



AGENDA
Columbia Development Authority
Board Meeting
Tuesday June 28, 2022
1pm
Location: Port of Morrow Two Marine Drive, Boardman

Note: This meeting will be held at the Port of Morrow in the Commissioners Boardroom. If you are unable to join us in person, please call into the conference phone number at **1-541-249-5577**.

Welcome and Greetings from Chairman Jim Doherty

Introductions CDA Board Members & Economic Development Updates

- **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** - CDA Attorney
- **Guests Introductions** and members of the press

Consent Agenda

1. Approve CDA Board Meeting Minutes May 31, 2022

- **Old Business**

1. Discuss 2022-2023 Budget and CDA Member Contributions
2. Approve the CDA- BEO Statement \$133,626.71 and Quickbooks Reconciliation May 2022 Balance \$133,626.70. Quickbooks P/L and Balance Sheet. CDA Grant P/L
3. Approve Grant Application and Budget
4. Engineer Contract
5. Deed and Army/CDA MOA
6. Title, Escrow, Title Insurance and Payment for the Land



Columbia Development Authority

7. Joint Legal Opinion - the Counties will recognize the lands conveyed by the Army, whether in a single or multiple parcels, as “legally established units of land” as defined by ORS 92.010(3)(a)(B)(ii).

- **Action Item**

8. Umatilla County Pipeline Agreement and Easement
9. UEC Easements/Conceptual Drawings

New Business

1. Water Options
2. Infrastructure and Planning Subcommittee Appointment
3. Forklift
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



MINUTES
Columbia Development Authority
Board Meeting
Tuesday May 31, 2022
1pm

Location: Port of Morrow Two Marine Drive, Boardman

Note: This meeting will be held at the Port of Morrow in the Commissioners Boardroom. If you are unable to join us in person, please call into the conference phone number at **1-541-249-5577**.

Welcome and Greetings from Chairman Jim Doherty

Introductions CDA Board Members & Economic Development Updates

- **CDA Board Members:**
- Chairman Jim Doherty, Morrow County
- 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 **Jessica Keys, Doug Olsen, JR Cook, Tom Lineer, Melissa Lindsey, Ryan DeGrofft, Tamra Mabbott, Brad Baird, Steve Williams, Josh Burns, Keith Ellis, Michele Lanigan, JR Cook**

Consent Agenda

1. Approve CDA Board Meeting Minutes **Motion was made to approve the minutes by Mr. Blanc, 2nd by Mr. Shafer, Motion carried.**
Note: **Mr. Sampson shared his wishes he left in the Zoom chat were not sufficient for the vote, since he had to leave the meeting. March 16, 2022 minutes are to add Mr. Sampson thoughts that were left on the zoom screen.**
2. Approve the CDA- BEO Statement \$133,126.71 and Quickbooks Reconciliation April Balance \$133,126.71. **Melissa Lindsey would like to recommend that the CDA board would change the word financials to BEO Stmt and Quickbooks reconciliation and suggested a P&L for a little more clarity of the financials.** Motion to strick the word financial and approval was made by Ms. Mittelsdorf, 2nd by Mr. Blanc, Motion carried.



- **Old Business**

1. **Deed and Army/CDA MOA** Mr. Smith shared that the Army, USACE, and CDA legal counsel are finalizing the MOA, Easements, Deed language, for future development on CDA land. CTUIR is also reviewing documents along with CDA Attorney.
2. **Title, Escrow, Title Insurance and payment for the land** Mr. Smith shared that CDA is now working with First American Title Co. out of Portland, an escrow account has been setup there. Since this is a large transaction we have changed title companies and are working with them to be able to provide Title Insurance. Note: prices for a Standard Owner's Policy could be between \$59,000-\$63,000.
The CDA will need \$1 million in escrow to pay for the property and additional funds to cover Title Insurance.
3. **Umatilla County Pipeline Agreement** Mr. Smith shared that CTUIR is currently reviewing the document.
4. **ODOT/CDA IGA** Mr. Smith shared that the agreement is under review by the Oregon Dept. of Justice.
5. **Insurance Coverage** Mr. Smith shared that the CDA was in receipt of RFP's from two highly qualified insurance companies who are Swanson Insurance Group and Wheatland Insurance. A Motion to except Swanson Insurance Group as the CDA Insurance Agent was made by Mr. Sampson, 2nd by Mr. Blanc, Motion carried.

- **New Business**

1. **Joint Legal Opinion on Legal Status of Parcels** The legal opinion is agreed by both Umatilla and Morrow Co. and will add this as an action item at our next meeting.
2. **OMD/CDA Rail MOA** Mr. Smith discussed this agreement will state who owns the track and maintains the track. Currently the track is not updated to today's standards.
3. **OMD/CDA/UEC MOA** Mr. Smith shared that this is a collaborative effort to provide intermintant service while the CDA is in transition.

Add the discussion of water to the next meeting agenda. Mr. Doherty suggested a water sub-committee.

- **Public Comment** Mr. Williams shared that Columbia Basin Farms has been leasing land from the CDA for years and would like remind the board about the option to purchase this parcel from the CDA.
- **Executive Session 2:41pm**

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 3:17pm with no further action.

DRAFT

Application for Federal Assistance SF-424			
1.Type of Submission:		2.Type of Application:	
<input type="checkbox"/> Preapplication <input checked="" type="checkbox"/> Application <input type="checkbox"/> Changed/Corrected Application		<input checked="" type="checkbox"/> New <input type="checkbox"/> Continuation <input type="checkbox"/> Revision	
		* If Revision, select appropriate letter(s): <input type="text"/>	
		* Other (Specify): <input type="text"/>	
3.Date Received:		2022-04-29 18:41:11	4.Applicant Identifier:
5a. Federal Entity Identifier:		NC2022-1933	5b.Federal Award identifier:
State use Only:			
6.Date Received by State:		7.State Application Identifier:	
8. APPLICANT INFORMATION:			
a.Legal Name:		Port of Morrow	
b. Employer/Taxpayer Identification Number(EIN/TIN):		93-0575616	c. Organizational UEI: 104063490
d. Address:			
Street1:		P.O. Box 200	
Street2:			
City:		Boardman	
County/Parish:			
State:		OR	
Province:			
Country:		United States	
Zip / Postal Code:		97818-0200	
e. Organizational Unit:			
Department Name:		Division Name:	
f. Name and Contact information of person to be contacted on matters involving this application:			
Prefix:		Ms.	First Name: Lisa
Middle Name:			
Last name:		Mittelsdorf	
Suffix:			
Title:		Director of Economic Development	
Organization Affiliation:		Port of Morrow	
Telephone Number:		541-481-7678	Fax Number:
Email:		lisam@portofmorrow.com	

Application for Federal Assistance SF-424
9. Type of Applicant 1: Select Applicant Type:
D: Special District Government
Type of Applicant 2: Select Applicant Type:
Type of Applicant 3: Select Applicant Type:
Other (specify):
10.Name of Federal Agency:
Office of Local Defense Community Cooperation
11. Catalog of federal Domestic Assistance Number:
12.607
CFDA Title:
12.607 Community Economic Adjustment Assistance for Establishment, Expansion, Realignment, or Closure of a Military Installation
12. Funding Opportunity Number:
Title:
13. Competition Identification Number:
Title:
14. Areas Affected by Project (Cities, Counties, States, etc.):
Cities: Hermiston, Boardman, Umatilla, Stanfield, Echo, Pendleton, Irrigon, Heppner, Lone, Lexington, Arlington and Condon. Counties: Umatilla, Morrow and Gilliam Counties. State: Oregon.
15. Descriptive Title of Applicant's Project:
Umatilla CD Redevelopment 2022
Attach supporting documents as specified in agency instructions.:

16. Congressional Districts Of:			
a. Applicant	02	b. Program/Project	02
Attach an additional list of Program/Project Congressional Districts if needed.			
17. Proposed Project:			
a. Start Date:	2022-04-01	b. End Date:	2023-03-31
18. estimated Funding (\$):			
a. Federal:	\$630,197		
b. Applicant:	\$70,026		
c. State:	\$0		
d. Local:	\$0		
e. Other:	\$0		
f. Program Income:	\$0		
g. TOTAL	\$700,223		
19. Is Application Subject to Review By State Under Executive Order 1372 Process?:			
<input type="checkbox"/> a. This application was made available to the State under the Executive Order 12372 Process for review on <input type="checkbox"/> b. Program is subject to E.O. 12372 but has not been selected by the State for review <input checked="" type="checkbox"/> c. Program is not covered by E.O. 12372.			
20. Is the Applicant Delinquent on Any Federal Debt? (If "Yes", provide explanation in attachment.)			
<input type="checkbox"/> Yes		<input checked="" type="checkbox"/> No	
21. By signing this application, I certify (1) to the statements contained in the list of certifications** and (2) that the statements herein are true, complete and accurate to the best of my knowledge. I also provide the required assurances** and agree to comply with any resulting terms if I accept an award. I am aware that any false, fictitious, or fraudulent statements or claims may subject me to criminal, civil, or administrative penalties. (U.S. Code, Title 218, Section 1001)			
<input checked="" type="checkbox"/> ** I AGREE			
** The list of certifications and assurances, or an internet site where you may obtain this list, is contained in the announcement or agency specific instructions.			
Authorized Representative:			
Prefix:		First Name:	Eileen
Middle Name:			
Last name:	Hendricks		
Suffix:			
Title:	Controller		
Organization Affiliation: Port of Morrow			
Telephone Number:	541-481-7678	Fax Number:	541-481-2679
Email:	eileenh@portofmorrow.com		
Signature of the Authorized Representative:		Date Signed:	

Application Narrative

Use this section to describe the proposed project and justify the need for financial assistance. The Narrative should include the following sections, in the following order: Application Abstract; Introduction/Background; Need for Assistance; Project Goals and Objectives Related to OLDCC Mission; Results or Benefits Expected; Approach & Timeline; and Deliverables/Products. Each section is limited to 1,000 words, unless otherwise noted. Appendices, charts, maps and other illustrative materials may be attached to further describe the proposal.

Key Personnel

Name	Title	Email	Resume
Greg Smith	Executive Director	columbiadirector@gmail.com	Download

Contractor Services

Does this grant require use of contractor services?

Yes

Contractor Name	Description	Start Date	End Date	Scope of Work
-----------------	-------------	------------	----------	---------------

Sub Recipient

Do you anticipate awards to any sub recipients?

No

Deliverables Instructions

Identify tangible products and/or other projected work program accomplishments Examples include, but are not limited to, Joint Land Use Study Final Report; Base Redevelopment Plan and Homeless Assistance Submission; Infrastructure Analysis and Recommended Improvements; Defense Industry Supply Chain Map; or Growth Management Plan

Grant Deliverable List

Name	Description	Deliverable Date
Easement Preparations	Planning and design of Easement parcels, Establish Parcel Easements Utility easements, protection easements for the Oregon Trail, establish easement protection area for igloos, extend easement for proposed surface water injection area.	03/31/2023
Site Partitioning Documents	Prepare applications and mapping for submission to planning department. Stamp and submit final partitions.	03/31/2023
Water Rights Documents	Research of water rights, complete paperwork with OWRD to transfer ownership of the CDA Water rights, Complete well permit(s) for new proposed wells, determine potential new well site.	03/31/2023
Land Transfer to CTUIR	After the CDA becomes the owner 9,511.37 acres the CDA will transfer 4059 acres to CTUIR for Wildlife Habitat Protection.	03/31/2023

Goals related to OLDCC mission instructions

Mission: Provide a community-based program of financial and technical assistance in coordination with other domestic Federal programs to help communities respond to Base Realignment and Closure (BRAC) and other military base closures or realignments

Enable impacted communities to reuse BRAC property, create jobs, and meet other public needs

Goals related to the OLDCC mission

The primary focus of the CDA is creation of future employment opportunities to offset the negative regional impacts of base closure. The goal is to bring future high caliber employment that will provide competitive family wages and salaries, healthcare benefits, and improvements to the local tax base, jobs that promote sustainable, long-term economic development for the benefit of the Community and Region.

CAGE Code: 68GP3

Grant Introduction/Background

In 1941, the Army created the Umatilla Army Depot (UMAD), now known as the UMCD. During its 70-year history, UMCD expanded to 19,729 acres, 17,055 acres owned in fee simple as a complex of warehouses, munitions magazines, shops and office buildings, with remaining acreage in easements. The Base was selected for closure under the 2005 round of the Base Realignment and Closure Act (BRAC). The destruction of the UMCD stockpile of chemical weapons at the specially constructed Umatilla Chemical Agent Disposal Facility was completed in October 2011.

The Department of Defense Office of Economic Adjustment (OEA) recognized the UMADRA as an LRA for purposes of planning for the reuse and redevelopment of the UMCD in 2009.

UMADRA, comprised of Umatilla County, Morrow County, the Confederated Tribes of the Umatilla Reservation, Port of Morrow, and Port of Umatilla, prepared a Redevelopment Plan in 2009/2010 with an OEA grant of \$776,411. The plan was submitted to the Army and the Department of Housing and Urban Development (HUD) in August 2010. In October 2010 HUD issued a letter of approval.

The UMCD did not close by the BRAC statutory deadline of 15 September 2011 because, as noted above, the chemical destruction was still underway until October 2011. In mid-2011 the Army concluded that the UMCD could not close under BRAC because it did not close by the BRAC deadline of 15 September 2011. The Oregon Congressional delegation became involved and introduced legislation to allow the UMCD to close under BRAC authorities. In December 2012, legislation in both the 2012 National Defense Authorization Act (NDAA) and the Appropriations Bill was enacted to allow the UMCD to close under BRAC

authorities. The UMCD held a closure ceremony on July 17, 2012, and officially closed on August 1, 2012.

In September of 2012, the OEA provided a \$447,622 grant of federal funds with a local cash match of \$49,736 for a total of \$497,358 for 13 months. The grant provided for:

1. An LRA Redevelopment Office with staffing for an Executive Director and administrative assistant
2. Preliminary Development Feasibility Analysis
3. Land Use Analysis

In September of 2013, the OEA provided an additional \$821,054 grant of federal funds with a local cash match of \$92,000 for a total of \$913,054. The grant provided for:

4. Continued operations support for the planning LRA office with likely conversion to an ILRA during the grant period.
5. Support for the Umatilla County Planning Office and Morrow County Planning Office to provide the necessary assistance to the LRA/ILRA for the land, utilities, and transportation planning.
6. Infrastructure Analysis and Business and Operations Plan.
7. Assistance in the preparation of an EDC application.
8. Consultant support for three Interchange Area Management Plans (IAMPs), conducted per Oregon Department of Transportation (ODOT) standards.
9. Legal assistance in the formation of the ILRA, EDC application, and other transactional documents.
10. Funding to support an audit.

In September of 2014, the OEA provided an additional \$417,467 grant of federal funds with a local cash match of \$46,386 for a total of \$463,853. The grant provided for:

1. Continued operations support for the Columbia Development Authority for an Executive Director and administrative assistant.
2. Land survey services to provide boundary surveys and legal descriptions for the parcels to be conveyed to the CDA from the U.S. Army.
3. Legal support services to provide BRAC counsel and assistance with completing the EDC.
4. Environmental support services provided by the Confederated Tribes of the Umatilla Indian Reservation (CTUIR) Department of Sciences and Engineering.

