



Blaine County Land Use & Building Services Memo

Date: August 13, 2020
To: Board of County Commissioners
From: Kathy Grotto
Subject: Request by Kevin Cronin for access easement over Blaine County-owned parcel

Enclosed in your packets are the following documents regarding Kevin Cronin's request for an access easement to his property located at 15 Lower Broadford Road (Lot 1, Bl 1, Cronin Sub.):

- Copy of the Cronin Sub plat
- Copy of the Broadford Polo Club plat
- Aerial photo showing approximate driveway location
- Copies of materials given to the Board at an earlier date by Ned Burns, representing Mr. Cronin
- Proposed Access Easement Agreement

Mr Burns' letter (date unknown) states that Mr. Cronin's property was "inadvertently landlocked" by a platting action in 2008, but that is not accurate. Lot 1, Cronin Subdivision, has a 190+ foot property line directly fronting Lower Broadford Road.

The Board should review these documents and discuss this matter on August 18. If willing to grant the easement, either as presented or as revised through your discussion, the Access Easement Agreement then will go through the standard document review process for contracts, grants and agreements.

Please contact me or Tom if you have questions on this request.

Kathy Grotto
Deputy Director
Blaine County Land Use and Building Services
219 1st Ave. South
Hailey, ID 83333

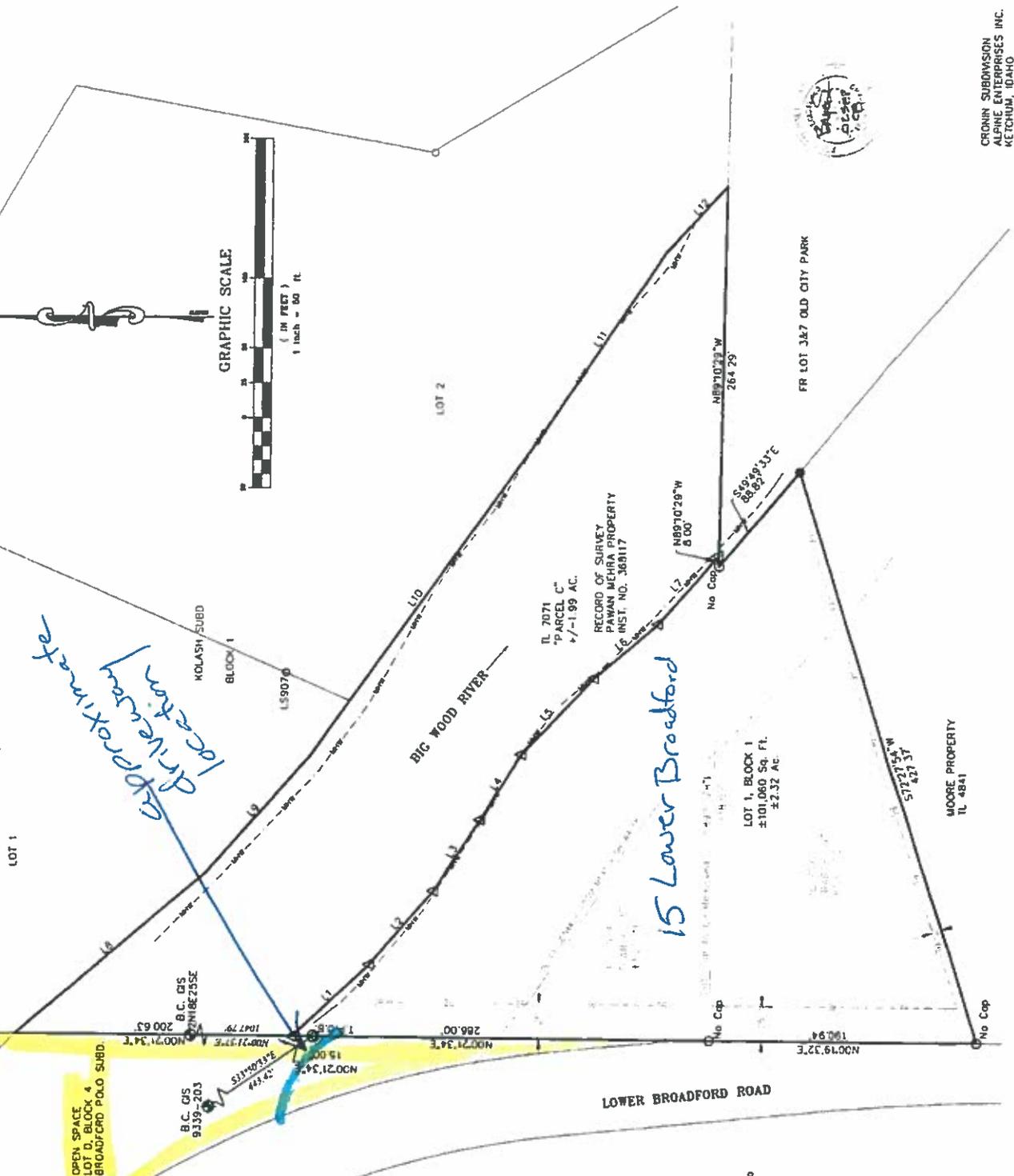
(208) 788-5570
Fax: (208) 788-5576

A PLAT FOLLOWING

CRONIN SUBDIVISION

WHEREIN TAX LOT 7072 AND TAX LOT 7073 ARE COMBINED CREATING LOT 1, BLOCK 1 LOCATED WITHIN SECTION 36, T.2N., R.18E., B.M., CITY OF BELLEVUE, BLAINE COUNTY, IDAHO

