

Columbia Development Authority
INDEX OF LOTS/PROPERTIES OF RECORD, UMATILLA DEPOT
UMATILLA COUNTY, OREGON

Refer to the attached drawing titled "COLUMBIA DEVELOPMENT AUTHORITY, LOTS/PROPERTIES OF RECORD - UMATILLA COUNTY"

The following is an index of lots/properties of record for lands within the boundaries of that portion of the real property situated in Umatilla County, as deeded to the Columbia Development Authority, Instrument #2023-01355, Umatilla County Records, said lands being a portion of the lands commonly known as the "Umatilla Chemical Depot", historically as the "Umatilla Army Depot".

This index and attached drawing were compiled from record surveys, documents recorded in the Umatilla County Records and from a map titled "War Department, Office of the Division of the Engineer, Real Estate, Umatilla Army Depot", dated 5/6/1947, revision date 6/1/1956, hereafter referred to as a "War Department Map".

Areas are determined from record surveys.

- 1) NE1/4, NW1/4 & SW1/4 of Section 34, T.5N., R.27E. (479.9 Acres, more or less)
Withdrawn from Public Domain (BLM) as shown on the War Department Map.
- 2) SE1/4 of Section 34, T.5N., R.27E. (159.9 Acres, more or less)
Withdrawn from Public Domain (BLM) as shown on the War Department Map.
- 3) S1/2 of Section 35, T.5N., R.27E. (317.7 Acres, more or less)
Northern Pacific Railway Company, vested in the United States by Judgement on the Declaration of Taking, a certified copy of which is filed in Book 160, Page 350, filed December 2, 1941, Umatilla Deed Records.
- 4) SW1/4 of Section 36, T.5N., R.27E. (158.0 Acres, more or less)
Umatilla County, vested in the United States by Judgement on the Declaration of Taking, a certified copy of which is filed in Book 160, Page 349, filed December 2, 1941, Umatilla Deed Records.
- 5) All of Section 3, T.4N., R.27E., excepting that portion lying with the boundaries of Camp Umatilla (458.2 Acres, more or less)
Northern Pacific Railroad to the United States, Deed Book 163, Page 74, Umatilla Deed Records.
- 6) All of Section 2, T.4N., R.27E. (653.4 Acres, more or less)
Withdrawn from Public Domain (BLM) as shown on the War Department Map.
- 7) W1/2 of Section 1, T.4N., R.27E. (324.7 Acres, more or less)
County of Umatilla, vested in the United States (Parcel No. 1) by Judgement on the Declaration of Taking, a certified copy of which is filed in Book 160, Page 205, filed June 25, 1941, Umatilla Deed Records.

- 8) All of Section 10, T.4N., R.27E., excepting that portion lying with the boundaries of Camp Umatilla (640.3 Acres, more or less)
Withdrawn from Public Domain (BLM) as shown on the War Department Map.
- 9) All of Section 11, T.4N., R.27E. (458.2 Acres, more or less)
Northern Pacific Railroad to the United States, Deed Book 163, Page 74, Umatilla Deed Records.
- 10) W1/2 of Section 12, T.4N., R.27E. (321.7 Acres, more or less)
Withdrawn from Public Domain (BLM) as shown on the War Department Map.
- 11) All of Section 15, T.4N., R.27E., excepting that portion lying with the boundaries of Camp Umatilla (271.6 Acres, more or less)
Northern Pacific Railroad to the United States, Deed Book 163, Page 74, Umatilla Deed Records.
- 12) All of Section 14, T.4N., R.27E. (643.7 Acres, more or less)
Withdrawn from Public Domain (BLM) as shown on the War Department Map.
- 13) W1/2 of Section 13, T.4N., R.27E., excepting that portion lying with the boundaries of OREGON DoT, Interstate 82 (288.5 Acres, more or less)
County of Umatilla, vested in the United States (Parcel No. 2) by Judgement on the Declaration of Taking, a certified copy of which is filed in Book 160, Page 205, filed June 25, 1941, Umatilla Deed Records.
- 14) All of Section 22, T.4N., R.27E., excepting that portion lying with the boundaries of Camp Umatilla (245.2 Acres, more or less)
Withdrawn from Public Domain (BLM) as shown on the War Department Map.
- 15) All of Section 15, T.4N., R.27E., excepting that portion lying with the boundaries of Camp Umatilla (643.8 Acres, more or less)
Northern Pacific Railroad to the United States, Deed Book 163, Page 74, Umatilla Deed Records.
- 16) W1/2 of Section 13, T.4N., R.27E., excepting that portion lying with the boundaries of OREGON DoT, Interstate 82 (278.9 Acres, more or less)
Withdrawn from Public Domain (BLM) as shown on the War Department Map.
- 17) N1/2 of Section 27, T.4N., R.27E., lying North of the Oregon – Washington Railroad & Navigation Company(Union Pacific Railroad), excepting that portion lying with the boundaries of Camp Umatilla (59.7 Acres, more or less)
Northern Pacific Railroad to the United States, Deed Book 163, Page 74, Umatilla Deed Records.
- 18) N1/2 of Section 26, T.4N., R.27E., lying North of the Oregon – Washington Railroad & Navigation Company(Union Pacific Railroad) (196.7 Acres, more or less)
- 19) NW1/4 of Section 25, T.4N., R.27E., lying North of the Oregon – Washington Railroad & Navigation Company (Union Pacific Railroad), excepting that portion lying with the boundaries of OREGON DoT, Interstate 82 (101.0 Acres, more or less)
Western Irrigation Company, vested in the United States by Judgement on the Declaration of Taking, a certified copy of which is filed in Book 160, Page 203, filed June 25, 1941, Umatilla Deed Records.

Prepared by Kenny Delano Jr., OR PLS 49865, on April 20, 2023

COLUMBIA DEVELOPMENT AUTHORITY LOTS/PROPERTIES OF RECORD – UMATILLA COUNTY

Refer to the attached "Columbia Development Authority,
INDEX OF LOTS/PROPERTIES OF RECORD, UMATILLA DEPOT"
April 20, 2023

T5N

R27E	R28E
S25	S30
S36	S31



Scale 1" = 2000'

S28	S27	S27	S26	S26	S25
S33	S34	S34	S35	S35	S36

MORROW COUNTY
UMATILLA COUNTY

①

NOT A PART

②

③

④

CLEAVERLAND, LLC
NOT A PART

R27E	R28E
S36	S31

S33	S34	S34	S35	S35	S36
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MORROW COUNTY

