

**STATE OF OREGON
DEPARTMENT OF STATE LANDS**

REMEDIATION AND HABITAT RESTORATION EASEMENT AGREEMENT

(DSL/DEQ Interagency Agreement)

63825-RAEA

THIS REMEDIATION AND HABITAT RESTORATION EASEMENT AGREEMENT (this "Agreement") is made on this 23rd day of July, 2025 (the "Effective Date"), by and between the State of Oregon, by and through its Department of State Lands ("Grantor"), and the State of Oregon, by and through its Department of Environmental Quality ("Grantee"). Grantor and Grantee are each a "Party" and together the "Parties."

1. EASEMENT

1.1 Easement Area. Grantor is the owner of the certain real property (the "Easement Area"), more fully described as follows and as shown on Exhibit A:

All State-owned submerged and submersible land in the Columbia Slough in Section 5, Township 01 North, Range 01 East, Willamette Meridian, Multnomah County, Oregon, more particularly described as follows:

Beginning at a point on the Northeasterly most corner of Tax Lot 00100 (Multnomah County Assessor's Map No. 1N1E05DC) on the South bank of the Columbia Slough;

thence upstream South 67°15'13" East 158.9 feet, to the True Point of Beginning;

thence North 23°42'43" East 193.4 feet;

thence downstream North 67°00'38" West 1424.2 feet;

thence South 26°47'57" West 228 feet;

thence upstream South 68°22'06" East 1437.3 feet back to the True Point of Beginning, containing 300,881 square feet, more or less, and as shown on the attached Exhibit A.

Total number of acres: 6.9 acres, more or less.

This description is used to establish the approximate location and extent of the area subject to this Department of State Lands authorized use and was not prepared by a licensed surveyor. All locations, bearings, and distances were developed in the Oregon Coordinate Reference System Standard; Oregon Statewide Lambert Conformal Conic, NAD 1983, International Feet, GRS 1980 Spheroid.

1.2 Grant of Easement. Grantor hereby grants to Grantee a non-exclusive easement, subject to the terms and conditions of this Agreement, in, on, under, over, along, and across the Easement Area (the “Easement”), in order to perform the Work (as defined in Section 4.2.1 below), and for no other purpose. The Easement is an easement in gross, and shall not be deemed appurtenant to or for the benefit of any adjacent or nearby property owned, leased or subject to an easement held by Grantee.

1.3 Condition of the Easement Area. Grantee represents that it has inspected the Easement Area and any Improvements thereon (as defined in Section 4.3.5 below) and is fully aware of the nature and extent of any contamination of the Easement Area. Grantee accepts the Easement Area in its present condition, AS IS, and acknowledges that Grantor has made no oral or written representations concerning the condition of the Easement Area or its suitability for any purpose, including the Work.

2. TERM

The term of this Agreement is a period of 30 years (the “Term”), commencing on July 1, 2025 (the “Commencement Date”) and expiring on June 30, 2055, unless terminated earlier as provided in this Agreement.

3. COMPENSATION; OTHER ASSESSMENTS

3.1 Compensation. Concurrently with the execution of this Agreement, Grantee has paid to Grantor, as consideration for the grant of the Easement, the one-time sum of five hundred Dollars (\$500.00). The foregoing amount was determined pursuant to OAR Chapter 141 Division 145.

3.2 Assessments. During the Term of this Agreement, Grantee shall pay all assessments that may be legally charged on public lands and are levied against the Easement Area, whether such assessments have been levied against the Easement Area or Grantor by the assessing agency.

4. USE

4.1 *Intentionally Omitted*

4.2 Work.

4.2.1 *Generally*. The “Work” is the actions that Grantee will perform on the Easement Area as set forth in the “**Work Description**” attached as Exhibit B.

Grantee's performance of the Work on the Easement Area is the only authorized use under this Agreement. Grantee shall perform the Work in accordance with any permits, licenses, certificates, regulations, ordinances, statutes applicable to the Work and related use of the Easement Area.

4.2.2 *Work beyond the Term.* If the Work necessitates activities on the Easement Area beyond the Term of this Agreement, the Parties shall negotiate in good faith the form, terms, and conditions of a subsequent easement authorization from Grantor.

4.2.3 *Submitted Documents.* Grantee shall promptly provide Grantor with a copy of any document concerning the Work or environmental issues associated with the Easement Area submitted by Grantee to any federal, state or local government agency concurrently with the submission.

