

LEASE AGREEMENT

THIS LEASE Agreement, made and entered into the 9th day of April, 1991, between the following parties:

Parties: (1) Paul C. Hart "Lessor"
 P.O. Box 1058
 Sherwood, Oregon

 (2) City of Newberg, "Lessee"
 a municipal corporation
 414 E. First St.
 Newberg, OR 97132

RECITALS

1. The Lessor is the owner of a certain real property located within the City of Newberg, County of Yamhill.
2. The Lessee wishes to lease the property from the Lessor for purposes of beautification of the property as a civic project.
3. Lessor is willing to lease the property to the Lessee for a consideration and for the good of the community provided that Lessor may be exempt from property tax during the period of the lease.

IN CONSIDERATION of the covenants, agreements and stipulations herein contained, the Parties enter into the following lease agreement:

1. Property. The Lessor leases to the Lessee and Lessee hereby leases from Lessor the following described real property:

See Exhibit "A"

2. Purpose. The Lessee shall use the property in order to improve the aesthetic value of the property by planting plants upon the property, landscaping the property, and doing other improvements to the property as part of a beautification project. No other use of the property shall be made without the prior written consent of the Lessor, which consent may be withheld or conditioned if Lessor reasonably determines that this is necessary; provided, in no event shall any use be made of the property which would involve the use of hazardous materials or hazardous substances on the property, or would otherwise violate or make possible the violation of any environmental laws.

3. Plans for improvement. The Lessee shall submit plans for the beautification project to be done on the property to the Lessor. The Lessee shall obtain the consent of the Lessor for improvements in the project according to the plan, however, Lessor's consent cannot be unreasonably withheld.

4. Term. The lease agreement shall be for a term of five years from April 9, 1991 until April 8, 1996.

5. Termination. The lease may be terminated by 90 days written notice to either party by the other party during the entire term of the lease. EXCEPT, HOWEVER, during the first two years of the lease (April 9, 1991 until April 8, 1993), the Lessor may terminate this Lease (a) in connection with the condemnation or sale in lieu of condemnation of all or any part of the property (b) as provided in section 6 below or (c) in the event the Lessee fails to perform any of its obligations contained in the Lease.

6. Consideration. The Lessor leases the property to the Lessee for the consideration of \$1.00 for the entire term, receipt of which is acknowledged by the Lessor. PROVIDED, HOWEVER, that the consideration for the rent of the leased property to the Lessee, a Municipal Corporation, which is tax exempt is that the Lessee meets all of the requirements of ORS 307.122 and shall qualify the property being leased. The Lease rate reflects the savings to the Lessor resulting from the exemption from taxation. If, at any time during the term of the Lease, after January 1, 1992, the property is not qualified for tax exempt status, this Lease Agreement may be terminated by the Lessor upon written notice to the Lessee. The Lessee shall prepare and file with the cooperation of the Lessor, the necessary application for property tax exemption. The Lessee shall further be responsible for filing a new claim whenever required to maintain exemption including in the event of extension of the current lease, modification of the existing lease or any other circumstances as set out in the Oregon Administrative Rules requiring a new claim to be filed with the County Assessor. Tax exemption shall be obtained as soon as possible and maintained as long as possible throughout the term of the Lease.

7. General Liability Insurance. The liability insurance to be maintained shall name the Lessor as an additional insured, and shall state that it is primary coverage and not contributory with any other insurance maintained by the Lessor. The Lessee shall further indemnify the Lessor for any claim, action or suit of any type arising out of the use of the property by Lessee, the breach of this Lease by Lessee, and/or arising on or about the property during the term of this Lease. The indemnity obligations of Lessee shall include all costs and expenses, including attorney fees incurred by or demanded from Lessor. Lessee separately agrees to be solely responsible, on a contractual basis, for all matters which would be covered by the foregoing indemnities.

8. Work on Premises. The Lessee shall defend and indemnify the Lessor against any claim by any party arising out of any construction, maintenance or any other activity conducted at the direction of the Lessee on said premises. In the event any lien is filed against the property as a result of the actions of Lessee or those claiming under Lessee, Lessee shall cause such lien to be removed within 30 days of its filing.

9. Maintenance. The Lessee shall be responsible for proper maintenance and upkeep of the property including all improvements.

