

MEMORANDUM OF AGREEMENT BETWEEN
OREGON MILITARY DEPARTMENT ("OMD")
AND
COLUMBIA DEVELOPMENT AUTHORITY (CDA)

1. **PARTIES.** THIS MEMORANDUM OF AGREEMENT, dated 25 July 2016 is by and between the **OREGON MILITARY DEPARTMENT** (hereafter referred to as **OMD**) and the **COLUMBIA DEVELOPMENT AUTHORITY (CDA)** (hereafter referred to as **CDA**). The OMD's supervising representative for this agreement is the OMD's Adjutant General Deputy Director. The CDA authorized representative for this agreement is the CDA Executive Director.
2. **PURPOSE.** This MOA formalizes an agreement between the parties concerning the division of water rights at the former Umatilla Army Depot. Both parties were directed by the U.S. Army Base Realignment and Closure Office (BRAC) to enter into an agreement for how water rights supporting this site are to be assigned to the parties.
3. **BACKGROUND.** The United States Army, by and through its Base Realignment and Closure (BRAC) Office, accepted in 2011 the proposal submitted by the Local Reuse Authority (LRA) for reutilization of the federal lands declared excess. Within that accepted proposal, the Oregon Army National Guard (ORARNG) was to receive a federal license for 7,500 acres, retained in the federal register, as training lands. Umatilla County, Morrow County and the Confederated Tribes of the Umatilla Indian Reservation will also be future property owners, or have in interest in former Depot lands.

Enclosure1 is a map showing the location of the water infrastructure. Of note are well locations. Current water infrastructure use does not match with future property ownership (boundaries). Example: Wells 4 and 5 are on future Morrow County property, and are the primary potable water source for the ORARNG. Wells on future ORARNG property do not have infrastructure connecting them to the buildings / location where the water use is needed. The Oregon Military Department (OMD) contracted a Water Study in 2012. This study defined requirements based on soldier population, patterns of use, and planned build out of infrastructure to facilitate training of up to 1,200 soldiers.

In May 2016 the BRAC Office directed OMD and the CDA to come to a joint agreement recommending division of water rights. The OMD and CDA did conduct meetings and have arrived at an amicable solution. We believe that this solution provides adequate water to meet the ORARNG training mission, and that with some constructed build-out for water storage will allow the OMD to meet the 3,000 GPM for 3 hour pumping requirement for compliance with fire code. ARNG and CDA's to discuss and come to an amicable solution to determine the percentage of water rights for each entity.

4. **DIVISION OF WATER RIGHTS.**

The following represents the agreement for disposition of water rights by well:

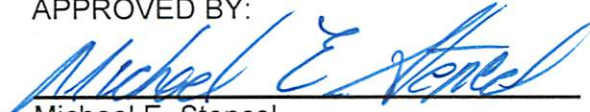
<u>Well</u>	<u>Water Rights</u>	<u>Type Water Right</u>	<u>Conveyance To</u>
Well 4	1.11 cfs/498 gpm	Fire Protection	CDA
Well 5	1.11 cfs/498 gpm	Fire Protection	CDA
Well 7	2.26 cfs/1014 gpm	Fire Protection/Manufacturing	CDA
Well 7	1.72 cfs/772 gpm	Fire Protection	CDA
Well 3	0.02 cfs/10 gpm	Fire Protection	Army
Well 1	2.0 cfs/898 gpm	Fire Protection	CDA / Army
Well 1	0.34 cfs/153 gpm	Irrigation	Army
Well 2	0.78 cfs/350 gpm	Domestic	Army
Well 6	0.5 cfs/224 gpm	Domestic	Army

Following the negotiating between the ORARNG and the CDA, it was agreed that an equal split of the fire protection water rights in Well 1 could still allow for the military mission to be met. This results in 27% of the water being retained by the Army for the military mission and the remaining 73% to be transferred to the CDA through the BRAC disposal process.

5. **SEVERABILITY.** The Army and the National Guard Bureau (NGB) has expressed interest in the net water rights to be retained for the site from a water resource and security position. The Oregon Water Resources Department has also provided input for the transfer criteria, the aquifers, and states water rights interests. These positions are separate and aside from the negotiations between the ORARNG and CDA. Both Office of Secretary of Defense (OSD) and Army water rights retention policy were considered.
6. **GOVERNING LAW.** This Agreement shall be governed and construed to be in accordance with the water rights Oregon Law as directed through the Oregon Water Rights Division.
7. **MERGER.** This agreement constitutes the entire agreement between the parties. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this agreement. No amendment, consent, or waiver of terms of this agreement shall bind either party unless in writing and signed by all parties. Any such amendment, consent or waiver, shall be effective only in the specific instance and for the specific purpose given. OMD and USCG by the signatures below of its authorized representatives acknowledge having read and understood this agreement and agree to be bound by its terms and conditions.

IN WITNESS WHEREOF the parties hereto have caused this Agreement to be executed by their duly authorized officers as of the dates shown

APPROVED BY:


 Michael E. Stencel
 Major General
 The Adjutant General
 Date: 25 Jul 16


 GREGORY V. SMITH
 Executive Director
 Columbia Development Authority
 Date: 7/26/16

Umatilla Chemical Depot Well Locations

Oregon National Guard