In September of 2015, the OEA provided an additional \$317,640 grant of federal funds with a local cash match of \$35,293 for a total of \$352,933. The grant provided for:

1. Continued operations support for the Columbia Development Authority for an Executive Director and administrative assistant.
2. Contracted services with the Confederated Tribes of the Umatilla Indian Reservation Division of Science and Engineering for the provision of environmental support services.
3. Legal assistance for EDC transactional documents and related matters also issues related to environmental reviews and liability assessment associated with the EDC.

In September of 2016, the OEA provided an additional \$357,279 grant of federal funds with a local cash match of \$39,757 for a total of \$397,036. The grant provided for:

1. Continued operations support for Columbia Development Authority for an Executive Director and administrative assistant.
2. Contracted services with the Confederated Tribes of the Umatilla Indian Reservation Division of Science and Engineering for the provision of environment support services.
3. Legal assistance for EDC transactional document and related matter and issues related to environmental reviews and liability assessment associated with the EDC.

A significant accomplishment was the negotiation of water rights resulting in a water rights agreement between Oregon Military Department (OMD) and the CDA executed July 25-26, 2016.

The Redevelopment Plan recommended transfer of 7,500 acres for the benefit of the Oregon Army National Guard (OARNG).

On November 27, 2017, the Army assigned 7,500 acres of real property and improvements to the National Guard Bureau (NGB) via a Form 1354. NGB followed by subletting the property to the Oregon Military Department (OMD). Planning and development for infrastructure improvements, new facilities and training facility are well underway. The CDA's Redevelopment Plan also calls for the establishment of a 5,677-acre wildlife habitat refuge, 640 acres of agricultural zoning, and 3,150 acres of industrial zoning. The Army will eventually transfer 9,539 acres to the CDA in two phases, 9,475 acres in Phase 1 and 64 additional acres of which still require environmental remediation, in a Phase 2 transfer.

April 2019- March 2020 the CDA was awarded \$365,176 Federal Grant and \$65,652 Non- Federal Grant totaling \$430,828. During this time frame the CDA negotiated with the Confederated Tribes of the Umatilla Indian Reservation on the following:

CDA Obligations

The CDA has agreed to the following:

- A. To transfer fee title to at least 4,059 acres of Depot Land that the CDA receives from the U.S. Army to the CTUIR, 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. In 8-10 years following Army's transfer of the Property to the CDA, 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 4,059 acres 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 portions of the 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 preservation of shrub steppe wildlife habitat.

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. The CDA and CTUIR agree to evenly split the proceeds from the sale of the Farm Parcel. CTUIR's share will be used to manage the CTUIR Land and for other purposes as determined by CTUIR's 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 this portion of Depot Land to the CTUIR.
- E. To grant to the CDA a 150' wide utility ROW to serve CDA industrial lands 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 roads across the CTUIR Land to access the land referred to on the Depot Map as Heavy Industrial Zone (aka the "Demil Parcel,") 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

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' respective portions of the 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 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 manage, maintain, protect and preserve historic properties and properties of religious and cultural significance, including but not limited to the Coyote Coulee, the North Trail, the South Trail and 1944 UMCD Igloo Accident site, all 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 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 those portions of the property determined eligible for listing in the National Register for Historic Places (NRHP).

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 following Army's transfer of 9,539 acres, a portion of which is the closed Landfill, the CDA will convey 4,059 acres to CTUIR, which includes the Landfill. Both parties shall be protected in perpetuity as the Landfill is covered under the Comprehensive Environmental Response Compensation and Liability Act (CERCLA).

Section 106 consultations concluded on July 17, 2019. The next task will be working with U.S. Army Corps of Engineers, Albuquerque District and consulting parties on actual implementation of the Specifications (e.g., interpretive panels) as identified in the PA amendment.

Once the MOA with the Tribes was completed in 2019, the Section 106 mitigation could reconvene. CDA worked with the US Army, Oregon State Historic Preservation Officer, CTUIR and the Oregon Trail Advocates on the plan for the protection and preservation of historical, religious and cultural significance. Those properties are the South Oregon Trail section of the Route (35UM497), the North Oregon Trail Route (35UM498), the Coyote Coulee, and 1944 UMCD Igloo Accident site and Fallout Shelter.

Note: The PA Amendment will be completed and signed by the Army, CDA, CTUIR, Oregon State Historic Preservation Officer (SHPO), and the Advisory Council on Historic Preservation (ACHP). The parties agreed on a comprehensive plan to mitigate the potential adverse effects of property transfer out of federal control.

April 2020, OEA awarded a grant to the CDA for April 2020-March 2021 in the amount of \$478,100.00 Federal funding and \$53,124.00 Non-Federal funding for a total of \$531,224.00.

Environmental

Accomplished April 2020-March 2021

The following five documents relating to the LUCs were made available for public comment:

1. Easement and Equitable Servitude (EES): Documents those portions of the property encumbered by land use controls and identifies enforcement by EPA and ODEQ. Note: The RCRA permit closure plan is mentioned in the EES, but not attached to it.
2. The ESDs are an attachment to the EES, but are not included in this document.
3. Site 34, The Landfill Explanation of Significant Differences (ESD): The 17.49-acre Landfill (closed) was a permitted landfill used for the disposal operationally generated industrial waste.
4. Site 47, The Deactivation Furnace ESD: Remediation of the 15.97-acre Deactivation Furnace was completed in 1998. However, since then the lead exposure limits for unrestricted use have decreased and LUCs will be implemented to address these changes.
5. Site 39, The Quality Assurance (QA) Function Range MFR: The 635.68-acre QA Function Range was used for testing of conventional munitions, weapons and related materials.

The ESD's are an attachment to the EES, but is not included in this document as it's provided separately.

Note: CDA along with legal counsel provided additional suggested comments. We still have not received the final signed document.

Properties of Religious and Cultural Significance (PRCS) Eligible for listing in NRHP

1. Programmatic Agreement (PA) amendment – on going negotiations with SHPO, ACHP, CTUIR and Army.
 - Exhibits to PA amendment were completed.
 - CDA and Consulting Parties reviewed the draft PA amendment several times.

Real Estate

2. MOA between Army and CDA is currently with OGC. CDA anticipates only one or two additional meetings with DASA-IHP, OGC and ELD as the document is nearing its conclusion.
 - Exhibits to MOA have been finalized and surveys were completed by CDA engineer. Four new exhibits will be added, 2 resolutions and corresponding access easements for Umatilla and Morrow Counties.
 - The U.S. Army Corps of Engineers -Seattle District cannot begin drafting the Deed to the Property until the Finding of Suitability to Transfer (FOST) is published for its 30-day public comment period. Drafting the Deed, review and agreement by all stakeholders on surveys, legal descriptions, and easements is a complex process that could consume financial resources and will likely take up to 4 months to conclude.

Planning Support Services

Accomplished April 2020-March 2021

The majority of the work and the most intensive work was completed, specifically the site survey and the site industrial park layout work. This list is based on what we initially did coupled with changing efforts as the planning and preliminary engineering work proceeded. There are several other smaller tasks throughout this process as assigned by the CDA.

Site Survey Work – A completed site survey for the purpose of updating the overall maps of the CDA property.

- Secured several prior survey documents and maps
- Conducted research to establish and confirm survey control for the depot
- Completed easement research to properly depict existing easements onto updated maps
- Completed ground surveying to confirm control and to accurately depict property lines to separate parcel ownership between the OMD, CDA, and counties.

- Transferred all information onto a mapping database to set the basis to prepare site maps for planning and site layout purposes

Site Industrial Park Layout Work – site layout alternatives for group discussion.

- Investigated typical industrial property lot sizes, both acreage and dimensions
- Developed a site layout that would maximize readily available industrial property while maximizing access to a new road network
- The developed site layout included a potential new industrial road connecting each interstate interchange, and included a loop road around the storage igloos
- Developed approximate footprint areas for wastewater lagoons, water infiltration areas, water system, all while protecting other site features, such as the storage igloos, potential solar development areas, etc.
- Worked with NOWA to determine the size of area needed for their infiltration project and where it could be located on CDA property
- Developed preliminary design criteria to evaluate anticipated water and wastewater needs for industrial developed areas
- Secured measurements of features located in the corridor along the south side of OMD between the east and west industrial properties to help place the UEC transmission line as it relates to other corridor needs, such as roads, rail, other utilities, etc.

Infrastructure Systems Evaluations – evaluations on what would be needed to provide infrastructure service to the properties, from a high-level perspective.

- Evaluated on site infrastructure and its availability to serve CDA and county properties, specifically wells that will be under CDA ownership
- Reviewed well logs, aquifer well sources, and water rights information
- Evaluated alternatives for wastewater system treatment and disposal, to include on site disposal, City of Hermiston, etc. Completed a basic evaluation of other utilities potentially needed for industrial site development, such as power, gas, etc.

ODOT Interactions – engaged ODOT as it relates to the HB 2017 funding and ODOT expectations for the two interstate interchanges.

- Set up and attended meetings with ODOT to discuss their thoughts and general requirements for use of HB 2017 funds
- Determined what the HB 2017 funds could be used for as well as exclusions as it relates to their use
- Coordinated with ODOT as to potential schedules for preliminary use of the funds for engineering design purposes

Umatilla Electric Coordination – interacted with UEC to assist with development of their transmission line corridor through the CDA property.

- Coordinated with UEC for their transmission line needs in terms of width, cornering capabilities, preferred routes, etc.
- Evaluated the most probable location for the UEC transmission line corridor Site Mapping and GIS System Preparation – All efforts above were incorporated into development of site maps that are accurate.
- Prepared overall site maps using prior mapping efforts coupled with more recent mapping efforts
- Focused efforts on accurately depicting property lines and boundaries
- Overlaid important site features on the mapping, such as the igloo accident area, Oregon trail protection areas, etc.
- Completed mapping efforts in a GIS format so the mapping can be readily expanded in the future, and more easily shared in a web-based application in the future

CDA Meetings – Presentations in CDA Board Meetings

Rail Design

Accomplished April 2020-March 2021

- Engineer attended CDA work session meetings to review draft site layout figures, site visit and discussions.
- Attended CDA meetings to discuss other infrastructure related items, as needed Deliverables included 10% design submission to UPRR for review (11"x17" full size). The drawings were formatted for Union Pacific Rail Road (UPRR) review and approval as per UPRR Industry Track Standards.

The following key understandings consistent understanding of the Rail Design scope:

- Concept layouts for rail service to support both the Port Industrial and the Depot Industrial sites.
- Rail Engineer provided coordination with UPRR to get the plans into rail access and coordination with UPRR on the review and approval of the development concept in rail access.

A preferred layout was designed and accepted by CDA Board

Submitted the Rail Development Concept (10% Design Concept) to UPRR for review.

April 1, 2021-March 31, 2022

April 2021, OLDCC awarded a grant to the CDA for April 2021-March 2022 in the amount of \$542,325 Federal funding and \$60,260 Non-Federal funding for a total of \$602,585.

Grant Cycle the CDA worked to take official ownership of the depot property; however, this did not take place during this grant cycle. The Army/CDA deed should be complete and a scheduled closing should take place by June 2022. The grant enabled the CDA to continue to carry out the BRAC-mandated process for the UAD redevelopment. The specific need for the grant funded the CDA for continued on-going operations and expenses attorney fees, conveyance services so that the CDA would take possession of the first phase/Parcel 1 that would include 9511.37 acres of depot land to be transferred to the Columbia Development Authority later this year.

The Columbia Development Authority utilized funds to continued planning for the redevelopment of the Umatilla Army Depot, located in Umatilla and Morrow counties in Eastern Oregon. The Columbia Development Authority continued its operational support and consulting services associated with the following:

- Legal Assistance and Conveyance Services were the main priority for this grant cycle.

Reviews and suggested edits for Economic Development Conveyance transactional documents, environmental reviews of the FOST, FONSI, ECP Updates and reviewed the ECP Recertification and Programmatic Agreement Amendment as well as Resolutions to protect the historical properties.

- Conveyance and Redevelopment assistance to support on-going negotiations and development of key documents with the Army, document reviews, and transactional support.

- The PA Amendment went out for its 30-day public review and then was signed by the State Historic Preservation Office (SHPO), Advisory Council on Historic Preservation (AHP), CDA, and CTUIR. On January 5, 2022 the CDA received the signed Programmatic Agreement Amendment and supporting documents. This Amendment 1 to the Programmatic Agreement Among the Department of the Army, the State Historic Preservation Officer, and the Advisory Council on Historic Preservation Regarding the Closure and Transfer of Select Parcels of Umatilla Chemical Depot, Oregon. By carrying out the terms of the Agreement as amended, the Department of the Army will fulfill its responsibilities under Section 106 of the National Historic Preservation Act and the regulations of the Advisory Council on Historic Preservation.

- FOST (Finding of Suitability to Transfer) The FOST is under its final reviews by the CDA, EPA and the Army. The CDA expects this document will be finalized by April 1, 2022.

- FONSI (Finding of no Significant Impact) for the closure, disposal, and reuse of Umatilla Chemical Depot. The UMCD was closed in August 2012 under the 2005 Base Realignment and Closure Act. Of the 17,148.72 acres, 9,511.37 acres will transfer out of Army Control. As a result of the property leaving Army control, an Environmental Assessment (EA) was developed in accordance with the National Environmental Policy Act (NEPA) and associated implementing regulations issued by the Council on Environmental Quality (CEQ), Code of Federal Regulations (CFR), 40 CFR 1500–1508 and the Army implementing regulation, “Environmental Analysis of Army’s Actions” (32 CFR Part 651). The EA and draft FONSI underwent a 30-day public comment period in August 2016. Since then the Programmatic Agreement (PA) was amended and underwent a 30-day public comment period from July 15 to August 16, 2021. The FONSI has since been updated and completed its public review on October 25, 2021.

- ECP (Environmental Conditions Report Update) for Parcel 1 was completed and updated on December 1, 2021.

- EDC (Economic Development Conveyance) approval letter was received on February 18, 2022.

- Planning for infrastructure is ongoing. Due to the fact that the CDA does not own the property, it is impossible to apply for infrastructure grants, and as such, CDA and CDA partners are on hold until we own the property. An initial plan for water, sewer and other utilities was completed under the 2021 grant award.

Planning for the use of HB2017 funding to begin to develop access to the properties is ongoing. The CDA has acquired \$7M to utilize towards the development and design a road to access the Depot Industrial area by the southern boundary in Umatilla Co and to begin planning for a road to access the Port Industrial area in Morrow County from the west. Access is important to redevelopment as we have industrial development property in two counties.

- Preliminary map of electrical needs for future development on the Umatilla Co side of the property was clearly designed.
- The CDA continued to work with sub-leases that include 11 igloos, a small sublease on Ag property and a small space leased on the ground to the construction company that is performing the remediation for the Army. The CDA was advise by local BRAC that they would not allow for additional sub-leases as we are so close to transfer. The CDA agrees that we would not want to slow down the process at this time.

Need for Assistance

We anticipate during the grant cycle April 1, 2022 - March 31, 2023 the CDA will take official ownership of the depot based on discussions with the Army. The proposed grant will enable the CDA to continue to carry out the BRAC-mandated process for the UAD redevelopment. The specific need for the grant is to fund the CDA for continued on-going operations and expenses to take possession of and redevelop the UAD.

