



Oregon

Theodore R. Kulongoski, Governor

Department of State Lands

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Salem, OR 97301-1279

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FAX (503) 378-4844

www.oregonstatelands.us.

November 5, 2010

RECEIVED

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Columbia River Crossing

State Land Board

Theodore R. Kulongoski
Governor

Kate Brown
Secretary of State

Ted Wheeler
State Treasurer

JV410\45949-AA
COLUMBIA RIVER CROSSING PROJECT
STEVE MORROW
700 WASHINGTON STREET SUITE 300
VANCOUVER WA 98660

SCANNED
Date 11-8-10
Initial RJ

RE: State Short Term Access Agreement 45949-AA

Dear Mr. Morrow:

Enclosed is the fully executed short term access agreement for the access to state-owned submerged and/or submersible lands in the Columbia River in Multnomah County, Oregon, to allow the driving of test piles.

This short term access agreement will allow access to the area between January 1, 2011 through February 28, 2011.

If you have any questions, please call me at 503-986-5272.

Sincerely,

Tami Hubert
Land Manager
Willamette Metropolitan Region
Land Management Division

Enclosure



STATE OF OREGON
Department of State Lands
Short Term Access Agreement
Waterway
45949-AA

The STATE OF OREGON, Department of State Lands, GRANTOR, hereby grants to

NAME of GRANTEE:	ADDRESS:
Columbia River Crossing Project	700 Washington Street Suite 300 Vancouver WA 98660

hereinafter called "GRANTEE", a *Short Term Access Agreement* upon the following described submerged and submersible land of the Columbia River, hereinafter called "**Lands in Use**" described as follows:

A parcel of state-owned submerged and submersible land in the Columbia River in Section 34, Township 2 North, Range 1 East, Willamette Meridian, Multnomah County, Oregon, as shown on Exhibit "A".

Which are subject to the following terms and conditions:

1. The owner hereby grants to GRANTEE a *Short Term Access Agreement* upon the **Lands in Use** from January 1, 2011 to February 28, 2011, in order to drive 4 test piles to evaluate noise levels and structural capacity. Test piles will be removed by vibratory methods described herein. The GRANTOR does hereby covenant that he is the lawful owner of a sufficient estate in the said **Lands in Use** to enable him to give the permission herein granted and that the said **Lands in Use** are free from any encumbrances which would interfere with the said permission.

2. This *Short Term Access Agreement* includes the right to ingress and egress on other lands of the GRANTOR described above, providing that the GRANTOR is given notification of such ingress and egress and such ingress and egress is approved by the GRANTOR, and provided such ingress and egress is necessary and not otherwise conveniently available to GRANTEE, and a *Short Term Access Agreement* for persons, pipelines, machinery and/or other equipment, over and across said Lands along such routes as may be necessary for the hereinabove stated purpose.

3. GRANTEE shall comply with all applicable local, state and federal laws and regulations affecting the **Lands in Use** and the use thereof, including local comprehensive land use planning and zoning ordinances, and correct at GRANTEE'S own expense any failure of compliance created through GRANTEE'S fault or by reason of GRANTEE'S use:

Dispose of all waste in a legal and proper manner and not allow debris, garbage or other refuse to accumulate within the **Lands in Use**; provided that, if GRANTEE allows debris, garbage or other refuse to accumulate within the **Lands in Use**, State shall

have the right to remove the debris, garbage and other refuse, and collect the cost of such removal from GRANTEE;

Conduct all operations within the **Lands in Use** in a manner that conserves fish and wildlife habitat, protects water quality, and does not contribute to soil erosion or the infestation or spread of noxious weeds;

And, if applicable; maintain all buildings, docks, pilings, floats, gangways, similar structures, and other improvements located within the **Lands in Use** in a good state of repair; and

Not unreasonably interfere with the public's trust rights of commerce, navigation, fishing or recreation.

4. **Submerged/Submersible Only** In addition to any other applicable laws and regulations, GRANTEE shall comply with Oregon Department of Environmental Quality and Oregon State Marine Board requirements for sewage collection and waste water disposal for boats and floating structures.

5. GRANTEE shall not use, store, or dispose of, or allow the use, storage, or disposal within the **Lands in Use** of any materials that may pose a threat to human health or the environment, including without limitation, pollutants, hazardous solid waste, hazardous substances, pesticides, herbicides, or petroleum products (a "Hazardous Substance") except in strict compliance with applicable laws, regulations and manufacturer's instructions and shall take all necessary precautions to protect human health and the environment and to prevent discharge or release of any Hazardous Substance to the environment from the **Lands in Use**.

GRANTEE shall keep and maintain accurate and complete records of the amount of all such pollutants, hazardous solid waste, hazardous substances, pesticides, herbicides, or petroleum products (a "Hazardous Substance") stored or used on the **Lands in Use**, and shall immediately notify State of any release or threatened release of any such Hazardous Substance to the environment from the **Lands in Use** or otherwise attributable to operations or activities on the **Lands in Use**.

In the event any pollutants, hazardous solid waste, hazardous substances, pesticides, herbicides, or petroleum products (a "Hazardous Substance") is released, GRANTEE shall promptly and fully remediate such release in accordance with State and federal regulations and requirements. If GRANTEE fails to so remediate, State shall have the right to remove and remediate any release of a Hazardous Substance on the Lands in Use or attributable to operations or activities conducted or allowed by GRANTEE on the **Lands in Use** and to collect the cost of such removal or remediation from GRANTEE.

