

**CITY OF CARLTON**  
**Public Works Design Standards**

---

**Utility Companies & Agencies**

**Appendix C**

---



## UTILITY COMPANIES AND AGENCIES

The following is a summary list of utility companies with utilities within the City, as well as public agencies with jurisdiction within the City. This summary is not necessarily complete or up to date, and is included solely for benefit of the developer, and is not intended to indicate all utilities or agencies which must be contacted or from which approvals must be obtained.

Category	Utility/Agency	Phone #
City Hall	Carlton City Hall	(503) 852-7575
City Utilities	Carlton Public Works	(503) 852-7575
City Engineer	Westech Engineering	(503) 585-2474
Fire Chief	Carlton Fire Department	(503) 852-7575
Gas	NW Natural Gas (currently no gas in town)	(503) 585-6611
Power	PGE	(503) 463-4383
Telephone	Verizon	(503) 644-9848
Fiber Optic	Verizon	(503) 644-9848
TV	Comcast	(541) 230-0219
State Highway	ODOT District 3	(503) 986-2874
County Roads	Yamhill County Public Works	(503) 434-7515
Sanitary Sewer	Dept. of Environmental Quality (DEQ) Western Region	(503) 378-8240
Water System	Oregon Health Division (OHD) Drinking Water Section	(503) 731-4317
Schools	Yamhill Carlton School District	(503) 852-6980



**CITY OF CARLTON**  
**Public Works Design Standards**

---

**Standard Easement Forms, Etc.**

**Appendix D**

---

Note: Forms in this appendix are sample model documents only, included for convenience of reference by developers. The documents are subject to modification by the City to address project specific conditions (as required by Public Works, the City Engineer or the City Attorney).



**After recording, return to:**

City of Carlton  
PO Box 458  
Carlton, OR 97111

**PERMANENT ACCESS EASEMENT & UTILITY EASEMENT**

The undersigned, \_\_\_\_\_, Grantor(s) do hereby grant to City of Carlton, Yamhill County, Oregon, a municipal corporation, referred to herein as City, a permanent and exclusive access & utility easement for the construction, reconstruction, operation and maintenance of City utilities, including water, sanitary sewer, storm drainage and other City utilities (and such other uses not deemed by the City to be incompatible therewith), and all necessary related facilities above, upon and under the following described premises:

*Sample wording*

All that portion of the tract of land described in the attached Legal Description labeled "Exhibit A" and map labeled "Exhibit B" (incorporated herein by reference), which is located within the following described parcels:

• Lot \_\_, Block \_\_, \_\_\_\_\_ subdivision plat

-or- • Tract described in Volume \_\_, page \_\_, Yamhill County Deed Records.

-or-

A portion of Parcel \_\_/Lot \_\_ of Partition Plat 200\_-\_\_\_/\_\_\_\_ (subdivision), Deed Records of Yamhill County, incorporated herein by reference, said easement shown as "Easement \_\_" on said \_\_\_\_\_ plat.

-or-

Easement \_\_ as shown on plat for \_\_\_\_\_, Yamhill County deed records, incorporated herein by reference.

These easements are for the benefit of the City and afford the City all rights to utilize said easements in perpetuity.

The utility easement shall include the right of the City, its employees, agents, contractors, consultants and assigns to have ingress and egress above, upon and under the easement at all times for the purpose of excavating, constructing, installing, operating, repairing, maintaining and removing public or private utilities. The City, its employees, agents, contractors, consultants and assigns, shall have the right to clear and keep clear all trees, undergrowth, and other obstructions that may interfere with access, normal operation or maintenance of said utilities, out of and away from the easement.

The Grantor agrees not to plant, build, construct, or create, nor permit others to plant, build, construct, or create any flora, buildings or other structures, including fences, on the easement that may interfere with the use of the easement for the purposes set forth herein or with the normal operation, inspection, access to or maintenance of the utilities.

Upon the final acceptance of the installed water, sewer or storm drain system by the City (after any required warranty periods), the City shall be responsible for all further restorations of the premises if at any time the City

causes the utilities to be repaired or maintained. The City, upon each and every occasion that the same be repaired, maintained or removed shall restore the premise of the Grantor, by removing all debris and leaving the ground surface in a neat and presentable condition. Grass and topsoil shall be restored as near as feasible to as good a condition as the same were prior to any repair or maintenance by the City.

