



**Agenda**  
**Tuesday, August 22, 2023**  
**1pm**  
**Columbia Development Authority**  
**Board Meeting**  
**Port of Morrow – Great Room**

Note: Please join us in person or by Zoom

**Welcome and Greetings from Chairman Kim Puzey**

**Introductions**

**CDA Board Members:**

- Chairman, Kim Puzey, Port of Umatilla
- Vice Chair, Lisa Mittelsdorf, Port of Morrow
- John Shafer, Umatilla County
- Don Sampson, CTUIR
- Jeff Wenholz, Morrow County
- Alternate Umatilla County Dan Dorran, Alternate Port of Umatilla Robert Blanc, Alternate Port of Morrow Joe Taylor, Alternate CTUIR Kat Brigham, Alternate Morrow County David Sykes

**CDA Staff:** Greg Smith, CDA Director, Debbie Pedro, CDA Assistant and Emily Collins Project Coordinator

**Guests Introductions** and members of the press:

**Consent Agenda**

1. Approve CDA Board Meeting Minutes July 25,2023
2. Approve the CDA- BEO July 2023 Statement Balance \$31,787.13 and QuickBooks reports Balance Sheet, and P/L ending balance of \$31,787.13
3. Port of Morrow Report on Grant Expenditures through July 2023

**Action Items:**

1. Annexation Boardman Fire and Rescue MOU
2. Annexation Process for Umatilla County Fire District #1
3. Policy Insurance
4. Credit Card for Checking Acct
5. Road Design Contract
6. PSA CDA and CTUIR
7. Criteria for Project Proposals

**Old Business:**

1. UEC Easements Tracts 7-10



## New Business

1. Message from the Chairman
2. MASTER and STRATEGIC PLAN PROGRESS Director Smith and Engineer of Record Fred Ziari
3. Economic Development Updates by CDA Members

Other:

Public Comment Period:

## Adjourn

## Executive Session

**Note:** If an item is to move to an Executive Session the board chairman will make the recommendation at this time.

*An Executive Session will be held to consider information or records that are exempt by law from public inspection, including attorney-client privileged information or records, and to conduct deliberations with persons designated by the Board to negotiate real property transactions. The executive session is being held pursuant to ORS 192.660(2)(e) and ORS 192.660(2)(f). Further pursuant to ORS 192.660(2)(f), a public body "has the authority to meet in executive session to obtain other professional legal services from its legal counsel." Or. Dept of Justice, Attorney General's Public Records and Meetings Manual 2019: Public Meetings, Voting § (E)(1)(h) ORS 192.660 subsection 5 When a governing body convenes an executive session under subsection (2)(h) of this section relating to conferring with counsel on current litigation or litigation likely to be filed, the governing body shall bar any member of the news media from attending the executive session if the member of the news media is a party to the litigation or is an employee, agent or contractor of a news media organization that is a party to the litigation.*

## Return to Regular Session

## Adjourn

Join Zoom Meeting

<https://us02web.zoom.us/j/84034775464?pwd=aDRaTlVSZXZkdzUrbFhHZDRvazA1Zz09>

Meeting ID: 840 3477 5464

Passcode: 039461

One tap mobile

+12532158782,,84034775464#,,,,\*039461# US (Tacoma)

+13462487799,,84034775464#,,,,\*039461# US (Houston)

Dial by your location

+1 253 215 8782 US (Tacoma)

+1 301 715 8592 US (Washington DC)

Meeting ID: 840 3477 5464

Passcode: 039461

Find your local number: <https://us02web.zoom.us/j/kcbsgcSpW4>



**Tuesday, July 25, 2023**  
**2:30pm**  
**Columbia Development Authority**  
**MINUTES**  
**Location: Hermiston City Hall**

**Welcome and Greetings from Chairman Kim Puzey**

**Introductions**

**CDA Board Members:**

- Chairman, Kim Puzey, Port of Umatilla
- Vice Chair, Lisa Mittelsdorf, Port of Morrow
- John Shafer, Umatilla County
- Don Sampson, CTUIR
- Jeff Wenzholz, Morrow County
- Alternate Umatilla County Dan Dorran, Alternate Port of Umatilla Robert Blanc, Alternate Port of Morrow Joe Taylor, Alternate Morrow County David Sykes

**CDA Staff:** Greg Smith, CDA Director, Debbie Pedro, CDA Assistant and Emily Collins, Project Coordinator.

**Guests Introductions** and members of the press: Gibb Evens, Dan Hester, Elizabeth Howard, Tamra Mabbott, Kelly Doherty, Michele Lanigan, Nate Rivera, Josh Burns, Mark Morgan, Ryan DeGrofft, Shannon Souza, Bob Waldher, Brad Baird, Jay Marlow, Bill Saporito, JR Cook, Craig Colman,

**Consent Agenda**

1. **Approve CDA Board Meeting Minutes June, 2023** A Motion to approve the minutes was made by Ms. Mittelsdorf to approve the Minutes of June 27<sup>th</sup>, 2023; second by Mr. Sampson, Motion Carries.
2. **Approve the CDA- BEO June 2023 Statement and QuickBooks, Balance Sheet, and P/L ending balance of 60,595.24.** A Motion to approve the CDA Financials was made by Mr. Sampson: second by Mr. Shafer, Motion Carries.
3. **Port of Morrow Report on Grant Expenditures through June 2023** A Motion to approve the Grant Expenditures through June 2023 was made by Mr. Wenzholz; second by Ms. Mittelsdorf, Motion Carries.



## Action Items:

1. **MOU Annexation Umatilla County Fire District #1.** The board asked CDA to have legal counsel review the document and the agreement is satisfactory. This agreement spells out the services that will be provided along with the cost associated with the service. A Motion to approve the MOU Annexation between the CDA and Umatilla County Fire District #1, with a modification after taxable property or only id property is accessed. Was made by Ms. Mittelsdorf; the second by Mr. Shafer, Motion Carries.
  - The additional cost for Annexation in Umatilla County tax rate and bond rate will vary. The Morrow Co side will need to be annexed into the county, taxed at the most 12.997 per 1000 assessed value. Mr. Taylor expressed that there may be some buildings they may be valuable. A tour with Mr. Taylor of those buildings before the next board meeting.
  - Road Maintenance Discussion on who will own and maintain the roads at the depot? Umatilla County public works would possibly maintain the Umatilla Co. side roads.
2. **Policies – Conflict of Interest, Financial, Director Involvement, Insurance, Public Records, and Procurement Policies** are included, we can add more as needed. A Motion to approve the CDA Policies was made by Mr. Sampson with the correction and addition of an Insurance Policy (Josh Burns and Elizabeth Howard to prepare the policy); second by Mr. Shafer.
3. **RFP Update-IRZ** received one proposal, the committee is reviewing and scoring.
4. **Project Agreements-**The discussion of the projects discussed in was asked to be added to the master planning, invite the planners from both counties and have a work session. No decision was made on the projects.

**Cleaver Farms-**CDA executed a 4<sup>th</sup> amendment to the lease-option agreement. They will purchase the property after the PLA is complete. \$32,000.00 has been paid towards the agreed upon price of \$80,000. This is a joint project with CTUIR.

5. **UEC Tracts 1-6 Easements-**The easements alignment with our UEC MOA. CDA will record this week. The Easements are in your board packet. CDA attorney is currently reviewing easements, Tracts 7-10 and will be added to your next month CDA board packet.

## EXECUTIVE DIRECTOR COMMENTS:

### Old Business:

**Working together to determine costs in the future.** Director Smith Shared that the CDA paid Closing Fees, Bank Fees total is \$107,696.50 after paying over \$25,000 in insurance this month it is leaving the CDA with just over \$35,000 in our checking account. The annexation tax rate and bond rate will cost the CDA in both counties.



## Columbia Development Authority

Additionally East Gate update and security touchpad may be an option. Security may be advised as well. CDA will need to determine how future expenses, bank loan and future needs will be paid for, how will CDA create a revenue flow, as expenses will incur. There was no discussion.

### **New Business:**

#### **1. Lot Line Adjustments and Legal Lots, which were discovered after CDA acquired the land.**

#### **2. PSA between CDA and CTUIR-CDA**

We have been through two rounds of revisions. The draft is currently with CTUIR/Dan Hester.

- Discussion to whether CTUIR will cover up to \$30,000 of the costs that CDA is incurring in transactional legal fees, as well as CTUIR and the property line adjustment (“PLA”) in order to transfer the property to CTUIR.
- Discussion about how many tracts of land does CDA wants to obtain, there are 19 tracts on the Umatilla Co. side of the property. CDA has proposed to retain 3 tracts within the boundaries of the 4019-acre CTUIR at the completion of the PLA.
- The remaining tracts will be used to create the Cleaver Farm parcel, the Demil site, the wildlife area on CDA property (in Umatilla County), and 13 industrial lots within the industrial area on CDA property in Umatilla County. CTUIR suggested that they would like to obtain 7. There was no decision made.

#### **3. South Oregon Trail Site and the Igloo Explosion Site** construction estimate near \$750,000. We will need to construct a parking lot, viewing area that will allow for all 6-7 panels, picnic tables, boulders around the trail section and parking lot will be ADA approved. The explosion site area will need to be completely fenced in, per the PA Amendment.

#### **4. Map and Master Planning**

- Director Smith shared that his is a high priority. Utilities, Transportation, water injection, roads, a tremendous amount of work has been done on the master planning. This will include all the stakeholders, where we invite the public to share their thoughts.
- IRZ has created a living Map, this will be used from now on as we continue to work on the master planning this will be updated. Mr. Sampson and Ms. Mittelsdorf suggested that we get a master plan in place, potentially bring in someone to facilitate.

#### **5. Economic Development Updates by CDA Members**-there were none.

#### **6. Other:** Director Smith shared that CDA would be continuing to work of the master planning to share at the next CDA board meeting.

### **Director Update**

**Public Comment-** asked if Craig Coleman was still on the line as well as JR Cook, they were not. No comments were made.

