

RECORDED BY AND
WHEN RECORDED MAIL TO:
Wood River Law PLLC
PO Box 22
Ketchum, Idaho 83340
(208) 721-5727
(208) 728-0015 fax

(Space above this line for Recorder's Use Only)

PHASE 6 AGREEMENT

This Agreement ("Agreement"), effective upon being recorded in the records of Blaine County, Idaho ("Effective Date") is made and entered into by and between the Copper Ranch Owner's Association, Inc., an Idaho nonprofit corporation, with an address of PO Box 2036 in Ketchum, ID 83340 ("Association"); Lido Equities Group-Idaho, LLC, an Idaho limited liability company, with an address of 218 North Canon Drive, Suite C, Beverly Hills, CA 90210 ("Lido"); Copper Ranch Land, LLC, an Idaho limited liability company, with an address of 218 North Canon Drive, Suite C, Beverly Hills, CA 90210 ("Land LLC"); and Hailey 31 LLC, an Idaho limited liability company which took title to Parcel A5 (as defined below) as Hailey 31, LLC, with an address of 218 North Canon Drive, Suite C, Beverly Hills, CA 90210 ("Hailey 31").

DEFINITIONS and RECITALS

(All Instrument Nos. in this Agreement are those of Blaine County, Idaho.)

A. Definitions. The following terms and words shall have the meanings specified below, including the plural and conjunctive forms of the terms and words:

- i. "AREA A," "AREA B," "AREA C," "AREA D," "AREA E," "AREA F", and "AREA G," mean all those areas, by the same names, as defined and delineated on Exhibit A. AREA C includes AREA C-1 and AREA C-2.
- ii. "Asphalt" means the Streets, including all that area marked as "Approximate Asphalt Snow Removal Area" on Exhibit B, including AREAS A, B, C, D, E, and F (but not G), and Wimbledon Court.
- iii. "Complex" means all the property within the boundary line as depicted on Plat 509347, excepting (i) PARCEL A5 of Plat 540813 and (ii) PARCEL B1 of Plat 555081. The Complex consists of ninety-seven (97) individual residential (including the garage portion) condominium units, in twenty-one (21) buildings, and the appurtenant Common Area.

- iv. "Declaration" means this COMPLETE RESTATEMENT OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR COPPER RANCH CONDOMINIUMS which was recorded on the Effective Date as Instrument No. 712002. The Declaration completely replaced the Original Declaration, and all amendments thereto.
- v. "Declarant" means Lido, in its capacity as the developer of the Copper Ranch condominiums, including its assigns, as contemplated in the Original Declaration.
- vi. "Development Period" means the timeframe that begins upon the Effective Date and lasts until the Post-Development Period.
- vii. "EASEMENT NORTH" means that area defined and delineated as EASEMENT NORTH on Exhibit A.
- viii. "EASEMENT SOUTH" means the entire portion of Copper Ranch Lane on Parcel A5 as defined and delineated as EASEMENT SOUTH ON Exhibit A.
- ix. "Original Declaration" means the DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR COPPER RANCH CONDOMINIUMS, recorded September 2, 2004, as Instrument No. 509364, including any amendments thereto, excepting the Declaration.
- x. "Parcel A5" means that parcel of land defined and delineated as PARCEL A5 (FUTURE PHASES) on Plat 540813, owned by Hailey 31 and upon which Hailey 31 is in the process of developing and building 31 (thirty-one) residential condominium units.
- xi. "Parcel B1" means that parcel of land defined and delineated as Parcel B1 on Plat 555081. Land LLC owns Parcel B1 upon which the health, fitness, and tennis club are currently situated.
- xii. "Paths" means paths or ways that lead to the front doors (not the garage doors or back doors) of those condominium units in the Complex and that will lead to Phase 6.
- xiii. "Parcels" means both Parcel A5 and Parcel B1.
- xiv. "Plats" means those plat maps listed below. A specific plat is defined as Plat followed by the Instrument No. For example, "Plat 509347" means the plat recorded as Instrument No. 509347.
- xv. "Phase 6" means those condominiums or units to be built on Parcel A5, including Parcel A5.
- xvi. "Post-Development Period" means that timeframe that begins at, and runs in perpetuity from, the sooner of (i) when a certificate of occupancy is received for all

31 (thirty one) condominium units slated to be built on Parcel A5; (ii) when Parcel A5 is fully developed if something other than 31 (thirty one) condominiums are built; or (iii) two (2) years from the Effective Date.

- xvii. "Properties" means the Complex, Parcel A5, and Parcel B1.
- xviii. "Quitclaim Deed" means that quitclaim deed recorded on February 28, 2025, as Instrument No. 711040.
- xix. "Snow Removal" means the removal of snow, ice, sanding, moving snow, including off-site, snowmelt and all other methods to remove snow or ice typically employed in the Wood River Valley but does not include the removal of snow or ice from roofs, back decks or patios, or the removal of snow that was removed or slid from the roofs, decks, or patios.
- xx. "Storage Easements" means those areas on Exhibit B designated for snow storage and labelled as "Approximate Snow Storage Easement"
- xxi. "Streets" means White Cloud Lane, Copper Ranch Lane, and Copper Ranch Way, as indicated on the Plats and Exhibit B.

B. From approximately 2003 through 2006, Phases I-V of the Copper Ranch Condominiums were developed, consisting of 21 buildings in 97 Units and the appurtenant common area. The Copper Ranch condominiums are governed by the Association.

C. The Copper Ranch condominiums are platted as follows ("Plats"):

- i. Copper Ranch in Hailey Phase 1, recorded on September 2, 2004, as Instrument No. 509347 which, without limitation, defines Buildings 1 through 6 and Units 1 through 30.
- ii. Copper Ranch in Hailey Phase 2, recorded on August 10, 2005, as Instrument No. 524364 which, without limitation, defines Buildings 7 and 9; and Units 31 through 35 and 41 through 45.
- iii. Copper Ranch in Hailey Phase 3, recorded on December 12, 2005, as Instrument No. 529935 which, without limitation, defines Buildings 19 and 20; and Units 85 through 94.
- iv. Copper Ranch in Hailey Phase 4, recorded on February 21, 2006, as Instrument No. 532267 which, without limitation, defines Buildings 8, 10, 11, 12, 14, 16, 18, and 29; and Units 36 through 40, 46 through 56, 62 through 64, 70 through 74, 80 through 84, and 133 through 135.

v. Copper Ranch in Hailey Phase 5, recorded on October 17, 2006, as Instrument No. 540813 which, without limitation, defines Buildings 13, 15, 17, and 28; Units 57 through 61, 65 through 69, and 128 through 132; and Parcel A5.

vi. A Replat of a Portion of Copper Ranch in Hailey Phase 5, recorded on January 22, 2008, as Instrument No. 555081 which delineates Parcel B1.

D. The Original Declaration contemplated the development of residential and commercial units and that all such units be bound by the Original Declaration for the benefit of the other. The parties recognize that such an arrangement and agreement are no longer in the best interest of any of the parties.

E. Hailey 31 is currently developing and building an additional thirty-one (31) residential condominium units on Parcel A5, which is also known as Phase 6.

F. It is the intent of the parties to collaborate on certain matters, as outlined in this Agreement. Accordingly, the parties desire to enter into this Agreement to memorialize the terms of cost sharing, easements, establishment of rules, and other in relation the maintenance and improvements of the Properties.

Incorporating the above, for adequate consideration, the parties agree as follows:

SECTION 1 GENERAL

1. Association Membership. The Parcels are removed from the Association and no owner(s) of the Parcels is (are), or shall become, Association Members (as the term Member is defined in the Declaration) or have any rights or obligations related to the Complex or Association, nor shall the Association or the Association Members have any rights or obligations related to the Parcels, except for those rights and obligations contained in this Agreement and the Plats.

2. Original Declaration. The Original Declaration and all subsequent amendments, excepting the Declaration, are deemed to be null and void and are replaced in their entirety by the Declaration.

3. Irrigation. Upon the Effective Date, Lido shall pay the Association a total of \$18,500 (Eighteen Thousand Five-Hundred Dollars) which is the approximate amount the Association paid a third-party vendor to move an irrigation line installed outside of the Complex.

4. Plat Notes. The plat notes of each of the Plats are adopted herein by reference. The parties hereby recognize and agree that the plat notes on Plat 540813 and Plat 555081 referencing the Original Declaration are no longer applicable to the Parcels as the Declaration has removed the Parcels from being governed or otherwise controlled under the Declaration.

5. Building 17 and AREA E. The Association is in the process of, or has vacated, Building 17 of Plat 540813, and, if necessary, Lido shall assist with vacating Building 17. No later than

July 31, 2025, Lido shall pave AREA E with a subbase of six (6) inches, a sub grade of four (4) inches of ¾" road mix, and asphalt at least two-and-a-half (2.5) inches thick. The drainage of the asphalt shall be sloped towards the existing drywell. Such asphalt work shall be completed in accordance with standard practices in the Wood River Valley.

6. Common Area. Lido forever quitclaims, by way of, and subject to, the Quitclaim Deed, the Complex to the Association.

SECTION 2 EASEMENTS

The following easements are granted, subject to, and in addition to, the terms and conditions of this Agreement and the Quitclaim Deed. All easements contained herein are appurtenant to and run with the land.