Grant Abstract

The Columbia Development Authority is receiving technical and financial support for the continued planning and redevelopment of the Umatilla Army Depot, located in Umatilla and Morrow counties in Eastern Oregon. The grant is for continued Columbia Development Authority operational support and consulting services associated with the following:

- Legal assistance for Economic Development Conveyance transactional documents, environmental review, and liability assessment associated with the transfer of property.
- Planning assistance to update the infrastructure assessment and redevelopment plan.
- Conveyance and Redevelopment assistance to support on-going negotiations and development of key documents with the Army, document reviews, and transactional support.

This grant advances the Army's and Columbia Development Authority's mutual goal to return approximately 9,511.37 acres of the Umatilla Army Depot back to local control and remove the property from the Army's active base inventory. The Army and Columbia Development Authority expect to conclude property transfer for all but 28.07 acres by the end of calendar year 2022.

Results or Benefits Expected

The expected result of this grant assistance is 9511.37 acres of the former Umatilla Army Depot will be transferred to the Columbia Development Authority through a Quit Claim Deed, and 4059 acres of the 9511.37 acres will be transferred from the Columbia Development Authority to the Confederated Tribes of the Umatilla Indian Reservation to manage the North Oregon Trail and the Wildlife Habitat area.

Approach and Timeline

APPROACH AND TIMELINE

The Columbia Development Authority's office is located at the Port of Morrow in Morrow County. The CDA will continue to staff the redevelopment office to maintain management, coordination, communication, planning, and reuse activities of the CDA.

The Port of Morrow will continue to act as the fiscal agent for this grant. The Port of Morrow serves as the economic development agency for Morrow County. They are responsible for managing several Federal and State Grants each year. As

the fiscal agent of this grant, the Port of Morrow will ensure equity and parity in the management and use of federal funds on behalf of the CDA. The Port of Morrow is instrumentality of local government in the state of Oregon.

Legal Support services are key components in providing professional services related to the Army transfer for reviews, edits, agreements, and transactional documents including the list below in regards to the real estate that will be conveyed to the Columbia Development Authority.

With the assumption that April 1, 2022 would start a new grant year the following must be driven primarily by the Army's progress on preparing and delivering the legal and transactional documents for CDA review and final signed MOA between the CDA and the Army. The CDA projects that Army will convey 9,511.37 acres to CDA by end of calendar year 2022. With the remaining 28.07 acres conveyed once the property has been deemed clean.

A projected timeline for major deliverables, objectives and milestones the Columbia Development Authority is working on:

The Conveyance Package: a conveyance of real and personal property for the purposes of job generation. The Finding Of Suitability to Transfer by deed under CERCLA has completed it's 30 day public review, this document is currently under review and signature by ODEQ, the Army expects this document to be signed by the Army by April 2022. The MOA between the Army and the CDA is currently providing its final draft and suggested edits to the Office of General Counsel. A title search will be conducted by title companies in Umatilla and Morrow Counties will be conducted in April 2022. The Deed shall be the equivalent of a good and sufficient deed, conveying any and whatever title is held by the Army. The CDA assumes that at closing June 2022 the the Army shall deliver the applicable Deed and the Army-CDA Easements, Water Rights held by the CDA, in final form of execution by the CDA along with any other documents reasonably required by the title company to record such Deed and issue a standard coverage owner's policy of title insurance with respect to the Parcels that will transfer from the Army to the CDA.

Prepare for closing and transfer documents for the land that will transfer from CDA to CTUIR of 4059 acres for Wildlife Habitat management by September 2022.

Planning Support Services

Planning and development of the CDA Property

EASEMENT PREPARTION February 2023

The Columbia Development Authority (CDA) has made significant progress with site planning activities for the layout, roads, utilization of water rights, and utilities needed to serve various properties that were formerly part of the Ordinance facility at Camp Umatilla just west of Hermiston, Oregon.

The development of several needed easements for the CDA property. Future utilities are expected to be placed within a new right-of-way developed as part of the separately funded House Bill 2017 roadway work, other easements will need to be created.

SITE PARTITIONING WORK February 2023

This task includes preparing a tentative and final partition plat (subdivision plan) to create needed and future parcels for site development.

WATER RIGHTS WORK March 2023

This work also includes establishing a new well permit(s) for any proposed wells. Anticipated task items include: Research current water rights-related agreements to clearly establish which water rights are to become CDA owned.

Other Planning May Include:

Assist with preparation of utility agreements with utility providers. Further refine infrastructure costs and plans that were developed under grant cycle 2021-2022.

Scope of Work/Work Program

PLANNING SUPPORT SERVICES

The Columbia Development Authority (CDA) has made significant progress with site planning activities for the layout, roads, and utilities needed to serve various properties that were formerly part of the Ordinance facility at Camp Umatilla just west of Hermiston, Oregon. The site is being separated with various entities taking ownership, such as the Oregon Military Department (OMD), the CDA, and the Confederated Tribes of the Umatilla Indian Reservation. At this time, the CDA desires to move into more of the implementation phase for several of the utilities and layout needs of the properties to be transferred to the CDA. The purpose of this Scope of Work (SOW) is to complete the “next steps” for initial implementation of many of the planning items completed to date.

TASK NO. 1 - MEETINGS/CORRESPONDENCE

This task includes preparation for and attendance of meetings and general correspondence with the CDA and others, as appropriate, during completion of the work.

Assumptions

- The Engineer will schedule, coordinate, and prepare for all meetings, as required.
- Agendas and meeting minutes will be kept and shared during the project.

TASK NO. 2 - EASEMENT PREPARATION WORK

This task includes development of several needed easements for the CDA property. While some of the future utilities are expected to be placed within a new right-of-way developed as part of the separately funded House Bill 2017 roadway work, other easements will need to be created. Easement creation work will include a legal description and sketch, or map, depicting the easement location. These items will then be recorded so the easement becomes part of the public record. Efforts to date on the planning work for the CDA property indicate the following easement descriptions will be necessary:

- Establish easement parcels for the needed municipal water and sewer system major components. These easement parcels are needed for the water storage reservoir, well, and booster pump system sites and the wastewater treatment and storage lagoon site.
- Establish utility easements for utilities that will be located outside the new road right-of-way. This will most likely be the case for much of the Umatilla Electric Cooperative electrical lines and substations.
- Establish a protection area easement for the Oregon Trail site to be protected near the current Depot entrance.
- Confirm all existing easements on Depot land to become CDA-owned land so a clear record of all existing easements is prepared, including maps.
- Establish an easement protection area for the igloo accident site so it is properly identified and protected.
- Extend the existing Northeast Oregon Water Association easement to the proposed surface water injection area. This easement shall include the injection area site.
- Establish any needed easements on the face of the partition plat, if possible. Partition platting is discussed hereafter in this SOW.

It will be important to establish these easements prior to CDA site development so the protected areas as well as utility areas are kept clear from future development and/or impacts.

TASK NO. 3 - SITE PARTITIONING WORK

This task includes preparing a tentative and final partition plat (subdivision plan) to create needed and future parcels for site development. Some of the easement parcels identified in Task 2 may need to be actual partitioned properties. In addition, other site features or industrial lots may need their own lax lot. The partition work will create these needed parcels. The partitioning work is anticipated to include the following:

- Determine if actual partitions or site easements are needed for some of the areas outlined in Task 2.
- Work closely with applicable planning departments and the CDA attorney to determine what areas need to be protected as actual partitioned sites.
- Prepare the necessary applications and mapping for submission of tentative plans to the planning department.
- Attend public meetings for the portioning process.
- Address review comments on the partition plats.
- Stamp and submit final partitions after all review comments are received and properly addressed.

TASK NO. 4 - WATER RIGHTS WORK

This task includes completing needed paperwork with the Oregon Water Resources Department (OWRD) to properly secure ownership of any existing water rights that are to become CDA water rights. This work also includes establishing a new well permit(s) for any proposed wells. Anticipated task items include:

- Research current water rights-related agreements to clearly establish which water rights are to become CDA owned.
- Complete the paperwork with OWRD and others, as required, to transfer ownership of the water rights to the CDA.
- Complete a well permit(s) for any new proposed wells to secure OWRD approval for any proposed well drilling activities.
- Establish another “point of appropriation” for a potential new well site using existing water rights, should that approach prove to be the preferred method to proceed.

TASK NO. 5 - OTHER GENERAL SERVICES TASKS

These tasks include other anticipated tasks to be completed in support of ongoing site development activities. These tasks are anticipated to include the following:

- Assist with preparation of utility agreements with utility providers, as required.
- Further refine infrastructure costs and plans that were developed under earlier SOWs, if needed.
- The CDA agrees to start and complete all of its obligations as specified in Amendment #1 to the PA within eighteen (18) months following the date of Army and CDA’s Closing on the Property.

South Trail:

The CDA shall manage, protect, and preserve a 600’ length X 500’width segment of the South Trail in accordance with applicable Oregon lawn, regulations, and Morrow County Zoning ordinances, for so long as CDA owns the land on which the South Trail is located. For purposes of safety, the CDA in coordination with Army and SHPO, may enclose the interpretive segment of the South Trail with strategically located boulders and natural berms. The CDA shall provide aerial still photographs of the entire length of the South Trail to signatory parties and will consider local support for the cost to perform. The CDA will provide Americans with Disabilities Act (“ADA”) compliant parking and an ADA compliant platform located on an existing knoll located on the South Trail. The CDA will develop and upload the content for the Exit Next History app of the South Trail in coordination with signatory parties.

North Trail: The CDA shall provide aerial still photographs of the entire length of the North Trail measuring 5,787’ length X 150’ width and will consider local support for the cost to perform.

Coyote Coulee:

The CDA shall manage, 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.

1944 UMCD Igloo Accident Site:

The CDA shall manage, protect, and preserve this site measuring 1,200’ length X 275’ width in accordance with applicable Oregon law, regulations, and Umatilla County zoning ordinances, for so long as CDA owns the land on which the 1944 UMCD Igloo Accident is located. The CDA shall protect the site which will include one shelter, two standing igloos, and associated berms by installing and maintaining a 4’ high fence at its entire perimeter with a single-entry gate.

LEGAL SUPPORT SERVICES

Legal services are key components in providing professional services related to the Army transfer for reviews, edits, agreements, and closing transactional documents including the list below in regards to the real estate that will be conveyed to the Columbia Development Authority.

The scope of work will consist of 1) providing legal services to the CDA in the acquisition of certain portions of the Property, specifically the areas commonly referred to as Parcel 1 and Parcel 2, from the United States Department of the Army; and 2) providing real estate and related legal services for purposes associated with the redevelopment these parcels.

More specifically, the work will include support to CDA to facilitate the negotiation and finalization of a Memorandum of Agreement—which serves generally as the purchase and sale agreement—along with other work required to close the transaction and finalize the conveyance of Parcel 1 and, eventually, Parcel 2, to the CDA. This work is anticipated to include the

following: a) due diligence concerning the sale and transfer of property to CDA and from CDA to other parties; b) work with Morrow County and Umatilla County concerning legal lots of record; c) an evaluation of the need for any partition, subdivision, or boundary line adjustments as necessary to secure legal parcels (lots of record) under Oregon land use laws; d) reviews and drafting of easements, licenses and/or other agreements with third parties; e) evaluating preliminary title reports and working with local title companies to close transactions; f) assisting CDA to obtain insurable title(s) to Parcel 1, Parcel 2, and other properties that CDA intends to transfer, as appropriate; g) and work with the two County recorders offices to obtain recordable deeds.

This engagement shall also include evaluating applicable state and federal legal requirements and assisting the CDA Board in ensuring that the real estate transactions are undertaken within CDA's authority. This work may include documenting real property transactions needed to secure funding for the purchase of Parcel 1 and/or Parcel 2.

There may be a recording covenants on Parcel 1 and/or to consider creating and maintaining other entities to facilitate ownership and redevelopment, and to manage risk. Legal experts to work with the CDA to create the covenants and/or to create these entities upon written request to do so.

COMMERCIAL CLOSING COSTS

All title costs are typically 1% of the sales price. This includes a document preparation fee, deed recording fee, title insurance, and an escrow fee (escrow fee is essentially what the title company charges). So, if you are closing on a \$1,000,000 property, the cost of research on the property and due diligence utilizing two title companies one in Umatilla County and one in Morrow County, will bring the closing costs to \$20,000 (\$10,000 per county).

Once the property has been transferred to the CDA, the CDA will transfer 4059 acres to CTUIR as required and agreed upon in the CDA/CTUIR MOU and written into the PA Amendment and title costs will be roughly which will occur within 180 days after the Army/CDA deed it signed.

A projected list for major deliverables, objectives, and milestones:

- Conveyance Package complete
- Closing Documents signed
- Transfer 4059 Acres to the Confederation Tribes of the Umatilla Indian Reservation
- Begin the Narrative for the South Oregon Trail, Explosion Site and North Oregon Trail
- Easement Preparation Work
- Site Partitioning Work
- Water Rights Work

Please attach any additional supporting documents (PDF Only)

Budget

Budget Justification Files

Please upload the budget justification for this grant application. ***PDF Files Only***

Budget_Justification_April_2022-March_2023_v6.pdf

518.1 KB - 05/24/2022 21:24

Salary and Fringe

Position	OLDCC Salary	Non-Federal Salary	OLDCC Fringe	Non-Federal Fringe	Total Salary	Total Fringe	Total
Executive Director	\$112,742	\$12,527	\$47,352	\$5,261	\$125,269	\$52,613	\$177,882
Assistant	\$72,565	\$8,063	\$30,477	\$3,386	\$80,628	\$33,863	\$114,491
Grant/Payroll Management	\$7,301	\$811	\$3,066	\$340	\$8,112	\$3,406	\$11,518
	\$192,608	\$21,401	\$80,895	\$8,987	\$214,009	\$89,882	\$303,891

Total Personnel

	OLDCC Funds	Non-Federal Funds	Total
Total Salaries + Fringe Benefits	\$273,503	\$30,388	\$303,891

Travel

Description	Local/Out-of-Area	OLDCC Funds	Non-Federal Funds	Total
Statewide Travel/ OMD/SHPO/Salem	Out-of-Area	\$1,665	\$185	\$1,850
Local Travel	Local	\$2,570	\$280	\$2,850
BRAC/Army Related Travel	Out-of-Area	\$6,390	\$710	\$7,100
Defense-related Conferences	Out-of-Area	\$7,740	\$860	\$8,600
Travel, Lodging Meals, Professional Development	Out-of-Area	\$4,185	\$465	\$4,650
		\$22,550	\$2,500	\$25,050

Equipment

Description	OLDCC Funds	Non-Federal Funds	Total
-------------	-------------	-------------------	-------

Supplies

Description	OLDCC Funds	Non-Federal Funds	Total
Office Rent and Related Expenses	\$31,394	\$3,488	\$34,882
Office Supplies	\$4,140	\$460	\$4,600
Communications	\$2,520	\$280	\$2,800
Postage and Freight	\$540	\$60	\$600
Advertising	\$1,350	\$150	\$1,500
Membership Dues	\$1,250	\$150	\$1,400
Other	\$900	\$100	\$1,000
	\$42,094	\$4,688	\$46,782

Other Costs

Description	OLDCC Funds	Non-Federal Funds	Total
Closing Costs	\$18,000	\$2,000	\$20,000
	\$18,000	\$2,000	\$20,000

