A RESOLUTION AUTHORIZING THE MAYOR) AND RECORDER TO ENTER INTO A LEASE) AGREEMENT RELATIVE TO TAX LOT 1703.) RESOLUTION NO. 11 for 1979

BE IT RESOLVED BY THE COMMON COUNCIL OF THE CITY OF LEBANON AS FOLLOWS:

Section 1. That the Mayor and Recorder of the City of Lebanon are hereby authorized and directed to enter into a lease agreement relative to Tax Lot 1703, Lebanon, Linn County, Oregon. A copy of said lease is attached hereto and made a part hereon.

Passed by the Council by a vote of 5 for and 0 against and approved by the Mayor this $3^{3^{1}}$ day of March, 1979.

1 a Clark

ATTEST:

Edurin B.

THIS INDENTURE OF LEASE, Made in duplicate atLebanon, Linn County, Oregon,
, on this
by and between
hereinafter known and referred to as the lessor, (whether singular or plural) and DEAN LEE and
JACQUELINE LEE, Husband and Wife, , hereinafter known
and referred to as the lessee, (whether singular or plural);
WITNESSETH: That in consideration of the covenants, agreements and stipulations herein contained
on the part of said lessee to be paid, kept and faithfully performed by said lessee, the said lessor does hereby
lease, demise and let unto said lessee the premises known as Tax Lot 1703, Lebanon, Linn
County, Oregon
in the City of Lebanon, State of Oregon
TO HAVE AND TO HOLD said premises hereby leased for a period ofone(1)year
from the

, 19.80, said lessee paying and yielding as rental therefor, during

said term, the full sum of _____ one (1) dollar (\$1.00), payable in advance

... Donars.

Lessee agrees to keep the said premises in a clean and safe condition at all times, to keep the same free from obstructions, and to keep any grass or other vegetation mowed at all times. Lessor shall be under no obligation to maintain the premises or to inspect the same for unsafe or unsightly conditions.

Lessee agrees to hold lessor harmless from any and all claims, demands or other liability arising in connection with the said premises on or after the date of this agreement. Lessee agrees, at all times while this lease remains in effect, at his own expense, to maintain liability insurance insuring both lessor and lessee against all liability for damages to person or property in or about said leased premises; the amount of said liability insurance shall not be less than \$ for injury to one person, \$ for injuries arising out of any one accident, and not less than \$ for property damage. Lessee shall furnish lessor with a copy of said insurance policy.

That said lessee will make no unlawful, improper or offensive use of the premises; that at the expiration of the said term or upon any sooner termination of this lease, said lessee will quit and deliver up the premises, and all future erections or additions to or upon the same, to the said lessor, or those having their estate therein, peaceably, quietly, in as good order and condition (reasonable use and wearing thereof, fire and other unavoidable casualties excepted) as the same now are or may be put in by the lessor or those having their estate in the premises; that said lessee will not suffer nor commit any strip or waste thereof, nor make nor suffer to be made any alterations or additions to or upon the same, nor assign this lease, nor underlet, or permit any other person or persons to occupy the same, without the consent of the said lessor or those having their estate in the premises, being first obtained in writing, and also that it shall be lawful for the said lessor and those having their estate in the premises, at reasonable times, to enter into and upon the same, to examine the condition thereof. PROVIDED always, and these presents are upon this condition, that if the said rent shall be in arrears for the space of _______, or if the said lessee

Any waiver of any breach of covenants herein contained to be kept and performed by the lessee shall not be deemed or considered as a continuing waiver, and shall not operate to bar or prevent the lessor from declaring a forfeiture for any succeeding breach, either of the same condition or covenant or otherwise.

Any holding over by the lessee after the expiration of the term of this lease, or any extension thereof, shall be as a tenancy from month to month and not otherwise.

In the event any suit or action is brought to collect any of said rents or to enforce any provision of this lease or to repossess said premises, the losing party agrees to pay such sum as the trial court may adjudge reasonable as attorney's fees to be allowed the prevailing party in such suit or action and in the event any appeal is taken from any judgment or decree in such suit or action, the losing party agrees to pay such sum as the appellate court shall adjudge reasonable as the prevailing party's attorney's fees on such appeal.

IN WITNESS WHEREOF, the respective parties have executed this instrument the day and year first hereinabove written, in duplicate.

NOTE—This form is not suitable for leasing a "dwelling unit" as defined in Section 5(3), Chapter 559, Oregon Laws 1973 as follows: "'Dwelling unit' means a structure or the part of a structure that is used as a home, residence or sleeping place by one person who maintains a household or by two or more persons who maintain a common household." (See forms Nos. 244, 766, 818).

CITY OF LEBANON	
By: () Junil ()	Clark, Mayor
ATTEST: Elur	R. Wers Recorder
Dean Lee	

Jacqueline Lee

LEASE (FORM No. 11) FROM	Q	PREMISES		Date	STEVENS-NESS LAW PUB. CO., PORTLAND	
BE IT RI before me, the un	EMEMBERED, ndersigned, a	, That on this				, 19
						known
to me to be the i	dentical individ	ual described i	in and who ed the same	executed t freely and	he within instrume I voluntarily.	nt and acknowledged nto set my hand and