

RETURN TO: Clean Water Services
Mail Stop 10
2550 SW Hillsboro Highway
Hillsboro, OR 97123

Project:
Tax Lot No.: 2S127C002700
Square Feet: 1,685

**EASEMENT FOR WATER QUALITY PRESERVATION AND
STORM AND SURFACE WATER DRAINAGE**

GRANTOR'S NAME: Rogers Northwest, Inc. an Oregon Corporation, successor by merger to Rogers Construction, Inc., an Oregon Corporation, successor by merger to Tigard Sand & Gravel Co., Inc., an Oregon Corporation

ADDRESS: 21455 SW 120th Ave., Tualatin, OR 97062

GRANTOR, owner of the property described herein, has the authority and does hereby grant, convey and warrant unto Clean Water Services, GRANTEE, a non-exclusive perpetual easement in gross to use the real property described in Exhibit A attached hereto and by this reference incorporated herein (Easement Area) for water quality preservation and storm and surface water drainage. This easement includes the right to construct and perpetually maintain storm and surface water drainage and water quality facilities (including vegetation) through, under, and along the Easement Area. This easement includes the right to access the above described easement over and across the land of the GRANTOR for the purpose of maintenance of the easement and facilities therein. This easement shall run with the land and shall be binding upon and shall inure to the benefit of the parties hereto, their heirs, successors and assigns. GRANTEE shall not have any responsibility for pre-existing environmental contamination or for environmental contamination caused by GRANTOR or any third party of the Easement Area.

Any temporary easement granted hereby is automatically extinguished upon acceptance of the completed public facilities in the adjacent permanent easement.

The consideration for this grant is **\$122.00.**

Additional terms and conditions set forth below are hereby agreed to and binding upon the parties to this easement:

1. No structure shall be erected on the Easement Area without the written consent of the GRANTEE.
2. One purpose of this easement shall be to preserve water quality by maintaining native vegetation and habitat conditions within the Easement Area. GRANTOR agrees that any vegetation planted by GRANTEE within the Easement Area shall not be removed, destroyed, mowed, altered or sprayed with biocides. GRANTOR may make additional plantings of Oregon native species within the Easement Area and may prune planted vegetation with approval of GRANTEE.
3. GRANTOR agrees that there shall be no filling, excavating or dredging; no removal of topsoil,

sand, gravel, rock, minerals or other materials, nor any dumping of ashes, trash, garbage, or of any other material, and no changing of the grade or topography of the Easement Area in any manner unless authorized by GRANTEE.

4. GRANTOR agrees that there shall be no damming, dredging or other activities that may be detrimental to water quality within the Easement Area. The scope of this easement includes GRANTEE'S right to remove any barrier to natural creek flow within the Easement Area that may cause flooding of structures subject to the terms of necessary federal, state and local permits. GRANTOR agrees that any activities within the Easement Area which are, in the opinion of the GRANTEE, inconsistent with preserving the natural condition of the Easement Area are prohibited and may be subject to enforcement action.
5. GRANTEE shall take action to enforce the terms of this easement. Enforcement shall include abatement of any prohibited condition or activity within the Easement Area by all means provided under Clean Water Services' Ordinances and Resolution and Orders, and federal and state laws.
6. GRANTEE and its contractors shall confine construction operations to within the Easement Area or make special arrangements with GRANTOR if additional area or access is required.
7. During the time that work is in progress, GRANTEE and GRANTEE'S contractor shall make every effort to maintain the site in a neat and orderly condition. All refuse, excess fill material, etc., shall be removed as soon as practicable. Should the site not be maintained in satisfactory condition, GRANTEE may cause the work to stop until the cleanup portion of the work has been done to the satisfaction of GRANTOR and GRANTEE.