Subtotal Operations

	OLDCC Funds	Non-Federal Funds	Total
SUBTOTAL OPERATIONS	\$356,147	\$39,576	\$395,723

Contractual

Description	OLDCC Funds	Non-Federal Funds	Total
Legal	\$199,350	\$22,150	\$221,500
Planning	\$74,700	\$8,300	\$83,000
	\$274,050	\$30,450	\$304,500

Total Direct Costs

	OLDCC Funds	Non-Federal Funds	Total
Total Direct Costs	\$630,197	\$70,026	\$700,223

Indirect

Description	OLDCC Funds	Non-Federal Funds	Total
-------------	-------------	-------------------	-------

Grand Total

	OLDCC Funds	Non-Federal Funds	Total
Grand Total	\$630,197	\$70,026	\$700,223

BUDGET INFORMATION - Non-Construction Programs

OMB Number: 4040-0006
Expiration Date: 01/31/2019

Section A - Budget Summary

Grant Program Function or Activity (a)	Catalog of Federal Domestic Assistance Number (b)	Estimated Unobligated Funds		New or Revised Budget		
		Federal (c)	Non-Federal (d)	Federal (e)	Non-Federal (f)	Total (g)
1. BRAC	12.607	\$630,197.00	\$70,026.00	\$0.00	\$0.00	\$700,223.00
2.		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
3.		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
4.		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
5. Totals		\$630,197.00	\$70,026.00	\$0.00	\$0.00	\$700,223.00

Standard Form 424A (Rev. 7- 97)
Prescribed by OMB (Circular A -102) Page 1

Section B - Budget Categories

6. Object Class Categories	GRANT PROGRAM, FUNCTION OR ACTIVITY				Total (5)
	Federal Grant Program, Function or Activity (1)	Non Federal Grant Program, Function or Activity (2)	(3)	(4)	
a. Personnel	\$192,608.00	\$21,401.00			\$214,009.00
b. Fringe Benefits	\$80,895.00	\$8,987.00			\$89,882.00
c. Travel	\$22,550.00	\$2,500.00			\$25,050.00
d. Equipment	\$0.00	\$0.00			\$0.00
e. Supplies	\$42,094.00	\$4,688.00			\$46,782.00
f. Contractual	\$274,050.00	\$30,450.00			\$304,500.00
g. Construction	\$0.00	\$0.00			\$0.00
h. Other	\$18,000.00	\$2,000.00			\$20,000.00
i. Total Direct Charges (sum of 6a-6h)	\$630,197.00	\$70,026.00			\$700,223.00
j. Indirect Charges	\$0.00	\$0.00			\$0.00
k. TOTALS (sum of 6i and 6j)	\$630,197.00	\$70,026.00			\$700,223.00
7. Program Income	\$0.00	\$0.00			\$0.00

Section C - Non-Federal Resources

(a) Grant Program	(b) Applicant	(c) State	(d) Other Sources	(e) TOTALS
8. BRAC	\$70,026.00	\$0.00	\$0.00	\$70,026.00
9.	\$0.00	\$0.00	\$0.00	\$0.00
10.	\$0.00	\$0.00	\$0.00	\$0.00
11.	\$0.00	\$0.00	\$0.00	\$0.00
12. TOTAL (sum of lines 8-11)	\$70,026.00	\$0.00	\$0.00	\$70,026.00

Section D - Forecasted Cash Needs

	Total for 1st Year	1st Quarter	2nd Quarter	3rd Quarter	4th Quarter
13. Federal	\$630,197.00	\$180,197.00	\$150,000.00	\$150,000.00	\$150,000.00
14. Non-Federal	\$70,026.00	\$25,026.00	\$15,000.00	\$15,000.00	\$15,000.00
15. TOTAL (sum of lines 13 and 14)	\$700,223.00	\$205,223.00	\$165,000.00	\$165,000.00	\$165,000.00

Section E - Budget Estimates of Federal Funds Needed for Balance of The Project

(a) Grant Program	FUTURE FUNDING PERIODS (YEARS) SECTION			
	(b) First	(c) Second	(d) Third	(e) Fourth \$
16.	\$0.00	\$0.00	\$0.00	\$0.00
17.	\$0.00	\$0.00	\$0.00	\$0.00
18.	\$0.00	\$0.00	\$0.00	\$0.00
19.	\$0.00	\$0.00	\$0.00	\$0.00
20. TOTAL (sum of lines 16 - 19)	\$0.00	\$0.00	\$0.00	\$0.00

Section F - Other Budget Information

21. Direct Charges:	22. Indirect Charges:
23. Remarks:	

ASSURANCES - NON-CONSTRUCTION PROGRAMS

Public reporting burden for this collection of information is estimated to average 15 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0040), Washington, DC 20503.

PLEASE DO NOT RETURN YOUR COMPLETED FORM TO THE OFFICE OF MANAGEMENT AND BUDGET. SEND IT TO THE ADDRESS PROVIDED BY THE SPONSORING AGENCY.

NOTE: Certain of these assurances may not be applicable to your project or program. If you have questions, please contact the awarding agency. Further, certain Federal awarding agencies may require applicants to certify to additional assurances. If such is the case, you will be notified.

As the duly authorized representative of the applicant, I certify that the applicant:

1. Has the legal authority to apply for Federal assistance and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project cost) to ensure proper planning, management and completion of the project described in this application.
2. Will give the awarding agency, the Comptroller General of the United States and, if appropriate, the State, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the award; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.
3. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.
4. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.
5. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§4728-4763) relating to prescribed standards for merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).
6. Will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290 dd-3 and 290 ee- 3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and, (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.
7. Will comply, or has already complied, with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.
8. Will comply, as applicable, with provisions of the Hatch Act (5 U.S.C. §§1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

9. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§276a to 276a-7), the Copeland Act (40 U.S.C. §276c and 18 U.S.C. §874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§327-333), regarding labor standards for federally-assisted construction subagreements.
10. Will comply, if applicable, with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more.
11. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.); (f) conformity of Federal actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. §§7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and, (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205).
12. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.
13. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§469a-1 et seq.).
14. Will comply with P.L. 93-348 regarding the protection of human subjects involved in research, development, and related activities supported by this award of assistance.
15. Will comply with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544, as amended, 7 U.S.C. §§2131 et seq.) pertaining to the care, handling, and treatment of warm blooded animals held for research, teaching, or other activities supported by this award of assistance.
16. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§4801 et seq.) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.
17. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and OMB Circular No. A-133, "Audits of States, Local Governments, and Non-Profit Organizations."
18. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations, and policies governing this program.
19. Will comply with the requirements of Section 106(g) of the Trafficking Victims Protection Act (TVPA) of 2000, as amended (22 U.S.C. 7104) which prohibits grant award recipients or a sub-recipient from (1) Engaging in severe forms of trafficking in persons during the period of time that the award is in effect (2) Procuring a commercial sex act during the period of time that the award is in effect or (3) Using forced labor in the performance of the award or subawards under the award.

SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL <i>Eileen Hendricks</i>	TITLE <i>Controller</i>
APPLICANT ORGANIZATION <i>Port of Morrow</i>	DATE SUBMITTED <i>6/23/16</i>

Budget Justification
COLUMBIA
DEVELOPMENT AUTHORITY
Grant Application
April 1, 2022-March 31, 2023

The budget justification for this grant is outlined below. A total of **\$630,197.00** Federal funds is requested combining with **\$70,026.00** of local matching funds in the form of cash for a total project budget of **\$700,223.00** for 12 months.

PERSONNEL

As the fiscal agent, the Port of Morrow (POM) will continue the employment of two staff to serve as the CDA Redevelopment Executive Director and the Director of Economic Development Coordination/Assistant to the Director. The primary function of these positions will be to manage the day-to-day operations of the CDA, oversee the contracts and activities associated with this grant, and facilitate Economic Development Conveyance Package and final closing documents as highlighted in the narrative. CDA employees will be responsible for all required grant reporting. The salaries for these individuals reflect the activities to take place over the course of 12 months (April 1, 2022, to March 31, 2023).

As noted in this grant narrative, the Redevelopment Executive Director is a key position for this grant. Please see attached resume in the grant narrative.

CDA is requesting continued funding to cover the cost of payroll management for this project identified in the table below at approximately .06 FTE for 12 months. Specific duties include:

- Responsibility for payroll management
- Preparation of bi-weekly payroll
- Accounts payable
- Payment and record keeping
- Audit reporting

The fringe benefits are calculated annually based on prior fiscal year actuals. The fringe benefits include worker's compensation, social security, state unemployment, and medical, vision and dental insurance.

Note: CDA Executive Director, Director of Economic Development Coordination/Administrative Assistant and Payroll Management wage adjusted to reflect the Consumer Price Index increase.

Personnel /Salaries	Federal Share	Non-Federal Share	Grant Totals
CDA Executive Director (1 FTE) Annual Salary	\$112,742.00	\$12,527.00	\$125,269.00
Director of Economic Development Coordination (1 FTE) Annual Salary	\$72,565.00	\$8,063.00	\$80,628.00
Payroll Management (.06 FTE) Annual Salary	\$7301.00	\$811.00	\$8112.00
Sub-Total Personnel/Salaries (for calculating fringe	\$192,608.00	\$21,401.00	\$214,009.00
Fringe Benefits (42%)	80,895.00	\$8987.00	\$89,882.00
Personnel & Fringe Sub Total	\$273,503.00	\$30,388.00	\$303,891.00

TRAVEL

The following travel cost estimates are based on local travel policies as well as federal travel policies for lodging and meal per diem rates at the known locations.

Category	Airfare	Transportation or Mileage	Lodging Meals	Per Diem	Conference fees	Total
Statewide Travel Salem, SHPO, Oregon Military Dept., meetings, 2 people	\$ 0	3245 miles at .57 per mile \$1850		Hotels per day 182.00 Meal per day 55.00	\$ 0	\$1850.00
Local Travel .57.5 cents per mile	\$0	5000 miles at .57 per mile \$2850				\$2850.00
Army Related Meetings, Expenses 3 nights, 2 trips, 2 people	\$4172	(Taxi,/Uber) Airport Parking \$964	\$ 1964	Hotel per day 258.00 Meal per day 59.25		\$7100.00
Defense related Conf. 4 nights, 2 trips, 2 people	\$3272	(Taxi/Uber) Airport Parking \$964	\$ 2164	Hotel per day 258.00 Meal per day 59.25	\$2600.00	\$8600.00
Out of area travel, Lodging, Meals, Professional Development, Economic Development	\$ 0	3336 miles at .57 per mile \$1902	\$ 948	Hotel per day 182.00 Meal per day 55.00	\$ 1800.00	\$ 4650.00
Total	\$7444	\$8530	\$5076		\$4400	\$25,050.00

LOCAL/IN-STATE TRAVEL

The basis for local and professional development travel estimate includes:

- CDA meetings which may be as far as Pendleton in Umatilla County
- Property site visits
- Consultant interaction
- Communication with Umatilla and Morrow County Planning Departments
- Travel to Salem and Portland, Oregon for meetings with Oregon Military Department, other state agencies, and the legislature. There will be discussions and planning for the Kiosk area as well as the 1944 explosion site.
- Travel for professional economic development will contribute to cultivating relationships with economic developers at the forefront of the profession by providing access to insights from community leaders and federal policy makers.
- Overnight stay is probable for travel to regions in the state of Oregon.

- Three trips to Salem
- 12 trips to various CDA meetings
- 20 Tours of the property
- Trips related to other meetings or trainings. Overnight stay is likely for travel to Salem, Bend, Portland, but not limited to other regions in Oregon.

OUT OF STATE TRAVEL

The CDA anticipates two people, this may include staff and/or CDA board members to travel to Washington DC for Army-related meetings with Army officials. Currently, the real estate transfer is near and may require potential travel to Arlington, VA, this may require approximately two trips. Due to the limited flight schedules between the east coast and the rural airport in Pasco, WA, there is a necessity for an additional overnight stay. Meeting face-to-face for on-going negotiations enables the CDA to assist with the real estate transfer, signing of deeds and messaging. We anticipate two people to travel to defense-related conferences.

CONTRACTUAL SERVICES

Contractual Services	Federal Share	Non-Fed Services	Grant Totals
Legal Support Services	\$199,350.00	\$22,150.00	\$221,500.00
Planning Support Services	\$74,700.00	\$8,300.00	\$83,000.00
Total	\$274,050.00	\$30,450.00	\$304,500.00

LEGAL SUPPORT SERVICES

The scope of work will consist of 1) providing legal services to the CDA in the acquisition of certain portions of the Property, specifically the areas commonly referred to as Parcel 1 and Parcel 2, from the United States Department of the Army; and 2) providing real estate and related legal services for purposes associated with the redevelopment these parcels.

More specifically, the work will include support to CDA to facilitate negotiation and finalization of a Memorandum of Agreement—which serves generally as the purchase and sale agreement—along with other work required to close the transaction and finalize the conveyance of Parcel 1 and, eventually, Parcel 2, to the CDA. This work is anticipated to include the following: a) due diligence concerning the sale and transfer of property to CDA and from CDA to other parties; b) work with Morrow County and Umatilla County concerning legal lots of record; c) an evaluation of the need for any partition, subdivision, or boundary line adjustments as necessary to secure legal parcels (lots of record) under Oregon land use laws; d) reviews and drafting of easements, licenses and/or other agreements with third parties; e) evaluating preliminary title reports and working with local title companies to close transactions; f) assisting CDA to obtain insurable title(s) to Parcel 1, Parcel 2, and other properties that CDA intends to transfer, as appropriate; g) and work with the two County recorders offices to obtain recordable deeds.

This engagement shall also include evaluating applicable state and federal legal requirements and assisting the CDA Board in ensuring that the real estate transactions are undertaken within CDA’s authority. This work may include documenting real property transactions needed to secure funding for the purchase of Parcel 1 and/or Parcel 2.

CDA intends to record covenants on Parcel 1 and/or is considering creating and maintaining other entities to facilitate ownership and redevelopment, and to manage risk. CDA will provide written request for support to create the covenants and/or to create these entities.

This contract does not provide for advice or legal representation to CDA on issues related to fiscal matters of any sort, nor does it provide for financial or investment advice. CDA will engage the services of competent advisors with respect to those matters.

These fees are considered Personnel Services Contract in the State of Oregon and are allowable per contract.

