



MEMORANDUM

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Date: April 15, 2026

To: Shana Olson, Development Services Director

From: Kolson Shanks, Project Manager

Subject: Public Access and Utilities Easement - 1300 S Main Street

BACKGROUND

A homeowner applied for the Private Sewer Lateral Replacement Assistance Program (PSLRP). Upon investigation by City Maintenance Crews, the lateral was located and found to drain east from the residence on South 2nd Street, through the property located at 1300 South Main Street, and to an existing sanitary sewer main on South Main Street.

The lateral meets eligibility requirements for the PSLRP. The attached Public Access and Utilities Easement would grant the City the necessary access to complete the replacement, as well as to perform any required future maintenance.

RECOMMENDATION

Present the attached Public Access and Utilities Easement to City Council for approval.

EASEMENT FOR PUBLIC ACCESS AND UTILITIES

THIS AGREEMENT, made and entered into this 14 day of April, 2026 by and between PRIMASING BONNIE L TR ET AL, (Address): 1300 S Main Street, herein called GRANTORS, and the CITY OF LEBANON (Address): 925 Main Street, Lebanon, Oregon 97355, a Municipal corporation, herein called CITY.

WITNESSETH:

That for and in consideration of the total compensation to be paid by the CITY, the GRANTOR does bargain, sell, convey and transfer unto the CITY, a perpetual and permanent easement and right-of-way, including the right to enter upon the real property hereinafter described and to maintain and repair public utilities for the purpose of conveying public utilities services over, across, through and under the lands hereinafter described, together with the right to excavate and refill ditches and/or trenches for the location of the said public utilities and the further right to remove trees, bushes, under-growth and other obstructions interfering with the location and maintenance of the said public utilities.

This agreement is subject to the following terms and conditions:

- 1. The right-of-way hereby granted is described as follows: a 16-foot wide by 148.72-foot long area along the north property boundary of Linn County Assessors Tax Lot 5300, 12S02W15AA of Lot 9 of the Morris Addition, as shown on the attached map labeled Exhibit A and commonly known as 1300 S Main Street.
2. The permanent easement described herein grants to the CITY and to its successors, assigns, authorized agents or contractors, the perpetual right to enter upon said easement at any time that it may see fit for construction, maintenance, evaluation and/or repair purposes.
3. The easement granted is in consideration of \$0.00, the receipt of which is hereby acknowledged, and in further consideration of the public improvements to be placed upon said property and the benefits GRANTOR may obtain therefrom. Nothing herein shall reduce or limit GRANTOR's obligation to pay any costs or assessments which may result from the improvements.
4. The GRANTOR does hereby covenant with the CITY that GRANTOR is lawfully seized and possessed of the real property above described, has a good and lawful right to convey it or any part thereof, and will forever warrant and defend the title thereto against the lawful claims of all persons whomsoever.
5. Upon performing any maintenance, the CITY will make reasonable efforts to return the site to its original condition.
6. No permanent structure shall be constructed on this easement.

IN WITNESS WHEREOF, we have set our hands hereto this 14 day of April, 2026.

IN WITNESS WHEREOF, we have set our hands hereto this ___ day of ___, 2026

STATE OF OREGON)
County of Linn)ss.
City of Lebanon)

STATE OF OREGON)
County of Linn)ss.
City of Lebanon)

PRIMASING BONNIE L TR ET AL

By: Ron Whitlatch, City Manager

GRANTOR(S)

GRANTEES

On the ___ day of ___, 2026 personally appeared the will the foregoi

On the ___ day of ___, 2026 personally appeared who being duly sworn, did say that the above is the City Manager for the City of Lebanon, a Municipal Corporation, and that the seal affixed to the foregoing instrument was signed and sealed in behalf of said corporation by authority of its City Council, which accepted this easement on the ___ day of ___, 2026, and who acknowledged said instrument to be a voluntary act and deed.

