

Board of Commissioners

Dirk Rohne - Chairman
Robert Stevens – Vice-Chair
Thaddeus Fickel – Secretary
James Campbell – Treasurer
Tim Hill – Assistant Secretary/Treasurer

422 Gateway Ave, Suite 100
Astoria, OR 97103
Phone: (503) 741-3300
Fax: (503) 741-3345
www.portofastoria.com

Workshop Session

April 21, 2026 @ 4:00 PM

422 Gateway Ave, Suite 100, Astoria, OR*

The meeting location is accessible to persons with disabilities. A request for an interpreter for the hearing impaired or for other accommodations for persons with disabilities should be made at least 48 hours before the meeting by calling the Port of Astoria at (503) 741-3300.

*This meeting will also be accessible via Zoom. Please see page 2 for login instructions.

Agenda

1. CALL TO ORDER
2. ROLL CALL
3. PLEDGE OF ALLEGIANCE
4. CHANGES/ADDITIONS TO THE AGENDA
5. PUBLIC COMMENT
This is an opportunity to speak to the Commission for 3 minutes regarding any topic. In person, those wishing to speak must fill out a public comment form. Those participating via Zoom may raise their hands during the public comment period.
6. ADVISORY
 - a. Pier 2 Mitigation Update – Shane Jensen
7. ACTION
 - a. DSL Draft Waterway Easement 3
8. COMMISSION COMMENTS
9. EXECUTIVE DIRECTOR COMMENTS
10. UPCOMING MEETING DATES
 - a. Finance Committee Meeting – May 4, 2026, at 12:00 PM
 - b. Regular Session – May 5, 2026, at 4:00 PM
 - c. Budget Committee Meeting – May 13, 2026, at 1:00 PM
 - d. Airport Advisory Committee Meeting – May 18, 2026, at 4:00 PM
 - e. Workshop Session – May 19, 2026, at 4:00 PM
 - f. Tentative Budget Committee Meeting – May 20, 2026, at 1:00 PM
11. ADJOURN

Please Note:

Agenda packets are available online at: <https://www.portofastoria.com/commission-meetings>.

Please allow time for the normal posting procedure for agendas and meeting packets.



Board of Commissioners

HOW TO JOIN THE ZOOM MEETING:

Online: Direct link: <https://us02web.zoom.us/j/86905881635?pwd=amhtTTBFcE9NUeIxNy9hYTFPQTlzQT09>
Or go to [Zoom.us/join](https://zoom.us/join) and enter Meeting ID: 869 0588 1635, Passcode: 422

Dial In: (669) 900-6833, Meeting ID: 869 0588 1635, Passcode: 422

This meeting is accessible to persons with disabilities or persons who wish to attend but do not have computer access or cell phone access. If you require special accommodations, please contact the Port of Astoria at least 48 hours prior to the meeting by calling [\(503\) 741-3300](tel:5037413300) or via email at admin@portofastoria.com.

Please Note:

Agenda packets are available online at: <https://www.portofastoria.com/commission-meetings>. Please allow time for the normal posting procedure for agendas and meeting packets.



Oregon

Tina Kotek, Governor

Department of State Lands

775 Summer Street NE, Suite 100

Salem, OR 97301-1279

(503) 986-5200

FAX (503) 378-4844

www.oregon.gov/dsl

State Land Board

Tina Kotek

Governor

Tobias Read

Secretary of State

Elizabeth Steiner

State Treasurer

November 21, 2025

SS410\APP0065395

PORT OF ASTORIA

422 GATEWAY AVE., SUITE 100

ASTORIA, OR 97103

Sent via email to: mmcgrath@portofastoria.com

RE: DRAFT State Waterway Easement 65395-EA; Approval Required

Dear Port Of Astoria:

Enclosed is a draft easement over, upon or across state-owned land in Clatsop County, Oregon.

Please review the DRAFT easement and notify this office in writing if you agree with the terms and conditions of the easement.

A one-time compensatory payment of **\$31,141.03** is required during the term of each easement. If paying by check, mail payment to: **Department of State Lands, 775 Summer St. NE, Suite 100, Salem, OR 97301**. Online payment can be made at: <https://www.oregon.gov/dsl/Pages/payments.aspx>.