**Adjourn 5:18pm**

**Executive Session** There was no executive session.



## Columbia Development Authority

**Note:** If an item is to move to an Executive Session the board chairman will make the recommendation at this time.

*An Executive Session will be held to consider information or records that are exempt by law from public inspection, including attorney-client privileged information or records, and to conduct deliberations with persons designated by the Board to negotiate real property transactions. The executive session is being held pursuant to ORS 192.660(2)(e) and ORS 192.660(2)(f). Further pursuant to ORS 192.660(2)(f), a public body "has the authority to meet in executive session to obtain other professional legal services from its legal counsel." Or. Dept of Justice, Attorney General's Public Records and Meetings Manual 2019: Public Meetings, Voting § (E)(1)(h) ORS 192.660 subsection 5 When a governing body convenes an executive session under subsection (2)(h) of this section relating to conferring with counsel on current litigation or litigation likely to be filed, the governing body shall bar any member of the news media from attending the executive session if the member of the news media is a party to the litigation or is an employee, agent or contractor of a news media organization that is a party to the litigation.*

Passcode: 039461

+ Join Zoom Meeting  
+[https://us02web.zoom.us/j/84034775464?](https://us02web.zoom.us/j/84034775464?pwd=aDRaTIVSYXZXdzUrbFhHZDRvazA1Zz09)  
  pwd=aDRaTIVSYXZXdzUrbFhHZDRvazA1Zz09  
+Meeting ID: 840 3477 5464  
+Passcode: 039461  
+One tap mobile  
++12532158782,,84034775464#,,,,\*039461# US  
  (Tacoma)  
++13462487799,,84034775464#,,,,\*039461# US  
  (Houston)  
+Dial by your location  
+   +1 253 215 8782 US (Tacoma)  
+       +1 301 715 8592 US (Washington DC)  
+Meeting ID: 840 3477 5464  
+Passcode: 039461  
+Find your local number: [https://](https://us02web.zoom.us/j/84034775464)  
  us02web.zoom.us/j/84034775464  
+

## Columbia Development Authority

## Profit &amp; Loss

January through July 2023

|                                 | Jan - Jul 23              |
|---------------------------------|---------------------------|
| Ordinary Income/Expense         |                           |
| Income                          |                           |
| Herrmiston Generating Lease/Dep | 10,925.00                 |
| Lease Walla Walla Foundry       | 11,250.00                 |
| Refund Income                   | 328.00                    |
| Total Income                    | 22,503.00                 |
| Gross Profit                    | 22,503.00                 |
| Expense                         |                           |
| Bank Service Charges            | 15,040.99                 |
| Electric Bill Depot             | 109.09                    |
| First American Title Company    | 87,696.50                 |
| Insurance Depot                 | 25,204.00                 |
| Insurance Expense               | 1,692.00                  |
| Meals and Entertainment         | 3,600.00                  |
| Total Expense                   | 133,342.58                |
| Net Ordinary Income             | -110,839.58               |
| Other Income/Expense            |                           |
| Other Income                    | 8,000.00                  |
| Sub-Lease Income                | 8,000.00                  |
| Total Other Income              | 8,000.00                  |
| Net Other Income                | 8,000.00                  |
| Net Income                      | <u><u>-102,839.58</u></u> |

Columbia Development Authority  
**Balance Sheet**  
As of August 17, 2023

|                                       | Aug 17, 23       |
|---------------------------------------|------------------|
| <b>ASSETS</b>                         |                  |
| Current Assets                        |                  |
| Checking/Savings                      |                  |
| CDA Checking Account-BEO              | 31,787.13        |
| Total Checking/Savings                | 31,787.13        |
| Total Current Assets                  | 31,787.13        |
| <b>TOTAL ASSETS</b>                   | <b>31,787.13</b> |
| <b>LIABILITIES &amp; EQUITY</b>       |                  |
| Equity                                |                  |
| Unrestricted Net Assets               | 134,626.71       |
| Net Income                            | -102,839.58      |
| Total Equity                          | 31,787.13        |
| <b>TOTAL LIABILITIES &amp; EQUITY</b> | <b>31,787.13</b> |

9:59 AM

08/17/23

**Columbia Development Authority**  
**Reconciliation Summary**  
CDA Checking Account-BEO, Period Ending 07/31/2023

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|                                   | Jul 31, 23       |
|-----------------------------------|------------------|
| Beginning Balance                 | 60,595.24        |
| Cleared Transactions              |                  |
| Checks and Payments - 3 items     | -28,808.11       |
| Total Cleared Transactions        | -28,808.11       |
| Cleared Balance                   | <b>31,787.13</b> |
| Register Balance as of 07/31/2023 | 31,787.13        |
| Ending Balance                    | 31,787.13        |

9:59 AM

08/17/23

**Columbia Development Authority**  
**Reconciliation Detail**  
CDA Checking Account-BEO, Period Ending 07/31/2023

| Type                                 | Date       | Num  | Name                    | Clr | Amount            | Balance          |
|--------------------------------------|------------|------|-------------------------|-----|-------------------|------------------|
| <b>Beginning Balance</b>             |            |      |                         |     |                   | 60,595.24        |
| <b>Cleared Transactions</b>          |            |      |                         |     |                   |                  |
| <b>Checks and Payments - 3 items</b> |            |      |                         |     |                   |                  |
| Check                                | 06/12/2023 | 2508 | SDIS Special Distric... | X   | -25,204.00        | -25,204.00       |
| Check                                | 07/12/2023 | 2510 | Rod McGire Paradis...   | X   | -3,600.00         | -28,804.00       |
| Check                                | 07/31/2023 | W/D  | Bank of Eastern Ore...  | X   | -4.11             | -28,808.11       |
| Total Checks and Payments            |            |      |                         |     | -28,808.11        | -28,808.11       |
| Total Cleared Transactions           |            |      |                         |     | -28,808.11        | -28,808.11       |
| Cleared Balance                      |            |      |                         |     | -28,808.11        | 31,787.13        |
| Register Balance as of 07/31/2023    |            |      |                         |     | -28,808.11        | 31,787.13        |
| <b>Ending Balance</b>                |            |      |                         |     | <b>-28,808.11</b> | <b>31,787.13</b> |

**Boardman Fire Rescue District**  
**Fire Protection Services**  
**Memorandum of Understanding**

This Fire Protection Services Memorandum of Understanding (this “Agreement”) is entered into as of the \_\_\_ day of August, 2023 (the “Effective Date”), by and between Boardman Fire Rescue District (“BRFD”) and the Columbia Development Authority, an Oregon intergovernmental entity, organized and existing as provided by the terms and provisions of an intergovernmental agreement entered into pursuant to the provisions of ORS 190.003 to ORS 190.085 and ORS 190.110 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 (“CDA”).

**RECITALS**

- A. WHEREAS CDA requires temporary fire protection services for its lands and improvements thereon from the Effective Date until such time as its lands are annexed into the BRFD fire protection area in order to maintain CDA’s property fire insurance coverage;
- B. WHEREAS the CDA Board of Directors approved at its Board meeting in April 25, 2023 to request annexation of CDA’s property located in Morrow County into the BRFD fire protection area and has sent correspondence to BRFD’s requesting such fire protection and emergency services until annexation;
- C. WHEREAS BRFD intends to annex CDA into its service district boundaries;
- D. WHEREAS ORS 190.010 and ORS 190.030 authorize the parties to enter into such an agreement for cooperative performance of any function or activity that a party has the authority to perform; and
- E. WHEREAS BRFD is willing to provide fire protection services from the Effective Date of this Agreement until annexation is complete, at no cost to CDA.

Subject to the terms and conditions of this Agreement, and in consideration of mutual covenants contained in this Agreement, and for other good and valuable consideration, the receipt and sufficiency are hereby acknowledged, BRFD and CDA hereby agree as follows:

**AGREEMENT**

**1. BRFD Duties and Parameters.**

- 1.1 BRFD will provide all fire protection and rescue services to all real property owned by CDA in Morrow County (the “CDA Property”), and improvements thereupon, beginning on the Effective Date and while annexation of the CDA Property is being

completed, recorded and comes into full force (the “Fire Protection Period”). During the Fire Protection Period, BRFD will respond to all fires, rescues, and hazardous material incidents and provide fire prevention services and paramedic ambulance services on and to the CDA Property at no cost to CDA.

1.2 BRFD will further provide fire marshal duties during the Fire Protection Period, which duties will include fire cause determination, recommendations, code review and enforcement, public education and consultation on CDA’s needs for fire protection at no cost to CDA.

1.3 Upon the conclusion of the Fire Protection Period and after annexation comes into full force, CDA will be taxed on the assessed value of taxable property located within the BRFD. Further, should there come to be taxable property within the CDA Property and the BRFD boundary, no assessment fees will be due from CDA until the 2024 assessment year.

**2. Term and Modification.** The term of this Agreement will commence upon the Effective Date. Either party may request an evaluation of or changes to this Agreement at any time by giving the other party 30 days’ written notice, whereupon the parties will promptly set a meeting to resolve any issues and, if necessary, enter an amendment to this Agreement. No amendment, change or modification of this Agreement will be valid unless in writing and signed by the parties hereto.

**3. Notices.** All notices and demands that either party serves upon the other party pursuant to this Agreement will be in writing and delivered by personal service, by email followed by mail delivery of the original of the notice, by overnight courier with proof of receipt, or by certified mail, return receipt requested and addressed as follows:

Columbia Development Authority  
Attn: Gregory Smith  
P.O. Box 200  
Boardman, OR 97818  
columbiadirector@gmail.com

BRFD  
Chief Michael Hughes  
300 Wilson Lane  
Boardman, OR 97818  
mhughes@boardmanfd.com

Service by mail will be deemed complete on the date of actual delivery or 3 business days after being sent by certified mail. Service by email will be deemed served upon confirmation of receipt of the email, followed by mail delivery.

**4. Choice of Law.** The laws of the state of Oregon will govern the validity of this Agreement, the construction of its terms and the interpretation of the rights and duties of the parties hereto.

**5. Arbitration.** Any disputes related to this agreement may, if the parties agree, be submitted to the award of an Arbitrator of the American Arbitration Association pursuant to the provisions of ORS 190.710 to ORS 190.800.

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/// /// ///

IN WITNESS WHEREOF the undersigned have executed this Agreement as of the Effective Date. The parties hereto agree that facsimile and electronic signatures shall be as effective as originals.

**Boardman Fire Rescue District**

By: \_\_\_\_\_  
Lisa Pratt, Board Chair  
Boardman Fire Rescue District

Date: \_\_\_\_\_

**Columbia Development Authority**

By: \_\_\_\_\_  
Greg Smith, Executive Director  
Columbia Development Authority

Date: \_\_\_\_\_



# Umatilla County Fire District#1

320 S. 1st Street  
Hermiston, OR 97838

541-567-8822 Bus |

[ucfd1.com](http://ucfd1.com)

541-564-6463 Fax | [fire.district@ucfd1.com](mailto:fire.district@ucfd1.com)

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## Umatilla County Fire District #1 Fire Protection Services Memorandum of Understanding

This Fire Protection Services Memorandum of Understanding (this “Agreement”) is entered into as of the \_\_\_ day of July, 2023 (the “Effective Date”), by and between Umatilla County Fire District #1 (“UCFD1”) and Columbia Development Authority, an Oregon intergovernmental entity, organized and existing as provided by the terms and provisions of an intergovernmental agreement entered into pursuant to the provisions of ORS 190.003 to ORS 190.085 and ORS 190.110 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 (“CDA”).

