

DEVELOPMENT AGREEMENT

This Development Agreement (this "Agreement") is dated August 1, 2022, but made effective for all purposes as of May 24, 2022 (the "Effective Date"), and is entered into between City of John Day ("City"), an Oregon municipal corporation, whose address is 450 E. Main Street, John Day, Oregon 97845, John Day Urban Renewal Agency ("Agency"), whose address is 450 E. Main Street, John Day, Oregon 97845, and Iron Triangle L.L.C. ("Company"), an Oregon limited liability company, whose address is 60643 Highway 26, John Day, OR 97845.

RECITALS:

A. Company is engaged in the business of providing certain commercial and residential development and construction services. Company is licensed by the Oregon Construction Contractors Board ("CCB") under License No.: 130005. Company's telephone number is 541-575-2102.

B. Company intends to partition and develop certain real property located within what is commonly known as Ironwood Estates Addition more particularly described and depicted on the attached Exhibit A (the "Property"). The Property consists of approximately 15 acres located within City's incorporated limits northwest of Valley View Drive. Company intends to develop the Property into a 17-parcel residential subdivision to be known as "Ironwood Estates – Phase 2" (the "Development"), which Development is more particularly described and depicted on the attached Exhibit B.

C. Two new roads will be improved and extended over and across the Property to Valley View Drive (the "Street Extension"). The Street Extension was approved by and through the 2009 John Day Local Street Area Network Plan and 2019 John Day Innovation Gateway Area Plan. The Street Extension is authorized under City Ordinance No. 19-177-01 as an addition to the John Day Comprehensive Land Use Plan.

D. Subject to the terms and conditions contained in this Agreement, City and Agency desire to provide Company certain incentives to assist with the Project in exchange for Company's transfer, conveyance, and dedication of the Public Improvements and Right-of-Way to City.

AGREEMENT:

NOW, THEREFORE, in consideration of the parties' covenants and obligations contained in this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

1. Definitions. Unless defined elsewhere in this Agreement, capitalized terms contained in this Agreement have the meanings assigned to them in the attached Appendix A.

2. Land Use Application; Pre-Construction. Company submitted the Application, including the Plat, to City for review and approval. The Application concerns the Development, Public Improvements, and Right-of-Way dedication described in Section 4.6. The Application was approved by the John Day Planning Commission on or about June 3, 2021. Prior to commencing construction of the Public Improvements, Company will provide the Public Works Department a list of contractors Company intends hire to construct the Public Improvements. Each contractor must schedule and attend a preconstruction meeting with the Public Works Department before commencing construction of any Public Improvements.

3. Development. Subject to the terms and conditions contained in this Agreement, Company will construct (or cause to be constructed) and complete, at Company's cost and expense, the Development no later than July 31, 2024. The Development will be completed in accordance with the final Plat, this Agreement, and all applicable land use approvals. If a conflict arises between any of the foregoing, City's interpretation of the applicable requirements concerning the Development will be binding and controlling on Company. In accordance with ORS 92.060-065, Company will cause the Development to be monumented and will furnish any required

bonds.

4. Public Improvements.

4.1 Design. Subject to the terms and conditions contained in this Agreement, in consideration of City and/or Agency providing the Incentives, Company will design and complete the Public Improvements in accordance with the following: (a) all applicable land use, subdivision, and/or construction approvals, including the final Plat; (b) the Public Improvement Design and Construction Standards; (c) the Public Improvement Plans and Specifications; and (d) the Laws. If a conflict arises between any of the foregoing, City's interpretation of the applicable requirements concerning the Public Improvements will be binding and controlling on Company. Company will obtain, at Company's cost and expense, all necessary designs, plans and specifications, permits, licenses, reviews, inspections, reports (including, without limitation, environmental reports), and approvals required under the Laws to design, develop, construct, and complete the Public Improvements.

4.2 Construction. Subject to the terms and conditions contained in this Agreement, Company will properly design, construct, and complete the Public Improvements prior to City's approval of the final Plat; provided, however, if the Public Improvements are not completed and accepted by City in accordance with this Agreement prior to the final Plat's signing, City will not approve and/or sign the final Plat unless and until Company submits to City the Cost Estimate and satisfactory evidence of the Bonds (provided, however, City may waive the Bond requirement if permitted under applicable law). If City imposes the Bond obligation on Company and any increase in the cost to complete the Public Improvements occurs, Company will increase each Bond to an amount equal to the increased construction costs. Company will pay the costs of all Bonds. Once commenced, Company will prosecute construction of the Public Improvements diligently, continuously, and in accordance with this Agreement. Company will cooperate with City and promptly provide upon City's request any information and/or documentation reasonably requested by City from time to time to determine Company's compliance with this Agreement. Subject to the terms and conditions of this Agreement, Company will complete the Public Improvements no later than July 31, 2024.

4.3 Minimum Standards. Subject to the terms and conditions contained in this Agreement, Company will perform (or cause to be performed) the following at Company's cost and expense: (a) construct and complete the Public Improvements expeditiously and in a good and workmanlike manner, consistent and in compliance with the Public Improvement Plans and Specifications, Public Improvement Design and Construction Standards, Laws, and this Agreement; (b) furnish, provide, and pay for all labor, materials, equipment, tools, supplies, machinery, transportation, and/or services necessary or appropriate to properly construct and complete the Public Improvements; (c) properly manage and dispose of all waste, garbage, and debris, including, without limitation, sediment, paint, cement wash, asphalt, motor oil, and grease, in accordance with the Laws; (d) pay when due all charges for labor and materials used for Company's construction of the Public Improvements; and (e) timely and properly pay any third-party contractors and materialmen for any construction services concerning the Public Improvements subject to and in accordance with the Laws. Company will keep the Public Improvements free and clear of all Encumbrances. The Public Improvements will be free from deficiencies and/or defects in materials and workmanship. Company will only use new and good quality materials and equipment for the Public Improvements. Company (and each Company contractor) will maintain proper licensure with the CCB and maintain proper insurance and bonding as required under this Agreement and the Laws. Company will cause Company's contractors to conform and comply with this Agreement. Company will conduct its operations and will perform all work necessary to complete the Public Improvements, including, without limitation, all excavation and/or restoration related work, in accordance with the following: (t) all work will take into account the slope of the terrain on the Property; (u) roads will be excavated and graded to minimize the impact of slope; (v) all work will account for and safely divert water runoff; (w) all utilities (water, sewer, private utilities) will be installed prior to pavement installation; (x) all work will take into account all applicable traffic control laws, regulations, rules, and procedures; (y) the work will be conducted in a manner intended to minimize any obstruction and/or disruption to traffic circulation (Company will provide adequate traffic control); and (z) Company will ensure that the work does not obstruct and/or prevent necessary police and fire emergency routes. City will have the right to inspect construction of the Public Improvements at reasonable intervals to ensure Company is complying with its obligations under this Agreement.

4.4 Inspection. Company will provide written notice to City (the “Notice of Completion”) when Company reasonably determines that the Public Improvements have been completed in accordance with this Agreement. Within a reasonable period of time after City’s receipt of the Notice of Completion, City will inspect the Public Improvements to determine if the Public Improvements have been completed in accordance with this Agreement. After completing the inspection, City will provide Company written notice (the “Correction Notice”) if City identifies any Public Improvements that require correction and/or completion. Company will complete any required corrections and/or Public Improvements identified in the Correction Notice within ten (10) days after City’s issuance of the Correction Notice (or such greater period City may identify in the Correction Notice) (the “Correction Period”). At the conclusion of the Correction Period, City and Company will conduct a joint walk-through inspection for the purpose of confirming that Company has properly completed any required corrections and/or Public Improvements. Company will pay all costs of City’s inspection and any other costs incurred by City in connection with City’s enforcement of this Section 4.4. City’s inspection(s) will be completed solely to protect City’s interests in the Public Improvements.

4.5 Acceptance. City will provide Company the Acceptance Notice upon City’s approval and acceptance of the completed Public Improvements. City’s evaluation of the Public Improvements will be completed solely to protect City’s interests. City will not be a guarantor of, or responsible for, proper construction of the Public Improvements. City’s acceptance of the Public Improvements will not constitute a representation or warranty that the Public Improvements were properly designed or completed or create any City liability or obligation. Company will transfer and convey the completed Public Improvements to City free and clear of all Encumbrances. Company will take such actions and process and execute such documents, instruments, orders, and/or agreements necessary or appropriate to effectuate the transfer and conveyance of the Public Improvements.

4.6 Improvements and Right-of-Way Conveyance. Company will transfer, convey, and dedicate the Public Improvements and Right-of-Way to City immediately upon completion of the Public Improvements and recording of the final Plat. Company will take all actions and execute all documents, instruments, orders, and/or agreements City deems necessary or appropriate to effectuate the transfer, conveyance, and dedication of the Public Improvements and Right-of-Way to City. Company will transfer, convey, and dedicate the Public Improvements and Right-of-Way free and clear of all Encumbrances.

4.7 City Ownership; City Costs. City will own all Public Improvements constructed on City property and/or designated as City or public property (including the underlying real property), including, without limitation, any street signs, trees, landscaping, water meters, sewer lines, stormwater facilities, fire hydrants, curb and gutters, sidewalks, and/or trail improvements. Notwithstanding anything contained in this Agreement to the contrary, prior to City’s acceptance of the Public Improvements, Company will pay all costs incurred by City in connection with this Agreement, including, without limitation, any costs City incurred to perform any required inspections and testing (including, without limitation, soil and material testing), immediately upon City’s written demand.

4.8 Expenses and Taxes.

4.8.1 Subject to the terms and conditions contained in this Agreement, prior to Company’s transfer and conveyance of the Public Improvements and Right-of-Way to City, Company will pay all costs, expenses, utilities, taxes, and all other items and expenses with respect to the Public Improvements and Right-of-Way, including, without limitation, all Grant County real and personal property taxes. Expenses will not be prorated between City and Company. Notwithstanding anything contained in this Agreement to the contrary, City will not assume any liabilities, obligations, costs, and/or expenses arising out of or related to the Public Improvements and/or Right-of-Way. Company is liable for the timely payment and performance of all liabilities, obligations, costs, and/or expenses arising out of or related to the Public Improvements and/or Right-of-Way.

4.8.2 City is a tax-exempt municipal corporation. Notwithstanding anything contained in this Agreement to the contrary, City will not pay any real and/or personal property taxes concerning or related to the Public Improvements and/or Right-of-Way. In accordance with ORS 311.411, prior to Company’s transfer and

conveyance of the Public Improvements and Right-of-Way, Company will deliver to City a certificate issued by the Grant County Assessor attesting that all “charges against the real property” (as defined under ORS 311.411) have been paid by Company in full.

5. Project Incentives. Subject to the terms and conditions contained in this Agreement, City and/or Agency will provide the following financial and other incentives concerning or related to the Project (individually and collectively, the “Incentive(s)”):

5.1 Agency Incentives. Subject to and in accordance with the John Day Urban Renewal Area Housing Incentive Plan (approved and adopted through City Ordinance No. 18-173-03) and Laws, Agency will provide and/or pay the following: (a) Agency will pay seven percent (7%) cash back on all Eligible Homes constructed and completed within the Development subject to and in accordance with the Urban Renewal Agency area plan (provided, however, each property owner must apply for the owner’s URA incentive as part of the owner’s land use review); and (b) Agency will pay the SDCs for Eligible Homes.

5.2 Expense Reimbursement. Prior to Company’s transfer and conveyance of the Public Improvements and Right-of-Way to City, and notwithstanding anything contained in this Agreement to the contrary, Agency will reimburse Company’s costs and expenses concerning Company’s timely and proper completion of the Public Improvements (individually and collectively, the “Expenses”) up to an amount not exceeding \$749,999.00, excepting those expenses previously incurred by City (the “City Pre-Agreement Expenses”). City and Agency will not be responsible for any Expenses exceeding \$749,999.00; Company will timely pay in full all Expenses exceeding \$749,999.00. Company will submit monthly invoices to City concerning the Expenses (and all City requested supporting documentation and information) for City’s review and approval. Subject to the terms and conditions contained in this Agreement, if an invoice is approved by City, City will pay seventy-five percent (75%) of the total invoiced amount; Company will be responsible (and will timely pay) the remaining twenty-five percent (25%) of the total invoiced amount. Notwithstanding the forgoing, City will reimburse Company no more than \$675,000.00 concerning Expenses incurred prior to issuance of the Acceptance Notice. Company is liable for, and will timely pay, all liabilities, obligations, costs, and/or expenses arising out of or related to the Property, Right-of-Way, and/or Public Improvements prior to reimbursement of the Expenses.

5.3 Transfer Restriction. Company will not Transfer in any manner whatsoever, whether voluntarily or involuntarily, any interest in or to this Agreement, Public Improvements, Right-of-Way, and/or any Incentives without the prior written consent of City, which consent may be withheld in City’s sole and absolute discretion. Subject to the immediately preceding sentence, Company will not Transfer its interest in or to this Agreement and/or any Incentives unless and until the following conditions are satisfied: (a) the assignee or transferee agrees in writing (in form and substance reasonably satisfactory to City) to assume and abide by the terms and conditions contained in this Agreement; (b) Company demonstrating to City that the assignee or transferee is capable of successfully performing all Company’s obligations under this Agreement subject to and in accordance with this Agreement; and (c) Company providing City ninety (90) days’ prior written notice of the proposed Transfer and City provides prior written consent of the proposed Transfer. Company will provide all transferees and/or assignees of the Development (or any interest therein) written notice of the terms of this Agreement, including the Incentives Company may receive under this Agreement.

6. Company Representations; Warranties; Covenants. In addition to all other Company representations, warranties, and covenants contained in this Agreement, Company represents, warrants, and covenants to City and Agency as follows:

6.1 Authority; Binding Obligation; Conflicts. Company is an Oregon limited liability company duly organized and validly existing under the laws of the State of Oregon. Company has full power and authority to sign and deliver this Agreement and to perform all Company’s obligations under this Agreement. This Agreement is the legal, valid, and binding obligation of Company, enforceable against Company in accordance with its terms. The signing and delivery of this Agreement by Company and the performance by Company of all Company’s obligations under this Agreement will not (a) breach any agreement to which Company is a party, or give any person the right to

accelerate any obligation of Company, (c) violate any law, judgment, and/or order to which Company is subject, and/or (d) require the consent, authorization, and/or approval of any person, including, without limitation, any governmental body. No action, arbitration, audit, hearing, investigation, litigation, suit, and/or other proceeding is pending or threatened against Company. Company owns the Property in fee simple, free and clear of all Encumbrances. The Public Improvements and Right-of-Way will be free and clear of all Encumbrances upon completion and when transferred to City. No representation or warranty made by Company in this Agreement includes any untrue statement or omits to state a material fact necessary to make the statements made, in the light of the circumstances under which they were made, not misleading.

6.2 Sophistication; Investigation; Disclosure. Company has knowledge and experience in real estate development matters necessary to make Company capable of evaluating the merits and risks of this Agreement. Company has entered into this Agreement on the basis of its own examination and personal knowledge. Company has had full opportunity to investigate and examine, and to ask questions and receive answers concerning this Agreement. Company has obtained all information desired in connection with this Agreement. Company has not relied on any representations or warranties made by City and/or Agency other than those expressly contained in this Agreement. Company has reviewed all plans and specifications concerning the Public Improvements and Right-of-Way dedication and is satisfied with the nature, location, and all other aspects of the Public Improvements and Right-of-Way. Company has visited, reviewed, and evaluated the Property (and all surrounding areas) and is satisfied with the nature and location of the Property (and all surrounding areas), the general and local conditions, including, without limitation, those bearing upon building, materials, transportation, disposal, handling, storage of materials, availability of labor, water, electric power, roads, uncertainties of weather, and any other conditions at or on the Property (and all surrounding areas), and assumes all risk thereof. Company has reviewed, investigated, researched, and confirmed the correctness and adequacy of the ground, existing facilities, and the character of equipment and facilities needed preliminary to and during Company's completion of the Project, and assumes all risk thereof. Company has disclosed this Agreement to all lenders and other persons or entities having a financial, ownership, and/or possessory interest in or to the Property.

6.3 Company Insurance. Company will obtain and maintain the following insurance: (a) general liability insurance against death or injury to persons and physical loss or damage to property, which insurance will include perils of fire, theft, vandalism, Acts of God, and malicious mischief and will have minimum limits of no less than \$1,000,000.00 per occurrence, \$2,000,000.00 in the aggregate; the insurance will include coverage for contractual liability and "products-completed operations" that will apply through the Warranty Period; (b) comprehensive automobile liability insurance for all owned, non-owned, and hired vehicles that are or may be used by Company with limits of no less than \$1,000,000.00 per occurrence, \$2,000,000.00 in the aggregate; and (c) workers' compensation insurance in form and amount sufficient to satisfy the requirements of applicable Oregon law. Each liability insurance policy will be in form and content satisfactory to City and will contain a severability of interest clause. By separate endorsement, each liability insurance policy will name City and City's Representatives as additional insureds. Company's insurance will be primary, and any insurance carried by City will be excess and noncontributing. Company will provide evidence of the insurance coverage (including applicable endorsements) required to be maintained by Company under this Section 6.3 prior to the commencement of construction of the Project and upon City's demand. All policies of insurance Company is required to carry under this Agreement will provide that the insurer waives the right of subrogation against City. During the term of this Agreement, each contractor of Company will obtain and maintain insurance in form and amount sufficient to satisfy the requirements of this Agreement and applicable Oregon law. Prior to a contractor's commencement of any work on the Public Improvements, Company will furnish City evidence satisfactory to City that the contractor has obtained the insurance coverage required under this Agreement.

6.4 Bonding. Company and each of its contractors performing work related to the Public Improvements with a value over \$100,000.00 must file a \$30,000.00 "public works bond" with the CCB prior to performing any work related to or concerning the Public Improvements. Company will verify that all contractors have filed a public works bond before permitting any contractor to start work on the Public Improvements.

6.5 Hazardous Substances. Company will not cause and/or permit any Hazardous Substances

to be spilled, leaked, disposed of, and/or otherwise released in, on, under, and/or about the Property and/or any surrounding areas.

6.6 Indemnification. Company releases and will defend, indemnify, and hold City, City's Representatives, Agency, and Agency's Representatives harmless for, from, and against all claims, actions, proceedings, damages, liabilities, obligations, costs, and expenses of every kind, whether known or unknown, including, without limitation, attorney fees and costs, resulting from or arising out of, whether directly or indirectly, the following: (a) any breach and/or inaccuracy of, and/or failure to perform, any Company representation, warranty, covenant, and/or obligation made in this Agreement; (b) design, construction, installation, and/or completion of the Public Improvements and/or transfer and conveyance of the Right-of-Way; (c) the acts or omissions of Company and/or Company's Representatives which arise in any manner out of Company's and/or Company's Representatives' construction of the Public Improvements; (d) damage, injury, and/or death to person or property caused directly or indirectly by Company and/or Company's Representatives; and/or (e) all clean-up, removal, and remediation work arising out of or resulting from Company's failure to comply with Section 6.5. Company's indemnification obligations provided under this Section 6.6 will survive the termination of this Agreement.

