

041W11A00500

**AFTER RECORDING, RETURN TO:**

Oregon Department of Aviation  
3040 25<sup>th</sup> Street SE  
Salem, OR 97302

REEL 4288 PAGE 75

MARION COUNTY  
BILL BURGESS, COUNTY CLERK  
01-13-2020 01:28 pm.  
Control Number 584372 \$ 126.00  
Instrument 2020 00001957

**AURORA STATE AIRPORT  
UTILITY EASEMENT**

This utility easement agreement (“**Easement**”) made and amended effective the 1st day of September, 2019, by and between **THE STATE OF OREGON** by and through the **OREGON DEPARTMENT OF AVIATION, Grantor**, and **HDSE SEWER SYSTEM OWNERS ASSOCIATION**, an Oregon nonprofit corporation, **Grantee** or the “**Association**” hereunder.

**RECITALS**

A. Grantor is the owner of the real property in Marion County, Oregon legally described in the attached Exhibit A (the “**Airport Property**”), which is commonly known as the Aurora State Airport in Marion County, Oregon.

B. Grantee is a sewer system association established pursuant to that Declaration of Protective Covenants, Conditions, Restrictions and Easements for the HDSE Sewer System records at Reel 2577 Page 69 of the Records of Marion County, Oregon, with sewer facilities located on a portion of the common element property of the Southend Corporate Airpark Condominium located adjacent to the Airport Property as well as other nearby private property, and which system serves property owned by members of the Association.

C. Grantee pays rent over the portion of the Airport Property that is the Easement Area (as defined below) pursuant to a lease of the Easement Area from Grantor, which rent is also consideration for this Easement, the sufficiency of which Grantor acknowledges.

**GRANT OF EASEMENT**

The Grantor does hereby grant and convey to the Grantee, its heirs, successors and assigns, (i) a nonexclusive, perpetual easement on, over, under and through the portion of the Airport Property that is legally described and depicted in Exhibit B, being the areas marked “Drainfield” and “Reserve Area” in the attached Exhibit B, and under sufficient area between the Drainfield area and Reserve Area for piping in its existing location and (together, the “**Easement Area**”), for the construction, operation, testing, maintenance, use and repair of an individual water-carried on-site sewage disposal system (the “**Drainfield**”), which easement is in gross and personal to Grantee and for the benefit of the members of Grantee, together with (ii) a nonexclusive, perpetual easement on, over and through

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the Airport Property as necessary for access to the Easement Area for the permitted uses granted herein.

## TERMS AND CONDITIONS

This agreement is subject to the following terms and conditions:

1. The easement described herein grants to the Grantee, and to its successors, assigns, authorized agents or contractors, the right to enter the Easement Area for operation, testing, construction, maintenance, evaluation and repair and replacement of the Drainfield. Grantee must provide reasonable advance notification to Grantor before entry onto the Airport Property to exercise Grantee's rights under this Easement Agreement, by calling contact telephone numbers:

- a. State Airports Manager (503) 378-2523
- b. State Airports Operation Specialist (503) 378-2521

The above contact information may be changed at any time by Grantor notifying Grantee of such, it being understood and agreed that the contact information shown above, and any revisions of the information, will be effective for notification to Grantor under this Easement Agreement at any time.

2. Grantee is responsible for obtaining all required permits and for payment of all associated fees in respect of the Drainfield. All facilities constructed after the date of this Easement Agreement will have to be placed to the depth below ground surface specified in approved Oregon Department of Environmental ("DEQ") permits for such installations in the Easement Area.

3. The Grantee is responsible for any needed repair or replacement of the Drainfield and for damage to said Easement Area by reason of any negligence, act or omission on the part of Grantee, its contractors, agents, members, directors, or officers.

4. Upon performing any construction, repair or maintenance in the Easement Area, Grantee will make reasonable efforts to return the site to its original or better condition.

5. No structure other than existing above-ground facilities and future above-ground facilities constructed or installed in accordance with approved DEQ permits for the Drainfield may be constructed on the Easement Area. This Easement Agreement does not grant or convey to the Grantee any right or title to the surface of the soil or land of the Easement Area or the Airport Property, other than expressly stated herein. Due to the Drainfield being located on the Aurora State Airport, any new construction that exceeds the upward elevation of ground level must be constructed in accordance with Oregon Administrative Rule Chapter 738, Division 70.

