

MEMORANDUM OF AGREEMENT

This Memorandum of Agreement (MOA) is by and between the Columbia Development Authority, a local government unit located at Two Marine Drive, P.O. Box 200, Boardman, Oregon 97818 (CDA), and the Confederated Tribes of the Umatilla Indian Reservation, a federally recognized Indian Tribe, located at 46411 Timine Way, Pendleton, Oregon 97801 (CTUIR). The CDA and CTUIR may be referred to individually as a Party, or jointly as the Parties.

I. RECITALS

- A. The CDA was formed by and consists of representatives of Umatilla County, Morrow County, the Port of Umatilla, the Port of Morrow and the CTUIR. The CDA was originally established as a Local Reuse Authority (LRA) to oversee the destruction of the stockpile of chemical weapons at, and the transfer to the LRA of, the 17,165 acre Umatilla Army Chemical Depot (UMCD), located in Umatilla and Morrow counties. The LRA changed its name to the Columbia Development Authority in 2014.
- B. The UMCD was created by the U.S. Army in 1940 for military purposes, including the storage of chemical weapons, and was used by the Army for 70 years. The destruction of the chemical weapons stockpile was completed in 2011 and the UMCD base was closed in 2012. Pursuant to the Redevelopment Plan for the UMCD adopted in 2010, 7,500 acres of the UMCD has been transferred to the Oregon National Guard for a training center, 5,678 acres are classified as wildlife habitat, and 3,965 acres are allocated for industrial, agricultural and right-of-way development.
- C. The United States Army proposes to transfer the remaining 9,539 acres of the UMCD to the CDA (Depot Land) as depicted in the map attached as Exhibit 1 (Depot Map).
- D. Included in the Depot Land to be transferred by the Army to the CDA is 5,678 acres of land classified in the Redevelopment Plan as Wildlife Habitat and zoned by Umatilla County as Umatilla Depot Refuge Zone (UDR Zone) for wildlife management and related uses, which UDR Zone is depicted in the Depot Map.
- E. The UMCD is located within the aboriginal territory of the CTUIR as recognized by the U.S. Government in Article I of the CTUIR Treaty of 1855, 12 Stat. 945. The CDA and CTUIR have a strong interest in the protection of Properties of Religious and Cultural Significance (PRCS) within the Depot Land.

- F. The CDA and CTUIR are committed to being good neighbors and to the appropriate management of Depot Land transferred to the CDA, consistent with the Redevelopment Plan, for wildlife resource and habitat protection, and the development of industrial and agricultural lands as set forth in this MOA.

II. LEGAL AUTHORITY

The Parties have the legal authority to enter and implement this MOA as follows:

- A. CDA: pursuant to ORS 190.110, which authorizes units of local government to negotiate agreements with Indian tribes. The CDA approved this MOA by motion at their meeting on April 5, 2019; and
- B. CTUIR: Article VI, Section 1(a) of the CTUIR Constitution which authorizes the Board of Trustees, the governing body of the CTUIR, to negotiate agreements with local governments. The Board of Trustees has approved this MOA by Resolution 19-____ (April __, 2019).

III. CDA OBLIGATIONS

The CDA has agreed to the following:

- A. To transfer fee title to at least 4,000 acres of Depot Land the CDA receives from the U.S. Army, which lands include a portion of the Wildlife Habitat within the UDR Zone and are designated "CTUIR Land" in the Depot Map. The CDA transfer of the land to the CTUIR shall be made on an "as-is" and "where-is" basis. The CDA has made no representations to the CTUIR on the condition of the CTUIR Land. The land to be transferred by the CDA to CTUIR shall be subject to survey and legal description by the CTUIR pursuant to Section IV.D of this MOA.
- B. To ensure that the CTUIR and its tenants have access to utilities on the same basis as tenants of the CDA industrial and agricultural lands pursuant to easements negotiated by and acceptable to the Parties.
- C. Upon request by the CTUIR, the CDA commits to submitting letters to the Secretary of Interior and Bureau of Indian Affairs in support of the CTUIR application to have the CTUIR Land taken in trust for the CTUIR. The CDA will also request and recommend that both Umatilla and Morrow Counties and Ports of Umatilla and Morrow submit letters in support as well.
- D. To ensure that the CTUIR, its employees, Tribal members, tenants and agents have use of all roads within Depot Land under the CDA's jurisdiction for management, use and security of CTUIR Land pursuant to an easement negotiated by and acceptable to the Parties.

- E. To recognize and agree that the CTUIR may restrict public access to and/or use of CTUIR Land for wildlife management and security reasons.
- F. To negotiate with the CTUIR to allocate a portion of CDA groundwater rights to meet the needs of the CTUIR Land. The Parties understand that the water needed for CTUIR Land consists of water for wildlife habitat and a visitor's center.

IV. CTUIR OBLIGATIONS

The CTUIR has agreed to do the following:

- A. To accept fee title to and manage the CTUIR Land to protect, preserve and enhance wildlife resources and habitat and for other purposes as determined by the Board of Trustees.
- B. Upon request of the CDA, the CTUIR will negotiate in good faith with the CDA for management of that portion of the Wildlife Habitat tract (1,600+/- acres) owned by CDA and zoned by Umatilla County as UDR Zone.
- C. To use the proceeds the CTUIR receives from the sale, lease, or other disposition of the Farm Parcel to manage the CTUIR Land and for other purposes as determined by the Board of Trustees.
- D. Upon the Parties execution of this MOA, the CTUIR will contract to have a survey and legal description of the CTUIR Land prepared at the CTUIR's expense which survey shall include the 1861 Old Emigrant Wagon Road (35UM498) and utility easements. The survey and legal description will be used to prepare the deed to transfer title of the surveyed portion of Depot Land to the CTUIR.
- E. To grant to the CDA a utility ROW to serve CDA industrial lands that is a minimum of 150 feet wide along the eastern boundary of Depot Land designated as the Utility ROW on the Depot Map. The width of the Utility ROW may be expanded as mutually agreed by the Parties to serve the economic development project referred to in Section V.A. of this MOA. The Utility ROW and associated utilities shall be designed to provide necessary infrastructure for the benefit of both Parties that minimizes impact to wildlife habitat.
- F. To permit the CDA, its employees, tenants and agents, to use the existing road across the CTUIR Land to access the land referred to on the Depot Map as Heavy Industrial Zone, pursuant to an easement negotiated by and mutually agreeable to the Parties.
- G. To grant to the CDA a utility ROW for existing utility lines serving the Heavy Industrial Zone as shown on the Depot Map, pursuant to an easement negotiated by and mutually agreeable to the Parties

V. JOINT CDA-CTUIR OBLIGATIONS

The Parties have agreed to the following:

- A. To work cooperatively to attract a singular economic development project (agreed to by both Parties), to CDA land within Umatilla County and/or to CTUIR Land to generate the revenues needed for the development, improvement and management of the Parties' Depot Land. Any such economic development project shall be covered by a "Development Agreement" between the CDA and CTUIR with the revenues to be split evenly between the Parties regardless of the location of the economic activity on Depot Land. Nothing shall preclude the Parties to this Agreement from developing future projects for their respective and sole benefit, or from entering into other joint development agreements for the mutual benefit of both CDA and CTUIR.
- B. To work cooperatively to achieve compliance with all applicable federal, state, tribal and local cultural resource protection laws and to protect and preserve Properties of Religious and Cultural Significance, including but not limited to the Coyote Coulee and Oregon Trail, located on Depot Land.
- C. To develop and maintain a good neighbor relationship between the Parties so that the goals of each Party for the management and development of Depot Land can be achieved.
- D. To work cooperatively to develop, fund and provide fire prevention, law enforcement, emergency response and security services to Depot Land as the budget of the Parties permit.
- E. The terms of the sale, lease, or other disposition of the 39.59 acre agricultural tract now designated as the Farm Parcel on the Depot Map shall be mutually agreed upon by the CDA and CTUIR, and the proceeds from such sale or disposition shall be shared equally by the Parties.
- F. To work cooperatively to ensure that the development, use and management of Depot Land by the Parties is carried out in a manner that recognizes and seeks to minimize impact to the wildlife resources and habitat and the cultural and historic properties located on Depot Land.
- G. That each Party may use and manage Depot Land they own as determined by that Party in accord with applicable federal, state, tribal, and local law.
- H. The Parties agree that neither will take title to nor management of the landfill area designated on the Depot Map.

VI. CONTACTS

A. CDA:

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B. CTUIR:

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VII. DISPUTE RESOLUTION

The Parties commit to working cooperatively and constructively to implement the terms of this MOA. If a dispute arises between the Parties under this MOA, the Parties agree to commit the personnel, resources and time to resolve the matter at the earliest opportunity and at the lowest level of management. The Party that claims that a dispute exists shall submit to the other Party a written description of the factual basis for the dispute, the violation of law or agreement that is involved and the remedy sought. In the event a dispute cannot be resolved informally by the Parties' staff, the matter shall be referred to the Executive Director of the CDA and the CTUIR for resolution. The Parties' Executive Directors shall meet as soon as practicable to address the dispute. If the Parties' Executive Directors are unable to resolve the dispute to the mutual satisfaction of both parties, the matter shall be submitted to the CDA Board of Directors and CTUIR Board of Trustees for resolution.

VIII. AMENDMENT TO MOA

The Parties may amend this MOA provided that the amendment is in writing, has been approved by the governing body of each Party and has been executed by an authorized officer of each Party.

IX. EFFECTIVE DATE OF MOA

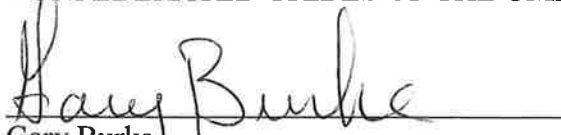
This MOA shall be effective April 1, 2019.

