

Umatilla County

Department of Land Use Planning



DIRECTOR
TAMRA MABBOTT

LAND USE
PLANNING,
ZONING AND
PERMITTING

CODE
ENFORCEMENT

SOLID WASTE
COMMITTEE

SMOKE
MANAGEMENT

GIS AND
MAPPING

RURAL
ADDRESSING

LIAISON, NATURAL
RESOURCES &
ENVIRONMENT

MEMO

TO: Umatilla County Planning Commissioners
FROM: Bob Waldher, Senior Planner
DATE: March 15, 2017

RE: March 23, 2017 Planning Commission Hearing
Sinor-Coffman Verification of Non-conforming Use
Land Use Decision #LUD-213-17

Request

The applicants/owners are requesting Verification of Non-conforming use approval to continue the use of the subject property for a trucking business. The subject property is located on the west side of State Highway 207 (Butter Creek Highway), just outside the Hermiston Urban Growth Boundary, and is mapped as Township 4N, Range 28, Section 21A; Tax Lot #302. A vicinity map of the subject property is included as an attachment.

Background Information

The application was submitted to the County Planning Department on February 21, 2017. However, Umatilla County permitting history and various communications about the subject property date back to 1979. Information from the property file is included as an attachment to this memo, and a summary of permitting history is presented in the Preliminary Findings and Conclusions (see attached).

Since the application submittal date, additional information has been added to the project record. These are included as attachments and summarized as follows:

March 9, 2017 Email Communication from Tom Lapp, Oregon Department of Transportation (ODOT)

Information provided by ODOT indicates that the existing approach is unpermitted. If the permitted use does not add additional truck traffic to/from the site and does not constitute a change of use to the property, the current access would fall under ODOT's "presumed to be permitted" status and would not require a new permit, unless safety and operations concerns developed.

The ODOT permit specialist indicated that traffic data from 2013 shows this area of Highway 207 to be in the top 10 percent for crashes (See attached map). ODOT indicated that 10 additional commercial truck trips over the current amount would constitute a change of use, and ODOT would ask the owner to apply for a new access permit.

Memo

Planning Commission Public Hearing – March 23, 2017

Sinor-Coffman Verification of Non-conforming Use

March 14, 2017 Letter from Mr. Don Waters (Owner of Tax Lot #300, North of Subject Property)

In his letter, Mr. Waters states concerns regarding the vehicle crash rate along this stretch of Highway 207 as well as concerns about the access easement.

Applicable Criteria

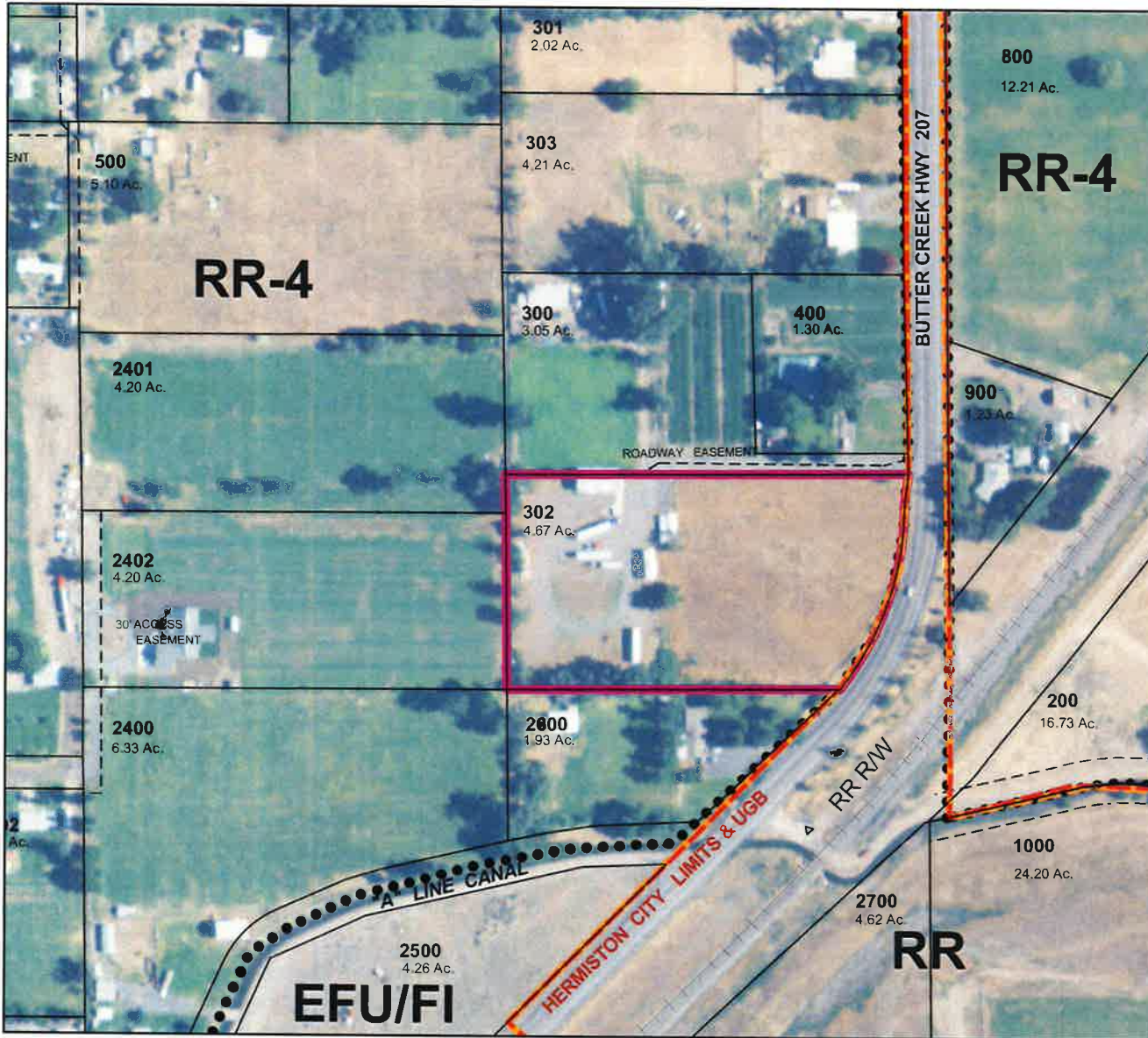
The applicable criteria for Verification of Non-conforming Use are found in Umatilla County Development Code Section 152.600.

Conclusion

The Planning Commission is asked to refer to the Preliminary Findings and Conclusions and supporting information to make a decision as to whether or not the use was lawfully created and that the use constitutes a nonconforming use. The decision must be based on substantive, factual evidence in the record, not conclusory statements.

Attachments

- Vicinity Map of Subject Property
- Umatilla County Property File Information
- Email Communication from ODOT
- Letter from Mr. Waters
- Preliminary Findings and Conclusions with Attachments



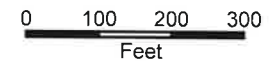
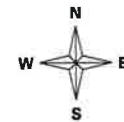
PROPERTY OWNERS WITHIN 250'
NOTICE FROM SUBJECT PARCEL

MAP & TAX LOT	OWNER
4N2821A000300	WATERS DONALD F & JOYCE M
4N2821A000302	COFFMAN JAMES W & NEILA
4N2821A000400	WATERS DONALD F & JOYCE M
4N2821A000500	TENNANT GARY G
4N2821A002400	RIDDLE ROBERT L
	RETTKOWSKI BRADY A & TIFFANY M (AGT)
4N2821A002401	TEJEDA MARTINIANO & RAMIRA U D
4N2821A002402	SANCHEZ HELEO & SANCHEZ GUADALUPE
4N2821A002600	IRWIN DURK V
4N2821A002700	HERMISTON 353 LLC
4N2822B000200	NEWMAN JEFF & NEWMAN KATHY
4N2822B000800	MCDONOUGH MICHAEL S
4N2822B000900	PENNE WILLIAM J & SANDRA E
4N2822B001000	HERMISTON 353 LLC

LAND USE DECISION #LUD-213-17
STEVE SINOR, APPLICANT / JAMES & NEILA COFFMAN, OWNERS
MAP 4N2821A, TAX LOT 302

2016 AERIAL PHOTO

- SUBJECT PARCEL
- PROPERTY BOUNDARY
- ZONE BOUNDARY
- CITY LIMITS
- URBAN GROWTH BOUNDARY



DATE: 2/27/17

MAP DISCLAIMER: No warranty is made by Umatilla County as to the accuracy, reliability or completeness of this data. Parcel data should be used for reference purposes only. Not intended for legal use. Created by Julie Alford, Umatilla County Planning Department 2/27/17

UMATIL County Assessor's Summary Report

*10232

Real Property Assessment Report

FOR ASSESSMENT YEAR 2016

February 25, 2016 8:22:49 am

Account # 122203
 Map # 4N2821-A0-00302
 Code - Tax # 0803-122203

Tax Status ASSESSABLE
 Acct Status ACTIVE
 Subtype NORMAL

Legal Descr See Record

Mailing Name COFFMAN JAMES W & NEILA
 Agent COFFMAN JAMES W & NEILA (AGT)

Deed Reference # 2006-4990656 (SOURCE ID: 499-656)
 Sales Date/Price 01-20-1999 / \$164,000.00
 Appraiser BOATRIGHT, ED

In Care Of
 Mailing Address 74995 WASHINGTON LN
 IRRIGON, OR 97844

Prop Class 401 MA SA NH Unit
 RMV Class 401 02 91 000 122203-1

Situs Address(s)	Situs City
ID# 1 78578 HIGHWAY 207	HERMISTON

Value Summary						
Code Area		AV	RMV	MAV	RMV Exception	CPR %
0803	Land	76,870	95,690	76,870	Land	0
	Impr.	34,140	59,450	34,140	Impr.	0
Code Area Total		111,010	155,140	111,010		0
Grand Total		111,010	155,140	111,010		0

Land Breakdown											
Code Area	ID#	RFD	Ex	Plan Zone	Value Source	TD%	LS	Size	Land Class	Irr Class	Irr Size
0803					RURAL OSD - FULL	100					
0803	1	R		RR-4	Rural Site	100	A	4.67	L		
Grand Total								4.67			0.00

Improvement Breakdown											
Code Area	ID#	Yr Built	Stat Class	Description	TD%	Total Sq. Ft.	Ex%	MS Acct #	Trended RMV		
0803	1	1979	131	One story	100	384			35,520		
0803	2		300	Do Not Use -Farm Bldg	100	1,950			14,280		
0803	3		300	Do Not Use -Farm Bldg	100	448			8,320		
0803	4		300	Do Not Use -Farm Bldg	100	140			0		
0803	5		300	Do Not Use -Farm Bldg	100	80			1,330		
0803	6		300	Do Not Use -Farm Bldg	100	0			0		
Grand Total						3,002			59,450		

3/23/16
 Neila Coffman called and asked what permits had been issued on TAX 302. (Neila made a similar request in 1998 - see Patty Perry's letter) I shared with her the two zoning permits from the property file. She asked about non-conforming uses and I discovered that a trucking business had been grandfathered in as a pre-existing non-conforming use. However, I explained non-conforming uses that cease for more than 1 yr go away and uses must conform to the law (zone regulations). I also noted that the property had an open code violation. Neila visited with Code Enf. and also wanted information on a neighbor she believed was operating a landscaping business.

Umatilla County

Department of Land Use Planning



DIRECTOR
TAMRA MABBOTT

March 6, 2015

LAND USE
PLANNING,
ZONING AND
PERMITTING

Donald Waters
78549 Highway 207
Hermiston, OR 97838

CODE
ENFORCEMENT

SOLID WASTE
COMMITTEE

Re: Commercial Business Use on 4N2821A Tax Lot 302

SMOKE
MANAGEMENT

Dear Mr. Waters:

GIS AND
MAPPING

The Umatilla County Planning Department has conducted a review of your inquiry concerning the possibility of a trucking business being operated on the neighboring property, Tax Lot 302 of Map 4N2821A, currently owned by James and Neila Coffman, located to the south of your property. The subject property is located in the Rural Residential, four acre minimum (RR-4) zone. The primary purpose of this zone is to "...provide lands to enhance the value of rural living and maintain a rural residential atmosphere while accommodating the demand for rural residences." The availability of allowable commercial business options is limited in the RR-4 zone.

RURAL
ADDRESSING

LIAISON, NATURAL
RESOURCES &
ENVIRONMENT

In the RR-4 zone, a property owner can ~~get~~ apply for a home occupation/cottage industry, but a hauling, freighting, or trucking yard or terminal are not allowed uses in the RR-4 zone. Furthermore, it is unlikely that this type of operation could meet the current standards for a home occupation under section 152.573 of the Umatilla County Development Code. However, note that the County does allow the resident of the property to park one truck and trailer on the property provided that the truck is used for the employment of the current resident.

County records show that historically, only two permits have been issued to Tax Lot 302. Zoning Permit #ZP-79-069 was issued to Mr. Robert Kasari for a 16' x 20' single family dwelling and a home occupation, which we presume was the trucking business that Robert Kasari operated. Zoning Permit #ZP-83-174 was issued to Mike Hamman, to construct a 14' X 32' storage building on the property, presumably for Robert Kasari's use. No other permits were found to have been issued to subsequent property owners for any purpose after the property was sold by Robert Kasari.

In the event that a use on particular parcel, whether the use is approved or a preexisting nonconforming use, has been continuously discontinued for a period of one (1) year or more, the County considers that the particular use is no longer a valid

Donald Waters
March 6, 2015

2

use on that property. County records indicate that the property ownership was transferred from Robert Kasari to Steven and Joyce Westersund on August 15, 1991 through a Memorandum of Contract of Sale. The Planning Department presumes that following the sale of the property, Robert Kasari's trucking business no longer operated on the subject parcel. **Therefore, considering that Robert Kasari's trucking business has not operated on Tax Lot 302 for many years, a new trucking business would not be a grandfathered use on the subject property**

If you would like to visit about this letter you may call me at 541-278-6251, or if it is more convenient you may contact me via e-mail at shane.finck@umatillacounty.net. Thank you for your inquiry as to the allowed uses on the subject property.

Cordially,



Shane Finck,
Planner

cc: Planning Department Records

ANDERSON HANSELL PC

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475 EAST MAIN STREET
HERMISTON, OREGON 97838-1926
TELEPHONE: (541) 567-7800
FAX: (541) 567-7656
george@andersonhansell.com

George L. Anderson
Sally Anderson-Hansell

February 26, 2015

Don and Joyce Waters
73594 S. Highway 207
Hermiston, OR 97838

Residence 541-567-6990
Fax: 541-567-6990 (call ahead and advise sending fax)
Don's Cell: 541-571-6990

Dear Don and Joyce

Re: Adjacent Property Owned by Jamie (Duke) Coffman

Email and documents from county planning department; Coffman correspondence.

- Carol Johnson advises that typically RR-4 zoning would not allow a trucking business.
 - I don't know if I agree with her, but she is a county planner so we should take that position.
- The 1979 zoning permit of Bill Kasari shows what he was doing.
- Mike Hamman got a 1987 zoning permit.
- An August 9, 1991, letter from Alex Byler, the Westersund's attorney, asks about the use of the property for a trucking business. The county advised in a return letter that the property could be used as a trucking business due to prior non-conforming uses.
 - The county advises that discontinuance of a non-conforming use for a period of one year terminates the pre-existing non-conforming use status.
- An October 22, 1998, letter of Neila Coffman to the county writes to ask if a potato loading business could be used on the property, with little truck traffic. It says that they would just keep equipment that was not in use on the property, maintaining it and an office—with little truck traffic.
 - Patty Perry responded on November 6, 1998, and seems to say the following:
 - A trucking business is not allowed in that zone.
 - She really did not answer the question of whether the business proposed would be allowed.
 - She said Mrs. Coffman did not give many particulars about the proposed business.

February 26, 2015

Page 2 of 2

- The Coffman's never wrote to ask about their ice business.
- I think the Coffman's know the property should not be used for business purposes, including trucking.

Please make an appointment to see me during the middle of the week of March 9 to discuss this matter.

- We now have the information we need to properly analyze the situation and to decide on a course of action.

Possibly courses of action:

- I write a letter to the county advising I represent you and you will object to any trucking or other business using the site contrary to law.
- I write a letter to the Coffman's advising them:
 - I represent you and the property is Rural Residential 4 acres, and cannot be used for anything contrary to law
 - In my opinion any type of trucking or commercial business cannot operate there due to the zoning and that any prior non-conforming rights to use the property as for trucking and commercial purposes have been lost due to the passage of time.
 - If someone purchases the property and tries to use it for purposes contrary to law you take all legal actions to stop any uses contrary to law.
 - The access road has no ODOT permit for access and any party using the property probably must obtain a highway access permit from ODOT.
 - If no permit is obtained, you will file a complaint with ODOT.
 - ODOT has advised that due to the access being on a dangerous curve it is questionable if it would allow any kind of trucking business or intensive use to operate out of the property.
- Possibly post a sign on your property advising all potential buyers of the zoning and that any buyer should look into the zoning and possible uses of the property and the need of an ODOT highway access permit to access the state highway. I would draft its language.

Very truly yours,

ANDERSON HANSELL PC



George L. Anderson
Attorney at Law

ANDERSON HANSELL PC

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george@andersonhansell.com

George L. Anderson
Sally Anderson-Hansell

February 11, 2015

Don and Joyce Waters
78594 S. Highway 207
Hermiston, OR 97838
Residence 541-567-6990
Fax: 541-567-6990 (call ahead and advise sending fax)
Don's Cell: 541-571-6990

Dear Don and Joyce

Re: Adjacent Property Owned by Jamie (Duke) Coffman

I apologize for not getting to your matter quicker. I have had to assist clients in complicated rush matters.


- I attach my emails to the county planning department and ODOT. The county got back to me and said they would look into it and respond. I presume ODOT will also.
- I will get back to you when I hear back from both agencies.
- I reviewed the county zoning ordinances and referenced statute statutes about what is allowed in an RR-4 zone, but want to hear the county's position on the matter.
 - RR-4 county ordinance Section 152.156(A) allows as an "outright use" "farm use as defined in ORS 215.203".
 - * ORS 215.203 includes this language:
 - ""Farm use" includes the on-site construction and maintenance of equipment and facilities for the activities described in this subsection" (farm uses.)
 - This language might allow truck repair operations related to farm uses—if trucks are "equipment—which they probably are.
 - This is not especially clear, but it would not seem to allow a truck yard for the storage and dispatch of trucks and the basing of a trucking company.

February 11, 2015
Page 2 of 2

- I also note that county ordinance Section 152.156(A) refers to ORS 215.203 and then says "and the terms of this statute are as set out in section 152.003" of the zoning ordinance."
 - This section of the county ordinances does NOT have the language about "on-site construction and maintenance of equipment and facilities for farm use activities."
 - Thus the language in the statute might not be included because possibly a court case found those activities were not allowed in an RR-4 zone and so the county left out this provision.
 - That is why I ask the county planning department to look into this without telling them about the conflict between the statute and the zoning ordinance.

Very truly yours,

ANDERSON HANSELL PC



George L. Anderson
Attorney at Law

L:\gle\letters\Waters, Don & Joyce 2-15-15

ANDERSON HANSELL PC

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February 11, 2015

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Dear Don and Joyce

Re: Adjacent Property Owned by Jamie (Duke) Coffman

Here are the emails with ODOT.

Very truly yours,

ANDERSON HANSELL PC



George L. Anderson
Attorney at Law

L:\gl\letters\Waters, Don & Joyce 2-15-15

George Anderson

From: George Anderson
Sent: Wednesday, February 11, 2015 12:06 PM
To: 'LAPP Thomas'
Subject: RE: Highway Access for tax lot 4N2821-AO-00302 Presently owned by James and Neila Coffman on Highway 207 southwest of Hermiston at big curve

Tom:

Response to your Questions.

Thanks for getting back to me on this. I have the following comments:

- Years ago I wrote the easement for Bill Kasari for access to tax lot 302. It is a non exclusive easement so Mr. and Mrs. Waters may use it and they do use it for access to the west portion of their tax lot 300. They do some farming back there. The easement does not restrict access or anything like that. Mr. and Mrs. Waters gave Bill Kasari the easement.
 - The property was used for Bill Kasari's trucking operation, so the easement contemplated that use.
- I have a copy of the survey, and the easement into tax lot 302 is on the property of Mr. and Mrs. Waters: tax lot 300.
- Mr. and Mrs. Waters have another driveway off 207 to their residence about 50-70 feet north of the easement. It loops around and ties in to the easement.
- The property is RR-4, and from my reading of the county ordinances and state statutes a trucking business does not appear to be an outright use or conditional use for this property.
 - The ordinances and statutes are not that clear and I am inquiring of the county planning department as to their opinion on the matter.
- I feel no access should be allowed for a trucking business accessing onto the highway. It is a very dangerous curve and if slow, long, and heavy trucks pull out onto the highway, eventually bad accidents will occur.
 - I drive that road all the time going out to my daughter and son in law's residence and know how dangerous the curve is. I always slow down and am careful.
- Because Mr. and Mrs. Waters don't want a trucking business there, they probably will contest the use of the property by anyone who does not conform to the county land use requirements.
- I would also expect them to notify you if a trucking company starts using that site.
- I have a detailed chronology of who used the site and for what going back to the 60's. Mr. and Mrs. Waters have lived there for a long time.

Thanks for your help and concern.

George

George L. Anderson
Anderson Hansell PC
Attorneys at Law
475 E. Main Street
Hermiston, Oregon 97838-1926
Telephone: 541-567-7800
Fax: 541-567-7656
Email: george@andersonhansell.com

George Anderson

From: George Anderson
Sent: Wednesday, February 11, 2015 9:59 AM
To: Tom Lapp (Thomas.Lapp@odot.state.or.us); Thomas Lapp (thomas.lapp@odot.state.or.us)
Subject: Highway Access for tax lot 4N2821-AO-00302 Presently owned by James and Neila Coffman on Highway 207 southwest of Hermiston at big curve
Attachments: Coffman Prop.PDF

Tom:

I attach a copy of the tax account information and tax lot map concerning the above property.

It's highway access is on the west side of the long and dangerous curve just south west of the Hermiston city limits on Highway 207.

My clients are Don and Joyce Waters who live north and adjacent to the property and own tax lots 400 and 300. They share the highway access with this property for their tax lot 300. That access is the narrow road way easement shown on the tax lot map

From around 1966 to 1999 this property was used for various trucking businesses. From 1999 to 2002 it was used by a person for a potato piling business. From 2002 to 2013, the present owners (Coffman) used it to deliver ice using a small truck. It has been unused since the ice business stopped being run out of the property. We think the present owners are trying to sell it for use for trucking operations.

