



PO Box 285 • Dallesport • Washington • 98617-0285

• Airport Management • 509-767-2272

[airporttd@gorge.net](mailto:airporttd@gorge.net)

**REGIONAL AIRPORT BOARD  
OF THE  
COLUMBIA GORGE REGIONAL AIRPORT**

(Established cooperatively between the City of The Dalles, Oregon and Klickitat County, Washington)

Wednesday, May 8, 2013 @ 7:00am

Meeting to be Held at the Airport Terminal in Dallesport, WA

- I. Call to Order**
- II. Roll Call**
- III. Approval of the Agenda**
- IV. Approval of Minutes: April 19, 2013**
- V. Public Comments (items not on the Agenda)**
- VI. Board Member Comments (items not on the Agenda)**
- VII. Discussion Items**
  - A. Business Park Update**
  - B. Emergency Response Plan**
  - C. Runway 31-13 Update**
- VIII. Action Items**
  - A. Management Contract Renewal**
- IX. Manager Report - Aeronautical Management, Inc.**
  - A. April Budget Report**
  - B. Additional Topics**
- X. Next Meeting Date: June 21, 2013**
- X. Adjournment**

## **AIRPORT MANAGEMENT AGREEMENT**

THIS AGREEMENT is made and entered into by and between the CITY OF THE DALLES, an Oregon municipal corporation, hereinafter referred to as "CITY," and KLICKITAT COUNTY, a municipal corporation of the State of Washington, hereinafter referred to as "COUNTY," and AERONAUTICAL MANAGEMENT, INC., an Oregon corporation, hereinafter referred to as "CONTRACTOR," for the provision of services by CONTRACTOR to CITY and COUNTY for performing the duties of Airport management of the Columbia Regional Airport located in Dallesport, Washington.

IN CONSIDERATION of the mutual covenants and promises between the parties hereto, it is hereby agreed that the Contractor shall furnish management services for the Columbia Gorge Regional Airport (CGRA) and the City and County shall make payment for the same, all in accordance with the terms and conditions set forth in this Agreement, including all attachments and addenda which are appended hereto by mutual agreement of the parties.

CITY and COUNTY and CONTRACTOR agree as follows:

### **1. CONTRACTOR'S DUTIES**

1.1 The Contractor agrees to perform the following management services in support of the CGRA Board in its obligation to operate the Airport on behalf of the City and County consistent with the Joint Operating Agreement between the City of The Dalles and Klickitat County dated November 1, 2002, a copy of which is attached as Exhibit B. It is understood that Contractor shall perform approximately 2,000 hours per year in the performance of the duties required under this Agreement.

1.2 Within the time of 2,000 hours per year, the Contractor shall work to perform the

functions and duties listed on Exhibit "A", which is attached hereto and included by reference. Such duties may be modified or changed during the term of this Agreement upon the prior written consent of the City and County with input from the Contractor.

**2. CITY AND COUNTY DUTIES**

2.1 In accordance with the terms and conditions of this agreement, the City and County shall, as part of the operational cost of CGRA, compensate the Contractor for its management services outlined in Article 1 herein as follows:

2.1.1 The City and County shall pay to Contractor the sum of \$8,200 per month ("monthly fee"), effective July 1, 2013, and additional compensation in accordance with the following schedule:

- a) For the rental of any hangar not identified in Exhibit C, an amount equal to ten percent (10%) of the monthly rental amount established in the lease agreement, from the date of execution of the lease agreement, for a period not to exceed three years, subject to the following provisions:
  - 1. Payments for additional compensation shall be made to the Contractor only after the monthly rental payment has been received by the City and County.
  - 2. If the rental agreement for the hangar is terminated prior to the scheduled expiration of the lease agreement, the obligation to pay additional compensation to the Contractor shall end with the termination of the lease agreement.
  
- b) For development generated primarily or solely as a result of the Contractor's efforts, excluding the proposed Sundoon golf course project, but including leasing of hangars associated with the development, an

amount equal to ten percent (10%) of the rental or compensation received by the City and County, for a period equivalent to the initial ten (10) years of the development agreement. For a development including the leasing of hangars, Contractor shall receive additional compensation only as provided in this subsection, and shall not be entitled to any additional compensation under Section 2.1.1(a) for the leasing of hangars. In the event a development agreement described in this subsection is subject to the provisions of the policy set forth in Exhibit D, then the amount of additional compensation described in this subsection shall be reduced from ten percent (10%) to seven percent (7%) of the rental or compensation received by the City and County, with the amount of three percent (3%) to be used to pay the broker's commission.

