CHAPTER 2

RELATED DOCUMENTS AND FORMS
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## CHAPTER 2

### RELATED DOCUMENTS AND FORMS

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**NOTE**: The documents contained herein are provided for reference only; they may be changed from time to time to keep up with County Recording Procedures and advice from City Counsel. All forms that will be recorded should be re-typed for actual use. Word processing files in Microsoft Word format can be purchased from the City of Keizer Department of Public Work.
CITY COUNCIL, CITY OF KEIZER, STATE OF OREGON

Resolution R00 -

ESTABLISHING PUBLIC IMPROVEMENT DESIGN STANDARDS

SAMPLE
CURRENT PUBLIC WORKS DEPARTMENT FEES
for
PLANS REVIEW
and
CONSTRUCTION PERMITS

Sanitary Sewers:

Plan Check Fee  ¼ of 1% of the Engineer’s Estimated Cost
($600 minimum)

Construction Permit Fee 1% of the Engineer’s Estimated Cost

Water System:

Plan Check Fee  ¼ of 1% of the Engineer’s Estimated Cost
($600 minimum)

Construction Permit Fee 4% of the Engineer’s Estimated Cost

Streets:

Plan Check Fee  ¼ of 1% of the Engineer’s Estimated Cost
($600 minimum)

Construction Permit Fee 2.5% of the Engineer’s Estimated Cost

Storm Drainage:

Plan Check Fee  ¼ of 1% of the Engineer’s Estimated Cost
($600 minimum)

Construction Permit Fee 2.5% of the Engineer’s Estimated Cost

Note:
1. $600 minimum plan check fee will be assessed only once in the case of a subdivision where water, sewer, street and storm drainage plans are submitted as one package for review.
2. Payment of Construction Permit Fees required prior to the beginning of construction.

City Council Resolution R2006-1697 passed June 19, 2006
CONSTRUCTION PERMIT APPLICATION

Project Name: ______________________________  Permit No. ______________________________

<table>
<thead>
<tr>
<th></th>
<th>CONSTR. COST</th>
<th>PLAN CHECK FEE*</th>
<th>PERMIT FEE</th>
</tr>
</thead>
<tbody>
<tr>
<td>WATER</td>
<td></td>
<td></td>
<td>@ 4.0% of Construction</td>
</tr>
<tr>
<td>SEWER</td>
<td></td>
<td></td>
<td>@ 1.0% of Construction</td>
</tr>
<tr>
<td>STREET</td>
<td></td>
<td></td>
<td>@ 2.5% of Construction</td>
</tr>
<tr>
<td>STORM DRAIN</td>
<td></td>
<td></td>
<td>@ 2.5% of Construction</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td><strong>TOTAL FEES</strong></td>
</tr>
</tbody>
</table>

*1/4 of 1%: $600.00 Minimum

Description:
DEVELOPER:       ENGINEER: 
Name: ____________________________  Name: ____________________________
Address: __________________________ Address: ____________________________
City, State, Zip: __________________________  City, State, Zip: __________________________
Phone: __________________________  Phone: __________________________

For Detail Design Information Please Reference the Standard Construction Specifications dated Spring 1995.

☒ 40% Maintenance Bond Required
☐ Street Lighting District Required
☐ 100% Performance Bond for Overlay
☐ Special Approval Conditions Attached

Deferred Assessments (front foot charge)  Review Offsite Easement ☐ $ ______
Water ☐ $ __________  Water Live Tap Fee ☐ $ ______
Storm ☐ $ __________  Sewer Acreage Fee ☐ $ ______
Sewer ☐ $ __________  Storm Acreage Fee ☐ $ ______
Street Signs ☐ $ ______
Recording Fees ☐ $ ______

Note: Permit application expires 6 months from approval date. Permit expires 1 year from approval date.

Notify the Department of Public Works at least 48 hours prior to start of construction. A pre-construction conference is required, the scheduling of which shall be coordinated by the City Engineer.

We, the undersigned, as Developer(s) promise to save harmless and indemnify the City of Keizer, the Council, its’ officers and employees from all suits, or claims arising out of the operations of ourselves, our contractors, subcontractors or their employees, of any character brought because of any injuries or damages received or sustained by any person or property on account of any neglect in safeguarding the work site or other action, omission, neglect or misconduct of any of the above persons. Additionally, we have read, understand, and acknowledge City of Keizer ordinance OR 96-347.

Signed: __________________________________________  Date: __________________________
Signature of Owner - not the engineer or other agent

Approved: __________________________________________  Date: __________________________
REQUEST FOR PRINTING SERVICES

Printing and plotting services are provided on a time and materials basis by the City of Keizer. I/We request that the City of Keizer, through its City Engineer Peterson Engineering Consultants, provide the following printing and/or plotting services:

These services will be provided on a time and materials basis, with a minimum charge established with the City of Keizer's agreement with the City of Salem for reprinting aerial photographs. No digital copies of the City of Keizer’s aerial photographs will be provided in any situation.

By signing below, the Applicant acknowledges and agrees to the following conditions:
1. Applicant agrees to reimburse the City of Keizer for all services provided by Peterson Engineering Consultants on a time and materials basis. Estimates may be provided, but are not binding upon the City of Keizer.
2. The individual executing the Request is authorized to obligate payment on behalf of the individual or company requesting services.
3. A check for the amount due will be received by Peterson Engineering Consultants on behalf of the City of Keizer.
   (Make all checks payable to the City of Keizer)
4. All invoices for printing and plotting services provided by Peterson Engineering Consultants will be paid in full prior at the time materials are picked up by the Applicant.

Following receipt of this signed request, Peterson Engineering Consultants will schedule printing and plotting work as soon as possible. No time frame or schedule for requested services is expressed or implied.

