

STATE OF OREGON
AURORA STATE AIRPORT
NON-COMMERCIAL SITE LEASE

This **NON-COMMERCIAL SITE LEASE ("Lease")** is between the **State of Oregon acting by and through its Oregon Department of Aviation ("Aviation")** and **HDSE Sewer System Owners Association**, an Oregon nonprofit corporation ("Lessee") and is dated effective September 1, 2019.

The HDSE Sewer System operated and owned by Lessee is located on the adjacent common element land of the Southend Corporate Airpark Condominium and other adjacent private property; the sewer system Lessee owns and operates serves the members of Lessee.

Aviation and Lessee agree as follows:

1) **PREMISES.** Aviation, as owner of the Aurora State Airport, Marion County, Oregon hereby leases to Lessee and Lessee leases from Aviation the premises described in Exhibit A, comprised of a portion of the Aurora State Airport property of approximately **23,370** square feet for a Drainfield for the HDSE Sewer System and approximately **23,370** square feet for reserve area for the Drainfield and approximately **14,635** square feet for piping between the existing drainfield and the reserve area and to the HDSE private property in an area comprising 2.5 on either side of such piping (the **"Premises"**). The Premises are located on Tax Lot 041W11A00800 and is shown as the areas marked "drainfield" and "reserve area" on the attached Exhibit A, which is included herein by this reference.

Aviation conveys to Lessee an access easement over, across and under the Aurora State Airport land for access to the Premises. The easement is subject to all the terms and conditions of this Lease except the easement is not used in the calculation of the Rent, as described in Section 7 below.

Lessee may use the Premises only for the purposes set forth in Section 10 below. Lessee's use of the Premises is nonexclusive, but Aviation will not permit any other uses of the Premises that materially interferes with Lessee's permitted use of the Premises. Lessee acknowledges that the Premises are part of the Aurora State Airport and agrees that its uses of and entry into the Premises are subject to the operations of the Aurora State Airport in the ordinary course.

2) **TERM.** The term of this Lease (the **"Base Term"**) commenced September 1, 2019 (the **"Effective Date"**) and ends August 30, 2024. Lessee's right of possession begins on the Effective Date and, if not reviewed as described in Section 4 below, ends upon expiration of the Base Term or upon earlier termination of the Lease hereunder. Upon expiration or termination of the Lease Lessee must surrender the Premises to Aviation in good condition and may be required to remove the Drainfield facilities, piping, or appurtenant underground equipment.

3) **HOLDING OVER.** If the Lease is not renewed under Section 4 below, any holding over after the expiration of the Base Term or, if the Lease is renewed pursuant to Section 4, after expiration or the renewal term, will constitute a month to month tenancy subject to the terms of this Lease, but at a monthly

rental rate to be determined by Aviation in its sole discretion. Holding over is subject to termination on 30 days written notice by Aviation.

4) OPTION TO RENEW. Lessee may renew this Lease by written notice to Aviation at least 120 days before the expiration of the then-current term for two additional terms of five years each, subject to the satisfaction of the following conditions:

a) Lessee must not be in default by the end of the term then in effect.

b) The Premises must be in safe and clean condition as determined by Aviation as described in OAR 738-015-0025 and the drainfield must be functioning as intended and in compliance with all applicable permits and laws. If the drainfield appears to be malfunctioning, Aviation may require Lessee to obtain an inspection by a certified inspector, at Lessee's expense, to verify the condition and functioning of the drainfield. Lessee shall correct any deficiencies as a condition of Lease renewal.

c) Lessee has given written notice to Aviation at least 120 days before the last day of the Base Term that Lessee has complied with requirements (a) and (b) of this section and intends to exercise Lessee's option to renew.

d) Lessee is willing to amend the Lease to include any modified or additional lease terms required by Aviation to conform the Lease to terms generally applicable to non-commercial site leases on state -owned airports then in effect.

e) Lessee is willing to agree to modifications in Rent due under the Lease that may be required under Oregon Administrative Rules, Chapter 738, Division 10, Schedule of Rates and Fees for State-Owner Airports.

5) ASSIGNMENT. This Lease is personal to Lessee and may not be assigned without the prior written approval of Aviation, which Aviation may grant, condition or withhold in its sole discretion. As a condition of granting approval of an assignment of this Lease, Aviation may require the assignee to enter into a new lease of the Premises.

