

EOTEC Authority – Board of Directors

<u>Positions</u>	<u>Initial Terms</u>				<u>Second Terms</u>			
	Term Begins	Term Ends	Appointed	Successor	Term Begins	Appointed	Successor	Term Ends
1. Umatilla County Position #1	03-15-2012	12-31-15	D. Doherty	01-01-14 L. Givens	01-01-2016			12-31-20
2. Umatilla County Position #2	03-15-2012	12-31-13	C. Prior		01-01-2014	C. Prior	D. Miller	12-31-18
3. City of Hermiston Position #1	03-15-2012	12-31-15	E. Brookshier		01-01-2016			12-31-20
4. City Of Hermiston Position #2	03-15-2012	12-31-13	D. Dorran		01-01-2014	D. Doran		12-31-18
5. Umatilla County Position #3 (Fair)	03-15-2012	12-31-14	B. Brazeau	K. Puzey	01-01-2015	K. Puzey		12-31-19
6. City of Hermiston Position #3 (Rodeo)	03-15-2012	12-31-14	D. Bothum		01-01-2015	D. Bothum		12-31-19
7. City and County Position (Motel)	03-15-2012	12-31-12	V. Patel		01-01-2013	V. Patel		12-31-17

After Recording Return to:
Doug Olsen
Umatilla County Counsel
216 SE 4th
Pendleton, Oregon 97801-2692

EOTEC INTERGOVERNMENTAL AGREEMENT
Between
Umatilla County and City of Hermiston
Establishing Eastern Oregon Trade and Event Center (“EOTEC”) Authority
And
Providing for the Operation of the EOTEC Authority
And
Providing for the Ownership of Real and Personal Property for EOTEC

I
PARTIES

THIS EOTEC INTERGOVERNMENTAL AGREEMENT is entered into between Umatilla County, a governmental subdivision of the State of Oregon (“Umatilla County” or the “County”) and the City of Hermiston, an Oregon municipal corporation (“City of Hermiston” or “City”), on the date both parties have signed this agreement, with them referred collectively in this agreement as the “parties.”

II
RECITALS

WHEREAS pursuant to the terms of ORS 190.003 through 190.085 and 190.110, the Oregon “Intergovernmental Cooperation” statutes, the parties desire to establish an Authority to acquire, construct, own, manage and operate real and personal property to be known as the Eastern Oregon Trade and Event Center (“EOTEC”), and

WHEREAS the parties desire to make those agreements set forth below.

III
AGREEMENTS

NOW THEREFORE, in consideration of the mutual promises, performances, agreements and covenants of the parties contained in this agreement, the parties agree and contract as follows:

