

A BILL FOR AN ORDINANCE AUTHORIZING  
THE MAYOR AND RECORDER TO ENTER INTO  
A LEASE WITH THE LEBANON JAYCEES,  
REPEALING ORDINANCE NO. 1267, AND  
DECLARING AN EMERGENCY.

) ORDINANCE BILL NO. 41  
) for 1967  
)  
) ORDINANCE NO. 1272  
)

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 Lebanon Jaycees, said Lease to be as follows, to-wit:

Section 2. Ordinance No. 1267 is hereby repealed.

Section 3. 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 5th day of September, 1967.

Ernest B. Hammer  
Mayor

ATTEST:

Van R. Howz  
Recorder

LEASE

THIS LEASE, made and entered into by and between the CITY OF LEBANON, hereinafter called "City", and LEBANON JAYCEES, 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 rental for said use.

III.

Lessee may not assign this Lease without the written consent of the City Council; however, the City agrees not to unreasonably withhold such consent.

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 building shall become the property of the City, free of all right, title, interest and claim of the Lessee, if the Lessee has not removed the building from the premises within six months following the date of the termination of the Lease. Should the Lessee remove the building, it shall also remove all debris and evidence of said building which exists upon the surface of the ground and leave the land in a condition that is level and clean.

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 5th day of September, 1967.

CITY OF LEBANON, OREGON

By Herbert B. Stewernick  
Mayor

By Van R. Howz  
Recorder

LEBANON JAYCEES

By Joseph Chae  
Title: President

By Harry Sneath  
Title: Second Vice President