

DEQ Response to Comments

McCormick & Baxter Prospective Purchaser Agreement with Portland Botanical Gardens

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Document information

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Executive summary

This document is the Oregon Department of Environmental Quality's response to comments received during the formal notice and comment period for the proposed issuance of a Prospective Purchaser Agreement, also called a PPA, to Portland Botanical Gardens for the acquisition and redevelopment of the McCormick & Baxter Creosoting Company Superfund Site. The purpose of this document is to summarize the input provided during the formal notice and comment timeframe, describe DEQ's evaluation of those issues and identify any resulting revisions to the PPA.

Portland Botanical Gardens proposes to "build on the site a community-serving botanical garden with outdoor pathways, pavilions and educational greenhouses showcasing endangered plants, Northwest regional botany collections and general biogeographic exhibits that bring plants and people together." The PPA application and proposal scope was submitted to DEQ in May 2024 and refined and expanded based on early and proactive engagement with Tribal representatives, community groups and the general public.

Key elements of the proposed PPA include:

- Development of research and education focused botanical gardens on a portion of the property and interpretive native plant gardens.
- Development of a Willamette River Greenway trail consistent with federal, state and local jurisdictions' greenway trail requirements.
- Development of an approximately 10-acre green space which will be available to the public free of charge.
- Public access to the Willamette River.
- Habitat improvements and conservation of the existing riverbank riparian forest.
- Site use, development restrictions and monitoring requirements to ensure the cleanup infrastructure is not damaged and will remain protective of human health and the environment.
- Security of the property to protect remedy infrastructure, ensure public safety and minimize or respond to illicit activities, such as theft, vandalism and trash dumping.
- Preparation of a Remedy Monitoring and Maintenance Plan and a Contaminated Media Management Plan for DEQ review and approval.
- Preparation of a Tribal Engagement Plan and a Community Engagement Plan in coordination with Tribal representatives and community members.
- Cash payment to DEQ in the amount of \$1,195,000 for DEQ's use in ongoing cleanup actions and habitat improvements. This payment will recover a portion of past cleanup costs funded by public resources.
- Dedication of an indoor storage space and outdoor staging area for DEQ's use in long-term monitoring, operation and maintenance of the cleanup remedy.
- Prior to acquisition of the property and within one year of the PPA being signed by both parties, submittal of information to DEQ demonstrating that at least \$3 million is available for the development of the site and the botanical gardens. DEQ will review this information prior to making a decision to approve property acquisition.

DEQ received 68 comment submissions during the 60-day formal notice and comment period held from Dec. 1, 2025 through Jan. 30, 2026. Sixty-five of 68 commenters expressed general support for DEQ to enter into a PPA with Portland Botanical Gardens. Comment themes include development compatibility with the current remedy, ongoing Tribal and community engagement, greenway trail and site access, use of DEQ's funds from property transaction compensation and clarifying and consistency of PPA terms and definitions.

DEQ considered all formal comments and incorporated the following changes into the final PPA, which was signed on May 19, 2026.

- Portland Botanical Gardens will develop and implement:
 - A. An Integrated Pest Management Plan that will incorporate integrated pest management practices, including taking all reasonable measures to avoid the use of synthetic pesticides, in its operations of the gardens and management of the green space.
 - B. An invasive screening policy that will incorporate screening criteria to prevent, to the extent practicable, the introduction of invasive species on the upland property.
- The Tribal Engagement Plan and Community Engagement Plan will include opportunities to confer with Portland Botanical Gardens on the Integrated Pest Management Plan and invasive screening policy.
- Minor clarifying updates related to consistency of property descriptions throughout the PPA document.

DEQ thanks everyone who participated in the formal comment period and outreach process and appreciates their time, questions and input. DEQ will continue to provide updates through its [McCormick & Baxter web page](#) and [email list](#) for the site.

Acronyms

DEQ	Oregon Department of Environmental Quality
EPA	United States Environmental Protection Agency
McCormick & Baxter	McCormick & Baxter Creosoting Company Superfund Site
NOAA	National Oceanic and Atmospheric Administration
PPA	Prospective Purchaser Agreement

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1. Background

This document is the Oregon Department of Environmental Quality's responses to comments received during the formal notice and comment period for the proposed issuance of a Prospective Purchaser Agreement, or PPA, to Portland Botanical Gardens for acquisition of a portion of the McCormick & Baxter Creosoting Company Superfund site, commonly referred to as McCormick & Baxter. The purpose of this Response to Comments document is to summarize the input provided during the formal notice and comment timeframe, describe DEQ's evaluation of those issues and identify any resulting revisions to the PPA. The response to comments and the final PPA documents forms part of the administrative record supporting DEQ's decision under Oregon Revised Statute (ORS) 465.327.

The McCormick & Baxter Site is located at 6900 N Edgewater Avenue in North Portland between the University of Portland's Franz River Campus and Metro's future Willamette Cove nature park. The site includes 41 acres of land along the Willamette River (upland) and approximately 23 acres of land within the Willamette River (in-water). The McCormick & Baxter Creosoting Company operated a wood treating facility at the site between 1944 and 1991, when the company declared bankruptcy and ceased operations. The site was heavily contaminated with creosote, metals and other contaminants over decades of industrial use. DEQ declared the site an "Orphan site" in 1992 due to significant human health and environmental risk and lack of a viable responsible party. Orphan sites are properties contaminated by a release of hazardous substances that pose serious threats to human health or the environment and where the parties responsible for the contamination are unknown, unable or unwilling to pay for needed cleanup actions.

The United States Environmental Protection Agency listed the site on the National Priorities List, also known as Superfund, in June 1994 based on information collected by DEQ. EPA designated DEQ as the lead agency for implementing the cleanup while funding for remedial design and construction was primarily provided by EPA. DEQ and EPA worked together throughout the late 1990s and early 2000s to design and construct the cleanup remedy that was memorialized in the March 1996 final cleanup plan called a Record of Decision.

The cleanup was completed in 2005 and included excavation and off-site disposal of contaminated soil, construction of a clean soil cap over the entire site, extraction and treatment of contaminated groundwater, construction of a subsurface (underground) groundwater barrier wall to prevent migration of pollution from the upland portion of the site to the river and capping of contaminated sediment in the Willamette River. Long-term protections and environmental monitoring by DEQ and EPA are ongoing.

DEQ's PPA program was created in 1995 through amendments to the state's Environmental Cleanup Law. The agreement is a tool that expedites the cleanup of contaminated properties and encourages property transactions that would otherwise not likely occur because of the liabilities associated with purchasing a contaminated site. A PPA provides the recipient with a release from liability for claims by the State of Oregon regarding existing hazardous substance releases at or from the property. A PPA in the form of a consent order or consent judgement also provides the recipient with third-party liability protection. A DEQ-issued PPA does not provide

protection from liability under federal law or from liability for any new contamination that may occur after the purchaser or lessee acquires the property. The PPA's primary purpose for McCormick & Baxter is to ensure the current environmental remedy remains protective during and after site redevelopment, address environmental liability and create a substantial public benefit.

1.1 Introduction

Portland Botanical Gardens, a nonprofit organization, submitted an application to enter into a PPA with DEQ for the McCormick & Baxter property in May 2024. The organization proposed to “build on the site a community-serving botanical garden with outdoor pathways, pavilions, and educational greenhouses showcasing endangered plants, Northwest regional botany collections and general biogeographic exhibits that bring plants and people together.” The scope of the proposal was refined and expanded based on proactive and early engagement with Tribal representatives, community groups and the general public. The refined Scope of Work was incorporated into a fully drafted “proposed” PPA in the form of a consent order. Key elements of the proposed PPA Scope of Work to be performed by Portland Botanical Gardens included (prior to the 60-day formal notice and comment period):

- Development of research and education focused botanical gardens on a portion of the property and interpretive native plant gardens.
- Development of a Willamette River Greenway trail consistent with federal, state and local jurisdictions' greenway trail requirements.
- Development of an approximately 10-acre green space which will be available to the public free of charge.
- Public access to the Willamette River.
- Habitat improvements and conservation of the existing riverbank riparian forest.
- Site use and develop restrictions and monitoring requirements to ensure the cleanup infrastructure is not damaged and will remain protective of human health and the environment.
- Security of the property to protect remedy infrastructure, ensure public safety and minimize or respond to illicit activities, such as theft, vandalism and trash dumping.
- Preparation of a Remedy Monitoring and Maintenance Plan and a Contaminated Media Management Plan for DEQ review and approval.
- Preparation of a Tribal Engagement Plan and a Community Engagement Plan in coordination with Tribal representatives and community members.
- Cash payment to DEQ in the amount of \$1,195,000 for DEQ's use in ongoing cleanup actions and habitat improvements.
- Dedication of an indoor storage space and outdoor staging area for DEQ's use in long-term monitoring, operation and maintenance of the cleanup remedy.
- Prior to acquisition of the property, submitting information to DEQ for review and approval demonstrating that at least \$3 million is available for the development of the site and the botanical gardens.

The PPA specifies three phases of site development:

1. **Phase I (planned for 2026 – 2028)** is anticipated to include ongoing conservation of plant habitat and public access to portions of the upland property.
2. **Phase II (planned for 2029 – 2031)** is anticipated to include construction/extension of the Willamette River Greenway trail, development of green space, vertical construction of site buildings and associated amenities.
3. **Phase III (planned for 2032 – 2035)** is anticipated to include completing the botanical gardens and associated infrastructure, including a visitor and learning center and various plant conservatories.

1.2 Formal notice and comment period

DEQ held a 60-day formal notice and comment period which included three virtual public meetings from Dec. 1, 2025 through Jan. 30, 2026. The formal comment period and meeting notices were announced through:

- Email via DEQ's email distribution lists for public notices, the environmental cleanup program and McCormick & Baxter. The initial announcement and reminder emails each reached over 15,000 people.
- Posts in *The Oregonian* newspaper and the *Oregon Bulletin* (former *Secretary of State Bulletin*).
- Outreach to local media outlets. *The Oregonian* and *North Peninsula Review* both published articles that shared information about the formal comment period and public meetings.
- Outreach to community leaders, organizations and individuals. Organizations include the Cathedral Park, Portsmouth, St. Johns and University Park neighborhood associations, Portland Harbor Community Advisory Group, Portland Harbor Community Coalition, Willamette Riverkeeper, Human Access Project, University of Portland and more.
- Outreach to federal, state and local government agencies and elected officials.

DEQ's McCormick & Baxter webpage was regularly updated to provide information about the project, how to comment, links to documents, an up-to-date fact sheet and the proposed PPA in English and Spanish. Supporting documents and webinar recordings were made available in the Oregon Records Management System, which are accessible through the [McCormick & Baxter web page](#) and [Your DEQ Online](#) public records portal.

DEQ invited Tribal representatives from the following Tribes for informational meetings with DEQ and Portland Botanical Gardens: Confederated Tribes of the Grand Ronde, Confederated Tribes of the Siletz Indians, Confederated Tribes of the Warm Springs, Confederated Tribes of the Umatilla Indian Reservation, Nez Perce Tribe and Yakama Nation. DEQ held two exclusive meetings for Tribal representatives on Dec. 10, 2025 and Jan. 14, 2026.

DEQ hosted virtual public meetings on Dec. 11, 2025, Dec. 16, 2025 and Jan. 8, 2026, in which verbal comments could be submitted. A total of 65 people attended these meetings.

2. List of commenters

The following individuals or entities submitted written or verbal comments during the formal notice and comment period:

List of commenters and affiliations

ID #	Commenter	Affiliation
1	Susan Milln	
2	Lisa Manning	
3	Adrian G Stewart	
4	Charity Chesnek	
5	Colleen McClain	
6	Thomas Karwaki, President and Chair	University Park Neighborhood Association
7	Rebecca Lexa, MA, OMN	
8	Joanne Fuller	
9	Carson Trexler	
10	Tabitha Freeman	
11	Jeremiah Jenkins	
12	Gerald Hutfles	
13	Liam Whitworth	
14	James Gould	
15	Susan Toler, Site Manager	Rogerson Clematis Garden
16	Rebecca Lexa, MA, OMN	
17	Kyle Johnson	
18	John Oluwaleye	
19	Kate Mullens and Trevor Koch	
20	Lisa Palmer	
21	Justyne Triest	
22	Rainer Rivenburgh	
23	John Yost	
24	Linda Apperson	
25	Neel Patel	
26	Chris Helmsworth	
27	Renee Espenel	
28	Lilah Gonen	
29	Michelle Bickley	
30	Amanda Black	
31	Margo House	
32	Jake Klyn	
33	Will Mestayer	
34	Shawn Looney	

ID #	Commenter	Affiliation
35	Doug Larson	Cathedral Park Neighborhood Association, Portland Harbor Community Advisory Group
36	Alexandra Beresford Lawrence, M.Ed.	
37	Mary Ann Aschenbrenner	
38	Terry Wagner	
39	Allison Clements, President	Oregon Orchid Society
40	Linda Wisner, past President	Hardy Plant Society of Oregon, Sauvie Island Community Association
41	Paul Slyman	Portland Botanical Gardens Technical Advisory Committee member and Portland District 2 resident
42	Ingri Benson	
43	Sarah Taylor, Board Member	Portland Harbor Community Advisory Group
44	Maureen E Hoatlin	
45	Matt Stein	Green Anchors Team
46	Eric Brown	
47	Duncan Ketel	St. John's Neighborhood Association Board
48	Paul McCarthy	
49	Karen E Lybrand Shimada	Waterside Renewal Foundation
50	Lawrence Squiemphen III, Tribal Staff	Confederated Tribes of the Warm Springs
51	Negonne Blair, Tribal Staff	Confederated Tribes of the Umatilla Indian Reservation
52	Tom Karwaki, President and Chair	University Park Neighborhood Association
53	Anna Steeves-Reece	
54	Carolyn Devine	
55	Tom Kloster	
56	Tom Karwaki, President and Chair	University Park Neighborhood Association
57	Sharon Streeter	
58	Councilor Sameer Kanal, Councilor Elana Pirtle-Guiney, Councilor Dan Ryan, Mayor Keith Wilson	City of Portland District 2 City Councilors and Mayor
59	Randy J. Weber; Lisa Bucholz, Judy Matsumoto, Valorie Johnstone, Rebecca Field, Karen S. Moon.	Members of Leach Botanical Garden
60	Francie Royce	npGreenway
61	Andrew Scott, Deputy Chief Operating Officer	Metro
62	Robert D. Kelly, PhD., President	University of Portland
63	Laura (Lou) Reynoldson, President	40 Mile Loop Land Trust

ID #	Commenter	Affiliation
64	Mary-Margaret Wheeler-Weber, Vice Chair	Portsmouth Neighborhood Association
65	Joshua A. Lighthipe, PE and Matt Dolan, PE	Kpff Consulting Engineers
66	Matt DeVore, Assistant Attorney General	Oregon Department of State Lands
67	Heather King and Michelle Emmons, Co-Executive Directors	Willamette Riverkeeper
68	Cassie Cohen, Executive Director	Portland Harbor Community Coalition

3. Overview of comments received

DEQ received 68 comment submissions from community members, Tribal staff representatives, local governments, consulting firms, environmental organizations and state agencies. All individual comment submissions were cataloged, reviewed and listed in Attachment 1. The comments presented a broad range of topics outlined in Section 3.2.

3.1 Evaluation and organization of comments

DEQ analyzed comments based on technical content and legal relevance and grouped similar items into thematic categories to facilitate the response process. Where multiple commenters raised similar issues, DEQ consolidated comment responses in a representative way. All comment letters, unique comment identifiers and their respective themes are preserved in the attached appendices.

DEQ thanks all the commenters for the time and effort that they put into preparing comments on this proposed PPA. The comments provided information used in DEQ’s evaluation of the proposed PPA and to improve the final PPA.

3.2 Themes

This section presents common themes communicated to DEQ during the formal notice and comment period.

- General support for the PPA.
- Compatibility with cleanup remedy.
- Ongoing Tribal and community engagement.
- Greenway trail design and site access.
- Financial compensation and financial viability.
- Consistency of PPA terms and definitions.

4.0 Response to comments

This section presents DEQ's responses to comments organized by thematic category.

4.1 General support for PPA

Sixty-five of 68 commenters expressed general or strong support for DEQ to enter into a PPA with Portland Botanical Gardens. Many commenters listed public benefits the project could provide such as public access to the Willamette River and adjacent community outdoor space, improving community livability, educational and economic opportunities and potential for scientific research. Most comments expressed support, without specific comments for DEQ to address. For those comments, DEQ provided a 'noted' response in Attachment 1.

DEQ Response:

DEQ thanks these commenters for their time and input.

4.2 Compatibility with cleanup remedy

Several commenters raised questions or concerns about Portland Botanical Gardens' compatibility with the cleanup remedy.

Commenters 2, 4 and 5 encouraged continued or wider riparian protections along the Willamette River including up to a 200-foot riparian protection or requested that the entire site continue to be used as an open natural space with limited human access.

Additional comments focused on future botanical garden operations, such as concerns about synthetic pesticide use, exotic plant management and the health for plants with roots that might extend below the clean soil cap (Commenters 2 and 5).

Commenter 67 shared concerns regarding building a dock on capped sediment and potential damage to the sediment cap by dock use. Commenter 61 requested that DEQ continue maintaining and monitoring the cleanup remedy in Willamette Cove.

DEQ Response:

Under the PPA, Portland Botanical Gardens is responsible to provide site security, day-to-day property management and maintenance activities, and upland cap management. DEQ will oversee its activities and retain control of the complex groundwater and sediment cap components, including Willamette Cove.

DEQ performs annual and long-term monitoring and provides the data in "Five Year Review" reports in close coordination with EPA. These reports answer the important question of whether site conditions continue to be protective of both human health and the environment (including plants and animals), and whether additional protective measures are needed.

The PPA prevents Portland Botanical Gardens from constructing trails, walkways or building intrusions within the six-acre riparian area along the Willamette River for purposes beyond habitat maintenance and improvement, unless proposed actions are approved by NOAA Fisheries and DEQ. The protected riparian area is defined as the area between the Willamette

River ordinary high-water line and the riverward edge of the current gravel access road (where the future Willamette River Greenway trail will be constructed), which is approximately 40-50 feet from top of bank. This is an approximately 130-foot-wide protected Willamette River riparian corridor along the full length of the property.

The City of Portland's regulations for top of bank setback were not applicable to design and construction of the 2005 cleanup remedy within the riverbank riparian area. Future site development will need to comply, to the extent practicable, with City of Portland Code for Greenway Overlay Zone (Title 33, Chapter 33.440).

The PPA includes development restrictions for garden activities. Once Portland Botanical Gardens purchases the property, it will have 90 days to prepare a Remedial Maintenance and Management Plan for DEQ review and approval. This plan will include details, conditions and obligations in the event plants, including their roots, extend below the clean soil cap. Garden activities such as landscaping, maintenance, etc. are allowed within the top two feet of the upland soil cap. Portland Botanical Gardens may not perform any ground disturbing activities below two feet without DEQ approval.

Portland Botanical Gardens must also submit a Contaminated Media Management Plan for DEQ review and approval. This plan will explain how construction activities or other use-related activities that disturb contaminated soil below the existing upland caps will be managed and reported to DEQ.

Additional limitations on site activities and use are specified in an existing property title restriction called an Easement and Equitable Servitudes. These include restrictions on groundwater use, subsurface soil excavation and development within the riparian area.

DEQ agrees additional clarity on pest management, including invasive plant screening criteria and taking all reasonable measures to avoid the use of synthetic pesticides is warranted. As such, DEQ added requirements on these topics into the final PPA which are listed below in ***bolded italics***.

The PPA includes a requirement that Portland Botanical Gardens cannot conduct or authorize any activity on or over the in-water cap in the Willamette River without written approval from DEQ. DEQ understands that an overwater dock is currently an option in Portland Botanical Gardens' Phase III development concept. If Portland Botanical Gardens proposes overwater modifications, such as dock installation, Portland Botanical Gardens would be responsible for all costs and ensuring the proposed modification maintains the same functionality and protectiveness as the existing cleanup remedy. Portland Botanical Gardens would also be required to obtain authorization from all relevant regulatory authorities to construct a dock.

Regarding requests for continued open space at the property with expanded human access, the PPA requires Portland Botanical Gardens to develop approximately 10-acres of the property for a public green space, develop a greenway trail along the entire length of the property and provide public access to the Willamette River.

The PPA is structured like other successful PPA redevelopment projects across Oregon with enforceable measures that ensure the long-term protectiveness of the cleanup remedy.

DEQ has reviewed these comments, and agrees to revise the PPA language to include a new PPA Scope of Work Section 2.d:

Respondent will develop and implement (a) an Integrated Pest Management Plan that will incorporate integrated pest management practices, including taking all reasonable measures to avoid the use of synthetic pesticides, in its operations of the gardens and management of the Greenspace; and (b) an Invasive Screening Policy that will incorporate screening criteria to prevent, to the extent practicable, the introduction of invasive species on the Upland Property.

4.3 Ongoing Tribal and community engagement

Commenters encouraged continued community and Tribal engagement during site planning and development. Commenters 3, 6 and 68 offered specific tools for engagement including memorandums of understanding, programs share models, good neighbor agreements or community benefit agreements.

Tribal staff commenters (50 and 51) encouraged continued Tribal engagement during future project development phases. Community commenters (21 and 68) strongly encouraged continued Tribal prioritization, engagement and use at the property.

Commenters also identified Portland Botanical Gardens operational decisions that may impact the community, such entrance fee structures and shared use agreements (3, 6 and 68). Commenter 59 requested collaboration across the local garden community to support existing gardens.

DEQ Response:

DEQ agrees that ongoing Tribal and community engagement are critical elements of Portland Botanical Gardens' development and operation of the botanical garden and stewardship of the property. DEQ heard the request for robust Tribal and community engagement from the community during the early engagement phase. To accommodate that request, DEQ included the requirement for preparation of a Community Engagement Plan and a Tribal Engagement Plan to the proposed and final PPA Scope of Work.

Commenter 68 requested a requirement for Portland Botanical Gardens to enter into a Community Benefits Agreement. A Community Benefits Agreement outlines hiring and labor requirements regarding employee wages, demographics, training, collective bargaining, benefits, etc. to be applied to all full-time, part-time, intern and volunteer staff.

DEQ did not include this recommendation in the final PPA since DEQ does not have the expertise or resources to provide oversight or enforcement of labor issues. In addition, Portland Botanical Gardens is a nonprofit with limited staff and relies heavily on volunteer support. Additional eligibility requirements for staff and volunteers could create an obstacle to maintaining adequate resources and support.

Many of the detailed operational comments or suggestions on engagement tools received during the formal comment period are more applicable for consideration during development of

the Community Engagement Plan and the Tribal Engagement Plan. Comments will be shared with Portland Botanical Gardens for consideration of inclusion within those plans.

Based on feedback during the formal comment period, DEQ revised the PPA in **bold italics** below.

Amend and renumber Scope of Work Section: g 2.f.

*Within 90 days of taking ownership of the Property, Respondent will submit to DEQ for review and approval a draft Tribal Engagement Plan (“TEP”), **which will include opportunities to confer with Respondent on the Integrated Pest Management Plan and Invasive Screening Policy.** Respondent will implement the final TEP incorporating any reasonable suggested changes by DEQ. Either DEQ or Respondent may request the TEP be updated as needed and site conditions warrant.*

Amend and renumber Scope of Work Section: h 2.i.

*Respondent will submit to DEQ for review and approval an updated Community Engagement Plan (“CEP”) based on the existing CEP developed by Respondent and provided to DEQ in February 2025. Respondent will submit the CEP update within 90 days of taking ownership of the Property for DEQ’s review and approval. **The CEP will include opportunities to confer with Respondent on the Integrated Pest Management Plan and Invasive Screening Policy.** Respondent will implement the final CEP incorporating any reasonable suggested changes by DEQ. Either DEQ or Respondent may request the CEP be updated as needed and site conditions warrant.*

4.3 Greenway trail and public site access

Commenters 11, 24, 40, 47, 60 and 63 supported construction of a greenway trail along the Willamette River and several requested prioritizing this construction first. Commenters 60 and 63 provided conditional project support with recommended path alignments and consideration of a ‘dual trail’ across the property, similar to the adjacent Willamette Cove property planning efforts. Twenty-two commenters expressed general support for public access.

Commenters 6 and 55 also discussed future traffic and site access questions that would need to be resolved to lessen reuse impacts to the surrounding community.

DEQ Response:

DEQ agrees that a greenway trail and site access are valuable elements for public reuse. During the early engagement phase, DEQ heard the request for public greenway trail and site access and retained this element in the proposed PPA Scope of Work prior to the 60-day formal notice and comment period. The PPA requires that the greenway trail and green space be available to the public free of charge and be constructed during ‘Phase II’ of development or anticipated by 2031.

The PPA is one regulatory element to enable site redevelopment and successful reuse of the property. DEQ acknowledges that other development elements, such as trail alignments, transportation or traffic flow will be developed through the City of Portland and other permitting processes that allow community input. DEQ expects to work with permitting entities during the

standard development permitting processes, as appropriate. DEQ retained the greenway trail language in the final PPA.

4.4 Financial compensation and financial viability

Commenters 41 and 61 requested that the approximately \$1.2 million compensation from Portland Botanical Gardens be directed specifically to DEQ's ongoing McCormick & Baxter remedy maintenance or in-water habitat improvements. Commenter 3 asked how DEQ's long-term environmental remediation needs would be financed and had specific questions about the project's financial viability. During the early engagement phase, some community members expressed concern with Portland Botanical Gardens' financial ability to accomplish its vision and fulfill obligations for remedy monitoring and maintenance.

DEQ Response:

DEQ understands these concerns. The PPA requires that, prior to acquisition of the property, Portland Botanical Gardens must submit information to DEQ for review and approval demonstrating that not less than \$3 million is available for the development of the site and the botanical gardens. This value is approximately 30% of initial development costs.

Compensation to DEQ from the sale of the property will be placed in the DEQ 'Orphan Account,' which provides funding to address high priority contaminated sites, including the McCormick & Baxter site, across the state where those responsible are unknown, unwilling or unable to clean up contamination. DEQ will continue to use the 'Orphan Account' to address future McCormick & Baxter remedy maintenance. Under the PPA, Portland Botanical Gardens will provide site security, day-to-day property management and maintenance and upland cap management which will significantly reduce DEQ's current costs at the site. DEQ will oversee Portland Botanical Gardens' activities and maintain control of the groundwater and sediment remedies.

The financial compensation language is retained in the PPA.

4.5 Consistency of PPA terms and definitions

Commenters 61 and 66 requested consistency and clarification of PPA terms and definitions primarily related to 'upland' and 'submerged' land descriptions and property being conveyed. Commenter 61 requested that the in-water easement issued by the Oregon Department of State Lands be described in the PPA. Commenter 66 requested that the Easement and Equitable Servitudes for the upland property be recorded on the property title before the PPA is signed. Commenter 66 also requested an updated Exhibit A Vicinity Map to provide more detailed descriptions of upland and submerged lands.

DEQ Response:

DEQ has reviewed these comments and incorporated minor clarifications into the PPA related to the consistency of upland and submerged land property descriptions. The Easement and Equitable Servitudes was signed and recorded on the property title on Dec. 24, 2025.

