



RESOLUTION NO. 1069

**A RESOLUTION AUTHORIZING A MODIFICATION TO THE LEASE FOR PROPERTY AT
2800 KINDLE WAY SE FOR USE AS A TEEN CENTER**

WHEREAS, the City owns property at 2800 Kindle Way SE that has been leased by New Growth Ministries for operation of a Teen Center since 2018; and

WHEREAS, Council authorized the lease via Resolution 1068; and

WHEREAS, it was determined that a modification to Section 8.2 was needed to reflect the intended understanding of both parties; and

NOW, THEREFORE, BE IT RESOLVED THAT:

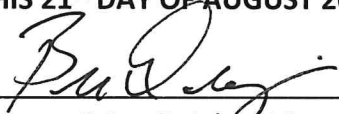
SECTION 1. the City Manager is authorized to sign the lease included as Exhibit 1 to this resolution.

This Resolution shall become effective upon its adoption by the Stayton City Council.

ADOPTED BY THE STAYTON CITY COUNCIL THIS 21st DAY OF AUGUST 2023.

Signed: 8/21, 2023

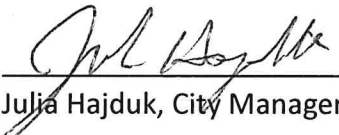
By:



Mayor Brian Quigley, Mayor

Signed: 8-27, 2023

Attest:



Julia Hajduk, City Manager

**CITY LEASE OF REAL PROPERTY
TEEN CENTER AT MILL CREEK PARK**

BETWEEN: City of Stayton, an Oregon municipal corporation (“Landlord”),
AND: New Growth Ministries, an Oregon non-profit corporation (“Tenant”).
DATED: Effective August 1, 2023

RECITALS

A. Landlord owns real property located at 2800 Kindle Way SE, Stayton, Oregon, also known as tax lot 09-1W-04D-000200, consisting of approximately 23.05 acres (“the Property”).

B. Landlord desires to lease to Tenant and Tenant desires to lease from Landlord a portion of the Property consisting of approximately 19,900 square feet that includes a 1996 Skyline triple-wide manufactured structure consisting of approximately 2,071 square feet, and associated improvements, (“Leased Premises”) as also shown on the attached map marked Exhibit A, pursuant to the terms of this Lease.

AGREEMENT

Now, therefore, in consideration of the foregoing Recitals, which by this reference are incorporated herein as if set forth in full, and of the mutual covenants, conditions, and obligations on the part of each party to be kept and performed, it is hereby agreed as follows:

1. Term; Possession.

1.1 Term. The lease term shall commence on the effective date and continue until twenty-four (24) months thereafter. This Lease will automatically be renewed for 6-month terms. Parties expect to enter into a subsequent lease agreement upon the termination of this Lease in anticipation of the leased structure being moved to a new location on the Property.

1.2 Early Termination of Term. Upon not less than 90-days prior written notice from Landlord or tenant, either party may terminate the Lease and Tenant’s use of the Leased Premises. In the case of early termination, all obligations upon Tenant that arise from expiration of the Lease term will apply as of the date set for termination in Landlord’s written notice.

1.3 Acceptance of Leased Premises. Tenant accepts the Leased Premises “AS IS,” except as specifically provided elsewhere in this Lease. In particular, without limiting the generality of the preceding, Tenant acknowledges that the Leased Premises is an aging manufactured dwelling. Landlord shall not be required to perform any work on the Leased Premises prior to acceptance by Tenant.

2. Rental.

2.1 Rent. Tenant shall pay the following base rent to Landlord during the term of this Lease: Monthly rent of \$1.00 payable in advance of the month for which such rent is due. Tenant may chose to pay for the entire year at one time, in which case, payment is due within 30 days of signing the lease and beginning on January 1 of each year thereafter.

2.2 Time and Place of Payment. Base Rent will be paid in advance on the first day of each month at the address for Landlord set forth in this Lease.

