



CITY OF  
**REXBURG**  
*America's Family Community*

## **Resolution 06-16-1943**

WHEREAS, on the 3<sup>rd</sup> day of May, 1941, Independent School District Number One in Madison County, Idaho, as first party, and the City of Rexburg, a municipal corporation in the county of Madison, State of Idaho, as second party, entered into a certain lease agreement, which lease was duly recorded May 3, 1941, in Book 139 of Misc. Records, page 917, records of Madison County, Idaho, and

WHEREAS, on the 32<sup>n</sup> day of July, 1941, said Independent School District Number One, as first party, and said City of Rexburg, as second party, entered into a certain lease agreement which was intended to supersede the one made on May 3, 1941; that said lease was recorded July 31, 1941 in Book 139 of Misc. Records, page 555, records of Madison County, Idaho, and

WHEREAS, by the terms of said lease heretofore described, the first party leased to the second party, for a term of 50 years, the following subscribed property situated in Madison County Idaho, to-writ:

Beginning as a point 263 feet West of the Southeast corner of Lot 4 Block 32 of the Rexburg Town site (City of Rexburg) as the same Appears by the plat of the official survey thereof, and running thence North 189 feet; thence West 144 feet; thence South 180 feet to the South boundry line of said Block 32 to a point 144 feet West of the Point of beginning, thence West 144 feet to the point of beginning.

For the purpose of erecting thereon a concrete and stone building for the uses and appointments therein described, and second party agree to sponsor and promote a Works Progress Administration project to obtain funds for the construction of said building, which funds, together with funds appropriated by first party were to be supplied to defray the cost of constructing said building, and,

WHEREAS, the construction of said building was commenced on the above described premises in conjunction with the said Works Progress Administration, and agency of the United States Government, and,

WHEREAS, the said Works Administration has now withdrawn its financial support from said project and no longer functions as a cooperating unit. The work on said building has been discontinued; and the said Works Progress Administration has cancelled its contracts to aid in the construction of said building, and

WHEREAS, the City of Rexburg has no funds with which to continue the construction of said building, and the said Independent School District Number One has expressed its willingness to undertake the completion of said building under its management and control,

THEREFORE, BE IT RESOLVED, that the lease agreement heretofore described made between the said Independent School District Number One in Madison County, Idaho, first party, and City of Rexburg, a municipal corporation in the county of Madison, State of Idaho, second party, on the 3<sup>rd</sup> day of May, 1941, and recorded May 3, 1943, in Book 139 of Misc. Records, Page 517, records of Madison County, Idaho; and that certain lease agreement entered into between said parties on the 22<sup>nd</sup> day of July 1941, and recorded July 31, 1941, in Book 139 of Misc. Records, page 555, records of Madison County, Idaho, be, and the same are hereby terminated and cancelled and all the right, title and interest of the said City of Rexburg in and to said premises and the improvements thereon is hereby released, remitted, promised and quit claimed to the said Independent School District Number One.

Be it further resolved that the Mayor and City Clerk of the City of Rexburg, be and they are hereby authorized and directed to execute the proper release and cancellation of said leases heretofore described and place the same of record in Madison County, Idaho.

Woodmansee moved that the resolution be adopted; seconded by Flamm and the vote was as follows,-Flamm, aye; Woodmansee, aye; Jolley, aye; Rigby, aye; Biddulph, aye; Powell, aye. The vote being unanimous the resolution was declared adopted/

Moved by Biddulph and recorded by Jolley that the following claims be allowed:

Utah Power & Light Co.,	606.51	LaMont Bell	7.15	The Announcer	11.50
V.L. Oldham Ins.	12.55	Rexburg Motor Co.,	29.23	Service Laundry	2.35
Graham Hwde. Co.,	2.80	J. Lee Parker	4.00	D. W. Stowell	66.00
Montana-Idaho Lbr. Co.	28.61	Conoco Service	69.10	Howard Pearson	7.15
J. Earl Brown	13.50	Andrew Nelson	.30		

Moved by Jolley and seconded by Rigby meeting adjourn.