



Twin Falls City Council Agenda

Monday, November 19, 2018, 5:00 PM

- AMENDED -

City Council Chambers
203 Main Avenue East- Twin Falls, Idaho

Members: Shawn Barigar, Suzanne Hawkins, Nikki Boyd, Chris Talkington, Gregory Lanting, Christopher Reid, Ruth Pierce

- 1) CALL MEETING TO ORDER/CONFIRMATION OF QUORUM
- 2) PLEDGE OF ALLEGIANCE
- 3) PROCLAMATIONS
 - a) Small Business Saturday - Request made by Megan Fleshman, Twin Falls Area Chamber of Commerce.
- 4) GENERAL PUBLIC INPUT
- 5) CONSENT CALENDAR
 - a) **ACTION ITEM:** Request to approve the Accounts Payable for November 8 thru 14, 2018.
By: Amy Luna, Finance Administrative Assistant
 - b) **ACTION ITEM:** Request to approve the November 13, 2018 City Council Minutes.
By: Amy Luna, Finance Administrative Assistant
 - c) **ACTION ITEM:** Request to hold a Business After Hours event on November 29, 2018.
By: Sergeant Justin Dimond, Twin Falls Police Department
 - d) **ACTION ITEM:** Request to approve a purchase and sale agreement with Rebekah and Joshua Olsen regarding the City's sale of surplus property located at 324 Hansen Street East.
By: Mitch Humble, Deputy City Manager
- 6) ITEMS OF CONSIDERATION
 - a) **PRESENTATION AND POSSIBLE ACTION:** Presentation on Smoke Free Twin Falls.
By: Luke Cavener, American Cancer Society - Cancer Action Network
 - b) **ACTION ITEM:** Request approval of an Agreement between the City of Twin Falls and Breckenridge Homeowners Association, Randy Grant and Angela Grant, and Gerald L. Martens for improvements associated with the Canyon Rim Stabilization Project.
By: Travis Rothweiler, City Manager
- 7) GENERAL INPUT/ADVISORY BOARD REPORT/ANNOUNCEMENTS

8) PUBLIC HEARINGS: None

9) ADJOURNMENT

Any person(s) needing special accommodations to participate in the above-noticed meeting could contact Leila Sanchez (208) 735-7287 at least two working days before the meeting. Si desea esta información en español, llame Leila Sanchez (208) 735-7287.

Public Input Procedures

1. Individuals wishing to provide public input regarding matters relevant to the City of Twin Falls shall
 - wait to be recognized by the Mayor or Chairman
 - approach the microphone/podium
 - state their name, and whether they are a resident or property owner in the City of Twin Falls, and proceed with their input.
2. The Mayor or Chairman may limit input to no less than two (2) minutes. Individuals are not permitted to give their time to other speakers.

Public Hearing Procedures for Zoning Requests

1. Prior to opening the first Public Hearing of the session, the Mayor or Chairman shall review the public hearing procedures.
 2. Individuals wishing to testify or speak before the City Council or Planning and Zoning shall wait to be recognized by the Mayor or Chairman, approach the microphone/podium, state their name, then proceed with their comments. Following their statements, they shall write their name and address on the record sheet(s) provided by the staff. The staff shall make an audio recording of the Public Hearing.
 3. The Applicant, or the spokesperson for the Applicant, will make a presentation on the application/request (request). No changes to the request may be made by the applicant after the publication of the Notice of Public Hearing. The presentation should include the following:
 - A complete explanation and description of the request.
 - Why the request is being made.
 - Location of the Property.
 - Impacts on the surrounding properties and efforts to mitigate those impacts.
 4. Applicant is limited to 15 minutes, unless a written request for additional time is received, at least 72 hours prior to the hearing, and granted by the Mayor or Chairman.
 5. A City Staff Report shall summarize the application and history of the request.
 6. The City Council or Planning & Zoning Commission may ask questions of staff or the applicant pertaining to the request.
 7. The general public will then be given the opportunity to provide their testimony regarding the request. The Mayor or Chairman may limit public testimony to no less than two (2) minutes per person.
 - Five or more individuals, having received personal public notice of the application under consideration, may select by written petition, a spokesperson. The written petition must be received at least 72 hours prior to the hearing and must be granted by the Mayor or Chairman. The spokesperson shall be limited to 15 minutes.
 - Written comments, including e-mail, shall be either read into the record or displayed to the public on the overhead projector.
 - Following the Public Testimony, the applicant is permitted five (5) minutes to respond to Public Testimony.
 8. Following the Public Testimony and Applicant's response, the hearing shall continue. The City Council or Planning & Zoning Commission, as recognized by the Mayor or Chairman, shall be allowed to question the Applicant, Staff or anyone who has testified. The Mayor or Chairman may again establish time limits.
 9. The Mayor or Chairman shall close the Public Hearing. The City Council or Planning and Zoning Commission shall deliberate on the request. Deliberations and decisions shall be based upon the information and testimony provided during the Public Hearing. Once the Public Hearing is closed, additional testimony from the staff, applicant or public is not allowed. Legal or procedural questions may be directed to the City Attorney.
- * Any person not conforming to the above rules may be prohibited from speaking. Persons refusing to comply with such prohibitions may be asked to leave the hearing and, thereafter removed from the room by order of the Mayor or Chairman.

*Office of the Mayor
City of Twin Falls*

Proclamation

SMALL BUSINESS SATURDAY

Whereas, the government of Twin Falls, Idaho, celebrates our local small businesses and the contributions they make to our local economy and community; according to the United States Small Business Administration, there are currently 30.2 million small businesses in the United States representing 99.7% of all businesses with employees in the United States, and responsible for 65.9% of net new jobs created from 2000 to 2017; and

Whereas, small businesses employ 47.5% of the employees in the private sector in the United States; and

Whereas, 90% of consumers in the United States say Small Business Saturday has had a positive impact on their community; and

Whereas, 89% of consumers who are aware of Small Business Saturday said the day encourages them to Shop Small all year long; and

Whereas, 73% of consumers who reportedly Shopped Small at independently-owned retailers and restaurants on Small Business Saturday did so with friends or family; and

Whereas, the most reported reason why consumers with awareness shopped and dined at small, independently-owned businesses was to support their community (64%); and

Whereas, Twin Falls, Idaho, supports our local businesses that create jobs, boost our local economy and preserve our communities; and

Whereas, advocacy groups, as well as public and private organizations across the country have endorsed the Saturday after Thanksgiving as Small Business Saturday.

Now, Therefore, I, Shawn Barigar, Mayor of the City of Twin Falls, Idaho, do hereby proclaim, November 24, 2018, as:

SMALL BUSINESS SATURDAY

And encourage the residents of our community, and communities across the country, to support small businesses and merchants on Small Business Saturday and throughout the year.



In witness whereof, I have hereunto set my hand and caused this seal to be affixed.

Shawn A. Barigar
Mayor Shawn Barigar

Attest:

Leila A. Sanchez
Leila A. Sanchez, Deputy City Clerk

Dated: *October 24 2018*



Twin Falls City Council Minutes

Tuesday, November 13, 2018, 5:00 PM

City Council Chambers
203 Main Avenue East- Twin Falls, Idaho

1) CALL MEETING TO ORDER/CONFIRMATION OF QUORUM

Present: Mayor Shawn Barigar, Vice Mayor Nikki Boyd, Council Members Suzanne Hawkins, Greg Lanting, Christopher Reid & Ruth Pierce (By Phone)

Absent: Council Member Talkington

Staff Present: City Manager Travis Rothweiler, Deputy City Managers Mitch Humble & Brian Pike, City Attorney Shayne Nope, Grant & Community Relations Manager Mandi Thompson, Fire Chief Les Kenworthy, Chief Craig Kingsbury, Captain Matt Hicks, Lieutenant John Wilson, City Engineer Troy Vitek, Public Information Officer Joshua Palmer, Help Desk Technician Kim Hafer, Finance Administrative Assistant Amy Luna.

Mayor Barigar called the meeting to order at 05:02 PM. A quorum was present.

2) PLEDGE OF ALLEGIANCE

Mayor Barigar invited the Boy Scouts to lead all present, who wished, to recite the Pledge of Allegiance to the Flag.

3) PROCLAMATIONS

- a) **APPRENTICESHIP DAY** - Connie Stopher, SIEDO; Katrina Oksten, CSI Apprenticeship Program Coordinator and Workforce Development Staff
- Mayor Barigar presented Apprenticeship Day Proclamation to Connie Stopher, SIEDO; Katrina Oksten, CSI Apprenticeship Program Coordinator and Workforce Development Staff.*

4) GENERAL PUBLIC INPUT: None

5) CONSENT CALENDAR

Vice Mayor Boyd requested that the minutes from the November 5, 2018 Council Meeting be voted on separately as she was absent from that meeting.

- a) Request to approve the Accounts Payable for November 1 thru 7, 2018.
- MOTION:** Council Member Hawkins moved to approve the Accounts Payable for November 1 thru 7, 2018. Council Member Reid seconded the motion. Roll call vote showed all members present voted in favor of the motion. 6 to 0.
- b) Request to approve the November 5, 2018 City Council Minutes.
- MOTION:** Council Member Reid moved to approve the November 5, 2018 City Council Minutes as presented. Council Member Hawkins seconded the motion. Roll call vote showed all members present voted in favor of the motion with Vice Mayor Boyd abstaining. 5 to 0 with 1 abstention.

6) ITEMS OF CONSIDERATION

- a) **ACTION ITEM:** Update on the Canyon Rim Stabilization Project and request approval of a Purchase and Sale Agreement between the City of Twin Falls and Katherine B. Breckenridge for real property located on the Canyon Rim.

City Engineer Vitek & City Manager Rothweiler gave an update on the Canyon Rim Stabilization Project and requested approval of a Purchase and Sale Agreement between the City of Twin Falls and Katherine B. Breckenridge for real property located on the Canyon Rim.

Discussion ensued on the following:

Mayor Barigar: Thanked Katie Breckenridge and Rob Struthers for working with the City on this project.

Council Member Lanting: Thanked the Katie Breckenridge for getting this project approved.

Katie Breckenridge: Thanked the City for their part in moving this project forward.

MOTION: Council Member Lanting moved to approve the Purchase and Sale Agreement between the City of Twin Falls and Katherine B. Breckenridge for real property located on the Canyon Rim in the amount of approximately \$300,000.00. Vice Mayor Boyd seconded the motion. Roll call vote showed all members present voted in favor of the motion. 6 to 0.

- b) **ACTION ITEM:** Request to approve the use of contingency funds in the amount of \$9,750. The funds would be used for the design and implementation of a Fire Battalion Chief and Fire Captain Assessment center.

Fire Chief Kenworthy requested Council approve the use of contingency funds in the amount of \$9,750. The funds would be used for the design and implementation of a Fire Battalion Chief and Fire Captain Assessment center.

Discussion ensued on the following: None

MOTION: Council Member Lanting moved to approve the use of contingency funds in the amount of \$9,750. The funds would be used for the design and implementation of a Fire Battalion Chief and Fire Captain Assessment center. Council Member Reid seconded the motion. Roll call vote showed all members present voted in favor of the motion. 6 to 0.

- c) **ACTION ITEM:** Request to approve changes to the Municipal Powers Outsource Grant (MPOG) Process.
Grant & Community Relations Manager Thompson requested to approve changes to the Municipal Powers Outsource Grant (MPOG) Process.

Discussion ensued on the following:

Vice Mayor Boyd: Are these suggestions that we can pick and choose from? Thanked Ms. Thompson for her information. Also suggested not doing this at all in the future.

Council Member Hawkins: Not ready to make a decision tonight. Would like to do some more thinking on the subject.

Council Member Reid: Thanked Ms. Thompson for her presentation. Spoke in favor of the information.

Council Member Lanting: Thanked Ms. Thompson and spoke in favor of the information. In favor of keeping the MPOG Grants.

Council Member Pierce: Spoke in favor of the information and having staff involved in the decision process.

Mayor Barigar: Thanked Ms. Thompson and spoke in favor of the information that was presented.

Council Member Hawkins: Asked about the scoring procedures being anonymous somehow so that they don't know who the applicant is.

Vice Mayor Boyd: Spoke against the process of the MPOG Grants. So much time has been given to this subject.

Mayor Barigar: Spoke about going out to organizations rather than the organizations coming to the Council. Suggested the Council Members do a full evaluation of the proposed process prior to the December 3rd meeting.

Council Member Lanting: Asked about the Facilities being within the City Limits as a requirement.

Tabled until December 3rd City Council meeting.

7) GENERAL INPUT/ADVISORY BOARD REPORT/ANNOUNCEMENTS

Vice Mayor Boyd: Advised that the City of Twin Falls was awarded The Idaho Smart Growth award for our Downtown Renovations.

Council Member Hawkins:

- 1) Thanked SSgt Dimond for attending the Youth Council Meeting on Monday.
- 2) Tuesday morning was the Magic Valley Greater Transportation Committee Meeting where the possible addition of another bridge across the canyon was discussed. ITD would like to talk to the Council sometime in December.

City Manager Rothweiler:

- 1) Spoke about ITD coming to the Council Meeting on December 10th for several presentations and asking them to also speak on the additional bridge across the canyon.
- 2) Goals set forth by the Council for the Manager's Office: Gave a brief explanation of the goals process so far.

8) PUBLIC HEARINGS

- a) Idaho Community Development Block Grant (ICDBG) in the amount not to exceed \$500,000, to partially finance the construction of a public parking facility in downtown Twin Falls, Idaho. **PUBLIC HEARING CANCELLED.**

9) ADJOURNMENT

The meeting adjourned at 06:17 PM



Date: Monday, November 19, 2018
To: Honorable Mayor and City Council
From: Sergeant Justin Dimond, Twin Falls Police Department

ACTION ITEM

Request:

ACTION ITEM: Request to hold a Business After Hours event on November 29, 2018.

Time Estimate:

Staff requests that this item be placed on the Consent Calendar.

Background:

Malan Erke has submitted a Special Event Application requesting to hold a Business After Hours event on Thursday, November 29, 2018. This event will take place at the Historic Ballroom, located at 205 Shoshone Street North, from 4:00 p.m. to 8:00 p.m.

Business After Hours is described as a networking mixer for area business professionals. Attendees will be members of the area Chamber of Commerce and will attend similar meetings monthly. There will be a no-host bar, appetizers, and raffle prizes for attendees.

Elevation 486 will be catering the event and has secured the proper catering permit. The organizers have secured insurance covering the event.

Approval Process:

Consent of the Council

Budget Impact:

Although alcohol is being served at this event, the Twin Falls Police Department Staff does not feel there is a need for the Twin Falls Police Department to provide security; therefore, there is no budget impact.

Regulatory Impact:

N/A

History:

N/A

Analysis:

N/A

Conclusion:

Staff recommends that the City Council approve the Special Event Application submitted for the Business After Hours event based on the information provided.

Attachments:

None



Date: Monday, November 19, 2018
To: Honorable Mayor and City Council
From: Mitch Humble, Deputy City Manager

ACTION ITEM

Request:

ACTION ITEM: Request to approve a purchase and sale agreement with Rebekah and Joshua Olsen regarding the City's sale of surplus property located at 324 Hansen Street East.

Time Estimate:

This item is on the consent agenda, so no presentation has been planned.