2.3 Additional Rent. All utilities, insurance and other payments which Tenant is required to make pursuant to this Lease shall be additional rent.

3. Use and Condition of Leased Premises.

3.1 Permitted Use. Tenant shall have the right to use the Leased Premises for the use and operation of Tenant's teen center, and for no other purpose without Landlord's prior written consent.

3.1.1 Minimum hours of operation. The intent of the lease of the facility on public property is for the operation of a Teen Center, therefore it is expected that there will be a minimum number of hours per week that the facility is open and available for that purpose. It is expected that the tenant's teen center operations will include approximately 35 hours per month during the school year during which the teen center is open and able to serve the community's youth population. Tenant will be required to provide an annual report regarding the number of hours the facility was open and available for use as a teen center during the prior year. If it is reported that the facility was not open or was open and available for significantly fewer hours than anticipated, lease (City) has the authority to renegotiate the contract.

3.1.2 Other uses. With the understanding that the Leased Premises is to be used by Tenant primarily as a teen center, Tenant may make other uses of the Leased Premises during times when the Leased Property is not otherwise being used as a teen center (e.g., during school hours). Tenant's other uses allowed here are subject to the following conditions: 1) Tenant will not earn revenue from such uses; 2) such uses will not discriminate against any person or class of persons by reason of race, color, national origin, sex, ancestry, or on any other grounds prohibited by law; and 3) such uses must not displace use of the Leased Premises as a teen center.

3.2 Compliance with Laws. In connection with its use, Tenant shall comply, at its sole expense, with all applicable federal, state, and local laws, regulations, and requirements of any public authority, including those regarding maintenance, operation, and use of, as well as construction on, the Property, except that Tenant may withhold compliance in connection with a good faith dispute so long as Landlord's property interest is not jeopardized. Landlord believes that the Property is free from all hazardous substances; however, Tenant shall satisfy itself as to the condition of the Property prior to commencement of this Lease. Landlord shall provide Tenant, upon Tenant's request, copies of all documents in Landlord's possession which address the condition of the Property. Tenant shall be deemed to have

leased the Leased Premises on a strictly "AS IS" basis concerning all conditions of the Property and all defects, if any.

3.2.1 Tenant shall not permit to be maintained on the Property or on the exterior of any tenant improvements on the Property any billboards or advertising signs unless the size, construction, location, content, color and general appearance of the same have been first approved by Landlord in writing.

3.2.2 In connection with its use of the Property, Tenant shall abide by all laws and regulations regarding the parking of vehicles on public property.

3.2.3 Landlord reserves the right to adopt reasonable rules and regulations governing the Leased Premises and the facilities and improvements on Property. Tenant agrees to observe, obey, and abide by all such rules and regulations hereafter adopted or amended. Any action or failure to act by Tenant or by and employee, invitee or agent of Tenant which is in violation of such rules and regulations shall be deemed a violation of, and default under, this Lease.

3.3 Hazardous Substances. Tenant shall comply fully with all laws pertaining to the protection of human health and the environment, all laws regarding the use, generation, storage, transportation, treatment, disposal, or other handling of hazardous substances. Tenant shall promptly advise Landlord in writing of any hazardous substances regulated by such laws that are used, generated, manufactured, stored, transported, or otherwise handled on the Property. Tenant shall exercise extreme care in handling any hazardous substances and shall not cause or permit hazardous substances to be spilled, leaked, disposed of, or otherwise released on the Property. The term "hazardous substances" is used in its very broadest sense and refers to materials which, because of their quantity, concentration, or physical, chemical, or infectious characteristics, may cause or pose a present or potential hazard to human health or the environment when improperly handled, treated, stored, transported, disposed of or otherwise managed. The term shall include, but is not limited to, all hazardous substances, hazardous materials and hazardous wastes listed by the U.S. Environmental Protection Agency and the state in which the Property is located under the Comprehensive Environmental Response, Compensation and Liability Act (CERCLA), the Resource Conservation and Recovery Act (RCRA), the Toxic Substances Control Act (TCSA), and comparable state statutes.