6) SUBLEASING. Lessee may not sublease any portion of the Premises for any purpose.

7) RENT. Lessee shall pay to Aviation an initial annual rent of **\$3,068.75 (\$00.05 per square foot per year) ("Rent")** for its use and enjoyment of the Premises. The first year's Rent is payable not later than the Effective Date, and thereafter each year in advance and without notice, not later than the anniversary of the Effective Date. Aviation reserves the right to review and adjust the Rent as described in Oregon Administrative Rules, Chapter 738, Division 10, Schedule of Rates and Fees for State-Owner Airports for a non-commercial site lease. If Aviation adjusts the Rent, Aviation will notify Lessee not less than 60 days prior to the date upon which the adjusted Rent is due.

8) TAXES and LIENS.

a) The Premises are currently listed on the Marion County property tax rolls as state-owned property not subject to property tax assessment. Lessee acknowledges that the tax classification of the Premises may change as a result of the lease of the Premises to a taxable lessee. Lessee shall pay when due all

taxes, if any, levied against the Premises and on any improvements made or placed on the Premises, whether due to a change in the tax classification of the Premises, or otherwise. Lessee shall ensure that any taxable improvements are lawfully brought to the attention of the Marion County tax assessor. If the County sends a tax statement directly to Aviation, Aviation shall provide a copy to Lessee along with a demand for payment of the taxes, if any, by Lessee. Lessee shall pay any such taxes in full within 30 days after receipt of demand and shall provide proof of payment to Aviation.

b) Lessee shall keep the Premises free of all liens and encumbrances.

c) If Lessee's use of the Premises incurs utility charges, Lessee will be responsible for the cost.

9) PENALTIES.

a) If any payment due under this Lease is not paid within 10 days after its due date, Lessee shall owe and shall pay to Aviation an administrative charge of 10 percent of the amount due per month. Failure to make full payment, including the administrative charge, within 30 days after the date the payment is due is a default. Imposition of an administrative charge on delinquent payments does not constitute a waiver of any of Aviation's rights to pursue its legal remedies under the law or as provided in this Lease.

b) If any check to Aviation for payment under this Lease is returned to Aviation by Lessee's bank unpaid for any cause, Lessee shall owe to Aviation a \$50 fee in addition to the amount of the check and any administrative charge owed under the above paragraph. Amounts due Aviation are considered unpaid until Aviation receives payment from the bank.

10) PERMITTED USES. Lessee may use the Premises solely for the construction, maintenance, repair, use, operation, and replacement of an individual water-carried on-site sewage disposal system that serves the members of Lessee. Lessee shall install, maintain and repair the drainfield to Marion County standards and requirements and in compliance with all federal, state and local law. If there is any indication of Drainfield failure, Lessee shall immediately cease use of the drainfield until repairs are accomplished. Lessee may landscape the Premises, provided such landscaping is compatible with the Aurora State Airport and its environs. Lessee is required to mow and maintain the ground within the Premises' footprint to prevent the Premises from being an attractant for wildlife.

11) CONSTRUCTION OF IMPROVEMENTS. A drainfield of approximately 54,575 square feet has been constructed on the Premises in the location show on the attached Exhibit A and an additional 54,575 square feet was available for reserve in the future. Lessee may construct additional drainfield facilities in the area of the Premises so long as Lessee obtains all necessary county or state permits and approvals for construction of the drainfield, which will be constructed and maintained in accordance with plans approved during the local government and Department of Environmental Quality permit process. Aviation may require post of performance and payment bonds, letters of credit, or other security instruments to ensure Lessee's financial responsibility. Upon verification of completion of construction of any expansion of the drainfield, any security instrument held by Aviation will be released. Notice of all proposed construction or alteration must be submitted through Aviation to the Federal Aviation Administration on FAA Form 7460-1, "Notice of Proposed Construction or Alteration" as prescribed in Section 77.17 of the Federal Aviation Regulations. All construction or alteration must be completed in a good and workmanlike manner.

