

**AMENDMENT #1
to the
PROGRAMMATIC AGREEMENT**

**Among the Department of the Army, Oregon State Historic Preservation Officer, Advisory
Council on Historic Preservation, Columbia Development Authority, and Confederated
Tribes of the Umatilla Indian Reservation
Regarding the Transfer of a Portion of the Former
Umatilla Chemical Depot, Oregon**

WHEREAS the Programmatic Agreement (“the Agreement”) was executed in December 2013;
and

WHEREAS the Department of the Army (“Army”) carried out its Phase 1b Archaeological Survey under stipulation (A)3 of the Agreement at the former Umatilla Chemical Depot (“UMCD”). The survey results were provided to all consulting parties including the Oregon State Historic Preservation Officer (“SHPO”), Columbia Development Authority (“CDA”), and Confederated Tribes of the Umatilla Indian Reservation (“CTUIR”), as well as a local community advocacy group, Oregon Trail Advocates (“Trail Advocates”) in draft form in 2016 and 2018. The Addendum to Archaeological Field Investigations for Base Realignment And Closure (“BRAC”) Land Parcels Leaving Federal Ownership at Umatilla Chemical Depot, Morrow and Umatilla Counties, Oregon, was provided to the parties in July 2019; and

WHEREAS, in accordance with stipulation (A)4 of the Agreement, the Army identified the South Trail (35UM497) and the North Trail (35UM498) archaeological sites as historic properties that are eligible for listing in the National Register of Historic Places (“NRHP”) under both Criteria A and D as contributing elements of the Oregon National Historic Trails (NHT). The South Trail is an alternate cut-off route from Cottonwood Bend to Coyote/Boardman, Oregon, while the North Trail is an alternate cut-off route from Cottonwood Bend to Irrigon, Oregon. Each trail was a significant historic route for westward settlement. These historic trails located on UMCD have been recorded on multiple historical maps and have been used up to modern times. They are significant local and national resources that retain integrity of location, design, setting, materials, feeling, and association; and

WHEREAS, in accordance with stipulation (A)4 of the Agreement, the Army and SHPO identified the site of the 1944 UMCD Igloo Accident archaeological site as a historic property that is eligible for listing in the NRHP under both Criteria A and D, its eligibility determined by an event that had a significant impact on the region and local community; and

WHEREAS, in accordance with stipulation (C)2 of the Agreement, the Army identified Coyote Coulee as a Historic Property of Religious and Cultural Significance to an Indian Tribe (“HPRCSIT”) that is eligible for listing in the NRHP as it was a traditionally used travel route, hunting location, and traditional plant gathering area of the CTUIR, Coyote Coulee's identification and location is not shown on the Exhibits to this PA Amendment to protect the historic property in accordance with NHPA Section 304 (a)(3); and

WHEREAS, as a result of the Army’s determination that the undertaking will have an Adverse Effect on the South Trail, the North Trail, Coyote Coulee, and the 1944 UMCD Igloo Accident site (collectively the “Properties”), in accordance with stipulation (D) of the Agreement, the parties have consulted to determine appropriate measures to avoid, minimize or mitigate adverse effects to the Properties; and

WHEREAS, the Army invited the CDA to be a signatory to this Amendment, as the CDA is the intended recipient of most of the Property (9,539.45 out of 9648.72 acres) transferring out of federal ownership (see **Exhibit A**), which includes the aforementioned NRHP eligible properties. The Army, CDA, and CTUIR shall be responsible for executing stipulations within this amendment as listed below; and

WHEREAS, the remaining 109.27 acres will transfer to Federal Highway Administration and then to the Oregon Department of Transportation, and are not subject to this PA Amendment; and

WHEREAS, the CDA and CTUIR executed a Memorandum of Agreement on July 31, 2019 to transfer 4,019.1 acres and manage certain respective portions of the Property 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 invited the CTUIR to be a signatory to this Amendment, because the CTUIR has responsibilities with regards to two historic properties as stipulated below in Sections C and D. These historic properties are contained within the 4,019.1 acres the CTUIR will receive from the CDA; and

WHEREAS, after 18 months of discussions with the consulting parties, the Army determined that including a protective covenant with the conveyance of the Property to the CDA could not be accomplished. On August 21, 2018, the Army notified the SHPO of its decision to mitigate the adverse effects of portions of the Property leaving federal control and convey the Property to the CDA without a deed covenant. In coordination with the SHPO, ACHP, CDA, and CTUIR, the Army proposed a comprehensive mitigation package in accordance with stipulations (A) through (G) of this Amendment, to avoid, minimize, or mitigate potential adverse effects. The signatories to this Amendment hereby agree that the undertaking shall be implemented in accordance with the below stipulations; and

WHEREAS, to address concerns regarding the long-term protection and preservation of historic properties on the Property after transfer to CDA, the CDA coordinated with the Board of Commissioners for Morrow County, Oregon and the Board of Commissioners of Umatilla County, State of Oregon, which each passed resolutions to assume perpetual responsibility to maintain, protect, and preserve the South Trail (Morrow County) and 1944 Igloo Site (Umatilla County).