4.2.4 *Approved Documents.* Grantee shall provide Grantor with a copy of any document concerning the Work or environmental issues associated with the Easement Area, including, without limitation, any related design, plan, or amendment thereof, as soon as practicable.

4.2.5 *Sample Results.* Grantee shall provide Grantor with copies of all validated analytical data generated by the Work, and all reports summarizing such analytical data, as soon as practicable after completion of the sampling.

4.2.6 *Notice of Commencement and Completion of Construction.*

(a) Commencement of construction and other activities. Grantee shall notify Grantor not less than five (5) business days prior to commencing construction, alteration, replacement, major repair, modification, alteration, demolition, and deconstruction within the Easement Area.

(b) Completion of construction and other activities. Grantee shall notify Grantor not less than five (5) business days following completion of construction, alteration, replacement, major repair, modification, alteration, demolition, and deconstruction within the Easement Area. Unless waived by Grantor, Grantee shall provide as-built drawings to Grantor within thirty (30) days of the completion of such activities.

4.2.7 *Annual Reports.* For every full year during the Term of this Agreement, Grantee shall deliver to Grantor, on or before January 31, an annual report regarding the Work, which annual report shall include:

(a) a description of all Work conducted during the previous calendar year;

(b) all validated analytical data generated by the Work, and all reports

summarizing such analytical data not previously provided to Grantor;

(c) a description of all corrective actions required by any governmental agency with jurisdiction over the Work, and a discussion of how Grantee implemented such actions;

(d) a description of all Work expected to be conducted in the current calendar year;

(e) cost estimates for maintaining and monitoring all soil or sediment caps placed in conjunction with the Work and implementing any corrective action required by any governmental entity with jurisdiction over the Work; and

(f) a discussion of any foreseeable barriers to performing the Work.

4.2.8 *Prompt Notice.* Grantee shall give prompt notice to Grantor of the following circumstances and events:

(a) damage to or destruction of the Easement Area or any Improvements;

(b) a release or threatened release of a Hazardous Substance (as defined in Section 4.10.1 below) or a contaminant;

(c) any new discovery of or new information about a problem or liability related to, or derived from, the presence of a Hazardous Substance or a contaminant;

(d) the placement of a lien or other charge on the Easement Area or its Improvements; and

(e) any actual or alleged violation of any law, regulation, or ordinance relevant to the Work.

4.3 Restrictions on Use. In all of its activities on or affecting the Easement Area, Grantee shall:

4.3.1 comply with all laws and regulations applicable to the Work or use of the Easement Area and correct at Grantee's own expense any failure of compliance;

4.3.2 dispose of all waste in a proper manner and not allow debris, garbage or other refuse to accumulate within the Easement Area, and, if Grantee allows debris, garbage or other refuse to accumulate within the Easement Area, allow Grantor to remove the debris, garbage, and other refuse, and collect the cost of such removal from Grantee;

4.3.3 not cut, destroy, or remove, or permit to be cut, destroyed, or removed, any vegetation that may be upon the Easement Area except as set forth in the Work Description or with permission of Grantor, and promptly report to Grantor the cutting or removal of vegetation by other persons;

4.3.4 conduct all operations within the Easement Area in a manner that conserves fish and wildlife habitat, protects water quality, and does not contribute to soil erosion or the growth of noxious weeds;

4.3.5 maintain all facilities and other improvements (each an "Improvement") in a good state of repair;

4.3.6 manage sand and gravel in the Easement Area in a manner consistent with the Work Description, and not remove any sand, gravel, or other mineral resources from the Easement Area for commercial use or sale except as expressly authorized by Grantor;

4.3.7 not unreasonably interfere with the public's trust rights of commerce, navigation, fishing, or recreation; and

4.3.8 not conduct activities on or cause effects to Grantor-owned submerged or submersible lands outside of the Easement Area without authorization by Grantor.

4.4 Improvements by Grantee. Grantee may not construct or place upon the Easement Area any Improvement that exceeds \$15,000.00 in cost or value, unless Grantee has first obtained the prior consent of Grantor, or the Improvement is set forth in the Work Description. All Improvements shall be consistent with the use authorized under Section 4.2.1 above and in compliance with all applicable laws, regulations, and ordinances.

4.5 Removal of Authorized Improvements. Grantee shall remove all authorized Improvements within ninety (90) days after the expiration or earlier termination of this Agreement or modification of this Agreement under Section 5 below, unless otherwise agreed by the Parties or maintenance of the Improvement is set forth in the Work Description. Grantee is responsible for any damage done to the Easement Area as a result of the removal of any Improvement. Any Improvement remaining on the Easement Area after the ninety (90) days shall, at the option of Grantor, become the property of Grantor, unless otherwise agreed by the Parties.

