

AGENDA ITEM SUMMARY

DATE: 6-16-14

DEPARTMENT: Legal

DEPT. HEAD SIGNATURE: _____

SUBJECT:

Proposed amendment to allow the use of bows and arrows in public parks with the issuance of a permit from the Chief of Police

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

BACKGROUND/SUMMARY OF ALTERNATIVES CONSIDERED:

By ordinance, Hailey prohibits the use of bows and arrows in public parks. I have been told that a person has requested the right to conduct archery practice or competition in a public park. This proposed amendment would allow such archery use provided the Chief of Police permits the activities. The Chief would be empowered to make appropriate conditions on the archery use.

Ned

FISCAL IMPACT / PROJECT FINANCIAL ANALYSIS: Caselle # _____
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 concepts in the attached draft ordinance. If generally acceptable, direct staff to place the ordinance on the agenda as public hearing item, with or without revisions.

FOLLOW-UP REMARKS:

HAILEY ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF HAILEY AMENDING, SECTION 9.12.020 OF THE HAILEY MUNICIPAL CODE, TO ALLOW FOR THE USE OF BOWS AND ARROWS UPON THE ISSUANCE OF A PERMIT BY THE HAILEY CHIEF OF POLICE; BY PROVIDING FOR A REPEALER CLAUSE; BY PROVIDING FOR A SEVERABILITY CLAUSE AND BY PROVIDING AN EFFECTIVE DATE UPON PASSAGE, APPROVAL AND PUBLICATION ACCORDING TO LAW.

WHEREAS, the Mayor and the City Council of the City of Hailey wish to amend the Hailey Municipal Code to ensure the safety of residents of the City of Hailey by allowing the use of bows and arrows upon issuance of a permit by the Hailey Chief of Police; and

WHEREAS, the Mayor and City Council find that the amendments to the Chapter will further the public health, safety and general welfare.

NOW, THEREFORE, BE IT ORDAINED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF HAILEY, IDAHO, AS FOLLOWS:

Section 1. Section 9.12.020 of the Hailey Municipal Code is hereby amended by the addition of the underlined language and by the deletion of the stricken language, as follows:

9.12.020 Bows and arrows.

A. Except as provided herein, ~~It~~ is a misdemeanor for any person to use a bow and arrow, or cross-bow and arrow, within the city limits in such a manner as to cause any arrow or arrows to leave the property where said person is using a bow or cross-bow and/or cross over or land upon the property of any other person or entity, including public property. Without limiting the foregoing, it is unlawful for any person to use a bow and arrow, or cross-bow and arrow, in such a manner as to cause any arrow or arrows to cross over or land upon any public street, road, path, easement, or right-of-way within the city limits.

B. Upon the issuance of a permit from the Hailey Chief of Police, a person or entity may use a bow and arrow on public property subject to the terms and conditions of the permit.

C. Any person who violates the conditions of this section shall, upon conviction, be guilty of a misdemeanor and be subject to a fine not exceeding three hundred dollars, imprisonment in the county jail for a period not exceeding thirty days or both such fine and imprisonment.

Section 2. All Ordinances or Resolutions or parts thereof in conflict herewith are hereby repealed and rescinded.

Section 3. If any section, paragraph, sentence or provision hereof or the application thereof to any particular circumstances shall ever be held invalid or unenforceable, such holding shall not affect the remainder hereof, which shall continue in full force and effect and applicable to all circumstances to which it may validly apply.

AGENDA ITEM SUMMARY

DATE: 6-16-14

DEPARTMENT: Legal

DEPT. HEAD SIGNATURE: _____

SUBJECT:

Proposed amendment to establish wastewater rates for seasonal summer users

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

BACKGROUND/SUMMARY OF ALTERNATIVES CONSIDERED:

Hailey has adopted wastewater rates based solely on metered water. Under our new ordinance, water use is determined during the period between November 1 and March 31 of the following year. Staff has discovered that there are some summer users who do not consume any water during the winter. For these users, it has been difficult to establish an equitable metered wastewater rate. Staff suggests that we establish wastewater fees for summer seasonal users based on an average monthly amount during the prior season. The ordinance is designed to create an incentive to meter both irrigation and non-irrigation for large seasonal users. The ordinance also has some suggested word clarification. Please note that we are suggesting that the effective date of the ordinance is January 1, 2015. Delaying the effective date will allow larger seasonal users to plan for installation of a separate meter.

Ned

FISCAL IMPACT / PROJECT FINANCIAL ANALYSIS: Caselle # _____
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 concepts in the attached draft ordinance. If generally acceptable, direct staff to place the ordinance on the agenda as public hearing item, with or without revisions.

FOLLOW-UP REMARKS:

HAILEY ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF HAILEY, IDAHO, AMENDING TITLE 13 OF THE HAILEY MUNICIPAL CODE BY REPEALING SECTION 13.04.130(B)(2) AND REPLACING IT TO ESTABLISH NEW ACCOUNT AND SEASONAL WASTEWATER METERED FEES; BY PROVIDING FOR A REPEALER CLAUSE; BY PROVIDING FOR A SEVERABILITY CLAUSE; AND BY PROVIDING FOR THE EFFECTIVE DATE OF THIS ORDINANCE ON JANUARY 1, 2015 UPON PASSAGE, APPROVAL AND PUBLICATION ACCORDING TO LAW.

WHEREAS, metered wastewater fees are based on winter usage pursuant to Section 13.04.130(B)(1) of the Hailey Municipal Code;

WHEREAS, Subsection 13.04.130(B)(2) of the Hailey Municipal Code provides a mechanism to calculate metered wastewater fees for new accounts but not for seasonal users who do not use potable water during the winter months;

WHEREAS, the wastewater metered fees for seasonal users can be disproportionately low where the summer indoor water use may be very high;

WHEREASE, the City desires to equitably charge seasonal water users by encouraging a seasonal water user to install two meters allowing for measurement of both irrigation and non-irrigation water to the seasonal water user and by basing the metered wastewater fee on both irrigation and non-irrigation usage during the seasonal use unless the seasonal user has installed two meters; and

WHEREAS, the Mayor and City Council find that the amendments to the Chapter will further the public health, safety and general welfare.

NOW, THEREFORE, BE IT ORDAINED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF HAILEY, IDAHO, AS FOLLOWS:

Section 1. Section 13.04.130(B)(2) of the Hailey Municipal Code is hereby repealed and replaced by the following language:

2. New Account or Seasonal User Fee. Except as otherwise provided herein, (i) a new Wastewater User, whose winter water use at the User's Property has not been established under subsection 13.04.130(B)(1), shall pay a set monthly charge based on water usage of 6000 gallons per month, until the metered wastewater fee can be established pursuant to subsection 13.04.130(B)(1), (ii) a seasonal Wastewater User, who does not have any winter water use but has a history of prior water use, shall pay a monthly charge based on an average monthly water usage on the Property during the prior season of use, including irrigation use, if any, and non-irrigation use, and (iii) a seasonal Wastewater User, who does not have any winter water use and does not have a history of prior water use, shall pay a monthly charge based on total water usage during the initial two (2) months of use.

AGENDA ITEM SUMMARY

DATE: 6-16-14

DEPARTMENT: Legal

DEPT. HEAD SIGNATURE: _____

SUBJECT:

Proposed amendment to Chapter 5.04 (Liquor Sales and Regulations)

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

BACKGROUND/SUMMARY OF ALTERNATIVES CONSIDERED:

I was asked to draft a revision to the liquor license chapter of the Hailey Municipal Code to eliminate the requirement of a sworn affidavit as part of the liquor license application process. Applicants have to submit a sworn affidavit to the State of Idaho and it seems duplicative to require a similar affidavit for a city license. The attached ordinance deletes the requirement of a sworn affidavit. In addition, I revised the penalty section of the ordinance. The present ordinance purports to make it a felony to submit a false statement as part of city application for a beer, wine or liquor license. Since municipalities only have authority to prohibit misdemeanors, I eliminated the felony provision and replaced it with a misdemeanor provision.

Ned

FISCAL IMPACT / PROJECT FINANCIAL ANALYSIS: Caselle # _____
Budget Line Item # _____ YTD Line Item Balance \$ _____
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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 concepts in the attached draft ordinance. If generally acceptable, direct staff to place the ordinance on the agenda as public hearing item, with or without revisions.

FOLLOW-UP REMARKS:

HAILEY ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF HAILEY, IDAHO, AMENDING SECTION 5.04.040 OF THE HAILEY MUNICIPAL CODE TO ELIMINATE THE REQUIREMENT OF A VERIFIED AFFIDAVIT FOR A CITY BEER, WINE AND LIQUOR LICENSE AND TO MAKE A FALSE STATEMENT AS PART OF AN APPLICATION FOR SUCH A LICENSE A MISDEMEANOR; BY PROVIDING FOR A SEVERABILITY CLAUSE; BY PROVIDING FOR A REPEALER CLAUSE; AND BY PROVIDING FOR THE EFFECTIVE DATE OF THIS ORDINANCE UPON PASSAGE, APPROVAL AND PUBLICATION ACCORDING TO LAW.

WHEREAS, the city beer, wine and liquor license application process requires a verified affidavit which duplicates the state beer, wine and liquor license application requirement of a verified affidavit;

WHEREAS, the Mayor and City wish to streamline concurrent applications by eliminating the requirement for a verified affidavit as part of the city beer, wine and liquor license application; and

WHEREAS, the Mayor and City Council find that such an amendment will further the public health, safety and general welfare.

NOW, THEREFORE, BE IT ORDAINED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF HAILEY, IDAHO, AS FOLLOWS:

Section 1. Section 5.02.010 of the Hailey Municipal Code is amended by the addition of the underlined language and by the deletion of the stricken language, as follows:

5.04.040 License Application.

A. Each applicant for a license shall file with the city clerk an application ~~verified by affidavit~~ setting for the following facts:

1. Description of the premises for which a license is sought and its location and the name of the owner of said premises;
2. A detailed statement of the assets and liabilities of the applicant;
3. The names and addresses of all persons who will have any financial interest in any business to be carried on, in, and upon the licensed premises, whether such interest results from open loans, mortgages, conditional sales contracts, silent partnerships, trusts, or any other basis than open trade accounts incurred in the ordinary course of business, and the amounts of such interests;
4. If premises to be licensed are not owned by the applicant, then a certified copy of the lease by which he will occupy the premises showing that the owner consents to the sale of liquor by the drink on such premises;
5. The name and address of the applicant, which shall include all members of a partnership or association and the officers, members of the governing board and ten principal stockholders of a corporation;

6. A copy of the articles of incorporation and bylaws of any corporation, the articles of association and bylaws of any association, or the articles of partnership of any partnership;

7. If during the period of license issued hereunder the licensee seeks to move his business from one premise to another in the same city, he may do so subject to the city's approval and the new premises is suitable for the carrying on of business;

8. Such application shall be accompanied with the license issued by the Director of the Department of Law Enforcement of the state for the premises and for the time for which the application is made, which license shall be returned to the applicant after examination by the city clerk;

9. The application shall be accompanied with the license issued by the board of county commissioners for the premises and for the time for which the application is made, which license shall be returned to the applicant after examination by the city clerk.

B. If any false statement is made in any part of said application, or any subsequent report, the applicant or applicants, shall be deemed guilty of a felony misdemeanor and upon conviction thereof shall be imprisoned up to one year in the county jail, and/or three hundred dollars (\$300.00) fine, in the state prison for not less than one year nor more than five years and fined not less than one thousand dollars nor more than five thousand dollars, or both such fine and imprisonment.

Section 2. Severability Clause. If any section, paragraph, sentence or provision hereof or the application thereof to any particular circumstances shall ever be held invalid or unenforceable, such holding shall not affect the remainder hereof, which shall continue in full force and effect and applicable to all circumstances to which it may validly apply.

Section 3. Repealer Clause. All ordinances or parts thereof in conflict herewith are hereby repealed and rescinded.

Section 4. Effective Date. This Ordinance shall be in full force and effect after its passage, approval and publication according to law.

PASSED AND ADOPTED BY THE HAILEY CITY COUNCIL and approved by the Mayor this _____ day of _____, 2014.

Fritz X. Haemmerle, Mayor

ATTEST:

Mary Cone, City Clerk

AGENDA ITEM SUMMARY

DATE: 6-16-14

DEPARTMENT: Legal

DEPT. HEAD SIGNATURE: _____

SUBJECT:

Proposed amendment to require an alarm system connected to public dispatch.

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

BACKGROUND/SUMMARY OF ALTERNATIVES CONSIDERED:

I am told there was a recent burglary of a business engaged in the sale of guns. Apparently, several weapons were stolen. The business had a private alarm system. The alarm was activated but local law enforcement was not contacted for a considerable time after the burglary. The Chief would like to ensure that any business selling guns shall have an alarm system connected to a public dispatch. Under that arrangement, local law enforcement can be notified immediately and therefore have an enhanced chance to apprehend any burglar. This amendment would revise the business license provisions to ensure such an alarm system.

Ned

FISCAL IMPACT / PROJECT FINANCIAL ANALYSIS: Caselle # _____
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 concepts in the attached draft ordinance. If generally acceptable, direct staff to place the ordinance on the agenda as public hearing item, with or without revisions.

FOLLOW-UP REMARKS:

HAILEY ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF HAILEY, IDAHO, AMENDING SECTION 5.02.040 OF THE HAILEY MUNICIPAL CODE TO REQUIRE ANY BUSINESS SELLING OR DISTRIBUTING FIREARMS, SHOTGUNS, RIFLES OR HANDGUNS TO INSTALL AND USE AN ALARM SYSTEM CONNECTED TO A PUBLIC DISPATCH; BY PROVIDING FOR A SEVERABILITY CLAUSE; BY PROVIDING FOR A REPEALER CLAUSE; AND BY PROVIDING FOR THE EFFECTIVE DATE OF THIS ORDINANCE UPON PASSAGE, APPROVAL AND PUBLICATION ACCORDING TO LAW.