Please note that public entities are required to expressly accept the grant of an easement affecting them. Please review the DRAFT easement and if in agreement, complete and return the Certificate of Approval of Conveyance Form to the Department.

Once the Department has received your writtent approval (and payment), an authorized representative of the Department will sign the easement. The fully executed easement will be returned to you for your records, please have it recorded with the county clerk and send the Department a copy of the recording information.

Please feel free to contact me if you have any questions or concerns.

Sincerely,

A handwritten signature in black ink, appearing to read 'D Frisone', with a stylized, cursive script.

Dario Frisone
Proprietary Coordinator
dario.frisone@dsl.oregon.gov
503-302-6094

Enclosure: DRAFT State Waterway Easement 65395-EA

DRAFT

STATE OF OREGON
Department of State Lands

EASEMENT NO. 65395-EA
Non-Trust
Infrastructure Related To Airport Operations

The STATE OF OREGON, by and through its Department of State Lands, GRANTOR, for and in consideration of \$ 31,141.03 , hereby grants to GRANTEE,

NAME of GRANTEE:
Port of Astoria

ADDRESS:
422 Gateway Ave
Suite 100
Astoria, OR 97103

a multiple use easement and right to construct, maintain, operate and replace infrastructure related to airport operation, including underground electric cables, airport dike access roads, an airport maintenance access building, airport runway access roads, multiple boardwalks for airport runway lighting, and a culvert. over, upon, and across the following particularly described property situated in Clatsop County, Oregon, more particularly described as follows:

A portion of state-owned land in Section 24, Township 08 North, Range 10 West, Willamette Meridian, Clatsop County, Oregon, more particularly described as follows:

Commencing at a point on the Southwest corner of Section 24, Township 8 North, Range 10 West;

thence North 84°20'36" East 3,073 feet; to the Point of Beginning;

thence North 63°05'54" East 304 feet;

thence North 07°10'48" East 337 feet;

thence North 43°09'36" West 31 feet, to a point hereinafter referred to as Point "A";

thence North 34°06'51" West 11 feet;

thence North 53°07'25" West 79 feet;

thence North 10°28'34" East 71 feet;

thence North 79°31'26" West 20 feet;

thence South 10°28'34" West 38 feet;

thence North 19°37'29" West 150 feet;

thence North 10°28'27" West 168 feet;

DRAFT

thence North 27°20'35" West 24 feet;

thence North 56°38'58" West 92 feet;

thence South 02°23'42" West 966 feet, back to the Point of Beginning.

AND that portion lying within a strip of land 20 feet in width, 10 feet on either side of the following described centerline:

Beginning at aforesaid Point "A";

thence South 89°26'01" East 105 feet, to a point hereinafter referred to as Point "B";

thence South 88°15'02" East 7 feet;

thence South 88°15'04" East 50 feet;

thence South 89°26'18" East 89 feet;

thence South 88°23'12" East 62 feet;

thence South 83°44'42" East 6 feet, to a point hereinafter referred to as Point "C";

thence South 83°44'46" East 90 feet;

thence South 86°12'49" East 59 feet;

thence South 86°30'40" East 36 feet;

thence South 69°26'38" East 15 feet, to a point hereinafter referred to as Point "D";

thence South 76°10'48" East 84 feet, to the easterly terminus of this description.

AND that portion lying within a strip of land 20 feet in width, 10 feet on either side of the following described centerline:

Beginning at aforesaid Point "B";

thence North 06°53'11" East 10 feet;

thence North 07°14'50" East 66 feet, to the northerly terminus of this description.

AND that portion lying within a strip of land 20 feet in width, 10 feet on either side of the following described centerline:

Beginning at aforesaid Point "C";

thence North 04°26'09" East 10 feet;

thence North 04°13'08" East 44 feet, to the northerly terminus of this description.

AND that portion lying within a strip of land 20 feet in width, 10 feet on either side of the following described centerline:

DRAFT

Beginning at aforesaid Point "D";

thence North 01°07'43" East 10 feet;

thence North 01°26'30" East 26 feet;

thence South 81°52'06" East 248 feet, to the easterly terminus of this description.