I have the following questions about highway access at the Road Way Easement for this tax lot 302 and my clients' tax lot 300:

1. Is there a highway access permit for this Road Way Easement? If there is one, I would appreciate your sending me a copy.
2. If a trucking company were to purchase the property, and many large trucks with their trailers were to start accessing Highway 207 from the Road Way Easement, how might ODOT view granting an access easement for this use?

Your assistance is appreciated.

Thanks,

George

George L. Anderson
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Fax: 541-567-7656
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Your assistance is appreciated.

Thanks,

George

George L. Anderson
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475 E. Main Street
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Telephone: 541-567-7800
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Email: george@andersonhansell.com

From: LAPP Thomas [mailto:Thomas.Lapp@odot.state.or.us]
Sent: Wednesday, February 11, 2015 11:44 AM
To: George Anderson
Subject: RE: Highway Access for tax lot 4N2821-AO-00302 Presently owned by James and Nella Coffman on Highway 207 southwest of Hermiston at big curve

George,

First of all I see that there is no indication that ODOT has bought access control in this highway section. I see this from our original research done when we inventoried the highway.

I see that the two addresses listed are for Coffman with a County address at 78578 Hwy 207, with an existing road approach at mile point 9.958, 18' wide throat driveway. Waters home is marked with a County address at 78594 Hwy 207, with an existing approach at mile point 9.937, 11' wide driveway. Our access inventory shows that neither of these existing connections where issued permits from the department, which is not uncommon. These are most likely project recognized connections and are both considered to be legal for their current use as of Jan 1, 2014.

I see that there is an existing easement noted on the assessor's map on tax lot 300. Is this easement for the benefit of tax lot 302, for access, and does the existing 18' driveway reside on #300, or on # 302? It appears that driveway abuts the Waters lot #300 for the benefit of Coffman but I can't be sure unless someone knows where the property line is and has read the deed. I would see what the easement says since it may denote what restrictions may be in place with regard to access and property use.

In the event that Coffman sells to some party that wants to start a trucking business we would hope to get a notice from Umatilla County Planning Department so that we could make comments for their approval. This new trucking business would surely trigger a change of use to the property and we would require a new application from the owner to evaluate the location for safety and operations, concerns, sight distance and approach spacing. I would suggest that the existing approach is not a suitable location for trucks entering and exiting this current location due to the curve of the road to the south of the approach.

So to sum up, neither approach has been issued a permit, but they are both presumed to be legal highway access for their current use. In the event that tax lot #302 is sold and redevelops we will want to evaluate it for change of use and will hope Umatilla County planning notifies ODOT in that event. If the access is on lot #300 for the benefit of #302, this may stop them from using the approach for the new use, and they would need to apply to get permitted to build a new approach at a safe location. We will look at that if and when this redevelops. Hopefully trucking is not considered an outright use for the property since it's RR-4.

I hope this helps.

Thomas Lapp
District 12 Permit Specialist
1327 SE 3rd Street
Pendleton, OR 97801
Ph (541)278-3450
Fax (541)276-5767

From: George Anderson [mailto:George@andersonhansell.com]
Sent: Wednesday, February 11, 2015 9:59 AM
To: LAPP Thomas; LAPP Thomas

- d. Carefully prune the trees adjacent to the roadway so that the roadway is kept clear.

Grantee and his heirs, successors and assigns to the benefited real property do hereby agree to the foregoing duties and obligations, through Robert J. Kasari's signature given below.

III
GRANT OF BUILDING ENCROACHMENT EASEMENT

Grantors hereby grant and convey to grantee, his heirs, successors and assigns, a perpetual, exclusive easement for the encroachment of that presently existing shop of grantee onto the property of grantors, said encroachment being approximately 65 feet long (the approximate East to West length of said shop) and being approximately 5.6 feet onto grantors' real property at its deepest point including the eave overhang.

Said shop is located along the East to West boundary between the burdened and benefited real property of grantors and grantee described herein, with said shop encroachment being along the Westerly 1/3 of said East to West boundary.

Said building encroachment easement lies upon and burdens the following described real property of grantor:

That portion of the NE 1/4 of Section 21, Township 4 North, Range 28 East of the Willamette Meridian, Umatilla County, Oregon, lying within the lands of Donald F. Waters et ux, recorded by deed in Book 332, Page 500, Umatilla County Deed Records being described as follows:

Beginning at the southwest corner of said Waters tract. Said point lies 539.12 feet South of the NW corner of the South 1/2 of the SE 1/4 of the NE 1/4 of the NE 1/4 of said Section 21 and running; thence North along the West line of said Waters tract 7.50 feet to the Westerly projection of a fence line; thence along said fence line projection and said fence line South 89° 48' 42" East 202.93 feet to a fence corner; thence South 57° 10' 22" West 11.01 feet to a point on the South line of said Waters tract; thence South 89° 44' 41" West along said South line 193.64 feet to the point of beginning.

IV
DUTIES AND OBLIGATIONS RE. ENCROACHMENT

In consideration of Grantor granting the easements herein, Grantee and his heirs, successors and assigns to the benefited real property described below agree to the following concerning said shop building:

- a. That the existing shop shall be maintained in a good,

5009

ROADWAY & BUILDING ENCROACHMENT EASEMENT
(Donald F. Waters and Joyce M. Waters to Robert J. Kasari)

I
GRANT OF ROADWAY EASEMENT

Donald F. Waters and Joyce M. Waters ("Grantors") hereby grant and convey to Robert J. Kasari ("Grantee"), his heirs, successors and assigns, a perpetual, non-exclusive easement for access, ingress, egress and roadway purposes over and across that real property described as follows:

That portion of Northeast Quarter of Section 21, Township 4 North, Range 28, included within the lands of Donald F. Waters, et ux, recorded in Book 332, Page 500, Deed Records, and described as beginning at a point on South line of said Waters Tract, which lies 193.64 feet East of Southwest corner of said Tract; thence continuing along said South line North 89° 44' 41" East 434.26 feet to a point on West right of way line of Butter Creek Highway; thence North 0° 15' 42" West along said West line 23.39 feet to a 1/2 inch rebar; thence South 80° 30' 22" West 35.33 feet to a railroad spike; thence North 88° 45' 18" West 357.13 feet to a 1/2 inch rebar; thence South 57° 10' 22" West 50.28 feet to the point of beginning;

All being East of the Willamette Meridian, Umatilla County, Oregon.

II
DUTIES AND OBLIGATIONS RE ROADWAY EASEMENT

In consideration of Grantor granting the easements herein, Grantee and his heirs, successors and assigns to the benefited real property described below agree that they shall have all repair and maintenance responsibilities for said roadway and they shall keep and maintain it in good condition and repair, and Grantors shall have no repair or maintenance responsibilities. At a minimum Grantee and his heirs, successors and assigns to the benefited real property shall perform all of the following duties and obligations concerning said roadway:

P-46657

- a. Maintain the roadway as a good, graded, graveled roadway clear of debris and vehicles.
- b. Maintain the roadway so there is a minimum of dust for a graded, graveled roadway.
- c. Post the roadway for a maximum speed of 5 miles per hour and police the speeds on the roadway so that parties traveling over it do not exceed that maximum speed limit.

ORIGINAL



neat, repaired ~~and painted~~ condition.

b. Upon destruction of the shop or abandonment of the shop by grantees for a period of one year, this building encroachment shall terminate. Termination shall be established of record by the filing by grantors or their successors in interest to the burdened real property of an affidavit setting forth the facts of the destruction or abandonment and giving the fee and equitable owners of the benefited property thirty days' notice in writing of the contents of the affidavit before filing it.

Grantee and his heirs, successors and assigns to the benefited real property do hereby agree to the foregoing duties and obligations, through Robert J. Kasari's signature given below.

V
BENEFIT OF EASEMENTS

Said easements shall benefit that real property described below belonging to grantee and shall be appurtenant to said real property and shall run with said real property.

Commencing at Northeast corner of Section 21, Township 4 North, Range 28; thence South along Easterly line of said Section 21 a distance of 1861.75 feet to the point of beginning for this description; thence West at right angles to said Section line along Easterly projection of Northerly line and along Northerly line of that tract conveyed to Donald L. Evens, et ux, recorded in Book 263, Page 412, Deed Records, a distance of 660 feet; thence North a distance of 336.75 feet; thence East a distance of 660 feet to said Section line; thence South 336.75 feet to the point of beginning; all being E.W.M., Umatilla County, Oregon.

READ, GRANTED AND CONVEYED:

Donald F. Waters
DONALD F. WATERS, Grantor
Date: 8/9/91

Joyce M. Waters
JOYCE M. WATERS, Grantor
Date: 8-9-91

STATE OF OREGON, COUNTY OF UMATILLA) SS.

This instrument was acknowledged before me on August 9, 1991 by Donald F. Waters and Joyce M. Waters.

[Signature]
Notary Public for Oregon
My Commission Expires : 10/12/93



AGREEMENT OF ROBERT J. KASARI

The below-signed Robert J. Kasari, does hereby agree to and accept all of the foregoing duties and obligations of the grantee Robert J. Kasari, and does hereby agree that said duties and obligations shall bind his heirs, successors and assigns to the benefited real property described above. Robert J. Kasari also agrees to pay Grantors for their attorney's fees incurred in reviewing and negotiating this easement.

Robert J. Kasari
Robert J. Kasari
Date: 8/12/91

STATE OF OREGON, COUNTY OF UMATILLA) SS.

This instrument was acknowledged before me on Aug 12, 1991
by Robert J. Kasari

[Signature]
Notary Public for Oregon
My Commission Expires: 5/21/94
NOTARY SEAL
STATE OF OREGON

After Recording Return To:

Pioneer Escrow
P.O. Box 187
Hermiston, Oregon 97838

60s gla KasariWe.Ea2

P-46251

STATE OF OREGON, COUNTY OF UMATILLA
I Thomas L. Groat, County Clerk, certify that this
instrument was received and recorded on 08-13-91
at 11:46 in the record of document code type DE-EAS

Location R209-0560
Document number 91-164815
Fee 50.00

Thomas L. Groat
Umatilla County Clerk

received by Georgia McLaughlin Deputy

PIONEER TITLE CO.
128 S. E. COURT ST.
PENDLETON, OR 97801

4N2821A		302		8-3					
TWP.	R&G. E.	SEC.	1/4	1/16	TAX LOT NUMBER	TYPE	SPEC. INT. IN REAL PROP.	CODE AREA NUMBER	
ACCOUNT NUMBER						SECTION		TOWNSHIP	RANGE E.

OFFICIAL RECORD OF DESCRIPTION OF REAL PROPERTY 182203 n UMATILLA COUNTY ASSESSOR'S OFFICE

SECTION	TOWNSHIP	RANGE E.
21	4N	28

LOT NO.	BLOCK NO.	ADDITION	CITY
---------	-----------	----------	------

INDENT EACH NEW COURSE TO THIS POINT	ADDITIONAL DESCRIPTION AND RECORD OF CHANGE	FORMERLY PART OF T. L. NO.	DATE OF ENTRY ON THIS CARD	DEED RECORD		ACRES REMAINING
				VOL.	PG.	
		300				
	Com at the NE cor of Sec. 21; Th S along the Ely line of sd Sec. 21 a dist of 1861.75 ft. to the P.O.B. for this description; Th W at rt angles to sd Sec. line along the Ely projection of the Nly line and along the Nly line of the Donald L. Evens and Sylvia M Evens tract as it is recorded in Bk. 263, Pg. 412 of the Deed Records of Umatilla County, Oregon, a dist of 660 ft.; Th N a dist of 336.75 ft.; Th E a dist of 660 ft. to the sd Sec. line; Th S 336.75 ft. to the P.O.B.					5.10
Except:						
Co Rd No. 602	Cont. 0.43 Ac.		11-62	269	94	4.67
			12-63	273	574	
			5-66	284	280	
	Release of Mineral rights.		12-80	183	541	
		N.C.	3-90	R190	684	
	Also an easement as desc in R209-560		8-91	R209	560	
		N.C.	8-91	R209	811	
		N.C.	7-96	R292	527	
Clearing Title (Kasari to Westersund)		Add Ref	7-96	R292	876	
		N.C.	2-99	R344	94	



4N2821A000302 - 1

*Mem of Mortgage
R292 P525
Westersund
to
Pucinak*

Umatilla County

Department of Resource Services and Development



Director
Dennis Olson

November 6, 1998

Land & Water
Resources
Division:

LAND USE PLANNING
541-278-6252

UMATILLA BASIN
WATERSHED COUNCIL
541-278-3836

Neila Coffman
A & D Custom Loading, Inc.
30461 Lauback St.
Hermiston, OR 97838

RE: Letter of October 22, 1998, 4N 28 21A, tax lot 302

Emergency
Management
Division:

EMERGENCY
MANAGEMENT
541-278-6253

RURAL ADDRESSING
PROGRAM
541-278-6253

CHEMICAL STOCKPILE
EMERGENCY
PREPAREDNESS
PROGRAM (CSEPP)
541-567-2084

Dear Ms. Coffman:

You requested information on the historic use of this property. I have enclosed copies of the contents of the Planning Dept. property file which includes correspondence and permits issued. The trucking business is considered to be a non-conforming use since this type of a use is not permitted in a Rural Residential zone. I have enclosed a copy of our ordinance which deals with non-conforming uses. Please pay close attention to those sections highlighted.

You did not give much detail on exactly what your proposed use of the property would entail. However, 152.597 [C] describes limitations of altering a non-conforming use.

County/State
Services
Division:

COUNTY FAIR
541-567-6121

STATE AGENCY
LIAISONS:

OSU EXTENSION
SERVICE
541-278-5403

WATERMASTER
541-278-5456

If you have any further questions after reviewing the enclosed material, please give me a call at 541-278-6249.

Sincerely,

A handwritten signature in cursive script that reads "Patty Perry".

Patty Perry, Senior Planner
Umatilla County Land Use Planning

enclosures

Neila Coffman

Manager
A&D Custom Loading, Inc
30461 Lauback st
Hermiston, OR 97838

Telephone (541)567-2674
Fax (541) 564-9794

OCT 27 1998

To The Umatilla County Planning Department

OCT 22 1998

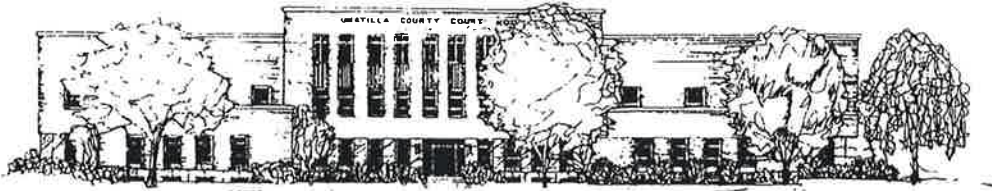
I am writing this letter on behalf of James Coffman and Arthur Butts, it's purpose is to make sure that the property located at ; 4N2821A tax lot 302 has no restrictions for the type of business they are operating.

Currently the business operated at that location is a trucking business. The business we wish to operate at that location is a potato loading business. Our use for the property would be keeping equipment that was not in use on the property, maintenance, and office. There would be very little truck traffic on the property as compared to what is currently there.

Return Response Requested as Soon as Possible,

Thank You,


Neila Coffman



UMATILLA COUNTY PLANNING DEPARTMENT

Umatilla County Courthouse, 216 S.E. 4th ST., Pendleton, Oregon 97801
Phone: 276-7111, Ext. 252

August 12, 1991

Alex M. Byler
Attorney At Law
222 S.E. Dorion Ave.
P.O. Box 218
Pendleton, OR 97801

RE: 4N-28-21A Tax Lot 302

Dear Mr. Byler:

In response to your letter dated August 9, 1991, this letter confirms the land use of property described as 4N-28-21A, Tax Lot 302.

The property is zoned RR-4 (Rural Residential, 4-acre minimum). The Planning Department recognizes that the site, as described in ZP-79-069 and ZP-83-174, has been used to operate a commercial trucking business for several years. The business is defined as a pre-existing non-conforming use and is permissible to continue provided that it does not violate any provisions of the Development Ordinance.

In sum, this means that your clients may continue to operate the existing business as described in your letter. The business on the property currently has an office building from which the business is operated, a truck repair shop, storage buildings, fencing, paving and graveled areas, truck fueling facilities, truck washing facilities and truck and trailer parking areas.

In addition, please note the following: Alterations or repairs to the business are permitted if necessary to continue the use in a reasonable manner, subject to the provisions of Section 1.050 of the Development Ordinance. Alterations are also permitted when necessary to comply with any lawful requirement. Discontinuance of a non-conforming use of a structure or property for a period in excess of one (1) year, terminates the pre-existing non-conforming status.

COREY, BYLER, REW, LORENZEN & HOJEM
ATTORNEYS AT LAW
222 S. E DORION AVE.
P. O. BOX 218
PENDLETON, OREGON 97801

ALEX M. BYLER
LAWRENCE B. REW
STEVEN H. COREY
HENRY C. LORENZEN
DOUGLAS E. HOJEM
PATRICIA SULLIVAN
DAVID M. BLANC
TIMOTHY P. O'ROURKE
STEVEN N. THOMAS

GEORGE H. COREY
OF COUNSEL

August 9, 1991

RECEIVED
AUG 9 '91
UMATILLA COUNTY
PLANNING COMMISSION
TELEPHONE
(503) 276-3331
TELECOPIER
(503) 276-3148

HAND-DELIVERED

Mr. Dennis Olson, Director
Umatilla County Planning Department
216 4th Street
Pendleton, OR 97801

Re: Property Identified as: 122203 R 08-03 4N2821-A0-00302
Owner: Kasari, Robert J. - Our File No. 91-419

Dear Dennis:

Our office represents Mr. and Mrs. Steve Westersund who are considering a purchase of the above-described real property and the business being operated thereon by Kasari Trucking, Inc.

Yesterday I met with Senior Planner Tamra Brink of your office to determine the zoning applicable to the property. I learned from her that the property is zoned RR-4 Rural Residential Zone.

I also learned from her that it has apparently been used to operate a commercial trucking business thereon under a non-conforming use permitted by Chapter 6 of the Umatilla County Development Ordinance.

My clients desire an official confirmation that the use of the property in question for the operation of a trucking business is recognized and permitted as a pre-existing non-conforming use. It is my understanding that on the premises are an office building from which the business is operated, a truck repair shop, storage buildings, fencing, paving and graveled areas, truck fueling facilities, truck washing facilities and truck and trailer parking areas.

Please respond as soon as possible to confirm that our understanding is correct. The transaction is supposed to close on August 15. We need to have your affirmative response in hand prior to that date if the transaction is to close.

Sincerely yours,


ALEX M. BYLER

AMB/a

cc: Mr. and Mrs. Steve Westersund

285954

KNOW ALL MEN BY THESE PRESENTS, That RONALD R. BAKER and JANE I. BAKER, Husband and Wife

in consideration of TEN (\$10.00) and other good and valuable consideration to grantor paid by R. W. KASARI, a Single Man

does hereby grant, bargain, sell and convey unto the said grantee and grantee's heirs, successors and assigns, that certain real property, with the tenements, hereditaments and appurtenances thereunto belonging or appertaining, situated in the County of UMATILLA and State of Oregon, described as follows, to-wit:

Commencing at the Northeast corner of Section 21, Township 4 North, Range 28; thence South along the Easterly line of said Section 21, a distance of 1861.75 feet to the point of beginning for this description; thence West at right angles to said Section line along the Easterly projection of the Northerly line and along the Northerly line of the Donald L. Evens and Sylvia M. Evens tract as it is recorded in Deed Book 263 at page 412 of the Deed Records of Umatilla County, Oregon, a distance of 660 feet; thence North a distance of 336.75 feet; thence East a distance of 660 feet to the said section line; thence South 336.75 feet to the point of beginning;

All being East of the Willamette Meridian, in the County of Umatilla and State of Oregon;

EXCEPTING any and all water rights of way, roads, and railroad right of way.

To Have and to Hold the above described and granted premises unto the said grantee and grantee's heirs, successors and assigns forever.

And said grantor hereby covenants to and with said grantee and grantee's heirs, successors and assigns, that grantor is lawfully seized in fee simple of the above granted premises, free from all encumbrances

and that grantor will warrant and forever defend the above granted premises and every part and parcel thereof against the lawful claims and demands of all persons whomsoever.

In construing this deed and where the context so requires, the singular includes the plural. WITNESS grantor's hand and seal this 21st day of March 1966

Ronald R. Baker (SEAL)

Jane I. Baker (SEAL)



(ORS 93.490) STATE OF OREGON, County of Umatilla ss. March April 21, 1966 Personally appeared the above named RONALD R. BAKER and JANE I. BAKER, Husband and Wife

and acknowledged the foregoing instrument to be Their voluntary act and deed.



