



Twin Falls City Council Agenda

Monday, September 14, 2020, 5:00 PM

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

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

- 1) CALL MEETING TO ORDER/CONFIRMATION OF QUORUM
- 2) PLEDGE OF ALLEGIANCE
- 3) PROCLAMATIONS
 - a) **PRESENTATION:**
Constitution Week - Melinda Anderson, Daughters of the American Revolution
- 4) CONSENT CALENDAR
 - a) **ACTION ITEM:** Request to approve the Accounts Payable for August 27 thru September 10, 2020.
By: Amy Luna, Finance Administrative Assistant
 - b) **ACTION ITEM:** Request to approve August 31, 2020, City Council Minutes.
By: Amy Luna, Finance Administrative Assistant
 - c) **ACTION ITEM:** Request to approve the Wells Fargo Credit Commercial Card for July 2020.
By: Amy Luna, Finance Administrative Assistant
 - d) **ACTION ITEM:** Request to accept the quitclaim of Tract A and Tract B for required park dedications in the Grandview Estates Subdivision.
By: Wendy Davis, Parks & Recreation Director
- 5) ITEMS OF CONSIDERATION
 - a) **PRESENTATION:** Presentation by Joshua W. Kern M.D., Vice President of Medical Affairs, St. Luke's Health System.
By: Travis Rothweiler, City Manager
 - b) **ACTION ITEM:** Request to confirm the Mayor's appointment of four new members to the Impact Fee Advisory Committee.
By: Suzanne Hawkins, Mayor

- c) **ACTION ITEM:** Request to approve the purchase of a replacement motorcycle to replace one damaged last month.

By: Matt Hicks, Police Captain

- d) **ACTION ITEM:** Request to accept the Blue Lakes Country Club (BLCC) Agreement.

By: Travis Rothweiler, City Manager

- e) **ACTION ITEM:** Confirmation by the City Council to remain in Governor Little's proposal to use CARES funding for property tax relief.

By: Travis Rothweiler, City Manager

6) GENERAL PUBLIC INPUT

7) ADVISORY BOARD REPORT/ANNOUNCEMENTS

8) PUBLIC HEARINGS: None

9) ADJOURNMENT

- a) **ACTION ITEM:** REQUEST TO ADJOURN TO EXECUTIVE SESSION:

§ 74-206(1)(f) To communicate with legal counsel for the public agency to discuss the legal ramifications of and legal options for pending litigation, or controversies not yet being litigated but imminently likely to be litigated. The mere presence of legal counsel at an executive session does not satisfy this requirement.

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 & Zoning Commission shall wait to be recognized by the Mayor or Chairman, approach the microphone/podium, state their name, and 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. A City Staff Report shall summarize the application and history of the request.
4. 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.
5. 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.
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.
 - Individuals are not permitted to give their time to other speakers.
 - However, five (5) or more individuals that received written notice of the public hearing may appoint, 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, received by 12:00 p.m. on the date of the hearing shall be either read into the record or displayed to the public on the overhead projector.
8. Following the Public Testimony, the applicant is permitted five (5) minutes to respond to Public Testimony.
9. Following the Public Testimony and Applicant's response, Council or Commission members, as recognized by the Mayor or Chairman, shall be allowed to question the Applicant, Staff or anyone who has testified. Responses shall be limited to answering the questions asked. The Mayor or Chairman may limit the time permitted for the answer.
10. The Mayor or Chairman shall close the Public Hearing. The City Council or Planning & 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, Idaho

Proclamation

CONSTITUTION WEEK

WHEREAS, September 17, 2020, marks the two hundred and thirty-third anniversary of the drafting of the Constitution of the United States of America by the Constitutional Convention; and

WHEREAS, It is fitting and proper to accord official recognition to this magnificent document and its memorable anniversary; and to the patriotic celebrations which will commemorate the occasion; and

WHEREAS, The Daughters of the American Revolution is an organization with a deeply rich history while also being truly relevant in today's world, honoring their heritage as well as making a difference in their communities across the country and the world – including celebration and commemoration of the drafting of the Constitution; and

WHEREAS, Public Law 915 guarantees the issuing of a proclamation each year by the President of the United States of America designating September 17 through 23 as Constitution Week,

NOW, THEREFORE I, Suzanne Hawkins, by virtue of the authority vested in me as Mayor of the City of Twin Falls, Idaho, do hereby proclaim the week of September 17 through 23 as

CONSTITUTION WEEK

in the City of Twin Falls and urge all citizens to study the Constitution and reflect on the privilege of being an American with all the rights and responsibilities which that privilege involves.

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

Suzanne Hawkins
Mayor

Attest: Leila A. Sanchez
Deputy City Clerk

Dated: September 14, 2020



Twin Falls City Council Minutes

Monday, August 31, 2020, 5:00 PM

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

1) CALL MEETING TO ORDER/CONFIRMATION OF QUORUM

Present: Mayor Suzanne Hawkins, Vice Mayor Ruth Pierce, Council Member Shawn Barigar (by Phone), Craig Hawkins, Greg Lanting, Christopher Reid & Nikki Boyd.

Absent:

Staff Present: City Manager Travis Rothweiler, Deputy City Manager Mitch Humble, City Attorney Shayne Nope, Captain Matt Hicks, Sergeant Ryan Howe, P&Z Director Jonathan Spendlove, Public Works Director Jon Caton, City Engineer Mark Holtzen, Network Administrator Mike Plane, Finance Administrative Assistant Amy Luna.

Mayor Hawkins called the meeting to order at 5:00 PM. A quorum was present.

2) PLEDGE OF ALLEGIANCE

Mayor Hawkins invited all present, who wished, to recite the Pledge of Allegiance to the Flag.

3) PROCLAMATIONS: None

4) CONSENT CALENDAR

Mayor Hawkins asked **Public Works Director Caton** to introduce the new **Streets Superintendent Mark Thomson**

Council Member Reid: Asked for the date of the Free Our Children March. To be held on September 13, 2020, at 1:00 p.m.

MOTION: Council Member Reid moved to approve the Consent Calendar as presented. **Vice Mayor Pierce** seconded the motion. Roll call vote showed all members present voted in favor of the motion. 7 to 0

- a) Request to approve the August 24, 2020, City Council Minutes.
- b) Request to approve the Accounts Payable for August 20-26, 2020.
- c) Request to approve Findings of Fact and Conclusions of Law for the Final Plat for Broadmoor Subdivision No. 2. (PZ20-0068)
- d) Request to hold the 8th Annual Haunted Swamp.
- e) Request to approve the "Free Our Children" March.
- f) Request to approve the 9th Annual Magic Valley Beer Festival.

5) ITEMS OF CONSIDERATION

- a) Presentation by Joshua W. Kern M.D., Vice President of Medical Affairs, St. Luke's Health System.

Mayor Hawkins introduced Dr. Kern, Vice President of Medical Affairs, St. Luke's Health System.

Discussion ensued on the following:

Council Member Reid: Asked about Halloween.

Council Member Lanting: Talked about wearing masks in Oregon.

Mayor Hawkins thanked Dr. Kern for his presentation.

- b) Request to adopt Ordinance #O-2020-012 for the Cedarpark ZDA Agreement. (PZ20-0062)

P&Z Director Spendlove requested to adopt Ordinance #O-2020-012 for the Cedarpark ZDA Agreement. (PZ20-0062)

Discussion ensued on the following: None

MOTION: Council Member Lanting made a motion to suspend the rules and place Ordinance #2020-012 on third and final reading by title only under suspension of the rules. **Vice Mayor Pierce** seconded the motion. Roll call vote showed all members present voted in favor of the motion. Approved 7 to 0

Mayor Hawkins read Ordinance #2020-012 by title only.

MOTION: Vice Mayor Pierce moved to approve Ordinance #O-2020-012 as presented. **Council Member Reid** seconded the motion. Roll call vote showed all members present voted in favor of the motion. 7 to 0.

- c) Confirmation by the City Council to remain in Governor Little's proposal to use CARES funding for property tax relief.

City Manager Rothweiler requested confirmation by the City Council to remain in Governor Little's proposal to use CARES funding for property tax relief.

Discussion ensued on the following:

Council Member Reid: What are some of the concerns that are being heard from other cities?

Vice Mayor Pierce: Asked if the other Cities opting out affect how much we receive. Would URA be responsible to payback the portion that they receive?

Mayor Hawkins: Asked for clarification on the payback should it happen.

Council Member Lanting: Would there be the ability for a special assessment should we have to pay this money back?

Council Member Barigar: Spoke in favor of staying opted in and making the decision at another time.

Council Member Hawkins: Spoke about the Governor having ownership for this program. Is the state sharing any of the same concerns that the City is having?

Council Member Lanting: Should we have a special meeting, could we get additional information on the 3% in the future? Are there any other states doing something like this? Could the legislature put a wrench in this process that would hurt us?

Council Member Reid: Regarding the clawback, who gets to dictate this?

Vice Mayor Pierce: Asked about the letter written by Twin Falls County. Are there any local entities that have opted out?

Council Member Lanting: Spoke in favor of having a special meeting and would like to take the 3% administrative fee.

Council Member Reid: Spoke in favor of having a special meeting and would like to take the 3% administrative fee.

Council Member Barigar: Spoke in favor of taking the 3%.

Council Member Boyd: What will it cost us as far as the administrative fee is concerned?

Vice Mayor Pierce: Spoke in favor of taking the 3%.

Council Member Hawkins: Spoke in favor of taking the 3%.

This item will be tabled and revisited on September 9, 2020 at 4:00 p.m. during a special meeting.

- 6) **GENERAL PUBLIC INPUT: To provide public input to the City Council please email: Citizeninput@tfid.org.**

7) ADVISORY BOARD REPORT/ANNOUNCEMENTS

Council Member Lanting spoke about Nikki Miller's retirement from the Parks & Recreation Department.

Mayor Hawkins spoke about the Youth Council meeting and their request to meet twice a month and will be making this request to the council soon.

8) PUBLIC HEARINGS: None

9) ADJOURNMENT

The meeting adjourned at 06:15 PM

Amy Luna, Finance Administrative Assistant



Date: Monday, September 14, 2020
To: Honorable Mayor and City Council
From: Wendy Davis, Parks and Recreation Director

ACTION ITEM

Request:

Request to accept the quitclaim of Tract A and Tract B for required park dedications in the Grandview Estates Subdivision.

Time Estimate:

Since this item is on the consent agenda, there is no planned presentation. However, staff will be available for questions if the Council has any.

Background:

The final plat for the Grandview Estates subdivision was recorded in 2013. That plat includes a park on Tract A of Block 1, and a mini park on Tract B of Block 2 that were approved to be dedicated to the City upon development. Tract A is located on the Southeast corner of Grandview Dr North and Federation Road, and Tract B is located on the Southwest corner of Federation Road and Columbia Drive. The developers have completed the development of the tracts and the Parks & Recreation Department has accepted the improvements. The developers have prepared the attached quitclaim deeds so that the parks can now be dedicated to the City as approved with the final plat.

Approval Process:

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

Budget Impact:

Approval of this request will transfer ownership of the park properties to the City. At that point, the City will be responsible for the perpetual maintenance of the parks. Maintenance will be performed by the Parks & Recreation Department and will be paid for from the Department's annual maintenance and operations budget.

Regulatory Impact:

Approval of this request will allow the deeds for the parks to be recorded, transferring ownership of the park property to the City.

History:

N/A

Analysis:

N/A

Conclusion:

Staff recommends that the Council accept the dedication of the park property as described.

Attachments:

1. Grandview Tract B quitclaim

2. Grandview Tracts A and B
3. Grandview Tract A quitclaim

Quitclaim Deed

For value received, **COREY BARTON HOMES, INC.**, an Idaho Corporation

Does hereby convey, release, remise, and forever quit claim unto

CITY OF TWIN FALLS, an Idaho municipality

whose current address is 203 Main Ave East, Twin Falls, ID 83301

the following described premises:

TRACT B, BLOCK 2, GRANDVIEW ESTATES SUBDIVISION, TWIN FALLS COUNTY, IDAHO, ACCORDING TO THE OFFICAL PLAT THEREOF RECORDED IN BOOK 24 OF PLATS, PAGE 21, RECORDS OF TWIN FALLS COUNTY, IDAHO.

To have and to hold the said premises, unto the said grantees, heirs and assigns forever.

Date:

COREY BATRON HOMES, INC.

By: _____

Its: _____

State of Idaho, County of Idaho, ss.

On this 25 day of May in the year of 2020, before me, the undersigned, a Notary Public in and for said State, personally appeared

Corey Barton known or identified to me to be the President of the corporation that executed the instrument or the person who executed the instrument on behalf of said corporation, and acknowledged to me that such corporation executed the same.

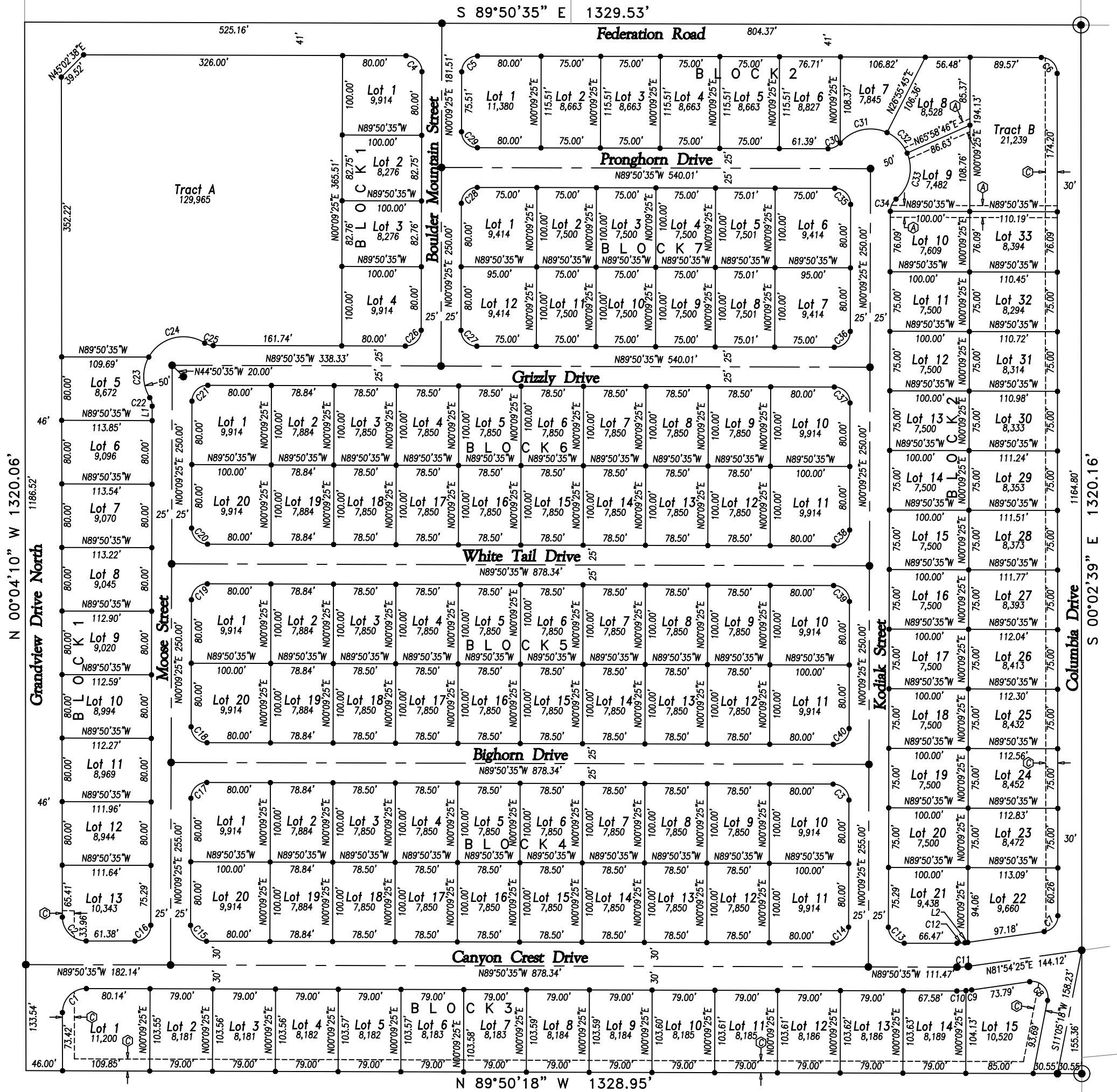
Notary Public

Residing In: Middleton, Id

My Commission Expires

7/16/22





Quitclaim Deed

For value received, **BLING, LLC, an Idaho limited liability Company**

Does hereby convey, release, remise, and forever quit claim unto

CITY OF TWIN FALLS, an Idaho municipality,

whose current address is 203 MAIN AVENUE EAST, TWIN FALLS, ID 83301,

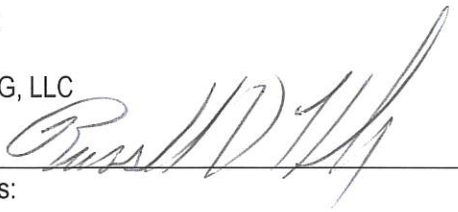
the following described premises:

TRACT A, BLOCK 1, GRANDVIEW ESTATES SUBDIVISION, TWIN FALLS COUNTY, IDAHO, ACCORDING TO THE OFFICAL PLAT THEREOF RECORDED IN BOOK 24 OF PLATS, PAGE 21, RECORDS OF TWIN FALLS COUNTY, IDAHO.

To have and to hold the said premises, unto the said grantees, heirs and assigns forever.

Date:

BLING, LLC

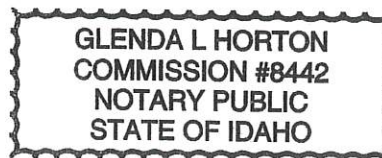
By: 

Its:

State of Idaho, County of Canyon, ss.

On this 25th day of May in the year of 2020, before me, the undersigned, a Notary Public in and for said State, personally appeared Russell D. Hunemiller known or identified to me to be the member of the limited liability company that executed the instrument or the person who executed the instrument on behalf of said limited liability company, and acknowledged to me that such limited liability company executed the same.

, Notary Public
Residing at: Nampa Idaho
My Commission Expires: 05/28/2025
(seal)





Date: Monday, September 14, 2020
To: Honorable Mayor and City Council
From: Mitch Humble, Deputy City Manager

ACTION ITEM

Request:

Request to confirm the Mayor's appointment of four new members to the Impact Fee Advisory Committee.

Time Estimate:

Less than five minutes.

Background:

The Impact Fee Advisory Committee has had two vacant positions for over a year. Also, this year there are three Committee members whose terms have expired. The first is Colby Ricks. Colby has now concluded his first full term. He is eligible, and would like to serve a second term. The other two Committee members who have expiring terms this year are Gerald Martens and Susan Petruzzelli. Both Gerald and Susan served on the Committee for two full terms. They were both great members of the Committee and they will be missed. With their terms expiring, we now have one reappointment and four vacancies on the Committee.