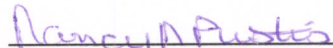
In addition to any duty to indemnify described elsewhere in this *Short Term Access Agreement*, GRANTEE shall indemnify State against any claim or costs arising from or related to a release of a pollutants, hazardous solid waste, hazardous substances, pesticides, herbicides, or petroleum products (a "Hazardous Substance") on or from the **Lands in Use**.

6. All tools, equipment, and other property belonging to GRANTEE taken upon or placed upon the land by GRANTEE shall remain the property of GRANTEE and may be removed by GRANTEE at any time within a reasonable period after the expiration of this *Short Term Access Agreement*.

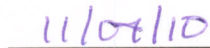
7. GRANTEE agrees to defend, indemnify and hold State harmless from and against all claims, demands, actions, suits, judgment, losses, damages, penalties, fines, costs, and expenses (including expert witness fees and costs and attorney's fees in an administrative proceeding, at trial, or on appeal) arising from or attributable, in whole or in part, to the access agreement or any operations conducted or allowed by GRANTEE on the **Lands in Use**. As used in this Section 7.0 only, "State" means the State of Oregon and its boards, commissions, agencies, officers, employees, contractors, and agent.

This *Short Term Access Agreement* may be cancelled by GRANTOR after thirty (30) days written notice to GRANTEE for noncompliance with the above conditions or any lawful requirement.

Department of State Lands

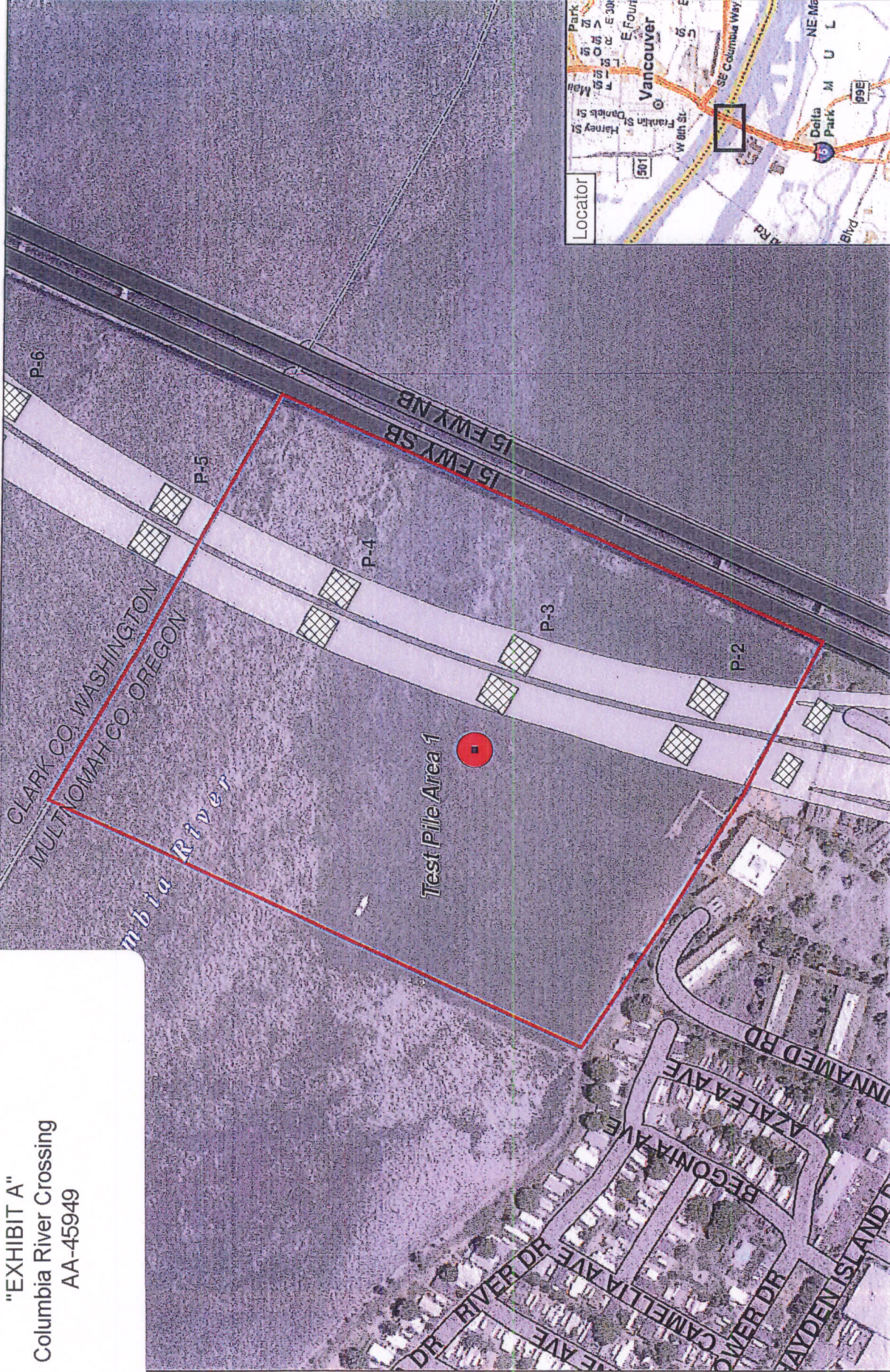


Nancy N. Pustis
Western Region Manager
Land Management Division

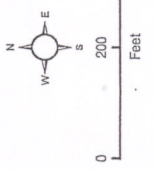


Date

"EXHIBIT A"
 Columbia River Crossing
 AA-45949



Analysis by C. Hahney, Analysis Date: October 19, 2010; File Name: TP_DSL_ProjofArea.mxd



- Right-of-Entry Area
- Approximate Test Pile Area
- I-5 Interstate Highway
- Local Roadway

Figure 3
 Project Area Map