- c) For the transfer of a property interest in Airport property except the Meadows property (refer to attached legal description for Tract 2) and Bluff property (refer to attached legal description for Tract 3) during the term of this Agreement and any extension of this Agreement, an amount equal to ten percent (10%) of the compensation received by the City and County for the transfer of the property interest. In the event that either the Meadows property or the Bluff Property is not sold to the developer of the Sundoon Project, and the Contractor negotiates a lease agreement or sale of either one or both of the properties at the request of the City and County, then the Contractor shall be entitled to receive an amount equal to ten percent (10%) of the rental amount paid during the first ten years of any lease agreement, or ten percent (10%) of the amount of the

compensation paid for the purchase of the Bluff or Meadows property. In the event a transaction for the transfer of a property interest as described in this subsection is subject to the provisions of the policy set forth in Exhibit D, then the amount of additional compensation described in this subsection shall be reduced from ten percent (10%) to seven percent (7%) of the total purchase price received by the City and County, with the amount of three percent (3%) to be used to pay the broker's commission.

Leases for all land and facilities listed in Exhibit "C" are excluded from the provisions of Section 2.1.1(a). The intent of Section 2.1.1 is to provide an incentive to the Contractor for development which they generate at the Airport. Lease extensions (which will be broadly interpreted in its meaning) will not be considered new lease agreements eligible for the ten percent (10%) additional compensation. The parties acknowledge and agree that the hangar leases which have one year terms subject to the annual renewal are subject to the provision for additional compensation set forth in Section 2.1.1(a).

Payments are to be made to the Contractor only after the lease payment or the compensation for the property interest has been received by the City and County, and such payments are subject to any licensing requirements of the State of Washington which may be needed for Contractor to be eligible to receive the additional compensation. The payment of the monthly fee shall be due by the 10<sup>th</sup> of each month for the following month, with the final payment to be made on the 10<sup>th</sup> of the month following termination of this Agreement, except for any additional compensation that may continue beyond the end of this Agreement as provided for in Section 2.1.2.

2.1.2 Upon termination of this Agreement by the City and County for any reason other than gross negligence, a wrongful intentional act, or breach of this Agreement committed

by the Contractor (which breach is not remedied pursuant to this Agreement), the Contractor shall be paid monthly an amount equal to ten percent (10%) of the monthly rent or ten percent (10%) of the compensation for the transfer of a property interest, as defined in Section 2.1.1, for money received from the remaining period of eligible leases, development agreements, or property interest transfers, subject to the reduction of compensation to pay for the broker's commission as set forth in Section 2.1.1. In the case of the hangar leases which have one year terms subject to annual renewal, the obligation to pay the additional compensation shall end when that lease agreement is scheduled to expire at the end of the one year term, and shall not continue even if the hangar lease is renewed by the City and County.

2.1.3 If the Contractor chooses to terminate this Agreement, as allowed for in section 4.7 of this Agreement, the obligation to pay additional compensation shall be terminated.

2.1.4 Beginning on July 1, 2014, the monthly fee as specified in 2.1.1 above shall increase each July 1 of each successive year by the amount of increase in the Consumer Price Index CPI" during the previous 12 months as measured by the United States Department of Labor as measured for All Urban Consumers.

2.1.5 City and County will provide and pay for as allowed by budget constraints, office space, office equipment, including but not limited to a desk, work table, conference table and chairs, sufficient locking file cabinets, fax machines, telephone with digital voice mail, internet connection and copy machine all to be located at the airport, aviation radios and other reasonable office supplies to allow Contractor to perform the management services set forth in this Agreement. In addition, City and County, with Contractor's input, will establish a budget as allowed under Exhibit B and pay for reasonable expenses incurred by Contractor in traveling to activities directly related to the performance of Contractor's duties under this contract.

### 3. GENERAL PROVISIONS

3.1 All work performed pursuant to this Agreement shall be performed according to the terms and conditions of this Agreement. Nothing in this Agreement shall be interpreted in a manner that prevents Contractor from performing other work or from receiving additional compensation for work performed for the City of The Dalles and/or Klickitat County, or other parties related to CGRA; provided that the performance of such other work does not interfere with Contractor's performance of its duties and responsibilities under this Agreement.