COLUMBIA DEVELOPMENT AUTHORITY



Donald Russell
Chairman

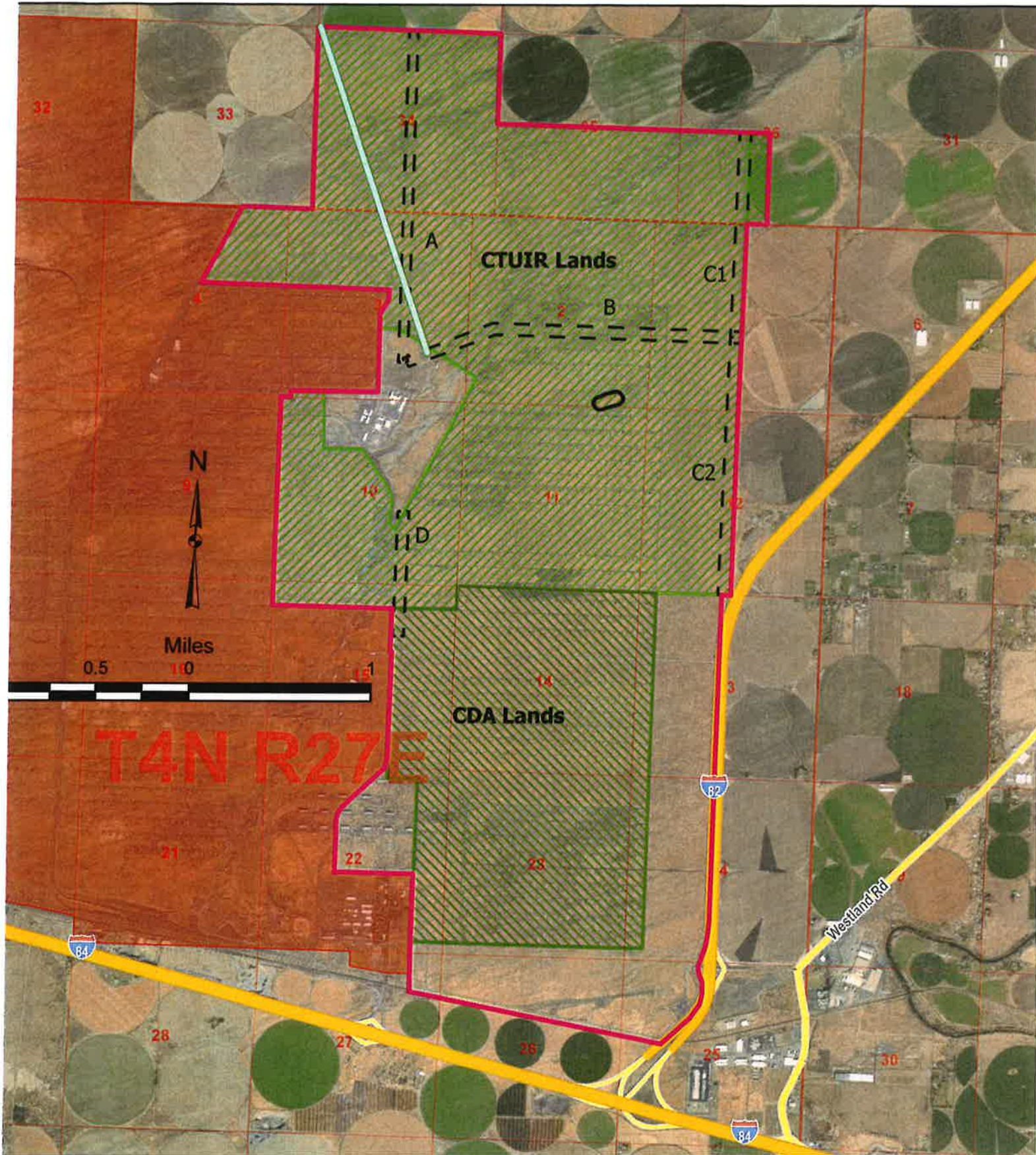
CONFEDERATED TRIBES OF THE UMATILLA INDIAN RESERVATION



Gary Burke
Chairman, Board of Trustees

Exhibit 1 - Depot Map

UMCD/CDA Depot Land



- Major Highways
- Highways
- Major Roads
- Ramps
- Utility ROW
- Townships
- Sections
- Depot Land
- Oregon Military Dept.
- CTUIR Land
- CDA Land
- Farm Parcel
- Landfill
- Cascade Natural Gas Line

Map produced by the Confederated Tribes of the Umatilla Indian Reservation (CTUIR) GIS Program.

No warranty is made for this information beyond the purpose intended by CTUIR staff. Any damages of interests or property of the CTUIR shall be the sole liability and responsibility of the party disclosing the information without prior

WASHINGTON

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