



# Oregon

Tina Kotek, Governor

**Department of State Lands**

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**State Land Board**

Tina Kotek

Governor

Tobias Read

Secretary of State

Elizabeth Steiner

State Treasurer

## State Land Board

**Regular Meeting  
June 9, 2026  
Agenda Item 6**

### **SUBJECT**

Sale of filled lands on Hayden Island in Multnomah County

### **ISSUE**

Whether the State Land Board should approve the sale of approximately 65 acres of filled land on Hayden Island in Multnomah County to the Oregon Department of Transportation (ODOT). The site is located within Sections 19 and 30, Township 2 North, Range 1 East of the Willamette Meridian, in Multnomah County, State of Oregon.

### **AUTHORITY**

- Oregon Constitution, Article VIII, Sections 2 and 5; pertaining to the Common School Fund and land management responsibilities of the State Land Board.
- ORS 273.055; relating to the power to acquire and dispose of real property.
- ORS 273.171; relating to the duties and authority of the Director.
- ORS 274.915; relating to the sale, lease or trade of submersible and submerged lands.
- OAR 141-068; relating to the sale, exchange or reservation of historically filled land.
- SB 165 (2025), relating to the prohibition of the State Land Board reserving mineral rights for historically filled lands.
- Asset Management Plan, adopted by the Land Board; October 2024

### **BACKGROUND**

Hayden Island is located west of the Interstate 5 bridge near the Oregon-Washington border, and within the channel of the Columbia River. Since statehood, Hayden Island has been altered by fill, accretion, and erosion. The highly developed eastern side of the

island is within the city limits of Portland. In contrast, the largely undeveloped western side of the island, sometimes commonly known as West Hayden Island, is outside the city of Portland but still within the city's Urban Growth Boundary. The side of the island west of the railroad tracks is subject to city Comprehensive Plan designations. There is, however, interest in preserving the land as open space.

The site proposed for sale is on the south shore of the western side where there are formerly submerged and submersible lands, now filled, known as the "South Shore" lands. These are owned and managed by the Department. The current zoning for the "South Shore" lands is Multiple Use Forest, which generally can be used for timber, agriculture, conservation, recreation, hazard mitigation, and compatible associated uses. These lands are currently undeveloped bare lands or open space.

In 2023 through 2025, the Department worked with the Port of Portland to clarify title on several parcels of land owned by both parties on the west side of Hayden Island. This effort clarified property line, ownership, and access uncertainties that had existed for several decades, and the agreement was finalized in April 2025.

### ***Application to Purchase***

Concurrent with this effort to clear the title, on November 12, 2024 ODOT submitted an application to the Department to purchase the "South Shore" lands. The proposed land transaction is part of ODOT's involvement in the Interstate Bridge Group and their work to replace the I-5 bridge over the Columbia River. Per the Due Diligence Summary Report (Appendix F) prepared by the Interstate Bridge Replacement Program, the sale will accomplish the following:

*The purchase of DSL parcels would satisfy the City of Portland and Oregon Department of Fish and Wildlife mitigation requirements for the CRBA (Columbia River Bridges and Approaches), and future construction packages in Oregon by:*

- *Implementing a Conservation Easement for City of Portland for environmental zone impacts associated with the CRBA construction package.*
- *Agreement with Oregon Department of Fish and Wildlife for aquatic resource impacts.*
- *Future permittee-responsible mitigation through restoration and enhancement projects for future phases of the IBR Program.*

The Land Board approved the Department to begin due diligence steps on February 11, 2025.

## **DUE DILIGENCE AND STAFF FINDINGS**

The Department completed all required statutory and administrative steps, including:

- Public notice and comment period
- Cultural resource assessment
- Boundary survey
- Land appraisal
- Other due diligence and internal review steps

An appraisal was ordered by ODOT (see Appendix D) and the value of the land was determined to be \$1.3 million. DSL commissioned an outside review of value and the review appraiser concluded that this is a fair value (See Appendix E).

Phase I and Phase II environmental reviews for potential contamination were commissioned by ODOT and the Department noted no concerns that would prevent the acquisition of the property (See Appendix F: Section 2.3, Due Diligence Summary Report).

ODOT assessed any potential archeological resources. The report noted no known resources, and the presence of archaeological deposits is unlikely. (Section 2.1, DDSR)

DSL received a request from the Confederated Tribes of the Grande Ronde regarding information on cultural investigations on the site. This request was provided to the Department's archaeologist. As part of their due diligence, ODOT completed an Archaeological Resource Assessment, which is discussed in the attached Summary Report.

## **PUBLIC INVOLVEMENT**

The Department circulated the application to purchase land for a 45-day public comment period from March 5 to April 19, 2025

In total, the Department received 12 comments (see Appendix C), summarized as:

- Five were in favor of the bridge and/or restoration effort.
- Four were against the sale of the site or construction of the bridge; with one comment specifically wanting the West Hayden Island area to be reopened for commercial development.
- DSL received a comment from the Confederated Tribes of the Grande Ronde (noted above).
- One comment was unclear regarding support of the sale.
- One comment was against the lack of access to the site.

## **NEXT STEPS**

Two items remains to be completed before closing: designation of the property as a legal lot of record (in accordance with OAR 141-067-0220(7)(b)) and the execution of a Purchase and Sale Agreement (PSA).

The State of Oregon acquired the property at statehood, and it was later expanded through fill. As a result, it was never formally designated as a legal lot. Although this process is typically handled by the county, an intergovernmental agreement (IGA) between Multnomah County and the City of Portland assigns jurisdiction to the City. The Department is requesting that the Land Board approve the sale contingent on completion of this designation.

A draft PSA template has been included as an appendix with this item and must be completed prior to closing the sale.

## **RECOMMENDATION**

The Department recommends the Land Board authorize completion of the sale of the South Shore property on Hayden Island in Multnomah County to ODOT for a price of \$1,300,000, contingent upon completion of a legal lot of record for the property.

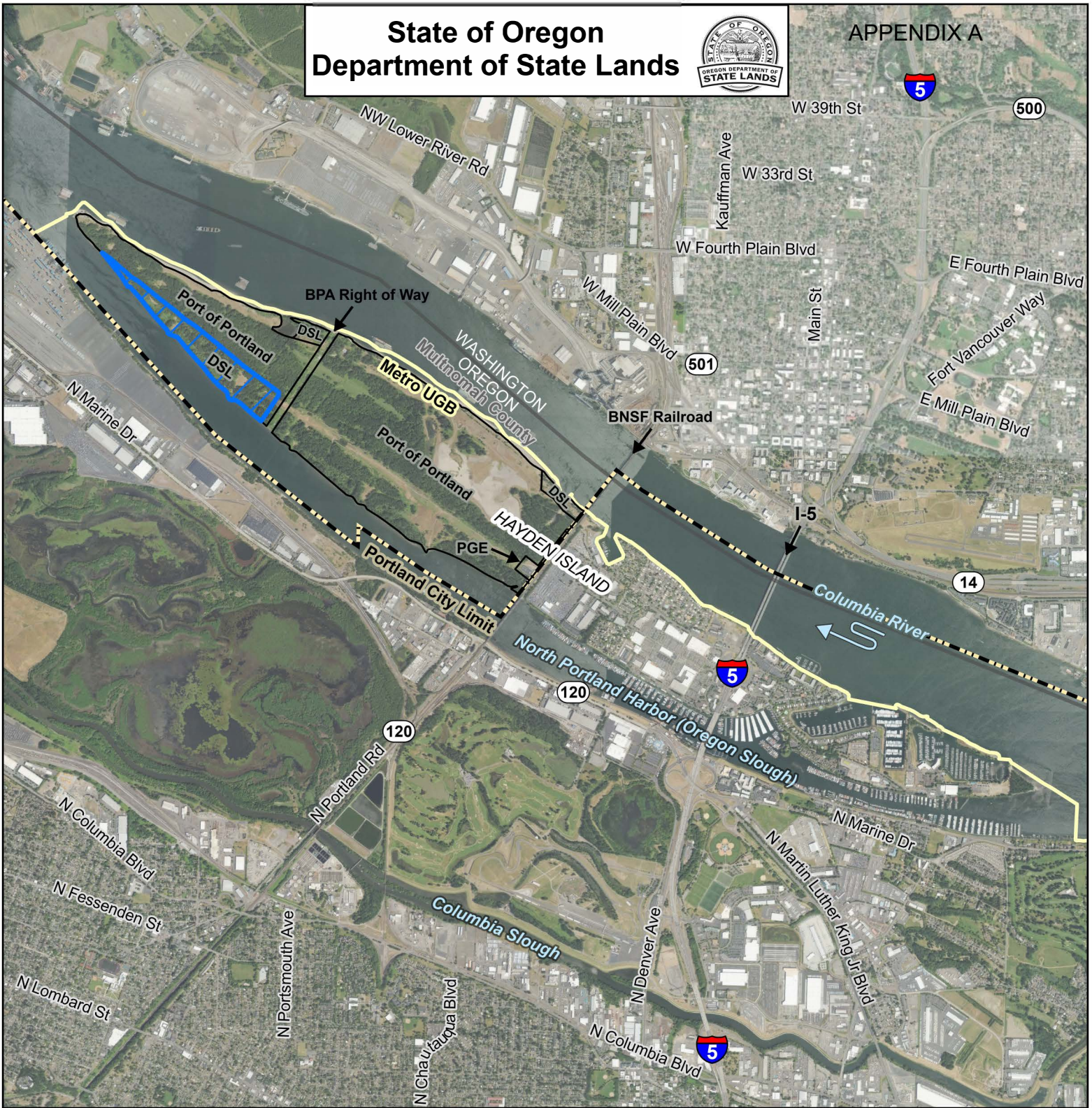
## **APPENDICES**

- A. Maps
- B. Application to Purchase Land (#65338LS)
- C. Public comments
- D. Executive summary of appraisal report
- E. DSL-ordered third-party review of appraisal report
- F. Interstate Bridge Replacement Program – West Hayden Island Due Diligence Summary Report
- G. Draft Purchase and Sale Agreement

# State of Oregon Department of State Lands



APPENDIX A

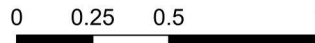


## APPENDIX A

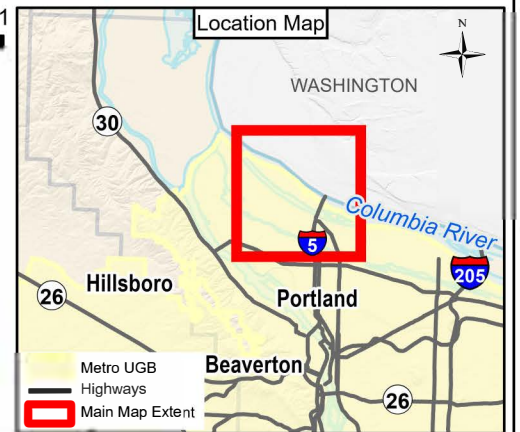
65338-LS Land Sale  
T2N, R1E, Sections 19 and 30  
65 acres (approx.)  
Multnomah County

-  Potential Land Sale
-  Adjacent Land Ownership (western side of the island)
-  Portland City Limit
-  Metro Urban Growth Boundary (UGB)

This map depicts the approximate location of a Department of State Lands authorization. This product is for informational purposes only and may not have been prepared for, or be suitable for, legal, engineering, or surveying purposes. Users of this information should review or consult the primary data and information sources to ascertain the usability of the information.



