

RESOLUTION NUMBER 04-078

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF KETCHUM, IDAHO, AUTHORIZING THE MAYOR TO EXECUTE A JOINT EXERCISE OF POWERS AGREEMENT WITH THE POLICE DEPARTMENT OF THE CITY OF SUN VALLEY, IDAHO, WHICH MAY BE AMENDED TO INCLUDE THE POLICE DEPARTMENTS OF OTHER LOCAL GOVERNMENTAL ENTITIES.

WHEREAS, in the interest of conserving resources and protecting and promoting the public health, safety and welfare, certain law enforcement situations require the Police Departments of the City of Sun Valley and the City of Ketchum to cooperate with each other, share resources and undertake a multi-jurisdictional response; and

WHEREAS, Idaho Code Section 67-2328 authorizes the parties to collaborate in this manner by entering an agreement for the joint exercise of powers; and

WHEREAS, each of the parties satisfies the requirements set forth in Idaho Code Sections 67-2327, 67-2328, 67-2337 and 67-2338 which provide for public agencies to enter such an agreement; and

WHEREAS, each of the parties has appropriate equipment and trained personnel necessary to provide such services; and

WHEREAS, the police departments of other local governmental entities may desire to enter the Agreement contemplated in this Resolution and the City of Ketchum may desire to allow such police departments to enter such Agreement; and

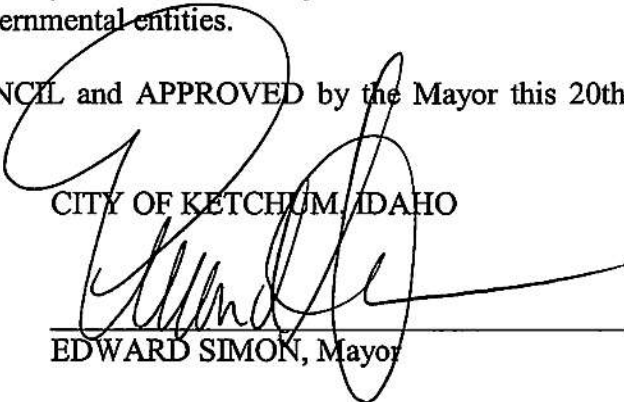
WHEREAS, the City Council of the City of Ketchum hereby finds that a joint exercise of powers agreement is necessary to conserve resources and to protect and promote the public health, safety and welfare of the inhabitants of the City of Ketchum.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and City Council of the City of Ketchum, Idaho:

1. The City Council of the City of Ketchum, Idaho, hereby authorizes and instructs the Mayor of said City to execute a joint exercise of powers agreement with the Police Department of the City of Sun Valley, Idaho, which may be amended to include the police departments of other local governmental entities.

PASSED BY THE CITY COUNCIL and APPROVED by the Mayor this 20th day of September, 2004.

CITY OF KETCHUM, IDAHO


EDWARD SIMON, Mayor

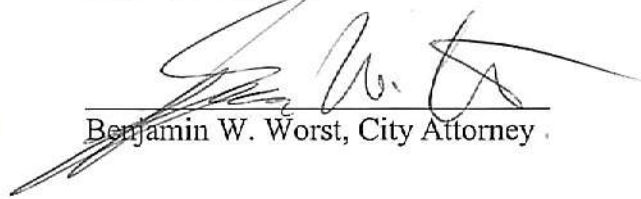


ATTEST:

A handwritten signature in blue ink that reads "Sandra E. Cady".

Sandra E. Cady, CMC
City Treasurer/Clerk

APPROVED AS TO FORM
AND CONTENT:

A handwritten signature in black ink that reads "Benjamin W. Worst".