BEFOI

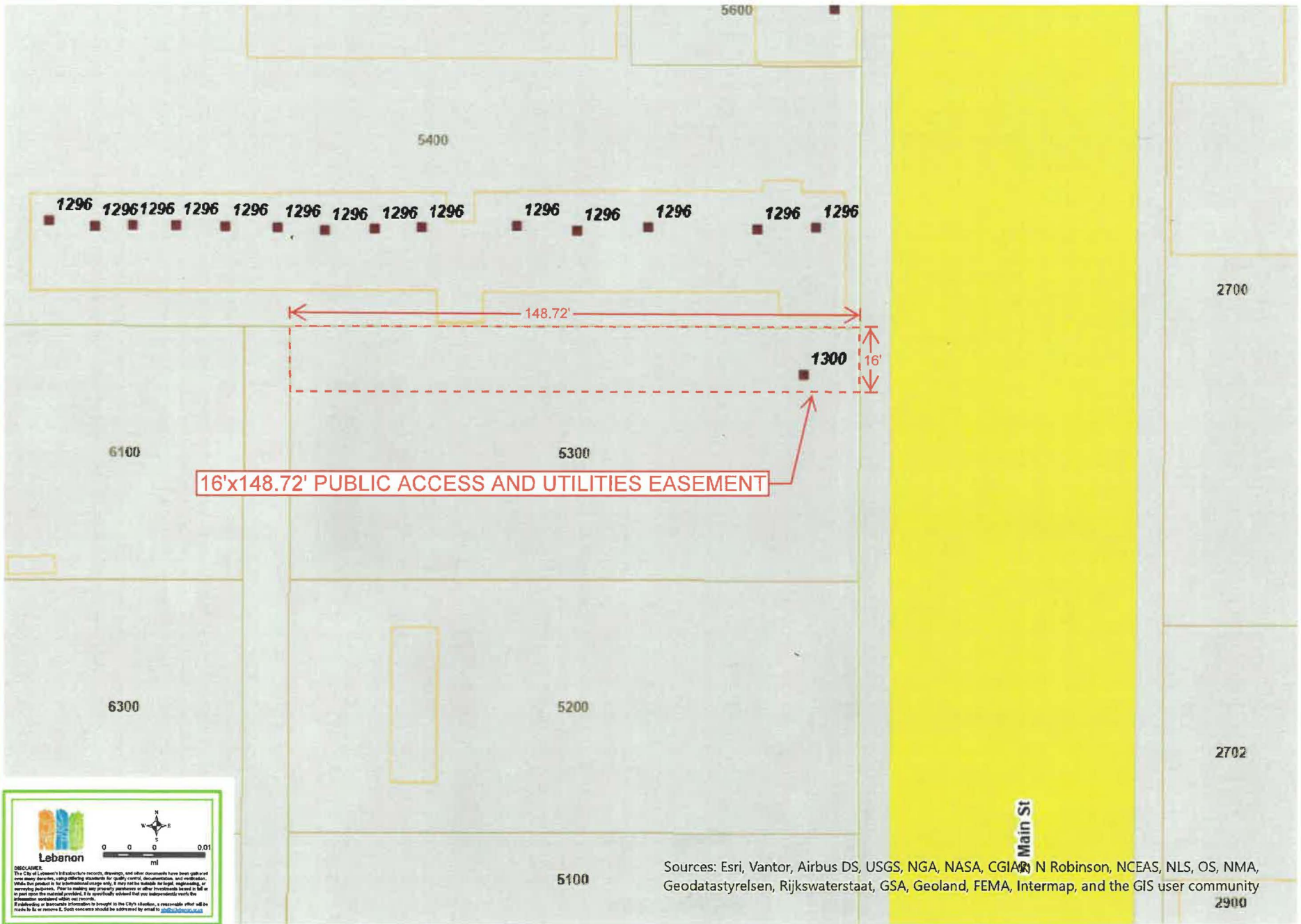
Commission Expires: September 21, 2026



BEFORE ME: _____
NOTARY PUBLIC FOR OREGON

Commission expires: _____

EXHIBIT A



Sources: Esri, Vantor, Airbus DS, USGS, NGA, NASA, CGIAR, N Robinson, NCEAS, NLS, OS, NMA, Geodatastyrelsen, Rijkswaterstaat, GSA, Geoland, FEMA, Intermap, and the GIS user community