Requested by:
(Company or Individual requesting services)

Authorized Representative

By: ____________________________________________

Signature: ______________________________________

Title: __________________________________________

(Company or Individual requesting services)
IMPROVEMENT AGREEMENT

This Agreement, made and entered into this _____ day of ____________, ____ by and between the City of Keizer, an Oregon municipal corporation, hereinafter called the “City,” and

___________________________________ hereinafter called the “Developer.”

WHEREAS, on _____________________ the Hearings Officer granted conditional approval to the tentative plat of the ______________________ Subdivision, (Planning File # _____ ); and

WHEREAS, certain conditions were imposed on the Developer as part of the approval of the Subdivision; and

WHEREAS, the Developer is constructing Public Improvements for a _____ Lot subdivision along the boundary of___________________; and

WHEREAS, on ________________, _____ The City Engineer approved construction plans under Public Works Project Number _____ for the ______________________ Subdivision, consistent with the conditions contained within the Hearings Officer’s approval; and

WHEREAS, the Developer wishes to plat and develop the________________________ Subdivision, the boundary of which is described as follows:

SEE ATTACHMENT “A”
NOW, THEREFORE, the Developer and the City agree to the following conditions for the development of this Subdivision to-wit:

1. The Developer shall complete or cause to be completed the improvements as detailed on the approved construction plans and according to the specifications and standards on file in the office of the Keizer Public Works Director.

2. The Developer shall cause his engineer to provide all surveying services necessary to stake the project prior to construction and to prepare and furnish to the City as-built drawings on disk, in autocad format for all public and private infrastructure and facilities, including easements, within thirty (30) days following completion of the project. All such work shall be in conformance with the current Keizer Standard Construction Specifications.

3. The Developer shall complete required improvements in Six (6) months, or cause them to be completed within twelve (12) months of the date of this Agreement. Upon written request of the Developer, however, this Agreement may be extended for an additional period of twelve (12) months with City approval.

4. The Developer shall, after satisfactorily completing conditions 1 through 3, submit a warranty bond, valued at a minimum amount of forty percent (40%) of the estimated construction cost of all public improvements and facilities, and guaranteeing the completed project construction for a period of one (1) year from the date of acceptance.

5. The Developer shall, after satisfactorily completing conditions 1 through 3, submit a performance bond, valued at one hundred percent (100%) to guarantee completion of the street overlay.

6. It is agreed between the City and the Developer that no building permits for any structures within the development will be issued until all of the required improvements have been constructed and all conditions of approval have been met by the Developer and accepted by the City.

7. The Developer shall provide evidence all off site or unplatted easements have been recorded.

8. The parties hereto agree that should any suit or action be filed to enforce the terms of this Agreement or the breach thereof, the losing party agrees to pay the prevailing party’s reasonable attorney fees in an amount to be set by the court, including costs, disbursements and any such attorney fees, costs or disbursements associated with any appeal therefrom.
In witness whereof, the said City of Keizer has caused this Agreement to be signed for the City of Keizer, Oregon, and the Developer has caused this Agreement to be signed and sealed the same as the date and year first written above.

City of Keizer, an
Oregon municipal corporation

By:______________________  By:______________________
City Manager     Public Works Director

STATE OF OREGON )
County of Marion ) ss.

This instrument was acknowledged before me on ________________, _____, by ____________________, as the City Manager for the City of Keizer, and ____________________, as the Public Works Director for the City of Keizer, proved to me on the basis of satisfactory evidence to be the person(s) who signed the within instrument in my presence.

____________________________
NOTARY PUBLIC FOR OREGON
My Commission Expires:_________

By:_____________________
Developer

STATE OF OREGON )
County of Marion ) ss.

This instrument was acknowledged before me on ________________, _____, by ____________________, proved to me on the basis of satisfactory evidence to be the person(s) who signed the within instrument in my presence.

____________________________
NOTARY PUBLIC FOR OREGON
My Commission Expires:_________

CITY OF KEIZER DESIGN STANDARDS
RELATED DOCUMENTS AND FORMS - 7
AMENDED IMPROVEMENT AGREEMENT

Re-recorded to correct building permit restrictions previously recorded on Reel ____, Page ____.

This Agreement, made and entered into this ____ day of ______________, ____ by and between the City of Keizer, an Oregon municipal corporation, hereinafter called the “City,” and ______________________, hereinafter called the “Developer.”

WHEREAS, on ______________, ____ the Hearings Officer granted conditional approval to the tentative plat of ______________________________, (Planning File No. ____; and

WHEREAS, certain conditions were imposed on the Developer as part of the approval of the ____________; and

WHEREAS, the Developer has completed the construction of the Public Improvements called for on the construction plans approved by the City Engineer on ______________, ____ under Public Works Project Number ______, with the following exceptions:

List Exceptions Here

WHEREAS, the Developer wishes to plat and develop the ______________________________ and to obtain building permits on lots within the development, the boundary of which is described as follows:

SEE EXHIBIT “A”
NOW, THEREFORE, the Developer and the City agree to the following amended conditions for the development of this Subdivision to-wit:

1. The Developer shall complete or cause to be completed the improvements as detailed on the approved construction plans and according to the specifications and standards on file in the office of the Keizer Public Works Director.

2. The Developer shall cause his engineer to provide all surveying services necessary to stake the project prior to construction and to prepare and furnish to the City as-built drawings on disk, in autocad format for all public and private infrastructure and facilities, including easements, within thirty (30) days following completion of the project. All such work shall be in conformance with the current Keizer Standard Construction Specifications.

3. The Developer shall complete required improvements in Six (6) months, or cause them to be completed within twelve (12) months of the date of this Agreement. Upon written request of the Developer, however, this Agreement may be extended for an additional period of twelve (12) months with City approval.

4. The Developer shall, after satisfactorily completing conditions 1 through 3, submit a warranty bond valued at a minimum amount of forty percent (40%) of the estimated construction cost of all public improvements and facilities, and guaranteeing the completed project construction for a period of one (1) year from the date of acceptance.

5. The Developer shall, after satisfactorily completing conditions 1 through 3, submit a performance bond, valued at one hundred percent (100%) to guarantee completion of the street overlay.

