

After recording, return to:
Water Environment Service
150 S. Beavercreek Road, Suite 430
Oregon City, OR 97045



Date Accepted By WES _____

Reserve this area for recording stamp

Drainage Basin _____

Sanitary Basin _____

SURFACE WATER, STORM DRAINAGE AND SANITARY SEWER EASEMENT WATER ENVIRONMENT SERVICES

For value received, _____ (“Grantor”), hereby grants, bargains, sells and conveys to Water Environment Services, a political subdivision of the State of Oregon, and its heirs, successors, and assigns (“WES”), a permanent easement and right to lay down, construct, reconstruct, repair, replace, operate, inspect and perpetually maintain sewers, wastewater, storm drainage or surface water pipelines, and all related facilities through, under and along the following described property in the County of Clackamas, State of Oregon:

Grantor’s real property is a parcel of land more particularly described by that certain deed recorded as [Doc# _____] in the Deed Records of Clackamas County, Oregon.

The Permanent Surface Water, Storm Drainage and Sanitary Sewer Easement is more particularly described as a strip of land described and depicted in **Exhibit “A” – Easement Legal Description** and **Exhibit “B” – Map of Easement**, both attached hereto and by this reference made a part hereof (collectively, the “Easement Area”).

The true and actual consideration for this conveyance is other good and valuable consideration.

WES’s rights include, but are not limited to, WES’s right to enter upon and utilize the Easement Area for the purposes described in this document. WES may remove trees, shrubs, brush, paving or other materials within the Easement Area whenever necessary to accomplish these purposes.

Grantor, Grantor’s heirs, successors, assigns or representatives, shall not construct or maintain any building or other structures upon the Easement Area without the written consent of WES.

This easement does not obligate the public or WES to replace landscaping, fencing, shrubs, trees or other improvements that may be placed within the Easement Area in the future, and which interfere with WES’s use of the Easement Area for the purposes described in this document.

Grantor agrees to undertake no activity or otherwise harm or impair the Easement Area to prevent or impede the proper functioning of WES’s facilities.

WES, shall give reasonable notice to the landowner before activities in connection with surface water, storm drainage, or sanitary sewer facility are commenced in the Easement Area.

[Signature Page Follows]

IN WITNESS WHEREOF, the Grantor(s) above named, has here-unto set _____ hand(s) and seal(s) this _____ day of _____, 20__.

GRANTOR

Representing: _____ Address: _____

Title: _____

By: _____

Name: _____

STATE OF OREGON)
)ss.
County of Clackamas)

This instrument was sworn and subscribed to before me on this _____ day of _____, 20__ by _____ as the _____ an authorized representative of _____ ("Grantor") as his/her voluntary act and deed.

Notary Public for Oregon
My Commission Expires: _____

ACCEPTED BY GRANTEE

WATER ENVIRONMENT SERVICES
150 Beaver Creek Rd
Oregon City, OR 97045

By: _____
Director
Name: _____

STATE OF OREGON)
)ss.
County of Clackamas)

This instrument was acknowledged before me on this _____ day of _____, 20__ by _____ on behalf of Water Environment Services.

Notary Public for Oregon
My Commission Expires: _____