Benjamin W. Worst, City Attorney

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SEP - 1



JOINT EXERCISE OF POWERS AGREEMENT

(Law Enforcement - Mutual Aid Agreement)

THIS AGREEMENT, made and entered into between all of the respective law enforcement agencies in Blaine County, Idaho, those agencies being, the **BLAINE COUNTY SHERIFF'S OFFICE, BELLEVUE MARSHALL'S OFFICE, HAILEY POLICE DEPARTMENT, KETCHUM POLICE DEPARTMENT** and **SUN VALLEY POLICE DEPARTMENT**, and the **BLAINE COUNTY PROSECUTING ATTORNEYS OFFICE**, herein referred to as "party or parties".

WITNESSETH:

WHEREAS, each of the parties hereto is a "public agency" as defined by *Idaho Code* § 67-2327, and is therefore authorized to enter into a Joint Exercise of Powers Agreement under *Idaho Code* § 67-2328; and

WHEREAS, each of the parties is authorized to enter into mutual assistance compacts under *Idaho Code* § 67-2337; and

WHEREAS, each of the parties, as a "public agency" is entering into this Joint Exercise of Powers Agreement under and pursuant to *Idaho Code* § 67-2338 and by resolution or ordinance duly enacted by each party pursuant to *Idaho Code* § 67-2328(b); and

WHEREAS, each of the parties have interest in law enforcement, protection, and control; and

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WHEREAS, each of the parties own and maintain equipment and employ personnel who are trained to provide law enforcement, protection, and control; and

WHEREAS, in the event of an emergency, a catastrophe, or based upon the situation or event, including serious violent crimes, narcotics investigations, child sexual abuse investigation and mental health commitments, one of the parties may need the assistance of another party to provide law enforcement, protection, and control; and

WHEREAS, in order to effectively protect and serve the respective communities as well as provide investigative assistance for serious violent crimes, narcotics offenses, child sexual abuse cases and metal commitments occurring within the jurisdiction of the parties, it is necessary to undertake multi-jurisdictional enforcement efforts through this *Joint Exercise of Powers Agreement*. Furthermore, it is agreed upon by the parties that for the investigation of serious narcotics investigations, it is necessary to enact a multi-jurisdictional investigation agency known as the *Narcotics Enforcement Team* ("N.E.T.") of Blaine County, and for the investigation of child sexual abuse cases it is necessary to enact a *Sxeual Abuse Response Team* ("S.A.R.T.") which consists of selected law enforcement personnel with special training in child abuse cases that are chosen from the Blaine County Sheriff's Office and the police departments of the cities of Bellevue, Hailey, Ketchum and Sun Valley; and

WHEREAS, each of the parties have sufficient equipment and personnel to enable it to provide such assisting services to the other parties for serious crimes and mental commitments and as necessary to better effectuate the investigation of serious narcotics offenses and child sexual abuse cases within Blaine County and the cities located therein through the multi-jurisdictional *Narcotics Enforcement Team* ("N.E.T.") and *Sexual Abuse Response Team* ("S.A.R.T."); and

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WHEREAS, the geographical boundaries of each requesting or responding party under this Agreement are located in such a manner as to enable each party to render mutual assistance to the other.

NOW, THEREFORE, subject to the limitations of the Agreement and in order to provide the above mutual aid assistance between the parties, it is hereby agreed under and pursuant to *Idaho Code* §§ 67-2328 and 67-2337 as follows:

1. DURATION OF AGREEMENT: This agreement shall become effective upon approval by the official or public agency having powers of control, pursuant to *Idaho Code* § 67-2330. It shall continue in full force and effect for a period of three (3) years and continue thereafter or until any party terminates this agreement by thirty (30) days written notice to all other affected parties hereto. Provided however, during the duration period, this agreement can be terminated by any party with sixty (60) days written notice to the governing entity outlined in this agreement. If one party terminates this agreement, it shall continue in full force and effect as to all other parties until terminated in writing by them.