6. It is agreed between the City and the Developer that the Improvement Agreement dated ______________, ____, recorded in Reel ____, Page ____, Marion County Deed Records, is amended to allow the City of Keizer to issue building permits on all lots within the development, with the following exceptions:

   Lots _____________ or None

7. The Developer shall provide evidence all off site or unplatted easements have been recorded.

8. The parties hereto agree that should any suit or action be filed to enforce the terms of this Agreement or the breach thereof, the losing party agrees to pay the prevailing party’s reasonable attorney fees in an amount to be set by the court, including costs, disbursements and any such attorney fees, costs or disbursements associated with any appeal therefrom.
In witness whereof, the said City of Keizer has caused this Agreement to be signed for the City of Keizer, Oregon, and the Developer has caused this Agreement to be signed and sealed the same as the date and year first written above.

City of Keizer, an Oregon municipal corporation

By:______________________  By:______________________
City Manager     Public Works Director

STATE OF OREGON     ss.
County of Marion

This instrument was acknowledged before me on _________________, _____, by ________________, as the City Manager for the City of Keizer, and ____________________, as the Public Works Director for the City of Keizer, proved to me on the basis of satisfactory evidence to be the person(s) who signed the within instrument in my presence.

NOTARY PUBLIC FOR OREGON
My Commission Expires:_______

By:_____________________
Developer

STATE OF OREGON     ss.
County of Marion

This instrument was acknowledged before me on _________________, _____, by ________________________________ proved to me on the basis of satisfactory evidence to be the person(s) who signed the within instrument in my presence.

NOTARY PUBLIC FOR OREGON
My Commission Expires:_______
NON REMONSTRANCE AGREEMENT

This Agreement made this _____ day of ______________, _____, by and between the City of Keizer, an Oregon municipal corporation, hereinafter called the “City”, and ______________________________, hereinafter called the “Owners”, owners of and applicants with respect to the following described real property, to wit:

See Exhibit “A”

Witnesseth:

Whereas, owners have applied to City for approval with respect to development of the subject property,

Whereas, approval has been conditioned upon Owner’s execution of this Non-Remonstrance Agreement in order to insure proper and efficient urbanization in the area and extension and construction of public improvements in compliance with the comprehensive plan and other applicable development standards and criteria: now, therefore,

In consideration of approval by City of Owner’s application referenced above, the undersigned owner does hereby promise and agree as follows:

1) To waive the right to remonstrate against any local improvement project benefitting the subject property respecting ________________________, and the undersigned hereby fully and completely waives the right to later remonstrate against such improvement projects.

2) The undersigned further promises, agrees, declares, and dedicates that the agreement set forth above and the promises contained herein do constitute a covenant and restriction henceforth running with the land described above and shall henceforth be binding upon the undersigned, his, her or their heirs, successors or assigns and directs that this agreement shall be filed for record in the deed records of the appropriate county as affecting the title to the property described above.
IN WITNESS WHEREOF, the owners have executed the above as of the date first above written.

Owner(s) Mailing address of Owner(s)
__________________________________  ________________________  
__________________________________  ________________________  

STATE OF OREGON )
) ss.
County of Marion )

Dated this ______ day of ____________, ______, Personally appeared ____________________________, who being duly sworn did say that he/she is the __________________ of _______________________, an Oregon professional corporation and that this instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and acknowledged this instrument to be that corporation’s voluntary act and deed.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

Notary Public for Oregon
My Commission Expires on ____________

STATE OF OREGON )
) ss.
County of Oregon )

THIS CERTIFIES that on the _____ day of ____________, ______, before me, the undersigned notary personally appeared ____________________________, known to me to be the identical person(s) whose name(s) is/are subscribed to the within instrument and acknowledged that he/she/they executed the same for the purpose therein contained.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

Notary Public for Oregon
My Commission Expires on ____________

Approved:

Zoning Administrator
Satisfaction of Improvement Agreement

“Re-recorded to correct **Building Permit Restrictions** previously recorded on
Reel _____, Page _____. ”

Know all men by these presents that the City of Keizer, Oregon, declares the conditions and obligations set forth in that certain improvement agreement with ___________________________ for the __________________ Subdivision, (Planning File No. _____) dated the _____ day of ____________, ____, made and executed by the Public Works Director and recorded in Reel _____, Page _____, Deed Records of Marion County, have been fully satisfied and discharged.

Dated this_____ day of ________________, ____.

___________________
Public Works Director
City of Keizer, Oregon

STATE OF OREGON )
COUNTY OF MARION )
) ss.

This instrument was acknowledged before me on ___________________________, by ______________________, as the Public Works Director for the City of Keizer, Oregon.

_______________________
Notary Public for Oregon
My Commission Expires: ____________
WARRANTY DEED

, Grantor, for good and valuable consideration, the receipt of which is hereby acknowledged, does convey unto the CITY OF KEIZER, Oregon, a municipal corporation, Grantee, fee title to the property shown on Exhibit “A” and described on Exhibit “A” attached hereto and by this reference made a part hereof.

Grantor also grants to Grantee, its successors and assigns, a permanent easement for the construction, installation and maintenance of a public roadway, to construct and maintain slopes, and to relocate, construct, and maintain water, sanitary sewer, storm drainage, gas, electric, and communication lines, fixtures, and facilities and street signs, upon, over, through, and across the property also shown on Exhibit “A” and described on Exhibit “A” attached hereto.

The Dedicator covenants and warrants to the City of Keizer, its successors and assigns, that he/she/they is/are lawfully seized in fee simple of the above described premises, free from all encumbrances and that Dedicator will warrant and forever defend the said premises and every part and parcel thereof against the lawful claims and demands of all persons whomsoever.

IN WITNESS WHEREOF, the Dedicator has executed this instrument this _____ day of __________, ____.  

Dedicator(s) SEAL __________________________

STATE OF OREGON )
) ss
County of Marion )

On this ___ day of __________, ____, before me personally appeared __________________________, proved to me on the basis of satisfactory evidence to be the person(s) who signed the within instrument in my presence.

