

165060

NAME FOR RECORD Sept 24, 1917 NO. REQUEST OF copy same
 NAME L. KENNETH BRENNER COUNTY RECORDER BOOK NO. 57 delivered 12/19/18
3 file same, see see 3-

That triangular tract of land known
as Block 16, West End Addition to
Sandpoint, Idaho.

(1) Rental for said properties shall be the sum of One Dollar (\$ 1.00) per year, payable in advance at the beginning of each year hereof. The term of the lease shall be thirty (30) years. Lessee shall have the option to renew this lease for a like period on each successive termination.

(2) The Lessee agrees that it shall within a period of two years from the date hereof erect a building upon said property approximately 40 X 100 feet in size according to the plans and specifications which the Lessor has previously approved and which are acceptable to said Lessor. That said Lessee shall keep said building insured and shall keep said building and the grounds in a good state of repair and maintenance. The Lessee shall be solely responsible for such improvements to be placed upon said property and at the expiration of the term of this lease, said building and improvements shall revert to said Lessor.

(3) The Lessee shall not use the premises for any purpose in violation of any federal, state or municipal law.

(4) Lessee shall have the right at its own expense from time to time during the lease term to improve or alter the demised premises.

(5) Nothing contained in this lease shall be construed to authorize Lessee to do any act or make any contract so as to encumber in any manner the title of Lessor to the premises hereby demised or to create any claim or lien on or against the interest of Lessor in any building construction of which is authorized under this lease. It is expressly agreed that all the expenses of the erection, equipping, repairing, improving, and altering of such building by Lessee shall be promptly paid by Lessee, as required by the terms of any contract therefor.

(6) If Lessee shall assign or attempt to assign its interest in the whole or any part of the demised premises the lease shall there upon terminate.

(7) Lessee, at his own expense shall maintain the demised premises and appurtenances thereto in good repair, allowing for ordinary wear and tear.

(8) Lessee shall pay and discharge, when due, as part of the rental of the demised premises, any taxes of whatever name, nature and kind.

(9) Lessor shall provide sewer and water hook-ups. Lessee shall be responsible for all utility service.

(10) The Mayor and Council of the City of Sandpoint have by resolution authorized the leasing of said above described property, the subject of this lease, and have found, and do find, that the same is not needed for City purposes and deem all the terms and conditions herein set forth to be just and equitable.

IN WITNESS WHEREOF, Lessor and Lessee have executed this instrument the day and date first above written.

CITY OF SANDPOINT, IDAHO

By: Lester R. Brown
MayorAttest: David L. Easton
City Clerk

LESSOR

BONNER COUNTY SENIOR CITIZENS COUNCIL, INC.

By: Harold Aavedal
Vice-President

LESSEE

STATE OF IDAHO)
County of Bonner,) ss.

On this 16th day of APRIL, 1975, before me, the undersigned, a Notary Public for said State, personally appeared LESTER R. BROWN and DAVID L. EASTON, known to me to be the Mayor and City Clerk respectively of the CITY OF SANDPOINT, IDAHO, and the persons whose names are subscribed to the above and foregoing instrument, and acknowledged to me that they executed said instrument in such capacity for and upon behalf of said City of Sandpoint and that said City of Sandpoint executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and the seal the day and date last above written.

Josephine M. Hansen
Notary Public, residing at
Sandpoint, Idaho.

STATE OF IDAHO)
County of Bonner,) ss.

On this 16 day of April, 1975, before me, the undersigned, a Notary Public for said State, personally appeared HAROLD AAVEDAL, known to me to be the Vice-President of BONNER COUNTY SENIOR CITIZENS COUNCIL, INC., and the person whose name is subscribed to the above and foregoing instrument, and acknowledged to me that he executed the same in such capacity for and upon behalf of said Bonner County Senior Citizens Council, Inc., and that said organization executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and seal the day and date last above written.

