

PROPERTY ACCESS AGREEMENT

This PROPERTY ACCESS AGREEMENT (this “Agreement”) is dated as June __, 2025 (the “Effective Date”), by and between Ashland School District (the “School District”), and Edlen & Co. Development, LLC, an Oregon limited liability company (the “Developer”).

BACKGROUND

A. In conjunction with that certain Exclusive Negotiating Agreement entered into by School District and Developer on or about the Effective Date of this Agreement (the “ENA”), Developer is interested in performing an assessment of the Property described therein.

B. That assessment includes, without limitation, the need to perform certain on-site physical inspections and environmental investigations, further described herein, that require Developer, its agents and contractors have access to the Property.

C. In connection with the Property evaluation, Developer requests School District authorization to access to the Property on the conditions provided herein.

NOW, THEREFORE, in consideration of the mutual covenants and promises contained herein and for other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties mutually agree as follows:

AGREEMENT

The foregoing recitals are hereby incorporated by reference and made part of this Agreement.

1. Assessment. Developer intends to perform an assessment of the Property. Developer’s assessment may include, but is not limited to, physical inspections of the Property as set forth more fully below.

2. Access to Property.

(a) Right of Temporary Entry. During the term of this Agreement, which shall commence on the Effective Date of the ENA (“Entry Commencement Date”) and terminate on the latter of: (a) expiration of the Negotiating Period, as defined in the ENA; or (b) the execution of the DDA, as defined in the ENA, subject to the provisions of this Agreement, School District grants to Developer, and its, representative, agents, employees and contractors permission to enter upon the Property for the limited purpose of conducting the following “Investigation Activities”:

(i) Soil, air, and groundwater sampling, subject to and in accordance with the terms of this Agreement;

(ii) Surveys and inspections concerning the condition of the Property, including but not limited to a Phase 1 environmental site assessment (ESA) and, if required by the Phase 1 ESA, a Phase 2 ESA, to investigate the presence or absence of hazardous substances, sensitive areas, wetlands or other matters pertaining to the physical condition of the Property and any improvements thereon;

(iii) Any additional inspections, investigations or determinations relevant for Developer to make the physical adequacy determination pursuant to the ENA, including, without limitation, any inspections, investigations or determinations related to geotechnical and soil condition, the massing of proposed development improvements, infrastructure, the planning requirements imposed on projects of this type and the other environmental and regulatory factors that the Developer deems relevant; and

(iv) Restoration of the Property, pursuant to subsection (3)(d) below. This Agreement is intended and will be construed only as a non-exclusive temporary license to enter and conduct the Investigation Activities upon the Property and not as a grant of easement or any other interest in the Property.

(b) Conditions of Entry. The exercise by Developer of the right of entry granted herein will be expressly subject to the following terms and conditions:

(i) Unless otherwise agreed to in writing, Developer must provide at least twenty-four (24) hours' notice to School District through email of Developer's intent to enter the Property.

(ii) Any Investigation Activities will be performed in compliance with all applicable laws. Developer will not suffer or permit to be enforced against the Property any mechanic's, materialmen's, consultant's, architect's, surveyor's, engineer's, contractor's or subcontractor's liens or any claim for damage resulting from the Investigation Activities and will pay any and all such liens before any action is brought to enforce such liens.

(iii) All costs and expenses incurred in the performance of the Investigation Activities by Developer or on its behalf ("Investigation Costs") will be the sole responsibility of Developer, and Developer agrees to indemnify, protect, hold harmless and defend School District, from and against the Investigation Costs.

(c) Indemnification and Remediation. Developer will indemnify, protect, hold harmless and defend School District and its officers, directors, shareholders, and employees (collectively, "Indemnitees"), from and against any and all liability for damages, losses, liens, costs, expenses, penalties, actions, causes of action or claims ("Claims") including, without limitation, Claims for injury to or death to any person, or damage to any property, natural resources or the environment, resulting from Developer's Investigation Activities. Notwithstanding the foregoing, Developer's obligations under this paragraph do not apply to the extent the Claims are the result of the negligence or willful misconduct of School District, its representative, agents, employees, contractors or any lessees, licensees, employees, invitees, or guests of School District, nor shall Developer have any liability for conditions existing at the Property prior to the Effective Date.

