

ORDINANCE NO. 423

By Councilman FULTON

AN ORDINANCE PROVIDING FOR THE LEASING OF CERTAIN CITY PROPERTY TO PAYETTE COUNTY AND THE GIVING OF AN OPTION TO PURCHASE THEREON TO PAYETTE COUNTY.

BE IT ORDAINED BY THE MAYOR AND THE CITY COUNCIL OF THE CITY OF PAYETTE, IDAHO:

Section 1.- Whereas, The City of Payette is the owner of a city building situate upon Lots 8, 9 and 10 in Block 7 of Gorrie's Addition to the City of Payette, Idaho; and

Whereas, said building has been under lease by Payette County for approximately 20 years; and

Whereas, said building is too large for practical use by the city and that only portions thereof are necessary for the use of the city; and

Whereas, The County of Payette has been contemplating the building of a new building for the use of the officers of said county, and Whereas, such action would leave the city with the burden of maintaining the whole of such building at a great expense; and

Whereas, it is to the best public good of the City and County of Payette that such building be leased to the County of Payette for a term of four years with an option to purchase same at the end of said period.

Section 2. NOW THEREFORE, It is hereby ordained that the Mayor and the City Clerk be, and they are hereby authorized to enter into the lease agreement, a copy of which is attached hereto, referred to and by such reference made a part hereof, leasing Lots 8, 9, and 10 of Block 7 of Gorries Addition to Payette, Idaho, to the County of Payette, Idaho, for a term of four years as provided in said agreement, at the rent for said term of \$2400.00 per annum, and to grant to the County of Payette, the right and option from December 31, 1940, to December 31, 1941, to purchase said building and grounds excepting the reservations noted in said lease agreement, for the sum of \$2400.00.

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

Passed and approved June 21, 1937.

ATTEST

J. J. Williams
City Clerk.

[Signature]
Mayor

THIS AGREEMENT, Made and entered into in duplicate this 21st day of June, A. D., 1937, between the City of Payette, State of Idaho, a municipal corporation, hereinafter referred to as lessor and the County of Payette, State of Idaho, a quasi-municipal corporation and political subdivision of the State of Idaho, hereinafter referred to as lessee;

WITNESSETH: That the lessor for and in consideration of the covenants and agreements hereinafter contained to be kept and performed by the lessee, has leased and demised, and by these presents does lease and demise to lessee, the following described premises situate in the City and County of Payette, State of Idaho, to-wit:

Lots 8, 9, and 10 of Block 7 of Corries Addition to the City of Payette, Idaho, together with the tenements, hereditaments and appurtenances thereto belonging; excepting and reserving for the use of lessor, the office of the City Clerk and Chief of Police and the vault used in connection therewith, the use of the City Council Chamber when needed by the City Council of said City, the use of the jail in the basement of said building for the confinement of city prisoners when needed, (the keep of said prisoners to be paid by said City) the city fire station in the rear of said building and the city equipment shed in said building and the city equipment shed which is situate adjacent to said building upon said lots;

to be occupied and used as offices for county officers, a county court house and a jail for county prisoners and for no other purposes whatsoever.

TO HAVE AND TO HOLD, The same from the 21st day of June, 1937, until the 21st day of June, 1941, and the lessee, in consideration of said demise, covenants and agrees with lessor as follows:

1. To pay as rent for said premises for said term, the sum of \$2400.00 per annum, payable to lessor at the office of the City Clerk of the City of Payette, Idaho, as follows, to-wit:

\$1200.00 upon the execution of this agreement, the receipt whereof is hereby acknowledged by the City of Payette;

\$1200.00 on December 31, 1937;
\$1200.00 on June 30, 1938;
\$1200.00 on December 31, 1938;
\$1200.00 on June 30, 1939;
\$1200.00 on December 31, 1939;
\$1200.00 on June 30, 1940; and
\$1200.00 on December 31, 1940.

2. That lessee will keep said premises in good repair and furnish janitor service, lights and heat for all of said building including the portions thereof used by lessor, excepting that portion of said building which is used by lessor as a fire station and equipment shed, for which portion, lessee agrees to furnish lights only.

3. At the termination of this lease by lapse of time or otherwise, unless the option hereinafter granted be exercised, to yield up immediate possession of said premises to the lessor in as good condition as the same now are reasonable wear and damage by the elements excepted.

It is expressly agreed if default be made in the payment of the rent above provided, or in any covenant herein contained, to be kept and performed by lessee, it shall be lawful for lessor, without notice, to declare said term ended, and to reenter said premises with, or without process of law and to remove all persons therefrom and lessor shall have a lien upon all property therein belonging to lessee, whether exempt by law or not, as security for the rent provided.

It is further agreed that lessee may make, or cause to be made, such improvements to said building, or on said lots, not herein reserved to lessor, as it may see fit, except that lessee agrees not to diminish the value of said property below the present standard thereof.

Lessee agrees not to sublet any part of said building or grounds or the whole thereof without the written consent of the lessor.

In consideration of the faithful performance of the covenants hereof, lessor hereby gives to lessee the right and option for a period from December 31, 1940 to December 31, 1941, to purchase said building and grounds excepting and reserving to lessor those portions thereof excepted and reserved herein for the sum of \$2400.00.

In the event said option be exercised, lessor agrees to convey said premises to lessee, less the reservations herein noted, and it is agreed that from thenceforth, the maintenance and upkeep of said building shall be borne by the respective parties in proportion to their use thereof.

IN WITNESS WHEREOF, The parties have caused the due execution of these presents the day and year first above mentioned.

CITY OF PAYETTE, IDAHO

ATTEST:

W. J. T. Williams
City Clerk.

By I. R. Woodward
Mayor

COUNTY OF PAYETTE, STATE OF IDAHO

ATTEST:

William Wilson
Clerk of the District Court and
Ex-Officio Clerk of the Board of
County Commissioners of Payette
County, Idaho.

By N. M. Jensen
Chairman of the Board of County
Commissioners of Payette County,
Idaho.

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

On this 21st day of June, A. D., 1937, before me, John T. Kenward, a Notary Public in and for said State, personally appeared I. R. Woodward, known to me to be the Mayor of the City of Payette, Idaho, that executed the foregoing instrument, and acknowledged to me that said 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.

John T. Kenward
Notary Public for Idaho,
Residing at Payette, Idaho.

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

On this 21st day of June, A. D., 1937, before me, John T. Kenward, a Notary Public in and for said State, personally appeared N. M. Jensen, known to me to be the Chairman of the Board of County Commissioners of Payette County, Idaho, that executed the foregoing instrument, and acknowledged to me that said County 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.

John T. Kenward
Notary Public for Idaho,
Residing at Payette, Idaho.