12) INDEMNIFICATION. Lessee shall conduct its activities under this Lease at Lessee's own risk, and shall hold harmless and indemnify the State of Oregon, Department of Aviation, its agents, officers and employees from all damages, demands, suits or actions whatsoever resulting from or because of, any damage to property, injury or death to any person(s) arising out of Lessee's negligent construction, maintenance, repair, alteration, operation, control or use of the Premises.

13) INSURANCE.

a) Liability Insurance. Lessee shall maintain in force during the term of this Lease commercial general liability insurance covering the Premises and operations of Lessee. Combined single limit for bodily injury and property damage must not be less than \$1,000,000 per occurrence.

b) Additional Insured. The liability coverage must include the State of Oregon, the Oregon Department of Aviation, and their respective officers and employees as additional insureds. Coverage must be severable for all insureds or covered under cross liability of all insureds.

c) Certificate of Insurance. As evidence of the insurance coverage required under this agreement, Lessee shall furnish certificate(s) of insurance to aviation no later than the Effective Date. The certificate(s) must clearly show the State of Oregon, the Oregon Department of Aviation, and their respective officers and employees as additional insureds for the liability coverage required under this section, and must otherwise reflect compliance with the relevant terms of this section. The policies required in this section must be obtained from insurers with a Best's rating of not less than "A" or with approved Oregon surplus lines insurers.

d) Notice of Cancellation. There must be no cancellation of any insurance required under this section, or potential exhaustion of aggregate limits, without 30 days written notice from Lessee or its insurers to Aviation.

14) HAZARDOUS SUBSTANCES. Lessee shall not store or allow any hazardous substance as defined in OAR 738-005-0010 (67) or petroleum products to be released on the Premises or on Airport property other than that necessary for the conduct of Lessee's business. Lessee shall recycle petroleum products and dispose of hazardous substances in accordance with Oregon Department of Environmental Quality's rules and regulations, which are available to Lessee by contacting the Oregon Department of Environmental Quality. All costs associated with the use of hazardous substances or petroleum products, including costs of cleanup, removal, remediation, and compliance with federal, state and local environmental requirements, are the sole responsibility of lessee and Lessee shall indemnify and hold Aviation harmless from any costs, fees, penalties or other expense incurred by Aviation in connection with remediation of hazardous substances on the Premises. All hazardous substances and petroleum products must be used, handled, cleaned up, removed and remediated in accordance with federal, state and local requirements.

15) FIRE PREVENTION. Lessee shall exercise due and reasonable care and caution to prevent and control fires on the Premises. Lessee shall comply with all relevant state, county, and local fire laws, codes and rules. Local and state fire marshals may enter the Premises to determine compliance with fire prevention laws, codes and rules.

16) COMPLIANCE WITH LAW. Lessee shall comply with all laws, ordinances, rules and regulations promulgated by any lawful authority of the United States, the State of Oregon, or any municipal

subdivision having authority over or jurisdiction of the Premises, including safety, health, sanitary, fire, electrical and building codes, zoning and state and local comprehensive plans and criminal laws.

17) AIRPORT REGULATIONS. This Lease is subject to and Lessee shall comply with all existing and future FAA regulations and other regulations and administrative rules adopted by the State Aviation Board relating to matters under the jurisdiction of FAA or the Aviation Board. Lessee shall execute any amendment to the Lease required in order to conform the Lease to FAA or aviation regulations or rules.

18) PROTECTION OF THE AIRPORT'S IMAGINARY SURFACES. Aviation may take action it considers necessary to protect the Aurora State Airport's imaginary surfaces, as defined by Federal Aviation Regulations, Part 77, and Oregon Administrative Rules against obstructions, and may prevent Lessee from erecting or permitting to be erected any building or other structure on the Premises that, in the opinion of Aviation, would limit the usefulness of the Aurora State Airport or constitute a hazard to aircraft.

19) AVIATION'S RIGHT OF ENTRY. Aviation may enter onto the Premises at any time to ascertain compliance with the terms of this Lease.

20) MAINTENANCE OF AIRPORT. Aviation shall maintain the runways, public taxiways, and aircraft parking area at the Airport. Aviation retains sole authority to determine the methods and schedules by which any maintenance or necessary construction is to be performed. Aviation shall close the Airport whenever it deems it necessary for reasons of public safety or convenience. Aviation shall make a good faith effort to provide advance notice of Airport closures when possible, but no advance notice is required when closure of the Airport is due to weather, acts of God, or other unforeseen circumstances.