The sidelines of said strip of land shall be extended or shortened as required to extend at angle and end points.

Containing 203,114 square feet (4.66 acres), more or less, and as shown on the attached Exhibit A.

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

TO HAVE AND TO HOLD the same unto GRANTEE for 30 years, subject to the following conditions:

1. GRANTOR has the right to grant additional easements within the area authorized by this easement subject to the provisions of the administrative rules governing the granting of easements.
2. GRANTEE shall obtain prior written approval from GRANTOR prior to:
 - a) Changing the type of use authorized by this easement;
 - b) Expanding the number of authorized developments or uses;
 - c) Changing the authorized area; and/or
 - d) Permitting other persons to utilize the easement for uses and developments requiring separate written authorization by GRANTOR pursuant to the administrative rules governing the granting of easements or other GRANTOR requirements.
3. The easement area shall remain open to the public for recreational and other non-proprietary uses unless restricted or closed to public entry by the State Land Board or GRANTOR.
4. GRANTOR and/or its authorized representative(s) shall have the right to enter into and upon the easement area at any time for the purposes of inspection or management.
5. Except as expressly authorized in writing by the Department, GRANTEE shall not:
 - a) Cut, destroy or remove, or permit to be cut, destroyed or removed any vegetation, or
 - b) Remove any sand and gravel, or other mineral resources for commercial use or sale, that occur in the easement area except as expressly authorized in writing by GRANTOR.

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Routine right-of-way maintenance including vegetation trimming shall be allowed.

6. GRANTEE shall compensate GRANTOR for the fair market value of any commercially valuable timber or sand and gravel resources in the easement area that must be removed during or after placement of the authorized use, or which cannot be developed because of the authorized use.
7. GRANTEE shall conduct all operations within the easement area in a manner that conserves fish and wildlife habitat; protects water quality; and does not contribute to soil erosion, or the introduction or spread of noxious weeds or pests. Upon completion of construction, GRANTEE shall reclaim disturbed lands to a condition satisfactory to GRANTOR.
8. GRANTEE shall obtain a surety bond in the amount of \$N/A to ensure compliance with the terms and conditions of this easement.
9. The right to use this easement shall automatically terminate if it, or the development authorized by GRANTOR, is not used within five (5) consecutive years of the date this easement was granted, pursuant to the provisions of the administrative rules governing the granting of easements.
10. Unless otherwise approved in writing by GRANTOR, GRANTEE shall remove all cables, pipes, conduits, roads, and other developments placed by GRANTEE on the easement, and shall restore the surface of the easement area to a condition satisfactory to GRANTOR within one (1) year following termination of use or expiration of this easement.
11. GRANTEE shall inspect the condition of the area authorized by this easement and the developments authorized by this easement on a frequency of: as needed.
12. GRANTOR shall have the right to stop operation of the use authorized by this easement for noncompliance with the conditions of this easement, the provisions of the administrative rules governing the granting of easements, and/or any lawful requirement by a regulatory agency of this STATE.
13. If this easement authorizes the use of state-owned submerged and/or submersible land:
 - a) Construction in navigable waters shall conform to the standards and specifications set by the U.S. Army Corps of Engineers and the U.S. Coast Guard for the use authorized by this easement.
 - b) Any blasting which may be necessary, or in-water placement, maintenance, or repair of the authorized use shall be performed according to the laws of this STATE, including strict adherence to Oregon Department of Fish & Wildlife in-water work windows.

DRAFT

14. GRANTEE shall pay to GRANTOR the current market value, as determined by GRANTOR, for any unnecessary and non-approved damages to state-owned lands caused by construction or maintenance of the easement.
15. GRANTEE shall pay all assessments that may be legally charged on public lands which are levied against the property subject to this easement, whether or not such assessments have been levied against the easement area or STATE by the assessing agency.
16. GRANTEE shall use the authorized easement area only in a manner or for such purposes that assure fair and non-discriminatory treatment of all persons without respect to race, creed, color, religion, handicap, disability, age, gender or national origin.
17. GRANTEE shall ensure that all state, federal and local permits are consistent and compatible with this authorization prior to work commencing.
18. This easement is freely transferable. However, no transfer may increase the burden on the easement area or detract from the value of the underlying state-owned land.