6.0 Attachments

Attachment 1: Comment table and letters

Attachment 2: Formal notice of the proposed PPA and comment period

Attachment 3: Community presentations

Attachment 1: Comment table and letters

Number	Commenter	Comment Received	DEQ Response Category	M&B Category (primary)	M&B Category (secondary, optional)
1	Susan Milln	<p>Good morning,</p> <p>I would like to say that it is a horrible idea to sell land adjacent to a garden. This plant they would build already caused one superfund site I. portland and they should not be allowed to spread their poison and pollution to more parts of Portland.</p> <p>Please do not allow the purchase of land to this company.</p>	Noted	General - Critical	Construction & Development
2	Lisa Manning	<p>Hello Sarah,</p> <p>Thank you for weeding through all the community comments regarding the proposed Oregon Botanical Garden at the old McCormick and Baxter brownfield site on the Willamette River. I love that a garden is being considered rather than a polluting enterprise, however i have some concerns about bringing in exotic plants that are not adapted to our climate or ecosystem. Will some of the plants need artificial chemicals to grow? That option should not even be in the table. Another concern, 100 foot redwood trees that are not found in Oregon riparian habitats. It's my understanding that what you see above the ground, is what is growing in the soil below. If there are toxic materials buried below, how long will the redwood trees survive when their roots reach toxic sludge? Perhaps the Oregon Botanical Garden could be just for plants found in various Oregon habitats; the high desert, the coastal range, the cascades, the Columbia Gorge, etc.,...?</p> <p>Another issue, the wild geese. In 1945 when McCormick and Baxter Creosote Plant was built, a vast productive wetland ecosystem of the Willamette River was buried with fill. Over the years all the species that were effected had to adapt, move away, or die. I've been hiking along and near the McCormick and Baxter Property since 1993, and over the years noticed wild geese still use this open natural area along the river to rest and feed during spring and fall migrations. I also hear frogs and see redwing blackbirds, rabbits, hawks and bald eagles. Now part of this landscape is covered with a weed and feed lawn at the University of Portland River Campus. The botanical garden will take more of that natural open meadow habitat away from the geese and other native animals.</p> <p>My understanding is that the Tribes also oppose this project chiefly because it doesn't adequately address the issue of native riparian habitat restoration on our beautiful Willamette River. I understand that they would prefer a restoration that would enable native plants, insects, fish, birds, amphibians, mammals, etc.,.. to return to the habitat and revive the river health.</p> <p>Personally, i think the 50 ft wide strip of native plants is an inadequate habitat for native critters. The native habitat planting should be expanded to at least 150 or 200 feet, or include the whole 41 acres.</p> <p>I so appreciate the extensive work that Matt Taylor and his OBG team has done to date! Thank you for considering the ideas that come to the table. I sincerely hope the team finds a way to expand the support for native plants and animals in this Oregon Garden Enterprise!</p> <p>Sincerely, Lisa Manning North Portland Resident "Speaking for the trees" and the tribes!</p>	Clarification	General - Supportive	Riparian Area & Habitat
3	Adrian G Stewart	<p>Please find my comments and questions below.</p> <p>The presentation is strong on vision, site context, and community benefits; however, in my opinion, it is light on numbers, governance details, and implementation risks.</p> <p>Strategic and Scope Gaps: The overall mission and vision are clear; however, there is no succinct definition of project scope and scale for each phase (What is actually built and what is not by 2028, 2031, 2032+)? Success metrics are high-level (education, research, jobs), but not quantified (visitor targets, program throughput, habitat indicators, or equity outcomes).</p> <p>Land, Liability, and Environmental Gaps: The presentation notes Superfund cleanup and "living laboratory" potential, but not who bears long term liability for residual contamination or how unforeseen remediation needs would be financed. Something was mentioned in the presentation; however, I can't recall the details. Ongoing monitoring, cap maintenance responsibilities, and cost/risk allocation between DEQ, Metro, UP, and PBG are not spelled out.</p> <p>Capital: What are the estimated capital costs for each phase (land acquisition/lease, remediation contingencies, infrastructure, buildings, plantings, exhibits, contingencies)?</p> <p>Operations: What is the projected annual operating budget once Phase 1, Phase 2, and the full garden are running (staffing, utilities, insurance, horticulture, security, marketing, debt service, and cap maintenance)?</p> <p>Revenues: What revenue streams are assumed/projected (admission, memberships, grants, philanthropy, events, café/retail, nursery sales, research contracts), and on what specific volume and pricing assumptions? How many visitors per year are assumed at maturity? What seasonality is anticipated? What is the implied average spend per visitor?</p> <p>Funding structure: How much funding is already committed vs. aspirational in each phase, and from which sources (public, private, tribal, institutional)? Will there be debt or long term leases, and under what terms? Is an endowment or reserve target defined to manage downturns and major capital replacements?</p>	Clarification	General - PBG's Plans	

Number	Commenter	Comment Received	DEQ Response Category	M&B Category (primary)	M&B Category (secondary, optional)
3	Adrian G Stewart	<p>Sensitivity and risk: How do cash flows look under conservative scenarios (slower visitor growth, higher construction costs, higher interest rates)? What is the break even point, and what happens if revenues are 25–50% below plan for several years?</p> <p>Governance, Partners, and Community Gaps: Advisory groups and partners are mentioned, but formal governance is not: board composition, decision making authority, conflict of interest policies, and community representation remain unclear. The proposal references tribal partnerships and North Portland nonprofits, but does not set out clear, co developed MOUs, revenue sharing or program sharing models, or long term stewardship agreements.</p> <p>Operations, Access, and Logistics Gaps: Access, parking, transit, and circulation are shown conceptually, but not translated into capacity assumptions, traffic impacts, or shared use agreements (e.g., with UP, Metro). There is little detail on staffing model, wage assumptions, seasonal operations, security, and visitor services, all of which strongly affect feasibility and community benefit.</p> <p>All the very best Adrian</p>	Clarification	General - PBG's Plans	
4	Charity Chesnek	<p>Hi Sarah, While I am thrilled that this property will finally get the attention it needs, I think the current proposal will be a huge missed opportunity to properly fix the site. I strongly encourage that the plan be more closely aligned with protecting the river and acting as a buffer.</p>	Clarification	General - Critical	Riparian Area & Habitat
5	Colleen McClain	<p>I live in North Portland in the Arbor Lodge neighborhood, and treasure our proximity to the Willamette river. I was so pleased to read in the North Portland Peninsula Review that arrangements are being made to have the Portland Botanical Gardens manage the former McCormick Baxter Creosote Company property on the banks for the Willamette river. But I had no idea they are proposing to develop it with non-native plants and allow the public to traipse across the land wherever they wish. How disappointing. I so hope that instead of subjecting the land to such a degrading practice, we could follow the advice of the indigenous people who have lived on this land for thousands of years. Is there any way we could use native practices and native plants to bring the land back to life, for the good of the ecosystem, and ultimately, for the good of us all?</p> <p>Thank you, Colleen McClain</p>	Clarification	General - Critical	Riparian Area & Habitat
6	Thomas Karwaki President and Chair, University Park Neighborhood Association	<p>The University Park Neighborhood Association (UPNA) Board thanks the DEQ for its robust community engagement process in negotiating and reviewing the Proposed Purchase Agreement between DEQ and the Portland Botanical Garden non-profit organization.</p> <p>The McCormick-Baxter Superfund site, the subject of the Proposed Purchase Agreement (PPA), is located entirely within the boundaries of the University Park Neighborhood Association (UPNA). The UPNA has been involved with this site since the UPNA's inception in the 1980s., It has been an active participant in the Superfund remediation process and this PPA review process and has made verbal comments at two hearings.</p> <p>The UPNA Board strongly endorses the PPA and urges the DEQ to approve the agreement. The PPA provides public benefits including access to the Willamette River, educational opportunities, employment, scientific research and can help mitigate the impacts of climate change. It does this while assuring that the remediation investment made by DEQ is protected.</p> <p>The UPNA looks forward to working with DEQ, EPA and PBG in the future redevelopment of this site through a stakeholder or Good Neighbor Agreement (GNA) which would create a long-term formal mechanism for resolving conflicts or concerns and a long-term partnership. This could include concerns about perimeter access, security, traffic, lighting, noise and financial and technical support in permits or programs and community assistance in plantings or research.</p> <p>Thomas Karwaki President and Chair, University Park Neighborhood Association</p>	Clarification	General - Supportive	
7	Rebecca Lexa, MA, OMN	<p>Good afternoon, I am writing to support the draft Prospective Purchaser Agreement created by Portland Botanical Gardens. Having toured the proposed site, I believe that the founders of this movement have a great plan for improving this place, and creating both ecological and economic benefits for Portland. Please approve their PPA. Thank you</p>	Noted	General - Supportive	
8	Joanne Fuller	<p>Thank you for the important work DEQ does preserving the environment for all Oregonians. I am writing in support of the Portland Botanical Garden purchase agreement for the McCormick & Baxter site in Portland. Building a botanical garden on this land would turn a piece of waste land into a community asset for generations to come. Oregon and Southwest Washington have internationally famous horticultural, landscape and garden communities. These communities are ready to support and cherish a bountiful botanical garden in North Portland. The time is right for us to reclaim the McCormick & Baxter site for a community good add the PBG to our botanical riches Thank you for taking public comment on this issue. Sincerely</p>	Noted	General - Supportive	

Number	Commenter	Comment Received	DEQ Response Category	M&B Category (primary)	M&B Category (secondary, optional)
9	Carson Trexler	<p>I write to voice general support for the Portland Botanical Garden (PBG) in light of the recently released draft of the Prospective Purchaser Agreement (1st Dec. 2025). I am the conservation and research director of an international botanical nonprofit.</p> <p>The M&B superfund site is an extreme example of a destroyed and polluted edaphic and hydrological situation. It is also infamous: from here to as far away as the east coast I have heard it considered by property developers and biologists alike to be irrecoverable. That the impregnated pollutants cannot realistically be removed is underscored by the property's barren state; its utter ecological disability visually manifests in prescribed desolation.</p> <p>M&B is emblematic of a global issue: ecological collapse without hope for recovering the original state. While it behoves people to find a way to fix the disturbances we can fix, we must also find a way to live with the permanent ecological disabilities we have caused. Instead of sequestration under lock and key, I would see the next phase of this property devoted to finding a way to live.</p> <p>PBG offers a way to directly address global existential problems, fears, and concerns by responding to ecological destruction. It does so not with conventional development or recovery schemes, but with a garden and institution that endeavors to work with and around profound ecological challenges. That PBG hasn't given up after years of slow negotiation is evidence for the formidable tenacity required for such a challenge. I think they will find their way, provided they get the land.</p> <p>More so than ever before, PBG has come to represent Oregon itself in scope (pan-Oregon flora), relevance (progressive, introspective, and proactive), and especially in the people working on the project (it is actually entirely grassroots, led by Oregonians). For these reasons PBG may deserve consideration by state leadership and the people as a candidate for public support.</p> <p>I encourage DEQ and other public agencies to cultivate a longstanding and mutually beneficial working relationship with PBG and to find ways to facilitate the effort in land acquisition.</p> <p>Warm Regards,</p>	Noted	General - Supportive	
10	Tabitha Freeman	<p>I'm so excited this is happening! Let me know if you're hiring! Haha</p> <p>loved visiting the Bronx Botanical Gardens for my 40th birthday. They have a little train, like the one at the Oregon Zoo. It would be fun to have something like that.</p> <p>It would be fun to add some maze-like elements, akin to the area at the zoo near the icecream. I was so tired, I don't remember which animals were there. But it was hot and I got ice cream twice and enjoyed the shady canopy. If we have ice cream, it would be nice to have some dairy free options other than sorbet.</p> <p>A labyrinth...An orchid room filled with butterflies... like a garden in Thailand I visited once A tropical plant solarium large enough to sit and eat at little hidden tables in nooks and crannies, bends and burroughs</p> <p>A giant mushroom table with little mushroom chairs like the public library in Rapid City, SD when I was a kid. And a reading circle where you don't have to be part of a book club. You just show up and listen to someone read. And if people aren't quiet, they really do have to leave.</p> <p>A misty, spooky, spanish mossy passageway with creepy plants and maybe a little obsidian or black rocks</p> <p>A smoothie station with no sugar, just fruit and water or coconut water</p> <p>A juicer station with fresh blends</p> <p>A spicy, dairy-free Indian food place next to a gluten-free sandwich place so I can tame my tongue with the sandwich in the spicy soup</p> <p>A place where you can cross a brook on a log</p> <p>A place where you can cross a brook on stepping stones</p> <p>A place where you have to zipline across</p> <p>A place where you can walk on one of those rope and board bridges through the trees</p> <p>Able to reach the botanical gardens by foot ferry</p> <p>Actual fairies flitting about</p> <p>Come on. This would be so Portland!!! We can do it!</p> <p>A ladybug growing center?</p> <p>Caterpillars too</p> <p>A whimsical chocolate shop</p> <p>No alcohol</p> <p>Must use imagination to have a good time dammit</p> <p>Lmk if you want any more off the wall ideas</p>	Noted	General - Supportive	
11	Jeremiah Jenkins	<p>I'm writing to express my support for the site to be approved for development with public access and a trail for extending the NP Greenway at both this site and the nearby Willamette Cove. Lets open these areas up to the public and let them become part of our transportation and recreation network. Thank you.</p> <p>Jeremiah Jenkins</p>	Noted	General - Supportive	
12	Gerald Hutfles	<p>I am writing to express my support for the proposed Portland Botanical Garden. This project represents a rare and meaningful opportunity to enrich our region through education, community engagement, education on native practices, and environmental stewardship.</p> <p>A botanical garden is far more than an attractive green space. It serves as a living classroom which fosters learning about the importance of ecological preservation through a scientific and traditional lens. The proposed garden would offer Portland an invaluable resource for teaching visitors about native plants, sustainable landscapes, and the role biodiversity plays in a healthy environment.</p> <p>Additionally, the Portland Botanical Garden promises substantial community benefits. It would create a welcoming space for the public, researchers, native peoples, and diverse visitors from across the country. Its trails, exhibits, and programming would provide new opportunities for recreation, cultural events, and community gatherings. By creating a destination that combines natural beauty with educational mission, the garden would support local businesses and contribute to Portland's reputation as a city that values both nature and innovation.</p> <p>Equally important, the proposed garden aligns with the region's environmental goals. Botanical gardens play a critical role in plant conservation, habitat restoration, and climate resilience.</p> <p>For these reasons, I enthusiastically support moving forward with the development of the Portland Botanical Garden. I encourage the reviewing authorities to allow this project to advance so it can begin contributing to the environmental, educational, and community vitality of our city.</p>	Noted	General - Supportive	

Number	Commenter	Comment Received	DEQ Response Category	M&B Category (primary)	M&B Category (secondary, optional)
13	Liam Whitworth	<p>Turning the McCormick and Baxter site into a public botanical garden would be a huge win for environmental health, community access to green space, and long term stewardship of the riverfront. I support DEQ approving this PPA and helping move the project forward. This feels like a rare chance to turn a damaged industrial site into a place for restoration, learning, and joy for future generations</p>	Noted	General - Supportive	
14	James Gould	<p>Thank you for allowing the community to provide input on the future of the McCormick and Baxter Superfund site.</p> <p>I am writing to express my strong support for the proposal to convert the McCormick and Baxter Superfund site into the Portland Botanical Garden. This project represents a meaningful opportunity to transform a once-contaminated area into a vibrant public space that promotes environmental restoration, education, and community well-being. My support for this project is also deeply personal. When I was a child, visiting the botanical garden in San Francisco sparked what became a lifelong passion for plants. Those early experiences—walking shaded paths, discovering unfamiliar species, and witnessing how thoughtfully designed green spaces can inspire curiosity—shaped the way I understand and appreciate the natural world. I know firsthand how powerful access to such places can be, especially for young people. Creating a botanical garden in my own neighborhood would give future generations the same chance to develop a lasting connection with nature. This investment is especially important because our neighborhood is both diverse and historically underserved. For too long, the residents of St John's have had limited access to educational green spaces and the benefits they provide. Transforming this site into a botanical garden would directly address that inequity by creating a safe, beautiful, and enriching public resource that welcomes everyone. Beyond its community and educational value, this project would serve as a powerful symbol of ecological recovery. It would show how land once defined by environmental harm can be reclaimed and transformed into a place of beauty, learning, and renewal—reflecting the resilience and strength of the community itself. I am in strong support of this proposal. Many neighbors, including myself, view this project as a transformative investment in the future of our community. Again, thank you for allowing community input.</p>	Noted	General - Supportive	
15	Susan Toler	<p>I am in full support for the Portland Botanical Garden. The Founding Fathers of our country thought a garden was exceedingly important for the health and welfare of our country. I do to. We simply cannot have enough gardens in our country. Gardens provide fresh air for apartment dwellers, a relief from the everyday hardships and worries, a refuge, a place of beauty, and a place for the aroma of plants and soil. This is a short message saying, YES for the PORTlant Botanical Garden.</p> <p>Susan Toler Site Manager Rogerson Clematis Garden</p>	Noted	General - Supportive	
16	Rebecca Lexa, MA, OMN	<p>Good morning,</p> <p>I am writing to express my full support for the Portland Botanic Gardens' acquisition of the property in northwest Portland. It will be both an ecological and economic benefit to the city and its residents.</p> <p>Thank you, --- Rebecca Lexa, MA, OMN</p>	Noted	General - Supportive	
17	Kyle Johnson	<p>Dear Ms. Miller and DEQ Staff,</p> <p>I am writing as a community member to express my support for the proposed Prospective Purchaser Agreement between the Oregon Department of Environmental Quality and Portland Botanical Gardens for the McCormick & Baxter site.</p> <p>For decades, this site has been a reminder of Portland's industrial past and the long-term environmental impacts that come with it. Seeing a proposal that focuses on environmental protection, public access, and long-term community benefit is genuinely encouraging. Converting this property into a botanical garden feels like a positive and responsible next chapter for a place that has been closed off and burdened for so long.</p> <p>As someone who cares deeply about the health, safety, and livability of our neighborhoods, I appreciate that the proposal emphasizes continued protection of environmental health while creating a space that will be open, educational, and beneficial to the public. The idea of turning a former Superfund site into a place for learning, restoration, and connection with nature is exactly the kind of outcome many community members hope for when cleanup efforts are undertaken.</p> <p>I am grateful to DEQ staff for the years of oversight and care devoted to this site, and for providing an opportunity for public input at this stage. I strongly encourage DEQ to approve the Prospective Purchaser Agreement and support moving this project forward for the benefit of the surrounding community and the region as a whole.</p> <p>Thank you for your time and consideration. Sincerely, Kyle Johnson St Johns, Oregon</p>	Noted	General - Supportive	

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18	John Oluwaleye	<p>Comment as a Public Administrator John Oluwaleye.</p> <p>The Oregon Department of Environmental Quality proposes to enter into a Prospective Purchaser Agreement with Portland Botanical Gardens, an Oregon nonprofit public benefit corporation, to facilitate the purchase and redevelopment of the former McCormick & Baxter Creosoting Co. property located at 6900 N Edgewater Ave. in Portland. DEQ invites the public to attend an upcoming virtual public meeting and provide verbal or written comments on the conditions of this proposed agreement.</p> <p>Thanks.</p>	Noted		
19	Kate Mullens and Trevor Koch	<p>Hello Sarah Miller and DEQ,</p> <p>We are writing in support of the Prospective Purchaser Agreement (PPA) (Title: 2025-11-18-0074-PPA-OrderOnConsent-FINAL DRAFT / Record Number DECP/25/8531 / ECSI0074) between Portland Botanical Gardens and the Oregon Department of Environmental Quality (DEQ).</p> <p>Please make this agreement a reality as the proposed site is in desperate need of environmental remediation, and the people of the Greater Portland Metropolitan Area (GPMA) will greatly benefit from the Portland Botanical Gardens becoming a reality at this site. This is the highest and best use for this property, and we urge DEQ to move forward with this agreement.</p> <p>Sincerely, Kate Mullins</p> <p>and Trevor Koch</p>	Noted	General - Supportive	
20	Lisa Palmer	Please help transition the wasteland to a beautiful botanical garden!!	Noted	General - Supportive	
21	Justyne Triest	<p>Hello-</p> <p>I live in North Portland and just learned about the potential botanical gardens (https://www.oregon.gov/deq/programs/pages/mccormick-baxter.aspx). I think this is a fantastic idea, provided there's funding and staffing for all the appropriate monitoring of environment concerns. I'd absolutely visit and bring family to visit as well. I'm glad to see the Tribes have been involved and I'd want to see that involvement continue, as long as they want, and to the extent they want.</p> <p>Thank you, Justyne Triest</p>	Clarification	General - Supportive	
22	Rainer Rivenburgh	<p>Hello,</p> <p>i am a resident of Portland (zip code 97219) and used to live in North Portland. I want to write to express my full support for Portland Botanical Garden's taking over the site. I believe that they are best poised to balance human and nature needs on the site.</p> <p>When I lived in north portland, I would bike or walk past the location. I remembered wishing that it could become a public park and a habitat to animals. Portland Botanical Garden's plan fulfills this dream!</p> <p>Thank you, Rainer Rivenburgh</p>	Noted	General - Supportive	
23	John Yost	<p>Hello, I am writing in support of the botanical garden on the site of the former McCormick & Baxter Creosoting facility.</p> <p>-- Kind Regards, John.</p>	Noted	General - Supportive	
24	Linda Apperson	<p>Dear Ms. Miller,</p> <p>I am writing in strong support of the proposal to enter into a Prospective Purchaser Agreement with Portland Botanical Gardens, an Oregon nonprofit public benefit corporation, to facilitate the purchase and redevelopment of the former McCormick & Baxter Creosoting Co. property located at 6900 N Edgewater Ave. in Portland. Portland Botanical Gardens proposes to develop research and education focused botanical gardens on a portion of the property, a public greenspace along the waterfront which will include a new segment of the Willamette River greenway, interpretive native plant gardens, and an open gathering space.</p> <p>We need more greenspace. We need more native plants. We need to find ways to heal the environment. This project does all of that. The state of Oregon should be encouraging the creation of healthy environmental spaces. This would be an excellent project for the state to foster and support.</p> <p>Sincerely, Linda Apperson</p>	Noted	General - Supportive	

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25	Neel Patel	<p>Hello</p> <p>My name is Neel Patel, a resident and local physician in Portland Or (zip code 97202). I support the purchase and formation of a botanical garden at this site. In a time of climate and biodiversity crisis, a botanical garden on a former Superfund site would be a wonderful turn for good and provide another greenspace for all portlanders to use and enjoy. I hope the processes can proceed smoothly.</p> <p>Thank you for your consideration and your work at the government! -Neel Patel.</p>	Noted	General - Supportive	
26	Chris Helmsworth	<p>I am in favor of using the former creosote site as a botanical gardens.</p> <p>It is important to have open space within the city and to restore the river banks wherever possible.</p> <p>Any actions that keep the river's banks open are a great investment.</p> <p>Thank you Chris Helmsworth</p>	Noted	General - Supportive	
27	Renee Espenel	<p>Hello,</p> <p>I am a huge supporter of this proposal, to restore the area and bring back the site to the community. I work as a Landscape Designer for a small local, sustainable company with a focus on native plants. This is an incredible opportunity to have an extensive native plant conservatory and will increase access for an underserved community as well as the greater community of the Portland Metropolitan area. I am also pleased that there will be a commitment to working with the local indigenous peoples, and that there will be an ethnobotanical element. This property has been vacant for decades; Portland Botanical Gardens' proposal offers a meaningful solution to a toxic corporate site; lets move forward with returning it to nature and our community!</p> <p>Thank you Renee Espenel</p>	Noted	General - Supportive	
28	Lilah Gonen	<p>Hello Sarah,</p> <p>I'm emailing you during the comment period to express my support for the Portland Botanical Gardens and its PPA with DEQ. This is a historic opportunity to develop a world class botanical garden, rare plant repository, and public greenspace in a part of the city that has previously experienced significant environmental degradation and underinvestment. Portland, the State of Oregon, and the PNW as a whole are more than deserving of this invaluable cultural and ecological resource.</p> <p>I know this comment is just one small drop in the bucket, but I hope that it will be included alongside all the others as DEQ considers this important project.</p> <p>Thank you for all the hard work that you and DEQ do on behalf of Oregon's residents and environment.</p> <p>Best, Lilah Gonen</p>	Noted	General - Supportive	
29	Michelle Bickley	<p>Hi Sarah,</p> <p>As a long-time resident of St Johns in Portland, and as a former native habitat technician for the Backyard Habitat Certification Program, I would like to add my support for the Portland Botanical Gardens' site proposal for the McCormick & Baxter property.</p> <p>The previous damage done to this area along the Willamette River will come full circle toward ecological and urban renewal with this proposed development as a native plant zone. Our native trees and shrubs will continue to aid the soil and water improvements since the Superfund cleanup in a way that most other project types cannot; stabilizing soils, cleansing water run off before entering the Willamette, and providing many animal species additional forage and safety opportunities.</p> <p>An revived urban river site established for visitor engagement will also provide an incredible learning "lab." There are limited options in the innermost Portland area for residents to truly interact with a natural river's edge. These environments have largely been lost to industry or cut off by train tracks and barrier walls. This is a rare chance to provide Portland with an area that will have an actual riparian zone!</p> <p>I hope the Portland Botanical Gardens' project will be implemented with full support, and look forward to exploring the trails when it's completed.</p> <p>Very best, -Michelle Bickley</p>	Noted	General - Supportive	

Number	Commenter	Comment Received	DEQ Response Category	M&B Category (primary)	M&B Category (secondary, optional)
30	Amanda Black	<p>Hello Ms. Miller, I'm contacting you to register my support for DEQ approval of the purchase agreement for the McCormick and Baxter site in order to create the Portland Botanic Garden. I believe it would be a major enhancement to Portland to finally do something with the superfund site. As a kayaker that passes it from the river, it is currently forlorn and not an asset to the surrounding community, or city as a whole. The garden could easily become a draw for both tourism and local development, not to mention education. As someone who frequently travels to experience gardens, I know firsthand what a draw a well-designed botanic garden can be. It also will be helpful in addressing how we can all support nature in this changing climate, and be a living demonstration of how to reconnect Portlanders with the river. Please support this purchase agreement. Best regards, Amanda Black</p>	Noted	General - Supportive	
31	Margo House	<p>Dear Ms. Miller, I am writing in support of the PPA between the Oregon Department of Environmental Quality and the Portland Botanical Gardens. As a horticulturist, I am truly excited at the prospect of having a local botanical garden with a focus on education, research, and public access to the Willamette River. I feel that this is an exceptionally well-thought out plan for the former McCormick & Baxter Superfund site. I look forward to volunteering to make this vision become a reality. Warm regards, Margo House</p>	Noted	General - Supportive	
32	Jake Klyn	<p>Hey Sarah, My girlfriend and I moved to North Portland about two years ago from Phoenix, Arizona, drawn by the greenery and the Pacific Northwest in general. We ended up buying our first home here and plan to stay for the long haul. We love the idea of having a botanical garden so close to home and would absolutely become members if this moves forward. We really hope this project gets your approval. Thanks, Jake</p>	Noted	General - Supportive	
33	Will Mestayer	<p>Dear Ms. Miller and Oregon DEQ Review Team, My name is Will Mestayer, and I am a resident of the St. Johns neighborhood in North Portland. I write to express my strongest possible support for the proposed Prospective Purchaser Agreement between the Oregon Department of Environmental Quality and Portland Botanical Gardens for the McCormick & Baxter Superfund site. This site is a once-heavily contaminated former creosote wood-treating facility along the Willamette River, and environmental regulators completed cleanup in 2005 following decades of industrial pollution. According to reporting, this cleanup effort cost approximately \$70 million in public funds, as McCormick & Baxter declared bankruptcy and left taxpayers responsible for remediation. Despite these significant public investments, the site has remained closed and underused for nearly 20 years. It is time that Oregon's citizens finally benefit from the investments taxpayers have already made. The proposed botanical garden, with its focus on regenerative planting, ecological restoration, public access, and environmental education, represents exactly the kind of civic outcome these cleanup dollars were meant to support. Approving the Prospective Purchaser Agreement and moving forward with Portland Botanical Gardens' plans would: <ul style="list-style-type: none"> • Return the site to active, healthy public use by establishing a botanical garden and open green space on the riverfront. • Reconnect North and Northeast Portland residents to the Willamette River after decades of restricted access. • Support local economic recovery through jobs in construction, horticulture, ongoing garden operations, education programs, and nature-based tourism. • Demonstrate a successful model for turning a former orphan Superfund site into a community asset that fosters ecological stewardship and resilience. Oregon taxpayers have already paid to remediate this property. The next step must be realizing its full potential as a public space that reflects our shared values — equitable access to nature, environmental regeneration, and long-term community well-being. Approving this agreement will finally bring a long-overdue return on public investment and begin to heal a landscape that has borne the burden of pollution for generations. I strongly urge the Oregon DEQ to approve the Prospective Purchaser Agreement with Portland Botanical Gardens and support this transformative reuse of a long-idle property. Thank you for your leadership and consideration. Sincerely, Will Mestayer St. Johns, Portland, Oregon</p>	Noted	General - Supportive	

Number	Commenter	Comment Received	DEQ Response Category	M&B Category (primary)	M&B Category (secondary, optional)
34	Shawn Looney	<p>Dear Ms. Miller,</p> <p>As someone who grew up in St. Johns and visited the site of the proposed Portland Botanical Garden on several occasions, I can attest that turning the site into a botanical garden would be a vast improvement of the area and a benefit to all of Portland. I vividly remember being on that property as a teenager and seeing kids "huff" spray paint from a paper bag. I so hope that devastating way of getting high is no longer a thing, but it brings to mind a myriad of projects that would improve the area. A botanical garden would be at the top of my list.</p> <p>Please regard this letter as a very positive endorsement of the project.</p> <p>Thank you, Shawn Looney</p>	Noted	General - Supportive	
35	Doug Larson, Cathedral Park Neighborhood Association, PHCAG	<p>Sarah Miller and DEQ of Oregon:</p> <p>I've read through the Potential Purchaser Agreement and I find it thoughtfully drafted to create a possible community resource on the McCormick and Baxter riverfront property. I consider the Portland Botanical Garden to be the best possible steward of the site.</p> <p>An early Superfund designation led to the cleanup of a creosote plant by the year 2005. The owner was somehow left in control of the site, but not allowed to profit by the sale. The subsequent support of Charlie McCormick opens a door to the sale of the property to The Portland Botanical garden.</p> <p>The overriding concern now is establishing a credible public benefit. The PBG demonstrates careful attention to public input in drafting the current proposal. Development of the Greenway Trail, inclusion of Tribal concerns and participation, access and parking, free access to the riverfront, exhibits to open the world of our relationship to the kingdom of plants, and finally, an opportunity for Frog Ferry to bring visitors from the downtown hotels out onto the river and deliver them to the marvel of a highly developed Botanical Garden.</p> <p>The cleanup cost of the property as of 2005 is considered to be \$70 million taxpayer dollars. The present value of this investment in 2026 is now \$116 million dollars. The Public deserves to benefit from the money they have spent on restoring this property. The Portland Botanical Garden ably represents this benefit. Anything less would be a subsidy to the same business community that created the problem in the first place.</p> <p>Thank you for your consideration. Doug Larson, Cathedral Park Neighborhood Association, PHCAG</p>	Noted	General - Supportive	
36	Alexandra Beresford Lawrence, M.Ed	<p>Hello,</p> <p>I'd like to express my support for the proposed Portland Botanical Gardens at the McCormick & Baxter site. I am a homeowner in University Park and am no stranger to walks along the Willamette River in North Portland, however there is a clear opportunity to clean up and improve what has potential to be a flourishing community space. As a Pittsburgh native (where three rivers converge downtown and recent improvements have brought new developments and people-forward spaces to the formerly industrial riverfront corridors), I have always been surprised at what I consider to be Portland's underutilized scenic riverfronts.</p> <p>I think the opportunity to mitigate soil degradation and breathe new life into an area with plants and educational community spaces would be a great benefit to all who live in and learn in North Portland. Additionally, botanical gardens offer a unique intergenerational benefit; from the youngest to the oldest citizens there is something to be gained with time spent in a local garden.</p> <p>I believe that a Botanical Garden is also a huge draw for tourism. For those visiting Portland, gardens can be an accessible and low cost way to experience the plants and local environment specific to the PNW.</p> <p>Thank you for your consideration.</p> <p>Sincerely, Alexandra Beresford Lawrence, M.Ed</p>	Noted	General - Supportive	

Number	Commenter	Comment Received	DEQ Response Category	M&B Category (primary)	M&B Category (secondary, optional)
37	Mary Ann Aschenbrenner	<p>I am writing in support of the plan for the Portland Botanical Gardens on the site of the former McCormick and Baxter Creosote Company.</p> <p>As a tourist and traveler I have visited botanical gardens from Hawaii to Arizona. All of them consistently highlight and promote native plants, describe how their native plants evolved in the local climate, and demonstrate the native plants that will thrive in the region where the botanical garden is located. In fact, the Phoenix, AZ Botanical Garden includes shelters built in the manner of the native tribes and features the local food sources that they used. I came away with a renewed respect for how native people were able to adapt and live in the harsh Arizona landscape.</p> <p>Of course, a botanical garden in Hawaii is very different from the one in Phoenix. That is the point. The Portland Botanical Garden will also be unique, beautiful, and educational. It will also attract tourists and visitors from across the world.</p> <p>We paid for the cleanup of this superfund site and now it is ready to become a welcoming place. Let's give travelers coming to Portland a good reason to come into St. Johns, to visit the Portland Botanical Garden, walk along the Willamette River, and have lunch in our downtown.</p> <p>--Mary Ann Aschenbrenner 503-764-8020 P.S. Surround yourself with people whose eyes light up when they see you.</p>	Noted	General - Supportive	
38	Terry Wagner	<p>I support the proposal for Portland Botanical Gardens to purchase and develop the McCormick and Baxter Superfund Site.</p> <p>Terry Wagner</p>	Noted	General - Supportive	
39	Allison Clements	<p>Dear DEQ,</p> <p>On behalf of the Oregon Orchid Society, we write to express our support for the proposed Prospective Purchaser Agreement for the Portland Botanical Gardens. For over 80 years, our society has been guided by core values of conservation, scientific curiosity, ethical stewardship, and fostering a welcoming, educational community for plant enthusiasts across Oregon. We believe this opportunity meaningfully advances those shared values.</p> <p>The Portland Botanical Gardens would be an essential resource for public education and botanical preservation, offering a space where individuals of all backgrounds can deepen their understanding of plants and the ecosystems that sustain them. Strengthening the Garden's long-term stability through this agreement directly supports the responsible care of plant collections, promotes accessible educational programming, and enhances opportunities for collaborative research and community engagement.</p> <p>By ensuring that the Gardens can continue to grow as a center for conservation and learning, this organization aligns with our commitment to protecting plant diversity, encouraging ethical horticultural practices, and supporting public institutions that inspire curiosity and respect for the natural world. We especially believe that a conservatory would be a major attraction at the gardens.</p> <p>We appreciate your thoughtful consideration and look forward to continued partnership in promoting plant education, conservation, and community involvement throughout Oregon.</p> <p>-- Sincerely,</p> <p>Alison Clements President, Oregon Orchid Society www.oregonorchidsociety.org</p>	Noted	General - Supportive	Construction & Development

