



**CITY OF KETCHUM, IDAHO**

**CITY COUNCIL**

Tuesday, January 02, 2024, 4:00 PM  
191 5th Street West, Ketchum, Idaho 83340

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**AGENDA**

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**PUBLIC PARTICIPATION INFORMATION**

Public information on this meeting is posted outside City Hall.

**We welcome you to watch Council Meetings via live stream.**

You will find this option on our website at [www.ketchumidaho.org/meetings](http://www.ketchumidaho.org/meetings).

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**If you would like to comment on a public hearing agenda item, please select the best option for your participation:**

- Join us via Zoom (*please mute your device until called upon*)

**Join the Webinar:** <https://ketchumidaho-org.zoom.us/j/82453216637>

Webinar ID 824 5321 6637

- Address the Council in person at City Hall.
- Submit your comments in writing at [participate@ketchumidaho.org](mailto:participate@ketchumidaho.org) (*by noon the day of the meeting*)

*This agenda is subject to revisions. All revisions will be underlined.*

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**CALL TO ORDER:** By Mayor Neil Bradshaw

**ROLL CALL:** Pursuant to Idaho Code Section 74-204(4), all agenda items are action items, and a vote may be taken on these items.

**COMMUNICATIONS FROM MAYOR AND COUNCILORS:**

1. Public comments submitted
2. Recommendation to approve minutes of December 18, 2023 - City Clerk Trent Donat

**NEW BUSINESS:**

3. Swearing In of Newly Elected Council Members and Election of Council President - Mayor Neil Bradshaw

**CONSENT AGENDA:**

*ALL ACTION ITEMS - The Council is asked to approve the following listed items by a single vote, except for any items that a Councilmember asks to be removed from the Consent Agenda and considered separately.*

4. Authorization and approval of payroll register - Treasurer Shellie Gallagher
5. Authorization and approval of the disbursement of funds from the City's treasury for the payment of bills – Treasurer Shellie Gallagher

- [6.](#) Recommendation to review and approve the Block 91: Lot 3A Lot Consolidation Preliminary Plat and Adopt the Findings of Fact, Conclusion of Law, and Decision - Associate Planner Adam Crutcher
- [7.](#) Recommendation to approve the ROW Encroachment Agreement, Alley Maintenance Agreement, and Final Plat for the mixed-use development located at 760 N Washington Ave - Director of Planning & Building Morgan Landers
- [8.](#) Recommendation to adopt Resolution 24-002 reappointing Susan Scovell and appointing Courtney Hamilton and Mason Frederickson to the Ketchum Urban Renewal Agency (KURA) - KURA Executive Director Suzanne Frick
- [9.](#) Recommendation to approve Task Order/PO 24058 with HDR Engineering related to the development of future public parking near Wood River YMCA - City Administrator Jade Riley

**PUBLIC HEARING:**

- [10.](#) Recommendation to hold a public hearing and approve the Lots 3AA & 4 AA First Addition Sun Valley Subdivision Lot Line Shift Application and Adopt the Findings of Fact, Conclusions of Law, and Decision - Associate Planner Paige Nied

**ADJOURNMENT:**

**From:** Sue Petersen <[sue99p@gmail.com](mailto:sue99p@gmail.com)>  
**Sent:** Thursday, December 14, 2023 2:46 PM  
**To:** Amanda Breen <[ABreen@ketchumidaho.org](mailto:ABreen@ketchumidaho.org)>  
**Subject:** The Future

Dear Amanda,

In updating the Ketchum Comprehensive Plan, I sincerely hope that you will include concrete measures to accomplish the Clean Energy goals to which you committed a few years ago. It is very important not to lose sight of the urgency of our climate situation and to take meaningful steps in addressing it.

Thanks, Sue Petersen

Sent from my iPad

## Participate

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**From:** HP Boyle <boylehp@yahoo.com>  
**Sent:** Monday, December 18, 2023 3:48 PM  
**To:** Participate  
**Cc:** Andrew Guckes; gfoley@mtexpress.com  
**Subject:** Public Comment for KURA and City Council regarding Bluebird II

Mr. Lipton mentioned that no one from the community was in the room for KURA's deliberations on Bluebird II today, and there has been no public input on this project. There was no provision for public comment on the agenda, so why would the public come to comment? He mentioned that I am the only one who comments, and I have my "head in the sand." I chose the Zoom link as I am recovering from an illness. I raised my hand and was not called upon.

### BLUEBIRD II IS NOT THE PROJECT KETCHUM NEEDS

Ketchum needs *workforce* housing for essential workers, not a low-income housing project in the core like Bluebird II (as proposed) that depresses wages and subsidizes for-profit businesses. Just as with Bluebird I, Bluebird II will increase density in the core while reducing parking. Another box-like structure like Bluebird II will be another step in destroying the character of the core of Ketchum.

This could be a good project, but it's in the wrong place. A better location would be at the Water Treatment Facility or in the Light Industrial zone where the City has excess land. WRHT is the right partner, as they can do this in a manner that exempts the project from the Fair Housing Act and thus can prioritize the workforce that Ketchum needs: first responders, health care workers, teachers, City employees, and non-profit workers who make this community function. Moving it outside the core would also exempt it from mixed-use requirements so that the retail space could be additional housing units.

### KURA IS PROCEEDING WITH NO UNDERSTANDING OF WHO WILL LIVE IN THE PROJECT

Who does KURA think is going to live in this building? We were promised workforce housing for essential workers, "the lifeblood of Ketchum" in Bluebird I, by Ms. Frick and the Mayor. Yet there is no preference for essential workers in Bluebird I, and most of those occupations make too much money to qualify for that housing. We were blatantly lied to. Like Bluebird I, will Bluebird II be a subsidy to for-profit employers in the tourism industry to depress wages and housing for retirees? If so, is that what KURA thinks is essential for Ketchum?

As it stands, a tenant can make infinite money and stay forever in Bluebird II. As we have seen in other mountain towns, this could result in it aging out of workforce housing over time, thus defeating the entire rationale for this project. There is no work requirement to live in this building, nor any Ketchum resident preferences. Anyone from anywhere can move into this building, regardless of their employment status, ties to the community, or other real estate interests.

Will KURA make the same "mistake" Ms. Frick made with Bluebird I and not have a preference policy before approving the ground lease? As it stands, this project only has qualifications on income caps. That is how we got bait and switched on Bluebird I. I urge the KURA to require and approve a preference policy before signing the ground lease.

### KURA IS PROCEEDING WITH NO ONE ON KURA UNDERSTANDING THE ECONOMICS OF BLUEBIRD II

How can KURA act as a fiduciary when no Board member understands how the money flows? What is KURA's contribution obligation? Is there a cap, and how will it be paid out based on what? \$8mm was mentioned. How does the KURA anticipate recouping that money via tax increments? How can KURA make financial decisions about this project without having a financial model or understanding its economics or the economics for Ketchum taxpayers? How does the KURA Board anticipate the community will react to an \$8mm taxpayer subsidy for Bluebird II when there is no work requirement?

What happens to WRHT's income from the project? WRHT is a non-profit that has no accountability to Ketchum residents. What will it do with its profits from this project? Mr. Lipton mentioned that profits from this project should be reinvested in Ketchum, not outside of Ketchum—this is a Ketchum taxpayer subsidy. No one from the Board backed him up.

If Bluebird II goes into bankruptcy, what happens to the ground lease? Will the ground lease be part of the security for the lenders to this project? Will Ketchum lose control of its land?



KURA IS PROCEEDING WITH NO UNDERSTANDING OF COMMUNITY PUSHBACK ON PROJECTS OF THIS SCALE IN THE CORE

I am not unique in my view that Bluebird II is slated for the wrong location. At the most recent P&Z meeting, the room was packed with residents objecting to the scale of the project proposed for the Serva location. That project was merely three stories, with the third story stepped back. The P&Z Commission would not approve the project at that meeting despite its compliance with the zoning code.

Bluebird II is four stories and is essentially a box with no fourth-story setback. The community seems to be on a path to reject projects of this size in the community core. What is Plan B if the newly elected Council changes the zoning code to prohibit a building of Bluebird II's scale in the core?

KURA IS PROCEEDING WITH BLUEBIRD II AS ANOTHER "BACKROOM" DEAL

Mr. Lipton referred to the "backroom" deals that are going on in City Hall. How will KURA ensure that Bluebird II isn't another backroom deal? Almost no one in Ketchum knows what KURA is doing with Bluebird II. KURA operates in the shadows, with no public communication. Even the video link to this meeting wasn't available on the website until after the meeting started. The newspaper reports little substance and can not be relied upon to inform the community. If you want Bluebird II to be an open, transparent, and inclusive project, what steps will you take to achieve those goals?

Thank you,

Perry Boyle  
Ketchum

## Participate

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**From:** HP Boyle <boylehp@yahoo.com>  
**Sent:** Friday, December 15, 2023 1:04 PM  
**To:** Participate  
**Cc:** Andrew Guckes  
**Subject:** Public Comment for City Council meeting 12/18/23

1. Bluebird is the gift that keeps on giving. GMD is billing the taxpayers \$151k, claiming the City did not leave a clean site. I urge you to look at this invoice. Just because they didn't like the site doesn't mean the City did not fulfill its demolition obligation (which was, in itself, another \$400k gift to GMD). According to the City Planning Department, as presented to the City Council, GMD did a full site study and knew exactly what it was getting into. Coming back a year later is unreasonable. Reading through the line items of this invoice, does the Council, as the fiduciary representative of the taxpayers, think this should all be for our account? Maybe the \$10k charge for haulage makes sense, but "over excavation?" They have known about this expense for a year (see date of invoice), and it looks like someone is trying to cram it through the year-end process without public scrutiny. **I urge the Council to deny this request.** We are still on the hook for almost \$2mm in payments to GMD above and beyond the initial ask of the City. When will it end?

2. ITEM 17 Lot Line Shift. There is nothing in any public materials indicating the reason for this request. Is it to accommodate a development plan that would increase the density on these lots? If so, how is that in the public interest?

3. While it may be legal for the Council to go into executive session to decide to buy some plot of real estate, it is not open, transparent, and inclusive government. Is it another example of the secret doings of the Ketchum Mayor and City Council. What are you hiding from us?

Thank you,

Perry Boyle  
Ketchum

## Participate

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**From:** Sue Petersen <sue99p@gmail.com>  
**Sent:** Thursday, December 14, 2023 2:45 PM  
**To:** Participate  
**Subject:** The Future

Dear Courtney,

In updating the Ketchum Comprehensive Plan, I sincerely hope that you will include concrete measures to accomplish the Clean Energy goals to which you committed a few years ago. It is very important not to lose sight of the urgency of our climate situation and to take meaningful steps to addressing it.

Thanks, Sue Petersen

Sent from my iPad

## Participate

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**From:** Caitlin Gardner <caitlinggardner@gmail.com>  
**Sent:** Friday, December 29, 2023 3:36 PM  
**To:** Neil Bradshaw  
**Cc:** Participate; Amanda Breen; Michael David; Jim Slanetz; Tripp Hutchinson; Spencer Cordovano; Courtney Hamilton  
**Subject:** Re: Urgent Call for Economic Action

Hi Neil,

Thank you for acknowledging my concerns and the council's efforts in addressing housing costs. While housing is important, I believe focusing solely on this aspect does not fully address the cost of living challenges in our valley.

My personal housing expenses, including a one-bedroom apartment with utilities and garage space, have been consistently reasonable at \$800. I have lived in 3 different spots over the past 4 years and never been charged more than \$800 monthly. This suggests that the primary issue lies elsewhere, specifically in the wage policies of local businesses. To meet the city's stated livable wage of \$112,000, an hourly wage of about \$53.85 is necessary, a figure far removed from current wages in the area.

I look forward to discussing these issues further and exploring balanced solutions when we meet in the new year.

Happy New Year and thank you again for your willingness to engage in this dialogue.

Sincerely,  
Caitlin

On Fri, Dec 29, 2023 at 1:46 PM Neil Bradshaw <[NBradshaw@ketchumidaho.org](mailto:NBradshaw@ketchumidaho.org)> wrote:

Thanks for your letter Caitlin

It will be placed in the public record for council deliberation

You highlight an issue that I am sure the council are well aware of and are working hard to address within the limits of local government power. To date, our policies have generally focused on housing costs as a way to make life more affordable but I appreciate you bringing up the revenue issue too.

Thanks again for participating

I am happy to meet with you at your convenience

Happy new year

Neil

### NEIL BRADSHAW | CITY OF KETCHUM

#### Mayor

P.O. Box 2315 | 191 5th Street, W | Ketchum, ID 83340

o: 208.727.5087 | m: 208.721.2162

[nbradshaw@ketchumidaho.org](mailto:nbradshaw@ketchumidaho.org) | [www.ketchumidaho.org](http://www.ketchumidaho.org)

On Dec 29, 2023, at 12:56 PM, Caitlin Gardner <[caitlinggardner@gmail.com](mailto:caitlinggardner@gmail.com)> wrote:

Dear Mayor Bradshaw,

I am sending you an attached letter highlighting a critical issue that myself and many others have been patiently enduring for far too long – the significant disparity between wages and the cost of living in our city.

This matter urgently requires your attention and action. I look forward to your response and am hopeful for a positive change in our community.

Thank you,  
Caitlin Gardner

Dear Mayor Bradshaw,

As a dedicated and active resident of Blaine County, I am writing to address an issue of paramount importance to our community – the substantial disconnect between the cost of living and the wages offered by local employers.

Despite being more successful than many my age, holding a strong educational background and a positive, driven personality, I find myself ensnared in the economic challenges prevalent in our city. At 27, I am the embodiment of what one might consider an ideal young professional, yet the realities I face paint a different picture.

The city's assessment that a single person needs an income of \$112,000 per year to live comfortably in Ketchum starkly contrasts with the wages currently offered. Holding three jobs and working 8-12 hours daily for six days a week, I still struggle to make ends meet. This includes being unable to save for my future via a 401k, pay off student loans, or afford the luxury of a vacation.

Moreover, the challenge is not rooted in the rental market, as I currently pay a reasonable \$800 for a single-bedroom apartment with a pet. The core issue lies in the inadequacy of wages and absence of essential benefits.

I urge you, as our Mayor, to take a strong stand and communicate to our local employers the critical need to align wages with the high cost of living in Ketchum. It is not only about surviving but also about thriving, enabling individuals like myself to leverage our skills, education, and vibrant personalities to contribute meaningfully to our community.

Your leadership in addressing this matter is crucial for fostering a sustainable and equitable economic environment in Ketchum. I am hopeful for your prompt response and am eager to engage in further dialogue to find solutions to these pressing issues.

Thank you for your time and consideration.

Sincerely,  
Caitlin Gardner

## Participate

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**From:** James Hungelmann <jim.hungelmann@gmail.com>  
**Sent:** Sunday, December 31, 2023 12:39 PM  
**To:** Neil Bradshaw; Jim Slanetz; Michael David; Amanda Breen; Courtney Hamilton; Participate  
**Subject:** Ketchum City Council Meeting/ Jan 2, 2024 General Public Comment: EMERGENCY APOLOGY AND RESCUE RESOLUTION  
**Attachments:** KCC Apology and Rescue Resolution 2 jan 2024 .pdf

December 31, 2023

Ketchum City Council Meeting/ Jan 2, 2024

General Public Comment:

### *EMERGENCY APOLOGY AND RESCUE RESOLUTION*

Dear Mayor Bradshaw and Councilors:

This draft Emergency Resolution is offered to meet public demand for implementation by mayor and council, with the understanding that you are now considering a dramatic and long overdue change of course relative to All Things COVID.

### **City of Ketchum**

### ***EMERGENCY APOLOGY AND RESCUE RESOLUTION*** **2 January 2024**

1. WHEREAS, the evidence is now overwhelming that every aspect of the mainstream COVID-19 narrative was fabricated, fraudulent, and false, completely lacking any credible evidentiary support (“covidScam”); and,
2. WHEREAS, it is now clear that this Council’s assertion of emergency authority and its imposition and pressuring of many restrictive “health measures”, including isolation, distancing, masking and vaccination, have been wildly contrary to Constitution and law which were specifically designed to protect the public from such devastating tyrannical oppression; and,
3. WHEREAS, the evidence is overwhelming that those many COVID measures wrongfully imposed and pressured by this Council have had disastrous consequences on the mental, physical, and spiritual well-being of the public, to include triggering, in dramatically escalating numbers, crippling diseases and disorders, rapid deterioration of health, and early death in many, in epidemic proportions; further, that the victimization has been most profound in society’s most vulnerable and least able to protect themselves, specifically, against women, children, the elderly, the working class, the disabled, and people of color; and,
4. WHEREAS, the evidence is overwhelming that the planning and execution of covidScam involved not just grievous errors in judgment but also serious civil and criminal wrongdoing on the part of certain rogue elements in government and the medical and pharmaceutical industries, who, with the

support and cooperation of rogue media, ignored and suppressed dissenting views as well as the true extent of the severe harm being inflicted; and,

5. WHEREAS, those rogue elements are currently persisting with false depictions of viral threat and urging on the public further draconian measures including successive vaccines and boosters, again in grave violation of law and Constitution, in an effort that appears highly likely to inflict even greater harm on the public, unless stopped.

NOW THEREFORE, the mayor and council unanimously resolve as follows:

1. To accept responsibility and Apologize for their wrongful assertion of emergency powers and imposition of measures creating such Imminent Threat to life and health for so many;
2. To declare a Public Health and Safety Emergency requiring community best efforts to understand and stop the Imminent Threat and to come to the rescue of the mounting casualties from the vaccines and other draconian COVID measures;
3. To warn the public of the Imminent Threat to Life and the vital importance of exercising extreme caution before submitting to any further COVID-related measures, especially vaccination and boosters; and,
4. To create a task force with broad community participation including with those many professionals from the more traditional, "non-mainstream" approaches to wellness and health care, with the following objectives:
  - a. To defeat ongoing efforts by rogue elements in government, industry, and media to sustain the grand deception of covidScam;
  - b. To secure an immediate end to any further COVID vaccinations and boosters;
  - c. To understand the nature and extent of the vaccine injuries and deaths;
  - d. To come to the aid of the mounting victims, seeking to minimize and reverse the physical harm; and,
  - e. To build public health proactively going forward.

Dated: 2 January 2024

Signed





**CITY OF KETCHUM**  
**MEETING MINUTES OF THE CITY COUNCIL**  
Monday, December 18, 2023

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**CALL TO ORDER: 4:00PM (00:00:13 in video)**

Mayor Bradshaw called the meeting of the Ketchum City Council to order at 4:00 p.m.

**ROLL CALL:**

Mayor Neil Bradshaw  
Michael David  
Jim Slanetz  
Amanda Breen  
Courtney Hamilton

**ALSO PRESENT:**

Jade Riley—City Administrator  
Trent Donat—City Clerk & Business Manager  
Shellie Gallagher—City Treasurer  
Adam Crutcher—Associate Planner  
Matt Johnson—City Attorney - *via teleconference*  
Brady Workman—Workman and Company

**COMMUNICATIONS FROM MAYOR AND COUNCIL:**

- Jim Slanetz addressed the fact that this is his last meeting, and spoke of how enjoyed serving on the council, and then was reminded by Mayor Bradshaw that January 2<sup>nd</sup> is actually the last meeting he needs to attend as a council person. *(00:00:40 in video)*
- Mayor Bradshaw announced the Winter Solstice gathering that will be held December 21<sup>st</sup> at Town Square. *(00:01:54 in video)*

**CONSENT AGENDA:**

- Mayor Bradshaw pulled item # 7 for further discussion. *(00:02:13 in video)*

**Questions, comments, and discussion by Council *(00:02:39 in video)***

**Motion to approve consent agenda. *(00:16:34 in video)***

**MOVER:** Courtney Hamilton

**SECONDER:** Michael David

**AYES:** Michael David, Amanda Breen, Jim Slanetz, Courtney Hamilton

**RESULT: ADOPTED UNANIMOUS**

**PUBLIC HEARING:**

17. Recommendation to hold a public hearing and approve the Sea View and Saddle Light Lot Line Shift Application. *(00:16:45 in video)*  
Presented by: Adam Crutcher

**Public Comment Open:** *(00:17:17 in video)*  
Perry Boyle - Ketchum Resident *(00:17:34 in video)*

**Public Comment Closed:** *(00:17:53 in video)*

**Questions and comments addressed by Adam Crutcher** *(00:18:07 in video)*

**Motion to approve the Seaview and Saddle Light Lot Line Shift Application file #P23-087, subject to conditions one through two and approve the Findings of Fact, Conclusions of Law, and Decision.**  
*(00:19:53 in video)*

**MOVER:** Courtney Hamilton

**SECONDER:** Jim Slanetz

**AYES:** Michael David, Jim Slanetz, Amanda Breen, Courtney Hamilton

**RESULT: ADOPTED UNANIMOUS**

**NEW BUSINESS:**

18. Recommendation to approve FY23 Independent Financial Audit.  
Presented by: Jade Riley *(00:20:20 in video)*  
Joined by: Shellie Gallagher and Brady Workman

**Questions, comments, and discussion by Council** *(00:21:48 in video)*

**Motion to approve the FY23 audited financial statements and file in the city's permanent records.**  
*(00:24:36 in video)*

**MOVER:** Amanda Breen

**SECONDER:** Courtney Hamilton

**AYES:** Michael David, Jim Slanetz, Amanda Breen, Courtney Hamilton

**RESULT: ADOPTED UNANIMOUS**

**EXECUTIVE SESSION:**

Pursuant to Idaho Code 74-206(1)(c); To Acquire an interest in real property not owned by a public agency.

**Motion to enter executive session pursuant to Idaho Code 74-206(1)(c).** *(00:25:02 in video)*

**MOVER:** Jim Slanetz

**SECONDER:** Michael David

**AYES:** Michael David, Jim Slanetz, Amanda Breen, Courtney Hamilton

**RESULT: ADOPTED UNANIMOUS**

**ADJOURNMENT:**

**Motion to adjourn.** *(00:25:31 in video)*

**MOVER:** Jim Slanetz

**SECONDER:** Michael David

**AYES:** Michael David, Jim Slanetz, Amanda Breen, Courtney Hamilton

**RESULT: UNANIMOUS**

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Neil Bradshaw, Mayor

**ATTEST:**

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Trent Donat, City Clerk

## Report Criteria:

Invoices with totals above \$0 included.

Paid and unpaid invoices included.

[Report].GL Account Number = "0110000000"- "9700000000", "9910000000"- "9911810000"

Invoice Detail.Voided = No,Yes

Vendor Name	Invoice Number	Description	Net Invoice Amount	Purchase Order Number	GL Activity Number
<b>GENERAL FUND</b>					
<b>ADMINISTRATIVE SERVICES</b>					
<b>01-4150-3100 OFFICE SUPPLIES &amp; POSTAGE</b>					
COPY & PRINT, L.L.C.	1539.0	MARKERS, PLATES, BOWLS, POSTITS, NOTE PADS, EASEL PADS	371.87		0
US BANK	6235 112723	SANFRANCISCO COFFEE RETURN	148.54-		0
<b>01-4150-4200 PROFESSIONAL SERVICES</b>					
CINTAS	4165586040	SHOP TOWEL, MATS	40.99		0
CINTAS	4174149495	SHOP TOWELS, BLACK MATS	40.99		0
CINTAS	4176932006	SHOP TOWELS, BLACK MATS	40.99		0
JAQUET, WENDY	122823	RESORT CITIES COALITION 10/11-12/10 15HRS	525.00		0
BD CONSULTING LLC	KET 2024-03	FINANCIAL CONSULTING SERVICES	425.00	23048.1	0
<b>01-4150-5100 TELEPHONE &amp; COMMUNICATIONS</b>					
COX BUSINESS	0012401050589	0012401050589901 120623	172.99		0
<b>01-4150-5110 COMPUTER NETWORK</b>					
CDW GOVERNMENT, INC.	NJ74886	ADO CC F/TEAMS-ADOBE CREATIVE CLOUD	93.98		0
DELL FINANCIAL SERVICES	3045217	LEASE RENTAL	4,247.55		0
<b>01-4150-5150 COMMUNICATIONS</b>					
US BANK	6235 112723	LIGHTWEIGHT EASEL	199.99		0
US BANK	6235 112723	YOUTUBE PREMIUM	13.99		0
US BANK	6235 112723	UPRINTING-CLUB FLYERS	192.97		0
US BANK	6235 112723	LATER.COM	15.00		0
US BANK	6235 112723	UPRINTING-CLUB FLYERS	274.38		0
<b>01-4150-5200 UTILITIES</b>					
IDAHO POWER	2203990334 12	2203990334 0121323	42.61		0
IDAHO POWER	2206570869 12	2206570869 121323	5.31		0
IDAHO POWER	2260077785 12	2260077785 121323	388.96		0
Total ADMINISTRATIVE SERVICES:			6,944.03		

Vendor Name	Invoice Number	Description	Net Invoice Amount	Purchase Order Number	GL Activity Number
<b>LEGAL</b>					
<b>01-4160-4200 PROFESSIONAL SERVICES</b>					
WHITE PETERSON LAW FIRM	24892R 113023	General Services 24892R 113023	16,500.00		0
Total LEGAL:			16,500.00		
<b>PLANNING &amp; BUILDING</b>					
<b>01-4170-4200 PROFESSIONAL SERVICES</b>					
CLARION ASSOCIATES LLC	9562	PO 23128: PHASE 2-PART 2 CODE UPDATE	2,278.71		0
CLARION ASSOCIATES LLC	9563	PO 23128: PHASE 2-PART 1 TARGETED COMPREHESIVE PLAN UPDATE	2,689.99		0
S & C ASSOCIATES LLC	2964-2976	2964,2972,2973,2974,2975,2976	2,065.00		0
JACOBS ENGINEERING GROUP, I	D3736801	SUPPLEMENTAL STAFFING SUPPORT	2,340.00	23078	0
<b>01-4170-4220 PROF SVCS-FLOOD PLAIN PROG REM</b>					
HARMONY DESIGN & ENGINEE	23538	18018 KETCHUM SAP REVIEW THROUGH 113023	1,000.00		0
Total PLANNING & BUILDING:			10,373.70		
<b>NON-DEPARTMENTAL</b>					
<b>01-4193-9930 GENERAL FUND OP. CONTINGENCY</b>					
S & C ASSOCIATES LLC	2964-2976	2966	1,056.50		0
S & C ASSOCIATES LLC	2964-2976	2965	236.00		0
JACOBS ENGINEERING GROUP, I	W3Y18400-003	ROUNDAABOUT REVIEW	1,837.50		0
Total NON-DEPARTMENTAL:			3,130.00		
<b>FACILITY MAINTENANCE</b>					
<b>01-4194-4200 PROFESSIONAL SERVICES</b>					
ARBOR CARE	13274.1	TREE PRUNING	2,750.20		0
LUTZ RENTALS	149265-1	HEATER TANK PROPANE	105.12		0
<b>01-4194-5910 REPAIR &amp; MAINT-491 SV ROAD</b>					
A.C. HOUSTON LUMBER CO.	2312-677547	DROP CLOTH, KILZ, PARTICULATE RESPIRATOR	60.37		0
A.C. HOUSTON LUMBER CO.	2312-677691	PAINT BRUSH, TRAY LINNER, ROLLER COVER	27.41		0
A.C. HOUSTON LUMBER CO.	2312-677943	KILZ STAIN REMOVER	38.99-		0
A.C. HOUSTON LUMBER CO.	2312-678155	UTILITY HEATER	24.99		0
A.C. HOUSTON LUMBER CO.	2312-678326	SPEED SQUARE	11.99		0

Vendor Name	Invoice Number	Description	Net Invoice Amount	Purchase Order Number	GL Activity Number
A.C. HOUSTON LUMBER CO.	2312-680513	ACCESS PANEL	21.59		0
CHATEAU DRUG CENTER	2791629	BROOM/DUST PAN	6.64		0
CHATEAU DRUG CENTER	2791725	TRIM ROLLER, PAINT ROLLER	15.17		0
CHATEAU DRUG CENTER	2792254	CAULKING	7.59		0
CHATEAU DRUG CENTER	2792372	PAINTBRUSH	7.58		0
CHATEAU DRUG CENTER	2795623	VINYL DUCTING, CLAMP	10.42		0
CINTAS	4176211590	BLACK MATS	23.75		0
CINTAS	4176931993	BLACK MATS	23.75		0
CINTAS	4176932046	BLACK MATS	21.60		0
CINTAS	4177647637	BLACK MATS	23.75		0
COLOR HAUS, INC.	H3F78	ROCKY COAST SEMI GLOSS	206.97		0
PLATT ELECTRIC SUPPLY	4R75201	PAN FV0510VS1	76.71		0
<b>01-4194-5950 REPAIR &amp; MAINT-WARM SPRINGS PR</b>					
RIVER RUN AUTO PARTS	196790	1.5 A CHRGR DOE	119.90		0
<b>01-4194-6100 REPAIR &amp; MAINT--MACHINERY &amp; EQ</b>					
SAWTOOTH WOOD PRODUCTS, I	0000145271	OIL AND FLUID SERVICES	475.93		0
HIGH DESERT BOBCAT	P08014	CAP DIESEL	37.82		0
<b>01-4194-6950 MAINTENANCE</b>					
CHATEAU DRUG CENTER	2795330	2 KEYS MADE	6.18		0
US BANK	6235 112723	GLOBALINDUSTRIAL-DRINKING FOUNTAIN,FILTER RETURN	1,031.25-		0
Total FACILITY MAINTENANCE:			2,995.19		
<b>POLICE</b>					
<b>01-4210-3100 OFFICE SUPPLIES &amp; POSTAGE</b>					
DATA TICKET INC	1123TKSTK	TICKET STOCK ENVELOPES, PRINTING FEE	2,970.00		0
<b>01-4210-3610 PARKING OPS PROCESSING FEES</b>					
DATA TICKET INC	159688	CITATION PROCESSING, VIN LOOKUPS, ETC	499.47		0
Total POLICE:			3,469.47		
<b>FIRE &amp; RESCUE</b>					
<b>01-4230-3200 OPERATING SUPPLIES FIRE</b>					
ATKINSONS' MARKET	037920	DETERGENT- DISH AND LAUNDRY	23.12		0
CHATEAU DRUG CENTER	2771829	FABRIC SOFTNER	6.17		0

Vendor Name	Invoice Number	Description	Net Invoice Amount	Purchase Order Number	GL Activity Number
CHATEAU DRUG CENTER	2802057	CLEANER & VELCRO HANGING STRIPS	15.66		0
INTEGRATED TECHNOLOGIES	231066	107 SADDLE RD	25.72		0
WHITE CLOUD COFFEE LLC	81353	COFFEE	112.91		0
<b>01-4230-3210 OPERATING SUPPLIES EMS</b>					
ATKINSONS' MARKET	037920	DETERGENT- DISH AND LAUNDRY	23.11		0
BOUNDTREE MEDICAL	85099122	FACE MASKS	110.18		0
CHATEAU DRUG CENTER	2771829	FABRIC SOFTNER	6.17		0
CHATEAU DRUG CENTER	2802057	CLEANER & VELCRO HANGING STRIPS	15.65		0
INTEGRATED TECHNOLOGIES	231066	107 SADDLE RD	25.73		0
NORCO	39322019	CYLINDER RENTAL	75.60		0
NORCO	39523407	D-MEDICAL OXYGEN & HANDLING CHARGE	73.93		0
HENRY SCHEIN	63930091	DEFIB PADS	225.16		0
HENRY SCHEIN	65960960	CHEST SEAL, SODIUM CHLORIDE, AMIODARONE	304.97		0
MINIDOKA MEMORIAL HOSPITA	13-04656	CPR E-CARD PURCHASE	1,245.00		0
WHITE CLOUD COFFEE LLC	81353	COFFEE	112.91		0
<b>01-4230-3500 MOTOR FUELS &amp; LUBRICANTS FIRE</b>					
RIVER RUN AUTO PARTS	196347	EXHAUST FLUID E101	53.90		0
RIVER RUN AUTO PARTS	196433	WASHER FLUID C12	4.48		0
RIVER RUN AUTO PARTS	196513	FUEL LINE, OIL, OIL FILTER WRENCH	34.89		0
<b>01-4230-3510 MOTOR FUELS &amp; LUBRICANTS EMS</b>					
RIVER RUN AUTO PARTS	196433	WASHER FLUID C12	4.47		0
RIVER RUN AUTO PARTS	196513	FUEL LINE, OIL, OIL FILTER WRENCH	34.89		0
<b>01-4230-4200 PROFESSIONAL SERVICES FIRE</b>					
CENTRALSQUARE	Q-157788	ANNUAL MAINTENANCE FEES	1,273.50		0
HONEYWELL INTL.	24054	GS Fire Station Alerting System	3,573.64	24054	0
<b>01-4230-4210 PROFESSIONAL SERVICES EMS</b>					
DEPT. OF HEALTH & WELFARE	00006664	ALS Renewal - DEMMENT	25.00		0
DEPT. OF HEALTH & WELFARE	00006818	ALS Renewal - ANCONA	25.00		0
HONEYWELL INTL.	24054	GS Fire Station Alerting System	3,573.64	24054	0
CALTOPO LLC	78336309-0002	CAL TOPO TEAMS ACCOUNT	1,000.00		0
<b>01-4230-4910 TRAINING EMS</b>					
AIARE	92812	FIELD BOOKS	255.00		0
<b>01-4230-5100 TELEPHONE &amp; COMMUNICATION FIRE</b>					
AT&T MOBILITY LLC	287307161044	287307161044 112323	319.80		0

Vendor Name	Invoice Number	Description	Net Invoice Amount	Purchase Order Number	GL Activity Number
<b>01-4230-5110 TELEPHONE &amp; COMMUNICATION EMS</b>					
CENTRALSQUARE	Q-157788	ANNUAL MAINTENANCE FEES	1,273.51		0
AT&T MOBILITY LLC	287307161044	287307161044 112323	319.80		0
<b>01-4230-5200 UTILITIES</b>					
IDAHO POWER	2224210258 12	2224210258 120723	75.17		0
INTERMOUNTAIN GAS	26223127833 1	26223127833 122123	799.69		0
<b>01-4230-6000 REPAIR &amp; MAINT-AUTO EQUIP FIRE</b>					
RIVER RUN AUTO PARTS	196295	LAMP AND WIPER BLADES	18.58		0
RIVER RUN AUTO PARTS	196453	BATTERY	94.98		0
<b>01-4230-6010 REPAIR &amp; MAINT-AUTO EQUIP EMS</b>					
RIVER RUN AUTO PARTS	196295	LAMP AND WIPER BLADES	18.57		0
RIVER RUN AUTO PARTS	196453	BATTERY	94.97		0
<b>01-4230-6200 REPAIR &amp; MAINT--FACILITY</b>					
CHATEAU DRUG CENTER	2795448	VELCRO HANGING STRIPS	42.70		0
MOUNTAIN FIRE SPRINKLER	4021	Annual Fire Sprinkler Inspections	435.00		0
Total FIRE & RESCUE:			15,753.17		
<b>STREET</b>					
<b>01-4310-3200 OPERATING SUPPLIES</b>					
D & B SUPPLY INC.	63015	EXCHANGE WORK PANTS	15.00		4310047
D & B SUPPLY INC.	75308	WORK PANTS & BOOTS	359.96		4310047
DAVIS EMBROIDERY INC.	43760	EMBROIDERY SERVICE FOR SHIRTS	136.00		4310044
FASTENAL COMPANY	IDJER109239	WELDING WIRE, ZIP TIES, BUTT CONNECTORS	242.85		4310044
NAPA AUTO PARTS	171389	THREAD TAP	14.99		4310044
PLATT ELECTRIC SUPPLY	4R75222	PAN FV0510VS1	76.71		4310044
<b>01-4310-4200 PROFESSIONAL SERVICES</b>					
LUNCEFORD EXCAVATION, INC.	15540	Snow Hauling Service 2023-2024	2,000.00	24022	4310037
ROBERTS ELECTRIC	010498	STREET LIGHT REPAIR	307.32		4310037
WESTERN STATES CAT	IN002638730	HEAVY HAUL DELIVERY	7,141.50		4310037
<b>01-4310-5200 UTILITIES</b>					
IDAHO POWER	2204882910 12	2204882910 121423	543.97		4310047



Vendor Name	Invoice Number	Description	Net Invoice Amount	Purchase Order Number	GL Activity Number
<b>01-4310-6000 REPAIR &amp; MAINT--AUTOMOTIVE EQU</b>					
A.C. HOUSTON LUMBER CO.	2312-678643	HARDWARE FOR TAHOE LIGHTS	9.52		4310044
NAPA AUTO PARTS	171944	RELAY-TAHOE LIGHTS	60.44		4310044
RIVER RUN AUTO PARTS	196607	SPRAY UNDERCOAT- TAHOE	10.95		4310044
<b>01-4310-6100 REPAIR &amp; MAINT--MACHINERY &amp; EQ</b>					
NAPA AUTO PARTS	171943	ROCKER SWITCH	65.54		4310044
NAPA AUTO PARTS	172165	ROCKER SWITCH	19.52		4310044
NAPA AUTO PARTS	226770	CORE DEPOSIT, BATTERIES	699.02		4310044
<b>01-4310-6910 OTHER PURCHASED SERVICES</b>					
CINTAS	4177647659	BLACK MATS	21.60		4310047
SENTINEL FIRE & SECURITY, IN	94874	AES FIRE ALARM MONITORING JAN 2024	102.00		4310047
TREASURE VALLEY COFFEE INC	2160:10043363	COFFEE, HOT CHOC, SUGAR	236.71		4310047
<b>01-4310-6930 STREET LIGHTING</b>					
IDAHO POWER	2200506786 12	2200506786 121223	11.76		4310050
IDAHO POWER	2201174667 12	2201174667 121223	13.59		4310050
IDAHO POWER	2202627564 12	2202627564 121223	20.21		4310050
IDAHO POWER	2204882910 12	2204882910 121423	628.24		4310050
IDAHO POWER	2205963446 12	2205963446 121223	73.39		4310050
IDAHO POWER	2224304721 12	2224304721 121223	5.31		4310050
<b>01-4310-6950 MAINTENANCE &amp; IMPROVEMENTS</b>					
WALKER SAND AND GRAVEL	1271720	17.11 TON CLEAN FILL	119.77		4310044
Total STREET:			12,935.87		
<b>RECREATION</b>					
<b>01-4510-3200 OPERATING SUPPLIES</b>					
KEARNEY, JOHN	121823	GIFT CARD PURCHASE FOR RINK VOLUNTEER	50.00		0
<b>01-4510-3300 RESALE ITEMS-CONCESSION SUPPLY</b>					
SYSO	240412886	CHEESE, CHICKEN, CRACKERS, PASTA, CONDIMENTS, SAUCE	748.64		0
<b>01-4510-3500 MOTOR FUELS &amp; LUBRICANTS</b>					
LUTZ RENTALS	149931-1	Propane	34.27		0
LUTZ RENTALS	149966-1	Propane	24.19		0
RIVER RUN AUTO PARTS	196760	GREASE, CHAIN AND CABLE FLUID	37.88		0

Vendor Name	Invoice Number	Description	Net Invoice Amount	Purchase Order Number	GL Activity Number
<b>01-4510-4200 PROFESSIONAL SERVICE</b>					
WILRO PLUMBERS LLC	21104	Atkinsons PARK PLUMBING SERVICE	380.00		0
<b>01-4510-6000 REPAIR &amp; MAINT--AUTOMOTIVE EQU</b>					
RIVER RUN AUTO PARTS	196616	OIL FILTER, OIL, FUNNEL	66.82		0
Total RECREATION:			1,341.80		
Total GENERAL FUND:			73,443.23		
<b>WAGON DAYS FUND</b>					
<b>WAGON DAYS EXPENDITURES</b>					
<b>02-4530-3200 OPERATING SUPPLIES</b>					
US BANK	6235 112723	WIX.COM	30.00		0
Total WAGON DAYS EXPENDITURES:			30.00		
Total WAGON DAYS FUND:			30.00		
<b>GENERAL CAPITAL IMPROVEMENT FD</b>					
<b>GENERAL CIP EXPENDITURES</b>					
<b>03-4193-7120 4TH STREET PAVER REP(MAIN/WAL)</b>					
S & C ASSOCIATES LLC	2964-2976	2969	472.00		0
<b>03-4193-7135 MAIN STREET REHAB</b>					
US BANK	6235 112723	WRAPCITY-LUNCH WRAPS	390.42		713503
S & C ASSOCIATES LLC	2964-2976	2967,2968	3,438.00		713501
JACOBS ENGINEERING GROUP, I	W3Y18400-003	MAIN STREET REHABILITATION	2,535.00	24051	713502
JACOBS ENGINEERING GROUP, I	W3Y18400-003	MAIN STREET REHABILITATION	133,801.82	24051	713501
GGLO	2323116.01 000	PROFESSIONAL SERVICES NOV1-NOV30 23	17,166.09		713502
<b>03-4193-7200 TECHNOLOGY UPGRADES</b>					
CDW GOVERNMENT, INC.	NH80460	LVO MONITORS	756.96		0
CDW GOVERNMENT, INC.	NK38809	USB-C DOCK, LVO	1,080.69		0
MOTOROLA SOLUTIONS	1411040602	VISTA/V300 4RE/M500 DEVICE LICENSE	2,925.00		0
US BANK	6235 112723	B&H PHOTO- CAMERA, LENS	3,393.90		0

Vendor Name	Invoice Number	Description	Net Invoice Amount	Purchase Order Number	GL Activity Number
<b>03-4193-7607 SIDEWALK CURB AND GUTTER</b>					
S & C ASSOCIATES LLC	2964-2976	2971	568.50		0
Total GENERAL CIP EXPENDITURES:			166,528.38		
<b>FACILITY MAINT CIP EXPENDITURE</b>					
<b>03-4194-7000 WARM SPRINGS PRESERVE PHASE I</b>					
S & C ASSOCIATES LLC	2964-2976	2970	509.50		0
STUDIO SUPERBLOOM, LLC	WSP-017	HOURLY SERVICES PRIOR TO NEXT PHASE	800.00		0
STUDIO SUPERBLOOM, LLC	WSP-018	RIO ASE 60% DESIGN	17,160.87		0
STUDIO SUPERBLOOM, LLC	WSP-020-RIO	TO#6 FLOODPLAIN ENGINEERING DESIGN AND PERMITTING	12,404.75		0
Total FACILITY MAINT CIP EXPENDITURE:			30,875.12		
<b>FIRE &amp; RESCUE CIP EXPENDITURES</b>					
<b>03-4230-7120 RADIOS (PORTABLE)</b>					
WHITE CLOUD	105714	CONNECTOR, LABOR AND TRAVEL	526.00		0
<b>03-4230-7130 PPE (TURNOUT GEAR)</b>					
MUNICIPAL EMERGENCY SERIC	IN1975522	HELMETS FOR FIREFIGHTER OF THE YEAR	532.67		0
Total FIRE & RESCUE CIP EXPENDITURES:			1,058.67		
Total GENERAL CAPITAL IMPROVEMENT FD:			198,462.17		
<b>ORIGINAL LOT FUND</b>					
<b>ORIGINAL LOT TAX</b>					
<b>22-4910-6060 EVENTS/PROMOTIONS</b>					
US BANK	6235 112723	ATKINSONS-GROCERIES	35.87		491001
US BANK	6235 112723	CHATEAU DRUG	22.23		491032
Total ORIGINAL LOT TAX:			58.10		
Total ORIGINAL LOT FUND:			58.10		
<b>COMMUNITY HOUSING</b>					
<b>COMMUNITY HOUSING EXPENSE</b>					

Vendor Name	Invoice Number	Description	Net Invoice Amount	Purchase Order Number	GL Activity Number
<b>54-4410-3200 LIFT TOWER LODGE OPERATIONS</b>					
BRIAN SCHROEDER	121823	Mileage Reimbursement-160 Miles	104.80		0
<b>54-4410-4200 PROFESSIONAL SERVICES</b>					
RIAN ROONEY	10	HOUSING RESEARCH AND ANALYSIS	13,502.50	23131	0
NEUROMEDIATION GROUP LLC	CR17170	OCTOBER EVICTION MEDIATION	3,083.33		0
<b>54-4410-4210 LEASE TO LOCALS INSENTIVES</b>					
SLANETZ, JIM	LTL 122023	LTL FINAL PAYMENT	14,000.00		0
SACKBAUER, LUCY BOLES	LTL 122023	LTL FINAL PAYMENT	2,250.00		0
BELLAMY, KIMBERLY	LTL 122023	LTL FINAL PAYMENT	1,875.00		0
DOUCETTE, JACKIE COSTELLO	LTL 122023	LTL FINAL PAYMENT	2,250.00		0
GIBBONS, THOMAS	LTL 122023	LTL FINAL PAYMENT	4,500.00		0
GORHAM JR., JOHN L	LTL 122023	LTL FINAL PAYMENT	2,250.00		0
MEIBORG, KYLE	LTL 122023	LTL FINAL PAYMENT	4,500.00		0
TAYLOR, ANN S	LTL 122023	LTL FINAL PAYMENT	4,500.00		0
<b>54-4410-4215 LEASE TO LOCALS PROF SERVICES</b>					
PLACEMATE, INC	1637	YEAR 2 LEASE TO LOCALS PROGRAM	6,000.00	23123	0
<b>54-4410-4250 LIFT TOWER LODGE PROFF SVCS</b>					
OFFICE BRIGHT INC	1756	LTL CLEANING-DECEMBER	140.00		0
CUEVA ELK ROOFING	001848	LIFT TOWER LODGE REPAIRS-ADDITIONAL MATERIALS	300.00		0
CUEVA ELK ROOFING	001848	LIFT TOWER LODGE ROOF REPAIRS	6,930.00	24013	0
CUEVA ELK ROOFING	0051716	ROOF MAINTENANCE-LTL	600.00		0
SPENCE ELECTRIC	1626	HEATER REPLACEMENT	1,141.25		0
<b>54-4410-5200 LIFT TOWER LODGE UTILITIES</b>					
IDAHO POWER	2208260063 12	2208260063 121323	433.07		0
IDAHO POWER	2226910376 12	2226910376 121323	430.39		0
Total COMMUNITY HOUSING EXPENSE:			68,790.34		
Total COMMUNITY HOUSING:			68,790.34		
<b>WATER FUND</b>					
<b>WATER EXPENDITURES</b>					
<b>63-4340-3120 DATA PROCESSING</b>					
BILLING DOCUMENT SPECIALIS	91838	Statement Processing for Utility Billing - W	581.50		435001

Vendor Name	Invoice Number	Description	Net Invoice Amount	Purchase Order Number	GL Activity Number
<b>63-4340-3200 OPERATING SUPPLIES</b>					
A.C. HOUSTON LUMBER CO.	2312-677163	GORILLA TAPE, REBAR TIE WIRE	25.68		0
CINTAS	4176931947	WATER	31.19		435001
CINTAS	4176931947	UTILITIES ADMIN BLDG - WATER	10.90		435001
CINTAS	4178287717	UTILITIES ADMIN BLDG - WATER	10.90		435001
CINTAS	4178287717	WATER	31.19		435001
LUTZ RENTALS	149693-1	PROPANE - WATER	22.68		0
LUTZ RENTALS	149733-1	PROPANE - WATER	16.13		0
LUTZ RENTALS	149830-1	PROPANE - WATER	22.68		0
LUTZ RENTALS	149971-1	PROPANE - WATER	14.62		0
McMASTER-CARR SUPPLY CO.	18810784	INSULATED WATERPROOF TARP & DRILL BITS	596.72		435001
<b>63-4340-3400 MINOR EQUIPMENT</b>					
A.C. HOUSTON LUMBER CO.	2312-679098	EXTENSION CORD, TRI-TAP ADAPTER EXT	80.98		0
<b>63-4340-3800 CHEMICALS</b>					
GEM STATE WELDERS SUPPLY,I	852021	Hypochlorite Solution	316.00		0
GEM STATE WELDERS SUPPLY,I	852165	Hypochlorite Solution	316.00		0
<b>63-4340-5100 TELEPHONE &amp; COMMUNICATIONS</b>					
CENTURY LINK	2087250715 19	2087250715 195B - WATER	124.77		0
SENTINEL FIRE & SECURITY, IN	94651	Water & Sewer (Admin & Water Bldg) MONITORING	74.25		435001
<b>63-4340-5200 UTILITIES</b>					
IDAHO POWER	2202458903 12	2202458903 - 110 RIVER RANCH RD OPTC	835.37		0
IDAHO POWER	2206786259 12	2206786259 - 110 RIVER RANCH RD ADMN - W	42.45		435001
<b>63-4340-6100 REPAIR &amp; MAINT-MACH &amp; EQUIP</b>					
A.C. HOUSTON LUMBER CO.	2312-683223	CEDAR 3&BTR S1S2E KD	20.57		0
SENTINEL FIRE & SECURITY, IN	94457	Twelve Volt 7 Amp Hour	32.00		0
<b>63-4340-6910 OTHER PURCHASED SERVICES</b>					
GRAINGER, INC., W.W.	9929471853	HEAT BLOWER, FLEXIBLE DUCT	371.44		0
GRAINGER, INC., W.W.	9939787652	INVERTER GENERATOR	2,595.34		0
Total WATER EXPENDITURES:			6,173.36		
Total WATER FUND:			6,173.36		

Vendor Name	Invoice Number	Description	Net Invoice Amount	Purchase Order Number	GL Activity Number
<b>WATER CAPITAL IMPROVEMENT FUND</b>					
<b>WATER CIP EXPENDITURES</b>					
<b>64-4340-7806 NEW STAND-BY GENERATOR WA/ADM.</b>					
LLOYD CONSTRUCTION INC.	5478	NORTHWOOD BACKUP GENERATOR PROJECT-BID PACKAGE	41,477.00	23122	0
DC ENGINEERING	21KET01 A 1S	ENGINEERING BACKUP POWER NWW & ADMIN	210.00	22057	0
Total WATER CIP EXPENDITURES:			41,687.00		
Total WATER CAPITAL IMPROVEMENT FUND:			41,687.00		
<b>WASTEWATER FUND</b>					
<b>WASTEWATER EXPENDITURES</b>					
<b>65-4350-3120 DATA PROCESSING</b>					
BILLING DOCUMENT SPECIALIS	91838	Statement Processing for Utility Billing - WW	581.50		435001
<b>65-4350-3200 OPERATING SUPPLIES</b>					
ATKINSONS' MARKET	04776194	Tea	31.31		435001
ATKINSONS' MARKET	04776197	Dishsoap	10.92		435001
CINTAS	4176931947	WASTEWATER	63.92		435001
CINTAS	4176931947	UTILITIES ADMIN BLDG - WASTEWATER	10.89		435001
CINTAS	4178287717	WASTEWATER	63.92		435001
CINTAS	4178287717	UTILITIES ADMIN BLDG - WASTEWATER	10.89		435001
GRAINGER, INC., W.W.	9926405128	Lifeline Aed 5 Yr Battery, Electrode Pads	267.99		435001
McMASTER-CARR SUPPLY CO.	18810784	INSULATED WATERPROOF TARP & DRILL BITS	19.56		435001
UPS STORE #2444	MMN7FR5021	WATER SAMPLES	14.87		435001
UPS STORE #2444	MMN7FR5A0	WATER SAMPLES	14.87		435001
UPS STORE #2444	MMN7FR5Y3	WATER SAMPLES	15.11		435001
<b>65-4350-4200 PROFESSIONAL SERVICES</b>					
ANALYTICAL LABORATORIES, I	2308984	Flow Meter Calibration	1,350.00		435001
BANYAN TECHNOLOGY INC.	21197	SERVICE AGREEMENT FOR 2023-2024	9,527.00	24043	435001
ROBERTS ELECTRIC	010684	WASTEWATER - Troubleshooting Voltage Monitor after power outage	150.00		435002
<b>65-4350-5100 TELEPHONE &amp; COMMUNICATIONS</b>					
CENTURY LINK	2087268953 40	2087268953 402B - Wastwater	64.77		435001
SENTINEL FIRE & SECURITY, IN	94651	Water & Sewer (Admin & Water Bldg) MONITORING	24.75		435001
VERIZON WIRELESS	9951520292	965494438 WASTEWATER DEPT	66.19		435001

Vendor Name	Invoice Number	Description	Net Invoice Amount	Purchase Order Number	GL Activity Number
<b>65-4350-5200 UTILITIES</b>					
IDAHO POWER	2202158701 12	2202158701 - 110 RIVER RANCH RD SWR	10,658.20		435001
IDAHO POWER	2202703357 12	2202703357 - 1001 CHIF JOSEPH CT WY EQU CTR	34.37		435001
IDAHO POWER	2206786259 12	2206786259 - 110 RIVER RANCH RD ADMN - WW	42.45		435001
INTERMOUNTAIN GAS	58208688554 1	110 RIVER RANCH RD MECHANICAL BAR SCREE	26.27		435001
<b>65-4350-6900 COLLECTION SYSTEM SERVICES/CHA</b>					
A.C. HOUSTON LUMBER CO.	2312-678536	Eye Bolt, Drop-In Anchor	10.86		435001
VERIZON WIRELESS	9951520292	965494438 WASTEWATER COLLECTIONS DEPT	41.64		435001
Total WASTEWATER EXPENDITURES:			23,102.25		
Total WASTEWATER FUND:			23,102.25		
<b>WASTEWATER CAPITAL IMPROVE FND</b>					
<b>WASTEWATER CIP EXPENDITURES</b>					
<b>67-4350-7813 CAPITAL IMP PLAN(NO SHARING)</b>					
HDR ENGINEERING, INC.	1200580176	TASK ORDER #5 - SEWER COLLECTION MASTER PLAN	13,026.42	23007	435004
Total WASTEWATER CIP EXPENDITURES:			13,026.42		
Total WASTEWATER CAPITAL IMPROVE FND:			13,026.42		
Grand Totals:			424,772.87		

## Report Criteria:

Invoices with totals above \$0 included.