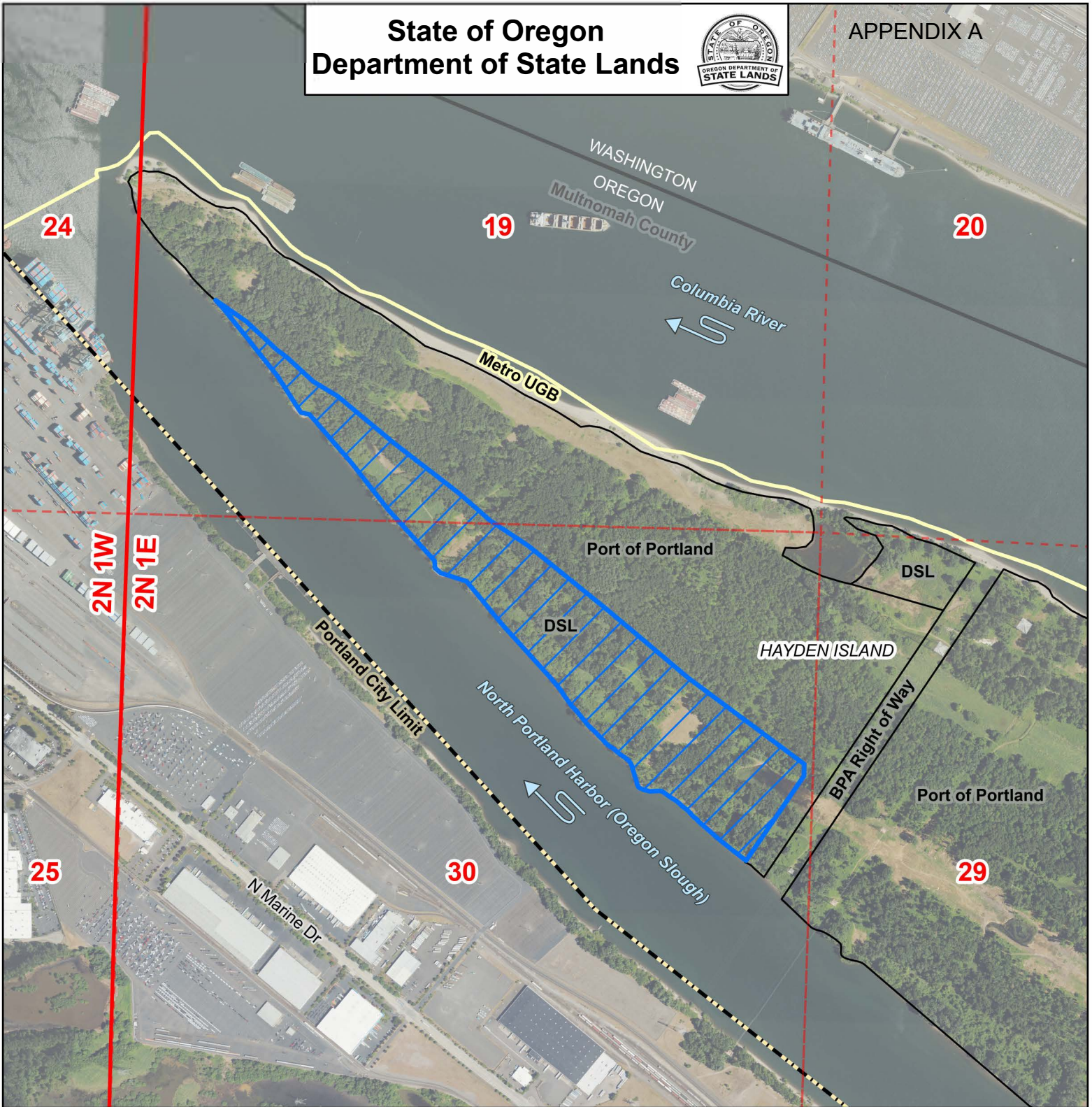
Map Projection:  
Oregon Statewide Lambert  
Datum NAD83  
International Feet  
State of Oregon  
Department of State Lands  
951 SW Simpson Ave, Ste 104  
Bend, OR 97702  
541-388-6112  
[www.oregon.gov/DSL](http://www.oregon.gov/DSL)  
Date: 1/23/2025



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






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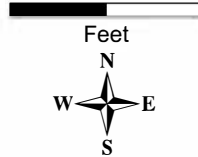
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65338-LS Land Sale  
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65 acres (approx.)  
Multnomah County

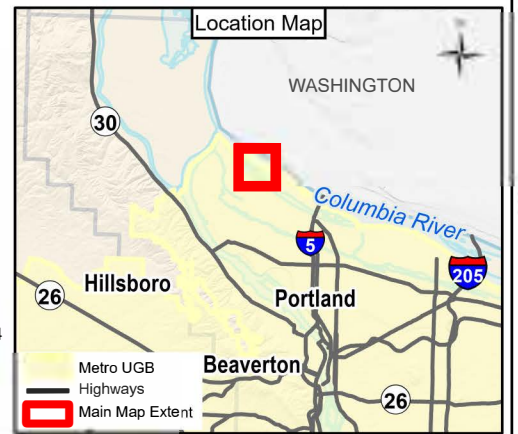
-  Potential Land Sale
-  Adjacent Land Ownership
-  Portland City Limit
-  Metro Urban Growth Boundary (UGB)
-  Townships
-  Sections

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Map Projection:  
Oregon Statewide Lambert  
Datum NAD83  
International Feet  
State of Oregon  
Department of State Lands  
951 SW Simpson Ave, Ste 104  
Bend, OR 97702  
541-388-6112  
[www.oregon.gov/DSL](http://www.oregon.gov/DSL)  
Date: 4/15/2026



Oregon Department of State Lands  
 Bend Field Office  
 951 SW Simpson Avenue, Suite 104  
 Bend, Oregon 97702  
 Telephone: 541-388-6112  
 Fax: 541-388-6480

AGENCY # \_\_\_\_\_



## APPLICATION TO PURCHASE LAND\*

*Please print clearly.*

Applicant Name(s): ODOT - William Warncke Phone: 503-347-8178  
 Address: 500 Broadway Street, Suite 200 Fax: \_\_\_\_\_  
 \_\_\_\_\_ E-mail: bill.warncke@interstatebri  
dge.org  
 City: Vancouver State: WA Zip Code: 98660

I (we) hereby make application to purchase the following described land:

	County	Section	Township	Range	Tax Lot	Acres
	Multnomah	30	2N	1E	2N1E30 -00300	28.67
(Attach additional sheets if necessary)				Total Acres		28.67

**Please describe the reasoning for submitting an application to purchase State Land:**

ODOT is submitting an application to purchase State Lands for the Interstate Bridge  
Replacement program.  
 \_\_\_\_\_  
 \_\_\_\_\_

I acknowledge that submission of this application:

- May initiate a competitive sale process
- Provides no right of priority (except as determined by the State Land Board)
- No sale will be made for less than fair market value.

The Department of State Lands (DSL) reserves the right to reject this application at any time before completion of the sale.

*\*Note: Please read the Instructions for Submitting an Application to Purchase Land before completing and submitting this application.*

Applicant's Signature \_\_\_\_\_

Date \_\_\_\_\_

Oregon Department of Transportation (ODOT) is submitting an application to purchase land from the Department of State Lands (DSL) on Hayden Island. ODOT is applying to purchase Tax Lot 2N1E30 -00300, a 28.67-acre lot, from DSL. Tax lot 2N1E30 is located in Section 30 Township 2N Range 1E of the Willamette Meridian on the southwest shore of Hayden Island. Tax lot 2N1E30 -00300 is bordered by two Port of Portland parcels: 2N1E30 -00200 to the north, and, 2N1E30 -00400 to the southeast. The Oregon Slough is on the south shore of 2N1E -00300.



# Application to Purchase Land

## Instructions and Procedures

*Attached to these instructions is the application to purchase land from the Oregon Department of State Lands*

The Department of State Lands (DSL) has an active program of land sales and invites the submittal of applications to purchase land. The Land Board's 2012 Real Estate Asset Management Plan and rules (OAR 141-067) govern and direct DSL's land sales and exchange efforts and priorities. **Please note: A submittal of a land purchase application does not guarantee a land sale will be authorized.**

### Instructions

To insure prompt processing of your application:

- Fill out the application legibly and completely;
- Sign and date the application;
- Provide an accurate description of the property location;
- Provide a copy of the tax assessor's map of the property with the parcel identified;
- Remit a check for the non-refundable application fee of \$750.00 for each application.

**Send the completed application and check to:**

**Oregon Department of State Lands  
Real Property Program  
951 SW Simpson Avenue, Suite 104  
Bend, OR 97702**

### Procedures

- All land purchase applications (i.e. land sale project) are given careful and thoughtful consideration by DSL and must be approved by the State Land Board.
- DSL evaluates all purchase applications by carefully investigating the financial, natural, cultural and recreational impacts of the project. Adjacent property owners, interested parties, lessees (if applicable), federal, state and local agencies are notified during the evaluation. DSL uses the information to recommend to the Land Board whether or not to sell the parcels under study; the Land Board must also approve the final sale transaction.
- The Land Board must also approve the actual land sale method. Sale methods vary depending on a number of factors such as the type of land being sold and the prospective purchaser. An appraisal of all interests being sold is always conducted before a sale occurs. Generally, sales of Common School Fund Trust land are made through a public auction process. The Department will retain mineral rights. In some instances reservations or easements might be attached to the property in order to place protection over or conserve special unique or significant resources (e.g. historical or cultural features). Valid existing rights (e.g. utility easements) are also honored.
- DSL may require the applicant to provide a correct and precise description of the lands applied for in accordance with a survey.

# Public and Tribal Comments

Proposed Land Transaction: Hayden Island in Multnomah County (App #65338LS)

On November 12, 2024, the Oregon Department of Transportation (ODOT) submitted an application to the Oregon Department of State Lands (DSL) to purchase 65 acres of filled land owned by DSL on the western half of Hayden Island. The requested sale is part of ODOT's involvement in the Interstate Bridge Group and their work to replace the I-5 bridge over the Columbia River. The parcel will be used for wetlands mitigation as part of the bridge replacement efforts.

DSL opened a comment period from **March 5 though April 19, 2025** and received **12** comments in total.