WHEREAS, to better ensure early reporting of thefts involving weapons, the Mayor and the City Council of the City of Hailey wish to require businesses selling or distributing firearms to install and use an alarm system connected to a public dispatch, such as the Blaine County Communications Center; and

WHEREAS, the Mayor and City Council find that such an amendment will further the public health, safety and general welfare.

NOW, THEREFORE, BE IT ORDAINED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF HAILEY, IDAHO, AS FOLLOWS:

Section 1. Section 5.02.010 of the Hailey Municipal Code is amended by the addition of the underlined language and by the deletion of the stricken language, as follows:

5.02.040 Standards for issuance of license. A business license and any renewals or amendments thereto shall be issued by the City Clerk only to applicants who meet the following requirements:

A. Compliance with Building and Fire Regulations. The Business and Premises for which the business license application is made has not been cited by the building or fire departments for a violation of the adopted International Building or Fire Code, or, having been cited for such violation, is in the process of correcting or has corrected or addressed the violation to the satisfaction of the building official or fire chief. Businesses relocating in new structures or remodeled structures and all new Businesses opening for the first time shall have obtained a certificate of occupancy furnished by the city building inspector establishing that the Premises are not in violation of the applicable International Building Code and applicable International Fire Code.

B. Compliance with Zoning Requirements. The Business and Premises for which the application is made are not in violation of any zoning regulations.

C. Water and Sewer Connection Required. Except as otherwise exempted herein, the Business and Premises for which the application is made shall be connected to city water and sewer systems, and shall not be in violation of any section of Chapter 13 of the Hailey Municipal Code. An outdoor storage business which does not otherwise require a water or sewer connection shall be exempt from any such connection.

D. Outdoor Use. The Business and Premises for which the application is made shall not be placed upon or encroach upon any Public Street or Place with the exceptions of sidewalks. Encroachments upon private parking or yard areas, public sidewalks or other areas

outside of a business structure connected to city water and sewer systems shall be shown clearly upon the business license application and shall not restrict a clear six-foot lane for pedestrian traffic. The encroachment must meet all other applicable rules, regulations and ordinances of the city of Hailey. The intended use of any business areas outside of a business structure connected to city water and sewer systems, whether upon public sidewalks or private parking and yard areas shall be shown upon the application, and shall be restricted to the same use and business activity as is conducted within the business structure connected to city water and sewer systems.

E. Weapon Sales. For any Business selling or distributing any firearm, shotgun, rifle or hand gun as defined in 18 U.S.C. 921, the applicant shall install and/or use an alarm system connected to a public dispatch, such as the Blaine County Communications Center.

Section 2. Severability Clause. If any section, paragraph, sentence or provision hereof or the application thereof to any particular circumstances shall ever be held invalid or unenforceable, such holding shall not affect the remainder hereof, which shall continue in full force and effect and applicable to all circumstances to which it may validly apply.

Section 3. Repealer Clause. All ordinances or parts thereof in conflict herewith are hereby repealed and rescinded.

Section 4. Effective Date. This Ordinance shall be in full force and effect after its passage, approval and publication according to law.

PASSED AND ADOPTED BY THE HAILEY CITY COUNCIL and approved by the Mayor this _____ day of _____, 2014.

Fritz X. Haemmerle, Mayor

ATTEST:

Mary Cone, City Clerk

AGENDA ITEM SUMMARY

DATE: 06/16/2014 DEPARTMENT: PW DEPT. HEAD SIGNATURE: MP

SUBJECT: Motion to accept Kiwanis Club donations and review Parks and Lands Board recommendations.

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

BACKGROUND/SUMMARY OF ALTERNATIVES CONSIDERED:

Kiwanis Club has collected many donations from groups and individuals and would like to gift approximately \$20,000 to the city to purchase park equipment reviewed and recommended by the Parks and Lands Board. The equipment is ADA compliant, meet Park Division approval and include a warranty. The following equipment is requested to be placed at Deerfield Park:

- 1 play structure for ages 2-5
- 1 play structure for ages 5-12
- 1 new double swing set
- Two new bucket swings for existing swing set
- 1 bench

See attachments for details.

The installation work will likely include a group of volunteers, led by the Parks Division. The city will need to supply impact material for the new equipment. The current material is not to standard and must be upgraded when new equipment is installed. We are waiting on estimates for this expense.

In addition, the Parks and Lands Board recommended that the Skate Park rules be changed to allow skateboards only, between the hours of 7pm to close (dusk). The board discussed banning scooters altogether, but felt like a scooter park needed to be provided before these users were excluded. The board felt like the skateboard -scooter conflict would best be resolved, while still being inclusive, by limiting the hours of the scooters to allow skateboarders to fully utilize the park for a few hours each evening. Following this meeting, staff will begin preparing signs for the Skate Park, reflecting this rule change.

ACKNOWLEDGEMENT BY OTHER AFFECTED CITY DEPARTMENTS: (IF APPLICABLE)

<input checked="" type="checkbox"/> City Attorney	<input type="checkbox"/> Clerk / Finance Director	<input type="checkbox"/> Engineer	<input type="checkbox"/> Building
<input type="checkbox"/> Library	<input type="checkbox"/> Planning	<input type="checkbox"/> Fire Dept.	_____
<input type="checkbox"/> Safety Committee	<input type="checkbox"/> P & Z Commission	<input type="checkbox"/> Police	_____
<input type="checkbox"/> Streets	<input checked="" type="checkbox"/> Public Works, Parks	<input type="checkbox"/> Mayor	_____

RECOMMENDATION FROM APPLICABLE DEPARTMENT HEAD:

Make a motion to accept a current donation of approximately \$20,000 for the play equipment recommended by the Parks and Lands Board and for any future Kiwanis Club donations for items recommended by the Parks and Lands Board.

ACTION OF THE CITY COUNCIL:

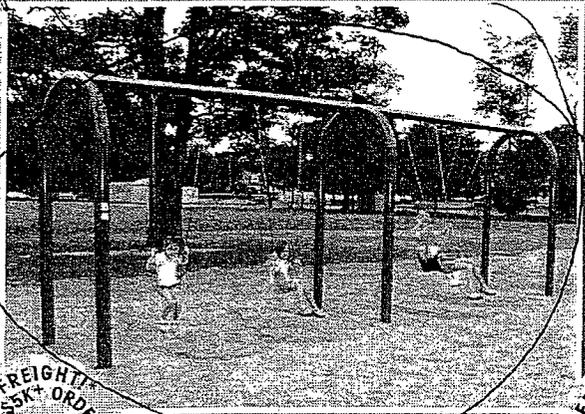
Date _____

City Clerk _____

FOLLOW UP:

*Ord./Res./Agrmt./Order Originals: Record
Copies (all info.): _____
Instrument # _____

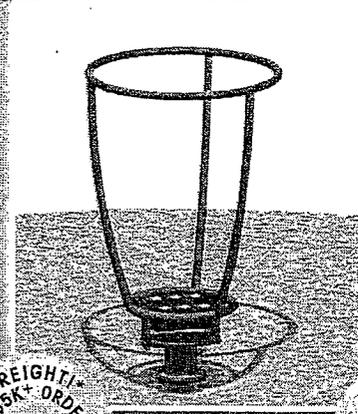
*Additional/Exceptional Originals to: _____
Copies (AIS only)



FREE FREIGHT*
WITH \$5K+ ORDER

SALE PRICE \$1,786

718-852-45J - 2 BAY ARCH SWING W/ 4 BELTS
FOR KIDS AGES: 2-12
PROTECTIVE AREA: 32' X 36'
SHIPPING WEIGHT: 360 LBS



FREE FREIGHT*
WITH \$5K+ ORDER

SALE PRICE \$1,654

947J - BARREL RIDE
FOR KIDS AGES: 5-12
PROTECTIVE AREA: 15' DIAMETER
SHIPPING WEIGHT: 125 LBS
PLAY AREA CAPACITY: 3



FREE FREIGHT*
WITH \$5K+ ORDER

PRICE \$6,297

65-759J - 630' TYPHOON SLIDE
FOR KIDS AGES: 5-12
PROTECTIVE AREA: 26' X 25'
SHIPPING WEIGHT: 2,000 LBS
PLAY AREA CAPACITY: 4



FREE FREIGHT*
WITH \$5K+ ORDER

SALE PRICE \$1,059

939J - SPACESHIP COLUMBIA
FOR KIDS AGES: 2-5
PROTECTIVE AREA: 16' X 17'
SHIPPING WEIGHT: 315 LBS
PLAY AREA CAPACITY: 2

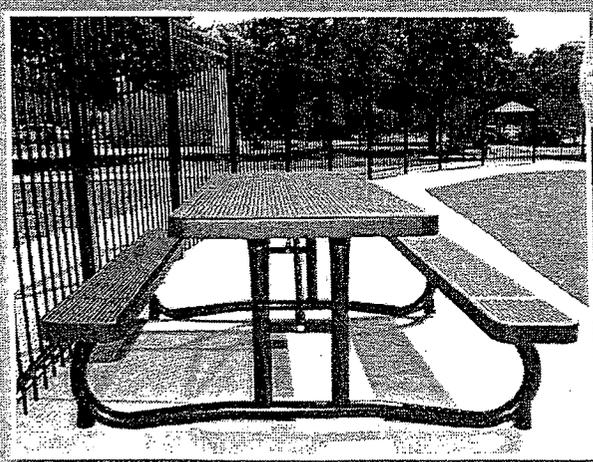


FREE FREIGHT*
WITH \$5K+ ORDER

SALE PRICE \$671

940J - JET INTERCEPTOR
FOR KIDS AGES: 2-5
PROTECTIVE AREA: 14' X 15'
SHIPPING WEIGHT: 110 LBS

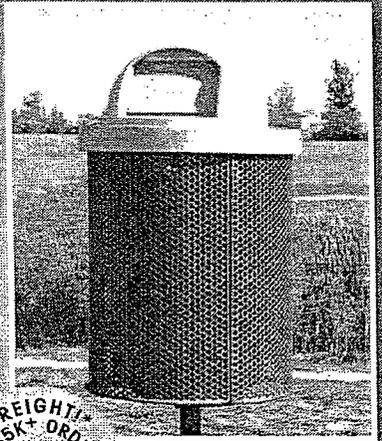
Not finding a design to fit your needs? You can still take advantage of our great promotions by contacting your local sales representative.



FREE FREIGHT*
WITH \$5K+ ORDER

SALE PRICE \$683

1116J - 6' PUNCHED STEEL TABLE
SHIPPING WEIGHT: 225 LBS
FRAME: PAINTED
MOUNTING: PORTABLE

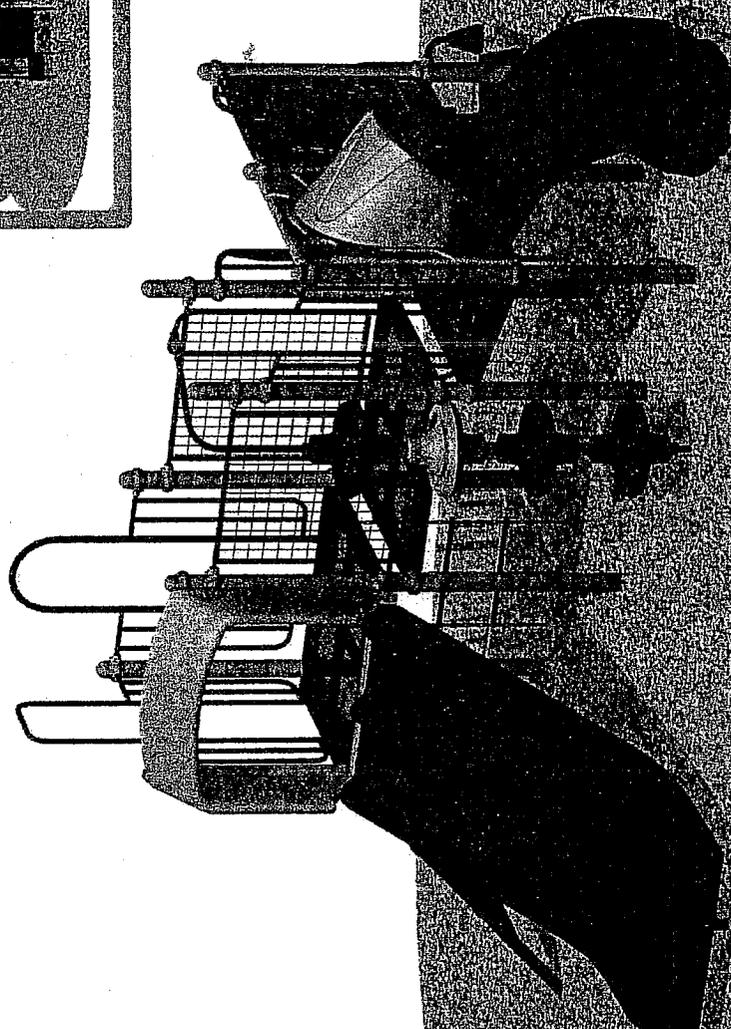
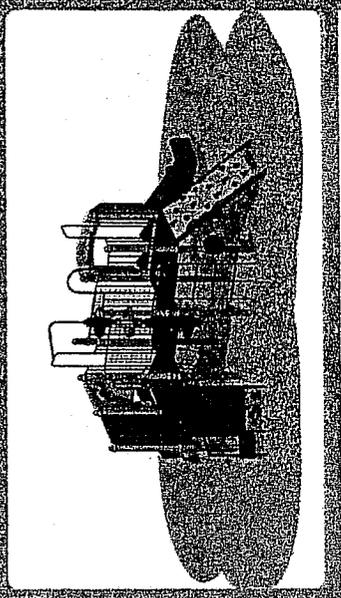


