

EASEMENT FOR WATERLINE

THIS AGREEMENT, made and entered into this 17th day of March, 2025 by and between Lebanon Community School District 9, (Address): 585 S 5th St Lebanon, OR, 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 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
THE PROPERTY GRANTING SAID RIGHT-OF-WAY IS DESCRIBED IN LINN COUNTY DEED VOL 1356 PAGE 666 PARCEL XXXI
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
17th day of March, 2025.

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


William Lewis, Chief Operations Officer

GRANTOR(S)

On the 17th day of March, 2025 personally appeared the within named William Lewis, Chief Operations Officer who acknowledged the foregoing instrument to be a voluntary act and deed.

BEFORE ME: Rebekah Ann Hood
NOTARY PUBLIC FOR OREGON

Commission Expires: 01/18/2026

IN WITNESS WHEREOF, we have set our hands hereto this
_____ day of _____, 2025

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

By: Ron Whitlatch, City Manager

GRANTEES

On the _____ day of _____, 2025 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 _____

BEFORE ME: _____
NOTARY PUBLIC FOR OREGON

Commission expires: _____

AREA RESERVED



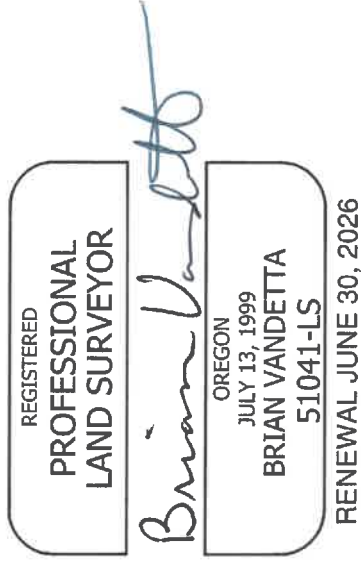
OFFICIAL STAMP
REBEKAH ANN HOOD

Legal Description
Exhibit "A"
Waterline Easement

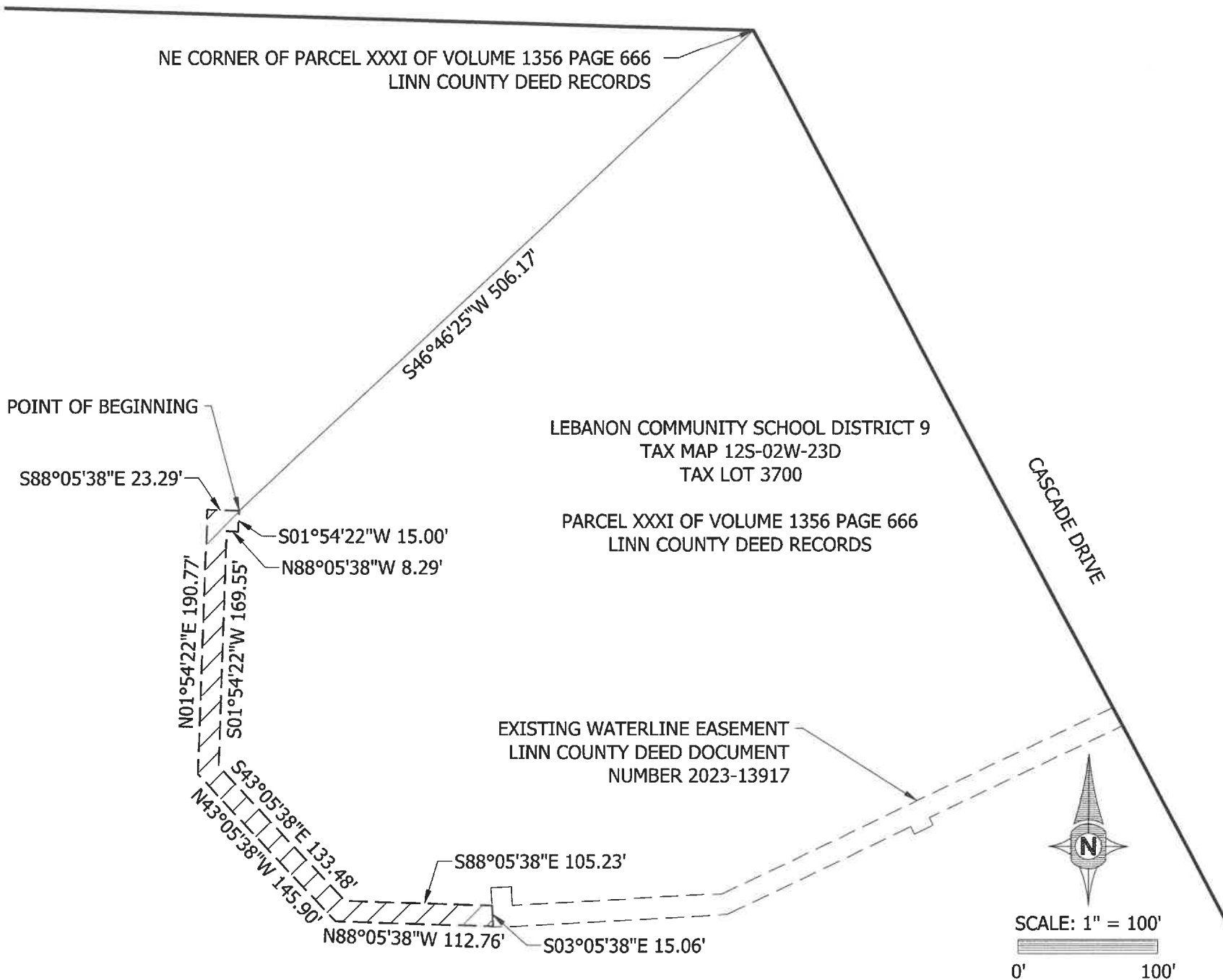
An area of land located in the Southeast 1/4 of Section 23, Township 12 South, Range 2 West of the Willamette Meridian in Linn County and being more specifically described as follows:

Beginning at a point that is South 46°46'25" West 506.17 feet from the Northeast corner of Parcel XXXI of Volume 1356 Page 666 Linn County Deed Records; thence South 01°54'22" West 15.00 feet; thence North 88°05'38" West 8.29 feet; thence South 01°54'22" West 169.55 feet; thence South 43°05'38" East 133.48 feet; thence South 88°05'38" East 105.23 feet to a point along the Westerly most line of an existing waterline easement described in Linn County deed document number 2023-13917; thence along said easement South 03°05'38" East 15.06 feet; thence leaving said easement North 88°05'38" West 112.76 feet; thence North 43°05'38" West 145.90 feet; thence North 01°54'22" East 190.77 feet; thence South 88°05'38" East 23.29 feet to the point of beginning.

The above-described area contains 6.670 square feet (0.15 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



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

EXHIBIT "B"
WATERLINE EASEMENT
550 CASCADE DR
LEBANON, OREGON 97355

Date	02/17/2025
Project	LSD WATER
Drawn by	24-036 NDJ
Checked by	BSV



SHEET	1
of	1

SCALE: AS NOTED