UMATILLA COUNTY

⑤

⑥

⑦

NOT A PART

CAMP UMATILLA
NOT A PART

S4

S3

S3

S2

S2

S1

S1

S6

S9

S10

S3

S2

S11

S12

S12

S7

DE-ML SITE

TENTATIVE C.T.U.I.R. LANDS

⑧

⑨

⑩

NOT A PART

BOUNDARY IS NOT ON SECTION LINES

S9

S10

S10

S11

S11

S12

S12

S7

S16

S15

S15

S14

S14

S13

S13

S18

REGISTERED PROFESSIONAL LAND SURVEYOR

OREGON
JULY 13, 1999
KENNETH H. DELANO JR.
49885

RENEWALS: 1/1/2024

S16

S15

S15

S14

S14

S13

S13

S18

S21

S22

S22

S23

S23

S24

S24

S19

CAMP UMATILLA
NOT A PART

MORROW COUNTY

UMATILLA COUNTY

⑭

⑮

⑯

OREGON DoT (I-84)
NOT A PART

S21

S22

S22

S23

S23

S24

S24

S19

S28

S27

S27

S26

S26

S25

S25

S30

UNION PACIFIC RAILROAD

⑰

⑱

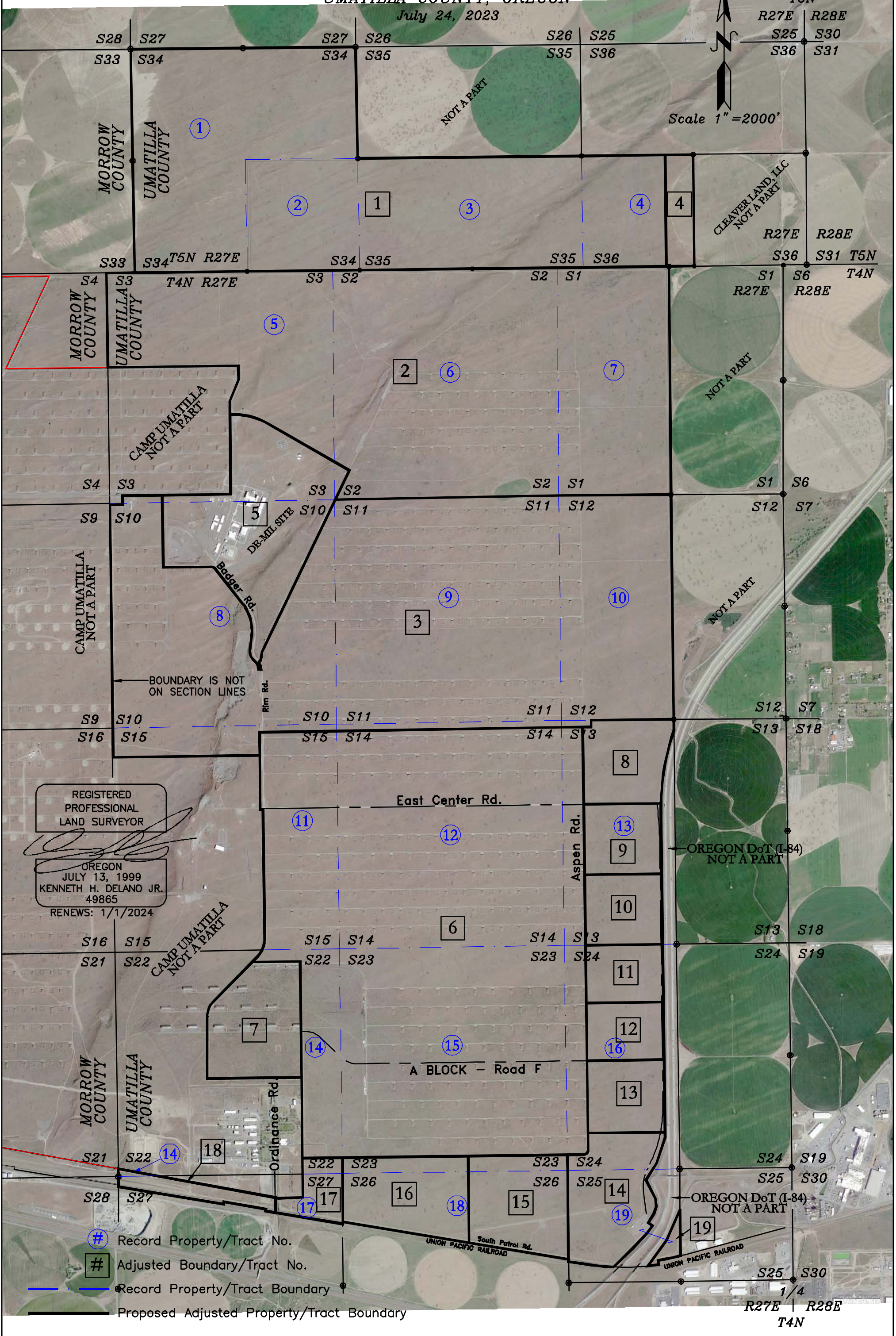
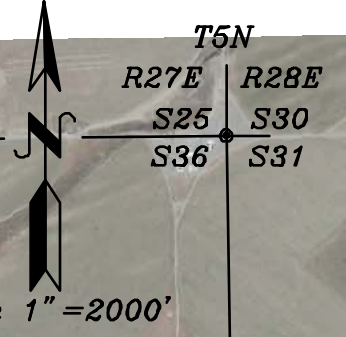
⑲

— Property Boundary, CDA Lands in Umatilla County
— Tentative C.T.U.I.R. Boundary

S25	S30
1/4	
R27E	R28E
T4N	

COLUMBIA DEVELOPMENT AUTHORITY
PROPERTY LINE ADJUSTMENTS – RESULTING TRACTS
UMATILLA COUNTY, OREGON

July 24, 2023



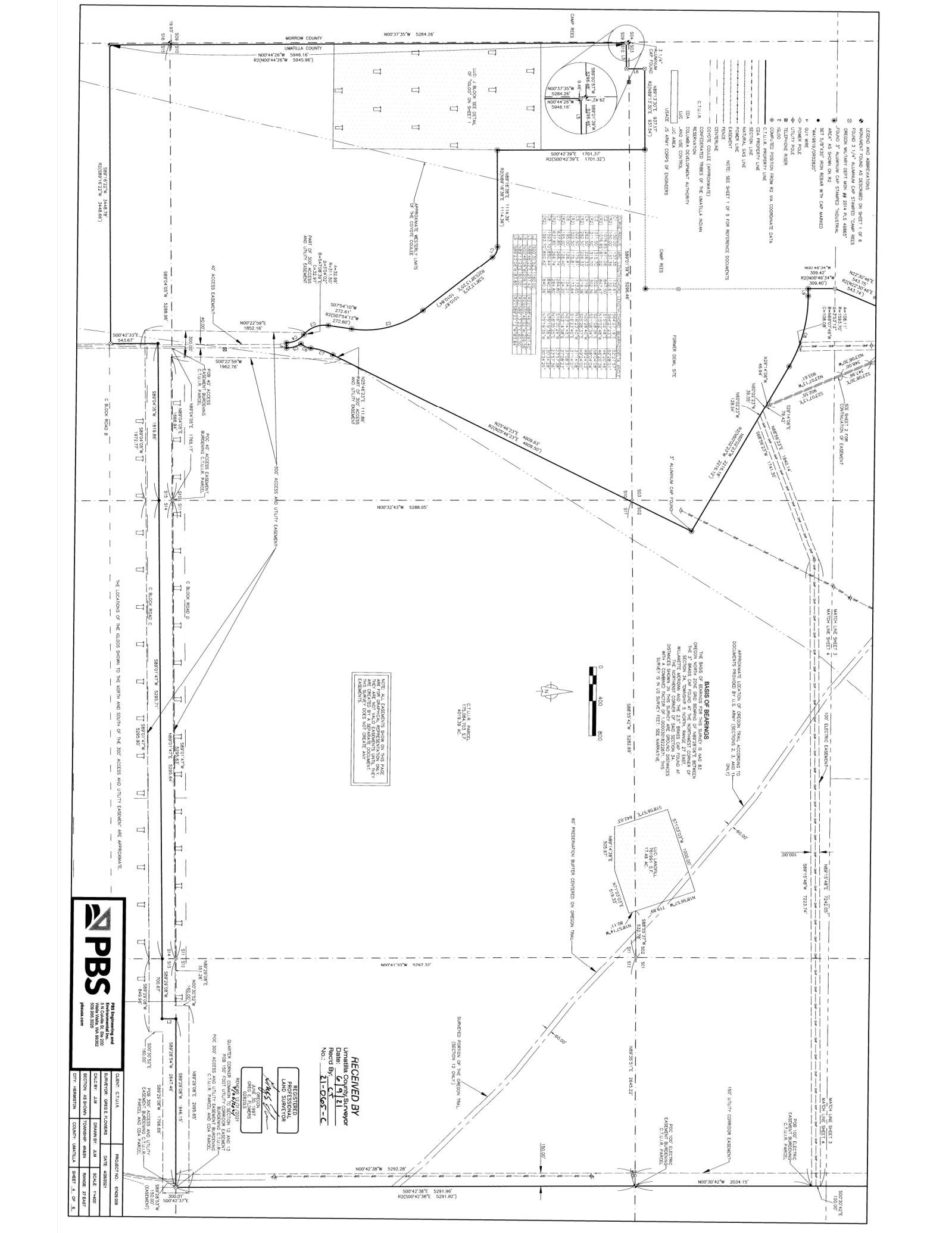
REGISTERED
 PROFESSIONAL
 LAND SURVEYOR

[Signature]