NOTARY PUBLIC FOR OREGON
My Commission expires: __________
This dedication is accepted on behalf of the public by the City of Keizer, however, the City of Keizer does not accept responsibility to maintain the property described above and is not responsible for any damages resulting on the dedicated property prior to the date that improvements are completed and the property is opened for public use. By acceptance alone, the City of Keizer does not open the subject property for public use.

Approved by: 

______________________________
City Manager
PUBLIC RIGHT OF WAYDEDICATION

KNOW ALL MEN BY THESE PRESENTS, that _________________________, hereinafter called the “Dedicator”, in consideration of payment of No Dollars, but for other valuable consideration to them paid, the receipt of which is hereby acknowledged, does hereby dedicate to the use of the public forever, for public right of way, sidewalk, and utility purposes, all the certain land described as follows:

SEE EXHIBIT “A”

The Dedicator covenants and warrants to the City of Keizer, its successors and assigns, that he/she/they is/are lawfully seized in fee simple of the above described premises, free from all encumbrances and that Dedicator will warrant and forever defend the said premises and every part and parcel thereof against the lawful claims and demands of all persons whomsoever.

IN WITNESS WHEREOF, the Dedicator has executed this instrument this ____ day of ______________, ____.

Dedicator(s) SEAL __________________________

STATE OF OREGON )
) ss
County of Marion )

On this ____ day of ______________, ____, before me personally appeared ________________________, proved to me on the basis of satisfactory evidence to be the person(s) who signed the within instrument in my presence.

NOTARY PUBLIC FOR OREGON
My Commission expires: ________

This dedication is accepted on behalf of the public by the City of Keizer, however, the City of Keizer does not accept responsibility to maintain the property described above and is not responsible for any damages resulting on the dedicated property prior to the date that improvements are completed and the property is opened for public use. By acceptance alone, the City of Keizer does not open the subject property for public use.

Approved by: __________________________
City Manager

CITY OF KEIZER DESIGN STANDARDS
RELATED DOCUMENTS AND FORMS - 16
PUBLIC ROADWAY DEDICATION

KNOW ALL MEN BY THESE PRESENTS, that _________________________, hereinafter called the “Dedicator”, in consideration of payment of No Dollars, but for other valuable consideration to them paid, the receipt of which is hereby acknowledged, does hereby dedicate to the use of the public forever, for public roadway, sidewalk, and utility purposes, all the certain land described as follows:

SEE EXHIBIT “A”

The Dedicator covenants and warrants to the City of Keizer, its successors and assigns, that he/she/they is/are lawfully seized in fee simple of the above described premises, free from all encumbrances and that Dedicator will warrant and forever defend the said premises and every part and parcel thereof against the lawful claims and demands of all persons whomsoever.

IN WITNESS WHEREOF, the Dedicator has executed this instrument this _____ day of ______________, ____. Dedicator(s) SEAL __________________________

STATE OF OREGON )
) ss
County of Marion )

On this ___ day of _____________, ____, before me personally appeared ________________________, proved to me on the basis of satisfactory evidence to be the person(s) who signed the within instrument in my presence.

NOTARY PUBLIC FOR OREGON
My Commission expires: ________

This dedication is accepted on behalf of the public by the City of Keizer, however, the City of Keizer does not accept responsibility to maintain the property described above and is not responsible for any damages resulting on the dedicated property prior to the date that improvements are completed and the property is opened for public use. By acceptance alone, the City of Keizer does not open the subject property for public use.

Approved by: _______________________
City Manager

CITY OF KEIZER DESIGN STANDARDS
RELATED DOCUMENTS AND FORMS - 17
PUBLIC UTILITY EASEMENT

KNOW ALL MEN BY THESE PRESENTS, that _____________________________________, ("Grantors"), for good and valuable consideration, the receipt of which is hereby acknowledged, does forever grant unto the CITY OF KEIZER, a municipal corporation, ("Grantee"), a permanent easement over and along the full width and length of the premises described as follows, to-wit:

An easement for Public Utility Purposes upon and across the following described property:

SEE EXHIBIT “A”

TO HAVE AND TO HOLD the above described permanent easement unto said Grantee for roadway improvements, sanitary sewer pipelines, domestic water pipelines, storm drainage facilities, and for the use and benefit of public utility companies furnishing electric power, natural gas, telephone service, and cable television service in accordance with the conditions and covenants as follows:

The permanent easement shall include the right, privilege, and authority to the said City of Keizer and such public utilities to access upon, excavate for, and to construct, build, install, lay, patrol, operate, maintain, repair, replace, relocate, inspect, and remove roadway improvements, underground sanitary sewer, storm drain, water pipelines, electrical power, transmission and supply cable, natural gas pipelines, cable television, and telephone communication lines with all appurtenances incident thereto or necessary therewith, including above ground valve boxes, fire hydrants, manholes, catch basins, junction structures, utility vaults, or telephone pedestals for the purpose of carrying or conveying potable water or catching, carrying, and conveying sewage waste and surplus waters, and for similar uses in, under, and across the said premises, and together with the right of said City of Keizer and utility owners to access upon, place, excavate, replace, repair, install, maintain, operate, inspect, add to the number of and relocate such utilities and necessary appurtenances, and make excavations therefor from time to time, in, under, and through the above-described premises within said easement, and to cut and remove from said easement any trees and other obstructions which may endanger the safety or interfere with the use of said pipelines or appurtenances attached to or connected therewith; and the right of ingress and egress to and over said above-described premises at any and all times for the purpose of repairing, renewing, excavating, replacing, inspecting, maintaining the pipelines and appurtenances, and for doing anything necessary, useful, or convenient for the enjoyment of the easement hereby granted. No building or other permanent structure shall be constructed over the pipeline easement, and no earth fill or
embankment shall be placed within this easement, nor over this pipeline without a specific written agreement between the Grantee and the Grantors, their successors or assigns. Should such specific agreement be executed, Grantee will set forth the conditions under which such fill or embankment may be placed, including a stipulation that all risks of damage to the pipeline shall be assumed by Grantors, their successors or assigns.