## Public Comments

Date Received	Comment submitted by	Comment	Agency Response
3/10/25	Jennifer	My concern with this specific land transaction is that it conservation work on the area is already being discussed outside of ODOT, and ODOT being involved could add to the complexity & would be an inefficient use of resources. Additionally, because of the existing discussions of conservation of the area, ODOT using this property for compensatory mitigation seems like this would not be following the intent of compensatory mitigation. Other non-state owned properties nearby should be considered for purchase & conservation work, which would follow the intent of compensatory mitigation.	Hi Jennifer, We appreciate you taking the time to share your thoughts on the proposed land sale on Hayden Island. Your input helps shape our work, and we'll be considering all comments as we move forward. The public comment period is open until Saturday, April 19, and after that, we'll review all feedback before staff make a recommendation to the State Land Board at a future Land Board meeting. Subscribe to updates at <a href="https://www.oregon.gov/dsl/Pages/subscribe.aspx">https://www.oregon.gov/dsl/Pages/subscribe.aspx</a> Thank you, Oregon Department of State Lands

<p>3/10/25</p>	<p>Laura Alexander</p>	<p>Oregon is known for two significant rivers, Columbia and Willamette, but good luck trying to find a place to put your toes into the water. Oregon has sold off every access to beach front to the highest bidder and the non-boat owners who want to just enjoy the view must climb a tree to see it. The drive out highway 84 East has no beachfront access. The drive out highway 30 West has no beachfront access. The length on the Oregon side is 395 feet wide. The drive along willamette river may take you eventually harbor side and there is a small area left to side at Harbor Hotel. There's another spot down by Macadam but you can't put your feet in. Then there's Sellwood that you can't put your feet in there either. I must not forget Milwaukee where people can't put their feet in or side by the beachfront. Shamefully Portland has not put the general public taxpayers first. Instead it's profit over people. In states where water is the highlight of the city, the city takes care in their designs to ensure that they have maximized the use of the water and access for families. Portland should have never sold off beachfronts that prevent the useful enjoyment by the rest of its population.</p> <p>Milwaukie is about to concrete its greenery and add useless exercise equipment that both kids and adults don't find enjoyable. There's no parking for non-boat owners. What Milwaukie could have done is add land to the park by infilling and decreasing the width of the</p>	<p>Hi Laura, We appreciate you taking the time to share your thoughts on the proposed land sale on Hayden Island. Your input helps shape our work, and we'll be considering all comments as we move forward. The public comment period is open until Saturday, April 19, and after that, we'll review all feedback before staff make a recommendation to the State Land Board at a future Land Board meeting. Subscribe to updates at <a href="https://www.oregon.gov/dsl/Pages/subscribe.aspx">https://www.oregon.gov/dsl/Pages/subscribe.aspx</a> Thank you, Oregon Department of State Lands</p>
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		<p>Willamette. The same over in Oregon City where people park on rocks and sit in their cars.</p> <p>The Columbia River should have a real designer come out and put something to do over at Hayden island that draws people in. You want people to pay attention to nature? Install a plexiglass tube that visitors can enter and see fish pass by. There are a lot of real designers that build massive resorts, fun experiences and educational facilities.</p> <p>Don't hire or consult with anyone from the team that designed the Zoo. The Zoo plan is horrible. It's likened to the pet pound. Tampa's Zoo, Birmingham Zoo are far better. Portland's Zoo is an example of "Who not to hire when thinking up a zoo".</p> <p><i>Laura</i></p>	
3/10/25	Steve Baker	<p>Upon reading the Chanel 2 news report on line I decided to submit my input. However as an Oregon resident this is a project I am not fully informed about. Although I recognize the urgent need to construct another bridge in the Portland Vancouver area connecting Oregon and Washington. Plus I recognize not everyone is going to get exactly what they want. Like last time when for political reasons as I recall the two states couldn't agree on the bridge design and lost substantial federal funding. What a disservice to the citizens of both states. I am hoping political agendas and political parties can be put aside and everyone focus on the needs of motorists and earthquake safety and agree on a design, location, funding and schedules and get the darn thing built.</p> <p>In addition to help both states with funding issues, I may be in the minority, but propose a toll to help pay for construction AND maintenance. The toll amount established and remains for the life of the bridge.</p>	<p>Hi Steve,</p> <p>We appreciate you taking the time to share your thoughts on the proposed land sale on Hayden Island. Your input helps shape our work, and we'll be considering all comments as we move forward. The public comment period is open until Saturday, April 19, and after that, we'll review all feedback before staff make a recommendation to the State Land Board at a future Land Board meeting. Subscribe to updates at <a href="https://www.oregon.gov/dsl/Pages/subscribe.aspx">https://www.oregon.gov/dsl/Pages/subscribe.aspx</a></p> <p>Thank you, Oregon Department of State Lands</p>

		<p>Unlike the Astoria bridge where as I understand the toll was removed once the bridge was paid for but leaving future maintenance costs to the states. Which is unfortunate given the strain on the states highway maintenance budgets.</p> <p>In summary regarding the Hayden Island land sale I suggest leaving the decision up to the experts with the goal to expedite building the new bridge.</p> <p>Thank you. S. Baker.</p>	
3/10/25	Tom Uryga	<p>We obviously need a correctly done I-5 bridge. More lanes, better access...no fluff, as Vancouver doesn't want the train.</p> <p>The agencies involved are going to look worse than they do now if something happens to the current bridge, so get to work.</p> <p>As to the land involved, quit stalling and get it done...it's going to happen eventually, and delay just adds costs the public will resent bearing.</p> <p>For state lands, just make it happen.</p> <p>For private land, just compensate the owners fairly so they don't litigate.</p> <p>It isn't hard to do the right thing for the people you serve, even if that means the usual drifters don't get enriched by the project.</p> <p>Really...what did we get for \$200 million on the CRC study? A project "design" that didn't work, and that a group of high school kids could have performed for the cost of their prom dates and a good band for the occasion?</p>	<p>Hi Tom,</p> <p>We appreciate you taking the time to share your thoughts on the proposed land sale on Hayden Island. Your input helps shape our work, and we'll be considering all comments as we move forward. The public comment period is open until Saturday, April 19, and after that, we'll review all feedback before staff make a recommendation to the State Land Board at a future Land Board meeting. Subscribe to updates at <a href="https://www.oregon.gov/dsl/Pages/subscribe.aspx">https://www.oregon.gov/dsl/Pages/subscribe.aspx</a></p> <p>Thank you, Oregon Department of State Lands</p>

		It's clear what is needed, and your job is to insure it can happen swiftly and economically, so no screwing around...give us a reason to have faith in government for a change.	
3/10/25	Darrin Burgess	Please no. While that area of Hayden Island is not currently developed if this goes through it will be permanently locked up. This will take prime real estate out of circulation for possible development which could bring millions of much needed tax dollars and jobs into the community. Let the Interstate Bridge Group find land that's not so well situated for development in another area to use for mitigation.	Hi Darrin, We appreciate you taking the time to share your thoughts on the proposed land sale on Hayden Island. Your input helps shape our work, and we'll be considering all comments as we move forward. The public comment period is open until Saturday, April 19, and after that, we'll review all feedback before staff make a recommendation to the State Land Board at a future Land Board meeting. Subscribe to updates at <a href="https://www.oregon.gov/dsl/Pages/subscribe.aspx">https://www.oregon.gov/dsl/Pages/subscribe.aspx</a> Thank you, Oregon Department of State Lands
3/24/25	Shirlene Vanegas	I dont think that piece of land should be sold/purchased in tandem with the IBR Project.	Hi Sherlene, We appreciate you taking the time to share your thoughts on the proposed land sale on Hayden Island. Your input helps shape our work, and we'll be considering all comments as we move forward. The public comment period is open until Saturday, April 19, and after that, we'll review all feedback before staff make a recommendation to the State Land Board at a future Land Board meeting. Subscribe to updates at <a href="https://www.oregon.gov/dsl/Pages/subscribe.aspx">https://www.oregon.gov/dsl/Pages/subscribe.aspx</a> Thank you, Oregon Department of State Lands

APPENDIX C

<p>3/26/25</p>	<p>Joshua Landry</p>	<p>As a resident of Hayden Island, I'm opposed to this land deal. The IBR continues to treat Hayden Island like it's toilet, destroying its communities and removing access to its residents to satisfy Clark County commuters and tax "refugees". Odot has a terrible track record of stewardship in north north Portland. Just look at the interchanges between marine drive and i5. Also, with what money? A billion dollar budget shortfall? Maybe it's time Oregon pulled the plug on Washingtons bridge. Or perhaps they're praying, hoping they can use that toll money to bank roll their next hackeneyed project "in perpetuity." You know whats helping fuel this wave of American fascism? Squandering massive amounts of tax money on projects that cost more than they make.</p>	<p>Hi Joshua, We appreciate you taking the time to share your thoughts on the proposed land sale on Hayden Island. Your input helps shape our work, and we'll be considering all comments as we move forward. The public comment period is open until Saturday, April 19, and after that, we'll review all feedback before staff make a recommendation to the State Land Board at a future Land Board meeting. Subscribe to updates at <a href="https://www.oregon.gov/dsl/Pages/subscribe.aspx">https://www.oregon.gov/dsl/Pages/subscribe.aspx</a> Thank you, Oregon Department of State Lands</p>
<p>4/2/25</p>	<p>Margaret Puckette</p>	<p>I fully support the proposed sale of land on Hayden Island for the stated purpose or conservation and restoration of a rare, valuable natural area. I've known about the interest in protecting this land as it is a part of a large regional natural area that includes Smith &amp; Bybee wetlands. I have personal knowledge of West Hayden Island natural resources going back 20 years, from when I moved to a floating home on North Portland Harbor near I5.</p> <p>Adding this parcel benefit so many natural aspects. It is a well chosen mitigation site.</p>	<p>Hi Margaret, We appreciate you taking the time to share your thoughts on the proposed land sale on Hayden Island. Your input helps shape our work, and we'll be considering all comments as we move forward. Please be aware that we will be sharing comments with the applicant, and you are welcome to reach out to them at <a href="https://www.interstatebridge.org/resources/contact-us/">https://www.interstatebridge.org/resources/contact-us/</a> The public comment period is open until Saturday, April 19, and after that, we'll review all feedback before staff make a recommendation to the State Land Board at a future Land Board meeting. Subscribe to updates at <a href="https://www.oregon.gov/dsl/Pages/subscribe.aspx">https://www.oregon.gov/dsl/Pages/subscribe.aspx</a> Thank you</p>

APPENDIX C

<p>4/6/25</p>	<p>Maneena Douglas</p>	<p>As a citizen of portland I support this land sale in order to increase habitat for salmon and keep our rivers healthy. Please make this a space that supports our communities having healthy habitats and protect West Hayden Island. Sincerely, Maneena Douglas</p>	<p>Hi Maneena, We appreciate you taking the time to share your thoughts on the proposed land sale on Hayden Island. Your input helps shape our work, and we'll be considering all comments as we move forward. Please be aware that we will be sharing comments with the applicant, and you are welcome to reach out to them at <a href="https://www.interstatebridge.org/resources/contact-us/">https://www.interstatebridge.org/resources/contact-us/</a> The public comment period is open until Saturday, April 19, and after that, we'll review all feedback before staff make a recommendation to the State Land Board at a future Land Board meeting. Subscribe to updates at <a href="https://www.oregon.gov/dsl/Pages/subscribe.aspx">https://www.oregon.gov/dsl/Pages/subscribe.aspx</a> Thank you</p>
<p>4/7/25</p>	<p>Arianna Garofalo</p>	<p>I am writing in support of West Hayden Island becoming a permanent natural resource, salmon habitat, and public access area. My hope is that this lays the groundwork for the entire island being a protected area in the future. Additionally, please consider making Hayden Island a memorial for Bob Sallinger. After he worked so tirelessly for environmental causes during his lifetime, it would greatly honor his legacy to help make his dream of a protected and publicly accessible Hayden Island come true. Even if it is just part of the island, this is a start.</p>	<p>Hi Arianna, We appreciate you taking the time to share your thoughts on the proposed land sale on Hayden Island. Your input helps shape our work, and we'll be considering all comments as we move forward. Please be aware that we will be sharing comments with the applicant, and you are welcome to reach out to them at <a href="https://www.interstatebridge.org/resources/contact-us/">https://www.interstatebridge.org/resources/contact-us/</a> The public comment period is open until Saturday, April 19, and after that, we'll review all feedback before staff make a recommendation to the State Land Board at a future Land Board meeting. Subscribe to updates at <a href="https://www.oregon.gov/dsl/Pages/subscribe.aspx">https://www.oregon.gov/dsl/Pages/subscribe.aspx</a> Thank you</p>

