

RESOLUTION NO. 534

A RESOLUTION ADOPTING AN AGREEMENT TO LEASE TAX LOT 308, TOWNSHIP 3 SOUTH, RANGE 1 WEST, WILLAMETTE MERIDIAN, CLACKAMAS COUNTY, TO CHARBONNEAU HOMEOWNERS ASSOCIATION.

WHEREAS, the city staff has prepared a report on the above captioned subject which is attached hereto as Exhibit "A"; and

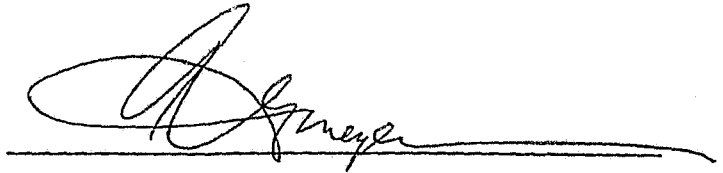
WHEREAS, the City Council has duly considered the subject and the recommendation(s) contained in the staff report; and

WHEREAS, interested parties, if any, have had an opportunity to be heard on the subject.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Wilsonville does hereby adopt the staff report attached hereto as Exhibit "A", with the recommendation(s) contained therein and further instructs that action appropriate to the recommendation(s) be taken.

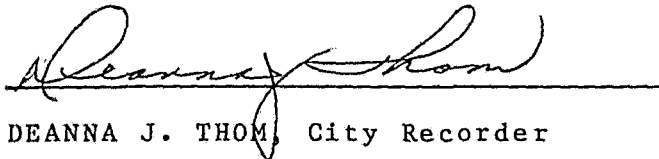
ADOPTED by the City Council of the City of Wilsonville at a regular meeting thereof this 6th day of January,

1986, and filed with the Wilsonville City Recorder this same date.

A handwritten signature in cursive script, appearing to read "A. G. Meyer", written over a horizontal line.

A. G. MEYER, Mayor

ATTEST:

A handwritten signature in cursive script, appearing to read "Deanna J. Thom", written over a horizontal line.

DEANNA J. THOM, City Recorder

EXHIBIT "A"

Beginning at the Southwest corner of Section 23; thence West along the South line of Section 23 1135 feet more or less to a point on the East right-of-way line of Interstate 5; thence North 0 degrees 12' 32" west along the East right-of-way line of Interstate 5 455 feet more or less to a point that is the true point of beginning; thence North 0 degrees 12' 32" West 170.00 feet to a point; thence South 0 degrees 12' 32" East 170.00 feet to a point; thence South 89 degrees 47' 29" West 58.00 feet to the true point of beginning.

LEASE AGREEMENT

THIS AGREEMENT, made and entered into this _____ day of _____, 198__, by and between the City of Wilsonville, Clackamas County, State of Oregon, hereinafter referred to as the LESSOR, and Charbonneau Homeowners Association, a non-profit corporation, hereinafter referred to as the LESSEE.

The purpose of this agreement is to allow the LESSEE to construct a maintenance facility on Tax Lot 308, Township 3 South, Range 1 West, Willamette Meridian, Clackamas County, hereinafter referred to as THE PROPERTY, in return for the following:

LESSEE shall:

- 1) Pay fifty dollars (\$50) per month to lease THE PROPERTY, due and payable on or before the first of each month.
- 2) Submit construction plans for all necessary approvals and permits as required by the city. LESSEE shall be responsible to pay all costs for permits and fees.
- 3) Pay all taxes within thirty (30) days of notice by the LESSOR, that taxes are due and payable. Failure to make said tax payment could result in termination of lease agreement.
- 4) Provide all necessary insurance coverage for liability and damage for the property and structures. LESSEE shall provide a copy of the insurance coverage to the LESSOR. Failure to provide proof of insurance coverage can result in termination of lease agreement.
- 5) Indemnify and hold the LESSOR, its representatives, officers, agents and employees, harmless against bodily injury or damage suffered by LESSEE or LESSOR in the performance of LESSOR'S duty under the terms of this agreement, unless it is due to LESSOR'S negligence.

6) Pay all costs and perform all tasks in regards to maintaining grounds and structure(s) built on the property. The property shall be maintained by the method and condition acceptable by the LESSOR. The LESSOR shall notify the LESSEE of the unacceptability of maintenance of the facility. If acceptable maintenance of the facility is not performed within ten (10) days by the LESSEE, LESSOR shall perform maintenance and bill LESSEE for work done. Payment for work done shall be made within thirty (30) days of notice of amount due.

7) Pay all costs for power, water, sewer, street lighting, telephone, gas and cable TV, or other such costs which may be required to be paid by LESSEE.

TERMS AND TERMINATION

1) The term of this agreement shall be five (5) years from the date of mutual signature of this agreement and renewable by agreement of both parties.

2) Upon termination of the five (5) year term of this agreement, this agreement may be renewed only by written renewal and consent of both the LESSOR and LESSEE.

3) The LESSOR and LESSEE mutually agree that this agreement may only be altered or amended by duly executed written instrument.

4) In the event litigation is instituted to enforce any of the provisions or terms of this contract, the parties agree that the prevailing party in this litigation shall be entitled to recover from the other party such sums as the court may judge reasonable as attorney fees in such suit or action, and if an appeal is taken from any judgement or decree, the parties further agree that the prevailing party shall be entitled to such sums as the appellate court shall adjudge reasonable as the prevailing party's attorney fees in such appeal.

IN WITNESS WHEREOF, the parties have signed this agreement as of the date set out above.

LESSEE

TITLE

DULY AUTHORIZED REPRESENTATIVE
OF

STATE OF OREGON)
)ss
CLACKAMAS COUNTY)

_____, 198__

Personally appeared the above name _____
a duly authorized representative of _____
_____ and acknowledged the foregoing instrument
to be their voluntary act and deed.

NOTARY PUBLIC OF OREGON

My commission expires: _____

LESSOR

TITLE

DULY AUTHORIZED REPRESENTATIVE
OF

ATTEST:

DEANNA J. THOM, City Recorder