6.7 Independent Contractor. Company is an independent contractor of City. Company is not an employee of City. Company will be free from direction and control over the means and manner of constructing the Public Improvements, subject only to the right of City to specify the desired results. Company will pay all taxes arising out of or resulting from completion of the Public Improvements, including, without limitation, income, social security, workers' compensation, and employment insurance taxes. Company is licensed under ORS Chapter 701. In the performance of the work under this Agreement, Company is customarily engaged in, and will continue to customarily engage in, an independently established business as described under ORS 670.600(3).

6.8 Waiver of Remonstrance. To facilitate installation of the Public Improvements upon the occurrence of an Event of Default, Company hereby forever waives and releases all right to remonstrate against the formation of a local improvement district or reimbursement district by City and/or any third party for the purpose of constructing the Public Improvements. The term "right to remonstrate" refers to a property owner's right under applicable law to be counted as part of objecting property owners that can, in certain circumstances, suspend proceedings on the formation of a local improvement district or reimbursement district. This waiver does not limit or otherwise restrict the ability of a property owner bound by this covenant to appear at any of the required public hearings and testify regarding the formation of a local improvement district or reimbursement district, whether the boundaries include all benefited property, the equity of the assessment formula, the scope and nature of the project, or of the final assessment (or any other issue regarding the local improvement district or reimbursement district). **THIS WAIVER OF REMONSTRANCE RUNS WITH THE LAND AND IS BINDING ON ALL CURRENT AND FUTURE INTEREST HOLDERS IN THE PROPERTY.**

7. Warranty.

7.1 Limited Warranty. Company guarantees and warrants the Public Improvements against all deficiencies and/or defects in materials, equipment, and workmanship for a period of two years, commencing from the date of the Acceptance Notice (the "Warranty Period"). If City discovers a deficiency and/or defect in the Public Improvements, Company will commence repair or correction of the deficiency or defect within forty-eight (48) hours after City's written notice. Company will complete all warranty work diligently and expeditiously until completion (and without cost and/or interruption to City). If Company fails to promptly complete the warranty work, City may employ a third party to complete the warranty work. All costs and expenses incurred by City to service the warranty work will be reimbursed by Company immediately upon City's written demand. Where any Public Improvement deficiency and/or defect has been repaired or corrected in accordance with this Section 7.1, the Warranty Period for such repaired or corrected Public Improvement will be extended for an additional two years commencing on the date City has determined that such repair or correction has been satisfactorily completed. Company's warranty obligations provided under this Section 7.1 are in addition to, and not in limitation of, all other representations, warranties, guarantees, and remedies provided under this Agreement.

7.2 Warranty Form. Upon request of City, Company will execute and return to City a warranty form in form and substance acceptable to City, including a warranty bond in the amount of 10% of the value of the Public Improvements. Company will supply City with all warranty and guarantee documents relative to equipment and materials incorporated into the Public Improvements and guaranteed by their suppliers and/or manufacturers. City's and Agency's performance of its obligations under this Agreement are conditioned on Company's performance of its obligations under this Agreement, including, without limitation, assigning (or causing to be assigned) to City all manufacturer warranties for equipment and/or products incorporated into the Public Improvements.

8. Term; Termination; Remedies.

8.1 Term. Subject to the terms and conditions contained in this Agreement, the term of this Agreement commenced on the Effective Date and will remain in full force and effect until June 30, 2022, unless sooner terminated as provided in this Agreement. This Agreement may be extended by the parties' mutual written agreement.

8.2 Company Default. Subject to the terms and conditions contained in this Agreement, the occurrence of one or more of the following events constitutes a default by Company under this Agreement (each an "Event of Default"): (a) Company breaches and/or otherwise fails to perform any Company representation, warranty, covenant, and/or obligation contained in this Agreement; (b) any proceeding under any bankruptcy and/or insolvency laws is commenced by or against Company, a receiver is appointed for any part of the Project, or any attachment, seizure, or levy is made concerning the Project; (c) any Transfer of Company's interest in and to this Agreement and/or any Incentives, other than a Transfer receiving City's prior written consent in accordance with Section 5.3; (d) Company fails to complete the Public Improvements in accordance with this Agreement; and/or (e) Company gives City reasonable cause to doubt Company's ability to timely, fully, and properly complete the Public Improvements (or any other obligation hereunder). City will make the determination as to whether an Event of Default has occurred.

8.3 Prior Notice of Default. Prior to any party declaring an Event of Default, the non-defaulting party will provide the alleged defaulting party prior written notice of the alleged default (the "Default Notice"), which Default Notice will specify with reasonable particularity the default the non-defaulting party believes exists. Commencing on the alleged defaulting party's receipt of the Default Notice, the alleged defaulting party will have ten (10) days within which to cure or remedy the alleged default(s) (the "Cure Period"); provided, however, if the nature of the default(s) is such that it cannot be completely remedied or cured within the Cure Period, there will not be a default by the alleged defaulting party under this Agreement if the alleged defaulting party begins correction of the default within the Cure Period and thereafter proceeds with reasonable diligence to effect the remedy as soon as practicable. Notwithstanding anything contained in this Agreement to the contrary, a non-defaulting party is not required to provide, and the alleged defaulting party is not entitled to receive, a Default Notice upon the alleged defaulting party's commitment of a default under this Agreement for which the alleged defaulting party has previously received a Default Notice within the immediately preceding twelve (12) months (commencing from the date of the previous default).

8.4 Termination; Remedies. If City determines that an Event of Default has occurred, City may, in addition to any other remedy available to City under this Agreement, terminate this Agreement and take over prosecution of the construction work for the Public Improvements and complete the Public Improvements with its own forces or otherwise, or use such other measures City determines necessary to prevent delay and/or damages. Notwithstanding anything contained in this Agreement to the contrary, City's termination of this Agreement will not constitute a waiver of any rights, claims, and/or causes of action City may have against Company. Upon the occurrence of an Event of Default, (a) Agency and City will have no obligation to provide any Incentives and Company will immediately pay Agency and/or City, as applicable, any Incentives (to the extent disbursed or received through the default) plus interest at the rate of eight percent (8%) per annum from the date of the Incentive disbursement or receipt to the date repayment of the Incentive (and accrued interest) is made in full to City and Agency, and (b) City may, in addition to any other remedy provided to City under this Agreement, pursue all remedies available to City at law or in equity, including, without limitation, the right of specific performance. Without limiting the generality of the preceding, City will recover the full cost and expense of acquiring the Right-of-Way and any work performed by

City to complete the Public Improvements and any repairs or corrections to any defective work, including, without limitation, construction expenses (including costs of labor, equipment, machinery, and supplies), survey expenses, attorney fees and costs, engineering fees, and expert fees. All available remedies are cumulative and may be exercised singularly or concurrently. No action taken by City hereunder will affect any other rights or remedies of City or relieve Company from any consequences or liabilities arising from such acts or omissions.

9. Miscellaneous.

9.1 Assignment; Memorandum. Subject to Section 5.3 and this Section 9.1, Company will not assign or transfer any of Company's rights and/or obligations under this Agreement to any person. Subject to the immediately preceding sentence, this Agreement will be binding on the parties and their respective heirs, executors, administrators, personal representatives, successors, and permitted assigns, and will inure to their benefit. The parties will execute and record the Memorandum contemporaneously with the parties' mutual execution of this Agreement.

9.2 Costs; Attorney Fees. Company will bear Company's own fees, costs, and expenses incurred in connection with this Agreement, including, without limitation, all attorney fees and costs incurred in the preparation, negotiation, signing, and performance of this Agreement. If any arbitration, action, suit, and/or proceeding is instituted to interpret, enforce, and/or rescind this Agreement, including, without limitation, any proceeding brought under the United States Bankruptcy Code, the prevailing party on a claim will be entitled to recover with respect to the claim, in addition to any other relief awarded, the prevailing party's attorney fees and other fees, costs, and expenses of every kind, including, without limitation, the costs and disbursements specified in ORCP 68 A(2), incurred in connection with the arbitration, action, suit, or proceeding, any appeal or petition for review, the collection of any award, or the enforcement of any order, as determined by the arbitrator or court.

9.3 Time of Essence; Notices. Time is of the essence with respect to all dates and time periods in this Agreement. All notices required under this Agreement must be in writing. Any notice will be deemed given when personally delivered or delivered by email or facsimile transmission (with electronic confirmation of delivery), or will be deemed given three days following delivery of the notice by U.S. mail, postage prepaid, certified, return receipt requested, by the applicable party to the address of the other party first shown above in the preamble (or any other address that a party may designate by notice to the other party), unless that day is a Saturday, Sunday, or legal holiday, in which event it will be deemed given on the next following business day.

9.4 Amendment; Waiver; Severability; Governing Law. This Agreement may be amended only by a written document signed by the parties. No waiver will be binding on a party unless it is in writing and signed by the party making the waiver. A party's waiver of a breach of a provision of this Agreement will not be a waiver of any other provision or a waiver of a subsequent breach of the same provision. If a provision of this Agreement is determined to be unenforceable in any respect, the enforceability of the provision in any other respect and of the remaining provisions of this Agreement will not be impaired. This Agreement is governed by the laws of the State of Oregon, without giving effect to any conflict-of-law principle that would result in the laws of any other jurisdiction governing this Agreement. Any action, suit or proceeding arising out of this Agreement will be litigated in courts located in Grant County, Oregon. Each party consents and submits to the jurisdiction of any local, state, or federal court located in Grant County, Oregon.

9.5 Further Assurances; Termination; Survival. The parties will sign other documents and take other actions reasonably necessary to further effect and evidence this Agreement. The termination of this Agreement, regardless of how it occurs, will not relieve a party of obligations that have accrued before the termination. All provisions of this Agreement that would reasonably be expected to survive the termination of this Agreement will do so, including, without limitation, the indemnification obligations under Section 6.6 and the warranty obligations under Section 7. Any exhibits, schedules, and other attachments referenced in this Agreement are part of this Agreement.

9.6 Entire Agreement; Interpretation; Discretion. This Agreement contains the entire understanding of the parties regarding the subject matter of this Agreement and supersedes all prior and

contemporaneous negotiations and agreements, whether written or oral, between the parties with respect to the subject matter of this Agreement. All pronouns contained herein and any variations thereof will be deemed to refer to the masculine, feminine, or neutral, singular or plural, as the identity of the parties may require. The singular includes the plural and the plural includes the singular. The word "or" is not exclusive. The words "include," "includes," and "including" are not limiting. The titles, captions, or headings of the sections herein are inserted for convenience of reference only and are not intended to be a part of or to affect the meaning or interpretation of this Agreement. For purposes of this Agreement, the term "person" means any natural person, corporation, limited liability company, partnership, joint venture, firm, association, trust, unincorporated organization, government or governmental agency or political subdivision, or any other entity. When a party is exercising any consent, approval, determination, and/or similar discretionary action under this Agreement, the standard will be the party's reasonable discretion, which consent, approval, determination, and/or similar discretionary action will not be unreasonably withheld, conditioned, and/or delayed.

9.7 No Partnership; No Agency. This Agreement does not create an agency relationship between City, Agency, and/or Company and does not establish a joint venture or partnership between City, Agency, and/or Company. Company does not have the authority to bind City and/or Agency and/or represent to any person that Company is an agent of City and/or Agency. City and/or Agency will have no obligation with respect to Company's debts and/or liabilities in any nature whatsoever. Company is not carrying out a function on behalf of City and/or Agency.

IN WITNESS WHEREOF, the undersigned have caused this Agreement to be binding and effective for all purposes as of the Effective Date.

City:
City of John Day,
an Oregon Municipal Corporation



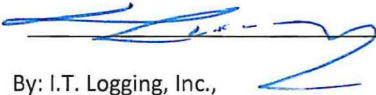
By: Ron Lundbom, Mayor

Agency:
John Day Urban Renewal Agency



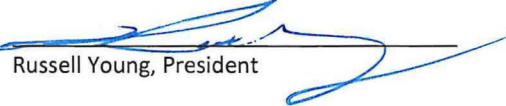
By: Corum Ketchum, Interim (Pro Tem) Director

Company:
Iron Triangle L.L.C.,
an Oregon Limited Liability Company



By: I.T. Logging, Inc.,
an Oregon corporation

Its: Member



Russell Young, President

Appendix A
Definitions

“Acceptance Notice” has the meaning assigned to such term in Section 4.5.

“Agency” has the meaning assigned to such term in the preamble.

“Agreement” has the meaning assigned to such term in the preamble.

“Application” means Company’s master planned development application, MPD-21-01, which application is further described in Section 2.

“Bond(s)” means, individually and collectively, separate performance and payment bonds each in a sum equal to no less than 120% of the estimated total cost of the Public Improvements (or remaining cost to complete any unconstructed portion of the Public Improvements) in forms acceptable to City, executed by a corporate surety holding a certificate of authority to transact surety business in Oregon and otherwise acceptable to City.

“CCB” has the meaning assigned to such term in Recital A.

“City” has the meaning assigned to such term in the preamble.

“City Pre-Agreement Expenses” means those water pipes, sewer pipes and conduit purchased by City prior to the Effective Date.

“Company” has the meaning assigned to such term in the preamble.

“Correction Notice” has the meaning assigned to such term in Section 4.4.

“Correction Period” has the meaning assigned to such term in Section 4.4.

“Cost Estimate” means an itemized estimate of the total cost to construct the Public Improvements, including the costs of inspections, permits, licenses, and fees.

“Cure Period” has the meaning assigned to such term in Section 8.3.

“Default Notice” has the meaning assigned to such term in Section 8.3.

“Development” has the meaning assigned to such term under Recital B and is more particularly described and depicted on the attached Exhibit B.

“Effective Date” has the meaning assigned to such term in the preamble.

“Eligible Homes” means new homes constructed on lots within the Development with unpaid SDCs as of the Effective Date that are otherwise eligible for incentives under the John Day Urban Renewal Area Housing Incentive Plan.

“Encumbrance(s)” means any liens, mortgages, pledges, security interests, claims, rights, and/or other encumbrances.

“Environmental Law(s)” means any federal, state, and/or local statute, regulation, and/or ordinance, or any judicial or other governmental order pertaining to the protection of health, safety, or the environment and/or designed to minimize, prevent, punish, or remedy the consequences of actions that damage or threaten the

environment or public health and safety, including, without limitation, the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, 42 U.S.C. §§9601 et seq., ORS 468B.195-197 (including any regulations promulgated thereunder), the Hazardous Materials Transportation Act, 49 U.S.C. §§1801 et seq., and the Resource Conservation and Recovery Act, 42 U.S.C. §§6901 et seq.

“Event of Default” has the meaning assigned to such term in Section 8.2.

“Expenses” has the meaning assigned to such term in Section 5.2.

“Hazardous Substances” means any hazardous, toxic, infectious, and/or radioactive substance, waste, and/or material as defined or listed by any Environmental Law, including, without limitation, pesticides, aviation fuel, paint, petroleum oil, and their fractions .

“Incentives” has the meaning assigned to such term in Section 5.

“Law(s)” means all applicable federal, state, and local policies, rules, regulations, leases, covenants, conditions, restrictions, easements, declarations, laws, statutes, liens, ordinances, orders, codes, and/or regulations directly or indirectly affecting the Public Improvements, Development, and/or Right-of-Way, including, without limitation, the Americans with Disabilities Act of 1990 (and the rules and regulations promulgated thereunder), Environmental Laws, and City’s building and zoning codes, all as now in force and/or which may hereafter be amended, modified, enacted, and/or promulgated.

“Memorandum” means a memorandum of this Agreement which will be recorded against the Property in the Grant County Official Records, which memorandum will be in form and substance acceptable to City.

“Notice of Correction” has the meaning assigned to such term in Section 4.4.

“Plat” means the legal document recorded with Grant County delineating, among other things, the Development’s property boundaries (including all lots located within the Development), dedicated rights-of-way, and easements.

“Project” means, collectively, the Development, Public Improvements, and conveyance of the Right-of-Way.

“Property” has the meaning assigned to such term under Recital B and is more particularly described and depicted on the attached Exhibit A.

“Public Improvement(s)” means those certain public infrastructure and/or improvements concerning or related to the Development identified and described in the Public Improvement Plans and Specifications, which improvements include, without limitation, the Street Extension consisting of approximately 1,750 linear feet of new pavement for two new cul-de-sacs and associated supporting utility infrastructure installed to City specifications.

“Public Improvement Design and Construction Standards” means City’s applicable public improvement design and construction standards applicable at the time the Public Improvements are constructed, including, without limitation, all requirements applicable to curbs and gutters, aggregate road base, hot mix asphalt, signing, striping, storm drainage, improvements, public water and waste water improvements, landscaping, and lighting as defined in the John Day Municipal Code and Land Use Development Code.

“Public Improvement Plans and Specifications” means the plans and specifications attached hereto as Exhibit C and applicable as-built plans and specifications.

“Public Works Department” means City’s public works department.

“Representative(s)” means each present and future officer, director, manager, member, employee, agent,

contractor, and/or representative of the identified party.

“Right-of-Way” means the real property subject to the dedications identified in Section 4.6 depicted in Exhibit B and recorded on the final Plat.

“SDCs” means City’s then-applicable system development charges.

“Street Extension” has the meaning assigned to such term in Recital C.

“Transfer” means any sale, assignment, mortgage, sublet, lien, conveyance, encumbrance, and/or other transfer (whether directly, indirectly, voluntarily, involuntarily, and/or by operation of law).

“Warranty Period” has the meaning assigned to such term in Section 7.1.

Exhibit A
Property Description and Depiction

[attached]

Land Title Company of Grant County, Inc.

145 NE Dayton Street
John Day, OR 97845-1092

Phone: (541) 575-1529
Fax: 1(541) 628-7415
E-Mail: landtitleco@ltcofgrantcounty.com

Date: July 12, 2022

Our Order Number: 28362

SUPPLEMENTAL NO. ONE PRELIMINARY TITLE REPORT

IRON TRIANGLE LLC
PO Box 325
John Day, OR 97845

	<u>Liability</u>	<u>Premium</u>
ALTA 2006 Owner's Policy Standard	To Be Determined	

Land Title Company of Grant County, Inc. is prepared to issue on request and on recording of the appropriate documents, a policy or policies of Stewart Title Guaranty Company, as applied for, with coverages as indicated, based on this preliminary report. As of **June 27, 2022** at 8:00 A.M. the title to the property described herein is vested in:

IRON TRIANGLE LLC, an Oregon limited liability company

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

LEGAL DESCRIPTION:

Lot 44 of Ironwood Estates Addition to the City of John Day, Grant County, Oregon, as shown by the plat thereof on file and of record in the office of the county clerk of said county and state;
SAVE AND EXCEPT that portion conveyed to Maxine Day, by deed recorded March 21, 2014, Document No. 20140545.
(Tax Acct. 3-7 13-31-22A TL300; Ref. 9213)

SCHEDULE B

GENERAL EXCEPTIONS

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

SPECIAL EXCEPTIONS:

6. Unpatented mining claims, if any.
7. Minerals of whatsoever kind, subsurface and surface substances, including but not limited to coal, lignite, oil, gas, uranium, clay, rock, sand and gravel in, on, under and that may be produced from the Land, together with all rights, privileges, and immunities relating thereto, whether or not appearing in the Public Records or listed in Schedule B. The Company makes no representation as to the present ownership of any such interests. There may be leases, grants, exceptions or reservations of interests that are not listed.
8. Unpaid taxes for 2019-2021:
Levied Amount : \$1,486.12, plus interest and fees, if any
Account No. : 3-7 13-31-22A TL300; Ref. 9213
9. 2022-2023 taxes, a lien not yet payable.
10. City liens, if any, of the City of John Day, Oregon.
11. Rights of the public in and to any portion of the Land lying within the boundaries of streets, roads or highways.
12. Any and all matters, including easements and assessments, if any, pertaining to irrigation ditches that may traverse the herein described property.
13. Conditions and Stipulations, including the terms and provisions thereof, contained in Patent, dated October 31, 1881, recorded August 7, 1901 in Book S of Deed Records, page 366.
14. Easement, including the terms and provisions thereof, as reserved in deed
By : Canyon Creek Placers
For : right of way or road allowances for Rest Lawn Cemetery and any and all water rights for
: Rest Lawn Cemetery
Recorded : February 9, 1942
Book : 45
Page : 187

15. Easements, including the terms and provisions thereof:
For : Radio Beam Path, together with all appurtenances thereto, as more particularly
 : described therein
Granted to : Pacific Telephone and Telegraph Company
Recorded : April 2, 1959
Book : 80
Page : 597

The rights of Pacific Telephone and Telegraph Company were quitclaimed to Oregon-Washington Telephone Company by quitclaim Deed, including the terms and provisions thereof, recorded October 4, 1960, in Book 83, page 621.