Background:

At the October 8, 2018 Council meeting, the Council reviewed three purchase requests for our surplus property located at 324 Hansen Street East. Following the presentations, the Council directed staff to negotiate a purchase and sale agreement with Rebekah and Joshua Olsen for their "Circus" proposal. The Olsen's proposal was to convert the former development services building into a multi-cultural learning and entertainment center, including a dance and aerobics studio and the display of the remains of a local Colombian Mammoth. As you'll recall, the proposal was to purchase the building for \$120,000.

The Council accepted the proposal as described and asked staff to prepare a standard purchase and sale agreement, to include typical items, such as earnest money, due diligence period, and property condition at closing. Staff and the City Attorney have prepared the agreement as directed. It is attached for your review. The agreement details include following:

1. Purchase price of \$120,000.
2. Earnest money in the amount of \$5,000. This amount will go toward the final purchase of the property and we have the earnest money check in hand already.
3. A 90-day due diligence period to allow the buyer to perform inspections. There is a provision that allows the period to be shortened if both parties agree.
4. The seller shall provide a title insurance policy.
5. Closing costs will be split, both parties paying half.
6. The property is being sold "as is." We are not making any improvements or changes to the property prior to sale.
7. The purchase of the building includes the contents of the building. When City staff moved out, we left behind some very old furniture (a few chairs, parts of desks, storage shelves/files, etc...). These items have very little value and selling them with the building will likely represent a savings for the City by not having to pay someone to clean out and haul away all of the contents.
8. A statement that no brokers have been involved in the process and no commissions are being paid.

Staff recommends that the Council approve the purchase and sale agreement as presented.

Approval Process:

A simple majority vote of the Council is needed to approve the request.

Budget Impact:

Approval of the attached purchase and sale agreement will lead to the sale of the Hansen Building and the receipt of \$120,000 of unanticipated revenue. The agreement does include some closing and processing costs being paid by the City. Those costs will net out of the \$120,000 sale price, so the actual revenue received will be slightly less than that amount.

Regulatory Impact:

Approval of this request means that the Olsens will be able to complete their due diligence for the building purchase and a closing can be scheduled at an appropriate time.

History:

N/A

Analysis:

N/A

Conclusion:

Staff recommends that the Council approve the attached purchase and sale agreement as presented.

Attachments:

1. Purchase Sale Agreement - November 2018

REAL ESTATE PURCHASE AND SALE AGREEMENT

THIS REAL ESTATE PURCHASE AND SALE AGREEMENT ("Agreement") is made effective this ____ day of MONTH, 2018, by and between THE CITY OF TWIN FALLS, a municipal corporation (the "Seller"), and REBEKAH AND JOSHUA OLSEN, (the "Buyer"), for the purchase and sale of certain real property located at 324 Hansen Street, Twin Falls, Idaho, together with any and all buildings and improvements thereon, all tangible and intangible personal property associated with the ownership, operation and maintenance of the property, together with all rights and appurtenances thereto (collectively, the "Property"). The Property is depicted in Exhibit A, attached hereto, and legally described in Exhibit B, also attached hereto.

WHEREAS, Seller desires to sell surplus real property located at 324 Hansen Street, Twin Falls, Idaho pursuant to Idaho Code 50-1401; and

WHEREAS, Seller declared the minimum value of the Property to be \$ 200,000.00 and listed the Property for sale at a public auction pursuant to Idaho Codes 50-1402 & 50-1403(1); and

WHEREAS, Seller did not receive any bids and now intends on selling the Property pursuant to Idaho Code 50-1403(1); and

WHEREAS, Seller desires the Property be placed back on the tax rolls of the City of Twin Falls; and

WHEREAS, Buyer desires to utilize the Property for a multi-cultural learning and entertainment center, including a dance and aerobics studio and a display of the remains of a Colombian Mammoth.

NOW, THEREFORE, the Buyer and Seller hereby agree to the following conditions for the Purchase and Sale of the Property as follows:

1. Purchase Price; Earnest Money; Payment. The total purchase price for the Property is One Hundred Twenty Thousand Dollars (\$120,000.00). Earnest money in the amount of Five Thousand Dollars (\$5,000) shall be deposited with TitleFact, Inc. upon execution of this Agreement by both parties. The remainder of the purchase price, less any prorations, shall be paid in cash upon closing.

2. Closing Terms, Conditions, and Contingencies. The date upon which all of Buyer's due diligence conditions and contingencies must either be satisfied or waived shall be a maximum of ninety (90) days from mutual execution of this Agreement (the "Satisfaction Date"). Upon mutual execution of this Agreement, Buyer shall be given full opportunity to inspect and investigate and to accept to Buyer's satisfaction, at Buyer's sole cost and expense, every aspect of the Property independently or through agent(s) of Buyer including, but without limitation regarding:

- (i) All matters relating to title, together with all governmental and other legal requirements such as taxes, assessments, zoning, environmental studies, use permit requirements and codes.
- (ii) Buyer and Buyer's agents and contractors shall further be granted access to inspect the physical and environmental condition of the Property and all matters relating to the internal and external maintenance of any improvements of the structures and/or grounds related to the Property during normal business hours with reasonable prior notice.

If on or prior to the Satisfaction Date, Buyer, in its sole discretion, is not satisfied with the condition of the Property, Buyer shall have the right by giving written notice to Seller and Title Company to cancel and terminate this Agreement without liability and Buyer shall receive a full refund of all earnest money. The failure of Buyer to give written notice of such cancellation and termination by the Satisfaction Date shall be deemed to be waiver by Buyer of all such conditions and an election to proceed to Closing. If Buyer elects or is deemed to have elected to proceed with this transaction beyond the Satisfaction Date, the Earnest Money Deposit shall become non-refundable, and applied to the Purchase Price at Closing.

The closing (the "Closing") shall be deemed to be the date on which the deed is recorded and the sales proceeds are available for disbursement to Seller and as otherwise directed by the parties. Buyer and Seller shall deposit with the Escrow Agent all funds and instruments necessary to complete the sale. Closing shall not occur more than one (1) week following the Satisfaction Date. The Parties may agree to Closing prior to the Satisfaction Date, in which case all further due diligence shall be deemed waived as of the Closing.

3. Prorations; Closing Costs; Possession. Taxes, insurance, utilities, and assessments for the year in which the transaction closes, shall be prorated as of the date of closing. Buyer and Seller shall each pay one-half of the closing costs charged by the title company.

4. Conveyance of Title. On closing, Seller shall execute and deliver to Buyer a general warranty deed conveying good and marketable title to the Property free and clear of any defects or encumbrances except the Permitted Exceptions (as defined below).

5. Title Insurance. Seller shall furnish to Buyer, at Seller's sole cost and expense, a preliminary commitment of a title insurance policy showing the condition of the title to said Property, together with a copy of each instrument, agreement or document listed as an exception to title in the title commitment that is reasonably available to Seller. Buyer shall have fifteen (15) business days from receipt of the preliminary commitment within which to object in writing to the condition of the title as set forth in the preliminary commitment.

At closing, Seller shall, at Seller's sole expense, furnish to Buyer a title insurance policy in the amount of the purchase price of the Property showing

marketable and insurable title subject to the liens, encumbrances and defects listed in the preliminary commitment and not objected to by Buyer (the "Permitted Exceptions").

6. Risk of Loss; Insurance. Risk of loss of or damage to the Property shall be borne by Seller until the Closing Date. Thereafter, Buyer shall bear the risk of loss. In the event of material loss of or damage to the Property prior to the date upon which Buyer assumes the risk, Seller shall not be obligated to restore the Property nor pay damages to Buyer by reason of such loss or damage, and Buyer may terminate this Agreement by giving notice of such termination to Seller, and such termination shall be effective thereafter and Seller shall return the Deposit to Buyer; provided, however, that Buyer may elect to purchase the Property in the condition existing on the date of closing, and on closing, Seller shall assign to Buyer the proceeds of any policy of insurance carried by or for the benefit of Seller covering any loss or damage to the Property occurring after the date hereof. Seller will submit an insurance claim and use its best efforts to obtain insurance proceeds. On closing, Seller will pay to Buyer, outside of escrow, the entire amount of insurance proceeds received from such claim. Seller shall maintain its existing insurance policy on the Property, if any, until the Closing Date.

7. Representations. Seller represents that it has good and marketable title to the Property free and clear of all defects, encumbrances, liens (monetary or otherwise), licenses, assignment of mineral, logging or timber rights except the Permitted Exceptions and that the Property is not subject to any lease or rights of persons in possession except as expressly set forth herein. Without limiting the foregoing, Seller agrees that the Property shall not be subject to any leases or other rights of possession at closing.

8. Condition of Property at Closing. Buyer agrees to purchase the property in as-is-condition, including chattel, with all faults and with no further repairs required, subject only to the representations and warranties stated herein, or unless otherwise agreed upon by the parties in writing.

9. Conditions and Contingencies.

a. ADA Ramp. The handicapped access ramp on the southeast side of the building is constructed on adjacent property, and is not part of the Property being sold. See drawings attached as Exhibit C see also Exhibit A for location in relation to adjacent property.

b. Parking Easement. There is a parking easement on the Northeastern most 32' of lot 21. A copy of the Grant of Easement is attached as Exhibit D, see also Exhibit A for location in relation to the property lines.

10. Indemnity. The Seller agrees to indemnify, defend and hold Buyer harmless from and against all costs, expenses and liabilities related to the Property that exist on or before the Closing Date. The Buyer agrees to indemnify, defend and hold Seller harmless from and against all costs, expenses and liabilities related to the Property that exist following the Closing Date.

11. **Default.** If Buyer defaults in the performance of the Agreement, Seller shall be entitled, as Seller's sole and exclusive remedy, to terminate this Agreement by written notice to Buyer, in which event the earnest money deposit shall be paid to Seller as liquidated damages. If Seller defaults, Buyer's earnest money shall be returned to Buyer.

12. **General.** This Agreement represents the entire agreement of Buyer and Seller with respect to the matters covered hereby and supersede all prior agreements between them, written or oral. This Agreement may be modified only in writing, signed by Buyer and Seller. Any waivers hereunder must be in writing. No waiver of any right or remedy in the event of default hereunder shall constitute a waiver of such right or remedy in the event of any subsequent default. This Agreement shall be governed by the laws of the state of Idaho. This agreement is for the benefit only of the parties hereto and shall inure to the benefit of and bind the heirs, personal representatives, successors and assigns of the parties hereto. The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision hereof. All representations and warranties contained herein shall survive the closing. The exhibit attached hereto are incorporated herein as if set forth in full.

13. **Commissions.** Seller and Buyer attest that there are no brokers involved in this transaction and there will thus not be any real estate commissions as part of this transaction.

Signed effective the date first set forth above.

SELLER:
CITY OF TWIN FALLS, a Municipal
Corporation

BY: _____
Shawn Barigar, Mayor

BUYER:
REBEKAH AND JOSHUA OLSEN

BY:  _____
Rebekah or Joshua Olsen

For purposes of this Agreement, the following addresses shall be used for notice and other communications related to this Agreement:

City of Twin Falls
P.O. Box 1907
Twin Falls, Idaho 83303-1907

Rebekah and Joshua Olsen

**Model Ordinance Prohibiting Smoking in
All Workplaces and Public Places
(100% Smokefree)**

Sec. 1000. Title

This Article shall be known as the _____ [name of City or County] Smokefree Air Ordinance of _____ [year].

Sec. 1001. Findings and Intent

The _____ [City or County Governing Body] does hereby find that:

The 2006 U.S. Surgeon General's Report, *The Health Consequences of Involuntary Exposure to Tobacco Smoke*, has concluded that (1) secondhand smoke exposure causes disease and premature death in children and adults who do not smoke; (2) children exposed to secondhand smoke are at an increased risk for sudden infant death syndrome (SIDS), acute respiratory problems, ear infections, and asthma attacks, and that smoking by parents causes respiratory symptoms and slows lung growth in their children; (3) exposure of adults to secondhand smoke has immediate adverse effects on the cardiovascular system and causes coronary heart disease and lung cancer; (4) there is no risk-free level of exposure to secondhand smoke; (5) establishing smokefree workplaces is the only effective way to ensure that secondhand smoke exposure does not occur in the workplace, because ventilation and other air cleaning technologies cannot completely control for exposure of nonsmokers to secondhand smoke; and (6) evidence from peer-reviewed studies shows that smokefree policies and laws do not have an adverse economic impact on the hospitality industry.¹ According to the 2010 U.S. Surgeon General's Report, *How Tobacco Smoke Causes Disease*, even occasional exposure to secondhand smoke is harmful and low levels of exposure to secondhand tobacco smoke lead to a rapid and sharp increase in dysfunction and inflammation of the lining of the blood vessels, which are implicated in heart attacks and stroke.² According to the 2014 U.S. Surgeon General's Report, *The Health Consequences of Smoking—50 Years of Progress*, secondhand smoke exposure causes stroke in nonsmokers. The report also found that since the 1964 Surgeon General's Report on Smoking and Health, 2.5 million nonsmokers have died from diseases caused by tobacco smoke.³

Numerous studies have found that tobacco smoke is a major contributor to indoor air pollution, and that breathing secondhand smoke (also known as environmental tobacco smoke) is a cause of disease in healthy nonsmokers, including heart disease, stroke, respiratory disease, and lung cancer. The National Cancer Institute determined in 1999 that secondhand smoke is responsible for the early deaths of approximately 53,000 Americans annually.⁴

The Public Health Service's National Toxicology Program (NTP) has listed secondhand smoke as a known carcinogen.⁵

Based on a finding by the California Environmental Protection Agency in 2005, the California Air Resources Board has determined that secondhand smoke is a toxic air contaminant, finding that exposure to secondhand smoke has serious health effects, including low birth-weight babies; sudden infant death syndrome (SIDS); increased respiratory infections in children; asthma in

children and adults; lung cancer, sinus cancer, and breast cancer in younger, premenopausal women; heart disease; and death.⁶

There is indisputable evidence that implementing 100% smoke-free environments is the only effective way to protect the population from the harmful effects of exposure to secondhand smoke.⁷

In reviewing 11 studies concluding that communities see an immediate reduction in heart attack admissions after the implementation of comprehensive smokefree laws, the Institute of Medicine of the National Academies concluded that data consistently demonstrate that secondhand smoke exposure increases the risk of coronary heart disease and heart attacks and that smokefree laws reduce heart attacks.⁸

A significant amount of secondhand smoke exposure occurs in the workplace. Employees who work in smoke-filled businesses suffer a 25-50% higher risk of heart attack and higher rates of death from cardiovascular disease and cancer, as well as increased acute respiratory disease and measurable decrease in lung function.⁹

Studies measuring cotinine (metabolized nicotine) and NNAL (metabolized nitrosamine NNK, a tobacco-specific carcinogen linked to lung cancer) in hospitality workers find dramatic reductions in the levels of these biomarkers after a smokefree law takes effect. Average cotinine levels of New York City restaurant and bar workers decreased by 85% after the city's smokefree law went into effect.¹⁰ After the implementation of Ontario, Canada's Smokefree Indoor Air Law, levels of NNAL were reduced by 52% in nonsmoking casino employees and cotinine levels fell by 98%.¹¹

Smokefree indoor air laws result in a significant reduction in fine particulate matter and improved air quality. A Grand Rapids, Michigan study that monitored six restaurants before and after implementation of the state's smokefree air law found that PM_{2.5} fine particulate matter was reduced by 92 percent after the law went into effect, indicating that the vast majority of indoor air pollution in all six venues was due to secondhand smoke. The results in Grand Rapids were consistent with results in Wilmington, Delaware; Boston, Massachusetts; and Western New York.¹²