Before me: James A. Watt Notary Public for Oregon My commission expires March 30, 1967

WARRANTY DEED

INDEXED

STATE OF OREGON

BOOK 284 PAGE 280

UMATILLA COUNTY ZONING PERMIT

UMATILLA COUNTY PLANNING COMMISSION

INSPECTION DATE

P. O. BOX 1427, COURTHOUSE, PENDLETON, OR 97801

AREA CODE (503) 276-7111 EXT. 314

FEE: \$25.00

STAFF: [Signature]

please print or type

APPLICANT Mike HAMMAN PHONE: HOME 567-3789

MAILING ADDRESS Rt 5 Box 5321 Hamman OR 97838
(street or route) (city) (state) (zip code)

LEGAL OWNER R. W. KABARI ADDRESS 200 NE 7th St Hamman, OR

LEGAL DESCRIPTION SE 1/4 OF NE 1/4 OF SEC. 21 TWP. 4N. R1G. 28 EWM MAP NO. 4N2821A TAX LOT 302

SUBDIVISION _____ LOT _____ BLOCK _____ PRESENT ZONE R-1 RR-4 SQ. FT. OR ACRES 4.67

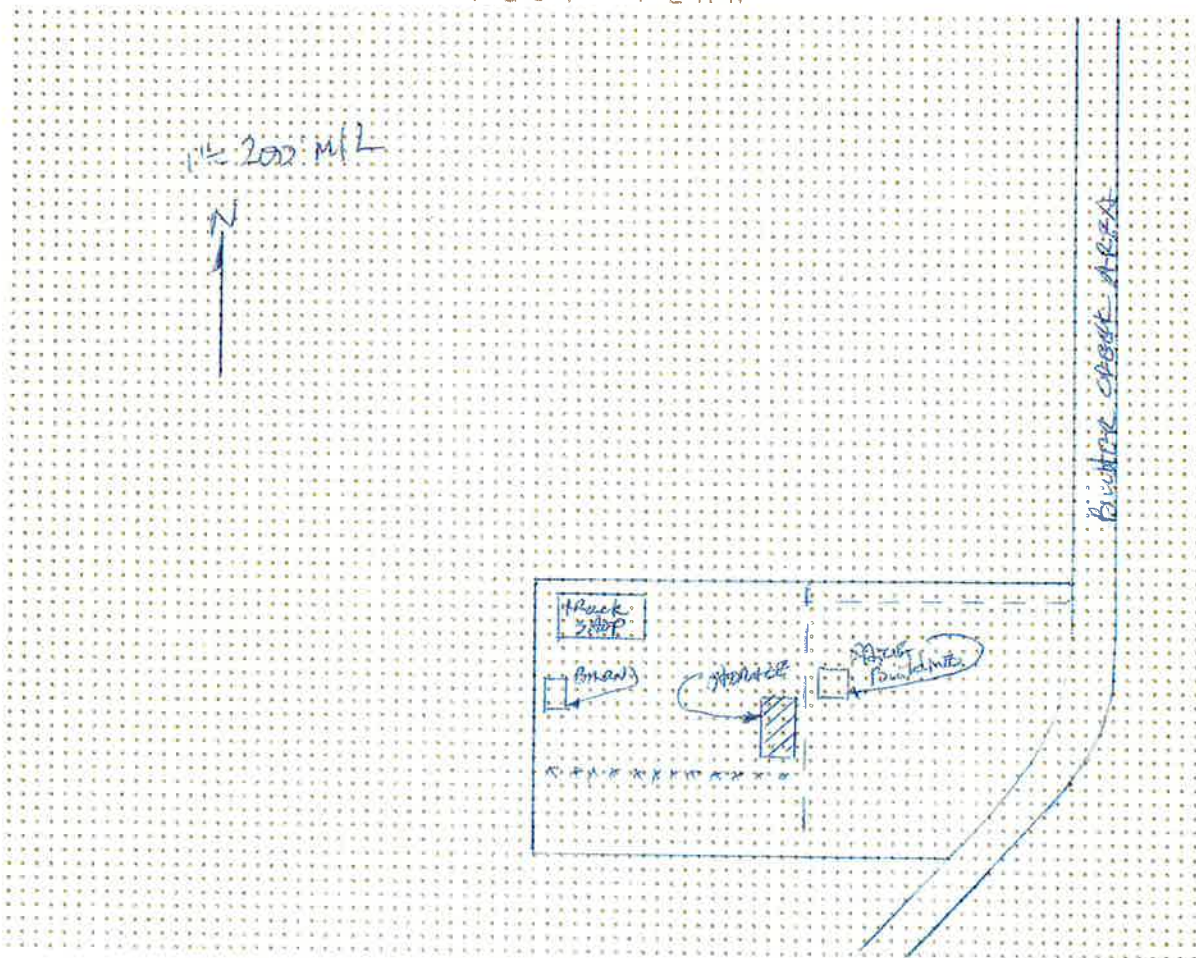
LOT WIDTH 336 LOT DEPTH 660 LEGAL ACCESS Butter Creek Hwy Co RD #602

REQUIRED SETBACKS: FRONT 20 FT, SIDE 20 FT, AND 20 FT, REAR 20 FT, 7-4-91 BLU

PROPOSED USE 1. Storage SIZE 14'x32' 3. _____ SIZE _____

2. _____ SIZE _____ 4. _____ SIZE _____

PLOT PLAN



I hereby certify that the above information is correct and understand that issuance of a permit based on this application will not excuse me from complying with effective Ordinances and Resolutions of the County of Umatilla and Statutes of Oregon, despite any errors on the part of the issuing authority in checking this application.

Mike Hamman
Applicant or Owner

7-7-92
Date

DATE APPROVED: 7/7/93 APPROVED BY: [Signature] PERMIT NO. 21-93-174

RELATED ZONE MAP AMENDMENT/CONDITIONAL USE/VARIANCE # _____

NOTE: THIS IS NOT A BUILDING PERMIT OR SUBSURFACE DISPOSAL PERMIT.

CALL BEFORE YOU DIG- 276-0202 -UMATILLA COUNTY COORDINATING COUNCIL.

UMATILLA COUNTY ZONING PERMIT

UMATILLA COUNTY PLANNING COMMISSION

INSPECTION DATE

P. O. BOX 1427, COURTHOUSE, PENDLETON, OR 97801

FEE: 25.00

AREA CODE (503) 276-7111 EXT. 314

STAFF: JE

please print or type

APPLICANT R. W. Kasari

HOME 567-6183

OFFICE 567-3255

MAILING ADDRESS 200 N. E. 7th Street Hermiston, Oregon
(street or route) (city) (state)

97838
(zip code)

LEGAL OWNER R. W. Kasari ADDRESS same

LEGAL DESCRIPTION SE 1/4 OF NE 1/4 OF SEC. 21 TWP. 4N RNG. 28 EMM MAP NO. 417821A TAX LOT 302

attached SUBDIVISION --- LOT: --- BLOCK: --- PRESENT ZONE R-1 SQ. FT. OR ACRES 4.67

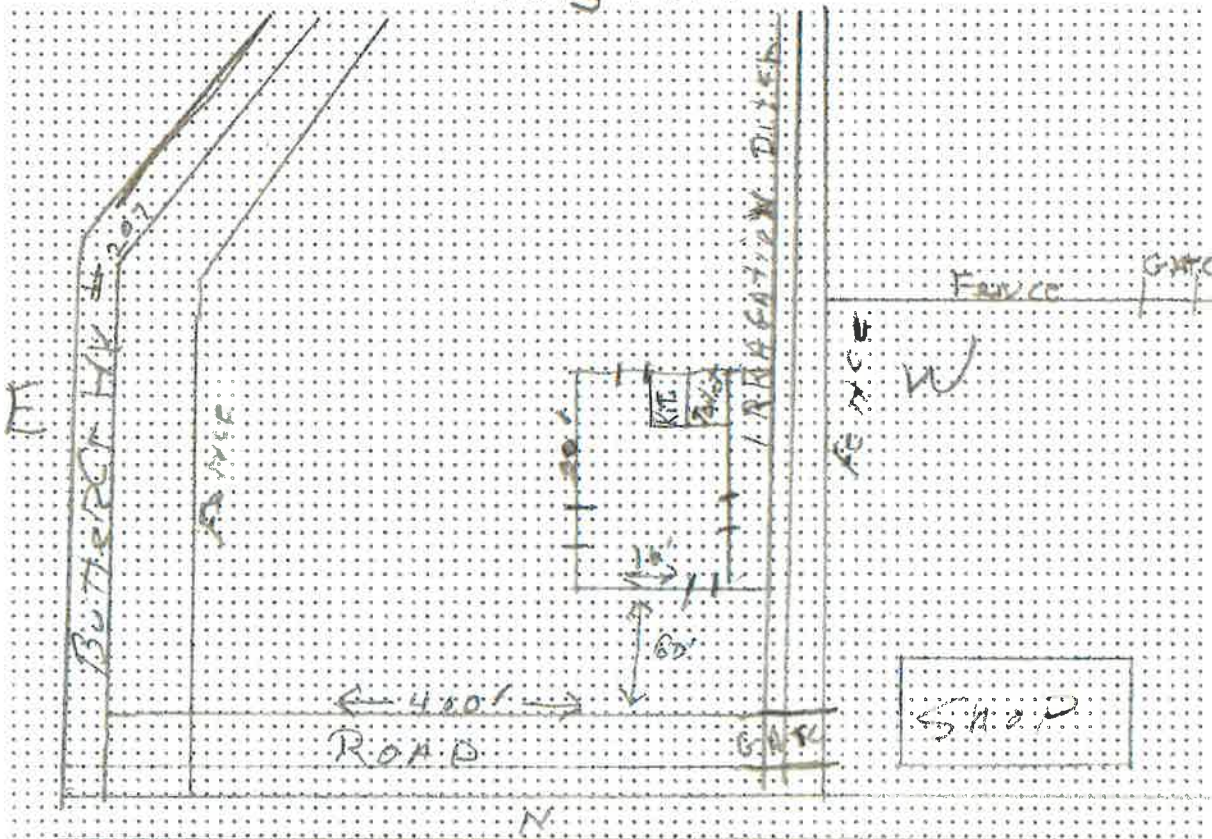
LOT WIDTH 336.15 LOT DEPTH 660' LEGAL ACCESS BUTTER CREEK HWY

REQUIRED SETBACKS: FRONT 20 FT, SIDE 20 FT, AND 20 FT, REAR 20 FT.

PROPOSED USE 1. 5FD SIZE 16' x 20' 3. --- SIZE ---

AND 2. HOME OCCUPATION SIZE --- 4. --- SIZE ---

LOTS PLAN



I hereby certify that the above information is correct and understand that issuance of a permit based on this application will not excuse me from complying with effective Ordinances and Resolutions of the County of Umatilla and Statutes of Oregon, despite any errors on the part of the issuing authority in checking this application.

R. W. Kasari
 Applicant or Owner

3-19-79
 Date

DATE APPROVED: 3/19/79 APPROVED BY: Diane Craig PERMIT NO. 28-79-069

RELATED ZONE MAP AMENDMENT/CONDITIONAL USE/VARIANCE # ---

NOTE: THIS IS NOT A BUILDING PERMIT OR SUBSURFACE DISPOSAL PERMIT.

CALL BEFORE YOU DIG- 276-0202 -UMATILLA COUNTY COORDINATING COUNCIL.

LAPP Thomas

Mar 9 (6 days ago)

to me

Robert,

I spoke to Jeff Wise about this location and Jeff sent this over to verify what Mr. Waters had told me about wrecks in the highway section near his home in the past. The 2013 data shows the area was in the top 10% for crashes. As we discussed on the phone, we would want to evaluate the property where the ongoing trucking business is located if they start adding significant commercial highway truck trips to the driveway. 10 additional commercial truck trips over the current amount would constitute a change of use and then ODOT would ask them to apply for a new access permit. The approach is currently Presumed to be Permitted for the current use. It has no permit number associated with it.

I also mentioned I made comments to our own planner Cheryl Jarvis about this location, and I will forward that email to you as well.

Thomas Lapp
District 12 Permit Specialist
1327 SE 3rd Street
Pendleton, OR 97801
Ph [\(541\)278-3450](tel:541278-3450)
Fax [\(541\)276-5767](tel:541276-5767)

From: WISE Jeff
Sent: Thursday, March 09, 2017 1:58 PM
To: LAPP Thomas
Cc: HEINEMANN Richard T
Subject: OR333 MP 10.4 SPIS

Hi Tom

Attached is a picture from GIS showing the SPIS percentage for 2013. TransGIS also had data for 2014 and 2015 and it was not on the list in these more current versions.



So the Safety and Operation concern (d) for the 95% SPIS is not met, but maybe (c) the one that considers crashes 20% above average?

Jeff Wise PE

Region 5 - Traffic Engineer, Access Management Engineer, Mobility Coordinator
3012 Island Ave
La Grande, OR 97850-9497
[541-963-1902](tel:541-963-1902)
jeff.wise@odot.state.or.us

Road Easement Safety

We are not standing in the way of the sale of the Coffman property. However, we do have some issues that need to be addressed.

In the packet you will find two documents from ODOT:

1. The crash documentation that shows the high crash rate for this location.
Document developed in 2010 – 2013.

We feel that large highway trucks should not be allowed to exit off of Hwy 207 onto the easement. We have lived at this location for 60 years and there have been eight people that have lost their lives at this location.

Potato trucks come out of Washington through Hermiston on Hwy 207 rather than Hwy 95 in order to avoid traffic and stop lights. Simplot built a new fertilizer plant that will supply much of the Northwest and have closed their Umatilla plant. Therefore the large trucks hauling fertilizer from the new plant have significantly increased in number.

Large trucks leaving Hwy 207 on the easement property cause problems. The large trucks are hard on the easement road. There is a speed issue which causes dust and damage to our trees that border that easement road. The speed limit on the easement road is 5 mph. It's been posted on a small sign for at least 40 years. The present owners have not enforced the speed limit, maintained the road or maintained the trees.

2. It states in the Easement that Coffman is to maintain the easement and police the speed.

The Planning Notice from Tom Lapp states the existing approach is not an optimum location for commercial truck traffic due to the curve in the road. The traffic coming from the South has poor visibility of trucks sitting in the lane to make a left turn on to the easement.

There is a study on this location that 4,100 vehicles pass by every 24 hours. It seems to me that the people on the board and the DOT could see there is a problem allowing large trucks to exit and enter at this location.



**UMATILLA COUNTY PLANNING DEPARTMENT
PRELIMINARY FINDINGS AND CONCLUSIONS
VERIFICATION OF NON-CONFORMING USE
LAND USE DECISION #LUD-213-17
ASSESSORS MAP #4N 28 21A; TAX LOT #302, ACCOUNT #122203**

1. APPLICANTS: Steve Sinor
845 W Duane Avenue
Hermiston, OR 97838
2. OWNERSHIP: James and Neila Coffman
74995 Washington Lane
Irrigon, OR 97844
3. REQUEST: The applicants/owners are requesting verification of non-conforming use approval to continue the use of the subject property for a trucking business.
4. LOCATION: The subject property is located on the west side of State Highway 207 (Butter Creek Highway), just outside the Hermiston Urban Growth Boundary.
5. SITUS: The site address assigned to this property is 78578 South Highway 207, Hermiston, OR 97838.
6. ACREAGE: Tax Lot #302 = 4.67 acres
7. COMP. PLAN: Rural Residential
8. ZONING: Rural Residential – 4 acre minimum (RR-4).
9. ACCESS: The subject property has access to/from Highway 207 via an existing gravel driveway. The applicant intends to continue the use of the existing access as necessary for their trucking business. Oregon Department of Transportation (ODOT) permit specialist has indicated that the existing approach is unpermitted. If the permitted use does not add additional truck traffic to/from the site and does not constitute a change of use to the property, the current access would fall under ODOT's "presumed to be permitted" status and would not require a new permit, unless safety and operations concerns developed.

The ODOT permit specialist indicated that traffic data from 2013 shows this area of Highway 207 to be in the top 10 percent for crashes. ODOT indicated that 10 additional commercial truck trips over the current amount would constitute a change of use, and ODOT would ask the owner to apply for a new access permit. A subsequent condition of approval is imposed that would limit the daily number of commercial truck trips

to/from the subject property.

10. ROAD TYPE: Highway 207 is two-lane, paved, ODOT maintained roadway. The driveway is a single-lane, graveled access.
11. EASEMENTS: A perpetual, non-exclusive access easement benefiting the subject property is located on the southern portion of Tax Lot #300 to the north. A utility easement granted to Umatilla Electric Cooperative also exists on the subject property.
12. LAND USE: The subject property is zoned for residential use. However, Umatilla County Planning Department property files show that the subject property has historically been used for a trucking business. A Zoning Permit for a home occupation was issued in 1979. More information about permitting history on the subject property is included in Item #21 below.
13. SURROUNDING USE: Parcels north, west, and south of the subject property are zoned for residential use and primarily consist of single family dwellings, accessory buildings, and irrigated pastures. Properties to the east, across Highway 207 are within the Hermiston City Limits but are sparsely developed.
14. BUILDINGS: Buildings on the subject property include an office as well as an accessory structure that is used as a shop/storage building.
15. UTILITIES: Umatilla Electric Cooperative provides electrical service to this property. Phone service provided by Century Link is readily available. Garbage service is provided through Sanitary Disposal.
16. RURAL FIRE: The subject property is within the Hermiston Rural Fire District.
17. IRRIGATION: The subject property is within the Hermiston Irrigation District.
18. WETLANDS: National Wetland Inventory (NWI) mapping does not show wetlands occurring on the subject property.
19. FLOODPLAIN: The subject property is not located in a mapped floodplain.
20. WATER/SEWER: The subject property contains a domestic well and an onsite septic system.

21. PERMITTING HISTORY: The following section presents information on permitting history and includes a summary of staff communication regarding the subject property.

March 19, 1979

- County Zoning Permit, #ZP-79-069: Zoning Permit issued to R.W. Kasari for a 16' x 20' Single-family Dwelling (SFD). Originally, the proposed use written on the permit was for an office building, the office building was crossed out and SFD was inserted above the cross through and Home Occupation was added. In 1979 the property was zoned R-1, Four-acre Agricultural-Residential.

July 7, 1983

- County Zoning Permit, #ZP-83-174: Zoning Permit issued to Mike Hamman (R.W. Kasari, property owner) for a 14' x 32' storage building. The accompanying site plan did not show a SFD. The drawing/plot plan included an office building, a truck shop, a barn and the proposed storage building.

August 9, 1991

- Letter to Planning Director Dennis Olson from Attorney Alex Byler on behalf of prospective buyers of the R. W. Kasari property and business operating as Kasari Trucking, Inc. The letter requested confirmation the operation of a trucking business was recognized and permitted as a pre-existing non-conforming use. The letter stated the property was developed with an office building, a truck repair shop, storage buildings, fencing, paving and graveled areas, truck fueling facilities, truck washing facilities and truck and trailer parking areas. The letter also stated that a transaction was supposed to close on August 15. The letter was cc'd to Mr. and Mrs. Steve Westersund.

August 12, 1991

- Letter in response to Alex Byler from Senior Planner Tamra Brink. The Brink letter includes that the property is zoned RR-4 and the Planning Department recognizes the property use as described in ZP-79-069 and ZP-83-074 as a commercial trucking business. The pre-existing non-conforming use was permissible to continue provided it did not violate any provisions of the Development Code. In addition, alterations or repairs to the business were subject to the Development Code and discontinuance of a non-conforming use for a period in excess of one year terminates the status.

October 22, 1998

- Written request from Neila Coffman, Manager of A&D Custom Loading, Inc., 30461 Lauback, Hermiston, OR 97838. Inquiring about restrictions for a trucking business on the property (operation of a potato loading business with little traffic). The business would include storing equipment, maintenance and office use.

November 6, 1998

- Letter from Senior Planner Patty Perry to Neila Coffman. The Perry letter was in response to a request from Mrs. Coffman on the historic use of the property. Enclosed with the letter were copies of previous correspondence and permits about the property. In addition, a copy of the Development Ordinance regarding non-conforming uses was also provided. The Perry letter noted Mrs. Coffman did not provide much detail on the proposed use of the property and Ms. Perry referenced Code Section 152.597 (C) and limits to alterations of a non-conforming use.

February 11, 2015

- Letter to Don and Joyce Waters from Attorney George Anderson regarding the Coffman property. The Anderson letter attached emails and listed County Zoning Ordinances and that he would request the Planning Department to look into conflicts.
- Letter to Don and Joyce Water from Attorney George Anderson and email correspondence with ODOT. ODOT expressed a change in use of the residential property for a new trucking business and would require evaluation of access for safety.

February 26, 2015

- Letter to Don Waters from Attorney George Anderson regarding the Coffman property. The Anderson letter itemized emails, documents and conversations with the Planning Department about the Coffman property.

March 6, 2015

- Letter from County Planner Shane Finck to Don Waters regarding commercial business on the Coffman property. The Finck letter explains the purpose of the RR-4 zoning and business options are limited. The letter adds this type of business (trucking) likely could not meet current standards for a home occupation/cottage industry (Section 152.573). Also included was a list of previous permits issued to the Coffman property and explained a pre-existing non-conforming use that is discontinued for a period of one year would no longer be a valid use on the property. Lastly, due to the sale of the property and that the original Kasari trucking business had not operated on the property for many years, a new trucking business would not be grandfathered in on the subject property.

March 2015

- Phone call from Planning Department to realtor. The Planning Department emphasized that the property was zoned residential.

February 23, 2016

- Phone call from Neila Coffman to Senior Planner Carol Johnson requesting permits issued on Tax Lot 302 (the Coffman property). The Zoning Permits from 1979 and 1983 were discussed as well as pre-existing non-conforming uses. It was explained to Ms. Coffman that discontinuing a non-conforming use for more than one year would result in use of the property conforming to the current zoning regulations. Ms. Coffman visited

with Code Enforcement and wanted information on a neighbor (Waters) she believed was operating a landscaping business.

January 23, 2017

- Phone call from Neila Coffman to Senior Planner Bob Waldher requesting permits issued on Tax Lot 302 (the Coffman property) and information on whether or not a Verification of Non-conforming Use would be necessary. Mr. Waldher emailed copies of property files to the Coffmans. Subsequently the Coffmans requested a meeting with Mr. Waldher and Tamra Mabbott for January 26, 2017.

January 26, 2017

- Meeting with Coffmans, Lee Docken (realtor) and County Planning (Tamra Mabbott and Bob Waldher) at Stafford-Hansell Government Center. It was explained that submitting an application for a Verification of Non-Conforming Use would be the best way to show that the trucking business has operated continuously on the property. County Planning noted that if an application was submitted, they would review it with County Counsel prior to charging the applicant a fee. Following the meeting, Mr. Waldher toured the property and noted that two truck trailers were present on the property, and a semi-truck was parked in the shed.

February 7, 2017

- Meeting with Tamra Mabbott and Neila Coffman at Stafford-Hansell Government Center. Ms. Coffman requested a determination on whether or not the original Kasari zoning permit was still valid. She also noted that there was an interested buyer in the property (commercial trucking business) with a sale option that expires at the end of February. Ms. Coffman provided letters from persons familiar with the Coffman's business, invoice from Oxarc and Hold Harmless Agreements from trucking businesses that have used the property in the past. Ms. Mabbott agreed to look at the documents and be in contact with the Coffmans. Ms. Mabbott asked Ms. Coffman for information from the buyer about the nature of his/her business as it is proposed to be used at the subject property.

February 10, 2017

- Phone call with Neila Coffman and Tamra Mabbott. Ms. Mabbott explained that staff had reviewed the documents and agreed there is abundant evidence that the property has been used for a business. She explained three options the Planners had identified, 1) file for a Verification of Non-conforming Use; 2) respond to a letter requesting the new business be allowed; 3) share information with buyer. Ms. Coffman indicated the prospective buyer had an excavation business, including an excavator, tractors, service truck and a truck and trailer. Ms. Mabbott noted that County Counsel would review the options and provide input, after which she would again contact the Coffmans.

February 13, 2017

- Email from Doug Olsen (County Counsel) to Tamra Mabbott. Mr. Olsen noted that he had reviewed the timeline and the materials regarding the subject property. He confirmed that it appeared the documentation would be supportive of an application for verification of non-conforming use for a trucking business, and that there was not any formal decision in the file allowing for the use of the property for a trucking business. Mr. Olsen noted that without a formal decision and application, the County could not provide any assurance of the continued use of the property.