Paid and unpaid invoices included.

[Report].GL Account Number = "0110000000"- "9700000000", "9910000000"- "9911810000"

Invoice Detail.Voided = No,Yes



## City of Ketchum

### CITY COUNCIL MEETING AGENDA MEMO

Meeting Date: January 2, 2024 Staff Member/Dept: Adam Crutcher/Planning

Agenda Item: Recommendation to review and approve the Block 91: Lot 3A lot consolidation preliminary plat.

#### Recommended Motion:

"I move to approve the Block 91: Lot 3A Preliminary Plat Application File No. P23-052A subject to conditions 1 through 2 and approve the Findings of Fact, Conclusions of Law, and Decision."

#### Reasons for Recommendation:

- The request to consolidate lots 3 & 4 meets all applicable standards for Preliminary Plats contained in Ketchum Municipal Code's Subdivision (Title 16) regulations.
- The lot and associated development will meet all applicable zoning and subdivision standards including, but not limited to, minimum lot size, setbacks, and building coverage standards for the LR zone.
- All city departments have reviewed the proposal and have no issue with the proposed lot consolidation.
- The proposed lot consolidation better meets the intent of the Mountain Overlay district than permitting development on both existing lots.

#### Policy Analysis and Background (non-consent items only):

See draft Findings of Fact for analysis & background.

#### Sustainability Impact:

None OR state impact here: None

#### Financial Impact:

None OR Adequate funds exist in account: None

#### Attachments:

1. Block 91: Lot 3A Application Materials
2. Draft Findings of Fact, Conclusions of Law, and Decision



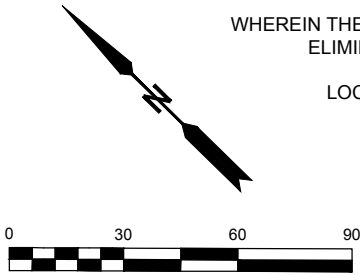
Attachment A:  
Block 91: Lot 3A Materials

A PLAT SHOWING:  
**KETCHUM TOWNSITE: BLOCK 91,  
LOT 3A**

WHEREIN THE BOUNDARY COMMON TO LOTS 3 & 4 WITHIN BLOCK 91, KETCHUM TOWNSITE IS  
ELIMINATED, AND A BUILDING ENVELOPE IS ESTABLISHED, CREATING LOT 3A.

LOCATED WITHIN: SECTION 18, TOWNSHIP 4 NORTH, RANGE 18 EAST, B.M.,  
CITY OF KETCHUM, BLAINE COUNTY, IDAHO

**DECEMBER 2023**  
**PRELIMINARY PLAT**



**LEGEND**

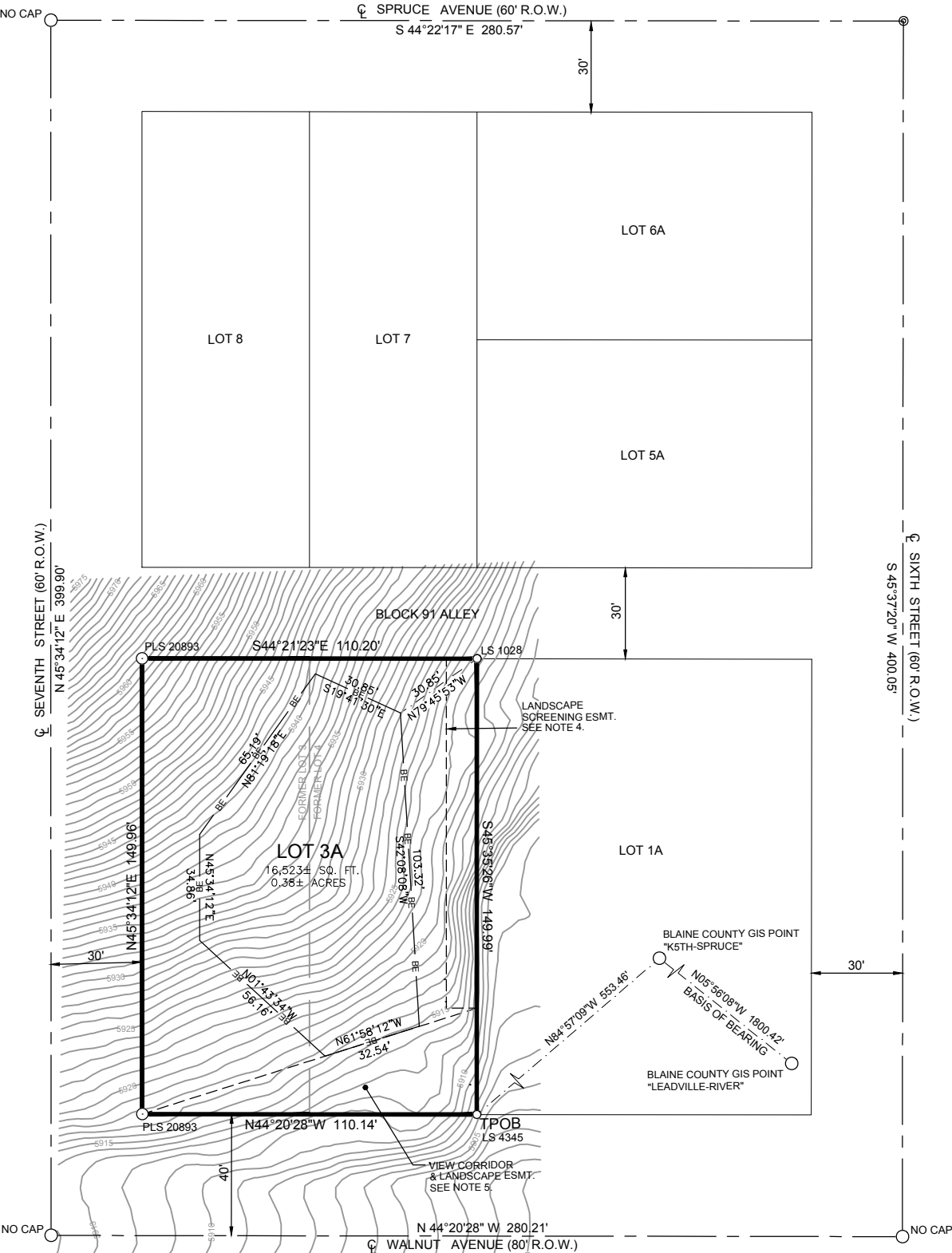
	PROPERTY BOUNDARY
	ADJOINING PROPERTY LINE
	SURVEY TIES
	LOT LINE TO BE ELIMINATED
	PROPOSED BUILDING ENVELOPE
	EASEMENT LINE (AS NOTED)
	CONTOUR LINE
	FOUND SURVEY SPIKE (PER INST. NO. 652564)
	FOUND 1/2" REBAR (MARKED AS NOTED)
	FOUND 5/8" REBAR (MARKED AS NOTED)

**NOTES/SURVEYOR'S NARRATIVE:**

- THE PURPOSE OF THIS PLAT IS TO COMBINE LOTS 3 & 4 OF KETCHUM TOWNSITE, BLOCK 91 AND ESTABLISH A BUILDING ENVELOPE. ALL FOUND MONUMENTS WERE ACCEPTED AS EITHER ORIGINAL CORNERS, OR REPLACEMENTS OF ORIGINAL CORNERS.
- REFERENCES:
  - PLAT OF VILLAGE OF KETCHUM; INST. NO. 302967.
  - RECORD OF SURVEY OF KETCHUM TOWNSITE: BLOCK 91, LOTS 3 & 4, INST. NO. 694710.
  - LOT BOOK GUARANTEE, FILE NO. 22455152, JUNE 2, 2022.
- DISTANCES SHOWN ARE MEASURED. REFER TO THE ABOVE REFERENCED DOCUMENTS FOR PREVIOUS RECORD DATA.
- A 10' BY 115' LANDSCAPE SCREENING EASEMENT FOR THE BENEFIT OF COLUMBIA HOLDINGS EXISTS PER INST. NO. 663131.
- A VIEW CORRIDOR AND LANDSCAPE EASEMENT FOR THE BENEFIT OF COLUMBIA HOLDINGS EXISTS PER INST. NO. 663131.
- THIS PROPERTY IS SUBJECT TO A RIGHT-OF-WAY ENCROACHMENT AGREEMENT, RECORDED AS INST. NO. 655196.
- THE CURRENT ZONING DISTRICT FOR THE WITHIN PLAT IS LR, LIMITED RESIDENTIAL.
- CONTOUR INTERVAL: 1' - CONTOURS IN AREAS OF DENSE VEGETATION MAY DEVIATE FROM TRUE ELEVATION BY ON HALF THE HEIGHT OF THE VEGETATION. DATE OF LIDAR FLIGHT FOR CONTOURS: 2017.

**OWNER OF RECORD:**

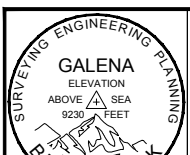
BREYMAN PROPERTIES, LLC  
12045 BREYMAN AVENUE  
PORTLAND, OR 97219



**HEALTH CERTIFICATE**

Sanitary restrictions as required by Idaho Code Title 50, Chapter 13, have been satisfied. Sanitary restrictions may be reimposed, in accordance with Idaho Code Title 50, Chapter 13, Section 50-1326, by the issuance of a certificate of disapproval.

Date: \_\_\_\_\_  
South Central Public Health District, REHS



<b>KETCHUM TOWNSITE: BLOCK 91, LOT 3A</b>		
LOCATED WITHIN SECTION 18, TOWNSHIP 4 NORTH, RANGE 18 EAST, B.M., CITY OF KETCHUM, BLAINE COUNTY, IDAHO		
PREPARED FOR: BYLA/BREYMAN PROPERTIES, LLC		
PROJECT NO. 23020	DWG BY: ROB/CPL	FILE: 23020PRE.DWG
PRELIMINARY PLAT	DATE: 12/04/2023	SHEET: 1 OF 1



## CLTA GUARANTEE

ISSUED BY  
STEWART TITLE GUARANTY COMPANY  
A CORPORATION, HEREIN CALLED THE COMPANY

**SUBJECT TO THE EXCLUSIONS FROM COVERAGE, THE LIMITS OF LIABILITY AND OTHER PROVISIONS OF THE CONDITIONS AND STIPULATIONS HERETO ANNEXED AND MADE A PART OF THIS GUARANTEE, AND SUBJECT TO THE FURTHER EXCLUSION AND LIMITATION THAT NO GUARANTEE IS GIVEN NOR LIABILITY ASSUMED WITH RESPECT TO THE IDENTITY OF ANY PARTY NAMED OR REFERRED TO IN SCHEDULE A OR WITH RESPECT TO THE VALIDITY, LEGAL EFFECT OR PRIORITY OF ANY MATTER SHOWN THEREIN.**

### GUARANTEES

the Assured named in Schedule A against actual monetary loss or damage not exceeding the liability amount stated in Schedule A which the Assured shall sustain by reason of any incorrectness in the assurances set forth in Schedule A.

**Dated: June 2, 2022**

Signed under seal for the Company, but this endorsement is to be valid only when it bears an authorized countersignature.

Countersigned by:

\_\_\_\_\_  
Authorized Countersignature

\_\_\_\_\_  
TitleOne  
Company Name

\_\_\_\_\_  
271 1st Ave North  
PO Box 2365  
Ketchum, ID 83340  
\_\_\_\_\_  
City, State



\_\_\_\_\_  
Frederick H. Eppinger  
President and CEO

\_\_\_\_\_  
David Hisey  
Secretary

Please note carefully the liability exclusions and limitations and the specific assurances afforded by this guarantee. If you wish additional liability, or assurances other than as contained herein, please contact the company for further information as to the availability and cost.

## GUARANTEE CONDITIONS AND STIPULATIONS

- 1. Definition of Terms** - The following terms when used in the Guarantee mean:
  - (a) "the Assured": the party or parties named as the Assured in this Guarantee, or on a supplemental writing executed by the Company.
  - (b) "land": the land described or referred to in Schedule (A)(C) or in Part 2, and improvements affixed thereto which by law constitute real property. The term "land" does not include any property beyond the lines of the area described or referred to in Schedule (A)(C) or in Part 2, nor any right, title, interest, estate or easement in abutting streets, roads, avenues, alleys, lanes, ways or waterways.
  - (c) "mortgage": mortgage, deed of trust, trust deed, or other security instrument.
  - (d) "public records": records established under state statutes at Date of Guarantee for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without knowledge.
  - (e) "date": the effective date.
- 2. Exclusions from Coverage of this Guarantee** - The Company assumes no liability for loss or damage by reason of the following:
  - (a) Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public records.
  - (b) (1) Unpatented mining claims; (2) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (3) water rights, claims or title to water; whether or not the matters excluded by (1), (2) or (3) are shown by the public records.
  - (c) Assurances to title to any property beyond the lines of the land expressly described in the description set forth in Schedule (A)(C) or in Part 2 of this Guarantee, or title to streets, roads, avenues, lanes, ways or waterways on which such land abuts, or the right to maintain therein vaults, tunnels, ramps or any other structure or improvement; or any rights or easements therein unless such property, rights or easements are expressly and specifically set forth in said description.
  - (d) (1) Defects, liens, encumbrances or adverse claims against the title, if assurances are provided as to such title, and as limited by such assurances.  
(2) Defects, liens, encumbrances, adverse claims or other matters (a) whether or not shown by the public records, and which are created, suffered, assumed or agreed to by one or more of the Assureds; (b) which result in no loss to the Assured; or (c) which do not result in the invalidity or potential invalidity of any judicial or non-judicial proceeding which is within the scope and purpose of assurances provided.
- 3. Notice of Claim to be Given by Assured Claimant** - An Assured shall notify the Company promptly in writing in case knowledge shall come to an Assured hereunder of any claim of title or interest which is adverse to the title to the estate or interest, as stated herein, and which might cause loss or damage for which the Company may be liable by virtue of this Guarantee. If prompt notice shall not be given to the Company, then all liability of the Company shall terminate with regard to the matter or matters for which prompt notice is required; provided, however, that failure to notify the Company shall in no case prejudice the rights of any Assured under this Guarantee unless the Company shall be prejudiced by the failure and then only to the extent of the prejudice.
- 4. No Duty to Defend or Prosecute** - The Company shall have no duty to defend or prosecute any action or proceeding to which the Assured is a party, notwithstanding the nature of any allegation in such action or proceeding.
- 5. Company's Option to Defend or Prosecute Actions; Duty of Assured Claimant to Cooperate** - Even though the Company has no duty to defend or prosecute as set forth in Paragraph 4 above:
  - (a) The Company shall have the right, at its sole option and cost, to institute and prosecute any action or proceeding, interpose a defense, as limited in (b), or to do any other act which in its opinion may be necessary or desirable to establish the title to the estate or interest as stated herein, or to establish the lien rights of the Assured, or to prevent or reduce loss or damage to the Assured. The Company may take any appropriate action under the terms of this Guarantee, whether or not it shall be liable hereunder, and shall not thereby concede liability or waive any provision of this Guarantee. If the Company shall exercise its rights under this paragraph, it shall do so diligently.
  - (b) If the Company elects to exercise its options as stated in Paragraph 5(a) the Company shall have the right to select counsel of its choice (subject to the right of such Assured to object for reasonable cause) to represent the Assured and shall not be liable for and will not pay the fees of any other counsel, nor will the Company pay any fees, costs or expenses incurred by an Assured in the defense of those causes of action which allege matters not covered by this Guarantee.
  - (c) Whenever the Company shall have brought an action or interposed a defense as permitted by the provisions of this Guarantee, the Company may pursue any litigation to final determination by a court of competent jurisdiction and expressly reserves the right, in its sole discretion, to appeal from an adverse judgment or order.
  - (d) In all cases where this Guarantee permits the Company to prosecute or provide for the defense of any action or proceeding, an Assured shall secure to the Company the right to so prosecute or provide for the defense of any action or proceeding, and all appeals therein, and permit the Company to use, at its option, the name of such Assured for this purpose. Whenever requested by the Company, an Assured, at the Company's expense, shall give the Company all reasonable aid in any action or proceeding, securing evidence, obtaining witnesses, prosecuting or defending the action or lawful act which in the opinion of the Company may be necessary or desirable to establish the title to the estate or interest as stated herein, or to establish the lien rights of the Assured. If the Company is prejudiced by the failure of the Assured to furnish the required cooperation, the Company's obligations to the Assured under the Guarantee shall terminate.
- 6. Proof of Loss or Damage** - In addition to and after the notices required under Section 3 of these Conditions and Stipulations have been provided to the Company, a proof of loss or damage signed and sworn to by the Assured shall be furnished to the Company within ninety (90) days after the Assured shall ascertain the facts giving rise to the loss or damage. The proof of loss or damage shall describe the matters covered by this Guarantee which constitute the basis of loss or damage and shall state, to the extent possible, the basis of calculating the amount of the loss or damage. If the Company is prejudiced by the failure of the Assured to provide the required proof of loss or damage, the Company's obligation to such Assured under the Guarantee shall terminate. In addition, the Assured may reasonably be required to submit to examination under oath by an authorized representative of the Company and shall produce for examination, inspection and copying, at such reasonable times and places as may be designated by any authorized representative of the Company, all records, books, ledgers, checks, correspondence and memoranda, whether bearing a date before or after Date of Guarantee, which reasonably pertain to the loss or damage. Further, if requested by any authorized representative of the Company, the Assured shall grant its permission, in writing, for any authorized representative of the Company to examine, inspect and copy all records, books, ledgers, checks, correspondence and memoranda in the custody or control of a third party, which reasonably pertain to the loss or damage. All information designated as confidential by the Assured provided to the Company pursuant to this Section shall not be disclosed to others unless, in the reasonable judgment of the Company, it is necessary in the administration of the claim. Failure of the Assured to submit for examination under oath, produce other reasonably requested information or grant permission to secure reasonably necessary information from third parties as required in the above paragraph, unless prohibited by law or governmental regulation, shall terminate any liability of the Company under this Guarantee to the Assured for that claim.
- 7. Options to Pay or Otherwise Settle Claims; Termination of Liability** - In case of a claim under this Guarantee, the Company shall have the following additional options:
  - (a) To Pay or Tender Payment of the Amount of Liability or to Purchase the Indebtedness.

## GUARANTEE CONDITIONS AND STIPULATIONS

The Company shall have the option to pay or settle or compromise for or in the name of the Assured any claim which could result in loss to the Assured within the coverage of this Guarantee, or to pay the full amount of this Guarantee or, if this Guarantee is issued for the benefit of a holder of a mortgage or a lienholder, the Company shall have the option to purchase the indebtedness secured by said mortgage or said lien for the amount owing thereon, together with any costs, reasonable attorneys' fees and expenses incurred by the Assured claimant which were authorized by the Company up to the time of purchase.

Such purchase, payment or tender of payment of the full amount of the Guarantee shall terminate all liability of the Company hereunder. In the event after notice of claim has been given to the Company by the Assured the Company offers to purchase said indebtedness, the owner of such indebtedness shall transfer and assign said indebtedness, together with any collateral security, to the Company upon payment of the purchase price. Upon the exercise by the Company of the option provided for in Paragraph (a) the Company's obligation to the Assured under this Guarantee for the claimed loss or damage, other than to make the payment required in that paragraph, shall terminate, including any obligation to continue the defense or prosecution of any litigation for which the Company has exercised its options under Paragraph 5, and the Guarantee shall be surrendered to the Company of cancellation.

- (b) To Pay or Otherwise Settle With Parties Other Than the Assured or With the Assured Claimant.

To pay or otherwise settle with other parties for or in the name of an Assured claimant any claim assured against under this Guarantee, together with any costs, attorneys' fees and expenses incurred by the Assured claimant which were authorized by the Company up to the time of payment and which the Company is obligated to pay.

Upon the exercise by the Company of the option provided for in Paragraph (b) the Company's obligation to the Assured under this Guarantee for the claimed loss or damage, other than to make the payment required in that paragraph, shall terminate, including any obligation to continue the defense or prosecution of any litigation for which the Company has exercised its options under Paragraph 5.

- 8. Determination and Extent of Liability** - This Guarantee is a contract of Indemnity against actual monetary loss or damage sustained or incurred by the Assured claimant who has suffered loss or damage by reason of reliance upon the assurances set forth in this Guarantee and only to the extent herein described, and subject to the exclusions stated in Paragraph 2.

The liability of the Company under this Guarantee to the Assured shall not exceed the least of:

- (a) the amount of liability stated in Schedule A;
- (b) the amount of the unpaid principal indebtedness secured by the mortgage of an Assured mortgagee, as limited or provided under Section 7 of these Conditions and Stipulations or as reduced under Section 10 of these Conditions and Stipulations, at the time the loss or damage assured against by this Guarantee occurs, together with interest thereon; or
- (c) the difference between the value of the estate or interest covered hereby as stated herein and the value of the estate or interest subject to any defect, lien or encumbrance assured against by this Guarantee.

**9. Limitation of Liability**

- (a) If the Company establishes the title, or removes the alleged defect, lien or encumbrance, or cures any other matter assured against by this Guarantee in a reasonably diligent manner by any method, including litigation and the completion of any appeals therefrom, it shall have fully performed its obligations with respect to that matter and shall not be liable for any loss or damage caused thereby.
- (b) In the event of any litigation by the Company or with the Company's consent, the Company shall have no liability for loss or damage until there has been a final determination by a court of competent jurisdiction, and disposition of all appeals therefrom, adverse to the title, as stated herein.
- (c) The Company shall not be liable for loss or damage to any Assured for liability voluntarily assumed by the Assured in settling any claim or suit without the prior written consent of the Company.

- 10. Reduction of Liability or Termination of Liability** - All payments under this Guarantee, except payments made for costs, attorneys' fees and expenses pursuant to Paragraph 5 shall reduce the amount of liability pro tanto.

**11. Payment Loss**

- (a) No payment shall be made without producing this Guarantee for endorsement of the payment unless the Guarantee has been lost or destroyed, in which case proof of loss or destruction shall be furnished to the satisfaction of the Company.
- (b) When liability and the extent of loss or damage has been definitely fixed in accordance with these Conditions and Stipulations, the loss or damage shall be payable within thirty (30) days thereafter.

- 12. Subrogation Upon Payment or Settlement** - Whenever the Company shall have settled and paid a claim under this Guarantee, all right of subrogation shall vest in the Company unaffected by any act of the Assured claimant.

The Company shall be subrogated to and be entitled to all rights and remedies which the Assured would have had against any person or property in respect to the claim had this Guarantee not been issued. If requested by the Company, the Assured shall transfer to the Company all rights and remedies against any person or property necessary in order to perfect this right of subrogation. The Assured shall permit the Company to sue, compromise or settle in the name of the Assured and to use the name of the Assured in any transaction or litigation involving these rights or remedies.

If a payment on account of a claim does not fully cover the loss of the Assured the Company shall be subrogated to all rights and remedies of the Assured after the Assured shall have recovered its principal, interest, and costs of collection.

- 13. Arbitration** - Unless prohibited by applicable law, either the Company or the Assured may demand arbitration pursuant to the Title Insurance Arbitration Rules of the American Arbitration Association. Arbitrable matters may include, but are not limited to, any controversy or claim between the Company and the Assured arising out of or relating to this Guarantee, any service of the Company in connection with its issuance or the breach of a Guarantee provision or other obligation. All arbitrable matters when the Amount of Liability is \$1,000,000 or less shall be arbitrated at the option of either the Company or the Assured. All arbitrable matters when the amount of liability is in excess of \$1,000,000 shall be arbitrated only when agreed to by both the Company and the Assured. The Rules in effect at Date of Guarantee shall be binding upon the parties. The award may include attorneys' fees only if the laws of the state in which the land is located permits a court to award attorneys' fees to a prevailing party. Judgment upon the award rendered by the Arbitrator(s) may be entered in any court having jurisdiction thereof.

The law of the situs of the land shall apply to an arbitration under the Title Insurance Arbitration Rules. A copy of the Rules may be obtained from the Company upon request.

**14. Liability Limited to This Guarantee; Guarantee Entire Contract**

- (a) This Guarantee together with all endorsements, if any, attached hereto by the Company is the entire Guarantee and contract between the Assured and the Company. In interpreting any provision of this Guarantee, this Guarantee shall be construed as a whole.
- (b) Any claim of loss or damage, whether or not based on negligence, or any action asserting such claim, shall be restricted to this Guarantee.
- (c) No amendment of or endorsement to this Guarantee can be made except by a writing endorsed hereon or attached hereto signed by either the President, a Vice President, the Secretary, an Assistant Secretary, or validating officer or authorized signatory of the Company.

- 15. Notices, Where Sent** - All notices required to be given the Company and any statement in writing required to be furnished the Company shall include the number of this Guarantee and shall be addressed to the Company at P. O. Box 2029, Houston, TX 77252-2029.

**LOT BOOK GUARANTEE**  
**Issued By**  
**Stewart Title Guaranty Company**

**SCHEDULE A**

**File No.** 22455152  
**State:** ID  
**County:** Blaine

<u>Guarantee No.</u>	<u>Liability</u>	<u>Date of Guarantee</u>	<u>Fee</u>
G-0000367463638	\$1,000.00	June 2, 2022 at 7:30 a.m.	\$140.00

**Name of Assured:**  
Benchmark Associates

The assurances referred to on the face page hereof are:

1. That, according to the Company's property records relative to the following described land (but without examination of those Company records maintained and indexed by name):

Lots 3 and 4, Block 91 of the VILLAGE OF KETCHUM, BLAINE COUNTY, IDAHO, according to the official plat thereof, recorded as Instrument No. 302967, records of Blaine County, Idaho.

2. The last recorded instrument purporting to transfer title to said land is:

Deed Type: Warranty Deed  
Grantors: Columbia Holdings, LLC, an Oregon limited liability company  
Grantees: Breyman Properties, LLC, an Oregon limited liability company  
Recorded Date: September 13, 2019  
Instrument: 663129  
[Click here to view](#)

3. There are no mortgages or deeds of trust which purport to affect title to said land, other than those shown below under Exceptions.
4. There are no (homesteads, agreements to convey, attachments, notices of non-responsibility, notices of completion, tax deeds) which purport to affect title to said land, other than shown below under Exceptions.
5. No guarantee is made regarding (a) matters affecting the beneficial interest of any mortgage or deed of trust which may be shown herein as an exception, or (b) other matters which may affect any such mortgage or deed of trust.
6. No guarantee is made regarding any liens, claims of liens, defects or encumbrances other than those specifically provided for above, and, if information was requested by reference to a street address, no guarantee is made that said land is the same as said address.

**EXCEPTIONS:**

1. NOTE: According to the available records, the purported address of the land referenced herein is:

None at this time, Ketchum, ID 83340

2. Taxes, including any assessments collected therewith, for the year 2021 for which the first installment is paid, and the second installment is due and payable on or before June 20, 2022.

Parcel Number: [RPK00000910030](#)

Original Amount: \$7,488.56

3. Taxes, including any assessments collected therewith, for the year 2021 for which the first installment is paid, and the second installment is due and payable on or before June 20, 2022.

Parcel Number: [RPK0000091004A](#)

Original Amount: \$7,488.56

4. Taxes, including any assessments collected therewith, for the year 2022 which are a lien not yet due and payable.

5. The land described herein is located within the boundaries of the City of Ketchum and is subject to any assessments levied thereby.

6. Easements, reservations, restrictions, and dedications as shown on the official plat of [Ketchum Townsite](#).

7. Reservations and exceptions in a United States Patent, and in the act authorizing the issuance thereof, recorded May 13, 1942 as Instrument No. [84202](#), records of Blaine County, Idaho.

8. Right of way for ditches, tunnels, telephone, and distribution lines constructed by authority of the United States, as granted to the United States under the provisions of Section 58-604 Idaho Code.

9. Exceptions and Reservations as contained in a/an Ordinance No. 173.

Executed by: City of Ketchum

Purpose: Allows owners adjacent to alley to landscape within alley, but no permanent structures allowed

Recorded: October 12, 1979

Instrument No.: [197670](#), records of Blaine County, Idaho.

10. Terms and conditions contained in a/an Right-of-way Encroachment Agreement by and between Barry Traub, representing M&B Traub Trust and the City of Ketchum, Idaho, a municipal corporation.

Recorded: September 25, 2018

Instrument No.: [655196](#), records of Blaine County, Idaho.

11. Terms and conditions contained in a/an Reciprocal View Corridor and Landscape Easement Agreement by and between Columbia Holdings, LLC, an Oregon limited liability company and Breyman Properties LLC, an Oregon limited liability company.

Recorded: September 13, 2019

Instrument No.: [663131](#), records of Blaine County, Idaho.

12. A Deed of Trust to secure an indebtedness in the amount shown below and any other obligations secured thereby:

Amount: \$2,600,000.00

Trustor/Grantor: Columbia Holdings, LLC, an Oregon limited liability company

Trustee: Blaine County Title

Beneficiary: Barry Traub and Marjorie Traub, Trustees of the M and B Traub Trust

Dated: September 25, 2018

Recorded: September 25, 2018

Instrument No.: [655198](#), records of Blaine County, Idaho.

An Assumption Agreement.

Recorded: September 13, 2019

Instrument No.: [663130](#), records of Blaine County, Idaho.

**Sun Valley Title**

**By:**



**Nick Busdon, Authorized Signatory**

**JUDGMENT AND TAX LIEN GUARANTEE**

Issued By  
Stewart Title Guaranty Company

**SCHEDULE A**

**Amount of Liability:** \$1,000.00

**Fee Amount:** \$0.00

**Guarantee No.:** G-0000367463638

**Name of Assured:** Benchmark Associates

**Date of Guarantee:** June 1, 2022

That, according to the indices of the County Recorder of Blaine County, State of ID, for a period of 10 years immediately prior to the date hereof, there are no

- \* Federal Tax Liens
- \* Abstracts of Judgment, or
- \* Certificates of State Tax Liens

filed, or recorded against the herein named parties, other than those for which a release appears in said indices and other than those shown under Exceptions.

The parties referred to in this guarantee are as follows:

Breyman Properties, LLC, an Oregon limited liability company

Sun Valley Title  
By:



Nick Busdon, Authorized Signatory



SCHEDULE B

Exceptions:

NONE



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## WARRANTY DEED

### FOR VALUE RECEIVED

Columbia Holdings, LLC, an Oregon limited liability company,

the Grantor, hereby grants, bargains, sells, conveys and warrants unto

Breyman Properties, LLC, an Oregon limited liability company

the Grantee, whose current address is: 12045 Breyman Avenue, Portland, OR 97219

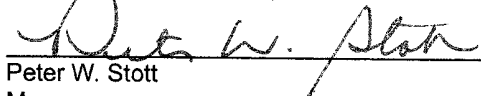
the following described premises, to-wit:

Lots 3 and 4 in Block 91, of the VILLAGE OF KETCHUM, as shown on the certified copy of the official map thereof, recorded as Instrument No. 302967, records of Blaine County, Idaho.

**TO HAVE AND TO HOLD** the said premises, with their appurtenances unto the said Grantee, its heirs and assigns forever. And the said Grantor does hereby covenant to and with the said Grantee, that Grantor is the owner in fee simple of said premises; that they are free from all encumbrances except those to which this conveyance is expressly made subject to and those made, suffered or done by the Grantee; and subject to all existing patent reservations; restrictions in railroad deeds of record; easements and rights of way established and of record; protective covenants of record; zoning ordinances and applicable building codes, use restrictions, ordinances, laws and regulations of any governmental unit; general taxes and assessments, including irrigation and utility assessments (if any) for the current year, which are not due and payable; and that Grantor will warrant and defend the same from all lawful claims whatsoever. Whenever the context so requires, the singular number includes the plural.

Dated this 10 day of September, 2019.

COLUMBIA HOLDINGS, LLC

  
\_\_\_\_\_  
Peter W. Stott  
Manager

State of Oregon  
County of Multnomah

This record was acknowledged before me on 10 day of September, 2019, by Peter W. Stott, as  
Manager of Columbia Holdings, LLC.

Lea M. Pfaus  
Notary Public Lea M. Pfaus  
My Commission Expires: 3/30/2020

(STAMP)



Attachment B:  
Draft Findings of Fact,  
Conclusions of Law, &  
Decision



**City of Ketchum  
Planning & Building**

IN RE: )  
 )  
Ketchum Townsite: Block 91: Lot 3A Preliminary Plat) KETCHUM CITY COUNCIL  
Lot Consolidation Preliminary Plat ) FINDINGS OF FACT, CONCLUSIONS OF LAW, AND  
File Number: P23-052A ) DECISION  
 )  
Date: January 2, 2024 )  
 )

**PROJECT:** Ketchum Townsite: Block 91: Lot 3A Preliminary Plat

**APPLICATION TYPE:** Lot Consolidation Preliminary Plat

**FILE NUMBER:** P23-052A

**ASSOCIATED APPLICATIONS:** Mountain Overlay Design Review (File No. P23-052)

**PROPERTY OWNER:** Breyman Properties LLC

**REPRESENTATIVE:** Lucas Winter, Jarvis Group Architects (Architect)

**LOCATION:** Ketchum Townsite: Block 91, Lot 3 & 4

**ZONING:** Limited Residential (GR-L) & Mountain Overlay (MO)

**RECORD OF PROCEEDINGS**

The City of Ketchum received the application for a lot consolidation on June 5<sup>th</sup>, 2023 in conjunction with a Mountain Overlay Design Review application. Following receipt of the complete application, staff routed the application materials to all city departments for review. As of the date of this letter, all department comments have been resolved or addressed through conditions of approval recommended below. The Planning and Zoning Commission considered the Ketchum Townsite: Block 91: Lot 3A Preliminary Plat Application File No. P23-052A during their meeting on September 26, 2023 and recommended approval to City Council.

**FINDINGS OF FACT**

The Ketchum City Council having reviewed the entire project record, provided notice, and conducted the required public hearing does hereby make and set forth these Findings of Fact, Conclusions of Law, and Decision as follows:

The project proposes to consolidate Lots 3 & 4, requiring a preliminary plat following procedures outlined in KMC 16.04.030 as per section 5.C of Ordinance 1234. Preliminary plats require a public hearing in front of the Planning & Zoning Commission where the Commission recommends approval, approval with conditions, or denial of the preliminary plat on to City Council.

Pursuant to KMC 16.04.080.C.2, the applicant submitted this lot consolidation preliminary plat with the Design Review application. If approved by the Council, a final plat for the lot consolidation must be submitted and approved by the City Council. This must occur prior to a building permit submittal for the project.

The Council reviewed the lot consolidation preliminary plat application for conformance with KMC 16.04.030 – Procedures for subdivision approval, KMC 16.04.040 – Development and Design, as well as three additional criteria and a waiver as required by Interim Ordinance 1234.

Per Interim Ordinance 1234, lot consolidations are now required to undergo a preliminary plat procedure and must meet three additional criteria and submit a waiver. The additional criteria include:

1. The preliminary plat application is in conformance with all applicable building permit and land use development approvals.
2. The preliminary plat application is in conformance with all applicable Zoning Regulations contained within Title 17 – Zoning Regulations.
3. The preliminary plat application is found to be in general conformance with the comprehensive plan in effect at the time the application was deemed complete.

### ***Criteria 3: General conformance with Comprehensive Plan***

The 2014 Comprehensive Plan contains the community's vision for Ketchum and sets goals and policies to guide future development. The vision is shaped by 10 core values identified by Ketchum residents as important to consider for all future land uses decisions. The community's core values include protecting the community character of Ketchum and preserving its environmental quality and scenic beauty. Ketchum's undeveloped hillsides are visual assets that define the character of our community. Protecting and preserving Ketchum's natural resources is critical to maintaining our economy, quality of life, and community identity. The comprehensive plan states:

*Community Character: You know when you have entered Ketchum; this is a place centered on the "town" and identifiable from the "country" by distinct edges. Residents and visitors desire this clear division that has been lost in so many American cities through strip commercial development and sprawling residential subdivisions. Protecting and enhancing the visual character of our community gateways, the undeveloped hillsides, and night skies is a priority (page 9).*

*Environmental Quality and Scenic Beauty: Ketchum's citizens place great value on the exceptional natural setting and resources of the Wood River Valley. The community is surrounded by rugged alpine peaks, forested and sage-covered open spaces, pristine wildlife habitat, and beautiful rivers and riparian areas. Key open spaces create visual buffers between the built and natural environment. Unobstructed views exist in every direction in large part due to Ketchum's wide streets and lack of hillside development. These environmental features and resources sustain our economy and are why many people choose to live in Ketchum. We will be excellent stewards of these resources in order to preserve them for the future (page 10).*

The comprehensive plan sets policies to guide land-use decisions and identifies the following goals regarding hillside development:

- Policy OS-3.2: Establish and maintain open space buffers in important scenic areas to maintain the community's separate identity from surrounding communities and to protect views and open space.
- Goal CD-2: Protect and enhance views of the surrounding mountains and natural features.
- Policy CD-2.2: Continue to protect hillsides within the City and the Area of City Impact from further development. Enforce and encourage strengthening of the Mountain Overlay standards of the City and County, by using a variety of techniques; such as clustering at lower elevations, creating conservation easements, or purchasing private property on hillsides.
- Policy CD-2.4: Protect and incorporate natural features into newly developing areas. Conserve the natural patterns of streams, ridgelines, topography, riparian areas, and wildlife habitat areas.

The MOD ensures the preservation of Ketchum's surrounding hillsides and ridgelines and minimizes impacts on natural topography, geology, soils, drainage, wildlife, and native vegetation. The MOD review standards reduce visual impact by directing building sites away from higher elevations and keeping hillsides open and unobstructed. Additionally, Mountain Overlay standards protect public health, safety, and welfare by ensuring the adequate provision of emergency services, fire protection, and utilities.

The comprehensive plan's future land use map identifies the subject property as low-density residential. Desired primary uses within this future land use category include single-family and duplex residences as well as accessory units. The single-family residence falls within the primary uses of the low-density residential land use category.

#### ***Relationship between Comprehensive Plan & Interim Ordinance 1234***

As seen in the policies and goals listed above, the comprehensive plan emphasizes mountain overlay, preserving hillsides, and neighborhood character. As stated above, Interim Ordinance 1234 requires lot consolidation request to now go through a different process and meet additional criteria as compared to lot consolidation requests prior to the effect of the ordinance. The intent behind this change was due to seeing an increase in consolidation of lots occurring over the past few years. In most areas, this resulted in larger lots with larger single-family homes, reducing the ability to construct a larger number of smaller homes, more reflective of the originally platted subdivisions.

Policy CD-2.2 of the 2014 Comprehensive Plan speaks to the Mountain Overlays purpose in protecting and enhancing the surrounding mountains and natural features. The Council finds the proposed lot consolidation helps to meet this policy as can be seen in the two-lot development diagram as part of the project plans. This diagram helps to compare the estimated amount of disturbance and lot coverage of potential developments on single lots as compared to the proposed residence. The amount of disturbance for two developments would be significantly greater (1,432 sq ft more disturbed area) and the lot coverage would also be greater. With the other Comprehensive Plan policies listed above also speaking on reducing the amount of hillside development, the Council believes the proposed lot consolidation and residence helps to meet the policies as it reduces the potential disturbance and curb cuts made along Walnut Ave.

The Council supported the proposed lot consolidation as they believed the preservation of hillsides and maintaining neighborhood character outweighs the opportunity for one additional dwelling unit if the lots remained as is. Speaking to neighborhood character, many of the lots along Walnut Avenue have consolidated two Ketchum townsite lots so the current proposal would not be out of scale or context when discussing lot size. Lot consolidations in the Mountain Overlay District also provide opportunity to better meet the MOD criteria with driveway approaches and tucking of structures into the hillside.

Various public vantage points including Town Square, Bike path from 6th St & 3rd Ave, and the intersection of East Ave & E 1st St were visited by planning staff during review of the project. From all the vantage points listed, planning staff was not able to view the story poles for the project. The proposed residence sits towards the rear of the property line, allowing the residence to be sited within the hillside allowing for minimal visual impact. The residence also follows the cross slope seen on the subject property by stepping up the hillside, again working with the topography of the site. Due to the design of the residence and siting of the building on the hillside the Council believed that the goals and policies of the comprehensive plan related to hillside development are met.

#### ***Waiver for building envelope sited within 25% slope***

The Council deliberated regarding criteria described in KMC 16.04.040.F.2 pertaining to building envelope requirements on lots with 25% or greater slopes. This criteria states:

*“Whenever a proposed subdivision contains lot(s), in whole or in part, within the floodplain, or which contains land with a slope in excess of 25 percent, based upon natural contours, or creates corner lots at the intersection of two or more streets, building envelopes shall be shown for the lot(s) so affected on the preliminary and final plats. The building envelopes shall be located in a manner designed to promote harmonious development of structures, minimize congestion of structures, and provide open space and solar access for each lot and structure. Also, building envelopes shall be located to promote access to the lots and maintenance of public utilities, to minimize cut and fill for roads and building foundations, and minimize adverse impact upon environment, watercourses and topographical features. Structures may only be built on buildable lots. Lots shall only be created that meet the definition of "lot, buildable" in section 16.04.020 of this chapter. Building envelopes shall be established outside of hillsides of 25 percent and greater and outside of the floodway. A waiver to this standard may only be considered for the following:*

*a. For lot line shifts of parcels that are entirely within slopes of 25 percent or greater to create a reasonable building envelope, and mountain overlay design review standards and all other City requirements are met.*

*b. For small, isolated pockets of 25 percent or greater that are found to be in compliance with the purposes and standards of the mountain overlay district and this section.”*

Almost the entirety of the subject property contains 25% slope or greater, leading the Council to determine the project meets the waiver criteria pertaining to lots entirely within 25% or greater slope. The proposed building envelope closely follows the building footprint of the proposed residence, providing greater protection from future disturbance to the hillside. This building envelope falls in line with previous subdivision applications in the Mountain Overlay where building envelopes closely follow the outline of proposed residences.



**Waiver required by Interim Ordinance 1234**

Per Interim Ordinance 1234, consolidation of lots are permitted subject to a waiver. As stated in KMC 16.04.130, waivers, “must show that there are special physical characteristics or conditions affecting the property in question where literal enforcement of this chapter would result in undue hardship not the result of actions by the subdivider, and that the waiver would not be detrimental to the public welfare, health and safety, nor injurious to property owners in the immediate area.”

The Councils review of how the proposed lot consolidation interacts with the public welfare, health and safety has been discussed in the Preliminary Plats general conformance with the comprehensive plan above. As seen in that section, the Council believed the project would not be detrimental to the public welfare, health and safety.

**FINDINGS REGARDING PRELIMINARY PLAT SUBDIVISION REQUIREMENTS**

Preliminary Plat Requirements				
Compliant				
Yes	No	N/A	City Code	City Standards
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.C.1	The subdivider shall file with the administrator copies of the completed subdivision application form and preliminary plat data as required by this chapter.
			<i>Council Findings</i>	The City of Ketchum Planning and Building Department received the subdivision application and all applicable application materials on June 5, 2023.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.I	Contents Of Preliminary Plat: The preliminary plat, together with all application forms, title insurance report, deeds, maps, and other documents reasonably required, shall constitute a complete subdivision application.
			<i>Council Findings</i>	The subdivision application was deemed complete on August 18, 2023.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.I .1	The preliminary plat shall be drawn to a scale of not less than one inch equals one hundred feet (1" = 100') and shall show the following:  The scale, north point and date.
			<i>Council Findings</i>	This standard is met as shown on Sheet 1 of the preliminary plat.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.I .2	The name of the proposed subdivision, which shall not be the same or confused with the name of any other subdivision in Blaine County, Idaho.
			<i>Council Findings</i>	As shown on Sheet 1 of the preliminary plat, the subdivision is named “Ketchum Townsite: Block 91, Lot 3A” which is not the same as any other subdivision in Blaine County, Idaho.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.I .3	The name and address of the owner of record, the subdivider, and the engineer, surveyor, or other person preparing the plat.
			<i>Council Findings</i>	As shown on Sheet 1, the owner and subdivider is Breyman Properties LLC. The plat was prepared by Robert Breier of Galena-Benchmark Engineering.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.I .4	Legal description of the area platted.
			<i>Council Findings</i>	The legal description of the area platted is shown on the preliminary plat.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.I .5	The names and the intersecting boundary lines of adjoining subdivisions and parcels of property.