Following a Health Hazard Evaluation of Las Vegas casino employees' secondhand smoke exposure in the workplace, which included indoor air quality tests and biomarker assessments, the National Institute of Occupational Safety & Health (NIOSH) concluded that the casino employees are exposed to dangerous levels of secondhand smoke at work and that their bodies absorb high levels of tobacco-specific chemicals NNK and cotinine during work shifts. NIOSH also concluded that the "best means of eliminating workplace exposure to [secondhand smoke] is to ban all smoking in the casinos."¹³ A subsequent study in Nevada, whose Clean Indoor Air Act permits smoking in designated areas of casinos, bars, and taverns, indicates that strong 100% smokefree laws are the only effective way to protect indoor air quality. The study sampled the air quality in 15 casino gaming areas and corresponding nonsmoking areas, and the results indicated that the Clean Indoor Air Act failed to protect air quality in the nonsmoking areas, including children-friendly areas.¹⁴

Secondhand smoke is particularly hazardous to elderly people, individuals with cardiovascular disease, and individuals with impaired respiratory function, including asthmatics and those with obstructive airway disease.¹⁵ The Americans With Disabilities Act, which requires that disabled persons have access to public places and workplaces, deems impaired respiratory function to be a disability.¹⁶

The U.S. Centers for Disease Control and Prevention has determined that the risk of acute myocardial infarction and coronary heart disease associated with exposure to tobacco smoke is non-linear at low doses, increasing rapidly with relatively small doses such as those received from secondhand smoke or actively smoking one or two cigarettes a day, and has warned that all patients at increased risk of coronary heart disease or with known coronary artery disease should avoid all indoor environments that permit smoking.¹⁷

Given the fact that there is no safe level of exposure to secondhand smoke, the American Society of Heating, Refrigerating and Air Conditioning Engineers (ASHRAE) bases its ventilation standards on totally smokefree environments. ASHRAE has determined that there is currently no air filtration or other ventilation technology that can completely eliminate all the carcinogenic components in secondhand smoke and the health risks caused by secondhand smoke exposure, and recommends that indoor environments be smokefree in their entirety.¹⁸

During periods of active smoking, peak and average outdoor tobacco smoke (OTS) levels measured in outdoor cafes and restaurant and bar patios near smokers rival indoor tobacco smoke concentrations.¹⁹ Nonsmokers who spend six-hour periods in outdoor smoking sections of bars and restaurants experience a significant increase in levels of cotinine when compared to the cotinine levels in a smokefree outdoor area.²⁰

Residual tobacco contamination, or “thirdhand smoke,” from cigarettes, cigars, and other tobacco products is left behind after smoking occurs and builds up on surfaces and furnishings. This residue can linger in spaces long after smoking has ceased and continue to expose people to tobacco toxins. Sticky, highly toxic particulate matter, including nicotine, can cling to walls and ceilings. Gases can be absorbed into carpets, draperies, and other upholsteries, and then be reemitted (off-gassed) back into the air and recombine to form harmful compounds.²¹ Tobacco residue is noticeably present in dust throughout places where smoking has occurred.²² Given the rapid sorption and persistence of high levels of residual nicotine from tobacco smoke on indoor surfaces, including clothing and human skin, this recently identified process represents an unappreciated health hazard through dermal exposure, dust inhalation, and ingestion.²³ The dangers of residual tobacco contamination are present in hotels, even in nonsmoking rooms. Compared with hotels that are completely smokefree, surface nicotine and air 3EP are elevated in nonsmoking and smoking rooms of hotels that allow smoking. Air nicotine levels in smoking rooms are significantly higher than those in nonsmoking rooms of hotels that do and do not completely prohibit smoking. Hallway surfaces outside of smoking rooms also show higher levels of nicotine than those outside of nonsmoking rooms. Partial smoking restrictions in hotels do not protect non-smoking guests from exposure to tobacco smoke and tobacco-specific carcinogens.²⁴

Unregulated high-tech smoking devices, commonly referred to as electronic cigarettes, or “e-cigarettes,” closely resemble and purposefully mimic the act of smoking by having users inhale vaporized liquid nicotine created by heat through an electronic ignition system. After testing a number of electronic cigarettes from two leading manufacturers, the Food and Drug Administration (FDA) determined that various samples tested contained not only nicotine but also detectable levels of known carcinogens and toxic chemicals, including tobacco-specific nitrosamines and diethylene glycol, a toxic chemical used in antifreeze. The FDA’s testing also suggested that “quality control processes used to manufacture these products are inconsistent or non-existent.”²⁵ According to a more recent study, electronic cigarette emissions are made up of a high concentration of ultrafine particles, and the particle concentration is higher than in conventional tobacco cigarette smoke.²⁶ Electronic cigarettes produce an aerosol or vapor of undetermined and potentially harmful substances, which may appear similar to the smoke emitted by traditional tobacco products. Their use in workplaces and public places where

smoking of traditional tobacco products is prohibited creates concern and confusion and leads to difficulties in enforcing the smoking prohibitions. The World Health Organization (WHO) recommends that electronic smoking devices not be used indoors, especially in smokefree environments, in order to minimize the risk to bystanders of breathing in the aerosol emitted by the devices and to avoid undermining the enforcement of smokefree laws.²⁷

The Society of Actuaries has determined that secondhand smoke costs the U.S. economy roughly \$10 billion a year: \$5 billion in estimated medical costs associated with secondhand smoke exposure and \$4.6 billion in lost productivity.²⁸

Numerous economic analyses examining restaurant and hotel receipts and controlling for economic variables have shown either no difference or a positive economic impact after enactment of laws requiring workplaces to be smokefree. Creation of smokefree workplaces is sound economic policy and provides the maximum level of employee health and safety.²⁹

There is no legal or constitutional “right to smoke.”³⁰ Business owners have no legal or constitutional right to expose their employees and customers to the toxic chemicals in secondhand smoke. On the contrary, employers have a common law duty to provide their workers with a workplace that is not unreasonably dangerous.³¹

Smoking is a potential cause of fires; cigarette and cigar burns and ash stains on merchandise and fixtures causes economic damage to businesses.³²

The smoking of tobacco, hookahs, or marijuana and the use of electronic cigarettes are forms of air pollution and constitute both a danger to health and a material public nuisance.

Accordingly, the _____ [City or County Governing Body] finds and declares that the purposes of this ordinance are (1) to protect the public health and welfare by prohibiting smoking in public places and places of employment; and (2) to guarantee the right of nonsmokers to breathe smokefree air, and to recognize that the need to breathe smokefree air shall have priority over the desire to smoke.

Sec. 1002. Definitions

The following words and phrases, whenever used in this Article, shall be construed as defined in this Section:

- A. “Bar” means an establishment that is devoted to the serving of alcoholic beverages for consumption by guests on the premises and in which the serving of food is only incidental to the consumption of those beverages, including but not limited to, taverns, nightclubs, cocktail lounges, and cabarets.
- B. “Business” means a sole proprietorship, partnership, joint venture, corporation, or other business entity, either for-profit or not-for-profit, including retail establishments where goods or services are sold; professional corporations and other entities where legal, medical, dental, engineering, architectural, or other professional services are delivered; and private clubs.
- C. “Electronic Smoking Device” means any product containing or delivering nicotine or any other substance intended for human consumption that can be used by a person in any manner for the purpose of inhaling vapor or aerosol from the product. The term includes

any such device, whether manufactured, distributed, marketed, or sold as an e-cigarette, e-cigar, e-pipe, e-hookah, or vape pen, or under any other product name or descriptor.

- D. "Employee" means a person who is employed by an employer in consideration for direct or indirect monetary wages or profit, and a person who volunteers his or her services for a non-profit entity.
- E. "Employer" means a person, business, partnership, association, corporation, including a municipal corporation, trust, or non-profit entity that employs the services of one or more individual persons.
- F. "Enclosed Area" means all space between a floor and a ceiling that is bounded on at least two sides by walls, doorways, or windows, whether open or closed. A wall includes any retractable divider, garage door, or other physical barrier, whether temporary or permanent and whether or not containing openings of any kind.
- G. "Health Care Facility" means an office or institution providing care or treatment of diseases, whether physical, mental, or emotional, or other medical, physiological, or psychological conditions, including but not limited to, hospitals, rehabilitation hospitals or other clinics, including weight control clinics, nursing homes, long-term care facilities, homes for the aging or chronically ill, laboratories, and offices of surgeons, chiropractors, physical therapists, physicians, psychiatrists, dentists, and all specialists within these professions. This definition shall include all waiting rooms, hallways, private rooms, semiprivate rooms, and wards within health care facilities.
- H. "Hookah" means a water pipe and any associated products and devices which are used to produce fumes, smoke, and/or vapor from the burning of material including, but not limited to, tobacco, shisha, or other plant matter.
- I. "Place of Employment" means an area under the control of a public or private employer, including, but not limited to, work areas, private offices, employee lounges, restrooms, conference rooms, meeting rooms, classrooms, employee cafeterias, hallways, construction sites, temporary offices, and vehicles. A private residence is not a "place of employment" unless it is used as a child care, adult day care, or health care facility.
- J. "Playground" means any park or recreational area designed in part to be used by children that has play or sports equipment installed or that has been designated or landscaped for play or sports activities, or any similar facility located on public or private school grounds or on [City or County] grounds.
- K. "Private Club" means an organization, whether incorporated or not, which is the owner, lessee, or occupant of a building or portion thereof used exclusively for club purposes at all times, which is operated solely for a recreational, fraternal, social, patriotic, political, benevolent, or athletic purpose, but not for pecuniary gain, and which only sells alcoholic beverages incidental to its operation. The affairs and management of the organization are conducted by a board of directors, executive committee, or similar body chosen by the members at an annual meeting. The organization has established bylaws and/or a constitution to govern its activities. The organization has been granted an exemption from the payment of federal income tax as a club under 26 U.S.C. Section 501.
- L. "Public Event" means an event which is open to and may be attended by the general public, including but not limited to, such events as concerts, fairs, farmers' markets,

festivals, parades, performances, and other exhibitions, regardless of any fee or age requirement.

- M. "Public Place" means an area to which the public is invited or in which the public is permitted, including but not limited to, banks, bars, educational facilities, gambling facilities, health care facilities, hotels and motels, laundromats, parking structures, public transportation vehicles and facilities, reception areas, restaurants, retail food production and marketing establishments, retail service establishments, retail stores, shopping malls, sports arenas, theaters, and waiting rooms. A private residence is not a "public place" unless it is used as a child care, adult day care, or health care facility.
- N. "Recreational Area" means any public or private area open to the public for recreational purposes, whether or not any fee for admission is charged, including but not limited to, amusement parks, athletic fields, beaches, fairgrounds, gardens, golf courses, parks, plazas, skate parks, swimming pools, trails, and zoos.
- O. "Restaurant" means an eating establishment, including but not limited to, coffee shops, cafeterias, sandwich stands, and private and public school cafeterias, which gives or offers for sale food to the public, guests, or employees, as well as kitchens and catering facilities in which food is prepared on the premises for serving elsewhere. The term "restaurant" shall include a bar area within the restaurant.
- P. "Service Line" means an indoor or outdoor line in which one (1) or more persons are waiting for or receiving service of any kind, whether or not the service involves the exchange of money, including but not limited to, ATM lines, concert lines, food vendor lines, movie ticket lines, and sporting event lines.
- Q. "Shopping Mall" means an enclosed or unenclosed public walkway or hall area that serves to connect retail or professional establishments.
- R. "Smoking" means inhaling, exhaling, burning, or carrying any lighted or heated cigar, cigarette, or pipe, or any other lighted or heated tobacco or plant product intended for inhalation, including hookahs and marijuana, whether natural or synthetic, in any manner or in any form. "Smoking" also includes the use of an electronic smoking device which creates an aerosol or vapor, in any manner or in any form, or the use of any oral smoking device for the purpose of circumventing the prohibition of smoking in this Article.
- S. "Sports Arena" means a place where people assemble to engage in physical exercise, participate in athletic competition, or witness sports or other events, including sports pavilions, stadiums, gymnasiums, health spas, boxing arenas, swimming pools, roller and ice rinks, and bowling alleys.

Sec. 1003. Application of Article to [City-Owned or County-Owned] Facilities and Property

All enclosed areas, including buildings and vehicles owned, leased, or operated by the _____ [City or County] of _____, as well as all outdoor property adjacent to such buildings and under the control of the _____ [City or County], shall be subject to the provisions of this Article.

Sec. 1004. Prohibition of Smoking in Enclosed Public Places

Smoking shall be prohibited in all enclosed public places within the _____ [City or County] of _____, including but not limited to, the following places:

- A. Aquariums, galleries, libraries, and museums.
- B. Areas available to the general public in businesses and non-profit entities patronized by the public, including but not limited to, banks, laundromats, professional offices, and retail service establishments.
- C. Bars.
- D. Bingo facilities.
- E. Child care and adult day care facilities.
- F. Convention facilities.
- G. Educational facilities, both public and private.
- H. Elevators.
- I. Gambling facilities.
- J. Health care facilities.
- K. Hotels and motels.
- L. Lobbies, hallways, and other common areas in apartment buildings, condominiums, trailer parks, retirement facilities, nursing homes, and other multiple-unit residential facilities.
- M. Parking structures.
- N. Polling places.
- O. Public transportation vehicles, including buses and taxicabs, under the authority of the _____ [City or County], and ticket, boarding, and waiting areas of public transportation facilities, including bus, train, and airport facilities.
- P. Restaurants.
- Q. Restrooms, lobbies, reception areas, hallways, and other common-use areas.
- R. Retail stores.
- S. Rooms, chambers, places of meeting or public assembly, including school buildings, under the control of an agency, board, commission, committee or council of the

_____ [City or County] or a political subdivision of the State, to the extent the place is subject to the jurisdiction of the _____ [City or County].

T. Service lines.

U. Shopping malls.

V. Sports arenas, including enclosed places in outdoor arenas.

W. Theaters and other facilities primarily used for exhibiting motion pictures, stage dramas, lectures, musical recitals, or other similar performances.

Sec. 1005. Prohibition of Smoking in Enclosed Places of Employment

A. Smoking shall be prohibited in all enclosed areas of places of employment without exception. This includes, without limitation, common work areas, auditoriums, classrooms, conference and meeting rooms, private offices, elevators, hallways, medical facilities, cafeterias, employee lounges, stairs, restrooms, vehicles, and all other enclosed facilities.

B. This prohibition on smoking shall be communicated to all existing employees by the effective date of this Article and to all prospective employees upon their application for employment.

Sec. 1006. Prohibition of Smoking in Private Clubs

Smoking shall be prohibited in all private clubs.

Sec. 1007. Prohibition of Smoking in Enclosed Residential Facilities

Smoking shall be prohibited in the following enclosed residential facilities:

A. All private and semi-private rooms in nursing homes.

B. All hotel and motel guest rooms.

Sec. 1008. Prohibition of Smoking in Outdoor Public Places

Smoking shall be prohibited in the following outdoor places:

A. Within a reasonable distance of _____ [*recommended 15-25*] feet outside entrances, operable windows, and ventilation systems of enclosed areas where smoking is prohibited, so as to prevent tobacco smoke from entering those areas.

B. On all outdoor property that is adjacent to buildings owned, leased, or operated by the _____ [City or County] of _____ and that is under the control of the _____ [City or County].

