

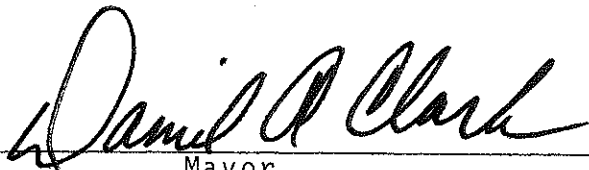
A RESOLUTION AUTHORIZING THE MAYOR)
AND RECORDER TO ENTER INTO A LEASE)
AGREEMENT RELATIVE TO TAX LOT 1703.)

RESOLUTION NO. 11
for 1979

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

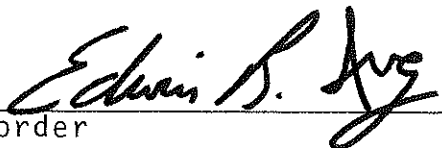
Section 1. That the Mayor and Recorder of the City of
Lebanon are hereby authorized and directed to enter into a
lease agreement relative to Tax Lot 1703, Lebanon, Linn County,
Oregon. A copy of said lease is attached hereto and made a part
hereon.

Passed by the Council by a vote of 5 for and 0
against and approved by the Mayor this 28th day of March, 1979.



Mayor

ATTEST:



Recorder

PROVIDED always, and these presents are upon this condition, that if the said rent shall be in arrears for the space of thirty days, or if the said lessee representatives or assigns, shall neglect or fail to do or perform, and observe any or either of the covenants hereinbefore contained, which on said lessee's part are to be performed, then and in either of the said cases, the said lessor, or those having their estate in the said premises lawfully may, immediately or at any time thereafter, and while said neglect or default continues, and without further notice or demand, enter into and upon the said premises, or any part thereof, in the name of the whole and repossess the same, of their former estate, and expel the said lessee, and those claiming under said lessee, and remove effects (forcibly if necessary), without being taken or deemed guilty in any manner of trespass, and without prejudice to any remedies which might otherwise be used for arrears of rent, or preceding breach of covenants.

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.

CITY OF LEBANON

By: David D. Clark, Mayor

ATTEST: Edward R. J. J. J. Recorder

Dean Lee

Jacqueline Lee

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).

LEASE

(FORM No. 11)

FROM

TO

PREMISES

Date _____, 19____

Expires _____, 19____

STEVENS-NESS LAW PUB. CO., PORTLAND

STATE OF _____ }
County of _____ } ss.

BE IT REMEMBERED, That on this _____ day of _____, 19____, before me, the undersigned, a _____ in and for said County and State, personally appeared the within named _____

_____ who _____ known to me to be the identical individual _____ described in and who executed the within instrument and acknowledged to me that _____ executed the same freely and voluntarily.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal the day and year last above written.

Notary Public for
My Commission expires _____