RESOLUTION NUMBER 05-066

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF KETCHUM, IDAHO, AUTHORIZING THE MAYOR TO EXECUTE AN EASEMENT AGREEMENT AMONG THE CITY AND THE OWNERS OF CERTAIN PARCELS OF REAL PROPERTY LOCATED IN EAST OF BALDY SUBDIVISION AND MORTGAGE ROW SUBDIVISION RELOCATING DIRECT ACCESS TO AND FROM STATE HIGHWAY 75 FOR LOTS 1 THROUGH 4, MORTGAGE ROW SUBDIVISION, TO NEIL'S WAY.

WHEREAS, the City desires that the Owners of Lots 1 through 4, Mortgage Row Subdivision, abandon their direct access to State Highway 75 and instead access each of their properties via an access easement located on portions of certain parcels of real property located within the East of Baldy Subdivision commonly known as "Neil's Way" and on certain portions of Mortgage Row Subdivision; and

WHEREAS, such Owners are willing to abandon their right to access Highway 75 directly from their respective properties subject to the terms and conditions of an Easement Agreement; and

WHEREAS, the Owners of Lots 1 through 4, East of Baldy Subdivision, desire to grant such easement over certain specified portions Neil's Way; and

WHEREAS, the Owners of Lots 1 through 4, East of Baldy Subdivision, also desire that the City be a party to such Easement Agreement and have certain obligations to improve and maintain the easement area; and

WHEREAS, the City Council finds that entering such Easement Agreement is in the bests interests of the public health, safety and welfare.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and City Council of the City of Ketchum, Idaho, that the City Council hereby authorizes the Mayor to execute an Easement Agreement among the City and the Owners of certain parcels of real property located in East Of Baldy Subdivision and Mortgage Row Subdivision relocating direct access to and from State Highway 75 for Lots 1 through 4, Mortgage Row Subdivision, to Neil's Way.

PASSED BY THE CITY COUNCIL and approved by the Mayor this 10th day of August 2005.

CITY OF KETCHUM,
An Idaho Municipal Corporation

EDWARD SIMON, Mayor

ATTEST:

Sandra E. Cady, CMC
Treasurer/Clerk

APPROVED AS TO FORM
AND CONTENT:

Benjamin W. Worst,
City Attorney

COPY

EASEMENT AGREEMENT

This Easement Agreement is made and granted this ___day of _____, 2005, between Lawrence B. Helzel and Rebekah Helzel, husband and wife (sometimes collectively referred to as Helzel), Ambrose P. McLaughlin and Carol D'Atri McLaughlin, husband and wife (sometimes collectively referred to as McLaughlin), and Richard S. Fuld, Jr., as Trustee of the Richard S. Fuld Jr., Idaho Revocable Trust Dated November 10, 1997 (sometimes referred to as Fuld), (Helzel, McLaughlin, and Fuld sometimes individually called Owner, East of Baldy Owners or collectively called the East of Baldy Association, an Idaho unincorporated association), and Mark L. Reitinger and Rebecca S. Reitinger, husband and wife (sometimes collectively referred to as Reitinger), Barry J. Baker and Sydna Jones Baker, husband and wife (sometimes collectively referred to as Baker), Margaret J. Rudigoz, an unmarried woman(sometimes referred to as Rudigoz), and James H. Webb and Carole S. Webb, husband and wife(sometimes collectively referred to as Webb), (hereafter sometimes individually called North Mortgage Row Owner or sometimes collectively called the North Mortgage Row Owners), and the City of Ketchum, an Idaho municipal corporation (hereafter City).

RECITALS

I. Each of the individual members of the East of Baldy Association owns the following real property in the East of Baldy Subdivision (according to the official plat thereof, recorded as Instrument No. 369083, records of Blaine County, Idaho, a true and correct copy of which is attached and incorporated into this Agreement as Exhibit 1):

a. Helzel – Lot 1, East of Baldy Subdivision, Records of Blaine County, Idaho
b. Fuld – Lot 2 & 3, East of Baldy Subdivision, Records of Blaine County, Idaho
c. McLaughlin – Lot 4, East of Baldy Subdivision, Records of Blaine County, Idaho

II. Each of the North Mortgage Row Owners owns the following real property in the Mortgage Row Subdivision (according to the official plat thereof, recorded as Instrument No. 145956, records of Blaine County, Idaho, a true and correct copy of which is attached and incorporated into this Agreement as Exhibit 2):

a. Reitinger – Lot 4 of the Mortgage Row Subdivision, Blaine County, Idaho, and an additional parcel of land lying along the west side of said lot, all of which are more particularly described in Exhibit 3.
b. Baker - Lot 3 of the Mortgage Row Subdivision, Blaine County, Idaho, and an additional parcel of land lying along the west side of said lot, all of which are more particularly described in Exhibit 4.
c. Rudigoz – Lot 2 of the Mortgage Row Subdivision, Blaine County, Idaho, and an additional parcel of land lying along the west side of said lot, all of which are more particularly described in Exhibit 5.
d. Webb - Lot 1, Mortgage Row Subdivision, Records of Blaine County, Idaho as more particularly described in Exhibit 6.

III. The members of the East of Baldy Association also own, as tenants in common, an

access road commonly known as Neil's Way, which is described in plat notes 2 & 3 on the East of Baldy Subdivision Plat (See Exhibit 1), a portion of which is described as Parcel A, (the legal description of such Parcel A has been subsequently modified by the deeds attached as Exhibits 3, 4, and 5, but which for purposes of this Agreement shall be generally referred to as Parcel A). Neil's Way as a whole presently serves as a private access road to State Highway 75 for the East of Baldy Subdivision Owners. Neil's Way is adjacent to the western boundary of the Mortgage Row Subdivision lots described above.

IV. On or about May, 2004, pursuant to their statutory authority to promote the general health, safety, and welfare and to preserve the public health, and in conformance with the goals and policies outlined in Part 7, Policy 7.12 of the City's Comprehensive Plan that strongly encourages the extension of the central sewer system, the City extended the City sewer line along the length of Neil's Way in order to be able to provide City sewer service to all of the properties lying along Neil's Way.

V. Part 6 of the City's Comprehensive Plan also sets forth the following goals, objectives, and policies:

- Goal 1: Strive for the safe and efficient movement of people, goods and services.
- Policy 6.3: Take a leadership role in decisions for Highway 75 including safety, aesthetic design alternatives and capacity.
- Policy 6.7: Restrict and reduce access points along Highway 75, Warm Springs Road, Saddle Road and Sun Valley Road. Provide for a landscape buffer on these roadways.

VI. Pursuant to its statutory authority to promote the general health, safety, and welfare and to preserve the public health, and in conformance with the goals and policies outlined in Part 6 of the City's Comprehensive Plan, the City now desires that each of the North Mortgage Row Owners abandon their direct access to Highway 75 and instead access each of their properties via an access easement to be created herein on selected portions of Neil's Way. The City also desires to avoid the expense of condemning a portion or portions of Neil's Way and causing said portions to be a public way so that the North Mortgage Row Owners could thereby use Neil's Way to access their properties. To accomplish these goals, the City desires that East of Baldy Owners grant an easement over a portion of Neil's Way for access to the North Mortgage Row Owners, and the North Mortgage Row Owners abandon their right to access Highway 75 directly from their respective properties. In return the City will agree to design, engineer, and install a fire truck turnaround and fire hydrant on the Access Easement (defined herein below) at the City's sole expense, and thereafter, maintain, repair, snowplow the Access Easement at the City's sole expense subject to the terms and conditions contained herein.

VII. The North Mortgage Row Owners desire to access their properties via Neil's Way and are willing to abandon their right to access Highway 75 directly from their

respective properties subject to the terms and conditions contained herein.

VIII. The East of Baldy Owners desire to grant to the North Mortgage Row Owners a non-exclusive easement over certain specified portions of Parcel A of the East of Baldy Subdivision, for the benefit of the North Mortgage Row Owners so that they may access their respective parcels of real property described, and to grant to the City a non-exclusive easement over a specified portion of Parcel A in favor of the City so that it may construct and install a fire truck turnaround, a fire hydrant, and thereafter maintain, repair, and snowplow the Access Easement (defined herein below), all subject to the terms and conditions contained herein.

