



**AGENDA**  
**Columbia Development Authority**  
**Board Meeting**  
**Tuesday, September 27, 2022**  
**1pm**  
**Location: Port of Morrow**

Note: If you are unable to join us in person, please join us by **Zoom**.

**Welcome and Greetings from Chairman Jim Doherty**

**Introductions CDA Board Members**

**CDA Board Members:**

- Chairman Jim Doherty, Morrow County
- Vice Chair Kim Puzey, Port of Umatilla
- Lisa Mittelsdorf, Port of Morrow
- John Shafer, Umatilla County
- Don Sampson, CTUIR
- Alternate Morrow County Don Russell, Alternate Umatilla County Bob Waldher, Alternate CTUIR  
Kat Brigham, Alternate Port of Umatilla Robert Blanc, Alternate Port of Morrow Joe Taylor

**CDA Staff:** Greg Smith, CDA Director, Debbie Pedro, CDA Assistant

**Elizabeth Howard, Schwabe** - CDA Attorney

**Guests Introductions** and members of the press

**Consent Agenda**

1. Approve CDA Board Meeting Minutes July 26, 2022
2. Approve the CDA- BEO Statements July and August 2022 \$134,626.71 and QuickBooks July and August 2022 Balance Sheet and P/L of \$134,626.71
3. Port of Morrow Report on Grant Expenditures July and August 2022

**Old Business**

1. Approval of the Army/CDA MOA
2. Approval of One Million Dollar Transaction
3. Engineering Agreements
  - Executive Session
4. CDA/ODOT IGA



## Columbia Development Authority

5. MOA OMD/CDA/UEC
6. Emergency Services update
7. Water Advisory Committee

### New Business

1. 8.22 Acre Parcel
2. Public Records Request Policy
3. Annual Report/October
4. Economic Development Updates by CDA Members

### Public Comment

### Executive Session

**Note:** If an item is to move to an Executive Session the board chairman will make the recommendation at this time.

*An Executive Session will be held to consider information or records that are exempt by law from public inspection, including attorney-client privileged information or records, and to conduct deliberations with persons designated by the Board to negotiate real property transactions. The executive session is being held pursuant to ORS 192.660(2)(e) and ORS 192.660(2)(f). Further pursuant to ORS 192.660(2)(f), a public body "has the authority to meet in executive session to obtain other professional legal services from its legal counsel." Or. Dept of Justice, Attorney General's Public Records and Meetings Manual 2019: Public Meetings, Voting § (E)(1)(h)*

Return to Regular Session

Adjourn

Join Zoom Meeting

<https://us02web.zoom.us/j/84034775464?pwd=aDRaTIVSYXZXdzUrbFhHZDRvazA1Zz09>

Meeting ID: 840 3477 5464

Passcode: 039461

One tap mobile

+12532158782,,84034775464#,,,,\*039461# US (Tacoma)

+13462487799,,84034775464#,,,,\*039461# US (Houston)

Dial by your location

+1 253 215 8782 US (Tacoma)

+1 301 715 8592 US (Washington DC)

Meeting ID: 840 3477 5464

Passcode: 039461

Find your local number: <https://us02web.zoom.us/j/84034775464?pwd=aDRaTIVSYXZXdzUrbFhHZDRvazA1Zz09>

Two Marine Drive  
P.O. Box 200  
Boardman, OR 97818  
541-481-3693

[www.columbiadevelopmentauthority.com](http://www.columbiadevelopmentauthority.com)



**MINUTES**

**Columbia Development Authority**

**Board Meeting**

**Tuesday July 26, 2022**

**1pm**

**Location: Nixyaawii Governance Center**

**Welcome and Greetings from Chairman Jim Doherty**

**Introductions CDA Board Members**

- **CDA Board Members:**
- Chairman Jim Doherty, Morrow County
- Vice Chair Kim Puzey, Port of Umatilla
- Lisa Mittelsdorf, Port of Morrow
- John Shafer, Umatilla County
- Don Sampson, CTUIR
- Alternate Morrow County Don Russell, Alternate Umatilla County Bob Waldher, Alternate Port of Umatilla Robert Blanc, Alternate Port of Morrow Joe Taylor
- **CDA Staff:** Greg Smith, CDA Director, Debbie Pedro, CDA Assistant
- **Elizabeth Howard** - CDA Attorney
- **Guests Introductions** and members of the press: Jeff Wenholtz, Doug Olsen, Tom Lineer, Steve Williams, Michele Lanigan, Todd Farmer, Jim Arnold, Robert Ecenrode, Pete Tubner, Les Zaitz, JR Cook, Laura Shroeder, Emily Cecil, Michele Slater, Tamra Mabbott, Brian Bosma, Brad Baird, Josh Burns, Dawson Quinton, Ryan DeGrofft, Keith Ellis, Craig Coleman, Shannon Souza, Tyler Hansell, Sandra Simpson

**Consent Agenda Motion was made to approve the consent agenda by John Shafer , 2<sup>nd</sup> by Mr. Puzey, Motion carried.**

1. Approve CDA Board Meeting Minutes June 28, 2022
  2. Approve the CDA- BEO Statement \$134,126.71 and QuickBooks Reconciliation June 2022 Balance \$134,126.71. QuickBooks P/L and Balance Sheet. CDA Grant P/L
- **Old Business**
    1. **Mr. Doherty suggested that the CDA board move #5 Water Rights and Future Water Supply Sources to be discussed first since there were many folks in the audience there for this discussion. Director Smith shared the 2016 an MOA Water Rights Agreement between OMD and the CDA. Director Smith read the agreement to the public. Mr. Doherty shared that the CDA wants to keep the entire basin whole. Mr. Doherty asked Mr. Cook to speak on this subject. Mr. Cook shared that in 2016 NOWA was not concerned with the water rights use for fire suppression, but how those rights are used in the future. He shared about the recharge project and the aquifer and basalt wells in the area. He shared that the water rights should not be used for industrial purposes, it would be unacceptable for sustainability of our region. He asked multiple times for the CDA to support the NOWA**



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recharge and the CDA has supported those projects. He appreciates that Director Smith suggested to put together a water technical committee, to determine the water uses on the water rights/certificates. NOWA was in support of the 2016 agreement between the CDA and OMD, with those water rights being used for fire protection. He would like a formal commitment to pause on uses of the CDA water rights uses and put together a game plan in a sustainable fashion.

Director Smith shared that Mr. Shafer has shared with him the importance of water to our agricultural community and region and that the CDA should protect the water needs of our agricultural region.

Director Smith and Ms Pedro have met with the Cities of Hermiston and Umatilla in the interest of providing water to the depot for future development, until the pipeline is up and running and evaluate the needs there. Mr. Smith visited with Mr. Shafer about the CDA purchasing the first 5 cfs from Umatilla Co. water project for the benefit of the CDA and discussed additional water resources and uses that would be needed from the Cities of Hermiston and Umatilla.

Mr. Smith asked how this conversation today become so elevated because CDA was not currently discussing a transfer-of the water CDA is only seeking to complete the real property transfer of Parcel 1 to the CDA. Mr. Smith is in agreement that the CDA should move to suspend further discussions on water rights transfers until a committee can come back to the CDA board with recommendations for water sources for the CDA. Mr. Doherty shared he received emails and letters from dairies and farmers with their concerns on the use of the CDA water certificates. Mr. Cooks has concerns about the change in the character use of the water rights to industrial from fire suppression.

Opened the discussion to the public: Brian Bosma with Sage Hollow Dairy is in the critical ground water area and is concerned about CDA

Certificates future uses. Question- how could the water certificate be changed from fire suppression use to industrial use? Mr. Smith shared, that no action is being suggested and therefore it is important that the water committee convene. He hears your concern Mr. Bosma and that in 2016 the conversation with OMD was around fire suppression. Ms. Howard shared that there has been a misunderstanding on a memo that was circulated to a group of people and that it has been misconstrued. In 2016 there was a letter from the Oregon Water Resources Dept. to the Army with a change to Water Right Certificates 33765, 3379,33988 and 91131 from fire protection to general industrial use. She shared that when the land is conveyed to the CDA certain of the water rights are appurtenant to the property and conveyed at the time of transfer. Other water rights—that are already changed to general industrial use—can be transferred after the property is sold to CDA. No action is being taken right now, the water rights and Army's conveyance of the property and water rights are consistent with the 2016 MOA The CDA is not proposing to make any changes on the water rights as part of the property transaction with the Army. Mr. Doherty said what you are saying we can move forward with the transfer and that there is no further permitting being done before the transfer of the property. We can move forward and ask the board to cease any further permitting and to set up a committee to look at further permitting. Mr. Cook asked to follow-up that this is implied industrial use? If the transfer is done, then can the CDA use those certificates for industrial use and why would you need a transfer if the intent is only to use those for firefighting? Ms. Howard shared that the 2016 letter to the Army from the OWRD changed the water rights to general industrial. Ms. Howard shared there is not a transfer of water rights being proposed by the CDA right now. CDA does not own the land yet so they cannot do a water rights



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transfer and the committee can clearly define the uses. Mr. Doherty would like to see a suspension of the use of those water rights. Ms. Mittelsdorf wants to make sure that we have as much of ability of use of those water rights as we can, she agrees that a committee should be formed. She shared that agricultural community is such a big part of our regions economic development. She would like to see the CDA keep those water rights as general industrial.

Mr. Doherty agreed. Ms. Mittelsdorf shared with the property transfer I don't know what we need to suspend. No one is suggesting a water rights transfer, the CDA needs to move forward on the Army transferring the property to the CDA. She asked what do we need to suspend? It seems like we should just move forward with the transfer of the property to the CDA. Mr. Sampson shared his thoughts on water from CTUIR perspective and protection of our agricultural land. He is in support of forming the water committee, for discussions on water rights and uses. Mr. Bosma asked for a copy of the 2016 letter from OWRD to the Army. Mr. Smith shared that CDA would provide a copy of that letter. Mr. Shafer shared that he is in favor of protecting our ag community and that the pipeline will be able to put more water into the aquifer and this should benefit the ag community as well. He would like to postpone/table any further discussions on water for now and allow for the water committee to meet. Motion by John and 2<sup>nd</sup> by Ms. Mittelsdorf, there was no objection to the motion. No vote was taken.

Mr. Doherty would like to suspend any work of transfers of water rights until the water committee meets can come back to the CDA board with recommendations.

Question on the motion: Mr. Puzey would like to discuss further with his board of commission on this subject. I am authorized to move forward on approving the CDA/Army MOA for the conveyance of the property. I hope that the work the Port of Umatilla has done on the mitigation of water from the Columbia River has been beneficial to the ag community in which we support. The Port of Umatilla has also been in support of the Umatilla Co pipeline easement that will support the ag community as well.

Ms. Mittelsdorf added that she would like NOWA to be on the water committee.

Mr. Doherty suggested that the motion should also include that we table further discussion on water rights until the water committee meets and makes recommendations to the CDA board. This would be independent from the transfer of land from the Army to the CDA.

Mr. Doherty asked if anyone stands in opposition of the motion? Tyler Hansell asked did you mention that the water rights have already been changed from fire suppression to light industrial use? This question was directed to Ms. Howard. Yes, referring to the 2016 letter from OWRD. There is no obligation for the CDA to use these certificated water rights and would be suspended per the motion once the water committee would make a recommendation.

Mr. Doherty asked the board to come back with recommendations with people to represent on the water committee.

Mr. Puzey shared that the Port of Umatilla would pay for Ms. Howard to participate on the water committee.

Mr. Smith for the record he does not know how this became an issue.

Ms. Howard shared that the IGA has authority to have advisory committees.

Mr. Smith asked the board to share names of people they would like to include on this advisory committee. Mr. Doherty agreed.

2. One Million Investment to purchase the land **Director Smith shared that it could take up to 10-12 years following the transfer of parcel 2 in order to pay back to the partners willing to invest in the one million**



## Columbia Development Authority

dollar payment to the Army. CDA must follow the Army reinvestment period categories. Discussion on the repayment of the contribution of the three CDA members and timeline after discussions with the Army.

1. Contribution from CDA members.
2. Sell of 640 acres to the Port of Morrow or CDA partner.
3. CDA could take a loan out, CDA could take on the debt.
4. CDA could work with BRAC to establish a letter of credit.

Mr. Doherty shared that the board will need to further discuss options. Mr. Sampson asked about the options presented, and that he is prepared to help with some options that he may be able to consult with his board. Mr. Shafer asked about a promissory note and asked how that would work. Mr. Doherty asked how soon do we need this? Ms. Mittelsdorf shared that the Port of Morrow would like to remind the board of the position the Port had taken to put up the 1 million in exchange for the 640 acres. Ms. Howard clarified that there is confusion to hear a different answer last week on the repayment to the three partners who were going to loan the one million. But that the document prepared by the army contemplating the money from the Port of Morrow to purchase the depot property in exchange for the 640 acres had been acceptable by the Army. Ms. Mittelsdorf the one million dollars are for the entire property. Mr. Smith will meet with each board member to further this discussion with their attorneys on this matter.

3. Title Insurance and Closing Fee's *Director Smith shared what the cost of title insurance and closing estimate would be for Parcel 1: \$65,953.00 divided by the 5 CDA partners=\$13,190.60. Mr. Smith asked if the CDA would like to utilize the CDA checking account to pay for this? Mr. Sampson suggested that each CDA member could pay their portion of this cost and CTUIR is prepared to do so, Mr. Shafer agreed, as well as Mr. Doherty that each partner could pay this cost.*
4. Army/CDA MOA Mr. Smith shared an update on the MOA. Keep in mind every time we bring legal counsel the cost is something the CDA members will need to be mindful of this.
5. Emergency Services Mr. Smith shared that we will continue to work with our local partners. Mr. Sampson shared that CTUIR is willing to work with CDA as well.

### New Business

1. Insurance Premium Mr. Smith shared preliminary costs through SDAO may be between 30-78 thousand a year. Greg asked Josh Burns to update the board. When the conveyance happens and when CDA assumes the buildings
2. Economic Development Updates by CDA Members **No Updates were given**

- Public Comment
- Executive Session **No Exec. Session**

**Note:** If an item is to move to an Executive Session the board chairman will make the recommendation at this time.



## Columbia Development Authority

*An Executive Session will be held to consider information or records that are exempt by law from public inspection, including attorney-client privileged information or records, and to conduct deliberations with persons designated by the Board to negotiate real property transactions. The executive session is being held pursuant to ORS 192.660(2)(e) and ORS 192.660(2)(f). Further pursuant to ORS 192.660(2)(f), a public body "has the authority to meet in executive session to obtain other professional legal services from its legal counsel." Or. Dept of Justice, Attorney General's Public Records and Meetings Manual 2019: Public Meetings, Voting § (E)(1)(h)*

Return to Regular Session

Adjourn

Columbia Development Authority  
**Balance Sheet**  
As of July 31, 2022

|                                       | <u>Jul 31, 22</u>        |
|---------------------------------------|--------------------------|
| <b>ASSETS</b>                         |                          |
| Current Assets                        |                          |
| Checking/Savings                      |                          |
| CDA Checking Account-BEO              | 134,626.71               |
| Total Checking/Savings                | <u>134,626.71</u>        |
| Total Current Assets                  | <u>134,626.71</u>        |
| <b>TOTAL ASSETS</b>                   | <b><u>134,626.71</u></b> |
| <b>LIABILITIES &amp; EQUITY</b>       |                          |
| Equity                                |                          |
| Unrestricted Net Assets               | 133,610.71               |
| Net Income                            | 1,016.00                 |
| Total Equity                          | <u>134,626.71</u>        |
| <b>TOTAL LIABILITIES &amp; EQUITY</b> | <b><u>134,626.71</u></b> |

**Columbia Development Authority  
Profit & Loss Detail  
January through July 2022**

| Type                            | Date       | Num    | Name                     | Memo               | Clr | Split            | Amount          | Balance         |
|---------------------------------|------------|--------|--------------------------|--------------------|-----|------------------|-----------------|-----------------|
| <b>Ordinary Income/Expense</b>  |            |        |                          |                    |     |                  |                 |                 |
| <b>Income</b>                   |            |        |                          |                    |     |                  |                 |                 |
| <b>Sub-Lease Igloo and Land</b> |            |        |                          |                    |     |                  |                 |                 |
| Deposit                         | 01/24/2022 | 172360 | Bay West                 | Sub-lease          |     | CDA Checking ... | 500.00          | 500.00          |
| Deposit                         | 02/22/2022 |        | Bay West                 | Sub-Lease          |     | CDA Checking ... | 500.00          | 1,000.00        |
| Deposit                         | 03/17/2022 | DEP    | Walla Walla Foundry      | Sub-lease          |     | CDA Checking ... | 9,000.00        | 10,000.00       |
| Deposit                         | 03/25/2022 | DEP    | Bay West                 | Sub-lease          |     | CDA Checking ... | 500.00          | 10,500.00       |
| Deposit                         | 05/11/2022 | DEP    | Bay West                 | Sublease           |     | CDA Checking ... | 500.00          | 11,000.00       |
| Deposit                         | 06/02/2022 | DEP    | Bay West                 | Sub-lease          |     | CDA Checking ... | 500.00          | 11,500.00       |
| Deposit                         | 07/11/2022 | DEP    | Bay West                 | Sub-lease          |     | CDA Checking ... | 500.00          | 12,000.00       |
| Total Sub-Lease Igloo and Land  |            |        |                          |                    |     |                  | 12,000.00       | 12,000.00       |
| <b>Total Income</b>             |            |        |                          |                    |     |                  | 12,000.00       | 12,000.00       |
| <b>Gross Profit</b>             |            |        |                          |                    |     |                  | 12,000.00       | 12,000.00       |
| <b>Expense</b>                  |            |        |                          |                    |     |                  |                 |                 |
| <b>Insurance Expense</b>        |            |        |                          |                    |     |                  |                 |                 |
| Check                           | 03/07/2022 | 2501   | Special Districts Ins... | Special Distric... |     | CDA Checking ... | 1,984.00        | 1,984.00        |
| Total Insurance Expense         |            |        |                          |                    |     |                  | 1,984.00        | 1,984.00        |
| <b>Personal Services</b>        |            |        |                          |                    |     |                  |                 |                 |
| Check                           | 03/17/2022 | 2502   | Edward Orloski           | Personal Serv...   |     | CDA Checking ... | 4,500.00        | 4,500.00        |
| Check                           | 04/12/2022 | 2503   | Edward Orloski           | Personal Serv...   |     | CDA Checking ... | 4,500.00        | 9,000.00        |
| Total Personal Services         |            |        |                          |                    |     |                  | 9,000.00        | 9,000.00        |
| <b>Total Expense</b>            |            |        |                          |                    |     |                  | 10,984.00       | 10,984.00       |
| <b>Net Ordinary Income</b>      |            |        |                          |                    |     |                  | 1,016.00        | 1,016.00        |
| <b>Net Income</b>               |            |        |                          |                    |     |                  | <b>1,016.00</b> | <b>1,016.00</b> |

Columbia Development Authority

8/12/2022 9:42 AM

Register: CDA Checking Account-BEO

From 07/01/2022 through 07/31/2022

Sorted by: Date, Type, Number/Ref

| <u>Date</u> | <u>Number</u> | <u>Payee</u> | <u>Account</u>           | <u>Memo</u> | <u>Payment</u> | <u>C</u> | <u>Deposit</u> | <u>Balance</u> |
|-------------|---------------|--------------|--------------------------|-------------|----------------|----------|----------------|----------------|
| 07/11/2022  | DEP           | Bay West     | Sub-Lease Igloo and L... | Sub-lease   |                | X        | 500.00         | 134,626.71     |

**Columbia Development Authority  
Profit & Loss Detail  
January through August 2022**

| Type                            | Date       | Num    | Name                     | Memo               | Cir | Split            | Amount          | Balance         |
|---------------------------------|------------|--------|--------------------------|--------------------|-----|------------------|-----------------|-----------------|
| <b>Ordinary Income/Expense</b>  |            |        |                          |                    |     |                  |                 |                 |
| <b>Income</b>                   |            |        |                          |                    |     |                  |                 |                 |
| <b>Sub-Lease Igloo and Land</b> |            |        |                          |                    |     |                  |                 |                 |
| Deposit                         | 01/24/2022 | 172360 | Bay West                 | Sub-lease          |     | CDA Checking ... | 500.00          | 500.00          |
| Deposit                         | 02/22/2022 |        | Bay West                 | Sub-Lease          |     | CDA Checking ... | 500.00          | 1,000.00        |
| Deposit                         | 03/17/2022 | DEP    | Walla Walla Foundry      | Sub-lease          |     | CDA Checking ... | 9,000.00        | 10,000.00       |
| Deposit                         | 03/25/2022 | DEP    | Bay West                 | Sub-lease          |     | CDA Checking ... | 500.00          | 10,500.00       |
| Deposit                         | 05/11/2022 | DEP    | Bay West                 | Sublease           |     | CDA Checking ... | 500.00          | 11,000.00       |
| Deposit                         | 06/02/2022 | DEP    | Bay West                 | Sub-lease          |     | CDA Checking ... | 500.00          | 11,500.00       |
| Deposit                         | 07/11/2022 | DEP    | Bay West                 | Sub-lease          |     | CDA Checking ... | 500.00          | 12,000.00       |
| Total Sub-Lease Igloo and Land  |            |        |                          |                    |     |                  | 12,000.00       | 12,000.00       |
| Total Income                    |            |        |                          |                    |     |                  | 12,000.00       | 12,000.00       |
| Gross Profit                    |            |        |                          |                    |     |                  | 12,000.00       | 12,000.00       |
| <b>Expense</b>                  |            |        |                          |                    |     |                  |                 |                 |
| <b>Insurance Expense</b>        |            |        |                          |                    |     |                  |                 |                 |
| Check                           | 03/07/2022 | 2501   | Special Districts Ins... | Special Distric... |     | CDA Checking ... | 1,984.00        | 1,984.00        |
| Total Insurance Expense         |            |        |                          |                    |     |                  | 1,984.00        | 1,984.00        |
| <b>Personal Services</b>        |            |        |                          |                    |     |                  |                 |                 |
| Check                           | 03/17/2022 | 2502   | Edward Orloski           | Personal Serv...   |     | CDA Checking ... | 4,500.00        | 4,500.00        |
| Check                           | 04/12/2022 | 2503   | Edward Orloski           | Personal Serv...   |     | CDA Checking ... | 4,500.00        | 9,000.00        |
| Total Personal Services         |            |        |                          |                    |     |                  | 9,000.00        | 9,000.00        |
| Total Expense                   |            |        |                          |                    |     |                  | 10,984.00       | 10,984.00       |
| Net Ordinary Income             |            |        |                          |                    |     |                  | 1,016.00        | 1,016.00        |
| Net Income                      |            |        |                          |                    |     |                  | <b>1,016.00</b> | <b>1,016.00</b> |

Columbia Development Authority  
**Balance Sheet**  
As of August 31, 2022

|                                       | <u>Aug 31, 22</u>        |
|---------------------------------------|--------------------------|
| <b>ASSETS</b>                         |                          |
| Current Assets                        |                          |
| Checking/Savings                      |                          |
| CDA Checking Account-BEO              | 134,626.71               |
| Total Checking/Savings                | <u>134,626.71</u>        |
| Total Current Assets                  | <u>134,626.71</u>        |
| <b>TOTAL ASSETS</b>                   | <b><u>134,626.71</u></b> |
| <b>LIABILITIES &amp; EQUITY</b>       |                          |
| Equity                                |                          |
| Unrestricted Net Assets               | 133,610.71               |
| Net Income                            | 1,016.00                 |
| Total Equity                          | <u>134,626.71</u>        |
| <b>TOTAL LIABILITIES &amp; EQUITY</b> | <b><u>134,626.71</u></b> |

11:46 AM

09/20/22

**Columbia Development Authority**  
**Reconciliation Detail**  
CDA Checking Account-BEO, Period Ending 08/31/2022

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| Type                              | Date | Num | Name | Clr | Amount | Balance           |
|-----------------------------------|------|-----|------|-----|--------|-------------------|
| <b>Beginning Balance</b>          |      |     |      |     |        | 134,626.71        |
| Cleared Balance                   |      |     |      |     |        | 134,626.71        |
| Register Balance as of 08/31/2022 |      |     |      |     |        | 134,626.71        |
| <b>Ending Balance</b>             |      |     |      |     |        | <b>134,626.71</b> |

| Batch                          | Journal | Entry #                 | Date        | Job | Document  | Description   | Debits             |
|--------------------------------|---------|-------------------------|-------------|-----|-----------|---|--------------------|
| 400.4200.00                    |         | WAGES - LRA             |             |     |           |   |                    |
| 23973                          | PR      | 573534                  | () 04/12/22 |     | 68585     | - 685 Payroll Bi-Weekly 4/8/2022                              | \$7,916.00         |
| 23999                          | PR      | 574513                  | () 04/26/22 |     | 68719     | - 687 Payroll Bi-Weekly 4/22/2022                             | \$7,916.00         |
| 24062                          | PR      | 576846                  | 05/10/22    |     | 68854     | - 688 Payroll Bi-Weekly 5/6/2022                              | \$7,698.08         |
| 24092                          | PR      | 577963                  | () 05/24/22 |     | 68995     | - 690 Payroll Bi-Weekly 5/20/2022                             | \$7,843.36         |
| 24153                          | PR      | 579862                  | () 06/07/22 |     | 69135     | - 691 Payroll Bi-Weekly 6/3/2022                              | \$7,698.08         |
| 24184                          | PR      | 581000                  | () 06/21/22 |     | 69276     | - 692 Payroll Bi-Weekly 6/17/2022                             | \$7,698.08         |
| 24240                          | PR      | 582224                  | 07/05/22    |     | 69444     | - 694 Payroll Bi-Weekly 7/1/2022                              | \$7,770.72         |
| 24308                          | PR      | 584435                  | () 07/19/22 |     | 69593     | - 696 Payroll Bi-Weekly 7/15/2022                             | \$7,705.40         |
| WAGES - LRA TOTAL:             |         |                         |             |     |           |   | <u>\$62,245.72</u> |
| 415.4200.00                    |         | P/R COSTS - LRA 42%     |             |     |           |   | 26,143.20          |
| P/R TAXES - LRA TOTAL:         |         |                         |             |     |           |   | <u>\$88,388.92</u> |
| 506.4200.00                    |         | CONTRACT SERVICES - LRA |             |     |           |   |                    |
| 24150                          | AP      | 579742                  | () 04/30/22 |     | 72641     | ANDERSON PERRY & ASSOCIATES - PROFESSIONAL SERVICES           | \$7,282.82         |
| 24298                          | AP      | 584035                  | () 05/31/22 |     | 72765     | ANDERSON PERRY & ASSOCIATES - PROFESSIONAL SERVICES           | \$13,550.33        |
| 24297                          | AP      | 584037                  | () 06/30/22 |     | 72960     | ANDERSON PERRY & ASSOCIATES - PROFESSIONAL SERVICES           | \$4,242.50         |
| 24437                          | AP      | 588743                  | () 07/31/22 |     | 73179     | ANDERSON PERRY & ASSOCIATES - PROFESSIONAL SERVICES           | \$9,593.76         |
| CONTRACT SERVICES - LRA TOTAL: |         |                         |             |     |           |   | <u>\$34,669.41</u> |
| 507.4200.00                    |         | ENGINEERING - LRA       |             |     |           |   |                    |
| ENGINEERING - LRA TOTAL:       |         |                         |             |     |           |   | \$0.00             |
| 515.4200.00                    |         | TELEPHONE - LRA         |             |     |           |   |                    |
| 24049                          | AP      | 576309                  | () 04/30/22 |     | APRIL2022 | DEBORAH PEDRO - APRIL PHONE                                   | \$100.00           |
| 24049                          | AP      | 576317                  | () 04/30/22 |     | APRIL2022 | GREGORY SMITH - APRIL PHONE                                   | \$100.00           |
| 24138                          | AP      | 579167                  | () 05/31/22 |     | MAY2022   | DEBORAH PEDRO - MAY PHONE                                     | \$100.00           |
| 24138                          | AP      | 579203                  | () 05/31/22 |     | MAY2022   | GREGORY SMITH - MAY PHONE                                     | \$100.00           |
| 24241                          | AP      | 582397                  | () 06/30/22 |     | JUNE2022  | DEBORAH PEDRO - JUNE PHONE                                    | \$100.00           |
| 24241                          | AP      | 582443                  | () 06/30/22 |     | JUNE2022  | GREGORY SMITH - JUNE PHONE                                    | \$100.00           |
| 24429                          | AP      | 588525                  | () 07/31/22 |     | JULY2022  | DEBORAH PEDRO - JULY PHONE                                    | \$100.00           |
| 24429                          | AP      | 588539                  | () 07/31/22 |     | JULY2022  | GREGORY SMITH - JULY PHONE                                    | \$100.00           |
| TELEPHONE - LRA TOTAL:         |         |                         |             |     |           |   | <u>\$800.00</u>    |
| 550.4200.00                    |         | SUPPLIES - LRA          |             |     |           |   |                    |
| 24049                          | AP      | 576340                  | () 04/22/22 |     | 4/22/22   | VISA 8246** - 8246: OFFICE SUPPLIES                           | \$64.10            |
| 24165                          | AP      | 580316                  | () 05/22/22 |     | 5/22/22   | VISA 8246** - 8246: OFFICE SUPPLIES                           | \$281.86           |
| 24241                          | AP      | 582497                  | () 06/21/22 |     | 6/21/22   | VISA 8246** - 8246: SUPPLIES & CLOUD STORAGE                  | \$91.15            |
| 24417                          | AP      | 588404                  | () 07/22/22 |     | 7/22/22   | VISA 8246** - 8246: office supplies                           | \$16.58            |
| SUPPLIES - LRA TOTAL:          |         |                         |             |     |           |   | <u>\$453.69</u>    |
| 555.4200.00                    |         | LEGAL - LRA             |             |     |           |   |                    |
| 24165                          | AP      | 580226                  | () 05/13/22 |     | 1734478   | SCHWABE, WILLIAMSON & WYATT - Umatilla Army Depot Acquisition | \$39,513.50        |

|                                   |                            |             |           |   |                      |
|-----------------------------------|----------------------------|-------------|-----------|---|----------------------|
| 24165 AP                          | 580228                     | () 05/16/22 | 1735317   | SCHWABE, WILLIAMSON & WYATT - Umatilla Army Depot Acquisition               | \$20,391.00          |
| 24165 AP                          | 580230                     | () 05/16/22 | 1735319   | SCHWABE, WILLIAMSON & WYATT - Umatilla Army Depot Acquisition               | \$4,680.00           |
| 24298 AP                          | 584087                     | () 05/30/22 | 3301404   | SCHWABE, WILLIAMSON & WYATT - Umatilla Army Depot Acquisition               | \$23,041.00          |
| 24298 AP                          | 584089                     | () 05/30/22 | 3301406   | SCHWABE, WILLIAMSON & WYATT - Umatilla Army Depot Acquisition               | \$633.50             |
| 24297 AP                          | 584091                     | () 06/30/22 | 3304214   | SCHWABE, WILLIAMSON & WYATT - Umatilla Army Depot Acquisition               | \$20,943.00          |
| 24429 AP                          | 588535                     | () 07/30/22 | 3307914   | SCHWABE, WILLIAMSON & WYATT - Umatilla Army Depot Acquisition               | \$29,407.50          |
| LEGAL - LRA TOTAL:                |                            |             |           |   | <u>\$138,609.50</u>  |
| 560.4200.00                       | ADS & PUBLICATIONS-LRA     |             |           |   |                      |
| ADS & PUBLICATIONS-LRA TOTAL:     |                            |             |           |   | \$0.00               |
| 570.4200.00                       | TRAVEL - LRA               |             |           |   |                      |
| 24049 AP                          | 576307                     | () 04/30/22 | 4/30/22   | DEBORAH PEDRO - REIMB. Depot tour, CDA board mtg, Umatilla chamber luncheon | \$106.47             |
| 24049 AP                          | 576315                     | () 04/30/22 | 4/30/22   | GREGORY SMITH - REIMB. Depot tour, CDA board mtg, Umatilla chamber luncheon | \$106.47             |
| 24138 AP                          | 579165                     | () 05/31/22 | 5/30/22   | DEBORAH PEDRO - REIMB. depot tours, chamber mtg, water mtg                  | \$93.01              |
| 24138 AP                          | 579201                     | 05/31/22    | 5/30/22   | GREGORY SMITH - REIMB. TC Energy Mtg, Tri Cities Dev.Mtg, Water Mtg         | \$70.78              |
| 24241 AP                          | 582498                     | () 06/21/22 | 6/21/22   | VISA 8246** - 8246: DEPARTMENT OF DEFENSE CONF.REGISTRATION                 | \$595.00             |
| 24245 AP                          | 582562                     | () 06/21/22 | 6/21/22   | VISA 6348** - 6348: travel exp. Project Visit Nikola/TC Energy              | \$2,432.59           |
| 24241 AP                          | 582244                     | () 06/28/22 | 3821      | BOARDMAN CHAMBER OF COMMERCE - Luncheon - Debbie                            | \$15.00              |
| 24241 AP                          | 582395                     | () 06/30/22 | 6/30/22   | DEBORAH PEDRO - REIMB. chamber mtg  | \$50.31              |
| 24241 AP                          | 582441                     | () 06/30/22 | 6/30/22   | GREGORY SMITH - REIMB.: TRAVEL EXP.   | \$61.70              |
| 24417 AP                          | 588405                     | () 07/22/22 | 7/22/22   | VISA 8246** - 8246: County Planners mtg, SKY NRG Utility mtg                | \$294.85             |
| 24429 AP                          | 588523                     | () 07/31/22 | 7/31/22   | DEBORAH PEDRO - REIMB. planners mtg, BRAC, board mtg                        | \$128.75             |
| 24429 AP                          | 588537                     | () 07/31/22 | 7/31/22   | GREGORY SMITH - REIMB.: Board mtg, planners mtg, BRAC, SkyNRG project mtg   | \$258.75             |
| TRAVEL - LRA TOTAL:               |                            |             |           |   | <u>\$4,213.68</u>    |
| 573.4200.00                       | EDUCATION - CDA            |             |           |   |                      |
| EDUCATION - CDA TOTAL:            |                            |             |           |   | \$0.00               |
| 580.4200.00                       | DUES & SUBSCRIPTIONS - LRA |             |           |   |                      |
| 24242 AP                          | 582242                     | () 05/19/22 | MS22-3060 | ASSOCIATION OF DEFENSE COMM. - MEMBERSHIP DUES                              | \$450.00             |
| 24417 AP                          | 588403                     | () 07/22/22 | 7/22/22   | VISA 8246** - 8246: Domain renewal, google cloud storage                    | \$193.99             |
| DUES & SUBSCRIPTIONS - LRA TOTAL: |                            |             |           |   | <u>\$643.99</u>      |
| 594.4200.00                       | LEASE EXPENSE - LRA        |             |           |   |                      |
| 24177 G                           | 580763                     | () 04/30/22 |           | LRA Lease   | \$2,906.83           |
| 24178 G                           | 580765                     | () 05/31/22 |           | LRA Lease   | \$2,906.83           |
| 24179 G                           | 580767                     | () 06/30/22 |           | LRA Lease   | \$2,906.83           |
| 24439 G                           | 588748                     | () 07/31/22 |           | LRA Lease   | \$2,906.83           |
| LEASE EXPENSE - LRA TOTAL:        |                            |             |           |   | <u>\$11,627.32</u>   |
| TOTAL OF LEDGER:                  |                            |             |           | Grant year to-date  | \$279,406.51         |
|                                   |                            |             |           | Less Quarter 1 Grant Receipt  | (\$192,984.00)       |
|                                   |                            |             |           | Match (5 Entities x \$4,288.59)   | <u>(\$21,442.95)</u> |
|                                   |                            |             |           | Expenses towards 2nd Qtr Ending 9/30/22                                     | <u>\$64,979.56</u>   |

July 15, 2022 – “Final” Draft

**AGREEMENT**  
**BETWEEN**  
**UNITED STATES DEPARTMENT OF THE ARMY**  
**AND**  
**THE COLUMBIA DEVELOPMENT AUTHORITY**  
**FOR**  
**THE ECONOMIC DEVELOPMENT CONVEYANCE**  
**OF**  
**A PORTION OF THE FORMER UMATILLA CHEMICAL DEPOT**  
**HERMISTON, OREGON**

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## LIST OF EXHIBITS

|             |  |
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| Exhibit A   | Legal Descriptions of Parcel 1 and Parcel 2  |
| Exhibit A-1 | Map of Parcel 1 and 2  |
| Exhibit B   | Form of Deed for Parcel 1 and Parcel 2   |
| Exhibit C   | Description of Existing Easements  |
| Exhibit D   | Description of Army Reserved Easements   |
| Exhibit E   | Memorandum of Agreement between Oregon Military Department and Columbia Development Authority (Water Rights)                                 |
| Exhibit F   | Amended Historic Preservation Programmatic Agreement   |
| Exhibit G   | List of Permits  |
| Exhibit H   | Annual Financial Statements Format   |
| Exhibit I   | Army-CDA Interim Lease   |
| Exhibit J   | Easement and Equitable Servitude   |
| Exhibit K   | Memorandum of Agreement between Columbia Development Authority and Confederated Tribes of the Umatilla Indian Reservation (Wildlife Habitat) |

**THIS AGREEMENT** (“Agreement”) is made and entered into by and between the **Department of the Army (“Army”), acting by and through the Deputy Assistant Secretary of the Army (Installations, Housing and Partnerships)**, and the **Columbia Development Authority**, organized and existing as provided by the terms and provisions of an intergovernmental agreement dated May 15, 1995, as amended and restated, between the County of Morrow and the County of Umatilla, both political subdivisions of the State of Oregon, the Port of Morrow and the Port of Umatilla, both port districts and municipal corporations of the State of Oregon, and the Confederated Tribes of the Umatilla Indian Reservation, a federally recognized Indian Tribe, whose mailing address is P.O. Box 200, Boardman, Oregon 97818, in its capacity as the designated Local Redevelopment Authority (hereinafter referred to as the “CDA”) (individually each a “Party” and collectively the “Parties”) as of the date of the last signature of a Party affixed hereto (“Effective Date”).

**RECITALS:**

**WHEREAS**, the United States of America is the owner of certain real property, improvements, and related personal property, located in Umatilla County and Morrow County, Oregon and commonly referred to as the former Umatilla Chemical Depot or UMCD (“Installation”); and

**WHEREAS**, at the time it enacted section 2846 of Public Law 108-375 (National Defense Authorization Act for Fiscal Year 2005), Congress determined that parcels of real property within the boundaries of the Installation that were previously withdrawn from the public domain were no longer suitable for return to the public domain and should remain under the administrative jurisdiction of the Secretary of the Army; and

**WHEREAS**, by enactment of section 2846 of Public Law 108-375 (National Defense Authorization Act for Fiscal Year 2005), Congress further required that the Secretary combine the real property within the boundaries of the Installation with other real property comprising the Umatilla Chemical Depot for purposes of their management and disposal pursuant to title II of the Defense Authorization Amendments and Base Closure and Realignment Act of 1988 (Public Law 100–526; 10 U.S.C. 2687 note) and other applicable law; and

**WHEREAS**, the Installation was closed on July 17, 2012 pursuant to and in accordance with the Defense Base Closure and Realignment Act of 1990 (part A of title XXIX of Pub. L. No. 101-510; 10 U.S.C. § 2687 note), as amended, and section 2703 of the National Defense Authorization Act for Fiscal Year 2012 (Public Law 112-81)

(collectively, “Act”); and

**WHEREAS**, the Umatilla Army Depot Reuse Authority (UMADRA) was initially organized as a planning LRA in the late 1980’s by appointment of the Oregon Governor in anticipation of base closure, was later legally established as an Oregon Section 190 intergovernmental entity in 1995 under Oregon Law ORS 190.003 to ORS 190.085 and ORS 190.110, which was re-named the Columbia Development Authority through a restated and amended intergovernmental agreement in 2014; and

**WHEREAS**, the final Redevelopment Plan developed by the UMADRA dated August 6, 2010, with supplemental information dated August 16, 2010, was approved by the Department of Housing and Urban Development (HUD) on October 27, 2010 and is in compliance with the requirements of the Act and implementing regulations at 24 C.F.R. Part 586; and

**WHEREAS**, the Director of the Office of Economic Adjustment, on behalf of the Secretary of Defense, issued a letter dated September 17, 2014 recognizing the newly reorganized Columbia Development Authority (CDA) as the implementation local redevelopment authority for the purpose of executing the Redevelopment Plan for a 9,539.44 acre portion of the installation in accordance with the Act and implementing regulations at 32 C.F.R. § 174.9; and

**WHEREAS**, the CDA Board of Directors submitted its final EDC application dated February 20, 2015 for the economic development conveyance (“EDC”) of the Property as herein defined, including related personal property, and;

**WHEREAS**, the CDA and Confederated Tribes of the Umatilla Indian Reservation (CTUIR) executed an Agreement on July 31, 2019 (**Exhibit K**) to transfer and manage certain respective portions of the area designated in the Redevelopment Plan as the “Wildlife Refuge” for the purpose of preservation and restoration of the natural shrub-steppe habitat and wildlife habitat resources, in accordance with applicable laws and regulations, including the Umatilla Depot Wildlife Refuge as zoned by Umatilla and Morrow counties; and

**WHEREAS**, the Army approved CDA’s EDC application for 9,539.44 acres of the installation, together with certain Related Personal Property, by letter to the CDA dated February 18, 2022.

**NOW, THEREFORE**, in consideration of the mutual promises contained in this Agreement and other good and valuable consideration, the sufficiency of which is

hereby acknowledged, the Parties hereto, intending to be legally bound, agree as follows:

## **ARTICLE 1. DEFINITIONS**

As used in this Agreement, unless the context otherwise requires or unless otherwise expressly provided, the following terms shall have the following meanings:

“Act” shall mean the Defense Base Closure and Realignment Act of 1990 (part A of title XXIX of Pub. L. No. 101-510; 10 U.S.C. § 2687 note), as amended, together with section 2703 of the National Defense Authorization Act for Fiscal Year 2012 (Public Law 112-81).

“Army” shall mean the Department of the Army acting by and through the Deputy Assistant Secretary of the Army (Installations, Housing and Partnerships).

“CERCLA” shall mean the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended (42 U.S.C. § 9601 et seq.).

“Closing” shall mean, with respect to a Parcel, the settlement and conveyance of such Parcel in accordance with the terms and provisions of this Agreement.

“Closing Date” shall mean, with respect to a Parcel, the date on which the Closing occurs for such Parcel.

“Columbia Development Authority” or “CDA” shall mean that entity which in its capacity as the designated local redevelopment authority is authorized to accept the Property from Army under state laws and the Act.

“Economic Development Conveyance” or “EDC” shall mean a conveyance of real and personal property for purposes of job generation as authorized by section 2905(b)(4) of the Act and the implementing regulations at 32 C.F.R. § 174.9.

“Finding of Suitability to Transfer” or “FOST” shall mean the document, including any amendments thereto, required by Army Regulation 200-1 evidencing the Army’s determination that real property is environmentally suitable for transfer by deed under CERCLA §120(h). A FOST must demonstrate that either the property is uncontaminated or that all necessary remediation has been completed or is in place and operating properly and successfully.

“Installation” shall mean the former Umatilla Chemical Depot located in Umatilla County

and Morrow County, OR.

“Parcel” shall mean either Parcel 1 or Parcel 2, individually, as the context may require.

“Parcel 1” shall mean the real property located at the Installation totaling 9,511.37 acres, together with all improvements, structures, appurtenances, utilities, and infrastructure located thereon, including Related Personal Property (as defined below) located thereon, more particularly described in **Exhibit A and Exhibit A-1** attached hereto and made a part hereof.

“Parcel 2” shall mean the real property located at the Installation totaling 28.07 acres, together with all improvements, structures, appurtenances, utilities, and infrastructure located thereon, including Related Personal Property (as defined below) located thereon, more particularly described in **Exhibit A and Exhibit A-1** attached hereto and made a part hereof.

“Property” shall mean collectively, Parcel 1 and Parcel 2.

“Reinvestment Period” shall mean the period beginning on the Closing Date for Parcel 1 and continuing for a period of seven (7) years after the Closing Date for Parcel 2.

“Related Personal Property” shall mean the personal property of the United States of America located on a Parcel to be conveyed to the CDA that is an integral part of, related to, designed for, or specially adapted to the functional use of the Property, the removal of which would significantly diminish the economic value of the Property, or as determined by the Army to be related to the Property.

## **ARTICLE 2. AGREEMENT TO ACQUIRE AND CONVEY**

2.1. The Army agrees to convey the Property to the CDA, and the CDA agrees to accept the said conveyance, pursuant to the terms and conditions of this Agreement.

2.2. The Army shall convey each Parcel to the CDA by one or more deeds without warranty (each, a “**Deed**” and, collectively, the “**Deeds**”) substantially similar in form to that described in “**Exhibit B**”, attached hereto and made a part hereof, in each case following execution of a Finding of Suitability of Transfer (FOST). The Closing for each Parcel, which each may include more than one lawful unit of land, shall occur on a date, place and time that is mutually agreeable to the Parties, but not more than sixty (60) calendar days following a) Army’s delivery of a Deed or Deeds for such Parcel to the CDA, for signature, in acceptable form and substance to CDA; b) confirmation by the CDA that the Army’s conveyance of each Parcel will be of a

lawful unit(s) of land. At Closing the Army shall deliver the applicable Deed or Deeds in final form for execution by the CDA along with any other documents which the Army has agreed to provide to CDA for the title company to record such Deed(s) and issue a standard coverage owner's policy of title insurance with respect to the applicable Parcel (collectively, the "**Closing Documents**").

2.3. The Army shall convey the Property to the CDA subject to the division of water rights as described in the Memorandum of Agreement between the Oregon Military Department (OMD) and Columbia Development Authority (CDA) executed 25-26 Jul 2016, "**Exhibit E – Memorandum of Agreement Between OMD and CDA.**" The Army will convey the water rights for Wells 4 and 5 together with the Property, subject to reserved Army rights for temporary access and use as specified in paragraph 2.4.ii, below. Water rights allocated to CDA in **Exhibit E** which are associated with wells that are not located on the Property (i.e. wells other than Wells 4 and 5) are subject to approval by Oregon Water Resources Department (OWRD) of a CDA request for a change in point of appropriation for new or additional wells and/or for a change in place of use to be located on the Property.

2.4. The Conveyance of the Property to the CDA shall be subject to the following:

- i. All valid and existing easements and rights-of-ways including, but not limited to rights-of-ways for railroads, highways, pipelines, and public utilities, if any, whether of public record or not, including but not limited to, easements for utility purposes as described in "**Exhibit C – Description of Existing Easements.**"
- ii. Perpetual and assignable non-exclusive easements and temporary and assignable rights-of-ways to be retained by the Army for a period of up to seven (7) years for continued access to existing roads, rail, potable water, waste water, storm water infrastructure, and other utilities as more particularly described in "**Exhibit D – Description of Army Reserved Easements.**" These easements will in part support Army National Guard activities on adjacent land.
- iii. Mineral interests retained by the U.S. Department of the Interior, Bureau of Land Management, as further defined within the legal descriptions set forth at **Exhibit A.**

2.5. The Army agrees to cooperate with the CDA in its efforts to obtain governmental permits and approvals related to, and necessary for, the Army's

conveyance of the Property as described in “**Exhibit G – List of Permits**”, but shall not be required to expend any funds to effect such transfers. All costs and expenses associated with obtaining such permits and approvals shall be the sole responsibility of the CDA.

### **ARTICLE 3. CONSIDERATION AND PAYMENT TERMS**

3.1. For and in consideration of the economic development conveyance of the Property to the CDA, the CDA agrees to pay the Army **one million dollars (\$1,000,000.00)** (the “Consideration”) for the Property in accordance with the terms and provisions of Section 4.2.

3.2. As part of the consideration for the Property, the CDA shall prepare, or cause to be prepared, at its sole expense, such surveys, boundary markers, partitions, boundary line adjustments, and legal descriptions of the Property as may be required for the Army to convey the Property and meet all requirements for deed recordation in the county land records and conveyance of a “lawfully established unit of land” as defined by ORS 92.101(3)(a).

3.3. Payment made to the Army shall be made by wire or electronic funds transfer or cashier’s check in accordance with instructions to be provided by the Army, provided that such instructions shall comply with all requirements of the Escrow Agent (defined below).

3.4. The CDA shall be responsible for any costs associated with legally binding agreements for homeless assistance purposes or other costs related to redevelopment of the Property. These costs do not affect payments due to the Army as described in Section 3.1, above.

### **ARTICLE 4. SETTLEMENT, CLOSING COSTS, AND RECORDATION**

4.1. The Parties shall agree upon a date, time and place for each Closing, which in each case shall be no more than sixty (60) calendar days following (a) Army’s delivery of a Deed(s) for the applicable Parcel to CDA for signature, which Deed(s) shall be in a form and substance acceptable to CDA, and (b) CDA’s determination that the Army’s conveyance will be of a lawful unit(s) of land. At CDA’s election and at CDA’s sole cost and expense, the Closing shall occur via an escrow established with CDA’s title company (the “Escrow”; such title company is referred to herein as the “Escrow Agent”). The Army shall have the right to approve the escrow instructions, provided, however, that such approval shall not be unreasonably withheld, conditioned or

delayed.

4.2. The consideration specified in paragraph 3.1 shall be paid in full at Closing for Parcel 1. On the applicable Closing Date, following execution of the applicable Deed by the CDA, and CDA's deposit of the Consideration into Escrow for disbursement to the Army upon Closing for Parcel 1, the Army shall then execute, acknowledge and deliver to Escrow Agent the executed and acknowledged Deed for the EDC of the applicable Parcel and any other Closing Documents. The CDA shall accept delivery of said Deed and other Closing Documents, and shall thereafter direct the Escrow Agent to disburse the Consideration to the Army for Parcel 1 Closing.

4.3. The CDA shall instruct the Escrow Agent to record (or cause to be recorded) each Deed and any related affidavits required by Oregon law in the county or counties in which the property therein is located, at its sole expense within fourteen (14) calendar days of the applicable Closing Date. The CDA shall provide a copy of the recorded Deeds and affidavits to the Army at no cost to the Army. The Parties intend that the obligations of this paragraph shall survive Closing.

4.4. The CDA shall be responsible for procuring any title insurance it may require for the Property at its sole expense. The Army shall cooperate with the CDA or its authorized agent in the effort CDA may undertake to determine the status of title to the Property and Army shall permit the examination of any documents in the Army's possession relating to title to the Property, and shall execute any customary affidavits, assurances, or other documents required by the Escrow Agent in order to issue an owner's policy of title insurance to CDA at Closing, in each case in a form acceptable to the Army.

4.5. The CDA shall be solely responsible for real estate transfer taxes, recording fees, and escrow fees, if any, associated with the conveyance of the Property or portions thereof to the CDA. Any costs incurred by the Army for work performed (whether directly by the Army or by contract with a third party on the Army's behalf) in conjunction with the conveyance of the Property shall be borne by the Army.

4.6. The delivery at Closing by the Army of the executed and acknowledged Deeds and Closing Documents conveying the Property to the CDA, shall be deemed full performance by the Army of its obligations hereunder with respect to the Property conveyed thereby, except for any continuing obligations of the Army provided for in the said Deeds, under section 120(h) of CERCLA, as amended, or any other applicable statutory obligations of the Army.

## **ARTICLE 5. REINVESTMENT REQUIREMENTS**

5.1. In accordance with the Act, the CDA agrees that all proceeds from the sale, lease, or equivalent use of the Property, or any portion thereof, received by CDA during the Reinvestment Period shall be reinvested to support the economic redevelopment of, or related to, the Property conveyed to the CDA under the EDC. The use of such proceeds to pay for or offset the costs of public investment on, or related to, the Property for the following purposes shall be considered a use to support the economic redevelopment of, or related to, the Property:

- a. Road construction;
- b. Transportation management facilities;
- c. Storm and sanitary sewer construction;
- d. Police and fire protection facilities and other public facilities;
- e. Utility construction;
- f. Building rehabilitation;
- g. Historic property preservation;
- h. Pollution prevention equipment or facilities;
- i. Demolition;
- j. Disposal of hazardous materials and hazardous waste generated by demolition;
- k. Landscaping, grading, and other site or public improvements;

I. Planning for or the marketing of the redevelopment and reuse of the Installation;

5.2. Other expenditures that are directly related to those listed in Section 5.01, above, may also be considered allowable uses of the proceeds. In order for such an expenditure to be considered an allowable use of the proceeds, it must be directly related to one or more of those listed in Section 5.01, above, and directly benefit the CDA's economic redevelopment and long-term job generation efforts for the Property. In any dispute on this issue, the CDA shall bear the burden of proof. At any time, the CDA may request the opinion of the Army as to whether a proposed expenditure would constitute an allowable use of the proceeds and the Army shall provide such written opinion within ninety (90) days of receipt of any such written request from the CDA.

5.3. Within one-hundred and twenty (120) calendar days of the end of the CDA's fiscal year in which the Closing for Parcel 1 occurs, and for each calendar year thereafter through the calendar year in which the Reinvestment Period ends, the CDA shall submit annual financial statements to the Army, certified by an independent certified public accountant ("CPA"), that account for all proceeds received by the CDA from the sale, lease, or equivalent use of the Property and the reinvestment of such proceeds during that calendar year of the Reinvestment Period. The CPA's audit report shall express an opinion on the financial position of the CDA, the results of its operations, and whether the financial statements are presented fairly in all material respects, in conformity with generally accepted accounting principles.

5.4. The annual financial statements required in Section 5.04, above, shall include therein or as supplemental statements a breakdown of gross and net revenues and expenditures of all proceeds from the sale, lease, or equivalent use of the Property. Expenditures shall be divided into the twelve (12) categories of investment specified in Section 5.01, above. In addition, the CDA shall include in the notes to the financial statements, or through supplemental schedules, explanations of the sources of revenues and expenditures, and the terms of any financing, including bonds or other debt instruments, used to finance the purchase of the Property and/or its future plans for redeveloping the Property.

5.5. The annual financial statements required by this Article shall be provided to the Army in the format specified in "**Exhibit H – Annual Financial Statement Format**", attached hereto and made a part hereof. At any time during the Army's review of the financial statements, the CDA shall provide the Army with any additional information related to receipts and expenditures which may be reasonably required by the Army to assist it in its review. Any such request by Army shall be made to the CDA in writing. The CDA shall have no more than ninety (90) calendar days from the date of receipt of

any such request to respond. The Army shall have the right to perform annual audits of the records and accounts of the CDA in order to ensure compliance with this Article.

5.6. Within one-hundred and eighty (180) calendar days following the Army's receipt of the CDA's financial statements, the Army shall notify the CDA of any objections it may have to the CDA's use of any portion of the proceeds, specifying the amount at issue and detailing the Army's objection to its use. The CDA will have ninety (90) calendar days from receipt of any such objections to provide additional information and/or responses to Army in writing. The Army shall then have ninety (90) calendar days from receipt of such additional information and/or responses to issue the Army's determination on the issue, which shall be provided to the CDA in writing and shall be subject to the dispute resolution process provided in Article 13 hereof.

5.7. Pursuant to the Act, the CDA understands and agrees that any proceeds held or controlled by the CDA at the end of the CDA's fiscal year within which the Reinvestment Period expires, which have not been expended or obligated for one of the twelve (12) categories of allowable investment specified in Section 5.01, above, or as otherwise determined allowable by the Army in accordance with Section 5.02, above, shall be remitted to the Army within 60 calendar days following the end of the CDA's fiscal year.

## **ARTICLE 6. INTEREST, PENALTIES AND ADMINISTRATIVE COSTS**

6.1. All amounts owed to the Army under this Agreement must be paid by the date due in order to avoid the imposition of interest, penalties, and administrative charges under the Debt Collection Act of 1982 (31 U.S.C. § 3717) and implementing regulations at 31 C.F.R. § 901.9.

6.2. The Army shall impose an interest charge at the "Current Value of Funds Rate" published by the U.S. Department of the Treasury on any amount owed to the Army hereunder that is delinquent. Interest shall accrue from the date of delinquency until the amount is paid in full. The Army shall waive interest charges on any portion of the delinquent amount if paid within thirty (30) days of the date of delinquency. The Army shall not charge interest on penalties or administrative costs.

6.3. The Army shall impose an administrative charge to cover the costs of collecting any amount due hereunder that is delinquent. The Army shall calculate administrative charges as the actual costs incurred for the delinquent amount. The Army shall waive the collection of administrative costs on any portion of the delinquent amount if paid within thirty (30) days of the date of delinquency.

6.4. The Army shall impose a penalty charge of six percent (6%) per annum of any amount due hereunder (principal plus interest and administrative charges) that is more than ninety (90) days delinquent. The said penalty shall accrue from the date of delinquency and shall continue to accrue until the amount is paid in full.

6.5. All partial payments received by the Army shall be applied first to any contingency fees added to the debt, second to outstanding penalties, third to administrative charges other than contingency fees, fourth to interest, and last to principal. For purposes of this paragraph, "contingency fees" are administrative costs resulting from fees paid by the Army to other Federal agencies or to private collection contractors for collection services rendered when the fees are paid from the amounts collected from the CDA.

## **ARTICLE 7. MAINTENANCE AND UTILITY SYSTEMS**

7.1. The Army shall maintain and repair the Property in accordance with the provisions of 32 C.F.R. § 174.14 at its sole expense, subject to the availability of funds, until such time as the Property is conveyed to CDA, subject to CDA responsibility for protection and maintenance of portions of the Property currently leased to CDA by Department of the Army, Lease No. DACA67-1-20-40 (see "**Exhibit I – Army-CDA Interim Lease**").

7.2. The Army shall convey all right, title and interest of the United States of America in and to all utility systems located on the Property to the CDA with the land, including electrical, optical fiber, natural gas, potable water, industrial and sanitary sewers, treatment plants, and storm water systems, on the Closing Date as described in "**Exhibit B**". The CDA shall be solely responsible for the cost of all utility services on the Property as of the date of Closing except that Army shall remain responsible for utility costs associated with its continued operation and maintenance of the Pump & Treat system as described and identified in the *U.S. Army Base Realignment and Closure 2005, Environmental Condition of Property Report Update, Umatilla Chemical Depot dated December 02, 2021*, subject to the availability of appropriated funds for such purposes.

7.3. The Army shall reserve to the United States certain assignable easements for the purpose of allowing Army, or its assignee, continued access to and use of portions of the Property conveyed to CDA, as set forth in "**Exhibit D – Description of Army Reserved Easements.**"

## ARTICLE 8. RISK OF LOSS

8.1. The Army shall take reasonable measures to ensure that the Property is protected in accordance with applicable Federal regulations prior to conveyance to the CDA.

8.2. The Army shall have no obligation to repair, replace, demolish, or remove any portion of the Property damaged or destroyed prior to conveyance to the CDA hereunder.

8.3. The Parties hereby agree that any damage or destruction of a portion of the Property shall not otherwise affect the Parties' rights and responsibilities with regard to the remaining portions of the Property under this Agreement.

## ARTICLE 9. ENVIRONMENTAL PROVISIONS

9.1. The Army assessed, determined, and documented the environmental condition of the Property in the *U.S. Army Base Realignment and Closure 2005, Environmental Condition of Property Report Update, Umatilla Chemical Depot*, dated June 2010, *ECP Update dated December 01, 2021*. The CDA hereby acknowledges that it has received and reviewed said report and the said updates thereto.

9.2. The CDA hereby acknowledges that it has received and reviewed the *Final Environmental Assessment (EA) for Closure, Disposal and Reuse of the Umatilla Chemical Depot, and Finding of No Significant Impact (FONSI)*, dated August 2016 and November 2021 respectively, and represents to the Army that the CDA's intended use of the Property is consistent with the uses analyzed in the said EA.

9.3. The Army will execute a Finding of Suitability to Transfer (FOST) prior to Closing on the respective Parcel for the Property. At Closing, the CDA will acknowledge that it has received and reviewed the FOST for the respective Parcel.

9.4 The Deeds shall contain such notices, covenants, restrictions, warranties and reservations of access, pursuant to CERCLA and other applicable laws, regulations and policies as the Army determines are required for the protection of human health and the environment, in addition to those described in Article 2. The other closing documents will include but may not be limited to an **Easement and Equitable Servitude** substantially in the form of **Exhibit J**, to be executed by the Army and the Oregon DEQ.

## **ARTICLE 10. DEFAULT AND TERMINATION**

10.1. Subject to Section 10.02, the Army may, in its sole discretion, terminate this Agreement if:

- a. The CDA fails to maintain its status as the local redevelopment authority approved by the Department of Defense, Office of Local Defense Community Cooperation; or
- b. The CDA breaches its closing obligations set forth in Article 2, 3 and 4 above.

10.2. In the event a Party hereto fails to observe or perform any of its obligations under this Agreement, other than the obligation of the CDA to make timely payment to the Army as set forth in Section 3.01, above, after having been provided written notice of such failure and failing to cure the default within ninety (90) calendar days of the date of receipt of such notice, the other Party shall be entitled to terminate this Agreement and, notwithstanding such termination, exercise any and all of the remedies for breach which are provided for herein as well as any other remedies to which the Party is entitled at law or in equity; provided, however, that if such a default occurs which cannot be remedied within ninety (90) calendar days, the other Party shall afford such additional time as may reasonably be required to cure such default if the defaulting Party proceeds with reasonable diligence to cure same.

10.3. Any termination of this Agreement shall have no effect on the continuing obligations of the Parties as provided for in Article 5 of this Agreement, or contained in any deed or other document that may have been executed by the Parties pursuant to this Agreement. In the event of a termination of this Agreement, the Army shall not be required to return any monies already paid to it by the CDA under this Agreement.

## **ARTICLE 11. NOTICES**

11.1. Any notice, request, demand, instruction or other document required or permitted to be given or served under this Agreement shall be in writing and shall be deemed sufficiently served when delivered by hand if a receipt is obtained therefrom, or when actually received if delivered by mail or facsimile, and if delivered by mail shall be mailed registered or certified first class mail, return receipt requested, postage pre-paid, and in all cases shall be addressed as follows:

If to the CDA:           Attn: Gregory Smith, Executive Director  
                                  Columbia Development

Authority Two Marine Drive  
P.O. Box 200  
Boardman, OR 97818

with a copy to: Attn: Jim Doherty  
Chairman, Columbia Development Authority  
P.O. Box 788  
Heppner, OR 97836

with a copy to: Attn: Kim Puzey  
Vice Chairman, Columbia Development Authority  
P.O. Box 879  
Umatilla OR 97882

with a copy to: Attn: Elizabeth Howard  
Schwabe, Williamson & Wyatt, P.C.  
Attorneys at Law  
1211 SW Fifth Ave., Suite 1900  
Portland, OR 97204-3795

If to the Army: Attn: Thomas J. Seymour  
CENWS-RE, U.S. Army Corps of Engineers  
4735 E. Marginal Way South  
Seattle, Washington 98124-3755

with a copy to: Attn: Richard C. Ramsdell  
Chief, BRAC Branch  
Army Environmental Division (DAIN-ISE)  
Office of the Deputy Chief of Staff, G-9  
Taylor Building/NC3, Suite 1400  
2530 Crystal Drive  
Arlington, VA 22202

with a copy to: Attn: COL Joshua Davis  
Chief, Army Environmental Division (DAIN- ISE)  
Office of the Deputy Chief of Staff, G-9  
Department of the Army  
600 Army Pentagon (Suite 5C140)  
Washington, DC 20310

11.2. Either Party may change the address to which any notice, request, demand, instruction or other document required or permitted to be given or served under this Agreement shall be delivered by providing notice of such change in accordance with this provision to the other Party at that Party's last identified address; provided, that such change of address shall not take effect until five (5) calendar days following the date of such notice.

11.3. Whenever under the terms of this Agreement the time for performance falls upon a Saturday, Sunday or holiday observed by the performing Party, such time for performance shall be extended to the next business day. Otherwise, all references herein to "days" shall mean "calendar days."

## **ARTICLE 12. NON-DISCRIMINATION COVENANT**

12.1. The CDA covenants for itself, its successors, and assigns and every successor in interest to the Property, or any part thereof, that the CDA, and such successors and assigns shall not discriminate upon the basis of race, creed, color, religion, sex, disability, age, or national origin in the use, occupancy, sale, or lease of the Property or in their employment practices conducted thereon. This covenant shall not apply, however, to the lease or rental of a room or rooms within a family dwelling unit; nor shall it apply with respect to religion to premises used primarily for religious purposes. The United States of America shall be deemed a beneficiary of this covenant without regard to whether it remains the owner of any land or interest therein in the locality of the Property to be conveyed in accordance with this Agreement and shall have the sole right to enforce this covenant in any court of competent jurisdiction.

12.2. Each Deed shall contain the non-discrimination clause as set forth at 41 C.F.R. § 102-75.360.

## **ARTICLE 13. DISPUTE RESOLUTION**

13.1. Notwithstanding the terms and conditions of CDA's payment obligation as described in Article 3, as a condition precedent to a Party bringing any suit for breach of this Agreement, that Party must first notify the other Party in writing of the nature of the purported breach and seek in good faith to resolve the dispute through negotiation.

13.2. If the Parties cannot resolve the dispute through negotiation, they may agree to a mutually acceptable method of non-binding alternative dispute resolution with a qualified third party acceptable to all Parties. Each of the Parties shall pay an equal

share of any costs for the services provided by such a third party as such costs are incurred.

13.3. The existence of a dispute shall not excuse the Parties from diligent performance of their obligations pursuant to this Agreement.

#### **ARTICLE 14. SEVERABILITY**

If any term, provision, covenant, or condition of this Agreement, or the application thereof to any person or circumstance, is held by a court of competent jurisdiction to be invalid, void, or unenforceable to any extent, the remainder of this Agreement, or the application of such term, provision, covenant, or condition to persons or circumstances other than those as to which it is held invalid, void, or unenforceable, shall not be affected thereby, and shall continue in full force and effect.

#### **ARTICLE 15. ANTI-DEFICIENCY ACT**

The Army's obligation to pay or reimburse any money under this Agreement is subject to the availability of appropriated funds and nothing in this Agreement shall be interpreted to require obligations or payments by the Army in violation of the Anti-Deficiency Act, 31 U.S.C. §§ 1341-42, 1511-19.

#### **ARTICLE 16. AUTHORITY REPRESENTATIONS**

The Parties hereby represent to each other on and as of the Effective Date of this Agreement that they have the full capacity, right, power and authority to execute, deliver, and perform this Agreement and that all required action and approvals necessary therefore have been duly taken and obtained. The Parties further represent that the individuals signing this Agreement and all other documents executed or to be executed pursuant hereto on behalf of the Parties shall be duly authorized to sign the same on their behalf and to bind the Parties thereto.

The representations and warranties set forth by each Party in this Article 16 shall survive each Closing and shall not merge with the Deeds.

#### **ARTICLE 17. PROTECTION OF HISTORIC and CULTURAL PROPERTY**

The Army, the Oregon State Historic Preservation Office, and the Advisory Council on Historic Preservation entered into a programmatic agreement in December 2013,

pursuant to review and consultation under Section 106 of the National Historic Preservation Act (NHPA) of 1966, 16 U.S.C. § 470f, and its implementing regulations, 36 C.F.R. Part 800, to govern the protection of historic and cultural properties at the Installation. Those parties subsequently determined that the programmatic agreement required an amendment pursuant to further consultation and surveys. See **Exhibit F – Amendment to the Programmatic Agreement**, which describes the stipulations and measures, the signatories thereto, including the Army, CDA and CTUIR who have, along with the SHPO and ACHP, collectively agreed on a comprehensive mitigation package to avoid, minimize or mitigate potential adverse effects. In addition, the Agreement between CDA and CTUIR to transfer and manage certain portions of the Property for conservation purposes will facilitate protection of the Property’s historic and cultural resources, subject to and in accordance with applicable local, state and federal laws (including, without limitation, Morrow or Umatilla County zoning codes, as applicable) and the Amendment to the Programmatic Agreement. See **Exhibit K**.

#### **ARTICLE 18. “AS IS” CONDITION**

18.1. The CDA acknowledges that it has inspected, or has had the opportunity to inspect, the Property and accepts the condition and state of repair of the Property. The CDA understands and agrees that the Property shall be conveyed “as is” without any representation, warranty, or guaranty by the Army as to quantity, quality, title, character, condition, size, or kind, or that the same is in a suitable condition or fit to be used for the purposes intended by the CDA, and no claim for allowance or deduction upon such grounds shall be considered.

18.2. No warranties, either express or implied, are given with regard to the condition of the Property including, without limitation, whether the Property does or does not contain asbestos, lead-based paint, mold, pesticides, or radon. The CDA shall be deemed to have relied solely on its own judgment in assessing the condition of the Property including, without limitation, any asbestos, lead-based paint, mold, pesticides, radon, or other conditions. Any failure of the CDA to inspect or exercise due diligence to be fully informed as to the condition of the Property, shall not constitute grounds for any claim or demand against the Army.

18.3. The description of the Property and any other information provided herein with respect to the Property is based on the best information available to the Army and is believed to be correct, but an error or omission including, but not limited to, an omission of any information available to the Army shall not constitute grounds or reason for nonperformance of this Agreement or any claim by the CDA against the Army including, without limitation, any claim for allowance, refund, or deduction from the consideration to be paid to the Army.

18.4. Nothing in this Article 18 shall be construed to modify or negate any obligation of the Army under sections 120(h)(3)(A)(ii) and (B) or section 120(h)(4)(D)(ii) of CERCLA or any other applicable statutory obligations of the Army.

#### **ARTICLE 19. MERGER**

This Agreement contains the entire agreement between the Parties regarding the conveyance of the Property by the Army to the CDA and any agreement or amendment hereafter made shall not operate to change, modify, or discharge this Agreement, in whole or in part, unless that agreement or amendment is in writing and signed by the Party sought to be charged with it. All prior negotiations and any letters of intent are merged in this Agreement. There are no promises, agreements, conditions, undertakings, warranties, or representations, oral or written, expressed or implied, between the Parties, other than as set forth in this Agreement.

#### **ARTICLE 20. AMENDMENT**

This Agreement may not be amended or otherwise modified, unless by mutual, written consent and executed by the Parties hereto.

#### **ARTICLE 21. WAIVER**

No delay or omission by any Party to this Agreement in any one or more instances to exercise any right or power occurring upon any noncompliance or default by any other Party with respect to any of the terms or conditions of this Agreement, shall impair any such right or power or be construed to be a waiver or relinquishment thereof.

#### **ARTICLE 22. COVENANT AGAINST CONTINGENT FEES**

The CDA warrants that no person or selling agency has been employed or retained to solicit or secure this Agreement upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies retained by the CDA for the purpose of securing business. For breach or violation of this warranty, the Army shall have the right to annul this Agreement without liability or, in its discretion, to require the CDA to pay the full amount of such commission, percentage, brokerage, or contingent fee.

## **ARTICLE 23. OFFICIALS NOT TO BENEFIT**

No member or delegate to Congress or Resident Commissioner shall be admitted to any share or part of this Agreement or to any benefit to arise there from. Nothing herein contained, however, shall be construed to extend to any incorporated company, if this Agreement is for the general benefit of such corporation or company.

## **ARTICLE 24. NO PARTNERSHIP OR JOINT VENTURE**

Nothing contained in this Agreement shall make or shall be construed to make the Parties hereto joint venture partners with each other, it being understood and agreed that the only relationship between the Army and the CDA hereunder is that of seller and buyer or lessor and lessee. Nor shall anything in this Agreement render or be construed to render any Party hereto liable to any third party for debts or obligations of the other Party.

## **ARTICLE 25. HEADINGS**

The brief headings or titles preceding each Article herein are merely for purposes of identification, convenience, and ease of reference and shall be completely disregarded in the construction of this Agreement.

## **ARTICLE 26. ASSIGNMENT**

The CDA shall not transfer or assign its rights, interests, or obligations under this Agreement without the prior written consent of the Army, which shall not be unreasonably withheld, conditioned or delayed. The covenants, agreements, rights, and responsibilities contained in this Agreement inure to the benefit of and are binding upon the Parties hereto, their successors, and assigns. Nothing in this Agreement otherwise shall be construed as creating any rights of enforcement against any person or entity that is not a Party hereto, nor any rights, interest, or third party beneficiary status for any entity or person other than the Parties hereto.

## **ARTICLE 27. COUNTERPARTS**

The Agreement is executed in two (2) counterparts, each of which is deemed an original of equal dignity with the other and which is deemed one and the same instrument as the other.

**ARTICLE 28. GOVERNING LAW**

Notwithstanding the place where this Agreement may be executed by either of the Parties, the Parties hereby agree that this Agreement and the relationship between the Parties shall be construed in accordance with and governed by Federal law; otherwise the law of the State of Oregon, shall govern.

**ARTICLE 29. RESERVATION OF RIGHTS, JURISDICTION, AND VENUE**

The Parties reserve unto themselves all rights and remedies to which each is entitled at law or in equity. This Agreement shall be enforceable in accordance with applicable laws and regulations in any Federal court of competent jurisdiction.

**ARTICLE 30. SURVIVAL**

Those provisions, obligations, and covenants of this Agreement which, by their express terms or by their operation, are intended to survive the Army's conveyance of the Property or termination of this Agreement, shall survive such conveyance of the Property or termination of this Agreement. Such provisions include, but are not limited to, Articles 3, 5 and 15.

[SIGNATURES ON THE FOLLOWING PAGE]

**IN WITNESS WHEREOF**, the Parties hereto have executed this Agreement.

**DEPARTMENT OF THE ARMY**

Date: \_\_\_\_\_ By: \_\_\_\_\_

Carla K. Coulson  
Deputy Assistant Secretary of the Army  
(Installations, Housing and Partnerships)

**THE COLUMBIA DEVELOPMENT AUTHORITY**

Date: \_\_\_\_\_ By: \_\_\_\_\_

Gregory V. Smith, Executive Director

June 29, 2022 – CDA “Final” Draft (~~Except RR Easements TBD~~)

Commented [WCHCUHO(1): Army minor edits – as we understand it, the RR easement issue has been settled. Subject to edits below, Army concurs with this final draft.

**AGREEMENT  
BETWEEN  
UNITED STATES DEPARTMENT OF THE ARMY  
AND  
THE COLUMBIA DEVELOPMENT AUTHORITY  
FOR  
THE ECONOMIC DEVELOPMENT CONVEYANCE  
OF  
A PORTION OF THE FORMER UMATILLA CHEMICAL DEPOT  
HERMISTON, OREGON**

DRAFT UNREVIEWED

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**LIST OF EXHIBITS**

- Exhibit A Legal Descriptions of Parcel 1 and Parcel 2
- Exhibit A-1 Map of Parcel 1 and 2
- Exhibit B Form of Deed for Parcel 1 and Parcel 2
- Exhibit C Description of Existing Easements
- Exhibit D Description of Army Reserved Easements
- Exhibit E Memorandum of Agreement between Oregon Military Department and Columbia Development Authority (Water Rights)
- Exhibit F Amended Historic Preservation Programmatic Agreement
- Exhibit G List of Permits
- Exhibit H Annual Financial Statements Format
- Exhibit I Army-CDA Interim Lease
- Exhibit J Easement and Equitable Servitude
- Exhibit K Memorandum of Agreement between Columbia Development Authority and Confederated Tribes of the Umatilla Indian Reservation (Wildlife Habitat)

**THIS AGREEMENT** (“Agreement”) is made and entered into by and between the **Department of the Army** (“Army”), **acting by and through the Deputy Assistant Secretary of the Army (Installations, Housing and Partnerships)**, and the **Columbia Development Authority**, organized and existing as provided by the terms and provisions of an intergovernmental agreement dated May 15, 1995, as amended and restated, between the County of Morrow and the County of Umatilla, both political subdivisions of the State of Oregon, the Port of Morrow and the Port of Umatilla, both port districts and municipal corporations of the State of Oregon, and the Confederated Tribes of the Umatilla Indian Reservation, a federally recognized Indian Tribe, whose mailing address is P.O. Box 200, Boardman, Oregon 97818, in its capacity as the designated Local Redevelopment Authority (hereinafter referred to as the “CDA”) (individually each a “Party” and collectively the “Parties”) as of the date of the last signature of a Party affixed hereto (“Effective Date”).

**RECITALS:**

**WHEREAS**, the United States of America is the owner of certain real property, improvements, and related personal property, located in Umatilla County and Morrow County, Oregon and commonly referred to as the former Umatilla Chemical Depot or UMCD (“Installation”); and

**WHEREAS**, at the time it enacted section 2846 of Public Law 108-375 (National Defense Authorization Act for Fiscal Year 2005), Congress determined that parcels of real property within the boundaries of the Installation that were previously withdrawn from the public domain were no longer suitable for return to the public domain and should remain under the administrative jurisdiction of the Secretary of the Army; and

**WHEREAS**, by enactment of section 2846 of Public Law 108-375 (National Defense Authorization Act for Fiscal Year 2005), Congress further required that the Secretary combine the real property within the boundaries of the Installation with other real property comprising the Umatilla Chemical Depot for purposes of their management and disposal pursuant to title II of the Defense Authorization Amendments and Base Closure and Realignment Act of 1988 (Public Law 100–526; 10 U.S.C. 2687 note) and other applicable law; and

**WHEREAS**, the Installation was closed on July 17, 2012 pursuant to and in accordance with the Defense Base Closure and Realignment Act of 1990 (part A of title XXIX of Pub. L. No. 101-510; 10 U.S.C. § 2687 note), as amended, and section 2703 of the National Defense Authorization Act for Fiscal Year 2012 (Public Law 112-81)

(collectively, "Act"); and

**WHEREAS**, the Umatilla Army Depot Reuse Authority (UMADRA) was initially organized as a planning LRA in the late 1980's by appointment of the Oregon Governor in anticipation of base closure, was later legally established as an Oregon Section 190 intergovernmental entity in 1995 under Oregon Law ORS 190.003 to ORS 190.085 and ORS 190.110, which was re-named the Columbia Development Authority through a restated and amended intergovernmental agreement in 2014; and

**WHEREAS**, the final Redevelopment Plan developed by the UMADRA dated August 6, 2010, with supplemental information dated August 16, 2010, was approved by the Department of Housing and Urban Development (HUD) on October 27, 2010 and is in compliance with the requirements of the Act and implementing regulations at 24 C.F.R. Part 586; and

**WHEREAS**, the Director of the Office of Economic Adjustment, on behalf of the Secretary of Defense, issued a letter dated September 17, 2014 recognizing the newly reorganized Columbia Development Authority (CDA) as the implementation local redevelopment authority for the purpose of executing the Redevelopment Plan for a 9,539.44 acre portion of the installation in accordance with the Act and implementing regulations at 32 C.F.R. § 174.9; and

**WHEREAS**, the CDA Board of Directors submitted its final EDC application dated February 20, 2015 for the economic development conveyance ("EDC") of the Property as herein defined, including related personal property, and;

**WHEREAS**, the CDA and Confederated Tribes of the Umatilla Indian Reservation (CTUIR) executed an Agreement on July 31, 2019 (**Exhibit K**) to transfer and manage certain respective portions of the area designated in the Redevelopment Plan as the "Wildlife Refuge" for the purpose of preservation and restoration of the natural shrub-steppe habitat and wildlife habitat resources, in accordance with applicable laws and regulations, including the Umatilla Depot Wildlife Refuge as zoned by Umatilla and Morrow counties; and

**WHEREAS**, the Army approved CDA's EDC application for 9,539.44 acres of the installation, together with certain Related Personal Property, by letter to the CDA dated February 18, 2022.

**NOW, THEREFORE**, in consideration of the mutual promises contained in this Agreement and other good and valuable consideration, the sufficiency of which is

hereby acknowledged, the Parties hereto, intending to be legally bound, agree as follows:

## **ARTICLE 1. DEFINITIONS**

As used in this Agreement, unless the context otherwise requires or unless otherwise expressly provided, the following terms shall have the following meanings:

“Act” shall mean the Defense Base Closure and Realignment Act of 1990 (part A of title XXIX of Pub. L. No. 101-510; 10 U.S.C. § 2687 note), as amended, together with section 2703 of the National Defense Authorization Act for Fiscal Year 2012 (Public Law 112-81).

“Army” shall mean the Department of the Army acting by and through the Deputy Assistant Secretary of the Army (Installations, Housing and Partnerships).

“CERCLA” shall mean the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended (42 U.S.C. § 9601 et seq.).

“Closing” shall mean, with respect to a Parcel, the settlement and conveyance of such Parcel in accordance with the terms and provisions of this Agreement.

“Closing Date” shall mean, with respect to a Parcel, the date on which the Closing occurs for such Parcel.

“Columbia Development Authority” or “CDA” shall mean that entity which in its capacity as the designated local redevelopment authority is authorized to accept the Property from Army under state laws and the Act.

“Economic Development Conveyance” or “EDC” shall mean a conveyance of real and personal property for purposes of job generation as authorized by section 2905(b)(4) of the Act and the implementing regulations at 32 C.F.R. § 174.9.

“Finding of Suitability to Transfer” or “FOST” shall mean the document, including any amendments thereto, required by Army Regulation 200-1 evidencing the Army’s determination that real property is environmentally suitable for transfer by deed under CERCLA §120(h). A FOST must demonstrate that either the property is uncontaminated or that all necessary remediation has been completed or is in place and operating properly and successfully.

“Installation” shall mean the former Umatilla Chemical Depot located in Umatilla County

and Morrow County, OR.

“Parcel” shall mean either Parcel 1 or Parcel 2, individually, as the context may require.

“Parcel 1” shall mean the real property located at the Installation totaling 9,511.37 acres, together with all improvements, structures, appurtenances, utilities, and infrastructure located thereon, including Related Personal Property (as defined below) located thereon, more particularly described in **Exhibit A and Exhibit A-1** attached hereto and made a part hereof.

“Parcel 2” shall mean the real property located at the Installation totaling 28.07 acres, together with all improvements, structures, appurtenances, utilities, and infrastructure located thereon, including Related Personal Property (as defined below) located thereon, more particularly described in **Exhibit A and Exhibit A-1** attached hereto and made a part hereof.

“Property” shall mean collectively, Parcel 1 and Parcel 2.

“Reinvestment Period” shall mean the period beginning on the Closing Date for Parcel 1 and continuing for a period of seven (7) years after the Closing Date for Parcel 2.

“Related Personal Property” shall mean the personal property of the United States of America located on a Parcel to be conveyed to the CDA that is an integral part of, related to, designed for, or specially adapted to the functional use of the Property, the removal of which would significantly diminish the economic value of the Property, or as determined by the Army to be related to the Property.

## **ARTICLE 2. AGREEMENT TO ACQUIRE AND CONVEY**

2.1. The Army agrees to convey the Property to the CDA, and the CDA agrees to accept the said conveyance, pursuant to the terms and conditions of this Agreement.

2.2. The Army shall convey each Parcel to the CDA by one or more deeds without warranty (each, a “**Deed**” and, collectively, the “**Deeds**”) substantially similar in form to that described in “**Exhibit B**”, attached hereto and made a part hereof, in each case following execution of a Finding of Suitability of Transfer (FOST). The Closing for each Parcel, which each may include more than one lawful unit of land, shall occur on a date, place and time that is mutually agreeable to the Parties, but not more than sixty (60) calendar days following a) Army’s delivery of a Deed or Deeds for such Parcel to the CDA, for signature, in acceptable form and substance to CDA; b) confirmation by the CDA that the Army’s conveyance of each Parcel will be of a

lawful unit(s) of land. At Closing the Army shall deliver the applicable Deed or Deeds in final form for execution by the CDA along with any other documents which the Army has agreed to provide [to CDA](#) for the title company to record such Deed(s) and issue a standard coverage owner's policy of title insurance with respect to the applicable Parcel (collectively, the "**Closing Documents**").

2.3. The Army shall convey the Property to the CDA subject to the division of water rights as described in the Memorandum of Agreement between the Oregon Military Department (OMD) and Columbia Development Authority (CDA) executed 25-26 Jul 2016, "**Exhibit E – Memorandum of Agreement Between OMD and CDA.**" The Army will convey the water rights for Wells 4 and 5 together with the Property, subject to reserved Army rights for temporary access and use as specified in paragraph 2.4.ii, below. Water rights allocated to CDA in **Exhibit E** which are associated with wells that are not located on the Property (i.e. wells other than Wells 4 and 5) are subject to approval by Oregon Water Resources Department (OWRD) of a CDA request for a change in point of appropriation for new or additional wells and/or for a change in place of use to be located on the Property.

2.4. The Conveyance of the Property to the CDA shall be subject to the following:

- i. All valid and existing easements and rights-of-ways including, but not limited to rights-of-ways for railroads, highways, pipelines, and public utilities, if any, whether of public record or not, including but not limited to, easements for utility purposes as described in "**Exhibit C – Description of Existing Easements.**"
- ii. Perpetual and assignable non-exclusive easements and temporary and assignable rights-of-ways to be retained by the Army for a period of up to seven (7) years for continued access to existing roads, [rail](#), potable water, waste water, storm water infrastructure, and other utilities as more particularly described in "**Exhibit D – Description of Army Reserved Easements.**" These easements will [in part](#) support Army National Guard activities on adjacent land.
- iii. Mineral interests retained by the U.S. Department of the Interior, Bureau of Land Management, as further defined within the legal descriptions set forth at **Exhibit A.**

2.5. The Army agrees to cooperate with the CDA in its efforts to obtain governmental permits and approvals related to, and necessary for, the Army's

conveyance of the Property as described in “Exhibit G – List of Permits”, but shall not be required to expend any funds to effect such transfers. All costs and expenses associated with obtaining such permits and approvals shall be the sole responsibility of the CDA.

### ARTICLE 3. CONSIDERATION AND PAYMENT TERMS

3.1. For and in consideration of the economic development conveyance of the Property to the CDA, the CDA agrees to pay the Army **one million one hundred thousand dollars (\$1,100,000.00)** (the “Consideration”), in total, for the Property in accordance with the terms and provisions of Section 4.2.

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3.2. Security Provision: On or before the date of Closing for Parcel 1, the CDA shall execute a promissory note evidencing its obligation to pay its remaining balance of \$1,000,000.00 to the Army according to the schedule set forth in Section 4.2. The executed promissory note shall be backed by a letter of credit acceptable to the Army as security for such obligation and subject to the following conditions:

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- (1) As a condition precedent to the Closing of the conveyance transaction, the CDA shall present to the Army, executed a letter of credit in amount of \$1,000,000 evidenced by the promissory note issued by an investment grade entity to serve as security for the payment of all such future payments under the promissory note.
- (2) The Letter of Credit shall support CDA payment obligation in the amount of \$1,000,000.00 due and payable according to the schedule set forth in Section 4.2.
- (3) The letter of credit shall be documented in accordance with commercially reasonable provisions that are acceptable to the Army.

3.1.

3-2-3.3. As part of the consideration for the Property, the CDA shall prepare, or cause to be prepared, at its sole expense, such surveys, boundary markers, partitions, boundary line adjustments, and legal descriptions of the Property as may be required for the Army to convey the Property and meet all requirements for deed recordation in the county land records and conveyance of a “lawfully established unit of land” as defined by ORS 92.101(3)(a).

3-3-3.4. Payment made to the Army shall be made by wire or electronic funds transfer or cashier’s check in accordance with instructions to be provided by the Army, provided that such instructions shall comply with all requirements of the Escrow Agent (defined below).

~~3-4-3.5.~~ The CDA shall be responsible for any costs associated with legally binding agreements for homeless assistance purposes or other costs related to redevelopment of the Property. These costs do not affect payments due to the Army as described in Section 3.1, above.

**ARTICLE 4. SETTLEMENT, CLOSING COSTS, AND RECORDATION**

4.1. The Parties shall agree upon a date, time and place for each Closing, which in each case shall be no more than sixty (60) calendar days following (a) Army's delivery of a Deed(s) for the applicable Parcel to CDA for signature, which Deed(s) shall be in a form and substance acceptable to CDA, and (b) CDA's determination that the Army's conveyance will be of a lawful unit(s) of land. At CDA's election and at CDA's sole cost and expense, the Closing shall occur via an escrow established with CDA's title company (the "Escrow"; such title company is referred to herein as the "Escrow Agent"). The Army shall have the right to approve the escrow instructions, provided, however, that such approval shall not be unreasonably withheld, conditioned or delayed.

4.2. The consideration specified in paragraph 3.1 shall be paid ~~in full, \$100,000~~ at Closing for Parcel 1. CDA shall remit cash payment totaling \$1,000,000 to the Army, within 12 months following the Closing of Parcel 1. On the applicable Closing Date, following execution of the applicable Deed by the CDA, and CDA's deposit of the Consideration into Escrow for disbursement to the Army upon Closing for Parcel 1, the Army shall then execute, acknowledge and deliver to Escrow Agent the executed and acknowledged Deed for the EDC of the applicable Parcel and any other Closing Documents. The CDA shall accept delivery of said Deed and other Closing Documents, and shall thereafter direct the Escrow Agent to disburse the Consideration to the Army for Parcel 1 Closing.

4.3. The CDA shall instruct the Escrow Agent to record (or cause to be recorded) each Deed and any related affidavits required by Oregon law in the county or counties in which the property therein is located, at its sole expense within fourteen (14) calendar days of the applicable Closing Date. The CDA shall provide a copy of the recorded Deeds and affidavits to the Army at no cost to the Army. The Parties intend that the obligations of this paragraph shall survive Closing.

4.4. The CDA shall be responsible for procuring any title insurance it may require for the Property at its sole expense. The Army shall cooperate with the CDA or its authorized agent in the effort CDA may undertake to determine the status of title to the Property and Army shall permit the examination of any documents in the Army's

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possession relating to title to the Property, and shall execute any customary affidavits, assurances, or other documents required by the Escrow Agent in order to issue an owner's policy of title insurance to CDA at Closing, in each case in a form ~~reasonably~~ acceptable to the Army.

4.5. The CDA shall be solely responsible for real estate transfer taxes, recording fees, and escrow fees, if any, associated with the conveyance of the Property or portions thereof to the CDA. Any costs incurred by the Army for work performed (whether directly by the Army or by contract with a third party on the Army's behalf) in conjunction with the conveyance of the Property shall be borne by the Army.

4.6. The delivery at Closing by the Army of the executed and acknowledged Deeds and Closing Documents conveying the Property to the CDA, shall be deemed full performance by the Army of its obligations hereunder with respect to the Property conveyed thereby, except for any continuing obligations of the Army provided for in the said Deeds, under section 120(h) of CERCLA, as amended, or any other applicable statutory obligations of the Army.

#### **ARTICLE 5. REINVESTMENT REQUIREMENTS**

5.1. In accordance with the Act, the CDA agrees that all proceeds from the sale, lease, or equivalent use of the Property, or any portion thereof, received by CDA during the Reinvestment Period, except proceeds that are used to pay consideration to the Army under Article 3, shall be reinvested to support the economic redevelopment of, or related to, the Property conveyed to the CDA under the EDC. The use of such proceeds to pay for or offset the costs of public investment on, or related to, the Property for the following purposes shall be considered a use to support the economic redevelopment of, or related to, the Property:

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- a. Road construction;
- b. Transportation management facilities;
- c. Storm and sanitary sewer construction;
- d. Police and fire protection facilities and other public facilities;
- e. Utility construction;
- f. Building rehabilitation;
- g. Historic property preservation;
- h. Pollution prevention equipment or facilities;
- i. Demolition;
- j. Disposal of hazardous materials and hazardous waste generated by demolition;
- k. Landscaping, grading, and other site or public improvements;

I.

1. Planning for or the marketing of the redevelopment and reuse of the Installation;

5.2. Other expenditures that are directly related to those listed in Section 5.01, above, may also be considered allowable uses of the proceeds. In order for such an expenditure to be considered an allowable use of the proceeds, it must be directly related to one or more of those listed in Section 5.01, above, and directly benefit the CDA's economic redevelopment and long-term job generation efforts for the Property. In any dispute on this issue, the CDA shall bear the burden of proof. At any time, the CDA may request the opinion of the Army as to whether a proposed expenditure would constitute an allowable use of the proceeds and the Army shall provide such written opinion within ninety (90) days of receipt of any such written request from the CDA.

5.3. Within one-hundred and twenty (120) calendar days of the end of the CDA's fiscal year in which the Closing for Parcel 1 occurs, and for each calendar year thereafter through the calendar year in which the Reinvestment Period ends, the CDA shall submit annual financial statements to the Army, certified by an independent certified public accountant ("CPA"), that account for all proceeds received by the CDA from the sale, lease, or equivalent use of the Property and the reinvestment of such proceeds during that calendar year of the Reinvestment Period. The CPA's audit report shall express an opinion on the financial position of the CDA, the results of its operations, and whether the financial statements are presented fairly in all material respects, in conformity with generally accepted accounting principles.

5.4. The annual financial statements required in Section 5.04, above, shall include therein or as supplemental statements a breakdown of gross and net revenues and expenditures of all proceeds from the sale, lease, or equivalent use of the Property. Expenditures shall be divided into the twelve (12) categories of investment specified in Section 5.01, above. In addition, the CDA shall include in the notes to the financial statements, or through supplemental schedules, explanations of the sources of revenues and expenditures, and the terms of any financing, including bonds or other debt instruments, used to finance the purchase of the Property and/or its future plans for redeveloping the Property.

5.5. The annual financial statements required by this Article shall be provided to the Army in the format specified in "**Exhibit H – Annual Financial Statement Format**", attached hereto and made a part hereof. At any time during the Army's review of the financial statements, the CDA shall provide the Army with any additional information related to receipts and expenditures which may be reasonably required by the Army to assist it in its review. Any such request by Army shall be made to the CDA in writing. The CDA shall have no more than ninety (90) calendar days from the date of receipt of

any such request to respond. The Army shall have the right to perform annual audits of the records and accounts of the CDA in order to ensure compliance with this Article.

5.6. Within one-hundred and eighty (180) calendar days following the Army's receipt of the CDA's financial statements, the Army shall notify the CDA of any objections it may have to the CDA's use of any portion of the proceeds, specifying the amount at issue and detailing the Army's objection to its use. The CDA will have ninety (90) calendar days from receipt of any such objections to provide additional information and/or responses to Army in writing. The Army shall then have ninety (90) calendar days from receipt of such additional information and/or responses to issue the Army's determination on the issue, which shall be provided to the CDA in writing and shall be subject to the dispute resolution process provided in Article 13 hereof.

5.7. Pursuant to the Act, the CDA understands and agrees that any proceeds held or controlled by the CDA at the end of the CDA's fiscal year within which the Reinvestment Period expires, which have not been expended or obligated for one of the twelve (12) categories of allowable investment specified in Section 5.01, above, or as otherwise determined allowable by the Army in accordance with Section 5.02, above, shall be remitted to the Army within 60 calendar days following the end of the CDA's fiscal year.

## **ARTICLE 6. INTEREST, PENALTIES AND ADMINISTRATIVE COSTS**

6.1. All amounts owed to the Army under this Agreement must be paid by the date due in order to avoid the imposition of interest, penalties, and administrative charges under the Debt Collection Act of 1982 (31 U.S.C. § 3717) and implementing regulations at 31 C.F.R. § 901.9.

6.2. The Army shall impose an interest charge at the "Current Value of Funds Rate" published by the U.S. Department of the Treasury on any amount owed to the Army hereunder that is delinquent. Interest shall accrue from the date of delinquency until the amount is paid in full. The Army shall waive interest charges on any portion of the delinquent amount if paid within thirty (30) days of the date of delinquency. The Army shall not charge interest on penalties or administrative costs.

6.3. The Army shall impose an administrative charge to cover the costs of collecting any amount due hereunder that is delinquent. The Army shall calculate administrative charges as the actual costs incurred for the delinquent amount. The Army shall waive the collection of administrative costs on any portion of the delinquent amount if paid within thirty (30) days of the date of delinquency.

6.4. The Army shall impose a penalty charge of six percent (6%) per annum of any amount due hereunder (principal plus interest and administrative charges) that is more than ninety (90) days delinquent. The said penalty shall accrue from the date of delinquency and shall continue to accrue until the amount is paid in full.

6.5. All partial payments received by the Army shall be applied first to any contingency fees added to the debt, second to outstanding penalties, third to administrative charges other than contingency fees, fourth to interest, and last to principal. For purposes of this paragraph, "contingency fees" are administrative costs resulting from fees paid by the Army to other Federal agencies or to private collection contractors for collection services rendered when the fees are paid from the amounts collected from the CDA.

#### **ARTICLE 7. MAINTENANCE AND UTILITY SYSTEMS**

7.1. The Army shall maintain and repair the Property in accordance with the provisions of 32 C.F.R. § 174.14 at its sole expense, subject to the availability of funds, until such time as the Property is conveyed to CDA, subject to CDA responsibility for protection and maintenance of portions of the Property currently leased to CDA by Department of the Army, Lease No. DACA67-1-20-40 (see "**Exhibit I – Army-CDA Interim Lease**").