10. Plans and fill. The Lessee shall be responsible for submitting the plans for landscaping and any necessary fill to address the topography of the land. The Lessee shall obtain the Lessor's approval concerning these plans and specifications. The Lessee shall be responsible to see that the activities are carried out in accordance with the plans and specifications. The Lessee may delegate this responsibility to a third party.

11. Return of Premises. At the termination of the lease, the Lessor shall own all improvements, structures, and plantings placed upon the premises.

12. Notices. Any notice required by the terms of this lease to be given by one party thereto to the other shall be sufficient if in writing, contained in a sealed envelope, deposited, with postage pre-paid, to the individual at the addresses above-referenced under Parties.

13. In the event of a condemnation or sale in lieu of condemnation, Lessee shall have no right to participate in such proceedings and no right to any portion of the award or sales proceeds.

14. While the Lessee may delegate its rights and obligations with respect to the beautification of the project, Lessee may not assign this Lease nor sublease all or any portion of the property, without the prior written consent of the Lessor, which consent may be withheld or conditioned in Lessor's sole discretion, this Lease being personal to the Lessee named herein.

15. Time is of the essence hereof.

16. In the event of litigation or arbitration between the parties hereto with respect to the subject matter of this Lease, the prevailing party shall be entitled to recover, in addition to all other sums and relief, its reasonable costs and attorney fees incurred both at and in preparation for arbitration, trial, and any appeal or review, such amounts to be set by the arbitrator(s) or court(s) before which the matter is heard.

17. The obligations of the Lessee hereunder shall survive the expiration or termination of this Lease or of the right of possession of Lessee hereunder.

18. Lessee has fully inspected the property and is leasing the same "AS IS" and based upon its own determination of the value of the property and the uses to which the same may be put. Lessee hereby waives and releases any claim against Lessor arising out of the condition of the property or any act or event which occurs during the term of this Lease with respect to the property.

IN WITNESS WHEREOF, THE RESPECTIVE PARTIES HAVE EXECUTED THIS INSTRUMENT IN DUPLICATE ON THIS THE DAY AND YEAR FIRST HEREINABOVE WRITTEN.

Lessor-Owner

Lessee
City Of Newberg



Paul C. Hart

By: Elvern Hall
Elvern Hall

By: Duane R. Cole
Duane R. Cole
City Manager

EXHIBIT A
LESSOR: PAUL HART/LESSEE: CITY OF NEWBERG

Part of the D.D. Deskens Donation Land Claim #5-4, in Township 3 South, Range 2 West of the Willamette Meridian in Yamhill County, Oregon, described as follows:

PARCEL I:

BEGINNING at the intersection of the North line of First Street and the East line of Center Street in the City of Newberg, in Yamhill County, Oregon; thence North along the East line of Center Street 115 feet; thence East 100 feet; then South and parallel with the East line of Center Street 115 feet to the North line of First Street; thence West along the North line of First Street 100 feet to the place of beginning.

PARCEL II:

BEGINNING at the intersection of the North line of First Street with the West line of River Street in the City of Newberg, in Yamhill County, Oregon, and running thence West on the North line of First Street 100 feet; thence North parallel with River Street 60 feet; thence East parallel with First Street 100 feet; thence South 60 feet to the beginning.

PARCEL III:

BEGINNING at the West line of River Street 115 feet South of the intersection of the South line of Hancock Street with the West of River Street in the City of Newberg; thence West parallel with the South line of Hancock Street 100 feet; thence South 55 feet; thence East parallel with the South line of Hancock Street 100 feet; thence North 55 feet to the place of beginning.

LEASE.

MAINTENANCE AGREEMENT

THIS Agreement, made and entered into this 15th day of May, 1991, by and between the following parties:

Parties: (1) Newberg Area Chamber "Chamber"
of Commerce
115 No. Washington
Newberg, OR 97132

(2) City of Newberg, "City"
A Municipal Corporation
414 E. First St.
Newberg, OR 97132

RECITALS

1. The City has entered into a contract with Paul Hart to lease certain real property located in the City of Newberg more fully described in the lease agreement between Paul Hart and the City dated April 9, 1991.

2. The purpose of the lease is to facilitate the beautification of the project as a civic project.

3. This project is being carried on for the benefit of the community by a group of citizens under the auspices of the Chamber.