A

Formation of Eastern Oregon Trade and Event Center Authority

1. **Eastern Oregon Trade and Event Center Authority Created.** The parties hereby create and establish an “Eastern Oregon Trade and Event Center Authority”, referred to herein as the “EOTEC Authority” or the “Authority”. The EOTEC Authority is created and established to acquire, construct, own, manage and operate a facility of real and personal property to be known as the “Eastern Oregon Trade and Event Center” (“EOTEC”). As required by ORS 190.010(5), this EOTEC Authority is appointed by, responsible to, and acting on behalf of Umatilla County and the City of Hermiston.
2. **Board of Directors.** The EOTEC Authority shall be governed by a seven person Board of Directors which shall serve staggered four year terms, except for the length of their first terms which are designated below.
 - a. The seven Board members and their initial terms shall be as follows:
 - i. Two Directors appointed by Umatilla County known as Umatilla County Position #1 and Umatilla County Position #2. These directors must reside in Umatilla County. Umatilla County hereby appoints the following individuals to be the initial Umatilla County Directors with their initial terms ending as indicated below.
 1. Appointed to Umatilla County Position #1: Dennis Doherty; term ends December 31, 2015.
 2. Appointed to Umatilla County Position #2: Chet Prior; term ends December 31, 2013.
 - ii. Two Directors appointed by the City of Hermiston known as City of Hermiston Position #1 and City of Hermiston Position #2. These directors must reside in Umatilla County, but don’t necessarily need to be City of Hermiston residents. The City of Hermiston hereby appoints the following individuals to be the initial City of Hermiston Directors with their initial terms ending as indicated below:
 1. Appointed to City of Hermiston Position #1: Ed Brookshier; term ends December 31, 2015.
 2. Appointed to City of Hermiston Position #2: Dan Dorrان; term ends December 31, 2013.
 - iii. One Director appointed by Umatilla County known as Umatilla County Position #3 (Fair), who preferably (1) is actively involved in Umatilla County Fair activities and (2) who is recommended to Umatilla County by the Umatilla County Fair Board. The initial term of this Director shall end on December 31, 2014, and Umatilla County hereby appoints Buzz Brazeau to this position.
 - iv. One director appointed by the City of Hermiston known as City of Hermiston Position #3 (Rodeo), who preferably (1) is actively involved with Farm City Pro Rodeo, Inc. and (2) who is recommended to the City of Hermiston by the Farm City Pro Rodeo, Inc. Board of Directors. The initial term of this Director shall end on December 31, 2014, and the City of Hermiston appoints Dave Bothum to this position.
 - v. One director appointed by both Umatilla County and the City of Hermiston acting together, who preferably is actively involved in the West Umatilla County Motel Owners Association which is known as Umatilla County-City of Hermiston Position (Motel). The initial term of this Director shall end on December 31, 2012, and Umatilla County and the City of Hermiston hereby appoint V.J. Patel to this position.
 - vi. It is noted that ORS 190.010(5) requires that all Board members on entities formed by intergovernmental agreement statutes must be appointed by the governmental units who are parties to the agreement, and act on their behalf. Board members cannot be appointed by entities who are not a party to the intergovernmental agreement. Thus the Fair Board, Farm City Pro Rodeo, Inc. and West Umatilla County Motel Owner’s Association cannot be given the authority to appoint members of the board.
 - b. The entity or entities appointing a Director may remove him or her at any time for any reason.
 - c. Although it is contemplated that preference may be given to appointing three of the directorships, persons interested in the fair, rodeo and the motel association and recommended for these positions by the indicated organizations, Umatilla County and the City of Hermiston are not required to follow

those preferences and may appoint whomever they choose to those positions. This is necessary as Oregon law requires that the governmental entities who are party to an intergovernmental agreement must have complete and unrestricted control in appointing directors to an authority created by intergovernmental agreement.

