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Recording Requested By and When Recorded Mail Tax Statements To:	Instrument # 693033 HAILEY, BLAINE, IDAHO 04-14-2022 11:09:27 AM No. of Pages: 4 Recorded for: BLAINE COUNTY TITLE STEPHEN MCDUGALL GRAHAM Fee: \$15.00 Ex-Officio Recorder Deputy: BH Electronically Recorded by Simplifile
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(Space Above Line For Recorder's Use)

SPECIAL WARRANTY DEED

Grantor, BRENNAN HOLDINGS NO. 300, LLC, a limited liability company duly qualified to do business in the state of Idaho, for good and valuable consideration, receipt whereof is hereby acknowledged, does hereby grant and convey, in fee simple, to the CITY OF KETCHUM, IDAHO, a municipal corporation, whose present address is Post Office Box 2315, Ketchum, Idaho 83340, GRANTEE, its successor and assigns, all of the following described real estate ("Property") situated in the City of Ketchum, County of Blaine, State of Idaho, to wit:

All of Blocks 2, 3, 4, 5, 6, 7 and 8 of Warm Springs Ranch Large Block Plat according to the plat thereof recorded as Instrument No. 688398, records of Blaine County, Idaho

Together with all and singular the tenements, hereditaments and appurtenances thereunto belonging.

Grantor warrants to the Grantee, and its successors in title, that Grantor has not created or permitted to be created any lien, charge or encumbrance against the Property which is not shown in the public record, and Grantor covenants that it will defend the Property to the extent of the warranties made herein against the lawful claims of all persons.

Grantee covenants and agrees for itself and its successors and assigns that the Property will forever be a passive park for open space, permitted with only the facilities described herein. The Property will be for use only between sunrise and sunset and shall not at any time be appropriated for or occupied by any structure, building or edifice, nor be in any manner built upon, obstructed, improved or used except for: (1) daytime uses consistent with a passive park and one Special Event regardless of size (as defined in Ketchum Municipal Code Section 12.32 on the date hereof) each calendar year the purpose of which shall be limited to raising funds for maintenance, repair and improvements to the Property, (2) one or more public pedestrian-only trails up to ten feet wide (Nordic-skiing shall be considered a pedestrian use when snow is present), (3) Warm Springs Creek and adjacent riparian zone and floodplain restoration and maintenance, (4) a pump house, public restroom and a single story building up to one thousand square feet and not exceeding a height of twenty-seven feet from natural grade for storage of equipment and supplies needed for maintenance of the Property may be located within the black outline surrounding the parking area as shown on Exhibit "A" attached hereto. No camping or open fires shall be allowed at any time. There shall be no parking on Lopey Lane. The existing parking lot on the Property (including the access driveway) approved for 24 parking spaces shall not be relocated or expanded but the vehicles in

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the parking lot (and the access driveway) shall be screened from view from lots adjacent to the Property with landscaping. By acceptance of this deed Grantee agrees for itself and its successors and assigns that the foregoing shall be covenants running with the Property which shall be faithfully observed by Grantee, its successors and assigns.

IN WITNESS WHEREOF, the Grantor has hereunto caused the deed to be executed in its name this 12th day of April, 2021. RS

Brennan Holdings No. 300, LLC, an Idaho limited liability company

By: Robert M. Brennan
Robert M. Brennan, Manager

State of Idaho)
) ss.
County of Blaine)

On this 12 day of APRIL, 2021, before me, CL CURTIS S. CHAMBERS, a Notary Public in and for said State, personally appeared ROBERT M. BRENNAN, known or identified to me to be the manager of Brennan Holdings No. 300, LLC, the limited liability company that executed the within 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.

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

[Signature]

CURTIS S. CHAMBERS Notary Public for Idaho
COMMISSION NO. 29919 Residing at HATLEY, Idaho
NOTARY PUBLIC My commission expires 5.18.22
STATE OF IDAHO
MY COMMISSION EXPIRES 05/18/22

EXHIBIT A
Permitted Building Location

EXHIBIT A