Grantee will indemnify and hold harmless the Grantors, their successors, and assigns, from claims for injury to person or property as a result of the negligence of the Grantee, its agents or employees in the construction, operation or maintenance of said pipeline.

The City of Keizer, upon the initial installation, and upon each and every occasion that the same be repaired, replaced, renewed, added to, or removed, shall restore the premises of the Grantors, and any improvements disturbed by the City, to as good condition as they were prior to any such installation or work, including the restoration of any topsoil and lawn.

Witness my hand and seal this ___ day of ______, ______.

(SEAL)

(SEAL)

STATE OF OREGON  )
   ) ss.
County of Marion  )

On this ___ day of ________, ______ before me personally appeared _____________________________________________, proved to me on the basis of satisfactory evidence to be the person(s) who signed the within instrument in my presence.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal on the day and year above written.

Notary Public for Oregon
My Commission Expires: ____________

Accepted By: ________________________
Public Works Director
PUBLIC UTILITY EASEMENT
(Sidewalk Only)

KNOW ALL MEN BY THESE PRESENTS, that ____________________________,
("Grantors"), for good and valuable consideration, the receipt of which is hereby acknowledged,
does forever grant unto the CITY OF KEIZER, a municipal corporation, ("Grantee"), a
permanent easement over and along the full width and length of the premises described as
follows, to-wit:

SEE EXHIBIT “A”

TO HAVE AND TO HOLD the above described permanent easement unto said Grantee in
accordance with the conditions and covenants as follows:

The permanent easement shall include the right, privilege, and authority to the said City
of Keizer, to excavate for, and to construct, place, operate, maintain, repair, replace, relocate,
inspect, and remove a sidewalk with all appurtenances incident thereto or necessary therewith,
in, under, and through the above-described premises within said easement, and to cut and remove
from said easement any trees and other obstructions which may endanger the safety or interfere
with the use of said sidewalk or appurtenances attached to or connected therewith; and the right
of ingress and egress to and over said above-described premises at any and all times for the
purpose of repairing, renewing, excavating, replacing, inspecting, maintaining and for doing
anything necessary, useful, or convenient for the enjoyment of the easement hereby granted. No
building or other permanent structure shall be constructed over the easement, and no earth fill or
embankment shall be placed within this easement, nor over this sidewalk without a specific
written agreement between the Grantee and the Grantors, their successors or assigns. Should
such specific agreement be executed, Grantee will set forth the conditions under which such fill
or embankment may be placed, including a stipulation that all risks of damage to the sidewalk
shall be assumed by Grantors, their successors or assigns.

Grantee will indemnify and hold harmless the Grantors, their successors, and assigns,
from claims for injury to person or property as a result of the negligence of the Grantee, its
agents or employees in the construction, operation or maintenance of said sidewalk.
The City of Keizer, upon the initial installation, and upon each and every occasion that the same be repaired, replaced, renewed, added to, or removed, shall restore the premises of the Grantors, and any improvements disturbed by the City, to as good condition as they were prior to any such installation or work, including the restoration of any topsoil and lawn.

Witness my hand and seal this _____ day of ____________, _____.

________________________________(SEAL)

________________________________(SEAL)

STATE OF OREGON )
) ss.
County of Marion )

On this ___ day of ____________, ______ before me personally appeared _________________________________, proved to me on the basis of satisfactory evidence to be the person(s) who signed the within instrument in my presence.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal on the day and year above written.

________________________________
Notary Public for Oregon
My Commission Expires:_____________

Accepted By: _______________________
Public Works Director
KNOW ALL MEN BY THESE PRESENTS, that _____________________________________,
("Grantors"), for good and valuable consideration, the receipt of which is hereby acknowledged,
does forever grant unto the CITY OF KEIZER, a municipal corporation, ("Grantee"), a
permanent easement over and along the full width and length of the premises described as
follows, to-wit:

SEE EXHIBIT “A”

TO HAVE AND TO HOLD the above described permanent easement unto said Grantee in
accordance with the conditions and covenants as follows:

The permanent easement shall include the right, privilege, and authority to the said City
of Keizer, to excavate for, and to construct, place, operate, maintain, repair, replace, relocate,
inspect, and remove underground traffic control facilities with all appurtenances incident thereto
or necessary therewith, including surface access boxes, for the purpose of conveying traffic
control signals under said premises, and make excavations therefore from time to time, in, under,
and through the above-described premises within said easement, and to cut and remove from said
easement any trees and other obstructions which may endanger the safety or interfere with the
use of said traffic control facilities or appurtenances attached to or connected therewith; and the
right of ingress and egress to and over said above-described premises at any and all times for the
purpose of repairing, renewing, excavating, replacing, inspecting, maintaining the said traffic
control facilities and appurtenances, and for doing anything necessary, useful, or convenient for
the enjoyment of the easement hereby granted. Grantors agree and understand that the work
described above may necessitate temporary blockage and/or rerouting of traffic during the course
of such work. No building or other permanent structure shall be constructed over the easement,
and no earth fill or embankment shall be placed within this easement, nor over this easement
without a specific written agreement between the Grantee and the Grantors, their successors or
assigns. Should such specific agreement be executed, Grantee will set forth the conditions under
which such fill or embankment may be placed, including a stipulation that all risks of damage to
the traffic control facilities shall be assumed by Grantors, their successors or assigns.
Grantee will indemnify and hold harmless the Grantors, their successors, and assigns, from claims for injury to person or property as a result of the negligence of the Grantee, its agents or employees in the construction, operation or maintenance of said traffic control facilities.

The City of Keizer, upon the initial installation, and upon each and every occasion that the same be repaired, replaced, renewed, added to, or removed, shall restore the premises of the Grantors, and any improvements disturbed by the City, to as good condition as they were prior to any such installation or work, including the restoration of any topsoil and lawn.

Witness my hand and seal this _____ day of __________, _____.