OREGON
 JULY 13, 1999
 KENNETH H. DELANO JR.
 49865
 RENEWS: 1/1/2024

- # Record Property/Tract No.
- # Adjusted Boundary/Tract No.
- Record Property/Tract Boundary
- Proposed Adjusted Property/Tract Boundary

S25 S30
 1/4
 R27E R28E
 T4N

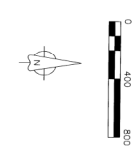


- LEGEND AND ABBREVIATIONS
- MONUMENT FOUND AS DESCRIBED ON SHEET 1 OF 6
 - FOUND 3 1/4" ALUMINUM CAP STAMPED 'CAMP BEES'
 - OREGON WALTER DEPT MON # 2014 R.S. 48887
 - ADJACENT TO 'CAMP BEES' MONUMENT
 - SET 9/8/07 HIGH REBAR WITH CAP MARKED '14889/08082007'
 - 4' OLY WARE
 - 4" UTILITY PIPE
 - TELEPHONE REBAR
 - 12" O.D. CONCRETE PIPE
 - 150' UTILITY CONDUIT EASEMENT
 - 100' ELECTRIC EASEMENT
 - CLULR PROPERTY LINE
 - CLULR CORNER (APPROXIMATE)
 - CLULR CONCENTRIC TRIES OF THE UMATILLA RIVER
 - CLULR CONCRETE FOUNDATION
 - CLULR AND USE CONTROL
 - USED AS REFERENCE POINTS OF EVIDENCE

STATION	BEARING	DISTANCE	BEARING	DISTANCE	BEARING	DISTANCE
1	N 89° 14' 00" E	128.84	S 89° 14' 00" W	128.84	N 89° 14' 00" E	128.84
2	N 89° 14' 00" E	128.84	S 89° 14' 00" W	128.84	N 89° 14' 00" E	128.84
3	N 89° 14' 00" E	128.84	S 89° 14' 00" W	128.84	N 89° 14' 00" E	128.84
4	N 89° 14' 00" E	128.84	S 89° 14' 00" W	128.84	N 89° 14' 00" E	128.84
5	N 89° 14' 00" E	128.84	S 89° 14' 00" W	128.84	N 89° 14' 00" E	128.84
6	N 89° 14' 00" E	128.84	S 89° 14' 00" W	128.84	N 89° 14' 00" E	128.84
7	N 89° 14' 00" E	128.84	S 89° 14' 00" W	128.84	N 89° 14' 00" E	128.84
8	N 89° 14' 00" E	128.84	S 89° 14' 00" W	128.84	N 89° 14' 00" E	128.84
9	N 89° 14' 00" E	128.84	S 89° 14' 00" W	128.84	N 89° 14' 00" E	128.84
10	N 89° 14' 00" E	128.84	S 89° 14' 00" W	128.84	N 89° 14' 00" E	128.84

BASIS OF BEARINGS

THE BASIS OF BEARINGS FOR THIS SURVEY IS AND IS TO BE THE TRUE NORTH AS DETERMINED BY THE NORTH STAR AT THE TIME OF THE SURVEY. THE TRUE NORTH IS THE NORTH STAR AT THE TIME OF THE SURVEY. THE TRUE NORTH IS THE NORTH STAR AT THE TIME OF THE SURVEY. THE TRUE NORTH IS THE NORTH STAR AT THE TIME OF THE SURVEY.



NOTE: ALL EASEMENTS SHOWN ON THIS PAGE ARE FOR RECORD PURPOSES ONLY. THEY ARE NOT TO BE CONSIDERED AS EVIDENCE OF EASEMENTS.

CLULR PARCEL
17308 707.57
403.70 N.E.

RECEIVED BY
Umatilla County Surveyor
Date: 6/9/21
Rec'd By: [Signature]
No. KI-065-C

REGISTERED PROFESSIONAL LAND SURVEYOR
DATE: 5/11/89
NO. 28253

QUARTER CORNER OF SECTION 12 AND 13
FOR 150' UTILITY CONDUIT EASEMENT
FOR 100' ELECTRIC EASEMENT
CLULR PARCEL AND CAP MARKED



CLIENT: CLULR	PROJECT NO. 89888
SUBJECT: GIBBS EASEMENT	DATE: 06/09/21
CALCULATED BY: [Name]	DRAWN BY: [Name]
ACTION: REVISION	DESIGNED: [Name]
BY: [Name]	CHECKED: [Name]
COUNTY: UMATILLA	SHEET: 2 OF 3

REAL ESTATE CONTRACT OF SALE

CDA: Columbia Development Authority
Two Marine Drive
P.O. Box 200
Boardman, Oregon 97818

CTUIR: Confederated Tribes of the Umatilla Indian Reservation
46411 Timine Way
Pendleton, OR 97801

RECITALS

A. The Columbia Development Authority (“CDA”) is organized and existing as provided by the terms and provisions of an intergovernmental agreement dated May 15, 1995, as amended and restated, between the County of Morrow and the County of Umatilla, both political subdivisions of the State of Oregon, the Port of Morrow and the Port of Umatilla, both port districts and municipal corporations of the State of Oregon, and the Confederated Tribes of the Umatilla Indian Reservation, a federally recognized Indian Tribe.

B. The Umatilla Army Chemical Depot (“UCMD”) was created by the United States Army in 1940 for military purposes, including the storage of chemical weapons, and was used by the Army for seventy (70) years. The destruction of the chemical weapons stockpile was completed in 2011 and the UMCD based 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. By Deed Without Warranty dated March 3, 2023, the United States of America, acting by and through the U.S. Army (“Army”), conveyed to CDA 9,511.37 acres of the former Umatilla Chemical Depot (“Depot”) located in Morrow and Umatilla Counties in Oregon, which transfer included the 5,678 acres of land classified in the Redevelopment Plan as wildlife habitat and which are zoned by Umatilla County as Umatilla Depot Refuge Zone for wildlife management and related uses.

D. By Memorandum of Agreement (“MOA”) dated April 1, 2019, between CDA and the Confederated Tribes of the Umatilla Indian Reservation (“CTUIR”), CDA agreed to transfer fee title to at least 4,000 acres of the Depot CDA received from the Army (referred to in the MOA as “CTUIR Land”) on an “as-is” and “where-is” basis, and CTUIR agreed to accept fee title and manage the CTUIR Land to protect, preserve and enhance wildlife resources and habitat and for other purposes as determined by CTUIR.

- E. Under the terms of the MOA, the CTUIR also agreed, among other things, to:
- a. 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 and utility easements. The survey and legal description will be used to prepare the deed to transfer title of the CTUIR Land to the CTUIR;

- b. grant to the CDA a utility right of way to serve the CDA industrial lands, which right of way shall be a minimum of 150 feet wide along the eastern boundary of the Depot Land and shall be designed, along with the associated utilities, to provide necessary infrastructure for the benefit of both Parties that minimizes impact to wildlife habitat;
- c. permit the CDA, its employees, tenants and agents, to use the existing road across the CTUIR land to access the Demil site (referred to as the Heavy Industrial Zone on the Depot Map attached to the MOA), pursuant to an easement that is negotiated by and mutually agreeable to the Parties; and
- d. grant to the CDA a utility right of way for existing utility lines serving the Demil site, pursuant to an easement negotiated by and mutually agreeable to the Parties.

F. CDA is the fee simple owner of real property consisting of 4019 acres, more or less, which is depicted on Exhibit A attached hereto and incorporated herein (hereinafter referred to as the "Property") The Property is located in Umatilla and Morrow Counties, Oregon.