ROGER HANZON
Notary Public, residing at
Sandpoint, Idaho

LEASE -3-

✓
324 n. 1 n.
215

DEDICATION

RECITAL:

It is the opinion of the Mayor and Council of the City of Sandpoint that the elderly (i.e., persons 55 years of age and older) are needful of an adult recreation area and meeting place, and

The Bonner County Senior Citizens Council, Inc., is a non-discriminatory, non-denominational and non-profit charitable organization that has as its general corporate purposes the well-being of persons 55 years of age and older. Such Senior Citizens Council has offered to erect a building on the following described property in the City of Sandpoint:

That triangular tract of land known as Block 16,
West End Addition to Sandpoint, Idaho,

and the said Senior Citizens Council have offered to dedicate the use of such building for the benefit of the Senior Citizens of the community.


NOW THEREFORE, BE IT RESOLVED:

The City of Sandpoint dedicates the above described land to the use and benefit of the senior citizens of this community. Specifically, the Senior Citizens Council, Inc., shall be permitted to erect a building on said premises for the use and benefit of said senior citizens (i.e., persons of the age of 55 years and older), and such senior citizens are without discrimination based upon race, creed, or political affiliation permitted the use of such property. The Senior Citizens Council, Inc., is authorized and empowered to adopt such reasonable rules and regulations as may be necessary to provide the efficient and non-discriminatory use of such property and to charge such reasonable fees as may be necessary to provide for the maintenance, upkeep and depreciation


of such facility. Such rules, regulations and fees shall not be in conflict with rules, regulations and fees appertaining to the use of such property as may from time to time be hereafter adopted by this Mayor and Council or its successors.

BE IT FURTHER RESOLVED, that nothing hereinabove shall be deemed to create a vested interest in such property in the Bonner County Senior Citizens Council, Inc., or any other person or organization.

This Resolution enacted at a regular meeting of the Mayor and Council of the City of Sandpoint this 10th day of February 1975.


Mayor

ATTEST:


City Clerk

ADDENDUM TO LEASE

This Addendum, dated this 22nd day of January, 1986, by and between the City of Sandpoint, Lessor, and The Bonner County Senior Citizens Council, Inc., Lessee, is entered into between the parties to amend section 2 of that Lease between the above-referenced parties dated April 16, 1975, by adding the following paragraph:

It is further understood and agreed that The Bonner County Senior Citizens Council, Inc., is the recipient of federal grant funds for the construction of a 24' x 24' metal two car garage. It being a condition of the grant that when the garage is no longer used by The Bonner County Senior Citizens Council, Inc., such improvement shall revert to the federal funding agency, the City agrees to this as a single exception to the condition of the Lease which requires that all buildings and improvements shall revert to the Lessor.

It is further mutually agreed between the parties that this Addendum shall be affixed to the aforesaid Lease and marked "Addendum To Lease", and that all other terms and conditions of said Lease are otherwise reaffirmed.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals the day and year first above written.

CITY OF SANDPOINT

ATTEST:

Helen M. Newton
HELEN M. NEWTON, CITY CLERK

Marian L. Ebbett
MARIAN L. EBBETT, MAYOR

BONNER COUNTY SENIOR CITIZENS COUNCIL, INC.

By: Alamae Cox
ALAMAE COX, VICE-CHAIRMAN

STATE OF IDAHO)
 :SS
County of Bonner)

On this 22nd day of January, 1986, before me, the undersigned Notary Public for the State of Idaho, personally appeared Marian L. Ebbett and Helen M. Newton, the Mayor and City Clerk respectively of the City of Sandpoint, an Idaho municipal corporation, known to me to be the Mayor and City Clerk, and acknowledged to me that they executed the same as such Mayor and City Clerk.

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

Josephine M. Benson

Notary Public for State of Idaho
Residing at Sandpoint
My commission expires: 11/87

STATE OF IDAHO)
 :SS
County of Bonner)

On this 13th day of January, 1986, before me, the undersigned
Notary Public for the State of Idaho, personally appeared
Glennae Cox, known to me to be the Vice-Chairman
of The Bonner County Senior Citizens Council, Inc., and the person
whose name is subscribed to the above and foregoing instrument, and
acknowledged to me that she executed the same in such capacity for
and on behalf of said Bonner County Senior Citizens Council, Inc.,
and that said organization authorized the execution of the same.

