

A RESOLUTION AUTHORIZING THE MAYOR
TO ENTER INTO A COVENANT NOT TO SUE
OR ENFORCE JUDGMENT PURSUANT TO
ORS 18.455.

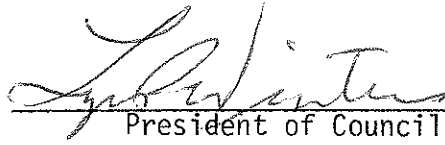
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RESOLUTION NO. 14
for 1979

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

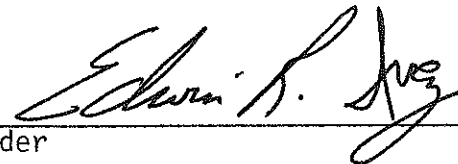
Section 1. That the Mayor of the City of Lebanon is hereby authorized and directed to enter into a Covenant Not to Sue or Enforce Judgment Pursuant to ORS 18.455 with the Architectural firm of Martin, Schultz & Geyer, Architects in consideration of the sum of \$7,500. A copy of said agreement is attached hereto and made a part hereof.

Passed by the Council by a vote of 5 for and 0 against and approved by the Mayor this 25th day of April, 1979.



President of Council

ATTEST:



Recorder

COVENANT NOT TO SUE OR ENFORCE JUDGMENT
PURSUANT TO ORS 18.455

IN CONSIDERATION of the payment of the sum of Seven Thousand Five Hundred and No/100 (\$7,500.00) Dollars, receipt of which is hereby acknowledged, we the undersigned, CITY OF LEBANON and LEBANON RURAL FIRE PROTECTION DISTRICT, do hereby covenant to forever refrain from bringing any other or further suit or proceeding, either at law or in equity, and to forever refrain from prosecuting any claim now pending in any court or in arbitration, and also to forever refrain from enforcing any judgment which may be obtained, against B. KING MARTIN, GEORGE E. SCHULTZ, JR. and MICHAEL J. GEYER, dba MARTIN, SCHULTZ & GEYER, ARCHITECTS, or B. King Martin, George E. Schultz or Michael J. Geyer, individually, based on any claim arising out of their role as architects in the design and construction of the Lebanon Fire Hall at Lebanon, Oregon.

This Covenant Not to Sue and Covenant Not to Enforce Judgment extends to any and all claims, demands, damages, costs or loss of use or services now existing, whether known or unknown in any way resulting from or arising out of the role of the named architects in the design or construction of the Lebanon Fire Hall.

The payment acknowledged hereby has been made and received in good faith, pursuant to ORS 18.455 and that payment and this Covenant is to be construed in accordance therewith. The CITY OF LEBANON and LEBANON RURAL FIRE PROTECTION DISTRICT claim that the named architects are, in part, responsible for defects in the Lebanon Fire Hall. MARTIN, SCHULTZ & GEYER, ARCHITECTS, and B. King Martin, George E. Schultz, Jr. and Michael J. Geyer, individually, expressly deny such liability, denying any fault whatsoever. Neither the payment, nor the execution or acceptance of this Covenant shall be construed as any admission of fault or liability whatsoever.

This Covenant is for the benefit of MARTIN, SCHULTZ & GEYER, ARCHITECTS, and B. King Maring, George E. Schultz and Michael J. Geyer, individually, and is not to benefit any other person or entity and does not release any other person or entity from any liability which they have or may have to the CITY OF LEBANON or LEBANON RURAL FIRE PROTECTION DISTRICT concerning the Lebanon Fire Hall.

WE HAVE CAREFULLY READ the foregoing Covenant Not to Sue and Covenant Not to Enforce Judgment, understand the contents thereof, and sign the same as our own free voluntary act after having been duly authorized to do so by the CITY OF LEBANON and LEBANON RURAL FIRE PROTECTION DISTRICT, respectively.

DATED this 25th day of April, 1979.

CITY OF LEBANON

By: _____
Official Title Mayor

LEBANON RURAL FIRE PROTECTION
DISTRICT

By: _____
Official Title _____