JULY 2008



- LEGEND**
- Boundary Line
 - - - Adjoiner's Lot Line
 - MNW = Mean High Water Line
 - - - Building Setback Line
 - - - 100' Mean High Water Setback Line
 - Tie to Blaine County GS Control
 - Found Aluminum Cap
 - Found 5/8" Rebar
 - Found 1/2" Rebar
 - △ No Monument Set in Rip Rap at Mean High Water Line
 - Set 5/8" Rebar by PL57048

LINE TABLE

LINE	LENGTH	BEARING
L1	76.00	S42°30'19"E
L2	69.74	S89°07'09"E
L3	80.02	S58°54'43"E
L4	53.19	S57°48'29"E
L5	75.61	S46°15'25"E
L6	60.28	S40°12'48"E
L7	65.69	S48°18'35"E
L8	178.54	N40°03'21"W
L9	110.76	N48°03'04"W
L10	285.31	N54°19'05"W
L11	157.41	S55°31'25"E
L12	64.85	S57°08'58"E

NOTES

- 1) Basis of Bearings is Idaho State Plane Coordinate System, NAD83(1982), Central Zone, at Grid, in US Survey Feet. Combined Scale Factor is 0.99970803. Ground Distances will be slightly longer.
- 2) The purpose of this Plat is to combine Tax Lots 7073 & 7072 to create a single lot. Tax Lot 7071 remains a separate parcel.

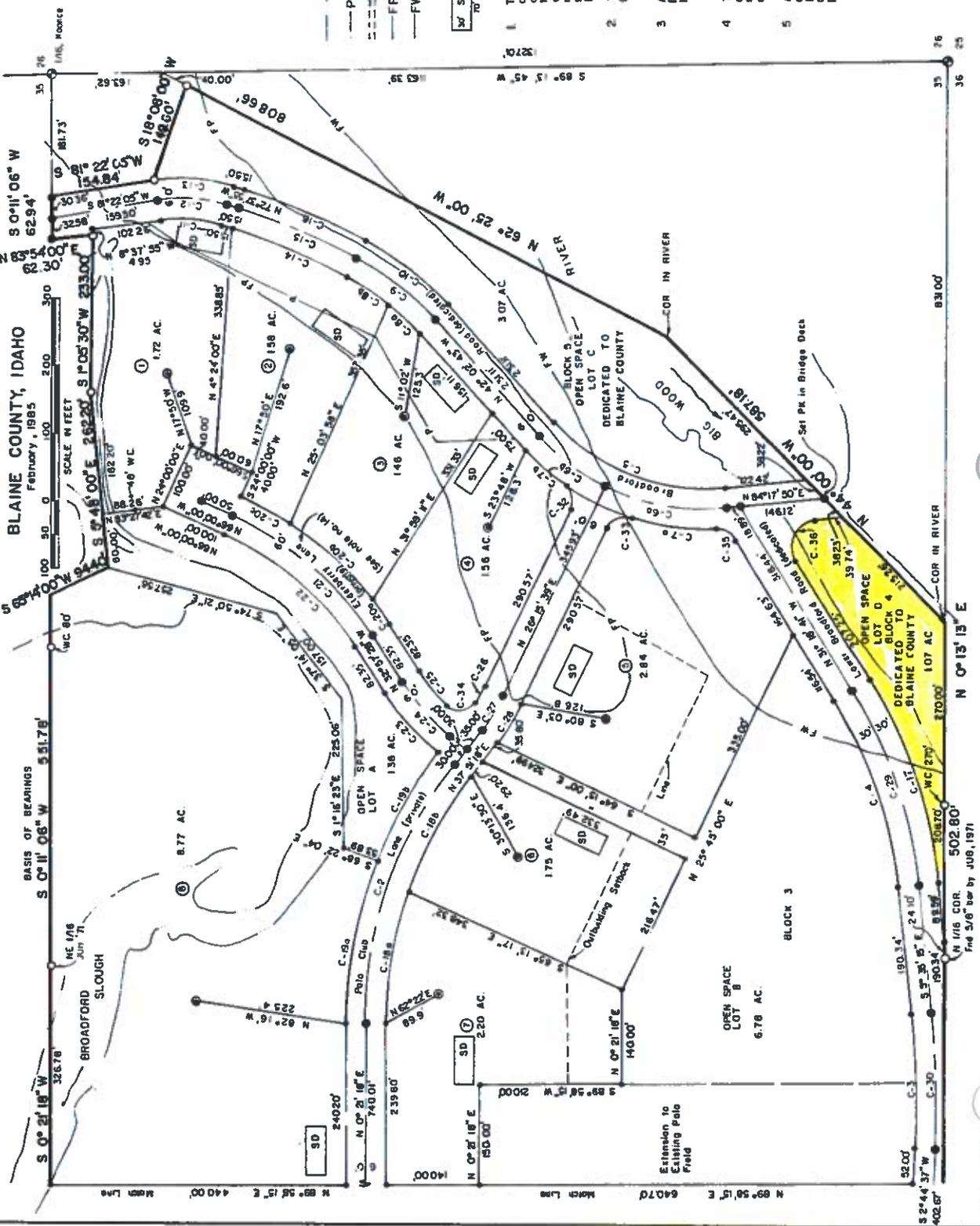
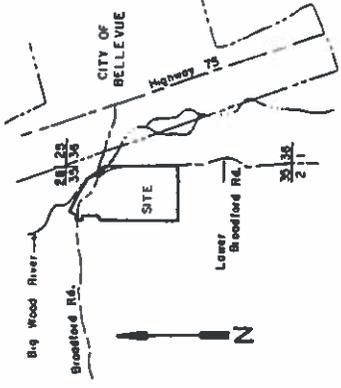
HEALTH CERTIFICATE: Sanitary restrictions as required by Idaho Code Title 50, Ch. 13, have been satisfied. Sanitary restrictions may be reimposed in accordance with Idaho Code Title 50, Ch. 13, Sec. 50-1326, by issuance of a Certificate of Disapproval.