4. Construction and Improvements. Except as authorized under Section 5 of this Lease, no site improvements or construction on Property or to Leased Premises shall be commenced without first obtaining Landlord's written approval.

5. Maintenance and Alternations. Tenant, at its sole expense, shall be responsible for any improvements or revisions to the interior related to operations of the Teen Center as well as landscaping around the perimeter of the structure. Landlord shall be responsible for maintenance of the exterior of the structure including roof, windows, and walls, as well as maintaining the existing grass and trees on the property. If improvements are desired by Tenant to parking areas, sidewalks or additional landscaping or exterior structures beyond what exists at the time the lease is signed, said improvements must be agreed upon by both parties and costs or cost sharing determined via separate written agreement or addendum to this agreement.

6. Taxes and Utilities.

6.1 Personal Property Taxes. Tenant shall pay when due all personal property taxes assessed against its personal property, equipment or trade fixtures on the Leased Premises.

6.2 Taxes and Assessments. Tenant shall apply for any exemptions from property tax for its use of the Leased Premises. The rent for this Leased Premises is below market rent to reflect property tax exemptions, if any. Nonetheless, Tenant shall be required to pay any and all property taxes which may be owed for its use of Leased Premises, for failure to apply for an exemption, or for any denial of any exemption. Tenant shall reimburse Landlord for all real property taxes and special assessments levied against the Leased Premises in the event they are paid by Landlord rather than becoming liens against the Leased Premises, within thirty (30) days of receiving a billing statement from Landlord for such charges.

6.3 Payment of Utilities Charges. Tenant shall pay when due all charges for services and utilities incurred in connections with the use, occupancy, operation, and maintenance of the Leased Premises, including (but not limited to) charges for fuel, water, gas, electricity, sewage disposal, power, refrigeration, air conditioning, telephone, landscaping, garbage, and janitorial services. If the charges are not separately metered or stated, Landlord shall apportion the charges on an equitable basis, and Tenant shall pay its apportioned share upon demand.

7. Liability to Third Persons.

7.1 Liens. If caused by Tenant, Tenant shall pay as due all claims for work done on or for services rendered or material furnished to the Property, and shall keep the Property free of any liens other than liens created by Landlord, except that Tenant may withhold payment of any claim in connection with a good faith dispute over the obligation to pay, so long as Landlord's property interest is not jeopardized. If Tenant fails to pay such claim or to discharge any lien, Landlord may do so and collect such amount as additional rent. Amounts paid by Landlord hereunder shall bear interest and be repaid by Tenant as provided in Section 13.3, below. Such payment by Landlord shall not constitute a waiver of any right or remedy Landlord may have because of Tenant's default.

7.2 Contest by Tenant. If Tenant withholds payment of a claim and a lien is filed as a result of nonpayment, Tenant shall (within 10 days after knowledge of the filing) secure the discharge of the lien or deposit with Landlord cash or sufficient corporate surety bond or other security satisfactory to Landlord in an amount sufficient to discharge the lien plus any costs, attorney fees and other charges that could accrue as a result of a foreclosure or sale under the lien.

7.3 Indemnification of Landlord. Tenant shall indemnify and hold Landlord and Landlord's agents, successors and assigns harmless against any and all claims, demands, losses, liabilities, costs and expenses (including, without limitation, attorney fees at trial and on any appeal or petition for review) arising after the commencement of this Lease and affecting Tenant's use of the Leased Premises, including, but not limited to, any such claims,

