

**BLAINE COUNTY—SUN VALLEY INSTITUTE FOR RESILIENCE
IMPACT IDAHO FUND ITTY BITTY FARMS
LAND, WATER AND WILDLIFE LEVY GRANT AGREEMENT**

This Grant Agreement ("Agreement") is made MARCH 2, 2021, and is by and between Blaine County, a political subdivision of the State of Idaho (the "County"), and the Sun Valley Institute for Resilience ("SVIR", "Applicant").

RECITALS

It is the County's policy and practice to record every agreement to which it is a party, in order to serve record keeping and public disclosure functions. As a result, the County will record this Agreement in the real property records maintained by the Blaine County Recorder's Office. This Agreement is not generally signed by the fee simple title holder (singularly or collectively referred to as "Owner") of real property described in this Agreement (the "Property"). As a result, it is not intended to and does not affect the right, title and interest in and to any real property and should not be listed as an exception on any commitment for title insurance.

On October 21, 2008, in Resolution Number 2008-71, the Blaine County Board of Commissioners (the "Commissioners") clarified the Goals and Purposes of Proposition 1, The Land, Water and Wildlife Levy (the "Levy") and set forth guidelines for determining how to allocate the proceeds of the Levy, including:

Land, Water and Wildlife Fund objectives include, but are not limited to:

- Preserving natural areas and important open space; preserving water quality; protecting rivers and streams and their riparian corridors, flood plains and wetlands; protecting wildlife habitat and movement corridors including highway crossings; preserving agricultural lands; preserving or enhancing trail corridors; or providing public access to water bodies in the Big Wood and Little Wood River watersheds;
- Supporting joint projects between counties and municipalities, or other governmental entities in the County;
- Conserving, restoring, maintaining or otherwise providing for proper Stewardship of lands and waters as provided herein.

Areas of greatest interest include the Big Wood River corridor and its major tributaries; the Transfer of Development Rights (TDR) Program sending area; the Little Wood River watershed from the Little Wood Reservoir dam north to the boundary with U.S. Forest Service Lands.

Fund objectives may be accomplished by measures including:

- Acquiring fee title interest in real property for the purposes provided herein;
- Acquiring less than fee interests in real property for the purposes

provided herein, such as easements (including conservation and agricultural), future interests, covenants, development rights, subsurface rights and contractual rights, either on an exclusive or nonexclusive basis; and

- Acquiring water rights for use in connection with the purposes provided herein.
- Non-acquisition projects including improvements to wildlife habitat, water quality and quantity or natural systems and processes, stream reconnections and studies linked to projects.

On April 12, 2011, in Resolution Number 2011-20, the Commissioners adopted “the Land, Water and Wildlife Program Guide, Pre-Application, Application and Project Evaluation Checklist as the working procedures for the Levy Advisory Board (the “LAB”), County staff and the Commissioners as the Blaine County Land, Water and Wildlife Program (“LWWP”) in accordance with all applicable laws.”

On July 2, 2013, in Resolution Number 2013-24, the Commissioners adopted, in accordance with all applicable laws, amendments to the Land, Water and Wildlife Program Guide, Pre-Application, Full Application and Project Evaluation Checklist as the working procedures for the Levy Advisory Board, Staff and Board of County Commissioners.

The SVIR Impact Idaho Fund Itty Bitty Farms Project was reviewed via the Levy Advisory Board (LAB)’s Expedited Project Review. The LAB concluded the Project meets the goals of the Levy and criteria of the LWWP, and that given its nature and relatively small size, Expedited Review was appropriate. The Project was reviewed during the November 18, 2020 and January 6, 2021 LAB hearings.

On January 6, 2021, the Levy Advisory Board (LAB), via Expedited and Final Review of the Pre-Application for the project which is the subject of this Agreement (the “Project”), determined it meets the conservation and programmatic goals of the LWWP and voted 6 - 0 to recommend this Project to the BCC for Funding. The agreement involves a grant to the Applicant for the Project, which will increase growing space, extend growing season and enhance retail space at Itty Bitty Farms. The majority of the investment will fund two caterpillar tunnels with over-head irrigation systems. Together, the tunnels will provide space to grow an additional 10,000 pounds of produce per season. This additional product nourishes our Blaine County residents and supports critical infrastructure needs for a working farm in Carey which up until recently was classified as a “food desert” by the USDA.