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

Selen M. Deaton

Notary Public for State of Idaho
Residing at Sandpoint
My commission expires: Life

No.: 3-86
Date: January 21, 1986

RESOLUTION
OF THE CITY COUNCIL
CITY OF SANDPOINT

TITLE: Addendum to Lease with Bonner County Senior Citizens Council

WHEREAS: On April 16, 1975, the City of Sandpoint entered into a Lease with the Bonner County Senior Citizens Council, Inc., leasing to them that triangular tract of land known as Block 16, West End Addition; and,

WHEREAS: Said Lease provides that all buildings and improvements shall revert to the City of Sandpoint upon expiration of said Lease; and,

WHEREAS: The Bonner County Senior Citizens Council, Inc. obtained grant funding to construct a metal two car garage, provided that upon expiration of the aforementioned Lease, this building would refert to the funding agency; and,

WHEREAS: In order to obtain said grant funding, an addendum amending said Lease was necessary; and,

WHEREAS: Said Addendum to Lease has been written.

NOW, THEREFORE, BE IT RESOLVED THAT: The Addendum to Lease, a copy of which is marked Exhibit "A" and attached hereto as if fully incorporated herein, be approved; and,

BE IT FURTHER RESOLVED THAT: The Mayor and City Clerk be authorized to execute said Addendum to Lease on behalf of the City of Sandpoint.

Attest:


Marian L. Ebbett, Mayor


Helen M. Newton, City Clerk

COUNCIL MEMBERS	YES	NO	ABSTAIN	ABSENT
(1) Venishnick - second	X			
(2) Deshon	X			
(3) Staglund	X			
(4) Shelly	X			
(5) Hawkins	X			
(6) Miller - motion	X			

Bonner County Senior Citizen Services

P. O. Box 1007, 425 Forest — Phone 263-6860

Sandpoint, Idaho 83864

P.O. Box 1007,
Sandpoint, Idaho 83864
November 26, 1985

Sandpoint City Council & Clerk,
Sandpoint, Idaho 83864

We have federal funding to build a two car garage building, 24 foot by 24 foot, to house our Bonner County Senior Citizen Vans.

We are asking for an amendment to the current lease for Bonner County Senior Citizen building.

See attached letter.

Sincerely,



Alamae Cox, Vice Chairman
Bonner County Senior Citizen Council

REAL PROPERTY

§ 74.134 Real property.

Except as otherwise provided by federal statutes, real property to which this subpart applies shall be subject to the following requirements, in addition to any other requirements imposed by the terms of the grant:

(a) *Use.* The property shall be used for the originally authorized purpose as long as needed for that purpose. When no longer so needed, approval of the granting agency may be requested to use the property for other purposes. Use for other purposes shall be limited to:

(1) Projects or programs supported by other Federal grants or assistance agreements.

(2) Activities not supported by other Federal grants or assistance agreements but having, nevertheless, purposes consistent with those of the legislation under which the original grant was made.

(b) *Transfer of title.* Approval may be requested from the granting agency to transfer title to an eligible third party for continued use for authorized purposes in accordance with paragraph (a) of this section. If approval is permissible under Federal statutes and is given, the terms of the transfer shall provide that the transferee shall assume all the rights and obligations of the transferor set forth in this subpart or in other terms of the grant or subgrant.

(c) *Disposition.* When the real property is no longer to be used as provided in paragraphs (a) and (b) of this section, the disposition instructions of the granting agency shall be followed. Those instructions will provide for one of the following alternatives:

(1) The property shall be sold and the Federal Government shall be paid an amount computed by multiplying the Federal share of the property (see § 74.142) times the proceeds from sale (after deducting actual and reasonable selling and fix-up expenses, if any, from the sales proceeds). Proper sales procedures shall be used that provide for competition to the extent practicable and result in the highest possible return.