			<i>Council Findings</i>	The preliminary plat indicates the boundary lines of the adjoining lots.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.I .6	A contour map of the subdivision with contour lines and a maximum interval of five feet (5') to show the configuration of the land based upon the United States geodetic survey data, or other data approved by the city engineer.
			<i>Council Findings</i>	The preliminary plat shows the contour lines for the subject property.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.I .7	The scaled location of existing buildings, water bodies and courses and location of the adjoining or immediately adjacent dedicated streets, roadways and easements, public and private.
			<i>Council Findings</i>	No existing buildings are present on the subject property. Easements and streets are shown on the plat.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.I .8	<b>Boundary description and the area of the tract.</b>
			<i>Council Findings</i>	The preliminary plat provides the boundary description of the area and includes square footage and acreage of the lot.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.I .9	<b>Existing zoning of the tract.</b>
			<i>Council Findings</i>	Plat note #7 of the preliminary plat lists the existing zoning of the subject property.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.I .10	<b>The proposed location of street rights of way, lots, and lot lines, easements, including all approximate dimensions, and including all proposed lot and block numbering and proposed street names.</b>
			<i>Council Findings</i>	The preliminary plat shows the locations and lot lines for the proposed lot. No new streets or blocks are being proposed with this application.
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.030.I .11	<b>The location, approximate size and proposed use of all land intended to be dedicated for public use or for common use of all future property owners within the proposed subdivision.</b>
			<i>Council Findings</i>	This standard is not applicable as there is no requirement or proposal for land dedicated for public or common use.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.I .12	<b>The location, size and type of sanitary and storm sewers, water mains, culverts and other surface or subsurface structures existing within or immediately adjacent to the proposed sanitary or storm sewers, water mains, and storage facilities, street improvements, street lighting, curbs, and gutters and all proposed utilities.</b>
			<i>Council Findings</i>	Location, size and type of water/sewer service is shown on project plans.
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.030.I .13	<b>The direction of drainage, flow and approximate grade of all streets.</b>
			<i>Council Findings</i>	This standard does not apply as no new streets are proposed.
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.030.I .14	<b>The location of all drainage canals and structures, the proposed method of disposing of runoff water, and the location and size of all drainage easements, whether they are located within or outside of the proposed plat.</b>
			<i>Council Findings</i>	This standard does not apply as no new drainage canals or structures are proposed.
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.030.I .15	<b>All percolation tests and/or exploratory pit excavations required by state health authorities.</b>
			<i>Council Findings</i>	This standard does not apply as no addition tests are required.
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.030.I .16	<b>A copy of the provisions of the articles of incorporation and bylaws of homeowners' association and/or condominium declarations to be filed with the final plat of the subdivision.</b>

			<i>Council Findings</i>	This standard does not apply as there will not be a homeowner's association for the property.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.I .17	Vicinity map drawn to approximate scale showing the location of the proposed subdivision in reference to existing and/or proposed arterials and collector streets.
			<i>Council Findings</i>	The project plans includes a vicinity map that satisfies this requirement.
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.030.I .18	The boundaries of the floodplain, floodway and avalanche zoning district shall also be clearly delineated and marked on the preliminary plat.
			<i>Council Findings</i>	The subject property is not within a floodplain, floodway, or avalanche district.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.I .19	Building envelopes shall be shown on each lot, all or part of which is within a floodway, floodplain, or avalanche zone; or any lot that is adjacent to the Big Wood River, Trail Creek, or Warm Springs Creek; or any lot, a portion of which has a slope of twenty five percent (25%) or greater; or upon any lot which will be created adjacent to the intersection of two (2) or more streets.
			<i>Council Findings</i>	Building envelope is shown on preliminary plat as the lot contains 25% and greater slopes.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.I .20	Lot area of each lot.
			<i>Council Findings</i>	As shown on Sheet 1 of the preliminary plat, the lot area for Lot #A is 16,523 square feet.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.I .21	Existing mature trees and established shrub masses.
			<i>Council Findings</i>	As shown on the preliminary plat, there are a variety of trees and shrubs existing on the property.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.I .22	A current title report shall be provided at the time that the preliminary plat is filed with the administrator, together with a copy of the owner's recorded deed to such property.
			<i>Council Findings</i>	The applicant provided a title commitment issued by Pioneer Title Co. dated June 2, 2022 and a warranty deed recorded at Instrument Number 663129 with the initial application.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.I .23	Three (3) copies of the preliminary plat shall be filed with the administrator.
			<i>Council Findings</i>	The City of Ketchum received hard and digital copies of the preliminary plat at the time of application.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.040.A	Required Improvements: The improvements set forth in this section shall be shown on the preliminary plat and installed prior to approval of the final plat. Construction design plans shall be submitted and approved by the city engineer. All such improvements shall be in accordance with the comprehensive plan and constructed in compliance with construction standard specifications adopted by the city. Existing natural features which enhance the attractiveness of the subdivision and community, such as mature trees, watercourses, rock outcroppings, established shrub masses and historic areas, shall be preserved through design of the subdivision.
			<i>Council Findings</i>	All proposed improvements to the public right-of-way are shown in the project plans. The applicant also submitted a set of preliminary construction design plans for review by the City Engineer. Final review and approval of the right-of-way

				improvements will be conducted during building permit review per the conditions of approval. The subject property does not include any watercourses, rock outcroppings, shrub masses or historic areas.
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.040.B	Improvement Plans: Prior to approval of final plat by the commission, the subdivider shall file two (2) copies with the city engineer, and the city engineer shall approve construction plans for all improvements required in the proposed subdivision. Such plans shall be prepared by a civil engineer licensed in the state.
			<i>Council Findings</i>	This standard does not apply as this is a preliminary plat application, not a final plat application.
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.040.C	Prior to final plat approval, the subdivider shall have previously constructed all required improvements and secured a certificate of completion from the city engineer. However, in cases where the required improvements cannot be constructed due to weather conditions or other factors beyond the control of the subdivider, the city council may accept, in lieu of any or all of the required improvements, a performance bond filed with the city clerk to ensure actual construction of the required improvements as submitted and approved. Such performance bond shall be issued in an amount not less than one hundred fifty percent (150%) of the estimated costs of improvements as determined by the city engineer. In the event the improvements are not constructed within the time allowed by the city council (which shall be one year or less, depending upon the individual circumstances), the council may order the improvements installed at the expense of the subdivider and the surety. In the event the cost of installing the required improvements exceeds the amount of the bond, the subdivider shall be liable to the city for additional costs. The amount that the cost of installing the required improvements exceeds the amount of the performance bond shall automatically become a lien upon any and all property within the subdivision owned by the owner and/or subdivider.
			<i>Council Findings</i>	This standard does not apply as this is a preliminary plat application, not a final plat application.
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.040.D	As Built Drawing: Prior to acceptance by the city council of any improvements installed by the subdivider, two (2) sets of as built plans and specifications, certified by the subdivider's engineer, shall be filed with the city engineer. Within ten (10) days after completion of improvements and submission of as built drawings, the city engineer shall certify the completion of the improvements and the acceptance of the improvements, and shall submit a copy of such certification to the administrator and the subdivider. If a performance bond has been filed, the administrator shall forward a copy of the certification to the city clerk. Thereafter, the city clerk shall release the performance bond upon application by the subdivider.
			<i>Council Findings</i>	This standard does not apply as this is a preliminary plat application, not a final plat application.
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.040.E	Monumentation: Following completion of construction of the required improvements and prior to certification of completion by the city engineer, certain land survey monuments shall be reset or verified by the subdivider's engineer or surveyor to still be in place. These monuments shall have the size, shape, and type of material as shown on the subdivision plat. The monuments shall be located as follows: <ol style="list-style-type: none"> <li>1. All angle points in the exterior boundary of the plat.</li> <li>2. All street intersections, points within and adjacent to the final plat.</li> <li>3. All street corner lines ending at boundary line of final plat.</li> <li>4. All angle points and points of curves on all streets.</li> </ol>

				5. The point of beginning of the subdivision plat description.
			<i>Council Findings</i>	This standard does not apply as this is a preliminary plat application, not a final plat application.
			16.04.040.F	<p>Lot Requirements:</p> <ol style="list-style-type: none"> <li>1. Lot size, width, depth, shape and orientation and minimum building setback lines shall be in compliance with the zoning district in which the property is located and compatible with the location of the subdivision and the type of development, and preserve solar access to adjacent properties and buildings.</li> <li>2. Whenever a proposed subdivision contains lot(s), in whole or in part, within the floodplain, or which contains land with a slope in excess of twenty five percent (25%), based upon natural contours, or creates corner lots at the intersection of two (2) or more streets, building envelopes shall be shown for the lot(s) so affected on the preliminary and final plats. The building envelopes shall be located in a manner designed to promote harmonious development of structures, minimize congestion of structures, and provide open space and solar access for each lot and structure. Also, building envelopes shall be located to promote access to the lots and maintenance of public utilities, to minimize cut and fill for roads and building foundations, and minimize adverse impact upon environment, watercourses and topographical features. Structures may only be built on buildable lots. Lots shall only be created that meet the definition of "lot, buildable" in section 16.04.020 of this chapter. Building envelopes shall be established outside of hillsides of twenty five percent (25%) and greater and outside of the floodway. A waiver to this standard may only be considered for the following: <ol style="list-style-type: none"> <li>a. For lot line shifts of parcels that are entirely within slopes of twenty five percent (25%) or greater to create a reasonable building envelope, and mountain overlay design review standards and all other city requirements are met.</li> <li>b. For small, isolated pockets of twenty five percent (25%) or greater that are found to be in compliance with the purposes and standards of the mountain overlay district and this section.</li> </ol> </li> <li>3. Corner lots shall have a property line curve or corner of a minimum radius of twenty five feet (25') unless a longer radius is required to serve an existing or future use.</li> <li>4. Side lot lines shall be within twenty degrees (20°) to a right angle or radial line to the street line.</li> <li>5. Double frontage lots shall not be created. A planting strip shall be provided along the boundary line of lots adjacent to arterial streets or incompatible zoning districts.</li> <li>6. Every lot in a subdivision shall have a minimum of twenty feet (20') of frontage on a dedicated public street or legal access via an easement of twenty feet (20') or greater in width. Easement shall be recorded in the office of the Blaine County recorder prior to or in conjunction with recordation of the final plat.</li> </ol>
			<i>Council Findings</i>	<ol style="list-style-type: none"> <li>1. The proposed lot consolidation meets all dimensional standards as outlined in the LR zone district. The minimum lot size is 9,000 square feet and the lot is 16,523 square feet. The new single family residence meets minimum setback requirements in the LR district for the front, side, and rear.</li> <li>2. A building envelope is required as the lot contains areas greater than 25%. A waiver has been granted for the building envelope to encroach into the 25% slope area as almost the entirety is at or above that slope.</li> </ol>

				<p>The Council found the siting of the structure to meet the Mountain Overlay standards and therefor were willing to allow the development to encroach further into the 25% slope.</p> <ol style="list-style-type: none"> <li>3. The subject property is not a corner lot.</li> <li>4. The parent lot of the townhouse subdivision and the newly created subplot lot line is within 20 degrees to a right angle to the street lot line along Walnut Avenue.</li> <li>5. The subject property is not a double frontage lot.</li> <li>6. The lot has 110 feet of frontage on Walnut Avenue.</li> </ol>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.040.G	<p><b>G. Block Requirements:</b> The length, width and shape of blocks within a proposed subdivision shall conform to the following requirements:</p> <ol style="list-style-type: none"> <li>1. No block shall be longer than one thousand two hundred feet (1,200'), nor less than four hundred feet (400') between the street intersections, and shall have sufficient depth to provide for two (2) tiers of lots.</li> <li>2. Blocks shall be laid out in such a manner as to comply with the lot requirements.</li> <li>3. The layout of blocks shall take into consideration the natural topography of the land to promote access within the subdivision and minimize cuts and fills for roads and minimize adverse impact on environment, watercourses and topographical features.</li> <li>4. Corner lots shall contain a building envelope outside of a seventy five foot (75') radius from the intersection of the streets.</li> </ol>
			<i>Council Findings</i>	This standard does not apply as no new blocks are being created.
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.040.H	<p><b>Street Improvement Requirements:</b></p> <ol style="list-style-type: none"> <li>1. The arrangement, character, extent, width, grade and location of all streets put in the proposed subdivision shall conform to the comprehensive plan and shall be considered in their relation to existing and planned streets, topography, public convenience and safety, and the proposed uses of the land;</li> <li>2. All streets shall be constructed to meet or exceed the criteria and standards set forth in chapter 12.04 of this code, and all other applicable ordinances, resolutions or regulations of the city or any other governmental entity having jurisdiction, now existing or adopted, amended or codified;</li> <li>3. Where a subdivision abuts or contains an existing or proposed arterial street, railroad or limited access highway right of way, the council may require a frontage street, planting strip, or similar design features;</li> <li>4. Streets may be required to provide access to adjoining lands and provide proper traffic circulation through existing or future neighborhoods;</li> <li>5. Street grades shall not be less than three-tenths percent (0.3%) and not more than seven percent (7%) so as to provide safe movement of traffic and emergency vehicles in all weather and to provide for adequate drainage and snow plowing;</li> <li>6. In general, partial dedications shall not be permitted, however, the council may accept a partial street dedication when such a street forms a boundary of the proposed subdivision and is deemed necessary for the orderly development of the neighborhood, and provided the council finds it practical to require the dedication of the remainder of the right of way when the adjoining property is subdivided. When a partial street exists adjoining the proposed subdivision, the remainder of the right of way shall be dedicated;</li> <li>7. Dead end streets may be permitted only when such street terminates at the boundary of a subdivision and is necessary for the development of the subdivision</li> </ol>

			<p>or the future development of the adjacent property. When such a dead end street serves more than two (2) lots, a temporary turnaround easement shall be provided, which easement shall revert to the adjacent lots when the street is extended;</p> <p>8. A cul-de-sac, court or similar type street shall be permitted only when necessary to the development of the subdivision, and provided, that no such street shall have a maximum length greater than four hundred feet (400') from entrance to center of turnaround, and all cul-de-sacs shall have a minimum turnaround radius of sixty feet (60') at the property line and not less than forty five feet (45') at the curb line;</p> <p>9. Streets shall be planned to intersect as nearly as possible at right angles, but in no event at less than seventy degrees (70°);</p> <p>10. Where any street deflects an angle of ten degrees (10°) or more, a connecting curve shall be required having a minimum centerline radius of three hundred feet (300') for arterial and collector streets, and one hundred twenty five feet (125') for minor streets;</p> <p>11. Streets with centerline offsets of less than one hundred twenty five feet (125') shall be prohibited;</p> <p>12. A tangent of at least one hundred feet (100') long shall be introduced between reverse curves on arterial and collector streets;</p> <p>13. Proposed streets which are a continuation of an existing street shall be given the same names as the existing street. All new street names shall not duplicate or be confused with the names of existing streets within Blaine County, Idaho. The subdivider shall obtain approval of all street names within the proposed subdivision from the commission before submitting same to council for preliminary plat approval;</p> <p>14. Street alignment design shall follow natural terrain contours to result in safe streets, usable lots, and minimum cuts and fills;</p> <p>15. Street patterns of residential areas shall be designed to create areas free of through traffic, but readily accessible to adjacent collector and arterial streets;</p> <p>16. Reserve planting strips controlling access to public streets shall be permitted under conditions specified and shown on the final plat, and all landscaping and irrigation systems shall be installed as required improvements by the subdivider;</p> <p>17. In general, the centerline of a street shall coincide with the centerline of the street right of way, and all crosswalk markings shall be installed by the subdivider as a required improvement;</p> <p>18. Street lighting may be required by the commission or council where appropriate and shall be installed by the subdivider as a requirement improvement;</p> <p>19. Private streets may be allowed upon recommendation by the commission and approval by the council. Private streets shall be constructed to meet the design standards specified in subsection H2 of this section;</p> <p>20. Street signs shall be installed by the subdivider as a required improvement of a type and design approved by the administrator and shall be consistent with the type and design of existing street signs elsewhere in the city;</p> <p>21. Whenever a proposed subdivision requires construction of a new bridge, or will create substantial additional traffic which will require construction of a new bridge or improvement of an existing bridge, such construction or improvement shall be a required improvement by the subdivider. Such construction or improvement shall be in accordance with adopted standard specifications;</p>
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				<p>22. Sidewalks, curbs and gutters may be a required improvement installed by the subdivider; and</p> <p>23. Gates are prohibited on private roads and parking access/entranceways, private driveways accessing more than one single-family dwelling unit and one accessory dwelling unit, and public rights of way unless approved by the city council.</p>
				This standard does not apply as no new streets are proposed.
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.040.I	<p>Alley Improvement Requirements: Alleys shall be provided in business, commercial and light industrial zoning districts. The width of an alley shall be not less than twenty feet (20'). Alley intersections and sharp changes in alignment shall be avoided, but where necessary, corners shall be provided to permit safe vehicular movement. Dead end alleys shall be prohibited. Improvement of alleys shall be done by the subdivider as required improvement and in conformance with design standards specified in subsection H2 of this section.</p>
			<i>Council Findings</i>	This standard does not apply as the alley adjacent to the subject property is closed to vehicular travel.
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.040.J	<p>Required Easements: Easements, as set forth in this subsection, shall be required for location of utilities and other public services, to provide adequate pedestrian circulation and access to public waterways and lands.</p> <p>1. A public utility easement at least ten feet (10') in width shall be required within the street right of way boundaries of all private streets. A public utility easement at least five feet (5') in width shall be required within property boundaries adjacent to Warm Springs Road and within any other property boundary as determined by the city engineer to be necessary for the provision of adequate public utilities.</p> <p>2. Where a subdivision contains or borders on a watercourse, drainageway, channel or stream, an easement shall be required of sufficient width to contain such watercourse and provide access for private maintenance and/or reconstruction of such watercourse.</p> <p>3. All subdivisions which border the Big Wood River, Trail Creek and Warm Springs Creek shall dedicate a ten foot (10') fish and nature study easement along the riverbank. Furthermore, the council shall require, in appropriate areas, an easement providing access through the subdivision to the bank as a sportsman's access. These easement requirements are minimum standards, and in appropriate cases where a subdivision abuts a portion of the river adjacent to an existing pedestrian easement, the council may require an extension of that easement along the portion of the riverbank which runs through the proposed subdivision.</p> <p>4. All subdivisions which border on the Big Wood River, Trail Creek and Warm Springs Creek shall dedicate a twenty five foot (25') scenic easement upon which no permanent structure shall be built in order to protect the natural vegetation and wildlife along the riverbank and to protect structures from damage or loss due to riverbank erosion.</p> <p>5. No ditch, pipe or structure for irrigation water or irrigation wastewater shall be constructed, rerouted or changed in the course of planning for or constructing required improvements within a proposed subdivision unless same has first been approved in writing by the ditch company or property owner holding the water rights. A written copy of such approval shall be filed as part of required improvement construction plans.</p> <p>6. Nonvehicular transportation system easements including pedestrian walkways, bike paths, equestrian paths, and similar easements shall be dedicated by the</p>



				subdivider to provide an adequate nonvehicular transportation system throughout the city.
			<i>Council Findings</i>	No new easements are required. However private landscaping & view easements are shown on the subject preliminary plat.
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.040.K	Sanitary Sewage Disposal Improvements: Central sanitary sewer systems shall be installed in all subdivisions and connected to the Ketchum sewage treatment system as a required improvement by the subdivider. Construction plans and specifications for central sanitary sewer extension shall be prepared by the subdivider and approved by the city engineer, council and Idaho health department prior to final plat approval. In the event that the sanitary sewage system of a subdivision cannot connect to the existing public sewage system, alternative provisions for sewage disposal in accordance with the requirements of the Idaho department of health and the council may be constructed on a temporary basis until such time as connection to the public sewage system is possible. In considering such alternative provisions, the council may require an increase in the minimum lot size and may impose any other reasonable requirements which it deems necessary to protect public health, safety and welfare.
			<i>Council Findings</i>	This standard does not apply as this application does not create a new subdivision. The lot will directly connect to the City of Ketchum sewer system main found in Walnut Ave.
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.040.L	Water System Improvements: A central domestic water distribution system shall be installed in all subdivisions by the subdivider as a required improvement. The subdivider shall also be required to locate and install an adequate number of fire hydrants within the proposed subdivision according to specifications and requirements of the city under the supervision of the Ketchum fire department and other regulatory agencies having jurisdiction. Furthermore, the central water system shall have sufficient flow for domestic use and adequate fire flow. All such water systems installed shall be looped extensions, and no dead end systems shall be permitted. All water systems shall be connected to the municipal water system and shall meet the standards of the following agencies: Idaho department of public health, Idaho survey and rating bureau, district sanitarian, Idaho state public utilities commission, Idaho department of reclamation, and all requirements of the city.
			<i>Council Findings</i>	This standard does not apply as this application does not create a new subdivision. The lot will directly connect to the City of Ketchum water main found in Walnut Ave.
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.040.M	Planting Strip Improvements: Planting strips shall be required improvements. When a predominantly residential subdivision is proposed for land adjoining incompatible uses or features such as highways, railroads, commercial or light industrial districts or off street parking areas, the subdivider shall provide planting strips to screen the view of such incompatible features. The subdivider shall submit a landscaping plan for such planting strip with the preliminary plat application, and the landscaping shall be a required improvement.
			<i>Council Findings</i>	This standard does not apply as this application does not create a new subdivision. There are no incompatible uses adjacent to the proposed townhouse sublots.
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.040.N	Cuts, Fills, And Grading Improvements: Proposed subdivisions shall be carefully planned to be compatible with natural topography, soil conditions, geology and hydrology of the site, as well as to minimize cuts, fills, alterations of topography,

			<p>streams, drainage channels, and disruption of soils and vegetation. The design criteria shall include the following:</p> <ol style="list-style-type: none"> <li>1. A preliminary soil report prepared by a qualified engineer may be required by the commission and/or council as part of the preliminary plat application.</li> <li>2. Preliminary grading plan prepared by a civil engineer shall be submitted as part of all preliminary plat applications. Such plan shall contain the following information: <ol style="list-style-type: none"> <li>a. Proposed contours at a maximum of five foot (5') contour intervals.</li> <li>b. Cut and fill banks in pad elevations.</li> <li>c. Drainage patterns.</li> <li>d. Areas where trees and/or natural vegetation will be preserved.</li> <li>e. Location of all street and utility improvements including driveways to building envelopes.</li> <li>f. Any other information which may reasonably be required by the administrator, commission or council to adequately review the affect of the proposed improvements.</li> </ol> </li> <li>3. Grading shall be designed to blend with natural landforms and to minimize the necessity of padding or terracing of building sites, excavation for foundations, and minimize the necessity of cuts and fills for streets and driveways.</li> <li>4. Areas within a subdivision which are not well suited for development because of existing soil conditions, steepness of slope, geology or hydrology shall be allocated for open space for the benefit of future property owners within the subdivision.</li> <li>5. Where existing soils and vegetation are disrupted by subdivision development, provision shall be made by the subdivider for revegetation of disturbed areas with perennial vegetation sufficient to stabilize the soil upon completion of the construction. Until such times as such revegetation has been installed and established, the subdivider shall maintain and protect all disturbed surfaces from erosion.</li> <li>6. Where cuts, fills, or other excavations are necessary, the following development standards shall apply: <ol style="list-style-type: none"> <li>a. Fill areas shall be prepared by removing all organic material detrimental to proper compaction for soil stability.</li> <li>b. Fills shall be compacted to at least ninety five percent (95%) of maximum density as determined by AASHO T99 (American Association of State Highway Officials) and ASTM D698 (American standard testing methods).</li> <li>c. Cut slopes shall be no steeper than two horizontal to one vertical (2:1). Subsurface drainage shall be provided as necessary for stability.</li> <li>d. Fill slopes shall be no steeper than three horizontal to one vertical (3:1). Neither cut nor fill slopes shall be located on natural slopes of three to one (3:1) or steeper, or where fill slope toes out within twelve feet (12') horizontally of the top and existing or planned cut slope.</li> <li>e. Toes of cut and fill slopes shall be set back from property boundaries a distance of three feet (3'), plus one-fifth (1/5) of the height of the cut or the fill, but may not exceed a horizontal distance of ten feet (10'); tops and toes of cut and fill slopes shall be set back from structures at a distance of at least six feet (6'), plus one-fifth (1/5) of the height of the cut or the fill. Additional setback distances shall be provided as necessary to accommodate drainage features and drainage structures.</li> </ol> </li> </ol>
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			<i>Council Findings</i>	This standard does not apply as this application is the subdivision of an existing lot. On-site grading for the new single family residence meets all grading requirements and all disturbance will be revegetated per the landscape plan included in the project plans.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.040.O	<b>Drainage Improvements:</b> The subdivider shall submit with the preliminary plat application such maps, profiles, and other data prepared by an engineer to indicate the proper drainage of the surface water to natural drainage courses or storm drains, existing or proposed. The location and width of the natural drainage courses shall be shown as an easement common to all owners within the subdivision and the city on the preliminary and final plat. All natural drainage courses shall be left undisturbed or be improved in a manner that will increase the operating efficiency of the channel without overloading its capacity. An adequate storm and surface drainage system shall be a required improvement in all subdivisions and shall be installed by the subdivider. Culverts shall be required where all water or drainage courses intersect with streets, driveways or improved public easements and shall extend across and under the entire improved width including shoulders.
			<i>Council Findings</i>	The applicant submitted a site grading and drainage plan with the project plans for the proposed lot. No common drainage courses are utilized or disturbed. The grading and drainage plan meets all requirements and each subplot is managing stormwater runoff independently, not impacting adjacent properties.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.040.P	<b>Utilities:</b> In addition to the terms mentioned in this section, all utilities including, but not limited to, electricity, natural gas, telephone and cable services shall be installed underground as a required improvement by the subdivider. Adequate provision for expansion of such services within the subdivision or to adjacent lands including installation of conduit pipe across and underneath streets shall be installed by the subdivider prior to construction of street improvements.
			<i>Council Findings</i>	All utilities are proposed underground per the KMC requirements.
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.040.Q	<b>Off Site Improvements:</b> Where the offsite impact of a proposed subdivision is found by the commission or council to create substantial additional traffic, improvements to alleviate that impact may be required of the subdivider prior to final plat approval, including, but not limited to, bridges, intersections, roads, traffic control devices, water mains and facilities, and sewer mains and facilities.
			<i>Council Findings</i>	The proposed lot consolidation does not create substantial additional traffic, therefore, no improvements are required.

### CONCLUSIONS OF LAW

1. The City of Ketchum is a municipal corporation established in accordance with Article XII of the Constitution of the State of Idaho and Title 50 Idaho Code and is required and has exercised its authority pursuant to the Local Land Use Planning Act codified at Chapter 65 of Title 67 Idaho Code and pursuant to Chapters 3, 9 and 13 of Title 50 Idaho Code to enact the ordinances and regulations, which ordinances are codified in the Ketchum Municipal Code ("KMC") and are identified in the Findings of Fact and which are herein restated as Conclusions of Law by this reference and which City Ordinances govern the applicant's Townhouse Preliminary Plat application for the development and use of the project site.

2. The Council has authority to review and recommend approval of the applicant's Lot Consolidation Preliminary Plat Application pursuant to Chapter 16.04 of Ketchum Code Title 16.
3. The City of Ketchum Planning Department provided notice for the review of this application in accordance with Ketchum Municipal Code §16.04.030.
4. The Lot Consolidation Subdivision Preliminary Plat application is governed under Chapter 16.04 of Ketchum Municipal Code.
5. The Ketchum Townsite: Block 91: Lot 3A Preliminary Plat application meets all applicable standards specified in Title 16 of Ketchum Municipal Code.

#### **DECISION**

**THEREFORE**, the Council **approves** this Lot Consolidation Preliminary Plat Application File No. P22-052A to City Council this Tuesday, January 2, 2024 subject to the following conditions of approval.

#### **CONDITIONS OF APPROVAL**

1. The preliminary plat is subject to all conditions of approval associated with Mountain Overlay Design Review Approval P23-052.
2. Failure to record a Final Plat within two (2) years of Council's approval of a Preliminary Plat shall cause the Preliminary Plat to be null and void.

Findings of Fact **adopted** this 2<sup>nd</sup> day of January 2024.

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Neil Bradshaw, Mayor



## City of Ketchum

### CITY COUNCIL MEETING AGENDA MEMO

Meeting Date:	January 2, 2024	Staff Member/Dept:	Morgan Landers, AICP – Director of Planning and Building
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Agenda Item:	Recommendation to approved ROW Encroachment Agreement #24899, Alley Maintenance Agreement #24900, and Final Plat for the mixed-use development at 760 N Washington.
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#### Recommended Motion:

I move to approve approved ROW Encroachment Agreement #24899, Alley Maintenance Agreement #24900, and Final Plat, as conditioned, for the mixed-use development at 760 N Washington and adopt the findings of fact, conclusions of law, and decision.
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#### Reasons for Recommendation:

- |  |
|--|
| <ul style="list-style-type: none"><li>• The mixed-use development received design review approval (P21-077) on October 26, 2021 and preliminary plat approval (P21-044) on November 1, 2021</li></ul>  |
| <ul style="list-style-type: none"><li>• A building permit was issued for the development on December 17, 2021 (B21-124)</li></ul>  |
| <ul style="list-style-type: none"><li>• The project is nearing completion and has filed the final plat and corresponding agreements per the conditions of approval. The ROW Encroachment Agreement is for snowmelt in the sidewalks on Washington Ave. The Alley Maintenance Agreement is for maintenance of the alley between Washington Ave and Warm Springs Rd.</li></ul> |

#### Policy Analysis and Background (non-consent items only):

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#### Sustainability Impact:

None OR state impact here: The development was built to meet the green building code requirements previously in effect in Ketchum.
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#### Financial Impact:

None OR Adequate funds exist in account:	None
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Attachments:

A. Application and Supporting Documents
B. Final Plat
C. ROW Encroachment Agreement #24899 with exhibits
D. Alley Maintenance Agreement #24900 with exhibits
E. Draft Findings of Fact, Conclusions of Law, and Decision



City of Ketchum

# **ATTACHMENT A:**

## **Application and Supporting Documents**



**City of Ketchum  
Planning & Building**

**OFFICIAL USE ONLY**

Application Number:	P23-105
Date Received:	11/29/23
By:	HLN
Fee Paid:	\$2000
Approved Date:	
By:	

**Subdivision Application-Final Plat**

Submit completed application and documentation to [planningandzoning@ketchumidaho.org](mailto:planningandzoning@ketchumidaho.org) Or hand deliver to Ketchum City Hall, 191 5<sup>th</sup> St. W. Ketchum, ID If you have questions, please contact the Planning and Building Department at (208) 726-7801. To view the Development Standards, visit the City website at: [www.ketchumidaho.org](http://www.ketchumidaho.org) and click on Municipal Code. You will be contacted and invoiced once your application package is complete.

APPLICANT INFORMATION			
Name of Proposed Subdivision: The IDA Building			
Owner of Record: SV Ventures, LLC			
Address of Owner: PO Box 5023, Ketchum, ID 83340			
Representative of Owner: Dave Patrie, Galena - Benchmark Engineering			
Legal Description: Lot 6, Block 13, Ketchum Townsite RPK 00000130060			
Street Address: 760 Washington Avenue N			
SUBDIVISION INFORMATION			
Number of Lots/Parcels: 4 units			
Total Land Area: 5502 SF			
Current Zoning District: CC			
Proposed Zoning District: CC			
Overlay District: N/A			
TYPE OF SUBDIVISION			
Condominium <input checked="" type="checkbox"/>	Land <input type="checkbox"/>	PUD <input type="checkbox"/>	Townhouse <input type="checkbox"/>
Adjacent land in same ownership in acres or square feet: NA			
Easements to be dedicated on the final plat: Utility easements necessary to allow for access & maintenance of utilities serving units other than the unit they are located in are granted.			
Briefly describe the improvements to be installed prior to final plat approval: Refer to Development Agreement			
ADDITIONAL INFORMATION			
All lighting must be in compliance with the City of Ketchum's Dark Sky Ordinance One (1) copy of Articles of Incorporation and By-Laws of Homeowners Associations and/or Condominium Declarations One (1) copy of current title report and owner's recorded deed to the subject property One (1) copy of the preliminary plat All files should be submitted in an electronic format to <a href="mailto:planningandzoning@ketchumidaho.org">planningandzoning@ketchumidaho.org</a>			

Applicant agrees in the event of a dispute concerning the interpretation or enforcement of the Subdivision Application in which the City of Ketchum is the prevailing party to pay reasonable attorney's fees and costs, including fees and costs of appeal for the City of Ketchum. Applicant agrees to observe all City ordinances, laws and conditions imposed. Applicant agrees to defend, hold harmless and indemnify the City of Ketchum, city officials, agents and employees from and for any and all losses, claims, actions, judgments for damages, or injury to persons or property, and losses and expenses caused or incurred by Applicant, its servants, agents, employees, guests and business invitees and not caused by or arising out of the tortuous conduct of city or its officials, agents or employees. Applicant certifies that s/he has read and examined this application and that all information contained herein is true and correct.

*Condie Lewis, REP.*  
Applicant Signature

11-27-2023  
Date



**Instrument # 680742**

HAILEY, BLAINE, IDAHO  
03-25-2021 9:41:46 AM No. of Pages: 2  
Recorded for: TITLEONE - TWIN FALLS  
JOLYNN DRAGE Fee: \$15.00  
Ex-Officio Recorder Deputy: GWB  
Electronically Recorded by Simplifile



Order Number: 20393295

**Warranty Deed**

For value received,

**Andrew Joseph Castellano, Trustee of The Andrew Joseph Castellano Trust dated September 28, 1999**

the grantor, does hereby grant, bargain, sell, and convey unto

**SV Ventures, LLC, an Idaho limited liability company**

whose current address is 100 Sun Valley Rd Suite 1497 Sun Valley, ID 83353

the grantee, the following described premises, in Blaine County, Idaho, to wit:

Lot 6, Block 13 of the VILLAGE OF KETCHUM, BLAINE COUNTY, IDAHO, according to the official plat thereof, recorded as Instrument No. 302967, records of Blaine County, Idaho.

To have and to hold the said premises, with their appurtenances unto the said Grantee, its heirs and assigns forever. And the said Grantor does hereby covenant to and with the said Grantee, that Grantor is the owner in fee simple of said premises; that they are free from all encumbrances except those to which this conveyance is expressly made subject and those made, suffered or done by the Grantee; and subject to all existing patent reservations, easements, right(s) of way, protective covenants, zoning ordinances, and applicable building codes, laws and regulations, general taxes and assessments, including irrigation and utility assessments (if any) for the current year, which are not due and payable, and that Grantor will warrant and defend the same from all lawful claims whatsoever. Whenever the context so requires, the singular number includes the plural.

Order Number: 20393295

Warranty Deed - Page 1 of 2

Dated: March 21, 2021

The Andrew Joseph Castellano Trust dated September 28, 1999

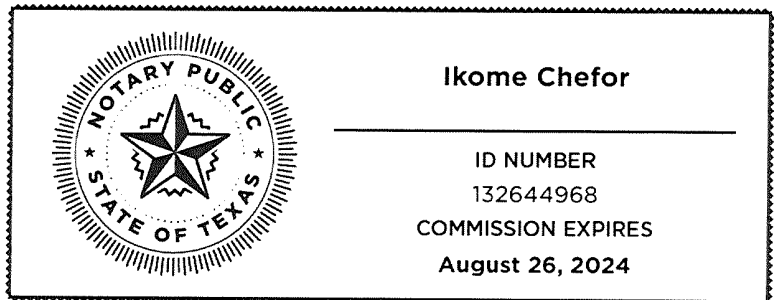
Andrew Joseph Castellano  
By: Andrew Joseph Castellano, Trustee

State of Texas, County of Harris, ss.

On this 24th day of March in the year of 2021, before me, the undersigned, a notary public in and for said state personally appeared Andrew Joseph Castellano, known or identified to me to be the person whose name is subscribed to the within instrument, as trustee of The Andrew Joseph Castellano Trust and acknowledged to me that he/she executed the same as trustee.



Notary Public  
Residing In: Houston, TX  
My Commission Expires: 08/26/2024  
(seal)



Notarized online using audio-video communication



TitleOne Corporation dba Sun Valley Title  
271 1st Ave. N., PO Box 2365  
Ketchum, ID 83340  
(208)726-9341

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**REVISED SCHEDULE A**

1. **Effective Date:** December 7, 2023 at 07:30 AM
2. **Policy or Policies to be issued:**  
  
Preliminary Research Report                      Report Amount: \$500.00  
  
For the Benefit of:  
Reid Sanborn
3. **The estate or interest in the land described or referred to in this Report and covered herein is:**  
Fee Simple
4. **Title to the estate or interest in said land is at the effective date hereof vested in:**  
SV Ventures, LLC, an Idaho limited liability company
5. **The land referred to in this Report is described as follows:**  
See Attached Schedule C

**DISCLAIMER**

The information provided in this report is for informational purposes only. This report contains information about real property and interests in real property. This report is based on a search of our tract indexes of the county records. This is not a title or ownership report and no examination of the title to the property described has been made. For this reason, no liability beyond the amount paid for this report is assumed hereunder and the company is not responsible beyond the amount paid for any errors and omissions contained herein. This report in no way creates any obligation by Sun Valley Title or its underwriters to insure any party now or in the future. Any insurance will be separate from this report and subject to usual and customary underwriting standards.

**SCHEDULE B-I**  
**Requirements**

The following are to be complied with:

1. NOTE: According to the available records, the purported address of the land referenced herein is:

760 N Washington Ave, Ketchum, ID 83340

2. The Company will require delivery and approval of an Indemnity and Affidavit as to Debts, Liens, and Possession prior to the issuance of any Extended Coverage policy. The Company may make additional requirements and exceptions upon disclosure of the same.

3. NOTE: The only deed(s) affecting said land, which recorded within 24 months of the date of this report, or the last recorded vesting deed, is (are) as follows:

Document: Warranty Deed

Grantor: Andrew Joseph Castellano, Trustee of The Andrew Joseph Castellano Trust dated September 28, 1999

Grantee: SV Ventures, LLC, an Idaho limited liability company

Recorded: March 25, 2021

Instrument No.: [680742](#), records of Blaine County, Idaho.

**SCHEDULE B-II**  
**Exceptions From Coverage**

Note: This is a Preliminary Research Report and not a title insurance policy. If it were a policy, it would have the following Exceptions unless they are taken care of to our satisfaction. If the Company's requirements are satisfied, Exceptions 1 through 7 would be removed on Enhanced/Extended coverage policies.

**Exceptions:**

1. Any defect, lien, encumbrance, adverse claim, or other matter that appears for the first time in the Public Records or is created, attaches, or is disclosed between the Commitment Date and the date on which all of the Schedule B, Part I—Requirements are met.
2. Rights or claims of parties in possession not shown by the Public Records.
3. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land, and that is not shown by the Public Records.
4. Easements, or claims of easements, not shown by the Public Records.
5. Any lien, or right to a lien, for services, labor, equipment, or materials heretofore or hereafter furnished, imposed by law and not shown by the Public Records.
6. Taxes or special assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the Public Records. Proceedings by a public agency which may result in taxes or assessments, or notices to such proceedings whether or not shown by the records of such agency, or by the Public Records.
7. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims to title to water, whether or not the matters excepted under (a), (b), or (c) are shown by the Public Records.
8. Taxes, including any assessments collected therewith, for the year 2023 which are due and payable, but not delinquent.  
Parcel Number: [RPK00000130060](#)  
Original Amount: \$2,174.68  
Tax Relief Credit: \$23.86
9. The land described herein is located within the boundaries of the City of Ketchum and is subject to any assessments levied thereby.
10. Easements, reservations, restrictions, and dedications as shown on the official plat of [Ketchum Townsite](#).
11. Reservations and exceptions in a United States Patent, and in the act authorizing the issuance thereof, recorded May 2, 1889 in Book 1 of Patents, at Page [389](#), records of Blaine County, Idaho.
12. Right of way for ditches, tunnels, telephone, and distribution lines constructed by authority of the United States, as granted to the United States under the provisions of Section 58-604 Idaho Code.
13. An easement for the purpose shown below and rights incidental thereto as set forth in a document.  
Granted to: Qwest Corporation, d/b/a CenturyLink QC  
Purpose: Public Utilities  
Recorded: December 28, 2020  
Instrument No.: [677549](#), records of Blaine County, Idaho.
14. An easement for the purpose shown below and rights incidental thereto as set forth in a document.  
Granted to: Idaho Power Company  
Purpose: Public Utilities  
Recorded: January 6, 2021  
Instrument No.: [677860](#), records of Blaine County, Idaho.
15. Terms and conditions contained in a/an FAR Exceedance Agreement by and between the City of Ketchum and SV Ventures, LLC.  
Recorded: December 1, 2021  
Instrument No.: [689139](#), records of Blaine County, Idaho.

File Number: 23489584

16. A Construction Deed of Trust to secure an indebtedness in the amount shown below and any other obligations secured thereby:

Amount: \$4,900,000.00

Trustor/Grantor: SV Ventures, LLC, an Idaho limited liability company

Trustee: Sun Valley Title

Beneficiary: Idaho First Bank

Dated: March 31, 2022

Recorded: March 31, 2022

Instrument No.: [692689](#), records of Blaine County, Idaho.

(End of Exceptions)

**SCHEDULE C**

**Legal Description:**

Lot 6, Block 13 of the VILLAGE OF KETCHUM, BLAINE COUNTY, IDAHO, according to the official plat thereof, recorded as Instrument No. 302967, records of Blaine County, Idaho.

**ARTICLES OF INCORPORATION  
OF  
THE IDA BUILDING OWNERS ASSOCIATION, INC.**

The undersigned, for the purpose of forming a nonprofit corporation under the laws of the State of Idaho in compliance with the Idaho Nonprofit Corporation Act (Title 30, Chapter 30, Idaho Code), do hereby certify, declare, and adopt these Articles of Incorporation of The IDA Building Owners Association, Inc. ("**Articles**"):

**ARTICLE I  
NAME**

The name of the corporation is The IDA Building Owners Association, Inc. (the "**Association**").

**ARTICLE II  
TERM**

The period of existence and duration of the life of the Association is perpetual.

**ARTICLE III  
NONPROFIT**

The Association is a nonprofit, membership corporation.

**ARTICLE IV  
REGISTERED AGENT**

Reid Sanborn, whose street address is 291 N. First Ave., Ketchum, Idaho 83340, is hereby appointed as the initial registered agent of the Association.

**ARTICLE V  
PURPOSE AND POWERS OF THE ASSOCIATION**

The Association is formed to exercise all powers and privileges, and to perform all of the duties and obligations, of the Association as set forth in the Condominium Declaration for The IDA Building, as the same shall hereinafter be recorded in the real property records of Blaine County, Idaho, as may be amended from time to time according to its terms (the "**Declaration**"). The Declaration is incorporated by this reference as if fully set forth herein. Capitalized terms used and not defined in these Articles have the meanings set forth in the Declaration. The Association does not contemplate pecuniary gain or profit to the Members. The Association is formed for the purpose of acting as the "management body" of the Project in accordance with the Condominium Act.

**ARTICLE VI  
MEMBERSHIP & VOTING RIGHTS**

**Member**" means each Person holding a membership in the Association, including Grantor. Every Owner of a Unit is a Member of the Association and has one (1) membership for each Unit in the Project owned by such Owner. If the Owner of a Unit shall be more than one (1) Person, all such Persons shall have a membership in the Association and be deemed Members, but the voting rights in the Association attributable to that Unit may not be split and shall be exercised by one (1) representative selected by such Persons as they, among themselves, may determine. In the event such Persons are unable to agree among



themselves on any matter put to a vote as to how the vote shall be cast, such Persons shall not be entitled to vote on the matter in question. If only one such Person casts a vote, it will thereafter be conclusively presumed for all purposes that such Person was acting with the authority and consent of all other co-Owners of such Unit. To this end, only one (1) vote is allocated to each Unit, regardless of the number of Persons that hold an ownership interest in such Unit. Memberships in the Association shall be appurtenant to the Unit owned by such Owner. The memberships in the Association shall not be transferred, pledged, assigned or alienated in any way except upon the transfer of Owner's title to a Unit and then only to the transferee of such title. Any attempt to make a prohibited membership transfer shall be void and will not be reflected on the books of the Association. The Association shall have two (2) classes of membership as follows:

(a) Class A Members. "**Class A Members**" shall be the Owners of the Units, with the exception of the Grantor for so long as the Class B Member exists. Upon the Class B Member Termination Date (defined below), at all meetings of the Association each Member will be entitled to one (1) vote for each Unit owned by such Member. Prior to the Class B Termination Date, Class A Members are not entitled to vote.

(b) Class B Member. The "**Class B Member**" is Grantor, who shall be the sole voting Member of the Association entitled to vote the collective voting power of the Association from the period commencing on the Effective Date and expiring on the Class B Member Termination Date (the "**Initial Development Period**"). The Class B Member shall cease to exist upon the earlier to occur of the following: (a) Grantor no longer owns any Units within the Project; or (b) Grantor informs the Board, in a writing recorded in the real property records of Blaine County, Idaho, that Grantor no longer wishes to exercise its rights as the Class B Member (as applicable, the "**Class B Member Termination Date**").

## ARTICLE VII BOARD OF DIRECTORS

The business and affairs of the Association is managed and controlled by the Board of Directors (the "**Board**"). The Board will consist of not less than three (3) directors and no more than five (5) directors. Directors need not be Owners. The names and addresses of the persons who are to act in the capacity of initial directors until the selection of their respective successors are as follows:

Will Fleming	120 8 <sup>th</sup> St Unit 204. Ketchum, Idaho 83340
Garrison Belles	100 Sun Valley Rd. #1497 Ketchum, ID 83340
Jon Gilmour	PO Box 5973 Ketchum, Idaho 83340

## ARTICLE VIII DISSOLUTION

The Association will only be dissolved at an annual meeting, or a special meeting of the Association called for that purpose, by the affirmative votes of eighty-five percent (85%) or more of the total voting power of the Association. Upon dissolution of the Association, other than incident to a merger or consolidation, the real and personal property of the Association will be distributed as follows: (i) dedicated to an appropriate public agency to be used for purposes similar to those for which the Association was

created; or (ii) granted, conveyed, and assigned to a nonprofit corporation, association, trust, or other organization to be devoted to such similar purposes.

ARTICLE IX  
AMENDMENTS

These Articles may be amended at any annual meeting, or any special meeting of the Association called for that purpose, by the affirmative vote of sixty-five percent (65%) or more of the total voting power of the Association. No amendment that is inconsistent with the provisions of the Declaration will be valid.

ARTICLE X  
INCORPORATOR

The name and address of the incorporator of the Association is:

Reid Sanborn  
291 N. First Ave.  
Ketchum, Idaho 83340

IN WITNESS WHEREOF, these Articles are executed effective this 27 day of November, 2023.

  
\_\_\_\_\_  
Reid Sanborn, Incorporator

**CONDOMINIUM DECLARATION  
FOR  
THE IDA BULIDING**

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## **EXHIBITS**

- EXHIBIT A — Legal Description of the Property
- EXHIBIT B — Plat of The IDA Building
- EXHIBIT C — Articles of Incorporation
- EXHIBIT D — Proportionate Interest in Common Area

# CONDOMINIUM DECLARATION

## FOR

## THE IDA BUILDING

THIS CONDOMINIUM DECLARATION FOR THE IDA BUILDING (this “**Declaration**”) is made effective as of \_\_\_\_\_, 2023 (the “**Effective Date**”), by SV Ventures LLC, an Idaho limited liability company (“**Grantor**”). Capitalized terms not otherwise defined in the text of this Declaration are defined in Article 3.

### ARTICLE 1 RECITALS

**1.1 Property Covered.** Grantor is the owner of that certain real property located in Ketchum, Blaine County, Idaho, legally described on Exhibit A attached hereto and incorporated herein by this reference (the “**Property**”), as shown on the final plat for The IDA Building, recorded in the real property records of Blaine County, Idaho, on \_\_\_\_\_, 2023, as Instrument No. \_\_\_\_\_, Book \_\_\_\_\_ of Plats at Pages \_\_\_\_\_ through \_\_\_\_\_, a copy of which is attached hereto as Exhibit B and incorporated herein by this reference (the “**Plat**”).

**1.2 Residential & Commercial Use.** Grantor intends to develop the Property with a mixed use condominium building (the “**Building**”) in accordance with the Plat, this Declaration, and the development approvals now or hereinafter obtained from the City of Ketchum and other governing authorities. The Property, together with the Building and every other building, improvement, or structure thereon, and every easement or right appurtenant thereto, is referred to in this Declaration as the “**Project**.”

**1.3 Purpose.** The purpose of this Declaration is to provide for condominium ownership of the Project pursuant to Act, designate Common Area and Limited Common Area, create the Association as the management body to administer the Project pursuant to the Act, and to set forth the restrictions, covenants, limitations, easements, conditions, and equitable servitudes that apply to and are unique to the Project and this condominium ownership regime (collectively “**Restrictions**”).

### ARTICLE 2 DECLARATION

Grantor hereby declares that the Project and every Condominium and portion thereof is and shall be held, sold, conveyed, encumbered, hypothecated, leased, used, occupied, and improved in accordance with and subject to the provisions of this Declaration, each and all of which are hereby declared to be in furtherance of a general plan: (a) for the creation, maintenance, and sale of an ownership in fee simple of separate interests in Units and for co-ownership with others, as tenants-in-common, of Common Area and Limited Common Area, all pursuant to the Act; and (b) to protect, enhance, and preserve the value, amenities, desirability, and attractiveness of the Project and to ensure a well-integrated, high quality residential condominium development. This Declaration shall: (i) run with the land and shall be binding upon any Person having or acquiring any right, title, or interest in the Project and every Condominium and portion thereof; (ii) inure to the benefit of the Project and every portion thereof; and (iii) inure to the benefit of and



be binding upon Grantor and each Owner having or holding any right, title, or interest in any Unit or portion of the Project, and their successors, heirs, and assigns.

### **ARTICLE 3     ADDITIONAL DEFINITIONS**

In addition to other defined terms in this Declaration and the exhibits attached hereto, the following terms will have the indicated meanings.

**“Act”** means the Condominium Property Act of the State of Idaho, Idaho Code Section 55-1501 *et seq.*, as may be amended from time to time.

**“Applicable Laws”** means all applicable federal, state, and local laws, rules, regulations, ordinances, and orders relating to the use, occupancy, and/or ownership of the Project or any portion thereof.

**“Articles”** mean the Articles of Incorporation of the Association, a true, correct, and certified copy of which is attached hereto as Exhibit C and incorporated herein by this reference, as the same may be amended from time to time in accordance with the provisions thereof; provided, however, in order to be effective such amendment must reference this Declaration, as amended, and be recorded in the real property records of Blaine County, Idaho.

**“Assessments”** mean the Regular Assessments, Special Assessments, and Limited Assessments, together with any late payment charges, interest, administrative fees, and costs (including without limitation attorneys’ fees) incurred in collecting the same.

**“Association”** means The IDA Building Owners Association, Inc., an Idaho nonprofit corporation, its successors and assigns. The Association shall constitute the management body under the Act.

**“Association Rules”** means the rules and regulations relating to the Project that the Board may adopt, amend or repeal from time to time, as more particularly described in Section 8.7.3 hereof.

**“Board”** means the board of directors of the Association.

**“Bylaws”** mean the bylaws of the Association, as the same maybe amended from time to time in accordance with the provisions thereof.

**“Commercial Unit”** refers to Unit 101 on the ground floor of the Building.

**“Common Area”** means: (a) all portions of the Project other than the Units, including all Limited Common Area; (b) all leases, licenses, use rights, or agreement rights for amenities or facilities owned or held by or for the benefit of the Association from time-to-time; and (c) any personal property owned or held by or for the benefit of the Association from time to time. Common Area may be established from time to time by Grantor or the Association on any portion of the Project by describing such area on the Plat, by granting or reserving it in a deed or other instrument, or by designating it as such in this Declaration. In addition, the Association may acquire any Common Area it deems necessary or beneficial to the Project.

**“Condominium”** means a separate ownership interest in a Unit together with an undivided tenant-in-common interest in the Common Area (expressed as the Percentage Ownership), as set forth on Exhibit D attached hereto and incorporated herein by this reference.

**“Condominium Documents”** means this Declaration, any Supplemental Declaration, the Plat, the Articles, the Bylaws, the Association Rules, the Management Agreement, the Owner Maintenance Manual, and any other procedures, rules, regulations, or policies adopted under such documents by the Board, as the same may be amended from time to time according to their terms.

**“Financing Programs”** means any financing programs offered or supported by the Federal Housing Finance Agency (“**FHFA**”), Federal National Mortgage Association (“**FNMA**” or “**Fannie Mae**”), the Federal Home Loan Mortgage Corp (“**FMCC**” or “**Freddie Mac**”), the Government National Mortgage Association (“**GNMA**” or “**Ginnie Mae**”), the Federal Housing Administration (“**FHA**”), the Veterans Administration (“**VA**”), Idaho Housing and Finance Association (“**IHFA**”) or any similar federal, state or local governmental or quasi-governmental program.

**“Limited Assessment”** means a charge against a particular Owner for an expense directly attributable to such Owner, equal to the cost incurred or estimated to be incurred by the Association in connection with corrective action or maintenance, repair, replacement and operation activities performed pursuant to the provisions of this Declaration, including damage to or maintenance, repair, replacement and operation activities performed for any Common Area or the failure of an Owner to keep the Owner’s Condominium in proper repair, and including interest thereon as provided in this Declaration or for any goods or services provided by the Association benefiting less than all Owners, as more particularly described in Section 9.5 herein.