FREE FREIGHT*
WITH \$5K+ ORDER

SALE PRICE \$377

1129J - LITTER RECEPTACLE
SHIPPING WEIGHT: 150 LBS
FRAME: PAINTED
MOUNTING: PORTABLE

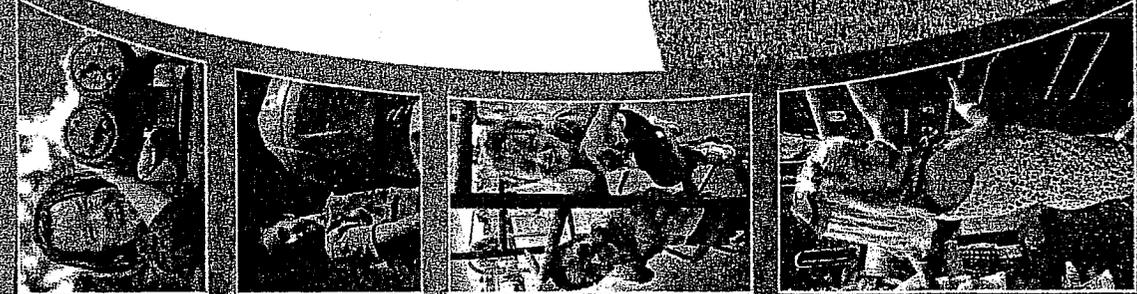
Aggs 2-5

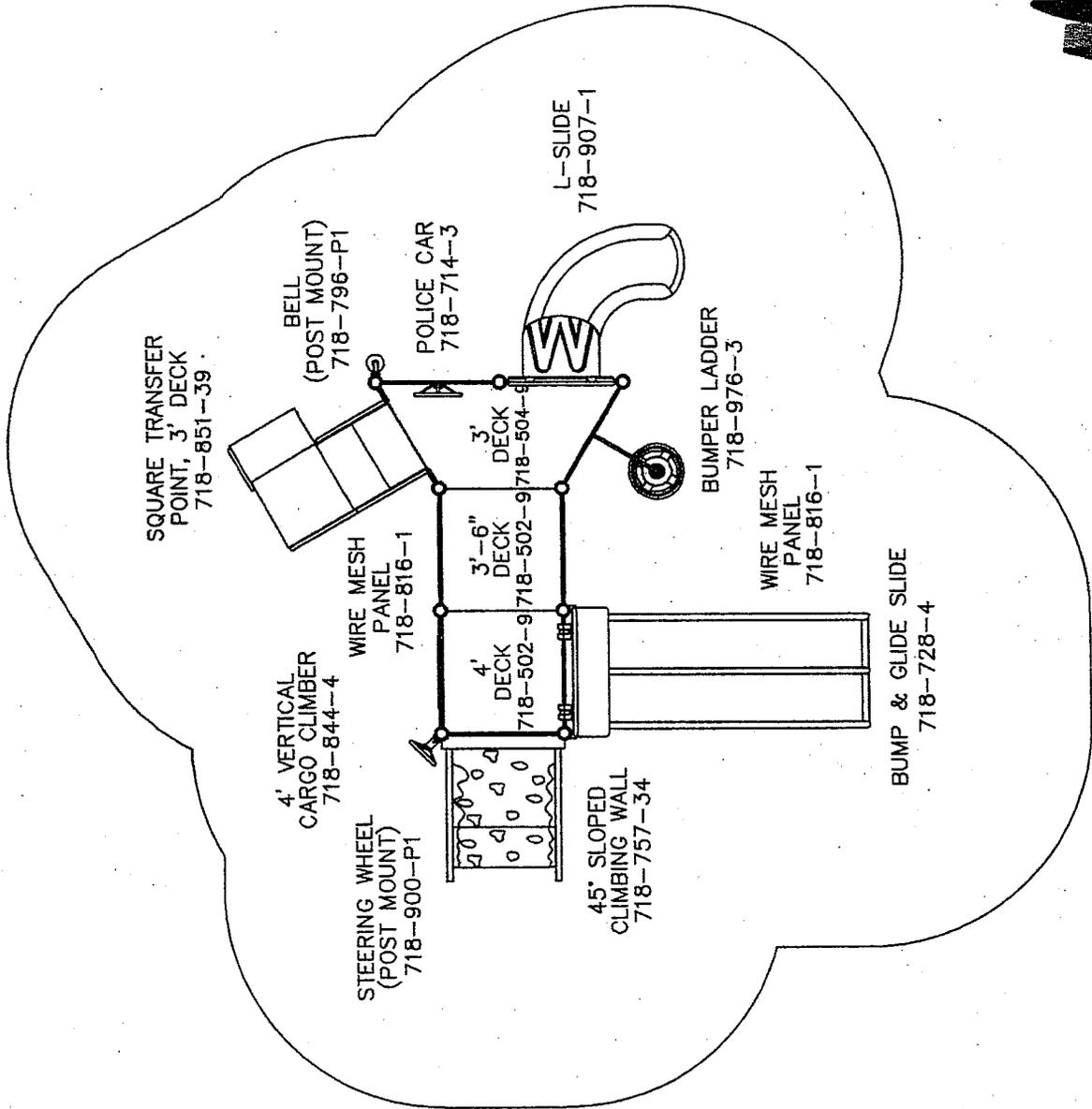


Miracle

www.miracle-recreation.com

718-S123U





To promote safe and proper equipment use by children, Miracle recommends the installation of either a Miracle safety sign or other appropriate safety signage near each play system's main entry point(s) to inform parents and supervisors of the age appropriateness of the play system and general rules for safe play.

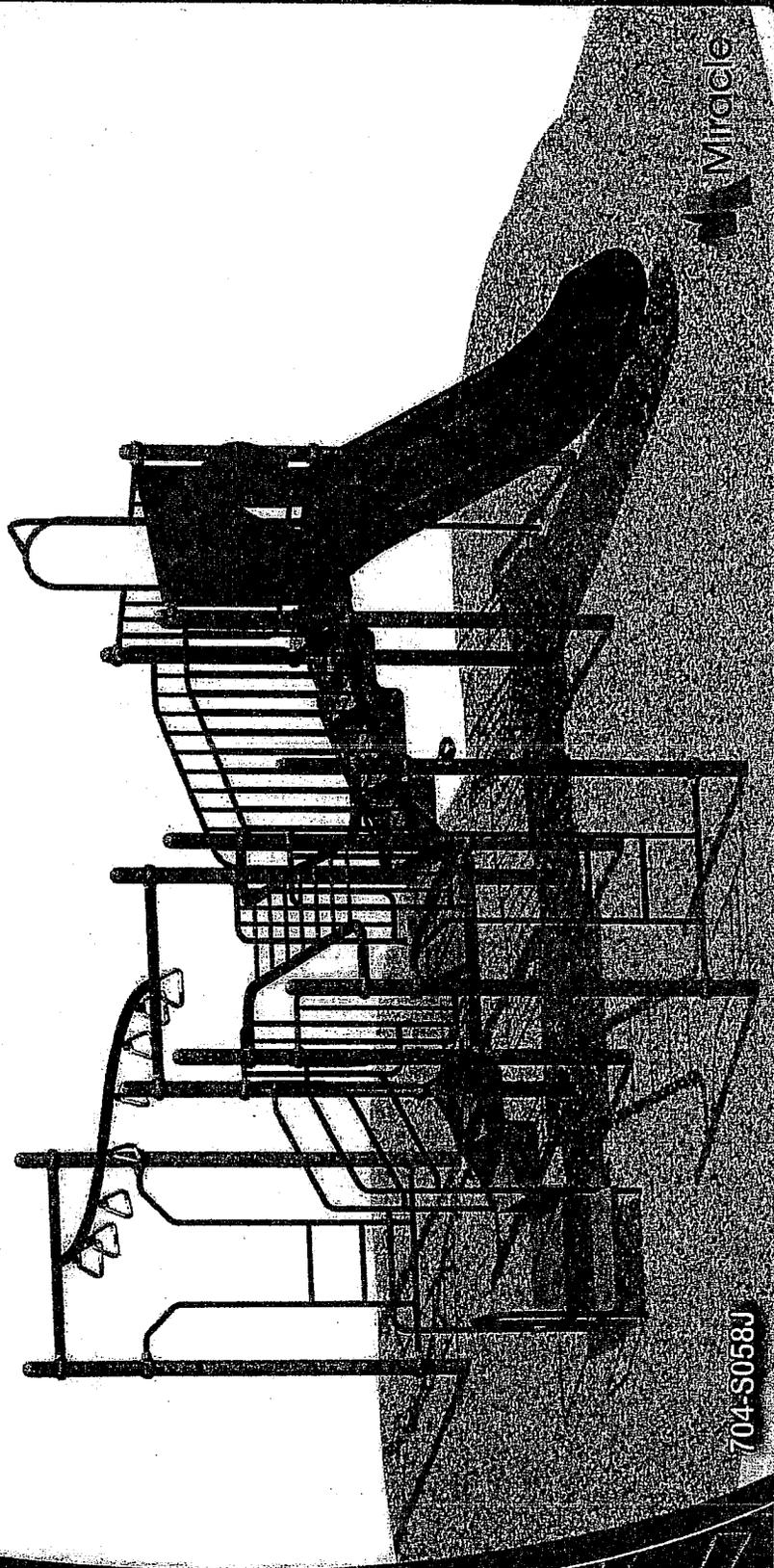
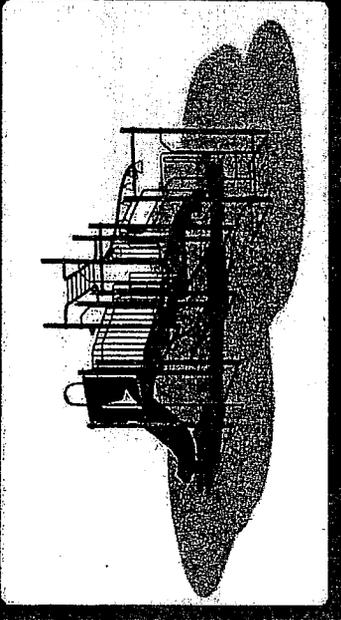
Play Area Capacity: 35-45



THE PLAY COMPONENTS IDENTIFIED IN THIS PLAN ARE IPEMA CERTIFIED. THE USE AND LAYOUT OF THESE COMPONENTS CONFORM TO THE REQUIREMENTS OF ASTM F1487.
AN ENERGY ABSORBING PROTECTIVE SURFACE IS REQUIRED UNDER & AROUND ALL PLAY SYSTEMS.

718-S123J GROUND SPACE: 19' X 19' PROTECTIVE AREA: 32' X 31'	✓	COMPLIES TO CPSC	DESIGNED FOR AGES 2-5	SCALE: 1"=5'-0"
	✓	COMPLIES TO ASTM	ADDITIONAL GROUND LEVEL ACCESSIBLE ITEMS NEEDED FOR ADA COMPLIANCE TYPE: 0	DATE: 3/31/2014
	✓	COMPLIES TO ADA	QUANTITY: 0	GINDI

99,997



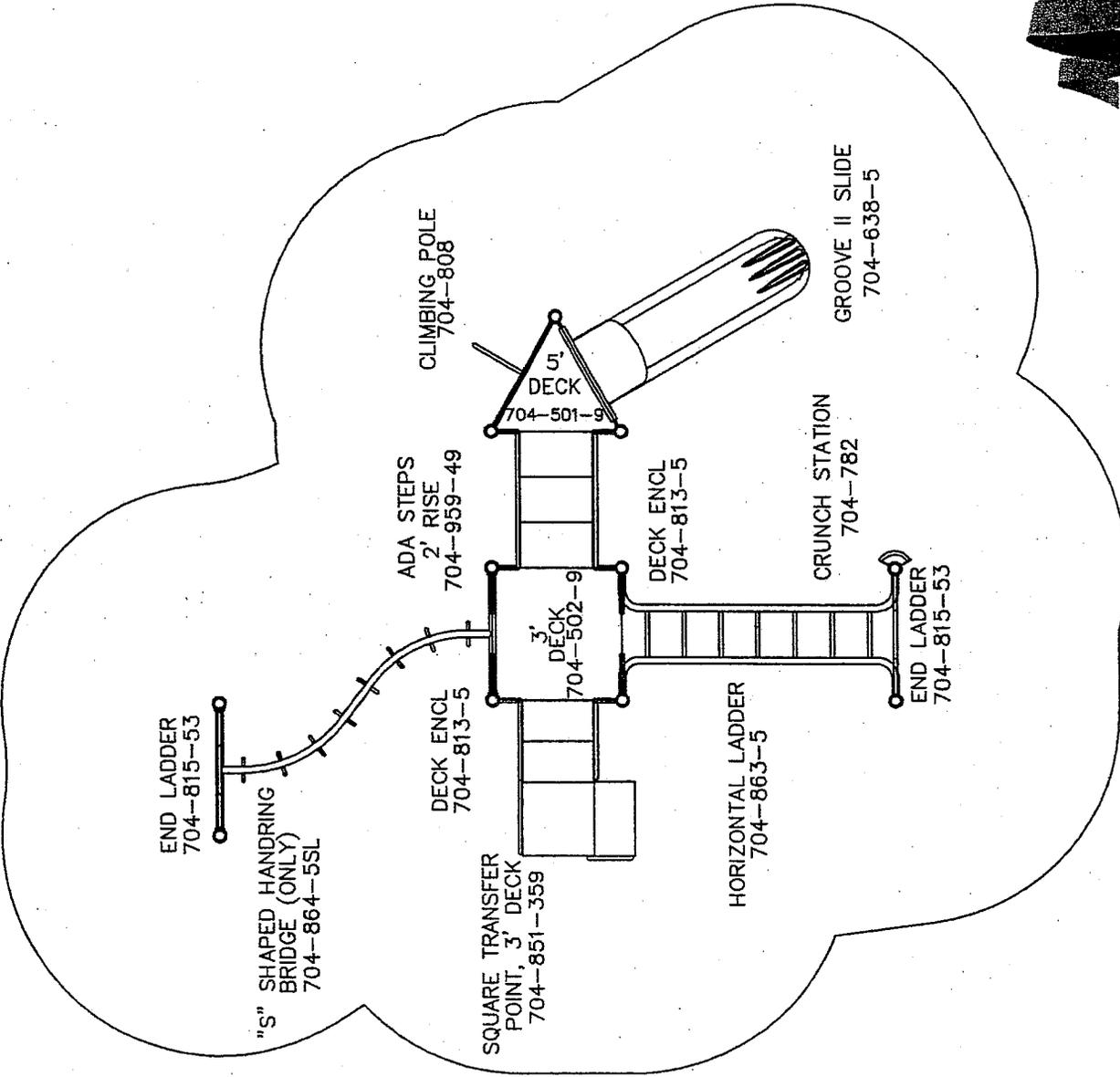
Miracle

www.miracle-recreation.com

AGE 5-12

704-S058J





Play Area Capacity: 35-45



To promote safe and proper equipment use by children, Miracle recommends the installation of either a Miracle safety sign or other appropriate safety signage near each play system's main entry point(s) to inform parents and supervisors of the age appropriateness of the play system and general rules for safe play.