- C. In, and within _____ [*recommended 15-25*] feet of, outdoor seating or serving areas of restaurants and bars.
- D. In outdoor shopping malls, including parking structures.
- E. In all outdoor arenas, stadiums, and amphitheaters. Smoking shall also be prohibited in, and within _____ [*recommended 15-25*] feet of, bleachers and grandstands for use by spectators at sporting and other public events.
- F. In outdoor recreational areas, including parking lots.
- G. In, and within _____ [*recommended 15-25*] feet of, all outdoor playgrounds.
- H. In, and within _____ [*recommended 15-25*] feet of, all outdoor public events.
- I. In, and within _____ [*recommended 15-25*] feet of, all outdoor public transportation stations, platforms, and shelters under the authority of the _____ [*City or County*].
- J. In all outdoor service lines, including lines in which service is obtained by persons in vehicles, such as service that is provided by bank tellers, parking lot attendants, and toll takers. In lines in which service is obtained by persons in vehicles, smoking is prohibited by both pedestrians and persons in vehicles, but only within _____ [*recommended 15-25*] feet of the point of service.
- K. In outdoor common areas of apartment buildings, condominiums, trailer parks, retirement facilities, nursing homes, and other multiple-unit residential facilities, except in designated smoking areas, not to exceed twenty-five percent (25%) of the total outdoor common area, which must be located at least _____ [*recommended 15-25*] feet outside entrances, operable windows, and ventilation systems of enclosed areas where smoking is prohibited.

Sec. 1009. Prohibition of Smoking in Outdoor Places of Employment

- A. Smoking shall be prohibited in all outdoor places of employment where two or more employees are required to be in the course of their employment. This includes, without limitation, work areas, construction sites, temporary offices such as trailers, restroom facilities, and vehicles.
- B. This prohibition on smoking shall be communicated to all existing employees by the effective date of this Article and to all prospective employees upon their application for employment.

Sec. 1010. Where Smoking Not Regulated

Notwithstanding any other provision of this Article to the contrary, smoking shall not be prohibited in private residences, unless used as a childcare, adult day care, or health care facility.

Sec. 1011. Declaration of Establishment or Outdoor Area as Nonsmoking

Notwithstanding any other provision of this Article, an owner, operator, manager, or other person in control of an establishment, facility, or outdoor area may declare that entire establishment, facility, or outdoor area as a nonsmoking place. Smoking shall be prohibited in any place in which a sign conforming to the requirements of Section 1012(A) is posted.

Sec. 1012. Posting of Signs and Removal of Ashtrays

The owner, operator, manager, or other person in control of a place of employment, public place, private club, or residential facility where smoking is prohibited by this Article shall:

- A. Clearly and conspicuously post "No Smoking" signs or the international "No Smoking" symbol (consisting of a pictorial representation of a burning cigarette enclosed in a red circle with a red bar across it) in that place.
- B. Clearly and conspicuously post at every entrance to that place a sign stating that smoking is prohibited or, in the case of outdoor places, clearly and conspicuously post "No Smoking" signs in appropriate locations as determined by the _____ [Department of Health or City Manager or County Administrator] or an authorized designee.
- C. Clearly and conspicuously post on every vehicle that constitutes a place of employment under this Article at least one sign, visible from the exterior of the vehicle, stating that smoking is prohibited.
- D. Remove all ashtrays from any area where smoking is prohibited by this Article, except for ashtrays displayed for sale and not for use on the premises.

Sec. 1013. Nonretaliation; Nonwaiver of Rights

- A. No person or employer shall discharge, refuse to hire, or in any manner retaliate against an employee, applicant for employment, customer, or resident of a multiple-unit residential facility because that employee, applicant, customer, or resident exercises any rights afforded by this Article or reports or attempts to prosecute a violation of this Article. Notwithstanding Section 1015, violation of this Subsection shall be a misdemeanor, punishable by a fine not to exceed \$1000 for each violation.
- B. An employee who works in a setting where an employer allows smoking does not waive or otherwise surrender any legal rights the employee may have against the employer or any other party.

Sec. 1014. Enforcement

- A. This Article shall be enforced by the _____ [Department of Health or City Manager or County Administrator] or an authorized designee.
- B. Notice of the provisions of this Article shall be given to all applicants for a business license in the _____ [City or County] of _____.

- C. Any citizen who desires to register a complaint under this Article may initiate enforcement with the _____ [Department of Health or City Manager or County Administrator].
- D. The Health Department, Fire Department, or their designees shall, while an establishment is undergoing otherwise mandated inspections, inspect for compliance with this Article.
- E. An owner, manager, operator, or employee of an area regulated by this Article shall direct a person who is smoking in violation of this Article to extinguish or turn off the product being smoked. If the person does not stop smoking, the owner, manager, operator, or employee shall refuse service and shall immediately ask the person to leave the premises. If the person in violation refuses to leave the premises, the owner, manager, operator, or employee shall contact a law enforcement agency.
- F. Notwithstanding any other provision of this Article, an employee or private citizen may bring legal action to enforce this Article.
- G. In addition to the remedies provided by the provisions of this Section, the _____ [Department of Health or City Manager or County Administrator] or any person aggrieved by the failure of the owner, operator, manager, or other person in control of a public place or a place of employment to comply with the provisions of this Article may apply for injunctive relief to enforce those provisions in any court of competent jurisdiction.

Sec. 1015. Violations and Penalties

- A. A person who smokes in an area where smoking is prohibited by the provisions of this Article shall be guilty of an infraction, punishable by a fine not exceeding fifty dollars (\$50).
- B. Except as otherwise provided in Section 1013(A), a person who owns, manages, operates, or otherwise controls a public place or place of employment and who fails to comply with the provisions of this Article shall be guilty of an infraction, punishable by:
 - 1. A fine not exceeding one hundred dollars (\$100) for a first violation.
 - 2. A fine not exceeding two hundred dollars (\$200) for a second violation within one (1) year.
 - 3. A fine not exceeding five hundred dollars (\$500) for each additional violation within one (1) year.
- C. In addition to the fines established by this Section, violation of this Article by a person who owns, manages, operates, or otherwise controls a public place or place of employment may result in the suspension or revocation of any permit or license issued to the person for the premises on which the violation occurred.
- D. Violation of this Article is hereby declared to be a public nuisance, which may be abated by the _____ [Department of Health or City Manager or County Administrator] by restraining order, preliminary and permanent injunction, or other means provided for by

law, and the _____ [City or County] may take action to recover the costs of the nuisance abatement.

- E. Each day on which a violation of this Article occurs shall be considered a separate and distinct violation.

Sec. 1016. Public Education

The _____ [Department of Health or City Manager or County Administrator] shall engage in a continuing program to explain and clarify the purposes and requirements of this Article to citizens affected by it, and to guide owners, operators, and managers in their compliance with it. The program may include publication of a brochure for affected businesses and individuals explaining the provisions of this ordinance.

Sec. 1017. Governmental Agency Cooperation

The _____ [City Manager or County Administrator] shall annually request other governmental and educational agencies having facilities within the _____ [City or County] to establish local operating procedures in cooperation and compliance with this Article. This includes urging all Federal, State, _____ [County or City], and School District agencies to update their existing smoking control regulations to be consistent with the current health findings regarding secondhand smoke.

Sec. 1018. Other Applicable Laws

This Article shall not be interpreted or construed to permit smoking where it is otherwise restricted by other applicable laws.

Sec. 1019. Liberal Construction

This Article shall be liberally construed so as to further its purposes.

Sec. 1020. Severability

If any provision, clause, sentence, or paragraph of this Article or the application thereof to any person or circumstances shall be held invalid, that invalidity shall not affect the other provisions of this Article which can be given effect without the invalid provision or application, and to this end the provisions of this Article are declared to be severable.

Sec. 1021. Effective Date

This Article shall be effective thirty (30) days from and after the date of its adoption.

REFERENCES

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- ¹ U.S. Department of Health and Human Services. *The Health Consequences of Involuntary Exposure to Tobacco Smoke: A Report of the Surgeon General*. U.S. Department of Health and Human Services, Centers for Disease Control and Prevention, National Center for Chronic Disease Prevention and Health Promotion, Office on Smoking and Health, 2006.
- ² U.S. Department of Health and Human Services. *How Tobacco Smoke Causes Disease: The Biology and Behavioral Basis for Smoking-Attributable Disease: A Report of the Surgeon General*. Atlanta, GA: U.S. Department of Health and Human Services, Centers for Disease Control and Prevention, National Center for Chronic Disease Prevention and Health Promotion, Office on Smoking and Health, 2010.
- ³ U.S. Department of Health and Human Services. *The Health Consequences of Smoking—50 Years of Progress*. U.S. Department of Health and Human Services, Centers for Disease Control and Prevention, National Center for Chronic Disease Prevention and Health Promotion, Office on Smoking and Health, 2014.
- ⁴ National Cancer Institute (NCI), "Health effects of exposure to environmental tobacco smoke: the report of the California Environmental Protection Agency. Smoking and Tobacco Control Monograph 10," *Bethesda, MD: National Institutes of Health, National Cancer Institute (NCI)*, August 1999.
- ⁵ Environmental Health Information Service (EHIS), "Environmental tobacco smoke: first listed in the Ninth Report on Carcinogens," *U.S. Department of Health and Human Services (DHHS), Public Health Service, NTP*, 2000; reaffirmed by the NTP in subsequent reports on carcinogens, 2003, 2005.
- ⁶ California Air Resources Board (ARB), "Appendix II Findings of the Scientific Review Panel: Findings of the Scientific Review Panel on Proposed Identification of Environmental Tobacco Smoke as a Toxic Air Contaminant as adopted at the Panel's June 24, 2005 Meeting," *California Air Resources Board (ARB)*, September 12, 2005.
- ⁷ World Health Organization (WHO), "Protection from exposure to secondhand smoke: policy recommendations," *World Health Organization (WHO)*, 2007.
- ⁸ Institute of Medicine (IOM) of the National Academies, Board on Population Health and Public Health Practice, Committee on Secondhand Smoke Exposure and Acute Coronary Events, "Secondhand smoke exposure and cardiovascular effects: making sense of the evidence," *Washington, DC: National Academies Press*, October 2009.
- ⁹ Pitsavos, C.; Panagiotakos, D.B.; Chryschoou, C.; Skoumas, J.; Tzioumis, K.; Stefanadis, C.; Toutouzias, P., "Association between exposure to environmental tobacco smoke and the development of acute coronary syndromes: the CARDIO2000 case-control study," *Tobacco Control* 11(3): 220-225, September 2002.
- ¹⁰ [n.a.], "The State of Smoke-Free New York City: A One Year Review," *New York City Department of Finance, New York City Department of Health & Mental Hygiene, New York City Department of Small Business Services, New York City Economic Development Corporation*, March 2004
- ¹¹ Geoffrey T. Fong, et. al., "The Impact of the Smoke-Free Ontario Act on Air Quality and Biomarkers of Exposure in Casinos: A Quasi-Experimental Study," *Ontario Tobacco Control Conference, Niagara Falls, Ontario*, December 2, 2006.
- ¹² Repace, J.L., "Air quality in Grand Rapids restaurant bars: before and after Michigan's Dr. Ron Davis State Smoke-free Law," *Lansing, MI: Michigan Department of Community Health, Tobacco Section*, June 16, 2011.
- ¹³ *Health hazard evaluation report: environmental and biological assessment of environmental tobacco smoke exposure among casino dealers*, Las Vegas, NV. By Achutan C, West C, Mueller C, Boudreau Y, Mead K. Cincinnati, OH: U.S. Department of Health and Human Services, Centers for Disease Control and Prevention, National Institute for Occupational Safety and Health, NIOSH HETA No. 2005-0076 and 2005-0201-3080, May 2009.
- ¹⁴ Cochran, C.; Henriques, D.; York, N.; Lee, K., "Risk of exposure to second hand smoke for adolescents in Las Vegas casinos: an evaluation of the Nevada Clean Indoor Air Act," *Journal of Health and Human Services Administration* 35(2): 231-252, Fall 2012.
- ¹⁵ California Environmental Protection Agency (Cal EPA), "Health effects of exposure to environmental tobacco smoke," *Tobacco Control* 6(4): 346-353, Winter, 1997.
- ¹⁶ Daynard, R.A., "Environmental tobacco smoke and the Americans with Disabilities Act," *Nonsmokers' Voice* 15(1): 8-9.
- ¹⁷ Pechacek, Terry F.; Babb, Stephen, "Commentary: How acute and reversible are the cardiovascular risks of secondhand smoke?" *British Medical Journal* 328: 980-983, April 24, 2004.

- ¹⁸ Samet, J.; Bohanon, Jr., H.R.; Coultas, D.B.; Houston, T.P.; Persily, A.K.; Schoen, L.J.; Spengler, J.; Callaway, C.A., "ASHRAE position document on environmental tobacco smoke," *American Society of Heating, Refrigerating and Air-Conditioning Engineers (ASHRAE)*, 2005.
- ¹⁹ Klepeis, N.; Ott, W.R.; Switzer, P., "Real-time measurement of outdoor tobacco smoke particles," *Journal of the Air & Waste Management Association* 57: 522-534, 2007.
- ²⁰ Hall, J.C.; Bernert, J.T.; Hall, D.B.; St Helen, G.; Kudon, L.H.; Naeher, L.P., "Assessment of exposure to secondhand smoke at outdoor bars and family restaurants in Athens, Georgia, using salivary cotinine," *Journal of Occupational and Environmental Hygiene* 6(11): 698-704, November 2009.
- ²¹ Singer, B.C.; Hodgson, A.T.; Nazaroff, W.W., "Effect of sorption on exposures to organic gases from environmental tobacco smoke (ETS)," *Proceedings: Indoor Air 2002*, 2002.
- ²² Matt, G.E.; Quintana, P.J.E.; Hovell, M.F.; Bernert, J.T.; Song, S.; Novianti, N.; Juarez, T.; Floro, J.; Gehrman, C.; Garcia, M.; Larson, S., "Households contaminated by environmental tobacco smoke: sources of infant exposures," *Tobacco Control* 13(1): 29-37, March 2004.
- ²³ Sleiman, M.; Gundel, L.A.; Pankow, J.F.; Jacob III, P.; Singer, B.C.; Destailats, H., "Formation of carcinogens indoors by surface-mediated reactions of nicotine with nitrous acid, leading to potential thirdhand smoke hazards," *Proceedings of the National Academy of Sciences of the United States of America (PNAS)* 107(15): 6576-6581, February 8, 2010.
- ²⁴ Matt, G.E.; Quintana, P.J.E.; Fortmann, A.L.; Zakarian, J.M.; Galaviz, V.E.; Chatfield, D.A.; Hoh, E.; Hovell, M.F.; Winston, C., "[Thirdhand smoke and exposure in California hotels: non-smoking rooms fail to protect non-smoking hotel guests from tobacco smoke exposure](#)," *Tobacco Control* [Epub ahead of print], May 13, 2013.
- ²⁵ [n.a.], "Summary of results: laboratory analysis of electronic cigarettes conducted by FDA," *Food and Drug Administration (FDA)*, July 22, 2009; <http://www.fda.gov/NewsEvents/PublicHealthFocus/ucm173146.htm> Accessed on: October 22, 2009.
- ²⁶ Fuoco, F.C.; Buonanno, G.; Stabile, L.; Vigo, P., "[Influential parameters on particle concentration and size distribution in the mainstream of e-cigarettes](#)," *Environmental Pollution* 184: 523-529, January 2014.
- ²⁷ World Health Organization (WHO), "Electronic nicotine delivery systems," *World Health Organization (WHO)*, 2014.
- ²⁸ Behan, D.F.; Eriksen, M.P.; Lin, Y., "Economic Effects of Environmental Tobacco Smoke," *Society of Actuaries*, March 31, 2005.
- ²⁹ Glantz, S.A. & Smith, L., "The effect of ordinances requiring smokefree restaurants on restaurant sales in the United States," *American Journal of Public Health*, 87:1687-1693, 1997; Colman, R.; Urbonas, C.M., "The economic impact of smoke-free workplaces: an assessment for Nova Scotia, prepared for Tobacco Control Unit, Nova Scotia Department of Health," *GPI Atlantic*, September 2001.
- ³⁰ Graff, S.K., "*There is No Constitutional Right to Smoke: 2008*," Tobacco Control Legal Consortium, 2d edition, 2008.
- ³¹ Graff, S.K.; Zellers, L., "*Workplace Smoking: Options for Employees and Legal Risks for Employers*," Tobacco Control Legal Consortium, 2008.
- ³² "The high price of cigarette smoking," *Business & Health* 15(8), Supplement A: 6-9, August 1997.