**“Limited Common Area”** means those portions of the Common Area designated for the exclusive use of an Owner or Owners to the exclusion, limitation, or restriction of other Owners. At the time of the recording of this Declaration, Limited Common Area is designated as such on the Plat, or as abbreviated to “L.C. XXX.” L.C. 201 is Limited Common Area assigned to Unit 201, L.C. 202 is assigned to Unit 202, and so on. Limited Common Area may be established from time to time by Grantor or the Association on any portion of the Project by describing it as Limited Common Area on the Plat, by granting or reserving it in a deed or other document or instrument, or by designating it as Limited Common Area in this Declaration. The term Common Area as used in this Declaration shall include Limited Common Area.

**“Management Agreement”** means any agreement and all amendments thereto entered into by the Association and the Management Company, providing for the management, maintenance, and operation of the Project, including, without limitation the Common Area, by the Management Company.

**“Management Company”** means the Person hired by the Association to manage the Project on the terms and conditions set forth in a Management Agreement.

**“Mortgage”** means any mortgage, deed of trust, or other security instrument by which a Condominium or any part thereof is encumbered.

**“Mortgagee”** means any Person or any successor to the interest of such Person named as the mortgagee, trust beneficiary, or creditor pursuant to any Mortgage under which the interest of an Owner’s interest in its Condominium, or successor to the interest of such Owner, is encumbered.

**“Occupant”** means any Person, other than an Owner, that resides in a Unit, including, without limitation, family members, guests, and Tenants.

**“Owner”** means the record owner, whether one or more Persons, holding fee simple title to a Unit, excluding Mortgagees, unless and until such Mortgagee has acquired fee simple title pursuant to foreclosure or other proceedings or obtains a deed to such Unit in lieu of such foreclosure or other proceedings.

**“Parking Area”** means the parking assigned to Units 201, 202, and 301 identified on the Plat. Grantor hereby designates each Parking Area as Limited Common Area appurtenant to, and for the exclusive use of, the Unit with the corresponding Unit number (e.g. L.C. 201 Parking is Limited Common Area for the exclusive use of Unit 201, L.C. 202 Parking is Limited Common Area for the exclusive use of Unit 202, and so forth), to the exclusion of all others.

**“Percentage Ownership”** means, for each Unit, the Unit’s respective Percentage Ownership in the Common Area for the Project, as set forth in Exhibit D as the same is amended from time to time. The Percentage Ownership is the percentage of ownership interest in the Common Area which is allocated to each Condominium as a whole for purposes of Assessments, tax assessment under Section 55-1514 of the Condominium Act, and liability as provided by Section 55-1515 of the Condominium Act.

**“Person”** means any individual, corporation, trust, estate, partnership, limited liability company, association, joint venture, government, government subdivision or agency, and any other legal entity.

**“Regular Assessment”** means an assessment by the Association to provide for the payment of all estimated expenses growing out of or connected with the Project as a whole, as more particularly described in Section 9.3 herein.

**“Residential Units”** refer to Units 201, 202, and 301, which shall be used as single family dwellings only, subject to this Declaration.

**“Special Assessment”** means that portion of the costs of the capital improvements, replacements, equipment purchases and replacements, or shortages in Regular Assessments which are authorized to be paid to the Association pursuant to the provisions of this Declaration as more particularly described in Section 9.4 herein.

**“Tenant”** shall mean any Person leasing all or any part of a Condominium from any Owner.

**“Unit”** means the separate ownership interest component of a Condominium, as bounded by the unfinished interior surfaces of the perimeter: (a) walls; (b) floors; (c) ceilings; (d) windows (including window frames and window trim); and (e) doors (including door frames and door trim) of each Unit as shown the Plat, together with the airspace so encompassed. The Unit includes all

of the following within the said boundaries of each Unit shown on the Plat: (i) all finishes and coverings on the interior surfaces of said perimeter walls, floors, ceilings, windows, and doors, including without limitation paneling, wood, tile, paint, paper, carpeting, and texturing; (ii) all fixtures, improvements, hardware, and appliances; and (iii) all heating and refrigerating elements or related equipment, utility lines and outlets, electrical and plumbing fixtures, pipes, and all other related equipment required to provide heating, air-conditioning, hot and cold water, electrical, and utility services located within and serving only the Unit. The following are not part of a Unit: (A) bearing walls; (B) structural columns; (C) floors; (D) roofs; (E) foundations; (F) elevator equipment and shafts; (G) central heating, central refrigeration and central air-conditioning equipment, reservoirs, tanks, pumps and other central services that serve more than one Unit, except the outlets thereof when located within the Unit; and (H) pipes, ducts, flues, chutes, conduits, wires and other utility installations that serve more than one Unit, except the outlets thereof when located within the Unit. Provided, however, that a Unit shall not include any of the structural components of the Building or utility or service lines located within a Unit that serve more than one Unit. There are four (4) Units at the Project: Unit 101, 201, 202 and 301, as each are identified on the Plat.

#### **ARTICLE 4     NATURE AND INCIDENTS OF CONDOMINIUM OWNERSHIP**

**4.1     Estates of an Owner of a Condominium.** The Project is hereby divided into Condominiums, each consisting of a separate interest in a Unit and an undivided tenant-in-common interest in the Common Area equal to the Percentage Interest.

**4.2     Title.** Title to a Condominium may be held or owned by any Person and in any manner in which title to any other real property may be held or owned in the State of Idaho.

**4.3     No Further Division.** No Owner may divide, adjust, or further condominiumize such Owner's Unit (each a "**Condo Division**") without the prior written approval of the Board, the City of Ketchum, and all other governing authorities whose approval is required, and all such divisions, adjustments, and further condominiumizations must comply with any condominium project amendment requirements of Blaine County, and otherwise comply with all Applicable Laws. Since any Condo Division will necessarily result in a reallocation of the Common Area for purposes of Section 4.1, Condo Division will thus require an amendment to Exhibit D of this Declaration setting forth the reallocation of Percentage Ownership.

**4.4     Inseparability of Condominiums.** No part of a Condominium, or of the legal rights comprising ownership of a such Condominium may be separated from any other part thereof during the period of Condominium ownership prescribed herein, so that each Unit and the undivided interest in the Common Area appurtenant to such Unit shall always be conveyed, devised, encumbered, transferred, and otherwise affected only as a complete Condominium and shall not be transferred in any way resulting in the division of the Condominium. Every gift, devise, bequest, transfer, encumbrance, conveyance, or other disposition of the Condominium or any part thereof shall be presumed to be a gift, devise, bequest, transfer, encumbrance, or conveyance, respectively, of the entire Condominium together with all appurtenant rights created by law or this Declaration.

**4.5 Partition of Common Area Not Permitted.** The Common Area shall be owned in common by all of the Owners of Units, and no Owner may bring any action for partition thereof.

**4.6 Taxes and Assessments.** Each Owner shall execute such instruments and take such actions as may be reasonably requested by the Association to obtain separate real property tax assessments of the interest of each Owner in each Condominium. If any taxes of special districts or other assessments may, in the opinion of the Association, nevertheless, be a lien on the Project or any part thereof, the Association shall pay the same and assess the same to the responsible Owner or Owners. Each Owner shall pay the taxes and assessments assessed against such Owner's Condominium, or interest therein, and such Owner's interest in the Common Area, or any part of any or all of the foregoing. The Association reserves the right to protest any tax valuations or assessments by any taxing government agency and to pay for any costs associated with such protests. Each Owner agrees to reimburse the Association for any costs associated with such protests as related to that Owner's Unit.

**4.7 Owner's Rights with Respect to Interiors.** Each Owner shall have the exclusive right to maintain, finish, refinish, and decorate the interior surfaces of the walls, floors, ceilings, windows (including window frames and window trim), and doors (including door frames and door trim) forming and within the interior boundaries of the Owner's Unit, including but not limited to the installation of carpet or other floor coverings, paint or wallpaper, cabinets, and plumbing and electrical fixtures subject to the terms and conditions of the Condominium Documents, including without limitation Article 7 of this Declaration.

## **ARTICLE 5 EASEMENTS**

**5.1 Easements for Encroachments.** If any part of the Common Area encroaches or shall hereafter encroach upon a Unit or Units, an easement for such encroachment and for the maintenance of the same shall and does exist. If any part of a Unit encroaches or shall hereafter encroach upon the Common Area, or upon an adjoining Unit or Units, an easement for such encroachment and for the maintenance of the same shall and does exist. Such encroachments shall not be considered encumbrances on the Common Area or the Units. Encroachments referred to herein include, but are not limited to encroachments caused by settling, rising or shifting of the earth under the Project, or by changes in position caused by repair or reconstruction of the Project or any part thereof. Notwithstanding the foregoing, no Owner shall be entitled to deliberately and intentionally encroach on the Common Area without the prior written approval of the Board, or on any other Unit without the prior written consent of the other Unit Owner.

**5.2 Easements of Access for Repair, Maintenance, and Emergencies.** Portions of the Common Area and/or easement areas granted pursuant to this Declaration or any other Condominium Document, are or may be located within the Units or may be conveniently accessible only through the Units. The Owners have the irrevocable right, to be exercised by the Association as their agent, of access to each Unit and to all Common Area from time to time during such reasonable hours as may be necessary and established by the Board for the construction, installation, inspection, operation, maintenance, repair or replacement of any of the Common Area located therein or accessible therefrom, or the construction, installation, inspection, operation, maintenance, repair or replacement of any improvements and facilities located within the Common Area, or for making repairs, maintenance and emergencies therein necessary to prevent damage to

the Common Area or to another Unit or Units or to correct a violation of any covenant, condition or restriction of the Declaration when, after reasonable efforts by the Association, the Owner fails to do so. The Association shall also have a right of access independent of any agency relationship. Damage to the interior of any part of a Unit or Units resulting from the construction, installation, inspection, operation, maintenance, repair, emergency repair or replacement of any of the Common Area or as a result of emergency repairs within another Unit at the insistence of the Association or of Owners shall be an expense of all of the Owners; provided, however, that if such damage is the result of the negligence of an Owner or such Owner's Occupants, invitees, or licensees, then such Owner shall be financially responsible for all of such damage. Such damage shall be repaired and the Unit shall be restored substantially to the same condition as existed prior to damage. Amounts owing by Owners pursuant hereto shall be collected by the Association as an Assessment pursuant to Article 9 herein.

**5.3 Owner's Right to Ingress, Egress, and Support.** Each Owner shall have the right to ingress and egress over, upon, and across the Common Area necessary for access to that Owner's Condominium, and shall have the right to the horizontal and lateral support of the Owner's Condominium, and such rights shall be appurtenant to and pass with the title to each Condominium. In exercising the rights granted in this Section, each Owner agrees to use reasonable efforts to avoid interference with the access to other Condominiums.

**5.4 Association's Right to Use of Common Area.** The Association shall have the right to make such use of the Common Area as may be necessary or appropriate to perform the duties and functions which it is obligated or permitted to perform pursuant to the Condominium Documents, including the right to grant utility easements, alter the Common Areas, and to construct and maintain maintenance and storage facilities in the Common Area for use by the Association.

**5.5 Grantor's Right Incident to Construction.** Grantor and Persons it selects shall have the express and unconditional right to ingress and egress over, upon and across the Project, including Common Area and all Units, the right to store materials thereon and to make other use thereof as may be reasonably necessary or incident to completion of development and construction of the Building and Units shown on the Plat or any amendment thereto and the completion of all Units for use and occupancy; provided, however, that no such rights shall be exercised by Grantor in such a way that is expected to unreasonably interfere with the occupancy, use, enjoyment, or access to an Owner's Condominium by that Owner or the Owner's Occupants, invitees, or licensees.

**5.6 Certain Easements Benefit City.** The easements herein granted to an Owner for ingress and egress to and from such Owner's Condominium over, upon, and across the Common Area are hereby recognized to be a condition of approval of the Project imposed by the City of Ketchum. Such easements shall not be dissolved or altered in any material way that would prevent their beneficial use for their intended purposes without the express written consent of the City of Ketchum.

**5.7 Emergency Easement.** A general easement is hereby granted to all police, sheriff, fire protection, ambulance, and all other similar emergency agencies or persons to enter upon all streets and property within the Project in the proper performance of their duties. The easement

granted herein is recognized to be a condition of the approval of the Project imposed by the City of Ketchum. Such easement shall not be dissolved or altered in any material way that would prevent its beneficial use for its intended purpose without the written consent of the City of Ketchum.

The Owners expressly acknowledge that the Association and the Ketchum Fire Department shall each have one master key capable of accessing all doors connected to the common access or security system of the Project. The Owners expressly agree to notify the Association prior to re-keying any lock in the Project controlled by a common security or access system and agree to use a locksmith approved by the Board.

**5.8 Recorded Easements.** The Project, and all portions thereof, shall be subject to all easements shown on any recorded Plat affecting the Project, or any portion thereof, and to any other easements of record or of use, now existing or hereafter created, including without limitation any storm drainage easements, street light easements, sanitary sewer easements, or any other public utility easement shown on the Plat.

**5.9 Easements for Annual Inspection.** Any Person authorized by the Board shall have the right of access to all Units on an annual basis for the purpose of inspecting such Units for compliance with the terms and conditions of the Condominium Documents.

**5.10 Easements Deemed Created.** Any conveyance of Condominiums hereafter made, whether by the Grantor or otherwise, shall be construed to grant and reserve such reciprocal easements as shall give effect to Sections 5.1 through 5.10, even though no specific reference to the easements or to those Sections appear in any conveyance.

## **ARTICLE 6 DESCRIPTION OF CONDOMINIUM**

Every contract for the sale of a Condominium and every other instrument affecting title to such Condominium shall describe that Condominium by the Unit shown on the Plat with appropriate reference to the Plat and to this Declaration, as each appears on the records of Blaine County, Idaho, in substantially the following form:

Unit \_\_\_\_ as shown on the final plat of The IDA Building, recorded in the real property records of Blaine County, Idaho, on \_\_\_\_\_, 2023, as Instrument No. \_\_\_\_\_, Book \_\_\_\_ of Plats at Pages \_\_\_\_ through \_\_\_\_ (as may have been heretofore amended or supplemented), and as defined and described in that certain Condominium Declaration for The IDA Building recorded in the real property records of Blaine County, Idaho, on \_\_\_\_\_, 2023, as Instrument No. \_\_\_\_\_ (as may have been heretofore amended and supplemented from time to time).

Such description shall be construed to describe the separate ownership interest in the identified Unit, together with the appurtenant undivided tenant-in-common interest in the Common Area, and to incorporate all rights incident to ownership of a Condominium interest and all the

limitations on such ownership as described in the Condominium Documents or any amendments or supplements thereto, whether or not so specified in the instrument.

## **ARTICLE 7     USE OF CONDOMINIUMS**

**7.1     Single-Family Residential.** The Residential Units shall be used exclusively for single-family residential purposes and other uses incidental thereto as permitted by Applicable Law. Except for Home Occupations permitted pursuant to this Section, no Unit shall be used at any time for commercial or business activity. A “**Home Occupation**” shall be any gainful occupation conducted in a Unit by an Occupant thereof, provided that the home office or studio located thereon does not exceed five hundred (500) square feet in size and is located entirely within the Unit, and further provided that such Home Occupation is conducted in accordance with the other terms and limitations of the Condominium Documents and Applicable Law. A Unit may be used for other Home Occupations only upon a written approval of the Association, which approval may be subject to such requirements and conditions as the Owners and/or Association deems appropriate, and which Home Occupation must be conducted in accordance with the other terms and limitations of the Condominium Documents and Applicable Law. No Home Occupation may: (a) involve highly combustible materials; (b) involve retail operations; (c) use power equipment or tools; (d) cause abnormal automotive or pedestrian traffic at the Project; (e) be, in the reasonable opinion of the Board, objectionable due to unsightliness, odor, dust, smoke, noise, glare, heat, vibration or similar disturbances; (f) involve dispatch activities where employees meet at the Project and are sent to other locations; (g) involve other uses that, in the reasonable opinion of the Board, would detract from the residential character of the Project. It shall not be a violation of this Section for an Owner to lease its Condominium in accordance with Section 7.3. The use of a Condominium for a shelter home, as the same is defined in Idaho Code § 67-6530, whether or not operated for profit, shall for the purposes of this Declaration be a commercial or business use to the fullest extent permitted by Applicable Law.

**7.2     Commercial.** The Commercial Unit on the ground floor (shall be used exclusively for commercial purposes and other uses incidental thereto as permitted by Applicable Law.

**7.3     Leasing.** For purposes of this Section 7.3, the term “lease” as applied to a Condominium will be deemed to include, without limitation, any rental, letting, licensing, subletting, demising or assignment of any interest, estate or right of use, enjoyment, occupancy or possession of any Condominium (or portion thereof) to any Person. Each Owner shall be entitled to lease its Condominium. An Owner who leases a Condominium shall be fully responsible for the acts and omissions of, and damage caused by, such Owner’s Tenant as if the Owner were the Tenant. Any Owner who leases a Condominium shall comply with this Declaration, the Condominium Documents, and all Applicable Laws, including without limitation Fair Housing Act to the extent it applies to such Owner. Each such lease shall be in writing and shall provide that the terms and conditions thereof shall be subject in all respects to this Declaration and the Association Rules, and that any failure by the Tenant to comply with the terms of such documents shall be a default under the lease. The Association Rules may provide for fines against an Owner if the Tenants of such Owner’s Condominium excessively loud or otherwise disruptive. Upon execution of any lease, the Owner of the leased Unit will provide the Association with a copy of the lease and the name and contact information of the Tenant.



**7.4     Obstructions of Common Area.** Except to the extent installed or placed by Grantor or the Association in a manner that is not expected to create a life safety issue, there shall be no obstruction of the Common Area, nor shall anything be stored on any part of the Common Area, without the prior written consent of the Board. Nothing shall be altered on, planted in, constructed on, or removed from the Common Area except upon the prior written consent of the Board.

**7.5     Maintenance of Interiors and Limited Common Area.** Except as otherwise set forth herein, or except as otherwise agreed by the Association, each Owner shall keep such Owner's Unit, including, without limitation, interior walls, windows, floors, ceilings, windows, doors, and permanent fixtures and appurtenances thereto, in a clean, sanitary, and attractive condition, and good state of operating condition and repair and shall keep the heating and air conditioning equipment, water heater, and other utility systems and related devices exclusively serving the Owner's Unit in a good state of operating condition and repair and free from any odor and/or mold. Notwithstanding anything to the contrary in this Declaration, each Owner shall keep the Limited Common Area designated for the exclusive use of such Owner in a clean, sanitary, and attractive condition, and good state of operating condition and repair, including removal of snow and ice from the Limited Common Area. Each Owner shall notify the Association of any unsafe condition existing in, on, or around the Limited Common Area. In addition, nothing unsightly, in the reasonable opinion of the Board, shall be kept on any exterior Limited Common Area. If Grantor has caused to be prepared and delivered to the Owners a preventative maintenance manual containing minimum maintenance or other standards applicable to the individual Units and/or the Limited Common Area appurtenant thereto (an "**Owner Maintenance Manual**"), then each Owner shall cause the Units owned and Limited Common Areas attributable to such Owner to be maintained in accordance with the requirements set forth in the Owner Maintenance Manual. The requirements set forth in the Owner Maintenance Manual are in addition to the requirements of any warranty or other operating guidelines and instructions.

**7.6     Prohibition of Damage and Certain Activities.**

7.6.1     No damage to, or waste of, the Common Area or any part thereof shall be committed by any Owner or such Owner's Tenants, Occupants, invitees, or licensees, and each Owner shall indemnify and hold the Association and the other Owners harmless against all loss resulting from any such damage or waste caused by such Owner or such Owner's Tenants, Occupants, invitees, or licensees.

7.6.2     No rubbish or debris of any kind shall be placed or permitted to accumulate anywhere upon the Project or any portion thereof, except in such containers and other areas designated for such purpose by Grantor or the Board, and no odor shall be permitted to arise from any portion of the Project so as to render, in the reasonable opinion of the Board, the Project or any portion thereof unsanitary, offensive, or detrimental to the Project, or to any other property in the vicinity of the Project. No exterior fires and no obstructions of pedestrian walkways shall be permitted to exist at the Project. No business or Home Occupation, no noise, no unsightliness, and no other nuisance shall be permitted to exist or operate upon any portion of the Project in violation of Applicable Law or so as to be, in the reasonable opinion of the Board, offensive or detrimental to the Project or to its Owners or their Occupants or to other property in the vicinity Project. Without limiting the generality of any of the foregoing, no Owner shall use or install or permit to

be used or installed any whistles, bells or other sound devices, or flashing lights or search lights within the Project without the Board's approval. No unsightly articles shall be permitted to remain on any Condominium so as to be visible from any other portion of the Project. Without limiting the generality of the foregoing, refuse, garbage, trash, equipment, gas canisters, propane gas tanks, barbecue equipment, heat pumps, compressors, and containers shall be kept in such containers and other areas designated for such purpose by Grantor or the Board. No clothing or fabric shall be hung, dried, or aired in such a way as to be visible from the exterior of the Unit it in which it is hung, dried, or aired. Window air-conditioning units are not allowed. Windows shall be covered only by drapes, shades or shutters that are white or muted earth tone in color, and shall not be painted or covered by foil, cardboard, sheets or similar materials.

7.6.3 Owners shall not use or suffer or permit any Person or Persons to use any Condominium or any part thereof for any use or purpose in violation of Applicable Law.

7.6.4 Owners shall not use or suffer or permit any Person or Persons to use any Condominium or any portion thereof, for any use or purpose in violation of any of the terms and conditions of this Declaration or other Condominium Documents.

7.6.5 Except as allowed by Association Rules or by prior written approval of the Board, Owners shall not display or sell merchandise or allow carts, portable signs, devices or any other objects to be stored or to remain outside the defined exterior walls and permanent doorways of the Units. Owners further agree not to install any exterior lighting, shades or awnings, amplifiers or similar devices for use in or about the Project which may be heard or seen outside the Unit, such as flyers, flashing lights, searchlights, loudspeakers, speakers, or make any changes to the facade of the Building or operate any customer service windows without Board's prior written consent. Owners shall not conduct or permit to be conducted any sale by auction in, upon or from the Units, whether said auction be voluntary, involuntary, pursuant to any assignment for the payment of creditors or pursuant to any bankruptcy or other solvency proceeding.

7.6.6 Except with the prior written consent of the Association, no Owner may do or permit anything to be done in or about any Unit or Common Area that would violate Applicable Law or result in the cancellation of, or an increase in the rate of, the insurance on the Project. Any Owner taking or permitting any such action without Association approval will be solely responsible for the payment of any increase in insurance premiums.

7.6.7 Owners shall not do or permit anything to be done in or about the Unit or Common Area which will in any way obstruct or interfere with the rights of other Owners or Occupants in the Project, create undue noise and disruption, or injure or annoy them or use or allow the Unit to be used for an unlawful or objectionable purpose, nor shall Owner cause, maintain or permit any nuisance in, on, or about the Project.

7.6.8 Owners shall not use or suffer or permit any Person or Persons to use the Units or any part thereof for any adult bookstore, adult movie theater, boarding house, or any other activity expressly prohibited by the Board.

**7.7 No Hazardous Activities.** No activities shall be conducted at the Project which are or might be unsafe or hazardous to any Person or property, as reasonably determined by the

Board. Such prohibition includes, without limitation, the discharge of firearms and participation in archery activities, and the use of any open fires (except as contained in a Board-approved barbeque or gas fireplace or fire pit)..

**7.8 Over the Air Reception Devices.** All Owners who desires to use any device or antenna to receive over the air transmissions shall be required to use the device or antenna installed by Grantor or the Association, which antenna or device shall be located on the Project in a location designated and approved by the Grantor or the Board (a “**Common Antenna**”). In the event a Common Antenna is installed, all Owners who desire to use any antenna or device to receive over the air transmissions shall be required to use the Common Antenna, subject to reasonable restrictions related thereto established by the Board. Notwithstanding the foregoing, no portion of this restriction shall apply to the extent that it conflicts with any Applicable Law governing such antenna or devices. Those Owners using the Common Antenna shall share the costs and expenses associated therewith in the manner reasonably determined by the Board.

In the event a Common Antenna has not been installed, Owners shall be permitted to install small satellite dishes or other devices within the service well on the roof of the Building for cable services using the electrical conduit system located in the core of the Building, subject to the prior written approval of the Board. In the event that a satellite dish or other device is approved by the Board, it (and any related equipment) must be installed and/or screened in the manner approved by the Board.

**7.9 Energy Devices, Outside.** No energy production devices or generators of any kind (including without limitation solar energy devices and windmills), shall be constructed or maintained on or in any portion of the Common Area without the prior written approval of the Board. In the event that the addition or use of such a device is approved by the Board, it (and any related equipment) must be installed and/or screened in the manner approved by the Board.

**7.10 Signs.** No signs of any kind, including, without limitation, “for sale,” “for lease,” “for rent,” and “open house” signs, holiday signs, social commentary signs, decorations, or banners, or political or commercial signs, will be displayed on or from any portion of the Project except as approved by the Board in its reasonable discretion, except that political signs in support of or opposition to any candidate for office or a ballot measure may be displayed in an Owner’s Unit thirty (30) days prior to the date on which votes are cast for such candidate or ballot measure, and shall be removed within two (2) days after any such date. Notwithstanding the foregoing, no portion of this restriction will apply to the extent that it conflicts with any Applicable Law governing signs, including Idaho Code § 55-3209 or its successor.

**7.11 Window Treatments.** No window or glass tinting or coverings shall be permitted, including any appliques, decals, or other materials, that would be visible from the exterior of any Unit, or that would otherwise in any manner change the exterior appearance of any glass or window in terms of color, reflectivity, tint, or appearance, except as otherwise may be permitted by the Board. In the event replacement of any glass pane constituting Common Area shall become necessary, such glass shall be replaced by the Association; provided, however, an Owner may be required to pay for such replacement pursuant to Section 9.5. This paragraph shall be interpreted in such manner as to favor and facilitate a uniform appearance of the Building from the exterior thereof. Subject to the Association Rules, acceptable window coverings are vertical blinds, mini-

blinds, draperies, curtains, shutters and other such items. Items including, but not limited to aluminum foil, newspaper, sheets, cardboard, reflective tint, paint, etc. are not permitted to be used as window covering.

**7.12 Water Beds.** No water beds shall be permitted in any Unit. Each Owner acknowledges that substantial damage to other Units and/or Common Areas may occur as a result of a violation of this restriction.

**7.13 Appliances.** No appliances shall be installed or maintained in a Unit that are inconsistent in terms of energy source or energy usage from those utility lines and hookups initially installed or made available by Grantor with respect to a Unit. By way of illustration, but not of limitation, if and to the extent that the Unit was originally equipped with a gas utility hookup for clothes dryers, stoves, ovens, or other appliances, no modifications shall be permitted for the installation of electricity powered clothes dryers, stoves, ovens or other appliances, unless electricity powered clothes dryers, stoves, ovens or other appliances were originally available for use and operation in the Unit and can be installed with minimal disruption to Common Areas. Likewise, if the Unit was originally equipped and/or designed for any electrical appliances, no modifications shall be permitted for the installation of gas-powered appliances, unless gas powered appliances were originally available for use and operation in the Unit and can be installed with minimal disruption to Common Areas. The Board reserves the right to designate specific Association Rules pertaining to the minimum design and performance characteristics of appliances to be installed in the Units. All installation and use of any appliances shall comply with and not violate the terms of any warranty guidelines or manufacturers' guidelines or recommendations.

**7.14 Construction and Structural Alterations.** An Owner may make improvements or alterations to the interior of the Owner's Unit and the Limited Common Area appurtenant to such Unit, provided that such improvements or alterations: (a) do not impair the structural integrity, mechanical systems or Common Area of the Project; (b) are not to walls, doors, windows, or other portions of the Project that are visible from the outside of the Unit; and (c) do not otherwise penetrate any Common Area. To the extent an Owner desires to make an improvement or alteration in violation of any portion of the foregoing, such Owner shall first obtain the prior written consent of the Board, which consent shall not be unreasonably withheld or delayed. All improvements and alterations constructed pursuant to the terms of this Section 7.14 shall comply with all Applicable Laws.

**7.15 Sewer System Restrictions.** No Owner or other Person shall deposit any glass, metal, seafood shells, diapers, clothing, rags, plastic, sanitary napkins, tampons, flammable material, oil, gas, grease, chemicals or other objects or materials other than natural human waste and generally accepted household cleaners into the sewer system either directly or through any Owner's waste disposal unit(s). The cost of any and all damage sustained by the sewer system caused by an Owner's deposit in the sewer system of any of the items listed above shall be the sole responsibility of said Owner.

**7.16 Outdoor Limited Common Area Restrictions.** Any outdoor Limited Common Area shall not be used for storage purposes, including for the storage of pets, pet equipment, bicycles, boxes, storage sheds, and so forth, except that patio furniture shall be permitted in accordance with this Section. Any item to be stored shall be stored and maintained either wholly

within the interior of the Owner's Unit, storage area, in such other designated by the Board, if any. Any plants or similar items kept on outdoor Limited Common Area shall be in accordance with the approved plant list or otherwise subject to approval by the Board, shall be watered and maintained in good condition, and dead plants, leaves, and other items shall be promptly removed and discarded. No over-watering of any plants located on any outdoor Limited Common Area (i.e., of such a nature to cause water run-off) shall be permitted. Patio furniture as approved by the Board or that otherwise complies with the Association Rules shall be permitted on outdoor Limited Common Area. Outdoor Limited Common Area shall be kept in a clean and orderly fashion. Owners shall not hang any items from any railings, and Owners shall not place any temporary lighting, whether electric, battery-operated, solar, or otherwise, on outdoor Limited Common Area. No shelving, storage devices or apparatuses, or other improvements or alterations shall be permanently affixed to any outdoor Limited Common Area, except upon the prior written approval of the Board.

**7.17 Parking Area Restrictions.** Parking Areas shall be used only for the storage of operable vehicles that fit therein when the Parking Area door is closed, and for the storage of non-combustible and otherwise non-hazardous material that fit therein when the Parking Area door is closed. Doors to the Parking Areas shall remained closed at all times except when depositing or retrieving items therefrom.

**7.18 Storage Area Restrictions.** Limited Common Areas intended for storage shall be used only for the storage non-combustible and otherwise non-hazardous material that fit therein when the door to the Limited Common Area is closed. Doors to the Limited Common Areas intended for storage shall remained closed at all times except when depositing or retrieving items therefrom.

**7.19 No Smoking.** The Project is hereby designated as "smoke free," and no smoking of any kind is allowed at the Project. Notwithstanding the foregoing, the Board may from time to time designate certain outdoor areas of the Project as "Permitted Smoking Areas," in which event smoking shall be allowed only in such designated areas. Neither Grantor nor the Association guarantees a smoke free environment at the Project or any portion thereof.

**7.20 Animals/Pets.** No animals, livestock, or poultry of any kind shall be raised, bred, or kept on or in any portion of the Project except that Household Pets (defined below) may be kept for an Owner's personal use provided that: (a) such Household Pets are not bred or maintained for any commercial purpose; (b) no more than two (2) of any combination of Household Pets may be kept in a Unit; and (c) all such Household Pets shall be properly restrained and controlled at any time they are within the Project. "**Household Pets**" means indoor domesticated dogs and indoor domesticated cats, as well as indoor parrots, parakeets and similar birds (but not any domestic birds, such as any type of chicken), and any other animal specifically approved by the Board to be a Household Pet. Any Household Pet which, in the reasonable opinion of the Board, is vicious or excessively noisy, or which damages or destroys property shall be deemed a nuisance and shall be removed from the Project upon the written request of the Board. An "excessively noisy" Household Pet is any Household Pet that habitually or frequently disturbs the sleep, peace, or quiet of any Occupant. Owners shall contact the local animal control agency regarding noisy Household Pets prior to complaining to the Board about such animals. Any costs associated with responding to complaints relating to animals (including without limitation Household Pets), livestock, or

poultry at the Project may be levied as a Limited Assessment against the Owner of the Unit in which such animals, livestock, or poultry are being kept. The Owner of the Unit where a Household Pet is kept, as well as the legal owner of the Household Pet (if not such Owner), shall be jointly and severally liable for any and all damage and destruction caused by the Household Pet, and for any clean-up of any portion of the Project necessitated by such Household Pet.

**7.21 Assistance Animals.** Notwithstanding anything to the contrary contained in Section 7.20 hereof, assistance animals are welcome in the Project in accordance with the Fair Housing Act (42 U.S.C. § 3601 *et seq.*, as amended) and the implementing regulations promulgated thereunder. An assistance animal shall be as defined in the Fair Housing Act, which is currently any animal needed by a disabled individual to have an equal opportunity to use and enjoy a dwelling. Examples of assistance animals are guide animals, animals that alert people who are deaf, animals that pull a wheelchair, animals that alert and protect a guest who is having a seizure, animals that remind an individual with mental illness to take prescribed medications, animals that calm an individual with Post Traumatic Stress Disorder (PTSD) during an anxiety attack and animals that provide comfort or emotional support. Assistance animals in training are to be treated as assistance animals, even if the handler is not disabled. An assistance animal need not be licensed or certified by any government. Individuals with assistance animals shall not be treated less favorably than other Occupants or charged fees that are not charged to other Occupants without animals. The Association shall have the right, to the extent permitted under the Fair Housing Act, to prohibit or restrict any assistance animal that: (a) is out of control and the handler does not take effective action to control it; or (b) the animal's behavior poses a threat to the health or safety of others. The Owner of the Unit where an assistance animal is kept, as well as the legal owner of the assistance animal (if not such Owner), shall be jointly and severally liable for any and all damage and destruction caused by the assistance animal, and for any clean-up of any portion of the Project necessitated by such assistance animal.

**7.22 Right to Enjoy and Use Units.** Each Owner shall be entitled to use and enjoy the Owner's Unit for its intended purpose and nothing herein is intended to impose or grant the authority to impose any restrictions, limitations or prohibitions which would deprive an Owner of the reasonable use and enjoyment of the Owner's Unit. Notwithstanding the foregoing, no Owner shall be entitled to use the Owner's Unit for any uses not allowed under the Ketchum Municipal Code or otherwise limited by this Declaration or any other Condominium Documents.

## **ARTICLE 8 THE IDA BUILDING OWNERS ASSOCIATION**

**8.1 Creation and Designation of Association.** Grantor has incorporated the Association as a nonprofit corporation under the laws of the State of Idaho, and Grantor hereby designates the Association as the "management body" of the Project in accordance with the Act. The Association is charged with the duties and vested with the powers prescribed by law and set forth in its Articles, Bylaws, this Declaration (as it relates to the Association's management of the Project), and the other Condominium Documents, as each may be amended and/or supplemented from time to time according to their respective terms. Neither the Articles nor the Bylaws shall, for any reason, be amended or otherwise changed or interpreted so as to conflict with this Declaration.

**8.2 Membership and Voting.** “Member” means each Person holding a membership in the Association, including Grantor. Every Owner of a Condominium is a Member of the Association and has one (1) membership for each Condominium in the Project owned by such Owner. If the Owner of the a Condominium shall be more than one (1) Person, all such Persons shall have a membership in the Association and be deemed Members, but the voting rights in the Association attributable to that Condominium may not be split and shall be exercised by one (1) representative selected by such Persons as they, among themselves, may determine. In the event such Persons are unable to agree among themselves on any matter put to a vote as to how the vote shall be cast, such Persons shall not be entitled to vote on the matter in question. If only one such Person casts a vote, it will thereafter be conclusively presumed for all purposes that such Person was acting with the authority and consent of all other co-Owners of such Condominium. To this end, only one (1) vote is allocated to each Condominium, regardless of the number of Persons that hold an ownership interest in such Condominium. Memberships in the Association shall be appurtenant to the Unit owned by such Owner. The memberships in the Association shall not be transferred, pledged, assigned or alienated in any way except upon the transfer of Owner’s title to a Unit and then only to the transferee of such title. Any attempt to make a prohibited membership transfer shall be void and will not be reflected on the books of the Association. The Association shall have two (2) classes of membership as follows:

8.2.1 **Class A Members.** “Class A Members” shall be the Owners of the Units, with the exception of the Grantor for so long as the Class B Member exists. Upon the Class B Member Termination Date (defined below), at all meetings of the Association each Member will be entitled to one (1) vote for each Unit owned by such Member. Prior to the Class B Termination Date, Class A Members are not entitled to vote.

8.2.2 **Class B Member.** The “Class B Member” is Grantor, who shall be the sole voting Member of the Association entitled to vote the collective voting power of the Association from the period commencing on the Effective Date and expiring on the Class B Member Termination Date (the “Initial Development Period”). The Class B Member shall cease to exist upon the earlier to occur of the following: (a) Grantor no longer owns any Units within the Project; or (b) Grantor informs the Board, in a writing recorded in the real property records of Blaine County, Idaho, that Grantor no longer wishes to exercise its rights as the Class B Member (as applicable, the “Class B Member Termination Date”).

**8.3 Member Meetings.** The Association shall hold an annual meeting of the members and periodic special meetings of the members as set forth in the Condominium Documents. Subject to Sections 8.2.1 and 8.2.2, each Member shall be entitled to one (1) vote as a Member in the Association for each Unit owned by such Member.

**8.4 Proxies.** A membership in the Association shall be appurtenant to and inseparable from the Condominium owned by such Member. A membership in the Association shall not be assigned, transferred, pledged, or alienated in any way except: (a) that an Owner may give a proxy pursuant to the Bylaws; and (b) upon the transfer of title to the Condominium and then only to the transferee of title to said Condominium. Any attempt to make a prohibited transfer of a membership shall be void and shall not be reflected on the books of the Association. Provided, however, that the rights of membership may be assigned to a Mortgagee as further security for a

loan secured by a lien on a Condominium or to any Person that has assumed by contract, or otherwise, liability for paying Assessments of any Owner.

**8.5 Board of Directors.** The business and affairs of the Association are managed by the Board. The Board will consist of not less than three (3) directors and no more than five (5) directors. Directors need not be Owners. During the Initial Development Period, Grantor has the exclusive right to appoint, remove, and replace directors at any time and from time-to-time in Grantor's sole discretion, and to otherwise fill vacancies on the Board as they arise. After the Initial Development Period, the Owners have the right to elect and remove directors as provided in the Bylaws. After the Initial Development Period, any vacancy on the Board shall be filled by a plurality of the votes cast by the remaining Directors through a special election at any meeting of the Board.

**8.6 Delegation of Authority.** The Board may at any time and from time-to-time delegate all or any portion of its powers and duties to committees, officers, employees, or to any Person to act as manager, including the Management Company.

**8.7 Powers of the Association.** The Association shall have all the powers of a nonprofit corporation incorporated under the laws of the State of Idaho and all of the powers and duties set forth in the Condominium Documents, including the power to perform any and all acts which may be necessary to, proper for, or incidental to the foregoing powers. The powers of the Association include, by way of illustration and not limitation:

8.7.1 Assessments. The power and authority to levy Assessments on the Owners of Condominiums and to enforce payment of such Assessments, including the power and authority to establish and fund via Assessments such operating and capital reserves as the Board deems necessary or prudent.

8.7.2 Right of Enforcement. The power and authority at any time and from time-to-time, on its own behalf or on behalf of any consenting Owners, to take any action, including any legal action, to prevent, restrain, enjoin, enforce, or remedy any breach or threatened breach of the Condominium Documents. The power of enforcement includes:

8.7.2.1 The right to remove, alter, rebuild, or restore any improvements constructed, reconstructed, refinished, added, altered, or maintained in violation of the Condominium Documents. If such improvements are located in a Unit, the Board must first provide the Owner thereof with a notice specifying the default and a reasonable period (no less than ten (10) days and not to exceed thirty (30) days) to cure, and the Owner of the improvements must immediately reimburse the Association for all expenses incurred with such removal.

8.7.2.2 The right to enforce the obligations of the Owners to pay each and every Assessment or charge provided for in the Condominium Documents.

8.7.2.3 The right to perform any duty or obligation of an Owner under the Condominium Documents if such duty or obligation is not timely performed by such Owner. In such event, the defaulting Owner must immediately reimburse the Association for all costs reasonably incurred by the Association in performing such duty or obligation. Except in the event of an emergency, the Association must provide the defaulting Owner with a notice specifying the



default and a reasonable period (no less than ten (10) days and not to exceed thirty (30) days) to cure prior to exercising its power and authority hereunder.

8.7.2.4 The right to authorize variances from the requirements of this Declaration when required by applicable law (such as the Fair Housing Act) or when needed to prevent the requirements would impose an undue hardship on an Owner that would be inequitable for such Owner to bear. The granting of a variance does not waive any element of the Declaration for any purpose except as to the particular Condominium and the particular provision covered by the variance. Approval of a variance does not affect the Owner's obligation to comply with the other elements of this Declaration or Applicable Law.

8.7.3 Association Rules. The power and authority to adopt, amend, and repeal the Association Rules as the Board deems reasonable and appropriate to govern the Project, including rules and regulations regarding: (a) the use of the Common Area; (b) imposition of fines for violations of the Condominium Documents (subject to applicable law, such as Idaho Code § 55-115); and (c) procedures in the conduct of business and affairs of the Association. Except when inconsistent with this Declaration, the Association Rules have the same force and effect as if they were set forth in and were made a part of this Declaration. A copy of the Association Rules as they may from time to time be adopted, amended or repealed, shall be mailed or otherwise delivered to each Owner.

8.7.4 Emergency Powers. The power and authority to enter upon any Unit as necessary in connection with any maintenance or construction for which it is responsible, or when necessitated by violation of the Declaration or other Condominium Documents, or in the event of any emergency involving potential danger to life or property and the power to take corrective action. Such entry shall be made with as little inconvenience to the Owners as practicable and any damage caused thereby shall be repaired by the Association, except as otherwise provided herein. Owners acknowledge that the Ketchum Fire Department and the Association shall have a master key to all locks in the Project. Owners further agree to notify the Board and employ a locksmith approved by the Board before any locks may be changed to preserve the system.

8.7.5 Common Area. The power and authority to manage, operate, maintain, repair, and replace the Common Area for the benefit of the Project and the Owners, and the power and authority to construct, install, maintain, repair, replace, and operate any improvements in the Common Area, any public right-of-way serving the Project or any other location deemed by the Board to benefit the Project, including any fences, signs or other improvements at Project entrances or otherwise in the vicinity of the Project, and any berms, retaining walls, fences, and other amenities within or abutting any Common Area.

8.7.6 Licenses, Easements and Rights-of-Way. The power to grant and convey to any third party such licenses, easements and rights-of-way in, on or under the Common Area as may be necessary or appropriate for the orderly maintenance, preservation and enjoyment of the Project, and/or for the preservation of health, safety, convenience and welfare of the Owners. The foregoing power includes, without limitation, the power to grant and convey to such third parties licenses, easements, and rights-of-way for the purpose of constructing, erecting, operating, or maintaining any of the following:

8.7.6.1 Lines, cables, wires, conduits, or other devices for the transmission of electricity, heating, power, telephone, television and data, other utility services and, meters and other facilities associated with the foregoing;

8.7.6.2 Sewers, storm drains, water drains and pipes, water systems, sprinkling systems, water, heating and gas lines or pipes; and

8.7.6.3 Cross parking easements, sidewalk abutments, drive lanes, parking areas, curb cuts, landscaping abutting common areas, public and private streets or land conveyed for any public or quasi-public purpose.

8.7.7 Property for Common Use. The power and authority to acquire and hold for the use and benefit of all of the Owners, or for the benefit of only those Owners within a particular Condominium, tangible and intangible personal property and real property and may dispose of the same by sale or otherwise, and the beneficial interest in any such property shall be deemed to be owned by the Owners in the same proportion as their respective interest in the Common Area.

8.7.8 Amenity Agreements. The power and authority to enter into any lease, license, use, or other agreement as the Board deems proper or convenient to secure the use of off-site amenities or facilities for the benefit of the Project. Without limiting the generality of the foregoing, and only by way of example, the Association may enter into such agreements with others for the use of any recreational amenities or facilities, including clubhouses and swimming pools, by the Owners on such terms as the Board deems reasonable or prudent.

8.7.9 Inspection. The power and authority to enter a Unit for the purpose of conducting regular maintenance inspections.

8.7.10 Taxes. The power and authority to pay all real and personal property taxes and assessments (if any) levied against the Common Area, the Association, and any other property owned by the Association. In addition, the Association must pay all taxes, including income, revenue, corporate, or other taxes (if any) levied against the Association.

8.7.11 Entitlement Obligations. The power and authority to fulfill any duties imposed by any governmental or other quasi-governmental agencies as part of the entitlements for the development of Project, including any requirements or obligations identified in such entitlements as the responsibility of community association or homeowners' association or management body, such as plat notes, development agreements, or conditions of approval.

8.7.12 Financing. The power and authority to enter into any agreements necessary or convenient to allow Owners to take full advantage of, or secure the full availability of, any Financing Programs.

8.7.13 Estoppel Certificates. The power and authority to execute a written statement stating: (a) whether or not, to the knowledge of the Association, a particular Owner or Owner's Condominium is in default of this Declaration or other Condominium Documents; (b) the dates to which any Assessments have been paid by a particular Owner; and (c) such other matters as the Board deems reasonable. Any such certificate may be relied upon by a bona-fide prospective

purchaser or Mortgagee of such Owner's Condominium, but only to the extent such prospective purchaser or Mortgagee has no knowledge to the contrary. The Association may charge a reasonable fee for such statements.

8.7.14 Improvements in Public Right-of-Way. The power and authority to enter into license and easement agreements with the City of Ketchum (or assume the duties and obligations under any such license agreement entered into by Grantor) to install, maintain, improve, irrigate, trim, repair, and replace improvements and landscaping in the public rights-of-way (including sidewalk easements and planter strips).

8.7.15 Implied Rights. Notwithstanding the foregoing, the Association may exercise any other right or privilege given to it expressly by this Declaration or by Applicable Law, and every other right or privilege reasonable to be implied from the existence of any right or privilege given to it herein or reasonably necessary to effectuate any such right or privilege. Such rights shall include without limitation the right to acquire water meters for each Unit.

8.7.16 Use of Association Powers. Notwithstanding the foregoing, the Association shall not take any action that would impair an Owner's right to enjoy and use his/her Unit as set forth herein, in particular Section 7.22.

8.7.17 Power to Levy Fines. The power to impose reasonable monetary fines which shall constitute a lien upon the Unit owned or occupied by the Owner, Lessee, or other Person determined by the Board to be in violation of the Condominium Documents (individually, a "**Violation**"). Provided, however, the Association shall not impose a fine on an Owner for a Violation unless: (a) the Board votes to impose the fine at any regular or special meeting of the Board or the Association (individually, a "**Levy Meeting**"); (b) such Owner is provided at least thirty (30) days advance written notice of the Levy Meeting by personal service or certified mail at the last known address of such Owner as shown in the records of the Association; and (c) such Owner is given a reasonable opportunity to respond to the Violation during the Levy Meeting. Provided further, the Association shall not impose a fine on an Owner if such Owner, prior to the Levy Meeting, begins resolving the Violation and continues to address the Violation in good faith until the Violation is fully resolved (the "**Remedial Period**"). For purposes of this Section, the phrase "address the violation in good faith until the Violation is fully resolved" means the Owner must resolve the Violation within thirty (30) calendar days of the Notice; provided, however, if the nature of the Violation is such that more than thirty (30) calendar days are required for its resolution, then the Owner must diligently prosecute the same to completion within sixty (60) calendar days. All such fines shall be deemed to be a part of the Assessments to which the Owner's Unit is subject under this Declaration. In all events, no portion of such fines may be used to increase the compensation to the Board or agent thereof.

**8.8 Duties of the Association.** In addition to the power delegated to it by the Condominium Documents, the Association or its agents shall have the obligation to conduct all business affairs of the Association and to perform, without limitation, each of the following duties:

8.8.1 Operation and Maintenance of Common Area. Operate, maintain and otherwise manage or provide for the operation, maintenance and management of the Common Area and all improvements thereon, including parking areas, drive lanes, landscaping, common

seepage beds and the exterior of the Building, including the repair and replacement of property damaged or destroyed by casualty loss and all other property acquired by the Association, and shall maintain the same in a good, clean, attractive and sanitary condition, order and repair.

8.8.2 Taxes and Assessments. Pay all real and personal property taxes and assessments separately levied against the Common Area, the Association, or property owned by the Association and all such taxes shall be paid or a bond insuring payment posted prior to the sale or the disposition of any property to satisfy the payment of such taxes. In addition, the Association shall pay all other taxes, federal, state or local, including income or corporate taxes levied against the Association in the event that the Association is denied the status of a tax exempt corporation.

8.8.3 Water and Other Utilities. Acquire, provide and/or pay for water, storm drainage system maintenance, sewer services, electrical systems, garbage, disposal, refuse and rubbish collection and other necessary services for the Common Area and Units, except to the extent separately billed or separately metered, as may be determined by the Board from time to time in its discretion.

8.8.4 Insurance. Obtain, from reputable insurance companies authorized to do business in the State of Idaho and maintain in effect the policies of insurance described in Article 13 hereof.

8.8.5 Maintenance of Exteriors and Improvements. Maintain and repair the exterior surfaces of the Building and improvements in the Project. The exterior maintenance shall include: painting, staining, repairing, re-staining, replacing and caring for all exterior surfaces including roofs and exterior portions of doors as necessary to maintain them in good condition.

8.8.6 Inspection and Maintenance Guidelines. The Board shall adopt inspection and maintenance guidelines for the periodic inspection and maintenance of the Common Area, including, without limitation, the sewer system and drainage facilities. The Board periodically, and at least once every two (2) years, shall review and update the inspection and maintenance guidelines. The Board shall take all appropriate steps to implement and comply with the inspection and maintenance guidelines, and shall keep records of such implementation and compliance. In the event a defect is identified, the Association will have the obligation to repair said defect.

8.8.7 Drainage Facilities. Operate and maintain the storm drainage area, as depicted on the Plat. Notwithstanding anything to the contrary, no buildings or other similar improvements shall be constructed within the storm drainage area that would materially interfere with the Project's drainage system.

