

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

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

WITNESSETH THAT:

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

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

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

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

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

#### Temporary Water Pipeline Easement and Temporary Water Rights Reservation:

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

#### Perpetual Road Easements:

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

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

#### Temporary Road Easements:

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

#### Perpetual Railroad Easements:

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

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

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

#### Perpetual Electrical Power Transmission Line Easements:

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

#### Temporary Electrical Power Transmission Line Easements:

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

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

#### Perpetual Telecommunication Line Easements:

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

#### Temporary Telecommunication Line Easements:

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

#### Safety Easements:

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

#### Noise Emission Easement:

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

#### Height Restriction Easement:

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

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

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

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

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

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

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

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

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

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

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

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

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



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

### **3. HOLD HARMLESS**

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

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

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

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

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

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

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

## **5. ENVIRONMENTAL PROTECTION PROVISIONS**

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

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

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

## **7. NO WAIVER**

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

## **8. NON-DISCRIMINATION**

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

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

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

## **10. REINVESTMENT COVENANT**

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

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

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

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

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

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

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

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

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

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

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

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

UNITED STATES OF AMERICA

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

ACKNOWLEDGEMENT

STATE OF TEXAS     )  
  ) ss:  
COUNTY OF COLLIN )

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

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

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

ACCEPTANCE BY GRANTEE

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

Columbia Development Authority

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

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

STATE OF OREGON

)

) ss:

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

)

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

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

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

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

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