



Marion County

OREGON

Public Works Land Development Engineering & Permits

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Salem, OR 97305

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<http://co.marion.or.us/PW/Engineering/>

Removal
Agreement
General
Provisions

REMOVAL AGREEMENT GENERAL PROVISIONS

This agreement applies to structure(s) and/or landscaping herein described that have been installed or constructed within existing right-of-way as provided for in ORS 374.307 and ORS 374.320. Upon execution of this agreement, the property owner or his/her legal representative (hereinafter known as Owner) agrees that:

1. Owner will, within 45 days after receiving written notice, remove the structure(s) and/or landscaping referred to in this agreement.
2. In the event the owner fails to remove said structure(s) and/or landscaping or any part thereof which is within the right-of-way, the County may remove such structure(s) and/or landscaping, the Owner hereby authorizes and empowers the County to remove all or any part of said structure(s) and/or landscaping.
3. In the event that the County is required to use its own personnel and equipment or contract with a third party to remove said structure(s) and/or landscaping, the County may assess against the Owner involved, a lien for the cost of such work and labor and any expense incurred by the County in connection therewith.
4. The Owner agrees that in the event said installations are removed, he/she shall not demand of or be entitled to any damages or compensation on account of the removal of any structure and/or landscaping, the construction or existence of which is authorized by this agreement.

5. This agreement and the covenants herein contained shall be binding upon the successors, heirs, representatives and assignees of the Owner.
6. Note: During construction or modification it is the responsibility of the Owner to maintain the required clearance from all utility structures (pipes, wires, cables, conduits, etc.) both above and below the ground. The Owner should contact the utility companies to determine the locations and required clearance for all existing and proposed utility structures.

Owner understands and agrees that Marion County will not assume responsibility for the maintenance of any of the structures and/or landscaping addressed in this agreement. All maintenance shall be the responsibility of the Owner. Owner shall indemnify and save harmless Marion County, its Board of Commissioners, its officers and employees from all suits and actions; or claims of any character brought because of any injuries or damages received or sustained by any person, or property on account of the operations of the said Owner, his/her representatives, subcontractors or the employees of either, or on account of or in consequence of any neglect in safeguarding the work; or because of any act of omission, neglect or misconduct of said Owner.