- ( ) Consideration for this grant consists wholly of value other than money.
- ( ) Consideration for this grant consists of \_\_\_\_\_ dollars and other valuable consideration to Grantor paid by \_\_\_\_\_.

Legal Effect. This easement is binding upon and inures to the benefit of all heirs, successors and assigns of Grantor and City and runs with the land.

Provision Applicable Law. This easement shall be governed by, and construed in accordance with the laws of the State of Oregon.

Waiver. Failure of either party at any time to require performance of any provision of this easement shall not limit the parties' right to enforce the provision, nor shall any waiver of any breach of any provision of this easement be a waiver of any succeeding breach of the provision or a waiver of the provision itself or any other provision.

Severability. The determination that one or more provisions of this easement is invalid, void or illegal or unenforceable shall not effect or invalidate the remainder of this easement.

Modification. No amendment or modification of this easement shall be valid unless in writing and signed by all parties hereto. City may vacate this easement in accordance with state law and local ordinance.

//

//

//



The individuals executing this Agreement warrant that they have full authority to execute this Agreement on behalf of the entity for whom they are acting herein.

WITNESS our hands and seals this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
(Printed Name of Grantors)

\_\_\_\_\_  
(Signature of Grantors)

STATE OF OREGON            )  
  ) ss.  
County of \_\_\_\_\_ )

On this \_\_\_\_ day of \_\_\_\_\_, 20\_\_, personally appeared before me, the above named persons, \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, known to me to be the person(s) whose signature is above subscribed, and acknowledged to me that this is a free act and deed, for the uses and purposes therein expressed. In witness whereof, I have hereunto set my hand and affixed by official seal on the day and year last above written.

\_\_\_\_\_  
(Notary Signature)  
Notary Public for Oregon  
My Commission Expires: \_\_\_\_\_

APPROVED:

\_\_\_\_\_  
Carlton City Manager

\_\_\_\_\_  
Date

This instrument was acknowledged before me on the \_\_\_\_ day \_\_\_\_\_, 2\_\_, by

\_\_\_\_\_  
(Notary Signature)  
Notary Public for Oregon  
My Commission Expires: \_\_\_\_\_

City Engineer (Initial) \_\_\_\_\_ (if modified)



**After recording, return to:**  
City of Carlton  
PO Box 458  
Carlton, OR 97111

## PERMANENT ACCESS EASEMENT AND FIRE LANE EASEMENT

The undersigned, \_\_\_\_\_, Grantor(s) do hereby grant to City of Carlton, Yamhill County, Oregon, a municipal corporation, referred to herein as City, a permanent access easement and fire lane easement for the construction, reconstruction, operation and maintenance of an fire lane (and such other uses not deemed by the City to be incompatible therewith), and all necessary related facilities above, upon and under the following described premises:

*Sample wording*

All that portion of the tract of land described in the attached Legal Description labeled "Exhibit A" and map labeled "Exhibit B" (incorporated herein by reference), which is located within the following described parcels:

- Lot \_\_, Block \_\_, \_\_\_\_\_ subdivision plat

-or- • Tract described in Volume \_\_, page \_\_, Yamhill County Deed Records.

-or-

A portion of Parcel \_\_/Lot \_\_ of Partition Plat 2004-\_\_\_\_/\_\_\_\_ (subdivision), Deed Records of Yamhill County, incorporated herein by reference, said easement shown as "Easement \_\_" on said \_\_\_\_\_ plat.

-or-

Easement \_\_ as shown on plat for \_\_\_\_\_, Yamhill County deed records, incorporated herein by reference.

These easements are for the benefit of the City and afford the City all rights to utilize said easements in perpetuity.

The permanent access easement and fire lane easement shall include the right of City, its employees, agents, contractors, consultants and assigns to have ingress and egress above, upon and under the easement at all times for the purpose of installing, repairing, maintaining an emergency access and fire lane. The City, its employees, agents, contractors, consultants and assigns, shall have the right to clear and keep clear all obstructions, trees, undergrowth, and other obstructions that may interfere with access, normal operation or maintenance of said emergency access and fire lane, out of and away from the easement.

Notwithstanding these rights, the City shall be under no obligation to perform maintenance or repairs on said easement.

