

436

ORDINANCE NO. 436
By Councilman LATTIG.

AN ORDINANCE VACATING A PORTION OF THAT CERTAIN ALLEY
RUNNING IN A NORTHERLY AND SOUTHERLY DIRECTION THROUGH
BLOCK TWO (2) OF MASTERS ORIGINAL TOWNSITE OF PAYETTE,
IDAHO, AND PROVIDING THAT THE VACATED PORTION SHALL PASS
TO AND BECOME A PART OF THE ABUTTING LOTS.

Be it ordained by the Mayor and Council of the City of Payette,
Idaho:

Section 1: That the following described portion of that cer-
tain alley running in a northerly and southerly direction through
Block 2 of Masters Original Townsite of Payette, Idaho, situate in
The City of Payette, County of Payette, State of Idaho, (in the
northeast quarter of the southeast quarter of Section 33, Township
9 North, Range 5 West of the Boise Meridian) and more particularly
described as follows, to-wit:

Beginning at the Northwest corner of Lot 17 of Block 2 of
Masters Townsite of Payette, Idaho, (in the Northeast
quarter of the Southeast quarter of Section 33, Township
9 North, Range 5 West, Boise Meridian); and running thence
South along the East side line of the alley a distance of
75 feet to the East and West center line of Lot 15 of said
Block 2; thence West 10 feet to the West side of said alley;
thence North along the West side of said alley a distance
of 75 feet to the Northeast corner of Lot 4 of said Block 2;
thence East 10 feet to the place of beginning,

be, and the same is hereby vacated.

Section 2. That the portion of said alley so vacated by Section
1 of this ordinance, revert to and become a part of the abutting lots,
on the East and West sides thereof, respectively.

Section 3. This ordinance shall be in full force and effect from
and after its passage, approval and publication.

Passed and approved this 3rd day of May, A. D., 1938.



Mayor.

ATTEST.


City Clerk.

OIL AND GAS LEASE.

AGREEMENT: Made and entered into the 28th day of March, 1938, by and between The City of Payette, Idaho, a municipal corporation, acting pursuant to an Ordinance duly enacted, hereinafter called Lessor, and J. F. Jacobs, Trustee, hereinafter called Lessee:

WITNESSETH: That the said Lessor, for and in consideration of One and no/100 (\$1.00) Dollar, cash in hand paid, the receipt of which is hereby acknowledged, and of the covenants and agreements hereinafter contained on the part of Lessee to be paid, kept and performed, has granted, demised, leased and let and by these presents does grant, demise, lease and let unto the said Lessee for the sole and only purpose of mining and operating for oil and gas and of laying of pipe lines, and of building tanks, powers, stations and structures thereon to produce, save and take care of said products, all that certain tract of land situate in the City and County of Payette, State of Idaho, described as follows, to-wit:

Block 8 of Tioga Plat of the City of Payette, Idaho, being a part of Section 33, Township 9 North, Range 5 West, B. M., and containing 5 acres, more or less.

IT IS AGREED that this lease shall remain in force for a term of Three (3) years from date hereof, and as long thereafter as oil or gas or either of them is produced from said land by Lessee, however, in no event to exceed twenty-five (25) years.

In consideration of the premises the said lessee covenants and agrees:

1st. To deliver to the credit of Lessor, free of cost in the pipe line to which lessee may connect wells on said land, the equal one-eighth (1/8) part of all oil produced and saved from the leased premises.

2nd. To pay to Lessor one-eighth (1/8) of the gross proceeds each year, payable monthly, for the gas from each well where gas only is found, while the same is being used off the premises, and if used in the manufacture of gasoline a royalty of one-eighth (1/8), payable monthly at the prevailing market rate for gas; Lessor to have gas free of cost from any such well for all stoves and inside lights in any one dwelling erected upon the leased premises during the same time, by making lessor's own connection with the well at Lessor's own risk and expense.

and
3rd. To pay Lessor for gas produced from any oil well/used off the premises or in the manufacture of gasoline, a royalty of one-eighth (1/8) of the proceeds, at the mouth of the well, payable monthly at the prevailing market rate. If no well be commenced upon some part of the "Community Block" as required by the community agreement, this lease shall terminate as to both parties.

