***After recording return to:***

**With a copy to:**

Oregon Watershed Enhancement Board

Attn: Acquisitions and Special Programs

Re: Grant No. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

775 Summer Street NE, Suite 360

Salem, OR 97301-1290

ACCESS EASEMENT

This Easement is executed by \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (“Grantor”) and \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (“Grantee”), individually a “Party” and collectively the “Parties”.

# Recitals

Grantor owns fee title to the parcel of land described in Exhibit A (the “Grantor Tract”). Grantee owns fee title to a[n adjoining] tract of land described in Exhibit B (the “Grantee Tract”). Grantee needs perpetual access across the Grantor Tract for land protection, restoration, and stewardship activities on the Grantee Tract.

# Agreement

Therefore, in consideration of [$\_\_\_\_\_\_\_\_\_\_\_\_, and] mutual benefits derived by the Parties, the receipt and sufficiency of which are hereby acknowledged, Grantor and Grantee agree as follows:

1. **Grant of Easement**. Grantor hereby grants to Grantee, for the benefit of the Grantee Tract, a private, perpetual, nonexclusive, appurtenant easement (the “Easement”) over and across a \_\_\_\_- foot wide strip of land situated on the Grantor Tract, with said strip of land described in, or depicted on, Exhibit C (the “Easement Area”). This grant of Easement is made subject to all exceptions to title or of record in the Official Records of \_\_\_\_\_\_\_\_\_\_\_\_ County, Oregon.

2. **Easement Use**. The Easement will be used solely for vehicular and pedestrian access to and from the Grantee Tract, using the existing \_\_\_\_-foot wide road within the Easement Area. Use of the Easement Area will be restricted to Grantee, its successors in ownership of the Grantee Tract, the Oregon Watershed Enhancement Board (“OWEB”), and Grantee’s tenants, invitees, agents, and employees (Grantee and the foregoing parties are collectively referred to as, the “Users”), with said use being in common with use of the Easement Area by the owner of the Grantor Tract, its successors in ownership of the Grantor Tract, and their tenants, invitees, agents, employ­ees, successors, and assigns.

3. **Reserved Rights**. Grantor reserves the right to use the Easement Area for all lawful purposes, including but not limited to, installing utilities, cables, landscaping, signage, concrete and asphalt surfaces, and other improvements, together with the right to grant to third parties any such reserved rights, as long as such uses do not unreasonably interfere with Grantee’s authorized use of the Easement Area.

4. **Nature of Easement**. The Easement granted herein is appurtenant to, and for the benefit of, the Grantee Tract, burdens the Grantor Tract, and shall run with the land. Any conveyance of fee title to the Grantee Tract will include a conveyance of this appurtenant Easement, whether or not the Easement is specifically identified in the conveyance instrument.

5. **Maintenance; Repair**. Grantor and Grantee shall maintain and repair the Easement Area in accordance with ORS 105.170 – 105.185.

6. **No Dedication**. Nothing contained herein will be deemed to be a gift or dedication of any portion of the Easement Area to the general public, for the general public, or for any public use or purpose whatso­ever.

7. **Indemnity; Attorney Fees.**

A. GRANTEE WILL INDEMNIFY AND HOLD GRANTOR AND OWEB HARMLESS FROM AND AGAINST ALL CLAIMS, DAMAGES, LOSSES, CAUSES OF ACTION, COSTS, AND EXPENSES (INCLUDING, WITHOUT LIMITATION, ATTORNEY FEES), WHICH MAY BE ASSERTED AGAINST OR INCURRED BY GRANTOR AS A RESULT OF ANY ACT OR OMISSION OF THE USERS RELATED TO THE EASEMENT AREA.

B. In the event of any litigation or other proceedings brought by a Party to enforce or interpret this Easement, the prevailing Party in such proceedings will be entitled to recover from the other Party the reasonable attorney fees and other costs incurred by the prevailing Party in the proceedings or any appeal therefrom.

8. **Successors**. This Easement will be binding on, and inure to the benefit of Grantor and Grantee, and their respective heirs, successors, and assigns.

9. **Relocation**. The owner of the Grantor Tract will have the right, at its option, to relocate the Ease­ment Area to another course over and across the Grantor Tract from time to time, provided that: (i) Grantor provides Grantee with reasonable advance written notice of Grantor’s intent to exercise the relocation option; (ii) Grantor pays all expenses associated with the relocation including, but not limited to, physical construction costs and documentation and recording of the Easement amendment, if needed, to effect such relocation; (iii) the relocated Easement Area provides comparable access to the Grantee Tract; and (iv) the Users are provided reasonable options for accessing the Grantee Tract during the period of time that the Easement Area is being relocated.

10. **Amendment**. This Agreement may only be amended by written instrument executed by the Parties.

11. **Notices**. Any notice required or permitted by this Easement must be in writing and given by delivering the same in person to the recipient or by sending the same by registered or certified mail, return receipt requested, with postage prepaid, to the address of the Grantor or Grantee as follows:

Grantor:

Grantee:

12. **Recording.** Grantee shall record this Easement in the Official Records of \_\_\_\_\_\_\_\_\_\_\_\_\_\_ County, Oregon.

13. **Governing Law; Venue**. The laws of the State of Oregon (without giving effect to its conflicts of law principles) govern all matters arising out of or relating to this Easement, including, without limitation, its validity, interpretation, construction, performance, and enforcement. Either Party bringing a legal action or proceeding against the other Party arising out of or relating to this Easement shall bring the legal action or proceeding in the Circuit Court of the State of Oregon for Marion County. Each Party hereby consents to the exclusive jurisdiction of such court, waives any objection to venue, and waives any claim that such forum is an inconvenient forum.

14. **Entire Agreement; Construction**. This Easement sets forth the entire and complete agreement between the Parties with respect to the subject matter hereof. Any prior agreements, commitments, or representations, express or implied, between the Parties are superseded by this Easement.

Executed to be effective as of the \_\_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_, 20\_\_\_.

GRANTOR:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
Title: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

GRANTEE:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
Title: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

STATE OF \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ )

 ) ss.

County of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ )

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

/s/\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
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 \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.

/s/\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
Notary Public for Oregon
My commission expires: \_\_\_\_\_\_\_\_

# Exhibit A

Grantor Tract

# Exhibit B

Grantee Tract

# Exhibit C

Easement Area