8.8.8 Maintenance of Records and Right of Inspection. The Association shall keep such records of its business and affairs as is customary for community or homeowner associations, including a membership register, accounting records, financial statements, operating budgets, balance sheets, and minutes of meetings of the Board and committees. Such records shall be available at the Association's regular offices for inspection and copying by any Owner at such Owner's expense. The Board may establish reasonable rules with respect to: (a) notice to be given to the custodians of the records by persons desiring to make the inspection; (b) hours and days of

the week when such an inspection may be made; and (c) payment of the cost of reproducing copies of documents requested pursuant to this Section 8.8.8. The Association's obligations hereunder may be fulfilled by making the records available to an Owner electronically, including delivery by electronic mail or the posting of such records on a website.

**8.9 Immunity and Indemnification.** Each Owner understands and agrees that: (a) Grantor and its members, managers, agents, and employees, and (b) the Association its directors, officers, agents, employees, and committee members (each individually a "**Released Party**") shall be immune from personal liability to such Owner, and such Owner hereby knowingly and voluntarily waives and releases each Released Party, for such Released Party's actions or failure to act with respect to the Condominium Documents to the extent that such acts or failures to act do not constitute willful misconduct on the part of such Released Party. The Association shall indemnify, defend, and hold each Released Party harmless from any action, expense, loss or damage caused by or resulting from such Released Party's actions or failure to act with respect to the Condominium Documents; provided, however, the Association shall not be obligated to indemnify, defend, and hold harmless any Released Party for their own gross negligence or willful misconduct.

**8.10 Waiver of Consequential Damages.** Neither the Grantor nor the Association shall be liable to any Owner for, and each Owner releases the Grantor and the Association from, any form of indirect, special, punitive, exemplary, incidental, consequential, or similar costs, expenses, damages, or losses.

## **ARTICLE 9 ASSESSMENTS**

**9.1 Covenant to Pay Assessments.** By acceptance of a deed to any Condominium, each Owner covenants and agrees to pay when due (without deduction, setoff, abatement of counterclaim of any kind whatsoever) all Assessments or charges made against such Owner or such Owner's Condominium pursuant to the Condominium Documents. Assessments against a Condominium shall be a continuing lien on such Condominium until paid, whether or not ownership of such Condominium is transferred. Assessments against a Condominium are also the personal obligation of the Owner of the Condominium when the Assessment becomes due and payable. Such personal obligation shall remain with such Owner regardless of whether such Owner remains the owner of the Condominium. Delinquent Assessments related to a Condominium shall not pass to such Owner's successors in title unless expressly assumed by them. Such Assessments and charges, together with interest, costs and reasonable attorneys' fees, which may be incurred in collecting the same, shall be a charge on the Condominium and shall be a continuing lien upon the Condominium against which each such Assessment or charge is made. The due date, manner and method of payment shall be as set forth in this Declaration or as established by the Board from time to time.

**9.2 Rate of Assessment.** Except as otherwise provided herein, all Owners shall be responsible for Regular Assessments and Special Assessments levied by the Association in proportion to their Percentage Ownership. Owners shall be responsible for Limited Assessments levied by the Association, as set forth in Section 9.5.

### **9.3     Regular Assessments.**

9.3.1     Purpose of Regular Assessments. The proceeds from Regular Assessments are to be used to pay for all costs and expenses incurred by the Association, including attorneys' fees and other professional fees, for the conduct of its affairs as provided in this Declaration (including without limitation Article 8 hereof) and other Condominium Documents, including without limitation the costs and expenses of construction, improvement, protection, maintenance, repair, management and operation of the Common Area and furnishing utility services, including water, sewer, gas, geothermal systems, trash and electricity and other common services to the Common Area, and each Condominium (if not separately metered), insurance, and any deficit remaining from previous periods (collectively the "**Expenses**"). "Expenses" shall also include and an amount to fund adequate reserves for repairs, replacement, maintenance, and improvement of those elements of the Common Area, or other property of the Association that must be replaced and maintained on a regular basis, and for extraordinary operating expenses, contingent risks or liabilities (such as indemnification and defense expenses), capital repairs, capital replacements, and any other expenses for which the Board, in its reasonable opinion, deems prudent to fund a reserve. If not already separately metered, the Board reserves the right to separately meter utility services provided to each Condominium, and in such event the Owner of the Condominium shall be fully responsible for the costs of providing utilities for the Owner's individual use.

9.3.2     Computation of Allocation for Regular Assessments. Unless otherwise determined by the Board, the Association shall compute and forecast the amount of its Expenses and Regular Assessments on an annual basis. The computation of Regular Assessments shall take place not less than thirty (30) nor more than sixty (60) days before the beginning of each fiscal year of the Association, unless a change in the Members or other circumstance makes it impracticable to compute the Regular Assessments in that timeframe. In such event, the Owners shall be immediately notified upon completion of such computation. Notwithstanding the foregoing, the computation of Regular Assessments shall be completed in good faith and shall be valid upon completion. The computation of the Regular Assessments for the period from the recordation of this Declaration until the beginning of the next fiscal year shall be reduced by an amount which fairly reflects the fact that such period was less than one year. The Board shall have the exclusive right to approve any Assessment under this Article 9.

Except as provided herein, Regular Assessments shall be levied by the Association against Condominiums in proportion to their percentage ownerships in the Common Area as set forth on Exhibit D. Certain Expenses which exist only for the benefit of or only to serve a single Condominium or group of Condominiums (but not all Condominiums) shall only be levied against the Owners thereof in proportion to their percentage ownerships, as among each other, as set forth on Exhibit D.

**9.4     Special Assessments.** In the event that the Board shall determine that the Regular Assessment for a given calendar year is or will be inadequate to meet the Expenses of the Association for any reason, including, without limitation, costs of construction, reconstruction, unexpected repairs or replacement of improvements upon the Common Area, attorneys' fees and/or litigation costs, other professional fees, or for any other reason, the Board shall determine the approximate amount necessary to defray such Expenses and levy a Special Assessment for

such amount. The Board shall, in its discretion, determine the schedule under which such Special Assessment will be paid. If such Special Assessment shall affect more than one Condominium or group of Condominiums (but not all Condominiums), the Owners of the affected Condominiums shall pay those costs associated solely with their Condominiums in proportion to their Percentage Ownerships, while all Owners shall share such costs associated with the Common Area in proportion to their respective Percentage Ownerships.

**9.5 Limited Assessments.** Notwithstanding the above provisions with respect to Regular Assessments and Special Assessments, the Association may levy a Limited Assessment against an Owner: (a) for any fines (in accordance with Section 8.7.17 hereof), fees or charges levied against the Owner under the Condominium Documents; (b) to reimburse the Association for any costs incurred to bring the Owner's Condominium or any improvements therein into compliance with the Condominium Documents; (c) to reimburse the Association for any damages caused by an Owner or such Owner's Tenants, Occupants, invitees, or licensees to any Common Area or improvements or other property owned or maintained by the Association; and (d) for the cost of providing any goods or services under the Condominium Documents that benefit such Owner or Owner's Condominium, but less than all Owners or all Owners' Condominiums. If such Limited Assessment shall affect more than one Condominium, but not all Condominiums, the Owners of the effected Condominiums shall pay those costs associated solely with their Condominiums in proportion to their percentage ownership, as among each other, while all Owners shall share such costs associated with the Common Area in proportion to their respective Percentage Ownerships.

**9.6 Notice and Assessment Due Date.** Unless the Board establishes a different schedule for the payment of Regular Assessments, monthly installments of the Regular Assessments shall be paid on or before the 1<sup>st</sup> of each month. The Board shall, in its reasonable discretion, determine the schedule under which Assessments (other than Regular Assessments) will be paid. If not paid within five (5) days after the due date, a one-time late charge equal to ten percent (10%) of the Regular Assessment shall be charged to the Owner. Each Assessment, other than a Regular Assessment, shall become delinquent if not paid within ten (10) days after the date of notice thereof to the Owner. If all or any part of an Assessment is not paid within five (5) days after its due date, then: (a) the delinquent Owner shall pay to the Association a late payment charge equal to 5% of the delinquent amount; and (ii) interest shall accrue on the delinquent amount at the rate of twelve percent (12%) per annum until paid in full. In the event an Owner's payment is returned for any reason, such Owner shall pay to the Association an administrative fee in an amount set by the Board and thereafter the Association shall have the right to require future Assessments due from such Owner to be paid in the form of a cashier's check, certified check, or other form of immediately collectible funds acceptable to the Association in the Board's discretion.

## **ARTICLE 10 ENFORCEMENT OF ASSESSMENTS; LIENS**

**10.1 Right to Enforce.** The Association has the right to collect and enforce its Assessments, including any late charges and/or interest accrued thereon pursuant to the provisions hereof. Each Owner shall be deemed to covenant and agree to pay each and every Assessment provided for in this Declaration, including any late charges and/or interest accrued thereon, and agrees to the enforcement of all Assessments in the manner herein specified. In the event an attorney or attorneys are employed for the collection of any Assessment, whether by suit or

otherwise, or to enforce compliance with or specific performance of the terms and conditions of this Declaration, each Owner agrees to pay (and agrees that the lien may include) reasonable attorneys' fees and costs, including the costs and expenses for any lien releases, in addition to any other relief or remedy obtained against such Owner. The Board or its authorized representative may enforce the obligations of the Owners to pay such Assessments by commencement and maintenance of a suit at law or in equity, or the Board may exercise the power of foreclosure and sale pursuant to this Section to enforce the liens created pursuant to this Section. A suit to recover a money judgment for an unpaid Assessment shall be maintainable without foreclosing or waiving the lien hereinafter provided.

**10.2 Assessment Liens.** There is hereby created a claim of lien with power of sale on each and every Condominium to secure payment of any and all Assessments levied against such Condominium pursuant to this Declaration together with interest thereon at the maximum rate permitted by law and all costs of collection which may be paid or incurred by the Association making the Assessment in connection therewith, including reasonable attorneys' fees. All sums assessed in accordance with the provisions of this Declaration shall constitute a lien on such respective Condominium upon recordation of claim of lien with the Blaine County Recorder, which claim of lien shall be the "notice of assessment" described in the Act. Each delinquency shall constitute a separate basis for a claim of lien, but any number of defaults may be included within a single claim of lien. Such claim of lien may be foreclosed in any manner permitted by Applicable Law. Upon payment of such lien in full, the Association shall prepare and record a release of such claim of lien.

**10.3 Method of Foreclosure.** To the extent permitted by law, such lien may be foreclosed by appropriate action in court or by sale by the Association, its attorney or other Person authorized to make the sale. Such sale shall be conducted in accordance with the provisions of the Idaho Code applicable to the exercise of powers of sale in deeds of trust or any other manner permitted by Applicable Law. The Board is hereby authorized to appoint its attorney, any officer or director of the Association, or any title company authorized to do business in Idaho as trustee for the purpose of conducting such power of sale or foreclosure.

**10.4 Required Notice.** No action may be brought to foreclose the claim of lien provided for herein, whether judicially, by power of sale, or otherwise, until the expiration of thirty (30) days after a copy of such notice of claim of lien has been deposited in the United States mail, certified or registered, postage prepaid, to the Owner described in such notice of assessment, and to the Person in possession of such Condominium(s).

**10.5 Subordination.** Upon recordation of a claim of lien for delinquent Assessments in accordance with Applicable Law, such lien shall be prior and superior to all other liens or claims created subsequent to the recordation of the claim of lien except for: (a) liens which, by law, would be superior thereto; and (b) the lien of a first priority Mortgage given and made in good faith and for value that is of record as an encumbrance against such Condominium prior to the recordation of a claim of lien for the Assessments. Except as expressly provided in this Section 10.5, the sale or transfer of any Condominium shall not affect the lien provided for herein, nor the creation thereof by the recordation of a claim of lien, on account of the Assessments becoming due whether before, on, or after the date of such sale or transfer, nor shall such sale or transfer diminish or



defeat the personal obligation of any Owner for delinquent Assessments as provided for in this Declaration.

**10.6 Grantor Exemption.** Grantor is exempt from Assessments as set forth in Section 18.4.

## **ARTICLE 11 RIGHTS TO COMMON AREAS**

**11.1 Use of Common Area.** Every Owner shall have a nonexclusive right and easement to use the Common Area (exclusive of Limited Common Area) and an exclusive or semi-exclusive right to use Limited Common Area designated for exclusive or semi-exclusive use by the Owner, which shall be appurtenant to and shall pass with the title to every Condominium, subject to the following provisions:

11.1.1 Assessments. The rights of the Association to levy Assessments as provided herein and the payment by an Owner of all such Assessments;

11.1.2 Voting. The right of the Association to suspend the voting rights and rights to use of, or interest in Common Area by an Owner for any period during which any Assessments or charges against such Owner's Condominium remains unpaid;

11.1.3 Dedication or Transfer. The right of the Association to dedicate or transfer all or any part of Common Areas to any public agency, authority or utility for such purposes and subject to such conditions as may be agreed to by the Members. No dedication or transfer shall be effective unless an instrument verifying is executed and recorded by the Association verifying that such dedication or transfer has been approved by: (a) the vote or written consent of Owners representing more than fifty percent (50%) of the total voting power in the Association, and (b) more than fifty percent (50%) of all Mortgagees; and

11.1.4 Association Rules. The right of the Association to establish and enforce such Association Rules as the Association deems proper regarding the Project and use of Common Area.

**11.2 Delegation of Right to Use.** Any Owner may delegate in accordance with the respective Condominium Documents, such Owner's reasonable right to the use and enjoyment of the Common Area to such Owner's Tenants, Occupants, invitees, or licensees.

**11.3 Damages.** To the extent permitted by law, each Owner shall be liable for expenses for corrective action necessitated by violation of the Declaration or Association Rules or for any damage to such Common Area which may be sustained by reason of such Owner's Tenants, Occupants, invitees, or licensees. In the case of joint ownership of a Condominium, the liability of such Owners shall be joint and several. The cost of corrective action shall be assessed as an Assessment against the Condominium and may be collected as provided herein for the collection of other Assessments.

## ARTICLE 12 MECHANIC'S LIEN RIGHTS

No labor performed or services or materials furnished with the consent of or at the request of an Owner or such Owner's agent, contractor or subcontractor shall be the basis for the filing of a lien against the Condominium of any other Owner or against any part thereof, or against any other property of any other Owner, unless such other Owner has expressly consented to or requested in writing the performance of such labor or furnishing of such materials or services. Such express written consent shall be deemed to have been given by the Owner of any Condominium in the case of emergency corrective action undertaken by the Association. Labor performed or services or materials furnished for the Property if duly authorized by the Association shall be deemed to be performed or furnished with the express consent of each Owner. Any Owner may remove his/her Condominium from a lien against two or more Condominiums or any part thereof by payment of sums secured by such lien which is attributable to such Owner's Condominium.

## ARTICLE 13 INSURANCE

**13.1 Types of Insurance.** The Association shall obtain and keep in full force and effect at all times such bonds and insurance as may be required by Applicable Law and such further insurance as the Board deems necessary or prudent, including casualty insurance for any property or improvements owned or maintained by the Association, public liability insurance related to the Association's operations and the use of the Common Area, directors and officers liability coverage, automobile insurance, worker's compensation insurance and fidelity bonds. Unless otherwise authorized by the Board, the Association shall procure at least the following insurance policies to the extent such policies are available on commercially reasonable terms:

13.1.1 Casualty Insurance. The Association shall obtain and maintain a "bare walls" insurance on the Project and other property owned by the Association in such amounts as shall provide for full replacement thereof, including, but not limited to, those costs associated with rebuilding, design, any required permits, legal fees, and any other fees associated with the replacement of the Project, in the event of damage or destruction from the casualty against which such insurance is obtained. Such insurance shall include fire and extended coverage, vandalism and mischief, and such other risks and hazards against which the Board deems appropriate to provide insurance protection. The Association may comply with the above requirements by the purchase of blanket coverage and may elect such "deductible" provisions as the Board, in its reasonable opinion, deems consistent with good business practice. The Association's policy of casualty insurance does not insure individual Units or the betterments or improvements made thereto (including without limitation cabinets, countertops, sinks, floor coverings, paint, attached fixtures, utility systems serving only the Unit, and the like) or the personal property or other contents thereof, all of which shall be insured by the Unit Owner pursuant to Section 13.4 hereof.

13.1.2 Commercial General Liability Insurance. The Association shall and maintain a policy of commercial general liability insurance covering the activities of the Association, its Board, employees, and agents and have a combined single limit of not less than \$2,000,000 per person and per occurrence and property damage liability insurance with a limit of not less than \$2,000,000 per accident or occurrence.

13.1.3 Workers Compensation and Employer's Liability Insurance. The Association shall cause the Management Company to purchase and maintain workers compensation and employer's liability insurance and all other similar insurance in respect to employees of the Association in the amounts and in the forms now or hereafter required by Applicable Law.

13.1.4 Directors' and Officers' Liability Insurance. Full coverage directors' and officers' liability insurance with a limit of at least Two Hundred Fifty Thousand Dollars (\$250,000) for the directors and officers of the Association. In addition, the Association shall cause the Management Company to purchase, in such amounts and in such form as the Board shall deem appropriate, coverage against liability on account of the Management Company's dishonesty of employees, officers and directors; destruction or disappearance of money or securities; and forgery.

13.1.5 Other. The Association may obtain insurance against such other risks, of a similar or dissimilar nature, including errors and omissions insurance for the actions of the Board, as it shall deem appropriate with respect to the Project, including any personal property of the Association located thereon.

**13.2 Form.** Casualty insurance on the Project shall be carried in a form or forms naming the Association as the insured as trustee for the Owners, which policy or policies shall specify the interest of each Owner (Owner's name, Unit number, and the appurtenant undivided interest in the Common Area) and which policy or policies shall provide a standard loss payable clause providing for payment of insurance proceeds to the Association as trustee for the Owners and for the respective first priority Mortgagees of Owners which from time to time shall give notice to the Association of such Mortgages, such proceeds to be used in accordance with this Declaration. Each policy shall also provide that it cannot be canceled by either the insured or the insurance company until after thirty (30) days' prior written notice is first given to each Owner and to each first priority Mortgagee requesting such notice. The Association shall furnish to each Owner and to Grantor a true copy of such policy together with a certificate identifying the interest of the Owner. All policies of insurance shall provide that the insurance thereunder shall be invalidated or suspended only in respect to the interest of any particular Owner guilty of breach of warranty, act, omission, negligence or noncompliance with any provision of such policy, including payment of the insurance premium applicable to that Owner's interest or who permits or fails to prevent the happening of any event, whether occurring before or after a loss, which under the provisions of such policy would otherwise invalidate or suspend the entire policy. All policies of insurance shall provide further that the insurance under any such policy as to the interest of all other insured Owners not guilty of any such act or omission, shall not be invalidated or suspended and shall remain in full force and effect.

The commercial general liability policy shall name Grantor, the Management Company, and the Association as the insured, with the Association as trustee for the Owners, and shall protect each Owner against liability for acts of the Association in connection with the ownership, operation, maintenance, or other use of the Project.

**13.3 Insurance Proceeds.** The Association shall receive the proceeds of any casualty insurance payments received under policies obtained and maintained pursuant to this Section and

as provided in Article 14 hereof. In the event: (a) Owners representing eighty percent (80%) or more of the total voting power in the Association; and (b) more than fifty percent (50%) of all first priority Mortgagees elect not to rebuild the Project, the insurance proceeds shall be distributed to the Owners based on the ownership percentage of each Owner at the time of the casualty.

**13.4 Owner's Own Insurance.** Each Owner shall obtain and maintain at its own expense, insurance providing coverage in the event of damage or destruction to the Owner's Unit, regardless of the cause of such damage or destruction, and covering such other risks as Owner may deem appropriate. The foregoing insurance shall be in such amounts as shall provide for full replacement of the Owner's Unit, including all betterments and improvements made to thereto (including cabinets, countertops, sinks, floor coverings, paint, attached fixtures, and the utility systems serving only the Unit), and all personal property located therein and the contents thereof. Each Owner shall also obtain and maintain liability insurance covering all occurrences commonly insured against death, bodily injury, and property damage, with a per limit occurrence of not less than \$500,000.00 and an annual aggregate limit of not less than \$1,000,000.00, arising out of or in connection with the use, ownership, or maintenance of the Owner's Unit. All policies carried by each Owner pursuant to this Section 13.4 shall: (a) name the Association and the Grantor as additional insureds with rights to enforce; (b) be without contribution with respect to any insurance maintained by the Association for the benefit of all Unit Owners; and (c) provide that the insurer waives any and all rights of subrogation as against the Association, the Grantor, each other Owner.

**13.5 Mutual Waiver of Subrogation Rights.** Whenever: (a) any loss, cost, damage, or expense resulting from fire, explosion, or any other casualty or occurrence is incurred by either by the Grantor, Association, or Owner, or anyone claiming by, through, or under the Grantor, Association, or Owner in connection with the Project; and (b) the Grantor, Association, or such Owner is then covered or required to be covered under this Declaration to be so insured in whole or in part by insurance with respect to such loss, costs, damage, or expense, then the party so insured (or so required) hereby releases the other parties from any liability said other parties may have on account of such loss, costs, damage, or expense to the extent of any amount recovered by reason of such insurance (or which could have been recovered had such insurance been carried as so required) and waives any right of subrogation which might otherwise exist in or accrue to any Person on account thereof, provided that such release of liability and waiver of the right of subrogation shall not be operative in any case where the effect thereof is to invalidate such insurance coverage. Grantor, the Association, and each Owner shall obtain and furnish evidence to the other Party of the waiver by its insurance carrier(s) of any right of subrogation.

## **ARTICLE 14 CASUALTY, DAMAGE OR DESTRUCTION**

**14.1 Affects Title** Title to each Condominium is hereby made subject to the terms and conditions hereof, which bind the Grantor and all subsequent Owners, whether or not it is expressed in the deed by which any Owner acquires a Condominium.

**14.2 Association As Agent.** All of the Owners irrevocably constitute and appoint the Association their true and lawful attorney-in-fact in their name, place and stead for the purpose of dealing with their Condominium upon the Condominium's damage or destruction as hereinafter provided. Acceptance by any grantee of a deed from the Grantor or from any Owner shall constitute such appointment.

**14.3 General Authority of Association.** As attorney-in-fact, the Association shall have full and complete authorization, right and power to make, execute and deliver any contract, deed, or other instrument with respect to the interest of an Owner which may be necessary or appropriate to exercise the powers herein granted. Repair and reconstruction of the improvements as used in succeeding Sections means restoring the Condominiums, including the site improvements, equipment and facilities therein, to substantially the same condition in which it existed prior to damage, with each Unit and the Common Area having substantially the same vertical and horizontal boundaries as before. The proceeds of any insurance collected shall be available to the Association for the purpose of repair or reconstruction unless: (a) Owners representing eighty percent (80%) or more of the total voting power in the Association; and (b) more than fifty percent (50%) of all first priority Mortgagees agree not to rebuild in accordance with the provisions set forth hereinafter.

**14.4 Estimate of Costs.** As soon as practicable after an event causing damage to, or destruction of, any part of the Project, the Association shall obtain estimates that it deems reliable of the costs of repair or reconstruction of that part of the Project damaged or destroyed.

**14.5 Repair or Reconstruction.** As soon as practicable after receiving these estimates, the Association shall diligently pursue to completion the repair or construction of that part of the Project damaged or destroyed. The Association may take all necessary or appropriate action to effect repair or reconstruction, as attorney-in-fact for the Owners, and no consent or other action by any Owner shall be necessary in connection therewith. Such repair or reconstruction shall be in accordance with the original plans and specifications of the Project or may be in accordance with any other plans and specifications the Association may approve, provided that in such latter event the number of cubic feet and the number of square feet of any Unit may not vary by more than five percent (5%) from the number of cubic feet and the number of square feet for such Unit as originally constructed pursuant to such original plans and specifications without the written consent of all affected Owners, and the location of the Units shall be substantially the same as prior to damage or destruction.

**14.6 Funds for Reconstruction.** The proceeds of any insurance collected shall be available to the Association for the purpose of repair or reconstruction. If the proceeds of the insurance are insufficient to pay the estimated or actual cost of such repair or reconstruction, the Association, pursuant to Section 9.4 hereof, may levy in advance a Special Assessment sufficient to provide funds to pay such estimated or actual costs of repair or reconstruction. Such Special Assessments shall be allocated and collected as provided in that Section. Further levies may be made in like manner if the amounts collected prove insufficient to complete the repair or reconstruction.

**14.7 Disbursement of Funds for Repair or Reconstruction.** The insurance proceeds held by the Association and the amounts received from the assessments provided in Section 14.6 constitute a fund for the payment of costs of repair and reconstruction after casualty. It shall be deemed that the first money disbursed in payment for the cost of repair or reconstruction shall be made from insurance proceeds; if there is a balance after payment of all costs of such repair or reconstruction, such balance shall be distributed to the Owners requiring repair and/or reconstruction of such Owner's Unit in proportion to the contributions by such Owner pursuant to the assessments by the Association under Section 14.6 of this Declaration.

**14.8 Decision not to Rebuild.** If eighty percent (80%) or more of the Owners and more than fifty percent (50%) of the first priority Mortgagees agree not to rebuild, the Project shall be sold. All insurance proceeds and all sale proceeds shall be apportioned among the Owners according to their Percentage Ownerships; and such apportioned proceeds shall be paid into separate accounts, each such account representing one (1) Condominium. Each such account shall remain in the name of the Association, and shall be further identified by the Condominium designation and the name of the Owner. From each separate account the Association, as attorney in fact, shall use and disburse the total amount of such accounts without contribution from one account to the other, first to Mortgagees and other lienors in the order of priority of their Mortgages and other liens, and the balance remaining to each respective Owner.

## **ARTICLE 15 CONDEMNATION**

**15.1 Consequences of Condemnation.** If at any time or times during the continuance of the condominium ownership regime pursuant to this Declaration, all or any part of the Project shall be taken or condemned by any public authority or sold or otherwise disposed of in lieu of or in avoidance thereof, the following provisions of this Section shall apply.

**15.2 Proceeds.** All compensation, damages, and other proceeds therefrom, the sum of which is hereinafter called the “**Condemnation Award**,” shall be payable to the Association.

**15.3 Complete Taking.** In the event that all of the Units are taken or condemned, or sold or otherwise disposed of in lieu of or in avoidance thereof, the condominium ownership regime pursuant hereto shall terminate. The Condemnation Award shall be apportioned among the Owners according to their respective Percentage Ownerships, provided that if a standard different from the value of the Condominiums as a whole is employed to measure the Condemnation Award in the negotiation, judicial decree or otherwise, then in determining such shares the same standard shall be employed to the extent it is relevant and applicable.

On the basis of the principle set forth in this Section 15.3, the Association shall, as soon as practicable, determine the share of the Condemnation Award to which each Owner is entitled and pay such amounts as soon as practicable.

**15.4 Partial Taking.** In the event that less than all of the Units are taken or condemned, or sold or otherwise disposed of in lieu of or in avoidance thereof, the condominium ownership regime hereunder shall not terminate. Each Owner shall be entitled to a share of the Condemnation Award to be determined in the following manner: As soon as practicable the Association shall, reasonably and in good faith, allocate the Condemnation Award between compensation, damages or other proceeds and shall apportion the amounts so allocated among the Owners as follows:

**15.4.1 Allocation to Common Area.** The total amount allocated to taking of or injury to the Common Area shall be apportioned among the Owners according to their respective Percentage Ownerships;

**15.4.2 Allocation to Condominiums.** The total amount allocated to severance damages shall be apportioned to those Condominiums which were taken or condemned as follows: (a) the respective amounts allocated to the taking of or injury to a particular Unit and/or improvements an Owner has made within the Owner’s own Unit shall be apportioned to the

particular Unit involved; and (b) the total amount allocated to consequential damages and any other takings or injuries shall be apportioned as the Board, in its reasonable opinion, determines to be equitable in the circumstances. If an allocation of the Condemnation Award is already established in negotiation, judicial decree, or otherwise, then in allocating the Condemnation Award the Association shall employ such allocation to the extent it is relevant and applicable.

**15.5 Reorganization.** In the event a partial taking results in the taking of a complete Unit, then, upon the distribution of such Owner's apportioned proceeds, the Owner thereof automatically shall cease to be a member of the Association. Thereafter the Association shall re-allocate the ownership, voting rights and assessment ratio determined in accordance with this Declaration according to the same principles employed in this Declaration at its inception and shall submit such re-allocation to the remaining Owners for approval and amendment of this Declaration as provided in Section Error! Reference source not found. hereof.

**15.6 Reconstruction and Repair.** Any reconstruction and repair necessitated by condemnation shall be governed by the procedures specified in Article 14.

## **ARTICLE 16 DISCLAIMERS, WAIVERS, AND ACKNOWLEDGMENTS**

**16.1 Disclaimer and Waiver of Warranties.** Without limiting any other provision in this Declaration, by acceptance of deed to a Condominium, each Owner shall conclusively be deemed to understand, and to have acknowledged and agreed to, all of the following:

16.1.1 That Grantor hereby disclaims any and all warranties, express and implied, including without limitation the implied warranty of habitability and the implied warranty of fitness for a particular purpose, and by acceptance of a deed to a Condominium, each Owner waives and releases Grantor with respect to any such warranties;

16.1.2 That the Project is or may be located within or nearby certain airplane flight patterns, and/or subject to levels of airplane traffic noise; and that Grantor hereby specifically disclaims any and all representations and warranties, express and implied, arising from or relating to airplane flight patterns, and/or airplane traffic noise; and each Owner hereby waives and releases Grantor from any and all claims arising from or relating to airplane flight patterns or airplane traffic noise;

16.1.3 That the Project is or may be located adjacent to or nearby roadways and subject to levels of traffic thereon, and to noise, dust, and other nuisances arising from such roadways and levels of traffic; that Grantor hereby specifically disclaims any and all representations and warranties, express and implied, arising from or related to such roadways and levels of traffic thereon, and to noise, dust, and other nuisances arising from such roadways and levels of traffic; and each Owner hereby waives and releases Grantor from any and all claims arising from or related to roadways and levels of traffic thereon, and to noise, dust, and other nuisances arising from such roadways and levels of traffic;

16.1.4 That construction and installation of improvements by Grantor or other Owners, or third parties, may involve the operation of noisy equipment, generate dust, and may impair or eliminate the view, if any, of or from any Unit and/or Common Areas; and each Owner hereby waives and releases Grantor from any and all claims arising from or relating to such

construction and installation, view impairment or elimination including but not limited to, any claims for nuisance or health hazards;

16.1.5 That construction is an industry inherently subject to variations and imperfections, and items that do not materially affect safety or structural integrity shall be deemed “**Expected Minor Flaws**” (including, but not limited to: reasonable wear, tear or deterioration; shrinkage, swelling, expansion or settlement; squeaking, peeling, chipping, cracking, or fading; touch-up painting; minor flaws or corrective work; and like items) and not constructional defects; and that and each Owner hereby waives and releases Grantor from any and all claims arising from or relating to such Expected Minor Flaws; and

16.1.6 That creation of the Project shall not create any presumption, or duty whatsoever of Grantor with regard to security or protection of Person or property within or adjacent to the Project; and each Owner hereby waives and releases Grantor from any and all claims arising from or related to such security or protection, or lack thereof.

16.1.7 That there are no understandings, representations, warranties or promises of any kind that have been made to induce the Owners from owning Units in the Project except as set forth in this Declaration or any other written valid and binding agreement between the Grantor and the Owners, that this Declaration or any other written valid and binding agreement (including without limitation the other Condominium Documents) between the Grantor and the Owners sets forth in full the entire agreement between the parties and governing the Project, and the Owners have not relied on any verbal agreement, statement, representation, warranty or other promises that is not expressed in this Declaration or any other written agreement between the Grantor and the Owners. Except as may be set forth in any written agreement between Owner and Grantor, each Owner has acquired and accepted its Condominium Unit “as is, where is” with all faults.

## **ARTICLE 17 RESOLUTION OF DISPUTES**

**17.1 Agreement to Avoid Litigation.** Grantor, the Association and the Owners agree that it is in their best interests to provide a fair, impartial, and expeditious procedure for the resolution of disputes related to the Condominium Documents instead of costly, lengthy, and unpredictable litigation. Accordingly, Grantor, the Association (including its Board, officers, and committee members), each Owner and any party claiming a right or interest under the Condominium Documents (each, a “**Bound Party**”) agree to encourage the efficient resolution of disputes within the Project without the emotional and financial costs of litigation. Each Bound Party therefore covenants and agrees that all claims, grievances, or disputes arising out of or relating to the interpretation, application, or enforcement of the Condominium Documents or the rights, obligations, or duties of any Bound Party under the Condominium Documents, or any disputes among the Bound Parties relating to the Common Area (each a “**Claim**” and collectively “**Claims**”) shall be subject to the provisions of Section 17.3 unless exempt under Section 17.2. All Claims shall be subject to resolution pursuant to this Article 17 as a condition precedent to the institution or continuation of any legal or equitable proceeding; provided, however, any Bound Party may proceed in accordance with applicable law to comply with any notice or filing deadlines prior to resolution of the Claim



**17.2 Exemptions.** None of the following Claims shall be subject to this Article 17 unless all Bound Parties thereto agree in writing to submit such Claim to the dispute resolution procedures set forth in this Article 17:

17.2.1 Any Claim by the Association against any Bound Party to enforce the obligation to pay any Assessment to the Association under the Condominium Documents;

17.2.2 Any Claim by Grantor or the Association to obtain injunction or equitable relief to enforce any provision of the Condominium Documents;

17.2.3 Any Claim between Owners where the Grantor or the Association are not a party thereto, which Claim would constitute a cause of action independent of the Condominium Documents;

17.2.4 Any Claim in which any indispensable party is not a Bound Party;

17.2.5 Any Claim against a Released Party that would be barred by Section 8.9;

17.2.6 Any Claim which otherwise would be barred by Applicable Law (such as, for example, the applicable statute of limitations); or

17.2.7 Any Claim arising out of or relating to the interpretation, application or enforcement of any purchase, sale or construction agreement with Grantor or any builder related to the construction of improvements within the Project, or the rights, obligations, or duties of any Bound Party under such agreements, it being understood that Applicable Law and the provisions of such agreements shall control the resolution of any claims or disputes related thereto.

### **17.3 Dispute Resolution.**

17.3.1 Direct Discussions. Any Bound Party having a Claim against any other Bound Party shall notify such party(ies) of the Claim in writing, stating plainly and concisely the following: (a) the nature of the Claim; (b) the legal basis of the Claim (i.e., the specific authority out of which the Claim arises); (c) the basic facts supporting the allegations in the Claim; (d) the other Persons involved in the Claim or with personal knowledge of the facts alleged; and (e) the claimant's proposed remedy, including the specific monetary amounts (if any) demanded. The Bound Parties to the Claim shall make reasonable efforts to meet in person to resolve the Claim by good faith discussions and negotiations – it being understood that the best opportunity to achieve a fair and satisfactory resolution to a Claim is ordinarily through early discussions and negotiations held in good faith.

17.3.2 Dispute Resolution. If the Bound Parties to a Claim are unable to resolve the Claim through direct discussions within a reasonable time, either Bound Party may submit the Claim to the Board for assistance in resolving the Claim. In such event, the Board may, by notice to each Bound Party to the Claim within thirty (30) days of its receipt of a request for assistance, do any of the following. If the Board fails to notify the Bound Parties within thirty (30) days of its receipt of a request for assistance, the Board will be deemed to have elected to exempt the Claim from this Article 17.

17.3.2.1 Order the Bound Parties to continue direct discussions and negotiations for a period of up to thirty (30) days. If the Claim is not resolved in such period, any Bound Party may request the Board's further assistance to resolve the Claim;

17.3.2.2 Order the Bound Parties to mediate the Claim with an independent real estate attorney, real estate professional, or judge selected by the Board. The mediator shall set the rules of the mediation. Any party to the mediation can invite additional parties to the mediation if the presence of such additional party is required for a complete resolution of any Claim. The parties shall share the mediator's fee and any filing fees equally. Unless otherwise agreed, the mediation shall be held within thirty (30) days of the order for mediation and shall be held in a neutral location near the Project selected by the mediator. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof. If the mediation does not resolve the Claim, the Bound Parties may proceed to litigation of the Claim in any court of competent jurisdiction;

17.3.2.3 Order the Bound Parties to settle the Claim through arbitration by a single arbitrator conducted in accordance with the Idaho Uniform Arbitration Act (Idaho Code, Title 7, Chapter 9) except as otherwise provided herein. The arbitrator shall be any independent real estate attorney or judge appointed by the Board. The arbitrator shall set the rules of the arbitration. The arbitrator may, in its discretion, order parties to produce documents relevant to the dispute and may order written discovery and depositions (but with care to avoid burdensome discovery or depositions). The arbitrator shall endeavor to hold the arbitration at mutually convenient times and locations; provided, however, the arbitrator shall endeavor to complete the arbitration within forty-five (45) days after appointment of the arbitrator. The parties shall bear their own attorneys' fees (if any) and share the arbitrator's fees equally; provided, however, the arbitrator may award costs, arbitrator's fees and attorneys' fees to the substantially prevailing party. The arbitrator's award shall be final, and judgment may be entered upon it in accordance with Applicable Law in any court having jurisdiction thereof

17.3.2.4 If the Claim is within the jurisdiction of the Small Claims Department of the Magistrate Division (currently, monetary claims for \$5,000 or less), order a Bound Parties to file such Claim exclusively therein;

17.3.2.5 Elect to exempt the Claim from this Article 17, at which time the Bound Parties are free to exercise any right or remedy in accordance with Applicable Law.

If the Board fails to notify the Bound Parties within thirty (30) days of its receipt of a request for assistance, the Board shall be deemed to have elected to exempt the Claim from this Article 17.

17.3.3 Enforcing Resolutions. If the Bound Parties resolve any Claim through mediation or arbitration pursuant to this Article 17 and any Bound Party thereafter fails to abide by the terms of such resolution (i.e., settlement agreement or arbitrator's award), then any other Bound Party may take any legal or other action to enforce such settlement agreement or arbitrator's award without the need to comply again with the procedures set forth in this Article 17. In such event, the Bound Party taking action to enforce the resolution shall be entitled to recover from any non-complying Bound Party all costs and attorneys' fees reasonably incurred in such enforcement.

## ARTICLE 18 INITIAL DEVELOPMENT PERIOD

**18.1 Project Management.** Each Owner recognizes that the Project will require a high level of knowledge, effort, judgment, diligence, and attention during the Initial Development Period, and that level is beyond what can reasonably be expected from Project volunteers. Accordingly, each Owner agrees that it is in the best interest of the Project for Grantor to have full management authority for the Project during the Initial Development Period, including the sole and exclusive right to appoint, remove, and replace directors of the Board, and to fill vacancies on the Board, at any time and from time-to-time in Grantor's sole discretion by virtue of its voting rights as the Class B Member.

**18.2 Grantor Exemptions.** Grantor may, from time-to-time in Grantor's discretion and without first seeking or obtaining the approval of Association:

18.2.1 Make modifications or improvements to the Common Area as Grantor deems appropriate, and may also may modifications or improvements to any Unit prior to the conveyance thereof as Grantor deems appropriate;

18.2.2 Place or authorize signs of such size, design, and number as Grantor deems appropriate for the initial development of the Project, including signs to identify the Project, display information pertaining to the Project, display information or instructions to builders, advertise Condominiums for sale (including sale events and open houses), and to advertise Project elements or events;

18.2.3 Use or allow any third party to use any Condominium as a model home, sales office, or construction office;

18.2.4 Place or authorize portable or temporary structures upon the Common Area of the Project, and otherwise allow the Common Area to be used as a construction storage yard; or

18.2.5 Establish or reserve such additional covenants, conditions, restrictions, or easements on any Condominium prior to conveyance thereof as Grantor deems necessary or convenient for the development of the Condominium or Project.

**18.3 Water Rights Appurtenant to Project.** Grantor owns or may own certain water rights which are appurtenant to the Project. Grantor hereby reserves unto itself any and all water rights appurtenant to the Project, and Owners of any and all Condominiums accordingly shall have no right, title, or interest in any of the water or water rights.

**18.4 Grantor's Exemption from Assessments.** If Grantor owns any Condominiums during the first two (2) years following the date Assessments are first assessed against the Owners of Condominiums, Grantor shall not be assessed any Regular Assessments or Special Assessments for any Condominiums owned by Grantor. If Grantor owns at least one Condominium during such period, Grantor shall pay the shortfall, if any, in the operating Expenses of the Association; provided, however, such obligation shall not exceed the amount that the Regular Assessments and Special Assessments that Grantor would otherwise be assessed as an Owner multiplied by the total number of Condominiums owned by Grantor on the date Regular Assessments or Special

Assessments are assessed against the Owners of Condominiums. After the foregoing period, Grantor shall be assessed Regular Assessments and Special Assessments for each Condominium owned by Grantor.

**18.5 Assignment of Grantor's Rights.** Grantor may assign any or all of its rights under the Condominium Documents to any Person in a written instrument(s) that contains the assignee's acceptance of such assignment and agreement to assume any of Grantor's obligations pertaining to the rights assigned, which acceptance and assumption shall be effective upon the recordation of such written instrument(s) recorded in the real property records of Blaine County, Idaho. Grantor shall promptly provide a copy of the recorded instrument to the Association and, thereupon, be released from Grantor's obligations pertaining to the rights assigned and the obligations assumed.

## **ARTICLE 19 TERM**

This Declaration shall be perpetual, subject only to termination at the removal of the Project from the Act in accordance with Applicable Law, which termination must be separately approved and performed in the same manner as removal of the Project from the Act.

## **ARTICLE 20 AMENDMENT**

**20.1 Written Instrument; Recordation.** No amendment or termination of this Declaration will be effective unless in a written instrument, and will not take effect until the amendment or termination is recorded in the Blaine County Recorder's Office.

**20.2 By Grantor During Initial Development Period.** Prior to the termination of the Initial Development Period, Grantor may amend or terminate this Declaration by recording a written instrument setting forth such amendment or termination in the Blaine County Recorder's Office.

**20.3 After the Initial Development Period.** After the expiration of the Initial Development Period, any amendment to this Declaration or termination hereof shall be by a written instrument setting forth such amendment or termination, signed and acknowledged by the president and secretary of the Association certifying and attesting that such amendment or termination has been approved by the vote or written consent of Members representing more than sixty-five percent (65%) of the total voting power in the Association, and the same shall be effective upon the recordation thereof with the Blaine County Recorder's Office.

**20.4 Effect of Amendment.** Any amendment or termination of this Declaration approved in the manner specified above shall be binding on and effective as to all Owners notwithstanding that such Owners may not have voted for or consented to such amendment or termination. Such amendment may add to and increase the covenants, conditions, restrictions, and easements applicable to the Project but shall not prohibit or unreasonably interfere with the allowed uses of such Owner's Condominium which existed prior to the said amendment.

**20.5 Financing Amendments.** Grantor and the Association will each have the power and authority, acting individually or collectively, to amend to this Declaration (including the Financing Rider) by a written instrument setting forth such amendment, if the amendment is

necessary or convenient (in the reasonable opinion of Grantor or the Association) to allow Owners to take full advantage of, or secure the full availability of, any Financing Programs.

**20.6 Mortgagee Protection.** Notwithstanding anything to the contrary in this Declaration, any amendment that may be of a material adverse nature to first-lien Mortgages must be approved by first-lien Mortgagees that represent at least fifty-one percent (51%) of the voting power of Units that are subject to first-lien Mortgages (where each first-lien Mortgagee has one vote per first-lien Mortgage owned). Any Mortgagee will be deemed to have given its implied approval of any amendment proposal if the Mortgagee fails to submit a response to any written proposal for an amendment within sixty (60) days after the Mortgagee receives proper notice of the proposal, provided the notice was delivered by certified or registered mail, with a “return receipt” requested.

**20.7 Mortgage Protection.** Upon written request to the Association from any holder, insurer, or guarantor of any first Mortgage stating its name, address and the Unit number or address of the Unit on which it has its first Mortgage, said holder, insurer, or guarantor of a first Mortgage encumbering a Unit shall be entitled to notice of the following:

20.7.1 Any condemnation or casualty loss that affects either a material portion of a Building or a Unit encumbered by such first Mortgage;

20.7.2 Any sixty (60) day delinquency in the payment of Assessments or charges owed by the Owner of any Unit on which it holds a first Mortgage;

20.7.3 A lapse, cancellation, or material modification of any insurance policy maintained by the Association; and

20.7.4 Any proposed action that requires the consent of a specified percentage of eligible Mortgage holders.

**20.8 Enforcement and Non-Waiver.**

20.8.1 Right of Enforcement. Except as otherwise provided herein, any Owner, the Association, and Grantor shall each have the right to enforce any or all of the provisions of this Declaration against any Condominium or any part or portion of the Project and against the Owners thereof. The failure of any Owner or Occupant to comply with Applicable Law pertaining to the ownership, use, or occupancy of any Condominium or other portion of the Project, or to comply with any provision of the Condominium Documents, is hereby declared a nuisance and gives rise to a cause of action (subject to Article 17) in Grantor, the Association (on its own and/or on behalf of any consenting Owners) and any affected Owner for recovery of damages or for negative or affirmative injunctive relief or both enforce the provisions hereof only as set forth in this Declaration. Each remedy provided herein is cumulative and not exclusive. If any party initiates or defends any legal action or proceeding to interpret or enforce any of the terms of this Declaration, the substantially prevailing party shall be entitled to recover any costs and attorneys’ fees reasonably incurred therein

20.8.2 Non-Waiver. Failure of the Grantor or the Board to insist upon strict compliance with this Declaration or other Condominium Documents, or to exercise any right

contained in such documents, or to serve any notice or to institute any action, shall not be construed as a waiver or a relinquishment of the right to insist on compliance in the future with any term, covenant, condition or restriction. The receipt by the Board of payment of an Assessment from an Owner, with knowledge of a breach by the Owner, shall not be a waiver of the breach. No waiver by the Board of any requirement shall be effective unless expressed in writing and signed for by the Board.

**20.9 Notice; Registration of Mailing Address.** Each Owner shall register such Owner's email address mailing address with the Association and all notices or demands intended to be served upon any Owner shall be sent by United States Mail postage prepaid, addressed in the name of the Owner at such registered mailing address. If an Owner fails to provide the Association with a valid address, all notices shall be sent to that Owner's address on record with the Blaine County Assessor's office. All notices or demands intended to be served upon the Association shall be given by registered or certified mail, postage prepaid, to the address of the Association's registered agent on file with the Idaho Secretary of State. All notices or demands to be served on Mortgagees pursuant hereto shall be sent by either registered or certified mail, postage prepaid, addressed in the name of the Mortgagee at such address as the Mortgagee may have furnished to the Association in writing. Unless the Mortgagee furnishes the Association such address, the Mortgagee shall not be entitled to receive any of the notices provided for in this Declaration. Any notice referred to in this Section shall be deemed given when deposited in the United States mail in the form provided for in this Section.

**20.10 Interpretation.** The provisions of this Declaration shall be liberally construed to effectuate its purpose of creating a uniform plan for the development and operation of the Project. This Declaration shall be construed and governed under the laws of the State of Idaho without regard to its conflicts of law principles, and the following:

20.10.1 Restrictions Construed Together. All of the provisions hereof shall be liberally construed together to promote and effectuate the fundamental concepts of the development of the Project as set forth in the recitals to this Declaration.

20.10.2 Restrictions Severable. Notwithstanding the provisions of the foregoing Section 20.10.1, each of the provisions of this Declaration shall be deemed independent and severable, and the invalidity or partial invalidity of any provision or portion thereof shall not affect the validity or enforceability of any other provision herein.

20.10.3 Singular Includes Plural. Unless the context requires a contrary construction, the singular shall include the plural and the plural the singular; and the masculine, feminine or neuter shall each include the masculine, feminine and neuter. As used herein, the word "including" shall be deemed to be followed by "but not limited to" unless otherwise indicated.

20.10.4 Captions. All captions, titles and the table of contents used in this Declaration are intended solely for convenience of reference and shall not affect that which is set forth in any of the provisions hereof.

20.10.5 **Board Interpretation.** In the event that any provision of this Declaration is deemed ambiguous on any matter, the Board's interpretation such provision shall be given deference so long as the interpretation is not arbitrary or capricious.

**20.11 Owner's Obligations Continue.** All obligations of the Owner under and by virtue of the provisions contained in this Declaration shall continue, notwithstanding that such Owner may have leased, rented or entered a contract of sale of his interest as provided herein, but the Owner of a Condominium shall have no obligation for Assessments or other obligations accruing after the Owner conveys such Condominium.

**20.12 Exhibits.** All exhibits attached hereto are incorporated herein as if set forth in full herein. However, in the event of any conflict between such exhibits and the text of the Declaration, the Declaration shall control.

**20.13 Acknowledgement and Waivers.** All Owners expressly acknowledge that there are no understandings, representations, warranties or promises of any kind that have been made to induce the Owners from owning Units in the Project except as set forth in this Declaration or any other written valid and binding agreement between the Grantor and the Owners, that this Declaration or any other written valid and binding agreement (including without limitation the other Condominium Documents) between the Grantor and the Owners sets forth in full the entire agreement between the parties and governing the Project, and the Owners have not relied on any verbal agreement, statement, representation, warranty or other promises that is not expressed in writing in this Declaration or any other written valid and binding agreement between the Grantor and the Owners. Except as may be set forth in any written agreement between Owner and Grantor, each Owner has acquired and accepted its Condominium Unit "as is, where is" with all faults.