February 21, 2017

- Application for Verification of Non-conforming Use submitted to County Planning Department.

22. NOTICES SENT: Hearing notices to adjacent property owners and agencies were sent on Friday, March 3, 2017.

23. AGENCIES: The following agencies and organizations were notified of the Planning Commission hearing for the proposed land use request: Umatilla County Assessor, Umatilla County Counsel, Umatilla County Environmental Health, Umatilla County Fire District #1.

24. HEARING: A public hearing will be held before the Umatilla County Planning Commission on Thursday, March 23, 2017 at 6:30 PM at the Justice Center Media Room, 4700 NW Pioneer Place, Pendleton, OR.

25. STANDARDS OF THE UMATILLA COUNTY DEVELOPMENT CODE FOR VERIFICATION OF NON-CONFORMING USE: The applicable criteria for Verification of Non-Conforming Use are found in Umatilla County Development Code (UCDC) Section 152.600. The criteria and standards of approval are listed below and underlined. Findings are provided in standard text.

UCDC §152.600: VERIFICATION OF NON-CONFORMING USE

- (A) A property owner may make application to the Planning Department to verify the lawful use of a building or a structure or of any land or premises lawfully existing at the time of a change in the official zoning maps or ordinances. As noted in the permitting history above, a Zoning Permit was issued to R.W. Kasari for a 16' x 20' Single-family Dwelling (SFD). Originally, the proposed use written on the permit was for an office building, the office building was crossed out and SFD was inserted above the cross through and Home Occupation was added. In 1979 the property was zoned R-1, Four-acre Agricultural-Residential. Correspondence throughout the years from the Planning Department appear to recognize the property use as described in ZP-79-069 and ZP-83-074 as a commercial trucking business. The correspondence indicated that the pre-existing non-conforming use was permissible to continue provided it did not violate any provisions of the Development Code. In addition, alterations or repairs to the business were subject to the

Development Code and discontinuance of a non-conforming use for a period in excess of one year would terminate the status.

(B) The Planning Director, or its designee, will review the application and make a recommendation if the use lawfully existed at the time of a change in the official zoning maps or ordinances, and that the use complies with all other requirements to constitute a nonconforming use, with the initial decision to be made in a public hearing established under Section 152.771 after proper notice. An application for verification of non-conforming use was submitted to the County Planning Department on February 21, 2017. Staff has reviewed the application and accepted it as being complete. A public hearing will be held before the Umatilla County Planning Commission (designee) on Thursday, March 23, 2017. The Planning Commission will conduct the public hearing, take testimony and review the project record to determine if the application permits verification of non-conforming use as required by the UCDC. The applicant is providing evidence under UCDC Subsection (C)(2) below to substantiate approval of a verification of non-conforming use.

(C) The application may be approved if the applicant proves either of the following:
(1) The use lawfully existed at the time of a change in the official zoning maps or ordinances, and that the use has continued uninterrupted until the date of application, or; In *Aguilar v. Washington County, Land Use Board of Appeals (LUBA) No. 2004-193; A128583*, LUBA makes clear that the law contemplates that an applicant who wishes to prove the existence of a non-conforming use must establish two predicates, namely, that a use continued uninterrupted for the specified period of time and that the use was lawful, at the time a zoning ordinance or regulation when into effect, not one or the other, as provided in Section 152.600 (C).

(2) If the presumption under Section 152.600 (D) is not rebutted, that the use continually existed for the ten year period immediately preceding the date of application, and that the use was first established prior to January 1, 1990. A supplemental narrative provided by the James and Neila Coffman (owners) is included as an attachment. The narrative provides a timeline of the uses occurring on the subject property since it was purchased nearly 18 years ago by the Coffmans, as well as a description of the nature of the trucking businesses operating on the property. The following presents a condensed summary of the narrative:

James and Neila Coffman, purchased the property in 1998. The applicants state that when they, and their business partner, Arthur Butts purchased the subject property, it was with the understanding that the property was recognized by the County as a “pre-existing non-conforming use” and that as long as the use was operating within the limitation of the development code, the property could continue to be used for a home occupation/trucking business. At that time, the Coffmans and Mr. Butts were operating under their

¹ Permitting history appears to indicate that the use (home occupation / trucking business) and buildings located on the subject property were legally established and lawful at the time the zoning ordinance went into effect.

corporation, A & D Custom Loading (a potato loading business with contracts with J.R. Simplot Co.). *Note: Business registry information obtained by County Planning from the Oregon Secretary of State shows that A&D Custom Loading was a recognized business until October 2008 (see attached).*

In 2002, the Coffmans bought out their business partner, Mr. Butts, but continued operating as A & D Custom Loading, Inc. Their contract with Simplot ended in 2004, but they continued to operate at a smaller scale. A friend and colleague of the Coffmans (Lopez Trucking) also used the subject property for their trucking operation and still utilized the property today.

Between 2003 – 2011 the Coffmans purchased and operated Krystal Ice Company based in Echo, OR. The applicants state that the subject property was used as a hub for the distribution of ice as well as the maintenance and parking of delivery trucks.

In 2011, the Coffmans began hauling recreation vehicles for “Unlimited Transport” and “Bee Line Transport” and would use the subject property for parking. This use continued until 2015 when the owners decided to list the subject property for sale. Since listing the property for sale, The Coffmans have continued to allow Lopez Trucking to continue to use the subject property for the parking of their trucks, equipment, and trailers. Mr. and Mrs. Coffman have provided signed “Hold Harmless Agreements” with Lopez Trucking for the use of the property. These are included as an attachment.

The Umatilla County Planning Commission may find that the applicant satisfies the criterion that the use continually existed for the ten year period immediately preceding the date of application, and that the use was first established prior to January 1, 1990.

(D) If the applicant submits evidence providing the existence, continuity, nature and extent of the use for the 10 year period, a rebuttable presumption is created that the use, as proven, existed at the time the applicable zoning map, or ordinance was adopted and has continued uninterrupted until the date of application. The Umatilla County Planning Commission finds that the applicant has submitted a narrative and other supporting documents showing continuity of the legally established use for a 10 year period. Therefore, a rebuttable presumption is created.

(E) In no event will the applicant be required to prove the existence, continuity, nature and extent of the use for a period exceeding 20 years immediately preceding the date of application. The applicant has submitted evidence for a 10 year period. This criterion is not applicable.

(F) Conditions may be imposed under Section 152.776 on the non-conforming use to the extent provided by this Umatilla County Development Code and Oregon State law. If conditions may not be imposed under state law, this Section 152.600 shall be deemed void and revoked. (Ord. 2000-04, passed July 26, 2000). The Umatilla County Planning Commission has imposed conditions of approval. These are presented in Item #26 below.

26. DECISION: BASED UPON THE ABOVE STATED FINDINGS AND CONCLUSIONS, THE UMATILLA COUNTY PLANNING COMMISSION FINDS THE APPLICATION COMPLIES WITH APPLICABLE STANDARDS OF APPROVAL AND VERIFICATION OF NON-CONFORMING USE, LAND USE DECISION #LUD-213-17, IS HEREBY APPROVED SUBJECT TO THE FOLLOWING CONDITIONS OF APPROVAL:

Precedent Conditions: The following conditions must be completed prior to the issuance of final approval, signified by issuance of a Umatilla County Zoning Permit:

1. Obtain a County Zoning Permit and all applicable State permits.

Subsequent Conditions: The following conditions apply following final approval:

1. The owner must comply with the Non-Conforming Use section of UCDC. Any change of a non-conforming use is subject to the requirements of UCDC Section 152.591.
2. An annual review (subject to annual renewal fee) will be conducted by the Umatilla County Code Enforcement Department to assure compliance with UCDC requirements. Should complaints be received, the approval of the non-conforming use could be subject to additional Code Enforcement review. Upon discontinuance of the proposed use for a period in excess of one year, the use of the subject property must conform to the property's underlying RR-4 zoning.
3. Outdoor storage of materials that are not incidental to the proposed trucking operation as well as the accumulation of solid waste on the subject property is prohibited.
4. The existing shop, office building, and fueling station shall be exclusively for the continuance of the trucking business.
5. No trucking operations, such as hauling, maintenance or repair activities shall occur on the subject property between the hours of 10:00 p.m. and 6:00 a.m.
6. The owner of the subject property shall meet the duties and obligations required by the existing access easement. This includes a) maintain the roadway as a good, graded, graveled roadway, clear of debris and vehicles, b) maintain the roadway so there is a minimum of dust for a graded, graveled roadway, and c) post the roadway for a maximum speed of 5 miles per hour and police the speeds on the roadway so that parties traveling over it do not exceed that maximum speed limit.
7. The daily number of commercial truck trips to/from the subject property is limited to 10 trips per day. Daily trips beyond this threshold will constitute a review by ODOT and will require the applicant to obtain an ODOT access permit.

UMATILLA COUNTY PLANNING COMMISSION

Randy Randall, Chair
Umatilla County Planning Commission

Dated _____ day of _____, 2017

Mailed _____ day of _____, 2017

THIS DECISION BECOMES FINAL FIFTEEN DAYS AFTER MAILING THE FINAL
DECISION UNLESS TIMELY APPEALED.

Attachments:

- A. Property Deed
- B. Recorded Access Easement
- C. Tax Statements Associated with Subject Property (provided by applicants)
- D. Supplemental Narrative Describing Historical Use of Subject Property (provided by applicants)
- E. Oregon Secretary of State Business Registry Information (obtained by County Planning)
- F. Affidavits from Various Entities Acknowledging Trucking Business (provided by applicants)
- G. Verification of Services Provided by Oxarc to Subject Property (provided by applicants)
- H. Historic Google © Imagery Showing Subject Property (provided by applicants)
- I. Hold Harmless Agreements with Lopez Trucking from 1999-2017 (provided by applicants)

ATTACHMENT A: PROPERTY DEED

3 2006 49 0656



2006-490656 1 of 3

State of Oregon)
County of Umatilla)

This instrument was received
and recorded on
04-25-08 at 4:15

In the record of instrument
code type DE-WD

Instrument Number 2006-490656
Fee 38.00

Office of County Records

Jeanne Hemphill
Records Officer

SEND TAX STATEMENTS TO:
NO CHANGE

RECEIVED

APR 25 2006

UMATILLA COUNTY
RECORDS

AFTER RECORDING RETURN TO:

PIONEER ESCROW CE#27080
P.O. BOX 1538
PENDLETON OR 97801

STATUTORY SPECIAL WARRANTY DEED

LAURENCE J. PLUCINAK and EILEEN M.B. PLUCINAK, husband and wife, as Grantor, hereby conveys and specially warrants to JAMES W. COFFMAN and NEILA COFFMAN, husband and wife, Grantee, the following described real property free of encumbrances created or suffered by the Grantor except as specifically set forth herein, situated in Umatilla County, Oregon to-wit:

The real property described on Exhibit "A" which is attached hereto and by this reference incorporated herein.

The true and actual consideration for this conveyance is \$164,000.00. This deed is in fulfillment of a Land Sale Contract dated January 20, 1999.

THIS INSTRUMENT WILL NOT ALLOW USE OF THE PROPERTY DESCRIBED IN THIS INSTRUMENT IN VIOLATION OF APPLICABLE LAND USE LAWS AND REGULATIONS. BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON ACQUIRING FEE TITLE TO THE PROPERTY SHOULD CHECK WITH THE APPROPRIATE CITY OR COUNTY PLANNING DEPARTMENT TO VERIFY APPROVED USES AND TO DETERMINE ANY LIMITS ON LAWSUITS AGAINST FARMING OR FOREST PRACTICES AS DEFINED IN ORS 30.930.

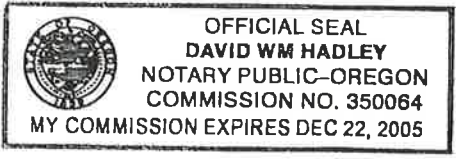
DATED this 8th day of June, 2002.

Laurence J. Plucinak
Laurence J. Plucinak, Grantor

Eileen M.B. Plucinak
Eileen M.B. Plucinak, Grantor

STATE OF OREGON)
)ss.
County of Umatilla)

This instrument was acknowledged before me on June 8, 2002 by Laurence J. Plucinak and Eileen M.B. Plucinak.



David Wm Hadley
Notary Public for Oregon
My Commission Expires: 12/22/05

PREPARED BY:
David Wm. Hadley, OSB No. 81252
Attorney At Law
130 SE 3rd Street
Hermiston, OR 97838
a:\plucinak\offmandeed\109

TRACT I:

2005-440655 3 of 3

Beginning at Northeast corner of Section 21, Township 4 North, Range 28; thence South along Easterly line of said Section 1861.75 feet to the point of beginning for this description; thence West at right angles to said Section line along Easterly projection of Northerly line and along Northerly line of that tract conveyed to Donald L. Evens, et ux, recorded in Book 263, Page 412, Deed Records, a distance of 660 feet; thence North 336.75 feet; thence East 660 feet to said Section line; thence South 336.75 feet to the point of beginning;

SUBJECT to any and all water rights of way, roads, highways and railroads;

All being East of the Willamette Meridian, Umatilla County, Oregon.

TRACT II:

Easements contained in roadway and building encroachment easement between Donald F. Waters, et ux and Robert J. Kasari, recorded in Microfilm R-209, Page 560, Deed Records.

SUBJECT TO:

1. The premises herein described are within the boundaries of the Hermiston Irrigation District, and this property is therefore subject to all easements, levies and assessments thereof.
2. Right of way easement, including the terms and provisions thereof, granted Umatilla Electric Cooperative Association, recorded September 22, 1958, Book 250, Page 695, Deed Records.
3. Terms and conditions contained in roadway and building encroachment easement between Donald F. Waters, et ux, and Robert J. Kasari, recorded August 13, 1991, Microfilm R-209, Page 560, Deed Records.

a:\plucinakoffman\exhibitd\109

EXHIBIT A

ATTACHMENT B: RECORDED ACCESS EASEMENT

P
5009

4 N 28 21 A (3) 300
Benefit of (5) 302

R 209 REC 560

164815

ROADWAY & BUILDING ENCROACHMENT EASEMENT
(Donald F. Waters and Joyce M. Waters to Robert J. Kasari)

**I
GRANT OF ROADWAY EASEMENT**

Donald F. Waters and Joyce M. Waters ("Grantors") hereby grant and convey to Robert J. Kasari ("Grantee"), his heirs, successors and assigns, a perpetual, non-exclusive easement for access, ingress, egress and roadway purposes over and across that real property described as follows:

That portion of Northeast Quarter of Section 21, Township 4 North, Range 28, included within the lands of Donald F. Waters, et ux, recorded in Book 332, Page 500, Deed Records, and described as beginning at a point on South line of said Waters Tract, which lies 193.64 feet East of Southwest corner of said Tract; thence continuing along said South line North 89° 44' 41" East 434.26 feet to a point on West right of way line of Butter Creek Highway; thence North 0° 15' 42" West along said West line 23.39 feet to a 1/2 inch rebar; thence South 80° 30' 22" West 35.33 feet to a railroad spike; thence North 88° 45' 18" West 357.13 feet to a 1/2 inch rebar; thence South 57° 10' 22" West 50.28 feet to the point of beginning;

All being East of the Willamette Meridian, Umatilla County, Oregon.

**II
DUTIES AND OBLIGATIONS RE ROADWAY EASEMENT**

In consideration of Grantor granting the easements herein, Grantee and his heirs, successors and assigns to the benefited real property described below agree that they shall have all repair and maintenance responsibilities for said roadway and they shall keep and maintain it in good condition and repair, and Grantors shall have no repair or maintenance responsibilities. At a minimum Grantee and his heirs, successors and assigns to the benefited real property shall perform all of the following duties and obligations concerning said roadway:

- a. Maintain the roadway as a good, graded, graveled roadway clear of debris and vehicles.
- b. Maintain the roadway so there is a minimum of dust for a graded, graveled roadway.
- c. Post the roadway for a maximum speed of 5 miles per hour and police the speeds on the roadway so that parties traveling over it do not exceed that maximum speed limit.

P-46057

ORIGINAL

R 209 REC 561

d. Carefully prune the trees adjacent to the roadway so that the roadway is kept clear.

Grantee and his heirs, successors and assigns to the benefited real property do hereby agree to the foregoing duties and obligations, through Robert J. Kasari's signature given below.

III
GRANT OF BUILDING ENCROACHMENT EASEMENT

Grantors hereby grant and convey to grantee, his heirs, successors and assigns, a perpetual, exclusive easement for the encroachment of that presently existing shop of grantee onto the property of grantors, said encroachment being approximately 65 feet long (the approximate East to West length of said shop) and being approximately 5.6 feet onto grantors' real property at its deepest point including the eave overhang.

Said shop is located along the East to West boundary between the burdened and benefited real property of grantors and grantee described herein, with said shop encroachment being along the Westerly 1/3 of said East to West boundary.

Said building encroachment easement lies upon and burdens the following described real property of grantor:

That portion of the NE 1/4 of Section 21, Township 4 North, Range 28 East of the Willamette Meridian, Umatilla County, Oregon, lying within the lands of Donald F. Waters et ux, recorded by deed in Book 332, Page 500, Umatilla County Deed Records being described as follows:

Beginning at the Southwest corner of said Waters tract. Said point lies 539.12 feet South of the NW corner of the South 1/2 of the SE 1/4 of the NE 1/4 of the NE 1/4 of said Section 21 and running; thence North along the West line of said Waters tract 7.50 feet to the Westerly projection of a fence line; thence along said fence line projection and said fence line South 89° 48' 42" East 202.93 feet to a fence corner; thence South 57° 10' 22" West 11.01 feet to a point on the South line of said Waters tract; thence South 89° 44' 41" West along said South line 193.64 feet to the point of beginning.

IV
DUTIES AND OBLIGATIONS RE. ENCROACHMENT

In consideration of Grantor granting the easements herein, Grantee and his heirs, successors and assigns to the benefited real property described below agree to the following concerning said shop building:

a. That the existing shop shall be maintained in a good,

neat, repaired and ^{new} painted condition.

b. Upon destruction of the shop or abandonment of the shop by grantees for a period of one year, this building encroachment shall terminate. Termination shall be established of record by the filing by grantors or their successors in interest to the burdened real property of an affidavit setting forth the facts of the destruction or abandonment and giving the fee and equitable owners of the benefited property thirty days' notice in writing of the contents of the affidavit before filing it.

Grantee and his heirs, successors and assigns to the benefited real property do hereby agree to the foregoing duties and obligations, through Robert J. Kasari's signature given below.

V
BENEFIT OF EASEMENTS

Said easements shall benefit that real property described below belonging to grantee and shall be appurtenant to said real property and shall run with said real property.

Commencing at Northeast corner of Section 21, Township 4 North, Range 28; thence South along Easterly line of said Section 21 a distance of 1861.75 feet to the point of beginning for this description; thence West at right angles to said Section line along Easterly projection of Northerly line and along Northerly line of that tract conveyed to Donald L. Evens, et ux, recorded in Book 263, Page 412, Deed Records, a distance of 660 feet; thence North a distance of 336.75 feet; thence East a distance of 660 feet to said Section line; thence South 336.75 feet to the point of beginning; all being E.W.N., Umatilla County, Oregon.

READ, GRANTED AND CONVEYED:

Donald F. Waters
DONALD F. WATERS, Grantor
Date: 8/9/91

Joyce M. Waters
JOYCE M. WATERS, Grantor
Date: 8-9-91

STATE OF OREGON, COUNTY OF UMATILLA) SS.

This instrument was acknowledged before me on August 9, 1991 by Donald F. Waters and Joyce M. Waters.

[Signature]
Notary Public for Oregon
My Commission Expires: 10/12/93



R 209 PAGE 563

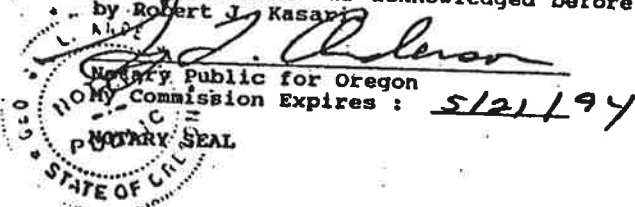
AGREEMENT OF ROBERT J. KASARI

The below-signed Robert J. Kasari, does hereby agree to and accept all of the foregoing duties and obligations of the grantee Robert J. Kasari, and does hereby agree that said duties and obligations shall bind his heirs, successors and assigns to the benefited real property described above. Robert J. Kasari also agrees to pay Grantors for their attorney's fees incurred in reviewing and negotiating this easement.

Robert J. Kasari
Robert J. Kasari
Date: 8/12/91

STATE OF OREGON, COUNTY OF UMATILLA) SS.