Finalize Memorandum of Agreement (the purchase & sales agreement) & Details Necessary for the Army to legally convey Parcel 1 to the CDA for the purpose of redevelopment	\$18,000	40 hours x \$450/hour*
Preliminary Title Report review and due diligence concerning the sale of Parcel 1 to CDA	\$27,000	60 hours x \$450/hour
Work with two title companies to obtain insurable title and a recordable deed(s) for Parcel 1	\$13,500	30 hours x \$450/hour
Legal Lot of Record Determinations	\$10,000	20 hours x \$450/hour
Partition/Subdivision/Boundary Line Adjustments as needed to secure legal parcel(s) for recording under Oregon law	\$27,000	60 hours x \$450/hour
Evaluate and draft Easements, Licenses/Use Agreements, and Rights of Way to secure access & use of Parcel 1	\$27,000	60 hours x \$450/hour
Assist with due diligence and transfer of Wildlife Refuge property to CTUIR (from CDA) in tandem with transfer of Parcel 1	\$18,000	40 hours x \$450/hour
Review, draft & advise CDA on Agreements with Potential Purchasers/Lessors	\$18,000	40 hours x \$450/hour
Evaluate and advise CDA on federal and state legal requirements pertaining to the transfer & redevelopment of the Umatilla Army Depot property, and Parcel 1 in particular	\$18,000	40 hours x \$450/hour
Document and advise CDA regarding real estate transactions needed to secure funding for the purchase of Parcel 1	\$18,000	40 hours x \$450/hour
Create and advise on the structure of entities and/or recording of covenants necessary to facilitate the ownership and legally required redevelopment approach, and to address the risk associated with both, as an essential element of CDA taking title to Parcel 1	\$27,000	60 hours x \$450/hour
TOTAL	\$221,500	

PROJECT UNDERSTANDING

The Columbia Development Authority (CDA) has made significant progress with site planning activities for the layout, roads, and utilities needed to serve various properties that were formerly part of the Ordinance facility at Camp Umatilla just west of Hermiston, Oregon. The site is being separated with various entities taking ownership, such as the Oregon Military Department (OMD), the CDA, and the Confederated Tribes of the Umatilla Indian Reservation. At this time, the CDA desires to move into more of the implementation phase for several of the utilities and layout needs of the properties to be transferred to the CDA. The purpose of this Scope of Work (SOW) is to complete the “next steps” for initial implementation of many of the planning items completed to date.

Some of the sites have existing utilities, specifically municipal water systems, electrical service, etc. The existing municipal systems are being separated, with ownership being assigned to the OMD and the CDA. As a result, it will be necessary to modify the systems to provide the needed service to the needed areas. In other cases, some areas of CDA ownership have no infrastructure systems, needing new installations of water and sewer systems and utilities as well as roads, fiber optic, power, natural gas, and others, as appropriate.

Planning Support Services anticipates a cost of \$83,000 to complete the next steps for site development. The following tasks are anticipated to be completed as part of this effort.

TASK NO. 1 - MEETINGS/CORRESPONDENCE

This task includes preparation for and attendance of meetings and general correspondence with the CDA and others, as appropriate, during completion of the work.

Assumptions

- The Engineer will schedule, coordinate, and prepare for all meetings, as required.
- Agendas and meeting minutes will be kept and shared during the project.

TASK NO. 2 - EASEMENT PREPARATION WORK

This task includes development of several needed easements for the CDA property. While some of the future utilities are expected to be placed within a new right-of-way developed as part of the separately funded House Bill 2017 roadway work, other easements will need to be created. Easement creation work will include a legal description and sketch, or map, depicting the easement location. These items will then be recorded so the easement becomes part of the public record. Efforts to date on the planning work for the CDA property indicate the following easement descriptions will be necessary:

- Establish easement parcels for the needed municipal water and sewer system major components. These easement parcels are needed for the water storage reservoir, well, and booster pump system sites and the wastewater treatment and storage lagoon site.
- Establish utility easements for utilities that will be located outside the new road right-of-way. This will most likely be the case for much of the Umatilla Electric Cooperative electrical lines and substations.
- Establish a protection area easement for the Oregon Trail site to be protected near the current Depot entrance.
- Confirm all existing easements on Depot land to become CDA-owned land so a clear record of all existing easements is prepared, including maps.
- Establish an easement protection area for the igloo accident site so it is properly identified and protected.
- Extend the existing Northeast Oregon Water Association easement to the proposed surface water injection area. This easement shall include the injection area site.
- Establish any needed easements on the face of the partition plat, if possible. Partition platting is discussed hereafter in this SOW.

It will be important to establish these easements prior to CDA site development so the protected areas as well as utility areas are kept clear from future development and/or impacts.

TASK NO. 3 - SITE PARTITIONING WORK

This task includes preparing a tentative and final partition plat (subdivision plan) to create needed and future parcels for site development. Some of the easement parcels identified in Task 2 may need to be actual partitioned properties. In addition, other site features or industrial lots may need their own lax lot. The partition work will create these needed parcels. The partitioning work is anticipated to include the following:

- Determine if actual partitions or site easements are needed for some of the areas outlined in Task 2.
- Work closely with applicable planning departments and the CDA attorney to determine what areas need to be protected as actual partitioned sites.
- Prepare the necessary applications and mapping for submission of tentative plans to the planning department.
- Attend public meetings for the portioning process.
- Address review comments on the partition plats.
- Stamp and submit final partitions after all review comments are received and properly addressed.

TASK NO. 4 - WATER RIGHTS WORK

This task includes completing needed paperwork with the Oregon Water Resources Department (OWRD) to properly secure ownership of any existing water rights that are to become CDA water rights. This work also includes establishing a new well permit(s) for any proposed wells. Anticipated task items include:

- Research current water rights-related agreements to clearly establish which water rights are to become CDA owned.
- Complete the paperwork with OWRD and others, as required, to transfer ownership of the water rights to the CDA.
- Complete a well permit(s) for any new proposed wells to secure OWRD approval for any proposed well drilling activities.
- Establish another “point of appropriation” for a potential new well site using existing water rights, should that approach prove to be the preferred method to proceed.

TASK NO. 5 - OTHER GENERAL SERVICES TASKS

These tasks include other anticipated tasks to be completed in support of ongoing site development activities. These tasks are anticipated to include the following:

- Assist with preparation of utility agreements with utility providers, as required.
- Further refine infrastructure costs and plans that were developed under earlier SOWs, if needed.
- Other tasks, as needed and requested.

Planning Support Services Cost

The estimated fee for the services outlined herein is \$83,000. The work will be completed on a time and materials basis.

A breakdown of the total estimated fee is as follows:

Task No.	Task Name	Estimated Fee
1	Meetings/Correspondence	\$8,000
2	Easement Preparation Work	\$25,000
3	Site Partitioning Work	\$20,000
4	Water Rights Work	\$15,000
5	Other General Services Tasks	\$15,000
Total Estimated Fee		\$83,000

Procurement Statement

All procurements with OLDCC grant funds will be by applicable state and local laws, regulations, and applicable federal laws and regulations, including compliance with the procurement standards in CFR 2 Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. Contractor selection criteria (including cost) will be included in any Request for Proposals (RFP).

OPERATION EXPENSES/OTHER

The additional operating expenses are estimates for this effort.

Category	Federal Share	Non-Federal Share	Grant Totals
Rent and Related Expenses	\$31,394.00	\$3,488	\$34,882
Supplies	\$4188	\$412	\$4600
Communications	\$2520	\$280	\$2800
Postage/Freight	\$540	\$60	\$600
Advertising	\$1350	\$150	\$1500
Membership Dues	\$1250	\$150	\$1400
Other	\$900	\$100	\$1000
Total	\$42,094.00	\$4688.00	\$46,782.00

Office Rent and Related Expenses

- Office space location for the CDA remains at the POM (Port of Morrow) facility, with rent expense as \$2906.82 per month for 12-month grant cycle (1225 SF including offices, restroom, conference room and break area). Included in the rental costs and utilities, janitorial, and phone service. The monthly expenditures are rent/utilities that include power, phone, water, sewer, garbage, and janitorial. Office rent was established based on lease rates charged to other tenants within the POM complex. No suitable facility is available for a redevelopment office at UAD. The POM facility will continue to provide an easily accessible office and meeting place for CDA business near UAD with the necessary ancillary services.

OFFICE SUPPLIES

Defined in this supply's category are expenditures for office supplies and consumable supplies including items such as paper, pens, ink, and toner. The anticipated cost of \$4600.00 is estimated based on past expenses and scaling costs by the projected staff allocation of 2 FTEs.

OTHER OPERATION EXPENSES

Communication

Communication costs are for communication services including two cellular phones and related services. The proposed value of \$2800.00 for 12 months is estimated based on past expenses and scaling costs by the projected staff allocation of 2 FTEs.

Postage and Freight Costs

- Included in this cost category is postage for standard, overnight and bulk mailings, delivery charges. The proposed value is estimated based on past expenses \$600.00.

Advertising Costs

- Include publication of public notices, job notices, job announcements, requests for proposals/qualifications, and meeting announcements. The proposed value is estimated based on the transfer of the depot property in this fiscal year to include advertising for meetings and gatherings \$1,500.00.

Membership Dues

- This expenditure includes becoming Chamber of Commerce members in local cities and towns to provide community outreach and familiarizing the business sector of the BRAC processes. It is the opinion of the Executive Director that the best way to reach local decision makers is by becoming members and participating regularly. Note: The following chambers do not participate in lobbying.

The following are membership dues:

Boardman Chamber 165.00

Hermiston Chamber 325.00

Irrigon Chamber 50.00

Umatilla Chamber 120.00

Heppner Chamber 150.00

Condon Chamber 200.00

Special Districts Association of Oregon 135.00

Other Dues: 255.00 (incase membership dues go up)

Other Expenses

- Other expenditures are costs not accounted for in the other cost categories. Such costs include \$1000 for meeting room rentals for public information forums.

COMMERCIAL CLOSING COSTS

- All title costs are typically 1% of the sales price, with additional time and research of the property. This includes a document preparation fee, deed recording fee, title insurance, and an escrow fee (escrow fee is essentially what the title company charges). CDA will be paying \$1,000,000 for the property, title costs will be roughly \$20,000 (\$10,000 per county), with additional work and time to research for deeds, legal descriptions, easements, access easements, legal parcels, legal lots.

BUDGET SUMMARY

Budget Category	Federal Share	Non- Federal Share	Grant Totals
Organization/Administration	Federal	Non- Federal	Totals
Personnel/Salaries			
CDA Redevelopment Executive Director	\$112,742.00	\$12,527.00	\$125,269.00
Economic Development Coordination	\$72,565.00	\$8,063.00	\$80,628.00
Payroll Management	\$7,301.00	\$811.00	\$8,112.00
Total Personnel/Salaries	\$192,608.00	\$21,401.00	\$214,009.00
Fringe Benefits (42%)	\$80,895.00	\$8,987.00	\$89,882.00
Personnel & Fringe Sub-Total	\$273,503.00	\$30,388.00	\$303,891.00
Travel	\$22,550.00	\$2500.00	\$25,050.00
Office Supplies	\$4,140.00	\$460.00	\$4,600.00
Other: Operational Expenses			
Office Rent and Related Expenses	\$31394.00	\$3488.00	\$34882.00
Communications	\$2520.00	\$280.00	\$2800.00
Postage & Freight	\$540.00	\$60.00	\$600.00
Advertising	\$1350.00	\$150.00	\$1500.00
Membership Dues	\$1250.00	\$150.00	\$1400.00
Other Expenses	\$900.00	\$100.00	\$1000.00
Other: Operation Expenses Sub-Total	\$37,954.00	\$4,228.00	\$42,182.00
	Federal Share	Non- Federal Share	Grant Totals
Organizational Expenses- Admin., Fringe, Travel, Office Supplies and Other			
Sub-Total	\$338,147.00	\$37,576.00	\$375,723.00
Contractual Services			
Legal Services	\$199,350.00	\$22,150.00	\$221,500.00
Planning Support Services	\$74,700.00	\$8,300.00	\$83,000.00
			\$
Support Services	\$274,050.00	\$30,450.00	\$304,500.00
Real Estate Support Services			
Closing Support Services	\$18,000.00	\$2,000.00	\$20,000.00
Real Estate Support Services Sub-Total	\$18,000.00	\$2,000.00	\$20,000.00
TOTAL (/Administration, Organizational, Contractual and Real Estate Support Services)	\$630,197.00	\$70,026.00	\$700,223.00

Port of Morrow
 CDA Grant Expenditures
 CL0909-22-01 4/1/2022 through 5/31/2022 as of 6/22/2022

Batch	Journal Entry #	Date	Job	Docume Description	Debits	Credits	Balance
400.4200.00	WAGES - LRA						
	23973 PR	573534	() 04/12/22	68585 - Payroll Bi-Weekly 4/8/2022	\$7,916.00	-	\$7,916.00
	23999 PR	574513	() 04/26/22	68719 - Payroll Bi-Weekly 4/22/2022	\$7,916.00	-	\$15,832.00
	24062 PR	576846	() 05/10/22	68854 - Payroll Bi-Weekly 5/6/2022	\$7,698.08	-	\$23,530.08
	24092 PR	577963	() 05/24/22	68995 - Payroll Bi-Weekly 5/20/2022	\$7,843.36	-	\$31,373.44
415.4200.00	P/R COSTS - LRA - 42%						
							\$13,176.84
506.4200.00	CONTRACT SERVICES - LRA						
	24150 AP	579742	() 04/30/22	72641 ANDERSON PERRY & ASSOCIATES - PROFESSIONAL SERVICES	\$7,282.82	-	\$7,282.82
507.4200.00	ENGINEERING - LRA						
515.4200.00	TELEPHONE - LRA						
	24049 AP	576309	() 04/30/22	APRIL2022 DEBORAH PEDRO - APRIL PHONE	\$100.00	-	\$100.00
	24049 AP	576317	() 04/30/22	APRIL2022 GREGORY SMITH - APRIL PHONE	\$100.00	-	\$200.00
	24138 AP	579167	() 05/31/22	MAY2022 DEBORAH PEDRO - MAY PHONE	\$100.00	-	\$300.00
	24138 AP	579203	() 05/31/22	MAY2022 GREGORY SMITH - MAY PHONE	\$100.00	-	\$400.00
550.4200.00	SUPPLIES - LRA						
	24049 AP	576340	() 04/22/22	4/22/22 VISA 8246** - 8246: OFFICE SUPPLIES	\$64.10	-	\$64.10
	24165 AP	580316	() 05/22/22	5/22/22 VISA 8246** - 8246: OFFICE SUPPLIES	\$281.86	-	\$345.96
555.4200.00	LEGAL - LRA						
	24165 AP	580226	() 05/13/22	173447 SCHWABE, WILLIAMSON & WYATT - Umatilla Army Depot Acquisition	\$39,513.50	-	\$39,513.50
	24165 AP	580228	() 05/16/22	173531 SCHWABE, WILLIAMSON & WYATT - Umatilla Army Depot Acquisition	\$20,391.00	-	\$59,904.50
	24165 AP	580230	() 05/16/22	173531 SCHWABE, WILLIAMSON & WYATT - Umatilla Army Depot Acquisition	\$4,680.00	-	\$64,584.50
560.4200.00	ADS & PUBLICATIONS-LRA						
570.4200.00	TRAVEL - LRA						
	23964 CR	573068	() 04/11/22	G SMITIG SMITH 1995 - G SMITH 1995		- \$73.86	(\$73.86)
	24049 AP	576307	() 04/30/22	4/30/22 DEBORAH PEDRO - REIMB. Depot tour, CDA board mtg, Umatilla chamber luncheon	\$106.47	-	\$32.61
	24049 AP	576315	() 04/30/22	4/30/22 GREGORY SMITH - REIMB. Depot tour, CDA board mtg, Umatilla chamber luncheon	\$106.47	-	\$139.08
	24138 AP	579165	() 05/31/22	5/30/22 DEBORAH PEDRO - REIMB. depot tours, chamber mtg, water mtg	\$93.01	-	\$232.09
	24138 AP	579201	() 05/31/22	5/30/22 GREGORY SMITH - REIMB. TC Energy Mtg, Tri Cities Dev.Mtg, Water Mtg	\$70.78	-	\$302.87
573.4200.00	EDUCATION - CDA						
580.4200.00	DUES & SUBSCRIPTIONS - LRA						
594.4200.00	LEASE EXPENSE - LRA						
	24177 G	580763	() 04/30/22	LRA Lease (Port of Morrow)	\$2,906.83	-	\$2,906.83
	24178 G	580765	() 05/31/22	LRA Lease (Port of Morrow)	\$2,906.83	-	<u>\$5,813.66</u>
				CDA Expenses advanced by Port of Morrow			<u>\$123,280.09</u>
				Unpaid match for prior grant -- Morrow County			<u>\$4,291.00</u>

Gregory V. Smith

Post Office Box 219
Heppner, Oregon 97836-0219
Phone: 541.676.8719

Employment

Redevelopment Executive Director
Columbia Development Authority (CDA)

2015-Present
Boardman, Oregon

Responsibilities include guidance to the CDA through the reuse and redevelopment of the Umatilla Chemical Depot in compliance with Department of Defense's Base Reuse and Closure (BRAC) process. Additionally, assist and secure budget resources; develop and manage the overall project budget; monitor Army environmental cleanup efforts; liaison for public relations.

