

RESOLUTION
OF THE CITY COUNCIL
CITY OF SANDPOINT

NO.: 32 - 79
DATE: June 18, 1979

52

223872

Original
in Lease File

LEASE

This Lease made and entered into this 18th day of June, 1979, by and between the City of Sandpoint, Idaho, a political subdivision of the State of Idaho, Lessor, and the Bonner County Historical Society, a non-profit organization, Lessee.

WITNESSETH: That for and in consideration of the hereinafter set forth covenants made and to be performed, the Lessor does hereby lease, let, and demise unto the Lessee the following property situated in Bonner County, State of Idaho, to wit:

Beginning at a point which is the intersection of the centerlines of Ontario Street and South Ella Avenue; thence South 2° 51' 50" West, 307.21 feet to the true point of beginning; thence South 87° 8' 10" East, 297.50 feet; thence South 2° 51' 50" West, 206.06 feet; thence North 87° 8' 10" West, 297.50 feet; thence North 2° 51' 50" East, 206.06 feet to the true point of beginning.

I

Rental for said property shall be the sum of One Dollar (\$1.00) per year, payable in advance of the beginning of each year hereof. The term of the Lease shall be forty (40) years. Lessee shall have the option to renew this Lease for a like period on each successive termination.

II

Lessee shall construct a museum building upon said property according to the plans and specifications which the Lessor has previously approved.

III

Lessee shall keep the building insured and shall keep the building and grounds in a good state of repair and maintenance.

IV

Lessee shall be solely responsible for improvements to be placed upon the property, and at the expiration of the term of this Lease, the building

Return to City of Sandpoint
City Hall
Sandpoint, Idaho

905 Ontario

and improvements shall revert to the Lessor.

V

That Lessee shall not use the premises for any purposes in violation of any Federal, State or Municipal law.

VI

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 the Lessor to the premises hereby demised without the prior written consent of the Lessor or to create any claim or lien on or against the interest of the Lessor in any building construction of which is authorized under this Lease without the prior written consent of the Lessor. It is specifically and expressly agreed that all the expenses of erecting, 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.

VII

If Lessee shall assign or attempt to assign its interest in the whole or any part of the demised premises, the Lease shall thereupon terminate.

VIII

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

IX

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

X

The Lessor shall provide sewer and water hookups. Lessee shall be responsible for all utilities service.

XI

All improvements to the above-described property, including, but not

limited to, landscaping and parking facilities, shall be subject to prior written approval by the Lessor. Nothing contained herein shall be construed to permit any expansion of the approved facilities without the prior written consent of the Lessor.

XII

The following parcel of real property is further leased to the Lessee by the Lessor subject and under the same conditions as previously set forth above in addition thereto said property described below is leased to the Lessee subject to the limitation that said area shall be used as an exhibit area and no permanent structures or improvements shall be made on said property. Furthermore, it is expressly understood and agreed between the Lessor and the Lessee that excluded from the property described below hereby leased is the structure and building commonly referred to as the Lions Club building located thereon and said building is excluded from use by the Lessee until such time as the building is removed and the land is no longer used by the Lions Club of Sandpoint, Idaho. Said property is described as follows, to wit:

Beginning at a point which is the intersection of the centerlines of Ontario Street and South Ella Avenue; thence South $20^{\circ}51' 50''$ West, 210.52 feet; thence South $87^{\circ} 8' 10''$ East, approximately 15 feet to the East right-of-way line of South Ella Avenue, the true point of beginning; thence continuing South $87^{\circ} 8' 10''$ East, 282.50 feet; thence South $20^{\circ} 51' 50''$ West, 96.69 feet; thence North $87^{\circ} 8' 10''$ West, approximately 296.50 feet to the East right-of-way line approximately 98 feet to the true point of beginning.

XIII

It is expressly agreed and understood between the parties hereto, the Lessor and the Lessee, that the following described parcel of property shall remain open space and no structures or improvements shall be located thereon. Said property is not leased hereby to the Lessee by the Lessor, but as a term and condition of the Lease set forth above, the parties agree as herein-

above set forth in this paragraph. Said property is described as follows,

to wit:

Beginning at a point which is the intersection of the centerlines of Ontario Street and South Ella Avenue; thence South $2^{\circ} 51' 50''$ West, 30.0 feet, thence South $87^{\circ} 8' 10''$ East, 30 feet to the East right-of-way line of South Ella Avenue, the true point of beginning; thence continuing South $87^{\circ} 8' 10''$ East, 267.50 feet, thence South $2^{\circ} 51' 50''$ West, 180.52 feet, thence North $87^{\circ} 8' 10''$ West, approximately 282.50 feet to the East right-of-way line of South Ella Avenue; thence Northerly along said right-of-way line approximately 212 feet to the true point of beginning.

XIV

The Lessee shall not engage in any activity nor adopt any policies interfering or inconsistent with the use of the surrounding park area.

The demised premises shall immediately revert to the Lessor upon the breach, by the Lessee, of any of the provisions herein.

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

LESSOR: CITY OF SANDPOINT, IDAHO

BY: Cecil E. Holt

CECIL E. HOLT
Mayor

ATTEST: Richard T. Brower

RICHARD BROWER
City Administrator/Clerk

LESSEE: BONNER COUNTY HISTORICAL SOCIETY

BY: Gerry New

President

ATTEST: Virginia H. Garland

Secretary

STATE OF IDAHO)
) ss.
County of Bonner)

On this 27th day of June, 1979, before me, the undersigned Notary Public for said State, personally appeared Cecil E. Holt and Richard Brower,

known to be the Mayor and City Administrator/Clerk respectively at 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 the said City of Sandpoint.

(3) IN WITNESS, I have hereunto set my hand and seal the date last written above.

(4) Murflow

(5) Doshon - Second

(6) Harper

Mayor Holt

Josephine M. Hansen
 NOTARY PUBLIC - STATE OF IDAHO
 Residing at: Sandpoint, Idaho
 Comm. Exp.: 11-82

STATE OF IDAHO)
) ss.
 County of Bonner)

On this 27th day of June, 1979, before me, the undersigned Notary Public for said State, personally appeared Gerry Neu and Virginia H. Overland, known to me to be the President and Secretary respectively of the Bonner County Historical Society, and the persons whose names are subscribed to the above and foregoing Instrument, and acknowledged to me that they executed the same in such capacity for and upon behalf of said Bonner County Historical Society.

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

Josephine M. Hansen
 NOTARY PUBLIC - STATE OF IDAHO
 Residing at: Sandpoint, Idaho
 Comm. Exp.: 11-82