demands, losses, liabilities, cost and expenses (a) arising after the commencement of this Lease and out of or relating to any investigatory or remedial action involving the Property and the operations conducted on the Property and required by environmental laws or by orders of any governmental authority having jurisdiction under any environmental laws, or (b) on account of injury to any person or damage to any property arising out of common connection with or in any way relating to the violation of any environmental laws, the use, treatment, storage, generation, manufacture, transport, release, spill, disposal or other handling of hazardous materials on the Property or in connection with operations, or the contamination of any of the Property by hazardous materials by any means whatsoever. In the event Tenant or any subtenant, employee, invitee, or agent of Tenant either acts or fails to act in a manner that results in a penalty or fine imposed upon the Tenant or the Landlord, Tenant agrees to promptly pay such fine or penalty and to promptly undertake any corrective action required by the authority imposing the fine or penalty and agrees to hold Tenant harmless from all costs, expenses, and fees (including attorney fees) incurred in connection therewith. The provisions of this Section shall neither apply to any contamination which Tenant can demonstrate existed at the time that Tenant took possession of the Leased Premises nor to any claims, demands, losses, liabilities, costs, and expenses (including, without limitation, attorney fees at trial and on any appeal or petition for review) arising out of or as a result of Landlord's sole negligence. The provisions of this Section shall survive the expiration or earlier termination of this Lease.

7.4 Landlord's Liability. Landlord shall have no liability to Tenant for acts of any third party, or for any defect in the Leased Premises which is the responsibility of the Tenant under this Lease, or for any interruption or failure in the supply of utilities or services to the Property except in the event that such interruption or failure to supply utilities or service to the Property is the result of Landlord's gross negligence.

8. Insurance.

8.1 Liability Insurance. Tenant shall continuously maintain at its expense throughout the term of this Lease, and any renewal period, public liability and property damage insurance with the combined single limit of not less than One Million Dollars (\$1,000,000) and combined aggregate limit of not less than Three Million Dollars (\$3,000,000). Such insurance shall provide coverage for bodily injury, death, or property damage in connection with Tenant's use or occupancy of the Leased Premises or the exercise or enjoyment of rights or privileges granted by this Lease. Such insurance shall name Landlord as an additional insured and shall contain a contractual liability endorsement referring to this Lease. Certificates evidencing such insurance and bearing endorsements requiring thirty (30) days' written notice to Landlord prior to any change or cancellation shall be furnished to Landlord prior to Tenant's occupancy of the Leased Premises.

8.2 Property Insurance. During the term of this Lease, Landlord will at its expense, carry and maintain property insurance covering the Leased Premises in an amount within the discretion of Landlord.

8.3 Personal Property Insurance. Tenant shall at its expense insure its personal property, equipment and trade fixtures located on the Leased Premises.

8.4 Waiver of Subrogation. Neither party shall be liable to the other (or to the other's successors or assigns) for any loss or damage caused by fire or any of the risks enumerated in a Standard Fire Insurance policy with an extended coverage endorsement, and in the event of insured loss, neither party's insurance company shall have a subrogated claim against the other. This waiver shall be valid only if the insurance policy in question expressly permits waiver of subrogation or if the insurance company agrees in writing that such a waiver will not affect coverage under the policies. Each party agrees to use its best efforts to obtain such an agreement from its insurer if the policy does not expressly permit a waiver of subrogation.

8.5 Proof of Insurance. Tenant shall provide proof of insurance to Landlord in the form of certificates evidencing the required coverage and stating that Landlord will be given thirty (30) days' notice prior to any cancellation or material change of coverage. Landlord reserves the right to review the actual policy and to reasonably approve the form of coverage and the insuring companies.

9. Casualty Damage.

9.1 Repair of Damage to Property. If fire or other casualty causes damage to any improvements on the Property, Landlord in Landlord's sole discretion shall decide whether insurance proceeds covering such property shall be used for the repair or replacement of such property. Landlord shall not have any obligation to repair or replace any such property.

9.2 Repair of Tenant's Property. Repair, replacement or restoration of any fixtures, equipment and personal property owned by Tenant and tenant improvements shall be the responsibility of Tenant. Tenant shall pay all costs of moving its property when required in connection with the repairs of the Property which Landlord elects to repair.