NOW THEREFORE, in accordance with stipulation (G) of the Agreement, the Army, SHPO, and ACHP agree to *amend* the Agreement as follows:

STIPULATIONS

Resolution of Adverse Effects:

Archaeological sites that have not been identified as eligible for listing in the NRHP, will not merit further treatment or protection by the Army. Archaeological sites that have been identified as eligible for listing in the NRHP (see **Exhibit B**) and are adversely affected shall be mitigated in the following manner:

(A) General Army Actions:

1. The Army will provide a total of seven (7) interpretive panels including: one (1) panel about the South Trail, one (1) panel about the North Trail, one (1) panel about the 1944 UMCD Igloo Accident, one (1) panel about UMCD history, one (1) panel about Native American history and prehistory at UMCD, one (1) panel about Coyote Coulee. All but two of the panels will be installed near the South Trail. The panel for the 1944 UMCD Igloo Accident will be installed at that specific site. The purpose and exact location of the seventh panel will be determined by Army and SHPO.
 - a. Specifications for each interpretive panel shall include:
 - i. A requirement that each interpretive panel range in size from 2ft. X 3ft. up to 4ft. X 6ft.
 - ii. Each panel shall be constructed of durable materials appropriate for the environment, designed to last no less than 10 years, and of professional quality.
 - iii. Each panel must be prepared by persons that possess the skills of a qualified historian, architectural historian, cultural resource specialist, exhibit specialist/graphic artist and by an organization that has experience in designing and manufacturing like panels of professional quality.
 - b. The Army, in consultation with the SHPO and CTUIR, shall at Army's sole expense, develop a portable interpretive exhibit to include photographs and historic narrative and establish a program geared toward education and awareness of UMCD's prehistory, history and archaeological properties. The portable exhibit shall be available to institutions around the State of Oregon and in southern Washington State. The exhibit will incorporate the historic context and criteria of eligibility to explain the history and significance of these historic properties. The new interpretive exhibits will be available to the public for a minimum of five (5) years. At the end of 5 years, the display will be provided to the Umatilla County Museum & Heritage Station.
 - c. The Army, in consultation with the SHPO, CDA, and CTUIR, shall develop brochures regarding UMCD's prehistory, history and archaeological properties in Adobe Acrobat pdf files. The brochures will be made available to the U.S. Army Corps of Engineers (Seattle District), the CTUIR and CDA to post on their respective websites.

(B) South Trail (35UM497)

1. The Army agrees, at Army's sole expense, to start and complete all applicable stipulations (below) within eighteen (18) months following the date of Army and CDA's closing on conveyance/transfer of the Property:
 - a. The Army will conduct a Light Detection and Ranging (LiDAR) survey of the entire South Trail located on the property to be conveyed out of federal control, which meets the United States Geological Survey (USGS) LiDAR Base Specifications version 1.2, November 2014. The resultant data will be provided

to consulting parties in the form of electronic imagery and a final report which interprets the findings of the survey. The South Trail is identified in **Exhibit B**.

- b. The Army will provide ten (10) signs that reference state cultural resource protection laws to the CDA to be installed at locations on the interpretive segment of the South Trail (600 ft. length x 500 ft. width of the South Trail) to be agreed upon between Army, SHPO, CDA, and the CTUIR.
2. The CDA shall manage, maintain, protect and preserve the interpretive segment of the South Trail in accordance with applicable Oregon law, regulations, Morrow County zoning ordinances for so long as CDA owns the property on which the interpretive segment of the South Trail located. Pursuant to the Resolution of Morrow County attached hereto as **Exhibit C**, Morrow County shall, following CDA's acquisition of the Property and the completion of the stipulations in this section, assume ownership of the interpretive segment of the South Trail, and thereafter shall manage, maintain, protect, and preserve it in accordance with the terms and obligations of this Section (B)(2) in perpetuity. The CDA also agrees, at CDA's sole expense, to start and complete all applicable stipulations (below) within eighteen (18) months following the date of Army and CDA's closing on the Property:
- a. The CDA will survey the 600 ft. length x 500 ft. width of the South Trail (interpretive segment of the South Trail) and develop a legal description of the segment to be preserved by CDA. The CDA will provide the survey and legal description to the U.S. Army Corps of Engineers, Seattle District, Army, SHPO, CTUIR, and Morrow County.
 - b. For the purpose of public safety, the CDA, in coordination with SHPO and Army, may enclose an interpretive segment of the South Trail with protective measures (i.e., strategically located boulders, natural berms).
 - c. For purpose of interpretation, the CDA shall provide to the signatory parties aerial stills photographs of the entire length of the South Trail and will consider local support to complete this action.
 - d. The CDA will provide Americans with Disabilities Act ("ADA") compliant parking and on-site public amenities (i.e., public benches, tables), all located outside the 500 ft. buffer zone of the interpretive segment of the South Trail. CDA's mitigation will also include an ADA compliant platform located at an existing knoll as depicted on a map of the South Trail segment as identified in **Exhibit B**.
 - e. The CDA will develop and upload the content for the NEXT EXIT HISTORY app for the South Trail, in coordination with signatory parties.