AGREEMENT

This Agreement (this “**Agreement**”) is entered into as of November __, 2018, by and between the City of Twin Falls, (“**City**”), Breckenridge Homeowners Association, Inc. (“**Breckenridge**”), Randy Grant and Angela Grant (“**Grant**”), and Gerald L. Martens (“**Martens**”).

RECITALS

WHEREAS, City owns and operates a waste water collection system which is located within the public utility easements within Breckenridge Estates Subdivision; and,

WHEREAS, Breckenridge owns certain common area identified as Tract C, Breckenridge Estates Subdivision, located in the northwest corner of Breckenridge Estates Subdivision, as shown on the drawings attached to the Public Utility Easement, attached hereto as Exhibit B; and

WHEREAS, Grants own Lot 32, Block 2, Breckenridge Estates Subdivision, as shown on the drawings attached to the Public Utility Easement, attached hereto as Exhibit B; and,

WHEREAS, Martens owns Lot 33, Block 2, Breckenridge Estates Subdivision, as shown on the drawings attached to the Public Utility Easement, attached hereto as Exhibit B; and,

WHEREAS, Katherine Breckenridge is the owner of the adjoining real property located immediately west of Tract C of the Breckenridge Estates Subdivision; and,

WHEREAS, City wishes to extend its waste water collection system beyond the existing facilities in order to provide service to the adjoining property owned by Katherine Breckenridge and referred to above; and,

WHEREAS, The extension of the waste water system to the adjoining property will permit the extension of the Canyon Rim Trail from Breckenridge Estates and connect to the existing trail west of the adjoining property currently owned by Katherine Breckenridge; and,

WHEREAS, The new trail connection will render a portion of the public access pathway running south and southeast through Breckenridge Estates Subdivision superfluous.

AGREEMENT

NOW, THEREFORE, in consideration of the above recitals, and other good and valuable consideration, the Parties hereby agree as follows:

1. CITY’S OBLIGATIONS

A. City agrees to bore the waste water extension line between the existing manhole at the end of Riverview Drive to a new manhole located west of the existing manhole and to be located on the adjacent property, as shown on Exhibit A, and to repair all damage at the conclusion of the project, to return the property to a condition equal to or better than before the construction.

B. City agrees to install its water system stub within the Canyon Falls Drive public right of way, as shown on Exhibit A.

C. City is entering into a separate agreement with Katherine Breckenridge, owner of the adjoining property to the west, in which the City's Obligations as set forth below, are specific conditions of a Purchase and Sale Agreement, a copy of which is attached as Exhibit C.

D. City agrees to require the recording of a deed restriction on the adjoining Katherine Breckenridge property, prohibiting the construction of any new buildings within twenty feet (20') of the boundary of Breckenridge Estates Subdivision and Breckenridge Estates Subdivision No. 3, as shown on Exhibit A.

E. City agrees to require the adjoining property owner Katherine Breckenridge to reroute the irrigation return flow from its currently location along the easterly border of her property to an interior location, so that all irrigation waste water remains on the property until it exits the property at the canyon rim. This work must be completed before the beginning of the 2019 irrigation season.

F. City agrees to require the recording of a deed restriction on the adjoining property owned by Katherine Breckenridge, prohibiting the construction of any new building within the sight triangle shown on Exhibit A, and permitting landscaping within the sight triangle only with permission of the owner of Lot 32, Block 2, Breckenridge Estates Subdivision.

G. City agrees to allow the installation of a gate and/or signs prohibiting public access from the trail located south of the future Canyon Rim Trail west of Breckenridge Estates Subdivision. The City acknowledges that the trail south of the Canyon Rim Trail is to be non-public and under the jurisdiction of the Breckenridge Homeowners Association.

2. BRECKENRIDGE OBLIGATIONS

A. Breckenridge shall execute, dedicate and record a public utility easement from the existing manhole at the west end of Riverview Drive, westerly to the exterior boundary of Breckenridge Estates Subdivision, as shown on Exhibit A, in the form of Exhibit B, and for itself and its members, shall cooperate with the City in completing the construction of the waste water line extension.

B. Breckenridge shall work with the City on making a safe connection to the existing Canyon Rim Trail. The connection, to the extent possible, will be accomplished on public right of way or property owned by the City.

3. GRANT OBLIGATIONS

Grants shall execute, dedicate and record a public utility easement from the existing manhole at the west end of Riverview Drive, westerly across their property, as shown on Exhibit A.

4. MARTENS OBLIGATIONS

Martens shall execute, dedicate and record a public utility easement from the existing manhole at the west end of Riverview Drive, westerly across their property, as shown on Exhibit A.

5. MISCELLANEOUS

A. Contingency. Breckenridge's obligations herein are contingent upon the execution and closing of the Purchase and Sale Agreement attached hereto as Exhibit C.

B. Attorneys' Fees. In the event of any controversy, claim or action being filed or instituted between the Parties to interpret or enforce the terms and conditions of this Agreement, or

arising from the breach of any provision hereof, the prevailing Party will be entitled to receive from the other Party all costs, damages, and expenses, including reasonable attorneys' fees through all levels of action, incurred by the prevailing Party.

C. Severability. This Agreement will be enforced to the fullest extent permitted by applicable law. If for any reason any provision of this Agreement is held to be invalid or unenforceable to any extent, then (a) such provision will be interpreted, construed or reformed to the extent reasonably required to render the same valid, enforceable and consistent with the original intent underlying such provision, and (b) such invalidity or unenforceability will not affect any other provision of this Agreement.

D. Section Headings. Section headings and other captions are for the purpose of reference only and do not limit or affect the meaning of the terms and provisions hereof.

E. Amendments. This Agreement may not be amended, modified, altered, supplemented or otherwise changed in any respect whatsoever, except by a writing duly executed by the Parties.

F. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Idaho.

G. Incorporation by Reference. All recitals and exhibits to this Agreement are hereby incorporated by reference into this Agreement as if set forth herein.

H. Counterparts. This Agreement may be executed in counterparts, each of which is deemed an original but all of which constitute one and the same instrument. The signature pages may be detached from each counterpart and combined into one instrument. Signatures to this Agreement transmitted by facsimile transmission, by electronic mail in "portable document format" ("pdf") form, or by any other electronic means intended to preserve the original graphic and pictorial appearance of a document, will have the same effect as physical delivery of the paper document bearing the original signature.

I. Merger. As to the subject matter contained herein, this Agreement shall be the complete, entire, final and exclusive agreement among the Parties and supersedes all prior and contemporaneous negotiations, agreements, and understandings, written or oral, between the Parties. It is expressly warranted by the Parties that no promise or inducement has been offered except as set forth herein, and that this Agreement is executed without reliance upon any promise, inducement, or representation not set forth herein. The terms of this Agreement may not be contradicted by evidence of any prior or contemporaneous agreement, and no extrinsic evidence whatsoever may be introduced to vary its terms in any mediation, arbitration, or judicial proceeding involving this Agreement.

J. Successors and Assigns. This Agreement and all rights and obligations hereunder shall inure to the benefit of and be binding upon the Parties and their respective lawful successors and permitted assigns. Neither this Agreement nor any interest hereunder will be assignable in whole or in part by either Party without the prior written consent of the other Party.

K. Waiver. No waiver by any Party of any of the provisions hereof shall be effective unless explicitly set forth in writing and signed by the Party so waiving. No waiver by any Party shall operate or be construed as a waiver in respect of any failure, breach or default not expressly identified by such written waiver, whether of a similar or different character, and whether occurring before or after that waiver. No failure to exercise, or delay in exercising, any right, remedy, power

or privilege arising from this Agreement shall operate or be construed as a waiver thereof; nor shall any single or partial exercise of any right, remedy, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power or privilege.

L. Further Assurances. Each of the Parties shall execute and deliver such additional documents, instruments, conveyances and assurances and take such further actions as may be reasonably required to carry out the provisions hereof and give effect to the transactions contemplated hereby.

{Remainder of page intentionally left blank; signature pages follow.}

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly authorized representatives as of the Effective Date.

For CITY:

City of Twin Falls

Shawn Barigar, Mayor

STATE OF IDAHO)
 :SS.
County of Twin Falls)

On this _____ day of November, 2018 before me, the undersigned, a Notary Public in and for the State of Idaho, personally appeared **Shawn Barigar**, known or identified to me to be the **Mayor** of the **the City of Twin Falls, Idaho**, and acknowledged to me that he executed the foregoing instrument on behalf of said City, and that said City executed the same.

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

NOTARY PUBLIC

Residing: _____

My Commission Expires: _____

For BRECKENRIDGE:

Breckenridge Homeowners Association, Inc.

Tom Tucker, President

STATE OF IDAHO)
 : ss.
County of Twin Falls)

On this ____ day of November, 2018 before me, the undersigned, a Notary Public in and for the State of Idaho, personally appeared **Tom Tucker**, known or identified to me to be the **President of the Breckenridge Homeowners Association, Inc.**, and acknowledged to me that s/he executed the foregoing instrument on behalf of said entity, and that said entity 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

Residing: _____

My Commission Expires: _____

For GRANTS:

Randy Grant

Angela Grant

STATE OF IDAHO)
: ss.
County of Twin Falls)

On this _____ day of November, 2018 before me, the undersigned, a Notary Public in and for the State of Idaho, personally appeared **Randy Grant and Angela Grant**, known or identified to me and acknowledged to me that they executed the foregoing instrument.

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

Residing: _____

My Commission Expires: _____

For MARTENS:

Gerald L. Martens

STATE OF IDAHO)
)
 : ss.
County of Twin Falls)

On this ____ day of November, 2018 before me, the undersigned, a Notary Public in and for the State of Idaho, personally appeared **Gerald L. Martens**, known or identified to me and acknowledged to me that he executed the foregoing instrument.

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

Residing:_____

My Commission Expires: _____

[illegible]

Exhibit B

Public Utility Easement

FOR VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, **Breckenridge Homeowners Association, Inc.**, having lawful authority to do so, hereafter referred to as "Grantor", does hereby dedicate a public utility easement for the installation, operation, maintenance, repair, and/or replacement of public utilities. Said easement is particularly described in the attached Exhibit.

This grant of easement is perpetual, and shall bind the parties, their heirs, personal representatives, lawful assigns and successors in interest.

If the City of Twin Falls conducts any maintenance, repair or replacement of public utilities conducted within the easement within the easement, it shall repair the property to equal or better condition than before, at the City's expense, and within a reasonable time following completion of the work.

TO HAVE AND TO HOLD, said easement unto Grantee, its successors and assigns this _____ day of November 2018.

Breckenridge Homeowners Association, Inc.

Tom Tucker, President

STATE OF IDAHO)
)ss

County of TWIN FALLS)

On this ____ day of November, 2018, before me, a Notary Public, personally appeared Tom Tucker, known or identified to me to be the person whose name is subscribed to the foregoing instrument as President of the Breckenridge Homeowners Association, Inc., and acknowledged to me that he executed the same on behalf of said Breckenridge Homeowners Association, Inc.

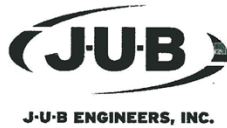
In witness whereof, I have hereunto set my hand and affixed my official seal the day and year in the certificate first above written.

Notary Public for Idaho

Residing at _____

Commission Expires _____

EXHIBIT



J-U-B COMPANIES



THE
LANGDON
GROUP



GATEWAY
MAPPING
INC.

Utility and Ingress/Egress Easement Description for City of Twin Falls

An irregular strip of land located in part of Lots 32, 33, 34 and Tract C of Block 2 in Breckenridge Estates Subdivision in the South Half of the Southeast Quarter of Section 33, Township 9 South, Range 17 East, Boise Meridian, Twin Falls County, Idaho, and more particularly described as follows:

Commencing at the South Quarter corner of said Section 33, from which the Southeast corner of said Section 33 bears North 89° 51' 19" East, 2638.59 feet;

THENCE North 00°40'01" East along the westerly boundary of the Southeast Quarter of said Section 33 for a distance of 513.48 feet;

THENCE North 89°29'59" East for a distance of 918.97 feet to the Initial Point for Breckenridge Estates Subdivision;

THENCE North 01°25'51" East along the westerly boundary of Breckenridge Estates Subdivision for a distance of 918.87 feet to the POINT OF BEGINNING;

THENCE North 01°25'51" East continuing along said westerly boundary for a distance of 24.00 feet;

THENCE South 87°40'27" East for a distance of 69.45 feet to a point on the easterly boundary of Lot 32 of Block 2;

THENCE South 01°25'51" West along said easterly boundary for a distance of 12.00 feet to the southeast corner of Lot 32 of Block 2;

THENCE South 87°40'27" East along the southerly boundary of Lot 31 of Block 2 for a distance of 47.09 feet to the southeast corner of Lot 31 of Block 2;

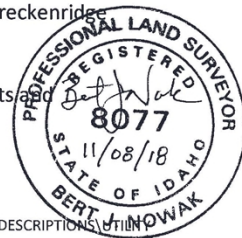
THENCE South 80°14'54" East along the southerly boundary of Lots 29 and 30 of Block 2 for a distance of 70.62 feet to a point on the westerly Right-of-Way of Riverview Drive a private road;

THENCE Southwesterly along said Right-of-Way for a distance of 12.82 feet along a non tangent curve to the left of which the radius point lies South 50°14'37" East a radius of 36.00 feet, and having a central angle of 20°24'23", and a long chord bearing South 29°33'11" West, 12.75 feet;

THENCE North 80°14'54" West leaving said Right-of-Way for a distance of 65.52 feet;