The location of the overall Project is designated in “Exhibit B” (Exhibit B. Itty Bitty Farms Location and Project Maps). Project details are outlined in “Exhibits A.1. and A.2.” (Exhibit A.1. Blaine County Land, Water, and Wildlife Program Preliminary Application—Project Description and Exhibit A.2. Itty Bitty Farms LWWP Budget).

The Project is part of the Impact Idaho Fund (IIF) pilot program of the Sun Valley Institute for Resilience and is aimed at advancing regenerative, renewable, and sustainable food production practices in our community. Fifty percent (50%) of total project costs (\$10,000) will come from family foundations and individual donors.

The Commissioners voted on January 19, 2021 to give conceptual approval to the Project, thereby moving it to the Due Diligence Phase as defined in the Program Guide.

According to the Application, the particular conservation values to be preserved and protected for the public benefit under the Project include, without limitation:

“preserving working farms, protecting water quality, and ensuring proper stewardship of County lands. Channeling funds to this project will underscore the synergistic relationship between regenerative, local food production and the protection of our natural resources. This will enhance our quality (of) life here in the County now and set the foundation for a much more resilient future.”

(collectively, the “**Conservation Values**”).

TERMS AND CONDITIONS

Pursuant to and incorporating the above recitals into the Agreement, the County and Applicant agree as follows:

1. **GRANT AMOUNT.** The County shall provide partial funding to Applicant for the Project in the amount not to exceed \$5,000 or 50% of total project costs, whichever is less, (“the Grant”), subject to the conditions set forth below, and in accordance with applicable rules and regulations.
2. **GRANT PURPOSE.** Applicant shall only use the Grant towards payment of expenses set out in the Project Budget (Exhibit A.2. Itty Bitty Farms LWWP Budget) and not for any other expenses arising out of the Project, including without limitation transaction or settlement costs, due diligence investigations, enforcement or a stewardship endowment. If the Grant is not fully expended pursuant to this Agreement, for any reason, any remaining amount of the Grant must be automatically and promptly returned to the County within five business days of County’s request.
3. **GRANT DISBURSAL PROCESS.** Subject to this Agreement, the County will reimburse the Applicant for eligible costs incurred according to the Project Budget (as set out under Exhibit A.2. Itty Bitty Farms LWWP Budget) not to exceed \$5,000 or 50% of total project costs, whichever is less. Upon receipt of invoice(s) from the Applicant that verify completion of study components (materials and labor) in accordance with the Project Details as set out in Exhibits A.1.-A.2., the County will reimburse the Applicant for eligible costs incurred.

4. **REQUIRED DOCUMENTATION.** Applicant shall provide the following documentation to the County:

- (a) Two (2) annual reports (2021-2022) and one (1) final project report (2023), approved and authorized by the Applicants, on the Schedule set out in Exhibit A.3.; and
- (b) A written statement that this agreement is made, executed and delivered by officers of the Applicant vested with authority to execute same.

Upon review and approval of the above documentation required by 4(b) along with this Agreement, the Commissioners shall authorize disbursement of the Grant through adoption of a resolution finally and fully approving the Grant. If the Commissioners do not approve the documentation required by 4(b) or this Agreement, either party may terminate this Agreement upon five days' written notice to the other party, and in that event, this Agreement shall be void and of no further force or effect.

5. **GRANT CONDITIONS.** By accepting the Grant, Applicant specifically agrees to the following:

(a) Applicant attests that the Project has been approved by Applicant's required officers, managers and/or employees.

(b) The Applicant shall provide the County with all final, fully signed documents outlined in paragraphs 4(a) and 4(b), above, and any agreements necessary to implement the Project.

(c) Applicant shall ensure the Project's completion according to the terms of this Agreement including any documentation required in paragraph 4(a) and 4(b), above.

(d) Applicant shall notify the County in writing within 15 business days of (i) Applicant's discovery of any breach of paragraph 4(a), above, (ii) any written notice by Applicant or a third party contractor of Applicant directly involved with the Project that may be responsible to implement or oversee the Project of any breach of paragraph 4(a), above; or (iii) any request for amendment of paragraph 4(a), above, by any party. Any material amendment to paragraph 4(a) shall require the County's prior written approval, which approval shall not be unreasonably withheld, denied or delayed.