(C) North Trail (35UM498)

1. The Army agrees, at Army's sole expense, to start and complete all applicable stipulations (below) within eighteen (18) months following the date of Army and CDA's closing on the conveyance/transfer of the Property.
 - a. The Army will conduct a LiDAR survey of the entire North Trail located on the Property to be conveyed out of federal ownership, which meets the United States Geological Survey (USGS) LiDAR Base Specifications version 1.2, November 2014. The resultant data will be provided to the signatory parties in the form of electronic imagery and a final report which interprets the findings of the survey. The North Trail is identified in **Exhibit B**.
2. The CDA agrees, at CDA's sole expense, to start and complete all applicable stipulations (below) within eighteen (18) months following the date of Army and CDA's closing on the conveyance/transfer of the Property:
 - a. For the purpose of interpretation, the CDA will provide aerial still photographs to signatory parties of the entire length of the North Trail and will consider local support to complete this action.
3. The CTUIR agrees, at CTUIR's own expense, to manage, maintain, protect and preserve the North Trail in accordance with CTUIR's Historic Preservation Code, applicable tribal law, and Umatilla County zoning ordinances. The CTUIR also agrees, at CTUIR's sole expense, to start and complete the following stipulations within eighteen (18) months following the date of Army and CDA's closing on the conveyance/transfer of the Property.
 - a. The CTUIR shall utilize GPS coordinates and survey the entirety of the North Trail to document the exact location of the North Trail being transferred to the CTUIR and develop a legal description. CTUIR will provide the survey and legal description to U.S. Army Corps of Engineers (Seattle District), SHPO, CDA, and Umatilla County.

(D) Coyote Coulee

1. The Army agrees, at Army's sole expense, to start and complete all applicable stipulations (below) within eighteen (18) months following Army and CDA's closing on the conveyance/transfer of the Property.
 - a. The Army in consultation with CTUIR, the U.S. Army Corps of Engineers (Seattle District), SHPO and CDA will develop the boundaries of Coyote Coulee and a legal description from existing data and surveys. The Army will provide the boundary and legal description to SHPO, CDA, CTUIR, and Umatilla County.
2. The CDA

- a. The CDA shall adhere to the following stipulations for that portion of the Coyote Coulee remaining in CDA ownership following CDA's transfer of 4,019.1 acres to CTUIR.
 - b. The CDA shall manage, maintain, protect and preserve that portion of Coyote Coulee remaining in CDA ownership in accordance with applicable Oregon law, regulations, and Umatilla County zoning ordinances, for so long as CDA owns the land on which its part of Coyote Coulee is located.
 - c. With the exception of the "Demil Parcel," the CDA will, and except as permitted by and in accordance with Umatilla County zoning ordinances, refrain from development within the boundary of that portion of Coyote Coulee remaining in CDA ownership.
3. The CTUIR agrees, at CTUIR's sole expense, to start and complete all applicable stipulations (below) within eighteen (18) months following the date of Army and CDA's closing on the conveyance/transfer of the Property.
 - a. The CTUIR's Historic Preservation Code, as well as all other applicable laws, shall be followed and enforced with respect to Coyote Coulee.

(E) 1944 UMCD Igloo Accident

1. The Army agrees, at Army's sole expense, to start and complete all applicable stipulations (below) within eighteen (18) months following Army and CDA's closing on the conveyance/transfer of the Property.
 - a. Army will include two (2) signs that reference state cultural resource protection laws, the placement of which shall be coordinated with signatory parties.
2. The CDA agrees, at its own expense, to manage, maintain, protect and preserve the site of the 1944 UMCD Igloo Accident in accordance with Oregon law, local law, Umatilla County zoning ordinances, so long as CDA owns the property on which the site is located. Pursuant to the Resolution of Umatilla County attached hereto as **Exhibit D** Umatilla County shall assume responsibility for the 1944 Igloo Accident site, and its perpetual maintenance, protection and preservation from and after CDA acquires the Property on which the 1944 UMCD Igloo Accident Site is located. Prior to any transfer of the fee simple interest in all or any portion of the 1944 UMCD Igloo Accident Site to any third party, CDA shall execute and record in the Official Records of Umatilla County any declaration, easement, or other instrument necessary to allow Umatilla County to enter onto the Property and perform the obligations set forth in the Section (E)(2) in perpetuity.
 - a. The CDA shall preserve an area of the sites measuring 1,200 ft. length x 275 ft. width and include one shelter, two standing igloos and associated berms. The 1944 UMCD Igloo Accident site will be surrounded by a 4 ft. high fence at its entire perimeter with a single entry gate.
 - b. The CDA will survey the location of the 1944 UMCD Igloo Accident site, develop a legal description and provide the survey and legal description to the