6. Grantor will have the right to use the Easement Area so long as its use does not unreasonably interfere with Grantee's permitted use and is not detrimental to the Drainfield system or contrary to laws and rules of governmental agencies applicable or related to the Drainfield system. Grantee will maintain in force during the duration of the Easement, liability insurance covering the operations of Grantee while accessing the Airport Property as permitted under this Easement

Agreement. Grantee will also conducts its activities under this Easement Agreement at Grantee's own risk, and will hold harmless and indemnify the State of Oregon, Department of Aviation, its agents, officers and employees form all damages, demands, suits or actions whatsoever resulting from or because of, any damage to property, injury, or death to or of any person(s) arising out of Grantee's negligent construction, operation, maintenance, repair, alteration, operation, control or use of the Easement Area and the Drainfield and access thereto over the Airport Property.

7. When Grantee no longer uses the Easement for the purposes described herein, it is the responsibility of the Grantee to notify Grantor of its intent to terminate this Easement and to record a termination of this Agreement in the Records of Marion County, Oregon. It is understood and agreed that upon such termination Grantor may require Grantee to remove from the Easement Area all of its facilities authorized hereunder. If Grantor so elects, Grantor shall provide notice thereof, and Grantee shall, at its own expense and within a reasonable time following receipt of written notification thereof from Grantor remove all such facilities.



IN WITNESS WHEREOF, the Grantor of this Easement Agreement has fixed its hand and seal the day and year first above written. As a state agency, it has caused its name to be signed and its seal, if any, affixed by an officer or other persons duly authorized to do so by designated authority of the Oregon Department of Aviation by duly adopted Sub delegation Order No SUB-16, dated March 18, 1999.

GRANTOR

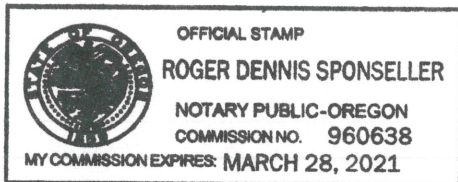
THE STATE OF OREGON, by and through the Oregon Department of Aviation

By: [Signature]  
Name: Matthew Maass  
Title: State Airports Manager

STATE OF OREGON        )  
  )  
COUNTY OF MARION    )

The foregoing instrument was acknowledged before me this 10<sup>th</sup> day of December 2019 by Matthew Maass, State Airports Manager for the State of Oregon by and through the Oregon Department, on its behalf.

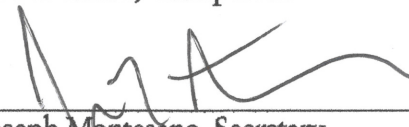
[Signature]  
Notary Public for Oregon  
My commission expires: 3/28/21  
Commission No.: 960638



GRANTEE:

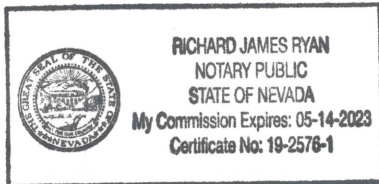
HDSE SEWER SYSTEM OWNERS ASSOCIATION,  
an Oregon nonprofit corporation


By:   
Ted L. Millar, Chairperson

By:   
Joseph Montesano, Secretary

STATE OF NEVADA )  
County of Clark ) ss.

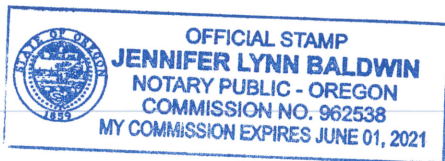
The foregoing instrument was acknowledged before me this 18<sup>th</sup> day of December 2019 by Ted L. Millar, Chairperson of HDSE Sewer System Owners Association, an Oregon nonprofit corporation, on its behalf.

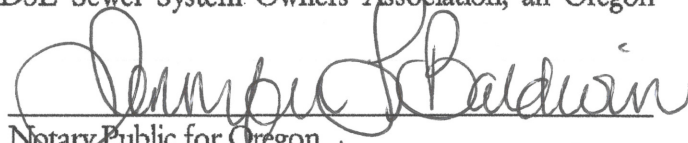


  
Notary Public for Nevada  
My commission expires: 05-14-2023  
Commission No.: 19-2576-1

STATE OF OREGON )  
County of Marion ) ss.

The foregoing instrument was acknowledged before me this 19 day of December 2019 by Joseph Montesano, Secretary of HDSE Sewer System Owners Association, an Oregon nonprofit corporation, on its behalf.



