

LV 15-10/24



CITY OF STAYTON
APPLICATION FOR CONDITIONAL USE

PROPERTY OWNER: Randy Cranston
Address: 372 SE Church St.
City/State/Zip: Salem, OR 97385
Phone: (503) 991-0484 Email: _____

APPLICANT: Dale Auto
Address: 42039 Mount Pleasant Dr.
City/State/Zip: Scio OR 97374
Phone: (541) 513-0852 Email: sale@daleauto@gmail.com

APPLICANT'S REPRESENTATIVE: _____
Address: _____
City/State/Zip: _____
Phone: () _____ - _____ Email: _____

CONSULTANTS: Please list below planning and engineering consultants.

PLANNING	ENGINEERING
Name: _____	Name: _____
Address: _____	Address: _____
City/State/Zip: _____	City/State/Zip: _____
Phone: () _____ - _____	Phone: () _____ - _____
Email: _____	Email: _____

Select one of the above as the principal contact to whom correspondence from the Planning Department should be addressed:

☐ owner ☒ applicant ☐ applicant's representative ☐ planning consultant ☐ engineer

LOCATION:

Street Address: 333 N. 1st Ave. Stayton, OR 97383
Assessor's Tax Lot Number and Tax Map Number: _____
Closest Intersecting Streets: _____

ZONING MAP DESIGNATION: _____

PROPOSED USE: Small auto dealership and detail shop

SIGNATURE OF APPLICANT: [Signature]

DO NOT WRITE BELOW THIS LINE

Application received by: _____ Date: _____ Fee Paid: \$ _____ Receipt No. _____
Land Use File# _____

APPLICATION CHECKLIST FOR CONDITIONAL USE REVIEW

This checklist has been prepared to assist applicants in submitting an application that includes all the submission requirements in Section 17.12.190. Please note that this checklist may paraphrase the requirements from the Code. It is the applicant's responsibility to read and understand the requirements of the Code. Review of an application will not begin until a complete application has been submitted. If you have questions, contact the Community and Economic Development Department.

- ☐ Property Owner Authorization: If the applicant is not the owner of the property, the application must include written indication of the applicant's right to file the application. This may be a purchase and sale agreement, an option or other document that gives the applicant some legal interest in the property.
- ☐ A site plan at a scale of 1 inch equals not more than 50 feet with a north point, graphic scale, tax map number and tax lot number included.
- ☐ The site plan shall show the property for which the conditional use is requested, surrounding properties, neighboring streets and roads, existing uses of the property, and proposed development and improvements of the property.
- ☐ Vicinity Map: The vicinity map may be drawn on the same map as the site plan. All properties, streets, and natural features within 300 feet of the perimeter of the parcel shall be shown on the vicinity map.
- ☐ The boundary lines of the parcel and area of the property in acres or square feet.
- ☐ A narrative statement fully explaining the proposed use and fully addressing the criteria for approval of a conditional use.
- ☐ A Transportation Assessment Letter or a Transportation Impact Analysis. A Transportation Impact Analysis is required if:
 - 1) The development generates 25 or more peak-hour trips or 250 or more daily trips.
 - 2) An access spacing exception is required for the site access driveway(s) and the development generates 10 or more peak-hour trips or 100 or more daily trips.
 - 3) The development is expected to impact intersections that are currently operating at the upper limits of the acceptable range of level of service during the peak operating hour.
 - 4) The development is expected to significantly impact adjacent roadways and intersections that have previously been identified as high crash locations or areas that contain a high concentration of pedestrians or bicyclists such as a school.

The Transportation Impact Analysis shall be based on the standards and requirements in Section 17.26.050. If a Transportation Impact Analysis is not required, a Transportation Assessment Letter shall be submitted that meets the requirements of 17.26.050.2.

Submittal of all materials in an electronic format is required.

BURDEN OF PROOF

This is a quasi-judicial application in which the applicant has the burden of proof. According to law, the applicant must present to the decision maker facts, evidence, analysis, and justification for each and every decisional criteria in order to carry out that burden of proof. It is important to remember that there is no assumption that the applicant is entitled to this approval. The burden of proof lies with the applicant to prove how the proposal complies with the land use ordinances, not with the City of Stayton.

Stayton Municipal Code Title 17, Land Use and Development, is available online at: www.staytonoregon.gov. Click on the Document Center tab and select Municipal Code.