1. Access Easements. Perpetual access easements are granted by Hailey 31 to the Association and Land LLC over and across EASEMENT SOUTH; by the Association to Hailey 31 and Land LLC over and across the Association-owned Streets; and by the Association to Land LLC over and across AREA B. The easements in this Subsection are for access only and not for the parking or storing of vehicles.
2. Parking Easements. Perpetual and exclusive parking easements are granted by the Association to Land LLC over and on AREA A; by the Association to Hailey 31 over and on AREA E, excepting those six (6) parking spaces delineated as AREA D; and by Land LLC to the Association over and on AREA C.
3. Maintenance Easements. Perpetual maintenance easements are granted by Hailey 31 to the Association over, under, and across EASEMENT SOUTH; and by Land LLC, to the Association over, under, and across AREA F. The easements in this Subsection are granted for the purposes of repair, maintenance, and replacement of/to the sidewalks, the corresponding portions of the Asphalt and Streets (but excepting Parcel B1), including base and sub grade repair thereof, utilities, and other maintenance, as contemplated in this Agreement, excepting Snow Removal. Notwithstanding the above, the installation of sidewalks in EASEMENT SOUTH or other installation requirements of Hailey 31 in EASEMENT SOUTH, as a result of developing Phase 6, are the sole responsibility of Hailey 31.
4. Snow Removal Easements. Perpetual easements are granted by Hailey 31 to the Association, over and on EASEMENT SOUTH, Wimbledon Court, and the Paths to be built on Parcel A5; by the Association to Land LLC over and on AREA A and AREA B; and by Land LLC to the Association over and on AREA C. The easements in this Subsection are granted for the purposes of Snow Removal only.
5. Snow Storage Easements. Upon the commencement of the Post-Development Period, the parties grant each other a perpetual, non-exclusive, and reciprocal easement to the Storage Easements; provided; however, that the Association, shall be the only party to store snow in the Storage Easements (but on behalf of the other parties, as contained in this Agreement), excepting AREA G upon which snow removed from AREA A, AREA F, and the asphalt areas of Parcel B1

may be stored by Land LLC. Any snow that is removed or slid from the roof or deck of any condominium or building on the Properties shall not be stored in the Snow Storage Easements, including AREA G, unless, in the Association's sole discretion, such storage will not cause snow to be hauled offsite from the Properties during the course of the snow-removal season.

SECTION 3 SNOW REMOVAL AND COST SHARING

Upon the Effective Date, subject to the below, Snow Removal shall be completed exclusively by the Association from the Asphalt and Paths, excepting the portion of Asphalt on Parcel B1, AREA A, and AREA B; and Snow Removal shall be completed by Land LLC from AREA A and AREA B. Snow Removal from Parcel B1 shall be the responsibility of Parcel B1 but is not mandated by this Agreement.

1. Asphalt Snow Removal. The parties shall share all costs and expenses incurred by the Association in performing Snow Removal from the Asphalt, excepting the portion of Asphalt on Parcel B1, AREA A, and AREA B, under this Agreement, as follows:

Association:	76%
Land LLC:	0%
Hailey 31:	24%

2. Path Snow Removal. Path Snow Removal may, at times, require snow to be moved to the Asphalt or the Storage Easements and, once moved from the Paths, all subsequent costs are classified as Asphalt Snow Removal costs. The parties shall share all costs and expenses incurred by the Association in Path Snow Removal, according to the percentages below.

- a. Development Period. Upon the Effective Date and through the Development Period, the percentage of the cost-sharing shall be based on the following fraction. The denominator shall be the sum of 97 (ninety-seven) (representing those units in the Association) and the actual number of units in Phase 6 (which will be counted upon any unit in Phase 6 receiving a certificate of occupancy from the City of Hailey, which Hailey 31 shall work in good faith to obtain). The numerator of each party will be 97 (ninety-seven) for the Association and the actual number of units in Phase 6. The resulting percentages will be rounded to the nearest whole number. For example, if 20 (twenty) units receive a certificate of occupancy in Phase 6, the parties will share path snow removal costs as follows:

Association	83%
Land LLC:	0.0%
Hailey 31:	17%

- b. Post-Development Period. During the Post-Development Period, the parties shall share Path snow removal costs as follows:

Association:	76%
Land LLC:	0.0%
Hailey 31:	24%

3. Offsite Snow Removal. If for any reason, in the Association's sole discretion, snow needs to be moved from the Complex, including AREA G, or Parcel A5, to an area not on the Properties, the parties will share in such snow moving costs as follows:

Association	73%
Land LLC:	16%
Hailey 31:	11%

Pursuant to this Agreement, any snow removed from any roof or deck on the Properties shall be the responsibility of the individual party from whose land/building the snow from the roof or decks was removed and shall be moved to an area not on the Properties, unless otherwise agreed to by the Association.

SECTION 4

STREET AND UTILITY MAINTENANCE AND COST SHARING

Street maintenance under this Subsection is only for EASEMENT NORTH, EASEMENT SOUTH, and AREA E but includes all maintenance, repair, and replacement, including, without limitation, laying new asphalt (excepting the original installation of asphalt on AREA E by Lido), drainage, seal coating, chip sealing, repair of potholes, new subsurface base, excavation, sidewalk maintenance (excepting any original sidewalk installation in EASEMENT SOUTH), street signs (collectively, in this Subsection only "Street Maintenance"). Upon the Effective Date, all Street Maintenance shall be completed by the Association, at the Association's discretion, the costs of which are to be shared, as follows.

1. **EASEMENT NORTH**

Association:	90%
Land LLC:	10%
Hailey 31:	0%

2. **EASEMENT SOUTH**

Association:	90%
Land LLC:	0%
Hailey 31:	10%

3. **AREA E**

Association:	24%
Land LLC:	0%
Hailey 31:	76%

In the event that utilities need to be accessed, maintained, or installed under the EASEMENT NORTH or EASEMENT SOUTH, the party which receives the benefit of the utility access, maintenance or easement shall be responsible for all costs related to the utility and corresponding repair in those easement areas. In the event that the utilities serve, or will serve, only two parties above, those formulas above shall be used, depending on the easement area. For example, if utility work takes place in the EASEMENT NORTH that benefits both the Association and Land LLC, the formulas under 4.1 shall be used. If utility work under the EASEMENT NORTH or EASEMENT SOUTH benefits all parties, then cost sharing shall be allocated as follows:

Association:	71%
Land LLC:	7%

Hailey 31: 22%

Each party shall have the authority to initiate utility work in or under the EASEMENT NORTH or EASEMENT SOUTH; however, the Association shall have the sole authority, but not the obligation, to repair any Streets and sidewalks as the result of utility work and bill the other parties according to this Subsection.

SECTION 5 RULES

Each party is subject to the following rules and restrictions; however, the Association may pass additional parking rules not violative of this Agreement or the Quitclaim Deed:

1. Construction of Phase 6. In addition to those construction and related rules imposed by the City of Hailey, Hailey 31 agrees to the following during the Development Period:
 - a. No dogs may be brought onto the Properties by any vendor working on Phase 6.
 - b. No loud radios may be played.
 - c. All construction parking shall take place on Parcel A5 and, only from the hours of 7 AM to 5 PM Monday through Friday, and on AREA E excepting those six (6) spots reserved for the Association.
 - d. Notwithstanding the above, AREA E shall be closed through June 1, 2025, or until the installation of the asphalt in AREA E, whichever is sooner.
2. Noise. All noise emitting from the Properties may not violate the City of Hailey's ordinances.
3. Pets. Pets may not roam free between the Properties or otherwise cause a nuisance.
4. Trailers and Parking. During the Post-Development Period, no trailers, recreational vehicles, campers, trucks exceeding 10,000 pounds in gross vehicle weight, or boats may be parked on the Properties. All vehicles parked on the Properties must be in working order and have current registration tags. No vehicle maintenance may take place on the Properties.
5. Storage. During the Post-Development Period, there shall be no appliances, indoor furniture, or other items stored or kept outside of the buildings on the Properties except permanent air conditioning units, outdoor furniture/appliances, and bicycles.
6. Maintenance. All parties agree to maintain the exterior of their buildings and the grounds surrounding them in a first-class manner in accordance with other similar associations in the Wood River Valley.
7. Nuisances. No party may create a nuisance.

SECTION 6 INVOICING, INSURANCE, INDEMNIFICATION, AND RELEASE

1. Invoicing. The Association shall bill Hailey 31 and Land LLC for their respective shares of the costs contained in this Agreement on a quarterly basis, in arrears. The bill shall include a

date range, the percentage of cost sharing applied, and a copy of the third-party invoices or, if an employee of the Association, itemizations which are adequate to relay the cost of the task performed. In the event a bill is not paid in full within thirty (30) days of the date the bill is posted or emailed, the non-paying party shall be in default and the Association may pursue all legal remedies available to it.