Should the first well drilled on this community block be a dry hole, then and in that event, if a second well is not commenced on said block within twelve months from date, this lease shall terminate as to both parties; likewise, if the second well should be a dry hole, then and in that event, if a third well is not commenced on said block within two years from date, this lease shall terminate as to both parties.

If said Lessor owns a less interest in the above described land than the entire and undivided fee simple estate therein, then the royalties and rentals herein provided for shall be paid the said Lessor only in the proportion which Lessor's interest bears to the whole and undivided fee.

Lessee shall have the right to use, free of cost, gas, oil and water produced on said land for Lessee's operations thereon, except water from the wells of Lessor.

When requested by lessor, Lessee shall bury Lessee's pipe lines below plow depth. Provided, further that the surface of said property shall be in no-wise disturbed or interfered with.

No well shall be drilled unless the site therefor shall be approved by the Lessor.

Lessee shall pay for damages caused by Lessee's operations to growing crops on said land, and Lessee shall furnish Lessor indemnity, suitable to Lessor, against public liability and property damages, chargeable against Lessor, arising on account of any operations of Lessee on said premises.

Lessee shall have the right at any time to remove all machinery and fixtures placed on said premises, including the right to draw and remove casing.

If the estate of either party hereto is assigned--and the privilege of assigning in whole or in part is expressly allowed--the covenants hereof shall extend to their heirs, executors, administrators, successors or assigns, but no change in the ownership of the land or assignments of rental or royalties shall be binding on the Lessee until after the Lessee has been furnished with a written transfer or assignment or a true copy thereof; and it is hereby agreed that in the event this lease shall fail or make default in the payment of the proportionate part of the rents due from him or them, such default shall not operate to defeat or affect this lease in so far as it covers a part or parts of said lands upon which the said lessee or any assignee thereof, shall make due payment of said rental, and this lease shall never be forfeited for non-payment of any rental due until after at least ten (10) days written notice by registered mail or in person shall have been given the lessee.

Lessor hereby warrants and agrees to defend the title to the lands herein described, and agrees that the lessee shall have the right at any time to redeem for Lessor, by payment, any mortgages, taxes or other liens on the above described lands. In the event of default of payment by Lessor, and be subrogated to the rights of the holder thereof, and the undersigned Lessor, for itself and its heirs, successors and assigns, hereby surrender and release all community interest, right of dower and homestead in the premises described herein, insofar as said community interest, right of dower and homestead may in any way affect the purpose for which this lease is made, as recited herein.

IN TESTIMONY WHEREOF, We sign this the 28th day of March, 1938.

Attest:

J. M. Williams
City Clerk

CITY OF PAYETTE, IDAHO.

by *J. R. ...*
Mayor Lessor

Lessee.

STATE OF IDAHO,)
 : ss.
County of Payette)

On this 28th day of March, in the Year 1938, before me, John T. Kenward, a Notary Public in and for said State, personally appeared I. R. Woodward, known to me to be the duly qualified and acting Mayor of the City of Payette, Idaho, that executed the foregoing instrument, and acknowledged to me that such City of Payette, Idaho, executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official Seal, the day and year in this certificate first above written.

Notary Public for the State of Idaho,
Residing at Payette, Idaho.

1st Ave South

Sixth Street

10	vacated by Ordinance May 22, 1928	10	20
9		10	19
8		10	18
7		10	17
6		10	16
5		10	15
4		10	14
3		10	13
2		10	12
1		10	11

J.C. Pollock Farmers Co-go Creamery Co

Alley vacated by Ordinance No 381 July 1930

vacation of alley desired

J.C. Pollock Farmers Co-go Creamery

Lillian Roseman Powell

7th Street

2nd Ave South
 Plat of Block 2 of Masters Townsite
 showing ownership of lots

Ordinance # 436
 Filed 7-17-46