THE PLAY COMPONENTS IDENTIFIED IN THIS PLAN ARE IPEMA CERTIFIED. THE USE AND LAYOUT OF THESE COMPONENTS CONFORM TO THE REQUIREMENTS OF ASTM F1487.
 AN ENERGY ABSORBING PROTECTIVE SURFACE IS REQUIRED UNDER & AROUND ALL PLAY SYSTEMS.

704-S058J
 GROUND SPACE: 19' X 21'
 PROTECTIVE AREA: 32' X 34'

✓	COMPLIES TO CPSC
✓	COMPLIES TO ASTM
✓	COMPLIES TO ADA

DESIGNED FOR AGES	5-12
ADDITIONAL GROUND LEVEL ACCESSIBLE ITEMS NEEDED FOR ADA COMPLIANCE	
TYPE:	0
QUANTITY:	0

SCALE: 1"=5'-0"
 DATE: 3/31/2014
 CINDI

WARRANTY

Comprehensive Coverage with the Miracle® Limited Warranty.

Buyer agrees that products sold by Miracle Recreation
Equipment Company
carry only the following warranties:

1. **LIMITED WARRANTY FOR AS LONG AS YOU OWN THE PRODUCT** against structural failure due to corrosion and defects in materials and workmanship on aluminum deck posts, steel deck posts, the VersaLok® fastening system, and associated fastening hardware.
2. **LIMITED FIFTEEN (15) YEAR WARRANTY** against structural failure due to corrosion and defects in materials and workmanship on steel support legs and Mira-Therm™ II on MEGA TOWER®, TOTS' CHOICE®, KIDS' CHOICE®, CENTER STAGE®, Nexus® and Boulder Ridge® Rock Wall; on playsystem steel components including railings, rungs, and rigid climbers; and Rockite®.
3. **LIMITED TEN (10) YEAR WARRANTY** against structural failure due to corrosion and defects in materials and workmanship on all Play Cover® steel frames.
4. **LIMITED TEN (10) YEAR WARRANTY** on Play Terrain® Rubber Mulch safety surfacing against total color loss and for attenuation performance. Please contact your local representative for more information.
5. **LIMITED EIGHT (8) YEAR WARRANTY** on Play Terrain® Synthetic Turf safety surfacing for attenuation performance and appearance. Please contact your local representative for more information.
6. **LIMITED FIVE (5) YEAR WARRANTY** against rot, UV deterioration and defects in materials and workmanship on all PlayCover® fabric (NOTE EXCEPTION - shades of red carry LIMITED THREE (3) YEAR WARRANTY).
7. **LIMITED FIVE (5) YEAR WARRANTY** against structural failure due to defects in materials and workmanship on Kidrox® Climbing Rocks.
8. **LIMITED FIVE (5) YEAR WARRANTY** against degradation of design loading capabilities on all Webscapes® Net Climbers and Nexus® Nets (NOTE EXCEPTION - Webscapes® Net Climbers and Nexus® Nets carry a LIMITED ONE (1) YEAR WARRANTY against defects in materials and workmanship).
9. **LIMITED THREE (3) YEAR WARRANTY** against failure due to defects in materials and workmanship on Trim Timbers®.
10. **LIMITED ONE (1) YEAR WARRANTY** against failure due to defects in materials and workmanship on Slashproof Swing Seats and 360° Bucket Tot Seats for Swings.
11. **LIMITED ONE (1) YEAR WARRANTY** against structural failure due to defects in materials and workmanship on the following products and components: TODDLERS' CHOICE® main support materials and decks; pool slide support structures, stairways, landings, and railings; and bleachers.
12. **LIMITED ONE (1) YEAR WARRANTY** against failure due to defects in materials and workmanship on all MiracleTech™ Security products, including ParkWatch™, SonicScreen™ and SiteBrite™.
13. **LIMITED ONE (1) YEAR WARRANTY** against structural failure due to defects in materials and workmanship for all products and components that are not specifically listed above, including, without limitation, all moving parts, such as swing hangers, swivels, chains, whirls, trolleys and flexible climbers.

BUYER'S REMEDY: If any products prove defective or non-conforming under normal use and within the above-prescribed warranty periods, Buyer must promptly notify Miracle in writing at 878 E. Hwy 60, Monett, MO 65708 USA. Miracle will within a reasonable time and in its sole discretion repair or replace such defective or non-conforming product by providing replacement products or part(s) free of charge to the site. Miracle's limited warranties do not cover the cost of labor to remove defective or non-conforming part(s) or to install repaired or replacement part(s).

All warranty periods begin on the date of Miracle's invoice. Repaired and/or replacement part(s) are warranted only for the balance of the original limited warranty. All warranties extend only to the original Buyer/end user of products from Miracle or Miracle's authorized reseller and are not transferrable.

These limited warranties apply only to Miracle products that are erected and installed in conformance with Miracle's installation instructions, and that are maintained and inspected in conformance with Miracle's maintenance and operational instructions. These limited warranties specifically do not cover Miracle products that have been modified, altered, or misused; that have not been used as designed or intended; to which non-Miracle parts have been added or substituted, or that have been damaged due to excessive wear and tear, vandalism, abnormal use, abuse, negligence, extraordinary weather or acts of God. MiracleTech Security™ systems limited warranties do not cover products serviced or repaired by unauthorized service providers. These limited warranties do not protect against color fade, except for PlayCover® as noted above. Buyer, by acceptance and use of these limited warranties, waives any rights it would otherwise have to claim or assert that this limited warranty fails of its essential purpose. Buyer agrees that venue for any court action to enforce these limited warranties shall be in Barry or Greene Counties in the State of Missouri.

EXCEPT AS EXPRESSLY WARRANTED HEREIN, MIRACLE EXPRESSLY DISCLAIMS ANY OTHER WARRANTIES, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE AND THOSE ARISING BY STATUTE OR OTHERWISE IN LAW OR FROM COURSE OF DEALING OR USAGE OF TRADE. IN NO EVENT SHALL MIRACLE BE LIABLE FOR ANY SPECIAL, INCIDENTAL, PUNITIVE OR CONSEQUENTIAL DAMAGES, WHETHER BASED UPON CONTRACT, TORT, OR ANY OTHER LEGAL THEORY (INCLUDING WITHOUT LIMITATION, DAMAGES FOR LOSS OF PROFITS, BUSINESS INTERRUPTION, LOSS OF INFORMATION, CONSEQUENTIAL, INCIDENTAL, INDIRECT OR SPECIAL DAMAGES OR OTHER PECUNIARY LOSS).

AGENDA ITEM SUMMARY

DATE: 6-16-2014

DEPARTMENT: CDD

DEPT. HEAD SIGNATURE: MA

SUBJECT: Consideration of Resolution No. 2014-55 and Sale Contract and First Amendment to Sale Contract for the purchase of Tax Lot 4053A consisting of approximately 10.05 acres located general to the west of Della View Subdivision for \$15,000

AUTHORITY: ID Code IAR _____ City Ordinance/Code Zoning Ordinance (IFAPPLICABLE)

BACKGROUND/SUMMARY OF ALTERNATIVES CONSIDERED:

The parcel proposed for purchase is located along the Big Wood River and adjacent to the Heagle Park. Many park users will know this parcel as the sandy beach area located directly south of the tennis courts at Heagle Park. It is used on a daily basis by individuals recreating both on the river at the adjacent park. It has been assumed for many years by residents and park users that the property was owned by the City of Hailey as a portion of Heagle Park. In late 2012, it was determined that the parcel was not owned by the City of Hailey and that it would be a valuable asset for master planning an interconnected river corridor project stretching from Croy Canyon to Colorado Gulch.

In November 2012, a conversation with the LDS Church was initiated concerning Tax Lot 4053A. The initial inquiry of the Church was whether they would be interested in donating the property to the City of Hailey. The LDS Church took this request through their appropriate committees that govern real estate transactions and they determined that the property would not be donated but they would be willing to sell the property to the City of Hailey through a negotiated purchase process. This determination was made in December, 2013 at which time the LDS Church recommended the City of Hailey present its "best offer" for the property.

Based on an appraisal, a purchase price of \$1,500 per acre or \$15,000 for the entire parcel was agreed upon. The sale contract is not a conveyance of property or warranty deed, however it shows the intent of the City and the LDS Church to transfer/purchase the property for a sale price of \$15,000.

This sale contract and proposal still requires committee review by the LDS Church, which could take several weeks or months.

FISCAL IMPACT / PROJECT FINANCIAL ANALYSIS:

\$15,000 to be paid upon conveyance of Special Warranty Deed of Tax Lot 4053A

ACKNOWLEDGEMENT BY OTHER AFFECTED CITY DEPARTMENTS: (IFAPPLICABLE)

- | | | |
|--|--|--|
| <input checked="" type="checkbox"/> City Administrator | <input type="checkbox"/> Library | <input type="checkbox"/> Benefits Committee |
| <input checked="" type="checkbox"/> City Attorney | <input type="checkbox"/> Mayor | <input type="checkbox"/> Streets |
| <input checked="" type="checkbox"/> City Clerk | <input checked="" type="checkbox"/> Planning | <input type="checkbox"/> Treasurer |
| <input type="checkbox"/> Building | <input type="checkbox"/> Police | <input checked="" type="checkbox"/> Sustainability |
| <input type="checkbox"/> Engineer | <input type="checkbox"/> Public-Works, | |
| <input type="checkbox"/> Fire Dept. | <input type="checkbox"/> Parks | |
| | <input type="checkbox"/> P & Z Commission | |

RECOMMENDATION FROM APPLICABLE DEPARTMENT HEAD:

Approve Resolution No. 2014- 55 and Sale Contract and First Amendment to Sale Contract for the purchase of Tax Lot 4053A consisting of approximately 10.05 acres located general to the west of Dellav View Subdivision for \$15,000

ACTION OF THE CITY COUNCIL:

Date : _____

City Clerk _____

FOLLOW-UP:

*Ord./Res./Agrmt./Order Originals: Record *Additional/Exceptional Originals to:

Copies (all info.): _____

Copies (AIS only)

Instrument # _____

**CITY OF HAILEY
RESOLUTION NO. 2014-55**

**RESOLUTION OF THE CITY COUNCIL FOR THE CITY OF HAILEY
AUTHORIZING THE EXECUTION OF SALE CONTRACT AND FIRST
AMENDMENT TO SALE CONTRACT WITH CHURCH OF JESUS CHRIST OF
LATTER-DAY SAINTS FOR TAX LOT 4053A CONSISTING OF APPROXIMATELY
10.05 ACRES OF PROPERTY LOCATED GENERALLY WEST OF DELLA VIEW
SUBDIVISION FOR \$15,000.**

WHEREAS, the City of Hailey desires to enter into a Sale Contract and First Amendment to Sale Contract with the Church of Jesus Christ of Latter-Day Saints, where the City of Hailey will purchase above stated property for \$15,000.

WHEREAS, the City of Hailey and Church of Jesus Christ of Latter-Day Saints have agreed to the terms and conditions of the sale contract, copies of which are attached hereto.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF HAILEY, IDAHO, that the City of Hailey approves the Sale Contract and First Amendment to Sale Contract between the City of Hailey and Church of Jesus Christ of Latter-Day Saints and that the Mayor is authorized to execute the attached Contracts,

Passed this 16th day of June, 2014.

City of Hailey

Fritz X. Haemmerle, Mayor

ATTEST:

Mary Cone, City Clerk

Sale Contract

Contract Date: 27 May 2014

Property Number: 5123712 **WO:** 01004 **Property Tax Parcel No** Tax Lot 4053A
Property Address: along Big Wood River near War Eagle Drive
City: Hailey **County/District:** Blaine **State/Province:** Idaho

SELLER:	PURCHASER:
CORPORATION OF THE PRESIDING BISHOP OF THE CHURCH OF JESUS CHRIST OF LATTER-DAY SAINTS, A UTAH CORPORATION SOLE Attention: Real Estate Services Division Terry Bradshaw Address: 50 East North Temple Street, 12th Floor Salt Lake City, Utah 84150 Phone: (801) 240-9544 Cell: Fax: E-Mail: bradshawtr@ldschurch.org Fed ID#: 87-0234341	City of Hailey Address: 115 South Main Street, Suite C Hailey, Idaho 83333 Phone: (208) 788-4221 Cell: Fax: E-Mail: Fed ID#:

1. BASIC TERMS AND DEFINITIONS

(a) Property: The real property commonly known as: vacant land, along Big Wood River near War Eagle Drive, City of Hailey, County of Blaine, State of Idaho, and is composed of approximately 10.05 acres of land.

Legal Description: Tax Lot 4053A, Baline County.
 Metes and bounds legal description to be attached

The Property does not include any shares in any canal, ditch, or irrigation company, and does not include any rights to wells or water.

(b) Purchase Price: The Fixed Purchase Price is: Fifteen Thousand Dollars and 00 Cents (\$15,000.00).

(c) Earnest Money: The Earnest Money is: Dollars and 00 Cents (\$0.00).