2. Insurance. Excepting Lido, each party shall carry all insurance necessary to insure against any and all loss occasioned by the use of the easements as contained in this Agreement. Whenever requested, each party shall furnish insurance certificates to the other party(ies). Each insurance policy shall name each party as an additional insured.
3. Indemnification. Each party shall indemnify and hold the other harmless against all claims whatsoever occurring on the easements, except those claims arising from malfeasance, fraud, criminal acts, gross negligence, or the use of a motor vehicle. Nothing contained in this Agreement prohibits a party from pursuing a claim against a third party for damages that are not covered by insurance.
4. Release. The parties release each other from all claims whatsoever resulting from the development or management of the Properties prior to the Effective Date excepting those arising from malfeasance, fraud, criminal acts, gross negligence, or the use of a motor vehicle.

SECTION 7 MISCELLANEOUS

1. Communication. Communication, including invoicing shall be sent to the following emails. Further, if any party modifies an email address, that party shall notify the other parties within five (5) business days of such medication. The initial email addresses are as follows: karl@wooddriverlaw.com for the Association; jesmith@lidoeq.com for Land LLC; jesmith@lidoeq.com for Lido; and jesmith@lidoeq.com for Hailey 31.
2. Heirs and Assigns. This Agreement will inure to the benefit of, and be enforceable by, the parties' heirs and assigns.
3. Paragraph 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 of the provisions of this Agreement.
4. Provisions Severable. Every provision of this Agreement is intended to be severable. If any term or 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.
5. Remedies. Each party make seek any remedy to enforce this Agreement. 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 nor waive its rights to use any or all other remedies. Any rights provided to the parties under this Agreement are given in addition to any other rights the parties may have by law, statute, ordinance or otherwise.

6. Attorney Fees. In the event of any action or proceeding brought by a party against the other(s) under this Agreement, the prevailing party shall be entitled to recover all reasonable attorney's fees, including attorney's fees on appeal, and all costs of the litigation.
7. 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.
8. Governing Law. This Agreement shall be governed by, and construed in accordance with the laws, rules, and regulations of the State of Idaho.
9. Preparation of Agreement. This Agreement was drafted by the Association's attorney and no presumption shall exist in favor of or against any party to this Agreement as the result of the drafting and preparation of the Agreement.
10. Authority. Those individuals signing below each have authority from their respective entities to execute this Agreement.
11. No Waiver. No waiver of any breach by either party of the terms of this Agreement shall be deemed a waiver of any subsequent breach of the Agreement.
12. Amendment. No amendment of this Agreement shall be effective unless made in writing by all parties, or the parties' heirs and assigns, and recorded in Blaine County.

(Signatures On Following Pages)

The Copper Ranch Owner's Association, Inc

By John Sofro, its President

Date: 4/25/25

STATE OF IDAHO)
) ss.
County of Blaine)

This record was acknowledged before me on this 25th of April, 2025 by John Sofro, as the President of the Copper Ranch Owner's Association, Inc.

[Signature]
Notary Public for Idaho

Residing: Hailey, ID

Commission Expires: 06/28/2030

MELYSSA WHITESELL
Commission #20181180
Notary Public
State of Idaho
My Commission Expires: 06/28/2030

Lido Equities Group-Idaho LLC

By Jeff Edward Smith, its member

Date: 3-28-2025

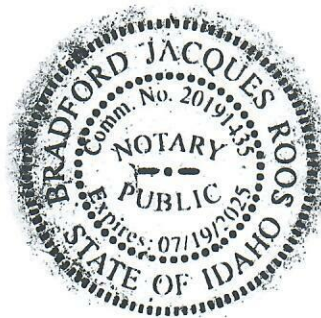
STATE OF IDAHO)
) ss.
County of Blaine)

This record was acknowledged before me on this 28 of March, 2025 by Jeff Edward Smith as a Member of Lido Equities Group-Idaho LLC.

[Signature]
Notary Public for Idaho

Residing: BLAINE

Commission Expires: 7/19/25



Copper Ranch Land, LLC

By Jeff Edward Smith, its member

Date:

3-28-2025

STATE OF IDAHO)

ss.

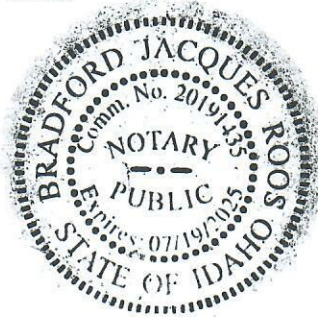
County of Blaine)

This record was acknowledged before me on this 28 of March, 2025 by Jeff Edward Smith as a Member of Copper Ranch Land, LLC.

Notary Public for Idaho

Residing: BLAINE

Commission Expires: 7/19/25



Hailey 31, LLC

By Jeff Edward Smith, its member

Date:

3-28-2025

STATE OF IDAHO)

ss.

County of Blaine)

This record was acknowledged before me on this 28 of March, 2025 by Jeff Edward Smith as a member of Hailey 31, LLC.

Notary Public for Idaho

Residing: BLAINE

Commission Expires: 7/19/25

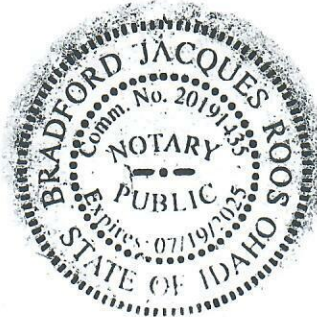


EXHIBIT A

Galena-Benchmark Engineering

ENGINEERING, PLANNING, SURVEYING & MAPPING
P.O. Box 733 - 100 Bell Drive
Ketchum, Idaho 83340
(208) 726-5512

DESCRIPTION OF "AREA A"

A parcel of land located within Section 15, Township 2 North, Range 18 East, Boise Meridian, City of Hailey, Blaine County, Idaho, also being a portion of Copper Ranch in Hailey Phase 1, recorded as Instrument Number 509347, Records of Blaine County, Idaho, more particularly described as follows:

Commencing at the True Point of Beginning of Copper Ranch in Hailey Phase 1, as shown on said Instrument Number, thence proceeding 177.91 feet along an curve to the left with a radius of 560.00 feet, a central angle of 18°12'10", and a chord that bears S 44°08'05" E, 177.16 feet; thence N 37°04'51" E, 11.33 feet to the True Point of Beginning of this description;

Thence, N 62°42'00" W, 9.77 feet;

Thence, N 37°18'00" E, 170.25 feet;

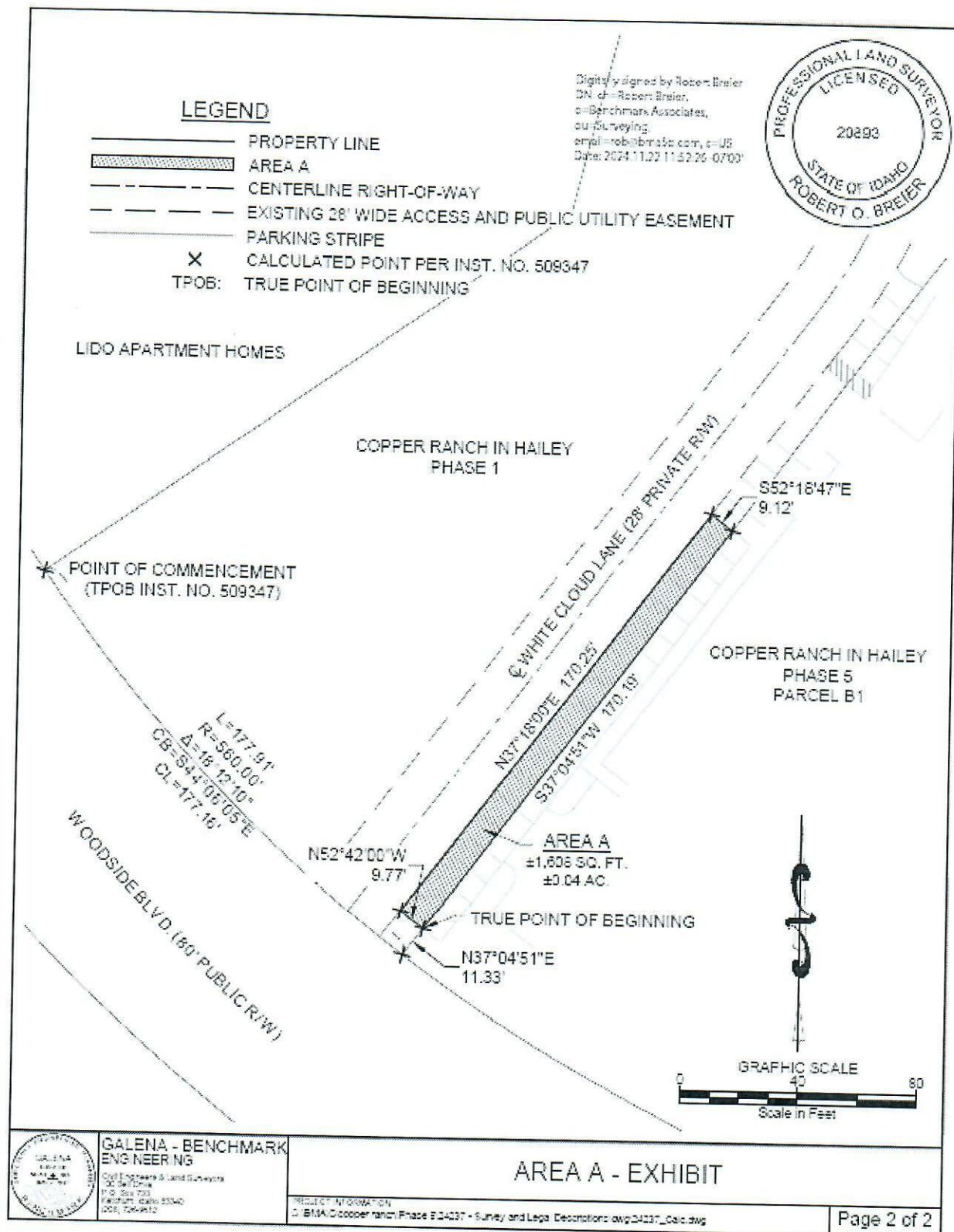
Thence, S 52°18'47" W, 9.12 feet;

Thence, S 37°04'51" W, 170.19 feet to the True Point of Beginning.

