

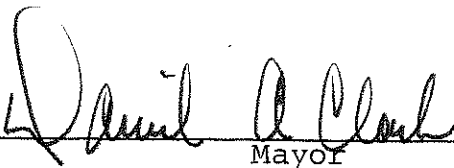
A RESOLUTION AUTHORIZING THE MAYOR )  
AND RECORDER TO ENTER INTO AN AGREE- )  
MENT WITH ELGIN ENTERPRISES, INC. )

RESOLUTION No. 19  
for 1979

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

Section 1. Attached hereto, marked exhibit A, and incorporated herein by reference, are legal descriptions to four (4) parcels of real property in Lebanon, Linn County, Oregon. The Mayor and Recorder of the City of Lebanon are hereby authorized and directed to enter into and consummate an agreement with Elgin Enterprises, Inc. whereby the City will deed parcel 3 to Elgin Enterprises, Inc.; parcels 1 and 2 will be dedicated to the City for right-of-way purposes; and the City of Lebanon will Lease parcel 4 to Elgin Enterprises, Inc.. A copy of the said Lease is attached hereto, marked exhibit B, and incorporated herein by reference.

Passed by the Council by a vote of 6 for and 0  
against and approved by the Mayor this 23<sup>rd</sup> day of May, 1979.

  
\_\_\_\_\_  
Mayor

ATTEST:

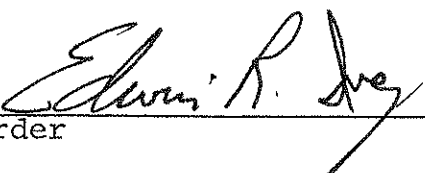
  
\_\_\_\_\_  
Recorder

Exhibit A

Parcel 1: Beginning at a 1/2" iron rod at the intersection of the West right of way line of South Santiam Highway and the East right of way line of South Main Road (Second Street) in Section 15, Township 12 South, Range 2 West, Willamette Meridian, Linn County, Oregon and as shown on Linn County Survey No. 16242; thence N44°32'W 143.42 feet to the true point of beginning; thence N44°32'W 130.08 feet to a 1/2" iron rod; thence N0°16'30"W 14.33 feet; thence S44°32'E 106.77 feet; thence S27°57'E 35.03 feet to the true point of beginning.

Parcel 2: A tract of land lying in Section 15, Township 12 South, Range 2 West of the Willamette Meridian, in Linn County, Oregon, more particularly described as follows: Commencing at a half inch rod, which is South 0°09' West, 190.30 feet and South 89°43'30" West, 175.00 feet from the intersection of the North line of the South half of the R.T. Hill DLC#77 and the West right of way line of South Santiam Highway; said intersection being also North 0°09' East, 30.00 feet and South 89°43'30" West, 80.00 feet from the initial point of the Ingrid Subdivision to Lebanon, Linn County, Oregon; running thence South 89°43'30" West, parallel to the North line of the South half of said DLC#77, 199.89 feet to an iron rod on the Northeasterly line of Second Street and the true point of beginning; thence South 44°32' East, along the Northeasterly line of Second Street, 286.41 feet; thence North 0°16'30" West 14.33 feet to a point which is 10 feet Northeasterly when measured at right angles from the Northeasterly right of way line of Second Street; thence North 44°32' West parallel with and 10 feet Northeasterly when measured at right angles from the Northeasterly right of way line of Second Street, 266.34 feet to a point which bears North 89°43'30" East from the true point of beginning; thence South 89°43'30" West 13.96 feet to the true point of beginning.

Parcel 3: Beginning at a 1/2" iron rod at the intersection of the west right of way line of South Santiam Highway and the east right of way line of South Main Street (Second Street) in Section 15, Township 12 South, Range 2 West, Willamette Meridian, Linn County, Oregon and as shown on Linn County Survey No. 16242; thence S0°17'W 20.25 feet; thence N88°15'26"W 36.09 feet; thence N27°57'W 137.42 feet; thence S44°32'E 143.42 feet to the point of beginning.

Parcel 4: Beginning at a 1/2" iron rod at the intersection of the west right of way line of South Santiam Highway and the east right of way line of South Main Road (Second Street) in Section 15, Township 12 South, Range 2 West, Willamette Meridian, Linn County, Oregon and as shown on County Survey No. 16242; thence S0°17'W 20.25 feet; thence N88°15'26"W 36.09 feet to the true point of beginning; thence N88°15'26"W 25.00 feet; thence N20°26'47"W 138.44 feet; thence S44°32'E 12.75 feet; thence S27°57'E 137.42 feet to the true point of beginning.