U.S. Army Corps of Engineers (Seattle District), the Army, SHPO, CDA, CTUIR, Umatilla County. The 1944 UMCD Igloo Accident site is identified in **Exhibit B**.

(F) Procedure:

Within five (5) months of full execution of the PA amendment, the Army will provide to the consulting parties draft narratives for all interpretive materials.

Within nine (9) months of full execution of the PA amendment, the Army will confer with signatory parties for a period of no more than thirty (30) days to address comments for the final narratives for interpretive signs/panels and educational materials (portable interpretive exhibit and brochures). All narratives will be based on historical, archaeological, and ethnographic evidence, to include Tribal oral history. If there are conflicting interpretations, Army will work with the consulting parties to de-conflict a narrative. If that is not possible, the Army reserves the right to make a final determination on any narrative, which may include presentation of both interpretations, with attribution for each. The interpretive narrative will be provided to the consulting parties in Adobe Acrobat pdf format.

Within twelve (12) months of full execution of the PA amendment, the Army will provide production proofs to consulting parties for all interpretive signs and educational materials.

Within eighteen (18) months of full execution of the PA amendment, the Army will provide final narratives for each interpretive sign/panel to vendor for manufacture and distribution to the CDA for installation. Army will provide four (4) hard-copies of educational material exhibit and brochures to the Oregon Historical Society, and Umatilla County Museum & Heritage Station in Pendleton (Umatilla County Historical Society) for distribution or loan to other facilities.

Army will provide one (1) copy of the final work products described above, including narrative statements, interpretive signs/panels, and education materials, to: the consulting parties, the Oregon Army National Guard, Camp Umatilla, the Discovery Center in The Dalles, the Tamátslikt Cultural Institute in Pendleton, and the Oregon Trails Interpretive Center in Baker City, Oregon. Electronic versions of the signs, exhibits, brochures, maps, and photographs, will be provided to the consulting parties and the additional organizations listed.

(G) Development of Memorandum of Understanding for protection of historic properties in perpetuity

1. The Army, the CDA, and the CTUIR shall developed a Memorandum of Understanding (MOU) to specify the process and treatment of historic properties once the UMCD property is transferred and this PA expires. Umatilla and Morrow counties will also be signatories to the MOU. The MOU is attached as **Exhibit E**.
2. As specified in the attached MOU, the CDA shall initiate consultation with Umatilla and Morrow counties within 180 days of the transfer of UMCD property from the Army to CDA. The intent of the consultation in the MOU is to develop and execute binding instruments for subsequent transfer, easement, or license of or on the land containing historic properties. These instruments will contain the same requirements for the management, protection, and preservation of the South Trail and 1944 UMCD Igloo Accident Site as are specified in Stipulations B(2) and E(2), and the resolutions in **Exhibits C and D**, and in **Exhibit E**.

3. As specified in the July 31, 2019 agreement between the CDA and the CTUIR, and further in the attached MOU, both parties shall initiate the transfer and the acceptance of ownership of land containing historic properties within 180 days of the transfer of the UMCD property from the Army to the CDA. The CTUIR will manage the North Trail segment and a portion of the Coyote Coulee as is specified in Stipulations C(3) and D(3), and as incorporated in the attached MOU (**Exhibit E**).

Exhibits:

Exhibit A – UMCD Reuse Map

Exhibit B – UMCD Archaeological sites eligible for listing in the NRHP Map

Exhibit C – Morrow County Resolution

Exhibit D – Umatilla County Resolution

Exhibit E - Memorandum of Understanding

**AMENDMENT
to the
PROGRAMMATIC AGREEMENT**

**Among the Department of the Army, State Historic Preservation Officer, Advisory Council
on Historic Preservation, Columbia Development Authority, and Confederated Tribes of
Umatilla Indian Reservation
Regarding the Transfer of a Portion of the Former
Umatilla Chemical Depot, Oregon**

SIGNATURE PAGE

US ARMY


By:  Date 1 NOV 21
COL Phillip H. Lamb, Commander, Joint Base Lewis-McCord

**AMENDMENT
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SIGNATURE PAGE

OREGON STATE HISTORIC PRESERVATION OFFICER


By:  Date 09/27/21
Christine Curran, Deputy, State Historic Preservation Office

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Umatilla Chemical Depot, Oregon**