### RECITALS

- A. WHEREAS CDA requires temporary fire protection services for its lands and improvements thereon from the Effective Date until such time as its lands are annexed into the UCFD1 fire protection area in order to maintain CDA’s property fire insurance coverage;
- B. WHEREAS the CDA Board of Directors approved at its Board meeting in April 25, 2023 to request annexation of their properties located in Umatilla County into the UCFD1 fire protection area and has sent correspondence to UCFD1’s Board of Directors requesting such fire protection and emergency services until annexation;
- C. WHEREAS UCFD1 intends to annex CDA into the district within 90 days of the Effective Date of this Agreement;
- D. WHEREAS ORS 190.010 and ORS 190.030 authorize the parties to enter into such an agreement for cooperative performance of any function or activity that a party has the authority to perform; and
- E. WHEREAS UCFD1 is willing to provide fire protection services for a period of time not to exceed more than ninety (90) days from the Effective Date at no cost to CDA.

Subject to the terms and conditions of this Agreement, and in consideration of mutual covenants contained in this Agreement, and for other good and valuable consideration, the receipt and sufficiency are hereby acknowledged, UCFD1 and CDA hereby agree as follows:

## **AGREEMENT**

### **1. UCFD1 Duties and Parameters.**

- 1.1 UCFD1 will provide all fire protection and rescue services to all real property owned by CDA in Umatilla County (the “CDA Property”), and improvements thereupon, beginning on the Effective Date and while annexation of the CDA Property is being completed, recorded and comes into full force (the “Fire Protection Period”). During the Fire Protection Period, UCFD1 will respond to all fires, rescues, and hazardous material incidents on the CDA Property at no cost to CDA.
- 1.2 UCFD1 will further provide fire marshal duties during the Fire Protection Period, which duties will include fire cause determination, recommendations, code review and enforcement, public education and consultation on CDA’s needs for fire protection at no cost to CDA.
- 1.3 Upon the conclusion of the Fire Protection Period and after annexation comes into full force, CDA will be taxed on the assessed value of taxable property located within the UCFD1. Further, should there come to be taxable property within the CDA Property and the UCFD1 boundary, no assessment fees will be due from CDA until the 2024 assessment year.

**2. Fire Station Land Transfer.** CDA will transfer to UCFD1 two acres of land without cost to UCFD1, with the location of such acres to be selected by CDA, for a future fire station.

**3. Term and Modification.** The term of this Agreement will commence upon the Effective Date. Either party may request an evaluation of or changes to this Agreement at any time by giving the other party 30 days’ written notice, whereupon the parties will promptly set a meeting to resolve any issues and, if necessary, enter an amendment to this Agreement. No amendment, change or modification of this Agreement will be valid unless in writing and signed by the parties hereto.

**4. Notices.** All notices and demands that either party serves upon the other party pursuant to this Agreement will be in writing and delivered by personal service, by email followed by mail delivery of the original of the notice, by overnight courier with proof of receipt, or by certified mail, return receipt requested and addressed as follows:

Columbia Development Authority  
Attn: Gregory Smith  
P.O. Box 200  
Boardman, OR 97818  
columbiadirector@gmail.com

UCFD1:  
Ric Sherman, Board President  
320 S 1st Street  
Hermiston, OR 9783

Service by mail will be deemed complete on the date of actual delivery or 3 business days after being sent by certified mail. Service by email will be deemed served upon confirmation of receipt of the email, followed by mail delivery.

**5. Choice of Law.** The laws of the state of Oregon will govern the validity of this Agreement, the construction of its terms and the interpretation of the rights and duties of the parties hereto.

**6. Arbitration.** Any disputes related to this agreement may, if the parties agree, be submitted to the award of an Arbitrator of the American Arbitration Association pursuant to the provisions of ORS 190.710 to ORS 190.800.

IN WITNESS WHEREOF the undersigned have executed this Agreement as of the Effective Date. The parties hereto agree that facsimile and electronic signatures shall be as effective as originals.

**Umatilla County Fire District # 1**

By: \_\_\_\_\_  
Ric Sherman, Board President  
Umatilla County Fire District# 1

Date: \_\_\_\_\_

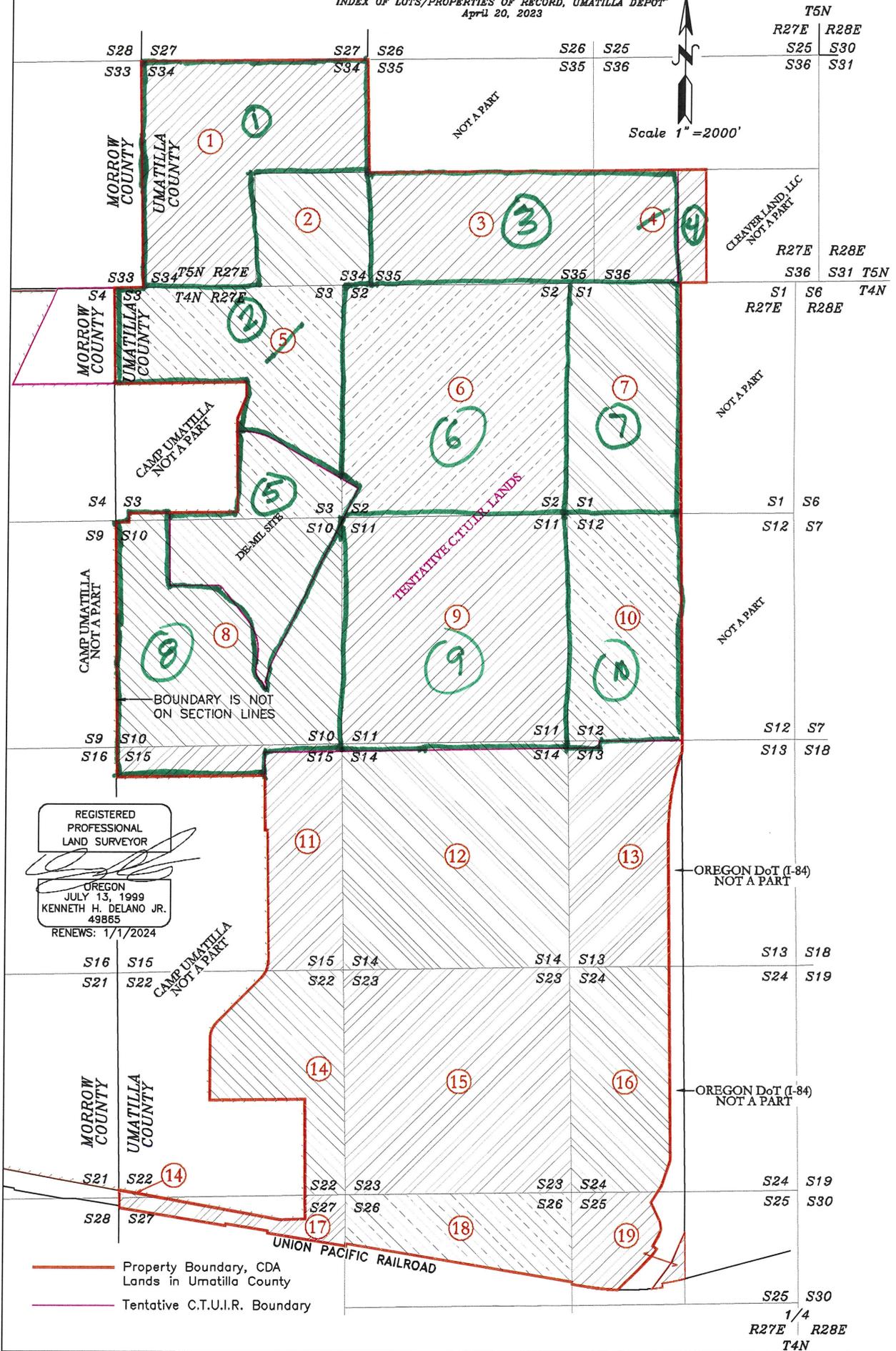
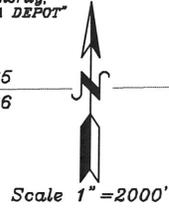
**Columbia Development Authority**

By:  \_\_\_\_\_  
Greg Smith, Executive Director  
Columbia Development Authority

Date: 7-31-2023

# 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



REGISTERED  
PROFESSIONAL  
LAND SURVEYOR

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

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

T5N  
R27E R28E  
S25 S30  
S36 S31

CLEAVER LAND LLC  
NOT A PART

R27E R28E  
S36 S31 T5N  
S1 S6  
R27E R28E  
T4N

NOT A PART

NOT A PART

OREGON DoT (I-84)  
NOT A PART

OREGON DoT (I-84)  
NOT A PART

S25 S30  
1/4  
R27E R28E  
T4N

## INSURANCE POLICY

Adopted

The CDA shall maintain commercial general liability insurance that evidences coverage in the amount of at least \$5mm per occurrence and \$25mm in the aggregate against any loss, damage or injury.

The CDA shall maintain commercial automobile liability insurance covering owned, hired and non-owned vehicles, which insurance shall evidence coverage with combined single limits of at least \$2mm.

The CDA shall require its tenants and contractors to i) carry level of liability insurance evidencing coverage appropriate for the value of the leased property and fixtures thereon or reflecting the work to be performed, respectively; ii) carry insurance that names CDA as an additional insured; and iii) ensure that their insurer will waive the right of subrogation against CDA's insurers.

The CDA shall require that professional engineers under contract with CDA will have insurance that evidences the following coverage:

- i) general liability insurance with a per occurrence limit of \$2 mm and aggregate of \$5mm; or, if lower limits, an umbrella policy of \$5mm.
- ii) professional coverage with \$3mm per claim and an aggregate of \$5 mm; or, if lower limits, an umbrella policy of \$5mm.
- iii) commercial automobile liability insurance covering owned, hired and non-owned vehicles, with combined single limits of at least \$2mm; or, if lower limits, an umbrella policy of \$5mm.

The CDA shall require that all professional engineers name CDA as an additional insured and wave any right of subrogation.

The CDA shall require that all policies of insurance contain endorsements that the insurer(s) shall give CDA at least 30 days advance written notice of any cancellation, termination, material change or lapse of insurance.

The CDA shall require that all tenants, contractors, and engineers maintain Workers' Compensation, disability benefits or similar insurance as required by the laws of the State of Oregon.



AFTER RECORDING, RETURN TO:

Umatilla Electric Cooperative  
P.O. Box 1148  
Hermiston, Oregon 97838

UEC REFERENCE: CDA Tract 7

### UTILITY EASEMENT

**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"), for good and valuable consideration, receipt of which is hereby acknowledged, grants to **Umatilla Electric Cooperative Association**, an Oregon cooperative, ("Grantee"), and to its licensees, successors or assigns, a perpetual, non-exclusive easement for the sole purpose of constructing, operating and maintaining electrical power systems and facilities, together with supporting communication facilities (collectively, "Electric Facilities"), on, across, over, or under a portion of the property described in Exhibit A ("Property"), which portion is described and depicted in Exhibit B ("Easement Area").