3.2 This Agreement and any attachments represent the entire and integrated agreement between the City, County, and the Contractor and supersede all prior negotiations, representations, or agreements, either written or oral. This Agreement may be amended by written instrument signed by the City, County, and the Contractor. Amendments shall automatically become part of the Supporting Documents, and shall supersede any inconsistent provision therein; provided, however, that any apparent inconsistency shall be resolved, if possible, by construing the provisions as mutually complementary and supplementary.

3.3 This Agreement shall be governed by the laws of the State of Washington. Any proceeding to enforce the provisions of this agreement shall be filed in a court of competent jurisdiction in Klickitat County, Washington.

3.4 Neither party shall hold the other responsible for damages or delay in performance caused by acts of God, strikes, lockouts, accidents, or other events beyond the control of the other or the other's employees and agents.

3.5 In the event any provision of this Agreement shall be held to be invalid and unenforceable, the remaining provisions shall be valid and binding upon the parties. One or more waivers by either party of any provision, term, condition, or covenant shall not be construed by the other party as a waiver of a subsequent breach of the same by the other party.

3.6 No oral order, objection, claim, or notice by any party to the other shall affect or modify any of the terms or obligations contained in this Agreement, and none of the provisions of this Agreement shall be held to be waived or modified by reason of any act whatsoever, other than by a definitely agreed waiver or modification thereof in writing signed by the City, County, and the Contractor. No evidence of modification or waiver other than evidence of any such written notice, waiver, or modification shall be introduced in any proceeding.

3.7 In the performance of the work, duties, and obligations required of Contractor under this Agreement, it is mutually understood and agreed that Contractor is at all times acting and performing as an independent contractor. No relationship of employer/employee is created by this Agreement. City and County shall neither have nor exercise any control over the methods by which the Contractor shall perform its work and functions. The sole interest and responsibility of the City and County is to assure that the services covered by this Agreement shall be performed and rendered in a competent, efficient and satisfactory manner. The Contractor shall not have claims under this Agreement or otherwise against the City and County for vacation pay, sick leave, retirement benefits, Social Security benefits, Workmen's Compensation benefits, unemployment or other employee benefits of any kind.

#### **4. SPECIAL PROVISIONS**

The CITY, COUNTY, and CONTRACTOR agree that:

4.1 The initial term of this agreement shall be for five years and shall commence on July 1, 2013, and continue until June 30, 2018. This Agreement may be extended for an additional term of three years beginning July 1, 2018, provided the parties are able to mutually agree upon all terms for an extension of this Agreement. In the event the parties are not able to mutually agree upon the terms of an extension, this Agreement shall expire effective June 30, 2018, unless the Agreement is terminated sooner pursuant to the provisions of this Agreement.

4.2. Notices relating to this Agreement shall be given:

- A. To the CITY: Nolan Young  
City Manager  
313 Court Street  
The Dalles, Oregon 97058
- B. To the COUNTY: Chairman  
Klickitat County  
Board of County Commissioners  
205 S. Columbus Avenue  
Room 103, MS-CH-04  
Goldendale, WA 98620
- C. To the CONTRACTOR: Aeronautical Management, Inc.  
P.O. Box 557  
The Dalles, OR 97058

4.3 **MEDIATION**

Any party aggrieved by a breach of the provisions of this Agreement may bring an action at law or a suit in equity to obtain redress, including specific performance, injunctive relief, or any other available equitable remedy. However, the parties hereto agree that except for a suit in equity to maintain the status quo until all issues involving this Agreement are resolved between them, no party will bring an action at law until that party has made a good faith effort to mediate any issues with the other parties hereto. Time and strict performance are of the essence of this Agreement. Such remedies shall be cumulative and not exclusive, and shall be in addition to any other remedy, which the parties may have.

4.4 **NOTICE OF DEFAULT**

If the County or City believes that Contractor has failed to properly perform any of the Contractor's obligations under this Agreement and Contractor is in default of this Agreement, City or County shall provide 30 days written notice to Contractor specifying the nature of the default with reasonable particularity. If Contractor is in default and the default is of such a nature that it cannot be completely remedied within the 30-day period, Contractor shall be

deemed to have remedied the default if Contractor begins correction of the default within the 30-day period and thereafter proceeds with reasonable diligence and in good faith to effect the remedy as soon as practicable.