INDIVIDUAL GRANTORS SIGN BELOW

CORPORATE, LLC, PARTNERSHIP, TRUST OR
OTHER LEGAL ENTITY SIGN BELOW

Grantor (Individual)

Rogers Northwest, Inc. an Oregon Corporation

Date

By: AJ Urbanele
(Sign here for entity)

Grantor (Individual)

Title: President

Date

Date: 10-26-20

ACCEPTED

APPROVED AS TO FORM

By: _____
Chief Executive Officer or Designee
Clean Water Services

District Counsel

NOTARIZE DOCUMENT BELOW

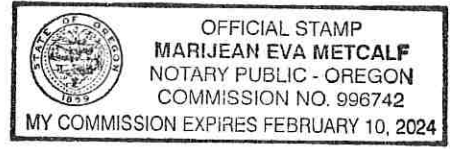
STATE OF Oregon)

County of Washington)

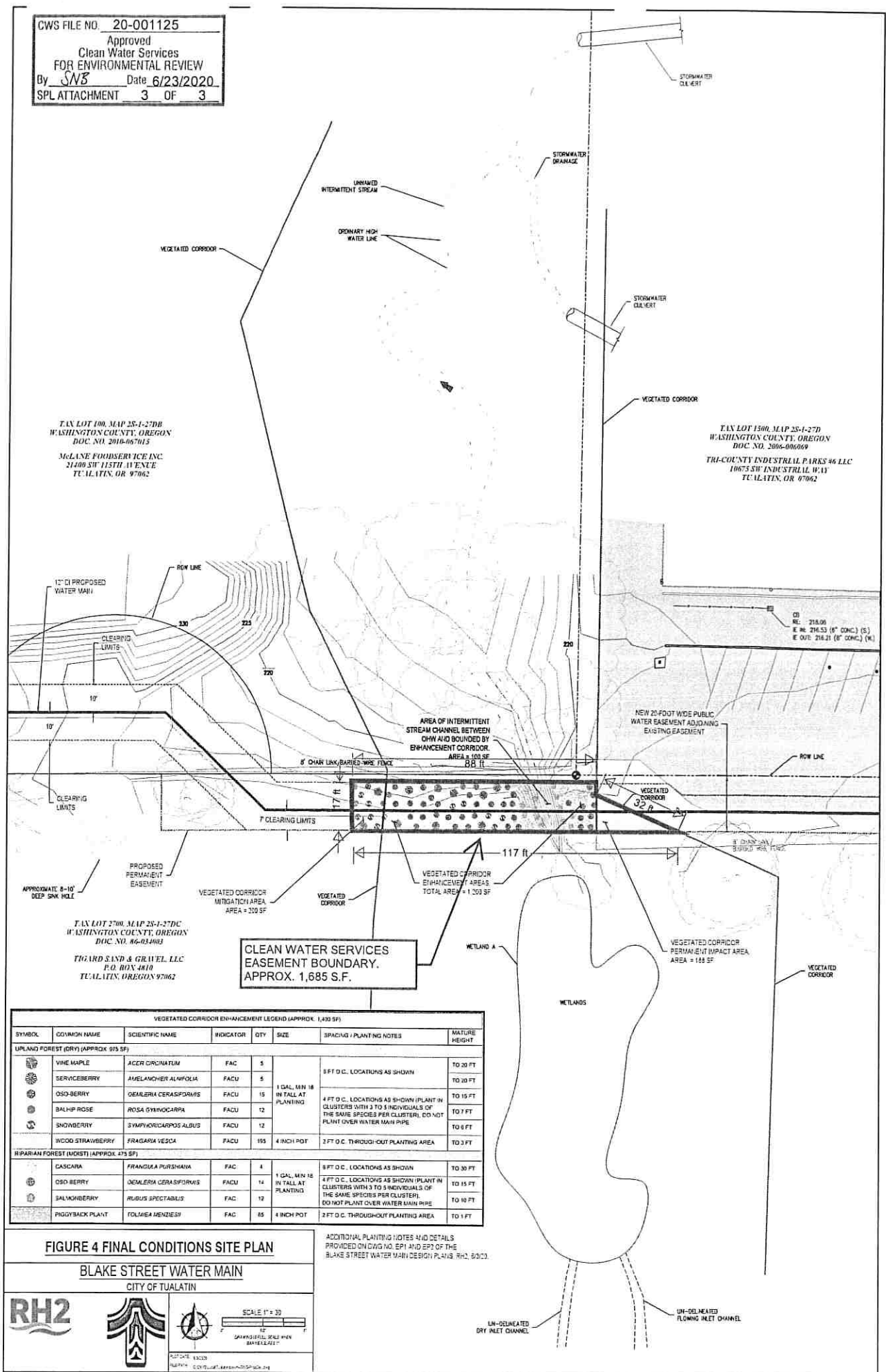
This instrument was acknowledged before me on October 26, 2020 (date)

by Art Urbank as
pres of Rogers Northwest, Inc. an Oregon Corporation

Marijean Metcalf
Notary Public



CWS FILE NO. 20-001125
 Approved
 Clean Water Services
 FOR ENVIRONMENTAL REVIEW
 By JVS Date 6/23/2020
 SPL ATTACHMENT 3 OF 3