(e) Applicant shall maintain detailed files on the status of the Project, and make them available for review with reasonable advance, written notice to Applicant by the employees, representatives and/or independent contractors authorized by the County and identified by County notice to Applicant. The files will include, at least, any agreement in paragraph 4, above, and any amendments, any and all full monitoring reports, notices required by paragraph 5(d), status and resolution of compliance issues and any records of transfer of Owner's interest.

6. **NO AGENCY.** No legal partnership or agency is established by this Agreement. Neither party is authorized or empowered to act as an agent, employee or representative of the other, nor transact business or incur obligations in the name of the other party or for the account of the other party. Neither party shall be bound by any acts, representations, or conduct of the other.

8. **BINDING EFFECT/AMENDMENTS.** Upon signature, this Agreement is binding on and shall inure to the benefit of the respective trustees, administrators, successors and assigns of the parties. Any reference to the parties in this Agreement by name or abbreviation shall also be a reference to any successors in interest of that party. This Agreement supersedes all prior or contemporaneous communications and negotiations, both oral and written and constitutes the entire agreement between the parties relating to the Project set out above. No amendment shall be effective except in writing signed by both parties.

9. **NOTICES.** Any notice required by this Agreement will be in writing and hand delivered, sent by overnight courier, such as FedEx or by certified mail, return receipt requested to the parties at the addresses contained in the Agreement or changed by notice to the other party. Applicant shall give the County notice to the Civil Deputy, Blaine County Prosecutor, 201 2nd Avenue S, Suite 200, Hailey, ID 83333 and Blaine County Land Use and Building Services, 219 1st Avenue S, Hailey, ID 83333. The County shall give Applicant notice at Sun Valley Institute for Resilience, PO Box 5569, Ketchum, ID 83340.

10. **BREACH; REMEDIES.** If either party alleges that the other party has breached any term of this Agreement, that party shall deliver written notice of breach to the party alleged to be in breach in accordance with Paragraph 9 above. Within 30 days following such notice of breach, the party alleged to be in breach shall cure the breach, or under circumstances where the breach cannot reasonably be cured within such 30-day period, shall commence curing such breach as soon as possible within such 30-day period and shall continue diligently to cure such breach until finally cured. In the event of litigation regarding a breach of this Agreement, the parties agree that specific performance is the preferred remedy, provided that such remedy is deemed by a court to meet the standards for an award of specific performance under Idaho law. No waiver of any breach by a party of the terms of this Agreement shall be deemed a waiver of any subsequent breach of the Agreement.

11. **MEDIATION OF DISPUTES.** Except for any claim for which a party deems a temporary restraining order necessary, all claims, disputes, or alleged breaches of this Agreement shall first be subject to mediation, prior to either party filing an action in a court of law. Either party shall have the right to begin the process by giving the other party a written notice requesting mediation and describing the issues involved. The parties agree to appoint and equally share the cost of a mutually acceptable mediator within thirty (30) days after notice. The mediation shall occur within thirty (30) days after the selection of the mediator, unless the parties agree otherwise. Nothing in this paragraph will prevent

either party's right to a trial or trial by jury in a court of law. In the event of mediation, each party shall bear that party's own attorney fees. In the event of litigation to enforce this Agreement, the prevailing party shall be awarded its attorney fees and costs.

12. **MISCELLANEOUS.** This Agreement incorporates any attached exhibits into the terms and conditions of the Agreement. It is the intention of the parties that if any part of this Agreement is invalid, for any reason, that invalidity will not void the rest of the Agreement. Idaho law governs this Agreement. Ambiguities, if any, will not be construed against either party as a result of preparation of this Agreement. The individuals whose signatures appear below represent and warrant that the respective entity each represents and is authorized to enter into, execute and deliver this Agreement on behalf of the entity each represents, in accordance with the controlling documents or any duly adopted resolution of that entity; and that this Agreement is binding upon that entity in accordance with its terms and conditions. This Agreement may be signed in more than one counterpart that when compiled shall be considered one original.