- d. If a Director is not replaced by the expiration of his term, the Director shall continue to serve as a Director until he or she is reappointed or another person is appointed to his or her directorship.
 - e. If a Director is replaced, resigns or dies, the Director replacing him or her shall serve out the remaining term of the Director he or she replaced.
 - f. The Board shall account to Umatilla County and the City of Hermiston for all of EOTEC's actions and finances as those entities and Oregon law require.
3. **Justification for Equal Control and Ownership of Authority and its Property by Umatilla County and City of Hermiston.** The justification for equal control and ownership of the EOTEC Authority and its property by Umatilla County and the City of Hermiston comes from their anticipated contribution of the following for the establishment and construction of EOTEC grounds and improvements and other factors:
- a. Umatilla County:
 - i. The \$3,000,000 it will realize from its sale of the Hermiston Fair Grounds to the Hermiston School District.
 - ii. The \$450,000 grant from the United States to replace Thompson Hall.
 - iii. Approximately \$450,000 in Umatilla County's fair move fund.
 - b. City of Hermiston:
 - i. 75 acres of light industrial zoned real property adjacent to the Hermiston Airport roughly valued at approximately \$1,500,000.
 - ii. The provision of sewer and water to the edge of the 75 acres, estimated to cost approximately \$2,000,000.
 - iii. The provision of access to the 75 acres, estimated to cost approximately \$200,000. (The city will not build the actual road.)
 - c. The State of Oregon providing \$6,400,000 of Lottery money to the City of Hermiston of the \$7,100,000 appropriated, which is required to be used for the acquisition, construction, and development of an Eastern Oregon Trade and Event Center.
 - d. It being anticipated that 5 acres of the 75 acre site worth approximately \$75,000 will be conveyed at no charge to Umatilla County for construction of an RV park adjacent to EOTEC, the construction and maintenance of which will be paid for largely through State of Oregon funds.
 - e. EOTEC will benefit all of the County of Umatilla and its citizens, and because of that, whether the contributions are exactly equal from Umatilla County and the City of Hermiston is not that relevant. Their contributions will be roughly equal and it is contemplated that this Authority will continue to operate perpetually and benefit all of Eastern Oregon and hopefully never be dissolved.
4. **Legal Authority.** This agreement is made pursuant to the terms of ORS 190.003 through 190.085 and 190.110, the Oregon "Intergovernmental Cooperation" statutes.
5. **Powers of Board of Directors of EOTEC Authority.** The Board of Directors of the EOTEC Authority shall have the following powers and authority:
- a. Own, control, construct, manage, operate, and lease all EOTEC real and personal property, and make contracts and agreements related thereto including leases of all of EOTEC and its property, provided all agreements and leases must be for five years or less unless approved by Umatilla County and the City of Hermiston.
 - b. The Authority may enter into agreements with a management company to promote, manage, operate, and maintain EOTEC, and in those agreements may allow the renting of all or parts of EOTEC for periods not longer than 30 days. Any leasing or renting of any parts of EOTEC longer than 30 days shall require Board approval.
 - c. The Board shall not have the right to sell or option any EOTEC real property unless also approved by Umatilla County and the City of Hermiston
 - d. Employ, discipline, and terminate employees, agents, consultants, and contractors necessary for the acquisition, control, management, operation and construction of EOTEC and enter into agreements with those parties.

- e. Collect all income, fees, rents and other monies received from the ownership, operation, and management of EOTEC, and utilize them for EOTEC's operations, improvements, construction, expansion, improvements, and real property expansion.
 - f. Purchase and lease personal property for EOTEC subject to purchase restrictions herein.
 - g. Construct improvements on EOTEC real property and assist Umatilla County and the City of Hermiston in constructing EOTEC including bidding and construction if requested.
 - h. Purchase personal property from the Umatilla County Fair Board and Umatilla County to be used for EOTEC and Umatilla County Fair purposes and other purposes.
 - i. Purchase personal property from Farm City Pro Rodeo, Inc. to be used for EOTEC and Farm City Pro Rodeo purposes and other purposes.
 - j. As allowed by Oregon Revised Statute 190.080, the Board may:
 - i. Issue revenue bonds under ORS chapter 287A or enter into financing agreements authorized under ORS 271.390 to accomplish the public purposes of the parties if after a public hearing the governing body of Umatilla County and the City of Hermiston approves by resolution or order, the issuance of the revenue bonds or entering into the financing agreement.
 - ii. Enter into agreements with vendors, trustees, or escrow agents for the installment purchase or lease, with option to purchase, of real or personal property if the period of time allowed for payment under an agreement does not exceed 20 years. This provision shall take precedence over all contract agreements herein.
 - iii. Adopt all rules necessary to carry out its powers and duties under the intergovernmental agreement.
 - iv. Except as provided in ORS 190.083, the Board may not levy taxes or issue general obligation bonds.
 - v. Procure necessary and appropriate insurance to protect the entity, its property, its employees and its Board from various risks.
 - vi. To have and exercise all rights and powers necessary to carry out the purposes and intents of this agreement, including any rights and powers incidental to or implied from the specific powers granted to the entity by this agreement.
 - k. Manage an RV park owned by Umatilla County on terms established in agreements between the Authority and Umatilla County.
6. **Structure and Operation of Board.** The Board of Directors of the Authority shall be structured and operate as follows:
- a. Within one month from the effective date of this agreement the Directors shall meet at a time, date and place called by Director Chet Prior, and a Chairperson, Vice-Chairperson, and a Secretary-Treasurer shall be elected from the Board. These officers shall have the following duties:
 - i. The Chairperson shall preside over all meetings of the Board of Directors and control the day to day operations of the Authority and its agents and employees.
 - ii. The Vice-Chairperson shall serve as Chairperson in the absence or unavailability of the Chairperson.
 - iii. The Secretary-Treasurer shall be responsible for keeping the books, records and funds of the Authority unless otherwise provided for by the Board of Directors or this Agreement.
 - b. The Board of Directors shall meet at least every two months at a time, date and place designated by the Chairperson. It shall also meet when special meetings are called by the Chairperson or by two or more Directors, and those meetings shall be held at the time, date and place designated in the notice of meeting. At least five days advance notice shall be given for regular meetings and at least three days for special meetings.
 - c. Notices of Board meetings may be given to the Directors' email address, residence address, business address, or regularly used fax number.
 - d. Notices of the meetings shall be given to the public as required by Oregon law.
 - e. A vote of at least four Directors is required for the approval of any action by the Board of Directors.
 - f. The attendance of any Director at a meeting or his written consent to the holding of the meeting shall constitute a waiver of the notice provisions contained herein, unless he objects to the holding of the meeting at its beginning.

