

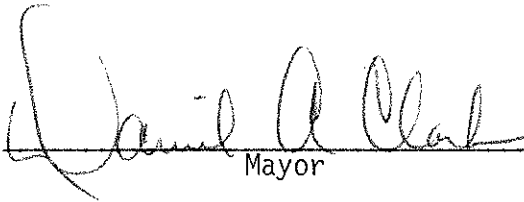
A RESOLUTION AUTHORIZING THE MAYOR
AND RECORDER TO ENTER INTO AN EARNEST
MONEY AGREEMENT WITH REPUBLIC DEVELOPMENT
COMPANY.)

RESOLUTION NO. 32
for 1979

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

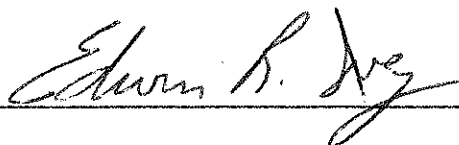
Section 1. That the Mayor and Recorder of the City of Lebanon are hereby authorized and directed to enter into an earnest money agreement with Republic Development Company. A copy of said Earnest Money Agreement is attached hereto and made a part hereof.

Passed by the Council by a vote of 4 for and 0 against and approved by the Mayor this 11th day of July, 1979.



Mayor

ATTEST:



Recorder

EARNEST MONEY AGREEMENT

THIS AGREEMENT is made this 18th day of July, 1979, between REPUBLIC DEVELOPMENT COMPANY ("seller") and the CITY OF LEBANON ("buyer").

Seller and buyer recite and agree as follows:

1. Seller agrees to sell and buyer agrees to purchase that certain real property located in Lebanon, Linn County, Oregon, described in exhibit A, attached hereto and incorporated herein by reference. Said real property contains 5.964 acres, more or less.

2. The purchase price thereof shall be the sum of Forty-eight thousand and no/100 Dollars (\$48,000.00), payable as follows upon acceptance of title and delivery of contract: Down payment of \$14,000.00, balance due and payable on or before three (3) years from date of closing. Unpaid balance is to bear interest at seven (7) percent per annum, interest to be paid annually. The contract shall provide for a grace period in the making of payments of one (1) year in the aggregate over the term of the contract. No additional payment on the purchase price may be made prior to December 1, 1979.

3. It is recited that the said real property is encumbered by certain deed restrictions which limit the use of the said property for residential purposes only. As earnest money and in consideration of this agreement, the City agrees to use reasonable efforts to attempt to remove said Deed restrictions. The buyer shall have a period of six (6) months within which to effect removal of said restrictions or to commence condemnation proceedings in court to remove said restrictions. If such a suit is commenced, this agreement, and the closing thereof, shall continue until a final decree is entered. If the restrictions are not removed and if suit is not commenced, within six (6) months of the date of this agreement, this agreement shall become null and void and neither party shall be under any further obligation to the order with respect to said real property. Additionally, the City shall not be entitled to reimbursement of any costs incurred by it as a result of attempts to remove said deed restrictions.

4. A title insurance policy from a reliable company insuring marketable title in the seller in an amount equal to said purchase price is to be furnished buyer in due course at seller's expense. The property is to be conveyed free and clear of all liens and encumbrances except zoning ordinances.

5. Real property taxes shall be pro-rated as of the date of closing.


6. Possession of said premises is to be delivered to buyer on or before closing.

7. This agreement is binding upon the heirs, executors, administrators, successors and assigns of the parties.

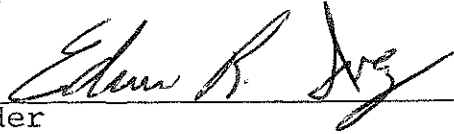
8. In any suit or action brought on this agreement, the losing party agrees to pay the prevailing party's reasonable attorney's fees.

IN WITNESS WHEREOF, the parties have executed this Agreement in duplicate.

CITY OF LEBANON

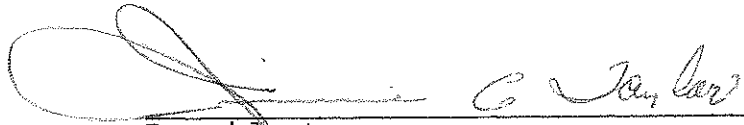


Mayor



Recorder

REPUBLIC DEVELOPMENT COMPANY



President



PLETZER'S REPLAT

(Subject to C & R's)

BEGINNING at a 2" x 36" pipe, said monument being N 0° 11' 30" W 30 feet from the S.W. corner Jeremiah Ralston D.L.C. #49 in the S.E. ¼ Section 9 T 12 S R 2 W, Willamette Meridian, in the City of Lebanon, Linn County Oregon.

The description of the land included is as follows:

BEGINNING at said initial point and running thence N 0° 11' 30" W 637.95 feet; thence N 89° 52' 30" E 325.15 feet; thence S 5° 22' 44" W 100.52 feet; thence N 89° 46' 34" E 40.00 feet; thence S 17° 35' 53" E 340.43 feet; thence S 8° 30' 00" E 205.03 feet; thence S 89° 49' 49" W 486.88 feet; thence S 0° 11' 30" E 10 feet; to the Point of Beginning, lying in and being a part of Replat of Pletzer's First Addition, City of Lebanon, Linn County, Oregon.

ADDENDUM TO EARNEST MONEY AGREEMENT

REPUBLIC DEVELOPMENT COMPANY ("seller") and the CITY OF LEBANON ("buyer") recite and agree as follows:

1. The parties entered into an Earnest Money Agreement on July 18, 1979, for the purchase and sale of certain real property described in said agreement and containing approximately 5.964 acres, more or less.

2. Said Earnest Money Agreement contained a provision that the buyer would have a period six months from the date of said agreement within which to effect removal of certain deed restrictions from the property.

3. The parties hereby agree to extend the said period of time and buyer is hereby granted until April 1, 1980, to effect removal of the said deed restrictions as provided in said Earnest Money Agreement.

Date: 1-9-80

CITY OF LEBANON

Daniel A Clark
Mayor

Date: 1-9-80

Edwin R. Jue
Recorder

REPUBLIC DEVELOPMENT COMPANY

Date: 7 Jan 80

James C. Jue
President