*[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK; SIGNATURE PAGE FOLLOWS.]*







**EXHIBIT A**

**Legal Description of the Property**

**EXHIBIT B**

**Plat of The IDA Building**

**EXHIBIT C**

**Articles of Incorporation**

**EXHIBIT D**

**Proportionate Interest in Common Area**

<b><u>Unit #</u></b>	<b><u>S.F.</u></b>	<b><u>% Ownership in Common Area</u></b>
Unit 101	1514	16.83%
Unit 201	1873	20.82%
Unit 202	1891	21.02%
Unit 301	3717	41.32%
<b>Total</b>	<b>8995</b>	<b>100.00%</b>



City of Ketchum

# **ATTACHMENT B:**

## **Final Plat**

A CONDOMINIUM PLAT SHOWING:  
**THE IDA BUILDING**

A CONDOMINIUM SUBDIVISION OF LOT 6, BLOCK 13, KETCHUM TOWNSITE.  
LOCATED WITHIN SECTION 13, T.4 N., R.17 E., B.M., CITY OF KETCHUM, BLAINE COUNTY, IDAHO

DECEMBER 2023

SCALE: 1" = 20'



LEGEND

- Property Line
- Adjoiner's Lot Line
- Centerline of Right of Way
- Blaine County GIS Tie
- Bldg. Footprint - 1st Floor
- Calculated Point, Not Set (lands on edge of sidewalk)
- Found Aluminum Cap on 5/8" Rebar
- Found 5/8" Rebar, marked as noted
- Found 1/2" Rebar, marked as noted
- Set 5/8" Rebar, PLS 20893
- W.C. Witness Corner

SURVEY NARRATIVE & NOTES

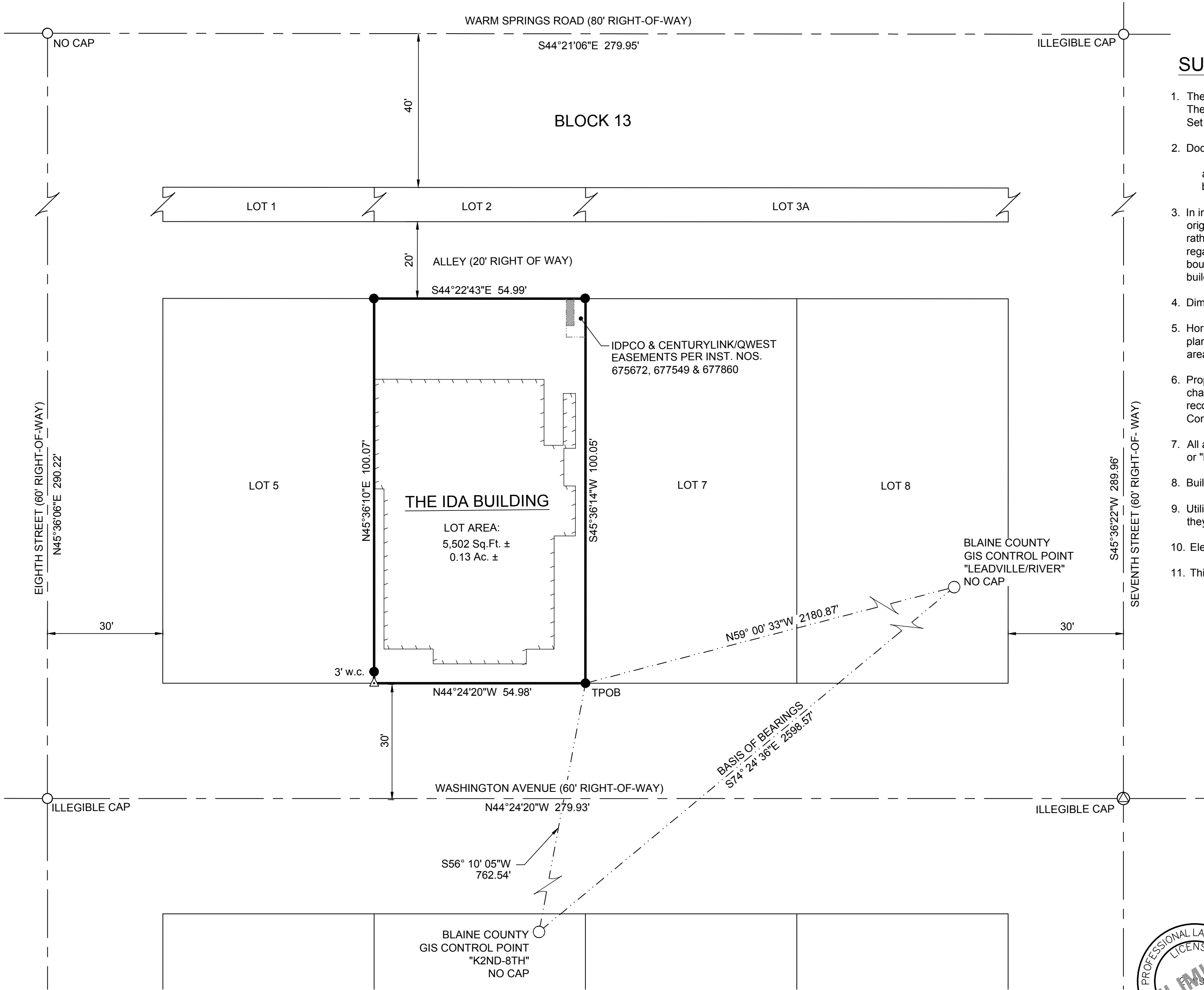
- The purpose of this survey is to create a condominium subdivision within Lot 6, Block 13, Ketchum Townsite. The boundary shown is based on found centerline monuments. All found monuments have been accepted. Set monument locations are per block breakdown and proportioning record distances.
- Documents used in the course of this survey:
  - a. Plat of the Village of Ketchum, Instrument No. 302967.
  - b. Title Report, File No. 23489584, December 7, 2023.
- In interpreting the Declaration, Plat or Plats, and Deeds, the existing physical boundaries of the unit as originally constructed, or reconstructed in lieu thereof, shall be conclusively presumed to be its boundaries rather than the metes and bounds expressed or depicted in the declaration, plat or plats, and/or deeds, regardless of settling or lateral movement of the building and regardless of minor variances between boundaries shown in the declaration, plat or plats, and/or deeds, and the actual boundaries of the units in the buildings.
- Dimensions shown hereon will be subject to slight variations, owing to normal construction tolerances.
- Horizontal or sloping planes shown hereon are top of finished subfloor and bottom of finished ceiling; vertical planes are finished surfaces of interior walls. Some structural members extend into units, limited common areas and parking spaces.
- Property shown hereon is subject to terms, provisions, covenants, conditions, restrictions, easements, charges, assessments and liens provided by applicable Condominium Law or the Condominium Declaration recorded under Instrument No. \_\_\_\_\_, records of Blaine County, Idaho. Consult the Condominium Declarations for the definition of common and limited common area.
- All area outside of units that is not designated as "limited common area", is common area. Areas of "common" or "limited common" are shown by diagram.
- Building ties are to the interior corners of unit walls.
- Utility easements necessary to allow for access and maintenance of utilities serving units other than the unit they are located in are hereby granted by this plat.
- Elevations shown hereon are referenced to NAVD 88 datum.
- This development is subject to the FAR Exceedance Agreement recorded under Instrument No. 689139.

HEALTH CERTIFICATE

Sanitary restrictions as required by Idaho Code Title 50, Chapter 13, have been satisfied. Sanitary restrictions may be reimposed, in accordance with Idaho Code Title 50, Chapter 13, Section 50-1326, by the issuance of a certificate of disapproval.

Dated: \_\_\_\_\_

South Central Public Health District, REHS

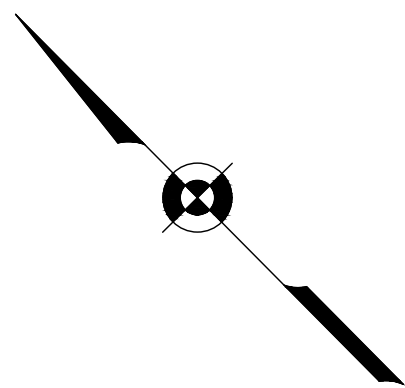


THE IDA BUILDING

LOCATED WITHIN: SECTION 13, T4N, R17E, B.M.,  
CITY OF KETCHUM, BLAINE COUNTY, IDAHO

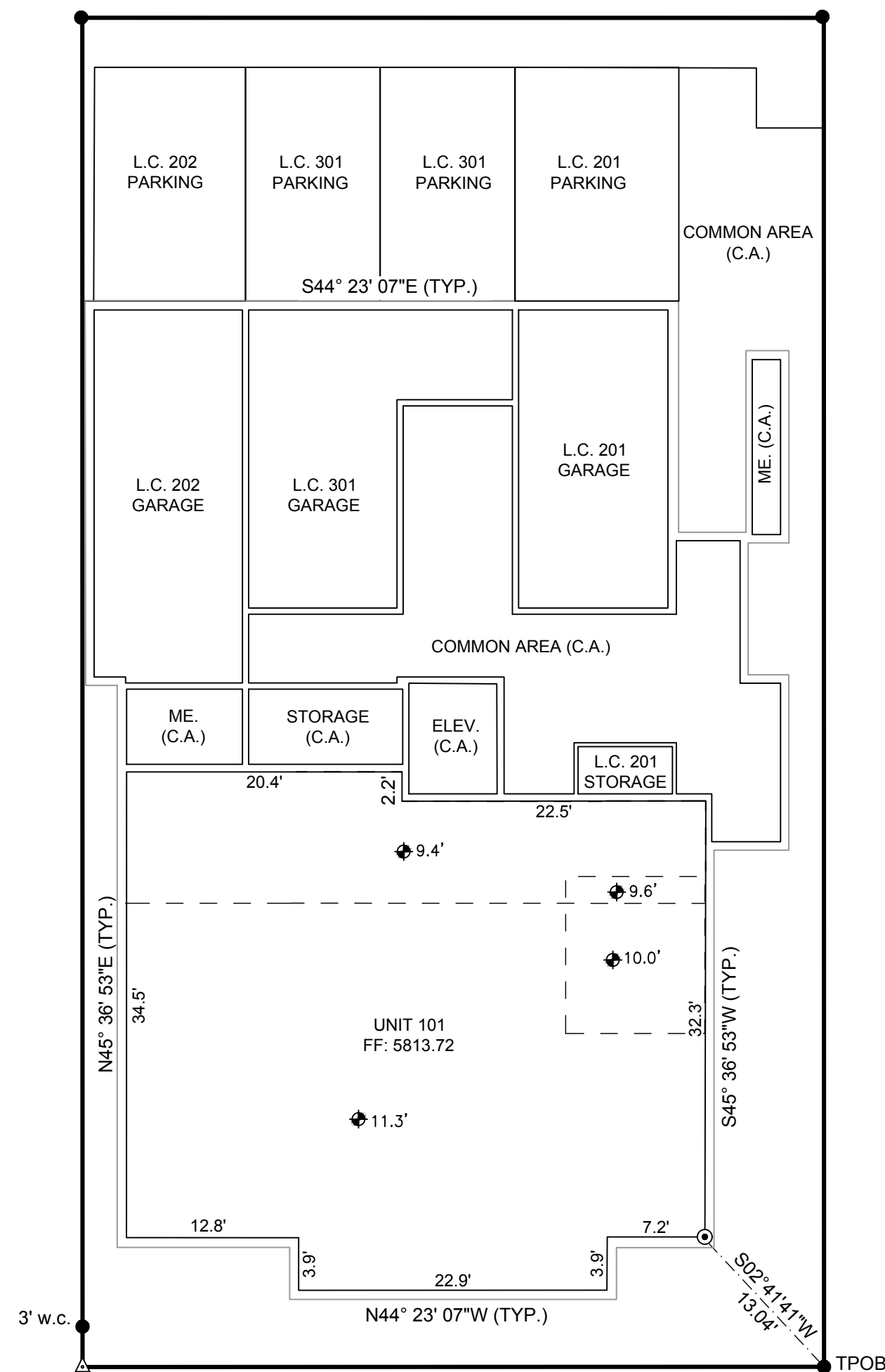
PREPARED FOR: GALENA PEAK PARTNERS

PROJECT NO. 7601-01	DWG BY: CPL	FILE: 7601-01_FP
FINAL PLAT	DATE: 12/12/2023	SHEET: 1 OF 4

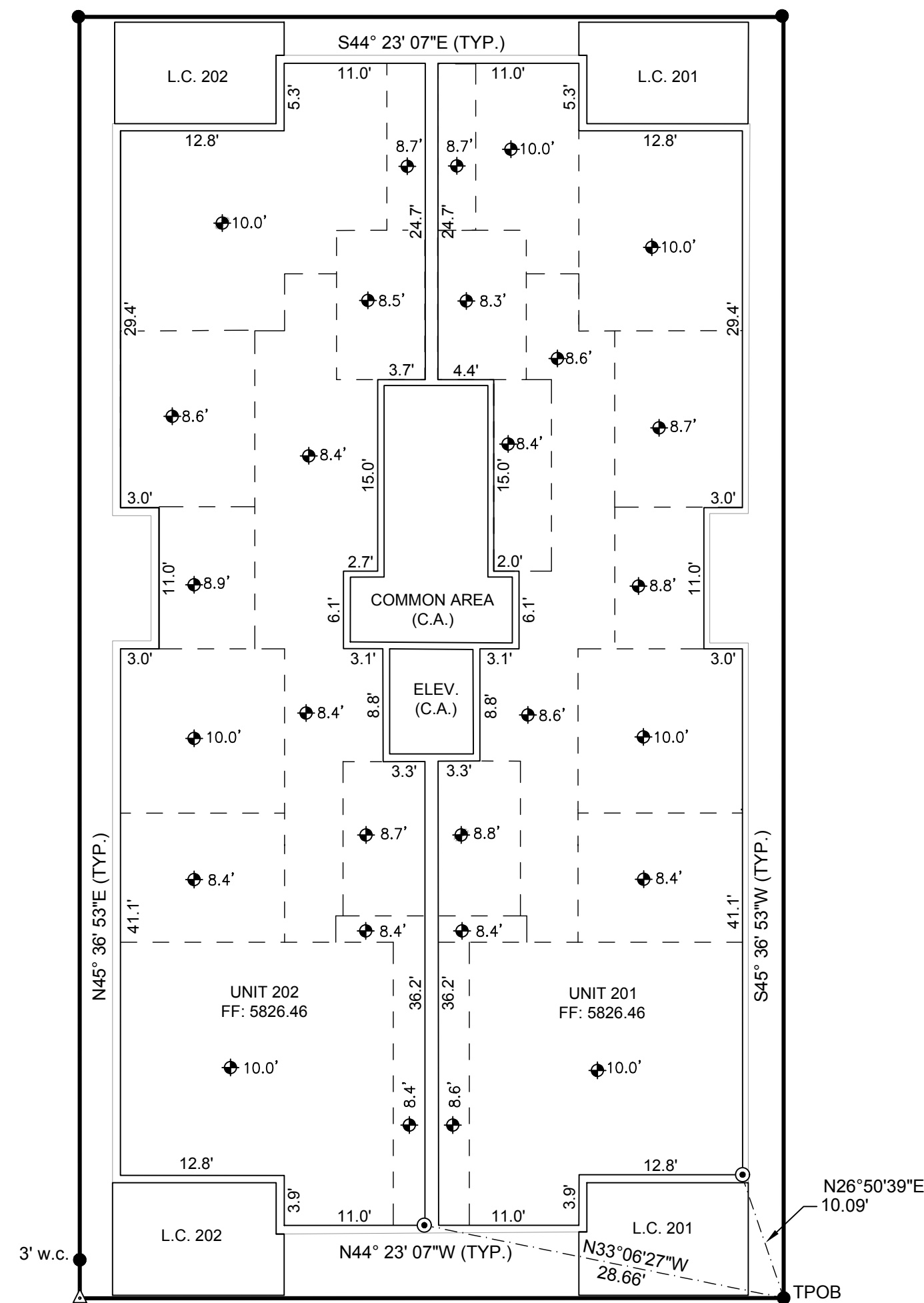


A CONDOMINIUM PLAT SHOWING:  
**THE IDA BUILDING**  
10 5 0 10 20 30  
SCALE IN FEET  
DECEMBER 2023

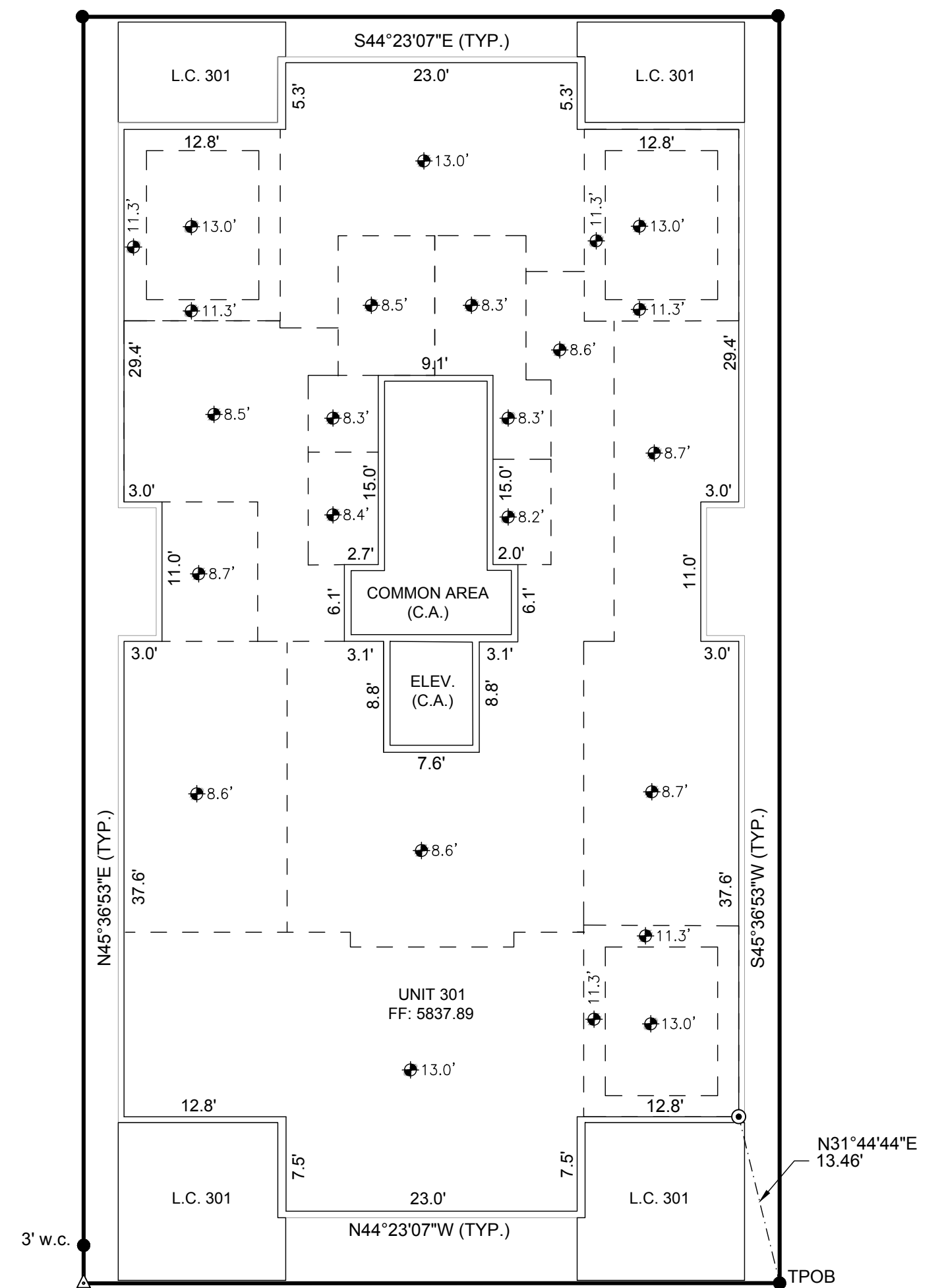
SCALE: 1" = 10'



FIRST FLOOR  
UNIT 101



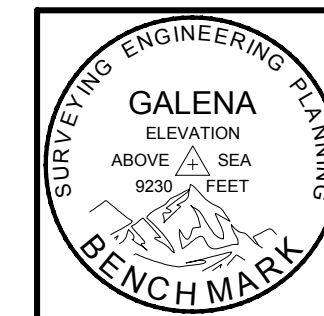
SECOND FLOOR  
UNITS 201 & 202



THIRD FLOOR  
UNIT 301

LEGEND

- Property Line
- Ceiling Break
- Building Tie
- Unit Tie point
- Set 5/8" Rebar, PLS 20893
- Ceiling Height Above FF
- Calculated Point, Not Set
- FF = Finished Floor Elevation
- L.C. = Limited Common Area
- C.A. = Common Area
- ME. = Mechanical Room
- ELEV. = Elevator
- TPOB = True Point of Beginning



**THE IDA BUILDING**

LOCATED WITHIN: SECTION 13, T4N, R17E, B.M.,  
CITY OF KETCHUM, BLAINE COUNTY, IDAHO

PREPARED FOR: GALENA PEAK PARTNERS

PROJECT NO. 7601-01	DWG BY: CPL	FILE: 7601-01_FP
FINAL PLAT	DATE: 12/12/2023	SHEET: 2 OF 4



# THE IDA BUILDING

THIS IS TO CERTIFY that the underigned is the owner in fee simple of Real Property described as follows:

Lot 6, Block 13, of the VILLAGE OF KETCHUM, BLAINE COUNTY, IDAHO, according to the official plat thereof, recorded as Instrument No. 302967, records of Blaine County, Idaho.

It is their intention to create a project including said Real Property in this condominium plat. The Owners also hereby certify that they consent to the recordation of documents pursuant to Chapter 15, Title 55 of Idaho Code and that this plat complies with Idaho Code 50-1334. We do hereby certify that the condominium project described in this plat will be eligible to receive domestic water service from an existing water distribution system and that the City of Ketchum has agreed in writing to serve the condominium project shown on this plat.

SV VENTURES, LLC  
an Idaho limited liability company

SV VENTURES MANAGER, LLC  
By: an Idaho limited liability company

Its: MANAGER

By: SOUTHLAKE VENTURES DEVELOPMENT, LLC  
an Idaho limited liability company

Its: MANAGER

By: \_\_\_\_\_

Its: \_\_\_\_\_

STATE OF \_\_\_\_\_ }  
COUNTY OF \_\_\_\_\_ } ss


On this \_\_\_\_\_ day of \_\_\_\_\_, 2023, before me, a Notary Public in and for said State, personally appeared \_\_\_\_\_, known or identified to me to be the \_\_\_\_\_ of the limited liability company that executed the foregoing instrument, 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.

Notary Public in and for said State

Residing in

My Commission Expires

	<h1>THE IDA BUILDING</h1>	
	<p>LOCATED WITHIN: SECTION 13, T4N, R17E, B.M., CITY OF KETCHUM, BLAINE COUNTY, IDAHO</p>	
<p>PREPARED FOR: GALENA PEAK PARTNERS</p>		
PROJECT NO. 7601-01	DWG BY: CPL	FILE: 7601-01_FP
FINAL PLAT	DATE: 11/27/2023	SHEET: 3 OF 4

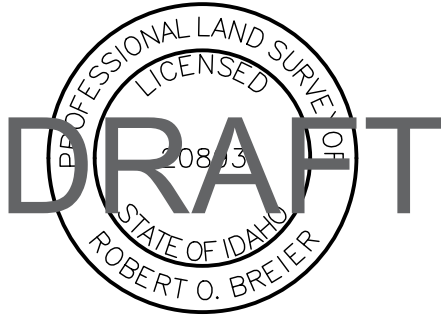
A CONDOMINIUM PLAT SHOWING:

# THE IDA BUILDING

SURVEYOR'S CERTIFICATE

I, Robert O. Breier, a duly Registered Professional Land Surveyor in the State of Idaho, do hereby certify that this is a true and accurate map of the land surveyed under my direct supervision in accordance with the State of Idaho Code relating to plats and surveys.

ROBERT O. BREIER, P.L.S. #20893



PROJECT ENGINEER'S CERTIFICATE

To the best of my knowledge this plat complies with the City of Ketchum subdivision standards, signed this \_\_\_\_ day of \_\_\_\_\_, 2023.

By: \_\_\_\_\_

COUNTY SURVEYOR'S APPROVAL

This is to certify that I, SAM YOUNG, County Surveyor for Blaine County, Idaho, have checked the foregoing plat and computations for making the same and have determined that they comply with the laws of the State of Idaho relating thereto.

BLAINE COUNTY SURVEYOR

DATE

BLAINE COUNTY TREASURER'S CERTIFICATE

On this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, the foregoing plat was approved and accepted by the Blaine County Treasurer, Blaine County, Idaho.

By: \_\_\_\_\_

KETCHUM CITY COUNCIL CERTIFICATE

I, the undersigned, City Clerk in and for the City of Ketchum, Blaine County, Idaho do hereby certify that at a regular meeting of the City Council held on the \_\_\_\_ day of \_\_\_\_\_, 2023, this plat was duly accepted and approved.

TRENT DONAT, City Clerk

CITY ENGINEER'S CERTIFICATE

I, the undersigned, City Engineer in and for the City of Ketchum, Blaine County, Idaho do hereby approve this plat on this \_\_\_\_ day of \_\_\_\_\_, 2023, and certify that it is in accordance with the City of Ketchum subdivision ordinance.

ROBYN MATTISON, City Engineer

CITY PLANNER'S CERTIFICATE

I, the undersigned, Planner in and for the City of Ketchum, Blaine County, Idaho do hereby approve this plat on this \_\_\_\_ day of \_\_\_\_\_, 2023, and certify that it is in accordance with the City of Ketchum subdivision ordinance.

By: \_\_\_\_\_

BLAINE COUNTY RECORDER'S CERTIFICATE

	<b>THE IDA BUILDING</b>	
	LOCATED WITHIN: SECTION 13, T4N, R17E, B.M., CITY OF KETCHUM, BLAINE COUNTY, IDAHO	
	PREPARED FOR: SV VENTURES, LLC	
	PROJECT NO. 7601-01	DWG BY: CPL
FINAL PLAT	DATE: 11/27/2023	SHEET: 4 OF 4



City of Ketchum

## **ATTACHMENT C:**

# **ROW Encroachment Agreement #24899 with exhibits**

**WHEN RECORDED, PLEASE RETURN TO:**

**OFFICE OF THE CITY CLERK  
CITY OF KETCHUM  
POST OFFICE BOX 2315  
KETCHUM, IDAHO 83340**

---

**RIGHT-OF-WAY ENCROACHMENT AGREEMENT 24899**

THIS AGREEMENT, made and entered into this \_\_\_\_ day of \_\_\_\_, 2024, by and between the CITY OF KETCHUM, IDAHO, a municipal corporation ("Ketchum"), whose address is Post Office Box 2315, Ketchum, Idaho and The IDA Building Owners Association ("Owner") whose mailing address is PO Box 5793, Ketchum, ID 83340.

*RECITALS*

WHEREAS, Owner is the owner of real property located at 760 N Washington Ave and legally described as Lot 6, Blk 13, Ketchum Townsite ("Subject Property"), located within the City of Ketchum, State of Idaho; and

WHEREAS, Owner wishes to permit placement of snowmelt within the sidewalk adjacent to the subject property. These improvements are shown in Exhibit "A" attached hereto and incorporated herein (collectively referred to as the "Improvements"); and,

WHEREAS, Ketchum finds that said Improvements will not impede the use of said public right-of-way at this time subject to the terms and provisions of this Agreement;

WHEREAS, the Owner will restore the sidewalk, street, curb and gutter and any landscaping back to the original condition acceptable to the Streets and Facilities Director;

NOW, THEREFORE, in contemplation of the above stated facts and objectives, it is hereby agreed as follows:

*TERMS AND CONDITIONS*

1. Ketchum shall permit Owner to install snowmelt within the sidewalk identified in Exhibit "A" within the public right-of-way on Washington Ave, until notified by Ketchum to remove the infrastructure at which time Owner shall remove infrastructure at Owner's expense.

2. Owner shall be responsible for the maintenance of said Improvements and shall repair said improvements within 48 hours upon notice from Ketchum that repairs are needed. Any modification to the improvements identified in Exhibit "A" shall be approved by the City of Ketchum prior to any modifications taking place.

3. Snowmelt systems installed in the public right-of-way shall be installed and operate at all times during the winter according to the following:
- The system shall meet the requirements of the International Energy Conservation Code (2018 IECC, 403.12.2)

- The system shall have an electronic main control board to operate the system that is programmable and optimizes the way the system functions.
- Installation of in-ground control sensors linked to the main control board that detect snow and ice on the surface, monitor the sidewalk or driveway temperature, and automatically activates the system to be turned on or off based on the snow condition and air temperature.

4. Owner shall be responsible for restoring the sidewalk, curb and gutter and landscaping that is altered due to the construction and installation of the Improvements, to the satisfaction of the Director of Streets and Facilities.

5. In consideration of Ketchum allowing Owner to maintain the Improvements in the public right-of-way, Owner agrees to indemnify and hold harmless Ketchum from and against any and all claims of liability for any injury or damage to any person or property arising from the Improvements constructed, installed and maintained in the public right-of-way. Owner shall further indemnify and hold Ketchum harmless from and against any and all claims arising from any breach or default in the performance of any obligation on Owner's part to be performed under this Agreement, or arising from any negligence of Owner or Owner's agents, contractors or employees and from and against all costs, attorney's fees, expenses and liabilities incurred in the defense of any such action or proceeding brought thereon. In the event any action or proceeding is brought against Ketchum by reason of such claim, Owner, upon notice from Ketchum, shall defend Ketchum at Owner's expense by counsel satisfactory to Ketchum. Owner, as a material part of the consideration to Ketchum, hereby assumes all risk of damages to property or injury to persons in, upon or about the Improvements constructed, installed and maintained in the public right-of-way arising from the construction, installation and maintenance of said Improvements and Owner hereby waives all claims in respect thereof against Ketchum.

6. Ketchum shall not be liable for injury to Owner's business or loss of income therefrom or for damage which may be sustained by the person, goods, wares, merchandise or property of Owner, its tenants, employees, invitees, customers, agents or contractors or any other person in or about the Subject Property caused by or resulting from the Improvements constructed, installed, removed or maintained in the public right-of-way.

7. Owner understands and agrees that by maintaining the Improvements in the public right-of-way pursuant to this Agreement, Owner obtains no claim or interest in said public right-of-way which is adverse to that of Ketchum and that Owner obtains no exclusive right to said public right-of-way nor any other right to use the public right-of-way not specifically described herein.

8. In the event either party hereto retains an attorney to enforce any of the rights, duties and obligations arising out of this Agreement, the prevailing party shall be entitled to recover from the non-prevailing party reasonable attorney's fees at the trial and appellate levels and, whether or not litigation is actually instituted.

9. This Agreement shall be governed by, construed, and enforced in accordance with the laws and decisions of the State of Idaho. Venue shall be in the District Court of the fifth Judicial District of the State of Idaho.

10. This Agreement sets forth the entire understanding of the parties hereto and shall not be changed or terminated orally. It is understood and agreed by the parties hereto that there are no verbal promises or implied promises, agreements, stipulations or other

representations of any kind or character pertaining to the Improvements maintained in the public right-of-way other than as set forth in this Agreement.

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

12. Successors and Assigns - This Agreement shall be binding upon and inures to the benefit of each of the parties hereto and their respective successors and assigns.

13. This Agreement shall be recorded with the Blaine County Recorder by Ketchum.

14. The parties fully understand all of the provisions of this Agreement, and believe them to be fair, just, adequate, and reasonable, and accordingly accept the provisions of this Agreement freely and voluntarily.

OWNER:

CITY OF KETCHUM:

By: \_\_\_\_\_  
\_\_\_\_\_

By: \_\_\_\_\_  
Neil Bradshaw  
Its: Mayor

Attest: \_\_\_\_\_  
Trent Donat, City Clerk

STATE OF \_\_\_\_\_, )  
County of \_\_\_\_\_, ) ss.

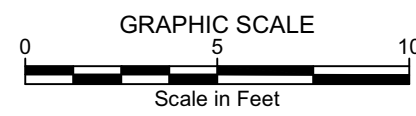
On this \_\_\_\_\_ day of \_\_\_\_\_, 2024, before me, the undersigned Notary Public in and for said State, personally appeared \_\_\_\_\_, known to me to be the person who executed the foregoing instrument and acknowledged to me that he executed the same.

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

\_\_\_\_\_  
Notary Public for \_\_\_\_\_  
Residing at \_\_\_\_\_  
Commission expires \_\_\_\_\_

## EXHIBIT “A”





LOT 5, BLOCK 13,  
KETCHUM TOWNSITE  
200 E 8TH STREET

LOT 6, BLOCK 13,  
KETCHUM TOWNSITE  
760 N WASHINGTON AVE

LOT 7, BLOCK 13,  
KETCHUM TOWNSITE

### GENERAL NOTE

SEE SHEET C0.1 FOR CONSTRUCTION NOTES AND LEGEND.

### GRADING ABBREVIATIONS

AC	TOP OF ASPHALT CONCRETE
FG	FINISH GRADE
FL	FLOW LINE
LIP	LIP OF GUTTER
MATCH	MATCH EXISTING
PAVER	TOP OF PAVER
TBW	TOP BACK OF SIDEWALK
TBC	TOP BACK OF CURB

## CONSTRUCTION KEYNOTES

## SITE IMPROVEMENTS

(S01) SAWCUT EXISTING ASPHALT TO PROVIDE FOR A CLEAN VERTICAL EDGE

(S02) CONSTRUCT/ REPAIR ASPHALT . SEE DETAIL 1, SHEET C2.0

(S03) CONSTRUCT 6" CONCRETE ROLLED CURB AND GUTTER PER  
DETAIL 2, SHEET C2.0.

S04 CONSTRUCT HEATED CONCRETE SIDEWALK PER  
DETAIL 3, SHEET C2.0

S05 INSTALL PAVERS PER DETAIL 12, SHEET C2.0  
PAVER TYPE AND PATTERN PER ARCHITECT.

(S06) INSTALL GRAVEL SURFACE PER DETAIL 4, SHEET C2.0

S07 CONSTRUCT CONCRETE THICKENED SIDEWALK EDGE  
PER DETAIL 10. SHEET C2.0

**S08** INSTALL BIKE RACKS PER LANDSCAPE ARCHITECT

## SIGNING AND PAVEMENT MARKING IMPROVEMENTS

**S09** INSTALL PAVEMENT MARKINGS PER CITY OF KETCHUM STANDARD.  
4" WIDE YELLOW PARKING STRIPS

- a. 4" WIDE YELLOW PARKING STRIPE
- b. 4" WIDE ADA STRIPING AND SYMBOLS

**S10** INSTALL REGULATORY SIGN, COORDINATE TYPE AND FINAL LOCATION WITH CITY OF KETCHUM. CITY WILL PROVIDE SIGN BASES. SEE DETAIL 5, SHEET C2.0 FOR SIGN BASE DETAIL.

## UTILITY IMPROVEMENTS

(U01) INSTALL STREET LIGHT PER ELECTRICAL ENGINEER, SEE SHEET E1.0. APPROXIMATE LOCATION SHOWN.

U02 INSTALL DRYWELL PER DETAIL 7, SHEET C2.0.  
CONNECT ROOF DRAINS PER ARCH.  
a. RIM ELEV = 5814.73 (SOLID LID)

b. RIM ELEV = 5814.77 (SOLID LID)  
I.E. (IN, 12" S) = 5810.38

U03 INSTALL CATCH BASIN PER DETAIL 8, SHEET C2.0  
a. RIM ELEV = 5814.45

b. RIM ELEV = 5813.05

c. RIM ELEV = 5814.52  
I.E. (OUT) = 5810.52

U04 INSTALL D3034 PVC PIPE @ S=2.0% MIN. 3.0' MINIMUM COVER

U05 CUT, CAP, AND REMOVE EXISTING SERVICE AT WATER MAIN  
INSTALL NEW WATER SERVICE. NEW SERVICE SIZE TO BE  
DETERMINED BY PLUMBING ENGINEER.

U06 RETAIN, PROTECT, UTILIZE EXISTING 4"Ø SEWER SERVICE

U07 INSTALL DRYWELL PER DETAIL 9, SHEET C2.0  
RIM ELEV = 5813.83 (SOLID GRATE)  
I.E. (IN) = 5808.82

U08 UNDERGROUND EXISTING COMMUNICATIONS UTILITIES;  
CONTRACTOR SHALL COORDINATE WITH UTILITY COMPANIES

**U09** INSTALL NDS MINI CHANNEL DRAIN OR APPROVED EQUAL PER  
MANUFACTURER'S RECOMMENDATIONS WITH HEAT TAPE

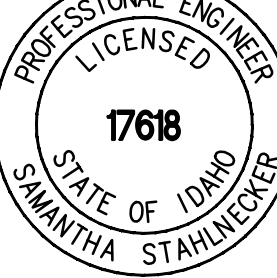
( U10 ) INSTALL LANDSCAPE DRYWELL PER DETAIL 11, SHEET C2.0

U11 OIL/WATER SEPARATOR PER MECHANICAL ENGINEER

A decorative red wavy line.

U12 FROM USED TRANSFORMER, CONTRACTOR SHALL COORDINATE WITH IDAHO POWER FOR INSTALLATION; LOCATE TRANSFORMER AS FAR FROM ALLEY RIGHT-OF-WAY AS POSSIBLE.

ORIGINAL SIGNED BY  
SAMANTHA STAHLNECK  
DATE ORIGINAL SIGNED  
12/03/2021



ORIGINAL ON FILE AT  
OFFICE OF GALENA  
ENGINEERING  
(HAILEY ID)

SKS  
DESIGNED BY

SKS  
DRAWN BY

SMF  
CHECKED BY

**GALENA**  
**ENGINEERING, INC.**  
Civil Engineers & Land Surveyors  
3117 N. River Street  
Hailey, Idaho 83333  
(208) 788-1705

[illegible]

C1.0





City of Ketchum

## **ATTACHMENT D:**

# **Alley Maintenance Agreement #24900 with exhibits**

Recording Requested By and  
When Recorded Return to:

City of Ketchum  
P.O. Box 2315  
191 5<sup>th</sup> Street West  
Ketchum, ID 83340

---

For Recording Purposes Do  
Not Write Above This Line

**GRANT OF LICENSE AND ALLEY MAINTENANCE AGREEMENT #24900**

This maintenance agreement ("Agreement") is made and entered into as of the \_\_\_\_ day of \_\_\_\_\_, 2023, the ("Effective Date") by and between the CITY OF KETCHUM, and Idaho municipal corporation ("the City"), who is the owner of the public lands as more specifically delineated on Exhibit "A" (hereinafter "Alley") attached hereto, and The IDA Building Owners Association (herein "Owner"), who is the owner of that certain parcel of real property legally described as The IDA Building as more specifically delineated on Exhibit "B" attached hereto and referred to as "Development".

1. **Grant of License** - The City hereby grants to Owner and its agents, employees, contractors, subcontractors, (collectively "Agents"), subject to the conditions and covenants set forth in this Agreement as of the date this Agreement is signed by all parties, (hereinafter the "Commencement Date"), a revocable license over and right of entry on and use of the Alley for the purposes of vehicular and pedestrian ingress, egress and access to the Development, including installation of pavement, and for the maintenance, snow removal and repair of the Alley on that portion identified in Exhibit B. The portion of the Alley identified in Exhibit B shall always be open and available to the public and the City shall have exclusive authority with respect to all parking restrictions and enforcement.
2. **License Revocable** - This Agreement and the rights to use the Alley granted hereunder are revocable. City Shall provide Owner with 60 days notice if the Agreement is to be terminated. Owner understands and agrees that by entering into this Agreement Owner obtains no claim or interest in said City property which is adverse to that of the City, that Owner obtains no exclusive right to said City property nor any other right to use the City property not specifically described herein.
3. **Prior Rights** - This grant is made subject to and subordinate to the prior and continuing rights and obligations of the City, its successors and assigns, and the general public, to use the Alley in the performance of its municipal operations; provided, however, that such use shall not materially interfere with the use of the Alley by the Owner for the

Permitted Use. This Agreement is subject to all licenses, leases, easements, restrictions, conditions, covenants, encumbrances, liens and claims of title which may affect the Alley as of the Effective Date, and the word "grant" shall not be construed as a covenant against the existence of any of the foregoing.

4. **Term** - The term of the Agreement shall commence on the Commencement Date and shall be in effect until the City provides notice the Agreement is terminated.
5. **Permits, Licenses and Approvals** - As a condition to Owner's right to use the Alley for the Permitted Use, Owner shall obtain any required permits, licenses and approvals from the City and any other governmental agencies having jurisdiction over Owner's use of the Alley. Ownershall maintain such permits, licenses, ordinances and approvals in force throughout the term of this Agreement. Owner shall be solely responsible for any and all fees, charges, or other expenses that may be imposed by any regulatory agencies in connection with Owner's use or enjoyment of the Alley.
6. **Condition of Property** - The City makes no warranty or representation of any kind concerning the condition of the Alley or the fitness of the Alley for the Permitted Use, and hereby disclaims any personal knowledge with respect thereto, it being expressly understood by the parties hereto that Owner has personally inspected the Alley, knows its condition and accepts it as is.
7. **Alterations. Repair and Maintenance**
  - a) Owner agrees, at its sole cost and expense to pave the portion of the Alley identified in Exhibit B to the satisfaction of the City. Owner shall submit a paving and improvement plan to the City for review and approval that shall be incorporated into this Agreement by reference.
  - b) Owner agrees, at its sole cost and expense, to keep the portion of Alley in Exhibit B in reasonably safe, clean and sightly condition, reasonably free from waste and snow to the reasonable satisfaction of the City. Owner agrees, at its sole cost and expense, to perform snow removal for the full length of the Alley at a width of 20 feet and to place all removed snow in snow storage areas as designated by the City. Owner shall perform all repairs and maintenance to the Alley.

The Owner shall perform maintenance and snow removal in accordance with this Agreement. The City shall not be responsible for maintenance, repairs and snow removal in the Alley. If Owner fails to keep the Alley in the condition required under this Section 7, then the City may, after ten (10) days written notice to Owner and a five (5) day opportunity to cure said problem, perform the necessary work at the expense of Owner, which expense Owner agrees to pay to the City upon written demand.

- c) All alterations, maintenance and repairs by Owner upon the Alley shall be performed in a good manner reasonably satisfactory to the City.
  - d) Any open holes shall be satisfactorily covered at all times when Owner's Agents are not physically working in the vicinity of such holes. Upon completion of work, all such holes shall be filled in to meet the surrounding ground level and the Alley shall be left in a neat and safe condition reasonably satisfactory to the City.
  - e) Owner shall not suffer any mechanic's or materialman's liens of any kind to be enforced against the Alley for any work done or materials furnished at Owner's request. If any such liens are filed, Owner shall bond or remove them within sixty (60) days of learning of the same, at Owner's expense, and shall pay any judgment which may be entered in connection therewith.
  - f) Should Owner fail, neglect or refuse to do so, the City, after giving Owner twenty (20) business days written notice, shall have the right to pay any amount required to release any such liens or to defend any action brought and to pay any judgment entered. Owner shall be liable to the City for all costs, damages, reasonable attorney's fees and any amounts expended in defending any proceedings or in payment of any of said liens or judgment. The City may post and maintain upon the property notices of non-responsibility as provided by applicable law.
8. **Permitted Uses and Restriction on Use** – The Owner may use the alley for the purposes of vehicular and pedestrian ingress, egress and access to the Development, including installation of pavement, and for the maintenance, snow removal and repair of the Alley. The Alley shall be open and available to the public at all times and the City shall have exclusive authority with respect to all parking restrictions and enforcement. Owner agrees not to conduct any activities on or about the Alley that constitute waste or nuisance or any activities which constitute a continuing or repeated and unreasonable annoyance of which the City is notified by the owners or occupants of neighboring property or other members of the public.
9. **Indemnification**- In consideration of City allowing Owner to construct and maintain the Improvements on City property, Owner agrees to indemnify and hold harmless City from and against any and all claims of liability for any injury or damage to any person or property arising from the Improvements constructed, installed and maintained on City property. Owner shall further indemnify and hold City harmless from and against any and all claims arising from any breach or default in the performance of any obligation on Owner's part to be performed under this Agreement, or arising from any negligence of Owner or Owner's agents, contractors or employees and from and against all costs, attorney's fees, expenses and liabilities incurred in the defense of any such action or proceeding brought thereon. In the event any action or proceeding is brought against City by reason of such claim, Owner, upon notice from City, shall defend City at Owner's expense by counsel satisfactory to City. Owner, as a material part of the consideration to City, hereby assumes all risk of damages to

property or injury to persons in, upon or about the Improvements constructed, installed and maintained on City property arising from the construction, installation and maintenance of said Improvements and Owner hereby waives all claims in respect thereof against City.

10. **Compliance with Laws** - The Permitted Use of the Alley shall conform to all applicable zoning laws and regulations. Owner shall comply, at Owner's expense with all applicable laws, regulations, rules and orders with respect to the use of the Alley, regardless of when they become or became effective, including, without limitation, those relating to construction, grading, signage, health, safety, noise, environmental protection, hazardous materials, waste disposal and water and air quality, and shall furnish reasonably satisfactory evidence of such compliance upon the written request of the City.
11. **Notices**-All notices required or permitted to be given under this Agreement shall be in writing and mailed postage prepaid by certified or registered mail, return receipt requested, or by personal delivery or by overnight courier, to the appropriate address indicated below or at such other place or places as either party may from time to time designate in written notice given to the other. Notices shall be deemed sufficiently served four days after the date of mailing or upon personal delivery.

The City:

City of Ketchum  
Post Office Box 2315  
Ketchum, Idaho 83340

To Owner:

The IDA Building Owners Association  
PO Box 5793  
Ketchum, ID 83340

12. **Assignment** - Owner shall have the right to assign and transfer this Agreement to any party who purchases one hundred (100%) of the Development, upon receiving the written consent of the City, which consent to assign shall not be unreasonably withheld or delayed. The City and any subsequent assignee may not consent to subsequent modifications to this License with assignees, sublessors or successors of Owner without notifying Owner and obtaining Owner's consent thereto.
13. **No Waiver**- No waiver of any default or breach of any covenant of this Agreement by either party shall be implied from any omission by either party to take action on account of such default other than the default specified in the waiver, and then the waiver shall be operative only for the time and to the extent stated. Waivers of any covenant, term or condition by either party shall not be construed as waivers of any subsequent breach of the same covenant, term or condition. The consent or approval by either party to or for any act by either party requiring further consent or approval shall

not be deemed to waiver or render unnecessary that party's consent or approval to or of any subsequent similar acts.

14. **Severability** - Each provision of this Agreement is intended to be severable. If any term or provision of this Agreement shall be determined by a court of competent jurisdiction to be illegal or invalid for any reason whatsoever, such provision shall be severed from this Agreement and shall not affect the validity of the remainder of this Agreement.
15. **Attorney's Fees** - If any legal proceeding should be instituted by either of the parties to enforce the terms of this Agreement or to determine the rights of the parties under this Agreement, the party in the proceeding shall receive, in addition to all court costs, reasonable attorney's fees.
16. **No Costs to the City** - Except as expressly set forth in this Agreement to the contrary, Owner shall bear all costs and expenses of any kind or nature in connection with Owner's use of the Alley.
17. **Waiver of Liability** - Neither the City nor any of its council members, commissions, departments, boards, officers, agents or employees, when acting of the City behalf, shall be liable for any damage to the property of Owner or its Agents, or for any bodily injury or death to such persons resulting or arising from the condition of the Alley or its use by Owner, or if such damage occurs before the Effective Date, unless caused by the intentional acts of the City nor any of its council members, commissions, departments, boards, officers, agents or employees.
18. **Non-Discrimination** - Owner shall not, in the operation and use of the Alley, discriminate against any person or group of persons solely because of race, color, creed, national origin, ancestry, age, sex, or disability.
19. **Governing & Law** - The rights and liability of the parties under this Agreement shall be interpreted in accordance with the laws of the State of Idaho. The Venue shall be in the Idaho 5<sup>th</sup> Judicial District, Blaine County, Idaho.
20. **Taxes** - Any and all real property tax or any other form of tax assessed or imposed against the Alley arising out of or attributable to Owner's use shall be borne by Owner.
21. **Utilities** - Owner shall pay for all water, gas, heat, light, power, telephone, and other utilities and services applied to the Alley and used by Owner or its Agents, together with any taxes thereon.

22. **Successors and Assigns** - This Agreement shall be binding upon and inures to the benefit of each of the parties hereto and their respective successors and assigns.

23. **Interpretation/Amendment**-This Agreement constitutes the complete expression of the agreement between the parties hereto and supersedes any prior agreements, whether written or oral, concerning the subject of this Agreement which are not fully expressed herein. Any addition to, deletion from, termination' extension or any other modification or to this Agreement must be in writing signed by the party against whom such modification operates.

24. **Recordation** - Upon execution of this Agreement, the City shall duly record the Agreement in the public records of Blaine County, Idaho and shall thereafter promptly submit a conformed copy of the same to Owner.

IN WITNESS WHEREOF, the parties have executed this License Agreement as of the day and year first written above by their duly authorized representatives.

OWNER:

CITY OF KETCHUM:

By: \_\_\_\_\_

By: \_\_\_\_\_

Neil Bradshaw, Mayor

ATTEST:

\_\_\_\_\_  
Trent Donat  
City Clerk

STATE OF \_\_\_\_\_ )  
 ) ss.  
County of \_\_\_\_\_. )

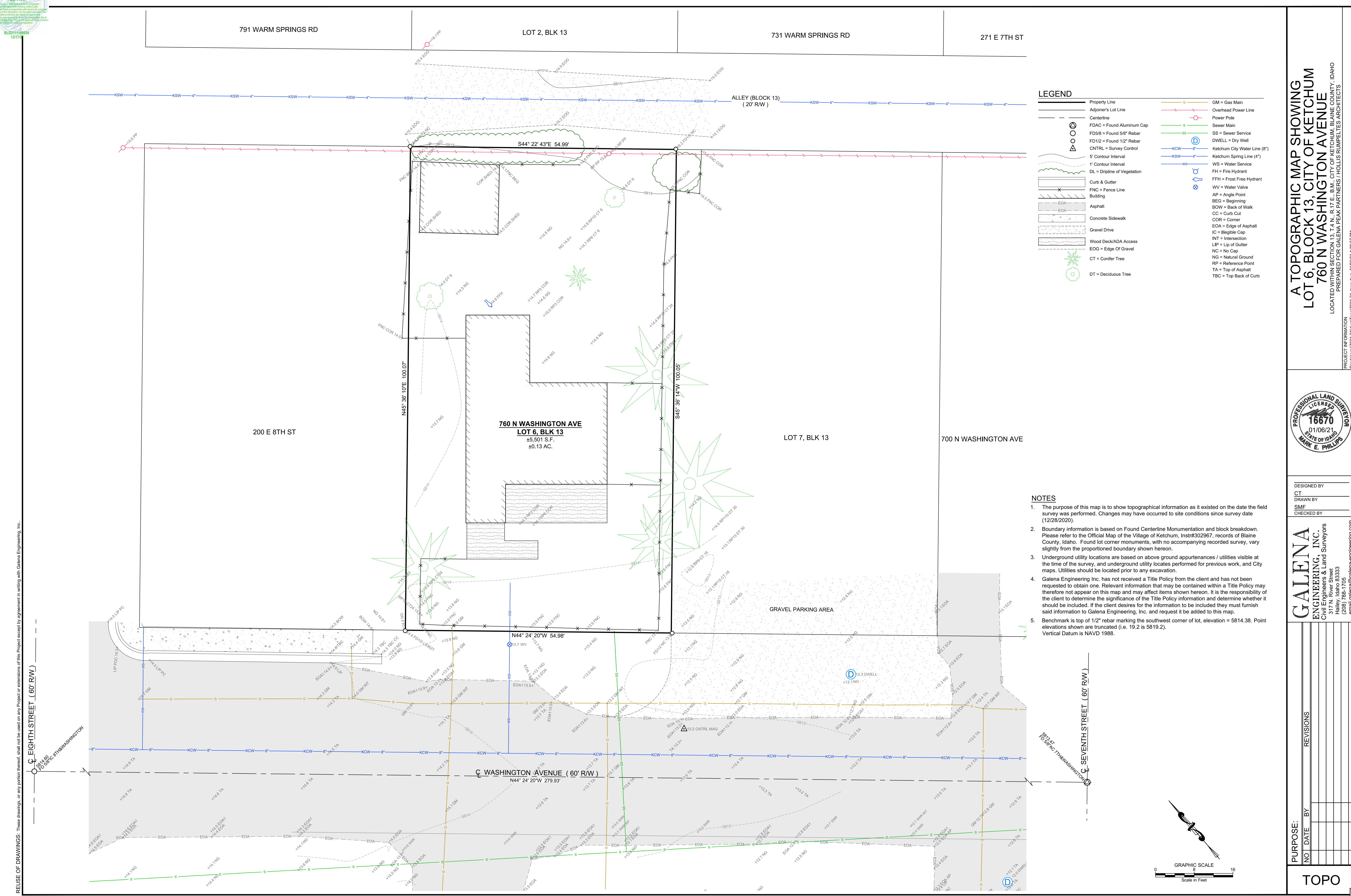
On this \_\_\_\_\_ day of \_\_\_\_\_, 2019, before me, the undersigned Notary Public in and for said State, personally known to me to be the person who executed the foregoing instrument and acknowledged to me that he executed the same.