(d) Settlement Costs:

	<u>Seller's Share of</u> <u>Costs</u>	<u>Purchaser's Share of</u> <u>Costs</u>
Escrow Fees	50%	50%
Purchaser's Review/Investigation/Entitlements	0%	100%
Standard Title Insurance/Title Opinion	100%	0%
Survey (if any)	0%	100%

(e) Escrow Agent: First American Title
 Contact: Blaine Einzinger
 181 East 5600 South
 Murray, UT 84107

Telephone No. (801) 261-2359
E-mail: beinzinger@firstam.com

(f) Title Company/Abstractor: Fist American Title
Contact: Blaine Einzinger
181 East 5600 South
Murray, UT 84107
Telephone No. (801) 261-2359
E-mail: beinzinger@firstam.com

(g) Feasibility Period Expiration Date: The variable Feasibility Period Expiration Date is: Thirty (30) calendar days after the Effective Date.

Feasibility Period Extension: None.

(h) Closing Date: The variable Closing Date is: Thirty (30) calendar days after the Feasibility Period Expiration Date.

(i) Seller's Transaction Contact: None

Seller's Local Broker: None

(j) Purchaser's Broker: None

(k) Effective Date: Date Seller acknowledges receipt of a fully-executed contract.

(l) Offer Expiration Date: 20 June 2014

(m) RELATIONSHIP DISCLOSURE: THE PURCHASER(S) HEREBY ACKNOWLEDGES THAT HE/SHE, AS THE PRINCIPAL TO THIS TRANSACTION:

(1) HAS NO PERSONAL, BUSINESS OR OTHER RELATIONSHIP TO THE SELLER OR AFFILIATED CORPORATIONS OR GROUPS OTHER THAN THE SALE OF THIS PROPERTY OR

(2) DOES HAVE A RELATIONSHIP TO SELLER AND IS: (MARK AS APPLICABLE):

A CURRENTLY SERVING ECCLESIASTICAL LEADER OF A UNIT OF THE CHURCH OF JESUS CHRIST OF LATTER-DAY-SAINTS ("CHURCH") WHERE THE REAL PROPERTY IS LOCATED;

AN EMPLOYEE OF THE SELLER OR ANY CHURCH ENTITY;

A RELATIVE OF AN EMPLOYEE OF SELLER OR OF ANY OTHER CHURCH ENTITY; OR

A HIRED AGENT OF THE SELLER OR ANY CHURCH ENTITY.

Purchaser's Initials _____

(n) Purchaser's Intended Use: Purchaser presently intends to use the Property for public uses.

(o) Purchase Option Reservation: None

(p) Special Provisions: None

(q) Additional Contingencies: Seller's obligations under this Contract are subject to the following contingencies:

i. Approval by Seller's governing corporate committees, which may be granted or withheld in Seller's sole and absolute discretion.

2. PROPERTY. The Seller agrees to sell the property described in the Basic Terms and Definitions and all improvements and structures affixed to and appurtenant to the land (the "Real Property"), and (a) the personal property located on the Real Property and listed on Exhibit "A" (the "Personal Property"), (b) all of the Seller's right, title and interest in easements, rights-of-way, tenements, and hereditaments appurtenant to the Real Property, and (c) any and all rights, title and interest of Seller in the right of access to the Real Property (collectively, the "Property").

3. EARNEST MONEY. Within ten (10) calendar days after the Effective Date, the Purchaser shall deposit the earnest money deposit in the form of a wire transfer or a certified check as earnest money, to secure and apply to the purchase of the Property described above, with: [] the Escrow Agent / [] Seller's Broker. The earnest money deposit and any interest earned thereon (collectively, the "Earnest Money") shall be applied toward the Purchase Price. Except as provided in Section 15, the Earnest Money shall automatically become non-refundable upon the Feasibility Period Expiration Date.

4. PURCHASER'S FEASIBILITY STUDY.

(a) Title and Survey. As promptly as possible, Seller will provide an abstract of title or cause the Title Company to provide a title commitment or report (collectively, "Title Report") to Purchaser. Purchaser, at its cost and expense, will review the Title Report. Purchaser, at its sole cost and expense, may obtain a survey of the Real Property (the "Survey"). If applicable, Purchaser shall provide Seller with a copy of the Survey within five (5) days after receipt by Purchaser. Before the later of: (a) the Feasibility Period Expiration Date, or (b) five (5) days after Purchaser's receipt of the Title Report (the "Title Objection Date"), Purchaser shall provide Seller with notice of any objections to matters appearing in the Title Report or any objections to matters appearing on the Survey. Notwithstanding the above, Purchaser may not object to the following, which shall be deemed approved by Purchaser: (i) the standard pre-printed exceptions in the Title Report; (ii) public and utility easements, provided they are located along the perimeter of the Property; (iii) roads and highways, if any; (iv) real estate taxes and special taxes or assessments not due and payable on or before Closing or any installments of any special taxes or assessments not due and payable on or before Closing; (v) public rights-of-way, provided they do not dissect the Property; (vi) drainage ditches, feeders, laterals, drain tile, pipes or other conduits; and (vii) all acts or omissions of Purchaser. Any title and survey matters not objected to by Purchaser before the Title Objection Date shall be deemed approved and acceptable to Purchaser and Purchaser waives all objections thereto. Within thirty (30) days following receipt of Purchaser's notice setting forth the title and survey objections, Seller shall have the right, but not the obligation (nor shall Seller be required to commence litigation or to incur any expenditure of money), to cause any such objections to be removed as title exceptions or cause the Title Company to insure over such title exceptions or otherwise remedy such objections. If Seller causes such objections to be removed within such thirty (30) day period, such title and survey objections shall be deemed cured and Purchaser's objections shall be deemed satisfied. If Seller is unable or unwilling to remove such objections within such thirty (30) day period, then Purchaser within ten (10) days after a notice from Seller or expiration of such thirty (30) day period shall have the right, at its sole option, to terminate this Contract. If Purchaser fails to terminate this Contract within such ten (10) day period, Purchaser shall be deemed to have accepted title in its present condition and shall have waived its rights to terminate this Contract. The Closing Date shall be automatically extended to accommodate the time frames set forth above.

(b) Investigations and Contingencies. Commencing as of the Effective Date and continuing until the Feasibility Period Expiration Date, Purchaser and its agents shall: (i) use good faith and diligent efforts to obtain and secure financing to purchase the Property, to the extent applicable; (ii) obtain any governmental approvals, variances, and permits as Purchaser deems necessary; (iii) perform any internal studies or procedures regarding the financial or use feasibility of the Property; and (iv) have the right to enter upon the Real Property to perform such surveys, inspections, investigations, studies, and tests, including without limitation, any soil, engineering, geological, Phase I Environmental Assessments, and other tests and inspections, as Purchaser shall deem appropriate ("Feasibility Study"). If Purchaser desires to perform any invasive inspections, such as soil or water samples or monitoring, Purchaser shall obtain Seller's prior consent. Purchaser shall be responsible for the disturbance of any hazardous materials and samples and shall sign all waste manifests. Purchaser shall give Seller reasonable prior notice of any entry upon the Real Property. Any activity upon the Real Property shall occur during normal business hours (8:00 a.m. to 5:00 p.m.). Purchaser shall not perform any activity on the Real Property on Sundays. Purchaser shall not interfere with or disturb the present use of the Property. Purchaser shall promptly repair any alteration or damage to the Property occurring from the entry and activities performed on the Property and restore the Property to the same condition as existed before such entry and activities on the Property. Seller shall reasonably cooperate with Purchaser in connection with Purchaser's investigation of the Property and Purchaser obtaining any governmental approval, variance or permit, except that such obligation of Seller shall not require Seller to incur any cost or expense. Any zoning or land use designation, subdivision application or map, or

formation of a special improvement district or similar entity shall be subject to Seller's prior approval. Any such designation, request, or application must be effective after closing or, if that is not possible, Purchaser shall become automatically irrevocably committed to purchase the Property upon the change of the zoning or land use designation of the Property, subdivision approval, or formation of a special improvement district or similar entity (in which event Seller shall have the right of specific performance in the event of a default by Purchaser hereunder). Seller hereby grants Purchaser and its agents, servants, employees and consultants a license to enter upon the Property to perform the foregoing. Purchaser shall promptly provide Seller with copies of any and all documents comprising Purchaser's Feasibility Study, provided that Purchaser shall not be obligated to provide any proprietary and confidential documents or documents protected by the doctrine of attorney-work product or by the attorney-client privilege.

(c) Termination Right. Purchaser may terminate this Contract at any time until the Feasibility Period Expiration Date for the failure of any investigation or contingency set forth in Section 4(b) above by providing written notice to Seller explaining the reasons for the termination ("Termination Notice"). If Purchaser fails to provide Seller with the Termination Notice on or before the Feasibility Period Expiration Date, the condition of the Property shall be deemed acceptable and Purchaser shall be deemed to have waived any right to terminate this Contract. If Purchaser requests the right to perform invasive environmental testing, such as collecting soil samples or installing monitoring wells, or if any hazardous materials or environmental contaminants are indicated to exist on the Property, Seller reserves the right to terminate this Contract. The foregoing is subject to the terms of Sections 13 and 15.

(d) Assumption of Risk. Purchaser's or its agents' entry upon the Property shall be solely at Purchaser's risk. Purchaser does hereby release, and shall indemnify and hold Seller harmless from, any and all responsibility, liability or loss arising out of or resulting from entry and activities upon or in connection with the Property by Purchaser or its agents, contractors, subcontractors or consultants, including, but not limited to, any injuries, claims, mechanics' and suppliers' liens and costs, including attorney's fees incurred to pursue or defend the same. Upon request by Seller, Purchaser shall provide Seller with evidence of a policy of commercial general liability insurance with limits reasonably acceptable to Seller, and provide a certificate of insurance on Acord 25S (11/95 ed.) in a form acceptable to Seller, with an additional insured endorsement on form CG 20 10 Form B. Seller shall be endorsed as an additional insured on Purchaser's liability insurance policy. Purchaser shall pay all costs incurred in connection with Purchaser's testing and investigation of the Property, and Purchaser shall hold Seller free and harmless from any such costs or liability. Purchaser shall not suffer any liens to be filed against the Real Property arising out of any request or act of Purchaser, its agents, servants, employees or contractors.

5. SUBDIVISION. If the Real Property is not a legally subdivided parcel, Purchaser, at its sole cost and expense, shall cause to be prepared a subdivision plat or other documentation necessary to subdivide the Real Property. Any subdivision plat must be reviewed and approved by Seller. Seller shall cause the subdivision plat or other documentation to be filed on or before the Closing Date (including concurrently with the Deed), so that Seller may legally convey the Real Property to Purchaser. Any subdivision of the Real Property proposed by Purchaser related to Purchaser's development of the Property shall be made by Purchaser, at Purchaser's sole cost and expense, subject to the terms and conditions of this Contract. Any fees related to the subdivision or development of the Property shall be paid by Purchaser.

6. NO REPRESENTATION/AS-IS/RELEASE. Purchaser acknowledges and agrees that, except as specifically provided in this Contract, Seller and any person acting on behalf of Seller has not made, and Seller hereby specifically disclaims, any warranty, promise, guarantee, and/or representation, oral or written, express or implied, past, present, or future, of, as to, or concerning the Property in any manner whatsoever. Purchaser hereby expressly acknowledges and agrees that Purchaser has the right pursuant to Section 4 hereof to inspect and examine the Property to the extent deemed necessary by Purchaser in order to enable Purchaser to evaluate the purchase of the Property. Purchaser hereby further acknowledges and agrees that Purchaser is relying solely upon its own inspection, examination, and evaluation of the Property and the improvements thereon and that Purchaser is purchasing the Property and the improvements thereon on an "AS-IS," "WHERE-IS" AND "WITH ALL FAULTS"

basis, and Purchaser waives any implied warranty of habitability, merchantability, or fitness for a particular purpose.

If Seller is required by law to make any disclosures (the "Disclosures") relating to the condition of the Property despite the terms of the Contract, such Disclosures shall be subject to the releases and indemnifications set forth in the Contract and the following acknowledgment and agreement by Purchaser. Purchaser acknowledges and agrees that: (a) nothing contained in the Disclosures shall release Purchaser from its obligation to fully inspect, investigate and study the condition of the Property, including without limitation whether the Property is located in any natural hazard areas or whether there are any environmental contaminants or hazardous materials located on the Property; (b) Purchaser has the expertise to perform such investigations; and (c) Purchaser shall release and indemnify Seller as provided in the Contract. Purchaser further acknowledges and agrees that any Disclosures made by Seller regarding the Property are made only pursuant to the actual knowledge of the representative of Seller making the Disclosures without investigation, that the matters set forth in the Disclosures may change prior to the Closing and that Seller has no obligation to update, modify or supplement the Disclosures. Any Disclosures made by Seller shall merge with the Deed and shall not survive Closing. Purchaser may terminate this Contract on or before the later of: (a) the Feasibility Period Expiration Date, or (b) the earlier of three (3) days after Purchaser's receipt of the Disclosures or five (5) days after Seller sent the Disclosures to Purchaser.