(d) Restoration of Site. Developer will promptly fill any borings or test pits in accordance with all applicable laws, and, at the conclusion of any Investigation Activities, remove any and all equipment or materials placed on the Property pursuant to this Agreement, unless otherwise agreed to by the parties in writing. Upon completion of any Investigation Activities, Developer will restore the Property to the same or better condition as that existing immediately prior to the commencement of the Investigation Activities.

(e) Survival. The provisions of Subsections 2(c) and 2(d) above will survive any termination of this Agreement.

3. School District's Temporary Uses. Consistent with Section 1.2 of the ENA, School District shall be permitted to temporarily use, and to allow temporary uses of, the Property, so long as such uses (i) are not likely to result in the contamination of or damage to the Property; (ii) will not interfere with Developer's rights under this Agreement; and (iii) do not otherwise encumber the Property in a manner that would materially or adversely affect Developer's intended development of the Project, in Developer's reasonable discretion. Developer shall have no liability or responsibility for any contamination, damage, or other impact to the Property resulting from any such temporary use or other use of the Property by the School District, and, subject to the limitation in the Oregon Tort Claims Act and the Oregon Constitution, School District hereby agrees to indemnify, protect, hold harmless and defend Developer, its partners, officers, directors, shareholders, agents and employees (collectively, "Developer Indemnitees") from and against any and all Claims, including, without limitation, Claims for injury to or death to any person, or damage to any property, natural resources or the environment, resulting from School District's temporary use or granting of temporary use of the Property or any other use of the Property. Notwithstanding the foregoing, School District's obligations under this paragraph do not apply to the extent the Claims are the result of the negligence or willful misconduct of Developer, its representatives, agents, employees and contractors. The provisions of this Section 3 shall survive any termination of this Agreement.

4. Attorneys' Fees. In the event either party files suit, or brings an action or other proceeding at law or equity to interpret, enforce, or implement any of the terms of this Agreement, then the prevailing party in such suit, action or proceeding shall be paid all of its reasonable attorneys' fees and costs by the losing party, including any such costs incurred on appeal.

5. No Definitive Agreement. This Agreement does not require either party to enter into any business relationship and does not create any agency or partnership between the parties. Execution of this Agreement and discussions between the parties does not impose upon either party an obligation to disclose any confidential or privileged information to the other.

6. Governing Law and Venue. This Agreement and any claim or dispute arising out of this Agreement, whether in contract, tort or otherwise, shall be governed by and construed in accordance with the laws of the State of Oregon, without giving effect to its conflicts of law principles, and shall occur and take place in the state and federal courts located in Jackson County, Oregon.

7. Miscellaneous. This Agreement constitutes the entire agreement between the parties concerning the subject matter of this Agreement and may not be modified except in writing signed by the parties. This Agreement may not be assigned without the prior written consent of the other party, not to be unreasonably withheld, conditioned or delayed. This Agreement will be binding upon and inure to the benefit of the successors and assigns of the parties.

8. Authority. Each of the persons signing this Agreement represents and warrants that they have been duly authorized to sign this Agreement. Each of the undersigned Parties hereby warrants that it is authorized to execute this Agreement and that this Agreement shall remain in full force and shall in no way be affected, impaired, or invalidated.

9. Counterparts. This Agreement may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original thereof, and such counterparts shall together constitute but one and the same Agreement.

10. Electronic Signature. All references to and requirements for signatures and delivery of documents in this Agreement may be satisfied through electronic systems. Execution of this Agreement, and any ancillary document execution, through such electronic systems will have the same force and effect as a manual, wet ink signature.

IN WITNESS WHEREOF, each party has executed this Agreement as of the Effective Date.

SCHOOL DISTRICT

ASHLAND SCHOOL DISTRICT:

By: _____

Date

Its: _____

DEVELOPER

EDLEN & CO. DEVELOPMENT, LLC,
an Oregon limited liability company

By: _____

Date

Its: _____