The access easement and fire lane easement shall be designated and signed for no parking, and the fire lane shall include the right, privilege, and authority of City and/or the Fire Department to remove or cause to have removed any and all obstructions, including vehicles, from the above described premises which may interfere

with the full use of the fire lane. Except for the uses specifically stated herein, this easement does not grant any rights to the public for access across the referenced property.

No trees, permanent structures or improvements, including parallel fences shall be placed or constructed on the easement by the Grantor or the Grantor's heirs, assigns or successors in interest.

- ( ) Consideration for this grant consists wholly of value other than money.
- ( ) Consideration for this grant consists of \_\_\_\_\_ dollars and other valuable consideration to Grantor paid by \_\_\_\_\_.

Legal Effect. This easement is binding upon and inures to the benefit of all heirs, successors and assigns of Grantor and City and runs with the land.

Provision Applicable Law. This easement shall be governed by, and construed in accordance with the laws of the State of Oregon.

Waiver. Failure of either party at any time to require performance of any provision of this easement shall not limit the parties' right to enforce the provision, nor shall any waiver of any breach of any provision of this easement be a waiver of any succeeding breach of the provision or a waiver of the provision itself or any other provision.

Severability. The determination that one or more provisions of this easement is invalid, void or illegal or unenforceable shall not effect or invalidate the remainder of this easement.

Modification. No amendment or modification of this easement shall be valid unless in writing and signed by all parties hereto. City may vacate this easement in accordance with state law and local ordinance.

//

//

//

//

//

The individuals executing this Agreement warrant that they have full authority to execute this Agreement on behalf of the entity for whom they are acting herein.

WITNESS our hands and seals this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_

\_\_\_\_\_

(Printed Name of Grantors)

(Signature of Grantors)

STATE OF OREGON            )  
  ) ss.  
County of \_\_\_\_\_ )

On this \_\_\_\_ day of \_\_\_\_\_, 20\_\_, personally appeared before me, the above named persons, \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, known to me to be the person(s) whose signature is above subscribed, and acknowledged to me that this is a free act and deed, for the uses and purposes therein expressed. In witness whereof, I have hereunto set my hand and affixed by official seal on the day and year last above written.

\_\_\_\_\_  
(Notary Signature)  
Notary Public for Oregon  
My Commission Expires: \_\_\_\_\_

APPROVED:

\_\_\_\_\_  
Carlton City Manager

\_\_\_\_\_  
Date

This instrument was acknowledged before me on the \_\_\_\_ day \_\_\_\_\_, 2\_\_, by

\_\_\_\_\_  
(Notary Signature)  
Notary Public for Oregon  
My Commission Expires: \_\_\_\_\_

City Engineer (Initial) \_\_\_\_\_ (if modified)



After recording, return to:  
City of Carlton  
PO Box 458  
Carlton, OR 97111

## PERMANENT SIDEWALK EASEMENT

The undersigned, \_\_\_\_\_, Grantor(s) do hereby grant to City of Carlton, Yamhill County, Oregon, a municipal corporation, referred to herein as City, a permanent sidewalk easement for the construction, reconstruction, operation and maintenance of sidewalks and all necessary related facilities (and such other uses not deemed by the City to be incompatible therewith) above, upon or under the following described premises:

*Sample wording*

- 'The southerly \_\_ feet (adjacent to the \_\_ Street right-of-way) of the following described parcels:
- Lot \_\_, Block \_\_, \_\_\_\_\_ subdivision plat
  - or- • Tract described in Volume \_\_, page \_\_, Yamhill County Deed Records.

These easements are for the benefit of the general public and afford the public, by and through the City, all rights to utilize said easements in perpetuity. Grantor shall retain no special rights of use of the easement property beyond those held as member(s) of the general public.

The sidewalk easement shall include the right of the City, its employees, agents, contractors, consultants and assigns to have ingress and egress above, upon and under the easement at all times for the purpose of excavating, constructing, installing, operating, repairing, maintaining and removing the sidewalk and associated improvements.

The City or its utility franchisees, its employees, agents, contractors, consultants and assigns, shall have the right to clear and keep clear all trees, undergrowth, and other obstructions that may interfere with access, normal operation or maintenance of said sidewalk, out of and away from the easement. The Grantor agrees not to plant, build, construct, or create, nor permit others to plant, build, construct, or create any flora, buildings or other structures, including fences, on the easement that may interfere with the use of the easement for the purposes set forth herein or with the normal operation or maintenance of the sidewalk and associated improvements.