Number	Commenter	Comment Received	DEQ Response Category	M&B Category (primary)	M&B Category (secondary, optional)
40	Linda Wisner	<p>Sarah, I have followed the development of Portland Botanical Gardens since its inception in 2020 and discussions prior to that about the concept. The organization and its members have embraced the challenging McCormick & Baxter Creosoting Co. property as its future home and are dedicated to complying with DEQ/EPA requirements, timelines, and expectations to make that happen:</p> <ul style="list-style-type: none"> • Monitoring requirements and restrictions to ensure the cleanup infrastructure is not damaged and will remain protective of human health and the environment as designed • Public access to greenspace and the Willamette River • Habitat improvements and conservation of riparian forest • Community and Tribal engagement plans • Security of the property to ensure public safety <p>Portland Botanical Gardens' proposal to develop research and education focused botanical gardens on a portion of the property, a public greenspace along the waterfront which will include a new segment of the Willamette River greenway, interpretive native plant gardens, and an open gathering space addresses those requirements. The proposal also includes an intention to turn this location into an internationally-recognized botanical facility while remaining accessible to and cognizant of the needs of the local community.</p> <p>I and many other Oregonians who have and will donate money and time to support this organization anticipate that the required funding will be in place as needed. There is strong support within the large and statewide botanical community to see the project come to fruition. We all hope that DEQ will approve the PPA so Portland Botanical Gardens can take the next steps to make this happen.</p> <p>Linda Wisner past president of the Hardy Plant Society of Oregon past president of the Sauvie Island Community Association</p>	Noted	General - Supportive	
41	Paul Slyman	<p>Good morning Sarah: Thank you for the remarkable work of you and your team to manage and revitalize the remediated but long-vacant McCormick and Baxter Creosoting site located at 6900 N. Edgewater Avenue in Portland. Activating the McCormick and Baxter property is important for environmental, social, active transportation, and health improvements in North Portland as well as the tourism and economic benefits to greater Portland and our region. I'm writing to support the approval of the Prospective Purchaser Agreement (PPA) with Portland Botanical Gardens (PBG) as described in DEQ's formal notice posted Dec 1, 2025. The PBG purchase and plan includes, among many other things, native plantings and educational opportunities, and will activate the site while maintaining existing environmental protections and enhancing habitat. Neighbors and community members have awaited the right purchaser for this site for over a generation and PBG has proposed concepts that make this complicated development a gem for the Willamette River and for greater Portland. But it won't be easy. PBG has committed to substantial fundraising to make this dream a reality, and DEQ and state, regional and local governments should help leverage PBG's fundraising efforts with their financial, communications and technical support.</p> <p>This unique parcel presents many complications that PBG will overcome, and I understand that DEQ has assured the prospective purchaser and community of the state of Oregon's responsibility for the shoreline concrete armoring (often referred to as Articulated Concrete Block.) This outdated technology would not be approved today and is detrimental to the important habitat function for juvenile salmonids, and for the safe and comfortable site experience of guests of all ages. Addressing this 20+ year-old remedy is a key returning the site to productive and healthy reuse and supporting the shoreline habitat that so many entities have been working to create in the Lower Willamette River. While the draft PPA does not address any specific concrete armoring actions, I encourage DEQ to make a strong statement of the state of Oregon's commitment to addressing it within an established timeframe. DEQ has the technical expertise to ensure that the best possible solutions for this portion of the property are developed in timely and effective ways. In that vein, I strongly support PBG's payment of nearly \$1.2M being used for capital improvements at the McCormick and Baxter site, rather than spread across other sites or used for other purposes, and DEQ's written and verbal support for PBG as it seeks other public and private funding sources. Addressing the concrete armoring as mentioned above would be an optimal use of these funds.</p> <p>While outside the confines of this PPA, it's important to note that the federal CERCLA standard of protectiveness simply isn't enough for a waterfront public botanical garden—Oregon needs the shoreline remedy engineered and managed long-term to be safe (from physical or chemical hazards), healthy (for people, plants, and animals) and consistent with its surroundings in a natural environment.</p>	Clarification	General - Supportive	
41	Paul Slyman	<p>As a resident of of City of Portland's District 2 and a frequent visitor to the lower Willamette River, I applaud your efforts, and those of PBG and their immediate upstream and downstream neighbors as we endeavor to develop this long-vacant site and support efforts to redevelop it in a manner that is safe, healthy, and consistent with input you've received from experienced technical, Tribal and community organizations. Thanks. Paul Slyman PBG TAC member/Portland D2 resident</p>	Clarification	General - Supportive	
42	ingri benson	commenting that the proposed clean up and subsequent gardens in this area seems awesome. great use of the area. hope it's a public walking space	Noted	General - Supportive	

Number	Commenter	Comment Received	DEQ Response Category	M&B Category (primary)	M&B Category (secondary, optional)
43	Sarah Taylor	<p>To whom it may concern: The Portland Harbor Community Advisory Group and the Braided River Campaign fully support the Botanical Garden at the former McCormick and Baxter Site.</p> <p>We have studied the many complex issues of contamination and remediation and possible uses of the site. Given the near miss of it being a data center and the abuses at the Linnton Mill Site, we are grateful for the PBG acceptance of this site.</p> <p>The site will have a trail and public access and free admission for school groups. Tribes have input on design and may reserve it for their own use. This is far more than any of the three mitigation sites.</p> <p>The site requires on going monitoring and so any group must generate income to meet this obligation. Many groups were invited to adopt this site with no one willing.</p> <p>The PBG have been open and willing to engage with us at every step of the way. They have built trust and partnership.</p> <p>We believe this will be an asset along the river for generations to come. Perhaps, we too, thought a wild meadowland would be nice but after much education, realize the need for stewardship and monitoring, ask for something more. The Portland Botanical Garden rose to meet this challenge.</p> <p>Michael Loch, from DEQ, has done an outstanding job with community and tribal outreach.</p> <p>Sarah Taylor Board member PHCAG</p>	Noted	General - Supportive	
44	Maureen E Hoatlin	<p>Dear Oregon DEQ, This letter is to offer my enthusiastic support for the proposed Portland Botanical Gardens at the McCormick and Baxter superfund site, and for DEQ's approval of the draft Prospective Purchaser Agreement.</p> <p>This proposal is exciting for many reasons. As a past resident of Berkeley, CA where there is a marvelous Botanical Garden, I can attest to the many positive activities and effects that a Botanical Garden provides. Local residents, artists, scientists, families, visitors to Portland, schools, benefactors, scholars, gardeners and gardeners-to-be, naturalists, pollinators and other native animals will all benefit.</p> <p>Another under-appreciated facet of a Botanical Garden is a way for people to access and restore their solitude and peace.</p> <p>A key feature of the proposed Botanical Garden is education, formal and informal. The effects of people learning about climate-resilient native plants and pollinators, then choosing to expand some of these ideas in their own home and community gardens can be very effective to restore habitat and boost survival of native species. Just seeing examples of mature plantings can be an enormous incentive to reproduce the pleasing effect.</p> <p>An outcome that I find particularly appealing is the restoration of open spaces for the community. The Project will provide new access to an area that is also linked up with other projects that will allow contiguous greenway and pollinator habitats. Taken together, the Botanical Garden project will undoubtedly lead to an economic benefit not only for North Portland but for the entire Portland area.</p> <p>I look forward to the success of the Portland Botanical Gardens Project. It will showcase Portland's unparalleled natural beauty, build community and connect and amplify the success of Portland's rapidly developing unique riverfront.</p> <p>Sincerely, Maureen E Hoatlin Home Gardener</p>	Noted	General - Supportive	

Number	Commenter	Comment Received	DEQ Response Category	M&B Category (primary)	M&B Category (secondary, optional)
45	Matt Stein; Green Anchors Team	<p>Dear Director Feldon,</p> <p>This letter is to affirm Green Anchors' (www.greenanchorspdx.com) enthusiastic support for the proposed Portland Botanical Gardens at the McCormick and Baxter superfund site.</p> <p>We have learned about the many benefits the garden will provide for both the local North Portland community and for the general public. It will be a place of discovery, solitude, and celebration, and introduce many Portlanders to the wonder and science of plants. With the garden's pledge to develop and steward a waterfront greenway and native plant area, the project will expand available open space for North Portland community members. The garden will also complement the forthcoming Metro Willamette Cove Natural Area and the University of Portland's Franz River Campus, connecting Greenway paths and contiguous pollinator habitats.</p> <p>We also see the potential economic and employment benefits of a botanical garden in North Portland, ranging from enhanced local tourism revenue to job creation and vocational training. The emphasis on research, education, and community programs will similarly have dividends, including support for Portland and the region with information on climate resilient plantings.</p> <p>Green Anchors is a downstream neighbor of the McCormick Baxter site. We have operated an eco-industrial business and arts park at the former Marcom Shipyard site for 14 years and have dedicated over an acre of our site to a pollinator garden. We are excited to collaborate with PBG on the continuing restoration of this stretch of the Willamette.</p> <p>We sincerely hope for the project's success, and we look forward to working with the Portland Botanical Gardens to create one of the most ecologically healthy and attractive sections of our incomparable Willamette River.</p> <p>Sincerely, The Green Anchors Team</p>	Noted	General - Supportive	
46	Eric Brown	<p>January 29, 2026</p> <p>I am writing to express my strong support for the proposed plan to develop a botanical garden in our neighborhood. I believe this project represents a thoughtful, forward-looking use of the space and would be a tremendous asset to our community.</p> <p>A botanical garden would provide lasting benefits for residents of all ages. As a parent of a young child, I am especially excited by the opportunity for my son to grow up with regular access to a space that encourages curiosity about nature, environmental stewardship, and outdoor learning. Having a place where families can walk, explore, and learn together would be invaluable.</p> <p>Beyond its value to families, a botanical garden would serve as a welcoming destination for visitors and a point of pride for the neighborhood. It would enhance the character of the area, promote wellness and recreation, and offer a peaceful, accessible green space that can be enjoyed year-round. Projects like this help foster community connection while preserving and celebrating the natural environment.</p> <p>I appreciate the effort and vision that has gone into this proposal and hope you will give it your full consideration. I believe a botanical garden would be a positive, lasting investment in the quality of life of our neighborhood.</p> <p>Thank you for your time and for your commitment to thoughtful community planning.</p> <p>Sincerely, Eric Brown University Park Neighbor</p>	Noted	General - Supportive	

Number	Commenter	Comment Received	DEQ Response Category	M&B Category (primary)	M&B Category (secondary, optional)
47	Duncan Ketel; St John's Neighborhood Association Board	<p>Dear Oregon DEQ,</p> <p>This letter is to affirm the SJNA Board's enthusiastic support for the proposed Portland Botanical Gardens at the McCormick and Baxter superfund site, and for DEQ's approval of the draft Prospective Purchaser Agreement.</p> <p>We have learned about the many benefits the garden will provide for both the local North Portland community and for the general public. It will be a place of discovery, solitude, and celebration, and introduce many Portlanders to the wonder and science of plants. With the garden's pledge to develop and steward a waterfront greenway and native plant area, the project will expand available open space for North Portland community members. The garden will also complement the forthcoming Metro Willamette Cove Natural Area and the University of Portland's Franz River Campus, connecting Greenway paths and contiguous pollinator habitats.</p> <p>We also see the potential economic and employment benefits of a botanical garden in North Portland, ranging from enhanced local tourism revenue to job creation and vocational training. The emphasis on research, education, and community programs will similarly have dividends, including support for Portland and the region with information on climate resilient plantings.</p> <p>Many people in St. Johns are impatient for the superfund sites to be cleaned up and this is an important first step. In addition, it will provide one key link to the North Portland Greenway Trail.</p> <p>We sincerely hope for the project's success, and we look forward to working with the Portland Botanical Gardens to create one of the most ecologically healthy and attractive sections of our incomparable Willamette River.</p> <p>Sincerely,</p> <p>St. John's Neighborhood Association Board</p>	Noted	General - Supportive	
48	PAUL MCCARTHY	<p>Hi Sarah,</p> <p>Just under the wire, I'm writing to support plans to use the McCormack and Baxter site into the new Portland Botanical Gardens. Having looked at their plans, and living in North Portland, this seems like just what our neighborhood needs.</p> <p>I would love to be able to walk to a place of natural beauty that is focused on education and rehabilitating land that otherwise isn't accessible.</p> <p>Thanks for hearing my thoughts,</p> <p>--</p>	Noted	General - Supportive	
49	Karen E Lybrand Shimada; Waterside Renewal Foundation	<p>To Whom it May Concern:</p> <p>On behalf of The Waterside Renewal Foundation (WARF), I am writing to express our strong support for the Portland Botanical Garden's proposed stewardship of the former McCormick and Baxter site. WARF's mission and 2024-2028 Strategic Plan focus on equitable public access, environmental stewardship, Tribal partnership, and the responsible reuse of historically contaminated riverfront lands. From this perspective, the Portland Botanical Garden's proposal closely aligns with the needs and opportunities we see along the Portland Harbor, particularly in the largely marginalized area of St John's in North Portland. Through our work on nearby sites, including Green Anchors, WARF understands the complexities of remediation, long-term monitoring, and sustainable site management. These realities require active stewardship and durable governance. The Portland Botanical Garden has demonstrated the capacity and commitment to meet these obligations while delivering meaningful public benefit.</p> <p>The project's emphasis on public access, educational use, and Tribal engagement reflects best practices in community-centered stewardship and aligns directly with WARF's goals. Importantly, WARF views this effort as a potential catalyst and model for future riverfront projects, including our work at Green Anchors, where similar environmental and community considerations apply.</p> <p>We also recognize that few organizations were willing or able to take on the responsibility of this site. The Portland Botanical Garden has engaged openly with community stakeholders and brought clarity, trust, and long-term vision to the process.</p> <p>WARF believes this project will be a lasting asset along the river and a strong example of how contaminated waterfront lands can be responsibly stewarded for generations to come.</p> <p>Sincerely,</p> <p>Karen E Lybrand Shimada, Secretary Waterside Renewal Foundation</p>	Noted	General - Supportive	

Number	Commenter	Comment Received	DEQ Response Category	M&B Category (primary)	M&B Category (secondary, optional)
50	Lawrence Squiemphen III (transcribed verbal comment)	<p>Hello, this is Lawrence.</p> <p>I'll just make a quick formal comment of, you know, thanking everybody. You know, take Stephanie Blair for a lot of good questions. She brought up, you know, that was a lot of my concerns. The residuals, you know, and, you know, presents are absent, you know, but also you know thanks for the engagement...</p> <p>...You know, keeping the tribes engaged formally, you know...</p> <p>Thanks Jen for pointing this out and nudging me to, you know, step in and sit in on a lot of these meetings as we meet with you guys throughout this process.</p> <p>And you know, I'm looking forward to keeping, you know, keeping engaged with you guys to the end. And, you know, I want to give a little bit more thorough review of the prospective purchase agreement and I will have more of a, you know, a written comment hopefully by the end of the month, so I want to thank everybody.</p>	Clarification		
51	Negonne Blair (transcribed verbal comment)	<p>I am very much in support of this project. It is a big focus for CTUIR* to improve access and education to tribal uses of plants. So we definitely encourage the Tribal engagement. There's lots of exciting opportunities that we look forward to being able to provide more guidance from our community on ways that CTUIR can engage at this site. (*Confederated Tribes of Umatilla Indian Reservation)</p>	Clarification		
52	Tom Karwaki, University Park Neighborhood Association (transcribed verbal comment)	<p>Good evening, my name is Tom Karwaki. I am the chair of the University Park Neighborhood Association, and the board of the University Park Neighborhood Association has... You've spoken twice to our group, and we really appreciate that. We support this, PPA. And we think the, amount, talked about, \$3 million, with one year to get that is, reasonable. And it, protects the public, investment. And that this is a very important public, project that will provide, tremendous public benefit. And so we think it's a great, project, and we look forward to working with the, Portland Botanical Gardens, and... that's one of the main reasons why we talked about a good neighbor agreement, was just a mechanism by which both parties can get involved. The project is entirely within the University Park Neighborhood Association boundaries. Thank you very much.</p>	Noted	General - Supportive	
53	Anna Steeves-Reece (transcribed verbal comment)	<p>Hi, thanks everybody. Yeah, I provided my comment in the chat earlier, but my name's Anna Steves Reese, I'm a community health and public health researcher in Portland, and just wanted to strongly endorse this... this project and the purchase agreement for the potential impact on the physical and mental and just spiritual health, of the city and also the Pacific Northwest at large, and very excited about the interdisciplinary research opportunities that come from this, and also community-engaged research opportunities that could really provide a lot of benefit to both the region, but also really well beyond, for the country and even globally. So, thank you for the opportunity.</p>	Noted	General - Supportive	Community Engagement
54	Carolyn Devine (transcribed verbal comment)	<p>Okay, for the record, my name is Carolyn Devine. I'm just a member of the public.</p> <p>For me, public... botanical gardens provide real public benefit, and this work is personal for me. My connection to botanical gardens began when I was a super young kid visiting the Victorian-style conservatory and Belle Isle in Detroit.</p> <p>Seeing green plants year-round was an experience that shaped how I understand plants, science, and place.</p> <p>It inspired a lifelong commitment to nature-based science education, including work at the Berry Botanic Garden, which is now the Rae Selling Seed Bank at PSU, OSU Extension in Yamhill County, and as public affairs specialist at the Oregon Watershed Enhancement Board, among other roles.</p> <p>Throughout my career, and ever since moving to Portland, the dream of creating a public garden close to downtown has been foremost in my mind. I've been dreaming exactly about what the Portland Botanical Gardens is proposing to do for over 20 years.</p> <p>Botanical gardens provide real public benefit, because they protect rare and endangered plant species and help address a growing disconnect between kids and the natural world.</p> <p>Many children today can name name brands or animals, but they struggle to identify common plants or explain why they matter.</p> <p>In fact, I heard in NPR recently, a recent poll found that about 40% of kids thought bacon comes from plants. It's a striking reminder of how far removed many young people are from basic plant knowledge and food systems.</p> <p>This garden makes those connections real. It is a place for hands-on field study for K-12 students, community workshops for lifelong learners, and green workforce development that prepares people for careers in conservation, horticulture, and environmental science. It also serves as a hub for research-based partnerships, building on a long history of nature-based science education and connecting educators Scientists, and community organizations.</p> <p>By traversing Oregon, students experience the diversity of the state's landscapes and native plants. By walking around the world, they encounter plants from regions and cultures. Through direct experience, plant nature... plant knowledge becomes real. The garden connects...</p> <p>People of all ages to place, history and the living systems they depend on, building curiosity, skills, and responsibility at a time when plant life is disappearing faster than ever.</p>	Noted	General - Supportive	Community Engagement
55	Tom Kloster (transcribed verbal comment)	<p>Great, thank you. Tom Koster is spelled K-L-O-S-T-E-R. And, I wanted to mention one thing, 20... we've lived here for a long time, for 33 years, I guess, now, on Willamette Boulevard, kind of near the site. Pretty interested in the area and the potential, really, for having people get back to the river.</p> <p>We moved here to this house the year after, McCormick closed down.</p> <p>And back then, I got quite involved in a project called North Beach. I'll just mention that, because it was an effort to engage the community in rethinking who should have this site once it was cleaned up, since there was sort of an assumption it would go back to industry again.</p> <p>So I'm really excited about this project, wonderful to see it coming forward. I wanted to speak to one thing in particular, since I live on Willamette Boulevard, and we've had also years and years talking about traffic, which is... it seems to be a reason to say no to things, and I live right here, so I can just tell you, it's... yeah, it's busy.</p> <p>However, for this project, it's important, to know that we finally, finally have, a major safety project starting up right now, all the way from Richmond to Rosa Parks on Willamette Boulevard.</p> <p>Some will hate it because it's going to involve speed bumps and things like that, but in terms of the real transportation issue about access to a set like this, it isn't so much the volume. Again, I live here, it's not the volume, it's the speed that really is the concern, and this project is going to be a major benefit on that front. It will really slow traffic down.</p> <p>to where people are not, you know, in danger trying to ride a bike or walk, things like that, and people in cars. So I wanted to just mention that so that, it's maybe within the mix, since you'll likely get comments about, you know, traffic generation that always comes up for, good ideas and bad.</p> <p>But I hate to see it slow down a good idea, and especially since we have a really good solution coming in right now on Willamette Boulevard. So, thank you for giving me the opportunity to comment.</p>	Clarification	General - Supportive	

Number	Commenter	Comment Received	DEQ Response Category	M&B Category (primary)	M&B Category (secondary, optional)
56	Tom Karwaki, University Park Neighborhood Association (transcribed verbal comment)	<p>Sure. My name is Tom Karwaki, K-A-R-W-A-K-I. I'm the chair of the University Park Neighborhood Association, and the board of the University Park Neighborhood Association strongly supports this PPA.</p> <p>And... Our concern is that... We have several concerns, but we'll put those in writing, but we really strongly support this, and these other issues are more of just, how to continue the dialogue to make sure that all of the stakeholders, and adjacent neighbors, all get along.</p> <p>That's it.</p>	Noted	General - Supportive	
57	Sharon Streeter (transcribed verbal comment)	<p>Thank you. My name is Sharon Streeter. I was one of the founders of the Hardy Plant Society of Oregon, back in 1984. I've been involved with the Berry Botanic Garden, the Leech Garden, and recently the North American Rock Garden Society.</p> <p>I am very aware of the work that has been going on, and I appreciate the efforts that are being made, because it has long been a fact that Oregon has an incredible habitat for plants.</p> <p>And... and we had a... have had a nursery business here that... or industry here that has been flourishing. And, to... to finally... really give credit.</p> <p>To the natural elements that allow for, diverse plant families and the interest in global networks. It's very... it's very reassuring to finally see this happening. So, I thank you to all for your efforts, and, I look forward to be involved in the future.</p>	Noted	General - Supportive	
58	City of Portland	See attached	Noted	General - Supportive	
59	Randy J. Weber; Lisa Bucholz, Judy Matsumoto, Valorie Johnstone, Rebecca Field, Karen S. Moon. Members of Leach Botanical Garden	See attached	Clarification	General - Supportive	
60	npGreenway	See attached	Clarification	General - PBG's Plans	
61	Metro	See attached	Clarification	General - Supportive	
62	University of Portland	See attached	Noted	General - Supportive	
63	40 Mile Loop Land Trust	See attached	Clarification	General - PBG's Plans	
64	Portsmouth Neighborhood Association	See attached	Noted	General - Supportive	
65	Kpff	See attached	Noted	General - Supportive	
66	Dept of State Lands	See attached	Clarification	Superfund Sites - Portland Harbor & Willamette Cove	
67	Willamette Riverkeeper	See attached	Clarification	General - Supportive	
68	Portland Harbor Community Coalition	See attached	Clarification	General - PBG's Plans	



January 13, 2026



City of Portland

Office of the City Council
1221 SW 4th Ave. #220
Portland, OR, 97204

X @PortlandGov

f PortlandORGov

@portlandgov

portland.gov/District2

503-823-4354

Dear Portland Botanical Gardens Board of Directors,

We are writing to express our enthusiastic support for the Portland Botanical Gardens' prospective purchase agreement to acquire the McCormick and Baxter site along the Willamette River. This proposed acquisition represents not only a substantial public benefit regarding our city's environmental stewardship, but also an opportunity to enhance the quality of life in District 2 and the city of Portland

For over 30 years, the McCormick and Baxter site has sat unutilized and isolated from the community. Your vision to transform this site into a botanical garden will create new opportunities to access the riverfront and bring much-needed green space to the heart of our city. As our community continues to grow, it is vital that we ensure access to nature, open spaces, and places of refuge, particularly in areas with limited access to natural assets. The McCormick and Baxter site's proximity to the Willamette River provides a rare opportunity to reconnect our residents with this valuable natural resource.

Not only will this project enhance the ecological health of our region, but it will also serve as an economic generator for Portland. A thriving botanical garden can draw both residents and tourists, creating new opportunities for economic development in District 2 and across the city. By bringing this site to life, the Portland Botanical Gardens will help stimulate the local economy through tourism, job creation, and the promotion of sustainable, environmentally focused development.

This project aligns with our goals to create a more vibrant and equitable Portland. It will increase public access to nature, improve environmental resilience, and offer educational opportunities for students, families, and all Portlanders. The creation of this garden will foster a sense of pride in our city and reinforce Portland's reputation as a national leader in sustainability and innovation.

We strongly support this important initiative and look forward to seeing the positive impact it will have on our community. Please know that we remain committed to working with you to ensure the success of this project, which will benefit Portland for generations to come.

Thank you for your leadership and dedication to this transformative project.

Sincerely,


Councilor Dan Ryan


Councilor Elana Pirtle-Guiney


Councilor Sameer Kanal


Mayor Keith Wilson

The City of Portland is committed to providing meaningful access. To request translation, interpretation, modifications, accommodations, or other auxiliary aids or services, contact 311 (503-823-4000) for Relay Service & TTY: 711

Traducción e Interpretación
Biên Dịch và Thông Dịch
अनुवादन तथा व्याख्या
口笔译服务 | Устный и письменный перевод
Turjumaad iyo Fasiraad
Письмовий і усний переклад
Traducere și interpretariat
Chiaku me Awewen Kapas
Translation and Interpretation:
503-823-4000 or 3-1-1

Dear Metro Representatives,

I am writing as a Portland resident and a member of Leach Botanical Garden to emphasize the importance of equitable investment in existing green spaces.

While I am excited about the development of the Portland Botanical Garden, I am concerned that Leach Botanical Garden could be overshadowed without deliberate support and planning.

Outer Southeast Portland has one of the highest population densities in the city and far less green space. Financial support for Leach Botanical Garden directly benefits this community and contributes to economic stability.

I hope Metro will actively encourage collaboration between the two gardens so both thrive and expand access for all Portland residents.

Sincerely,

Randy Weber
1/23/2016

Dear Metro Representatives,

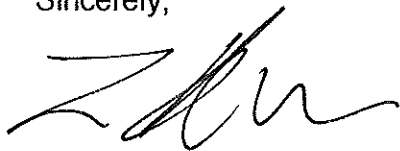
I am writing as a Portland resident who strongly supports Leach Botanical Garden and the vital role it plays in environmental education, conservation, and community well-being.

I am enthusiastic about the development of the Portland Botanical Garden and the opportunity for Portland to grow as a gardening destination. However, it is important that the creation of a new garden does not come at the expense of existing institutions such as Leach Botanical Garden.

Outer Southeast Portland is one of the most densely populated areas of the city, yet it has significantly less green space than many other parts of Portland. Supporting Leach Botanical Garden is one meaningful way to address this imbalance while also strengthening the local economy.

I hope Metro will encourage collaboration between the Portland Botanical Garden and Leach Botanical Garden so they complement one another and increase overall engagement rather than dilute public support.

Sincerely,



Lisa Buchholz

1-23-26

Dear Metro Council Members,

I am writing as a Portland resident to express my support for Leach Botanical Garden and the need for continued public investment.

I welcome the development of the Portland Botanical Garden and the opportunity it presents for Portland to grow as a gardening destination. It is essential, however, that this project does not reduce attendance, funding, or visibility for Leach Botanical Garden.

Outer Southeast Portland is densely populated and underserved in terms of green space. Supporting Leach Botanical Garden is both an environmental and economic investment.

I encourage Metro to foster collaboration between the two gardens so they strengthen one another.

Sincerely,

Judy Matsumoto

6815 SE 122nd Dr.
Portland, OR 97236

Dear Metro Officials,

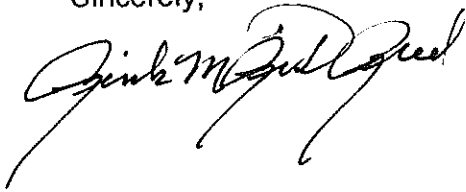
I am writing as a Portland resident who supports Leach Botanical Garden and its role in strengthening community access to nature.

I am excited about the development of the Portland Botanical Garden and the potential for Portland to be recognized as a premier gardening city. At the same time, it is critical that this new institution does not draw resources or visitors away from Leach Botanical Garden.

Outer Southeast Portland has a high concentration of residents and limited green space. Financial support for Leach Botanical Garden would help strengthen the local economy while expanding access to environmental education.

I hope Metro will encourage collaboration between the two gardens so they grow together rather than compete.

Sincerely,

A handwritten signature in black ink, appearing to read "Jink M. [unclear]". The signature is written in a cursive style with a large, sweeping initial letter.

Dear Metro Leaders,

I am writing as a Portland resident and a member of Leach Botanical Garden to urge continued support for this important educational and environmental resource.

While I am enthusiastic about Portland's growth as a gardening destination with the development of the Portland Botanical Garden, it is critical that this expansion does not divert attention or resources away from Leach Botanical Garden.

Outer Southeast Portland has a dense population and limited green space. Supporting Leach Botanical Garden strengthens environmental education and contributes to the local economy.

I hope Metro will foster collaboration between the two gardens so their missions reinforce one another and increase public engagement across the region.

Sincerely,

Valerie Johnstone

Portland, OR

Dear Metro Officials,

I am writing as a Portland resident who supports Leach Botanical Garden and its role in strengthening community access to nature.

I am excited about the development of the Portland Botanical Garden and the potential for Portland to be recognized as a premier gardening city. At the same time, it is critical that this new institution does not draw resources or visitors away from Leach Botanical Garden.

Outer Southeast Portland has a high concentration of residents and limited green space. Financial support for Leach Botanical Garden would help strengthen the local economy while expanding access to environmental education.

I hope Metro will encourage collaboration between the two gardens so they grow together rather than compete.

Sincerely,

Rebecca Field

Dear Metro Council Members,

I am writing as a Portland resident to express my support for Leach Botanical Garden and the need for continued public investment.

I welcome the development of the Portland Botanical Garden and the opportunity it presents for Portland to grow as a gardening destination. It is essential, however, that this project does not reduce attendance, funding, or visibility for Leach Botanical Garden.

Outer Southeast Portland is densely populated and underserved in terms of green space. Supporting Leach Botanical Garden is both an environmental and economic investment.

I encourage Metro to foster collaboration between the two gardens so they strengthen one another.

