

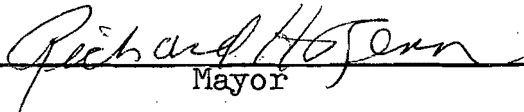
IN THE MATTER OF THE LEASE OF ELKS  
BUILDING ON THE NORTHEAST INTERSECTION  
OF PARK & ASH STREETS IN LEBANON.

} RESOLUTION NO. 24  
} for 1974

BE IT RESOLVED BY THE COMMON COUNCIL OF THE CITY OF LEBANON:

That the Mayor and the Recorder are hereby authorized to execute that certain Lease dated the 22<sup>nd</sup> day of October, 1974, between Lebanon Lodge No. 1663 of the Benevolent and Protective Order of Elks of the United States of America, an Oregon Corporation, and the City of Lebanon. It being understood that the premises is to be used for a City of Lebanon Senior Center.

Passed by the Council and approved by the Mayor this 22nd day of October, 1974.

  
\_\_\_\_\_  
Mayor

ATTEST:

  
\_\_\_\_\_  
Recorder



THIS INDENTURE OF LEASE, Made in duplicate at Lebanon, Oregon

, on this 22nd day of October, 1974

LEBANON LODGE No. 1663 OF THE BENEVOLENT AND PROTECTIVE  
by and between ORDER OF ELKS OF THE UNITED STATES OF AMERICA, an Oregon  
hereinafter known and referred to as the lessor, (whether singular or plural) and THE CITY OF LEBANON,  
Corporation,  
a municipal corporation, Linn County, Oregon, hereinafter known  
and referred to as the lessee, (whether singular or plural);

WITNESSETH: That in consideration of the covenants, agreements and stipulations herein contained on the part of said lessee to be paid, kept and faithfully performed by said lessee, the said lessor does hereby lease, demise and let unto said lessee the premises known as described as shown on attached exhibit "A"

in the City of Lebanon, State of Oregon

TO HAVE AND TO HOLD said premises hereby leased for a period of Five (5) Years,  
with Option Provisions (see below)  
from the 1st day of October, 1974, to and including the 30th day of  
September, 1979, said lessee paying and yielding as rental therefor, during  
said term, ~~the full sum of~~ No Money or Cash.

~~XXXXXX~~

~~the full sum of the United States, to be paid as follows~~

The following additional terms are specifically agreed to:

- 1) The Lessee accepts the condition of premises on an "as is" basis.
- 2) That the Lessee will make substantial improvements and expenditures for repair of said building, and the same shall be at the sole expense of the Lessee, and that which becomes attached to the building and a part thereof shall remain the property of the Lessor upon termination of the Lease.
- 3) Each and every expense that may be required for maintenance, care or use of the premises leased by the Lessee, including the interior or exterior of said premises not otherwise used by the Lessor throughout the term of the Lease, shall be the expense of the Lessee without imposing any obligation whatsoever upon the Lessor, and the Lessee shall not permit any liens to incur on said premises. However, all real property taxes, if any obligations, shall be the responsibility of the Lessor.
- 4) The Lessor further reserves the right to joint use with the Lessee all parking areas.

That said lessee will make no unlawful, improper or offensive use of the premises; that at the expiration of the said term or upon any sooner termination of this lease, said lessee will quit and deliver up the premises, and all future erections or additions to or upon the same, to the said lessor, or those having their estate therein, peaceably, quietly, in as good order and condition (reasonable use and wearing thereof, fire and other unavoidable casualties excepted) as the same now are or may be put in by the lessor or those having their estate in the premises; that said lessee will not suffer nor commit any strip or waste thereof, nor make nor suffer to be made any alterations or additions to or upon the same, nor assign this lease, nor underlet, or permit any other person or persons to occupy the same, without the consent of the said lessor or those having their estate in the premises, being first obtained in writing, and also that it shall be lawful for the said lessor and those having their estate in the premises, at reasonable times, to enter into and upon the same, to examine the condition thereof.

The Lessee specifically agrees that during the term of this Lease, the premises leased shall be used for a City of Lebanon Senior Center purposes, and upon discontinuation of said use, the Lease shall terminate.

SCHEDULE A

Amount \$ 38,500.00

Premium \$ 187.00

Policy No. 16-26379

Effective Date August 21, 1970 as of 5:00 P.M.

— SMITH BLDG —

INSURED

--LEBANON LODGE NO. 1663 OF THE BENEVOLENT AND PROTECTIVE ORDER  
OF ELKS OF THE UNITED STATES OF AMERICA,-----  
an Oregon corporation

The fee simple title to said land is, at the date hereof, vested in

--LEBANON LODGE NO. 1663 OF THE BENEVOLENT AND PROTECTIVE ORDER  
OF ELKS OF THE UNITED STATES OF AMERICA,-----  
an Oregon corporation

The land referred to in this policy is described as:

EXHIBIT "A"

Parcel I:

The West 100 feet of Lot 5, Block 23, J. M. RALSTON'S ADDITION to the town of Lebanon.

Parcel II:

Beginning at a point which is 100 feet East from the southwest corner of Lot 5, Block 23, J. M. RALSTON'S ADDITION TO Lebanon; thence East 59 feet to the West line of an alley; thence North along the West line of said alley to the Southeast corner of Lot 6, Block 3, COWAN'S ADDITION TO LEBANON; thence West 59 feet; thence South to the point of beginning, being the East 59 feet of Lot 5, Block 23, J. M. RALSTON'S ADDITION, the East 59 feet of Lot 5, Block 27, J. M. RALSTON'S SECOND ADDITION and the East 59 feet of Lot 7, Block 3, COWAN'S ADDITION.

ALSO: The West 100 feet of Lot 7, Block 3, COWAN'S ADDITION to Lebanon; ALSO, the West 100 feet of Lot 5, Block 27, J.M. RALSTON'S SECOND ADDITION to Lebanon.