4.6 Removal of Unauthorized Improvements. Grantee shall remove all unauthorized Improvements constructed or placed by Grantee from the Easement Area upon receiving notice from Grantor, unless Grantor, in its sole discretion, elects to remove the Improvements at Grantee's cost and expense.

4.7 Liens. Grantee shall immediately cause to be discharged any lien or other charge placed on the Easement Area or its Improvements, arising directly or indirectly out of Grantee's acts or omissions. Grantor may terminate this Agreement if Grantee fails to discharge any lien or charge or provide Grantor with a sufficient bond covering the full amount of the lien after ten (10) business days' notice to do so by Grantor. Grantee shall pay Grantor for all costs, damages or charges of whatsoever nature necessary to discharge such liens or charges whether the costs, damages, or charges are incurred prior or subsequent to any termination of this Agreement.

4.8 Indemnification. *Intentionally Omitted*

4.9 Waste Water Disposal. *Intentionally Omitted*

4.10 Hazardous Substances.

4.10.1 Except as necessary for the Work, Grantee shall not use, store, generate, release, or dispose of, or allow the use, storage, generation, release, or disposal within the Easement Area or on adjacent state-owned submerged or submersible land of any material that may pose a threat to human health or the environment, including, without limitation, hazardous substances, pesticides, herbicides, or petroleum products (a "Hazardous Substance"), except in strict compliance with applicable laws, regulations, and manufacturer's instructions, and Grantee shall take all necessary precautions to protect human health and the environment and to prevent the release of any Hazardous Substance on or from the Easement Area.

4.10.2 Grantee shall keep and maintain accurate and complete records of the amount of all Hazardous Substances stored or used on the Easement Area.

4.10.3 If any Hazardous Substance is released, and the release arises from or is attributable, in whole or in part, to any operations conducted or allowed by Grantee on the Easement Area, Grantee shall promptly and fully remediate the release in accordance with applicable state and federal regulations and requirements. If Grantee fails to so remediate, Grantor may remove and remediate any release of a Hazardous Substance on or from the Easement Area or attributable to operations or activities conducted or allowed by Grantee on the Easement Area and collect the cost of removal or remediation from Grantee either as additional compensation or as damages. Grantee shall implement any measures Grantor may require to restore the Easement Area, in addition to measures required by the Environmental Protection Agency or any other regulatory authority to remedy the violation.

4.10.4 Grantee shall make Grantor whole for any Claim or costs arising from or related to a release of a Hazardous Substance arising from or attributable, in whole or in part, to any operations conducted or allowed by Grantee on the Easement Area or adjacent state-owned submerged or submersible land.

4.10.5 Grantee's obligations under this Section 4.10 extend to the area in, on, under, or above the Easement Area and adjacent state-owned aquatic lands where a release or the presence of Hazardous Substances may arise from Grantee's use of the Easement Area.

4.10.6 Grantee shall exercise the utmost care with respect to Hazardous Substances and for the foreseeable acts or omissions of third parties with respect to Hazardous Substances, and the foreseeable consequences of those acts or omissions.

4.11 Weed Control. Grantee shall control plant pests and diseases and noxious weeds, including aquatic weeds, within the Easement Area as directed by the local county weed control district, the Oregon Department of Agriculture or any other governmental authority which has authority for the prevention or control, or both, of noxious weeds, plant pests, or diseases, or as may be authorized or directed by Grantor.

4.12 Nondiscrimination. The Easement Area shall be used in a manner, and for such purposes, that assure fair and nondiscriminatory treatment of all persons without respect to race, creed, color, religion, handicap, disability, age, gender, or national origin.

5. MODIFICATIONS OF EASEMENT AREA SIZE OR WORK

5.1 Change of Size or Use of Easement Area. Grantee may, using a form provided by Grantor, request that Grantor amend this Agreement to expand or reduce the size, or change the authorized use, of the Easement Area. Grantor shall process and review requests to amend this Agreement in the same manner as a new Remediation and Habitat Restoration Easement Agreement application.

5.2 Grantee Liable for Violations. Notwithstanding any change in the Easement Area location or size under this Section 5, Grantee shall remain liable for any violation of this Agreement, or damage for which Grantee is responsible under this Agreement, occurring on or affecting lands removed from the Easement Area prior to the amendment removing such lands.