Except as expressly set forth herein, the Grantor reserves the right to utilize the Easement Property for any purpose which does not interfere with the use of the easement by City for the purposes set forth herein.

Grantor agrees that he shall comply with all obligations in regard to construction, maintenance, repair and other responsibilities in regard to the sidewalk as if the sidewalk were constructed and existing in the public right-of-way adjacent to the property and in accordance with City ordinances.

- ( ) Consideration for this grant consists wholly of value other than money.
- ( ) Consideration for this grant consists of \_\_\_\_\_ dollars and other valuable consideration to Grantor paid by \_\_\_\_\_.

Legal Effect. This easement is binding upon and inures to the benefit of all heirs, successors and assigns of Grantor and City and runs with the land.

Provision Applicable Law. This easement shall be governed by, and construed in accordance with the laws of the State of Oregon.

Waiver. Failure of either party at any time to require performance of any provision of this easement shall not limit the parties' right to enforce the provision, nor shall any waiver of any breach of any provision of this easement be a waiver of any succeeding breach of the provision or a waiver of the provision itself or any other provision.

Severability. The determination that one or more provisions of this easement is invalid, void or illegal or unenforceable shall not effect or invalidate the remainder of this easement.

Modification. No amendment or modification of this easement shall be valid unless in writing and signed by all parties hereto. City may vacate this easement in accordance with state law and local ordinance.

//

//

//

//

//

//



The individuals executing this Agreement warrant that they have full authority to execute this Agreement on behalf of the entity for whom they are acting herein.

WITNESS our hands and seals this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_

\_\_\_\_\_

(Printed Name of Grantors)

(Signature of Grantors)

STATE OF OREGON            )  
  ) ss.  
County of \_\_\_\_\_ )

On this \_\_\_\_ day of \_\_\_\_\_, 20\_\_, personally appeared before me, the above named persons, \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, known to me to be the person(s) whose signature is above subscribed, and acknowledged to me that this is a free act and deed, for the uses and purposes therein expressed. In witness whereof, I have hereunto set my hand and affixed by official seal on the day and year last above written.

\_\_\_\_\_  
(Notary Signature)  
Notary Public for Oregon  
My Commission Expires: \_\_\_\_\_

APPROVED:

\_\_\_\_\_  
Carlton City Manager

\_\_\_\_\_  
Date

This instrument was acknowledged before me on the \_\_\_\_ day \_\_\_\_\_, 2\_\_, by

\_\_\_\_\_  
(Notary Signature)  
Notary Public for Oregon  
My Commission Expires: \_\_\_\_\_

City Engineer (Initial) \_\_\_\_\_



After recording, return to:  
City of Carlton  
PO Box 458  
Carlton, OR 97111

## PERMANENT ACCESS EASEMENT & STORMWATER DETENTION BASIN EASEMENT & DETENTION BASIN MAINTENANCE AGREEMENT

WHEREAS, \_\_\_\_\_, hereinafter called "Developer", was granted approval to develop land in accordance with the City of Carlton Development Code under Carlton Planning File No. \_\_\_\_\_, hereinafter called "Planning Action," by the City of Carlton, Yamhill County, Oregon, a municipal corporation, hereinafter called "City," for property located as follows, hereinafter called "Property,":

Street Address: \_\_\_\_\_

Tax Lot: \_\_\_\_\_

Legal Description: Tract described in Deed Reference Number \_\_\_\_\_, Yamhill County Deed Records.

WHEREAS, the owner of record of the Property is \_\_\_\_\_, hereinafter called "Owner", and said Owner shall be subject to the maintenance provisions of this agreement;

WHEREAS, the development & design standards require the Developer to construct and maintain a private storm drainage detention system, including storage basin, manholes & control structures, storm drain lines, control structures, etc. (and such other uses not deemed by the City to be incompatible therewith), hereinafter called "Detention System";

WHEREAS, the City development & design standards require that the Detention System be located on private property, and be within a public utility and access easement to the City;

WHEREAS, the City development & design standards require that the maintenance of the private Detention System shall be the responsibility of the property Owner, and shall be assured through a recorded maintenance agreement;

NOW, THEREFORE, Owner and the City agree as follows:

**SECTION 1. Ownership of Detention System.** The Detention System is a private facility owned and maintained by the property Owner noted above. Where there are multiple parties with ownership interest the property on which the Detention System is sited, the provisions of this agreement shall apply to all owner's jointly and severally.