- g. All funds of the corporation shall be under the supervision of the Board of Directors and shall be handled and disposed of in such manner and by such officers or agents of the Authority as the Board of Directors might authorize by proper resolutions.
 - h. The Board of Directors shall at all times make all of their books and records available to Umatilla County and the City of Hermiston as they might individually or jointly direct, and shall issue reports to them as they might request.
 - i. The Board of Directors shall have the right to make additional rules and regulations for the operation of the Authority not inconsistent with this Agreement or Oregon law.
7. **Contribution of Funds.** If any funds are necessary for the operation or expenses of the Authority, Umatilla County and the City of Hermiston shall equally contribute those funds. However, no party shall have any obligation to make any contribution whatsoever unless both parties agree to the contributions. However, either party may at its sole discretion, make a unilateral contribution of funds for the operation or expenses of the Authority.
 8. **Liability.** As provided by ORS 190.080(3), the debts, liabilities and obligations of the Authority shall be jointly and severally the debts, liabilities and obligations of Umatilla County and the City of Hermiston, except as otherwise set forth in this agreement.
 9. **Insurance to be Acquired.** The Authority shall acquire good and sufficient insurance to protect the EOTEC Authority and its property, employees, and its directors from various risks.
 10. **Duration of Agreement; Termination.** This agreement shall be perpetual, but either party may terminate it by giving the other party at least one year written notice that this agreement is to be terminated, with the termination date to be between December 1 of one year and February 1 of the next year. Upon one party giving notice of termination and specifying a termination date, the EOTEC Authority shall be dissolved on the specified termination date according to the terms and conditions set forth in this agreement.
 11. **Ownership of Real and Personal Property Upon Dissolution.** As provided by ORS 190.080(5), upon dissolution of the EOTEC Authority, title to all of its assets shall vest in Umatilla County and the City of Hermiston. The parties agree that said ownership shall be in equal shares unless otherwise agreed upon in signed modifications to this agreement specifying the circumstances of ownership and other matters relevant to that ownership.
 12. **Disposal of Assets and Liabilities upon Dissolution.**
 - a. Upon the termination of this agreement the Authority shall be dissolved on the specified termination date and all of the Authority's assets, including any real property owned by the Authority and real property interests held in the joint names of Umatilla County and the City of Hermiston and used by the Authority, shall be disposed of in a sale by auction where only Umatilla County and the City of Hermiston are the bidders and all of the assets and real property and liabilities of the Authority are sold together as one unit. If both parties agree in a signed writing, all of said real and personal property may be disposed of other than as set forth herein.
 - b. To accomplish this sale the parties shall appoint and equally pay for a Referee who shall be an attorney licensed by the State of Oregon. If the parties cannot agree upon a Referee within 45 days, then the parties shall ask the Port of Umatilla to appoint the Referee. If the Port of Umatilla does not appoint a Referee, then the Referee shall be appointed by the Umatilla County Circuit Court pursuant to an action filed for equitable relief. Except as otherwise agreed upon herein, the Referee shall have all of the powers and rights of a Referee under the Oregon Rules of Civil Procedure. Each party shall pay for one half of the Referee's reasonable fees which shall be 115% of his regularly hourly rate as an attorney for time actually and necessarily incurred plus his costs, expenses, including any experts, accountants, and experts he reasonably deems it necessary to employ. The parties can negotiate a lower fee with the Referee if they both agree and the Referee agrees.
 - c. On the termination/dissolution date the Referee shall hold an auction of all of the assets and liabilities of the Authority, and any Umatilla County and the City of Hermiston owned jointly for EOTEC purposes, to the highest bidder between Umatilla County and the City of Hermiston.
 - d. In this sale, the Referee shall sell together in one sale as a single unit, all of the Authority's assets and liabilities, along with all real property owned jointly by Umatilla County and the City of Hermiston and used for EOTEC purposes, with the winning bidder obligated to assume, pay off and hold the other party harmless on all of the known liabilities of the Authority specifically described by the Referee in the sale as of the dissolution date.