#### **4.5 INDEMNIFICATION AND INSURANCE**

4.5.1 Contractor shall defend, indemnify and hold harmless the City, County, their officers employees, and volunteers, from any and all claims, injuries, damages, losses or suits including attorney fees, arising out of or in connection with the performance of this Agreement, except for injuries caused by the sole negligence of the County or the City. Damages caused by the Contractor in the performance of this Agreement due to Contractor's sole negligence or gross negligence are the sole responsibility of the Contractor who will indemnify, defend and hold harmless the City and County for such damages, costs and defense costs.

Should a court of competent jurisdiction determine that this Agreement is subject to RCW 4.24.115 or comparative negligence as determined by a court, that in the event of liability for damages arising out of bodily injury to person or damages to property causing or resulting from concurrent negligence of the Contractor and the City or the County, or their officers, officials, employees, and volunteers, the Contractor's liability hereunder shall be only to the extent of the Contractor's negligence. It is further specifically and expressly understood that the indemnification provided herein constitute the Contractor's waiver of immunity under Industrial Insurance, Title 51 RCW, solely for the purposes of this indemnification. This waiver has been mutually negotiated by the parties. The provisions of this section shall survive the expiration of the termination of this Agreement.

4.5.2 City and County agree to defend, indemnify and hold harmless the Contractor, its agents, officers and employees against all suits or claims that may be based on any injury to persons or property that is the result of a negligent act or an act of willful conduct of the City or

County, or their agents, officers or employees. City and County agree to defend, indemnify and hold harmless the Contractor, its agents, officers and employees against a suit or claim arising from or related to an action or decision of the Contractor which has been approved or ratified by the Board, the City, or the County.

Should a court of competent jurisdiction determine that this Agreement is subject to RCW 4.24.115 or comparative negligence as determined by a court, that in the event of liability for damages arising out of bodily injury to person or damages to property causing or resulting from concurrent negligence of the Contractor and the City or the County, or their officers, officials, employees, and volunteers, the Contractor's liability hereunder shall be only to the extent of the Contractor's negligence. It is further specifically and expressly understood that the indemnification provided herein constitute the Contractor's waiver of immunity under Industrial Insurance, Title 51 RCW, solely for the purposes of this indemnification. This waiver has been mutually negotiated by the parties. The provisions of this section shall survive the expiration of the termination of this Agreement.

4.5.3 City and County agree to include the Contractor as an additional named insured under the insurance policy providing liability coverage for the airport operations.

#### 4.6 **ASSIGNMENT CLAUSE**

The Contractor cannot assign or sub-contract the services covered by this Agreement unless approved by the City and County. It is understood that the team assigned to this Agreement by Aeronautical Management, Inc. shall be Chuck Covert, and Rolf Anderson. The members of this team will not change unless consented to by the City and County, which consent shall not be unreasonably withheld.

#### 4.7 **TERMINATION OF CONTRACT**

4.7.1 This Agreement may be terminated by the City and County for cause for

Contractor's failure to cure a default under Section 4.4 upon thirty (30) days written notice to Contractor. This Agreement may be terminated by the City and County for the City and County's convenience upon six (6) months advance written notice to Contractor.

4.7.2 The Contractor may terminate this Agreement for its convenience upon giving six (6) months advance written notice to the City and County. City and County reserve the right to allow Contractor to terminate this Agreement upon less than six (6) months advance written notice.

4.7.3 After receiving notice of termination under the provisions of Section 4.7.1 and except as otherwise directed by the City and County, the Contractor shall: (a) Stop work under the agreement on the date and to the extent specified in the notice; (b) place no further orders or subcontracts for materials, services, or facilities except as necessary to complete such portion of the work not terminated; (c) Assign to the City and County to the extent directed by the City and County all rights, titles, and interest of the Contractor which arise from this Agreement, amendments and subcontracts and the City and County shall have the right to settle or pay any and all claims arising under these contract amendments and subcontracts; (d) settle all outstanding liabilities and claims arising out of any orders or subcontracts with the approval or ratification of the City and County to the extent the City and County may require approval or ratification of which shall be final; (e) transfer to the City and County and deliver as directed by the City and County any property which if the Agreement had been completed would have been required to be furnished to the City and County; (f) complete performance of such part of the work which has not been terminated by the City and County; and (g) take such action as may be necessary or as the City and County may direct for the protection and preservation of property relating to the Agreement which is in the possession of Contractor and in which the City and County has or may acquire an interest.