IX. In order for the specified and/or necessary portions of Neil's Way to accommodate such additional use and to comply with the local fire code and other regulations, portions of Neil's Way must be modified to include a fire truck turnaround. Said turnaround will be constructed on specified portions of Parcel A owned by the East of Baldy Owners, including specified portions of Lot 1 of East of Baldy Subdivision owned by Helzel, specified portions of Lot 4 of Mortgage Row Subdivision owned by Reitinger, and specified portions of Lot 3 of Mortgage Row Subdivision owned by Baker.

X. Reitinger desires to grant to the North Mortgage Row Owners, to the East of Baldy Owners, and to the City, an non-exclusive easement over a specified portion of Lot 4, Mortgage Row Subdivision and the parcel described in Exhibit 3, on which the turnaround will be constructed for the benefit of the City, the North Mortgage Row Owners, and the East of Baldy Owners, subject to the terms and conditions contained herein.

XI. Baker desires to grant to the North Mortgage Row Owners, to the East of Baldy Owners, and to the City, a non-exclusive easement over a specified portion of Lot 3, Mortgage Row Subdivision and the parcel described in Exhibit 4, on which the turnaround will be constructed for the benefit of the City, the members of the North Mortgage Row Owners, and the East of Baldy Owners, subject to the terms and conditions contained herein.

XII. Helzel desires to grant to the North Mortgage Row Owners and to the East of Baldy Owners a non-exclusive easement over a specified portion of Lot 1, East of Baldy Subdivision, on which the turnaround will be constructed for the benefit of the members of the North Mortgage Row Owners and the East of Baldy Owners, subject to the terms and conditions contained herein.

XIII. The legal description of those certain portions of Parcel A, East of Baldy Subdivision; Lot 1, East of Baldy Subdivision; Lot 3, Mortgage Row Subdivision; and Lot 4, Mortgage Row Subdivision, which are the subject of the easement granted herein, shall be referred to collectively in this agreement hereafter as "Access Easement", and are more particularly described in Exhibit 7, which is attached and incorporated into this agreement.

XIV. This Easement Agreement is entered into by the City pursuant to the City's authority under Idaho Code Sections 50-302, 50-304, and 50-313, to further the general health, safety and welfare of the residents of and visitors to the City. This Easement Agreement is also in conformance with Part 6 of the City's Comprehensive Plane City Comprehensive Plan as set forth above.

XV.

NOW THEREFORE, in consideration of the mutual covenants, conditions, and terms contained herein, the parties agree as follows:

1. INCORPORATION OF RECITALS AND EXHIBITS

The foregoing recitals are hereby incorporated into the body of this Agreement as if fully set forth and repeated herein. Any exhibit referred to in this agreement and attached hereto shall also be considered incorporated herein by express reference.

2. GRANT OF EASEMENTS

A. Grant of Easement by East of Baldy Owners in Favor of North Mortgage Row Owners. A non-exclusive easement for a common access road and turnaround in favor of each and every North Mortgage Row Owner and their respective tenants, guests, invitees, and licensees for ingress and egress to and from each Mortgage Row lot is hereby created and granted by each and every East of Baldy Owner, in perpetuity, over that parcel of land described in Exhibit 8 and which is owned by the East of Baldy Owners, either as tenants in common or individually, and for which said easement is hereby specifically created for the benefit of Lot 1, Lot 2, Lot 3 and Lot 4 of the Mortgage Row Subdivision, Records of Blaine County, Idaho.

This easement is superior and paramount to the rights of any of the parties hereto in the respective servient estates so created, and the parties further agree that it is a covenant that shall run with the land, and shall be binding upon all persons having or acquiring any interest in such real property or any part thereof.

B. Grant of Easement by Helzel in favor of East of Baldy Association and North Mortgage Row Owners. A non-exclusive easement for a common access road and turnaround in favor of each and every North Mortgage Row Owner and each and every East of Baldy Owner, and their respective tenants, guests, invitees, and licensees for ingress and egress to and from each Mortgage Row lot and each East of Baldy lot is hereby created and granted by Helzel, in perpetuity, over that parcel of land described in Exhibit 9 which is owned by Helzel, said easement of which is hereby specifically created for the benefit of Lot 1, Lot 2, Lot 3, and Lot 4 of the Mortgage Row Subdivision, Records of Blaine County, Idaho, and for the benefit of Lot 2, Lot 3, and Lot 4 of the East of Baldy Subdivision, Records of Blaine County, Idaho.

This easement is superior and paramount to the rights of any of the parties hereto in the respective servient estates so created, and the parties further agree that it is a covenant that shall run with the land and shall be binding upon all persons having or acquiring any

interest in such real property or any part thereof.

C. Grant of Easement by Reitinger in favor of East of Baldy Association and North Mortgage Row Owners. A non-exclusive easement for a common access road and turnaround in favor of each and every North Mortgage Row Owner and each and every East of Baldy Owner, and their respective tenants, guests, invitees, and licensees for ingress and egress to and from each Mortgage Row lot and each East of Baldy lot is hereby created and granted by Reitinger, in perpetuity, over that parcel of land described in Exhibit 10 which is owned by Reitinger, said easement of which is hereby specifically created for the benefit of Lot 1, Lot 2, and Lot 3 of the Mortgage Row Subdivision, Records of Blaine County, Idaho, and for the benefit of Lot 1, Lot 2, Lot 3 and Lot 4 of the East of Baldy Subdivision, Records of Blaine County, Idaho.

This easement is superior and paramount to the rights of any of the parties hereto in the respective servient estates so created, and the parties further agree that it is a covenant that shall run with the land and shall be binding upon all persons having or acquiring any interest in such real property or any part thereof.

D. Grant of Easement by Baker in favor of East of Baldy Association and North Mortgage Row Owners. A non-exclusive easement for a common access road and turnaround in favor of each and every North Mortgage Row Owner and each and every East of Baldy Owner, and their respective tenants, guests, invitees, and licensees for ingress and egress to and from each Mortgage Row lot and each East of Baldy lot is hereby created and granted by Baker, in perpetuity, over that parcel of land described in Exhibit 11 which is owned by Baker, said easement of which is hereby specifically created for the benefit of Lot 1, Lot 2, and Lot 4 of the Mortgage Row Subdivision, Records of Blaine County, Idaho, and for the benefit of Lot 1, Lot 2, Lot 3 and Lot 4 of the East of Baldy Subdivision, Records of Blaine County, Idaho.

This easement is superior and paramount to the rights of any of the parties hereto in the respective servient estates so created, and the parties further agree that it is a covenant that shall run with the land and shall be binding upon all persons having or acquiring any interest in such real property or any part thereof.

E. Grants of Easements to any Real Property Located in the Access Easement or any Right, Title or Interest Therein, by all Parties in Favor of All Parties. To the extent not otherwise granted above, each and every party to this Agreement hereby grants, in perpetuity, a non-exclusive easement over those parts and parcels of real property or any right, title or interest therein, located within the Access Easement, that is owned by such party in favor of each and every other party to this Agreement, said easement of which is hereby specifically created for the benefit of Lot 1, Lot 2, Lot 3 and Lot 4 of the Mortgage Row Subdivision, and Lot 1, Lot 2, Lot 3 and Lot 4 of the East of Baldy Subdivision. This easement is superior and paramount to the rights of any of the parties hereto in the respective servient estates so created, and the parties further agree that it is a covenant that shall run with the land and shall be binding upon all persons having or acquiring any interest in such real property or any part thereof. In no event shall the use and purposes for which the easements are granted herein be interpreted to apply to that portion of Neil's Way that is not included in the Access Easement.

F. Grant of Easement to the City. To the extent not otherwise granted above, each and every party to this Agreement hereby grants, in perpetuity, a non-exclusive easement in favor of the City, its agents and representatives, over those parts and parcels of real property, or any right, title or interest therein, located within the Access Easement that is owned by such party , for the purposes and uses outlined in Section 5 and for the purpose of fulfilling its obligations under this Agreement, said easement of which is hereby specifically created for the benefit of the City.

This easement is superior and paramount to the rights of any of the parties hereto in the respective servient estates so created, and the parties further agree that it is a covenant that shall run with the land and shall be binding upon all persons having or acquiring any interest in such real property or any part thereof. In no event shall the use and purposes for which the easements are granted herein be interpreted to apply to that portion of Neil's Way that is not included in the Access Easement.

3. CONDITIONS OF GRANT AND ABANDONMENT OF HIGHWAY 75 DIRECT ACCESS

A. Rules. The grants of easements set forth above in Exhibits 7, 8, 9, 10 and 11 are all subject to the following conditions:

1) Other than as set forth in this Agreement or the following subsections, there shall be no parking whatsoever on any portion of the Access Easement as described in Exhibit 7, unless specifically set forth herein.