Daleauto.net
Scio, OR (541)979-8214

December 2, 2024

City of Stayton
Planning and Development
362 N Third Ave
Stayton, OR 97383

Re: Dale Auto Conditional Use Application

Jennifer Siciliano,

1. *Proposal:* Dale Auto, owned by Corey and Liza Zehner, would like to expand our car dealership to Stayton by adding a supplemental lot. Our main lot will be at our home 42039 Mount Pleasant Dr. Scio, OR. 97374. We would maintain all records and personal information of our customers at our home office, the keys for vehicles will be in a secured container that will be brought back to our home office, not kept at the building in Stayton. However, we would like to display 8-10 vehicles at 333 N. 1st Ave in Stayton. The building is currently being used for a detailing business which will remain and we will share the space with Master's Touch, see attached sublease agreement. Dale Auto prides itself on only offering mechanically sound and detailed vehicles. We specialize in one owner, low mile vehicles. Our goal is to 'beautify' the building, in compliance with the current owner and city of Stayton, by painting the building, replacing broken windows, adding landscaping, and sealing the pavement. That corner gets a lot of traffic and we feel that by improving the building it will have a positive impact on the city of Stayton, as well as add to the city of Stayton's commerce by providing vehicles that meet the needs of locals as well as business owners.

2. *Compatibility:* Dale Auto will not add any adverse impact such as traffic issues, noise, additional waste, odors, or hazards. We run our business by appointment only and due to the low number of vehicles we do not foresee high traffic.
3. *Compatibility with Zoning District:* The location is currently zoned as commercial retail and is used as an auto detail shop. Please see attached map of the building to verify the four spots required for the detail business and where Dale Auto would like to display vehicles. We also added three parking spots for customers.
4. *Potential Adverse Impacts:* Dale Auto does not foresee any adverse impact.
5. *Traffic Impacts on Surrounding Area:* Dale Auto runs its business by appointment only between the hours of 9:00 am-6:00 pm. If customers require a time outside of this we will direct them to our main lot at 42039 Mount Pleasant Dr. Scio, OR 97374. We believe this will mitigate the amount of traffic for this area.
6. *Adequate Utilities:* Dale Auto is not changing or adding to how the building is currently being used. There should be no issues with utilities, water, garbage, etc...

In summary, Dale Auto would like to extend our business by adding a supplemental lot for our dealership. We strongly feel that our business will be a positive addition to the City of Stayton. Our goal is to add to the beauty of Stayton by updating the current building and displaying clean vehicles on a lot that is well cared for and inviting.

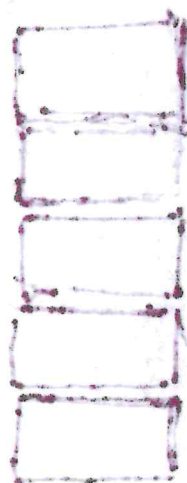
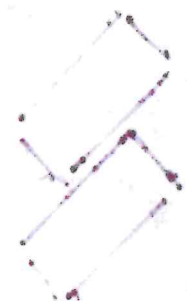
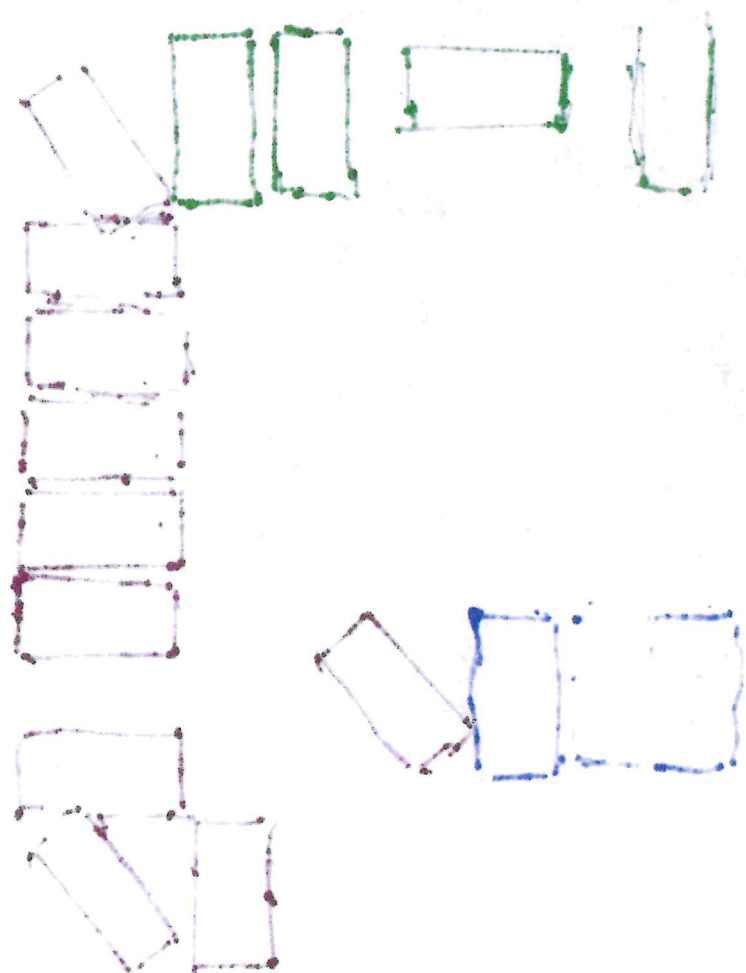
Thank you,



