

AGENDA ITEM SUMMARY

DATE: 3/8/2010 DEPARTMENT: Legal DEPT. HEAD SIGNATURE: _____

SUBJECT:

First Amendment to Annexation Agreement – Woodside Elementary School

AUTHORITY: ID Code _____ IAR _____ City Ordinance/Code _____
(IF APPLICABLE)

BACKGROUND/SUMMARY OF ALTERNATIVES CONSIDERED:

I am enclosing a draft of a First Amendment to the Woodside Elementary School Annexation Agreement. This amendment addresses the agreement between the City and the School District which relieves the District of the obligations under the Woodside Annexation Agreement and the Woodyard Subdivision plat to dedicate approximately .75 acres to the City. If you have any questions, please contact me. Thanks.

Ned

FISCAL IMPACT / PROJECT FINANCIAL ANALYSIS Casele # _____
Budget Line Item # _____ YTD Line Item Balance \$ _____
Estimated Hours Spent to Date: _____ Estimated Completion Date: _____
Staff Contact: _____ Phone # _____
Comments:

ACKNOWLEDGEMENT BY OTHER AFFECTED CITY DEPARTMENTS: (IF APPLICABLE)
____ City Attorney ____ Clerk / Finance Director ____ Engineer ____ Building
____ Library ____ Planning ____ Fire Dept. _____
____ Safety Committee ____ P & Z Commission ____ Police _____
____ Streets ____ Public Works, Parks ____ Mayor _____

RECOMMENDATION FROM APPLICABLE DEPARTMENT HEAD:

Discuss the proposed amendment, If satisfactory, make a motion to approve the First Amendment to Annexation Agreement (Woodside Elementary) and authorize the mayor to sign.

FOLLOW-UP REMARKS:

FIRST AMENDMENT TO ANNEXATION AGREEMENT

Woodside Elementary BLAINE COUNTY SCHOOL DISTRICT #61 CITY OF HAILEY

THIS FIRST AMENDMENT TO ANNEXATION AGREEMENT ("Amendment") is entered into this ____ day of March, 2010, by and between the CITY OF HAILEY, an Idaho municipal corporation ("City") and BLAINE COUNTY SCHOOL DISTRICT #61 ("District").

RECITALS

A. The City and District entered into an Annexation Agreement recorded as Instrument No. 519313, records of the County Recorder, Blaine County, Idaho ("Agreement").

B. Paragraph 2.13 of the Agreement provides the District shall convey title to the City by warranty deed for Lot 2 of the Woodside Elementary School property as a city park or for other municipal purposes.

C. The District has also sought and received final plat approval for a three lot subdivision known as Woodyard Subdivision. As part of that subdivision approval, the City required as and the District agreed to a condition in the Findings of Fact, Conclusions of Law and Decision that the District would provide 5,178 square feet of land adjacent to Lot 2 of the Woodside Elementary School property as satisfaction of the park requirement of the City's Subdivision Ordinance.

D. The City has vacated streets and alleys within the Hailey Elementary School, Rodeo Grounds and the Blaine Manor properties. The City and the District are currently pursuing a three lot subdivision plat to be known as the Wertheimer Subdivision Plat creating Lot 1 (the Hailey Elementary School), Lot 2 (the Rodeo Grounds) and Lot 3 (the Blaine Manor). The District has previously received title for the southern end of First Avenue adjacent to the Blaine Manor property. As part of the vacating and platting process, the City, District and Blaine County have agreed to execute quitclaim deeds after the recordation of the Wertheimer Plat, so that Hailey will quitclaim any of its interest in Lots 1 and 3, that District will quitclaim any of its interest in Lots 2 and 3, and that Blaine County will quitclaim any of its interest in Lots 1 and 2.

E. To facilitate the conveyance of the southern end of First Avenue adjacent to the Blaine Manor property to the City, the District is willing to quitclaim its interest in the southern end of First Avenue adjacent to the Blaine Manor property to the City, provided the City is willing to release the District from the requirements of conveying Lot 2 (pursuant to Paragraph 2.13 of the Agreement) and 5,178 square feet of land (pursuant to the Woodyard Subdivision final plat approval) of the Woodside Elementary School property. The District will agree to quitclaim to the City all of its interest in the proposed Lot 2 of the Wertheimer Subdivision, which also includes the southern end of First Avenue adjacent to the Blaine Manor property.

F. Based on the foregoing, the City and the District agree to amend the Agreement subject to the terms and conditions set forth herein.

NOW, THEREFORE, based upon the foregoing recitals which are incorporated in the Amendment below as though set forth in full, the parties agree as follows:

1. Amendment. Paragraph 2.13 of the Agreement is deleted in its entirety. The remaining provisions of the Agreement shall remain in full force and effect.

2. Woodyard Final Plat. The City acknowledges that the condition of final plat approval for the Woodyard Subdivision which requires the District to provide 5,178 square feet of land adjacent to Lot 2 of the Woodside Elementary School property is satisfied with the agreement to provide a quitclaim deed of any of the District's interest in the proposed Lot 2 of the Wertheimer Subdivision Plat.

3. Quitclaim Deeds. At the time of recordation of the Wertheimer Subdivision Plat, the District shall convey title to any property it may have in the proposed Lot 2 of the Wertheimer Subdivision Plat to the City and, the City shall convey title to any property it may have in the proposed Lot 1 of the Wertheimer Subdivision Plat to the District.

IN WITNESS WHEREOF, the Parties have executed this Amendment the day and year written herein.

BLAINE COUNTY SCHOOL DISTRICT
NO. 61

By: _____
Julie Dahlgren, Chair

CITY OF HAILEY, an Idaho municipal
corporation

ATTEST:

By: _____
Mary Cone, City Clerk

By: _____
Richard L. Davis, Mayor

STATE OF IDAHO)
) ss.
County of Blaine)

On this _____ day of March, 2010, before me, a Notary Public in and for said State, personally appeared Julie Dahlgren, the Chair of the Board of Trustees of the Blaine County School District No. 61, known or identified to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that she 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 Idaho
Residing at _____
My commission expires _____

STATE OF IDAHO)
) ss.
County of Blaine)

On this _____ day of March, 2010, before me, a Notary Public in and for said state, personally appeared Richard L. Davis, the Mayor of the City of Hailey, known or identified to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he 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 Idaho
Residing at _____
My commission expires _____