



925 S. Main Street  
Lebanon, Oregon 97355

TEL: 541.258.4918  
www.ci.lebanon.or.us

# MEMORANDUM

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*Engineering Services*

To: Ron Whitlatch, PE  
Engineering Services Director

Date: February 9, 2024

From: Shana Olson   
Project Manager

Subject: Sewer Easement – US Bank

The attached easement for public access and dedication is to be presented for City Council approval. The existing private sewer main will become a public sewer main to serve multiple businesses in this plaza.

Staff's recommendation is to approve the easement dedication and authorize the Interim City Manager to sign it.

## EASEMENT FOR UTILITIES

THIS AGREEMENT, made and entered into this 26 day of January, 2024 by and between **U.S. Bank National Association** (Address): 800 Nicollet Mall, BC-MN-H15F, Minneapolis, Minnesota 55402, 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 quitclaim unto the City of Lebanon, 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:

SEE EXHIBIT "A" ATTACHED  
SEE EXHIBIT "B" ATTACHED

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 \$1.00, 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. City agrees that it shall install a sewer line connecting Grantor's Property, including the building located on the Property, to the City sewer system, all a City's sole cost and expense.
4. Upon performing any maintenance, the City shall return the site to its original condition.
5. No permanent structure shall be constructed on this easement. All existing pavement, curbing, and landscaping may remain in place.
6. To the extent allowed by law, City, its employees, agents and contractors hereby indemnify and hold Grantor harmless from and against any injury, expense, damage, liability or claim incurred by Grantor arising directly or indirectly from the entry rights granted by Grantor to City under this Agreement or any act or omission by City, its agents, employees, servants, contractors, or any other person entering upon the property under express or implied invitation or consent of City. City further agrees to reimburse Grantor for any costs or expenses, including, but not limited to, court costs and reasonable attorney's fees, incurred by Grantor with respect to any such injury, expense, damage, liability or claim.
7. At all times, City, or any vendor entering upon the Property, shall maintain at its own cost and expense, a policy of commercial general liability insurance, including contractual liability covering its obligations under this Agreement, with a minimum coverage of \$1,000,000 per occurrence and not less than \$2,000,000 annual aggregate as to the Easement Area and the Property. City shall also carry automobile liability coverage, along with all required worker's compensation insurance.

*[signature page follows]*

IN WITNESS WHEREOF, we have set our hands hereto this  
\_\_\_\_\_ day of \_\_\_\_\_, 2024.

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

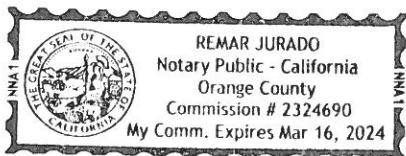
Rock A Macke, VP, RFM  
GRANTOR

On the 26 day of Jan., 2024 personally appeared  
the within named Rock A. Macke who acknowledged the  
foregoing instrument to be a voluntary act and deed.

BEFORE ME: \_\_\_\_\_

NOTARY PUBLIC

Commission Expires: Mar. 16, 2024



APTA RESERVED  
FOR USE BY  
LINN COUNTY RECORDER

TAXES: EXEMPT - AFTER RECORDING RETURN TO: CITY OF LEBANON, 925 MAIN STREET, LEBANON, OR 97355  
Revised 11/06/13

IN WITNESS WHEREOF, we have set our hands hereto this  
\_\_\_\_\_ day of \_\_\_\_\_, 2024

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

By: \_\_\_\_\_

Ron Whitlatch, City Manager

GRANTEES

On the \_\_\_ day of \_\_\_\_\_, 202 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  
\_\_\_\_\_, 2023, and who acknowledged said instrument to be a  
voluntary act and deed.

BEFORE ME: \_\_\_\_\_

NOTARY PUBLIC FOR OREGON

Commission expires: \_\_\_\_\_

Legal Description  
Exhibit "A"

An area of land located in the Northwest 1/4 of the Northwest 1/4 of Section 23, Township 12 South, Range 2 West of the Willamette Meridian in Linn County and being more specifically described as follows:

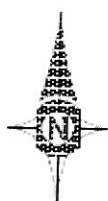
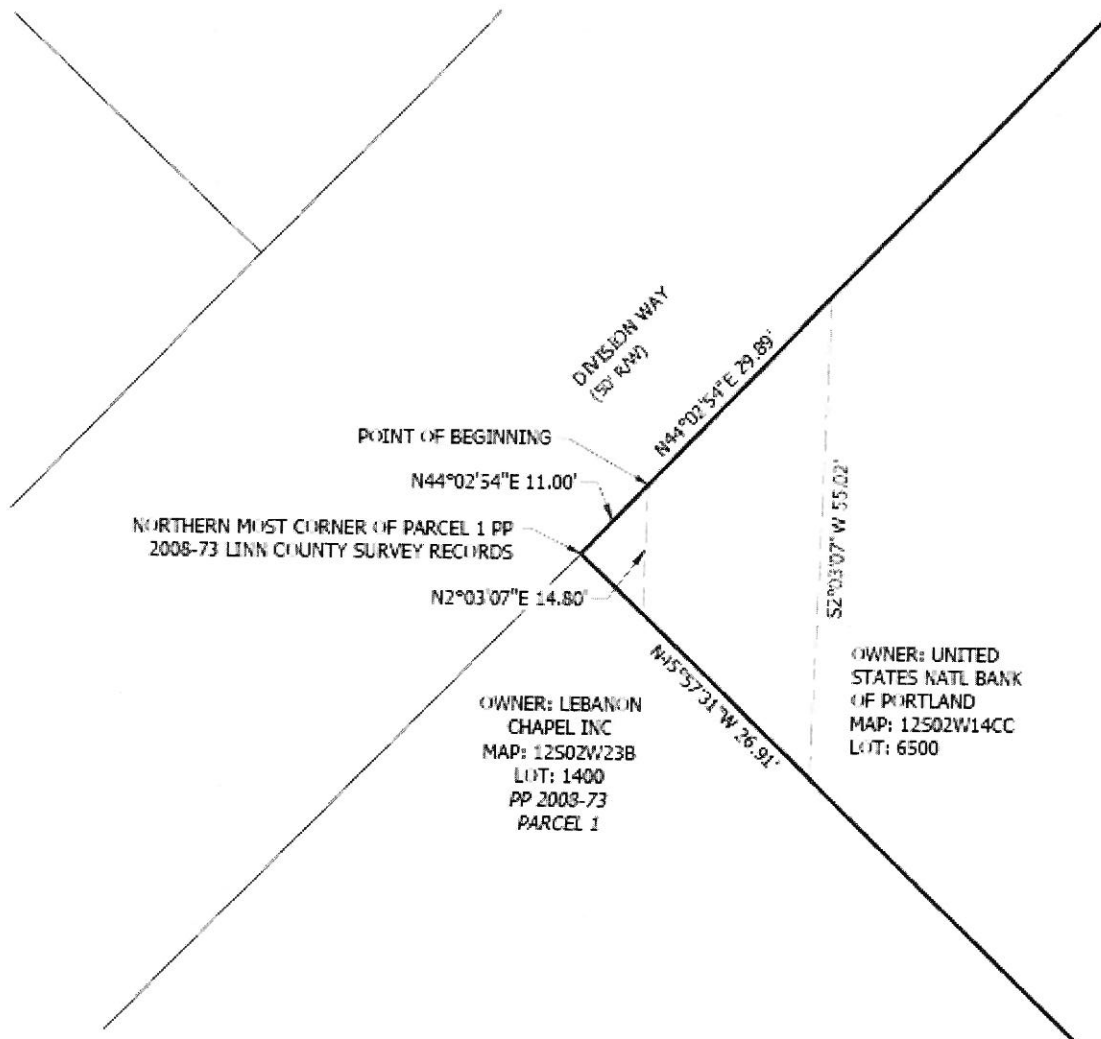
Beginning at a point that is North 44°02'54" East 11.00 feet from the Northern most corner of Parcel 1 of Linn County Partition Plat 2008-73 along the Southern right-of-way of Division Way; thence along said right-of-way North 44°02'54" East 29.89 feet; thence leaving said right-of-way South 02°03'07" West 55.02 feet; thence North 45°57'31" West 26.91 feet; thence North 02°03'07" East 14.80 feet to the point of beginning.

The above-described area contains 698.17 square feet (0.02 acres). See exhibit "B" for a map of the described area.



Udell Engineering & Land Surveying, LLC  
63 East Ash Street, Lebanon, OR 97355  
Ph: 541-451-5125 • Fax: 541-451-1366

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SCALE:



**LEGEND**

R/W RIGHT OF WAY  
PP PARTITION PLAT

SHEET 1  
of 1



Date 11/20/23  
Project # 23-217  
Drawn: NDJ  
Checked: BSV

**EXHIBIT "B"**  
CITY OF LEBANON  
PUBLIC SEWER EASEMENT  
925 S MAIN ST  
LEBANON, OR 97355

**UDELL ENGINEERING &  
LAND SURVEYING, LLC**  
63 EAST ASH ST.  
LEBANON, OREGON,  
97355 541-451-5125