2) Parking shall be permitted for necessary government vehicles providing government services, or utility vehicles providing utility service.

3) Delivery vehicles may park on the Access Easement for the sole purpose of delivering goods.

4) No noxious or offensive activity shall be carried on upon the Access Easement, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the other parties to this easement agreement.

5) Each and every party to this Agreement shall provide a copy of these restrictions to their tenants and guests. Tenants and Guests shall be subject to and abide by all of these restrictions. The violation of these restrictions or rules and regulations by tenants or guests shall subject the Owner to the enforcement provisions set forth in this Agreement.

B. Abandonment of Access. The grants of easements set forth above are also conditioned on the abandonment by each and every North Mortgage Row Owner of his existing direct access from his respective lot to Highway 75. Therefore, each and every North Mortgage Row Owner hereby leaves, quits, renounces, resigns, surrenders,

relinquishes, vacates, and abandons any and all of his rights to directly access Highway 75 from his respective property and shall instead, henceforth, use the Access Easement as granted herein exclusively to access Highway 75. The State may henceforth construct curbs and other barriers as it deems necessary that block access to Highway 75 along the boundaries between Highway 75 and the North Mortgage Row Owners' properties.

4. ASSOCIATIONS

The North Mortgage Row Owners agree that immediately upon the execution of this Agreement they shall form the North Mortgage Row Association, an Idaho unincorporated association pursuant to Idaho Code Section 45-810(6), for the purposes of facilitating and carrying out the provisions of this Agreement. To the extent that the East of Baldy Association is not otherwise in compliance with Idaho Code Section 45-810(6), it shall bring itself into compliance immediately upon the execution of this Agreement or shall take all necessary steps as may be necessary to execute and implement their obligations as set forth herein and which is for the purpose of facilitating and carrying out the provisions of this Agreement.

5. MAINTENANCE AND IMPROVEMENTS

A. City's Obligations and Easement.

1) The City shall, at the City's sole expense, design, engineer, provide materials and equipment for, and install an asphalt or chip seal turnaround at the Southwest end of the Access Easement, of sufficient size to accommodate a fire truck, subject to the approval by the Owners of the design, placement, and location of the turnaround. The City, at the City's sole expense, shall design, engineer, provide materials and equipment for, and install a fire hydrant in an appropriate location, on the Access Easement, subject to the approval by the Owners of the design, placement, and location of the fire hydrant. The City shall, at the City's sole expense, design and install all necessary signage on the Access Easement. Said work shall be prosecuted diligently by the City and is estimated to be completed by a date no later than 180 days after City Council approval of this agreement.

2) Thereafter, the City shall, it the city's sole expense, maintain and repair the Access Easement, the fire hydrant, and signage which shall not include the entry structure described in Paragraph 5.B.2) herein below, in good condition and repair, including but not limited to annual patching, repaving, and chip sealing as necessary, snow removal, and annual fire hydrant maintenance and testing. The maintenance, repairs, snowplowing, and other work performed by the City shall not alter the status of Neil's Way or the Access Easement as private roads, shall not operate as a dedication of the road to the public, nor shall support any claim by the City that Neil's Way or the Access Easement is a public way, road, or street, and the City hereby waives any and all such claims based upon the easement granted for the performance of its obligations under this Agreement.

B. Additional Maintenance, Repairs and Improvements.

1) Any necessary additional maintenance, repairs, or improvements to any

portion or portions of the Access Easement not covered by this Agreement shall be determined by the East of Baldy Owners. In the event said Owners determine, in their sole discretion, that any such necessary additional repairs, maintenance or improvements are to be implemented, they shall notify the North Mortgage Row Association in writing of such decision, the costs of such work, and the allocation of the cost of such work to the North Mortgage Row Owners. A copy the written notice shall be sent by certified mail, return receipt requested, to each such North Mortgage Row Owner. The North Mortgage Row Owners, through their homeowners association shall, within 30 days of receipt of such written notice, decide on the cost allocation as between each such Owner in Mortgage Row. The North Mortgage Row Owners shall provide written notice to the East of Baldy Owners of the cost allocation, the sum of which shall equal 100% of the costs allocated to the North Mortgage Row Owners within 45 days of receipt of the written notice from the East of Baldy Owners. Each Owner's share of such costs shall be due and payable thereafter no later than ninety (90) days from the date of the written notice to the North Mortgage Row Owners. Under no circumstances shall the City be responsible for any costs in any manner related to or arising from such additional maintenance, repairs or improvements.

2) Notwithstanding the above, the East of Baldy Owners and the North Mortgage Row Owners agree to construct and pay for a road entry structure, with the exact design and costs to be determined by the Owners as set forth above.

6. ENFORCEMENT

A. Enforcement.

1) Any Owner, the East of Baldy Association, the North Mortgage Row Association, or the City shall have the right to enforce, by any proceeding at law or in equity, including actions for specific performance and mandatory or prohibitory injunctive relief, all restrictions, conditions, covenants, reservations, liens, and charges now or hereafter imposed by the provisions of this Agreement. The failure of any party hereto to enforce, or the delay by either party in enforcing any of its rights hereunder, shall not be deemed a continuing waiver or a modification hereof, and either party may, within the time provided by applicable law, commence appropriate legal proceedings to enforce any and all of such rights. Likewise, in the event that any party does not strictly comply with any of the obligations under this Agreement and the other party grants forbearance of any kind in enforcing the provisions of this Agreement, such actions shall be considered gratuitous and shall not be construed as a waiver or surrender of any rights by the forebearing party under this Agreement. All rights and remedies provided for herein shall be cumulative and in addition to any other rights or remedies any such party may have at law or in equity. The laws of the State of Idaho shall control the construction and enforcement of this agreement. The parties agree that all actions instituted on this Agreement shall be commenced and heard in the Blaine County District Court and hereby waive venue in any other court of competent jurisdiction.

B. Mediation. Prior to the instigation of any litigation, either by an Owner(s),

by an Association or by the City, to enforce or construe the terms of this Agreement, all parties shall attempt to reach a mutually acceptable resolution of the dispute, first informally by communications between the disputing parties; and, if no resolution is obtained informally, then second, through a formal mediation process. If the parties are unable to choose a mutually agreeable mediator, then the parties agree to a court appointed mediator. The purpose of the mediation is to identify the issues, reduce misunderstandings, clarify priorities, explore areas of compromise, and find points of agreement. In the event a resolution is not obtained after formally mediating for a reasonable period, litigation may be commenced, provided however, that a party may file litigation prior to mediating for the sole purpose of tolling a statute of limitations, for the court appointment of a mediator or for injunctive proceedings, but then must immediately proceed with mediation as outlined in this section.

C. Lien.

1) Each Mortgage Row Owner's obligation for his share of any repairs, maintenance, or improvements assumed under Section 5.B. of this Agreement, together with interest, costs, and reasonable attorney's fees, shall be considered common area charges and a charge on that Owner's land and improvements thereon, and shall be a continuing lien upon the property against which each such obligation or assessment is made. Each such assessment, together with interest, costs, and reasonable attorney's fees, shall also be the personal obligation of the person who was the Owner of such property at the time when the obligation was assumed or the assessment fell due. The personal obligation for delinquent obligations or assessments shall not pass to his successors in title unless expressly assumed by them. This remedy is not exclusive but in addition to all of the other remedies provided for in this Section 6. Any East of Baldy Owner, on behalf of all East of Baldy Owners, may file and record any such lien. Any such lien recorded shall include copies of all notices required to be sent herein together with copies of the return receipts from the certified mailing.

2) Any obligation or assessment not paid within thirty (30) days after the due date shall bear interest from the date at the then existing rate of interest due on money judgments in the State of Idaho per annum. An action at law may be brought by the respective Association against the Owner personally obligated to pay the same, or foreclose the lien against that Owner's property. The lien provided for herein shall be subordinate to the lien of any first mortgage. The sale or transfer of any lot pursuant to mortgage foreclosure or any proceeding in lieu thereof, shall extinguish the lien of such assessment as to payments, which became due prior to such sale or transfer. No sale or transfer shall relieve such lot from liability for any assessments thereafter becoming due or from the lien thereof.