**SECTION 2. Description of Easement Area.**

2.1 All that portion of the tract of land described under "Easement 3" in the attached Legal Description labeled "Exhibit A" and map labeled "Exhibit B" (incorporated herein by reference), which is located on the property noted above.

**SECTION 3. Grant of Easement.** The undersigned Owner does hereby grant to City of Carlton a permanent and exclusive access & stormwater detention basin easement for the access to the Detention System and all

necessary related facilities above, upon and under the premises described under Section 2. The easement shall include the right of the City, its employees, agents, contractors, consultants and assigns to have ingress and egress above, upon and under the easement at all times for the purpose of inspecting said Detention System, or for performing any maintenance or repair work determined to be necessary by the City in order to protect public or private property, as outlined under Section 5 below. However, such right to inspect and perform maintenance or repairs does not obligate the City to perform such inspections, maintenance or repairs.

**SECTION 4. Maintenance Responsibilities.** The Owner shall be responsible for the maintenance, repair, replacement and upkeep of the Detention System, including the irrigation system serving the Detention System, at the Owner's sole expense. It shall be the Owner's responsibility to demonstrate to the City upon request that the system is operating properly. Maintenance responsibilities shall include, but are not limited to, the following:

- 4.1 **Inspection.** All Detention Basin components, irrigation system, vegetation, and control structures (outlet structures, control manholes, orifices, etc.) shall be inspected for proper operations and structural stability, at a minimum, quarterly for the first 2 years from the date of installation, 2 times per year thereafter, and within 48 hours after each major storm event.
- 4.2 **Cleaning of Outlet Structures, Outlet Manhole and/or Control Structures.** All sediment and/or debris shall be cleaned from the sump of any outlet structure, outlet manhole and/or control structures as required to maintain the design function and capacity of the system (water shall be pumped from said sumps as required to accomplish this cleaning). The initial cleaning & maintenance interval shall not exceed 6 months, unless the inspections above reveal a need for more frequent cleaning. After the end of the first year, if approved by Public Works based on the sumps in these structures having adequate capacity, the cleaning & maintenance interval can be increased as appropriate, but shall not be cleaned and maintained less frequently than once a year.
- 4.3 **Maintenance & Repair.** Owner shall be responsible for maintenance, repair or replacement of any component that has been broken, damaged, altered, removed or other is not functioning as designed, including but limited to inlet & outlet structures, manholes & control structures, storm drain lines, etc.
- 4.4 **Irrigation, Mowing, Basin Planting & Maintenance** Owner shall be responsible for: (a) installation and operation of a permanent underground automatic sprinkler system to maintain the grass and landscaping in a healthy state to maintain the stability of the detention basin slopes; (b) planting of grass to cover the entire interior slopes & base of the detention basin (use of bark dust or similar material on the top of slopes or on interior slopes of the basin is prohibited), (c) planting of grass or other approved landscaping on the exterior slopes of the detention basin. No trees or shrubs which will impair the structural integrity of the detention basin shall be planted or allowed to grow on the detention basin exterior; (d) any work required on the interior or exterior slopes to stabilize and/or replant (including appropriate erosion control measures) when soil is exposed or if erosion is observed; (e) periodic mowing of grass areas not less than once a month during the growing season, or more frequently if required to keep the maximum height less than 5-inches; (f) periodic inspection of the Detention System to ensure that outlet and control pipes are not clogged and remain clear; (g) removal of all debris from catchment and detention basin areas, including litter, leaves, branches and other objects which are unsightly or which may clog storm pipe lines; (h) removal of all non-grass vegetation from the top and interior slopes of the detention basin, and removal of nuisance and invasive vegetation (such as blackberries, ivy, etc) from the exterior slopes when discovered.
- 4.4 **Spill Prevention.** Measures shall be exercised when handling substances that contaminate stormwater. Releases of pollutants shall be corrected as soon as identified.
- 4.5 **Pest Control.** Insects & rodents shall not be harbored in the Detention System. Pest control measures shall be taken when insects/rodents are found to be present. If mosquito larvicide is used, it shall be applied in strict conformance with manufacturer's recommendation and any applicable State regulations. Rodent holes in the ground located in and around the detention basin shall be filled by the Owner.