4. This group in conjunction with the Chamber wishes to beautify the property in accordance with plans and specifications, also to fill the hole in the property as necessary and to maintain the property.

5. The City lease with Paul Hart puts the responsibility on the City for the maintenance and control of the property during the period of the lease.

In consideration of the covenants, agreements, and stipulations herein contained the parties enter into the

following agreement:

1. **LEASE OF PROPERTY.** The City shall lease the property for the project from Paul Hart. The lease agreement which contains the description of the real property is attached as Exhibit "A" to this agreement and by this reference incorporated.

2. **PLANS FOR IMPROVEMENT.** The Chamber shall submit plans for the beautification project to be done on the property to the City. The Chamber shall obtain the consent of the City for improvements in the project according to the plan, however, City's consent cannot be unreasonably withheld.

3. **TERM.** The term of this agreement shall be the term of the lease agreement marked as Exhibit "A".

4. **TERMINATION.** This agreement may be terminated by 90 days written notice to either party by the other party during the entire term of the lease.

5. **GENERAL LIABILITY INSURANCE.** The City shall maintain adequate insurance against any claims or damages arising out of the use of the premises. The City shall defend and indemnify the Chamber against any claim, action or suit for damages arising out of the use of the property. The City shall furnish to the Chamber upon request proof of such insurance.

6. **WORK ON PREMISES.** The City shall defend and indemnify the Chamber against any claim for any party arising out of any construction, maintenance or any other activity conducted at the direction of the Chamber on said premises provided, however, that the Chamber shall secure the consent of the City for any such activity on the premises.

7. **MAINTENANCE.** The Chamber shall be responsible for the proper maintenance and upkeep of the property including all improvements.

8. **PLANS AND FILL.** The Chamber shall be responsible for submitting the plans for landscaping and any necessary fill to address the topography of the land. The Chamber shall obtain the City's approval concerning these plans and specifications. The Chamber shall be responsible to

see that the activities are carried out in accordance with the plans and specifications.

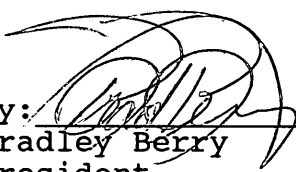
9. **RETURN OF PREMISES.** At the termination of this agreement, the Chamber shall have no claim of ownership to any improvement structures or planting placed on the premises.

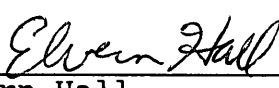
10. **NOTICES.** Any notice required by the term of this lease to be given by one party to the other party shall be sufficient if in writing and contained in a sealed envelop, deposited with postage pre-paid to the party and the address above-referenced under parties.

IN WITNESS WHEREOF THE RESPECTIVE PARTIES HAVE EXECUTED THIS INSTRUMENT IN DUPLICATE ON THIS DAY AND YEAR FIRST HEREINABOVE WRITTEN.

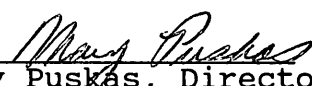
Newberg Area Chamber of Commerce

City of Newberg

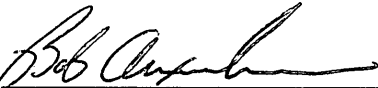
By: 
Bradley Berry
President

By: 
Elvern Hall

Mayor

By: 
Mary Puskas, Director

By: 
Duane R. Cole,
City Manager

By: 
Bob Alexander, Chairman of
Community Unity Park

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 Sherwood, Oregon

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(3)

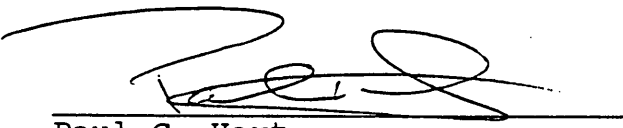
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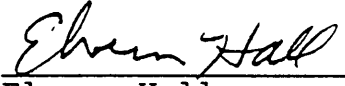
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Lessor-Owner

Lessee
City Of Newberg


Paul C. Hart

By: 
Elvern Hall

By: 
Duane R. Cole
City Manager

(4)

EXHIBIT A
LESSOR: PAUL HART/LESSEE: CITY OF NEWBERG

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LEASE.

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Unity Park
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