Corey and Liza Zehner
Dale Auto
541-513-0852
42039 Mount Pleasant Dr.
Scio, Or. 97374
salesdaleauto@gmail.com



■ CUSTOMER PARKING ■ MASTER'S TUNING
■ DALE A-TO



December 2, 2024


City of Stayton
Planning and Development
362 N Third Ave
Stayton, OR 97383

Randy Cranston, the owner, authorizes Corey and Liza Zehner, the applicant, to submit a conditional use application for selling automobiles at 333 N 1st Avenue, Stayton, OR.

Owner:

~~Randy Cranston~~

Clarence R. Cranston



Date 12-2-2024

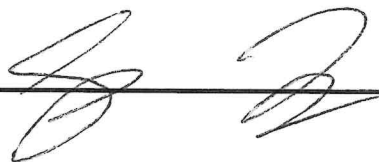
Applicants:

Corey Zehner

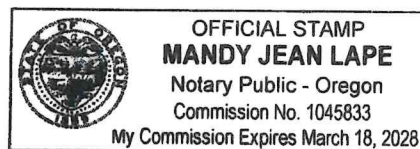


Date 12-2-24

Liza Zehner



Date 12-2-24



Mandy Lape
12-2-2024
Marion County, Oregon



COMMERCIAL SUBLEASE AGREEMENT

I. THE PARTIES. This Commercial Sublease Agreement ("Agreement") is made on November 1 2024, by and between:

Landlord: One (1) individual(s) known as Randy Cranston with a mailing address of 372 SE Church St, Sublimity, Oregon, 97385 ("Landlord").

Tenant: A business entity known as Master's Touch with a mailing address of 333 N First Ave. , Stayton, Oregon, 97383 ("Tenant").

Subtenant: A business entity known as Dale Autowith a mailing address of 42039 Mount Pleasant Dr, Scio, Oregon, 97374 ("Subtenant").

Personal Guarantor(s): This Agreement shall be personally guaranteed by the individual owner(s) known as: Liza Zehner , Corey Zehner.

II. ORIGINAL LEASE. The Parties recognize that the Tenant is subletting the Premises described in Section III of this Agreement. This Agreement shall be subject to the terms and conditions of the master lease ("Master Lease") that exists between the Landlord and Tenant and dated _____, 20____.

III. DESCRIPTION OF LEASED PREMISES. The Tenant agrees to lease to the Subtenant:

Mailing Address: 333 N 1st Ave, Stayton, Oregon, 97383

Square Feet: N/A

Type of Space: Retail

Parking: 10 dedicated parking spaces. There shall not be a fee for the parking.

Additional Description: N/A

Hereinafter known as the "Premises."

IV. SUBLET. The Tenant agrees to sublet a portion of the space under the Master Lease.

V. USE OF LEASED PREMISES. The Tenant is leasing the Premises to the Subtenant and the Subtenant is hereby agreeing to lease the Premises for the following use and purpose: Auto Dealership and detailing

Any change in use or purpose the Premises other than as described above shall be upon prior written consent of Tenant.

VI. LEASE TYPE. This Agreement is a month-to-month lease with the Subtenant allowed to occupy the Premises starting on November 1 2024 and ending upon notice of 30 days from either Party to the other Party ("Lease Term").

VII. RENT. The net payment from the Subtenant shall be \$1,200.00, payable each month ("Installment") with the first payment due on the commencement of this Agreement and each payment

thereafter on the 1st day of each month for the Lease Term ("Rent"). The Rent is to be paid in the following manner: Rent is to be paid by check to Master's Touch LLC.

