

## **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

**Notse:**

- 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. \_\_\_\_\_

	CONST. COST	PLAN CHECK FEE*	PERMIT FEE	
WATER				@ 4.0% of Construction
SEWER				@ 1.0% of Construction
STREET				@ 2.5% of Construction
STORM DRAIN				@ 2.5% of Construction
	TOTAL FEES			

\*1/4 of 1%: \$600.00 Minimum

Description: \_\_\_\_\_

**DEVELOPER:**

Name: \_\_\_\_\_  
 Address: \_\_\_\_\_  
 City, State, Zip: \_\_\_\_\_  
 Phone: \_\_\_\_\_

**ENGINEER:**

Name: \_\_\_\_\_  
 Address: \_\_\_\_\_  
 City, State, Zip: \_\_\_\_\_  
 Phone: \_\_\_\_\_

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

- 40% Maintenance Bond Required
- 100% Performance Bond for Overlay

- Street Lighting District Required
- Special Approval Conditions Attached

Deferred Assessments (front foot charge)

Water  \$ \_\_\_\_\_  
 Storm  \$ \_\_\_\_\_  
 Sewer  \$ \_\_\_\_\_

Review Offsite Easement  \$ \_\_\_\_\_  
 Water Live Tap Fee  \$ \_\_\_\_\_  
 Sewer Acreage Fee  \$ \_\_\_\_\_  
 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, sub-contractors 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: \_\_\_\_\_  
 Signature of Owner - not the engineer or other agent

Date: \_\_\_\_\_

Approved: \_\_\_\_\_

Date: \_\_\_\_\_

**CITY OF KEIZER DEPARTMENT OF PUBLIC WORKS**

**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:

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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: \_\_\_\_\_

**AFTER RECORDING**

**RETURN TO:**

City Recorder  
City of Keizer  
P.O. Box 21000  
Keizer, OR 97307

**UNTIL A CHANGE IS MADE**

**SEND ALL TAX STATEMENTS TO:**

NO CHANGE

Original Deed **REEL** \_\_\_\_\_, **PAGE** \_\_\_\_\_

**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: \_\_\_\_\_  
City Manager

By: \_\_\_\_\_  
Public Works Director

STATE OF OREGON     )  
                                  )  
County of Marion    )     ss.

*SAMPLE*

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: \_\_\_\_\_

**AFTER RECORDING  
RETURN TO:**

City Recorder  
City of Keizer  
P.O. Box 21000  
Keizer, OR 97307

**UNTIL A CHANGE IS MADE  
SEND ALL TAX STATEMENTS TO:**

NO CHANGE

Original Deed **REEL** \_\_\_\_\_, **PAGE** \_\_\_\_\_

**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: \_\_\_\_\_  
City Manager

By: \_\_\_\_\_  
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: \_\_\_\_\_