6. RESERVATIONS BY GRANTOR

6.1 Entry; Grantee Records. Grantor may enter the Easement Area at all reasonable times in order to inspect and manage Grantor's interest in the Easement Area, and to evaluate and ensure Grantee's compliance with the terms and conditions of this Agreement. Additionally, if requested by Grantor, Grantee shall allow Grantor to examine pertinent records of Grantee for the purpose of ensuring compliance with this Agreement.

6.2 Minerals. Grantor reserves all rights to coal, oil, gas, geothermal resources, and other minerals, and all deposits of clay, stone, gravel, and sand valuable for building, mining, or commercial purposes including, without limitation, the right to explore, mine, develop, produce, and remove such minerals and other deposits, along with the right of ingress and egress for these purposes, and to terminate this Agreement as to all or any portion of the Easement Area when required for these purposes with one hundred twenty (120) days prior notice to Grantee or as otherwise provided by law.

6.3 Additional Authorizations. Grantor may grant additional easements or use authorizations within the Easement Area, subject to the inclusion in any such grant of easement of a requirement that the grantee thereof take all reasonable precautions to ensure that exercise of such grantee's easement rights does not unreasonably interfere with Grantee's authorized use of the Easement Area under this Agreement.

6.4 Public Access and Recreational Use. The Easement Area shall remain available and open to the public for commerce, navigation, fishing, and recreation unless restricted or closed to public entry as follows:

6.4.1 With prior approval by Grantor, Grantee may restrict public access on and around the Easement Area as necessary to perform the Work, protect the Work from interference or damage arising from public entry, and protect persons and property from harm arising from or in connection to the Work. Grantee shall be responsible for implementing such restrictions, including making public notices, warnings, floats, fencing, or barriers.

6.4.2 With prior approval by Grantor, Grantee shall, at Grantee's expense, provide public notice of access restrictions, including, without limitation, making public notices and installing and maintaining markings, floats, signage, or fencing as necessary or appropriate to protect public safety or navigation during the Work.

6.4.3 With prior approval by Grantor, Grantor and Grantee may reevaluate, at any time during the Term of this Agreement, the extent and duration of closure or restriction on public use of all or any portion of the Easement Area. Grantor may impose greater restrictions on public entry and use of the Easement Area, but may not impose fewer restrictions on public entry and use than required under this Agreement, unless required by law or agreed to by Grantee. If Grantor imposes greater restrictions in accordance with this Section 6.4.3, Grantee shall bear all costs associated therewith.

6.4.4 This reservation does not grant the public any right to use or occupy, without Grantee's permission, Grantee-owned property or structures authorized under this Agreement.

6.5 Reservation of Title. This Agreement does not convey an estate in fee simple. This Agreement grants an easement only, and title remains in the State of Oregon.

6.6 Injunctive Relief. *Intentionally Omitted*

6.7 Other. Grantor reserves all other rights not expressly granted to Grantee under this Agreement.

7. ASSIGNMENTS

7.1 Grantee may not assign this Agreement or enter into any third-party agreement respecting this Agreement or the Easement Area without first obtaining the prior consent of Grantor pursuant to the requirements of OAR Chapter 141, Division 145 and any other applicable OARs. Requests shall be made using an application form required by Grantor and delivered to Grantor at least sixty (60) days prior to the proposed effective date of the assignment. Grantor shall make a good-faith effort to complete its review of Grantee's application within sixty (60) days following receipt. If the application is incomplete, or if Grantor requests additional information concerning the proposed assignment, the time period for reviewing applications may be extended and the proposed assignment may be delayed pending the completion of such review.

7.2 Grantor reserves the right to condition its consent to an assignment as Grantor deems reasonably prudent, including the right to require changes to the terms of this Agreement. Each assignee and third-party interest recipient shall comply with all of Grantee's obligations under this Agreement, and OAR Chapter 141, Division 145 and any other applicable OARs. Grantee shall remain liable for the performance of all obligations under this Agreement unless Grantor's consent expressly releases Grantee from further liability.

8. INSURANCE; TORT LIABILITY; FINANCIAL ASSURANCE

8.1 Parties' Insurance. The Parties understand, acknowledge and agree that:

8.1.1 each is insured with respect to tort liability by the State of Oregon Insurance Fund, a statutory system of self-insurance established by ORS 278, and subject to the Oregon Tort Claims Act (ORS 30.260 to 30.300); and

8.1.2 such coverage is adequate insurance of the other Party with respect to personal injury and property damage.

