

AGREEMENT

Dec 10 10 33 AM '75

U. S. DEPARTMENT OF
AGRICULTURE
DEPUTY COMMISSIONER

WHEREAS, the PORT OF HOOD RIVER, a municipal corporation of the State of Oregon, hereinafter called PORT, and the COUNTY OF HOOD RIVER, a Political Subdivision of the State of Oregon, hereinafter called COUNTY, wish to enter into an agreement whereby ownership of the present Hood River County Airport will be transferred to the PORT; and

WHEREAS authority to consummate such a transfer of public lands is granted pursuant to ORS 271.330; and

WHEREAS it appears that effective transfer of the operation and maintainance functions at the Airport can be done at this time and that formal documents transferring legal title to the PORT can await a more complete legal description of Airport real property.

NOW THEREFORE, it is agreed by and between said parties hereto as follows:

1. The PORT will assume operation of the Airport as of January 1, 1976 and will use monies as budgeted by the County in this present fiscal year up to one thousand seven hundred (\$1,700.00) dollars for maintainance and repair, up to one thousand six hundred (\$1,600.00) dollars for utilities, and up to two thousand three hundred seventy five (\$2,375.00) dollars for painting. The PORT will assume total budgetary responsibility as of July 1, 1976.
2. The COUNTY will acquire those air avigation easements needed in order to place the owner of such Airport into a status of compliance with Federal guidelines, thereby qualifying such owner for Federal funding for airport projects. All monies received from Federal or State governments in connection with the obtaining of air avigation easements at the airport shall belong to the County.

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3. The parties shall cause a legal description satisfactory to both parties of the airport property to be made, cost to be agreed upon, at a later date, at which time formal transfer of legal title shall be made.

4. It is in the minds of the parties hereto that the use of the land involved in this transfer shall remain as a public airport and related uses and facilities and if, for any reason, such use is changed without consent of Hood River County, the land shall automatically revert to the County without the requirement of a formal entry.

5. The COUNTY will assign all existing insurance policies on the Airport to the Port of Hood River, who will in turn have the policies endorsed so that the County and the Port are named insureds until the policy expires.

6. The PORT agrees to take title to the Airport subject to all lawful agreements to which the COUNTY is a party relating to Airport purposes.

7. The PORT agrees to maintain the Airport in as good condition or better as it is in at the time that the PORT assumes possession.

8. The County will complete resealing of the airport runway as presently budgeted prior to June 30, 1976.

The covenants, conditions and terms of this agreement shall extend to and be binding upon and inure to the benefit of the administrators, executors and assigns of the parties hereto.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed in multiple originals, each of which may be considered an original for all purposes without the presentation of the others, by their undersigned officers thereunto duly authorized.

ATTEST:


Secretary

PORT OF HOOD RIVER

By: 
President

7560

CUSTOMER'S ORDER NO.	DEPT.	DATE May 30, 1978
NAME Gene Coker		
ADDRESS		

SOLD BY	CASH	O.D.	CHEQUE	ON ACCT.	NO. OF RECD.	PAID OUT
QUANTITY	DESCRIPTION	PRICE	AMOUNT			
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P C'D BY

Rediform
5H 320J. Markham
KEEP THIS SLIP
FOR REFERENCE