This Committee has traditionally been a difficult one to find volunteers for. It meets fairly infrequently and the subject matter is pretty specific and not exactly common knowledge for the general public. Staff had posted vacancies for this Committee multiple times without receiving any applications. This time, Council liaison Craig Hawkins, Mitch Humble, and Jonathan Spendlove formed a panel to make appointment recommendations to the Mayor. This panel met to discuss names of people to ask to apply and then reached out to them directly. After some discussion, and one or two people declining the opportunity, the panel recommended that the Mayor appoint Tom Frank, Kevin Grey, Tato Munoz, and Josh Wallin to the Impact Fee Advisory Committee. In addition, the panel recommended the reappointment of Colby Ricks to a second term on the Committee. The Mayor agreed with the panel's recommendations and is requesting that the Council confirm these appointments and reappointment.

Two of the four appointments will be for full, three-year terms on the Committee. However, two of the appointments will be a partial, two-year appointment. Using the highly scientific alphabetical order method, Tom Frank and Kevin Grey are being recommended for the two-year partial appointments, while Tato Munoz and Josh Wallin are being recommended for the three-year full term appointments.

This Committee has nine members. City Code requires that at least four of the members be actively employed in a building or property development related industry. Including these four appointments and the reappointment, the nine member Committee will have five members employed in related industries, with four builders and one architect.

The Mayor recommends that the Council confirm her appointment of Tom Frank and Kevin Grey to two-year terms, Tato Munoz and Josh Wallin to three-year terms, and her reappointment of Colby Ricks to a second three-year term on the Impact Fee Advisory Committee.

Approval Process:

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

Budget Impact:

There is no significant budget impact associated with this request.

Regulatory Impact:

Approval of this request will fill all the vacant positions on the Impact Fee Advisory Committee.

History:

N/A

Analysis:

N/A

Conclusion:

The Mayor recommends that the Council confirm her appointment of Tom Frank and Kevin Grey to two-year terms, Tato Munoz and Josh Wallin to three-year terms, and her reappointment of Colby Ricks to a second three-year term on the Impact Fee Advisory Committee.

Attachments:

None



Date: Monday, September 14, 2020
To: Honorable Mayor and City Council
From: Matt Hicks, Police Captain

ACTION ITEM

Request:

Request to approve the purchase of a replacement motorcycle to replace one damaged last month.

Time Estimate:

10 minutes

Background:

The Police Department currently owns five Honda Police Motorcycles that our Traffic Team deploys for traffic enforcement work. These motorcycles have proven invaluable over the past 30 years in our mission to provide a traffic enforcement presence on the community's main arterials and highways. Last month, one of these motorcycle was severely damaged in a traffic collision. While, thankfully, our officer wasn't seriously injured, the motorcycle was damaged beyond repair.

We have an opportunity to purchase a new Harley Davidson motorcycle through a local dealer to replace the one that was damaged. Snake Harley Davidson has quoted us a purchase price for a new Road King Police motorcycle of \$12,872.00. An additional \$4,199.00 will be needed to purchase and outfit the motorcycle with police equipment such as a radio, siren, emergency lights and control box. Finally, the radar unit will also need to be replaced in the amount of \$2629.00. The total amount requested to approve the purchase and outfitting of this motorcycle would be **\$19,700.00**.

Approval Process:

None

Budget Impact:

None. We are requesting a budget amendment to reallocate the remaining capital funds approved in this budget year for the purchase of the evidence van and hybrid patrol cars to cover the total costs of this request.

Regulatory Impact:

None

History:

Analysis:

Conclusion:

Approval of the request described above.

Attachments:

None



Date: Monday, September 14, 2020
To: Mayor and City Council
From: Travis Rothweiler, City Manager

Request

ACTION: Blue Lakes Country Club (BLCC) Agreement

Time Estimate

The estimated amount of time this item will take is 15 minutes

Background

For more nearly four decades, the City of Twin Falls and the Blue Lakes Country Club (BLCC) have operated under a series of agreements regarding Blue Lakes Grade Road maintenance, water rights, maintenance of lake levels in the Blue Lakes, and right to access the City's drinking water wells and transmission pipeline infrastructure.

In total, each party's obligations are described in three separate agreements. Those specific agreements are attached to this request.

The initial Agreement was entered in 1983. This Agreement primarily described the obligations for each property owner to maintain the Blue Lakes Grade Road. Under this Agreement, the BLCC, City and other property owners were obligated to pay for 50%, 6% and 44%, respectively, of the roadway maintenance costs.

In 1992, the City needed to change its point of diversion for collecting and delivering drinking water from its Blue Lakes water source to comply with Federal regulations under the Surface Water Treatment Rule. As a result, the City and BLCC negotiated and modified the 1983 Agreement, which resulted in the 1992 Agreement. As part of the 1992 Agreement, new and additional easements were granted from BLCC to the City for the new water system infrastructure (i.e., wells, structures, pipelines, etc.). In this Agreement, the parties also modified the cost obligations for Blue Lakes Grade Road maintenance. The BLCC and City were obligated to pay 25% and 31%, respectively, of the road maintenance costs. In addition, the City negotiated additional terms regarding maintenance of lake levels for Blue Lakes.

In 2012, property ownership changed and an Agreement specifically dealing with the Blue Lakes Grade road maintenance responsibilities was created. When this Agreement was prepared, the road maintenance percentages for BLCC and City were incorrectly written in and reflected those that were in the 1983 Agreement rather than those in the 1992 Agreement.

The City has spent considerable time, energy and money over the past 37 years fulfilling our obligations under these three agreements. The BLCC acknowledges the City's efforts in working diligently to fulfill its obligations as set forth in Agreements and has worked cooperatively with the City to prepare a new Agreement to supersede all the previous Agreements.

There are three parts to the proposed new Agreement: Blue Lakes Grade roadway maintenance, Blue Lakes lake levels, and the roadside stream.

1. **Blue Lakes Grade Roadway Maintenance.** The roadway maintenance cost sharing percentages will be 31% for the City and 25% for the BLCC. The other percentages remain unchanged. Both parties agree to treat the percentages as though such amounts were in place when the roadway was chip sealed in 2016. As a result, the City agrees to reimburse BLCC for a portion of the City's share that was not previously paid, which amounts to \$13,985.96.
2. **Blue Lakes Water Level.** Since the 1992 Agreement was executed, the City has completed several projects to comply with the obligations to maintain the Upper and Lower Blue Lakes water levels, including the installing an overflow weir with membrane liner on the Lower Lake to restrict and measure the outflow, installation of additional membrane lining in areas of the Lower Lake where water was leaking through cracks and fissures, installation of a water level gauge on the Lower Lake, installation of a measuring weir between the Upper lake and Lower Lake and numerous dye tests and other studies for understanding the water loss from the lakes. BLCC accepts these improvements and agrees the City's efforts and work on the lakes fulfill its obligations under all previous Agreements.
3. **Roadside Stream.** In conjunction with the lake level maintenance projects, the City has worked with BLCC to ensure that there is enough water for aesthetic purposes (6 cfs) in the roadside stream along the Blue Lakes Grade road below the Lower Lake. Improvements will be made to the roadside stream by the City, as described in this Agreement.

Approval

The approval process is 50% +1 of the members of the City Council that are present.

Budget Impact:

By accepting this new Agreement, the City agrees to construct improvements to the roadside stream (approximately \$350,000) and reimburse the BLCC for past road work on the Blue Lakes Grade (\$13,985.96). Both expenses have been funded in the FY 2021 City of Twin Falls budget . The City Manager believes this agreement will save the City significant time and resources in the future, greater than the initial cost to the City.

Regulatory Impact:

None

Attachments

The proposed Agreement between the City of Twin Falls and the Blue Lakes Country Club.

Citizen Input can be made after the presentation in person or by calling: 1-208-939-6718, Conference ID: 302 992 202#. In addition, by email to Citizeninput@tfid.org.

AGREEMENT

THIS AGREEMENT is made and entered into by and between BLUE LAKES COUNTRY CLUB, INC., hereinafter referred to as "BLCC," and the CITY OF TWIN FALLS, hereinafter referred to as "CITY."

Recitals

WHEREAS, BLCC owns and operates a country club and golf course located in the Snake River canyon in Jerome County, Idaho; and,

WHEREAS, the roadway used to access BLCC runs from the end of the Jerome Highway District road at the top of the Snake River canyon grade to the point where such road ends at the cart path east of the existing tee box identified as number 15, formerly identified as number 5, on the BLCC golf course; and,

WHEREAS, the roadway also provides access to the CITY for its purposes to access its wells, pipes, pumps, pumping station and other machinery and equipment needed to pump water from the northside of the Snake River canyon across the Snake River to its city water facilities; and,

WHEREAS, additionally the roadway provides access to other property owners in the canyon area in and around BLCC; and,

WHEREAS, over the years there have been agreements regarding the maintenance of the roadway among BLCC, CITY and the other property owners which spell out the respective obligations of each party to maintain the roadway. Copies of such agreements are attached hereto as Exhibits "1," "2" and "3" and incorporated herein by this reference; and,

WHEREAS, BLCC and CITY have modified their agreements as the CITY has needed to change its operations for capture of water and delivery across BLCC property to its facilities; and,

WHEREAS, in 1983 Exhibit "1" was prepared and executed among BLCC, CITY and the other property owners who use the roadway, in which the sharing obligations for each property owner was established, namely BLCC was obligated to pay for 50% of the maintenance obligations, the CITY was obligated to pay for 6% of the roadway maintenance and the other property owners were obligated to pay 44% of the roadway maintenance obligations; and,

WHEREAS, in 1992 CITY needed to change its point of diversion for collecting water from its Blue Lakes water source and delivering it to its constituents in order to comply with Federal law and regulations for potable water. CITY needed new and additional easements from BLCC to accomplish these purposes; and,

WHEREAS, CITY and BLCC negotiated and modified its agreement regarding the maintenance of the roadway in 1992 which resulted in the Agreement attached as Exhibit "2." By this Agreement, the parties modified the road maintenance sharing obligation between BLCC and CITY whereby CITY would pay 31% of the road maintenance obligations and BLCC would pay 25% of such road maintenance obligations; and,

WHEREAS, additionally CITY and BLCC negotiated additional terms regarding maintenance of lake levels for Blue Lakes and water flow in the roadside stream; and,

WHEREAS, in 2012, the other property owners changed ownership and an agreement entitled BLUE LAKES GRADE ROAD MAINTENANCE AND EASEMENT AGREEMENT was prepared by the new owners of the other properties to reflect the names of the new owners and their obligations with respect to the roadway expenses, however, when this Agreement was prepared the road maintenance percentages for BLCC and CITY were incorrectly written in to reflect the percentages set forth in the Agreement entered into in 1983 and not as modified between BLCC and CITY in 1992. This mistake was missed at the time it was signed by BLCC and needs correction; and,

WHEREAS, CITY has worked diligently to fulfill its obligations regarding maintaining water levels in the Blue Lakes as set forth in Exhibit "2" and CITY has worked with BLCC to reach a solution for providing water to the roadside stream; and,

WHEREAS, CITY and BLCC have agreed to acknowledge the efforts CITY has made to maintain the lake levels as required by Exhibit "2" and to provide water to the roadside stream; and,

WHEREAS, BLCC is willing to accept CITY's efforts for such work on the Blue Lakes water level as described in Exhibit "2;" and,

WHEREAS, BLCC and CITY desire to memorialize their agreement and correct the roadway maintenance sharing obligations by this Agreement.

NOW THEREFORE, it is agreed as follows:

1. **Roadway Maintenance.** The roadway maintenance sharing percentages as set forth in Exhibit "3" were mistakenly set forth as 6% for CITY and 50% for BLCC. The roadway maintenance sharing percentages of 31% for CITY and 25% for BLCC as established in 1992 by the Agreement attached hereto as Exhibit "2" are the correct sharing percentages and BLCC and CITY shall treat these percentages as though such amounts were not modified by Exhibit "3." Specifically, the roadway was chip sealed in 2016 and 56% percent of the total cost was paid by BLCC. Upon execution of this Agreement, CITY will reimburse BLCC for the 31%, the CITY's share, and which amount is \$13,985.96.

2. **Blue Lakes Water Level.** Since the 1992 Agreement attached as Exhibit "2" was executed, CITY has striven to comply with its obligations to maintain the Upper and Lower Blue Lakes water levels as set forth in paragraph 10 of Exhibit "2" attached hereto. Such efforts include, but are not limited to, installing an overflow weir with membrane liner on the lower lake to restrict and measure the outflow, installation of additional membrane lining in areas of the lower lake where water was leaking through cracks and fissures, installation of a water level gauge on the lower lake, installation of measuring weir between the Upper lake and Lower lake and numerous dye tests and other studies for understanding the water loss from the lakes. BLCC accepts and agrees that CITY's efforts and work on the lakes fulfill its obligations to BLCC as set forth in paragraph 10 of Exhibit "2" attached hereto.

3. **Roadside Stream.** As part of CITY's obligations to maintain water levels

in the Lower lake, CITY has worked with BLCC to ensure that there is sufficient water for aesthetic purposes in the roadside stream below the Lower lake. BLCC has applied for and obtained a license from the Idaho Department of Water Resources to divert water out of CITY's pipeline to run water in the roadside stream for aesthetic purposes. CITY and BLCC will operate the water system for the roadside stream pursuant to the terms and provisions set forth in Exhibit "4" attached hereto and incorporated herein by this reference. The terms and provisions of Exhibit "4" may be modified from time to time by the mutual agreement of CITY and BLCC.

4. **Other Agreements.** Except as modified by this Agreement, the documents and agreements attached hereto as Exhibits "1," "2" and "3" shall remain in full force and effect as between the parties hereto. If there are any conflicts between this Agreement and Exhibits "1," "2" and "3," the terms of this Agreement shall apply.

5. **Binding Effect.** This Agreement is binding upon the parties hereto and their heirs, successors and assigns. The covenants and provisions of this Agreement shall run with the land.

6. **Modification.** The terms and provisions of this Agreement may be modified only by the mutual agreement of the parties hereto.

7. **No Joint Venture.** The terms and provisions of this Agreement shall not be construed in any fashion so as to find the parties hereto as partners or joint venturers or to render any party liable for the debts or obligations of the other party.

8. **Attorney Fees.** In the event a dispute arises between the parties hereto and if a lawsuit is filed, the prevailing party in such lawsuit shall be entitled to payment for its reasonable attorney fees and costs incurred in such litigation.

9. **Governing Law.** This Agreement shall be governed by the laws of the State of Idaho.

IN WITNESS WHEREOF the Parties hereto have executed this Agreement on the _____ day of August, 2020.

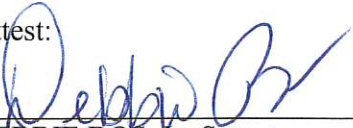
BLUE LAKES COUNTRY CLUB, INC.

By 
CARL SKLAVOS, Its President

CITY OF TWIN FALLS

By _____
SUZANNE HAWKINS, Mayor

Attest:


DEBBIE BOS, Its Secretary

AGREEMENT

THIS AGREEMENT is entered into this _____ day of _____, 1983, between THE BLUE LAKES COUNTRY CLUB, INC., an Idaho corporation, hereinafter referred to as "BLCC", THE CITY OF TWIN FALLS, a municipal corporation, hereinafter referred to as "CITY", BLUE LAKES TROUT FARMS, INC., hereinafter referred to as "FARMS", and KENNETH S. ELLIS and BRENDA ELLIS, husband and wife, and AQUA LIFE, INC., an Idaho corporation, who acquired title as Aqua Life Corporation, an Idaho corporation, hereinafter referred to as "ELLIS".

WHEREAS, The BLCC is the owner of a parcel of real estate more particularly described on Exhibit A hereto; and

WHEREAS, There exists a roadway across said property of BLCC to which the other parties hereto desire access beginning at the top of the Snake River Canyon and extending to the first roadway exit on the west side of said roadway at the bottom of the canyon and just before the private entrance gate to the BLCC to gain access to their respective properties or facilities; and

WHEREAS, It is the desire of all of the parties hereto to maintain said roadway in good repair and maintenance;

THEREFORE, IT IS AGREED AS FOLLOWS:

1. That the BLCC grants to CITY, FARMS, and ELLIS, their heirs, representatives, successors and assigns a perpetual right-of-way and easement to cross the real property to BLCC upon said roadway as described above.

2. The parties to this Agreement hereby agree to share and pay all costs of maintenance, repair and improvement of said roadway on the following basis:

BLCC	50%
CITY	6%
FARMS	22%
ELLIS	22%

3. That a majority of the parties, determined by their pro rata share of costs, shall have the authority and are authorized for and on behalf of all of the parties hereto to reasonably maintain, repair and improve and to employ equipment and labor for the maintenance, repair and improvement of said roadway within the right-of-way, in a reasonable state and condition for the use and benefit of all the parties hereto.

4. All costs incurred hereunder shall be paid by the parties hereto within thirty (30) days after receiving the billing therefor. In the event payment is not made within said thirty (30) day period, then said sum shall bear interest from the billing date at eighteen percent (18%) per annum until paid.

5. It is agreed by all parties hereto that the proportionate costs for maintenance, repair and improvement of said roadway located within said right-of-way shall, from

the date the same are incurred, be a lien upon the respective parcels of land of the parties hereto to which access is obtained over said roadway, together with collection costs and attorneys fees for collection, and shall be assessed in right immediately upon the filing of a Notice of Assessment in the Jerome County Recorder's records. In the event any party is delinquent in the payment of any assessment for a period in excess of thirty (30) days any party may, but only party at any one time, pursue any legal remedy that it may have to collect the costs including but not limited to foreclosure of the lien in the same manner as a mortgage is foreclosed under the laws of the State of Idaho.

6. It is agreed by all parties that this Agreement shall be binding upon the parties and upon their heirs, successors and assigns and shall run with the land owned by said parties which is served by the roadway referred to herein, and be binding upon all present and future owners.

7. This Agreement may be executed in separate or counterparts by any of the parties hereto and shall be deemed completely executed when all parties hereto have executed a copy of it.

BLUE LAKES COUNTRY CLUB, INC.

By C. L. Fisher
President

ATTEST:

James Hunter
Secretary

CITY OF TWIN FALLS

By _____
Mayor

BLUE LAKES TROUT FARMS, INC.

ATTEST:

By _____
President

Secretary

AQUA LIFE, INC.

ATTEST:

By _____
President

Secretary

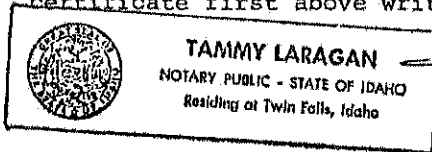
Kenneth L. Ellis

Brenda Ellis

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

On this 22nd day of August, 1983, before me, the undersigned, a Notary Public in and for said State, personally appeared Robert Fisher and James Carter, known to me to be the President and Secretary of BLUE LAKES COUNTRY CLUB, INC., the corporation whose name is subscribed to the foregoing instrument, and acknowledged to me that they executed the same on behalf of said corporation.

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



Tammy Laragan
NOTARY PUBLIC

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

On this ____ day of August, 1983, before me, the undersigned, a Notary Public in and for said State, personally appeared _____, known to me to be the _____ of the CITY OF TWIN FALLS and whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same on behalf of said City of Twin Falls.

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

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

On this ____ day of August, 1983, before me, the undersigned, a Notary Public in and for said State, personally appeared _____ and _____, known to me to be the President and Secretary of BLUE LAKES TROUT FARMS, INC., the corporation whose name is subscribed to the foregoing instrument, and acknowledged to me that they executed the same on behalf of said corporation.