- e. Within eighteen months from the date of the auction, the winning bidder shall pay the other party the purchase price which shall be equal to 50% of the purchase price bid at the auction, plus interest on that sum from the date of the auction to the date of payment equal to the lowest commercial lending rate charged by the bank the seller banked with at the time of the auction. If the purchase price is not paid within eighteen months, then after the eighteenth month the interest rate shall increase to four percent (4%) over the initial interest rate.
- f. If the buyer does not pay the purchase price within 18 months, the seller shall be entitled to any and all remedies under this agreement and Oregon law to collect the monies due. In any legal action filed to collect the monies due the prevailing party shall be entitled to all of its attorney's fees, costs and expenses, including deposition expenses, at trial, in arbitration and on appeal.
- g. If the parties' ownership of the Authority's assets is other than equal as set forth in written modifications to this agreement, then the purchase price to be paid by the successful bidder shall be equitably adjusted to take that into account.
- h. The amount and nature of the known liabilities of EOTEC shall be determined by the Referee before the auction, and both parties shall use those liabilities in their bidding as the buyer must assume them all.
- i. Title and possession to all of the real and personal property shall immediately pass to the winning bidder upon the sale, and the seller shall immediately provide the buyer with a good and sufficient warranty deed and bill of sale, conveying the property free and clear of all liens and encumbrances except for those assumed by the buyer and subject to exceptions of title which do not materially affect the marketability of title to the real property.
- j. At least 45 days prior to the auction date the Referee shall provide to both parties a preliminary title report on the real property and copies of all exceptions. Upon conveyance of the warranty deed, the Referee shall provide the buyer with an owner's policy of title insurance for the full purchase price, showing the buyer as the owner of the real property in fee, subject only to exceptions of record which do not materially affect the marketability of title. The cost of the title policy and the cost to remove any exceptions shall be costs and expenses of the Referee and paid for equally by both parties. The Referee may take reasonable measures to remove any exceptions of title which should be removed due to the terms of this agreement. The Referee shall not be responsible for the status of title or of removing any exceptions.
- k. At the same time that the deed and bill of sale are delivered to the buyer, a mortgage and a security agreement in standard forms as determined by the Referee, shall be given by the buyer to the seller to secure the payment of the purchase price, with all of the property subject to the sale as collateral to secure the payment of the purchase price and all other obligations in the agreement. Said mortgage and security agreement shall provide that if the full purchase price is not paid within said 18 months, then the holder shall have all of the rights and remedies of the mortgage and security interest holder in the instruments, including but not limited to have the property foreclosed upon and sold to satisfy the sums due. And as agreed above, the seller shall be entitled to file suit against the buyer to collect the purchase price and unpaid interest.
- l. This method of selling the Authority's real property and personal property owned by Umatilla County and the City of Hermiston for EOTEC purposes shall take precedence over any Oregon laws or statutes, including but not limited to statutes generally know as partition statutes--those statutes being specifically waived.