2. PURPOSE - MUTUAL AID ASSISTANCE: The purpose of this Agreement is to permit the parties to make the most efficient use of their powers by enabling them to cooperate to their mutual advantage and providing services and equipment to provide mutual aid assistance to the other parties for law enforcement investigations within Blaine County as well as protection and control in the case of an emergency, catastrophe, or when the need may arise. The duty of each party under this Agreement is discretionary, but each party agrees that it will provide such assistance to the extent it determines that it has sufficient equipment and personnel to provide the requested assistance. All parties agree that it is not the purpose of this Agreement to provide the normal and usual law

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enforcement, police protection, and police patrol which it performs as a public agency. Each party acknowledges that it has no right to demand of another party that it provide any specific assistance pursuant to this Agreement under any circumstances.

3. MANNER OF FINANCING AND BUDGET: There shall be no joint financing of activities under this agreement except by written amendment of this agreement between the respective parties regarding a specific event or occurrence. No compensation shall be due and owing for services rendered and equipment furnished under this agreement by a party. Each party agrees to be responsible for the payment of compensation and benefits for its employees who provide mutual aid assistance under this agreement for another party. Each party shall independently budget for expected expenses under this agreement.

4. ADMINISTRATOR OF MUTUAL AID: Pursuant to Idaho Code § 67-2328 (d) (1), the parties designate the BLAINE COUNTY PROSECUTING ATTORNEY, the BLAINE COUNTY SHERIFF, and the chief law enforcement officer of each of the cities of BELLEVUE, HAILEY, KETCHUM and SUN VALLEY, of each party to be named to a joint board to administer this agreement. Each board member shall receive no additional compensation other than as an employee of one of the parties. It shall be the duty of the members of the joint board as representatives of each party to coordinate all activities and mutual aid efforts of the parties under this agreement.

5. REQUEST FOR ASSISTANCE: A request for mutual aid assistance under this agreement may be made by an authorized deputy of the respective law enforcement agency needing assistance to any participating law enforcement agency who is a member of the *Joint Exercise of Powers Board*. The request, due to emergent circumstances at the time, may be oral however the request shall later be confirmed in writing, and shall specify the time and place of the requested assistance, the equipment and personnel requested,

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and shall state the name of the official who is in charge of the police protection or police control at the place where the assistance is requested. The scope of the assistance provided shall be at the discretion of the highest ranking official available from the requested party at the time of the request.

6. DESIGNATION OF NARCOTIC ENFORCEMENT TEAM OFFICERS: Throughout the term of this Agreement, each of the parties, through their respective law enforcement chief, shall designate one or more of its police officers to be active members of the *Narcotics Enforcement Team* (N.E.T.) and to assist in its investigations and activities of serious drug offenses. Such personnel who participate in mutual aid assistance shall remain the employee of their employer for all purposes, including but not limited to, the payment of wages and their entitlement to the benefits of their employment. Further, as provided by *Idaho Code* § 67-2338, all of the privileges and immunities from liability, exemptions from laws, ordinances and rules, and other benefits shall apply to participating personnel to the same degree and extend while engaged in the performance of any of their functions and duties extraterritorially.

7. DESIGNATION OF SEXUAL ABUSE RESPONSE TEAM OFFICERS: Throughout the term of this Agreement, each of the parties, through their respective law enforcement chief, shall designate one or more of its police officers to be active members of the *Sexual Abuse Response Team* (S.A.R.T.) and to assist in its investigations and activities of child sexual abuse cases. Such personnel who participate in mutual aid assistance shall remain the employee of their employer for all purposes, including but not limited to, the payment of wages and their entitlement to the benefits of their employment. Further, as provided by *Idaho Code* § 67-2338, all of the privileges and immunities from liability, exemptions from laws, ordinances and rules, and other benefits shall apply to participating personnel to the same degree and extend while engaged in the performance of any of their functions and

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duties extraterritorially.