Business Developer
Self Employed

2001-Present
Heppner, Oregon

Experience includes providing quality and reliable business consultation services; economic and financial development; commercial loan packaging and revolving loan fund management services; business & industry recruitment; project development; real estate land development, enterprise zone management, electronic graphic design services; and, government contract procurement.

Firm management includes monitoring organizational budgets and supervising professional staff, building partnerships, leveraging resources, and serving as an external public relations representative.

Business Finance
Port of Morrow

1995 -2001
Boardman, Oregon

Responsibilities included structuring gap financing packages for commercial and industrial opportunities. In addition, I worked with a team of economic development professionals seeking to recruit business and industry to the Port of Morrow. International marketing was a secondary component of my employment.

Commercial Loan Officer
Greater Eastern Oregon Development Corporation

1993-1995
Pendleton, Oregon

Responsibilities included working with businesses to ascertain appropriate responses to development needs; facilitating communication between private and public lenders; structuring public and private business development financing including SBA, USDA, EDA, OBDD and Regional Strategies loans.

Education

BACHELOR OF SCIENCE DEGREE - LIBERAL STUDIES 1993
EASTERN OREGON UNIVERSITY La Grande, Oregon

CREDIT ANALYSIS & ECONOMIC DEVELOPMENT FINANCE CERTIFIED 1995
NATIONAL DEVELOPMENT COUNCIL Chicago, Illinois

DISTINGUISHED ALUMNUS AWARD RECIPIENT 2001
EASTERN OREGON UNIVERSITY La Grande, Oregon

MASTERS OF BUSINESS ADMINISTRATION 2005
EASTERN OREGON UNIVERSITY La Grande, Oregon

NORTHWEST ECONOMIC DEVELOPMENT COURSE 2011-2015
ECONOMIC DEVELOPMENT FINANCE INSTRUCTOR Ellensburg, Washington

In addition to the above resume, I have served in the Oregon House of Representatives from January 8, 2001 to present.

PIPELINE AND RECHARGE BASIN EASEMENT

This Pipeline and Recharge Basin Easement (the “**Agreement**”) is executed by COLUMBIA DEVELOPMENT AUTHORITY, an Oregon corporation (“**Grantor**”) and UMATILLA COUNTY, a political subdivision of the State of Oregon (“**Grantee**”).

Recitals

A. Grantor owns fee title to the parcels of land described in Exhibit A attached hereto (the “**Grantor Tract**”).

B. Grantee owns or is obtaining an interest in a minimum of 45 cubic feet per second (cfs) of capacity of Columbia River water, to be pumped from Grantee’s facility using a new pipeline over and across the Grantor Tract and to deliver water to the Grantor Tract for aquifer recharge (the “**Ordnance Waterline Pipeline**”).

C. In connection with the development of the water pipeline, Grantee has requested Grantor to grant an easement for the Ordnance Waterline Pipeline and for aquifer recharge.

D. The Grantor Tract is subject to that certain Programmatic Agreement, dated December, 2013, by and among Grantor, the Oregon State Historic Preservation Office, and the Advisory Council on Historic Preservation which required, among other things, a Phase 1b Archaeological Survey and review of culturally significant sites upon the Grantor Tract conducted by the Department of the Army (the “**Archaeological and Cultural Review**”) as a condition to Grantor’s acquisition of the Grantor Tract.

E. The Archaeological and Cultural Review was completed and approved by the Department of the Army as evidenced by Amendment #1 to the Programmatic Agreement dated November 10, 2021 and by Order No. BCC2021-017 of the Board of Commissioners of Umatilla County wherein Grantee resolved to maintain, protect and preserve culturally significant sites, none of which are located within the Easement Area (defined below).

Grant

In consideration of the premises and other valuable consideration, the receipt and sufficiency of which are acknowledged, Grantor and Grantee agree as follows:

1. **Grant of Easements.**

A. **Pipeline and Access Easement.** Grantor grants to Grantee, for the benefit of Grantee and its approved successor and assigns, a perpetual, non-exclusive easement (the “**Pipeline and Access Easement**”) over, under and across the Grantor Tract, at a width of sixty (60) feet, for ingress and egress across existing roadways, and for constructing, using and maintaining an underground pipeline and associated water delivery works (the “**Pipeline**”). The Pipeline and Access

Easement will be located as depicted in Exhibit B and as legally described in Exhibit C (the “**Pipeline and Access Easement Area**”) together with a temporary construction easement over, under and across the Pipeline Construction Area (defined below), subject to the terms of Section 3 of this Agreement (“**Pipeline Construction Easement**”). The Pipeline shall be constructed within the Pipeline and Access Easement Area. Grantee agrees to cooperate and coordinate with Grantor, in good faith, regarding the location of the Pipeline.

B. **Aquifer Easement.** Grantor grants to Grantee, for the benefit of Grantee and its successor and assigns, a perpetual, non-exclusive easement (the “**Aquifer Easement**”) over, under and across the Grantor Tract for using and maintaining an aquifer recharge system. The Aquifer Easement will be located within the Aquifer Construction Area (defined below), but be limited to the final, as-built locations of roadways, wells, recharge basin, trenching and other necessary improvements associated with the aquifer recharge (the “**Recharge Improvements**”) to be constructed by Grantee, together with a temporary construction easement over, under and across the Aquifer Construction Area, subject to the terms of Section 4 of this Agreement (“**Aquifer Construction Easement**”). Upon completion of the Recharge Improvements, the Aquifer Easement will be located (i) over and across the roadways constructed by Grantee connecting the wells constructed for recharge and recovery activities, (ii) over, under and across an area with a radius of one hundred (100) feet from the center of each recharge well, and (iii) over, under and across the location of any other Recharge Improvements (collectively, the “**Aquifer Easement Area**”). As used herein “completion” of the Recharge Improvements shall be deemed to occur when the aquifer recharge basin is operating. Grantee agrees to cooperate and coordinate with Grantor, in good faith, regarding the location of the Recharge Improvements.

C. **Westland Road Use.** Grantor further grants to Grantee, for the benefit of Grantee and its successors and assigns, a perpetual, non-exclusive easement (the “**Westland Road Easement**”) over and across Westland Road between the Westland Road Interchange and the Pipeline and Access Easement Area (the “**Westland Road Easement Area**”).

The Pipeline and Access Easement, Aquifer Easement and Westland Road Easement (and the Pipeline Construction Easement and Aquifer Construction Easement, while active) are collectively referred to herein as the “**Easement.**” The Pipeline and Access Easement Area, Aquifer Easement Area, and Westland Road Easement Area (and the Pipeline Staging Area and Aquifer Staging Area, each defined below, while active) are collectively referred to herein as the “**Easement Area.**”

2. **Purpose.** The Easement will be used solely for the purposes of accessing, constructing, using and maintaining a water pipeline from a pump station located at the northern end of the Pipeline and Access Easement Area (the “**Water Source**”) over, across and on the Grantor Tract to deliver water to the Grantor

Tract for water delivery and aquifer recharge purposes. The Easement may be used by Grantee, its approved successors and assigns, and the agents and employees of Grantee (collectively, the “Users”). The Pipeline includes buried pipeline and related valve facilities, air relief valves and electrical power, and vents and blow out valves. Nothing contained herein shall be deemed to be a gift or dedication of any portion of the Easement Area to the general public, for the general public or for any public use or purpose whatsoever.

3. **Grantee’s Use.** Grantee shall use the Easement only for the purposes specified in this Agreement. Grantee covenants that, in the exercise of the Easement and Grantee’s rights under this Agreement, Grantee will (i) comply in all material respects with all applicable federal, state, and local laws, regulations, and ordinances and with the terms and conditions of all permits and approvals applicable thereto, (ii) minimize interference with the access to and the operation, occupation and use of the Grantor Tract, (iii) not disturb or damage any improvements located on the Grantor Tract other than the improvements and roads in accordance with the terms and conditions of this Agreement, (iv) when any actual work is undertaken on the Grantor Tract, pursue the same diligently to completion in a safe and workmanlike manner and keep the affected area free and clear of excessive debris on a daily basis, (v) during any period of construction, maintenance, repairs or other work, maintain, and/or cause any agent, contractor or other representative of Grantee accessing the Grantor Tract to maintain commercial general liability insurance in such amounts and types of coverage as are customary for similar work, (vi) promptly repair any damage caused to the Grantor Tract and any buildings and improvements, including but not limited to igloos and other improvements of historical or cultural significance identified in the Archaeological and Cultural Review (“**Historic Improvements**”), as a result of any Users’ use of the Grantor Tract pursuant to this Agreement, (vii) keep the Grantor Tract free and clear of all liens, charges, and other monetary encumbrances arising out of any Users’ use of the Grantor Tract pursuant to this Agreement (if Grantee fails to discharge or initiate a dispute of any such lien within thirty (30) days after written notice from Grantor, then Grantor may do so and shall be entitled to collect the costs reasonably incurred to discharge such lien), (viii) restore and seed any and all areas within the Grantor Tract which are disturbed by any Users’ use of the Grantor Tract with native plants as directed by Confederated Tribes of the Umatilla Indian Reservation, and (ix) not interfere with any other user’s rights and ability to access the Easement Area and will cooperate and coordinate in good faith with all other users. In no event shall Grantee’s use and operations under this Agreement impede access to or from the Historic Improvements or other improvements located on the Grantor Tract.

4. **Pipeline Construction.** The Pipeline Construction Easement for installation of the Pipeline will be located within a width of one hundred (100’) feet, fifty (50’) feet on each side of the centerline of the Pipeline and Access Easement Area for surveying, planning, siting, staging and constructing the Pipeline (the “**Pipeline Construction Area**”). The portion of the Pipeline Construction Area which is not

part of the Pipeline Easement Area under the terms of this Agreement is referred to herein as the “**Pipeline Staging Area**”. The Pipeline Staging Area may only be used by Grantee during the construction of the Pipeline, for storage of materials, vehicles, trailers, and other items necessary for such construction. Upon or before completion of the Pipeline, Grantee shall, at Grantee’s sole cost and expense, remove all personal property and temporary structures of Grantee located within the Pipeline Staging Area and return the Pipeline Staging Area to substantially the same condition as of the date of this Agreement, subject to the addition of native plants pursuant to Section 3(viii) of this Agreement. If Grantee requires use of additional portions of the Grantor Tract for installation of the Pipeline, then Grantee must first request and obtain written consent from Grantor, not to be unreasonably withheld, to conduct operations outside of the Pipeline Construction Area for a limited purpose and duration as specified in such request. The Pipeline Staging Area shall be deemed to have terminated and shall no longer be a part of this Agreement as of the date on which the Pipeline installation is complete. The Pipeline includes the main pipeline from the Water Source to the south takeoff point, and the lateral line from the main pipeline to the recharge basin, and takeoff points.

5. **Aquifer Construction.** The Aquifer Construction Easement for construction of the Recharge Improvements will be located within an area thirty five hundred (3,500’) feet by fifteen hundred (1,500’) feet as depicted on Exhibit B and legally described in Exhibit D attached hereto (the “**Aquifer Construction Area**”). The portion of the Aquifer Construction Area which does not become part of the Aquifer Easement Area under the terms of this Agreement is referred to herein as the “**Aquifer Staging Area**”. The Aquifer Staging Area may only be used by Grantee during the construction of the Recharge Improvements, for storage of materials, vehicles, trailers, and other items necessary for such construction. Upon or before completion of the Recharge Improvements, Grantee shall, at Grantee’s sole cost and expense, remove all personal property and temporary structures of Grantee located within the Aquifer Staging Area and return the Aquifer Staging Area to substantially the same condition as of the date of this Agreement, subject to the addition of native plants pursuant to Section 3(viii) of this Agreement. Grantee’s rights to the Aquifer Staging Area shall be deemed to have terminated and shall no longer be a part of this Agreement as of the date on which the Recharge Improvements are substantially complete. Grantee shall, to the greatest extent possible, utilize existing roadways within the Aquifer Construction Area, and any roadways to be constructed by Grantee within the Aquifer Construction Area shall be limited to those reasonably necessary for access to and from the Recharge Improvements and shall not exceed forty (40) feet in width. Upon completion of the Recharge Improvements, Grantee shall have the final, as-built location of the Recharge Improvements surveyed (the “**As-Built Survey**”) and shall deliver the As-Built Survey to Grantor. Grantee agrees to execute an amendment to this Agreement, if requested by Grantor in its sole discretion, to establish the as-built location of the Recharge Improvements and the Aquifer Easement Area. Grantor is permitted, but shall not be obligated, to record such amendment, together with an

attached copy of the As-Built Survey, in the Official Records of Umatilla County.

6. **Exceptions.** The grant of the Easement is made subject to all exceptions to title on file or of record in the Official Records of Umatilla County, Oregon as of the date of this Agreement.
7. **Grantor Use.** Notwithstanding anything herein to the contrary, Grantor reserves the right to use the Easement Area for all lawful purposes, including but not limited to: (i) installing utilities, cables, landscaping, signage, concrete and asphalt surfaces, and other improvements in the Easement Area from time to time, and (ii) use, cross and re-cross the Easement Area for, without limitation, access to igloos and other protected areas identified in the Archaeological and Cultural Review, together with the right to grant to third parties any of such reserved rights, as long as such use does not unreasonably interfere with Grantee's permitted uses of the Easement.
8. **Maintenance and Repair.**
 - A. Grantee will, at its sole cost and expense, maintain and repair the Pipeline, Recharge Improvements and any roadways located within the Easement Area (the "**Roadways**") in good order and condition. If the Roadways require improvement to support the permitted uses of Grantee under this Agreement, then such improvements shall be made by Grantee at its sole cost and expense.
 - B. Grantor may relocate or realign the Roadways, in its sole discretion and at its sole cost and expense, so long as Grantor is willing to revise the Agreement hereunder accordingly and such relocated Roadways continue to provide reasonable access to Grantee for its permitted uses of the Easement hereunder. Grantor makes no warranty or representation as to the condition, safety, or suitability of the Roadways for use by Grantee.
 - C. Should Grantee fail to correct any deficiency in its compliance with its repair and maintenance obligation (an "**Uncured Deficiency**") prior to the expiration of thirty (30) days after Grantee's receipt of notice of such Uncured Deficiency from Grantor, then Grantor, at its option (without any obligation to do so), may correct the Uncured Deficiency for the account of Grantee, who will reimburse Grantor for all expenses incurred by Grantor in curing such default. Grantor will have no obligation to maintain or repair the Easement Area, and Grantee and any parties claiming by, through, or under Grantee will be deemed to have elected to use the Easement at their sole risk.
9. **Permits.** In the event permits are necessary for the use of the Easement by Grantee, Grantor agrees to reasonably cooperate with Grantee in its pursuit of such permits.
10. **Indemnity.** To the fullest extent allowed by the Oregon Constitution and the

Oregon Tort Claims Act, Grantee will indemnify and hold Grantor and Grantor's directors, members, officers, employees, agents, contractors, invitees, successors, and/or assigns (each an "**Indemnified Party**") and the Grantor Tract harmless from and against all claims, damages, losses, liabilities, causes of action, proceedings, costs and expenses (including, without limitation, attorney fees) of any nature whatsoever, including without limitation personal injury and property damage (collectively, "**Claims**"), arising out of or resulting from, directly or indirectly, use of the Easement Area by Grantee, Users, or their agents, contractors and employees or breach of this Agreement by Grantee. Notwithstanding the foregoing, Grantee's indemnification obligations do not apply to any Claims arising from or related to the negligent or wrongful acts of Grantor or any Indemnified Party.