**Scope of Easement.** Grantee's rights under this Utility Easement include the right to inspect and make repairs, changes, alterations, improvements, removals from, substitutions and additions to the Electric Facilities as Grantee may from time to time deem necessary in its commercially reasonable discretion, including, by way of example and not by way of limitation, the right to increase or decrease the number of conduits, wires, cables, handholes, manholes, connection boxes, transformers, and transformer enclosures. Grantee shall also have the right to cut, trim and remove shrubbery, brush, and vegetation located within the Easement Area and to clear and keep cleared any trees or other obstructions located on the Easement Area which pose a hazard to the operation of the Electric Facilities within the Easement Area. All rights of Grantee hereunder shall be exercised at Grantee's sole cost and expense and in exercising such rights Grantee will (i) minimize interference with the access to, operation, occupation and use of the Property by Grantor or other users, (ii) keep the Property free and clear of all liens, charges, and other monetary encumbrances arising out of any use of the Property by Grantee or Grantee's Permittees, (iii) promptly repair, at Grantee's sole expense, any damage to the Property or improvements thereon, resulting from use of the Property by Grantee or Grantee's Permittees, (iv) restore and seed any and all areas within the Property which are disturbed by Grantee's, or Grantee's Permittees, use of the Property with native plants as recommended by Confederated Tribes of the Umatilla Indian Reservation, and (v) cooperate and coordinate in good faith with Grantor and other users of the Easement Area in determining the location of Electrical Facilities.

**Improvements.** Grantor agrees that any portion of the Electric Facilities installed in, upon or under the above-described lands at Grantee's expense shall remain the property of Grantee, removable at the option of Grantee.

**Grantor's Use.** Grantor reserves the right to use the Easement Area for all purposes, provided that such use complies with applicable safety regulations and does not unreasonably interfere with the Electric Facilities or Grantee's rights under this Utility Easement. Grantor will cooperate and coordinate in good faith with Grantee prior to constructing any structures within the Easement Area to ensure that such structures will not result in non-compliance with applicable safety regulations.

**Grantor Representations and Warranties.** Grantor covenants that it is the sole owner of the Easement Area, that it is authorized to convey this Easement, and that, as of the date of this Utility Easement, the Property is free and clear of encumbrances and liens of whatsoever character except those matters of record as would be disclosed by an examination of the Official Records of **Umatilla** County, Oregon (the "Official Records") as of the effective date, that are otherwise disclosed in writing to Grantee on or prior to the effective date, or those matters which are not likely to have a material impact on Grantee's use of the Easement Area.

**Compliance with Laws.** Grantee shall construct and maintain the Electrical Facilities in accordance with and shall at all times comply with all federal, state and local statutes, ordinances, rules, laws, regulations, orders, requirements, and standards in effect or which arise through promulgation, enactment, amendment, or otherwise, including those pertaining to endangered or threatened species, human health, environmental conditions or hazardous substances.

UEC EASEMENT #4543  
WO# 2102044

**Liability.** Grantor and its agents, contractors, subcontractors, invitees, and licensees (all of the foregoing being referred to as "Grantor's Permittees"), shall be responsible for any and all damage to the Electrical Facilities and the Property to the extent caused by Grantor or Grantor's Permittees. Grantee and its agents, contractors, subcontractors, invitees, and licensees (all of the foregoing being referred to as "Grantee's Permittees") shall be responsible for any and all damage to the Electrical Facilities and the Property to the extent caused by Grantee or Grantee's Permittees. To the extent permitted by law, including the Oregon Constitution and the Oregon Tort Claims Act, each party ("Indemnifying Party") shall defend, indemnify and hold the other party, its officers, agents, lenders, tenants, and employees harmless from and against any and all claims, demands, causes of action, complaints, suits, losses, damages, injuries, and liabilities (including those for costs, expenses, and attorneys' fees) to any person, persons, or property arising out of the use of the Easement Area by the Indemnifying Party or the Indemnifying Party's agents, contractors, subcontractors, invitees, or licensees.

**Hazardous Materials.** Grantee shall not (either with or without negligence) cause or permit the use, storage, generation, escape, disposal or release of any Hazardous Materials on the Property in any manner not sanctioned by law. In all events, Grantee shall indemnify and hold Grantor harmless for, from and against any and all claims, damages, fines, judgments, penalties, costs, liabilities or losses (including, without limitation, any and all sums paid for settlement of claims, attorneys' fees, and consultants' and experts' fees) arising from the presence or release of any Hazardous Materials on the Easement Area or the Property arising out of the activity or omission of Grantee or persons acting under Grantee. The term "Hazardous Materials" shall mean any chemical, compound, constituent, material, waste, contaminant or other substance (including petroleum and petroleum derived substances or wastes) as defined in or regulated by any federal, state and local laws, or other regulations, relating to the protection of the environment, natural resources, pollution control, hazardous materials or human health.

**Exceptions.** The grant of this Utility Easement is made subject to all exceptions to title on file or of record in the Official Records as of the date of this Utility Easement.

**Abandonment.** If Grantee abandons the Easement Area, and it remains abandoned for a period in excess of twenty-four (24) months, Grantor may, after providing 30 days' notice to Grantee, terminate this Easement by providing written notice of termination to Grantee and recording a termination of easement, which termination of easement shall not require Grantee's consent or signature. Upon termination of this Easement, Grantee shall, within one hundred twenty (120) days from the date of such termination, remove the Electrical Facilities and restore the Easement Area to its original condition, reasonable wear and tear excepted.

**Governing Law.** This Easement shall be governed by and construed in accordance with the laws of the State of Oregon (without regard to the principles thereof relating to conflicts of laws).

**Counterparts.** This Easement may be executed in as many counterparts as may be deemed necessary or convenient, each of which, when so executed, shall be deemed an original, but all such counterparts shall constitute but one and the same instrument.

**No Dedication.** Nothing contained herein shall be deemed to be a gift or dedication of all or any portion of the Easement Area to the general public, for the general public or for any public use or purpose whatsoever, it being the intention and understanding of Grantor and Grantee that this instrument shall be strictly construed and limited to and for the purposes herein expressed.

*[Signatures and notarial acknowledgements appear on the following pages]*





## **EXHIBIT A: PROPERTY**

The real property described in Instrument No. 2023-01355 record in Umatilla County on March 3, 2023, in the Office of County Records, Umatilla County, Oregon.

**EXHIBIT B: EASEMENT AREA**

**COLUMBIA DEVELOPMENT AUTHORITY  
UEC PERMANENT EASEMENTS**

**FILE:** 98-01 CDA ExA1.docx  
**TRACT** G  
AS SHOWN ON CO. SURVEY #16-018-C  
COLUMBIA DEVELOPMENT AUTHORITY (CDA)  
AP (RES) 12 June 2023

**TRACT 7 – UEC 125' Wide Permanent Power Line Easement**

A tract of land located in Sections 22, 25, 26, and 27, Township 4 North, Range 27 East, Willamette Meridian, Umatilla County, Oregon and being a portion of Tract G as shown on Survey No. 16-018-C, Umatilla County Survey Records, said Tract 7 being a strip of land 125.00 feet in width, said strip lying 62.50 feet on each side of the following described centerline:

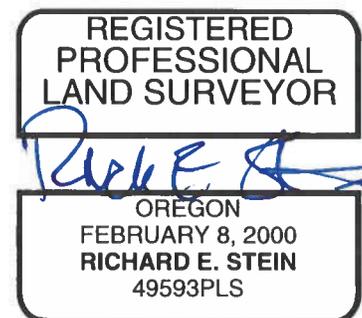
**Beginning** at a point on the easterly easement line of Interstate 82, which bears N66°39'28"E, 1,310.81 feet from 1/2-inch iron rod marking the one-quarter corner common to said Section 25 and Section 26 bears; thence N80°39'56"W, 7,091.73 feet; thence N76°01'26"W, 1,088.20 feet; thence N79°37'09"W, 3,821.82 feet to the West line of Section 22 and the **Point of Terminus** of this description.

**Tract 7** contains 1,500,218 square feet or 34.440 acres, more or less.

All easement lines being shortened or lengthened to intersect with the line calls described at the centerline beginning and terminus points throughout these descriptions.

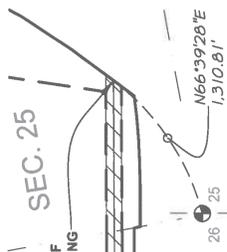
**Subject to** all easements and encumbrances of record or in view

All as shown on Exhibit B, the Easement Sketches, attached to these descriptions.

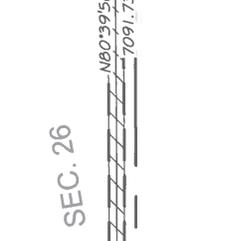


EXPIRES: 6/30/2024

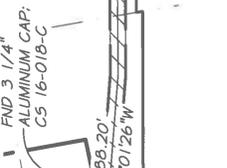
TRACT G2  
(C5 #16-01B-C)  
8.05 AC



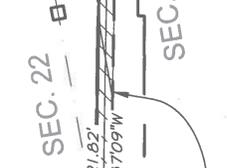
TRACT G  
(C5 #16-01B-C)  
854.95 AC



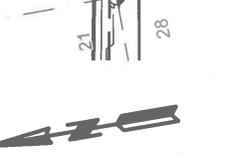
TRACT 7  
PERMANENT 125' WIDE  
UEC POWER LINE  
EASEMENT  
34,440 AC.±



TRACT 21  
SANITARY SEWER  
& STORM DRAIN  
TRACT 104E



TRACT 22  
TERMINUS  
TRACT 7



TRACT 26  
POINT OF BEGINNING  
TRACT 7



**LEGEND**

- FOUND MONUMENT AS NOTED
- NEW PERMANENT EASEMENT CENTERLINE
- NEW PERMANENT EASEMENT
- PROPERTY LINE
- SECTION LINE

REGISTERED  
PROFESSIONAL  
LAND SURVEYOR  
*Blake Stee*  
OREGON  
FEBRUARY 8, 2000  
RICHARD E. STEIN  
49593PLS  
EXPIRES: 6/30/2024

RES: 9 June 2023 APA JOB# 98-01 Drawing: UEC CDA Easements 060823.dwg

COLUMBIA DEVELOPMENT AUTHORITY - PROPERTY EXHIBIT  
SEC. 13, 24, 25, 26, 27, T. 4 N, R. 27 E., W.M.

NOTE: SEE EXHIBIT "A" FOR THE LEGAL DESCRIPTIONS OF THESE EASEMENTS.

TRACT 7 - NEW 125' WIDE POWER LINE EASEMENT = 1,500,218 S.F. OR 34,440 ACRES, MORE OR LESS



COLUMBIA DEVELOPMENT AUTHORITY  
UEC PERMANENT POWER LINE EASEMENTS  
UMATILLA COUNTY, OREGON

EXHIBIT B  
EASEMENT  
SKETCH  
1/1

AFTER RECORDING, RETURN TO:

Umatilla Electric Cooperative  
P.O. Box 1148  
Hermiston, Oregon 97838

UEC REFERENCE: CDA Tract 8

### UTILITY EASEMENT

**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"), for good and valuable consideration, receipt of which is hereby acknowledged, grants to **Umatilla Electric Cooperative Association**, an Oregon cooperative, ("Grantee"), and to its licensees, successors or assigns, a perpetual, non-exclusive easement for the sole purpose of constructing, operating and maintaining electrical power systems and facilities, together with supporting communication facilities (collectively, "Electric Facilities"), on, across, over, or under a portion of the property described in Exhibit A ("Property"), which portion is described and depicted in Exhibit B ("Easement Area").

