

RESOLUTION NO. 1 FOR 1941

BE IT RESOLVED, That the City of Lebanon, Oregon, execute the lease with Rachel Irene Parton to the premises described in said lease which is attached hereto and by reference made a part hereof, marked "Exhibit A", and cause the same to be duly executed by its Mayor and attested by its Recorder.

Passed by the Council and approved by the Mayor this 21st day of January, 1941.



Mayor

ATTEST:



Recorder

EXHIBIT A

THIS AGREEMENT OF LEASING, made and entered into this 21st day of January, 1941, by and between the City of Lebanon, Oregon, a municipal corporation, hereinafter called the Lessor, and Rachel Irene Parton, of Lebanon, Oregon, hereinafter called the Lessee,

WITNESSETH:

That the Lessor hereby leases unto the Lessee and the Lessee hereby leases from the Lessor for the consideration hereinafter stated and upon the terms and conditions hereinafter set forth, the following described premises, to-wit:

Beginning at the Southeast corner of the house hereinafter designated and running thence North 150 feet; thence West 100 feet; thence South 150 feet; thence East 100 feet to the place of beginning;

Said house being situated about 100 feet South of the approximate center of the North line of the following described premises, to-wit:

Beginning at a point 8 chains North of the Southwest corner of the Donation Land Claim of James Ridgway No. 46, in Township 12, South, Range 2 West, Willamette Meridian, and running thence North 14.85 chains; thence East 7.23 chains; thence South 35 degrees East 18 chains; thence South 60 degrees West 3 chains; thence North 82 degrees West 15 chains to the place of beginning, containing 20 acres of land, little more or less.

EXCEPT that part of the above described real property sold and conveyed by Tri State Railway and Power Company, a corporation, to Oregon and California Railroad Company described in that certain deed executed October 14, 1910, and recorded in Volume 94, page 269 of the Deed Records of Linn County, Oregon.

The term of this lease shall be for and during the remainder of the Lessee's natural life.

For and in consideration of this lease the Lessee promises and agrees to keep and maintain the buildings upon

said premises in good repair and condition, reasonable wear and tear, depreciation and loss by fire, the elements or unavoidable mishap excepted.

The Lessee shall occupy and use said premises personally and shall not sublet or deliver possession to any other person, nor shall this lease be assigned, without the written consent of the Lessor.

The Lessee may cancel this lease at any time by surrendering to the Lessor her copy thereof, together with the possession of said premises.

If the Lessee shall fail, refuse or neglect to abide by any provision, term or condition of this lease then the Lessor may at its option declare this lease forfeited and terminated and the Lessee agrees that upon written notice thereof she will immediately vacate said premises and deliver possession thereof to the Lessor, hereby expressly waiving any further notice to quit.

IN WITNESS WHEREOF The City of Lebanon, by virtue of a Resolution duly passed by the Common Council of said city and approved by the Mayor, has caused these presents to be executed by its Mayor and attested by its Recorder, and the Lessee has caused her hand and seal to be affixed hereto on this day and date first above mentioned, in duplicate.

CITY OF LEBANON, OREGON.

BY Walter Scott Mayor

Attest Geo. H. Kauder Recorder
Lessor

Rachel Irene Parton
Lessee