Described area containing 1,608 Square Feet, 0.04 Acres more or less.

See exhibit map attached hereto and made part of this description.

END OF DESCRIPTION



Galena-Benchmark Engineering

ENGINEERING, PLANNING, SURVEYING & MAPPING
P.O. Box 733 - 100 Bsl Drive
Ketchum, Idaho 83340
(208) 726-5512

DESCRIPTION OF "AREA B"

A parcel of land located within Section 15, Township 2 North, Range 19 East, Boise Meridian, City of Hailey, Blaine County, Idaho, also being a portion of Copper Ranch in Hailey Phase 1, recorded as Instrument Number 509347, Records of Blaine County, Idaho, more particularly described as follows:

Commencing at the True Point of Beginning of Copper Ranch in Hailey Phase 1, as shown on said Instrument Number, thence proceeding 177.81 feet along a curve to the left with a radius of 580.00 feet, a central angle of $15^{\circ}12'10''$, and a chord that bears $S 44^{\circ}06'06'' E$, 177.16 feet; thence $S 37^{\circ}04'51'' E$, 222.08 feet to the True Point of Beginning of this description;

Thence, $N 52^{\circ}42'00'' W$, 8.97 feet;

Thence, $N 37^{\circ}19'00'' E$, 22.45 feet;

Thence, $S 52^{\circ}42'00'' W$, 8.88 feet;

Thence, $S 37^{\circ}04'51'' W$, 22.25 feet to the True Point of Beginning.

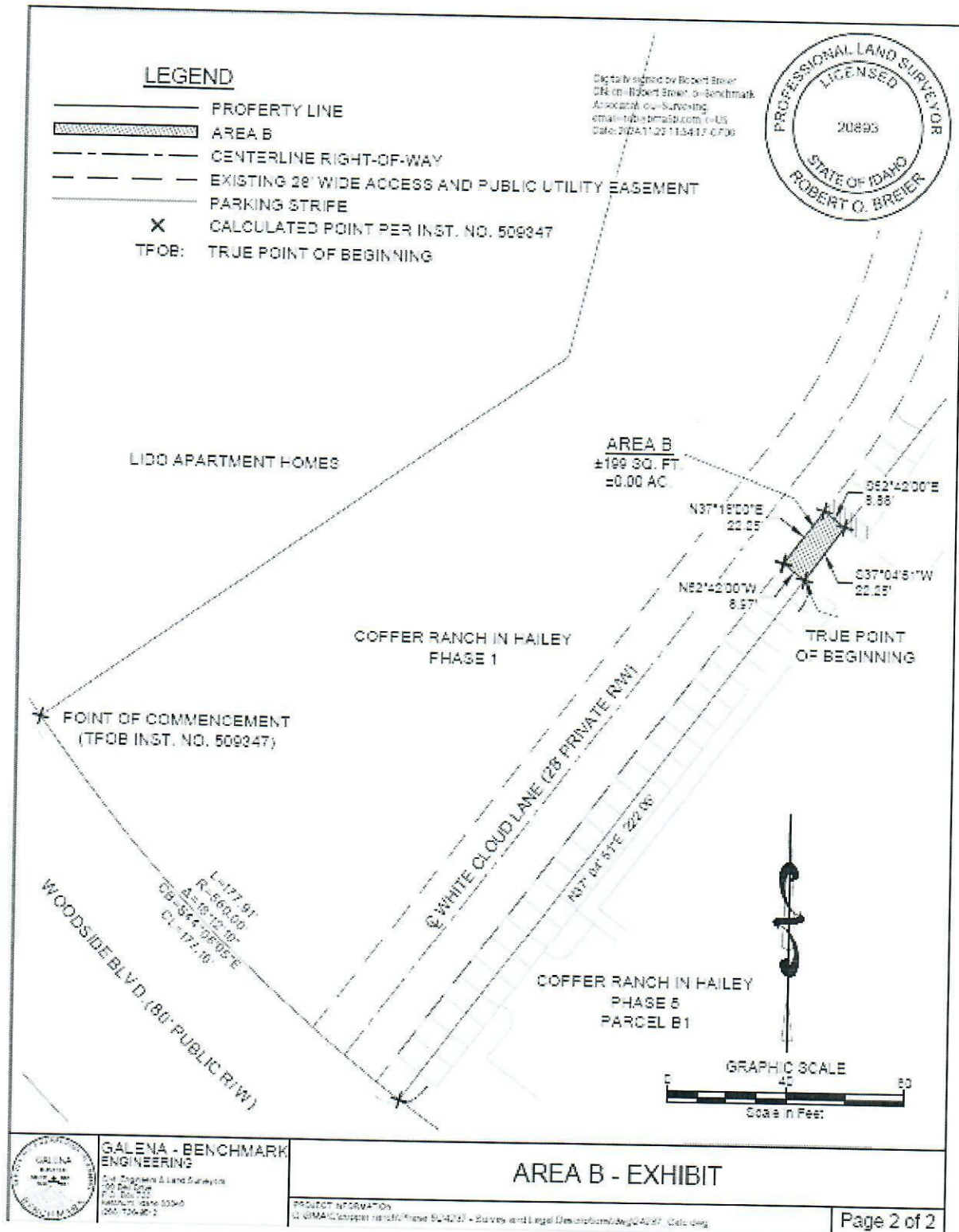
Described area containing 199 Square Feet, 0.005 Acres more or less.

See exhibit map attached hereto and made part of this description.

END OF DESCRIPTION



Digitally signed by Robert Breier
DN: cn=Robert Breier, o=Benchmark
Associates, ou=Surveying,
email=rob@benchmark.com, c=US
Date: 2024.11.22 11:54:00 -0700



Galena-Benchmark Engineering

ENGINEERING, PLANNING, SURVEYING & MAPPING
P.O. Box 733 - 100 Bell Drive
Ketchum, Idaho 83340
(208) 726-9512

DESCRIPTION OF "AREA C"

A parcel of land located within Section 15, Township 2 North, Range 18 East, Boise Meridian, City of Hailey, Blaine County, Idaho, also being a portion of Copper Ranch in Hailey Phase 5, recorded as Instrument Number 540813, Records of Blaine County, Idaho, more particularly described as follows:

Commencing at the True Point of Beginning of Copper Ranch in Hailey Phase 1, as shown on said Instrument Number, thence proceeding 177.91 feet along a curve to the left with a radius of 560.00 feet, a central angle of 18°12'10", and a chord that bears S 44°06'05" E, 177.16 feet; thence N 37°04'51" E, 181.52 feet to the **True Point of Beginning of this description**;

Thence, N 37°04'51" E, 40.55 feet;

Thence, S 52°42'00" E, 8.01 feet;

Thence, S 37°14'03" W, 40.60 feet;

Thence, S 52°18'47" W, 7.90 feet to the **True Point of Beginning**;

Described area containing 323 Square Feet, 0.01 Acres more or less.

Together with,

A parcel of land located within Section 15, Township 2 North, Range 18 East, Boise Meridian, City of Hailey, Blaine County, Idaho, also being a portion of Copper Ranch in Hailey Phase 5, recorded as Instrument Number 540813, Records of Blaine County, Idaho, more particularly described as follows:

Commencing at the True Point of Beginning of Copper Ranch in Hailey Phase 1, as shown on said Instrument Number, thence, proceeding 177.91 feet along a curve to the left with a radius of 560.00 feet, a central angle of 18°12'10", and a chord that bears S 44°06'05" E, 177.16 feet; thence N 37°04'51" E, 244.31 feet to the **True Point of Beginning of this Description**;

Thence, N 37°04'51" E, 41.57 feet;

Thence, S 60°48'57" E, 11.92 feet;

Thence, S 33°35'50" W, 43.35 feet;

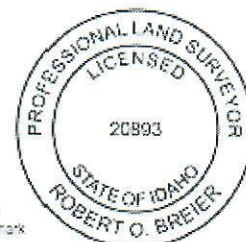
Thence, N 52°42'00" W, 14.44 feet to the **True Point of Beginning**;

Described area containing 558 Square Feet, 0.01 Acres more or less.