The parties have executed this Agreement, effective as of the date of the County resolution approving this Agreement.

BLAINE COUNTY
By and through its Board of County Commissioners

By: Dick Fosbury
Dick Fosbury, Chairman

STATE OF IDAHO)
) ss.
COUNTY OF BLAINE)

The foregoing instrument was acknowledged before me this 2 day of MARCH, 2021, by Dick Fosbury, known or identified to me to be the Chairman of the Board of County Commissioners of Blaine County, Idaho, a political subdivision of the State of Idaho, and acknowledged to me that such County executed the same.

JENNY LOVELL
COMMISSION #42915
NOTARY PUBLIC
STATE OF IDAHO

Jenny Lovell
Notary Public for Idaho
Address: Blaine Co
My commission expires: 9-17-22

APPLICANT

By: _____
Name: _____
Title: _____

Sun Valley Institute for Resilience

STATE OF IDAHO)
) ss.
COUNTY OF BLAINE)

The foregoing instrument was acknowledged before me this 4 day of March, 2021, by Alexandra Praggastis, known or identified to me to be the _____ of the Sun Valley Institute for Resilience, and acknowledged to me that such entity executed the same.

KAREN M. BOHL
COMMISSION #40923
NOTARY PUBLIC
STATE OF IDAHO
MY COMMISSION EXPIRES 11/23/2021

Karen M. Bohl
Notary Public for Idaho
Address: Hailey, ID

Exhibit A.1. Blaine County Land, Water, and Wildlife Program Pre Application--Project Description



Description of Project:

The Impact Idaho Fund (IIF) will mobilize capital for innovative projects advancing community resilience in Blaine County. Investments currently target the buildout of regenerative, renewable, and sustainable food production practices. IIF specifically aligns with the LAB's goals of preserving working farms, protecting water quality, and ensuring proper stewardship of County lands. Channeling funds to this project will underscore the synergistic relationship between regenerative, local food production and the protection of our natural resources. This will enhance our quality life here in the County now and set the foundation for a much more resilient future. Investment by the LAB in regenerative agriculture projects, like the ones included in IIF, is important for promoting proper stewardship of working land. Land can be used in this County to feed its residents healthy food using techniques that simultaneously restore soil health, promote biodiversity, and provide economic security for its stewards. IIF is piloting this program with an investment in three regional farms, one of which is Itty Bitty Farms (IBF), for which we are specifically seeking financial support from the LAB.

Small working farms are declining in our County and we currently import 95% of our food. Local working farms, like IBF, will increase the quantity and quality of locally grown produce, extend the months of production time, and provide an economic model for localized food production in the region.

Itty Bitty Farms is a family-owned farm operation in Carey, that specializes in microgreens, salad greens, herbs and other vegetables. Products are grown with organic methods in Blaine County. Itty Bitty Farms operates a retail store that serves the Carey community, offering local seasonal produce as well as staples such as milk, cheese, butter, bread and baked goods.

While the acreage of this project is small, IBF is a diversified operation, promoting soil health and pollinator habitats and is committed to managing their land without the use of chemical pesticides or synthetic fertilizers, aligning with the stated land stewardship goal for the LAB. This proposed project is located within 1 mile of the Little Wood River and/or connecting tributaries and has deeded water rights. This investment in regenerative agricultural practices is critical to protecting water quality of these important local watersheds.

IBF is seeking a total investment of \$15,000 to increase its growing space, extend its growing season and enhance its retail space, \$7,500 of which we are seeking support from the LAB. The majority of the investment will fund two caterpillar tunnels with over-head irrigation systems. Together, the tunnels will provide space to grow an additional 10,000 pounds of produce per season. This additional product nourishes our Blaine County residents and supports critical infrastructure needs for a working farm in Carey which up until recently was classified as a "food desert" by the USDA.

Investment in IBF is an investment in a healthy food-shed and offers inspiration and a model for a deep connection not only with our food, but with the land and the people that grew it.