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

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

On this ____ day of August, 1983, before me, the undersigned, a Notary Public in and for said State, personally appeared _____ and _____, known to me to be the President and Secretary of AQUA LIFE, INC., the corporation whose name is subscribed to the foregoing instrument, and acknowledged to me that they executed the same on behalf of said corporation.

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

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

On this ____ day of August, 1983, before me, the undersigned, a Notary Public in and for said State, personally appeared KENNETH L. ELLIS and BRENDA ELLIS, husband and wife, known 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 this certificate first above written.

NOTARY PUBLIC

AGREEMENT

THIS AGREEMENT is entered into this 1 day of August, 1983, between THE BLUE LAKES COUNTRY CLUB, INC., an Idaho corporation, hereinafter referred to as "BLCC", THE CITY OF TWIN FALLS, a municipal corporation, hereinafter referred to as "CITY", BLUE LAKES TROUT FARMS, INC., hereinafter referred to as "FARMS", and KENNETH S. ELLIS and BRENDA ELLIS, husband and wife, and AQUA LIFE, INC., an Idaho corporation, who acquired title as Aqua Life Corporation, an Idaho corporation, hereinafter referred to as "ELLIS".

WHEREAS, The BLCC is the owner of a parcel of real estate more particularly described on Exhibit A hereto; and

WHEREAS, There exists a roadway across said property of BLCC to which the other parties hereto desire access beginning at the top of the Snake River Canyon and extending to the first roadway exit on the west side of said roadway at the bottom of the canyon and just before the private entrance gate to the BLCC to gain access to their respective properties or facilities; and

WHEREAS, It is the desire of all of the parties hereto to maintain said roadway in good repair and maintenance;

THEREFORE, IT IS AGREED AS FOLLOWS:

1. That the BLCC grants to CITY, FARMS, and ELLIS, their heirs, representatives, successors and assigns a perpetual right-of-way and easement to cross the real property to BLCC upon said roadway as described above.
2. The parties to this Agreement hereby agree to share and pay all costs of maintenance, repair and improvement of said roadway on the following basis:

BLCC	50%
CITY	6%
FARMS	22%
ELLIS	22%

3. That a majority of the parties, determined by their pro rata share of costs, shall have the authority and are authorized for and on behalf of all of the parties hereto to reasonably maintain, repair and improve and to employ equipment and labor for the maintenance, repair and improvement of said roadway within the right-of-way, in a reasonable state and condition for the use and benefit of all the parties hereto.

4. All costs incurred hereunder shall be paid by the parties hereto within thirty (30) days after receiving the billing therefor. In the event payment is not made within said thirty (30) day period, then said sum shall bear interest from the billing date at eighteen percent (18%) per annum until paid.

5. It is agreed by all parties hereto that the proportionate costs for maintenance, repair and improvement of said roadway located within said right-of-way shall, from

the date the same are incurred, be a lien upon the respective parcels of land of the parties hereto to which access is obtained over said roadway, together with collection costs and attorneys fees for collection, and shall be assessed in right immediately upon the filing of a Notice of Assessment in the Jerome County Recorder's records. In the event any party is delinquent in the payment of any assessment for a period in excess of thirty (30) days any party may, but only party at any one time, pursue any legal remedy that it may have to collect the costs including but not limited to foreclosure of the lien in the same manner as a mortgage is foreclosed under the laws of the State of Idaho.

6. It is agreed by all parties that this Agreement shall be binding upon the parties and upon their heirs, successors and assigns and shall run with the land (owned by said parties which is served by the roadway referred to herein,) and be binding upon all present and future owners.

7. This Agreement may be executed in separate or counterparts by any of the parties hereto and shall be deemed completely executed when all parties hereto have executed a copy of it.

BLUE LAKES COUNTRY CLUB, INC.

ATTEST:

By _____
President

Secretary

CITY OF TWIN FALLS

By *John T. [Signature]*
Mayor

BLUE LAKES TROUT FARMS, INC.

ATTEST:

By _____
President

Secretary

AQUA LIFE, INC.

ATTEST:

By _____
President

Secretary

Kenneth L. Ellis

Brenda Ellis

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

On this ____ day of August, 1983, before me, the undersigned, a Notary Public in and for said State, personally appeared _____ and _____, known to me to be the President and Secretary of BLUE LAKES COUNTRY CLUB, INC., the corporation whose name is subscribed to the foregoing instrument, and acknowledged to me that they executed the same on behalf of said corporation.

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

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

On this 2 day of ^{September}~~August~~, 1983, before me, the undersigned, a Notary Public in and for said State, personally appeared Chris Tallington, known to me to be the Mayor of the CITY OF TWIN FALLS and whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same on behalf of said City of Twin Falls.

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

Jewel Chandler
NOTARY PUBLIC

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

On this ____ day of August, 1983, before me, the undersigned, a Notary Public in and for said State, personally appeared _____ and _____, known to me to be the President and Secretary of BLUE LAKES TROUT FARMS, INC., the corporation whose name is subscribed to the foregoing instrument, and acknowledged to me that they executed the same on behalf of said corporation.

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

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

On this ____ day of August, 1983, before me, the undersigned, a Notary Public in and for said State, personally appeared _____ and _____, known to me to be the President and Secretary of AQUA LIFE, INC., the corporation whose name is subscribed to the foregoing instrument, and acknowledged to me that they executed the same on behalf of said corporation.

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

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

On this ____ day of August, 1983, before me, the undersigned, a Notary Public in and for said State, personally appeared KENNETH L. ELLIS and BRENDA ELLIS, husband and wife, known 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 this certificate first above written.

NOTARY PUBLIC

AGREEMENT

THIS AGREEMENT is entered into this _____ day of _____, 1983, between THE BLUE LAKES COUNTRY CLUB, INC., an Idaho corporation, hereinafter referred to as "BLCC", THE CITY OF TWIN FALLS, a municipal corporation, hereinafter referred to as "CITY", BLUE LAKES TROUT FARMS, INC., hereinafter referred to as "FARMS", and KENNETH S. ELLIS and BRENDA ELLIS, husband and wife, and AQUA LIFE, INC., an Idaho corporation, who acquired title as Aqua Life Corporation, an Idaho corporation, hereinafter referred to as "ELLIS".

WHEREAS, The BLCC is the owner of a parcel of real estate more particularly described on Exhibit A hereto; and

WHEREAS, There exists a roadway across said property of BLCC to which the other parties hereto desire access beginning at the top of the Snake River Canyon and extending to the first roadway exit on the west side of said roadway at the bottom of the canyon and just before the private entrance gate to the BLCC to gain access to their respective properties or facilities; and

WHEREAS, It is the desire of all of the parties hereto to maintain said roadway in good repair and maintenance;

THEREFORE, IT IS AGREED AS FOLLOWS:

1. That the BLCC grants to CITY, FARMS, and ELLIS, their heirs, representatives, successors and assigns a perpetual right-of-way and easement to cross the real property to BLCC upon said roadway as described above.

2. The parties to this Agreement hereby agree to share and pay all costs of maintenance, repair and improvement of said roadway on the following basis:

BLCC	50%
CITY	6%
FARMS	22%
ELLIS	22%

3. That a majority of the parties, determined by their pro rata share of costs, shall have the authority and are authorized for and on behalf of all of the parties hereto to reasonably maintain, repair and improve and to employ equipment and labor for the maintenance, repair and improvement of said roadway within the right-of-way, in a reasonable state and condition for the use and benefit of all the parties hereto.

4. All costs incurred hereunder shall be paid by the parties hereto within thirty (30) days after receiving the billing therefor. In the event payment is not made within said thirty (30) day period, then said sum shall bear interest from the billing date at eighteen percent (18%) per annum until paid.

5. It is agreed by all parties hereto that the proportionate costs for maintenance, repair and improvement of said roadway located within said right-of-way shall, from

the date the same are incurred, be a lien upon the respective parcels of land of the parties hereto to which access is obtained over said roadway, together with collection costs and attorneys fees for collection, and shall be assessed in right immediately upon the filing of a Notice of Assessment in the Jerome County Recorder's records. In the event any party is delinquent in the payment of any assessment for a period in excess of thirty (30) days any party may, but only party at any one time, pursue any legal remedy that it may have to collect the costs including but not limited to foreclosure of the lien in the same manner as a mortgage is foreclosed under the laws of the State of Idaho.

6. It is agreed by all parties that this Agreement shall be binding upon the parties and upon their heirs, successors and assigns and shall run with the land owned by said parties which is served by the roadway referred to herein, and be binding upon all present and future owners.

7. This Agreement may be executed in separate or counterparts by any of the parties hereto and shall be deemed completely executed when all parties hereto have executed a copy of it.

BLUE LAKES COUNTRY CLUB, INC.

ATTEST:

By _____
President

Secretary

CITY OF TWIN FALLS

By _____
Mayor

BLUE LAKES TROUT FARMS, INC.

ATTEST:

Nedra H. Greene
Secretary

By Bruce M. Greene
President

AQUA LIFE, INC.

ATTEST:

By _____
President

Secretary

Kenneth L. Ellis

Brenda Ellis

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

On this ____ day of August, 1983, before me, the undersigned, a Notary Public in and for said State, personally appeared _____ and _____, known to me to be the President and Secretary of BLUE LAKES COUNTRY CLUB, INC., the corporation whose name is subscribed to the foregoing instrument, and acknowledged to me that they executed the same on behalf of said corporation.

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

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

On this ____ day of August, 1983, before me, the undersigned, a Notary Public in and for said State, personally appeared _____, known to me to be the _____ of the CITY OF TWIN FALLS and whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same on behalf of said City of Twin Falls.

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

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

On this 25th day of August, 1983, before me, the undersigned, a Notary Public in and for said State, personally appeared Veray M. Greene and Nedro H. Greene, known to me to be the President and Secretary of BLUE LAKES TROUT FARMS, INC., the corporation whose name is subscribed to the foregoing instrument, and acknowledged to me that they executed the same on behalf of said corporation.

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

Colleen Martin
NOTARY PUBLIC

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

On this _____ day of August, 1983, before me, the undersigned, a Notary Public in and for said State, personally appeared _____ and _____, known to me to be the President and Secretary of AQUA LIFE, INC., the corporation whose name is subscribed to the foregoing instrument, and acknowledged to me that they executed the same on behalf of said corporation.

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

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

On this _____ day of August, 1983, before me, the undersigned, a Notary Public in and for said State, personally appeared KENNETH L. ELLIS and BRENDA ELLIS, husband and wife, known 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 this certificate first above written.

NOTARY PUBLIC

AGREEMENT

THIS AGREEMENT is entered into this _____ day of _____, 1983, between THE BLUE LAKES COUNTRY CLUB, INC., an Idaho corporation, hereinafter referred to as "BLCC", THE CITY OF TWIN FALLS, a municipal corporation, hereinafter referred to as "CITY", BLUE LAKES TROUT FARMS, INC., hereinafter referred to as "FARMS", and KENNETH S. ELLIS and BRENDA ELLIS, husband and wife, and AQUA LIFE, INC., an Idaho corporation, who acquired title as Aqua Life Corporation, an Idaho corporation, hereinafter referred to as "ELLIS".

WHEREAS, The BLCC is the owner of a parcel of real estate more particularly described on Exhibit A hereto; and

WHEREAS, There exists a roadway across said _____ hereto desire

LAW OFFICES

BENOIT, ALEXANDER, SINCLAIR,
HARWOOD & HIGH

126 SECOND AVENUE NORTH

POST OFFICE BOX 386

TWIN FALLS, IDAHO 83303-0386

AREA CODE 208

TELEPHONE 733-5463

KETCHUM OFFICE

P. O. BOX 2246

KETCHUM, IDAHO 83340

(208) 726-4900

HARRY BENOIT 1893-1968

EDWARD L. BENOIT

J. ROBERT ALEXANDER

J. WALTER SINCLAIR

ROBERT M. HARWOOD

THOMAS B. HIGH

FRITZ A. WONDERLICH

STEVEN D. PETERSON

July 1, 1988

Mr. Fritz A. Wonderlich
City Attorney
P.O. Box 1907
Twin Falls, ID 83303-1907

RE: Blue Lakes Country Club

Dear Fritz:

Enclosed please find copies of the road maintenance agreement signed by C. F. Fisher and James Tarter; Percy M. Greene, and Chris Talkington for your file. The originals will be retained in our file.

Very truly yours,

Walter

J. Walter Sinclair

JWS/JSI/ka

Enclosure

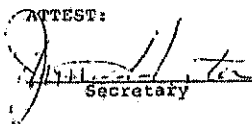
the date the same are incurred, be a lien upon the respective parcels of land of the parties hereto to which access is obtained over said roadway, together with collection costs and attorneys fees for collection, and shall be assessed in right immediately upon the filing of a Notice of Assessment in the Jarome County Recorder's records. In the event any party is delinquent in the payment of any assessment for a period in excess of thirty (30) days any party may, but only party at any one time, pursue any legal remedy that it may have to collect the costs including but not limited to foreclosure of the lien in the same manner as a mortgage is foreclosed under the laws of the State of Idaho.

6. It is agreed by all parties that this Agreement shall be binding upon the parties and upon their heirs, successors and assigns and shall run with the land owned by said parties which is served by the roadway referred to herein, and be binding upon all present and future owners.

7. This Agreement may be executed in separate or counterparts by any of the parties hereto and shall be deemed completely executed when all parties hereto have executed a copy of it.

BLUE LAKES COUNTRY CLUB, INC.

ATTEST:


Secretary

By


President

CITY OF TWIN FALLS

By

Mayor

BLUE LAKES TROUT FARMS, INC.

ATTEST:

Secretary

By

President

AQUA LIFE, INC.

ATTEST:

Secretary

By

President

Kenneth L. Ellis

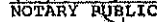
Brenda Ellis

AGREEMENT - 2.

STATE OF IDAHO)
County of Twin Falls) ss.

On this 22nd day of August, 1983, before me, the undersigned, a Notary Public in and for said State, personally appeared W. T. Fisher and James Taylor, known to me to be the President and Secretary of BLUE LAKES COUNTRY CLUB, INC., the corporation whose name is subscribed to the foregoing instrument, and acknowledged to me that they executed the same on behalf of said corporation.

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



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

On this _____ day of August, 1983, before me, the undersigned, a Notary Public in and for said State, personally appeared _____, known to me to be the _____ of the CITY OF TWIN FALLS and whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same on behalf of said City of Twin Falls.

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

STATE OF IDAHO)
County of Twin Falls) ss.

On this _____ day of August, 1983, before me, the undersigned, a Notary Public in and for said State, personally appeared _____ and _____ known to me to be the President and Secretary of BLUE LAKES TROUT FARMS, INC., the corporation whose name is subscribed to the foregoing instrument, and acknowledged to me that they executed the same on behalf of said corporation.

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

STATE OF IDAHO }
County of Twin Falls } ss.

On this ____ day of August, 1983, before me, the undersigned, a Notary Public in and for said State, personally appeared _____ and _____ known to me to be the President and Secretary of AQUA LIFE, INC., the corporation whose name is subscribed to the foregoing instrument, and acknowledged to me that they executed the same on behalf of said corporation.

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

STATE OF IDAHO }
County of Twin Falls } ss.

On this ____ day of August, 1983, before me, the undersigned, a Notary Public in and for said State, personally appeared KENNETH L. ELLIS and BRENDA ELLIS, husband and wife, known 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 this certificate first above written.

NOTARY PUBLIC

AGREEMENT - 4.

COUNCIL PROCEEDINGS, AUGUST 1, 1983.

CONSENT CALENDAR:

1. Approve the minutes of the previous meeting.
2. Approve the minutes of the Advisory Boards and Commissions.
3. Approve License Applications.
4. Approve payroll for July, 1983.
5. Approve bills for July, 1983.

PUBLIC HEARINGS:

1. Consideration of an amendment to the zoning ordinance regulating the location for storage of toxic material.

FINDINGS OF FACT AND CONCLUSIONS OF LAW:

1. Approval of a special use permit for a drive-in-window for the Take-Out (1100 Block, Kimberly Road).

OTHER ITEMS FOR CONSIDERATION:

1. Consideration of an amendment to the zoning ordinance regulating the location for storage of toxic material.
2. Engineering service contract with Montgomery Engineers for the design of hydrogen sulfide control facilities in the Grandview Interceptor.
3. Agreement with Blue Lakes Country Club, Blue Lakes Trout Farm, Aqua Life and Ken Ellis for the maintenance of the Blue Lakes Road.
4. Deferral Agreements: (a) Wayne Campbell (b) T.J.C.
5. Technical Committee for Toxic Material.
6. Adjournment.

COUNCIL PROCEEDINGS, AUGUST 1, 1983

PRESENT: Mayor Chris Talkington, Councilman Paul Newton, Emery Petersen, Alan Wubker, Gale Kleinkopf, John Peterson,
Mary McClusky and City Manager Tom Courtney.

ABSENT: None

CONSENT CALENDAR:

1. Approve the minutes of the previous meeting.
2. Approve the minutes of the Advisory Boards and Commissions.
3. Approve license applications.

MOTEL

Knotty Pine Motel - 1828 Kimberly Rd.
Motel 6 - 1472 Blue Lakes Blvd. North

2ND HAND

Hitching Post - 284 Washington North

DRIVE IN

West Virginian - 761 Main Avenue East
Shake-Out - Kimberly Road
Artic Circle - Lynwood Mall

4. Approve payroll for July, 1983.
5. Approve bills for July, 1983.

PAYROLL

\$322,510.61

ACCOUNTS PAYABLE

\$479,326.81

Councilman Emery Petersen moved to approve the Consent Calendar. The motion was seconded by Councilman John Peterson and the motion was unanimously carried upon roll call.

PUBLIC HEARINGS: (7:02)

1. Consideration of an amendment to the zoning ordinance regulating the location for storage of toxic material.

THOSE WISHING TO SPEAK:

- (a) Bill Wright, 663 Mt. View Drive, Member of the P & Z Committee and chairman of the committee to draw up the proposed ordinance on toxic material, gave a report to the Council as to the committees findings and feelings.
- (b) Edna Lee, 140 Blue Lakes South, representative of the committee on toxic chemicals, asked that the following be considered.

- (a) More footage between the warehouses and residential areas.
- (b) Better wording in the ordinance.
- (c) Firemen cannot fight a pestiside fire by law.
- (d) Firemen can only put water on the surrounding buildings to save them.

Mrs. Lee presented a petition to the Council with 118 signatures requesting the City Council to enact a stronger zoning ordinance concerning locations of toxic substance facilities.

Mrs. Lee also presented a copy of an ordinance in existance and working order being used by the City of Cincinnati.

- (c) Shirley Beezley, 190 Blue Lakes South, stated she was a tax payer and was never notified that such a warehouse was being placed there. She also objected to the fumes and the threat of fire.
- (c) Bill Chisholm, Rt. #3 Buhl, Idaho, recommended the Council look at the issue and go for the most stringent laws to protect the citizens. Mr. Chesim also said he would make available to the Council tapes on chemicals.
- (e) Edna Rains, 210 Buena Vista, said she also was never notified that the warehouse was going to be located near her. Mrs. Rains said it was time the people controlled the industries and not the industries controlling the people because people and pesticides do not mix.
- (f) Elmo Muir, 1542 Addison Avenue East, owner of one of the warehouses and lessee of another, asked how many of the 118 people that signed the petition were from the Buena Vista Area. Mr. Muir stated that since the warehouses started into business 5 years ago 10 companies have come to this area and now 2 companies have left because of the unfounded complaints.

Mr. Muir also brought up the following items:

- (a) Taxes will go up if the companies leave.
- (b) Crop dusting airplanes spread more pesticides than his warehouse ever will.
- (c) The chemicals were moved out of his warehouse this spring.
- (d) The State chemical inspectors have been here and not found anything wrong.
- (e) They only sell the products and do not open or use them.
- (f) The fumes cannot cause illnesses. Mr. Muir will produce literature from several companies to prove this.
- (g) All of the employees have training sessions on how to handle the chemicals.
- (h) It is so easy to handle that even the State does not require permits.
- (i) State inspectors are in twice a year.
- (j) There have been no side effects show up in any of the employees from the handling of the chemicals. or breathing of the fumes.

(g) Al Heib, 141 DuBois, stated he leased the warehouse to Mr. Muir and has been a resident of Twin Falls for 50 years and could not see why the City would let a very small minority of people harass a businessman enough for him to loose his business. Mr. Heib is a realtor and stated that several companies have located outside of town and other places because of the harassment from people. He also has known Wilber Ellis and Elmo Muir for years and they run a very clean business.

(h) Judy Wagner, 601 Addison Avenue West, complained to the Council of headaches and the very real smell coming from the warehouses. She suggested strong safety standards, strong ordinance and swift, competent and effective monitoring.

Jim Lee, 140 Blue Lakes South, stated he had seen grandulated pesticides in the yard and alley that look like "nerds" candy and he also stated that animals and children cannot read signs. Mr. Lee did not feel that 1500 feet was unreasonable.

Barbara Stone, 5 miles west of Jerome, stated she was a farmer that used chemicals but people should not harm other peoples health just so they could cut costs, she also stated that the odor from pesticides do matter.

There being no one else wishing to speak the public hearing was closed at 7:37 P.M..

OTHER ITEMS FOR CONSIDERATION:

1. Zoning ordinance regulating the location for storage of toxic material.

Councilman Wubker moved to table the proposed ordinance until further study could be made. The motion was seconded by Councilman Emery Petersen and the motion was unanimously carried upon roll call.

FINDINGS OF FACT AND CONCLUSIONS OF LAW:

1. Approval of a special use permit for a drive-in-window for the Take-Out (1100 Block, Kimberly Road).

Tom Courtney, City Manager, explained the Findings of Fact and Conclusions of Law to the Council and Audience.

Councilman Alan Wubker moved to approve the Findings of Fact and Conclusions of Law for a Special Use permit for a drive-in-window for the Take-Out in the 1100 block of Kimberly Road. The motion was seconded by Councilman John Peterson and the vote was as follows: those voting "AYE" - Mayor Chris Talkington, Councilman Gale Kleinkopf, Paul Newton, Emery Petersen, John Peterson and Alan Wubker. Those voting "NAY" - None. Councilwoman Mary McClusky did not vote as she was absent at the July 18, 1983, meeting. The motion carried.

OTHER ITEMS FOR CONSIDERATION:

2. Consideration of a engineering service contract with Montgomery Engineers for the design of hydrogen sulfide control facilities in the Grandview Interceptor.

Tom Courtney, City Manager, explained the three phases at a total cost of \$17,156.00. Mr. Courtney recommended the Council authorize the mayor to execute the contract on behalf of the City and to proceed with haste.

A discussion between the Council and Gary Young, City Engineer, ensued.

Councilman Paul Newton moved the Council authorize the Mayor to execute the contract with Montgomery Engineers for the three phases not to exceed \$17,156.00. The motion was seconded by Councilwoman Mary McClusky and the vote upon roll call was as follows: those voting "AYE" - Mayor Chris Talkington, Councilmen Paul Newton, Emery Petersen, John Peterson, and Councilwoman Mary McClusky. Those voting "NAY" - Councilman Alan Wubker. The motion carried.

3. Consideration of an agreement with Blue Lakes Country Club, Blue Lakes Trout Farm, Aqua Life and Ken Ellis for the maintenance of the Blue Lakes Road.

Tom Courtney, City Manager, explained the agreement to the Council and recommended they authorize the Mayor to execute the agreement on behalf of the City as it had been informally in force for several years. The cost would be split as follows: 50% - Blue Lakes Country Club, 22% - Blue Lakes Trout Farm, 22% - Ken Ellis and Aqua Life, 6% - City of Twin Falls. Our costs have run in the past approximately as follows: 1981 - \$3,000.00, 1982 - \$.00, 1983 - \$4,000.00.

The Council suggested the City be given advance notice as to the cost instead of just a bill.

Councilman Alan Wubker moved the Mayor be authorized to execute the Agreement with Blue Lakes Country Club, Blue Lakes Trout Farm, Aqua Life and Ken Ellis for maintenance of the Blue Lakes Road. The motion was seconded by Councilman Gale Kleinkopf and the motion was unanimously carried upon roll call.

4. Deferral Agreements: (a) Wayne Campbell - 3072 Boehn Estates Dr. for Curb & Gutter. (b) T.J.C. - 735 2nd Avenue North for paved parking.

Gary Young, City engineer, explained the Deferral agreements to the Council and recommended approval.

Councilman Emery Petersen moved approval of the Deferral Agreements to Wayne Campbell at 3072 Boehn Estates Drive for Curb and Gutter and T.J.C. , 735 2nd Avenue North for paved parking.

The motion was seconded by Councilwoman Mary McClusky and the motion was unanimously carried upon roll call.

5. Technical Committee for storage of toxic material.

Councilman Gale Kleinkopf was asked by the Council to be chairman of the Committee. Several names were suggested of qualified people to be on the committee with him. The Council left the final choice up to the City Manager and Councilman Kleinkopf.

The Committee was charged with (a) Determination of categories that represent potential hazardous substances (b) knowledgeable on air transmission factors.

6. Adjournment

There being no other business to attend to the meeting was adjourned at 7:57 P.M..

Deputy City Clerk

Jewel Chandler

AGREEMENT

KNOW ALL PERSONS TO WHOM THESE PRESENTS COME that this Agreement is made and entered into this 17th day of December, 1992, by and between Blue Lakes Country Club, Inc. (hereinafter referred to as "BLCC") and the City of Twin Falls, Idaho (hereinafter referred to as "City");

W I T N E S S E T H

WHEREAS, the City desires to relocate the point at which it diverts water for municipal use in order to meet the requirements of the U.S. Environmental Protection Agency's Surface Water Treatment Rule; and

WHEREAS, the City proposes to relocate said point of diversion from Alpheus Creek to the Blue Lakes Spring; and

WHEREAS, the BLCC is willing to permit the City to so relocate said point of diversion on real property owned by the BLCC, under certain terms and conditions;

NOW, THEREFORE, for and in consideration of the mutual terms, covenants and provisions set forth below, the parties do hereby mutually agree as follows:

1. The BLCC hereby covenants and agrees to grant and convey unto the City a permanent easement and right of way over the premises herein described and owned by BLCC, as a means of ingress and egress from the present point of diversion to that point where the main Blue Lakes Spring discharges, which is the relocated point of diversion. The specific right of way said easement reserves will be mutually agreed upon and will be described in Attachment "A," attached hereto and incorporated herein by reference. (See Paragraph 7, below). Within this above-described easement and right of way,

the parties anticipate an access road, a pipeline, a water diversion structure, and a water pumping station, the latter located at a point above the head of the spring at the top of Upper Blue Lakes, known as Blue Lakes Spring. The access road and pipeline easement will be at least twenty (20) feet wide, with an additional area included, for the diversion structure. The right of way and easement contemplated herein shall be kept open at all times for use by the City, its' personnel and authorized agents. The right of way and easement shall run with the land and shall remain an incumbrance upon said real property for the benefit of the City.

2. The City agrees to withdraw its' protest to BLCC's current pending application, number 36-07895, before the Idaho Water Resources Board.

3. The City agrees to not protest BLCC's application to the Idaho Water Resources Board to divert up to 3.0 cfs total for irrigation of not more than 120 acres total. Further, the City agrees to permit BLCC to use up to 1.8 cfs of city water for irrigation purposes, if the following conditions are met:

a. The City does not need this amount of water for municipal purposes; and

b. The additional diversion described in this paragraph is not calculated as part of the minimum lake level requirement, as set forth in paragraph 10 below; and

c. BLCC is not able to acquire the necessary permit to divert additional water from the relevant authorities.

4. No part of this Agreement shall be construed so as to compromise any part or amount of either partys' existing water rights.

5. The City agrees to not seek permission or authority for, or to

construct, a power generation facility located on the easement granted herein to the City, without the prior written approval of BLCC.

6. With respect to the road which runs from the end of the Jerome Highway District road at the top of the Snake River canyon grade and to the point of said road ending at the cart path east of existing tee box number 5 on the BLCC golf course, the parties agree as follows:

a. The City shall improve the road as part of the 1993 water system improvement project;

b. Regarding the cost of such improvement of said road, the City shall be obligated to no more than the first 80% of the project cost, which percentage is estimated to equal \$168,640. BLCC is responsible for 10.5% of the improvement project costs, which is estimated to be \$22,000.

c. Future maintenance costs of said road for normal wear and tear shall be apportioned between the parties to this agreement as follows:

City	31%
BLCC	25%

For purposes of this Agreement, maintenance will not include snow removal.

7. The parties hereto shall mutually agree upon the location of the easement and right of way access road contemplated herein, in order to attempt to locate said access road such that it does not interfere with future construction plans of BLCC.

8. The City agrees to perform all construction work required to implement this Agreement in such a manner that the affected area is returned to its pre-construction condition to the extent possible. The City agrees to install a temporary sprinkler system in the construction area for purposes of re-vegetating the area, if water can be diverted from the Blue Lakes for this purpose. The temporary sprinkler system will be removed when re-vegetation is

complete. BLCC agrees to not unreasonably withhold its' consent or approval with respect to environmental and aesthetic features of the City's water diversion project. BLCC's input and consent regarding technical aspects of the project shall be made by qualified professionals willing to spend time to properly interface with the City's consulting supervisor.

9. The parties agree that use of the access road, diversion area and pipeline easement shall be restricted to authorized city personnel or their agents. The City shall indemnify and hold BLCC harmless on damage to City facilities located thereon.

10. The parties agree that, in the event the Upper or Lower Blue Lakes water level drops more than six (6) inches during the period of April 1 - September 30, annually, and such drop is attributable to the City's water diversion, the City shall undertake measures to mitigate such drop at City expense. The parties agree that the irrigation diversion set forth in Paragraph 3(b) above shall not be considered in calculating whether or not the lakes have dropped in water level. Upon request by BLCC, the City will test and demonstrate at reasonable intervals that the City is complying with the above standard.

11. In the event the City should in the future abandon the source of water contemplated herein, the City shall be released from its' percentage obligation for maintenance of the road as described in Paragraph 6 above.

12. This Agreement is specifically conditioned upon the prior official approval by the Idaho Department of Water Resources, the U.S. Environmental Protection Agency (USEPA) and the Idaho Division of Environmental Quality, Department of Health and Welfare (IDEQ) to the change in point of water diversion contemplated by this Agreement.

13. Further, this Agreement is specifically conditioned upon the City actually changing the point of water diversion which is contemplated herein, and none of the duties and obligations herein expressed shall arise unless and until this occurs.

14. This Agreement shall be executed by the parties in duplicate originals.

DATED this 17th day of December, 1992.

BLUE LAKES COUNTRY CLUB, INC.

By: James Alexander
AUTHORIZED AGENT

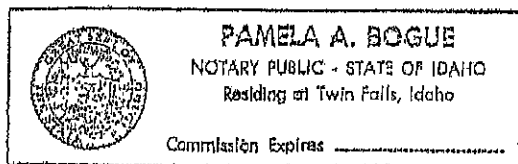
CITY OF TWIN FALLS

By: Howard L. Allen
AUTHORIZED AGENT

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

On this 29th day of December, 1992, before me, the undersigned, a Notary Public, personally appeared J. ROBERT ALEXANDER known or identified to me to the authorized agent of Blue Lakes Country Club, Inc., one of the corporations that executed the instrument or the person who executed the instrument on behalf of said corporation, and acknowledged to me that such corporation 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.



Pamela A. Bogue
NOTARY PUBLIC FOR IDAHO
Residing at: _____
My Commission Expires: 8-20-93

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

On this 12th day of November, 1992, before me, a Notary Public for the State of Idaho, personally appeared James L. Allen known or identified to me to be the Mayor of the City of Twin Falls, State of Idaho that executed said instrument and acknowledged to me that such City of Twin Falls, State of Idaho 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.

James Hall
NOTARY PUBLIC FOR IDAHO
Residing at: Twin Falls
My Commission Expires: 10-26-97

(twinfalls/agreement)

Instrument # 2121823

JEROME COUNTY, JEROME, IDAHO

4-26-2012 09:17:09 No. of Pages: 28

Recorded for: THORNTON BYRON LLP

MICHELLE EMERSON

Ex-Officio Recorder Deputy Fee: \$1.00

BLUE LAKES GRADE ROAD MAINTENANCE AND EASEMENT AGREEMENT

THIS BLUE LAKES GRADE ROAD MAINTENANCE AND EASEMENT AGREEMENT ("Agreement") is entered into effective the 1st day of March, 2012, by and between BLUE LAKES COUNTRY CLUB, INC., an Idaho corporation ("Country Club"), the CITY OF TWIN FALLS, a municipal corporation (the "City"), BLUE LAKES TROUT COMPANY LLC, an Idaho limited liability company ("BLTC"), NORTH SNAKE GROUND WATER DISTRICT, MAGIC VALLEY GROUND WATER DISTRICT, AMERICAN FALLS-ABERDEEN GROUND WATER DISTRICT, and BINGHAM GROUND WATER DISTRICT (collectively the "Districts") and the STATE OF IDAHO by and through the IDAHO WATER RESOURCE BOARD, a constitutionally established State Water Resource Agency ("TWRB"), collectively the "Parties."

WHEREAS, there exists a roadway hereinafter referred to as "Blue Lakes Grade Road" legally described on Exhibit "A" attached hereto, beginning at the intersection of Golf Course Road and Blue Lakes Grade Road near the rim of Snake River Canyon and extending in a Southwesterly direction down the canyon to the intersection of Blue Lakes Grade Road and Warm Creek Road, which all the Parties hereto use for purposes of ingress and egress to their respective properties; and

WHEREAS, Blue Lakes Grade Road transverses several tracts of land owned by certain Parties to this Agreement before reaching the intersection of Blue Lakes Grade Road and Warm Creek Road; and

WHEREAS, the Country Club is the owner of certain real property located in Jerome County, Idaho described in Exhibit "B", which exhibit is attached hereto and incorporated herein ("Country Club's Property"); and

WHEREAS, the City is the owner of certain real property (or water pumping facilities) located in Jerome County, Idaho described in Exhibit "C", which exhibit is attached hereto and incorporated herein (the "City's Property"); and

WHEREAS, the Districts are the owners of certain parcels of real property located in Jerome County, Idaho described in Exhibit "D", which exhibit is attached hereto and incorporated herein ("District's Property");

WHEREAS, BLTC is the owner of certain parcels of real property located in Jerome County, Idaho described in Exhibit "E", which exhibit is attached hereto and incorporated herein ("BLTC's Property"); and

WHEREAS, The State of Idaho, by and through the Idaho Water Resource Board is the owner of certain real property located in Jerome County, Idaho described in Exhibit "F", which exhibit is attached hereto and incorporated herein ("TWRB's Property"); and

WHEREAS, the Parties to this Agreement desire to define and document the historical easement for ingress and egress across Blue Lakes Grade Road; and

WHEREAS, the Parties further desire that Blue Lakes Grade Road be maintained in good repair for the benefit of the Parties and that certain Parties share the costs of maintaining, repairing and improving Blue Lakes Grade Road as set forth herein.

NOW, THEREFORE, for value received, including the performances, payments and conveyances to be made by the Parties as set forth herein, the Parties agree as follows:

1. Definition of Road. For purposes of this Agreement, only that portion of Blue Lakes Grade Road that is legally described in Exhibit "A" attached hereto and incorporated herein shall be included in the definition of "Blue Lakes Grade Road" and subject to this Agreement.
2. Grant of Easement. The Country Club hereby grants to the City, BLTC, Districts and IWRB, and to each of their respective heirs, representatives, agents, guests, invitees, employees, successors and assigns, a non-exclusive, perpetual right-of-way and easement to, from, upon, over and across the real property owned or controlled by the Country Club for purposes of ingress and egress upon the Blue Lakes Grade Road.
3. Performance of Road Maintenance and Repair. The City and the Country Club shall be responsible for performing and completing all maintenance, repairs and improvements of Blue Lakes Grade Road, including without limitation removal of debris, snow-plowing, applying ice melt materials, gravel, or salt, and repairing pot-holes. The City and the Country Club shall have the responsibility and authority, and are authorized for and on behalf of all the Parties to this Agreement and their successors and assigns, to maintain, repair and improve Blue Lakes Grade Road in a reasonable state and condition for the use and benefit of all the Parties hereto.
4. Payment for the Cost of Road Maintenance and Repair. The Parties that own the parcels of real property described on Exhibits B, C, D and F, on their own behalf and on behalf of their successors and assigns, agree to share the costs and expenses of maintaining, repairing and improving Blue Lakes Grade Road according to the following percentages:

Country Club (Exhibit B)	50%
City (Exhibit C parcel)	6%
Districts (jointly and severally) (Exhibit D parcel)	22%
IWRB (Exhibit F parcel)	22%

provided however, that in the event of repairs or improvements to Blue Lakes Grade Road that exceed a total repair or improvement project cost of Fifty Thousand Dollars (\$50,000.00) in any calendar year, the written approval of the Parties responsible for sharing the costs and expenses of maintaining, repairing and improving Blue Lakes Grade Road shall be required prior to such Parties being responsible for their respective share of the costs of making such repairs or improvements. For purposes of clarification,

the owner of the BLTC Property described on Exhibit E attached hereto, shall not be responsible for contribution towards the costs and expenses of maintaining, repairing and improving Blue Lakes Grade Road. All costs and expenses incurred hereunder associated with the maintenance, repair or improvement of Blue Lakes Grade Road shall be due and payable, in accordance with the percentages set forth above, thirty (30) days after the invoice is received. If payment is not made within the thirty (30) day period, then the sum outstanding shall bear interest from the billing date at the rate of twelve percent (12%) per annum until paid.