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

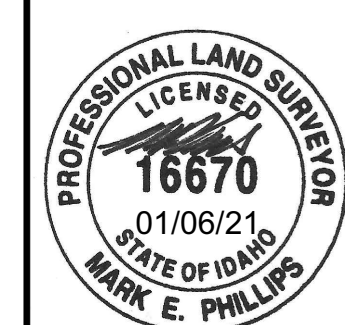
\_\_\_\_\_  
Notary Public for \_\_\_\_\_  
Residing at \_\_\_\_\_  
Commission expires \_\_\_\_\_



## EXHIBIT “A”



A TOPOGRAPHIC MAP SHOWING  
LOT 6, BLOCK 13, CITY OF KETCHUM  
760 N WASHINGTON AVENUE  
LOCATED WITHIN SECTION 13, T 4 N, R 17 E, B.M. CITY OF KETCHUM, BLAINE COUNTY, IDAHO  
PREPARED FOR GALENA PEAK PARTNERS / HOLLIS RUMPELT'S ARCHITECTS



DESIGNED BY  
CT  
DRAWN BY  
SMF  
CHECKED BY

**GALENA**  
ENGINEERING, INC.  
Civil Engineers & Land Surveyors  
317 N. River Street  
Hailey, Idaho 83333  
(208) 788-1705  
email: [galena@galena-engineering.com](mailto:galena@galena-engineering.com)

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	E	Z					
<b>TOPO</b>							

## EXHIBIT “B”







City of Ketchum

## **ATTACHMENT E:**

# **Draft Findings of Fact, Conclusions of Law, and Decision**





City of Ketchum  
Planning & Building

IN RE:	)	
	)	
The IDA Building Condominiums	)	KETCHUM CITY COUNCIL
Condominium Final Plat	)	FINDINGS OF FACT, CONCLUSIONS OF LAW, AND
Date: January 2, 2024	)	DECISION
	)	
File Number: P23-105	)	

PROJECT: The IDA Building Condominiums

FILE NUMBERS: P23-105

APPLICATION: Condominium Subdivision Final Plat

REPRESENTATIVE: Cinda Lewis, Galena/Benchmark Engineering

OWNER: SV Ventures, LLC

LOCATION: 760 N Washington Ave (Ketchum Townsite, Lot 6, Blk 13)

ZONING: Community Core Subdistrict 2 – Mixed Use (CC-2) Zoning District

OVERLAY: None

NOTICE: A public hearing was conducted for the condominium preliminary plat approval. Public hearings are not required for condominium final plats; therefore, no public hearing was scheduled for the application.

**RECORD OF PROCEEDINGS**

The City of Ketchum received the application for the condominium final plat on November 28, 2023. The application was deemed complete on November 28, 2023. City departments conducted a thorough review of the application. Per the conditions of approval for the condominium preliminary plat, all conditions of the Design Review approval and preliminary plat must be met prior to approval of the final plat. As of the date of these findings, all conditions have been met and all department comments have been addressed satisfactorily through applicant revision of project plans or conditions of approval.

The Ketchum City Council conducted their final consideration of the Condominium Subdivision Final Plat (File No. P23-105) application at their January 2, 2024, meeting. After considering the staff’s analysis and the application materials, the Council approved the application unanimously.

**BACKGROUND**

The mixed-use development includes an 11,319 square foot three-story mixed-use development (the “project”), located at 760 N Washington Avenue (the “subject property”). The subject property is a mid-block

interior lot zoned Community Core -Subdistrict 2 - Mixed Use (CC-2). The Planning & Zoning Commission held a public hearing and approved the Design Review (Application No. P21-077) on October 26, 2021. The Planning and Zoning Commission recommended approval of the condominium preliminary plat (P21-044) on October 26, 2021 and the City Council approved the preliminary plat on November 1, 2021. The development is subject to FAR Exceedance Agreement recorded with the Blaine County Clerk and Recorder under instrument number 689139.

### **FINDINGS OF FACT**

The Council, having reviewed the entire project record, does hereby make and set forth these Findings of Fact, Conclusions of Law, and Decision as follows:

### **FINDINGS REGARDING COMPLIANCE WITH CONDOMINIUM SUBDIVISION REQUIREMENTS**

Condominium Plat Requirements				
Compliant				
Yes	No	N/A	City Code	Standards
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.070.B	The subdivider of the condominium project shall submit with the preliminary plat application a copy of the proposed bylaws and condominium declarations of the proposed condominium development. Said documents shall adequately provide for the control and maintenance of all common areas, recreational facilities and open space.
			<i>Findings</i>	<i>The applicant provided a draft copy of the articles of incorporation, bylaws, and declarations with the application submittal.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.070.D	All garages shall be designated on the preliminary and final plats and on all deeds as part of the particular condominium units. No garage may be condominiumized or sold separate from a condominium unit.
			<i>Findings</i>	<i>As shown on Sheet 2 of the final plat, the garage units are designated as limited common elements and specifically referenced to a unit number. Condition #3 outlines changes that need to be made to the plat prior to plat recording to align the final plat with the design review and preliminary plat approvals.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.070.E	Adequate storage areas shall be provided for boats, campers and trailers, as well as adequate interior storage space for personal property of the resident of each condominium unit.
			<i>Findings</i>	<i>As shown on Sheet 2 of the final plat, the unit sizes facilitates the storage of personal property within the units. Additional storage units are provided on the first floor for Units 201, and the garages are oversized, allowing for additional storage.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.070.F	A maintenance building or room shall be provided of adequate size and location for the type and size of the condominium project for storage of maintenance equipment and supplies for common areas.
			<i>Findings</i>	<i>As shown on Sheet 2, there is a storage area on the ground floor designated as common area which is dedicated to maintenance needs of the development.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.070.G	The subdivider shall dedicate to the common use of the homeowners adequate open space of such shape and area usable and convenient to the residents of the condominium subdivision. Location of building sites and common area shall maximize privacy and solar access.
			<i>Findings</i>	<i>Each condominium unit, is provided multiple private balconies adjacent to the unit with the exception of the ground floor unit. The ground floor unit is adjacent to outdoor seating areas along the street frontage.</i>

<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.070.H	All other provisions of this chapter and all applicable ordinances, rules and regulations of the city and all other governmental entities having jurisdiction shall be complied with by condominium subdivisions.
			<i>Findings</i>	<i>The project has been reviewed for compliance with all other sections of the subdivision standards. The project is in compliance as discussed above.</i>

### FINDINGS REGARDING COMPLIANCE WITH SUBDIVISION FINAL PLAT REQUIREMENTS

Final Plat Requirements				
Compliant			Standards and City Council Findings	
YES	NO	N/A	Ketchum Municipal Code	City Standards and <i>City Council Findings</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.K	Contents Of Final Plat: The final plat shall be drawn at such a scale and contain such lettering as to enable same to be placed upon sheets of eighteen inch by twenty four inch (18" x 24") Mylar paper with no part of the drawing nearer to the edge than one-half inch (1/2"), and shall be in conformance with the provisions of title 50, chapter 13, Idaho Code. The reverse side of such sheet shall not be used for any portion of the drawing, but may contain written matter as to dedications, certificates, signatures, and other information. The contents of the final plat shall include all items required under title 50, chapter 13, Idaho Code, and also shall include the following:
			<i>Findings</i>	<i>The Final Plat mylar shall be prepared following Ketchum City Council review and approval of the Final Plat application and shall meet these standards.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.K.1	Point of beginning of subdivision description tied to at least two (2) governmental survey corners, or in lieu of government survey corners, to monuments recognized by the city engineer.
			<i>Findings</i>	<i>As shown on sheet 1, the point of beginning has been established. Therefore, this standard is met.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.K.2	Location and description of monuments.
			<i>Findings</i>	<i>As shown on Sheet 1, all monuments are noted and described. Therefore, this standard is met.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.K.3	Tract boundary lines, property lines, lot lines, street right of way lines and centerlines, other rights of way and easement lines, building envelopes as required on the preliminary plat, lot area of each lot, boundaries of floodplain and floodway and avalanche district, all with bearings, accurate dimensions in feet and decimals, in degrees and minutes and radii, arcs, central angles, tangents and chord lengths of all curves to the above accuracy.
			<i>Findings</i>	<i>Sheet 1 provides property lines and boundary lines for the subject property, adjacent subdivisions, easements, and adjacent streets. As shown, this standard is met.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.K.4	Names and locations of all adjoining subdivisions.
			<i>Findings</i>	<i>As shown on Sheet 1, all adjacent properties are lots within the original Ketchum Townsite and are noted as such.</i>



<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.K.5	Name and right of way width of each street and other public rights of way.
			<i>Findings</i>	<i>As shown on Sheet 1, the right of ways for Eighth Street, First Ave, and the alley are all named and dimensioned.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.K.6	Location, dimension and purpose of all easements, public or private.
			<i>Findings</i>	<i>Sheet 1 outlines all applicable easements on the property, public and private, including easements for utilities and access.</i>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.030.K.7	The blocks numbered consecutively throughout each block.
			<i>Findings</i>	<i>This condominium subdivision is part of an existing subdivision and no additional blocks are being created or numbered.</i>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.030.K.8	The outline of any property, other than a street, alley or easement, which is offered for dedication to public use, fully dimensioned by distances and bearings with the area marked "Dedicated to the City of Ketchum for Public Use", together with any other descriptive language with regard to the precise nature of the use of the land so dedicated.
			<i>Findings</i>	<i>N/A as no dedications have been required or proposed for this condominium subdivision.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.K.9	The title, which shall include the name of the subdivision, the name of the city, if appropriate, county and state, and the location and description of the subdivision referenced to section, township, range.
			<i>Findings</i>	<i>This standard has been met. The name of the proposed subdivision is The IDA Building.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.K.10	Scale, north arrow and date.
			<i>Findings</i>	<i>As shown on Sheet 1, this standard has been met.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.K.11	Location, width, and names of all existing or dedicated streets and other public ways within or adjacent to the proposed subdivision
			<i>Findings</i>	<i>As shown on Sheet 1, the right of ways for Washington Ave, 8<sup>th</sup> Street, and 7<sup>th</sup> Street are named and dimensioned. All alleys are dimensioned as well. No new public streets are being proposed or required for the development.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.K.12	A plat note referencing the county recorder's instrument number where the condominium declaration(s) and/or articles of incorporation of homeowners' association governing the subdivision are recorded.
			<i>Findings</i>	<i>Plat note 6 on Sheet 1 includes the required note with a space to put the instrument number for the recorded declarations.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.K.13	Certificate by a registered professional land surveyor making the plat certifying the correctness of the plat.
			<i>Findings</i>	<i>Sheet 4 includes the required signature block that will be signed prior to recording of the final plat.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.K.14	A current title report of all property contained within the plat shall be provided to the City and use, in part, as the basis for the dedication of easements and encumbrances on the property.
			<i>Findings</i>	<i>This standard has been met. A title report and warranty deed were submitted with the Final Plat application and both are current.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.K.15	Certification of owner(s) of record and all holders of security interest(s) of record with regard to such property.

			<i>Findings</i>	<i>Sheet 3 includes the required signature block for signature of the applicable property owners.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.K.16	Certification and signature of the City engineer verifying that the subdivision and design standards meet all city requirements.
			<i>Findings</i>	<i>Sheet 4 includes the required certificate and signature space for the City Engineer to sign the plat prior to recording of the final plat.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.K.17	Certification and signature of the City Clerk of the city of Ketchum verifying that the subdivision has been approved by the council.
			<i>Findings</i>	<i>Sheet 4 includes the required certificate and signature space for the City Clerk to sign the plat prior to recording of the final plat.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.K.19	Notation of any additional restrictions imposed by the council on the development of such subdivision to provide for the public health, safety and welfare.
			<i>Findings</i>	<i>Per condition #2, plat notes shall be added that notate the applicable ROW encroachment agreement and alley maintenance agreement. No other restrictions are required by this final plat.</i>

#### **CONCLUSIONS OF LAW**

1. The City of Ketchum is a municipal corporation organized under Article XII of the Idaho Constitution and the laws of the State of Idaho, Title 50, Idaho Code.
2. Under Chapter 65, Title 67, of the Idaho Code the City has passed a subdivision ordinance, Title 16.
4. The City Council has authority to review and approve the applicant's Condominium Subdivision Final Plat Application pursuant to Chapter 16.04 of Ketchum Code Title 16.
5. The project does meet the standards of approval under Chapter 16.04 of Subdivision Code Title 16.

#### **DECISION**

THEREFORE, the Ketchum City Council approves this Final Plat application this Monday, January 2, 2024 subject to the following conditions of approval.

#### **CONDITIONS OF APPROVAL**

1. The Condominium Declaration shall be simultaneously recorded with the Final Plat. The City will not now, nor in the future, determine the validity of the Condominium Declaration.
2. Prior to recording of the Final Plat, two plat notes referencing the ROW Encroachment Agreement and Alley Maintenance Agreement shall be added. The two agreements shall be recorded prior to recording of the final plat and have the instrument number indicated within the plat note prior to staff signature.
3. The parking space and garage spaces dedicated to each unit on Sheet 2 shall be revised to align with the approved plans for Design Review approval P21-077 and Building Permit B21-124.
4. The final plat shall be filed with the Blaine County Recorder within one year after final plat approval by the council. Failure to file such final plat within that time shall cause all approvals of such final plat to be null and void.

Findings of Fact adopted this 2<sup>nd</sup> day of January 2024.

---

Neil Bradshaw  
Mayor  
City of Ketchum

Attest:

---

Trent Donat, City Clerk



City of Ketchum

## CITY COUNCIL MEETING AGENDA MEMO

Meeting Date: January 2, 2024 Staff Member/Dept: Suzanne Frick/KURA

Agenda Item: Recommendation to Adopt Resolution 24-002 Reappointing Susan Scovell and Appointing Courtney Hamilton and Mason Frederickson to the Ketchum Urban Renewal Agency (KURA)

### Recommended Motion:

I move to approve:  
1. Resolution 24-002

### Reasons for Recommendation:

- Susan Scovell's term expires in January 2024 and her expertise and experience on the KURA is valuable. Susan has expressed the desire to be reappointed.
- KURA includes two city council members. Jim Slanetz left the Board and Courtney Hamilton will serve as the second city council member.
- Mason Frederickson will replace Casey Dove who resigned in November 2023. Mason has financial expertise that will be beneficial to the KURA.

### Policy Analysis and Background (non-consent items only):

### Sustainability Impact:

None

### Financial Impact:

None

### Attachments:

1. Resolution 24-002

## **RESOLUTION NUMBER 24-002**

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF KETCHUM, IDAHO, TO APPROVE THE RE-APPOINTMENT OF SUSAN SCOVELL, AND THE APPOINTMENT OF COURTNEY HAMILTON AND MASON FREDERICKSON TO THE BOARD OF COMMISSIONERS OF THE KETCHUM URBAN RENEWAL AGENCY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, pursuant to Idaho Code § 50-2001 *et seq.*, the “Idaho Urban Renewal Law of 1965”, the City of Ketchum created the Ketchum Urban Renewal Agency (the “Agency”); and

WHEREAS, pursuant to Idaho Code § 50-2006, the City established a Board of Commissioners for the Agency to transact the business and exercise the powers established by Idaho Code § 50-2001 *et seq.*; and

WHEREAS, Susan Scovell was re-appointed to a four year term on the Ketchum Urban Renewal Agency on January 6, 2020 that expires January 6, 2024; and,

WHEREAS, Susan Scovell desires to be reappointed to another 4 year term ending January 2, 2028; and,

WHEREAS, Mayor Bradshaw desires to re-appoint Susan Scovell with the consent of the City Council, to the Board of Commissioners of the Ketchum Urban Renewal Agency, to serve a new term ending January 2, 2028; and,

WHEREAS, Susan Scovell has served as the Chair of the Ketchum Urban Renewal Agency and has the knowledge and experience on the role and function of URAs in Idaho; and,

WHEREAS, Jim Slanetz served on the Ketchum Urban Renewal Agency in the elected official position that was vacated January 2, 2024; and,

WHEREAS, Mayor Bradshaw desires to appoint Council Member Courtney Hamilton, with the consent of the City Council, to fill one of the two elected official positions on the Ketchum Urban Renewal Agency Board for a term ending concurrent with Courtney Hamilton’s City Council position; and,

WHEREAS, Casey Dove resigned from the Ketchum Urban Renewal Board in November 2023 creating a vacancy on the Board; and,

WHEREAS, Mason Frederickson has expressed interest in serving on the Ketchum Urban Renewal Board and has the expertise and knowledge to serve on the Board; and,

WHEREAS, Mayor Bradshaw desires to appoint Mason Frederickson, with the Consent of the City Council, to the Board of Commissioners of the Ketchum Urban Renewal Agency, to serve a new term ending January 2, 2028;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF KETCHUM, IDAHO:

That Susan Scovell is hereby re-appointed to the Ketchum Urban Renewal Agency to a new term ending January 2, 2028;

That Courtney Hamilton is hereby appointed to the Ketchum Urban Renewal Agency to serve as one of two elected officials for a term concurrent with her City Council term;

That Mason Frederickson is hereby appointed to the Ketchum Urban Renewal Agency to a term ending January 2, 2028;

This Resolution will be in full force and effect upon its adoption this 2nd day of January 2024.

CITY OF KETCHUM, IDAHO

---

Neil Bradshaw  
Mayor

ATTEST:

---

Trent Donat  
City Clerk

# Mason Frederickson

208.755.2703

masonson@gmail.com

## Experience

---

President- Move Forward Financial, LLC- Seattle, WA September 2021 - Present

- Establish procedures and policies for loan origination and servicing
- Manage lending licenses for multiple states including reporting and compliance
- Lead marketing and outreach to offices in Pacific
- Hire and manage employees and department
- Lead grow into new states and regions
- Navigate capital markets to raise funds for lending activities

Vice President Commercial Loan Officer- DL Evans Bank- Wood River Valley November 2017 -September 2021

- Generate lending leads with existing and prospective clients
- Write and service various loan types:
  - Commercial Real Estate, Equipment, Acquisition, Revolving Lines of Credit
  - SBA loans
  - Consumer loans- Construction, HELOC, Vacant Land, Automobile, etc.
- Daily branch responsibilities and collaboration across multiple departments and locations

Management Intern- DL Evans Bank- Multiple Branches and Headquarters September 2016-November 2017

- Rotations in retail banking positions including teller, new accounts, operations, and loan assistant
- Rotation in Credit Administration learning tax analysis and underwriting
- Rotation with Senior Lenders learning sales, underwriting, and loan process and procedures

Team Lead- Antibody Production- Hybridoma Department September 2013-July 2016  
Santa Cruz Biotechnology, Ketchum, ID

- Perform all hybridoma production duties of Research Assistant (see below) as well as the following:
- Responsible for time-sensitive communication between my team and off-site management
- Constant collaboration and meetings with leads of other departments
- Troubleshoot issues in all departments at any point in production
- Ensure proper safety standards are met at all times
- Interview and advise on new hire selections
- Maintain large warehouse of cell culture supplies, chemicals, media components, and buffers

Research Assistant- Antibody Production- Hybridoma Department Oct. 2012-Sept. 2013  
Santa Cruz Biotechnology, Ketchum, ID

- Perform electrofusion of B-cells with myeloma cells for the purpose of developing and producing monoclonal antibodies
- Sterile management of cell culture, incubators, biosafety cabinets, media, and other laboratory equipment
- Organization and maintenance of thousands of clones in various stages during the production process
- Daily preparation, submission, and expansion of large volume of samples tested in multiple departments
- Meticulous, daily updating of calendars and databases for a tracking clones in multiple phases of development. Constant e-mail and telephone communication with on and off-site departments

Research Assistant- Antibody Production- Western Blot Department  
Santa Cruz Biotechnology, Ketchum, ID

July 2011-Oct. 2012

- Precise and detailed preparation of hundreds of SDS-PAGE experiments daily
- Execute all steps of procedure for analysis of antibodies
- Maintain inventory of cell lines, gel materials, buffers, antibodies, and chemicals
- Plan protocols unique to each sample group
- Interpret and communicate results to production department

Research Fellow  
University of Idaho Chemistry Department, Moscow, ID

May 2009-May 2011

- Develop protocols for incorporation of modified nucleic acids in biologically relevant experiments
- Perform experiments, gather data, and interpret results and collaborate with external labs
- Attend and present at conferences
- Assist graduate students in their research

Ski Instructor  
Sun Valley Ski Resort, Sun Valley, ID

Nov 2015-Present

- PSIA Level 1 Alpine Instructor
- Teach individual and group lessons to people of all ages
- Guide groups of clients with varying skill levels to attain performance goals

Board Member- Blaine County Housing Authority  
Ketchum, ID

2016 - Present

- Attend Monthly Board Meetings to navigate new and old business
- Currently Treasurer
- Have served as Board Chair
- Participate in sub- committee's related to various Authority activities

#### Education

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Bachelor of Science, Molecular Biology & Biotechnology.  
University of Idaho, Moscow, ID. May 2011  
GPA 3.5





## City of Ketchum

### CITY COUNCIL MEETING AGENDA MEMO

Meeting Date: January 2, 2024 Staff Member/Dept: Jade Riley - Administration

Agenda Item: Recommendation to approve Task Order/PO #24058 with HDR Engineering related to the development of future public parking near Wood River YMCA.

#### Recommended Motion:

"I move to approve Task Order/PO #24058 with HDR Engineering related to the development of future public parking at Wood River YMCA."

#### Reasons for Recommendation:

- HDR previously completed a strategic assessment of Warm Springs Road as well as the intersection of Saddle and Warm Springs.
- The city retained Holst Architects to review five city-owned properties for potential future development of community housing. The analysis concluded the south parking lot was the most logical for future housing development. The city would move the existing public parking to a combination of new on-street spots (Warm Springs and Saddle Roads) as well as the Lewis Street lot (the current recycling center). The new cardboard compacter at that location is almost online, which will greatly reduce the footprint of recycling equipment in the area and open space for development.
- City staff held two sessions with the YMCA Board to receive their feedback. The Board requested further engineering analysis be completed at the locations outlined above to ensure they will accommodate current and future parking needs.

#### Sustainability Impact:

Additional community housing units decrease vehicle miles traveled because they increase the percentage of commuters who work and live in Ketchum, resulting in shorter commute distances.

#### Financial Impact:

None OR Adequate funds exist in account:	This amendment authorizes an amount not to exceed \$19,800. Adequate funds are contained in the approved budget's contingency account.
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#### Attachments:

- PO #24058
- Task Order



**CITY OF KETCHUM**  
**PO BOX 2315 \* 191 5TH ST. \* KETCHUM, ID 83340**  
**Administration 208-726-3841 (fax) 208-726-8234**

**PURCHASE ORDER**  
BUDGETED ITEM? \_\_\_\_ Yes \_\_\_\_ No

**PURCHASE ORDER - NUMBER: 24058**

<b>To:</b> 2319 HDR ENGINEERING, INC. BOX 74008202 CHICAGO IL 60674-8202	<b>Ship to:</b> CITY OF KETCHUM PO BOX 2315 KETCHUM ID 83340
--	---

P. O. Date	Created By	Requested By	Department	Req Number	Terms
12/28/2023	KCHOMA	KCHOMA		0	

Quantity	Description	Unit Price	Total
1.00	YMCA PARKING LOT EXPANSION - TASK OR 01-4193-9930	19,717.16	19,717.16
	SHIPPING & HANDLING		0.00
	TOTAL PO AMOUNT		19,717.16

\_\_\_\_\_  
Authorized Signature

**EXHIBIT A**  
**TASK ORDER**

This Task Order pertains to an Agreement by and between City of Ketchum, (“OWNER”), and HDR Engineering, Inc. (“ENGINEER”), dated December \_\_\_, 2023, (“the Agreement”). Engineer shall perform services on the project described below as provided herein and in the Agreement. This Task Order shall not be binding until it has been properly signed by both parties. Upon execution, this Task Order shall supplement the Agreement as it pertains to the project described below.

TASK ORDER NUMBER: 01  
PROJECT NAME: YMCA Parking Expansion

- PART 1.0      PROJECT DESCRIPTION: See Attachment A
- PART 2.0      SCOPE OF SERVICES TO BE PERFORMED BY ENGINEER ON THE  
PROJECT: See Attachment A
- PART 3.0      OWNER’S RESPONSIBILITIES: See Attachment A
- PART 4.0      PERIODS OF SERVICE: See Attachment A
- PART 5.0      ENGINEER’S FEE: See Attachment B
- PART 6.0      OTHER: N/A

This Task Order is executed this \_\_\_\_\_ day of December, 2023.

_____	HDR ENGINEERING, INC.
“OWNER”	“ENGINEER”
BY: _____	BY: _____
NAME: _____	NAME: Jon Osier
TITLE: _____	TITLE: Vice President
ADDRESS: _____	412 E. Parkcenter Blvd.,
_____	Suite 100
_____	Boise, ID 83706



## SCOPE OF SERVICES

### Project Description

The purpose of this project is to evaluate and design parking improvements on Warm Springs Road, Saddle Road and two parking lots owned by the City of Ketchum (City). This Scope of Services (SOS) includes conceptual layouts for two parking lots near the Ketchum YMCA, on street parking on Saddle Road and Warm Springs Road, and conceptual level estimates.

The scope narrative is organized by the following tasks:

- Task 100 Project Management
- Task 200 Initial Concept Development
- Task 300 Final Concept Development and City Council Meeting

### Key Understandings

1. The City is the agreement administrator, and the project is funded by the City. State and Federal funds will not be used.
2. The City will coordinate survey and geotechnical needs for this SOS order under separate contracts with separate contractors.
3. The City and/or S&C Associates will complete utility coordination for the task order.
4. The SOS assumes a four (4) month duration for budgeting purposes based on an NTP of December 15, 2023.
5. The City commissioned an independent analysis with HOLST Architects to review several City owned properties for the development of community housing. The City coordinated with the YMCA to evaluate options and arrived at a preferred scenario of housing on the south lot with public parking replaced at the Lewis Street City owned lot and on-street (Warm Springs Road and Saddle Road) in accordance with the existing lease and parking agreements.
6. The City will pay for the improvements to the roadways to install new parking facilities.
7. In providing opinions of probable construction cost for the project, HDR has no control over cost or price of labor and materials, unknown or latent conditions of existing equipment or structures that might affect operation or maintenance costs, competitive bidding procedures and market conditions, time or quality of performance by operating personnel or third parties, and other economic and operational factors that might materially affect the ultimate cost or schedule. HDR, therefore, will not warranty project costs will not vary from HDR's opinions, analyses, projections, or estimates.
8. All deliverables are in PDF format unless noted otherwise
9. Design of the improvements will be under a separate contract or supplemental agreement and is not included in this SOS.

## 100 PROJECT MANAGEMENT

### 110 Project Initiation and Project Management Plan

HDR will set up the project files and accounting system, as well as prepare a Project Management Plan for use by the project team, including the City. The plan will include key project information such as communication protocols, contact information for key team members, project schedule, project delivery process, quality control procedures and will be updated as needed during the project development process.



### **Deliverables**

- Project Management Plan (information only, no review)

### **Assumptions**

- No Kickoff meeting will be held.

## **120 Project Team Meetings**

Project team meetings will be conducted throughout the duration of the project. Team meetings will be held via conference call to review project status and address questions with the City. The team meetings will be held via conference call throughout the project.

All meetings will include an agenda and discussion of action items. Meeting minutes will be prepared and distributed.

### **Assumptions**

- Project Team meetings are anticipated to be virtual and last one (1) hour, including preparing meeting minutes.
- For budgeting purposes two (2) team meetings are assumed for the project duration and two (2) HDR staff members will attend each project team meeting.

### **Deliverables**

- Project Team meetings agendas and minutes

## **130 Status Calls**

Status calls between the HDR PM and the City PM will be scheduled as needed throughout the duration of the project to coordinate project status and needs. The HDR PM will coordinate the necessary updates and action items for the calls.

### **Assumptions**

- Status calls will be scheduled as necessary.
- For budgeting purposes one (1) status call is assumed each month of the project and each call will last one hour (1).

### **Deliverables**

- Action Item List - via email, if necessary

## **140 Project Administration, Progress Reports and Invoicing**

HDR will staff and manage a project team to provide project deliverables and manage the budget and schedule. Monthly progress reports and invoices will meet the City's requirements. HDR will submit invoices to the City.

### **Deliverables**

- Four (4) Monthly Invoice and Progress Reports - including labor and expense backup

# **200 Initial Concept Development**

## **210 Initial Alternative Concept Development**

HDR will develop alternatives to accommodate the number of parking stalls for the YMCA facility. HDR will develop conceptual plan view exhibits with brief written descriptions depicting and addressing major and minor roadways, land use, private property, development opportunity



impacts, right-of-way impacts, placemaking and public realm improvements, bicycle and pedestrian accommodations and crossings and major utility and/or drainage relocations.. HDR will present the City with options on including traffic calming measures on Warm Springs Road previously explored in other projects.

#### **Assumptions**

- No more than three (3) alternatives will be evaluated

#### **Deliverables**

- Conceptual renderings of up to three (3) alternatives
- Conceptual memo describing the impacts of each alternative

### **211 Concept Opinion of Probable Costs**

HDR will prepare conceptual cost estimates for each alternative.

#### **Assumptions**

- ROW costs, if any, will be included in the Opinion of Probable Costs
- The City or S&C associates will be responsible for estimating costs of relocating utilities, if needed

#### **Deliverables**

- Three (3) opinions of probable costs

### **212 Concept Review Meeting**

HDR will send the concepts to the City for review and the City distribute the concepts to stakeholders including Mountain Rides, the YMCA, Ketchum Traffic Authority, and contractors/consultants working on the adjacent YMCA housing project. The City will consolidate the comments from the stakeholders into one (1) set and provide them to HDR. HDR will generate a comment response matrix and coordinate resolution of comments with the City. HDR and the City will hold one (1) concept review meeting to discuss the concepts and provide input from major stakeholders. At the concept review meeting, the project team will select one (1) alternative for further refinement and cost estimating in preparation for presentation to the City Council.

#### **Assumptions**

- Two (2) HDR staff will attend the concept review meeting in person.
- For budgeting purposes, travel is expected to last six (6) hours round trip and the meeting is estimated to last three (3) hours.
- The City will invite stakeholders to the meeting and coordinate location.

#### **Deliverables**

- Comment response matrix
- Concept review meeting minutes



## 300 Final Concept Development and City Council Meeting

### 310 Concept Refinement

HDR will refine the one (1) concept based on the comments received at the concept review meeting.

#### Assumptions

- Only one (1) alternative will be refined.

#### Deliverables

- One (1) refined plan view layout and description
- One (1) opinion of probable cost

### 311 City Council Meeting

The City will present the refined concept to the City Council for adoption. HDR will attend the City council meeting and support City Staff.

#### Assumptions

- Two (2) HDR staff members will attend the City Council Meeting virtually and the Meeting is expected to last two (2) hours.
- The City will be responsible for developing the presentation to the council, with support from HDR. For budgeting purposes, HDR will provide one (1) staff member for two (2) hours to assist in the development of the presentation.

#### Deliverables

- None



CONSULTANT NAME: HDR Engineering, Inc.  
 PROJECT NAME: YMCA Parking Expansion  
 PROJECT NO.: N/A  
 KEY NO. N/A

## **DESIGN**

### **A. SUMMARY ESTIMATED MAN-DAY COSTS**

	Staff-Hours		Rate		Labor Cost
1 Principal in Charge	= 1.00	@	\$339.00	=	\$339.00
2 Quality Control	= 6.00	@	\$222.00	=	\$1,332.00
3 Project Manager	= 30.00	@	\$165.00	=	\$4,950.00
4 Transportation Engineer	= 20.00	@	\$165.00	=	\$3,300.00
5 EIT	= 73.00	@	\$107.00	=	\$7,811.00
6 Accounting	= 10.00	@	\$114.00	=	\$1,140.00
<b>TOTAL =</b>	<b>140.00</b>			<b>TOTAL =</b>	<b>\$18,872.00</b>

### **B. OUT-OF-POCKET EXPENSES**

**HDR TOTAL ESTIMATED EXPENSE\* = \$279.00**

\* See attached Direct Expenses for HDR

### **C. ESCALATION**

Anticipated Agreement Date: December 1, 2023  
 Project Duration: 4 Months  
 Escalation Period: 3 Months

Total Labor Cost		Esc Ratio		Annual Esc	
\$18,872.00	X	75%	x	4.0%	=
					<b>\$566.16</b>

**HDR Subtotal = \$19,717.16**

### **D. SUBCONSULTANTS**

**Subconsultant Subtotal = \$0.00**

**TOTAL = \$19,717.16**



## CITY COUNCIL MEETING AGENDA MEMO

Meeting Date: January 2, 2024 Staff Member/Dept: Paige Nied, Associate Planner  
Planning and Building Department

Agenda Item: Recommendation to hold a public hearing and approve the Lots 3AA & 4AA First Addition Sun Valley Subdivision Lot Line Shift Application and Adopt the Findings of Fact, Conclusions of Law, and Decision.

### Recommended Motion:

"I move to approve the Lots 3AA & 4AA First Addition Sun Valley Subdivision Lot Line Shift Application and adopt the Findings of Fact, Conclusions of Law, and Decision."

### Reasons for Recommendation:

- The request meets all applicable standards for Readjustment of Lot Lines as specified in the Ketchum Municipal Code's Subdivision (Title 16) regulations.
- Consistent with Ketchum Municipal Code §16.04.020, the proposal meets the definition of Readjustment of Lot Lines because: (1) changes are proposed to the existing property boundaries, (2) proposed Lots 3AA and 4AA comply with all dimensional standards required in the Limited Residential Zone District, and (3) the proposal does not create additional lots or dwelling units.
- All city departments have reviewed the proposal and have no concerns with the proposed lot line shift.

### Policy Analysis and Background:

The Lot Line Shift Application (File No. P23-095) proposes to move 8,994 square feet from Lot 3A into Lot 4A and dedicate a new access easement and sewer easement on the Sun Valley Subdivision First Addition. Amended Lot 3AA will decrease in size from 19,608 square feet to 10,614 square feet and feature a new 18-foot-wide access easement on the property. Amended Lot 4AA will increase in size from 26,326 square feet to 35,320 square feet and feature a new 182 square foot sewer easement on the property. The image below depicts the location and boundary lines of the subject properties.



Consistent with Ketchum Municipal Code (KMC) §16.04.020, the proposal meets the definition of Readjustment of Lot Lines because: (1) the changes proposed are to the existing property boundaries, (2) the proposed Lots 3AA and 4AA comply with all dimensional standards required in the Limited Residential (LR) Zone District, and (3) the proposal does not create additional lots or dwelling units.

Readjustment of Lot Lines: A change or modification of the boundary lines between existing lots or parcels of land or between dwelling units which does not reduce the area, frontage, width, depth or building setback lines of each lot below the minimum zoning requirements and which does not create additional lots or dwelling units. "Readjustment of Lot Lines" includes other minor changes to a subdivision, condominium, or townhouse plat such as, but not limited to, notation changes, boundary shifts and removal of lot line(s), each of which do not reduce the area, frontage, width, depth or building setback lines of each lot below the minimum zoning requirements nor create additional lots or dwelling units (KMC §16.04.020).

During Department Review, City staff reviewed the lot line shift application for conformance with Ketchum Municipal Code (KMC) 16.04.030 – *Procedures for subdivision approval* and KMC 16.04.060 – *Readjustment of Lot Lines Procedures*. Please see the draft Findings of Fact in Attachment 3 for the review of all requirements and standards. Where "N/A" is checked, the standard is not applicable as the standard applies to the creation of new subdivisions, new lots, or new infrastructure. As no new development is proposed, no upgrades to existing utility infrastructure or right-of-way improvements are required.

No concerns or issues were raised by other city departments during Department Review regarding the proposed lot line shift. As conditioned, the proposed Lots 3AA and 4AA Sun Valley Subdivision First Addition final plat meets the standards for Readjustment of Lot Lines under Title 16 of the Ketchum Municipal Code.

Sustainability Impact:

This application has no impact on the City's ability to meet the Ketchum Sustainability Action Plan.
--

Financial Impact:

None	There is no financial request to the City of Ketchum for the application and therefore no budget implications.
------	--

Attachments:

- |   |
|---|
| 1. Lot Line Shift Application Materials                     |
| 2. Final Plat   |
| 3. Draft Findings of Fact, Conclusions of Law, and Decision |



City of Ketchum

# Attachment 1: Lot Line Shift Application Materials



City of Ketchum  
Planning & Building

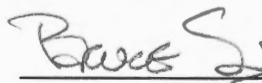
OFFICIAL USE ONLY	
File Number:	P23-095
Date Received:	10/25/23
By:	HLN
Fee Paid:	\$1700
Approved Date:	
Denied Date:	
By:	

**Readjustment of Lot Lines (Lot Line Shift) Application**

Submit completed application and documentation to [planningandzoning@ketchumidaho.org](mailto:planningandzoning@ketchumidaho.org) Or hand deliver to Ketchum City Hall, 191 5th St. W. Ketchum, ID If you have questions, please contact the Planning and Building Department at (208) 726-7801. To view the Development Standards, visit the City website at: [www.ketchumidaho.org](http://www.ketchumidaho.org) and click on Municipal Code. You will be contacted and invoiced once your application package is complete.

<b>OWNER INFORMATION</b>	
Owner Name: Robert Shawn & Julie Ann Wood ; Steve Ashburn	
Mailing Address: PO Box 2029, Sun Valley, ID 83353 ; PO Box 1926, Ketchum, ID 83340	
Phone: 323-422-8883 208-720-3818	
Email: SHAWN@RSWOODCONSTRUCTION.COM	
<b>PROJECT INFORMATION</b>	
Name of Proposed Plat: FIRST ADDITION SUN VALLEY SUB., LOTS 3AA+4AA	
Representative of Owner: Bruce Smith, PLS - Alpine Enterprises Inc	
Phone: 208.727.1988	
Mailing Address: PO Box 2037, Ketchum, ID 83340	
Email: bsmith@alpineenterprisesinc.com	
Legal Land Description: Lot 4A & Lot 3A Sun Valley Subdivision 1st Add	
Project Address: 1317 & 1401 Warm Springs Rd., Ketchum, ID 83340	
Number of Lots: 2	Number of Units: 2
Total Land Area in Square Feet: 26,269.22 + 19,611.01 = 45,880.26	Current Zoning District: LR
Overlay District: <input type="checkbox"/> Flood <input type="checkbox"/> Mountain <input type="checkbox"/> Avalanche	
Easements to be Dedicated on the Final Plat (Describe Briefly):	
AS SHOWN ON PLAT	
18' ACCESS EASEMENT, WATER EASEMENT, PUBLIC UTILITIES	
<b>ATTACHMENTS NECESSARY TO COMPLETE APPLICATION</b>	
1. A copy of a current lot book guarantee and recorded deed to the subject property;	
2. Title report	
3. PDF version of the final plat.	

Applicant agrees in the event of a dispute concerning the interpretation or enforcement of the Lot Line Shift Application, in which the City of Ketchum is the prevailing party, to pay reasonable attorney fees, including attorney fees on appeal, and expenses of the City of Ketchum. I, the undersigned, certify that all information submitted with and upon this application form is true and accurate to the best of my knowledge and belief.

  
Signature of Owner/Representative

BRUCE SMITH, PLS  
ALPINE ENTERPRISES INC

24 OCT 23  
Date



## CLTA LOT BOOK GUARANTEE

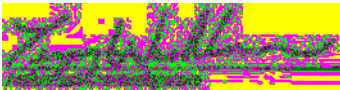
ISSUED BY  
STEWART TITLE GUARANTY COMPANY  
a corporation, herein called the Company

**SUBJECT TO THE EXCLUSIONS FROM COVERAGE, THE LIMITS OF LIABILITY AND OTHER PROVISIONS OF THE CONDITIONS AND STIPULATIONS HERETO ANNEXED AND MADE A PART OF THIS GUARANTEE, AND SUBJECT TO THE FURTHER EXCLUSION AND LIMITATION THAT NO GUARANTEE IS GIVEN NOR LIABILITY ASSUMED WITH RESPECT TO THE IDENTITY OF ANY PARTY NAMED OR REFERRED TO IN SCHEDULE A OR WITH RESPECT TO THE VALIDITY, LEGAL EFFECT OR PRIORITY OF ANY MATTER SHOWN THEREIN.**

### GUARANTEES


the Assured named in Schedule A against actual monetary loss or damage not exceeding the liability amount stated in Schedule A which the Assured shall sustain by reason of any incorrectness in the assurances set forth in Schedule A.


Countersigned by:



Blaine County Title, Inc.  
360 Sun Valley Road  
P.O. Box 3176  
Ketchum, ID 83340  
Agent ID: 120037



  
\_\_\_\_\_  
Frederick H. Eppinger  
President and CEO

  
\_\_\_\_\_  
David Hisey  
Secretary

For purposes of this form the "Stewart Title" logo featured above is the represented logo for the underwriter, Stewart Title Guaranty Company.

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File No.: 2224869

Lot Book Guarantee (6-6-92)

Page 1 of 3 of Policy Serial No.: G-0000-878733408

## GUARANTEE CONDITIONS AND STIPULATIONS

1. **Definition of Terms** – The following terms when used in this Guarantee mean:
  - (a) "the Assured": the party or parties named as the Assured in this Guarantee, or on a supplemental writing executed by the Company.
  - (b) "land": the land described or referred to in Schedule (A)(C) or in Part 2, and improvements affixed thereto which by law constitute real property. The term "land" does not include any property beyond the lines of the area described or referred to in Schedule (A)(C) or in Part 2, nor any right, title, interest, estate or easement in abutting streets, roads, avenues, alleys, lanes, ways or waterways.
  - (c) "mortgage": mortgage, deed of trust, trust deed, or other security instrument.
  - (d) "public records": records established under state statutes at Date of Guarantee for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without knowledge.
  - (e) "date": the effective date;
2. **Exclusions from Coverage of this Guarantee** – The Company assumes no liability for loss or damage by reason of the following:
  - (a) Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public records.
  - (b) (1) Unpatented mining claims; (2) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (3) water rights, claims or title to water: whether or not the matters excluded by (1), (2) or (3) are shown by the public records.
  - (c) Assurances to title to any property beyond the lines of the land expressly described in the description set forth in Schedule (A)(C) or in Part 2 of this Guarantee, or title to streets, roads, avenues, lanes, ways or waterways on which such land abuts, or the right to maintain therein vaults, tunnels, ramps or any other structure or improvement; or any rights or easements therein unless such property, rights or easements are expressly and specifically set forth in said description.
  - (d) (1) Defects, liens, encumbrances, or adverse claims against the title, if assurances are provided as to such title, and as limited by such assurances. (2) Defects, liens, encumbrances, adverse claims or other matters (a) whether or not shown by the public records, and which are created, suffered, assumed or agreed to by one or more of the Assureds; (b) which result in no loss to the Assured; or (c) which do not result in the invalidity or potential invalidity of any judicial or non-judicial proceeding which is within the scope and purpose of assurances provided.
3. **Notice of Claims to be Given by Assured Claimant** – An Assured shall notify the Company promptly in writing in case knowledge shall come to an Assured hereunder of any claim of title or interest which is adverse to the title to the estate or interest, as stated herein, and which might cause loss or damage for which the Company may be liable by virtue of this Guarantee. If prompt notice shall not be given to the Company, then all liability of the Company shall terminate with regard to the matter or matters for which prompt notice is required, provided, however, that failure to notify the Company shall in no case prejudice the rights of any Assured under this Guarantee unless the Company shall be prejudiced by the failure and then only to the extent of the prejudice.
4. **No Duty to Defend or Prosecute** – The Company shall have no duty to defend or prosecute any action or proceeding to which the Assured is a party, notwithstanding the nature of any allegation in such action or proceeding.
5. **Company's Option to Defend or Prosecute Actions; Duty of Assured Claimant to Cooperate** – Even though the Company has no duty to defend or prosecute as set forth in Paragraph 4 above:
  - (a) The Company shall have the right, at its sole option and cost, to institute and prosecute any action or proceeding, interpose a defense, as limited in (b), or to do any other act which in its opinion may be necessary or desirable to establish the title to the estate or interest as stated herein, or to establish the lien rights of the Assured, or to prevent or reduce loss or damage to the Assured. The Company may take any appropriate action under the terms of this Guarantee, whether or not it shall be liable hereunder, and shall not thereby concede liability or waive any provision of this Guarantee. If the Company shall exercise its rights under this paragraph, it shall do so diligently.
  - (b) If the Company elects to exercise its options as stated in Paragraph 5(a) the Company shall have the right to select counsel of its choice (subject to the right of such Assured to object for reasonable cause) to represent the Assured and shall not be liable for and will not pay the fees of any other counsel, nor will the Company pay any fees, costs or expenses incurred by an Assured in the defense of those causes of action which allege matters not covered by this Guarantee.
  - (c) Whenever the Company shall have brought an action or interposed a defense as permitted by the provisions of this Guarantee, the Company may pursue any litigation to final determination by a court of competent jurisdiction and expressly reserves the right, in its sole discretion, to appeal from an adverse judgment or order.
  - (d) In all cases where this Guarantee permits the Company to prosecute or provide for the defense of any action or proceeding, an Assured shall secure to the Company the right to so prosecute or provide for the defense of any action or proceeding, and all appeals therein, and permit the Company to use, at its option, the name of such Assured for this purpose. Whenever requested by the Company, an Assured, at the Company's expense, shall give the Company all reasonable aid in any action or proceeding, securing evidence, obtaining witnesses, prosecuting or defending the action or lawful act which in the opinion of the Company may be necessary or desirable to establish the title to the estate or interest as stated herein, or to establish the lien rights of the Assured. If the Company is prejudiced by the failure of the Assured to furnish the required cooperation, the Company's obligations to the Assured under the Guarantee shall terminate.
6. **Proof of Loss or Damage** – In addition to and after the notices required under Section 3 of these Conditions and Stipulations have been provided to the Company, a proof of loss or damage signed and sworn to by the Assured shall be furnished to the Company within ninety (90) days after the Assured shall ascertain the facts giving rise to the loss or damage. The proof of loss or damage shall describe the matters covered by this Guarantee which constitute the basis of loss or damage and shall state, to the extent possible, the basis of calculating the amount of the loss or damage. If the Company is prejudiced by the failure of the Assured to provide the required proof of loss or damage, the Company's obligation to such Assured under the Guarantee shall terminate. In addition, the Assured may reasonably be required to submit to examination under oath by any authorized representative of the Company and shall produce for examination, inspection and copying, at such reasonable times and places as may be designated by any authorized representative of the Company, all records, books, ledgers, checks, correspondence and memoranda, whether bearing a date before or after Date of Guarantee, which reasonably pertain to the loss or damage. Further, if requested by any authorized representative of the Company, the Assured shall grant its permission, in writing, for any authorized representative of the Company to examine, inspect and copy all records, books, ledgers, checks, correspondence and memoranda in the custody or control of a third party, which reasonably pertain to the loss or damage. All information designated as confidential by the Assured provided to the Company pursuant to this Section shall not be disclosed to others unless, in the reasonable judgment of the Company, it is necessary in the administration of the claim. Failure of the Assured to submit for examination under oath, produce other reasonably requested information or grant permission to secure reasonably necessary information from third parties as required in the above paragraph, unless prohibited by law or governmental regulation, shall terminate any liability of the Company under this Guarantee to the Assured for that claim.
7. **Options to Pay or Otherwise Settle Claims; Termination of Liability** – In case of a claim under this Guarantee, the Company shall have the following additional options:
  - (a) To Pay or Tender Payment of the Amount of Liability or to Purchase the Indebtedness.

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File No.: 2224869

Lot Book Guarantee (6-6-92)

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The Company shall have the option to pay or settle or compromise for or in the name of the Assured any claim which could result in loss to the Assured within the coverage of this Guarantee, or to pay the full amount of this Guarantee or, if this Guarantee is issued for the benefit of a holder of a mortgage or a lienholder, the Company shall have the option to purchase the indebtedness secured by said mortgage or said lien for the amount owing thereon, together with any costs, reasonable attorneys' fees and expenses incurred by the Assured claimant which were authorized by the Company up to the time of purchase.

Such Purchase, payment or tender of payment of the full amount of the Guarantee shall terminate all liability of the Company hereunder. In the event after notice of claim has been given to the Company by the Assured the Company offers to purchase said indebtedness, the owner of the indebtedness shall transfer and assign said indebtedness, together with any collateral security, to the Company upon payment of the purchase price.

Upon the exercise by the Company of the option provided for in Paragraph (a) the Company's obligation to the Assured under this Guarantee for the claimed loss or damage, other than to make the payment required in that paragraph, shall terminate, including any obligation to continue the defense or prosecution of any litigation for which the Company has exercised its option under Paragraph 5, and the Guarantee shall be surrendered to the Company for cancellation.