7-3-2008
 Date
Robert G. Smith
 South Central Public Health District, EHS

PLAT SHOWING BROADFORD POLO SUBDIVISION

LOCATED WITHIN SECTION 35 T. 2N., R. 18E., B.M.
BLAINE COUNTY, IDAHO
February, 1985

VICINITY MAP



LEGEND

- Found 5/8" bar
- Brass Cap
- Set 1/2" bar capped LS 3621
- Set 5/8" bar capped LS 3621
- Edge of water
- Power Line Easement, 10' wide
- Easement Line as noted
- 100-Year Floodplain Line (1.IRF)
- Floodway
- ⊙ Building Centroid 100' Diameter
- ⊙ Proposed Sewage Mound Location

NOTES

- 1 The purchaser and/or owner of this parcel understands and agrees that private road construction, maintenance, and snow removal shall be the obligation of the owner, his successors in interest, or homeowners association, and that Blaine County is in no way obligated to accept, maintain, or improve these roads, and that each owner shall notify in writing any successor in interest of these facts. (See note no. 5)
- 2 This parcel is subject to the regulations of the Blaine County Floodplain Management District. (See note no. 7)
- 3 A public utility easement with a minimum of ten (10) feet in width and centered on all side and rear lot lines shall be required.
- 4 There is a 30' setback for all structures from the edge of the floodplain vegetation upon which no permanent structure shall be built except two approved crossings or irrigation diversions.
- 5 Actions on wildlife, degradation complaints will be directed by the Idaho Fish & Game and cleared toward prevention rather than extermination. The costs of these actions shall be paid by the property owner. (See note no. 13)

Notes Cont on Sheet 2

SHEET 1 OF 4
BROADFORD POLO SUBDIVISION
GALENA ENGINEER
SUNNYVETCHUM, IDAHO



SCALE IN FEET

BASIS OF BEARINGS
S 0° 11' 06" W 551.78'

NE 1/4
JULY 78

Match Line

Block 3

Extension to Existing Polo Field

OPEN SPACE LOT B 6.78 AC.

OPEN SPACE LOT C 2.84 AC.

OPEN SPACE LOT D 1.28 AC.

DEDICATED TO BLAINE COUNTY

LOT 4 1.28 AC.

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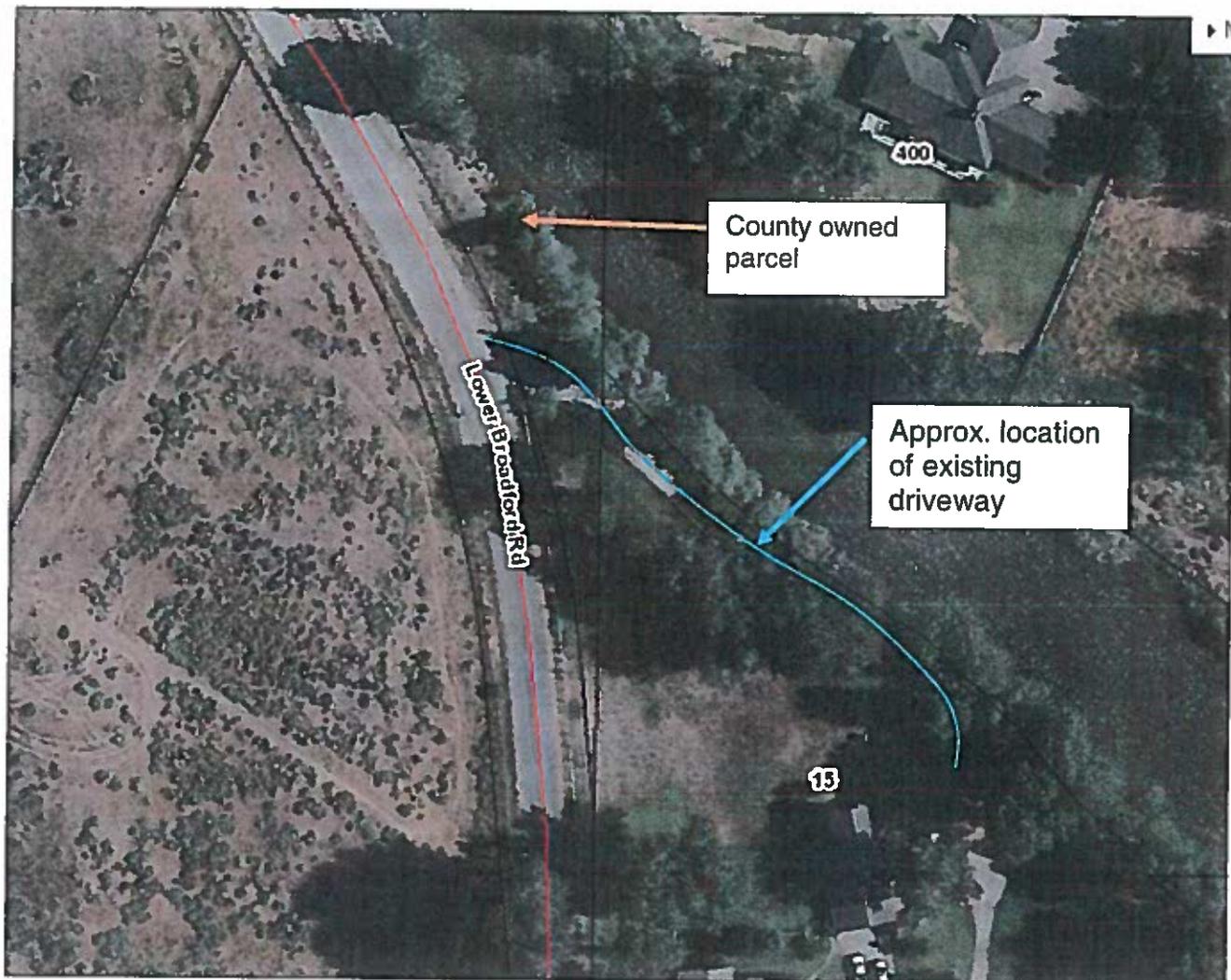
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LOT 219 1.28 AC.