4/14/25	Barbara Quinn	This is a good first step in the conservation and restoration of West Hayden Island that would be a boon to much needed habitat for our endangered fish and other wildlife.	<p>Hi Barbara,</p> <p>We appreciate you taking the time to share your thoughts on the proposed land sale on Hayden Island. Your input helps shape our work, and we'll be considering all comments as we move forward. Please be aware that we will be sharing comments with the applicant, and you are welcome to reach out to them at</p> <p><a href="https://www.interstatebridge.org/resources/contact-us/">https://www.interstatebridge.org/resources/contact-us/</a></p> <p>The public comment period is open until Saturday, April 19, and after that, we'll review all feedback before staff make a recommendation to the State Land Board at a future Land Board meeting. Subscribe to updates at</p> <p><a href="https://www.oregon.gov/dsl/Pages/subscribe.aspx">https://www.oregon.gov/dsl/Pages/subscribe.aspx</a></p> <p>Thank you</p>

# Tribal Comments

## Proposed Land Transaction: Hayden Island in Multnomah County (App #65338LS)

On November 12, 2024, the Oregon Department of Transportation (ODOT) submitted an application to the Oregon Department of State Lands (DSL) to purchase 65 acres of filled land owned by DSL on the western half of Hayden Island. The requested sale is part of ODOT's involvement in the Interstate Bridge Group and their work to replace the I-5 bridge over the Columbia River. The parcel will be used for wetlands mitigation as part of the bridge replacement efforts.

DSL opened a comment period from **March 5 though April 19, 2025** and received **12** comments in total.

Date Received	Comment submitted by	Comment	Agency Response
3/10/25	Jesse Norton	<p>ᠫaxayam! (Hello!)</p> <p>Thank you for the opportunity to comment on the land transfer of the south shore of Hayden Island in Multnomah County, transaction number 65338- L S. This area was included in lands ceded between 1853 and 1855 by treaties between the United States and the Confederated Tribes of Grand Ronde.</p> <p>The Historic Preservation Office for the Confederated Tribes of the Grand Ronde Community of Oregon requests that all lands included in this transfer are adequately inventoried for cultural resources. Please ensure that a cultural resources investigation occurs which covers the entire project area and includes subsurface testing. Please ensure that a draft of this report be made available for our review with adequate time for comment.</p> <p>Please let our office know when these investigations can occur. If you have any questions or comments, please feel</p>	<p>Jesse-</p> <p>Thank you for reaching out to the Department of State Lands regarding the sale of a portion of Hayden Island to ODOT. I have cc'ed Gary Curtis, archeologist for DSL, on this email and will be forwarding all comments and responses on the sale to ODOT this morning. I have highlighted your response as one that needs attention. We are in the due diligence phase of the sale and an investigation of cultural resources is on the list of required actions.</p> <p>Please feel free to reach out if you have additional comments or questions.</p> <p>NOTE: ODOT completed an Archeological Resource Assessment as part of their due diligence.</p>

	<p>free to contact me.</p> <p>hayu masi! (many thanks!)</p> <p>Jesse Norton Cultural Protection Specialist Historic Preservation Office Confederated Tribes of the Grand Ronde Community of Oregon</p>	
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# TVG THE VALUATION GROUP

Appraiser: David E. Balfour, MAI

I-5: Columbia River (Interstate) Bridge

## Summary of Salient Facts

**Section:** N/A  
**Road:** N/A  
**Project No.:** 21570  
**File No.:** WHIMP  
**County:** Multnomah County  
**Description Dated:** N/A  
**Eng. Station:** N/A  
**FAP#:** S001(533)  
**Appraiser(s):** Dave E. Balfour, MAI

## Ownership Information

**Legal Owner** The State of Oregon, acting by and through the Department of State Lands  
**Assessor Records Mailing Address:** 775 Summer St NE #100, Salem, OR 97301  
**Contact Person:** John Gessner, Land Transaction Analyst  
**Contract Purchaser:** None reported  
**Tenant:** None

## Summary of Taking

	SF	AC
Area of Entire Property:	2,831,400	65.00
Acquisition Type: Entire Take		

## Access

**Before Taking:** There is (boat) shoreline access as well as vehicular access via a gravel roadway easement over adjoining Port of Portland property (which includes multiple tax lots). The access easement map and location are included herein. There is also a revocable access license for the BNSF crossing (discussed further herein).

In describing the current access and cost estimate for access improvements, the appraisers have relied upon the access easement location and layout that was provided.

It should be noted that the current access road is not a frequently maintained road and is a one-lane, gravel road that is only navigable during summer months. Nonetheless, it is a competitive access road relative to recreational-use property such as the subject.

**After Taking:** Unchanged

## Land Use Regulations

**Jurisdiction:** Multnomah County

# TVG THE VALUATION GROUP

Appraiser: David E. Balfour, MAI

I-5: Columbia River (Interstate) Bridge

**Zoning:** MUF-19; Multi-Use Forest

**Present Use** Vacant

**Highest and Best Use**

**Before/Entire Property As-if Vacant:** Recreation/Conservation site.

**Before/Entire Property as Improved:** Recreation/Conservation site.

**After/Entire Property As-if Vacant:** Unchanged

**After/Entire Property as Improved:** Unchanged

**Utilities**

**Current Facilities** None

**Possible Facilities** Private Facilities

**Summary of Valuation:**

FMV of Land Acquired	\$1,300,000
Site Improvements in Take:	\$0
Damages	\$0
Special Benefits	\$0
Fair Market Value	\$1,300,000
<b>Rounded</b>	<b>\$1,300,000</b>



POWELL BANZ  
VALUATION

**JONATHAN B. BANZ, MAI, AI-GRS**

Phone: 503-371-2403

Fax: 503-371-2613

Email: jbanz@powellbanz.com

Date of Review Report: March 31, 2026

## **APPRAISAL REVIEW**

### **PROPERTY INFORMATION**

Property Name: West Hayden Island – DSL Property  
 Ownership Interest: Fee Simple  
 Address: 65.00 Acres of Land, West Hayden Island  
 City, State, Zip Code: West Hayden Island, Portland, Oregon

### **APPRAISAL INFORMATION**

Appraiser(s) Who Completed the Appraisal: David E. Balfour, MAI  
 Date of Appraisal Report: December 12, 2025  
 Ownership Interest Valued: Fair Market Value, Fee Simple  
 Date of Appraisal Conclusions: December 12, 2025  
 Prepared For: Regina Thompson,  
 Oregon Department of Transportation

### **REVIEW INFORMATION**

Review Client & Other Intended Users: Oregon Department of Transportation  
 Oregon Department of Transportation  
 Intended Use of the Review: Reviewed for USPAP compliance  
 Purpose of the Review: Compliance and Reasonableness  
 Subject of the Review: West Hayden Island DSL Property totaling 65.00 acres of MUF-19 (Multi-Use Forest) zoned land situated on the south side of West Hayden Island along the North Portland Harbor in unincorporated Multnomah County, Oregon. The subject is a vacant recreation and conservation land tract with 6,015 linear feet of river frontage. Vehicular access is limited to a seasonal gravel road easement over Port of Portland property; shoreline access is also available by water craft. The property is the subject of an entire acquisition by ODOT in connection with the I-5 Columbia River Bridge project.  
 Date of the Review: March 31, 2026  
 PBV File Number: P261170

**APPRAISAL REVIEW – WEST HAYDEN ISLAND PROPERTY (cont.)****REVIEW SYNOPSIS**

<b>Type of Value</b>	<b>Effective Date</b>	<b>Appraiser's Conclusion</b>		<b>Reviewer's Conclusion</b>
Market Value, Fee Simple	December 12, 2025	\$1,300,000		Report is Compliant and Reasonable
		<u>YES</u>	<u>NO</u>	<u>See Comments</u>
1. Report meets industry standards		<u>X</u>	<u>      </u>	<u>      </u>
2. Report meets bank standards:		<u>      </u>	<u>      </u>	<u>N/A</u>
3. Market conditions are adequately addressed:		<u>      </u>	<u>      </u>	<u>X</u>
4. Highest and Best use is reasonable:		<u>X</u>	<u>      </u>	<u>      </u>
5. Major property issues of concern:		<u>      </u>	<u>X</u>	<u>      </u>
6. Major valuation issues of concern:		<u>      </u>	<u>X</u>	<u>      </u>
7. Major extraordinary/hypothetical assumption:		<u>      </u>	<u>X</u>	<u>      </u>

**REVIEWER'S OPINIONS AND CONCLUSIONS ABOUT THE WORK UNDER REVIEW****REVIEWER'S SCOPE OF WORK**

The reviewer's Scope of Work in this assignment is to:

1. Read the appraisal report;
2. Conduct a "desk review" without visiting the subject of the appraisal under review.
3. Develop an opinion as to the credibility and reasonableness of the appraisal and value conclusion within the context of the appraiser's scope of work.
4. Deliver the appraisal review without contacting the appraiser who was engaged to complete the appraisal assignment under review.

**CONTEXT OF THE REVIEW**

USPAP Standard 3, Standards Rule 3-3 calls for in developing an appraisal review, a reviewer must apply the appraisal review method and techniques that are necessary for **credible assignment results**.

3-3(a) (i, ii, iii) indicate the reviewer must develop an opinion as to whether the analysis is appropriate within the context of the requirement applicable to the work. Further, the reviewer must develop an opinion as to whether the opinions and conclusions are **credible** within the context of the requirement applicable to that work and develop the reasons for any disagreements.

*"Consistent with the reviewer's scope of work, the reviewer is required to develop an opinion as to the completeness, accuracy, adequacy, relevance and reasonableness of the analysis in the work under review, given law, regulations, or intended user requirements applicable to the work under review." (USPAP Standard 3, page 28, line 872, 2018-2019 Edition).*

The appraisal under review is of the West Hayden Island DSL Property – a 65-acre MUF-19 zoned vacant tract on the North Portland Harbor, significantly encumbered by FEMA floodplain, wetlands, and hydric soils, with access limited to a seasonal gravel road and/ water craft.

## **APPRAISAL REVIEW – WEST HAYDEN ISLAND PROPERTY (cont.)**

The report was prepared for ODOT as an entire acquisition appraisal in connection with the I-5 Columbia River Bridge project. The effective date is August 14, 2025 and the report date is December 12, 2025. David E. Balfour, MAI concluded a fair market value of \$1,300,000.