VIII. LATE FEE. The Tenant shall not charge a late payment fee if the Rent is not paid on time by the Subtenant.

IX. RETURNED CHECKS (NSF). If the Subtenant attempts to pay Rent with a check that is not deemed valid by a financial institution due to non-sufficient funds, or any other reason for it to be returned, the Subtenant will be subject to a fee of \$35.00 in addition to any late fee.

X. OPTION TO RENEW. The Subtenant shall have no rights to renew this Agreement.

XI. EXPENSES. In accordance with a Modified Gross lease, the responsibility of the expenses of the Premises shall be attributed to the following:

It is the intention of the Parties that this Agreement shall be considered a "Modified Gross Lease". Therefore, the Subtenant, in addition to the Rent, shall be obligated to pay for their portion of the following property expenses (does not include the utilities and services including, but not limited to, electricity, water/sewer, internet, etc.):

-Common Area Maintenance (CAM's). The Subtenant shall ONLY be responsible for the following: Internet and utilities, power and water

Hereinafter known as the "Property Expenses." The Subtenant shall be obligated to pay their portion of the Property Expenses on a monthly basis

XII. SECURITY DEPOSIT. No deposit shall be required as part of this Agreement ("Security Deposit"). If any deposit is required under the terms of this Agreement, it is not related or shall be considered a Security Deposit.

XIII. LEASEHOLD IMPROVEMENTS. The Subtenant agrees that no leasehold improvements, alterations or changes of any nature, (except for those listed on any attached addenda) shall be made to the leasehold Premises or the exterior of the building without first obtaining the consent of the Tenant in writing, which consent shall not be unreasonably withheld, and thereafter, any and all leasehold improvements made to the Premises which become affixed or attached to the leasehold Premises shall remain the property of the Tenant at the expiration or termination of this Agreement. Furthermore, any leasehold improvements shall be made only in accordance with applicable federal, state or local codes, ordinances or regulations, having due regard for the type of construction of the building housing the subject leasehold Premises. If the Subtenant makes any improvements to the Premises, the Subtenant shall be responsible for payment.

Nothing in the Agreement shall be construed to authorize the Subtenant or any other person acting for the Subtenant to encumber the rents of the Premises or the interest of the Subtenant in the Premises or any person under and through whom the Subtenant has acquired its interest in the Premises with a mechanic's lien or any other type of encumbrance. Under no circumstance shall the Subtenant be construed to be the agent, employee or representative of the Tenant. In the event a lien is placed against the Premises, through actions of the Subtenant, Subtenant will promptly pay the same or bond against the same and take steps immediately to have such lien removed. If the Subtenant fails to have the Lien

removed, the Tenant shall take steps to remove the lien and the Subtenant shall pay Tenant for all expenses related to the Lien and removal thereof and shall be in default of this Agreement.

XIV. PROPERTY MAINTENANCE. The Subtenant shall be responsible for all repairs and maintenance due to normal wear and tear on the Premises. Particularly items which need immediate attention including but not limited to, the replacement of light bulbs, as well as the normal repair and cleaning of windows, cleaning of bathrooms, clearing of toilets, etc. The Subtenant shall properly maintain the premises in a good, safe, and clean condition and shall properly and promptly remove all rubbish and hazardous wastes and see that the same are properly disposed of according to all local, state or federal laws, rules regulations or ordinances.

In the event the building of the leased premises is damaged as a result of any neglect or negligence of the Subtenant, their employees, agents, business invitees, or any independent contractors serving the Subtenant or in any way as a result of Subtenant's use and occupancy of the premises, then the Subtenant shall be primarily responsible for seeing that the proper claims are placed with the Subtenant's insurance company, or the damaging party's insurance company, and shall furthermore be responsible for seeing that the building is safeguarded with respect to said damage and that all proper notices with respect to said damage, are made in a timely fashion, including notice to the Tenant and Landlord, and the party or parties causing said damage.

XV. LICENSES AND PERMITS. A copy of any and all local, state, or federal permits acquired by the Subtenant which are required for the use of the Premises shall be kept on-site at all times and shall be readily accessible and produced to the Tenant, Landlord, and/or their agents or any local, state, or federal officials upon demand.

