

A RESOLUTION AUTHORIZING THE MAYOR AND )  
RECORDER TO ENTER INTO AN AGREEMENT WITH )  
THE LEBANON JAYCEES CHANGING THE LEGAL )  
DESCRIPTION OF PROPERTY PRESENTLY BEING )  
LEASED BY THE CITY TO THE LEBANON JAYCEES. )

RESOLUTION NO. 29  
for 1978

WHEREAS, the Lebanon Jaycees desire to have additional space for parking on the property presently being leased from the City,


NOW, THEREFORE, BE IT RESOLVED BY THE COMMON COUNCIL OF THE CITY OF LEBANON, AS FOLLOWS:

Section 1. The Mayor and Recorder are authorized to enter into an agreement, a copy of which is attached hereto, marked exhibit A and incorporated herein by reference, changing the legal description in that certain lease agreement entered into between the parties for real property by the City near the intersection of 5th and Rose Streets, as set forth in attached exhibit A.

Passed by the Council by a vote of 5 for and 0 against and approved by the Mayor this 24<sup>th</sup> day of may, 1978.

  
\_\_\_\_\_  
Mayor

ATTEST:

  
\_\_\_\_\_  
Recorder

AMENDMENT OF LEASE

THIS AGREEMENT is made between the CITY OF LEBANON ("Lessor"), and the LEBANON JAYCEES ("Lessee").

The parties agree as follows:

1. On April 22, 1975, the parties entered into an agreement for the lease of certain real property located in the City of Lebanon, a true copy of which said lease agreement is attached hereto, marked exhibit A, and incorporated herein by reference.
2. The legal description contained in said lease agreement is hereby modified and changed to read as follows:

Beginning at a point on the north line of Rose Street which is 230.72 feet east of the east line of Fifth Street; thence North  $0^{\circ}21'$  West a distance of 170 feet; thence South  $89^{\circ}44'$  West a distance of 80 feet; thence South  $0^{\circ}21'$  East a distance of 170 feet to the north line of Rose Street; thence east along said Street line a distance of 80 feet to the place of beginning.

IN WITNESS WHEREOF, the parties have executed this agreement below.

Gary L. Dolbowsky, Pres.  
Chuck R. Glocant, Sec.

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Olson:

LEASE

THIS LEASE, made this 22 day of April, 1975, by and between CITY OF LEBANON, hereinafter called "City" and LEBANON JAYCEES, hereinafter called "Jaycees";

WITNESSETH:

WHEREAS, the City owns certain property on the east side of Fifth Street known as "Century Park"; and

WHEREAS, the Jaycees have heretofore constructed a building on the premises for their meeting purposes and other community functions; and

WHEREAS, the Jaycees desire to lease the property from the City;

NOW, THEREFORE, the City hereby leases to the Jaycees the following described premises, to-wit:

Beginning at a point on the north line of Rose Street which is 230.72 feet east of the east line of Fifth Street; thence North 0° 21' West a distance of 150 feet; thence South 89° 44' West a distance of 60 feet; thence South 0° 21' East a distance of 150 feet to the north line of Rose Street; thence east along said Street line a distance of 60 feet to the place of beginning.

at a rental of \$10.00 per year, payable on the first day of May of each year, for a term of five (5) years beginning on the 1st day of May, 1975, and ending on the 1st day of May, 1980.

IT IS FURTHER COVENANTED AND AGREED BETWEEN THE PARTIES:

1. The City reserves unto itself the right to use that portion of the premises not within the building at all times and in any manner which does not interfere with the use of the premises by the

Exhibit "A"

Jaycees or depreciate the value and utility of any facilities or structures or improvements placed upon the premises by the Jaycees.

2. The Jaycees shall use the premises for their own and community functions similar and comparable to those for which it has been used in the past. The Jaycees agree to not make any major changes or "improvements" without first submitting to the City plans and specifications thereof and obtaining the consent of the City.

3. The Jaycees agree to release and indemnify and save harmless the City from and against all liability, cost and expense for loss of or damage to property and for injury to or death of persons on the premises when the premises are not within the exclusive use and control of the City. The Jaycees shall provide the City with certified copies of insurance in form and amounts satisfactory to the City, insuring the liability of the Jaycees under this agreement.

4. The Jaycees agree, at their own expense, to maintain the premises in respectable appearance and condition and to comply with all Federal, State and City laws, rules, regulations, and zoning requirements applicable to the premises and the use thereof.

5. At the conclusion of the five year term of this lease it shall be then automatically renewed on a year to year basis until terminated by the Notice of either party to the other.

6. At the final termination of this Lease by either expiration of time or Notice between the parties, the Jaycees shall have the right to remove all of their personal property, and also such of their other facilities the removal of which does not cause a

reduction in the value of the premises or does not cause a diminution in the utility of the premises to the City.

IN WITNESS WHEREOF, the parties have hereunto executed this Lease in duplicate this \_\_\_\_\_ day of April, 1975.

*J.B.*

LESSOR

CITY OF LEBANON

By *M. Grossin Gonzalez*  
Mayor

*Robert E. Now*  
City Administrator

LESSEE

LEBANON JAYCEES

By *Ronald L. Baker*  
President

*Jim Bush*  
Secretary