7.2. The Army shall convey all right, title and interest of the United States of America in and to all utility systems located on the Property to the CDA with the land, including electrical, optical fiber, natural gas, potable water, industrial and sanitary sewers, treatment plants, and storm water systems, on the Closing Date as described in "**Exhibit B**". The CDA shall be solely responsible for the cost of all utility services on the Property as of the date of Closing except that Army shall remain responsible for utility costs associated with its continued operation and maintenance of the Pump & Treat system as described and identified in the *U.S. Army Base Realignment and Closure 2005, Environmental Condition of Property Report Update, Umatilla Chemical Depot dated December 02, 2021*, subject to the availability of appropriated funds for such purposes.

7.3. The Army shall reserve to the United States certain assignable easements for the purpose of allowing Army, or its assignee, continued access to and use of portions of the Property conveyed to CDA, as set forth in "**Exhibit D – Description of Army Reserved Easements.**"

## ARTICLE 8. RISK OF LOSS

8.1. The Army shall take reasonable measures to ensure that the Property is protected in accordance with applicable Federal regulations prior to conveyance to the CDA.

8.2. The Army shall have no obligation to repair, replace, demolish, or remove any portion of the Property damaged or destroyed prior to conveyance to the CDA hereunder.

8.3. The Parties hereby agree that any damage or destruction of a portion of the Property shall not otherwise affect the Parties' rights and responsibilities with regard to the remaining portions of the Property under this Agreement.

## ARTICLE 9. ENVIRONMENTAL PROVISIONS

9.1. The Army assessed, determined, and documented the environmental condition of the Property in the *U.S. Army Base Realignment and Closure 2005, Environmental Condition of Property Report Update, Umatilla Chemical Depot*, dated June 2010, *ECP Update dated December 01, 2021*. The CDA hereby acknowledges that it has received and reviewed said report and the said updates thereto.

9.2. The CDA hereby acknowledges that it has received and reviewed the Final *Environmental Assessment (EA) for Closure, Disposal and Reuse of the Umatilla Chemical Depot*, and *Finding of No Significant Impact (FONSI)*, dated August 2016 and November 2021 respectively, and represents to the Army that the CDA's intended use of the Property is consistent with the uses analyzed in the said EA.

9.3. The Army will execute a Finding of Suitability to Transfer (FOST) prior to Closing on the respective Parcel for the Property. At Closing, the CDA will acknowledge that it has received and reviewed the FOST for the respective Parcel.

9.4 The Deeds shall contain such notices, covenants, restrictions, warranties and reservations of access, pursuant to CERCLA and other applicable laws, regulations and policies as the Army determines are required for the protection of human health and the environment, in addition to those described in Article 2. The other closing documents will include but may not be limited to an **Easement and Equitable Servitude** substantially in the form of **Exhibit J**, to be executed by the Army and the Oregon DEQ.

## ARTICLE 10. DEFAULT AND TERMINATION

10.1. Subject to Section 10.02, the Army may, in its sole discretion, terminate this Agreement if:

- a. The CDA fails to maintain its status as the local redevelopment authority approved by the Department of Defense, Office of Local Defense Community Cooperation; or
- b. The CDA breaches its closing obligations set forth in Article 2, 3 and 4 above.

10.2. In the event a Party hereto fails to observe or perform any of its obligations under this Agreement, other than the obligation of the CDA to make timely payment to the Army as set forth in Section 3.01, above, after having been provided written notice of such failure and failing to cure the default within ninety (90) calendar days of the date of receipt of such notice, the other Party shall be entitled to terminate this Agreement and, notwithstanding such termination, exercise any and all of the remedies for breach which are provided for herein as well as any other remedies to which the Party is entitled at law or in equity; provided, however, that if such a default occurs which cannot be remedied within ninety (90) calendar days, the other Party shall afford such additional time as may reasonably be required to cure such default if the defaulting Party proceeds with reasonable diligence to cure same.

10.3. Any termination of this Agreement shall have no effect on the continuing obligations of the Parties as provided for in Article 5 of this Agreement, or contained in any deed or other document that may have been executed by the Parties pursuant to this Agreement. In the event of a termination of this Agreement, the Army shall not be required to return any monies already paid to it by the CDA under this Agreement.

## ARTICLE 11. NOTICES

11.1. Any notice, request, demand, instruction or other document required or permitted to be given or served under this Agreement shall be in writing and shall be deemed sufficiently served when delivered by hand if a receipt is obtained therefrom, or when actually received if delivered by mail or facsimile, and if delivered by mail shall be mailed registered or certified first class mail, return receipt requested, postage pre-paid, and in all cases shall be addressed as follows:

If to the CDA:           Attn: Gregory Smith, Executive Director  
                                  Columbia Development

Authority Two Marine Drive  
P.O. Box 200  
Boardman, OR 97818

with a copy to: Attn: Jim Doherty  
Chairman, Columbia Development Authority  
P.O. Box 788  
Heppner, OR 97836

with a copy to: Attn: Kim Puzey  
Vice Chairman, Columbia Development Authority  
P.O. Box 879  
Umatilla OR 97882

with a copy to: Attn: Elizabeth Howard  
Schwabe, Williamson & Wyatt, P.C.  
Attorneys at Law  
1211 SW Fifth Ave., Suite 1900  
Portland, OR 97204-3795

If to the Army: Attn: Thomas J. Seymour  
CENWS-RE, U.S. Army Corps of Engineers  
4735 E. Marginal Way South  
Seattle, Washington 98124-3755

with a copy to: Attn: Richard C. Ramsdell  
Chief, BRAC Branch  
Army Environmental Division (DAIN-ISE)  
Office of the Deputy Chief of Staff, G-9  
Taylor Building/NC3, Suite 1400  
2530 Crystal Drive  
Arlington, VA 22202

with a copy to: Attn: COL Joshua Davis  
Chief, Army Environmental Division (DAIN- ISE)  
Office of the Deputy Chief of Staff, G-9  
Department of the Army  
600 Army Pentagon (Suite 5C140)  
Washington, DC 20310

11.2. Either Party may change the address to which any notice, request, demand, instruction or other document required or permitted to be given or served under this Agreement shall be delivered by providing notice of such change in accordance with this provision to the other Party at that Party's last identified address; provided, that such change of address shall not take effect until five (5) calendar days following the date of such notice.

11.3. Whenever under the terms of this Agreement the time for performance falls upon a Saturday, Sunday or holiday observed by the performing Party, such time for performance shall be extended to the next business day. Otherwise, all references herein to "days" shall mean "calendar days."

#### **ARTICLE 12. NON-DISCRIMINATION COVENANT**

12.1. The CDA covenants for itself, its successors, and assigns and every successor in interest to the Property, or any part thereof, that the CDA, and such successors and assigns shall not discriminate upon the basis of race, creed, color, religion, sex, disability, age, or national origin in the use, occupancy, sale, or lease of the Property or in their employment practices conducted thereon. This covenant shall not apply, however, to the lease or rental of a room or rooms within a family dwelling unit; nor shall it apply with respect to religion to premises used primarily for religious purposes. The United States of America shall be deemed a beneficiary of this covenant without regard to whether it remains the owner of any land or interest therein in the locality of the Property to be conveyed in accordance with this Agreement and shall have the sole right to enforce this covenant in any court of competent jurisdiction.

12.2. Each Deed shall contain the non-discrimination clause as set forth at 41 C.F.R. § 102-75.360.

#### **ARTICLE 13. DISPUTE RESOLUTION**

13.1. Notwithstanding the terms and conditions of CDA's payment obligation as described in Article 3, as a condition precedent to a Party bringing any suit for breach of this Agreement, that Party must first notify the other Party in writing of the nature of the purported breach and seek in good faith to resolve the dispute through negotiation.

13.2. If the Parties cannot resolve the dispute through negotiation, they may agree to a mutually acceptable method of non-binding alternative dispute resolution with a qualified third party acceptable to all Parties. Each of the Parties shall pay an equal

share of any costs for the services provided by such a third party as such costs are incurred.

13.3. The existence of a dispute shall not excuse the Parties from diligent performance of their obligations pursuant to this Agreement.

#### **ARTICLE 14. SEVERABILITY**

If any term, provision, covenant, or condition of this Agreement, or the application thereof to any person or circumstance, is held by a court of competent jurisdiction to be invalid, void, or unenforceable to any extent, the remainder of this Agreement, or the application of such term, provision, covenant, or condition to persons or circumstances other than those as to which it is held invalid, void, or unenforceable, shall not be affected thereby, and shall continue in full force and effect.

#### **ARTICLE 15. ANTI-DEFICIENCY ACT**

The Army's obligation to pay or reimburse any money under this Agreement is subject to the availability of appropriated funds and nothing in this Agreement shall be interpreted to require obligations or payments by the Army in violation of the Anti-Deficiency Act, 31 U.S.C. §§ 1341-42, 1511-19.

#### **ARTICLE 16. AUTHORITY REPRESENTATIONS**

The Parties hereby represent to each other on and as of the Effective Date of this Agreement that they have the full capacity, right, power and authority to execute, deliver, and perform this Agreement and that all required action and approvals necessary therefore have been duly taken and obtained. The Parties further represent that the individuals signing this Agreement and all other documents executed or to be executed pursuant hereto on behalf of the Parties shall be duly authorized to sign the same on their behalf and to bind the Parties thereto.

The representations and warranties set forth by each Party in this Article 16 shall survive each Closing and shall not merge with the Deeds.

#### **ARTICLE 17. PROTECTION OF HISTORIC and CULTURAL PROPERTY**

The Army, the Oregon State Historic Preservation Office, and the Advisory Council on Historic Preservation entered into a programmatic agreement in December 2013,

pursuant to review and consultation under Section 106 of the National Historic Preservation Act (NHPA) of 1966, 16 U.S.C. § 470f, and its implementing regulations, 36 C.F.R. Part 800, to govern the protection of historic and cultural properties at the Installation. Those parties subsequently determined that the programmatic agreement required an amendment pursuant to further consultation and surveys. See **Exhibit F – Amendment to the Programmatic Agreement**, which describes the stipulations and measures, the signatories thereto, including the Army, CDA and CTUIR who have, along with the SHPO and ACHP, collectively agreed on a comprehensive mitigation package to avoid, minimize or mitigate potential adverse effects. In addition, the Agreement between CDA and CTUIR to transfer and manage certain portions of the Property for conservation purposes will facilitate protection of the Property’s historic and cultural resources, subject to and in accordance with applicable local, state and federal laws (including, without limitation, Morrow or Umatilla County zoning codes, as applicable) and the Amendment to the Programmatic Agreement. See **Exhibit K**.

#### **ARTICLE 18. “AS IS” CONDITION**

18.1. The CDA acknowledges that it has inspected, or has had the opportunity to inspect, the Property and accepts the condition and state of repair of the Property. The CDA understands and agrees that the Property shall be conveyed “as is” without any representation, warranty, or guaranty by the Army as to quantity, quality, title, character, condition, size, or kind, or that the same is in a suitable condition or fit to be used for the purposes intended by the CDA, and no claim for allowance or deduction upon such grounds shall be considered.

18.2. No warranties, either express or implied, are given with regard to the condition of the Property including, without limitation, whether the Property does or does not contain asbestos, lead-based paint, mold, pesticides, or radon. The CDA shall be deemed to have relied solely on its own judgment in assessing the condition of the Property including, without limitation, any asbestos, lead-based paint, mold, pesticides, radon, or other conditions. Any failure of the CDA to inspect or exercise due diligence to be fully informed as to the condition of the Property, shall not constitute grounds for any claim or demand against the Army.

18.3. The description of the Property and any other information provided herein with respect to the Property is based on the best information available to the Army and is believed to be correct, but an error or omission including, but not limited to, an omission of any information available to the Army shall not constitute grounds or reason for nonperformance of this Agreement or any claim by the CDA against the Army including, without limitation, any claim for allowance, refund, or deduction from the consideration to be paid to the Army.

18.4. Nothing in this Article 18 shall be construed to modify or negate any obligation of the Army under sections 120(h)(3)(A)(ii) and (B) or section 120(h)(4)(D)(ii) of CERCLA or any other applicable statutory obligations of the Army.

#### **ARTICLE 19. MERGER**

This Agreement contains the entire agreement between the Parties regarding the conveyance of the Property by the Army to the CDA and any agreement or amendment hereafter made shall not operate to change, modify, or discharge this Agreement, in whole or in part, unless that agreement or amendment is in writing and signed by the Party sought to be charged with it. All prior negotiations and any letters of intent are merged in this Agreement. There are no promises, agreements, conditions, undertakings, warranties, or representations, oral or written, expressed or implied, between the Parties, other than as set forth in this Agreement.

#### **ARTICLE 20. AMENDMENT**

This Agreement may not be amended or otherwise modified, unless by mutual, written consent and executed by the Parties hereto.

#### **ARTICLE 21. WAIVER**

No delay or omission by any Party to this Agreement in any one or more instances to exercise any right or power occurring upon any noncompliance or default by any other Party with respect to any of the terms or conditions of this Agreement, shall impair any such right or power or be construed to be a waiver or relinquishment thereof.

#### **ARTICLE 22. COVENANT AGAINST CONTINGENT FEES**

The CDA warrants that no person or selling agency has been employed or retained to solicit or secure this Agreement upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies retained by the CDA for the purpose of securing business. For breach or violation of this warranty, the Army shall have the right to annul this Agreement without liability or, in its discretion, to require the CDA to pay the full amount of such commission, percentage, brokerage, or contingent fee.

**ARTICLE 23. OFFICIALS NOT TO BENEFIT**

No member or delegate to Congress or Resident Commissioner shall be admitted to any share or part of this Agreement or to any benefit to arise there from. Nothing herein contained, however, shall be construed to extend to any incorporated company, if this Agreement is for the general benefit of such corporation or company.

**ARTICLE 24. NO PARTNERSHIP OR JOINT VENTURE**

Nothing contained in this Agreement shall make or shall be construed to make the Parties hereto joint venture partners with each other, it being understood and agreed that the only relationship between the Army and the CDA hereunder is that of seller and buyer or lessor and lessee. Nor shall anything in this Agreement render or be construed to render any Party hereto liable to any third party for debts or obligations of the other Party.

**ARTICLE 25. HEADINGS**

The brief headings or titles preceding each Article herein are merely for purposes of identification, convenience, and ease of reference and shall be completely disregarded in the construction of this Agreement.

**ARTICLE 26. ASSIGNMENT**

The CDA shall not transfer or assign its rights, interests, or obligations under this Agreement without the prior written consent of the Army, which shall not be unreasonably withheld, conditioned or delayed. The covenants, agreements, rights, and responsibilities contained in this Agreement inure to the benefit of and are binding upon the Parties hereto, their successors, and assigns. Nothing in this Agreement otherwise shall be construed as creating any rights of enforcement against any person or entity that is not a Party hereto, nor any rights, interest, or third party beneficiary status for any entity or person other than the Parties hereto.

**ARTICLE 27. COUNTERPARTS**

The Agreement is executed in two (2) counterparts, each of which is deemed an original of equal dignity with the other and which is deemed one and the same instrument as the other.

**ARTICLE 28. GOVERNING LAW**

Notwithstanding the place where this Agreement may be executed by either of the Parties, the Parties hereby agree that this Agreement and the relationship between the Parties shall be construed in accordance with and governed by Federal law; otherwise the law of the State of Oregon, shall govern.

**ARTICLE 29. RESERVATION OF RIGHTS, JURISDICTION, AND VENUE**

The Parties reserve unto themselves all rights and remedies to which each is entitled at law or in equity. This Agreement shall be enforceable in accordance with applicable laws and regulations in any Federal court of competent jurisdiction.

**ARTICLE 30. SURVIVAL**

Those provisions, obligations, and covenants of this Agreement which, by their express terms or by their operation, are intended to survive the Army's conveyance of the Property or termination of this Agreement, shall survive such conveyance of the Property or termination of this Agreement. Such provisions include, but are not limited to, Articles 3, 5 and 15.

[SIGNATURES ON THE FOLLOWING PAGE]

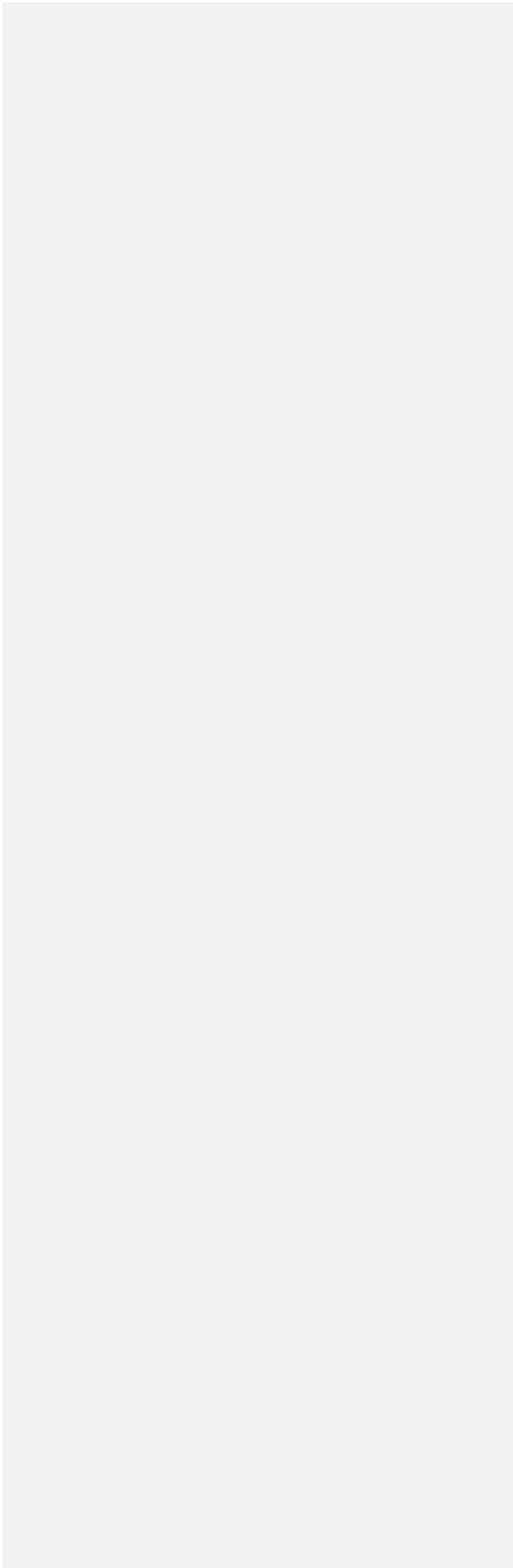
IN WITNESS WHEREOF, the Parties hereto have executed this Agreement.

**DEPARTMENT OF THE ARMY**

Date: \_\_\_\_\_ By: \_\_\_\_\_  
Carla K. Coulson  
Deputy Assistant Secretary of the Army  
(Installations, Housing and Partnerships)

**THE COLUMBIA DEVELOPMENT AUTHORITY**

Date: \_\_\_\_\_ By: \_\_\_\_\_  
Gregory V. Smith, Executive Director



DRAFT UNREVIEWED

**UMATILLA CHEMICAL DEPOT**

**Disposal** to Columbia Development Authority, Parcel 1

**9,511.37 Ac.**

*The preceding legal description is based on a survey by Ferguson Survey & Engineering done for Columbia Development Authority, titled "Umatilla Depot Survey", Filed in both Morrow County as Map of Survey #2016-1752D and in Umatilla County as Map of Survey #16-018-C:*

**BOUNDARY:**

A tract of land situated in Sections 1, 12, 13 & 24, T. 4 N., R. 26 E.; Sections 4 thru 6, 17 thru 21 & 28, T. 4 N., R. 27 E.; Section 32, T. 5 N., R. 27 E., W.M., Morrow County, together with Sections 1 thru 3, 10 thru 15 and 22 thru 27, T. 4 N., R. 27 E.; Sections 34 thru 36, T. 5 N., R. 27 E., W.M., Umatilla County, Oregon, being more particularly described as follows;

**Commencing** at the NW corner of Section 27, T. 4 N., R. 27 E., thence S00°09'54"W along the west line of said Section 27, 183.58 ft. to the north right-of-way line of the Union Pacific Railroad, being 100.00 ft. northerly of railroad centerline station 575+17.26, said point also being the **Point of Beginning**;

Thence along the said north right-of-way of the Union Pacific Railroad as follows:

N80°34'32"W, 1,027.29 ft. to a point 100.00 ft. northerly of railroad centerline station 585+44.60, said point also being on the north line of Section 28;

Thence S89°07'56"W, 279.85 ft. to a point 50.00 ft. northerly of railroad centerline station 588+19.95, said point also being on the north line of Section 28;

Thence N80°34'32"W, 1,177.61 ft. to a point 50.00 ft. northerly of railroad centerline station 599+97.56;

Thence N09°25'28"E, 50.00 ft. to a point 100.00 ft. northerly of railroad centerline station 599+97.56;

Thence N80°34'32"W, 499.91 ft. to a point 100.00 ft. northerly of railroad centerline station 604+97.47;

Thence S09°25'28"W, 50.00 ft. to a point 50.00 ft. northerly of railroad centerline station 604+97.47;

Thence N80°34'32"W, 2,390.22 ft. to a point 50.00 ft. northerly of railroad centerline station 628+87.68, said point also being on west line of said Section 21;

Thence N00°44'26"W, 50.80 ft. to a point 100.00 ft. northerly of railroad centerline station 628+96.65, said point also being on west line of said Section 21;

Thence N80°34'32"W, 5,343.53 ft. to a point 100.00 ft. northerly of railroad centerline station 682+40.18, said point also being on west line of Section 20, T. 4 N., R. 27 E.;

Thence S00°38'34"E, 50.78 ft. to a point 50.00 ft. northerly of railroad centerline station 682+31.30, said point also being on west line of said Section 20;

Thence N80°34'32"W, 4,001.60 ft. to a point 50.00 ft. northerly of railroad centerline station TS 722+32.90, being the point of curve of an 108.22 ft. long offset spiral curve;

Thence along the said offset spiral curve (the chord of which bears N80°29'07"W, 108.22 ft.), 108.22 ft. to a point 50.00 ft. northerly of railroad centerline station SC 723+41.36, being the point of curve of an 11,410.47 ft. radius curve.

Thence along the said 11,410.47 ft. radius curve (the chord of which bears N76°25'01"W, 1,547.22 ft.), 1,548.41 ft. to a point 50.00 ft. northerly of railroad

**UMATILLA CHEMICAL DEPOT**

**Disposal** to Columbia Development Authority, Parcel 1

**9,511.37 Ac.**

centerline station 738+96.55, said point also being on the east line of Section 24, T. 4 N., R. 27 E.;

Thence N00°38'11"W, 52.62 ft. to a point 100.00 ft. northerly of railroad centerline station 739+13.05, said point also being on the east line of said Section 24;

Thence along an offset spiral curve (the chord of which bears N72°16'19"W, 106.10 ft.), 106.10 ft. to a point 100.00 ft. northerly of railroad centerline station 740+19.82, being the point of curve of an 11,360.47 ft. radius curve.

Thence N72°11'03"W, 2,679.54 ft. to its intersection of the north-south center of section line of Section 24, T. 4 N., R. 26 E., and the north line of the Union Pacific Railroad Right-of-way, said point being marked with a U.S. Army Corps of Engineers (USACE) brass cap monument designated A-1;

Thence N00°43'06"W along the said north-south center of section line of Section 24, 1,546.95 ft. to the monument designated A-2 marking the said N1/4 corner of Section 24;

Thence N00°53'11"W along the north-south center of section line of Section 13, T. 4 N., R. 26 E., 2,648.76 ft. to USACE brass cap designated 11-1D;

Thence continuing N00°53'11"W along the said north-south center of section line, 2,646.06 ft. to the G.L.O. brass cap monument designated A-3 marking the said N1/4 of Section 13;

Thence N01°31'38"W along the north-south center of section line of Section 12, T. 4 N., R. 26 E., 5,378.50 ft. to the G.L.O. brass cap monument designated A-4, marking the N1/4 corner of said Section 12;

Thence N00°16'19"W along the north-south center of section line of Section 1, T. 4 N., R. 26 E., 5,346.96 ft. to a 5/8 pin with a 1-1/2" aluminum cap designated 10-2, marking the N1/4 corner of said Section 1;

Thence N88°57'44"E, 925.86 to a G.L.O. brass cap monument marking the S1/4 corner of Section 36, T. 5 N., R. 26 E., W.M.;

Thence along the south line of said Section 36, N89°03'12"E, 2,679.83 ft. to a brass cap monument marking the SE corner of said Section 36;

Thence N89°05'20"E, 5,238.82 ft. to the brass cap monument marking the SE corner of Section 31, T. 5 N., R. 27 E.;

Thence N00°54'32"W, 5,261.14 ft. to the brass cap monument marking the NE corner of said Section 31;

Thence N89°20'32"E, 5,298.65 ft. to the NE corner of Section 32, T. 5 N., R. 27 E.;

Thence S00°57'35"E, 5,268.11 ft. to the brass cap monument designated A-9 marking the SE corner of said Section 32;

Thence N89°19'15"E, 5,298.38 ft. to a monument marked with the GLO brass cap monument;

Thence N01°04'35"W along the west line of said Section 34, 2,631.73 ft. to the W1/4 of said section, being marked with a brass cap monument;

Thence continuing along the said west line, N01°04'52"W, 2,631.74 ft. to the NW corner of said Section 34, being marked with a brass cap monument;

Thence N89°28'06"E along the north line of said Section 34, 2,649.74 ft. to the N1/4 corner of said Section 34, being marked with a brass cap monument;

Thence continuing along the said north line, N89°28'06"E, 2,649.59 ft. to the NE corner of said Section 34, being marked with brass cap monument;

**UMATILLA CHEMICAL DEPOT****Disposal** to Columbia Development Authority, Parcel 1**9,511.37 Ac.**

Thence S01°08'12"E along the east line of said Section 34, 2,626.01 ft. to the E1/4 of said Section 34, being marked with an U.S. Army Corps of Engineers (USACE) monument, designated B-2;

Thence N89°20'13"E along the east-west center of section line of Section 35, T. 5 N., R. 27 E., 5,273.60 ft. to the W1/4 corner of said Section 35, being marked with an USACE brass monument, designated 19-2;

Thence N89°15'32"E along the east-west center of section line of Section 36, T. 5 N., R. 27 E., 2,626.27 ft. to an USACE brass monument, designated 20-1D;

Thence S00°34'59"E, 2,626.83 ft. to an aluminum monument, designated C-1, on the south line of said Section 36;

Thence S89°17'38"W along the said south line of Section 36, 596.10 ft. to the N1/4 of Section 1, T. 4 N., R. 27 E., being marked with an USACE brass monument, designated 20-4;

Thence S00°30'43"E along the north-south center of section line of said Section 1, 5,377.09 ft. to the 1/4 corner common to Section 1 & 12, being marked with an USACE brass monument, designated 1-2;

Thence S00°42'38"E along the north-south center of section line of said Section 12, 5,291.82 ft. to the 1/4 corner common to Section 12 & 13, being marked with an USACE brass monument, designated A-2;

Thence S00°43'33"E along the said north-south center of section line, 5,293.37 ft. to the 1/4 corner common to Sections 13 & 24, said point being marked with a brass cap monument;

Thence S00°46'23"E along the north-south center of section line of Section 24, 5,292.28 ft. to the 1/4 corner common to Sections 24 & 25, said point being marked with a brass cap monument;

Thence S00°40'09"E along the north-south center of section line of Section 25, 2,041.99 ft. to a point designated as G2-2, said point being at the intersection of the east line of Section 25 and the north right-of-way line of the Union Pacific Railroad;

Thence along the north right-of-way line of the Union Pacific railroad on a 5,583.27 ft. radius curve (the chord of which bears S78°40'09"W, 546.58 ft.), 546.80 ft. to a point being 150.00 ft. northerly of railroad centerline station 460+00;

Thence continuing along said railroad right-of-way, S08°31'30"E, 100.00 ft. to a point being 50.00 ft. northerly of railroad centerline station 460+00;

Thence along a 5,683.27 ft. radius curve (the chord of which bears S82°44'55"W, 252.65 ft.), 252.67 ft. to a point 50.00 ft. northerly of railroad centerline station 462+54.90;

Thence continuing along said railroad right-of-way on a 5,683.27 ft. radius curve (the chord of which bears S88°07'12"W, 812.22 ft.) 812.91 ft. to a point being 50.00 ft. northerly of railroad centerline station 470+74.96;

Thence continuing along said railroad right-of-way on a 5,683.27 ft. radius curve (the chord of which bears N84°10'44"W, 714.38 ft.), 714.85 ft. to a point being 50.00 ft. northerly of railroad centerline station 477+09.50;

Thence N80°34'34"W, 351.96 ft. to a point 50.00 ft. northerly of railroad centerline station 467+61.46, said point being on the west line of Section 25;

Thence N00°37'56"W, 50.78 ft. to a point 100.00 ft. northerly of railroad centerline station 467+70.33, said point also being on the west line of Section 25;

Thence N80°34'32"W, 5,388.14 ft. to a point 100.00 ft. northerly of railroad centerline station 521+58.46, said point being on the west line of Section 26;

**UMATILLA CHEMICAL DEPOT**

**Disposal** to Columbia Development Authority, Parcel 1

**9,511.37 Ac.**

Thence S00°10'23"E, 50.71 ft. to a point 50.00 ft. northerly of railroad centerline station 521+50.01, said point also being on the west line of Section 26;

Thence N80°34'32"W, 1,848.63 ft. to a point 50.00 ft. northerly of railroad centerline station 539+98.64;

Thence N09°25'28"E, 50.00 ft. to a point 100.00 ft. northerly of railroad centerline station 539+98.64;

Thence N80°34'32"W, 999.82 ft. to a point 100.00 ft. northerly of railroad centerline station 549+98.46;

Thence S09°25'28"W, 50.00 ft. to a point 50.00 ft. northerly of railroad centerline station 549+98.46;

Thence N80°34'32"W, 2,510.70 ft. to a point 50.00 ft. northerly of railroad centerline station 575+09.09, said point also being on the west line of Section 27;

Thence N00°09'54"E along the said west line of Section 27, 50.66 ft. to the **Point of Beginning**.

**Contains 17,148.75 Ac., more or less.**

**Excluding the following parcels:**

**CAMP UMATILLA:**

*The preceding legal description is based on a survey by Ferguson Survey & Engineering done for Oregon Military Department, titled "Camp Rees License Boundary". Filed in both Morrow County as Map of Survey #2014-1712C and in Umatilla County as Map of Survey #14-119-B.*

A parcel of land located in Sections 1, 12 and 13, Township 4 North, Range 26 East; Sections 4 thru 9, 16 thru 18, 20 and 21, Township 4 North, Range 27 East, W.M. of Morrow County, Oregon and also Sections 3, 10, 15, 22 and 27, Township 4 North, Range 26 East, W.M. of Umatilla County, Oregon and being more particularly described as follows:

**BEGINNING** at "Camp Rees Monument #1", said point being 504.72 ft. south and 3,766.61 ft. east of the Umatilla County Surveyor's brass cap monument marking the NW Corner of Section 27, T.4N., R.27E., W.M.;

Thence N79°37'06.7"W, 9,393.164 ft. to "Camp Rees Monument #2"

Thence N00°48'47.3"W, 6,689.164 ft. to "Camp Rees Monument #3"

Thence S89°15'18.1"W, 7,404.863 ft. to "Camp Rees Monument #4"

Thence S00°39'49.6"E, 61.642 ft. to "Camp Rees Monument #5"

Thence S89°24'47.6"W, 5,818.500 ft. to "Camp Rees Monument #6", said monument being 60.00 ft. east of the North – South center of Section line of Section 13, T.4N., R.26E., W.M., when measure perpendicular to said line;

Thence N00°53'11.3"W, parallel to and 60.00 east of said center of Section line, 2,646.395 ft. to "Camp Rees Monument #7";

Thence N01°31'37.8"W, parallel to and 60.00 east of the North – South center of Section line of Section 12, T.4N., R.26E., W.M., 5,378.179 ft. to "Camp Rees Monument #8";

**UMATILLA CHEMICAL DEPOT****Disposal** to Columbia Development Authority, Parcel 1**9,511.37 Ac.**

Thence N00°16'19.3"W, parallel to and 60.00 east of the North – South center of Section line of Section 1, T.4N., R.26E., W.M., 4,235.533 ft. to "Camp Rees Monument #9";

Thence N58°28'38.2"E, 2,069.802 to "Camp Rees Monument #10", said monument being 60.00 ft. south of the Township Line between T.4N. and T.5N., R.26E., W.M., when measure perpendicular to said line;

Thence N89°03'12.4"E, parallel to and 60.00 south of said township line, 1,776.749 to "Camp Rees Monument #11";

Thence N89°05'19.5"E, parallel to and 60.00 south of the Township Line between T.4N. and T.5N., R.27E., W.M., 5,238.635 ft. to "Camp Rees Monument #12";

Thence N89°23'45.1"E, parallel to and 60.00 south of the said Township Line, 2,650.797 ft. to "Camp Rees Monument #13";

Thence N89°26'20.5"E, parallel to and 60.00 south of the said Township Line, 2,652.417 ft. to "Camp Rees Monument #14";

Thence N89°19'14.7"E, parallel to and 60.00 south of the said Township Line, 3,284.279 ft. to "Camp Rees Monument #15";

Thence S25°14'41.2"W, 2,412.073 ft. to "Camp Rees Monument #16";

Thence N89°14'20.5"E, 5,481.088 ft. to "Camp Rees Monument #17";

Thence S00°46'58.9"E, 335.826 ft. to "Camp Rees Monument #18";

Thence S22°30'46.5"W, 543.738 ft. to "Camp Rees Monument #19";

Thence S00°46'34.1"E, 309.400 ft. to a 3-1/2" dia. aluminum capped monument marked "Industrial Area #002";

Thence S00°42'18"E, 1496.920 ft. to "Camp Rees Monument #20";

Thence S00°01'32"E, 379.970 ft. to a 3-1/2" dia. aluminum capped monument marked "Industrial Area #001";

Thence S89°15'56"W, 1,608.230 ft. to a 3-1/2" dia. aluminum capped monument marked "Industrial Area #018";

Thence S89°13'30.3"W, 937.544 ft. to "Camp Rees Monument #22";

Thence S00°46'01.9"E, 209.563 ft. to "Camp Rees Monument #23";

Thence S88°46'19.7"W, 297.399 ft. to "Camp Rees Monument #24";

Thence S00°44'26.3"E, 5,945.962 ft. to "Camp Rees Monument #25";

Thence N89°16'21.9"E, 3,448.664 ft. to "Camp Rees Monument #26";

Thence S00°44'17.6"E, 1,278.213 ft. to "Camp Rees Monument #27";

Thence N89°16'47.2"E, 60.000 ft. to "Camp Rees Monument #28";

Thence S00°45'32.5"E, 3,033.303 ft. to "Camp Rees Monument #29", and the beginning of a 600.00 ft. radius curve to the right;

Thence along said 600.00 ft. radius curve right, 471.831 ft. (the long chord of which bears S21°46'09.2"W, 459.767 ft.) to "Camp Rees Monument #30";

Thence S44°17'50.9"W, 1,489.323 ft. to "Camp Rees Monument #31", and the beginning of a 500.00 ft. radius curve to the left;

Thence along said 500.00 ft. radius curve left, 386.906 ft. (the long chord of which bears S22°07'45.8"W, 377.325 ft.) to "Camp Rees Monument #32";

Thence S00°02'19.3"E, 1,458.622 ft. to "Camp Rees Monument #33";

Thence N89°18'29.7"E, 2,220.800 ft. to "Camp Rees Monument #34";

Thence S00°37'12.2"E, 2,819.455 ft. to "Camp Rees Monument #35";

Thence S87°54'07.5"W, 578.034 ft. to "Camp Rees Monument #1" and the

**POINT OF BEGINNING.****Contains 7,500.03 Acres, more or less.**

**UMATILLA CHEMICAL DEPOT**

**Disposal** to Columbia Development Authority, Parcel 1

**9,511.37 Ac.**

**Tract E (Portion), Disposal to Columbia Development Authority, Parcel 2:**

*The preceding legal description is based on a survey by Ferguson Survey & Engineering done for Columbia Development Authority, titled "Umatilla Depot Survey". Filed in both Morrow County as Map of Survey #2016-1752D and in Umatilla County as Map of Survey #16-018-C:*

*Refer to Sheet 5, Detail 5-1, 5-2 & 5-3 and Sheet 9, Detail 9-2 of the said surveys.*

A tract of land situated in Sections 1, 12, & 13, T. 4 N., R. 26 E.; Section 6, T. 4 N., R. 27 E., W.M., Morrow County, being more particularly described as follows;

**Commencing** at a 5/8 pin with a 1-1/2" aluminum cap designated 10-2, marking the N1/4 corner of said Section 1, thence S00°16'19"E, 933.46 ft along the north-south center section line of said Section 1 to monument designated as D2-1 and the **True Point of Beginning**;

Thence continuing S00°16'19"E, 4,413.50 ft along the north-south center of section line of Section 1, G.L.O. brass cap monument designated A-4, marking the S1/4 corner of said Section 1;

Thence S01°31'38"E along the north-south center of section line of Section 12, T. 4 N., R. 26 E., 5,378.50 ft. to the G.L.O. brass cap monument designated A-3, marking the S1/4 corner of said Section 12;

Thence S00°53'11"E along the said north-south center of section line of Section 13, T. 4 N., R. 26 E., 2,646.06 ft. to USACE brass cap designated 11-1D;

Thence N89°07'00"E, 60 ft. to "Camp Rees Monument #6", said monument being 60.00 ft. east of the North – South center of Section line of Section 13, T.4N., R.26E., W.M., when measure perpendicular to said line;

Thence N00°53'11.3"W, parallel to and 60.00 east of said center of Section line, 2,646.395 ft. to "Camp Rees Monument #7";

Thence N01°31'37.8"W, parallel to and 60.00 east of the North – South center of Section line of Section 12, T.4N., R.26E., W.M., 5,378.179 ft. to "Camp Rees Monument #8";

Thence N00°16'19.3"W, parallel to and 60.00 east of the North – South center of Section line of Section 1, T.4N., R.26E., W.M., 4,235.533 ft. to "Camp Rees Monument #9";

Thence N58°28'38"E, 2,069.80 to "Camp Rees Monument #10", said monument being 60.00 ft. south of the Township Line between T.4N. and T.5N., R.26E., W.M., when measure perpendicular to said line;

Thence N89°03'12.4"E, parallel to and 60.00 south of said township line, 1,776.749 to "Camp Rees Monument #11";

Thence N89°05'20"E, parallel to and 60.00 south of the Township Line between T.4N. and T.5N., R.27E., W.M., 2,200.98 ft., to the west line of the "North Access Easement granted to Camp Umatilla", 30 ft west of the centerline described as being N89°05'20"E, 2,214.02 ft from the SW corner of Section 31, T.5N., R.27E., W.M., thence along a 719 ft radius curve to the west, 62.64 ft (the long chord of which bears S17°33'32"E, 62.63 ft);

Thence S89°05'20"W, along the south line of said Section 31, 2,182.18 ft. to a brass cap monument marking the SE corner of said Section 36;

Thence along the south line of said Section 36, S89°03'12"W, 1,872.47 ft. to monument D2-7;

**UMATILLA CHEMICAL DEPOT**

**Disposal** to Columbia Development Authority, Parcel 1

**9,511.37 Ac.**

Thence S42°19'39"W, 94.15 ft. to monument D2-6;  
Thence S73°38'15"W, 516.28 ft. to monument D2-5;  
Thence S52°44'10"W, 275.06 ft. to monument D2-4;  
Thence S38°31'04"W, 356.38 ft. to monument D2-3;  
Thence S58°28'38"W, 526.23 ft. to monument D2-2;  
Thence S84°17'55"W, 281.73 ft. to monument D2-1 and the **True Point of**

**Beginning;**

**Contains 28.07 Acres, more or less.**

**OREGON DoT (Interstate 82):**

*The preceding legal description is based on a survey by Ferguson Survey & Engineering done for Columbia Development Authority, titled "Umatilla Depot Survey". Filed in both Morrow County as Map of Survey #2016-1752D and in Umatilla County as Map of Survey #16-018-C:*

*Refer to Sheet 7, Details 7-2 & 7-3 and Sheet 8, Detail 8-1 of the said surveys.*

*(NOTE: All Stations referred to below are South Bound I-82, freeway centerline stations, and all offsets called from said stations are measured at right angles to the freeway centerline).*

A tract of land situated in the west 1/2 of Sections 13 & 24, and in the NW1/4 of Section 25, T.4N., R.27E., W.M., Umatilla County, Oregon, being more particularly described as follows;

**Beginning** at a point on the north-south center of section line of Section 13, said point being S00°43'33"E, 256.44 ft., and also being 85.00 westerly of station 516+08.60;

Thence S00°43'33"E along the said north-south center of section line, 5,036.94 ft. to the 1/4 corner common to Sections 13 & 24, said point being marked with a brass cap monument;

Thence S00°46'23"E along the north-south center of section line of Section 24, 5,292.28 ft. to the 1/4 corner common to Sections 24 & 25, said point being marked with a brass cap monument;

Thence S00°40'09"E along the north-south center of section line of Section 25, 943.16 ft. to a point (designated as point G2-1);

Thence S23°17'16"W, 802.65 ft. to a point being 340.00 ft. south easterly of station CS636+33.39;

Thence S36°21'59"W, 744.70 ft. to a point 417.09 ft. south easterly of station 641+67.86, said point also being on the northern right of way of the Union Pacific Railroad, lying on a 5,683.27 ft. radius curve;

Thence on the said northerly right of way along the said 5,683.27 ft. radius curve (the chord of which bears S88°07'12"W, 812.22 ft.) 812.92 ft. to a point being 125.00 ft. north westerly of station 647+72.71;

Thence N46°15'09"E, 639.35 ft. to a point 125.00 ft. north westerly of station 641+33.36;

Thence N43°12'15"E, 482.83 ft. to a point 130.00 ft. north westerly of station PCS 636+33.39;

**UMATILLA CHEMICAL DEPOT**

**Disposal** to Columbia Development Authority, Parcel 1

**9,511.37 Ac.**

Thence N36°33'09"E, 218.28 ft. to a point 125.00 ft. north westerly of station 633+99.40;

Thence N58°16'03"W, 125.00 ft. to a point 250.00 ft. north westerly of station 633+99.40;

Thence N31°35'03"E, 262.77 ft. to a point 230.00 ft. north westerly of station 630+99.42;

Thence N19°43'57"E, 175.82 ft. to a point 230.00 ft. north westerly of station 628+99.43

Thence N08°22'00"W, 185.81 ft. to a point 300.00 ft. north westerly of station 626+99.44;

Thence N26°24'59"W, 491.10 ft. to a point 550.00 ft. westerly of station 621+99.47;

Thence N31°37'45"E, 467.59 ft. to a point 300.00 ft. westerly of station 617+99.50;

Thence N18°58'04"E, 637.33 ft. to a point 85.00 ft. westerly of station 611+99.53;

Thence N00°44'50"W, 7,456.185 ft. to a point 85.00 ft. westerly of station PT 537+43.34, being the point of beginning for an offset centerline spiral;

Thence 403.02 ft. along the said offset spiral (the chord of which bears N00°04'41"W, 402.99 ft.) to a point 85.00 ft. westerly of station PCS 533+43.37, being the point of beginning for a 5,814.18 ft. radius curve;

Thence along the said 5,814.18 ft. radius curve (the chord of which bears N09°55'39"E, 1753.72 ft.), 1,760.44 ft. to the **POINT OF BEGINNING**.

**Containing 109.27 Acres.**

**Aggregated Total 9,511.37 Ac.**

**Excepting and Reserving the mineral interests in the Bureau of Land Management, Department of Interior in the following areas:**

**All those portions of Sections 2, 10, 12, 14, 22, 24 & 26 of Township 4 North, Range 27 East in Umatilla County; Sections 4, 6, 8, 18, 20 & 28 of Township 4 North, Range 27 East in Morrow County; Sections 12 & 24 Township 4 North, Range 26 East, in Morrow County.**

By: FERGUSON SURVEY & ENG.  
Chkd: JEF 11 Mar 2016  
Amend: JEF 6 Jul 2017 (Added Mineral Exception & Reservation)  
Amend: OJV 8 Aug 2018 (Removed Non-mineral Reservations)  
Amend: JEF 18 Nov 2020 (Removed portion of Tract E)  
Amend: GM 09 Sep 2021 (Added verbiage regarding disposals)  
Amend: JEF 21 Jan 2022 (Adjusted Final Acreage)  
Map: - CDA - FINAL DISPOSAL -.mxd  
GIS: \\ Military\UMADA - UMATILLA\Project-Map\Active  
Doc: 002403-REV 4.docx



**DEED WITHOUT WARRANTY  
UMATILLA CHEMICAL DEPOT  
MORROW AND UMATILLA COUNTIES  
STATE OF OREGON**

This DEED is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2022, by and between the UNITED STATES OF AMERICA (hereinafter the "GRANTOR" or "United States"), acting by and through the Deputy Assistant Secretary of the Army (Installations, Housing and Partnerships), pursuant to delegations of authority from the Secretary of the Army, under and pursuant to the powers and authority contained in the Defense Base Closure and Realignment Act of 1990, as amended (10 U.S.C. § 2687 note, hereinafter the "BRAC Law"), and delegations and regulations promulgated thereunder, and the Columbia Development Authority, organized and existing as provided by the terms and provisions of an intergovernmental agreement entered into pursuant to ORS Chapter 190, dated May 15, 1995, as amended, between the County of Morrow and the County of Umatilla, both political subdivisions of the State of Oregon, the Port of Morrow and the Port of Umatilla, both port districts and municipal corporations of the State of Oregon, and the Confederated Tribes of the Umatilla Indian Reservation, a Federally recognized Indian Tribe, (hereinafter the "GRANTEE").

WITNESSETH THAT:

For \$1,000,000 and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and subject to the reservations set forth below, the GRANTOR does hereby BARGAIN, SELL, GRANT AND CONVEY WITHOUT WARRANTY, EXPRESS OR IMPLIED, unto the GRANTEE, its successors and assigns, all right, title, and interest of the GRANTOR in the Property, situate, lying and being in the Counties of Morrow and Umatilla, in the State of Oregon, containing approximately 9,511.46 acres in fee, more particularly described in Exhibit A-1 and shown on Exhibit A-2, together with State of Oregon Certificates of Water Rights 33765 and 33988 (Exhibits A-3 and A-4 respectively) that are used in connection with water wells located within this area, and the following water rights certificates or portions thereof only, and not to include the underlying land; Certificates of Water Rights 91002 and 91131 (Exhibits A-5 and A-6 respectively) and one half of the general industrial water right which was formerly identified as a fire protection water right as set forth in Certificate of Water Right 33779 (Exhibit A-7) that are being used at

water well locations on lands outside of the 9,511.46 fee acres. The 9,511.46 acres and the Certificates of Water Rights to be conveyed to the GRANTEE are hereinafter referred to as the "Property".

SUBJECT TO all valid and existing restrictions, reservations, covenants, conditions, and easements including, but not limited to, rights-of-way for railroads, highways, pipelines, and public utilities, if any, whether of public record or not, an Easement and Equitable Servitude recorded in the records of Umatilla County, Oregon under recording no.

\_\_\_\_\_ ; and Morrow County, Oregon under the recording no.

\_\_\_\_\_.

RESERVING TO the GRANTOR, the following easements and water rights over the Tracts of land described and depicted in Exhibits B-1 and B-2:

Temporary Water Pipeline Easement and Temporary Water Rights Reservation:

A temporary and assignable non-exclusive easement and right-of-way for a term of seven (7) years in, on, over, and across Tract Nos. 101E-1, 101E-2, 113E-1, 113E-2, 113E-3 and 113E-4, for the location, construction, operation, maintenance, alteration, repair, and patrol of water pipelines and appurtenances, including but not limited to a water tower and pumps and pump houses, above and below the ground; together with the reserved right to withdraw water in the amount of 996 gallons per minute for a seven (7) year term from Wells # 4 and/or 5 in accordance with Water Rights Certificate(s) 33765 and/or 33988 and together with the right to trim, cut, fell, and remove therefrom all trees, underbrush, obstructions, and other vegetation, structures, or obstacles within the limits of the right-of-way; reserving, however, to the GRANTEE, its heirs, successors, and assigns, all such rights and privileges as may be used without interfering with or abridging the rights and easement hereby acquired; subject, however, to existing easements for public roads and highways, public utilities, railroads, and pipelines. Upon termination of this easement, all fixtures and facilities may be removed by the Grantor or abandoned in place. The GRANTOR may release this easement prior to the expiration of the seven (7) year term by delivering a notice in recordable form to the GRANTEE that is intended to provide notice of the termination of the reserved easement.

Perpetual Road Easements:

A perpetual and assignable non-exclusive easement and right-of-way in, on, over, and across Tract Nos. 102E-3 and 102E-11 for the location, construction, operation, maintenance, alteration, and replacement of roads and appurtenances thereto; together

with the right to trim, cut, fell, and remove therefrom all trees, underbrush, obstructions, and other vegetation, structures, or obstacles within the limits of the right-of-way; reserving, however, to the GRANTEE, its heirs, successors, and assigns, all such rights and privileges as may be used without interfering with or abridging the rights and easement hereby acquired, including the right to cross over or under the right-of-way as access to their adjoining land; subject, however, to existing easements for public roads and highways, public utilities, railroads, and pipelines.

#### Temporary Road Easements:

A temporary and assignable non-exclusive easement and right-of-way for a term of seven (7) years in, on, over, and across Tract Nos. 102E-1, 102E-2, 102E-4, 102E-5, 102E-6, 102E-7, 102E-8, 102E-9, 102E-10, for the location, construction, operation, maintenance, alteration, and replacement of roads and appurtenances thereto; together with the right to trim, cut, fell, and remove therefrom all trees, underbrush, obstructions, and other vegetation, structures, or obstacles within the limits of the right-of-way; reserving, however, to the GRANTEE, its heirs, successors, and assigns, all such rights and privileges as may be used without interfering with or abridging the rights and easement hereby acquired, including the right to cross over or under the right-of-way as access to their adjoining land; subject, however, to existing easements for public roads and highways, public utilities, railroads, and pipelines. Upon termination of this easement, all roads and appurtenances may be removed by the Grantor or abandoned in place. The GRANTOR may release this easement prior to the expiration of the seven (7) year term by delivering a notice in recordable form to the GRANTEE that is intended to provide of the termination of the reserved easement.

#### Perpetual Railroad Easements:

A perpetual and assignable non-exclusive easement and right-of-way in, on, over, and across Tracts Nos. 103E-1, 103E-2 and 103E-3 for the location, construction, operation, maintenance, alteration, and replacement of a railroad and appurtenances thereto; together with the right to trim, cut, fell, and remove therefrom all trees, underbrush, obstructions, and other vegetation, structures, or obstacles within the limits of the right-of-way; reserving, however, to the GRANTEE, its heirs, successors, and assigns, all such rights and privileges as may be used without interfering with or abridging the rights and easement hereby acquired, including the right to cross over or under the right-of-way as access to their adjoining land and the right to cross over the right-of-way with power transmission lines and related utilities; subject, however, to existing easements for public roads and highways, public utilities, railroads and pipelines.

#### Temporary Sanitary Sewer and Storm Drain Pipeline Easement:

A temporary and assignable non-exclusive easement and right-of-way for a term of seven (7) years in, on, over, and across Tract No. 104E for the location, construction, operation, maintenance, alteration, repair, and patrol of sanitary sewer and storm drain pipelines, above and below the ground; together with the right to trim, cut, fell, and remove therefrom all trees, underbrush, obstructions, and other vegetation, structures, or obstacles within the limits of the right-of-way; reserving, however, to GRANTEE, its heirs, successors, and assigns, all such rights and privileges as may be used without interfering with or abridging the rights and easement hereby acquired; subject, however, to existing easements for public roads and highways, public utilities, railroads, and pipelines. Upon termination of this easement, all fixtures and facilities may be removed by the Grantor or abandoned in place. The GRANTOR may release this easement prior to the expiration of the seven (7) year term by delivering a notice in recordable form to the GRANTEE that is intended to provide notice of the termination of the reserved easement.

#### Perpetual Electrical Power Transmission Line Easements:

A perpetual and assignable non-exclusive easement and right-of-way in, on, over, and across Tracts Nos. 105E-3 and 105E-12 for the location, construction, operation, maintenance, alteration, repair, and patrol of electrical power transmission lines, above and below the ground; together with the right to trim, cut, fell, and remove therefrom all trees, underbrush, obstructions, and other vegetation, structures, or obstacles within the limits of the right-of-way; reserving, however, to GRANTEE, its heirs, successors, and assigns, all such rights and privileges as may be used without interfering with or abridging the rights and easement hereby acquired; subject, however, to existing easements for public roads and highways, public utilities, railroads, and pipelines.

#### Temporary Electrical Power Transmission Line Easements:

A temporary and assignable non-exclusive easement and right-of-way for a term of seven (7) years in, on, over, and across Tracts Nos. 105E-1, 105E-2, 105E-4, 105E-5, 105E-6, 105E-7, 105E-10, 105E-11, and 105E-13 for the location, construction, operation, maintenance, alteration, repair, and patrol of electrical power transmission lines, above and below the ground; together with the right to trim, cut, fell, and remove therefrom all trees, underbrush, obstructions, and other vegetation, structures, or obstacles within the limits of the right-of-way; reserving, however, to GRANTEE, its heirs, successors, and assigns, all such rights and privileges as may be used without interfering with or abridging the rights and easement hereby acquired; subject, however, to existing easements for public roads and highways, public utilities, railroads, and pipelines. Upon termination of

this easement, all fixtures and facilities may be removed by the Grantor or abandoned in place. The GRANTOR may release this easement prior to the expiration of the seven (7) year term by delivering a notice in recordable form to the GRANTEE that is intended to provide notice of the termination of the reserved easement.

**Perpetual Telecommunication Line Easements:**

A perpetual and assignable non-exclusive easement and right-of-way in, on, over, and across Tract No. 107E-1 for the location, construction, operation, maintenance, alteration, repair, and patrol of telecommunication lines, above and below the ground; together with the right to trim, cut, fell, and remove therefrom all trees, underbrush, obstructions, and other vegetation, structures, or obstacles within the limits of the right-of-way; reserving, however, to GRANTEE, its heirs, successors, and assigns, all such rights and privileges as may be used without interfering with or abridging the rights and easement hereby acquired; subject, however, to existing easements for public roads and highways, public utilities, railroads, and pipelines.

**Temporary Telecommunication Line Easements:**

A temporary and assignable non-exclusive easement and right-of-way for a term of seven (7) years, in, on, over, and across Tracts Nos. 107E-3, 107E-4, 107E-6, 107E-7 and 107E-8 for the location, construction, operation, maintenance, alteration, repair, and patrol of telecommunication lines, above and below the ground; together with the right to trim, cut, fell, and remove therefrom all trees, underbrush, obstructions, and other vegetation, structures, or obstacles within the limits of the right-of-way; reserving, however, to GRANTEE, its heirs, successors, and assigns, all such rights and privileges as may be used without interfering with or abridging the rights and easement hereby acquired; subject, however, to existing easements for public roads and highways, public utilities, railroads, and pipelines. Upon termination of this easement, all fixtures and facilities may be removed by the Grantor or abandoned in place. The GRANTOR may release this easement prior to the expiration of the seven (7) year term by delivering a notice in recordable form to the GRANTEE that is intended to provide notice of the termination of the reserved easement.

#### Safety Easements:

A perpetual and assignable non-exclusive easement for the establishment, maintenance, operation and use for a safety area in, on, over and across Tracts Nos. 111E, and 112E, consisting of the right to prohibit human habitation; the right to remove buildings presently or hereafter being used for human habitation; the right to prohibit gatherings of more than twenty-five (25) persons; the right to post signs indicating the nature and extent of the Government's control; and the right of ingress and egress over and across said land for the purpose of exercising the rights set forth herein; reserving, however, to GRANTEE, its heirs, successors, and assigns, all such rights and privileges as may be used without interfering with or abridging the rights and easement hereby acquired; subject, however, to existing easements for public roads and highways, public utilities, railroads and pipelines.

#### Noise Emission Easement:

A perpetual and assignable non-exclusive easement for the emission of noise at or above 104db, in, on, over and across Tract No. 114E in connection with the construction, operation and maintenance of a firing range on appurtenant lands of the United States, reserving, however, to GRANTEE, its heirs, successors, and assigns, all such rights and privileges as may be used without interfering with or abridging the rights and easement hereby acquired; subject, however, to existing easements for public roads and highways, public utilities, railroads and pipelines.

#### Height Restriction Easement:

A perpetual and assignable non-exclusive easement for the establishment, maintenance, operation and use for a height restriction in, on, over and across Tract 115E, consisting of the right to cut to the ground level and to remove trees, bushes, shrubs, and any other perennial growth or undergrowth infringing upon or extending into or above 500 ft. above the applicable ground surface; to cut to the ground level and to remove trees, bushes, shrubs, and any other perennial growth or undergrowth which could in the future infringe upon or extend into or above 500 ft. above the applicable ground surface; to remove, raze, or destroy those portions of buildings, other structures (including mobile objects), and land infringing on or extending into or above 500 ft. above the applicable ground surface; to prohibit the future construction of buildings or other structures (including mobile objects) from infringing on or extending into or above 500 ft above the applicable ground surface; and the right of ingress and egress over and across said land for the purpose of exercising the rights set forth herein; reserving, however, to GRANTEE, its heirs, successors, and assigns, all such rights and privileges as may be used without interfering with or abridging

the rights and easement hereby acquired; subject, however, to existing easements for public roads and highways, public utilities, railroads and pipelines.

AND EXCEPTING AND RESERVING to the GRANTOR for use by the Department of the Interior, all minerals as provided in Exhibit A-1.

TO HAVE AND TO HOLD the Property granted herein to the GRANTEE and its successors and assigns, together with all and singular the appurtenances, rights, powers and privileges thereunto belonging or in anywise appertaining, and all the estate, right, title, interest, or claim whatsoever of the GRANTOR, either in law or in equity, and subject to the reservations, covenants, conditions and restrictions set forth in this Deed;

AND IT IS FURTHER AGREED AND UNDERSTOOD by and between the parties hereto that the GRANTEE, by its acceptance of this Deed, and as part of the consideration for the conveyance made herein, covenants and agrees for itself, its successors and assigns, forever, that this Deed is made and accepted upon each of the following covenants, which covenants shall be binding upon and enforceable against the GRANTEE, its successors and assigns in perpetuity by the GRANTOR and other interested parties as may be allowed by law; that the notices, use restrictions, and restrictive covenants set forth herein are a binding servitude on the Property and shall be deemed to run with the land in perpetuity; and that the failure to include the notices, use restrictions, and restrictive covenants in subsequent conveyances does not abrogate the status of the covenants, conditions and restrictions as binding upon the GRANTOR and the GRANTEE, its successors and assigns:

#### **1. RIGHT OF ACCESS**

The United States retains and reserves a perpetual and assignable easement and right of access on, over, and through the Property, to enter upon the Property in any case in which an environmental response or corrective action is found to be necessary on the part of the United States, without regard to whether such environmental response or corrective action is on the Property or on adjoining or nearby lands. Such easement and right of access includes, without limitation, the right to perform any environmental investigation, survey, monitoring, sampling, testing, drilling, boring, coring, test pitting, installing monitoring or pumping wells or other treatment facilities, response action, corrective action, or any other action necessary for the United States to meet its responsibilities under applicable laws and as provided for in this instrument. Such easement and right of access shall be binding on the GRANTEE and its successors and assigns and shall run with the land.

In exercising such easement and right of access, the United States shall provide

the GRANTEE or its successors or assigns, as the case may be, with reasonable notice of its intent to enter upon the Property and exercise its rights under this clause, which notice may be severely curtailed or even eliminated in emergency situations. The United States shall use reasonable means to avoid and to minimize interference with the GRANTEE'S and the GRANTEE'S successors' and assigns' quiet enjoyment of the Property. At the completion of work, the work site shall be reasonably restored. Such easement and right of access includes the right to obtain and use utility services, including water, gas, electricity, sewer, and communications services available on the Property at a reasonable charge to the United States. Excluding the reasonable charges for such utility services, no fee, charge, or compensation will be due the GRANTEE, nor its successors and assigns, for the exercise of the easement and right of access hereby retained and reserved by the United States.

In exercising such easement and right of access, neither the GRANTEE nor its successors and assigns, as the case may be, shall have any claim at law or equity against the United States or any officer or employee, based on actions taken by the United States or its officers, employees, agents, contractors of any tier, or servants pursuant to and in accordance with this clause. Provided, however, that nothing in this paragraph shall be considered as a waiver by the GRANTEE and its successors and assigns of any remedy available to them under the Federal Tort Claims Act.

## **2. "AS IS"**

The GRANTEE acknowledges that it has inspected or has had the opportunity to inspect the Property and accepts the condition and state of repair of the Property. The GRANTEE understands and agrees that the Property is conveyed "AS IS" without any representation, warranty, or guaranty by the GRANTOR as to quantity, quality, title, character, condition, size, or kind, or that the same is in a suitable condition or fit to be used for the purposes intended by the GRANTEE, and no claim for allowance or deduction upon such grounds will be considered.

No warranties, either express or implied, are given with regard to the condition of the Property, including, without limitation, whether the Property does or does not contain asbestos or lead-based paint. The GRANTEE shall be deemed to have relied solely on its own judgment in assessing the condition of the Property, including, without limitation, any asbestos, lead-based paint, or other conditions on the Property. The failure of the GRANTEE to inspect or to exercise due diligence to be fully informed as to the condition of the Property will not constitute grounds for any claim or demand against the GRANTOR.

Nothing in this “As Is” provision will be construed to modify or negate the GRANTOR’S obligations under the “Covenant Pursuant to Section 120(h)(3)(A)(ii) and (B) of the Comprehensive Environmental Response, Compensation, and Liability Act of 1980 (42 U.S.C. § 9620(h)(3)(A)(ii) and (B))” or any other statutory obligations.

### **3. HOLD HARMLESS**

To the extent authorized by law, the GRANTEE, its successors and assigns, covenant and agree to indemnify and hold harmless the GRANTOR, its officers, agents, and employees from (1) any and all claims, damages, judgments, losses, and costs, including fines and penalties, arising out of the violation of the covenants, conditions, and restrictions in this Deed by the GRANTEE, its successors and assigns, and (2) any and all claims, damages, judgments, losses, and costs arising out of, or in any manner predicated upon, exposure to asbestos, lead-based paint, or other condition on any portion of the Property after the date of the conveyance herein.

The GRANTEE, for itself, its successors and assigns, covenants and agrees that the GRANTOR shall not be responsible for any costs associated with modification or termination of the covenants, conditions, and restrictions in this Deed, including without limitation, any costs associated with additional investigation or remediation of asbestos, lead-based paint, or other condition on the Property.

Nothing in this Hold Harmless provision will be construed to modify or negate the GRANTOR’S obligations under the “Covenant Pursuant to Section 120(h)(3)(A)(ii) and (B) of the Comprehensive Environmental Response, Compensation, and Liability Act of 1980 (42 U.S.C. § 9620(h)(3)(A)(ii) and (B))” or any other statutory obligations.

### **4. POST-TRANSFER DISCOVERY OF CONTAMINATION AND RELEASE**

If an actual or threatened release of a hazardous substance is discovered on the Property after the date of the conveyance herein, the Grantee, its successors or assigns shall be responsible for such release or threatened release of such newly discovered hazardous substance unless the Grantee, or its successors or assigns is able to demonstrate that such release or threatened release of a hazardous substance was due to the Grantor’s activities, use, or ownership of the Property. If the Grantee or its successors or assigns believe the newly discovered hazardous substance is due to the Grantor’s activities, use, or ownership of the Property, the Grantee or its successors or assigns shall immediately secure the site and notify the Grantor of the existence of the hazardous substance and the Grantee or its successors or assigns shall not further disturb or allow the disturbance of such hazardous substance without the prior written permission of the Grantor.

The Grantee, for itself, its successors and assigns, as part of the consideration for the

conveyance of the Property, hereby releases the Grantor from any liability or responsibility for any claims arising solely out of the release or threatened release of any hazardous substance on the Property occurring after the date of the conveyance herein where such hazardous substance was placed on the Property by the Grantee, or its successors, assigns, employees, invitees, agents, contractors, or any person other than the Grantor after the date of the conveyance herein. This “Post-Transfer Discovery of Contamination and Release” provision shall not affect the Grantor’s responsibilities to conduct response actions or corrective actions that are required by applicable laws, rules and regulations, or the Grantor’s obligation under the “Covenant Pursuant to Sections 120(h)(3)(A)(ii) and (B) of the Comprehensive Environmental Response, Compensation, and Liability Act of 1980 (42 U.S.C. §§ 9620(h)(3)(A)(ii) and (B)).”

## **5. ENVIRONMENTAL PROTECTION PROVISIONS**

The Environmental Protection Provisions are in Exhibit C-1, more particularly described in Exhibit C-2 and shown on Exhibit C-3, which are attached hereto and made a part hereof. The GRANTEE shall neither transfer the Property, lease the Property, nor grant any interest, privilege, or license whatsoever in connection with the Property or any portion thereof without the inclusion of the Environmental Protection Provisions contained herein, and shall require the inclusion of the Environmental Protection Provisions in all further deeds, easements, transfers, leases, or grant of any interest, privilege, or license.

## **6. ANTI-DEFICIENCY ACT**

The GRANTOR’s obligation to pay or reimburse any money under this Deed is subject to the availability of funds appropriated for this purpose to the Department of the Army, and nothing in this Deed shall be interpreted to require obligations or payments by the GRANTOR in violation of the Anti-Deficiency Act, 31 U.S.C. § 1341.

## **7. NO WAIVER**

The failure of the GRANTOR to insist in any one or more instances upon complete performance of any obligation of the GRANTEE, its successors or assigns required by the covenants, conditions, and restrictions set forth in this Deed shall not be construed as a waiver or a relinquishment of the GRANTOR’s right to future performance of any such obligation of the GRANTEE or its successors or assigns required by said covenants, conditions and restrictions, and such obligations of the GRANTEE, its successors and assigns shall continue in full force and effect.

## **8. NON-DISCRIMINATION**

The GRANTEE covenants for itself, its successors, and assigns and every successor in interest to the property hereby conveyed, or any part thereof, that the said GRANTEE and such heirs, successors, and assigns shall not discriminate upon the basis of race, color, religion, age, gender, or national origin in the use, occupancy, sale, or lease of the property, or in their employment practices conducted thereon. This covenant shall not apply, however, to the lease or rental of a room or rooms within a family dwelling unit; nor shall it apply with respect to religion to premises used primarily for religious purposes. The United States of America shall be deemed a beneficiary of this covenant without regard to whether it remains the owner of any land or interest therein in the locality of the property hereby conveyed and shall have the sole right to enforce this covenant in any court of competent jurisdiction.

## **9. PROTECTION OF HISTORIC PROPERTY**

The GRANTEE and GRANTOR entered into a Memorandum of Understanding, along with the Confederated Tribes of the Umatilla Indian Reservation, and the Counties of Morrow and Umatilla, Oregon, in February 2021, to maintain, protect, and preserve the Property in accordance with the stipulations of the Programmatic Agreement and its Amendment for the long-term protection and preservation of the historic properties on the Property.

## **10. REINVESTMENT COVENANT**

The GRANTEE agrees to reinvest all proceeds received from the sale, lease, or equivalent use of the Property, or any portion thereof, received by the GRANTEE during the Reinvestment Period, which shall commence from the date this deed is signed by the GRANTEE and terminate at the expiration of seven (7) years after that date, to support the economic redevelopment of, or related to, that portion of the Property conveyed to the GRANTEE. The use of such proceeds to pay for or offset the costs of public investment on, or related to, the Property for the following purposes shall be considered a use to support the economic redevelopment of, or related to, the Property:

- a. Road construction;
- b. Transportation management facilities;
- c. Storm and sanitary sewer construction;
- d. Police and fire protection facilities and other public facilities;

- e. Utility construction;
- f. Building rehabilitation;
- g. Historic property preservation;
- h. Pollution prevention equipment or facilities;
- i. Demolition;
- j. Disposal of hazardous materials and hazardous waste generated by demolition;
- k. Landscaping, grading, and other site or public improvements;
- l. Planning for or the marketing of the redevelopment and reuse of the Property;

Other expenditures that are directly related to those listed, above, may also be considered allowable uses of the proceeds. In order for such an expenditure to be considered an allowable use of the proceeds, it must be directly related to one or more of those listed above, and directly benefit the GRANTEE'S economic redevelopment and long-term job generation efforts for the Property. In any dispute on this issue, the GRANTEE shall bear the burden of proof. At any time, the GRANTEE may request the opinion of the Army as to whether a proposed expenditure would constitute an allowable use of the proceeds and the Army shall provide such written opinion within ninety (90) days of receipt of any such written request from the GRANTEE.

The Army may recoup from the GRANTEE such portion of the proceeds received by the GRANTEE from the sale, lease, or equivalent use of the Property during the Reinvestment Period as the Army determines appropriate if the GRANTEE does not expend or obligate the said portion of the proceeds for a purpose other than for consideration to the Army, or one of the twelve (12) categories of allowable investment specified above, or as otherwise determined allowable by the Army. Following such a determination by the Army or the resolution of a dispute related to such determination, and, upon demand, funds equal to any such amounts shall be remitted by the GRANTEE to the Army within ninety (90) calendar days from the date of any such demand.

Any proceeds held or controlled by the GRANTEE upon the expiration of the Reinvestment Period and which have not been expended or dedicated by GRANTEE for the

purposes described above, shall be remitted to the Army within sixty (60) calendar days of the expiration of the Reinvestment Period unless otherwise agreed by the Parties.

|                  |                   |   |
|------------------|-------------------|---|
| <b>EXHIBITS:</b> | <b>A-1</b>        | <b>Legal Description</b>  |
|                  | <b>A-2</b>        | <b>Property Map</b>   |
|                  | <b>A-3 to A-7</b> | <b>Water Rights Certificates</b>                                  |
|                  | <b>B-1</b>        | <b>Legal Descriptions for Reserved Easement Tracts</b>            |
|                  | <b>B-2</b>        | <b>Maps of Reserved Easement Tracts</b>                           |
|                  | <b>C-1</b>        | <b>Environmental Protection Provisions</b>                        |
|                  | <b>C-2</b>        | <b>Legal Descriptions for Environmental Protection Provisions</b> |
|                  | <b>C-3</b>        | <b>Maps for Environmental Protection Provisions</b>               |

THIS DEED WITHOUT WARRANTY is not subject to 10 U.S.C. § 2662.

BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON TRANSFERRING FEE TITLE SHOULD INQUIRE ABOUT THE PERSON'S RIGHTS, IF ANY, UNDER ORS 195.300, 195.301 AND 195.305 TO 195.336 AND SECTIONS 5 TO 11, CHAPTER 424, OREGON LAWS 2007, SECTIONS 2 TO 9 AND 17, CHAPTER 855, OREGON LAWS 2009, AND SECTIONS 2 TO 7, CHAPTER 8, OREGON LAWS 2010. THIS INSTRUMENT DOES NOT ALLOW USE OF THE PROPERTY DESCRIBED IN THIS INSTRUMENT IN VIOLATION OF APPLICABLE LAND USE LAWS AND REGULATIONS. BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON ACQUIRING FEE TITLE TO THE PROPERTY SHOULD CHECK WITH THE APPROPRIATE CITY OR COUNTY PLANNING DEPARTMENT TO VERIFY THAT THE UNIT OF LAND BEING TRANSFERRED IS A LAWFULLY ESTABLISHED LOT OR PARCEL, AS DEFINED IN ORS 92.010 OR 215.010, TO VERIFY THE APPROVED USES OF THE LOT OR PARCEL, TO DETERMINE ANY LIMITS ON LAWSUITS AGAINST FARMING OR FOREST PRACTICES, AS DEFINED IN ORS 30.930, AND TO INQUIRE ABOUT THE RIGHTS OF NEIGHBORING PROPERTY OWNERS, IF ANY, UNDER ORS 195.300, 195.301 AND 195.305 TO 195.336 AND SECTIONS 5 TO 11, CHAPTER 424, OREGON LAWS 2007, SECTIONS 2 TO 9 AND 17, CHAPTER 855, OREGON LAWS 2009, AND SECTIONS 2 TO 7, CHAPTER 8, OREGON LAWS 2010.

**IN WITNESS WHEREOF**, the GRANTOR has caused this Deed to be executed in its name by

the Interim Director of Real Estate, Headquarters, U.S. Army Corps of Engineers, this \_\_\_\_ day of \_\_\_\_\_ 2022.

UNITED STATES OF AMERICA

By: \_\_\_\_\_  
PAULA S. JOHNSON-MUIC  
Interim Director of Real Estate  
Headquarters, U. S. Army Corps of Engineers

ACKNOWLEDGEMENT

STATE OF TEXAS     )  
                                  ) ss:  
COUNTY OF COLLIN )

I, \_\_\_\_\_, a Notary Public, in and for the State of Texas, do hereby certify that Paula S. Johnson-Muic, Interim Director of Real Estate, Headquarters, U.S. Army Corps of Engineers, known to me or proven through satisfactory evidence of identity to be the person whose name is subscribed to the foregoing document, appeared in person and acknowledged before me that the signature on the document was voluntarily affixed by her for the purposes therein stated and that she had due authority to sign the document in the capacity therein stated.

\_\_\_\_\_  
Notary Public

My Commission expires the \_\_\_\_ day of \_\_\_\_\_, 20 \_\_. day of \_\_\_\_\_, 2022.

ACCEPTANCE BY GRANTEE

The Columbia Development Authority, GRANTEE, hereby accepts this Deed Without Warranty for itself, its successors and assigns, subject to all of the conditions, reservations, restrictions and terms contained therein, this \_\_\_\_ day of \_\_\_\_\_ 2022.

Columbia Development Authority

By: \_\_\_\_\_

Title: \_\_\_\_\_

STATE OF OREGON )

) ss:

COUNTY OF \_\_\_\_\_ )

On this \_\_\_\_ day of \_\_\_\_\_, 2022, before me the undersigned, a Notary Public for the State of Oregon, personally appeared \_\_\_\_\_ who stated on oath that (he/she) is the \_\_\_\_\_ of the Columbia Development Authority and is authorized to execute the within instrument and acknowledged said instrument as the free and voluntary act of the Columbia Development Authority for the uses and purposes mentioned therein.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year hereinabove first written.

Notary Public for the State of \_\_\_\_\_

Residing at: \_\_\_\_\_

My Commission expires: \_\_\_\_\_

## LIST OF EXISTING EASEMENTS

### UMATILLA CHEMICAL DEPOT

#### MORROW AND UMATILLA COUNTIES

#### OREGON

This is a list of grants of easements for significant facilities supporting or passing through the Umatilla Chemical Depot. It is current as of February 2022.

DACA67-9-58-12, Easement for Electric Transmission Line, to Umatilla Electric Cooperative Association, Inc., term indefinite beginning 9 April 1958, Section 1 and 31, T5N, R26E, WM.

DACA67-2-03-72, Easement for Electric Power or Communication Facility, to Umatilla Electric Cooperative Association, term of 50 years from 1 October 2002 and ending 30 September 2052, over portions Sections 35 and 36, T5N, R27E, WM; and Section 1, T4N, R27E, WM.

DACA67-2-03-73, Easement for Electric Power or Communication Facility, to Umatilla Electric Cooperative Association, term of 50 years beginning 1 October 2002 and ending 30 September 2052, over portions Sections 12, 13, 24, and 25, T4N, R27E, WM.

DACA67-2-97-302, Easement for Electric Power or Communication Facility, to Umatilla Electric Cooperative Association, term of 50 years beginning 26 September 1997 and ending September 25, 2047, over portions of Sections 1, 12, 13, and 24, T4N, R27E, WM.

DACA67-3-17-66, License for National Guard Purposes, to State of Oregon, for an indefinite term beginning 27 November 2017, for use of Buildings 115, 53, 36, 30, 6, 77, M1 SIMNET, rifle range, tank commander's proficiency course and the Mobile Conduct of Fire Trainer Pad and associated lands.

DACA67-9-03-71, Consent to Cross U.S. Government Easement, to Umatilla Electric Cooperative, indefinite term beginning 8 October 2002, for construction of 115 KV electric transmission line over Tracts 26E and 27E in Sections 35 and 36, T5N, R27E, WM and Section 1, T4N, R27E, WM.

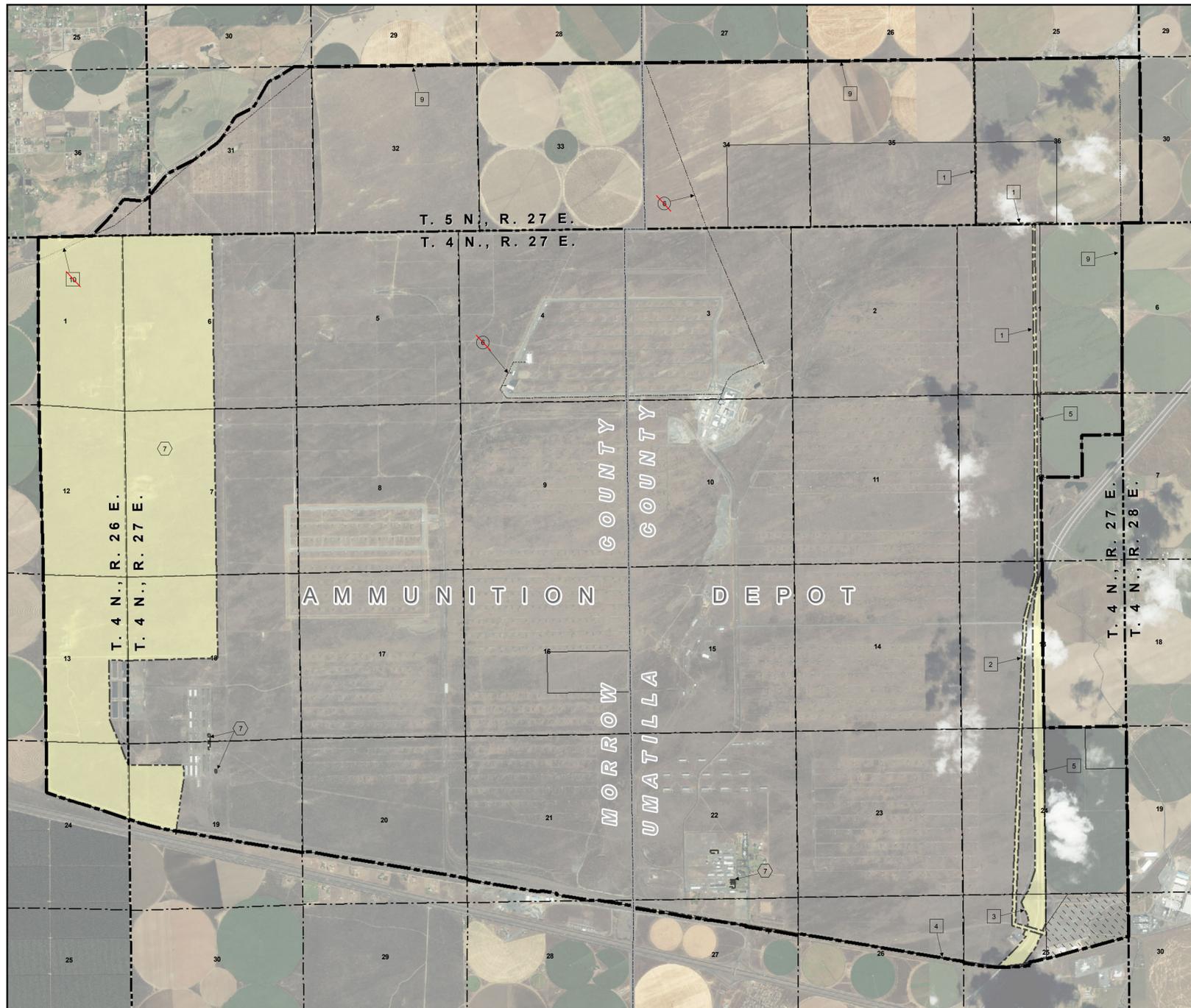
DACA67-2-83-72, Easement for Communication Facility, to Pacific Northwest Bell Telephone company/US West Communications, term of 50 years beginning 27 May 1983 and ending 26 May 2033, for buried cable lines in Section 25, T4N, R27E, WM, and Section 26, T4N, R27E, WM.

DACA67-2-82-137, Easement and Relinquishment of Access rights for a Section of the National System of Interstates and Defense Highways, to State of Oregon, term indefinite beginning 16 January 1984, for right of way expansion of I-82 on east boundary of UMCD.

DACA67-1-20-40, BRAC Lease to Columbia Development Authority (CDA) for 5,530.64 acres in Wildlife Area for solar exploration, igloo storage, and farming for a 5-year term beginning 27 November 2019 or until conveyed. Two subleases have been granted by the Lessor for farming and igloo storage. This lease will be terminated when the lands are conveyed to the CDA.

There have been and remain encroachments on the northwest corner of UCD, along the west boundary, and in the northeast corner from the adjacent farm operations.

The listed documents verifying specific known use of UCD by others are reflected on a map titled U.S. Army Umatilla Chemical Depot Index To Outgrants.



| OUTGRANT REGISTER  |                           |                 |  |               |  |        |
|--|---------------------------|-----------------|--|---------------|--|--------|
| CURRENT OUTGRANTS - EASEMENT, LEASES, LICENSES, PERMIT, CONSENTS |                           |                 |  |               |  |        |
| UNIT   | TERM                      | CONTRACT NUMBER | GRANTEE  | TYPE OF INST. | PURPOSE  | ACRES  |
| 1  | 1 OCT 2002 - 30 SEP 2052  | DACA67-2-03-72  | UMATILLA ELECTRIC COOPERATIVE ASSOC.               | EASEMENT      | R/W FOR CONSTRUCTION, OPERATION & MAINTANCE OF AN ELECTRICAL DISTRIBUTION LINE   | 18.53  |
| 2  | 1 OCT 2002 - 30 SEP 2052  | DACA67-2-03-73  | UMATILLA ELECTRIC COOPERATIVE ASSOC.               | EASEMENT      | R/W FOR CONSTRUCTION, OPERATION & MAINTANCE OF AN ELECTRICAL DISTRIBUTION LINE   | 42.05  |
| 3  | 16 JAN 1984 - INDEFINITE  | DACA67-2-82-137 | STATE OF OREGON, DEPT. OF TRANS.                   | EASEMENT      | R/W CONTROLLED-ACCESS HIGHWAY, AS A PART OF NATIONAL SYSTEM OF INTERSTATE & DEFENSE HWYS.  | 108.00 |
| 4  | 27 MAY 1983 - 26 MAY 2033 | DACA67-2-83-72  | US WEST COMMUNICATION, INC                         | EASEMENT      | R/W FOR BURIED CABLE   | 2.19   |
| 5  | 26 SEP 1997 - 25 SEP 2047 | DACA67-2-97-302 | UMATILLA ELECTRIC COOPERATIVE ASSOC.               | EASEMENT      | R/W FOR CONSTRUCTION, OPERATION & MAINTANCE OF AN ELECTRICAL DISTRIBUTION LINE   | 7.28   |
| 6  | 29 OCT 1998 - 28 OCT 2000 | DACA67-9-98-62  | CASCADE NATURAL GAS                                | ROE           | ROE TO CONSTRUCT GAS LINE  |        |
| 7  | 1 JAN 2008 - 31 DEC 2017  | DACA67-3-08-109 | STATE OF OREGON                                    | LICENSE       | TO USE & OCCUPY FOR TRAINING AND SUPPORT OF OREGON NATIONAL GUARD, BLDG. 115 & COMPOUND, 53, 36, 30, MOBL FIRE TRAINPAD AND 2,080 ACRES ± OF LANDS |        |
| 8  | 1-AUG 1975 - 31-JUL 2000  | DACA67-1-76-124 | US WEST COMMUNICATION, INC                         | LEASE         | USE OF BLDG NO 2   |        |
| 9  | 9 APR 1958 - INDEFINITE   | DACA67-9-58-12  | UMATILLA ELECTRIC COOPERATIVE ASSOC.               | EASEMENT      | EASEMENT AND CONSENT TO EASEMENT R/W FOR ELECTRICAL TRANSMISSION LINE  | 105.00 |
| 10   | 9 APR 1958 - 8 APR 2008   | DACA67-2-58-11  | UMATILLA ELECTRIC COOPERATIVE ASSOC.               | EASEMENT      | R/W FOR ELECTRICAL DISTRIBUTION LINE   | 2.75   |
| 11   | 23-DEC-1993 - 22-DEC-1998 | DACA67-2-94-88  | LAMB-WESTON, INC                                   | EASEMENT      | A R/W FOR UNDERGROUND WATER PIPES  |        |
| 12   | 15 MAY 1995 - 14 MAY 2001 | DACA67-3-95-128 | THE AMERICAN RED CROSS                             | LICENSE       | APPROX. 17,176 SQ FT OF STORAGE SPACE IN KLOOS 953-956, 941-943, & 945   |        |
| 13   | 7 NOV 1994 - 6 NOV 1999   | DACA67-3-95-39  | OREGON STATE POLICE OFFICE OF EMERGENCY MANAGEMENT | LICENSE       | TO BE LOCATED IN BLDG. 32  |        |
| 14   | 16 JUL 1993 - 15 JUL 1998 | DACA67-2-98-168 | US WEST COMMUNICATION, INC                         | EASEMENT      | UNDERGROUND COMMUNICATION LINE   |        |
| 15   | 8 OCT 2002 - INDEFINITE   | DACA67-9-03-71  | UMATILLA ELECTRIC COOPERATIVE ASSOC.               | EASEMENT      | CONSENT TO CROSS   |        |



T. 4&5 N., R. 26 E., W.M.  
T. 4&5 N., R. 27 E., W.M.

LEGEND

- RESERVATION LINE
- TYPE OF INSTRUMENT
- EASEMENT  [E]
- LEASE  [LE]
- PERMIT  [P]
- LICENSE  [U]
- ROE & CONSENT  [O]

Attachment U.1.7.

| DATE      | REVISIONS (READ UP)  | BY  | DATE      | REVISIONS (READ UP)  | BY |
|-----------|--|-----|-----------|--|----|
|           |  |     | 27-Jun-94 | Added Unit No. 19.   | DS |
|           |  |     | 7-Dec-93  | Added Unit No. 18.   | DS |
|           |  |     | 23-Sep-93 | Added the termination date to Unit No. 12.   | DS |
|           |  |     | 6-May-93  | Terminated 31 Jul 93 for Unit No. 4.   | DS |
| 19-Sep-13 | CREATED NEW OUTGRANT MAP & UPDATED REGISTER                | JEF | 18-Mar-93 | Added Outgrant Register No. 17.  | DS |
| 10-Oct-96 | Name changes per Permanent Order No. 284-7 dtd. 10 Oct 96. | SDM | 6-Dec-89  | Added suppression note to Unit No. 2.  | DS |
| 8-Dec-98  | Added Unit No. 23.   | DS  | 11-Oct-89 | Added Outgrant Register No. 14.  | DS |
| 8-Dec-98  | Added the termination dates to Unit Nos 12, 20 & 22.       | DS  | 18-Aug-89 | Added the termination date to Outgrant Register entry No. 13.  | DS |
| 8-Dec-98  | Added Unit No. 22.   | DS  | 10-Apr-89 | Added suppression note to Unit No. 10.   | DS |
| 20-Oct-95 | Added Unit No. 21.   | DS  | 3-Nov-87  | Terminated 22 Feb 1987 for Outgrant Register entry No. 7.  | DS |
| 11-Jul-95 | Added Unit No. 20.   | DS  | 18-Mar-87 | Revised outgrant locations or configurations for outgrant nos. 4, 6, 8, 9 & T-112 and addition of Bldgs of S-102 & S-103 and changed designation fr. T to S. | DS |
| 25-Oct-94 | Terminated 19 Aug 94 for Unit No. 17.                      | DS  | 13-Nov-85 | Revised Outgrant Register for DACA67-3-84-92, deletion of Bldg of T-111  | DS |

DEPARTMENT OF THE ARMY  
U. S. ARMY ENGINEER DISTRICT SEATTLE  
CORPS OF ENGINEERS  
NORTH PACIFIC DIVISION

**REAL ESTATE**  
**U.S. ARMY UMATILLA CHEMICAL DEPOT**  
**INDEX TO OUTGRANTS**  
MILITARY RESERVATION

DATE: 6 MAY 1947

CHIEF, REAL ESTATE DIVISION COLONEL, CORPS OF ENGINEERS, DISTRICT COMMANDER

US ARMY CORPS OF ENGINEERS, WA DC 20314

SCALE IN FEET  
0 100 200 300 400

INSTALLATION OR PROJECT NO. SHEET 1 OF 1 DRAWING NO. SE-RE-7201

(ER 405-1-11 AND EP 405-1-2) ENG FORM 1456-A

ROAD, NOISE, SAFETY AND UTILITY RIGHTS-OF-WAY (TO BE RESERVED EASEMENTS), 2,646.01 ACRES

SUMMARY-INTEREST, TRACT NUMBER, AND ACREAGE

RIGHTS-OF-WAY IN PERPETUITY

Roads, 60 feet wide:

Tract 102E-3, 0.49 acre, Ordnance Road/Cedar Street, non-exclusive use, paved, located off of I-84

Tract 102E-11, 0.09 acre, Irrigon-Ordnance Road, non-exclusive use, paved, located in the NW corner of UCD.

Railroads, 100 feet wide: (All located SW of cantonment area)

Tract 103E-1, 12.23 acres, Track No 752,

Tract 103E-2, 0.53 acre, Track No 753,

Tract 103E-3, 0.56 acre, Track No 754.

Electrical Lines, 20 feet wide:

Tract 105E-3, 0.10 acre, located in south adjacent to main access road.

Tract 105E-12, 0.11 acre, located east of cantonment, NS line from EW main line,

Telephone Lines, 20 feet wide:

Tract 107E-1, Parcels 1 and 2, 0.15 acre, located adjacent to main entrance.

Safety:

|                                       |              |
|---------------------------------------|--------------|
| Right-of-Way Ptn Tract 111E (Parcel), | 11.40 Acres  |
| Right-of-Way Ptn Tract 111E (Canal),  | 8.22 Acres   |
| Right-of-Way Ptn Tract 111E (Roads),  | 44.12 Acres  |
| Right-of-Way Tract 112E,              | 640.61 Acres |

|                             |              |
|-----------------------------|--------------|
| Total Safety Rights-of-Way: | 704.35 Acres |
|-----------------------------|--------------|

Noise:

Tract 114E 1,796.18 Acres

Water Right with Priority and Reservation

Water Certificate 91003

RIGHTS-OF-WAY FOR A TERM OF 7 YEARS

Roads, 60 feet wide:

Tract 102E-1, 9.59 acres, Juniper Road, paved, located in SW.

Tract 102E-2, 0.79 acres, H Block, Road F, unpaved.

Tract 102E-4, 28.42 acres, South and West Patrol Roads, partial paved.

Tract 102E-5, 3.17 acre, Third Street and F Avenue, partial paved.

Tract 102E-6, 6.92 acres, Sixth Street and N Avenue, partial paved.

Tract 102E-7, 2.71 acres, M Avenue, partial paved.

Tract 102E-8, 12.30 acres, Rim and Badger Roads, paved. Located south of demil site.

Tract 102E-9, 0.69 acre, K Block Road, paved,

Tract 102E-10, 6.36 acres, Greasewood Road, paved, located SW of demil site,

Electrical Lines, 20 feet wide:

Tract 105E-1, Parcels 1, 2, and 3, 9.76 acres, located in south,

Tract 105E-2, Parcels 1, 2, and 3, 4.95 acres, located in SW,

Tract 105E-4, 0.10 acre, located SW of cantonment, NS line from EW line.

Tract 105E-5, 0.11 acre, located SW of cantonment, NS line from EW line.

Tract 105E-6, 3.19 acres, located between F and H Blocks, NS line from EW line.

Tract 105E-7, 1.23 acres, connection thru Red Cross area,

Tract 105E-10, 1.51 acres, located east of cantonment,

Tract 105E-11, 1.01 acres, located east of cantonment,

Tract 105E-13, 0.10 acre, located east of main road, NS line from EW main line.

Water Lines, 20 feet wide:

Tract 101E-1, 7.94 acres, located in SW,

Tract 101E-2, 0.34 acre, includes pipeline, located just N of cantonment area,

Tract 113E-1, 0.15 acre, water tower, structure No 141, located in SW,

Tract 113E-2, 0.15 acre, pump house, structure No 161, located in SW,

Tract 113E-3, 0.15 acre, pump house, structure No 160 and Communication vault, located in SW,

Tract 113E-4, 0.11 acre, pump house, structures No 133 and 135, located in SW.

Water Rights:

Right to withdraw water in amount of 996 gpm or 2.22 cfs authorized under Certificates 33765 and 33988 at Wells 4 and 5.

Sanitary Sewer and Storm Drain Lines, 20 feet wide:

Tract 104E, 2.45 acres, located in south.

Telephone Lines, 20 feet wide:

Tract 107E-3, 6.98 acres, located from 100/200 area east,

Tract 107E-4, 3.96 acres, located from 100 area east,

Tract 107E-6, Parcels 1, 2, 3, and 4, 4.42 acres, located from K Block to demil site and south.

Tract 107E-7, Parcels 1 and 2, 1.23 acres, located east of Rim Road South thru Red Cross area.

Tract 107E-8, Parcels 1, 2, and 3, 10.43 acres, located in 100 Area on South Patrol Road.

IRRIGATION CANAL RIGHT-OF-WAY (TO BE RESERVED EASEMENT FOR BUREAU OF RECLAMATION), 8.22 ACRES

Tract D2, located in Government Lots 1&2, 8.22 acres, located in Section 1, T4N, R26E, WM.

(Updated to 15 July 2022)

## RIGHTS OF WAY- ESTATES AND TRACT NUMBERS

The following rights-of-way estates are assigned to the National Guard Bureau. These rights-of-way will be reserved as easements to the Army in a Deed to the Columbia Development Authority when the lands under the rights-of-way are conveyed in 2022. After that deed is recorded these reserved easements will be reassigned to the NGB by a revised DD Form 1354.

### Perpetual Road Rights of Way:

A perpetual and assignable right-of-way in, on, over, and across Tract Nos. 102E-3 and 102E-11 for the location, construction, operation, maintenance, alteration, and replacement of roads and appurtenances thereto; together with the right to trim, cut, fell, and remove therefrom all trees, underbrush, obstructions, and other vegetation, structures, or obstacles within the limits of the right-of-way; subject, however, to existing easements for public roads and highways, public utilities, railroads, and pipelines.

### Perpetual Railroad Rights of Way:

A perpetual and assignable non-exclusive right-of-way in, on, over, and across Tract Nos. 103E-1, 103E-2 and 103E-3 for the location, construction, operation, maintenance, alteration, and replacement of a railroad and appurtenances thereto; together with the right to trim, cut, fell, and remove therefrom all trees, underbrush, obstructions, and other vegetation, structures, or obstacles within the limits of the right-of-way; subject, however, to existing easements for public roads and highways, public utilities, railroads and pipelines.

### Perpetual Electrical Power Transmission Line Rights of Way:

A perpetual and assignable right-of-way in, on, over, and across Tract Nos. 105E-3 and 105E-12 for the location, construction, operation, maintenance, alteration, repair, and patrol of electrical power transmission lines, above and below the ground; together with the right to trim, cut, fell, and remove therefrom all trees, underbrush, obstructions, and other vegetation, structures, or obstacles within the limits of the right-of-way; subject, however, to existing easements for public roads and highways, public utilities, railroads, and pipelines.

### Perpetual Telecommunication Line Right-of-way:

A perpetual and assignable right-of-way in, on, over, and across Tract No. 107E-1 for the

location, construction, operation, maintenance, alteration, repair, and patrol of telecommunication lines, above and below the ground; together with the right to trim, cut, fell, and remove therefrom all trees, underbrush, obstructions, and other vegetation, structures, or obstacles within the limits of the right-of-way; subject, however, to existing easements for public roads and highways, public utilities, railroads, and pipelines.