This instrument was acknowledged before me on Aug 12, 1991
by Robert J. Kasari



After Recording Return To:

Pioneer Escrow
P.O. Box 187
Hermiston, Oregon 97838

60s gla KasariWe.Ea2

ATTACHMENT C: TAX STATEMENTS (Provided by Applicants)

STATEMENT OF TAX ACCOUNT
UMATILLA COUNTY TAX COLLECTOR
216 SE 4TH ST
PENDLETON, OR 97801
(541) 276-7111

1-Mar-2016

COFFMAN JAMES W & NEILA
 COFFMAN JAMES W & NEILA (AGT)
 74995 WASHINGTON LN
 IRRIGON, OR 97844

Tax Account #	122203	Lender Name	
Account Status	A	Loan Number	
Roll Type	Real	Property ID	0803
Situs Address	78578 HIGHWAY 207 HERMISTON, OR 97838	Interest To	3/15/2016

Tax Summary

Tax Year	Tax Type	Total Due	Current Due	Interest Due	Discount Available	Original Due	Due Date
2015	ADVALOREM	\$1,739.75	\$1,701.93	\$37.82	\$0.00	\$1,701.93	Nov 15, 2015
2014	ADVALOREM	\$1,909.97	\$1,627.81	\$282.16	\$0.00	\$1,627.81	Nov 15, 2014
2013	ADVALOREM	\$1,624.38	\$1,230.21	\$394.17	\$0.00	\$1,627.66	Nov 15, 2013
2012	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$1,574.86	Nov 15, 2012
2011	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$1,526.53	Nov 15, 2011
2010	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$1,475.03	Nov 15, 2010
2009	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$1,449.99	Nov 15, 2009
2008	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$1,236.39	Nov 15, 2008
2007	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$1,260.47	Nov 15, 2007
2006	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$1,219.48	Nov 15, 2006
2005	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$1,092.42	Nov 15, 2005
2004	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$1,163.85	Nov 15, 2004
2003	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$1,176.75	Nov 15, 2003
2002	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$1,081.23	Nov 15, 2002
Total		\$5,274.10	\$4,559.95	\$714.15	\$0.00	\$19,214.40	

UMATILLA County Assessor's Summary Report
Real Property Assessment Report
FOR ASSESSMENT YEAR 2016

March 1, 2016 9:01:07 am

Account # 122203
 Map # 4N2621-A0-00302
 Code - Tax # 0803-122203

Tax Status ASSESSABLE
 Acct Status ACTIVE
 Subtype NORMAL

Legal Descr See Record

Mailing Name COFFMAN JAMES W & NEILA
 Agent COFFMAN JAMES W & NEILA (AGT)
 In Care Of
 Mailing Address 74995 WASHINGTON LN
 IRRIGON, OR 97844

Deed Reference # 2006-4990656 (SOURCE ID: 499-656)
 Sales Date/Price 01-20-1999 / \$164,000.00
 Appraiser BOATRRIGHT, ED

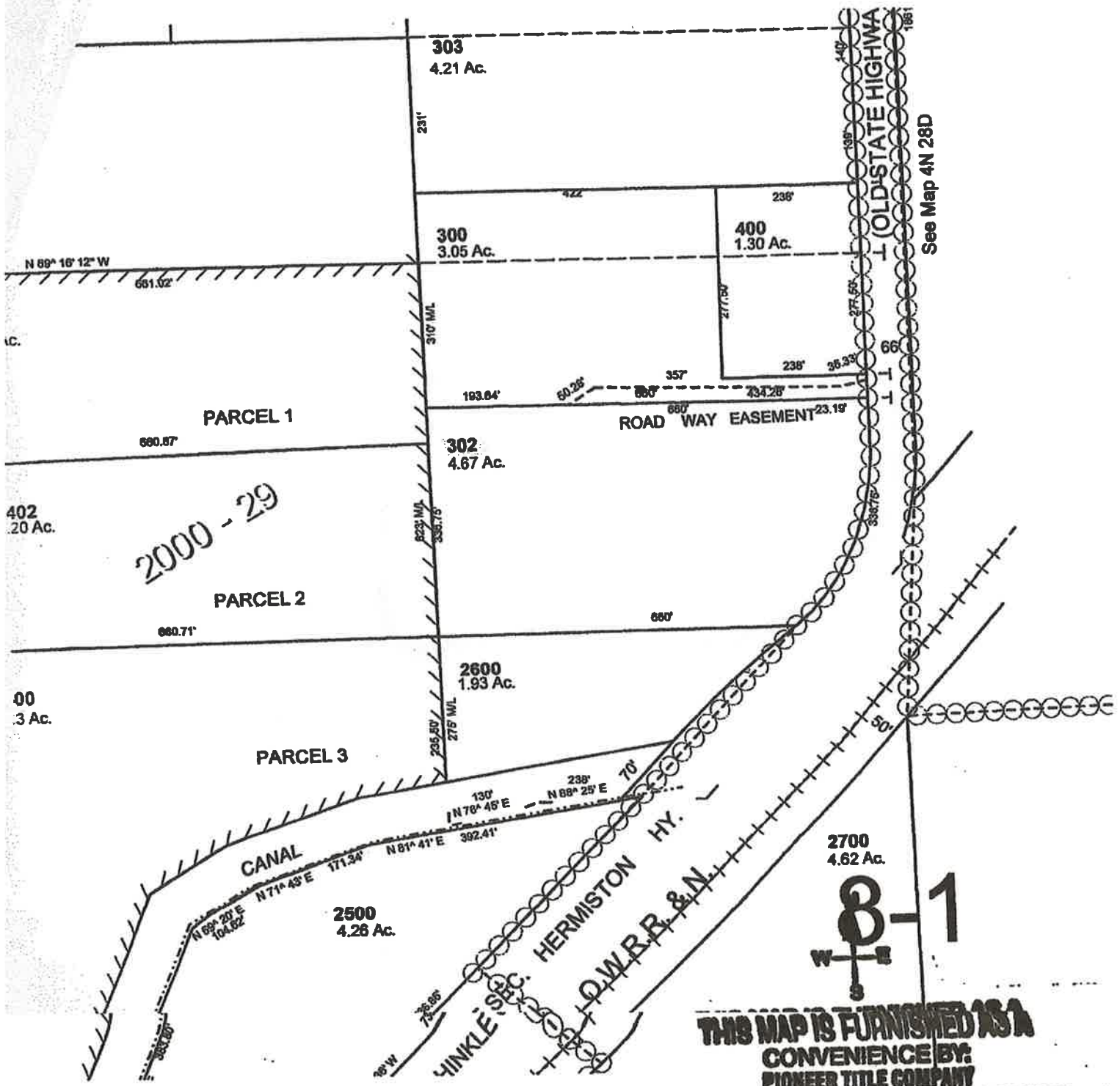
Prop Class 401 MA SA NH Unit
 RMV Class 401 02 91 000 122203-1

Situs Address(e)	Situs City
ID# 1 78578 HIGHWAY 207	HERMISTON

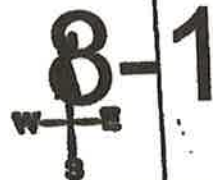
Value Summary					
Code Area	AV	RMV	MAV	RMV Exception	CPR %
0803 Land		95,690		Land	0
Impr.		59,450		Impr.	0
Code Area Total	111,010	155,140	111,010		0
Grand Total	111,010	155,140	111,010		0

Land Breakdown											
Code Area	ID#	RFD	Ex	Plan Zone	Value Source	TD%	LS	Size	Land Class	Irr Class	Irr Size
0803					RURAL OSD - FULL	100					
0803	1	R		RR-4	Rural Site	100	A	4.67	L		
Grand Total											0.00

Improvement Breakdown											
Code Area	ID#	Yr Built	Stat Class	Description	TD%	Total Sq. Ft.	Ex%	MS Acct #	Trended RMV		
0803	1	1979	131	One story	100	384			35,520		
0803	2		300	Do Not Use -Farm Bldg	100	1,950			14,280		
0803	3		300	Do Not Use -Farm Bldg	100	448			8,320		
0803	4		300	Do Not Use -Farm Bldg	100	140			0		
0803	5		300	Do Not Use -Farm Bldg	100	80			1,330		
0803	6		300	Do Not Use -Farm Bldg	100	0			0		
Grand Total									3,002	59,450	



See Map 4N 28D



THIS MAP IS FURNISHED AS A CONVENIENCE BY: PIONEER TITLE COMPANY

THIS MAP IS NOT A SURVEY AND DOES NOT SHOW THE LOCATION OF ANY IMPROVEMENTS. IT IS PROVIDED FOR IDENTIFICATION OF LANDS ONLY, AND THIS COMPANY ACCEPTS NO LIABILITY FOR THE ACCURACY OF BOUNDARY LINES, EASEMENTS, ROADS OR OTHER MATTERS SHOWN THEREON.

MAP NO. 4N 28-21A

Hermiston Irrigation District

366 E Hurlburt Ave
Hermiston OR 97838-2445

Phone 5415673024
Fax # (541) 564-1069
E-Mail Business@Hermistonid.org
Web Site HermistonID.org

STATEMENT

5/31/2016

James W & Neila Coffman
74995 Washington Ln
Irrigon OR 97844-7101

DATE	DESCRIPTION OF CHARGES					AMOUNT
04/30/2016	Balance forward					392.06
05/31/2016	4N2821A 302- INV #FC 26661. Finance Charge					2.75
05/31/2016	INV #SF 26661. Administrative Delinquent Acct Fee					2.00
05/31/2016	PMT #1110. Pmt on Acct					-150.00
CURRENT	1-30 DAYS PAST DUE	31-60 DAYS PAST DUE	61-90 DAYS PAST DUE	OVER 90 DAYS PAST DUE	TOTAL	
191.50	0.00	0.00	0.00	55.31	\$246.81	

The balance of the 2016 Irrigation Assessment is due by June 30, 2016.
Finance charges are applied at the rate of 1.33% per month, along with a \$2 per month administrative fee.

James W & Neila Coffman
74995 Washington Ln
Irrigon OR 97844-7101

STATEMENT DATE

5/31/2016

Total Amount Due

\$246.81

Hermiston Irrigation District
366 E Hurlburt Ave
Hermiston OR 97838

Amount Enclosed: _____

ATTACHMENT D: SUPPLEMENTAL NARRATIVE (Provided by Applicants)

To the Umatilla County Land Use and Planning Department

We (James & Neila Coffman) currently own the property located at 78578 S hwy 207 Hermiston OR 97838, are presenting the following historical summary on behalf of Steve Sinor who is filing for Verification of Non-Conforming Use of said property.

In October of 1998, Prior to purchasing the property located at 78578 S. Hwy 207(Kasari) I wrote to the planning department inquiring about the historical non-conforming use permit that was issued to the property. In response to my letter I was provided a copy of the Umatilla County Development Code referring to the limitations of the code, and a prior letter requesting official confirmation that the property is recognized as having a " pre-existing non-conforming use" and the response letter confirming such, and with that I was led to believe that as long as we operated within those limitations the nonconforming permit went with the purchase of the property. (In the copy of the letter to Alex Byler dated 8/12/1991 that I received from the county it clearly states that the commercial trucking was "recognized and allowed" as long as long as it was not discontinued for a period of 1 year. The letter does not specify size or type of truck, or the type of trucking business.) We then, along with our business partner Arthur Butts proceeded with the purchase of the property, with the intent of entering into a triple net lease agreement with A&D Custom Loading Inc. (a corporation owned by Arthur Butts, James, and Neila Coffman).

I am providing a history of the operations of which we have utilized the property for. To the best of my knowledge at no time did the historical pre-existing non-conforming permit become invalid, furthermore during the past 18 years to the best of my knowledge we had no public violations or complaints.

A&D Custom Loading was established as a corporation in September of 1996, and operated as an LLC for approximately 3 years prior to that. The operation was located at 30461 Lauback St in Hermiston Oregon where we rented a truck shop from Tip and Gene Carber during that period of time. The primary operation of the company was loading potatoes into and out of storage sheds for JR Simplot Company of Hermiston OR. The location of the sheds varied from as far as Moses Lake, WA to Echo OR (approximately 35 different locations). The service was conducted with the use of Pilers, and Scoopers (farm equipment that operates via conveyer belts and electric and hydraulic motors). The potato loading equipment was not road worthy and had to be hauled via commercial truck and tractor trailer to the various locations. Also used in our operation were Tractors, forklifts, bobcats, a road grader, ditch witch, a front end loader, a water truck a couple of smaller trailers, and service trucks with portable generators and portable welding equipment. All of which at one time or another were in the multi- purpose shop for maintenance and repairs. We conducted the majority of our own maintenance and repairs on equipment and trucks, therefore needing equipment and supplies to conduct the maintenance. We serviced many locations at one time and employed as many as 19 full time employees at any given time, and were on call 24/7. During the harvest season we used Skills Resource Training Center to hire seasonal labor. We usually put potatoes into storage from August through October, and took potatoes out of storage from October through May. We would deliver our equipment to the storage shed and at any given time Simplot would request that we move to a different location requiring our truck to go to the location load and then deliver to the new location. We at times called upon Juan Lopez trucking to help out with the moving of equipment. We would have to bring the equipment into our home location to be washed and serviced periodically.

We purchased the Kasari property because it fit the needs of our operation as it was already set up with 4.67 acres, half of which was a graveled parking lot with underground power for plugging trucks in, a 16X25 office building, a 30x70 multi-purpose shop with 14x14 doors at each end (large enough to park a semi-truck and trailer in) a 15x30 multi-purpose shop, an 8x10 wash shed with a concrete wash pad, a 10,000 gal full tank with metered 20 key lock access, 6 parking yard lights. We began the big task of moving our 19 pilers, 21 scoopers, 3 tractors, 2 forklifts, 3 service trucks, pressure washer, welders and other fabricating equipment along with the tools and supplies necessary for maintenance and repair, our friend and colleague Lopez Trucking who at that time had trucks and potato trailers (Lopez trucking was identical to that which operated on the property at the time of purchase), along with our office equipment and records.

Upon moving we had to put in the necessary power to operate our equipment which required a county permit which we were granted. We also had to change our physical business location with our insurance company, state payroll, DOT reporting (which was a quarterly mileage report and IFTA and were required to maintain a log book for every time we left and returned to the "shop"), UECA (which at that time physically read meters, garbage service, Heller and sons delivered fuel (10,000gal) usually about every 3 months, we used Oxarc to service our first aid kits and fill our oxygen and acetylene tanks for our welders and cutting torches, we were visited monthly by Industrial Supply to fill our bolt bins, along with various other on site vendors, employees would pick up paychecks at the office as well as Skills Resource picking up time sheets weekly. As you can see we had an obvious presence at the Kasari location.

James and I bought out our partner Arthur Butts in 2002, but continued operating as A&D Custom Loading Inc. In 2004 our contract with Simplot ended but we continued operating on a smaller scale and Lopez Trucking remained on sight operating on a regular basis.

In addition to our Loading operations, in 2003 James and I had purchased Krystal Ice Company in Echo OR. We serviced and parked our Ice Trucks at the Kasari Location and used it as loading hub for our Ice distribution receiving bagged Ice from Arctic Land Ice and Reddy Ice Corp and delivering to various local businesses through 2013. Krystal Ice operated only 1 box truck and made daily deliveries 7 days a week the actual business was conducted at the Echo location and when that property sold we operated out of our Irrigon office. Drivers were required to turn in weekly reports on how many bags of Ice were delivered to the various businesses, this tracking was for their payroll, this continued until 2013. In 2011 James and I began the commercial hauling of RV's under USDOT for Unlimited Transport and Bee Line Transport and when hauling parked loaded truck and trailer on the premises though 2015 during this time we also decided to list the property for sale and began the clean up process in which we utilized our agreement with Juan Lopez to assist in hauling any remaining equipment from the property to the various alternative locations. In 2006 Lopez Trucking expanded adding flatbeds, containers, and chassis of which some are currently parked along the south property fence.

It is clear and obvious by the structures that are located on this property and layout of this facility that the historical non-conforming use has not "increased", "there has been no construction changes", "use has not been discontinued for a period of one year".

As you can see there has no period of time over the past 18 years in which operations have completely ceased.

**ATTACHMENT E: BUSINESS REGISTRY
INFORMATION (Obtained by County
Planning)**

Business Registry Business Name Search

New
Search

Business Entity Data

02-09-2017
09:45

Registry Nbr	Entity Type	Entity Status	Jurisdiction	Registry Date	Next Renewal Date	Renewal Due?
532970-82	DBC	INA	OREGON	08-26-1996		
Entity Name	A&D CUSTOM LOADING INC.					
Foreign Name						

New
Search

Associated Names

Type	PPB PRINCIPAL PLACE OF BUSINESS					
Addr 1	78578 S HWY 207					
Addr 2						
CSZ	HERMISTON	OR	97838	Country	UNITED STATES OF AMERICA	

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

Type	AGT REGISTERED AGENT			Start Date	09-20-2004	Resign Date
Name	NEILA	D	COFFMAN			
Addr 1	33896 E WALLS RD					
Addr 2						
CSZ	HERMISTON	OR	97838	Country	UNITED STATES OF AMERICA	

Type	MAL MAILING ADDRESS					
Addr 1	PO BOX 26					
Addr 2						
CSZ	IRRIGON	OR	97844	Country	UNITED STATES OF AMERICA	

Type	PRE PRESIDENT			Resign Date	
Name	JAMES	W	COFFMAN		
Addr 1	74995 WASHINGTON LN				
Addr 2					
CSZ	IRRIGON	OR	97844	Country	UNITED STATES OF AMERICA

Type	SEC	SECRETARY		Resign Date	
Name	NEILA	D	COFFMAN		
Addr 1	74995 WASHINGTON LN				
Addr 2					
CSZ	IRRIGON	OR	97844	Country	UNITED STATES OF AMERICA

New Search

Name History

Business Entity Name	Name Type	Name Status	Start Date	End Date
A&D CUSTOM LOADING INC.	EN	CUR	08-26-1996	

Please read before ordering Copies.

New Search

Summary History

Image Available	Action	Transaction Date	Effective Date	Status	Name/Agent Change	Dissolved By
	ADMINISTRATIVE DISSOLUTION	10-24-2008		SYS		
	NOTICE LATE ANNUAL	08-29-2008		SYS		
	REINSTATEMENT STRAIGHT	02-13-2008		FI		
	ADMINISTRATIVE DISSOLUTION	10-27-2006		SYS		
	NOTICE LATE ANNUAL	09-01-2006		SYS		
	AMNDMT TO ANNUAL RPT/INFO STATEMENT	03-01-2006		FI		
	REINSTATEMENT AMENDED	01-26-2006		FI		
	ADMINISTRATIVE DISSOLUTION	10-22-2004		SYS		
	CHANGE OF REGISTERED AGENT/ADDRESS	09-20-2004		FI	Agent	

NOTICE LATE ANNUAL	08-27-2004		SYS		
ANNUAL REPORT PAYMENT	08-04-2003		SYS		
ANNUAL REPORT PAYMENT	08-20-2002		SYS		
ANNUAL REPORT PAYMENT	07-20-2001		SYS		
APPLICATION FOR REINSTATEMENT	02-27-2001		FI		
INVOL DISSOLUTION	10-22-1999		SYS		
NOTICE	09-07-1999		SYS		
STRAIGHT RENEWAL	07-27-1998		FI		
AMENDED RENEWAL	09-05-1997		FI		
NEW FILING	08-26-1996		FI		

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Code	Description
ABN	Assumed Business Name
AOG	Act Of Government
DBC	Domestic Business Corporation
DBT	Domestic Business Trust
DCOOP	Cooperative
DDINP	District Improvement Nonprofit
DDIP	District Improvement Profit
DLLC	Domestic Limited Liability Company
DLLP	Domestic Registered Limited Liability Partnership
DLP	Domestic Limited Partnership
DNP	Domestic Nonprofit Corporation
DPC	Domestic Professional Corporation
FBC	Foreign Business Corporation
FBT	Foreign Business Trust
FLLC	Foreign Limited Liability Company
FLLP	Foreign Registered Limited Liability Partnership
FLP	Foreign Limited Partnership
FNP	Foreign Nonprofit Corporation
FPC	Foreign Professional Corporation
REG	Registered Name
RES	Reserved Name

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Business Name Search

Business Entity Statuses	
Code	Description
ACT	Active
INA	Inactive
IP	In Process
NON	Nonfileable. These Entities Are Not Yet Filed For Various Reasons.
UNF	Unfiled

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Business Name Search

Business Entity Name Types	
Code	Description
BAT	Bic Business Activity Names
DBA	Doing Business As
EN	Entity Name
FGN	Foreign Name
MN	Misfiled Name

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Business Name Search

Business Entity Name Statuses	
Code	Description
CRC	Error Correction
CUR	This is the current entity name (or last entity name if the entity is inactive).
IP	In Process
PRE	Previous
UNF	Unfiled

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ATTACHMENT F: AFFIDAVITS (Provided by Applicants)

I Juan Lopez of Lopez trucking entered into a verbal agreement with James and Neila Coffman, and Arthur Butts of A&D Custom Loading in 1999 that consisted of my trucking business utilizing a portion of their property located at 78578 S Hwy 207, in exchange for occasional use of my services. I have indeed utilized the property on a continuous basis for my trucking business that is still operating to date and I currently have equipment which I use on a regular basis for my business located on the premises.



Juan Lopez

2-26-2016
Date

I Lenn Greer have known James and Neila Coffman for 30 plus years and am familiar with their businesses as A&D Custom Loading and Krystal Ice and the property located at 78578 S hwy 207 in Hermiston and frequently stopped by to visit over the years. During that time there were Trucks and/or trailers parked on the property.

Lenn Greer

2/1/2017

2006 & 2007

FFA Batteries for my duplex
Cruzin FFA donation. A recycling program
for the duplex got Batteries from Jean Lopez trucking
at that address. A & D trucking hauled batteries
from Cruzin to Barden Napa to recycle.

A & D trucking also loaned Krystal Ice
has allowed us to borrow their forklift
from 2006 to 2014.

Lenn Greer

I Dwight Osborne have known James and Neila Coffman for 30 plus years and am familiar with their businesses as A&D Custom Loading and Krystal Ice and the property located at 78578 S hwy 207 in Hermiston and frequently stopped by to visit over the years. During that time there were Trucks and/or trailers parked on the property.

A handwritten signature in black ink, appearing to read "Dwight L. Osborne". The signature is written in a cursive style and is followed by a long horizontal line that extends to the right.

I Dan Combes have known James and Neila Coffman for 25 plus years and am familiar with their businesses as A&D Custom Loading and Krystal Ice and the property located at 78578 S hwy 207 in Hermiston and frequently stopped by to visit over the years. During that time there were Trucks and/or trailers parked on the property.

Dan Combes - 2-1-17

I Gary Kroske Have known James and Neila Coffman for 20 plus years and am familiar with their businesses as A&D Custom Loading and Krystal Ice and the property located at 78578 S hwy 207 in Hermiston and frequently stopped by to visit over the years. During that time there were Trucks and/or trailers parked on the property in. There were also times that their trucks were located inside the maintenance shop being worked on.

Gary Kroske 2/1/17

I Kevin Guthrie worked for A&D Custom Loading Inc. as a mechanic at the shop located at 75878 South Hwy 207 in Hermiston from 2006-2010, and frequented the property on a personal basis from 2011-2014 when I moved out of the area during that time Lopez Trucks and flatbed, container, and/ or chasis were on the property in some capacity. There were also times that their trucks were located inside the maintenance shop being worked on.

A handwritten signature in black ink that reads "Kevin Guthrie". The signature is written in a cursive style with a large initial 'K' and 'G'.

ATTACHMENT G: VERIFICATION OF SERVICES (Provided by Applicants)



Neila Coffman <awesomegma@gmail.com>

verifying services

1 message

Harold Mattox <HMattox@oxarc.com>

Fri, Jan 27, 2017 at 11:00 AM

To: "awesomegma@gmail.com" <awesomegma@gmail.com>

Please see the attached to verify that Oxarc Inc. has done business with and delivered products to A&D Custom loading at 78578 South Hwy 207 Hermiston OR. Note that although the original mailing address was Walls Road, but from 1999 on we delivered to the HWY 207 address above.

Onward Harold Mattox

Harold Mattox

Branch Manager Oxarc Inc.