Exhibit B

LEASE

THIS AGREEMENT, entered into on this \_\_\_\_ day of \_\_\_\_\_, 1979, by and between the CITY OF LEBANON, an Oregon Municipal Corporation, "LESSOR", and ELGIN PROPERTIES, INC., an Oregon Corporation, "LESSEE",

WITNESSETH:

That said Lessor in consideration of the covenants herein mentioned, does hereby lease unto said Lessee, the following described premises, to-wit:

Beginning at a  $\frac{1}{2}$ " iron rod at the intersection of the west right-of-way line of South Santiam Highway and the east right-of-way line of South Main Road (Second Street) in Section 15, Township 12 South, Range 2 West, Willamette Meridian, Linn County, Oregon, and as shown on County Survey No. 16242; thence  $S0^{\circ}17'W$  20.25 feet; thence  $N88^{\circ}15'26"W$  36.09 feet to the true point of beginning; thence  $N88^{\circ}15'26"W$  25.00 feet; thence  $N20^{\circ}26'47"W$  138.44 feet; thence  $S44^{\circ}32'E$  12.75 feet; thence  $S27^{\circ}57'E$  137.42 feet to the true point of beginning. Containing .043 acres, more or less.

The term of this lease is an indefinite term which shall continue until such time as the same has been terminated by either of the parties hereto. It is understood and agreed that Lessor may terminate this lease at anytime when it is determined that the property, or a part thereof, is needed by Lessor for street purposes. In such case the Lessor may terminate the lease by giving Lessee Six (6) Months notice in writing before the date designated in the notice for the termination of the lease. Lessee may terminate the lease at anytime after \_\_\_\_\_. If Lessee terminates the lease, written notice shall be given for a period of six months in the same manner as that described above.

Throughout the term of the lease the Lessee shall pay to Lessor the sum of \$300.00 per year, payable in advance, the first of such payments to be made on the \_\_\_\_ day of \_\_\_\_\_, 1979, and a like payment on the \_\_\_\_ day of \_\_\_\_\_ each year thereafter. In the event of the termination of the lease by Lessor, the Lessee shall be entitled to a refund of a proportionate part of the rent for any unused portion of the yearly period.

In the event that the lease continues for a period of ten years without the termination of the same by either party, then, and in that event, Lessee shall have the option to purchase said real property for the sum of \$3,000.00 and in such event Lessee shall be entitled to apply all of the rental paid under said lease upon the total purchase price.

LEASE

THIS AGREEMENT, entered into on this 19<sup>th</sup> day of June, 1979, by and between the CITY OF LEBANON, an Oregon Municipal Corporation, "LESSOR", and ELGIN PROPERTIES, INC., an Oregon Corporation, "LESSEE",

WITNESSETH:

That said Lessor in consideration of the covenants herein mentioned, does hereby lease unto said Lessee, the following described premises, to-wit:

Beginning at a  $\frac{1}{2}$ " iron rod at the intersection of the west right-of-way line of South Santiam Highway and the east right-of-way line of South Main Road (Second Street) in Section 15, Township 12 South, Range 2 West, Willamette Meridian, Linn County, Oregon, and as shown on County Survey No. 16242; thence  $S0^{\circ}17'W$  20.25 feet; thence  $N88^{\circ}15'26"W$  36.09 feet to the true point of beginning; thence  $N88^{\circ}15'26"W$  25.00 feet; thence  $N20^{\circ}26'47"W$  138.44 feet; thence  $S44^{\circ}32'E$  12.75 feet; thence  $S27^{\circ}57'E$  137.42 feet to the true point of beginning. Containing .043 acres, more or less.

The term of this lease is an indefinite term which shall continue until such time as the same has been terminated by either of the parties hereto. It is understood and agreed that Lessor may terminate this lease at anytime when it is determined that the property, or a part thereof, is needed by Lessor for street purposes. In such case the Lessor may terminate the lease by giving Lessee Six (6) Months notice in writing before the date designated in the notice for the termination of the lease. Lessee may terminate the lease at anytime after July 1, 1980. If Lessee terminates the lease, written notice shall be given for a period of six months in the same manner as that described above.

Throughout the term of the lease the Lessee shall pay to Lessor the sum of \$300.00 per year, payable in advance, the first of such payments to be made on the 1st day of July, 1979, and a like payment on the 1st day of July each year thereafter. In the event of the termination of the lease by Lessor, the Lessee shall be entitled to a refund of a proportionate part of the rent for any unused portion of the yearly period.

In the event that the lease continues for a period of ten years without the termination of the same by either party, then, and in that event, Lessee shall have the option to purchase said real property for the sum of \$3,000.00 and in such event Lessee shall be entitled to apply all of the rental paid under said lease upon the total purchase price. The option may be exercised by the Lessee giving to the Lessor written notice of intention to exercise the option. At such time, and when the full purchase price has been paid, Lessor will execute and deliver to Lessee a good and sufficient deed transferring title to the above described property to the Lessee.

IN WITNESS WHEREOF, the CITY OF LEBANON, pursuant to a of its governing body, duly and legally adopted, has caused these

presents to be signed by the *Mayor* and the *Recorder*  
of the City of Lebanon, and the Lessee, pursuant to a  
Resolution of its Board of Directors duly and legally adopted,  
has caused these presents to be signed by its President and its  
Secretary and its Corporate Seal to be hereunto affixed on this  
19<sup>th</sup> day of June, 1979.

CITY OF LEBANON

BY: *Daniel A. Clark*

BY: *Edwan R. Jue*

(LESSOR)

ELGIN PROPERTIES, INC.

BY: *Emerjani Morgan*

President

BY: *Virginia Johnson*

Secretary

(LESSEE)