11. **Attorneys' Fees.** In the event any arbitration, action, suit or legal proceeding is instituted by either party to this Agreement, the Prevailing Party shall be entitled to recover from the non-prevailing party both reasonable attorney fees and reasonable expert witness fees as determined by the court or arbitration panel, both at trial and on appeal or review and in bankruptcy. Attorney fees and expert witness fees shall be in addition to other costs and disbursements allowed by law. "**Prevailing Party**" shall be determined by the arbitrator, or any court, as the true prevailing party (not statutorily prevailing party) after taking into consideration any settlement offers made by the Parties and the number and importance of issues to be determined.
12. **Successors.** This Easement runs with the land, including any division or partition of the Grantor Tract, and will be binding on, and inure to the benefit of, the owner(s) of the Grantor Tract and the Grantee and their respective heirs, successors, and assigns. Grantee may only assign its interest in the Easement to another entity upon prior written consent from the owner(s) of the Grantor Tract, not to be unreasonably withheld or delayed.
13. **Amendment.** This Agreement may only be amended by written instrument executed by the then current owners of the Grantor and Grantee Tracts.
14. **No Partnership.** None of the terms or provisions of this Easement will be deemed to create a partnership between or among the parties, nor will it cause them to be considered joint venturers or members of any joint enterprise. This Agreement is not intended nor will it be construed to create any third-party beneficiary rights in any person who is not Grantee or an owner of the Grantor Tract.
15. **Consents.** Whenever the consent or approval of a party is required to be given hereunder, such consent or approval will not be unreasonably withheld, delayed, or conditioned unless the provision in question expressly stipulates another standard of approval.
16. **Notice.** Any notice, demand, request, consent, approval, or communication that

either party desires or is required to give to the other shall be in writing and either served personally or sent by e-mail, first class mail, postage prepaid, or overnight mail. Delivery will be deemed to be made on the same day if personally served or e-mailed or on the third (3rd) day following the date so sent if via mail. Until changed by written notice in accordance with this section, notices should be delivered to the following addresses:

To Grantor:

Columbia Development Authority

Attn: _____

Email: _____

To Grantee:

Umatilla County

Attn: _____

Email: _____

- 17. **Severability.** If any provision of this Agreement shall be found invalid or unenforceable under Oregon law, the remaining provisions shall not be affected thereby, and every provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.
- 18. **Waiver.** No waiver of any right under this Agreement will be binding on a party unless it is in writing and signed by the party making the waiver.
- 19. **Captions.** The captions, headings, and arrangements used in this Agreement are for convenience only and do not in any way affect, limit, amplify, or modify the terms and provisions hereof.
- 20. **Enforcement.** Each party shall have all remedies available at law and equity for enforcement of this agreement. A party shall be in default under the terms of this Agreement if the party fails to cure a breach of any term of this document within thirty (30) days after written notice specifying the breach with reasonable particularity.
- 21. **Entire Understanding.** This Agreement and all exhibits, attachments, and documents referenced herein or attached hereto, contains the entire understanding of the parties regarding the subject matter of this Agreement and supersedes all prior and contemporaneous negotiations and agreements, whether written or oral, between the parties with respect to the subject matter of this Agreement.

22. **Counterparts.** This Agreement may be executed in a number of identical counterparts.

[SIGNATURES ON FOLLOWING PAGE]

Executed to be effective as of the _____ day of _____, 2022.

GRANTOR
Columbia Development Authority

GRANTEE:
Umatilla County

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____

Exhibits:

- A Grantor Property
- B Easement Area

STATE OF _____)
) ss.
County of _____)

This instrument was acknowledged before me this _____ day of _____, 20____, by _____, as _____ of Columbia Development Authority, on behalf of the _____.

Notary Public for Oregon
My commission expires: _____

STATE OF _____)
) ss.
County of _____)

This instrument was acknowledged before me this _____ day of _____, 20____, by _____, as _____ of Umatilla County, a _____, on behalf of the _____.

Notary Public for Oregon
My commission expires: _____

EXHIBIT A
GRANTOR TRACT

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:

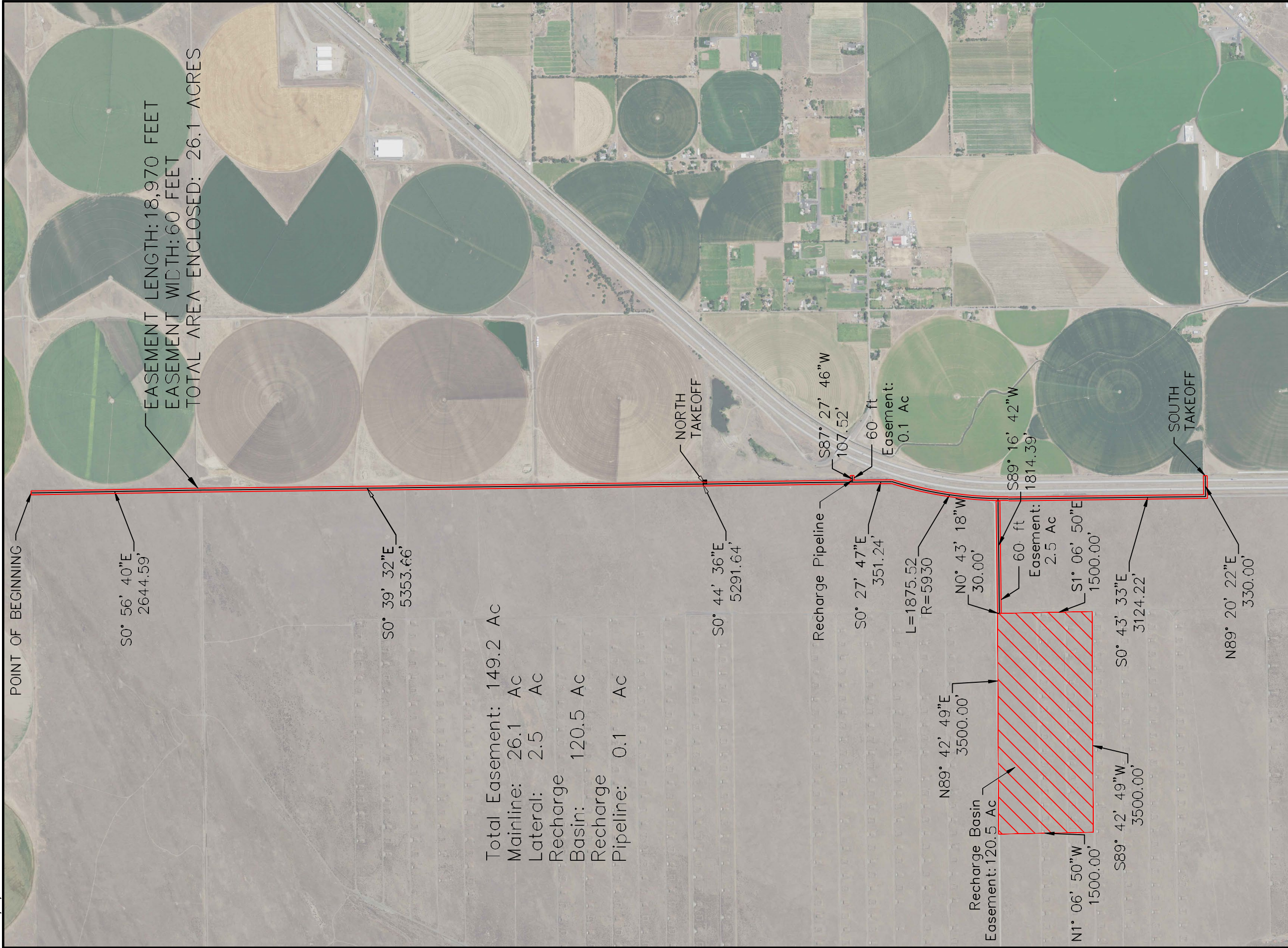
All those portions of Sections 2, 10, 12, 14, 22, 24 & 26 of Township 4 North, Range 27 East in Umatilla County; Sections 4, 6, 8, 18, 20 & 28 of Township 4 North, Range 27 East in Morrow County; Sections 12 & 24 Township 4 North, Range 26 East, in Morrow County.

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


EXHIBIT B
EASEMENT AREA

[SEE ATTACHED]

EXHIBIT B



EASEMENT LENGTH: 18,970 FEET
 EASEMENT WIDTH: 60 FEET
 TOTAL AREA ENCLOSED: 26.1 ACRES



IRZ ENGINEERING CONSULTANTS
 A LINDSAY COMPANY

500 N 1ST, HERMISTON, OREGON 97838
 OFFICE (541) 567-0252 FAX (541) 567-4239

DRAWN	KENZIE /SUVA
DESIGNER	PAUL WATTENBURGER
APPROVED	- AUGUST 2021
DATE	1" = 1500'

675-20-001

UMATILLA COUNTY
 ORDNANCE MULTI-USE PROJECT
 DEPOT EASEMENT MAP

N0.	Description	Date
4		
3		
2		
1		

Stamp:

DRAWING FOR INFORMATION ONLY, NOT FOR CONSTRUCTION

Sheet Name:

Drawing Number:
OV MAP

EXHIBIT C

PIPELINE AND ACCESS EASEMENT AREA – LEGAL DESCRIPTION

[INSERT LEGAL DESCRIPTION FROM SURVEYOR]

EXHIBIT D

AQUIFER CONSTRUCTION AREA – LEGAL DESCRIPTION

[INSERT LEGAL DESCRIPTION FROM SURVEYOR]

LEGAL OPINION

**CONCERNING THE LEGAL STATUS OF PARCELS CREATED BY DEED CONVEYED FROM THE DEPARTMENT OF THE ARMY
TO COLUMBIA DEVELOPMENT AUTHORITY**

BY MORROW COUNTY, UMATILLA COUNTY, AND COLUMBIA DEVELOPMENT AUTHORITY

The Department of the Army (the "Army") intends to transfer surplus real property located in Morrow County and Umatilla County (together, the "Counties") to the Columbia Development Authority (the "CDA"). The Army's real property consists of unpatented, patented, condemned, and purchased parcels. The Army proposes to convey property to the CDA in a configuration that will include a mix of these patented and unpatented parcels to the effect that the conveyance will create new parcels.

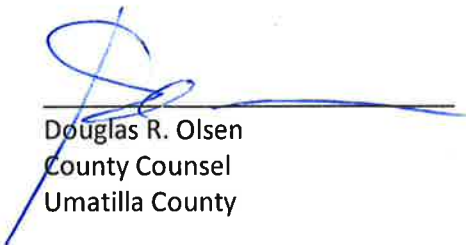
ORS Chapter 92, commonly known as the "Subdivision Control Law," generally prohibits the creation of parcels via a deed description without an approved subdivision or tentative plan map. *See, e.g.*, ORS 92.010(3)(a), ORS 92.050. This is enforced by both civil (ORS 92.018) and criminal (ORS 92.990) penalties. The State of Oregon does not, as a regulatory matter, enforce the requirements of ORS 92. Thus, applicability of ORS Chapter 92 upon the Army depends on whether that chapter's requirements can be enforced against the Army.

Claims against the United States by states and individuals are prohibited unless expressly allowed by federal statute. "Absent a waiver, sovereign immunity shields the Federal Government and its agencies from suit." *F.D.I.C. v. Meyer*, 510 U.S. 471, 475, 114 S.Ct. 996 1000, 127 L.Ed.2d 308 (1994). The doctrine of sovereign immunity is jurisdictional in nature. As no waiver of sovereign immunity exists as to violations of particular state statutes which may concern the disposition of federal land, Oregon's subdivision control laws are unenforceable against the Army.

Rather, the Army is subject only to federal statutes concerning the conveyance of title to federal lands and the Property Clause of the U.S. Constitution (Const. Art. IV.S3.C2). The comprehensive authority of Congress over public lands includes the power to prescribe the times, conditions, and mode of transfer thereof and to designate the persons to whom the transfer shall be made, and no state statute may interfere with that authority. *Gibson v. Chouteau*, 80 U.S. (13 Wall.) 92, 99 (1872).

For the above reasons, the Counties recognize federal authority to convey parcels in any configuration. Upon their recordation in respective county deed records, the Counties will recognize the lands conveyed by the Army, whether in a single or multiple parcels, as "legally established units of land" as defined by ORS 92.010(3)(a)(B)(ii). These parcels, tracts, or lots are "legally established units of land" for the purposes of future subdivisions, partitions, lot or property line adjustments, or any other land use actions which CDA or its successors in title may undertake on such lands. The Counties' various departments are instructed to make future land use, permitting, survey, and recording decisions in conformance with this memorandum.