D. Self-help.

1) Any Owner may arrange for the towing of any vehicle found to be in violation of the rules set forth in Section 3.A. All costs and fees incurred in towing shall be borne by the Owner in violation Notwithstanding the above, the City may tow vehicles

from the Access Easement, as necessary and pursuant to its standard procedures for such towing, to perform its snowplowing obligations under this Agreement and recovers its costs in doing so from the owner of the vehicle.

7. INDEMNITY AND INSURANCE

A. Insurance. The East of Baldy Association shall continue the insurance it currently has covering Neil's Way. The North Mortgage Row Owners shall be collectively responsible for one half (1/2) of the current premium paid by East of Baldy Association for Neil's Way and one half (1/2) of all future increases in premiums. The East of Baldy Owners shall notify the North Mortgage Row Association in writing of such premium. The written notice shall be sent by certified mail, return receipt requested, to each such North Mortgage Row Owner. The North Mortgage Row Owners, through their homeowners association shall, within 30 days of receipt of such written notice, decide on the cost allocation of the premium as between each such Owner in Mortgage Row. The North Mortgage Row Owners shall provide written notice to the East of Baldy Owners of the cost allocations of the premium, the sum of which shall equal 1/2 of the total insurance premium, within 45 days of receipt of the written notice from the East of Baldy Owners. Each Owner's share of such premium shall be due and payable thereafter no later than ninety (90) days from the date of the written notice to the North Mortgage Row Owners.

B. At the inception of this Agreement, and whenever requested by the North Mortgage Row Association, the East of Baldy Association shall furnish insurance certificates to evidence the insurance required herein, however, receipt of such certificates shall not relieve East of Baldy Association of any insurance obligations herein. East of Baldy Association's insurance shall contain endorsements stating that insurer will give thirty (30) days' written notice to the North Mortgage Row Association of non-renewal, cancellation or substantial amendment or alteration of such coverage, and shall name each member of the North Mortgage Row Association as an additional insured. Maintaining the prescribed insurance shall not relieve either party of any other obligation under this Agreement.

C. Indemnity. Each and every party to this Agreement shall indemnify, defend and save every other party harmless against all penalties, claims or demands of whatsoever nature for injury or damages to persons or property occurring on the Access Easement, to the extent covered by the insurance described in Section 7.A., or arising from, in whole or in part, directly or indirectly, the negligence, or intentional misconduct of that party, or his respective tenants, guests, agents, employees, contractors, or invitees. Nothing herein shall prevent any party from maintaining a claim or cause of action against any other party for claims, causes of actions or any other matter that is not covered by insurance hereon.

8. COVENANT THAT OPERATION OF EASEMENT NOT INTERFERE WITH SERVIENT TENEMENT AND ADDITIONAL LIMITATIONS

The parties agree further, as a part of the consideration for this conveyance that the parties shall so maintain and operate the easement herein granted in such a manner that the operation

thereof will in no way hinder or prevent the proper and reasonable use and enjoyment of the property through which the easement is hereby granted.

9. MISCELLANEOUS PROVISIONS

A. Owners to Furnish Proof of Title. All Owners agree to furnish to all of the parties to this Agreement with its abstract of title showing marketable title and the authority to grant this easement up to the date of this Agreement.

B. Easements to Run With Land and Binding Effect. This Agreement and the easements granted herein shall run with the land and shall be binding on and shall inure to the benefit of the parties hereto, their heirs, personal representatives, administrators, successors or assigns.

C. Relinquishment of Easements and Claims for Easements. The parties hereby relinquish and terminate any and all easements for access to and from State Highway 75 now existing or claims in the future for such access, whether express or implied, other than the easements granted herein over the Access Easement. No Owner shall make, advance, or prosecute any claim for adverse possession or other similar theory of any of the easements granted herein over the Access Easement, nor shall any Owner prevent another Owner from the full enjoyment of such easements.

D. Notices. Any notice or report required under this Agreement shall be sent to the Owner of the property at the address listed in the records of the Blaine County Assessor. Any required notice shall be made by certified mail, return receipt requested, properly addressed and postage prepaid.

E. Attorney's Fees. The North Mortgage Row Owners shall split the fees incurred in the preparation of this Agreement as follows: Reitinger 28%, Rudigoz's predecessor Rumpp, Baker and Webb each 24%. Each party shall otherwise bear his or her own attorneys fees and expenses incurred for his or her own legal representation in entering this Agreement. In the event that any party hereto retains an attorney to enforce or determine any right or duty arising out of this Agreement, the prevailing party in such dispute shall be entitled to be paid reasonable attorney's fees by the non-prevailing party, including fees on appeal, and whether or not litigation is actually instituted.

G. Headings and Gender. The headings of this Agreement are inserted only for the purpose of convenient reference and in no way define, limit or prescribe the scope or intent of this Agreement or any party hereof. The necessary grammatical changes which shall be required to make the provisions of this Agreement apply (a) in the plural sense, or (b) to any party which shall be either a corporation, an association, a partnership or an individual, male or female, shall, in all instances, be assumed as though in each case fully expressed.

H. Applicable Law. This Agreement is being executed and delivered within the State of Idaho and shall be construed and enforced in all respects in accordance with the law of the State of Idaho.

I. Entire Agreement. The parties acknowledge that the terms of this Agreement may vary from the terms contained in any other preliminary agreements, written or oral, made prior to the execution of this Agreement and may vary from any negotiations between the parties prior to the execution of this Agreement. The parties agree that the terms, covenants and conditions of this Agreement shall supersede all such prior negotiations and agreements, and that there are no other agreements not contained in this agreement, and that this Agreement shall be and is the final expressions of the agreement of the parties and shall control.

J. Amendment. No amendment, modification, release, discharge or waiver of any provisions hereof shall be of any force, effect or value unless in writing and signed by each and every party to this Agreement.

K. Severance and Validity. In the event any provision of this Agreement or any part thereof shall be determined by any Court of competent jurisdiction to be invalid, void or otherwise unenforceable, the remaining provisions hereunder, or parts thereof, shall remain in full force and effect, and shall in no way be affected, impaired, or invalidated thereby, it being agreed that such remaining provisions shall be construed in a manner most closely approximating the intention of the parties with respect to the invalid, void or unenforceable provision or part thereof.

L. Further Assurances. Each party will, whenever and as often as may be requested so to do by the other party, execute, acknowledge and deliver or cause to be executed, acknowledged or delivered any and all such further conveyances, assignments, confirmations, satisfactions, releases, instruments of further assurances, approvals, consents and any all such further instruments and documents as may be necessary, expedient or proper in order to better assure, convey, transfer and confirm among the parties the rights now or hereafter intended to be granted to them and to complete any and all conveyances, transfers, sales, assignments, security measures herein provided, and to do any all other acts and to execute, acknowledge and deliver any and all documents as so requested in order to carry out the intent and purposes of this Agreement and transaction.

M. Counterpart Signatures. It is agreed by the parties hereto that this Agreement may be executed in counterpart, all of which shall constitute one Agreement, binding on all the parties hereto, notwithstanding that all the parties are not signatory to the same counterpart.

N. Legal Representation. No presumption shall exist in favor of or against any party to this Agreement as a result of the drafting and preparation of the documents. All parties to this agreement have been advised to seek independent counsel in the drafting of and in entering this agreement. To the extent that a party chooses not to obtain independent counsel, that party acknowledges that they have been advised to obtain counsel, that they know they have that right, that they knowingly waive that right, that they understand the terms of this Agreement, and that they enter this Agreement with full knowledge of the rights, duties, and obligations they are undertaking by signing this agreement.

O. No Joint Venture. This Agreement shall not be deemed to create an agency, joint venture, partnership or any other similar relationship between the parties hereto. This Agreement is

a contractual relationship only for the limited purposes specified herein.

P. Authority. Each of the persons executing this Agreement represents and warrants that he or she is duly authorized to execute and deliver this Agreement, as well as any other documents required hereunder, on behalf of the persons or entities party to this Agreement, and that this Agreement is binding upon said entity or person in accordance with these terms.

Q. No Third Party Beneficiaries. This Agreement is not intended nor shall it be interpreted to create or confer any rights upon third parties not a party to this Agreement.

R. Recording. This Easement Agreement in its entirety shall be recorded in the Blaine County Recorder's Office. The North Mortgage Row Owners shall bear the costs of recording.