(SEAL)

(SEAL)

STATE OF OREGON )
) ss.
County of Marion )

On this _____ day of __________, _____ before me personally appeared ____________________________, proved to me on the basis of satisfactory evidence to be the person(s) who signed the within instrument in my presence.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal on the day and year above written.

______________________________
Notary Public for Oregon
My Commission Expires:_____________

Accepted By: ________________________
Public Works Director
SLOPE EASEMENT

KNOW ALL MEN BY THESE PRESENTS, that ____________________________, (“Grantors”), for good and valuable consideration, the receipt of which is hereby acknowledged, does forever grant unto the CITY OF KEIZER, a municipal corporation, (“Grantee”), a permanent easement over and along the full width and length of the premises described as follows, to-wit:

SEE EXHIBIT “A”

TO HAVE AND TO HOLD the above described permanent easement unto said Grantee for the construction and maintenance of slopes in accordance with the conditions and covenants as follows:

The permanent easement shall include the right, privilege, and authority to the said City of Keizer to access upon, excavate for, and to construct, build, install, lay, patrol, operate, maintain, repair, replace, relocate, inspect, and remove slopes; and together with the right of said City of Keizer to access upon, place, excavate, replace, repair, install, maintain, operate, inspect, and make excavations therefore from time to time, in, under, and through the above-described premises within said easement, and to cut and remove from said easement any trees and other obstructions which may endanger the safety or interfere with the use of said slope easement; and the right of ingress and egress to and over said above-described premises at any and all times for the purpose of repairing, renewing, excavating, replacing, inspecting, and maintaining the slope, and for doing anything necessary, useful, or convenient for the enjoyment of the easement hereby granted. No building or other permanent structure shall be constructed over the easement, and no earth fill or embankment shall be placed within this easement without a specific written agreement between the Grantee and the Grantors, their successors or assigns. Should such specific agreement be executed, Grantee will set forth the conditions under which such fill or embankment may be placed, including a stipulation that all risks of damage to the slope shall be assumed by Grantors, their successors or assigns.

Grantee will indemnify and hold harmless the Grantors, their successors, and assigns, from claims for injury to person or property as a result of the negligence of the Grantee, its agents or employees in the construction, operation or maintenance of said slope.
The City of Keizer, upon the initial installation, and upon each and every occasion that the same be repaired, replaced, renewed, added to, or removed, shall restore the premises of the Grantors, and any improvements disturbed by the City, to as good condition as they were prior to any such installation or work, including the restoration of any topsoil and lawn.

Witness my hand and seal this _____ day of __________, _____.

_____________________________(SEAL)

_____________________________(SEAL)

STATE OF OREGON     )
County of Marion     ) ss.

On this _____ day of __________, _____ before me personally appeared ________________, proved to me on the basis of satisfactory evidence to be the person(s) who signed the within instrument in my presence.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal on the day and year above written.

______________________________
Notary Public for Oregon
My Commission Expires: ____________

Accepted By:
______________________________
Public Works Director
PUBLIC UTILITY EASEMENT

KNOW ALL MEN BY THESE PRESENTS, that ______________________, (“Grantors”), for good and valuable consideration, the receipt of which is hereby acknowledged, does forever grant unto the CITY OF KEIZER, a municipal corporation, (“Grantee”), a permanent easement over and along the full width and length of the premises described as follows, to-wit:

An easement for Public Utility Purposes upon and across the following described property:

SEE EXHIBIT “A”

TOGETHER with an additional temporary Working Easement described as follows:

SEE EXHIBIT “B”

TO HAVE AND TO HOLD the above described permanent easement unto said Grantee for roadway improvements, sanitary sewer pipelines, domestic water pipelines, storm drainage facilities, and for the use and benefit of public utility companies furnishing electric power, natural gas, telephone service, and cable television service in accordance with the conditions and covenants as follows:

The permanent easement shall include the right, privilege, and authority to the said City of Keizer and such public utilities to access upon, excavate for, and to construct, build, install, lay, patrol, operate, maintain, repair, replace, relocate, inspect, and remove roadway improvements, underground sanitary sewer, storm drain, water pipelines, electrical power, transmission and supply cable, natural gas pipelines, cable television, and telephone communication lines with all appurtenances incident thereto or necessary therewith, including above ground valve boxes, fire hydrants, manholes, catch basins, junction structures, utility vaults, or telephone pedestals for the purpose of carrying or conveying potable water or catching, carrying, and conveying sewage waste and surplus waters, and for similar uses in, under, and across the said premises, and together with the right of said City of Keizer and utility owners to access upon, place, excavate, replace, repair, install, maintain, operate, inspect, add to the number of and relocate such utilities and necessary appurtenances, and make excavations therefor from time to time, in, under, and through the above-described premises within said easement, and to cut and remove from said easement any trees and other obstructions which may endanger the safety or interfere with the use of said pipelines or appurtenances attached to or connected therewith; and the right of ingress and egress to and over said above-described
premises at any and all times for the purpose of repairing, renewing, excavating, replacing, inspecting, maintaining the pipelines and appurtenances, and for doing anything necessary, useful, or convenient for the enjoyment of the easement hereby granted. No building or other permanent structure shall be constructed over the pipeline easement, and no earth fill or embankment shall be placed within this easement, nor over this pipeline without a specific written agreement between the Grantee and the Grantors, their successors or assigns. Should such specific agreement be executed, Grantee will set forth the conditions under which such fill or embankment may be placed, including a stipulation that all risks of damage to the pipeline shall be assumed by Grantors, their successors or assigns.

Grantee will indemnify and hold harmless the Grantors, their successors, and assigns, from claims for injury to person or property as a result of the negligence of the Grantee, its agents or employees in the construction, operation or maintenance of said pipeline.

The City of Keizer, upon the initial installation, and upon each and every occasion that the same be repaired, replaced, renewed, added to, or removed, shall restore the premises of the Grantors, and any improvements disturbed by the City, to as good condition as they were prior to any such installation or work, including the restoration of any topsoil and lawn.

Witness my hand and seal this _____ day of ____________, _____.

