

## IRREVOCABLE TRESPASS ORDER

### PARTIES:

City of Keizer, an Oregon  
Municipal corporation (hereinafter "City")

Pioneer Trust Bank, N.A., Trustee  
of the [REDACTED] Living Trust (hereinafter "Pioneer")

[REDACTED] (hereinafter [REDACTED])

### RECITALS:

A. [REDACTED] is grantor of the [REDACTED] Living Trust and resides at [REDACTED] (hereinafter "Premises").

B. Pioneer is trustee of the [REDACTED] Living Trust, as well as conservator for [REDACTED] under that certain Marion County Circuit Court Case No. [REDACTED]

C. City, in connection with a criminal investigation, filed a Notice of Seizure for Forfeiture against the Premises. Premises is owned by Pioneer in its capacity as trustee of the [REDACTED] Living Trust.

D. Pioneer has objected to the proposed forfeiture of the Premises, intending to protect Premises from forfeiture to benefit the grantor of the above referenced trust.

E. The parties wish to compromise the matter and release the Premises from potential forfeiture based on promises and obligations contained herein.

F. A criminal defendant named in connection with this matter is [REDACTED] of [REDACTED]. The parties desire to irrevocably order that [REDACTED] will not be allowed on the Premises under any circumstances whatsoever.

### AGREEMENT:

1. Pioneer certifies that it is the trustee of the [REDACTED] Living Trust, the property owner of the Premises.

2. Pioneer and [REDACTED] hereby designates each and every police officer, now and hereafter, employed by the City of Keizer as its agent and representative for the purposes of enforcing ORS 164.205, Criminal Trespass in the Second Degree, on the Premises noted above.

3. Pioneer and [REDACTED] direct that [REDACTED] does not have consent to be on the Premises in any manner for any time whatsoever, including, but not limited to any type of visit, occupancy or residency on the Premises.

4. Pioneer and [REDACTED] hereby irrevocably direct City to enforce the above referenced statute against [REDACTED] without further authorization or notice.

5. Pioneer and [REDACTED] agree and understand that its order contained herein is irrevocable.

6. The parties hereby mutually and fully release and waive any claims, suits, complaints, causes of action, or other actions in any manner whatsoever directly or indirectly connected with the criminal investigation or civil forfeiture proceeding. Upon full execution of this Order, the City shall dismiss with prejudice the civil forfeiture complaint.

7. Pioneer is executing this Order in its capacity as both trustee and conservator.

TRUSTEE:

PIONEER TRUST BANK, N.A.,  
as trustee of the [REDACTED]  
Trust

By: [Signature]  
Trust Officer

DATED: 4/11/16

CONSERVATOR:

PIONEER TRUST BANK, N.A.,  
as conservator for [REDACTED]

By: [Signature]  
Trust Officer

DATED: 4/11/16

[REDACTED]  
[REDACTED]  
[REDACTED]

DATED: [REDACTED]

CITY:

CITY OF KEIZER

By: [Signature]  
Christopher C. Eppley,  
City Manager

DATED: 4-14-16

APPROVED AS TO FORM:

[Signature] 4-18-16  
Keizer City Attorney

[REDACTED]  
[REDACTED]  
[REDACTED]

Attorney for [REDACTED]

DATED: [REDACTED]