509 727 1705 cell

541 567 7377 store

541 567 2265 fax

80492 Hwy 395

Hermiston OR 97838

From: noreplyscan@oxarc.com [mailto:noreplyscan@oxarc.com]**Sent:** Friday, January 27, 2017 8:10 AM**To:** Harold Mattox <HMattox@oxarc.com>**Subject:** Scanned document from HM MFP

OxarcScanDoc2017-01-27-080943.pdf

Company 100 O X A R C

Cust 006473 00

Cylinders Y Loc HM

Name A&D CUSTOM LOADING INC

Name A & D CUSTOM LOADING INC

Address 33896 E WALLS RD

Address PO BOX 26

Addr. 2

Addr. 2

City HERMISTON

City IRRIGON

State OR Zip 97838 6384

State OR Zip 97844 0000

Phone 541-922-1181 Fax Phone

Send Statements Y

Credit D DNS Balance \$.00 Limit 00000 PO

Open Fill Rate: 62.50 Rel Fill Rate: 100.00

- | | |
|--|--|
| 1. Cylinder Balances.....(CY8024) | 2. Invoice Detail.....(AR8014) |
| 3. A/R Invoice Status.....(AR8501) | 4. Payment History/Open Inv....(AR8511) |
| 5. Sales Trends by Items.. (CT8501) | 6. Special Item Prices..... (IM8021) |
| 7. Customer P.O.....(OE9200 I) | 8. On Order/Back Orders.....(OE8021) |
| 9. Customer Messages.....(CM9201) | 10. Service Rep. Comments.....(CS9999) |
| 11. Customer Master.....(CM9051) | 12. Quick Purchase Order.....(PO1018) |
| 13. Invoice Detail optional.(AR8010) | 14. Customer Cylinder Leases....(CY3201) |
| 15. Inventory-Last 12 Mos...(BO8011) | 16. Invoice History Log.....(AR8020) |
| 17. Inq/Reprint Open Orders.(OE1060CL) | 18. Inventory Audit.....(IV8000) |
| 19. Customer Special Pricing(SP9040) | 20. Cylinder Audit Trail.....(CYSELHCL) |
| 21. Cyl Deposit Inquiry/Maint.(CY9250) | 22. Category Gross Profit.....(SA8518) |

Enter option 02

F3=Exit

F8=Days Order

F12=Prev

AR8014 1 LSH
COMPANY 100

CUSTOMER INVOICE INQUIRY

HI
02:00:45 1/27/17

CUSTOMER 6473 00
HOME LOCATION HM

A&D CUSTOM LOADING INC
33896 E WALLS RD
HERMISTON OR 97838

TELEPHONE NUMBER
541-922-1181

SHIP

DATE	INVOICE	DEL	RET	QUANTITY	U/M	ITEM/GAS	CYL	UN PRICE	EXTENSION
2/23/12	CM40179			3.00-	EA	CY75A		55.000	165.00-
2/23/12	CM40179			1.00-	EA	CY40A		31.000	31.00-
2/23/12	CM40179			1.00-	EA	CY385A		100.000	100.00-
2/23/12	CM40179			2.00-	EA	CY83		60.000	120.00-
2/23/12	CM40179			1.00-	EA	CY83I		60.000	60.00-
2/23/12	CM40179			1.00-	EA	CY50#		89.000	89.00-
8/01/11	HMO1390		1			CYL NYK		245.740	
8/01/11	HMO1390		1			CYL 1025Q		51.780	
7/31/11	R070869					Cyl Rental In			18.98
6/30/11	R064819					Cyl Rental In			18.40
5/31/11	R058785					Cyl Rental In			18.98
4/30/11	R052731					Cyl Rental In			18.40

More...

Select Invoice by Moving Cursor to Invoice Number and Press Enter
F3=Exit F6=Pos by Date/Limits F10=Toggle Info F11=Spl Pricing F12=Prv

AR8014 1 LSH
COMPANY 100

CUSTOMER INVOICE INQUIRY

HI
08:00:19 1/27/17

CUSTOMER 6473 00
HOME LOCATION HM

A&D CUSTOM LOADING INC
33896 E WALLS RD
HERMISTON OR 97838

TELEPHONE NUMBER
541-922-1181

SHIP	DATE	INVOICE	DEL	RET	QUANTITY	U/M	ITEM/GAS	CYL	UN PRICE	EXTENSION
	4/15/97	HM42185	1	1			CYL A75		21.500	21.50
	4/15/97	HM42185	1	1			CYL O83		11.900	11.90
	4/15/97	HM42185			1.00	EA	HAZ MAT		2.000	2.00
	4/15/97	HM42185			2.00	EA	82352		10.080	20.16
	4/03/97	HM41898			44.00	LB	1452F05		1.430	62.92
	4/03/97	HM41898			1.00	EA	HAZ MAT		2.000	2.00

Bottom

Select Invoice by Moving Cursor to Invoice Number and Press Enter
Roll up or down past the first or last record in file.

ATTACHMENT H: Historic Imagery (Provided by Applicants)



Google Earth



5/1994



Google Earth

10/2002





Google Earth

8/2005





Google Earth



11/2011



Google Earth



9/2012



Google Earth

feet
meters



7/2013



Google Earth

feet
meters



4/2015



Google Earth

feet
meters



8/2016

ATTACHMENT I: Hold Harmless Agreements (Provided by Applicants)

Hold Harmless Agreement

This "HOLD HARMLES AGREEMENT"(this "agreement") is made effective on February 1,1999 between James & Neila Coffman and Arthur Butts (The Shop, hereinafter) located at 78578 S Hwy 207 Hermiston, Or 97838 and Lopez Trucking (Lopez, hereinafter)of 425 E Wilshire Hermiston, OR 97838.

Lopez desires to use The Shop property located at 78578 S. Hwy 207 Hermiston, OR 97838 for the purpose of Truck Parking, Maintenance, and transloading, using any equipment or tools on sight.

In exchange for making the property available to Lopez for use, Lopez desires to hold harmless the owners of The Shop from any claims and/or litigation arising out of Lopez's us of the property.

In consideration for the mutual covenants contained herein Lopez & the owners of The Shop agree to the following:

TERMS

1. HOLD HARMLESS. Lopez shall fully defend, indemnify, and hold harmless the owners of The Shop from any and all claims, lawsuits, demands causes of action, liability, loss, damage and/or injury, of any kind whatsoever (including without limitation all claims for monetary loss, property damage, equitable relief, personal injury and/or wrongful death), whether brought by an individual or other entity, or imposed by a court of law or by administrative action of any federal , state, or local governmental body or agency, arising out of in any way whatsoever, any acts, omissions, or negligence, or willful misconduct on the part of Lopez, its officers, owners , personnel, employees, contractors, invitees, or volunteers. This indemnification applies to and includes, without limitation, the payment of all penalties, fines, judgments, awards, decrees, attorney fees, and related costs or expenses, and any reimbursements to the owners of The Shop for all legal fees, expenses and costs incurred by it.

2. AUTHORITY TO ENTER AGREEMENT. Each party warrants that the individuals who have signed this agreement have the actual legal power, right, and authority to make this agreement bind each respective Party.

3. AMENDMENT; MODIFICATION. No supplement, modification, or amendment of this Agreement shall be binding unless executed in writing and signed by both Parties.

4. WAIVER. No waiver or any default shall constitute a waiver of any default or breach, whether of the same or other covenant or condition. No waiver, benefit, privilege, or service voluntarily given or performed by a Party shall give the other Party any contractual right by custom, estoppels, or otherwise.

5. ATTORNEYS' FEES AND COSTS. If any legal action or other proceeding is brought in connection with this Agreement, the successful or prevailing Party, if any, shall be entitled to recover reasonable attorneys' fees and other related costs, in addition to any other relief to which that Party is entitled. In the event that it is the subject of dispute, the court or trier of fact who presides over such legal action or proceeding is empowered to determine which Party, if any, is the prevailing party in accordance with this provision.

6. ENTIRE AGREEMENT. This agreement contains the entire agreement between the Parties related to the matters specified herein, and supersedes any prior oral or written statements or agreements between the Parties related to such matters.

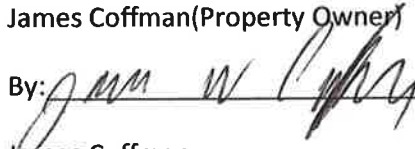
7. ENFORCEABILITY, SEVERABILITY, AND REFORMATION. If any provision of this Agreement shall be held to be invalid, or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Agreement is invalid or unenforceable, but that by limiting, such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited. The intent of the Parties is to provide as broad an indemnification as possible under Oregon law. In the event that any aspect of this Agreement is deemed unenforceable, the court is empowered to modify this Agreement to give the broadest possible interpretation permitted under Oregon law.

8. APPLICABLE LAW. This Agreement shall be governed exclusively by the laws of Oregon, without regard to conflict of law provisions.

9. EXCLUSIVE VENUE AND JURISTICION. Any lawsuit or legal proceeding arising out of or relating to this Agreement in any way whatsoever shall be exclusively brought and litigated in the federal and state courts of Oregon. Each Party expressly consents and submits to this exclusive jurisdiction and exclusive venue. Each Party expressly waives the right to challenge this jurisdiction and/or venue as improper or inconvenient. Each Party consents to the dismissal of any lawsuit that they bring in any other jurisdiction or venue.

10. SIGNATURES. This Agreement shall be signed by James Coffman, Property Owner, and on behalf of Lopez Trucking by Juan Lopez, Owner, and effective as of the date first written above.

James Coffman(Property Owner)

By:  _____

James Coffman

Lopez Trucking

By:  _____

Juan Lopez

Hold Harmless Agreement

This "HOLD HARMLES AGREEMENT"(this "agreement") is made effective on January 23,2000 between James & Neila Coffman and Arthur Butts (The Shop, hereinafter) located at 78578 S Hwy 207 Hermiston, Or 97838 and Lopez Trucking (Lopez, hereinafter)of 425 E Wilshire Hermiston, OR 97838.

Lopez desires to use The Shop property located at 78578 S. Hwy 207 Hermiston, OR 97838 for the purpose of Truck Parking, Maintenance, and transloading, using any equipment or tools on sight.

In exchange for making the property available to Lopez for use, Lopez desires to hold harmless the owners of The Shop from any claims and/or litigation arising out of Lopez's us of the property.

In consideration for the mutual covenants contained herein Lopez & the owners of The Shop agree to the following:

TERMS

1. HOLD HARMLESS. Lopez shall fully defend, indemnify, and hold harmless the owners of The Shop from any and all claims, lawsuits, demands causes of action, liability, loss, damage and/or injury, of any kind whatsoever (including without limitation all claims for monetary loss, property damage, equitable relief, personal injury and/or wrongful death), whether brought by an individual or other entity, or imposed by a court of law or by administrative action of any federal , state, or local governmental body or agency, arising out of in any way whatsoever, any acts, omissions, or negligence, or willful misconduct on the part of Lopez, its officers, owners , personnel, employees, contractors, invitees, or volunteers. This indemnification applies to and includes, without limitation, the payment of all penalties, fines, judgments, awards, decrees, attorney fees, and related costs or expenses, and any reimbursements to the owners of The Shop for all legal fees, expenses and costs incurred by it.

2. AUTHORITY TO ENTER AGREEMENT. Each party warrants that the individuals who have signed this agreement have the actual legal power, right, and authority to make this agreement bind each respective Party.

3. AMENDMENT; MODIFICATION. No supplement, modification, or amendment of this Agreement shall be binding unless executed in writing and signed by both Parties.

4. WAIVER. No waiver or any default shall constitute a waiver of any default or breach, whether of the same or other covenant or condition. No waiver, benefit, privilege, or service voluntarily given or performed by a Party shall give the other Party any contractual right by custom, estoppels, or otherwise.

5. ATTORNEYS' FEES AND COSTS. If any legal action or other proceeding is brought in connection with this Agreement, the successful or prevailing Party, if any, shall be entitled to recover reasonable attorneys' fees and other related costs, in addition to any other relief to which that Party is entitled. In the event that it is the subject of dispute, the court or trier of fact who presides over such legal action or proceeding is empowered to determine which Party, if any, is the prevailing party in accordance with this provision.

6. ENTIRE AGREEMENT. This agreement contains the entire agreement between the Parties related to the matters specified herein, and supersedes any prior oral or written statements or agreements between the Parties related to such matters.

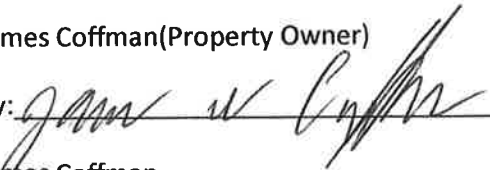
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8. APPLICABLE LAW. This Agreement shall be governed exclusively by the laws of Oregon, without regard to conflict of law provisions.

9. EXCLUSIVE VENUE AND JURISTICION. Any lawsuit or legal proceeding arising out of or relating to this Agreement in any way whatsoever shall be exclusively brought and litigated in the federal and state courts of Oregon. Each Party expressly consents and submits to this exclusive jurisdiction and exclusive venue. Each Party expressly waives the right to challenge this jurisdiction and/or venue as improper or inconvenient. Each Party consents to the dismissal of any lawsuit that they bring in any other jurisdiction or venue.

10. SIGNATURES. This Agreement shall be signed by James Coffman, Property Owner, and on behalf of Lopez Trucking by Juan Lopez, Owner, and effective as of the date first written above.

James Coffman(Property Owner)

By:  _____

James Coffman

Lopez Trucking

By:  _____

Juan Lopez

Hold Harmless Agreement

This "HOLD HARMLES AGREEMENT"(this "agreement") is made effective on February 6,2001 between James & Neila Coffman and Arthur Butts (The Shop, hereinafter) located at 78578 S Hwy 207 Hermiston, Or 97838 and Lopez Trucking (Lopez, hereinafter)of 425 E Wilshire Hermiston, OR 97838.

Lopez desires to use The Shop property located at 78578 S. Hwy 207 Hermiston, OR 97838 for the purpose of Truck Parking, Maintenance, and transloading, using any equipment or tools on sight.

In exchange for making the property available to Lopez for use, Lopez desires to hold harmless the owners of The Shop from any claims and/or litigation arising out of Lopez's us of the property.

In consideration for the mutual covenants contained herein Lopez & the owners of The Shop agree to the following:

TERMS

1. HOLD HARMLESS. Lopez shall fully defend, indemnify, and hold harmless the owners of The Shop from any and all claims, lawsuits, demands causes of action, liability, loss, damage and/or injury, of any kind whatsoever (including without limitation all claims for monetary loss, property damage, equitable relief, personal injury and/or wrongful death), whether brought by an individual or other entity, or imposed by a court of law or by administrative action of any federal , state, or local governmental body or agency, arising out of in any way whatsoever, any acts, omissions, or negligence, or willful misconduct on the part of Lopez, its officers, owners , personnel, employees, contractors, invitees, or volunteers. This indemnification applies to and includes, without limitation, the payment of all penalties, fines, judgments, awards, decrees, attorney fees, and related costs or expenses, and any reimbursements to the owners of The Shop for all legal fees, expenses and costs incurred by it.

2. AUTHORITY TO ENTER AGREEMENT. Each party warrants that the individuals who have signed this agreement have the actual legal power, right, and authority to make this agreement bind each respective Party.

3. AMENDMENT; MODIFICATION. No supplement, modification, or amendment of this Agreement shall be binding unless executed in writing and signed by both Parties.

4. WAIVER. No waiver or any default shall constitute a waiver of any default or breach, whether of the same or other covenant or condition. No waiver, benefit, privilege, or service voluntarily given or performed by a Party shall give the other Party any contractual right by custom, estoppels, or otherwise.

5. ATTORNEYS' FEES AND COSTS. If any legal action or other proceeding is brought in connection with this Agreement, the successful or prevailing Party, if any, shall be entitled to recover reasonable attorneys' fees and other related costs, in addition to any other relief to which that Party is entitled. In the event that it is the subject of dispute, the court or trier of fact who presides over such legal action or proceeding is empowered to determine which Party, if any, is the prevailing party in accordance with this provision.

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8. APPLICABLE LAW. This Agreement shall be governed exclusively by the laws of Oregon, without regard to conflict of law provisions.

9. EXCLUSIVE VENUE AND JURISTICION. Any lawsuit or legal proceeding arising out of or relating to this Agreement in any way whatsoever shall be exclusively brought and litigated in the federal and state courts of Oregon. Each Party expressly consents and submits to this exclusive jurisdiction and exclusive venue. Each Party expressly waives the right to challenge this jurisdiction and/or venue as improper or inconvenient. Each Party consents to the dismissal of any lawsuit that they bring in any other jurisdiction or venue.

10. SIGNATURES. This Agreement shall be signed by James Coffman, Property Owner, and on behalf of Lopez Trucking by Juan Lopez, Owner, and effective as of the date first written above.

James Coffman(Property Owner)

By:  _____

James Coffman

Lopez Trucking

By:  _____

Juan Lopez

Hold Harmless Agreement

This "HOLD HARMLES AGREEMENT"(this "agreement") is made effective on February 9,2002 between James & Neila Coffman and Arthur Butts (The Shop, hereinafter) located at 78578 S Hwy 207 Hermiston, Or 97838 and Lopez Trucking (Lopez, hereinafter)of 425 E Wilshire Hermiston, OR 97838.

Lopez desires to use The Shop property located at 78578 S. Hwy 207 Hermiston, OR 97838 for the purpose of Truck Parking, Maintenance, and transloading, using any equipment or tools on sight.

In exchange for making the property available to Lopez for use, Lopez desires to hold harmless the owners of The Shop from any claims and/or litigation arising out of Lopez's use of the property.

In consideration for the mutual covenants contained herein Lopez & the owners of The Shop agree to the following:

TERMS

1. HOLD HARMLESS. Lopez shall fully defend, indemnify, and hold harmless the owners of The Shop from any and all claims, lawsuits, demands causes of action, liability, loss, damage and/or injury, of any kind whatsoever (including without limitation all claims for monetary loss, property damage, equitable relief, personal injury and/or wrongful death), whether brought by an individual or other entity, or imposed by a court of law or by administrative action of any federal , state, or local governmental body or agency, arising out of in any way whatsoever, any acts, omissions, or negligence, or willful misconduct on the part of Lopez, its officers, owners , personnel, employees, contractors, invitees, or volunteers. This indemnification applies to and includes, without limitation, the payment of all penalties, fines, judgments, awards, decrees, attorney fees, and related costs or expenses, and any reimbursements to the owners of The Shop for all legal fees, expenses and costs incurred by it.

2. AUTHORITY TO ENTER AGREEMENT. Each party warrants that the individuals who have signed this agreement have the actual legal power, right, and authority to make this agreement bind each respective Party.

3. AMENDMENT; MODIFICATION. No supplement, modification, or amendment of this Agreement shall be binding unless executed in writing and signed by both Parties.

4. WAIVER. No waiver or any default shall constitute a waiver of any default or breach, whether of the same or other covenant or condition. No waiver, benefit, privilege, or service voluntarily given or performed by a Party shall give the other Party any contractual right by custom, estoppels, or otherwise.

5. ATTORNEYS' FEES AND COSTS. If any legal action or other proceeding is brought in connection with this Agreement, the successful or prevailing Party, if any, shall be entitled to recover reasonable attorneys' fees and other related costs, in addition to any other relief to which that Party is entitled. In the event that it is the subject of dispute, the court or trier of fact who presides over such legal action or proceeding is empowered to determine which Party, if any, is the prevailing party in accordance with this provision.

6. ENTIRE AGREEMENT. This agreement contains the entire agreement between the Parties related to the matters specified herein, and supersedes any prior oral or written statements or agreements between the Parties related to such matters.

7. ENFORCEABILITY, SEVERABILITY, AND REFORMATION. If any provision of this Agreement shall be held to be invalid, or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Agreement is invalid or unenforceable, but that by limiting, such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited. The intent of the Parties is to provide as broad an indemnification as possible under Oregon law. In the event that any aspect of this Agreement is deemed unenforceable, the court is empowered to modify this Agreement to give the broadest possible interpretation permitted under Oregon law.

8. APPLICABLE LAW. This Agreement shall be governed exclusively by the laws of Oregon, without regard to conflict of law provisions.

9. EXCLUSIVE VENUE AND JURISTICION. Any lawsuit or legal proceeding arising out of or relating to this Agreement in any way whatsoever shall be exclusively brought and litigated in the federal and state courts of Oregon. Each Party expressly consents and submits to this exclusive jurisdiction and exclusive venue. Each Party expressly waives the right to challenge this jurisdiction and/or venue as improper or inconvenient. Each Party consents to the dismissal of any lawsuit that they bring in any other jurisdiction or venue.

10. SIGNATURES. This Agreement shall be signed by James Coffman, Property Owner, and on behalf of Lopez Trucking by Juan Lopez, Owner, and effective as of the date first written above.

James Coffman(Property Owner)

By:  _____

James Coffman

Lopez Trucking

By:  _____

Juan Lopez

Hold Harmless Agreement

This "HOLD HARMLES AGREEMENT"(this "agreement") is made effective on February 12,2003 between James & Neila Coffman and Arthur Butts (The Shop, hereinafter) located at 78578 S Hwy 207 Hermiston, Or 97838 and Lopez Trucking (Lopez, hereinafter)of 80241 Patriot Lane Hermiston, OR 97838.

Lopez desires to use The Shop property located at 78578 S. Hwy 207 Hermiston, OR 97838 for the purpose of Truck Parking, Maintenance, and transloading, using any equipment or tools on sight.

In exchange for making the property available to Lopez for use, Lopez desires to hold harmless the owners of The Shop from any claims and/or litigation arising out of Lopez's us of the property.

In consideration for the mutual covenants contained herein Lopez & the owners of The Shop agree to the following:

TERMS

1. HOLD HARMLESS. Lopez shall fully defend, indemnify, and hold harmless the owners of The Shop from any and all claims, lawsuits, demands causes of action, liability, loss, damage and/or injury, of any kind whatsoever (including without limitation all claims for monetary loss, property damage, equitable relief, personal injury and/or wrongful death), whether brought by an individual or other entity, or imposed by a court of law or by administrative action of any federal , state, or local governmental body or agency, arising out of in any way whatsoever, any acts, omissions, or negligence, or willful misconduct on the part of Lopez, its officers, owners , personnel, employees, contractors, invitees, or volunteers. This indemnification applies to and includes, without limitation, the payment of all penalties, fines, judgments, awards, decrees, attorney fees, and related costs or expenses, and any reimbursements to the owners of The Shop for all legal fees, expenses and costs incurred by it.