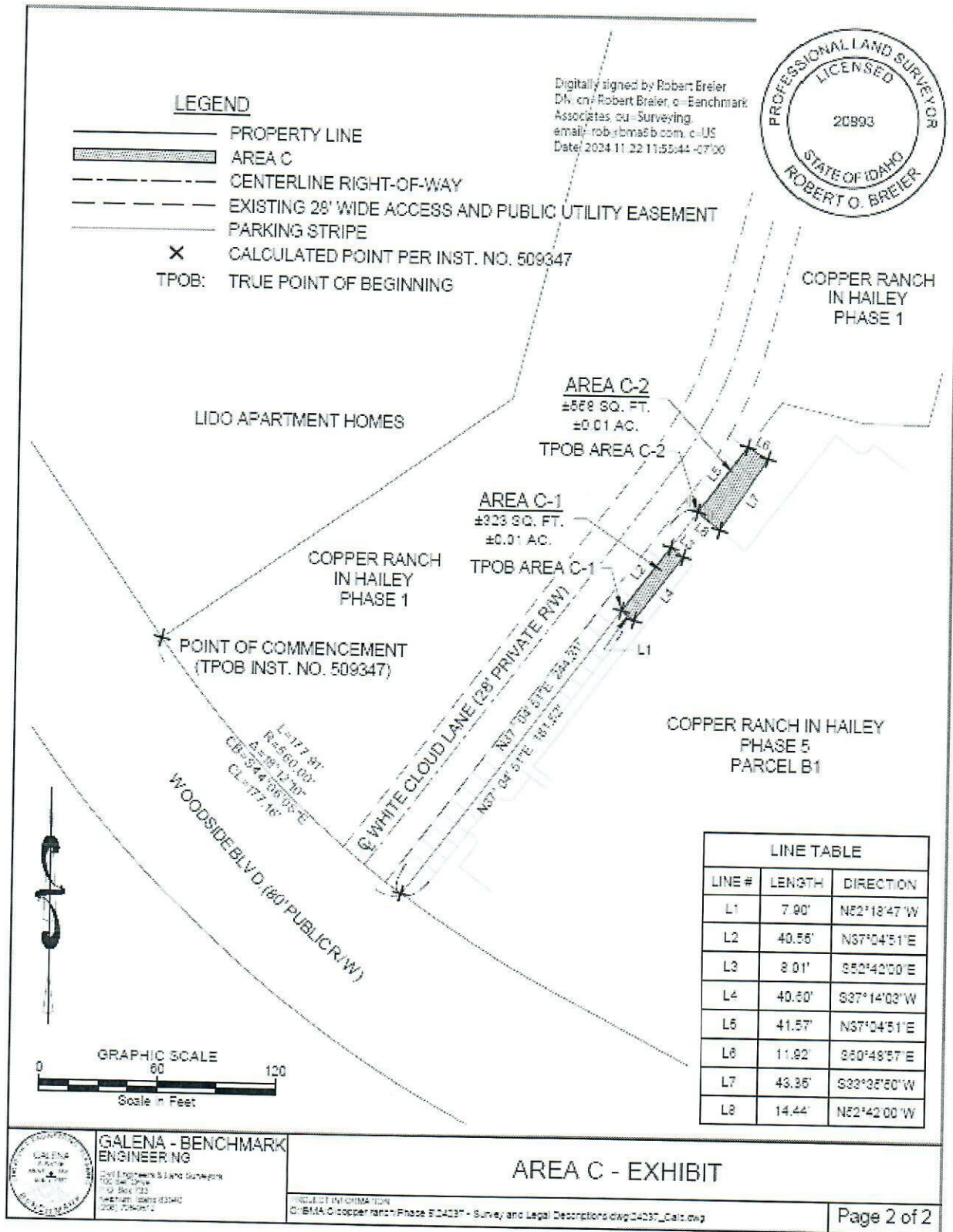
See exhibit map attached hereto and made part of this description.

END OF DESCRIPTION

Digitally signed by Robert Breier
DN: cn=Robert Breier, o=Benchmark
Associates, ou=Surveying,
email=robert@mba.com, c=US
Date: 2024.11.22 11:53:27 -0700



Page 1 of 2



Galena-Benchmark Engineering

ENGINEERING, PLANNING, SURVEYING & MAPPING

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Ketchum, Idaho 83340

(208) 726-9512

DESCRIPTION OF "AREA D"

A description of 6 to be constructed parking spaces located within Section 15, Township 2 North, Range 18 East, Boise Meridian, City of Hailey, Blaine County, Idaho, also being a portion of Copper Ranch in Hailey Phase 5, recorded as Instrument Number 540813, Records of Blaine County, Idaho, more particularly described as follows:

Commencing at the TPOB of the Replat of Copper Ranch in Hailey Phase 5, as shown on said Instrument Number, thence proceeding N 71°24'03" W, 73.35 feet; thence, 240.93 feet along a curve to the right with a radius of 197.00 feet, a central angle of 70°04'18", and a chord that bears S 23°02'48" E, 226.19 feet; thence, N 11°59'21" W, 13.85 feet to the **True Point of Beginning of this description**;

Thence, S 11° 59' 21" W, 48.00 feet;

Thence, N 78° 08' 54" W, 16.00 feet;

Thence, N 11° 51' 06" E, 48.00 feet;

Thence, S 78° 08' 54" E, 18.12 feet to the **True Point of Beginning**.

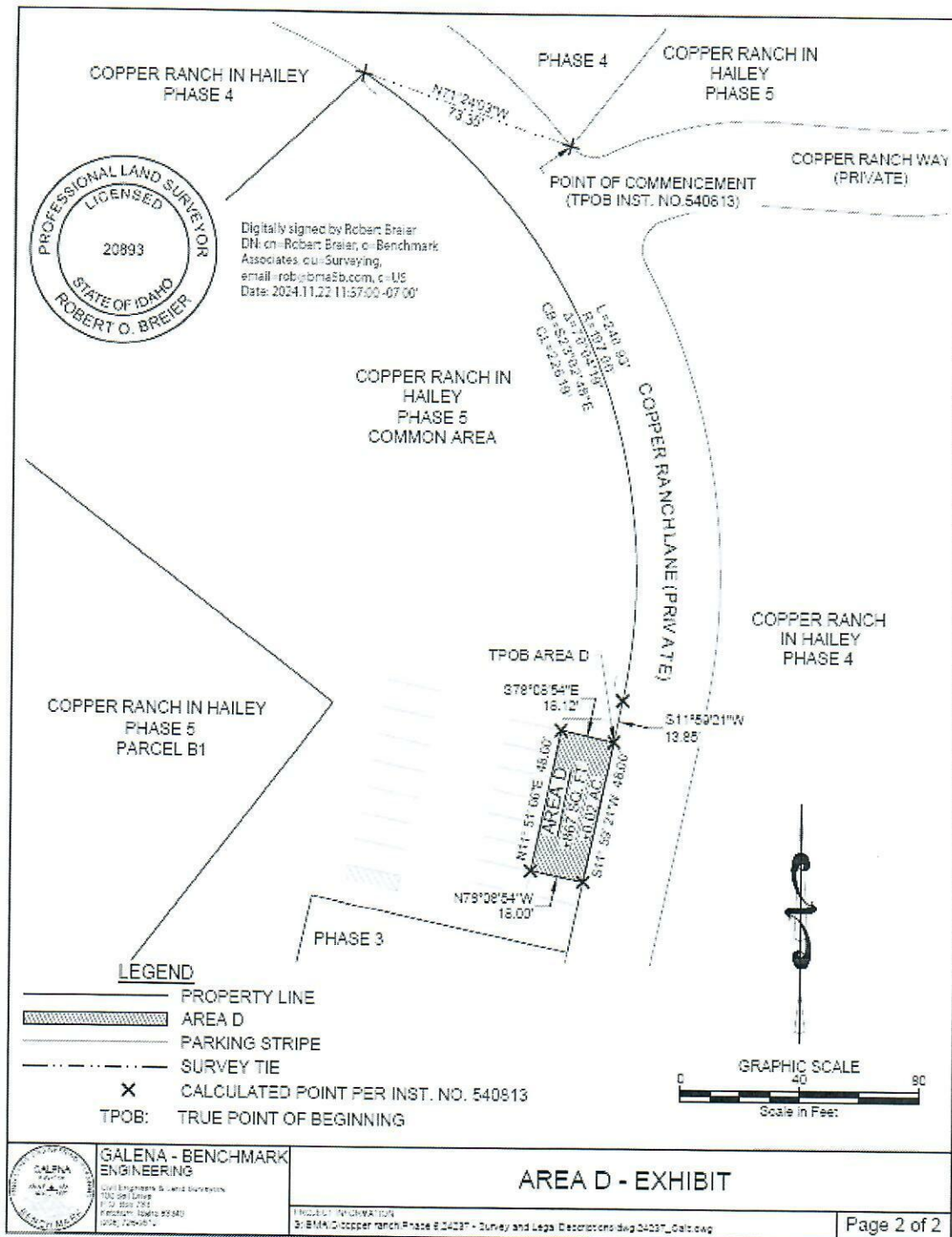
Described area containing 867 Square Feet, 0.02 Acres more or less.

See exhibit map attached hereto and made part of this description.

END OF DESCRIPTION

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DESCRIPTION OF "AREA E"

A description of a to be constructed parking lot located within Section 15, Township 2 North, Range 18 East, Boise Meridian, City of Hailey, Blaine County, Idaho, also being a portion of Copper Ranch in Hailey Phase 5, recorded as Instrument Number 540813, Records of Blaine County, Idaho, more particularly described as follows:

Commencing at the TPOB of the Replat of Copper Ranch in Hailey Phase 5, as shown on said Instrument Number, thence proceeding N 71°24'03" W, 73.35 feet; thence, 222.43 feet along a curve to the right with a radius of 197.00 feet, a central angle of 64°41'28", and a chord that bears S 25°44'13" E, 210.80 feet to the **True Point of Beginning of this description**;

Thence, 18.50 feet along a curve to the right with a central angle of 5° 22' 50", a radius of 197.00 feet, and a chord that bears S 09°17'56" W, 18.49 feet;

Thence, S 11°59'21" W, 77.85 feet;

Thence, N 78°11'17" W, 33.07 feet;

Thence 4.71 along a curve to the left with a central angle of 90° 00' 00", a radius of 3.00 feet, and a chord that bears S 56°48'43" W, 4.24 feet;

Thence, N 78°11'17" W, 23.93 feet;

Thence 4.78 feet along a curve to the left with a central angle of 91° 16' 51", a radius of 3.00 feet, and a chord that bears N 33° 50' 21" W, 4.29 feet;

Thence, N 78°11'17" W, 15.00 feet;

Thence, N 11°51'48" E, 77.00 feet;

Thence, S 78°11'17" E, 7.00 feet;

Thence, N 89°46'24" E, 67.98 feet;

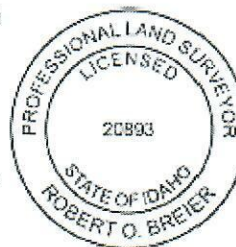
Thence, 7.05 feet along a curve to the left with a central angle of 80° 53' 23", a radius of 5.00 feet, and a chord that bears N 49°19'42" E, 6.49 feet to the **True Point of Beginning**.

Described area containing 6,636 Square Feet, 0.15 Acres more or less.

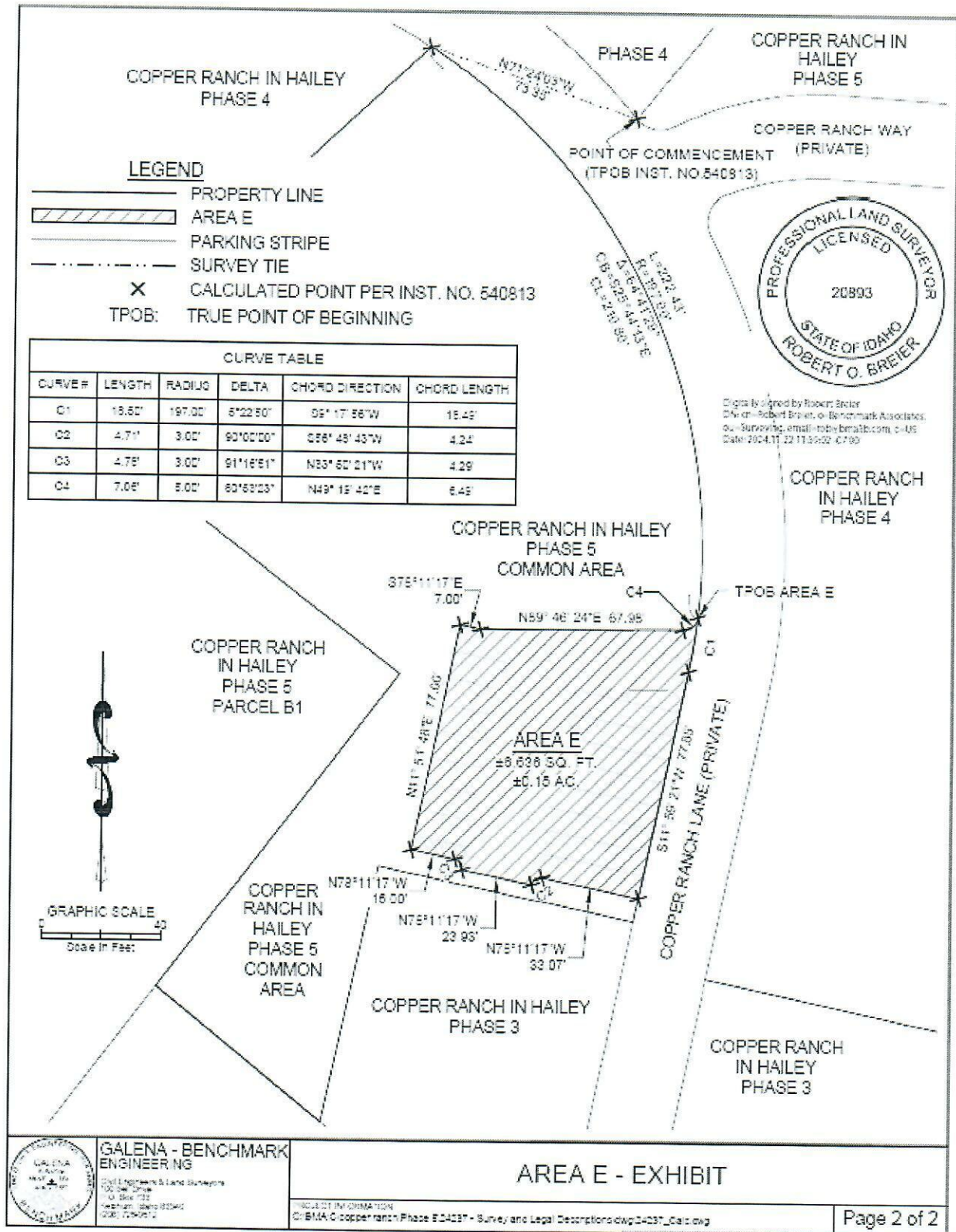
See exhibit map attached hereto and made part of this description

END OF DESCRIPTION

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DESCRIPTION OF "AREA F"

A parcel of land located within Section 15, Township 2 North, Range 18 East, Boise Meridian, City of Hailey, Blaine County, Idaho, also being a portion of Copper Ranch in Hailey Phase 1, recorded as Instrument Number 509347, Records of Blaine County, Idaho, more particularly described as follows:

Commencing at the TPOB of Copper Ranch in Hailey Phase 1, as shown on said Instrument Number, thence proceeding 177.91 feet along an arc to the left with a radius of 560.00 feet, a central angle of 18°12'10", and a chord that bears S 44°06'05" E, 177.16 feet; thence N 37°04'51" E, 11.33 feet to the **True Point of Beginning** of this description;

Thence, N 37°04'51" E, 170.19 feet

Thence, S 52°18'47" E, 7.90 feet;

Thence, S 37°14'03" W, 170.13 feet;

Thence, N 52°42'00" W, 7.45 feet to the **True Point of Beginning**.

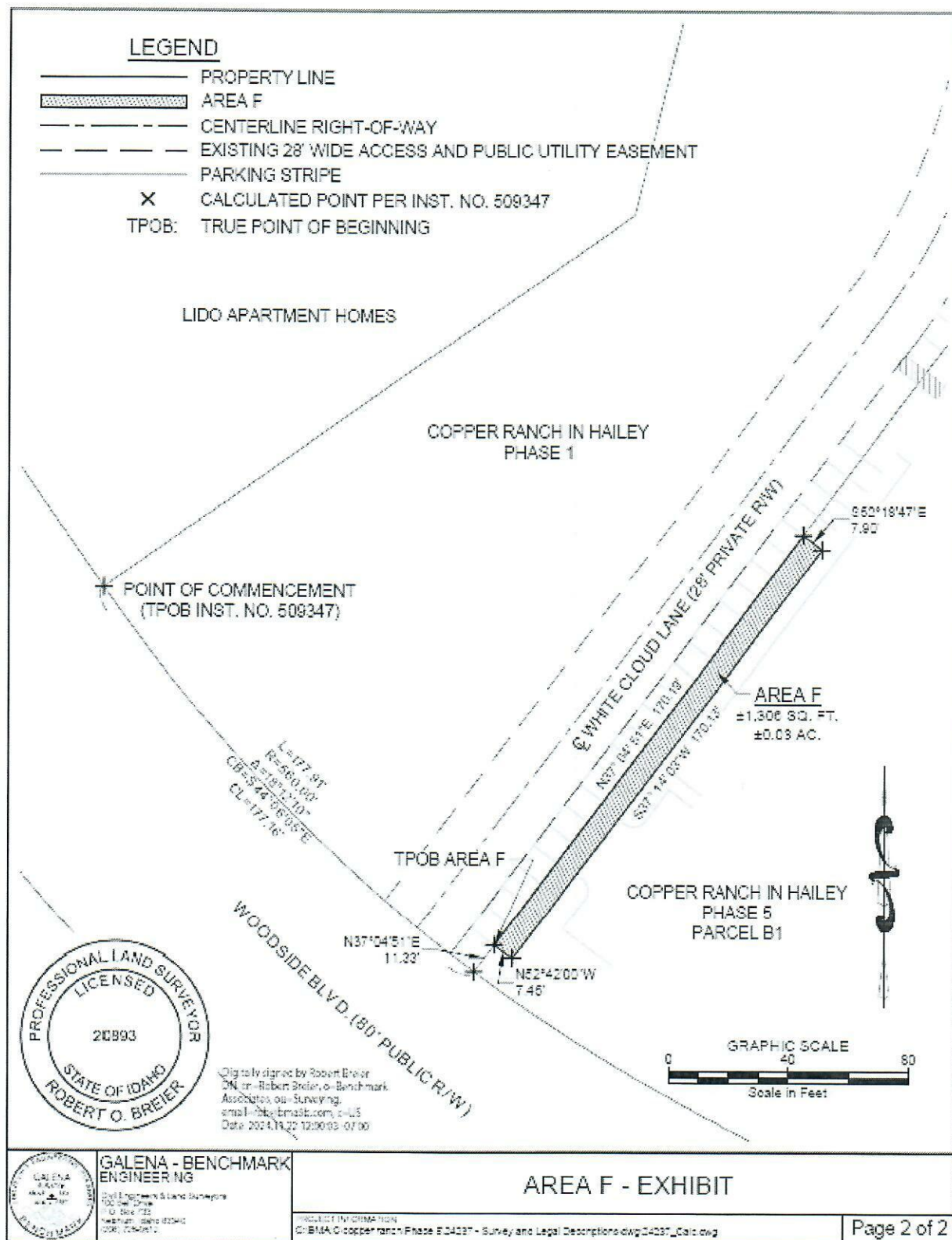
Described area containing 1,306 Square Feet, 0.03 Acres more or less.

See exhibit map attached hereto and made part of this description.

END OF DESCRIPTION

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Date: 2024.11.22 11:59:45 -0700





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Ketchum, Idaho 83340
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DESCRIPTION OF "AREA G"

A parcel of land located within Section 15, Township 2 North, Range 18 East, Boise Meridian, City of Hailey, Blaine County, Idaho, also being a portion of Copper Ranch in Hailey Phase 5, recorded as Instrument Number 540813, Records of Blaine County, Idaho, more particularly described as follows:

Commencing at the TPOB of the Replat of Copper Ranch in Hailey Phase 5, as shown on said Instrument Number, thence proceeding S 76°56'47" E, 42.55 feet; thence, S 89°32'33" E, 33.19 feet; thence, N 13°45'24" E, 41.45 feet; thence, S 52°33'35" E, 30.45 feet to the **True Point of Beginning of this description**;

Thence, N 50° 24' 13" E, 27.34 feet;

Thence, S 77° 03' 52" E, 22.16 feet;

Thence, S 47° 29' 45" E, 47.34 feet;

Thence, S 80° 20' 48" E, 36.61 feet;

Thence, S 00° 00' 00" E, 61.37 feet;

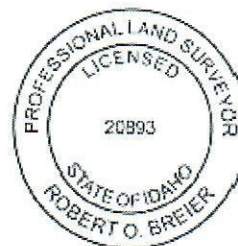
Thence, N 52° 33' 35" W, 143.14 feet to the **True Point of Beginning**.

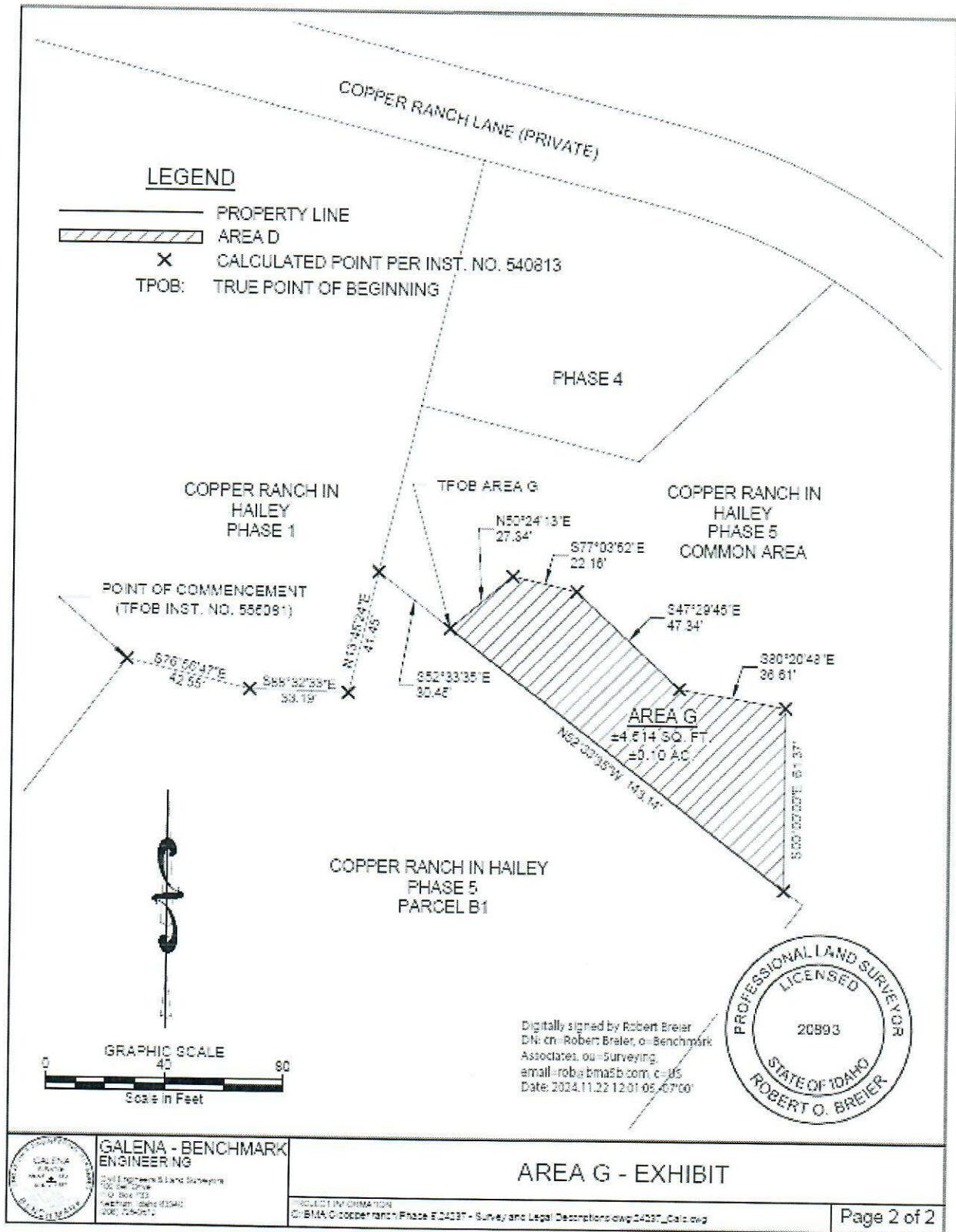
Described area containing 4,514 Square Feet, 0.10 Acres more or less.

See exhibit map attached hereto and made part of this description.

END OF DESCRIPTION

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DESCRIPTION OF "EASEMENT NORTH"

A parcel of land located within Section 15, Township 2 North, Range 18 East, Boise Meridian, City of Hailey, Blaine County, Idaho, also being a portion of Copper Ranch in Hailey Phase 1, recorded as Instrument Number 509347, Records of Blaine County, Idaho, more particularly described as follows:

Commencing at the TPOB of Copper Ranch in Hailey Phase 1, as shown on said Instrument Number, thence proceeding 140.07 feet along an curve to the left with a radius of 560.00 feet, a central angle of $14^{\circ}19'54''$, and a chord that bears $S 42^{\circ}09'57'' E$, 139.71 feet to the **True Point of Beginning** of this Description;

Thence, $N 37^{\circ}18'00'' E$, 243.36 feet;

Thence, $S 52^{\circ}42'00'' E$, 36.88 feet;

Thence, $S 37^{\circ}04'51'' W$, 232.98 feet;

Thence, $N 52^{\circ}42'00'' W$, 9.77 feet;

Thence, $S 37^{\circ}18'00'' W$, 11.33 feet;

Thence, 28.02 feet along a curve to the right with a radius of 560.00 feet, a central angle of $2^{\circ}52'00''$, a chord that bears $N 50^{\circ}45'54'' W$, 28.02 feet to the **True Point of Beginning**.