IN WITNESS WHEREOF the parties have caused this Agreement to be signed by their  
duly authorized representatives as of this \_\_\_\_\_ day of \_\_\_\_\_, 2013.

CITY OF THE DALLES

BOARD OF COUNTY COMMISSIONERS  
KLICKITAT COUNTY, WASHINGTON

By: \_\_\_\_\_  
Nolan K. Young, City Manager

\_\_\_\_\_  
Dave Sauter, Chairman

Attest: \_\_\_\_\_  
Julie Krueger, MMC, City Clerk

\_\_\_\_\_  
Rex F. Johnston, Commissioner

Approved as to form:

\_\_\_\_\_  
Jim Sizemore, Commissioner

\_\_\_\_\_  
Gene E. Parker, City Attorney

Attest: \_\_\_\_\_  
Crystal McEwen, Clerk of the Board

AERONAUTICAL MANAGEMENT, INC.

Approved as to form:

By: \_\_\_\_\_  
Rolf Anderson

\_\_\_\_\_  
Prosecuting Attorney

\_\_\_\_\_  
Chuck Covert

# Scope of Work

(July 1, 2013)

**Title:** Airport Management Team

**Employer:** Columbia Gorge Regional Airport

## **Duties and Responsibilities:**

*(Airport refers to Columbia Gorge Regional Airport)*

*(Board refers to the seven-member Columbia Gorge Regional Airport Board)*

*(Managers refers to Aeronautical Management, Inc.)*

*(City Representative refers to The Dalles City Manager or Manager's Designee)*

*(County Representative refers to the Klickitat County Commissioner on the Board or their Designee)*

### **Section 1: Administrative Structure and Responsibilities**

The Managers work under the general direction of the Board. The Managers also work in coordination with the City and County representatives who have general contract oversight of the Airport's Intergovernmental Agreement, Airport Management Agreement, and FBO Contract.

### **Section 2: Airport Operations**

- A) The Managers will make themselves available as is reasonable, for contact by the public either by phone or in person at the airport office. The Manager's presence at the airport will be significant enough to avail the Managers opportunities to assess the condition of the airport and to conduct airport business. It is assumed that there will be some presence on site most business days.
- B) The Managers will monitor airport operation and activities, which includes but is not limited to, NOTAMS, weather information systems, bird control, animal incursions, and other safety issues.

### **Section 3: Budget**

- A) The Managers will assist in the preparation of the Airport budget and be responsible for monitoring revenues, expenditures, and obligations. The Manager

## Exhibit "A"

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will also adhere to the Purchasing Policy Document as provided by the City of The Dalles.

### **Section 4: Regulatory Agencies**

- A) The Managers will use the FAA, Oregon Aeronautics, and Washington Aeronautics as a resource to ensure activities at the Airport are in compliance with regulations. These resources will be used, if available, for development, maintenance and any projects that will enhance Airport operations.
- B) The Managers will monitor State and Federal legislative activity pertaining to the Airport and become involved as directed by the Board.

### **Section 5: Maintenance and Construction**

- A) The Managers will be the project manager on all construction projects at the Airport unless otherwise directed by the Board. This will include bid preparation and subsequent compliance by the contractor.
- B) The Managers will be responsible for maintaining Airport property under his control which may include, but is not limited to fences, gates, airport lighting, structures, fueling systems, signs, painted markings, weather information systems, vegetation, and wind direction indicators is maintained by appropriate entities subject to the Airport budget.
- C) The Managers will be responsible for conducting inspections of runways, taxiways, drainage systems, signs, markings, and airport lighting for evidence of deterioration, functionality, and safety issues.

### **Section 6: Leases**

- A) The Managers will negotiate and administer Airport leases and review them for compliance. The Manager will be the primary contact between the Airport and the Fixed Base Operator (FBO), which may include receiving the FBO's report and incorporating it into the Manager's monthly report to the Board.