SIGNATURE PAGE

ADVISORY COUNCIL ON HISTORIC PRESERVATION

By:  Date 11/10/2021
Reid Nelson, Executive Director, Acting

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Regarding the Transfer of a Portion of the Former
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SIGNATURE PAGE

COLUMBIA DEVELOPMENT AUTHORITY

By:  Date 
William D. Tovey, Board Chairman

**AMENDMENT
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Umatilla Indian Reservation
Regarding the Transfer of a Portion of the Former
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SIGNATURE PAGE

CONFEDERATED TRIBES OF UMATILLA INDIAN RESERVATION

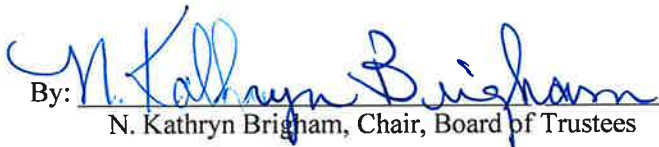
By:  Date: 10/13/21
N. Kathryn Brigham, Chair, Board of Trustees

EXHIBIT A

UMCD REUSE MAP

EXHIBIT B

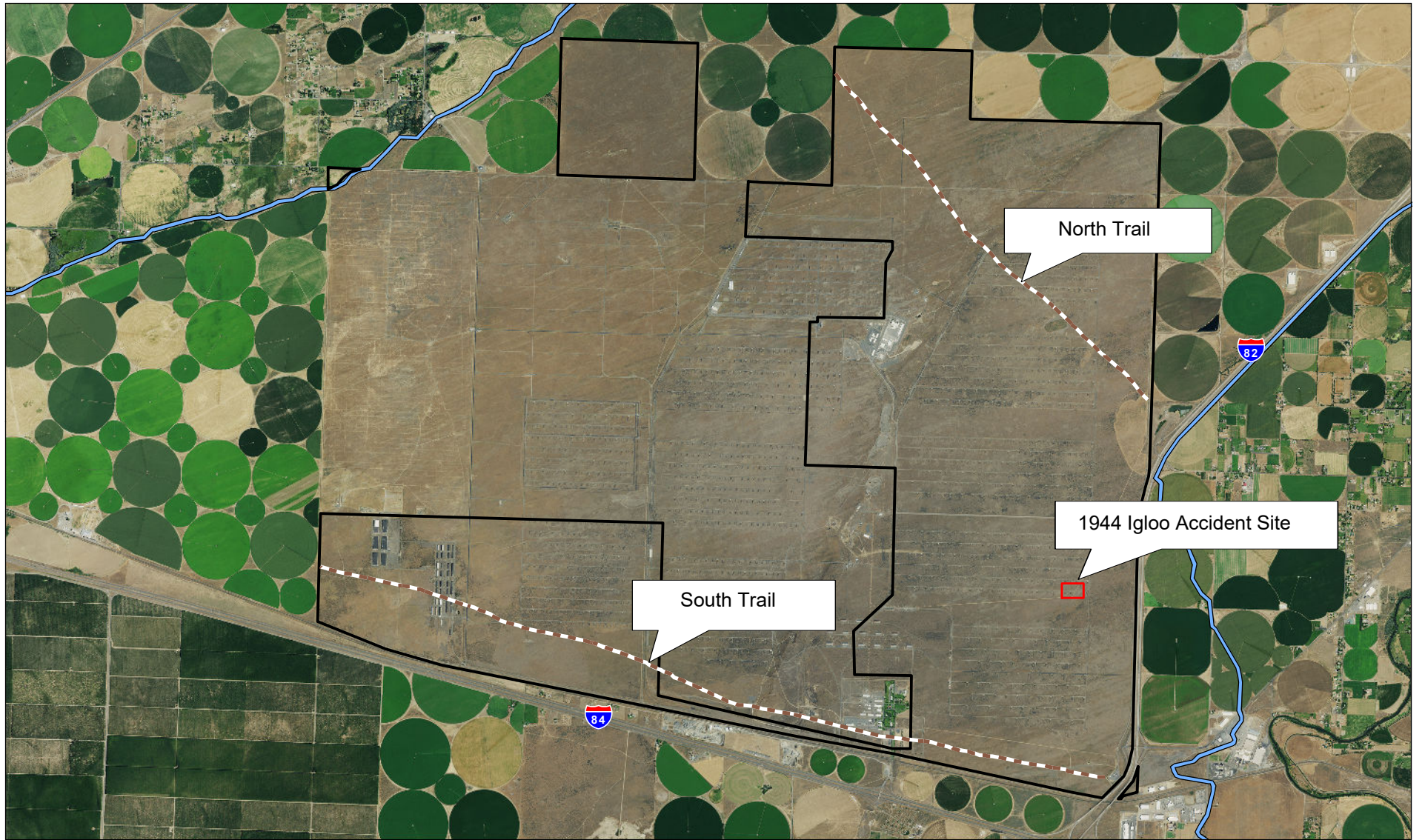
UMCD Archaeological Sites Eligible for

listing in the NRHP Map

(301,492 5,084,024)