#### Perpetual Safety Rights-of-Way:

A perpetual and assignable right-of-way for the establishment, maintenance, operation and use for a safety area in, on, over and across Tracts Nos. 111E, and 112E, consisting of the right to prohibit human habitation; the right to remove buildings presently or hereafter being used for human habitation; the right to prohibit gatherings of more than twenty-five (25) persons; the right to post signs indicating the nature and extent of the Government's control; and the right of ingress and egress over and across said land for the purpose of exercising the rights set forth herein; subject, however, to existing easements for public roads and highways, public utilities, railroads and pipelines.

#### Perpetual Noise Emission Right-of-way:

A perpetual and assignable right-of-way for the emission of noise at or above 104db, in, on, over and across Tract No. 114E in connection with the construction, operation and maintenance of a firing range on appurtenant lands of the United States, reserving, however, to the landowners, their heirs and assigns, all such rights and privileges as may be used without interfering with or abridging the rights and easement hereby acquired; subject, however, to existing easements for public roads and highways, public utilities, railroads and pipelines.

#### Perpetual 500' Height Restriction Easement:

A perpetual and assignable right-of-way for the establishment, maintenance, operation and use for a height restriction in, on, over and across Tract No. 115E, consisting of the right to cut to the ground level and to remove trees, bushes, shrubs, and any other perennial growth or undergrowth infringing upon or extending into or above 500 ft. above the ground surface; to cut to the ground level and to remove trees, bushes, shrubs, and any other perennial growth or undergrowth which could in the future infringe upon or extend into or above 500 ft. above the ground surface; to remove, raze, or destroy those portions of buildings, other structures (including mobile objects), and land infringing on or extending into or above 500 ft. above the ground surface; to prohibit the future construction of buildings or other structures (including mobile objects) from infringing on or extending into or above 500 ft above ground surface; and the right of ingress and egress over and across said land for the purpose of exercising the rights set forth herein; reserving, however, to the landowners, their heirs and assigns, all such rights and privileges as may be used without interfering with or abridging the rights and easement hereby acquired; subject, however, to existing easements for public roads and highways, public utilities, railroads and pipelines.

#### Temporary Road Rights of Way:

A temporary and assignable right-of-way for a term of seven (7) years in, on, over, and across Tract Nos. 102E-1, 102E-2, 102E-4, 102E-5, 102E-6, 102E-7, 102E-8, 102E-9, 102E-10, for the location, construction, operation, maintenance, alteration, and replacement of roads and appurtenances thereto; together with the right to trim, cut, fell, and remove therefrom all trees, underbrush, obstructions, and other vegetation, structures, or obstacles within the limits of the right-of-way, reserving, however, to the landowners, their heirs and assigns, the right to cross over or under the right-of-way as access to their adjoining land, subject, however, to existing easements for public roads and highways, public utilities, railroads, and pipelines. Upon termination of this right-of-way, all roads and appurtenances may be removed or abandoned in place.

#### Temporary Electrical Power Transmission Line Rights of Way:

A temporary and assignable right-of-way for a term of seven (7) years in, on, over, and across Tracts Nos. 105E-1, 105E-2, 105E-4, 105E-5, 105E-6, 105E-7, 105E-10, 105E-11, and 105E-13 for the location, construction, operation, maintenance, alteration, repair, and patrol of electrical power transmission lines, above and below the ground; together with the right to trim, cut, fell, and remove therefrom all trees, underbrush, obstructions, and other vegetation, structures, or obstacles within the limits of the right-of-way; reserving, however, to the landowners, their heirs and assigns, all such rights and privileges as may be used without interfering with or abridging the rights and easement hereby acquired; subject, however, to existing easements for public roads and highways, public utilities, railroads, and pipelines. Upon termination of this right-of-way, all fixtures and facilities may be removed or abandoned in place.

#### Temporary Water Pipeline Right-of-way and Temporary Water Rights Use:

A temporary and assignable right-of-way for a term of seven (7) years in, on, over, and across Tract Nos. 101E-1, 101E-2, 113E-1, 113E-2, 113E-3 and 113E-4, for the location, construction, operation, maintenance, alteration, repair, and patrol of water pipelines and appurtenances, including but not limited to a water tower and pumps and pump houses, above and below the ground; together with the right to withdraw water in the amount of 996 gpm for a seven (7) year term from Well numbers 4 and/or 5 in accordance with Water Rights Certificates 33765 and/or 33988; and together with the right to trim, cut, fell, and remove therefrom all trees, underbrush, obstructions, and other vegetation, structures, or obstacles within the limits of the right-of-way; reserving, however, to the landowners, their heirs and assigns, all such rights and privileges as may be used without interfering with or abridging the rights and easement hereby acquired; subject, however, to existing easements for public roads and highways, public utilities, railroads, and pipelines. Upon termination of this right-of-way, all fixtures and facilities may be removed by the Grantor or abandoned in place.

#### Temporary Sanitary Sewer and Storm Drain Pipeline Right-of-way:

A temporary and assignable right-of-way for a term of seven (7) years in, on, over, and

across Tract No. 104E for the location, construction, operation, maintenance, alteration, repair, and patrol of sanitary sewer and storm drain pipelines, above and below the ground; together with the right to trim, cut, fell, and remove therefrom all trees, underbrush, obstructions, and other vegetation, structures, or obstacles within the limits of the right-of-way; reserving, however, to the landowners, their heirs and assigns, all such rights and privileges as may be used without interfering with or abridging the rights and easement hereby acquired; subject, however, to existing easements for public roads and highways, public utilities, railroads, and pipelines. Upon termination of this right-of-way, all fixtures and facilities may be removed or abandoned in place.

#### Temporary Telecommunication Line Right-of-Way:

A temporary and assignable right-of-way for a term of seven (7) years, in, on, over, and across Tracts Nos. 107E-3, 107E-4, 107E-6, 107E-7 and 107E-8 for the location, construction, operation, maintenance, alteration, repair, and patrol of telecommunication lines, above and below the ground; together with the right to trim, cut, fell, and remove therefrom all trees, underbrush, obstructions, and other vegetation, structures, or obstacles within the limits of the right-of-way; reserving, however, to the landowners, their heirs and assigns, all such rights and privileges as may be used without interfering with or abridging the rights and easement hereby acquired; subject, however, to existing easements for public roads and highways, public utilities, railroads, and pipelines. Upon termination of this right-of-way, all fixtures and facilities may be removed or abandoned in place.

This right-of-way will be reserved as an easement to the Bureau of Reclamation in a Deed to the Columbia Development Authority when the lands under the right-of-way are conveyed in 2022.

#### Perpetual Irrigation Canal Right-of-Way

A perpetual and assignable right-of-way in, on, over, and across Tract D2 for the maintenance, operation and use of an irrigation canal; together with the right to trim, cut, fell, and remove therefrom all trees, underbrush, obstructions, and other vegetation, structures, or obstacles within the limits of the right-of-way; reserving, however, to the landowners, their heirs and assigns, all such rights and privileges as may be used without interfering with or abridging the rights and easement hereby acquired; subject, however, to existing easements for public roads and highways, public utilities, railroads, and pipelines.

**TRACT D2 LEGAL DESCRIPTION**

A tract of land situated in Governments Lots 1 & 2 of Section 1, T.4N., R.26E., W.M., Morrow County, Oregon, being more particularly described as follows;

Beginning at the aluminum monument designated D-6, said monument being on the north line of said Section 1, and being N89°03'12"E, 239.04 ft. from the S1/4 corner of Section 36, T.5N., R.26E.;

Thence N89°03'12"E along the said north line of Section 1, 568.32 ft. to a 5/8 pin with a 1-1/2" aluminum cap designated D2-7;

Thence S42°19'39"W, 94.15 ft. to a 5/8 pin with a 1-1/2" aluminum cap designated D2-6;

Thence S73°38'15"W, 516.28 ft. to a 5/8 pin with a 1-1/2" aluminum cap designated D2-5;

Thence S52°44'10"W, 275.06 ft. to a 5/8 pin with a 1-1/2" aluminum cap designated D2-4;

Thence S38°31'04"W, 356.38 ft. to a 5/8 pin with a 1-1/2" aluminum cap designated D2-3;

Thence S58°28'38"W, 526.23 ft. to a 5/8 pin with a 1-1/2" aluminum cap designated D2-2;

Thence S84°17'55"W, 281.73 ft. to a 5/8 pin with a 1-1/2" aluminum cap designated D2-1;

Thence N00°16'19"W, 200.90 ft. to a 5/8 pin with a 1-1/2" aluminum cap designated D-1;

Thence N84°17'55"E, 216.87 ft. to a 5/8 pin with a 1-1/2" aluminum cap designated D-2;

Thence N58°28'38"E, 445.20 ft. to a 5/8 pin with a 1-1/2" aluminum cap designated D-3;

Thence N38°31'04"E, 346.14 ft. to a 5/8 pin with a 1-1/2" aluminum cap designated D-4;

Thence N52°44'10"E, 336.89 ft. to a 5/8 pin with a 1-1/2" aluminum cap designated D-5;

Thence N73°38'15"E, 85.74 to the POINT OF BEGINNING.

Containing 8.22 Acres

All according to:  
Morrow County Map of Survey #2016-1752D  
Umatilla County Map of Survey #16-018-C  
Refer to Sheet 9, Detail 9-2 of said Survey.



The preceding legal descriptions are partially based on a surveys done by Ferguson Survey & Engineering for the Oregon Military Department, titled "**Camp Rees License Boundary**". Filed in both Morrow County as Map of Survey #2014-1712C and in Umatilla County as Map of Survey #14-119-B, and a survey done for Columbia Development Authority, titled "**Umatilla Depot Survey**". Filed in both Morrow County as Map of Survey #2016-1752D and in Umatilla County as Map of Survey #16-018-C:

**WATER INFRASTRUCTURE:**

All lines are 20.00 feet in width, 10.00 feet on each side of the following described centerlines, sidelines to be lengthened and shortened, more particularly describe as:

**Tract 101E-1:**

**Commencing** at the West Corner of Section 21, T. 4 N., R. 27 E., W.M., thence N40°02'20"W, 254.45 ft. to a point on the boundary of Camp Rees as identified on a survey filed in both Morrow County (2014-1712C) and in Umatilla County (14-119-B), titled "Camp Rees License Boundary", said point also being the **Point of Beginning**;

Thence N81°05'55"W, 638.41 ft.;

Thence N81°06'39"W 2,181.72 ft.;

Thence N81°47'28"W, 2,156.88 ft.;

Thence N74°56'23"W, 721.85 ft.;

Thence N76°25'14"W, 478.39 ft.;

Thence N58°26'19"W, 1,609.00 ft.;

Thence N85°04'14"W, 73.29 ft.;

Thence S89°34'44"W, 270.56 ft.;

Thence N89°54'29"W, 28.99 ft. to **Point "A1"**;

Thence N89°54'30"W, 24.23 ft. to **Point "A2"**;

Thence N89°54'29"W, 138.99 ft. to **Point "A3"**;

Thence S00°42'00"E, 746.98 ft.;

Thence S86°30'45"W, 119.16 ft.;

Thence S89°03'35"W, 51.56 ft. to **Point "A4"**;

Thence continuing S89°03'35"W, 163.60 ft. to its **Point of Terminus**.

***Continued:***

**Beginning** at **Point "A1**, as described above;

Thence S01°31'53"W, 23.06 ft. to its **Point of Terminus**.

***Continued:***

**Beginning** at **Point "A2**, as described above;

Thence N00°10'12"W, 43.65 ft.;

Thence S89°57'44"W, 139.29ft. to **Point "A5"**;

Thence S00°34'01"E, 43.33 ft. to **Point "A3"** and its **Point of Terminus**.

***Continued:***

**Beginning** at **Point "A4**, as described above;

Thence S00°16'46"E, 21.79 ft. to its **Point of Terminus**.

**Continued:**

**Beginning** at **Point "A5**, as described above;  
Thence N00°40'04"W, 703.03 ft.;  
Thence N00°40'29"W, 707.51 ft.;  
Thence N01°05'59"W, 697.06 ft.;  
Thence S89°05'22"W, 382.81 ft.;  
Thence S89°54'55"W, 373.33 ft. to **Point "A6"**;  
Thence S89°24'42"W, 1,826.42 ft. to its **Point of Terminus**.

**Continued:**

**Beginning** at **Point "A6**, as described above;  
Thence S00°06'20"W, 708.20 ft.;  
Thence S02°17'05"E, 342.09 ft.;  
Thence S87°43'35"W, 342.09 ft. to **Point "A7"**;  
Thence S89°09'16"W, 255.94 ft. to **Point "A8"**;  
Thence S89°38'29"W, 1,324.70 ft. to its **Point of Terminus**.

**Continued:**

**Beginning** at **Point "A7**, as described above;  
Thence N03°07'48"W, 44.77 ft. to its **Point of Terminus**.

**Continued:**

**Beginning** at **Point "A8**, as described above;  
Thence N00°00'15"W, 46.05 ft. to its **Point of Terminus**.

Contains 7.94 Acres.

**Tract 101E-2:**

**Commencing** at the Center of Section 22, T. 4 N., R. 27 E., W.M., thence S51°02'42"W, 592.48 ft. to a point on the boundary of Camp Rees being the **Point of Beginning**;  
Thence N06°10'13"W, 73.80 ft.;  
Thence N03°32'17"W, 661.05 ft., more or less, to its **Point of Terminus**.

Contains 0.34 Acres.

**ROADS:**

All roads are 60.00 feet in width, 30.00 feet on each side of the following described centerlines, sidelines to be lengthened and shortened, more particularly describe as:

**Tract 102E-1 (Juniper Road):**

**Commencing** at the Southeast Corner of Section 20, T. 4 N., R. 27 E., W.M., thence N38°43'53"W 1,228.61 ft. to the **Point of Beginning**;

Thence N44°23"W, 5,252.78 ft. to **Point "B"**, said point being at its intersection with H Block, Road F;

Thence N44°45"W, 1,738.40 ft., more or less, to a point on the boundary of Camp Rees and the **Point of Terminus**.

Contains 9.59 Acres.

**Tract 102E-2 (H Block, Road F):**

**Beginning** at **Point "B"**, as described above, Thence N89°19'12"E, 590.73 ft. more or less, to a point on the boundary of Camp Rees and the **Point of Terminus**.

Contains 0.79 Acres.

**Tract 102E-3 (Ordnance Road (aka Cedar Street)):**

**Commencing** at the Southeast Corner of Section 22, T. 4 N., R. 27 E., W.M., thence S59°40'33"W 1,835.18 ft. to a point on joint boundary of Umatilla Chemical Depot and the Union Pacific Railroad Co. Right-of-Way, also being the **Point of Beginning**;

Thence N47°59"W, 357.00 ft., more or less, to a point on the boundary of Camp Rees and the **Point of Terminus**.

Contains 0.49 Acres.

**Tract 102E-4 (South and West Patrol Roads):**

**Commencing** at the Southeast corner of Section 21, T. 4 N., R. 27 E., W.M., thence S85°59'29"E 1,642.14 ft. to a point on the boundary of Camp Rees being the **Point of Beginning**;

Thence S39°37"E, 160.58 ft. to the beginning of a 105 ft. radius curve to the right;

Thence along said 105.00 ft. radius curve right, 183.41 ft. (the long chord of which bears S49°22'49"W, 160.97 ft.);

Thence N80°34'44"W, 7,687.40 ft. to its intersection with Juniper Road;

Thence N80°34'19"W, 3,419.58 ft.;

Thence N80°36'30"W, 3,447.56 ft. to the beginning of a 120 ft. radius curve to the right;

Thence along said 120.00 ft. radius curve right, 167.40 ft. (the long chord of which bears N40°38'37"W, 154.40 ft.);

Thence N40°43"W, 2,557.44 ft. to **Point "C"**, said point also being the intersection with Third Street;

Thence N45°40"W, 3,043.21 ft., more or less, to a point on the boundary of Camp Rees and the **Point of Terminus**.

Contains 28.42 Acres.

**Tract 102E-5 (Third Street and F Avenue):**

**Beginning** at **Point "C"**, as described above;  
Thence S79°26'00"W, 110.06 ft. to the beginning of a 630 ft. radius curve to the right;  
Thence along said 630 ft. radius curve right, 109.36 ft. (the long chord of which bears S84°24'21"W, 109.22 ft.);  
Thence S89°22'44"W, 220.59 ft. to the beginning of a 400 ft. radius curve to the right;  
Thence along said 400 ft. radius curve right, 85.35 ft. (the long chord of which bears N84°30'32"W, 85.19 ft.);  
Thence N78°23'46"W, 49.12 ft. to the beginning of a 400 ft. radius curve to the left;  
Thence along said 400 ft. radius curve left, 86.56 ft. (the long chord of which bears N84°35'45"W, 86.40 ft.);  
Thence S89°12'16"W, 608.36 ft.;  
Thence N34°53"W, 1,052.10 ft. to **Point "D"**, said point also being **Point of Terminus**.  
Contains 3.17 Acres.

**Tract 102E-6 (Sixth Street and N Avenue):**

**Beginning** at **Point "D"**, as described above;  
Thence S89°14'35"W, 1,863.03 ft. to **Point "E"**, said point being at its intersection with M Ave.;  
Thence S89°23'08"W, 643.06 ft.;  
Thence N40°09"W, 1,900.95 ft.;  
Thence N89°21'49"E, 643.61 ft. to its **Point of Terminus**.

Contains 6.92 Acres.

**Tract 102E-7 (M Avenue):**

**Beginning** at **Point "E"**, as described above;  
Thence N39°09"W, 1,901.20 ft.;  
Thence N25°46"W, 98.00 ft., more or less, to a point on the boundary of Camp Rees and the **Point of Terminus**.

Contains 2.71 Acres.

**Tract 102E-8 (Rim and Badger Roads):**

**Commencing** at the Northeast corner of Section 15, T. 4 N., R. 27 E., W.M., thence S41°15'49"E 2,675.23 ft. to a point on the boundary of Camp Rees being the **Point of Beginning**;  
Thence N44°18"W, 2,168.03 ft.;  
Thence N46°39"W, 1,093.64 ft. to the beginning of a 385.97 ft. radius curve to the left;

Thence along said 385.97 ft. radius curve left, 287.40 ft. (the long chord of which bears N22°06'33"W, 280.80 ft.), to a 353.46 ft. curve to the right;

Thence along said 353.46 ft. radius curve right, 316.67 ft. (the long chord of which bears N17°46'28"W, 306.18 ft.);

Thence N07°53'31"E, 240.19 ft. to the beginning of a 1,106.36 ft. radius curve to the left;

Thence along said 1,106.36 ft. radius curve left, 890.47 ft. (the long chord of which bears N15°09'57"W, 866.63 ft.);

Thence N38°13'25"W, 1,099.57 ft.;

Thence N38°17'08"W, 915.39 ft. to the beginning of a 571.58 ft. radius curve to the left;

Thence along said 571.58 ft. radius curve left, 523.94 ft. (the long chord of which bears N64°32'45"W, 505.79 ft.);

Thence S89°11'39"W, 1,425.37 ft., more or less, to a point on the boundary of Camp Rees and the **Point of Terminus**.

Contains 12.30 Acres.

**Tract 102E-9 (K Block Road):**

**Commencing** at the Northwest corner of Section 10, T. 4 N., R. 27 E., W.M., thence S24°48'14"E 592.97 ft. to a point of intersection between Badger Road and K Block Road, said point being the **Point of Beginning**;

Thence N35°49"W, 514.04 ft., more or less, to a point on the boundary of Camp Rees and the **Point of Terminus**.

Contains 0.69 Acres.

**Tract 102E-10 (Greasewood Road):**

**Commencing** at the Northwest corner of Section 10, T. 4 N., R. 27 E., W.M., thence S67°45'37"E 1,383.82 ft. to a point of intersection between Badger Road and Greasewood Road, said point being the **Point of Beginning**;

Thence S30°38"E, 524.02 ft.;

Thence S58°13"E, 421.58 ft.;

Thence S42°34"E, 883.34 ft.;

Thence S45°27"E, 869.35 ft. to the beginning of a 603.94 ft. radius curve to the right;

Thence along said 603.94 ft. radius curve right, 564.18 ft. (the long chord of which bears S26°07'44"W, 543.89 ft.);

Thence S52°26'47"W, 1,033.73 ft. to the beginning of a 550.24 ft. radius curve to the left;

Thence along said 550.24 ft. radius curve left, 328.25 ft. (the long chord of which bears S35°21'23"W, 323.40 ft.), more or less, to a point on the boundary of Camp Rees and the **Point of Terminus**.

Contains 6.36 Acres.

**Tract 102E-11 (Irrigon-Ordnance Road):**

**Commencing** at the North Corner of Section 6, T. 4 N., R. 27 E., W.M., thence N89°05'20"E, 368.01 ft. to a point of curvature and the **Point of Beginning**;

Thence along an 876.70 ft. radius curve right, 62.66 ft. (the long chord of which bears S17°38'25"E, 62.66 ft., more or less, to a point on the boundary of Camp Rees and the **Point of Terminus**.

Contains 0.09 Acres.

### **RAILROADS:**

All lines are 100.00 feet in width, 50.00 feet on each side of the following described centerlines, sidelines to be lengthened and shortened, more particularly describe as:

#### **Tract 103E-1 (Track No. 752):**

**Beginning** at the point of intersection of the proposed centerline of Track #752 and the northerly right of way of the Union Pacific Railroad, said point being 542.14 ft. south and 1,854.63 ft. east of the Northwest corner of Section 27, T. 4 N., R. 27 E., W.M.;

Thence along the centerline of the proposed Track #752 as follow:

Thence along a 610.01 ft. radius curve right, 61.61 ft. (the long chord of which bears N56°32'30"W, 61.58 ft.);

Thence N53°27'54"W, 179.20 ft.;

Thence along a 573.69 ft. radius curve left, 270.57 ft. (the long chord of which bears N66°58'35"W, 268.07 ft.);

Thence N80°29'16"W, 115.87 ft.;

Thence N74°14'53"W, 517.35 ft.;

Thence N74°15'27"W, 136.80 ft.;

Thence along a 740.00 ft. radius curve left, 81.65 ft. (the long chord of which bears N77°24'31"W, 81.61 ft.);

Thence N80°34'10"W, 954.65 ft.;

Thence along a 740.00 ft. radius curve left, 88.46 ft. (the long chord of which bears N83°59'39"W, 88.41 ft.);

Thence N87°25'08"W, 318.12 ft.;

Thence along a 740.00 ft. radius curve right, 88.46 ft. (the long chord of which bears N83°59'39"W, 88.41 ft.);

Thence N80°34'10"W, 281.33 ft.;

Thence along a 740.00 ft. radius curve right, 80.43 ft. (the long chord of which bears N77°27'20"W, 80.39 ft.);

Thence N74°20'30"W, 182.82 ft.;

Thence along a 5,729.58 ft. radius curve right, 85.20 ft. (the long chord of which bears N73°54'57"W, 85.20 ft.);

Thence N73°29'23"W, 1,720.78 ft.;

Thence along a 740.00 ft. radius curve left, 93.06 ft. (the long chord of which bears N77°05'33"W, 93.00 ft.);

Thence N80°41'42"W, 156.75 ft. to a point being 778.73 ft. north and 3355.41 ft. west of the Southeast corner of Section 21, T. 4 N., R. 27 E., W.M., being the **Terminus** of Track #752.

Contains 12.23 Acres.

**Tract 103E-2** (Track No. 753):

**Beginning** at the point of intersection of the proposed centerline of Track #752 and proposed Track #753, said point being 114.33 ft. north and 387.48 ft. east of the Southwest corner of Section 22, T. 4 N., R. 27 E., W.M.;

Thence along the centerline of the proposed Track #753 as follow:

Thence N69°02'34"W, 127.18 ft.;

Thence along a 740.00 ft. radius curve right, 362.65 ft. (the long chord of which bears N55°00'13"W, 359.03 ft.) to a point on the Camp Rees License Boundary, said point being N79°37'07"W, 3,435.37 ft. from Monument #1.

Contains 0.53 Acres.

**Tract 103E-3** (Track No. 754):

**Beginning** at the point of intersection of the proposed centerline of Track #752 and proposed Track #754, said point being 92.95 ft. north and 650.05 ft. west of the Southeast corner of Section 21, T. 4 N., R. 27 E., W.M.;

Thence along the centerline of the proposed Track #754 as follow:

Thence N87°22'34"E, 122.15 ft.;

Thence along a 760.00 ft. radius curve left, 391.73 ft. (the long chord of which bears N72°36'37"E, 387.41 ft.) to a point on the Camp Rees License Boundary, said point being S79°37'07"E, 5,402.91 ft. from Monument #2.

Contains 0.56 Acres.

**SANITARY SEWER & STORM DRAIN:**

A strip 20.00 feet in width, 10.00 feet on each side of the following described centerlines, sidelines to be lengthened and shortened, more particularly describe as:

**NOTE:** The utility schematics indicate that the sanitary sewer piping and storm drain piping are running adjacent to each other.

**Tract 104E:**

**Commencing** at the South corner of Section 22, T. 4 N., R. 27 E., W.M., thence S22°07'56"W 339.28 ft. to a point on the boundary of Camp Rees being the **Point of Beginning**;

Thence S89°11'45"W, 122.45 ft. to a manhole;

Thence S89°08'26"W, 347.88 ft. to a manhole;  
Thence S89°28'05"W, 339.88 ft. to a manhole;  
Thence N73°50'49"W, 384.45 ft. to a manhole;  
Thence N75°01'28"W, 349.93 ft. to a manhole;  
Thence N75°57'04"W, 382.69 ft. to a manhole;  
Thence S52°21'23"W, 107.19 ft. to a manhole;  
Thence N80°51'23"W, 305.83 ft. to a manhole;  
Thence N80°37'24"W, 264.52 ft. to a manhole;  
Thence N80°37'25"W, 356.28 ft. to a manhole;  
Thence N25°22'42"W, 71.60 ft. to a manhole;  
Thence N79°39'13"W, 345.04 ft. to a manhole;  
Thence N80°01'13"W, 364.65 ft. to a manhole;  
Thence N80°42'09"W, 378.29 ft. to a manhole;  
Thence N79°39'40"W, 358.20 ft. to a manhole, also being **Point "F"**;  
Thence N00°55'54"E, departing from the storm drain, 115.53 ft. to the Camp Rees License Boundary.

***Storm Drain continued:***

**Commencing at Point "F"** described above, thence N75°10'26"W, 392.76 ft.;  
Thence N68°57'58"W, 168.94 ft.;  
Thence N71°33'54"W, 61.38 ft.;  
Thence N46°35'28"W, 44.21 ft.;  
Thence N31°14'42"W, 12.00 ft. to the Camp Rees License Boundary and the **Point of Terminus.**

Contains 2.45 Acres.

**ELECTRICAL LINES:**

All lines are 20.00 feet in width, 10.00 feet on each side of the following described centerlines, sidelines to be lengthened and shortened, more particularly describe as:

**Tract 105E-1:**

**Parcel 1:**

**Commencing** at the Southeast Corner of Section 22, T. 4 N., R. 27 E., W.M., thence S57°32'15"W 923.55 ft. to the **Point of Beginning**;  
Thence S44°16'45"W, 45.98 ft.;  
Thence S50°05'43"W, 114.27 ft. to **Point "G"**;  
Thence N11°59"W, 21.92 ft.;  
Thence N39°16'34"W, 49.37 ft.,  
Thence S89°04'43"W, 8.18 ft., more or less, to a point on the boundary of Camp Rees and the **Point of Terminus.**

**Parcel 2:**

**Beginning** at **Point "G"**, as described above;  
Thence S87°17'45"W, 194.32 ft.;  
Thence S62°02'15"W, 419.66 ft.;

Thence N80°34'34"W, 10,077.19 ft.;  
Thence N81°53'21"W, 322.66 ft.;  
Thence N80°33'48"W, 4,177.81 ft.;  
Thence N80°35'43"W, 2,569.01 ft.;  
Thence N45°40"W, 1,817.97 ft.;  
Thence S89°10'38"W, 347.84 ft. to **Point "H"**;  
Thence N33°34"W, 684.84 ft. to **Point "I"**;  
Thence N86°21'26"E, 143.87 ft.;  
Thence N56°01'29"E, 15.03 ft.;  
Thence N1°47'47"E, 20.62 ft., more or less, to the **Point of Terminus**.

**Parcel 3:**

**Beginning** at **Point "I"**, as described above;  
Thence N33°34"W, 156.16 ft.;  
Thence S76°55'43"E, 134.09 ft., more or less, to the **Point of Terminus**.

Contains 9.76 Acres.

**Tract 105E-2:**

**Parcel 1:**

**Beginning** at **Point "H"**, as described above;  
Thence S89°10'38"W, 418.98 ft.;  
Thence N41°01"W, 1,811.60 ft.;  
Thence S89°14'51"W, 533.80 ft. to **Point "J"**;  
Thence N28°25'21"W, 111.51 ft., more or less, to the **Point of Terminus**.

**Parcel 2:**

**Beginning** at **Point "J"**, as described above;  
Thence S89°14'51"W, 1,691.98 ft. to **Point "K"**;  
Thence continuing S89°14'51"W, 588.38 ft.;  
Thence N43°18"W, 1,961.70 ft.;  
Thence N59°34"E, 66.29 ft., more or less, to a point on the boundary of Camp Rees and the **Point of Terminus**.

**Parcel 3:**

**Beginning** at **Point "K"**, as described above;  
Thence N37°25"W, 1,960.14 ft.;  
Thence S89°23'55"W, 591.74 ft.;  
Thence S89°21'14"W, 1,014.45 ft.;  
Thence N33°52"E, 67.32 ft., more or less, to a point on the boundary of Camp Rees and the **Point of Terminus**.

Contains 4.95 Acres.

**Tract 105E-3:**

**Commencing** at the Southeast Corner of Section 22, T. 4 N., R. 27 E., W.M.,  
thence S64°33'57"W 1,813.77 ft. to the **Point of Beginning**;  
Thence N58°12"W, 219.04 ft., more or less, to a point on the boundary of Camp Rees and the **Point of Terminus**.

Contains 0.10 Acres.

**Tract 105E-4:**

**Commencing** at the South Corner of Section 22, T. 4 N., R. 27 E., W.M., thence S38°46'41"E 848.55 ft. to the **Point of Beginning**;

Thence N04°53'36"E, 223.77 ft., more or less, to a point on the boundary of Camp Rees and the **Point of Terminus**.

Contains 0.10 Acres.

**Tract 105E-5:**

**Commencing** at the South Corner of Section 22, T. 4 N., R. 27 E., W.M., thence S33°02'00"W 617.23 ft. to the **Point of Beginning**;

Thence N50°43"W, 242.08 ft., more or less, to a point on the boundary of Camp Rees and the **Point of Terminus**.

Contains 0.11 Acres.

**Tract 105E-6:**

**Commencing** at the Southeast Corner of Section 20, T. 4 N., R. 27 E., W.M., thence N39°30'41"W 1,297.01 ft. to the **Point of Beginning**;

Thence N47°41"W, 6,948.23 ft., more or less, to a point on the boundary of Camp Rees and the **Point of Terminus**.

Contains 3.19 Acres.

**Tract 105E-7:**

**Parcel 1:**

**Commencing** at the Center of Section 22, T. 4 N., R. 27 E., W.M., thence S03°40'09"E, 367.41 ft. to a point on the boundary of Camp Rees being the **Point of Beginning**;

Thence N44°41"W, 1,451.10 ft. to **Point "L"**;

Thence continuing N44°41"W, 722.88 ft., more or less, to a point on the boundary of Camp Rees and the **Point of Terminus**.

**Parcel 2:**

**Beginning** at **Point "L"**, as described above;

Thence S89°05'28"W, 514.66 ft., more or less, to a point on the boundary of Camp Rees and the **Point of Terminus**.

Contains 1.23 Acres.

**Tract 105E-10:**

**Commencing** at the Southeast Corner of Section 22, T. 4 N., R. 27 E., W.M., thence S31°55'01"W 1,270.00 ft. to the **Point of Beginning**;

Thence N10°25'04"E, 57.10 ft.;  
Thence N01°42'18"W, 68.45 ft.;  
Thence N06°55'18"W, 94.00 ft.;  
Thence N09°33'55"W, 317.61 ft.;  
Thence N45°26'07"W, 72.96 ft.;  
Thence N24°58'30"W, 16.84 ft.;  
Thence N46°54"W, 644.07 ft.;  
Thence N04°39'53"W, 648.98 ft.;  
Thence N02°03'21"W, 648.46 ft.;  
Thence N01°10'56"W, 647.94 ft.;

Thence S89°58'04"W, 82.62 ft., more or less, to a point on the boundary of Camp Rees and the **Point of Terminus**.

Contains 1.51 Acres.

**Tract 105E-11:**

**Commencing** at the Southeast Corner of Section 22, T. 4 N., R. 27 E., W.M., thence S31°55'01"W 1,270.00 ft.; thence N10°25'04"E, 57.10 ft.; thence N01°42'18"W, 68.45 ft.; thence N06°55'18"W, 94.00 ft.; thence N09°33'55"W, 317.61 ft.; thence N45°26'07"W, 72.96 ft.; thence N24°58'30"W, 16.84 ft. to the **Point of Beginning**;

Thence N40°24'18"W, 178.34 ft.;  
Thence N56°57"W, 712.60 ft.;  
Thence N31°14"W, 606.59 ft.;  
Thence N46°25"W, 658.91 ft.;

Thence S88°26'10"W, 33.89 ft., more or less, to a point on the boundary of Camp Rees and the **Point of Terminus**.

Contains 1.01 Acres.

**Tract 105E-12:**

**Commencing** at the South Corner of Section 22, T. 4 N., R. 27 E., W.M., thence S65°32'35"W 1,014.53 ft. to the **Point of Beginning**;

Thence N45°50"W, 252.15 ft., more or less, to a point on the boundary of Camp Rees and the **Point of Terminus**.

Contains 0.11 Acres.

**Tract 105E-13:**

**Commencing** at the Southeast Corner of Section 22, T. 4 N., R. 27 E., W.M., thence S62°55'14"W 1,742.65 ft. to the **Point of Beginning**;

Thence N30°21"W, 217.20 ft., more or less, to a point on the boundary of Camp Rees and the **Point of Terminus**.

Contains 0.10 Acres.

## TELEPHONE/FIBER OPTIC LINES

All lines are 20.00 feet in width, 10.00 feet on each side of the following described centerlines, sidelines to be lengthened and shortened, more particularly describe as:

### **Tract 107E-1:**

**Commencing** at the Southeast Corner of Section 22, T. 4 N., R. 27 E., W.M., thence S59°41'55"W 1,772.89 ft. to the **Point of Beginning**;

Thence N0°36'11"W, 19.67 ft. to **Point "M"**

Thence N0°36'08"W, 295.17 ft., more or less, to a point on the boundary of Camp Rees and the **Point of Terminus**.

Contains 0.15 Acres.

### **Tract 107E-3:**

**Commencing** at the West Corner of Section 21, T. 4 N., R. 27 E., W.M., thence N43°01'17"W, 239.51 ft. to a point on the boundary of Camp Rees being the **Point of Beginning**;

Thence N80°58'31"W, 7,591.27 ft.;

Thence S88°34'23"W, 196.99 ft.;

Thence N56°42'48"W, 196.99 ft.;

Thence S81°47'13"W, 37.35 ft.;

Thence S02°30'09"E, 52.02 ft.;

Thence S89°14'00"W, 122.69 ft.;

Thence S28°27'40"W, 43.34 ft.;

Thence S89°46'36"W, 301.65 ft.;

Thence N12°46"W, 1,759.21 ft.;

Thence S89°14'51"W, 2,296.05 ft.;

Thence N37°25"W, 1,960.14 ft.;

Thence S89°23'55"W, 591.74 ft.;

Thence N59°35"E, 66.29 ft., more or less, to a point on the boundary of Camp Rees and the **Point of Terminus**.

Contains 6.98 Acres.

### **Tract 107E-4:**

**Commencing** at the West Corner of Section 21, T. 4 N., R. 27 E., W.M., thence N39°25'16"W, 257.87 ft. to a point on the boundary of Camp Rees being the **Point of Beginning**;

Thence N80°55'24"W, 7,543.98 ft.;

Thence S88°34'13"W, 249.13 ft.;

Thence N56°57'53"W, 191.80 ft.;

Thence N10°19"W, 639.69 ft., more or less, to a point on the boundary of Camp Rees and the **Point of Terminus**.

Contains 3.96 Acres.

**Tract 107E-6:**

**Parcel 1:**

**Commencing** at the Northeast Corner of Section 15, T. 4 N., R. 27 E., W.M., thence S68°52'34"W 2,037.63 ft. to a point on the boundary of Camp Rees being the **Point of Beginning**;

Thence N01°02'22"W, 2,139.88 ft.;  
Thence N30°02'03"W, 200.97 ft.;  
Thence N05°33'02"E, 603.58 ft. to the beginning of a 1,014.69 ft. radius curve to the left;

Thence along said 1,014.69 ft. radius curve left, 732.65 ft. (the long chord of which bears N18°46'20"W, 716.83 ft.);

Thence N38°11'58"W, 1,269.99 ft. to **Point "N"**;

Thence N39°40'34"W, 264.97 ft.;

Thence N20°08'11"E, 124.82 ft.;

Thence N38°39'35"W, 141.74 ft.;

Thence N33°25"W, 302.63 ft.;

Thence N45°59'16"W, 106.82 ft.;

Thence N50°00'47"W, 158.05 ft. to **Point "O"**;

Thence N61°14'34"W, 121.79 ft.;

Thence N67°55'55"W, 103.97 ft.;

Thence N76°10'17"W, 87.16 ft.;

Thence N78°03'21"W, 69.21 ft.;

Thence N74°24'26"W, 58.13 ft.;

Thence N70°13'27"W, 54.59 ft. to **Point "P"**;

Thence N73°31'58"W, 169.11 ft.;

Thence N72°27'54"W, 393.271 ft.;

Thence N73°42'35"W, 297.08 ft.;

Thence N75°23'40"W, 182.46 ft., more or less, to a point on the boundary of Camp Rees and the **Point of Terminus**.

**Parcel 2:**

**Beginning** at **Point "N"**, as described above;

Thence N20°33'22"E, 321.30 ft. to **Point "Q"**;

Thence N84°33'41"W, 49.13 ft.;

Thence N42°06'31"W, 273.80 ft.;

Thence N52°35'19"W, 578.67 ft., more or less, to **Point "O"** and the **Point of Terminus**.

**Parcel 3:**

**Beginning** at **Point "P"**, as described above;

Thence N70°13'25"W, 68.56 ft.;

Thence N59°02'11"W, 98.70 ft.;

Thence N55°38'14"W, 369.10 ft.;

Thence N73°52'21"W, 112.50 ft.;

Thence N80°19'36"W, 232.47 ft.;

Thence N87°23'46"W, 74.07 ft. to **Point "R"**;

Thence S82°20'08"W, 135.59 ft., more or less, to a point on the boundary of Camp Rees and the **Point of Terminus**.

Contains 4.42 Acres.

**Tract 107E-7:**

**Parcel 1:**

**Commencing** at the Center of Section 22, T. 4 N., R. 27 E., W.M., thence S27°26'09"E, 410.86 ft. to a point on the boundary of Camp Rees being the **Point of Beginning**;

Thence N32°28'17"W, 1,255.90 ft. to **Point "S"**;  
Thence N12°22'51"W, 146.80 ft.;  
Thence N01°32'23"W, 28.89 ft.;  
Thence N02°44'13"W, 139.00 ft.;  
Thence N03°42'30"E, 150.31 ft.;  
Thence N19°05'37"E, 114.64 ft.;  
Thence N28°37'47"E, 163.77 ft.;  
Thence N44°30'35"E, 1,670.65 ft.;  
Thence N31°21'40"E, 91.40 ft.;  
Thence N11°52'22"E, 59.09 ft.;  
Thence N61°49'02"W, 18.44 ft., more or less, to a point on the boundary of Camp Rees and the **Point of Terminus**.

**Parcel 2:**

**Beginning** at **Point "S"**, as described above;  
Thence S11°30'28"W, 123.53 ft., more or less, to a point on the boundary of Camp Rees and the **Point of Terminus**.

Contains 1.23 Acres.

**Tract 107E-8:**

**Parcel 1:**

**Commencing** at the Southeast Corner of Section 22, T. 4 N., R. 27 E., W.M., thence S61°13'44"W, 1,746.90 ft. to a point of intersection with Tract 107E-1, as described above and the **Point of Beginning**;

Thence N80°43'56"W, 1,954.09 ft.;  
Thence N80°42'45"W, 6,037.68 ft.;  
Thence N80°08'27"W, 1,413.91 ft.;  
Thence N80°42'11"W, 7,832.25 ft.;  
Thence N23°54'04"W, 220.96 ft.;  
Thence N58°03'21"W, 63.69 ft. to the beginning of a 600.00 ft. radius curve to the right;  
Thence along said 600.00 ft. radius curve right, 505.24 ft. (the long chord of which bears N33°55'55"W, 490.45 ft.);  
Thence N09°48'30"W, 270.94 ft.;  
Thence N06°50'04"W, 878.11 ft.;  
Thence N46°53'34"W, 83.98 ft.;  
Thence N11°37'07"W, 4.73 ft.;  
Thence N41°01"W, 855.63 ft. to **Point "T"**;

Thence N89°17'33"E, 420.92 ft.;  
Thence S12°41"E, 13.79 ft. to **Point "U"**;  
Thence S12°37"E, 156.22 ft.;  
Thence N86°21'26"E, 144.82 ft.;  
Thence N07°20'08"E, 27.50 ft., more or less, to the **Point of Terminus**.

**Parcel 2:**

**Beginning** at **Point "T"**, as described above;  
Thence S89°09'52"E, 241.91 ft.;  
Thence S74°33'13"W, 127.10 ft.;  
Thence N10°23'10"W, 1,002.70 ft.;  
Thence N28°25'21"W, 111.51 ft.;  
Thence S88°19'25"W, 260.84 ft., more or less, to the **Point of Terminus**.

**Parcel 3:**

**Beginning** at **Point "U"**, as described above;  
Thence S77°25'17"E, 89.35 ft.;  
Thence S05°11'38"E, 9.15 ft., more or less, to the **Point of Terminus**.

Contains 10.43 Acres.

**RESTRICTIVE SAFETY EASEMENTS:**

**Tract 111E:** (Formerly a portion of Tracts 4, 10, 11 & Parcels 8, 9 & 10 of Tract D-1 Umatilla Chemical Depot)

**Beginning** at a U.S. Army Corps of Engineers (USACE) brass cap monument designated 11-1D, said monument also being the south quarter corner of said section 13;

Thence N00°53'11"W along the north-south center of section line of Section 13, 2,646.06 ft. to the G.L.O. brass cap monument designated A-3 marking the said N1/4 of Section 13;

Thence N01°31'38"W along the north-south center of section line of Section 12, T. 4 N., R. 26 E., 5,378.50 ft. to the G.L.O. brass cap monument designated A-4, marking the N1/4 corner of said Section 12;

Thence N00°16'19"W along the north-south center of section line of Section 1, T. 4 N., R. 26 E., 5,346.96 ft. to a 5/8 pin with a 1-1/2" aluminum cap designated 10-2, marking the N1/4 corner of said Section 1;

Thence N88°57'44"E, 925.86 to a G.L.O. brass cap monument marking the S1/4 corner of Section 36, T. 5 N., R. 27 E., W.M.;

Thence along the south line of said Section 36, N89°03'12"E, 2,679.83 ft. to a brass cap monument marking the SE corner of said Section 36, T. 5 N., R. 27 E.;

Thence N89°05'20"E, 5,238.81 ft. to the brass cap monument marking the SE corner of Section 31, T. 5 N., R. 27 E.;

Thence N89°23'45"E, 2,650.98 ft. to the G.L.O. brass cap monument marking the said S1/4 corner of Section 32;

Thence N89°26'21"E, 2,652.38 ft. to the G.L.O. brass cap monument marking the said SE corner of Section 32;

Thence N89°19'15"E, 3,311.48 ft. to the USACE brass cap monument designated A-9F;

Thence S23°45'24"W, 65.90 ft. to "Camp Rees Monument #15", said monument being 60.00 ft. south of the Township Line between T. 4 N. and T. 5 N., R. 27 E., W.M., when measure perpendicular to said line;

Thence S89°19'14.7"W, parallel to and 60.00 south of the said Township Line, 3,284.279 ft. to "Camp Rees Monument #14";

Thence S89°26'20.5"W, parallel to and 60.00 south of the said Township Line, 2,652.417 ft. to "Camp Rees Monument #13";

Thence S89°23'45.1"W, parallel to and 60.00 south of the said Township Line, 2,650.797 ft. to "Camp Rees Monument #12";

Thence S89°05'19.5"W, parallel to and 60.00 south of the Township Line, 5,238.635 ft. to "Camp Rees Monument #11";

Thence S89°03'12.4"W, parallel to and 60.00 south of said township line, 1,776.749 to "Camp Rees Monument #10";

Thence S58°28'38.2"W, 2,069.802 to "Camp Rees Monument #9", said monument being 60.00 ft. east of the North – South center of Section line of Section 13, T. 4 N., R. 26 E., W.M., when measure perpendicular to said line;

Thence S00°16'19.3"E, parallel to and 60.00 east of the North – South center of Section line of Section 1, T.4N., R.26E., W.M., 4,235.533 ft. to "Camp Rees Monument #8";

Thence S01°31'37.8"E, parallel to and 60.00 east of the North – South center of Section line of Section 12, T.4N., R.26E., W.M., 5,378.179 ft. to "Camp Rees Monument #7";

Thence S00°53'11.3"E, parallel to and 60.00 east of said center of Section line, 2,646.395 ft. to "Camp Rees Monument #6";

Thence S89°07'00"W, 60.00 ft. to the **Point of Beginning**.

Containing 63.74 acres, more or less.

**Tract 112E:** (Formerly Tr. D-3, Par. 2, Umatilla Chemical Depot)

All of Section 32, Township 5 North, Range 27 East, Willamette Meridian, in Morrow County, Oregon.

Containing 640.61 acres, more or less.

**BUILDING USE AREAS:**

The following areas are centered on the structures they are listed with:

**Tract 113E-1:** (0.15 Ac.)

80'x 80' - Water Tower, Structure No. 141;

**Tract 113E-2:** (0.15 Ac.)

80'x 80' - Pump House, Structure No. 161;

**Tract 113E-3:** (0.15 Ac.)

80'x 80' - Pump House, Structure No. 160 & Comms. Vault;

**Tract 113E-4:** (0.11 Ac.)

100'x 50' - Pump House, Structures No. 133 & 135;

**NOISE EASEMENT:**

**Tract 114E:**

**Commencing** at the point of intersection of the north-south center of section line of Section 24, T. 4 N., R. 26 E., and the north line of the Union Pacific Railroad Right of Way, said point being marked with a U.S. Army Corps of Engineers (USACE) brass cap monument designated A-1, and being S00°43'06"E, 1,546.95 ft. from the N1/4 corner of said Section 24;

Thence N00°43'06"W along the said north-south center of section line of Section 24, 1,546.95 ft. to the monument marking the said N1/4 corner of Section 24;

Thence N00°53'11"W along the north-south center of section line of Section 13, T. 4 N., R. 26 E., 2,648.76 ft. to USACE brass cap designated 11-1D;

Thence N89°07'00"E, 60.00 ft. to the aluminum monument designated Camp Rees #6;

Thence N89°24'48"E on the Camp Rees Boundary, 5,777.32 ft. to a 5/8 pin with a 1-1/2" aluminum cap designated B-1;

Thence continuing N89°24'48"E along the Camp Rees Boundary, 41.18 ft. to the aluminum monument designated Camp Rees #5;

Thence N00°39'50"W along the Camp Rees Boundary, 61.64 ft. to the aluminum monument designated Camp Rees #4;

Thence N89°15'18"E along the Camp Rees Boundary, 6,816.17 ft. to a 5/8 pin with a 1-1/2" aluminum cap designated B-6;

Thence continuing N89°15'18"E along the Camp Rees Boundary, 588.69 ft. to the aluminum monument designated Camp Rees #3;

Thence S00°48'47"E along the Camp Rees Boundary, 6,689.16 ft. to the aluminum monument designated Camp Rees #2;

Thence continuing S00°48'47"E, leaving the Camp Rees Boundary, 464.33 ft. to the north right of way line of the Union Pacific Railroad; said point being 161.11 ft., N80°34'32.2"W of railroad station 628+96.65 as identified on said survey;

Thence along the said north right of way of the Union Pacific Railroad as follows:

Thence N80°34'32"W, 5,180.48 ft. to a point 100.00 ft. northerly of railroad centerline station 682+40.18, said point also being on west line of Section 20, T.4N., R.27E.;

Thence S00°38'34"E, 50.78 ft. to a point 50.00 ft. northerly of railroad centerline station 682+31.30, said point also being on west line of said Section 20;

Thence N80°34'32"W, 4,001.60 ft. to a point 50.00 ft. northerly of railroad centerline station TS 722+32.90, being the point of curve of an 108.22 ft. long offset spiral curve;

Thence along the said offset spiral curve (the chord of which bears N80°29'07"W, 108.22 ft.), 108.22 ft. to a point 50.00 ft. northerly of railroad centerline station SC 723+41.36, being the point of curve of an 11,410.47 ft. radius curve;

Thence along the said 11,410.47 ft. radius curve (the chord of which bears N76°25'01"W, 1,547.22 ft.), 1,548.40 ft. to a point 50.00 ft. northerly of railroad

centerline station 738+96.55, said point also being on the east line of Section 24, T. 4 N, R. 27 E.;

Thence N00°38'15"W, 52.62 ft. to a point 100.00 ft. northerly of railroad centerline station 739+13.05, said point also being on the east line of said Section 24;

Thence along an offset spiral curve (the chord of which bears N72°16'19"W, 106.10 ft.), 106.10 ft. to a point 100.00 ft. northerly of railroad centerline station 740+19.82;

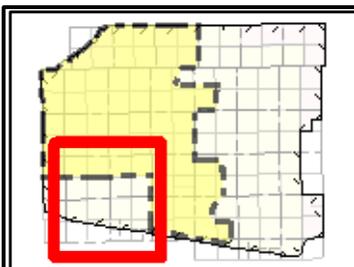
Thence N72°11'03"W, 2,679.55 ft. to the **POINT OF BEGINNING**;

Containing 1,796.18 Acres, more or less.

**Aggregate Total of 2,646.01 Acres.**



# Camp Umatilla National Guard Training Center Utility & Access Tracts Tract 101E-1 (7.94 Ac.)

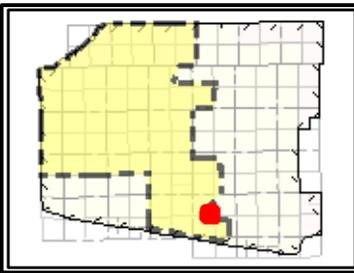


- Exhibit B**
- Boundary
  - UCD
  - Bldg. Areas
  - Water
  - Access
  - Telephone
  - Fiber Optic
  - Electrical
  - Gas
  - Railroad
  - Sewer

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# Camp Umatilla National Guard Training Center Utility & Access Tracts Tract 101E-2 (0.34 Ac.)

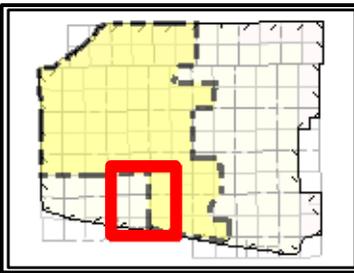


- Exhibit B**
- Boundary
  - UCD
  - Bldg. Areas
  - Water
  - Access
  - Telephone
  - Fiber Optic
  - Electrical
  - Gas
  - Railroad
  - Sewer

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# Camp Umatilla National Guard Training Center Utility & Access Tracts Tract 102E-1 (9.59 Ac.)

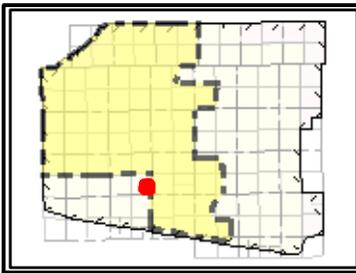
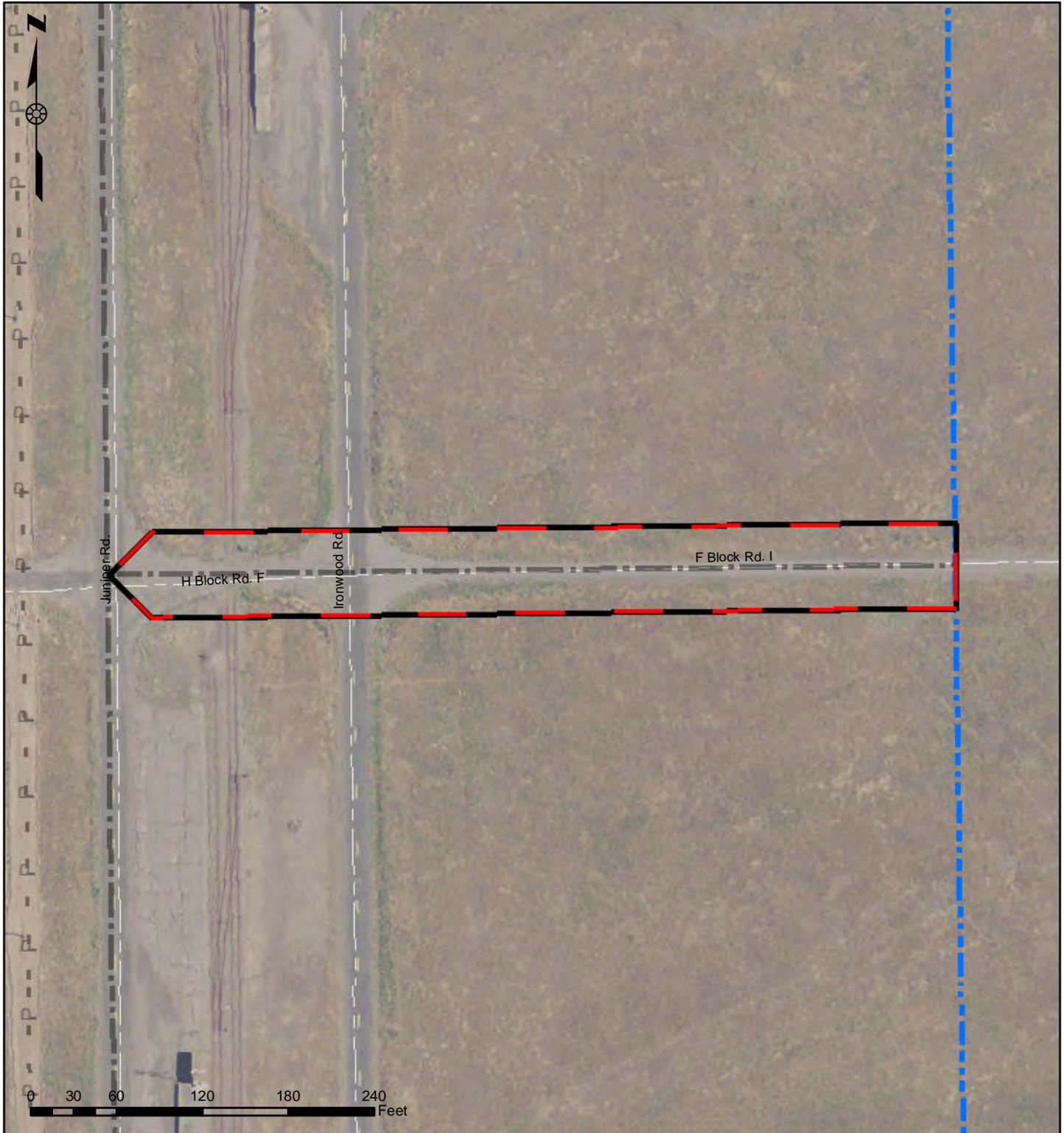


- Exhibit B**
- Boundary
  - UCD
  - Bldg. Areas
  - Water
  - Access
  - Telephone
  - Fiber Optic
  - Electrical
  - Gas
  - Railroad
  - Sewer

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# Camp Umatilla National Guard Training Center Utility & Access Tracts Tract 102E-2 (0.79 Ac.)



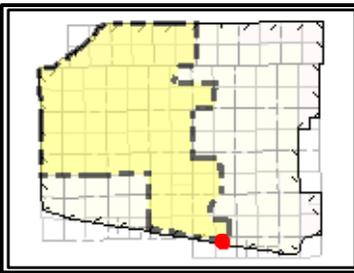
- Exhibit B**
- Boundary
  - UCD
  - Bldg. Areas
  - Water
  - Access
  - Telephone
  - Fiber Optic
  - Electrical
  - Gas
  - Railroad
  - Sewer

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# Camp Umatilla National Guard Training Center Utility & Access Tracts

## Tract 102E-3 (0.49 Ac.)



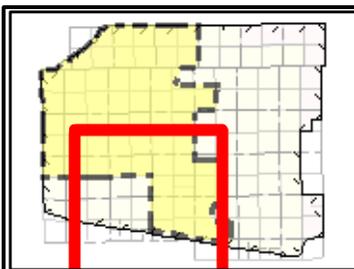
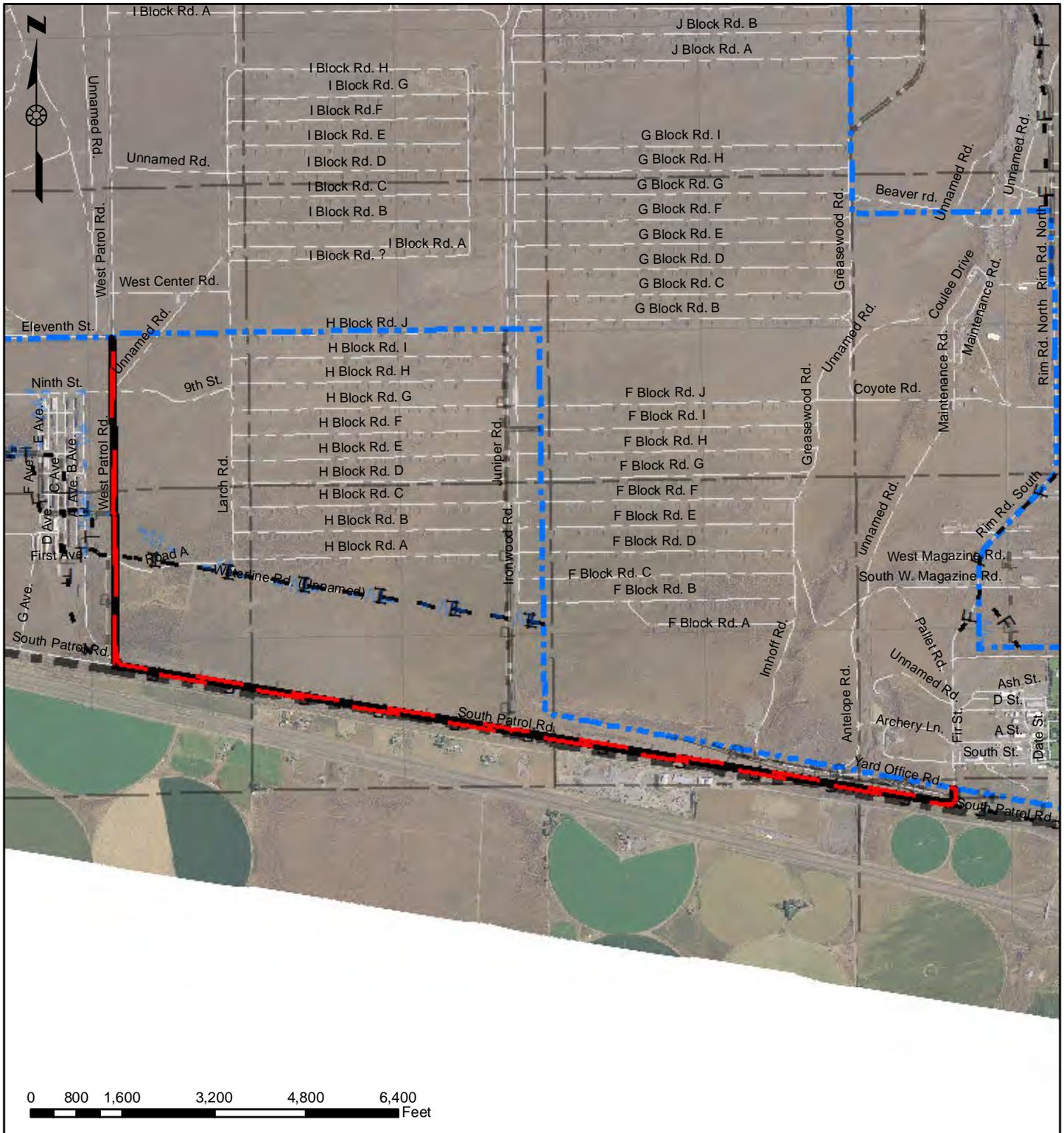
### Exhibit B

- |             |             |            |
|-------------|-------------|------------|
| Boundary    | Access      | Gas        |
| UCD         | Telephone   | Sewer      |
| Bldg. Areas | Fiber Optic | Electrical |
| Water       |             |            |

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# Camp Umatilla National Guard Training Center Utility & Access Tracts Tract 102E-4 (28.42 Ac.)

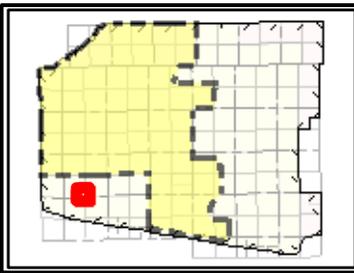
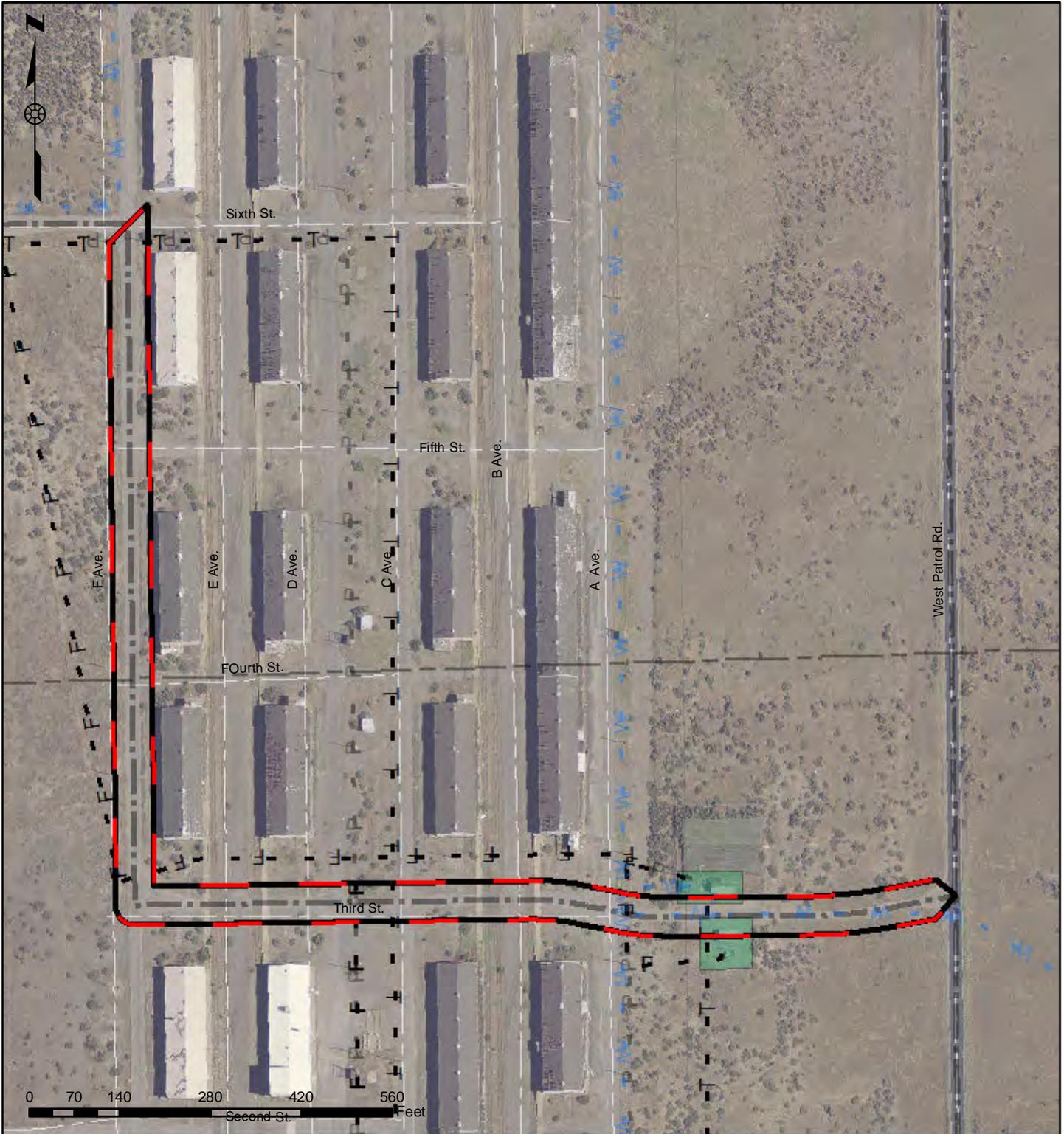


- Exhibit B**
- Boundary
  - UCD
  - Bldg. Areas
  - Water
  - Access
  - Telephone
  - Fiber Optic
  - Electrical
  - Gas
  - Railroad
  - Sewer

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# Camp Umatilla National Guard Training Center Utility & Access Tracts Tract 102E-5 (3.17 Ac.)

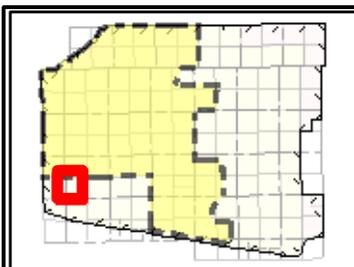
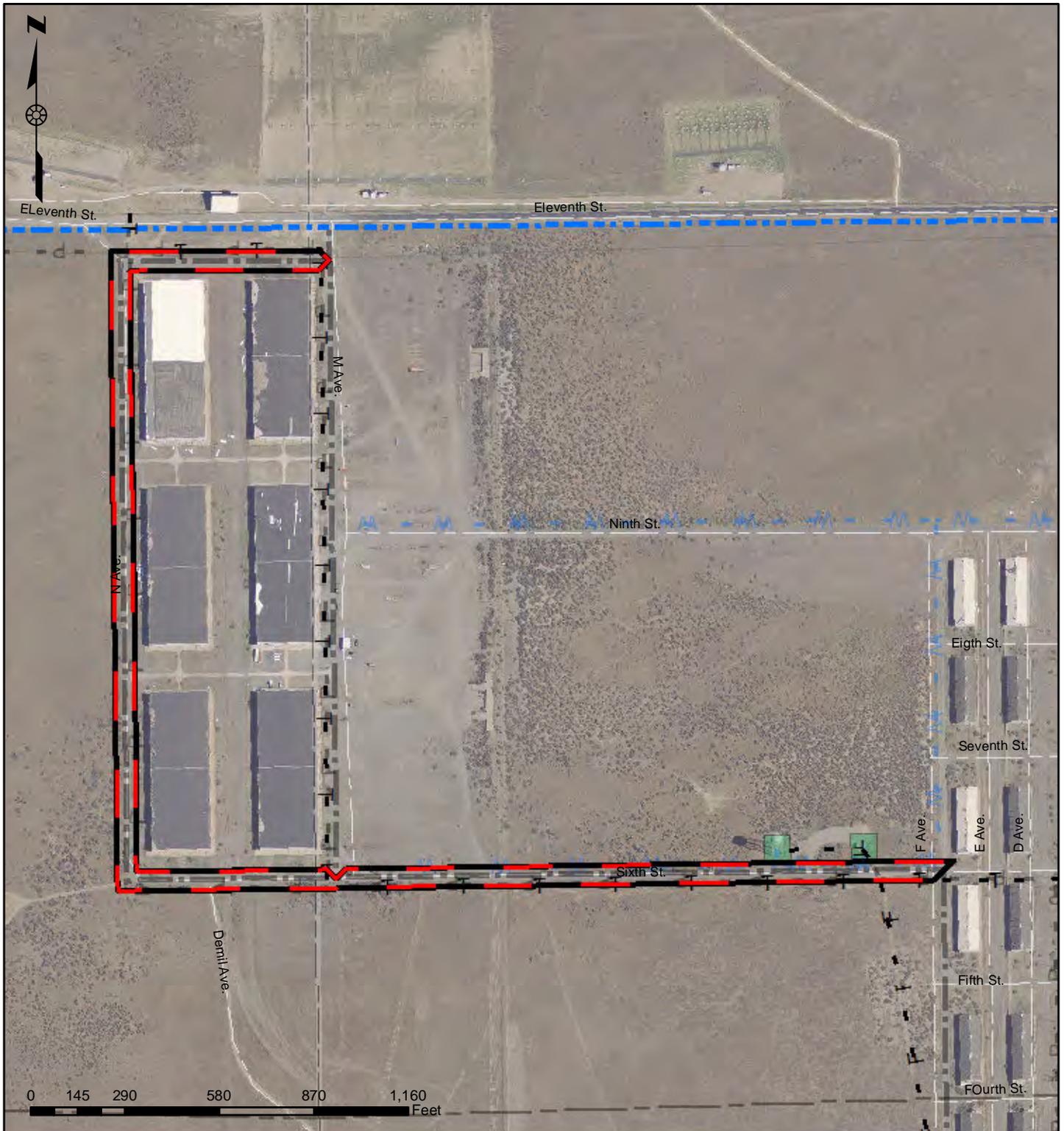


- Exhibit B**
- Boundary
  - UCD
  - Bldg. Areas
  - Water
  - Access
  - Telephone
  - Fiber Optic
  - Electrical
  - Gas
  - Railroad
  - Sewer

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# Camp Umatilla National Guard Training Center Utility & Access Tracts Tract 102E-6 (6.92 Ac.)

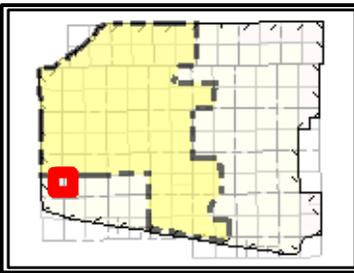


- Exhibit B**
- Boundary
  - Access
  - Bldg. Areas
  - Water
  - Telephone
  - Fiber Optic
  - Electrical
  - Gas
  - Railroad
  - Sewer

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# Camp Umatilla National Guard Training Center Utility & Access Tracts Tract 102E-7 (2.71 Ac.)

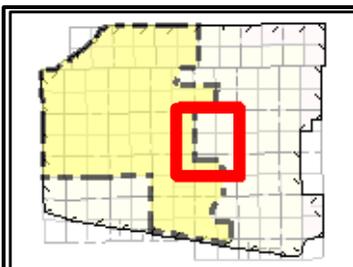
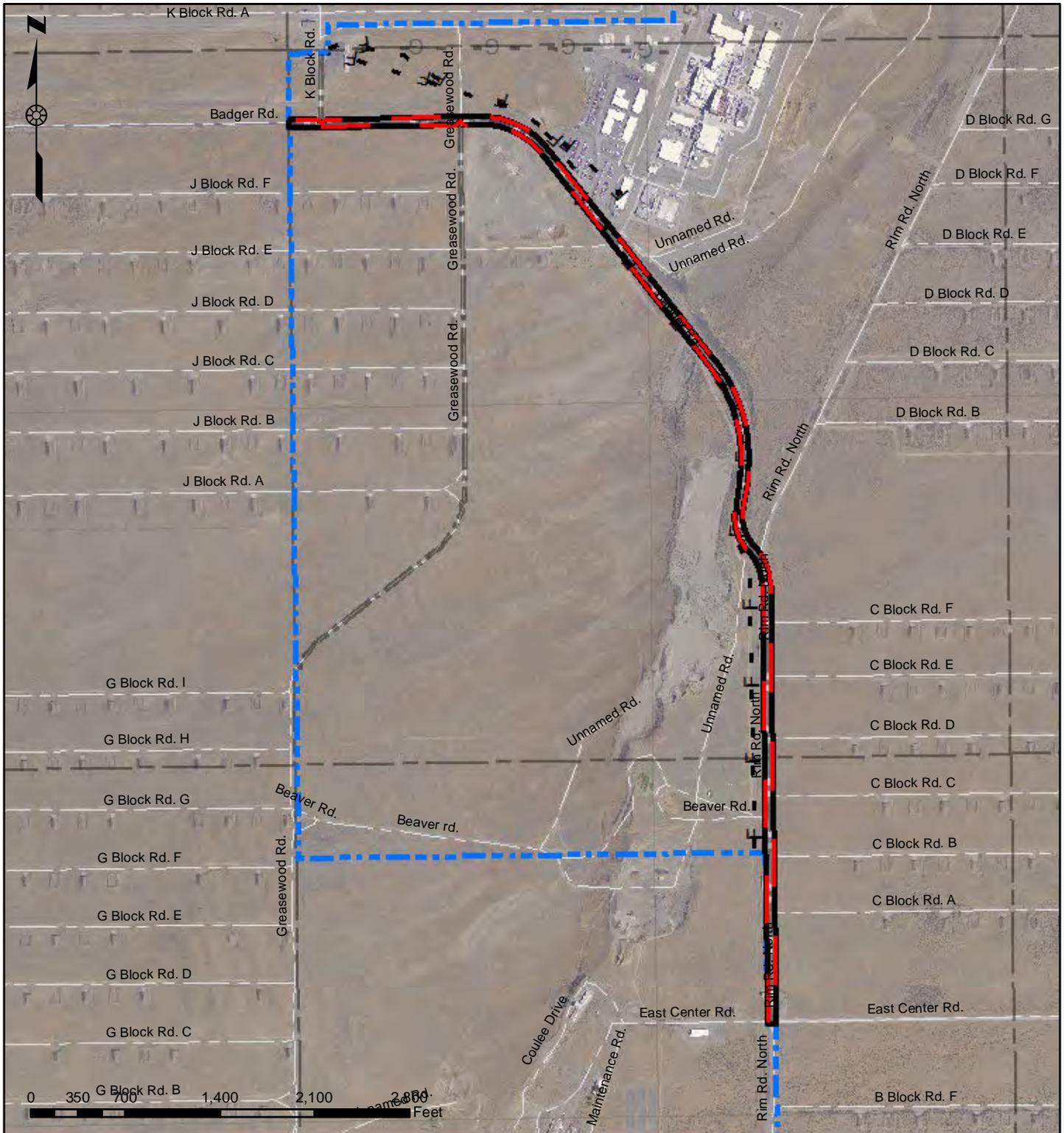


- Exhibit B**
- Boundary
  - Access
  - Gas
  - UCD
  - Telephone
  - Railroad
  - Bldg. Areas
  - Fiber Optic
  - Sewer
  - Water
  - Electrical

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# Camp Umatilla National Guard Training Center Utility & Access Tracts Tract 102E-8 (12.3 Ac.)

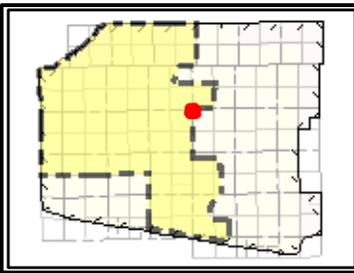
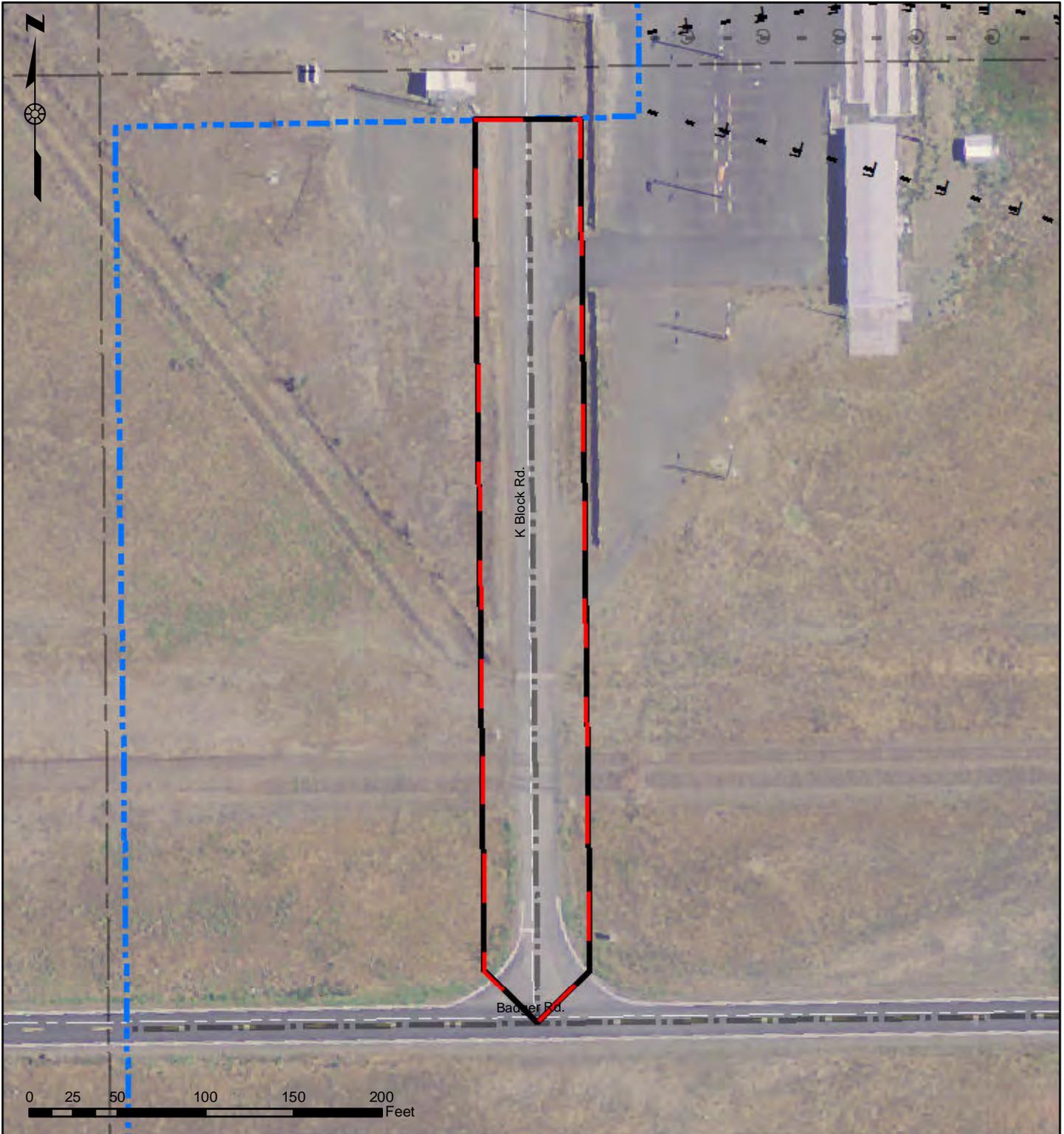


- Exhibit B**
- |             |             |          |
|-------------|-------------|----------|
| Boundary    | Access      | Gas      |
| UCD         | Telephone   | Railroad |
| Bldg. Areas | Fiber Optic | Sewer    |
| Water       | Electrical  |          |

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# Camp Umatilla National Guard Training Center Utility & Access Tracts Tract 102E-9 (0.69 Ac.)

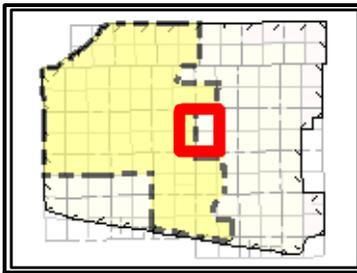


- Exhibit B**
- Boundary
  - UCD
  - Bldg. Areas
  - Water
  - Access
  - Telephone
  - Fiber Optic
  - Electrical
  - Gas
  - Railroad
  - Sewer

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# Camp Umatilla National Guard Training Center Utility & Access Tracts Tract 102E-10 (6.36 Ac.)



**Exhibit B**

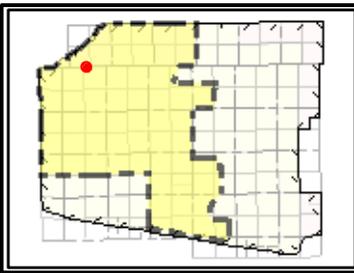
|             |             |          |
|-------------|-------------|----------|
| Boundary    | Access      | Gas      |
| UCD         | Telephone   | Railroad |
| Bldg. Areas | Fiber Optic | Sewer    |
| Water       | Electrical  |          |

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# Camp Umatilla National Guard Training Center Utility & Access Tracts

## Tract 102E-11 (0.09 Ac.)

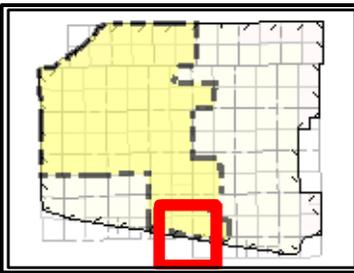


- Exhibit B**
- Boundary
  - UCD
  - Bldg. Areas
  - Water
  - Access
  - Telephone
  - Fiber Optic
  - Electrical
  - Gas
  - Railroad
  - Sewer

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# Camp Umatilla National Guard Training Center Utility & Access Tracts Tract 103E-1 (12.23 Ac.)



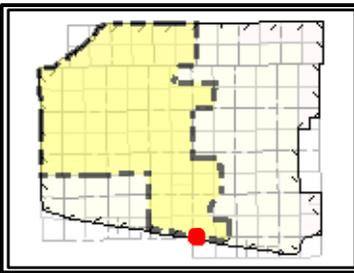
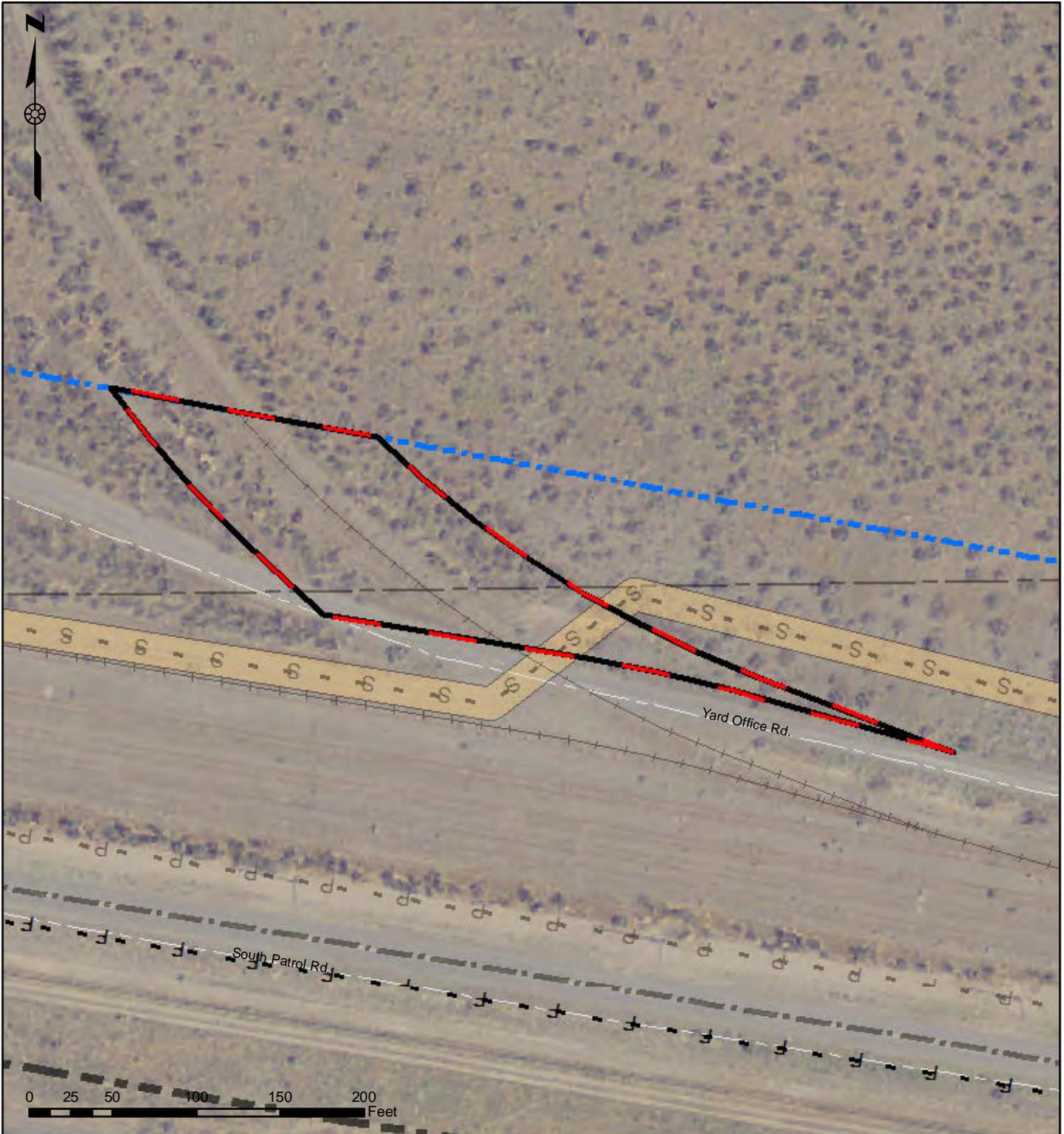
- Exhibit B**
- Boundary
  - UCD
  - Bldg. Areas
  - Water
  - Access
  - Telephone
  - Fiber Optic
  - Electrical
  - Gas
  - Railroad
  - Sewer

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# Camp Umatilla National Guard Training Center Utility & Access Tracts

## Tract 103E-2 (0.53 Ac.)

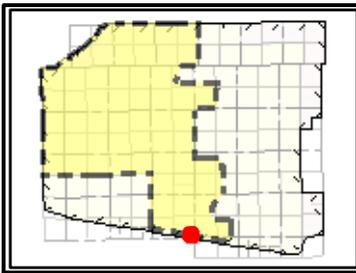
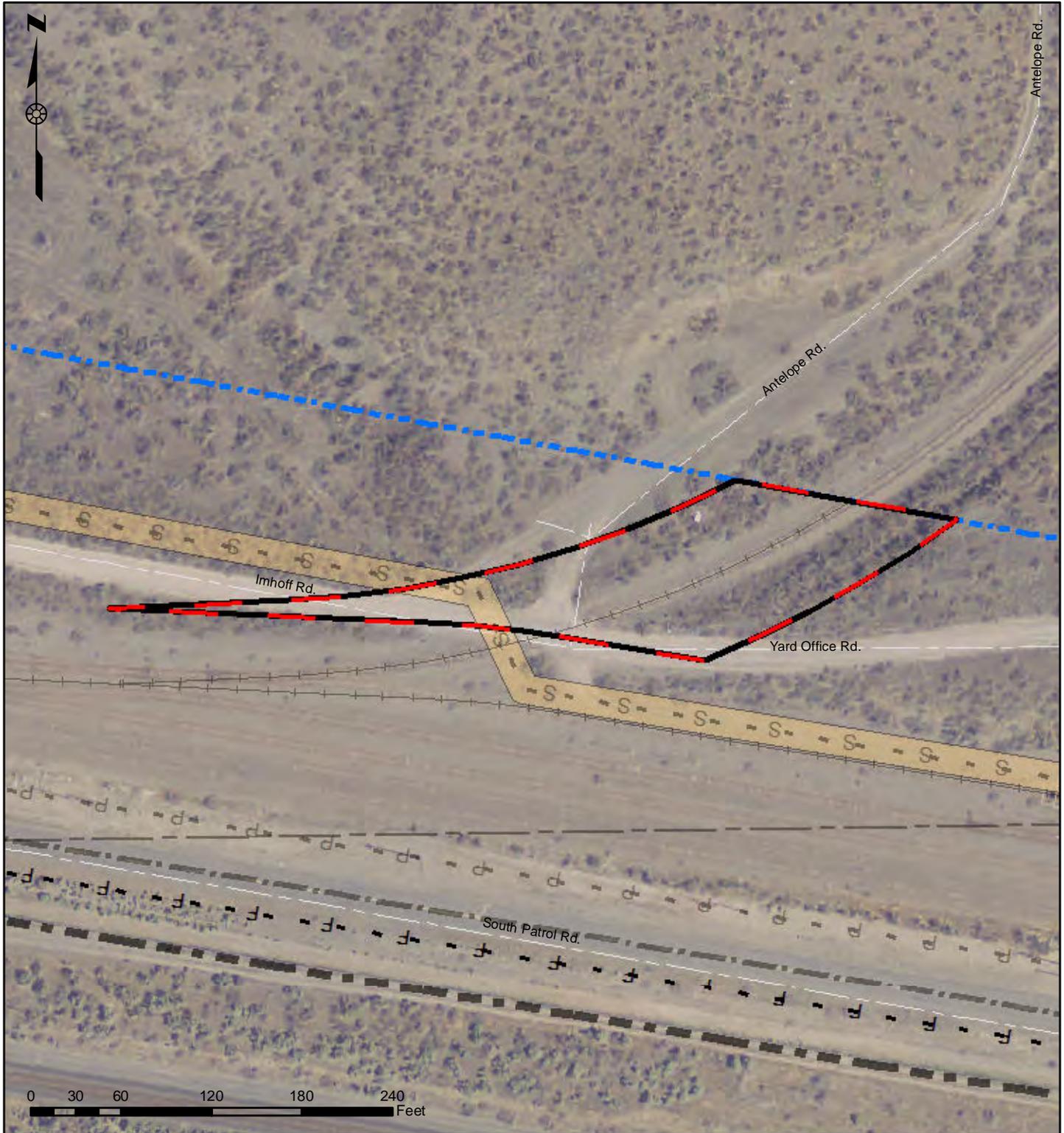


|  |             |  |             |  |       |
|--|-------------|--|-------------|--|-------|
|  | Boundary    |  | Access      |  | Gas   |
|  | UCD         |  | Telephone   |  | Sewer |
|  | Bldg. Areas |  | Fiber Optic |  | Water |
|  | Water       |  | Electrical  |  |       |

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# Camp Umatilla National Guard Training Center Utility & Access Tracts Tract 103E-3 (0.56 Ac.)

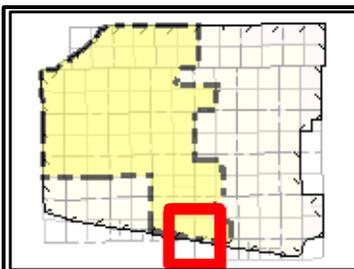
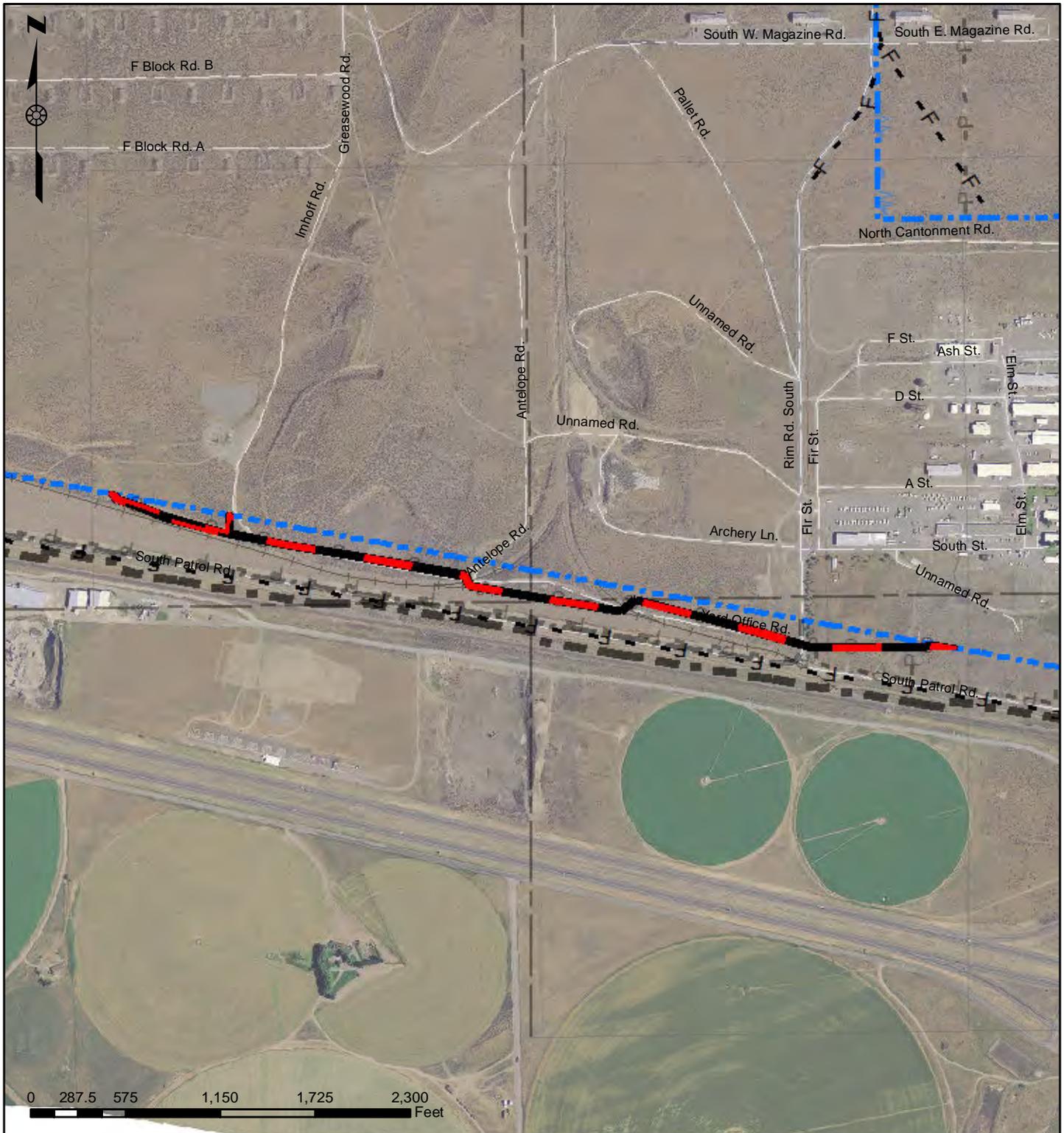


- Exhibit B**
- Boundary
  - UCD
  - Bldg. Areas
  - Water
  - Access
  - Telephone
  - Fiber Optic
  - Electrical
  - Gas
  - Railroad
  - Sewer

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# Camp Umatilla National Guard Training Center Utility & Access Tracts Tract 104E (2.45 Ac.)

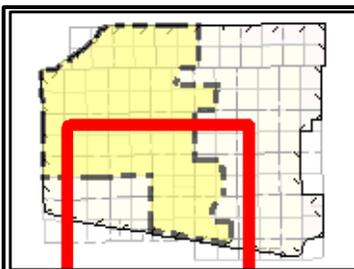


- Exhibit B**
- Boundary
  - Access
  - Gas
  - UCD
  - Telephone
  - Railroad
  - Bldg. Areas
  - Fiber Optic
  - Water
  - Sewer
  - Electrical

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# Camp Umatilla National Guard Training Center Utility & Access Tracts Tract 105E-1 (9.76 Ac.)

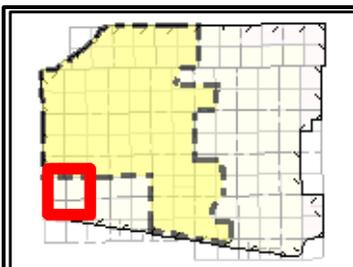
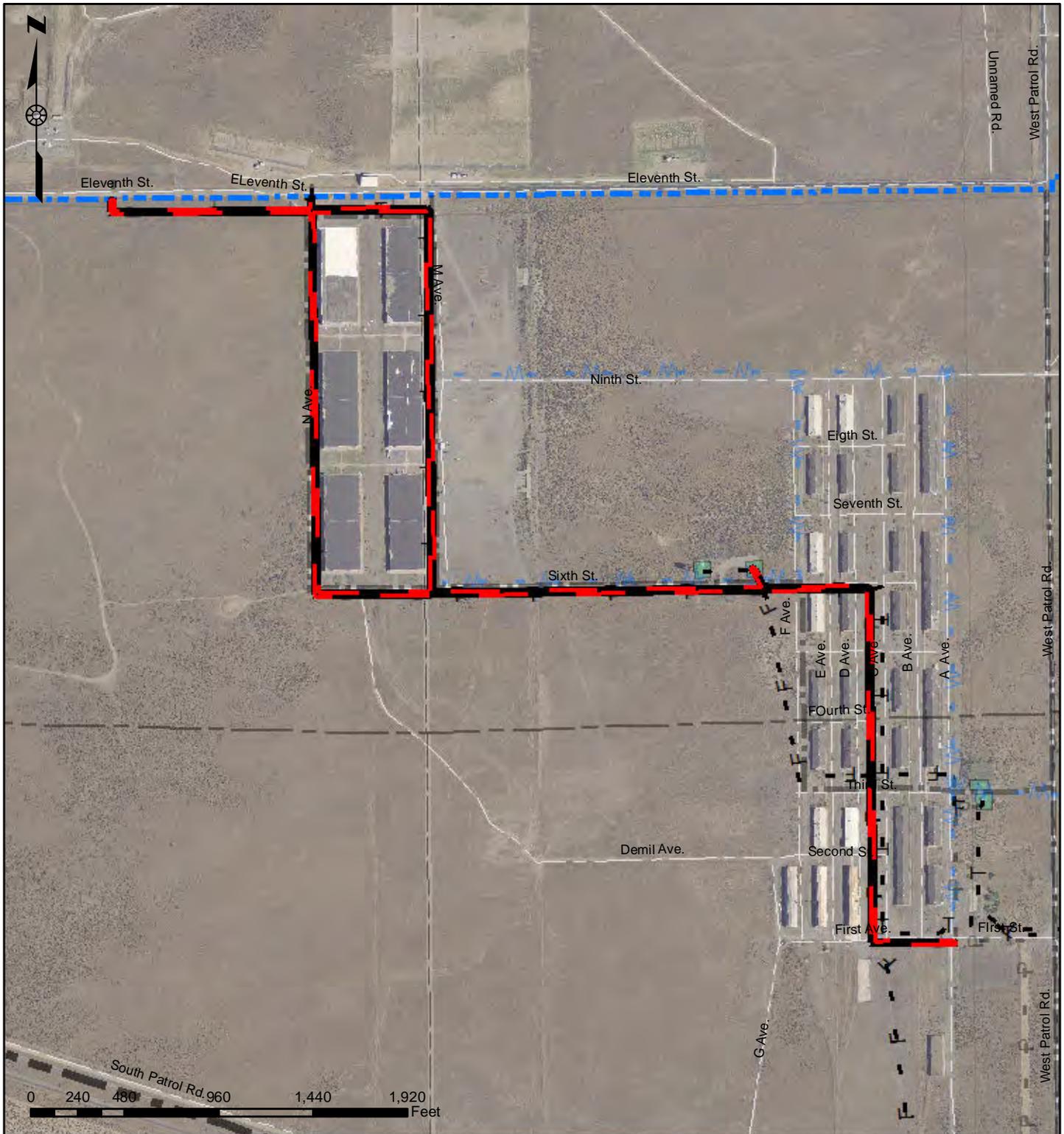


- Exhibit B**
- |             |       |        |           |             |            |     |           |       |
|-------------|-------|--------|-----------|-------------|------------|-----|-----------|-------|
| Boundary    | UCD   | Access | Telephone | Fiber Optic | Electrical | Gas | Telephone | Sewer |
| Bldg. Areas | Water |        |           |             |            |     | Railroad  |       |

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# Camp Umatilla National Guard Training Center Utility & Access Tracts Tract 105E-2 (4.95 Ac.)

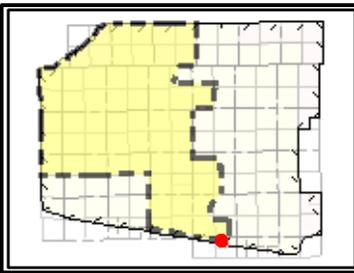


- Exhibit B**
- Boundary
  - UCD
  - Bldg. Areas
  - Water
  - Access
  - Telephone
  - Fiber Optic
  - Electrical
  - Gas
  - Railroad
  - Sewer

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# Camp Umatilla National Guard Training Center Utility & Access Tracts Tract 105E-3 (0.1 Ac.)



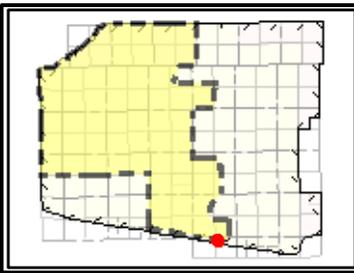
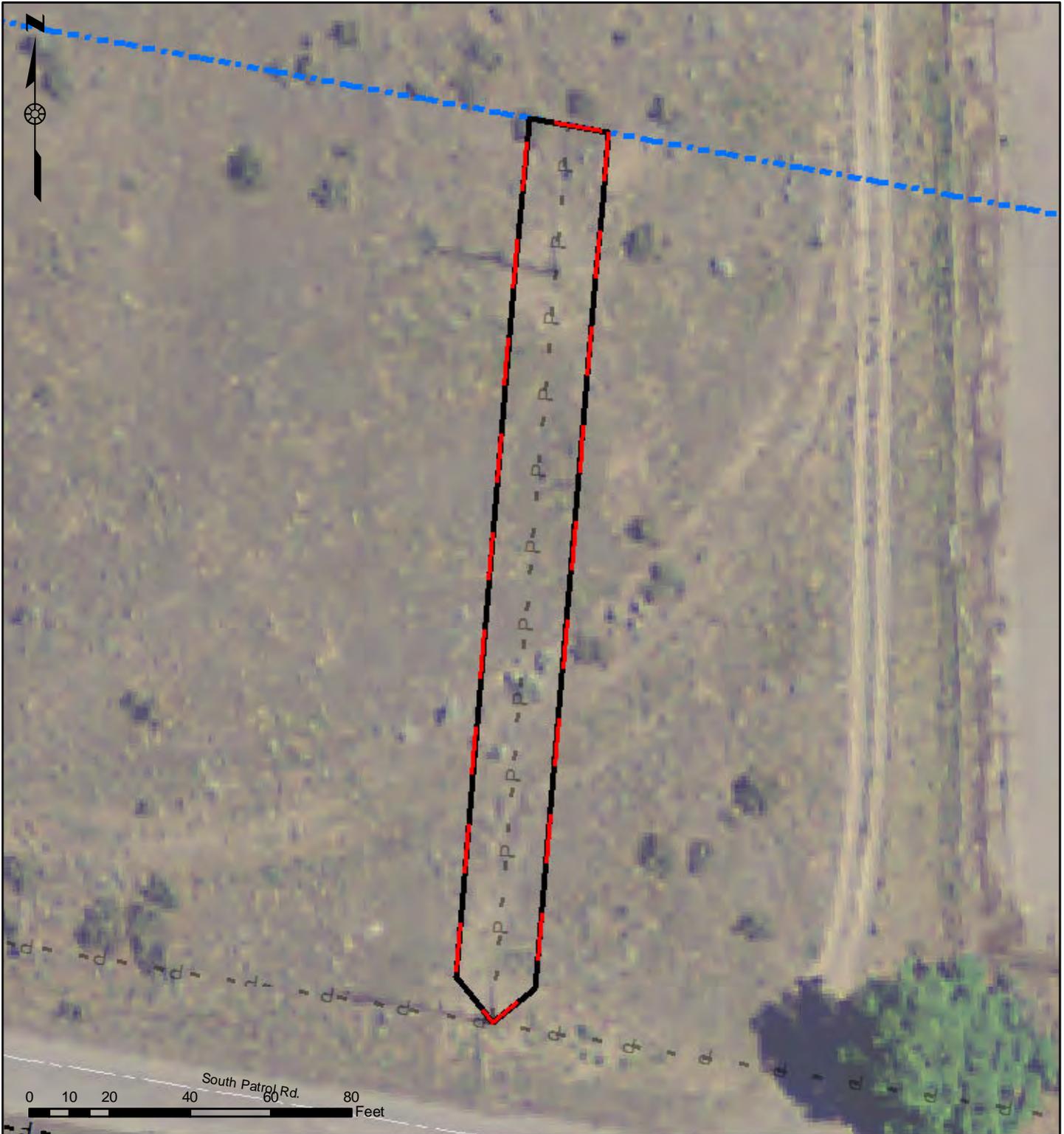
**Exhibit B**

|             |             |          |
|-------------|-------------|----------|
| Boundary    | Access      | Gas      |
| UCD         | Telephone   | Railroad |
| Bldg. Areas | Fiber Optic | Sewer    |
| Water       | Electrical  |          |

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# Camp Umatilla National Guard Training Center Utility & Access Tracts Tract 105E-4 (0.1 Ac.)

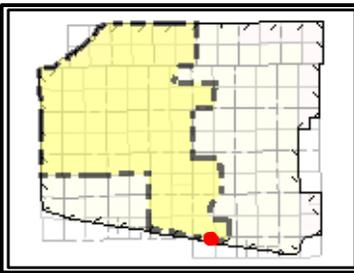


- Exhibit B**
- Boundary
  - UCD
  - Bldg. Areas
  - Water
  - Access
  - Telephone
  - Fiber Optic
  - Electrical
  - Gas
  - Railroad
  - Sewer

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# Camp Umatilla National Guard Training Center Utility & Access Tracts Tract 105E-5 (0.11 Ac.)

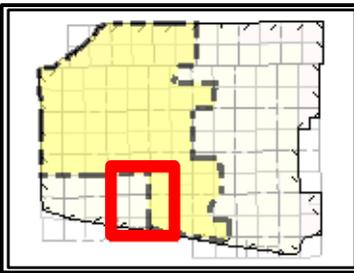
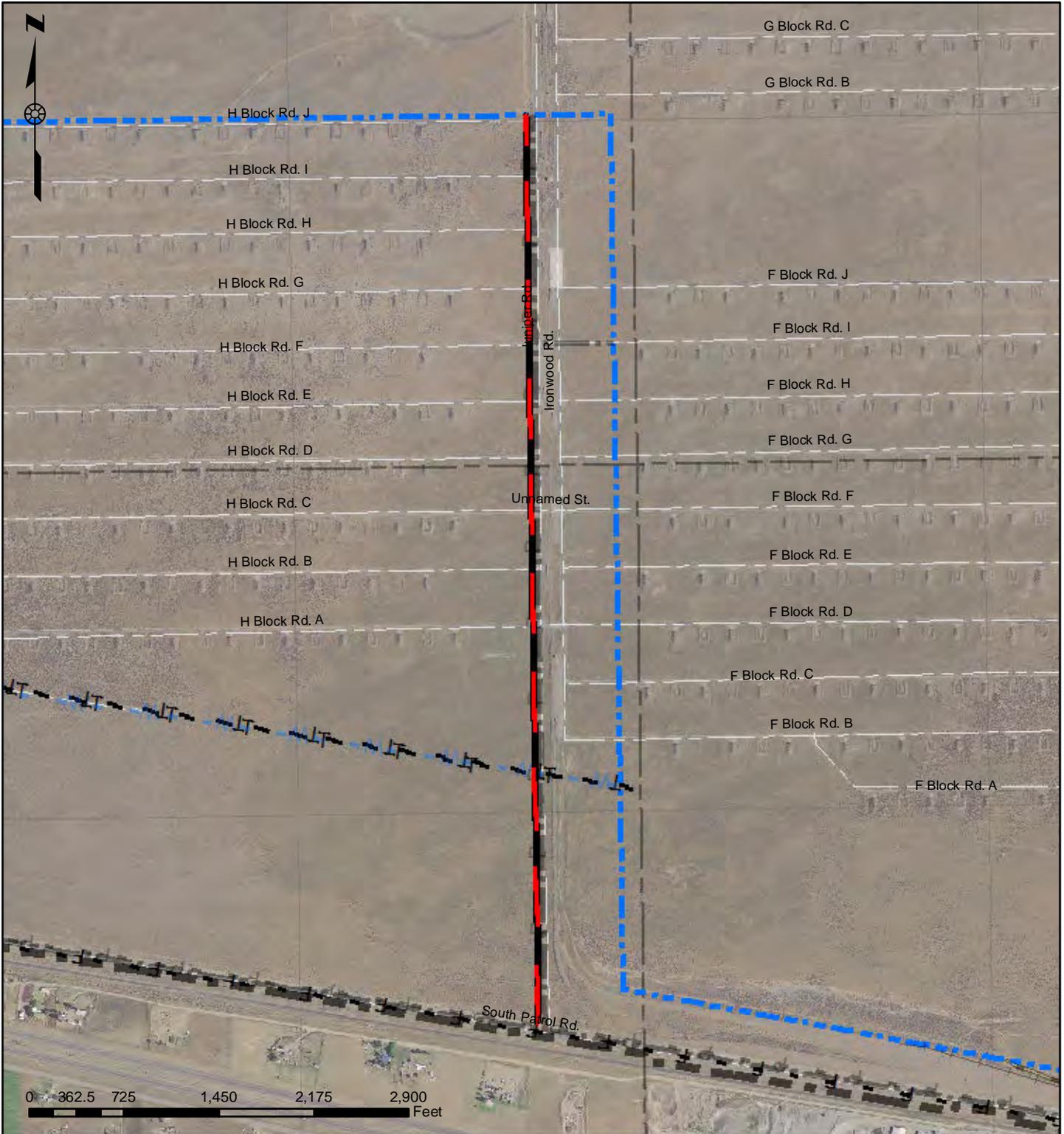


- Exhibit B**
- Boundary
  - UCD
  - Bldg. Areas
  - Water
  - Access
  - Telephone
  - Fiber Optic
  - Electrical
  - Gas
  - Railroad
  - Sewer

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# Camp Umatilla National Guard Training Center Utility & Access Tracts Tract 105E-6 (3.19 Ac.)

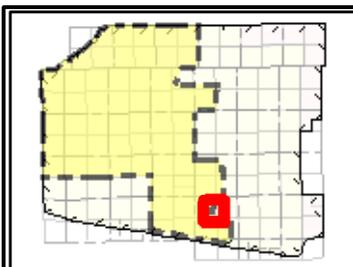
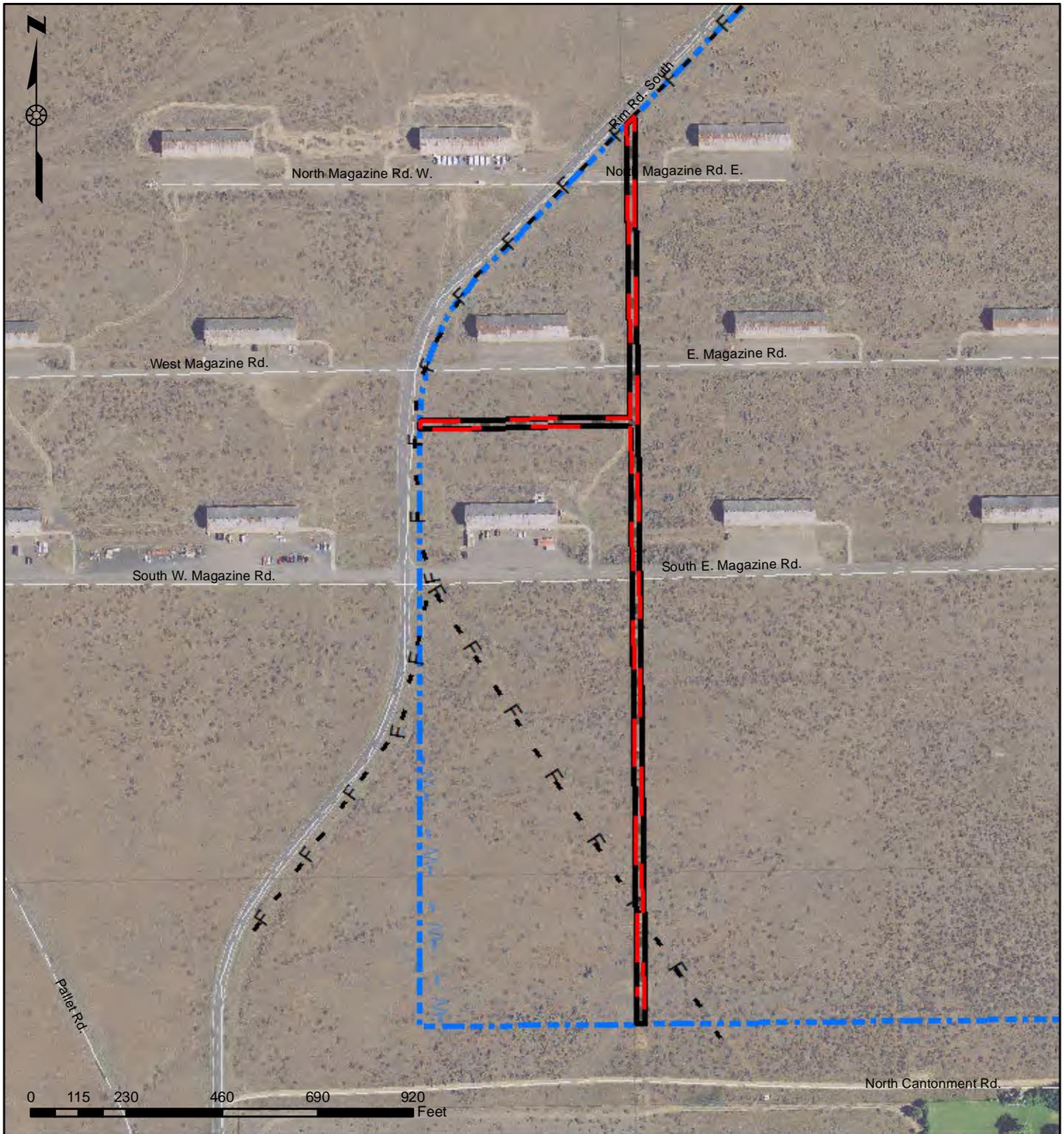


- Exhibit B**
- Boundary
  - UCD
  - Bldg. Areas
  - Water
  - Access
  - Telephone
  - Fiber Optic
  - Electrical
  - Gas
  - Sewer
  - Railroad

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# Camp Umatilla National Guard Training Center Utility & Access Tracts Tract 105E-7 (1.23 Ac.)



- Exhibit B**
- Boundary
  - Access
  - Gas
  - Telephone
  - Fiber Optic
  - Water
  - Electrical
  - Sewer
  - Railroad
  - Bldg. Areas

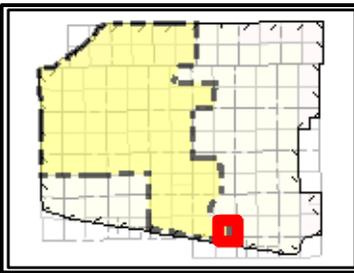
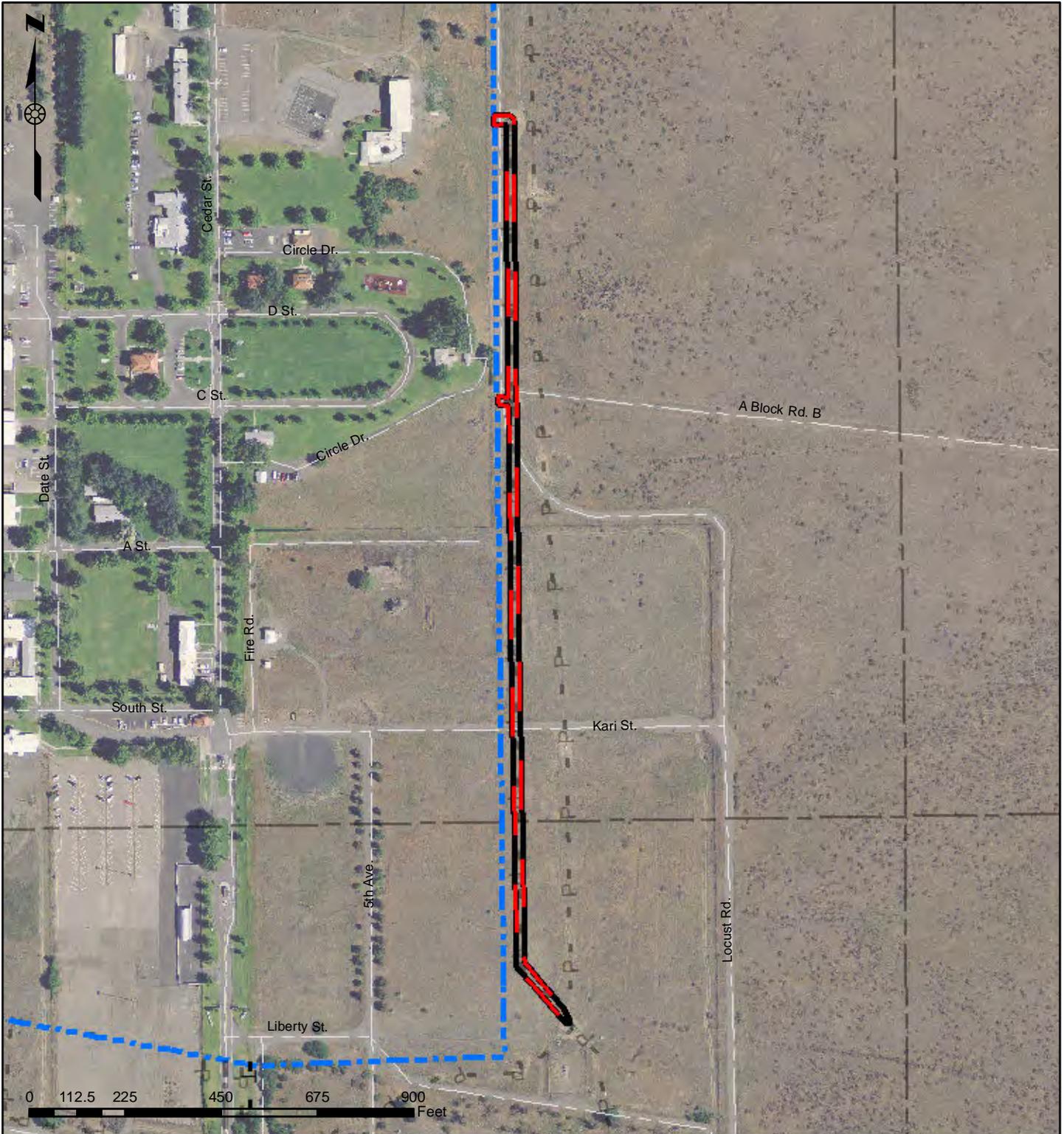
DISCLAIMER - While the United States Army Corps of Engineers, hereinafter referred to as USACE, has made a reasonable effort to insure the accuracy of the maps and associated data, its should be explicitly noted that USACE makes no warranty, representation or guaranty, either express or implied, as to the content, sequence, accuracy, timeliness or completeness of any of the data provided herein. The USACE, its officers, agents, employees, or servants shall assume no liability of any nature for any errors, omissions, or inaccuracies in the information provided regardless of how caused. The USACE, its officers, agents, employees or servants shall assume no liability for any decisions made or actions taken or not taken by the user of the maps and associated data in reliance upon any information or data furnished here. By using these maps and associated data the user does so entirely at their own risk and explicitly acknowledges that he/she is aware of and agrees to be bound by this disclaimer and agrees not to present any claim or demand of any nature against the USACE, its officers, agents, employees or servants in any forum whatsoever for any damages of any nature whatsoever that may result from or may be caused in any way by the use of the maps and associated data.





# Camp Umatilla National Guard Training Center Utility & Access Tracts

## Tract 105E-11 (1.01 Ac.)



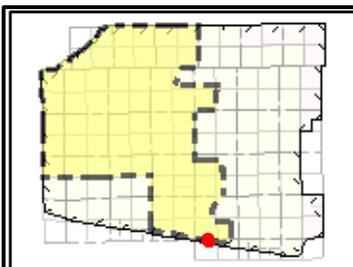
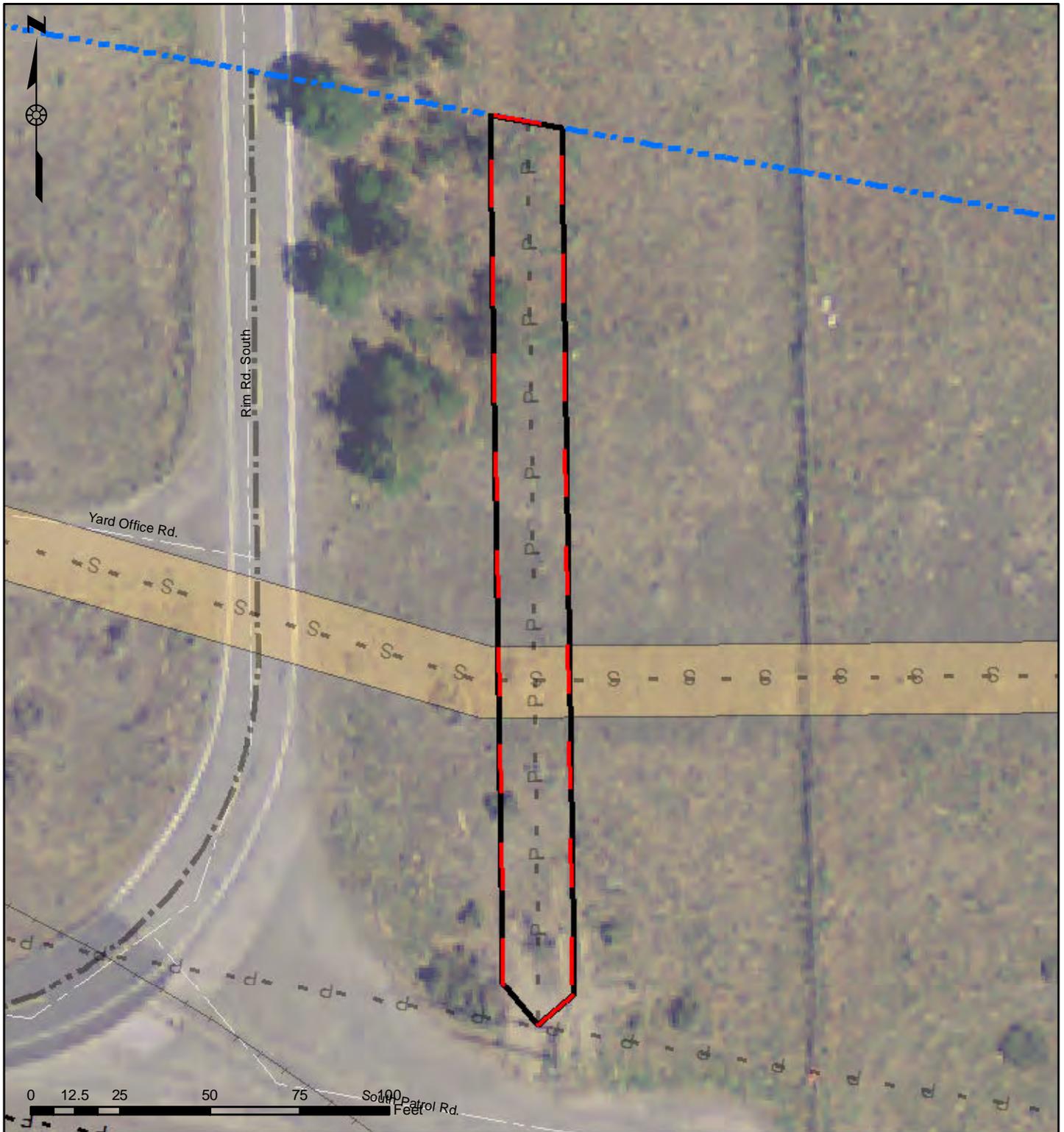
- Exhibit B**
- Boundary
  - UCD
  - Bldg. Areas
  - Water
  - Access
  - Telephone
  - Fiber Optic
  - Electrical
  - Gas
  - Railroad
  - Sewer

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# Camp Umatilla National Guard Training Center Utility & Access Tracts

## Tract 105E-12 (0.11 Ac.)



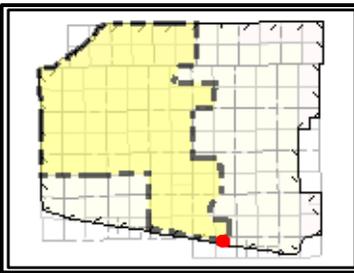
### Exhibit B

- |             |             |          |
|-------------|-------------|----------|
| Boundary    | Access      | Gas      |
| UCD         | Telephone   | Sewer    |
| Bldg. Areas | Fiber Optic | Water    |
| Water       | Electrical  | Railroad |

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# Camp Umatilla National Guard Training Center Utility & Access Tracts Tract 105E-13 (0.1 Ac.)



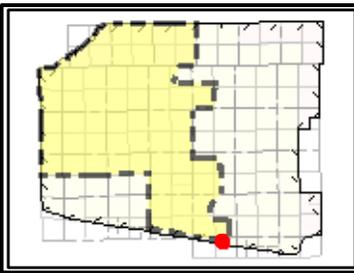
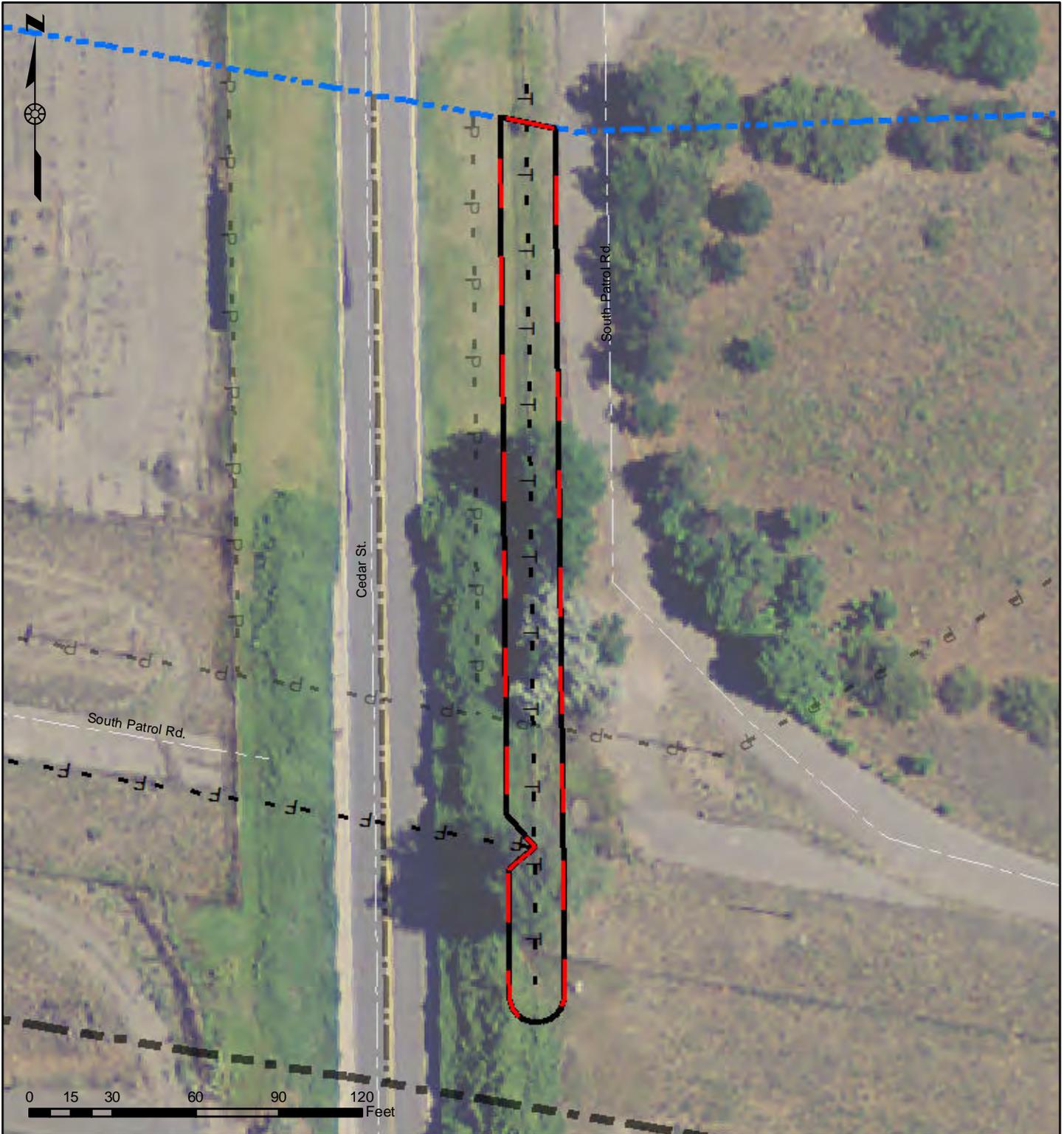
### Exhibit B

- Boundary
- UCD
- Bldg. Areas
- Water
- Access
- Telephone
- Fiber Optic
- Electrical
- Gas
- Sewer
- Railroad

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# Camp Umatilla National Guard Training Center Utility & Access Tracts Tract 107E-1 (0.15 Ac.)



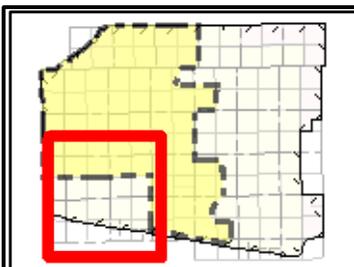
## Exhibit B

- |             |             |          |
|-------------|-------------|----------|
| Boundary    | Access      | Gas      |
| UCD         | Telephone   | Railroad |
| Bldg. Areas | Fiber Optic | Sewer    |
| Water       | Electrical  |          |

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# Camp Umatilla National Guard Training Center Utility & Access Tracts Tract 107E-3 (6.98 Ac.)

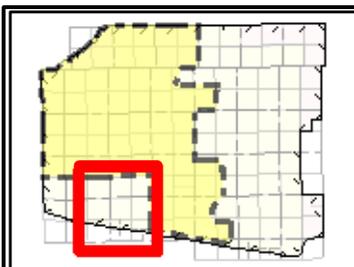


- Exhibit B**
- Boundary
  - Access
  - Gas
  - UCD
  - Telephone
  - Railroad
  - Bldg. Areas
  - Fiber Optic
  - Sewer
  - Water
  - Electrical

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# Camp Umatilla National Guard Training Center Utility & Access Tracts Tract 107E-4 (3.96 Ac.)

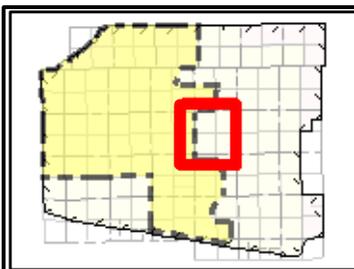


- Exhibit B**
- Boundary
  - Access
  - Gas
  - UCD
  - Telephone
  - Railroad
  - Bldg. Areas
  - Fiber Optic
  - Sewer
  - Water
  - Electrical

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# Camp Umatilla National Guard Training Center Utility & Access Tracts Tract 107E-6 (4.42 Ac.)



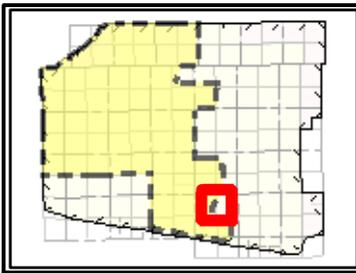
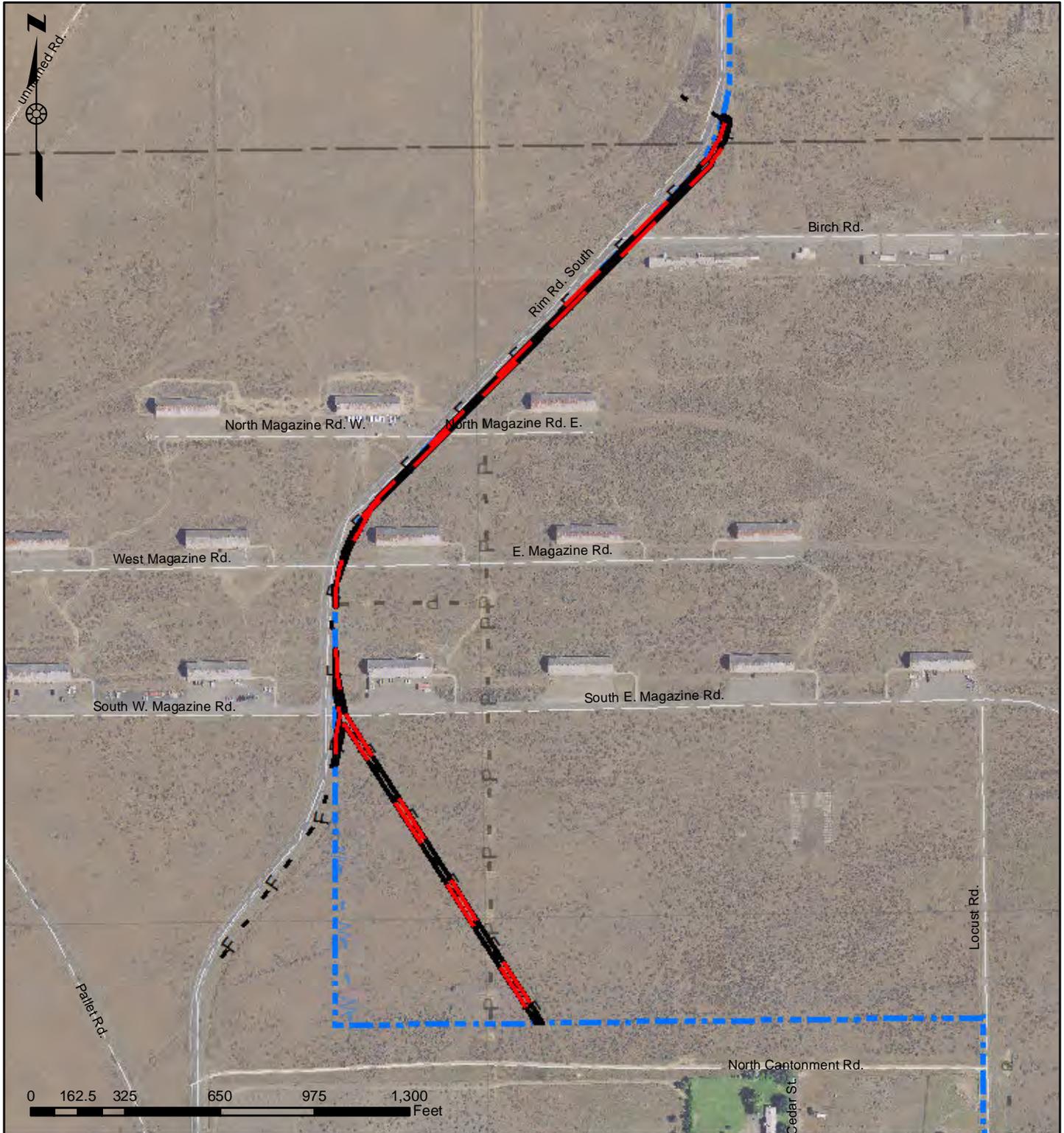
**Exhibit B**

|             |             |          |
|-------------|-------------|----------|
| Boundary    | Access      | Gas      |
| UCD         | Telephone   | Railroad |
| Bldg. Areas | Fiber Optic | Sewer    |
| Water       | Electrical  |          |

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# Camp Umatilla National Guard Training Center Utility & Access Tracts Tract 107E-7 (1.23 Ac.)



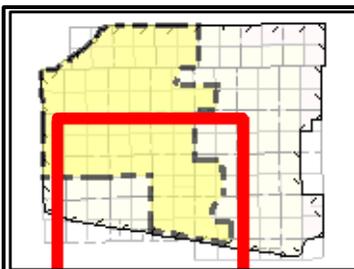
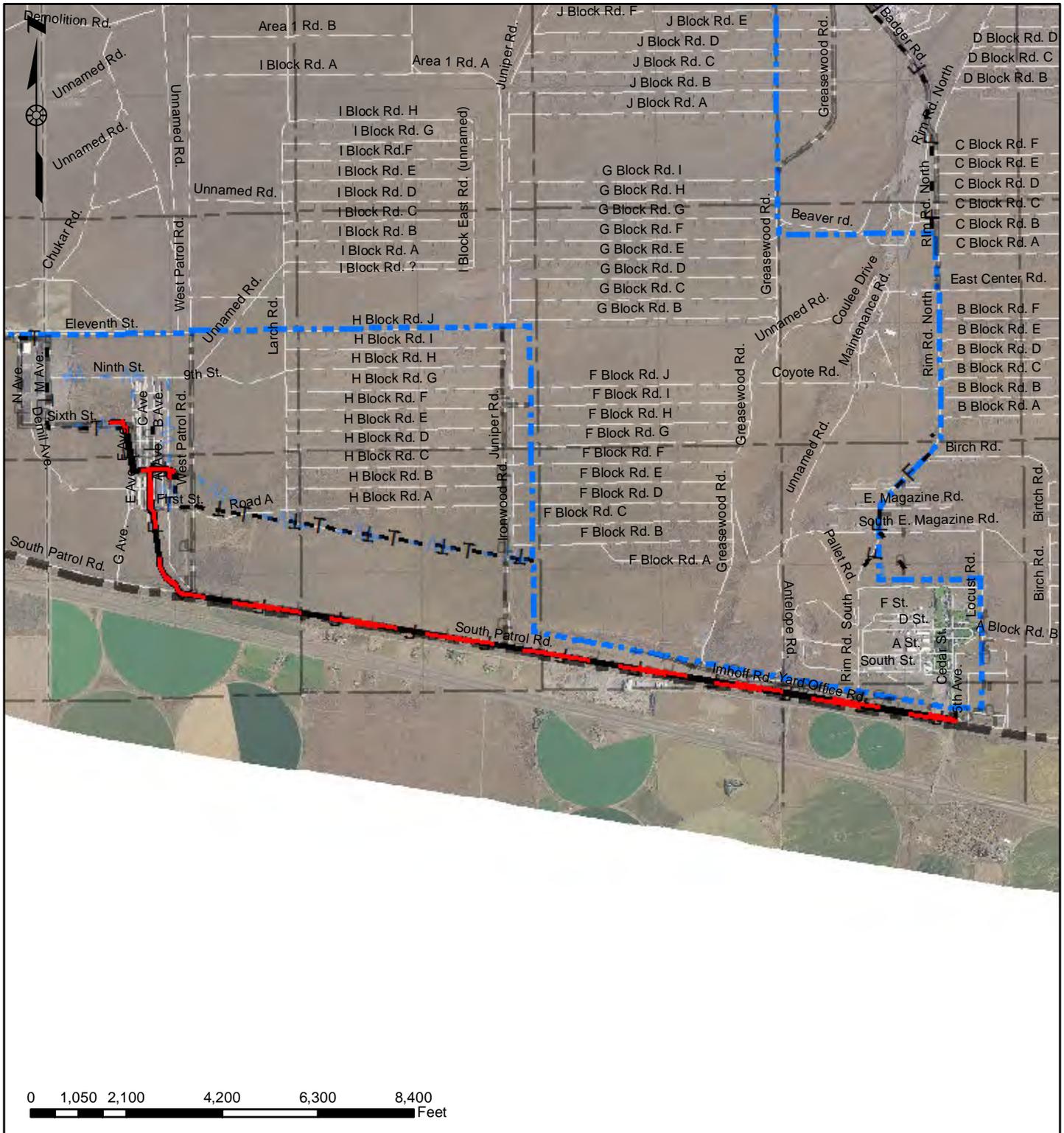
**Exhibit B**

|             |             |          |
|-------------|-------------|----------|
| Boundary    | Access      | Gas      |
| UCD         | Telephone   | Railroad |
| Bldg. Areas | Fiber Optic | Sewer    |
| Water       | Electrical  |          |

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# Camp Umatilla National Guard Training Center Utility & Access Tracts Tract 107E-8 (10.43 Ac.)

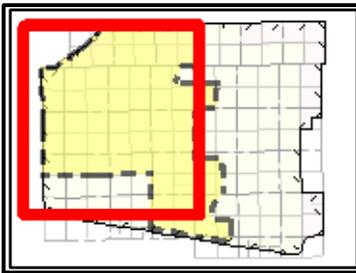
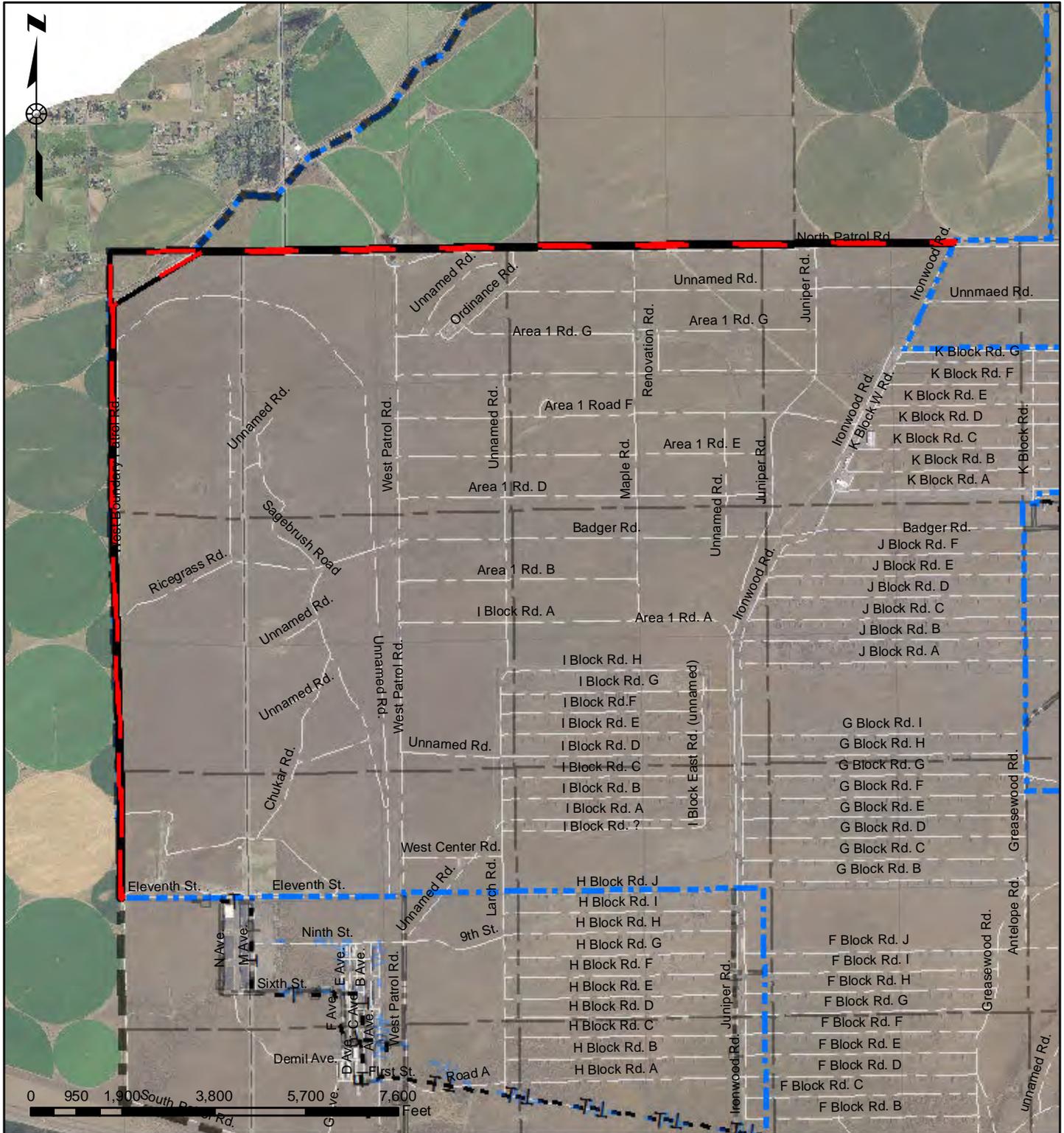


- Exhibit B**
- Boundary
  - Access
  - Gas
  - UCD
  - Telephone
  - Railroad
  - Bldg. Areas
  - Fiber Optic
  - Sewer
  - Water
  - Electrical

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# Camp Umatilla National Guard Training Center Utility & Access Tracts Tract 111E (63.74 Ac.)



## Exhibit B

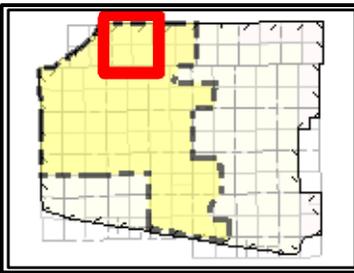
- |  |             |  |             |  |          |
|--|-------------|--|-------------|--|----------|
|  | Boundary    |  | Access      |  | Gas      |
|  | UCD         |  | Telephone   |  | Railroad |
|  | Bldg. Areas |  | Fiber Optic |  | Sewer    |
|  | Water       |  | Electrical  |  |          |

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# Camp Umatilla National Guard Training Center Utility & Access Tracts

## Tract 112E (640.61 Ac.)



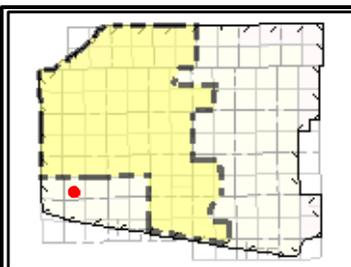
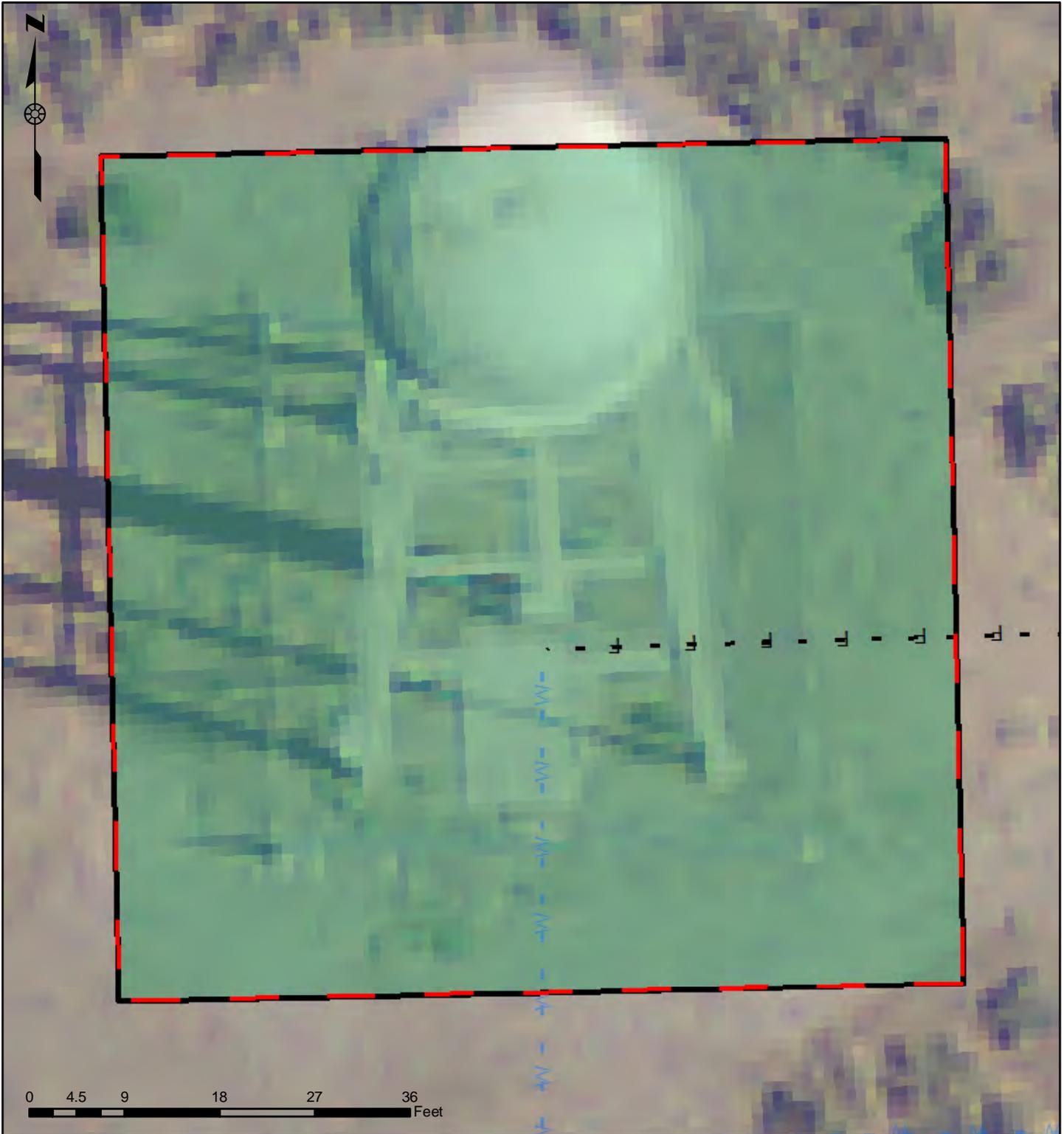
**Exhibit B**

|             |             |          |
|-------------|-------------|----------|
| Boundary    | Access      | Gas      |
| UCD         | Telephone   | Railroad |
| Bldg. Areas | Fiber Optic | Sewer    |
| Water       | Electrical  |          |

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# Camp Umatilla National Guard Training Center Utility & Access Tracts Tract 113E-1 (0.15 Ac.)

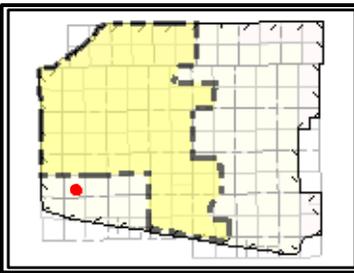
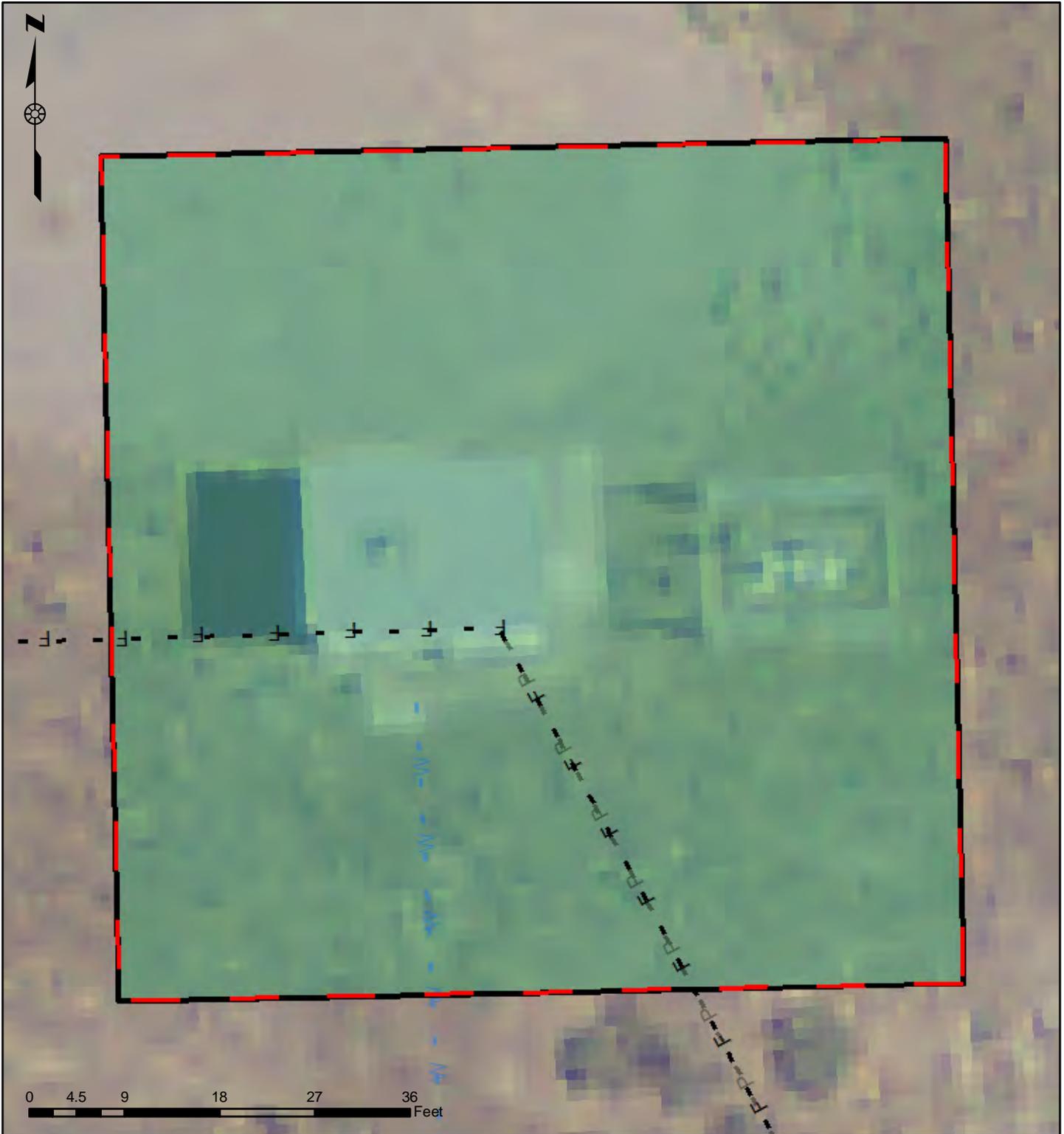


- Exhibit B**
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| Bldg. Areas | Fiber Optic | Sewer    |
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# Camp Umatilla National Guard Training Center Utility & Access Tracts Tract 113E-2 (0.15 Ac.)

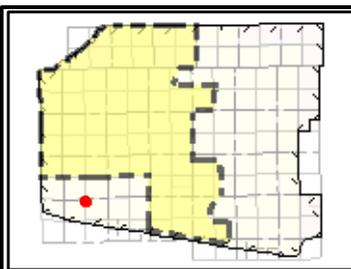
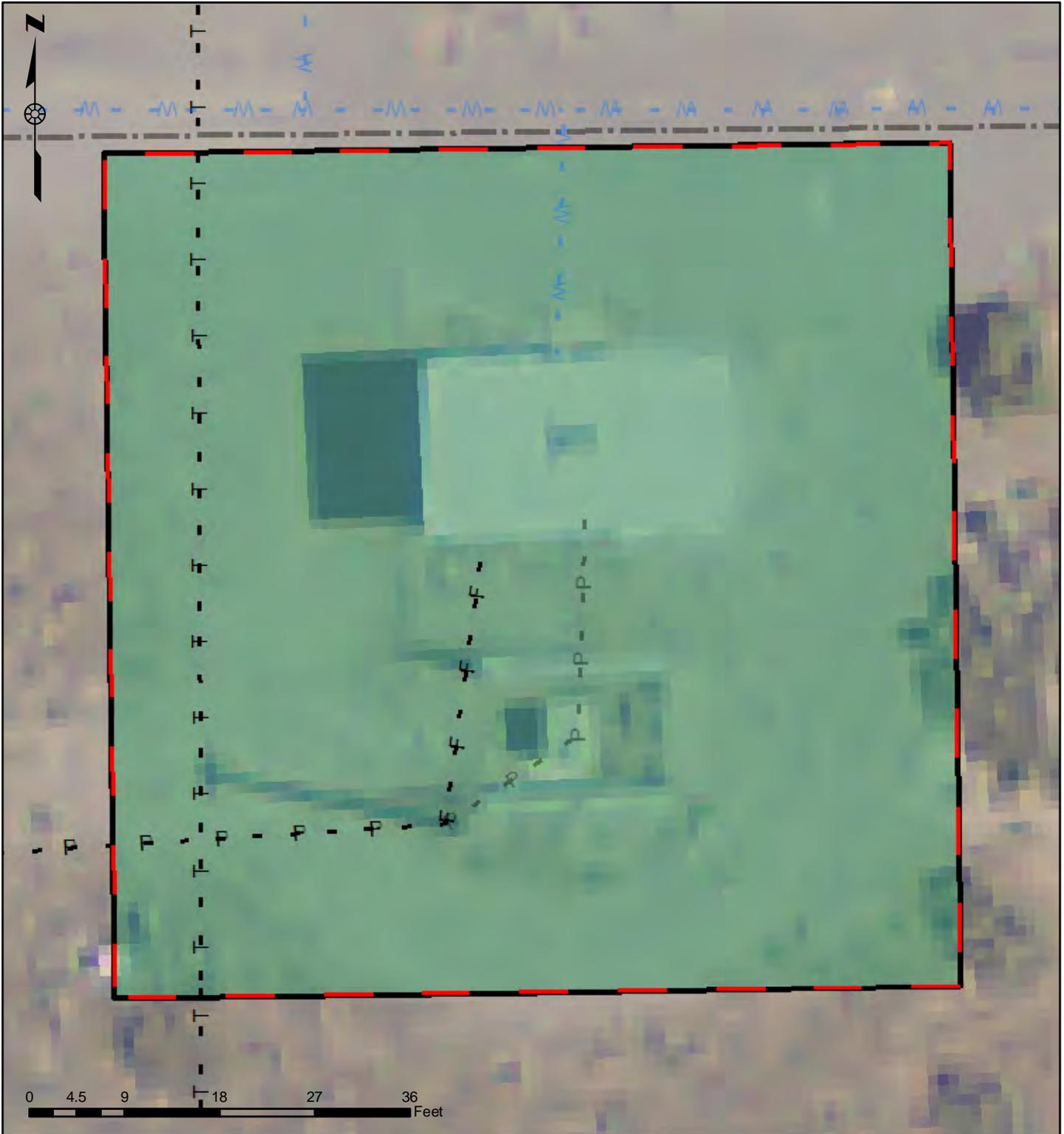


- Exhibit B**
- Boundary
  - UCD
  - Bldg. Areas
  - Water
  - Access
  - Telephone
  - Fiber Optic
  - Electrical
  - Gas
  - Railroad
  - Sewer

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# Camp Umatilla National Guard Training Center Utility & Access Tracts Tract 113E-3 (0.15 Ac.)

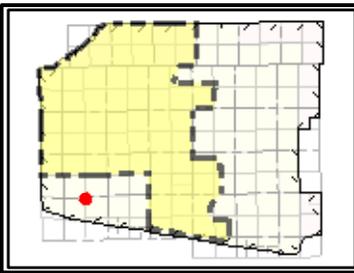


- Exhibit B**
- Boundary
  - Access
  - Gas
  - UCD
  - Telephone
  - Fiber Optic
  - Electrical
  - Bldg. Areas
  - Water
  - Sewer
  - Railroad

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# Camp Umatilla National Guard Training Center Utility & Access Tracts Tract 113E-4 (0.11 Ac.)



**Exhibit B**

|             |             |          |
|-------------|-------------|----------|
| Boundary    | Access      | Gas      |
| UCD         | Telephone   | Railroad |
| Bldg. Areas | Fiber Optic | Sewer    |
| Water       | Electrical  |          |

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**PENDING MAP FOR  
BOR CANAL**

**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:

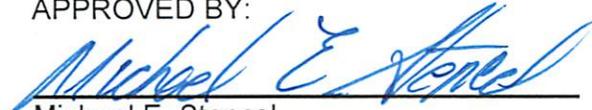
| <u>Well</u> | <u>Water Rights</u> | <u>Type Water Right</u>       | <u>Conveyance To</u> |
|-------------|---------------------|-------------------------------|----------------------|
| Well 4      | 1.11 cfs/498 gpm    | Fire Protection               | CDA                  |
| Well 5      | 1.11 cfs/498 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

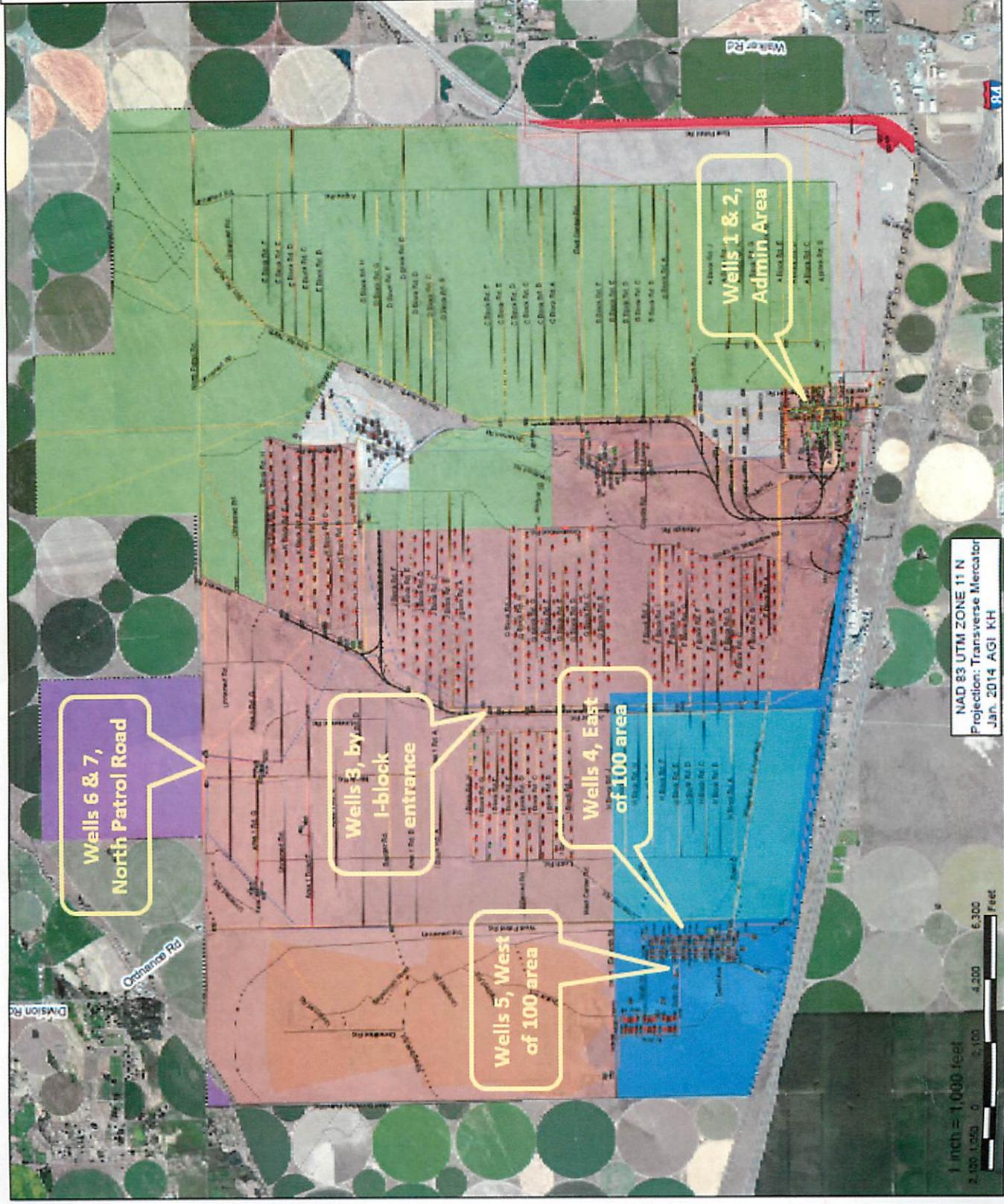
APPROVED BY:

  
 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



Wells 6 & 7,  
North Patrol Road

Wells 3, by  
I-block  
entrance

Wells 4, East  
of 100 area

Wells 5, West  
of 100 area

Wells 1 & 2,  
Admin Area

Umatilla Chemical Depot  
Future Planning  
& Existing Use Map

- 1. A Block Well 1
- 2. A Block Well 2
- 3. A Block Well 3
- 4. A Block Well 4
- 5. A Block Well 5
- 6. A Block Well 6
- 7. A Block Well 7
- 8. A Block Well 8
- 9. A Block Well 9
- 10. A Block Well 10
- 11. A Block Well 11
- 12. A Block Well 12
- 13. A Block Well 13
- 14. A Block Well 14
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- 98. A Block Well 98
- 99. A Block Well 99
- 100. A Block Well 100



Address:  
78786 Ordnance Rd  
Hermiston, OR  
97638



Umatilla County  
Seal



NAD 83 UTM ZONE 11 N  
Projection: Transverse Mercator  
Jan. 2014 AGI KH



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**AND**  
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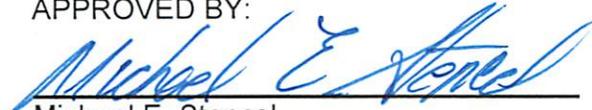
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APPROVED BY:

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

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



## ENVIRONMENTAL PERMITS AT UMATILLA CHEMICAL DEPOT (UMCD)

### APPLICABLE TO THE COLUMBIA DEVELOPMENT (CDA) PARCEL

May 13, 2020

Commented [WCHCUHO(1)]: Update may be appropriate prior to EDC MOA execution in 2022.

#### **Resource Conservation and Recovery Act (RCRA) Permit**

The Umatilla Chemical Agent Disposal Facility (UMCDF) was a RCRA permitted Treatment, Storage, and Disposal Facility constructed and operated for the sole purpose of destroying the chemical agents stored at UMCD. The UMCDF has completed RCRA closure for both the facility and the storage igloos of permit ORQ 000 009 431. The applicable land use controls have been incorporated into the UMCD RCRA permit OR6 213 820 917.

The UMCD had RCRA permit OR6 213 820 917 for the storage of chemical agent and agent related waste in I-, J-, and K-Blocks and for non-agent waste storage in other locations throughout the depot. The Army has completed the RCRA closure process for the permitted units located on the Property and applicable land use controls (LUCs) have been incorporated into the permit. The Army is in the process of closing the RCRA permit. The LUCs will be established via an Easement and Equitable Servitude (EES) to be recorded on the property when it transfers out of federal ownership. The LUCs prohibit residential use, agricultural use, child care facilities and recreational uses where children may be present, and educational facilities for children/young adults.

#### **Septic Systems Permits**

The Oregon Water Pollution Control Facility Permit Number 101456 and National Pollution Discharge Elimination System (NPDES) 200-J are permits for the individual septic systems throughout the installation, including the UMCDF. The systems in the CDA area have been winterized and/or abandoned. The Oregon Department of Environmental Quality approved the closure of the permits on April 4, 2019. Those septic tanks that have been abandoned have been filled in. The remaining winterized septic systems are UMCDF, E-38 gate, and Buildings 662 and 663. Future owners will need to apply for a new permit for these systems.

#### **Drinking Water Permit**

UMCD has two public drinking water systems. Both are non-transient/non-community systems. In both systems, water is obtained through groundwater wells and treated with gas chlorination. In 2017, 7,500 acres transferred to the National Guard Bureau with a subsequent lease to the Oregon Army National Guard (ORARNG). Both permits will remain with the ORARNG after transfer.

The Oregon Department of Human Services Drinking Water Program assigned Public Water System (PWS) Identification Number OR4101136 to the system that serves the UMCD administration area and includes wells 1, 2, 4, and 5. Water is piped from wells 4 and 5 in the southwest corner of UMCD to the administration area. Wells 1 and 2 are located in the administration area, but are currently not functioning.

PWS Identification Number OR4194664 refers to the water system that serves the northern

portion of UMCD and consists of wells 6 and 7. They support the buildings in K-Block, the northern part of the base, and the UMCDF.



**DEPARTMENT OF THE ARMY**  
**OFFICE OF THE ASSISTANT SECRETARY OF THE ARMY**  
**INSTALLATIONS AND ENVIRONMENT**  
**110 ARMY PENTAGON**  
**WASHINGTON, DC 20310-0110**

Greg Smith  
Columbia Development Authority, Executive Director  
Two Marine Drive  
P.O. Box 200  
Boardman, Oregon, 97818

Dear Mr. Smith,

The purpose of this letter is to emphasize the requirements of preparing and submitting annual financial statements in accordance with current Economic Development Conveyance (EDC) legislation, as well as in accordance with Article 4 of the Agreement between the Army and the Columbia Development Authority (“CDA” and/or “LRA”) for the less than fair market value conveyance of a 9,539.45 acre portion of the former Umatilla Chemical Depot (UMCD). The National Defense Authorization Act for FY 2010 provides for the transfer of real and personal property to a local redevelopment authority (LRA), below estimated fair market value in consideration for a share of revenues that the LRA receives from third party buyers or lessees from the sale or lease of the conveyed property. This legislation also requires all EDC recipients to reinvest proceeds received from the sale, lease or equivalent use of former military base assets into job-generation and economic redevelopment activities of or related to the Property. **Enclosure 1** lists the 12 allowable categories for reinvestment. In addition, activities that directly relate to the 12 categories may also be considered appropriate and allowable uses of proceeds.

For this approved EDC, the Department of Defense and the Army require that the CDA submit annual financial statements, certified by an independent Certified Public Accountant (CPA) that account for the reinvestment of proceeds generated from the EDC property into one or more of the allowable categories. The Army also requires a U.S. Army Audit Agency review and report of the CDA’s annual financial statements. The Army requires the following from the CDA to fully evaluate whether proceeds were properly invested:

- Submit financial statements certified by an independent certified public accounting firm. The CPA’s audit report should express an opinion on the CDA’s financial position, results of its operations, and whether the financial statements were presented fairly in all material respects.
- Include in the statements (or as supplemental statements) a breakdown of the revenues and expenditures generated from the Property conveyed to the CDA under the EDC authority. Expenditures need to be broken down into the 12 categories to show where the proceeds were reinvested. In addition, the Army requires notes to the financial statements and supplemental schedules that further explain the sources of revenues, expenditures, and the CDA’s plans for redeveloping the discounted EDC property.

For your consideration, **Enclosure 2** is a framework for financial statements that the Army finds acceptable. These examples are intended to provide only a framework for the minimum amount of data required for preparing financial statements. **Enclosure 3** is an example of notes to the financial statement explaining revenues, expenses, and future plans for the discounted EDC property. **Enclosure 4** is an example of a supplemental schedule detailing the sources of revenues. **Enclosure 5** contains the mailing addresses for the annual financial statements.

Your accounting reports must also include accurate statements of gross revenues received for Army review and verification of income. The Army will review your annual reports to include monthly totals of gross income for each source of income received by the District. Each source of revenue must be reported separately (i.e., agricultural leases, real property sales, land and building lease revenues, etc.), in line with the sources of income. These reports must be supported by transactional details that would be made available if requested by the Army. The Army will require annual reports of gross income for a period of seven (7) years following the date of Closing. Annual reporting of gross revenues by source of income must be included in the reporting required to show reinvestment of revenues and expenditures under the EDC legislation, as discussed in the prior paragraphs above, and must include payments to the Army (if any).

The Army requests your timely submission of all appropriate financial statements. If you have any questions or concerns, please contact Tom Lineer at: [thomas.a.lineer.civ@army.mil](mailto:thomas.a.lineer.civ@army.mil) or with Army G-9 at 703-371-6785.

Sincerely,

Carla K. Coulson  
Deputy Assistant Secretary of the Army  
(Installations, Housing, and Partnerships)

## **Enclosure 1 - Listing of 12 Allowable Categories**

Allowable activities for reinvestment of proceeds (“the 12 Categories”) are the following:

1. Road construction and public buildings.
2. Transportation management facilities.
3. Storm and sanitary sewer construction.
4. Police and fire protection facilities and other public facilities.
5. Utility construction.
6. Building rehabilitation.
7. Historic property preservation.
8. Pollution prevention equipment or facilities.
9. Demolition.
10. Disposal of hazardous materials generated by demolition.
11. Landscaping, grading, and other site or public improvements.
12. Planning for or the marketing of the development and reuse of the installation.

## **Enclosure 2 – Framework for Financial Statements**

Below are examples of a Balance Sheet, Statement of Revenues and Expenditures, Changes in Fund Equity, and Statement of Cash Flows. These examples are intended to provide only a framework for the minimum amount of data required for preparing the financial statements. The lines items listed are not and were not intended to be all inclusive of the line items required for the statements. Local redevelopment authorities are in a better position to know what line items they should include to ensure the financial statements reasonably present, without material misstatement, their operations and financial position. DoD and the Army require certified statements to ensure that LRA's comply with Section 2715 of the 2010 National Defense Authorization Act.

**Local Redevelopment Authority  
Balance Sheet**

**Date  
(\$ in thousands)**

| <u>Assets</u>   | <u>EDC</u><br><u>(Operating</u><br><u>Fund of</u><br><u>Authority)</u> | <u>Other</u><br><u>(*)</u> | <u>Grants</u> | <u>Total</u> |
|---|--|----------------------------|---------------|--------------|
| Cash  |  |                            |               |              |
| Accounts receivable (Net of Allowance for Doubtful Accounts)  |  |                            |               |              |
| Inventory   |  |                            |               |              |
| Property, Plant and Equipment (Net of Depreciation)   |  |                            |               |              |
| Other Assets  |  |                            |               |              |
| <b>Total Assets</b>   |  |                            |               |              |
| <b><u>Liabilities and Fund Equity</u></b>   |  |                            |               |              |
| <b>Liabilities</b>  |  |                            |               |              |
| Accounts Payable  |  |                            |               |              |
| Contracts Payable   |  |                            |               |              |
| Accrued Liabilities   |  |                            |               |              |
| Deferred Revenue  |  |                            |               |              |
| Other Liabilities   |  |                            |               |              |
| <b>Total Liabilities</b>  |  |                            |               |              |
| <b>Fund Equity</b>  |  |                            |               |              |
| Investment in General Fixed Assets  |  |                            |               |              |
| Unrestricted/Undesignated Equity  |  |                            |               |              |
| Restricted/Designated Equity  |  |                            |               |              |
| <b>Total Fund Equity</b>  |  |                            |               |              |
| <b>Total Liabilities and Fund Equity</b>  |  |                            |               |              |
| <p>(*) Other includes sales and/or any other source of revenues, expenditures, and/or benefits that are derived from the disposal and/or other use of transferred Federal property, such as, subleases.</p> <p>The accompanying notes are an integral part of the financial statements. Notes should include, at a minimum, information about the methods used to calculate allowance for bad debts and depreciation and identify what or how parcels, if property was transferred in phases, are included in the statement</p> |  |                            |               |              |

## Framework for Financial Statements (cont'd)

### Statement of Revenues and Expenses

| <b>Local Redevelopment Authority</b><br><b>Statement of Revenues and Expenses</b><br><b>For the Period Ended [Date]</b><br><b>(\$ in Thousands)</b>   |  |                  |               |              |
|---|--|------------------|---------------|--------------|
| <u>Revenue</u>  | <u>EDC</u><br><u>(Operating</u><br><u>Fund of</u><br><u>Authority)</u> | <u>Other (*)</u> | <u>Grants</u> | <u>Total</u> |
| Sales Income Rent/Lease Income  |  |                  |               |              |
| Utility Income  |  |                  |               |              |
| Housing Income  |  |                  |               |              |
| Income from Sale of Property  |  |                  |               |              |
| Interest Income   |  |                  |               |              |
| Other Income  |  |                  |               |              |
| <b>Total Revenue</b>  |  |                  |               |              |
| <b><u>Expenditures</u></b>  |  |                  |               |              |
| Road Construction   |  |                  |               |              |
| Transportation management facilities  |  |                  |               |              |
| Storm and sanitary sewer construction   |  |                  |               |              |
| Police and fire protection facilities   |  |                  |               |              |
| Utility construction  |  |                  |               |              |
| Building rehabilitation   |  |                  |               |              |
| Historic property preservation  |  |                  |               |              |
| Pollution prevention equipment/facilities   |  |                  |               |              |
| Demolition  |  |                  |               |              |
| Disposal of hazardous materials   |  |                  |               |              |
| Landscaping and other site improvements   |  |                  |               |              |
| Planning and marketing  |  |                  |               |              |
| <b>Total Expenditures</b>   |  |                  |               |              |
| <b>Net Revenues Less Expenditures</b>   |  |                  |               |              |
| <p>(*) Other includes sales and/or any other source of revenues, expenditures, and/or benefits that are derived from the disposal and/or other use of transferred Federal property, such as, subleases.</p> <p>The accompanying notes are an integral part of the financial statements. Notes should include, at minimum, information about the methods used to calculate allowance for bad debts and depreciation and identify what or how parcels, if property was transferred in phases, are included in the statements.</p> |  |                  |               |              |

**Framework for Financial Statements (cont'd)**  
**Statement of Changes in Fund Equity**

| <b>Local Redevelopment Authority</b><br><b>Statement of Changes in Fund Equity</b><br><b>For the Period Ended [Date]</b><br><b>(\$ in Thousands)</b>   |  |  |                      |                     |
|--|--|--|----------------------|---------------------|
| <b>Net Revenues Less Expenditures</b><br><b>Other Financing Sources (Uses)</b><br>Transfers in<br>Transfers out<br><b>Total Other Financing Sources (Uses) Net of</b><br><b>Revenues and Other Sources Less Expenditures</b><br><b>Changes in Fund Equity</b>  | <u><b>EDC</b></u><br><u><b>(Operating</b></u><br><u><b>Fund of</b></u><br><u><b>Authority)</b></u> | <u><b>Other</b></u><br><u><b>(*)</b></u> | <u><b>Grants</b></u> | <u><b>Total</b></u> |
| <b>Fund Equity at Beginning of Period Fund Equity at</b><br><b>End of Period</b>   |  |  |                      |                     |
| (*) Other includes sales and/or any other source of revenues,<br>expenditures, and/or benefits that are derived from the disposal<br>and/or other use of transferred Federal property, such as,<br>subleases.  |  |  |                      |                     |
| The accompanying notes are an integral part of the financial<br>statements. Notes should include, at minimum, information about<br>the methods used to calculate allowance for bad debts and<br>depreciation and identify what or how parcels, if property was<br>transferred in phases, are included in the statements. |  |  |                      |                     |

**Framework for Financial Statements (cont'd)**  
**Statement of Cash Flows**

| <b>Local Redevelopment Authority</b><br><b>Statement of Cash Flows</b><br><b>For the Period Ended [Date]</b><br><b>(\$ in Thousands)</b>   |  |                            |               |                                |
|--|--|----------------------------|---------------|--------------------------------|
|  | <u>EDC</u><br><u>(Operating</u><br><u>Fund of</u><br><u>Authority)</u><br><u>XXX</u> | <u>Other</u><br><u>(*)</u> | <u>Grants</u> | <u>Total</u><br><br><u>XXX</u> |
| <b>Cash at Beginning of Year</b>   |  |                            |               | <u>XXX</u>                     |
| <b>Cash Flows from Operating Activities</b>  |  |                            |               |                                |
| Cash received from:  |  |                            |               |                                |
| Leases   |  |                            |               |                                |
| Developer Fees   |  |                            |               |                                |
| Other  |  |                            |               |                                |
| Cash paid for:   |  |                            |               |                                |
| Wages  |  |                            |               |                                |
| Costs of Providing Services  |  |                            |               |                                |
| <b>Net Cash Flow From Operations</b>   |  |                            |               |                                |
| <b>Cash Flows from Investing Activities</b>  |  |                            |               |                                |
| Cash received from:  |  |                            |               |                                |
| Sale of Property or Equipment  |  |                            |               |                                |
| Deposits received from developers  |  |                            |               |                                |
| Collection of Principal on Loans   |  |                            |               |                                |
| Cash paid for:   |  |                            |               |                                |
| Purchase of Property and Equipment   |  |                            |               |                                |
| Making loans to other entities   |  |                            |               |                                |
| <b>Net Cash Flow from Investing Activities</b>   |  |                            |               |                                |
| <b>Cash Flows from Financing Activities</b>  |  |                            |               |                                |
| Cash received from:  |  |                            |               |                                |
| Bond Proceeds  |  |                            |               |                                |
| Borrowing  |  |                            |               |                                |
| Cash paid for:   |  |                            |               |                                |
| Repayment of Loans   |  |                            |               |                                |
| <b>Net Cash Flows from Financing Activities</b>  |  |                            |               |                                |
| <b>Net Increase in Cash</b>  |  |                            |               | <u>XXX</u>                     |
| <b>Cash at End of Year</b>   | <u>XXX</u>   |                            |               | <u>XXX</u>                     |
| (*) Other includes sales and/or any other source of revenues, expenditures, and/or benefits that are derived from the disposal and/or other use of transferred Federal property, such as, subleases.   | <u>XXX</u>   |                            |               |                                |
| The accompanying notes are an integral part of the financial statements. Notes should include, at minimum, information about the methods used to calculate allowance for bad debts and depreciation and identify what or how parcels, if property was transferred in phases, are included in the statements. |  |                            |               |                                |

## **Enclosure 3 – Example of Explanations Included in Notes to Financial Statements**

### **NOTE X – ARMY’S LESS THAN FAIR MARKET VALUE ECONOMIC DEVELOPMENT CONVEYANCE PROPERTY**

The LRA Authority received \_\_\_\_\_ acres of the former \_\_\_\_\_ for consideration of \$**XX,XXX.XX** on XX Month \_\_\_\_ for a less than fair market value economic development conveyance.

For the year ended **XXXX**, the LRA earned \$**XX** million in revenue from the use of the property conveyed to it at less than fair market value by the Army. An example of a breakdown of the revenues received is:

\$**XX** million net proceeds from the sale of one parcel of property to **XXXXXX** Company which plans to lease these buildings to industrial and office tenants.

\$**XX** million deferred revenue from a deposit made by **XXXXXX** Company on another parcel of property, which plans to develop a retail shopping center on the site.

\$**XX** million net proceeds from an auction of personal and real property left by the Army as part of the property conveyed to the authority.

For the year ended **XXXXXX**, the LRA incurred expenditures for:

Extending an interstate to provide access road.

Snow removal and grass cutting.

Advertising with **XXXX** newspaper or real estate firm.

Municipal services.

Salary and wages.

The LRA also issued a bond [or obtained a loan] of \$**XX** on XX month 2011 that has a 5-year term at 5 percent interest, compounded annually. Proceeds of this bond [loan] were used for **XXX** and will be used for **XXX**.

The LRA plans to redevelop the property conveyed to them at less than fair market value by the Army by building an industrial park. As of the **XXXXXXX**, the LRA has sold (or leased) one of the parcel(s) and is entering into agreements of sale for the other two parcels.

**Enclosure 4 – Example of a Supplemental Schedule Detailing Sources of Revenue**

**Sale of Real Property**

Local Redevelopment Authority

Years Ended

Fort Anywhere, Texas

June 2010 and 2011

|                        | ABC College          | XYZ Publishing         | WE Mfg     | EFG Mfg<br>(1) |
|------------------------|----------------------|------------------------|------------|----------------|
| Gen Prop Description   | Child Dev.<br>Center | Print Plant<br>Bldg.18 | Bldg 650   | Bldg. 65 & 66  |
| Date orig. created     | 5/22/10              | 7/18/10                | 1/26/11    | 7/15/11        |
| Contract Amount        | \$250K               | \$625K                 | \$1,150K   | \$1,450K       |
| Adjustment to Contract |                      | \$25K                  |            | \$35K          |
| Collected in FY 2010   | (\$150K)             | (\$50K)                |            |                |
| Collected in FY 2011   | \$0                  | (\$600K)               | (\$1,150K) | (\$1,000K)     |
| Uncollected Balance    | \$100K               |                        |            | \$485K         |
| Due to Authority       |                      |                        |            |                |
| FY ____                | \$100K               |                        |            | \$285K         |
| FY ____                | \$0                  | \$0                    | \$0        | \$200K         |

Add any Notes Here

(1) Collection of future amounts could be accelerated

## **Enclosure 5 – Mailing Addresses for Annual Financial Statements**

The District should mail its annual financial statements to the following.

To Army at:

Office of Assistant Chief of Staff for Installation Management  
Attn: BRAC Division (DAIM-ODB) c/o Gwen Bingham  
600 Army Pentagon  
Washington, DC 20310-0600

With a copy to:

DAIM-ODB (BRAC Division)  
Attn: James E. Briggs, Program Manager  
Taylor Building/NC3, Room 5000  
2530 Crystal Drive  
Arlington, VA 22202

With a copy to:

U.S. Army Corps of Engineers  
CENWS-RE  
Attn: Bruce Rhode  
Chief, Real Estate Division  
4735 E. Marginal Way South  
Seattle, WA 98124-3755

DEPARTMENT OF THE ARMY

LEASE NO. DACA67-1-20-40

UNDER

BASE REALIGNMENT AND CLOSURE (BRAC)  
UMATILLA CHEMICAL DEPOT  
MORROW AND UMATILLA COUNTIES, OREGON

THIS LEASE, made on behalf of the United States, between the **SECRETARY OF THE ARMY ("Lessor")**, and the Columbia Development Authority ("**Lessee**").

**WITNESSETH:**

That the Secretary of the Army, by the authority of Title 10, United States Code, Section 2667, and for the consideration hereinafter set forth, hereby leases to the Lessee approximately 5,530.64 acres, including 1,604.33 acres for solar investigation, 40.62 acres for irrigated field crops, and 417.43 acres for igloo storage, as identified in EXHIBIT A with buildings and structures identified in EXHIBIT B.1 and shown on EXHIBIT B.2, attached hereto and made a part hereof, together with nonexclusive use of paved roads from Interstate 84, hereinafter referred to as the "Leased Premises", within the Umatilla Chemical Depot (the Depot), Oregon.

**THIS LEASE** is granted subject to the following conditions:

**1. AUTHORIZED REPRESENTATIVES**

The Secretary of the Army, the "Lessor", may act by and through the Real Estate Contracting Officer, Seattle District, or through other duly authorized representatives. Except as otherwise specifically provided, any reference herein to "Secretary of the Army", "Real Estate Contracting Officer", "Lessor" or "Chief, Real Estate Division" shall include their duly authorized representatives. Any reference to "Lessee" shall include their duly authorized representatives.

## 2. USE OF THE LEASED PREMISES

a. The primary purpose for which the entire Leased Premises is to be used, in the absence of prior written approval of the Lessor for any other use, is conservation including preservation of the natural shrub-steppe desert landscape and the wildlife and wildlife habitat. In addition, there are specific limited purposes for which the Leased Premises may be used which include the following: (1) the storage of commercial goods and materials classified as non-hazardous by the Department of Transportation in igloos 914, 916, 917, 919, 947, 948, 950, 960, 979, 980 located within the "Igloo Lease Area" as shown on EXHIBIT A and identified in EXHIBIT B; (2) the conduct of boundary and topographic surveys and geotechnical and other engineering studies, within the "Solar Investigation Area" as shown on EXHIBIT A, necessary to determine the feasibility of a solar power generation plant; (3) the continued irrigated field crop use, excluding livestock, of the 40.62 acres as shown on EXHIBIT A; and (4) access to the Sub-Station noted on EXHIBIT A by existing roads for the purpose of determining equipment type and capacity. All uses are consistent with proposed Umatilla Depot Refuge Zone paragraphs 152.537, 152.538, and 152.539 as shown in EXHIBIT C:

b. All uses of the Leased Premises are subject to many on-going Depot operations. Use of the igloos is exclusive to the Lessee. Environmental investigations for the purpose of determining the presence or absence of environmental contamination may be conducted within the "Solar Investigation Area" subject to the Lessor's approval, which shall not be unreasonably withheld. Site 39 is excluded from the Lease and Sites 11 and 39 are not to be accessed or driven on. No other uses other than conservation and passage on existing roads are allowed outside of the noted 4 areas. All aspects of use by the Lessee are subject to the conditions, restrictions, and notifications in the Environmental Protection Provisions at EXHIBIT D.

c. The Lessor, in the Lessor's sole discretion, must approve any change to the use of the Leased Premises as set forth in condition a. above. Prior to approval of any change in use requested by the Lessee, the Lessee shall furnish, at the Lessee's expense, any additional environmental analyses and documentation deemed necessary by the Lessor to comply with the National Environmental Policy Act of 1969, as amended, and implementing regulations, and other applicable environmental laws and regulations. In granting approval for the change in use, the Lessor reserves the right to impose such additional environmental protection provisions and restrictions as the Lessor deems appropriate.

## 3. TERM

The Leased Premises are leased for a term of five (5) years, beginning upon execution of the Lease by the Lessor, and ending five (5) years thereafter or until terminated under one or more of the conditions described in **Termination, Default, Relinquishment, and Remedies**, whichever is sooner.

#### 4. TERMINATION, DEFAULT, RELINQUISHMENT, AND REMEDIES

##### a. Termination.

(1) In the event of Lessor's decision to convey the Leased Premises or a portion thereof to the Lessee, this Lease shall terminate upon conveyance of the Leased Premises or a portion thereof to the Lessee with respect to that portion so conveyed.

(2) In the event of Lessee's default, including but not limited to one or more of the events described in Paragraph b.

(3) The Lessor may terminate this Lease and remove the Lessee, and any sublessees, in the event of a national emergency declared by the President or the Congress of the United States.

b. Default. The following events shall be deemed to be events of default by the Lessee under this Lease:

(1) Lessee fails to comply with any condition, provision, covenant, or warranty made under this Lease by Lessee and does not cure such failure within sixty (60) days after written notice thereof to Lessee, unless said failure to comply results from the violation of any federal, state, or local law or regulation, in which case the cure period and any extension thereof given by the federal, state, or local governmental agency authorized to enforce such law shall apply.

(2) Lessee becomes insolvent, or makes a transfer in fraud of creditors, or makes an assignment for the benefit of creditors.

(3) Lessee files a petition under any Section or Chapter of the United States Bankruptcy Code, as amended, or under any similar law or statute of the United States or any State thereof, or there is filed against the Lessee a petition for reorganization or for insolvency or a similar proceeding filed against Lessee.

(4) A receiver or trustee is appointed for all, or substantially all, of the assets of the Lessee.

(5) Lessee does or permits to be done anything which creates a lien upon the Leased Premises, unless such lien is discharged or otherwise satisfied by a bond or other appropriate mechanism, within sixty (60) days of its imposition.

c. Sublessees. In accordance with Paragraph 10, **Transfers, Assignments, and Subleasing**, any sublease is subject to the conditions and terms of this Lease. Nevertheless, should default and non-compliance described in condition b. above stem from the activities of a sublessee, the Lessee is responsible for ensuring compliance,

either by corrective action itself or through the sublessee. If, in the sole discretion of the Lessor, the Lessee is making diligent, good faith efforts to obtain corrective action and compliance by the sublessee, then the Lessor's exercise of rights under condition c. will be limited to that part of the Leased Premises under the control of the sublessee.

d. Remedies. Upon the occurrence of any of the aforesaid events of default, following applicable notice and cure periods and requirements, Lessor shall have the option to terminate this Lease, in which event Lessee shall immediately surrender the Leased Premises to Lessor, and if Lessee fails to do so, Lessor may, without prejudice to any other remedy which it may have for possession or arrearages in rent, enter upon and take possession of the Leased Premises and expel or remove Lessee and any other person who may be occupying said Leased Premises or any part thereof, without being liable for any claim of damages therefore; Lessee hereby agreeing to pay to Lessor on demand the amount of all loss and damage which Lessor may suffer by reason of such termination. Pursuit of any of the foregoing remedies shall not preclude pursuit of any other remedy herein provided, including closure of the Leased Premises or temporary suspension of activities under the Lease, or any other remedy provided by law or at equity, nor shall pursuit of any remedy herein provided constitute an election of remedies, thereby excluding the later election of an alternate remedy. Forbearance by Lessor to enforce one or more of the remedies herein provided upon an event of default shall not be deemed or construed to constitute a waiver of such default. Lessee agrees to pay to Lessor all costs and expenses incurred by Lessor in the enforcement of this Lease, including, without limitation, the reasonable fees of Lessor's attorneys when such attorneys are employed by Lessor to effect collection of any sums due hereunder or to enforce any right or remedy of Lessor.

e. Relinquishment. This Lease may be terminated or relinquished by the Lessee by giving thirty (30) days prior written notice to the Commander, JBLM, in the manner prescribed in the Condition on **Notices**.

## 5. CONSIDERATION

a. The consideration of this Lease is \$1.00 and the operation, caretaker, custody, security and maintenance of the Leased Premises by the Lessee for the benefit of the United States and the general public in accordance with the conditions herein set forth.

b. All monies received by the Lessee from operations conducted on the Leased Premises, including, but not limited to, use fees and rental or other considerations received from its sublessees or licensees, shall be utilized by the Lessee for the protection, operation, maintenance, repair, and costs related to the protection and preservation of the Leased Premises. The Lessee shall provide an annual statement of receipts and expenditures to the Chief Real Estate Division and the Commander, JBLM. The Lessor shall have the right to perform audits or to require the Lessee to audit the records and accounts of the Lessee, sublessees or licensees, in accordance with

auditing standards and procedures promulgated by the American Institute of Certified Public Accountants or by the state, and furnish the Lessor with the results of such an audit.

## **6. NOTICES**

All correspondence and notices given pursuant to this Lease shall be addressed, if to the Lessee, to Mr. Donald Chance, Executive Director, Columbia Development Authority, Two Marine Drive, P.O. Box 200, Boardman, OR 97818; and, if to the United States, to District Engineer, Attention: Chief Real Estate Division, Seattle District Corps of Engineers, CENWS-RE-RO, Post Office Box 3755, Seattle, Washington 98124, or as may from time to time otherwise be directed by the parties. The service of the notice shall be deemed complete upon the receipt of said notice, or the refusal thereof, by the applicable party.