_________________________________(SEAL)

_________________________________(SEAL)

STATE OF OREGON 
) ss.
County of Marion 
)

On this ____ day of ____________, _____ before me personally appeared ____________________________________________, proved to me on the basis of satisfactory evidence to be the person(s) who signed the within instrument in my presence.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal on the day and year above written.

______________________________
Notary Public for Oregon
My Commission Expires:_____________

Accepted By:  ________________________
  Public Works Director
KNOW ALL MEN BY THESE PRESENTS, that _______________________, (“Grantors”), for good and valuable consideration, the receipt of which is hereby acknowledged, does forever grant unto the CITY OF KEIZER, a municipal corporation, (“Grantee”), a permanent easement over and along the full width and length of the premises described as follows, to-wit:

An easement for Access and Public Utility Purposes upon and across the following described property:

SEE EXHIBIT “A”

TO HAVE AND TO HOLD the above described permanent easement unto said Grantee for roadway improvements, sanitary sewer pipelines, domestic water pipelines, storm drainage facilities, and for the use and benefit of public utility companies furnishing electric power, natural gas, telephone service, and cable television service in accordance with the conditions and covenants as follows:

The permanent easement shall include the right, privilege, and authority to the said City of Keizer and such public utilities to access upon, excavate for, and to construct, build, install, lay, patrol, operate, maintain, repair, replace, relocate, inspect, and remove roadway improvements, underground sanitary sewer, storm drain, water pipelines, electrical power, transmission and supply cable, natural gas pipelines, cable television, and telephone communication lines with all appurtenances incident thereto or necessary therewith, including above ground valve boxes, fire hydrants, manholes, catch basins, junction structures, utility vaults, or telephone pedestals for the purpose of carrying or conveying potable water or catching, carrying, and conveying sewage waste and surplus waters, and for similar uses in, under, and across the said premises, and together with the right of said City of Keizer and utility owners to access upon, place, excavate, replace, repair, install, maintain, operate, inspect, add to the number of and relocate such utilities and necessary appurtenances, and make excavations therefor from time to time, in, under, and through the above-described premises within said easement, and to cut and remove from said easement any trees and other obstructions which may endanger the safety or interfere with the use of said pipelines or appurtenances attached to or connected therewith; and the right of ingress and egress to and over said above-described premises at any and all times for the purpose of repairing, renewing, excavating, replacing, inspecting, maintaining the pipelines and appurtenances, and for doing anything necessary, useful, or convenient for the enjoyment of the easement hereby granted. No building or other
permanent structure shall be constructed over the pipeline easement, and no earth fill or embankment shall be placed within this easement, nor over this pipeline without a specific written agreement between the Grantee and the Grantors, their successors or assigns. Should such specific agreement be executed, Grantee will set forth the conditions under which such fill or embankment may be placed, including a stipulation that all risks of damage to the pipeline shall be assumed by Grantors, their successors or assigns.

Grantee will indemnify and hold harmless the Grantors, their successors, and assigns, from claims for injury to person or property as a result of the negligence of the Grantee, its agents or employees in the construction, operation or maintenance of said pipeline.

The City of Keizer, upon the initial installation, and upon each and every occasion that the same be repaired, replaced, renewed, added to, or removed, shall restore the premises of the Grantors, and any improvements disturbed by the City, to as good condition as they were prior to any such installation or work, including the restoration of any topsoil and lawn.

Witness my hand and seal this _____ day of ____________,  _____.

________________________________________(SEAL)

________________________________________(SEAL)

STATE OF OREGON )

County of Marion  ) ss.

On this _____ day of ____________, ______ before me personally appeared __________________________________________, proved to me on the basis of satisfactory evidence to be the person(s) who signed the within instrument in my presence.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal on the day and year above written.

________________________________________
Notary Public for Oregon
My Commission Expires:____________________

Accepted By:  __________________________
Public Works Director

CITY OF KEIZER DESIGN STANDARDS
RELATED DOCUMENTS AND FORMS - 29
KNOW ALL MEN BY THESE PRESENTS, that _____________________________________,
(“Grantors”), for good and valuable consideration, the receipt of which is hereby acknowledged,
does forever grant unto the CITY OF KEIZER, a municipal corporation, (“Grantee”), a
permanent easement over and along the full width and length of the premises described as
follows, to-wit:

SEE EXHIBIT “A”

TO HAVE AND TO HOLD the above described permanent easement unto said Grantee in
accordance with the conditions and covenants as follows:

The permanent easement shall include the right, privilege, and authority to the said City
of Keizer, to excavate for, and to construct, place, operate, maintain, repair, replace, relocate,
inspect, and remove a storm drain pipeline with all appurtenances incident thereto or necessary
therewith, including any ground level catch basins, manholes, junction structures, etc. for the
purpose of conveying surface runoff water under the said premises, and make excavations
therefore from time to time, in, under, and through the above-described premises within said
easement, and to cut and remove from said easement any trees and other obstructions which may
endanger the safety or interfere with the use of said pipelines or appurtenances attached to or
connected therewith; and the right of ingress and egress to and over said above-described
premises at any and all times for the purpose of repairing, renewing, excavating, replacing,
inspecting, maintaining the number of pipelines and appurtenances, and for doing anything
necessary, useful, or convenient for the enjoyment of the easement hereby granted.

No building or other permanent structure shall be constructed over the pipeline easement,
and no earth fill or embankment shall be placed within this easement, nor over this pipeline
without a specific written agreement between the Grantee and the Grantors, their successors or
assigns. Should such specific agreement be executed, Grantee will set forth the conditions under
which such fill or embankment may be placed, including a stipulation that all risks of damage to
the pipeline shall be assumed by Grantors, their successors or assigns.
Grantee will indemnify and hold harmless the Grantors, their successors, and assigns, from claims for injury to person or property as a result of the negligence of the Grantee, its agents or employees in the construction, operation or maintenance of said pipeline.