2. AUTHORITY TO ENTER AGREEMENT. Each party warrants that the individuals who have signed this agreement have the actual legal power, right, and authority to make this agreement bind each respective Party.

3. AMENDMENT; MODIFICATION. No supplement, modification, or amendment of this Agreement shall be binding unless executed in writing and signed by both Parties.

4. WAIVER. No waiver or any default shall constitute a waiver of any default or breach, whether of the same or other covenant or condition. No waiver, benefit, privilege, or service voluntarily given or performed by a Party shall give the other Party any contractual right by custom, estoppels, or otherwise.

5. ATTORNEYS' FEES AND COSTS. If any legal action or other proceeding is brought in connection with this Agreement, the successful or prevailing Party, if any, shall be entitled to recover reasonable attorneys' fees and other related costs, in addition to any other relief to which that Party is entitled. In the event that it is the subject of dispute, the court or trier of fact who presides over such legal action or proceeding is empowered to determine which Party, if any, is the prevailing party in accordance with this provision.

6. ENTIRE AGREEMENT. This agreement contains the entire agreement between the Parties related to the matters specified herein, and supersedes any prior oral or written statements or agreements between the Parties related to such matters.

7. ENFORCEABILITY, SEVERABILITY, AND REFORMATION. If any provision of this Agreement shall be held to be invalid, or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Agreement is invalid or unenforceable, but that by limiting, such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited. The intent of the Parties is to provide as broad an indemnification as possible under Oregon law. In the event that any aspect of this Agreement is deemed unenforceable, the court is empowered to modify this Agreement to give the broadest possible interpretation permitted under Oregon law.

8. APPLICABLE LAW. This Agreement shall be governed exclusively by the laws of Oregon, without regard to conflict of law provisions.

9. EXCLUSIVE VENUE AND JURISTICION. Any lawsuit or legal proceeding arising out of or relating to this Agreement in any way whatsoever shall be exclusively brought and litigated in the federal and state courts of Oregon. Each Party expressly consents and submits to this exclusive jurisdiction and exclusive venue. Each Party expressly waives the right to challenge this jurisdiction and/or venue as improper or inconvenient. Each Party consents to the dismissal of any lawsuit that they bring in any other jurisdiction or venue.

10. SIGNATURES. This Agreement shall be signed by James Coffman, Property Owner, and on behalf of Lopez Trucking by Juan Lopez, Owner, and effective as of the date first written above.

James Coffman(Property Owner)

By: _____

James Coffman

Lopez Trucking

By: _____

Juan Lopez

Hold Harmless Agreement

This "HOLD HARMLES AGREEMENT"(this "agreement") is made effective on February 3, 2004 between James & Neila Coffman and Arthur Butts (The Shop, hereinafter) located at 78578 S Hwy 207 Hermiston, Or 97838 and Lopez Trucking (Lopez, hereinafter)of 80241 Patriot Lane Hermiston, OR 97838.

Lopez desires to use The Shop property located at 78578 S. Hwy 207 Hermiston, OR 97838 for the purpose of Truck Parking, Maintenance, and transloading, using any equipment or tools on sight.

In exchange for making the property available to Lopez for use, Lopez desires to hold harmless the owners of The Shop from any claims and/or litigation arising out of Lopez's use of the property.

In consideration for the mutual covenants contained herein Lopez & the owners of The Shop agree to the following:

TERMS

1. HOLD HARMLESS. Lopez shall fully defend, indemnify, and hold harmless the owners of The Shop from any and all claims, lawsuits, demands causes of action, liability, loss, damage and/or injury, of any kind whatsoever (including without limitation all claims for monetary loss, property damage, equitable relief, personal injury and/or wrongful death), whether brought by an individual or other entity, or imposed by a court of law or by administrative action of any federal, state, or local governmental body or agency, arising out of in any way whatsoever, any acts, omissions, or negligence, or willful misconduct on the part of Lopez, its officers, owners, personnel, employees, contractors, invitees, or volunteers. This indemnification applies to and includes, without limitation, the payment of all penalties, fines, judgments, awards, decrees, attorney fees, and related costs or expenses, and any reimbursements to the owners of The Shop for all legal fees, expenses and costs incurred by it.

2. AUTHORITY TO ENTER AGREEMENT. Each party warrants that the individuals who have signed this agreement have the actual legal power, right, and authority to make this agreement bind each respective Party.

3. AMENDMENT; MODIFICATION. No supplement, modification, or amendment of this Agreement shall be binding unless executed in writing and signed by both Parties.

4. WAIVER. No waiver or any default shall constitute a waiver of any default or breach, whether of the same or other covenant or condition. No waiver, benefit, privilege, or service voluntarily given or performed by a Party shall give the other Party any contractual right by custom, estoppels, or otherwise.

5. ATTORNEYS' FEES AND COSTS. If any legal action or other proceeding is brought in connection with this Agreement, the successful or prevailing Party, if any, shall be entitled to recover reasonable attorneys' fees and other related costs, in addition to any other relief to which that Party is entitled. In the event that it is the subject of dispute, the court or trier of fact who presides over such legal action or proceeding is empowered to determine which Party, if any, is the prevailing party in accordance with this provision.

6. ENTIRE AGREEMENT. This agreement contains the entire agreement between the Parties related to the matters specified herein, and supersedes any prior oral or written statements or agreements between the Parties related to such matters.

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10. SIGNATURES. This Agreement shall be signed by James Coffman, Property Owner, and on behalf of Lopez Trucking by Juan Lopez, Owner, and effective as of the date first written above.

James Coffman(Property Owner)

By: _____

James Coffman

Lopez Trucking

By: _____

Juan Lopez

Hold Harmless Agreement

This "HOLD HARMLES AGREEMENT"(this "agreement") is made effective on February 10, 2005 between James & Neila Coffman and Arthur Butts (The Shop, hereinafter) located at 78578 S Hwy 207 Hermiston, Or 97838 and Lopez Trucking (Lopez, hereinafter)of 80241 Patriot Lane Hermiston, OR 97838.

Lopez desires to use The Shop property located at 78578 S. Hwy 207 Hermiston, OR 97838 for the purpose of Truck Parking, Maintenance, and transloading, using any equipment or tools on sight.

In exchange for making the property available to Lopez for use, Lopez desires to hold harmless the owners of The Shop from any claims and/or litigation arising out of Lopez's use of the property.

In consideration for the mutual covenants contained herein Lopez & the owners of The Shop agree to the following:

TERMS

1. HOLD HARMLESS. Lopez shall fully defend, indemnify, and hold harmless the owners of The Shop from any and all claims, lawsuits, demands causes of action, liability, loss, damage and/or injury, of any kind whatsoever (including without limitation all claims for monetary loss, property damage, equitable relief, personal injury and/or wrongful death), whether brought by an individual or other entity, or imposed by a court of law or by administrative action of any federal, state, or local governmental body or agency, arising out of in any way whatsoever, any acts, omissions, or negligence, or willful misconduct on the part of Lopez, its officers, owners, personnel, employees, contractors, invitees, or volunteers. This indemnification applies to and includes, without limitation, the payment of all penalties, fines, judgments, awards, decrees, attorney fees, and related costs or expenses, and any reimbursements to the owners of The Shop for all legal fees, expenses and costs incurred by it.

2. AUTHORITY TO ENTER AGREEMENT. Each party warrants that the individuals who have signed this agreement have the actual legal power, right, and authority to make this agreement bind each respective Party.

3. AMENDMENT; MODIFICATION. No supplement, modification, or amendment of this Agreement shall be binding unless executed in writing and signed by both Parties.

4. WAIVER. No waiver or any default shall constitute a waiver of any default or breach, whether of the same or other covenant or condition. No waiver, benefit, privilege, or service voluntarily given or performed by a Party shall give the other Party any contractual right by custom, estoppels, or otherwise.

5. ATTORNEYS' FEES AND COSTS. If any legal action or other proceeding is brought in connection with this Agreement, the successful or prevailing Party, if any, shall be entitled to recover reasonable attorneys' fees and other related costs, in addition to any other relief to which that Party is entitled. In the event that it is the subject of dispute, the court or trier of fact who presides over such legal action or proceeding is empowered to determine which Party, if any, is the prevailing party in accordance with this provision.

6. ENTIRE AGREEMENT. This agreement contains the entire agreement between the Parties related to the matters specified herein, and supersedes any prior oral or written statements or agreements between the Parties related to such matters.

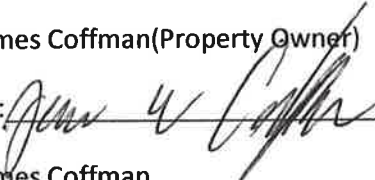
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10. SIGNATURES. This Agreement shall be signed by James Coffman, Property Owner, and on behalf of Lopez Trucking by Juan Lopez, Owner, and effective as of the date first written above.

James Coffman(Property Owner)

By:  _____

James Coffman

Lopez Trucking

By:  _____

Juan Lopez

Hold Harmless Agreement

This "HOLD HARMLES AGREEMENT"(this "agreement") is made effective on February 6, 2006 between James & Neila Coffman and Arthur Butts (The Shop, hereinafter) located at 78578 S Hwy 207 Hermiston, Or 97838 and Lopez Trucking (Lopez, hereinafter)of 80241 Patriot Lane Hermiston, OR 97838.

Lopez desires to use The Shop property located at 78578 S. Hwy 207 Hermiston, OR 97838 for the purpose of Truck Parking, Maintenance, and transloading, using any equipment or tools on sight.

In exchange for making the property available to Lopez for use, Lopez desires to hold harmless the owners of The Shop from any claims and/or litigation arising out of Lopez's use of the property.

In consideration for the mutual covenants contained herein Lopez & the owners of The Shop agree to the following:

TERMS

1. HOLD HARMLESS. Lopez shall fully defend, indemnify, and hold harmless the owners of The Shop from any and all claims, lawsuits, demands causes of action, liability, loss, damage and/or injury, of any kind whatsoever (including without limitation all claims for monetary loss, property damage, equitable relief, personal injury and/or wrongful death), whether brought by an individual or other entity, or imposed by a court of law or by administrative action of any federal, state, or local governmental body or agency, arising out of in any way whatsoever, any acts, omissions, or negligence, or willful misconduct on the part of Lopez, its officers, owners, personnel, employees, contractors, invitees, or volunteers. This indemnification applies to and includes, without limitation, the payment of all penalties, fines, judgments, awards, decrees, attorney fees, and related costs or expenses, and any reimbursements to the owners of The Shop for all legal fees, expenses and costs incurred by it.

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5. ATTORNEYS' FEES AND COSTS. If any legal action or other proceeding is brought in connection with this Agreement, the successful or prevailing Party, if any, shall be entitled to recover reasonable attorneys' fees and other related costs, in addition to any other relief to which that Party is entitled. In the event that it is the subject of dispute, the court or trier of fact who presides over such legal action or proceeding is empowered to determine which Party, if any, is the prevailing party in accordance with this provision.

6. ENTIRE AGREEMENT. This agreement contains the entire agreement between the Parties related to the matters specified herein, and supersedes any prior oral or written statements or agreements between the Parties related to such matters.

7. ENFORCEABILITY, SEVERABILITY, AND REFORMATION. If any provision of this Agreement shall be held to be invalid, or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Agreement is invalid or unenforceable, but that by limiting, such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited. The intent of the Parties is to provide as broad an indemnification as possible under Oregon law. In the event that any aspect of this Agreement is deemed unenforceable, the court is empowered to modify this Agreement to give the broadest possible interpretation permitted under Oregon law.

8. APPLICABLE LAW. This Agreement shall be governed exclusively by the laws of Oregon, without regard to conflict of law provisions.

9. EXCLUSIVE VENUE AND JURISTICION. Any lawsuit or legal proceeding arising out of or relating to this Agreement in any way whatsoever shall be exclusively brought and litigated in the federal and state courts of Oregon. Each Party expressly consents and submits to this exclusive jurisdiction and exclusive venue. Each Party expressly waives the right to challenge this jurisdiction and/or venue as improper or inconvenient. Each Party consents to the dismissal of any lawsuit that they bring in any other jurisdiction or venue.

10. SIGNATURES. This Agreement shall be signed by James Coffman, Property Owner, and on behalf of Lopez Trucking by Juan Lopez, Owner, and effective as of the date first written above.

James Coffman(Property Owner)

By:  _____
James Coffman

Lopez Trucking

By:  _____
Juan Lopez

Hold Harmless Agreement

This "HOLD HARMLES AGREEMENT"(this "agreement") is made effective on February 13, 2007 between James & Neila Coffman and Arthur Butts (The Shop, hereinafter) located at 78578 S Hwy 207 Hermiston, Or 97838 and Lopez Trucking (Lopez, hereinafter)of 80241 Patriot Lane Hermiston, OR 97838.

Lopez desires to use The Shop property located at 78578 S. Hwy 207 Hermiston, OR 97838 for the purpose of Truck Parking, Maintenance, and transloading, using any equipment or tools on sight.

In exchange for making the property available to Lopez for use, Lopez desires to hold harmless the owners of The Shop from any claims and/or litigation arising out of Lopez's us of the property.

In consideration for the mutual covenants contained herein Lopez & the owners of The Shop agree to the following:

TERMS

1. HOLD HARMLESS. Lopez shall fully defend, indemnify, and hold harmless the owners of The Shop from any and all claims, lawsuits, demands causes of action, liability, loss, damage and/or injury, of any kind whatsoever (including without limitation all claims for monetary loss, property damage, equitable relief, personal injury and/or wrongful death), whether brought by an individual or other entity, or imposed by a court of law or by administrative action of any federal , state, or local governmental body or agency, arising out of in any way whatsoever, any acts, omissions, or negligence, or willful misconduct on the part of Lopez, its officers, owners , personnel, employees, contractors, invitees, or volunteers. This indemnification applies to and includes, without limitation, the payment of all penalties, fines, judgments, awards, decrees, attorney fees, and related costs or expenses, and any reimbursements to the owners of The Shop for all legal fees, expenses and costs incurred by it.

2. AUTHORITY TO ENTER AGREEMENT. Each party warrants that the individuals who have signed this agreement have the actual legal power, right, and authority to make this agreement bind each respective Party.

3. AMENDMENT; MODIFICATION. No supplement, modification, or amendment of this Agreement shall be binding unless executed in writing and signed by both Parties.

4. WAIVER. No waiver or any default shall constitute a waiver of any default or breach, whether of the same or other covenant or condition. No waiver, benefit, privilege, or service voluntarily given or performed by a Party shall give the other Party any contractual right by custom, estoppels, or otherwise.

5. ATTORNEYS' FEES AND COSTS. If any legal action or other proceeding is brought in connection with this Agreement, the successful or prevailing Party, if any, shall be entitled to recover reasonable attorneys' fees and other related costs, in addition to any other relief to which that Party is entitled. In the event that it is the subject of dispute, the court or trier of fact who presides over such legal action or proceeding is empowered to determine which Party, if any, is the prevailing party in accordance with this provision.

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8. APPLICABLE LAW. This Agreement shall be governed exclusively by the laws of Oregon, without regard to conflict of law provisions.

9. EXCLUSIVE VENUE AND JURISTICION. Any lawsuit or legal proceeding arising out of or relating to this Agreement in any way whatsoever shall be exclusively brought and litigated in the federal and state courts of Oregon. Each Party expressly consents and submits to this exclusive jurisdiction and exclusive venue. Each Party expressly waives the right to challenge this jurisdiction and/or venue as improper or inconvenient. Each Party consents to the dismissal of any lawsuit that they bring in any other jurisdiction or venue.

10. SIGNATURES. This Agreement shall be signed by James Coffman, Property Owner, and on behalf of Lopez Trucking by Juan Lopez, Owner, and effective as of the date first written above.

James Coffman(Property Owner)

By: _____

James Coffman

Lopez Trucking

By: _____

Juan Lopez

Hold Harmless Agreement

This "HOLD HARMLES AGREEMENT"(this "agreement") is made effective on February 13, 2008 between James & Neila Coffman and Arthur Butts (The Shop, hereinafter) located at 78578 S Hwy 207 Hermiston, Or 97838 and Lopez Trucking (Lopez, hereinafter)of 80241 Patriot Lane Hermiston, OR 97838.

Lopez desires to use The Shop property located at 78578 S. Hwy 207 Hermiston, OR 97838 for the purpose of Truck Parking, Maintenance, and transloading, using any equipment or tools on sight.

In exchange for making the property available to Lopez for use, Lopez desires to hold harmless the owners of The Shop from any claims and/or litigation arising out of Lopez's use of the property.

In consideration for the mutual covenants contained herein Lopez & the owners of The Shop agree to the following:

TERMS

1. HOLD HARMLESS. Lopez shall fully defend, indemnify, and hold harmless the owners of The Shop from any and all claims, lawsuits, demands causes of action, liability, loss, damage and/or injury, of any kind whatsoever (including without limitation all claims for monetary loss, property damage, equitable relief, personal injury and/or wrongful death), whether brought by an individual or other entity, or imposed by a court of law or by administrative action of any federal, state, or local governmental body or agency, arising out of in any way whatsoever, any acts, omissions, or negligence, or willful misconduct on the part of Lopez, its officers, owners, personnel, employees, contractors, invitees, or volunteers. This indemnification applies to and includes, without limitation, the payment of all penalties, fines, judgments, awards, decrees, attorney fees, and related costs or expenses, and any reimbursements to the owners of The Shop for all legal fees, expenses and costs incurred by it.

2. AUTHORITY TO ENTER AGREEMENT. Each party warrants that the individuals who have signed this agreement have the actual legal power, right, and authority to make this agreement bind each respective Party.

3. AMENDMENT; MODIFICATION. No supplement, modification, or amendment of this Agreement shall be binding unless executed in writing and signed by both Parties.

4. WAIVER. No waiver or any default shall constitute a waiver of any default or breach, whether of the same or other covenant or condition. No waiver, benefit, privilege, or service voluntarily given or performed by a Party shall give the other Party any contractual right by custom, estoppels, or otherwise.

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10. SIGNATURES. This Agreement shall be signed by James Coffman, Property Owner, and on behalf of Lopez Trucking by Juan Lopez, Owner, and effective as of the date first written above.

James Coffman(Property Owner)

By: _____

James Coffman

Lopez Trucking

By: _____

Juan Lopez

Hold Harmless Agreement

This "HOLD HARMLES AGREEMENT"(this "agreement") is made effective on February 2, 2009 between James & Neila Coffman and Arthur Butts (The Shop, hereinafter) located at 78578 S Hwy 207 Hermiston, Or 97838 and Lopez Trucking (Lopez, hereinafter)of 80241 Patriot Lane Hermiston, OR 97838.

Lopez desires to use The Shop property located at 78578 S. Hwy 207 Hermiston, OR 97838 for the purpose of Truck Parking, Maintenance, and transloading, using any equipment or tools on sight.

In exchange for making the property available to Lopez for use, Lopez desires to hold harmless the owners of The Shop from any claims and/or litigation arising out of Lopez's us of the property.

In consideration for the mutual covenants contained herein Lopez & the owners of The Shop agree to the following:

TERMS

1. HOLD HARMLESS. Lopez shall fully defend, indemnify, and hold harmless the owners of The Shop from any and all claims, lawsuits, demands causes of action, liability, loss, damage and/or injury, of any kind whatsoever (including without limitation all claims for monetary loss, property damage, equitable relief, personal injury and/or wrongful death), whether brought by an individual or other entity, or imposed by a court of law or by administrative action of any federal , state, or local governmental body or agency, arising out of in any way whatsoever, any acts, omissions, or negligence, or willful misconduct on the part of Lopez, its officers, owners , personnel, employees, contractors, invitees, or volunteers. This indemnification applies to and includes, without limitation, the payment of all penalties, fines, judgments, awards, decrees, attorney fees, and related costs or expenses, and any reimbursements to the owners of The Shop for all legal fees, expenses and costs incurred by it.

2. AUTHORITY TO ENTER AGREEMENT. Each party warrants that the individuals who have signed this agreement have the actual legal power, right, and authority to make this agreement bind each respective Party.

3. AMENDMENT; MODIFICATION. No supplement, modification, or amendment of this Agreement shall be binding unless executed in writing and signed by both Parties.

4. WAIVER. No waiver or any default shall constitute a waiver of any default or breach, whether of the same or other covenant or condition. No waiver, benefit, privilege, or service voluntarily given or performed by a Party shall give the other Party any contractual right by custom, estoppels, or otherwise.

5. ATTORNEYS' FEES AND COSTS. If any legal action or other proceeding is brought in connection with this Agreement, the successful or prevailing Party, if any, shall be entitled to recover reasonable attorneys' fees and other related costs, in addition to any other relief to which that Party is entitled. In the event that it is the subject of dispute, the court or trier of fact who presides over such legal action or proceeding is empowered to determine which Party, if any, is the prevailing party in accordance with this provision.

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10. SIGNATURES. This Agreement shall be signed by James Coffman, Property Owner, and on behalf of Lopez Trucking by Juan Lopez, Owner, and effective as of the date first written above.

James Coffman(Property Owner)

By:  _____

James Coffman

Lopez Trucking

By:  _____

Juan Lopez

Hold Harmless Agreement

This "HOLD HARMLES AGREEMENT"(this "agreement") is made effective on February 3, 2010 between James & Neila Coffman and Arthur Butts (The Shop, hereinafter) located at 78578 S Hwy 207 Hermiston, Or 97838 and Lopez Trucking (Lopez, hereinafter)of 80241 Patriot Lane Hermiston, OR 97838.

Lopez desires to use The Shop property located at 78578 S. Hwy 207 Hermiston, OR 97838 for the purpose of Truck Parking, Maintenance, and transloading, using any equipment or tools on sight.

In exchange for making the property available to Lopez for use, Lopez desires to hold harmless the owners of The Shop from any claims and/or litigation arising out of Lopez's us of the property.

In consideration for the mutual covenants contained herein Lopez & the owners of The Shop agree to the following:

TERMS

1. **HOLD HARMLESS.** Lopez shall fully defend, indemnify, and hold harmless the owners of The Shop from any and all claims, lawsuits, demands causes of action, liability, loss, damage and/or injury, of any kind whatsoever (including without limitation all claims for monetary loss, property damage, equitable relief, personal injury and/or wrongful death), whether brought by an individual or other entity, or imposed by a court of law or by administrative action of any federal , state, or local governmental body or agency, arising out of in any way whatsoever, any acts, omissions, or negligence, or willful misconduct on the part of Lopez, its officers, owners , personnel, employees, contractors, invitees, or volunteers. This indemnification applies to and includes, without limitation, the payment of all penalties, fines, judgments, awards, decrees, attorney fees, and related costs or expenses, and any reimbursements to the owners of The Shop for all legal fees, expenses and costs incurred by it.