**SECTION 5. Failure to Maintain.**

- 5.1 If at any time the City determines, in the sole exercise of its discretion, that the Detention System is not properly cleaned, maintained and/or otherwise kept in good repair, the City shall give reasonable notice to the Owner that the detention basin needs to be cleaned, maintained and/or otherwise repaired (in the case of an emergency, the City may enter upon the property without notice to perform emergency maintenance or repairs in cases where the City, at its sole discretion, determines that it is necessary to protect public or private property). The notice shall provide a reasonable description of the problem with the detention basin, and the notice shall provide a reasonable time to correct the problem. Should the responsible parties fail to correct the specified problem, the City may enter upon the property to so correct the specified problem. Notice shall be effective to the Owner by the City's deposit of the notice into the regular United States mail, postage pre-paid. However, this agreement does not expressly impose on the Town a duty to so inspect, clean, repair or maintain the detention basin. Any surface restoration required due to access, inspection, maintenance or repairs thus performed by the City shall remain the responsibility of the Owner, whether or not the City chooses to complete such restoration in conjunction with the City's access, inspection, maintenance or repairs.
- 5.2 The Owner agrees and covenants (for themselves and their respective successors and assigns) that they will reimburse the City for its costs and expenses incurred in the process of cleaning, maintaining, and/or repairing the detention basin within 30 days of written request by the City. Such written request for payment shall be effective to the Owner by the City's deposit of the notice into the regular United States mail, postage pre-paid. The terms actual costs and expenses shall be liberally construed in favor of the City and shall include, but shall not be limited to, labor costs, tools and equipment costs, supply costs, and engineering and design costs, regardless whether the City uses its own personnel, tools, equipment and supplies, etc. to correct the matter. If the City initiates any litigation or engages the services of legal counsel in order to enforce the provisions arising herein, the City shall be entitled to its damages and costs, including reasonable attorney's fees, regardless whether the City contracts with outside legal counsel or utilizes in-house legal counsel for the same. In the event that the costs and expenses are not timely paid, such costs and expenses shall be charged against the Property consistent with State and local regulations, and shall constitute a lien upon the Property until paid.

**SECTION 6. Indemnification.** The Owner agrees to indemnify and defend the City, its officers agents and employees and hold them harmless for any and all liability, claims, damages or other costs or expenses related to failure of the private Detention System, including any damage or injury incurred during inspection or maintenance of the Detention System, or due to the Owner's failure to maintain the Detention System, or failure to follow proper safety procedures during such inspection or maintenance.

**SECTION 7. Recording of this agreement by Developer.** Developer shall cause this agreement to be recorded in the deed records of Yamhill County, and a photocopy of the recorded document returned to the City.

**SECTION 8. Other Provisions.**

- 8.1 Legal Effect, Successors and Assigns. This Agreement shall run with the land and be binding on all parties having or acquiring from the Owner, or the Owner's successors, any right, title, or interest in the property or any part thereof, as well as their title, or interest in the property or any part thereof, as well as their heirs, successors, and assigns. They shall inure to the benefit of each present or future successor in interest of said property or any part thereof, or interest therein, and to the benefit of the City.
- 8.2 Provision Applicable Law. This easement shall be governed by, and construed in accordance with the laws of the State of Oregon.
- 8.3 Nonexclusivity of Rights & Remedies. The rights and remedies authorized to the City under this agreement are cumulative and are in addition to such other remedies as may be provided by law, equity, statute, ordinance or other source.

- 8.4 Waiver. Failure of either party at any time to require performance of any provision of this easement shall not limit the parties' right to enforce the provision, nor shall any waiver of any breach of any provision of this easement be a waiver of any succeeding breach of the provision or a waiver of the provision itself or any other provision.
- 8.5 Severability. The determination that one or more provisions of this easement is invalid, void or illegal or unenforceable shall not effect or invalidate the remainder of this easement.
- 8.6 Modification. No amendment or modification of this easement shall be valid unless in writing and signed by all parties hereto. City may, at their sole discretion, vacate this easement in accordance with state law and local ordinance.

The individuals executing this Agreement warrant that they have full authority to execute this Agreement on behalf of the entity for whom they are acting herein.