8.2 Allocation of Tort Liability. 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 Risk Management Division of Oregon's Department of Administrative Services, for purposes of the Parties' respective loss experiences and subsequent allocation of self-insurance assessments under ORS 278.435. A Party shall notify the Risk Management Division and the other Party if the first Party receives notice of any claim arising out of the Parties' performance of, or activities under, this Agreement.

8.3 Subcontractors' Financial Assurance. For any subcontractors Grantee engages to perform any of the Work, Grantee shall require such subcontractors to maintain a surety bond, letter of credit or other financial assurance as required by Exhibit C.

8.4 Funds for Soil or Sediment Cap. If the Work requires or necessitates the construction or modification of a soil or sediment cap:

Grantee has adequate funds in the Hazardous Substances Remedial Action Fund (HSRAF) account in its budget to fully implement the Work, including, without limitation, the costs of maintaining and monitoring the soil or sediment cap and any corrective action required by the State of Oregon or any other local, state, or federal agency with jurisdiction over the Work.

9. DEFAULT

9.1 Default. The following are events of "Default" under this Agreement:

9.1.1 Grantee's failure to comply with or fulfill any term, condition or obligation of this Agreement within thirty (30) days after notice from Grantor specifying the nature of the failure with reasonable particularity; or, in the event of an emergency, within the time specified by Grantor to resolve the emergency (Grantor may, in its reasonable discretion, extend the deadline for curing noncompliance); and

9.1.2 if Grantor in good faith believes that Grantee's material failure to comply with or fulfill any term, condition or obligation of this Agreement has occurred which may imperil Grantor's rights in the Easement Area or the discharge of Grantor's Constitutional obligations with respect to the Easement Area.

9.2 Remedies. Upon a Default by Grantee, Grantor may:

9.2.1 cure Grantee's Default;

9.2.2 require Grantee to perform, at Grantee's expense, additional work necessary to satisfy its performance obligations or meet performance standards under this Agreement;

9.2.3 terminate this Agreement, and recover from Grantee all costs arising out of the termination;

9.2.4 immediately enter upon the Easement Area and take such action as it deems necessary to stop the use or mitigate the injury or damage; and

9.2.5 recover from Grantee all costs related to the Default and Grantor's exercise of any remedies under this Section 9.2.

The remedies in this Section 9.2 are in addition to, and do not exclude, any other remedy available at law or in equity, and the exercise by either Grantor of any one or more of its remedies does not preclude Grantor's exercise at the same or different times of any other remedies for the same Default by Grantee.

10. NOTICES

10.1 Addresses. A Party's address means the address set forth below that Party's signature on this Agreement. Grantor may notify Grantee of a different address for payments of any amounts due to Grantor under this Agreement. Any notices, demands, deliveries, or other communications required under this Agreement shall be made in writing and delivered by one of the methods set forth in Section 10.2 below to a Party's address, unless one Party modifies its Address by notice to the other Party, given in accordance with Section 10.2 below.

10.2 Delivery

Method of delivery	When notice deemed delivered
In person (including by messenger service)	the day delivered, as evidenced by signed receipt
Email or Fax	the day sent (unless sent after 5:00 p.m., P.T., in which case the email or fax shall be deemed sent the following business day)
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.

11. MISCELLANEOUS

11.1 Time is of the Essence. Time is of the essence in relation to the Parties' performance of any and all of their obligations under this Agreement.

11.2 Calculation of Days. Any reference in this Agreement to "days" shall mean calendar days, unless specified as "business days." A business day is any day that is not a Saturday, Sunday, or a federal or State of Oregon holiday.

11.3 Consent. Unless otherwise specifically stated herein, any consent by a Party shall not be unreasonably withheld, conditioned or delayed.

11.4 Integration. This Agreement constitutes the entire agreement between the Parties on the subject matter hereof. The Parties have no understandings, agreements or representations, oral or written, regarding this Agreement that are not specified herein. Notwithstanding the foregoing, this Agreement is not intended to, and does not, alter or dispose of any obligations between the Parties that are not expressly part of the by the specific subject matter hereof.

11.5 Amendments. This Agreement may be amended or modified only by a written instrument signed by both Parties.

11.6 No Waiver of Performance. No waiver by a Party of performance of any provision of this Agreement by the other Party shall be deemed a waiver of nor prejudice the other Party's right to otherwise require performance of the same provision, or any other provision.