8. RESPONSE TO REQUEST: The party requested to provide mutual aid assistance shall respond to the request as soon as possible and notify the requesting party of the assistance that can be provided. The response may be orally conveyed to the requesting party however, as soon as practicable, the joint board member or highest ranking official on duty at the time of the request shall be notified and such request and acceptance shall ultimately be documented in a report or document. If the requested party agrees to provide mutual aid assistance, he shall notify the highest ranking official of the requesting party on duty at the time as to the equipment and personnel which will be engaged in the assistance as well as the time it will be provided and the name of the person who will be in charge of providing the assistance. If the amount of assistance thereafter varies, the party providing such assistance shall advise the party receiving the assistance as to the change in status.
9. COMMAND OF EQUIPMENT AND PERSONNEL: The requesting party shall have on-site command and direction of the equipment provided by a responding party. The party receiving the assistance shall always keep the party providing the assistance advised as to the person who is exercising this command and direction. All personnel who participate in mutual aid assistance shall be loaned servants to the party requesting the assistance. When the mutual aid assistance is no longer needed, the party receiving the assistance shall release this command and direct that all equipment and personnel be returned to the party providing the assistance. Personnel who participate in mutual aid assistance shall not become employees in any manner of any other agency due to any assistance given under this agreement, including worker's compensation as provided by Idaho Code § 67-2338.
10. STANDARD OF CONDUCT: Each officer providing assistance shall maintain at a

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minimum the standards of professional conduct as required by the Idaho Peace Officer Standards and Training (P.O.S.T.) guidelines regarding the use of force, deadly force and rules of engagement. It shall be the sole duty, privilege, and responsibility of the entity employing an officer to determine if there has been any breach of professional standards and to carry out discipline, if any. However, the requesting entity may request that a particular officer be removed from any circumstance of the jurisdiction and the responding entity will honor such request as soon as practicable. At all times, the responding officers will be assigned duties customarily and lawfully performed by law enforcement officers of the state of Idaho and there shall be due and usual regard given to the personal safety of the officers and public consistent with the needs or circumstances and the law enforcement problem being addressed.

11. RESPONSIBILITIES OF REQUESTING PARTY: The requesting party will assign personnel to advise responding officers of statutory, administrative, and procedural requirements within the jurisdiction of the occurrence. Officers of the requesting party will be primarily responsible for making and processing arrests and the impounding or safeguarding of lives or property within the territorial boundaries of their jurisdiction. When a responding officer, while in the requesting jurisdiction, takes a person or property into custody, that officer shall surrender that person or property at the earliest convenience to an officer of the requesting party for disposition in accordance with the laws of the requesting party.

12. CROSS DEPUTIZATION: By each parties signature to this agreement, the said parties herein authorize the cross-deputization of its officers or responding officers to facilitate the intent of this agreement.

13. LIABILITY: The parties shall have and assume complete liability for all of the acts of

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their individual employees and the operation of their individual equipment provided under this agreement.

14. RETURN OF EQUIPMENT AND PERSONNEL: When the mutual aid assistance is no longer required, the party receiving the assistance shall notify the joint board member or his designee providing that all equipment shall be returned to their normal place of operation. If the parties jointly purchase real or personal property, to perform under this agreement, the control of that property shall be under the direction of the joint board and shall be divided equally among the parties upon termination of this agreement.

15. PRE-INCIDENT PLANNING: The joint board and the commanding officers of the parties may from time to time mutually establish pre-incident plans which shall indicate the type and locations of potential problem areas where mutual aid assistance may be needed. This agreement may be supplemented by schedules and lists of types of equipment and personnel that would be dispatched under various possible circumstances and the number of personnel that would be dispatched under certain circumstances. In addition, the parties may engage in mutual training sessions to ensure the efficient operation of this agreement. The parties agree to take such steps as are feasible to standardize the equipment and procedures used to provide assistance under this agreement.

16. MUTUAL HOLD HARMLESS: Each party to this Agreement agrees to indemnify and hold harmless the other from any and all liability for any injury, damage or claim suffered by any person or property caused by the party or its employee while performing under this Agreement.