5. Covenants Run with the Land. This Agreement shall be binding upon and inure to the benefit of each of the Parties hereto and upon their respective heirs, successors and assigns.
6. No Gift or Public Dedication. Nothing contained in this Agreement shall or shall be deemed to constitute a gift or dedication of any portion of the Easement, or the use thereof, to the general public, for the benefit of the general public or for any public purpose whatsoever.
7. No Joint Venture. Nothing contained in this Agreement shall be construed to make the Parties partners or joint venturers or to render any party liable for the debts or obligations of any other party.
8. Disputes. If any controversy, dispute, claim, question or difference ("Dispute") arises with respect to this Agreement or its performance, enforcement, breach, termination or validity, the parties shall use all reasonable commercial efforts to settle the Dispute. To this end, they shall consult and negotiate with each other in good faith and understanding of their mutual interests to reach a just and equitable solution satisfactory to all parties. If the parties do not reach a mutually acceptable solution based on their efforts to settle the Dispute within a period of fourteen (14) days following the first notice of the Dispute by any party, then the parties shall submit the Dispute to mediation pursuant to this Agreement. If the parties do not reach a mutually acceptable solution through mediation, the parties shall submit the Dispute to binding arbitration pursuant to this Agreement. Any mediation or arbitration shall take place in Twin Falls, Idaho.
 - A. Mediation. The parties agree to have the Dispute mediated by one of the following people or organizations (in the order listed), circumstances permitting: (i) a mediator appointed by the mutual agreement of the parties, or (ii) upon the failure to mutually agree upon a mediator, a mediator appointed by the American Arbitration Association. The parties agree to follow the mediation procedure selected by the mediator. Mediation shall terminate upon the written request of the mediator or any party.
 - B. Arbitration. If the parties do not reach a mutually acceptable solution through mediation, the parties shall submit the Dispute to binding arbitration. The parties agree to have the dispute arbitrated by one of the following people or organizations (in the order listed), circumstances permitting: (i) an arbitrator appointed by the mutual agreement of

the parties, or (ii) upon the failure to mutually agree upon an arbitrator, an arbitrator appointed by the American Arbitration Association. The arbitrator shall resolve the Dispute. The arbitrator may decide whether matters have been properly submitted to the arbitrator for decision, whether there exists a Dispute, and whether this section and the arbitration provisions provided here were properly invoked by the parties. The arbitrator may act until all questions, disputes, and controversies are determined, adjudged, and resolved. The arbitrator shall conduct the arbitration proceedings in accordance with the rules of the American Arbitration Association, then in effect, except where this Agreement makes a special provision. The arbitration decision shall be given in writing, shall provide reasons for the decision, and shall be final and binding on the parties, not subject to any appeal, and shall deal with the question of costs of arbitration and all related matters. Except as otherwise provided in this Agreement or otherwise decided by the arbitrator, the fees and other costs associated with the arbitrator shall be shared equally by the adverse parties and each party shall be responsible for its own attorney fees and costs. Judgment upon any arbitration decision may be entered in any court having jurisdiction or application may be made to the court for a judicial recognition of the arbitration decision or an order of enforcement, as the case may be.

9. Entire Agreement and Waiver. This Agreement supersedes and replaces any and all prior access, ingress and egress easements or understandings with respect to the use of Blue Lakes Grade Road. This Agreement constitutes the entire agreement between the parties and supersedes any and all previous oral or written agreements between the parties concerning the subject matters of this Agreement.
10. Governing Law. This Agreement shall be governed by the laws of the State of Idaho.
11. Recording. Upon execution by all the Parties, this Agreement shall be recorded in the Jerome County, Idaho property records.

[Signatures on Following Pages]

CITY OF TWIN FALLS

By: [Signature]
Its: Mayor
Dated: March 21, 2012

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

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

LEILA A. SANCHEZ
NOTARY PUBLIC
STATE OF IDAHO

NOTARY PUBLIC for Idaho
Residing at: Twin Falls
Commission Expires: May

NORTH SNAKE GROUND WATER DISTRICT

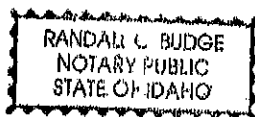
By:

Its:

Dated:

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

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



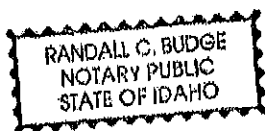
BLUE LAKES GRADE ROAD MAINTENANCE AND EASEMENT AGREEMENT-8

AMERICAN FALLS-ABERDEEN GROUND
WATER DISTRICT

By: [Signature]
Its: Chairman
Dated: 3-7-2012

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

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



Fundell A. Budge
 NOTARY PUBLIC for Idaho
 Residing at: *Pocatello, ID*
 Commission Expires: *10/11/2016*

IN WITNESS WHEREOF the Parties identified herein executed this Agreement on the date following their signatures, effective as of the date first set forth above.

BINGHAM GROUND WATER DISTRICT

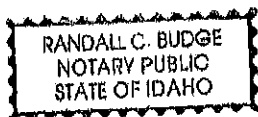
By: [Signature]
Its: Paul Chalmers
Dated: 6-7-2012

ACKNOWLEDGMENT

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

On this 7th day of March, 2012, before me, the undersigned, a Notary Public in and for said State, personally appeared Craig Evans, known or identified to me to be the Chairman of BINGHAM GROUND WATER DISTRICT, the person that executed the within and foregoing instrument, or the person who executed the instrument on behalf of said District, and acknowledged to me that such person executed the same.

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



Randall C. Budge
NOTARY PUBLIC for Idaho
Residing at: Pocatello, ID
Commission Expires: 10/11/2016

Exhibit "A"

Legal Description of Blue Lakes Grade Road Easement

February 16, 2012

BLUE LAKES GRADE ROAD EASEMENT

A 30 FOOT WIDE EASEMENT FOR INGRESS AND EGRESS, ALONG THE EXISTING BLUE LAKES GRADE ROAD, LOCATED IN SECTION 28, TOWNSHIP 9 SOUTH, RANGE 17 EAST, BOISE MERIDIAN, JEROME COUNTY, IDAHO, THE SIDELINES OF SAID EASEMENT BEING 15 FEET EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE:

COMMENCING AT THE NORTHEAST CORNER OF SECTION 29, TOWNSHIP 9 SOUTH, RANGE 17 EAST, BOISE MERIDIAN, MARKED BY A 3 INCH BUREAU OF LAND MANAGEMENT BRASS CAP MONUMENT AS DESCRIBED IN CORNER PERPETUATION INST. NO. 2012294; THENCE SOUTH 00°31'16" WEST, ALONG THE EAST LINE OF SAID SECTION 29, (BASIS OF BEARING PER CENTRAL MERIDIAN OF CENTRAL ZONE OF IDAHO STATE PLANE COORDINATE SYSTEM), A DISTANCE OF 1439.45 FEET TO A MEANDER CORNER RIGHT BANK (OLD) SNAKE RIVER OF SECTIONS 28 AND 29, MARKED BY A 1/2 INCH REBAR (NO CAP) AS DESCRIBED IN RECORD OF SURVEY INST. NO. 2012583; THENCE SOUTH 00°25'10" WEST, ALONG THE EAST LINE OF SAID SECTION 29, A DISTANCE OF 1549.01 FEET TO A CLOSING CORNER LEFT BANK (OLD) SNAKE RIVER SECTIONS 28 AND 29, MARKED BY A CHISELED "X" ON CLIFF FACE AS DESCRIBED IN RECORD OF SURVEY INST. NO. 2012583; THENCE SOUTH 78°58'35" WEST A DISTANCE OF 667.71 FEET TO A LARGE LAVA BOULDER WITH CHISELED "X" AS DESCRIBED IN CORNER PERPETUATION INST. NO. 267144; THENCE SOUTH 66°13'24" EAST A DISTANCE OF 3396.35 FEET TO A POINT BEING THE INTERSECTION OF THE SOUTHERLY RIGHT OF WAY LINE OF WARM SPRINGS ROAD AND THE CENTERLINE OF BLUE LAKES GRADE ROAD, BEING THE POINT OF BEGINNING;

THENCE NORTH 30°18'16" EAST A DISTANCE OF 3.52 FEET TO A POINT OF CURVATURE OF A 175.00 FOOT RADIUS CURVE WHOSE CENTER BEARS NORTH 59°41'44" WEST;
THENCE FOLLOWING SAID CURVE IN A COUNTER-CLOCKWISE DIRECTION FOR AN ARC DISTANCE OF 112.77 FEET, THROUGH A CENTRAL ANGLE OF 36°55'22" (THE CHORD OF SAID CURVE BEARS NORTH 11°50'35" EAST A DISTANCE OF 110.83 FEET), TO A POINT OF TANGENCY;
THENCE NORTH 06°37'06" WEST A DISTANCE OF 23.29 FEET TO A POINT OF CURVATURE OF A 175.00 FOOT RADIUS CURVE WHOSE CENTER BEARS NORTH 83°22'54" EAST;
THENCE FOLLOWING SAID CURVE IN A CLOCKWISE DIRECTION FOR AN ARC DISTANCE OF 92.51 FEET, THROUGH A CENTRAL ANGLE OF 30°17'14" (THE CHORD OF SAID CURVE BEARS NORTH 08°31'31" EAST A DISTANCE OF 91.43 FEET), TO A POINT OF TANGENCY;
THENCE NORTH 23°40'08" EAST A DISTANCE OF 40.49 FEET TO A POINT OF CURVATURE OF A 200.00 FOOT RADIUS CURVE WHOSE CENTER BEARS NORTH 66°19'52" WEST;
THENCE FOLLOWING SAID CURVE IN A COUNTER-CLOCKWISE DIRECTION FOR AN ARC DISTANCE OF 111.04 FEET, THROUGH A CENTRAL ANGLE OF 31°48'34" (THE CHORD OF SAID CURVE BEARS NORTH 07°45'51" EAST A DISTANCE OF 109.62 FEET), TO A POINT OF TANGENCY;

THENCE NORTH 08°08'26" WEST A DISTANCE OF 21.92 FEET TO A POINT OF CURVATURE OF A
 150.00 FOOT RADIUS CURVE WHOSE CENTER BEARS NORTH 81°51'34" EAST;
 THENCE FOLLOWING SAID CURVE IN A CLOCKWISE DIRECTION FOR AN ARC DISTANCE OF 56.32
 FEET, THROUGH A CENTRAL ANGLE OF 21°30'46" (THE CHORD OF SAID CURVE BEARS NORTH
 02°36'57" EAST A DISTANCE OF 55.99 FEET), TO A POINT OF TANGENCY;
 THENCE NORTH 13°22'20" EAST A DISTANCE OF 208.95 FEET TO A POINT OF CURVATURE OF A
 250.00 FOOT RADIUS CURVE WHOSE CENTER BEARS NORTH 76°37'40" WEST;
 THENCE FOLLOWING SAID CURVE IN A COUNTER-CLOCKWISE DIRECTION FOR AN ARC
 DISTANCE OF 67.75 FEET, THROUGH A CENTRAL ANGLE OF 15°31'39" (THE CHORD OF SAID
 CURVE BEARS NORTH 05°36'30" EAST A DISTANCE OF 67.54 FEET), TO A POINT OF TANGENCY;
 THENCE NORTH 02°09'19" WEST A DISTANCE OF 44.55 FEET TO A POINT OF CURVATURE OF A
 150.00 FOOT RADIUS CURVE WHOSE CENTER BEARS NORTH 87°50'41" EAST;
 THENCE FOLLOWING SAID CURVE IN A CLOCKWISE DIRECTION FOR AN ARC DISTANCE OF 57.89
 FEET, THROUGH A CENTRAL ANGLE OF 22°06'50" (THE CHORD OF SAID CURVE BEARS NORTH
 08°54'06" EAST A DISTANCE OF 57.54 FEET), TO A POINT OF TANGENCY;
 THENCE NORTH 19°57'31" EAST A DISTANCE OF 40.44 FEET TO A POINT OF CURVATURE OF A
 150.00 FOOT RADIUS CURVE WHOSE CENTER BEARS NORTH 70°02'29" WEST;
 THENCE FOLLOWING SAID CURVE IN A COUNTER-CLOCKWISE DIRECTION FOR AN ARC
 DISTANCE OF 63.43 FEET, THROUGH A CENTRAL ANGLE OF 24°13'47" (THE CHORD OF SAID
 CURVE BEARS NORTH 07°50'37" EAST A DISTANCE OF 62.96 FEET), TO A POINT OF TANGENCY;
 THENCE NORTH 04°16'16" WEST A DISTANCE OF 102.62 FEET TO A POINT OF CURVATURE OF A
 150.00 FOOT RADIUS CURVE WHOSE CENTER BEARS NORTH 85°43'44" EAST;
 THENCE FOLLOWING SAID CURVE IN A CLOCKWISE DIRECTION FOR AN ARC DISTANCE OF 38.93
 FEET, THROUGH A CENTRAL ANGLE OF 14°52'16" (THE CHORD OF SAID CURVE BEARS NORTH
 03°09'52" EAST A DISTANCE OF 38.82 FEET), TO A POINT OF TANGENCY;
 THENCE NORTH 10°36'00" EAST A DISTANCE OF 182.00 FEET TO A POINT OF CURVATURE OF A
 175.00 FOOT RADIUS CURVE WHOSE CENTER BEARS SOUTH 79°24'00" EAST;
 THENCE FOLLOWING SAID CURVE IN A CLOCKWISE DIRECTION FOR AN ARC DISTANCE OF
 146.18 FEET, THROUGH A CENTRAL ANGLE OF 47°51'31" (THE CHORD OF SAID CURVE BEARS
 NORTH 34°31'45" EAST A DISTANCE OF 141.96 FEET), TO A POINT OF TANGENCY;
 THENCE NORTH 58°27'31" EAST A DISTANCE OF 68.02 FEET TO A POINT OF CURVATURE OF A
 200.00 FOOT RADIUS CURVE WHOSE CENTER BEARS NORTH 31°32'29" WEST;
 THENCE FOLLOWING SAID CURVE IN A COUNTER-CLOCKWISE DIRECTION FOR AN ARC
 DISTANCE OF 120.54 FEET, THROUGH A CENTRAL ANGLE OF 34°32'01" (THE CHORD OF SAID
 CURVE BEARS NORTH 41°11'30" EAST A DISTANCE OF 118.73 FEET), TO A POINT OF TANGENCY;
 THENCE NORTH 23°55'30" EAST A DISTANCE OF 101.98 FEET TO A POINT OF CURVATURE OF A
 200.00 FOOT RADIUS CURVE WHOSE CENTER BEARS SOUTH 66°04'30" EAST;
 THENCE FOLLOWING SAID CURVE IN A CLOCKWISE DIRECTION FOR AN ARC DISTANCE OF
 153.58 FEET, THROUGH A CENTRAL ANGLE OF 43°59'47" (THE CHORD OF SAID CURVE BEARS
 NORTH 45°55'24" EAST A DISTANCE OF 149.83 FEET), TO A POINT OF TANGENCY;
 THENCE NORTH 67°55'17" EAST A DISTANCE OF 77.91 FEET TO A POINT OF CURVATURE OF A
 200.00 FOOT RADIUS CURVE WHOSE CENTER BEARS NORTH 22°04'43" WEST;

THENCE FOLLOWING SAID CURVE IN A COUNTER-CLOCKWISE DIRECTION FOR AN ARC
 DISTANCE OF 56.41 FEET, THROUGH A CENTRAL ANGLE OF $16^{\circ}09'32''$ (THE CHORD OF SAID
 CURVE BEARS NORTH $59^{\circ}50'31''$ EAST A DISTANCE OF 56.22 FEET), TO A POINT OF TANGENCY;
 THENCE NORTH $51^{\circ}45'45''$ EAST A DISTANCE OF 147.16 FEET TO A POINT OF CURVATURE OF A
 17.00 FOOT RADIUS CURVE WHOSE CENTER BEARS NORTH $38^{\circ}14'15''$ WEST;
 THENCE FOLLOWING SAID CURVE IN A COUNTER-CLOCKWISE DIRECTION FOR AN ARC
 DISTANCE OF 48.83 FEET, THROUGH A CENTRAL ANGLE OF $164^{\circ}34'07''$ (THE CHORD OF SAID
 CURVE BEARS NORTH $30^{\circ}31'19''$ WEST A DISTANCE OF 33.69 FEET), TO A POINT OF TANGENCY;
 THENCE SOUTH $67^{\circ}11'38''$ WEST A DISTANCE OF 177.82 FEET TO A POINT OF CURVATURE OF A
 75.00 FOOT RADIUS CURVE WHOSE CENTER BEARS SOUTH $22^{\circ}48'22''$ EAST;
 THENCE FOLLOWING SAID CURVE IN A COUNTER-CLOCKWISE DIRECTION FOR AN ARC
 DISTANCE OF 34.56 FEET, THROUGH A CENTRAL ANGLE OF $26^{\circ}24'11''$ (THE CHORD OF SAID
 CURVE BEARS SOUTH $53^{\circ}59'32''$ WEST A DISTANCE OF 34.26 FEET), TO A POINT OF TANGENCY;
 THENCE SOUTH $40^{\circ}47'27''$ WEST A DISTANCE OF 23.91 FEET TO A POINT OF CURVATURE OF A
 150.00 FOOT RADIUS CURVE WHOSE CENTER BEARS NORTH $49^{\circ}12'33''$ WEST;
 THENCE FOLLOWING SAID CURVE IN A CLOCKWISE DIRECTION FOR AN ARC DISTANCE OF 67.42
 FEET, THROUGH A CENTRAL ANGLE OF $25^{\circ}45'16''$ (THE CHORD OF SAID CURVE BEARS SOUTH
 $53^{\circ}40'05''$ WEST A DISTANCE OF 66.86 FEET), TO A POINT OF TANGENCY;
 THENCE SOUTH $66^{\circ}32'43''$ WEST A DISTANCE OF 23.33 FEET TO A POINT OF CURVATURE OF A
 150.00 FOOT RADIUS CURVE WHOSE CENTER BEARS NORTH $28^{\circ}27'17''$ WEST;
 THENCE FOLLOWING SAID CURVE IN A CLOCKWISE DIRECTION FOR AN ARC DISTANCE OF
 140.46 FEET, THROUGH A CENTRAL ANGLE OF $53^{\circ}39'07''$ (THE CHORD OF SAID CURVE BEARS
 NORTH $86^{\circ}37'44''$ WEST A DISTANCE OF 135.38 FEET), TO A POINT OF TANGENCY;
 THENCE NORTH $59^{\circ}48'11''$ WEST A DISTANCE OF 128.21 FEET TO A POINT OF CURVATURE OF A
 175.00 FOOT RADIUS CURVE WHOSE CENTER BEARS NORTH $30^{\circ}11'49''$ EAST;
 THENCE FOLLOWING SAID CURVE IN A CLOCKWISE DIRECTION FOR AN ARC DISTANCE OF
 126.25 FEET, THROUGH A CENTRAL ANGLE OF $41^{\circ}20'06''$ (THE CHORD OF SAID CURVE BEARS
 NORTH $39^{\circ}08'08''$ WEST A DISTANCE OF 123.53 FEET), TO A POINT OF TANGENCY;
 THENCE NORTH $18^{\circ}28'05''$ WEST A DISTANCE OF 47.43 FEET TO A POINT OF CURVATURE OF A
 100.00 FOOT RADIUS CURVE WHOSE CENTER BEARS SOUTH $71^{\circ}31'55''$ WEST;
 THENCE FOLLOWING SAID CURVE IN A COUNTER-CLOCKWISE DIRECTION FOR AN ARC
 DISTANCE OF 24.96 FEET, THROUGH A CENTRAL ANGLE OF $14^{\circ}17'57''$ (THE CHORD OF SAID
 CURVE BEARS NORTH $25^{\circ}37'04''$ WEST A DISTANCE OF 24.89 FEET), TO A POINT OF TANGENCY;
 THENCE NORTH $32^{\circ}46'03''$ WEST A DISTANCE OF 332.25 FEET TO A POINT OF CURVATURE OF A
 62.00 FOOT RADIUS CURVE WHOSE CENTER BEARS SOUTH $57^{\circ}13'57''$ WEST;
 THENCE FOLLOWING SAID CURVE IN A COUNTER-CLOCKWISE DIRECTION FOR AN ARC
 DISTANCE OF 182.15 FEET, THROUGH A CENTRAL ANGLE OF $168^{\circ}19'35''$ (THE CHORD OF SAID
 CURVE BEARS SOUTH $63^{\circ}04'10''$ WEST A DISTANCE OF 123.36 FEET), TO A POINT OF TANGENCY;
 THENCE SOUTH $21^{\circ}05'38''$ EAST A DISTANCE OF 70.75 FEET TO A POINT OF CURVATURE OF A
 100.00 FOOT RADIUS CURVE WHOSE CENTER BEARS SOUTH $68^{\circ}54'22''$ WEST;
 THENCE FOLLOWING SAID CURVE IN A CLOCKWISE DIRECTION FOR AN ARC DISTANCE OF 24.86
 FEET, THROUGH A CENTRAL ANGLE OF $14^{\circ}14'28''$ (THE CHORD OF SAID CURVE BEARS SOUTH
 $13^{\circ}58'24''$ EAST A DISTANCE OF 24.79 FEET), TO A POINT OF TANGENCY;

