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 Beavercreek 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: _______________