Purchaser acknowledges and agrees that Purchaser has thoroughly inspected, or had the opportunity to thoroughly inspect, the Property. Purchaser, for itself and on behalf of each of its agents, employees, officers, directors, consultants, and contractors and the legal successors and assigns of any of them (collectively, "Releasing Parties" and individually as a "Releasing Party"), hereby releases, waives, and forever discharges Seller Parties (defined below) from any claims, demands, damages, liabilities, costs, expenses, actions and causes of action of every kind and nature whatsoever, whether now known or unknown, suspected or unsuspected (collectively, "Claims"), which any Releasing Party has, owns or holds, or at any time had, owned or held, or at any time in the future may have, own or hold against any or all of the Seller Parties, that are or may relate to, arise out of or be connected with or caused by the ownership, improvement, development, use, occupancy or sale of the Property, whether before or after the closing date, including without limitation any loss, damage, injury, illness, death or other Claim attributable to: (a) the use of the Property or any part thereof; (b) the nature and condition of the Property, including, without limitation, (i) the water, air, climate, soil (including, without limitation, a surface or subsurface geologic or groundwater condition, subsidence, slope failure, and settling, expansiveness and swell potential or the effects thereof, the presence of clay or rock, and radon gas or gamma rays emanating from the Real Property), and (ii) the manner, construction, condition, and state of repair or lack of repair of any improvements, including, without limitation, the presence of moisture, mold, fungi, and/or dry rot; (c) the presence on the Property of any insects, animals, threatened or endangered species, or any archaeological sites, artifacts or other matters of archaeological significance, or any environmental contamination, above ground or underground storage tanks, asbestos containing material, mold, dry rot, and lead paint; or (d) the suitability of the Property for the construction of any building and/or any activity or use that Purchaser may elect to conduct thereon, including, without limitation, access, compliance with any laws, rules, ordinances, codes, or regulations of any government or other body, including any environmental, land use, zoning, or building codes (collectively, the "Released Claims").

For purposes of this Contract, the "Seller Parties" shall mean and include: (i) Seller; (ii) any entity controlling, controlled by or under common control with Seller (collectively, "Seller's Affiliates"); (iii) the employees, officers, directors, shareholders, agents, servants, and representatives of Seller or any of Seller's Affiliates; and (iv) the successors and assigns of any of the persons or entities described in clauses (i), (ii), and (iii) above.

Purchaser further agrees that Purchaser will indemnify, defend, and save and hold Seller harmless for, from and against any Claims caused by or resulting from (a) the acts or omissions of Purchaser and Purchaser's employees, agents, servants, representatives, contractors, or consultants (Purchaser's Parties); (b) the condition of the Property; and (c) contact, directly or indirectly, with any environmental contamination, mold, fungi, asbestos containing material, or lead paint on the Property. In the case of renovation, demolition or other occurrence requiring handling, repair or removal of asbestos or materials containing any environmental contamination, asbestos containing material, lead paint, or the contents of any Storage Tanks, Purchaser agrees to remove, cover or repair said materials at Purchaser's

own expense and to comply with the requirements pertaining to such materials located on the Property as law may from time to time require.

Notwithstanding anything in this Section 6 to the contrary, Purchaser does not release or indemnify Seller from: (1) any Claims arising out of bodily injury of unrelated third parties occurring on the Real Property prior to closing, unless such Claims arise in whole or in part from Purchaser's investigation of the Property or the acts or omissions of Purchaser or Purchaser's Parties; (2) any Claims arising out of contractual obligations to third parties undertaken by Seller prior to closing; or (3) the fraud, gross negligence or intentional misconduct of Seller.

PURCHASER ACKNOWLEDGES AND AGREES THAT ALL OF THE TERMS AND CONDITIONS OF THE ENTIRE SECTION 6 ARE MATERIAL CONDITIONS TO THE TRANSACTION AND ARE REFLECTED IN THE PURCHASE PRICE. THE TERMS AND PROVISIONS OF THIS SECTION 6, INCLUDING THE RELEASE AND INDEMNIFICATION BY PURCHASER, SHALL SURVIVE THE CLOSING AND THE RECORDING OF THE DEED AND SHALL NOT MERGE INTO THE DEED. BY SIGNING BELOW, PURCHASER AND SELLER ACKNOWLEDGE AND AGREE TO THE TERMS OF THIS SECTION 6.

Seller represents and the Purchaser acknowledges that the property may be owned by an entity affiliated with a church or religious organization. As a result, the sale of the Property may be subject to governmental and/or court approval depending upon how title is held and the applicable legal requirements. Receipt of any necessary governmental and/or court approvals for Seller to sell the Property is a condition to Closing and the Closing Date shall be automatically extended to accommodate this process. If Seller does not receive the necessary governmental and/or court approvals, this Contract shall terminate and the earnest money deposit shall be returned to Purchaser.

7. RISK OF LOSS. Except as otherwise specifically set forth herein, risk of loss, damage or destruction of the Property and improvements resulting from any insured casualty under a standard "Special Perils Form" insurance policy for the improvements located on the Property or from any waste caused by Seller or Seller's employees, agents or servants, and all Property expenses and insurance, shall be borne by Seller until the Closing Date. Purchaser takes responsibility for, and the Property is subject to any deterioration of the physical condition of the Property and improvements resulting from ordinary wear and tear from and after the date of this Contract and any loss or damage to the Property caused by Purchaser. In the event of any damage or destruction of a portion of the Property, Seller may either elect to repair the damage or terminate this Contract, and will promptly notify Purchaser of the type and extent of such damage and Seller's election whether to repair the damage or terminate the Contract. Notwithstanding Seller's election to terminate the Contract, Purchaser shall have the right to purchase the Property in its damaged and "AS-IS" condition without reduction in the Purchase Price by providing written notice to Seller within ten (10) days after receipt of Seller's notice. If Seller elects to repair the damage and if the repair of the damage will reasonably take longer than ninety (90) days to repair, Purchaser shall have the right to terminate this Contract by providing written notice to Seller within ten (10) days after receipt of Seller's notice. Failure by Purchaser to respond to Seller's notice shall be deemed a waiver of Purchaser's rights set forth herein. The Closing Date shall be automatically extended to effectuate the repair of the damage and the time frames set forth herein. In the event of any condemnation of a material portion of the Property (as mutually agreed upon by the parties), Purchaser shall have the right to terminate this Contract within ten (10) days after notice of the condemnation by providing written notice to Seller. If Purchaser fails to timely terminate this Contract, this Contract shall remain in full force and effect without reduction in the Purchase Price and Seller shall assign to Purchaser the condemnation award or the sale proceeds.

8. SELLER'S OBLIGATIONS. On or before the Closing Date, Seller shall:

- (a) discharge all mechanics and materialmen liens, deeds of trust, mortgages, judgments, and other financial encumbrances affecting the Property except for the lien of property taxes and assessments not yet due and payable;
- (b) provide a fully-executed and duly acknowledged Deed conveying the Property to Purchaser without warranty, except that as of the date of Closing the title of the Property is free from encumbrances made by Seller or by anyone claiming by, through or under Seller and none other, subject to: (i) any state of facts that an accurate and complete ALTA/ACSM Land Title Survey (with all Table A items) and/or physical inspection of the property might disclose, (ii) all zoning regulations, restrictions, rules and ordinances, land use regulations, building restrictions, and other laws and regulations

now in effect or hereafter adopted by any governmental authority having jurisdiction, and (iii) reservations, easements, rights-of-way, declarations, covenants, conditions, restrictions, encroachments, liens, and encumbrances and all other matters of record or enforceable at law or in equity (the "Deed") (Any water or mineral rights to be conveyed to Purchaser (see Section 1(a)) shall be conveyed via quit-claim without any warranty.);

(c) execute and deliver any other documents as may be reasonably required by Purchaser to effectuate the transfer of the Property as provided herein, provided that Seller will not be required to: (i) deliver any documents that are inconsistent with this Contract or in which Seller makes any additional representations, warranties or indemnifications other than expressly set forth herein, or (ii) incur any additional costs other than expressly agreed to herein (The Grantor specifically reserves, excepts and retains Mineral Rights. For purposes of this instrument, "Mineral Rights" include, whether on, in or under the premises, all of the following--minerals, whether common or precious; coal; carbons; hydrocarbons; oil; gas; petroleum; chemical elements and substances whether in solid, liquid or gaseous form; and steam and all sources of geothermal energy. In the event all or part of the Mineral Rights have been reserved or severed previously from the surface estate, grantor hereby reserves, excepts and retains all of the Mineral Rights not previously reserved and reserves, excepts and retains its after-acquired title to all of the Mineral Rights to the extent that prior reservations thereof are released or abandoned after the date of this conveyance.); and

(d) execute and provide a Closing Settlement Statement consistent with this Contract to Escrow Agent and pay Seller's share of any closing costs as set forth in Section 10 below (collectively, "Seller's Obligations").

9. PURCHASER'S OBLIGATIONS. On or before Closing, Purchaser (a) shall deposit with the Escrow Agent the Purchase Price and Purchaser's share of the closing costs as set forth in a mutually acceptable Closing Settlement Statement consistent with this Contract, less the Earnest Money; (b) execute and deliver any other documents as may be required to effectuate the transfer of the Property as provided herein; and (c) execute and provide a Closing Settlement Statement consistent with this Contract to Escrow Agent (collectively, "Purchaser's Obligations").

10. CLOSING COSTS AND PRORATIONS. Each party will pay its own costs in connection with the negotiation of this Contract, the performance of its obligations under this Contract and the Closing of the transaction, except as provided below. Seller and Purchaser shall pay the costs set forth in subsection 1(d) of this Contract in the percentages set forth therein. All other closing costs will be allocated between the parties pursuant to the custom in the geographic region where the Property is located. Each Party will pay the cost of its own attorneys, brokers, agents, consultants, and engineers associated with this Contract and the transaction described herein. At Closing, current real property taxes and assessments, utility service, and all other expenses of the Property shall be prorated as of the Closing Date. Prorations shall be based on the most recent figures available and shall be final.

11. CLOSING. Upon the satisfaction of Seller's Obligations and Purchaser's Obligations and receipt from Seller and Purchaser of a written authorization to close the transaction, Escrow Agent shall close this transaction by delivering the Deed and any other applicable closing documents to Purchaser and releasing the Purchase Price and delivering any applicable closing documents to Seller (the "Closing"). Except for the terms of Section 6 that survive closing and payment of the Purchase Price, all the terms and conditions of this Contract shall merge with the Deed at Closing.

12. BROKERAGE COMMISSIONS. Purchaser has been represented by Purchaser's Broker and Seller has been represented by Seller's Broker. Except for the foregoing the parties agree that no other brokers, agents or finders have been involved in this transaction and each party hereby agrees to indemnify and hold the other completely free and harmless from any and all liability based upon claims from their respective brokers or agents and any other brokers, agents, finders or others claiming through or under the indemnifying party.

13. DEFAULT.

(a) Purchaser's Default. Should the closing fail to occur due to Purchaser's default, Seller may terminate this Contract whereupon the Earnest Money shall be released to Seller, and Seller shall have the right to pursue any damages in excess of the Earnest Money permitted by law. In the event of any other failure of Purchaser to perform according to this Contract (including causing the land use designation of the Property to be modified prior to closing as addressed in

Section 4b) within ten (10) days after written notice from Seller, Seller shall have the right to pursue any available remedy at law or in equity, including specific performance.

(b) Seller's Default. Should Seller fail to perform according to this Contract within ten (10) days after written notice from Purchaser, Purchaser may, as its sole and exclusive remedy, either: (i) seek an action for specific performance (which action must be commenced within thirty (30) days after the occurrence of the alleged default); or (ii) terminate this Contract whereupon the Purchase Price and/or Earnest Money shall be released to Purchaser pursuant to Section 15 below.

If this Contract is terminated due to a Seller's default, Seller shall pay any and all escrow cancellation charges. If this Contract is terminated due to a Purchaser's default or at Purchaser's election (except in the event of a Seller's default), Purchaser shall pay any and all escrow cancellation charges. If this Contract is terminated due to any other reason, the parties shall each pay one-half of the escrow cancellation charges.

14. ATTORNEY FEES. If either party employs an attorney to enforce or defend its rights under this Contract, the prevailing party shall be entitled to its reasonable expenses, including but not limited to attorney's fees incurred whether occasioned by litigation or otherwise.

15. TERMINATION. Except as otherwise provided in this Contract (such as under the terms of Section 13), in the event this Contract is terminated by Seller or Purchaser in accordance with the terms and conditions set forth herein, any portion of the Purchase Price (including the Earnest Money) paid by Purchaser less One Hundred Dollars (\$100.00) shall be immediately released to Purchaser and One Hundred Dollars (\$100.00) shall be released to Seller as independent consideration for this Contract, and neither party shall have any liability to the other, except for the party's obligations that survive the termination of this Contract.

16. NOTICES. ALL NOTICES SHALL BE IN WRITING AND SENT TO SELLER AND PURCHASER AT THE ADDRESSES PROVIDED HEREIN AND GIVEN BY PERSONAL DELIVERY, OVERNIGHT COURIER SERVICE, FACSIMILE, OR REGULAR MAIL. NOTICES SHALL BE DEEMED DELIVERED THE DATE ACTUALLY DELIVERED OR FIVE (5) BUSINESS DAYS AFTER DEPOSIT IN REGULAR MAIL.

17. POSSESSION. Purchaser shall neither possess the Property nor make any improvements to the Property before Closing. Seller shall deliver possession of the Property to Purchaser immediately after Closing, unless otherwise set forth herein.

18. SUCCESSORS AND ASSIGNS. This Contract may not be assigned or transferred by Purchaser. Seller reserves the right to sell and transfer the Property to Suburban Land Reserve, Property Reserve, Inc., Property Reserve Arizona, LLC, or any entity controlling, controlled by or under common control with such entities or Seller, provided that such transferee shall assume Seller's obligations under this Contract and be subject to Purchaser's rights to purchase the Property in accordance with the terms and conditions of this Contract. Subject to the limitations on assignment in this Section, all the terms and provisions of this Contract shall bind and inure to the benefit of the parties hereto, their heirs, successors, personal representatives, and permitted assigns. Notwithstanding anything herein to the contrary, Seller shall have the right to accept back-up offers for the purchase of the Property, which offers shall be subject to Purchaser's rights set forth in this Contract.

19. AUTHORITY OF SIGNERS. If Purchaser is a corporation, partnership, trust, estate, or other entity, the person(s) signing this Contract on Purchaser's behalf warrants that he/she has authority to so sign and to bind the Purchaser by his/her signature, that corporate, partnership, trust or other necessary approvals have been obtained, and that this Contract is binding upon Purchaser.