### **COMPLETENESS**

**To be complete, an appraisal report must be comprehensive and thorough. Comprehensive means nothing needs to be added to development and reporting. Thorough means developed and written carefully and in a methodically sound manner.**

The report addresses all required ODOT entire acquisition components – larger parcel determination, property description, HBU, sales comparison, allocation sheet(s), certifications, and limiting conditions – with an appropriate addenda. The approach exclusions are adequately explained. A six-month exposure time estimate is concluded.

The appraiser inspected the subject on August 14, 2025 (the effective date) with ODOT representatives; the property owner waived co-inspection by email.

This following was noted in the ownership history section on Page 36;

- The five-year sales history reports “None” for sales yet identifies an April 2025 Port of Portland transfer within the look-back window; the entry should clarify that no arms-length market sales occurred.

Overall, the report is complete.

### **ACCURACY**

**Accuracy means the appraisal report complies with the scope of work given the assignment under review and is mistake free. Finally, are the results probable and supported?**

The appraisal generally demonstrates accuracy in its factual presentation and mathematical calculations. However, two notable errors are present.

On page 41, the zoning is incorrectly labeled “MUF-19; Exclusive Farm Use” when the correct designation is Multi-Use Forest; the explanatory text that follows the label is correct.

The comparable sales summary table header uses “Price/SF” when the reported unit values (\$9,651, \$13,772, \$20,000, etc.) are clearly price per acre. The narrative consistently and correctly discusses the comparables on a per-acre basis, but the column label should read “Price/AC” to avoid misreading. None of these errors affect the value conclusion.

The comparable data connects well with the value conclusions.

### **ADEQUACY**

**Adequacy means is the appraisal report under review adequately documented, supported, verified, researched and analyzed?**

**See USPAP Standards Rule 2-1(b) and 2-2(a&b).** The data is adequate for this specialized property type. Four of the comparables are floodplain/wetland-encumbered with all of the comparables purchased for conservation, recreation, or agricultural use. The data set provides sufficient support.

**APPRAISAL REVIEW – WEST HAYDEN ISLAND PROPERTY (cont.)**

The financial feasibility analysis is thorough, testing four alternative uses with contractor-sourced cost estimates. Qualitative adjustments are well-supported. The report is well-researched and analyzed.

**RELEVANCE**

**Relevance means, was the appraisal report relevant to the value conclusion and was it linked to the conclusion as well as applicable, useful and significant?**

The comparable data is relevant and directly supports the value opinion. Comparable 5 (2016, Battle Ground, WA, industrial zoning, wetland mitigation bank) is the weakest given its age and specialized buyer motivation. Comparable 6 is also significantly dated. Their inclusion in the data set is somewhat questionable due to age and lack of market conditions adjustment though their role as upper bracket indicators is noted. The lack of a market conditions adjustment decision is explained through level value trends for limited-use properties and is marginally acceptable as encumbered properties like these trade infrequently and are less prone to market influences.

Given the scarcity of comparable transactions, the appraiser's broad geographic and temporal search is appropriate and the assembled data set is meaningful.

**REASONABLENESS**

**Reasonableness means does the appraisal report under review produce a realistic and credible conclusion? Does it make common sense and is it rational, fair and suitable? An appraisal should be balanced presenting both positive and negative attributes of the subject.**

The subject is a 65-acre floodplain/wetland-encumbered vacant tract with 6,015 LF of river frontage, no utilities, and limited seasonal vehicular access. The buyer pool is shallow – primarily conservation organizations and public agencies – which supports the appraiser's broad comparable search.

The six comparable sales range from \$9,651 to \$33,633/acre. The appraiser concluded \$20,000/acre anchored to Comparable 4, supported by the subject's superior river frontage and Portland-area location. Upper-bracket comparables (\$33,006–\$33,633/acre) are adequately explained as superior, and lower-bracket sales (\$9,651–\$20,000/acre) are well-supported. The \$1,300,000 conclusion is bracketed and the qualitative reconciliation is logical and reasonable.

Concluded within the appraisal report was a **well-supported and reasonable value conclusion**.

**CONCLUSION**

The report is compliant with USPAP and ODOT ROW Manual requirements. The identified errors (zoning label, price/acre column header, and five-year sales history notation) are presentation issues that do not affect value. The value conclusion of \$1,300,000 is well-supported and the report is compliant and reasonable.



A modern  
connection  
for a growing  
community



# Due Diligence Summary Report

## West Hayden Island

December 2025



**Final**

**Due Diligence Summary Report**

**West Hayden Island**



## Due Diligence Summary Report

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# APPENDICES

Appendix A: Historic Built Environment Assessment

Appendix B: Archaeological Resource Assessment

Appendix C: Wetland and Habitat Delineations

Appendix D: Environmental Site Assessment Reports



## ACRONYMS AND ABBREVIATIONS

Acronym/Abbreviation	Definition
CRBA	Columbia River Bridges and Approaches
DSL	Oregon Department of State Lands
FAC	facultative
FACU	facultative upland
FACW	facultative wet
HBE	historic built environment
IBR	Interstate Bridge Replacement
PAH	polycyclic aromatic hydrocarbon
PCB	polychlorinated biphenyl
RBC	risk-based concentration
WHI	West Hayden Island



## 1. INTRODUCTION

The Interstate Bridge Replacement (IBR) Program is a renewal of the previously suspended Columbia River Crossing project. The IBR Program would replace the aging Interstate Bridge across the Columbia River with a modern, seismically resilient, multimodal structure. The proposed infrastructure improvements would be located along a 5-mile stretch of the Interstate 5 corridor in Portland, Oregon, and Vancouver, Washington.

The IBR Program team is made up of several regional transportation partners, including the Oregon Department of Transportation, Washington State Department of Transportation, Clark County Public Transportation Benefit Area (C-TRAN), Tri-County Metropolitan Transportation District (TriMet), Oregon Metro, Southwest Washington Regional Transportation Council, the Cities of Portland and Vancouver, and the Ports of Portland and Vancouver.

The IBR Program includes a series of projects within a 5-mile stretch of Interstate 5 near milepost 306 in Oregon, extending north to approximately milepost 2.75 in Washington. The projects would be implemented over a period of several years, starting with the construction of the Columbia River bridges, referenced as “Package 1.” Package 1 includes a new pair of bridges—one for northbound and one for southbound travel—over the Columbia River built west of the existing Interstate Bridge. Package 1 also includes interchange improvements and connections to State Route 14 in Vancouver, Washington, and to Hayden Island in Portland, Oregon. When all traffic is moved to the new Columbia River bridges, the existing Interstate Bridge (both spans) would be removed.

### 1.1 Purpose and Need

This Due Diligence Summary Report describes and summarizes the due diligence process for parcels 2N1E19 300 and 2N1E30 300 (a total area of 64.2 acres) on West Hayden Island (WHI) that the IBR Program is considering purchasing for the purpose of mitigation. The mitigation efforts on WHI would be a component of an overall mitigation plan to compensate for unavoidable impacts to wetlands, waters, and the habitat of protected species associated with the completion of the IBR Program’s projects, including the construction of the Columbia River Bridges and Approaches (CRBA) (Package 1).

### 1.2 Resources Analyzed

The IBR Program, through the Oregon Department of Transportation, has applied to purchase parcels owned by the Oregon Department of State Lands (DSL) on the western shoreline of WHI. Table 1 identifies the documentation required during the due diligence process. The table lists and describes each task and identifies the parties responsible for performing it.



## Due Diligence Summary Report

Table 1. Due Diligence Process Tasks for West Hayden Island

Task	Responsible Party	Description
Phase I Environmental Report	IBR	Describes existing and historical land use.
Phase II Environmental Report	IBR	ESA Phase II sampling report.
Habitat Delineation	IBR	Describes habitat types, including wetlands, and species observed during site visits on July 8, 9, 10, and 30, 2025.
Archaeology/Cultural Assessment	IBR/DSL	Describes the archaeology, tribal, and cultural assessment of the site.
Appraisal	IBR	Appraisal report.
Title and Escrow	IBR	Buyer customarily determines who handles title and escrow.
Mineral Right Sale	IBR	IBR Program to determine whether they need mineral rights for the property. If so, an application needs to be submitted in time to get DOGAMI report by the end of 2025.
DOGAMI	DSL	If the IBR Program needs mineral rights, DSL will contact DOGAMI for a report on Hayden Island site.
Land Board Approval	DSL	DSL has held a slot at the February 2026 Land Board meeting for final approval and possible mineral rights sale.
Purchase and Sale Agreement	DSL/IBR/DOJ	DSL will work with DOJ to create the Purchase and Sale Agreement.
Closing	IBR/DSL	IBR Program has stated goal of closing sale before year end 2025.

DOGAMI = Oregon Department of Geology and Mineral Industries; DOJ = Department of Justice; DSL = Oregon Department of State Lands; ESA = Environmental Site Assessment; IBR = Interstate Bridge Program

## 2. RESULTS AND CONCLUSIONS

The IBR Program has prepared the following due diligence reports, appended to this summary report:

- Historic Built Environment (Appendix A)
- Archaeological Resource Assessment (Appendix B)
- Wetland and Habitat Delineations (Appendix C)
- Environmental Site Assessment (ESA) Reports (Appendix D)
  - Phase I ESA Report



## Due Diligence Summary Report

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### ➤ Phase II ESA Report

Summaries of each report are provided below. Detailed results from the reports are included as appendices to this summary report.

## 2.1 Cultural Resources

The IBR Program team assessed the historic built environment (HBE) and potential archaeological resources, within the parcels. The team reviewed archival records and databases, performed a site visit, and used visual analyses of maps and aerial photos to determine HBE and archaeological resources.

The assessments identified no known archaeological resources and determined the presence of archaeological deposits within the parcel boundaries to be highly unlikely. The HBE report identified pile dikes within the parcels' footprint that may require consideration under Section 106 of the U.S. National Historic Preservation Act. Refer to Appendices A and B for more details on the methodology used to determine resources and findings.

## 2.2 Wetland and Habitat Delineations

Wetland and habitat delineation surveys were conducted in July 2025 for the parcels that would be purchased from DSL for the IBR Program mitigation requirements. Surveys were conducted to identify and delineate the boundaries of existing wetlands and waters, identify existing wildlife habitat functions, find opportunities for improvements, and document species observed during each site visit. Based on the methods described below, four wetlands and a reach of the Columbia River were identified within the DSL parcels.

The study area is predominantly undeveloped, with a mosaic of native and invasive plant species. It contains forested, scrub-shrub, and emergent habitat types. Vegetation includes deciduous forest dominated by black cottonwood (*Populus trichocarpa*) (facultative [FAC]), Oregon ash (*Fraxinus latifolia*) (facultative wet [FACW]), and Pacific willow (*Salix lasiandra*) (FACW); grasslands dominated by reed canary grass (*Phalaris arundinacea*) (FACW); and scrub-shrub dominated by red twig dogwood (*Cornus sericea*) (FACW) and trailing blackberry (*Rubus ursinus*) (facultative upland [FACU]).