10. Condemnation. If the entire Property is condemned, or if a portion is taken which causes the remainder to be unsuited to the use permitted hereunder, then this Lease shall terminate as of the date upon which possession of the Property is taken by the condemning authority. Otherwise, Landlord shall proceed to make necessary repairs and alterations to the Property to permit Tenant to continue its operations thereon. Rent shall be abated during the period of restoration and shall be reduced for the remainder of the Lease Term to the extent and in the same proportion as the reduction in the reasonable rental value of the Property for Tenant's use caused by the condemnation. All condemnation proceeds shall belong to Landlord and Tenant in proportion to the value of their respective interest in the Property at the time, taking into consideration Tenant's option rights.

11. Transfers by Tenant.

11.1 Prohibition of Transfer. Tenant shall not assign, mortgage, pledge, hypothecate or encumber the Property or Tenant's leasehold estate, or sublet any portion of the Leased Premises or license the use of any portion of the Property, or allow use of the Property by a third party for any purpose or otherwise transfer any interest in the Property (whether voluntary, involuntary, by operation of law or otherwise), without the prior written consent of Landlord. Landlord may base its consent decision upon the financial stability and reputation as well as the employment opportunities presented by a potential transfer of Tenant's interest. Landlord may request all documents relating to such consent criteria as

Landlord deems reasonable and may withhold its consent to a transfer of Tenant's interest if such documents are not provided to Landlord within a reasonable time or if Landlord determines that such transfer would be financially disadvantageous to Landlord or disadvantageous from an employment standpoint to Landlord or the community. This prohibition applies to successor companies or entities of Tenant. The cost of all analysis of the records and economic viability of a consent to transfer shall be paid by the Tenant.

11.2 Obligations after Transfer. The giving of such consent in one instance shall not preclude the need for Tenant to obtain Landlord's consent to further transfers. If Tenant is permitted to make any transfer, Tenant and any guarantor(s) of this Lease shall not be relieved of their respective obligations, but shall remain primarily liable to Landlord for performance of all such obligations.

12. Default. The following shall be events of default:

12.1 Payment of Default. Tenant fails to make any rent or other payment under this Lease within ten (10) days after written notice that it is due.

12.2 Unauthorized Transfer. Tenant makes any transfer without Landlord's prior written consent, as required under Section 11.1.

12.3 Default in Other Covenants. Tenant fails to comply with any other term or condition or fulfill any other obligation of this Lease within twenty (20) days after written notice by Landlord specifying the nature of the default with reasonable particularity. If the default is of such a nature that it cannot be remedied fully within the twenty (20)-day period, this requirement shall be satisfied if Tenant begins correction of the default within the twenty (20)-day period and thereafter proceeds with reasonable diligence and in good faith to affect the remedy as soon as practicable.

12.4 Insolvency. Insolvency of Tenant; an assignment of Tenant for the benefit of creditors; the filing by Tenant of a voluntary petition in bankruptcy; an adjudication that Tenant is bankrupt or the appointment of a receiver of the properties of Tenant; the filing of any involuntary petition of bankruptcy and failure of Tenant to secure a dismissal of the petition within thirty (30) days after filing; attachment of or the levying of execution on the leasehold interest and failure of Tenant to secure discharge of the attachment or release of the levy of execution within ten (10) days shall constitute a default.

13. Remedies on Default. Upon default, Landlord may exercise any one or more of the following remedies, or any other remedy available under applicable law and all such remedies shall be cumulative.

13.1 Retake Possession. Landlord may re-enter and retake possession of the Leased Premises, without notice, either by summary proceedings, any other applicable action or proceeding, or otherwise. Landlord may use the Leased Premises for Landlord's own purposes or relet it upon any reasonable terms without prejudice to any other remedies that Landlord may have by reason of Tenant's default.

13.2 Damages for Default. Whether or not Landlord retakes possession or relets the Leased Premises, Landlord may recover all damages caused by the default (including but

not limited to improvement costs incurred due to Tenant damages, unpaid rent, attorney fees relating to the default and costs of reletting). Landlord may sue periodically to recover damages as they accrue during the remainder of the Lease Term without barring a later action for further damages.

