

Repealed
by Ord.
1272

92

A BILL FOR AN ORDINANCE AUTHORIZING)
THE MAYOR AND RECORDER TO ENTER INTO)
A LEASE WITH THE JUNIOR CHAMBER OF)
COMMERCE, AND DECLARING AN EMERGENCY.)

ORDINANCE BILL NO. 37
for 1967
ORDINANCE NO. 1267 A

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

Section 1. The Mayor and the City Recorder are hereby authorized and directed to enter into a Lease on behalf of the City of Lebanon, Oregon, with the Junior Chamber of Commerce, said Lease to be as follows, to-wit:

LEBANON, OREGON
TYPE-ERASE
25% COTTON FIBER

Section 2. Inasmuch as the provisions of this Ordinance are necessary for the immediate 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 1st day of August, 1967.

KENNETH E. HAVRICK
Mayor

ATTEST:

Wm R. Thomas
Recorder

Repealed # 1272

LEASE

THIS LEASE, made and entered into by and between the CITY OF LEBANON, hereinafter called "City", and LEBANON JUNIOR CHAMBER OF COMMERCE, hereinafter called "Lessee",

WITNESSETH:

In consideration of the rent reserved and the agreements to be kept, performed and fulfilled by Lessee, the City leases to Lessee 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, all being located in the City of Lebanon, Linn County, Oregon.

TO HAVE AND TO HOLD the above described premises, with the rights and privileges hereinafter granted to Lessee, for a term of TWENTY FIVE (25) YEARS from and after August 1, 1967.

IT IS UNDERSTOOD AND AGREED BETWEEN THE PARTIES AS FOLLOWS:

I.

Lessee agrees to pay to the City for said premises a rental of \$ 1.00 per year, payable on or before the 1st day of August of each year of said term.

II.

As additional consideration for the use of said premises, the Lessee agrees, at its own expense, to promptly erect, finish, and complete on the premises a building in accordance with the plans and specifications heretofore submitted to the City and approved by the Council. Upon the completion of the building, and at reasonable times thereafter the Lessee agrees to make suitable portions of the building available for public purposes approved by the City Council, and in this connection the Lessee shall charge no more than a reasonable, nominal rental for said use.

III.

Lessee may not assign this Lease without the written consent of the City Council.

IV.

Lessee agrees to pay all taxes and assessments, and other impositions, ordinary and extraordinary, which may be levied or assessed on or against the premises. The Lessee shall have the right to contest the validity of any tax or assessment payable by it. Lessee agrees to keep the premises, including the building, free from encumbrances; and at the expiration, or earlier or other

termination, of this Lease, the property shall belong to the City, and the City may make such reimbursement to the Lessee for said building as the City Council, in its sole and absolute discretion, shall at that time deem proper.

V.

The Lessee shall keep the premises and building in good repair, and shall carry sufficient insurance to save the City harmless from any liability in connection with the use, occupancy and existence of the building on said premises.

VI.

The City shall have the right to terminate this Lease on account of any breach of the promises or agreements of the Lessee, and the City Council shall have the sole power and discretion of determining what shall constitute a breach or default justifying the termination of the Lease.

IN WITNESS WHEREOF, the parties have executed this instrument in duplicate this _____ day of August, 1967.

CITY OF LEBANON, OREGON

By _____
Mayor

By _____
Recorder

JUNIOR CHAMBER OF COMMERCE

By _____
Title:

By _____
Title: