

## MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding ("MOU") is made the \_\_\_\_\_ day of \_\_\_\_\_ 2024 by and between the CITY OF LEBANON, an Oregon Municipal Corporation ("CITY"), and Applegate Homes, LLC, an Oregon Limited Liability Company ("OWNER" ), (jointly "the PARTIES" ), regarding the purchase of the property located at 12S02W15BD07300.

### A. RECITALS

- 1) "CITY" proposes to install a traffic signal at the intersection of Stoltz Hill Road and Airport Road as indicated in the 2018 Transportation System Plan.
- 2) "OWNER" owns the property located at 12S02W15BD07300 also known as Tract A (Exhibit A) needed for above mentioned traffic signal.

Now, therefore, the parties understand and agree as follows:

### B. UNDERSTANDING and AGREEMENT:

- 1) The Recitals set forth in this document are a material part of the understanding of the parties, and are, therefore, incorporated by this reference as operative terms.
- 2) The "CITY" will purchase the entire parcel shown in Exhibit A for a total amount of \$23,800.
- 3) The "CITY" will direct the \$23,800 towards System Development Charges owed by the "OWNER" with any remaining balance directed to the "OWNER".
- 4) The "OWNER" will be responsible for any remaining System Development Charges owed.
- 5) The "CITY" will pay all closing, recording, and title fees associated with the purchase.
- 6) The "CITY" will work with the Postmaster to relocate mailboxes located to the east of the subject property along Stoltz Hill Road.
- 7) The "CITY" will maintain on-street parking to the north of the most southern driveway on the east side of Stoltz Hill Road north of Airport Road.
- 8) The "CITY" will attempt to locate the intersection to the as far west as possible to lesson the impact on the current development to the east.
- 9) Notices under this MOU shall be in writing and shall either be (a) mailed by first class mail, postage prepaid, certified or registered with return receipt requested, (b) delivered in person or by nationally recognized overnight courier, or (c) sent by email. The address of each party for purposes of notices under this MOU is set forth below. Either party may change its address for notices by at least five days advance written notice to the other.

To CITY: City of Lebanon  
925 S. Main Street  
Lebanon, OR 97355  
Attention: Ron Whitlatch, Interim City Manager  
Email: [ron.whitlatch@lebanonoregon.gov](mailto:ron.whitlatch@lebanonoregon.gov)

To OWNER: Applegate Homes, LLC  
39596 Griggs Drive  
Lebanon, Oregon 97355  
Attention: James Lutz, Applegate CPCM  
[james.cpcm@outlook.com](mailto:james.cpcm@outlook.com)

- 10) This MOU sets forth the entire understanding of the parties, and no other representations, warranties, statements, or agreements have been made by any of the parties except as expressly set forth in this MOU. The terms of this MOU are contractual and not mere recitals.
- 11) Each of the undersigned represents and warrants that they have carefully read and reviewed the terms of this MOU with their respective counsel, know its contents, and that this MOU is voluntarily accepted after consultation with the parties' respective counsel, and that each has signed this MOU as its own free act. If a party is a corporate entity, it has caused its name to be signed by an officer or other person duly authorized to do so by order of its Council, Managers, Directors, Board or other person or persons with such authority.
- 12) The parties expressly agree- should it be necessary to timely and efficiently consummate the parties' global resolution as described herein- that this MOU may be executed by the parties in two or more counterpart originals, and furthermore, that facsimile and/or email signatures are acceptable.
- 13) In the event suit, action or other legal proceeding is brought to interpret or enforce the terms of this ' MOU, the prevailing party is entitled to recover from the losing party, in addition to costs and disbursements allowed by law, the prevailing party's reasonable attorney fees prior to and during such suit, action or other legal proceeding, both at trial and on any appeal.
- 14) The parties expressly agree- should it be necessary to timely and efficiently consummate the parties' global resolution as described herein- that this MOU may be executed by the parties in two or more counterpart originals, and furthermore, that facsimile and/or email signatures are acceptable.
- 15) In the event suit, action or other legal proceeding is brought to interpret or enforce the terms of this ' MOU, the prevailing party is entitled to recover from the losing party, in addition to costs and disbursements allowed by law, the prevailing party's reasonable attorney fees prior to and during such suit, action or other legal proceeding, both at trial and on any appeal.

CITY OF LEBANON

By: \_\_\_\_\_  
Ron Whitlatch, Interim City Manager

APPLEGATE LANDING, LLC

By: \_\_\_\_\_  
James Lutz, Applegate CPCM