Dear Commissioners Greenburg, McCleary, and Fosbury,

I am representing Kevin Cronin in the sale of his property located at 15 Lower Broadford Road, Bellevue. Through a title search and plat review we discovered that the property has been inadvertently landlocked through an oversight in a lot line vacation which occurred around 2008. By the end of this letter, we will be asking the Commissioners to grant an easement through a County owned parcel adjacent to the property, but I want to give you a review of the sequence of events that led us to here today.

In 1983 from the best information I can gather the Blaine County Soil Conservation District undertook a diking project along the west bank of the Wood River running south from the lower Broadford bridge. This project provided much needed flood relief to the homeowners along that portion of the Wood. There was no ongoing maintenance of the diking and no easements were granted to any authority to maintain the integrity of the dike as best as I can tell from extensive title searches. In roughly 1985 the Broadford Polo Club subdivision was officially platted, and a triangular piece of land was given to the County by the developers and was referred to as Open Space Lot D, Block 4 Broadford Polo Sub which is directly adjacent to 15 Lower Broadford. From 1985 to today there has been a continuously used 'road' which functions as the driveway for the property along the dike so that the owners can access the rear portion of the property, but it crosses a narrow portion of Open Space Lot D. There are aerial shots from several different years that show this to be accurate.

Fast forward to today, and we realized that what is essentially occurring is a prescriptive easement situation, but we know that a person can make no prescriptive easement claim against a government entity. We therefore want to respectfully request that at the earliest possible time we be granted some agenda time to request in person that the Blaine County Commissioners grant an easement in perpetuity to maintain access to the property for this and any subsequent owner. We are in the process of having a survey done to define the area we will be asking to be placed under easement, and will be able to come to the commission with a fully defined legal document, and a survey that will memorialize our request and be recorded upon commissioner approval. I am sending this letter in advance of having all the i's dotted and the t's crossed, but that is due to the busy agenda that you have, and recommendation of staff.

I am attaching what we roughly expect will be the space of the easement for your review, and the space requested will cover all areas where access to the property is needed through Open Space Parcel D.

I appreciate your attention into this matter, and we look forward to being granted agenda time at the earliest possible opportunity to discuss this and come to an agreeable solution for both the property owner and the Board of Commissioners.

Thank you,
Ned Burns

A PLAT SHOWING CRONIN SUBDIVISION

WHEREIN TAX LOT 7072 AND TAX LOT 7073 ARE COMBINED CREATING LOT 1, BLOCK 1
LOCATED WITHIN SECTION 36, T.2N., R.18E., B.M., CITY OF BELLEVUE, BLAINE COUNTY, IDAHO

JULY 2008
LOT 1

Change - tentative PLAT

- LEGEND**
- Boundary Line
 - - - Adjoiner's Lot Line
 - MHW = Mean High Water Line
 - Building Setback Line
 - 100' Mean High Water Setback Line
 - Tie to Blaine County GIS Control
 - Found Aluminum Cap
 - Found 5/8" Rebar
 - Found 1/2" Rebar
 - △ No Monument Set in Rig Rip at Mean High Water Line
 - Set 5/8" Rebar by PL57048