The parcels have small unpaved roadways that traverse the study area and are mostly overgrown and periodically maintained. There are three expansive sand mounds visible in aerial imagery that are believed to have been placed as pile dikes (Figure 7a in Appendix C). The sand mounds from east to west are 1.8 acres, 1.57 acres, and 0.74 acres, for a total of 4.1 acres. There are several areas along the southern shoreline that show human influence, including four derelict vessels and approximately 80 pilings that are no longer in use.

The wetland and habitat delineations documented four wetlands within the study area, for a total of 13.5 acres. A single surface water, the Columbia River, is located within the study area. The ordinary high-water mark of the Columbia River was delineated within and adjacent to the study area. The Columbia River in the study area is an unconsolidated shore, tidal riverine, permanently flooded water



regime (R1UBV) an unconsolidated shore, tidal riverine, regularly flooded water regime (R1USQ) water and extends approximately 5,894 linear feet from the eastern extent to the western extent. Refer to the Wetland and Habitat Delineation report in Appendix C for more details.

## 2.3 Environmental Assessment Reports

### 2.3.1 Phase I Environmental Assessment

A Phase I ESA was performed on two parcels located on WHI, identified as IBR-2N1E19-00300 and IBR-2N1E30-0030. The Phase I ESA focused on property that the IBR Program may acquire to use as a mitigation site.

Based on historical research, neither parcel showed signs of development between 1935 and 2023. Aerial imagery and state regulatory databases revealed no evidence of past use or storage of hazardous substances or petroleum products on the parcels. A review of regulatory information indicated that several nearby sites were identified in the regulatory record databases; however, based on regulatory status and distance from the subject property, none of the sites identified appear to present a recognized environmental condition based on Phase I ESA standards (ASTM International Standard E1527-21).

Based on research, the placement of spur dikes and associated dredge spoils in the 1920s was completed to control river channel flow and add more upland area to Hayden Island (Port of Portland 1993; DEA 2020). The unknown source and environmental disposition of the spoils are considered a recognized environmental condition for the subject property. Based on the Phase I research and the unknown nature of the conditions of the materials used to create the spur dikes, a Phase II investigation was conducted. Refer to Appendix D for additional information.

### 2.3.2 Phase II Environmental Assessment

A Phase II ESA was conducted on DSL property located on WHI in September 2025. Refer to Appendix D for additional information.

1. The Phase II ESA evaluated subsurface conditions on the subject property. Soil samples were collected by direct-push drill rig to a depth of 10 to 25 feet below ground surface in six locations; four borings were advanced on the spur dikes and two were advanced in the low-lying vegetated areas between the spur dikes. Soil samples were analyzed for polycyclic aromatic hydrocarbons (PAHs), polychlorinated biphenyls (PCBs), pesticides, metals, and tributyltin.
2. Analytical testing of soil samples indicated the following:
  - a. PAHs, PCBs, pesticides, and tributyltin were not detected in soil samples.
  - b. Metals were detected in each sample analyzed. Metals concentrations were less than the excavation worker risk-based concentration (RBC) in each sample. No impact on the health of excavation workers would be expected.



## Due Diligence Summary Report

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- c. In samples WHI-B-3-9 and WHI-B-6-8 (located in low-lying areas between spur dikes), concentrations of arsenic, cadmium, lead, manganese, and zinc were greater than their respective clean fill screening levels, plant RBCs, and invertebrate RBCs. In these locations, any soil removed may not be able to be exported from the site as clean fill and/or if exposed the soils may impact plant or invertebrate life.
3. Groundwater was not encountered during the subsurface investigation, though saturated silts and silty sands were noted near 10 feet below ground surface in WHI-B-3 and WHI-B-6.

Results suggest that dredge spoils used to construct the spur dikes are not a source of contamination on the subject property. If soil in the low-lying areas between the spur dikes is to be removed, a contaminated media management plan should be developed, and the remaining exposed soils should be evaluated for potential impacts on ecological receptors.

## 2.4 Conclusion

The purchase of DSL parcels would satisfy the City of Portland and Oregon Department of Fish and Wildlife mitigation requirements for the CRBA (Package 1), and future construction packages in Oregon by:

- Implementing a Conservation Easement for City of Portland for environmental zone impacts associated with the CRBA construction package.
- Agreement with Oregon Department of Fish and Wildlife for aquatic resource impacts.
- Future permittee-responsible mitigation through restoration and enhancement projects for future phases of the IBR Program.

Future restoration planning efforts need to be considered, as follows:

- If soil in the low-lying areas between the spur dikes is to be removed, a contaminated media management plan should be developed, and the remaining exposed soils should be evaluated for potential impacts on ecological receptors.
- Any grading in these low-lying areas should keep grading depth shallow to avoid exposing contaminated soil that occurs at 10 feet below ground surface.
- Future mitigation planning must consider the ecological risk of exposure to species because of the occurrence of metal concentrations in the soil.
- The IBR Program's restoration actions and goals will be informed by the ecological risk assessments process to avoid adverse consequences of future mitigation efforts on WHI.



### 3. REFERENCES

DEA (David Evans and Associates) 2020. Memorandum: Review of West Hayden Island South Shoreline. Prepared by DEA for Oregon DSL. July 2020.

Port of Portland. 1993. West Hayden Island Environmental Site Assessment. Prepared by CH2M Hill. January 1993.



# **APPENDIX A HISTORIC BUILT ENVIRONMENT ASSESSMENT**



# **APPENDIX B ARCHAEOLOGICAL RESOURCE ASSESSMENT**



# APPENDIX C WETLAND AND HABITAT DELINEATIONS



# **APPENDIX D ENVIRONMENTAL SITE ASSESSMENT REPORTS**

**Interagency  
Purchase and Sale Agreement  
65338 - LS**

This agreement for the purchase and sale of real property ("**Agreement**"), made between the State of Oregon, acting by and through its Department of State Lands ("**Seller**") and the State of Oregon, acting by and through its Department of Transportation ("**Buyer**"), is effective when fully executed by Seller and Buyer (the "**Effective Date**").

Seller and Buyer, each a "**Party**" and collectively, the "**Parties**" agree as follows:

- 1. Authority.** This Agreement is entered into pursuant to the authority granted by ORS 190.110 and 270.100, allowing state agencies to enter into agreements with other state agencies to cooperate in performing duties, exercising powers or administering policies or programs.
- 2. Agreement to Purchase and Sell.** Seller shall sell to Buyer and Buyer shall purchase from Seller the real property located in Multnomah County, Oregon, consisting of approximately sixty-five (65) acres of Historically Filled Lands (as defined in OAR 141-068-0010(13)), depicted as "DSL South Shore Filled Land Property" in the attached **Exhibit A** and described in the attached **Exhibit B** (the "**Property**"), subject to the terms and conditions of this Agreement.
- 3. Purchase Price.** Buyer shall pay to Seller ONE MILLION THREE HUNDRED THOUSAND DOLLARS AND ZERO CENTS (USD \$1,300,000.00) in cash ("**Purchase Price**") at Closing. Buyer shall deposit the Purchase Price with the Escrow Agent on or before the Closing Date for delivery to Seller upon satisfaction of Seller's obligations hereunder.
- 4. Conveyance by Statutory Quitclaim Deed.** At Closing, Seller shall transfer all right, title and interest in the Property to Buyer by statutory quitclaim deed substantially in the form provided in **Exhibit C** (the "**Deed**"), without reserving Mineral and Geothermal Resource rights (as defined in ORS 273.775(1) and (2), respectively) to Seller. Seller shall deposit the Deed with the Escrow Agent on or before the Closing Date for delivery to Seller upon satisfaction of Buyer's obligations hereunder. At Closing, Buyer shall submit the Deed to the Multnomah County Clerk's Office for recording in the Official Records of Multnomah County (the "**Official Records**").
- 5. Condition of Property.** Buyer acknowledges that it has examined the Property and any access thereto to its own satisfaction and has formed its own opinion as to the condition and value thereof. **Buyer is acquiring the Property in the condition existing at the time of Effective Date, "AS-IS", with all defects.** Buyer acknowledges and agrees that Seller does not make any representations or warranties of any kind whatsoever, either express or implied, with respect to the condition of the Property, including any access thereto, and Seller shall have no liability relating to the condition of the Property.

**6. Due Diligence/Conditions Precedent to Closing.****[Lawfully Established Unit of Land]****[Title Report/SORT]****[Inspections/Environmental Assessment]****[Other?]**

6.1 Seller's Conditions: Seller's obligation to close is conditioned upon:

- (a) Buyer's performance of all of its obligations under this Agreement, unless waived by Seller;
- (b) The City of Portland and/or Multnomah County designating the Property as a Lawfully Established Unit of Land (as defined in ORS 92.010(3)), or otherwise identifying requirements to accomplish such designation, and
- (c) Review and approval of the transaction contemplated herein by the Oregon State Land Board.

6.2 Buyer's Conditions: Buyer's obligation to close is conditioned upon:

- (a) Seller's performance of all of its obligations under this Agreement, unless waived by Buyer;
- (b) The City of Portland and/or Multnomah County designating the Property as a Lawfully Established Unit of Land (as defined in ORS 92.010(3)), or otherwise identifying requirements to accomplish such designation;
- (c) Buyer receiving a Record of Decision from \_\_\_\_\_, for \_\_\_\_\_, stating or requiring \_\_\_\_\_;
- (d) Buyer receiving all necessary funding from all funding sources to pay the Purchase Price for the Property and all other charges incurred by Buyer under this Agreement; and
- (e) Buyer obtaining all necessary approvals to acquire the Property.

**7. Compliance with DAS' Division 45 Rules.**

**8. Title Insurance.** Buyer is responsible for obtaining and paying the premium for any title insurance policy (the "***Title Policy***") Buyer desires to obtain for the Property.

**9. Escrow Instructions.** Upon execution of this Agreement, the Parties shall deposit an executed counterpart of this Agreement with \_\_\_\_\_ of \_\_\_\_\_ County in

\_\_\_\_\_ (the “*Escrow Agent*”). Seller and Buyer shall execute such reasonable additional and supplementary escrow instructions as may be appropriate to enable Escrow Agent to comply with the terms of this Agreement; however, in the event of any conflict between the provisions of this Agreement and any supplementary escrow instructions, the terms of this Agreement will control.

**10. Closing.** The closing of the sale and purchase of the Property (the “*Closing*”) must be held and delivery of all items to be made at the Closing must be made at the offices of Escrow Agent on or before, or such later date and time as Buyer and Seller may mutually agree upon in writing, time not being of the essence (the “*Closing Date*”).

**11. Transaction and Closing Costs.**

11.2 Buyer is solely responsible for paying the following:

- 11.2.1 escrow fees;
- 11.2.2 document preparation fees;
- 11.2.3 recording fees;
- 11.2.4 the premium for any Title Policy.
- 11.2.5 property appraisal
- 11.2.6 Phase I environmental report

11.3 Buyer and Seller shall equally split the costs related to the City of Portland and/or Multnomah County designating the Property as a Lawfully Established Unit of Land (as defined in ORS 92.010(3), or otherwise identifying requirements to accomplish such designation;.