S. Prior Settlement Agreements. This agreement modifies the Settlement Agreement dated June 26, 1985, and recorded on July 2, 1985, in the Blaine County Recorder's Office as Instrument No. 264337, and the Settlement Agreement dated Match 14, 1985, and recorded on March 22, 1985, in the Blaine County Recorder's Office as Instrument No. 261320. All provisions of these two Settlement Agreements that are inconsistent or conflict with the provisions of this Agreement are hereby declared null and void and of no force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first above written.

CITY OF KETCHUM,
an Idaho municipal corporation

By: Edward Simon, Mayor

ATTEST:

By: Sandy Cady, City Clerk

BARBI S. ROSS
NOTARY
PUBLIC
STATE OF IDAHO

Notary Public and for the State of Idaho.
residing in Blaine County
Commission Expires 5/21/07

STATE OF IDAHO)
SS.
COUNTY OF BLAINE)

On this 10th day of August, 2005, before me, a Notary Public in and for said State, personally appeared EDWARD SIMON known to me to be the person whose name are subscribed to the within instrument, and acknowledged to me that he executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first

LAWRENCE B. HELZEL,
a married man

REBEKAH HELZEL,
a married woman

STATE OF IDAHO)
ss.
County of Blaine)

On this 16 day of August, 2005, before me, a Notary Public in and for said State, personally appeared LAWRENCE B. HELZELand REBEKAH HELZEL known to me to be the persons whose names are subscribed to the within instrument, and acknowledged to me that he. and she executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

RENEE C. OSENGA NOTARY PUBLIC STATE OF IDAHO

NOTARY PUBLIC in and for
the State of Idaho,
residing at Blaine County,
Commission expires 10/18/05

_____
AMBROSE MCLAUGHLIN,
A married man

_____
CAROL D'ATRI MCLAUGHLIN,
A married woman

STATE OF_____)
ss.
County of _____)

On this ____ day of _____, 2005, before me, a Notary Public in and for said State, personally appeared AMBROSE P. MCLAUGHLINand CAROL D'ATRI MCLAUGHLIN known to me to be the persons whose names are subscribed to the within instrument, and acknowledged to me that he and she executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

_____
NOTARY PUBLIC in and for
the State of _____*,
residing at _____.
Commission expires ____.

RICHARD S. FULD, JR., IDAHO REVOCABLE TRUST DATED NOVEMBER 10, 1997

By _____
RICHARD S. FULD, JR., Trustee

STATE OF _____)
ss.
County of _____)

On this _____ day of _____, 2005, before me, a Notary Public in and for said State, personally appeared RICHARD S. FULD, JR. as Trustee of the Richard S. Fuld, Jr., Idaho Revocable Trust Dated November 10, 1997, and known to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that he executed the same on behalf of said Trust.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

_____
NOTARY PUBLIC in and for
the State of _____,
residing at _____.
Commission expires ____.

_____
MARK L. REITINGER,
A married man

_____
REBECCA S. REITINGER,
A married woman

STATE OF _____)
ss.
County of _____)

On this _____ day of _____, 2005, before me, a Notary Public in and for said State, personally appeared MARK L. REITINGER ~~and REBECCA S. REITINGER~~ known to me to be the persons whose names are subscribed to the within instrument, and acknowledged to me that he and she executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

_____
NOTARY PUBLIC in and for
the State of _____*,
residing at _____.
Commission expires ____.

MARK L. REITINGER,
A married man

REBECCA S. REITINGER,
A married woman

STATE OF Idaho)
ss.
County of Blaine)

On this 20th day of September, 2005, before me, a Notary Public in and for said State, personally appeared ~~MARK L. REITINGER~~ and REBECCA S. REITINGER known to me to be the persons whose names are subscribed to the within instrument, and acknowledged to me that he and she executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

KRISTEN KLUDT
NOTARY PUBLIC
STATE OF IDAHO

NOTARY PUBLIC in and for
the State of Idaho
residing at Blaine.
Commission expires 12-14-07

_____
BARRY J. BAKER,
A married man

_____
SYDNA JONES. BAKER,
A married woman

STATE OF _____)
ss.
County of _____)

On this _____ day of _____, 2005, before me, a Notary Public in and for said State, personally appeared BARRY J. BAKER AND SYDNA JONES. BAKER, known to me to be the persons whose names are subscribed to the within instrument, and acknowledged to me that he and she executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

_____
NOTARY PUBLIC in and for
the State of _____,
residing at _____ County.
Commission expires ____.

Margaret J. Rudigoz

MARGARET J. RUDIGOZ,
An unmarried woman

STATE OF IDAHO)
ss.
County of Blaine)

On this 23 day of August, 2005, before me, a Notary Public in and for said State, personally appeared MARGARET J. RUDIGOZ known to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that she executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

NOTARY PUBLIC in and for
the State of Idaho,
residing at Blaine County.
Commission expires 10/18/05

RENEE C. OSENGA
NOTARY
PUBLIC
STATE OF IDAHO

_____
JAMES H. WEBB,
A married man

_____
CAROLE S. WEBB,
A married woman

STATE OF _____)
ss.
County of _____)

On this _____ day of _____, 2005, before me, a Notary Public in and for said State, personally appeared JAMES H. and CAROLE S. WEBB known to me to be the persons whose names are subscribed to the within instrument, and acknowledged to me that he and she executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

_____
NOTARY PUBLIC in and for
the State of _____,
residing at _____County.
Commission expires ____.

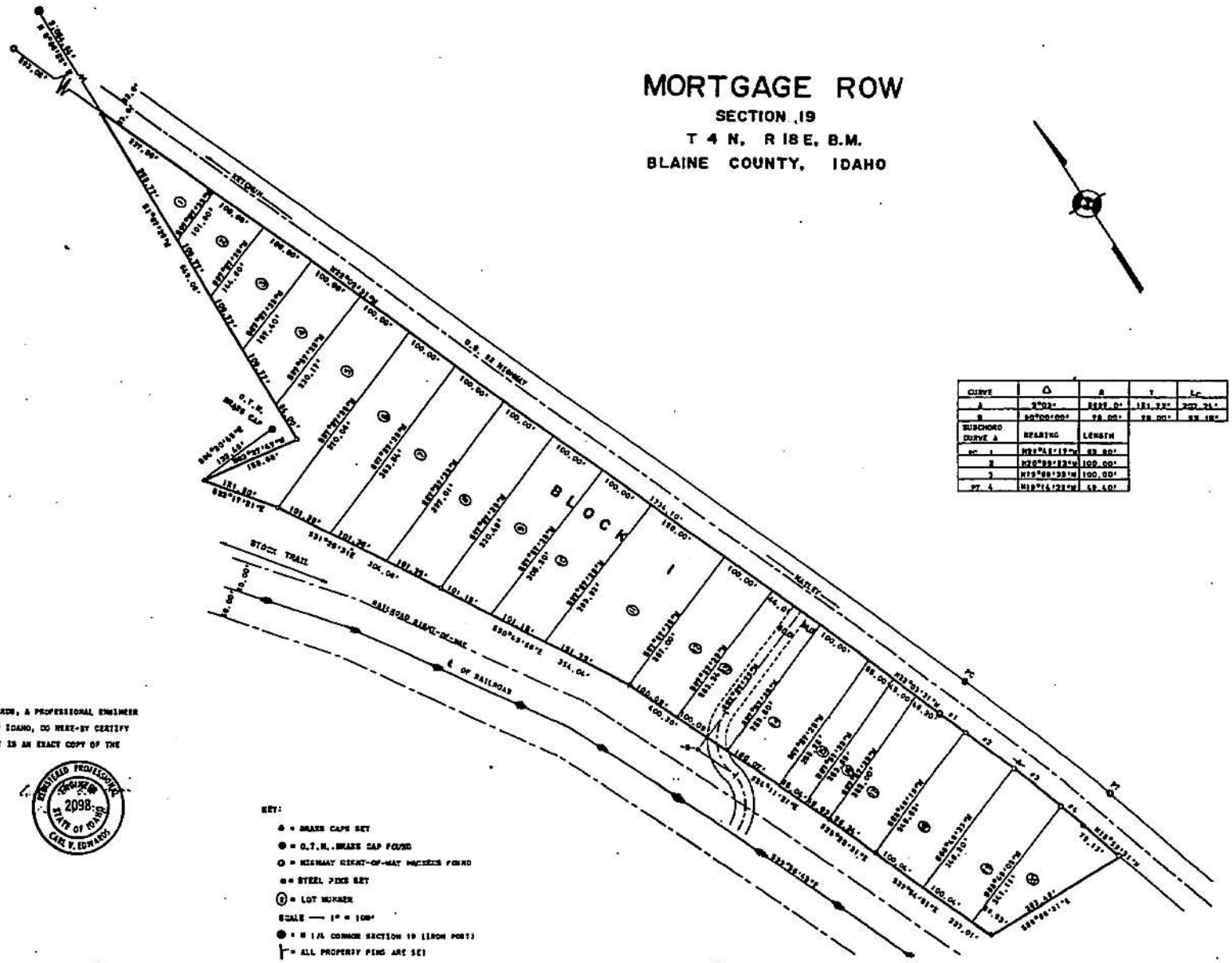
EXHIBIT 1
East of Baldy Plat

MORTGAGE ROW

SECTION 19

T 4 N, R 18 E, B.M.