G. CTUIR desires to acquire from CDA and CDA desires to convey to CTUIR the Property on the terms and conditions set forth in this Real Estate Contract of Sale (this "Agreement") and as set forth in the MOA, which is incorporated herein by this reference and attached as Exhibit B.

H. CDA and CTUIR recognize and agree to cooperate on the Umatilla County land use process for a property line adjustment to establish five lawful units of land as depicted on Exhibit C, which property line adjustment is a condition precedent for the CDA conveyance to CTUIR.

I. CDA and CTUIR are in receipt of Morrow County Planning Department's determination that Morrow County does not require a land division or property line adjustment application to recognize the "trapezoidal" tract in Morrow County as a lawful unit of land that may be conveyed from CDA to CTUIR.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants contained herein, and other good and valuable consideration, the sufficiency of which is hereby acknowledged, CDA and CTUIR agree as follows:

1. **Agreement to Convey.** CTUIR agrees to accept title to the Property from CDA and CDA agrees to convey the Property to CTUIR on the terms and conditions set forth herein.
2. **Consideration.** CTUIR and CDA have agreed that the consideration for the Property shall be the mutual covenants and agreements set forth herein, including but not limited to the waivers and releases set forth in Section 14 below, and for other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged by CDA and CTUIR.
3. **Land Use Contingency.** Each of CTUIR and CDA agree that CDA's obligation to convey title to the Property, and CTUIR's obligation to accept title to the Property, is expressly contingent upon the final non-appealable establishment of the Property, and any adjacent

real property of CDA (the “CDA Retained Property”) from which the Property is divided, as one or more “lawfully established unit[s] of land” as such term is defined in Section 92.010 of the Oregon Revised Statutes (“Lot(s) of Record”), which establishment must be accomplished in accordance with the property line adjustment procedure of Umatilla County, Oregon (the “Land Use Processes”). CDA shall, with reasonable haste following the Effective Date, prosecute the Land Use Processes to establish the Property and the CDA Retained Property as Lots of Record, and to create the five Lots of Record on the Property as depicted on the map attached as Exhibit C. Further, CDA agrees to (i) keep CTUIR reasonably appraised of developments regarding the same, (ii) provide CTUIR notice and an opportunity to comment prior to taking any action which will result in the occurrence of fees or costs for which CTUIR is responsible pursuant to Section 4 below, and (iii) notify CTUIR upon the successful completion or failure of any Land Use Processes.

4. Survey Contingency. CTUIR shall, with reasonable haste following the Effective Date, obtain in consultation with CDA, an American Land Title Association Survey of the Property (the “Survey”). The Survey will include the location and a legal description of the Reserved Easements (defined in Section 7 below).

5. Closing.

a. Closing shall take place on a date mutually convenient for the parties, but in no event later than _____, 202__ (“Closing Date”), at the offices of the Closing Agent. The “Closing Agent” shall be First American Title, 200 SW Market, Suite 250, Portland, OR 97201.

b. CTUIR and CDA shall pay transaction, closing and others costs related to the sale of the Property as follows: CTUIR shall pay (a) the costs of the Survey, the premium for any owner’s title insurance policy including any endorsements or extended coverage, the closing escrow agent’s fee, excise and transfer taxes, all closing costs and settlement expenses, including without limitation the recording fees to record the Deed (defined below). CTUIR shall pay a portion of the costs and expenses associated with the Land Use Processes, including but not limited to application and filing fees, and CDA’s legal, professional and consultant fees (collectively, the “Land Use and CDA Professional Fees”) in an amount not to exceed \$35,000.00 (the “Fee Threshold). CDA shall pay (i) the cost of any concurrent issue or seller’s policy of title insurance, and (ii) the Land Use and CDA Professional Fees to the extent such fees exceed the Fee Threshold.

c. Real estate taxes for the year in which Closing occurs shall be prorated as of the date of Closing, and, if the closing of the transaction contemplated hereunder results in a change in any non-ad valorem tax classification or designation applicable to the Property, CTUIR shall pay at Closing any roll-back or compensating tax and related interest and penalties resulting from such change in classification or designation, and shall indemnify and hold harmless CDA for and against such tax and any costs (including attorneys’ fees) in connection therewith. CTUIR shall be solely responsible for the payment of any taxes that may accrue at Closing or anytime thereafter by reason

or any change in the zoning, land use classification or other tax classification of the Property.

6. **Title Insurance.** CTUIR shall order from Closing Agent a preliminary title report (the “Title Report”), which shows the condition of title to the Property, and deliver a copy of the same to CDA upon receipt. CTUIR shall be solely responsible for working with Closing Agent to obtain any policies of title insurance and endorsements thereto desired by CTUIR. CDA will reasonably cooperate with CTUIR, at no expense to CDA, as requested in meeting any requirements of Closing Agent for issuance of a title insurance policy, provided, that in no event shall CDA be required to provide any type of indemnification to any underwriter issuing a title insurance policy to CTUIR.
7. **Deed.** On the Closing Date, CDA shall execute and deliver to CTUIR a statutory bargain and sale deed (the “Deed”) in the form of Exhibit D attached hereto and by this reference incorporated herein conveying to CTUIR fee simple title to the Property without any warranties or covenants of title and therefore subject to all matters affecting the Property, including but not limited to all matters disclosed on the Title Report, those matters contained in CDA’s vesting deed, and subsequent real estate taxes not yet due and payable, rights of any persons or entities in possession, all outstanding mineral rights or reservations, oil, gas or mineral leases, restrictions or reservations, roadways, rights of way, easements, any contracts purporting to limit or regulate the use, occupancy or enjoyment of the Property, and all matters affecting title to the Property which would be disclosed by a thorough physical inspection or an accurate survey of the Property (collectively, the “Encumbrances”). The Deed shall be subject to (i) perpetual non-exclusive appurtenant access easement reservations, which shall include but not be limited to a road and railway easement, for the benefit of CDA Retained Property (the “Reserved Access Easements”), and (ii) a perpetual non-exclusive appurtenant easement for the installation and operation of utility facilities, for the benefit of the CDA Retained Property (the “Reserved Utility Easement” and, together with the Reserved Access Easement, the “Reserved Easements”). The Reserved Easements will be reserved as shown on the form of deed attached as Exhibit D; provided, however, that the descriptions of the portions of the Property to be encumbered by the Reserved Utility Easements and the Reserved Access Easement will be inserted following completion of the Survey and prior to Closing.
8. **Continuing Obligations.** CTUIR, by taking title to the Property, acknowledges and agrees to be bound by, and perform all obligations of the landowner with respect to the Property under, arising out of or relating to the Encumbrances from and after the date of Closing, including, but not limited to those unrecorded agreements affecting the Property set forth on Exhibit E attached hereto and by this reference incorporated herein (the “**Unrecorded Agreements**”). CDA agrees to assign, and CTUIR agrees to assume, in whole or in part, as applicable, the Unrecorded Agreements at Closing.
9. **Inspections and Information; Insurance.**
 - a. CTUIR and CTUIR’s agents and representatives shall have the right, from the Effective Date until Closing, to go on the Property at reasonable times to make any reports, inspections, and feasibility studies that CTUIR wishes concerning the Property;

provided that (i) CTUIR's access to the Property is subject to this Section 9 and Section 10 below, and (ii) CTUIR shall not conduct any invasive testing, on the Property without CDA's prior written consent, which may be conditioned in CDA's sole discretion. All access to the Property hereunder shall be coordinated with CDA in advance and all such access made shall be at the sole risk of the entering party. All feasibility activities conducted hereunder shall be made at CTUIR's sole cost and in full compliance with all federal, state, tribal, and local laws. CTUIR hereby covenants and agrees to indemnify, defend, and hold CDA harmless from and against any and all loss, liability, costs, claims, damages, demands, actions, causes of action and suits caused by or arising out of the exercise of the rights under this paragraph by CTUIR or its agents or representatives, or the failure of CTUIR or its agents or representatives to adhere to the requirements in this section, or any permitting or related activities of CTUIR or its agents or representatives concerning the Property. CTUIR acknowledges that the foregoing covenant contained in this paragraph shall survive the termination of this Agreement.