### **Section 7: Marketing and Development**

- A) The Managers will implement a marketing plan when it is adopted by the Board and will promote growth at the Airport through marketing and development strategies as directed by the Board. In such work the Manager will cooperate with, and use, the resources of Klickitat County Economic Development Office and the City of The Dalles Community Development Department office to achieve the desired goal of airport growth.

## Exhibit "A"

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- B) The Managers will also review and implement the Airport Master Plan/Airport Layout Plan.
- C) The Managers will pursue grant opportunities and prepare grant applications.
- D) The Managers will work to broaden political, technical, and financial support for the Airport.

### **Section 8: Administration**

- A) The Managers shall be responsible for having minutes taken at all Board Meetings and maintaining record of all Board activities, including but not limited to Agendas, notice of meetings, minutes, and correspondence.
- B) The Managers will be responsible for maintaining Airport records and filing systems and all other administrative functions pertaining to the Manager's office.
- C) The Managers will work with the City of The Dalles Finance Manager on financial issues and transactions.
- D) The Managers will attend Board meetings and provide a monthly report to the Board on Airport activities.
- E) The Managers in consultation with the Board Chair, the City and County representatives will be responsible for preparing the Agenda for the Airport Board meeting and will provide a report on action and discussion items as required.
- F) The Managers will attend meetings and conferences pertaining to management and operation of Airport and be reimbursed for reasonable expenses incurred in such travel.

### **Section 9: Emergencies**

- A) The Managers will be notified of all accidents on airport property and keep appropriate records.
- B) The Managers will be notified of incidents involving acts of nature or any other damage to airport property and make appropriate decisions or recommendations as to the continued safe use of the Airport.
- C) In the case of accidents involving serious injury or fatalities, the Managers will be immediately notified and respond if necessary to provide assistance to the emergency agencies, as well as obtain preliminary information.

**Section 10: Work Schedule**

- A) The Managers will work a schedule that best meets the needs of the Airport as approved by the Board.

**Section 11: Special Assignments**

- A) The Managers from time to time may be assigned additional tasks or responsibilities that can be accomplished within the time allotted under the contract.

## EXHIBIT "D"

### COLUMBIA GORGE REGIONAL AIRPORT BOARD POLICY FOR COMPENSATION OF REAL ESTATE BROKERS

Pursuant to Section 12.9 of the November 1, 2002 Joint Operating Agreement for the Columbia Gorge Regional Airport, the Airport Board is authorized to develop policies concerning land at the Airport. The Airport Board desires to adopt guidelines setting forth the conditions and circumstances under which a licensed real estate broker may be entitled to compensation for services rendered in connection with a transaction involving land at the Airport.

For a transaction involving either a development agreement or a transfer of an interest in real property as described in Section 2.1.1(b) and (c) of the Agreement, a real estate broker licensed to do business in the State of Washington, shall be entitled to a commission in an amount not to exceed three percent (3%) of the total rental amount or compensation received by the City and County, under the following circumstances:

- (1) When the property which is the subject of the development agreement or the transfer of a property interest, is the subject of a multiple real estate listing agreement, and the licensed broker represents a client whose development agreement or agreement for the transfer of a property interest has been presented to and approved by the Airport Board.
- (2) When the Airport Board has specifically negotiated with the licensed real estate broker to pay a commission in connection with a specific transaction involving either a development agreement or a transfer of interest in real property.

Any contract involving the selection of a licensed real estate broker to provide services for the Airport Board shall comply with the applicable public contracting rules and regulations of the City and Klickitat County.

# **COLUMBIA GORGE REGIONAL AIRPORT EMERGENCY PROCEDURES**

## Incident Response

In responding to any emergency (including a hazardous materials incident) Klickitat County Fire District #6 will establish an Incident Command and prioritize its actions based on its assessment of the incident.

## Safety

All civilians shall be evacuated or rescued from the areas of immediate danger as well as from the surrounding area to a safe distance. Only properly trained responders will be allowed to enter the danger area and surrounding safety areas.

## Handling the Incident

Klickitat County Fire District #6's response will be based on the nature of the emergency and the resources available at the scene. If necessary it will request any necessary support for specialized hazardous materials from a qualified source.

## Property

Subject to available resources Klickitat County Fire District #6 will take those steps necessary to protect other property not directly involved in the emergency as well as protecting the environment from contamination.

