After recording return to:
Clean Water Services
2550 SW Hillsboro Highway
Hillsboro, OR 97123

Until a change is requested, all tax statements shall be sent to:

No Change

EASEMENT AGREEMENT

THIS AGREEMENT is made and entered into as of _____. The parties to this Agreement are the individual Grantors identified below (collectively referred to as "Grantors"), Clean Water Services (referred to herein as "Grantee"), and Washington County. Grantors, Grantee and Washington County are collectively referred to herein as "Parties," and each individually is referred to as a "Party".

RECITALS

Grantors are owners of all the lots of real property within the McLaine West No. 6 subdivision located in Washington County, Oregon ("McLaine West").

Grantee and Washington County believe that Grantors own an undivided interest in a green space known as Tract "V" (also known as Tax Lot 1S2-11AA-08500) ("Tract "V") through which the Reedville Creek passes, all of which is described on the recorded Plat attached as Exhibit A ("Plat").

The Plat identifies a sanitary easement that is 30' wide running throughout the center of Tract "V" ("Sanitary Sewer Easement") as depicted on the Plat. However, Grantors believe that the Sanitary Sewer Easement fails to describe the Parties' maintenance obligations throughout Tract "V".

Therefore, in consideration of the provisions hereof and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

AGREEMENT

1. EASEMENT. Grantors hereby grant Grantee a nonexclusive access easement to enter Tract "V" in order to maintain, manage, repair, or inspect any storm and surface water drainage infrastructure in Tract "V" described on Exhibit B, attached hereto ("Easement Area"). This Easement shall be appurtenant and not in gross, and shall run with the land, together with all terms and conditions set forth herein. Grantors shall have the right to use the entirety of Tract "V" at all times, except to the extent it interferes with Grantee's use of this Easement, including the obligations under paragraph 2.A, below. All terms and conditions herein shall remain binding upon the Parties' successors and assigns.

This Easement and its terms supersede any other easement or agreement between the Parties regarding the subject matter and use of this Easement to the extent any prior easement or agreement is in conflict with this Easement.

2. MAINTENANCE.

A. Grantee Obligations. Grantee shall be responsible only for maintenance of the Easement Area that is related to public sanitary sewer infrastructure or public storm sewer infrastructure. Maintenance work on the public sanitary and storm infrastructure is limited to those defined in the Grantee's Sanitary, Storm, and Surface Water Performance Standards and Reporting Performance Standards (R&O 07-11) or most recent update. Grantee will also, at its sole cost and expense, repair any damage to Tract "V" or any fencing, locks or signage on Tract "V" that is caused solely by Grantee, its officers, agents, or employees.

B. Grantors' Obligations. Grantors are responsible for maintenance of Tract "V." If Grantee and/or Washington County reasonably determine in their discretion that the lack of maintenance on Tract "V" constitutes either a substantial and unreasonable interference with Grantee's ability to access the Easement Area and/or violates the Washington County Code, Grantors will perform the maintenance necessary to enable Grantee to use the Easement Area, and meet Washington County Code requirements. Grantee will not prevent Grantors from using appropriate pesticides when maintaining Tract "V" so long as the pesticides are used in accordance with manufacturer directions

3. FENCING AND SIGNAGE. Grantors may erect a fence or other barrier to public access to Tract "V", with written consent of Grantee so long as it does not interfere with Grantee's access to Tract "V". In the event that Grantors install a locked gate, it must be secured with a padlock to which Grantee can "daisy-chain" its own padlock to ensure access to Tract "V". The parties agree that any "Private Property" and/or "No Trespassing" signage posted by Grantors in and around Tract "V" do not apply to Grantee's obligations under paragraph 2 or to any required Washington County code enforcement officers.

4. RECORDING. This agreement or a memorandum of this Agreement may be recorded by Grantee or Washington County by filing such document with the Washington County Recorder's Office at its cost after this Agreement is executed.

5. DISPUTES. The legal relations of the Parties hereunder and all other matters hereunder, shall be governed by the laws of the State of Oregon. Unresolved disputes shall be resolved in a court of competent jurisdiction in Washington County, Oregon, and all Parties hereto consent to the jurisdiction and venue of such court.

6. ATTORNEY FEES. In the event that any Party to this Agreement institutes a lawsuit arising out of this Agreement, the prevailing Party in such suit shall be entitled to reimbursement for its reasonable costs, expenses and attorney fees incurred therein, at trial, on appeal, and for post-judgment collection and/or in any bankruptcy proceeding.

7. AUTHORITY. The Grantee warrants and represents that all necessary action has been taken to authorize the execution, delivery and performance of this Agreement; and that the person signing this Agreement on behalf of Grantee is duly authorized to execute this Agreement.

8. REPRESENTATION BY COUNSEL. This Agreement is the product of negotiations between the Parties with the advice of counsel. Each Party and the attorneys for each Party reviewed and revised this Agreement, and accordingly, the rule of contract construction that any ambiguities are to be resolved against the drafting Party shall not be employed in the interpretation of this Agreement or any amendment thereto.

9. GENERAL PROVISIONS.

A. This Agreement constitutes the entire agreement among the Parties. Any and all prior oral or written understandings regarding the settlement of all disputes between the Parties shall be deemed merged into this Agreement and shall not survive its execution. This Agreement shall only be amended with the express written consent of all Parties and any attempts to modify this Agreement in the absence of a writing shall be invalid and unenforceable.

B. The undersigned Parties agree to cooperate fully and to execute any and all supplementary documents and to take all additional actions that may be necessary to give full force and effect to the terms of this Agreement.

C. This Agreement shall be effective upon the signing of all Parties to the Agreement, but each Party agrees to be bound by its terms upon signing below.

/ / /
/ / /

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first set forth above.

GRANTEE:

ACCEPTED

By: _____
General Manager or Designee
Clean Water Services
Date: _____

APPROVED AS TO FORM

_____
District Counsel
Date: _____

ACCEPTED

By: _____
_____or Designee
Washington County
Date: _____

APPROVED AS TO FORM

_____
Counsel
Date: _____

GRANTORS:

_____ _____
(date)

_____ _____
(date)

_____ _____
(date)

[Notary certificates follow on next page.]

STATE OF _____)
) ss.
County of _____)

This instrument was acknowledged before me this _____ day of _____, 20___, by _____, as _____ of _____, a _____, on behalf of the _____.

_____
Notary Public for Oregon
My commission expires: _____

STATE OF _____)
) ss.
County of _____)

This instrument was acknowledged before me this _____ day of _____, 20___, by _____, as _____ of _____, a _____, on behalf of the _____.

_____
Notary Public for Oregon
My commission expires: _____

STATE OF _____)
) ss.
County of _____)

This instrument was acknowledged before me this _____ day of _____, 20___, by _____, as _____ of _____, a _____, on behalf of the _____.

_____
Notary Public for Oregon
My commission expires: _____

McLain West No.6

ORIGINAL

McLain West No. 6

SIDE 2 OF 2

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DEDICATION

APPROVALS

PLAT RESTRICTIONS

ACKNOWLEDGEMENT

SW CHARLENE ST.

SW ERIN TERR.

SW IMPERIAL PL

SW. SANDRA LANE