(2) The recipient shall have the option either of selling the property in accordance with paragraph (c)(1) of this section or of retaining title. If title is retained, the Federal Government shall be paid an amount computed by multiplying the market value of the property by the Federal share of the property.

(3) The recipient shall transfer the title to either the Federal Government or an eligible non-Federal party named by the granting agency. The grantee shall be entitled to be paid an amount computed by multi-

plying the market value of the property by the non-Federal share of the property. If the property belonged to a subgrantee, see § 74.143 for subgrantee's share.

EQUIPMENT AND SUPPLIES

§ 74.135 Exemptions for equipment and supplies subject to certain statutes.

(a) Some Federal statutes, in certain circumstances, permit title to equipment or supplies acquired with grant funds to vest in the recipient without further obligation to the Federal Government or on such terms and conditions as deemed appropriate. An example of such a statute is the Federal Grant and Cooperative Agreement Act of 1977, Pub. L. 95-224, which provides this authority for equipment and supplies purchased with the funds of grants (and Federal contracts and cooperative agreements) for the conduct of basic or applied scientific research at nonprofit institutions of higher education or at nonprofit organizations whose primary purpose is the conduct of scientific research.

(b) If equipment is subject to a statute of the kind described in paragraph (a) of this section, it shall be exempt from the requirements in the remaining sections of this subpart. However, an item of such equipment having a unit acquisition cost of \$1,000 or more shall be subject to § 74.136, concerning rights to require transfer, and, while subject to such a right, to the rules on replacement in § 74.138.

(c) If supplies are subject to a statute of the kind described in paragraph (a) of this section, they shall be exempt from all provisions of the remainder of this subpart which would otherwise apply.

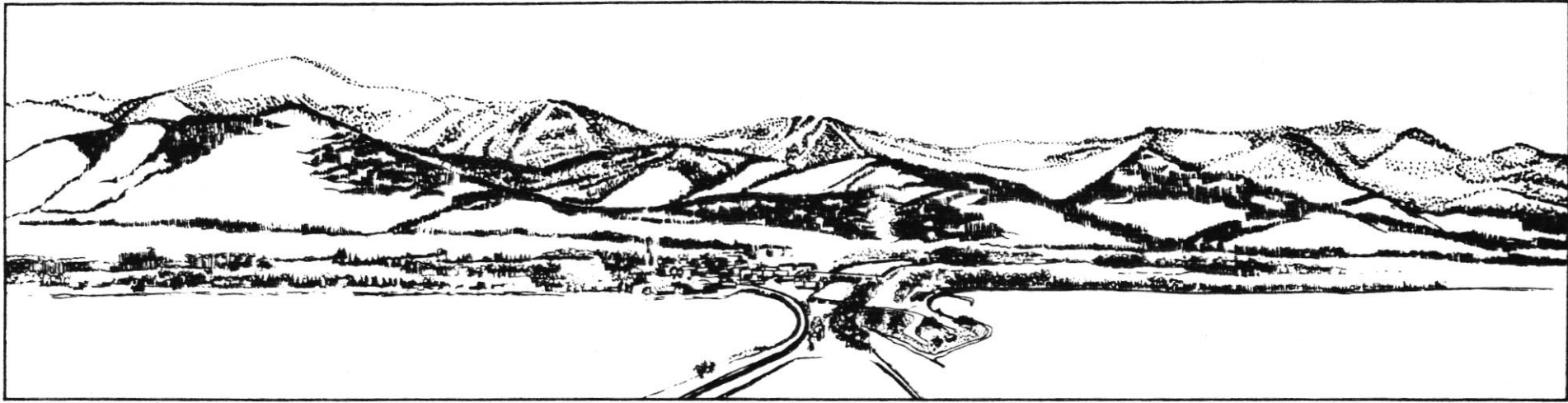
§ 74.136 Rights to require transfer of equipment.