Deed recorded July 13, 1961, Book 85, Page 306 from the Pacific Telephone and Telegraph Company, a California corporation to Pacific Northwest Bell Telephone Company, a Washington corporation.

16. Easement, including the terms and provisions thereof:
Appropriated to : Idaho Power Company
Case No. : L-4141
File No. : JR 4434
Entered and filed : June 8, 1967
Book : 35, Circuit Court Journal
Page : 567
17. Easement, including the terms and provisions thereof:
For : telephone communication lines and related facilities, together with all appurtenances thereto,
 : as more particularly described therein
Granted to : Pacific Northwest Bell Telephone Company
Recorded : August 8, 1968
Book : 99
Page : 406
18. Access, Public Utilities and Drainage Way Easements, including the terms and provisions thereof, as shown on the plat and in the Declaration of Plat of Ironwood Estates Addition to the City of John Day, Grant County, Oregon, filed for record September 22, 1994, in the office of the Grant County Clerk.
19. Special Building Setback Line, including the terms and provisions thereof, as shown on the plat and in the Declaration of Plat of Ironwood Estates Addition to the City of John Day, Grant County, Oregon, filed for record September 22, 1994, in the office of the Grant County Clerk.
20. Right of Way Easement, including the terms and provisions thereof:
For : telephone line or system
Granted to : Oregon Telephone Corporation, an Oregon corporation
Recorded : June 8, 1994
Instr. No. : 941177
21. John Day Housing Incentives Plan, including the terms and provisions thereof:
Recorded : July 25, 2018
Instr. No. : 20181678
22. The legal description in this report is based on information provided by the parties or their representative. The parties to the forthcoming transaction must notify the title company prior to closing if the description does not conform to their expectations.

INFORMATION: This report does not include a search for financing statements or agricultural services liens which are filed with the Secretary of State and any matters which would be disclosed thereby are expressly excluded from coverage herein.

NOTE: This report is for the exclusive use of the parties to the transaction and is preliminary to the issuance of a title insurance policy and shall become void unless a policy is issued and the full premium paid. In the event this transaction fails to close the Company shall make a reasonable charge, not less than \$200.00 for the cancellation of this order pursuant to the filed rate schedule of the Company.

Land Title Company of Grant County, Inc.

A handwritten signature in cursive script, appearing to read "S. Smothers", written in dark ink.

Steve Smothers, Title Officer

13-31-22A

SEE MAP 13S 31E

1/4 COR

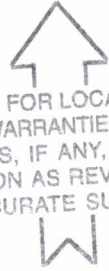
200
40.00 AC

N29°36'W 2653.1'
S49°50'W 13.23' &
N 30° FR E 1/4 COR SEC 22

100
0.23 AC

3-10

THIS SKETCH IS FOR LOCATION PURPOSES ONLY, AND NO WARRANTIES ARE IMPLIED AS TO VARIATIONS, IF ANY, IN DIMENSIONS OR LOCATION AS REVEALED BY AN ACCURATE SURVEY.



SEE MAP 13S 31E

SEE MAP 13S 31E 22

300

IRONWOOD

3-7

SEE MAP 13S 31E 22



CEN SEC

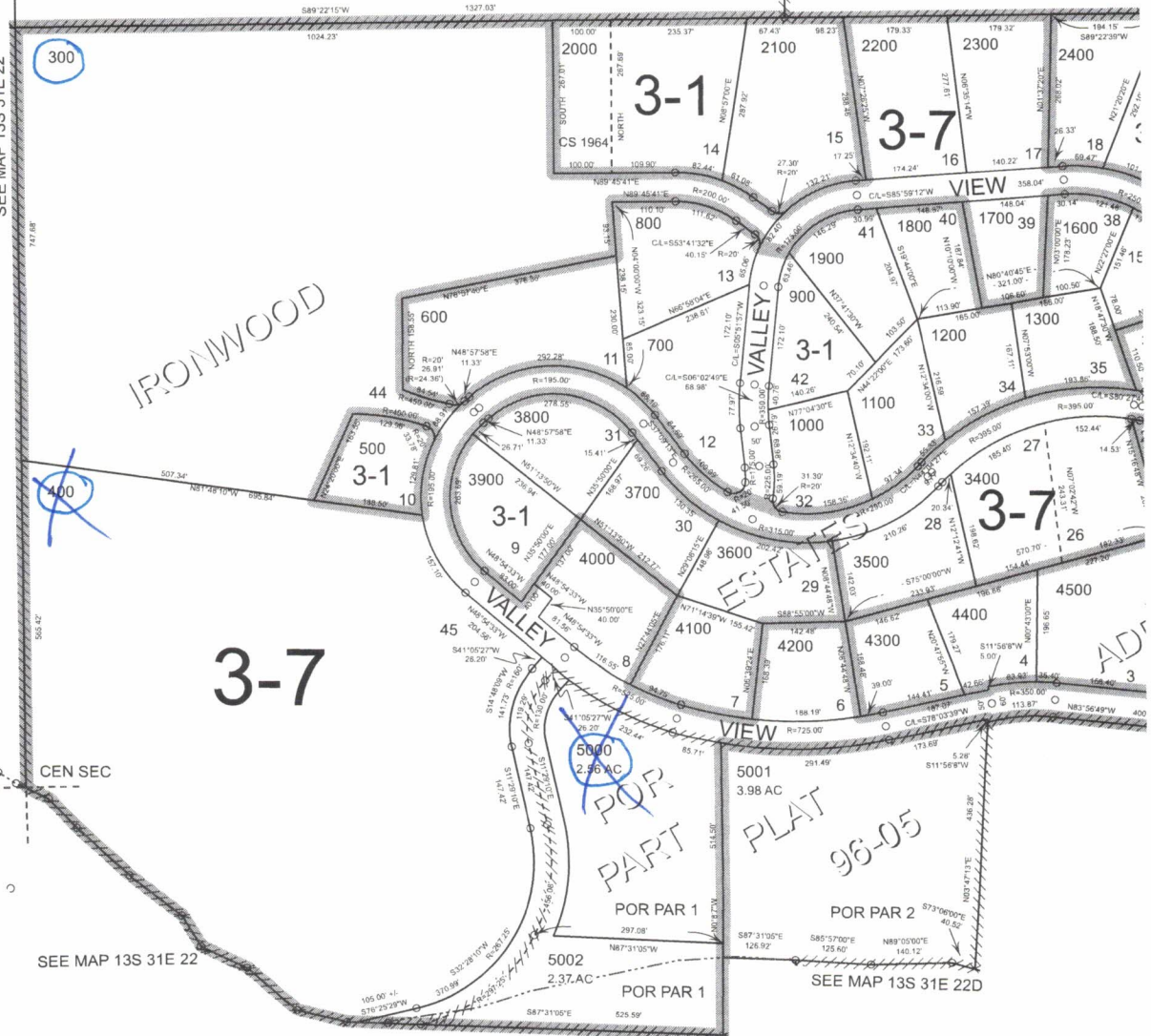
VALLEY ESTATES PLAT 96-05

POR PART 1
5001 3.98 AC
5002 2.37 AC

POR PART 2

SEE MAP 13S 31E 22

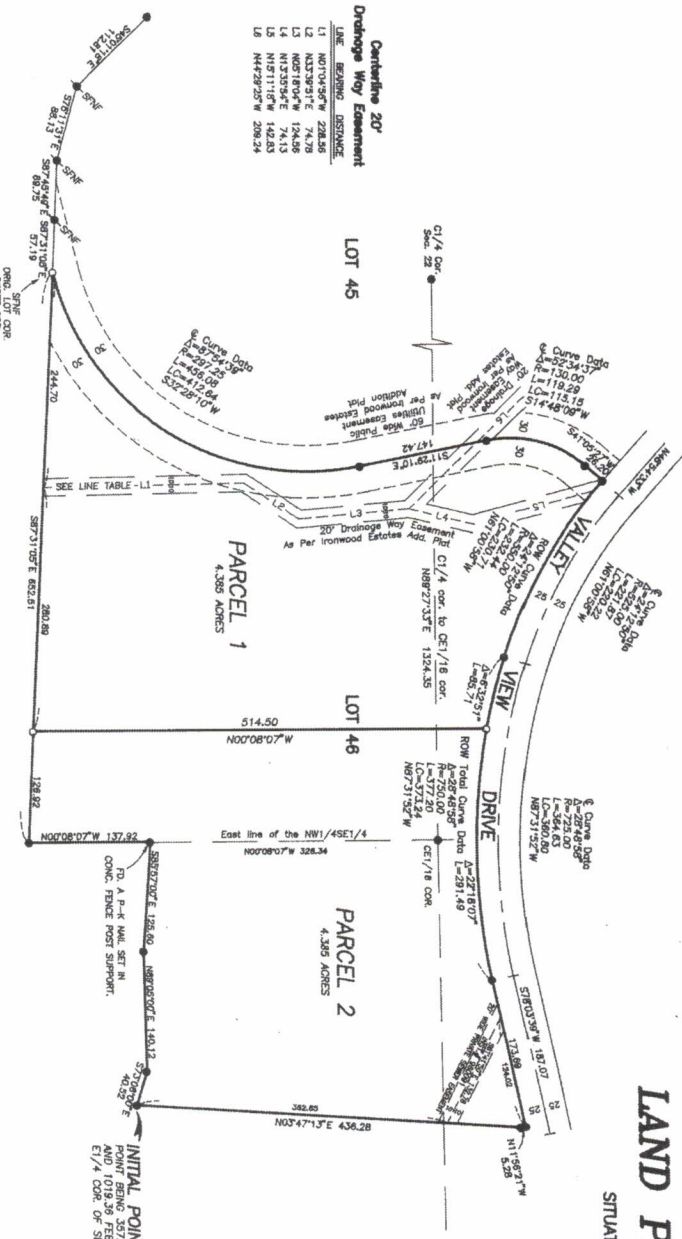
SEE MAP 13S 31E 22D



LAND PARTITION PLAT NO. 96-05

SITUATED IN LOT 46 OF IRONWOOD ESTATES ADDITION
TO THE CITY OF JOHN DAY,
GRANT COUNTY, OREGON
JANUARY 2, 1998

LINE	BEARING	DISTANCE
L1	N07°04'30"W	228.59
L2	N43°29'31"E	74.78
L3	N05°18'04"W	124.95
L4	N1°33'39"E	14.13
L5	N1°33'39"E	14.13
L6	N4°29'22"W	209.24



BASIS OF BEARINGS

PLAT OF IRONWOOD ESTATES ADDITION
BETWEEN CE1/16 COR, SEC. 22 AND THE
E1/4 COR, SEC. 22 AS SHOWN
SCALE 1" = 100'

LEGEND

- FOUND 1 1/2" IRON PIPE WITH GRANT COUNTY SURVEYOR BRASS CAP
- FOUND 5/8" IRON PIN WITH ATTACHED YELLOW PLASTIC CAP MARKED BEA SURVEY MARKER UNLESS OTHERWISE SHOWN
- ✱ SEARCHED FOR - NOT FOUND
- SET 5/8" CAP IRON PIN WITH ATTACHED YELLOW PLASTIC CAP MARKED BEA SURVEY MARKER

REFERENCES

- PLAT OF IRONWOOD ESTATES ADDITION
- DEED INSTRUMENT NO. 980091

NARRATIVE

A SURVEY WAS MADE OF THE AMALGAM RECORDS PERTAINING TO THIS SURVEY. FIELD MEASUREMENTS WERE MADE TO LOCATE EXISTING CONTROLLING MONUMENTS. THE RESULTS OF THE SURVEY ARE SHOWN ON THIS PLAT. THE POSITION OF THE SOUTHERLY LINE OF LOT 45, IRONWOOD ESTATES ADDITION, WHICH I SURVEYED IN THE SUMMER OF 1984, THE THREE NEW MONUMENTS I PLACED IN ACCORDANCE WITH THE EVIDENCE FOUND AS SHOWN HEREON.

SURVEYOR'S CERTIFICATE

I, ROBERT D. BAGGETT, PROFESSIONAL LAND SURVEYOR, REGISTERED IN THE STATE OF OREGON, HEREBY CERTIFY THAT I HAVE CORRECTLY SURVEYED AND LINED AND MARKED PARCELS 1 AND 2 OF THIS LAND PARTITION. SAID PARTITION BEING A DIVISION OF LOT 46 OF IRONWOOD ESTATES ADDITION TO THE CITY OF JOHN DAY, GRANT COUNTY, OREGON. SAID LOT BEING SITUATED IN THE ORIGINAL PLAT OF SAID ADDITION FILED IN THE OFFICE OF THE GRANT COUNTY CLERK, SAID LOT BEING SITUATED IN THE 8.77 ACRES, MORE OR LESS, OF SAID ADDITION. SAID LOT CONTAINING 8.77 ACRES, MORE OR LESS, OF SAID ADDITION. I FURTHER CERTIFY THAT THE RANGE 2, BEING 2, 1/4 SECTION 22, T13S, R21E, DEPARTMENT OF THE BUREAU OF LAND MANAGEMENT, UNITED STATES DEPARTMENT OF THE INTERIOR, BEING THE INITIAL POINT OF THIS LAND PARTITION, IS LOCATED 1019.98 FEET SOUTH AND 1019.98 FEET WEST OF THE EAST 1/4 CORNER OF SAID SECTION 22.

REGISTERED PROFESSIONAL LAND SURVEYOR
Robert D. Baggett
OREGON
ROBERT D. BAGGETT
598
Renewed Date 12/31/97

DECLARATION

I, JOHN DAY, HEREBY DECLARE THAT THE MAP AND LOGS OF A YOUNG MAN AND HIS WIFE AND DAUGHTER, AND THE DEEDS AND INSTRUMENTS COVERED BY THE DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS, DATED FEBRUARY 1, 1985, RECORDED FEBRUARY 3, 1985, IN DEED RECORDS OF GRANT COUNTY, OREGON, AND INSTRUMENT NO. 980091, DATED FEBRUARY 1, 1998, RECORDED FEBRUARY 3, 1998, IN DEED RECORDS OF GRANT COUNTY, OREGON, AND EXPRESS TO AND FOR THE CONSTRUCTION AND MAINTENANCE OF SAID UTILITIES, DAMAGE WAY EASEMENTS AS SHOWN.

APPROVALS

APPROVED THIS 21ST DAY OF January, 1998.
Robert D. Baggett
GRANT COUNTY SURVEYOR

APPROVED THIS 21ST DAY OF January, 1998.
John Day
GRANT COUNTY CLERK

APPROVED THIS 21ST DAY OF January, 1998.
Robert D. Baggett
GRANT COUNTY CLERK



STG Privacy Notice Stewart Title Companies

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

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

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

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

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

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

SHARING PRACTICES

How often do the Stewart Title Companies notify me about their practices?	We must notify you about our sharing practices when you request a transaction.
How do the Stewart Title Companies protect my personal information?	To protect your personal information from unauthorized access and use, we use security measures that comply with federal law. These measures include computer, file, and building safeguards.
How do the Stewart Title Companies collect my personal information?	We collect your personal information, for example, when you <ul style="list-style-type: none"> ▪ request insurance-related services ▪ provide such information to us We also collect your personal information from others, such as the real estate agent or lender involved in your transaction, credit reporting agencies, affiliates or other companies.
What sharing can I limit?	Although federal and state law give you the right to limit sharing (e.g., opt out) in certain instances, we do not share your personal information in those instances.

Contact us: If you have any questions about this privacy notice, please contact us at: Stewart Title Guaranty Company, 1360 Post Oak Blvd., Ste. 100, Privacy Officer, Houston, Texas 77056

Privacy Notice for California Residents

Pursuant to the California Consumer Privacy Act of 2018 ("CCPA"), Stewart Information Services Corporation and its subsidiary companies (collectively, "Stewart") are providing this **Privacy Notice for California Residents** ("CCPA Notice"). This CCPA Notice supplements the information contained in Stewart's existing privacy notice and applies solely to all visitors, users and others who reside in the State of California or are considered California Residents ("consumers" or "you"). Terms used but not defined shall have the meaning ascribed to them in the CCPA.

Information Stewart Collects

Stewart collects information that identifies, relates to, describes, references, is capable of being associated with, or could reasonably be linked, directly or indirectly, with a particular consumer, household, or device. Most of the information that Stewart collects in the course of its regular business is already protected pursuant to the Gramm-Leach-Bliley Act (GLBA). Additionally, much of this information comes from government records or other information already in the public domain. Personal information under the CCPA does not include:

- Publicly available information from government records.
- Deidentified or aggregated consumer information.
- Certain personal information protected by other sector-specific federal or California laws, including but not limited to the Fair Credit Reporting Act (FCRA), GLBA and California Financial Information Privacy Act (FIPA).

Specifically, Stewart has collected the following categories of personal information from consumers within the last twelve (12) months:

Category	Examples	Collected?
A. Identifiers.	A real name, alias, postal address, unique personal identifier, online identifier, Internet Protocol address, email address, account name, Social Security number, driver's license number, passport number, or other similar identifiers.	YES
B. Personal information categories listed in the California Customer Records statute (Cal. Civ. Code § 1798.80(e)).	A name, signature, Social Security number, physical characteristics or description, address, telephone number, passport number, driver's license or state identification card number, insurance policy number, education, employment, employment history, bank account number, credit card number, debit card number, or any other financial information, medical information, or health insurance information. Some personal information included in this category may overlap with other categories.	YES
C. Protected classification characteristics under California or federal law.	Age (40 years or older), race, color, ancestry, national origin, citizenship, religion or creed, marital status, medical condition, physical or mental disability, sex (including gender, gender identity, gender expression, pregnancy or childbirth and related medical conditions), sexual orientation, veteran or military status, genetic information (including familial genetic information).	YES
D. Commercial information.	Records of personal property, products or services purchased, obtained, or considered, or other purchasing or consuming histories or tendencies.	YES
E. Biometric information.	Genetic, physiological, behavioral, and biological characteristics, or activity patterns used to extract a template or other identifier or identifying information, such as, fingerprints, faceprints, and voiceprints, iris or retina scans, keystroke, gait, or other physical patterns, and sleep, health, or exercise data.	YES
F. Internet or other similar network activity.	Browsing history, search history, information on a consumer's interaction with a website, application, or advertisement.	YES
G. Geolocation data.	Physical location or movements.	YES
H. Sensory data.	Audio, electronic, visual, thermal, olfactory, or similar information.	YES
I. Professional or employment-related information.	Current or past job history or performance evaluations.	YES
J. Non-public education information (per the Family Educational Rights and Privacy Act (20 U.S.C. Section 1232g, 34 C.F.R. Part 99)).	Education records directly related to a student maintained by an educational institution or party acting on its behalf, such as grades, transcripts, class lists, student schedules, student identification codes, student financial information, or student disciplinary records.	YES
K. Inferences drawn from other personal information.	Profile reflecting a person's preferences, characteristics, psychological trends, predispositions, behavior, attitudes, intelligence, abilities, and aptitudes.	YES

Stewart obtains the categories of personal information listed above from the following categories of sources:

- Directly and indirectly from customers, their designees or their agents (For example, realtors, lenders, attorneys, etc.)
- Directly and indirectly from activity on Stewart's website or other applications.
- From third-parties that interact with Stewart in connection with the services we provide.

