

A RESOLUTION AUTHORIZING THE
MAYOR AND RECORDER TO EXECUTE
LEASE WITH VALLEY LANDFILLS,
INC.)

RESOLUTION NO. 18
for 1983

BE IT RESOLVED BY THE 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 lease with
VALLEY LANDFILLS, INC. relative to the Lebanon Landfill.

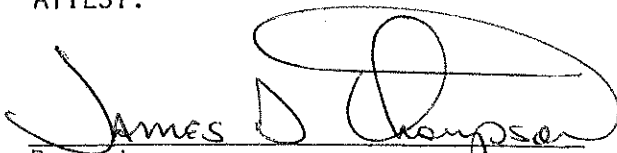
A copy of said lease is attached hereto and made a part hereof.

Passed by the Council by a vote of 6 for and 0
against and approved by the Mayor this 29th day of June, 1983.



Mayor

ATTEST:



Recorder

LEASE

The CITY OF LEBANON, an Oregon municipal corporation, (hereinafter called "City") and VALLEY LANDFILLS, INC. (hereinafter called "Valley") recite and agree as follows:

1. City and Valley agree that Valley shall lease from the City that certain real property described in attached Exhibit A. Said property is approximately two and one-half (2½) acres in size and is a portion of the property previously used as a solid waste disposal site. This lease shall be for the purpose of the establishment and maintenance of a solid waste transfer station on the property by Valley.

2. Valley agrees to design improvements to be placed on the site for the transfer station. The design of said improvements shall be subject to approval by the City, and the approved plan shall become a part of the Lease; any additional structural improvements placed upon the premises shall be processed through the normal regulatory process of the City. In the event that City and Valley are unable to agree on the said design, this lease agreement shall be considered to be of no effect.

3. The term of the lease shall be for a period of seven (7) years from the date of approval by the City of the design as indicated above, subject to the provisions in this agreement relating to fees.

4. The fee for the first year of the lease shall be the sum of \$3,500.00, to be paid by Valley to City in advance after approval by the City of the design of the transfer station as provided above. The fee for the remaining term of the lease shall be subject to negotiation between the City and Valley prior to the end of the first year of the lease. In the event the parties are unable to agree on a fee for the balance of the lease term, the lease shall be considered cancelled at the end of the first year and shall be of no further effect except as otherwise specified in this agreement.

5. Valley shall have an option to renew this lease at the end of the first seven (7) year lease period for two (2) additional terms of five (5) years each. Said renewal shall also be subject to negotiation between the parties as to the fee to be charged during the renewal period(s).

6. Valley agrees to install a security fence, and to properly maintain said fence around the entire site. The fence on the north side of the transfer station site shall be site ob-scuring. Said fence shall be six (6) feet in height and shall be subject to approval by the City.

7. All grass and vegetation on the site shall be properly maintained in accordance with existing or future ordinances of the City.

8. Valley agrees to plant site obscuring trees along that portion of the site facing the County highway.

9. Valley shall be responsible for keeping the site clean and free of trash, and also to be responsible for monitoring and keeping the highway ditches between the site and the Santiam River free of trash.

10. Valley agrees to hold the City harmless from, and to defend against, all liabilities to third parties arising out of any activity occurring on, or in connection with, said transfer station site. Additionally, Valley agrees to purchase and maintain liability insurance protecting the City, its officers, agents and employees, from liability to third parties in an amount not less than \$ _____, and to deliver a copy of said policy to the City not less than thirty (30) days after the effective date of this agreement.

11. Valley agrees to place a sign at the entrance to the transfer station, the design and construction of which shall be in compliance with existing ordinances of the City.

12. Contemporaneous with the execution of this lease, the parties have entered into an agreement whereby Valley has agreed to close the existing solid waste disposal site. Any failure by Valley to perform the terms and conditions of that agreement shall also constitute a default in the performance of this lease and the County franchise.

13. In case of any default by Valley, and further failure by Valley to correct any such default following thirty (30) days written notice from the City, the City shall have the right to immediately terminate this lease. Additionally, in the event of termination, Valley shall be liable for any costs incurred by the City caused by the default of Valley.

14. Said City property is served by a County road and is zoned light industrial.

Date: 7/15/83

Robert G. Lewis
Mayor

Date: 7/15/83

James D. Thompson
Recorder

Date: 7/15/83

By: William B. Webber Jr
Valley Landfills, Inc.