(a) *HHS right.* For items of equipment having a unit acquisition cost of \$1,000 or more, the granting agency shall have the right to require transfer of the equipment (including title) to the Federal Government or to an eligible non-Federal party named by the granting agency. This right will normally be exercised by HHS granting agencies only if the project or program for which the equipment was acquired is transferred from one grantee to another. The right shall be subject to the following conditions:

(1) In order for the granting agency to exercise the right, a specific notice that it is exercising the right or considering doing so must be issued no later than the 120th day after the end of HHS grant support for the project or program for which the equipment was acquired. Furthermore:

(i) If the equipment, is eligible for the exemptions in § 74.135 and ceases to be needed for the project or

(SENIOR
CITIZEN
LEASE)



CITY OF SANDPOINT • CITY HALL • SANDPOINT, IDAHO 83864 • 208-263-3158

January 8, 1986

Steve Smith
Attorney at Law
P. O. Box "C"
Sandpoint, Idaho 83864

Re: Addendum to Senior Citizen Lease

Dear Steve:

At their December meeting, the city council approved the administrative committee's recommendation to write an addendum to our lease with the Senior Citizens. Enclosed is a copy of the committee's minutes and a copy of the lease.

Following addendums drafted by and on behalf of the City in the past, I wrote an addendum to the lease. Please review it, making any changes you think appropriate, and bring it with you next Tuesday.

Thank you.

Very truly yours,

CITY OF SANDPOINT

Helen M. Newton
City Clerk

Encs.

Memo To File

~~Jan 6~~ Jan. 7, 1986

109-10

+
153-00

on Monday Jan 6 I recieved a phone request from Mrs. Cox of the Senior Citizens Center to remove an old Birch tree that is leaning "dangerously" over the building. She was concerned that the tree could fall & cause personal and property damage. I had Leckner and Fiehl look at it to see if there was a ~~pr~~ serious problem. They told me it was a potential problem & should be taken down.

I personally looked at the tree with Mrs. Cox and due to the age & condition of the tree, ~~and~~ the numerous "other" trees in this area and the potential city liability, I told her she could have this ~~tree~~ tree removed at their expense.



SIDEWALK AGREEMENT

THIS AGREEMENT is entered into on the date set forth below by and between the City of Sandpoint, a municipal corporation of the State of Idaho (City), and Sandpoint Area Seniors, Inc., for the City, owner of the affected property (Owners).

WITNESSETH:

WHEREAS, Sandpoint City Code requires installation of sidewalk and curb whenever a parking lot is paved or a residence or commercial building is constructed, improved, or upgraded at a cost of between twenty-five thousand dollars (\$25,000) and seventy-five thousand dollars (\$75,000);

WHEREAS, Owners are responsible to install curb/gutter and sidewalk at 820 Main Street to City standards; and

WHEREAS, Owners request that the City defer until April 31, 2018, the requirement for curb, gutter and sidewalk installation.

NOW THEREFORE, City and Owners agree as follows:

1. The affected property, located with Sandpoint city limits, Bonner County, Idaho, is described as:

820 Main Street, RPS05000160000A, T57N, R2W, Section 22 West End Add "C" Block 16

2. The City hereby grants, until April 31, 2018, the Owners' request for deferral of the requirement to construct the curb, gutter, and sidewalks.

3. Owners agree that if the Owners fail to construct the curb, gutter and sidewalk by April 31st 2018, the City will construct the improvement. The Owners shall pay the City all costs to construct the curb, gutter and sidewalk. Such expense shall be a lien against the property.

4. This agreement shall be effective as to Owners, their heirs, and successors in interest.

IN WITNESS WHEREOF, the City by and through its Mayor and City Clerk, and Owners have set their hands and seals to be effective this 2nd day of March, 2015.

Ellen Weissman
(OWNER)
SASI EXECUTIVE DIRECTOR

Curie Logg
OWNER

STATE OF IDAHO)

) ss.