Coordinates for Map Corners

(318,051 5,084,024)



(301,492 5,074,172)

UTM Zone 11N WGS84

(318,051 5,074,172)

Figure Date: February 17, 2016
Basemap Sources: NAIP (USDA 2014)

- Project Area
- 1944 Igloo Accident Site
- Historic Wagon Road Historic



Figure 9
(From 2016 Archaeology Report)



EXHIBIT C

MORROW COUNTY RESOLUTION

*Amendment #1 to the Programmatic Agreement Regarding the
Transfer of a Portion of the Former Umatilla Chemical Depot, Oregon*

NOW THEREFORE BE IT RESOLVED that Morrow County shall assume perpetual responsibility to maintain, protect and preserve the South Trail, including parking area, ADA platform, tables and associated signage, in accordance with the terms and provisions of Section (B)2 of the PA Amendment and this Resolution.

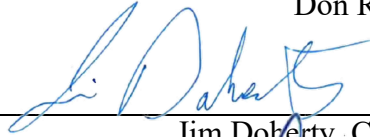
NOW THEREFORE, Resolution R-2021-2 is repealed by the passing of this superseding Resolution.

Dated this 26th day of February 2021

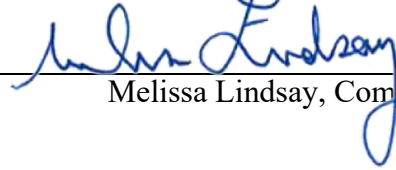
**MORROW COUNTY BOARD OF COMMISSIONERS
MORROW COUNTY, OREGON**



Don Russell, Chair



Jim Doherty, Commissioner



Melissa Lindsay, Commissioner

EXHIBIT D

UMATILLA COUNTY RESOLUTION

*Amendment #1 to the Programmatic Agreement Regarding the
Transfer of a Portion of the Former Umatilla Chemical Depot, Oregon*

RECEIVED

FEB 03 2021

UMATILLA COUNTY
RECORDS

THE BOARD OF COMMISSIONERS OF UMATILLA COUNTY

STATE OF OREGON

In the Matter of Authorizing)
 County to Maintain and Preserve) Order No. BCC2021-017
 1944 Umatilla Chemical Depot)
 Igloo Accident Site)

WHEREAS, the Columbia Development Authority ("CDA"), the Board of Directors of which is comprised of representatives of Morrow County, Port of Morrow, Umatilla County, Port of Umatilla, and the Confederated Tribes of Umatilla Indian Reservation, intends to acquire certain real property (the "CDA Acquisition") commonly known as the Umatilla Chemical Depot (the "UMCD") from the United States Department of the Army (the "Army"), a portion of which is located in Umatilla County, Oregon (such portion, the "Umatilla Property");

WHEREAS, the CDA is a party to that certain Programmatic Agreement (the "Programmatic Agreement") dated December 2013, by and among CDA, the Army, the Oregon State Historic Preservation Officer, and the Advisory Council on Historic Preservation;

WHEREAS as a condition to the CDA Acquisition, CDA will enter into an Amendment to the Programmatic Agreement (the "PA Amendment");

WHEREAS under Section (E)2 of the PA Amendment, a portion of the Umatilla Property commonly referred to in the PA Amendment as the "1944 UMCD Igloo Accident Site" is required to be maintained, protected and preserved, in perpetuity, from and after the CDA Acquisition;

WHEREAS the CDA Acquisition and the subsequent development of the Umatilla Property, together with the preservation of the 1944 UMCD Igloo Accident Site in perpetuity, will benefit Umatilla County economically and culturally;

WHEREAS in order to satisfy the conditions precedent to the CDA Acquisition, facilitate the development of the Umatilla Property by CDA and other third parties following the CDA Acquisition, and to maintain the 1944 UMCD Igloo Accident Site as a site of historical and cultural significance, Umatilla County desires to assume responsibility for the perpetual maintenance,

protection and preservation of the 1944 UMCD Igloo Accident Site, in accordance with Section (E)2 of the PA Amendment.

NOW THEREFORE, the Umatilla County Board of Commissioners orders and resolves that from and after the CDA Acquisition, Umatilla County shall maintain, protect and preserve the 1944 UMCD Igloo Accident Site, in accordance with the terms and provisions of Section (E)2 of the PA Amendment.

DATED this 3rd day of February, 2021.