20. TIME IS OF THE ESSENCE. Time is of the essence of each and every term and condition of this Contract to be performed by Purchaser. Purchaser's failure to perform any obligation or provide notice to Seller by the time and date required by this Contract shall be binding on Purchaser pursuant to the terms of the Contract, and Purchaser's failure to purchase the Property on the Closing Date shall be a material breach and shall discharge the Seller from its obligations under this Contract. If any deadline falls on a Saturday, Sunday or official holiday of the nation, state or province where the Property is located, the deadline shall be the next business day.

21. FINANCIAL ABILITY/BANKRUPTCY/DEATH/DISSOLUTION. Purchaser represents that it has the financial resources available to Purchaser to purchase the Property for the Purchase Price. Purchaser acknowledges that Purchaser's financial ability to purchase the Property is a material inducement and condition precedent to Seller's obligations under this Contract. The parties agree that if Purchaser cannot provide evidence of the financial resources to purchase the Property by the Feasibility Period Expiration Date (if requested by Seller), if a voluntary or involuntary petition for bankruptcy protection is filed by or against Purchaser, or if Purchaser becomes insolvent, dissolved or deceased, Seller may immediately terminate this Contract upon written notice to Purchaser.

22. LIKE-KIND EXCHANGE. None.

23. MISCELLANEOUS. The terms of this Contract constitute the entire contract and agreement between the parties, and any modifications of this Contract must be in writing in an addendum to this Contract, and signed by both parties. The waiver of any right herein must be in writing, and any such waiver shall not be deemed to be a waiver of any subsequent right or any other right granted herein. This Contract may be executed in counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument. Any facsimile or copies of original signatures (including electronic medium, such as pdf, tif or other files) shall be considered and treated as if they were original signatures. No term or provision of this Contract is intended to, nor shall it, benefit any party (including any broker) not a party hereto. Neither this Contract, a notice memorandum or short-form of this Contract, nor a lis pendens shall be recorded against the Property. This Contract was negotiated between sophisticated parties, neither of which acted under any duress or compulsion, whether, legal, economic or otherwise, and each of which was represented, or voluntarily elected not to be represented, by legal counsel. As such, the terms of this Contract shall be interpreted in their usual and customary meanings. The parties waive the application of any rule of law that would require the interpretation of this Contract against either party. This Contract shall be interpreted in a reasonable manner to effectuate the intent of the parties.

24. EFFECTIVENESS. THE SUBMISSION OF THIS CONTRACT FOR EXAMINATION OR ITS NEGOTIATION OR THE NEGOTIATION OF THE TRANSACTION DESCRIBED HEREIN DOES NOT CONSTITUTE AN OFFER, AND THE EXECUTION OF THIS CONTRACT BY SELLER DOES NOT CONSTITUTE A BINDING CONTRACT UNTIL SUCH TIME AS THIS CONTRACT HAS BEEN APPROVED BY THE GOVERNING COMMITTEES OF SELLER, EXECUTED BY PURCHASER AND SELLER, AND DELIVERED TO PURCHASER.

THIS IS A LEGALLY BINDING CONTRACT. THE PARTIES ARE ENCOURAGED TO CAREFULLY READ THE CONTRACT AND CONSULT LEGAL COUNSEL REGARDING ITS TERMS AND CONDITIONS.

SELLER:

CORPORATION OF THE PRESIDING BISHOP OF THE CHURCH OF JESUS CHRIST OF LATTER-DAY SAINTS, A UTAH CORPORATION SOLE

By: _____

Its: Authorized Agent

_____ Date

PURCHASER:

Purchaser's Signature

Date

Purchaser's Signature

Date

Name (Print)

Name (Print)

Purchaser's Signature

Date

Purchaser's Signature

Date

Name (Print)

Name (Print)

RECEIPT

I acknowledge receipt of the final copy of the foregoing agreement including any addendum, amendment, or counter offer bearing all signatures.

SELLER:

CORPORATION OF THE PRESIDING BISHOP OF THE CHURCH OF JESUS CHRIST OF LATTER-DAY SAINTS, A UTAH CORPORATION SOLE

Real Estate Project Manager

Effective Date*

*Effective Date, as indicated in Paragraph 1(k) of the Contract, is the date Seller acknowledges receipt of a fully-executed contract, as is evidenced by signature within this box.

Exhibit "A"
to Real Estate Sale Contract
(List of Personal Property)

This sale shall specifically include the following personal property:

- None

This sale specifically does not include the following personal property, which shall be excluded from the Property purchased, and which shall be removed from the Real Property before the Closing Date:

- None

Exhibit "B"
to Real Estate Sale Contract

Map

RECORD OF SURVEY OF TAX LOT 4053A FOR THE CITY OF HAILEY

LOCATED WITHIN SECTION 16, T.2 N., R.18 E., B.M., BLAINE COUNTY, IDAHO
MARCH 2014



NOTES

- 1) This boundary survey is based upon the descriptions contained in deeds recorded as Instrument No.s 137568 and 135689, and the recorded plats of Della View Subdivision (Instrument No. 137447), Broadford Estates Subdivision (Instrument No. 325206) and Stevens Ranch LLC (Instrument No. 568478). No title report has been provided to the Surveyor for this property. This survey does not purport to reflect any of the following which may be applicable to subject real property: natural hazards, encroachments, wellheads, easements, building setbacks, restrictive covenants, subdivision restrictions, zoning or any other land-use regulations. An independent title search has not been performed by the surveyor for this project.
- 2) Retracement of the eastern parcel boundary.
The adjoining "tax lots on the east side of the survey area have descriptions that contain calls to the "bank of the river". The tendency within the current survey industry is to construe a conveyance to the "bank" or to the "river" as describing a riparian boundary subject to the rules of accretion and reliction. Although the deeds call "to the bank of the Big Wood River", the text within the deeds also calls for exact locations of "points" along the bank. The owners certificate for the Della View Subdivision also calls to the "bank of the Big Wood River", and survey monuments were placed at specific locations called for in the description (the deed prior to subdivision was not available at time of survey).

SCALE: 1" = 100'

LEGEND

-----	1/4 Section Line
-----	1/16th Section Line
-----	Property Boundary
-----	Adjoining Property Line
-----	Halley City Limit Line
-----	Top of Bank Line
○	Found 1/2" Rebar
○	Found 5/8" Rebar
⊙	Found Aluminum Cap
⊙	Found Brass Cap
△	Calculated Point (No Pin Set)
●	Set 5/8" Rebar, P.L.S. 13280
WC	Witness Corner

NOTES - CONTINUED

Since the both the dead "points" and the monuments set describe a line capable of definite location and they contain no language subordinating said line to a possible riparian boundary, it is the surveyor's opinion that the intent of the deed was NOT to establish a riparian boundary and that the boundary is fixed in location as described by the "points" and subsequent monumentation in 1970. The boundary through this area shown here on is reflective of this opinion.

3) Retracement of the southern parcel boundary.
The 1970 Della View Subdivision Plat and the 1980 Broadford Estates Subdivision Plats both have calls to the east/west center section line in the owners certificate for their southern boundaries, and the properties adjoining the southern boundary were monumented at the time of platting. It is clear these plats intended to follow the east/west center section line. The 2006 Stevens Ranch LLC plat and the 2006 Crox Canyon Ranch Subdivision II plats have correctly calculated the Center 1/4 at an intersection between the sections 1/4 corners, which results in an east/west center section line that falls substantially south of that used in the earlier plats. Since this area is now platted using different information on the north and the south sides, an unplatted parcel gap currently exists.

The earlier plats attempted to develop the east/west center section line, monumented the line, and constructed improvements based on said line. The 2006 & 2009 plats used correct procedures for the section breakdown but more accurate survey techniques. I have accepted the east/west center section line from the earlier plats as the original, and thereby controlling, section breakdown where it falls coincidental with their boundary. The plating gap between the two techniques falls south of the east/west center section line established by the earlier plats.

CERTIFICATE OF SURVEYOR

I hereby certify that I am a Registered Land Surveyor in the State of Idaho and that this map is a true and accurate representation of a survey done under my direct supervision.



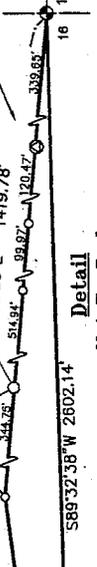
BRIAN D. YEAGER, P.L.S. 13280



TAX LOT 4053A
Parcel B
25,444 S.F.±
0.58 acre±

LOT 2 STEVENS FAMILY RANCH
LLC PROPERTY BOUNDARY (Not
Center Section Line)

See Detail



Detail
Not To Scale

1/4 CORNER
SECTION 16
CP&F NO. 431231 17

1/4 CORNER
SECTION 16
CP&F NO. 2695.23

1/4 CORNER
SECTION 16
CP&F NO. 580072

1/4 CORNER SECTION 16
CP&F NO. 384901
BLAINE COUNTY
(2N18E18W1/4)

RECORD OF SURVEY OF TAX LOT 4053A
FOR THE CITY OF HAILEY
HAILEY, IDAHO

SHEET 1 OF 1
Job No. 7092

TAX LOT 4053A FOR THE CITY OF HAILEY

RECORD OF SURVEY OF
LOCATED WITHIN SECTION 16, T.2 N., R.18 E., B.M., BLAINE COUNTY, IDAHO

MARCH 2014



N 1/4 CORNER
SECTION 16
CP&F NO. 477216

SCALE: 1" = 100'

NOTES
1) This boundary survey is based upon the descriptions contained in deeds recorded as Instrument No.s 137568 and 13569, and the recorded plats of Della View Subdivision (Instrument No. 137447), Broadford Estates Subdivision (Instrument No. 325206) and Stevens Ranch LLC (Instrument No. 568478). No title report has been provided to the Surveyor for this property. This survey does not purport to reflect any of the following which may be applicable to subject real property: natural hazards, encroachments, wetlands, easements, building setbacks, restrictive covenants, subdivision restrictions, zoning or any other land-use regulations. An independent title search has not been performed by the surveyor for this project.
2) Retracement of the eastern parcel boundary. The adjoining Tax Lots on the east side of the survey area have descriptions that contain calls to the "bank of the river". The tendency within the current survey industry is to construe a conveyance to the "bank" or to the "river" as describing a riparian boundary subject to the rules of accretion and reliction. Although the deeds call "to the bank of the Big Wood River", the text within the deeds also calls for exact locations of "points" along the bank. The owners certificate for the Della View Subdivision also calls to the "bank of the Big Wood River" and survey monuments were placed at specific locations called for in the description (the deed prior to subdivision was not available at time of survey).

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NOTES - CONTINUED

Since the both the deed "points" and the monuments set describe a line capable of definite location and they contain no language subordinating said line to a possible riparian boundary, it is the surveyors opinion that the intent of the deed was NOT to establish a riparian boundary and that the boundary is fixed in location as described by the "points" and subsequent monumentation in 1970. The boundary through this area shown here on is reflective of this opinion.

4) Retracement of the southern parcel boundary. The 1970 Della View Subdivision Plat and the 1990 Broadford Estates Subdivision Plats both have calls to the east/west center section line in the owners certificate for their southern boundaries, and the properties adjoining the southern boundary were monumented at the time of platting. It is clear these plats intended to follow the east/west center section line. The 2009 Stevens Family Ranch LLC plat and the 2006 Croy Canyon Ranch Subdivision Plats have correctly calculated the Center 1/4 at an intersection between the sections 1/4 corners; which results in an east/west center section line that falls substantially south of that used in the earlier plats. Since this area is now platted using different information on the north and the south sides, an unplatted parcel/gap currently exists. The earlier plats attempted to develop the east/west center section line, monumented the line, and constructed improvements based on said line. The 2006 & 2009 plats used correct procedures for the section breakdown but more accurate survey techniques. I have accepted the east/west center section line from the earlier plats as the original, and thereby controlling, section breakdown where it falls coincidental with their boundary. The plating gap between the two techniques falls south of the east/west center section line established by the earlier plats.