## **7. SUPERVISION OF THE LEASED PREMISES**

The use and occupation of the Premises incident to the exercise of the privileges and purposes hereby granted shall be subject to the day-to-day supervision of G-9 DAIN-ODB and approval by the Lessor and to such general rules and regulations as the Lessor may from time to time prescribe such as:

## **8. APPLICABLE LAWS AND REGULATIONS**

a. The Lessee and any sublessee shall comply with all applicable federal, state and local laws, ordinances, regulations and standards that are or may become applicable to their activities on the Leased Premises.

b. The Lessee recognizes that all or portions of the Leased Premises are subject to a Federal Facility Agreement (FFA), Administrative Docket Number: 1088-06-19-120, and Resource Conservation and Recovery Act (RCRA) permits, OR6 213 820 917 and ORQ 000 009 431-01. Lessee and sublessees shall comply with the provisions of the agreement and permits. Tampering with, destroying, damaging, or modifying any security structures, barriers, warning signs, groundwater wells, or other environmental facilities or structures is strictly prohibited. Lessee shall immediately report to Lessor any such tampering, destruction, damage, or modification to Lessor and Lessee shall be responsible for reimbursing Lessor for all resulting costs to correct or repair damage caused by Lessee, its sublessees, employees, agents, or guests.

c. Additional compliance conditions are included in Condition 23, **Environmental Protection**.

## 9. CONDITION OF THE LEASED PREMISES

a. No warranties either expressed or implied are given with regard to the condition of the Leased Premises, including, without limitation, whether the Leased Premises does or does not contain asbestos or lead-based paint. The Lessee shall be deemed to have relied solely on its own judgment in assessing the overall condition of all or any portion of the Leased Premises, including, without limitation, any asbestos, lead-based paint, or other conditions on the Leased Premises. The failure of the Lessee to inspect, or to exercise due diligence to be fully informed as to the condition of all or any portion of the Leased Premises offered, will not constitute grounds for any claim or demand against the United States.

b. The Lessee acknowledges that it has inspected the Leased Premises, knows its condition, and understands that the same is leased in an "as is" and "where is" condition, without any representations or warranties whatsoever and without obligation on the part of the United States to make any alterations, repairs, or additions thereto, except as may be specifically provided herein.

c. Environmental Condition of Property. The Environmental Condition of Property (ECP) report and update reports prepared by the Army have been provided to the Lessee and Lessee is aware of and understands all aspects of these reports relative to the Leased Premises. The Lessor and the Lessee have jointly conducted an environmental survey of the Leased Premises to verify the observable environmental conditions, prior to Lease execution. Lessor and Lessee have made separate written records, including photographs, maps, and other documentary evidence, if appropriate, of observable property conditions which in their opinion vary from those documented in the ECP report and updates, which are included as EXHIBIT E.1 to this Lease. At the expiration, revocation, or termination of this Lease, the Lessor and the Lessee will jointly conduct an environmental condition close-out survey using the ECP Report, updates, and the documents in EXHIBIT E.1 to ascertain any changes in the environmental condition of the Leased Premises. If the Lessee refuses to participate in the close-out survey, then the Lessor will conduct the close-out survey and provide a copy to the Lessee. Environmentally significant changes will be documented as an update to the ECP Report, and the Lessee will be required to make suitable compensation to the Lessor to the extent the changed conditions are due to the Lessee's use and occupancy. The ECP Report, updates to the ECP report, and the documents provided in EXHIBIT E.1 will constitute the basis for settlement by the parties and determining any environmental restoration requirements to be completed by the Lessee in accordance with Condition 16, **Restoration**.

d. Physical Condition of Property. The Lessor and the Lessee have jointly conducted an inventory and physical condition survey of the Leased Premises to ascertain the components and physical condition of the property, including vegetation, drainages, structures, utilities, and other appurtenances and fixtures on the Leased Premises. The inventory and physical condition survey is documented in the Condition

Survey report prepared by the Lessor, signed by the duly authorized representatives of both parties. These records are attached in EXHIBIT E.2 to this Lease. At the expiration or termination of this Lease, the Lessor and the Lessee will jointly conduct an inventory and physical condition close-out survey using the records in EXHIBIT E.2 to ascertain any changes in the physical condition of the Leased Premises. If the Lessee refuses to participate in the inventory and physical condition close-out survey, then the Lessor will conduct the close-out survey at the Lessee's expense and provide a copy to the Lessee. The findings of the inventory and physical condition close-out survey will constitute the basis for settlement by the parties for the restoration, in accordance with Condition 16, **Restoration**, of any leased property shown to be lost, damaged, or destroyed during the Lease term.

## **10. TRANSFERS, ASSIGNMENTS, AND SUBLEASING**

a. **Successors.** This Lease and the covenants and conditions herein contained shall be binding upon Lessee, its successors and assignees; and shall inure to the benefit of Lessee and to only such successors or assignees of the Lessee to whom Lessor has consented in writing. No transfers or assignments shall be valid unless the successor or assignees shall, by an instrument in a form sufficient for recording and acceptable to the Lessor, enter into an assumption agreement and assume all of the Lessee's obligations under this Lease. A duplicate original of that assumption agreement will be delivered to the Lessor, and the assignment shall not take effect until delivery is made.

b. **Sublease.** The Lessee may sublease the Leased Premises so long as the Lessee remains primarily liable for performance of all the obligations of the Lessee hereunder. The Lessee shall neither transfer nor assign this Lease or any interest therein or any property on the Leased Premises, nor sublet the Leased Premises or any part thereof or any property thereon, nor grant any interest, privilege, or license whatsoever in connection with this Lease without the prior written consent of the Lessor, as set out in the condition on Notices. Such consent shall not be unreasonably withheld or delayed. The Lessee shall provide the Lessor a copy of every executed sublease hereunder. No sublease shall be valid unless approved by the Lessor and until such time as the Lessee has delivered to the Lessor a copy of the executed sublease. Every sublease shall contain the Environmental Protection Provisions set out in this Lease at EXHIBIT D and shall state that it is subject to the conditions and terms of this Lease and that, in case of any conflict between the instruments, this Lease will control. The Lessee shall provide each approved sublessee or licensee with a copy of this Lease.

## **11. COST OF UTILITIES**

a. The Lessee shall pay the cost, as determined by the officer having jurisdiction over the Premises, of producing and/or supplying any utilities and other services furnished by the government or through government-owned facilities for the use of the

Lessee, including the Lessee's proportionate share of the cost of operation and maintenance of the government-owned facilities by which such utilities or services are produced or supplied. Payment to Lessor shall be made in a manner prescribed by the Lessors' Officer having such jurisdiction.

b. The Lessee has the option of obtaining utility services directly from local utility providers. The Lessor reserves the right to require the Lessee to install separate meters at its own expense for these services and require Lessee to obtain service in its own name. The Lessee shall pay for utilities on a prorated basis until meters are installed. The government shall be under no obligation to furnish utilities or services, however, prior to terminating services to Lessee, Lessee shall be provided with reasonable notice and opportunity to obtain and install utility services from a commercial provider.

## **12. PROTECTION OF PROPERTY**

a. The Lessee shall keep the Leased Premises in good order and in a clean, safe condition by and at the expense of the Lessee. The Lessee shall be responsible for any damage that may be caused to property of the United States by the activities of the Lessee and/or its sublessees or licensees under this Lease, and shall exercise due diligence in the protection of all property located on the Leased Premises against fire or damage from any and all other causes. Any property of the United States damaged or destroyed incident to the exercise of the privileges herein granted shall be promptly repaired or replaced by the Lessee to a condition satisfactory to said officer, or at the election of said officer, reimbursement made therefore by the Lessee in an amount necessary to restore or replace the property, except personal property, to a condition satisfactory to said officer.

b. The Lessee shall be solely responsible for all maintenance and repairs necessary to maintain the Lease Premises in the same or better condition as at the inception of this Lease, reasonable wear and tear excepted. The Lessor shall not be required to furnish any services or facilities to Lessee or to make any repair or alteration in or to Leased Premises, except with respect to pre-existing conditions as may be necessary pursuant to environmental laws or regulations.

c. Lessee shall provide or cause to be provided all security services necessary to assure security and safety within the Lease Premises. Any crimes or other offenses, including traffic offenses and crimes and offenses involving damage to or theft of Government property, shall be reported to the appropriate authorities for their investigation and disposition and to the Lessor as property owner.

d. Lessee shall take or cause to be taken, all reasonable fire protection precautions at the Lease Premises.

### 13. INSURANCE

a. At the commencement of this Lease, the Lessee will obtain from a reputable insurance company a contract of liability insurance. The insurance shall provide a minimum combined single limit of ONE AND ONE-HALF MILLION DOLLARS (\$1,500,000), whichever is greater, for any number of persons or claims arising from any one incident with respect to bodily injuries or death resulting there from, property damage, or both, suffered or alleged to have been suffered by any person or persons resulting from the operations of the Lessee under the terms and conditions of this Lease.

b. The liability insurance policy shall insure the hazards of the Leased Premises and operations conducted in and on the Leased Premises, independent contractors, contractual liability (covering the indemnity included in this Lease agreement), and shall name the United States of America as an insured party. Each policy will provide that any losses shall be payable notwithstanding any act or failure to act or negligence of the Lessee or the United States of America or any other person; provide that the insurer will have no right of subrogation against the United States of America; and be reasonably satisfactory to the Lessor in all respects. Under no circumstances will the Lessee and any sublessee be entitled to assign to any third party rights of action that it may have against the United States of America arising out of this Lease.

c. The Lessee shall require that the insurance company give the Commander, JBLM, and District Engineer, United States Army Corps of Engineers, Seattle District, thirty (30) days written notice of any cancellation or change in such insurance. The Commander, JBLM, and District Engineer may require closure of any or all of the Leased Premises during any period for which the Lessee does not have the required insurance coverage. The Lessee shall require its insurance company to furnish to the Commander, JBLM, and District Engineer, certificates of insurance evidencing the purchase of such insurance. The minimum amount of liability insurance coverage is subject to revision by the Commander, JBLM, and District Engineer every two (2) years or upon renewal or modification of this Lease.

d. As to those structures and improvements on the Leased Premises constructed by or owned by the United States, for such periods as the Lessee is in possession of the Leased Premises pursuant to the terms and conditions of this Lease, the Lessee shall procure and maintain at the Lessee's cost a standard fire and extended coverage insurance policy or policies on the Leased Premises to the full insurable value thereof. The Lessee shall procure such insurance from a reputable company or companies. The insurance policy shall provide that in the event of loss thereunder, the proceeds of the policy or policies, at the election of the United States, shall be payable to the Lessee to be used solely for the repair, restoration or replacement of the property damaged or destroyed, and any balance of the proceeds not required for such repair, restoration or replacement shall be paid to the United States. If the United States does not elect by notice in writing to the insurer within sixty (60) days after the damage or

destruction occurs to have the proceeds paid to the Lessee for the purposes hereinabove set forth, then such proceeds shall be paid to the United States, provided however that the insurer, after payment of any proceeds to the Lessee in accordance with the provision of the policy or policies, shall have no obligation or liability with respect to the use or disposition of the proceeds by the Lessee. Nothing herein contained shall be construed as an obligation upon the United States to repair, restore or replace the Leased Premises or any part thereof should it be diminished in value, damaged, or destroyed.

e. The Lessee may require any sublessees, assignees, transferees, or successors, as joint and several responsible parties with the Lessee for those portions of the Leased Premises under their control, to maintain and carry at their expense portions of the insurance requirement.

#### **14. RIGHT TO ENTER**

a. The United States, its officers, agents and employees, reserve a right to enter upon the Leased Premises at any time and for any purpose necessary or convenient in connection with government purposes; to make inspections, to make any other use of the lands as may be necessary in connection with government purposes, and the Lessee shall have no claim for damages on account thereof against the United States or any officer, agent, or employee thereof, except as may be authorized under the Federal Tort Claims Act or other applicable law.

b. Additional rights to enter are reserved in Condition 23, **Environmental Protection**.

#### **15. INDEMNITY AND HOLD HARMLESS**

a. The Lessee and any sublessee agree to assume all risks of all loss or damage to property and injury or death to persons by reason of or incident to its possession and/or use of the Leased Premises or the activities conducted under this Lease. The Lessee and any sublessee expressly waive all claims against the United States of America for any such loss, damage, personal injury or death caused by or occurring as a consequence of such possession and/or use of the Leased Premises by the Lessee and any sublessee. The Lessee, to the extent authorized by applicable law, and any sublessee further agree to indemnify and hold harmless the Army, its officers, agents and employees, from and against all suits, claims, demands or actions, liabilities, judgments, costs and attorneys' fees arising out of, or in any manner predicated upon, personal injury, death, or property damage resulting from, related to, caused by, or arising out of the possession and/or use of the Leased Premises by the Lessee. The Lessor will give the Lessee notice of any claim against it covered by this indemnity as soon after learning of such claim as practicable.

b. The Lessee and any sublessee shall indemnify and hold harmless the United States of America from any costs, expenses, liabilities, fines, or penalties resulting from discharges, releases, emissions, spills, storage, disposal, or any other action by the Lessee giving rise to any claim or action to determine if the United States of America has any potential liability, civil or criminal, or responsibility under federal, state or local environmental laws.

c. Conditions a. and b. of this condition and the obligations of the Lessee hereunder shall survive the expiration or termination of the Lease and any conveyance of the Leased Premises. The Lessee's obligation hereunder shall apply whenever the United States of America incurs costs or liabilities for the Lessee's actions giving rise to liability under this section.

d. The Lessee shall be responsible for any costs, expenses, liabilities, fines, or penalties under federal state or local environmental laws, resulting from discharges, release, emissions, spills, storage or disposal of hazardous substances resulting from Lessee's activities on the Leased Premises during the term of the Lease.

e. Any sublessees, assignees, transferees, or successors shall be jointly and severally responsible with the Lessee for those portions of the Leased Premises under their control.

## **16. RESTORATION**

On or before the expiration of this Lease or its termination by the Lessee, the Lessee shall vacate the Leased Premises, remove the property of the Lessee, and restore the Leased Premises to a condition satisfactory to said officer. If, however, this Lease is revoked, the Lessee shall vacate the Leased Premises, remove said property and restore the Leased Premises to the aforesaid condition within such time as the said officer may designate. In either event, if the Lessee shall fail or neglect to remove said property and restore the Leased Premises, then, at the option of the said officer, the property shall either become the property of the United States without compensation therefore, or the said officer may cause the property to be removed and no claim for damages against the United States or its officers or agents shall be created by or made on account of such removal and restoration work. The Lessee shall also pay the United States on demand any sum which may be expended by the United States after the expiration, revocation, or termination of this Lease in restoring the Leased Premises.

## **17. NON-DISCRIMINATION**

a. The Lessee shall not discriminate against any person or persons or exclude them from participation in the Lessee's operations, programs, or activities conducted on the Leased Premises because of race, color, religion, sex, age, handicap, or national origin.

b. The Lessee, by acceptance of this Lease, is receiving a type of Federal assistance and, therefore, hereby gives assurance that it will comply with the provisions of Title VI of the Civil Rights Act of 1964, as amended (42U.S.C. § 2000d); the Age Discrimination Act of 1975 (42 U.S.C. § 6102); the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794); and all requirements imposed by or pursuant to the Directive of the Department of Defense (32 CFR Part 300) issued as Department of Defense Directives 5500.11 and 1020.1, and Army Regulation 600-7. This assurance shall be binding on the Lessee, its agents, successors, transferees, sublessees, and assignees.

#### **18. SUBJECT TO EASEMENTS**

a. This Lease is subject to all existing easements, or those subsequently granted as well as established access routes for roadways and utilities located, or to be located, on the Leased Premises, provided that the proposed grant of any new easement or route will be coordinated with the Lessee, and easements will not be granted which will, in the opinion of the District Engineer, interfere with the current use of the Leased Premises by the Lessee.

b. This Lease is additionally subject to a license for the continued irrigated field crop use of the 40.62 acres as shown on EXHIBIT A, but only until harvest of the crop established at the time this Lease is executed.

#### **19. SUBJECT TO MINERAL INTERESTS**

This Lease is subject to all outstanding mineral interests. As to Federally-owned mineral interests, it is understood that they may be included in present or future mineral leases issued by the Bureau of Land Management (BLM) which has responsibility for mineral development on federal lands. The Lessor will provide lease stipulations to BLM for inclusion in said mineral leases that are designed to protect the Leased Premises from activities that would interfere with the Lessee's operations or would be contrary to local law.

#### **20. PROHIBITED USES**

a. The Lessee or its sublessees shall not permit gambling on the Leased Premises, except for state lottery tickets in accordance with applicable state and local laws and regulations, or install or operate, or permit to be installed or operated thereon, any device which is illegal; or use the Leased Premises or permit it to be used for any illegal business or purpose. There shall not be conducted on or permitted upon the Leased Premises any activity which constitutes a nuisance.

b. The Lessee or its sublessees shall not construct or place any structure, improvement, or advertising sign or allow or permit such construction or placement

without prior written approval of the Commander, JBLM and the Chief Real Estate Division.

c. The Lessee or its sublessees shall not sell, store, or dispense, or permit the sale, storage, or dispensing of beer or other intoxicating liquors on the Leased Premises.

d. The Lessee or its sublessees shall not construct or operate any mobile or temporary fuel storage or dispensing facility. Lessee or its sublessees shall not utilize the property for commercial vehicle parking except as necessary for the permitted uses described in Paragraph 2, **Use of the Leased Premises**.

e. The Lessee or its sublessees shall not conduct any activities for the purposes of exploring for or developing fugacious minerals or mineral deposits.

f. See additional Use Restrictions in the Environmental Protection Provisions at EXHIBIT D.

## **21. WASTE OF NATURAL RESOURCES**

The Lessee shall cut no timber, conduct no mining operations, remove no sand, gravel, or kindred substances from the ground, commit no waste of any kind, nor in any manner substantially change the contour or condition of the Leased Premises except as authorized in writing by the Lessor.

## **22. DISPUTES CLAUSE**

a. Except as provided in the Contract Disputes Act of 1978 (41 U.S.C. 601-613) (the Act), all disputes arising under or relating to this Lease shall be resolved under this clause and the provisions of the Act.

b. "Claim", as used in this clause, means a written demand or written assertion by the Lessee seeking, as a matter of right, the payment of money in a sum certain, the adjustment of interpretation of lease terms, or other relief arising under or relating to this Lease. A claim arising under this Lease, unlike a claim relating to this Lease, is a claim that can be resolved under a lease clause that provides for the relief sought by the Lessee. However, a written demand or written assertion by the Lessee seeking the payment of money exceeding \$100,000 is not a claim under the Act until certified as required by subparagraph c.(2) below.

c. (1) A claim by the Lessee shall be made in writing and submitted to the District Engineer for a written decision. A claim by the Government against the Lessee shall be made in writing and shall have a written response by the Executive Director of the Lessee.

(2) For Lessee claims exceeding \$100,000, the Lessee shall submit with the claim a certification that:

- (i) the claim is made in good faith; and
- (ii) supporting data are accurate and complete to the best of the Lessee's knowledge and belief and;
- (iii) the amount requested accurately reflects the Lease adjustment for which the Lessee believes the Lessor is liable.

(3) If the Lessee is an individual, the certificate shall be executed by that individual. If the Lessee is not an individual, the certification shall be executed by:

- (i) a senior company official in charge of the Lessee's location involved;  
or
- (ii) an officer or general partner of the Lessee having overall responsibility of the conduct of the Lessee's affairs.

d. For Lessee claims of \$100,000 or less, the District Engineer must, if requested in writing by the Lessee, render a decision within 60 days of the request. For Lessee-certified claims over \$100,000, the District Engineer must, within 60 days, decide the claim or notify the Lessee of the date by which the decision will be made.

e. The District Engineer's decision shall be final unless the Lessee appeals or files a suit as provided in the Act.

f. At the time a claim by the Lessee is submitted to the District Engineer or a claim by the Government is presented to the Lessee, the parties, by mutual consent, may agree to use alternative means of dispute resolution. When using alternate dispute resolution procedures, any claim, regardless of amount, shall be accompanied by the certificate described in subcondition c.(2) of this condition, and be executed in accordance with subcondition c.(3) of this condition.

g. The Government shall pay interest on the amount found due and unpaid by the Lessor from:

- (1) the date the District Engineer received the claim (properly certified if required), or
- (2) the date payment otherwise would be due, if that date is later, until the date of payment. Simple interest on claims shall be paid at the rate, fixed by the Secretary of the Treasury as provided in the Act, which is applicable to the period during

which the District Engineer receives the claim and then at the rate applicable for each six-month period as fixed by the Treasury Secretary during the pendency of the claim.

h. The Lessee shall proceed diligently with the performance of the Lease, pending final resolution of any request for relief, claim, or action arising under the Lease, and comply with any decision of the District Engineer.

### **23. ENVIRONMENTAL PROTECTION**

a. The Lessee will use all reasonable means available to protect the environment and natural resources, and where damage nonetheless occurs from activities of the Lessee or its sublessees, the Lessee shall be liable to remediate the environment and/or restore the damaged resources. The Lessee shall not disrupt, damage, obstruct, or impede environmental restoration work, operations, or facilities on the Leased Premises. The Lessee shall indemnify the Lessor, to the extent authorized by applicable law, for any costs incurred as a result of Lessee's breach of this provision.

b. The Lessee and any sublessee shall be solely responsible for obtaining at its cost and expense any regulatory or environmental permits required for its operations under the Lease, independent of any existing permits. The Lessee or sublessee shall be required to obtain its own EPA Identification Number, if applicable.

c. The Lessor's rights under this Lease specifically include the right of Government officials to inspect, upon reasonable notice, the Leased Premises for compliance with environmental, safety, and occupational health laws and regulations, whether or not the Government is responsible for enforcing them. Such inspections are without prejudice to the right of duly constituted enforcement officials to make such inspections. The Lessor normally will give the Lessee twenty-four (24) hours prior notice of its intention to enter the Leased Premises unless it determines the entry is required for safety, environmental operations, or security purposes. The Lessee shall have no claim on account of any such entry against the Lessor or any officer, agent, employee, or contractor thereof.

d. Lessee or sublessees shall provide Lessor with notice of any environmental field activities no later than 10 business days prior to initiation of such activities. Lessee and sublessees shall allow the Lessor's agents and representative to be present during all such investigations provided that Lessor's agents comply with the same reasonable health and safety requirements applicable to those persons conducting the investigation. Upon written request by Lessor, Lessee or sublessees shall provide to Lessor, free of any charge, representative splits of requested samples acquired for the purpose of laboratory analyses.

e. The Government, its officers, agents, employees, contractors, and subcontractors have the right, upon reasonable notice to the Lessee and any

sublessee, to enter upon the Leased Premises for the purposes enumerated in this condition:

(1) to conduct investigations and surveys, including, where necessary, drilling, soil and water sampling, test pitting, testing soil borings, and other environmental investigations;

(2) to inspect field activities of the Lessor and its employees, agents, contractors, and subcontractors for environmental compliance;

(3) to construct, operate, maintain, or undertake any other response or remedial action, including, but not limited to, monitoring wells, soil removal, pumping wells, and treatment facilities.

f. The Lessee shall prepare and maintain a Lessor-approved plan for responding to fuel and other chemical spills prior to commencement of operations on the Leased Premises. Such plan shall be independent of the Umatilla Chemical Depot Plan and, except for initial fire response and/or spill containment, shall not rely on use of installation personnel or equipment. Should the Lessor provide any personnel or equipment, whether for initial fire response and/or spill containment, or otherwise on the request of the Lessee, or request of any Army officer conducting timely cleanup actions, the Lessee agrees to reimburse the Lessor for its costs.

g. The Lessee shall not construct or make or permit its sublessees or assigns to construct or make any alterations, additions, or improvements to or installations upon or otherwise modify or alter the Leased Premises in any way which may adversely affect the Umatilla Chemical Depot environmental program, environmental cleanup, human health, or the environment without the prior written consent of the Lessor. Such consent may include a requirement to provide the Lessor with a performance and payment bond satisfactory to it in all respects and other requirements deemed necessary to protect the interests of the United States. For construction or alterations, additions, modifications, improvements or installations (collectively "work") in the proximity of operable units or solid waste management units (SWMUs) that are part of any Federal or State RCRA Corrective Action Program, State Remediation Consent Orders, or the Umatilla Chemical Depot IRP, such consent may include a requirement for written approval by the Government's Remedial Project Manager. Except as such written approval shall expressly provide otherwise, all such approved alterations, additions, modifications, improvements, and installations shall become Government property when annexed to the Leased Premises.

h. The Lessee shall not conduct or permit its sublessees to conduct any subsurface excavation, digging, drilling or other disturbance of the surface without the prior written approval of the Lessor.

i. The Lessee and any sublessee shall comply with the provisions of any health or safety plan in effect under the Umatilla Chemical Depot's Installation Response Plan (IRP) during the course of any currently ongoing or future response or remedial actions. Any inspection, survey, investigation, or other response or remedial action will, to the extent practical, be coordinated with representatives designated by the Lessee and any sublessee. The Lessee and any sublessee shall have no claim on account of such entries against the United States or any officer, agent, employee, contractor, or subcontractor thereof, except as may be authorized under other applicable law. In addition, the Lessee and any sublessee shall comply with all applicable federal, state and local occupational safety and health regulations.

j. The Lessee shall not store or dispose of any toxic or hazardous materials on the Leased Premises unless authorized pursuant to 10 U.S.C. 2692. The Lessee shall strictly comply with the hazardous waste requirements under Resource Conservation and Recovery Act (RCRA), or it's Oregon Department of Environmental Quality (ODEQ) equivalent. Except as specifically authorized by the Lessor in writing, the Lessee must provide at its own expense hazardous waste management facilities, complying with all laws and regulations. Lessor's hazardous waste management facilities will not be available to the Lessee. Any violation of the requirements of this condition shall be deemed a material breach of this Lease. Umatilla Chemical Depot accumulation points for hazardous and other wastes will not be used by the Lessee or any sublessee. Neither will the Lessee or any sublessee permit its hazardous wastes to be commingled with hazardous waste of the Lessor.

k. Also see the conditions, restrictions, and notifications at EXHIBIT D.

#### **24. HAZARDOUS SUBSTANCES NOTICE**

To the extent such information is available on the basis of a complete search of Lessor's files, notice regarding hazardous substances stored for one year or more, known to have been released or disposed of on the Leased Premises, is provided in the Environmental Protection Provisions at EXHIBIT D. The Lessee should consult the ECP for more detailed information.

#### **25. OTHER ENVIRONMENTAL RESTRICTION**

The Lessee shall submit to the Lessor, and maintain thereafter, an Environmental Compliance Plan, which describes in detail, the program for environmental management and method of compliance, by the user of any portion of the Leased Premises, whether Lessee or sublessees. The Environmental Compliance Plan shall include all Army, federal, state, and local laws and regulations for the use, management, generation, storage, treatment, and disposal of all hazardous waste, hazardous materials, and hazardous substances associated with the Leased Premises anticipated to result from the activities of the Lessee or sublessees. Each Environmental Compliance Plan for a portion of the Leased Premises, or request of

waiver of the requirement for a plan due to the non-hazardous nature of the proposed use, must be submitted and approved in writing by the Lessor prior to occupancy of the intended portion of the Leased Premises and prior to the execution of the Lease. Thereafter, each such Environmental Compliance Plan shall be incorporated into the Lease, and shall be included as an exhibit in any sublease. The Lessee shall be responsible for ensuring the preparation of all documents, records, and reports associated with the environmental compliance of its operation. No liability or responsibility shall attach to the Lessor as a result of the Lessor's review and approval of the Environmental Compliance Plan under this paragraph, except as may be authorized by other applicable law.

## **26. SITE SPECIFIC CONDITIONS AND RESTRICTIONS**

a. If used by the Lessee, any herbicides and pesticides must be in compliance with federal, state, and local laws and regulations. In addition the use, permitting, application, reporting and disposal of these agents are required to be in accordance with these laws.

b. The Lessee is required to comply with the security procedures of the Depot and will be considered visitors. All Lessee employees, contractors, and invitees are required to obtain badges, be subject to any questions or searches, and any other security requirements.

c. The Lessee will be allowed access to the Depot only through the security entrance from I-84 during established normal business hours. Any access required other than these hours must be coordinated in advance, in writing, during regular business hours and may be subject to charges for the additional hours needed to provide entry gate personnel.

d. All maintenance requested on the Leased Premises is the sole responsibility of the Lessee and must be funded by the Lessee. If maintenance is provided by the Depot operating contractor or a Government sub-contractor, the Lessee shall reimburse the government directly following the completion of services. The costs for those services will be equal to the Government's cost.

e. The Leased Premises is internal to the Depot and aspects of Depot operations are continuing daily which will require access on or through the Leased Premises. This includes National Guard staff and contractors, Depot staff for maintenance and perimeter security patrols, contractors working on environmental sites, occupants of igloos and buildings, etc.

## **27. HISTORIC PRESERVATION**

The Lessee shall not remove or disturb, or cause or permit to be removed or disturbed, any historical, archaeological, architectural, or other cultural artifacts, relics,

remains, or objects of antiquity located or discovered on the Leased Premises. In the event such items are discovered on the Leased Premises, the Lessee shall immediately notify said officer and protect the site and the material from further disturbance until said officer gives clearance to proceed.

## **28. SOIL AND WATER CONSERVATION**

The Lessee shall maintain, in a manner satisfactory to said officer, all soil and water conservation structures that may be in existence upon said Leased Premises at the beginning of, or that may be constructed by the Lessee during the term of this Lease, and the Lessee shall take appropriate measures to prevent or control soil erosion within the Leased Premises. Any soil erosion occurring outside the Leased Premises resulting from the activities of the Lessee shall be corrected by the Lessee as directed by the said officer.

## **29. TAXES**

Any and all taxes imposed by the state or its political subdivisions upon the property or interest of the Lessee in the Leased Premises shall be paid promptly by the Lessee. If and to the extent that the property owned by the United States is later made taxable by state or local governments under an Act of Congress, the Lease shall be renegotiated.

## **30. COVENANT AGAINST CONTINGENT FEES**

The Lessee warrants that no person or selling agency has been employed or retained to solicit or secure this Lease upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or established commercial or selling agencies maintained by the Lessee for the purpose of securing business. For breach or violation of this warranty, the United States shall have the right to annul this Lease without liability or, in its discretion, to require the Lessee to pay, in addition to the Lease rental or consideration, the full amount of such commission, percentage, brokerage, or contingent fee.

## **31. OFFICIALS NOT TO BENEFIT**

No member of or delegate to Congress or resident commissioner shall be admitted to any share or part of this Lease or to any benefits to arise therefrom. However, nothing herein contained shall be construed to extend to any incorporated company if this Lease is for the general benefit of such corporation or company.

## **32. SEVERAL LESSEES**

If more than one Lessee is named in this Lease the obligation of said Lessees herein contained shall be joint and several obligations.

### **33. MODIFICATIONS**

This Lease contains the entire agreement between the parties hereto, and no modification of this agreement, or waiver, or consent hereunder shall be valid unless the same be in writing, signed by the parties to be bound or by a duly authorized representative, and this provision shall apply to this condition as well as all other conditions of this Lease.

### **34. NO COMMITMENTS FOR FUTURE USE**

This Lease does not commit the United States to any renewals of the use authorized herein beyond the expiration of the term provided for in the Condition on Term or to any future reuse or disposal and does not create any right or expectation for the Lessee or its sublessees or tenants to acquire the leased property.

### **35. DISCLAIMER**

This Lease is effective only insofar as the rights of the United States in the Leased Premises are concerned; and the Lessee shall obtain any permit or license which may be required by applicable federal, state or local statute in connection with the use of the Leased Premises. It is understood that the granting of this Lease does not preclude the necessity of obtaining a Department of the Army permit for activities which involve the discharge of dredge or fill material or the placement of fixed structures in the waters of the United States, pursuant to the provisions of Section 10 of the Rivers and Harbors Act of March 3, 1899 (33 USC 403), and Section 404 of the Clean Waters Act (33 USC 1344).

### **36. AVAILABILITY OF FUNDS**

The Lessor's obligation to pay or reimburse any money under this Lease is subject to the availability of appropriated funds, and nothing in this Lease shall be interpreted to require obligations or payments by the United States in violation of the Anti-Deficiency Act; provided that the Lessor shall otherwise comply with applicable statutory requirements and its obligations under the terms of this Lease.

### **37. IMPROVEMENTS TO LEASED PREMISES**

a. The Lessee and its sublessees, may make improvements to the Leased Premises:

(1) upon prior written consent of the Lessor,

(2) said improvements are undertaken or constructed in a good and workmanlike manner and in accordance with all requirements of applicable federal,

state and local ordinances and with the rules, regulations and requirements of all departments, boards, bureaus, officials and authorities having jurisdiction thereover,

(3) said improvements will not preclude the use of the Leased Premises for purposes anticipated by disposal-related documentation prepared to satisfy the requirements of the National Environmental Policy Act of 1969, which documentation may include, without limitation, a Record of Environmental Consideration or an Environmental Assessment, or by the Reuse Plan, and

(4) All necessary permits for such improvements shall be obtained by the Lessee.

b. If required by applicable law, the Lessor agrees to cooperate with the Lessee and to execute any documents or permits reasonably required for the undertaking by the Lessee of any such improvements, provided that the Lessee shall discharge any expense or liability of the Lessor in connection therewith.

c. The Lessee shall provide to the Lessor, at the Lessee's expense, upon receipt thereof by the Lessee, copies of all permits, certificates of occupancy, and other approvals, including copies of all plans submitted in connection therewith, obtained from governmental authorities in connection with the construction, use and occupancy of such building or improvement.

d. The Lessor's grant of consent under this Condition 38 shall not singularly relieve the Lessee of its indemnification obligations under Condition 16 with regard the subject matter of said grant of consent.

e. This provision shall not apply to the performance of routine maintenance activities at the Leased Premises by the Lessee or any sublessees.

### **38. COMPLIANCE WITH EXECUTIVE ORDER 13658**

It has been determined this contract is not subject to Executive Order 13658 or the regulations issued by the Secretary of Labor in 29 CFR part 10 pursuant to the Executive Order, and the following provisions:

a. If a duly authorized representative of the United States discovers or determines, whether before or subsequent to executing this contract, that an erroneous determination regarding the applicability of Executive Order 13658 was made, contractor, to the extent permitted by law, agrees to indemnify and hold harmless the United States, its officers, agents, and employees, for and from any and all liabilities, losses, claims, expenses, suits, fines, penalties, judgments, demands or actions, costs, fees, and damages directly or indirectly arising out of, caused by, related to, resulting from or in any way predicated upon, in whole or in part, the erroneous Executive Order 13658 determination. This includes contractor releasing any claim or entitlement it

would otherwise have to an equitable adjustment to the contract and indemnifying and holding harmless the United States from the claims of subcontractors and contractor employees.

**39. COMPLIANCE WITH EXECUTIVE ORDER 13706**

It has been determined this contract is not subject to Executive Order 13706 or the regulations issued by the Secretary of Labor in 29 CFR part 13 pursuant to the Executive Order.

**40. EXHIBITS**

Listed Exhibits are incorporated and made a part of this Lease:

EXHIBIT A- Map of Leased Premises

EXHIBIT B.1- List of Leased Igloos

EXHIBIT B.2- Map of Leased Igloos

EXHIBIT C-Umatilla Depot Refuge Zone

EXHIBIT D-Environmental Protection Provisions

EXHIBIT E.1-Environmental Survey of Leased Premises

EXHIBIT E.2-Inventory and Physical Condition Survey

In WITNESS WHEREOF, the undersigned has executed this Lease to be effective as of this 27 day of November, 2019.

THE UNITED STATES OF AMERICA

WHITE.WILLIAM.

Digitally signed by WHITE.WILLIAM.G.1230212941  
Date: 2019.11.27 06:28:30 -0800'

G.1230212941

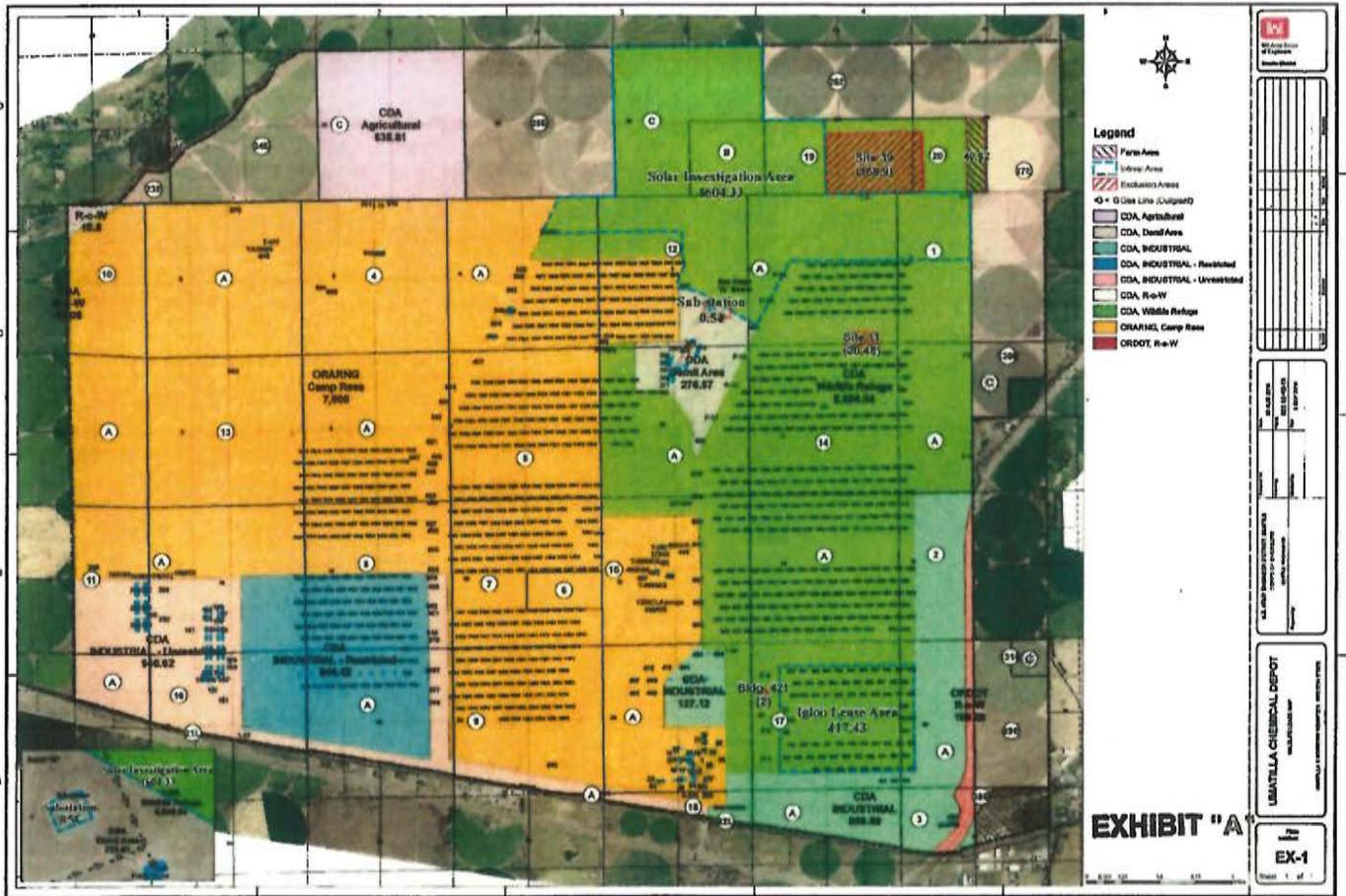
\_\_\_\_\_  
WILLIAM G. WHITE  
Chief, Real Estate Division  
Real Estate Contracting Officer

THIS LEASE is also executed by the Lessee this 18 day of November, 2019.

COLUMBIA DEVELOPMENT AUTHORITY

By: 

\_\_\_\_\_  
Greg Smith  
Executive Director



|   |  |
|---|--|
|   |  |
| PROJECT TITLE:<br>PROJECT NUMBER:<br>SHEET NUMBER:<br>DATE: |  |
| DRAWN BY:<br>CHECKED BY:<br>APPROVED BY:                    |  |
| LUMATLA CHEMICAL DEPOT                                      |  |
| SHEET 1 OF 1  |  |

Igloos for Lease

10/23/2019

| Igloo | Road | Single or Double | Lock or Seal | Seal Number (1239-) | Comment |
|-------|------|------------------|--------------|---------------------|---------|
| 914   | C    | D                | seal         | 717                 |         |
| 916   | C    | D                | seal         | 994                 |         |
| 917   | C    | D                | seal         | 956                 |         |
| 919   | C    | D                | seal         | 721                 |         |
| 947   | F    | D                | seal         | Metal 2715          |         |
| 948   | F    | D                | seal         | Metal 2714          |         |
| 950   | F    | D                | seal         | 713                 |         |
| 960   | G    | D                | seal         | Metal 2685          |         |
| 979   | I    | D                | seal         | 739                 |         |
| 980   | I    | D                | seal         | 738                 |         |

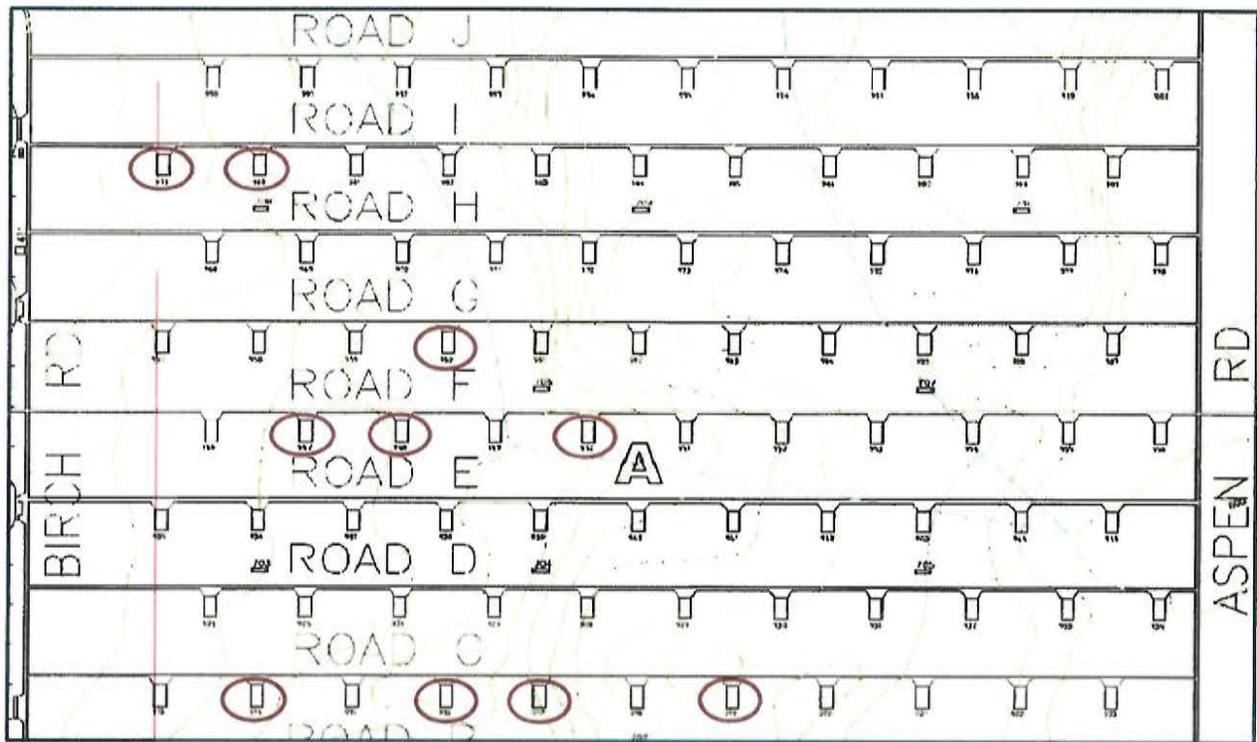
**EXHIBIT "B"**

Map Igloos for Lease to Walla Walla Foundry

October 23, 2019

Igloo

- 914
- 916
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- 936
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- 994



UMATILLA DEPOT REFUGE ZONE

152.537 Umatilla Depot Refuge Zone

Purpose – The purpose of the (UDR) Umatilla Depot Refuge Zone is to provide a dedicated zoning classification to preserve the natural shrub-steppe desert landscape and contribute to the preservation of wildlife and wildlife habitat. It is also designed to retain a natural landscape and open space resource of regional significance, and to provide for low impact recreation, natural and historic heritage interpretation, and environmental education opportunities. Uses are limited to those that will provide for the protection, restoration and management of wildlife and wildlife habitat resources within the zone.

152.538 Uses Permitted with a Zoning Permit.

In a UDR Zone, the following uses and their accessory uses are permitted upon the issuance of a zoning permit, pursuant to section 152.007, 152.025 and supplementary regulations in 152.010 through 152.016 and 152.545 through 152.562.

1. Ecotype Preserve/ Wildlife Refuge/Open Space Preserve and associated accessory uses including but not limited to wildlife observation facilities, plant propagation facilities for on-site restoration, natural heritage interpretive displays, and public restrooms.
2. Interpretive/visitor center not to exceed 15,000 square feet (larger facilities require conditional use approval). Said uses can include facilities such as natural and historic heritage displays, exhibit areas, gallery,

small theater, administrative offices, classrooms, dining areas/café, planetarium, subsidiary gift/book shop, public conveniences, and associated parking.

3. Low impact recreation facilities including but not limited to non-motorized uses such as hiking trails, bicycling paths, equestrian trails, and picnic facilities.
4. Observatory.
5. Utility facilities and roads including the construction and maintenance of electric and telephone transmission lines, gas and water distribution lines, sewage collection lines, road development and maintenance, construction and maintenance of railroad lines, and related facilities, but excluding commercial facilities for the purpose of generating power for public use.
6. Commercial storage in existing structures with existing access. Use shall be limited to igloos that have direct access to a roadway.

152.539 Conditional Uses Permitted.

In the UDR Zone, the following uses may be permitted conditionally via administrative review (152.769), subject to the requirements of this Section, *the applicable criteria in 152.061, 152.610 through 152.616 and 152.545 through 152.562.* and findings that the proposed use: complies with the

Comprehensive Plan, Zoning Ordinance, and other relevant County policies; will serve a useful purpose to the area and to the purpose of the UDR Zone as stated herein; and will be designed and built so as to reduce potential negative impacts to both neighboring parcels and the primary purpose of the UDR Zone. All conditional use applications associated with an established UDR Zone shall submit as part of the application a general land-use plan schematic for the Refuge/Preserve indicating the longer range management and facilities vision for the Zone, and a more detailed site plan for the specific conditional use request sufficient to evaluate design and land-use considerations associated with the permit request. A zoning permit will be issued following final approval of a conditional use

1. Interpretive/visitor center with accessory uses, not including parking, in excess of 15,000 square feet.
2. Commercial operations conducted for the mining and processing of geothermal resources, aggregate and other mineral resources or other subsurface resources.
3. Short term stay (14 days or less) commercial campground with

associated support facilities.

4. Farm use, as defined in ORS 215.203, excluding livestock feedlots and sale yards, hog and poultry farms.
5. The propagation or harvesting of a forest product.
6. Commercial solar power generation for sale for public use.
7. Private cemetery or burial site.

152.540 Dimensional Standards

In a UDR Zone, the following dimensional standards shall apply;

- (1) Minimum Parcel. The minimum lot size shall be one acre unless written proof, from the Department of Environmental Quality is provided which shows that an approvable subsurface disposal system can be permitted, or the minimum lot size shall be the minimum necessary to carry out the intent and purpose of the proposed use and is also consistent with the purpose and intent of the UDR Zone.
- (2) Setback: No building shall be located closer than 20 ft. from a property line, street or road.

## ENVIRONMENTAL PROTECTION PROVISIONS

The following conditions, restrictions, and notifications will be attached, in a substantially similar form, as an exhibit to the lease and any sublease and be incorporated therein by reference in order to ensure protection of human health and the environment.

### **1. FEDERAL FACILITIES AGREEMENT**

The Lessor acknowledges that the Umatilla Chemical Depot has been identified as a National Priorities List (NPL) site under the Comprehensive Environmental Response, Compensation and Liability Act (CERCLA) of 1980, as amended. The Lessee acknowledges that the Lessor has provided it with a copy of the Umatilla Chemical Depot Federal Facility Agreement (FFA). For so long as the Property remains subject to the FFA, the Lessee, its successors and assigns, agree that they will not interfere with United States Department of the Army activities required by the FFA. In addition, should any conflict arise between the FFA and any amendment thereto and the lease provisions, the FFA provisions will take precedence. The Lessor assumes no liability to the Lessee, its successors and assigns, should implementation of the FFA interfere with their use of the Property.

### **2. USE OF THE SITE**

The site shall not be used for purposes other than those authorized in the lease without the prior written approval of the Lessor.

### **3. USE RESTRICTIONS**

The United States Department of the Army has undertaken careful environmental study of the Property and concluded that the land use restrictions set forth below are required to ensure protection of human health and the environment. The Lessee, its successors or assigns, shall not undertake nor allow any activity on or use of the property that would violate the land use restrictions contained herein.

(1) Residential Use Restriction. The Lessee, its successors and assigns, shall use the Property solely for the specified commercial activities and not for residential purposes. For purposes of this provision, residential use includes, but is not limited to, single family or multi-family residences; child care facilities; and nursing home or assisted living facilities; and any type of educational purpose for children/young adults in grades kindergarten through 12.

(2) Groundwater Restriction. The Lessee, its successors and assigns, shall not access or use ground water underlying the Property for any purpose without the prior written approval of United States Department of the Army. For the purpose of this restriction, "ground water" shall have the same meaning as in section 101(12) of the Comprehensive Environmental Response, Compensation and Liability Act (CERCLA).

**EXHIBIT "D"**

(3) Landfill Restriction. The Lease Property has a non-hazardous waste landfill. The Lessee, its successors and assigns, shall not conduct or permit others to conduct any excavation activities (i.e. digging, drilling, or any other excavation or disturbance of the land surface or subsurface) or other activities, which may damage the landfill cover and liners. A site map depicting the location of the Non-Hazardous Waste Landfill Parcels is provided in Enclosure 1.

(4) The Lease Property has natural and artificial Burrowing Owl burrows. The Lessee, its successors and assigns, shall not disturb or conduct activities adjacent to the burrows. Enclosure 1 contains a map of the burrow locations.

#### **4. REGULATORY OR ENVIRONMENTAL PERMITS**

The Lessee and any sublessee shall be solely responsible for obtaining at its cost and expense any regulatory or environmental permits required for its operation under the lease, independent of any existing permits. Copies of all required operation permits will be provided to the Army. The Lessee will also be required to obtain a USEPA identification number, if applicable.

#### **5. LESSEE COMPLIANCE DURING ENVIRONMENTAL RESPONSE ACTION**

A. Lessee shall not construct or make or permit its sub-lessees or assigns to construct or make any substantial alterations, additions, or improvements to or installations upon or otherwise modify or alter the Property in any way which may adversely affect response activities or human health and the environment without the prior written consent of the Lessor. Such consent may include a requirement to provide the Lessor with a performance and payment bond satisfactory to it in all respects and other requirements deemed necessary to protect the interest of the United States.

B. Lessee shall indemnify and hold harmless the United States of America from any costs, expenses, liabilities, fines, or penalties resulting from discharges, release, emissions, spills, storage, disposal, or any other action by the Lessee giving rise to United States of America liability, civil or criminal, or responsibility under Federal, state, or local environmental laws.

C. Lessee shall be responsible for any costs, expenses, liabilities, fines, or penalties resulting from discharges, release, emissions, spills, storage, disposal, or any other action by the Lessee giving rise to Lessee liability under Federal, state, or local environmental laws.

D. The Lessee agrees to comply with the provisions of health or safety plans prepared for environmental response activities during the course of any of response action. Any environmental response activity (e.g., inspection, survey, investigation, or other corrective measures) will, to the extent practicable, be coordinated with representatives designated by the Lessee or any sub-lessees. The Lessee or sub-lessees shall have no claim on account of such entries against the United States or any officer, agent, employee, contractor, or subcontractor thereof, except as authorized under the Federal Tort Claims Act. In addition, the Lessee and any sub-lessees shall comply with all applicable Federal, State, and local occupational safety and health regulations.

**6. NOTICE OF POTENTIAL PRESENCE OF MUNITIONS AND EXPLOSIVES OF CONCERN (MEC)**

A. The Property was previously used for storage of explosive and chemical munitions. The Lessee is hereby notified that due to the former use of the Property as a military installation, the Property may contain munitions and explosives of concern (MEC). The term MEC means specific categories of military munitions that may pose unique explosives safety risks and includes: (1) Unexploded Ordnance (UXO), as defined in 10 U.S.C. §101(e)(5); (2) Discarded military munitions (DMM), as defined in 10 U.S.C. §2710(e)(2); or (3) Munitions constituents (e.g., TNT, RDX), as defined in 10 U.S.C. §2710(e)(3), present in high enough concentrations to pose an explosive hazard.)

B. The Lessor represents that, to the best of its knowledge, no MEC or chemical munitions are currently present on the Property. Notwithstanding the Lessor's determination, the parties acknowledge that there is a possibility that MEC or chemical munitions may exist on the Property. If the Lessee, any subsequent owner, or any other person should find any MEC or chemical munitions on the Property, they shall immediately stop any intrusive or ground-disturbing work in the area or in any adjacent areas and shall not attempt to disturb, remove or destroy it, but shall immediately notify the Local Police Department so that appropriate explosive ordnance disposal personnel can be dispatched to address such MEC as required under applicable law and regulations.

D. Access Rights. (1) The Lessor reserves an assignable right of access on, over, and through the Property, to access and enter upon the Property in any case in which a munitions response action is found to be necessary, or such access and entrance is necessary to carry out a munitions response action on adjoining property. Such easement and right of access includes, without limitation, the right to perform any additional investigation, sampling, testing, test-pitting, surface and subsurface clearance operations, or any other munitions response action necessary for the United States to meet its responsibilities under applicable laws and as provided for in the Lease. This right of access shall be binding on the Lessee, its successors and assigns, and shall run with the land.

(2) In exercising this access right, the Lessor shall give the Lessee reasonable notice of the intent to enter on the Property, except in emergency situations. Lessor shall use reasonable means, without significant additional cost to the Lessor, to avoid and/or minimize interference with the Lessee's and the Lessee's successors' and assigns' use of the Property. Such easement and right of access includes the right to obtain and use utility services, including water, gas, electricity, sewer, and communications services available on the property at a reasonable charge to the United States. Excluding the reasonable charges for such utility services, no fee, charge, or compensation will be due the Lessee nor its successors and assigns, for the exercise of the easement and right of access hereby retained and reserved by the United States.

(3) In exercising access right, neither the Lessee nor its successors and assigns, as the case maybe, shall have any claim at law or equity against the United States or any officer, employee, agent, contractor of any tier, or servant of the United States based on actions taken by the United States or its officers, employees, agents, contractors of any tier, or servants pursuant

to and in accordance with this Paragraph. In addition, the Lessee, its successors and assigns, shall not interfere with any munitions response action conducted by the Lessor on the Property.

#### **7. NOTICE OF THE PRESENCE OF ASBESTOS**

A. The Lessee is hereby informed and does acknowledge that non-friable asbestos or asbestos-containing material ("ACM") has been found on the Lease Property. The Lease Property may contain improvements, such as buildings, facilities, equipment, and pipelines, above and below the ground, that contain non-friable asbestos or ACM. The Occupational Safety and Health Administration (OSHA) and the Environmental Protection Agency have determined that such unprotected or unregulated exposure to airborne asbestos fibers increases the risk of asbestos-related diseases, including certain cancers that can result in disability or death.

B. The Lessee acknowledges that it has inspected or has had the opportunity to inspect the Property as to its asbestos and ACM condition and any hazardous or environmental conditions relating thereto. The Lessee shall be deemed to have relied solely on its own judgment in assessing the overall condition of all or any portion of the Property, including, without limitation, any asbestos or ACM hazards or concerns.

#### **8. NOTICE OF THE PRESENCE OF LEAD-BASED PAINT (LBP)**

A. The Lessee is hereby informed and does acknowledge that all buildings on the Property, which were constructed or rehabilitated prior to 1978, are presumed to contain lead-based paint. Lead from paint, paint chips, and dust can pose health hazards if not managed properly. Every purchaser of any interest in Residential Real Property on which a residential dwelling was built prior to 1978 is notified that there is a risk of exposure to lead from lead-based paint that may place young children at risk of developing lead poisoning.

B. The Lessee acknowledges that it has inspected or has had the opportunity to inspect the Property as to its lead-based paint content and condition and any hazardous or environmental conditions relating thereto. The Lessee shall be deemed to have relied solely on its own judgment in assessing the overall condition of all or any portion of the Property, including, without limitation, any lead-based paint hazards or concerns.

#### **9. PCB NOTICE**

A. The Lessee is hereby informed and does acknowledge that equipment containing polychlorinated biphenyls (PCBs) exists on the Property to be conveyed, described as follows: transformers containing oil with less than less than 50 ppm PCB. All PCB-containing equipment has been properly labeled in accordance with applicable laws and regulations.

B. The Lessee acknowledges that it has inspected or has had the opportunity to inspect the Property as to the presence of PCBs and PCB-containing equipment and any hazardous or environmental conditions relating thereto. The Lessee shall be deemed to have relied solely on its own judgment in assessing the overall condition of all or any portion of the Property, including, without limitation, any PCB hazards or concerns.

#### **10. PESTICIDE NOTICE**

The Lessee is hereby notified and acknowledges that registered pesticides have been applied to the property conveyed herein and may continue to be present thereon. The Lessor and Lessee know of no use of any registered pesticide in a manner (1) inconsistent with its labeling or with the Federal Insecticide, Fungicide, and Rodenticide Act (FIFRA)(7 U.S.C. § 136, et seq.) and other applicable laws and regulations, or (2) not in accordance with its intended purpose.

The Lessee covenants and agrees that if the Lessee takes any action with regard to the property, including demolition of structures or any disturbance or removal of soil that may expose, or cause a release of, a threatened release of, or an exposure to, any such pesticide, Lessee assumes all responsibility and liability.

JOINT SURVEY AND INSPECTION OF ENVIRONMENTAL  
CONDITION OF GOVERNMENT LEASED PROPERTY

UMATILLA CHEMICAL DEPOT

Lease No: DACA67-1-20-40

SECTION I PROPERTY DATA AND ENVIRONMENTAL CONDITION AGREEMENT

Date of Survey: Originally Surveyed 10 November 2015. Site Surveyed 25 November 2019, Igloos were not entered during this survey.

Date of Lease Commencement: (Date signed by Lessor)

Date Possession Taken:

Leased Land Area:

Total Leased Area: 5,530.64 Acres

Leased Area For Igloo Rentals: 417.43 Acres

Leased Area For Irrigated Field Crop: 40.62 Acres

Leased Area For Solar Development Investigation: 1,604.33

Leased Building Area:

| <u>Igloo</u> | <u>Size (SF)</u> | <u>Igloo</u> | <u>Size (SF)</u> |       |        |
|--------------|------------------|--------------|------------------|-------|--------|
| A 914        | 2147             | A 948        | 2147             |       |        |
| A 916        | 2147             | A 950        | 2147             |       |        |
| A 917        | 2147             | A 960        | 2147             | Total | 21,470 |
| A 919        | 2147             | A 979        | 2147             |       |        |
| A 947        | 2147             | A 980        | 2147             |       |        |

ENVIRONMENTAL CONDITION DESCRIPTION OF THE EXTERIOR AND THE INTERIOR OF THE LEASED PROPERTY

See Attached Sheets 2-7.

JOINT AGREEMENT ON THE ENVIRONMENTAL CONDITION OF THE PROPERTY

We, the undersigned, jointly made a survey and inspection of the environmental condition of the property mentioned above. We agree that as of the date of the survey, the environmental condition of the property is as described herein.

Name and Signature of the Lessee



Greg Smith  
Executive Director  
Columbia Development Authority

Name, Title, and Signature of Lessor Representative

LANIGAN.MICHEL  
E.M.1149287929  
Digitally signed by  
LANIGAN.MICHELE.M.1149287929  
Date: 2019.11.25 12:41:39 -08'00'

Michele Lanigan  
BRAC Environmental Coordinator  
Umatilla Chemical Depot

SECTION II-ENVIRONMENTAL CONDITION OF LAND LEASED (VISIBLE EVIDENCE OF EXISTING-SPILLS, CONTAMINATION ETC.)

| PRE LEASE ENVIRONMENTAL CONDITION   | POST LEASE ENVIRONMENTAL CONDITION |
|---|------------------------------------|
| <p><b>ENTIRE LEASE AREA 5530.64 ACRES</b><br/>                     Good to Fair Condition. Majority of land is in shrub-steppe cover type with no land disturbance minus the presence of roads and igloos. Significant portions of the area have had a die-off of sage brush. Land cover shows no significant erosion. General Environmental restrictions associated with the area include "Site 39" – excluded from lease, Site 11 Landfill – excluded From lease. Limited groundwater plume subject to pump And Treat remediation. The northern area of the lease does contain a significant colony of Borrowing Owls, Partially established through an artificial borrow program.</p>            |                                    |
| <p><b>IGLOO LEASE AREA 417.43 ACRES</b><br/>                     Good to Fair Condition. Majority of land is in shrub-steppe cover type with no land disturbance minus the presence of roads and igloos. Significant portions of the area have had a die-off of sage brush.</p>   |                                    |
| <p><b>IRRIGATED FIELD CROP AREA 40.62 ACRES</b><br/><br/>                     Good. 20 acres in undisturbed shrub-steppe cover type. The remainder of area is in irrigated crop cover type.</p>   |                                    |
| <p><b>SOLAR DEVELOPMENT INVESTIGATION 1604.33 AC</b><br/>                     Good to Fair Condition. Majority of land is in shrub-steppe cover type with no land disturbance minus the presence of roads and igloos. Significant portions of the area have had a die-off of sage brush. Land cover shows no significant erosion. General Environmental restrictions associated with the area include "Site 39" – excluded from lease, Site 11 Landfill – excluded From lease. Limited groundwater plume subject to pump And Treat remediation. The northern area of the lease does contain a significant colony of Borrowing Owls, partially established through an artificial borrow program.</p> |                                    |

**SECTION II-INTERIOR AND EXTERIOR ENVIRONMENTAL CONDITION OF LEASED BUILDINGS**

(VISIBLE EVIDENCE OF EXISTING-SPILLS, CONTAMINATION ETC.)

| PRE LEASE ENVIRONMENTAL CONDITION   | POST LEASE ENVIRONMENTAL CONDITION |
|---|------------------------------------|
| <p><b>IGLOO A 904</b><br/>                     Interior (Ceilings and walls, front, back, door, floor)<br/>                     Clean. No known presence of spills or other potential hazardous materials. All concrete construction – no known risk of asbestos.</p> <p>Exterior (Roof and sides, front, back, door)<br/>                     No known issues.</p> |                                    |
| <p><b>IGLOO A 905</b><br/>                     Interior (Ceilings and walls, front, back, door, floor)<br/>                     Clean. No known presence of spills or other potential hazardous materials. All concrete construction – no known risk of asbestos.</p> <p>Exterior (Roof and sides, front, back, door)<br/>                     No known issues.</p> |                                    |
| <p><b>IGLOO A 906</b><br/>                     Interior (Ceilings and walls, front, back, door, floor)<br/>                     Clean. No known presence of spills or other potential hazardous materials. All concrete construction – no known risk of asbestos.</p> <p>Exterior (Roof and sides, front, back, door)<br/>                     No known issues.</p> |                                    |
| <p><b>IGLOO A 907</b><br/>                     Interior (Ceilings and walls, front, back, door, floor)<br/>                     Clean. No known presence of spills or other potential hazardous materials. All concrete construction – no known risk of asbestos.</p> <p>Exterior (Roof and sides, front, back, door)<br/>                     No known issues</p>  |                                    |

|   |  |
|---|--|
| <p><b>IGLOO A 908</b><br/> Interior (Ceilings and walls, front, back, door, floor)<br/> Clean. No known presence of spills or other potential hazardous materials. All concrete construction – no known risk of asbestos.</p> <p>Exterior (Roof and sides, front, back, door)<br/> No known issues.</p> |  |
| <p><b>PRE LEASE ENVIRONMENTAL CONDITION</b></p>   | <p><b>POST LEASE ENVIRONMENTAL CONDITION</b></p> |
| <p><b>IGLOO A 909</b><br/> Interior (Ceilings and walls, front, back, door, floor)<br/> Clean. No known presence of spills or other potential hazardous materials. All concrete construction – no known risk of asbestos.</p> <p>Exterior (Roof and sides, front, back, door)<br/> No known issues.</p> |  |
| <p><b>IGLOO A 910</b><br/> Interior (Ceilings and walls, front, back, door, floor)<br/> Clean. No known presence of spills or other potential hazardous materials. All concrete construction – no known risk of asbestos.</p> <p>Exterior (Roof and sides, front, back, door)<br/> No known issues.</p> |  |
| <p><b>IGLOO A 911</b><br/> Interior (Ceilings and walls, front, back, door, floor)<br/> Clean. No known presence of spills or other potential hazardous materials. All concrete construction – no known risk of asbestos.</p> <p>Exterior (Roof and sides, front, back, door)<br/> No known issues.</p> |  |
| <p><b>IGLOO A 912</b><br/> Interior (Ceilings and walls, front, back, door, floor)<br/> Clean. No known presence of spills or other potential hazardous materials. All concrete</p>   |  |

|  |  |
|--|--|
| <p>construction – no known risk of asbestos.</p> <p>Exterior (Roof and sides, front, back, door)<br/>No known issues.</p>  |  |
| <p>IGLOO A 914</p> <p>Interior (Ceilings and walls, front, back, door, floor)<br/>Clean. No known presence of spills or other potential hazardous materials. All concrete construction – no known risk of asbestos.</p> <p>Exterior (Roof and sides, front, back, door)<br/>No known issues.</p> |  |

**SECTION II-INTERIOR AND EXTERIOR ENVIRONMENTAL CONDITION OF LEASED BUILDINGS**

| PRE LEASE ENVIRONMENTAL CONDITION  | POST LEASE ENVIRONMENTAL CONDITION |
|--|------------------------------------|
| <p>IGLOO A 916</p> <p>Interior (Ceilings and walls, front, back, door, floor)<br/>Clean. No known presence of spills or other potential hazardous materials. All concrete construction – no known risk of asbestos.</p> <p>Exterior (Roof and sides, front, back, door)<br/>No known issues.</p> |                                    |
| <p>IGLOO A 917</p> <p>Interior (Ceilings and walls, front, back, door, floor)<br/>Clean. No known presence of spills or other potential hazardous materials. All concrete construction – no known risk of asbestos.</p> <p>Exterior (Roof and sides, front, back, door)<br/>No known issues.</p> |                                    |
| <p>IGLOO A 918</p> <p>Interior (Ceilings and walls, front, back, door, floor)<br/>Clean. No known presence of spills or other potential hazardous materials. All concrete construction – no known risk of asbestos.</p> <p>Exterior (Roof and sides, front, back, door)<br/>No known issues.</p> |                                    |

|   |  |
|---|--|
| <p><b>IGLOO A 919</b><br/> <b>Interior (Ceilings and walls, front, back, door, floor)</b><br/> <b>Clean. No known presence of spills or other potential hazardous materials. All concrete construction – no known risk of asbestos.</b></p> <p><b>Exterior (Roof and sides, front, back, door)</b><br/> <b>No known issues.</b></p> |  |
| <p><b>IGLOO A 920</b><br/> <b>Interior (Ceilings and walls, front, back, door, floor)</b><br/> <b>Clean. No known presence of spills or other potential hazardous materials. All concrete construction – no known risk of asbestos.</b></p> <p><b>Exterior (Roof and sides, front, back, door)</b><br/> <b>No known issues.</b></p> |  |

**SECTION II-INTERIOR AND EXTERIOR ENVIRONMENTAL CONDITION OF LEASED BUILDINGS**

| <b>PRE LEASE ENVIRONMENTAL CONDITION</b>  | <b>POST LEASE ENVIRONMENTAL CONDITION</b> |
|---|---|
| <p><b>IGLOO A 921</b><br/> <b>Interior (Ceilings and walls, front, back, door, floor)</b><br/> <b>Clean. No known presence of spills or other potential hazardous materials. All concrete construction – no known risk of asbestos.</b></p> <p><b>Exterior (Roof and sides, front, back, door)</b><br/> <b>No known issues.</b></p> |   |
| <p><b>IGLOO A 922</b><br/> <b>Interior (Ceilings and walls, front, back, door, floor)</b><br/> <b>Clean. No known presence of spills or other potential hazardous materials. All concrete construction – no known risk of asbestos.</b></p> <p><b>Exterior (Roof and sides, front, back, door)</b><br/> <b>No known issues.</b></p> |   |
| <p><b>IGLOO A 947</b><br/> <b>Interior (Ceilings and walls, front, back, door, floor)</b><br/> <b>Clean. No known presence of spills or other potential hazardous materials. All concrete</b></p>   |   |

|  |  |
|--|--|
| <p>construction – no known risk of asbestos.</p> <p>Exterior (Roof and sides, front, back, door)<br/>No known issues.</p>  |  |
| <p>IGLOO A 948</p> <p>Interior (Ceilings and walls, front, back, door, floor)<br/>Clean. No known presence of spills or other potential hazardous materials. All concrete construction – no known risk of asbestos.</p> <p>Exterior (Roof and sides, front, back, door)<br/>No known issues.</p> |  |
| <p>IGLOO A 949</p> <p>Interior (Ceilings and walls, front, back, door, floor)<br/>Clean. No known presence of spills or other potential hazardous materials. All concrete construction – no known risk of asbestos.</p> <p>Exterior (Roof and sides, front, back, door)<br/>No known issues.</p> |  |

ADDITIONAL COMMENTS:

JOINT SURVEY AND INSPECTION OF PHYSICAL  
CONDITION OF GOVERNMENT LEASED PROPERTY

UMATILLA CHEMICAL DEPOT

Lease No: DACA67-1-20-40

SECTION I PROPERTY DATA AND PHYSICAL CONDITION AGREEMENT

Date of Survey: Originally Surveyed 10 November 2015. Site Surveyed 25 November 2019, Igloos were not entered during this survey.

Date of Lease Commencement: (Date signed by Lessor)

Date Possession Taken:

Leased Land Area:

Total Leased Area: 5,530.64 Acres

Leased Area For Igloo Rentals: 417.43 Acres

Leased Area For Irrigated Field Crop: 40.62 Acres

Leased Area For Solar Development Investigation: 1,604.33

Leased Building Area:

| <u>Igloo</u> | <u>Size (SF)</u> | <u>Igloo</u> | <u>Size (SF)</u> |       |        |
|--------------|------------------|--------------|------------------|-------|--------|
| A 914        | 2147             | A 948        | 2147             |       |        |
| A 916        | 2147             | A 950        | 2147             |       |        |
| A 917        | 2147             | A 960        | 2147             | Total | 21,470 |
| A 919        | 2147             | A 979        | 2147             |       |        |
| A 947        | 2147             | A 980        | 2147             |       |        |

DESCRIPTION OF THE EXTERIOR AND THE INTERIOR OF THE LEASED PROPERTY

See Attached Sheets 2-7.

JOINT AGREEMENT ON THE PHYSICAL CONDITION OF THE PROPERTY

We, the undersigned, jointly made a survey and inspection of the physical condition of the property mentioned above. We agree that as of the date of the survey, the condition of the property is as described herein.

Name and Signature of the Lessee



Greg Smith  
Executive Director  
Columbia Development Authority

Name, Title, and Signature of Lessor Representative

LANIGAN.MICHEL

E.M.1149287929

Digitally signed by  
LANIGAN.MICHELE.M.1149287929  
Date: 2019.11.25 12:40:23 -08'00'

Michele Lanigan  
BRAC Environmental Coordinator  
Umatilla Chemical Depot

**SECTION II-PHYSICAL CONDITION OF LAND LEASED**

(General condition-good, fair, poor,-with comments on visible surface vegetation, digging, damages, etc )

| PRE LEASE PHYSICAL CONDITION   | POST LEASE PHYSICAL CONDITION |
|--|-------------------------------|
| <p>ENTIRE LEASE AREA 5530.64 ACRES</p> <p>Good to Fair Condition. Majority of land is in shrub-steppe cover type with no land disturbance minus the presence of roads and igloos. Significant portions of the area have had a die-off of sage brush. Land cover shows no significant erosion.</p>  |                               |
| <p>IGLOO LEASE AREA 417.43 ACRES</p> <p>Same as above</p>  |                               |
| <p>IRRIGATED FIELD CROP AREA 40.62 ACRES</p> <p>20 of the 40 acres is part of a long term circle pivot irrigation operation mistaken operated outside of boundary fence but within Army ownership. Cover type is currently grass/hay. The remainder of the 40 acres is in shrub-steppe cover type. Both areas in good to fair condition.</p> |                               |
| <p>SOLAR DEVELOPMENT INVESTIGATION 1604.33 AC</p> <p>Good condition. Shrub-steppe cover type that has had little disturbance in recent years.</p>  |                               |
| <p>REMARKS (Questioned or disputed Items, repairs to be made, etc.)</p>  |                               |

**SECTION II-INTERIOR AND EXTERIOR PHYSICAL CONDITION OF LEASED BUILDINGS**

(General condition-good, fair, poor,-with comments on damages, leaks, cracks, inoperability, etc)

| PRE LEASE PHYSICAL CONDITION  | POST LEASE PHYSICAL CONDITION |
|---|-------------------------------|
| <p><b>IGLOO A 904</b><br/> <b>Interior (Ceilings and walls, front, back, door, floor)</b><br/>                     1940's all concrete construction. All structural components in good-fair condition with no indication of structural failure or fatigue.</p> <p><b>Exterior (Roof and sides, front, back, door)</b><br/>                     Same as above. Metal doors aging but continue to be operational. Soil cover over concrete roof undisturbed and established in native vegetation.</p> |                               |
| <p><b>IGLOO A 905</b><br/> <b>Interior (Ceilings and walls, front, back, door, floor)</b><br/>                     1940's all concrete construction. All structural components in good-fair condition with no indication of structural failure or fatigue.</p> <p><b>Exterior (Roof and sides, front, back, door)</b> Same as above. Metal doors aging but continue to be operational. Soil cover over concrete roof undisturbed and established in native vegetation.</p>                          |                               |
| <p><b>IGLOO A 906</b><br/> <b>Interior (Ceilings and walls, front, back, door, floor)</b><br/>                     1940's all concrete construction. All structural components in good-fair condition with no indication of structural failure or fatigue.</p> <p><b>Exterior (Roof and sides, front, back, door)</b> Same as above. Metal doors aging but continue to be operational. Soil cover over concrete roof undisturbed and established in native vegetation.</p>                          |                               |
| <p><b>IGLOO A 907</b><br/> <b>Interior (Ceilings and walls, front, back, door, floor)</b><br/>                     1940's all concrete construction. All structural components in good-fair condition with no indication of structural failure or fatigue.</p> <p><b>Exterior (Roof and sides, front, back, door)</b> Same as above. Metal doors aging but continue to be operational. Soil cover over concrete roof undisturbed and established in native vegetation.</p>                          |                               |
| <p><b>IGLOO A 908</b><br/> <b>Interior (Ceilings and walls, front, back, door, floor)</b><br/>                     1940's all concrete construction. All structural components in good-fair condition with no indication of structural failure or fatigue.</p> <p><b>Exterior (Roof and sides, front, back, door)</b> Same as above. Metal doors aging but continue to be operational. Soil cover over concrete roof undisturbed and established in native vegetation.</p>                          |                               |

**SECTION II-INTERIOR AND EXTERIOR PHYSICAL CONDITION OF LEASED BUILDINGS**

| PRE LEASE PHYSICAL CONDITION  | POST LEASE PHYSICAL CONDITION |
|---|-------------------------------|
| <p><b>IGLOO A 909</b><br/> <b>Interior (Ceilings and walls, front, back, door, floor)</b><br/>                     1940's all concrete construction. All structural components in good-fair condition with no indication of structural failure or fatigue.</p> <p><b>Exterior (Roof and sides, front, back, door) Same as above. Metal doors aging but continue to be operational.</b><br/>                     Soil cover over concrete roof undisturbed and established in native vegetation.</p> |                               |
| <p><b>IGLOO A 910</b><br/> <b>Interior (Ceilings and walls, front, back, door, floor)</b><br/>                     1940's all concrete construction. All structural components in good-fair condition with no indication of structural failure or fatigue.</p> <p><b>Exterior (Roof and sides, front, back, door) Same as above. Metal doors aging but continue to be operational.</b><br/>                     Soil cover over concrete roof undisturbed and established in native vegetation.</p> |                               |
| <p><b>IGLOO A 911</b><br/> <b>Interior (Ceilings and walls, front, back, door, floor)</b><br/>                     1940's all concrete construction. All structural components in good-fair condition with no indication of structural failure or fatigue.</p> <p><b>Exterior (Roof and sides, front, back, door) Same as above. Metal doors aging but continue to be operational.</b><br/>                     Soil cover over concrete roof undisturbed and established in native vegetation.</p> |                               |
| <p><b>IGLOO A 912</b><br/> <b>Interior (Ceilings and walls, front, back, door, floor)</b><br/>                     1940's all concrete construction. All structural components in good-fair condition with no indication of structural failure or fatigue.</p> <p><b>Exterior (Roof and sides, front, back, door) Same as above. Metal doors aging but continue to be operational.</b><br/>                     Soil cover over concrete roof undisturbed and established in native vegetation.</p> |                               |
| <p><b>IGLOO A 914</b><br/> <b>Interior (Ceilings and walls, front, back, door, floor)</b><br/>                     1940's all concrete construction. All structural components in good-fair condition with no indication of structural failure or fatigue.</p> <p><b>Exterior (Roof and sides, front, back, door) Same as above. Metal doors aging but continue to be operational.</b><br/>                     Soil cover over concrete roof undisturbed and established in native vegetation.</p> |                               |

**SECTION II-INTERIOR AND EXTERIOR PHYSICAL CONDITION OF LEASED BUILDINGS**

| PRE LEASE PHYSICAL CONDITION  | POST LEASE PHYSICAL CONDITION |
|---|-------------------------------|
| <p><b>IGLOO A 916</b><br/> <b>Interior (Cellings and walls, front, back, door, floor)</b><br/>                     1940's all concrete construction. All structural components in good-fair condition with no indication of structural failure or fatigue.</p> <p><b>Exterior (Roof and sides, front, back, door) Same as above. Metal doors aging but continue to be operational.</b><br/>                     Soil cover over concrete roof undisturbed and established in native vegetation.</p> |                               |
| <p><b>IGLOO A 917</b><br/> <b>Interior (Cellings and walls, front, back, door, floor)</b><br/>                     1940's all concrete construction. All structural components in good-fair condition with no indication of structural failure or fatigue.</p> <p><b>Exterior (Roof and sides, front, back, door) Same as above. Metal doors aging but continue to be operational.</b><br/>                     Soil cover over concrete roof undisturbed and established in native vegetation.</p> |                               |
| <p><b>IGLOO A 918</b><br/> <b>Interior (Cellings and walls, front, back, door, floor)</b><br/>                     1940's all concrete construction. All structural components in good-fair condition with no indication of structural failure or fatigue.</p> <p><b>Exterior (Roof and sides, front, back, door) Same as above. Metal doors aging but continue to be operational.</b><br/>                     Soil cover over concrete roof undisturbed and established in native vegetation.</p> |                               |
| <p><b>IGLOO A 919</b><br/> <b>Interior (Cellings and walls, front, back, door, floor)</b><br/>                     1940's all concrete construction. All structural components in good-fair condition with no indication of structural failure or fatigue.</p> <p><b>Exterior (Roof and sides, front, back, door) Same as above. Metal doors aging but continue to be operational.</b><br/>                     Soil cover over concrete roof undisturbed and established in native vegetation.</p> |                               |
| <p><b>IGLOO A 920</b><br/> <b>Interior (Cellings and walls, front, back, door, floor)</b><br/>                     1940's all concrete construction. All structural components in good-fair condition with no indication of structural failure or fatigue.</p> <p><b>Exterior (Roof and sides, front, back, door) Same as above. Metal doors aging but continue to be operational.</b><br/>                     Soil cover over concrete roof undisturbed and established in native vegetation.</p> |                               |

SECTION II-INTERIOR AND EXTERIOR PHYSICAL CONDITION OF LEASED BUILDINGS

| PRE LEASE PHYSICAL CONDITION  | POST LEASE PHYSICAL CONDITION |
|---|-------------------------------|
| <p><b>IGLOO A 921</b><br/> <b>Interior (Ceilings and walls, front, back, door, floor)</b><br/>                     1940's all concrete construction. All structural components in good-fair condition with no indication of structural failure or fatigue.</p> <p><b>Exterior (Roof and sides, front, back, door) Same as above. Metal doors aging but continue to be operational.</b><br/>                     Soil cover over concrete roof undisturbed and established in native vegetation.</p> |                               |
| <p><b>IGLOO A 922</b><br/> <b>Interior (Ceilings and walls, front, back, door, floor)</b><br/>                     1940's all concrete construction. All structural components in good-fair condition with no indication of structural failure or fatigue.</p> <p><b>Exterior (Roof and sides, front, back, door) Same as above. Metal doors aging but continue to be operational.</b><br/>                     Soil cover over concrete roof undisturbed and established in native vegetation.</p> |                               |
| <p><b>IGLOO A 947</b><br/> <b>Interior (Ceilings and walls, front, back, door, floor)</b><br/>                     1940's all concrete construction. All structural components in good-fair condition with no indication of structural failure or fatigue.</p> <p><b>Exterior (Roof and sides, front, back, door) Same as above. Metal doors aging but continue to be operational.</b><br/>                     Soil cover over concrete roof undisturbed and established in native vegetation.</p> |                               |
| <p><b>IGLOO A 948</b><br/> <b>Interior (Ceilings and walls, front, back, door, floor)</b><br/>                     1940's all concrete construction. All structural components in good-fair condition with no indication of structural failure or fatigue.</p> <p><b>Exterior (Roof and sides, front, back, door) Same as above. Metal doors aging but continue to be operational.</b><br/>                     Soil cover over concrete roof undisturbed and established in native vegetation.</p> |                               |
| <p><b>IGLOO A 949</b><br/> <b>Interior (Ceilings and walls, front, back, door, floor)</b><br/>                     1940's all concrete construction. All structural components in good-fair condition with no indication of structural failure or fatigue.</p> <p><b>Exterior (Roof and sides, front, back, door) Same as above. Metal doors aging but continue to be operational.</b><br/>                     Soil cover over concrete roof undisturbed and established in native vegetation.</p> |                               |

**ADDITIONAL COMMENTS:**

High level of condition consistency for each of the listed igloos. Inspection jointly conducted on 11/4/2014

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Space above this line for Recorder's use.

**Grantee**

Oregon DEQ  
475 NE Bellevue Drive  
Bend, OR 97701  
Attention: David Anderson  
Eastern Region Cleanup Manager

**Grantor**

United States Army Engineer District, Seattle  
4375 E. Marginal Way S.  
Seattle, Washington 98124  
ATTN: CENWS-RE

**EASEMENT AND EQUITABLE SERVITUDE**

This grant of Easement and Equitable Servitude (“EES”) is made on \_\_\_\_\_ day of \_\_\_\_\_, 2022 between the United States of America, acting by and through the Director of Real Estate, Headquarters, U.S. Army Corps of Engineers (“Grantor”), and the State of Oregon (“Grantee”), acting by and through the Oregon Department of Environmental Quality (“DEQ”).

**RECITALS**

A. Grantor is the owner of certain real property at the former Umatilla Chemical Depot (hereafter “UMCD”), located in Umatilla and Morrow Counties, Oregon, which is more particularly shown and described in **Exhibit A** as the areas outlined in blue and red dashed lines, attached hereto and made a part hereof, containing closed hazardous waste management units, a closed solid waste management unit, and sites addressed under the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, 42 U.S.C. §§ 9601, *et seq.*, as amended (hereafter “CERCLA”). The UMCD is referenced under the name “Umatilla Army Depot Activity” in DEQ’s Environmental Contamination Site Index (ECSI) #514 and in the files of DEQ’s Solid and Hazardous Waste Program located at 400 E. Scenic Drive, Suite 307, The Dalles, Oregon, telephone number (541) 298-7255 and in files of DEQ’s Cleanup Program located at 475 NE Bellevue Dr., Suite 110, Bend, Oregon, telephone number (541) 388-6146. Interested parties may contact one of these Eastern Region offices of DEQ to review a detailed description of the residual risks present at the Property as defined in Section 1, Definitions (hereinafter “the Property”), and found in the following documents:

- Record of Decision, Deactivation Furnace Operable Unit, December 1992.
- Record of Decision, Active Landfill Operable Unit, March 1993.
- Record of Decision, Umatilla Depot Activity Explosives Washout Lagoons Ground Water Operable Unit, June 1994.

- Record of Decision, Umatilla Chemical Depot, Site 39 (Quality Assurance Function Range), May 2005.
- Final Closure Verification Sampling Report, April 2017.
- Explanation of Significant Differences (ESD) Umatilla Chemical Depot Former Active Landfill, Site UMAD-0034, May 2020.
- Explanation of Significant Differences (ESD) Umatilla Chemical Depot Deactivation Furnace Operable Unit, Site UMAD-0047, May 2020.
- Memorandum for Administrative Record (MFR) Land Use Restrictions for Site UMAD-0039 (Quality Assurance Function Range) at the Umatilla Chemical Depot, Oregon, May 2021.

B. The UMCD has an approved state hazardous waste permit under Oregon Revised Statutes Chapter 466, Permit (DEQ I.D. No. OR6 213 820 917) (hereafter “UMCD Permit”) which contains a closure plan at Attachment 6 (hereafter “Closure Plan”). The United States Department of the Army (hereafter “Army”) is the permittee under the UMCD Permit.

C. Section 4.4 of the Closure Plan requires that UMCD achieve numeric closure performance standards for identified constituents of concern, consistent with the likely anticipated future land use. The current and reasonably likely anticipated future land use of the units within the closure plan, as identified by the Local Reuse Authority (LRA) in the U.S. Army Umatilla Chemical Depot Base Redevelopment Plan (UMADRA 2010), is industrial. A DEQ-approved enforceable mechanism is required to be put in place to maintain institutional controls at the following closed solid and hazardous waste management units: the J-Block Igloos, the Building 115 Area, the Building 203 Area, and the 277-acre UMCDF Demilitarization Facility (hereafter “UMCDF”), all of which are depicted and described in **Exhibit B**.

D. Pursuant to Section 1.6.5 of the Closure Plan, upon successful completion of the decontamination activities, verification sampling of the equipment, structures, and soils remaining in place is required to verify that closure performance standards are met. On April 26, 2017, in accordance with Section 1.6.5 of the Closure Plan, the Army submitted a “Closure Verification Sampling Report” to DEQ which states that verification sampling was completed and all closure performance standards listed in the Closure Plan have been achieved for the solid and hazardous waste management units.

E. On December 15, 2017, in accordance with Section 1.6.5 of the Closure Plan, and following completion of a public notice and comment period, permittee submitted a “Notice of Corrective Action Complete with Controls” via letter to DEQ stating that all activities necessary to meet the closure performance standards have been completed, provided institutional controls are implemented to maintain the industrial land use consistent with the closure performance standards and the anticipated future land use.

F. The Property also includes the now closed Active Landfill (Site UMAD-0034), as depicted and described in **Exhibit C**. The 17.49-acre closed Active Landfill is a solid waste management unit that was investigated under CERCLA and closed in accordance with DEQ solid waste regulations. The 1993 Record of Decision determined that the landfill did not pose a risk to human health and the environment and, since the landfill was still receiving waste, it would be closed under DEQ regulations. The Record of Decision also stated that once the landfill closed, all activities that are detrimental to the landfill cap integrity are prohibited and that any exposure to potential contamination in the landfill shall not occur. The landfill was capped and closed in December 1997 in accordance with the DEQ solid waste permit. In August 2000, the permit was reissued as a solid waste disposal closure permit (Solid Waste Permit No. 320). After groundwater monitoring was completed as part of the closure of the landfill under the permit, DEQ terminated the permit in August, 2011.

G. The Property includes areas within the following operable units that are all part of a CERCLA National Priority List (NPL) facility: the Quality Assurance (QA) Function Range (Site UMAD-0039; a component of the Miscellaneous Sites Operable Unit (OU)), depicted and described in **Exhibit D**, the Deactivation Furnace (Site UMAD-0047) OU depicted and described in **Exhibit E**, and the Explosives Washout Lagoons Groundwater (EWL-GW, Site UMAD-0024) OU, depicted and described in **Exhibit F**. The obligations of the Grantor under this EES run to the Property only and not to any other portion of the NPL facility.

H. EPA and the Army issued Records of Decision (ROD) for the EWL-GW OU in July 1994, for the Deactivation Furnace OU in December 1992, and for the QA Function Range in May 2005. The remedial action selected for the 437.34-acre EWL-GW OU includes extraction of contaminated groundwater and treatment using on-site granular activated carbon (GAC) followed by re-infiltration of the treated groundwater, monitoring of groundwater to determine when cleanup levels have been attained, and institutional controls on the contaminated groundwater to prevent its use until cleanup levels are met. The remedial action selected for the 15.8-acre Deactivation Furnace OU required excavation and treatment by solidification/stabilization of lead in soils greater than 500 mg/kg and placement of treated soils into the on-site Active Landfill. The remedial action selected for the QA Function Range, includes Munitions and Explosives of Concern (MEC) clearance to a depth of 2 feet in the Test Pad Area and Rifle Ranges Areas and to 6 feet in the Test Pit Area, maintenance of signage and fencing after remedial action, and a deed notice informing land users that the property was used for testing of munitions.

I. The Army has performed remedial action under CERCLA for the Deactivation Furnace OU and the QA Function Range. The Deactivation Furnace OU remedial action began in October 1993 and was completed in September 2001. Land use controls to prohibit residential use are necessary to prevent childhood exposure to lead in soils that may present an unacceptable risk. The QA Function Range Munitions and Explosives of Concern (MEC) clearance remedial action began in October 2008 and was completed in August 2009. In accordance with the selected remedy, it is necessary to implement institutional controls for the QA Function Range to inform land users that the property was used for the testing of munitions, and to maintain signage and fencing.

J. Further, the Army continues to remediate groundwater contamination at the EWL-GW OU, at the location shown and described in **Exhibit F**. The groundwater remedy has been shown to be operating properly and successfully and implementation of institutional controls is necessary to prevent use of contaminated groundwater until cleanup levels are met.

K. Based on the facts recited above, and after review of the above-referenced documents and public comments, the Regional Administrator of DEQ has determined, in accordance with ORS Chapters 465 and 466, that an enforceable Easement and Equitable Servitude is appropriate and necessary to ensure land use restrictions needed to protect human health and the environment are implemented, and has further determined that such an action satisfies the requirements for an approved enforceable mechanism to maintain the land use restrictions.

L. The provisions of this EES are intended to protect human health and the environment and to meet the substantive land use restrictions set forth in the RODs and in the UMCD Permit.

## 1. DEFINITIONS

1.1 "Army" means the United States Department of the Army.

1.2 "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.

1.3 "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 "Owner" means any person or entity, who at any time after the recording date of this EES 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.

1.5 "Property" means those hazardous and solid waste management units located on Grantor's property that were regulated under the UMCD Permit and closed pursuant to the Closure Plan provided as Attachment 6 to that permit as shown and more fully described in **Exhibit B** hereto, the closed Active Landfill as shown and more fully described in **Exhibit C** and the CERCLA sites shown and more fully described in **Exhibits D** through **F** hereto.

1.6 “Remedial Action” has the meaning set forth in Section 101(24) of CERCLA, 42 U.S.C. § 9601(24).

## 2. GENERAL DECLARATION

2.1 Grantor, in order to discharge in part its obligations under the UMCD Permit grants to the Grantee the perpetual easement for access described in Section 4 of this instrument and the equitable servitude described Section 3 of this instrument in, on, and over the Property and, in so doing, declares that the Property is now subject to and must in the 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 servitude granted in Section 3 and easement granted in Section 4, below, 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 Grantee.

## 3. EQUITABLE SERVITUDE

### (REQUIRED ACTIONS AND RESTRICTIONS ON USE)

3.1 **Land Use Restrictions.** The following operations and uses are prohibited on the Property:

a. **Residential and Agricultural Use Restriction.** The areas known as the J-Block Igloos, the Building 115 Area, the Building 203 Area, and the UMCDF, as shown and described in **Exhibit B**, the Closed Active Landfill OU, as shown and described in **Exhibit C** (see also Paragraph 3.1(d)), the EWL-GW OU, as shown and described in **Exhibit F**, and the Deactivation Furnace OU, as shown and described in **Exhibit E** shall not be used for the following purposes:

1. Residential use of any type;
2. Agricultural use of any type;
3. Child care facilities and recreational uses where children may be present, including playgrounds; and nursing home or assisted living facilities; and
4. Educational facilities for children/young adults in grades K through 12.

b. **Groundwater Restriction.**

1. The groundwater underlying the EWL Groundwater Pump and Treat Area, as shown and described in **Exhibit F**, contains 2,4,6-Trinitrotoluene (TNT) and Hexahydro-1,3,5-trinitro-1,3,5,-triazine

(RDX), and is subject to a pump and treat remedy for removal of these hazardous substances; and

2. The groundwater underlying the closed Active Landfill OU, as shown and described in **Exhibit C**, contains nitrates and selenium.

Accordingly, neither withdrawal of groundwater nor any activity that may interfere with the groundwater remedy, is allowed within the EWL Groundwater Pump and Treat Area or the closed Active Landfill OU shown and described in **Exhibit F** and **Exhibit C**, respectively, without prior written approval of the Army, EPA, and DEQ. For the purpose of this restriction, "groundwater" shall have the same meaning as "ground water" in section 101(12) of CERCLA, 42 U.S.C. § 9601(12).

c. **The QA Function Range Land Use Notice and Restrictions.** The QA Function Range is comprised of two parcels of contiguous property, as shown in **Exhibit D**. One of which is 259 acres which has land use restrictions and the other 376.68 acres which does not have land use restrictions, but a notice regarding its location to the 259 acre parcel. The Army tested munitions within the 259-acre parcel from the 1940s to the mid-1970s, and during a remedial action performed in 2008 and 2009 the Army removed MEC from this parcel. The removal of MEC ranged from depths of 2 to 6 feet below ground surface. As a result, only the following uses are appropriate for the 259-acre parcel of QA Function Range:

1. Agricultural use; and incidental residential, which includes a farm house, and barn and utility buildings
2. Limited recreational use (e.g., hiking and hunting)

The 259 acres of QA Function Range, as shown and described in **Exhibit D**, shall not be used for residential use other than the current residential use incidental to agricultural use (any improvements of current use will require approval).

Notice is hereby given to Owner of the 376.68-acre parcel of QA Function Range, as shown and described in **Exhibit D** that this parcel is not suspected of containing MEC but is adjacent to an area that was used for munitions testing. Prior to any tenancy, occupation or use of QA Function Range, Owner shall also inform the lessee, tenant, occupant or user of this notice. If Owner should become aware of any item that is suspected MEC on QA Function Range or anywhere else on the Property, Owner shall immediately stop any intrusive or ground-disturbing work in the area or in any adjacent areas and shall not attempt to disturb, remove or destroy the suspected MEC, but shall immediately notify the Umatilla County Sheriff at telephone number (541) 966-3600 so that appropriate explosive ordnance disposal personnel can be dispatched to address such suspected MEC as may be required under applicable law and regulations. Owner shall further inform

each lessee, tenant, occupant or user of QA Function Range to immediately bring such suspected MEC to the attention of Owner.

d. **Closed Active Landfill OU Use Restrictions.** The Closed Active Landfill OU is a closed non-hazardous waste landfill. In addition to the uses prohibited by Paragraph 3.1.a of this Section 3, excavation activities of any kind (i.e., digging, drilling, or any other excavation or disturbance of the land surface or subsurface) or other activities are prohibited in the area of the Closed Active Landfill OU, as shown and described in **Exhibit C**.

3.2. **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.

3.3 **Property Inspections:** The Army is responsible for conducting annual Property inspections and in doing so will use the checklist in **Exhibit G** as a guideline. Periodic repairs or upgrades (e.g., damage to fences, warning signs, landfill cap maintenance) are categorized as routine maintenance and reporting a land use control failure or such routine maintenance is required and will be documented on the checklist. The subsequent Owner shall assume these inspection responsibilities following transfer of the Property. However, Army will remain responsible for conducting CERCLA 5 Year Reviews (§120(c)) for UMCD, including the Property, which will include verification that the requirements of this EES remain in place.