BLAINE COUNTY, IDAHO



CURVE	Δ	R	T	L
1	3°03'	2292.0'	121.33'	242.74'
2	90°00'00"	78.00'	78.00'	63.18'

SUBCHORD CURVE 1	BEARING	LENGTH
PT. 1	N24°41'19"W	63.80'
2	N70°59'13"W	100.00'
3	N19°00'39"W	100.00'
PT. 4	N18°14'28"W	69.40'

I, CARL V. EDWARDS, A PROFESSIONAL ENGINEER IN THE STATE OF IDAHO, DO HEREBY CERTIFY THAT THIS PRINT IS AN EXACT COPY OF THE ORIGINAL PLAT.

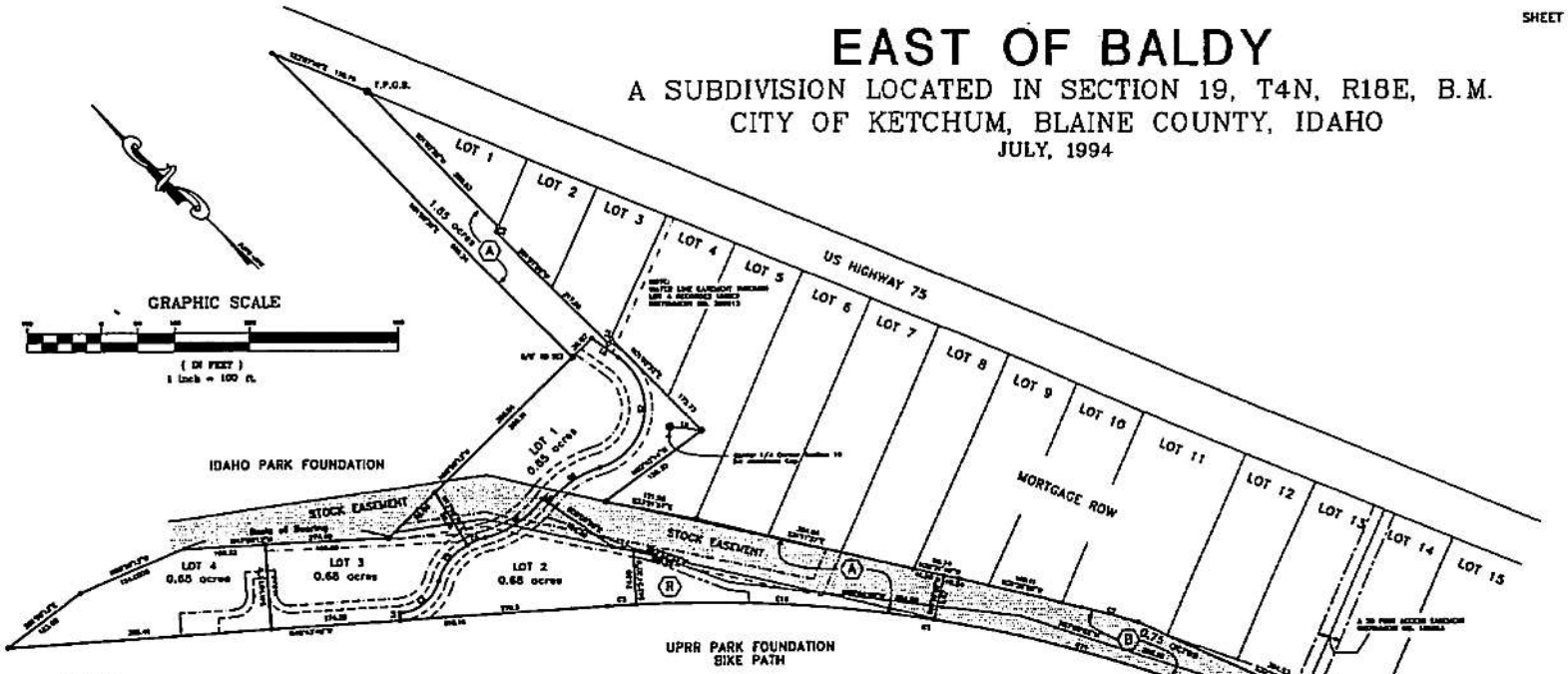
HERMITAGE PROFESSIONAL ENGINEER 2098 STATE OF IDAHO CARL V. EDWARDS

EXHIBIT 2
Mortgage Row Plat

SHEET 1 OF 2

EAST OF BALDY

A SUBDIVISION LOCATED IN SECTION 19, T4N, R18E, B.M.
CITY OF KETCHUM, BLAINE COUNTY, IDAHO
JULY, 1994



NOTES

1. The purchaser and/or owner of this lot or parcel understands and agrees that private road construction, maintenance and snow removal shall be the obligation of the owner, his successors in interest, or the homeowners association, and that the City of Ketchum shall not accept, maintain or improve these roads for any reason, and that each owner shall notify in writing any successor in interest of these facts.
2. An easement is hereby granted on all of Parcel A for vehicle access and snow storage.
3. A 20 feet wide private road and utility easement shown hereon is hereby granted within Lots 1,2,3 and 4 for the benefit of Lots 1,2,3 and 4, and the City of Ketchum.
4. A 10 feet wide snow storage, drainage and utility easement shown hereon is hereby granted within Lots 1,2,3 and 4 for the benefit of Lots 1,2,3 and 4, and the City of Ketchum.
5. An easement is hereby granted to the City of Ketchum within all of Parcels A and B, for installation and maintenance of underground utilities, excluding the Recreation Area within Parcel A.
6. A 10 feet wide private water line easement is hereby granted within lot 1 for the benefit of Lots 3 and 4 and Parcel A.
7. A 20 feet wide utility easement is hereby granted centering on all interior lot lines.
8. A 20 feet wide electrical easement is hereby granted within Lots 1,2 and 3 and Parcel B.
9. The stock trail shown hereon shall have no structures built thereon and no landscaping or use shall be included which may interfere with or be damage by livestock. It shall be each property owner's sole responsibility to construct and maintain fencing along the boundary of the livestock trail adequate to prevent any trespass, damage or injury to persons or property from livestock. Each property owner and anyone occupying or visiting their property shall have no claim for damages with regard thereto.
10. Uncontrolled fill exists within Lots 1,2,3 and 4. A soils bearing analysis prepared by a licensed engineer is required prior to issuance of a building permit.
11. Covenants, conditions and restrictions are filed under instrument Number 369122.
12. Maximum building height for each lot is measured from natural grade according Exhibit A, the 1971 Idaho Transportation Department topography map recorded under instrument number 369121.
13. A 20 feet wide easement is granted hereon to Intermountain Gas Company for an underground gas line running through this subdivision within the stock easement.

LINE TABLE

LINE	BEARING	DISTANCE
L1	[illegible]	[illegible]
L2	[illegible]	[illegible]
L3	[illegible]	[illegible]
L4	[illegible]	[illegible]
L5	[illegible]	[illegible]
L6	[illegible]	[illegible]
L7	[illegible]	[illegible]
L8	[illegible]	[illegible]
L9	[illegible]	[illegible]
L10	[illegible]	[illegible]
L11	[illegible]	[illegible]
L12	[illegible]	[illegible]

CURVE TABLE

CURVE	RADIUS	LENGTH	TANGENT	CHORD	BEARING	DELTA
C1	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
C2	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
C3	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
C4	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
C5	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
C6	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
C7	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
C8	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
C9	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
C10	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
C11	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]

LEGEND

- BRASS CAP FOUND
- 5/8" REBAR FOUND
- 1/2" REBAR SET
- 1/2" REBAR FOUND
- EDGE OF 20' ELECTRICAL EASEMENT
- EDGE OF 10' WATER EASEMENT (2' PRIVATE LINE)
- EDGE OF RECREATION AREA
- EDGE OF 20' ACCESS AND UTILITY EASEMENT
- EDGE OF 10' SNOW STORAGE, UTILITY, AND DRAINAGE EASEMENT
- STOCK EASEMENT
- (A) PARCEL "A"
- (B) PARCEL "B"
- (R) RECREATION AREA

Sanitary restrictions as required by Idaho Code Title 50, Chapter 13, have been satisfied. Sanitary restrictions may be reimposed, in accordance with Idaho Code Title 50, Chapter 13, Section 50-1326, by the issuance of a certificate of disapproved.