17. INSURANCE: Each party to this Agreement agrees to carry and maintain a comprehensive general liability policy in the minimum amount of \$500,000.00 to protect the

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party from and against any and all claims, losses, actions, and judgments for damages or injury to persons or property arising out of or in connection with its acts or performance under this Agreement.

18. PROPERTY AND EQUIPMENT: If the parties jointly purchase personal property to perform under this Agreement, the acquisition, holding and control of that property shall be under the direction of the joint board and, except as otherwise agreed to by the joint board, shall be divided equally among the parties upon termination of this Agreement by all the parties hereto.

19. FORFEITURE FUNDS AND PROPERTY: In order to effectuate and fund the efforts of the *Narcotics Enforcement Team* (N.E.T.), including without limitation general out-of-pocket expenses and buy money, the parties agree that all civil and criminal drug forfeiture proceeds and judgments and restitution awarded pursuant to the Idaho Uniform Controlled Substances Act or the United States Code, shall be transferred to the *Narcotics Enforcement Team* (N.E.T.) as a result of a *Narcotics Enforcement Team* (N.E.T.) investigation which will be used by and for the benefit of the *Narcotics Enforcement Team* (N.E.T.) as directed by the joint board established herein. With regard to all prior and pending civil and criminal cases filed in Blaine County as a result of *Narcotics Enforcement Team* (N.E.T.) investigations, the parties agree that all civil and criminal drug forfeiture proceeds and judgments, and restitution awarded therein pursuant to the Idaho Uniform Controlled Substances Act shall also be used by and for the benefit of the *Narcotics Enforcement Team* (N.E.T.) as directed by the joint board established herein. The parties agree that all such proceeds, judgments and restitution to be awarded to the *Narcotics Enforcement Team* (N.E.T.) shall be administered by the Blaine County Prosecuting Attorney's Office for the sole use and benefit of the *Narcotics Enforcement Team* (N.E.T.), and that all such proceeds, judgments and restitution received shall be deposited in a trust

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account through Blaine County or an authorized financial institution, and dispersed as directed by the joint board established herein. The joint board shall establish procedures for the accounting and dispersal of all such proceeds, judgments and restitution. Upon termination of this Agreement and discontinuance of the *Narcotics Enforcement Team* (N.E.T.), all (N.E.T.) proceeds, judgments, and restitution remaining, or thereafter received, shall be divided equally among the *Narcotics Enforcement Team* (N.E.T.) law enforcement agencies.

20. NO SEPARATE LEGAL ENTITY CREATED: This Agreement does not establish a partnership, joint venture or any other separate legal entity.

21. SEPARATE RESPONSIBILITY: Pursuant to *Idaho Code* § 67-2328(d)(3), the parties acknowledge that this Agreement shall not relieve any party hereto of any obligation or responsibility imposed upon it by law.

22. ENTIRE AGREEMENT MODIFICATION: This Joint Powers Agreement constitutes the entire understanding of the parties, and may be modified only by subsequent written agreement duly executed by the parties hereto.

23. ADDITIONAL DUTIES NOT CREATED: This Agreement is established to better coordinate a county-wide, multiple-agency response to emergencies, catastrophes, serious crimes, narcotic offenses and mental health commitments occurring within Blaine County. It is not intended to, and does not create any duty to act, or to refrain from acting, which does not otherwise exist at law. A violation of this Agreement shall not subject the person involved, his or her agency, or his or her City, or County, or County elected official to any civil liability.

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24. THIRD-PARTY RIGHTS NOT CREATED: This Agreement is not intended to, and does not create any third party beneficiary rights.

25. CONFLICT WITH PROVISIONS OF LAW: Nothing in this Agreement shall authorize any practice, conduct or omission that is contrary to provisions of Idaho law.

26. SUCCESSORS AND ASSIGNS: This Agreement inures to the benefit of and will be binding upon the parties and their respective successors and permitted assigns.

