



925 S. Main Street  
Lebanon, Oregon 97355

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

# MEMORANDUM

*Engineering Services*

To: Ron Whitlatch, PE  
Engineering Services Director

Date: January 2, 2024

From: Shana Olson  
Project Manager

Subject: Easement – S 9<sup>th</sup> Street

The attached easement for public access and dedication is to be presented for City Council approval. This easement is for the access to Burkhart Creek for maintenance purposes.

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

EASEMENT FOR PUBLIC ACCESS

23 J88

THIS AGREEMENT, made and entered into this 28 day of Nov., 2023 by and between Whitewater Apartments, LLC  
(Address): 1784, 1786, 1788, 1790, 1792, 1794, 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

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  
28 day of Nov., 2023.

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

IN WITNESS WHEREOF, we have set our hands hereto this  
\_\_\_\_\_ day of \_\_\_\_\_, 2023

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

By:

Ron Whitlatch, Interim City Manager

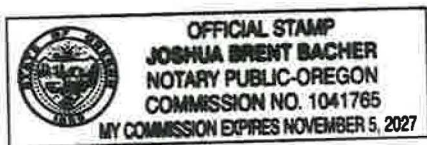
GRANTOR(S)

GRANTEES

On the 28 day of November, 2023 personally appeared  
the within named Matthew Ray Edwards who acknowledged the  
foregoing instrument to be a voluntary act and deed.

BEFORE ME: Joshua B Bacher  
NOTARY PUBLIC FOR OREGON

Commission Expires: November 5, 2027

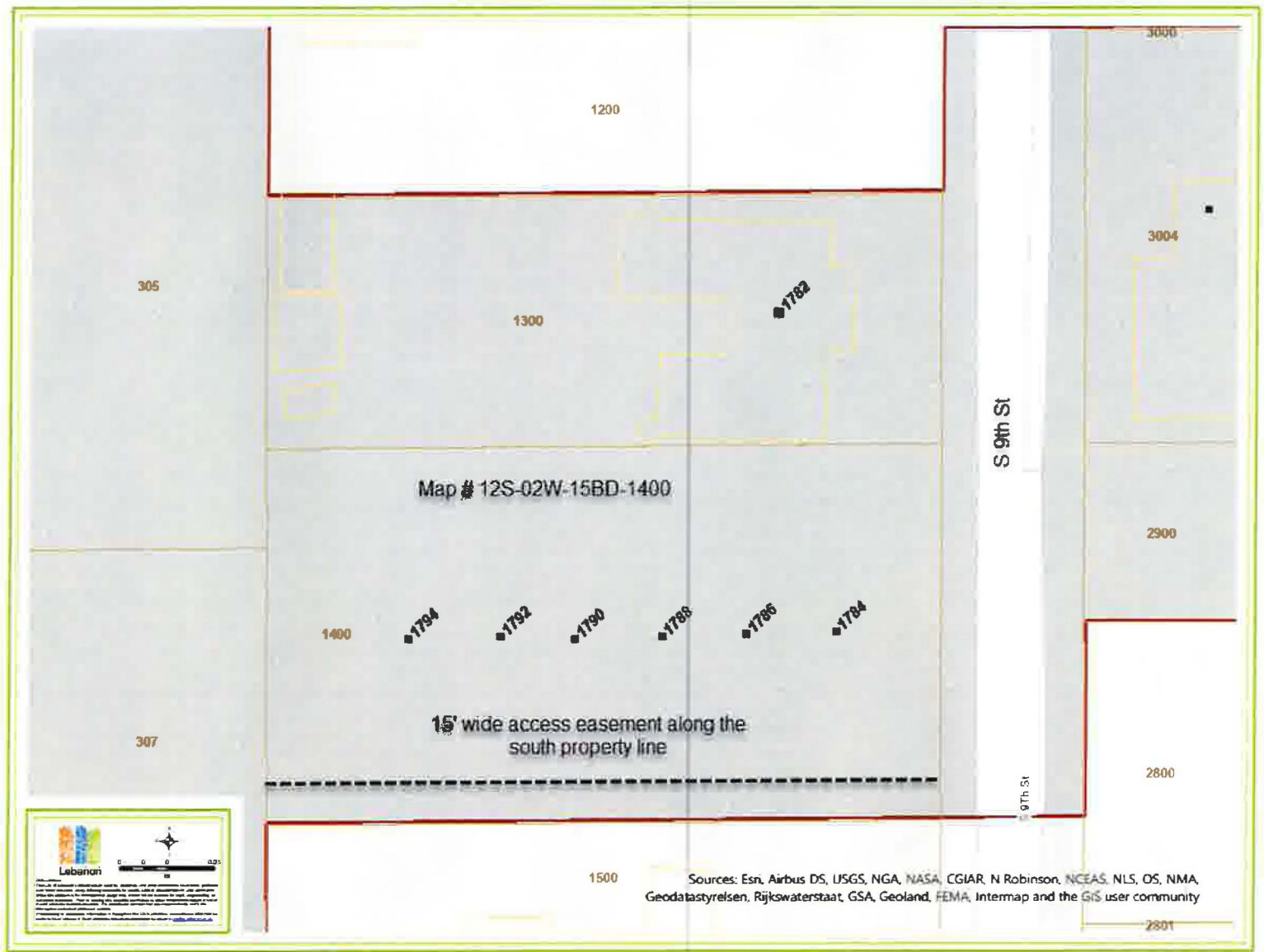


On the \_\_\_\_\_ day of \_\_\_\_\_, 2023 personally appeared  
who being duly sworn, did say that the above is the city Manager  
for the City of Lebanon, a Municipal Corporation, and that the  
seal affixed to the foregoing instrument was signed and sealed in  
behalf of said corporation by authority of its City Council, which  
accepted this easement on the \_\_\_\_\_ day of \_\_\_\_\_

BEFORE ME: \_\_\_\_\_  
NOTARY PUBLIC FOR OREGON

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

AREA RESERVED  
FOR USE BY  
LINN COUNTY RECORDER



**Exhibit A**