Date 8-5-94 Robert W. Erickson
South Central District Health Dept., EHS

PREPARED BY: BENCHMARK ASSOCIATES, KETCHUM, IDAHO

EAST OF BALDY

T4N, R18E, SEC.19, B.M.

BLAINE CO., IDAHO | SHEET 1 OF 2

93255.DWG

EXHIBIT 3
Legal Description of Reitinger's property

Lot 4 of MORTGAGE ROW SUBDIVISION, according to the official plat thereof, recorded as Instrument No. 145956, records of Blaine County, Idaho

and

A parcel of land lying within the NE ¼, Section 19, T.4N., R.18E., B.M., Blaine County, Idaho, and lying adjacent to Lot 4, Mortgage Row Subdivision, as platted and recorded in the Blaine County Recorder's Office, and being more particularly described as follows:
Commencing at the scribed mark in concrete, referencing the brass cap by O.T. Hansen, found 0.64 feet South of and 0.07 feet East of said mark, which mark is the center ¼ corner of said Section 19;
thence South 38° 00'27" East 42.40 feet to the 5/8" rebar marking a corner of Lot 5, Mortgage Row Subdivision;
thence North 1°20'52" East 64.00 feet to the 5/8" rebar marking the southwest corner of said Lot 4, Mortgage Row Subdivision, being the REAL POINT OF BEGINNING;
thence South 67°53'00" West 7.96 feet along the extension of the line between Lots 4 and 5, to a point lying 45 feet East of the Reinheimer Ranch fence;
thence North 1°07'09" East 108.82 feet parallel to said fence line to a point on the westerly extension of the line between Lots 3 and 4 of the Mortgage Row Subdivision;
thence North 67°53'00" East 7.84 feet to the northwest corner of said Lot 4;
thence South 1°02'52" West 108.77 feet to the REAL POINT OF BEGINNING.

EXHIBIT 4
Legal Description of Baker's property

Lot 3 of MORTGAGE ROW SUBDIVISION, according to the official plat thereof, recorded as Instrument No. 145956, records of Blaine County, Idaho, and a parcel in NE¼ 19-T4N-R18E

EXHIBIT 5
Legal Description of Rudigoz's property

Parcel I:
Lot 2 of MORTGAGE ROW SUBDIVISION, according to the official plat thereof, recorded as Instrument No. 145956, records of Blaine County, Idaho

Parcel II:
TOWNSHIP 4 NORTH, RANGE 18 EAST, BOISE MERIDIAN, BLAINE COUNTY, IDAHO
SECTION 19: A parcel of land lying adjacent to Lot 2, Mortgage Row Subdivision, according to the official plat thereof recorded as Instrument No. 145956. records of Blaine County, Idaho and said parcel being more particularly described as follows:

Commencing at the scribed mark in concrete, referencing the brass cap by O.T. Hansen, found 0.64 feet South and 0.07 East of said mark, which mark is the center ¼ corner of said Section 19; thence South 38°00'27" East, 42.40 feet to the bar marking a corner of Lot 5, Mortgage Row Subdivision; thence North 1°20'52" East, 281.54 feet along the boundary of Mortgage Row Subdivision to the southwest corner of said Lot 2, being the REAL POINT OF BEGINNING; thence continuing North 1°20'52" East, 108.77 feet along said boundary to the Northwest corner of said Lot 2; thence South 67°53'00" West, 7.60 feet along the extension of the Northerly boundary of said Lot 2 to a point lying 45.00 feet east of the Rheinheimer Ranch fence; thence South 1°07'09" West, 108.83 feet parallel to said fence line to a point on the extension of the Southerly boundary of said Lot 2; thence North 67°53'00" East, 7.72 feet along the extension of the Southerly line of said Lot 2 to the REAL POINT OF BEGINNING. (TL 7268)

EXHIBIT 6
Legal Description of Webb's property

Lot 1 of MORTGAGE ROW SUBDIVISION, according to the official plat thereof, recorded as Instrument No. 145956, records of Blaine County, Idaho

EXHIBIT 7
Legal Description and Site Map of Access Easement

PROPERTY DESCRIPTION
For
Access Easement

A parcel of land located within Section 19, T.4N., R.18E., B.M., Blaine County, Idaho, being a segment of Lot 1 and Parcel "A", East of Baldy Subdivision and also a segment of lots 3 and 4, Mortgage Row Subdivision, and more particularly described as follows:

Commencing at a brass cap on the westerly boundary of Idaho State Highway 75, which is the True Point of Beginning of said East of Baldy Subdivision and the REAL POINT OF BEGINNING;

thence South 1°02'52" West 258.83 feet along the west boundary Lot 1, Mortgage Row Subdivision to a ½ inch rebar at the southwest corner of said Lot 1;

thence South 67°53'00" West 7.60 feet along the northerly boundary of Lot 2, said Mortgage Row Subdivision to a ½ inch rebar at the northwest corner of said Lot 2;

thence South 1°07'09" West 190.25 feet along the west boundary of lots 2 and 3, said Mortgage Row Subdivision;

thence 30.68 feet around a non-tangential curve left with a radius of 28.00 feet, a central angle of 62°46'26" and a long chord of 29.17 feet that bears South 80°43'47" East;

thence North 67°53'00" East 2.71 feet;

thence South 22°22'49" East 20.00 feet;

thence South 67°53'00" West 34.91 feet to said west boundary Lot 4, Mortgage Row Subdivision;

thence South 1°02'52" West 161.88 feet along said west boundary Mortgage Row Subdivision to a ⅝ inch rebar on the easterly angle point of said Parcel "A";

thence North 38°02'54" West 108.44 feet through and beyond the center one-quarter corner, said Section 19 ;

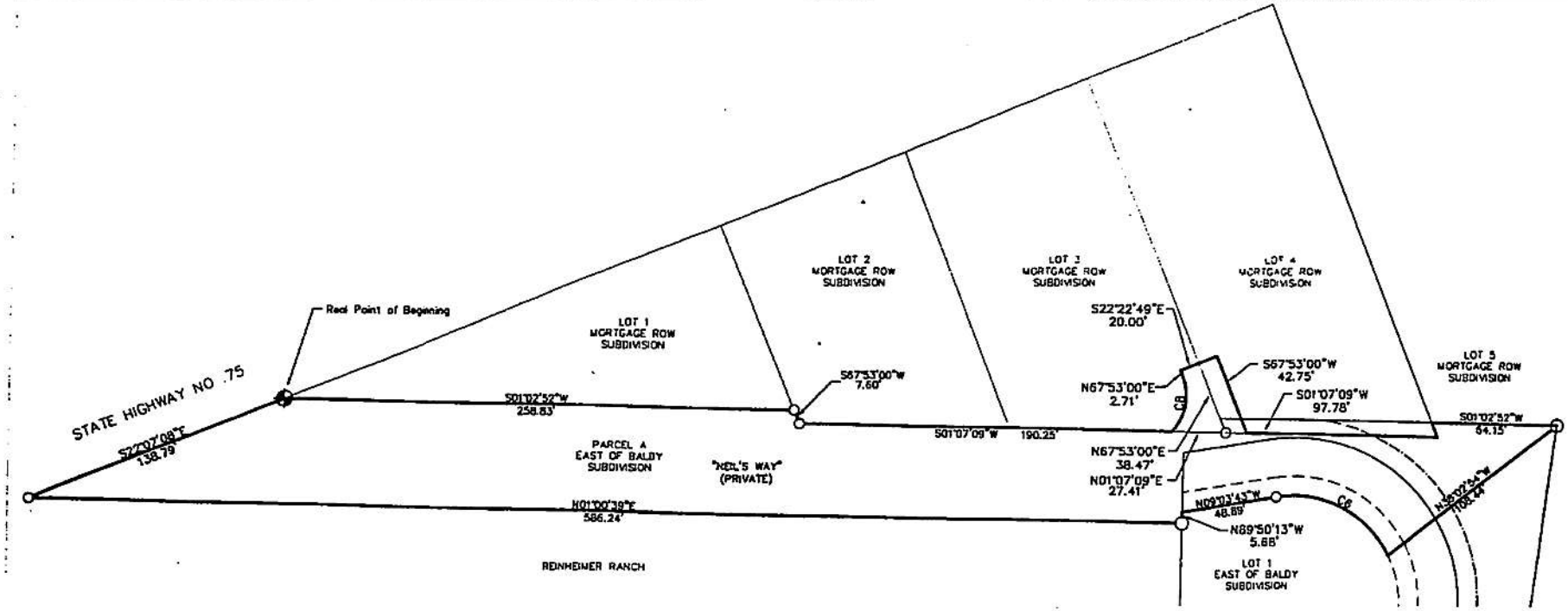
thence 69.34 feet around a non-tangential curve left with a central angle of 72°14'10", a radius of 55.00 feet, and a long chord of 64.84 feet that bears North 27°03'18" East;