**12. Seller’s Representations and Warranties.** Seller’s representations and warranties provided in this Section 12 are true and accurate, are not misleading, will be continuing, and will be true and correct as of Closing with the same force and effect as if remade by Seller in a separate certificate at that time. In addition to any express agreements of Seller contained elsewhere in this Agreement, the following constitute representations and warranties of Seller to Buyer:

- 12.1 Seller has the legal power, right, and authority to enter into this Agreement and deliver the Deed described in this Agreement; and
- 12.2 This Agreement and the Deed to be executed by Seller are and will be valid, legally binding obligations of and enforceable against Seller in accordance with their terms.

**13. Buyer’s Representations and Warranties.** Buyer’s representations and warranties provided in this Section 13 are true and accurate, are not misleading, will be continuing, and will be true and correct as of Closing with the same force and effect as if remade by Buyer in a separate certificate at that time. In addition to any express agreements of Buyer contained

elsewhere in this Agreement, the following constitute representations and warranties of Buyer to Seller:

- 13.1 The person(s) executing this Agreement on behalf of Buyer have the legal power, right, and actual authority to bind Buyer to the terms and conditions of this Agreement; and
- 13.2 This Agreement is a valid, legally binding obligation of, and enforceable against Buyer in accordance with its terms.

**14. Brokers.** Seller and Buyer each hereby represent and warrant to the other that it did not employ or use any broker or finder to arrange or bring about this transaction and that there are no claims or rights for brokerage commissions or finders fees in connection with the transactions contemplated by this Agreement.

**15. Amendment and Modification.** This Agreement may be amended, modified, or supplemented only by a written agreement signed by Buyer and Seller.

**16. Notices.** All notices permitted hereunder must be in writing and must be served on the Parties at the following addresses:

Seller: Oregon Department of State Lands  
 Real Property Program, Attn: John Gessner  
 951 SW Simpson Avenue, Suite 104  
 Bend, OR 97702  
 Email: john.gessner@dsl.oregon.gov

Buyer: Oregon Department of Transportation  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 Email: \_\_\_\_\_

Any such notices may be sent by: (a) certified mail, return receipt requested, in which case notice will be deemed delivered five (5) business days after deposit, postage prepaid in the U.S. mail; or (b) a nationally recognized overnight courier, in which case notice will be deemed delivered one business day after deposit with such courier; or (c) facsimile transmission, in which case notice will be deemed delivered upon electronic verification that transmission to recipient was completed.

Method of delivery	When notice deemed delivered
In person (including by messenger service)	the day delivered, as evidenced by signed receipt

Email	the day sent (unless sent after 5:00 p.m., P.S.T., in which case the email shall be deemed sent the following business
US Mail (postage prepaid, registered or certified, return receipt requested)	the day received, as evidenced by signed return receipt
Courier delivery (by reputable commercial courier)	the day received, as evidenced by signed receipt

If the deadline under this Agreement for delivery of a notice is a Saturday, Sunday or federal or State of Oregon holiday, such deadline shall be deemed extended to the next business day.

**17. Personal Property.** There is no personal property included in this purchase and sale.

**18. Successors and Assigns.** This Agreement shall be binding upon and inure to the benefit of the Parties, and their respective successors in interest and assigns, but in no event shall any Party be relieved of its obligations under this Agreement without the express written consent of the other Party.

**19. Termination.**

19.1 This Agreement may be terminated at any time by mutual written agreement of the Parties.

19.2 A Party may terminate this Agreement for any reason upon 30 days written notice to the other Party.

19.3 A Party may terminate this Agreement immediately upon written notice to the other Party, or at such later date as the terminating Party may specify in such notice federal or state laws, rules, regulations or guidelines are modified or interpreted in such a way that the terminating Party's performance under this Agreement is prohibited or the terminating Party is prohibited from paying for such performance from the planned funding source.

**20. Counterparts.** This Agreement may be executed in two or more fully or partially executed counterparts, each of which will be deemed an original binding the signer thereof against the other signing Parties, but all counterparts together will constitute one and the same instrument.

**21. Entire Agreement.** This Agreement and any other document to be furnished pursuant to the provisions of this Agreement embody the entire agreement and understanding of the Parties as to its subject matter. There are no restrictions, promises, representations, warranties, covenants, or undertakings other than those expressly set forth or referred to in such documents. This Agreement and such documents supersede all prior agreements and understandings among the Parties with respect to the subject matter of this Agreement.

**22. Severability.** Any term or provision of this Agreement that is invalid or unenforceable in any jurisdiction will, as to such jurisdiction, be ineffective to the extent of such invalidity or

unenforceability without rendering invalid or unenforceable the remaining terms or provisions of this Agreement.

**23. Liability and Insurance.** The Parties understand that each is insured with respect to tort liability by the State of Oregon Insurance Fund, a statutory system of self-insurance established by ORS Chapter 278, and subject to the Oregon Tort Claims Act (ORS 30.260 to 30.300). Each Party accepts that coverage as adequate insurance of the other Party with respect to personal injury and property damage. Any tort liability claim, suit, or loss resulting from or arising out of the Parties' performance of, or activities under, this Agreement will be allocated, as between the Parties, in accordance with law, by the Department of Administrative Services, Risk Management, for purposes of the Parties' respective loss experiences and subsequent allocation of self-insurance assessments under ORS 278.435. Each Party shall notify Risk Management and the other Party in the event a Party receives notice or knowledge of any claims arising out of the Parties' performance of, or activities under, this Agreement.

**24. DAS Reporting Requirement.** Seller shall be the Reporting Party for purposes of ORS 190.115, Summaries of Agreements of State Agencies. Seller shall submit a summary of this Agreement to the Oregon Department of Administrative Services through [OregonBuys](#) within the 30-day period immediately following the Effective Date of the Agreement.

**25. Records.** The Parties shall create and maintain records documenting their performance under this Agreement. The Oregon Secretary of State's Office, the federal government, the other Party, and their duly authorized representatives shall have access to the books, documents, papers, and records of a Party that are directly related to this Agreement for the purposes of making audit, examination, excerpts, and transcripts for a period of six years after termination of this Agreement.

**26. Survival.** The Parties intend that Sections 5 (Condition of Property), 11 (Transaction and Closing Costs), 12 (Seller's Representations and Warranties), 13 (Buyer's Representations and Warranties), 14 (Brokers), 21 (Entire Agreement), 23 (Liability and Insurance), 24 (DAS Reporting Requirements), 25 (Records) and 26 (Survival) of this Agreement will survive Closing and will not merge into the Deed and the recordation of the Deed in the Official Records.

THE PROPERTY DESCRIBED IN THIS INSTRUMENT MAY NOT BE WITHIN A FIRE PROTECTION DISTRICT PROTECTING STRUCTURES. THE PROPERTY IS SUBJECT TO LAND USE LAWS AND REGULATIONS THAT, IN FARM OR FOREST ZONES, MAY NOT AUTHORIZE CONSTRUCTION OR SITING OF A RESIDENCE AND THAT LIMIT LAWSUITS AGAINST FARMING OR FOREST PRACTICES, AS DEFINED IN ORS 30.930, IN ALL ZONES. BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON TRANSFERRING FEE TITLE SHOULD INQUIRE ABOUT THE PERSON'S RIGHTS, IF ANY, UNDER ORS 195.300, 195.301 AND 195.305 TO 195.336 AND SECTIONS 5 TO 11, CHAPTER 424, OREGON LAWS 2007, SECTIONS 2 TO 9 AND 17, CHAPTER 855, OREGON LAWS 2009, AND SECTIONS 2 TO 7, CHAPTER 8, OREGON LAWS 2010. 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 THAT THE UNIT OF LAND BEING

TRANSFERRED IS A LAWFULLY ESTABLISHED LOT OR PARCEL, AS DEFINED IN ORS 92.010 OR 215.010, TO VERIFY THE APPROVED USES OF THE LOT OR PARCEL, TO VERIFY THE EXISTENCE OF FIRE PROTECTION FOR STRUCTURES AND TO INQUIRE ABOUT THE RIGHTS OF NEIGHBORING PROPERTY OWNERS, IF ANY, UNDER ORS 195.300, 195.301 AND 195.305 TO 195.336 AND SECTIONS 5 TO 11, CHAPTER 424, OREGON LAWS 2007, SECTIONS 2 TO 9 AND 17, CHAPTER 855, OREGON LAWS 2009, AND SECTIONS 2 TO 7, CHAPTER 8, OREGON LAWS 2010.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the last date below.

**Seller:**

Oregon Department of State Lands

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**Buyer:**

Oregon Department of Transportation

By: \_\_\_\_\_

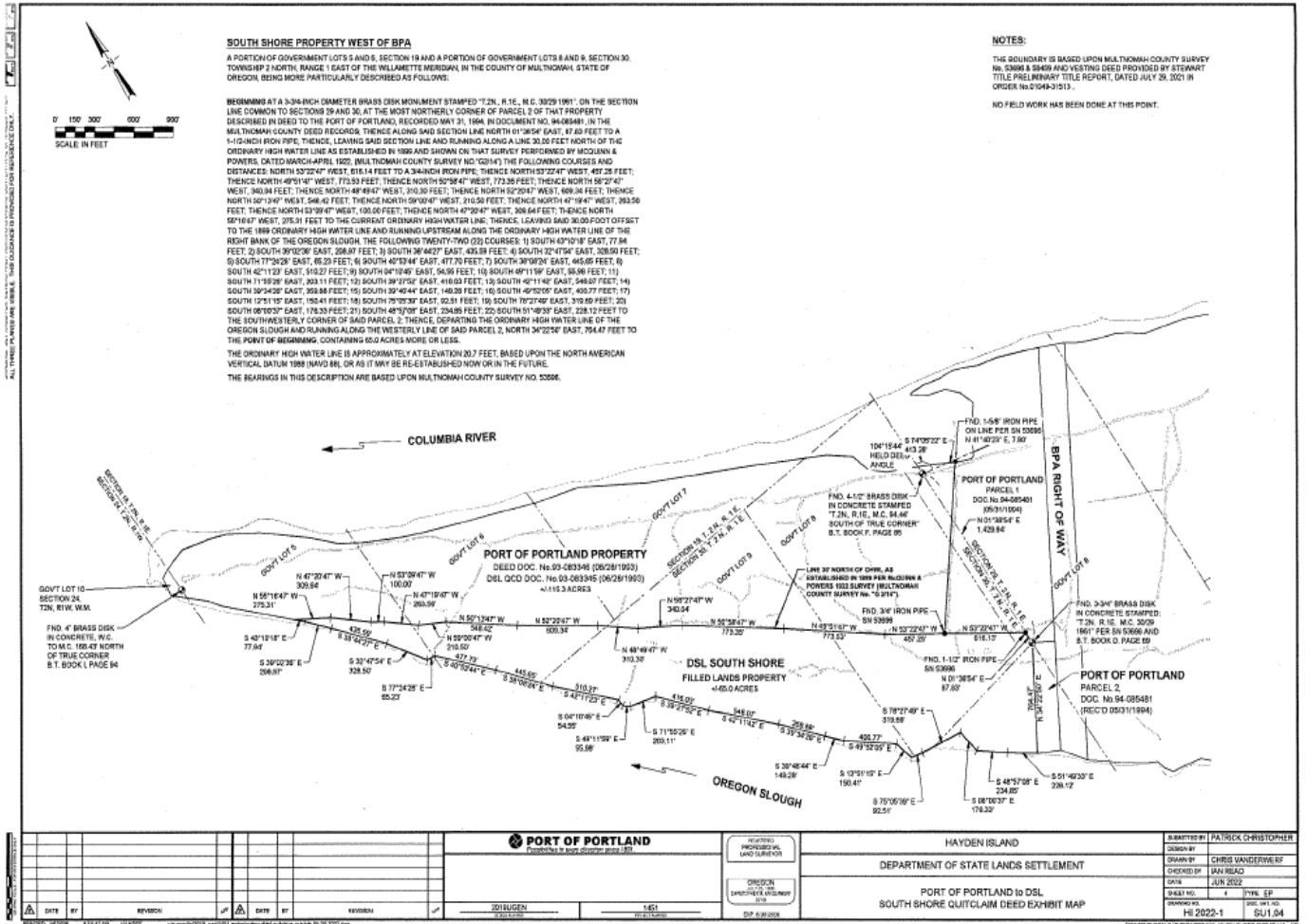
Title: \_\_\_\_\_

Date: \_\_\_\_\_

**Exhibits:**

- Exhibit A – Graphic Depiction of Property
- Exhibit B – Legal Description of Property
- Exhibit C – Sample Form of Deed