21) DEFAULT. The following are events of default:

a) Default in Rent. Failure of Lessee to pay any Rent or other charge within 60 days after it is due.

b) Default of other Covenants. Failure of Lessee to comply with any term or fulfill any obligation of this Lease other than the payment of rent or other charges within 30 days after written notice by aviation specifying the nature of the default with reasonable particularity. If the default is of such a nature that it cannot be completely remedied within the 30-day period, Lessee will not be in default if Lessee 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.

c) Bankruptcy. Lessee enters bankruptcy proceedings and the trustee in such proceedings fails to assume the Lease.

22) REMEDIES ON DEFAULT.

a) Termination. In the event of a default by Lessee, Aviation may terminate this Lease by giving written notice to Lessee. Aviation may reenter, take possession of the Premises and remove any persons or property by legal action or by self-help without liability for damages and without having accepted surrender. Even if the Lease is terminated by the election of Aviation or otherwise, Aviation is entitled to recover damages from Lessee for the default, as described in this Section.

b) Lessee's Improvements. Within 120 days after receiving written notice of termination from Aviation, Lessee must vacate the Premises, including removing any improvements constructed by Lessee on the Premises. The written notice of default from Aviation may require that Lessee cease certain operations being conducted on the Premises, while Lessee is removing the improvements.

c) Rent during Termination Period. Rent will accrue until the improvements and personal property of Lessee have been removed and the Premises restored to their original condition, or until a new lease for the Premises has been negotiated, whichever first occurs. Rental amounts may be abated at the option of Aviation, in proportion to the amount of activity that Lessee continues to carry out during the 120-day termination period. Failure to comply with the conditions in the termination notice will be cause for immediate termination of possession and Lessee shall abandon all improvements.

d) Lessee's Operations. Aviation may require in its written notice of default that Lessee cease its operations on the Premises while Lessee is removing its personal property and improvements. Failure to comply with such a condition in the termination notice will be cause for immediate termination of possession.

e) Reletting. Following reentry or abandonment, Aviation may relet the Premises and in so doing may make any suitable alterations to the Premises, or change the character or use of the Premises, But Aviation is not required to relet for any cause or any use or purpose other than that specified in this Lease or that Aviation may reasonably consider injurious to the Premises, or to any tenant that Aviation may reasonably consider objectionable. Aviation may relet all or part of the Premises, alone or in conjunction with other properties, for a term longer or shorter than the term of this Lease, upon any reasonable terms and conditions, including granting some rent-free occupancy or other rent concession.

f) Damages. In the event of termination or retaking possession of the Premises following Lessee's default, Aviation is entitled to recover immediately, without waiting until the due date of any future rent or until the date fixed for expiration of the Lease term, the following amounts as damages:

i) all rent prepaid by Lessee;

ii) the loss of rental income from the date of default until a new Lessee is, or with the exercise of reasonable efforts could have been, secured and paying rent; and

iii) the reasonable costs of reentry and reletting, including the cost of any cleanup, refurbishing, removal and storage of Lessee's property, or any other expenses occasioned by Lessee's default including any repair costs, attorney fees, and court costs.

g) Aviation's Authority to Cure Default. If Lessee fails to perform any obligation under this Lease, Aviation may do so after giving 30 days' written notice to Lessee. Lessee will have to reimburse on demand, with interest at the rate of 10 percent per annum from the date of expenditure by Aviation, all of Aviation's expenditures to correct the default. Aviation's cure under this subsection does not waive any other remedies available to Aviation because of the default.

h) Remedies Cumulative. The foregoing remedies are in addition to and do not exclude any other remedy available to Aviation under applicable law.

23) TERMINATION FOR AIRPORT DEVELOPMENT. If the State Aviation Board determines that the Premises are required by Aviation for Airport development in accordance with the Airport Master Plan and FAA-approved Airport Layout Plan, Aviation shall either offer an alternative site to Lessee, if available on the Aurora State Airport property or terminate the Lease upon 120 days written notice to Lessee. If no suitable alternative site is available, or Lessee chooses not to relocate within the 120-day period, this Lease may be terminated by either party. Upon termination, Lessee will vacate the Premises. No compensation is due for loss of renewal terms. Aviation shall prorate and return to Lessee any prepaid rent upon satisfactory vacation of the Premises.