LINE	LENGTH	BEARING
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NOTES

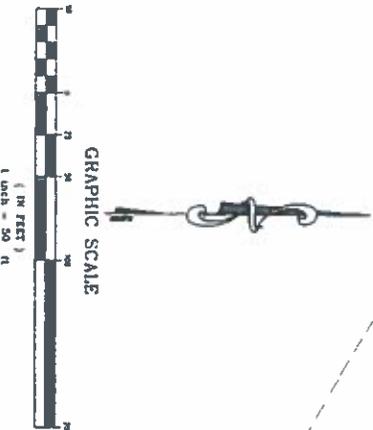
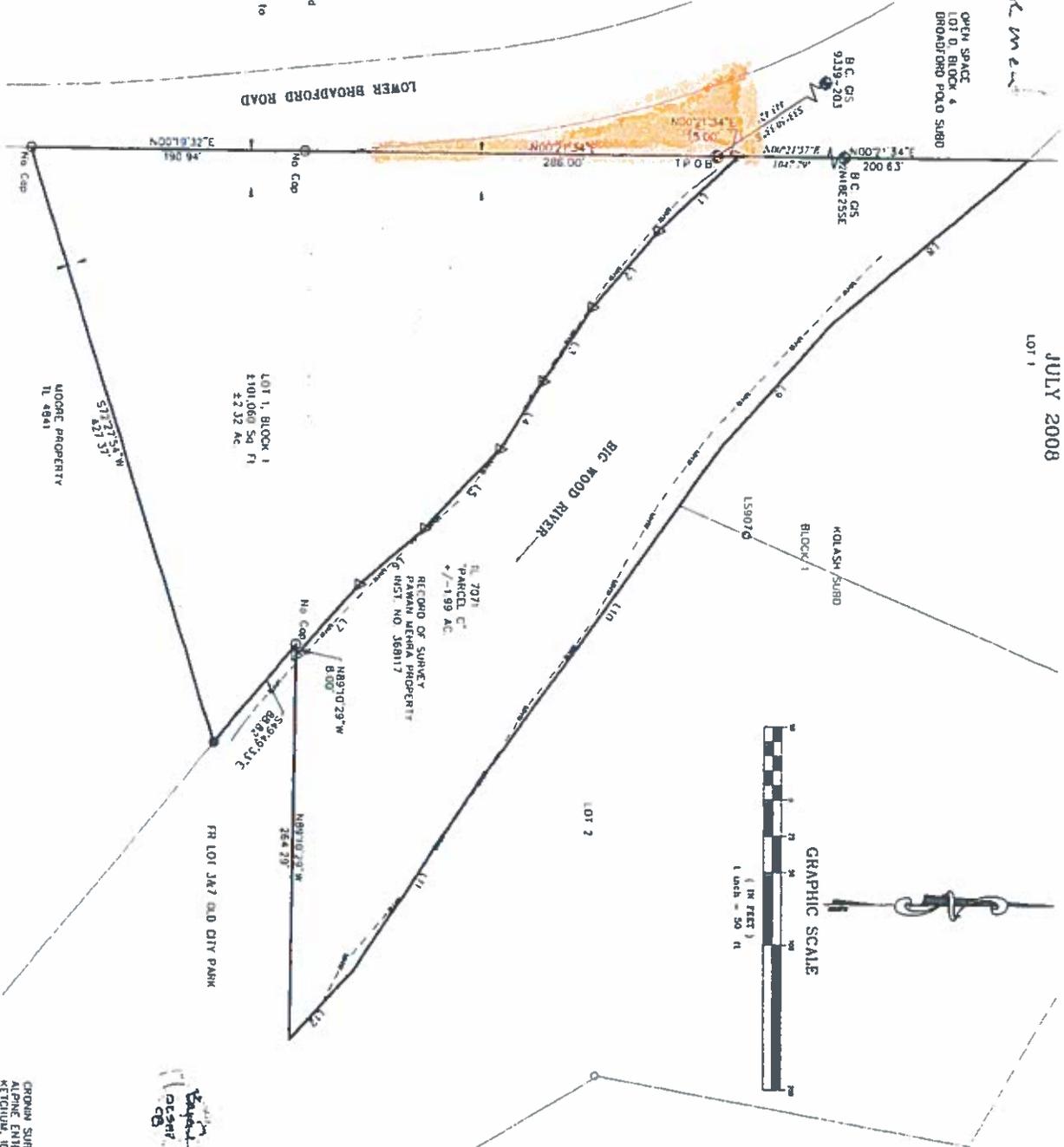
- 1) Basis of Bearings is Idaho State Plane Coordinate System, NAD83(1993), Central Zone, of Grid, in US Survey Feet. Combined Scale Factor is 0.99970803. Ground Distances will be slightly longer.
- 2) The purpose of this Plat is to combine tax Lots 7072 & 7073 to create a single lot. Tax Lot 7071 remains a separate parcel.

HEALTH CERTIFICATE: Sanitary restrictions as required by Idaho Code title 50, Ch. 13, have been satisfied. Sanitary restrictions may be reimposed in accordance with Idaho Code title 50, Ch. 13, Sec. 50-1326, by issuance of a Certificate of Disapproval.