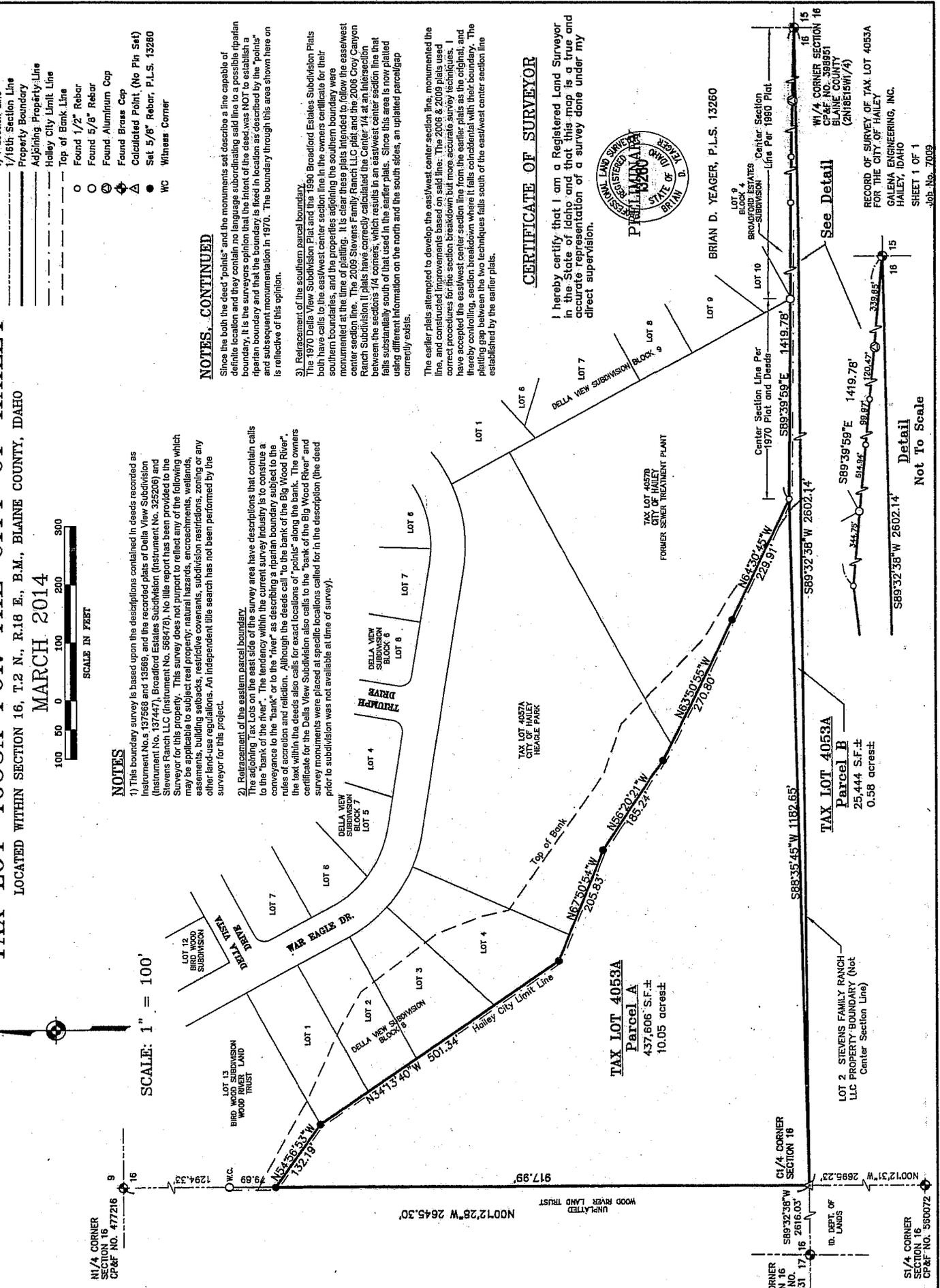
5) Retracement of the southern parcel boundary. The 1970 Della View Subdivision Plat and the 1990 Broadford Estates Subdivision Plats both have calls to the east/west center section line in the owners certificate for their southern boundaries, and the properties adjoining the southern boundary were monumented at the time of platting. It is clear these plats intended to follow the east/west center section line. The 2009 Stevens Family Ranch LLC plat and the 2006 Croy Canyon Ranch Subdivision Plats have correctly calculated the Center 1/4 at an intersection between the sections 1/4 corners; which results in an east/west center section line that falls substantially south of that used in the earlier plats. Since this area is now platted using different information on the north and the south sides, an unplatted parcel/gap currently exists. The earlier plats attempted to develop the east/west center section line, monumented the line, and constructed improvements based on said line. The 2006 & 2009 plats used correct procedures for the section breakdown but more accurate survey techniques. I have accepted the east/west center section line from the earlier plats as the original, and thereby controlling, section breakdown where it falls coincidental with their boundary. The plating gap between the two techniques falls south of the east/west center section line established by the earlier plats.

CERTIFICATE OF SURVEYOR

I hereby certify that I am a Registered Land Surveyor in the State of Idaho and that this map is a true and accurate representation of a survey done under my direct supervision.



BRIAN D. YEAGER, P.L.S. 13260



See Detail

Detail
Not To Scale

RECORD OF SURVEY OF TAX LOT 4053A
FOR THE CITY OF HAILEY
GALENA ENGINEERING, INC.
HAILEY, IDAHO
SHEET 1 OF 1
Job No. 7009

First Amendment to Sale Contract

This First Amendment to Sale Contract (this "**Amendment**") is made this ___ day of June, 2014 (the "**Effective Date**"), by and between CORPORATION OF THE PRESIDING BISHOP OF THE CHURCH OF JESUS CHRIST OF LATTER-DAY SAINTS, a Utah corporation sole ("**Seller**"), and CITY OF HAILEY, an Idaho municipal corporation ("**Purchaser**").

RECITALS

A. Seller and Purchaser entered into that certain Sale Contract on or about May 27, 2014, with respect to certain property located in Blaine County, Idaho (the "**Sale Contract**").

B. Seller and Purchaser desire to amend the Sale Contract as set forth in this Amendment.

AGREEMENT

NOW THEREFORE, in consideration of the mutual covenants contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. **Purchaser's Feasibility Study.** Section 4(a) of the Sale Contract is hereby deleted in its entirety and amended to read as follows:

(a) **Title and Survey.** As promptly as possible, Seller shall cause the Title Company to provide a title commitment or report (collectively, "Title Report") to Purchaser. Purchaser, at its cost and expense, will review the Title Report. Purchaser, at its sole cost and expense, may obtain a survey of the Real Property (the "Survey"). If applicable, Purchaser shall provide Seller with a copy of the Survey within five (5) days after receipt by Purchaser. Before the later of: (a) the Feasibility Period Expiration Date, or (b) five (5) days after Purchaser's receipt of the Title Report (the "Title Objection Date"), Purchaser shall provide Seller with notice of any objections to matters appearing in the Title Report or any objections to matters appearing on the Survey. Notwithstanding the above, Purchaser may not object to the following, which shall be deemed approved by Purchaser: (i) the standard pre-printed exceptions in the Title Report; (ii) public and utility easements, provided they are located along the perimeter of the Property; (iii) roads and highways, if any; (iv) real estate taxes and special taxes or assessments not due and payable on or before Closing or any installments of any special taxes or assessments not due and payable on or before Closing; (v) public rights-of-way, provided they do not dissect the Property; (vi) drainage ditches, feeders, laterals, drain tile, pipes or other conduits; and (vii) all acts or omissions of Purchaser. Any title and survey matters not objected to by Purchaser before the Title Objection Date shall be deemed approved and acceptable to Purchaser and Purchaser waives all objections thereto. Within thirty (30) days following receipt of Purchaser's notice setting forth the title and survey objections, Seller shall have the right, but not the obligation (nor shall Seller be required to commence litigation or to incur any expenditure of money), to cause any such objections to be removed as title exceptions or cause the Title Company to insure over such title exceptions

or otherwise remedy such objections. If Seller causes such objections to be removed within such thirty (30) day period, such title and survey objections shall be deemed cured and Purchaser's objections shall be deemed satisfied. If Seller is unable or unwilling to remove such objections within such thirty (30) day period, then Purchaser within ten (10) days after a notice from Seller or expiration of such thirty (30) day period shall have the right, at its sole option, to terminate this Contract. If Purchaser fails to terminate this Contract within such ten (10) day period, Purchaser shall be deemed to have accepted title in its present condition and shall have waived its rights to terminate this Contract. The Closing Date shall be automatically extended to accommodate the time frames set forth above.

2. **Subdivision.** Section 5 of the Sale Contract is hereby deleted in its entirety.

3. **Warranty Deed.** Section 8(b) of the Sale Contract is hereby deleted in its entirety and amended to read as follows:

(b) provide a fully-executed and duly acknowledged Special Warranty Deed in form substantially similar to that found on Exhibit A, attached hereto and incorporated herein by this reference (the "Deed"), conveying the Property to Purchaser without warranty, except that as of the date of Closing the title of the Property is free from encumbrances made by Seller or by anyone claiming by, through or under Seller and none other, subject to: (i) any state of facts that an accurate and complete ALTA/ACSM Land Title Survey (with all Table A items) and/or physical inspection of the property might disclose, (ii) all zoning regulations, restrictions, rules and ordinances, land use regulations, building restrictions, and other laws and regulations now in effect or hereafter adopted by any governmental authority having jurisdiction, and (iii) reservations, easements, rights-of-way, declarations, covenants, conditions, restrictions, encroachments, liens, and encumbrances and all other matters of record or enforceable at law or in equity (any water or mineral rights to be conveyed to Purchaser (see Section 1(a)) shall be conveyed via quit-claim without any warranty);

4. **Mineral Rights.** Section 8(c) of the Sale Contract is hereby deleted in its entirety and amended to read as follows:

(c) execute and deliver any other documents as may be reasonably required by Purchaser to effectuate the transfer of the Property as provided herein, provided that Seller will not be required to: (i) deliver any documents that are inconsistent with this Contract or in which Seller makes any additional representations, warranties or indemnifications other than expressly set forth herein, or (ii) incur any additional costs other than expressly agreed to herein (The Grantor specifically reserves, excepts, and retains the Mineral Rights five-hundred (500) feet below surface level. For purposes of this instrument, "Mineral Rights" include, whether on, in or under the premises, all of the following--minerals, whether common or precious; coal; carbons; hydrocarbons; oil; gas; petroleum; chemical elements and substances whether in solid, liquid or gaseous form; and steam and all sources of geothermal energy. In the event all or part of the Mineral Rights have been reserved or severed previously from the surface estate, grantor hereby reserves, excepts, and retains the Mineral Rights five-hundred (500) feet below surface level that are either not previously reserved or, to the extent reserved, released or abandoned after the date of this conveyance.)

5. **Brokerage Commissions.** Section 12 of the Sale Contract is hereby deleted in its entirety and amended to read as follows:

Brokerage Commissions. The parties agree that no brokers, agents or finders have been involved in this transaction and each party hereby agrees to indemnify and hold the other completely free and harmless from any and all liability based upon claims from brokers, agents, finders, or others claiming through or under the indemnifying party.

6. **Amendment to Purchase Agreement.** To the extent that the terms and conditions of this Amendment modify or conflict with any provisions of the Sale Contract, including prior addenda, schedules and exhibits, the terms of this Amendment shall control. All other terms of the Sale Contract, including all prior addenda, schedules and exhibits, not modified by this Amendment shall remain the same.

7. **Defined Terms.** Capitalized terms used in this Amendment which are not otherwise defined herein shall have the same meanings given to such terms in the Sale Contract.

8. **Counterparts.** This Amendment may be executed in counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument.

[signatures to follow]

The parties have executed this Amendment as of the Effective Date.

SELLER:

**CORPORATION OF THE PRESIDING
BISHOP OF THE CHURCH OF JESUS
CHRIST OF LATTER-DAY SAINTS,**
a Utah corporation sole

By: _____
Name: _____
Its: _____

PURCHASER:

CITY OF HAILEY,
an Idaho municipal entity

By: _____
Name: _____
Its: _____

EXHIBIT A

[Special Warranty Deed Form]

After recording, return to:
City of Hailey

Attn:

115 South Main Street, Suite C
Hailey, Idaho 83333

With a Copy to:

Corporation of the Presiding Bishop of
The Church of Jesus Christ of Latter-day Saints
Attn: Terry Bradshaw [PN: 512-3712]
50 East North Temple Street, 12th Floor
Salt Lake City, UT 84150

Tax Parcel Nos.: Tax Lot 4053A

SPECIAL WARRANTY DEED

[512-3712]

CORPORATION OF THE PRESIDING BISHOP OF THE CHURCH OF JESUS CHRIST OF LATTER-DAY SAINTS, a Utah corporation sole ("**Grantor**"), whose address is 50 East North Temple Street, Salt Lake City, UT 84150, hereby grants to CITY OF HAILEY, an Idaho municipal corporation ("**Grantee**"), whose address is 115 South Main Street, Suite C, Hailey, Idaho 83333, the following real property located in City of Hailey, County of Blaine, State of Idaho, described on Exhibit A, attached hereto and incorporated herein by this reference.

TOGETHER WITH all tenements, hereditaments and appurtenances thereto belonging or in any wise appertaining, subject to the reservations more fully described below.

SUBJECT TO (i) current taxes and assessments, (ii) all the reservations, easements, covenants, conditions, restrictions, encumbrances, and other rights or interests of record or enforceable at law or equity, and (iii) all zoning laws, ordinances, rules, and regulations.

TO HAVE AND HOLD the said premise, with their appurtenances unto the said Grantee, its successors and assigns forever.

RESERVING UNTO Grantor Mineral Rights five-hundred (500) feet below surface level. For purposes of this instrument, "Mineral Rights" include, whether on, in or under the premises, all of the following--minerals, whether common or precious; coal; carbons; hydrocarbons; oil; gas; petroleum; chemical elements and substances whether in solid, liquid or gaseous form; and steam and all sources of geothermal energy. In the event all or part of the Mineral Rights have been reserved or severed previously from the surface estate, Grantor reserves, excepts and retains all of the Mineral Rights five-hundred (500) feet below surface level not previously reserved and reserves, excepts and retains its after-acquired title to all of the Mineral Rights five-hundred (500) feet below surface level to the extent that prior reservations thereof are released or abandoned after the date of this conveyance.

4836-9176-7835

And the said Grantor does hereby covenant unto the said Grantee to defend the title to the within described property but only against all claiming by through or under it, and against acts of itself.

IN WITNESS WHEREOF, Grantor has executed this Special Warranty Deed this ____ day of _____, 2014.

GRANTOR: CORPORATION OF THE PRESIDING BISHOP OF THE CHURCH OF JESUS CHRIST OF LATTER-DAY SAINTS, a Utah corporation sole

By: _____

Name: _____

Its: Authorized Agent

STATE OF UTAH)
 :ss
COUNTY OF SALT LAKE)

On this ____ day of _____, 2014, personally appeared before me _____, personally known to me to be an Authorized Agent of CORPORATION OF THE PRESIDING BISHOP OF THE CHURCH OF JESUS CHRIST OF LATTER-DAY SAINTS, a Utah corporation sole, who acknowledged before me that he signed the foregoing instrument as Authorized Agent for CORPORATION OF THE PRESIDING BISHOP OF THE CHURCH OF JESUS CHRIST OF LATTER-DAY SAINTS, a Utah corporation sole, and that said instrument is the free and voluntary act of said corporation, for the uses and purposes therein mentioned, and on oath stated that he was authorized to execute said instrument on behalf of said corporation and that said corporation executed the same.

WITNESS my hand and official seal.

Notary Public for Utah

STATE OF TEXAS
COUNTY OF [illegible]

[Legal Description of Real Property]

[The following text is extremely faint and largely illegible. It appears to be a legal description of real property, possibly including a survey or reference to a plat. The text is oriented vertically on the page.]