24) TERMINATION FOR NECESSARY CLOSURE OF THE AIRPORT. If the State Aviation Board determines that it is necessary or advisable to abandon or close the Aurora State Airport due to the development of uncontrollable hazards to flight operations, lack of public use, prohibitive maintenance costs, legislative actions or other cause, Aviation may terminate this Lease on 120 days written notice to Lessee and compliance with Section 22.

25) ABOLITION OF DEPARTMENT OF AVIATION OR TRANSFER OF AIRPORT OWNERSHIP. If Aviation is replaced or abolished as a state agency, or the Aurora State Airport is transferred into other ownership, Aviation shall make a diligent effort as a condition of the transfer to secure in writing the transferee's prior assurance that the transferee, by acceptance of ownership of the Airport, assumes Aviation's responsibilities under terms and conditions of this Lease.

26) NO WARRANTY OF NON-INTERFERENCE BY ENTITIES OUTSIDE AVIATION'S CONTROL. If the State Aviation Board determines that it is necessary or advisable to abandon or close the Airport due to the development of uncontrollable hazards to flight operations, lack of public use, prohibitive maintenance costs, legislative actions or other cause, Aviation may terminate this Lease by written notice to lessee.

27) ACCRUED RIGHTS. Any termination of this Lease or of rights and benefits under it is without prejudice to the obligations, liabilities or rights of any party already accrued prior to termination.

28) NOTICES.

a) Any notices required to be given under this Lease must be in writing and given by personal delivery, facsimile or deposit in the regular United States Mail postage prepaid. Any notice delivered by mail is deemed given three days after mailing is provided above. Any notice delivered by facsimile is deemed given when a confirmation of successful transmission is generated by the transmitting machine. To be effective against Aviation, facsimile transmission must be confirmed by telephone notice to an employee at the Department of Aviation at (503) 387-8689. Any communication or notice by personal delivery is deemed given when actually delivered. A party may designate a change of address by written notice to the other party.

b) Notices to Aviation must be directed to the following address, facsimile number and email:

Oregon Department of Aviation
3040 25th Street SE
Salem, OR 97302
Phone (503)378-4880
Fax: (503) 378-1688

Rent payments to be sent to:

Oregon Department of Transportation
Financial Services
3930 Fairview Industrial Drive SE, MS #1
Salem OR 97302-1166

Questions regarding the Lease may be directed to:

State Airports Manager
Attn: Matthew Maass, or successor
Phone: (503) 378-2521
[Email: nmatthew.d.maass@aviation.state.or.us](mailto:nmatthew.d.maass@aviation.state.or.us)

Or ODA Airport Operations Specialist

Attn: John Wilson, or successor
Phone: (503) 378-2521
[Email: john.p.wilson@aviation.state.or.us](mailto:john.p.wilson@aviation.state.or.us)

c) Notices to Lessee must be directed to the address and facsimile number, if any, provided on the signature page of this Lease.

29) COVENANTS. The covenants of this Lease are continuing covenants, and waiver, whether express or implied by Aviation or Lessee, of any breach of these covenants may not be deemed a waiver of subsequent breaches.

30) FUTURE AGREEMENTS. This Lease constitutes the entire contract between the parties other than that certain Easement between the parties affecting the Premises dated effective September 1, 2019. Any future agreement between the parties relative to this Lease is ineffective to modify or discharge the Lease, in whole or in part, unless it is in writing and executed with the same formalities as this instrument. Lessee, by signing below, hereby acknowledges reading this Lease, understanding it, and agreeing to be bound by its terms.

31) AVIATION'S RIGHT TO DEVELOP THE AIRPORT. Aviation reserves the right to further develop or improve the Airport in accordance with its duty to develop aviation within the state as dictated by the demands of air traffic and aviation safety.