**Scope of Easement.** Grantee's rights under this Utility Easement include the right to inspect and make repairs, changes, alterations, improvements, removals from, substitutions and additions to the Electric Facilities as Grantee may from time to time deem necessary in its commercially reasonable discretion, including, by way of example and not by way of limitation, the right to increase or decrease the number of conduits, wires, cables, handholes, manholes, connection boxes, transformers, and transformer enclosures. Grantee shall also have the right to cut, trim and remove shrubbery, brush, and vegetation located within the Easement Area and to clear and keep cleared any trees or other obstructions located on the Easement Area which pose a hazard to the operation of the Electric Facilities within the Easement Area. All rights of Grantee hereunder shall be exercised at Grantee's sole cost and expense and in exercising such rights Grantee will (i) minimize interference with the access to, operation, occupation and use of the Property by Grantor or other users, (ii) keep the Property free and clear of all liens, charges, and other monetary encumbrances arising out of any use of the Property by Grantee or Grantee's Permittees, (iii) promptly repair, at Grantee's sole expense, any damage to the Property or improvements thereon, resulting from use of the Property by Grantee or Grantee's Permittees, (iv) restore and seed any and all areas within the Property which are disturbed by Grantee's, or Grantee's Permittees, use of the Property with native plants as recommended by Confederated Tribes of the Umatilla Indian Reservation, and (v) cooperate and coordinate in good faith with Grantor and other users of the Easement Area in determining the location of Electrical Facilities.

**Improvements.** Grantor agrees that any portion of the Electric Facilities installed in, upon or under the above-described lands at Grantee's expense shall remain the property of Grantee, removable at the option of Grantee.

**Grantor's Use.** Grantor reserves the right to use the Easement Area for all purposes, provided that such use complies with applicable safety regulations and does not unreasonably interfere with the Electric Facilities or Grantee's rights under this Utility Easement. Grantor will cooperate and coordinate in good faith with Grantee prior to constructing any structures within the Easement Area to ensure that such structures will not result in non-compliance with applicable safety regulations.

**Grantor Representations and Warranties.** Grantor covenants that it is the sole owner of the Easement Area, that it is authorized to convey this Easement, and that, as of the date of this Utility Easement, the Property is free and clear of encumbrances and liens of whatsoever character except those matters of record as would be disclosed by an examination of the Official Records of **Morrow** County, Oregon (the "Official Records") as of the effective date, that are otherwise disclosed in writing to Grantee on or prior to the effective date, or those matters which are not likely to have a material impact on Grantee's use of the Easement Area.

**Compliance with Laws.** Grantee shall construct and maintain the Electrical Facilities in accordance with and shall at all times comply with all federal, state and local statutes, ordinances, rules, laws, regulations, orders, requirements, and standards in effect or which arise through promulgation, enactment, amendment, or otherwise, including those pertaining to endangered or threatened species, human health, environmental conditions or hazardous substances.

UEC EASEMENT #4544  
WO# 2102044

**Liability.** Grantor and its agents, contractors, subcontractors, invitees, and licensees (all of the foregoing being referred to as "Grantor's Permittees"), shall be responsible for any and all damage to the Electrical Facilities and the Property to the extent caused by Grantor or Grantor's Permittees. Grantee and its agents, contractors, subcontractors, invitees, and licensees (all of the foregoing being referred to as "Grantee's Permittees") shall be responsible for any and all damage to the Electrical Facilities and the Property to the extent caused by Grantee or Grantee's Permittees. To the extent permitted by law, including the Oregon Constitution and the Oregon Tort Claims Act, each party ("Indemnifying Party") shall defend, indemnify and hold the other party, its officers, agents, lenders, tenants, and employees harmless from and against any and all claims, demands, causes of action, complaints, suits, losses, damages, injuries, and liabilities (including those for costs, expenses, and attorneys' fees) to any person, persons, or property arising out of the use of the Easement Area by the Indemnifying Party or the Indemnifying Party's agents, contractors, subcontractors, invitees, or licensees.

**Hazardous Materials.** Grantee shall not (either with or without negligence) cause or permit the use, storage, generation, escape, disposal or release of any Hazardous Materials on the Property in any manner not sanctioned by law. In all events, Grantee shall indemnify and hold Grantor harmless for, from and against any and all claims, damages, fines, judgments, penalties, costs, liabilities or losses (including, without limitation, any and all sums paid for settlement of claims, attorneys' fees, and consultants' and experts' fees) arising from the presence or release of any Hazardous Materials on the Easement Area or the Property arising out of the activity or omission of Grantee or persons acting under Grantee. The term "Hazardous Materials" shall mean any chemical, compound, constituent, material, waste, contaminant or other substance (including petroleum and petroleum derived substances or wastes) as defined in or regulated by any federal, state and local laws, or other regulations, relating to the protection of the environment, natural resources, pollution control, hazardous materials or human health.

**Exceptions.** The grant of this Utility Easement is made subject to all exceptions to title on file or of record in the Official Records as of the date of this Utility Easement.

**Abandonment.** If Grantee abandons the Easement Area, and it remains abandoned for a period in excess of twenty-four (24) months, Grantor may, after providing 30 days' notice to Grantee, terminate this Easement by providing written notice of termination to Grantee and recording a termination of easement, which termination of easement shall not require Grantee's consent or signature. Upon termination of this Easement, Grantee shall, within one hundred twenty (120) days from the date of such termination, remove the Electrical Facilities and restore the Easement Area to its original condition, reasonable wear and tear excepted.

**Governing Law.** This Easement shall be governed by and construed in accordance with the laws of the State of Oregon (without regard to the principles thereof relating to conflicts of laws).

**Counterparts.** This Easement may be executed in as many counterparts as may be deemed necessary or convenient, each of which, when so executed, shall be deemed an original, but all such counterparts shall constitute but one and the same instrument.

**No Dedication.** Nothing contained herein shall be deemed to be a gift or dedication of all or any portion of the Easement Area to the general public, for the general public or for any public use or purpose whatsoever, it being the intention and understanding of Grantor and Grantee that this instrument shall be strictly construed and limited to and for the purposes herein expressed.

*[Signatures and notarial acknowledgements appear on the following pages]*





## **EXHIBIT A: PROPERTY**

The real property described in Instrument No. 2023-52668 record in Morrow County on March 3, 2023, in the Office of County Records, Morrow County, Oregon.

EXHIBIT B: EASEMENT AREA

COLUMBIA DEVELOPMENT AUTHORITY  
UEC PERMANENT EASEMENTS

FILE: 98-01 CDA ExA1.docx  
TRACTS A & B  
AS SHOWN ON CO. SURVEY #16-018-C  
COLUMBIA DEVELOPMENT AUTHORITY (CDA)  
AP (RES) 12 June 2023

**TRACT 8 – UEC 125' Wide Permanent Power Line Easement**

A tract of land located in Sections 18, 17, 20, and 21 Township 4 North, Range 27 East, Sections 13, and 24 Township 4 North, Range 26 East, Willamette Meridian, Morrow County, Oregon and being a portion of Tracts A and B as shown on Survey No. 2016-1752D, Morrow County Survey Records, said Tract 8 being a strip of land 125.00 feet in width, said strip lying 62.50 feet on each side of the following described centerline:

**Beginning** at a point on the Easterly line of said Section 21, which bears N0°51'26"E, 122.07 feet from a brass cap marking the Southeast of Section 21, bears; thence N79°37'09"W, 5,624.60 feet; thence N0°48'47"W, 6,678.08 feet; thence S89°15'18"W, 7,201.55 feet; thence S63°17'12"W, 140.87 feet; thence S89°24'48"W, 5,833.00 feet; thence S0°56'56"E, 2,588.69 feet; thence S0°43'05"E, 1,565.66 feet to the North Interstate 84 right-of-way line and the **Point of Terminus** of this description.

**Tract 8** contains 3,697,890 square feet or 84.892 acres, more or less.

All easement lines being shortened or lengthened to intersect with the line calls described at the centerline beginning and terminus points throughout these descriptions.

**Subject to** all easements and encumbrances of record or in view

All as shown on Exhibit B, the Easement Sketches, attached to these descriptions.



EXPIRES: 6/30/2024

T. 4 N., R. 26 E.

**OREGON MILITARY DEPARTMENT  
CAMP REES LICENSE BOUNDARY**

T. 4 N., R. 27 E.

(CS #16-018-C)  
7500.00 AC

FND 3 1/4"  
ALUMINUM CAP;  
CS 16-018-C

589°24'48"W, 5833.00'

125.00'

589°15'18"W, 7201.55'

SEC. 13

R. 26 E.

R. 27 E.

SEC. 18

563°17'12"W  
140.87'

SEC. 17

**TRACT A**  
(CS #16-018-C)  
888.33 AC

**TRACT B**  
(CS #16-018-C)  
964.39 AC

**TRACT 8**

PERMANENT 125' WIDE UEC  
POWER LINE EASEMENT  
84.892 AC.±

**TRACT A**  
(CS #16-018-C)  
888.33 AC

FND 3 1/4"  
ALUMINUM CAP;  
CS 16-018-C

CONTINUED, SEE (A)  
ON THIS SHEET

501'

SEC. 20

FND 3 1/4"  
ALUMINUM CAP;  
CS 16-018-C

SEC. 21

POINT OF BEGINNING  
TRACT 8

SEC. 22

SEC. 20

N0°51'26"E,  
122.07'

125.00'

5624.60'

N79°37'09"W

TERMINUS  
TRACT 8

**TRACT A**  
(CS #16-018-C)  
888.33 AC

**TRACT G**  
(CS #16-018-C)  
854.95 AC

CONTINUED, SEE (A)  
ON THIS SHEET

FND 3 1/4"  
USACE  
ALUMINUM CAP;  
CS 16-018-C

**LEGEND**

FOUND MONUMENT AS NOTED



NEW PERMANENT EASEMENT CENTERLINE



NEW PERMANENT EASEMENT



PROPERTY LINE



SECTION LINE



THE PURPOSE OF THIS PROPERTY EXHIBIT A & EXHIBIT B IS TO DESCRIBE PERMANENT EASEMENTS FOR COLUMBIA DEVELOPMENT AUTHORITY (CDA).

THE FIELD SURVEY FOR THESE LOCATIONS WAS PERFORMED BY ANDERSON PERRY & ASSOCIATES, INC. IN MARCH - MAY, 2022. FOUND MONUMENTS SHOWN ON CS 16-018-C WERE RECOVERED AND USED TO COMPUTE THE BOUNDARY AS SHOWN.

BEARINGS AND DISTANCES ARE BASED ON THE OREGON STATE PLANE COORDINATE SYSTEM, NORTH ZONE, NAD83(2011).