Exhibit A.2. Itty Bitty Farms LWWP Budget




| Itty Bitty Farms Final Budget | | | |
|--------------------------------------|-----------------|-----------------------|----------------------|
| Item | Amount | Funded by SVIR | Funded by LAB |
| Caterpillar tunnels | \$5,400 | \$3,000 | \$2,400 |
| Overhead irrigation | \$1,000 | \$0 | \$1,000 |
| Weed management tools | \$1,600 | \$0 | \$1,600 |
| Cold storage display unit | \$2,000 | \$2,000 | \$0 |
| Total | \$10,000 | \$5,000 | \$5,000 |



County Shop Rd

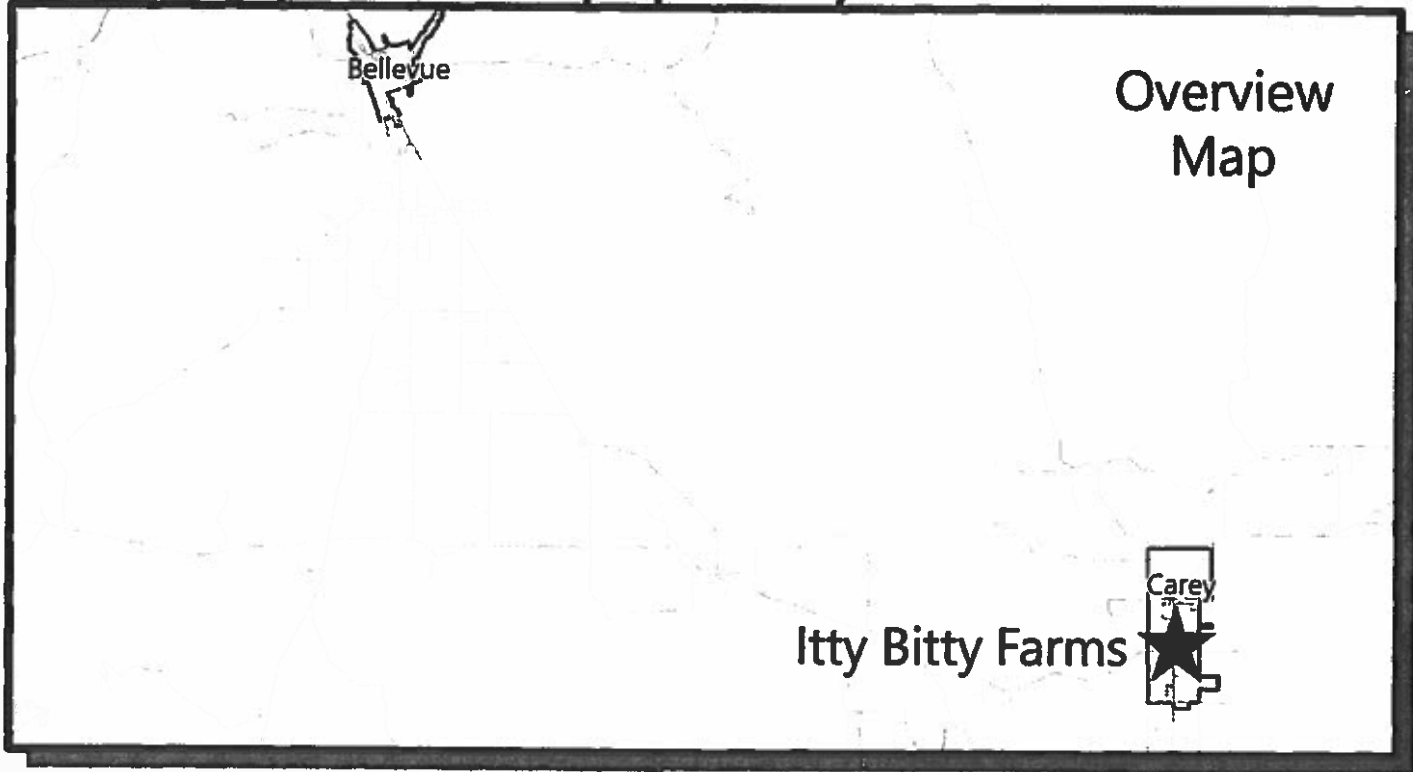
Main St

Itty Bitty Farms
RPC1S2102732B

 Road Centerlines
 Parcel Boundary
 20444 Main St

20

Cenarrusa Ln



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Blaine County GIS
April 7, 2021



Itty Bitty Farms
Regenerative Farm
20444 Main Street