- b. Prior to CTUIR's or CTUIR's agents', contractors' or employees' entry onto the Property such parties shall furnish CDA with evidence of commercial general liability insurance from insurers licensed to do business in the State of Oregon with coverage and minimum limits of at least \$1,000,000 on a per occurrence and aggregate basis naming CDA as an additional insured party and including blanket contractual liability coverage. Such insurance may not be cancelled or amended except upon thirty (30) days' prior written notice to CDA. CTUIR shall indemnify, defend and hold CDA harmless from any and all damage, expenses, liens or claims (including attorney's fees and costs) arising from CTUIR's exercise of its access rights hereunder.
 - c. Within a reasonable period of time following the Effective Date, CDA shall provide to CTUIR copies of any written notices received by CDA from any governmental agency concerning any violation of statute, law, ordinance, deed restriction, rule or regulation with respect to the Property.
10. **CTUIR's Property Access Prior to Closing.** CTUIR acknowledges and agrees that the Property must be accessed through a locked gate located at the southwest corner of the CDA Retained Property, near Interstate 82, and that a key to access the Property must be obtained from the CDA. CTUIR shall contact CDA by phone at (541) 481-3693, or by email at "columbiadaassistant@gmail.com", in advance of any desired access date in order to coordinate CTUIR access to the Property.
11. **Site Warning.** CTUIR IS WARNED THAT THE PROPERTY SITE WAS PART OF A MILITARY INSTALLATION WHERE WEAPONS OF VARIOUS KINDS WERE STORED AND POSSIBLY MAINTAINED AND/OR USED AND CONTAINS FRIABLE AND NON-FRIABLE ASBESTOS OR ASBESTOS-CONTAINING MATERIAL (HEREINAFTER REFERRED TO AS "ACM") AMONG OTHER ENVIRONMENTAL AND HEALTH RISKS KNOWN AND UNKNOWN. UNPROTECTED OR UNREGULATED EXPOSURES TO ASBESTOS IN PRODUCT MANUFACTURING, SHIPYARD, AND BUILDING CONSTRUCTION WORKPLACES HAVE BEEN ASSOCIATED WITH

ASBESTOS-RELATED DISEASES. BOTH THE U.S. OCCUPATIONAL SAFETY AND HEALTH ADMINISTRATION (“OSHA”) AND THE U.S. ENVIRONMENTAL PROTECTION AGENCY (“EPA”) REGULATE ASBESTOS BECAUSE OF THE POTENTIAL HAZARDS ASSOCIATED WITH EXPOSURE TO AIRBORNE ASBESTOS FIBERS. BOTH OSHA AND EPA HAVE DETERMINED THAT SUCH EXPOSURE INCREASES THE RISK OF ASBESTOS-RELATED DISEASES, WHICH INCLUDE CERTAIN CANCERS AND WHICH CAN RESULT IN DISABILITY OR DEATH. CTUIR acknowledges that it has been invited, urged, and cautioned to inspect the Premises as to its asbestos and ACM content and condition and any hazardous or environmental conditions relating thereto prior to engaging in any activities at the Property. Notwithstanding the foregoing notice, CTUIR shall be deemed to have relied solely on its own judgment in assessing the overall condition of all or any portion of the Premises including, without limitation, any asbestos and ACM hazards or concerns. Any description of the Property or other information relating to the condition of the Premise provided by CDA to CTUIR is based on the best information available to CDA and is believed to be correct, but an error or omission, including, but not limited to, the omission of any information available to CDA and/or any federal or state agency, shall not constitute grounds or reason for any claim by CTUIR against CDA. CDA assumes no liability for damages for personal injury, illness, disability, or death, to CTUIR, or to CTUIR’s successors, assigns, employees, invitees, or any other person subject to CTUIR’s control or direction, or to any other person, including members of the general public, arising from or incidental to the transportation, removal, handling, use, disposition, or other activity causing or leading to contact of any kind whatsoever with asbestos on the Property, whether CTUIR, its successors or assigns has or have properly warned or failed properly to warn the individual(s) injured.

12. **Possession.** CTUIR shall be entitled to possession of the Property immediately upon Closing subject to the Encumbrances and any other encumbrances created at or prior to Closing consistent with this Agreement.
13. **CDA’s Representations and Warranties.** In addition to any express agreements of CDA contained in this Agreement, the following constitute representations and warranties of CDA to CTUIR. CDA acknowledges that the warranties and representations of CDA contained in this Agreement are material inducements to CTUIR to enter into this Agreement. All CDA’s warranties and CTUIR’s right to assert a breach of them, shall survive execution of this Agreement, the closing, and the execution and delivery of the closing documents for a period of one (1) year. CDA warrants and represents to CTUIR that, as of the Effective Date and the Closing Date, to the actual knowledge of Greg Smith (without duty of inquiry or investigation), the Executive Director of CDA, and subject to the Encumbrances, the following matters are true and correct:
 - a. CDA is the fee simple owner of the Property and has the legal power, right, and authority to enter into this Agreement and the instruments referred to here and to consummate the transactions contemplated here.
 - b. Neither the execution and delivery of this Agreement and documents referred to

here, nor the incurring of the obligations set forth here, nor the consummation of the transactions here contemplated, nor compliance with the terms of this Agreement and the documents referred to here conflict with or result in the material breach of any terms, conditions, or provisions of, or constitute a default under any bond, note, or other evidence of indebtedness, or any contract, indenture, mortgage, deed of trust, loan, partnership agreement, lease, or other agreements or instruments to which CDA is a party or affecting the Property.

- c. There is no litigation, claim, or arbitration, pending or threatened, with regard to the Property or its use or operation. No attachments, execution proceedings, assignments for the benefit of creditors, insolvency, bankruptcy, reorganization, or other proceedings are pending or, to the best of CDA's knowledge, threatened against CDA, nor are any such proceedings contemplated by CDA.
- d. CDA has not entered into any other contracts for the sale of the Property, nor are there any rights of first refusal or options to purchase the Property.
- e. CDA is not a "foreign person" as that term is defined in 26 U.S.C. § 1445.

14. As Is Where Is. The conveyance of the Property hereunder shall be subject to the disclaimers, waivers and releases set forth in this Section 14, all of which shall survive Closing or any earlier termination of this Agreement.

- a. CTUIR acknowledges and agrees for itself and its successors and assigns (i) that it has inspected and is thoroughly familiar with the Property and its physical aspects and is acquiring the Property in its "AS IS, WHERE IS, with all faults" condition, (ii) that CTUIR has been given a reasonable opportunity to inspect and to investigate the Property either independently or through agents of CTUIR's choosing, (iii) that CTUIR assumes the responsibility and risks of all, and CDA will not be liable for any, defects to and conditions in or on the Property, including, without limitation defects and conditions that cannot be observed by inspection and environmental defects and conditions, (iv) that CDA has not made and makes no representations or warranties of any kind with respect to acreage or the condition of the Property or its fitness, suitability or acceptability for any particular use or purpose, and CTUIR is responsible for evaluating whether the Property is suitable for CTUIR's intended purpose and any and all environmental, land use, regulatory and other constraints relating to the use of the Property, (v) that CDA shall not be liable for any latent or patent defects affecting the Property, (vi) that, subject to Section 15 below, access is not guaranteed by CDA and CTUIR is responsible for determining access to each and any parcel comprising the Property, including, contacting any responsible government agencies regarding access permits, restrictions or existing hazards, (vii) that mineral rights will not be included if not currently owned by CDA, (viii) that CDA will have no obligation to repair or make any improvements to the condition of the Property prior to Closing, and (ix) that, subject to Sections 15 and 16 below, CTUIR is responsible for determining the availability of water rights, as well as sewer, electrical, gas, or other utility services.