[remainder of page intentionally left blank]

CERTIFICATE OF APPROVAL OF CONVEYANCE
(ORS 93.808)

_____, Grantee, hereby approves and accepts, pursuant to ORS 93.808, the grant of an interest in real property from _____, Grantor, as described in the instrument to which this Certificate is attached.

A copy of this Certificate may be affixed to, and recorded with, the instrument described above.

DATED this ____ day of _____, 20__.

_____,
Grantee

By: _____

Name: _____

Title: _____

STATE OF OREGON)
) ss.
County of _____)

On this _____ day of _____, 20__, before me personally appeared _____, who being duly sworn stated that he/she is the _____ of _____, Grantee, and acknowledged the foregoing instrument to be the voluntary act of said Grantee and that he/she executed the foregoing instrument under authority granted by said Grantee.

NOTARY PUBLIC FOR OREGON
My commission Expires: _____

State of Oregon
Department of State Lands



Esri, HERE, Garmin, (c) OpenStreetMap contributors, Source: Esri, Maxar, Earthstar Geographics, and the GIS User Community

EXHIBIT A

65395-EA Easement
T08N, R10W Section 24
Clatsop County
203,114 Sq. Ft. (4.66 Acres)

- ▲ Points of Beginning
- Description lines
- Use Area

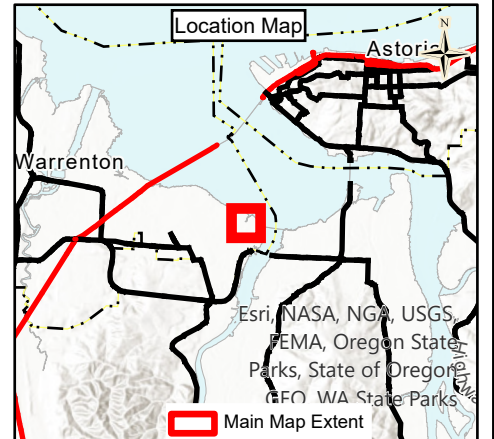
This map depicts the approximate location and extent of a Department of State Lands Proprietary authorization for use. This product is for informational purposes only and may not have been prepared for, or be suitable for legal, engineering, or surveying purposes. Users of this information should review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

0 150 300

Feet



Map Projection:
Oregon Statewide Lambert
Datum NAD83
International Feet
State of Oregon
Department of State Lands
775 Summer St NE, Suite 100
Salem, OR 97301
503-986-5200
www.oregon.gov/DSL
Date: 10/29/2025



Esri, NASA, NGA, USGS,
FEMA, Oregon State
Parks, State of Oregon
GFO WA State Parks



**Oregon
Department
of State Lands**

INVOICE

Oregon Department of State Lands
775 Summer Street NE, Suite 100
Salem, OR 97301
Federal EIN: 93-6001772
Fax: 503-378-4844
Phone: 503-302-6094
Contact: Frisone Dario

Port of Astoria 422 Gateway Ave, Ste. 100 Astoria OR 97103	Invoice #: 29965 Invoice Date: November 21, 2025 Due Date: November 21, 2025 Account Type: Application Account ID: APP0065395
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---- Current Charges ----

Date	Transaction	Fee No.	Amount
01/07/2025	Charge Administrative Fee	280	\$750.00
11/21/2025	Charge Consideration Fee	290	\$31,141.03

Total Current Charges: \$31,891.03

Account Summary			
Prev. Balance	Current Charges	Payments	Balance Due
\$0.00	\$31,891.03	(\$750.00)	\$31,141.03

Tear off and return bottom portion with payment. Please do not send cash.

<p><i>Mail Payments to:</i> Oregon Dept. of State Lands 775 Summer Street NE Suite 100 Salem, OR 97301</p>	<p>Applicant: Port of Astoria Account Type: Application Account ID: APP0065395 Invoice #: 29965 Invoice Date: November 21, 2025 Balance Due: \$31,141.03 Amount Paid: _____</p>
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