27. COUNTERPARTS: This Agreement may be executed simultaneously in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

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IN WITNESS THEREOF, the parties by their affixed signatures hereto execute this Joint Exercise of Powers Agreement.

Sheriff of Blaine County _____ Date: _____
Walt Femling

Chairman of the Board of Blaine County Commissioners _____ Date: _____
Dennis Wright

Chief of Hailey Police Department _____ Date: _____
Brian McNary

Mayor of Hailey _____ Date: _____
Susan McBryant

Marshall of Bellevue _____ Date: _____
Randy Tremble

Mayor of Bellevue _____ Date: _____
John Barton

Chief of Sun Valley Police Department _____ Date: 8/31/04
Cam Daggett

Mayor of Sun Valley _____ Date: 8/19/04
Jon Thorson

Chief of Ketchum Police Department _____ Date: 11/4/04
Cory Lyman

Mayor of Ketchum _____ Date: 11-4-04
Ed Simon

Prosecuting Attorney of Blaine County _____ Date: _____
Jim J. Thomas

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ADDENDUM TO LEASE AGREEMENT

THIS ADDENDUM is made this 23rd day of August, 2004, and is added to and amends that certain Lease Agreement by and between Sinclair Oil Corporation, a Wyoming corporation dba Sun Valley Company ("Lessor") and the City of Ketchum, Idaho ("Lessee"), which agreement is dated the 20th day of August, 2004 (the "Agreement").

The uses allowed under Article III "Use of Premises" are hereby expanded to allow overnight camping on that portion of the pasture area of the Premises, on Friday night, September 3, 2004, only, with the exception of the members of the Eh-Capa Bareback Riders of Boise, Idaho, who may also stay Saturday night, September 4, 2004. In addition to any other parking allowed in the River Run Upper Parking Lot area of the Premises, overnight parking and sleeping in fully self-contained RV's shall be permitted.

IN WITNESS WHEREOF this addendum has been executed the day, month and year first above writte

Rec # 04-066

LESSOR:
Sinclair Oil Corporation,
a Wyoming corporation dba
Sun Valley Company

Ketchum, Idaho,
Corporation

By: *Laura Beazley*
Title: *Director, Recreation*
Sun Valley Co.

By: *[Signature]*
Title: Mayor

LEASE AGREEMENT

THIS LEASE AGREEMENT ("Lease") is made and entered into as of July ____, 2004, by and between Sinclair Oil Corporation, a Wyoming corporation dba Sun Valley Company ("Lessor") and The City of Ketchum/Wagon Days Committee ("Lessee").

WHEREAS, Lessor is the owner of certain real property and improvements thereon as more particularly described in the attached Exhibit A ("Premises"); and

WHEREAS, Lessor desires to lease all of such Premises to Lessee and Lessee desires to take under lease all of such Premises from Lessor upon the terms and conditions hereinafter set forth;

NOW, THEREFORE, in consideration of the mutual covenants, obligations and promises herein contained, the parties hereto agree as follows:

ARTICLE I

Premises and Term

Lessor, for and in consideration of the rent, covenants, agreements and conditions hereinafter set forth to be kept and performed by Lessee, hereby leases the Premises to Lessee.

This Lease shall commence on September 2, 2004 and shall terminate on September 6, 2004.

ARTICLE II

Rent

Lessee agrees to pay Lessor rental for Premises as follows: 25% of all profits generated from charging RV's to Park at the Dry Land River Run Upper Parking Lot. One Dollar (\$1.00) for the use of pasture and grazing of livestock.

ARTICLE III

Use of Premises

It is covenanted and agreed that the Premises may be used for storage of non-motorized vehicles in designated pasture area and for parking in the River Run Upper Parking Lot and for any other use approved in writing, in advance, by the Lessor.

Lessee shall not use the Premises in any manner that will render void any insurance carried by Lessor on the Premises.