#### **4. EASEMENT (RIGHT OF ENTRY)**

4.1. During reasonable hours, and subject to reasonable security requirements imposed by Owner, DEQ may enter upon and inspect any portion of the Property to determine whether the requirements of this EES have been or are being complied with.

4.2. Except when necessary to address an imminent threat to human health or the environment, DEQ will use its best efforts to notify Owner 48 hours before exercise of this easement, unless DEQ determines less notice is needed to effectively determine whether the requirements of this EES have been or are being complied with. DEQ may enter upon the Property at any time to abate, mitigate, or cure at the expense of Owner the 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 upon the Property by DEQ to evaluate compliance or to abate, mitigate, or cure a violation may not be deemed a trespass, and DEQ shall not be subject to liability to Owner of the Property for such entry and any action taken to abate, mitigate, or cure a violation.

#### **5. BENEFICIARY RIGHTS OF THE UNITED STATES**

5.1. Grantor 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.

5.2. The Grantor'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 the Grantor and DEQ and neither the U.S. 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.

## **6. RELEASE OF RESTRICTIONS**

6.1. The modification or release of any or all of the easement, equitable servitudes, or real covenants set forth herein shall require the consent of DEQ, EPA and the Army. Owner may request release of any or all of the easement, equitable servitudes, or real covenants contained in this EES by submitting such request to the DEQ and the Army in writing with evidence that the easement, equitable servitudes, or real covenants are no longer necessary to protect human health and the environment. The decision to release any or all of the easement, equitable servitudes, or real covenants in this EES shall be within the discretion of DEQ, the Army and EPA, and will require the approval of DEQ, the Army and EPA unless DEQ, the Army and EPA agree otherwise in writing.

6.2. Upon a determination pursuant to Subsection 6.1, DEQ will, as appropriate, execute and deliver to Owner a release of the specific easement, equitable servitudes, or real covenants, or a release of this EES in its entirety.

## **7. GENERAL PROVISIONS AND REAL COVENANTS**

7.1. **Notice of Transfer/Change of Use.** Owner must notify DEQ and the Army within 10 days after the effective date of any lease, sale, assignment, transfer, conveyance, grant, gift, or other alienation or encumbrance, in whole or in part, of Owner's interest in or right to occupy the Property. Such notice must include the full name and address of the Party to whom Owner has leased or transferred an interest or right of occupancy. In addition, Owner must notify DEQ and the Army a minimum of 30 days before the effective date of any significant change in use of the Property that is inconsistent with exposure assumptions in the Closure Plan or CERCLA RODs (listed in Paragraph A of Recitals); that may disrupt the effectiveness of the implemented remedies; and any activity that may alter or negate the need for the respective institutional control. 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 land use restrictions in Section 3 without prior written approval from DEQ and the Army or removal of the easement, equitable servitudes, or real covenants as provided in Subsection 6.1.

Notices under this EES shall be sent to:

**Oregon DEQ**  
Attention: David Anderson  
Eastern Region Cleanup Program Manager  
475 NE Bellevue Drive, Suite 110  
Bend, OR 97701

**Department of the Army**  
ATTN: DAIN-ISE  
600 Army Pentagon  
Washington, DC 20310-0600

and

**U.S. Army Corps of Engineers, Seattle District**  
ATTN: CENWS-PMM  
4375 E. Marginal Way S  
Seattle, WA 98134

7.2. **Zoning Changes.** Owner must notify DEQ and the Army no less than 30 days before Owner's petitioning for or filing of any document initiating a rezoning of the Property or any portion thereof.

7.3. **Notification of Nonconformance.** Owner shall immediately notify DEQ and the Army of any condition or occurrence at the Property that does not conform with provisions of this EES. Notification provided to DEQ must include sufficient detail to allow DEQ to determine compliance with the EES requirements.

7.4. **Reference in Deeds.** A reference to this EES and any modifications of this EES pursuant to Section 6, above, including its location in the public records, must be recited in any deed or other instrument leasing, transferring, or conveying the Property or any portion of the Property. The easement, equitable servitudes, and real covenants contained in this EES run with the land so burdened until such time as they are extinguished in a written instrument duly executed by DEQ and recorded in the deed records of the county or counties in which the Property, or portion thereof, is located, certifying that the condition or restriction is no longer required to protect human health or the environment.

7.5. **Acceptance by Owners.** Upon the recording of this EES, each Owner is conclusively deemed to have consented and agreed to the easement, equitable servitudes, and real covenants contained in this EES, whether or not any reference to this EES is contained in an instrument by which such Owner occupies or acquires an interest in the Property.

7.6. **Enforcement.** Upon any violation of any easement, equitable servitude, or real covenant contained in this EES, the Grantee and Grantor, in addition to the remedies described in Sections 4 and 5, may enforce this EES through any available means, seeking any available legal or equitable remedies. For the Grantee, such means may include civil penalties as set forth in ORS 465.900. This EES may be enforced through a civil action for injunctive or other equitable relief for any violation of any term or condition of this EES, including the land use restrictions in Subsections 3.1 and 3.2 and the denial of the right of entry under Subsection 4. Such an action may be brought by:

- a. DEQ; or
- b. the Grantor.

## **8. LIST OF EXHIBITS**

**Exhibit A:** UMCD Maps showing Property subject to this EES

**Exhibit B:** Legal Description and Survey of Closed RCRA Solid and Hazardous Waste Management Units

**Exhibit C:** Legal Description and Survey of Site UMAD-0034, the Closed Active Landfill Operable Unit

**Exhibit D:** Legal Description and Survey of Site UMAD-0039, the Quality Assurance Function Range Operable Unit

**Exhibit E:** Legal Description and Survey of Site UMAD-0047, the Deactivation Furnace Operable Unit

**Exhibit F:** Legal Description and Survey of Site UMAD-0024, the Explosives Washout Lagoon Groundwater Operable Unit

**Exhibit G:** Land Use Control Inspection Checklist

[Signature Pages to Follow]

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: United States of America

By: Paula S. Johnson-Mue Date: July 12, 2022  
Interim Director of Real Estate  
Headquarters, U.S. Army Corps of Engineers

DISTRICT OF COLUMBIA ) ss.

The foregoing instrument is acknowledged before me this 12<sup>th</sup> day of July, 2022, by Theodore Lee Nettles on behalf of the United States of America, in her capacity as Director of Real Estate, Headquarters, U.S. Army Corps of Engineers.

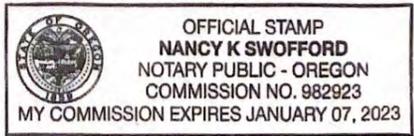


Theodore Lee Nettles  
NOTARY PUBLIC  
My commission expires: 2/24/2020

GRANTEE: State of Oregon, acting by and through the Oregon Department of Environmental Quality

By: David Anderson Date: 4/5/2022  
David Anderson, Cleanup, Emergency Response, and Hydrogeology Programs Manager, Eastern Region

STATE OF OREGON )  
County of Deschutes ) ss.

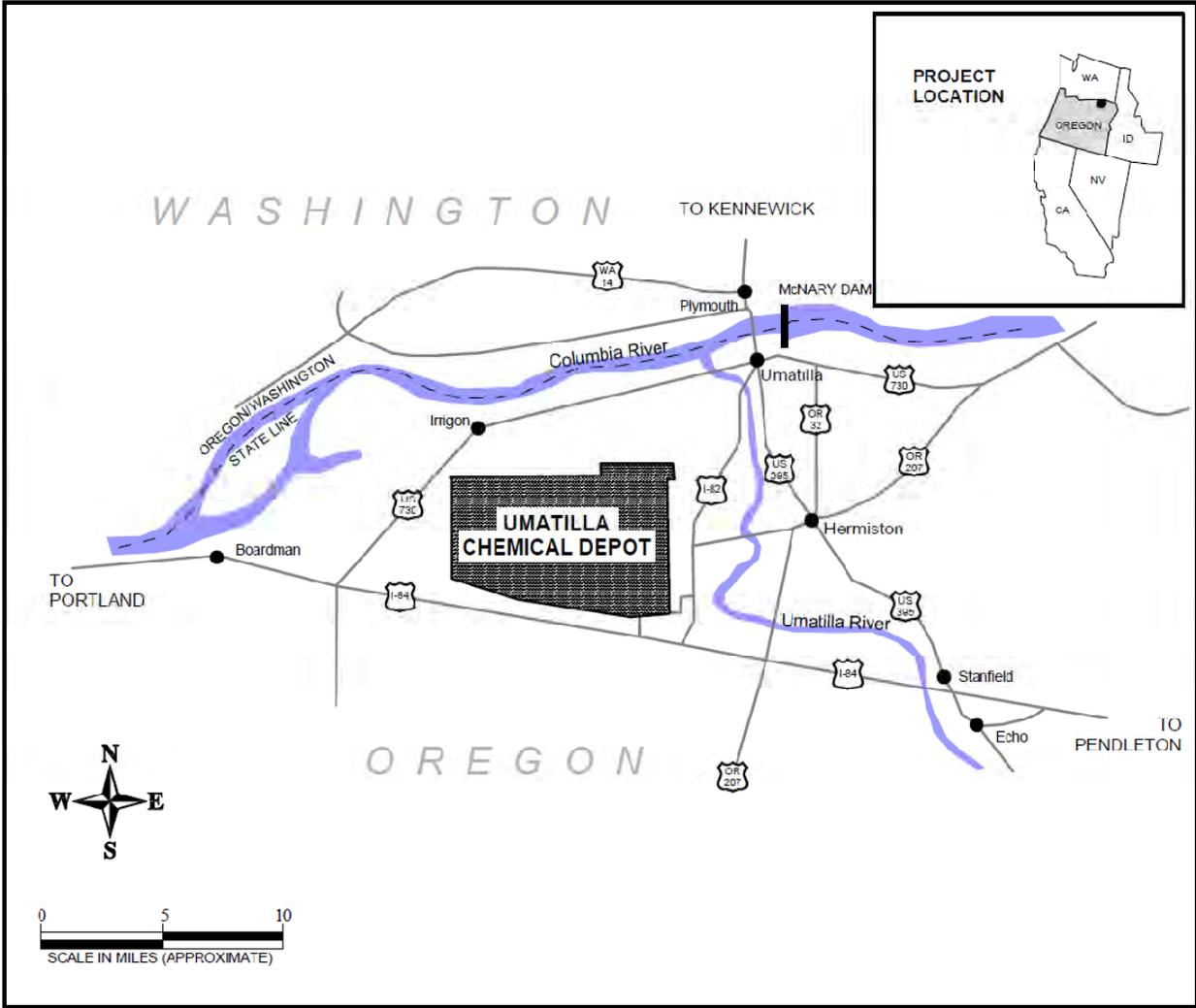


The foregoing instrument is acknowledged before me this 5<sup>th</sup> day of April, 2022, by Nancy K. Swofford [Name] of the Oregon Department of Environmental Quality, on its behalf.

Nancy K. Swofford  
NOTARY PUBLIC FOR OREGON  
My commission expires: Jan. 7, 2023

**EXHIBIT A**

**UMCD Maps Showing Property Subject to this EES**



**UMATILLA CHEMICAL DEPOT, VICINITY MAP.**



**EXHIBIT B**

**Legal Description and Survey  
of  
Closed RCRA Hazardous Waste Management Units**

**Building 115**

**Building 203**

**J-Block Igloos:**

**1735**

**1736**

**1750**

**1751**

**1752**

**1765**

**1766**

**1767**

**1780**

**1781**

**1782**

**1808**

**1809**

**1810**

**UMCDF**

**LEGAL DESCRIPTION**

A building situated on Tract 16 in Section 19, Township 4 North, Range 27 East, Willamette Meridian, Morrow County, Oregon described as follows:

**COMMENCING** at Camp Rees Monument No. 6 as delineated on Camp Rees License Boundary Survey, recorded 27 Aug 2014 in Umatilla County, thence south  $51^{\circ}47'57''$  east, a distance of 6,002.90 feet, more or less, to the southwest corner of said building and the **POINT OF BEGINNING**;

Thence north  $89^{\circ}25'32''$  east, a distance of 60.00 feet;

Thence north  $00^{\circ}34'28''$  west, a distance of 302.00 feet;

Thence south  $89^{\circ}25'32''$  west, a distance of 60.00 feet;

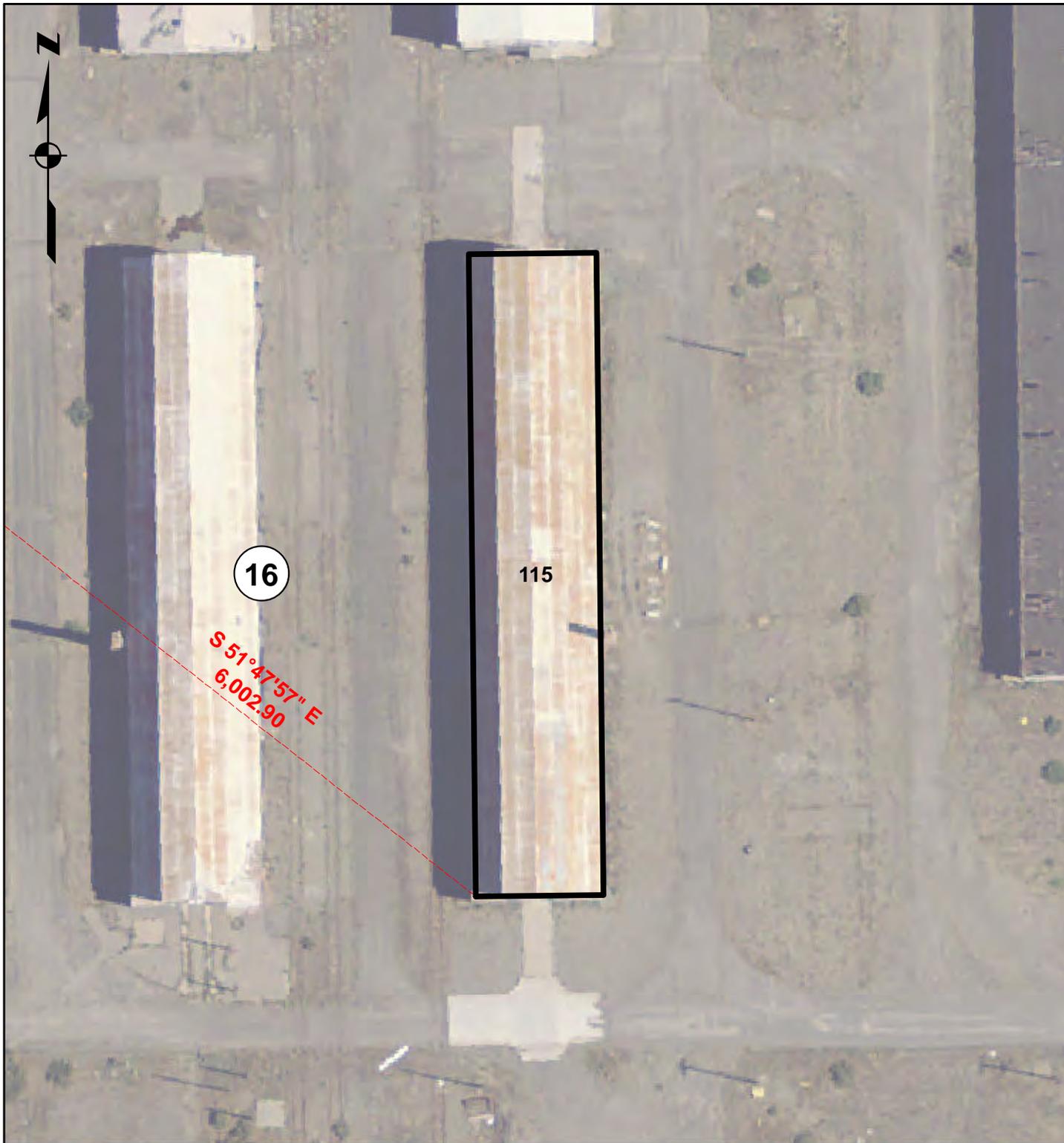
Thence south  $00^{\circ}34'28''$  east, a distance of 302.00 feet to the **POINT OF BEGINNING**.

**Containing 18,120.00 square feet, more or less.**

This Legal Description is not based on an actual survey



# Umatilla Chemical Depot Building No. 115



## Legend

- Buildings
- Building COGO

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**LEGAL DESCRIPTION**

A building situated on Tract 11 in Section 13, Township 4 North, Range 26 East, Willamette Meridian, Morrow County, Oregon described as follows:

**COMMENCING** at Camp Rees Monument No. 6 as delineated on Camp Rees License Boundary Survey, recorded 27 Aug 2014 in Umatilla County, thence south  $72^{\circ}29'32''$  east, a distance of 2,143.26 feet, more or less, to the southwest corner of said building and the **POINT OF BEGINNING**;

Thence north  $89^{\circ}07'15''$  east, a distance of 181.00 feet;

Thence north  $00^{\circ}52'45''$  west, a distance of 482.50 feet;

Thence south  $89^{\circ}07'15''$  west, a distance of 181.00 feet;

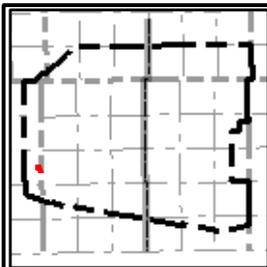
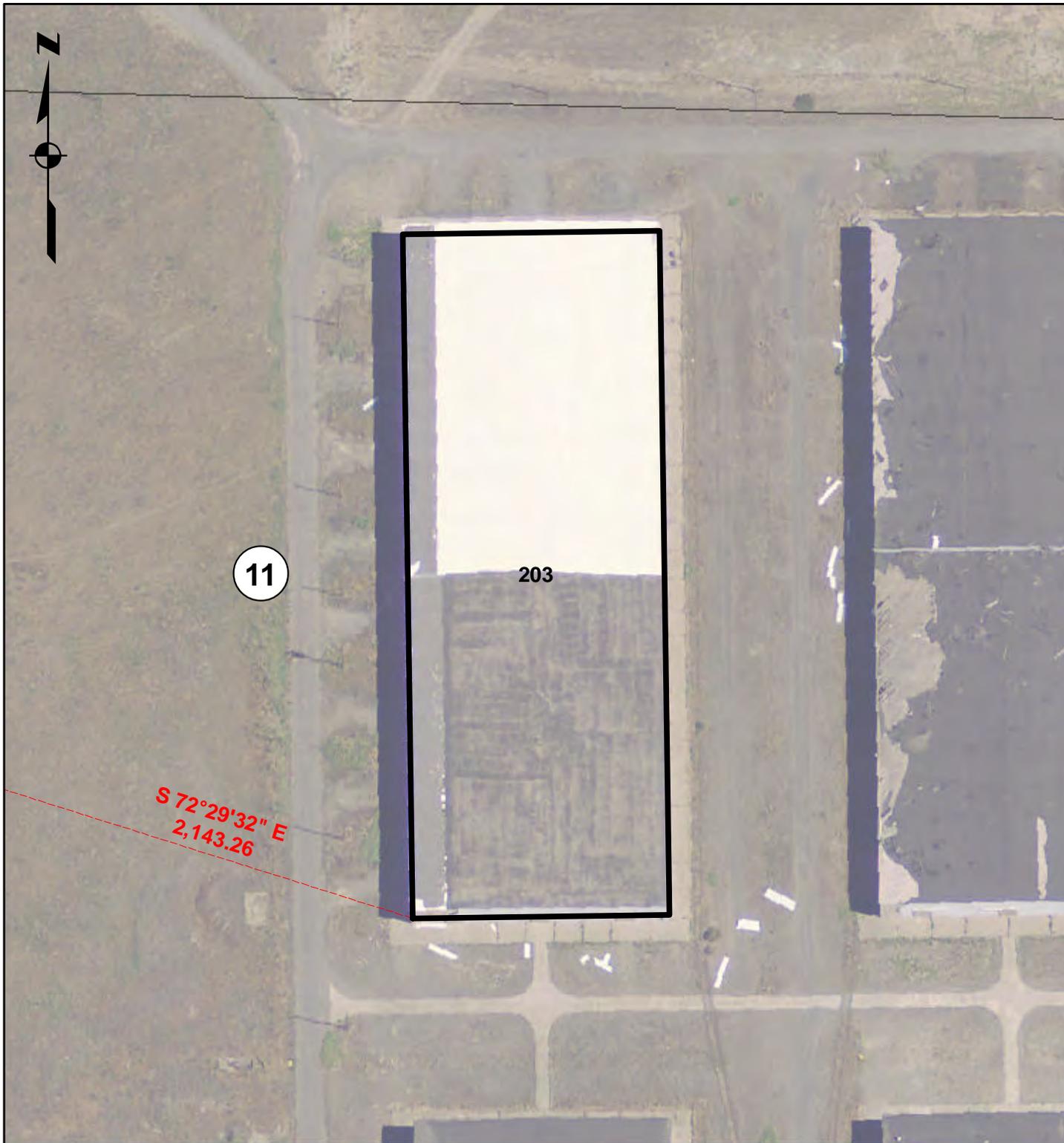
Thence south  $00^{\circ}52'45''$  east, a distance of 482.50 feet to the **POINT OF BEGINNING**.

**Containing 87,332.50 square feet, more or less.**

This Legal Description is not based on an actual survey



# Umatilla Chemical Depot Building No. 203



## Legend

-  Buildings
-  Building COGO

DISCLAIMER - While the United States Army Corps of Engineers, (hereinafter referred to as USACE) has made a reasonable effort to insure the accuracy of the maps and associated data, its should be explicitly noted that USACE makes no warranty, representation or guaranty, either express or implied, as to the content, sequence, accuracy, timeliness or completeness of any of the data provided herein. The USACE, its officers, agents, employees, or servants shall assume no liability of any nature for any errors, omissions, or inaccuracies in the information provided regardless of how caused. The USACE, its officers, agents, employees or servants shall assume no liability for any decisions made or actions taken or not taken by the user of the maps and associated data in reliance upon any information or data furnished here. By using these maps and associated data the user does so entirely at their own risk and explicitly acknowledges that he/she is aware of and agrees to be bound by this disclaimer and agrees not to present any claim or demand of any nature against the USACE, its officers, agents, employees or servants in any form whatsoever for any damages of any nature whatsoever that may result from or may be caused in any way by the use of the maps and associated data.

**Umatilla Chemical Depot**

Igloo Number 1735

“J” Block

Ptn. of Tr. A

0.008 Ac.

**LEGAL DESCRIPTION**

A parcel of land and a building situated on Tract A, in Section 10, Township 4 North, Range 27 East, Willamette Meridian, Umatilla County, Oregon described as follows:

**Parcel:**

**COMMENCING** at Camp Rees Monument No. 24 as delineated on Camp Rees License Boundary Survey, recorded 27 Aug 2014 in Umatilla County, thence south 09°53’23” east, a distance of 3,325.02 feet, more or less, to point “A” and the **POINT OF BEGINNING;**

- Thence north 00° east, a distance of 6.00 feet;
- Thence north 90° west, a distance of 61.50 feet;
- Thence south 00° west, a distance of 6.00 feet;
- Thence north 90° east, a distance of 61.50 feet to the **POINT OF BEGINNING.;**

**Containing 0.008 acres, more or less.**

**Building:**

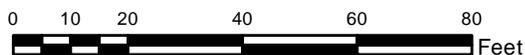
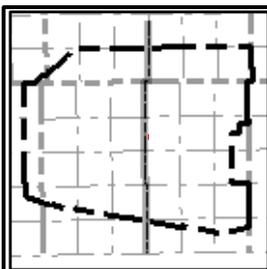
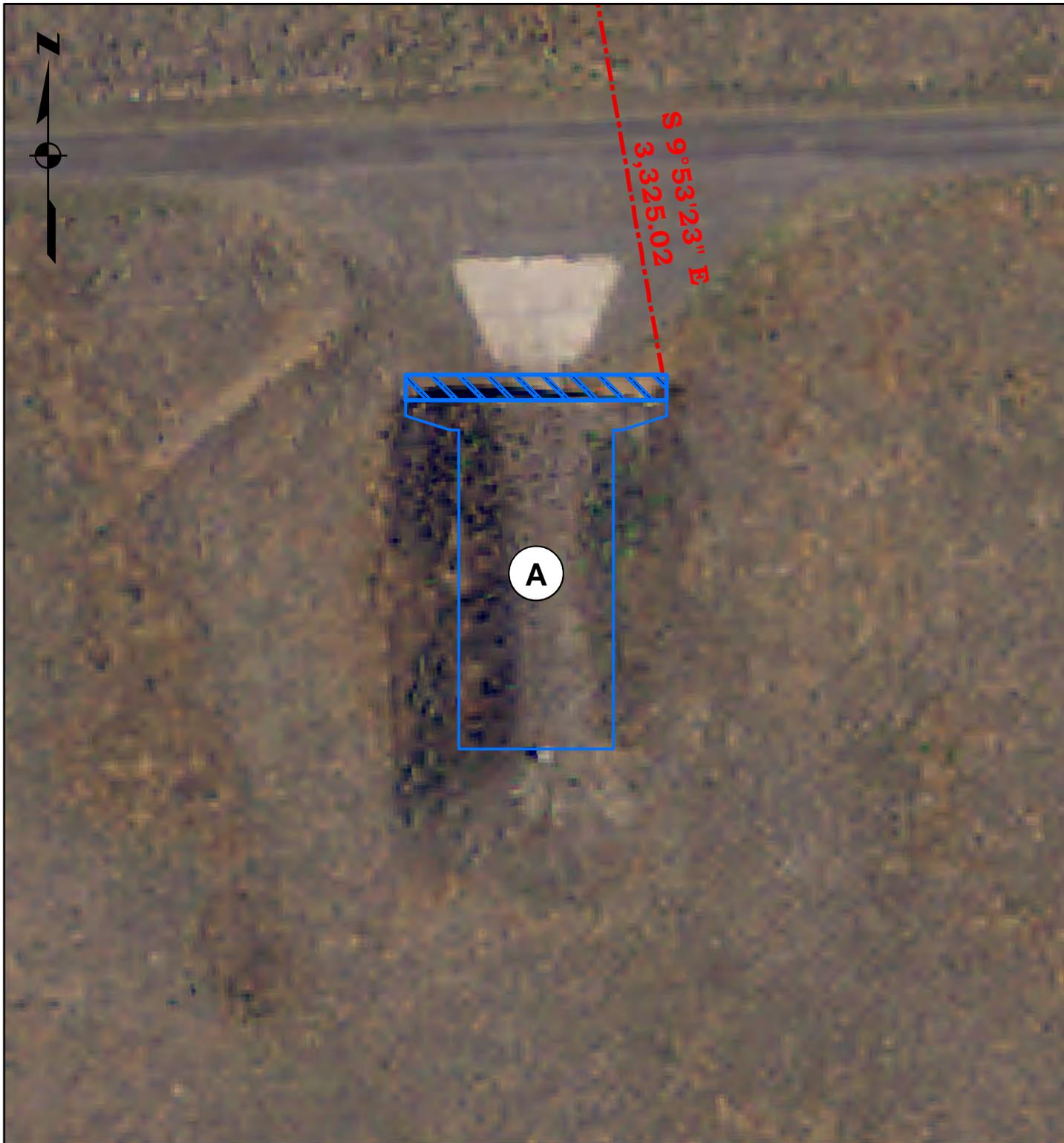
- BEGINNING** at point “A” as mentioned above;
- Thence south 00° west, a distance of 3.75 feet;
- Thence south 72°48’05” west, a distance of 10.991 feet;
- Thence south 90° west, a distance of 2.00 feet;
- Thence south 00° west, a distance of 75.167 feet;
- Thence south 90° west, a distance of 36.50 feet;
- Thence north 00° east, a distance of 75.167 feet;
- Thence south 90° west, a distance of 2.00 feet;
- Thence north 72°48’05” west, a distance of 10.991 feet;
- Thence north 00° east, a distance of 3.75 feet;
- Thence north 90° east, a distance of 61.50 feet to the **POINT OF BEGINNING.**

**Containing 3,139.958 square feet, more or less.**

This Legal Description is not based on an actual survey and the presumption is that the northern most face of the building runs east to west.



# Umatilla Chemical Depot J-Block Igloo No. 1735



## Legend

- Igloos Footprint
- Igloo Front 6ft
- Bunker\_COGO

DISCLAIMER - While the United States Army Corps of Engineers, (hereinafter referred to as USACE) has made a reasonable effort to insure the accuracy of the maps and associated data, it should be explicitly noted that USACE makes no warranty, representation or guaranty, either express or implied, as to the content, sequence, accuracy, timeliness or completeness of any of the data provided herein. The USACE, its officers, agents, employees, or servants shall assume no liability for any errors, omissions, or inaccuracies in the information provided regardless of how caused. The USACE, its officers, agents, employees or servants shall assume no liability for any decisions made or actions taken or not taken by the user of the maps and associated data in reliance upon any information or data furnished here. By using these maps and associated data the user does so entirely at their own risk and explicitly acknowledges that he/she is aware of and agrees to be bound by this disclaimer and agrees not to present any claim or demand of any nature against the USACE, its officers, agents, employees or servants in any form whatsoever for any damages of any nature whatsoever that may result from or may be caused in any way by the use of the maps and associated data.

**Umatilla Chemical Depot**

Igloo Number 1736

“J” Block

Ptn. of Tr. A

0.008 Ac.

**LEGAL DESCRIPTION**

A parcel of land and a building situated on Tract A, in Section 10, Township 4 North, Range 27 East, Willamette Meridian, Umatilla County, Oregon described as follows:

**Parcel:**

**COMMENCING** at Camp Rees Monument No. 24 as delineated on Camp Rees License Boundary Survey, recorded 27 Aug 2014 in Umatilla County, thence south 17°03' east, a distance of 3,418.64 feet, more or less, to point “A” and the **POINT OF BEGINNING**;

Thence north 00° east, a distance of 6.00 feet;

Thence north 90° west, a distance of 61.50 feet;

Thence south 00° west, a distance of 6.00 feet;

Thence north 90° east, a distance of 61.50 feet to the **POINT OF BEGINNING.**;

**Containing 0.008 acres, more or less.**

**Building:**

**BEGINNING** at point “A” as mentioned above;

Thence south 00° west, a distance of 3.75 feet;

Thence south 72°48'05” west, a distance of 10.991 feet;

Thence south 90° west, a distance of 2.00 feet;

Thence south 00° west, a distance of 75.167 feet;

Thence south 90° west, a distance of 36.50 feet;

Thence north 00° east, a distance of 75.167 feet;

Thence south 90° west, a distance of 2.00 feet;

Thence north 72°48'05” west, a distance of 10.991 feet;

Thence north 00° east, a distance of 3.75 feet;

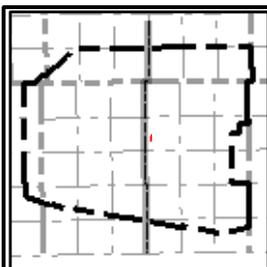
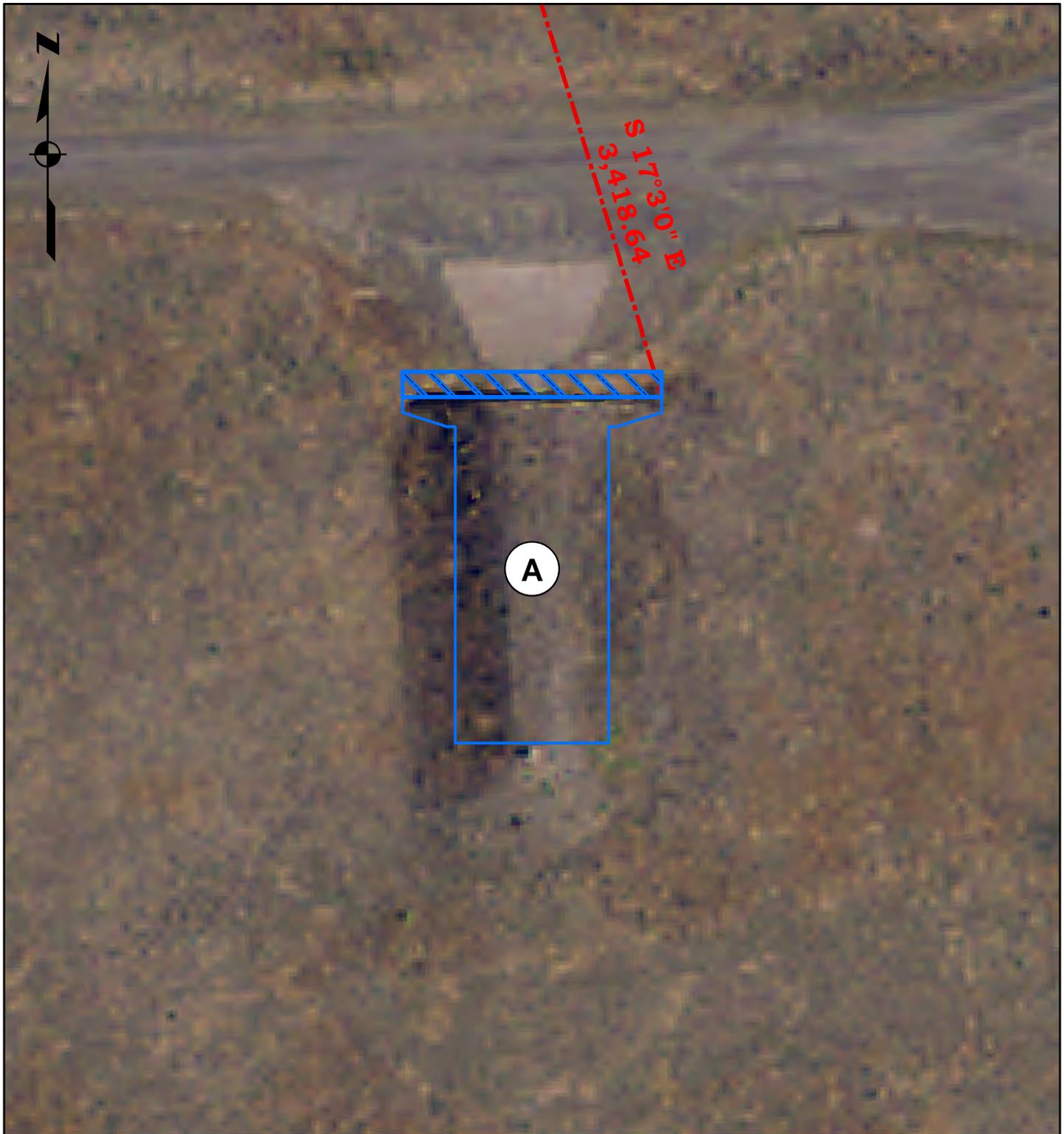
Thence north 90° east, a distance of 61.50 feet to the **POINT OF BEGINNING.**

**Containing 3,139.958 square feet, more or less.**

This Legal Description is not based on an actual survey and the presumption is that the northern most face of the building runs east to west.



# Umatilla Chemical Depot J-Block Igloo No. 1736



## Legend

- Igloos Footprint
- Igloo Front 6ft
- Bunker\_COGO

DISCLAIMER - While the United States Army Corps of Engineers, (hereinafter referred to as USACE) has made a reasonable effort to insure the accuracy of the maps and associated data, it should be explicitly noted that USACE makes no warranty, representation or guaranty, either express or implied, as to the content, sequence, accuracy, timeliness or completeness of any of the data provided herein. The USACE, its officers, agents, employees, or servants shall assume no liability of any nature for any errors, omissions, or inaccuracies in the information provided regardless of how caused. The USACE, its officers, agents, employees or servants shall assume no liability for any decisions made or actions taken or not taken by the user of the maps and associated data in reliance upon any information or data furnished here. By using these maps and associated data the user does so entirely at their own risk and explicitly acknowledges that he/she is aware of and agrees to be bound by this disclaimer and agrees not to present any claim or demand of any nature against the USACE, its officers, agents, employees or servants in any forum whatsoever for any damages of any nature whatsoever that may result from or may be caused in any way by the use of the maps and associated data.

**Umatilla Chemical Depot**

Igloo Number 1750

“J” Block

Ptn. of Tr. A

0.008 Ac.

**LEGAL DESCRIPTION**

A parcel of land and a building situated on Tract A, in Section 10, Township 4 North, Range 27 East, Willamette Meridian, Umatilla County, Oregon described as follows:

**Parcel:**

**COMMENCING** at Camp Rees Monument No. 24 as delineated on Camp Rees License Boundary Survey, recorded 27 Aug 2014 in Umatilla County, thence south 07°03'29" east, a distance of 2,858.47 feet, more or less, to point “A” and the **POINT OF BEGINNING**;

Thence north 00° east, a distance of 6.00 feet;

Thence north 90° west, a distance of 61.50 feet;

Thence south 00° west, a distance of 6.00 feet;

Thence north 90° east, a distance of 61.50 feet to the **POINT OF BEGINNING.**;

**Containing 0.008 acres, more or less.**

**Building:**

**BEGINNING** at point “A” as mentioned above;

Thence south 00° west, a distance of 3.75 feet;

Thence south 72°48'05" west, a distance of 10.991 feet;

Thence south 90° west, a distance of 2.00 feet;

Thence south 00° west, a distance of 75.167 feet;

Thence south 90° west, a distance of 36.50 feet;

Thence north 00° east, a distance of 75.167 feet;

Thence south 90° west, a distance of 2.00 feet;

Thence north 72°48'05" west, a distance of 10.991 feet;

Thence north 00° east, a distance of 3.75 feet;

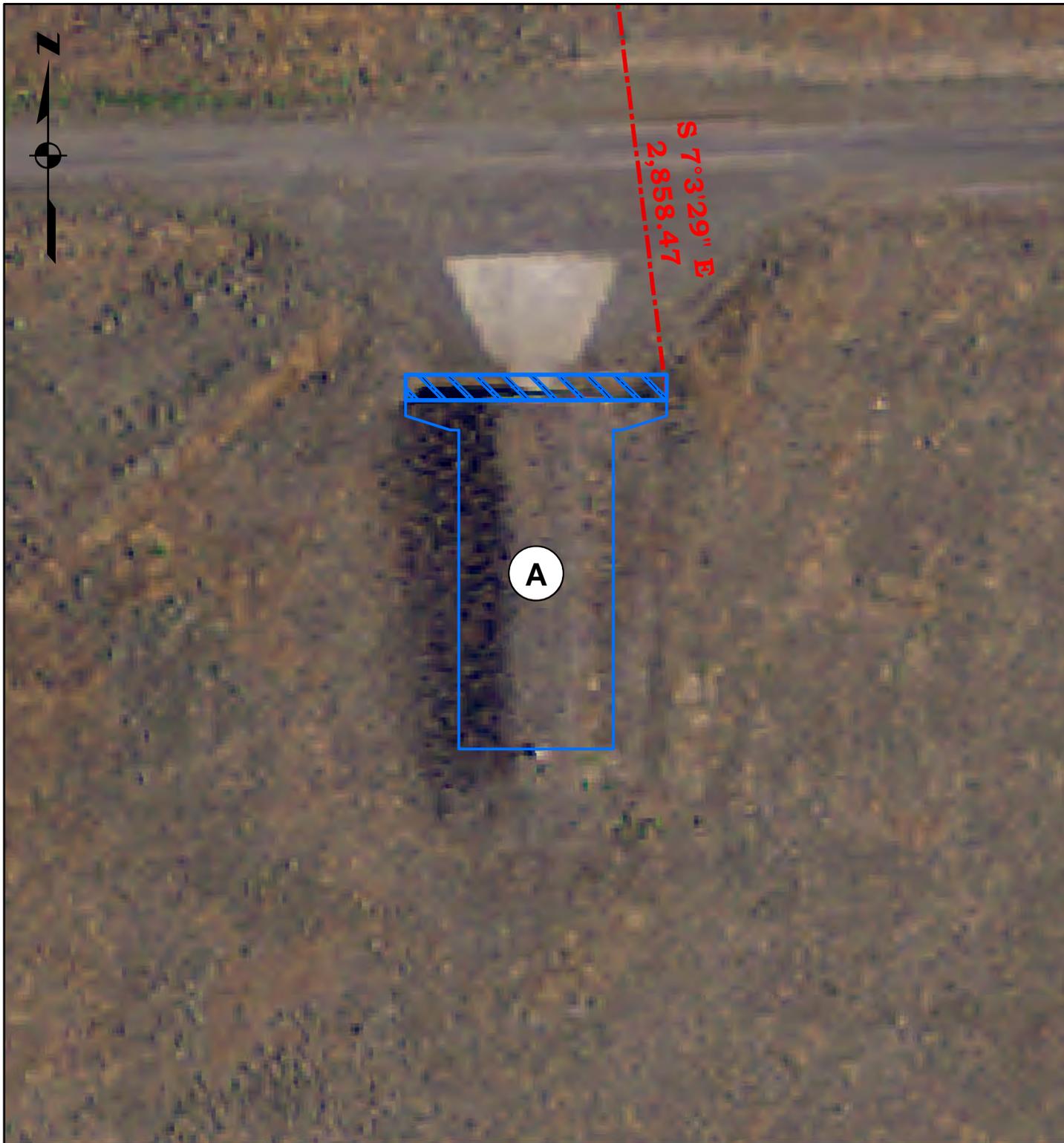
Thence north 90° east, a distance of 61.50 feet to the **POINT OF BEGINNING.**

**Containing 3,139.958 square feet, more or less.**

This Legal Description is not based on an actual survey and the presumption is that the northern most face of the building runs east to west.



# Umatilla Chemical Depot J-Block Igloo No. 1750



## Legend

- Igloos Footprint
- Igloo Front 6ft
- Bunker\_COGO

DISCLAIMER - While the United States Army Corps of Engineers, (hereinafter referred to as USACE) has made a reasonable effort to insure the accuracy of the maps and associated data, it should be explicitly noted that USACE makes no warranty, representation or guaranty, either express or implied, as to the content, sequence, accuracy, timeliness or completeness of any of the data provided herein. The USACE, its officers, agents, employees, or servants shall assume no liability of any nature for any errors, omissions, or inaccuracies in the information provided regardless of how caused. The USACE, its officers, agents, employees or servants shall assume no liability for any decisions made or actions taken or not taken by the user of the maps and associated data in reliance upon any information or data furnished here. By using these maps and associated data the user does so entirely at their own risk and explicitly acknowledges that he/she is aware of and agrees to be bound by this disclaimer and agrees not to present any claim or demand of any nature against the USACE, its officers, agents, employees or servants in any forum whatsoever for any damages of any nature whatsoever that may result from or may be caused in any way by the use of the maps and associated data.

**Umatilla Chemical Depot**

Igloo Number 1751  
"J" Block

Ptn. of Tr. A  
0.008 Ac.

**LEGAL DESCRIPTION**

A parcel of land and a building situated on Tract A, in Section 10, Township 4 North, Range 27 East, Willamette Meridian, Umatilla County, Oregon described as follows:

**Parcel:**

**COMMENCING** at Camp Rees Monument No. 24 as delineated on Camp Rees License Boundary Survey, recorded 27 Aug 2014 in Umatilla County, thence south 15°25'36" east, a distance of 2,935.56 feet, more or less, to point "A" and the **POINT OF BEGINNING**;

Thence north 00° east, a distance of 6.00 feet;  
Thence north 90° west, a distance of 61.50 feet;  
Thence south 00° west, a distance of 6.00 feet;  
Thence north 90° east, a distance of 61.50 feet to the **POINT OF BEGINNING.**;

**Containing 0.008 acres, more or less.**

**Building:**

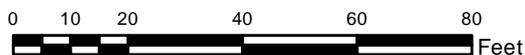
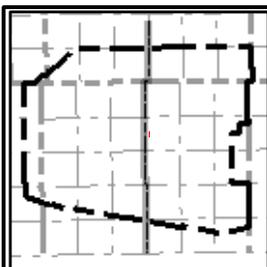
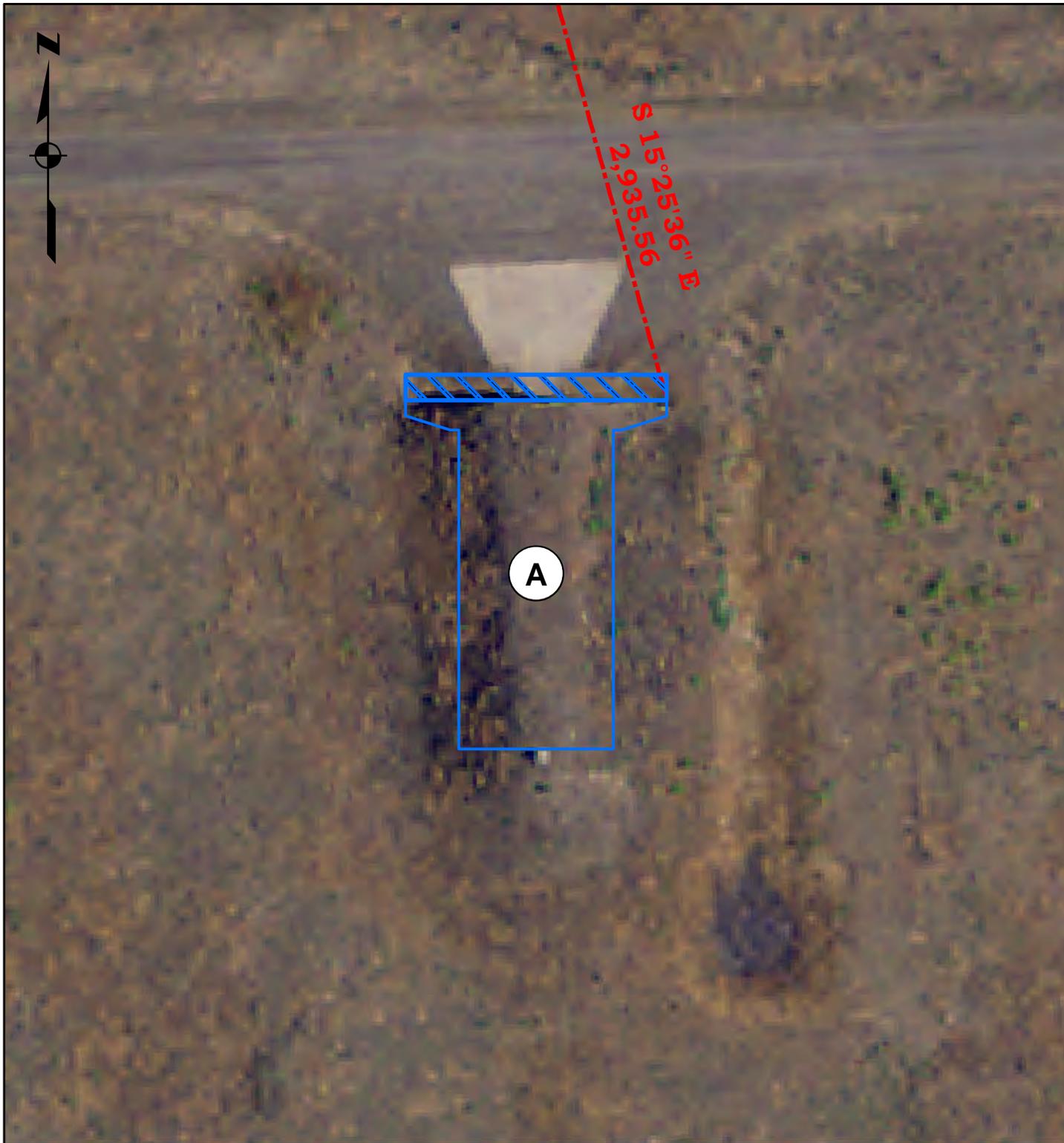
**BEGINNING** at point "A" as mentioned above;  
Thence south 00° west, a distance of 3.75 feet;  
Thence south 72°48'05" west, a distance of 10.991 feet;  
Thence south 90° west, a distance of 2.00 feet;  
Thence south 00° west, a distance of 75.167 feet;  
Thence south 90° west, a distance of 36.50 feet;  
Thence north 00° east, a distance of 75.167 feet;  
Thence south 90° west, a distance of 2.00 feet;  
Thence north 72°48'05" west, a distance of 10.991 feet;  
Thence north 00° east, a distance of 3.75 feet;  
Thence north 90° east, a distance of 61.50 feet to the **POINT OF BEGINNING.**

**Containing 3,139.958 square feet, more or less.**

This Legal Description is not based on an actual survey and the presumption is that the northern most face of the building runs east to west.



# Umatilla Chemical Depot J-Block Igloo No. 1751



## Legend

- Igloos Footprint
- Igloo Front 6ft
- Bunker\_COGO

DISCLAIMER - While the United States Army Corps of Engineers, (hereinafter referred to as USACE) has made a reasonable effort to insure the accuracy of the maps and associated data, it should be explicitly noted that USACE makes no warranty, representation or guaranty, either express or implied, as to the content, sequence, accuracy, timeliness or completeness of any of the data provided herein. The USACE, its officers, agents, employees, or servants shall assume no liability of any nature for any errors, omissions, or inaccuracies in the information provided regardless of how caused. The USACE, its officers, agents, employees or servants shall assume no liability for any decisions made or actions taken or not taken by the user of the maps and associated data in reliance upon any information or data furnished here. By using these maps and associated data the user does so entirely at their own risk and explicitly acknowledges that he/she is aware of and agrees to be bound by this disclaimer and agrees not to present any claim or demand of any nature against the USACE, its officers, agents, employees or servants in any forum whatsoever for any damages of any nature whatsoever that may result from or may be caused in any way by the use of the maps and associated data.

**Umatilla Chemical Depot**

Igloo Number 1752

“J” Block

Ptn. of Tr. A

0.008 Ac.

**LEGAL DESCRIPTION**

A parcel of land and a building situated on Tract A, in Section 10, Township 4 North, Range 27 East, Willamette Meridian, Umatilla County, Oregon described as follows:

**Parcel:**

**COMMENCING** at Camp Rees Monument No. 24 as delineated on Camp Rees License Boundary Survey, recorded 27 Aug 2014 in Umatilla County, thence south 23°11'25" east, a distance of 3,072.97 feet, more or less, to point “A” and the **POINT OF BEGINNING**;

Thence north 00° east, a distance of 6.00 feet;

Thence north 90° west, a distance of 61.50 feet;

Thence south 00° west, a distance of 6.00 feet;

Thence north 90° east, a distance of 61.50 feet to the **POINT OF BEGINNING.**;

**Containing 0.008 acres, more or less.**

**Building:**

**BEGINNING** at point “A” as mentioned above;

Thence south 00° west, a distance of 3.75 feet;

Thence south 72°48'05" west, a distance of 10.991 feet;

Thence south 90° west, a distance of 2.00 feet;

Thence south 00° west, a distance of 75.167 feet;

Thence south 90° west, a distance of 36.50 feet;

Thence north 00° east, a distance of 75.167 feet;

Thence south 90° west, a distance of 2.00 feet;

Thence north 72°48'05" west, a distance of 10.991 feet;

Thence north 00° east, a distance of 3.75 feet;

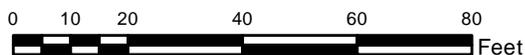
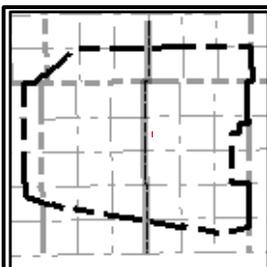
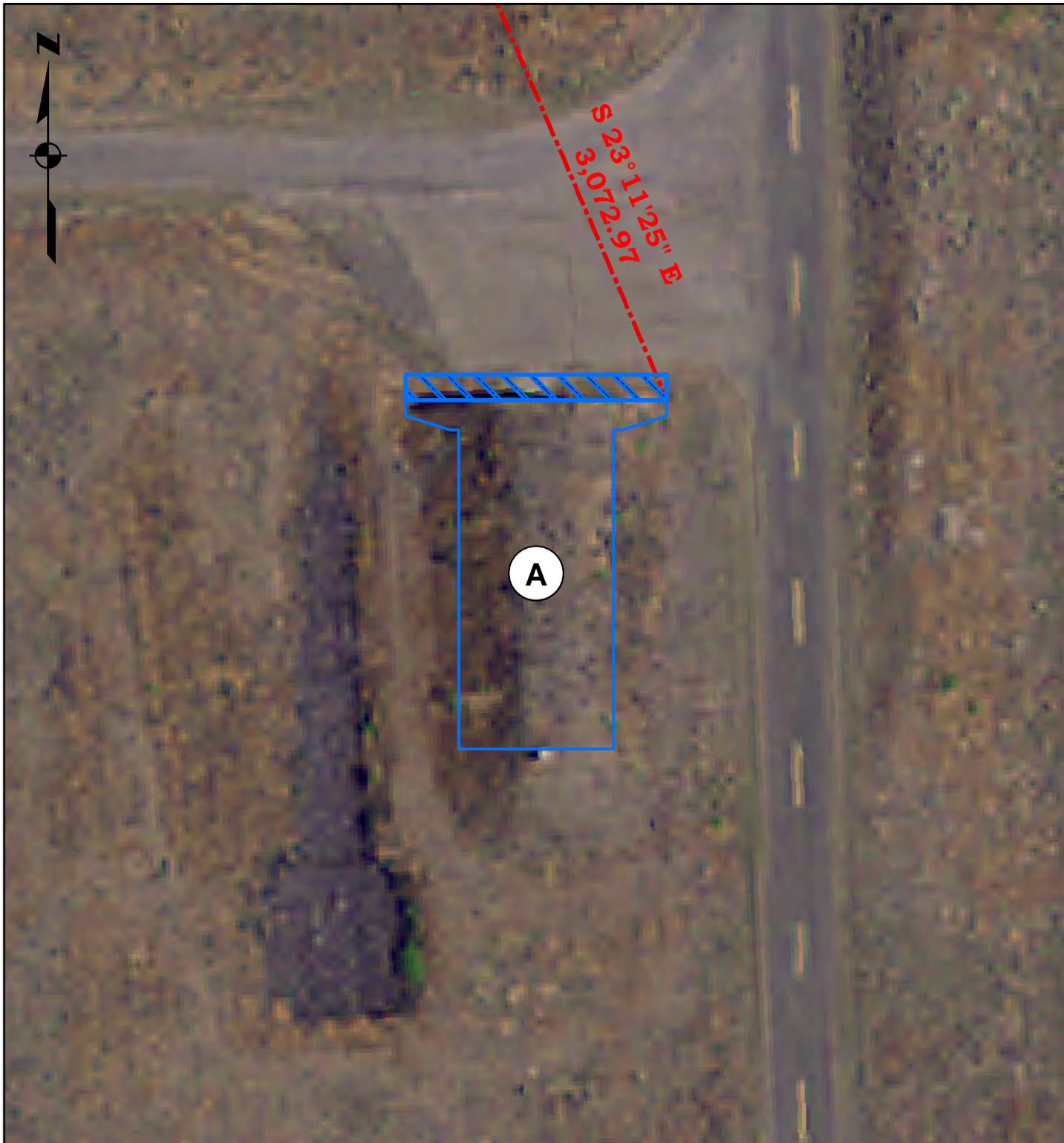
Thence north 90° east, a distance of 61.50 feet to the **POINT OF BEGINNING.**

**Containing 3,139.958 square feet, more or less.**

This Legal Description is not based on an actual survey and the presumption is that the northern most face of the building runs east to west.



# Umatilla Chemical Depot J-Block Igloo No. 1752



## Legend

- Igloos Footprint
- Igloo Front 6ft
- Bunker\_COGO

DISCLAIMER - While the United States Army Corps of Engineers, (hereinafter referred to as USACE) has made a reasonable effort to insure the accuracy of the maps and associated data, its should be explicitly noted that USACE makes no warranty, representation or guaranty, either express or implied, as to the content, sequence, accuracy, timeliness or completeness of any of the data provided herein. The USACE, its officers, agents, employees, or servants shall assume no liability of any nature for any errors, omissions, or inaccuracies in the information provided regardless of how caused. The USACE, its officers, agents, employees or servants shall assume no liability for any decisions made or actions taken or not taken by the user of the maps and associated data in reliance upon any information or data furnished here. By using these maps and associated data the user does so entirely at their own risk and explicitly acknowledges that he/she is aware of and agrees to be bound by this disclaimer and agrees not to present any claim or demand of any nature against the USACE, its officers, agents, employees or servants in any form whatsoever for any damages of any nature whatsoever that may result from or may be caused in any way by the use of the maps and associated data.

**Umatilla Chemical Depot**

Igloo Number 1765

“J” Block

Ptn. of Tr. A

0.008 Ac.

**LEGAL DESCRIPTION**

A parcel of land and a building situated on Tract A, in Section 10, Township 4 North, Range 27 East, Willamette Meridian, Umatilla County, Oregon described as follows:

**Parcel:**

**COMMENCING** at Camp Rees Monument No. 24 as delineated on Camp Rees License Boundary Survey, recorded 27 Aug 2014 in Umatilla County, thence south 03°05’41” east, a distance of 2,402.45 feet, more or less, to point “A” and the **POINT OF BEGINNING;**

- Thence north 00° east, a distance of 6.00 feet;
- Thence north 90° west, a distance of 61.50 feet;
- Thence south 00° west, a distance of 6.00 feet;
- Thence north 90° east, a distance of 61.50 feet to the **POINT OF BEGINNING.;**

**Containing 0.008 acres, more or less.**

**Building:**

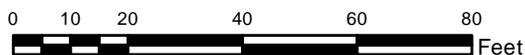
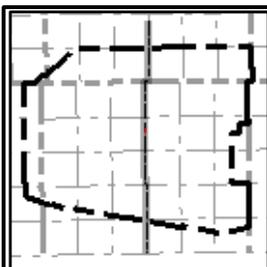
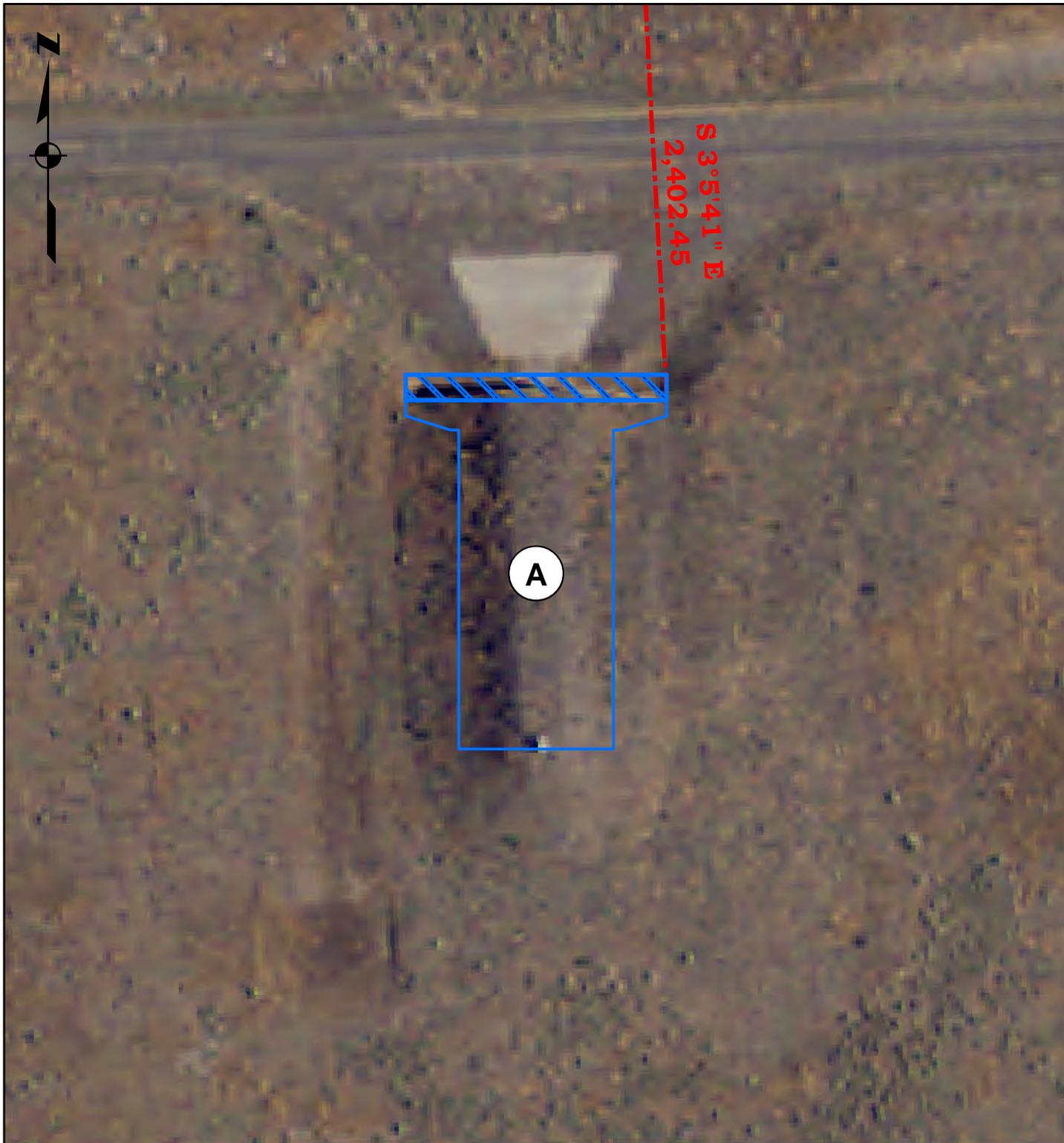
- BEGINNING** at point “A” as mentioned above;
- Thence south 00° west, a distance of 3.75 feet;
- Thence south 72°48’05” west, a distance of 10.991 feet;
- Thence south 90° west, a distance of 2.00 feet;
- Thence south 00° west, a distance of 75.167 feet;
- Thence south 90° west, a distance of 36.50 feet;
- Thence north 00° east, a distance of 75.167 feet;
- Thence south 90° west, a distance of 2.00 feet;
- Thence north 72°48’05” west, a distance of 10.991 feet;
- Thence north 00° east, a distance of 3.75 feet;
- Thence north 90° east, a distance of 61.50 feet to the **POINT OF BEGINNING.**

**Containing 3,139.958 square feet, more or less.**

This Legal Description is not based on an actual survey and the presumption is that the northern most face of the building runs east to west.



# Umatilla Chemical Depot J-Block Igloo No. 1765



## Legend

- Igloos Footprint
- Igloo Front 6ft
- Bunker\_COGO

DISCLAIMER - While the United States Army Corps of Engineers, (hereinafter referred to as USACE) has made a reasonable effort to insure the accuracy of the maps and associated data, it should be explicitly noted that USACE makes no warranty, representation or guaranty, either express or implied, as to the content, sequence, accuracy, timeliness or completeness of any of the data provided herein. The USACE, its officers, agents, employees, or servants shall assume no liability of any nature for any errors, omissions, or inaccuracies in the information provided regardless of how caused. The USACE, its officers, agents, employees or servants shall assume no liability for any decisions made or actions taken or not taken by the user of the maps and associated data in reliance upon any information or data furnished here. By using these maps and associated data the user does so entirely at their own risk and explicitly acknowledges that he/she is aware of and agrees to be bound by this disclaimer and agrees not to present any claim or demand of any nature against the USACE, its officers, agents, employees or servants in any forum whatsoever for any damages of any nature whatsoever that may result from or may be caused in any way by the use of the maps and associated data.

**Umatilla Chemical Depot**

Igloo Number 1766

“J” Block

Ptn. of Tr. A

0.008 Ac.

**LEGAL DESCRIPTION**

A parcel of land and a building situated on Tract A, in Section 10, Township 4 North, Range 27 East, Willamette Meridian, Umatilla County, Oregon described as follows:

**Parcel:**

**COMMENCING** at Camp Rees Monument No. 24 as delineated on Camp Rees License Boundary Survey, recorded 27 Aug 2014 in Umatilla County, thence south 13°09’53” east, a distance of 2,458.47 feet, more or less, to point “A” and the **POINT OF BEGINNING**;

Thence north 00° east, a distance of 6.00 feet;

Thence north 90° west, a distance of 61.50 feet;

Thence south 00° west, a distance of 6.00 feet;

Thence north 90° east, a distance of 61.50 feet to the **POINT OF BEGINNING.**;

**Containing 0.008 acres, more or less.**

**Building:**

**BEGINNING** at point “A” as mentioned above;

Thence south 00° west, a distance of 3.75 feet;

Thence south 72°48’05” west, a distance of 10.991 feet;

Thence south 90° west, a distance of 2.00 feet;

Thence south 00° west, a distance of 75.167 feet;

Thence south 90° west, a distance of 36.50 feet;

Thence north 00° east, a distance of 75.167 feet;

Thence south 90° west, a distance of 2.00 feet;

Thence north 72°48’05” west, a distance of 10.991 feet;

Thence north 00° east, a distance of 3.75 feet;

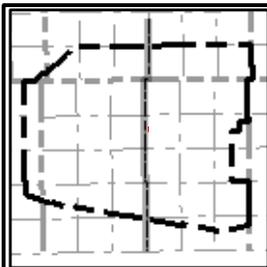
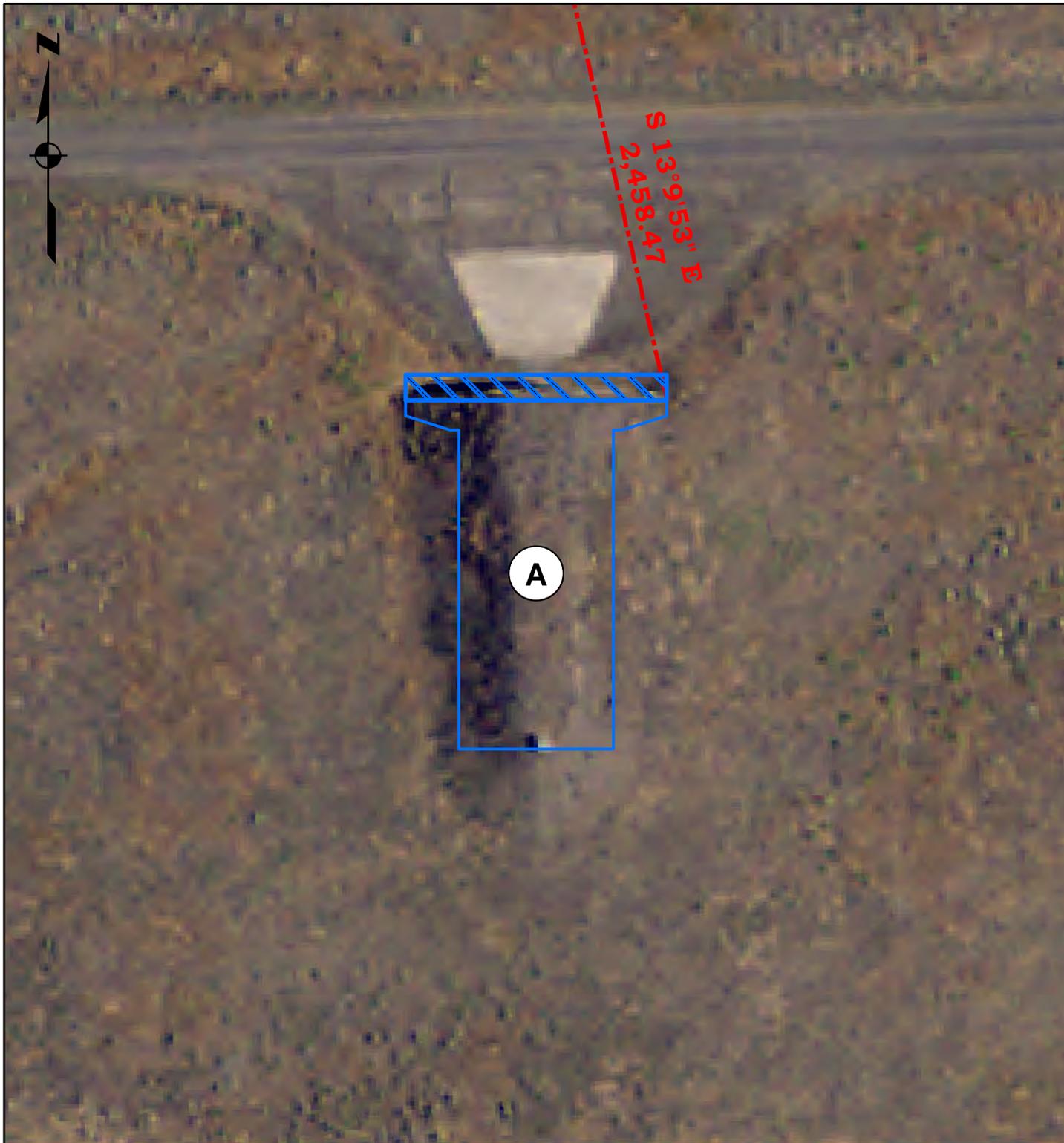
Thence north 90° east, a distance of 61.50 feet to the **POINT OF BEGINNING.**

**Containing 3,139.958 square feet, more or less.**

This Legal Description is not based on an actual survey and the presumption is that the northern most face of the building runs east to west.



# Umatilla Chemical Depot J-Block Igloo No. 1766



## Legend

- Igloos Footprint
- Igloo Front 6ft
- Bunker\_COGO

DISCLAIMER - While the United States Army Corps of Engineers, (hereinafter referred to as USACE) has made a reasonable effort to insure the accuracy of the maps and associated data, its should be explicitly noted that USACE makes no warranty, representation or guaranty, either express or implied, as to the content, sequence, accuracy, timeliness or completeness of any of the data provided herein. The USACE, its officers, agents, employees, or servants shall assume no liability of any nature for any errors, omissions, or inaccuracies in the information provided regardless of how caused. The USACE, its officers, agents, employees or servants shall assume no liability for any decisions made or actions taken or not taken by the user of the maps and associated data in reliance upon any information or data furnished here. By using these maps and associated data the user does so entirely at their own risk and explicitly acknowledges that he/she is aware of and agrees to be bound by this disclaimer and agrees not to present any claim or demand of any nature against the USACE, its officers, agents, employees or servants in any forum whatsoever for any damages of any nature whatsoever that may result from or may be caused in any way by the use of the maps and associated data.

**Umatilla Chemical Depot**

Igloo Number 1767

“J” Block

Ptn. of Tr. A

0.008 Ac.

**LEGAL DESCRIPTION**

A parcel of land and a building situated on Tract A, in Section 10, Township 4 North, Range 27 East, Willamette Meridian, Umatilla County, Oregon described as follows:

**Parcel:**

**COMMENCING** at Camp Rees Monument No. 24 as delineated on Camp Rees License Boundary Survey, recorded 27 Aug 2014 in Umatilla County, thence south 22°30'54" east, a distance of 2,584.88 feet, more or less, to point “A” and the **POINT OF BEGINNING**;

Thence north 00° east, a distance of 6.00 feet;

Thence north 90° west, a distance of 61.50 feet;

Thence south 00° west, a distance of 6.00 feet;

Thence north 90° east, a distance of 61.50 feet to the **POINT OF BEGINNING**;

**Containing 0.008 acres, more or less.**

**Building:**

**BEGINNING** at point “A” as mentioned above;

Thence south 00° west, a distance of 3.75 feet;

Thence south 72°48'05" west, a distance of 10.991 feet;

Thence south 90° west, a distance of 2.00 feet;

Thence south 00° west, a distance of 75.167 feet;

Thence south 90° west, a distance of 36.50 feet;

Thence north 00° east, a distance of 75.167 feet;

Thence south 90° west, a distance of 2.00 feet;

Thence north 72°48'05" west, a distance of 10.991 feet;

Thence north 00° east, a distance of 3.75 feet;

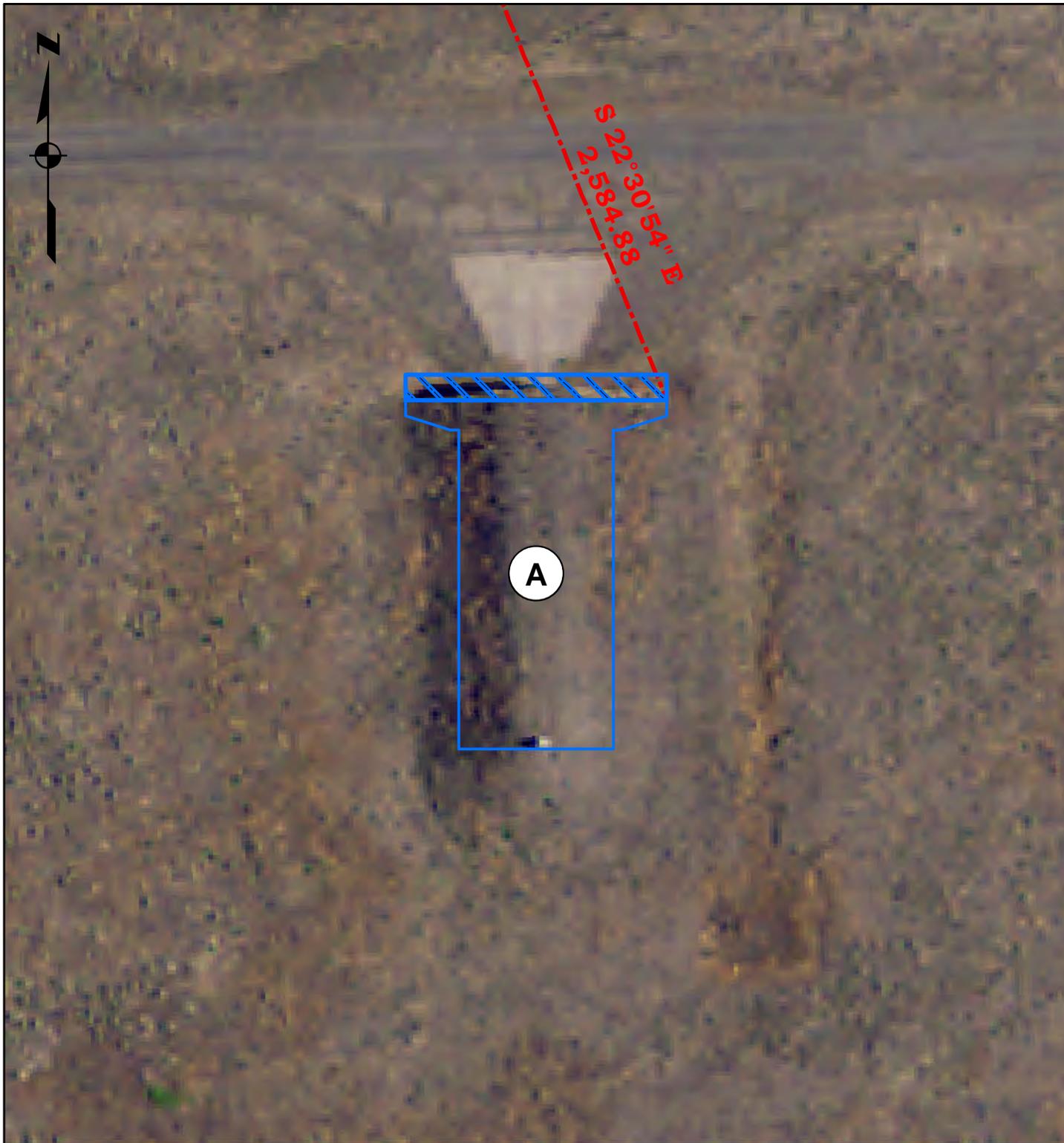
Thence north 90° east, a distance of 61.50 feet to the **POINT OF BEGINNING**.

**Containing 3,139.958 square feet, more or less.**

This Legal Description is not based on an actual survey and the presumption is that the northern most face of the building runs east to west.



# Umatilla Chemical Depot J-Block Igloo No. 1767



## Legend

- Igloos Footprint
- Igloo Front 6ft
- Bunker\_COGO

DISCLAIMER - While the United States Army Corps of Engineers, (hereinafter referred to as USACE) has made a reasonable effort to insure the accuracy of the maps and associated data, it should be explicitly noted that USACE makes no warranty, representation or guaranty, either express or implied, as to the content, sequence, accuracy, timeliness or completeness of any of the data provided herein. The USACE, its officers, agents, employees, or servants shall assume no liability for any errors, omissions, or inaccuracies in the information provided regardless of how caused. The USACE, its officers, agents, employees or servants shall assume no liability for any decisions made or actions taken or not taken by the user of the maps and associated data in reliance upon any information or data furnished here. By using these maps and associated data the user does so entirely at their own risk and explicitly acknowledges that he/she is aware of and agrees to be bound by this disclaimer and agrees not to present any claim or demand of any nature against the USACE, its officers, agents, employees or servants in any forum whatsoever for any damages of any nature whatsoever that may result from or may be caused in any way by the use of the maps and associated data.

**Umatilla Chemical Depot**

Igloo Number 1780

“J” Block

Ptn. of Tr. A

0.008 Ac.

**LEGAL DESCRIPTION**

A parcel of land and a building situated on Tract A, in Section 10, Township 4 North, Range 27 East, Willamette Meridian, Umatilla County, Oregon described as follows:

**Parcel:**

**COMMENCING** at Camp Rees Monument No. 24 as delineated on Camp Rees License Boundary Survey, recorded 27 Aug 2014 in Umatilla County, thence south 09°50'48" east, a distance of 1,984.42 feet, more or less, to point “A” and the **POINT F BEGINNING**;

Thence north 00° east, a distance of 6.00 feet;

Thence north 90° west, a distance of 61.50 feet;

Thence south 00° west, a distance of 6.00 feet;

Thence north 90° east, a distance of 61.50 feet to the **POINT OF BEGINNING.**;

**Containing 0.008 acres, more or less.**

**Building:**

**BEGINNING** at point “A” as mentioned above;

Thence south 00° west, a distance of 3.75 feet;

Thence south 72°48'05" west, a distance of 10.991 feet;

Thence south 90° west, a distance of 2.00 feet;

Thence south 00° west, a distance of 75.167 feet;

Thence south 90° west, a distance of 36.50 feet;

Thence north 00° east, a distance of 75.167 feet;

Thence south 90° west, a distance of 2.00 feet;

Thence north 72°48'05" west, a distance of 10.991 feet;

Thence north 00° east, a distance of 3.75 feet;

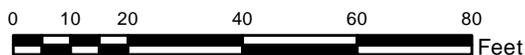
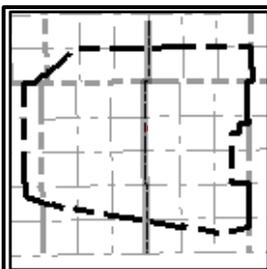
Thence north 90° east, a distance of 61.50 feet to the **POINT OF BEGINNING.**

**Containing 3,139.958 square feet, more or less.**

This Legal Description is not based on an actual survey and the presumption is that the northern most face of the building runs east to west.



# Umatilla Chemical Depot J-Block Igloo No. 1780



## Legend

- Igloos Footprint
- Igloo Front 6ft
- Bunker\_COGO

DISCLAIMER - While the United States Army Corps of Engineers, (hereinafter referred to as USACE) has made a reasonable effort to insure the accuracy of the maps and associated data, its should be explicitly noted that USACE makes no warranty, representation or guaranty, either express or implied, as to the content, sequence, accuracy, timeliness or completeness of any of the data provided herein. The USACE, its officers, agents, employees, or servants shall assume no liability of any nature for any errors, omissions, or inaccuracies in the information provided regardless of how caused. The USACE, its officers, agents, employees or servants shall assume no liability for any decisions made or actions taken or not taken by the user of the maps and associated data in reliance upon any information or data furnished here. By using these maps and associated data the user does so entirely at their own risk and explicitly acknowledges that he/she is aware of and agrees to be bound by this disclaimer and agrees not to present any claim or demand of any nature against the USACE, its officers, agents, employees or servants in any forum whatsoever for any damages of any nature whatsoever that may result from or may be caused in any way by the use of the maps and associated data.

**Umatilla Chemical Depot**

Igloo Number 1781

“J” Block

Ptn. of Tr. A

0.008 Ac.

**LEGAL DESCRIPTION**

A parcel of land and a building situated on Tract A, in Section 10, Township 4 North, Range 27 East, Willamette Meridian, Umatilla County, Oregon described as follows:

**Parcel:**

**COMMENCING** at Camp Rees Monument No. 24 as delineated on Camp Rees License Boundary Survey, recorded 27 Aug 2014 in Umatilla County, thence south 21°31'32" east, a distance of 2,095.23 feet, more or less, to point “A” and the **POINT OF BEGINNING**;

Thence north 00° east, a distance of 6.00 feet;

Thence north 90° west, a distance of 61.50 feet;

Thence south 00° west, a distance of 6.00 feet;

Thence north 90° east, a distance of 61.50 feet to the **POINT OF BEGINNING**;

**Containing 0.008 acres, more or less.**

**Building:**

**BEGINNING** at point “A” as mentioned above;

Thence south 00° west, a distance of 3.75 feet;

Thence south 72°48'05" west, a distance of 10.991 feet;

Thence south 90° west, a distance of 2.00 feet;

Thence south 00° west, a distance of 75.167 feet;

Thence south 90° west, a distance of 36.50 feet;

Thence north 00° east, a distance of 75.167 feet;

Thence south 90° west, a distance of 2.00 feet;

Thence north 72°48'05" west, a distance of 10.991 feet;

Thence north 00° east, a distance of 3.75 feet;

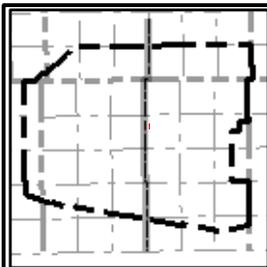
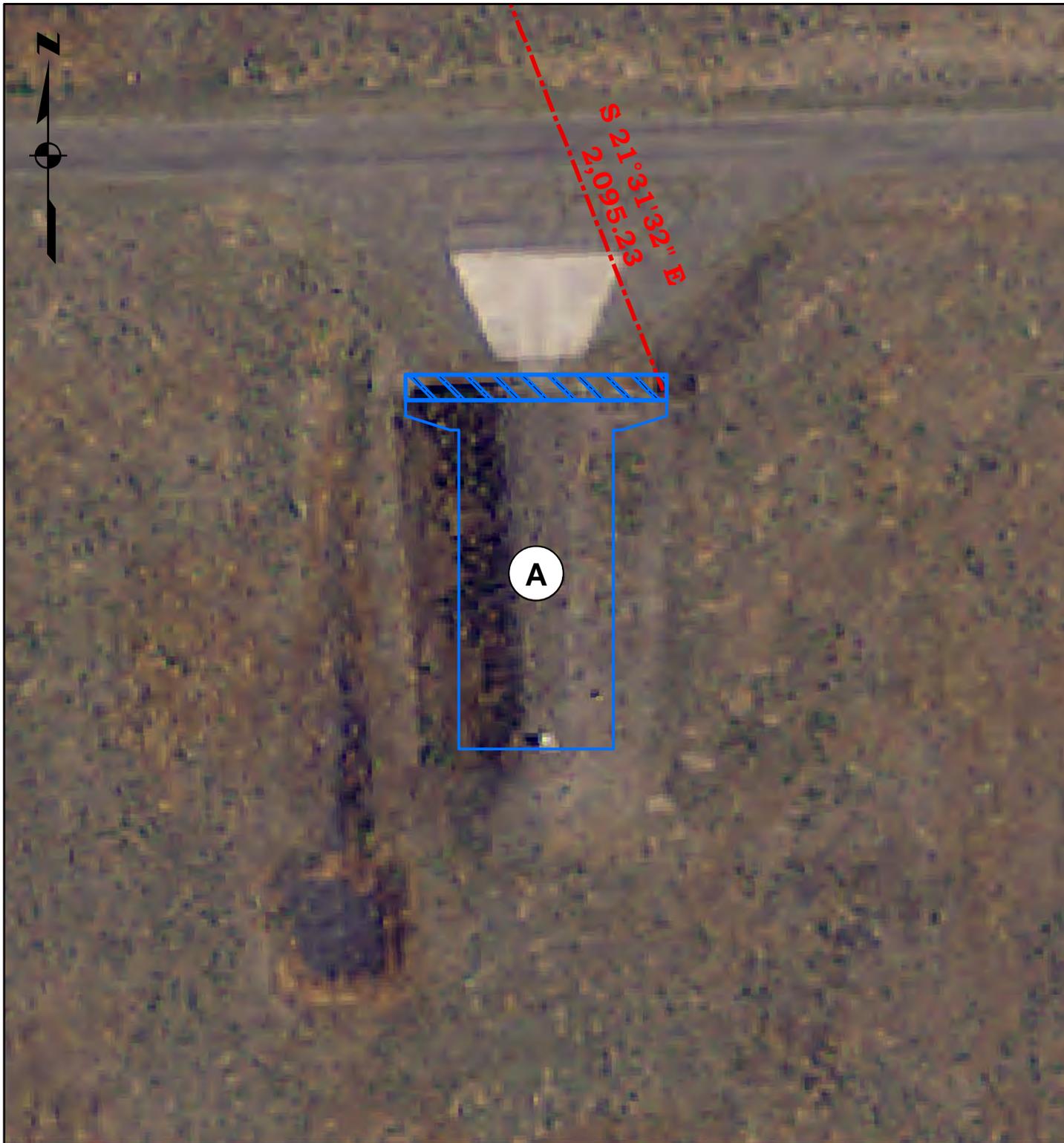
Thence north 90° east, a distance of 61.50 feet to the **POINT OF BEGINNING**.

**Containing 3,139.958 square feet, more or less.**

This Legal Description is not based on an actual survey and the presumption is that the northern most face of the building runs east to west.



# Umatilla Chemical Depot J-Block Igloo No. 1781



### Legend

- Igloos Footprint
- Igloo Front 6ft
- Bunker\_COGO

DISCLAIMER - While the United States Army Corps of Engineers, (hereinafter referred to as USACE) has made a reasonable effort to insure the accuracy of the maps and associated data, it should be explicitly noted that USACE makes no warranty, representation or guaranty, either express or implied, as to the content, sequence, accuracy, timeliness or completeness of any of the data provided herein. The USACE, its officers, agents, employees, or servants shall assume no liability of any nature for any errors, omissions, or inaccuracies in the information provided regardless of how caused. The USACE, its officers, agents, employees or servants shall assume no liability for any decisions made or actions taken or not taken by the user of the maps and associated data in reliance upon any information or data furnished here. By using these maps and associated data the user does so entirely at their own risk and explicitly acknowledges that he/she is aware of and agrees to be bound by this disclaimer and agrees not to present any claim or demand of any nature against the USACE, its officers, agents, employees or servants in any forum whatsoever for any damages of any nature whatsoever that may result from or may be caused in any way by the use of the maps and associated data.

**Umatilla Chemical Depot**

Igloo Number 1782

“J” Block

Ptn. of Tr. A

0.008 Ac.

**LEGAL DESCRIPTION**

A parcel of land and a building situated on Tract A, in Section 10, Township 4 North, Range 27 East, Willamette Meridian, Umatilla County, Oregon described as follows:

**Parcel:**

**COMMENCING** at Camp Rees Monument No. 24 as delineated on Camp Rees License Boundary Survey, recorded 27 Aug 2014 in Umatilla County, thence south 31°40'44" east, a distance of 2,282.92 feet, more or less, to point “A” and the **POINT OF BEGINNING**;

Thence north 00° east, a distance of 6.00 feet;

Thence north 90° west, a distance of 61.50 feet;

Thence south 00° west, a distance of 6.00 feet;

Thence north 90° east, a distance of 61.50 feet to the **POINT OF BEGINNING**;

**Containing 0.008 acres, more or less.**

**Building:**

**BEGINNING** at point “A” as mentioned above;

Thence south 00° west, a distance of 3.75 feet;

Thence south 72°48'05" west, a distance of 10.991 feet;

Thence south 90° west, a distance of 2.00 feet;

Thence south 00° west, a distance of 75.167 feet;

Thence south 90° west, a distance of 36.50 feet;

Thence north 00° east, a distance of 75.167 feet;

Thence south 90° west, a distance of 2.00 feet;

Thence north 72°48'05" west, a distance of 10.991 feet;

Thence north 00° east, a distance of 3.75 feet;

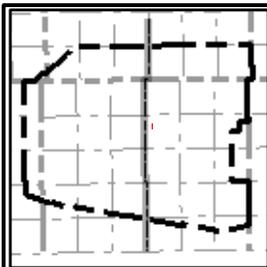
Thence north 90° east, a distance of 61.50 feet to the **POINT OF BEGINNING**.

**Containing 3,139.958 square feet, more or less.**

This Legal Description is not based on an actual survey and the presumption is that the northern most face of the building runs east to west.



# Umatilla Chemical Depot J-Block Igloo No. 1782



## Legend

- Igloos Footprint
- Igloo Front 6ft
- Bunker\_COGO

DISCLAIMER - While the United States Army Corps of Engineers, (hereinafter referred to as USACE) has made a reasonable effort to insure the accuracy of the maps and associated data, its should be explicitly noted that USACE makes no warranty, representation or guaranty, either express or implied, as to the content, sequence, accuracy, timeliness or completeness of any of the data provided herein. The USACE, its officers, agents, employees, or servants shall assume no liability for any errors, omissions, or inaccuracies in the information provided regardless of how caused. The USACE, its officers, agents, employees or servants shall assume no liability for any decisions made or actions taken or not taken by the user of the maps and associated data in reliance upon any information or data furnished here. By using these maps and associated data the user does so entirely at their own risk and explicitly acknowledges that he/she is aware of and agrees to be bound by this disclaimer and agrees not to present any claim or demand of any nature against the USACE, its officers, agents, employees or servants in any forum whatsoever for any damages of any nature whatsoever that may result from or may be caused in any way by the use of the maps and associated data.

**Umatilla Chemical Depot**

Igloo Number 1808

“J” Block

Ptn. of Tr. A

0.008 Ac.

**LEGAL DESCRIPTION**

A parcel of land and a building situated on Tract A, in Section 10, Township 4 North, Range 27 East, Willamette Meridian, Umatilla County, Oregon described as follows:

**Parcel:**

**COMMENCING** at Camp Rees Monument No. 24 as delineated on Camp Rees License Boundary Survey, recorded 27 Aug 2014 in Umatilla County, thence south 16°52'26" east, a distance of 1,119.49 feet, more or less, to point “A” and the **POINT OF BEGINNING**;

Thence north 00° east, a distance of 6.00 feet;

Thence north 90° west, a distance of 61.50 feet;

Thence south 00° west, a distance of 6.00 feet;

Thence north 90° east, a distance of 61.50 feet to the **POINT OF BEGINNING**;

**Containing 0.008 acres, more or less.**

**Building:**

**BEGINNING** at point “A” as mentioned above;

Thence south 00° west, a distance of 3.75 feet;

Thence south 72°48'05" west, a distance of 10.991 feet;

Thence south 90° west, a distance of 2.00 feet;

Thence south 00° west, a distance of 75.167 feet;

Thence south 90° west, a distance of 36.50 feet;

Thence north 00° east, a distance of 75.167 feet;

Thence south 90° west, a distance of 2.00 feet;

Thence north 72°48'05" west, a distance of 10.991 feet;

Thence north 00° east, a distance of 3.75 feet;

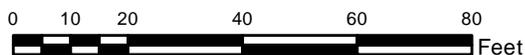
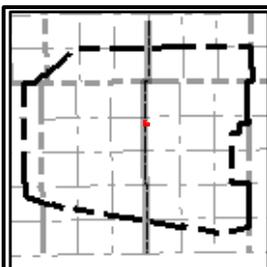
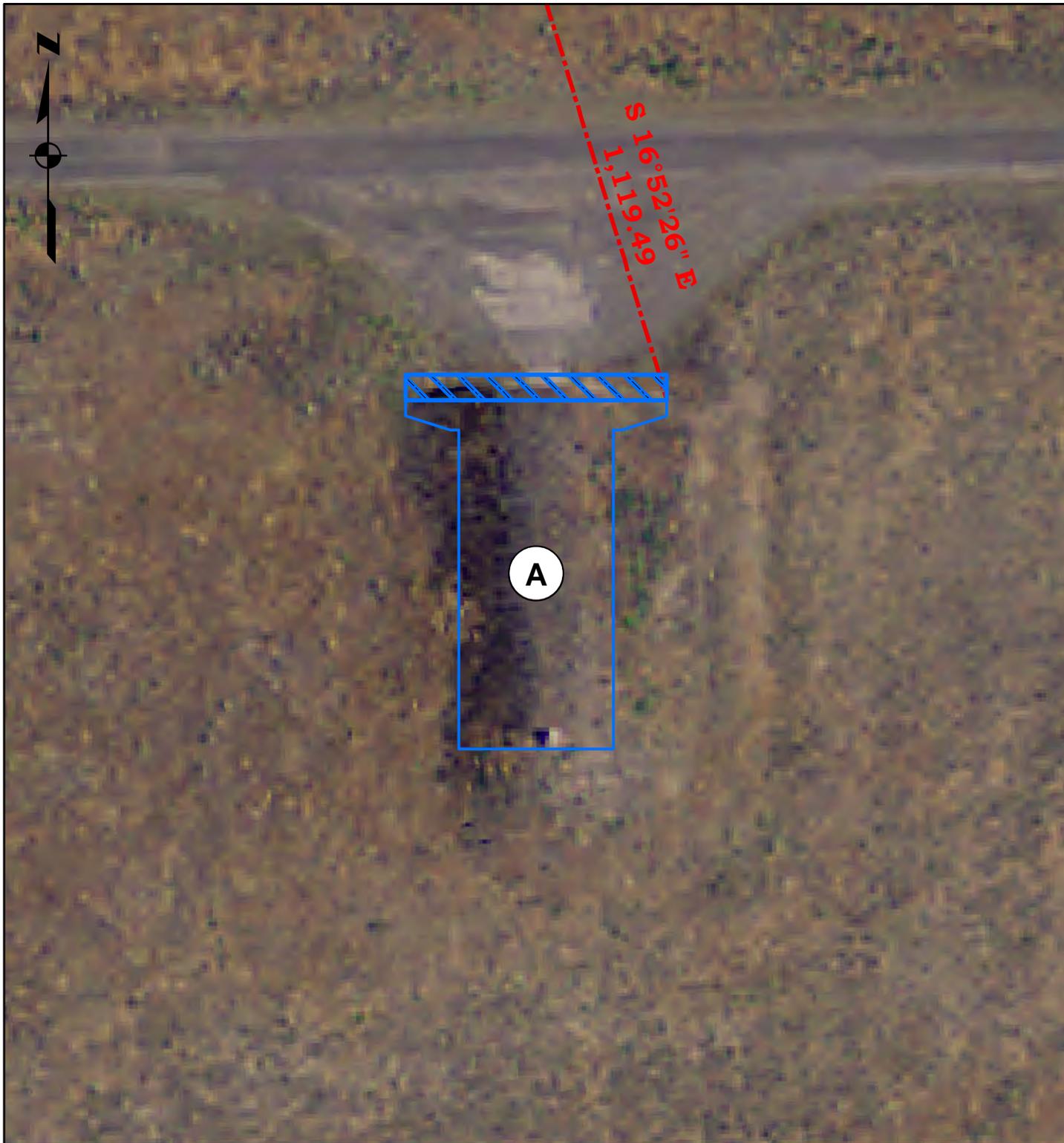
Thence north 90° east, a distance of 61.50 feet to the **POINT OF BEGINNING**.

**Containing 3,139.958 square feet, more or less.**

This Legal Description is not based on an actual survey and the presumption is that the northern most face of the building runs east to west.



# Umatilla Chemical Depot J-Block Igloo No. 1808



## Legend

- Igloos Footprint
- Igloo Front 6ft
- Bunker\_COGO

DISCLAIMER - While the United States Army Corps of Engineers, (hereinafter referred to as USACE) has made a reasonable effort to insure the accuracy of the maps and associated data, its should be explicitly noted that USACE makes no warranty, representation or guaranty, either express or implied, as to the content, sequence, accuracy, timeliness or completeness of any of the data provided herein. The USACE, its officers, agents, employees, or servants shall assume no liability of any nature for any errors, omissions, or inaccuracies in the information provided regardless of how caused. The USACE, its officers, agents, employees or servants shall assume no liability for any decisions made or actions taken or not taken by the user of the maps and associated data in reliance upon any information or data furnished here. By using these maps and associated data the user does so entirely at their own risk and explicitly acknowledges that he/she is aware of and agrees to be bound by this disclaimer and agrees not to present any claim or demand of any nature against the USACE, its officers, agents, employees or servants in any forum whatsoever for any damages of any nature whatsoever that may result from or may be caused in any way by the use of the maps and associated data.