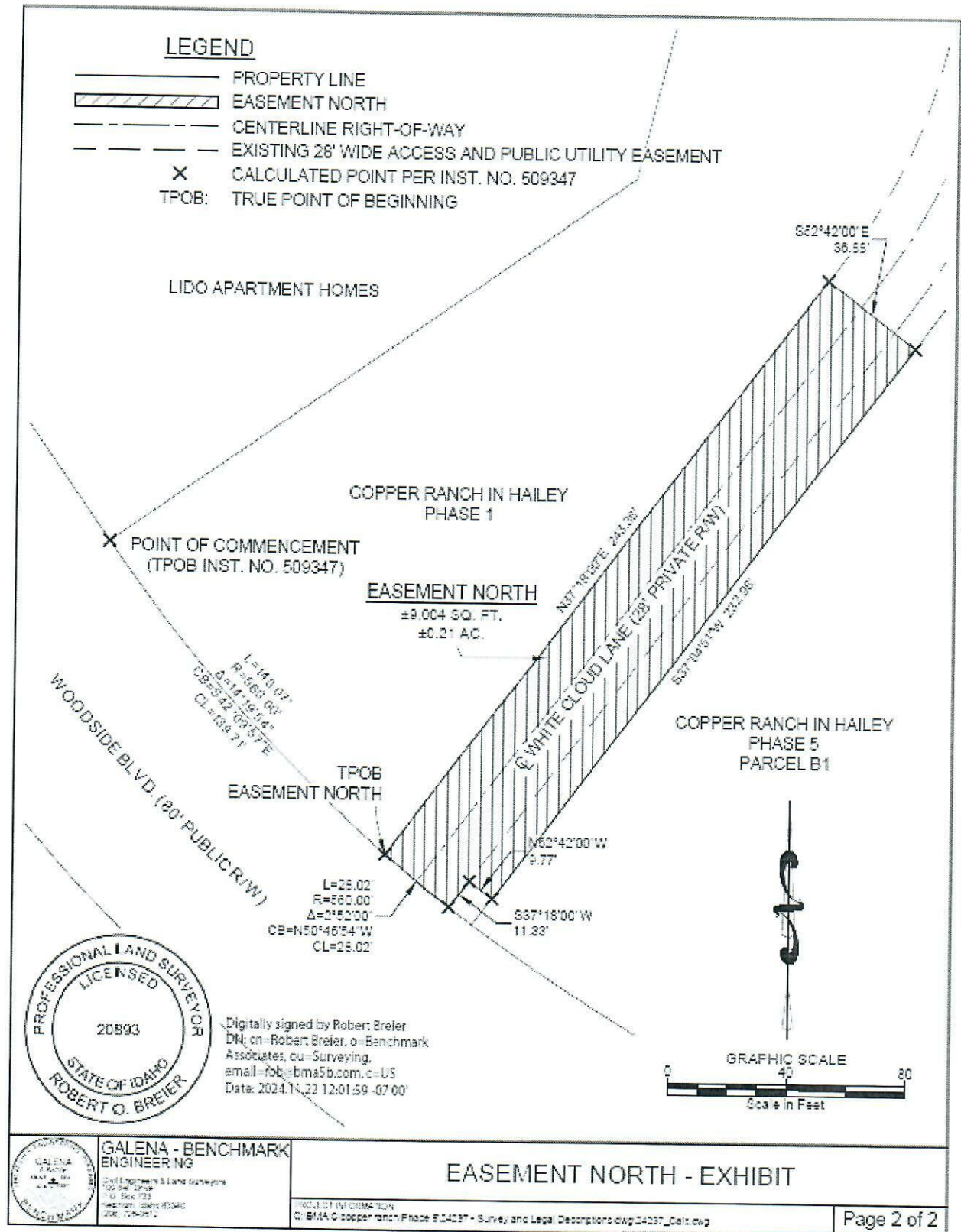
Described area containing 9,004 Square Feet, 0.21 Acres more or less.

See exhibit map attached hereto and made part of this description.

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DESCRIPTION OF "EASEMENT SOUTH"

A 28 foot wide strip of land located within Section 15, Township 2 North, Range 18 East, Boise Meridian, City of Hailey, Blaine County, Idaho, also being a portion of Copper Ranch in Hailey Phase 5, recorded as Instrument Number 540813, Records of Blaine County, Idaho, being 14 feet on each side of the following described centerline:

Commencing at the Blaine County GIS Control Monument, "HALY", thence proceeding N 57°53'30" E, 1531.75 feet; thence, 22.62 feet along a curve to the right with a radius of 450.00 feet, a central angle of 2°52'49", and a chord that bears S 13°26'29" W, 22.62 feet; thence, 314.93 feet along an curve to the right with a radius of 450.00 feet, a central angle of 40°05'52", and a chord that bears S 34°57'49" W, 308.54 feet; thence 105.50 feet along an curve to the left with a radius of 640.00 feet, a central angle of 09°26'42", and a chord that bears N 42°05'36" W, 105.38 feet to the **True Point of Beginning**;

Thence, 10.59 feet along a curve to the right with a radius of 51.00 feet, a central angle of 11°53'35", and a chord that bears N 49°27'46" E, 10.57 feet;

Thence, 105.64 feet along a curve to the left with a radius of 344.50 feet, a central angle of 17°34'12", and a chord that bears N 46°37'28" E, 105.23 feet;

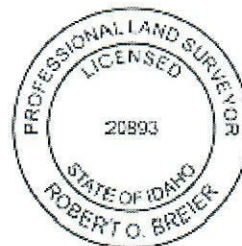
Thence, 121.07 feet along a curve to the left with a radius of 344.50 feet, a central angle of 20°08'10", and a chord that bears N 27°46'17" E, 120.45 feet to the **Point of Termination**. The sidelines of said strip of land being prolonged or shortened so as to begin and terminate at the boundary of Copper Ranch in Hailey Phase 5.

Described area containing 6,642 Square Feet, 0.15 Acres more or less.

See exhibit map attached hereto and made part of this description.

END OF DESCRIPTION

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Associates, ou=Surveying,
email=robie@bma5b.com, c=US
Date: 2024.11.22 12:05:43 -07'00'



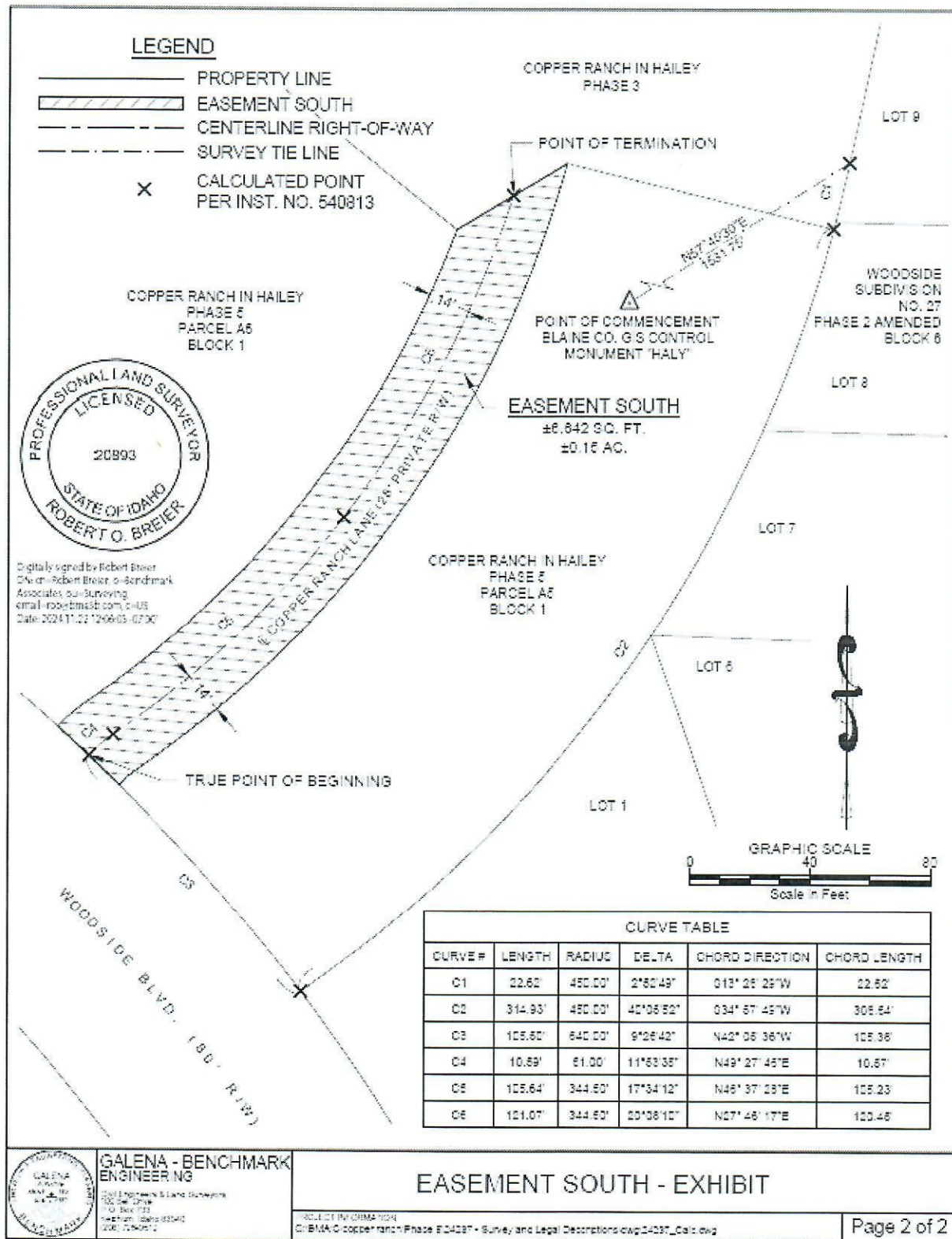


EXHIBIT B