11.7 Severability. If any term or provision of this Agreement is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the Parties shall be construed and enforced as if this Agreement did not contain the particular term or provision held to be invalid.

11.8 Counterparts. This Agreement and any amendments hereto may be executed in two or more counterparts, each of which is an original, and all of which together are deemed one and the same document, notwithstanding that both Parties are not signatories to the same counterpart.

11.9 Governing Law; Consent to Jurisdiction. This Agreement is governed by and construed in accordance with the laws of the State of Oregon without regard to principles of conflicts of law.

11.10 Force Majeure. A Party shall not be liable for any delay in performance under this Agreement, other than payment of any money to the other Party, if such delay is caused by strikes, lockouts, riots, floods, explosions, earthquakes, tornados, storms, wars, acts of public enemies, insurrections, acts of God, shortages of labor or materials, or any other such causes not within the control of the first Party.

11.11 No Partnership. *Intentionally Omitted*

11.12 Binding on Successors. This Agreement is binding on and shall inure to the benefit of the successors and assigns of the Parties, but nothing in this Section 11.12 may be construed as a consent by Grantor to any disposition or transfer of this Agreement or any interest in it by Grantee except as otherwise expressly provided in this Agreement.

11.13 Survival. The provisions of this Agreement regarding access to records, governing law, venue and consent to jurisdiction shall survive the expiration or earlier

termination hereof. Additionally, any obligations of Grantee not fully performed upon termination of this Agreement do not cease but continue as obligations of Grantee until fully performed.

11.14 No Intended Beneficiaries. Grantor and Grantee are the only parties to this Agreement and the only parties entitled to enforce its terms.

11.15 Recording of Easement. *Intentionally Omitted*

11.16 Exhibits. The Exhibits listed below are incorporated as part of this Agreement:

Exhibit A: Easement Area
Exhibit B: Work Description
Exhibit C: Subcontractors' Financial Assurance

11.17 Authority. This Agreement is entered into pursuant to the authority granted by ORS 190.110 and 283.110, allowing State of Oregon agencies to enter into agreements with other State of Oregon agencies in order to cooperate in performing duties, exercising powers or administering policies or programs.

11.18 Summary of Agreement to DAS. Within thirty (30) days after the Effective Date, Grantee shall submit a summary of this Agreement to the Oregon Department of Administrative Services, in accordance with ORS 190.115.

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Each person signing this Agreement below on behalf of a Party represents and warrants that he or she is duly authorized by such Party and has legal capacity to do so.

GRANTOR:

The State of Oregon, by and through its Department of State Lands

Signature:	<u>Dana Hicks</u>	Digitally signed by Dana Hicks Date: 2025.07.23 10:24:15 -07'00'	Date: _____
Name:			
Title:	<u>Acting Deputy Director for Operations</u>		

Address:

Street:	775 Summer St NE # 100
City/State/ZIP:	Salem, OR 97301
ATTN:	Deputy Director for Aquatic Resource Management, or successor
Email:	support.services@dsl.oregon.gov

GRANTEE:

The State of Oregon, by and through its Department of Environmental Quality

Signature:  _____ Date: 7/3/25
Name: Kevin Parrett
Title: NW Region Cleanup Program Manager

Address:

Street: 700 NE Multnomah St #600
City/State/ZIP: Portland, OR 97232
ATTN: Sarah Miller, Northwest Region Cleanup Program, or successor
Email: sarah.miller@deq.oregon.gov

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EXHIBIT B

Work Description

Maul Foster & Alongi, Inc. for Oregon Department of Environmental Quality. (December 6, 2024). *90% design report Pacific Carbide sediment remediation Lower Columbia Slough*. Portland, Oregon.

EXHIBIT C

Subcontractors' Financial Assurance

(Any capitalized terms used but not defined in this Exhibit shall have the same meaning as in this Agreement to which this Exhibit is attached.)

During any subcontractor's performance of the Work, the subcontractor shall maintain in force, at its own cost and expense, a surety bond, letter of credit or other financial assurance to secure subcontractor's performance of such Work. This financial assurance shall be in the following form and amount:

Form:

- ☐ Surety bond
- ☐ Letter of credit
- ☒ Other financial assurance: **DEQ will utilize contracts to require subcontractors to demonstrate financial assurances through bonding and insurance. These financial assurance mechanisms are deemed acceptable by DSL pursuant to OAR 141-145-0050(3)(e)**