**Umatilla Chemical Depot**

Igloo Number 1809

“J” Block

Ptn. of Tr. A

0.008 Ac.

**LEGAL DESCRIPTION**

A parcel of land and a building situated on Tract A, in Section 10, Township 4 North, Range 27 East, Willamette Meridian, Umatilla County, Oregon described as follows:

**Parcel:**

**COMMENCING** at Camp Rees Monument No. 24 as delineated on Camp Rees License Boundary Survey, recorded 27 Aug 2014 in Umatilla County, thence south 35°23'48" east, a distance of 1,305.47 feet, more or less, to point “A” and the **POINT OF BEGINNING**;

Thence north 00° east, a distance of 6.00 feet;

Thence north 90° west, a distance of 61.50 feet;

Thence south 00° west, a distance of 6.00 feet;

Thence north 90° east, a distance of 61.50 feet to the **POINT OF BEGINNING.**;

**Containing 0.008 acres, more or less.**

**Building:**

**BEGINNING** at point “A” as mentioned above;

Thence south 00° west, a distance of 3.75 feet;

Thence south 72°48'05" west, a distance of 10.991 feet;

Thence south 90° west, a distance of 2.00 feet;

Thence south 00° west, a distance of 75.167 feet;

Thence south 90° west, a distance of 36.50 feet;

Thence north 00° east, a distance of 75.167 feet;

Thence south 90° west, a distance of 2.00 feet;

Thence north 72°48'05" west, a distance of 10.991 feet;

Thence north 00° east, a distance of 3.75 feet;

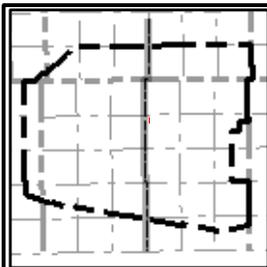
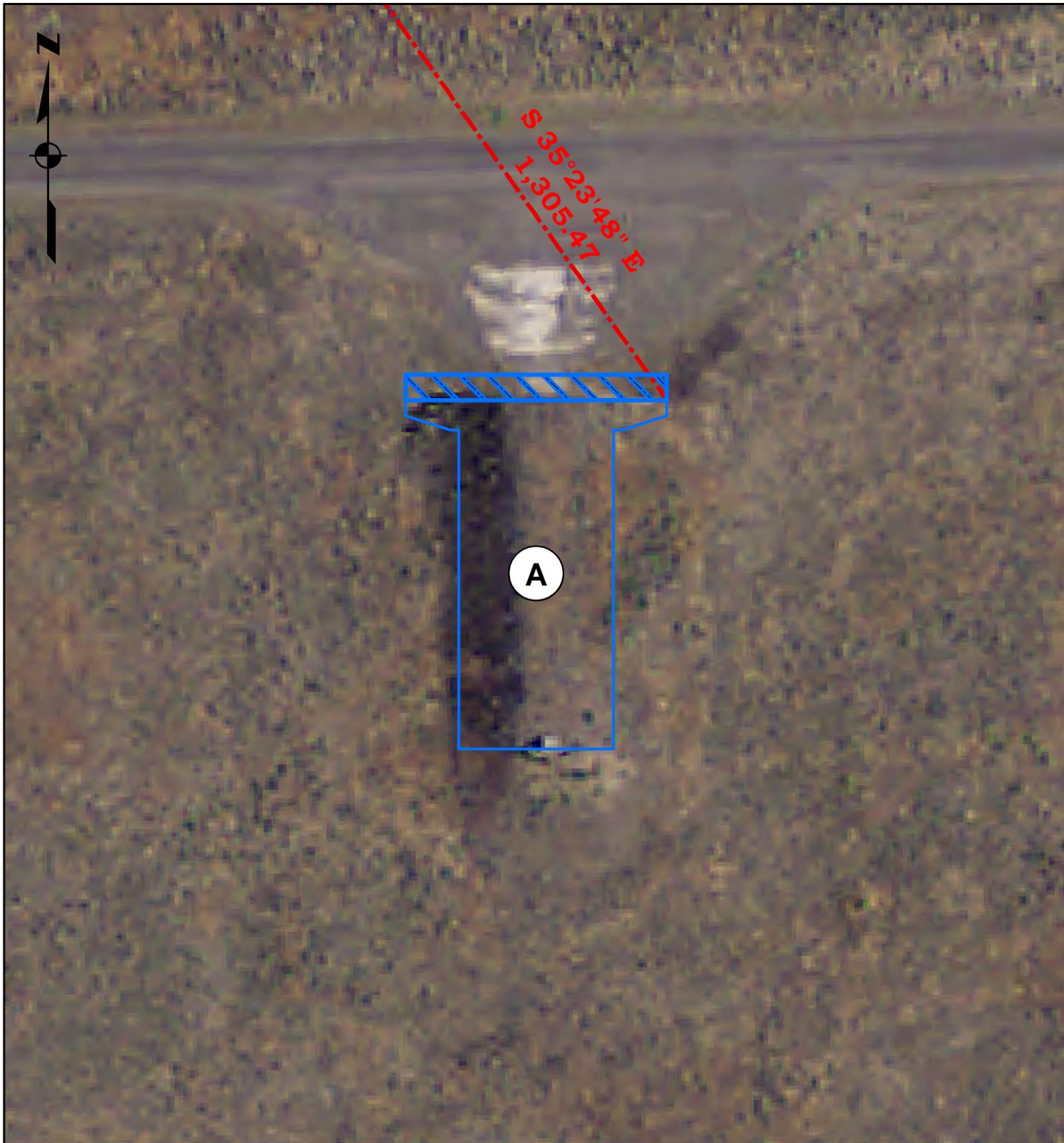
Thence north 90° east, a distance of 61.50 feet to the **POINT OF BEGINNING.**

**Containing 3,139.958 square feet, more or less.**

This Legal Description is not based on an actual survey and the presumption is that the northern most face of the building runs east to west.



# Umatilla Chemical Depot J-Block Igloo No. 1809



### Legend

- Igloos Footprint
- Igloo Front 6ft
- Bunker\_COGO

DISCLAIMER - While the United States Army Corps of Engineers, (hereinafter referred to as USACE) has made a reasonable effort to insure the accuracy of the maps and associated data, it should be explicitly noted that USACE makes no warranty, representation or guaranty, either express or implied, as to the content, sequence, accuracy, timeliness or completeness of any of the data provided herein. The USACE, its officers, agents, employees, or servants shall assume no liability of any nature for any errors, omissions, or inaccuracies in the information provided regardless of how caused. The USACE, its officers, agents, employees or servants shall assume no liability for any decisions made or actions taken or not taken by the user of the maps and associated data in reliance upon any information or data furnished here. By using these maps and associated data the user does so entirely at their own risk and explicitly acknowledges that he/she is aware of and agrees to be bound by this disclaimer and agrees not to present any claim or demand of any nature against the USACE, its officers, agents, employees or servants in any forum whatsoever for any damages of any nature whatsoever that may result from or may be caused in any way by the use of the maps and associated data.

**Umatilla Chemical Depot**

Igloo Number 1810

“J” Block

Ptn. of Tr. A

0.008 Ac.

**LEGAL DESCRIPTION**

A parcel of land and a building situated on Tract A, in Section 10, Township 4 North, Range 27 East, Willamette Meridian, Umatilla County, Oregon described as follows:

**Parcel:**

**COMMENCING** at Camp Rees Monument No. 24 as delineated on Camp Rees License Boundary Survey, recorded 27 Aug 2014 in Umatilla County, thence south 48°15’13” east, a distance of 1,591.29 feet, more or less, to point “A” and the **POINT OF BEGINNING**;

- Thence north 00° east, a distance of 6.00 feet;
- Thence north 90° west, a distance of 61.50 feet;
- Thence south 00° west, a distance of 6.00 feet;
- Thence north 90° east, a distance of 61.50 feet to the **POINT OF BEGINNING**;

**Containing 0.008 acres, more or less.**

**Building:**

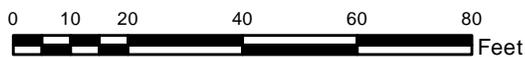
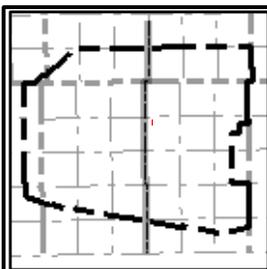
- BEGINNING** at point “A” as mentioned above;
- Thence south 00° west, a distance of 3.75 feet;
- Thence south 72°48’05” west, a distance of 10.991 feet;
- Thence south 90° west, a distance of 2.00 feet;
- Thence south 00° west, a distance of 75.167 feet;
- Thence south 90° west, a distance of 36.50 feet;
- Thence north 00° east, a distance of 75.167 feet;
- Thence south 90° west, a distance of 2.00 feet;
- Thence north 72°48’05” west, a distance of 10.991 feet;
- Thence north 00° east, a distance of 3.75 feet;
- Thence north 90° east, a distance of 61.50 feet to the **POINT OF BEGINNING**.

**Containing 3,139.958 square feet, more or less.**

This Legal Description is not based on an actual survey and the presumption is that the northern most face of the building runs east to west.



# Umatilla Chemical Depot J-Block Igloo No. 1810



## Legend

-  Igloos Footprint
-  Igloo Front 6ft
-  Bunker\_COGO

DISCLAIMER - While the United States Army Corps of Engineers, (hereinafter referred to as USACE) has made a reasonable effort to insure the accuracy of the maps and associated data, it should be explicitly noted that USACE makes no warranty, representation or guaranty, either express or implied, as to the content, sequence, accuracy, timeliness or completeness of any of the data provided herein. The USACE, its officers, agents, employees, or servants shall assume no liability for any errors, omissions, or inaccuracies in the information provided regardless of how caused. The USACE, its officers, agents, employees or servants shall assume no liability for any decisions made or actions taken or not taken by the user of the maps and associated data in reliance upon any information or data furnished here. By using these maps and associated data the user does so entirely at their own risk and explicitly acknowledges that he/she is aware of and agrees to be bound by this disclaimer and agrees not to present any claim or demand of any nature against the USACE, its officers, agents, employees or servants in any forum whatsoever for any damages of any nature whatsoever that may result from or may be caused in any way by the use of the maps and associated data.

**LEGAL DESCRIPTION**

A parcel of land lying in a portion Sections 2, 3 and 10, Township 4 North, Range 27 East, Willamette Meridian, Umatilla County, Oregon, more particularly described as follows:

**Commencing** at the northwest corner of Section 27, Township 4 North, Range 27 East, W.M., marked with a Umatilla County brass cap located at coordinate N 781948.21, E 8473748.49; thence N09°20'21"W a distance of 16,287.17 feet to "Mon. 1", and the true **Point of Beginning**;

Thence N00°01'32"E a distance of 379.97 feet to "Mon No. 20" as referenced in survey for Oregon Military Dept titled "Camp Rees License Boundary" by Ferguson Surveying;

Thence N00°42'18"W a distance of 1,496.92 feet to "Mon 2 AP";

Thence N89°23'12"E a distance of 83.84 ft. to "Mon 3 PC" and the start of a 1,593.70 ft radius curve to the right;

Thence along said 1,593.70 ft. radius curve right, 850.41 ft. (the long chord of which bears N75°19'35"W, 840.36 ft.) to "Mon 4 PT";

Thence S60°02'23"E a distance of 2,216.12 feet to "Mon 5 AP";

Thence S25°46'23"W a distance of 4,609.50 feet to "Mon 6 PC" and the start of a 637.85 ft radius curve to the left;

Thence along said 637.85 ft. radius curve left, 266.74 ft. (the long chord of which bears S16°35'25"W, 264.80 ft.) to "Mon 7 PRC" and the start of a 195.00 ft. radius curve to the right;

Thence along said 195.00 ft. radius curve right, 126.41 ft. (the long chord of which bears N23°14'58"E, 124.20 ft.) to "Mon 8 AP" and the start of a 322.50 ft. radius concave curve to the right;

Thence along said 322.50 ft. radius concave curve right, 175.81 ft. (the long chord of which bears S16°23'40"E, 173.64 ft.) to "Mon 9 PT"

Thence S89°13'23"W a distance of 60.00 feet to "Mon 10 PT" and the start of a 262.50 ft. concave curve to the left;

Thence along said 262.50 ft. radius curve left, 226.32 ft. (the long chord of which bears N25°28'37"W, 219.38 ft.) to "Mon 11 PRC" and the start of a 311.50 ft. radius curve to the right;

**UMATILLA CHEMICAL DEPOT  
UMCDF BOUNDARY**

± 276.57 acs  
Ptn. A & Ptn. 12

Thence along said 311.50 ft. radius curve right, 315.70 ft. (the long chord of which bears S21°08'34"E, 302.36 ft.) to "Mon 12 PC";

Thence N07°54'12"E a distance of 272.60 feet to "Mon 13 PT" and the start of a 1,076.85 ft. curve to the left;

Thence along said 1,076.85 ft. radius curve left, 871.02 ft. (the long chord of which bears S15°02'48"E, 847.47 ft.) to "Mon 14 PC";

Thence S38°13'25"E a distance of 1,010.84 feet to "Mon 15 PT" and the start of a 150.00 ft. curve to the left;

Thence along said 150.00 ft. radius curve left, 137.35 ft. (the long chord of which bears N64°27'23"W, 132.61 ft.) to "Mon 16 PC";

Thence S89°18'39"W a distance of 1,114.36 feet to "Mon 17 AP";

Thence N00°42'39"W a distance of 1,701.32 feet to "Mon 18";

Thence N89°15'56"W a distance of 1,608.23 feet to "Mon 1" and the true **Point of Beginning**.

The above described tract containing 276.57 Acres, more or less.

***The above legal is based on an unrecorded survey by H & S Construction Site Surveyors dated 12 Nov 2013.***

By: JEF 20 Aug 2014  
Chkd: OJV 20 Aug 2014  
Mod: JEF 27 Aug 2014 (Inverted Call)  
Map: Industrial Area (Demil Plant).mxd  
GIS: OrgProjects\Military\UMADA - UMATILLA\Tasks\H & S Survey  
Doc: 002362.docx

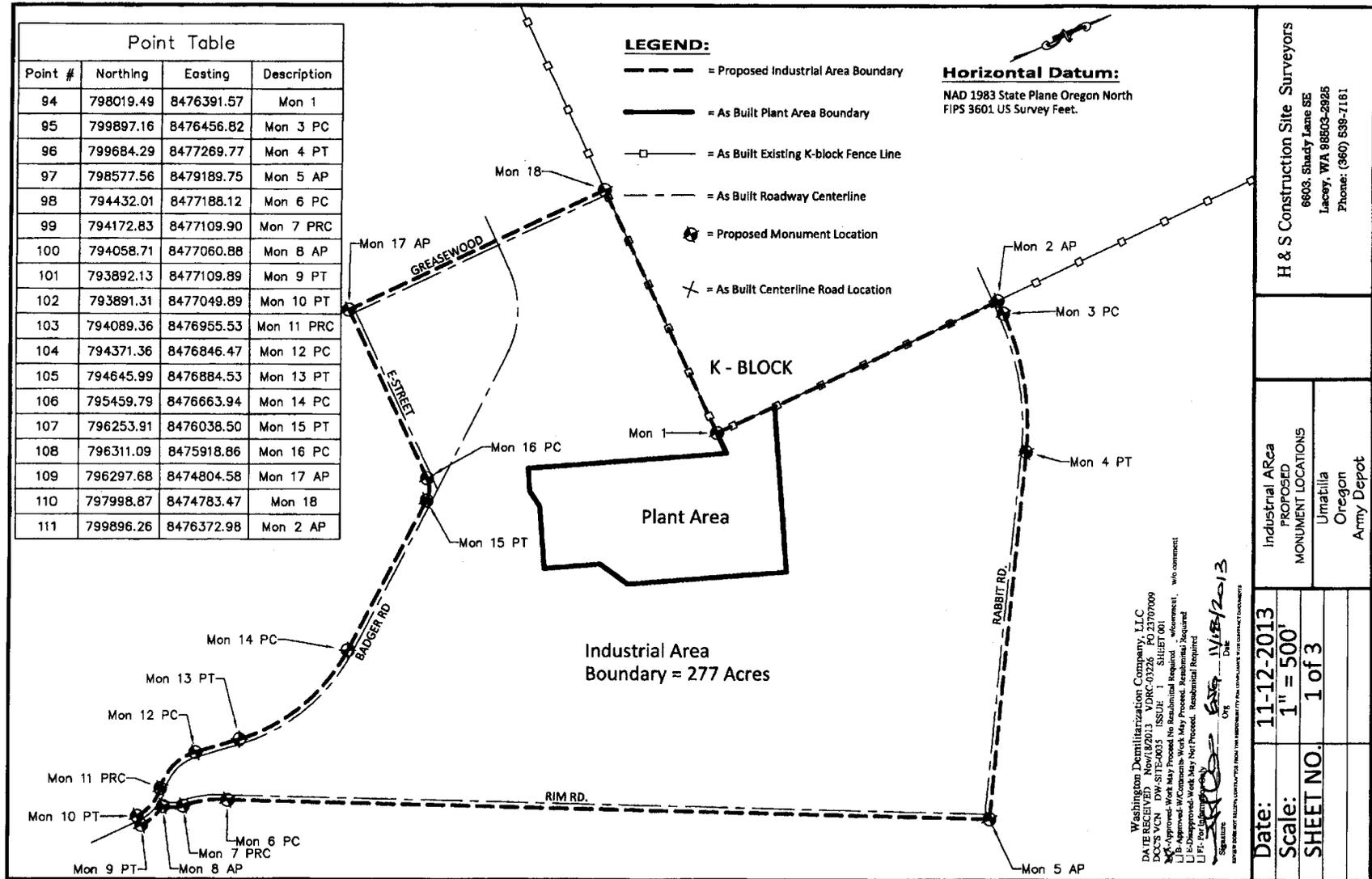
| Point Table |           |            |             |
|-------------|-----------|------------|-------------|
| Point #     | Northing  | Easting    | Description |
| 94          | 798019.49 | 8476391.57 | Mon 1       |
| 95          | 799897.16 | 8476456.82 | Mon 3 PC    |
| 96          | 799684.29 | 8477269.77 | Mon 4 PT    |
| 97          | 798577.56 | 8479189.75 | Mon 5 AP    |
| 98          | 794432.01 | 8477188.12 | Mon 6 PC    |
| 99          | 794172.83 | 8477109.90 | Mon 7 PRC   |
| 100         | 794058.71 | 8477060.88 | Mon 8 AP    |
| 101         | 793892.13 | 8477109.89 | Mon 9 PT    |
| 102         | 793891.31 | 8477049.89 | Mon 10 PT   |
| 103         | 794089.36 | 8476955.53 | Mon 11 PRC  |
| 104         | 794371.36 | 8476846.47 | Mon 12 PC   |
| 105         | 794645.99 | 8476884.53 | Mon 13 PT   |
| 106         | 795459.79 | 8476663.94 | Mon 14 PC   |
| 107         | 796253.91 | 8476038.50 | Mon 15 PT   |
| 108         | 796311.09 | 8475918.86 | Mon 16 PC   |
| 109         | 796297.68 | 8474804.58 | Mon 17 AP   |
| 110         | 797998.87 | 8474783.47 | Mon 18      |
| 111         | 799896.26 | 8476372.98 | Mon 2 AP    |

**LEGEND:**

- = Proposed Industrial Area Boundary
- = As Built Plant Area Boundary
- = As Built Existing K-block Fence Line
- = As Built Roadway Centerline
- = Proposed Monument Location
- = As Built Centerline Road Location

**Horizontal Datum:**

NAD 1983 State Plane Oregon North  
FIPS 3601 US Survey Feet.



Washington Demilitarization Company, LLC  
 DATE RECEIVED Nov/18/2013 V/DRC-03226 FO 23707009  
 DWS VCN DW-SITE-0035 ISSUE 1 SHEET 001  
 THIS DRAWING IS THE PROPERTY OF WASHINGTON DEMILITARIZATION COMPANY, LLC. NO PART OF THIS DRAWING IS TO BE REPRODUCED, COPIED, OR TRANSMITTED IN ANY FORM OR BY ANY MEANS, ELECTRONIC OR MECHANICAL, WITHOUT THE WRITTEN PERMISSION OF WASHINGTON DEMILITARIZATION COMPANY, LLC.  
 I, the undersigned, being a duly Licensed Professional Engineer, do hereby certify that I am the author of the above described drawing and that I am a duly Licensed Professional Engineer in the State of Washington.  
 I/P: For Information Only  
 Signature: *[Signature]* Date: 11/12/2013  
 Title: *[Title]*

|  |  |
|--|--|
| <b>H &amp; S Construction Site Surveyors</b><br>6603, Shady Lane SE<br>Lacey, WA 98603-2925<br>Phone: (360) 598-7161 |  |
| <b>Industrial Area</b><br>PROPOSED<br>MONUMENT LOCATIONS<br>Umatilla<br>Oregon<br>Army Depot                         | <b>Date:</b> 11-12-2013<br><b>Scale:</b> 1" = 500'<br><b>SHEET NO.:</b> 1 of 3 |

**EXHIBIT C**

**Legal Description and Survey  
of Site UMAD-0034  
Closed Active Landfill Operable Unit**

**UMATILLA CHEMICAL DEPOT  
Landfill Restriction**

Ptn. of Trs. 14 & D-1  
**±17.49 Ac.**

**LEGAL DESCRIPTION**

The preceding legal descriptions are based on a surveys done by Ferguson Survey & Engineering for the Oregon Military Department, titled "**Camp Rees License Boundary**". Filed in both Morrow County as Map of Survey #2014-1712C and in Umatilla County as Map of Survey #14-119-B, and a survey done for Columbia Development Authority, titled "**Umatilla Depot Survey**". Filed in both Morrow County as Map of Survey #2016-1752D and in Umatilla County as Map of Survey #16-018-C:

A tract of land situated in Sections 2 & 11 Township 4 North, Range 27 East, Willamette Meridian, Umatilla County, Oregon, more particularly described as follows:

**Commencing** at the southeast corner of said section 2, as identified on said surveys, said point having a coordinate value of 797988.37 North, 8484118.85 East; thence south 88°55'37" west, a distance of 532.78 feet to the **Point of Beginning**;

Thence north 18°56'57" west, a distance of 719.89 feet;

Thence south 71°03'03" west, a distance of 1,000.00 feet;

Thence south 18°56'57" east, a distance of 642.03 feet;

Thence north 89°14'38" east, a distance of 505.97 feet;

Thence north 71°03'03" east, a distance of 519.33 feet;

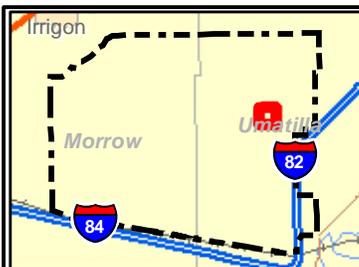
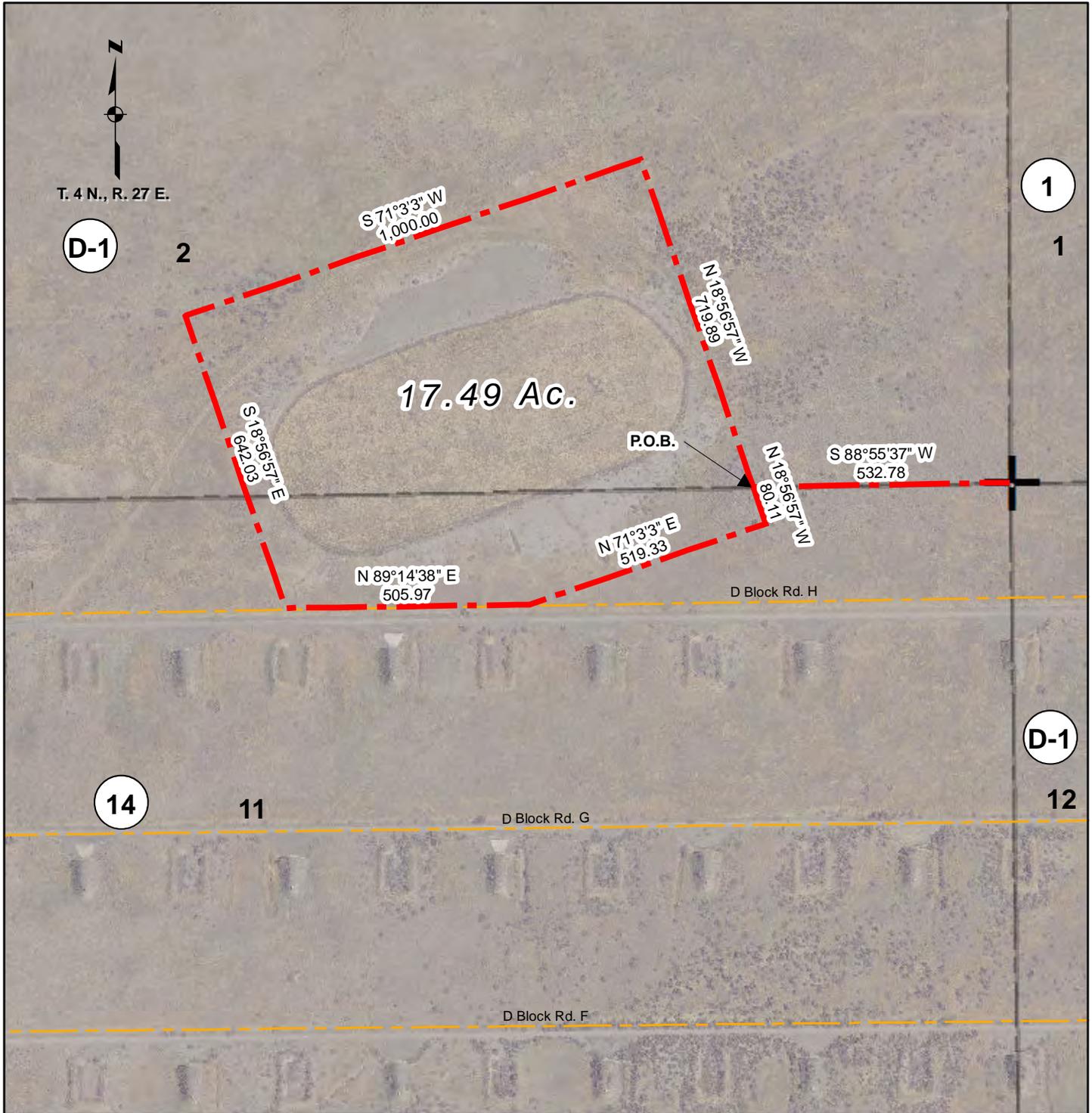
Thence north 18°56'57" west, a distance of 80.11 feet to the **Point of Beginning**.

Contains 17.49 Acres, more or less.

By JEF 1 FEB 2017  
Chkd: OJV 1 FEB 2017  
Loc: \\UMADA - UMATILLA\\Tasks\Site 39 & Landfill  
Map: Landfill (NAD83).mxd  
Doc: 002461.docx



# UMATILLA CHEMICAL DEPOT LANDFILL SITE



## Legend

- Section
- Qtr Section
- Township
- 16th
- Gov't Lots



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**EXHIBIT D**

**Legal Description and Survey  
of Site UMAD-0039  
Quality Assurance Function Range Operable Unit**

The preceding legal description is based on a unrecorded survey done by Tenneson Engineering Corp., titled "Grid Staking in site #39, Umatilla Army Chemical Depot".

**LEGAL DESCRIPTION**

A parcel of land in the southeast ¼ of section 34, the south ½ Section 35, and the southwest ¼ of section 36, Township 5 North, Range 27 East, Willamette Meridian, in Umatilla County, Oregon. Described as follows:

**Beginning** at the east quarter corner of said Section 34, Thence north 89°20'30" east a distance of 5,278.83 feet;  
Thence north 89°17'01" east a distance of 2,626.26 feet;  
Thence south 00°30'06" east a distance of 2,625.64 feet;  
Thence south 89°17'51" west a distance of 2,615.53 feet;  
Thence south 89°17'51" west a distance of 2,615.53 feet;  
Thence south 89°21'01" west a distance of 2,648.71 feet;  
Thence south 89°20'42" west a distance of 2,649.97 feet;  
Thence north 01°04'00" west a distance of 2,629.24 feet;  
Thence north 89°24'02" east a distance of 2,650.56 feet, to the **Point of Beginning**.

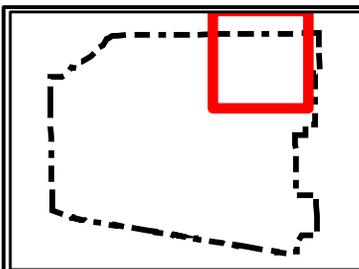
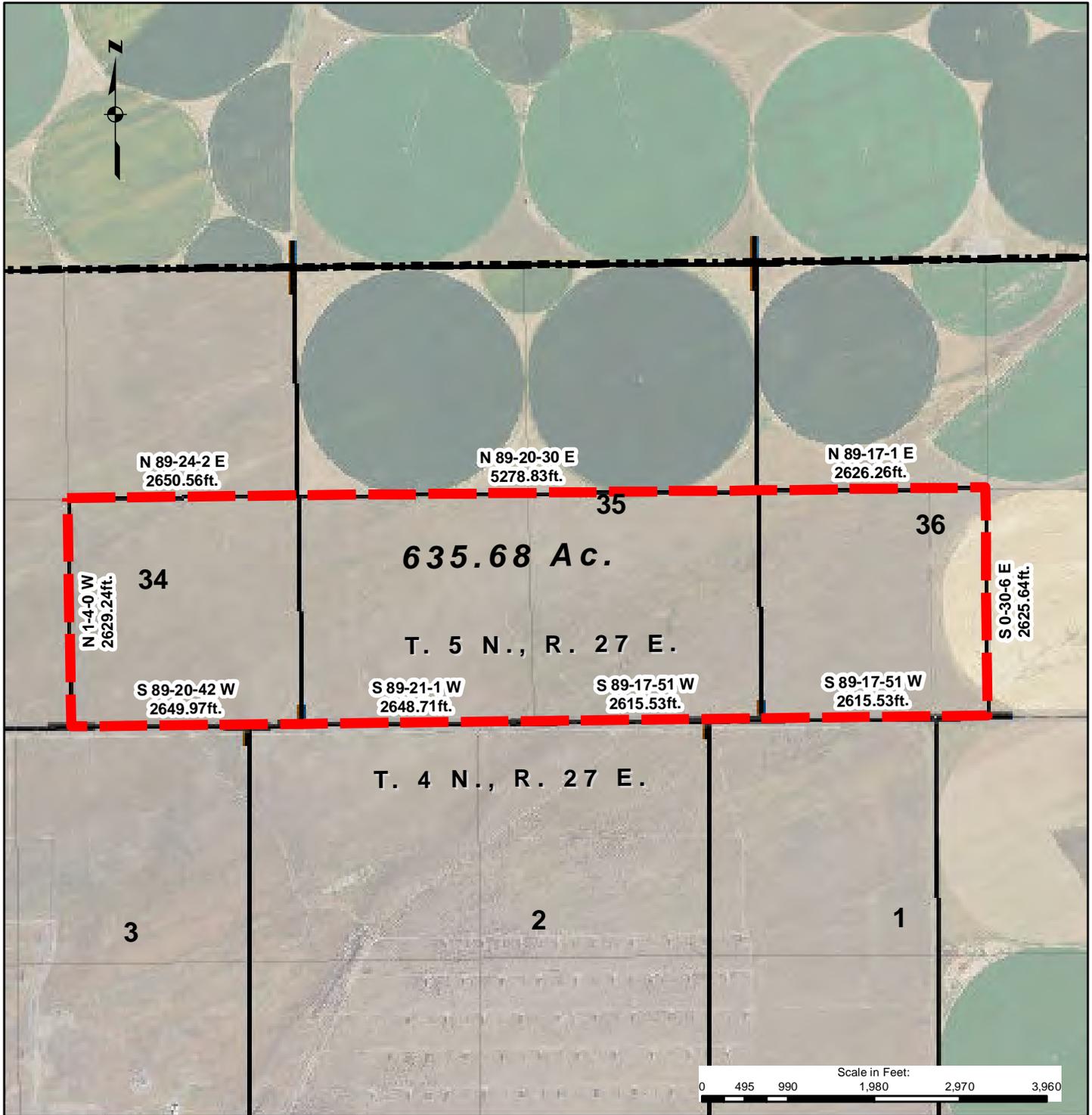
**Containing a total of 635.68 acres, more or less.**

**Although information from Land Surveys may have been used in the creation of this document, in no way does this document represent or constitute a Land Survey.**

By: OJV 20 Nov 2018  
Checked: JEF 20 Nov 2018  
MAP: \\UMADA - UMATILLA\Tasks\Site 39 & Landfill  
DWG: Site 39-Full2.mxd  
Doc: 002501.docx



# UMATILLA CHEMICAL DEPOT SITE 39



## Legend

- Site 39 Boundary
- Project\_Boundary
- Section
- Qtr Section
- Township
- 16th
- Gov't Lots

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**Umatilla Chemical Depot**  
Site 39 - Land Use Controls

(±259 acres)

The preceding legal description is based on a unrecorded survey done by Tenneson Engineering Corp., titled "Grid Staking in site #39, Umatilla Army Chemical Depot":

**LEGAL DESCRIPTION**

A parcel of land in Township 5 North, Range 27 East, Willamette Meridian, in Umatilla County, Oregon. Described as follows:

The southeast quarter (SE¼) and the east 1,070 feet of the southwest quarter (SW¼) of Section 35.

Together with the west 600 feet of the southwest quarter (SW¼) of Section 36.

**Containing a total 259 acres, more or less.**

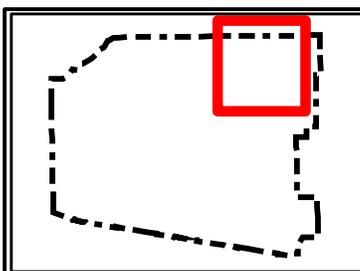
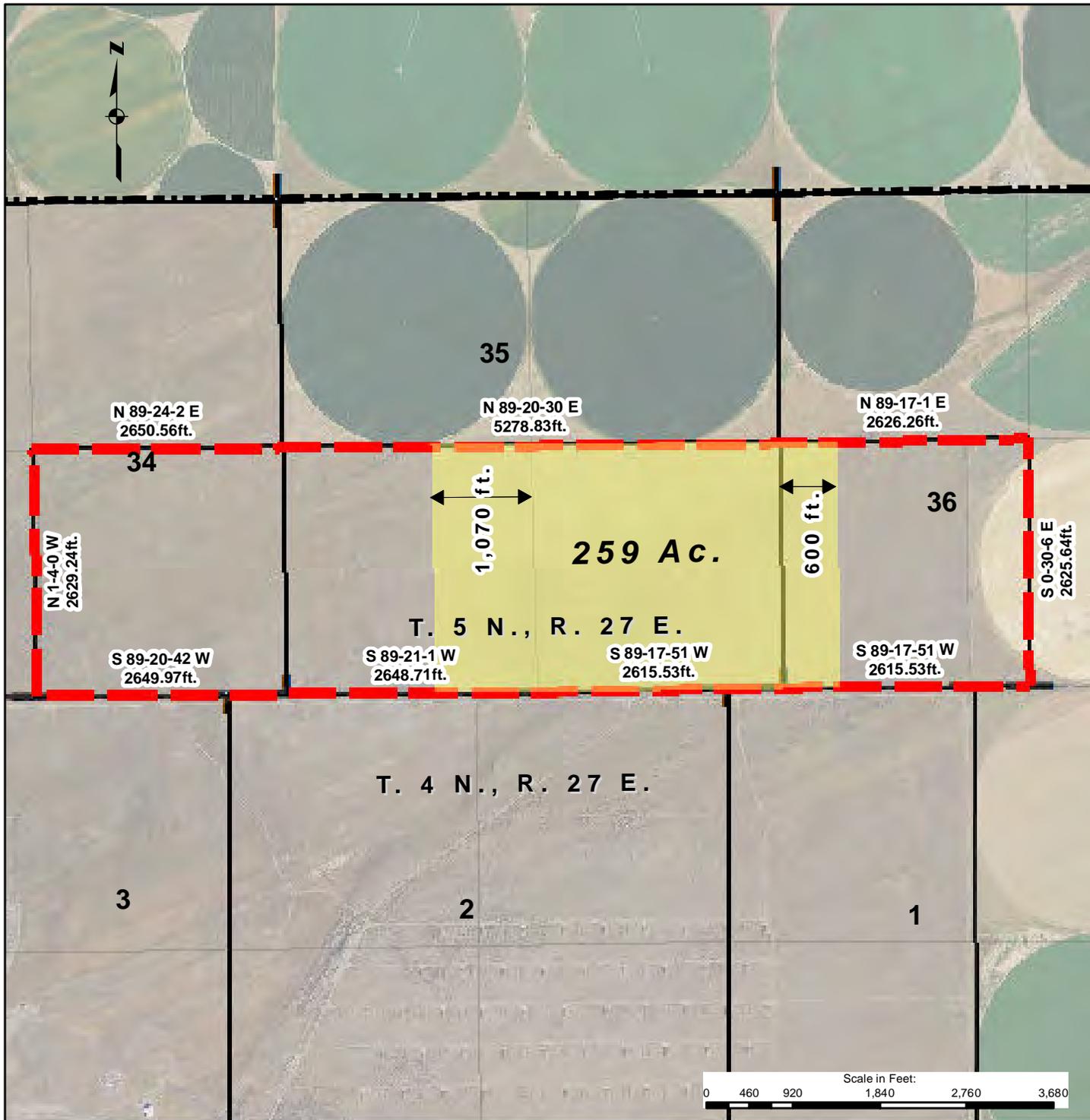
**Although information from Land Surveys may have been used in the creation of this document, in no way does this document represent or constitute a Land Survey.**

By: JEF 31 Jan 2017(Rev. OJV 11/20/2018)  
Checked: OJV 31 Jan 2017(Rev. JEF 11/20/2018)  
MAP: \\UMADA - UMATILLA\Tasks\Site 39 & Landfill  
DWG: Land use controls2-Site39.mxd  
Doc: 002458-rev-11-20-2018.docx

Page 1 of 1



# UMATILLA CHEMICAL DEPOT SITE 39 LAND USE CONTROLS



## Legend

- Site 39 LUC
- Site 39 Boundary
- Project\_Boundary
- Section
- Qtr Section
- Township
- 16th
- Gov't Lots

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The preceding legal description is based on a unrecorded survey done by Tenneson Engineering Corp., titled "Grid Staking in site #39, Umatilla Army Chemical Depot":

**LEGAL DESCRIPTION**

A parcel of land in the southeast ¼ of Section 34, the south ½ Section 35, and the southwest ¼ of Section 36, Township 5 North, Range 27 East, Willamette Meridian, in Umatilla County, Oregon. Described as follows:

**Beginning** at the east quarter corner of said Section 34, Thence north 89°20'30" east a distance of 5,278.83 feet;  
Thence north 89°17'01" east a distance of 2,626.26 feet;  
Thence south 00°30'06" east a distance of 2,625.64 feet;  
Thence south 89°17'51" west a distance of 2,615.53 feet;  
Thence south 89°17'51" west a distance of 2,615.53 feet;  
Thence south 89°21'01" west a distance of 2,648.71 feet;  
Thence south 89°20'42" west a distance of 2,649.97 feet;  
Thence north 01°04'00" west a distance of 2,629.24 feet;  
Thence north 89°24'02" east a distance of 2,650.56 feet, to the **Point of Beginning**.

**Excluding:**

The southeast quarter (SE¼) and the east 1,070 feet of the southwest quarter (SW¼) of Section 35 and the west 600 feet of the southwest quarter (SW¼) of Section 36.

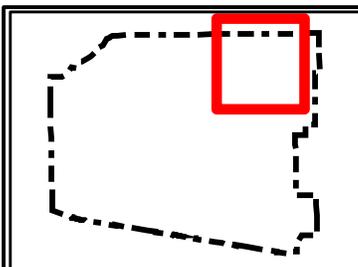
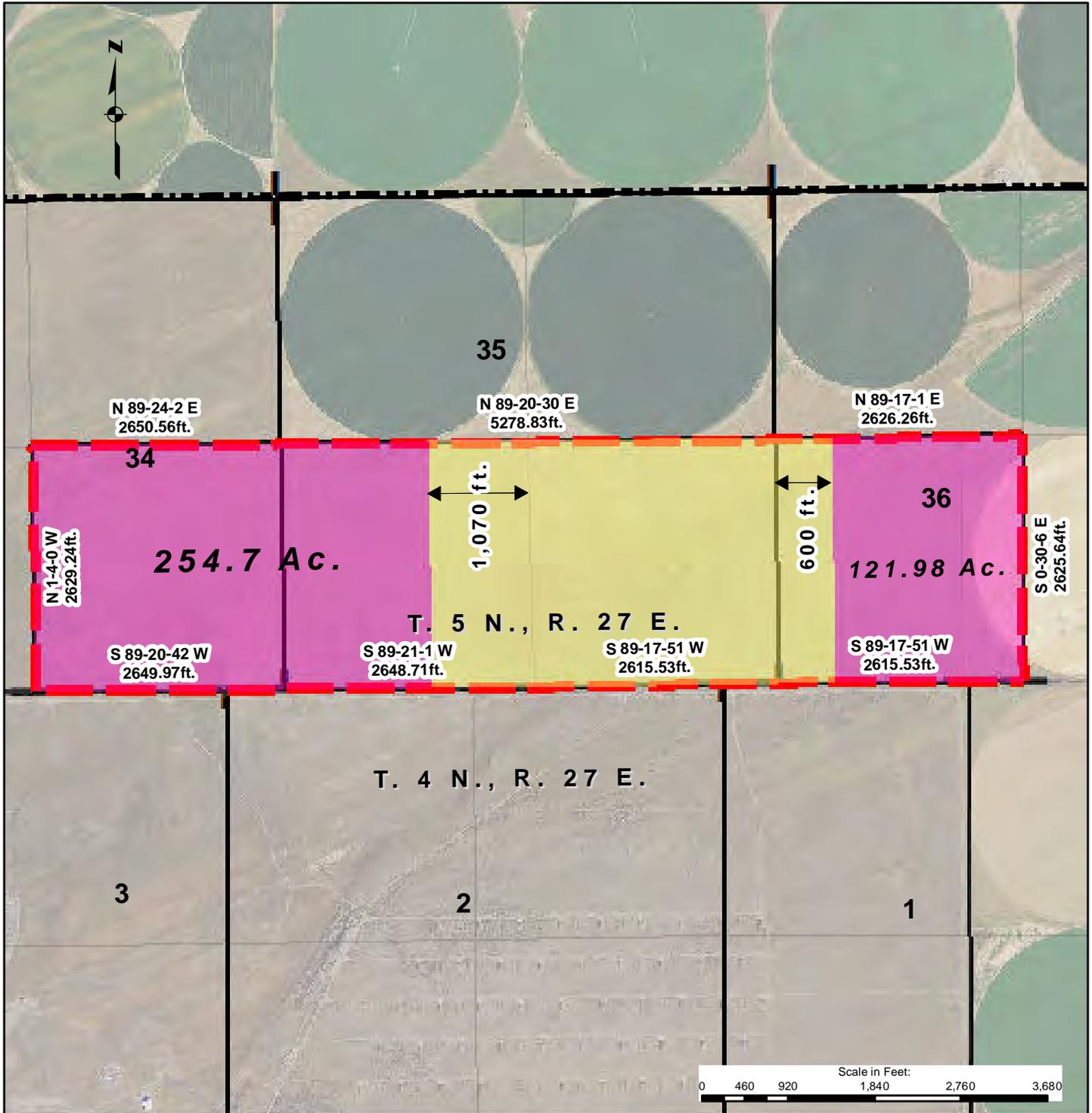
**Containing a total of 376.68 acres, more or less.**

**Although information from Land Surveys may have been used in the creation of this document, in no way does this document represent or constitute a Land Survey.**

By: OJV 20 Nov 2018  
Checked: JEF 20 Nov 2018  
MAP: \\UMADA - UMATILLA\Tasks\Site 39 & Landfill  
DWG: Adj-LUC-Site39.mxd  
Doc: 002502.docx



# UMATILLA CHEMICAL DEPOT SITE 39 LAND ADJACENT TO LAND USE CONTROLS



### Legend

- Site 39 Restriction: Agricultural and Limited Recreational Use
- Site 39 Notice: Area Adjacent to Former MEC Testing
- Site 39 Boundary
- Project\_Boundary
- Section
- Qtr Section
- Township
- 16th
- Gov't Lots

DISCLAIMER - While the United States Army Corps of Engineers, (hereinafter referred to USACE) has made a reasonable effort to insure the accuracy of the maps and associated data, it should be explicitly noted that USACE makes no warranty, representation or guaranty, either express or implied, as to the content, sequence, accuracy, timeliness or completeness of any of the data provided herein. The USACE, its officers, agents, employees, or servants shall assume no liability for any errors, omissions, or inaccuracies in the information provided regardless of how caused. The USACE, its officers, agents, employees or servants shall assume no liability for any decisions made or actions taken or not taken by the user of the maps and associated data in reliance upon any information or data furnished here. By using these maps and associated data the user does so entirely at their own risk and explicitly acknowledges that he/she is aware of and agrees to be bound by this disclaimer and agrees not to present any claim or demand of any nature against the USACE, its officers, agents, employees or servants in any forum whatsoever for any damages of any nature whatsoever that may result from or may be caused in any way by the use of the maps and associated data.

**EXHIBIT E**

**Legal Description and Survey  
of Site UMAD-0047  
Deactivation Furnace Operable Unit**

**LEGAL DESCRIPTION**

The preceding legal description is based on a surveys done by Ferguson Survey & Engineering for the Oregon Military Department, titled **"Camp Rees License Boundary"**. Filed in both Morrow County as Map of Survey #2014-1712C and in Umatilla County as Map of Survey #14-119-B, and a survey done for Columbia Development Authority, titled **"Umatilla Depot Survey"**. Filed in both Morrow County as Map of Survey #2016-1752D and in Umatilla County as Map of Survey #16-018-C:

A tract of land situated in the NW ¼ of Section 19, Township 4 North, Range 27 East, Willamette Meridian, Morrow County, more particularly described as follows:

**Commencing** at the northwest section corner of said section 19, thence south 85°00'29" east, a distance of 426.74 feet to the **Point of Beginning**.

Thence north 86°50'07" east, a distance of 613.31 feet;  
Thence south 03°09'53" east, a distance of 66.86 feet;  
Thence north 86°50'07" east, a distance of 65.00 feet;  
Thence south 03°09'53" east, a distance of 143.35 feet;  
Thence south 86°50'07" west, a distance of 65.00 feet;  
Thence south 03°09'53" east, a distance of 271.30 feet;  
Thence south 86°50'07" west, a distance of 67.51 feet;  
Thence south 03°09'53" east, a distance of 67.54 feet;  
Thence south 86°50'07" west, a distance of 65.56 feet;  
Thence south 03°09'53" east, a distance of 67.45 feet;  
Thence south 86°50'07" west, a distance of 67.02 feet;  
Thence south 03°09'53" east, a distance of 67.31 feet;  
Thence south 86°50'07" west, a distance of 66.34 feet;  
Thence south 03°09'53" east, a distance of 68.48 feet;  
Thence south 86°50'07" west, a distance of 132.35 feet;  
Thence south 03°09'53" east, a distance of 66.98 feet;  
Thence south 86°50'07" west, a distance of 147.70 feet;  
Thence south 03°09'53" east, a distance of 65.00 feet;  
Thence south 86°50'07" west, a distance of 334.78 feet;  
Thence north 03°09'53" west, a distance of 65.00 feet;  
Thence south 86°50'07" west, a distance of 65.00 feet;  
Thence north 03°09'53" west, a distance of 67.33 feet;  
Thence south 86°50'07" west, a distance of 68.27 feet;  
Thence north 03°09'53" west, a distance of 417.70 feet;  
Thence north 86°50'07" east, a distance of 66.17 feet;  
Thence north 03°09'53" west, a distance of 65.46 feet;  
Thence north 86°50'07" east, a distance of 132.37 feet;  
Thence north 03°09'53" west, a distance of 67.40 feet;

**UMATILLA CHEMICAL DEPOT  
Restrictive Use Area - Deactivation Furnace**

Ptn. Tr. 16  
**15.97 Ac.**

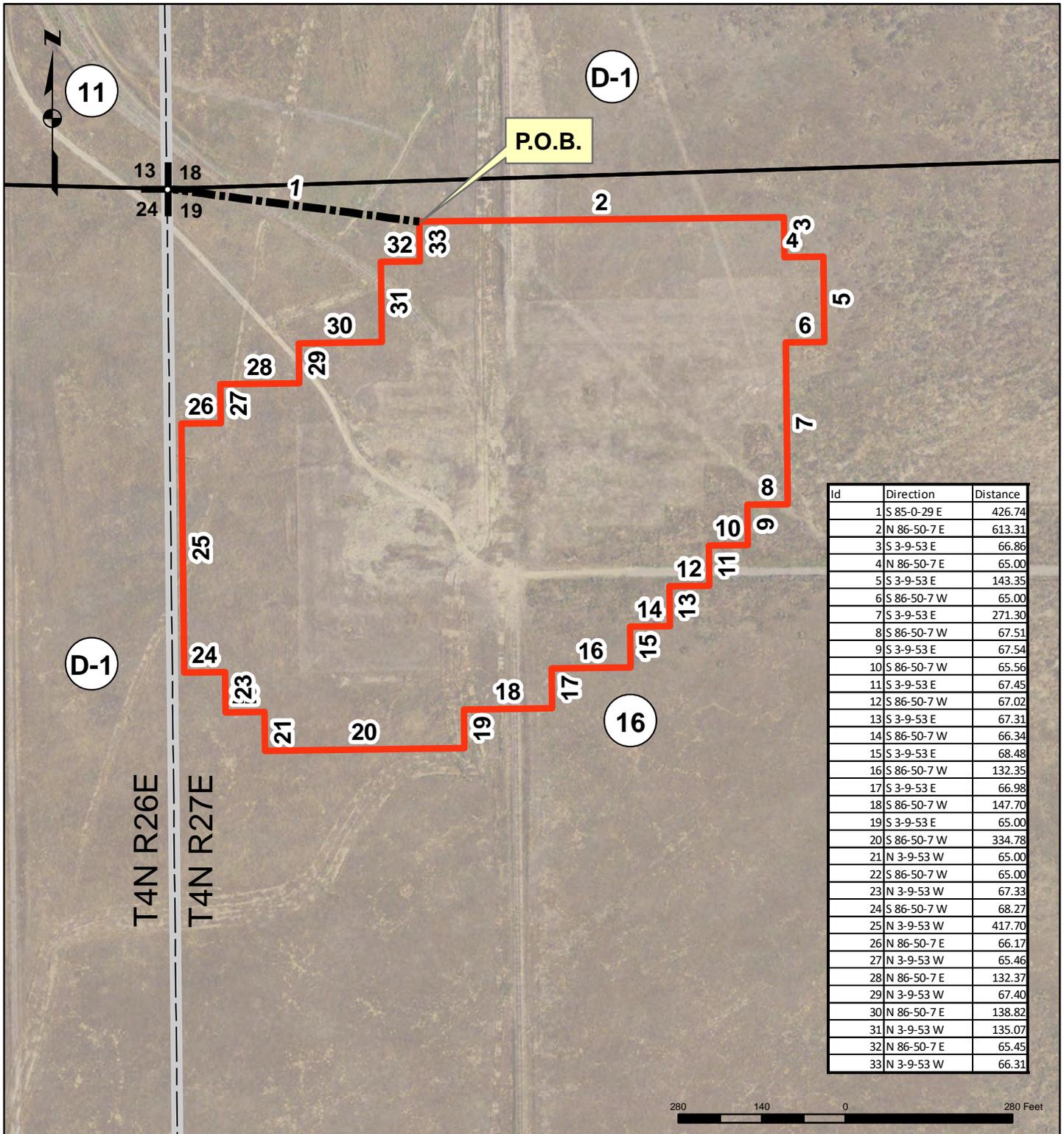
Thence north 86°50'07" east, a distance of 138.82 feet;  
Thence north 03°09'53" west, a distance of 135.07 feet;  
Thence north 86°50'07" east, a distance of 65.45 feet;  
Thence north 03°09'53" west, a distance of 66.31 feet to the **Point of Beginning**.

Contains 15.97 Acres, more or less.

By: OJV 25 MAY 2018  
Chkd: JEF 29 MAY 2018  
Mod:  
Loc: OrgProjects\Military\UMADA - UMATILLA\Tasks\ - Land use controls  
- \Deactivation Furnace (2)  
Map: LUC Deactivation Furnace.mxd  
Doc: 002494.docx



# UMATILLA CHEMICAL DEPOT LUC DEACTIVATION FURNACE



| Id | Direction   | Distance |
|----|-------------|----------|
| 1  | S 85-0-29 E | 426.74   |
| 2  | N 86-50-7 E | 613.31   |
| 3  | S 3-9-53 E  | 66.86    |
| 4  | N 86-50-7 E | 65.00    |
| 5  | S 3-9-53 E  | 143.35   |
| 6  | S 86-50-7 W | 65.00    |
| 7  | S 3-9-53 E  | 271.30   |
| 8  | S 86-50-7 W | 67.51    |
| 9  | S 3-9-53 E  | 67.54    |
| 10 | S 86-50-7 W | 65.56    |
| 11 | S 3-9-53 E  | 67.45    |
| 12 | S 86-50-7 W | 67.02    |
| 13 | S 3-9-53 E  | 67.31    |
| 14 | S 86-50-7 W | 66.34    |
| 15 | S 3-9-53 E  | 68.48    |
| 16 | S 86-50-7 W | 132.35   |
| 17 | S 3-9-53 E  | 66.98    |
| 18 | S 86-50-7 W | 147.70   |
| 19 | S 3-9-53 E  | 65.00    |
| 20 | S 86-50-7 W | 334.78   |
| 21 | N 3-9-53 W  | 65.00    |
| 22 | S 86-50-7 W | 65.00    |
| 23 | N 3-9-53 W  | 67.33    |
| 24 | S 86-50-7 W | 68.27    |
| 25 | N 3-9-53 W  | 417.70   |
| 26 | N 86-50-7 E | 66.17    |
| 27 | N 3-9-53 W  | 65.46    |
| 28 | N 86-50-7 E | 132.37   |
| 29 | N 3-9-53 W  | 67.40    |
| 30 | N 86-50-7 E | 138.82   |
| 31 | N 3-9-53 W  | 135.07   |
| 32 | N 86-50-7 E | 65.45    |
| 33 | N 3-9-53 W  | 66.31    |



### Legend

- Section Tie
- LUC Deactivation Furnace
- Section
- Qtr Section
- Township
- 16th
- Gov't Lots

**EXHIBIT F**

**Legal Description and Survey  
of Site UMAD-0024  
Explosives Washout Lagoon Groundwater Operable Unit**

**LEGAL DESCRIPTION**

The preceding legal descriptions are based on a surveys done by Ferguson Survey & Engineering for the Oregon Military Department, titled **“Camp Rees License Boundary”**. Filed in both Morrow County as Map of Survey #2014-1712C and in Umatilla County as Map of Survey #14-119-B, and a survey done for Columbia Development Authority, titled **“Umatilla Depot Survey”**. Filed in both Morrow County as Map of Survey #2016-1752D and in Umatilla County as Map of Survey #16-018-C:

A tract of land situated in Sections 14 & 15, Township 4 North, Range 27 East, Willamette Meridian, Umatilla County, more particularly described as follows:

**Beginning** at “Camp Rees Monument #28”, as identified on said surveys, having a coordinate value of 790591.37 North, 8477153.19 East;

Thence S00°45’32.5”E, 3,033.303 ft. to “Camp Rees Monument #29”, and the beginning of a 600.00 ft. radius curve to the right;

Thence along said 600.00 ft. radius curve right, 471.831 ft. (the long chord of which bears S21°46’09.2”W, 459.767 ft.) to “Camp Rees Monument #30”;

Thence S44°17’50.9”W, 1,489.323 ft. to “Camp Rees Monument #31”, and the beginning of a 500.00 ft. radius curve to the left;

Thence along said 500.00 ft. radius curve left, 150.33 ft. (the long chord of which bears S35°41’04”W, 149.76 ft.);

Thence north 88°56’54” east, a distance of 435.64 feet;

Thence north 89°19’17” east, a distance of 2,657.36 feet;

Thence north 01°29’30” west, a distance of 1,331.48 feet;

Thence north 89°48’19” east, a distance of 1,341.61 feet;

Thence north 01°26’48” west, a distance of 1,339.08 feet;

Thence north 89°07’43” east, a distance of 1,325.02 feet;

Thence north 00°44’20” west, a distance of 2,646.34 feet;

Thence south 89°03’13” west, a distance of 2,648.31 feet;

Thence south 89°04’42” west, a distance of 1,819.60 feet;

Thence south 00°44’18” east, a distance of 660.18 feet to “Camp Rees Monument #27”

Thence north 89°16’47” east, a distance of 60.00 feet to “Camp Rees Monument #28” and the **Point of Beginning**.

Contains 437.34 Acres, more or less.

By JEF 18 MAR 2016

Chkd: OJV 18 MAR 2016

Mod: JEF 10 Mar 2017 (Replaced with entirely new area)

Loc: OrgProjects\Military\UMADA - UMATILLA\Tasks\Groundplume

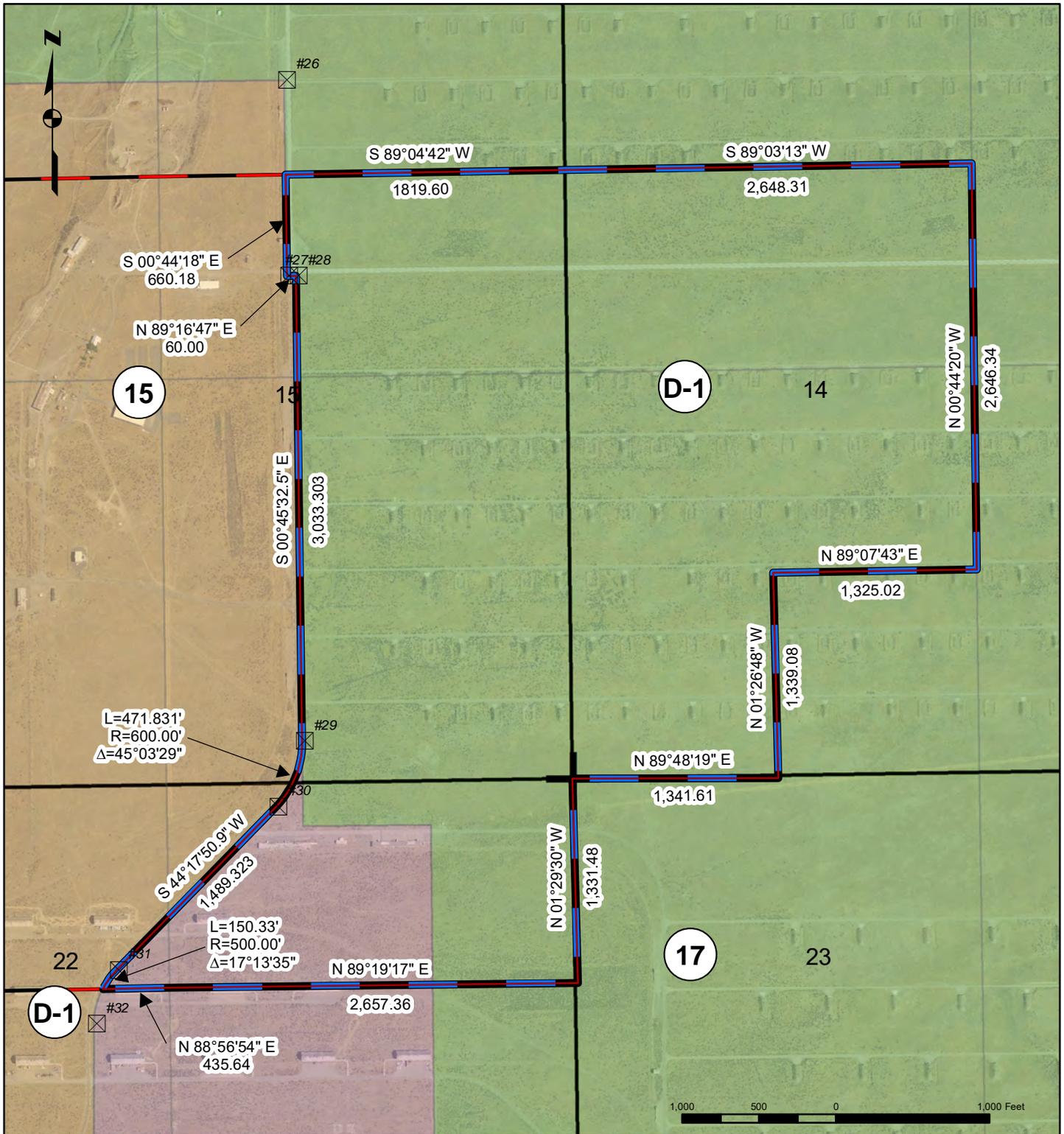
Map: UCD - Groundwater Restriction Area CDA.mxd

Doc: 002405.docx



# UMATILLA CHEMICAL DEPOT

## Groundwater Restriction Area - CDA



### Legend

- NGB Coverage
- CDA Coverage
- dod\_rpi\_land\_parcel\_area
- Section
- Qtr Section
- Township
- 16th
- Gov't Lots

**EXHIBIT G**

**Land Use Control Inspection Checklist**

**Umatilla Chemical Depot  
Land Use Control Inspection Checklist**

**J-Block Igloos: 1735, 1736, 1750, 1751, 1752, 1765, 1766, 1767, 1780, 1781, 1782, 1794, 1795, 1796, 1808,  
1809, and 1810**

**Inspection Date:** \_\_\_\_\_ **Time of Inspection:** \_\_\_\_\_

**Location:** See attached maps \_\_\_\_\_

**Weather Condition:** \_\_\_\_\_

**Land Use Restrictions in Place:**

1. No residential or agricultural use of the site (including 6' in front of igloo).
2. No nursing home or assisted living facilities or use.
3. No occupation or use by children (including, but not limited to no child care, playgrounds or educational facilities through 12 grade).

**Inspection:**

1. Evidence of residential or agricultural use:
2. Evidence of nursing home or assisted living facilities:
3. Evidence of use by children:
4. Evidence of use, trespassing, vandalism, or damage:
5. Additional comments:

**Maintenance performed:**

**Non-Compliance:**

**Inspected By:**

\_\_\_\_\_  
Print Name and Affiliation

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date



**Umatilla Chemical Depot  
Land Use Control Inspection Checklist  
Buildings 115 and 203**

**Inspection Date:** \_\_\_\_\_ **Time of Inspection:** \_\_\_\_\_

**Location:** See attached maps \_\_\_\_\_

**Weather Condition:** \_\_\_\_\_

**Land Use Restrictions in Place:**

1. No residential or agricultural use of the site.
2. No nursing home or assisted living facilities or use.
3. No occupation or use by children (including, but not limited to no child care, playgrounds or educational facilities through 12 grade).

**Inspection:**

1. Evidence of residential or agricultural use:
2. Evidence of nursing home or assisted living facilities:
3. Evidence of use by children:
4. Evidence of use, trespassing, vandalism, or damage:
5. Additional comments:

**Maintenance performed:**

**Non-Compliance:**

**Inspected By:**

\_\_\_\_\_  
Print Name and Affiliation

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date



**Umatilla Chemical Depot  
Land Use Control Inspection Checklist  
Umatilla Chemical Agent Disposal Facility**

**Inspection Date:** \_\_\_\_\_ **Time of Inspection:** \_\_\_\_\_

**Location:** See attached maps \_\_\_\_\_

**Weather Condition:** \_\_\_\_\_

**Land Use Restrictions in Place:**

1. No residential or agricultural use of the site.
2. No nursing home or assisted living facilities or use.
3. No occupation or use by children (including, but not limited to no child care, playgrounds or educational facilities through 12 grade).

**Inspection:**

1. Evidence of residential or agricultural use:
2. Evidence of nursing home or assisted living facilities:
3. Evidence of use by children:
4. Evidence of use, trespassing, vandalism, or damage:
5. Additional comments:

**Maintenance performed:**

**Non-Compliance:**

**Inspected By:**

\_\_\_\_\_

Print Name and Affiliation

\_\_\_\_\_

Signature

\_\_\_\_\_

Date

**LEGAL DESCRIPTION**

A parcel of land lying in a portion Sections 2, 3 and 10, Township 4 North, Range 27 East, Willamette Meridian, Umatilla County, Oregon, more particularly described as follows:

**Commencing** at the northwest corner of Section 27, Township 4 North, Range 27 East, W.M., marked with a Umatilla County brass cap located at coordinate N 781948.21, E 8473748.49; thence N09°20'21"W a distance of 16,287.17 feet to "Mon. 1", and the true **Point of Beginning**;

Thence N00°01'32"E a distance of 379.97 feet to "Mon No. 20" as referenced in survey for Oregon Military Dept titled "Camp Rees License Boundary" by Ferguson Surveying;

Thence N00°42'18"W a distance of 1,496.92 feet to "Mon 2 AP";

Thence N89°23'12"E a distance of 83.84 ft. to "Mon 3 PC" and the start of a 1,593.70 ft radius curve to the right;

Thence along said 1,593.70 ft. radius curve right, 850.41 ft. (the long chord of which bears N75°19'35"W, 840.36 ft.) to "Mon 4 PT";

Thence S60°02'23"E a distance of 2,216.12 feet to "Mon 5 AP";

Thence S25°46'23"W a distance of 4,609.50 feet to "Mon 6 PC" and the start of a 637.85 ft radius curve to the left;

Thence along said 637.85 ft. radius curve left, 266.74 ft. (the long chord of which bears S16°35'25"W, 264.80 ft.) to "Mon 7 PRC" and the start of a 195.00 ft. radius curve to the right;

Thence along said 195.00 ft. radius curve right, 126.41 ft. (the long chord of which bears N23°14'58"E, 124.20 ft.) to "Mon 8 AP" and the start of a 322.50 ft. radius concave curve to the right;

Thence along said 322.50 ft. radius concave curve right, 175.81 ft. (the long chord of which bears S16°23'40"E, 173.64 ft.) to "Mon 9 PT"

Thence S89°13'23"W a distance of 60.00 feet to "Mon 10 PT" and the start of a 262.50 ft. concave curve to the left;

Thence along said 262.50 ft. radius curve left, 226.32 ft. (the long chord of which bears N25°28'37"W, 219.38 ft.) to "Mon 11 PRC" and the start of a 311.50 ft. radius curve to the right;

**UMATILLA CHEMICAL DEPOT  
UMCDF BOUNDARY**

± 276.57 acs  
Ptn. A & Ptn. 12

Thence along said 311.50 ft. radius curve right, 315.70 ft. (the long chord of which bears S21°08'34"E, 302.36 ft.) to "Mon 12 PC";

Thence N07°54'12"E a distance of 272.60 feet to "Mon 13 PT" and the start of a 1,076.85 ft. curve to the left;

Thence along said 1,076.85 ft. radius curve left, 871.02 ft. (the long chord of which bears S15°02'48"E, 847.47 ft.) to "Mon 14 PC";

Thence S38°13'25"E a distance of 1,010.84 feet to "Mon 15 PT" and the start of a 150.00 ft. curve to the left;

Thence along said 150.00 ft. radius curve left, 137.35 ft. (the long chord of which bears N64°27'23"W, 132.61 ft.) to "Mon 16 PC";

Thence S89°18'39"W a distance of 1,114.36 feet to "Mon 17 AP";

Thence N00°42'39"W a distance of 1,701.32 feet to "Mon 18";

Thence N89°15'56"W a distance of 1,608.23 feet to "Mon 1" and the true **Point of Beginning**.

The above described tract containing 276.57 Acres, more or less.

***The above legal is based on an unrecorded survey by H & S Construction Site Surveyors dated 12 Nov 2013.***

By: JEF 20 Aug 2014  
Chkd: OJV 20 Aug 2014  
Mod: JEF 27 Aug 2014 (Inverted Call)  
Map: Industrial Area (Demil Plant).mxd  
GIS: OrgProjects\Military\UMADA - UMATILLA\Tasks\H & S Survey  
Doc: 002362.docx

Page 2 of 2

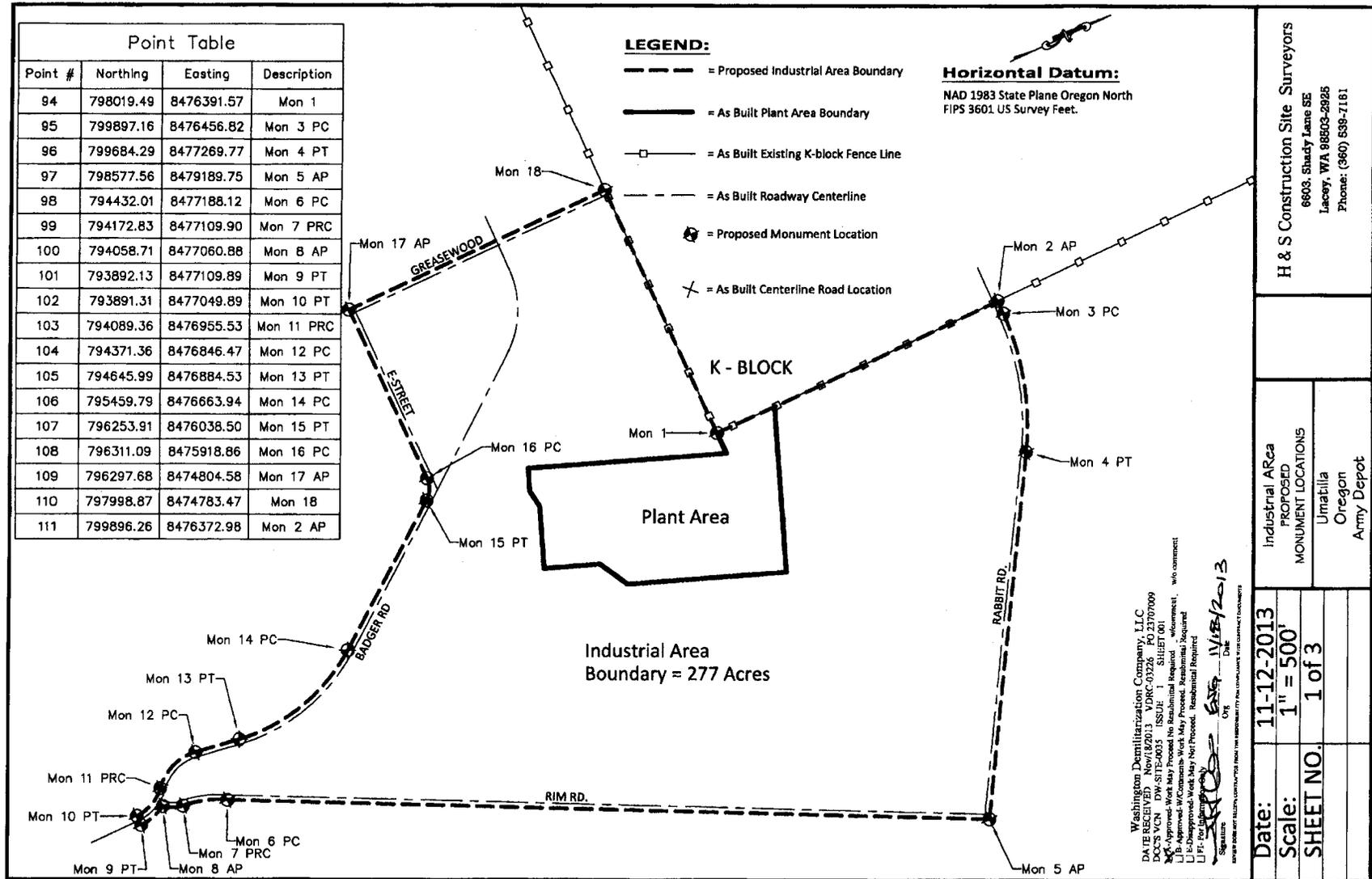
| Point Table |           |            |             |
|-------------|-----------|------------|-------------|
| Point #     | Northing  | Easting    | Description |
| 94          | 798019.49 | 8476391.57 | Mon 1       |
| 95          | 799897.16 | 8476456.82 | Mon 3 PC    |
| 96          | 799684.29 | 8477269.77 | Mon 4 PT    |
| 97          | 798577.56 | 8479189.75 | Mon 5 AP    |
| 98          | 794432.01 | 8477188.12 | Mon 6 PC    |
| 99          | 794172.83 | 8477109.90 | Mon 7 PRC   |
| 100         | 794058.71 | 8477060.88 | Mon 8 AP    |
| 101         | 793892.13 | 8477109.89 | Mon 9 PT    |
| 102         | 793891.31 | 8477049.89 | Mon 10 PT   |
| 103         | 794089.36 | 8476955.53 | Mon 11 PRC  |
| 104         | 794371.36 | 8476846.47 | Mon 12 PC   |
| 105         | 794645.99 | 8476884.53 | Mon 13 PT   |
| 106         | 795459.79 | 8476663.94 | Mon 14 PC   |
| 107         | 796253.91 | 8476038.50 | Mon 15 PT   |
| 108         | 796311.09 | 8475918.86 | Mon 16 PC   |
| 109         | 796297.68 | 8474804.58 | Mon 17 AP   |
| 110         | 797998.87 | 8474783.47 | Mon 18      |
| 111         | 799896.26 | 8476372.98 | Mon 2 AP    |

**LEGEND:**

- = Proposed Industrial Area Boundary
- = As Built Plant Area Boundary
- = As Built Existing K-block Fence Line
- = As Built Roadway Centerline
- = Proposed Monument Location
- = As Built Centerline Road Location

**Horizontal Datum:**

NAD 1983 State Plane Oregon North  
FIPS 3601 US Survey Feet.



Washington Demilitarization Company, LLC  
 DATE RECEIVED Nov/18/2013 V/DRC-03226 FO 23707009  
 PACS VCN DW-SITE-0035 ISSUE 1 SHEET 001  
 THIS DRAWING IS THE PROPERTY OF WASHINGTON DEMILITARIZATION COMPANY, LLC. NO PART OF THIS DRAWING IS TO BE REPRODUCED OR TRANSMITTED IN ANY FORM OR BY ANY MEANS, ELECTRONIC OR MECHANICAL, INCLUDING PHOTOCOPYING, RECORDING, OR BY ANY INFORMATION STORAGE AND RETRIEVAL SYSTEM, WITHOUT THE WRITTEN PERMISSION OF WASHINGTON DEMILITARIZATION COMPANY, LLC.  
 I, the undersigned, being duly qualified in the State of Washington, do hereby certify that I am the author of the above described work and that I am a duly licensed Professional Engineer in the State of Washington.  
 I/P: For Information Only  
 Signature: *[Signature]* Date: 11/12/2013  
 Title: O/E

|   |  |
|---|--|
| H & S Construction Site Surveyors<br>6603, Shady Lane SE<br>Lacey, WA 98603-2925<br>Phone: (360) 598-7161 |  |
| Industrial Area<br>PROPOSED<br>MONUMENT LOCATIONS<br>Umatilla<br>Oregon<br>Army Depot                     | Date: 11-12-2013<br>Scale: 1" = 500'<br>SHEET NO. 1 of 3 |

**Umatilla Chemical Depot  
Land Use Control Inspection Checklist  
UMAD-0024 Groundwater and Structures**

**Inspection Date:** \_\_\_\_\_ **Time of Inspection:** \_\_\_\_\_

**Location:** See attached maps \_\_\_\_\_

**Weather Condition:** \_\_\_\_\_

**Land Use Restrictions in Place:**

1. No residential or agricultural use of the site.
2. No nursing home or assisted living facilities or use.
3. No occupation or use by children (including, but not limited to no child care, playgrounds or educational facilities through 12 grade).
4. No withdrawal of groundwater nor any activities that may interfere with the groundwater remedy.
5. No activities that impact the remedy (that may damage or impact wells, infiltration galleries, piping, electrical, etc)

**Inspection:**

1. Evidence of residential or agricultural use:
2. Evidence of nursing home or assisted living facilities:
3. Evidence of use by children:
4. Evidence of use, trespassing, vandalism, or damage:
5. Evidence of withdrawal of water (at the site or regionally):
6. Condition or disturbance of equipment (wells, piping, infiltration gallery, electrical, fencing or signage, etc):
7. Additional comments:

**Maintenance performed:**

**Non-Compliance:**

**Inspected By:**

\_\_\_\_\_  
Print Name and Affiliation

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

**LEGAL DESCRIPTION**

The preceding legal descriptions are based on a surveys done by Ferguson Survey & Engineering for the Oregon Military Department, titled **“Camp Rees License Boundary”**. Filed in both Morrow County as Map of Survey #2014-1712C and in Umatilla County as Map of Survey #14-119-B, and a survey done for Columbia Development Authority, titled **“Umatilla Depot Survey”**. Filed in both Morrow County as Map of Survey #2016-1752D and in Umatilla County as Map of Survey #16-018-C:

A tract of land situated in Sections 14 & 15, Township 4 North, Range 27 East, Willamette Meridian, Umatilla County, more particularly described as follows:

**Beginning** at “Camp Rees Monument #28”, as identified on said surveys, having a coordinate value of 790591.37 North, 8477153.19 East;

Thence S00°45’32.5”E, 3,033.303 ft. to “Camp Rees Monument #29”, and the beginning of a 600.00 ft. radius curve to the right;

Thence along said 600.00 ft. radius curve right, 471.831 ft. (the long chord of which bears S21°46’09.2”W, 459.767 ft.) to “Camp Rees Monument #30”;

Thence S44°17’50.9”W, 1,489.323 ft. to “Camp Rees Monument #31”, and the beginning of a 500.00 ft. radius curve to the left;

Thence along said 500.00 ft. radius curve left, 150.33 ft. (the long chord of which bears S35°41’04”W, 149.76 ft.);

Thence north 88°56’54” east, a distance of 435.64 feet;

Thence north 89°19’17” east, a distance of 2,657.36 feet;

Thence north 01°29’30” west, a distance of 1,331.48 feet;

Thence north 89°48’19” east, a distance of 1,341.61 feet;

Thence north 01°26’48” west, a distance of 1,339.08 feet;

Thence north 89°07’43” east, a distance of 1,325.02 feet;

Thence north 00°44’20” west, a distance of 2,646.34 feet;

Thence south 89°03’13” west, a distance of 2,648.31 feet;

Thence south 89°04’42” west, a distance of 1,819.60 feet;

Thence south 00°44’18” east, a distance of 660.18 feet to “Camp Rees Monument #27”

Thence north 89°16’47” east, a distance of 60.00 feet to “Camp Rees Monument #28” and the **Point of Beginning**.

Contains 437.34 Acres, more or less.

By JEF 18 MAR 2016

Chkd: OJV 18 MAR 2016

Mod: JEF 10 Mar 2017 (Replaced with entirely new area)

Loc: OrgProjects\Military\UMADA - UMATILLA\Tasks\Groundplume

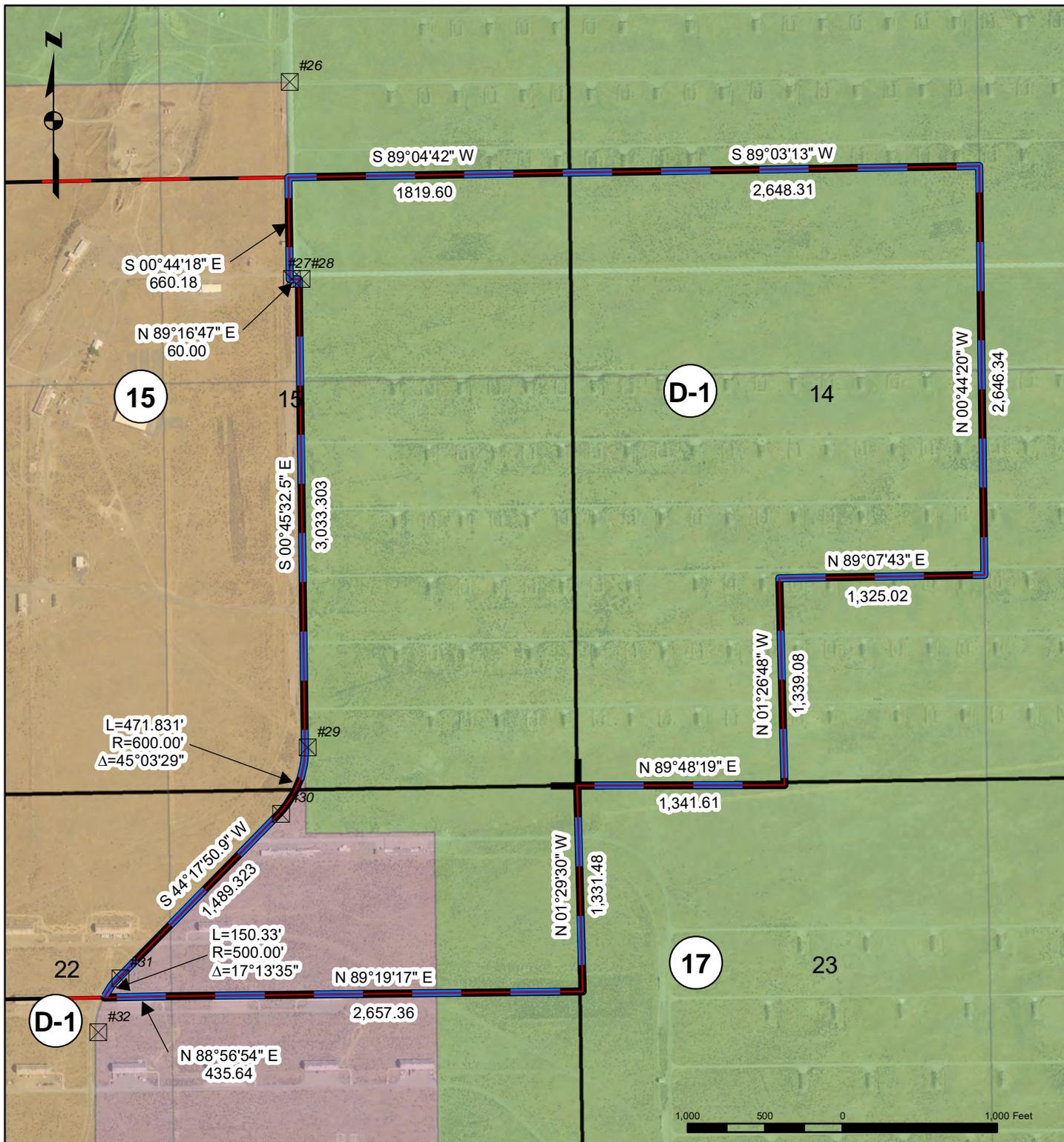
Map: UCD - Groundwater Restriction Area CDA.mxd

Doc: 002405.docx



# UMATILLA CHEMICAL DEPOT

## Groundwater Restriction Area - CDA



### Legend

- NGB Coverage
- CDA Coverage
- dod\_rpi\_land\_parcel\_area
- Section
- Qtr Section
- Township
- 16th
- Gov't Lots

**Umatilla Chemical Depot  
Land Use Control Inspection Checklist  
UMAD-0034 Closed Active Landfill**

**Inspection Date:** \_\_\_\_\_ **Time of Inspection:** \_\_\_\_\_

**Location:** D-Block, Road H, north of igloos 1294 & 1295 (see map) \_\_\_\_\_

**Weather Condition:** \_\_\_\_\_

**Land Use Restrictions in Place:**

1. No use of the site.
2. No disturbance of the landfill cap.
3. Cap is in good condition (no holes, ruts, or other disturbance).
4. Signage is in place and in good condition.
5. No withdrawal of groundwater nor any activities that may interfere with the groundwater remedy.
6. Wells in good condition

**Inspection:**

1. Evidence of subsidence, erosion, settlement, slippage, or heaving of cap system:
2. Evidence of animal habitation:
3. Condition of vegetated surfaces:
4. Evidence of use, trespassing, vandalism, or damage:
5. Overall appearance/ condition of cap:
6. Condition of signage:
7. Evidence of withdrawal of water:
8. Condition of monitoring wells (locks, protective pipes, well cap, well pipe):
9. Additional comments:

**Maintenance performed:**

**Non-Compliance:**

**Inspected By:**

\_\_\_\_\_  
Print Name and Affiliation

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

**UMATILLA CHEMICAL DEPOT  
Landfill Restriction**

Ptn. of Trs. 14 & D-1  
**±17.49 Ac.**

**LEGAL DESCRIPTION**

The preceding legal descriptions are based on a surveys done by Ferguson Survey & Engineering for the Oregon Military Department, titled "**Camp Rees License Boundary**". Filed in both Morrow County as Map of Survey #2014-1712C and in Umatilla County as Map of Survey #14-119-B, and a survey done for Columbia Development Authority, titled "**Umatilla Depot Survey**". Filed in both Morrow County as Map of Survey #2016-1752D and in Umatilla County as Map of Survey #16-018-C:

A tract of land situated in Sections 2 & 11 Township 4 North, Range 27 East, Willamette Meridian, Umatilla County, Oregon, more particularly described as follows:

**Commencing** at the southeast corner of said section 2, as identified on said surveys, said point having a coordinate value of 797988.37 North, 8484118.85 East; thence south 88°55'37" west, a distance of 532.78 feet to the **Point of Beginning**;

Thence north 18°56'57" west, a distance of 719.89 feet;

Thence south 71°03'03" west, a distance of 1,000.00 feet;

Thence south 18°56'57" east, a distance of 642.03 feet;

Thence north 89°14'38" east, a distance of 505.97 feet;

Thence north 71°03'03" east, a distance of 519.33 feet;

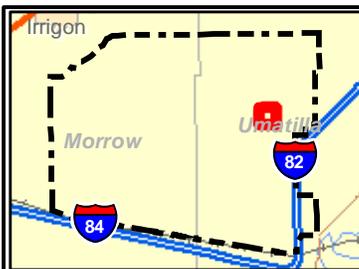
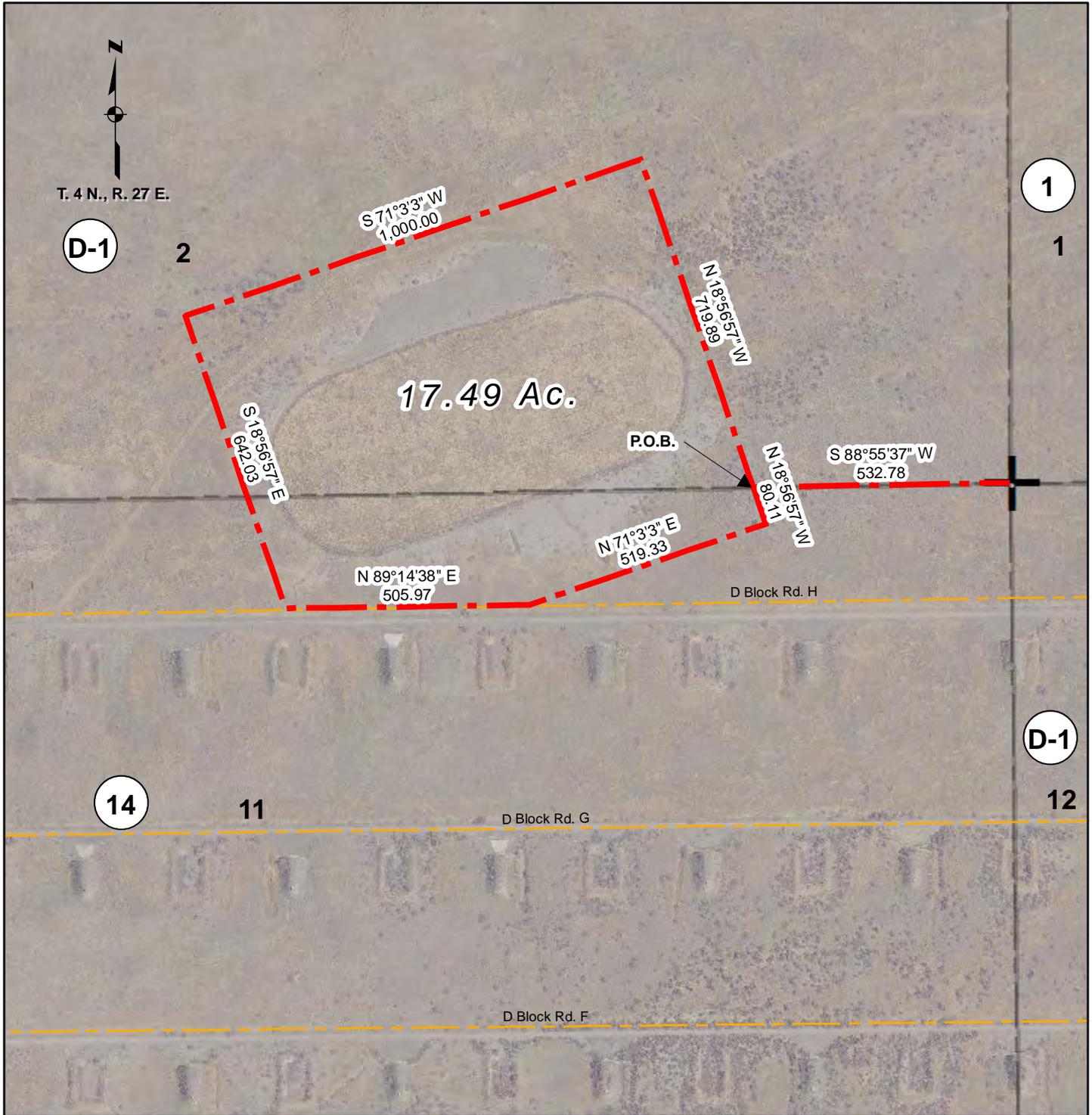
Thence north 18°56'57" west, a distance of 80.11 feet to the **Point of Beginning**.

Contains 17.49 Acres, more or less.

By JEF 1 FEB 2017  
Chkd: OJV 1 FEB 2017  
Loc: \\UMADA - UMATILLA\\Tasks\Site 39 & Landfill  
Map: Landfill (NAD83).mxd  
Doc: 002461.docx



# UMATILLA CHEMICAL DEPOT LANDFILL SITE



### Legend

- Section
- Qtr Section
- Township
- 16th
- Gov't Lots



**DISCLAIMER** - While the United States Army Corps of Engineers, (hereinafter referred to as USACE) has made a reasonable effort to insure the accuracy of the maps and associated data, it should be explicitly noted that USACE makes no warranty, representation or guaranty, either express or implied, as to the content, sequence, accuracy, timeliness or completeness of any of the data provided herein. The USACE, its officers, agents, employees, or servants shall assume no liability for any decisions made or actions taken or not taken by the user of the maps and associated data in reliance upon any information or data furnished here. By using these maps and associated data the user does so entirely at their own risk and explicitly acknowledges that he/she is aware of and agrees to be bound by this disclaimer and agrees not to present any claim or demand of any nature against the USACE, its officers, agents, employees or servants in any forum whatsoever for any damages of any nature whatsoever that may result from or may be caused in any way by the use of the maps and associated data.

**Umatilla Chemical Depot  
Land Use Control Inspection Checklist  
UMAD-0039 QA Function Range**

**Inspection Date:** \_\_\_\_\_ **Time of Inspection:** \_\_\_\_\_

**Location:** See attached maps \_\_\_\_\_

**Weather Condition:** \_\_\_\_\_

**Land Use Restrictions in Place:**

1. Allowed use is agricultural with incidental residential.
2. Allowed use is limited recreational use (e.g. hiking and hunting).
3. Fence and signage.

**Inspection:**

1. Evidence of non-agriculture related residential:
2. Condition of signage and fencing:
3. Additional comments:

**Maintenance performed:**

**Non-Compliance:**

**Inspected By:**

\_\_\_\_\_

Print Name and Affiliation

\_\_\_\_\_

Signature

\_\_\_\_\_

Date

The preceding legal description is based on a unrecorded survey done by Tenneson Engineering Corp., titled "Grid Staking in site #39, Umatilla Army Chemical Depot".

**LEGAL DESCRIPTION**

A parcel of land in the southeast ¼ of section 34, the south ½ Section 35, and the southwest ¼ of section 36, Township 5 North, Range 27 East, Willamette Meridian, in Umatilla County, Oregon. Described as follows:

**Beginning** at the east quarter corner of said Section 34, Thence north 89°20'30" east a distance of 5,278.83 feet;  
Thence north 89°17'01" east a distance of 2,626.26 feet;  
Thence south 00°30'06" east a distance of 2,625.64 feet;  
Thence south 89°17'51" west a distance of 2,615.53 feet;  
Thence south 89°17'51" west a distance of 2,615.53 feet;  
Thence south 89°21'01" west a distance of 2,648.71 feet;  
Thence south 89°20'42" west a distance of 2,649.97 feet;  
Thence north 01°04'00" west a distance of 2,629.24 feet;  
Thence north 89°24'02" east a distance of 2,650.56 feet, to the **Point of Beginning**.

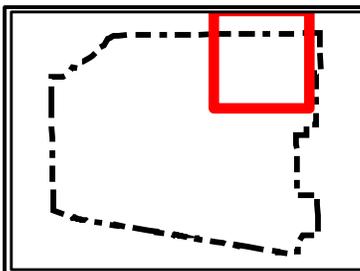
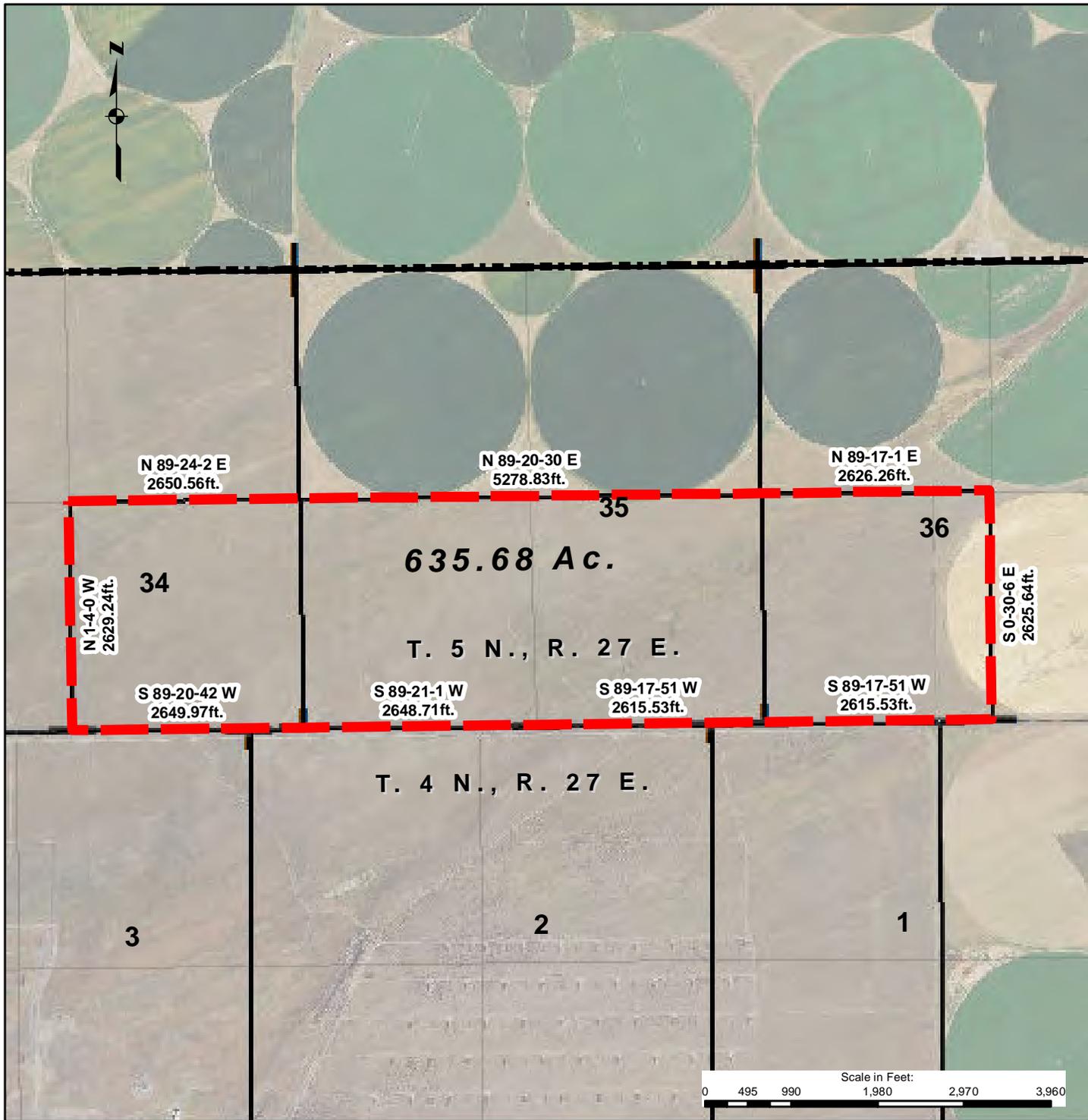
**Containing a total of 635.68 acres, more or less.**

**Although information from Land Surveys may have been used in the creation of this document, in no way does this document represent or constitute a Land Survey.**

By: OJV 20 Nov 2018  
Checked: JEF 20 Nov 2018  
MAP: \\UMADA - UMATILLA\Tasks\Site 39 & Landfill  
DWG: Site 39-Full2.mxd  
Doc: 002501.docx



# UMATILLA CHEMICAL DEPOT SITE 39



## Legend

- Site 39 Boundary
- Project\_Boundary
- Section
- Qtr Section
- Township
- 16th
- Gov't Lots

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**Umatilla Chemical Depot**  
Site 39 - Land Use Controls

(±259 acres)

The preceding legal description is based on a unrecorded survey done by Tenneson Engineering Corp., titled "Grid Staking in site #39, Umatilla Army Chemical Depot":

**LEGAL DESCRIPTION**

A parcel of land in Township 5 North, Range 27 East, Willamette Meridian, in Umatilla County, Oregon. Described as follows:

The southeast quarter (SE¼) and the east 1,070 feet of the southwest quarter (SW¼) of Section 35.

