

**SURFACE WATER DRAINAGE EASEMENT
AGREEMENT**

By this instrument _____,
(Grantor) in consideration of other, non-monetary consideration received from the City of Beaverton, Oregon, a municipal corporation (Grantee) does hereby grant, bargain, sell, and convey to Grantee, its successors and assigns a perpetual easement and right-of-way for the purpose of construction, grading, maintenance, repair, and reconstruction of surface or subsurface storm drainage, supporting and/or appurtenant structures, and planting or removing vegetation, over, across, in and through the real property owned by Grantor located in the County of Washington and the State of Oregon and more particularly described as follows:

See attached Exhibit "A"

Grantee to give no less than 120-days notice for the start of construction of new improvements or other disturbance except routine maintenance, response to a flood event, and emergency repairs.

Grantor understands and agrees for itself, its successors and assigns not to cause or allow the construction or placement of any building, structure, debris, or objects nor allow any activity that is detrimental to vegetation establishment and preservation in or upon the area conveyed without the prior written consent of Grantee, which may be granted or allowed in Grantee's reasonable discretion. Grantor understands and agrees that Grantee may cause the summary removal of any such building, structure, debris, or objects so placed without Grantee's consent and that Grantor shall make no claim for and shall hold Grantee harmless from any claim by a third person for damage to or destruction of the property so removed.

Grantor further agrees for itself, its heirs, successors and assigns that it shall not disturb or allow the disturbance of the subjacent or lateral support of the area conveyed and that Grantee shall have the right of reasonable access over any property adjacent to the area conveyed, for the purpose of construction, grading, maintenance, repair, and reconstruction of surface or subsurface storm drainage, supporting and/or appurtenant structures, and planting or removing vegetation, in or on the area conveyed.

Grantee agrees to stabilize any disturbed soil surface resulting from Grantee's activities within the area conveyed. Stabilization to be accomplished by vegetation planting, application of erosion control fabric, or other necessary means.

If Grantor is a corporation, by the signature of its authorized agent it signifies that the agent has been authorized by its Board of Directors to make this conveyance on behalf of the corporation.

After recording return to:

City of Beaverton, City Recorder
P.O. Box 4755, Beaverton, OR 97076

The parties acknowledge that this instrument will be recorded with deed records of Washington County, Oregon.

Dated this ____ day of _____, 20_____.

GRANTOR(S):

Signature

Print name and Title

Signature

Print Name and Title

INDIVIDUAL ACKNOWLEDGEMENT

STATE OF OREGON,
County of _____

This was acknowledged before me on _____, 20____
by _____
and _____
and each of them acknowledged said instrument to be his/her voluntary act and deed.

Notary Public for Oregon
My commission expires: _____

ENTITY ACKNOWLEDGEMENT

STATE OF OREGON,
County of _____

This was acknowledged before me on _____, 20____
by _____ (name & title)
and _____ (name & title)
of a _____ (describe entity),
and the foregoing was signed on behalf of said entity; and each of them acknowledged said instrument to be its voluntary act and deed.

Notary Public for Oregon
My commission expires: _____

Approved as to form:

City Attorney, City of Beaverton

ACCEPTED FOR GRANTEE by:

Mayor, City of Beaverton