  
Notary Public for Oregon  
My commission expires: June 01 2021  
Commission No.: 962538

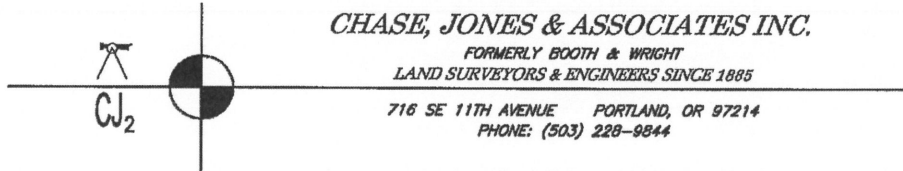
## EXHIBIT A

### Airport Property Legal Description

The State of Oregon, by and through its Department of Transportation, Aeronautics Section, holds fee title to the following described property lying in the East ½ of Section 2 and the Northeast ¼ and the Northwest ¼ of the Southeast ¼ of Section 11, Township 4 South, Range 1 West of the Willamette Meridian, Marion County, Oregon and being more particularly described as follows:

Beginning at a point which is West 616 feet and South 07°08' West 30 feet from the Northeast corner of said Section 2; thence South 07°08' West 2668.5 feet; thence North 89°53'15" East 921.88 feet to the Westerly right-of-way line of Market Road No. 59; thence along said right-of-way South 00°09' East 1075.76 feet; thence continuing along said right-of-way line Southerly along the arc of a curve to the left 116.98 feet to an iron rod at the end of said curve, said curve having a radius of 602.96 feet and a radial bearing of North 78°44'04" East from said iron rod; thence leaving said right-of-way South 86°32'29" West 91.62 feet; thence Westerly along the arc of a curve to the left 129.85 feet to an iron rod, said curve having a radius of 930 feet and a central angle of 08°00'00"; thence South 78°32'29" West 176.39 feet to an iron rod at the beginning of a curve to the left, said curve having a radius of 530 feet; thence Southwesterly along said curve 475.14 feet to an iron rod, the radial bearing of said curve is South 62°49'24" East from said iron rod; thence leaving said curve South 89°53'15" West 366.87 feet; thence South 07°08'00" West 2019.6 feet to an iron rod; thence South 82°51'13" East 200 feet to an iron rod; thence South 07°08'47" West 385.30 feet to an iron rod; thence South 89°48'48" West 7.72 feet; thence South 0°11'12" East 60 feet; thence South 07°08'00" West 418.42 feet; thence on the arc of a 170 foot radius curve to the right 133.52 feet, the chord of said curve bears South 29°38'00" West and measures 130.11 feet; thence South 52°08'00" West 66.18 feet; thence West 43.75 feet; thence North 82°52'00" West 60 feet; thence South 07°08'00" West 910.18 feet to an iron rod; thence North 82°52'09" West 600.08 feet to an iron rod; thence North 07°08'00" East 8126.48 feet to the Southerly right-of-way line of County Road No. 428; thence East 619.3 feet along said Southerly right-of-way line to the point of beginning.

**EXHIBIT B**  
**Depiction of Easement Area**



Date: October 24, 2019  
Project No.: 15559

**Drain Field Easement**

A portion of the property of State of Oregon, Department of Aviation, as described in Exhibit "A" of the "Aurora State Airport Utility Easement" recorded April 20, 2005, in reel 2467 at page 278 of Marion County Records, situate in the East Half of Section 11, Township 4 South, Range 1 West, Willamette Meridian, in the County of Marion, State of Oregon, being described as follows:

**COMMENCING** at the Southwest corner of said Department of Aviation property; thence South 82°52'09" East 458.64 feet; thence North 02°48'30" East 50.00 feet to the **POINT OF BEGINNING** of the herein described Drain Field Easement; thence North 02°48'30" East 131.50 feet; thence North 04°32'50" West 138.00 feet; thence South 88°05'20" East 87.00 feet; thence South 04°32'50" East 138.00 feet; thence South 02°48'30" West 131.50 feet; thence North 88°05'20" West 87.00 feet to the **POINT OF BEGINNING**.

The above described Drain Field Easement contains 23,370 square feet, more or less.

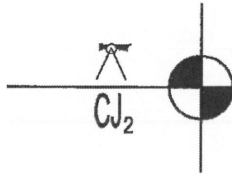
The basis of bearing for this Easement is South 82°52'09" East along the South line of the "State of Oregon Aeronautics Division" Property shown on the Lot Line Adjustment filed in the Marion County Survey Records as survey number 32463-A.