- b. Without limiting the generality of the foregoing, CDA HEREBY EXPRESSLY DISCLAIMS AND NEGATES ANY REPRESENTATIONS OR WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, RELATING TO THE CONDITION, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OF THE PROPERTY, INCLUDING WITHOUT LIMITATION ANY WARRANTY RELATING TO THE CONDITION OF THE PROPERTY, ITS SUITABILITY FOR CTUIR'S PURPOSES OR THE STATUS OF THE PROPERTY'S MAINTENANCE OR OPERATION. CDA DOES NOT MAKE ANY REPRESENTATIONS OR WARRANTIES THAT THE PROPERTY MAY BE USED FOR ANY PURPOSE WHATSOEVER.
 - c. Upon the Closing, CTUIR releases CDA and its trustees, beneficiaries, officers, directors, employees, board members, agents, and representatives, from and forever waives any and all claims, demands, causes of action (including without limitation causes of action in tort, contract or statute), losses, damages, liabilities, costs and expenses (including attorneys' fees and court costs) of any and every kind or character, known or unknown, arising out of the physical condition of the Property, including without limitation any environmental condition in, on, under or about the Property.
- 15. **Access and Utilities.** Prior to and following Closing, CDA agrees to cooperate with CTUIR to (a) ensure that CTUIR, its employees, Tribal members, tenants and agents, have use of all roads within the CDA Retained Property under the jurisdiction of CDA for management, use and security of the Property pursuant to easements negotiated by and acceptable to CTUIR and CDA, and (b) ensure that CTUIR and its tenants have access to utilities on the same basis as tenants of industrial and agricultural lands within CDA Retained Property pursuant to easements negotiated by and acceptable to CDA and CTUIR. This Section 15 shall survive the Closing.
- 16. **Ground Water.** CDA agrees to allocate to CTUIR up to 0.3 cfs (approximately 134.4 gpm) from groundwater rights held by CDA to meet the needs of CTUIR for wildlife habitat and a visitor's center on the Property, subject to the following: (a) CDA makes no representation that it owns groundwater rights that are subject to transfer and can be transferred to CTUIR under Oregon law; and (b) all costs to transfer CDA's groundwater rights to CTUIR and to appropriate any groundwater transferred to CTUIR, including but not limited to the construction of a new well(s) and perfection of any transfer order, shall be borne entirely by CTUIR. This Section 16 shall survive the Closing.
- 17. **CTUIR's Representations and Warranties.** In addition to any express agreements of CTUIR contained in this Agreement, the following constitute representations and warranties of CTUIR to CDA. All CTUIR's Warranties and CDA's right to assert a breach of them, shall survive execution of this Agreement, the closing, and the execution and delivery of the closing documents for a period of one (1) year. CTUIR warrants and represents to CDA that, as of the Effective Date and the Closing Date, the following matters are true and correct:
 - a. CTUIR has the legal power, right, and authority to enter into this Agreement and

the instruments referred to here and to consummate the transactions contemplated here.

- b. All requisite action has been taken by CTUIR in connection with entering into this Agreement and the instruments referred to here and the consummation of the transactions contemplated here. No further consent of any of CTUIR's members, of any creditor, judicial or administrative body or other governmental authority is required.
 - c. The persons executing this Agreement and the instruments referred to here on behalf of CTUIR have the legal power, right and actual authority to bind CTUIR to the terms and conditions of this Agreement.
 - d. Neither the execution and delivery of this Agreement and documents referred to here, nor the incurring of the obligations set forth here, nor the consummation of the transactions contemplated, nor compliance with the terms of this Agreement and the documents referred to here conflicts with or results in the material breach of any terms, conditions, or provisions of or constitute a default under any bond, note, or other evidence of indebtedness, or any contract, indenture, mortgage, deed of trust, loan, partnership agreement, lease, or other agreements or instruments to which CTUIR is a party.
 - e. CTUIR acknowledges and agrees that CTUIR is solely responsible for performing its due diligence with respect to the acquisition of the Property, including, without limitation determining the boundary lines and corners of the Property and that CDA and CDA's representatives have not made any representations or warranties with respect to the same. By purchasing the Property CTUIR acknowledges that it is fully satisfied with the results of its due diligence.
- 18. Indemnity.** Each party (the "Indemnitor") agrees to indemnify and hold harmless the other party (the "Indemnitee") from and against any and all claims, losses, liabilities, and expenses (including reasonable attorneys' fees at trial and on any appeal or review) incurred by the Indemnitee and arising out of any breach of any representation or warranty of the Indemnitor contained in this Agreement, provided that (a) notice of such breach is given in writing not later than six (6) months following the Closing Date; (b) no party will have any liability with respect any breach of a representation or warranty if, prior to the Closing, the party alleging the breach had or obtained knowledge of it, including, without limitation, as a result of CTUIR's due diligence or the inclusion of information in a written disclosure by CDA to CTUIR or in any document provided or reviewed by CTUIR, and the party alleging the breach nevertheless consummates the transaction contemplated by this Agreement; and (c) neither party will be liable to the other on account of any breach of any representation or warranty in the aggregate in excess of \$100,000.00. CTUIR shall indemnify, defend and hold CDA harmless from and against any claim by a third party or any fines, penalties or clean-up obligations under any applicable laws arising in any manner out of the operations or activities on the Property following Closing of CTUIR or any other party.

19. **Closing Period Easements.** During the Period between the Effective Date and the Closing Date, CDA shall not enter into any new agreements which would have a materially adverse effect on CTUIR's use and enjoyment of the Property following closing without first obtaining the consent of CTUIR; provided, however, that CDA may enter into utility easement agreement(s), survey and record the same at no expense to CTUIR, pursuant to or in connection with that certain Memorandum of Agreement between CDA, the Umatilla Electric Cooperative, and the United States of America acting by and through the National Guard Bureau dated December 20, 2022, a copy of which has been provided to CTUIR (the "Pre-Closing Utility Easements").
20. **Assignment; Recording.** This Agreement will not be assigned, encumbered or otherwise transferred by CTUIR without the prior written consent of CDA and neither this Agreement nor any memorandum thereof shall be recorded in any county land record or other office where public records are maintained.
21. **Binding Effect.** This Agreement is binding on and will inure to the benefit of CDA, CTUIR and their respective heirs, legal representatives, successors and permitted assigns.
22. **Remedies.** Time is of the essence regarding this Agreement. If CTUIR, without legal excuse, materially defaults under this Agreement before the close of business on the Closing Date, CDA will be entitled to terminate this Agreement by written notice to CTUIR and the Closing Agent and may seek any other remedies available under applicable law. If CDA, without legal excuse, fails to fulfill its obligations under this Agreement before the close of business on the Closing Date, CTUIR may seek a remedy against CDA for specific performance of this Agreement. This is the exclusive remedy of CTUIR. Other than the recovery of attorney fees, costs and expenses authorized under Section 24 of this Agreement, CTUIR expressly waives any right to seek damages or any other remedies other than those just listed.
23. **Notice.** All notices and communications in connection with this Agreement shall be given in writing and shall be transmitted by certified or registered mail, return receipt requested, to the appropriate party at the address first set forth above. Any notice so transmitted shall be deemed effective on the date three days after it is placed in the United States mail, postage prepaid, with the exception that if a copy of the notice is also hand-delivered to the other party before the elapse of three days, the notice shall be deemed to have taken effect at the time the copy was hand-delivered. Either party may, by written notice, designate a different address for purposes of this Agreement.
24. **Attorney Fees.** If a party to this Agreement brings any action or suit against another party to this Agreement by reason of any breach of any of the covenants, agreements, or provisions on the part of the other party arising out of this Agreement, then the prevailing party shall be entitled to have and recover from the other party all costs and expenses of the action or suit, including actual attorney fees, at trial and on appeal.
25. **Counterparts; Electronic Copies.** This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Execution of this Agreement by the parties hereto

may be evidenced by the transmission of electronic copies (including copies executed by .PDF or DocuSign), which shall have the same effect as an original.