UMATILLA COUNTY BOARD OF COMMISSIONERS



George L. Murdock, Chair



John M. Shafer, Commissioner



Daniel N. Dorran, Commissioner



ATTEST:
OFFICE OF COUNTY RECORDS



Records Officer



EXHIBIT E

MEMORANDUM OF UNDERSTANDING

*Amendment #1 to the Programmatic Agreement Regarding the
Transfer of a Portion of the Former Umatilla Chemical Depot, Oregon*

**MEMORANDUM OF UNDERSTANDING
BETWEEN
THE UNITED STATES DEPARTMENT OF THE ARMY AND THE COLUMBIA
DEVELOPMENT AUTHORITY AND THE CONFEDERATED TRIBES OF THE UMATILLA
INDIAN RESERVATION**

**AND
COLUMBIA DEVELOPMENT AUTHORITY AND THE COUNTIES OF UMATILLA AND
MORROW, OREGON**

THIS MEMORANDUM OF UNDERSTANDING (hereinafter “MOU”) is entered into by and between the United States Army (“Army”), the Columbia Development Authority (“CDA”), the Confederated Tribes of the Umatilla Indian Reservation (“CTUIR”), and the Counties of Umatilla and Morrow, Oregon (“Umatilla County” and “Morrow County”), and hereby provides as follows:

Whereas: The US Army Umatilla Chemical Depot (“UMCD”) was selected for closure and transfer under Base Realignment and Closure Act of 2005 (Pub. Law 101-510) and the closure of UMCD was further refined under the National Defense Authorization Act FY2012, which prompted the Army to initiate National Historic Preservation Act (“NHPA”) Section 106 consultation to consider the effects of the transfer of UMCD property on historic properties which are eligible for listing in the National Register of Historic Places (NRHP) out of federal ownership; and

Whereas: The Army identified four (4) historic properties including the South Trail (35UM497) and North Trail (35UM498) as contributing elements of the Oregon National Historic Trails; the 1944 UMCD Igloo Accident Site; and the Coyote Coulee, a historic property of religious and cultural significance to an Indian tribe; and

Whereas: The CDA has been identified as the legal recipient of the closed UMCD property, including the historic properties, and entered into the NHPA Section 106 consultation process as an invited signatory; and

Whereas: The CTUIR will be receiving some UMCD property, including two historic properties (North Trail segment and a portion of Coyote Coulee), from the CDA after transfer by the Army, and entered into the NHPA Section 106 consultation process as an invited signatory in order to provide input on the post-transfer protection and mitigation measures of the historic properties; and

Whereas: Morrow and Umatilla counties have signed resolutions for the maintenance, protection, and preservation, in perpetuity, of two historic properties (South Trail and the 1944 UMCD Igloo Accident Site) on UMCD property transferred to the CDA (**Exhibits C and D** of the PA Amendment); and

Whereas: The Advisory Council on Historic Preservation (“ACHP”) and the Oregon State Historic Preservation Office (“SHPO”) also participated in the Section 106 consultation process as signatories; and

Whereas: The Army, and signatories executed *Amendment No. 1 to the Programmatic Agreement Among the Department of the Army, Oregon State Historic Preservation Officer, Advisory Council on Historic Preservation, Columbia Development Authority, and Confederated Tribes of the Umatilla Indian Reservation Regarding the Transfer of a Portion of the Former*

Umatilla Chemical Depot, Oregon (“PA Amendment”) on [insert date of execution by all parties], which included stipulations to mitigate the adverse effects of transfer of the historic properties out of federal ownership; and

Whereas: The Army obligations listed in Stipulations A through F of the PA Amendment contain the extent of Army responsibilities under Section 106 of the NHPA and no further actions by the Army under this MOU will be deemed necessary. The Army General Actions listed in Stipulation A and those Army responsibilities listed in Stipulations B, C, D, and E of the PA Amendment will be completed within 18 months of transferring the property to the CDA. The Army obligations listed in Stipulation F are required to be completed within 18 months of the full execution of the PA Amendment.

Now, therefore, the undersigned agree as follows:

PART 1. PUPROSE OF MEMORANDUM OF UNDERSTANDING

1.1 Purpose

- 1.1.1 This MOU acknowledges that the undersigned parties agree that the historic properties on the UMCD property should be maintained, protected, and preserved in accordance with stipulations of the PA Amendment until it expires. Once the PA Amendment expires, this MOU will carry forward the commitments and agreements in specific stipulations to manage and maintain the historic properties as stated below.