Sincerely,

Karen S. Moon



npGREENWAY from the willamette to the columbia

]

Sarah Miller
Oregon DEQ
700 NE Multnomah St., Ste. 600, Portland, OR 97232
Communicated by email sarah.miller@deq.oregon.gov

January 25, 2026

Concerning The Prospective Purchaser Agreement with Portland Botanical Gardens on the former Baxter McCormick property

Ms Miller,

[npGreenway](#) is an all volunteer advocacy organization that has long been working towards the completion of North Portland Willamette Greenway Trail from the Eastbank Esplanade to the Confluence of the Willamette and Columbia Rivers as a part of the 40 Mile Loop.

npGreenway is supportive of the Portland Botanical Garden with some conditions, which are: That a dual system of publicly accessible Greenway trails is constructed in the first phase of development of the Portland Botanical Garden. This means that a trail along the top of bank, close to the Willamette River would be built 8 feet to 10 feet wide, as long as a dual 12 feet trail alongside the railroad to accommodate active transportation commuters such as bicycle commuters. Lighting and emergency call buttons along the trail are necessary for safety. Access to the trail must be twenty-four hours a day every day of the year regardless of the Garden's open hours. Since the North Portland Greenway Trail will be for pedestrian and bicycle transportation as well as recreation, users must be able to depend upon the Portland Botanical Garden trail section being open. Greenway trails through Portland Botanical Garden will provide an overwhelming public benefit.

The PBG section adds to the trail recently completed by the University of Portland immediately adjacent upriver. The completion of the Portland Botanical Garden section of the Greenway Trail will add one piece of the trail that is built section by section as property owners redevelop their land. The construction of this section of the North Portland Greenway Trail will provide substantial public benefit.

Sincerely,
Francie Royce
on behalf of the npGreenway Board
froyce@gmail.com



Metro

600 NE Grand Ave.
Portland, OR 97232-2736

Memo

Date: Monday, Jan. 26, 2026
To: Sarah Miller, DEQ
From: Andrew Scott, Metro Deputy Chief Operating Officer
Subject: Portland Botanical Gardens' Prospective Purchaser Agreement

Metro is developing the Willamette Cove Nature Park, located immediately north of McCormick & Baxter Creosoting Co. Property in Portland. Willamette Cove nature park construction will begin after state and federal environmental cleanup is complete. The nature park design, shaped through Tribal and community engagement, includes a segment of the North Portland Greenway Trail, accessible shoreline paths, gathering areas, and interpretive features. Once construction is complete, the park will offer safe public access to the Willamette River, enhance regional trail connectivity, and restore important native habitat.

Metro is supportive of beneficial reuse for the public at McCormick & Baxter, as the site has been cleaned up for over 20 years yet remains vacant. Portland Botanical Gardens proposes beneficial reuse of the site including public access, public pier and river beach, connectivity to the Greenway Trail, and riparian habitat enhancements, among other elements.

Metro would like to see the dual trail system, the regional trail along the river and along the parking lot, designed and constructed with asphalt, not gravel, during Phase 1 of the project to meet DEQ's intention of the site to have an overwhelming public benefit.

Additionally, there are several representations and omissions in the Prospective Purchaser Agreement (PPA) that should be addressed. The PPA is to facilitate the purchase of the property defined in the agreement. The PPA at Page 3 Findings of Fact incorrectly identifies the property that DEQ is authorized to convey. The property defined includes 41 acres of upland and 19 acres of submerged and submersible land extending to the Willamette River harbor line, as detailed in the predecessor's deed. Even if the deed description of the property extends to the harbor line, that does not change legal ownership patterns. The in-water property below the ordinary high-water mark is owned and managed by Oregon Department of State Lands. Oregon DSL cannot be divested of its in-water property interest through this transaction. The property description in the PPA should be corrected to reflect that it is conveying only the upland acreage down to the ordinary low-water mark. This would be consistent with ownership interests upstream and downstream of the subject property, including Metro's land, which extends from the uplands to the ordinary low-water mark.

It seems the PPA makes no mention of the Easement and Equitable Servitude ("EES") granted by Oregon DLS to Oregon DEQ over the submerged and submersible lands (below the ordinary low). This document is recorded in Multnomah County Records as document no. 2004-083416. The EES includes 28 acres, extending from the subject property, out past the harbor line, and north to Willamette Cove. A large portion of the EES property is included in the PPA property description. This encumbered property cannot be conveyed through the PPA, unless of course, the grantee is assuming all the obligations of DEQ under the EES, including the financial guarantees and commitments necessary to adequately maintain the remedy to ensure public and environmental health. Additionally, given that the PPA reflects DEQ receiving funds for its interest in the remedied site, those funds should be set aside to ensure the remedy can continue to serve its purpose.

A portion of the McCormick & Baxter sediment cap extends into Willamette Cove and onto Metro property. It is well documented that the remedy north of the railroad tracks and into Willamette Cove is not functioning the same as that along the waterfront of the subject property. A recent report confirmed this is due to a variety of factors including insufficient geotechnical analysis, design flaws, contractor conduct, and scheduling management, among other factors. It is imperative that the remedy is monitored and maintained by DEQ, and appropriate funds are available in the future for this work. The compensation from the transfer of the McCormick & Baxter property to DEQ should be reserved for maintenance of the site including the articulated concrete block sediment cap in Willamette Cove.

Metro is conceptually supportive of this conveyance, assuming comments are considered and reflected in the final documents. Together, the projects will expand regional trail connectivity, restore habitat functions, and support a long-standing community and regional vision for opening access for communities along a riverfront that is largely privately owned and zoned industrial.

January 26, 2026

Oregon Department of Environmental Quality
700 NE Multnomah St. Suite 600
Portland, OR 97232

Attention: Sarah Miller

Subject: Proposed Prospective Purchaser Agreement for the McCormick & Baxter Creosoting Co. Property

Dear Oregon DEQ:

The University of Portland (“UP” or “University”) understands that the Oregon Department of Environmental Quality (“DEQ”) has proposed to enter into a Prospective Purchaser Agreement (“PPA”) with Portland Botanical Gardens (“PBG”) for the purchase and redevelopment of the former McCormick & Baxter Creosoting Co. property located at 6900 N. Edgewater Avenue in Portland. The University supports the proposed PPA and endorses PBG’s vision to transform the site into a vibrant outdoor learning space and community-serving botanical garden for North Portland and the greater region.

For the past fifteen years, the University of Portland has cleaned and restored a segment of the Willamette River shoreline on a 35-acre former industrial site adjacent to our main campus. Now known as the Franz River Campus, this revitalized property includes a facilities services building, athletic fields, a boathouse and environmental laboratory, a boat dock, an extension of the North Portland Greenway Trail, and more than 7,000 planted native plants and trees. The University takes pride in serving as a long-term steward of this shoreline for the benefit of the campus, the North Portland community, and future generations.

UP welcomes the prospect of having PBG as a neighbor and recognizes meaningful opportunities for collaboration. UP faculty drawn from Environmental Studies and Biology are serving on the PBG Research Advisory Committee, helping plan for robust research and environmental education opportunities and developing aspects of the site as a “living laboratory” to benefit students, faculty, and the broader community. These early collaborations reflect shared educational and environmental priorities and would be further strengthened by PBG’s ownership and active stewardship of the site.

PBG's vision for the property development - focused on outdoor education, conservation and climate resilience - as well as extending the Greenway Trail would enhance the Franz River Campus and contribute to a more continuous restored landscape along this portion of the Willamette River. Their plans complement the University’s long-standing efforts to repair and



improve this section of the shoreline and create space for all community members to enjoy.

Since the University's 2008 purchase of the Franz River Campus, we have been aware of occasional nuisance conditions associated with the McCormick & Baxter property. Having an actively managed neighboring site, rather than a fenced and vacant property, would be beneficial to the neighborhood. Development of the property by PBG would help address nuisance activities, enhance safety, and contribute to a more welcoming and accessible river corridor for the surrounding community.

UP believes that PBG's proposed redevelopment aligns with shared goals of environmental restoration, education, and public access. We appreciate DEQ's leadership in facilitating responsible redevelopment of former industrial properties and strongly support moving forward with the proposed PPA.

Thank you for your consideration.

Sincerely,

A handwritten signature in blue ink, appearing to read "R. Kelly", with a long horizontal flourish extending to the right.

Robert D. Kelly, PhD
President
University of Portland



January 26, 2026

TO: Sarah Miller
Oregon Department of Environmental Quality
Sarah.Miller@deq.oregon.gov

FROM: Laura (Lou) Reynoldson, President
40 Mile Loop Land Trust

RE: McCormick & Baxter site in North Portland

On behalf of the 40 Mile Loop Land Trust, a non-profit trail advocacy organization based in Multnomah County, I am submitting the following comments regarding the prospective transfer of ownership of the former McCormick & Baxter industrial property to the Portland Botanical Garden.

Importantly, the 40 Mile Loop supports future use of the property as a botanic garden. **A successful botanical garden at this location, coupled with a dual trail system as described below, will provide an overwhelming public benefit for North Portland and the entire Portland metropolitan region.**

BACKGROUND:

The 40 Mile Loop is a 150-mile-long trail system that connects all of urbanized Multnomah County. It is a project that was conceived by our non-profit organization and is being implemented by our efforts in collaboration with local government partners in Multnomah County. After 45 years of work, the 150-mile-long trail system is approaching 70% completion.

The North Portland Greenway is a key component of the 40 Mile Loop. Ultimately, it will provide a 12.2-mile-long trail connection from Portland's Eastbank Esplanade to the confluence of the Willamette and Columbia Rivers at Kelley Point Park. There, it will connect to the Marine Drive Trail, which runs east to Troutdale.

To the immediate south of the McCormick & Baxter property is a **recently completed segment of the North Portland Greenway on property owned by the University of Portland**. To the immediate north of the McCormick & Baxter property is Willamette Cove, owned by Metro. **The current plan for the Willamette Cove Nature Park includes a North Portland Greenway segment**. That segment will, in turn, connect northward to Cathedral Park, to Baltimore Woods, to Pier Park, to Chimney Park, to Smith & Bybee Wetlands, and to Kelley Point Park.

40-Mile Loop Land Trust
P.O. Box 9172
Portland, OR 97207-0262
www.40mileloop.org

TRAIL ALIGNMENTS:

A primary trail should be aligned adjacent to the existing railroad. It should be constructed to a regional trail standard of 12 feet in width, to allow people walking, bicycling, or rolling to pass alongside the site. At a width of 12 feet, the trail should be capable of safely carrying people moving at varying speeds using various modes.

A second trail joins the primary trail at the north corner of the property, goes southwesterly toward the Willamette River, turns southeast, follows the top-of-riverbank to the south end of the property, and connects to the existing trail on the University of Portland property. The second trail would roughly follow an existing crushed rock access roadway. The second trail should be paved at a lesser width because users will be moving at slower speeds than on the primary trail, and to reduce hard surface run-off near the Willamette River.

This **dual trail alignment** is necessary for public safety and to accommodate the varying needs of users. In short, the dual trail system separates users who travel at higher speeds, usually on bicycles or e-bikes, from pedestrians and bicyclists who travel at lower speeds. Users at high speeds generally want to get from point A to point B in the shortest possible time, while users at lower speeds are more often using the trail for recreational purposes, including stops to enjoy views or to watch wildlife. Where these inherently different types of uses are mixed on popular trails (e.g., Springwater Corridor), our experience informs us that conflicts occur. The dual trail alignment has been used in South Portland near the lower campus of Oregon Health Sciences University for the same reasons and with great success.

Note that the current plan for Willamette Cove also calls for a dual trail system.

The map on the following page clearly illustrates what a dual system would look like at the McCormick & Baxter site.

TRAILS AS CONDITION OF APPROVAL:

The 40 Mile Loop Land Trust requests that implementation of the dual trail alignment be a condition of approval for the transfer of the McCormick & Baxter property to the Portland Botanical Garden, and that the dual trail implementation occur at the earliest phase of the Garden's development. The dual trail system is currently under serious contemplation by the Garden's leadership. We believe that the dual trail system, implemented early, is the type of overwhelming public benefit that will help assure broad public support for the Portland Botanical Garden on the McCormick & Baxter site, and that in no way compromises the substantial public investment made to clean up the Superfund Site.



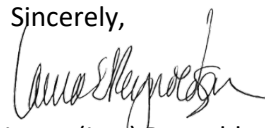
Yellow trails are 12 feet wide and paved. As planned for Willamette Cove and as proposed for Portland Botanical Garden.

Purple trails are of a lesser width and also paved. As planned for Willamette Cove and as proposed for Portland Botanical Garden.

Orange trails are existing 12-foot-wide paved trails. In this case, on the University of Portland property.

https://www.google.com/maps/d/edit?mid=1fgXia8Flh_eBgZ81AiYv4aV208Rhqpo&ll=45.57866612806404%2C-122.74002925448805&z=17

Sincerely,



Laura (Lou) Reynoldson, President
40 Mile Loop Land Trust



Portsmouth Neighborhood Association
2209 N Schofield St
Portland, Oregon 97217
www.portsmouthneighborhood.com

January 28th, 2026

Sarah Miller
Oregon DEQ
700 NE Multnomah St., Suite 600
Portland, OR 97232

Re. Portsmouth Neighborhood Association support for proposed Portland Botanical Gardens

Dear Oregon DEQ,

This letter is to express the Portsmouth Neighborhood Association's enthusiastic support for the proposed Portland Botanical Gardens at the McCormick and Baxter superfund site. We hope DEQ will approve the draft Prospective Purchaser Agreement.

As a community that has been subject to a long history of environmental racism, environmental abuse, and neglect, we love the idea of taking poisoned land and turning it into a resource for us all. As taxpayers, we all invested in the reclaiming of this space, and we believe this project will allow us all to benefit from that investment.

The garden will serve the local North Portland community and beyond. It will be a place of discovery, solitude, and celebration, and a place to explore the beauty and science of plants. With the garden's pledge to develop and steward a waterfront greenway and native plant area, the project will expand open space for North Portland community members. The garden will also complement the forthcoming Metro Willamette Cove Natural Area and the University of Portland's Franz River Campus, connecting Greenway paths, contiguous pollinator habitats and green spaces such as Baltimore Woods, Kelly Point Park, and beyond.

We also recognize the potential economic and employment benefits of a botanical garden in North Portland, ranging from enhanced local tourism revenue to job creation and vocational training. The emphasis on research, education, and community programs will similarly have dividends, including support for Portland and the region with information on climate resilient plantings.

We sincerely hope for the project's success, and we look forward to working with the Portland Botanical Gardens to create one of the most ecologically healthy and attractive sections of our incomparable Willamette River.

I send this letter on behalf of the PNA Board, but I will add a personal note that I have regularly walked this small patch of earth since around 2002, before, during and after the Superfund remediation. I have seen it used by graffiti artists, skateboarders, innumerable birds, dog walkers, trash dumpers, drug users, coyotes, foxes, rabbits, ROTC kids, and local explorers such as myself. I will take great joy in the Portland Botanical Garden as the next chapter for a storied, abused, and beautiful place.

Sincerely,

A handwritten signature in black ink, appearing to read "Mary-Margaret Wheeler-Weber". The signature is fluid and cursive, with the first name "Mary" and last name "Weber" being more prominent.

Mary-Margaret Wheeler-Weber
Vice Chair
Portsmouth Neighborhood Association
503-240-3344



January 29, 2026

RE: Letter of Support for Portland Botanical Gardens Project

To the Portland Botanical Gardens Board of Directors:

KPFF Consulting Engineers (KPFF) is proud to support the Portland Botanical Gardens board in your acquisition of the McCormick & Baxter property, located along the Willamette River just north of North Van Houten Place. Transforming this former industrial site into the Portland Botanical Gardens will be an inspiring project with the potential to restore and greatly benefit our community. KPFF is strongly dedicated to environmental restoration, sustainability, and building stronger communities through thoughtful spaces, and this project perfectly reflects those commitments.

The Portland Botanical Gardens project will not only restore access and use of a blighted and forgotten part of the city but will be a model for urban to nature transformation that will be a beacon for the community and beyond to experience nature and the scenic beauty from the riverbank of the Willamette River.

The successful restoration and development of the University of Portland's Franz River Campus, located just south of the proposed site, serves as clear evidence that transforming former brownfield areas is achievable. KPFF has first-hand knowledge of the Franz River Campus due to our active involvement in the project, allowing us to witness effective strategies for balancing environmental protection with site development, particularly when managing contamination concerns. Drawing from this precedent, the development of the Portland Botanical Gardens at the McCormick & Baxter site becomes both realistic and attainable.

We remain dedicated to this project's success and will continue supporting the team with our technical expertise and site knowledge as you move forward with the Portland Botanical Gardens.

Thank you for your commitment to bringing this unique project to life.

Sincerely,

KPFF Consulting Engineers

A handwritten signature in blue ink, appearing to read 'JAL'.

Joshua A. Lighthipe, PE
KPFF Associate

A handwritten signature in blue ink, appearing to read 'Matthew A. Dolan'.

Matt Dolan, PE
KPFF Managing Principal



DEPARTMENT OF JUSTICE
GENERAL COUNSEL DIVISION

January 30, 2026

SENT VIA EMAIL: sarah.miller@deq.oregon.gov

Sarah Miller
Oregon Department of Environmental Quality
700 NE Multnomah St. Suite 600
Portland, Or 97232

Re: Proposed Prospective Purchaser Agreement for the
McCormick & Baxter Creosoting Co. Property in Portland

Dear Ms. Miller

Thank you for the opportunity to comment on the proposed Prospective Purchaser Agreement for the McCormick & Baxter Creosoting Co. (M&B) Property, and specifically the draft Order on Consent – PPA (PPA) with the Portland Botanical Gardens (PBG or Respondent) and Easement and Equitable Servitudes (EES) with M&B. I am writing to offer comments on behalf of the Department of State Lands (ODSL).

In summary, DSL's comments focus on the following points, as described in greater detail below:

- Use of the term "Property" to refer only to the Upland Property that Respondent proposes to acquire.
- Use of the term "In-Water Area" to describe the 19-acres of submerged and submersible land, historically used by M&B.
- Include text and figures that clearly identify the Property and the In-Water Area.
- Seek ODSL review of the legal description of the Property and In-Water Area.
- Clarification of the Existing Hazardous Substance Releases definition and consistency in using that phrase.
- Clarification of the relative authority of DEQ and DSL.
- Review indemnification and insurance provisions for legal sufficiency.
- Ensure that documents are executed sequentially so that PBG acquires the property subject to the EES.

Definition of Property: Given the purposes of these documents, it is important that the descriptions of relevant areas are clear, in both text and referenced figures. The PPA describes both an “Upland Property” and an “In-Water Property.”¹ The former is described as the approximately 41-acre upland site Respondent proposes to acquire. The latter is described as an approximately 19-acre area of submerged and submersible land *offshore* in the Willamette River, historically used by M&B. The Upland Property and In-Water Property are then referred to collectively as the “Property.”²

After defining the “Property” to mean *both* the Upland Property and the In-Water Property, the term Property is then used to refer only to the property Respondent proposes to acquire.³ We suggest that the PPA use the term “Property” to refer to the area Respondent proposes to acquire and in the few places where the intent is to describe *both* the Upland Property and the In-Water Property, the PPA expressly refer to both areas individually. This seems to be an issue in only a few places and should not overburden the document.

In-Water Property: The PPA defines an approximately 19-acre area of submerged and submersible land *offshore* in the Willamette River as the “In-Water Property.” We would recommend describing this as the “In-Water Area.” Further, the PPA should include text and a figure/map that makes the location/orientation of this approximately 19-acre area clear given its importance to understanding the restrictions and obligations in the PPA and EES. “Offshore” is not sufficient and the exhibits do not clearly identify this area (and are in some cases are inconsistent).

Exhibit A: Vicinity Map: Although the PPA says the “[l]ocation of the Property is illustrated generally in the Vicinity Map, Exhibit A to this Consent Order”(¶3.B), the “Vicinity Map” outlines only the 41-acre Upland Property. It does not identify or outline the location of the approximately 19-acre in-water area described as the In-Water Property.

Exhibit B: Property Legal Description: This property legal description appears to extend out to the Harbor line. It is unclear whether this describes the Property as that term is used in the PPA (property proposed to be acquired *and* 19-acres of submerged and submersible land described as the In-Water Property) or something else.

Exhibit C (Scope of Work): The Scope of Work (SOW) includes Figure 1 that depicts “Site Capping Components McCormick & Baxter Superfund Site.” This figure illustrates remedial areas described in the PPA to which restrictions apply. It does not identify the approximately 19-acres of submerged and submersible land described as the In-Water Property. It does depict in-water capped areas and a “Property Line (approx.)” well out in the river, but it does not link either feature to the 19-acre area of submerged and submersible land described as the In-Water Property.

¹ See PPA ¶ 3.B.

² We would also recommend moving the paragraphs describing the property in PPA ¶¶ 3.A and 3.B to a place just after the paragraphs explaining the site history, for instance immediately before ¶ 3.I.

³ See *e.g.*, references to “acquisition of the Property.” (PPA ¶ 2.B(2), ¶ 3.B, ¶ 5.E, ¶ 7.O(4), ¶ 7.T, and ¶ 8.A-B).

Exhibit D (Easement and Equitable Servitudes): The EES appears to conflate the M&B Site and the Property. It describes the upland tax lot now owned by McCormick & Baxter Creosoting Co. as the “Property,” but also describes “multiple caps on different areas of the Property,” including a sediment cap.⁴ The legal description attached to the EES appears to be the same as Exhibit B discussed above.

The Property legal description ends with a line that the description is “SUBJECT TO rights of the State of Oregon and of the United States of America in and to any portion lying below ordinary high water line of the Willamette River...”⁵ The ODSL manages state-owned land held in trust for the public, including state-owned submerged and submersible land. We request that DEQ consult with ODSL’s Ownership Specialist to confirm that the legal descriptions (including the SUBJECT TO language) are consistent with ODSL’s assessment of the property boundaries and legal descriptions.

Definition of “Existing Hazardous Substance Releases”: This term is defined by reference to releases occurring before Respondent’s acquisition of ownership *or* operation.⁶ It does not recognize a circumstance where ownership and operation do not happen at the same time. Also, in Paragraph 3.I of the PPA, the document references pre-acquisition releases of hazardous substances, when the defined term “Existing Hazardous Substance Releases” may be more appropriate.⁷

Activities on or over the “In-Water Property”: Our understanding is that the agreement will be between DEQ, PBG, and M&B. DSL is not a party to the agreement. Therefore, it is important to DSL that the parties understand that nothing in this agreement impacts DSL’s authority in the management of state-owned lands (including current and former submerged and submersible lands), or DSL’s authority in the regulation of removal-fill activities.

The Scope of work includes Section 3(d) with obligations for Respondent related to the “In-Water Property.”⁸ Activities on or over the “In-Water Property” may require coordination with, and authorization or approval by, agencies other than DEQ, such as ODSL. We suggest that language be added to clarify that Respondent may need authorization from other agencies. Also, to the extent that the Respondent seeks to modify the existing remedy to facilitate overwater uses, we would request that DEQ require the Respondent to demonstrate financial ability before approving any modifications to the remedy.

⁴ See EES Recital ¶ E.

⁵ PPA Exhibit B and Exhibit A to PPA Exhibit. D.

⁶ PPA ¶ 2.B.(2).

⁷ PPA ¶ 3.I.

⁸ PPA Exhibit C ¶ 3.d

Indemnification and Insurance: We would recommend that this language be reviewed by DEQ's legal counsel for legal sufficiency, as to both indemnification and insurance.⁹ In particular, it appears that the "additional insured" sentence is incomplete.¹⁰

Order of Execution: We would recommend that DEQ ensure that the EES is executed by/for M&B before the PPA is executed by PBG. This would likely be necessary in order for the property to be subject to the EES when PBG acquires its interest in the Property.

Sincerely,



Matt B. DeVore
Assistant Attorney General

c via email: DSL Deputy Director Bill Ryan <Bill.RYAN@dsl.oregon.gov>
Assistant Attorney General Gary Vrooman <Gary.L.Vrooman@doj.oregon.gov>
Assistant Attorney General Lynne Perry <Lynne.Perry@doj.oregon.gov>

⁹ PPA ¶ 7.P.

¹⁰ PPA ¶ 7.P.(3).



Mailing: 454 Willamette St. #218
Eugene, OR 97401
Office: 8940 N. Bradford St.
Portland, OR 97203
503.223.6418
info@willametteriverkeeper.org

Michelle Emmons
Upper Willamette
Riverkeeper &
Co-Executive Director

Heather King
Lower Willamette
Riverkeeper &
Co-Executive Director

January 30, 2026

Sarah Miller
Oregon DEQ
700 NE Multnomah St., Suite 600
Portland, OR 97232

Submitted via email to sarah.miller@deq.oregon.gov

Board of Directors:

Cathryn Tortorici
President

Tamara Madsen
Treasurer

Jessie Rohrig
Secretary

Steve Hernandez

To Whom It May Concern:

Willamette Riverkeeper submits these comments in support of Oregon DEQ's Prospective Purchaser Agreement with Portland Botanical Gardens. As an organization that promotes access to the Willamette River and increases green spaces in riparian areas, we believe the proposed gardens would benefit the people of Portland, visitors, and wildlife.

The McCormick & Baxter Superfund Site is one of many properties in North Portland that have been contaminated for decades by industrial use. Over 30 years ago, DEQ declared this property an orphan site with no viable responsible party, and the EPA listed this parcel as a Superfund site. In 2005, the cleanup was completed, including capping the entire site and contaminated sediment in the Willamette River. 21 years later, a plan is in place to restore this land and create a public and environmental asset: the Portland Botanical Gardens.

As this plan has evolved, it's clear feedback has been embraced, and changes have been made in response to public and tribal concerns. We are very impressed by the evolution of this project fully support what the Portland Botanical Gardens plans to do. We do have one concern: the new dock added to the current plan. We do not believe that setting a dock on capped sediment is a good idea and are concerned that a dock could damage the cap. While we appreciate the effort to increase river access, this approach does not appear to be the most effective.

Thank you for the opportunity to comment and we look forward to watching these gardens grow.

Sincerely,

Heather King (Lower Willamette Riverkeeper) & Michelle Emmons (Upper Willamette Riverkeeper)
Co-Executive Directors

From: [LOCH Michael * DEQ](#)
To: [MILLER Sarah * DEQ](#)
Cc: [GREENFIELD Sarah * DEQ](#)
Subject: FW: PHCC's Formal McCormick & Baxter Site PPA Public Comments
Date: Friday, January 30, 2026 4:58:47 PM
Attachments: [013026McCormickBaxter.pdf](#)
[image001.png](#)

Hi Sarah (Miller) – This comment was sent to Sarah Greenfield but was meant for you.



From: Cassie Cohen <cassie@phccoalition.org>
Sent: Friday, January 30, 2026 4:57 PM
To: GREENFIELD Sarah * DEQ <Sarah.GREENFIELD@deq.oregon.gov>; PARRETT Kevin * DEQ <Kevin.PARRETT@deq.oregon.gov>; LOCH Michael * DEQ <Michael.Loch@deq.oregon.gov>
Cc: Candice Jimenez <candicebrynjimenez@gmail.com>; Renea Perry <reneaperry@pancf.org>; Jeri Jimenez <jerisw1@gmail.com>; Je Amaechi <je@uniteoregon.org>; Samantha Hernandez <samanthah1012@gmail.com>; Sadie Atwell <sadie.atwell18@gmail.com>
Subject: PHCC's Formal McCormick & Baxter Site PPA Public Comments

Please also see recommendations embedded in the attached draft PPA.

Priority # 1: PHCC is requesting that DEQ generate a response to comments document for M&B site (and all sites into the future) that communicates to the community how community priorities or concerns got incorporated (or an explanation of why they did not), both:

1. prior to public comment (feedback from early info sessions)
- and
2. during public comment period for the PPA

Priority #2: Ensure Reference to a Community Benefits Agreement (CBA)

As PHCC has already had discussions with Portland Botanical Gardens about this, PHCC is requesting that DEQ reference language in the PPA that sets the condition that **if** PBA reaches a level of funding to allow them to begin construction of habitat or to begin building construction on site, that they collaborate with community partners such as Metropolitan Alliance for Workforce Equity and Portland Harbor Community Coalition to negotiate the terms of a M&B CBA to ensure a fair, just and transparent process and protocol is carried forward to generate livable wage job opportunities for regional communities who need jobs the most.

We also request a reference as part of the PPA terms that internships, seasonal and temporary jobs all must be included as part of the negotiations to a CBA, prior to securing any voluntary or paid labor onsite.

Recommended language to insert in page 6 , section J and any other relevant section of the PPA: "Respondent will work early with community partners such as PHCC and Metropolitan Alliance for Workforce Equity to negotiate and implement a M&B Community Benefits Agreement (CBA)

to ensure that stewardship of the native riparian landscape and shallows, development of greenspace, vertical construction of site buildings and all other associated amenities is done ensuring economic justice and environmental justice."

Priority #3: Sliding scale fee structure for profit based ticket sales formula for botanical garden

Disenfranchised communities have been deprived of safe, healthy access to these lands for generations, layered with serial displacement of especially Black and Native communities over and over again. As one way to begin to address this trend, we urge DEQ to require BGA to structure their revenue generating structure to allow for sliding scale, starting at free access to the highest level (self-identified based on the person entering the dues-paying private botanical garden space).

Priority #4: Require permission for tribal uses of site and prioritization of programming exclusive to the needs of tribes or tribal/native-based organizations for ceremonial or cultural purposes, including supporting increased access to the river from the M&B site for canoe launching.

Thank you,

Cassie Cohen, Executive Director
Portland Harbor Community Coalition
She/Her/Hers

www.phccoalition.org

cell: 503-816-4342





FORMAL NOTICE

Date posted: December 1, 2025

SUBMITTED FROM PORTLAND
HARBOR COMMUNITY COALITION
January 30, 2026

Comments Requested and Virtual Public Meetings on a Proposed Prospective Purchaser Agreement for the McCormick & Baxter Creosoting Co. Property in Portland

HOW TO PROVIDE COMMENT

Facility/property: McCormick & Baxter Creosoting Co.

Project location: 6900 N Edgewater Ave., Portland

Public meeting details: See details below

Submit written comments:

By mail: Sarah Miller, Oregon DEQ, 700 NE Multnomah St., Suite 600, Portland, OR 97232

By email: sarah.miller@deq.oregon.gov

Comments due by: Jan. 30, 2026 at 5 p.m.

[Información en español disponible aquí.](#)

Proposal highlights

The Oregon Department of Environmental Quality proposes to enter into a Prospective Purchaser Agreement with Portland Botanical Gardens, an Oregon nonprofit public benefit corporation, to facilitate the purchase and redevelopment of the former McCormick & Baxter Creosoting Co. property located at 6900 N Edgewater Ave. in Portland. DEQ invites the public to attend an upcoming virtual public meeting and provide verbal or written comments on the conditions of this proposed agreement.

[Portland Botanical Gardens](#) proposes to develop research and education focused botanical gardens on a portion of the property, a public greenspace along the waterfront which will include a new segment of the Willamette River greenway, interpretive native plant gardens, and an open gathering space.

The proposed Prospective Purchaser Agreement includes conditions with which Portland Botanical Gardens must comply, including but not limited to:

- Monitoring requirements and restrictions to ensure the cleanup infrastructure is not damaged and will remain protective of human health and the environment as designed
- Public access to greenspace and the Willamette River
- Habitat improvements and conservation of riparian forest
- Community and Tribal engagement plans
- Security of the property to ensure public safety

While obtaining a Prospective Purchaser Agreement is a required step in this property transaction process, an approval is not the final step and does not mean the property transfer will immediately occur. The proposed Prospective Purchaser Agreement includes requirements and timelines that Portland Botanical Gardens will need to satisfy before DEQ will approve a property transaction, including the ability to demonstrate financial ability to implement their proposed development plans.