Use of Personal Information

Stewart may use or disclose the personal information we collect for one or more of the following purposes:

- To fulfill or meet the reason for which the information is provided.
- To provide, support, personalize, and develop our website, products, and services.
- To create, maintain, customize, and secure your account with Stewart.
- To process your requests, purchases, transactions, and payments and prevent transactional fraud.
- To prevent and/or process claims.
- To assist third party vendors/service providers who complete transactions or perform services on Stewart's behalf.
- As necessary or appropriate to protect the rights, property or safety of Stewart, our customers or others.
- To provide you with support and to respond to your inquiries, including to investigate and address your concerns and monitor and improve our responses.
- To personalize your website experience and to deliver content and product and service offerings relevant to your interests, including targeted offers and ads through our website, third-party sites, and via email or text message (with your consent, where required by law).
- To help maintain the safety, security, and integrity of our website, products and services, databases and other technology assets, and business.
- To respond to law enforcement or regulator requests as required by applicable law, court order, or governmental regulations.
- Auditing for compliance with federal and state laws, rules and regulations.
- Performing services including maintaining or servicing accounts, providing customer service, processing or fulfilling orders and transactions, verifying customer information, processing payments, providing advertising or marketing services or other similar services.
- To evaluate or conduct a merger, divestiture, restructuring, reorganization, dissolution, or other sale or transfer of some or all of our assets, whether as a going concern or as part of bankruptcy, liquidation, or similar proceeding, in which personal information held by us is among the assets transferred.

Stewart will not collect additional categories of personal information or use the personal information we collected for materially different, unrelated, or incompatible purposes without providing you notice.

Disclosure of Personal Information to Affiliated Companies and Nonaffiliated Third Parties

Stewart does not sell your personal information to nonaffiliated third parties. Stewart may share your information with those you have designated as your agent in the course of your transaction (for example, a realtor or a lender). Stewart may disclose your personal information to a third party for a business purpose. Typically, when we disclose personal information for a business purpose, we enter a contract that describes the purpose and requires the recipient to both keep that personal information confidential and not use it for any purpose except performing the contract.

We share your personal information with the following categories of third parties:

- Service providers and vendors (For example, search companies, mobile notaries, and companies providing credit/debit card processing, billing, shipping, repair, customer service, auditing, marketing, etc.)
- Affiliated Companies
- Litigation parties and attorneys, as required by law.
- Financial rating organizations, rating bureaus and trade associations.
- Federal and State Regulators, law enforcement and other government entities

In the preceding twelve (12) months, Stewart has disclosed the following categories of personal information for a business purpose:

- Category A: Identifiers
- Category B: California Customer Records personal information categories
- Category C: Protected classification characteristics under California or federal law
- Category D: Commercial Information
- Category E: Biometric Information
- Category F: Internet or other similar network activity
- Category G: Geolocation data
- Category H: Sensory data
- Category I: Professional or employment-related information
- Category J: Non-public education information
- Category K: Inferences

Consumer Rights and Choices

The CCPA provides consumers (California residents) with specific rights regarding their personal information. This section describes your CCPA rights and explains how to exercise those rights.

Access to Specific Information and Data Portability Rights

You have the right to request that Stewart disclose certain information to you about our collection and use of your personal information over the past 12 months. Once we receive and confirm your verifiable consumer request, Stewart will disclose to you:

- The categories of personal information Stewart collected about you.
- The categories of sources for the personal information Stewart collected about you.
- Stewart's business or commercial purpose for collecting that personal information.
- The categories of third parties with whom Stewart shares that personal information.
- The specific pieces of personal information Stewart collected about you (also called a data portability request).
- If Stewart disclosed your personal data for a business purpose, a listing identifying the personal information categories that each category of recipient obtained.

Deletion Request Rights

You have the right to request that Stewart delete any of your personal information we collected from you and retained, subject to certain exceptions. Once we receive and confirm your verifiable consumer request, Stewart will delete (and direct our service providers to delete) your personal information from our records, unless an exception applies.

Stewart may deny your deletion request if retaining the information is necessary for us or our service providers to:

1. Complete the transaction for which we collected the personal information, provide a good or service that you requested, take actions reasonably anticipated within the context of our ongoing business relationship with you, or otherwise perform our contract with you
2. Detect security incidents, protect against malicious, deceptive, fraudulent, or illegal activity, or prosecute those responsible for such activities.
3. Debug products to identify and repair errors that impair existing intended functionality.
4. Exercise free speech, ensure the right of another consumer to exercise their free speech rights, or exercise another right provided for by law.
5. Comply with the California Electronic Communications Privacy Act (Cal. Penal Code § 1546 *seq.*).
6. Engage in public or peer-reviewed scientific, historical, or statistical research in the public interest that adheres to all other applicable ethics and privacy laws, when the information's deletion may likely render impossible or seriously impair the research's achievement, if you previously provided informed consent.
7. Enable solely internal uses that are reasonably aligned with consumer expectations based on your relationship with us.
8. Comply with a legal obligation.
9. Make other internal and lawful uses of that information that are compatible with the context in which you provided it.

Exercising Access, Data Portability, and Deletion Rights

To exercise the access, data portability, and deletion rights described above, please submit a verifiable consumer request to us either:

- Calling us Toll Free at 1-866-571-9270
- Emailing us at Privacyrequest@stewart.com
- Visiting <http://stewart.com/ccpa>

Only you, or someone legally authorized to act on your behalf, may make a verifiable consumer request related to your personal information. You may also make a verifiable consumer request on behalf of your minor child.

To designate an authorized agent, please contact Stewart through one of the methods mentioned above.

You may only make a verifiable consumer request for access or data portability twice within a 12-month period. The verifiable consumer request must:

- Provide sufficient information that allows us to reasonably verify you are the person about whom we collected personal information or an authorized representative.
- Describe your request with sufficient detail that allows us to properly understand, evaluate, and respond to it.

Stewart cannot respond to your request or provide you with personal information if we cannot verify your identity or authority to make the request and confirm the personal information relates to you.

Making a verifiable consumer request does not require you to create an account with Stewart.

Response Timing and Format

We endeavor to respond to a verifiable consumer request within forty-five (45) days of its receipt. If we require more time (up to an additional 45 days), we will inform you of the reason and extension period in writing.

A written response will be delivered by mail or electronically, at your option.

Any disclosures we provide will only cover the 12-month period preceding the verifiable consumer request's receipt. The response we provide will also explain the reasons we cannot comply with a request, if applicable. For data portability requests, we will select a format to provide your personal information that is readily useable and should allow you to transmit the information from one entity to another entity without hindrance.

Stewart does not charge a fee to process or respond to your verifiable consumer request unless it is excessive, repetitive, or manifestly unfounded. If we determine that the request warrants a fee, we will tell you why we made that decision and provide you with a cost estimate before completing your request.

Non-Discrimination

Stewart will not discriminate against you for exercising any of your CCPA rights. Unless permitted by the CCPA, we will not:

- Deny you goods or services.
- Charge you a different prices or rates for goods or services, including through granting discounts or other benefits, or imposing penalties.
- Provide you a different level or quality of goods or services.
- Suggest that you may receive a different price or rate for goods or services or a different level or quality of goods or services.

Changes to Our Privacy Notice

Stewart reserves the right to amend this privacy notice at our discretion and at any time. When we make changes to this privacy notice, we will post the updated notice on Stewart's website and update the notice's effective date. **Your continued use of Stewart's website following the posting of changes constitutes your acceptance of such changes.**

Contact Information

If you have questions or comments about this notice, the ways in which Stewart collects and uses your information described here, your choices and rights regarding such use, or wish to exercise your rights under California law, please do not hesitate to contact us at:

Phone: Toll Free at 1-866-571-9270

Website: <http://stewart.com/ccpa>

Email: Privacyrequest@stewart.com

Postal Address: Stewart Information Services Corporation
Attn: Mary Thomas, Deputy Chief Compliance Officer
1360 Post Oak Blvd., Ste. 100, MC #14-1
Houston, TX 77056

STG Privacy Notice 2 (Rev 01/26/09) Independent Agencies and Unaffiliated Escrow Agents

WHAT DO/DOES THE Land Title Company of Grant County, Inc. DO WITH YOUR PERSONAL INFORMATION?

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

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

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

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

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

Sharing practices

How often do/does Land Title Company of Grant County, Inc. notify me about their practices?	We must notify you about our sharing practices when you request a transaction.
How do/does Land Title Company of Grant County, Inc. protect my personal information?	To protect your personal information from unauthorized access and use, we use security measures that comply with federal and state law. These measures include computer, file, and building safeguards.
How do/does Land Title Company of Grant County, Inc. collect my personal information?	<p>We collect your personal information, for example, when you</p> <ul style="list-style-type: none"> • request insurance-related services • provide such information to us <p>We also collect your personal information from others, such as the real estate agent or lender involved in your transaction, credit reporting agencies, affiliates or other companies.</p>
What sharing can I limit?	Although federal and state law give you the right to limit sharing (e.g., opt out) in certain instances, we do not share your personal information in those instances.

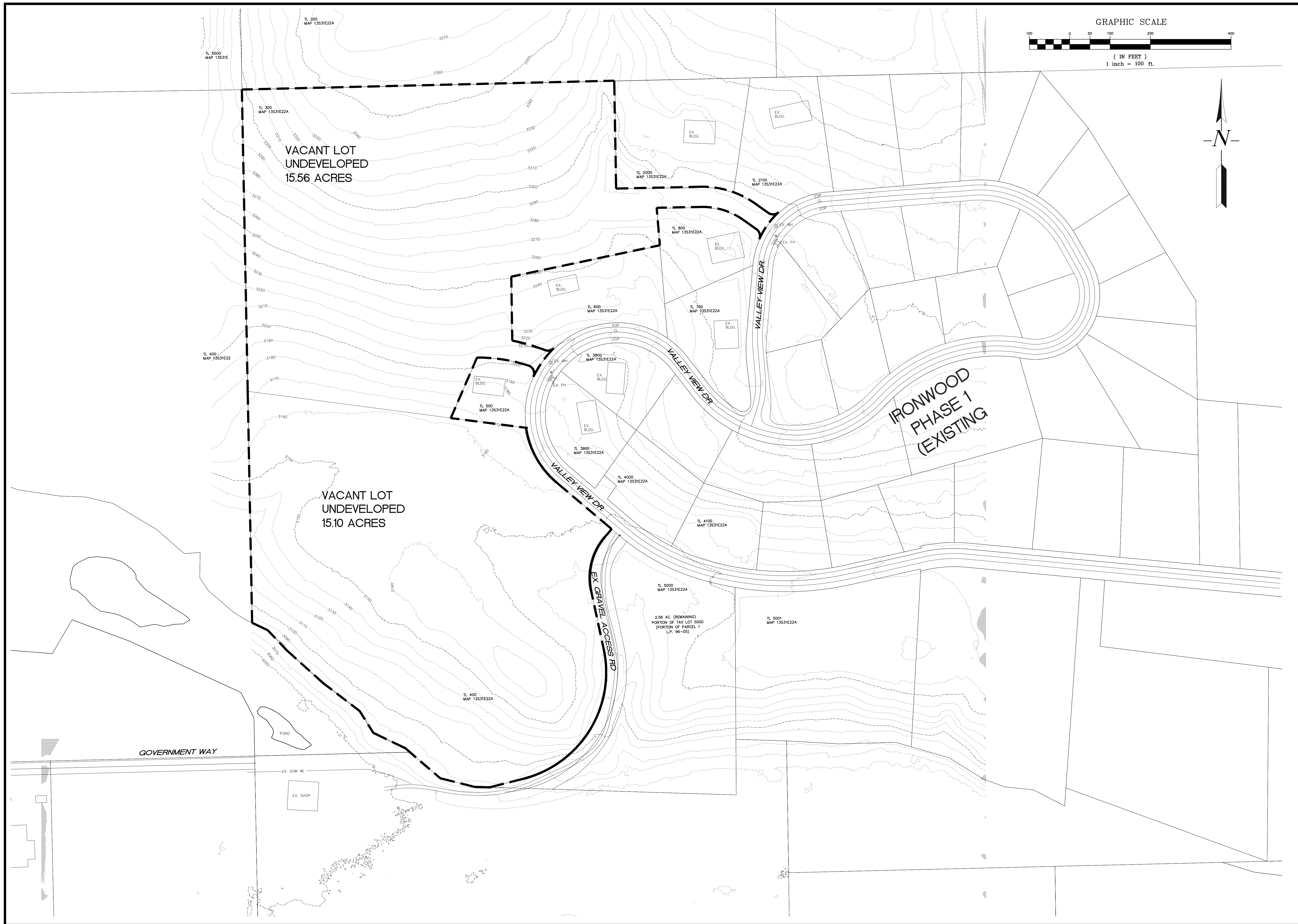
Contact Us

If you have any questions about this privacy notice, please contact us at: Land Title Company of Grant County, Inc., 145 NE Dayton Street, John Day, OR 97845-1092

Exhibit B

Development Description and Depiction

[attached]



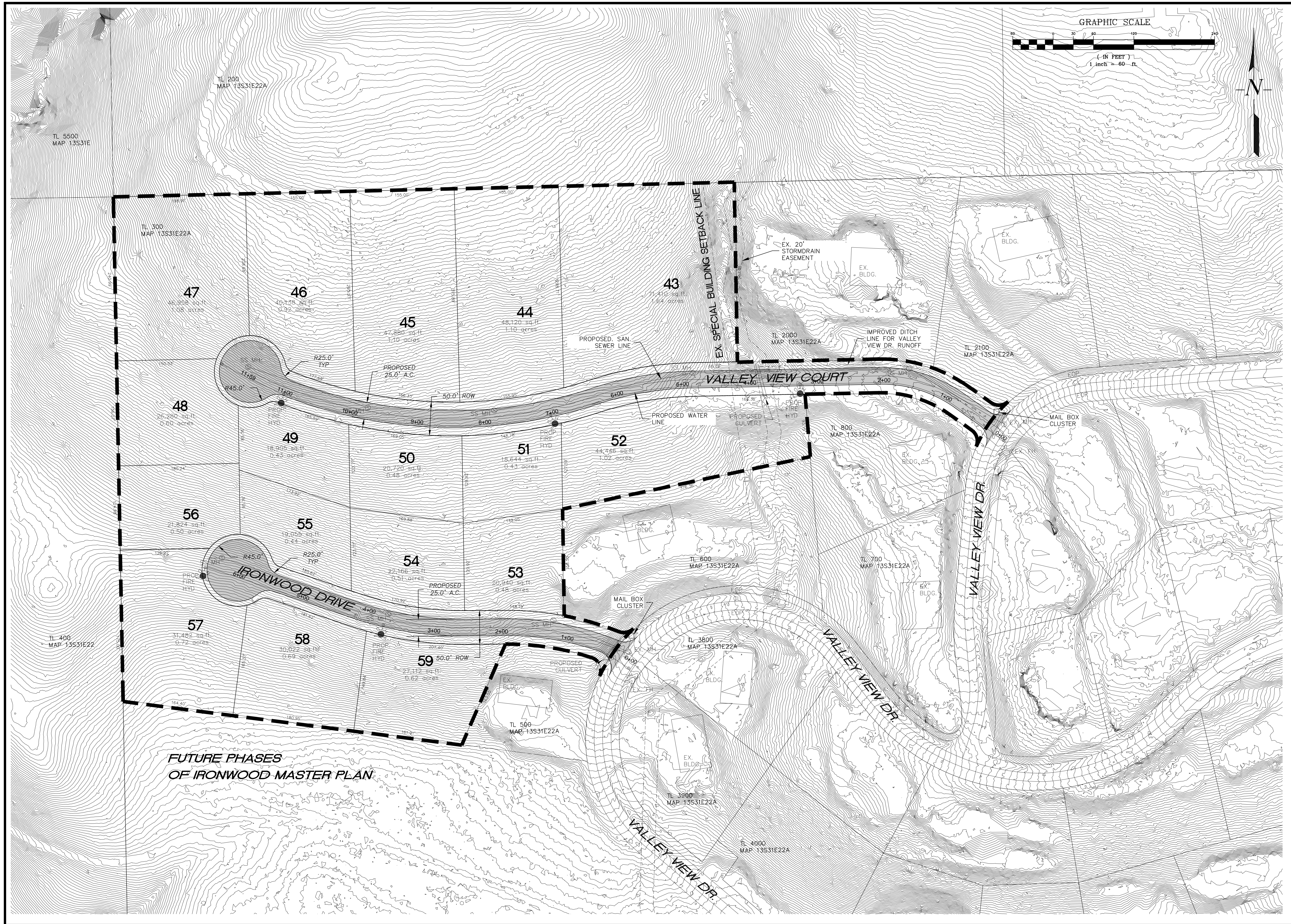
REVISIONS	BY

IRONWOOD MASTER PLAN
IRON TRIANGLE

EX. SITE CONDITIONS

SISUL ENGINEERING
158 E. MAIN ST.
JOHN DAY, OREGON 97845
(541) 575-3777
DRAWING:

DATE: APRIL 2021
SCALE: 1"=100'
DRAWN: GB
JOB: 21-025
SHEET: **01**
OF 04 SHEETS



REVISIONS	BY

IRONWOOD MASTER PLAN
IRON TRIANGLE

PRELIMINARY PLAT
PHASE 2
(PLAN VIEW)

SISUL ENGINEERING
156 E. MAIN ST.
JOHN DAY, OREGON 97845
(541) 575-3777
DRAWING:

DATE	APRIL 2021
SCALE	1"=60'
DRAWN	GB
JOB	21-025
SHEET	03
OF 05 SHEETS	

Exhibit C
Public Improvement Plans and Specifications

[attached]

Engineer's Estimate
"Ironwood Estates - Phase 2" Improvements
Rough Construction Cost
2/22/2022

Description of Improvements: This includes the expansion of streets and utilities for Ironwood Estates, to develop approximately 15.2 Acres - 17 single family residential lots. The existing Phase I of Ironwood Estates has provide stubs for the sewer, water and power to this property. Fiber-optics is proposed to be extend to existing lots in the areas and will also be provided to these lots. The property is on a hillside and roads be graded to minimize impact and balance the cut/fills as much as possible. As part of the road construction all the utilities (sewer, water, storm and private utilities) will be installed prior to construction of the pavement. A roadside ditch and cross-road culverts will divert runoff way from future structures and into the existing drainages. The existing drainages are very seasonal, only high rainfall or snow melt create flow in these drainages, for a limited amout of time. Prior Development and mining activities from when the Valley was dredged have stoped any direct surface flow of these drainages to the John Day River.