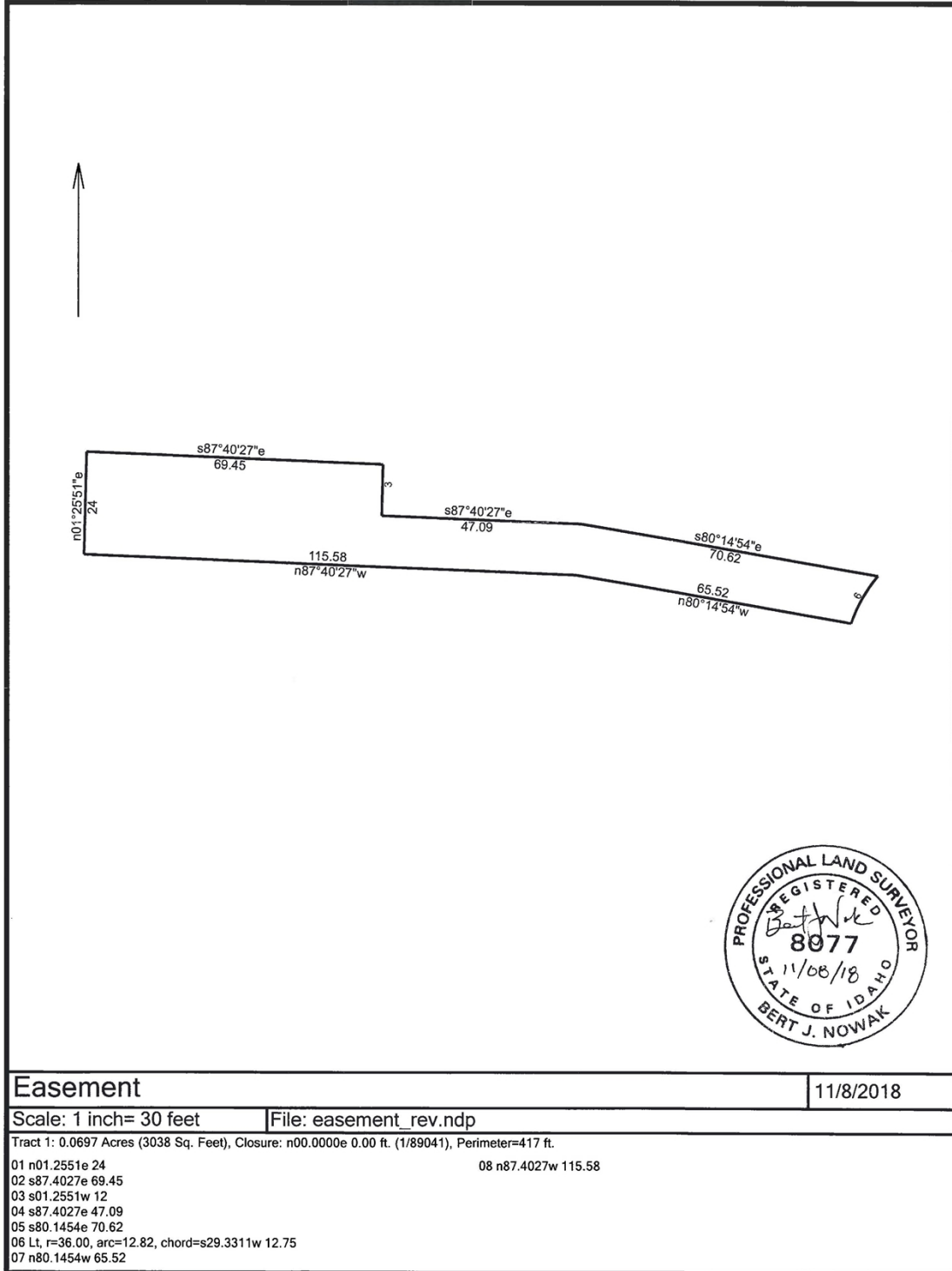
THENCE North 87°40'27" West for a distance of 115.58 feet to the westerly boundary of Breckenridge Estates Subdivision and the POINT OF BEGINNING.

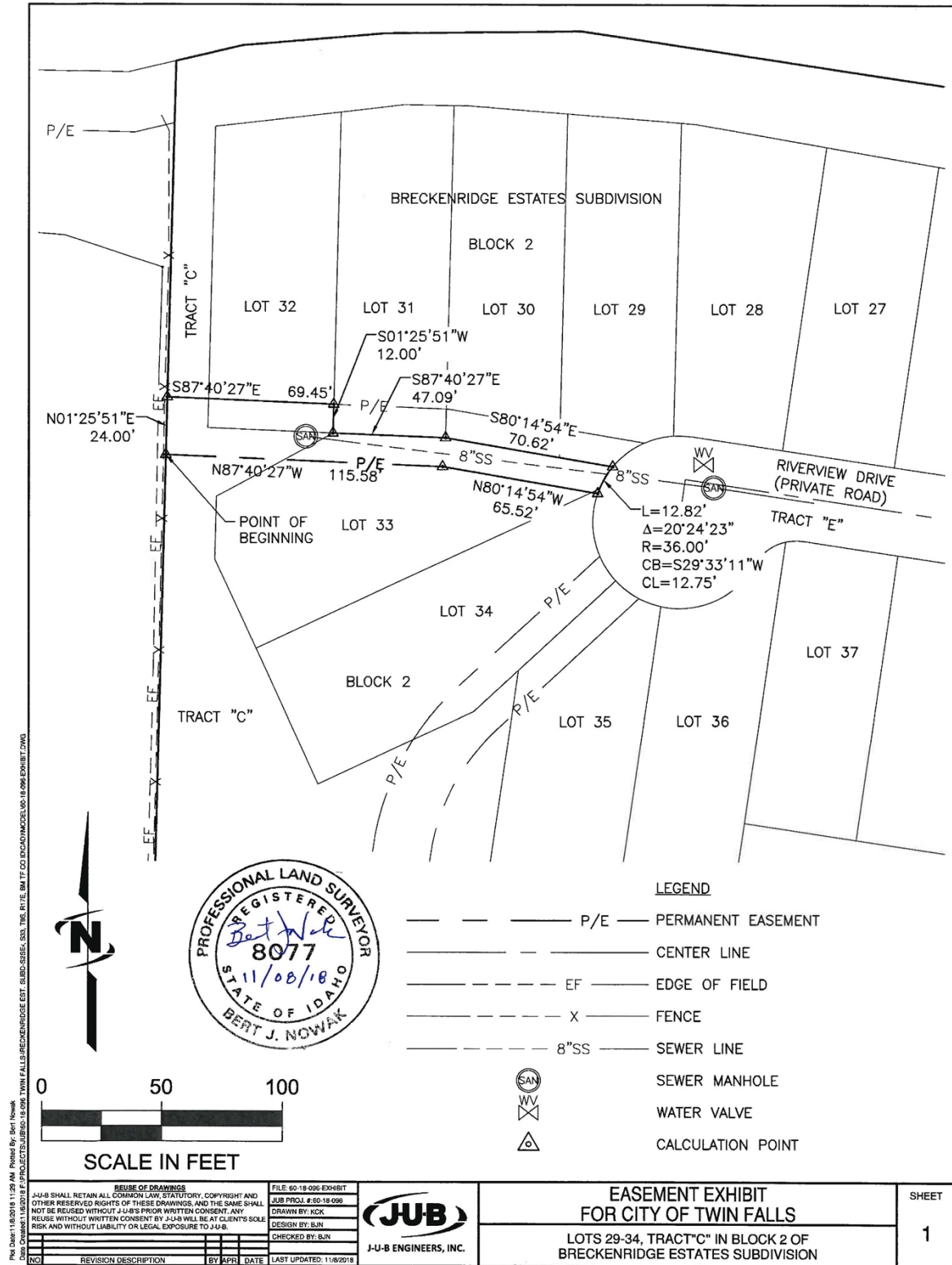
Said Easement containing 0.070 acres, more or less, and is subject to easements, covenants and restrictions of record.



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a 115 Northstar Avenue, Twin Falls, ID 83301 p 208 733 2414 f 208 733 9455 w www.jub.com





Public Utility Easement

FOR VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, **Randy Grant and Angela Grant**, having lawful authority to do so, hereafter referred to as "Grantors", do hereby dedicate a public utility easement for the installation, operation, maintenance, repair, and/or replacement of public utilities. Said easement is particularly described in the attached Exhibit A.

This grant of easement is perpetual, and shall bind the parties, their heirs, personal representatives, lawful assigns and successors in interest.

TO HAVE AND TO HOLD, said easement unto Grantee, its successors and assigns this _____ day of November 2018.

Randy Grant

Angela Grant

STATE OF IDAHO)

)ss

County of TWIN FALLS)

On this _____ day of November, 2018, before me, a Notary Public, personally appeared Randy Grant and Angela Grant, known or identified to me to be the persons whose names are subscribed to the foregoing instrument and acknowledged to me that they executed the same.

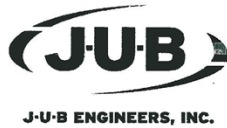
In witness whereof, I have hereunto set my hand and affixed my official seal the day and year in the certificate first above written.

Notary Public for Idaho

Residing at _____

Commission Expires _____

EXHIBIT



J-U-B COMPANIES



THE
LANGDON
GROUP



GATEWAY
MAPPING
INC.

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THENCE North 01°25'51" East continuing along said westerly boundary for a distance of 24.00 feet;

THENCE South 87°40'27" East for a distance of 69.45 feet to a point on the easterly boundary of Lot 32 of Block 2;

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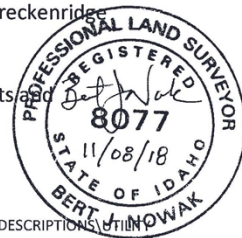
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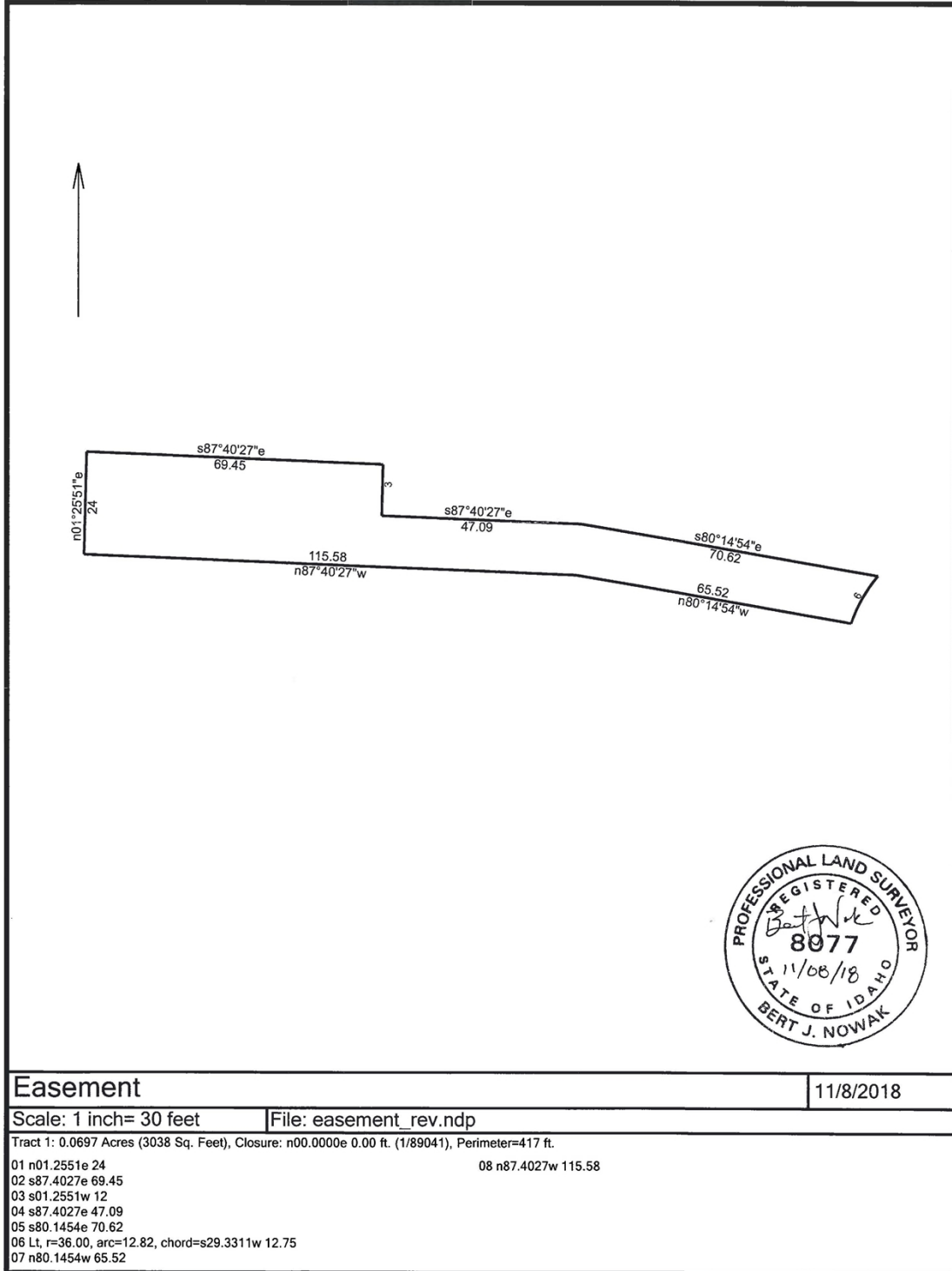
THENCE North 87°40'27" West for a distance of 115.58 feet to the westerly boundary of Breckenridge Estates Subdivision and the POINT OF BEGINNING.

Said Easement containing 0.070 acres, more or less, and is subject to easements, covenants and restrictions of record.



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a 115 Northstar Avenue, Twin Falls, ID 83301 p 208 733 2414 f 208 733 9455 w www.jub.com



Public Utility Easement

FOR VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, **Gerald L. Martens**, having lawful authority to do so, hereafter referred to as "Grantor", does hereby dedicate a public utility easement for the installation, operation, maintenance, repair, and/or replacement of public utilities. Said easement is particularly described in the attached Exhibit A.

This grant of easement is perpetual, and shall bind the parties, their heirs, personal representatives, lawful assigns and successors in interest.

TO HAVE AND TO HOLD, said easement unto Grantee, its successors and assigns this _____ day of November, 2018.

Gerald L. Martens

STATE OF IDAHO)
)ss
County of TWIN FALLS)

On this _____ day of November, 2018, before me, a Notary Public, personally appeared Gerald L. Martens, known or identified to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same.