THENCE SOUTH 06°51'10" EAST A DISTANCE OF 285.18 FEET TO A POINT OF CURVATURE OF A 43.00 FOOT RADIUS CURVE WHOSE CENTER BEARS SOUTH 83°08'50" WEST;
THENCE FOLLOWING SAID CURVE IN A CLOCKWISE DIRECTION FOR AN ARC DISTANCE OF 114.60 FEET, THROUGH A CENTRAL ANGLE OF 152°41'49" (THE CHORD OF SAID CURVE BEARS SOUTH 69°29'45" WEST A DISTANCE OF 83.57 FEET), TO A POINT OF TANGENCY;
THENCE NORTH 34°09'21" WEST A DISTANCE OF 404.61 FEET TO A POINT OF CURVATURE OF A 300.00 FOOT RADIUS CURVE WHOSE CENTER BEARS SOUTH 55°50'39" WEST;
THENCE FOLLOWING SAID CURVE IN A COUNTER-CLOCKWISE DIRECTION FOR AN ARC DISTANCE OF 59.76 FEET, THROUGH A CENTRAL ANGLE OF 11°24'48" (THE CHORD OF SAID CURVE BEARS NORTH 39°51'45" WEST A DISTANCE OF 59.66 FEET), TO A POINT OF TANGENCY;
THENCE NORTH 45°34'09" WEST A DISTANCE OF 48.91 FEET TO A POINT ON BLUE LAKES GRADE ROAD THAT IS MAINTAINED BY THE COUNTY OF JEROME BEING THE POINT OF TERMINUS.

Exhibit "H"

Legal Description of the Country Club's Property

Insert

Exhibit "C"

Legal Description of the City's Property

Insert

Exhibit "D"

Legal Description of District's Property

A PARCEL OF LAND LOCATED IN A PORTION OF LOTS 13 AND 14, SECTION 28, AND A PORTION OF LOTS 18 AND 19, SECTION 29, TOWNSHIP 9 SOUTH, RANGE 17 EAST, BOISE MERIDIAN, JEROME COUNTY IDAHO, DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SECTION 29, TOWNSHIP 9 SOUTH, RANGE 17 EAST, BOISE MERIDIAN, MARKED BY A 3 INCH BUREAU OF LAND MANAGEMENT BRASS CAP MONUMENT AS DESCRIBED IN CORNER PERPETUATION INST. NO. 2012294; THENCE SOUTH $00^{\circ}31'16''$ WEST, ALONG THE EAST LINE OF SAID SECTION 29, (BASIS OF BEARING PER CENTRAL MERIDIAN OF CENTRAL ZONE OF IDAHO STATE PLANE COORDINATE SYSTEM), A DISTANCE OF 1439.45 FEET TO A MEANDER CORNER RIGHT BANK (OLD) SNAKE RIVER OF SECTIONS 28 AND 29, MARKED BY A 1/2 INCH REBAR (NO CAP) AS DESCRIBED IN RECORD OF SURVEY INST. NO. 2012583; THENCE SOUTH $00^{\circ}25'10''$ WEST, ALONG THE EAST LINE OF SAID SECTION 29, A DISTANCE OF 1549.01 FEET TO A CLOSING CORNER LEFT BANK (OLD) SNAKE RIVER SECTIONS 28 AND 29, MARKED BY A CHISELED "X" ON CLIFF FACE AS DESCRIBED IN RECORD OF SURVEY INST. NO. 2012583; THENCE SOUTH $78^{\circ}58'35''$ WEST A DISTANCE OF 667.71 FEET TO A LARGE LAVA BOULDER WITH CHISELED "X" AS DESCRIBED IN CORNER PERPETUATION INST. NO. 267144, BEING THE POINT OF BEGINNING.

THENCE SOUTH $44^{\circ}58'30''$ EAST A DISTANCE OF 530.00 FEET TO A FOUND 1/2 INCH REBAR (NO CAP) BEING THE NORTHWEST CORNER OF A PARCEL OF LAND DESCRIBED IN DEED INST. NO. 2120046; THENCE CONTINUING SOUTH $44^{\circ}58'30''$ EAST, ALONG THE SOUTHERLY BOUNDARY LINE OF SAID PARCEL OF LAND, A DISTANCE OF 611.00 FEET; THENCE SOUTH $18^{\circ}53'32''$ EAST, ALONG THE SOUTHERLY BOUNDARY LINE OF SAID PARCEL OF LAND, A DISTANCE OF 166.00 FEET; THENCE SOUTH $37^{\circ}19'32''$ EAST, ALONG THE SOUTHERLY BOUNDARY LINE OF SAID PARCEL OF LAND, A DISTANCE OF 223.00 FEET TO THE SOUTHWEST CORNER OF A PARCEL OF LAND DESCRIBED IN DEED INST. NO. 316342; THENCE SOUTH $48^{\circ}37'32''$ EAST, ALONG THE SOUTH BOUNDARY LINE OF SAID PARCEL OF LAND DESCRIBED IN DEED INST. NO. 316342, A DISTANCE OF 174.00 FEET TO AN ANGLE POINT ON THE SOUTH BOUNDARY LINE OF A PARCEL OF LAND DESCRIBED IN DEED INST. NO. 2072572 (PARCEL 2); THENCE SOUTH $56^{\circ}14'32''$ EAST A DISTANCE OF 105.45 FEET TO THE SOUTHWEST CORNER OF A PARCEL OF LAND DESCRIBED IN DEED INST. NO. 2120049; THENCE SOUTH $56^{\circ}14'32''$ EAST, ALONG THE SOUTHERLY BOUNDARY LINE OF SAID PARCEL OF LAND, A DISTANCE OF 127.00 FEET TO THE SOUTHWEST CORNER OF A PARCEL OF LAND DESCRIBED IN DEED INST. NO. 2072572, (PARCEL 8); THENCE CONTINUING SOUTH $56^{\circ}14'32''$ EAST, ALONG THE SOUTHERLY BOUNDARY LINE OF SAID PARCEL OF LAND, A DISTANCE OF 254.00 FEET TO THE SOUTHWEST CORNER OF A PARCEL OF LAND DESCRIBED IN DEED INST. NO. 2072572 (PARCEL 11); THENCE SOUTH $59^{\circ}07'09''$ EAST A DISTANCE OF 420.55 FEET; THENCE SOUTH $77^{\circ}55'15''$ EAST A DISTANCE OF 47.26 FEET; THENCE NORTH $61^{\circ}33'32''$ EAST A DISTANCE OF 151.96 FEET; THENCE SOUTH $23^{\circ}17'14''$ EAST A DISTANCE OF 102.43 FEET; THENCE SOUTH $71^{\circ}11'49''$ WEST A DISTANCE OF 242.16 FEET TO THE SOUTHEAST CORNER OF A PARCEL OF LAND DESCRIBED IN DEED INST. NO. 2120047; THENCE NORTH $56^{\circ}14'32''$ WEST, ALONG THE SOUTHERLY BOUNDARY LINE OF SAID PARCEL OF LAND, A DISTANCE OF 132.42 FEET TO THE NORTHEAST CORNER OF A PARCEL OF LAND DESCRIBED IN DEED INST. NO. 2072572,

(PARCEL 12); THENCE SOUTH 22°33'27" WEST, ALONG THE WESTERLY BOUNDARY LINE OF SAID PARCEL OF LAND, A DISTANCE OF 97.85 FEET TO THE APPROXIMATE HIGH WATER MARK OF THE NORTH BANK OF THE SNAKE RIVER; THENCE ALONG THE APPROXIMATE HIGH WATER MARK OF THE NORTH BANK OF THE SNAKE RIVER FOR THE NEXT TWENTY SIX (26) COURSES;

- (1) NORTH 40°38'24" WEST A DISTANCE OF 61.29 FEET;
 - (2) NORTH 47°53'20" WEST A DISTANCE OF 94.30 FEET;
 - (3) NORTH 48°19'24" WEST A DISTANCE OF 144.58 FEET;
 - (4) NORTH 46°51'47" WEST A DISTANCE OF 130.20 FEET;
 - (5) NORTH 56°08'30" WEST A DISTANCE OF 118.13 FEET;
 - (6) NORTH 58°10'53" WEST A DISTANCE OF 147.09 FEET;
 - (7) NORTH 61°47'44" WEST A DISTANCE OF 53.52 FEET;
 - (8) NORTH 75°10'57" WEST A DISTANCE OF 34.57 FEET;
 - (9) NORTH 85°53'55" WEST A DISTANCE OF 61.79 FEET;
 - (10) NORTH 69°57'28" WEST A DISTANCE OF 159.12 FEET;
 - (11) NORTH 63°02'30" WEST A DISTANCE OF 142.02 FEET;
 - (12) NORTH 77°00'41" WEST A DISTANCE OF 77.61 FEET;
 - (13) SOUTH 49°56'58" WEST A DISTANCE OF 111.92 FEET;
 - (14) SOUTH 75°19'46" WEST A DISTANCE OF 70.20 FEET;
 - (15) NORTH 35°52'47" WEST A DISTANCE OF 107.64 FEET;
 - (16) NORTH 54°35'29" WEST A DISTANCE OF 88.81 FEET;
 - (17) SOUTH 70°43'42" WEST A DISTANCE OF 81.75 FEET;
 - (18) SOUTH 79°46'43" WEST A DISTANCE OF 105.71 FEET;
 - (19) NORTH 85°01'57" WEST A DISTANCE OF 97.54 FEET;
 - (20) NORTH 43°32'19" WEST A DISTANCE OF 41.09 FEET;
 - (21) NORTH 24°57'26" WEST A DISTANCE OF 72.03 FEET;
 - (22) NORTH 00°59'28" WEST A DISTANCE OF 96.37 FEET;
 - (23) SOUTH 75°16'23" WEST A DISTANCE OF 132.14 FEET;
 - (24) NORTH 79°51'22" WEST A DISTANCE OF 35.54 FEET;
 - (25) NORTH 74°00'47" WEST A DISTANCE OF 68.09 FEET;
 - (26) NORTH 70°41'14" WEST A DISTANCE OF 10.00 FEET;
- THENCE ALONG THE EASTERLY AND NORTHERLY BOUNDARY LINE OF A PARCEL OF LAND DESCRIBED IN DEED INST. NO. 2081786 FOR THE NEXT FOUR (4) COURSES;
- (1) NORTH 16°56'58" EAST A DISTANCE OF 388.68 FEET;
 - (2) NORTH 36°13'32" WEST A DISTANCE OF 20.01 FEET;
 - (3) NORTH 48°58'32" WEST A DISTANCE OF 430.00 FEET;
 - (4) NORTH 58°49'28" EAST A DISTANCE OF 380.00 FEET TO THE POINT OF BEGINNING.

CONTAINING 23.22 ACRES MORE OR LESS.

Exhibit "E"

Legal Description of BLTC's Property (Excess Land)

The real property described on Instrument No. 316342 recorded in Jerome County, Idaho on June 15, 1989; the real property described on Instrument Nos. 2072572 and 2072573, recorded in Jerome County, Idaho on May 1, 2007; the real property described on Instrument No. 2073381 recorded in Jerome County, Idaho on June 6, 2007; the real property described on Instrument No. 2082907 recorded in Jerome County, Idaho on May 30, 2008; the real property described on Instrument No. 2114116 recorded in Jerome County, Idaho on August 31, 2011; and the real property described on Instrument Nos. 2120045, 2120046, 2120048 and 2120049, all recorded in Jerome County, Idaho on January 5, 2012.

Save and except the real property described on Exhibit "D" attached to this BLUE LAKES GRADE ROAD MAINTENANCE AND EASEMENT AGREEMENT.

Exhibit "F"

Legal Description of IWRB's Property

(See Attached)

PARCEL A:

TOWNSHIP 9 SOUTH, RANGE 17 EAST OF THE BOISE MERIDIAN,
JEROME COUNTY, IDAHO

THAT PART OF:

SECTION 19: LOT 13, NE $\frac{1}{4}$ SE $\frac{1}{4}$, SE $\frac{1}{4}$ SE $\frac{1}{4}$;

SECTION 20: LOTS 3 AND 4;

SECTION 29: LOTS 8, 9, 10, 11, 12, 13, 14, 15, 16, 17 AND 18;

SECTION 30: LOTS 8, 9, 13 AND 14;

ALL OF WHICH IS MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTH ONE-SIXTEENTH CORNER BETWEEN
SECTIONS 29 AND 30;

THENCE RUNNING SOUTH 71°48' EAST FOR 4,082.0 FEET TO A LARGE
LAVA BOULDER MARKED BY A CHISELED CROSS, SAID LAVA
BOULDER BEING THE REAL POINT OF BEGINNING;

THENCE ALONG THE WESTERLY BOUNDARY OF A TRACT OF LAND
OWNED BY PERCY GREEN AND HAROLD S. MILLER KNOWN AS THE
BLUE LAKES TROUT FARM PROPERTY ON THE FOLLOWING
COURSES:

SOUTH 59°18' WEST FOR 380.0 FEET;

THENCE SOUTH 48°30' EAST FOR 430.0 FEET;

THENCE SOUTH 35°45' EAST FOR 320.0 FEET;

THENCE SOUTH 22°41' WEST FOR 190.0 FEET;

THENCE SOUTH 11°37' WEST FOR 131.0 FEET MORE OR LESS, TO
THE MEAN HIGH WATER MARK OF THE RIGHT BANK OF THE SNAKE
RIVER;

THENCE RUNNING ALONG THE HIGH WATER MARK OF THE SNAKE
RIVER IN THE NORTHWESTERLY DIRECTION FOR 7,900.0 FEET, MORE
OR LESS;

THENCE IN A NORTHEASTERLY DIRECTION ALONG SAID HIGH
WATER LINE FOR 2,000.0 FEET; MORE OR LESS TO THE NORTHERLY
BOUNDARY OF LOT 13 OF SECTION 19;

THENCE EASTERLY ALONG SAID NORTHERLY BOUNDARY TO THE

NORTHEAST CORNER OF SAID LOT 13;
THENCE NORTHERLY ALONG THE WESTERLY BOUNDARY OF THE
NEXSEN TO THE INTERSECTION OF SAID WESTERLY BOUNDARY,
AND THE TOP EDGE OF THE RIMROCK;
THENCE IN A SOUTHEASTERLY DIRECTION FOR 7,900.0 FEET, MORE
OR LESS, TO THE EASTERLY BOUNDARY OF LOTS 14 AND 18 OF
SECTION 29 EXTENDED;
THENCE SOUTHERLY ALONG SAID EASTERLY BOUNDARY TO THE
NORTHERLY BOUNDARY OF THE ABOVE DESCRIBED BLUE LAKES
TROUT FARM PROPERTY;
THENCE NORTH 44°30' WEST FOR 45.0 FEET, MORE OR LESS, TO THE
REAL POINT OF BEGINNING.

EXCEPTING THEREFROM THE SUNNYBROOK SUBDIVISION NO. 1 IN A
PART OF LOT 4 OF SECTION 20 AND IN A PART OF LOTS 9 AND 10 OF
SECTION 29.

AND EXCEPTING THEREFROM THE FOLLOWING DESCRIBED PARCEL
OF LAND:

LOTS 8, 9, 10, 11, 12, 14, 15, 18 AND 19 OF SECTION 29, TOWNSHIP 9
SOUTH, RANGE 17, EAST OF THE BOISE MERIDIAN, AND BEING MORE
PARTICULARLY DESCRIBED AS FOLLOWS:
COMMENCING AT THE NORTH ONE-SIXTEENTH CORNER BETWEEN
SECTIONS 29 AND 30;

THENCE RUNNING SOUTH 71°48' EAST FOR 4,082.0 FEET TO A LARGE
LAVA BOULDER MARKED BY A CHISELED CROSS, SAID LAVA
BOULDER BEING THE REAL POINT OF BEGINNING;

THENCE ALONG THE WESTERLY BOUNDARY OF A TRACT OF LAND
OWNED BY PERCY GREEN AND HAROLD S. MILLER KNOWN AS THE
BLUE LAKES TROUT FARM PROPERTY ON THE FOLLOWING
COURSES:

SOUTH 59°18' WEST FOR 380.0 FEET;
THENCE SOUTH 48°30' EAST FOR 430.0 FEET;
THENCE SOUTH 35°45' EAST FOR 320.0 FEET;
THENCE SOUTH 22°41' WEST FOR 190.0 FEET;
THENCE SOUTH 11°37' WEST FOR 181.0 FEET, MORE OR LESS, TO
THE MEAN HIGH WATER MARK OF THE RIGHT BANK OF THE SNAKE
RIVER;
THENCE RUNNING ALONG THE HIGH WATER MARK OF THE SNAKE
RIVER IN A NORTHWESTERLY DIRECTION FOR 1,890 FEET, MORE OR
LESS, TO THE WEST LINE OF LOT 18 OF SAID SECTION 29;
THENCE NORTH ALONG THE WEST LINE OF LOTS 18 AND 14 OF SAID
SECTION 29 FOR 1,480.0 FEET;
THENCE NORTH 54°00' WEST FOR 710.0 FEET, MORE OR LESS, TO
THE CENTERLINE OF A FORK IN AN EXISTING ROAD;
THENCE NORTHWESTERLY ALONG THE CENTERLINE OF THE NORTH
FORK OF SAID ROAD FOR 695 FEET;
THENCE SOUTH 85°00' WEST FOR 375.0 FEET;
THENCE NORTH 58°00' WEST FOR 440 FEET;

THENCE NORTH 85°00' WEST FOR 154.0 FEET, MORE OR LESS, TO
THE CENTERLINE OF A FORK IN AN EXISTING ROAD;
THENCE NORTHWESTERLY ALONG THE CENTERLINE OF THE WEST
FORK OF SAID ROAD FOR 1,786.0 FEET, MORE OR LESS, TO THE
WEST LINE OF LOT 10 OF SAID SECTION 29;
THENCE NORTH ALONG SAID WEST LINE FOR 175.00 FEET, MORE OR
LESS, TO THE NORTHWEST CORNER OF SAID SECTION 29, BEING A
UNITED STATES GEODETIC SURVEY BRASS CAP;
THENCE EAST ALONG THE NORTH LINE OF LOT 10 OF SAID SECTION
29 FOR 210.67 FEET TO THE NORTHWESTERLY BOUNDARY OF
SUNNYBROOK SUBDIVISION NO. 1;
THENCE SOUTH 32°57' WEST ALONG SAID NORTHWESTERLY
BOUNDARY FOR 44.10 FEET TO THE WESTERN MOST POINT OF SAID
SUBDIVISION;
THENCE SOUTHEASTERLY ALONG THE SOUTHWESTERLY
BOUNDARY OF SAID SUBDIVISION FOR THE FOLLOWING 18
COURSES AND DISTANCES:

SOUTH 61°20.4' EAST, 100.50 FEET;
SOUTH 71°52.6' EAST, 175.86 FEET;
SOUTH 54°34' EAST, 96.54 FEET;
SOUTH 24°53' EAST, 101.97 FEET;
SOUTH 51°21.6' EAST, 116.07 FEET;
SOUTH 47°33' EAST, 104.00 FEET;
SOUTH 38°33.4' EAST, 102.21 FEET;
SOUTH 65°54.3' EAST, 98.96 FEET;
SOUTH 37°13.6' EAST, 50.03 FEET;
SOUTH 65°43.9' EAST, 83.51 FEET;
NORTH 72°42' EAST, 100.00 FEET;
SOUTH 47°33' EAST, 10.00 FEET;
SOUTH 26°42' WEST, 85.00 FEET;
SOUTH 32°51.4' EAST, 118.04 FEET;
SOUTH 50°09.6' EAST 99.46 FEET;
SOUTH 64°51.7' EAST, 102.43 FEET;
SOUTH 49°00.4' EAST, 99.50 FEET;
NORTH 39°00' EAST, 40.0 FEET, MORE OR LESS, TO THE CENTERLINE
OF AN EXISTING ROAD;
THENCE EASTERLY ALONG THE CENTERLINE OF SAID ROAD FOR
560.0 FEET;
THENCE NORTH 54°37' EAST FOR 400.00 FEET;
THENCE SOUTH 44°00' EAST, 3,385.00 FEET, MORE OR LESS, TO THE
REAL POINT OF BEGINNING.