Typical Section	Length
25 ft. wide Paved Section	1750 ft
3 in. of HMAC over	
4 in. of 3/4"-0" Crushed Rock Base over	
8 in. of 2"-0 Crushed Base Rock	

Description	QUAN.	UNIT	UNIT PRICE	TOTAL PRICE
General				
Mobilization (7.5%)	1	LS	\$ 63,148.88	\$ 63,148.88
Erosion, Sediment & Pollution Control (2.5%)	1	LS	\$ 21,049.63	\$ 21,049.63
Clearing/Striping (2.0%)	1	LS	\$ 16,839.70	\$ 16,839.70
Street				
Grading- Embankment	9500	CY	\$ 24.00	\$ 228,000.00
Sawcut AC	120	LF	\$ 3.00	\$ 360.00
HMAC	1055	Ton	\$ 135.00	\$ 142,425.00
3/4"-0" Base Rock / Shoulder Rock	750	CY	\$ 42.00	\$ 31,500.00
2"-0" Base Rock	1500	CY	\$ 37.00	\$ 55,500.00
Waterlines				
8" C-900	1410	LF	\$ 65.00	\$ 91,650.00
6" D.I.	60	LF	\$ 70.00	\$ 4,200.00
8" Bend	6	EA.	\$ 500.00	\$ 3,000.00
8" x 8" Tees	1	EA.	\$ 700.00	\$ 700.00
8" x 6" Tees	5	EA.	\$ 750.00	\$ 3,750.00
8" Gate Valve	2	EA.	\$ 1,200.00	\$ 2,400.00
6" Gate Valve	4	EA.	\$ 1,000.00	\$ 4,000.00
Service & Meter	17	ea	\$ 750.00	\$ 12,750.00
Fire Hydrant	5	EA.	\$ 4,750.00	\$ 23,750.00
Sanitary				
8" 3034 PVC	1810	LF	\$ 55.00	\$ 99,550.00
4" 3034 PVC	500	LF	\$ 40.00	\$ 20,000.00
48" Manhole	7	EA	\$ 4,500.00	\$ 31,500.00
Storm Drain				
36" Culvert	80	LF	\$ 200.00	\$ 16,000.00
12" Culvert	180	LF	\$ 60.00	\$ 10,800.00
Roadside Ditch	1750	LF	\$ 3.00	\$ 5,250.00
Misc. Utilities (Power, Irrigation, Fiber-optics, etc) in Common Trench				
Utility Vaults	6	EA	\$ 2,500.00	\$ 15,000.00
3" Conduit	1900	LF	\$ 12.00	\$ 22,800.00
2" Conduit	1900	LF	\$ 9.00	\$ 17,100.00
Construction Total				\$ 943,023.20

IRON WOOD ESTATES

PHASE 2

DEVELOPER:

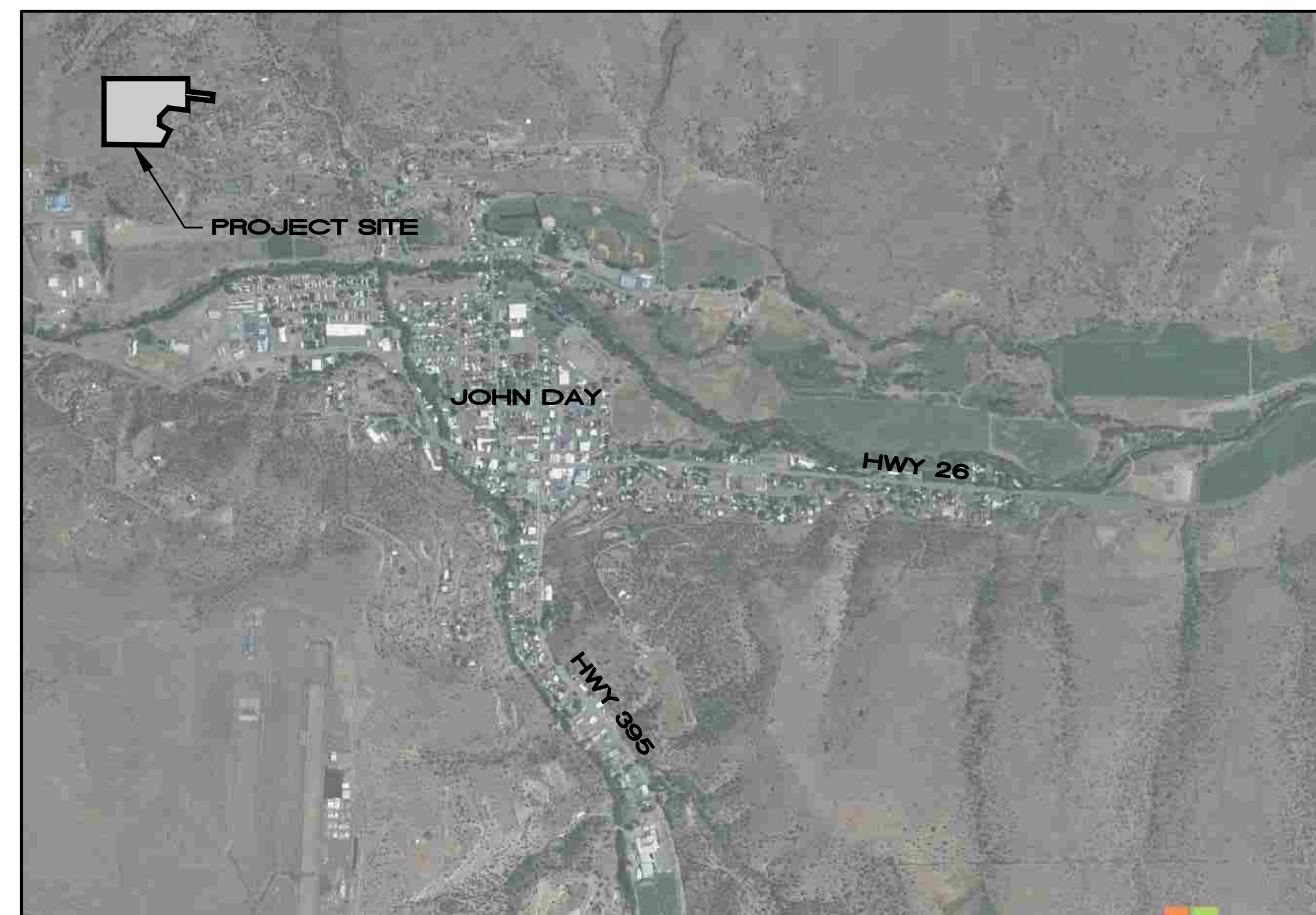
IRON TRIANGLE LLC

742 W MAIN ST.

JOHN DAY, OR 97873

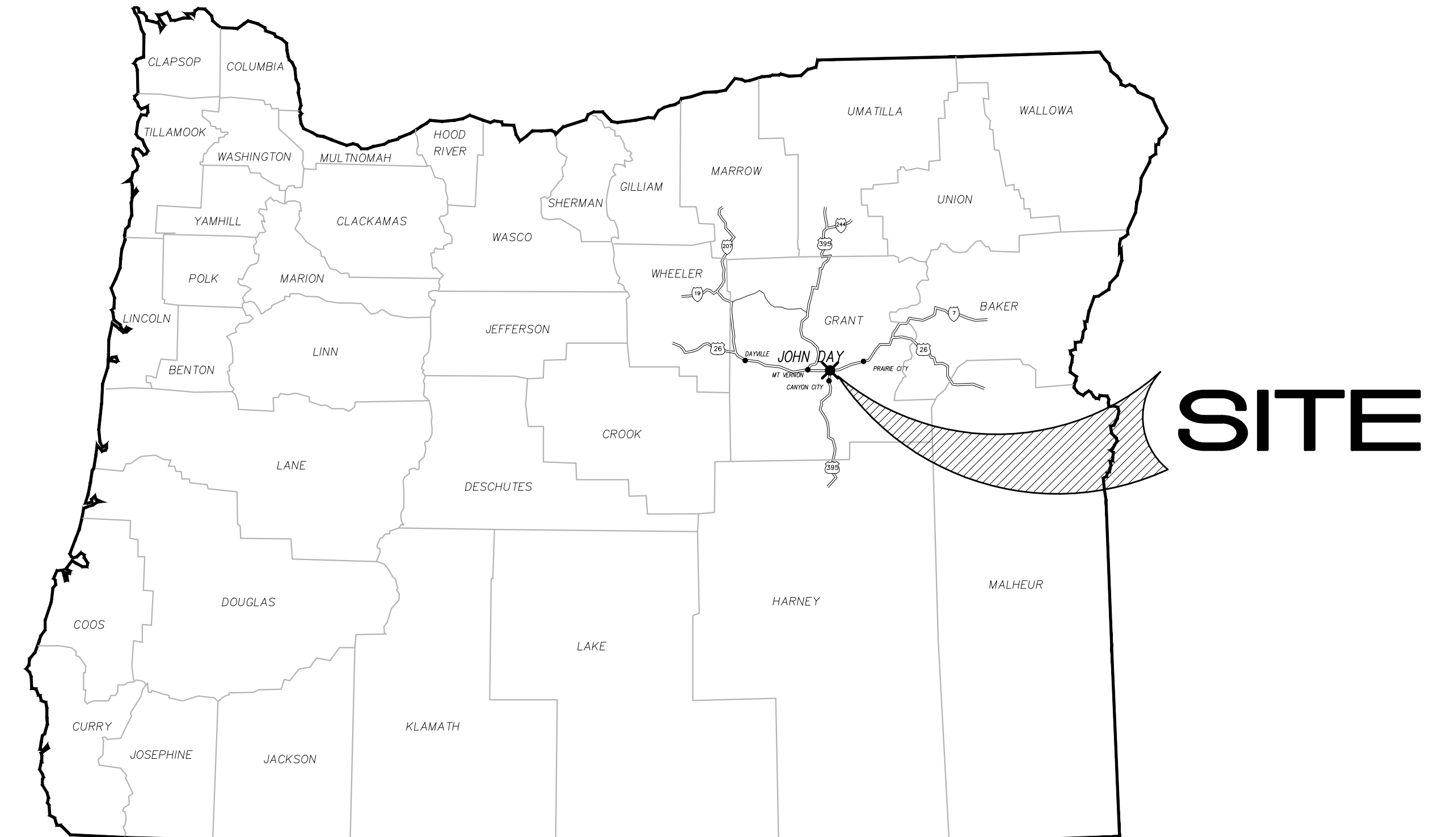
CONTACT: RUSS YOUNG

PH: 541-575-0151



VICINITY MAP

NTS



OREGON VICINITY MAP

INDEX

1. NOTES
2. WATER PLAN
3. SANITARY SEWER PLAN
4. SANITARY SEWER PROFILE
5. NW ALDRICH VIEW PLACE PLAN & PROFILE
6. IRONWOOD DRIVE PLAN & PROFILES
7. GRADING PLAN
8. CROSS-SECTIONS
9. DETAILS

JUNE 2022

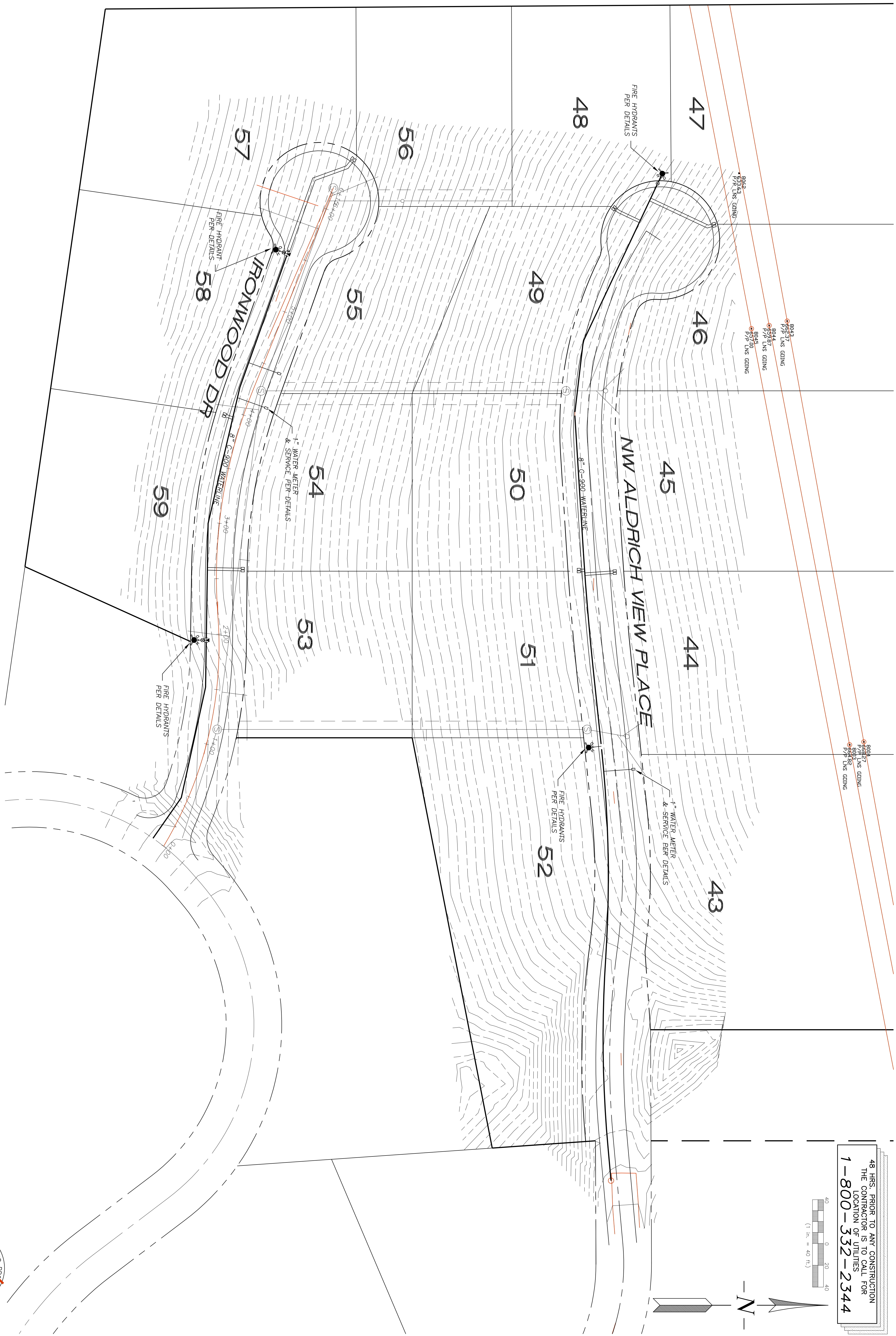
SISUL ENGINEERING

158 E. MAIN ST.

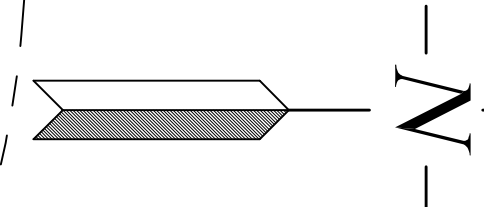
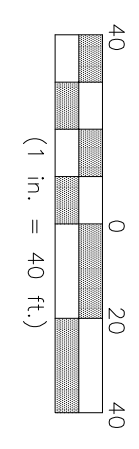
JOHN DAY, OR 97845

(541) 575-3777

MOST RECENT REVISION TO
THIS SET OF PLANS:



48 HRS. PRIOR TO ANY CONSTRUCTION
 THE CONTRACTOR IS TO CALL FOR
 THE LOCATION OF UTILITIES
 1-800-332-2344



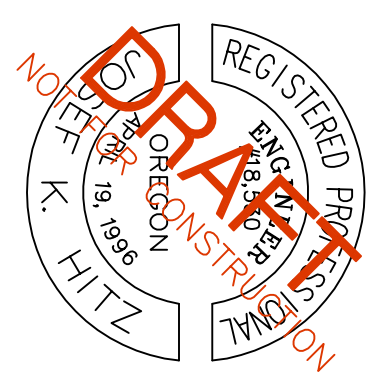
REVISIONS	BY

**IRONWOOD ESTATES
 PHASE 2
 IRON TRIANGLE LLC**

**WATERLINE
 PLAN**

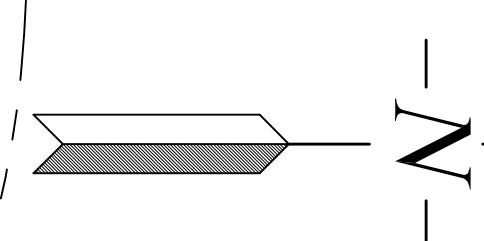
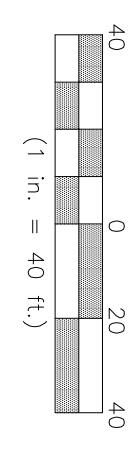
SISUL ENGINEERING
 158 E. MAIN ST.
 JOHN DAY, OREGON 97845
 (541) 575-3777
 DRAWING: XXXXXX

DATE: APRIL 2022
 SCALE: NOTED
 DRAWN: JH
 JOB: XXX
 SHEET: **02**
 OF 09 SHEETS





48 HRS. PRIOR TO ANY CONSTRUCTION
 THE CONTRACTOR IS TO CALL FOR
 THE LOCATION OF UTILITIES
 1-800-332-2344



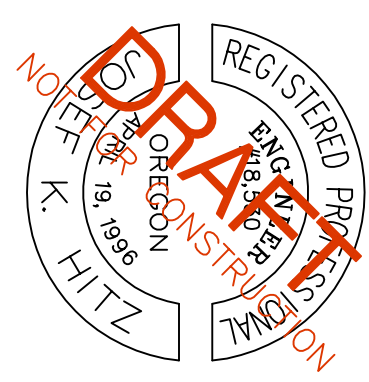
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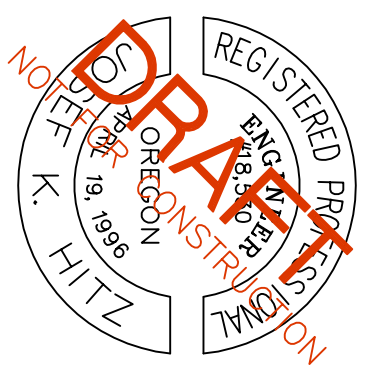
**IRONWOOD ESTATES
 PHASE 2
 IRON TRIANGLE LLC**

**SANITARY SEWER
 PLAN**

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 158 E. MAIN ST.
 JOHN DAY, OREGON 97845
 (541) 575-3777
 DRAWING: XXXXXX