XVI. OBLIGATIONS OF SUBTENANT. The Subtenant shall be primarily responsible whenever needed for the maintenance and general pickup of the entranceway leading into the Premises, so that this is kept in a neat, safe and presentable condition. The Subtenant shall also be responsible for all minor repairs and maintenance of the leasehold Premises, particularly those items which need immediate attention and which the Subtenant, or their employees, can do and perform on their own, including but not limited to the replacement of light bulbs, as well as the normal repair and cleaning of windows, cleaning and clearing of toilets, etc., and the Subtenant shall properly maintain the Premises in a good, safe, and clean condition. The Subtenant shall properly and promptly remove all rubbish and hazardous wastes and see that the same are properly disposed of according to all local, state or federal laws, rules, regulations or ordinances.

In the event the structure of the Premises is damaged as a result of any neglect or negligence of Subtenant, their employees, agents, business invitees, or any independent contractors serving the Subtenant or in any way as a result of Subtenant's use and occupancy of the Premises, then the Subtenant shall be primarily responsible for seeing that the proper claims are placed with the Subtenant's insurance company, or the damaging party's insurance company, and shall furthermore be responsible for seeing that the building is safeguarded with respect to said damage and that all proper notices with respect to said damage are made in a timely fashion, including notice to the Tenant and the party or parties causing said damage. Any damage that is not covered by an insurance company will be the liability of the Subtenant.

The Subtenant shall, during the Term, and in the renewal thereof, at its sole expense, keep the interior of the Premises in as good a condition and repair as it is at the date of this Agreement, reasonable wear and use excepted. This obligation would include the obligation to replace any plate glass damaged as a

result of the neglect or acts of Subtenant or her guests or invitees. Furthermore, the Subtenant shall not knowingly commit nor permit to be committed any act or thing contrary to the rules and regulations prescribed from time to time by any federal, state or local authorities and shall expressly not be allowed to keep or maintain any hazardous waste materials or contaminants on the Premises. Subtenant shall also be responsible for the cost, if any, which would be incurred to bring her contemplated operation and business activity into compliance with any law or regulation of a federal, state or local authority.

XVII. INSURANCE. In the event the Subtenant fails to obtain insurance required hereunder and fails to maintain the same in force continuously during the Term, Tenant may, but shall not be required to, obtain the same and charge the Subtenant for same as additional rent. Furthermore, Subtenant agrees not to keep upon the Premises any articles or goods which may be prohibited by the standard form of fire insurance policy, and in the event the insurance rates applicable to fire and extended coverage covering the Premises shall be increased by reason of any use of the Premises made by Subtenant, then Subtenant shall pay to Tenant, upon demand, such increase in insurance premium as shall be caused by said use or Subtenant's proportionate share of any such increase.

XVIII. SUBLET/ASSIGNMENT. The Subtenant may not transfer or assign this Agreement, or any right or interest hereunder or sublet said leased Premises or any part thereof without first obtaining the prior written consent and approval of the Tenant.

XIX. DAMAGE TO LEASED PREMISES. In the event the building housing the Premises shall be destroyed or damaged as a result of any fire or other casualty which is not the result of the intentional acts or neglect of Subtenant and which precludes or adversely affects the Subtenant's occupancy of the Premises, then in every such cause, the Rent herein set forth shall be abated or adjusted according to the extent to which the leased Premises have been rendered unfit for use and occupation by the Subtenant and until the demised Premises have been put in a condition at the expense of the Tenant, at least to the extent of the value and as nearly as possible to the condition of the Premises existing immediately prior to such damage. It is understood, however, in the event of total or substantial destruction to the Premises that in no event shall the Tenant's obligation to restore, replace or rebuild exceed an amount equal to the sum of the insurance proceeds available for reconstruction with respect to said damage.

XX. DEFAULT AND POSSESSION. In the event that the Subtenant shall fail to pay said Rent and expenses as set forth herein, or any part thereof, when the same are due and payable, or shall otherwise be in default of any other terms of said Agreement for a period of more than 15 day(s), after receiving notice of said default, then the parties hereto expressly agree and covenant that the Tenant may declare the Agreement terminated and may immediately re-enter said Premises and take possession of the same together with any of Subtenant's personal property, equipment or fixtures left on the Premises which items may be held by the Tenant as security for the Subtenant's eventual payment and/or satisfaction of rental defaults or other defaults of Subtenant under the Agreement. It is further agreed that if the Subtenant is in default, the Tenant shall be entitled to take any and all action to protect its interest in the personal property and equipment, to prevent the unauthorized removal of said property or equipment which threatened action would be deemed to constitute irreparable harm and injury to the Tenant in violation of its security interest in said items of personal property. Furthermore, in the event of default, the Tenant may expressly undertake all reasonable preparations and efforts to release the Premises including, but not limited to, the removal of all inventory, equipment or leasehold improvements of the Subtenant's, at the Subtenant's expense, without the need to first procure an order of any court to do so, although obligated in the interim to undertake reasonable steps and procedures to safeguard the value of Subtenant's property, including the storage of the same, under reasonable terms and conditions at