PART 2. CDA STIPULATIONS AND OBLIGATIONS

2.1 CDA Responsibilities

- 2.1.1 The CDA will transfer in fee title 4,019.1 acres of property to the CTUIR, as stated in the Memorandum of Agreement (MOA) between the CDA and the CTUIR (July 2019), and as specified in Stipulation D(2) of the PA Amendment, within 180 days of the transfer of the UMCD property from the Army to the CDA.
- 2.1.2 The CDA shall initiate consultation with Morrow County within 180 days of the transfer of the UMCD property from the Army to the CDA to develop and execute a binding instrument for the transfer of land containing historic properties to ensure the responsibility for the management, protection, and preservation of the South Trail are carried out as specified in Stipulation B(2) and the resolution in **Exhibit C** of the PA Amendment.
- 2.1.3 The CDA shall initiate consultation with Umatilla County within 180 days of the transfer of the UMCD property from the Army to the CDA, to develop and execute a binding instrument for the easement or license of land containing historic properties to ensure the responsibility for the management, protection, and preservation of the 1944 Igloo Accident Site are carried out as specified in Stipulation E(2) and the resolution in **Exhibit D** of the PA Amendment.
- 2.1.4 The CDA obligations listed in the above Stipulations of the PA Amendment and this MOU contain the extent of CDA actions and no further actions will be deemed necessary.

PART 3. CTUIR STIPULATIONS AND OBLIGATIONS

3.1 CTUIR Responsibilities

- 3.1.1 The CTUIR agrees to undertake the actions specified in Stipulations C(3) of the PA Amendment, including all internal procedures for accepting real property interests in the sites identified as the North Trail Segment and a portion of Coyote Coulee.
- 3.1.2 Accepting the real property interests shall be completed within 180 days of the CDA's obligations as specified in Sec. 2.1.1 of this MOU.
- 3.1.3 The CTUIR obligations listed in the above Stipulations of the PA Amendment and this MOU contain the extent of CTUIR actions and no further actions will be deemed necessary.

PART 4. MORROW COUNTY OBLIGATIONS

4.1 Morrow County Obligations

- 4.1.1 Consistent with Section 2.1.2 above, Morrow County shall consult with the CDA within 180 days of the transfer of the UMCD property from the Army to the CDA to develop and execute a binding instrument for the transfer of land containing the South Trail to ensure the responsibility for the management, protection, and preservation of the South Trail are carried out as specified in Stipulations B(2) and resolution in **Exhibit C** of the PA Amendment.

PART 5. UMATILLA COUNTY OBLIGATIONS

5.1 Umatilla County Obligations

- 5.1.1 Consistent with Section 2.1.3 above, Umatilla County shall consult with CDA within 180 days of the transfer of the UMCD property from the Army to the CDA, to develop and execute a binding instrument for the easement or license of land containing the 1944 UMCD Igloo Accident Site to ensure the responsibility for the management, protection, and preservation of the 1944 UMCD Igloo Accident Site are carried out as specific in Stipulation E(2) and the resolution in **Exhibit D** of the PA Amendment.

IN WITNESS THEREOF, the parties hereto have caused this MOU to be duly executed in duplicate as of the date of the last signature written below.

DEPARTMENT OF THE ARMY

A handwritten signature in black ink, appearing to read 'P. H. Lamb', with a long horizontal line extending to the right.

COL Phillip H. Lamb
Commander, Joint Base Lewis-McCord

COLUMBIA DEVELOPMENT AUTHORITY

Donald Russell
Board Chairman

CONFEDERATED TRIBES OF THE UMATILLA INDIAN RESERVATION

N. Kathryn Brigham, Chair
Board of Trustees

MORROW COUNTY

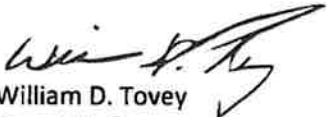
UMATILLA COUNTY

IN WITNESS THEREOF, the parties hereto have caused this MOU to be duly executed in duplicate as of the date of the last signature written below.

DEPARTMENT OF THE ARMY

COL Phillip H. Lamb
Commander, Joint Base Lewis-McCord

COLUMBIA DEVELOPMENT AUTHORITY


William D. Tovey
Board Chairman

CONFEDERATED TRIBES OF THE UMATILLA INDIAN RESERVATION

N. Kathryn Brigham, Chair
Board of Trustees

MORROW COUNTY


Don Russell, Chair
Morrow County Board of Commissioners

UMATILLA COUNTY


John M. Shafer
Umatilla County Commissioner

IN WITNESS THEREOF, the parties hereto have caused this MOU to be duly executed in duplicate as of the date of the last signature written below.

DEPARTMENT OF THE ARMY

COL Phillip H. Lamb
Commander, Joint Base Lewis-McCord

COLUMBIA DEVELOPMENT AUTHORITY

Donald Russell
Board Chairman

CONFEDERATED TRIBES OF THE UMATILLA INDIAN RESERVATION



N. Kathryn Brigham, Chair
Board of Trustees

MORROW COUNTY

UMATILLA COUNTY