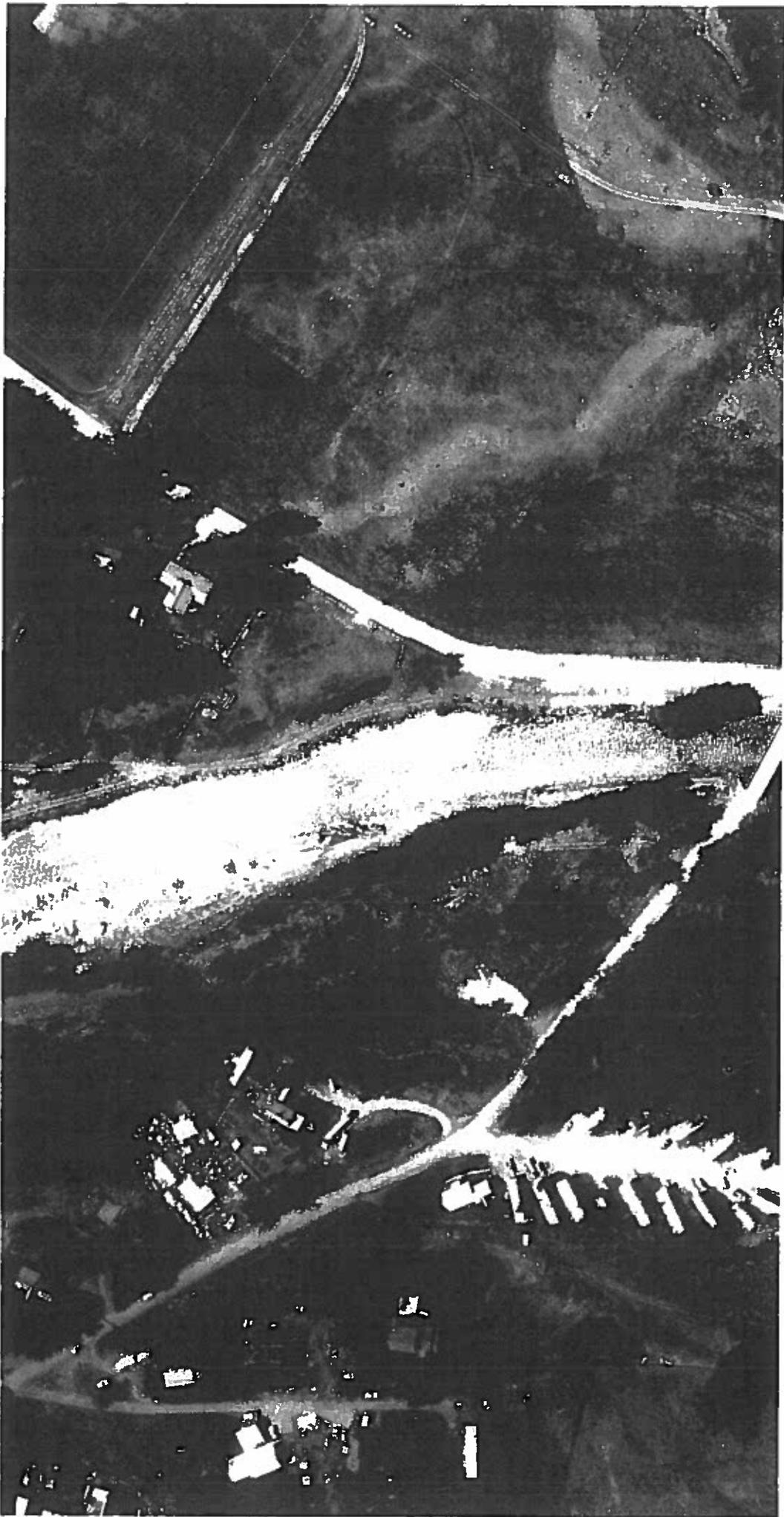
7-3-2008

Robert W. DeWitt

South Central Public Health District, EMS



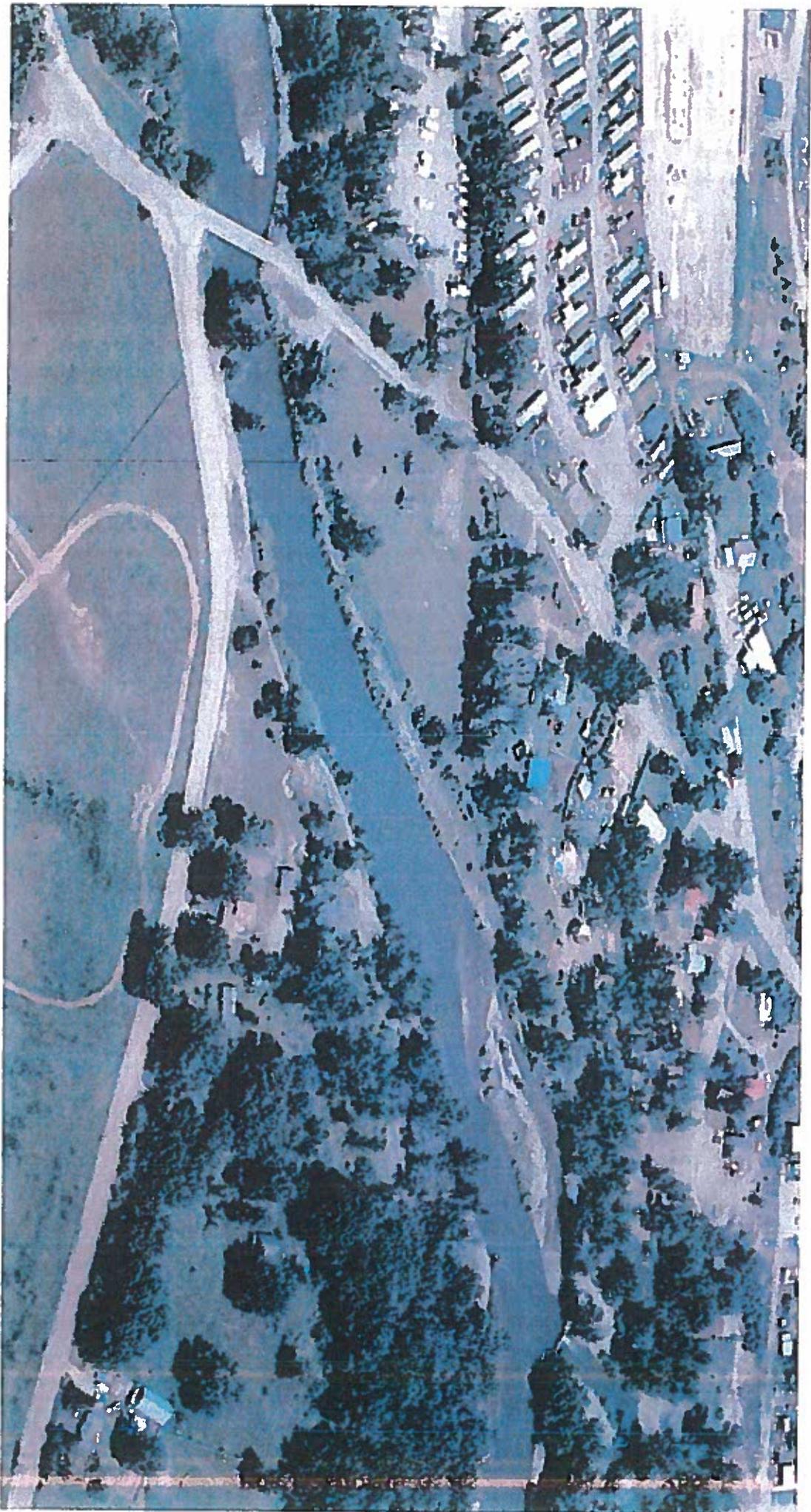
CRONIN SUBDIVISION
ALPINE ENTERPRISES, INC
KETCHUM, IDAHO
SHEET 1 OF 2



1983

1993





1995

**RECORDING REQUESTED BY AND
WHEN RECORDED RETURN TO:**

Lawson Laski Clark, PLLC
P.O. Box 3310
Ketchum, ID 83340

ACCESS EASEMENT AGREEMENT

THIS EASEMENT AGREEMENT ("Agreement") is made as of the ___ day of August, 2020, by and between Blaine County, Idaho ("Grantor"), a political subdivision of the state of Idaho, and Kevin Cronin ("Grantee"), a single person, whose address is P.O. Box 388, Bellevue, Idaho (collectively, "Parties").

RECITALS

A. Grantee is the owner in fee simple of a parcel of property located in the City of Bellevue, Blaine County, Idaho known as Lot 1 Block 1 Cronin Subdivision as depicted on Exhibit A-1 ("Grantee's Property").

B. Grantor maintains Lower Broadford Road, including that portion of the 60' right of way as depicted on the attached Exhibit A-1.

C. Grantor is also the owner in fee simple of a parcel of property located in Blaine County, Idaho, known as Lot D Block 4 Broadford Polo Subdivision as depicted in the attached Exhibit A-1 ("Grantor's Property").

D. The Parties desire to establish an access easement for ingress and egress to Grantee's Property on, over, upon, across, and through that portion of Grantor's Property identified as the "Easement Area" on the attached Exhibit A-1 and more particularly described in the attached Exhibit A-2 ("Easement Area") for the benefit of Grantee and as an appurtenance to Grantee's Property.

E. Now, therefore, based on the foregoing Recitals, and intending to be bound thereby, the Parties agree as hereinafter set forth.

AGREEMENT

1. Grant of Easement. Grantor hereby grants and conveys to Grantee, his successors, assigns, and invitees, effective on the date hereof, in consideration of one-hundred dollars (\$100) and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, a perpetual, non-exclusive access easement over and across the Easement Area for the purposes of ingress and egress to and from Grantee's Property.