32) SUBORDINATION TO FEDERAL-STATE, AGREEMENTS.

a) The terms of this Lease are subordinate to any existing or future agreement between Aviation and the United States relative to the operation or maintenance of the Aurora State Airport, the execution of which has been or may be required as a condition precedent to the receipt of federal funds for the development of the Aurora State Airport. Failure of Lessee to comply with any term of this Lease required by any existing or future agreement between Aviation and the United States is a default, following notice and opportunity to cure as set forth in Section 21(b) above.

b) During a time of war or national emergency, Aviation may lease the landing area or any part of it to the United States for military or other federal government purposes and, if this occurs, any term of this Lease that is inconsistent with any term in such a lease to the federal government is deemed to be suspended while such lease is in effect.

33) NO EXCLUSIVE RIGHT. Nothing in this Lease may be construed to grant or authorize the granting of an exclusive right forbidden by the FAA Airport Compliance Manual Order 5190.6B Chapter 8 (Exclusive Rights).

34) TIME. Time is of the essence for every term of this Lease.

35) AUTHORITY.

a) All powers and authority conferred upon lessee by this Lease are to be strictly construed, and no other power may be lawfully exercised by lessee without Aviation's prior written consent. Lessee has no any authority to act on behalf of Aviation, or to bind Aviation to any third party, contractually or otherwise, except as is expressly stated in this Lease.

b) The terms of this Lease may not be construed to make Lessee an officer, employee or agent of the State of Oregon or its Department of Aviation, as those terms are used in ORS 36.265.

c) The person executing this Lease on behalf of Lessee represents that he or she has the legal power, right, and actual authority to bind Lessee to the terms and conditions of this Lease.

d) The State Aviation Board, by duly-adopted Delegation Order No.1, dated October 12, 2000 has authorized the Director of the Department of Aviation to act in its behalf in approving and executing this Lease.

(signatures on next page)

EXECUTED by the parties as of the last date written below.

AVIATION:

STATE OF OREGON, by and through its Department of Aviation

By: A.4—\1\kt _____ Date: /3 V-4^{1 2421}

As. Director, _____

Nitr6Ate11. tuldwilathez

LESSEE:

HDSE SEWER SYSTEM OWNERS ASSOCIATION,
an Oregon nonprofit corporation

By: Ted L. Millar Date: _____

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As: Chairperson, Ted L. Millar

By: mlt. r

As: Secretary, mlt. r

Address and Contact for Notice:

Community Management Inc.
2105 SE 9th Ave.
Portland, OR 97214

Association Manager: Community Management, Inc,
Attn: Steve Meyer

Telephone: (Daytime) (503) 445-1216

SteveM@communitymg.com

Signature Page

EXHIBIT A

Premises: Legal Description and Depiction of Drainfield

77	<p>CHASE, JONES & ASSOCIATES INC FORMERLY BOOTH & WIGHT LAND SURVEYORS 1 INGINIIZIRS SINCE 1885</p> <hr/> <p>718 SE 11771 ALIENUE POINZAND, OR 97214 PNOAE: (503) 228-9844</p>
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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
1 9 9 6**

EXPIRES: 6-30- 21

CJ2

CHASE, JONES & ASSOCIATES INC.

*FORMERLY BOON & WOW
LAM SURVEYORS & LI7VGINUNS SWGE 1885*

*716 SE 1171 AVENUE POR7ZAM14 OR 97214
PROW (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.

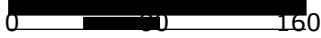
**REGISTERED
PROFESSIONAL
LAND SURVEYOR**

Eric D. Jones

**OREGON
JULY 16, 1982
ERRIC D. JONES
1 9 9 6**

EXPIRES: 6-30-21

Exhibit A



REGISTERED
PROFESSIONAL
LAND SURVEYOR

Eric D. Jones

OREGON
(, JULY 16, 1982
ERRIC D. JONES
1 9 9 6

RENEWS: 6-30-21

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AV/AT/ON PROPERTY.
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N 07°08'00" E

147 44'

FOUND 3/4
/RON ROD

DR4/N F/EZZ RESERVE AREA EASEMENT

OVER .4 POR770N OF
TAX LOT 800
SM/ATEP THE

EAST 1/2 OF SEC77011 11, T4S, R1W, WM
COUNTY OF MAR/ON, STATE OF OREGON

BY:
CHASE, JONES Sc ASSOCIATES INC.
716 S. E. 11TH AVE. PORTLAND, OREGON 97214
PHONE (503) 228-9844

PROJECT NO.: 15559 DATE: OCT. 22, 2019
SCALE 1" = 80'