AND EXCEPTING THEREFROM A TRACT OF LAND LOCATED IN LOT 13
OF SECTION 19, TOWNSHIP 9 SOUTH, RANGE 17, EAST OF THE BOISE
MERIDIAN, DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF LOT 13 OF SAID
SECTION 19;
THENCE NORTH ALONG THE EAST LINE OF SAID LOT 13 FOR 310.0
FEET;

THENCE WEST AND PARALLEL TO THE SOUTH LINE OF SAID LOT 13
FOR 69.0 FEET TO THE REAL POINT OF BEGINNING;
THENCE CONTINUING WEST AND PARALLEL TO THE SOUTH LINE OF
SAID LOT 13 FOR 885.6 FEET, MORE OR LESS, TO THE MEAN HIGH
WATER MARK OF THE RIGHT BANK OF THE SNAKE RIVER;
THENCE RUNNING ALONG THE HIGH WATER MARK OF THE SNAKE
RIVER IN THE NORTHEASTERLY DIRECTION FOR 1,950.6 FEET, MORE
OR LESS, TO THE NORTH LINE OF LOT 13 OF SAID SECTION 19;
THENCE EAST ALONG THE NORTH LINE OF SAID LOT 13 FOR 335.8
FEET, MORE OR LESS, TO A POINT 69.0 FEET WEST OF THE EAST
LINE OF SAID LOT 13;
THENCE SOUTH 69.0 FEET WEST OF AND PARALLEL TO THE EAST
LINE OF SAID LOT 13, 1,010.0 FEET, MORE OR LESS, TO THE REAL
POINT OF BEGINNING.

AND EXCEPTING THEREFROM THE FOLLOWING DESCRIBED PARCEL
OF LAND:

COMMENCING AT THE NORTHWEST CORNER OF GOVERNMENT LOT
16 OF SECTION 29, WHICH IS MARKED BY A G.L.O. BRASS CAP;
THENCE SOUTH 71°48' EAST FOR A DISTANCE OF 4,082.0 FEET
(RECORDED) (4,078.76 FEET MEASURED) TO A CHISELED CROSS IN A
LARGE LAVA BOULDER;
THENCE ALONG THE WESTERLY BOUNDARY OF THE BLUE LAKES
TROUT FARM ON THE FOLLOWING COURSES:

SOUTH 69°18' WEST, 380.0 FEET;
SOUTH 48°30' EAST, 430.0 FEET;
SOUTH 35°46' EAST, 20.0 FEET TO THE TRUE POINT OF BEGINNING;
THENCE CONTINUING SOUTH 35°46' EAST FOR A DISTANCE OF 300.0
FEET;
THENCE SOUTH 22°41' WEST FOR A DISTANCE OF 190.0 FEET;
THENCE SOUTH 11°37' WEST FOR DISTANCE OF 131.0 FEET TO THE
MEAN HIGH WATER OF THE SNAKE RIVER;
THENCE LEAVING THE WESTERLY BOUNDARY OF THE BLUE LAKES
TROUT FARM AND ALONG THE MEAN HIGH WATER OF THE SNAKE
RIVER ON THE FOLLOWING COURSES:

SOUTH 51°31'23" WEST, 18.13 FEET;
SOUTH 75°44'55" WEST, 132.14 FEET;
NORTH 79°22'50" WEST, 35.64 FEET;
NORTH 73°32'15" WEST, 68.09 FEET;
NORTH 70°12'42" WEST, 10.00 FEET;
THENCE LEAVING THE MEAN HIGH WATER OF THE SNAKE RIVER,
NORTH 17°25'30" EAST FOR A DISTANCE OF 588.69 FEET TO THE
TRUE POINT OF BEGINNING.

PARCEL B:

TOWNSHIP 9 SOUTH, RANGE 17, EAST OF THE BOISE MERIDIAN,
JEROME COUNTY, IDAHO

SECTION 29: A TRACT OF LAND LOCATED IN LOTS 8, 9, 10, 11, 12, 14,
15, 18 AND 19, DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTH ONE-SIXTEENTH CORNER BETWEEN
SECTIONS 29 AND 30;

THENCE RUNNING SOUTH 71°48' EAST FOR 4,082.0 FEET TO A LARGE
LAVA BOULDER MARKED BY A CHISELED CROSS, SAID LAVA
BOULDER BEING THE REAL POINT OF BEGINNING;
THENCE ALONG THE WESTERLY BOUNDARY OF A TRACT OF LAND
OWNED BY PERCY GREEN AND HAROLD S. MILLER KNOWN AS THE
BLUE LAKES TROUT FARM PROPERTY ON THE FOLLOWING
COURSES:

SOUTH 69°18' WEST FOR 380.0 FEET;
THENCE SOUTH 48°30' EAST FOR 430.0 FEET;
THENCE SOUTH 36°45' EAST FOR 320.0 FEET;
THENCE SOUTH 22°41' WEST FOR 180.0 FEET;
THENCE SOUTH 11°37' WEST FOR 131.0 FEET, MORE OR LESS, TO
THE MEAN HIGH WATER MARK OF THE RIGHT BANK OF THE SNAKE
RIVER;
THENCE RUNNING ALONG THE HIGH WATER MARK OF THE SNAKE
RIVER IN THE NORTHWESTERLY DIRECTION FOR 1690 FEET, MORE
OR LESS, TO THE WEST LINE OF LOT 18 OF SAID SECTION 29;
THENCE NORTH ALONG THE WEST LINE OF LOTS 18 AND 14 OF SAID
SECTION 29 FOR 1,480.0 FEET;
THENCE NORTH 54°00' WEST FOR 710.0 FEET, MORE OR LESS, TO
THE CENTERLINE OF A FORK IN AN EXISTING ROAD;
THENCE NORTHWESTERLY ALONG THE CENTERLINE OF THE NORTH
FORK OF SAID ROAD FOR 685 FEET;
THENCE SOUTH 85°00' WEST FOR 375.0 FEET;
THENCE NORTH 88°00' WEST FOR 440 FEET;
THENCE NORTH 86°00' WEST FOR 154.0 FEET, MORE OR LESS, TO
THE CENTERLINE OF A FORK IN AN EXISTING ROAD;
THENCE NORTHWESTERLY ALONG THE CENTERLINE OF THE WEST
FORK OF SAID ROAD FOR 1,788.0 FEET, MORE OR LESS, TO THE
WEST LINE OF LOT 10 OF SAID SECTION 29;
THENCE NORTH ALONG SAID WEST LINE FOR 175.00 FEET, MORE OR
LESS, TO THE NORTHWEST CORNER OF SAID SECTION 29, BEING A
UNITED STATES GEODETIC SURVEY BRASS CAP;
THENCE EAST ALONG THE NORTH LINE OF LOT 10 OF SAID SECTION
29 FOR 210.67 FEET TO THE NORTHWESTERLY BOUNDARY OF
SUNNYBROOK SUBDIVISION NO. 1;
THENCE SOUTH 32°57' WEST ALONG SAID NORTHWESTERLY
BOUNDARY FOR 44.10 FEET TO THE WESTERN MOST POINT OF SAID
SUBDIVISION;
THENCE SOUTHEASTERLY ALONG THE SOUTHWESTERLY
BOUNDARY OF SAID SUBDIVISION FOR THE FOLLOWING 18
COURSES AND DISTANCES:

SOUTH 51°20.4' EAST, 100.50 FEET;
SOUTH 71°52.6' EAST, 175.80 FEET;

LOTS 13, 8, AND 9 OF SECTION 30, LOT 13 AND THE SE $\frac{1}{4}$ SE $\frac{1}{4}$ OF SECTION 19, ALL IN TOWNSHIP 9 SOUTH RANGE 17, EAST OF THE BOISE MERIDIAN, SAID EASEMENT BEING 20 FEET ON THE SOUTH SIDE AND 30 FEET ON THE NORTH SIDE OF THE EXISTING CENTERLINE.

TOGETHER WITH A 50 FOOT WIDE DITCH AND ACCESS ROAD EASEMENT THROUGH LOT 10 OF SECTION 29, LOT 8 OF SECTION 30, THE SE $\frac{1}{4}$ SE $\frac{1}{4}$ AND LOT 13 OF SECTION 19, ALL IN TOWNSHIP 9 SOUTH, RANGE 17, EAST OF THE BOISE MERIDIAN, SAID EASEMENT BEING 20 FEET ON THE SOUTH SIDE AND 30 FEET ON THE NORTH SIDE OF THE EXISTING CENTERLINE.

TOGETHER WITH THE RIGHT OF INGRESS AND EGRESS OVER AND ACROSS ALL EXISTING ROADWAYS LEADING TO AND FROM THE ABOVE TRACTS OF LAND.

THE ABOVE DESCRIBED TRACTS OF LAND ARE BASED ON THE DEPENDENT RESURVEY OF SECTIONS 19, 20, 28, 29, 30 AND 33 OF TOWNSHIP 9 SOUTH, RANGE 17, EAST OF THE BOISE MERIDIAN, AS APPROVED APRIL 17, 1918 BY THE SURVEYOR GENERAL AND A SUPPLEMENTAL PLAT OF SECTIONS 28, 29 AND 30 APPROVED AUGUST 18, 1923; ALSO BASED ON A SURVEY PLAT OF SUNNYBROOK SUBDIVISION NO. 1 AS FILED WITH THE OFFICE OF CLERK AND RECORDER, JEROME COUNTY, IDAHO

PARCEL C:

LOTS 1, 2, 3, 4, 5, 6, 7, 8, 9, 10 AND 11 IN BLOCK 1 AND LOTS 1, 2, 3, 4, 5, 6, 7, 8 AND 9 IN BLOCK 2, AND LOTS 1, 2, 3, 4, 5, IN BLOCK 3 OF SUNNYBROOK SUBDIVISION NO. 1, JEROME COUNTY AS SHOWN OF RECORD BY PLAT FILED SEPTEMBER 14, 1965 UNDER INSTRUMENT NUMBER 165247, JEROME COUNTY RECORDS,

Exhibit 4

Technical Items for City of Twin Falls Roadside Stream Water Diversion Agreement

This Exhibit contains technical and operational items related to the water pipeline and appurtenances from the City of Twin Falls ("City") Blue Lakes water supply pipeline system to provide water to the Roadside Stream (the "stream") for the benefit of Blue Lakes Country Club ("BLCC"). Details of the operation of the system, or the system components themselves, may be adjusted or improved over time, and therefore to maintain this flexibility these details are best contained in an Exhibit that is referenced by a main agreement.

1. System components may consist of the following as shown on the attached map:
 - a. Connection to the west 30-inch water supply pipeline from the Blue Lakes wells at a location mutually agreed to by both parties.
 - b. 650 feet +/- of appropriately sized pipeline.
 - c. Flow meter, valves, and appurtenances.
 - d. Concrete vault, if needed, at a mutually agreed upon location.
 - e. Staff gauge and transducer in the Roadside Stream.
 - f. Buried conduit and control / power cabling for the transducer, flow meter, control valve and other appurtenances, as necessary.
 - g. Solar panel and battery located near gauging station at a mutually agreed upon location.
 - h. Trenching and excavation will be required for construction, operation and maintenance of system components.
2. The Roadside Stream water delivery and monitoring system is part of the public drinking water system owned and maintained by the City. Only City employees or the City's designated agent shall operate the Roadside Stream water delivery and monitoring system.
3. BLCC will allow access to all components of the system with sufficient access to operate and maintain the system provided that activities on BLCC property are not disturbed except in emergencies. System operations, maintenance, and repairs shall be coordinated with BLCC.
4. Any surface disturbances due to City activities on BLCC property will be repaired and restored to original conditions by the City.
5. The City will deliver water to the Roadside Stream at one point at the location shown on the attached map.
6. The delivery to the Roadside Stream is subordinate to any and all other water demands or operational and maintenance requirements of the City. The City may reduce or suspend water deliveries at any time in order to meet demands, conduct tests on the system, perform maintenance, rectify operational problems, or to address other issues. The City shall reinstate deliveries at the earliest practicable time.

7. The City will provide a minimum of 48-hours advanced notice to BLCC of any planned interruptions to the Roadside Stream delivery. Emergencies shall not require advanced notice to BLCC.
8. The City will supply a separately metered power supply for the valves and appurtenances at the location shown on the attached map. The City will pay the power supply costs associated to these valves and appurtenances.
9. The City will develop a rating curve to relate the staff gauge reading to the discharge in the Roadside Stream. This activity will include making up to four streamflow measurements at different times over a range of flow rates. This activity will require periodic checks of the curve on an as-needed basis. BLCC agrees to allow these measurements to take place.
10. Diversion of water from the City's Blue Lakes wells to the Roadside Stream is authorized by water permit 36-17111, granted by the Idaho Department of Water Resources. To adhere to the permit conditions, no more than 6.0 cfs will be delivered from the City water system, and the total flow in the Roadside Stream (natural flow plus injected flow from the City water system) will not exceed 6.0 cfs.
11. The Roadside Stream gauging station transducer reading will be transmitted to the City's SCADA system and converted to a flow rate using the rating curve. The SCADA system will be programmed to maintain an agreed upon flow rate in the Roadside Stream up to 6.0 cfs by varying the amount of water injected into the stream. The City will coordinate with BLCC on flow rate programming. BLCC recognizes that natural stream flows and automated systems have inherent variability and the City cannot guarantee a constant rate.
12. The City shall maintain the target stream flow in coordination with BLCC from dusk until dawn, beginning March 15th through October 15th. At all other times, the target flow shall be as requested by BLCC, but no more than 4.0 cfs.
13. The development period of permit 36-17111 is five years, with a five-year extension obtainable, after which the permit will be examined by IDWR and a license issued. The annual volume that will be licensed by IDWR will be the maximum volume actually diverted during one calendar year during the development period. To maximize the volume licensed, BLCC and the City shall coordinate efforts to deliver the largest volume to the Roadside Stream reasonably achievable during a single calendar year, consistent with the conditions of permit 36-17111.

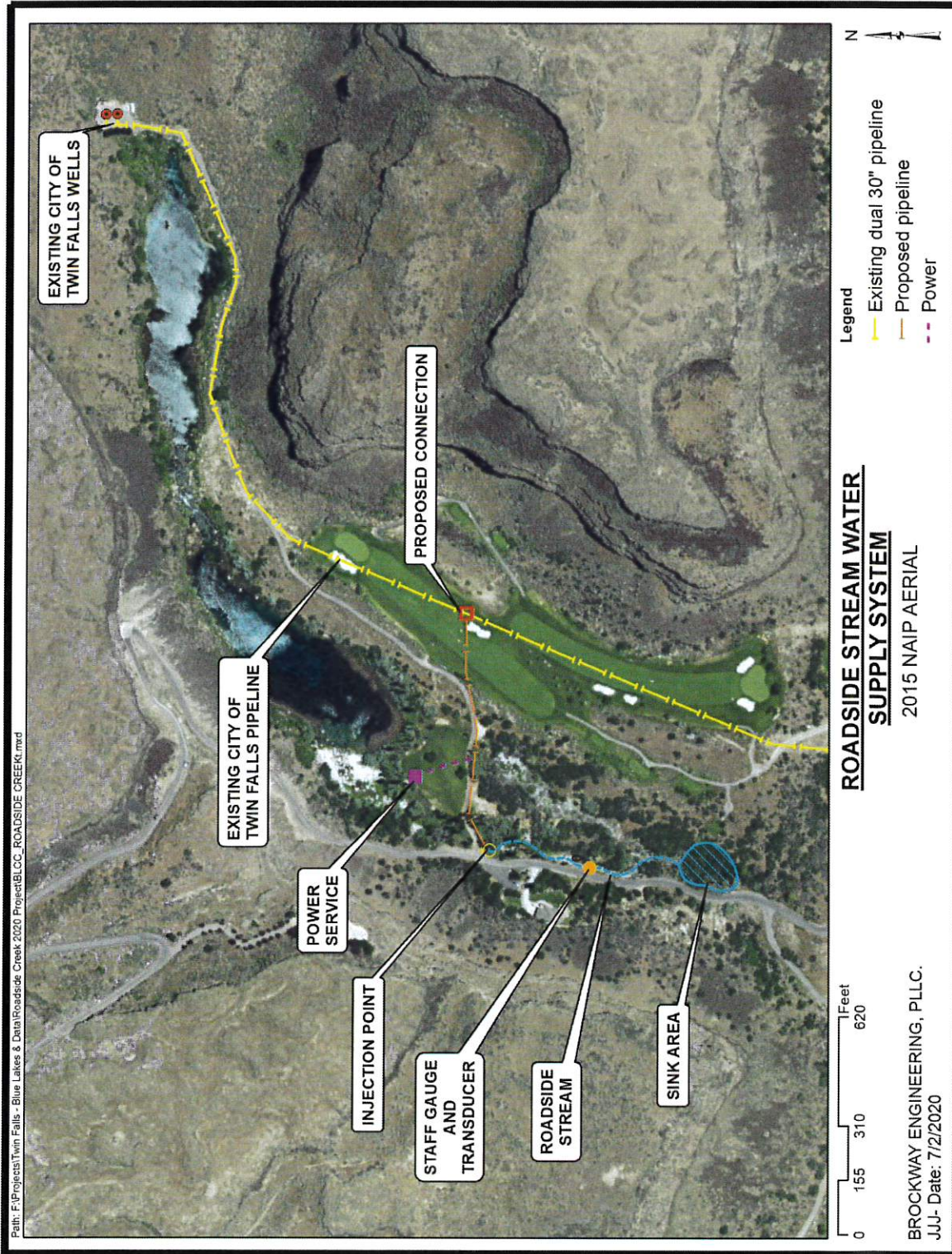


Exhibit 4



Date: Monday, September 14, 2020
To: Mayor and City Council
From: Travis Rothweiler, City Manager

Request

ACTION: Confirmation by the City Council to remain in Governor Little's proposal to use CARES funding for property tax relief.