Subtenant's expense, and, in addition, it is understood that the Tenant may sue the Subtenant for any damages or past rents due and owing and may undertake all and additional legal remedies then available.

In the event any legal action has to be instituted to enforce any terms or provisions under this Agreement, then the prevailing party in said action shall be entitled to recover a reasonable attorney's fee in addition to all costs of said action.

XXI. INDEMNIFICATION. The Subtenant hereby covenants and agrees to indemnify, defend and hold the Tenant harmless from any and all claims or liabilities which may arise from any cause whatsoever as a result of Subtenant's use and occupancy of the Premises, and further shall indemnify the Tenant for any losses which the Tenant may suffer in connection with the Subtenant's use and occupancy or care, custody and control of the Premises. The Subtenant also hereby covenants and agrees to indemnify and hold harmless the Tenant from any and all claims or liabilities which may arise from any latent defects in the subject Premises that the Tenant is not aware of at the signing of this Agreement or at any time during the Term.

XXII. BANKRUPTCY - INSOLVENCY. The Subtenant agrees that in the event all or a substantial portion of the Subtenant's assets are placed in the hands of a receiver or a Trustee, and such status continues for a period of 30 days, or should the Subtenant make an assignment for the benefit of creditors or be adjudicated bankrupt, or should the Subtenant institute any proceedings under the bankruptcy act or any amendment thereto, then such Agreement or interest in and to the leased Premises shall not become an asset in any such proceedings and, in such event, and in addition to any and all other remedies of the Tenant hereunder or by law provided, it shall be lawful for the Tenant to declare the term hereof ended and to re-enter the leased land and take possession thereof and all improvements thereon and to remove all persons therefrom and the Subtenant shall have no further claim thereon.

XXIII. SUBORDINATION AND ATTORNMENT. Upon request of the Tenant, Subtenant will subordinate its rights hereunder to the lien of any mortgage now or hereafter in force against the property or any portion thereof, and to all advances made or hereafter to be made upon the security thereof, and to any ground or underlying lease of the property; provided, however, that in such case the holder of such mortgage, or the Tenant under such Agreement, shall agree that this Agreement shall not be divested or in any way affected by foreclosure, or other default proceedings under said mortgage, obligation secured thereby, or Agreement, so long as the Subtenant shall not be in default under the terms of this Agreement. Subtenant agrees that this Agreement shall remain in full force and effect notwithstanding any such default proceedings under said mortgage or obligation secured thereby.

Subtenant shall, in the event of the sale or assignment of Tenant's interest in the building of which the Premises form a part, or in the event of any proceedings brought for the foreclosure of the Premises, or in the event of exercise of the power of sale under any mortgage made by Tenant covering the Premises, attorn to the purchaser and recognize such purchaser as Tenant under this Agreement.

XXIV. MISCELLANEOUS TERMS.

a.) Usage by Subtenant. Subtenant shall comply with all rules, regulations and laws of any governmental authority with respect to use and occupancy. Subtenant shall not conduct or permit to be conducted upon the Premises any business or permit any act which is contrary to or in violation of any law, rules or regulations and requirements that may be imposed by any

authority or any insurance company with which the Premises is insured, nor will the Subtenant allow the Premises to be used in any way which will invalidate or be in conflict with any insurance policies applicable to the building. In no event shall explosives or extra hazardous materials be taken onto or retained on the Premises. Furthermore, Subtenant shall not install or use any equipment that will cause undue interference with the peaceable and quiet enjoyment of the Premises by other tenants of the building.

b.) Signs. Subtenant shall not place on any exterior door, wall or window of the Premises any sign or advertising matter without Tenant's prior written consent and the approval of the local and State municipalities. Thereafter, Subtenant agrees to maintain such sign or advertising matter as first approved by Tenant in good condition and repair. Furthermore, Subtenant shall conform to any uniform reasonable sign plan or policy that the Tenant may introduce with respect to the building. Upon vacating the Premises, Subtenant agrees to remove all signs and to repair all damages caused or resulting from such removal.