Translation or other formats

[Español](#) | [한국어](#) | [繁體中文](#) | [Русский](#) | [Tiếng Việt](#) | [العربية](#)
800-452-4011 | TTY: 711 | deqinfo@deq.oregon.gov



Background

The McCormick & Baxter Creosoting Co. Superfund Site is in North Portland between the University of Portland's Franz River Campus and Metro's future Willamette Cove nature park. The site includes 41 acres of land along the Willamette River and approximately 19 acres of in-water habitat.

The McCormick & Baxter Creosoting Co. operated a wood treating facility at the site between 1944 and 1991, when the company declared bankruptcy and ceased operations. The site was heavily contaminated with creosote, metals, and other contaminants over decades of industrial use.

DEQ declared the property as an "Orphan site" in 1992 due to the significant human health and environmental risk posed at the site and lack of a viable responsible party. [Orphan sites](#) are properties contaminated by a release of hazardous substances that pose serious threats to human health or the environment and where the parties responsible for the contamination are unknown, unable, or unwilling to pay for needed cleanup actions.

EPA [listed the site](#) on the National Priorities List, also known as Superfund, in June 1994 based on information collected by DEQ. EPA designated DEQ as the lead agency for implementing the cleanup while funding for remedial design and construction was provided by EPA. DEQ and EPA worked together throughout the 1990s and early 2000s to conduct studies and design and implement the cleanup project.

The cleanup was completed in 2005 and included excavation and off-site disposal of contaminated upland soil, construction of a clean soil cap over the entire site, extraction and treatment of contaminated groundwater, construction of an underground groundwater barrier wall to prevent migration of pollution from the site to the river, and capping contaminated sediment in the Willamette River. Long-term protections and environmental monitoring by DEQ and EPA are ongoing.

DEQ's [Prospective Purchaser Agreement](#) program was created in 1995 through amendments to the state's Environmental Cleanup Law. The agreement is a tool that expedites the cleanup of contaminated property and encourages property transactions that would otherwise not likely occur because of the liabilities associated with purchasing a contaminated site.

The proposed agreement provides a release from liability for claims by the State of Oregon under ORS 465.200 to 465.545 and 465.900, 466.640 and 468B.310 regarding existing hazardous substance releases at or from the property. The proposed agreement will also provide Portland Botanical Gardens with third-party liability protection.

Virtual public meetings:

DEQ will host virtual public meetings about the proposed Prospective Purchaser Agreement. This is an opportunity for the public to learn more about the project and ask questions to DEQ and Portland Botanical Gardens to help inform any comments they'd like to provide verbally or in writing. Portland

Botanical Gardens will also present its conceptual plan for the site; however, DEQ can only consider comments on the proposed Prospective Purchaser Agreement.

Session 1: Thursday, Dec. 11, 2025, from 6:00 to 7:30 p.m.

- [Register to join on Zoom](#)
- Or join via phone by calling 253-215-8782 and entering Webinar ID: 856 5522 2770, Passcode: 939913.

Session 2: Tuesday, Dec. 16, 2025, from 1:00 to 2:30 p.m.

- [Register to join on Zoom](#)
- Or join via phone by calling 253-215-8782 and entering Webinar ID: 893 3073 3227, Passcode: 128576.

Session 3: Thursday, Jan. 8, 2026, from 6:00 to 7:30 p.m.

- [Register to join on Zoom](#)
- Or join via phone by calling 253-215-8782 and entering Webinar ID: 882 9136 4220, Passcode: 866692.

For more information

Learn more by visiting DEQ's informational [project web page](#), Your DEQ Online database [web page](#), and [online project documents](#).

Spanish language interpretation is available. Please email Sarah Miller at sarah.miller@deq.oregon.gov to request language interpretation in other languages.

If you do not have web access and want to review the project file, contact Sarah Miller at 503-863-0561 or sarah.miller@deq.oregon.gov to view the documents in person at a DEQ office.

The next step

DEQ will consider all comments received by the date and time stated above before making a final decision regarding the proposed Prospective Purchaser Agreement.

Non-discrimination statement

DEQ does not discriminate on the basis of race, color, national origin, disability, age, sex, religion, sexual orientation, gender identity, or marital status in the administration of its programs and activities. Visit DEQ's [Civil Rights and Environmental Justice page](#).

DRAFT DOCUMENTS

Space above this line for Recorder's use.

After recording, return to:

Grantee

Oregon DEQ
700 NE Multnomah Street, Suite 600
Portland, OR 97232
Attention: Sarah Miller

Grantor

Portland Botanical Gardens
108 NW 9th Ave. Suite 201
Portland, OR 97209
Attn: Matt Taylor

**STATE OF OREGON
DEPARTMENT OF ENVIRONMENTAL QUALITY**

In the Matter of:

DEQ No. [insert]

Portland Botanical Gardens,

Respondent.

ORDER ON CONSENT

Pursuant to ORS 465.260(4) and 465.327, the Director, Oregon Department of Environmental Quality (“DEQ”), issues this Order on Consent (“Consent Order”) to Portland Botanical Gardens, an Oregon nonprofit public benefit corporation (“Respondent”). This Consent Order contains the following provisions:

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Exhibit A: Vicinity Map

Exhibit B: Property Legal Description

Exhibit C: Scope of Work

Exhibit D: Easement and Equitable Servitude (draft)

1. Purpose

The mutual objectives of DEQ and Respondent (collectively the “Parties”) are: (a) to protect public health, safety, and welfare and the environment in accordance with applicable provisions of ORS 465.200 through 465.420, and the regulations promulgated thereto, and (b) to facilitate productive reuse of property; and (c) to provide Respondent with protection

from potential liabilities in accordance with applicable law.

2. Stipulations

A. Respondent consents and agrees:

- (1) To issuance of this Consent Order;
- (2) To perform and comply with all provisions of this Consent Order;
- (3) In any proceeding brought by DEQ to enforce this Consent Order, to not challenge DEQ's jurisdiction to issue and enforce this Consent Order;
- (4) To waive any right Respondent might have, before commencement of action by DEQ to enforce this Consent Order, to seek judicial review or review by the Environmental Quality Commission of this Consent Order;
- (5) To not litigate, in any proceeding brought by DEQ to enforce this Consent Order or to assess penalties for noncompliance with this Consent Order, any issue other than Respondent's compliance with this Consent Order; and
- (6) To not assert, in any proceeding brought by DEQ to enforce this Consent Order or to assess penalties for noncompliance with this Consent Order, that performance of any interim or removal measures or phase of work by Respondent discharges Respondent's duty to fully perform all remaining provisions of this Consent Order.

B. DEQ and Respondent stipulate:

- (1) For the purposes of this Consent Order, the "Facility," as defined in ORS 465.200(6), means: (a) the Property and (b) the full extent of existing known or unknown contamination by hazardous substances of any media on, above, or below the Property, or that has migrated, might have migrated, or hereafter migrates to anywhere from the Property.
- (2) For the purposes of this Consent Order, "Existing Hazardous Substance Releases" means: (a) any release of hazardous substances, as defined in ORS 465.200, at the Facility existing as of the date of Respondent's acquisition of ownership or operation of the Property; (b) any spill or release of oil or hazardous material, as defined in ORS 466.605, at the Facility existing as of the date of Respondent's acquisition of ownership or operation of the Property; and (c) the entry of oil into the waters of the state, as defined in ORS 465B.005, from the Facility before the date of Respondent's acquisition of ownership or operation of the Property.

3. Findings of Fact

DEQ makes the following findings without admission of any such facts by Respondent:

- A. Portland Botanical Gardens is an Oregon nonprofit public benefit corporation.
- B. The property proposed for acquisition by Respondent, currently owned by McCormick & Baxter Creosoting Co., and Oregon Corporation (“McCormick & Baxter”), is an approximately 41-acre upland site located at 6900 N. Edgewater Street, Portland, Multnomah County, Oregon, in Section 07, Township 1 North, Range 1 East, of the Willamette Meridian (the “Upland Property”). McCormick & Baxter also historically used approximately 19 acres of submerged and submersible land offshore in the Willamette River (the “In-Water Property”). Collectively, the Upland Property and In-Water Property is referred to herein as the “Property.” The location of the Property is illustrated generally in the Vicinity Map, Exhibit A to this Consent Order. The legal description of the Property is set forth in Exhibit B to this Consent Order. All exhibits attached to this Consent Order are incorporated by reference.
- C. The McCormick & Baxter Superfund Site is a former creosote wood treating facility located on the east bank of the Willamette River in Portland, Oregon. The Site encompasses approximately 41 acres of land and an additional 23 acres of contaminated river sediments. The McCormick & Baxter Creosoting Company was founded in 1944 and continued operations until October 1991. Site investigations confirmed releases of wood-treating chemical compounds to soils, groundwater, and sediments. Remedial investigations identified two non-aqueous phase liquid (“NAPL”) plumes migrating to the river and impacting surface water and sediments, and an additional NAPL plume migrating under the Burlington Northern Santa Fe railway right-of-way toward Willamette Cove.
- D. The U.S. Environmental Protection Agency (“EPA”) added the Site to the National Priority List and designated it a federal Superfund site in 1994. The Record of Decision for the Site, issued in March 1996, and as subsequently amended and refined through a ROD amendment in 1998 and an Explanation of Significant Difference in 2002, (“ROD”) specifies the remedy needed to protect human health and the environment. DEQ and EPA entered into a Superfund State Contract which designates DEQ as the lead agency and EPA as the support agency. The Superfund State Contract specifies other roles and

responsibilities of DEQ and EPA including but not limited to DEQ's obligation to provide for long-term Operation and Maintenance ("O&M") of the remedial action, to ensure long-term protectiveness of the remedy, to use its own authority to secure access to the Site and adjacent properties necessary for DEQ or its contractors to complete the remedial action, and to ensure that institutional controls will be monitored and retained as part of long-term O&M.

- E. Various wood-treating chemicals were used during operations, including petroleum hydrocarbons (creosote and coal tar), pentachlorophenol (PCP), tetrachlorophenol, trichlorophenol, chromium, copper, zinc, hexachlorobenzene, Cellon (i.e., PCP in diesel oil, liquid butane, and isopropyl ether), dioxins/furans, polycyclic aromatic compounds (PAHs), pesticides and arsenic. As a result of historical waste-handling and disposal practices, surface soils over most of the site became contaminated with wood-treating chemicals. Creosote and oils pooled on the groundwater table, and large areas of Willamette River sediments became contaminated by creosote seeps.
- F. Construction of the Site remedy was completed in September 2005. The remedy included demolition of the McCormick and Baxter plant; soil excavation; treatment, and disposal; upland soil capping; NAPL recovery; installation of a subsurface barrier wall; construction of a multi-layer sediment cap in the Willamette River; monitoring; and engineering and institutional controls. DEQ and EPA conduct formal reviews of the Site remedy every five years. The most recent Five-Year Review report was issued on September 28, 2021.
- G. The Site remedy includes multiple caps on different areas of the Property. These caps include: a sediment cap; a riparian earthen cap; an upland earthen cap; and an upland impermeable cap. The caps are engineering controls used to prevent contact with contaminated soil, sediment, and/or groundwater. The type and location of each cap on the Property is shown in Exhibit C.
- H. DEQ and its contractors, in coordination with EPA, have prepared an O&M Plan and O&M Manual for the remedy. The O&M Plan defines the administrative, financial, and technical details and requirements for inspecting, monitoring, operating, and maintaining the remedial actions at the Site. The O&M Plan also includes information on maintaining engineering controls established at the Site pursuant to the ROD and information regarding additional restrictions to ensure that the Site is protective for the long term. The O&M

Manual contains up-to-date, site-wide record drawings of the remedial features present at the Site. The O&M Manual specifies the sampling and monitoring procedures, quality assurance and quality control, technical information, and data necessary for implementing the O&M activities. The O&M Manual is a living document that will be periodically modified by DEQ to reflect necessary monitoring and maintenance needs at the Site. The O&M Plan also may be modified over time due to changed Site conditions, new guidance, and development of further details concerning O&M at the Site.

- I. Pursuant to ORS 465.255(1)(b), Respondent could become liable to DEQ and other persons for releases of hazardous substances at or from the Property by becoming the owner or operator of the Upland Property with actual or constructive knowledge of the releases. On May 29, 2024, Respondent applied to DEQ for a “prospective purchaser agreement” under ORS 465.327 and agreed to reimburse DEQ’s costs of technical review and agreement preparation. This Consent Order is intended to protect Respondent from potential liability for pre-acquisition releases of hazardous substances at or from the Property, in return for Respondent undertaking certain obligations, as described in this Consent Order. In determining to propose this Consent Order, DEQ considered reasonably anticipated future land uses at the Property and surrounding properties and consulted with the City of Portland.

- J. Respondent intends to develop community-serving botanical gardens that will incorporate a large collection of exclusively of native plants and facilitate prevailing wage jobs, research and educational programs and display a large collection of native plants, and facilitate vocational and research programs for ecological resilience, biological habitats, and responsible horticulture. Respondent will also develop and manage an adjacent Greenspace (encompassing a portion of the Willamette River Greenway trail, native plant collections, and open gathering space) and river access for the public. Respondent intends to work with tribal authorities, public agencies, and leading conservation groups to design and steward the native riparian landscape and shallows, and collaborate with educational institutions to develop and share horticultural knowledge throughout the region. Respondent intends to develop the botanical gardens in phases. Phase I (planned for 2026 – 2028) is anticipated to include ongoing conservation of plant habitat and public access to portions of the Upland Property. Phase II (planned for 2029 – 2031) is anticipated to include construction / extension of the Willamette River Greenway, development of Greenspace, vertical

construction of site buildings, and associated amenities. Phase III (planned for 2032 – 2035) is anticipated to include completing the botanical gardens and associated infrastructure, including a visitor and learning center and various plant conservatories.

K. DEQ held an informational meeting in February 2025 with representatives of community organizations that have expressed interest in reuse of the site. DEQ also held an informational meeting with Tribal partners in February 2025. On May 8, 2025, DEQ (together with Respondent) held a community meeting about Respondent’s proposed site reuse. On [Date], DEQ published notice of this proposed Consent Order and provided opportunity for formal comment in accordance with ORS 465.320(1) and 465.327(3). [Insert public meeting date and oral comments received, if applicable] The comment period ended [Date]. Comments were received and considered by DEQ, as documented in the administrative record.

4. Conclusions of Law and Determinations

Based on the above findings of fact and the administrative record, DEQ determines, without admission of any such determinations by Respondent, that:

- A. Respondent is a “person” within the meaning of ORS 465.200(13).
- B. The contaminants described in Subsection 3.E. are “hazardous substances” within the meaning of ORS 465.200(9).
- C. The presence of hazardous substances at the Property constitutes a “release” or “threat of release” into the environment within the meaning of ORS 465.200(14).
- D. The Property described in Subsection 3.B. is a “facility” within the meaning of ORS 465.200(6).
- E. Respondent is not currently liable under ORS 465.255, 466.640, or 468B.310 for the Existing Hazardous Substance Releases.
- F. Removal or remedial action is necessary at the Property to protect human health or the environment;
- G. Respondent’s ownership and operation of the Property will not cause, contribute to, or exacerbate existing contamination, increase health risks, or interfere with remedial measures at the Property;
- H. A substantial public benefit will result from this Consent Order; and
- I. The release from liability set forth in Subsection 8.A satisfies the criteria set forth in

ORS 465.327(1).

Based upon the above Stipulations, Findings of Fact, Conclusions of Law and Determinations, DEQ ORDERS:

5. Work to be Performed

A. Compensation/Consideration

- (1) Respondent will make a cash payment to DEQ upon taking ownership of the Property in the amount of \$1,195,000.00.
- (2) Upon receipt of payment under Paragraph 5.A(1), DEQ will take all necessary actions to release any lien and/or encumbrance placed by DEQ on the Property.

B. Measures to be Undertaken

- (1) Respondent will develop the Upland Property botanical gardens and other associated uses in accordance with the terms set forth in the Scope of Work (“SOW”), attached to this Consent Order as Exhibit C.

C. Modification of SOW or Related Work Plans

- (1) If DEQ determines that modification to the work specified in the SOW, and/or in work or design plans developed pursuant to the SOW, is necessary in order to implement or maintain the effectiveness of the remedy set forth in the ROD, DEQ may require that such modification be incorporated in the SOW and/or such work or design plans; provided, any such modification may be required pursuant to this paragraph only to the extent that the modification is necessary to preserve the remedy selected in the ROD.
- (2) Subject to dispute resolution under Subsection 7.M., Respondent will modify the SOW and/or work or design plans as required by DEQ and implement any work required by the modifications. Before invoking dispute resolution under Subsection 7.M., Respondent and DEQ will make a good-faith effort to resolve any dispute regarding DEQ-requested modifications by informal discussions for no more than 30 days following notice from DEQ of a requested modification.

D. Additional Measures

Respondent may elect at any time during the term of this Consent Order to undertake measures, beyond those required under this Consent Order and the SOW, necessary to address the release or threatened release of hazardous substances at the Property. Such additional measures are subject to prior approval by DEQ. DEQ’s approval will be granted

if DEQ determines that the additional measures are consistent with the remedial action objectives in the ROD and will not threaten human health or the environment.

E. Site Restrictions and Periodic Reviews

- (1) If the draft Easement and Equitable Servitude attached to this Consent Order as Exhibit D has not been recorded with the County Clerk, Multnomah County at the time of acquisition, Respondent will, within 30 days of the acquisition of the Property, record with the County Clerk, Multnomah County, the Easement and Equitable Servitude. Respondent will provide DEQ a file-stamped copy of the Easement and Equitable Servitude within five working days of recording.
- (2) Property subject to the Easement and Equitable Servitude may be freely alienated at any time after recording, provided the deed or other instrument of conveyance refers to or incorporates the Easement and Equitable Servitude.
- (3) Any deed, title, or other instrument of conveyance regarding the Property must contain a notice that the Property is the subject of this Consent Order. Respondent, in any such deed or conveyance, must also reserve such access (by easement, right-of-way, or otherwise) as might be necessary to carry out Respondent's obligations under this Consent Order.
- (4) At least once every five years, DEQ will review the remedy to ensure that the Property remains protective of public health, safety, and welfare and the environment. Periodic reviews will include evaluation of monitoring data, progress reports, inspection and maintenance reports, land and water uses, compliance with institutional controls, and any other relevant information.
- (5) The restrictions noted above and contained in the Easement and Equitable Servitude are not intended to waive or diminish any other rights or privileges Respondent may have as an owner of property abutting state-owned submerged and submersible lands.

6. Public Participation

Upon issuance of this Consent Order, DEQ will provide public notice of the Consent Order through issuance of a press release, at a minimum to a local newspaper of general circulation, describing the measures required under this Consent Order. Copies of the Consent Order will be made available to the public. DEQ will provide Respondent a draft of such press release and consider any comments by Respondent on the draft press release, before publication.

7. General Provisions

A. Project Managers

- (1) To the extent possible, all reports, notices, and other communications required under or relating to this Consent Order must be directed to:

DEQ Project Manager

Sarah Miller
Department of Environmental Quality
Northwest Region
700 NE Multnomah St. Ste 600
Portland, OR 97232
Phone: 503-863-0561
Email: Sarah.Miller@deq.oregon.gov

Respondent Project Manager

Matt Taylor
Executive Director
Portland Botanical Gardens
108 NW 9th Ave. Suite 201
Portland, OR 97209
Phone: (503) 272-1199
Email: mtaylor@portlandbg.org

- (2) The Project Managers or their respective designees must be available and have the authority to make day-to-day decisions necessary to complete the work required under this Consent Order.

B. Supervising Contractor

- (1) All aspects of measures to be undertaken by Respondent pursuant to this Consent Order that may disturb Existing Hazardous Substance Releases or affect the engineering or institutional controls on the Property must be performed under the direction and supervision of a qualified employee or contractor experienced in hazardous substance remediation and knowledgeable in applicable state and federal laws, regulations, and guidance.
- (2) Within 30 days of the effective date of this Consent Order, Respondent will notify DEQ in writing of the name, title, and qualifications of any proposed supervising contractor. DEQ may for good cause disapprove the proposed contractor. In the event of such disapproval, DEQ will notify Respondent in writing of the reasons for its disapproval within 14 days of receipt of the initial notice from Respondent. Respondent, within 14 days of receiving DEQ's notice of disapproval, will notify DEQ of the name, title, and qualifications of an alternative supervising contractor, subject to DEQ's right to disapprove under the terms and schedule specified above. DEQ approves Landau Associates, Inc. as a qualified contractor for Respondent for purposes of this Consent Order.

- (3) If, during the course of work required under this Consent Order, Respondent proposes to change its supervising contractor, Respondent will notify DEQ in accordance with the provisions of the preceding paragraph. DEQ may disapprove such contractor, under the terms and schedule specified in the preceding paragraph.

C. DEQ Approvals

- (1) Where DEQ review and approval is required for any plan or activity under this Consent Order, Respondent may not proceed to implement the plan or activity prior to DEQ approval. Any DEQ delay in granting or denying approval correspondingly extends the time for completion by Respondent. Prior approval is not required in emergencies, provided Respondent notifies DEQ immediately after the emergency and evaluates the impact of its actions.
- (2) After review of any plan, report, or other item required to be submitted for DEQ approval under this Consent Order, DEQ will: (a) approve the submission in whole or in part; or (b) disapprove the submission in whole or in part, and notify Respondent of its deficiencies and/or request modifications to cure the deficiencies.
- (3) DEQ approvals, rejections, or identification of deficiencies will be given in writing within the time specified in the SOW or as soon as practicable, and will state DEQ's reasons with reasonable specificity.
- (4) In the event of DEQ disapproval or request for modification of a submission, Respondent will, within 30 days of receipt of the DEQ notice or such longer time as may be specified in the notice, either correct the deficiencies and resubmit the revised report or other item for approval, or invoke dispute resolution under Subsection 7.M.
- (5) In the event of two deficient submittals of the same deliverable that are deficient for the same reasons due to Respondent's failure to cure the original deficiency, DEQ may modify the submission to cure the deficiency.
- (6) In the event of approval or modification of a submission by DEQ, Respondent will implement the actions required by the plan, report, or other item, as so approved or modified.

D. Access to Property

- (1) Respondent will allow DEQ to enter all portions of the Property owned by or under the control of Respondent at all reasonable times for the purpose of overseeing Respondent's performance under this Consent Order and for purposes of performing

- investigations, removal actions, and/or remedial actions. DEQ's right of access hereunder includes but is not limited to inspecting records relating to work under this Consent Order, conducting such tests and taking such samples as DEQ deems necessary, verifying data submitted to DEQ by Respondent, conducting periodic review, and using camera, sound recording, or other recording equipment. DEQ will make available to Respondent, upon Respondent's request, any photographs or recorded or videotaped material taken.
- (2) Respondent agrees to allow DEQ and its officers, agents, authorized representatives, employees, and contractors to enter the Property for the purpose of performing remedial actions. Such remedial actions at the Property may include but are not limited to:
- (a) Sampling and inspecting air, water, and/or soil at the Property;
 - (b) Constructing or excavating soil borings, test pits, and/or excavations at the Property;
 - (c) Removing contaminated soils or materials from the Property;
 - (d) Temporarily storing equipment, vehicles, tools, and other materials at the Property;
 - (e) Temporarily storing wastewaters and related materials and wastes;
 - (f) Restoring the surface condition of areas disturbed by remedial actions and repairing any structures or improvements damaged by remedial actions; and
 - (g) Photographing portions of the Property and structures, objects, and materials located thereon as necessary to facilitate remedial measures.
- (3) All tools, equipment, and other materials brought upon the Property by or at the direction of DEQ remain property of DEQ. DEQ intends to remove any tools, equipment or other materials, and any wastes or wastewaters it generates, upon completion of remedial actions at the Property, to the extent permitted by law.
- (4) No later than completion of remedial actions at the Property, DEQ intends to restore the surface condition of areas disturbed by remedial actions, to the maximum extent reasonably practicable, and to the extent permitted by law, to a condition equivalent to the condition existing before remedial actions.
- (5) DEQ will coordinate its activities with Respondent and any tenant to minimize, to the

maximum extent reasonably practicable, any impairment of access by Respondent or its business invitees on the Property and any inconvenience to or disruption of operations on the Property due to activities of DEQ.

- (6) Respondent, or its authorized representative, may observe DEQ while DEQ is undertaking remedial actions at the property; provided, any observer entering the defined work zone must have health and safety training consistent with the requirements of the applicable health and safety plan.
- (7) Respondent will not interfere with or otherwise limit any activity conducted at the Property pursuant to and consistent with this Consent Order, attached Scope of Work or Easement and Equitable Servitude by DEQ or its officers, employees, agents, contractors, or authorized representatives. This obligation also applies to and is binding upon any and all tenants of the Respondent at the Property.
- (8) Respondent will seek to obtain access to property not owned or controlled by Respondent as necessary to perform work required in this Consent Order, including access by DEQ for purposes described in Paragraph 7.D.(1). DEQ may use its statutory authority to obtain access to property on behalf of Respondent if DEQ determines that access is necessary and that Respondent has exhausted all good faith efforts to obtain access.

E. Records

- (1) In addition to those reports and documents specifically required under this Consent Order, Respondent will provide to DEQ, within 10 days of DEQ's written request, copies of Quality Assurance/Quality Control (QA/QC) memoranda and audits, raw data, final plans, task memoranda, field notes (not made by or at the direction of Respondent's attorney), and laboratory analytical reports relating to activities under this Consent Order.
- (2) Respondent will preserve all records and documents in possession or control of Respondent or its employees, agents, or contractors that relate in any way to activities under this Consent Order, for at least five years after certification of completion under Section 12. Upon DEQ's request, Respondent will provide to DEQ, or make available for copying by DEQ, copies of non-privileged records. For a period of 10

years after certification of completion, Respondent will provide DEQ 60 days notice before destruction or other disposal of such records or documents. Ten years after certification of completion, Respondent has no further obligation to preserve documents or records.

- (3) Subject to Paragraph 7.E.(4), Respondent may assert a claim of confidentiality under the Oregon Public Records Law regarding any document or record submitted to or copied by DEQ pursuant to this Consent Order. DEQ will treat documents and records for which a claim of confidentiality has been made in accordance with ORS 192.410 through 192.505. If Respondent does not make a claim of confidentiality at the time the documents or records are submitted to or copied by DEQ, the documents or records may be made available to the public without notice to Respondent.
- (4) Respondent will identify to DEQ (by addressor-addressee, date, general subject matter, and distribution) any document, record, or item withheld from DEQ on the basis of attorney-client or attorney work product privilege, except to the extent that such identifying information is itself subject to a privilege. Respondent may not assert attorney-client or work product privilege with respect to any records required to be submitted under Paragraph 7.E.(1). DEQ reserves its rights under law to obtain documents DEQ asserts are improperly withheld by Respondent.

F. Notice and Samples

- (1) Respondent will make every reasonable effort to notify DEQ of any excavation, drilling, sampling, or other fieldwork to be conducted under this Consent Order at least five working days before such activity, but in no event less than 24 hours before such activity. Upon DEQ's verbal request, Respondent will make every reasonable effort to provide a split or duplicate sample to DEQ or allow DEQ to take a split or duplicate of any sample taken by Respondent while performing work under this Consent Order. DEQ will provide Respondent with copies of all analytical data from such samples as soon as practicable.
- (2) If DEQ conducts any sampling or analysis in connection with this Consent Order, DEQ will, except in an emergency, make every reasonable effort to notify Respondent of any excavation, drilling, sampling, or other fieldwork at least 72 hours before such activity. Upon Respondent's verbal request, DEQ will make every reasonable effort to

provide a split or duplicate sample to Respondent or allow Respondent to take a split or duplicate of any sample taken by DEQ, and will provide Respondent with copies of all analytical data for such samples. Respondent will provide DEQ with copies of all analytical data from such samples as soon as practicable.

G. Quality Assurance

- (1) Respondent will conduct all sampling, sample transport, and sample analysis in accordance with QA/QC provisions approved by DEQ as part of the work plan. All plans prepared and work conducted as part of this Consent Order must be consistent with DEQ's *Environmental Cleanup Quality Assurance Policy* (DEQ10-LQ-0063-QAG). Respondent will make every reasonable effort to ensure that each laboratory used by Respondent for analysis performs such analyses in accordance with such provisions.
- (2) If DEQ conducts sampling or analysis in connection with this Consent Order, DEQ will conduct sampling, sample transport, and sample analysis in accordance with the QA/QC provisions of the approved work plan. Upon written request, DEQ will provide Respondent with copies of DEQ's records regarding such sampling, transport, and analysis.

H. [Reserved]

I. Other Applicable Laws

- (1) Subject to ORS 465.315(3), all activities under this Consent Order must be performed in accordance with all applicable federal, state, and local laws.
- (2) All activities under this Consent Order must be performed in accordance with any applicable federal, state, and local laws related to archeological objects and sites and their protection. If archeological objects or human remains are discovered during any investigation, removal, or remedial activity at the Property, Respondent will, at a minimum: (a) stop work immediately in the vicinity of the find; (b) provide any notifications required by ORS 97.745 and ORS 358.920; (c) notify the DEQ Project Manager within 24 hours of the discovery; and (d) use best efforts to ensure that Respondent and its employees, contractors, counsel, and consultants keep the discovery confidential, including but not limited to refraining from contacting the media or any third party or otherwise sharing information regarding the discovery with

any member of the public. Any project delay caused by the discovery of archaeological object or human remains is a Force Majeure under Subsection 7.L.

J. Reimbursement of DEQ Costs

- (1) DEQ will submit to Respondent a monthly invoice of costs incurred by DEQ on or after July 17, 2024 in connection with any activity related to oversight and periodic review of Respondent's implementation of this Consent Order. Each invoice must include a summary of costs billed to date.
- (2) DEQ oversight costs payable by Respondent include direct and indirect costs. Direct costs include site-specific expenses, DEQ contractor costs, and DEQ legal costs actually and reasonably incurred by DEQ under ORS 465.200 et seq. DEQ's direct cost summary must include a Land Quality Division ("LQD") direct labor summary showing the persons charging time, the number of hours, and the nature of work performed. Indirect costs include those general management and support costs of DEQ and of the LQD allocable to DEQ oversight under this Consent Order and not charged as direct, site-specific costs. Indirect charges are based on actual costs and applied as a percentage of direct personal services costs. DEQ will maintain work logs, payroll records, receipts, and other documents to document work performed and expenses incurred under this Consent Order and, upon request, will provide copies of such records to Respondent.
- (3) Within 30 days of receipt of DEQ's invoice, Respondent will pay the amount of costs billed by check payable to the "State of Oregon, Hazardous Substance Remedial Action Fund," or invoke dispute resolution under Subsection 7.M. After 30 days, any unpaid amounts that are not the subject of pending dispute resolution, or that have been determined owing after dispute resolution, becomes a liquidated debt collectible under ORS 293.250 or other applicable law.
- (4) Respondent will pay simple interest of 9% per annum on the unpaid balance of any DEQ oversight costs, which interest begins to accrue at the end of the 30-day payment period, unless dispute resolution has been invoked. Interest on any amount disputed under Subsection 7.M begins to accrue 30 days from final resolution of any such dispute.

