

After recording, return to:
Surface Water Management Agency of Clackamas County
150 S. Beaver Creek Road, Suite 430
Oregon City, OR 97045

Accepted By Clackamas County

Agenda Date & Number: _____

OR

Board Order Number: _____

Reserve this area for recording stamp

CONSERVATION EASEMENT
SURFACE WATER MANAGEMENT AGENCY OF CLACKAMAS COUNTY

KNOW ALL PERSONS BY THESE PRESENTS, that _____,
the owner of the real property described in Exhibit A and, hereinafter referred to as **Grantor**, does hereby grant, bargain, sell and convey unto Surface Water Management Agency of Clackamas County, hereinafter referred to as **Grantee or SWMACC**, a perpetual, nonexclusive conservation easement to protect the integrity, viability, conveyance and water quality functions of the sensitive area and associated buffer located on the subject's property (Exhibit "A" and "B"). Within the conservation easement no roadways, driveways, buildings, structures or fences shall be constructed. Any removal of native plants, land disturbance, or other development activity is prohibited. Any proposed activity consistent with the purpose of this easement is subject to review and approval by the Grantee. The conservation easement includes the right to access and inspect conservation easement areas, storm drainage and all related facilities through, under and along the following described property in the County of Clackamas and State of Oregon:

As described on Exhibit "A"
and shown on Exhibit "B".

This instrument does not grant or convey to **SWMACC** any right or title to the surface of the soil of the easement except for the purpose of accessing and inspecting the conservation easement. **SWMACC** shall give adequate notice to the landowner before accessing the property. **SWMACC** has the right of reasonable ingress and egress to the easement area over **Grantor's** property for the exercise of any of the rights of the easement. **SWMACC** may utilize vehicles and other reasonable modes of transportation for access purposes. This agreement in no way obligates **SWMACC** to plant or replace any native plantings that may exist or be placed within this easement.

Grantor agrees to undertake no activity or otherwise harm or impair the conservation easement area to prevent or impede the proper functioning of the easement.

To the extent permitted by law, each party shall indemnify the other from any liability, costs, damages, claims, or expenses which arise from that party's sole negligence in the use of the easement.

This easement shall constitute a servitude upon the land so encumbered: shall run with the land in perpetuity and shall bind the Landowner, (the Grantor(s)), their heirs, successors, assigns, lessees, and any other person claiming under them.

This instrument gives immediate possession of the forgoing premises.