County of Bonner)

On this 2nd day of March, 2015, before me, a Notary Public, personally appeared ELLEN WEISSMAN, known to me to be the person(S) whose names(s) are subscribed herein, and acknowledged that they executed the forgoing instrument

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



Accepted by the City:

Curie Logg

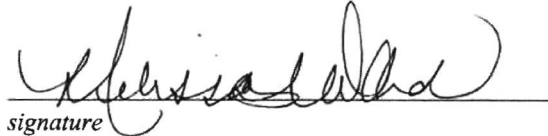
Mayor
Title

ACKNOWLEDGMENT CERTIFICATE

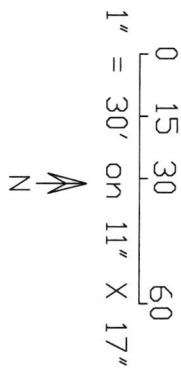
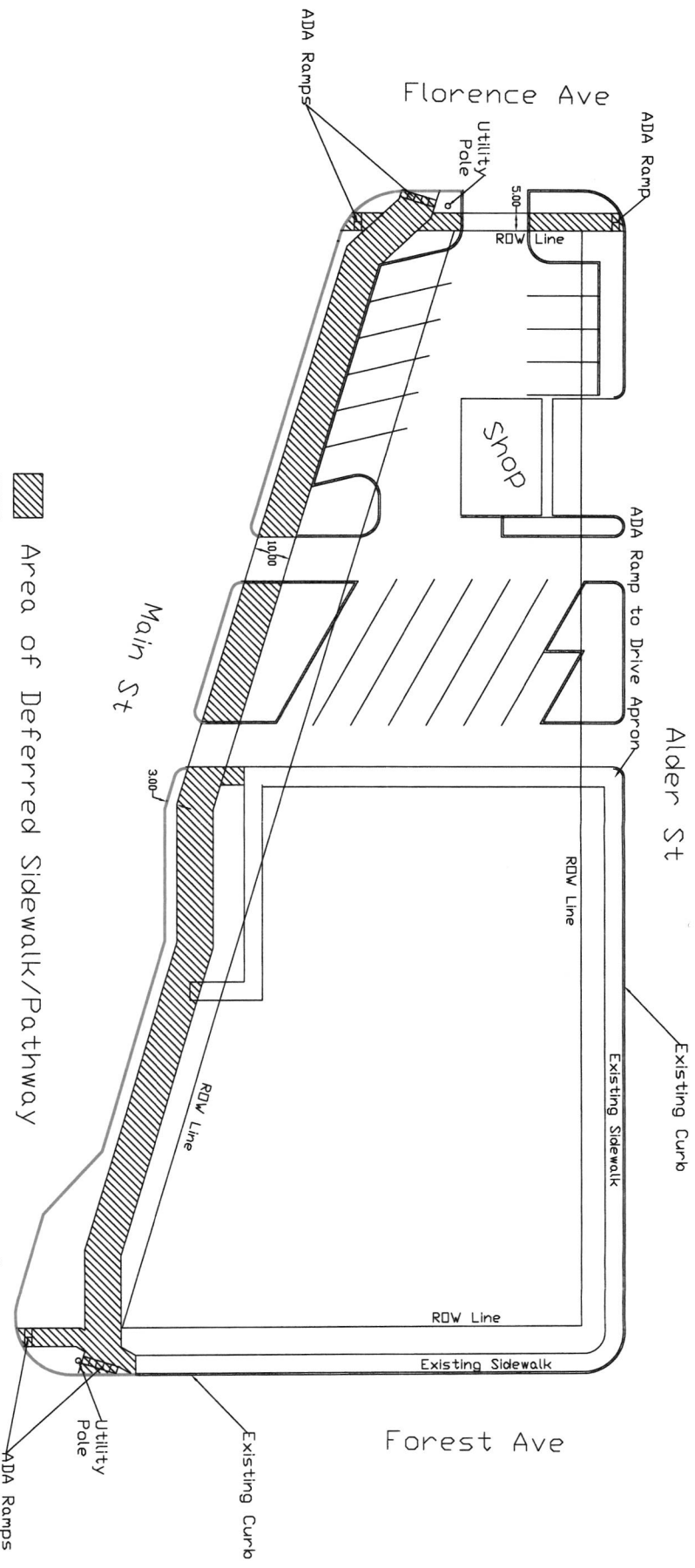
State of Idaho)
 S.S.
County of Bonner)