thence North 9°03'43" West 48.89 feet to the north boundary of said Lot 1;

thence North 89°50'13" West 5.68 feet along the north boundary of said Lot 1, East of Baldy Subdivision to a ⅝ inch rebar on the west boundary of said Parcel "A", East of Baldy Subdivision;

thence North 1°00'39" East 586.24 feet along the west boundary of said Parcel "A" to a ½ inch rebar at the north corner of said Parcel "A";

thence South 22°07'08" East 138.79 feet along the westerly boundary of said Highway 75 to the point of beginning, containing 0.812 acres, more or less.



CURVE TABLE						
CURVE	LENGTH	RADIUS	TANGENT	DELTA	CHORD	CHORD DIRECTION
C6	69.34'	55.00'	40.13'	72°14'10"	64.84'	N 27°03'18" E
C8	30.88'	28.00'	17.08'	62°46'26"	29.17'	S 80°43'47" E

LEGEND

- Legal Description Boundary
- Adjacent Property Lines
- Found Brass Cap
- Found 5/8" Rebar
- Found 1/2" Rebar

GRAPHIC SCALE

50 0 25 50 100 200

(IN FEET)
1 inch = 50 ft.

NOTICE OF DISCLAIMER

Galena Engineering Inc.

Civil Engineers & Land Surveyors

A GRAPHIC RENDITION OF THE
LEGAL DESCRIPTION OF AN ACCESS EASEMENT
WITHIN SECTION 17 & 20, T.3N., R.16E., B.M., BLAINE COUNTY, IDAHO

P:\SDSKPROJ\5801\dwg\5801Legal.dwg 7/15/2005 2:47:19 PM MST

SHT 1 OF 1

EXHIBIT 8

Grant of Easement by East of Baldy Association in favor of North Mortgage Row Owners

Easement Description
For
A Portion within Parcel A, East of Baldy Subdivision

A parcel of land located within Section 19, T.4N., R. 18 E., B.M., Blaine County, Idaho being a segment of Parcel "A", East of Baldy Subdivision and more particularly described as follows:

Commencing at a brass cap on the westerly boundary of Idaho State Highway 75, which point is the True Point of Beginning of said East of Baldy Subdivision and the REAL POINT OF BEGINNING;

thence South 1°02'52" West 258.83 feet along the west boundary Lot 1, Mortgage Row Subdivision to a ½ inch rebar at the southwest corner of said Lot 1;

thence South 67°53'00" West 7.60 feet along the northerly boundary of Lot 2, said Mortgage Row Subdivision to a ½ inch rebar at the northwest corner of said Lot 2;

thence South 1°07'09" West 217.66 feet along the west boundary of said Mortgage Row Subdivision to a ½ inch rebar at the southwest corner of Lot 3, said subdivision;

thence North 67°53'00" East 7.89 feet along the southerly boundary of said Lot 3 to a ½ inch rebar at the northwest corner of Lot 4, said Mortgage Row Subdivision;

thence South 1°02'52" West 172.76 feet along said west boundary Mortgage Row Subdivision to a ⅝ inch rebar on the easterly angle point of said Parcel "A";

thence North 38°02'54" West 78.07 feet through and beyond the center one-quarter corner, said Section 19 to the southeast boundary of Lot 1, said East of Baldy Subdivision;

thence 101.25 feet around a non-tangential curve left with a central angle of 68°14'54", a radius of 85.00 feet, and a long chord of 95.37 feet that bears North 25°03'41" East along said easterly boundary Lot 1, East of Baldy Subdivision to a ½ inch rebar;

thence North 9°03'43" West 44.03 feet along said east boundary Lot 1, East of Baldy Subdivision to a ½ inch rebar at the northeast corner of said Lot 1;

thence North 89°50'13" West 36.07 feet along the north boundary of said Lot 1, East of Baldy Subdivision to a ⅝ inch rebar on the west boundary of said Parcel "A", East of Baldy Subdivision;

thence North 1°00'39" East 586.24 feet along the west boundary of said Parcel "A" to a ½ inch rebar at the north corner said Parcel "A";

thence South 22°07'08" East 138.79 feet along the westerly boundary of said Highway 75 to the point of beginning, containing 0.70 acres, more or less.

EXHIBIT 9

Grant of Easement by Helzel in favor of East of Baldy Association and North Mortgage Row Owners

Easement Description
For
A Portion Within Lot 1, East of Baldy Subdivision

A parcel of land located within Section 19, T.4N., R. 18 E., B.M., Blaine County, Idaho being a segment of Lot 1, East of Baldy Subdivision and more particularly described as follows:

Commencing at a ½ inch rebar at the northeast corner of said Lot 1, East of Baldy Subdivision, which point is the REAL POINT OF BEGINNING;

thence South 9°03'43" East 44.03 feet along the east boundary of said Lot 1, East of Baldy Subdivision to a ½ inch rebar at a point of curvature;

thence 101.25 feet around a curve right with central angle of 68°14'54", a radius of 85.00 feet and a long chord of 95.37 feet that bears South 25°03'41" West;

thence North 38°02'54" West 30.37 feet to a point of curvature;

thence 69.34 feet around a non-tangential curve to the left with a central angle of 72°14'10", a radius of 55.00 feet and a long chord of 64.84 feet that bears North 27°03'18" East;

thence North 9°03'43" West 48.89 feet to the north boundary of said Lot 1, East of Baldy Subdivision;

thence South 89°50'13" East 30.39 feet along said north boundary Lot 1 to the point of beginning, containing 0.09 acres, more or less.

EXHIBIT 10

Grant of Easement by Reitinger in favor of East of Baldy Association and North Mortgage Row Owners

Easement Description
For
A Portion Within Lot 4, Mortgage Row Subdivision)

A parcel of land located within Section 19, T.4N., R. 18 E., B.M., Blaine County, Idaho being a segment of Lot 4, Mortgage Row Subdivision and more particularly described as follows:

Commencing at a brass cap on the westerly boundary of Idaho State Highway 75, which point is the True Point of Beginning of East of Baldy Subdivision;

thence South 1°02'52" West 258.83 feet along the west boundary Lot 1, Mortgage Row Subdivision to a ½ inch rebar at the southwest corner of said Lot 1;

thence South 67°53'00" West 7.60 feet along the northerly boundary of Lot 2, said Mortgage Row Subdivision to a ½ inch rebar at the northwest corner of said Lot 2;

thence South 1°07'09" West 217.66 feet along the west boundary of said Mortgage Row Subdivision to a ½ inch rebar at the southwest corner of Lot 3, said subdivision;

thence North 67°53'00" East 7.89 feet along the lot line common to lots 3 and 4, said Mortgage Row Subdivision, to the northwest corner of said Lot 4, which point is the REAL POINT OF BEGINNING;

thence continuing North 67°53'00" East 30.58 feet along said lot line common to lots 3 and 4, Mortgage Row Subdivision;

thence South 22°22'49" East 10.00 feet;

thence South 67°53'00" West 34.91 feet to the west boundary of said lot 4, Mortgage Row Subdivision;

thence North 1°02'52" East 10.88 feet along said west boundary lot 4 to the point of beginning, containing 0.008 acres, more or less.