Justin Nelson
District Attorney
Morrow County



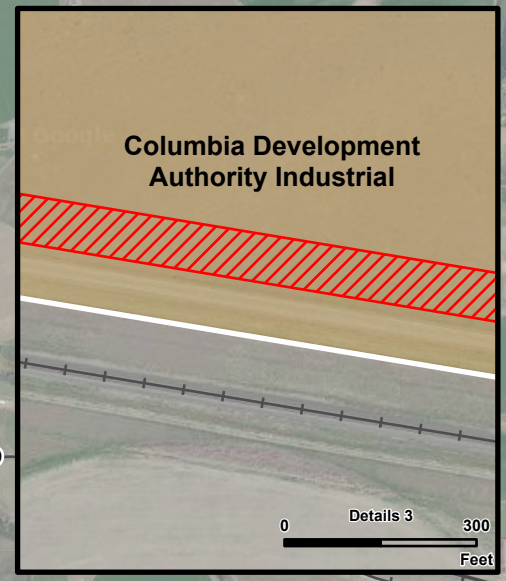
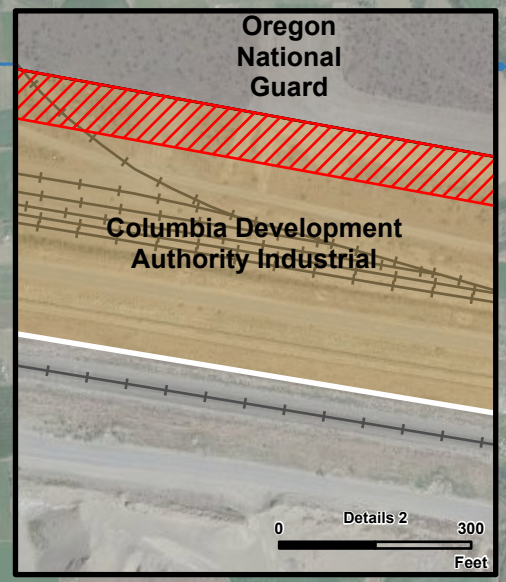
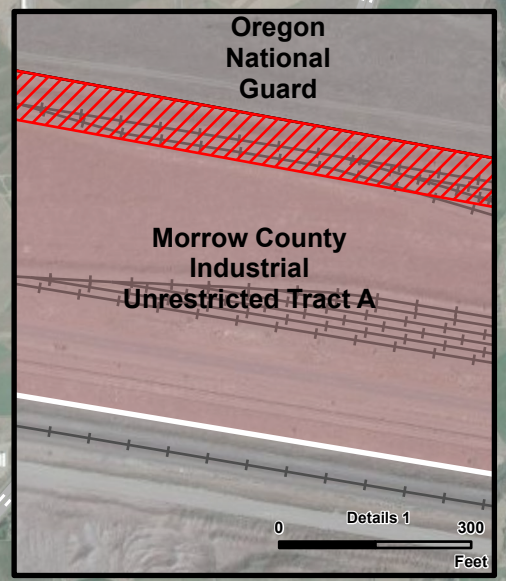
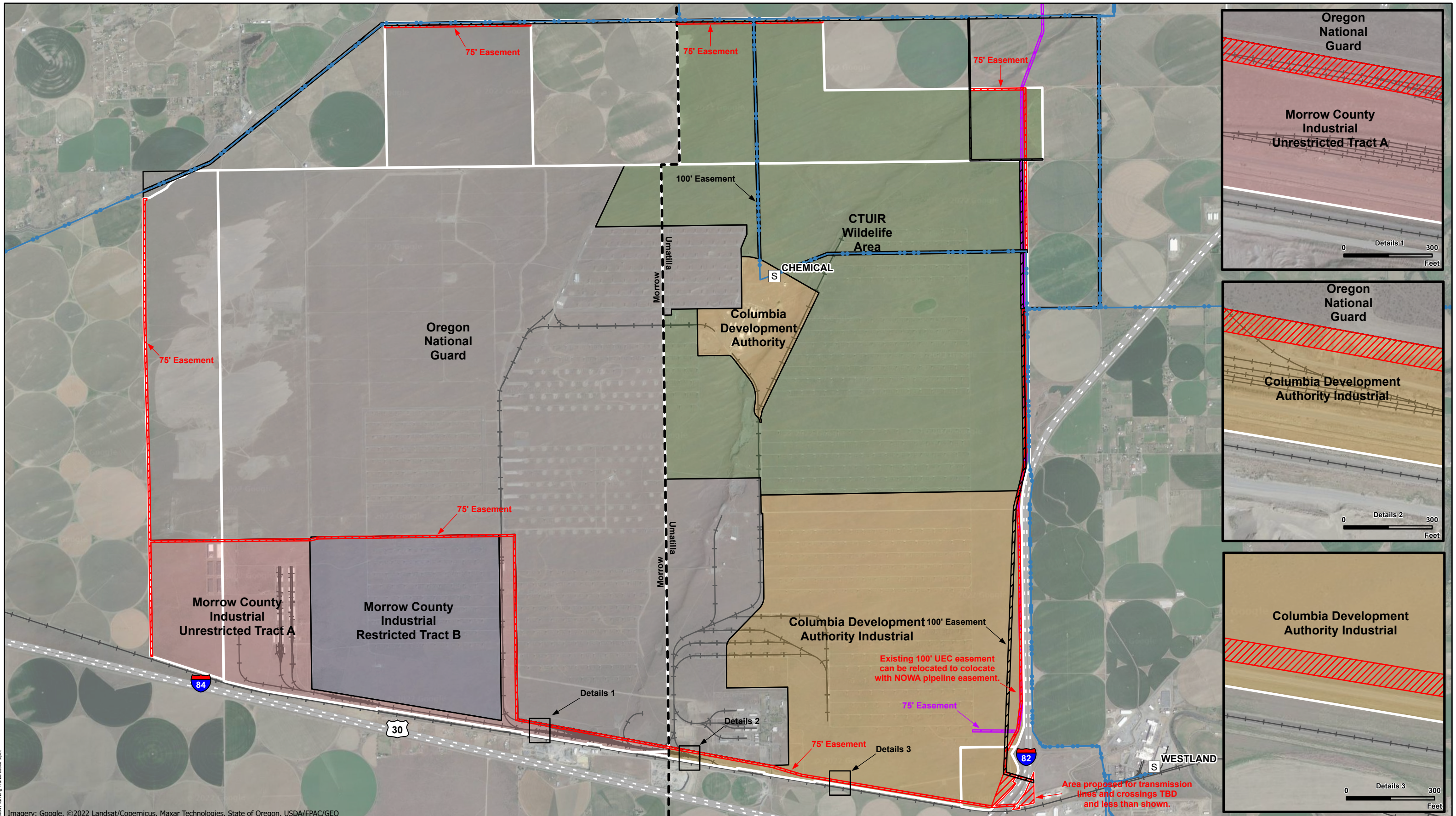
Douglas R. Olsen
County Counsel
Umatilla County

Garrett Stephenson
Legal Counsel
Columbia Development Authority

Dated: _____

Dated: 6/21/2022

Dated: _____



Imagery: Google, ©2022 Landsat/Copernicus, Maxar Technologies, State of Oregon, USDA/FPAC/GEO

Substation	County Line	CTUIR Wildlife Area
UEC-owned Transmission	Proposed UEC Easement	Columbia Development Authority
Railroad	Existing UEC Easement	Morrow County Industrial Restricted
Interstate	Approximate NOWA Pipeline Easement	Morrow County Industrial Unrestricted
US Highway	Survey Parcel	Oregon National Guard

TOTH & ASSOCIATES

1550 E REPUBLIC RD
SPRINGFIELD, MO 65804
Ph. 417-888-0645 Fax 417-888-0657
www.tothassociates.com

DISCLAIMER: This map is for illustrative purposes, and should only be used as such.

UEC UMATILLA ELECTRIC COOPERATIVE
A Touchstone Energy Cooperative

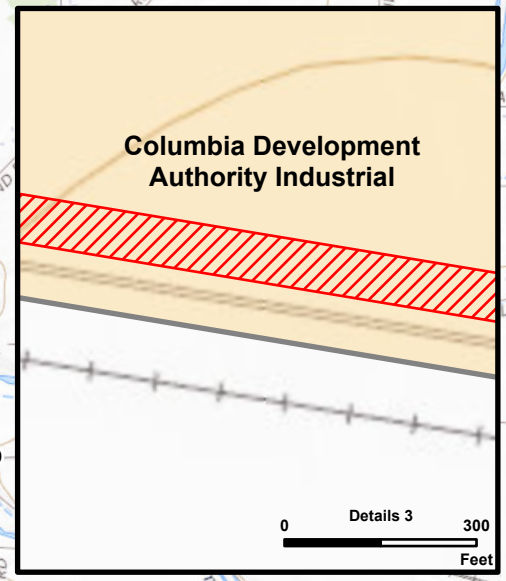
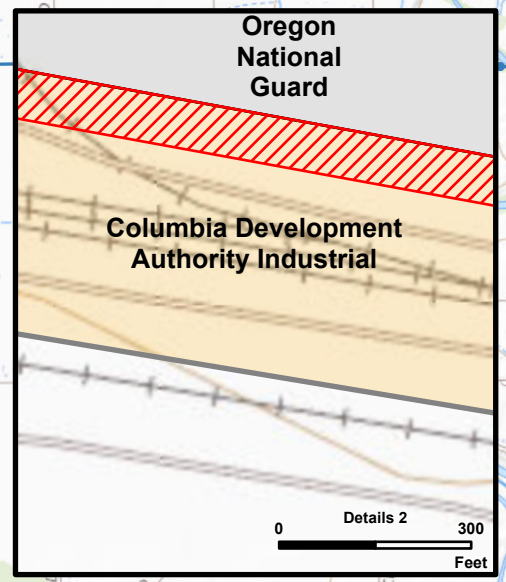
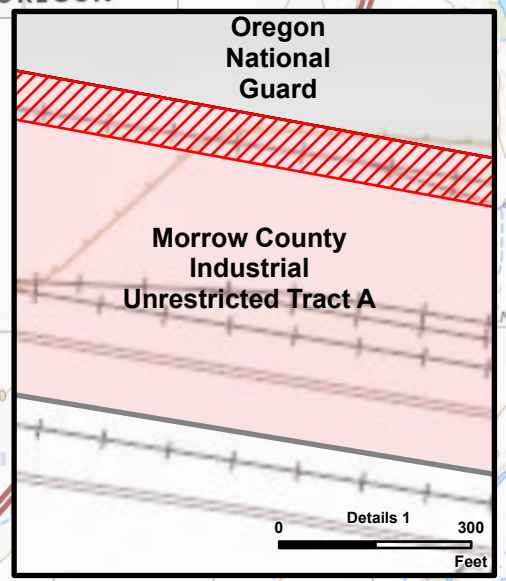
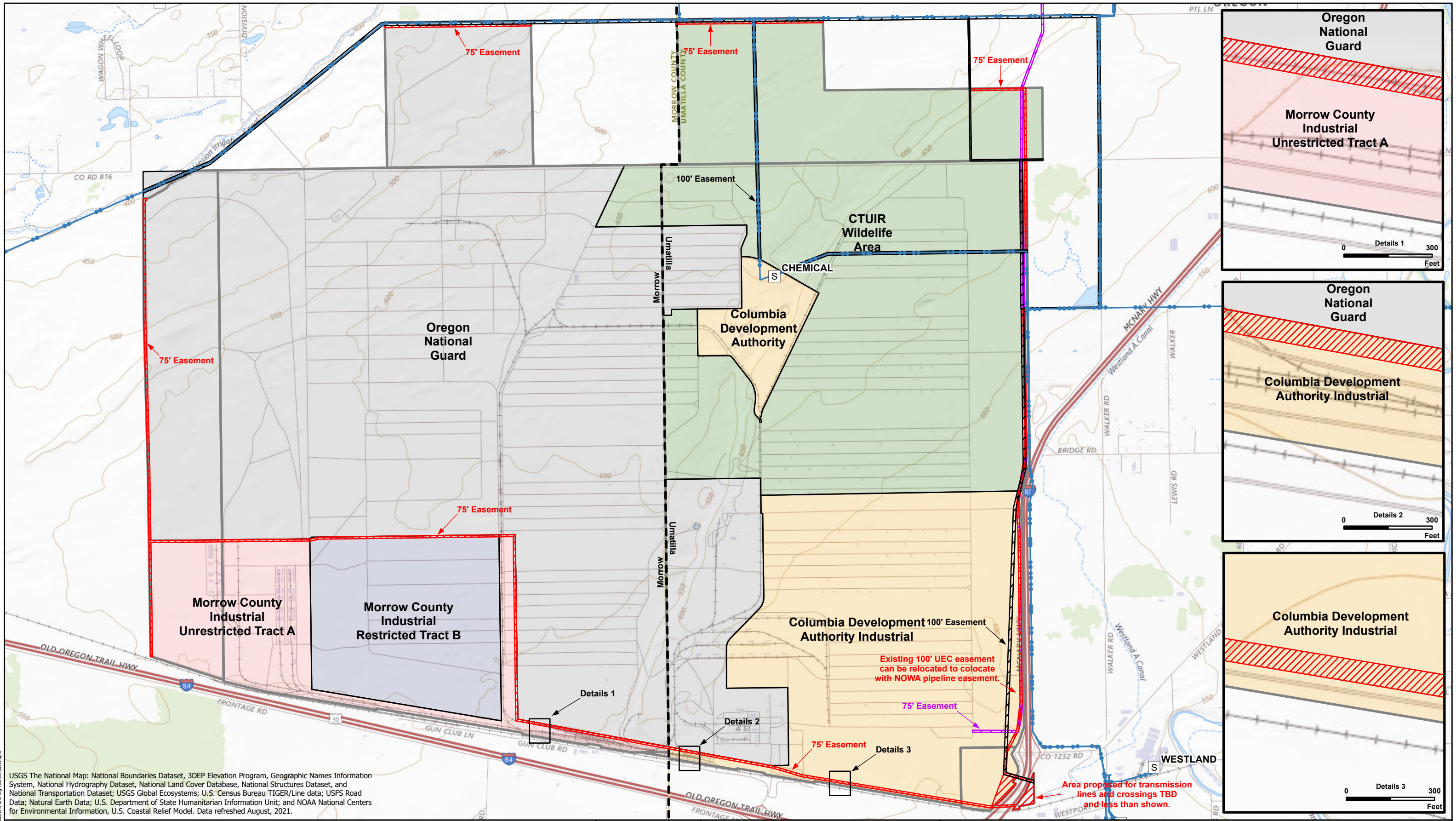
MAP BY: mbrown DATE: 5/13/2022
APPD. BY: ALB DATE: 05/13/2022

Depot Property

Map Title: Depot Area Easements	Map Number: MB-191
Client: UMATILLA ELECTRIC COOPERATIVE HERMISTON, OREGON OREGON 14, UMATILLA	

Scale: 0 to 3,200 Feet

C:\Oregon\QP\14\GIS\Area\GIS\PrePlanning_Transmission\PrePlanning_Transmission.aprx



USGS The National Map: National Boundaries Dataset, 3DEP Elevation Program, Geographic Names Information System, National Hydrography Dataset, National Land Cover Database, National Structures Dataset, and National Transportation Dataset; USGS Global Ecosystems; U.S. Census Bureau TIGER/Line data; USFS Road Data; Natural Earth Data; U.S. Department of State Humanitarian Information Unit; and NOAA National Centers for Environmental Information, U.S. Coastal Relief Model. Data refreshed August, 2021.

Substation	Approximate NOWA Pipeline Easement	Morrow County Industrial Unrestricted
UEC-owned Transmission	Survey Parcel	Oregon National Guard
County Line	CTUIR Wildlife Area	
Proposed UEC Easement	Columbia Development Authority	
Existing UEC Easement	Morrow County Industrial Restricted	

TOTH & ASSOCIATES
 1550 E REPUBLIC RD
 SPRINGFIELD, MO 65804
 Ph. 417-888-0645 Fax 417-888-0657
 www.tothassociates.com

DISCLAIMER: This map is for illustrative purposes, and should only be used as such.

UEC UMATILLA ELECTRIC COOPERATIVE
 A Touchstone Energy Cooperative

MAP BY: mbrown DATE: 5/13/2022
 APPD. BY: ALB DATE: 05/13/2022

Depot Property

Map Title: Depot Area Easements Map Number: MB-191

Client: UMATILLA ELECTRIC COOPERATIVE
 HERMISTON, OREGON
 OREGON 14, UMATILLA

0 3,200 Feet

O:\Oregon\GIS\MapGIS\GIS\MapGIS\Planning\Transmission\MapGIS\MapGIS.aprx