On March 10, 2015, Carrie Logan, Mayor of Sandpoint, Idaho, known to me to be the person whose name is subscribed to the attached Sidewalk Agreement pertaining to the Sandpoint Senior Center property at 820 Main Street in Sandpoint, personally appeared before me and acknowledged to me that she executed the same.




signature

Notary Public for the State of Idaho
Residing in Bonner County, Idaho
My Commission Expires 12/28/2015



- Area of Deferred Sidewalk/Pathway
- Area of Deferred Curb & Gutter

Note: This drawing assumes all the sidewalk, curb & gutter in the City RDW not indicated as deferred will be completed with the original project. Any work required and not completed with the project will become due with the deferred work.

All work to be completed to City of Sandpoint Standards

Project: Sandpoint Sr. Center		City of Sandpoint		Date 3/4/15	Sheet No. 1 of 1
Sheet Title: Pathway and Sidewalk Deferral		1123 Lake St		Revision:	
		Sandpoint, ID 83864		Drawn by BVR	
		PW Dept (208) 255-1877			

3/3/15

471253

No.: 95 - 30
Date: July 17, 1995

RESOLUTION
OF THE CITY COUNCIL
CITY OF SANDPOINT

TITLE: ADDENDUM TO LEASE TO BONNER COUNTY SENIOR CITIZENS

WHEREAS: On April 16, 1995, the City of Sandpoint (the "City"), a municipal corporation of the State of Idaho, as lessor and the Bonner County Senior Citizens Council, Inc., a non-profit organization incorporated on January 21, 1974, as lessee, entered into a lease agreement whereby the City leased to the Bonner County Senior Citizens Council, Inc., that triangular tract of land known as Block 16, West End Addition to Sandpoint, Idaho, recorded as document number 165060 in the records of Bonner County, Idaho; and,

WHEREAS: The Sandpoint Area Seniors, Inc., a non-profit organization, was incorporated on January 7, 1988, which corporation has succeeded in interest the management and operations of the senior center facility located on the property leased by the City to the Bonner County Senior Citizens Council, Inc.; and,

WHEREAS: The Bonner County Senior Citizens Council, Inc., has requested that the City transfer the name of the lessee to the Sandpoint Area Seniors, Inc..

NOW, THEREFORE, BE IT RESOLVED THAT: The lessee hereby agrees to the request of the Bonner County Senior Citizens Council, Inc., that the named lessee be changed from the Bonner County Senior Citizens Council, Inc. to the Sandpoint Area Seniors, Inc.; and,

BE IT FURTHER RESOLVED THAT: This addendum shall supersede, modify and alter the original lease where applicable.

ATTEST:

Helen M. Newton
Helen M. Newton, City Clerk

Ronald G. Chaney
Ronald G. Chaney, Mayor

CITY COUNCIL MEMBERS

- (1) Miller
- (2) Hanson - Second
- (3) Vandenberg
- (4) Sawyer
- (5) Johnson - Motion
- (6) Staglund

YES

X
X
X
X
X
X

NO

ABSTAIN

FILED BY Deborah Scott
95 AUG 29 AM 11 07
MARIE SCOTT
RECORDER OF BONNER
COUNTY BY SC DEP.

July 14, 1995

TO: Mayor and City Council

FROM: City Clerk Helen Newton

RE: Request by Senior Citizens

Pursuant to the discussion at the administrative committee meeting, I have on file in my office copies of the certificates of incorporation from the Idaho Department of State for both the Bonner County Senior Citizens Council, Inc. and the Sandpoint Area Seniors, Inc.. I also have the written request from the president and secretary-treasurer of the Bonner County Senior Citizens Council that this transfer of name be made. Because of the number of pages involved, I have not copied all of these documents for you but they are available in my office for your examination if you wish.

To Council pkts 7/17/95