Lessee shall not use the Premises for any purpose that violates any federal, state, county, or municipal statute or ordinance, or of any regulation, order, or directive of any governmental agency concerning the use and/or safety of the Premises.

ARTICLE IV
Assignment and Sublease

Lessee will not assign or in any manner transfer this Lease or any interest therein, and will not suffer or permit any assignment thereof by operation of law or sublet the Premises hereby leased, or any part thereof, or allow anyone to take over the Premises or this Lease with, through or under Lessee without the written consent of Lessor. The giving of any such consent shall not release or discharge Lessee from the performance of its duties and obligations. The granting of such written consent shall not be deemed to waive the requirement of prior consent for any subsequent or additional assignments or subleases.

ARTICLE V
Repairs and Maintenance

It is expressly understood that Lessee accepts the Premises in their present condition. Lessee agrees to make and pay for all ordinary repairs to the interior of the Premises. Lessee agrees to make and pay for all ordinary repairs of mechanical equipment on the Premises.

Lessee assumes all liability for and Lessor shall not be held liable for injury, loss or damage to persons or property occurring on the Premises during the term of this Lease.

Lessor, for itself and its agents, reserves the right to enter the Premises at all reasonable times during the term of this Lease for the purpose of (a) examining and inspecting the same; (b) making such repairs thereto as Lessor may deem necessary or desirable.

ARTICLE VI
Public Liability Insurance

Lessee agrees to provide and keep in force during the term of this Lease for the benefit of the Lessor, general liability policies of insurance in an amount no less than Two Million Dollars per occurrence, in standard form, reasonably satisfactory to Lessor, insuring Lessee and Lessor (as an additional insured) against any liability that may accrue against them or either of them on account of any occurrences in or about the Premises during the term of this Lease, or in consequence of Lessee's occupancy thereof, or for Lessee's contractual liability under this Lease, and resulting in personal injury or death or property damage. Lessee shall furnish Lessor with a certificate or certificates of insurance covering such insurance so maintained by Lessee, stipulating that such insurance shall not be cancelled without notice in advance to Lessor.

ARTICLE VII
Fire Insurance

Lessee shall keep the real property and any improvements thereon insured against loss or damage by fire and the perils commonly covered under the standard extended coverage endorsement to the extent of the replacement value thereon. Such insurance shall be carried for the protection of both Lessee and Lessor (as an additional insured).

ARTICLE XIII
Default by Lessee

If any one or more of the following events ("Default") shall happen and be continuing, namely:

A. Lessee shall fail to pay any rent or other sum of money to Lessor when the same is due and such failure continues for Five (5) days after Lessor has given Lessee written notice thereof;

B. Lessee shall default in the performance of any of the terms or provisions of this Lease (other than the payment of rent or other sum of money) and shall fail to cure such default within One (1) day after notice thereof is given;

Then, and in any of such events of Default, Lessor shall have the immediate right to re-enter the Premises and expel Lessee or any person, or persons occupying the same, with or without legal process, and in any such event, Lessee agrees to peacefully and quietly yield up and surrender the Premises to Lessor. Lessor shall also have the right to pursue all other legal and equitable remedies.

ARTICLE IX
Surrender of Possession

Upon the termination of this Lease, whether by reason of lapse of time, cancellation, forfeiture or otherwise, or upon any uncured default by Lessee as hereinabove defined, Lessee shall immediately surrender and deliver to Lessor possession of the Premises and all appurtenances thereto in good condition and repair and shall repair any damages to the Premises that occurred during the term of this Lease.

ARTICLE X
Waiver of Breach

No waiver of any breach or breaches of any covenant or condition herein contained shall operate as a waiver of any breach of any other covenant or condition herein contained, or as the waiver of any subsequent breach of the same covenant or condition.

EXHIBIT A
DESCRIPTION OF PREMISES

- Pastures located on the west side of Sun Valley Road commencing at the red barn landmark and ending at Dollar Road.
- River Run upper parking lot only, excluding VIP and Lower River Run parking lots.