DATE: APRIL 2022
 SCALE: NOTED
 DRAWN: JH
 JOB: XXX
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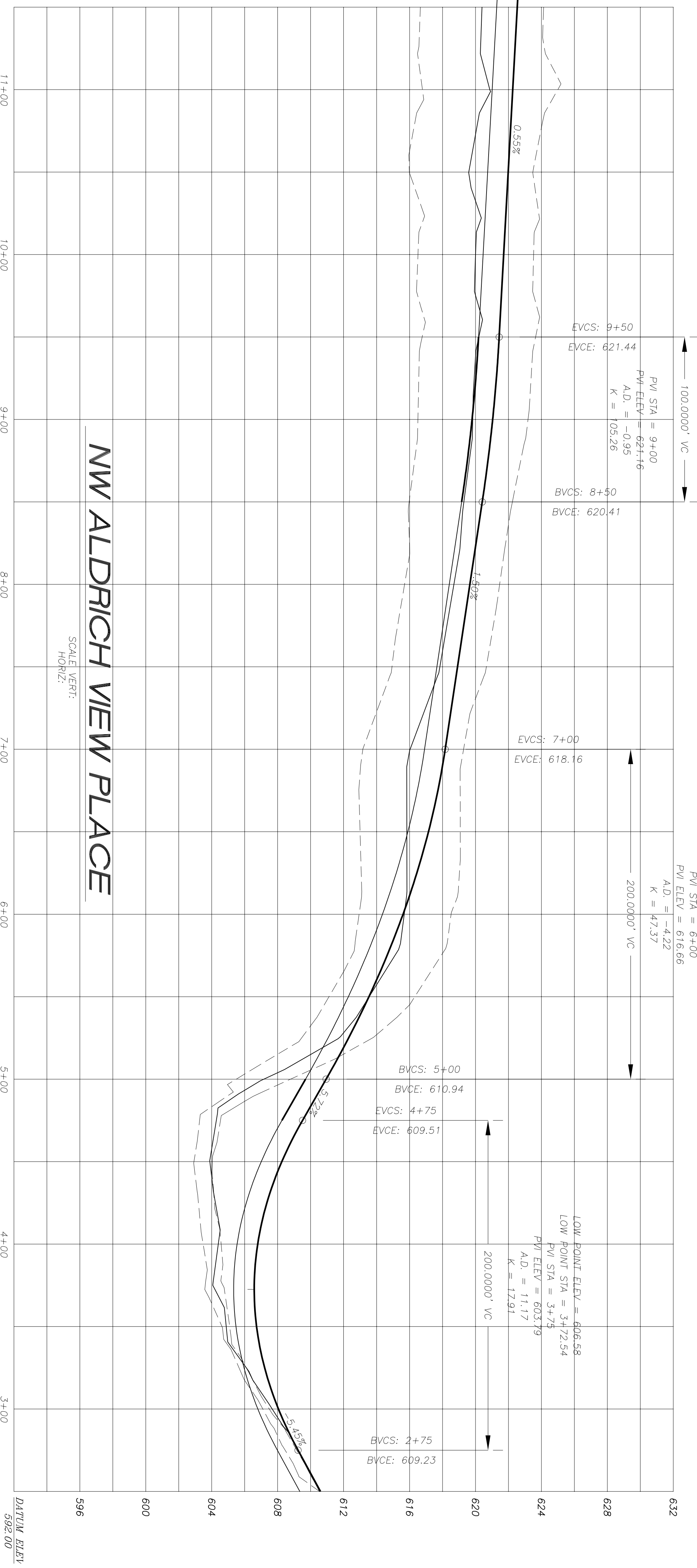
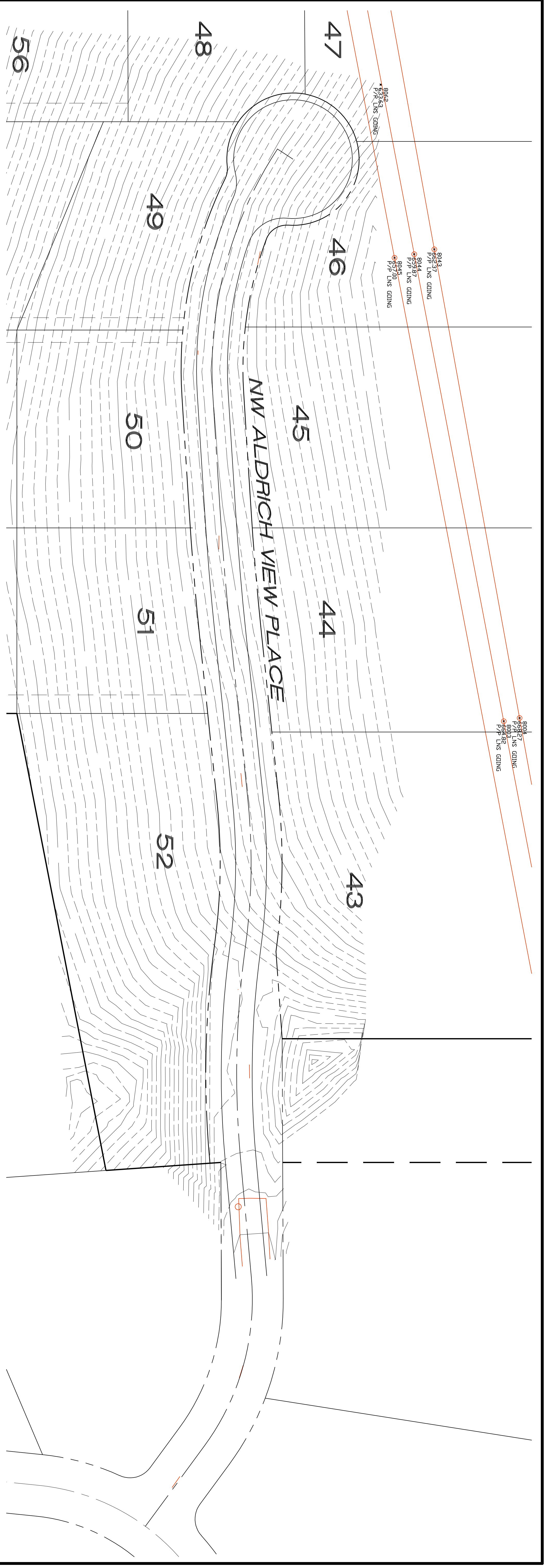
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158 E. MAIN ST.
JOHN DAY, OREGON 97845
(541) 575-3777
DRAWING: XXXXXX

SANITARY SEWER
PROFILES

*IRONWOOD ESTATES
PHASE 2
IRON TRIANGLE LLC*

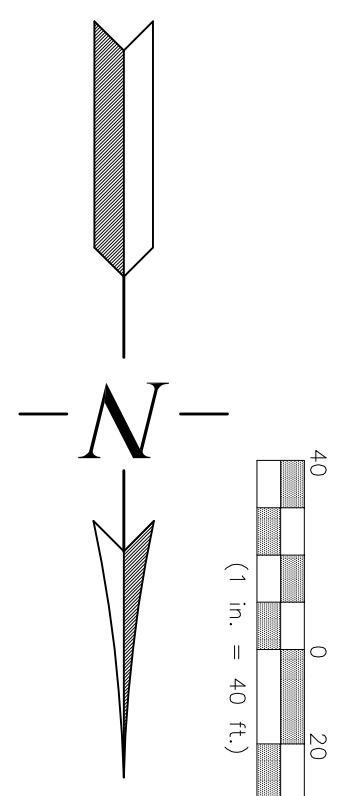
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OF 09 SHEETS



NW ALDRICH VIEW PLACE

SCALE VERT:
HORIZ:



48 HRS. PRIOR TO ANY CONSTRUCTION
THE CONTRACTOR IS TO CALL FOR
THE LOCATION OF UTILITIES
1-800-332-2344

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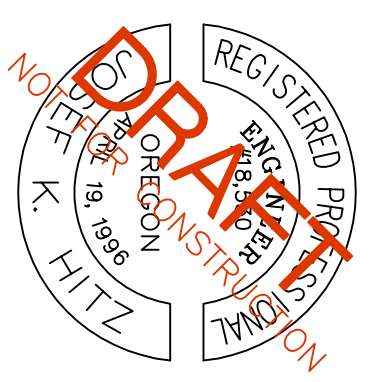
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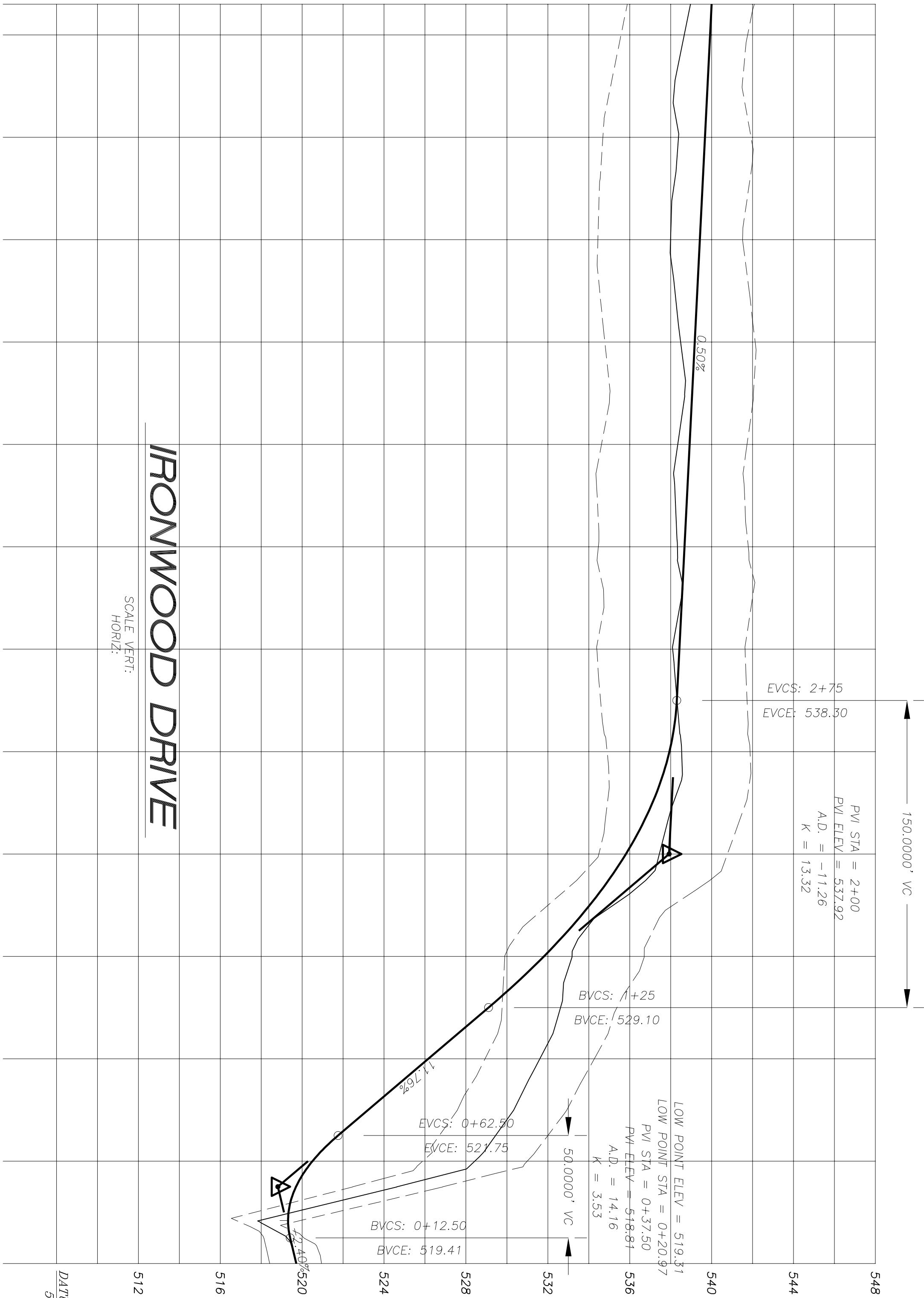
IRONWOOD ESTATES
PHASE 2
IRON TRIANGLE LLC

NW ALDRICH VIEW
PLACE
PLAN & PROFILE

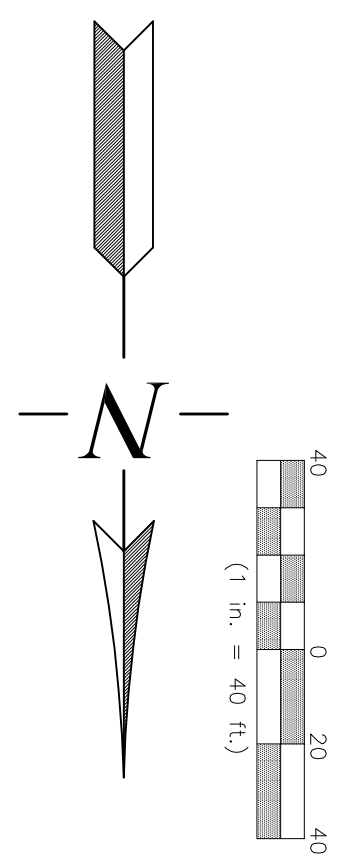
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158 E. MAIN ST.
JOHN DAY, OREGON 97845
(541) 575-3777
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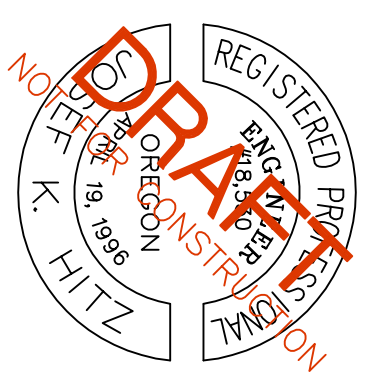
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1-800-332-2344



IRONWOOD DRIVE

SCALE VERT:
HORIZ:

DATE: APRIL 2022
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JOB: XXX
SHEET: 06
SHEETS: 09



SISUL ENGINEERING
158 E. MAIN ST.
JOHN DAY, OREGON 97845
(541) 575-3777
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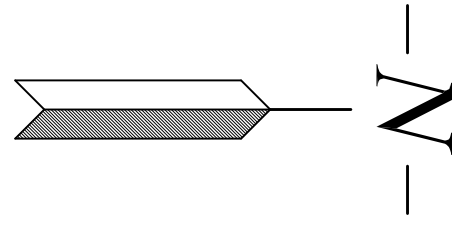
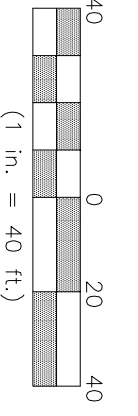
**IRONWOOD DRIVE
PLAN & PROFILE**

*IRONWOOD ESTATES
PHASE 2
IRON TRIANGLE LLC*

REVISIONS	BY



48 HRS. PRIOR TO ANY CONSTRUCTION
 THE CONTRACTOR IS TO CALL FOR
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 1-800-332-2344