WITNESS our hands and seals this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_

\_\_\_\_\_

(Printed Name of Grantors)

(Signature of Grantors)

STATE OF OREGON            )  
   ) ss.  
 County of \_\_\_\_\_ )

On this \_\_\_\_ day of \_\_\_\_\_, 20\_\_, personally appeared before me, the above named persons, \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, known to me to be the person(s) whose signature is above subscribed, and acknowledged to me that this is a free act and deed, for the uses and purposes therein expressed. In witness whereof, I have hereunto set my hand and affixed by official seal on the day and year last above written.

\_\_\_\_\_  
 (Notary Signature)  
 Notary Public for Oregon  
 My Commission Expires: \_\_\_\_\_

APPROVED:

\_\_\_\_\_  
 Carlton City Manager

\_\_\_\_\_  
 Date

This instrument was acknowledged before me on the \_\_\_\_ day \_\_\_\_\_, 2\_\_, by

\_\_\_\_\_  
 (Notary Signature)  
 Notary Public for Oregon  
 My Commission Expires: \_\_\_\_\_

City Engineer (Initial) \_\_\_\_\_ (if modified)

**CITY OF CARLTON**  
**Public Works Design Standards**

---

**Sample Insurance Certificates**

**Appendix E**

---





**PRODUCER**

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

**INSURED**

SAMPLE  
1 OF 2

- COMPANIES AFFORDING COVERAGE**
- COMPANY A
  - COMPANY B
  - COMPANY C
  - COMPANY D

**COVERAGES**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED, NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS								
	<b>GENERAL LIABILITY</b> <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> OWNER'S & CONTRACTOR'S PROT				GENERAL AGGREGATE \$ 100000 PRODUCTS - COMP/OP AGG \$ 100000 PERSONAL & ADV INJURY \$ 100000 EACH OCCURRENCE \$ 100000 FIRE DAMAGE (Any one fire) \$ 5000 MED EXP (Any one person) \$ 500								
	<b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS				COMBINED SINGLE LIMIT \$ 100000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE \$								
	<b>GARAGE LIABILITY</b> <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY: EACH ACCIDENT \$ AGGREGATE \$								
	<b>EXCESS LIABILITY</b> <input type="checkbox"/> UMBRELLA FORM <input type="checkbox"/> OTHER THAN UMBRELLA FORM				EACH OCCURRENCE \$ AGGREGATE \$								
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> THE PROPRIETOR/PARTNERS/EXECUTIVE OFFICERS ARE: <input type="checkbox"/> INCL <input type="checkbox"/> EXCL				<table border="1"> <tr> <td>WC STATUTORY LIMITS</td> <td>OTHER</td> </tr> <tr> <td>EL EACH ACCIDENT</td> <td>\$ 100000</td> </tr> <tr> <td>EL DISEASE - POLICY LIMIT</td> <td>\$ 500000</td> </tr> <tr> <td>EL DISEASE - EA EMPLOYEE</td> <td>\$ 100000</td> </tr> </table>	WC STATUTORY LIMITS	OTHER	EL EACH ACCIDENT	\$ 100000	EL DISEASE - POLICY LIMIT	\$ 500000	EL DISEASE - EA EMPLOYEE	\$ 100000
WC STATUTORY LIMITS	OTHER												
EL EACH ACCIDENT	\$ 100000												
EL DISEASE - POLICY LIMIT	\$ 500000												
EL DISEASE - EA EMPLOYEE	\$ 100000												
	<b>OTHER</b>												

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEMS

**CERTIFICATE HOLDER**

City of Carlton  
191 E. Main Street  
Carlton, OR 97111

**CANCELLATION**

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ~~NOTICE BY MAIL~~ MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT. ~~BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY ON ANY UNDERSIGNED COMPANY, ITS AGENTS OR REPRESENTATIVES~~

AUTHORIZED REPRESENTATIVE

POLICY NUMBER:

COMMERCIAL GENERAL LIABILITY

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**ADDITIONAL INSURED -- OWNERS, LESSEES, OR  
CONTRACTORS (FORM B)**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART.