K. Financial Ability

Prior to Respondent's acquisition, Respondent shall submit to DEQ for their review and approval information demonstrating that not less than \$3 million is available for the development of the site and the botanical gardens. Such "Financial Ability" funding may be in the form of demonstrated corporate funds, third-party guarantor/s, loans, or a combination of such or similar funding sources. **Financial pledges will not be considered as committed funds.**

L. Force Majeure

- (1) If any event occurs that is beyond Respondent's reasonable control and that causes or might cause a delay or deviation in performance of the requirements of this Consent Order despite Respondent's reasonable efforts ("Force Majeure"), Respondent will promptly, upon learning of the event, notify DEQ's Project Manager verbally of the cause of the delay or deviation, its anticipated duration, the measures that have been or will be taken to prevent or minimize the delay or deviation, and the timetable by which Respondent proposes to carry out such measures. Respondent will confirm in writing this information within five working days of the verbal notification. Failure to comply with these notice requirements precludes Respondent from asserting Force Majeure for the event and for any additional delay caused by the event.
- (2) If Respondent demonstrates to DEQ's satisfaction that the delay or deviation has been or will be caused by Force Majeure, DEQ will extend times for performance of related activities under this Consent Order as appropriate. Circumstances or events constituting Force Majeure might include but are not limited to acts of God, unforeseen strikes or work stoppages, unanticipated site conditions, delays in receiving governmental approvals or permits, unanticipated site conditions; fire, explosion, riot, sabotage, or acts of war. Normal inclement weather, increased cost of performance, or changed business or economic circumstances may not be considered Force Majeure.

M. Dispute Resolution

- (1) Except as provided in Paragraph 7.M.(4), if Respondent disagrees with DEQ regarding any matter during implementation of this Consent Order, Respondent will invoke dispute resolution by promptly notifying DEQ in writing of its objection. DEQ and Respondent then will make a good-faith effort to resolve the disagreement within 14

- days of Respondent's written objection. At the end of the 14-day period, DEQ will provide Respondent with a written statement of its position from DEQ's Northwest Region Cleanup Manager. If Respondent still disagrees with DEQ's position, then Respondent, within 14 days of receipt of DEQ's position from the Region Cleanup Manager, will provide Respondent's position and rationale in writing to DEQ's Northwest Region Administrator. The Region Administrator may discuss the disputed matter with Respondent and, in any event, will provide Respondent with DEQ's final position in writing as soon as practicable after receipt of Respondent's written position.
- (2) If Respondent refuses or fails to follow DEQ's final position pursuant to Paragraph 7.M.(1), and DEQ seeks to enforce its final position, the Parties, subject to Sections 2 and 10, are entitled to such rights, remedies, and defenses as are provided by applicable law.
 - (3) During the pendency of any dispute resolution under this subsection, the time for completion of work or obligations affected by such dispute is extended for a period of time not to exceed the actual time taken to resolve the dispute. Elements of work or obligations not affected by the dispute must be completed in accordance with the applicable schedule.
 - (4) Dispute resolution under this subsection does not apply to DEQ approval or modification of the remedial design/remedial action work plan required under the SOW (which approval or modification is nonetheless subject to Subsection 7.C.).

N. [Reserved]

O. Effect of Consent Order

- (1) DEQ may assess civil penalties under ORS 465.900 for Respondent's failure to comply with this Consent Order. Penalties do not accrue pending any contested case regarding the alleged violation. In addition to penalties, DEQ may seek any other available remedy for failure by Respondent to comply with any requirement of this Consent Order, including but not limited to termination of this Consent Order or court enforcement of this Consent Order.
- (2) Subject to Section 2, Respondent does not admit any liability, violation of law, or factual or legal findings, conclusions, or determinations asserted in this Consent Order.
- (3) Subject to Subsection 2.G. and Section 10, nothing in this Consent Order prevents

DEQ, the State of Oregon, or Respondent from exercising any rights each might have against any person not a party to this Consent Order.

- (4) This Consent Order is void and of no effect if Respondent does not complete acquisition of the Property within one year of the effective date of this Consent Order. Respondent may request an extension in writing to be granted at DEQ's discretion.
- (5) DEQ and Respondent intend for this Consent Order to be construed as an administrative settlement by which Respondent has resolved its liability to the State of Oregon, within the meaning of Section 113(f)(2) of the Comprehensive Environmental Response, Compensation and Liability Act ("CERCLA"), 42 U.S.C. § 9613(f)(2), regarding Existing Hazardous Substance Releases, and for Respondent not to be liable for claims for contribution regarding Existing Hazardous Substance Releases to the extent provided by Section 113(f)(2) of CERCLA, 42 U.S.C. §§ 9613(f)(2).

P. Indemnification and Insurance

- (1) Respondent will indemnify and hold harmless the State of Oregon and its commissions, agencies, officers, employees, contractors, and agents from and against any and all claims arising from acts or omissions related to this Consent Order of Respondent or its officers, employees, contractors, agents, receivers, trustees, or assigns. DEQ may not be considered a party to any contract made by Respondent or its agents in carrying out activities under this Consent Order.
- (2) To the extent permitted by Article XI, Section 7, of the Oregon Constitution and by the Oregon Tort Claims Act, the State of Oregon will indemnify and hold harmless Respondent and its officers, employees, contractors, and agents from and against any and all claims arising from acts or omissions related to this Consent Order of the State of Oregon or its commissions, agencies, officers, employees, contractors, or agents (except for acts or omissions constituting approval or disapproval of any activity of Respondent under this Consent Order). Respondent may not be considered a party to any contract made by DEQ or its agents in carrying out activities under this Consent Order.
- (3) Before commencing any on-site work or construction on the Property under this Consent Order, Respondent will ensure any contractors or consultants obtain and

maintain for the duration of time such contractors or consultants are working on the Upland Property pollution liability, comprehensive general liability, and automobile insurance, combined single limit per occurrence, each with limits of \$1 million. Such insurance will name DEQ as an additional insured, at a minimum, the State of Oregon. Upon DEQ request, Respondent will provide DEQ a copy or other evidence of the insurance. If Respondent demonstrates by evidence satisfactory to DEQ that its contractor(s) or subcontractor(s) maintain equivalent coverage, or coverage for the same risks but in a lesser amount or for a lesser term, Respondent may provide only that portion of the insurance that is not maintained by its contractor(s) or subcontractor(s).

Q. Parties Bound

This Consent Order is binding on the Parties and their respective successors, agents, and assigns. The undersigned representative of each Party certifies that he or she is fully authorized to execute and bind such party to this Consent Order. Respondent will notify and provide a copy of this Consent Order to any prospective successor, purchaser, lessee, assignee, or mortgagee of the Property during the term of this Consent Order.

R. Modification

DEQ and Respondent may modify this Consent Order by written agreement.

Prior to modifying the written agreement, DEQ will allow at least a 30 day public comment period with transparency regarding the proposed modification

S. Effective Date

The effective date of this Consent Order is the date of signature by the DEQ's Land Quality Division Administrator.

T. Recording

Within 14 days of Respondent's acquisition, Respondent will submit a copy or original of this Consent Order (whichever is required by the county) to be recorded in the real property records of Multnomah County, Oregon. Respondent will provide DEQ with written evidence of such recording within seven days of receipt from the County Clerk.

8. Release from Liability

A. Pursuant to ORS 465.327, and subject to Subsection 8.B. and the satisfactory performance by Respondent of its obligations under this Consent Order, Respondent is not liable to the State of Oregon under ORS 465.200 to 465.545 and 465.900, 466.640, or 468B.310 regarding Existing Hazardous Substance Releases. Respondent bears the

burden of proving by a preponderance of the evidence that a hazardous substance release (for all hazardous substances, hazardous materials, and oil described in Paragraph 2.B.(2)) existed as of the date of Respondent's acquisition of ownership or operation of the Property.

B. The release from liability under Subsection 8.A. does not affect liability of Respondent for claims arising from:

- (1) A release of hazardous substances, spill or release of oil or hazardous material, or entry of oil into the waters of the state at or from the Property on or after the date of Respondent's acquisition of ownership or operation of the Property;
- (2) Contribution to or exacerbation, on or after the date of Respondent's acquisition of ownership or operation of the Property, of a release of hazardous substance, spill or release of oil or hazardous material, or entry of oil into the waters of the state at or from the Property;
- (3) Interference or failure to cooperate, on or after the date of Respondent's acquisition of ownership or operation of the Property, with DEQ or other persons conducting remedial measures under DEQ's oversight at the Property;
- (4) Failure to exercise due care or take reasonable precautions, on or after the date of Respondent's acquisition of ownership or operation of the Property, with respect to any hazardous substance at the Property;
- (5) Disposal or management of hazardous substances or solid waste removed from the Property by or on behalf of Respondent;
- (6) Criminal liability;
- (7) Violation of federal, state, or local law on or after the date of Respondent's acquisition of ownership or operation of the Property;
- (8) Any matters as to which the State of Oregon is owed indemnification under Paragraph 7.P.(1); and
- (9) Claims based on any failure by Respondent to meet any requirements of this Consent Order.

9. Third-Party Actions

Subject to the satisfactory performance by Respondent of its obligations under this Consent Order, Respondent is not liable to any person under ORS 465.200 to 465.545, 466.640, or

468B.310 regarding Existing Hazardous Substance Releases.

10. Respondent Waivers

- A. Respondent waives any claim or cause of action it might have against the State of Oregon regarding Existing Hazardous Substance Releases; provided, Respondent reserves all rights concerning the obligations of DEQ under this Consent Order.
- B. Respondent waives any rights it might have under ORS 465.260(7) and 465.325(2) to seek reimbursement from the Hazardous Substance Remedial Action Fund or the Orphan Site Account for costs incurred under this Consent Order or related to the Property.

11. Benefits and Burdens Run with the Land

- A. Pursuant to ORS 465.327(5), the benefits and burdens of this Consent Order run with the land, provided the release from liability set forth in Section 8 limits or otherwise affects the liability only of persons who: (1) are not potentially liable under ORS 465.255, 466.640, or 468B.310 for Existing Hazardous Substance Releases; and (2) expressly assume in writing, and are bound by, the terms of this Consent Order applicable to the Property as of the date of their acquisition of ownership or operation.
- B. Upon transfer of ownership of the Property, or any portion of the Property, from Respondent to another person or entity, Respondent and the new owner will provide written notice to the DEQ Project Manager within 10 days after the transfer. No change in ownership of the Property or the corporate or partnership status of Respondent in any way alters Respondent's obligations under this Consent Order, unless otherwise approved in writing by DEQ.

12. Certification of Completion

- A. Upon Respondent's completion of Measures to Be Undertaken (as set forth in Subsection 5.A. of this Consent Order) and requirements of the SOW, Respondent will submit a final closeout report to DEQ signed by both an Oregon- registered professional engineer and Respondent's Project Manager certifying that the remedial action for the Property has been completed in accordance with this Consent Order. The report must summarize the work performed and include all necessary supporting documentation.
- B. DEQ will preliminarily determine whether the remedial action has been performed for the

Property and all oversight costs and penalties have been paid in accordance with this Consent Order. Upon a preliminary determination that the remedial action for the Property has been satisfactorily performed and all costs and penalties paid, DEQ will provide public notice and opportunity to comment on a proposed certification decision in accordance with ORS 465.320 and 465.325(10)(b). After consideration of public comment, and within 90 days after receiving Respondent's closeout report, DEQ's Northwest Region Administrator will issue a final certification decision.

- C. This Consent Order is satisfied upon issuance of DEQ's certification of completion for the remedial action and payment by Respondent of any and all outstanding costs and penalties, except that issuance of a certification of completion of the remedial action does not affect Respondent's remaining obligations under this Consent Order or for implementation of measures necessary to long-term effectiveness of the remedial action or other productive reuse of the Property.

Exhibit B: Property Legal Description

Tract in Sections 7 and 18, Township 1 North, Range 1 East of Willamette Meridian and Section 12, Township 1 North, Range 1 West of the Willamette Meridian, in the City of Portland, County of Multnomah and State of Oregon South of O.W.R.R. & N. Co's right-of-way, East of S.P.& S right-of-way, North of Harbor line, West of dedicated street; commencing at the intersection of the Westerly line of North McKenna Avenue as dedicated in the plat of Portsmouth with the Southerly line of N. Willamette Boulevard in Section 7, Township 1 North, Range 1 East of Willamette Meridian; thence North $62^{\circ}22'30''$ West 1637.69 feet; thence South $27^{\circ}37'30''$ West 55.31 feet to a point in the Southwesterly line of O.W.R.R. & N. Co's right-of-way for the point of beginning of tract to be described; running thence Northwesterly along said right-of-way line 954.16 feet to the Southeasterly line of the S.P. & S. Co's right-of-way; thence South $40^{\circ}26'40''$ West on said Southeasterly line of S.P. & S. Co's right-of-way, 1516.02 feet to the Harbor line on the Willamette River; thence South $52^{\circ}28'30''$ East along said Harbor line 1923.95 feet to a point which is South $37^{\circ}58'$ West from the Southwest end of the center line of a dedicated street as recorded in P.S. Deed [Book 426, page 537](#); thence North $37^{\circ}58'$ East 111.89 feet to the Southwest end of said dedicated street; thence North $52^{\circ}02'$ West on the said Southwest end of dedicated street 20 feet to the Northwest line of said dedicated street; thence North $37^{\circ}58'$ East on the Northwest line of said dedicated street, 376.20 feet to an angle point; thence North $26^{\circ}00'$ East on the Northwest line of said dedicated street, 167.41 feet to an angle point; thence North $52^{\circ}30'$ East along the Northwest line of said dedicated street, 433.07 feet to the said Southwesterly line of O.W.R.R. & N. Co's right-of-way; thence Northwest along said right-of-way line, 1015.75 feet to the place of beginning.

SUBJECT TO rights of the State of Oregon and of the United States of America in and to any portion lying below ordinary high water line of the Willamette River, together with the tenements, hereditaments and appurtenances thereunto belonging or in any wise appertaining.

EXHIBIT C

SCOPE OF WORK

1. Compensation / Consideration

- a. DEQ may, at its sole discretion, utilize the proceeds from the cash payment provided by Section 5.A of the Consent Order in support of remedial actions, which may include but is not limited to: evaluation, design and construction of habitat improvements within riparian earthen cap area (as shown on Figure 1) and the active channel margin of the site (between ordinary high water and ordinary low water elevations).
- b. Respondent will provide DEQ with a dedicated indoor equipment storage space measuring a minimum of 20 feet by 20 feet on the Property. Respondent will provide DEQ with a dedicated outdoor equipment storage space measuring a minimum of 100 feet by 50 feet on the Upland Property. The location of these two areas will be mutually agreed to by both DEQ and Respondent.

2. Development Requirements

- a. By 2031, Respondent will develop, and thereafter maintain, an approximately 10-acre Greenspace on the Upland Property which will be available to the public free-of-charge, and which will include a portion of the Willamette River Greenway trail (consistent with federal, state, and local jurisdictions' greenway trail requirements), native plant collections, open gathering space, and river access for the public. Respondent retains the right to charge for use of all or a portion of the Greenspace for private events. Respondent will submit a proposal identifying the portion of the Property to be used for the Greenspace in preconstruction plans submitted to DEQ for its review and approval.
- b. Respondent will submit to DEQ for review and approval, a draft Remedy Monitoring and Maintenance Plan (“RMMP”) within 90 days of taking ownership of the Property and prior to any redevelopment construction activities. The RMMP will detail the actions Respondent will perform to monitor and maintain the surface soil cap features of the cleanup remedy, including but not limited to the following.
 - i. Performing quarterly inspections of the upland caps noting the general site conditions, areas of erosion or subsidence, condition of the stormwater conveyance system, condition of vegetation, any wildlife, and other observations.
 - ii. Identifying and implementing corrective actions required to maintain integrity of the soil surface on the upland caps including maintaining above-ground stormwater flow. DEQ retains responsibility for subsurface maintenance and repairs to groundwater monitoring wells and to the underground stormwater system associated with the upland impermeable cap.

- iii. Respondent's obligations for planting and other horticultural activities at or below any demarcation layer.
- iv. Preparing annual inspection reports detailing inspections and corrective actions performed and submitting to DEQ.

DEQ will review the draft RMMP and make reasonable efforts to provide comments to Respondent within 30 days. Respondent will incorporate DEQ comments and submit a final RMMP within 30 days of receipt of DEQ comments. Respondent will implement the RMMP. Either DEQ or Respondent may request the RMMP be updated as needed and site conditions warrant.

- c. Respondent will submit to DEQ for review and approval, a draft Contaminated Media Management Plan ("CMMP") no later than 90 days before commencing any redevelopment construction activities or other use-related activities that will disturb soil below the existing upland caps. The CMMP will establish procedures for identifying, handling, characterizing, and disposing of potentially contaminated soil or groundwater, if encountered, at the Property during future construction and maintenance activities. The CMMP will identify chemical constituents of interest, relevant risk-based comparison standards, analytical methods for waste profiling, procedures for decontamination, site control, stockpiling, transport and disposal, and reporting. The CMMP will include the location and types of soil caps.
 - i. DEQ will review the draft CMMP and provide comments to Respondent within 30 days. Respondent will incorporate DEQ comments and submit a final CMMP within 30 days of receipt of DEQ comments. Respondent will implement the CMMP.
 - ii. Either DEQ or Respondent may request the CMMP be updated as needed and as site conditions warrant.
- d. Respondent will take all reasonable measures to protect the upland impermeable cap (including gas vents, monitoring wells, cleanouts, manholes, subsurface fabrics and liners, subsurface piping, and 12" PVC outfall) during any redevelopment construction and site use. In the event construction actions or site use damages or impacts the effectiveness of the upland impermeable cap, Respondent will be responsible for DEQ's costs to inspect and repair the upland impermeable cap. Respondent may request DEQ allow Respondent to repair any damage or adverse impact to the upland impermeable cap caused by Respondent's redevelopment construction and site use, subject to DEQ's review and approval of any plans for such repairs, along with any other reasonable associated requests by DEQ. Other than as set forth in this Scope of Work, DEQ will be responsible for maintenance and repair of the impermeable cap features.
- e. Respondent will take all reasonable measures to avoid damage to the subsurface barrier wall (including monitoring wells) from redevelopment construction or site use. In the event construction actions or site use impact the subsurface barrier wall, Respondent will be responsible for DEQ's costs to inspect and repair the subsurface

barrier wall. Respondent may request DEQ allow Respondent to repair any damage or adverse impact to the subsurface barrier wall caused by Respondent's redevelopment construction and site use, subject to DEQ's review and approval of any plans for such repairs, along with any other reasonable associated requests by DEQ. Other than as set forth in this Section 2.e, DEQ will be responsible for maintenance and repair of the subsurface barrier wall.

- f. Respondent will take all reasonable measures to protect the sediment cap during any redevelopment construction and site use. In the event construction actions or site use impact the sediment cap, Respondent will be responsible for DEQ's costs to inspect and repair the sediment cap. Respondent may request DEQ allow Respondent to repair any damage or adverse impact to the sediment cap caused by Respondent's redevelopment construction and site use, subject to DEQ's review and approval of any plans for such repairs, along with any other reasonable associated requests by DEQ. Other than as set forth in this Section 2.f., Respondent will not be responsible for maintenance and repair of the sediment cap.
- g. Within 90 days of taking ownership of the Property, Respondent will submit to DEQ for review and approval a draft Tribal Engagement Plan ("TEP"). Respondent will implement the final TEP incorporating any reasonable suggested changes by DEQ. Either DEQ or Respondent may request the TEP be updated as needed and site conditions warrant.
- h. Respondent will submit to DEQ for review and approval an updated Community Engagement Plan ("CEP") based on the existing CEP developed by Respondent and provided to DEQ in February 2025. Respondent will submit the CEP update within 90 days of taking ownership of the Property for DEQ's review and approval. Respondent will implement the final CEP incorporating any reasonable suggested changes by DEQ. Either DEQ or Respondent may request the CEP be updated as needed and site conditions warrant.

3. Development Restrictions

- a. Respondent will not construct trails, walkways or building intrusions within the riparian earthen cap area for purposes beyond habitat maintenance and improvement, unless approved by the National Oceanic and Atmospheric Administration ("NOAA") Fisheries and DEQ. The riparian area is defined as ordinary high water to the riverward edge of the current gravel access road (future Willamette River Greenway trail) generally located 50 feet landward from top of bank. Respondent may use and maintain the riparian habitat maintenance access shown on Figure 1.
- b. Other than routine landscaping, maintenance, or garden-related activities within the top two feet of the upland earthen cap, Respondent will not perform any ground disturbing activities without DEQ approval which may be included in the RMMP and CMMP. As appropriate, the RMMP and the CMMP will include provisions governing Respondent's obligations in the event that plants or plantings (including their roots) extend below any demarcation layer. .

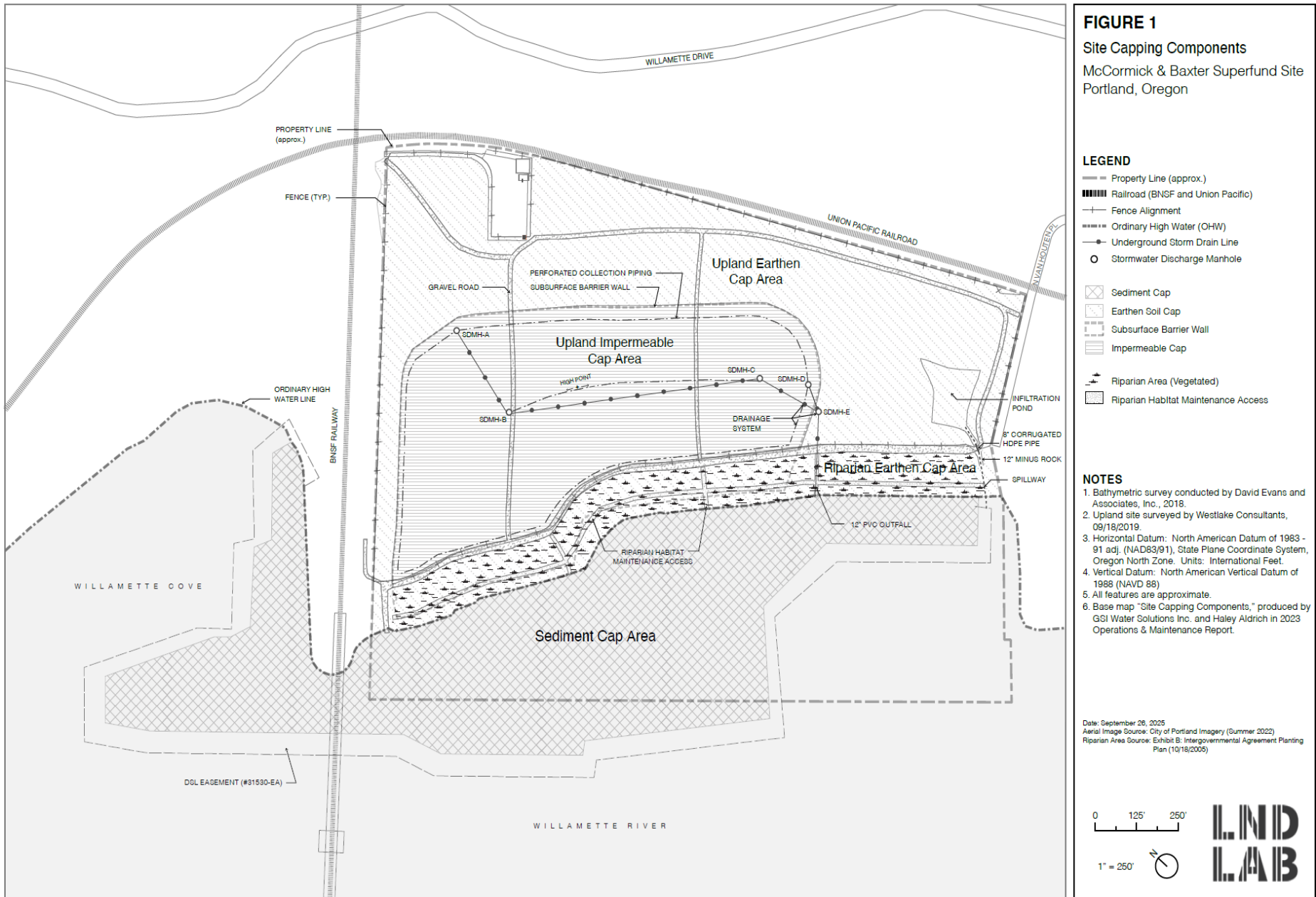
- c. Respondent will submit to DEQ for review, design and construction plans for activities that will be performed during Property redevelopment. Respondent will identify in such plans any potential disturbance, impact, or proposed changes to the upland earthen and/or impermeable caps, stormwater conveyance system, monitoring wells, or other protective features. If Respondent proposes changes to an existing protective feature (e.g. earthen cap), the proposed change will be required to maintain the same functionality and protectiveness as existing features, as determined and approved by DEQ.
 - i. Design plans will be submitted to DEQ for review at the 30 percent, 60 percent, and draft final and final design stage. DEQ will review and provide comments within 30 days of receipt. Respondent will incorporate DEQ's comments into the plans.
 - ii. Construction plans will be submitted to DEQ for review. DEQ will review and provide comments within 30 days of receipt. Respondent will incorporate DEQ's comments into the plans.
 - iii. Respondent will submit to DEQ as-builts within 90 days of the completion of each phase of development.
- d. Respondent will not conduct or authorize others to conduct any activities on or over the In-Water Property, such as dock operations or vessel movements, without written approval from DEQ. Respondent will coordinate with DEQ prior to conducting or constructing any overwater operations to ensure the activities do not adversely impact the remedy. This includes the following.
 - i. Respondent will submit to DEQ for review, design and construction plans detailing activities that will be performed. Respondent will identify proposed modifications to the remedy (e.g. sediment cap) required to accommodate future overwater uses. If Respondent proposes modifications to an existing protective feature, the proposed modification is required to maintain the same functionality and protectiveness as existing features, as determined and approved by DEQ.
 - ii. Respondent will be responsible for all costs, including DEQ oversight, associated with any required modifications of the existing remedy, as determined by DEQ, to facilitate overwater uses.
 - iii. Design plans will be submitted to DEQ for review at the 30 percent, 60 percent, and draft final and final design stage. DEQ will review and provide comments within 30 days of receipt. Respondent will incorporate DEQ's comments into the plans.
 - iv. Respondent will submit to DEQ as-builts within 90 days of the completion of construction.

4. Future Maintenance and Monitoring

Upon securing funds for ongoing maintenance and monitoring, negotiate this as part of the CBA terms

- a. Respondent will maintain site security including but not limited to: monitoring, prohibiting, and taking reasonable measures to prevent the unauthorized use of the Upland Property that may adversely impact the remedy. This includes but is not limited to trespass, camping, and trash disposal. Respondent will notify DEQ of any damage to the Property and implement repairs within 30 days of identification.
- b. Respondent will monitor and maintain the soil layer on top of the upland impermeable cap, upland earthen cap, and the riparian earthen cap in accordance with the RMMP. The caps are shown on Figure 1.
- c. Respondent may relocate or replace fencing existing at the time of acquisition on the Upland Property only if (i) Respondent provides no less than 14 days' notice to DEQ, and (ii) Respondent installs replacement fencing providing substantially the functional equivalent of the existing fencing prior to the removal of the existing fencing. Respondent will maintain the functionality of any fencing to meet the objectives of, and subject to, 4.a, above.

Figure 1 – Cap Locations



**EXHIBIT D
EASEMENT AND EQUITABLE SERVITUDES**

Space above this line for Recorder's use.

After recording, return to:

Grantee

Oregon DEQ
700 NE Multnomah St. Suite 600
Portland, Oregon 97232
Attention: Sarah Miller

Grantor

McCormick & Baxter Creosoting Co.
P.O. Box 3048
Portland, Oregon 97208
Attention: Charlie McCormick

EASEMENT AND EQUITABLE SERVITUDES

This grant of Easement and acceptance of Equitable Servitudes (“EES”) is made on _____, 2025 between McCormick & Baxter Creosoting, Co., an Oregon corporation (“Grantor” or “Owner”) and the State of Oregon, acting by and through the Oregon Department of Environmental Quality (“DEQ” or “Grantee”).

RECITALS

A. Grantor is the owner of certain real property located at 6900 North Edgewater Ave. in Portland, Multnomah County, Oregon County Tax Map 1N1E07, Tax Lot 100 (the “Property”) the location of which is more particularly described in Exhibit A attached to this EES and incorporated herein by this reference. The Property is referenced under the name McCormick & Baxter Superfund Site (DEQ ECSI No. 74; EPA CERCLIS No: 009020603) (the “Site”).

B. The McCormick & Baxter Superfund Site is a former creosote wood treating facility located on the east bank of the Willamette River in Portland, Oregon. The Site encompasses approximately 41 acres of land and an additional 23 acres of contaminated river sediments. The McCormick & Baxter Creosoting Company was founded in 1944 and continued operations at the Site until October 1991. Site investigations confirmed releases of wood-treating chemical compounds to soils, groundwater, and sediments. Remedial investigations identified two non-aqueous phase liquid (“NAPL”) plumes migrating to the river and impacting surface water and sediments, and an additional NAPL plume migrating under the Burlington Northern Santa Fe railway right-of-way toward Willamette Cove.

C. The EPA added the Site to the National Priority List in 1994. The Record of Decision for the Site, issued in March 1996, and as subsequently amended and refined through an amendment in 1998 and an Explanation of Significant Difference in 2002 (collectively, the “ROD”) specifies the remedy needed to protect human health and the environment. DEQ and EPA entered into a Superfund State Contract which designates DEQ as the lead agency and EPA as the support agency. The Superfund State Contract specifies other roles and responsibilities of DEQ and EPA including but not limited to DEQ’s obligation to provide for long-term Operation and Maintenance (“O&M”) of the remedial action, to ensure long-term protectiveness of the remedy, to use its own authority to secure access to the Site and adjacent properties necessary for DEQ or its contractors to complete the remedial action, and to ensure that institutional controls will be monitored and retained as part of long-term O&M.

D. Construction of the Site remedy was completed in September 2005. The remedy included demolition of the McCormick & Baxter plant; soil excavation; treatment, and disposal; upland soil capping; NAPL recovery; installation of a subsurface barrier wall; construction of a multi-layer sediment cap in the Willamette River; monitoring; and engineering and institutional controls. DEQ and EPA conduct formal reviews of the Site remedy every five years. The most recent Five-Year Review report was issued on September 28, 2021.

E. The Site remedy includes multiple caps on different areas of the Property. These caps include: a sediment cap; a riparian earthen cap; an upland earthen cap; and an upland impermeable cap. The caps are engineering controls used to prevent contact with contaminated soil, sediment, and/or groundwater, prevent infiltration of stormwater in the upland impermeable cap area, and filter groundwater prior to discharge into the river in the sediment cap area. The type and location of each cap on the Property is shown in Exhibit B.