REGISTERED  
PROFESSIONAL  
LAND SURVEYOR

*Eric D. Jones*

OREGON  
JULY 16, 1982  
ERRIC D. JONES  
1996

EXPIRES: 6-30-21



**CHASE, JONES & ASSOCIATES INC.**

FORMERLY BOOTH & WRIGHT  
LAND SURVEYORS & ENGINEERS SINCE 1885

716 SE 11TH AVENUE PORTLAND, OR 97214  
PHONE: (503) 228-9844

Date: October 24, 2019  
Project No.: 15559

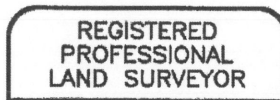
**Reserve Easement**

A portion of the property of State of Oregon, Department of Aviation, as described in Exhibit "A" of the "Aurora State Airport Utility Easement" recorded April 20, 2005, in reel 2467 at page 278 of Marion County Records, situate in the East Half of Section 11, Township 4 South, Range 1 West, Willamette Meridian, in the County of Marion, State of Oregon, being described as follows:

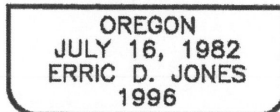
**COMMENCING** at the Southwest corner of said Department of Aviation property; thence South 82°52'09" East 89.31 feet; thence North 00°45'00" East 80.00 feet to the **POINT OF BEGINNING** of the herein described Reserve Easement; thence North 00°45'00" East 227.14 feet; thence South 86°35'00" East 103.00 feet; thence South 00°45'00" West 227.14 feet; thence North 86°35'00" West 103.00 feet to the **POINT OF BEGINNING**.

The above described Reserve Easement contains 23,370 square feet, more or less.

The basis of bearing for this Easement is South 82°52'09" East along the South line of the "State of Oregon Aeronautics Division" Property shown on the Lot Line Adjustment filed in the Marion County Survey Records as survey number 32463-A.



*Erric D. Jones*



EXPIRES: 6-30-21

**DRAIN FIELD & RESERVE AREA EASEMENT**

OVER A PORTION OF  
TAX LOT 800  
SITUATED IN THE  
EAST 1/2 OF SECTION 11, T4S, R1W, WM  
COUNTY OF MARION, STATE OF OREGON

BY:  
**CHASE, JONES & ASSOCIATES INC.**  
716 S. E. 11TH AVE. PORTLAND, OREGON 97214  
PHONE (503) 228-9844  
PROJECT NO.: 15539 DATE: OCT. 22, 2019  
SCALE: 1" = 80'

REGISTERED  
PROFESSIONAL  
LAND SURVEYOR

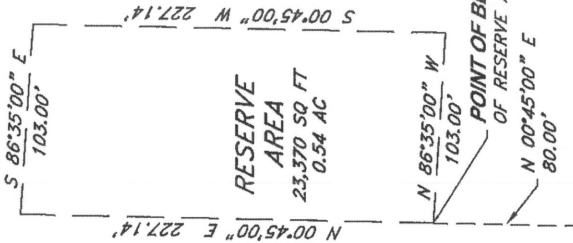
*Eric D. Jones*

OREGON  
JULY 16, 1982  
ERRIC D. JONES  
1996

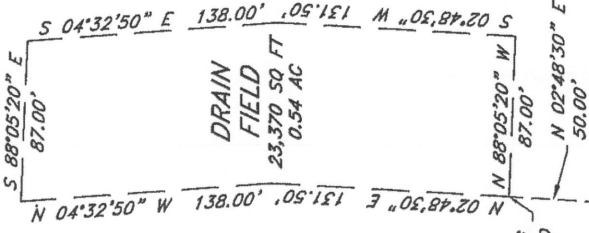
RENEWALS: 6-30-21



HUBBARD CUT-OFF  
(STATE HIGHWAY 164)  
N 07°08'00" E



PROPERTY OF  
OREGON,  
STATE OF AVIATION  
DEPARTMENT PAGE 278)  
(REEL 2467



POINT OF BEGINNING  
OF DRAIN FIELD

KEIL ROAD  
(BASIS OF BEARING - MCSR 32463-4)

POINT OF COMMENCEMENT  
SW CORNER OF DEPARTMENT OF  
AVIATION PROPERTY.  
FOUND 1/2" IRON ROD

KEIL ROAD  
N 07°08'00" E

FOUND 5/8"  
IRON ROD

Exhibit B