26. **Severability.** Each provision of this Agreement is severable from any and all other provisions of this Agreement. Should any provision(s) of this Agreement be for any reason unenforceable, the balance shall nonetheless be of full force and effect.
27. **Entire Agreement.** This Agreement sets forth the entire understanding of the parties with respect to the acquisition and conveyance of the Property. This Agreement supersedes any and all prior negotiations, discussions, agreements and understandings between the parties, provided that those portions of the MOA intended to address post-Closing matters shall continue as provided therein. This Agreement may not be modified or amended except by a written agreement executed by both parties.
28. **Acceptance.** This Agreement shall be null and void unless accepted by CDA, as indicated by CDA's execution of it, on or before the fifth business day following CTUIR's execution thereof.
29. **Sovereign Immunity.** CTUIR agrees to a limited waiver of its immunity from suit under the following terms and conditions: 1) the claim is brought by CDA ; and 2) the claim or claims relate to an obligation under this Agreement or any ancillary agreement entered into by CTUIR and CDA in connection with this Agreement, including but not limited to the Deed and any easement agreement.
30. **Enforcement of Agreement, Venue and Choice of Law.** CTUIR and CDA expressly consents that any and all disputes or enforcement actions arising out of or in any way connected to this Agreement and all documents involved in this sale shall be filed, heard and decided in the judicial courts of the State of Oregon. This Agreement shall be construed, applied and enforced in accordance with the laws of the State of Oregon. The parties further agree that the courts of any Indian Tribe, whether federally recognized or otherwise, shall not be utilized to resolve or adjudicate any action or dispute arising out of the terms, performance, enforcement, or breach of this Agreement.
31. **Force Majure.** The parties shall be free from any liability to one another for delays in delivery or failure to perform due to the failure, fault, or bankruptcy of a third party, acts of God, acts of default of any carrier, acts of any governmental authority, terrorism, suspension of any shipping facility, wars, riots, revolutions, strikes and other labor disputes, port congestion, fires, floods, perils of the sea, sabotage, nuclear incidents, earthquakes, storms, epidemics, pandemics and resulting governmental lockdowns or quarantines or any other contingency of any similar nature beyond the control of either party. The foregoing shall apply even though any of such causes exist as of the date of this Agreement or occurs after performance is delayed for other causes. Notwithstanding the foregoing, nothing in this Section 31 will excuse either party's payment obligations hereunder.
32. **Saturday, Sunday and Legal Holidays.** If the time for performance of any of the terms, conditions and provisions hereof shall fall on a Saturday, Sunday or legal holiday, then the

time of such performance shall be extended to the next business day thereafter

- 33. Statutory Disclosure.** THE PROPERTY DESCRIBED IN THIS INSTRUMENT MAY NOT BE WITHIN A FIRE PROTECTION DISTRICT PROTECTING STRUCTURES. THE PROPERTY IS SUBJECT TO LAND USE LAWS AND REGULATIONS THAT, IN FARM OR FOREST ZONES, MAY NOT AUTHORIZE CONSTRUCTION OR SITING OF A RESIDENCE AND THAT LIMIT LAWSUITS AGAINST FARMING OR FOREST PRACTICES, AS DEFINED IN ORS 30.930, IN ALL ZONES. BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON TRANSFERRING FEE TITLE SHOULD INQUIRE ABOUT THE PERSON'S RIGHTS, IF ANY, UNDER ORS 195.300, 195.301 AND 195.305 TO 195.336 AND SECTIONS 5 TO 11, CHAPTER 424, OREGON LAWS 2007, AND SECTIONS 2 TO 9 AND 17, CHAPTER 855, OREGON LAWS 2009, AND SECTIONS 2 TO 7, CHAPTER 8, OREGON LAWS 2010. BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON ACQUIRING FEE TITLE TO THE PROPERTY SHOULD CHECK WITH THE APPROPRIATE CITY OR COUNTY PLANNING DEPARTMENT TO VERIFY THAT THE UNIT OF LAND BEING TRANSFERRED IS A LAWFULLY ESTABLISHED LOT OR PARCEL, AS DEFINED IN ORS 92.010 OR 215.010, TO VERIFY THE APPROVED USES OF THE LOT OR PARCEL, TO VERIFY THE EXISTENCE OF FIRE PROTECTION FOR STRUCTURES AND TO INQUIRE ABOUT THE RIGHTS OF NEIGHBORING PROPERTY OWNERS, IF ANY, UNDER ORS 195.300, 195.301 AND 195.305 TO 195.336 AND SECTIONS 5 TO 11, CHAPTER 424, OREGON LAWS 2007, AND SECTIONS 2 TO 9 AND 17, CHAPTER 855, OREGON LAWS 2009, AND SECTIONS 2 TO 7, CHAPTER 8, OREGON LAWS 2010.
- 34. Effective Date.** The effective date of this Agreement is the date the final signature is affixed below.

[Signatures follow]

IN WITNESS WHEREOF, CDA and CTUIR have executed this Agreement effective as of the last date written below.

**CDA:
COLUMBIA DEVELOPMENT AUTHORITY**

Greg Smith,
Executive Director

Date

**CTUIR:
CONFEDERATED TRIBES OF THE UMATILLA INDIAN RESERVATION**

N. Kathryn Brigham, Chair
Board of Trustees

Date

EXHIBIT A
DEPICTION OF THE PROPERTY

[Attached]

EXHIBIT B

MEMORANDUM OF AGREEMENT

[Attached]

EXHIBIT C
DEPICTION OF THE FIVE LOTS OF RECORD

EXHIBIT D
FORM OF DEED

[Attached]

After recording return to:
Confederated Tribes of the Umatilla
Indian Reservation
46411 Timine Way
Pendleton, OR 97801

Until a change is requested, all tax statements
shall be sent to the following address:

Same as above.

STATUTORY BARGAIN AND SALE DEED

COLUMBIA DEVELOPMENT AUTHORITY, an Oregon intergovernmental entity organized and existing as provided by the terms and provisions of an intergovernmental agreement dated May 15, 1995, as amended, between the County of Morrow and the County of Umatilla, both political subdivisions of the State of Oregon, the Port of Morrow and the Port of Umatilla, both port districts and municipal corporations of the State of Oregon, and the Confederated Tribes of the Umatilla Indian Reservation, a federally recognized Indian tribe (“Grantor”), with an address of Two Marine Drive, P.O. Box 200, Boardman, Oregon 97818, conveys to CONFEDERATED TRIBES OF THE UMATILLA INDIAN RESERVATION, a federally recognized Indian tribe (“Grantee”), with an address of 46411 Timine Way Pendleton, OR 97801, the real property described on the attached Exhibit A (the “Property”).

Other property or value was either part or the whole consideration for this conveyance.

This conveyance is made by Grantor and accepted by Grantee subject to the following reservation(s):

1. **Access Easement Reservation.** Grantor hereby reserves unto itself and its licensees, successors and assigns a perpetual, non-exclusive easement (the “Access Easements”) in, to, over, under and across the portions of the Property described and shown on the survey maps attached hereto as Exhibit “B” (the “Access Easement Areas”). The Access Easements (which shall forever be appurtenant to and benefit the lands of Grantor located adjacent to and in the vicinity of the Property - owned by Grantor now or in the future - and run with such Grantor lands) may be used by Grantor and its licensees, successors and assigns for the purposes of (a) commercial and non-commercial ingress and egress across, and construction, reconstruction or maintenance of, any roads (“Roads”), now existing or hereafter constructed in the Access Easement Areas, and any other purpose ancillary to the same; and (b) constructing, maintaining, operating, repairing, renewing, reconstructing and using railroad trackage and related improvements, and to use and occupy the Access Easement Areas for any other purposes ancillary thereto (“Railway Use”). Grantor may, without the consent of Grantee, lease, assign, encumber, license, or transfer, in or whole in part, its interest in the Access Easements to any third party. Each party, including (without limitation) the Grantor and Grantee and their respective successors and assigns using any portion of the Roads shall repair, or cause to be repaired, at its sole cost and expense, the damage to the Roads occasioned by it which is in excess of that which it would cause through normal and

prudent usage of said Roads. Should inordinate damage to the Roads occur which is not caused by Grantor, Grantee or their respective successors and assigns, Grantor and Grantee shall meet to agree upon the cost of repair, the party to undertake the repair, and the shares of repair cost to be borne by each party (as applicable). If the parties are unable to agree upon such cost sharing, the same shall be determined in accordance with applicable law. Grantor shall pay for, or caused to be paid, the costs of all materials and labor associated with Grantor's Railway Use of the Access Easement Areas.