B

Agreements Concerning Real Property and Facilities for EOTEC Authority

1. **Sale of Fair Grounds to Hermiston School District for \$3,000,000; Lease Back of Grounds.** If Umatilla County elects to sell the existing fair grounds in Hermiston to the Hermiston School District on terms and conditions acceptable to Umatilla County in its sole opinion and discretion, and only then, Umatilla County shall sell the fair grounds to the Hermiston School District for \$3,000,000 and other terms and conditions acceptable to Umatilla County including a lease back of the fairgrounds on terms acceptable to the Umatilla County through December 31, 2016.

2. **Payment of \$3,000,000 to EOTEC Authority.** After the closing of the sale of the fair grounds, and after EOTEC has in place proper fiscal controls acceptable to Umatilla County for its operation and the construction of EOTEC, Umatilla County shall pay the \$3,000,000 acquired from the sale of the fair grounds to the EOTEC Authority, and the Authority shall use those funds for the construction, maintenance and operation of EOTEC facilities and improvements and other necessary EOTEC Authority expenses.
3. **City of Hermiston Conveyance of 75 Acres to EOTEC.** After Umatilla County has sold the fair grounds to the Hermiston School District and is prepared to pay the \$3,000,000 to the EOTEC Authority for use of those funds for the construction, maintenance and operation of EOTEC, the City of Hermiston shall convey the 75 acre airport property to EOTEC. Said real property shall be conveyed to EOTEC free and clear of all liens and encumbrances, but subject to all exceptions of record which do not materially affect the marketability of title. No title insurance shall be provided in said sale.
4. **City of Hermiston Provision of Sewer, Water and Access.** After Umatilla County has paid the \$3,000,000 to EOTEC, and the City of Hermiston has conveyed the 75 acres to EOTEC, the City of Hermiston agrees that it will within two years, provide good and sufficient sewer, water and legal access to the edge of the 75 acre site sufficient to service the contemplated EOTEC facilities and a contemplated 5 acre RV park to be owned by Umatilla County adjacent to the Center.
5. **Work with City of Hermiston for the use of State of Oregon Lottery Money Allocated to the City of Hermiston to Acquire and Construct EOTEC Facilities.** The EOTEC Authority shall work with the City of Hermiston in the use and expenditure of the State of Oregon Lottery funds allocated to the City of Hermiston for the acquisition and construction of EOTEC facilities.
6. **Conveyance of Property to Umatilla County for RV Park.** If Umatilla County believes it can get State funding to build an RV park on part of the 75 acres, upon mutually agreed upon terms, the EOTEC Authority shall convey up to 5 acres of the EOTEC property to Umatilla County for the construction of such a facility. If this RV park is not built within 5 years of conveyance, Umatilla County shall convey the 5 acres back to EOTEC. The City of Hermiston approves the conveyances of this property by the EOTEC Authority. No title insurance is to be given in the conveyance.
7. **Construction of Facilities Suitable for Umatilla County Fair and Farm City Pro Rodeo.** Upon the conveyance of the 75 acre airport site to the EOTEC Authority, the Authority shall to the best of its ability, including its financial ability, construct facilities on the site suitable for the holding of the Umatilla County Fair and the Farm City Pro Rodeo. The EOTEC Authority shall negotiate with the Umatilla County Fair Board to lease it facilities appropriate for the Umatilla County Fair, and with Farm City Pro Rodeo, Inc. to lease it appropriate facilities for the Farm City Pro Rodeo.

