

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

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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**

KNOW ALL PERSONS BY THESE PRESENTS, that \_\_\_\_\_  
\_\_\_\_\_ hereinafter referred to as the Grantors, for the consideration hereinafter stated, paid by  
Water Environment Services, hereinafter referred to as WES and the mutual benefit hereby gained,  
which consideration and benefit are hereby acknowledged and receipted by the Grantor, do hereby  
grant, bargain, sell, and convey unto WES, a permanent easement and right to lay down, construct,  
reconstruct, 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 and State of Oregon:

**Tax Lot # \_\_\_\_\_**

See Exhibit "A" for permanent easement legal description.  
See Exhibit "B" for map of permanent easement.

If a temporary construction easement is granted, the temporary right shall cease when the  
construction or improvement of said facilities, is completed.

It is understood and agreed that no building shall be erected upon said easement premises  
without the written consent of WES. Following construction, WES will restore area to original grade  
and stabilize the surface. WES will restore, as near as practical, the landscaping that may exist or be  
placed within this easement disturbed by construction, maintenance, repair, or replacement. The  
public, through WES, shall give reasonable notice to the landowner before activities in connection with  
surface water, storm drainage, or sanitary sewer facility are commenced and shall limit activities to  
those necessary to achieve the purpose of constructing, reconstructing, enlarging, replacing,  
repairing, inspecting or maintaining the facility.

Grantors agree to undertake no activity or otherwise harm or impair the easement area to  
prevent or impede the proper functioning of WES's system.

This instrument does not grant or convey to WES any right or title to the surface of the soil  
along the route of said sewer except for the purpose of laying down, constructing, reconstructing,  
replacing, operating, inspecting and maintaining the same. This instrument gives immediate  
possession of the foregoing premises.

The true and actual consideration for this transfer is: \$ \_\_\_\_\_ 0.00 \_\_\_\_\_ to be paid prior to  
construction; Gift  Non-monetary  Should a gift or non-monetary value be indicated,  
the Grantors acknowledge their right to just compensation and hereby waive their right to said  
compensation.

[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: \_\_\_\_\_