2. **Utility Easement Reservation.** Grantor hereby reserves unto itself and its licensees, successors and assigns a perpetual, non-exclusive easement in, to, over, under and across the portions of the Property described and shown on the survey maps attached hereto as Exhibit "C" (the "Utility Easement Areas") for purposes of constructing, maintaining, operating, repairing, renewing, reconstructing and using natural gas pipelines and systems, water and sewer pipeline and systems, electrical power systems, communications facilities, and any other utility related improvements and systems (collectively, "Utility Facilities"), and for any other purposes ancillary thereto (the "Reserved Utility Easements"). Grantor's rights under this Reserved Utility Easement include the right to inspect and make repairs, changes, alterations, improvements, removals from, substitutions and additions to the Utility Facilities as Grantor may from time to time deem advisable, including but not limited to the right to cut, trim and control the growth of trees, shrubbery and vegetation located within the Utility Easement Areas; to fell or trim any trees or brush located on the Utility Easement Areas which may pose a hazard to the operation of the Utility Facilities. Grantor may, without the consent of Grantee, lease, assign, encumber, license, or transfer, in or whole in part, its interest in the Reserved Utility Easements to any third party. Grantor shall pay for, or caused to be paid, the costs of all materials and labor associated with Grantor's use of the Utility Easement Areas and shall not permit any mechanics' or materialmen's liens of any kind or nature to be enforced against the Utility Easement Areas for any work done or materials furnished in connection with Grantor's use of the Utility Easement Areas.

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

Dated: _____, 20__ (the “Effective Date”)

[Signature page follows]

Grantor has executed this Statutory Bargain and Sale Deed effective as of the Effective Date.

Grantor:

COLUMBIA DEVELOPMENT AUTHORITY, an Oregon intergovernmental entity organized and existing as provided by the terms and provisions of an intergovernmental agreement dated May 15, 1995, as amended, between the County of Morrow and the County of Umatilla, both political subdivisions of the State of Oregon, the Port of Morrow and the Port of Umatilla, both port districts and municipal corporations of the State of Oregon, and the Confederated Tribes of the Umatilla Indian Reservation, a federally recognized Indian tribe

Gregory Smith, Executive Director

State of Oregon)
) ss.
County of _____)

This instrument was acknowledged before me on _____ by Gregory Smith as Executive Director of the Columbia Development Authority, an Oregon intergovernmental entity.

Notary Public for Oregon
Commission No.: _____
My Commission Expires: _____

Exhibit “A”

[Property description to be inserted from Survey.]

Exhibit “B”

[Access Easement Areas description/depiction]

Exhibit “C”

[Utility Easement Areas description/depiction]

EXHIBIT E

UNRECORDED AGREEMENTS

1. Programmatic Agreement dated December 2013, by and among CDA, Army, the Oregon State Historic Preservation Office, and the Advisory Council on Historic Preservation, as amended by a First Amendment to Programmatic Agreement dated as of November 1, 2021.
2. [*Remainder to be inserted prior to signing.*]

EXHIBIT F

FORM OF ASSIGNMENT AND ASSUMPTION AGREEMENT

[Attached]

ASSIGNMENT AND ASSUMPTION AGREEMENT

This Assignment and Assumption Agreement (this “**Agreement**”), dated as of _____, 202_, is by and between COLUMBIA DEVELOPMENT AUTHORITY, an Oregon intergovernmental entity organized and existing as provided by the terms and provisions of an intergovernmental agreement dated May 15, 1995, as amended, between the County of Morrow and the County of Umatilla, both political subdivisions of the State of Oregon, the Port of Morrow and the Port of Umatilla, both port districts and municipal corporations of the State of Oregon, and the Confederated Tribes of the Umatilla Indian Reservation, a federally recognized Indian tribe (“**Assignor**”), and CONFEDERATED TRIBES OF THE UMATILLA INDIAN RESERVATION, a federally recognized Indian tribe (“**Assignee**”).

Assignor and Assignee have entered into that certain Real Estate Contract for Sale dated as of _____, 2023, by and between Assignor, as seller, and Assignee, as buyer (as it may have been amended, the “**Purchase Agreement**”). All capitalized terms used in this Agreement but not otherwise defined herein are given the meanings set forth in the Purchase Agreement.

For good and valuable consideration as recited in the Purchase Agreement, the receipt and adequacy of which are hereby acknowledged, Assignor and Assignee agree as follows:

1. Assignment. Effective at 12:01 a.m. Pacific Time on the Closing Date, Assignor, to the extent of its interest therein, hereby sells, assigns, transfers and conveys to Assignee, to the extent assignable, all of Assignor’s right, title and interest in, to and under the Unrecorded Agreements (the “**Assigned Documents**”) described in the Purchase Agreement (the “**Assignment**”).

2. Assumption. Effective at 12:01 a.m. Pacific Time on the Closing Date, Assignee hereby purchases, acquires and accepts the foregoing Assignment, and Assignee further hereby assumes and agrees to pay, honor and discharge when due all obligations and liabilities arising under the Assigned Documents.

3. Indemnity. Assignee hereby agrees to defend, indemnify, and hold Assignor harmless from and against any and all claims, costs, losses, liabilities, damages, obligations and expenses (including, without limitation, reasonable attorneys’ fees and costs) arising from or relating to any act or omission of Assignee or default by Assignee under the Assumed Documents on or after the Closing Date.

4. Enforcement of Agreement, Venue and Choice of Law. Assignor and Assignee expressly consents that any and all disputes or enforcement actions arising out of or in any way connected to this Agreement and all documents involved in this sale shall be filed, heard and decided in the judicial courts of the State of Oregon. This Agreement shall be construed, applied and enforced in accordance with the laws of the State of Oregon. The parties further agree that the courts of any Indian Tribe, whether federally recognized or otherwise, shall not be utilized to

resolve or adjudicate any action or dispute arising out of the terms, enforcement, or breach of this Agreement.

5. Counterparts; Electronic Signatures. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original and all such counterparts taken together shall constitute one and the same instrument. Execution of this Agreement by the parties hereto may be evidenced by the transmission of electronic copies (including copies executed by *.pdf* or DocuSign), which shall have the same effect as an original.

6. Further Assurances. Each of the parties hereto shall execute and deliver such additional assignments, documents, instruments, conveyances and assurances and take such further actions as may be reasonably required to carry out the provisions of this Agreement and give effect to the assignment and assumption contemplated hereby.

7. General. This Agreement shall be binding upon and shall inure to the benefit of the parties and their respective successors and assigns. This Agreement is not intended to confer upon any person other than the parties hereto any rights or remedies hereunder.

Each of Assignor and Assignee has caused this Agreement to be executed by its duly authorized representative with the intent that it be effective as of the date set forth above.

ASSIGNOR:

Columbia Development Authority

Gregory Smith,
Executive Director

ASSIGNEE:

Confederated Tribes of the Umatilla Indian Reservation

N. Kathryn Brigham, Chair
Board of Trustees

Exhibit “A”

Assigned Documents

[Insert list from Exhibit C to the Purchase Agreement]