13.3 Cure of Tenant's Default. Without prejudice to any other remedy for default, Landlord may perform any obligation or make any payment required to cure a default by Tenant. The cost of performance, including attorney fees and all disbursements, shall immediately be repaid by Tenant upon demand, together with interest from the date of expenditure until fully paid at the rate of nine percent (9%) per annum, but not in any event at a rate greater than the maximum rate of interest permitted by law.

14. Surrender of Property.

14.1 Condition of Property. Upon expiration of the Lease Term or earlier termination, Tenant shall deliver to Landlord the Leased Premises in a first-class condition, fair wear and tear accepted. Alterations constructed by Tenant with permission from Landlord shall not be removed or restored to the original condition unless the terms of permission for the alterations so require.

If Tenant fails to remove the improvements that Landlord has authorized Tenant to remove within thirty (30) days following termination of the Lease for any reason, title to all such improvements shall vest in Landlord.

14.2 Fixtures. Tenant shall remove all its furnishings, furniture and trade fixtures that remain the property of Tenant and restore all damage caused by such removal. If Tenant fails to do so, this shall be an abandonment of the property and Landlord may retain the property and all rights of Tenant with respect to it shall cease or, by notice in writing given to Tenant within twenty (20) days after removal was required, Landlord may elect to hold Tenant to its obligation of removal. If Landlord elects to require Tenant to remove, Landlord may affect a removal and place the property in public storage for Tenant's account. Tenant shall be liable to Landlord for the cost of removal, restoration, transportation to storage, and storage, with interest on all such expenses as provided in Section 13.3.

14.3 Holdover. If Tenant does not vacate the Leased Premises at the time required, Landlord shall have the option to treat Tenant as a tenant from month to month, subject to all the provisions of this Lease, or to eject Tenant from the Leased Premises and recover damages caused by wrongful holdover. Failure of Tenant to remove furniture, furnishings, or trade fixtures which Tenant is required to remove under this Lease shall constitute a failure to vacate to which this Section shall apply if the property not removed substantially interferes with occupancy of the Leased Premises by another tenant or with occupancy by landlord for any purpose including preparation for a new tenant. If a month-to-month tenancy results from a holdover by Tenant, the tenancy shall be terminable at the end of any monthly rental period on written notice from Landlord given not less than ten (10) days prior to the termination date which shall be specified in the notice. Tenant waives any notice which would otherwise be provided by law with respect to month-to-month tenancy.

15. Abandonment. If Tenant abandons the Leased Premises, Landlord may treat such abandonment as a default under this Lease and Landlord may exercise any rights it may

have as in the case of a default for which Tenant is not entitled to notice. Tenant shall be deemed to have abandoned the Leased Premises if it fails to occupy the same for a period of one (1) month; however, Landlord may consider Tenant to have abandoned the Leased Premises by other acts, words, or conduct.

16. Quiet Enjoyment.

16.1 Tenant Possession. So long as Tenant complies with all terms of this Lease, Tenant shall be entitled to peaceable and undisturbed possession of the Leased Premises free from any interference by Landlord or those claiming through Landlord.

16.2 Inconvenience Related to Planning and Development of Property. Tenant recognizes that from time to time during the term of this Lease it will be necessary for Landlord to initiate planning, construction, reconstruction, expansion, relocation, maintenance, and repair of Property, which may inconvenience or temporarily interrupt Tenant's operations at the Leased Premises. In particular, Tenant acknowledges that Landlord will be undertaking a planning effort to determine the long-term use of the Property as park property within the Stayton parks system. Tenant agrees that Landlord may use Property for any lawful purpose, provided that notice is provided 3 business days in advance. Landlord agrees to make reasonable accommodations if teen center activities would be significantly altered due to access requirements. Tenant agrees that no liability shall attach to Landlord, its officers, agents, employees, contractors, and representatives by reason of such use, inconveniences, or interruptions and, for and in further consideration of this Lease, Tenant waives any right to claim damages or other consideration therefore.