F. DEQ and its contractors, in coordination with EPA, have prepared a written O&M Plan and a written O&M Manual for the remedy. The O&M Plan defines the administrative, financial, and technical details and requirements for inspecting, monitoring, operating, and maintaining the remedial actions at the Site. The O&M Plan also includes information on maintaining institutional controls established at the Site pursuant to the ROD and information regarding additional restrictions to ensure that the Site is protective for the long term. The O&M Manual contains up-to-date, site-wide record drawings of the remedial features present at the Site. The O&M Manual specifies the sampling and monitoring procedures, quality assurance and quality control, technical information, and data necessary for implementing the O&M activities. The O&M Manual is a living document that will be periodically modified by DEQ to reflect necessary monitoring and maintenance needs at the Site. The O&M Plan also may be modified over time due to changed Site conditions, new guidance, and development of further details concerning O&M at the Site. Modifications to the O&M Plan may be made by mutual agreement between EPA and DEQ.

DEQ will include a public comment period prior to approving any modification to the O&M Plan.

G. The provisions of this EES are intended to protect human health and the environment and to meet the substantive institutional control requirements set forth in the ROD.

H. Nothing in this EES constitutes an admission by Grantor of any liability for the contamination described in the EES.

1. DEFINITIONS

- 1.1 "DEQ" means the Oregon Department of Environmental Quality, and its employees, agents, and authorized representatives. "DEQ" also means any successor or assign of DEQ under the laws of Oregon, including but not limited to any entity or instrumentality of the State of Oregon authorized to perform any of the functions or to exercise any of the powers currently performed or exercised by DEQ.
- 1.2 "Engineering control" has the meaning set forth in Oregon Administrative Rule ("OAR") 340-122-0115(23) in effect as of the Effective Date.
- 1.3 "EPA" means the United States Environmental Protection Agency, and its employees, agents, and authorized representatives. "EPA" also means any successor or assign of EPA under the laws of the United States, including but not limited to any entity or instrumentality of the United States authorized to perform any of the functions or to exercise any of the powers currently performed or exercised by EPA.
- 1.4 "Hazardous substance" has the meaning set forth in Oregon Revised Statute (ORS) 465.200(9) in effect as of the Effective Date.
- 1.5 "Institutional control" has the meaning set forth in OAR 340-122-0115.
- 1.6 "Owner" means any person or entity, including Grantor, who at any time owns, occupies, or acquires any right, title, or interest in or to any portion of the Property or a vendee's interest of record to any portion of the Property, including any successor, heir, assign or holder of title or a vendee's interest of record to any portion of the Property, but excluding any entity or person who holds such interest solely for the security for the payment of an obligation and does not possess or control use of the Property.
- 1.7 "Remedial Action" has the meaning set forth in ORS 465.200 and OAR 340-122-0115 and Section 101(24) of the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA), 42 U.S.C. § 9601(24), each in effect as of the Effective Date.

Text

2. GENERAL DECLARATION

2.1 Grantor hereby grants to DEQ an Easement for access and accepts the Equitable Servitudes described in this instrument and, in so doing, declares that the Property is now subject to and must in future be conveyed, transferred, leased, encumbered, occupied, built upon, or otherwise used or improved, in whole or in part, subject to this EES.

2.2 Each condition and restriction set forth in this EES touches and concerns the Property and the equitable servitudes granted in Section 3 and easement granted in Section 4 below, collectively run with the land for all purposes, are binding upon all current and future owners of the Property as set forth in this EES, and inure to the benefit of the State of Oregon. Grantor further conveys to DEQ the perpetual right to enforce the conditions and restrictions set forth in this EES.

3. EQUITABLE SERVITUDES (REQUIRED ACTIONS AND RESTRICTIONS ON USE)

3.1. **Groundwater Use Restriction:** Owner may not extract through wells or by other means or use groundwater at the Property for consumption or other beneficial use. This prohibition does not apply to extraction of groundwater associated with groundwater treatment or monitoring activities either conducted by DEQ or their authorized representatives, or approved by DEQ, or to temporary dewatering activities related to construction, development, or the installation of sewer or utilities at the Property. Owner must conduct a waste determination on any groundwater that the Owner or their authorized representatives and contractors extracts during such monitoring, treatment, or dewatering activities and handle, store and manage wastewater according to applicable laws.

3.2 **Use Restriction - Land:** The following operations and uses are prohibited on the Property: (1) residential use of any type; and (2) commercial food-crop agricultural use of any type.

3.3 **Use Restriction – Sediment Cap Area:** Except upon prior written approval from DEQ or other delegated entity, Owner may not conduct or authorize others to conduct any activity in the Sediment Cap Area within the Property (see Exhibit B attached hereto and incorporated herein by this reference) that might penetrate or jeopardize the sediment cap’s protective function as an engineering control, including without limitation: 1) anchoring, spudding, dredging, laying cable, dragging, conducting salvage operations, operating commercial vessels of any size, operating recreational vessels greater than 30 feet in length, operating other vessels in excess of “no wake” speed or the minimum speed needed to maintain steerage; 2) operation of automobiles or other land-based vehicles on the sediment cap; 3) removal from the sediment cap of concrete or rock armoring, sediment, sand, gravel or other material that is part of the sediment cap; 4) excavating, dredging, drilling, and scraping the sediment cap; 5) placement of structures, rock or overburden on top of the sediment cap; and 6) construction of pier or dock structures where breaching the sediment cap is necessary.

3.4 **Use Restriction – Riparian Earthen Cap Area:** Except upon prior written approval from DEQ or other delegated entity, Owner or its successor may not conduct or authorize others to conduct any activity in the Riparian Earthen Cap Area (see Exhibit B) that might penetrate or jeopardize the earthen cap’s protective function as an engineering control, including without limitation: 1) any development or construction activity of any kind; 2) any use that will, or likely will, damage or remove the native trees, shrubs, other vegetation planted, or drift logs; and 3) removal of any material that is part of the soil cap from the Riparian Earthen Cap Area.

3.5 **Use Restriction – Upland Impermeable Cap Area:** Except upon prior written approval from DEQ or other delegated entity, Owner or its successor may not conduct or authorize others to conduct any activity in the Upland Impermeable Cap Area (see Exhibit B) that might penetrate or jeopardize the impermeable cap’s protective function as an engineering control, including without limitation: 1) any use that will, or likely will, jeopardize the functional integrity of the impermeable cap, drainage system, venting system, subsurface barrier wall, and groundwater monitoring network (see Exhibit C attached hereto and incorporated herein by this

reference); and 2) loading, excavating trenching, drilling, scraping, or constructing any structures.

3.6 Use Restriction – Upland Earthen Cap Area: Except upon prior written approval from DEQ or other delegated entity, Owner may not conduct or authorize others to conduct any activity in the Upland Earthen Cap Area (see Exhibit B) that might penetrate or jeopardize the earthen cap's protective function as an engineering control, including without limitation: 1) any use that will, or likely will, jeopardize the functional integrity of the earthen cap, subsurface barrier wall, drainage system, groundwater monitoring network, drainage swale, and infiltration pond (see Exhibit C); and 2) loading, excavating trenching, drilling, scraping, or constructing any structures.

3.7 Access Restriction: The Owner will control access to and across the Property as necessary to protect the remedial action features located at the Property, consistent with Section 4 of this EES.

3.8 Use of the Property. Owner may not occupy or allow other parties to occupy the Property unless the controls listed in this Section 3 are maintained.

Should put clause in here about tribal access

4. EASEMENT (RIGHT OF ENTRY)

4.1. Owner agrees to provide DEQ and EPA entry upon and inspection of any portion of the Property during reasonable hours and in accordance with Subsections 4.2 and 4.3, for the following:

- (1) To determine whether the requirements of this EES have been or are being complied with;
- (2) To determine whether the provisions of the ROD have been or are being complied with;
- (3) To conduct all investigation, removal, and remedial measures, operation and maintenance and inspections described in the ROD; and
- (4) To conduct all other investigation, removal, and remedial measures, operation and maintenance and inspections that DEQ or EPA may require in the future at the Property.

Except when necessary to address emergencies, system failures, or time-critical repairs, or an imminent threat to human health or the environment, DEQ or EPA will use best efforts to notify the Owner at least 48 hours before entry upon the Property. DEQ or EPA may enter upon the Property at any time to abate, mitigate, or cure at the expense of the Owner a violation of any condition or restriction contained in this EES, provided written notice of the violation is given to Owner describing what is necessary to correct the violation and Owner fails to cure the violation within the time specified in such notice, which shall be reasonable under the circumstances. Any such entry by DEQ or EPA to evaluate compliance or to abate, mitigate, or cure a violation may

not be deemed a trespass, and neither DEQ nor EPA shall be subject to liability to the Owner of the Property for such entry and any action taken to abate, mitigate, or cure a violation. DEQ and EPA shall be solely responsible for their employees' and agents' safety and welfare while on the Property.

4.2. Access

A. Owner agrees to allow DEQ, EPA, and their officers, agents, authorized representatives, employees, and contractors to enter the Property for the purpose of performing remedial actions. Such remedial actions at the Property may include but are not limited to:

- (1) Sampling and inspecting air, water, and/or soil at the Property;
- (2) Constructing or excavating soil borings, test pits, and/or excavations at the Property;
- (3) Removing contaminated soils or materials from the Property;
- (4) Temporarily storing equipment, vehicles, tools, and other materials at the Property;
- (5) Temporarily storing wastewaters and related materials and wastes;
- (6) Restoring the surface condition of areas disturbed by remedial actions and repairing any structures or improvements damaged by remedial actions; and
- (7) Photographing portions of the Property and structures, objects, and materials located thereon as necessary to facilitate remedial measures.

B. All tools, equipment, and other materials brought upon the Property by or at the direction of DEQ or EPA remain property of DEQ or EPA, respectively. DEQ or EPA intend to remove any tools, equipment or other materials, and any wastes or wastewaters they generate, upon completion of remedial actions at the Property, to the extent permitted by law.

C. No later than completion of remedial actions at the Property, DEQ or EPA intend to restore the surface condition of areas disturbed by remedial actions, to the maximum extent reasonably practicable, and to the extent permitted by law, to a condition equivalent to the condition existing before remedial actions.

D. DEQ or EPA will coordinate their activities with the Owner and any tenant to minimize, to the maximum extent reasonably practicable, any impairment of access by Owner or its business invitees on the Property and any inconvenience to or disruption of operations on the Property due to activities of DEQ or EPA.

E. Owner, or its authorized representative, may observe DEQ or EPA while DEQ or EPA are undertaking remedial actions at the Property; provided, any observer entering the defined work zone must have health and safety training consistent with the requirements of the applicable health and safety plan.

F. Owner will not interfere with or otherwise limit any activity conducted at the Property pursuant to and consistent with this EES by DEQ, EPA, or their officers, employees, agents, contractors, or authorized representatives. This obligation also applies to and is binding upon any and all tenants of the Owner at the Property.

4.3. Nothing in this Section 4 is intended to convey a property interest to EPA. Conditions agreed upon by Owner in this Section 4 pertaining to EPA are pursuant to EPA's access and response authority in Section 104 of CERCLA, 42 U.S.C. § 9604.

5. THIRD PARTY BENEFICIARY RIGHTS OF EPA

5.1. EPA shall have the right, but shall not be obligated, to monitor and to enforce, by all means available in law or equity, the terms of this EES as a third-party beneficiary of this EES.

5.2. EPA's rights provided in this Section 5 are in addition to, and not in derogation of, all rights of DEQ to enforce the terms of this EES. Nothing in this Section 5 shall be construed to create, either expressly or by implication, the relationship of agency between EPA and DEQ and neither EPA nor DEQ is authorized by this Section 5 to represent or act on behalf of the other in the enforcement of rights granted under this EES.

5.3. Grantor represents that it has notified EPA of EPA's status as a third-party beneficiary under Section 5 of this EES.

6. RELEASE OF RESTRICTIONS

6.1. Owner may request release of any or all of the conditions or restrictions contained in this EES by submitting such request to DEQ in writing with evidence that the conditions or restrictions are no longer necessary to protect human health and the environment. The decision to release any or all of the conditions or restrictions in this EES will be within the discretion of DEQ and EPA, and will require their joint approval in writing unless DEQ and EPA agree otherwise in writing.

6.2. Upon a determination pursuant to Subsection 6.1, DEQ and EPA will, as appropriate, execute and deliver to Owner a release of specific conditions or restrictions, or a release of this EES in its entirety.

7. GENERAL PROVISIONS

7.1. **Notice of Transfer/Change of Use.** Owner must notify DEQ and EPA within 10 days prior to the effective date of any conveyance, grant, gift, or other transfer, in whole or in part, of Owner's interest in or occupancy of the Property. Such notice must include the full name and address of the party to whom Owner has transferred an interest or right of occupancy. In addition, Owner must notify DEQ and EPA a minimum of 30 days before the effective date of any change in use of the Property that might expose human receptors to hazardous substances. Such notice must include complete details of any planned development activities or change in

use. Notwithstanding the foregoing, Owner may not commence any development inconsistent with the conditions or restrictions in Section 3 without prior written approval from DEQ and EPA as provided in Subsection 3 of this EES or removal of the condition or restriction as provided in Subsection 6.1, unless DEQ and EPA agree otherwise in writing. This subsection does not apply to the grant or conveyance of a security interest in the Property.

owner must also notify community and tribes no less than 30 days before owner's petitioning for or filing...

7.2. Zoning Changes. Owner must notify DEQ and EPA no less than 30 days before Owner's petitioning for or filing of any document initiating a rezoning of the Property that would change the base zone of the Property under the Multnomah County zoning code or any successor code. As of the date of this EES, the base zone of the Property is General Employment 2.

7.3. Partition. Owner must notify DEQ and EPA not less than 30 days before Owner's petitioning for or filing of any document initiating a partition of the Property, or relating to a possible partition of the Property. The restrictions in this EES shall run with any partitions of the Property.

7.4. Payment of Costs or Expenses. Unless necessary to a removal or remedial action performed by DEQ or EPA in accordance with the ROD, Owner shall pay all costs or expenses it incurs related to future construction, excavation, use, or occupation of the Property, including but not limited to (a) design, engineering, permitting, construction, grading, excavation, and modifications, including architectural, structural, fixtures, utilities, or engineering modifications; (b) landscaping modifications; or (c) construction worker health or safety measures. This includes but is not limited to costs for the removal, management and disposal of disturbed soils or material required to accommodate future construction, excavation, use, or occupation of the Property, and the subsequent repair or protection of all caps described in Subsection 3 above.

7.5. Inspection and Reporting. Owner will immediately notify DEQ and EPA of any condition or occurrence at the Property that does not conform with provisions of this EES. Notification provided to DEQ and EPA must include sufficient detail to allow DEQ and EPA to determine compliance with EES requirements and include a photographic log.

7.6. Reference in Deed. A reference to this EES, including its location in the public records, must be recited in any deed conveying the Property or any portion of the Property following the Effective Date. Each condition and restriction contained in this EES runs with the land so burdened until such time as the condition or restriction is removed by written certification from DEQ and EPA, recorded in the deed records of Multnomah County, certifying that the condition or restriction is no longer required to protect human health or the environment.

7.7. Effect of Recording. Upon the recording of this EES, all future Owners are conclusively deemed to have consented and agreed to every condition and restriction contained in this EES, whether or not any reference to this EES is contained in an instrument by which such person or entity occupies or acquires an interest in the Property.

7.8. Enforcement and Remedies. Upon any violation of any condition or restriction contained in this EES, the State of Oregon and the United States, may enforce this EES through any available means, seeking any available legal or equitable remedies.

7.9. IN WITNESS WHEREOF Grantor and Grantee have executed this Easement and Equitable Servitude as of the date and year first set forth above.

BY SIGNATURE BELOW, THE STATE OF OREGON APPROVES AND ACCEPTS THIS CONVEYANCE PURSUANT TO ORS 93.808.

GRANTOR: McCormick & Baxter Creosoting Company

By: _____ Date: _____
Charles R. McCormick III, President

STATE OF OREGON)
) ss.
County of Multnomah)

The foregoing instrument is acknowledged before me this _____ day of _____, 2025, by Charles R. McCormick III of McCormick & Baxter Creosoting Company, on Oregon Corporation, on behalf of the corporation.

NOTARY PUBLIC FOR OREGON

GRANTEE: State of Oregon, Department of Environmental Quality

By: _____ Date: _____
Kevin Parrett, Cleanup Program Manager, Northwest Region

STATE OF OREGON)
) ss.
County of Multnomah)

The foregoing instrument is acknowledged before me this _____ day of _____, 2025, by Kevin Parrett of the Oregon Department of Environmental Quality, on its behalf.

NOTARY PUBLIC FOR OREGON

EXHIBIT A

Legal Description of the Property

Tract in Sections 7 and 18, Township 1 North, Range 1 East of Willamette Meridian and Section 12, Township 1 North, Range 1 West of the Willamette Meridian, in the City of Portland, County of Multnomah and State of Oregon South of O.W.R.R. & N. Co's right-of-way, East of S.P. & S right-of-way, North of Harbor line, West of dedicated street; commencing at the intersection of the Westerly line of North McKenna Avenue as dedicated in the plat of Portsmouth with the Southerly line of N. Willamette Boulevard in Section 7, Township 1 North, Range 1 East of Willamette Meridian; thence North $62^{\circ}22'30''$ West 1637.69 feet; thence South $27^{\circ}37'30''$ West 55.31 feet to a point in the Southwesterly line of O.W.R.R. & N. Co's right-of-way for the point of beginning of tract to be described; running thence Northwesterly along said right-of-way line 954.16 feet to the Southeasterly line of the S.P. & S. Co's right-of-way; thence South $40^{\circ}26'40''$ West on said Southeasterly line of S.P. & S. Co's right-of-way, 1516.02 feet to the Harbor line on the Willamette River; thence South $52^{\circ}28'30''$ East along said Harbor line 1923.95 feet to a point which is South $37^{\circ}58'$ West from the Southwest end of the center line of a dedicated street as recorded in P.S. Deed [Book 426, page 537](#); thence North $37^{\circ}58'$ East 111.89 feet to the Southwest end of said dedicated street; thence North $52^{\circ}02'$ West on the said Southwest end of dedicated street 20 feet to the Northwest line of said dedicated street; thence North $37^{\circ}58'$ East on the Northwest line of said dedicated street, 376.20 feet to an angle point; thence North $26^{\circ}00'$ East on the Northwest line of said dedicated street, 167.41 feet to an angle point; thence North $52^{\circ}30'$ East along the Northwest line of said dedicated street, 433.07 feet to the said Southwesterly line of O.W.R.R. & N. Co's right-of-way; thence Northwest along said right-of-way line, 1015.75 feet to the place of beginning.

SUBJECT TO rights of the State of Oregon and of the United States of America in and to any portion lying below ordinary high water line of the Willamette River, together with the tenements, hereditaments and appurtenances thereunto belonging or in any wise appertaining.

EXHIBIT B – SITE CAPPING COMPONENTS FIGURE

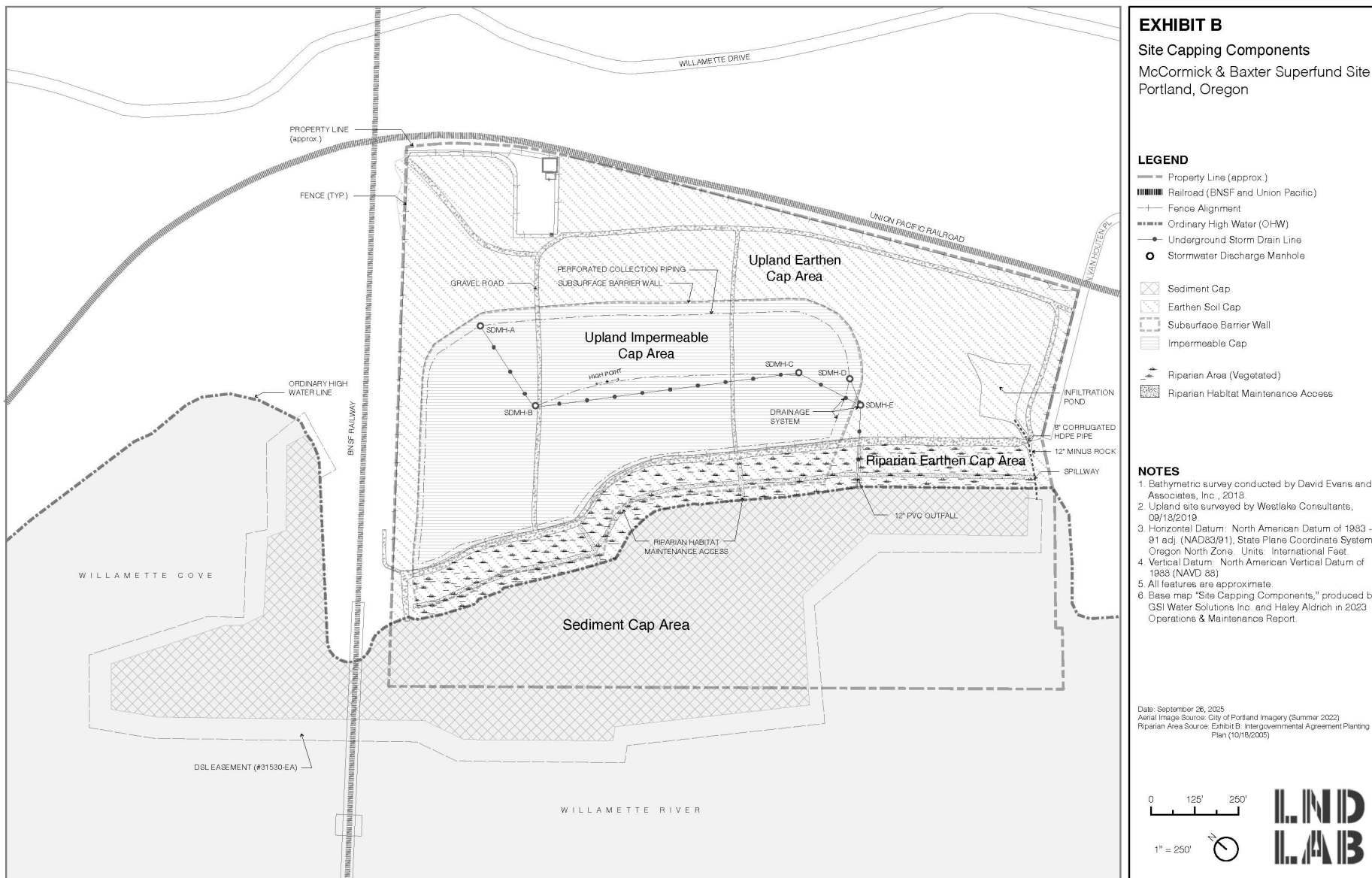


EXHIBIT C – GROUNDWATER MONITORING WELL NETWORK, SWALE, & INFILTRATION POND FIGURE



Attachment 2: Formal notice of the proposed PPA and comment period



FORMAL NOTICE

Date posted: December 1, 2025

Comments Requested and Virtual Public Meetings on a Proposed Prospective Purchaser Agreement for the McCormick & Baxter Creosoting Co. Property in Portland

HOW TO PROVIDE COMMENT

Facility/property: McCormick & Baxter Creosoting Co.

Project location: 6900 N Edgewater Ave., Portland

Public meeting details: See details below

Submit written comments:

By mail: Sarah Miller, Oregon DEQ, 700 NE Multnomah St., Suite 600, Portland, OR 97232

By email: sarah.miller@deq.oregon.gov

Comments due by: Jan. 30, 2026 at 5 p.m.

Información en español disponible próximamente.

Proposal highlights

The Oregon Department of Environmental Quality proposes to enter into a Prospective Purchaser Agreement with Portland Botanical Gardens, an Oregon nonprofit public benefit corporation, to facilitate the purchase and redevelopment of the former McCormick & Baxter Creosoting Co. property located at 6900 N Edgewater Ave. in Portland. DEQ invites the public to attend an upcoming virtual public meeting and provide verbal or written comments on the conditions of this proposed agreement.

[Portland Botanical Gardens](#) proposes to develop research and education focused botanical gardens on a portion of the property, a public greenspace along the waterfront which will include a new segment of the Willamette River greenway, interpretive native plant gardens, and an open gathering space.

The proposed Prospective Purchaser Agreement includes conditions with which Portland Botanical Gardens must comply, including but not limited to:

- Monitoring requirements and restrictions to ensure the cleanup infrastructure is not damaged and will remain protective of human health and the environment as designed
- Public access to greenspace and the Willamette River
- Habitat improvements and conservation of riparian forest
- Community and Tribal engagement plans
- Security of the property to ensure public safety

While obtaining a Prospective Purchaser Agreement is a required step in this property transaction process, an approval is not the final step and does not mean the property transfer will immediately occur. The proposed Prospective Purchaser Agreement includes requirements and timelines that Portland Botanical Gardens will need to satisfy before DEQ will approve a property transaction, including the ability to demonstrate financial ability to implement their proposed development plans.

Translation or other formats

[Español](#) | [한국어](#) | [繁體中文](#) | [Русский](#) | [Tiếng Việt](#) | [العربية](#)
800-452-4011 | TTY: 711 | deqinfo@deq.oregon.gov

Background

The McCormick & Baxter Creosoting Co. Superfund Site is in North Portland between the University of Portland's Franz River Campus and Metro's future Willamette Cove nature park. The site includes 41 acres of land along the Willamette River and approximately 19 acres of in-water habitat.

The McCormick & Baxter Creosoting Co. operated a wood treating facility at the site between 1944 and 1991, when the company declared bankruptcy and ceased operations. The site was heavily contaminated with creosote, metals, and other contaminants over decades of industrial use.

DEQ declared the property as an "Orphan site" in 1992 due to the significant human health and environmental risk posed at the site and lack of a viable responsible party. [Orphan sites](#) are properties contaminated by a release of hazardous substances that pose serious threats to human health or the environment and where the parties responsible for the contamination are unknown, unable, or unwilling to pay for needed cleanup actions.

EPA [listed the site](#) on the National Priorities List, also known as Superfund, in June 1994 based on information collected by DEQ. EPA designated DEQ as the lead agency for implementing the cleanup while funding for remedial design and construction was provided by EPA. DEQ and EPA worked together throughout the 1990s and early 2000s to conduct studies and design and implement the cleanup project.

The cleanup was completed in 2005 and included excavation and off-site disposal of contaminated upland soil, construction of a clean soil cap over the entire site, extraction and treatment of contaminated groundwater, construction of an underground groundwater barrier wall to prevent migration of pollution from the site to the river, and capping contaminated sediment in the Willamette River. Long-term protections and environmental monitoring by DEQ and EPA are ongoing.

DEQ's [Prospective Purchaser Agreement](#) program was created in 1995 through amendments to the state's Environmental Cleanup Law. The agreement is a tool that expedites the cleanup of contaminated property and encourages property transactions that would otherwise not likely occur because of the liabilities associated with purchasing a contaminated site.

The proposed agreement provides a release from liability for claims by the State of Oregon under ORS 465.200 to 465.545 and 465.900, 466.640 and 468B.310 regarding existing hazardous substance releases at or from the property. The proposed agreement will also provide Portland Botanical Gardens with third-party liability protection.

Virtual public meetings:

DEQ will host virtual public meetings about the proposed Prospective Purchaser Agreement. This is an opportunity for the public to learn more about the project and ask questions to DEQ and Portland Botanical Gardens to help inform any comments they'd like to provide verbally or in writing. Portland

Botanical Gardens will also present its conceptual plan for the site; however, DEQ can only consider comments on the proposed Prospective Purchaser Agreement.

Session 1: Thursday, Dec. 11, 2025, from 6:00 to 7:30 p.m.

- [Register to join on Zoom](#)
- Or join via phone by calling 253-215-8782 and entering Webinar ID: 856 5522 2770, Passcode: 939913.

Session 2: Tuesday, Dec. 16, 2025, from 1:00 to 2:30 p.m.

- [Register to join on Zoom](#)
- Or join via phone by calling 253-215-8782 and entering Webinar ID: 893 3073 3227, Passcode: 128576.

Session 3: Thursday, Jan. 8, 2026, from 6:00 to 7:30 p.m.

- [Register to join on Zoom](#)
- Or join via phone by calling 253-215-8782 and entering Webinar ID: 882 9136 4220, Passcode: 866692.

For more information

Learn more by visiting DEQ's informational [project web page](#), Your DEQ Online database [web page](#), and [online project documents](#).

Spanish language interpretation is available. Please email Sarah Miller at sarah.miller@deq.oregon.gov to request language interpretation in other languages.

If you do not have web access and want to review the project file, contact Sarah Miller at 503-863-0561 or sarah.miller@deq.oregon.gov to view the documents in person at a DEQ office.

The next step

DEQ will consider all comments received by the date and time stated above before making a final decision regarding the proposed Prospective Purchaser Agreement.

Non-discrimination statement

DEQ does not discriminate on the basis of race, color, national origin, disability, age, sex, religion, sexual orientation, gender identity, or marital status in the administration of its programs and activities. Visit DEQ's [Civil Rights and Environmental Justice page](#).



AVISO FORMAL

Fecha de publicación: 1 de diciembre de 2025

Solicitud de comentarios y reuniones públicas virtuales sobre un acuerdo de compra potencial para la propiedad de McCormick & Baxter Creosoting Co. en Portland

CÓMO HACER COMENTARIOS

Instalación/propiedad: McCormick & Baxter Creosoting Co.

Ubicación del proyecto: 6900 N Edgewater Ave., Portland

Detalles de la reunión pública: Véanse los detalles a continuación

Envío de comentarios por escrito:

Por correo postal: Sarah Miller, Oregon DEQ, 700 NE Multnomah St., Suite 600, Portland, OR 97232

Por correo electrónico: sarah.miller@deq.oregon.gov

Fecha límite para enviar comentarios: 30 de enero de 2026 a las 5 p. m.

Información en español a continuación

Aspectos destacados de la propuesta

El Departamento de Calidad Ambiental de Oregon propone celebrar un acuerdo de compra potencial con Portland Botanical Gardens, una corporación sin ánimo de lucro de beneficio público de Oregon, para facilitar la compra y la remodelación de la antigua propiedad de McCormick & Baxter Creosoting Co. situada en 6900 N Edgewater Ave. en Portland. El DEQ invita al público a asistir a una próxima reunión pública virtual y a presentar comentarios verbales o escritos sobre las condiciones de este acuerdo propuesto.

Portland Botanical Gardens tiene previsto desarrollar jardines botánicos centrados en la investigación y la educación en una parte de la propiedad, un espacio verde público a lo largo de la costa que incluirá un nuevo tramo de la vía verde del río Willamette, jardines interpretativos de plantas autóctonas y un espacio abierto de reunión.

El acuerdo de compraventa propuesto incluye condiciones que el Jardín Botánico de Portland debe cumplir, entre las que se incluyen, entre otras, las siguientes:

- Requisitos de supervisión y restricciones para garantizar que la infraestructura de limpieza no resulte dañada y siga protegiendo la salud humana y el medio ambiente tal y como se ha diseñado.
- Acceso público al espacio verde y al río Willamette.
- Mejoras del hábitat y conservación del bosque ribereño.
- Planes de participación de la comunidad y las tribus.
- Seguridad de la propiedad para garantizar la seguridad pública.