REGISTERED  
PROFESSIONAL  
LAND SURVEYOR

OREGON  
FEBRUARY 8, 2000  
RICHARD E. STEIN  
49593PLS

EXPIRES: 6/30/2024

COLUMBIA DEVELOPMENT AUTHORITY - PROPERTY EXHIBIT  
SEC. 13 & 24, T. 4 N., R. 26 E., & SEC 17, 18, 20, 21, 22, T. 4 N, R. 27 E., W.M.

NOTE: SEE EXHIBIT "A" FOR THE LEGAL DESCRIPTIONS OF THESE EASEMENTS.  
TRACT 8 - NEW 125' WIDE POWER LINE EASEMENT = 3,697,890 S.F. OR 84.892 ACRES, MORE OR LESS

RES, 12 June 2023 APA JOB# 98-01 Drawing: UEC CDA Easements 060823.dwg

ap anderson  
perry & associates, inc.

COLUMBIA DEVELOPMENT AUTHORITY  
UEC PERMANENT POWER LINE EASEMENTS  
MORROW COUNTY, OREGON

EXHIBIT B  
EASEMENT  
SKETCH  
1/1



AFTER RECORDING, RETURN TO:

Umatilla Electric Cooperative  
P.O. Box 1148  
Hermiston, Oregon 97838

UEC REFERENCE: CDA Tract 9

### UTILITY EASEMENT

**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"), for good and valuable consideration, receipt of which is hereby acknowledged, grants to **Umatilla Electric Cooperative Association**, an Oregon cooperative, ("Grantee"), and to its licensees, successors or assigns, a perpetual, non-exclusive easement for the sole purpose of constructing, operating and maintaining electrical power systems and facilities, together with supporting communication facilities (collectively, "Electric Facilities"), on, across, over, or under a portion of the property described in Exhibit A ("Property"), which portion is described and depicted in Exhibit B ("Easement Area").

**Scope of Easement.** Grantee's rights under this Utility Easement include the right to inspect and make repairs, changes, alterations, improvements, removals from, substitutions and additions to the Electric Facilities as Grantee may from time to time deem necessary in its commercially reasonable discretion, including, by way of example and not by way of limitation, the right to increase or decrease the number of conduits, wires, cables, handholes, manholes, connection boxes, transformers, and transformer enclosures. Grantee shall also have the right to cut, trim and remove shrubbery, brush, and vegetation located within the Easement Area and to clear and keep cleared any trees or other obstructions located on the Easement Area which pose a hazard to the operation of the Electric Facilities within the Easement Area. All rights of Grantee hereunder shall be exercised at Grantee's sole cost and expense and in exercising such rights Grantee will (i) minimize interference with the access to, operation, occupation and use of the Property by Grantor or other users, (ii) keep the Property free and clear of all liens, charges, and other monetary encumbrances arising out of any use of the Property by Grantee or Grantee's Permittees, (iii) promptly repair, at Grantee's sole expense, any damage to the Property or improvements thereon, resulting from use of the Property by Grantee or Grantee's Permittees, (iv) restore and seed any and all areas within the Property which are disturbed by Grantee's, or Grantee's Permittees, use of the Property with native plants as recommended by Confederated Tribes of the Umatilla Indian Reservation, and (v) cooperate and coordinate in good faith with Grantor and other users of the Easement Area in determining the location of Electrical Facilities.

**Improvements.** Grantor agrees that any portion of the Electric Facilities installed in, upon or under the above-described lands at Grantee's expense shall remain the property of Grantee, removable at the option of Grantee.

**Grantor's Use.** Grantor reserves the right to use the Easement Area for all purposes, provided that such use complies with applicable safety regulations and does not unreasonably interfere with the Electric Facilities or Grantee's rights under this Utility Easement. Grantor will cooperate and coordinate in good faith with Grantee prior to constructing any structures within the Easement Area to ensure that such structures will not result in non-compliance with applicable safety regulations.

**Grantor Representations and Warranties.** Grantor covenants that it is the sole owner of the Easement Area, that it is authorized to convey this Easement, and that, as of the date of this Utility Easement, the Property is free and clear of encumbrances and liens of whatsoever character except those matters of record as would be disclosed by an examination of the Official Records of **Morrow** County, Oregon (the "Official Records") as of the effective date, that are otherwise disclosed in writing to Grantee on or prior to the effective date, or those matters which are not likely to have a material impact on Grantee's use of the Easement Area.

**Compliance with Laws.** Grantee shall construct and maintain the Electrical Facilities in accordance with and shall at all times comply with all federal, state and local statutes, ordinances, rules, laws, regulations, orders, requirements, and standards in effect or which arise through promulgation, enactment, amendment, or otherwise, including those pertaining to endangered or threatened species, human health, environmental conditions or hazardous substances.

UEC EASEMENT #4545  
WO# 2102044

**Liability.** Grantor and its agents, contractors, subcontractors, invitees, and licensees (all of the foregoing being referred to as "Grantor's Permittees"), shall be responsible for any and all damage to the Electrical Facilities and the Property to the extent caused by Grantor or Grantor's Permittees. Grantee and its agents, contractors, subcontractors, invitees, and licensees (all of the foregoing being referred to as "Grantee's Permittees") shall be responsible for any and all damage to the Electrical Facilities and the Property to the extent caused by Grantee or Grantee's Permittees. To the extent permitted by law, including the Oregon Constitution and the Oregon Tort Claims Act, each party ("Indemnifying Party") shall defend, indemnify and hold the other party, its officers, agents, lenders, tenants, and employees harmless from and against any and all claims, demands, causes of action, complaints, suits, losses, damages, injuries, and liabilities (including those for costs, expenses, and attorneys' fees) to any person, persons, or property arising out of the use of the Easement Area by the Indemnifying Party or the Indemnifying Party's agents, contractors, subcontractors, invitees, or licensees.

**Hazardous Materials.** Grantee shall not (either with or without negligence) cause or permit the use, storage, generation, escape, disposal or release of any Hazardous Materials on the Property in any manner not sanctioned by law. In all events, Grantee shall indemnify and hold Grantor harmless for, from and against any and all claims, damages, fines, judgments, penalties, costs, liabilities or losses (including, without limitation, any and all sums paid for settlement of claims, attorneys' fees, and consultants' and experts' fees) arising from the presence or release of any Hazardous Materials on the Easement Area or the Property arising out of the activity or omission of Grantee or persons acting under Grantee. The term "Hazardous Materials" shall mean any chemical, compound, constituent, material, waste, contaminant or other substance (including petroleum and petroleum derived substances or wastes) as defined in or regulated by any federal, state and local laws, or other regulations, relating to the protection of the environment, natural resources, pollution control, hazardous materials or human health.

**Exceptions.** The grant of this Utility Easement is made subject to all exceptions to title on file or of record in the Official Records as of the date of this Utility Easement.

**Abandonment.** If Grantee abandons the Easement Area, and it remains abandoned for a period in excess of twenty-four (24) months, Grantor may, after providing 30 days' notice to Grantee, terminate this Easement by providing written notice of termination to Grantee and recording a termination of easement, which termination of easement shall not require Grantee's consent or signature. Upon termination of this Easement, Grantee shall, within one hundred twenty (120) days from the date of such termination, remove the Electrical Facilities and restore the Easement Area to its original condition, reasonable wear and tear excepted.

**Governing Law.** This Easement shall be governed by and construed in accordance with the laws of the State of Oregon (without regard to the principles thereof relating to conflicts of laws).

**Counterparts.** This Easement may be executed in as many counterparts as may be deemed necessary or convenient, each of which, when so executed, shall be deemed an original, but all such counterparts shall constitute but one and the same instrument.

**No Dedication.** Nothing contained herein shall be deemed to be a gift or dedication of all or any portion of the Easement Area to the general public, for the general public or for any public use or purpose whatsoever, it being the intention and understanding of Grantor and Grantee that this instrument shall be strictly construed and limited to and for the purposes herein expressed.

*[Signatures and notarial acknowledgements appear on the following pages]*





## **EXHIBIT A: PROPERTY**

The real property described in Instrument No. 2023-52668 record in Morrow County on March 3, 2023, in the Office of County Records, Morrow County, Oregon.

EXHIBIT B: EASEMENT AREA

**COLUMBIA DEVELOPMENT AUTHORITY  
UEC PERMANENT EASEMENTS**

**FILE:** 98-01 CDA ExA1.docx  
TRACTS E  
AS SHOWN ON CO. SURVEY #16-018-C  
COLUMBIA DEVELOPMENT AUTHORITY (CDA)  
AP (RES) 5 July 2023

**TRACT 9 – UEC 60' Wide Permanent Power Line Easement**

A tract of land located in Sections 1, 12, and 13 Township 4 North, Range 26 East, Willamette Meridian, Morrow County, Oregon and being a portion of Tract E as shown on Survey No. 2016-1752D, Morrow County Survey Records, said Tract 9 being a strip of land 60.00 feet in width, said strip lying 60.00 feet on the East side of the following described centerline:

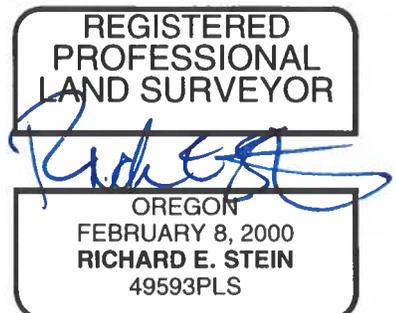
**Beginning** at a point on the West line of said Tract E, which bears N44°44'45"W, 3,858.30 feet from a brass cap marking the Southeast corner of Section 13; thence N0°53'11"W, 2,645.85 feet; thence N1°31'38"W, 5,378.50 feet; thence N0°16'19"W, 4,413.50 feet to the South line of Tract D2 line and the **Point of Terminus** of this description.