2. **AUTHORITY TO ENTER AGREEMENT.** Each party warrants that the individuals who have signed this agreement have the actual legal power, right, and authority to make this agreement bind each respective Party.

3. **AMENDMENT; MODIFICATION.** No supplement, modification, or amendment of this Agreement shall be binding unless executed in writing and signed by both Parties.

4. **WAIVER.** No waiver or any default shall constitute a waiver of any default or breach, whether of the same or other covenant or condition. No waiver, benefit, privilege, or service voluntarily given or performed by a Party shall give the other Party any contractual right by custom, estoppels, or otherwise.

5. ATTORNEYS' FEES AND COSTS. If any legal action or other proceeding is brought in connection with this Agreement, the successful or prevailing Party, if any, shall be entitled to recover reasonable attorneys' fees and other related costs, in addition to any other relief to which that Party is entitled. In the event that it is the subject of dispute, the court or trier of fact who presides over such legal action or proceeding is empowered to determine which Party, if any, is the prevailing party in accordance with this provision.

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10. SIGNATURES. This Agreement shall be signed by James Coffman, Property Owner, and on behalf of Lopez Trucking by Juan Lopez, Owner, and effective as of the date first written above.

James Coffman(Property Owner)

By: _____

James Coffman

Lopez Trucking

By: _____

Juan Lopez

Hold Harmless Agreement

This "HOLD HARMLES AGREEMENT"(this "agreement") is made effective on February 1, 2011 between James & Neila Coffman and Arthur Butts (The Shop, hereinafter) located at 78578 S Hwy 207 Hermiston, Or 97838 and Lopez Trucking (Lopez, hereinafter)of 80241 Patriot Lane Hermiston, OR 97838.

Lopez desires to use The Shop property located at 78578 S. Hwy 207 Hermiston, OR 97838 for the purpose of Truck Parking, Maintenance, and transloading, using any equipment or tools on sight.

In exchange for making the property available to Lopez for use, Lopez desires to hold harmless the owners of The Shop from any claims and/or litigation arising out of Lopez's us of the property.

In consideration for the mutual covenants contained herein Lopez & the owners of The Shop agree to the following:

TERMS

1. HOLD HARMLESS. Lopez shall fully defend, indemnify, and hold harmless the owners of The Shop from any and all claims, lawsuits, demands causes of action, liability, loss, damage and/or injury, of any kind whatsoever (including without limitation all claims for monetary loss, property damage, equitable relief, personal injury and/or wrongful death), whether brought by an individual or other entity, or imposed by a court of law or by administrative action of any federal , state, or local governmental body or agency, arising out of in any way whatsoever, any acts, omissions, or negligence, or willful misconduct on the part of Lopez, its officers, owners , personnel, employees, contractors, invitees, or volunteers. This indemnification applies to and includes, without limitation, the payment of all penalties, fines, judgments, awards, decrees, attorney fees, and related costs or expenses, and any reimbursements to the owners of The Shop for all legal fees, expenses and costs incurred by it.

2. AUTHORITY TO ENTER AGREEMENT. Each party warrants that the individuals who have signed this agreement have the actual legal power, right, and authority to make this agreement bind each respective Party.

3. AMENDMENT; MODIFICATION. No supplement, modification, or amendment of this Agreement shall be binding unless executed in writing and signed by both Parties.

4. WAIVER. No waiver or any default shall constitute a waiver of any default or breach, whether of the same or other covenant or condition. No waiver, benefit, privilege, or service voluntarily given or performed by a Party shall give the other Party any contractual right by custom, estoppels, or otherwise.

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10. SIGNATURES. This Agreement shall be signed by James Coffman, Property Owner, and on behalf of Lopez Trucking by Juan Lopez, Owner, and effective as of the date first written above.

James Coffman(Property Owner)

By:  _____

James Coffman

Lopez Trucking

By:  _____

Juan Lopez

Hold Harmless Agreement

This "HOLD HARMLES AGREEMENT"(this "agreement") is made effective on February 15, 2012 between James & Neila Coffman and Arthur Butts (The Shop, hereinafter) located at 78578 S Hwy 207 Hermiston, Or 97838 and Lopez Trucking (Lopez, hereinafter)of 80241 Patriot Lane Hermiston, OR 97838.

Lopez desires to use The Shop property located at 78578 S. Hwy 207 Hermiston, OR 97838 for the purpose of Truck Parking, Maintenance, and transloading, using any equipment or tools on sight.

In exchange for making the property available to Lopez for use, Lopez desires to hold harmless the owners of The Shop from any claims and/or litigation arising out of Lopez's use of the property.

In consideration for the mutual covenants contained herein Lopez & the owners of The Shop agree to the following:

TERMS

1. HOLD HARMLESS. Lopez shall fully defend, indemnify, and hold harmless the owners of The Shop from any and all claims, lawsuits, demands causes of action, liability, loss, damage and/or injury, of any kind whatsoever (including without limitation all claims for monetary loss, property damage, equitable relief, personal injury and/or wrongful death), whether brought by an individual or other entity, or imposed by a court of law or by administrative action of any federal , state, or local governmental body or agency, arising out of in any way whatsoever, any acts, omissions, or negligence, or willful misconduct on the part of Lopez, its officers, owners , personnel, employees, contractors, invitees, or volunteers. This indemnification applies to and includes, without limitation, the payment of all penalties, fines, judgments, awards, decrees, attorney fees, and related costs or expenses, and any reimbursements to the owners of The Shop for all legal fees, expenses and costs incurred by it.

2. AUTHORITY TO ENTER AGREEMENT. Each party warrants that the individuals who have signed this agreement have the actual legal power, right, and authority to make this agreement bind each respective Party.

3. AMENDMENT; MODIFICATION. No supplement, modification, or amendment of this Agreement shall be binding unless executed in writing and signed by both Parties.

4. WAIVER. No waiver or any default shall constitute a waiver of any default or breach, whether of the same or other covenant or condition. No waiver, benefit, privilege, or service voluntarily given or performed by a Party shall give the other Party any contractual right by custom, estoppels, or otherwise.

5. ATTORNEYS' FEES AND COSTS. If any legal action or other proceeding is brought in connection with this Agreement, the successful or prevailing Party, if any, shall be entitled to recover reasonable attorneys' fees and other related costs, in addition to any other relief to which that Party is entitled. In the event that it is the subject of dispute, the court or trier of fact who presides over such legal action or proceeding is empowered to determine which Party, if any, is the prevailing party in accordance with this provision.

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10. SIGNATURES. This Agreement shall be signed by James Coffman, Property Owner, and on behalf of Lopez Trucking by Juan Lopez, Owner, and effective as of the date first written above.

James Coffman(Property Owner)

By:  _____

James Coffman

Lopez Trucking

By:  _____

Juan Lopez

Hold Harmless Agreement

This "HOLD HARMLES AGREEMENT"(this "agreement") is made effective on February 3, 2013 between James & Neila Coffman and Arthur Butts (The Shop, hereinafter) located at 78578 S Hwy 207 Hermiston, Or 97838 and Lopez Trucking (Lopez, hereinafter)of 80241 Patriot Lane Hermiston, OR 97838.

Lopez desires to use The Shop property located at 78578 S. Hwy 207 Hermiston, OR 97838 for the purpose of Truck Parking, Maintenance, and transloading, using any equipment or tools on sight.

In exchange for making the property available to Lopez for use, Lopez desires to hold harmless the owners of The Shop from any claims and/or litigation arising out of Lopez's use of the property.

In consideration for the mutual covenants contained herein Lopez & the owners of The Shop agree to the following:

TERMS

1. HOLD HARMLESS. Lopez shall fully defend, indemnify, and hold harmless the owners of The Shop from any and all claims, lawsuits, demands causes of action, liability, loss, damage and/or injury, of any kind whatsoever (including without limitation all claims for monetary loss, property damage, equitable relief, personal injury and/or wrongful death), whether brought by an individual or other entity, or imposed by a court of law or by administrative action of any federal , state, or local governmental body or agency, arising out of in any way whatsoever, any acts, omissions, or negligence, or willful misconduct on the part of Lopez, its officers, owners , personnel, employees, contractors, invitees, or volunteers. This indemnification applies to and includes, without limitation, the payment of all penalties, fines, judgments, awards, decrees, attorney fees, and related costs or expenses, and any reimbursements to the owners of The Shop for all legal fees, expenses and costs incurred by it.

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4. WAIVER. No waiver or any default shall constitute a waiver of any default or breach, whether of the same or other covenant or condition. No waiver, benefit, privilege, or service voluntarily given or performed by a Party shall give the other Party any contractual right by custom, estoppels, or otherwise.

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10. SIGNATURES. This Agreement shall be signed by James Coffman, Property Owner, and on behalf of Lopez Trucking by Juan Lopez, Owner, and effective as of the date first written above.

James Coffman(Property Owner)

By:  _____

James Coffman

Lopez Trucking

By:  _____

Juan Lopez

Hold Harmless Agreement

This "HOLD HARMLES AGREEMENT"(this "agreement") is made effective on January 27, 2014 between James & Neila Coffman and Arthur Butts (The Shop, hereinafter) located at 78578 S Hwy 207 Hermiston, Or 97838 and Lopez Trucking (Lopez, hereinafter)of 80241 Patriot Lane Hermiston, OR 97838.

Lopez desires to use The Shop property located at 78578 S. Hwy 207 Hermiston, OR 97838 for the purpose of Truck Parking, Maintenance, and transloading, using any equipment or tools on sight.

In exchange for making the property available to Lopez for use, Lopez desires to hold harmless the owners of The Shop from any claims and/or litigation arising out of Lopez's use of the property.

In consideration for the mutual covenants contained herein Lopez & the owners of The Shop agree to the following:

TERMS

1. HOLD HARMLESS. Lopez shall fully defend, indemnify, and hold harmless the owners of The Shop from any and all claims, lawsuits, demands causes of action, liability, loss, damage and/or injury, of any kind whatsoever (including without limitation all claims for monetary loss, property damage, equitable relief, personal injury and/or wrongful death), whether brought by an individual or other entity, or imposed by a court of law or by administrative action of any federal, state, or local governmental body or agency, arising out of in any way whatsoever, any acts, omissions, or negligence, or willful misconduct on the part of Lopez, its officers, owners, personnel, employees, contractors, invitees, or volunteers. This indemnification applies to and includes, without limitation, the payment of all penalties, fines, judgments, awards, decrees, attorney fees, and related costs or expenses, and any reimbursements to the owners of The Shop for all legal fees, expenses and costs incurred by it.

2. AUTHORITY TO ENTER AGREEMENT. Each party warrants that the individuals who have signed this agreement have the actual legal power, right, and authority to make this agreement bind each respective Party.

3. AMENDMENT; MODIFICATION. No supplement, modification, or amendment of this Agreement shall be binding unless executed in writing and signed by both Parties.

4. WAIVER. No waiver or any default shall constitute a waiver of any default or breach, whether of the same or other covenant or condition. No waiver, benefit, privilege, or service voluntarily given or performed by a Party shall give the other Party any contractual right by custom, estoppels, or otherwise.

5. ATTORNEYS' FEES AND COSTS. If any legal action or other proceeding is brought in connection with this Agreement, the successful or prevailing Party, if any, shall be entitled to recover reasonable attorneys' fees and other related costs, in addition to any other relief to which that Party is entitled. In the event that it is the subject of dispute, the court or trier of fact who presides over such legal action or proceeding is empowered to determine which Party, if any, is the prevailing party in accordance with this provision.

6. ENTIRE AGREEMENT. This agreement contains the entire agreement between the Parties related to the matters specified herein, and supersedes any prior oral or written statements or agreements between the Parties related to such matters.

7. ENFORCEABILITY, SEVERABILITY, AND REFORMATION. If any provision of this Agreement shall be held to be invalid, or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Agreement is invalid or unenforceable, but that by limiting, such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited. The intent of the Parties is to provide as broad an indemnification as possible under Oregon law. In the event that any aspect of this Agreement is deemed unenforceable, the court is empowered to modify this Agreement to give the broadest possible interpretation permitted under Oregon law.

8. APPLICABLE LAW. This Agreement shall be governed exclusively by the laws of Oregon, without regard to conflict of law provisions.

9. EXCLUSIVE VENUE AND JURISTICION. Any lawsuit or legal proceeding arising out of or relating to this Agreement in any way whatsoever shall be exclusively brought and litigated in the federal and state courts of Oregon. Each Party expressly consents and submits to this exclusive jurisdiction and exclusive venue. Each Party expressly waives the right to challenge this jurisdiction and/or venue as improper or inconvenient. Each Party consents to the dismissal of any lawsuit that they bring in any other jurisdiction or venue.

10. SIGNATURES. This Agreement shall be signed by James Coffman, Property Owner, and on behalf of Lopez Trucking by Juan Lopez, Owner, and effective as of the date first written above.

James Coffman(Property Owner)

By:  _____

James Coffman

Lopez Trucking

By:  _____

Juan Lopez

Hold Harmless Agreement

This "HOLD HARMLES AGREEMENT"(this "agreement") is made effective on February 15, 2015 between James & Neila Coffman and Arthur Butts (The Shop, hereinafter) located at 78578 S Hwy 207 Hermiston, Or 97838 and Lopez Trucking (Lopez, hereinafter)of 80241 Patriot Lane Hermiston, OR 97838.

Lopez desires to use The Shop property located at 78578 S. Hwy 207 Hermiston, OR 97838 for the purpose of Truck Parking, Maintenance, and transloading, using any equipment or tools on sight.

In exchange for making the property available to Lopez for use, Lopez desires to hold harmless the owners of The Shop from any claims and/or litigation arising out of Lopez's use of the property.

In consideration for the mutual covenants contained herein Lopez & the owners of The Shop agree to the following:

TERMS

1. HOLD HARMLESS. Lopez shall fully defend, indemnify, and hold harmless the owners of The Shop from any and all claims, lawsuits, demands causes of action, liability, loss, damage and/or injury, of any kind whatsoever (including without limitation all claims for monetary loss, property damage, equitable relief, personal injury and/or wrongful death), whether brought by an individual or other entity, or imposed by a court of law or by administrative action of any federal , state, or local governmental body or agency, arising out of in any way whatsoever, any acts, omissions, or negligence, or willful misconduct on the part of Lopez, its officers, owners , personnel, employees, contractors, invitees, or volunteers. This indemnification applies to and includes, without limitation, the payment of all penalties, fines, judgments, awards, decrees, attorney fees, and related costs or expenses, and any reimbursements to the owners of The Shop for all legal fees, expenses and costs incurred by it.

2. AUTHORITY TO ENTER AGREEMENT. Each party warrants that the individuals who have signed this agreement have the actual legal power, right, and authority to make this agreement bind each respective Party.

3. AMENDMENT; MODIFICATION. No supplement, modification, or amendment of this Agreement shall be binding unless executed in writing and signed by both Parties.

4. WAIVER. No waiver or any default shall constitute a waiver of any default or breach, whether of the same or other covenant or condition. No waiver, benefit, privilege, or service voluntarily given or performed by a Party shall give the other Party any contractual right by custom, estoppels, or otherwise.

5. ATTORNEYS' FEES AND COSTS. If any legal action or other proceeding is brought in connection with this Agreement, the successful or prevailing Party, if any, shall be entitled to recover reasonable attorneys' fees and other related costs, in addition to any other relief to which that Party is entitled. In the event that it is the subject of dispute, the court or trier of fact who presides over such legal action or proceeding is empowered to determine which Party, if any, is the prevailing party in accordance with this provision.

6. ENTIRE AGREEMENT. This agreement contains the entire agreement between the Parties related to the matters specified herein, and supersedes any prior oral or written statements or agreements between the Parties related to such matters.

7. ENFORCEABILITY, SEVERABILITY, AND REFORMATION. If any provision of this Agreement shall be held to be invalid, or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Agreement is invalid or unenforceable, but that by limiting, such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited. The intent of the Parties is to provide as broad an indemnification as possible under Oregon law. In the event that any aspect of this Agreement is deemed unenforceable, the court is empowered to modify this Agreement to give the broadest possible interpretation permitted under Oregon law.

8. APPLICABLE LAW. This Agreement shall be governed exclusively by the laws of Oregon, without regard to conflict of law provisions.

9. EXCLUSIVE VENUE AND JURISTICION. Any lawsuit or legal proceeding arising out of or relating to this Agreement in any way whatsoever shall be exclusively brought and litigated in the federal and state courts of Oregon. Each Party expressly consents and submits to this exclusive jurisdiction and exclusive venue. Each Party expressly waives the right to challenge this jurisdiction and/or venue as improper or inconvenient. Each Party consents to the dismissal of any lawsuit that they bring in any other jurisdiction or venue.

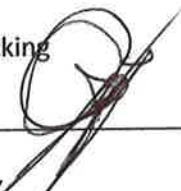
10. SIGNATURES. This Agreement shall be signed by James Coffman, Property Owner, and on behalf of Lopez Trucking by Juan Lopez, Owner, and effective as of the date first written above.

James Coffman(Property Owner)

By:  _____

James Coffman

Lopez Trucking

By:  _____

Juan Lopez

Hold Harmless Agreement

This "HOLD HARMLES AGREEMENT"(this "agreement") is made effective on February 3, 2016 between James & Neila Coffman and Arthur Butts (The Shop, hereinafter) located at 78578 S Hwy 207 Hermiston, Or 97838 and Lopez Trucking (Lopez, hereinafter)of 80241 Patriot Lane Hermiston, OR 97838.

Lopez desires to use The Shop property located at 78578 S. Hwy 207 Hermiston, OR 97838 for the purpose of Truck Parking, Maintenance, and transloading, using any equipment or tools on sight.

In exchange for making the property available to Lopez for use, Lopez desires to hold harmless the owners of The Shop from any claims and/or litigation arising out of Lopez's use of the property.

In consideration for the mutual covenants contained herein Lopez & the owners of The Shop agree to the following:

TERMS

1. HOLD HARMLESS. Lopez shall fully defend, indemnify, and hold harmless the owners of The Shop from any and all claims, lawsuits, demands causes of action, liability, loss, damage and/or injury, of any kind whatsoever (including without limitation all claims for monetary loss, property damage, equitable relief, personal injury and/or wrongful death), whether brought by an individual or other entity, or imposed by a court of law or by administrative action of any federal , state, or local governmental body or agency, arising out of in any way whatsoever, any acts, omissions, or negligence, or willful misconduct on the part of Lopez, its officers, owners , personnel, employees, contractors, invitees, or volunteers. This indemnification applies to and includes, without limitation, the payment of all penalties, fines, judgments, awards, decrees, attorney fees, and related costs or expenses, and any reimbursements to the owners of The Shop for all legal fees, expenses and costs incurred by it.

2. AUTHORITY TO ENTER AGREEMENT. Each party warrants that the individuals who have signed this agreement have the actual legal power, right, and authority to make this agreement bind each respective Party.

3. AMENDMENT; MODIFICATION. No supplement, modification, or amendment of this Agreement shall be binding unless executed in writing and signed by both Parties.

4. WAIVER. No waiver or any default shall constitute a waiver of any default or breach, whether of the same or other covenant or condition. No waiver, benefit, privilege, or service voluntarily given or performed by a Party shall give the other Party any contractual right by custom, estoppels, or otherwise.

5. ATTORNEYS' FEES AND COSTS. If any legal action or other proceeding is brought in connection with this Agreement, the successful or prevailing Party, if any, shall be entitled to recover reasonable attorneys' fees and other related costs, in addition to any other relief to which that Party is entitled. In the event that it is the subject of dispute, the court or trier of fact who presides over such legal action or proceeding is empowered to determine which Party, if any, is the prevailing party in accordance with this provision.

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10. SIGNATURES. This Agreement shall be signed by James Coffman, Property Owner, and on behalf of Lopez Trucking by Juan Lopez, Owner, and effective as of the date first written above.

James Coffman(Property Owner)

By: _____

James Coffman

Lopez Trucking

By: _____

Juan Lopez

Hold Harmless Agreement

This "HOLD HARMLES AGREEMENT"(this "agreement") is made effective on February 1, 2017 between James & Neila Coffman and Arthur Butts (The Shop, hereinafter) located at 78578 S Hwy 207 Hermiston, Or 97838 and Lopez Trucking (Lopez, hereinafter)of 80241 Patriot Lane Hermiston, OR 97838.

Lopez desires to use The Shop property located at 78578 S. Hwy 207 Hermiston, OR 97838 for the purpose of Truck Parking, Maintenance, and transloading, using any equipment or tools on sight.

In exchange for making the property available to Lopez for use, Lopez desires to hold harmless the owners of The Shop from any claims and/or litigation arising out of Lopez's us of the property.

In consideration for the mutual covenants contained herein Lopez & the owners of The Shop agree to the following:

TERMS

1. HOLD HARMLESS. Lopez shall fully defend, indemnify, and hold harmless the owners of The Shop from any and all claims, lawsuits, demands causes of action, liability, loss, damage and/or injury, of any kind whatsoever (including without limitation all claims for monetary loss, property damage, equitable relief, personal injury and/or wrongful death), whether brought by an individual or other entity, or imposed by a court of law or by administrative action of any federal , state, or local governmental body or agency, arising out of in any way whatsoever, any acts, omissions, or negligence, or willful misconduct on the part of Lopez, its officers, owners , personnel, employees, contractors, invitees, or volunteers. This indemnification applies to and includes, without limitation, the payment of all penalties, fines, judgments, awards, decrees, attorney fees, and related costs or expenses, and any reimbursements to the owners of The Shop for all legal fees, expenses and costs incurred by it.

2. AUTHORITY TO ENTER AGREEMENT. Each party warrants that the individuals who have signed this agreement have the actual legal power, right, and authority to make this agreement bind each respective Party.

3. AMENDMENT; MODIFICATION. No supplement, modification, or amendment of this Agreement shall be binding unless executed in writing and signed by both Parties.

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5. ATTORNEYS' FEES AND COSTS. If any legal action or other proceeding is brought in connection with this Agreement, the successful or prevailing Party, if any, shall be entitled to recover reasonable attorneys' fees and other related costs, in addition to any other relief to which that Party is entitled. In the event that it is the subject of dispute, the court or trier of fact who presides over such legal action or proceeding is empowered to determine which Party, if any, is the prevailing party in accordance with this provision.

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10. SIGNATURES. This Agreement shall be signed by James Coffman, Property Owner, and on behalf of Lopez Trucking by Juan Lopez, Owner, and effective as of the date first written above.

James Coffman(Property Owner)

By:  _____
James Coffman

Lopez Trucking

By:  _____
Juan Lopez