**AFTER RECORDING  
RETURN TO:**

City Recorder  
City of Keizer  
P.O. Box 21000  
Keizer, OR 97307

**UNTIL A CHANGE IS MADE  
SEND ALL TAX STATEMENTS TO:**

NO CHANGE

Original Deed **REEL** \_\_\_\_\_, **PAGE** \_\_\_\_\_

**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

**AFTER RECORDING  
RETURN TO:**

**UNTIL A CHANGE IS MADE  
SEND ALL TAX STATEMENTS TO:**

City Recorder  
City of Keizer  
P.O. Box 21000  
Keizer, OR 97307

NO CHANGE

**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            )  
  )        ss.  
County of Marion            )

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: \_\_\_\_\_

**AFTER RECORDING  
RETURN TO:**

City Recorder  
City of Keizer  
P.O. Box 21000  
Keizer, OR 97307

**UNTIL A CHANGE IS MADE  
SEND ALL TAX STATEMENTS TO:**

NO CHANGE

Original Deed **REEL** \_\_\_\_\_, **PAGE** \_\_\_\_\_

**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

*SAMPLE*



**AFTER RECORDING  
RETURN TO:**

City Recorder  
City of Keizer  
P.O. Box 21000  
Keizer, OR 97307

**UNTIL A CHANGE IS MADE  
SEND ALL TAX STATEMENTS TO:**

NO CHANGE

Original Deed **REEL** \_\_\_\_\_, **PAGE** \_\_\_\_\_

**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

**AFTER RECORDING  
RETURN TO:**

City Recorder  
City of Keizer  
P.O. Box 21000  
Keizer, OR 97307

**UNTIL A CHANGE IS MADE  
SEND ALL TAX STATEMENTS TO:**

NO CHANGE

Original Deed **REEL** \_\_\_\_\_, **PAGE** \_\_\_\_\_

### **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

**AFTER RECORDING  
RETURN TO:**

City Recorder  
City of Keizer  
P.O. Box 21000  
Keizer, OR 97307

**UNTIL A CHANGE IS MADE  
SEND ALL TAX STATEMENTS TO:**

NO CHANGE

Original Deed **REEL** \_\_\_\_\_, **PAGE** \_\_\_\_\_

**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

**AFTER RECORDING  
RETURN TO:**

City Recorder  
City of Keizer  
P.O. Box 21000  
Keizer, OR 97307

**UNTIL A CHANGE IS MADE  
SEND ALL TAX STATEMENTS TO:**

NO CHANGE

Original Deed **REEL** \_\_\_\_\_, **PAGE** \_\_\_\_\_

**EASEMENT  
(Traffic Control 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 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 \_\_\_\_\_, \_\_\_\_\_.

*SAMPLE*

\_\_\_\_\_  
(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

**AFTER RECORDING  
RETURN TO:**

City Recorder  
City of Keizer  
P.O. Box 21000  
Keizer, OR 97307

**UNTIL A CHANGE IS MADE  
SEND ALL TAX STATEMENTS TO:**

NO CHANGE

Original Deed **REEL** \_\_\_\_\_, **PAGE** \_\_\_\_\_

**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 \_\_\_\_\_, \_\_\_\_\_.

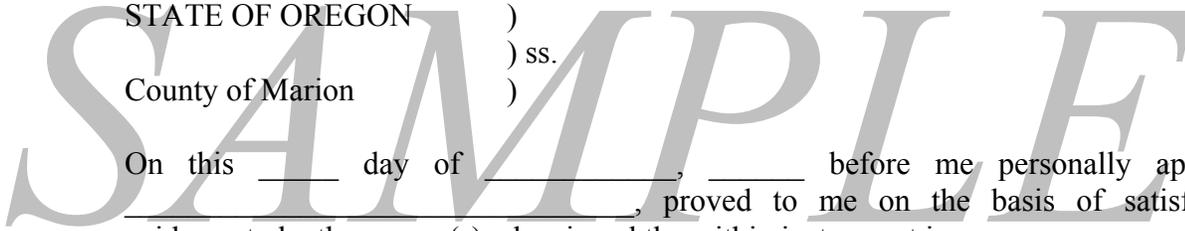
\_\_\_\_\_(SEAL)

\_\_\_\_\_(SEAL)

STATE OF OREGON )

) 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

**AFTER RECORDING  
RETURN TO:**

City Recorder  
City of Keizer  
P.O. Box 21000  
Keizer, OR 97307

**UNTIL A CHANGE IS MADE  
SEND ALL TAX STATEMENTS TO:**

NO CHANGE

Original Deed **REEL** \_\_\_\_\_, **PAGE** \_\_\_\_\_

**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

**AFTER RECORDING  
RETURN TO:**

City Recorder  
City of Keizer  
P.O. Box 21000  
Keizer, OR 97307

**UNTIL A CHANGE IS MADE  
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NO CHANGE

Original Deed **REEL** \_\_\_\_\_, **PAGE** \_\_\_\_\_

**Access & 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 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            )  
  ) 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

**AFTER RECORDING  
RETURN TO:**

City Recorder  
City of Keizer  
P.O. Box 21000  
Keizer, OR 97307

**UNTIL A CHANGE IS MADE  
SEND ALL TAX STATEMENTS TO:**

NO CHANGE

Original Deed **REEL** \_\_\_\_\_, **PAGE** \_\_\_\_\_

**PIPELINE EASEMENT  
(Storm Drain 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 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.



**AFTER RECORDING  
RETURN TO:**

City Recorder  
City of Keizer  
P.O. Box 21000  
Keizer, OR 97307

**UNTIL A CHANGE IS MADE  
SEND ALL TAX STATEMENTS TO:**

NO CHANGE

Original Deed **REEL** \_\_\_\_\_, **PAGE** \_\_\_\_\_

**PIPELINE EASEMENT  
(Water Line 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 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  
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.



**AFTER RECORDING  
RETURN TO:**

City Recorder  
City of Keizer  
P.O. Box 21000  
Keizer, OR 97307

**UNTIL A CHANGE IS MADE  
SEND ALL TAX STATEMENTS TO:**

NO CHANGE

Original Deed **REEL** \_\_\_\_\_, **PAGE** \_\_\_\_\_

**PIPELINE EASEMENT  
(Sanitary Sewer 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 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.