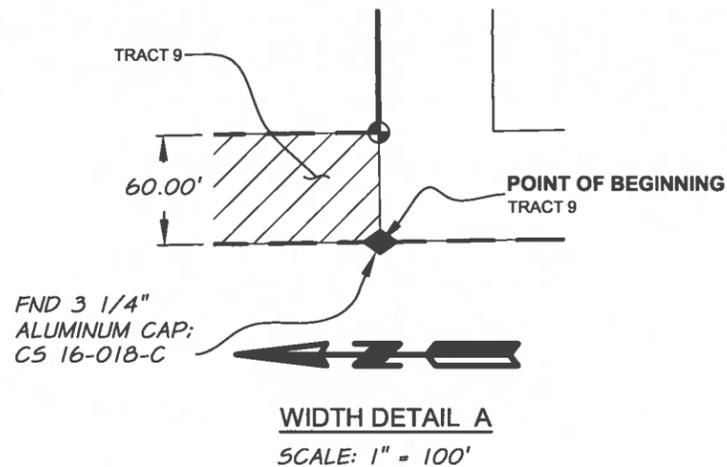
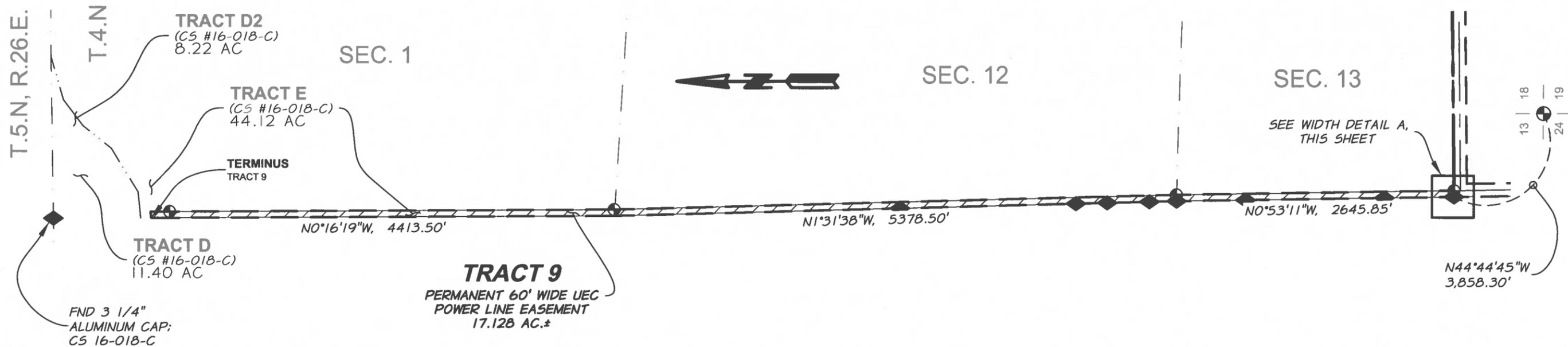
**Tract 9** contains 746,088 square feet or 17.128 acres, more or less.

All easement lines being shortened or lengthened to intersect with the line calls described at the centerline beginning and terminus points throughout these descriptions.

**Subject to** all easements and encumbrances of record or in view

All as shown on Exhibit B, the Easement Sketch, attached to this description.





THE PURPOSE OF THIS PROPERTY EXHIBIT A & EXHIBIT B IS TO DESCRIBE PERMANENT EASEMENTS FOR COLUMBIA DEVELOPMENT AUTHORITY (CDA).

THE FIELD SURVEY FOR THESE LOCATIONS WAS PERFORMED BY ANDERSON PERRY & ASSOCIATES, INC. IN MARCH - MAY, 2022. FOUND MONUMENTS FROM CS 16-018-C WERE RECOVERED AND USED TO COMPUTE THE BOUNDARY AS SHOWN.

BEARINGS AND DISTANCES ARE BASED ON THE OREGON STATE PLANE COORDINATE SYSTEM, NORTH ZONE, NAD83(2011).

REGISTERED  
PROFESSIONAL  
LAND SURVEYOR

*Richard E. Stein*

OREGON  
FEBRUARY 8, 2000  
RICHARD E. STEIN  
49593PLS

EXPIRES: 6/30/2024

**LEGEND**

- FOUND MONUMENT AS NOTED
- NEW PERMANENT EASEMENT CENTERLINE
- NEW PERMANENT EASEMENT
- PROPERTY LINE
- SECTION LINE

COLUMBIA DEVELOPMENT AUTHORITY - PROPERTY EXHIBIT  
SEC 32, T. 5 N., R. 27 E. & SEC. 1, 12 & 13, T. 4 N. R. 26 E., W.M.

NOTE: SEE EXHIBIT "A" FOR THE LEGAL DESCRIPTION OF THIS EASEMENT.  
TRACT 9 - NEW 60' WIDE POWER LINE EASEMENT = 746,088 S.F. OR 17.128 ACRES, MORE OR LESS



RES, 5 July 2023 APA JOB# 98-01 Drawing: UEC CDA Easements 060823.dwg

**ap** anderson  
perry  
& associates, inc.

**COLUMBIA DEVELOPMENT AUTHORITY**  
**UEC PERMANENT POWER LINE EASEMENTS**  
**MORROW COUNTY, OREGON**

**EXHIBIT B**  
**EASEMENT**  
**SKETCH**  
1/1

AFTER RECORDING, RETURN TO:

Umatilla Electric Cooperative  
P.O. Box 1148  
Hermiston, Oregon 97838

UEC REFERENCE: CDA Tract 10

### UTILITY EASEMENT

**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"), for good and valuable consideration, receipt of which is hereby acknowledged, grants to **Umatilla Electric Cooperative Association**, an Oregon cooperative, ("Grantee"), and to its licensees, successors or assigns, a perpetual, non-exclusive easement for the sole purpose of constructing, operating and maintaining electrical power systems and facilities, together with supporting communication facilities (collectively, "Electric Facilities"), on, across, over, or under a portion of the property described in Exhibit A ("Property"), which portion is described and depicted in Exhibit B ("Easement Area").

**Scope of Easement.** Grantee's rights under this Utility Easement include the right to inspect and make repairs, changes, alterations, improvements, removals from, substitutions and additions to the Electric Facilities as Grantee may from time to time deem necessary in its commercially reasonable discretion, including, by way of example and not by way of limitation, the right to increase or decrease the number of conduits, wires, cables, handholes, manholes, connection boxes, transformers, and transformer enclosures. Grantee shall also have the right to cut, trim and remove shrubbery, brush, and vegetation located within the Easement Area and to clear and keep cleared any trees or other obstructions located on the Easement Area which pose a hazard to the operation of the Electric Facilities within the Easement Area. All rights of Grantee hereunder shall be exercised at Grantee's sole cost and expense and in exercising such rights Grantee will (i) minimize interference with the access to, operation, occupation and use of the Property by Grantor or other users, (ii) keep the Property free and clear of all liens, charges, and other monetary encumbrances arising out of any use of the Property by Grantee or Grantee's Permittees, (iii) promptly repair, at Grantee's sole expense, any damage to the Property or improvements thereon, resulting from use of the Property by Grantee or Grantee's Permittees, (iv) restore and seed any and all areas within the Property which are disturbed by Grantee's, or Grantee's Permittees, use of the Property with native plants as recommended by Confederated Tribes of the Umatilla Indian Reservation, and (v) cooperate and coordinate in good faith with Grantor and other users of the Easement Area in determining the location of Electrical Facilities.

**Improvements.** Grantor agrees that any portion of the Electric Facilities installed in, upon or under the above-described lands at Grantee's expense shall remain the property of Grantee, removable at the option of Grantee.

**Grantor's Use.** Grantor reserves the right to use the Easement Area for all purposes, provided that such use complies with applicable safety regulations and does not unreasonably interfere with the Electric Facilities or Grantee's rights under this Utility Easement. Grantor will cooperate and coordinate in good faith with Grantee prior to constructing any structures within the Easement Area to ensure that such structures will not result in non-compliance with applicable safety regulations.

**Grantor Representations and Warranties.** Grantor covenants that it is the sole owner of the Easement Area, that it is authorized to convey this Easement, and that, as of the date of this Utility Easement, the Property is free and clear of encumbrances and liens of whatsoever character except those matters of record as would be disclosed by an examination of the Official Records of **Morrow** County, Oregon (the "Official Records") as of the effective date, that are otherwise disclosed in writing to Grantee on or prior to the effective date, or those matters which are not likely to have a material impact on Grantee's use of the Easement Area.

**Compliance with Laws.** Grantee shall construct and maintain the Electrical Facilities in accordance with and shall at all times comply with all federal, state and local statutes, ordinances, rules, laws, regulations, orders, requirements, and standards in effect or which arise through promulgation, enactment, amendment, or otherwise, including those pertaining to endangered or threatened species, human health, environmental conditions or hazardous substances.

UEC EASEMENT #4551  
WO# 2102044

**Liability.** Grantor and its agents, contractors, subcontractors, invitees, and licensees (all of the foregoing being referred to as “Grantor’s Permittees”), shall be responsible for any and all damage to the Electrical Facilities and the Property to the extent caused by Grantor or Grantor’s Permittees. Grantee and its agents, contractors, subcontractors, invitees, and licensees (all of the foregoing being referred to as “Grantee’s Permittees”) shall be responsible for any and all damage to the Electrical Facilities and the Property to the extent caused by Grantee or Grantee’s Permittees. To the extent permitted by law, including the Oregon Constitution and the Oregon Tort Claims Act, each party (“Indemnifying Party”) shall defend, indemnify and hold the other party, its officers, agents, lenders, tenants, and employees harmless from and against any and all claims, demands, causes of action, complaints, suits, losses, damages, injuries, and liabilities (including those for costs, expenses, and attorneys’ fees) to any person, persons, or property arising out of the use of the Easement Area by the Indemnifying Party or the Indemnifying Party’s agents, contractors, subcontractors, invitees, or licensees.

**Hazardous Materials.** Grantee shall not (either with or without negligence) cause or permit the use, storage, generation, escape, disposal or release of any Hazardous Materials on the Property in any manner not sanctioned by law. In all events, Grantee shall indemnify and hold Grantor harmless for, from and against any and all claims, damages, fines, judgments, penalties, costs, liabilities or losses (including, without limitation, any and all sums paid for settlement of claims, attorneys’ fees, and consultants’ and experts’ fees) arising from the presence or release of any Hazardous Materials on the Easement Area or the Property arising out of the activity or omission of Grantee or persons acting under Grantee. The term “Hazardous Materials” shall mean any chemical, compound, constituent, material, waste, contaminant or other substance (including petroleum and petroleum derived substances or wastes) as defined in or regulated by any federal, state and local laws, or other regulations, relating to the protection of the environment, natural resources, pollution control, hazardous materials or human health.

**Exceptions.** The grant of this Utility Easement is made subject to all exceptions to title on file or of record in the Official Records as of the date of this Utility Easement.

**Abandonment.** If Grantee abandons the Easement Area, and it remains abandoned for a period in excess of twenty-four (24) months, Grantor may, after providing 30 days’ notice to Grantee, terminate this Easement by providing written notice of termination to Grantee and recording a termination of easement, which termination of easement shall not require Grantee’s consent or signature. Upon termination of this Easement, Grantee shall, within one hundred twenty (120) days from the date of such termination, remove the Electrical Facilities and restore the Easement Area to its original condition, reasonable wear and tear excepted.

**Governing Law.** This Easement shall be governed by and construed in accordance with the laws of the State of Oregon (without regard to the principles thereof relating to conflicts of laws).

**Counterparts.** This Easement may be executed in as many counterparts as may be deemed necessary or convenient, each of which, when so executed, shall be deemed an original, but all such counterparts shall constitute but one and the same instrument.

**No Dedication.** Nothing contained herein shall be deemed to be a gift or dedication of all or any portion of the Easement Area to the general public, for the general public or for any public use or purpose whatsoever, it being the intention and understanding of Grantor and Grantee that this instrument shall be strictly construed and limited to and for the purposes herein expressed.