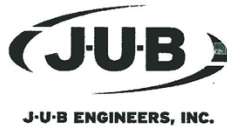
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Notary Public for Idaho

Residing at _____

Commission Expires _____

EXHIBIT



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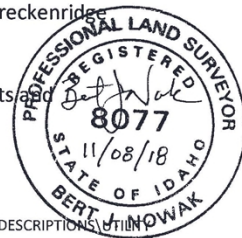
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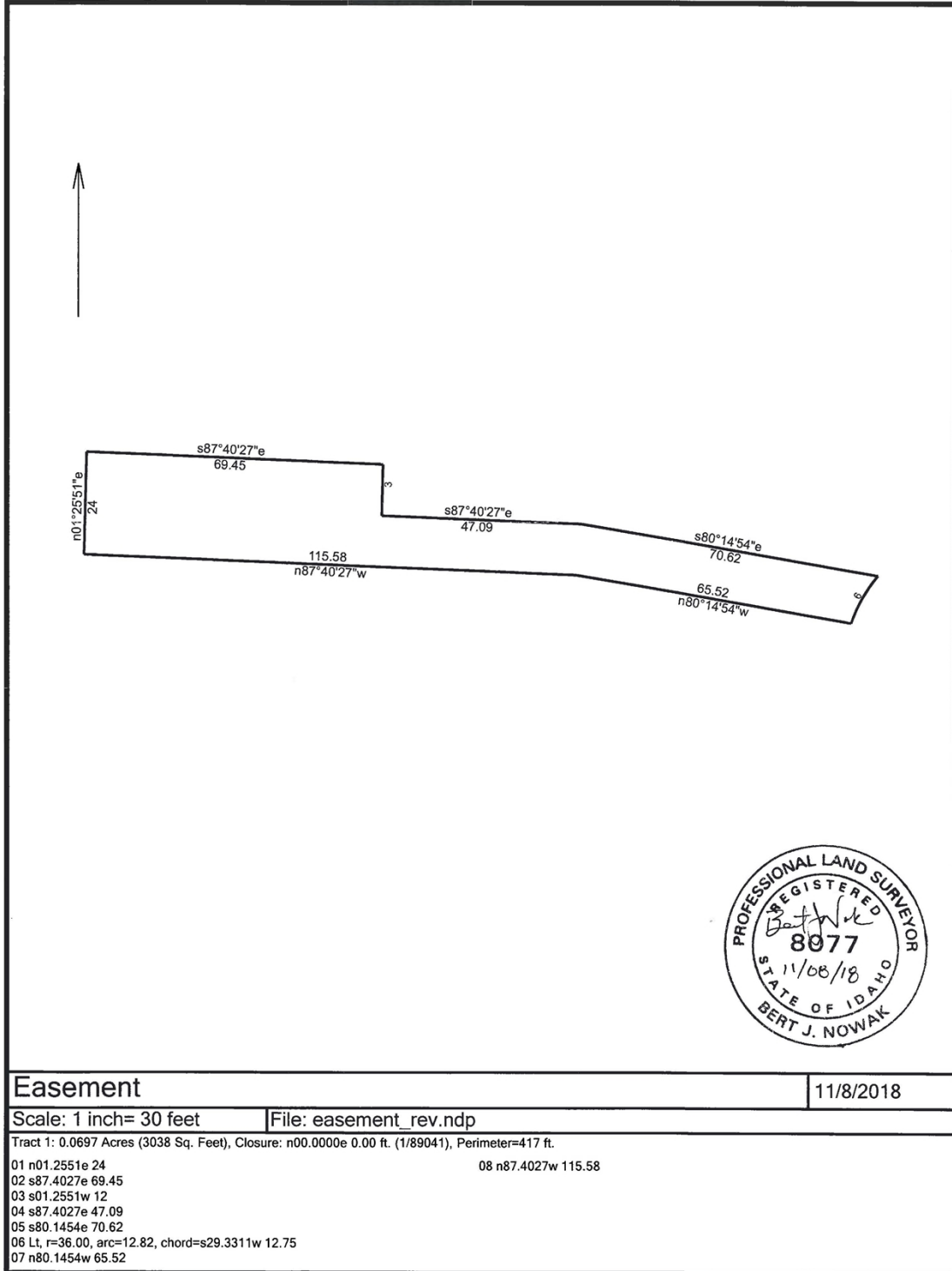
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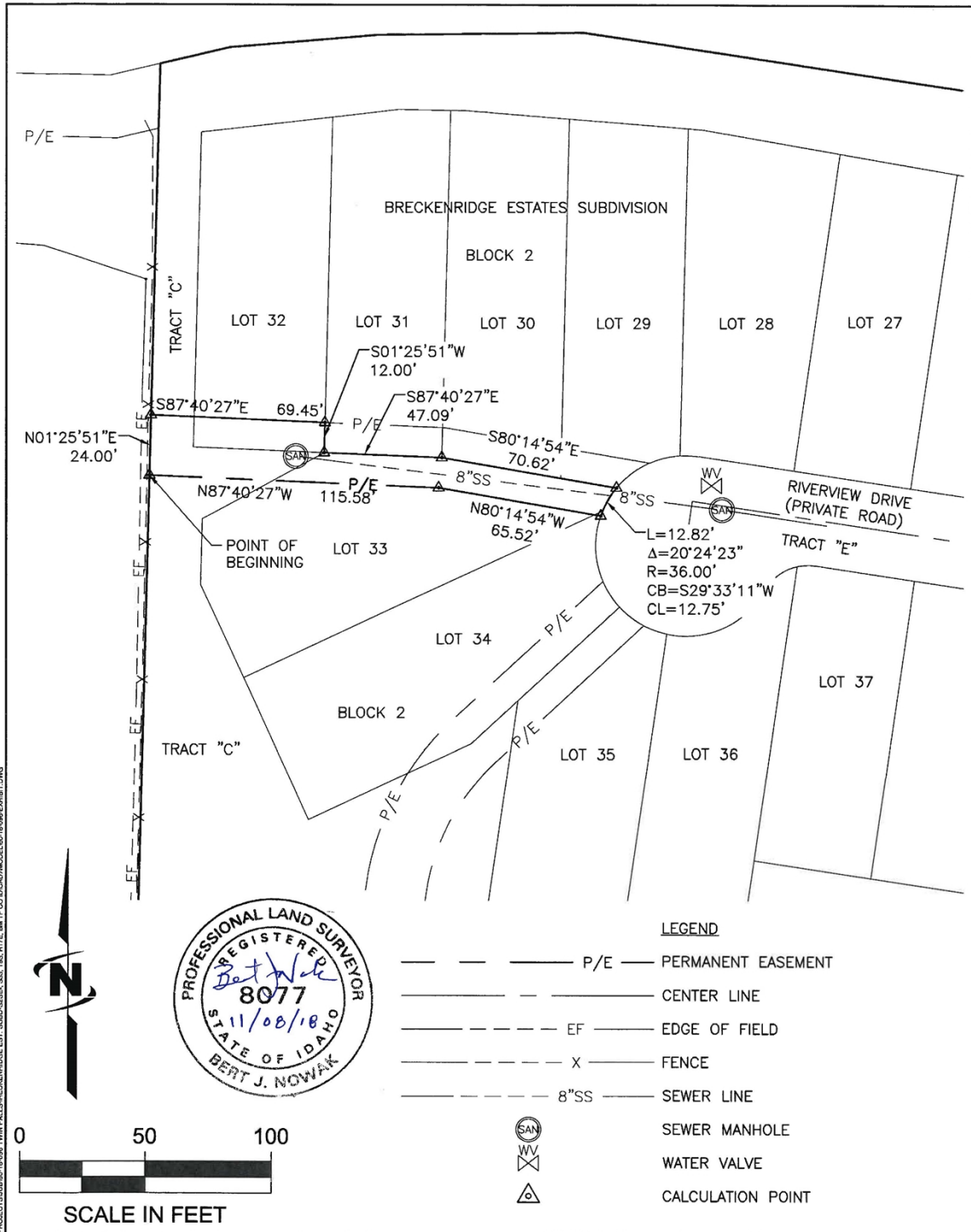
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File Date: 11/08/2018 11:29 AM Printed By: Bert Nowak
 JUB shall retain all common law, statutory, copyright and
 other reserved rights of these drawings, and the same shall
 not be reused without JUB's prior written consent. Any
 reuse without written consent by JUB will be at client's sole
 risk and without liability or legal exposure to JUB.
 Date Created: 11/08/2018 P:\PROJECTS\JUB\18-096 TWIN FALLS BRECKENRIDGE EST. SUBD-SESS. 18-096 EXHIBIT 2\DWG

REVISION DESCRIPTION			
NO.	REVISION DESCRIPTION	BY	DATE

FILE: 18-096 EXHIBIT
 JUB PROJ. # 18-096
 DRAWN BY: KCK
 DESIGN BY: BJN
 CHECKED BY: BJN
 J-U-B ENGINEERS, INC.
 LAST UPDATED: 11/08/2018

**EASEMENT EXHIBIT
 FOR CITY OF TWIN FALLS**
 LOTS 29-34, TRACT "C" IN BLOCK 2 OF
 BRECKENRIDGE ESTATES SUBDIVISION

SHEET
1

PURCHASE AND SALE AGREEMENT

This Purchase and Sale Agreement (this “**Agreement**”) is entered into as of November 13, 2018, by and between the City of Twin Falls, (“**City**”), and Katherine B. Breckenridge (“**Breckenridge**”).

RECITALS

WHEREAS, Breckenridge owns certain real property, legally described below, located on the Snake River Canyon rim, and adjacent to and above the City’s Canyon Springs Road; and,

WHEREAS, City owns a twenty-five foot (25’) wide maintenance easement along the northerly portion of Breckenridge’s real property, which has become inadequate for maintenance of the canyon rim above Canyon Springs Road; and,

WHEREAS, The Breckenridge property is the only uncompleted section of contiguous Canyon Rim Trail between Washington Street North and Shoshone Falls Park; and,

WHEREAS, The City currently owns a non-contiguous section of paved bike path and public access trail over and across the southerly portion of the Breckenridge property; and,

WHEREAS, Breckenridge wishes to lay the foundation for potential future development of her property by extension of public sewer/water infrastructure to the exterior boundaries of her property.

AGREEMENT

NOW, THEREFORE, in consideration of the above recitals, and other good and valuable consideration, the Parties hereby agree as follows:

6. PURCHASE AND SALE OF BRECKENRIDGE PROPERTY

H. Sale and Purchase. Breckenridge hereby agrees to grant, bargain, convey and sell to City, and City does hereby agree to acquire and purchase from Breckenridge, the Property described below on the terms and conditions set forth in this Agreement. The property purchased is as legally described and shown on Exhibit A.

I. Consideration. As consideration for the Property, City shall pay to Breckenridge the sum of Three Hundred Thousand Dollars (\$300,000.00). As additional consideration, City agrees to extend public sewer/water connections to the exterior boundaries of the property retained by Breckenridge, as shown on Exhibit B. Water and sewer stubs shall be minimum eight-inch diameter (8”) lines. The water stubs shall include valves. This construction shall be completed by October 30, 2019.

J. Option to Acquire Additional Property. If the City needs additional real property for this project on the canyon rim, Breckenridge agrees to sell additional property on the same terms and conditions, for \$4.55 per square foot. This option shall terminate upon completion of the rim stabilization, canyon rim trail, and sewer stub projects.

K. Closing Date. The closing shall take place upon execution of public utility easements by adjoining property owners.

L. Escrow Closing. The closing shall take place at the offices of TitleFact Inc, 163 4th Ave N, Twin Falls, Idaho 83301, telephone: (208) 733-3821 (“**Escrow Agent**”). On or before the Closing Date, City and Breckenridge shall deposit with Escrow_Agent all instruments, documents and monies (payable in cash, by wire funds or official bank check), as necessary to complete the transactions contemplated under this Agreement, including due authority resolutions and title affidavits as may be requested by Escrow Agent. City shall pay Escrow Agent’s closing fees and the premium for any title insurance. All other expenses not specifically referenced in this Agreement and incurred by City or Breckenridge with respect to the transactions contemplated under this Agreement shall be borne and paid exclusively by the Party incurring the same without reimbursement.

M. Conveyance of Title. At closing, Breckenridge shall execute and deliver to City a warranty deed that is to be marketable and insurable except for rights reserved in federal patents, building or use restrictions, building and zoning regulations and ordinances of any governmental unit, rights of way and easements established or of record and any other liens, encumbrances or defects approved by City.

N. Possession. City shall be entitled to possession of the Property on the Closing Date.

O. Title Insurance. As a condition precedent to City’s obligation to close, Escrow Agent shall irrevocably commit to provide City an ALTA standard coverage title insurance policy pursuant to the Title Commitment dated as of the closing and insuring City in the amount requested by City against loss or damage by reason of any defect in Breckenridge’s title to the Property subject only to the printed exclusions and general exceptions shown on the Title Commitment or appearing in the policy form and the exceptions approved by City.

P. Purchase As-Is. Except for Breckenridge’s warranties in the warranty deed, City’s election to proceed with the purchase of the Property shall be deemed an acknowledgement that City has had an opportunity to inspect the Property and perform a due diligence analysis of the Property and is acquiring the Property in an “as is” condition solely in reliance on City’s own inspection and that neither Breckenridge nor any agent, representative or employee of Breckenridge has made any representation or warranty, express or implied, verbal or written, with respect to any aspect of the Property or its fitness for any particular use.

Q. Reconstruction of Drainage. The City agrees to reconstruct the drainage ditch inside Breckenridge’s north boundary property line to accommodate irrigation and/or run-off water and to design and construct the means to direct the water when it leaves the Breckenridge property. Drainage ditch reconstruction shall be completed by April 1, 2019.

R. Temporary Fence. A temporary fence shall be built on the common boundary between Breckenridge and the City to minimize trespass. This temporary fence will be built after the rim stabilization project starts. The City shall pay for the fencing materials and Breckenridge will construct the fence. The fence will be constructed with 6 1/2 ft. steel posts and 3 strands of smooth wire. Breckenridge will own the fence. Until the temporary fence is constructed, the existing fences on the east and west sides of the property to be acquired by the City shall remain in place to restrict access to the site, and posted with “No Trespassing” signs. When the initial construction begins, City may replace a section of the fence on the west side with a locking gate for equipment access to the construction area.

7. VACATION OF BIKE PATH/PUBLIC ACCESS EASEMENT

C. Upon completion of construction of the bike path/Canyon Rim Trail over and across the property conveyed by Breckenridge to City as provided for in this Agreement, City shall vacate the fifteen foot (15') wide bike path easement over and across the southerly portion of the Breckenridge property, recorded as Instrument No. 2005-006085, Records of Twin Falls County, Idaho, Exhibit C hereto. The City will allow the bike path property to be incorporated into Parcel 1 of the TBS Subdivision by lot line adjustment.

8. ADDITIONAL CONDITIONS

M. Setbacks. Breckenridge shall record a development restriction on her property prohibiting the construction of any new buildings within twenty feet (20') of Breckenridge Estates Subdivision and Breckenridge Estates No. 3, and within a sight triangle in the northwest corner of the property adjoining Breckenridge Estates Subdivision and the future Canyon Rim Trail, as shown on Exhibit B. Landscaping shall be permitted within the sight triangle only with the permission of the owner of Lot 32, Block 2, Breckenridge Estates Subdivision.

N. Rerouting Irrigation Return Flow. Breckenridge shall reroute the irrigation return flow from its currently location along the easterly border of her property to an interior location, so that all irrigation waste water remains on the property until it exits the property at the canyon rim. This work must be completed before the beginning of the 2019 irrigation season.

O. Construction of Waste Water Utility Stub From Breckenridge Estates. City shall bore the waste water stub line between the area of the existing manhole in at the end of River View Drive in Breckenridge Estates to a new manhole located within the Breckenridge property, as shown on Exhibit B. City shall repair the area around the manholes at the conclusion of the work.

P. Partial Vacation of Public Access Easement. City shall approve an amendment to the Breckenridge Estates Subdivision Final Plat, which will remove public access to pathways within that portion of Tract C which runs south of the northwesterly corner of Lot 32, Block 2, Breckenridge Estates Subdivision.

9. MISCELLANEOUS

Q. Attorneys' Fees. In the event of any controversy, claim or action being filed or instituted between the Parties to interpret or enforce the terms and conditions of this Agreement, or arising from the breach of any provision hereof, the prevailing Party will be entitled to receive from the other Party all costs, damages, and expenses, including reasonable attorneys' fees through all levels of action, incurred by the prevailing Party.

R. Severability. This Agreement will be enforced to the fullest extent permitted by applicable law. If for any reason any provision of this Agreement is held to be invalid or unenforceable to any extent, then (a) such provision will be interpreted, construed or reformed to the extent reasonably required to render the same valid, enforceable and consistent with the original intent underlying such provision, and (b) such invalidity or unenforceability will not affect any other provision of this Agreement.

