A BILL FOR AN ORDINANCE AUTHORIZING THE MAYOR AND RECORDER OF THE CITY OF LEBANON, OREGON, TO ENTER INTO A LEASE WITH THE LEBANON SADDLE CLUB, INC. OF LIGHTS, POLES AND EQUIPMENT, AND DECLARING AN EMERGENCY.

ordinance Bill No. 10 for 1962

THE PEOPLE OF THE CITY OF LEBANON DO ORDAIN AS FOLLOWS:

Section 1. The Mayor and Recorder of the City of Lebanon, Oregon, are hereby authorized and directed to enter into a Lease in writing, with The Lebanon Saddle Club, Inc., of Lebanon, Oregon, providing for the leasing by The Lebanon Saddle Club, Inc. of certain lights, poles and equipment belonging to the City of Lebanon, which lease shall be specifically in words and figures as follows:

LEASE

THIS LEASE, made and entered into by and between the CITY OF LEBANON, OREGON, a municipal corporation, hereinafter called "City", and THE LEBANON SADDLE CLUB, INC., hereinafter called "Lessee",

WITNESSETH:

That City, for and in consideration of the mutual covenants, promises and agreements herein contained, does hereby let, lease and demise unto Lessee the following described personal property, to-wit:

8 light poles with 48 reflectors and brackets 1 Wadsworth, 400 AMP, 230 Volt switch box and all the wiring, fixtures and equipment appertinent to said installation

for a period of five years, commencing the 1st day of August, 1962, and ending on the 1st day of August, 1967, on the following terms and conditions:

LESSEE AGREES:

- 1. To pay to the City the sum of One Dollar (\$1.00) per year during the term of this lease, payable in advance on the 1st day of August of each year.
- 2. To keep the said equipment in as good condition as it is now in, reasonable wear and tear excepted.
- 3. To remove the equipment from its present site, and at the expiration of this lease, or any renewal thereof, to return said property to the City at the place designated by the City.

IT IS MUTUALLY UNDERSTOOD AND AGREED BETWEEN THE PARTIES HERETO:

- 1. This lease may be renewed from year to year at the option of the City, on the same terms and conditions as herein set forth.
- 2. If the Lessee fails to perform its covenants and agreements herein contained, the City may cancel this lease upon giving ten days!

notice to the Lessee at 570 A Street, Lebanon, Oregon, without liability to the Less

IN WITNESS WHEREOF, the CITY OF LEBANON, by authority of an Ordinance duly passed by the Common Council authorizing and directing its Mayor and Recorder to execute said lease, has entered into this lease, and has signed and executed the same this the day of August, 1962.

CITY OF LEBANON, OREGON a municipal corporation

By Acar

By Mark Thoms

THE LEBANON SADDLE CLUB, INC.

By Ethel M. Brock - Sec.

Section 2. Inasmuch as the provisions of this Ordinance are necessary for the preservation of the peace, health and safety of the people of the City of Lebanon, an emergency is hereby declared to exist, and this Ordinance shall be in full force and effect immediately upon its passage by the Council and approval by the Mayor.

Passed by the Council and approved by the Mayor this 1962.

Haus Blalock

ATTEST:

City Recorder