17. Arbitration.

17.1 Dispute to be Arbitrated. If any dispute arises between the parties, either party may request arbitration and appoint an arbitrator agreeable to both parties. If the choice of an arbitrator is not made within ten (10) business days seeking arbitration, then either party may apply to the presiding judge of the Marion County Circuit Court for the appointment of the required arbitrator.

17.2 Procedure for Arbitration. The arbitrator shall proceed according to the Oregon Uniform Arbitration Act, ORS 36.600 et seq., and the award of the arbitrator shall be binding upon both parties.

18. General Provisions.

18.1 Time of Essence. Time is of the essence in the performance of each of Tenant's obligations under this Lease.

18.2 Nonwaiver. Waiver of performance of any provision of this Lease shall not be a waiver of nor prejudice the party's rights otherwise to require performance of the same provision or any other provision.

18.3 Succession. Subject to the limitations on transfer of Tenant's interest, this Lease shall bind and inure to the benefit of the parties, their respective heirs, successors and assigns.

18.4 Notices. Any notice required or permitted under this Lease shall be given when actually delivered or when deposited with postage prepaid in the United States mail as registered or certified mail, addressed as follows:

To Landlord: City of Stayton
 Attn: City Manager
 362 N 3rd Ave
 Stayton, OR 97383

To Tenant: New Growth Ministries
 2800 Kindle Wy
 Stayton, OR 97383

or to such other address as may be specified from time to time by either of the parties in writing.

18.5 Clearing Matters of Record. Neither this Lease nor a memorandum of this Lease shall be recorded. In the event this Lease or Tenant's interest in this Lease or in the Property becomes a matter of record by any means, directly or indirectly, then at any time after termination of this Lease or termination of Tenant's interest in this Lease, upon request by Landlord, Tenant shall execute such documents, in recordable form, as Landlord may reasonably require evidencing the termination of Tenant's interest. This obligation shall survive expiration or earlier termination of this Lease and expiration or earlier termination of Tenant's interest in this Lease. If Landlord initiates a quiet title action or other proceeding to eliminate Tenant's interest from the record, the attorney fee provision in Section 18.6 shall apply to such action or proceeding.

18.6 Attorney Fees. In the event any arbitration, suit, action, or other proceeding is instituted to interpret or enforce the terms of this Lease or to rescind this Lease, the prevailing party shall be entitled to recover from the other party and the other party agrees to pay to the prevailing party, such sum as the arbitrator or judge may adjudge reasonable as attorney fees at such proceeding and at any appeal thereof in addition to all other sums provided by law.

18.7 Inspection. Landlord shall have the right to enter upon the Leased Premises for inspecting Tenant's compliance with this Lease or to perform needed repairs. Entry shall be at reasonable times following notice to Tenant except in case of emergency.

18.8 Entire Agreement. This Lease contains the entire agreement between the parties concerning the Property and supersedes all prior agreements, oral and written. This Lease may be modified only in writing, signed by the parties.

19. Waiver. No waiver of any right arising out of a breach of any covenant, term or condition of this Lease shall be a waiver of any right arising out of any other or subsequent breach of the same or any other covenant, term or condition or a waiver of the covenant, term, or condition itself.

20. Counsel. Each of the parties acknowledges that they have had the opportunity to be represented by counsel in connection with the preparation, review, and execution of this Lease. The rule of construction that a written agreement is construed against the party preparing or drafting the agreement shall specifically not be applicable to the interpretation of this Lease.

IN WITNESS WHEREOF, the parties have executed this Lease as of the date first above written.

LANDLORD

TENANT

City of Stayton

New Growth Ministries

By: Julia Hajduk
Title: City Manager
Date: _____

By: Katrina Casas
Title: Director
Date: _____