

A BILL FOR AN ORDINANCE AUTHORIZING
AND DIRECTING THE MAYOR AND RECORDER
TO ENTER INTO A LEASE WITH LINN COUNTY
SCHOOL DISTRICT NO. 16, AND DECLARING
AN EMERGENCY.

) ORDINANCE BILL NO. 5
) for 1970


) ORDINANCE NO. 1364

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

Section 1. That the Mayor and the Recorder of the City of Lebanon are hereby authorized and directed to enter into a Lease with Linn County School District No. 16 for the use of that certain property on the east side of Fifth Street and adjacent to certain property owned by the School District, and that said Lease shall be in the following form, to-wit:

Section 2. That inasmuch as the premises described in this Lease shall have immediate occupancy by the School District and is necessary for the peace, health and safety 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 3rd day of February, 1970.


MAYOR

ATTEST:


CITY RECORDER

LEASE

Reference: ORD # 1364

THIS LEASE, made this 1ST day of JAN., 1970,
by and between CITY OF LEBANON, hereinafter called "City", and
LINN COUNTY SCHOOL DISTRICT NO. 16, hereinafter called "District";

WITNESSETH:

WHEREAS, the City owns certain property on the east side of
Fifth Street and adjacent to certain property owned by the
District; and

WHEREAS, the District desires and proposes to construct
certain athletic and recreational facilities of a nature, type
and magnitude which would require both the City's and the
District's properties; and

WHEREAS, the facilities and program can be accomplished by
the District's acquisition of a leasehold interest in the City's
property.

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

Beginning at a point at the intersection of the
North line of Rose Street with the East line of Fifth
Street in the City of Lebanon, Linn County, Oregon,
and running thence North $0^{\circ} 23\frac{1}{2}'$ West a distance of
711.81 feet to the true place of beginning; thence
North $89^{\circ}44'$ East a distance of 327.14 feet; thence
South $0^{\circ}21'$ East a distance of 252.81 feet; thence
South $89^{\circ}44'$ West a distance of 326.44 feet to the
East side of Fifth Street; thence North along the
East boundary of Fifth Street 252.81 feet to the
true place of beginning,

at a rental of \$10.00 per year, payable on the first day of
January of each year, for a term of five (5) years beginning on
the 1st day of January, 1970, and ending on the 1st day of
January, 1975.

IT IS FURTHER COVENANTED AND AGREED BETWEEN THE PARTIES:

1. The City reserves unto itself the right to use said
premises at all times and in any manner which does not interfere
with the use of the premises by the District or depreciate the

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

2. The District shall use the premises for P.E., athletic, instructional and recreational purposes only. It shall improve the premises by the construction of P.E. and recreational facilities and in this respect may make minor changes in the contour of the premises, but shall not make major changes or "improvements" without first submitting to the City plans and specifications thereof and obtaining the consent of the City.

3. The District agrees to release and indemnify and save harmless the City from and against all liability, costs and expense for loss of or damage to property and for injury to or death of persons on the premises when the premises are under the control of the District; but not when the premises are under the exclusive control of the City, or when such damage may have resulted from any activities sponsored solely by the City. This paragraph shall not be construed as a waiver of any governmental immunity available either to the District or to the City, nor shall it be construed as giving any cause of action to any party as a third party beneficiary or otherwise. The District shall provide the City with copies of insurance in form and amount satisfactory to the City, insuring the liability of the District under this Lease.

4. The District agrees, at its expense, to furnish the material and erect and maintain a substantial fence enclosing the combined premises of the parties, which fencing shall have adequate provisions for its opening or removal so as to permit the use of the combined premises by the City at times which are agreeable to the parties.

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 60 day written Notice by either party to the other, prior to the end of any year.

6. At the final termination of this Lease by either expiration of time or Notice between the parties, the District shall have the right to remove all of its personal property, and also such of its other facilities the removal of which does not cause a reduction in the value of the premises or does not cause a dimunition in the utility of the premises to the City.

IN WITNESS WHEREOF, the parties have hereunto executed this Lease in duplicate this 1st day of January, 1970.

LESSOR (CITY OF LEBANON
(
(By John E. Eggen
(Title: Mayor

LESSEE (LINN COUNTY SCHOOL DISTRICT NO. 16
(
(By George M. Henderson
(Title: Supt. - Clerk