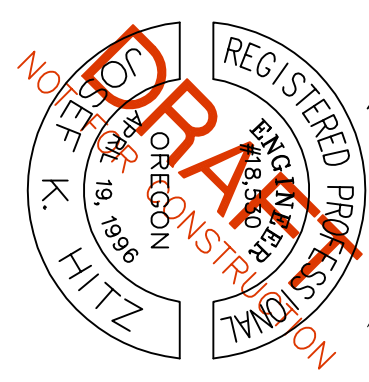


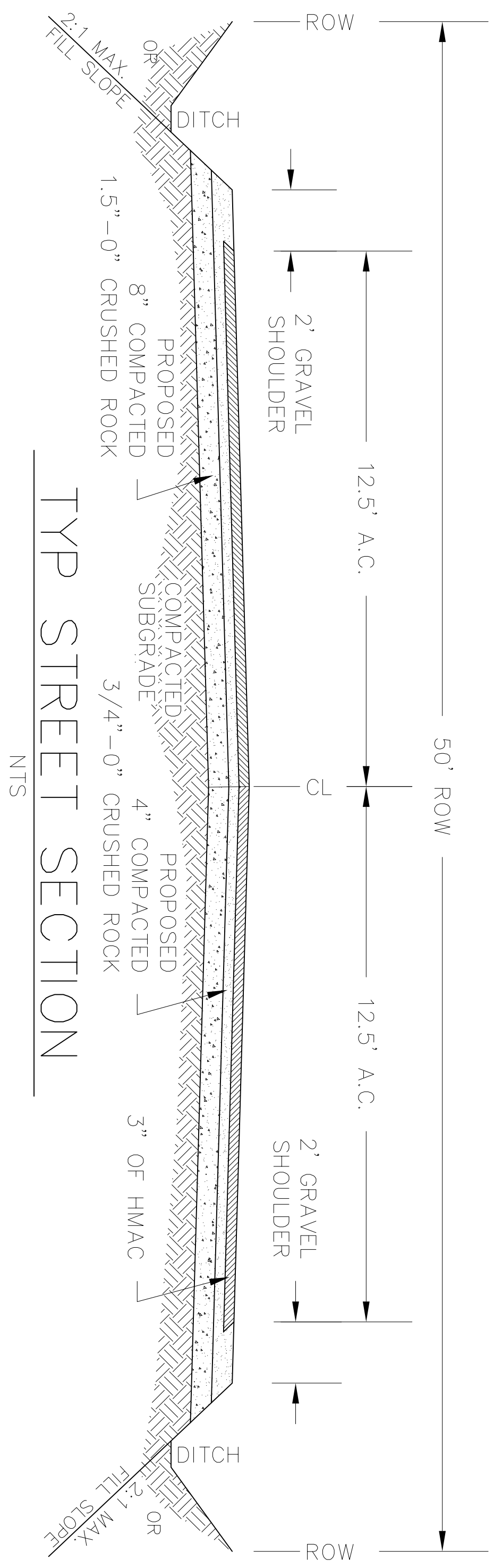
REVISIONS	BY

IRONWOOD ESTATES
 PHASE 2
 IRON TRIANGLE LLC

GRADING
 PLAN

SISUL ENGINEERING
 158 E. MAIN ST.
 JOHN DAY, OREGON 97845
 (541) 575-3777
 DRAWING: XXXXXX





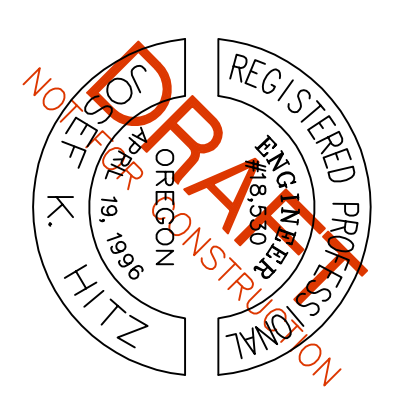
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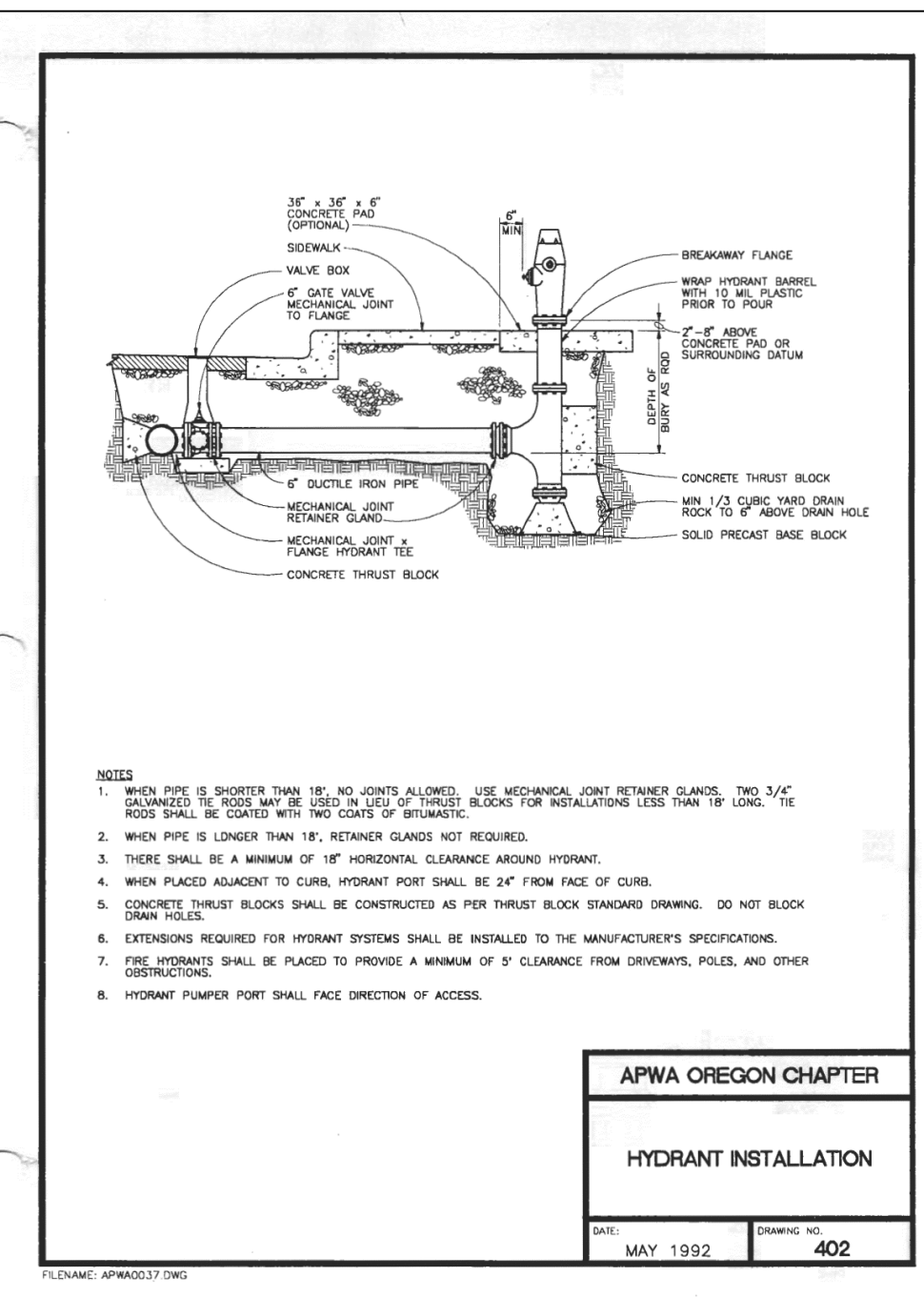
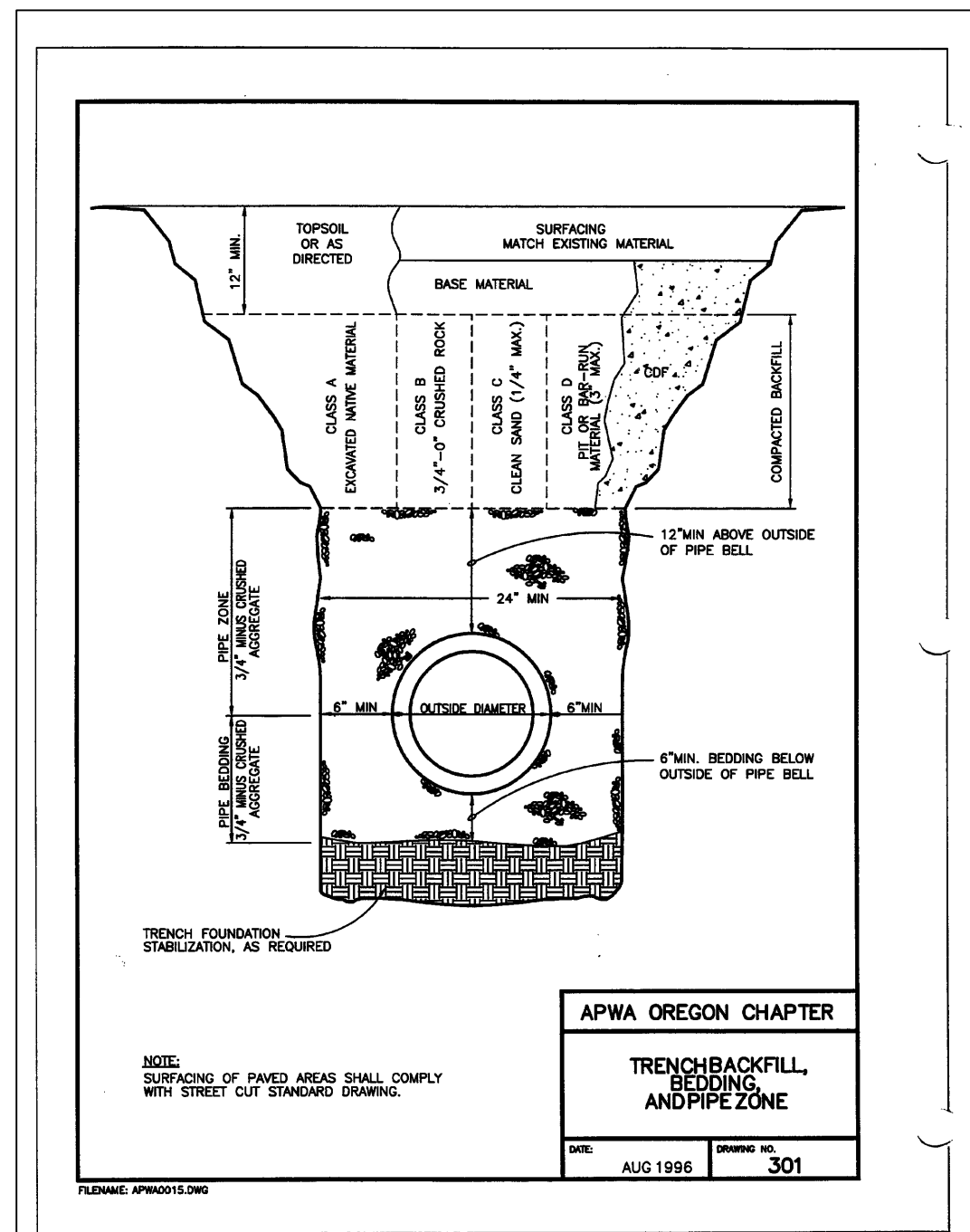
IRONWOOD ESTATES
 PHASE 2
 IRON TRIANGLE LLC

STREET CROSS
 SECTIONS

SISUL ENGINEERING
 158 E. MAIN ST.
 JOHN DAY, OREGON 97845
 (541) 575-3777
 DRAWING: XXXXXX

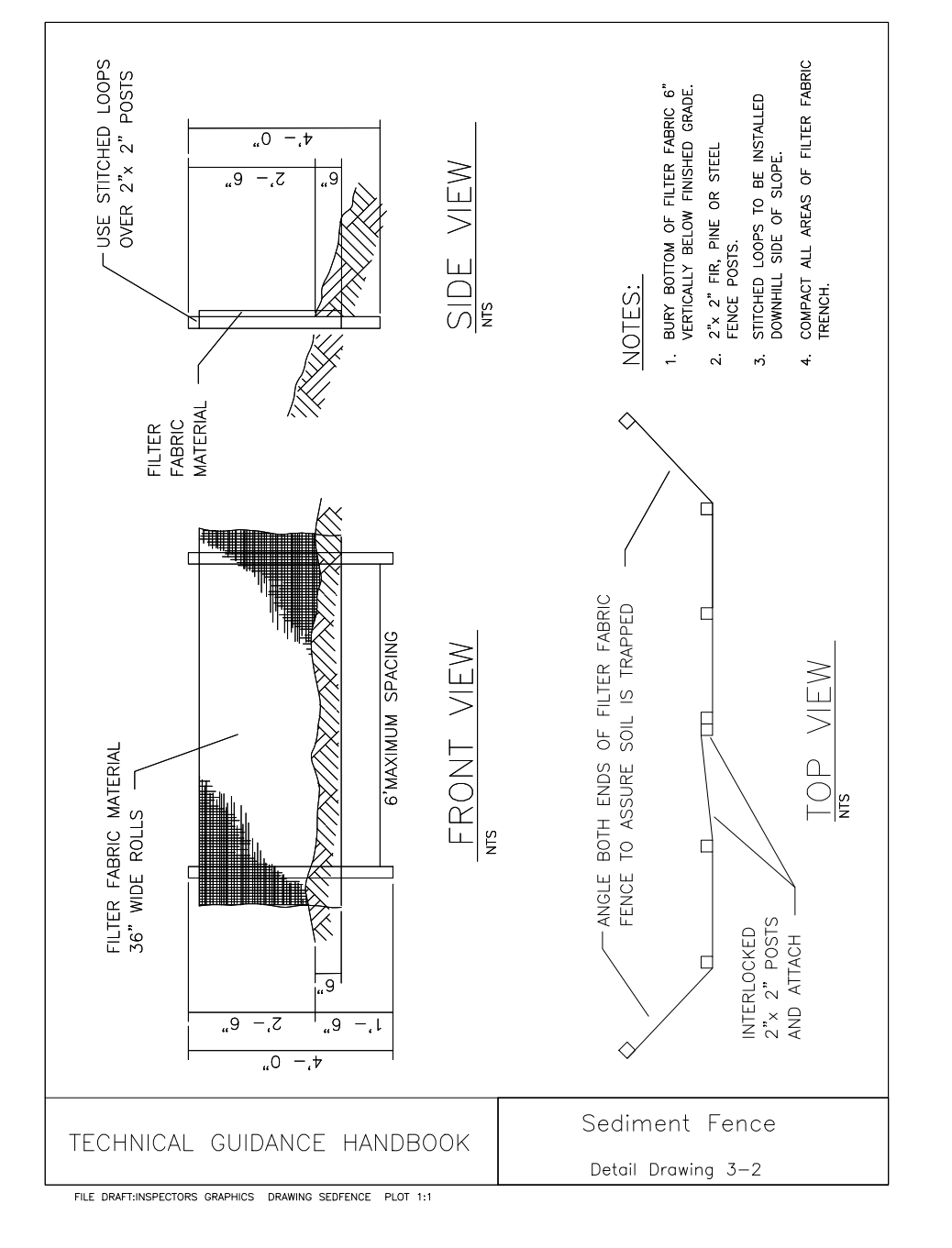
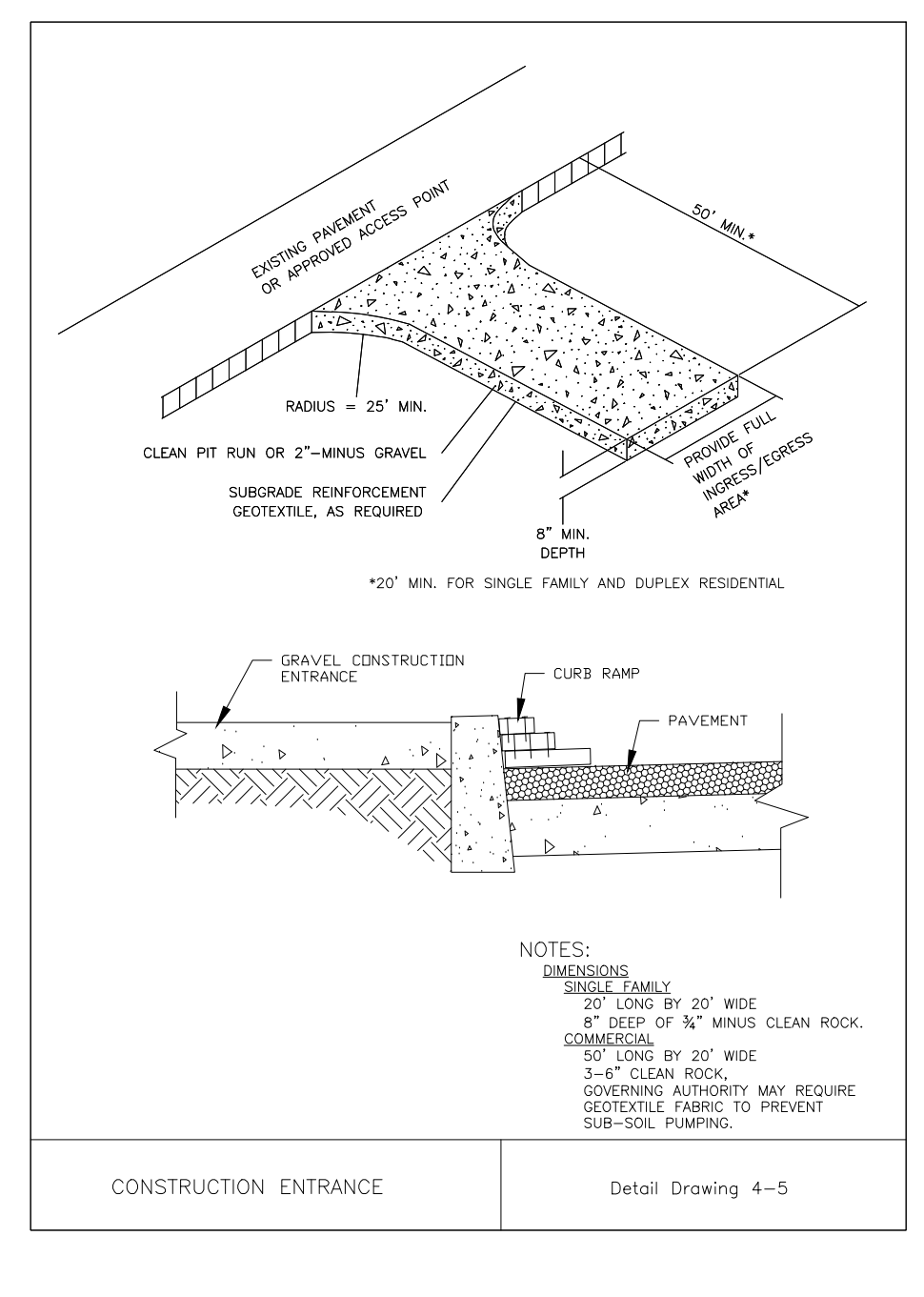
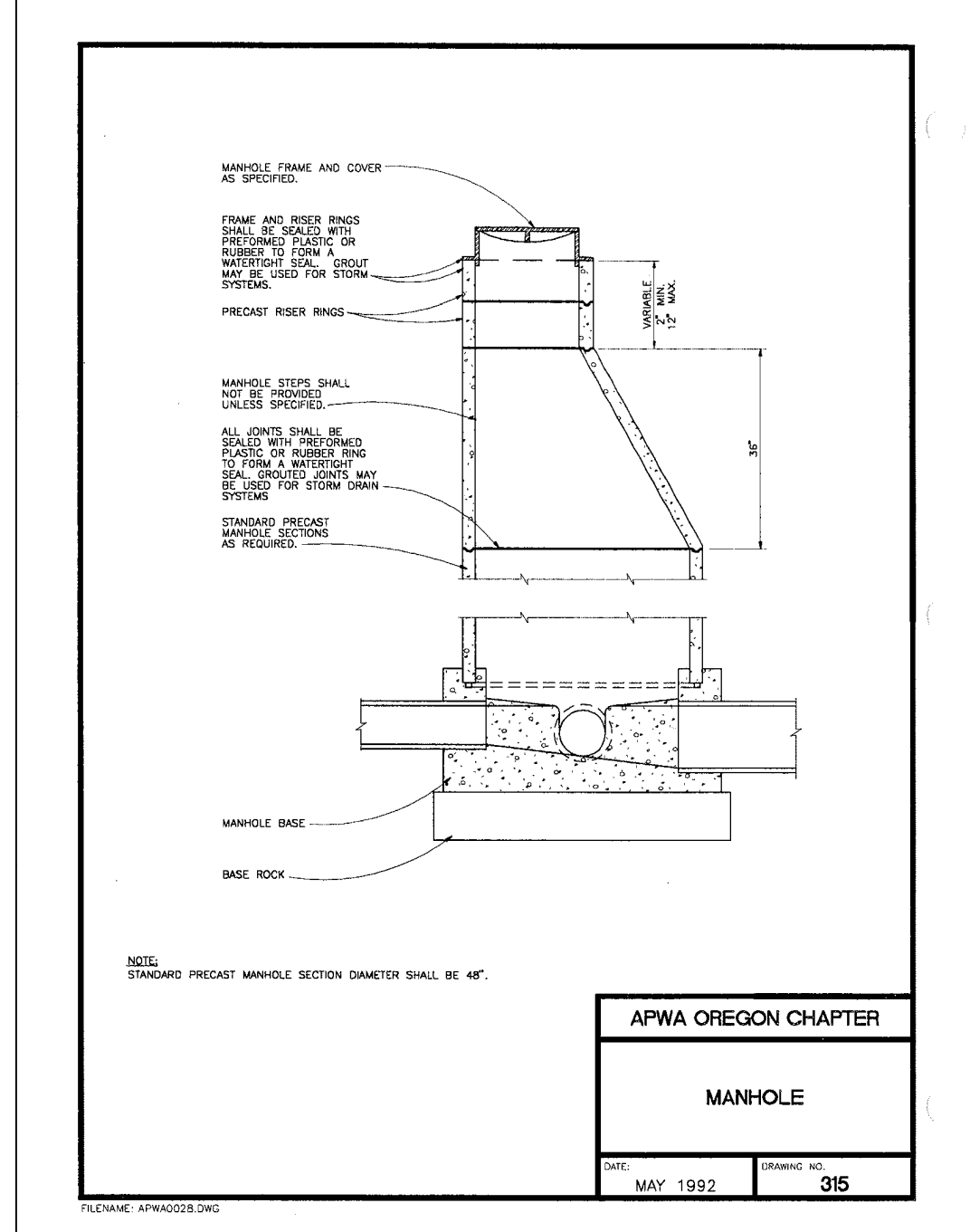
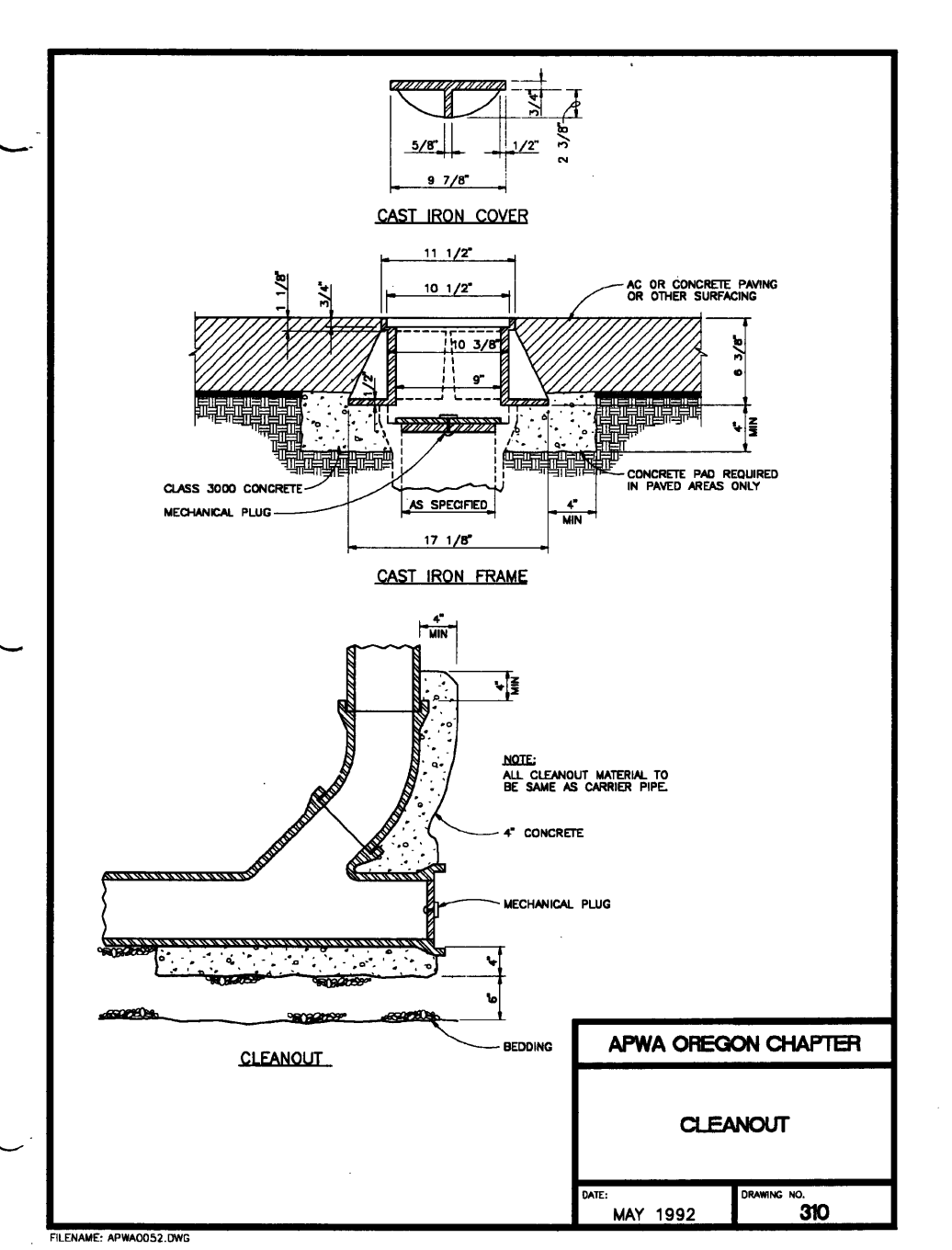
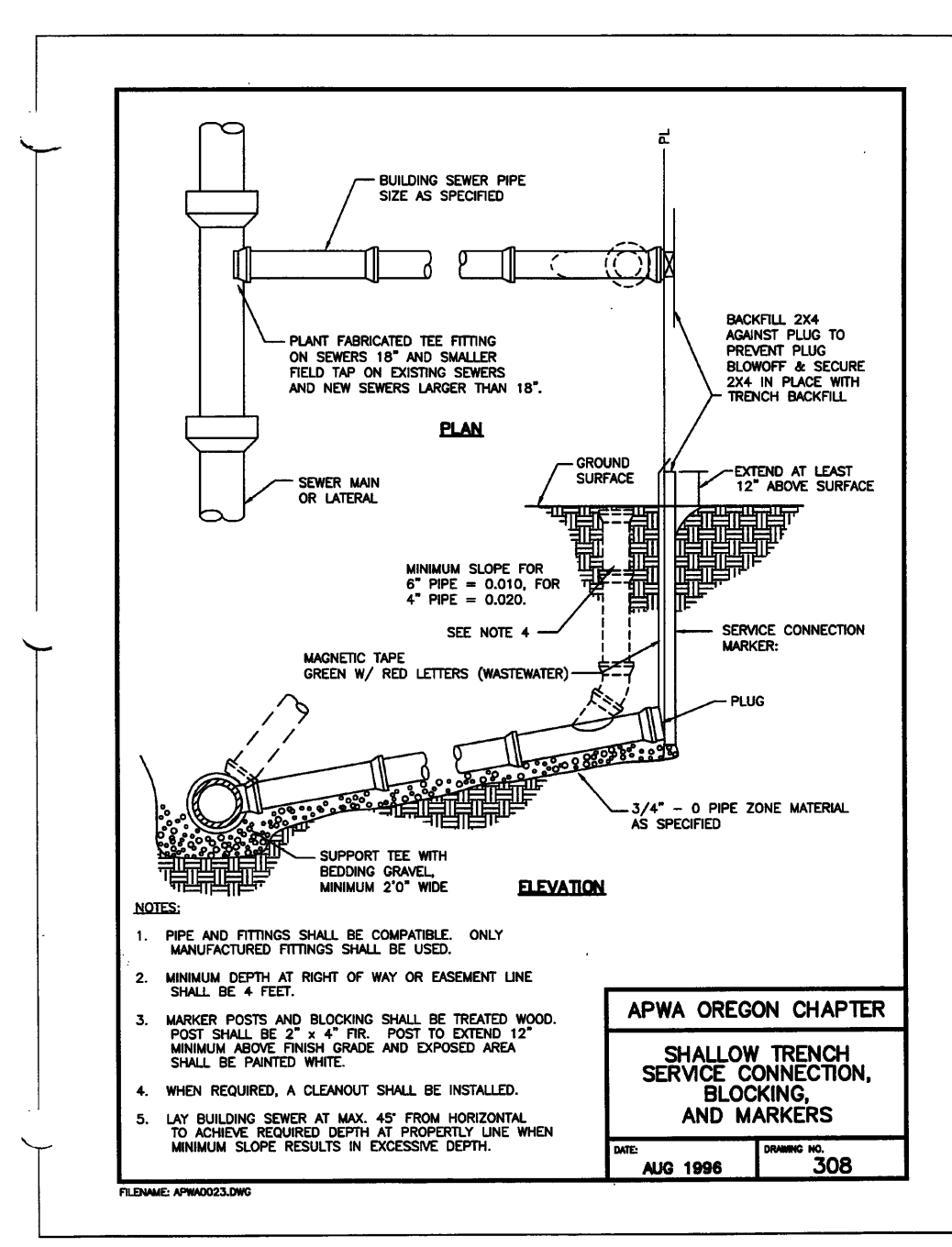
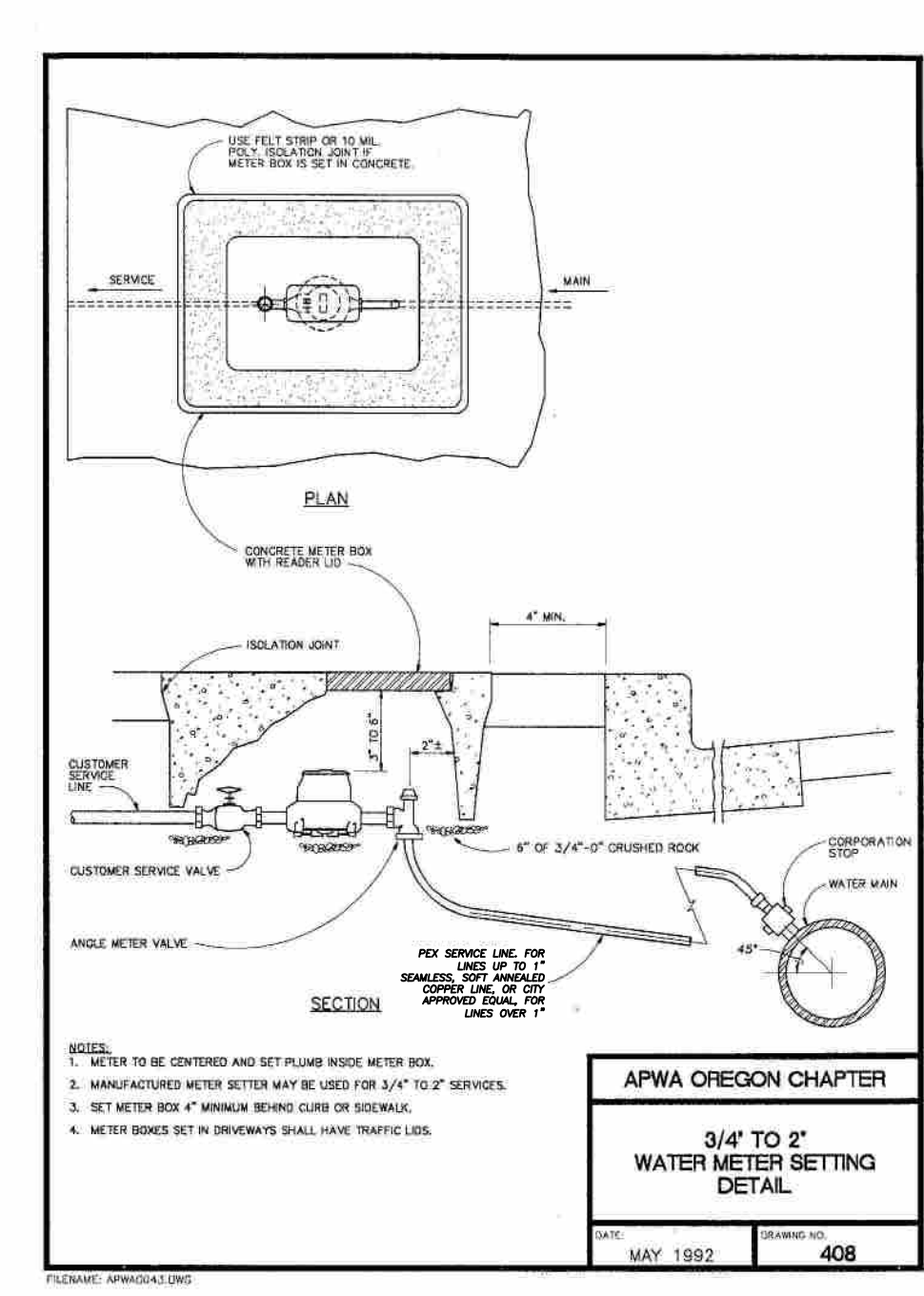
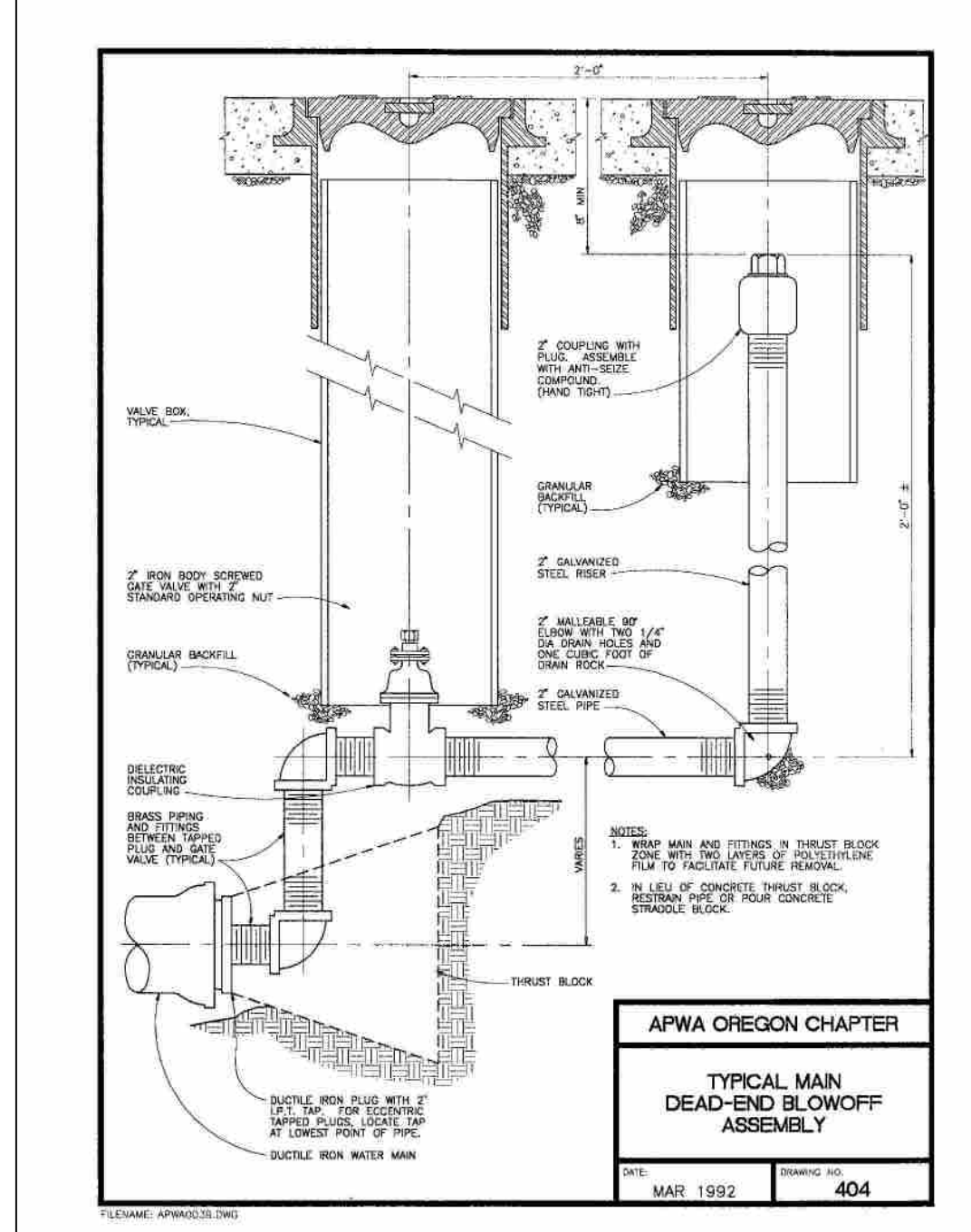
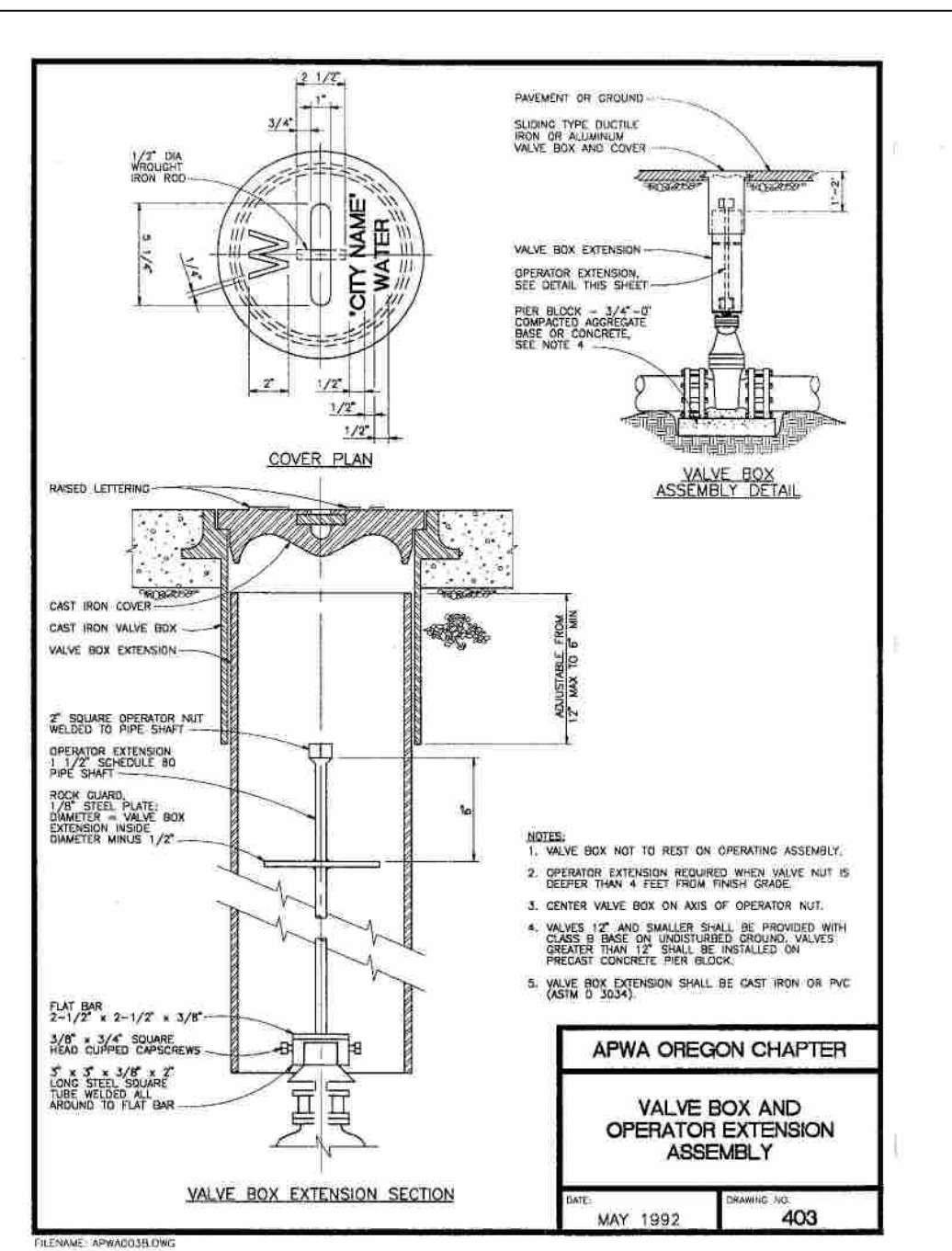
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 DRAWN: JH
 JOB: XXX
 SHEET: 08
 OF 09 SHEETS





[HORIZONTAL] BEARING AREA OF THRUST BLOCKS IN SQUARE FEET		[VERTICAL] VOLUME OF THRUST BLOCK IN CUBIC YARDS	
PIPE SIZE (INCHES)	THRUST FORCE (POUNDS)	THRUST FORCE (POUNDS)	THRUST FORCE (POUNDS)
4	1.0	1.4	1.4
5	3.1	3.7	3.0
6	5.9	6.5	5.3
8	12.8	15.2	12.4
10	22.8	27.4	22.8
12	37.0	44.2	36.8
14	53.0	62.8	51.8
16	71.0	84.2	69.4
18	91.0	108.4	89.4
20	113.0	135.4	111.4
24	171.0	204.4	167.4

APWA OREGON CHAPTER
THRUST BLOCKING
 DATE: MAY 1992 DRAWING NO: 401



REVISIONS	BY

IRONWOOD ESTATES
PHASE 2
IRON TRIANGLE LLC

DETAIL

SUSUL ENGINEERING
 158 E. MAIN STREET
 JOHN DAY, OR 97845
 (541) 573-9777
 susuleng.com

DATE: MAR 2022
 SCALE: NOTED
 DRAWN: GJB
 JOB: 20-032
 SHEET: 09
 OF XX SHEETS

DRAFT