C
Other Agreements

1. **Entire Agreement.** This writing contains the entire agreement of the parties concerning the matters in this writing. There are no other agreements between the parties concerning these matters, be they written, oral or otherwise.
2. **Modifications.** This agreement may only be modified by a writing signed by all the parties. When modifications of this agreement are made, they should be labeled First, Second, Third, Etc.; modifications with a specified date of the modification, so it is clear what constitutes this agreement and all its modifications and when they were made. Additionally, all modifications shall specifically identify this initial agreement and all prior modifications by their number and date. All modifications of this agreement shall be recorded as agreed upon below.
3. **Recording of Agreement and Modifications.** So the terms and conditions of this agreement and its modifications are known and of public record, this agreement and all modifications to it shall be recorded in the Official Records of Umatilla County.
4. **Waiver.** The failure of a party to insist upon strict or timely payment or performance of any duty or obligation in this agreement shall not be a waiver or relinquishment of any right, but that right shall remain in full force and effect.
5. **Captions.** The captions in this agreement are only for reference and shall not limit or modify any provisions in this agreement.

6. **Neutral Construction.** The parties acknowledge and agree that this agreement has been negotiated with each party having the opportunity to consult with legal counsel and to negotiate its terms and accordingly this agreement will be construed without regard to which party drafted all or part of this agreement.
7. **Person Drafting Agreement.** The person initially drafting this agreement, George Anderson, who is an attorney, only drafted the initial draft of this agreement as a concerned citizen and not as an attorney representing Umatilla County, the City of Hermiston, the informally constituted EOTEC Steering Committee, or anyone else. Both parties acknowledge that their own independent legal counsel have reviewed and approved this agreement prior to its approval.
8. **County Counsel and City Counsel Acting Legal Counsel for Authority.** The parties agree that the County legal counsel and/or City legal counsel may from time to time act as the legal counsel for the Authority. When that occurs both parties consent and agree to that representation and waive any conflicts which that legal counsel might have in representing the Authority.

READ AND AGREED TO:

UMATILLA COUNTY, a Governmental Subdivision of the State of Oregon, By:

W. Lawrence Givens

W. Lawrence Givens, Chairman and Commissioner

Date: March 15, 2012

Dennis D. Doherty

Dennis D. Doherty, Commissioner

Date: March 15 2012

William S. Hansell

William S. Hansell, Commissioner

Date: March 15, 2012

CITY OF HERMISTON, an Oregon Municipal Corporation, By:

Robert E. Severson

Robert E. Severson, Mayor

Date: 03/15, 2012

Edward Brookshier

Edward Brookshier, City Manager

Date: 3-15, 2012

STATE OF OREGON, COUNTY OF UMATILLA) sis

On March 15, 2012, personally appeared before me W. Lawrence Givens, Chairman of the Umatilla County Board of Commissioners and a Umatilla County Commissioner; and Dennis D. Doherty and Williams S. Hansell Umatilla County Commissioner; all on behalf of Umatilla County; and acknowledged it to be their voluntary act and deed, and that of Umatilla County, a governmental subdivision of the State of Oregon.

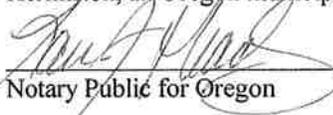
Laura J. Headley
Notary Public for Oregon

NOTARY SEAL



STATE OF OREGON, COUNTY OF UMATILLA) ss

On March 15, 2012, personally appeared before me Robert E. Severson, Mayor of the City of Hermiston, and Edward Brookshier, City Manager of the City of Hermiston. both on behalf of the City of Hermiston, an Oregon Municipal Corporation, and acknowledged it to be their voluntary act and deed, and that of the City of Hermiston, an Oregon municipal corporation.



Notary Public for Oregon NOTARY SEAL



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