Time Estimate

The estimated amount of time this item will take is 20 minutes plus time to answer questions.

Background

Statutorily under Idaho Code, cities and counties are permitted to collect 3% more property tax revenue than the previous fiscal year, plus the value of new construction and annexation, and recover any portion of the City's forgone balance.

In May 2020, the City Council and the City Manager made the decision not to assess the statutorily allowed three percent (3%) property tax increase as provided for in Idaho Code §63-802. More than a month later, the Governor created a tax relief program that diverts \$200 million in Federal CARES funding directly to Idaho property taxpayers if cities and counties elect to not take the three percent (3%) property tax increase. For those that elect to participate, the CARES funding will be proportionately divided among those Idaho cities and counties using a formula based on the actual cost of public safety personnel salaries (police, fire, animal control, dispatch, etc.).

On July 13, 2020, the City Council authorized the City Manager to provide written notice of the City's intent to opt into Governor Little's CARES property tax relief program.

Since it was first introduced, several questions surrounding the legality and conformity of the Governor's proposal to the U.S. Treasury's guidance surfaced. Several County Prosecutors questioned if the proposal is allowable under the CARES Act regulations.

On August 6, 2020, Governor Little issued Executive Order No. 2020-15. In the Order, he stated in the recitals that he "...met with senior U.S. Treasury and White House staff in Washington, D.C., to discuss the proposed (Public Safety) initiative and received positive reinforcement that the proposed plan aligns with U.S. Treasury guidance..." on July 16, 2020.

The City Manager does not believe there will be any additional information that will be provided before the deadline the City is required to submit the L-2, the property tax request form, to the Twin Falls County Officials.

On August 24, 2020, the City Council adopted the 2020-2021 Fiscal Year Budget for the City of Twin Falls. The adopted budget did not include the statutorily allowed three percent (3%) property tax increase or use of the forgone balance. As a result of this action, the City remains eligible to participate in the Governor's property tax relief program.

The exact amount of tax credit received will not be known until October 2020 when all cities and county budgets are certified, and all public safety salaries are calculated. Based on the initial guidance supplied by the Governor's office, we are estimating that our citizens will receive a collective total of \$5,978,324.46, which will be split proportionately between the City's property owners and the properties contained in the Twin Falls Urban Renewal Agency's tax increment finance areas. The City residents will share \$4,779,423.73, while the Agency will proportionately split \$1,019,551. This assumes the City will retain the 3% administrative fee, which equates to \$179,349.73.

As a result, the functional tax rate to be approximately \$5.45/\$1,000. The anticipated City property tax savings on a median-valued, owner occupied house will be \$124.13 annually compared to the taxes paid by our residents in 2020. If the City elects not to retain the administrative fee, the property tax savings will increase by \$6.00 annually and the functional tax rate would be \$5.39/\$1,000 of total taxable value.

The credit is for only one fiscal year.

The City Council will need to determine if it would like to retain this amount. As requested by the City Council, the City Manager will provide a list of possible uses of the funding should it be retained.

Approval

To Be Eligible to Participate: The City of Twin Falls has completed the preliminary steps to be eligible to participate in the program. We provided our written notice of intent to the Governor, supplied the requested salary information, and did not include the three percent (3%) property tax increase or the forgone balance in the 2020-2021 Fiscal Year Budget. The last step that we will need to be completed is the submission of the L-2 Form to the County. The L-2 Form is the final step the City needs to take.

Action by the City Council: The approval process is 50% +1 of the members of the City Council that are present. By adopting the ordinance, the City Council will create the 2020-2021 Budget for the City of Twin Falls, Idaho.

Budget Impact:

If the City Council elects to remain in the program, the City's overall revenue would be increased by \$179,349.73 if it elects to retain the 3% administrative fee. If not, there would not be any financial impact to the City.

As stated above, there is a financial consequence of participating in the program for our residents.

There are no current budgetary or financial impacts to the City if it elects to opt out of Governor Little's CARES property tax proposal.

Regulatory Impact:

- Idaho Code Section 50-811 states the City Manager shall "...keep the council fully advised of the financial condition of the city and its future needs..." and "...prepare and submit to the council a tentative budget for the next fiscal year."
- Idaho Code §50-235 empowers each city council of each city to levy taxes for general revenue purposes
- Idaho Code §63-802 sets limitations on all taxing district budget requests on the amount of property tax revenues that can be used to fund programs and services. This section also states that taxing entities can only increase property tax collections by a maximum of three percent (3%) annually,

plus value of new construction and annexation added during the previous calendar year, and forgone taxes that have been accumulated and reserved in prior fiscal years

- Governor Little's Order creating the CARES Property Tax Relief Program

Attachments

1. Governor's Program Description: Leveraging the CRF to Cover Qualified Payroll Costs if Local Governments Pass Savings on in Form of Property Tax Relief
2. Written notice provided by the City of Twin Falls to Governor Little to opt into the program.
3. Governor Little's Executive Order No. 2020-15

**Leveraging the CRF to Cover Qualified Payroll Expenses if Local Governments
Pass Savings on in Form of Property Tax Relief**

Program Goals

- Allow city and county governments to opt into using CRF dollars to cover the payroll of public health and public safety personnel if they agree to pass along the resulting budget savings to Idahoans in the form of property tax relief.
- Support our police, fire, and EMS personnel and ensure there are no reductions in public safety during these unprecedented COVID-19 related challenges.
- Provide **\$200 million** in property tax relief to Idahoans.

Proposed Implementation

- Program is announced by Governor and legislative leadership on June 4.
- CFAC finalizes parameters for participation by June 10:
 - Define qualified public safety and public health personnel
 - Set parameters for those services that are contracted
 - Attest they will not take the 3% increase (0%) and will not take foregone
- Each city and county government must provide a notice of intent to participate by July 17, 2020.
 - Specifically, each participating city and county must provide estimates of their payroll for public health and public safety personnel.
- By July 24, CFAC reviews the notices of intent and payroll data and establishes equitable allocation model to each city and county to establish a cap on payroll expenses that can be reimbursed by CRF funds.
- After completing their certification of property tax levy on or before September 20, 2020, each participating city and county government must submit to DFM the amount of property tax relief that they will provide citizens under this program.
- By November 1, 2020, each city and county government must submit documentation to the State Controller on their actual public health and public safety payroll expenses from March 1 through October 30, and their estimated payroll expenses through December 30.
- In late November, the property tax savings is reflected as a credit on the property tax statement with an accompanying letter explaining the program.
- By December 15, 2020, the State Controller send a check to city and county governments for covered payroll expenses:
 - The covered amount must be within the CFAC allocation established for each city/county; and
 - The covered amount must not exceed 103% of the property tax relief certified on or before September 20.



P.O. Box 1907

203 Main Avenue East

Twin Falls, Idaho 83303-1907

Fax: (208) 736-2296

OFFICE OF THE CITY MANAGER

208-735-7271

July 13, 2020

The Honorable Governor Brad Little
State Capitol
Boise, Idaho 83720

*Sent via e-mail to: CFAC@dfm.idaho.gov
Original will not follow unless requested.*

Dear Governor Little:

Greetings! We hope this finds you well in these unprecedented times.

The City of Twin Falls is a growing, vibrant community with an estimated population of more than 50,000. We serve as the retail, educational, entertainment, medical and employment hub of a geographic area that contains over 260,000 individuals. Through the collective efforts of 313 employees, we provide meaningful public services designed to provide for our community's safety, health and overall welfare, using revenues received from many sources, including property taxes.

As we developed the budget for the upcoming fiscal year, we found ourselves dealing with a tremendous amount of uncertainty. We do not know what a "new normal" will look like when, and if, it arrives. To this day, we remain concerned about the long-term economic, health, psychological and societal effects that the novel coronavirus disease (COVID-19) will have on our community and our ability to provide public services.

As you know, Idaho Code §63-802 sets limitations on all taxing districts. Cities and counties are permitted to collect three percent (3%) more property tax revenue than they did in the highest of the previous three fiscal years, the value of new construction and annexation, and recover any portion of the City's forgone balance.

In January 2020 when the members of the Idaho Legislature started having the conversation of a "tax freeze" on local government property tax revenue, we committed to build a budget that did not assess the statutorily allowed three percent (3%) property tax increase and preserve the entirety of our

forgone balance. Each of our departments worked hard to right-size their respective budgets. From hours of thoughtful review and many discussions, we produced a balanced, sustainable budget proposal in a time of tremendous uncertainty.

On April 27, 2020 at its regular meeting, the City Council endorsed this approach. As a result, the recommended budget for the City of Twin Falls for FY 2020-2021 does not require the City of Twin Falls to take the statutorily provided for three-percent increase in property tax revenue or touch any portion of its more than \$1.4 million in forgone balance.

In June 2020, the tax relief program that diverts almost \$200 million on Federal CARES funding directly to Idaho property taxpayers was announced. We understand the exact amount of tax credit received will not be known until October 2020 when all cities and county budgets are certified, and all public safety salaries are calculated. Based on the initial guidance supplied by representatives from your team, we are estimating that our citizens will receive \$3,529,398 in total property tax relief from the programs.

The tax rate assessed to properties in the City of Twin Falls is 0.0071341 or \$7.13/\$1,000 of taxable value. Based on our efforts, we were able to reduce the FY 2021 tax rate to 0.0069038 or \$6.90/\$1,000. Based on our initial calculations, we estimate the city's functional tax rate would decrease to approximately 0.0058712 or \$5.87/\$1,000 taxable value. This will save an estimated \$111.29 in city property tax savings for our taxpayers who own and live in a home valued at \$208,050, which is the median home value (Zillow).

At this time, we understand there are several questions surrounding the program as it is currently drafted. Several County Prosecutors have questioned if the property tax relief proposal is allowable under the CARES Act regulations.

Because the recommended budget does not require the need to increase property tax revenue by 3% of the greater of the previous 3 years' tax levy or any portion of the city's forgone balance to balance, we are notifying you the City of Twin Falls intends to participate in the public safety proposal. The Twin Falls City Council voted unanimously to participate at its regular meeting on July 13, 2020, contingent upon US Department of Treasury's favorable review and acceptance of the tax relief program.

Our estimated payroll costs from March 1, 2020 through December 30, 2020 are as follows:

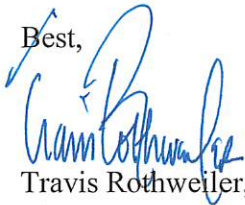
Employee Category	Actual Payroll March 2020 – June 2020	Estimated Payroll July 2020 – December 2020	Total
Communications Center	\$381,709.64	\$580,910.67	\$962,620.31
Emergency Personnel	\$412,400.16	\$626,338.63	\$1,038,738.79
Fire Department	\$1,624,234.24	\$2,453,171.44	\$4,077,405.68
Police Department	\$3,190,555.43	\$4,826,304.77	\$8,016,860.20
TOTAL	\$5,608,899.47	\$8,486,725.51	\$14,095,624.98

July 13, 2020
Page 3

We request members of your team provide us with an estimated payroll allocation available through the Coronavirus Relief Fund.

Should you have any questions or comments, please do not hesitate to contact me. Thank you.

Best,

A handwritten signature in blue ink, appearing to read "Travis Rothweiler", is written over the printed name.

Travis Rothweiler, ICMA-CM
City Manager
City of Twin Falls, Idaho



*Executive Department
State of Idaho*

*State Capitol
Boise*

**EXECUTIVE DEPARTMENT
STATE OF IDAHO
BOISE**

EXECUTIVE ORDER NO. 2020-15

***DIRECTING IDAHO STATE TAX COMMISSION TO ADMINISTER
THE BUDGET AND LEVY COMPONENTS OF THE GOVERNOR'S
PUBLIC SAFETY GRANT INITIATIVE FOR CITIES AND
COUNTIES***

WHEREAS, Congress has passed the Coronavirus Aid, Relief, and Economic Security (CARES) Act (P.L. 116-136), which provided the State of Idaho \$1.25 billion through the Coronavirus Relief Fund for qualifying expenses; and

WHEREAS, on April 30, 2020, the Board of Examiners approved, pursuant to Idaho Code § 67-3516(2), non-cognizable spending authority for the Governor's Office in fund 0345 for the \$1.25 billion for the time period of March 1, 2020, through December 30, 2020; and

WHEREAS, on June 30, 2020, the United States Department of Treasury ("U.S. Treasury") issued guidance for state, territorial, local, and tribal governments on the proper uses of the Coronavirus Relief Fund; and

WHEREAS, the U.S. Treasury guidance ("U.S. Treasury guidance") outlines a non-exclusive list of eligible expenditures, including expenditures for payroll expenses for public safety, public health, health care, human services, and similar employees whose services are substantially dedicated to mitigating or responding to the COVID-19 public health emergency; and

WHEREAS, the U.S. Treasury guidance states that as a matter of administrative convenience, the entire public health and public safety payroll costs may be presumed to be substantially dedicated to mitigating or responding to the COVID-19 public health emergency; and

WHEREAS, the U.S. Treasury Secretary and senior staff of the U.S. Treasury are quoted in various outlets stating that this presumption of substantial dedication to COVID-19 efforts exists regardless of whether or not the payroll costs were accounted for in the budget most recently approved as of March 27, 2020; and

WHEREAS, the U.S. Treasury states that the funds may be transferred from the state to units of local government with the addition of certain restrictions to satisfy the requirements of the CARES Act and guidance; and

WHEREAS, the U.S. Treasury notes that for payments to be deemed necessary, they must be reasonably necessary for their intended use in the reasonable judgment of the government officials responsible for spending Fund payments;

WHEREAS, in Executive Order 2020-07, I established the Coronavirus Financial Advisory Committee (CFAC) to make recommendations to me for prioritizing the use of Coronavirus Relief Funds; and

WHEREAS, CFAC is comprised of a broad group of stakeholders, including

legislators, representatives of local and tribal governments, and representatives from the Idaho Association of Cities and Association of Idaho Counties; and

WHEREAS, on May 4, 2020, I approved a recommendation from CFAC to allocate \$94 million to local and tribal governments to cover their direct COVID-19 expenses, making Idaho one of the first states to provide local governments access to the fund, eliciting praise from the Trump Administration; and

WHEREAS, local governments have expressed that this initial \$94 million allocation is sufficient for and, in many cases in excess of, their direct COVID-19 costs and relatively little expenses have been incurred to date; and

WHEREAS, on May 28, 2020, CFAC sent a letter to U.S. Treasury staff outlining the potential use of the Fund for a Public Safety Grant Initiative (the Initiative) with restrictions to ensure compliance with U.S. Treasury guidance; and

WHEREAS, CFAC convened on June 11, 2020, and determined that, in its judgment, the expenditure of Coronavirus Relief Funds on local public safety payroll expenses was necessary to respond to COVID-19 and made unanimous recommendations to me on the expenditure of up to \$200 million with eligibility criteria targeted to the U.S. Treasury guidance; and

WHEREAS, CFAC voted unanimously to allow local governments to voluntarily apply for a grant to receive this additional allocation of funds, which is on top of the original \$94 million allocated to local governments; and

WHEREAS, CFAC established parameters for voluntary participation, aimed at advancing compliance with critical areas of U.S. Treasury guidance, namely (1) ensuring the receipt of this voluntary allocation does not constitute revenue replacement, which is not a permissible use of fund payments; and (2) ensuring that the allocation does not create a windfall that is used for non-COVID-19 related purposes; and

WHEREAS, CFAC further saw that these voluntary restrictions could advance other areas of U.S. Treasury guidance, namely the allowance to provide economic support to those suffering from the widespread COVID-19 related closures and expenses; and

WHEREAS, on June 11, 2020, I accepted the recommendation of CFAC and announced the program known as the Public Safety Grant Initiative that will provide funding for public safety payroll expenses to city and county governments that agree to participate in the Initiative and provide the resulting savings as property tax relief to the taxpayers of the participating units of local government by foregoing the taxes that would otherwise traditionally have been collected; and

WHEREAS, on July 6, 2020, CFAC sent an updated letter to U.S. Treasury re-outlining the proposed Public Safety Initiative in the context of U.S. Treasury guidance; and

WHEREAS, on July 16, 2020, I met with senior U.S. Treasury and White House staff in Washington, D.C., to discuss the Initiative and received positive reinforcement that the proposed plan aligns with U.S. Treasury guidance; and

WHEREAS, 54 cities and 28 counties submitted Letters of Intent to participate in this voluntary grant program; and

WHEREAS, the Initiative would provide a grant to these local governments in an amount that would cover approximately 42-percent of their public safety budget, allowing the funds to be targeted to those frontline public safety and public health officials who are substantially dedicated to COVID-19 mitigation and response; and

WHEREAS, local governments have the ability to finalize their participation in

this voluntary grant program by discussing it in open, public meetings where public testimony on the merits may be taken; and

WHEREAS, I have agreed with the CFAC unanimous recommendation that this expenditure is necessary for its intended use.

NOW, THEREFORE, I Brad Little, Governor of the State of Idaho, by virtue of the authority vested in me by the Constitution and laws of this state do hereby order:

- 1. The Idaho State Tax Commission shall ensure that the budget and levy effects of the Initiative remain neutral for those cities and counties that choose to participate. To accomplish this, the Idaho State Tax Commission shall not consider any subtraction from a participating entity's 2020 operating budget due to participation in this program when determining 2021 budget limitations according to Idaho Code § 63-802.*
- 2. Urban renewal agencies that would otherwise lose funds due to the lowered levy rates of participating cities and counties shall be treated neutrally.*
- 3. The Idaho State Tax Commission shall make such adjustments to the L-2 form as necessary to verify that participating cities and counties have met the requirements of the Initiative by certification.*



IN WITNESS WHEREOF, I have hereunto set my hand and caused to be affixed the Great Seal of the State of Idaho in Boise on this 6th day of August in the year of our Lord two thousand and twenty.

A handwritten signature of Brad Little in black ink, written over a horizontal line.

BRAD LITTLE
GOVERNOR

A handwritten signature of Lawrence Denney in black ink, written over a horizontal line.

LAWRENCE DENNEY
SECRETARY OF STATE