TAX LOT 100, MAP 25-1-270B
 WASHINGTON COUNTY, OREGON
 DOC. NO. 2010-067015
 McLANE FOODSERVICE INC
 21400 SW 115TH AVENUE
 TUALATIN, OR 97062

TAX LOT 1300, MAP 25-1-27D
 WASHINGTON COUNTY, OREGON
 DOC. NO. 2006-086009
 TRI-COUNTY INDUSTRIAL PARKS #6 LLC
 10675 SW INDUSTRIAL W. #11
 TUALATIN, OR 97062

TAX LOT 3700, MAP 25-1-37DC
 WASHINGTON COUNTY, OREGON
 DOC. NO. 86-034003
 THORNDYKE & GRAY, LLC
 P.O. BOX 4810
 TUALATIN, OREGON 97062

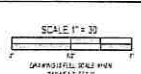
**CLEAN WATER SERVICES
 EASEMENT BOUNDARY.
 APPROX. 1,685 S.F.**

VEGETATED CORRIDOR ENHANCEMENT LEGEND (APPROX. 1,400 SF)							
SYMBOL	COMMON NAME	SCIENTIFIC NAME	INDICATOR	QTY	SIZE	SPACING / PLANTING NOTES	MATURE HEIGHT
UPLAND FOREST (DRY) (APPROX 975 SF)							
🌳	VINE MAPLE	ACCRA CIRCUMATUM	FAC	5		8 FT O.C. LOCATIONS AS SHOWN	TO 20 FT
🌿	SERVICEBERRY	AMELANCHER ALNIFOLIA	FACU	5	1 GAL. MIN 18 IN TALL AT PLANTING		TO 30 FT
🌿	OSO-BERRY	OMALERA CERASIFORMIS	FACU	15	1 GAL. MIN 18 IN TALL AT PLANTING	4 FT O.C. LOCATIONS AS SHOWN (PLANT IN CLUSTERS WITH 3 TO 4 INDIVIDUALS OF THE SAME SPECIES PER CLUSTER). DO NOT PLANT OVER WATER MAIN PIPE.	TO 15 FT
🌿	BALM-ROSE	ROSA SYMBICARPA	FACU	12			TO 7 FT
🌿	SNOWBERRY	SYMPHYCARPOS ALBUS	FACU	12			TO 6 FT
🌿	WOOD STRAWBERRY	FRAGARIA VESCA	FACU	150	4 INCH POT	3 FT O.C. THROUGH-OUT PLANTING AREA	TO 3 FT
RIPARIAN FOREST (MOIST) (APPROX 425 SF)							
🌳	CASCARA	FRANKIA PURSHIANA	FAC	4		8 FT O.C. LOCATIONS AS SHOWN	TO 30 FT
🌿	OSO-BERRY	OMALERA CERASIFORMIS	FACU	14	1 GAL. MIN 18 IN TALL AT PLANTING	4 FT O.C. LOCATIONS AS SHOWN (PLANT IN CLUSTERS WITH 3 TO 4 INDIVIDUALS OF THE SAME SPECIES PER CLUSTER). DO NOT PLANT OVER WATER MAIN PIPE.	TO 15 FT
🌿	BALM-BERRY	RUBUS SPECTABILIS	FAC	12			TO 10 FT
🌿	PIGGYBACK PLANT	FOLMIA MENZIESII	FAC	85	4 INCH POT	2 FT O.C. THROUGH-OUT PLANTING AREA	TO 1 FT

FIGURE 4 FINAL CONDITIONS SITE PLAN

BLAKE STREET WATER MAIN

CITY OF TUALATIN



DATE: 6/23/20
 DRAWN BY: [signature]
 CHECKED BY: [signature]

ADDITIONAL PLANTING NOTES AND DETAILS PROVIDED ON DWG NO. EPI AND EP2 OF THE BLAKE STREET WATER MAIN DESIGN PLANS (R#2, 50/2).

UN-DEGRADED DRY INLET CHANNEL
 UN-DEGRADED FLOWING INLET CHANNEL