# EXHIBIT A (Graphic Depiction of Property)



**EXHIBIT B**  
**(Legal Description of Property)**

A PORTION OF GOVERNMENT LOTS 5 AND 6, SECTION 19 AND A PORTION OF GOVERNMENT LOTS 8 AND 9, SECTION 30, TOWNSHIP 2 NORTH, RANGE 1 EAST OF THE WILLAMETTE MERIDIAN, IN THE COUNTY OF MULTNOMAH, STATE OF OREGON, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

**BEGINNING** AT A 3-3/4-INCH DIAMETER BRASS DISK MONUMENT STAMPED "T.2N., R.1E., M.C. 30/29 1961", ON THE SECTION LINE COMMON TO SECTIONS 29 AND 30, AT THE MOST NORTHERLY CORNER OF PARCEL 2 OF THAT PROPERTY DESCRIBED IN DEED TO THE PORT OF PORTLAND, RECORDED MAY 31, 1994, IN DOCUMENT No. 94-085481, IN THE MULTNOMAH COUNTY DEED RECORDS; THENCE ALONG SAID SECTION LINE NORTH 01°38'54" EAST, 87.83 FEET TO A 1-1/2-INCH IRON PIPE; THENCE, LEAVING SAID SECTION LINE AND RUNNING ALONG A LINE 30.00 FEET NORTH OF THE ORDINARY HIGH WATER LINE AS ESTABLISHED IN 1899 AND SHOWN ON THAT SURVEY PERFORMED BY MCQUINN & POWERS, DATED MARCH-APRIL 1922, (MULTNOMAH COUNTY SURVEY No."G2/14") THE FOLLOWING COURSES AND DISTANCES: NORTH 53°22'47" WEST, 616.14 FEET TO A 3/4-INCH IRON PIPE; THENCE NORTH 53°22'47" WEST, 457.26 FEET; THENCE NORTH 49°51'47" WEST, 773.53 FEET; THENCE NORTH 50°58'47" WEST, 773.35 FEET; THENCE NORTH 56°27'47" WEST, 340.04 FEET; THENCE NORTH 48°49'47" WEST, 310.30 FEET; THENCE NORTH 52°20'47" WEST, 609.34 FEET; THENCE NORTH 50°13'47" WEST, 548.42 FEET; THENCE NORTH 59°00'47" WEST, 210.50 FEET; THENCE NORTH 47°19'47" WEST, 263.56 FEET; THENCE NORTH 53°09'47" WEST, 100.00 FEET; THENCE NORTH 47°20'47" WEST, 309.64 FEET; THENCE NORTH 55°16'47" WEST, 275.31 FEET TO THE CURRENT ORDINARY HIGH WATER LINE; THENCE, LEAVING SAID 30.00-FOOT OFFSET TO THE 1899 ORDINARY HIGH WATER LINE AND RUNNING UPSTREAM ALONG THE ORDINARY HIGH WATER LINE OF THE RIGHT BANK OF THE OREGON SLOUGH, THE FOLLOWING TWENTY-TWO (22) COURSES: 1) SOUTH 43°10'18" EAST, 77.94 FEET; 2) SOUTH 39°02'36" EAST, 208.97 FEET; 3) SOUTH 38°44'27" EAST, 435.59 FEET; 4) SOUTH 32°47'54" EAST, 328.50 FEET; 5) SOUTH 77°24'28" EAST, 65.23 FEET; 6) SOUTH 40°53'44" EAST, 477.70 FEET; 7) SOUTH 38°08'24" EAST, 445.65 FEET; 8) SOUTH 42°11'23" EAST, 510.27 FEET; 9) SOUTH 04°10'45" EAST, 54.55 FEET; 10) SOUTH 49°11'59" EAST, 55.98 FEET; 11) SOUTH 71°55'26" EAST, 203.11 FEET; 12) SOUTH 39°27'52" EAST, 416.03 FEET; 13) SOUTH 42°11'42" EAST, 546.07 FEET; 14) SOUTH 39°34'26" EAST, 359.88 FEET; 15) SOUTH 39°46'44" EAST, 149.28 FEET; 16) SOUTH 49°52'05" EAST, 400.77 FEET; 17) SOUTH 12°51'15" EAST, 150.41 FEET; 18) SOUTH 75°05'39" EAST, 92.51 FEET; 19) SOUTH 78°27'49" EAST, 319.69 FEET; 20) SOUTH 08°00'37" EAST, 176.33 FEET; 21) SOUTH 48°57'08" EAST, 234.85 FEET; 22) SOUTH 51°49'33" EAST, 228.12 FEET TO THE SOUTHWESTERLY CORNER OF SAID PARCEL 2; THENCE, DEPARTING THE ORDINARY HIGH WATER LINE OF THE OREGON SLOUGH AND RUNNING ALONG THE WESTERLY LINE OF SAID PARCEL 2, NORTH 34°22'50" EAST, 764.47 FEET TO THE **POINT OF BEGINNING**, CONTAINING 65.0 ACRES MORE OR LESS.

THE ORDINARY HIGH WATER LINE IS APPROXIMATELY AT ELEVATION 20.7 FEET, BASED UPON THE NORTH AMERICAN VERTICAL DATUM 1988 (NAVD 88), OR AS IT MAY BE RE-ESTABLISHED NOW OR IN THE FUTURE.

THE BEARINGS IN THIS DESCRIPTION ARE BASED UPON MULTNOMAH COUNTY SURVEY NO. 53696.

**EXHIBIT C**  
**(Sample Form of Deed)**

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Space above this line for Recorder's use.

**Statutory Quitclaim Deed**  
(ORS 93.865)

**GRANTOR:**

State of Oregon, acting by and through its  
Department of State Lands  
775 Summer St. NE, Ste. 100  
Salem, OR 97301-1279

**GRANTEE:**

State of Oregon, acting by and through its  
Department of Transportation

**FUTURE TAX STATEMENTS  
SHOULD BE MAILED TO:**

**AFTER RECORDING  
RETURN TO:**

The STATE OF OREGON, acting by and through its Department of State Lands (*Grantor*), releases and quitclaims to the STATE OF OREGON, acting by and through its Department of Transportation (*Grantee*), all right, title and interest in and to the following described real property:

SEE: Exhibit "A", attached hereto and by this reference made a part hereof (the "*Property*").

SUBJECT TO:

**The true and actual consideration for this conveyance is ONE MILLION THREE HUNDRED THOUSAND DOLLARS AND ZERO CENTS (USD \$1,300,000.00).**

BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON TRANSFERRING FEE TITLE SHOULD INQUIRE ABOUT THE PERSON'S RIGHTS, IF ANY, UNDER ORS 195.300, 195.301 AND 195.305 TO 195.336 AND SECTIONS 5 TO 11, CHAPTER 424, OREGON LAWS 2007, SECTIONS 2 TO 9 AND 17, CHAPTER 855, OREGON LAWS 2009, AND SECTIONS 2 TO 7, CHAPTER 8, OREGON LAWS 2010. THIS INSTRUMENT DOES NOT ALLOW USE OF THE PROPERTY DESCRIBED IN THIS INSTRUMENT IN VIOLATION OF APPLICABLE LAND USE LAWS AND REGULATIONS. BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON

ACQUIRING FEE TITLE TO THE PROPERTY SHOULD CHECK WITH THE APPROPRIATE CITY OR COUNTY PLANNING DEPARTMENT TO VERIFY THAT THE UNIT OF LAND BEING TRANSFERRED IS A LAWFULLY ESTABLISHED LOT OR PARCEL, AS DEFINED IN ORS 92.010 OR 215.010, TO VERIFY THE APPROVED USES OF THE LOT OR PARCEL, TO DETERMINE ANY LIMITS ON LAWSUITS AGAINST FARMING OR FOREST PRACTICES, AS DEFINED IN ORS 30.930, AND TO INQUIRE ABOUT THE RIGHTS OF NEIGHBORING PROPERTY OWNERS, IF ANY, UNDER ORS 195.300, 195.301 AND 195.305 TO 195.336 AND SECTIONS 5 TO 11, CHAPTER 424, OREGON LAWS 2007, SECTIONS 2 TO 9 AND 17, CHAPTER 855, OREGON LAWS 2009, AND SECTIONS 2 TO 7, CHAPTER 8, OREGON LAWS 2010.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2026.

STATE OF OREGON, acting by and through its Department of State Lands,

\_\_\_\_\_  
Kaitlin Lovell, Director

STATE OF OREGON                    )  
  )        ss  
County of Marion                    )

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2026 by Kaitlin Lovell, as Director for the Department of State Lands.

\_\_\_\_\_  
*Signature*  
Notary Public for Oregon  
My commission expires \_\_\_\_\_,  
20\_\_\_\_.

Accepted by Grantee in accordance with ORS 93.808

Oregon Department of Transportation

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

STATE OF OREGON                    )  
  )  
County of Marion                    )

ss

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_,  
2026 by \_\_\_\_\_, as \_\_\_\_\_ for the Oregon Department of  
Transportation.

\_\_\_\_\_  
*Signature*  
Notary Public for Oregon  
My commission expires \_\_\_\_\_,  
20\_\_\_\_.

## Exhibit A

### LEGAL DESCRIPTION

A PORTION OF GOVERNMENT LOTS 5 AND 6, SECTION 19 AND A PORTION OF GOVERNMENT LOTS 8 AND 9, SECTION 30, TOWNSHIP 2 NORTH, RANGE 1 EAST OF THE WILLAMETTE MERIDIAN, IN THE COUNTY OF MULTNOMAH, STATE OF OREGON, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

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THE ORDINARY HIGH WATER LINE IS APPROXIMATELY AT ELEVATION 20.7 FEET, BASED UPON THE NORTH AMERICAN VERTICAL DATUM 1988 (NAVD 88), OR AS IT MAY BE RE-ESTABLISHED NOW OR IN THE FUTURE.

THE BEARINGS IN THIS DESCRIPTION ARE BASED UPON MULTNOMAH COUNTY SURVEY NO. 53696.