*[Signatures and notarial acknowledgements appear on the following pages]*





## **EXHIBIT A: PROPERTY**

The real property described in Instrument No. 2023-52668 record in Morrow County on March 3, 2023, in the Office of County Records, Morrow County, Oregon.

EXHIBIT B: EASEMENT AREA

**COLUMBIA DEVELOPMENT AUTHORITY  
UEC PERMANENT EASEMENTS**

**FILE:** 98-01 CDA ExA1.docx  
TRACTS C  
AS SHOWN ON CO. SURVEY #16-018-C  
COLUMBIA DEVELOPMENT AUTHORITY (CDA)  
AP (RES) 05 July 2023

**TRACT 10 – UEC 125' Wide Permanent Power Line Easement**

A tract of land located in Sections 32 Township 5 North, Range 27 East, Willamette Meridian, Morrow County, Oregon and being a portion of Tract C as shown on Survey No. 2016-1752D, Morrow County Survey Records, said Tract 10 being a strip of land 125.00 feet in width, said strip lying 125.00 feet on the South side of the following described centerline:

**Beginning** at the Northwest corner of said Section 32; thence N89°20'39"E, 5,299.61 feet to the Northeast corner of said Section 32 and the **Point of Terminus** of this description.

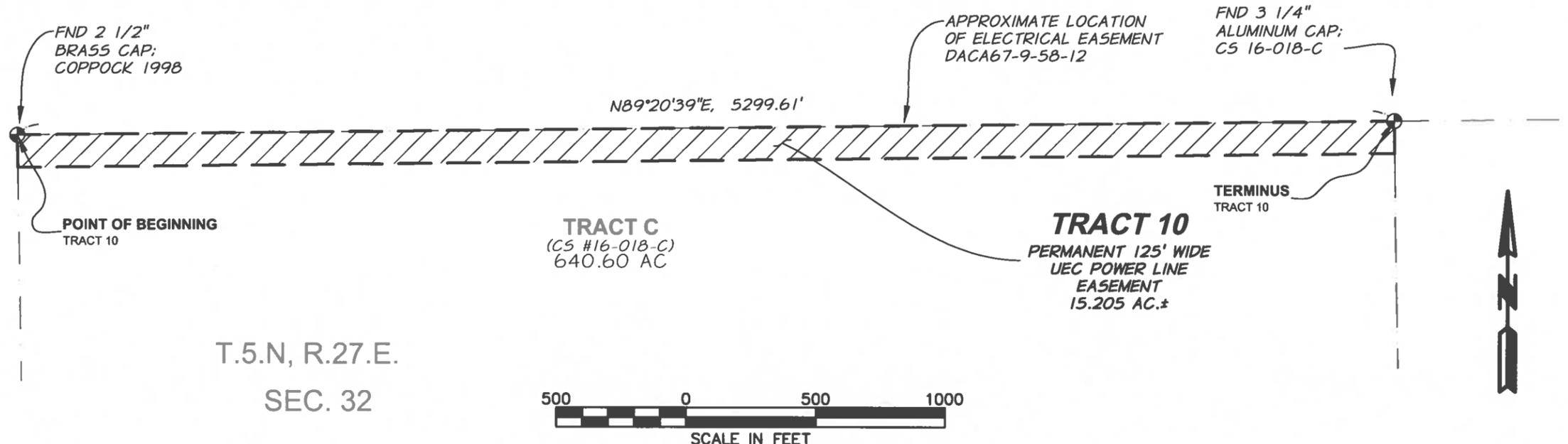
**Tract 10** contains 662,347 square feet or 15.205 acres, more or less.

All easement lines being shortened or lengthened to intersect with the line calls described at the centerline beginning and terminus points throughout these descriptions.

**Subject to** all easements and encumbrances of record or in view

All as shown on Exhibit B, the Easement Sketch, attached to this description.





T.5.N, R.27.E.  
SEC. 32



THE PURPOSE OF THIS PROPERTY EXHIBIT A & EXHIBIT B IS TO DESCRIBE PERMANENT EASEMENTS FOR COLUMBIA DEVELOPMENT AUTHORITY (CDA).

THE FIELD SURVEY FOR THESE LOCATIONS WAS PERFORMED BY ANDERSON PERRY & ASSOCIATES, INC. IN MARCH - MAY, 2022. FOUND MONUMENTS FROM CS 16-018-C WERE RECOVERED AND USED TO COMPUTE THE BOUNDARY AS SHOWN.

BEARINGS AND DISTANCES ARE BASED ON THE OREGON STATE PLANE COORDINATE SYSTEM, NORTH ZONE, NAD83(2011).

REGISTERED  
PROFESSIONAL  
LAND SURVEYOR  
*Richard E. Stein*  
OREGON  
FEBRUARY 8, 2000  
RICHARD E. STEIN  
49593PLS  
EXPIRES: 6/30/2024

LEGEND

- FOUND MONUMENT AS NOTED
- NEW PERMANENT EASEMENT CENTERLINE
- NEW PERMANENT EASEMENT
- PROPERTY LINE
- SECTION LINE

COLUMBIA DEVELOPMENT AUTHORITY - PROPERTY EXHIBIT SEC 32, T. 5 N., R. 27 E. & SEC. 1, 12 & 13, T. 4 N. R. 26 E., W.M.

NOTE: SEE EXHIBIT "A" FOR THE LEGAL DESCRIPTION OF THIS EASEMENT.  
TRACT 10 - NEW 125' WIDE POWER LINE EASEMENT = 662,347 S.F. OR 15.205 ACRES, MORE OR LESS

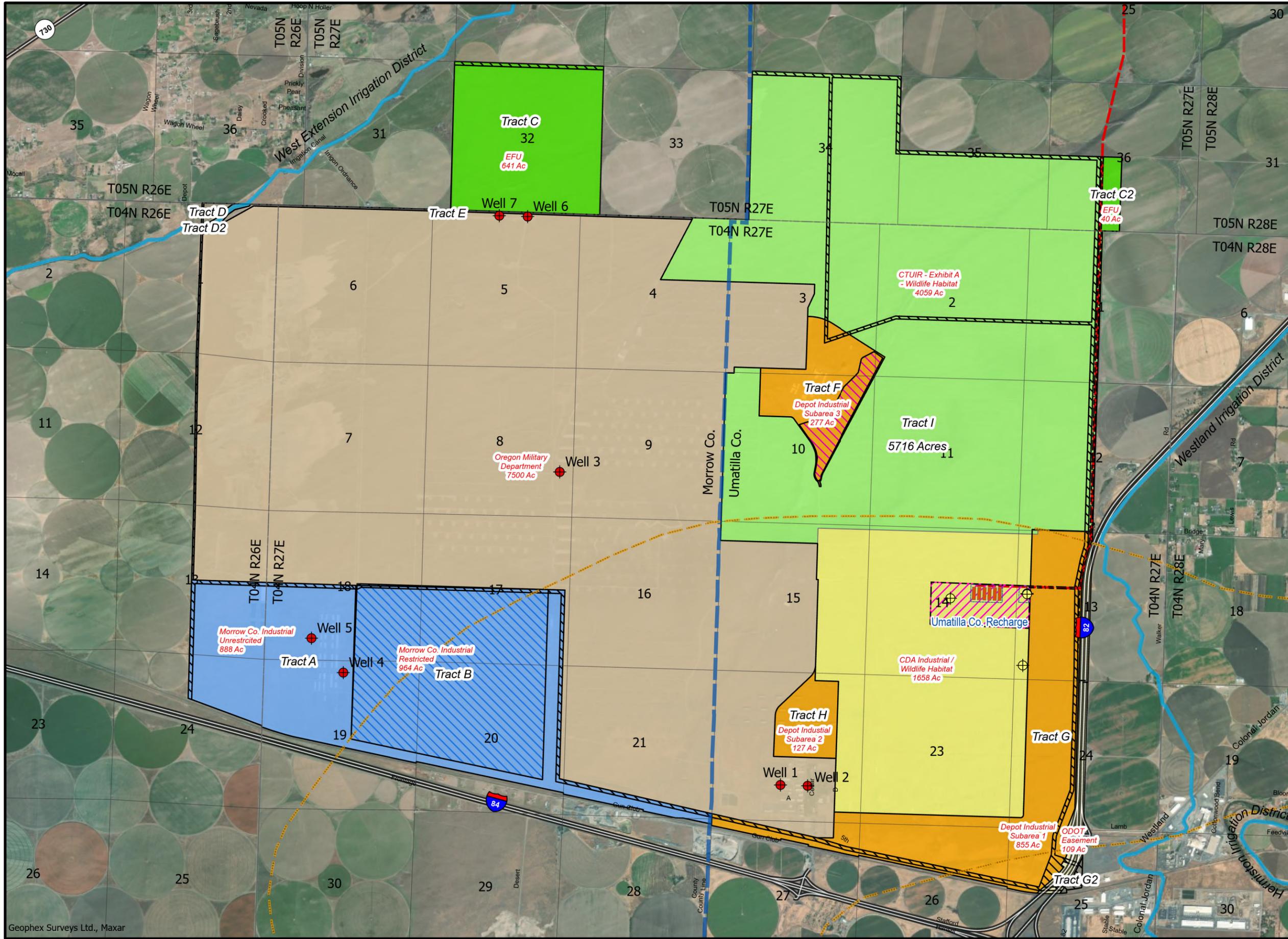


RES, 5 July 2023 APA JOB# 98-01 Drawing: UEC CDA Easements 060823.dwg

anderson  
perry  
& associates, inc.

**COLUMBIA DEVELOPMENT AUTHORITY  
UEC PERMANENT POWER LINE EASEMENTS  
MORROW COUNTY, OREGON**

**EXHIBIT B  
EASEMENT  
SKETCH  
1/1**



|              |             |
|--------------|-------------|
| MAP BY:      | SUVA SHAKYA |
| APPROVED:    |             |
| MAP DATE:    | 06/22/2023  |
| SCALE:       |             |
| PROJECT NO.: |             |

**IRZ ENGINEERING & CONSULTING**

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

**COLUMBIA DEVELOPMENT AUTHORITY**

DEPOT PROPERTY DEVELOPMENT  
OVERVIEW MAP

**Legend**

- UEC Proposed Easements
- Production Wells \*
- Monitoring Wells
- Umatilla Co Pipeline
- CDA Tract Boundaries
- Depot Industrial
- EFU
- Oregon Military Department
- ODOT Easement
- Morrow Co. Industrial Restricted
- Morrow Co. Industrial Unrestricted
- CDA Industrial / Wildlife Habitat
- CTUIR - Exhibit A - Wildlife Habitat
- Infiltration Basins
- Umatilla Co. Recharge
- Ordance County Line Aquifer
- Depot Industrial - Restricted Area

\*Production Wells from OWRD (not surveyed).  
Projection: State Plane Oregon North  
Datum: NAD 1983  
Data Sources: ESRI, IRZ, CDA

Sheet Name:

**OVERVIEW MAP**

Map Number:

**G1000**

Print: 8/17/2023 11:09 AM