c.) Pets. Unless otherwise stated in this Agreement, the only pets that shall be allowed on the Premises are those needed legally due to a disability or handicap.

d.) Condition of Premises/Inspection by Subtenant. The Subtenant has had the opportunity to inspect the Premises and acknowledges with its signature on this Agreement that the Premises are in good condition and comply in all respects with the requirements of this Agreement. Furthermore, the Tenant makes no representation or warranty with respect to the condition of the Premises or its fitness or availability for any particular use, and the Tenant shall not be liable for any latent or patent defect therein. Furthermore, the Subtenant represents that Subtenant has inspected the Premises and is leasing and will take possession of the Premises with all current fixtures present in their "as is" condition as of the date hereof.

e.) Right of Entry. It is agreed and understood that the Tenant and its agents shall have the complete and unencumbered right of entry to the Premises at any time or times for purposes of inspecting or showing the Premises and for the purpose of making any necessary repairs to the building or equipment as may be required of the Tenant under the terms of this Agreement or as may be deemed necessary with respect to the inspection, maintenance or repair of the building.

XXV. ESTOPPEL CERTIFICATE. Subtenant at any time and from time to time, upon at least ten (10) days prior notice by Tenant, shall execute, acknowledge and deliver to Tenant, and/or to any other person, firm or corporation specified by Tenant, a statement certifying that the Agreement is unmodified and in full force and effect, or if the Agreement has been modified, then that the same is in full force and effect except as modified and stating the modifications, stating the dates to which the fixed rent and additional rent have been paid, and stating whether or not there exists any default by Tenant under this Agreement and, if so, specifying each such default.

XXVI. HOLDOVER. Should Subtenant remain in possession of the Premises after the cancellation, expiration, or sooner termination of the Agreement, or any renewal thereof, without the execution of a new agreement or addendum, such holding over in the absence of a written agreement to the contrary shall be deemed, if Tenant so elects, to have created and be construed to be a tenancy from month to month, terminable upon thirty (30) days' notice by either party.

XXVII. WAIVER. The waiver by Tenant of a default under this Agreement shall not constitute a waiver of a subsequent default of any nature.

XXVIII. GOVERNING LAW. This Agreement shall be governed by the laws located in the State where the Premises is located.

XXIX. NOTICES. All legal notices required under this Agreement shall be the mailing addresses of each Party as described in Section I of this Agreement. If there is no mailing address provided, the Parties may use the address for legal notices located in the Master Lease.

XXX. AMENDMENT. No amendment of this Agreement shall be effective unless reduced to writing and subscribed by the Parties with all the formality of the original.

XXXI. BINDING EFFECT. This Agreement and any amendments thereto shall be binding upon the Tenant and the Subtenant and/or their respective successors, heirs, assigns, executors and administrators.

IN WITNESS WHEREOF, the Parties hereto have agreed and signed this Agreement on the undersigned date.

Tenant's Signature: Maria Vignoli Date: 11-1-24
Master's Touch Antonio Villalobos Date: 11-1-24

Subtenant: [Signature] Date: 11-1-24
Dale Auto

Personal Guarantor(s): _____ Date: _____
Liza Zehner

Personal Guarantor(s): [Signature] Date: 11-1-24 Corey
Zehner

Report Criteria:

Selected users: Windy Cudd

Receipt Number	Date	Category	Customer Number	Customer Name	Distribution	Description	A	R	D	G	V	Distribution Amount	Receipt Total
12/02/2024													
Receipt Group 10													
10.003511	12/02/2024	General & Dep		Dale Auto	Land Use Depos	LU# 15-10/24 33	N	Y	N	N	N	1,700.00	1,700.00
Total 10:													1,700.00
Total 12/02/2024:													1,700.00
Grand Totals:													1,700.00

City of Stayton
 362 N Third Ave.
 Stayton OR 97383-1726 503-769-3425

Receipt No: 10.003511 Dec 2, 2024

Dale Auto

Previous Balance: .00
 General & Deposits
 LU# 15-10/24 333 N 1st Ave 1,700.00

Total: 1,700.00

Check
 Check No: 6107 1,700.00
 Payor:
 Dale Auto
 Total Applied: 1,700.00

Change Tendered: .00

12/02/2024 3:21 PM