Aunque la obtención de un acuerdo de compraventa es un paso obligatorio en el proceso de transacción de esta propiedad, la aprobación no es el paso final y no significa que la transferencia de la propiedad se produzca de forma inmediata. El acuerdo de compraventa propuesto incluye

Traducción u otros formatos

[Español](#) | [한국어](#) | [繁體中文](#) | [Русский](#) | [Tiếng Việt](#) | [العربية](#)
800-452-4011 | TTY: 711 | deqinfo@deq.oregon.gov



requisitos y plazos que Portland Botanical Gardens deberá cumplir antes de que el DEQ apruebe la transacción de la propiedad, incluida la capacidad de demostrar la solvencia financiera para llevar a cabo los planes de desarrollo propuestos.

Antecedentes

El sitio Superfund de McCormick & Baxter Creosoting Co. se encuentra en el norte de Portland, entre el campus Franz River de la Universidad de Portland y el futuro parque natural Willamette Cove de Metro. El emplazamiento incluye 41 acres de terreno a lo largo del río Willamette y aproximadamente 19 acres de hábitat acuático.

La empresa McCormick & Baxter Creosoting Co. operó una planta de tratamiento de madera en el sitio entre 1944 y 1991, cuando la empresa se declaró en quiebra y cesó sus actividades. El sitio quedó muy contaminado con creosota, metales y otros contaminantes tras décadas de uso industrial.

El DEQ declaró la propiedad como “sitio huérfano” en 1992 debido al importante riesgo para la salud humana y el medio ambiente que representaba, y a la falta de una parte responsable viable. [Los sitios huérfanos](#) son propiedades contaminadas por la liberación de sustancias peligrosas que representan graves amenazas para la salud humana o el medio ambiente y en las que las partes responsables de la contaminación son desconocidas, incapaces o no están dispuestas a pagar las medidas de limpieza necesarias.

La EPA [incluyó el sitio](#) en la Lista Nacional de Prioridades, también conocida como Superfund, en junio de 1994, basándose en la información recopilada por el DEQ. La EPA designó al DEQ como organismo principal para llevar a cabo la limpieza, mientras que la financiación para el diseño y la construcción de las medidas correctivas corrió a cargo de la EPA. El DEQ y la EPA colaboraron a lo largo de la década de 1990 y principios de la de 2000 para realizar estudios y diseñar y ejecutar el proyecto de limpieza.

La limpieza se completó en 2005 e incluyó la excavación y eliminación fuera del emplazamiento del suelo contaminado de las tierras altas, la construcción de una capa de suelo limpio sobre todo el emplazamiento, la extracción y el tratamiento de las aguas subterráneas contaminadas, la construcción de un muro subterráneo de contención de aguas subterráneas para evitar la migración de la contaminación del sitio al río y el recubrimiento de los sedimentos contaminados del río Willamette. El DEQ y la EPA siguen llevando a cabo medidas de protección a largo plazo y de vigilancia medioambiental.

El programa de acuerdos con posibles compradores del DEQ se creó en 1995 mediante enmiendas a la Ley de Limpieza Ambiental del estado. El acuerdo es una herramienta que agiliza la limpieza de propiedades contaminadas y fomenta las transacciones inmobiliarias que, de otro modo, probablemente no se producirían debido a las responsabilidades asociadas a la compra de un sitio contaminado.

El acuerdo propuesto exime de responsabilidad por las reclamaciones del estado de Oregón en virtud de los artículos ORS 465.200 a 465.545 y 465.900, 466.640 y 468B.310 en relación con las emisiones de sustancias peligrosas existentes en la propiedad o procedentes de ella. El acuerdo propuesto también proporcionará a Portland Botanical Gardens protección frente a la responsabilidad civil frente a terceros.

Reuniones públicas virtuales:

El DEQ celebrará reuniones públicas virtuales sobre el acuerdo propuesto con el posible comprador. Se trata de una oportunidad para que el público conozca mejor el proyecto y formule preguntas al DEQ y a Portland Botanical Gardens, con el fin de ayudarles a formular los comentarios que deseen presentar verbalmente o por escrito. Portland Botanical Gardens también presentará su plan conceptual para el emplazamiento; sin embargo, el DEQ solo podrá tener en cuenta los comentarios sobre el acuerdo propuesto con el posible comprador.

Sesión 1: jueves, 11 de diciembre de 2025, de 18:00 a 19:30.

- [Regístrese para participar en Zoom](#)
- O únase por teléfono llamando al 253-215-8782 e introduciendo el ID del seminario web: 856 5522 2770, código de acceso: 939913.

Sesión 2: Martes, 16 de diciembre de 2025, de 1:00 a 2:30 p. m.

- [Regístrese para participar en Zoom](#)
- O únase por teléfono llamando al 253-215-8782 e introduciendo el ID del seminario web: 893 3073 3227, código de acceso: 128576.

Sesión 3: jueves, 8 de enero de 2026, de 6:00 a 7:30 p. m.

- [Regístrese para participar en Zoom](#)
- O únase por teléfono llamando al 253-215-8782 e introduciendo el ID del seminario web: 882 9136 4220, código de acceso: 866692.

Para obtener más información

Para obtener más información, visite [la página web](#) informativa [del proyecto](#) del DEQ, [la página web](#) de la base de datos Su DEQ En Línea y [los documentos del proyecto en línea](#).

Hay interpretación disponible en español. Envíe un correo electrónico a Sarah Miller a sarah.miller@deq.oregon.gov para solicitar interpretación en otros idiomas.

Si no tiene acceso a Internet y desea revisar el archivo del proyecto, póngase en contacto con Sarah Miller en el 503-863-0561 o en sarah.miller@deq.oregon.gov para ver los documentos en persona en una oficina del DEQ.

El siguiente paso

El DEQ considerará todos los comentarios recibidos antes de la fecha y hora indicadas anteriormente antes de tomar una decisión final sobre el acuerdo de comprador potencial propuesto.

Declaración de no discriminación

El DEQ no discrimina por motivos de raza, color, nacionalidad, discapacidad, edad, sexo, religión, orientación sexual, identidad de género o estado civil en la administración de sus programas y actividades. Visite [la página de Derechos Civiles y Justicia Ambiental](#) del DEQ.



Fact Sheet

Title: McCormick & Baxter Superfund Site

About the Site

DEQ and EPA have worked on the McCormick & Baxter Creosoting Co. Superfund Site cleanup for many years. The site is in North Portland between the University of Portland's Franz River Campus and Metro's future Willamette Cove nature park, which includes 41 acres of land along the Willamette River and 23 acres of in-water habitat.

The Site was heavily contaminated with creosote, metals and other contaminants over decades of industrial use. In 2005, cleanup was completed and included excavation and off-site disposal of contaminated upland soil, construction of a clean soil cap over the entire site, extraction and treatment of contaminated groundwater, construction of an underground groundwater barrier wall to prevent migration of pollution from the site to the river and capping contaminated sediment in the Willamette River. Long-term protections and environmental monitoring are ongoing.

Current Status

The Oregon Department of Environmental Quality proposes to enter into a Prospective Purchaser Agreement with Portland Botanical Gardens to facilitate the purchase and redevelopment of the former McCormick & Baxter Creosoting Co. property located at 6900 N. Edgewater Ave. in Portland.

Portland Botanical Gardens plans to develop research and education focused botanical gardens on a portion of the property, a public greenspace along the waterfront which will include a new segment of the Willamette River greenway, interpretive native plant gardens, and an open gathering space. DEQ is holding a formal comment period on the proposed Prospective Purchaser Agreement through January 30, 2026.

Program contacts

Project Manager:

[Sarah Miller](#)

503-863-0561

Media and Community:

[Michael Loch](#)

503-737-9435

Tribes, Community and Cleanup Program:

[Annie Rohlff](#)

503-706-3681

Non-discrimination statement

DEQ does not discriminate on the basis of race, color, national origin, disability, age, sex, religion, sexual orientation, gender identity, or marital status in the administration of its programs and activities. Visit DEQ's [Civil Rights and Environmental Justice page](#).

Translation or other formats

[Español](#) | [한국어](#) | [繁體中文](#) | [Русский](#) | [Tiếng Việt](#) | [العربية](#)

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Attachment 3: Formal Notice Presentation



McCormick and Baxter

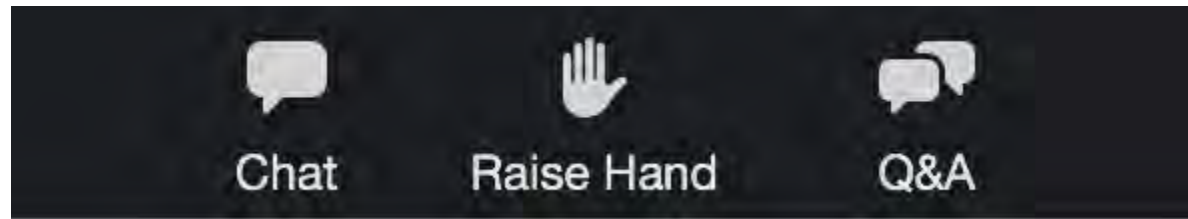
Proposed Prospective Purchaser Agreement

DEQ Environmental Cleanup Program

Jan. 8, 2026
Virtual webinar

Asking a question or providing input

- You should see the following along the bottom of your screen



- **To speak:** Raise your hand and the host will un-mute you
 - Press *9 to raise your hand if you're on the phone
- **To ask a question:** Either raise your hand or type it into the Q&A
- Use chat to discuss with others or if you're having technical difficulties

Agenda

1. Introductions
2. Site background and history
3. Prospective Purchaser Agreement (PPA) program and process
4. Outreach
5. Proposed PPA details
6. Portland Botanical Gardens' presentation
7. Questions and answers
8. Formal verbal comments
9. Wrap up and next steps

DEQ staff introductions

Annie Rohlf

Sarah Miller

Lorenzo Danielson

Michael Loch



Background

Wood treating: 1944 – 1991



**McCORMICK
& BAXTER**
CREOSOTING CO.

PRESERVATIVES:

PENTA IN OIL

A frequently used treatment for utility poles, crossarms and timbers.

CELLON®

Penta in liquified petroleum gas for maximum penetration in woods with hard heartwood.

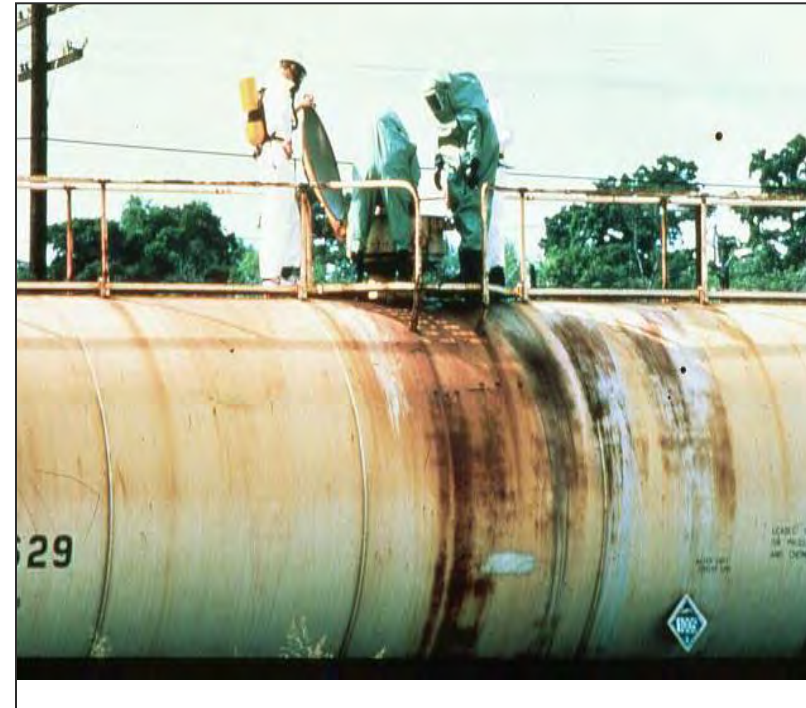
CREOSOTE

Excellent treatment for poles subject to environmental extremes.

CHEMONITE®

A copper-based treatment excellent for extreme conditions. Penetrates deeply into hard-to-treat woods such as Douglas Fir.

Cleanup actions: 1991 – 2005



Ready for reuse:

2005 and Counting



Prospective Purchaser Agreement Program

Prospective Purchaser Agreement Program

ORS 465.327(1): In order to facilitate cleanup and reuse of contaminated property, the Department of Environmental Quality may... provide a party with a release of liability..." (emphasis added)

**Liability
Protection**

In exchange for

**Substantial
Public Benefit**



PPA process

1. Initial meeting with PPA applicant
2. DEQ due diligence (ongoing process)
 - a) Draft PPA scope of work
3. Tribal engagement
4. Community engagement
5. Synthesize Tribal and community input
6. Negotiate terms of PPA with applicant
7. **If DEQ is able to negotiate a PPA, go out for formal comment**
 - a) Consider and respond to comments received
8. If comments have not altered DEQ's analysis of the project, finalize and issue PPA

Why are we here?

- More than \$70M spent by DEQ and EPA on environmental cleanup
- A Prospective Purchaser Agreement is required by DEQ
- Reuse must produce “Substantial Public Benefit”
- Portland Botanical Gardens applied for a Prospective Purchaser Agreement to develop botanical gardens and a public waterfront greenspace with a new greenway trail segment, native plant gardens, and a gathering area
- DEQ is seeking input from Tribes and communities



Community and Tribal Engagement

Community outreach

1. Initiated outreach after receiving the PPA application
2. First community information meeting in February
3. Community survey
4. Second community information meeting in May
5. Periodic updates to community groups and individuals
6. Formal comment period to accept written and verbal comments, including three virtual public meetings
7. DEQ will share its decision and response to comments

Tribal outreach

1. Initiated outreach
2. Webinar #1
3. Webinar #2
4. Follow up with individual Tribes
5. Additional Webinars

Confederated Tribes and Bands of Yakama Nation

Confederated Tribes of Warm Springs

Confederated Tribes of Grand Ronde

Confederated Tribes of Siletz Indians

Confederated Tribes of the Umatilla Indian Reservation

Nez Perce Tribe

Proposed Prospective Purchaser Agreement

Pre-acquisition PPA requirements

Financial Ability

Within one year of the effective date of the PPA, Portland Botanical Gardens must demonstrate it is financially able to complete the development by providing documentation of \$3 million in corporate funds, third-party guarantor/s, loans, or a combination of such or similar funding sources.

Key PPA requirements

- Build and maintain a botanical garden
- Build and maintain Willamette River Greenway Trail
- Build and maintain a 10-acre greenspace available to the public at no charge
- Maintain six-acre riparian forest
- Develop and implement a Tribal Engagement Plan
- Develop and implement a Community Engagement Plan
- Payment to DEQ of half of the property fair market value equaling \$1.195 million
 - It is anticipated that EPA will negotiate a separate PPA with Portland Botanical Gardens

Key PPA requirements

- Adhere to site development/use restrictions to ensure cap remains protective
- Monitor and maintain integrity of soil layer
- Conduct quarterly monitoring and report annually to DEQ
- Submit 30%, 60%, and 100% design plans for DEQ review and approval

PBG responsibilities

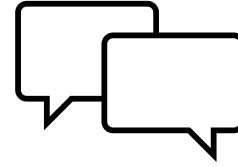
- Repair damage to remedy that may occur during construction or caused by PBG or its agents' negligence
- Require contractors to maintain adequate insurance while conducting on-site work

DEQ responsibilities

- Maintain and repair damage to remedial infrastructure not due to the actions or negligence of PBG or its agents
- Complete annual and “Five Year Review” reports submitted to EPA
- Remove DEQ’s lien on the property after property transacts and \$1.195 million payment is received

Formal Comment Period

How to provide feedback



- Verbal comments at this meeting or an upcoming one
- Written comments
 - Email: sarah.miller@deq.oregon.gov
 - Mail: Sarah Miller, Oregon DEQ, 700 NE Multnomah St., Suite 600, Portland, OR 97232

DEQ is accepting comments until Jan. 30, 2026 at 5 p.m.

How feedback will be used

1. DEQ is collecting verbal and written comments for formal consideration
2. DEQ will consider all comments received when deciding whether to alter or issue the proposed PPA to Portland Botanical Gardens
3. DEQ will respond to comments in writing

Asking a question

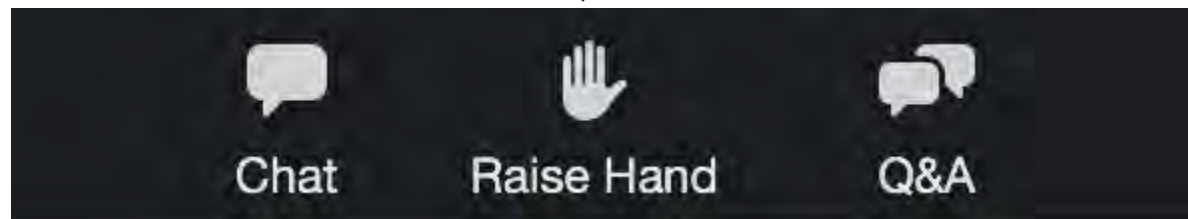
- Raise your hand to ask a question
- Press *9 if you're listening by phone
- You can also type your question in the Q&A box
- Use Chat if you're experiencing technical difficulties



Making a comment

Comments will be recorded

- Raise your hand to indicate you would like to comment
- We'll call folks in the order their hand was raised
- Remember *9 if you're listening by phone
- State and spell your first and last name
- Keep comments to the time limit so everyone has the opportunity to speak



Thank you!

Contact information: Michael Loch

Public Affairs Specialist

michael.loch@deq.oregon.gov

Title VI and alternative formats

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Visit DEQ's [Civil Rights and Environmental Justice page](#).

[Español](#) | [한국어](#) | [繁體中文](#) | [Русский](#) | [Tiếng Việt](#) | [العربية](#)

Contact: 800-452-4011 | TTY: 711 | deqinfo@deq.state.or.us



**PORTLAND
BOTANICAL
Gardens**

A Botanical Garden by the River





**PORTLAND
BOTANICAL**
Gardens

About PBG

Portland Botanical Gardens (PBG) formed in 2020 as a 501(c)(3) nonprofit with a mission to **bring plants and people together** and provide an immersive space for *knowledge, community, and collaboration*.

PBG hopes to purchase the **McCormick & Baxter Superfund Site** in the Portland Harbor, located on the Willamette River between Metro's Willamette Cove Natural Area and University of Portland's Franz River Campus.

Vision for the Garden

To create a preeminent botanical garden in Portland with Oregon's first conservatory, the state's largest collection of native plants, and its most comprehensive vocational & research program in climate resilience, plant habitats and responsible horticulture, all within a living laboratory.



Traversing Oregon

Representative plant communities of every ecoregion in the Pacific Northwest



Diagram by Steven Garcia, UOLA 2025

Walking the World

Comparing PNW plant communities with analog ecosystems to showcase similar plant adaptations & relationships.



Vision for the Garden

Education

K-12 Field School,
Community Workshops,
and Green Workforce
Development



Research

A Living Laboratory for
Multi-Institutional Research
Partnerships

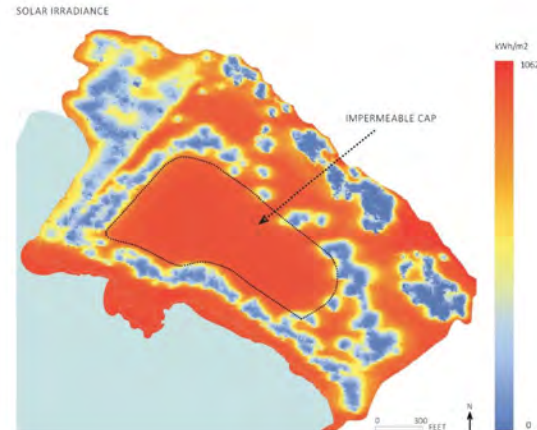


Diagram by Jen Ginn, UOLA 2025

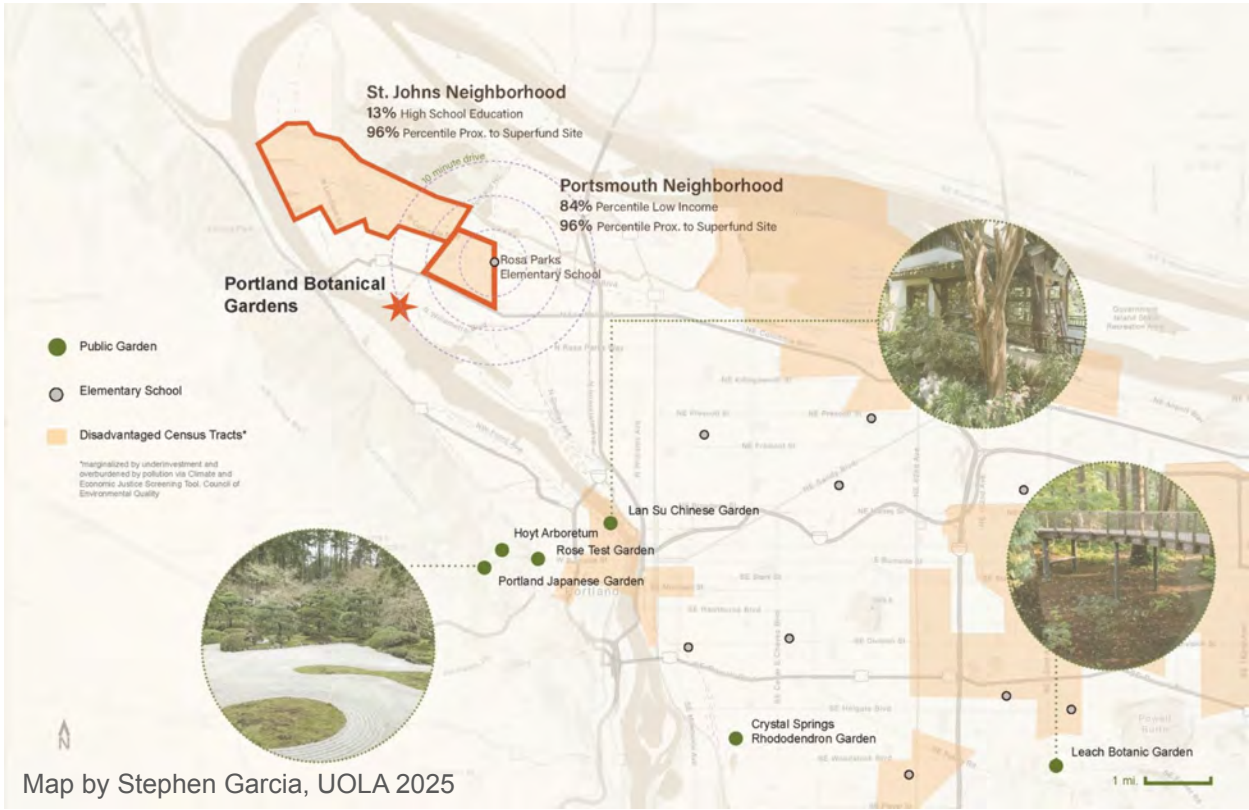
Community-Based Stewardship

Citizen Science and Universal
Access along the Riverfront
Greenway



Where to Grow a Garden?

PBG began its search for a garden location in 2020. The McCormick & Baxter site, a 59-acre riverfront property, was identified as a prime location due to its size, cleanup history, and proximity to the metro center.



Tribal History and Contributions

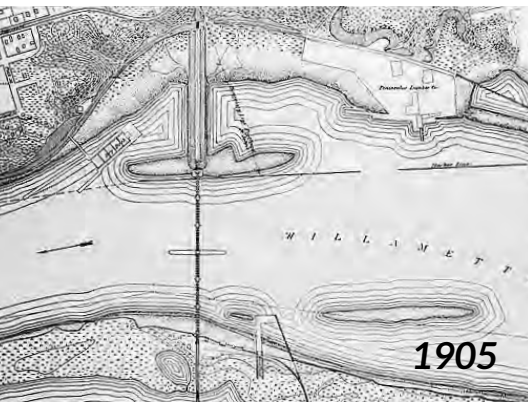
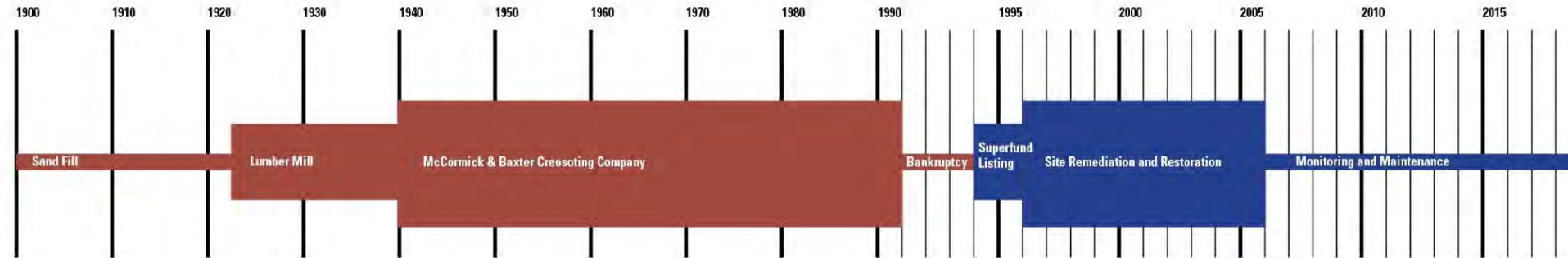
This territory has been home to Chinookan people and visited by Tribes from across the northwest, who are still strongly connected to the river and serve as Portland Harbor Natural Resource Trustees.

PBG is proposing to partner with tribal authorities, public agencies, and conservation groups to steward the native riparian landscape, and provide permanent public access to ~10 acres of greenway & shoreline.

Before being filled, the site was predominantly wetland and open water. According to the 1850 vegetation map, the river terraces immediately up and down river were prairie, an important cultural landscape



Industrial History



A Living Laboratory

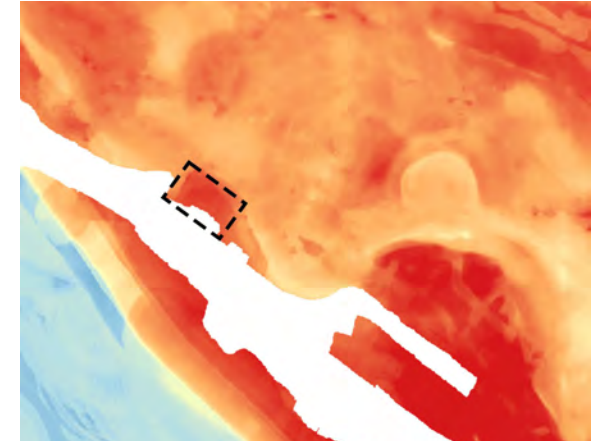
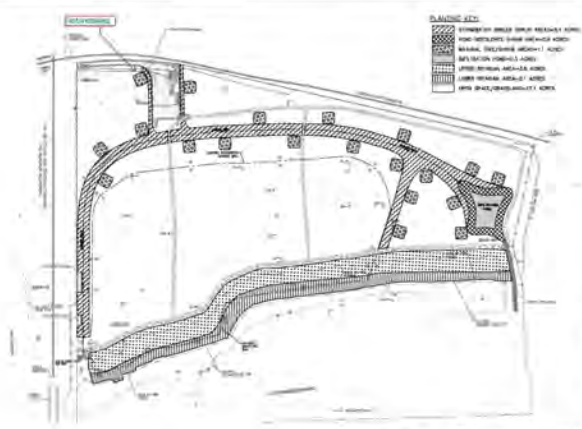
Superfund cleanup was completed in 2005 and many of the restoration plantings have matured, allowing to site to provide critical insights for other restoration projects in the Portland Harbor.

Hot and Dry

Extreme heat and drought, and a remedy designed to shed water, is favoring an Oak Savanna plant community, similar to the 1850 xeric prairie

A Garden for North Portland

Mitigating the urban heat island effect is an important environmental justice concern, and botanical gardens have been found to be the coolest parts of a city.



Proposal

After over a year of due diligence, planning, and direct public and Tribal outreach, PBG has updated our initial proposal with a Conceptual Master Plan. This segment of Greenway trail will connect Cathedral Park to Swan Island



Growing a Garden

Phase 1 (2026-28)

Conservation, Adaptive Management,
Learning & Planning

How can we make this site a
community asset in the *first year*?



Phase 2 (2029-31)

Foundational Garden and
Greenway Completion

How can we build the research and
educational capacity to become a
resource for the entire Metro area?



Phase 3 (2032 -

Full Garden & Destination for All

How can the Garden showcase
PNW bioregions and climate
-adapted plants to visitors from
around the globe?



What we've identified already for the first phase

Greenway Planning

Collaboratively plan the public greenway, public native plant collections, and open gathering space with the “North Reach Willamette” community



Community Based Restoration Plots

Partner with North Portland nonprofits and indigenous-led organizations to establish gardens of culturally significant native plants in the riparian forest



Native Plant Nursery

Propagate surviving plants from M&B, and adjacent natural areas to enhance greenway and supply Portland Harbor restoration growers with source-identified plant material



Relationship Building Over the Last Two Years

Since Earth Day 2024, Portland Botanical Gardens met with hundreds of interest holders, given dozens of presentations, and led 30 tours of the site with volunteers, donors, and community members.

We have also closely observed Metro's engagement process for Willamette Cove Natural Area and the Portland Harbor Collaborative Group's public meetings.

DEQ has led Tribal engagement to date, and PBG will build upon this as part of the nonprofit's "Scope of Work"

Community and Economy Advisory Group

Advising on how PBG should structure partnerships for initial educational programming, vocational training, and community development.



Technical Advisory Committee

Advising on site development planning, permitting, and schedule. This group is composed of expert consultants and our immediate neighbors (Metro and UP)



What we've heard so far...

Greenway / Restoration

- Prioritize greenway improvements while garden design is underway
- Enthusiasm for Tribal participation
- Broad support for public access to shoreline – including pier/dock

Employment

- Provide space to partners to expand existing educational and training programs
- Support apprenticeship programs and career advancement
- Align with best practices in inclusive procurement and contracting

Accessibility

- Provide free days and other reduced admission opportunities for NP
- Align with best practices in universal accessibility
- Align with best practices in inclusive engagement

Transportation

- Promote alternative transportation options
- Offset PBG and UP events
- Frog Ferry? Trimet #35?

Botanical Garden Benefits

Portland Botanical Gardens' proposal to DEQ will provide significant public benefits. PBG will:

1. **Preserve and adaptively manage habitat and showcase environmental healing and restoration.**
2. **Increase green jobs, workforce development, and local economic activity.**
3. **Provide environmental education and research, with a focus on endangered plant conservation and climate resilience.**

Our relationship building, participatory design, and educational programming is just getting started!

Feel free to contact us at info@portlandbg.org