S. Section Headings. Section headings and other captions are for the purpose of reference only and do not limit or affect the meaning of the terms and provisions hereof.

T. Amendments. This Agreement may not be amended, modified, altered, supplemented or otherwise changed in any respect whatsoever, except by a writing duly executed

by the Parties.

U. Survival. Each covenant, condition, warranty and representation herein made shall survive the closing and not merge into the closing documents. All provisions that are to be performed or applied to circumstances subsequent to closing shall likewise survive the closing.

V. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Idaho.

W. Incorporation by Reference. All recitals and exhibits to this Agreement are hereby incorporated by reference into this Agreement as if set forth herein.

X. Counterparts. This Agreement may be executed in counterparts, each of which is deemed an original but all of which constitute one and the same instrument. The signature pages may be detached from each counterpart and combined into one instrument. Signatures to this Agreement transmitted by facsimile transmission, by electronic mail in “portable document format” (“.pdf”) form, or by any other electronic means intended to preserve the original graphic and pictorial appearance of a document, will have the same effect as physical delivery of the paper document bearing the original signature.

Y. Merger. As to the subject matter contained herein, this Agreement shall be the complete, entire, final and exclusive agreement among the Parties and supersedes all prior and contemporaneous negotiations, agreements, and understandings, written or oral, between the Parties. It is expressly warranted by the Parties that no promise or inducement has been offered except as set forth herein, and that this Agreement is executed without reliance upon any promise, inducement, or representation not set forth herein. The terms of this Agreement may not be contradicted by evidence of any prior or contemporaneous agreement, and no extrinsic evidence whatsoever may be introduced to vary its terms in any mediation, arbitration, or judicial proceeding involving this Agreement.

Z. Successors and Assigns. This Agreement and all rights and obligations hereunder shall inure to the benefit of and be binding upon the Parties and their respective lawful successors and permitted assigns. Neither this Agreement nor any interest hereunder will be assignable in whole or in part by either Party without the prior written consent of the other Party.

AA. Waiver. No waiver by any Party of any of the provisions hereof shall be effective unless explicitly set forth in writing and signed by the Party so waiving. No waiver by any Party shall operate or be construed as a waiver in respect of any failure, breach or default not expressly identified by such written waiver, whether of a similar or different character, and whether occurring before or after that waiver. No failure to exercise, or delay in exercising, any right, remedy, power or privilege arising from this Agreement shall operate or be construed as a waiver thereof; nor shall any single or partial exercise of any right, remedy, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power or privilege.

BB. Further Assurances. Each of the Parties shall execute and deliver such additional documents, instruments, conveyances and assurances and take such further actions as may be reasonably required to carry out the provisions hereof and give effect to the transactions contemplated hereby.

{Remainder of page intentionally left blank; signature pages follow.}

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly authorized representatives as of the Effective Date.

For CITY:

City of Twin Falls

Shawn Barigar, Mayor

STATE OF IDAHO)
 :SS.
County of Twin Falls)

On this _____ day of November, 2018 before me, the undersigned, a Notary Public in and for the State of Idaho, personally appeared **Shawn Barigar**, known or identified to me to be the **Mayor** of the **the City of Twin Falls, Idaho**, and acknowledged to me that he executed the foregoing instrument on behalf of said City, and that said City executed the same.

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

NOTARY PUBLIC

Residing: _____

My Commission Expires: _____

For BRECKENRIDGE:

Katherine B. Breckenridge

STATE OF IDAHO)
)
 : ss.
County of Twin Falls)

On this _____ day of November, 2018, before me, the undersigned, a Notary Public in and for said State, personally appeared **Katherine B. Breckenridge**, and acknowledged to me that she executed the foregoing instrument.

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

Residing:_____

My Commission Expires: _____

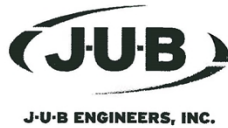
EXHIBITS

Exhibit A - Legal Description and Drawing of Property

Exhibit B – Drawing Showing Public Sewer/Water Stubs

Exhibit C –Existing Bike Path/Public Access Easement

Exhibit A



J-U-B COMPANIES



THE
LANGDON
GROUP



GATEWAY
MAPPING
INC.

PARCEL DESCRIPTION for CITY of TWIN FALLS

A part of Parcel Two of TBS Subdivision Conveyance Plat located in part of Government Lot 5 of Section 33, Township 9 South, Range 17 East, Boise Meridian, Twin Falls County, Idaho, and more particularly described as follows:

Commencing at the South Quarter corner of said Section 33, from which the Southeast corner of said Section 33 bears North 89° 51' 19" East, 2638.59 feet;

THENCE North 00°40'01" East along the westerly boundary of the SW4 SE4 and Government Lot 5 for a distance of 1,613.36 feet to the POINT OF BEGINNING

THENCE North 00°40'01" East continuing along said westerly boundary for a distance of 48.95 feet to a found 5/8 inch rebar with cap and being a 10.00 feet in distance witness corner to the southerly rim rock of the Snake River Canyon;

THENCE North 00°40'01" East continuing along said westerly boundary for a distance of 10.00 feet to a point on the southerly rim rock of the Snake River Canyon;

THENCE along the southerly rim rock of the Snake River Canyon for the following bearings and distances:

South 64°37'43" East for a distance of 47.52 feet;

South 83°42'34" East for a distance of 122.57 feet;

South 75°51'58" East for a distance of 78.38 feet;

South 72°27'59" East for a distance of 90.65 feet;

South 81°52'22" East for a distance of 58.07 feet;

North 80°16'49" East for a distance of 68.83 feet;

South 81°43'10" East for a distance of 88.95 feet;

North 83°29'17" East for a distance of 142.67 feet;

North 88°51'29" East for a distance of 130.95 feet;

South 88°55'53" East for a distance of 99.75 feet;

North 76°37'28" East for a distance of 20.06 feet;

THENCE leaving said rim rock South 01°25'51" West for a distance of 10.00 feet to a found 5/8 inch rebar with cap and being a 10.00 feet in distance witness corner to the southerly rim rock of the Snake River Canyon;

THENCE South 01°25'51" West for a distance of 55.00 feet;

THENCE South 85°49'43" West for a distance of 413.04 feet;

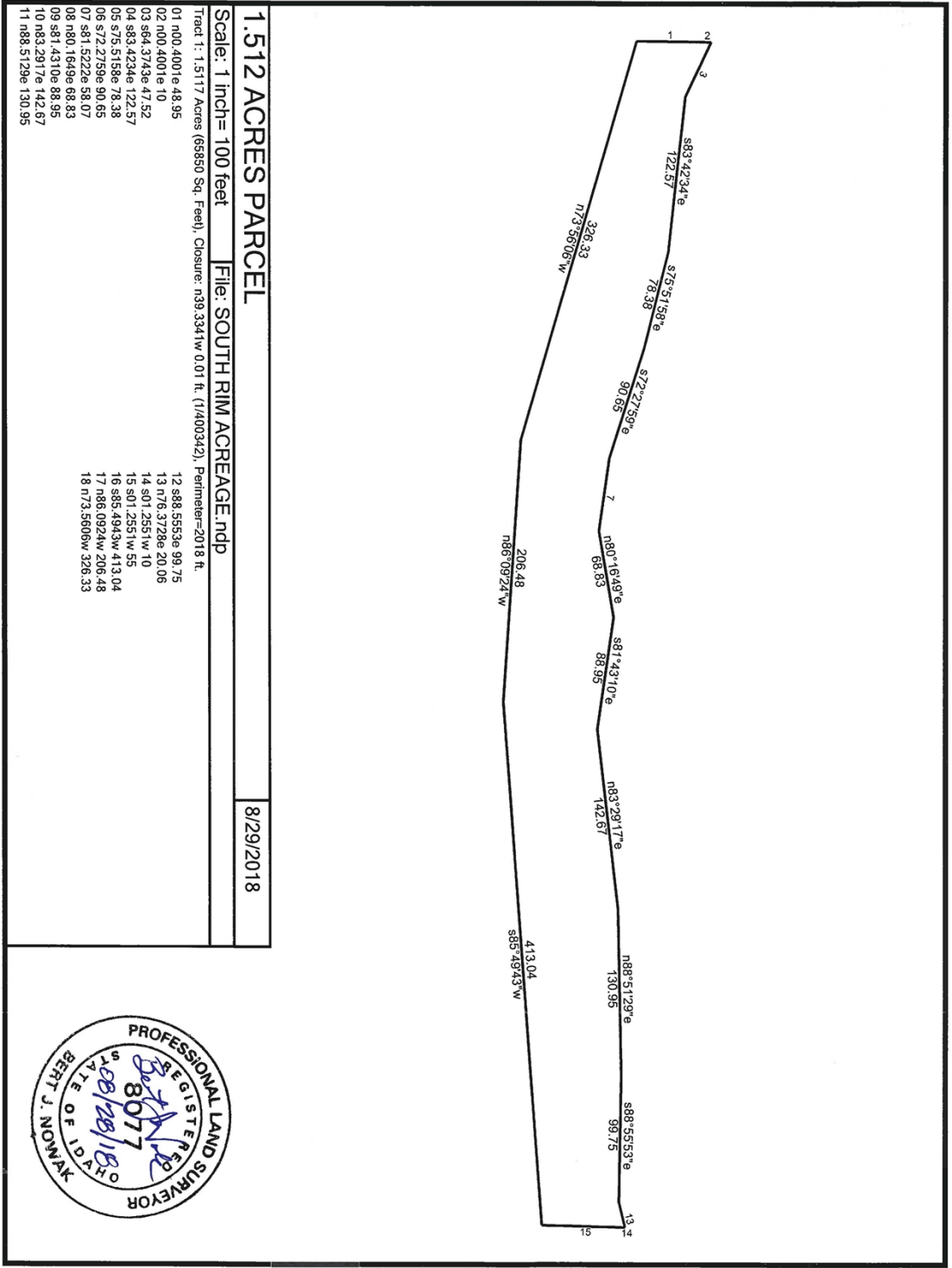
THENCE North 86°09'24" West for a distance of 206.48 feet;

THENCE North 73°56'06" West for a distance of 326.33 feet to the POINT OF BEGINNING.

Said parcel contains 1.512 acres, more or less and is subject to easements, covenants and restrictions of record.

Page 1 of 1





1.512 ACRES PARCEL

Scale: 1 inch= 100 feet File: SOUTH RIM ACREAGE.ndp

8/29/2018

Tract 1: 1.5117 Acres (65850 Sq. Feet), Closure: n39.3341w 0.01 ft. (1/400342), Perimeter=2018 ft.

- 01 n00.4001e 48.95
- 02 n00.4001e 10
- 03 s64.3743e 47.52
- 04 s83.4234e 122.57
- 05 s75.5158e 78.38
- 06 s72.2759e 90.65
- 07 s81.5222e 58.07
- 08 n80.1649e 68.83
- 09 s81.4310e 88.95
- 10 n83.2917e 142.67
- 11 n88.5129e 130.95
- 12 s88.5553e 99.75
- 13 n76.3728e 20.06
- 14 s01.2551w 10
- 15 s01.2551w 55
- 16 s85.4943w 413.04
- 17 n86.0924w 206.48
- 18 n73.5606w 326.33



[illegible]

Exhibit C

09-04-18;02:41PM;Clerk/Auditor/Recorder

;2087364182

1/ 3

TWIN FALLS COUNTY
RECORDED FOR:
TWIN FALLS, CITY OF
11:57:46 am 03-25-2005
2005-006085
NO. PAGES: 3 FEE: \$9.00
KRISTINA GLASCOCK
COUNTY CLERK
DEPUTY: COUNBAR

ME-248
COMP CH
ORIGINAL #2

PUBLIC EASEMENT

FOR VALUABLE CONSIDERATION, the receipt of which is hereby acknowledged, Katie Breckenridge of P.O. Box 685, Picabo, Idaho 83348, and Susan Breckenridge of 6 Pasillo Chico, Santa Fe, New Mexico, 87508, hereafter referred to as "Grantors" do hereby irrevocably grant and convey unto the CITY OF TWIN FALLS, IDAHO, a municipal corporation, hereafter referred to as "Grantee," a perpetual bicycle/pedestrian/service vehicle easement to be located upon, pass through, and across lands owned by Grantor, in the City of Twin Falls, at 647 Pole Line Road. Said easement right-of-way is particularly described in Exhibit A.

SEE ATTACHED EXHIBIT A

The easement will revert back to Breckenridge, heirs, assignees or agents if the City of Twin Falls abandons the bike path or makes use of easement other than stated herein.

Grantor agrees not to build or permit any obstruction, building or other structure, over, on, around or about said Easement right-of-way that would interfere with Grantee's right hereunder including Grantee's right of ingress and egress for maintenance and upkeep.

It is agreed that the consideration for the easement hereby given is the sum of Ten Dollars (\$10.00) together with other good and valuable consideration, the receipt of which is hereby acknowledged, and that no further sum shall be collected hereafter for said easement. This agreement covers all of the agreements by the parties hereto and the parties agree further that there are no written or verbal agreements otherwise which change or add to the terms hereof. This grant of easement is perpetual, and shall bind the parties, their heirs, personal representatives, lawful assigns and successors in interest.

TO HAVE AND TO HOLD, said easement unto Grantee, its successors and assigns this 1st day of January 2005.

"GRANTOR"

"GRANTOR"


KATIE BRECKENRIDGE


SUSAN BRECKENRIDGE

EXHIBIT A

A strip of land located in the Southwest quarter of the Southeast quarter of Section 33, Township 9 South, Range 17 East, Boise Meridian, Twin Falls County, Idaho, more particularly described as follows:

Commencing at the South quarter corner of said Section 33, from which the Southwest corner of said Section 33 bears South 89°47'21" West, 2640.83 feet;

THENCE North 00°40'01" East along the West boundary of the SW ¼, SE ¼, for a Distance of 513.50 feet to the POINT OF BEGINNING;

THENCE North 00°40'01" East along the West boundary of the SW ¼, SE ¼, for a Distance of 15.00 feet;

THENCE North 89°29'59" East for a distance of 919.22 feet;

THENCE South 01°25'51" West for a distance of 15.01 feet;

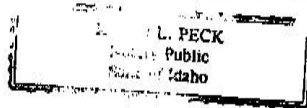
THENCE South 89°29'59" West for a distance of 919.02 feet to the POINT OF BEGINNING.

Said parcel contains 0.32 acres, more or less.

STATE OF IDAHO)
) ss.
 County of Blaine)

On this 18th day of February, 2005, before me,
 the undersigned, a Notary Public in and for said County and State, personally
 appeared Ruth Beckenridge, known to me to be the Grantor in the
 foregoing easement agreement, and acknowledged to me that he/she/they
 executed the same.

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



Ruth L. Peck
 Notary Public in and for Idaho
 Residing in Carey, Idaho

STATE OF NEW MEXICO)
) ss.
 County of Santa Fe)

On this 10th day of February, 2005, before me,
 the undersigned, a Notary Public in and for said County and State, personally
 appeared Susan Beckenridge, known to me to be the Grantor in the
 foregoing easement agreement, and acknowledged to me that he/she/they
 executed the same.

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

Marianne Brown
 Notary Public in and for New Mexico
 Residing in Santa Fe, New Mexico

