

A RESOLUTION AUTHORIZING THE
MAYOR AND RECORDER TO EXECUTE
A RELEASE IN FULL OF ALL CLAIMS
AND RIGHTS RE: FIRE HALL FLOOR
SUIT MATTER)
)
)
)

RESOLUTION NO. 36
for 1980

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 execute a Release in Full of all Claims and Rights regarding the Fire Hall Floor Suit matter. A copy of said release 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 8th day of October, 1980.

Michael L. White
Mayor

ATTEST:

Edwin R. King
Recorder

RELEASE IN FULL OF ALL CLAIMS AND RIGHTS

FOR AND IN CONSIDERATION OF THE SUM OF five thousand dollars (\$5,000.00), receipt of which is acknowledged, we, being of lawful age, RELEASE, ACQUIT AND FOREVER DISCHARGE Larsen Products Corporation, Mannan Building Supplies, Inc., their employees, agents, representatives, successors and assigns from any and all rights, claims, demands and damages of any kind, known or unknown, resulting from the construction of the Lebanon Fire Hall at Lebanon, Oregon and more particularly described in the City of Lebanon, et al v. B. King Martin, et al, Linn County Case No. 50580.

We accept the above sum of money as a full and final settlement of all claims, rights and damages which we now have or may have against the parties being released, their employees, agents, representatives, successors and assigns.

We understand and agree that this release extends to and includes any and all damages, injuries and claims which we do not anticipate, know about, or suspect to exist, and to any and all damages, injuries or claims which may develop in the future. We hereby expressly waive and relinquish any and all rights under any law or statute to the contrary.

Deleted Before signing

~~We agree to pay and satisfy all bills, charges, liens and subrogation claims resulting from damage to our property and arising out of the incident described herein. We further agree to hold harmless from any such claims the parties being released, their employees, agents, representatives, successors and assigns.~~

We understand that the amount of this settlement is a compromise settlement of a doubtful and disputed claim or rights for all damages arising out of the incident referred to above. It is further agreed that this settlement is not to be considered as an admission of any responsibility whatsoever, in whole or in part, for the incident by the parties released, their employees, agents or representatives.

This release contains the entire agreement between us and the parties released and their employees, agents and representatives and it is agreed that the terms of this release are contractual and not a mere recital.

WE UNDERSTAND THAT THIS IS ALL THE MONEY WE WILL RECEIVE

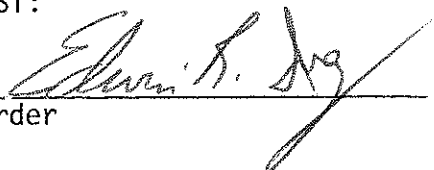
AS A RESULT OF THIS INCIDENT.

WE HAVE READ THIS RELEASE, UNDERSTAND IT AND ARE SIGNING IT VOLUNTARILY.

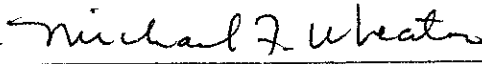
DATED this 8th day of October, 1980.

City of Lebanon

ATTEST:


Recorder

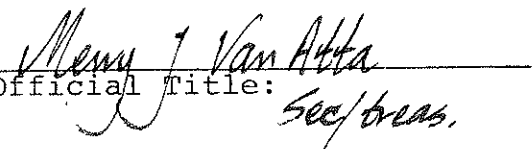
By



Official Title: Mayor

Lebanon Rural Fire Protection District

By


Official Title: Sec/treas.

Approved by:

SCHWABE, WILLIAMSON, WYATT
MOORE & ROBERTS
Attorneys for The City of
Lebanon and Lebanon Rural
Fire Protection District


Donald Joe Willis