2. Successors and Assigns. All provisions of this Agreement, including the benefits and burdens, run with the land covered hereby and are binding on and inure to the benefit of the heirs, permitted assigns, permitted successors, tenants, and personal representatives of the Parties hereto. The easements granted or reserved herein shall be appurtenant to, and shall pass with title to, the Parcel or Parcels benefitted thereby.

3. Recordation of Instrument. The Parties agree that this Agreement may be duly recorded, and Grantee shall pay the cost of recording.

4. Miscellaneous Provisions.

a. Headings. The headings in this Agreement are inserted for convenience and identification only and are in no way intended to describe, interpret, define or limit the scope, extent, or intent of this Agreement or any provision hereof.

b. Severability. Every provision of this Agreement is intended to be severable. If any term of provision hereof is illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the validity of the remainder of the Agreement.

c. Remedies. The rights and remedies provided by this Agreement are cumulative and the use of any one right or remedy by any party shall not preclude or waive its rights to use any or all other remedies. Said rights and remedies are given in addition to any other rights the parties may have by law, statute, ordinance or otherwise.

d. Amendment. This Agreement may be amended only in writing signed by both Parties, or their respective successor in interest.

e. Attorneys Fees. Should any action be brought to interpret or enforce any provision hereof, or for damages for breach hereof, the prevailing party shall be entitled to such reasonable attorney's fees as may be determined by any court of competent jurisdiction wherein such action is brought.

f. Entire Agreement. This Agreement contains the entire agreement between the parties respecting the matters herein set forth and supersedes all prior agreements between the parties hereto respecting such matters.

g. Governing Law. This Agreement shall be construed in accordance with the laws of the State of Idaho.