The City of Keizer, upon the initial installation, and upon each and every occasion that the same be repaired, replaced, renewed, added to, or removed, shall restore the premises of the Grantors, and any improvements disturbed by the City, to as good condition as they were prior to any such installation or work, including the restoration of any topsoil and lawn.

Witness my hand and seal this _____ day of ____________, _____.

(SEAL)  
(SEAL)

STATE OF OREGON )
) ss.
County of Marion )

On this _____ day of ____________, _____ before me personally appeared ________________________, proved to me on the basis of satisfactory evidence to be the person(s) who signed the within instrument in my presence.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal on the day and year above written.

Notary Public for Oregon
My Commission Expires:_____________

Accepted By: _______________________
Public Works Director
KNOW ALL MEN BY THESE PRESENTS, that ____________________________,
(“Grantors”), for good and valuable consideration, the receipt of which is hereby acknowledged,
does forever grant unto the CITY OF KEIZER , a municipal corporation, (“Grantee”), a
permanent easement over and along the full width and length of the premises described as
follows, to-wit:

SEE EXHIBIT “A”

TO HAVE AND TO HOLD the above described permanent easement unto said Grantee in
accordance with the conditions and covenants as follows:

The permanent easement shall include the right, privilege, and authority to the said City
of Keizer, to excavate for, and to construct, place, operate, maintain, repair, replace, relocate,
inspect, and remove a water pipeline with all appurtenances incident thereto or necessary
therewith, including any ground level valve boxes and fire hydrants, for the purpose of
conveying potable water under the said premises, and make excavations therefore from time to
time, in, under, and through the above-described premises within said easement, and to cut and
remove from said easement any trees and other obstructions which may endanger the safety or
interfere with the use of said pipelines or appurtenances attached to or connected therewith; and
the right of ingress and egress to and over said above-described premises at any and all times
for the purpose of repairing, renewing, excavating, replacing, inspecting, maintaining the number of
pipelines and appurtenances, and for doing anything necessary, useful, or convenient for the
enjoyment of the easement hereby granted. No building or other permanent structure shall be
constructed over the pipeline easement, and no earth fill or embankment shall be placed within
easement without a specific written agreement between the Grantee and the Grantors, their successors or assigns. Should such specific agreement be executed,
Grantee will set forth the conditions under which such fill or embankment may be placed,
including a stipulation that all risks of damage to the pipeline shall be assumed by Grantors, their
successors or assigns.

Grantee will indemnify and hold harmless the Grantors, their successors, and assigns,
from claims for injury to person or property as a result of the negligence of the Grantee, its
agents or employees in the construction, operation or maintenance of said pipeline.
The City of Keizer, upon the initial installation, and upon each and every occasion that the same be repaired, replaced, renewed, added to, or removed, shall restore the premises of the Grantors, and any improvements disturbed by the City, to as good condition as they were prior to any such installation or work, including the restoration of any topsoil and lawn.

Witness my hand and seal this _____ day of ____________, _____.

____________________________(SEAL)

____________________________(SEAL)

STATE OF OREGON )
) ss.
County of Marion )

On this ___ day of ____________, _____ before me personally appeared

_______________________________, proved to me on the basis of satisfactory
evidence to be the person(s) who signed the within instrument in my presence.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal on the day and year above written.

______________________________
Notary Public for Oregon
My Commission Expires:___________

Accepted By: _______________________
Public Works Director

CITY OF KEIZER DESIGN STANDARDS
RELATED DOCUMENTS AND FORMS - 33
KNOW ALL MEN BY THESE PRESENTS, that ________________________________,
(“Grantors”), for good and valuable consideration, the receipt of which is hereby acknowledged, does forever grant unto the CITY OF KEIZER, a municipal corporation, (“Grantee”), a permanent easement over and along the full width and length of the premises described as follows, to-wit:

SEE EXHIBIT “A”

TO HAVE AND TO HOLD the above described permanent easement unto said Grantee in accordance with the conditions and covenants as follows:

The permanent easement shall include the right, privilege, and authority to the said City of Keizer, to excavate for, and to construct, place, operate, maintain, repair, replace, relocate, inspect, and remove an underground sanitary sewer pipeline with all appurtenances incident thereto or necessary therewith, including manholes, for the purpose of conveying sewage waste under said premises, and make excavations therefore from time to time, in, under, and through the above-described premises within said easement, and to cut and remove from said easement any trees and other obstructions which may endanger the safety or interfere with the use of said pipelines or appurtenances attached to or connected therewith; and the right of ingress and egress to and over said above-described premises at any and all times for the purpose of repairing, renewing, excavating, replacing, inspecting, maintaining the said pipeline and appurtenances, and for doing anything necessary, useful, or convenient for the enjoyment of the easement hereby granted. No building or other permanent structure shall be constructed over the pipeline easement, and no earth fill or embankment shall be placed within this easement, nor over this pipeline without a specific written agreement between the Grantee and the Grantors, their successors or assigns. Should such specific agreement be executed, Grantee will set forth the conditions under which such fill or embankment may be placed, including a stipulation that all risks of damage to the pipeline shall be assumed by Grantors, their successors or assigns.

Grantee will indemnify and hold harmless the Grantors, their successors, and assigns, from claims for injury to person or property as a result of the negligence of the Grantee, its agents or employees in the construction, operation or maintenance of said pipeline.
The CITY OF KEIZER, upon the initial installation, and upon each and every occasion that the same be repaired, replaced, renewed, added to, or removed, shall restore the premises of the Grantors, and any improvements disturbed by the City, to as good condition as they were prior to any such installation or work, including the restoration of any topsoil and lawn.

Witness my hand and seal this _____ day of ____________, ____.

________________________________(SEAL)

________________________________(SEAL)

STATE OF OREGON )
) ss.
County of Marion )

On this ___ day of ____________, ______ before me personally appeared

________________________________, proved to me on the basis of satisfactory evidence to be the person(s) who signed the within instrument in my presence.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal on the day and year above written.

________________________________
Notary Public for Oregon
My Commission Expires:_____________

Accepted By: ______________________
Public Works Director