## **EMERGENCY CONTACT NUMBERS**

Klickitat County Fire District #6 Office	911 509.767.1252
Klickitat County Emergency Management Office	911 509.250.0528
Washington State Patrol Office	911 509.773.3775
Klickitat County Sherriff Emergency Office	911 509.773.4455
Airport Management Rolf Anderson Chuck Covert	509.767.0005 503.781.2199 541.993.1011

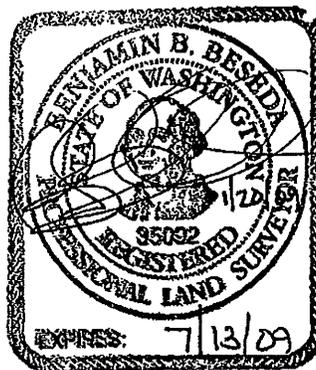
January 16, 2009

LEGAL DESCRIPTION  
for  
Tract #2

A tract of land lying in the East 1/2 of the Northwest 1/4 of Section 35, Township 2 North, Range 13 East, Willamette Meridian, Klickitat County, Washington, being more particularly described as follows.

Commencing at the Northeast corner of said East 1/2; thence along the East line of said East 1/2, South 00°22'14" West 650.59 feet to the true point of beginning of this description; thence leaving said East line, North 85°55'46" West 314.77 feet; thence South 26°27'26" West 179.59 feet; thence South 24°52'11" East 171.07 feet; thence South 02°24'04" East 430.20 feet; thence South 46°40'45" West 220.77 feet; thence South 15°42'48" East 474.34 feet; thence South 16°57'09" West 586.83 feet; thence South 73°02'51" East 167.60 feet to the intersection with the Northerly right-of-way line of Dallesport County Road; thence along said Northerly right-of-way line, North 26°55'16" East 300.55 feet; thence on a 326.48 foot radius curve to the right, through a central angle of 47°05'00" a distance of 268.29 feet (the long chord of which bears North 50°27'46" East 260.80 feet) to the intersection with said East line; thence leaving said Northerly right-of-way line, along said East line, North 00°22'14" East 1,507.77 feet to the true point of beginning of this description.

Contains 14.62 acres.



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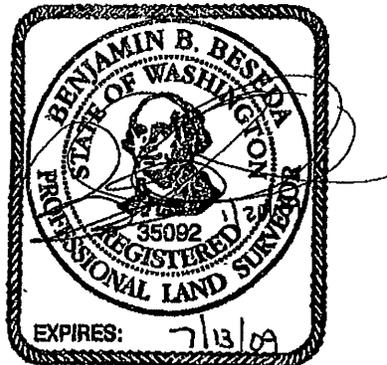
January 16, 2009

LEGAL DESCRIPTION  
for  
Tract #3

A tract of land lying in the East 1/2 of the Southeast 1/4 of Section 34 and in the Southwest 1/4 of Section 35, Township 2 North, Range 13 East, Willamette Meridian, Klickitat County, Washington, being more particularly described as follows.

Commencing at the Northwest corner of said Southwest 1/4; thence along the West line of said Southwest 1/4, South 00°10'46" West 1,169.39 feet to the true point of beginning of this description; thence leaving said West line, South 61°21'44" West 264.38 feet; thence South 87°38'00" West 237.92 feet; thence South 02°22'00" East 214.06 feet to the intersection with the Northerly right-of-way line of Dallesport County Road; thence along said Northerly right-of-way line, North 87°49'18" East 951.64 feet; thence on a 914.93 foot radius curve to the left, through a central angle of 22°50'01" a distance of 364.62 feet (the long chord of which bears North 76°24'18" East 362.21 feet); thence North 64°59'17" East 829.50 feet; thence on a 914.93 foot radius curve to the left, through a central angle of 12°00'13" a distance of 191.68 feet (the long chord of which bears North 58°59'11" East 191.33 feet); thence leaving said Northerly right-of-way line, North 58°29'05" West 341.27 feet; thence North 39°15'09" West 128.82 feet; thence South 84°17'21" West 163.96 feet; thence North 66°41'42" West 433.51 feet; thence South 89°41'31" West 130.43 feet; thence South 22°29'26" West 383.28 feet; thence South 61°21'44" West 623.25 feet to the intersection with said West line and true point of beginning of this description.

Contains 24.21 acres.



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