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

i. Presumption. No presumption shall exist in favor of or against any party to this Agreement as a result of the drafting and preparation of the document.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the date first above written.

GRANTOR:

BLAINE COUNTY, IDAHO

By:
Its:

Attest: _____
JoLynn Drage, County Clerk

GRANTEE:

Kevin Cronin

ACKNOWLEDGEMENTS

State of Idaho)
) ss.
County of Blaine)

On _____, 2020, before me, a Notary Public in and for said State, personally appeared _____, known or identified to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that (s)he executed the same.

Notary Public for _____
Residing at _____
My Commission expires _____

State of Idaho)
) ss.
County of Blaine)

On _____, 2020, before me, a Notary Public in and for said State, personally appeared Kevin Cronin, known or identified to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that he executed the same.

Notary Public for _____
Residing at _____
My Commission expires _____

ILLEGIBLE CAP

LOT D
BLOCK 4
BROADFORD POLO
SUBDIVISION

Curve Table						
Curve	Length	Radius	Delta	Tangent	Chord	Chord Direction
C1	214.31'	716.94'	17° 07' 39"	107.96'	213.52'	S14° 00' 55"E

N60°42'33"W
70.73'

TRUE POINT
OF BEGINNING

TAX LOT 7071



EASEMENT AREA
5,534 Sq. Ft.±
0.13 Ac.±

LOT 1
BLOCK 1
CRONIN SUBDIVISION

LEGEND

- Property Line
- Fence Line
- Easement Area
- Found 5/8" Rebar
- Found Aluminum Cap on 5/8" Rebar
- 5/8" Rebar to be Set

LOWER BROADFORD ROAD
(60' RIGHT OF WAY)

LS3621

S05°26'15"E 89.62'

N00°19'32"E 261.77'

LS3621

S01°03'06"W 24.57'

NO CAP



GRAPHIC SCALE
0 50
Scale in Feet

REUSE OF DRAWINGS: These drawings, or any portion thereof, shall not be used on any Project or extensions of this Project except by agreement in writing with Galena Engineering, Inc.

Galena
Engineering
Inc.

Civil Engineers & Land Surveyors
317 N. River Street
Hailey, Idaho 83333
(208) 786-1705
(208) 786-4812 fax
email galena@galena-engineering.com

AN EXHIBIT MAP SHOWING
AN EASEMENT WITHIN LOT D, BLOCK 4, BROADFORD POLO SUBDIVISION,
TO BENEFIT LOT 1, BLOCK 1, CRONIN SUBDIVISION
WITHIN S 36, T.2N., R.18E., B.M., BLAINE COUNTY, IDAHO

PROJECT INFORMATION
P:\sds\proj\6350-02\dwg\Boundary-Plat\6350-02_EASEMENT.dwg 08/06/20 8:36:10 AM

SHT 1 OF 1

EXHIBIT A-1

GALENA ENGINEERING, INC.

CIVIL ENGINEERING & LAND SURVEYING

Legal Description of an Easement Area

**Section 36, Township 2 North, Range 18 East
Boise Meridian, Blaine County, Idaho**

A legal description for a parcel of land situated in Section 36, Township 2 North, Range 18 East, Boise Meridian, and being more particularly described as follows:

Commencing at Blaine County GIS control point "9339-203", marked by an Aluminum Cap on 2 ½" Galvanized pipe, from which Blaine County GIS control point "2N18E26SE", marked by a Steel Cap on 2" Steel pipe, lies N20°28'13"E, 725.46 feet distant; Thence Proceeding S33°50'35"E, 443.35 feet, to an Aluminum Cap on 5/8" Rebar, being along the boundary common to Lot 1, Block 1, Cronin Subdivision, and Lot D, Block 4, Bradford Polo Subdivision, and a Witness corner to the Northern most corner of Lot 1, Block 1, Cronin Subdivision, and being the TRUE POINT OF BEGINNING;

Thence N60°42'33"W, 70.73 feet, to the Easterly Right of Way of Lower Bradford Road, to a point;

Thence 214.31 feet along a curve to the right, with a radius of 716.94 feet, a delta of 17°07'39", a tangent length of 107.96 feet, and a chord length of 213.52 feet that bears S14°00'55"E, along the Easterly Right of Way of Lower Bradford Road, to a 5/8" rebar by LS3621;

Thence S05°26'15"E, 89.62 feet, along the Easterly Right of Way of Lower Bradford Road, to a 5/8" rebar by LS3621;

Thence N00°19'32"E, 261.77 feet, along the boundary line common to Lot 1, Block 1, Cronin Subdivision, and Lot D, Block 4, Bradford Polo Subdivision, to the TRUE POINT OF BEGINNING, containing 5,534 Sq. Ft. (0.13 Ac.), more or less, as determined by computer methods.



317 N. RIVER STREET • HAILEY, IDAHO • TELEPHONE (208) 788-1705 • FAX (208) 788-4612

EXHIBIT A-2