

**WASSOM STREET AND KEES STREET JURISDICTIONAL TRANSFER  
INTERGOVERNMENTAL AGREEMENT**

(Pursuant to Linn County Resolution & Order No. 2025-133)

**THIS AGREEMENT** is made and entered into by and between the City of Lebanon, a municipal corporation of the State of Oregon, (City) and Linn County, a political subdivision of the State of Oregon, (County) the promises of each being given in consideration of the promises of the other.

**RECITALS**

1. WHEREAS, ORS. 190.003 et seq. provides for intergovernmental cooperation in the interest of furthering economy and efficiency of local government; and
2. WHEREAS, ORS. 190.003 for purposes of such intergovernmental cooperation defines a unit of local government as including a county, city, district, or other public corporation, commission, authority, entity organized and existing under statute or city or county charter; and
3. WHEREAS, OR 190.010 provides that a unit of local government may enter into a written agreement with any other unit or units of local government for the performance of any or all functions and activities that a party to the agreement, its officers or agencies, have authority to perform; and
4. WHEREAS, Wassom Street (CR0712) right-of-way (Exhibit A), from the intersection of Stoltz Hill Road (CR0739) easterly approximately 369 linear feet to the existing City limit, or east property line of tax lot 12S 02W 15CD 01700, and Kees Street (CR0712A) right-of-way (Exhibit B), from the intersection of Stoltz Hill Road (CR0739) easterly approximately 620 linear feet to the existing City limit, or east property line of tax lot 12S 02W 15CD 00600, hereinafter referred to as "Project", are roads under the jurisdiction of County, currently outside the incorporated limits of City, and is in need of improvement.
5. WHEREAS the City will annex those portions of Wassom Street and Kees Street into the City's limit prior to the transfer of jurisdiction under ORS 373.270.
6. WHEREAS, continuing development in the area of Roads necessitates an area wide planning effort to adequately address transportation improvements related to new development.
7. WHEREAS, City and County agree that improvements to the portion of Roads lying within the City limits should be coordinated and managed by City in conjunction with future development.

8. WHEREAS, County desires to forfeit jurisdiction of Project and City desires to obtain jurisdiction under ORS 373.270.

**NOW THEREFORE**, the premises being in general as stated in the foregoing recitals, it is agreed by and between the parties hereto as follows:

#### **TERMS OF AGREEMENT**

Upon execution of this agreement, City and County agree to work cooperatively to carry out the provisions stated herein.

##### **A. COUNTY OBLIGATIONS**

1. County shall prepare a Road Record description and map of Roads to be transferred to City.
2. Upon receipt by the County of an order or resolution from the City requesting jurisdiction and its agreement to accept responsibility for all maintenance and future reconstruction for Roads, County shall provide to City an appropriate Board of Commissioner's resolution accepting City's request and agreeing:
  - a. to initiate proceedings for the transfer of jurisdiction under ORS 373.270(2-4); and
  - b. to surrender jurisdiction of its portion of Roads.
3. County agrees to perform the promises made in its resolution.

##### **B. CITY OBLIGATIONS**

1. City shall annex all properties abutting the proposed road transfer into the City's limits.
2. City shall initiate road transfer proceedings under ORS 373.270(6-7), and request jurisdiction of Roads by appropriate Council order or resolution wherein it agrees, based on County's terms described above:
  - a. to accept jurisdiction for County's portion of Roads; and
  - b. to accept responsibility for all maintenance and future reconstruction for Roads.
3. City agrees to perform the promises made in its order or resolution.

### **C. GENERAL PROVISIONS**

1. This agreement shall become effective upon the date that each party has signed this agreement and shall terminate upon parties, completion of all obligations listed below or by mutual consent of both parties.
2. Any termination of this Agreement shall not prejudice any rights or obligations accrued to the parties prior to termination.
3. To the extent allowed by Oregon Constitution and ORS 30.260 through 30.300 each party agrees to defend, indemnify, and – hold harmless the other party, its officers, agents, and employees, against any claims, for injury or damages and all loss, liability, cost, or expense, including court costs and attorney fees, which may result from that party's actions or failures to act pursuant to the terms of this agreement.
4. Upon reasonable written notice and during the normal business day each party may inspect, audit and copy the financial management records of the other party pertaining to the services performed under this agreement.
5. At all times each party shall be responsible for its own costs and attorney fees.
6. This agreement and attached exhibits constitute the entire agreement between the parties. Any modification to this agreement shall be in writing signed by the parties.

[Signature page follows]

IN WITNESS WHEREOF, the parties hereto have set their hands and affixed their seals as of the day and year hereinafter written.

CITY OF LEBANON

By \_\_\_\_\_  
Mayor


Date \_\_\_\_\_

APPROVED AS TO LEGAL SUFFICIENCY

By \_\_\_\_\_  
City Attorney

LINN COUNTY, by and through its Board of  
Commissioners

By   
Roger Nyquist, Chairman

By   
William C. Tucker, Commissioner

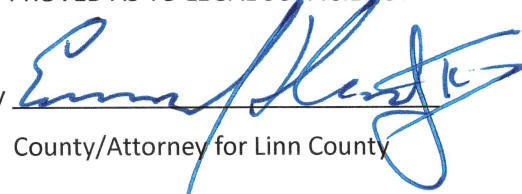
By   
Sherrie Sprenger, Commissioner

Date 4-15-2025

APPROVED AS TO CONTENT

By   
Wayne Mink, Roadmaster

APPROVED AS TO LEGAL SUFFICIENCY

By   
County/Attorney for Linn County

RETURN AGREEMENT TO:  
Wayne Mink, Roadmaster  
3010 Ferry St SW  
Albany, OR 97322

## EXHIBIT A

EXHIBIT 1  
TRANSFER JURISDICTION  
WASSOM STREET, C.R. 712  
SECTION 15  
T. 12 S., R. 2 W., W.M.

**REGISTERED  
PROFESSIONAL  
LAND SURVEYOR**

OREGON  
JANUARY 14, 2003  
THOMAS JOHN CASEY  
69318

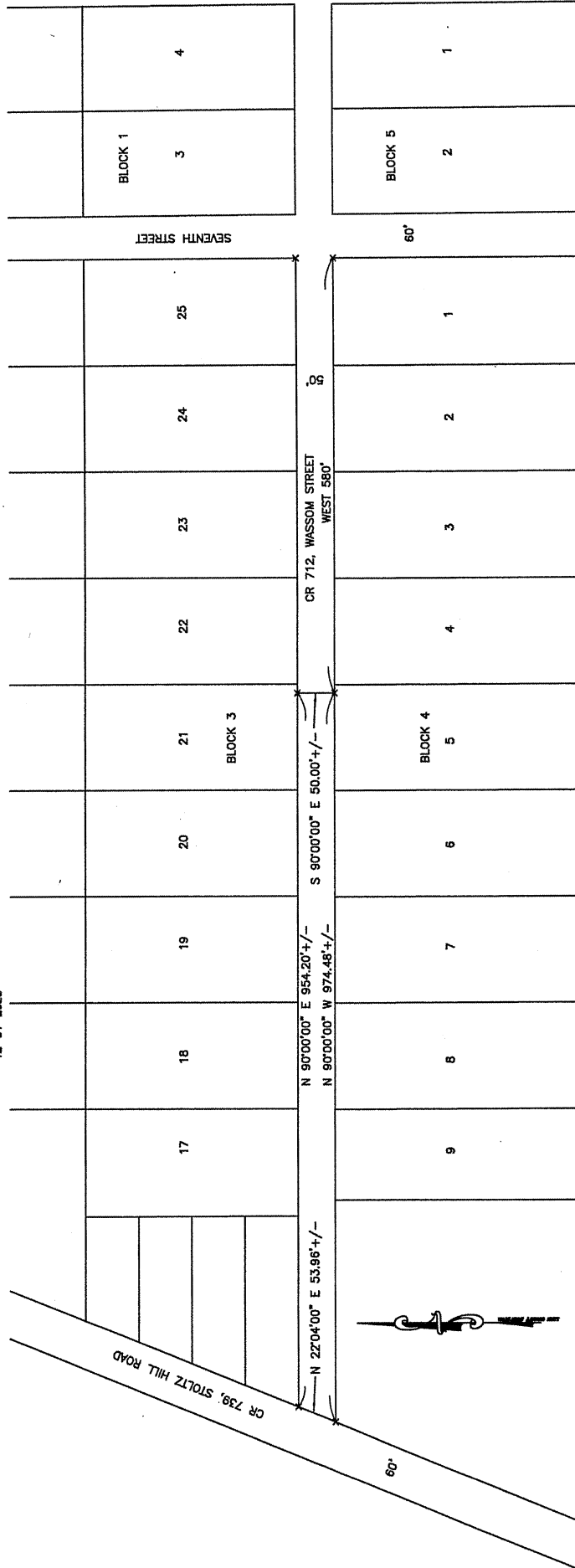
RENEWAL DATE  
12-31-2025

EXHIBIT 1

## TRANSFER JURISDICTION

SECTION 15

T. 12 S., R. 2 W., W.M.



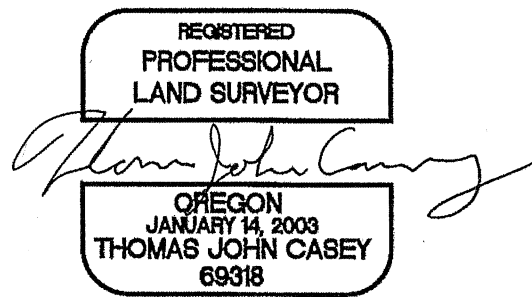
**EXHIBIT 2**

**TRANSFER JURISDICTION OF COUNTY ROAD**

Linn Co Rd: Wassom Street, County Road Number 712

A transfer of jurisdiction for County Road 712 (Wassom Street) to the City of Lebanon described as follows:

Beginning at a point on the South right of way of CR 712 (Wassom Street) which is West 580 feet from the West right of way of Seventh Street and also N 90°00'00" W a distance of 12.00 feet from the Northwest Corner of Lot 4, Block 4, Harmony Subdivision in Section 15, Township 12 South, Range 2 West, of the Willamette Meridian, in Linn County, Oregon; thence continuing N 90°00'00" W, 974.48 feet more or less to the East right of way of County Road 739 (Stoltz Hill Road); thence along said right of way N 22°04'00" E, 53.96 feet more or less to the North right of way of said County Road 712; thence along said North right of way N 90°00'00" E, 954.20 feet more or less to a point, which is West 580 feet from said Seventh Street; thence S 90°00'00" E 50.00 feet to the point of beginning.



Expires 12-31-2025

## EXHIBIT B



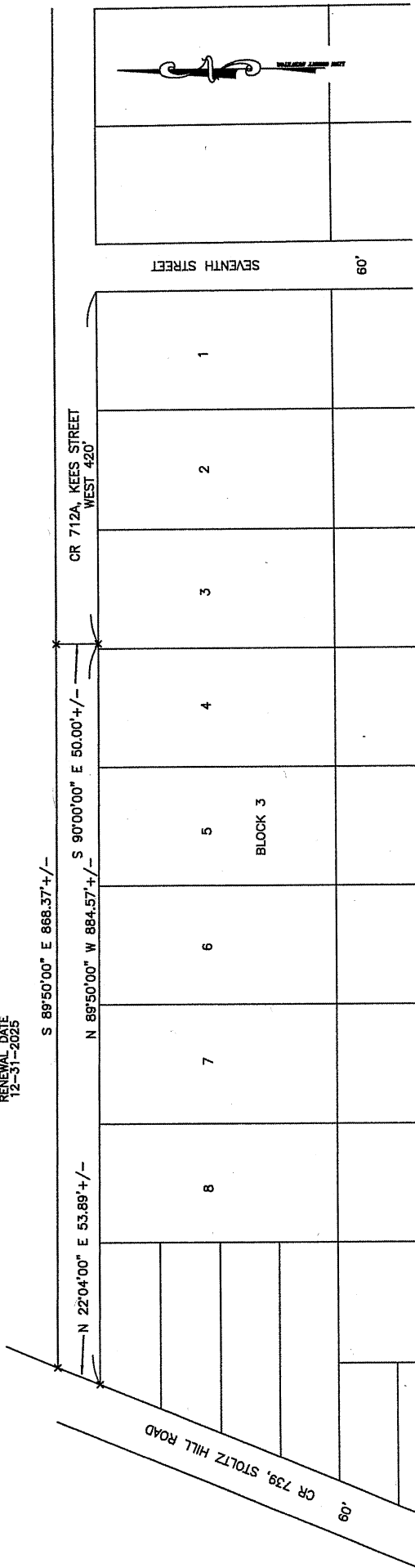
EXHIBIT 1  
TRANSFER JURISDICTION  
KEES STREET, C.R. 712A  
SECTION 15  
T. 12 S., R. 2 W., W.M.

REGISTERED  
PROFESSIONAL  
LAND SURVEYOR

*Thomas John Casey*  
OREGON  
JANUARY 14, 2003  
THOMAS JOHN CASEY  
69318

LINN COUNTY SURVEYOR  
P.O. BOX 100  
ALBANY, OR 97321  
(541)967-3857

RENEWAL DATE  
12-31-2025



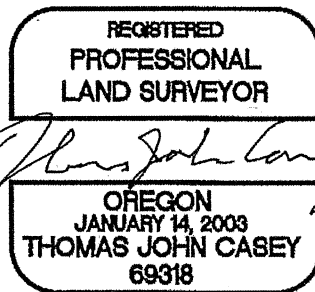
**EXHIBIT 2**

**TRANSFER JURISDICTION OF COUNTY ROAD**

Linn Co Rd: Kees Street, County Road Number 712A

A transfer of jurisdiction for County Road 712A (Kees Street) to the City of Lebanon described as follows:

Beginning at a point on the South right of way of CR 712A (Kees Street) which is West 420 feet from the West right of way of Seventh Street and also N 90°00'00" E a distance of 6.00 feet from the Northwest Corner of Lot 3, Block 3, Harmony Subdivision in Section 15, Township 12 South, Range 2 West, of the Willamette Meridian, in Linn County, Oregon; thence N 89°50'00" W, 884.57 feet more or less to the East right of way of County Road 739 (Stoltz Hill Road); thence along said right of way N 22°04'00" E, 53.89 feet more or less to the North right of way of said County Road 712A; thence along said North right of way S 89°50'00" E, 868.37 feet more or less to a point, which is West 420 feet from said Seventh Street; thence S 90°00'00" E 50.00 feet to the point of beginning.



Expires 12-31-2025