Together with the west 600 feet of the southwest quarter (SW¼) of Section 36.

**Containing a total 259 acres, more or less.**

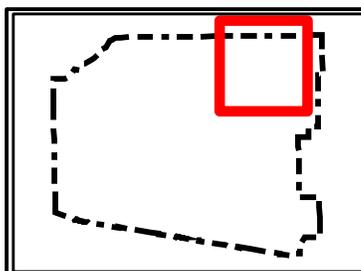
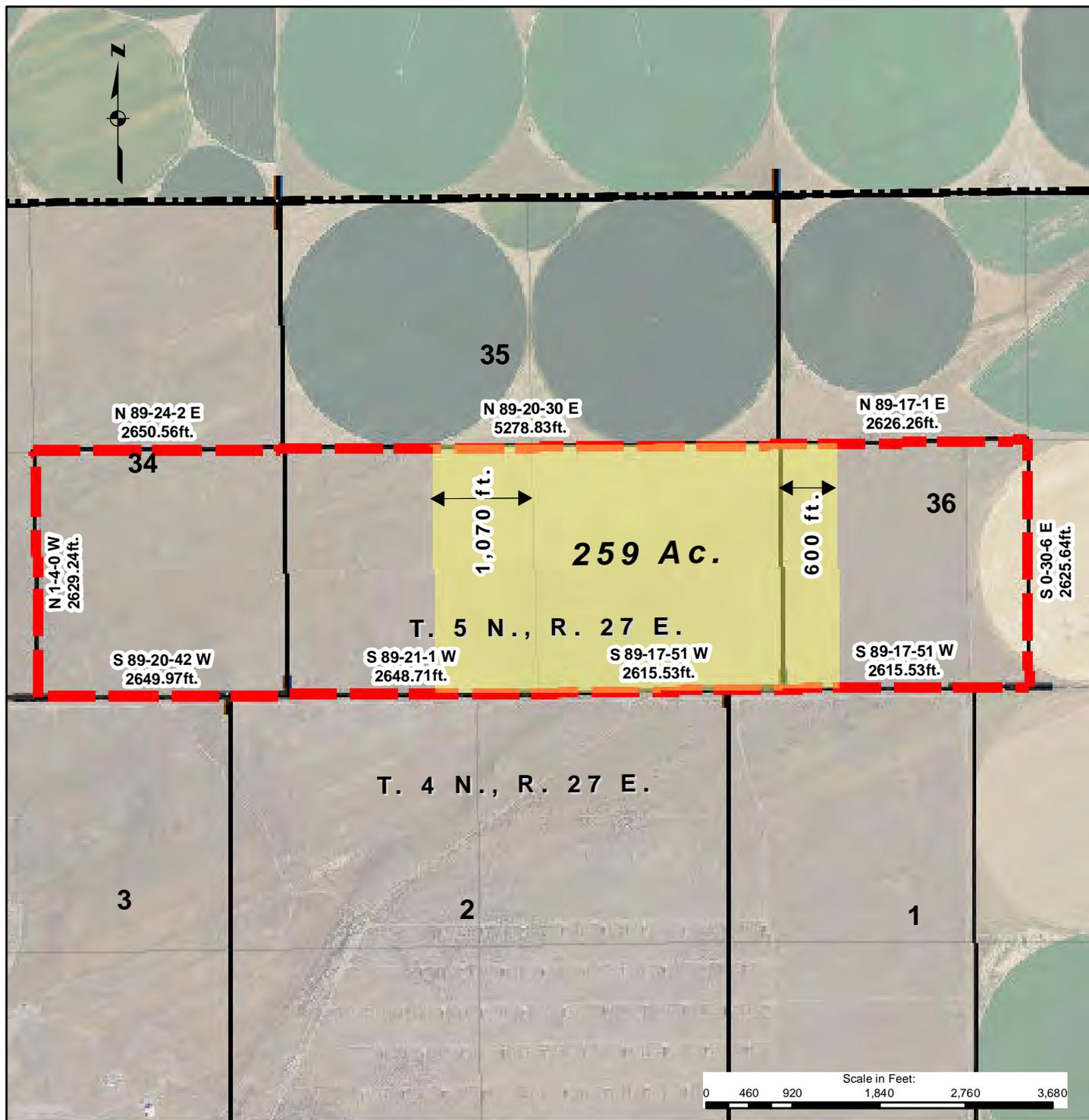
**Although information from Land Surveys may have been used in the creation of this document, in no way does this document represent or constitute a Land Survey.**

By: JEF 31 Jan 2017(Rev. OJV 11/20/2018)  
Checked: OJV 31 Jan 2017(Rev. JEF 11/20/2018)  
MAP: \\UMADA - UMATILLA\Tasks\Site 39 & Landfill  
DWG: Land use controls2-Site39.mxd  
Doc: 002458-rev-11-20-2018.docx

Page 1 of 1



# UMATILLA CHEMICAL DEPOT SITE 39 LAND USE CONTROLS



## Legend

- Site 39 LUC
- Site 39 Boundary
- Project\_Boundary
- Section
- Qtr Section
- Township
- 16th
- Gov't Lots

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The preceding legal description is based on a unrecorded survey done by Tenneson Engineering Corp., titled "Grid Staking in site #39, Umatilla Army Chemical Depot":

**LEGAL DESCRIPTION**

A parcel of land in the southeast ¼ of Section 34, the south ½ Section 35, and the southwest ¼ of Section 36, Township 5 North, Range 27 East, Willamette Meridian, in Umatilla County, Oregon. Described as follows:

**Beginning** at the east quarter corner of said Section 34, Thence north 89°20'30" east a distance of 5,278.83 feet;  
Thence north 89°17'01" east a distance of 2,626.26 feet;  
Thence south 00°30'06" east a distance of 2,625.64 feet;  
Thence south 89°17'51" west a distance of 2,615.53 feet;  
Thence south 89°17'51" west a distance of 2,615.53 feet;  
Thence south 89°21'01" west a distance of 2,648.71 feet;  
Thence south 89°20'42" west a distance of 2,649.97 feet;  
Thence north 01°04'00" west a distance of 2,629.24 feet;  
Thence north 89°24'02" east a distance of 2,650.56 feet, to the **Point of Beginning**.

**Excluding:**

The southeast quarter (SE¼) and the east 1,070 feet of the southwest quarter (SW¼) of Section 35 and the west 600 feet of the southwest quarter (SW¼) of Section 36.

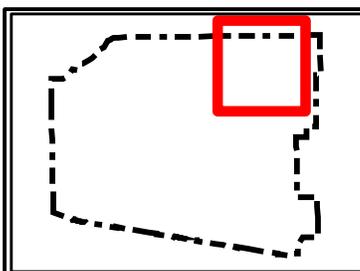
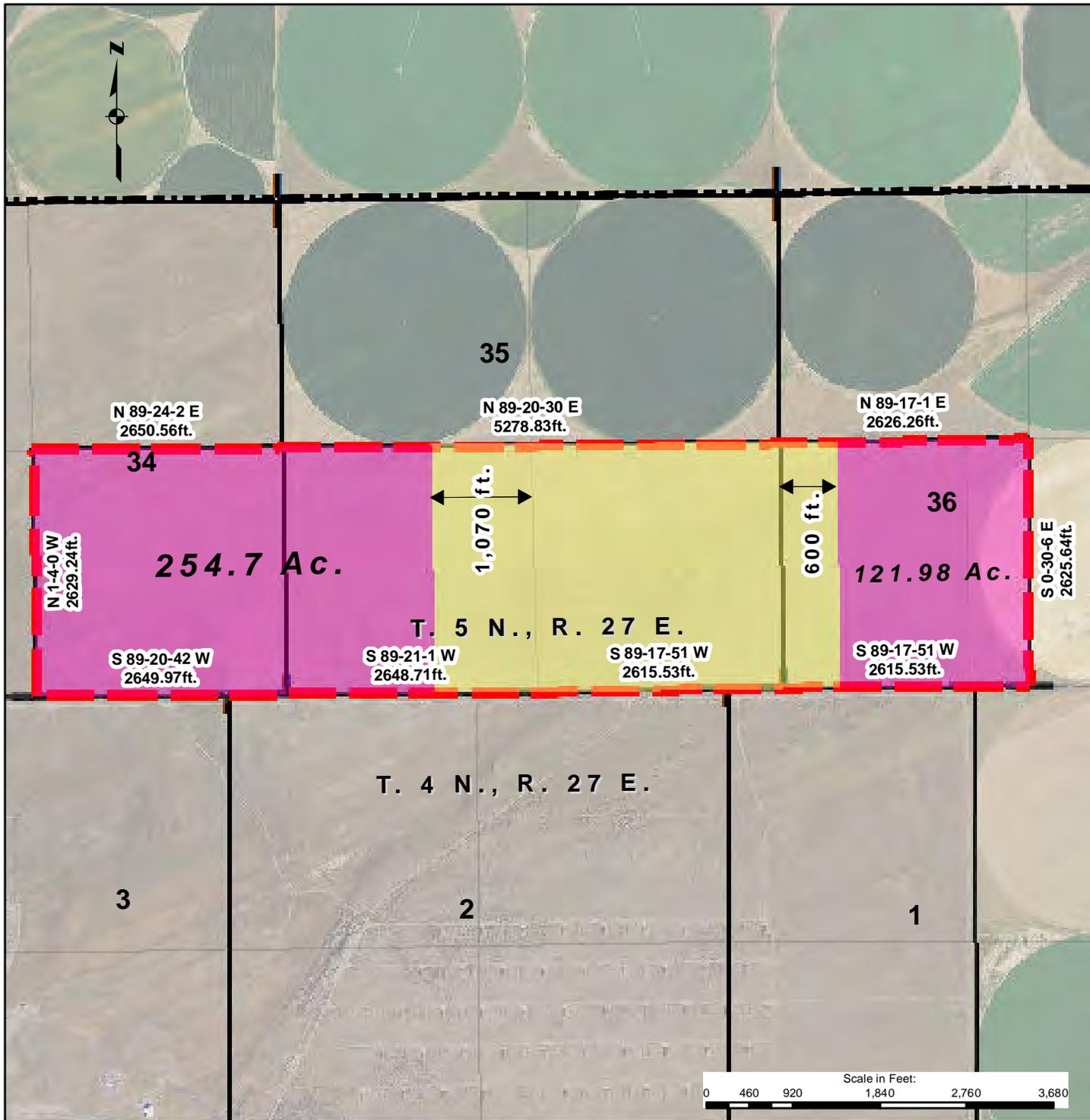
**Containing a total of 376.68 acres, more or less.**

**Although information from Land Surveys may have been used in the creation of this document, in no way does this document represent or constitute a Land Survey.**

By: OJV 20 Nov 2018  
Checked: JEF 20 Nov 2018  
MAP: \\UMADA - UMATILLA\Tasks\Site 39 & Landfill  
DWG: Adj-LUC-Site39.mxd  
Doc: 002502.docx



# UMATILLA CHEMICAL DEPOT SITE 39 LAND ADJACENT TO LAND USE CONTROLS



### Legend

- Site 39 Restriction: Agricultural and Limited Recreational Use
- Site 39 Notice: Area Adjacent to Former MEC Testing
- Site 39 Boundary
- Project\_Boundary
- Section
- Qtr Section
- Township
- 16th
- Gov't Lots

DISCLAIMER - While the United States Army Corps of Engineers, (hereinafter referred to USACE) has made a reasonable effort to insure the accuracy of the maps and associated data, it should be explicitly noted that USACE makes no warranty, representation or guaranty, either express or implied, as to the content, sequence, accuracy, timeliness or completeness of any of the data provided herein. The USACE, its officers, agents, employees, or servants shall assume no liability of any nature for any errors, omissions, or inaccuracies in the information provided regardless of how caused. The USACE, its officers, agents, employees or servants shall assume no liability for any decisions made or actions taken or not taken by the user of the maps and associated data in reliance upon any information or data furnished here. By using these maps and associated data the user does so entirely at their own risk and explicitly acknowledges that he/she is aware of and agrees to be bound by this disclaimer and agrees not to present any claim or demand of any nature against the USACE, its officers, agents, employees or servants in any forum whatsoever for any damages of any nature whatsoever that may result from or may be caused in any way by the use of the maps and associated data.

**Umatilla Chemical Depot  
Land Use Control Inspection Checklist  
UMAD-0047 Deactivation Furnace**

**Inspection Date:** \_\_\_\_\_ **Time of Inspection:** \_\_\_\_\_

**Location:** See attached maps \_\_\_\_\_

**Weather Condition:** \_\_\_\_\_

**Land Use Restrictions in Place:**

1. No residential or agricultural use of the site.
2. No nursing home or assisted living facilities or use.
3. No occupation or use by children (including, but not limited to no child care, playgrounds or educational facilities through 12 grade).

**Inspection:**

1. Evidence of residential or agricultural use:
2. Evidence of nursing home or assisted living facilities:
3. Evidence of use by children:
4. Evidence of use, trespassing, vandalism, or damage:
5. Additional comments:

**Maintenance performed:**

**Non-Compliance:**

**Inspected By:**

\_\_\_\_\_

Print Name and Affiliation

\_\_\_\_\_

Signature

\_\_\_\_\_

Date

**LEGAL DESCRIPTION**

The preceding legal description is based on a surveys done by Ferguson Survey & Engineering for the Oregon Military Department, titled **"Camp Rees License Boundary"**. Filed in both Morrow County as Map of Survey #2014-1712C and in Umatilla County as Map of Survey #14-119-B, and a survey done for Columbia Development Authority, titled **"Umatilla Depot Survey"**. Filed in both Morrow County as Map of Survey #2016-1752D and in Umatilla County as Map of Survey #16-018-C:

A tract of land situated in the NW ¼ of Section 19, Township 4 North, Range 27 East, Willamette Meridian, Morrow County, more particularly described as follows:

**Commencing** at the northwest section corner of said section 19, thence south 85°00'29" east, a distance of 426.74 feet to the **Point of Beginning**.

Thence north 86°50'07" east, a distance of 613.31 feet;  
Thence south 03°09'53" east, a distance of 66.86 feet;  
Thence north 86°50'07" east, a distance of 65.00 feet;  
Thence south 03°09'53" east, a distance of 143.35 feet;  
Thence south 86°50'07" west, a distance of 65.00 feet;  
Thence south 03°09'53" east, a distance of 271.30 feet;  
Thence south 86°50'07" west, a distance of 67.51 feet;  
Thence south 03°09'53" east, a distance of 67.54 feet;  
Thence south 86°50'07" west, a distance of 65.56 feet;  
Thence south 03°09'53" east, a distance of 67.45 feet;  
Thence south 86°50'07" west, a distance of 67.02 feet;  
Thence south 03°09'53" east, a distance of 67.31 feet;  
Thence south 86°50'07" west, a distance of 66.34 feet;  
Thence south 03°09'53" east, a distance of 68.48 feet;  
Thence south 86°50'07" west, a distance of 132.35 feet;  
Thence south 03°09'53" east, a distance of 66.98 feet;  
Thence south 86°50'07" west, a distance of 147.70 feet;  
Thence south 03°09'53" east, a distance of 65.00 feet;  
Thence south 86°50'07" west, a distance of 334.78 feet;  
Thence north 03°09'53" west, a distance of 65.00 feet;  
Thence south 86°50'07" west, a distance of 65.00 feet;  
Thence north 03°09'53" west, a distance of 67.33 feet;  
Thence south 86°50'07" west, a distance of 68.27 feet;  
Thence north 03°09'53" west, a distance of 417.70 feet;  
Thence north 86°50'07" east, a distance of 66.17 feet;  
Thence north 03°09'53" west, a distance of 65.46 feet;  
Thence north 86°50'07" east, a distance of 132.37 feet;  
Thence north 03°09'53" west, a distance of 67.40 feet;

**UMATILLA CHEMICAL DEPOT**  
**Restrictive Use Area - Deactivation Furnace**

Ptn. Tr. 16  
**15.97 Ac.**

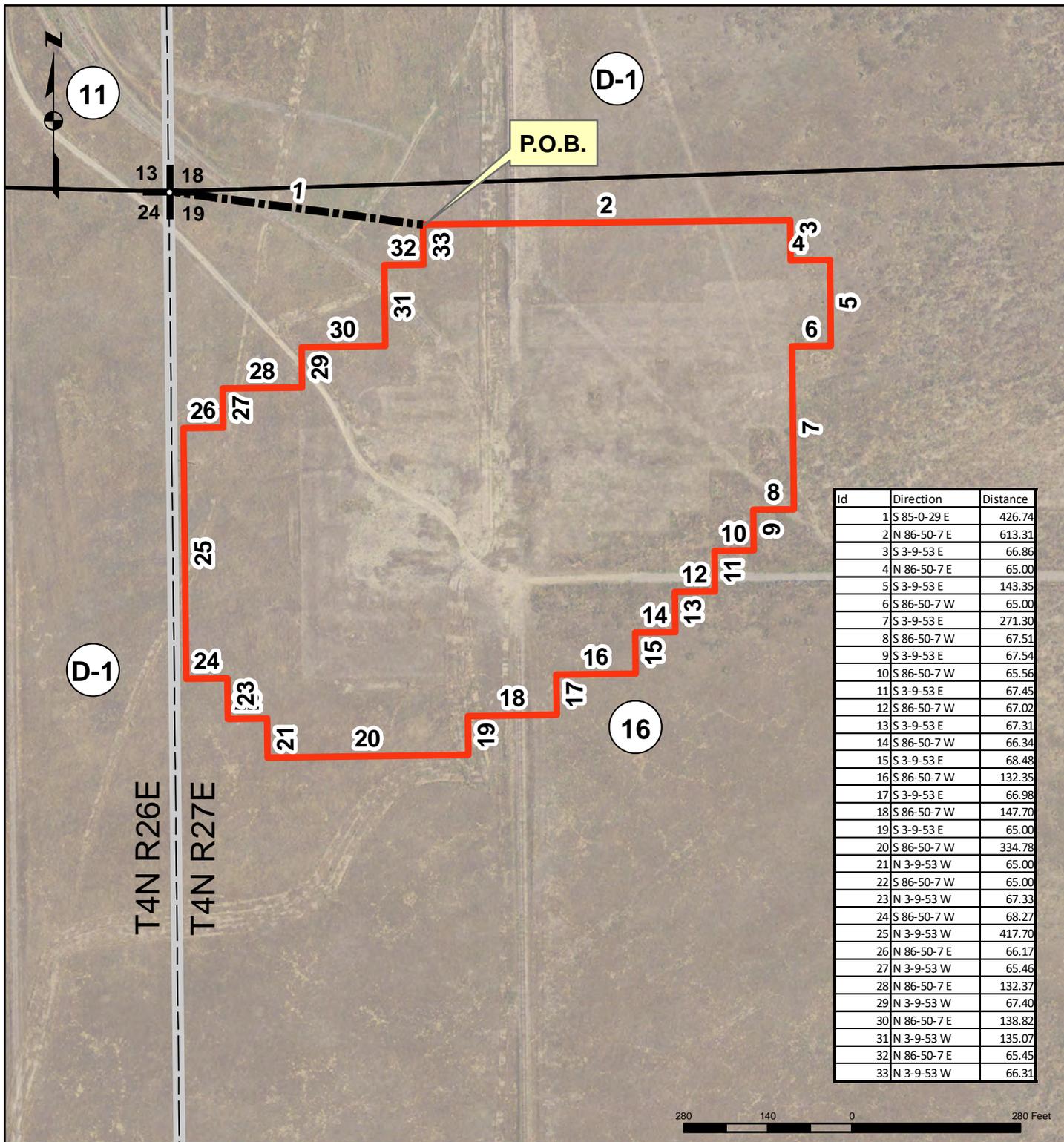
Thence north 86°50'07" east, a distance of 138.82 feet;  
Thence north 03°09'53" west, a distance of 135.07 feet;  
Thence north 86°50'07" east, a distance of 65.45 feet;  
Thence north 03°09'53" west, a distance of 66.31 feet to the **Point of Beginning**.

Contains 15.97 Acres, more or less.

By: OJV 25 MAY 2018  
Chkd: JEF 29 MAY 2018  
Mod:  
Loc: OrgProjects\Military\UMADA - UMATILLA\Tasks\ - Land use controls  
- \Deactivation Furnace (2)  
Map: LUC Deactivation Furnace.mxd  
Doc: 002494.docx



# UMATILLA CHEMICAL DEPOT LUC DEACTIVATION FURNACE



| Id | Direction   | Distance |
|----|-------------|----------|
| 1  | S 85-0-29 E | 426.74   |
| 2  | N 86-50-7 E | 613.31   |
| 3  | S 3-9-53 E  | 66.86    |
| 4  | N 86-50-7 E | 65.00    |
| 5  | S 3-9-53 E  | 143.35   |
| 6  | S 86-50-7 W | 65.00    |
| 7  | S 3-9-53 E  | 271.30   |
| 8  | S 86-50-7 W | 67.51    |
| 9  | S 3-9-53 E  | 67.54    |
| 10 | S 86-50-7 W | 65.56    |
| 11 | S 3-9-53 E  | 67.45    |
| 12 | S 86-50-7 W | 67.02    |
| 13 | S 3-9-53 E  | 67.31    |
| 14 | S 86-50-7 W | 66.34    |
| 15 | S 3-9-53 E  | 68.48    |
| 16 | S 86-50-7 W | 132.35   |
| 17 | S 3-9-53 E  | 66.98    |
| 18 | S 86-50-7 W | 147.70   |
| 19 | S 3-9-53 E  | 65.00    |
| 20 | S 86-50-7 W | 334.78   |
| 21 | N 3-9-53 W  | 65.00    |
| 22 | S 86-50-7 W | 65.00    |
| 23 | N 3-9-53 W  | 67.33    |
| 24 | S 86-50-7 W | 68.27    |
| 25 | N 3-9-53 W  | 417.70   |
| 26 | N 86-50-7 E | 66.17    |
| 27 | N 3-9-53 W  | 65.46    |
| 28 | N 86-50-7 E | 132.37   |
| 29 | N 3-9-53 W  | 67.40    |
| 30 | N 86-50-7 E | 138.82   |
| 31 | N 3-9-53 W  | 135.07   |
| 32 | N 86-50-7 E | 65.45    |
| 33 | N 3-9-53 W  | 66.31    |



### Legend

- Section Tie
- Section
- LUC Deactivation Furnace
- Qtr Section
- Township
- 16th
- Gov't Lots

## MEMORANDUM OF AGREEMENT

This Memorandum of Agreement (MOA) is by and between the Columbia Development Authority, a local government unit located at Two Marine Drive, P.O. Box 200, Boardman, Oregon 97818 (CDA), and the Confederated Tribes of the Umatilla Indian Reservation, a federally recognized Indian Tribe, located at 46411 Timine Way, Pendleton, Oregon 97801 (CTUIR). The CDA and CTUIR may be referred to individually as a Party, or jointly as the Parties.

## I. RECITALS

- A. The CDA was formed by and consists of representatives of Umatilla County, Morrow County, the Port of Umatilla, the Port of Morrow and the CTUIR. The CDA was originally established as a Local Reuse Authority (LRA) to oversee the destruction of the stockpile of chemical weapons at, and the transfer to the LRA of, the 17,165 acre Umatilla Army Chemical Depot (UMCD), located in Umatilla and Morrow counties. The LRA changed its name to the Columbia Development Authority in 2014.
- B. The UMCD was created by the U.S. Army in 1940 for military purposes, including the storage of chemical weapons, and was used by the Army for 70 years. The destruction of the chemical weapons stockpile was completed in 2011 and the UMCD base was closed in 2012. Pursuant to the Redevelopment Plan for the UMCD adopted in 2010, 7,500 acres of the UMCD has been transferred to the Oregon National Guard for a training center, 5,678 acres are classified as wildlife habitat, and 3,965 acres are allocated for industrial, agricultural and right-of-way development.
- C. The United States Army proposes to transfer the remaining 9,539 acres of the UMCD to the CDA (Depot Land) as depicted in the map attached as Exhibit 1 (Depot Map).
- D. Included in the Depot Land to be transferred by the Army to the CDA is 5,678 acres of land classified in the Redevelopment Plan as Wildlife Habitat and zoned by Umatilla County as Umatilla Depot Refuge Zone (UDR Zone) for wildlife management and related uses, which UDR Zone is depicted in the Depot Map.
- E. The UMCD is located within the aboriginal territory of the CTUIR as recognized by the U.S. Government in Article I of the CTUIR Treaty of 1855, 12 Stat. 945. The CDA and CTUIR have a strong interest in the protection of Properties of Religious and Cultural Significance (PRCS) within the Depot Land.

- F. The CDA and CTUIR are committed to being good neighbors and to the appropriate management of Depot Land transferred to the CDA, consistent with the Redevelopment Plan, for wildlife resource and habitat protection, and the development of industrial and agricultural lands as set forth in this MOA.

## II. LEGAL AUTHORITY

The Parties have the legal authority to enter and implement this MOA as follows:

- A. CDA: pursuant to ORS 190.110, which authorizes units of local government to negotiate agreements with Indian tribes. The CDA approved this MOA by motion at their meeting on April 5, 2019; and
- B. CTUIR: Article VI, Section 1(a) of the CTUIR Constitution which authorizes the Board of Trustees, the governing body of the CTUIR, to negotiate agreements with local governments. The Board of Trustees has approved this MOA by Resolution 19-\_\_\_\_ (April \_\_, 2019).

## III. CDA OBLIGATIONS

The CDA has agreed to the following:

- A. To transfer fee title to at least 4,000 acres of Depot Land the CDA receives from the U.S. Army, which lands include a portion of the Wildlife Habitat within the UDR Zone and are designated "CTUIR Land" in the Depot Map. The CDA transfer of the land to the CTUIR shall be made on an "as-is" and "where-is" basis. The CDA has made no representations to the CTUIR on the condition of the CTUIR Land. The land to be transferred by the CDA to CTUIR shall be subject to survey and legal description by the CTUIR pursuant to Section IV.D of this MOA.
- B. To ensure that the CTUIR and its tenants have access to utilities on the same basis as tenants of the CDA industrial and agricultural lands pursuant to easements negotiated by and acceptable to the Parties.
- C. Upon request by the CTUIR, the CDA commits to submitting letters to the Secretary of Interior and Bureau of Indian Affairs in support of the CTUIR application to have the CTUIR Land taken in trust for the CTUIR. The CDA will also request and recommend that both Umatilla and Morrow Counties and Ports of Umatilla and Morrow submit letters in support as well.
- D. To ensure that the CTUIR, its employees, Tribal members, tenants and agents have use of all roads within Depot Land under the CDA's jurisdiction for management, use and security of CTUIR Land pursuant to an easement negotiated by and acceptable to the Parties.

- E. To recognize and agree that the CTUIR may restrict public access to and/or use of CTUIR Land for wildlife management and security reasons.
- F. To negotiate with the CTUIR to allocate a portion of CDA groundwater rights to meet the needs of the CTUIR Land. The Parties understand that the water needed for CTUIR Land consists of water for wildlife habitat and a visitor's center.

#### IV. CTUIR OBLIGATIONS

The CTUIR has agreed to do the following:

- A. To accept fee title to and manage the CTUIR Land to protect, preserve and enhance wildlife resources and habitat and for other purposes as determined by the Board of Trustees.
- B. Upon request of the CDA, the CTUIR will negotiate in good faith with the CDA for management of that portion of the Wildlife Habitat tract (1,600+/- acres) owned by CDA and zoned by Umatilla County as UDR Zone.
- C. To use the proceeds the CTUIR receives from the sale, lease, or other disposition of the Farm Parcel to manage the CTUIR Land and for other purposes as determined by the Board of Trustees.
- D. Upon the Parties execution of this MOA, the CTUIR will contract to have a survey and legal description of the CTUIR Land prepared at the CTUIR's expense which survey shall include the 1861 Old Emigrant Wagon Road (35UM498) and utility easements. The survey and legal description will be used to prepare the deed to transfer title of the surveyed portion of Depot Land to the CTUIR.
- E. To grant to the CDA a utility ROW to serve CDA industrial lands that is a minimum of 150 feet wide along the eastern boundary of Depot Land designated as the Utility ROW on the Depot Map. The width of the Utility ROW may be expanded as mutually agreed by the Parties to serve the economic development project referred to in Section V.A. of this MOA. The Utility ROW and associated utilities shall be designed to provide necessary infrastructure for the benefit of both Parties that minimizes impact to wildlife habitat.
- F. To permit the CDA, its employees, tenants and agents, to use the existing road across the CTUIR Land to access the land referred to on the Depot Map as Heavy Industrial Zone, pursuant to an easement negotiated by and mutually agreeable to the Parties.
- G. To grant to the CDA a utility ROW for existing utility lines serving the Heavy Industrial Zone as shown on the Depot Map, pursuant to an easement negotiated by and mutually agreeable to the Parties

## V. JOINT CDA-CTUIR OBLIGATIONS

The Parties have agreed to the following:

- A. To work cooperatively to attract a singular economic development project (agreed to by both Parties), to CDA land within Umatilla County and/or to CTUIR Land to generate the revenues needed for the development, improvement and management of the Parties' Depot Land. Any such economic development project shall be covered by a "Development Agreement" between the CDA and CTUIR with the revenues to be split evenly between the Parties regardless of the location of the economic activity on Depot Land. Nothing shall preclude the Parties to this Agreement from developing future projects for their respective and sole benefit, or from entering into other joint development agreements for the mutual benefit of both CDA and CTUIR.
- B. To work cooperatively to achieve compliance with all applicable federal, state, tribal and local cultural resource protection laws and to protect and preserve Properties of Religious and Cultural Significance, including but not limited to the Coyote Coulee and Oregon Trail, located on Depot Land.
- C. To develop and maintain a good neighbor relationship between the Parties so that the goals of each Party for the management and development of Depot Land can be achieved.
- D. To work cooperatively to develop, fund and provide fire prevention, law enforcement, emergency response and security services to Depot Land as the budget of the Parties permit.
- E. The terms of the sale, lease, or other disposition of the 39.59 acre agricultural tract now designated as the Farm Parcel on the Depot Map shall be mutually agreed upon by the CDA and CTUIR, and the proceeds from such sale or disposition shall be shared equally by the Parties.
- F. To work cooperatively to ensure that the development, use and management of Depot Land by the Parties is carried out in a manner that recognizes and seeks to minimize impact to the wildlife resources and habitat and the cultural and historic properties located on Depot Land.
- G. That each Party may use and manage Depot Land they own as determined by that Party in accord with applicable federal, state, tribal, and local law.
- H. The Parties agree that neither will take title to nor management of the landfill area designated on the Depot Map.

## VI. CONTACTS

## A. CDA:

Greg Smith, Executive Director  
Address:  
P.O. Box 200  
Boardman, Oregon 97818-0200  
Phone: 541-377-0000  
Email: [columbiadirector@gmail.com](mailto:columbiadirector@gmail.com)

Loren D. Snow, CDA Attorney  
Address:  
Schwabe, Williamson & Wyatt  
1211 SW 5<sup>th</sup> Avenue, Suite 1800  
Portland, OR 97204  
Phone: 503-796-2879  
Email: [LSnow@SCHWABE.com](mailto:LSnow@SCHWABE.com)

## B. CTUIR:

Ted Wright, Executive Director  
Address: 46411 Timine Way  
Pendleton, OR 97801  
Phone: 541-429-7362  
Email: [TedWright@ctuir.org](mailto:TedWright@ctuir.org)

Naomi Stacy, Lead Attorney  
Address: 46411 Timine Way  
Pendleton, OR 97801  
Phone: 541-429-7405  
Email: [NaomiStacy@ctuir.org](mailto:NaomiStacy@ctuir.org)

## VII. DISPUTE RESOLUTION

The Parties commit to working cooperatively and constructively to implement the terms of this MOA. If a dispute arises between the Parties under this MOA, the Parties agree to commit the personnel, resources and time to resolve the matter at the earliest opportunity and at the lowest level of management. The Party that claims that a dispute exists shall submit to the other Party a written description of the factual basis for the dispute, the violation of law or agreement that is involved and the remedy sought. In the event a dispute cannot be resolved informally by the Parties' staff, the matter shall be referred to the Executive Director of the CDA and the CTUIR for resolution. The Parties' Executive Directors shall meet as soon as practicable to address the dispute. If the Parties' Executive Directors are unable to resolve the dispute to the mutual satisfaction of both parties, the matter shall be submitted to the CDA Board of Directors and CTUIR Board of Trustees for resolution.

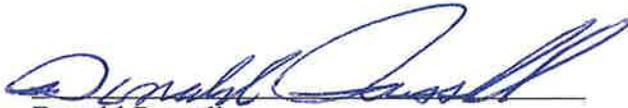
VIII. AMENDMENT TO MOA

The Parties may amend this MOA provided that the amendment is in writing, has been approved by the governing body of each Party and has been executed by an authorized officer of each Party.

IX. EFFECTIVE DATE OF MOA

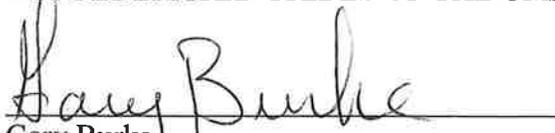
This MOA shall be effective April 1, 2019.

COLUMBIA DEVELOPMENT AUTHORITY



Donald Russell  
Chairman

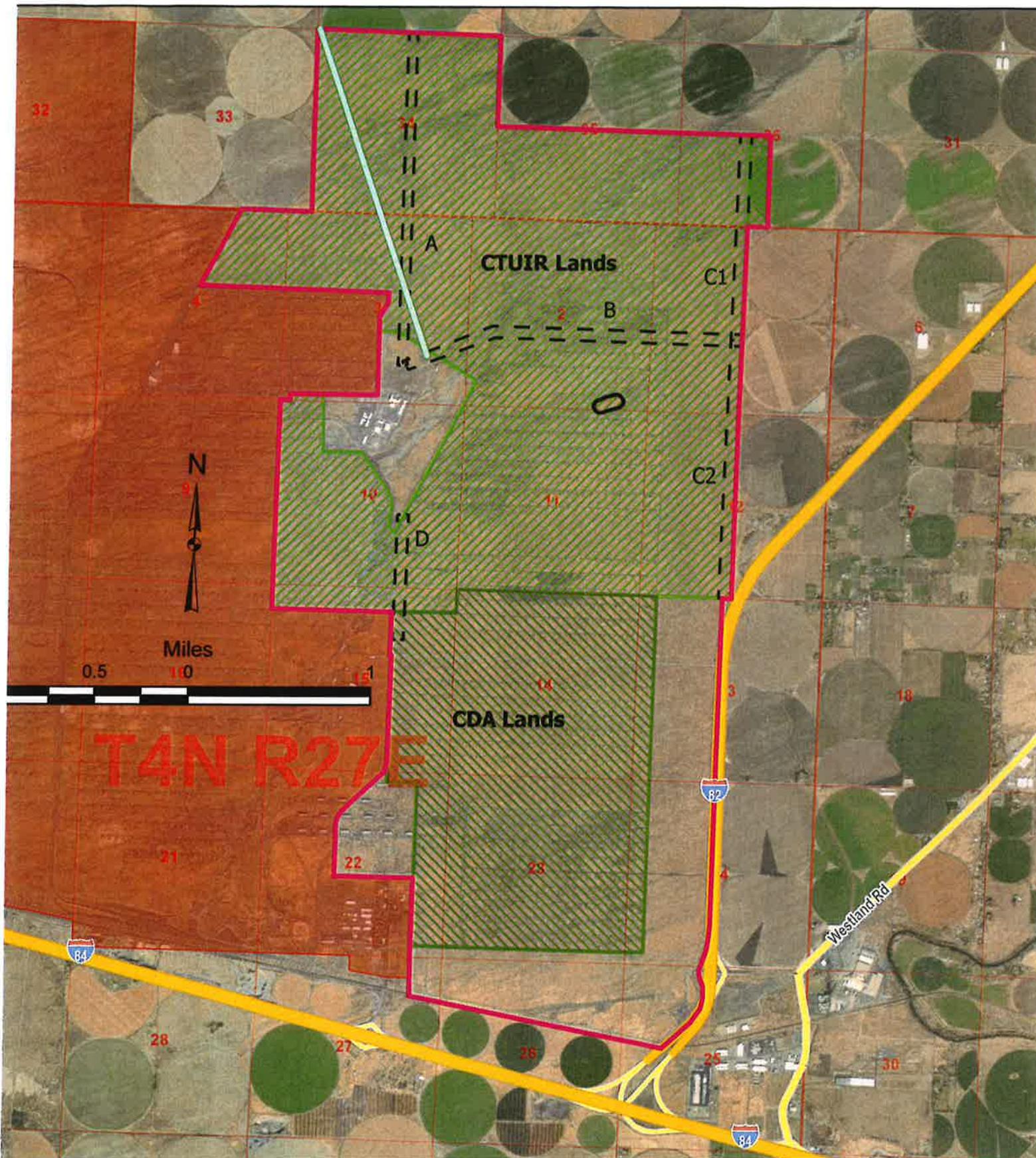
CONFEDERATED TRIBES OF THE UMATILLA INDIAN RESERVATION



Gary Burke  
Chairman, Board of Trustees

Exhibit 1 - Depot Map

# UMCD/CDA Depot Land



- Major Highways
- Highways
- Major Roads
- Ramps
- Utility ROW
- Townships
- Sections
- Depot Land
- Oregon Military Dept.
- CTUIR Land
- CDA Land
- Farm Parcel
- Landfill
- Cascade Natural Gas Line

Map produced by the Confederated Tribes of the Umatilla Indian Reservation (CTUIR) GIS Program.

No warranty is made for this information beyond the purpose intended by CTUIR staff. Any damages of interests or property of the CTUIR shall be the sole liability and responsibility of the party disclosing the information without prior



**AGREEMENT FOR SERVICES  
INTERGOVERNMENTAL AGREEMENT  
Industrial Property Road Improvements  
Columbia Development Authority (CDA)**

**THIS AGREEMENT** is made and entered into by and between the STATE OF OREGON, acting by and through its Department of Transportation, hereinafter referred to as "State" or "ODOT," and the Columbia Development Authority (CDA), , hereinafter referred to as "CDA," both herein referred to individually as "Party" and collectively as "Parties."

**RECITALS**

1. By the authority granted in Oregon Revised Statute (ORS) 190.110, a state agency may enter into agreements with units of local government and intergovernmental entities for the performance of any or all functions and activities that state agency, its officers, or agents have the authority to perform.
2. This Agreement is between ODOT and The Columbia Development Authority (CDA), which is an intergovernmental entity created pursuant to ORS 190.003 to ORS 190.085 and ORS 190.110, and an intergovernmental agreement executed on August 12, 2014. The CDA is comprised of the following agencies: Morrow County and Umatilla County, both political subdivisions of the State of Oregon, the Confederated Tribes of the Umatilla Indian Reservation (CTUIR), a Federally recognized Indian Tribe, and the Port of Morrow, and the Port of Umatilla, both port districts and municipal corporations of the State of Oregon. The group was formally known as the Local Redevelopment Authority (LRA). The CDA's purposes include overseeing the development of an economic diversification strategy and development of economic opportunities through the transition of portions of the former Umatilla Army Depot Area from military to civilian uses.
3. The United States Army ("Army") intends to convey to the CDA 9511.37 acres of the former Umatilla Army Depot, a depiction and vicinity map of which are included herein as Exhibit A, which is referred to herein as the "Property." The United States Army - National Guard Bureau will retain ownership of the portions of the former Umatilla Army Depot not conveyed to the CDA. The Oregon Military Department ("OMD") is the licensee of the Army – National Guard Bureau.

The Parties therefore agree as follows:

**TERMS OF AGREEMENT**

1. Under such authority, State and CDA agree that CDA shall design and construct roadways within the Property that will connect to the Westland Road Interchange, at Exit

10 off of Interstate 82 (I-82) as further depicted in Exhibit A, ("Project"). The Project shall include constructing access roads within the Property. The location of the Project is as described and shown in attached "Exhibit A".

2. The Project will be financed at an estimated cost of \$7,000,000 in state funding (the "Funds"), which consists of Preliminary Engineering Funds and Construction Funds. CDA shall be responsible for any nonparticipating costs, and Project costs beyond the estimate.
  - a. Preliminary Engineering Funds shall be released to CDA upon CDA securing a right of entry to the Property from the Army or upon transfer of the Property ownership from the Army to the CDA, whichever occurs first.
  - b. Construction funding shall be released to CDA upon transfer of the Property ownership from the Army to the CDA and review and approval of Project plans by State.
3. The Parties' obligations under this Agreement are contingent upon the following occurring: (1) CDA securing a right of entry from the Army Depot, and (2) transfer of the Property from the Army to the CDA. In the event that one or both of these events does not occur, ODOT may terminate the Agreement.
4. Upon request to ODOT and with written approval from ODOT, CDA may hire a consultant or contractor to help deliver the Project, consistent with the requirements of this Agreement.
5. **Exhibits Attached and Incorporated.**
  - c. This Agreement includes the following exhibits, each of which is attached and incorporated into this Agreement by reference:
    - Exhibit TCD –Terms, Conditions and Definitions
    - Exhibit A – Project Description and Vicinity Map
6. **Order of Precedence.** Unless a different order is required by law, this Agreement shall be interpreted in the following order of precedence:
  - 1) This Agreement (including all amendments, if any) less all Exhibits, attachments and other documents and information incorporated into this Agreement,
  - 2) Exhibit TCD,
  - 3) Exhibit A, Project Description and Vicinity Map,
  - 4) Any other attachments,
  - 5) Any documents/information incorporated into this Agreement by reference.

This provision survives expiration or termination of the Agreement.

7. **Term of Agreement; Effective Date.** This Agreement shall become effective on the date all required signatures are obtained and shall terminate upon final payment of the Project. Project construction shall be completed by December 31, 2027, including all final payments and project closeout requirements. Maintenance obligations shall survive termination of this Agreement.

## **CDA OBLIGATIONS**

1. CDA shall construct the Project as described in Paragraph 1 of Terms of Agreement.
2. If it has not yet assumed ownership of the Property, CDA shall obtain permission to enter and work on the Property from the Army prior to starting Preliminary Engineering work. CDA shall obtain written documentation from the Army to verify its right of entry.
3. CDA shall submit invoices for the eligible actual costs incurred on behalf of the Project directly to State's Project Manager/State Contact listed in this Agreement for review and approval. Such invoices shall be in a form identifying the Project, key number, the Agreement number, the Project phase and amount charged to each (such as preliminary engineering, right of way, and construction), the invoice number, and will itemize all expenses for which reimbursement is claimed. Invoices shall be presented for periods greater than one month, based on actual expenses incurred and must clearly specify the percentage of completion of the Project. CDA shall also include with the invoice a Project progress report or summary that describes work accomplished for the period being invoiced and work expected for the next invoicing period. Project related travel expenses shall be reimbursed in accordance with the current State of Oregon Department of Administrative Services rates.
4. CDA shall be responsible for securing the conveyance of the Property from the Army to CDA. CDA shall notify State upon transfer of the Property from the Army to CDA.
5. CDA shall conduct the necessary preliminary engineering and design work required to produce final plans, specifications and cost estimates in accordance with current state and federal laws and regulations; obtain all required permits; be responsible for all utility relocations; advertise for bid proposals; award all contracts; perform all construction engineering; and make all contractor payments required to complete Project.
6. CDA shall submit all of the following items to the State Contact, at Project completion and prior to final payment:

- a. Final Project Completion Inspection Form 734-5063 (completed with State Contact)
  - b. Final Cost; and
  - c. As-Constructed Drawings
  - d. Confirmation that road system is dedicated for public use.
7. Once the Property has been conveyed to CDA, the Parties do not anticipate that any additional right of way will need to be acquired for this Project; however, should right of way acquisition become necessary, State and CDA shall enter into a separate Right of Way Services Agreement. Any ROW acquisition will be done in accordance with state statute.
8. **Americans with Disabilities Act Compliance:**
  - a. **State Highway: For portions of the Project located on or along the State Highway System or a State-owned facility (“state highway”):**
    - i. CDA shall utilize ODOT standards to assess and ensure Project compliance with Section 504 of the Rehabilitation Act of 1973 and the Americans with Disabilities Act of 1990 as amended (together, “ADA”), including ensuring that all sidewalks, curb ramps, and pedestrian-activated signals meet current ODOT Highway Design Manual standards;
    - ii. CDA shall follow ODOT’s processes for design, construction, or alteration of sidewalks, curb ramps, and pedestrian-activated signals, including using the ODOT Highway Design Manual, ODOT Design Exception process, ODOT Standard Drawings, ODOT Construction Specifications, providing a temporary pedestrian accessible route plan and current ODOT Curb Ramp Inspection form;
    - iii. At Project completion, CDA shall send a completed ODOT Curb Ramp Inspection Form 734-5020 to the address on the form and to State’s Project Manager for each curb ramp constructed or altered as part of the Project. The completed form is the documentation required to show that each curb ramp meets ODOT standards and is ADA compliant. ODOT’s fillable Curb Ramp Inspection Form and instructions are available at the following address:  
  
<https://www.oregon.gov/ODOT/Engineering/Pages/Accessibility.aspx>
    - iv. CDA shall promptly notify ODOT of Project completion and allow ODOT to inspect Project sidewalks, curb ramps, and pedestrian-activated signals located on or along a state highway prior to acceptance of Project by CDA and prior to release of any CDA contractor.

- v. CDA shall ensure that temporary pedestrian routes are provided through or around any Project work zone. Any such temporary pedestrian route shall include directional and informational signs, comply with ODOT standards, and include accessibility features equal to or better than the features present in the existing pedestrian facility. CDA shall also ensure that advance notice of any temporary pedestrian route is provided in accessible format to the public, people with disabilities, disability organizations, and ODOT at least 10 days prior to the start of construction.
- b. Local Roads: For portions of the Project located on property or facilities that are not on or along a state highway:
- i. CDA shall ensure that the Project, including all sidewalks, curb ramps, and pedestrian-activated signals, is designed, constructed and maintained in compliance with the ADA.
  - ii. CDA may follow the processes of Morrow County or Umatilla County, or may use ODOT's processes, for design, construction, or alteration of Project sidewalks, curb ramps, and pedestrian-activated signals, including using the ODOT Highway Design Manual, ODOT Design Exception process, ODOT Standard Drawings, ODOT Construction Specifications, providing a temporary pedestrian accessible route plan and current Curb Ramp Inspection form, available at:  
  
<https://www.oregon.gov/ODOT/Engineering/Pages/Accessibility.aspx>  
  
Additional ODOT resources are available at the above-identified link. ODOT has made its forms, processes, and resources available for Agency's use and convenience.
  - iii. CDA assumes sole responsibility for ensuring that the Project complies with the ADA, including when CDA uses ODOT forms and processes. CDA acknowledges and agrees that ODOT is under no obligation to review or approve Project plans or inspect the completed Project to confirm ADA compliance.
  - iv. CDA shall ensure that temporary pedestrian routes are provided through or around any Project work zone. Any such temporary pedestrian route shall include directional and informational signs and include accessibility features equal to or better than the features present in the existing pedestrian route. CDA shall also ensure that advance notice of any temporary pedestrian route is provided in accessible format to the public, people with disabilities, and disability organizations prior to the start of construction.

- c. CDA shall ensure that any portions of the Project under CDA's maintenance jurisdiction are maintained in compliance with the ADA throughout the useful life of the Project. This includes, but is not limited to, CDA ensuring that:
          - i. Pedestrian access is maintained as required by the ADA,
          - ii. Any complaints received by CDA identifying sidewalk, curb ramp, or pedestrian-activated signal safety or access issues are promptly evaluated and addressed,
          - iii. CDA, or abutting property owner, pursuant to local code provisions, performs any repair or removal of obstructions needed to maintain the facility in compliance with the ADA requirements that were in effect at the time the facility was constructed or altered,
          - iv. Any future alteration work on Project or Project features during the useful life of the Project complies with the ADA requirements in effect at the time the future alteration work is performed, and
          - v. Applicable permitting and regulatory actions are consistent with ADA requirements.
        - d. Maintenance obligations in this section shall survive termination of this Agreement.
9. Upon completion of the Project, CDA shall at its own expense, maintain, operate, and provide power as needed on the improvements made as part of this Agreement, at a minimum level that is consist with normal depreciation and/or service demand and throughout the useful life of the Project. State and CDA agree that the useful life of this Project is defined as seventy-five (75) years. Maintenance and power responsibilities shall survive any termination of the Agreement. No work is anticipated on ODOT right of way other than minor work to tie the Project in to the existing highway. Should any other Project features need to be installed or constructed on ODOT right of way, then CDA and ODOT shall either amend this Agreement or enter into a separate Agreement to address construction and maintenance obligations; prior to work being done.
10. CDA shall comply with all federal, state, and local laws, regulations, executive orders and ordinances applicable to the work under this Agreement, including, without limitation, the provisions of ORS 279C.505, 279C.515, 279C.520, 279C.530 and 279B.270 incorporated herein by reference and made a part hereof. Without limiting the generality of the foregoing, CDA expressly agrees to comply with (i) Title VI of Civil Rights Act of 1964; (ii) Title V and Section 504 of the Rehabilitation Act of 1973; (iii) the Americans with Disabilities Act of 1990 and ORS 659A.142;

(iv) all regulations and administrative rules established pursuant to the foregoing laws; and (v) all other applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations.

11. Utility relocation or reconstruction may or may not be an eligible Project expense according to the following standard:
  - a. The expense is an eligible expense if the owner of the utility facility possesses a property right for its location on the public right of way.
  - b. The expense is not an eligible expense if the owner of the utility facility does not possess a property right for its location, but the facility exists on the public right of way solely under the permission of a road authority, whether that permission is expressed or implied, and whether written or oral.
12. If CDA enters into a construction contract for performance of work for the Project, then CDA will include provisions in that contract requiring its contractor to comply with the following:
  - a. Contractor and CDA shall name State as a third party beneficiary of the resulting contract.
  - b. Contractor shall indemnify, defend and hold harmless State from and against all claims, suits, actions, losses, damages, liabilities, costs and expenses of any nature whatsoever resulting from, arising out of, or relating to the activities of Contractor or its officers, employees, sub-contractors, or agents under the resulting contract.
  - c. Commercial General Liability. Contractor shall obtain, at Contractor's expense, and keep in effect during the term of the resulting contract, Commercial General Liability Insurance covering bodily injury and property damage in a form and with coverages that are satisfactory to State. This insurance shall include personal and advertising injury liability, products and completed operations, and contractual liability coverage.  
Coverage shall be written on an occurrence basis in an amount of not less than  
 \$1,000,000  \$2,000,000  \$5,000,000 for each job site or location. Each annual aggregate limit shall not be less than  \$1,000,000  \$2,000,000  
 \$4,000,000  10,000,000.
  - d. Automobile Liability. Contractor shall obtain, at Contractor's expense, and keep in effect during the term of the resulting contract, Commercial Business Automobile Liability Insurance covering all owned, non-owned, or hired vehicles for bodily injury and property. This coverage may be written in combination with the Commercial General Liability Insurance (with separate limits for Commercial General Liability and Automobile Liability). Combined single limit per occurrence shall not be less than \$1,000,000.

- e. Additional Insured Endorsement. The liability insurance coverage, except Professional Liability, Errors and Omissions, or Workers' Compensation, if included, required for performance of the resulting contract will include State and its divisions, officers and employees as Additional Insured but only with respect to the Contractor's activities to be performed under the resulting contract. Coverage shall be primary and non-contributory with any other insurance and self-insurance.
  - f. Notice of Cancellation or Change. There shall be no cancellation, material change, potential exhaustion of aggregate limits or non-renewal of insurance coverage(s) without thirty (30) days written notice from the Contractor or its insurer(s) to State. Any failure to comply with the reporting provisions of this clause shall constitute a material breach of the resulting contract and shall be grounds for immediate termination of the resulting contract and this Agreement.
13. CDA covenants and agrees that, in the event of the dissolution of the CDA, CDA shall not assign any debts, liabilities, or obligations arising under or related to this Agreement to CTUIR, unless CTUIR first executes a limited waiver of sovereign immunity in a form acceptable to State that enables State to enforce this Agreement directly against CTUIR.
14. CDA's Project Manager for this Agreement is Greg Smith, CDA Director, PO Box 200, Boardman, Oregon 97818. Phone: (541) 481-3693. columbiadirector@gmail.com, or assigned designee upon individual's absence.

## **STATE OBLIGATIONS**

1. State shall allow CDA to enter onto State right of way, in order for CDA to perform duties set forth in this Agreement. CDA shall obtain a miscellaneous permit to occupy State right of way through the State District 12 Office prior to entering State right of way.
2. State shall reimburse CDA eligible costs for the Project, up to the maximum amount of state funds committed for the Project, in Terms of Agreement, Paragraph 2 of this Agreement. Reimbursements shall be made by State within forty-five (45) days of State's approval of a request for reimbursement from CDA, except that final payment will be withheld until the State's Project Manager has completed final project inspection and project acceptance.
3. State shall release Preliminary Engineering (PE) Funds and Construction (CON) Funds to CDA as provided in Terms of Agreement Paragraph 2.
4. State's Contact for this Project is: Project Manager/State Contact, Michelle Tragesser, Oregon Department of Transportation, 3012 Island Avenue, La Grande, Oregon 97850. Phone: (541) 963-1353, michelle.tragesser@odot.oregon.gov, or assigned designee upon individual's absence.

## GENERAL OBLIGATIONS

1. **Termination.** This Agreement may be terminated by mutual written consent of all Parties. State may terminate this Agreement effective upon delivery of written notice to CDA, or at such later date as may be established by State, under any of the following conditions:
  - i. If CDA fails to provide the services called for by this Agreement within the time specified herein or any extension thereof.
  - ii. If CDA fails to perform any of the other provisions of this Agreement, or so fails to pursue the work as to endanger performance of this Agreement in accordance with its terms, and after receipt of written notice from State fails to correct such failures within ten (10) days or such longer period as State may authorize. State shall specify the number of days in the written notice.
  - iii. If State fails to receive funding, appropriations, limitations or other expenditure authority sufficient to allow State, in the exercise of its reasonable administrative discretion, to continue to fund its obligations for performance of this Agreement.
  - iv. If federal or state laws, regulations or guidelines are modified or interpreted in such a way that either the work under this Agreement is prohibited or if State is prohibited from paying for such services from the planned funding source.
  - v. CDA fails to secure a right of entry from the Army.
  - vi. The transfer of the Property from the Army to the CDA does not occur.
- a. Any termination of this Agreement shall not extinguish or prejudice any rights or obligations accrued to the Parties prior to termination.
2. **Certification.** Each Party certifies and represents that the individual(s) signing this Agreement has been authorized to enter into and execute this Agreement on its behalf, under the direction or approval of its governing body, commission, board, officers, members or representatives, and to legally bind that Party.
3. **No Substitutions or Assignments.** CDA shall not assign, delegate or otherwise transfer any of its rights or obligations under this Agreement without first obtaining the written consent of State. State's consent to any subcontract (or other delegation of duties) does not relieve CDA of any of its duties or obligations under this Agreement. This Agreement is binding upon and inures to the benefit of each of the Parties, and, except as otherwise provided, their permitted legal successors and assigns.

4. **No Third Party Beneficiaries.** CDA and State are the only parties to this Agreement and are the only parties entitled to enforce its terms. Nothing in this Agreement gives, is intended to give, or shall be construed to give or provide any benefit or right, whether directly, indirectly or otherwise, to third persons unless such third persons are individually identified by name herein and expressly described as intended beneficiaries of the terms of this Agreement. This provision survives termination of the Agreement.
5. **Waiver; Amendment.** No waiver, consent, modification or change of terms of this Agreement shall bind either Party unless in writing and signed by both Parties and all necessary approvals have been obtained. Such waiver, consent, modification or change, if made, shall be effective only in the specific instance and for the specific purpose given. The failure of State to enforce any provision of this Agreement shall not constitute a waiver by State of that or any other provision. This provision survives termination of the Agreement.
6. **Notice.** Except as otherwise expressly provided in this Agreement, all notices to be given relating to this Agreement must be given in writing by email, personal delivery, or postage prepaid mail, to a Party's designated contact at the physical address or email address set forth in this Agreement, or to such other addresses as either Party may indicate pursuant to this paragraph. Any notice so addressed and mailed becomes effective five (5) days after mailing. Any notice given by personal delivery becomes effective when actually delivered. Any notice given by email becomes effective when the sender receives confirmation of receipt from the recipient (not an auto-reply). Except as set forth above in this paragraph, the Parties may agree to provide operational notices such as delivery, acceptance or rejection of services or deliverables by email as may be mutually agreed.
7. **Severability.** The Parties agree that if any term or provision of this Agreement is declared by a court of competent jurisdiction to be invalid, unenforceable, illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the Parties shall be construed and enforced as if the Agreement did not contain the particular term or provision held to be invalid. This provision survives termination of the Agreement.
8. **Counterparts.** This Agreement may be executed in several counterparts all of which when taken together shall constitute one agreement binding on all Parties, notwithstanding that all Parties are not signatories to the same counterpart. Each copy of this Agreement so executed shall constitute an original.
9. **Integration.** This Agreement and attached exhibits constitute the entire agreement between the Parties on the subject matter hereof. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Agreement.

**THE PARTIES**, by execution of this Agreement, hereby acknowledge that their signing representatives have read this Agreement, understand it, and agree to be bound by its terms and conditions.

**CDA**, by and through its

By \_\_\_\_\_  
Director

Date \_\_\_\_\_

**CDA Contact:**

Greg Smith, CDA Director  
PO Box 200  
Boardman, Oregon 97818  
(541) 481-3693  
columbiadirector@gmail.com

**State Contact:**

Michelle Tragesser, Project Manager/State  
Contact  
Oregon Department of Transportation  
3012 Island Avenue  
La Grande, Oregon 97850  
(541) 963-1353  
michelle.tragesser@odot.oregon.gov

**STATE OF OREGON**, by and through  
its Department of Transportation

By \_\_\_\_\_  
Director

Date \_\_\_\_\_

**APPROVAL RECOMMENDED**

By \_\_\_\_\_  
State Traffic/Roadway Engineer

Date \_\_\_\_\_

By \_\_\_\_\_  
Region 5 Manager

Date \_\_\_\_\_

**APPROVED AS TO LEGAL  
SUFFICIENCY**

By \_\_\_\_\_  
Assistant Attorney General

Date \_\_\_\_\_

## EXHIBIT TCD – TERMS, CONDITIONS AND DEFINITIONS

**THIRD PARTY CLAIMS:** The following paragraphs 1 through 4 shall survive termination of the Agreement.

1. If any third party makes any claim or brings any action, suit or proceeding alleging a tort as now or hereafter defined in ORS 30.260 ("Third Party Claim") against State or CDA with respect to which the other Party may have liability, the notified Party must promptly notify the other Party in writing of the Third Party Claim and deliver to the other Party a copy of the claim, process, and all legal pleadings with respect to the Third Party Claim. Each Party is entitled to participate in the defense of a Third Party Claim, and to defend a Third Party Claim with counsel of its own choosing. Receipt by a Party of the notice and copies required in this paragraph and meaningful opportunity for the Party to participate in the investigation, defense and settlement of the Third Party Claim with counsel of its own choosing are conditions precedent to that Party's liability with respect to the Third Party Claim.
2. With respect to a Third Party Claim for which State is jointly liable with CDA (or would be if joined in the Third Party Claim), State shall contribute to the amount of expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred and paid or payable by CDA in such proportion as is appropriate to reflect the relative fault of State on the one hand and of CDA on the other hand in connection with the events which resulted in such expenses, judgments, fines or settlement amounts, as well as any other relevant equitable considerations. The relative fault of State on the one hand and of CDA on the other hand shall be determined by reference to, among other things, the Parties' relative intent, knowledge, access to information and opportunity to correct or prevent the circumstances resulting in such expenses, judgments, fines or settlement amounts. State's contribution amount in any instance is capped to the same extent it would have been capped under Oregon law, including the Oregon Tort Claims Act, ORS 30.260 to 30.300, if State had sole liability in the proceeding.
3. With respect to a Third Party Claim for which CDA is jointly liable with State (or would be if joined in the Third Party Claim), CDA shall contribute to the amount of expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred and paid or payable by State in such proportion as is appropriate to reflect the relative fault of CDA on the one hand and of State on the other hand in connection with the events which resulted in such expenses, judgments, fines or settlement amounts, as well as any other relevant equitable considerations. The relative fault of CDA on the one hand and of State on the other hand shall be determined by reference to, among other things, the Parties' relative intent, knowledge, access to information and opportunity to correct or prevent the circumstances resulting in such expenses, judgments, fines or settlement amounts. CDA's contribution amount in any instance is capped to the same extent it would have been capped under Oregon law, including the Oregon Tort Claims Act, ORS 30.260 to 30.300, if it had sole liability in the proceeding.

4. The Parties shall attempt in good faith to resolve any dispute arising out of this Agreement. In addition, the Parties may agree to utilize a jointly selected mediator or arbitrator (for non-binding arbitration) to resolve the dispute short of litigation.

## **RECORDS**

The Parties acknowledge and agree that State, the Oregon Secretary of State's Office, the federal government, and their duly authorized representatives shall have access to the books, documents, papers, and records of the Parties which are directly pertinent to the specific Agreement for the purpose of making audit, examination, excerpts, and transcripts for a period of six (6) years after completion of the Project and final payment. Copies of applicable records shall be made available upon request. Payment for costs of copies is reimbursable by the requesting party. This provision survives termination of the Agreement.

## **INDEPENDENT CONTRACTOR; EMPLOYMENT COSTS**

1. CDA shall perform the services under this Agreement as an independent contractor and shall be exclusively responsible for all costs and expenses related to its employment of individuals to perform the work under this Agreement including, but not limited to, retirement contributions, workers compensation, unemployment taxes, and state and federal income tax withholdings.
2. State reserves the right (i) to determine and modify the delivery schedule for the services and (ii) to evaluate the quality of the services; however, State may not and will not control the means or manner of CDA's performance. CDA is responsible for determining the appropriate means and manner of performing the services.
3. CDA understands and agrees that it is not an "officer," "employee," or "agent" of the State of Oregon, as those terms are used in ORS 30.265 or otherwise.

## **WORKERS COMP**

All employers, including the CDA and CDA's contractors, if any, that employ subject workers, as defined in ORS 656.027, who work under this Agreement in the State of Oregon shall comply with ORS 656.017 and shall provide the required Workers' Compensation Insurance coverage, unless such employers are exempt under ORS 656.126(2). The coverage shall include Employer's Liability Insurance with coverage limits of not less than \$500,000 for each accident. CDA shall ensure that each of its contractors complies with these requirements.

## **SUBCONTRACTOR REQUIREMENTS & INDEMNIFICATION**

1. CDA shall require its contractor(s) and subcontractor(s) that are not units of local government as defined in ORS 190.003, if any, to indemnify, defend, save and hold harmless the State of Oregon, Oregon Transportation Commission and its members, Department of Transportation and its officers, employees and agents from and against any and all claims, actions, liabilities, damages, losses, or expenses, including

attorneys' fees, arising from a tort, as now or hereafter defined in ORS 30.260 (Claims), to the extent such Claims are caused, or alleged to be caused by the negligent or willful acts or omissions of CDA's contractor or any of the officers, agents, employees or subcontractors of the contractor. It is the specific intention of the Parties that State shall, in all instances, except to the extent Claims arise from the negligent or willful acts or omissions of State, be indemnified from and against all Claims caused or alleged to be caused by the contractor or subcontractor.

2. Any such indemnification shall also provide that neither CDA's contractor or subcontractor nor any attorney engaged by CDA's contractor or subcontractor shall defend any claim in the name of the State of Oregon or any agency of the State of Oregon, nor purport to act as legal representative of the State of Oregon or any of its agencies, without the prior written consent of the Oregon Attorney General. The State of Oregon may, at any time at its election assume its own defense and settlement in the event that it determines that CDA's contractor or subcontractor is prohibited from defending the State of Oregon, or that CDA's contractor or subcontractor is not adequately defending the State of Oregon's interests, or that an important governmental principle is at issue or that it is in the best interests of the State of Oregon to do so. The State of Oregon reserves all rights to pursue claims it may have against CDA's contractor or subcontractor if the State of Oregon elects to assume its own defense.
3. CDA shall not enter into any subcontracts for any of the work scheduled under this Agreement without obtaining prior written approval from State.

#### **RIGHT OF ENTRY**

1. CDA grants State the right to enter onto CDA right of way for the performance of duties as set forth in this Agreement.
2. State grants CDA the right to enter onto State right of way for the performance of duties as set forth in this Agreement.
3. CDA shall obtain a miscellaneous permit to occupy State right of way through the State District 12 Office prior to entering State right of way.

**GOVERNING LAW; VENUE; CONSENT TO JURISDICTION:**

This Agreement shall be governed by and construed in accordance with the laws of the State of Oregon, without regard to principles of conflicts of laws. Any claim, action, suit or proceeding (collectively, "Claim") between the State and CDA that arises from or relates to the Agreement shall be brought and conducted solely and exclusively within the Circuit Court of Marion County for the State of Oregon; provided, however, if a Claim must be brought in a federal forum, then unless otherwise prohibited by law, it shall be brought and conducted solely and exclusively within the United States District Court for the District of Oregon. CDA HEREBY CONSENTS TO THE IN PERSONAM JURISDICTION OF SAID COURTS AND WAIVES ANY OBJECTION TO VENUE IN SUCH COURTS, AND WAIVES ANY CLAIM THAT SUCH FORUM IS AN INCONVENIENT FORUM. Nothing herein shall be construed as a waiver of the State's sovereign or governmental immunity, whether derived from the Eleventh Amendment to the United States Constitution or otherwise, or of any defenses to Claims or jurisdiction based thereon. This provision survives termination of the Agreement.

**COMPLIANCE WITH LAW**

CDA shall comply with all federal, state, and local laws, regulations, executive orders and ordinances applicable to the work under this Agreement, including, without limitation, the provisions of ORS 279B.220, 279B.225, 279B.230, 279B.235 and 279B.270 incorporated herein by reference and made a part hereof. Without limiting the generality of the foregoing, CDA expressly agrees to comply with (i) Title VI of Civil Rights Act of 1964; (ii) Title V and Section 504 of the Rehabilitation Act of 1973; (iii) the Americans with Disabilities Act of 1990, as amended, and ORS 659A.142; (iv) all regulations and administrative rules established pursuant to the foregoing laws; and (v) all other applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations

**NON-APPROPRIATION**

The State of Oregon's payment obligations under this Agreement are conditioned upon ODOT's receiving funding, appropriations, limitations, allotments, or other expenditure authority sufficient to allow ODOT, in the exercise of its reasonable administrative discretion, to meet its payment obligations under this Agreement. CDA is not entitled to receive payment under this Agreement from any part of Oregon state government other than ODOT. Nothing in this Agreement is to be construed as permitting any violation of Article XI, section 7 of the Oregon Constitution or any other law regulating liabilities or monetary obligations of the State of Oregon. This provision survives termination of the Agreement.

## REMEDIES

1. CDA default.
  - a. In the event CDA is in default under this Agreement, ODOT may, at its option, pursue any or all of the remedies available to it under this Agreement and at law or in equity, including, but not limited to: (i) termination of this Agreement, (ii) reducing or withholding payment for work or deliverables that CDA has failed to deliver within any scheduled completion dates or has performed inadequately or defectively, (iii) initiation of an action or proceeding for damages, specific performance, or declaratory or injunctive relief, including for interest within the limits of ORS 293.462, and (iv) exercise of its right of recovery of overpayments under this Agreement or setoff, or both.
  - b. These remedies are cumulative to the extent the remedies are not inconsistent, and ODOT may pursue any remedy or remedies singly, collectively, successively or in any order whatsoever.
2. ODOT default.
  - a. In the event ODOT is in default under this Agreement or in the event ODOT terminates this Agreement, CDA's sole remedy under the specific circumstances identified in 2.a.i and 2.a.ii will be:
    - i. For work compensable at a stated rate: A claim for unpaid invoices for work completed according to the requirements and acceptance criteria of this Agreement and for authorized expenses incurred and interest within the limits of ORS 293.462, less any claims ODOT has against CDA,
    - ii. For deliverable-based work: A claim for the sum designated for completing the deliverable multiplied by the percentage of work completed and accepted by CDA, plus authorized expenses incurred, and interest within the limits of ORS 293.462, less previous amounts paid for the deliverable and any claims ODOT has against CDA.
  - b. In no event will ODOT be liable to CDA for any expenses related to termination of this Agreement, including attorney fees. If previous amounts paid to CDA exceed the amount due to CDA, CDA shall promptly pay any excess to ODOT.
3. The rights and remedies set forth in this Agreement are not intended to be exhaustive and the exercise by either Party of any right or remedy does not preclude the exercise of any other rights or remedies at law or in equity.
4. This provision survives termination of the Agreement.

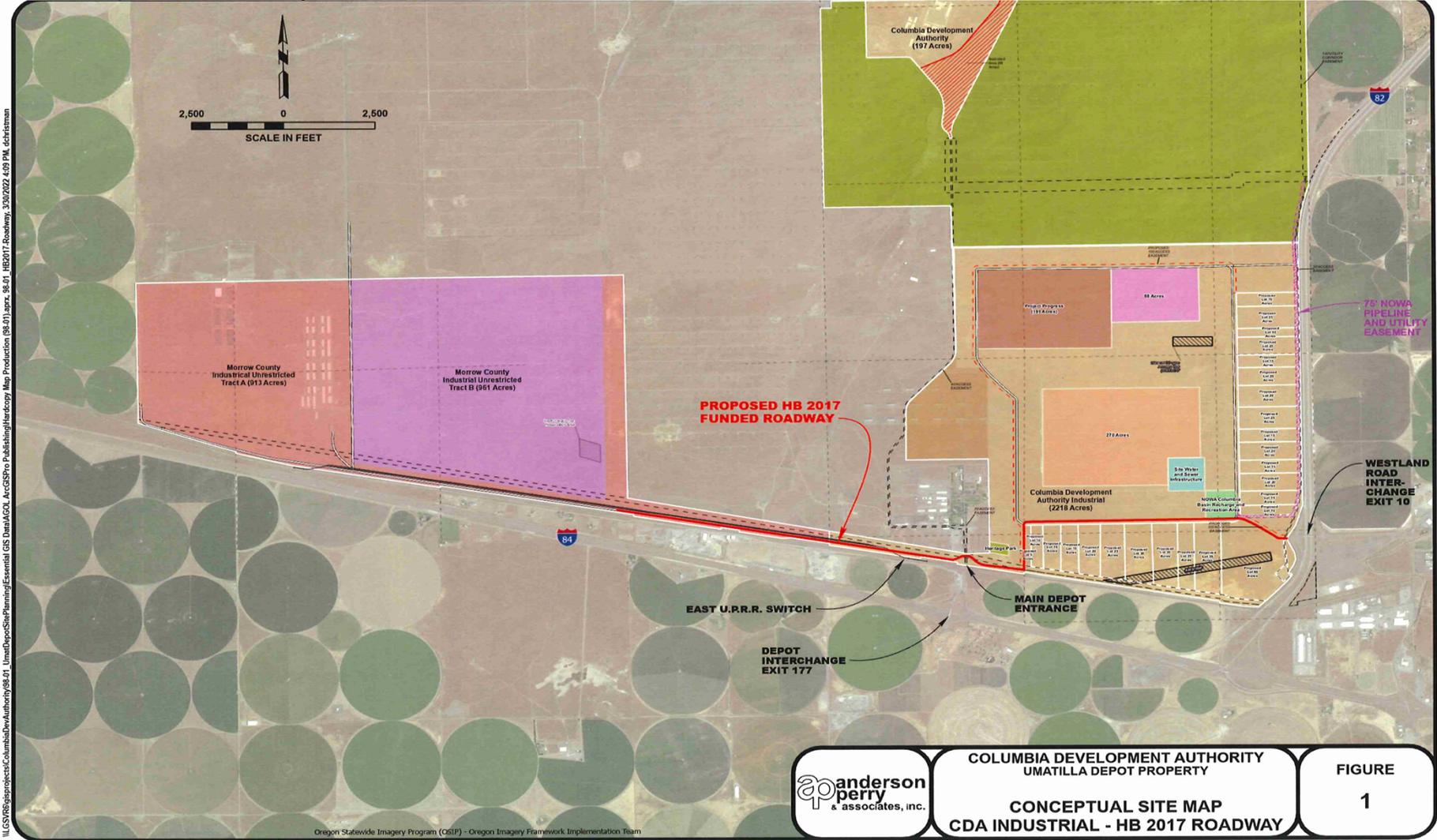
**EXHIBIT A**  
**PROJECT DESCRIPTION AND VICINITY MAP**  
**PROJECT: Industrial Property Road Improvements**

CDA shall construct improvements on the Property beginning near Army Depot Exit 10 off of Interstate 82 (I-82). CDA shall construct a road extending west from the I-82 interchange to the depot entrance, and then west along the southern border of the CDA Property toward the southwest corner of the CDA Property, as far as funds permit. Construction shall include intersection modifications slightly due west of the existing I-82 Exit 10 southbound off-ramp and constructing access roads into the Interstate Industrial Park.

Construction shall be completed by the deadline identified in Terms of Agreement Paragraph 7.

### PROJECT LOCATION MAP

The Project location is shown by the colored areas on the following map. The white line depicts the Project limits. The red line depicts the roadway.



## **EXHIBIT B - COMPENSATION AND PAYMENT PROVISIONS**

### **CDA OBLIGATIONS**

1. CDA shall present invoices for 100 percent of Eligible Costs incurred by CDA on behalf of the Project directly to State's project manager for review and approval. Under no conditions shall State's obligations exceed \$7,000,000 including all expenses.

- a. Such invoices shall be in a form identifying the Project and agreement number, and shall itemize and explain all expenses for which reimbursement is claimed. Invoices shall be presented for periods of not less than one month duration, based on actual expenses incurred.

Eligible Costs are reasonable and necessary actual costs incurred by the CDA in performance of the Project, and which comply with the requirements of Article IX, Section 3a of the Oregon Constitution.

- b. Project related travel expenses shall be reimbursed in accordance with the current State of Oregon Department of Administrative Services rates.
2. If CDA makes a written request for the cancellation of the Project, CDA shall bear one hundred (100) percent of all costs incurred as of the date of cancellation if CDA is the sole cause of the cancellation. If State was the sole cause of the cancellation, State shall bear one hundred (100) percent of all eligible costs incurred. If it is determined that the cancellation was caused by third parties or circumstances beyond the control of State or CDA, the State shall pay all outstanding costs and contract services incurred in the normal course of the Project, and which it would otherwise be required to reimburse under the terms of this Agreement. CDA shall bear all of its own costs and State shall bear any State administrative costs incurred prior to cancellation of the Project.
3. If ODOT terminates this Agreement under General Obligations Paragraph 1 Subsections i, ii, or vi, CDA shall bear one hundred (100) percent of all costs incurred as of the date of termination.

### **STATE OBLIGATIONS**

1. State agrees to reimburse CDA for Eligible Costs within forty-five (45) days of receipt and approval by State of monthly Project invoices. State agrees to pay CDA a maximum amount of \$7,000,000. Said maximum amount shall include reimbursement for all expenses. Travel Expenses will not be reimbursed.

|  |   |                                    |
|--|---|------------------------------------|
| <br><b>Columbia Development Authority</b> | <b>NUMBER</b>   | <b>SUPERSEDES</b>                  |
|  | <b>EFFECTIVE DATE</b><br>_____                                  | <b>PAGE NUMBER</b><br>Pages 1 of 2 |
|  | <b>REFERENCE/AUTHORITY</b>                                      |                                    |
| <b>POLICY OWNER</b><br>Columbia Development Authority (“CDA”)  | Resolution# _____   |                                    |
| <b>SUBJECT</b><br>Public Records Requests Policy   | <b>APPROVED SIGNATURE</b><br><br>Greg Smith, Executive Director |                                    |

**PURPOSE**

This Public Records Requests Policy is intended to support the CDA with consistency by establishing standards for the CDA relating to charging practices and policies for fulfilling requests for public records and providing a standard process for the CDA to use when evaluating requests to reduce or waive fees assessed for fulfilling a request.

The CDA shall review and, if necessary, update its Public Records Request charging policies and practices from time to time.

**APPLICABILITY & PROCESS**

This Policy applies to the Columbia Development Authority.

Columbia Development Authority is not an agency of the State of Oregon (see Amended and Restated Columbia Development Authority Intergovernmental Agreement (2014)), nor is it a public body as that term is defined in the Oregon Public Records Laws. See ORS 192.311(4). However, pursuant to its Intergovernmental Agreement, CDA “shall be subject to the requirements of the...Public Records...laws of the State of Oregon.” Amended and Restated Columbia Development Authority Intergovernmental Agreement, Section 5.d.

The requirements in this Policy do not supersede, modify or replace the existing or other legal responsibilities of the Columbia Development Authority.

The Columbia Development Authority is the “custodian” as defined in ORS 192.311(2) for purposes of responding to a public records request submitted in compliance with this policy.

The executive assistant for the Columbia Development Authority shall receive and process all public records requests submitted to the CDA in compliance with this Policy.

Within five business days of receipt of a written request to inspect or receive a copy of a public record submitted in compliance with this policy, CDA shall acknowledge receipt of the request or complete the public body’s response to the request. An acknowledgment under this subsection must:

- (a) Confirm that CDA is the custodian of the requested record;
- (b) Inform the requester that the CDA is not the custodian of the requested record; or
- (c) Notify the requester that the CDA is uncertain whether the public body is the custodian of the requested record.

Within fifteen business days or as soon as reasonably possible, the CDA shall:

- (a) Complete its response to the public records request; or
- (b) Provide a written statement that the CDA is still processing the request and a reasonable estimated date by which the CDA expects to complete its response based on the information currently available.

Upon receipt of a public records request, CDA staff and directors shall deliver responsive public record documents to the executive assistant within five business days of receipt of the public records request (which shall be shared upon receipt with the CDA board and staff) so as to facilitate a timely response to any public records request.

Pursuant to ORS 192.311(5):

(a) "Public record" includes any writing that contains information relating to the conduct of the public's business, including but not limited to court records, mortgages, and deed records, prepared, owned, used or retained by a public body regardless of physical form or characteristics.

(b) "Public record" does not include any writing that does not relate to the conduct of the public's business and that is contained on a privately owned computer.

## **EXHIBITS**

- **EXHIBIT A: Public Records Request Form & Submission**
- **EXHIBIT B: Standardized Fee-Schedule**
- **EXHIBIT C: Public Interest Threshold Evaluation Form (Fee-Waiver or –Reduction Request)**

## **Exhibit A: Public Records Request Form & Submission**

### **Public Records Request Form & Submission**

Any person (as defined in ORS 192.311(3)) who seeks to inspect a public record (as defined in ORS 192.311(5)) shall submit a written request to the Columbia Development Authority in compliance with the following:

All public records requests to the Columbia Development Authority, including requests to its staff and directors, shall be submitted in writing by regular United State mail to:

Debbie Pedro, Executive Assistant  
Columbia Development Authority  
P.O. Box 200  
Boardman OR 97818

If a person who is a party to a civil judicial proceeding to which CDA is a party, or who has filed a notice under ORS 30.275 (5)(a), asks to inspect or to receive a copy of a public record that the person knows relates to the proceeding or notice, the person must submit the request in writing to Debbie Pedro and, at the same time, to:

Schwabe  
Attn: Elizabeth Howard  
1211 SW 5<sup>th</sup> Ave., Suite 1900  
Portland, OR 97204

A public records request will be deemed received on the date it is received in compliance with the above requirements.

## **Exhibit B: CDA Standardized Fee-Schedule**

### **Standard Fee-Schedule**

Except as noted below, the CDA will waive 30 minutes of staff time for all Public Records Requests after which fees may be assessed for additional staff time, applicable services and supplies required to fulfill a Public Records Request in accordance with the applicable fee-schedule below.

The CDA may deny eligibility for the 30-minute waiver if abuse by the requester is determined to exist either by:

- a) Fragmenting a request that if taken in the aggregate would amount to significantly more than 30 minutes; or
- b) Submitting multiple small requests in a short time-frame causing an undue burden on the CDA.

The hourly rate charged for staff time (more than 30 minutes) will be based on the level of skill or expertise required to complete the work performed. Meaning, if work done to fulfill a request requires clerical-level skills, CDA may only charge the clerical hourly rate time spent on that portion of the work (as a maximum), even if a managerial-level or professional-level employee actually fulfills the request on behalf of the CDA.

The CDA will not charge for staff time spent witnessing records inspection when the estimated cost of making public records available for inspection is:

- less than the cost of providing the requestor with a copy of the public record; or
- insignificant (requested public records are readily accessible and do not require review, redaction or segregation).

Fees will be charged for staff time required to redact exempt information from requested public records prior to release. Fees will be charged for staff time required to organize, summarize, compile or tailoring the public records to meet the request. ORS 192.324.

### **Staff time**

Fees for staff time required to fulfill a Public Records Request shall not exceed:

- **\$25/hour for Clerical** (administrative, office specialists, other support staff)
- **\$37/hour for Executive Director**
- **Attorney and other applicable legal fees:** at the actual hourly rate charged for Public Records Request-related services. Attorney fees may not be charged for determining the applicability of the provisions of ORS 192.311 to 192.478. [ORS 192.324](#).

### **Production of Responsive Records**

Fees generated by providing paper or electronic copies to requesters:

- **Copies:** Based on current state printing and distribution price list.
- **Media:** Based on copy and copy size.
- **Postage:** Based on current postal rates.

### **Additional Cost Considerations**

Miscellaneous fees related to production and release of responsive records:

- Costs of software companies/contracts (as needed to manage the volume of request)
- Other 3<sup>rd</sup> party costs (in extreme circumstances)

## **Exhibit C: Public Interest Fee-Waiver or -Reduction Request**

### **Public Interest Threshold Evaluation Form**

#### **HOW TO USE THIS FORM:**

A public body is statutorily required to consider and grant reasonable requests to waive and/or reduce fees associated with fulfilling a public records request when doing so is in the public interest because providing access primarily benefits the general public.

The Public Interest Threshold Evaluation provides public bodies with standardized criteria to use when evaluating a request for a fee-reduction/waiver submitted by a public records requestor under ORS 192.440(5). CDA shall consider each factor to determine whether the public interest in disclosure of the requested records warrants granting a fee-reduction/waiver.

All requests for a Public Interest Fee-Waiver or -Reduction will be evaluated on a case-by-case basis using information provided by the requestor as well as information independently available to CDA.

#### **ADDITIONAL GUIDANCE:**

- To adequately balance transparency and accessibility with the prudently safeguarding public funds and resources, fee-waivers and -reductions should be granted when the statutory standard has been met – when disclosure will primarily benefit the general public.
- A request to waive or reduce fees related to a public records request, that requires substantial CDA resources to complete, may be denied if the interest of the general public would be better served by preserving CDA resources.
- The public interest is not a fixed concept and the balance of public interest may change over time. It may shift as information becomes older or in the light of issues of the day. The circumstances at the time of the request will be considered.
- A genuine public interest in the subject matter of a request is required as the basis for granting a waiver. The public interest is not necessarily the same as what interests the public. The fact that a topic has been discussed in the media does not automatically mean that there is a public interest in disclosing the information that has been requested about it.
- This standardized fee-structure does not supersede, modify or replace the existing legal responsibilities of the CDA. The CDA must continue to meet obligations required by applicable laws, policies, procedures and standards including without limitation: public records laws, privacy laws and regulations and fees for certain public records as defined in statute.

#### **Note:**

**Requests for fee-reduction or waiver will be evaluated on a case-by-case basis based on:**

- **The information provided by the requester; and**
- **The totality of circumstances at the time of the request.**

**Previous requests and evaluations will not be considered as part of the evaluation.**

Date of Request: \_\_\_\_\_

Name of Requestor: \_\_\_\_\_

Requested Record(s): \_\_\_\_\_  
\_\_\_\_\_

**PUBLIC INTEREST THRESHOLD CRITERIA**

**Public Interest Threshold Criteria Evaluation**

The CDA shall consider the criteria below to determine whether waiving or reducing the costs associated with fulfilling a public records request would serve the public interest by primarily benefiting the general public.

**Public Interest:**

- |   |                                 |                                |
|---|---------------------------------|--------------------------------|
| 1. Would disclosure of the requested information, directly impact, affect, or serve an identified interest of the general public? | YES<br><input type="checkbox"/> | NO<br><input type="checkbox"/> |
| 2. Would the requested information, advance the welfare or well-being of the general public?                                      | YES<br><input type="checkbox"/> | NO<br><input type="checkbox"/> |
| 3. Will the requester be able to actually, meaningfully disseminate the requested information?                                    | YES<br><input type="checkbox"/> | NO<br><input type="checkbox"/> |

**Private or Commercial Interest:**

- |  |                                 |                                |
|--|---------------------------------|--------------------------------|
| 4. Is the public benefit greater than the individual benefit derived from disclosure?  | YES<br><input type="checkbox"/> | NO<br><input type="checkbox"/> |
| 5. Is there a specifically identified purpose for which the public records are being sought that is wholly unrelated to 1) commercial purposes; or 2) actual or possible use in connection with administrative, judicial or legal proceedings? | YES<br><input type="checkbox"/> | NO<br><input type="checkbox"/> |

**Reasonableness:**

- |   |                                 |                                |
|---|---------------------------------|--------------------------------|
| 6. Is the request targeted at a specifically identified matter (meaning, not overly-broad or -complex)?   | YES<br><input type="checkbox"/> | NO<br><input type="checkbox"/> |
| 7. Can the CDA grant a waiver or reduce fees without causing an unreasonable burden on CDA resources?   | YES<br><input type="checkbox"/> | NO<br><input type="checkbox"/> |
| 8. Is the public interest served by disclosure greater than the burden to the CDA (amount of staff time diverted to fulfilling a request and costs of subsidization)? | YES<br><input type="checkbox"/> | NO<br><input type="checkbox"/> |

**Determination/Decision:**

\_\_\_\_\_

Employee Name (Print)

Signature

Date

A yes or no determination regarding a single criterion or for majority of the criteria does not guarantee the granting of a fee-reduction or waiver. Each request will be considered on a case-by-case basis, based on the information provided by the requester and the totality of the circumstances at the time of the request.

# PORT OF MORROW

**CDA Grant Expenditures: 4.1.2022 - 8.31.2022 as of 9.22.2022**

CL090-22-01:

| Date                                  | Description   | Debits              |
|---------------------------------------|---|---------------------|
| <b>400.4200.00 - WAGES</b>            |   |                     |
| 04/12/22                              | Payroll Bi-Weekly 4/8/2022                          | \$7,916.00          |
| 04/26/22                              | Payroll Bi-Weekly 4/22/2022                         | \$7,916.00          |
| 05/10/22                              | Payroll Bi-Weekly 5/6/2022                          | \$7,698.08          |
| 05/24/22                              | Payroll Bi-Weekly 5/20/2022                         | \$7,843.36          |
| 06/07/22                              | Payroll Bi-Weekly 6/3/2022                          | \$7,698.08          |
| 06/21/22                              | Payroll Bi-Weekly 6/17/2022                         | \$7,698.08          |
| 07/05/22                              | Payroll Bi-Weekly 7/1/2022                          | \$7,770.72          |
| 07/19/22                              | Payroll Bi-Weekly 7/15/2022                         | \$7,705.40          |
| 08/02/22                              | Payroll Bi-Weekly 7/29/2022                         | \$7,705.40          |
| 08/16/22                              | Payroll Bi-Weekly 8/12/2022                         | \$7,931.80          |
| 08/30/22                              | Payroll Bi-Weekly 8/26/2022                         | \$8,008.10          |
| <b>WAGES - LRA TOTAL:</b>             |   | <b>\$85,891.02</b>  |
| <b>415.4200.00 - P/R COST 42%</b>     |   | <b>\$36,074.23</b>  |
| <b>Payroll Costs - LRA TOTAL:</b>     |   | <b>\$121,965.25</b> |
| <b>506.4200.00 CONTRACT SERVICES</b>  |   |                     |
| 4/30/2022                             | ANDERSON PERRY & ASSOCIATES - PROFESSIONAL SERVICES | \$7,282.82          |
| 5/31/2022                             | ANDERSON PERRY & ASSOCIATES - PROFESSIONAL SERVICES | \$13,550.33         |
| 6/30/2022                             | ANDERSON PERRY & ASSOCIATES - PROFESSIONAL SERVICES | \$4,242.50          |
| 7/31/2022                             | ANDERSON PERRY & ASSOCIATES - PROFESSIONAL SERVICES | \$9,593.76          |
| 8/31/2022                             | ANDERSON PERRY & ASSOCIATES - PROFESSIONAL SERVICES | \$5,920.00          |
| <b>CONTRACT SERVICES - LRA TOTAL:</b> |   | <b>\$40,589.41</b>  |

**515.4200.00 - TELEPHONE - LRA**

|           |                              |          |
|-----------|------------------------------|----------|
| 4/30/2022 | DEBORAH PEDRO - APRIL PHONE  | \$100.00 |
| 4/30/2022 | GREGORY SMITH - APRIL PHONE  | \$100.00 |
| 5/31/2022 | DEBORAH PEDRO - MAY PHONE    | \$100.00 |
| 5/31/2022 | GREGORY SMITH - MAY PHONE    | \$100.00 |
| 6/30/2022 | DEBORAH PEDRO - JUNE PHONE   | \$100.00 |
| 6/30/2022 | GREGORY SMITH - JUNE PHONE   | \$100.00 |
| 7/31/2022 | DEBORAH PEDRO - JULY PHONE   | \$100.00 |
| 7/31/2022 | GREGORY SMITH - JULY PHONE   | \$100.00 |
| 8/30/2022 | DEBORAH PEDRO - AUGUST PHONE | \$100.00 |
| 8/30/2022 | GREGORY SMITH - AUGUST PHONE | \$100.00 |

**TELEPHONE - LRA TOTAL:****\$1,000.00****550.4200.00 - SUPPLIES - LRA**

|           |   |            |
|-----------|---|------------|
| 4/22/2022 | VISA 8246** - 8246: OFFICE SUPPLIES         | \$64.10    |
| 5/22/2022 | VISA 8246** - 8246: OFFICE SUPPLIES         | \$281.86   |
| 6/21/2022 | VISA 8246** - 8246: SUPPLIES & STORAGE      | \$91.15    |
| 7/22/2022 | VISA 8246** - 8246: office supplies         | \$16.58    |
| 8/22/2022 | VISA 8246** - 8246: office supplies and OWL | \$1,791.34 |

**SUPPLIES - LRA TOTAL:****\$2,245.03****555.4200.00 - LEGAL - LRA**

|           |   |             |
|-----------|---|-------------|
| 5/13/2022 | SCHWABE, WILLIAMSON & WYATT - Umatilla Army Depot Acquisition | \$39,513.50 |
| 5/16/2022 | SCHWABE, WILLIAMSON & WYATT - Umatilla Army Depot Acquisition | \$20,391.00 |
| 5/16/2022 | SCHWABE, WILLIAMSON & WYATT - Umatilla Army Depot Acquisition | \$4,680.00  |
| 5/30/2022 | SCHWABE, WILLIAMSON & WYATT - Umatilla Army Depot Acquisition | \$23,041.00 |
| 5/30/2022 | SCHWABE, WILLIAMSON & WYATT - Umatilla Army Depot Acquisition | \$633.50    |
| 6/30/2022 | SCHWABE, WILLIAMSON & WYATT - Umatilla Army Depot Acquisition | \$20,943.00 |
| 7/30/2022 | SCHWABE, WILLIAMSON & WYATT - Umatilla Army Depot Acquisition | \$29,407.50 |
| 8/31/2022 | SCHWABE, WILLIAMSON & WYATT - Umatilla Army Depot Acquisition | \$6,669.00  |

**LEGAL - LRA TOTAL:****\$145,278.50**

**570.4200.00 - TRAVEL - LRA**

|   |            |
|---|------------|
| 4/11/2022 G SMITH 1995 - G SMITH 1995   | (\$73.86)  |
| 4/30/2022 DEBORAH PEDRO - REIMB. Depot tour, CDA board mtg, Umatilla chamber luncheon | \$106.47   |
| 4/30/2022 GREGORY SMITH - REIMB. Depot tour, CDA board mtg, Umatilla chamber luncheon | \$106.47   |
| 5/31/2022 DEBORAH PEDRO - REIMB. depot tours, chamber mtg, water mtg                  | \$93.01    |
| 5/31/2022 GREGORY SMITH - REIMB. TC Energy Mtg, Tri Cities Dev.Mtg, Water Mtg         | \$70.78    |
| 6/21/2022 VISA 8246** - 8246: DEPARTMENT OF DEFENSE CONF.REGISTRATION                 | \$595.00   |
| 6/21/2022 VISA 6348** - 6348: travel exp. Project Visit Nikola/TC Energy              | \$2,432.59 |
| 6/28/2022 BOARDMAN CHAMBER OF COMMERCE - Luncheon - Debbie                            | \$15.00    |
| 6/30/2022 DEBORAH PEDRO - REIMB. chamber mtg  | \$50.31    |
| 6/30/2022 GREGORY SMITH - REIMB.: TRAVEL EXP.   | \$61.70    |
| 7/22/2022 VISA 8246** - 8246: County Planners mtg, SKY NRG Utility mtg                | \$294.85   |
| 7/31/2022 DEBORAH PEDRO - REIMB. planners mtg, BRAC, board mtg                        | \$128.75   |
| 7/31/2022 GREGORY SMITH - REIMB.: Board mtg, planners mtg, BRAC, SkyNRG project mtg   | \$258.75   |
| 8/30/2022 GREGORY SMITH - REIMB.: Depot tours   | \$67.50    |
| 8/30/2022 DEBORAH PEDRO - REIMB. DEPOT TOURS, Mtg's, Board Training                   | \$143.75   |

**TRAVEL - LRA TOTAL:****\$4,351.07****573.4200.00 - EDUCATION CDA**

|  |          |
|--|----------|
| 8/22/2022 VISA 8246** - 8246: Oregon economic development training | \$213.80 |
|--|----------|

**EDUCATION - CDA TOTAL:****\$213.80****580.4200.00 - DUES & SUBSCRIPTIONS - LRA**

|  |          |
|--|----------|
| 5/19/2022 ASSOCIATION OF DEFENSE COMM. - MEMBERSHIP DUES           | \$450.00 |
| 7/22/2022 VISA 8246** - 8246: Domain renewal, google cloud storage | \$193.99 |

**DUES & SUBSCRIPTIONS - LRA TOTAL:****\$643.99**

**594.4200.00 - LEASE EXPENSE - LRA**

|                     |            |
|---------------------|------------|
| 4/30/2022 LRA Lease | \$2,906.83 |
| 5/31/2022 LRA Lease | \$2,906.83 |
| 6/30/2022 LRA Lease | \$2,906.83 |
| 7/31/2022 LRA Lease | \$2,906.83 |
| 8/31/2022 LRA Lease | \$2,906.83 |

**LEASE EXPENSE - LRA TOTAL: \$14,534.15**

**TOTAL OF LEDGER: GRANT YEAR TO-DATE \$330,821.20**

*LESS QUARTER 1 GRANT RECEIPT* \$ (192,984.00)  
*MATCH (5 ENTITIES x \$4,288.59)* \$ (21,442.95)

**EXPENSES TOWARDS 2ND QTR ENDING 9/30/22 \$116,394.25**