**SCHEDULE**

City of Carlton  
191 E. Main Street  
Carlton, OR 97111

Westech Engineering, Inc.  
3941 Fairview Industrial Drive SE #100  
Salem, OR 97302-1192

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

WHO IS AN INSURED (Section II) is amended to include as an insured the person or organization shown in the schedule, but only with respect to liability arising out of your ongoing operations performed for that insured.

Sample  
2 of 2

**CITY OF CARLTON**  
**Public Works Design Standards**

---

**Adopting Ordinance & Resolutions**

**Appendix F**

---



RESOLUTION NO. 89

A RESOLUTION ADOPTING THE CITY OF CARLTON PUBLIC WORKS DESIGN STANDARDS.

WHEREAS, on December 10, 2007, the Carlton City Council selected a new City Engineering firm, Westech Engineering, Inc. of Salem, Oregon; and

WHEREAS, that firm has developed basic standards for public improvements, and other construction and related work, and has the ability to quickly customize same for individual City needs; and

WHEREAS, a draft City of Carlton Public Works Design Standards Manual has been developed and will the framework for any corrections or customized changes that may be required;

NOW THEREFORE, BE IT RESOLVED, by the City Council of the City of Carlton:

Section 1. The City of Carlton Public Works Design Standards, (attached hereto as Exhibit A and by this reference incorporated herein) is hereby adopted.

Section 2. These standards supercede any standards adopted prior to this date.

Section 3. This resolution shall be effective immediately upon its passage by the City Council.

Passed by the City Council this 10<sup>th</sup> day of March, 2008, by the following vote:

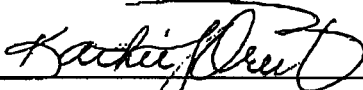
Aye: Oriet, Berry, VanDeWalle, Williams, Rhoads, Jernstedt

Nay: \_\_\_\_\_

Abstain: \_\_\_\_\_

Absent: Carl

Approved by the Mayor this 10<sup>th</sup> day of March, 2008.

  
\_\_\_\_\_  
Kathie Oriet, Mayor

  
\_\_\_\_\_  
Lofeli Wright, City Recorder

RESOLUTION NO. 83

A RESOLUTION OF THE CARLTON CITY COUNCIL ESTABLISHING NEW FEES FOR TYPE A AND TYPE B CONSTRUCTION PERMITS.

WHEREAS, the City Council finds that fees charged for Type A permits (for constructing public improvements serving a single residential unit) and Type B permits (for constructing public improvements to serve anything other than a single residential unit) need to be updated in order to assist in defraying the costs incurred by the City in reviewing and inspecting public improvement projects; and

WHEREAS, the City Council has the authority to adopt by resolution these permits pursuant to Section 3 of Ordinance No. 557; and

NOW THEREFORE, BE IT RESOLVED, by the City Council of the City of Carlton:

Section 1. The construction permit fee for a Type A permit is \$250.

Section 2. The construction permit fee for a Type B permit shall be as follows:

- a. The developer shall pay all costs incurred by the City for services related to the development project including but not limited to design review, inspection and construction observation, testing, plat review and project administration.
- b. Concurrent with submission of construction drawings for review, the Developer shall deposit with the City monies equal to 5% of the engineer's estimate for all construction work related to the project.
- c. Prior to final approval of the construction drawings, the Developer shall deposit additional monies with the City as required to bring their account up to 5% of the final approved engineer's estimate and execute a Developer/City Construction Agreement approved by the City's legal counsel.
- d. If the City's cost exceeds the 5% amount deposited by the Developer, the City will bill the Developer on a monthly basis for the additional costs. The Developer shall pay all such bills within 30 calendar days from the date of the billing by the City. The City will issue a stop work order on the project if the Developer fails to pay the billing within the specified time period.
- e. No building permits will be issued by the City until all work related to the project is completed and accepted by the City and all billings due to the City are paid in full by the Developer.

Section 3. This resolution shall be effective immediately upon its passage by the City Council.

Passed by the City Council this 14<sup>th</sup> day of January, 2008, by the following vote:

Aye: Oriet, Berry, Carl, Williams, Rhoads, Jernstedt  
 Nay: \_\_\_\_\_  
 Abstain: \_\_\_\_\_  
 Absent: VanDeWalle

Approved by the Mayor this 14<sup>th</sup> day of January, 2008

  
 \_\_\_\_\_  
 Kathie Oriet, Mayor

  
 \_\_\_\_\_  
 Loreli Wright, City Recorder