(b) To Pay or Otherwise Settle With Parties Other Than the Assured or With the Assured Claimant.

To Pay or otherwise settle with other parties for or in the name of an Assured claimant any claim assured against under this Guarantee, together with any costs, attorneys' fees and expenses incurred by the Assured claimant which were authorized by the Company up to the time of payment and which the Company is obligated to pay.

Upon the exercise by the Company of the option provided for in Paragraph (b) the Company's obligation to the Assured under this Guarantee for the claimed loss or damage, other than to make the payment required in that paragraph, shall terminate, including any obligation to continue the defense or prosecution of any litigation for which the Company has exercised its options under Paragraph 5.

**8. Determination and Extent of Liability** – This Guarantee is a contract of Indemnity against actual monetary loss or damage sustained or incurred by the Assured claimant who has suffered loss or damage by reason of reliance upon the assurances set forth in this Guarantee and only to the extent herein described, and subject to the exclusions stated in Paragraph 2.

The liability of the Company under this Guarantee to the Assured shall not exceed the least of:

- (a) the amount of liability stated in Schedule A;
- (b) the amount of the unpaid principal indebtedness secured by the mortgage of an Assured mortgagee, as limited or provided under Section 7 of these Conditions and Stipulations or as reduced under Section 10 of these Conditions and Stipulations, at the time the loss or damage assured against by this Guarantee occurs, together with interest thereon; or
- (c) the difference between the value of the estate or interest covered hereby as stated herein and the value of the estate or interest subject to any defect, lien or encumbrance assured against by this Guarantee.

**9. Limitation of Liability** –

- (a) If the Company establishes the title or removes the alleged defect, lien or encumbrance, or cures any other matter assured against by this Guarantee in a reasonably diligent manner by any method, including litigation and the completion of any appeals therefrom, it shall have fully performed its obligations with respect to that matter and shall not be liable for any loss or damage caused thereby.
- (b) In the event of any litigation by the Company or with the Company's consent, the Company shall have no liability for loss or damage until there has been a final determination by a court of competent jurisdiction, and disposition of all appeals therefrom, adverse to the title, as stated herein.
- (c) The Company shall not be liable for loss or damage to any Assured for liability voluntarily assumed by the Assured in settling any claim or suit without the prior written consent of the Company.

**10. Reduction of Liability or Termination of Liability** – All payments under this Guarantee, except payments made for costs, attorneys' fees and expenses pursuant to Paragraph 5 shall reduce the amount of liability pro tanto.

**11. Payment of Loss**

- (a) No payment shall be made without producing this Guarantee for endorsement of the payment unless the Guarantee has been lost or destroyed, in which case proof of loss or destruction shall be furnished to the satisfaction of the Company.
- (b) When liability and the extent of loss or damage has been definitely fixed in accordance with these Conditions and Stipulations, the loss or damage shall be payable within thirty (30) days thereafter.

**12. Subrogation Upon Payment or Settlement** – Whenever the Company shall have settled and paid a claim under this Guarantee, all right of subrogation shall vest in the Company unaffected by any act of the Assured claimant.

The Company shall be subrogated to and be entitled to all rights and remedies which the Assured would have had against any person or property in respect to the claim had this Guarantee not been issued. If requested by the Company, the Assured shall transfer to the Company all rights and remedies against any person or property necessary in order to perfect this right of subrogation. The Assured shall permit the Company to sue, compromise or settle in the name of the Assured and to use the name of the assured in any transaction or litigation involving these rights or remedies.

If a payment on account of a claim does not fully cover the loss of the Assured the Company shall be subrogated to all rights and remedies of the Assured after the Assured shall have recovered its principal, interest and costs of collection.

**13. Arbitration** – Unless prohibited by applicable law, either the Company or the Assured may demand arbitration pursuant to the Title Insurance Arbitration Rules of the American Arbitration Association. Arbitrable matters may include, but are not limited to, any controversy or claim between the Company and the Assured arising out of or relating to this Guarantee, any service of the Company in connection with its issuance or the breach of a Guarantee provision or other obligation. All arbitrable matters when the Amount of Liability is \$1,000,000 or less shall be arbitrated at the option of either the Company or the Assured. All arbitrable matters when the amount of liability is in excess of \$1,000,000 shall be arbitrated only when agreed to by both the Company and the Assured. The Rules in effect at Date of Guarantee shall be binding upon the parties. The award may include attorneys' fees only if the laws of the state in which the land is located permits a court to award attorneys' fees to a prevailing party. Judgment upon the award rendered by the Arbitrator(s) may be entered in any court having jurisdiction thereof. The law of the situs of the land shall apply to an arbitration under the Title Insurance Arbitration Rules. A copy of the Rules may be obtained from the Company upon request.

**14. Liability Limited to This Guarantee; Guarantee Entire Contract** –

- (a) This Guarantee together with all endorsements, if any, attached hereto by the Company is the entire Guarantee and contract between the Assured and the Company. In interpreting any provision of this Guarantee, this Guarantee shall be construed as a whole.
- (b) Any claim of loss or damage, whether or not based on negligence, or any action asserting such claim, shall be restricted to this Guarantee.
- (c) No amendment of or endorsement to this Guarantee can be made except by a writing endorsed hereon or attached hereto signed by either the President, a Vice President, the Secretary, an Assistant Secretary, or validating officer or authorized signatory of the Company.

**15. Notices, Where Sent** – All notices required to be given the Company and any statement in writing required to be furnished the Company shall include the number of this Guarantee and shall be addressed to the Company at P.O. Box 2029, Houston, Texas 77252-2029.

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File No.: 2224869

Lot Book Guarantee (6-6-92)

Page 3 of 3 of Policy Serial No.: G-0000-878733408

## LOT BOOK GUARANTEE SCHEDULE A

**File No.:** 2224869

**Guarantee No.:** G-0000-878733408

**Date of Guarantee:** December 09, 2022 at 8:00 am

**Liability:** \$1,000.00

**Premium:** \$130.00

**A. Assured:**

Alpine Enterprises Inc Bruce Smith, PLS 7048

**B. Assurances, given without examination of the documents listed or referred to and only to the specifically named documents and no others:**

**1. Description of the land in Blaine County, Idaho:**

Lot 3A of a REPLAT OF : AMENDED LOT 2 AND LOT 3 WITHIN: LOT LINE SHIFT OF LOTS 1,2,3 SUN VALLEY SUBDIVISION, 1ST ADDITION, as shown on the official plat thereof recorded as Instrument No. 323893, records of Blaine County, Idaho.

**2. The last recorded instrument in the public records purporting to transfer title to said land was:**

Warranty Deed, recorded as Document No. 493117, conveying said real property to:

Steve Ashburn, an unmarried man

3. That there are no mortgages or deeds of trust describing the land that have not been released or reconveyed by an instrument recorded in the public records, other than those shown below under Exceptions.
4. That there are no contracts for sales, contracts for deed, including memorandums giving notice of such contracts, attachments, tax deed recorded within the last 9 years, which purport to affect the land other than shown below under Exceptions.

**C. Exceptions:**

1. Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the Public Records. Proceedings by a public agency which may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by Public Records.
2. Any facts, rights, interests, or claims which are not shown by the Public Records, but which could be ascertained by an inspection of the Land or by making inquiry of persons in possession thereof.
3. Easements, liens, or encumbrances, or claims thereof, which are not shown by the Public Records.
4. Discrepancies, conflicts in boundary lines, shortages in area, encroachments, or any other facts which a correct survey would disclose, and which are not shown by the public records.

5. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims, or title to water, whether or not the matters excepted under (a), (b), or (c) are shown by the Public Records.
6. Any lien or right to a lien for services, labor, equipment or material heretofore or hereafter furnished, imposed by law and not shown by the Public Records.
7. Rights of the state or federal government and/or public in and to any portion of the land for right of way (whether or not such rights are shown by recordings of easements and/or maps in the Public Records by the State of Idaho showing the general location of these rights of way).
8. Minerals of whatsoever kind, subsurface and surface substances, including but not limited to coal, lignite, oil, gas, uranium, clay, rock, sand and gravel in, on, under and that may be produced from the Land, together with all rights, privileges, and immunities relating thereto, whether or not appearing in the Public Records or listed in Schedule B. Stewart makes no representation as to the present ownership of any such interests. There may be leases, grants, exceptions or reservations of interest that are not listed.
9. General taxes for the year 2022, a lien in the amount of \$4,478.98, of which the first half is due on or before December 20, 2022 and the second half is due on or before June 20, 2023. (Parcel No. RPK0545000003A)

Homeowners Exemption are in effect for tax year 2022.

10. General taxes for the year 2023 and subsequent years, which are a lien not yet payable.
11. Water and sewer charges of the City of Ketchum.
12. Ketchum rubbish charges billed by Clear Creek Disposal.
13. Notes, Easements and Restrictions as shown on the official plat of First Addition Sun Valley Subdivision, recorded June 25, 1948 as [Instrument No. 93769](#), records of Blaine County, Idaho.
14. Notes, Easements and Restrictions as shown on the official plat of Lot Line Shift of Lots 1,2,3 Sun Valley Sub., 1st Addition, recorded September 15, 1988 as [Instrument No. 298228](#), records of Blaine County, Idaho.
15. Reservation and Easement, including the terms and provisions thereof, as shown in that certain Warranty Deed recorded June 13, 1989 as [Instrument No. 306414](#), records of Blaine County, Idaho.
16. Notes, Easements and Restrictions as shown on the official plat of a Replat of : Amended Lot 2 and Lot 3 Within : Lot Line Shift of Lots 1,2,3 Sun Valley Subdivision, 1st Addition, recorded September 21, 1990 as [Instrument No. 323893](#), records of Blaine County, Idaho.
17. Notices of liens if any, in favor of the State Tax Commission, the Department of Labor and Department of Health and Welfare of the State of Idaho filed in the office of the Secretary of State pursuant to Chapter 19, Title 45, Idaho Code. (The Idaho State Tax Commission electronically files liens with the office of the Secretary of State and not with the Blaine County Recorder. Until final review at closing, title may be subject to such further matters as appear necessary and appropriate following such review.)

Copies of all recorded documents outlined in this section are available upon request.

# STG Privacy Notice

## Stewart Title Companies

### WHAT DO THE STEWART TITLE COMPANIES DO WITH YOUR PERSONAL INFORMATION?

Federal and applicable state law and regulations give consumers the right to limit some but not all sharing. Federal and applicable state law regulations also require us to tell you how we collect, share, and protect your personal information. Please read this notice carefully to understand how we use your personal information. This privacy notice is distributed on behalf of the Stewart Title Guaranty Company and its title affiliates (the Stewart Title Companies), pursuant to Title V of the Gramm-Leach-Bliley Act (GLBA).

The types of personal information we collect and share depend on the product or service that you have sought through us. This information can include social security numbers and driver's license number.

All financial companies, such as the Stewart Title Companies, need to share customers' personal information to run their everyday business—to process transactions and maintain customer accounts. In the section below, we list the reasons that we can share customers' personal information; the reasons that we choose to share; and whether you can limit this sharing.

Reasons we can share your personal information.	Do we share	Can you limit this sharing?
<b>For our everyday business purposes</b> — to process your transactions and maintain your account. This may include running the business and managing customer accounts, such as processing transactions, mailing, and auditing services, and responding to court orders and legal investigations.	Yes	No
<b>For our marketing purposes</b> — to offer our products and services to you.	Yes	No
<b>For joint marketing with other financial companies</b>	No	We don't share
<b>For our affiliates' everyday business purposes</b> — information about your transactions and experiences. Affiliates are companies related by common ownership or control. They can be financial and non-financial companies. <i>Our affiliates may include companies with a Stewart name; financial companies, such as Stewart Title Company</i>	Yes	No
<b>For our affiliates' everyday business purposes</b> — information about your creditworthiness.	No	We don't share
<b>For our affiliates to market to you</b> — For your convenience, Stewart has developed a means for you to opt out from its affiliates marketing even though such mechanism is not legally required.	Yes	Yes, send your first and last name, the email address used in your transaction, your Stewart file number and the Stewart office location that is handling your transaction by email to <a href="mailto:optout@stewart.com">optout@stewart.com</a> or fax to 1-800-335-9591.
<b>For non-affiliates to market to you.</b> Non-affiliates are companies not related by common ownership or control. They can be financial and non-financial companies.	No	We don't share

We may disclose your personal information to our affiliates or to non-affiliates as permitted by law. If you request a transaction with a non-affiliate, such as a third party insurance company, we will disclose your personal information to that non-affiliate. [We do not control their subsequent use of information, and suggest you refer to their privacy notices.]

### SHARING PRACTICES

<b>How often do the Stewart Title Companies notify me about their practices?</b>	We must notify you about our sharing practices when you request a transaction.
<b>How do the Stewart Title Companies protect my personal information?</b>	To protect your personal information from unauthorized access and use, we use security measures that comply with federal law. These measures include computer, file, and building safeguards.
<b>How do the Stewart Title Companies collect my personal information?</b>	We collect your personal information, for example, when you <ul style="list-style-type: none"><li>request insurance-related services</li><li>provide such information to us</li></ul> We also collect your personal information from others, such as the real estate agent or lender involved in your transaction, credit reporting agencies, affiliates or other companies.
<b>What sharing can I limit?</b>	Although federal and state law give you the right to limit sharing (e.g., opt out) in certain instances, we do not share your personal information in those instances.

**Contact us:** If you have any questions about this privacy notice, please contact us at: Stewart Title Guaranty Company, 1360 Post Oak Blvd., Ste. 100, Privacy Officer, Houston, Texas 77056

## Privacy Notice for California Residents

Pursuant to the California Consumer Privacy Act of 2018 ("CCPA"), Stewart Information Services Corporation and its subsidiary companies (collectively, "Stewart") are providing this **Privacy Notice for California Residents** ("CCPA Notice"). This CCPA Notice supplements the information contained in Stewart's existing privacy notice and applies solely to all visitors, users and others who reside in the State of California or are considered California Residents ("consumers" or "you"). Terms used but not defined shall have the meaning ascribed to them in the CCPA.

### Information Stewart Collects

Stewart collects information that identifies, relates to, describes, references, is capable of being associated with, or could reasonably be linked, directly or indirectly, with a particular consumer, household, or device. Most of the information that Stewart collects in the course of its regular business is already protected pursuant to the Gramm-Leach-Bliley Act (GLBA). Additionally, much of this information comes from government records or other information already in the public domain. Personal information under the CCPA does not include:

- Publicly available information from government records.
- Deidentified or aggregated consumer information.
- Certain personal information protected by other sector-specific federal or California laws, including but not limited to the Fair Credit Reporting Act (FCRA), GLBA and California Financial Information Privacy Act (FIPA).

Specifically, Stewart has collected the following categories of personal information from consumers within the last twelve (12) months:

Category	Examples	Collected?
A. Identifiers.	A real name, alias, postal address, unique personal identifier, online identifier, Internet Protocol address, email address, account name, Social Security number, driver's license number, passport number, or other similar identifiers.	YES
B. Personal information categories listed in the California Customer Records statute (Cal. Civ. Code § 1798.80(e)).	A name, signature, Social Security number, physical characteristics or description, address, telephone number, passport number, driver's license or state identification card number, insurance policy number, education, employment, employment history, bank account number, credit card number, debit card number, or any other financial information, medical information, or health insurance information. Some personal information included in this category may overlap with other categories.	YES
C. Protected classification characteristics under California or federal law.	Age (40 years or older), race, color, ancestry, national origin, citizenship, religion or creed, marital status, medical condition, physical or mental disability, sex (including gender, gender identity, gender expression, pregnancy or childbirth and related medical conditions), sexual orientation, veteran or military status, genetic information (including familial genetic information).	YES
D. Commercial information.	Records of personal property, products or services purchased, obtained, or considered, or other purchasing or consuming histories or tendencies.	YES
E. Biometric information.	Genetic, physiological, behavioral, and biological characteristics, or activity patterns used to extract a template or other identifier or identifying information, such as, fingerprints, faceprints, and voiceprints, iris or retina scans, keystroke, gait, or other physical patterns, and sleep, health, or exercise data.	YES
F. Internet or other similar network activity.	Browsing history, search history, information on a consumer's interaction with a website, application, or advertisement.	YES
G. Geolocation data.	Physical location or movements.	YES
H. Sensory data.	Audio, electronic, visual, thermal, olfactory, or similar information.	YES
I. Professional or employment-related information.	Current or past job history or performance evaluations.	YES
J. Non-public education information (per the Family Educational Rights and Privacy Act (20 U.S.C. Section 1232g, 34 C.F.R. Part 99)).	Education records directly related to a student maintained by an educational institution or party acting on its behalf, such as grades, transcripts, class lists, student schedules, student identification codes, student financial information, or student disciplinary records.	YES
K. Inferences drawn from other personal information.	Profile reflecting a person's preferences, characteristics, psychological trends, predispositions, behavior, attitudes, intelligence, abilities, and aptitudes.	YES

Stewart obtains the categories of personal information listed above from the following categories of sources:

- Directly and indirectly from customers, their designees or their agents (For example, realtors, lenders, attorneys, etc.)
- Directly and indirectly from activity on Stewart's website or other applications.
- From third-parties that interact with Stewart in connection with the services we provide.

#### Use of Personal Information

Stewart may use or disclose the personal information we collect for one or more of the following purposes:

- To fulfill or meet the reason for which the information is provided.
- To provide, support, personalize, and develop our website, products, and services.
- To create, maintain, customize, and secure your account with Stewart.
- To process your requests, purchases, transactions, and payments and prevent transactional fraud.
- To prevent and/or process claims.
- To assist third party vendors/service providers who complete transactions or perform services on Stewart's behalf.
- As necessary or appropriate to protect the rights, property or safety of Stewart, our customers or others.
- To provide you with support and to respond to your inquiries, including to investigate and address your concerns and monitor and improve our responses.
- To personalize your website experience and to deliver content and product and service offerings relevant to your interests, including targeted offers and ads through our website, third-party sites, and via email or text message (with your consent, where required by law).
- To help maintain the safety, security, and integrity of our website, products and services, databases and other technology assets, and business.
- To respond to law enforcement or regulator requests as required by applicable law, court order, or governmental regulations.
- Auditing for compliance with federal and state laws, rules and regulations.
- Performing services including maintaining or servicing accounts, providing customer service, processing or fulfilling orders and transactions, verifying customer information, processing payments, providing advertising or marketing services or other similar services.
- To evaluate or conduct a merger, divestiture, restructuring, reorganization, dissolution, or other sale or transfer of some or all of our assets, whether as a going concern or as part of bankruptcy, liquidation, or similar proceeding, in which personal information held by us is among the assets transferred.

Stewart will not collect additional categories of personal information or use the personal information we collected for materially different, unrelated, or incompatible purposes without providing you notice.

#### Disclosure of Personal Information to Affiliated Companies and Nonaffiliated Third Parties

Stewart does not sell your personal information to nonaffiliated third parties. Stewart may share your information with those you have designated as your agent in the course of your transaction (for example, a realtor or a lender). Stewart may disclose your personal information to a third party for a business purpose. Typically, when we disclose personal information for a business purpose, we enter a contract that describes the purpose and requires the recipient to both keep that personal information confidential and not use it for any purpose except performing the contract.

We share your personal information with the following categories of third parties:

- Service providers and vendors (For example, search companies, mobile notaries, and companies providing credit/debit card processing, billing, shipping, repair, customer service, auditing, marketing, etc.)
- Affiliated Companies
- Litigation parties and attorneys, as required by law.
- Financial rating organizations, rating bureaus and trade associations.
- Federal and State Regulators, law enforcement and other government entities

In the preceding twelve (12) months, Stewart has disclosed the following categories of personal information for a business purpose:

Category A: Identifiers  
Category B: California Customer Records personal information categories  
Category C: Protected classification characteristics under California or federal law  
Category D: Commercial Information  
Category E: Biometric Information  
Category F: Internet or other similar network activity  
Category G: Geolocation data  
Category H: Sensory data  
Category I: Professional or employment-related information  
Category J: Non-public education information  
Category K: Inferences

#### Consumer Rights and Choices

The CCPA provides consumers (California residents) with specific rights regarding their personal information. This section describes your CCPA rights and explains how to exercise those rights.

## Access to Specific Information and Data Portability Rights

You have the right to request that Stewart disclose certain information to you about our collection and use of your personal information over the past 12 months. Once we receive and confirm your verifiable consumer request, Stewart will disclose to you:

- The categories of personal information Stewart collected about you.
- The categories of sources for the personal information Stewart collected about you.
- Stewart's business or commercial purpose for collecting that personal information.
- The categories of third parties with whom Stewart shares that personal information.
- The specific pieces of personal information Stewart collected about you (also called a data portability request).
- If Stewart disclosed your personal data for a business purpose, a listing identifying the personal information categories that each category of recipient obtained.

## Deletion Request Rights

You have the right to request that Stewart delete any of your personal information we collected from you and retained, subject to certain exceptions. Once we receive and confirm your verifiable consumer request, Stewart will delete (and direct our service providers to delete) your personal information from our records, unless an exception applies.

Stewart may deny your deletion request if retaining the information is necessary for us or our service providers to:

1. Complete the transaction for which we collected the personal information, provide a good or service that you requested, take actions reasonably anticipated within the context of our ongoing business relationship with you, or otherwise perform our contract with you
2. Detect security incidents, protect against malicious, deceptive, fraudulent, or illegal activity, or prosecute those responsible for such activities.
3. Debug products to identify and repair errors that impair existing intended functionality.
4. Exercise free speech, ensure the right of another consumer to exercise their free speech rights, or exercise another right provided for by law.
5. Comply with the California Electronic Communications Privacy Act (Cal. Penal Code § 1546 *seq.*).
6. Engage in public or peer-reviewed scientific, historical, or statistical research in the public interest that adheres to all other applicable ethics and privacy laws, when the information's deletion may likely render impossible or seriously impair the research's achievement, if you previously provided informed consent.
7. Enable solely internal uses that are reasonably aligned with consumer expectations based on your relationship with us.
8. Comply with a legal obligation.
9. Make other internal and lawful uses of that information that are compatible with the context in which you provided it.

## Exercising Access, Data Portability, and Deletion Rights

To exercise the access, data portability, and deletion rights described above, please submit a verifiable consumer request to us either:

- Calling us Toll Free at 1-866-571-9270
- Emailing us at [Privacyrequest@stewart.com](mailto:Privacyrequest@stewart.com)
- Visiting <http://stewart.com/ccpa>

Only you, or someone legally authorized to act on your behalf, may make a verifiable consumer request related to your personal information. You may also make a verifiable consumer request on behalf of your minor child.

To designate an authorized agent, please contact Stewart through one of the methods mentioned above.

You may only make a verifiable consumer request for access or data portability twice within a 12-month period. The verifiable consumer request must:

- Provide sufficient information that allows us to reasonably verify you are the person about whom we collected personal information or an authorized representative.
- Describe your request with sufficient detail that allows us to properly understand, evaluate, and respond to it.

Stewart cannot respond to your request or provide you with personal information if we cannot verify your identity or authority to make the request and confirm the personal information relates to you.

Making a verifiable consumer request does not require you to create an account with Stewart.

## Response Timing and Format

We endeavor to respond to a verifiable consumer request within forty-five (45) days of its receipt. If we require more time (up to an additional 45 days), we will inform you of the reason and extension period in writing.

A written response will be delivered by mail or electronically, at your option.

Any disclosures we provide will only cover the 12-month period preceding the verifiable consumer request's receipt. The response we provide will also explain the reasons we cannot comply with a request, if applicable. For data portability requests, we will select a format to provide your personal information that is readily useable and should allow you to transmit the information from one entity to another entity without hindrance.

Stewart does not charge a fee to process or respond to your verifiable consumer request unless it is excessive, repetitive, or manifestly unfounded. If we determine that the request warrants a fee, we will tell you why we made that decision and provide you with a cost estimate before completing your request.

#### Non-Discrimination

Stewart will not discriminate against you for exercising any of your CCPA rights. Unless permitted by the CCPA, we will not:

- Deny you goods or services.
- Charge you a different prices or rates for goods or services, including through granting discounts or other benefits, or imposing penalties.
- Provide you a different level or quality of goods or services.
- Suggest that you may receive a different price or rate for goods or services or a different level or quality of goods or services.

#### Changes to Our Privacy Notice

Stewart reserves the right to amend this privacy notice at our discretion and at any time. When we make changes to this privacy notice, we will post the updated notice on Stewart's website and update the notice's effective date. **Your continued use of Stewart's website following the posting of changes constitutes your acceptance of such changes.**

#### Contact Information

If you have questions or comments about this notice, the ways in which Stewart collects and uses your information described here, your choices and rights regarding such use, or wish to exercise your rights under California law, please do not hesitate to contact us at:

**Phone:** Toll Free at 1-866-571-9270

**Website:** <http://stewart.com/ccpa>

**Email:** [Privacyrequest@stewart.com](mailto:Privacyrequest@stewart.com)

**Postal Address:** Stewart Information Services Corporation  
Attn: Mary Thomas, Deputy Chief Compliance Officer  
1360 Post Oak Blvd., Ste. 100, MC #14-1  
Houston, TX 77056





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## WARRANTY DEED

FOR VALUE RECEIVED

Travis Stevens and Haley E. Stevens, husband and wife

GRANTOR(S), hereby grants, bargains, sells, conveys and warrants unto

Robert Shawn Wood and Julie Ann Wood, husband and wife as Community Property with Right of Survivorship

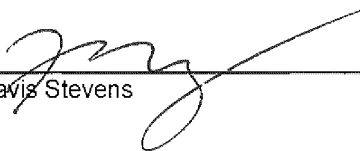
GRANTEE(S) whose current address is: PO Box 2029, Sun Valley, ID 83353

the following described premises, to-wit:

SEE EXHIBIT "A" ATTACHED HERETO

**TO HAVE AND TO HOLD** the said premises, with their appurtenances unto the said Grantee, its heirs and assigns forever. And the said Grantor does hereby covenant to and with the said Grantee, that Grantor is the owner in fee simple of said premises; that they are free from all encumbrances except those to which this conveyance is expressly made subject to and those made, suffered or done by the Grantee; and subject to all existing patent reservations; restrictions in railroad deeds of record; easements and rights of way established and of record; protective covenants of record; zoning ordinances and applicable building codes, use restrictions, ordinances, laws and regulations of any governmental unit; general taxes and assessments, including irrigation and utility assessments (if any) for the current year, which are not due and payable; and that Grantor will warrant and defend the same from all lawful claims whatsoever. Whenever the context so requires, the singular number includes the plural.

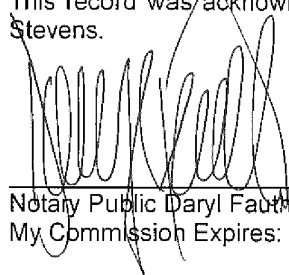
Dated this 24 day of May, 2021.

  
\_\_\_\_\_  
Travis Stevens

  
\_\_\_\_\_  
Haley E. Stevens

State of Idaho  
County of Blaine

This record was acknowledged before me on 12th day of May, 2021, by Travis Stevens and Haley E. Stevens.

  
\_\_\_\_\_  
Notary Public Daryl Fauth  
My Commission Expires: September 24, 2024

(STAMP)



# ALPINE ENTERPRISES INC.

Surveying, Mapping, GPS, GIS, Civil Engineering and Natural Hazards Consulting

## A LEGAL DESCRIPTION OF A PORTION OF LOT 19B, BLOCK 1, FIRST ADDITION SUN VALLEY SUBDIVISION

A portion of a parcel of land lying within a portion of Section 12, Township 4 North, Range 17 East, Boise Meridian, City of Ketchum, Blaine County, Idaho; being more particularly described as follows:

Commencing at the Blaine County GIS Monument "Flower", proceed S 42°23'35" E, 1332.09 feet to a 1/2" Rebar by PLS 7048, marking the Southeasterly Corner of Lot 19A, Block 1, First Addition Sun Valley Subdivision; thence N 22°46'55" E, 160.69 feet along the Easterly Boundary of said Lot 19A to a 1/2" Rebar by PLS 7048, marking the Northeasterly Corner of said Lot 19A; thence continuing N 22°46'55" E, 30.55 feet, on the Easterly Boundary of said Lot 19B, Block 1, First Addition Sun Valley Subdivision, to a 1/2" Rebar by PLS 7048 marking a point on the Easterly Boundary of said Lot 19B, which point is the **TRUE POINT OF BEGINNING**;

Thence N 43°26'35" W, 98.66 feet to a 1/2" Rebar by PLS 7048 marking a point on the Westerly Boundary of said Lot 19B;

Thence N 22°42'06" E, 25.41 feet along the Westerly Boundary of said Lot 19B to a 1/2" Rebar by GKW marking the Northerly Corner of Lot 20A, Block 1, First Addition Sun Valley Subdivision;

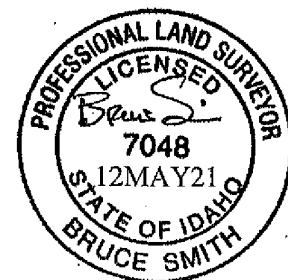
Thence continuing N 22°42'06" E, 5.10 feet along the Westerly Boundary of said Lot 19B, to a 1/2" Rebar with No Cap, Marking the Northeasterly Corner of Amended Lot 20B, Block 1, First Addition Sun Valley Subdivision;

Thence S 67°19'25" E, 13.04 feet along the Northerly Boundary of said Lot 19B to a 1/2" Rebar with No Cap marking the Southwesterly Corner of Lot 4, Block 1, First Addition Sun Valley Subdivision;

Thence continuing S 67°19'25" E, 77.29 feet along the Northerly Boundary of said Lot 19B to a 1/2" Rebar with an Illegible Cap marking the Northeasterly Corner of said Lot 19B;

Thence S 22°46'55" W, 70.45 feet along the Easterly Boundary of said Lot 19B to a 1/2" Rebar by PLS 7048 marking a point on the Easterly Boundary of said Lot 19B being the **TRUE POINT OF BEGINNING**; containing 4,558 square feet, (0.10 acres), more or less.

Basis of Bearings is Grid North per Idaho State Plane Coordinate System, NAD83 (1992) at Grid in US Survey Feet. Combined Project Scale Factor is 0.9996817, Ground Distances will be slightly longer.



1630\_PTNLt19B\_LegalDesc\_MAY2021.doc

P.O. Box 2037, 660 Bell Dr., Unit 1; Ketchum, ID 83340 208-727-1988 fax: 208-727-1987 e-mail: bsmith@alpineenterprisesinc.com

Instrument # 493117

HAILEY, BLAINE, IDAHO

2003-10-10

04:00:00 No. of Pages: 1

Recorded for: AMERITITLE

MARSHA RIEMANN

Fee: 3.00

Ex-Officio Recorder Deputy

Index to: WTY/CORP DEED

Order No. 53304

## WARRANTY DEED

FOR VALUE RECEIVED

**STEVEN J. ASHBURN, an unmarried man**

GRANTOR(s), do(es) hereby GRANT, BARGAIN, SELL and CONVEY unto

**STEVEN ASHBURN, an unmarried man**

GRANTEE(s) whose address is: **P. O. Box 1926, Ketchum, ID 83340**

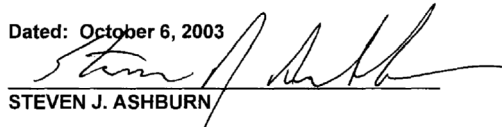
the following described real property in **Blaine** County, Idaho, to wit:

**Lot 3A, A REPLAT OF AMENDED LOT 2 & LOT 3 WITH THE LOT LINE SHIFT of LOTS 1, 2, 3 SUN VALLEY SUBDIVISION, 1ST ADDITION, according to the official plat thereof recorded as Instrument No. 323893, records of Blaine County, Idaho.**

**Subject To:** Taxes, easements established or of record, restrictions and encumbrances of record, rights reserved in federal patents, state or railroad deeds, building or use restrictions, building and zoning regulations and ordinances of any governmental unit.

**TO HAVE AND TO HOLD** said premises, with their appurtenances unto the said Grantee and to the Grantee's heirs and assigns forever. And the said Grantor does hereby covenant to and with the said Grantee, that the Grantor is the owner in fee simple of said premises; that they are free from all encumbrances except as described above and that Grantor will warrant and defend the same from all lawful claims whatsoever.

Dated: October 6, 2003

  
STEVEN J. ASHBURN

State of Idaho

}

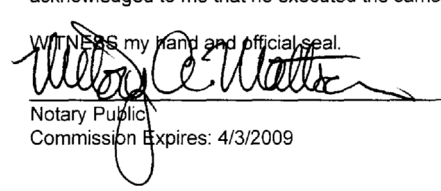
}ss.

County of Blaine

}

On this 6th day of October, in the year 2003, before me, the undersigned, personally appeared **STEVEN J. ASHBURN** 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.

WITNESS my hand and official seal.

  
Notary Public

Commission Expires: 4/3/2009



**Instrument # 656542**

HAILEY, BLAINE, IDAHO  
11-14-2018 2:40:29 PM No. of Pages: 2  
Recorded for: BLAINE COUNTY TITLE  
JOLYNN DRAGE Fee: \$15.00  
Ex-Officio Recorder Deputy: JB  
Electronically Recorded by Simplifile



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**WARRANTY DEED**

FOR VALUE RECEIVED

Warm Springs Road LLC, an Idaho Limited Liability Company,

the Grantor, hereby grants, bargains, sells, conveys and warrants unto

Robert Shawn Wood and Julie Ann Wood, husband and wife as Community Property with Right of Survivorship

the Grantee, whose current address is: PO Box 2029, Sun Valley, ID 83353


the following described premises, to-wit:


Lot 4 of FIRST ADDITION OF SUN VALLEY SUBDIVISION, according to the official plat thereof, recorded as Instrument No. 93769, records of Blaine County, Idaho.

**TO HAVE AND TO HOLD** the said premises, with their appurtenances unto the said Grantee, its heirs and assigns forever. And the said Grantor does hereby covenant to and with the said Grantee, that Grantor is the owner in fee simple of said premises; that they are free from all encumbrances except those to which this conveyance is expressly made subject to and those made, suffered or done by the Grantee; and subject to all existing patent reservations; restrictions in railroad deeds of record; easements and rights of way established and of record; protective covenants of record; zoning ordinances and applicable building codes, use restrictions, ordinances, laws and regulations of any governmental unit; general taxes and assessments, including irrigation and utility assessments (if any) for the current year, which are not due and payable; and that Grantor will warrant and defend the same from all lawful claims whatsoever. Whenever the context so requires, the singular number includes the plural.

Dated this 14th day of November, 2018.

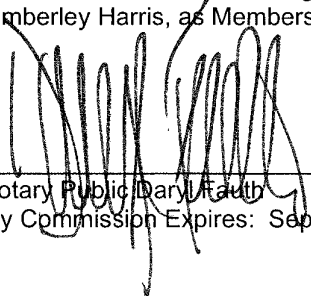
WARM SPRINGS ROAD LLC

  
\_\_\_\_\_  
Andrew Harris  
Member

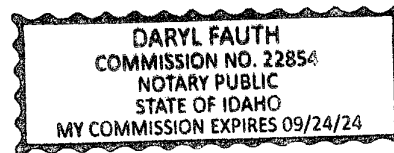
  
\_\_\_\_\_  
Kimberley Harris  
Member

State of Idaho  
County of Blaine

This record was acknowledged before me on 14th day of November, 2018, by Andrew Harris and Kimberley Harris, as Members of Warm Springs Road LLC.

  
\_\_\_\_\_  
Notary Public Daryl Fauth  
My Commission Expires: September 24, 2024

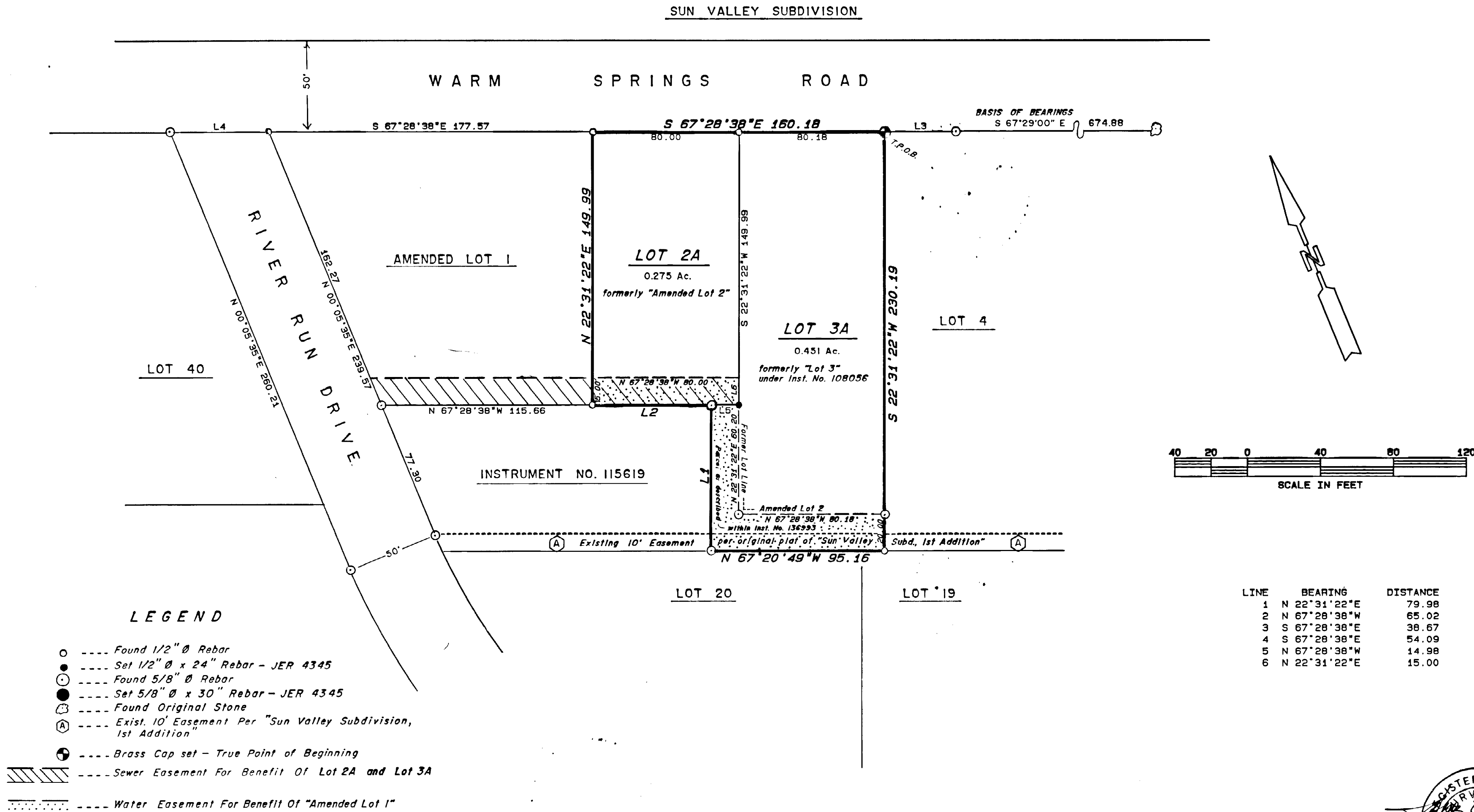
(STAMP)



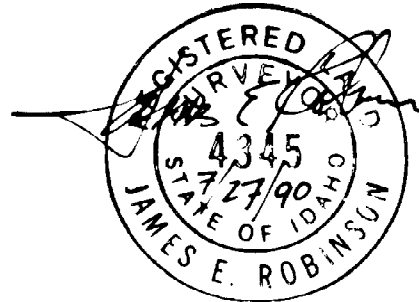
REPLAT OF : AMENDED LOT 2 and LOT 3  
Within : LOT LINE SHIFT of LOTS 1,2,3  
SUN VALLEY SUBDIVISION, 1st ADDITION  
KETCHUM BLAINE COUNTY IDAHO  
JUNE 1990

WHEREIN : A parcel of land described within Inst. No. 136993  
Is conveyed from Amended Lot 2 to Lot 3.

NOTE: For Synopsis of former lot configurations, refer to plat of :  
" LOT LINE SHIFT of LOTS 1,2,3 SUN VALLEY SUB., 1ST ADDITION



NOTE : A Telephone Easement shall be reserved within the parcel of land described within instrument No. 136993 for the benefit of Lot 2A.



REPLAT OF : AMENDED LOT 2 and LOT 3  
Within : LOT LINE SHIFT of LOTS 1,2,3  
SUN VALLEY SUBDIVISION, 1st ADDITION  
KETCHUM BLAINE COUNTY IDAHO

OWNER'S CERTIFICATE

KNOW ALL MEN BY THESE PRESENTS that MILLARD M. FROHOCK & ROSEMARY R. FROHOCK, husband and wife, and STEVE ASHBURN, an unmarried man, do hereby certify that they are the owners of two (2) parcels of land described as follows:

PARCEL 1:  
All of Amended Lot 2, within the plat of Lot Line Shift of Lots 1,2,3, Sun Valley Subdivision, 1st Addition, Ketchum, Blaine County, Idaho, according to the official plat thereof on file at the office of the Blaine County Recorder as recorded under Instrument No. 298228.

PARCEL 2:  
A portion of Lot 3 of Sun Valley Subdivision, 1st Addition, Ketchum, Blaine County, Idaho, according to the official plat thereof on file at the office of the Blaine County Recorder as recorded under Instrument No. 93769, and more particularly described by metes and bounds as follows:  
Beginning at a 5/8" Rebar on the southerly boundary of Warm Springs Road, said rebar marking the Northeast Corner of said Lot 3, and said rebar being the True Point of Beginning.  
Thence N 67°28'38" W, 80.18 feet along the southerly boundary of Warm Springs Road;  
thence S 22°31'22" W, 210.19 feet;  
thence S 67°28'38" E, 80.18 feet;  
thence N 22°31'22" E, 210.19 feet to the True Point of Beginning.

The above described parcel was referred to under Instrument No. 108056 and Instrument No. 272560.

It is the intention of the undersigned to, and they do hereby include said land in this plat.

IN WITNESS WHEREOF, we have hereunto set our hands.

OWNERS : AMENDED LOT 2, LOT LINE SHIFT OF LOTS 1,2,3  
SUN VALLEY SUBDIVISION, 1ST ADDITION

Signed this 27th day of July, 1990.

Millard M. Frohock  
MILLARD M. FROHOCK  
Rosemary R. Frohock  
ROSEMARY R. FROHOCK

OWNER : A PORTION OF LOT 3, SUN VALLEY SUBDIVISION, 1ST ADDITION

Signed this 27 day of July, 1990.

Steve Ashburn  
STEVE ASHBURN

ACKNOWLEDGEMENT

STATE OF Idaho )  
COUNTY OF Blaine ) ss

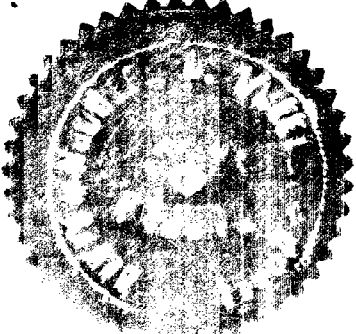
On this 27th day of July, 1990, before me, the undersigned, a Notary Public in and for said State, personally appeared MILLARD M. FROHOCK and ROSEMARY R. FROHOCK, known to me to be the persons whose names are subscribed to the within instrument, and acknowledged to me that they executed the same.

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

My commission expires: 1/24/94

Residing at Whiley

Theresa A. Whaler  
Notary Public



ACKNOWLEDGEMENT

STATE OF IDAHO )  
COUNTY OF BLAINE ) ss

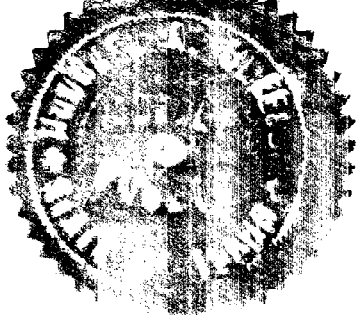
On this 27th day of July, 1990, before me, the undersigned, a Notary Public in and for said State, personally appeared STEVE ASHBURN, known to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that he executed the same.

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

My commission expires: 1/24/94

Residing at Whiley

Theresa A. Whaler  
Notary Public



KETCHUM CITY COUNCIL

I, Sandra Cady, City Clerk in and for the City of Ketchum, do hereby certify that the foregoing plat was duly accepted and approved according to Ketchum Subdivision Ordinance 316.

By Sandra E. Cady  
SANDRA CADY, City Clerk



SANITARY RESTRICTIONS

SURVEYOR'S CERTIFICATE

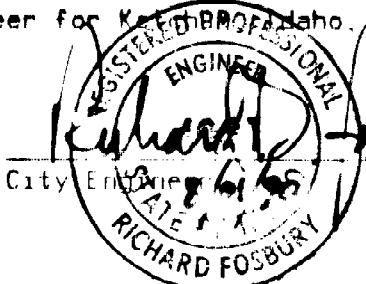
I, JAMES E. ROBINSON, a duly registered Professional Land Surveyor in the State of Idaho, do hereby certify that this plat is a true and accurate map of the land surveyed under my direct supervision, that the location of the lots has definitely been established and perpetuated in strict accordance with the State of Idaho Code relating to plats and surveys and it is, as shown hereon, a portion of Ketchum, Blaine County, Idaho, as described in the owner's certificate.



James E. Robinson 7/19/90  
JAMES E. ROBINSON P.L.S. 4345

CITY ENGINEER'S APPROVAL

I, Richard Fosbury, City Engineer for Ketchum, Idaho, do hereby approve the foregoing plat.



COUNTY SURVEYOR'S APPROVAL

This is to certify that I, Jim W. Koonce, County Surveyor for Blaine County, Idaho, have checked the foregoing plat and computations for making the same and have determined that they comply with the laws of the State of Idaho relating thereto.



BLAINE COUNTY TREASURER'S CERTIFICATE

On this 27 day of Sept, 1990, the foregoing plat was approved and accepted by the Blaine County Treasurer, Blaine County, Idaho.

By: Marilyn L. Linn by Wicki L. Dick

COUNTY RECORDER'S CERTIFICATE

I hereby certify that this instrument was filed for the record at the request of Steve Ashburn at 38 minutes past 9 o'clock A.M., on this 27 day of Sept, 1990, A.D., in my office and duly recorded in Book \_\_\_\_\_ of Plats at Page \_\_\_\_\_.

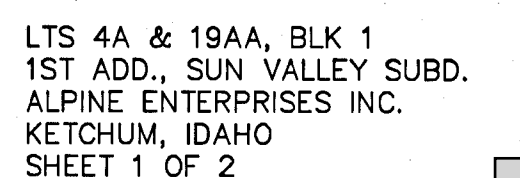
Instrument No. 323893

Fee: \$ 11.00

Mary Green  
By: MP



## APRIL 2021



## CERTIFICATE OF OWNERSHIP

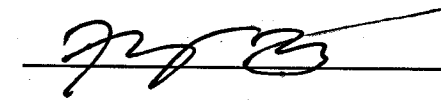
This is to certify that We, the undersigned, are the owners in fee simple of the following described parcels of land:

Parcels of land located within Section 12, Township 4 North, Range 17 East, Boise Meridian, City of Ketchum, Blaine County, Idaho; more particularly described as follows:

Lot 4 from the Original Plat of First Addition Sun Valley Subdivision, Recorded as Inst. No. 93769, and Lots 19A & 19B from the Plat of Sun Valley Subdivision, 1st Addition Lots 19A and 19B, Recorded as Inst. No. 659184; Records of Blaine County, Idaho to be Re-Platted as Lots 4A and 19AA as shown heron.

The easements indicated hereon are not dedicated to the public, but the right to use said easements is hereby reserved for the public utilities and for any other uses indicated hereon and no permanent structures are to be erected within the lines of said easements. We do hereby certify that all lots in this plat will be eligible to receive water service from an existing water distribution system and that the existing water distribution system has agreed in writing to serve all of the lots shown within this plat.

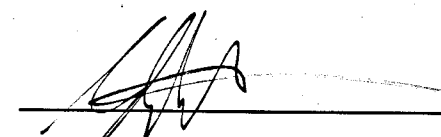
It is the intent of the owners to hereby include said land in this plat.



Travis Stevens, Owner Lot 19A & 19B



Haley E. Stevens, Owner Lot 19A & 19B



Robert Shawn Wood, Owner Lot 4



Julie Ann Wood, Owner Lot 4

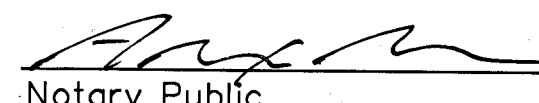
## ACKNOWLEDGMENT

STATE OF IDAHO  
COUNTY OF BLAINE } ss

On this 28<sup>th</sup> day of APRIL, 2021, before me, a Notary Public in and for said State, personally appeared Travis Stevens and Haley E. Stevens, husband and wife, known or identified to me, to be the persons whose names are subscribed to the Owner's Certificate 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.

ALEX H NELSON  
Notary Public - State of Idaho  
Commission Number 20203429  
My Commission Expires 09-02-2026



Notary Public

KETCHUM, ID

Residing at

09.02.2026

My Commission Expires

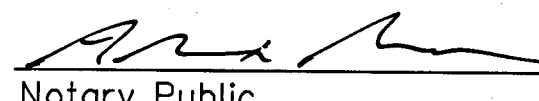
## ACKNOWLEDGMENT

STATE OF IDAHO  
COUNTY OF BLAINE } ss

On this 28<sup>th</sup> day of APRIL, 2021, before me, a Notary Public in and for said State, personally appeared Robert Shawn Wood and Julie Ann Wood, husband and wife as Community Property with Right of Survivorship, known or identified to me, to be the persons whose names are subscribed to the Owner's Certificate 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.

ALEX H NELSON  
Notary Public - State of Idaho  
Commission Number 20203429  
My Commission Expires 09-02-2026



Notary Public

KETCHUM, ID

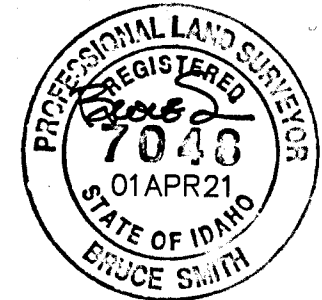
Residing at

09.02.2026

My Commission Expires

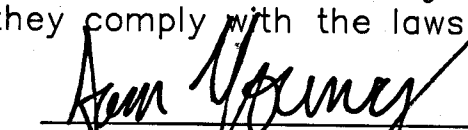
## SURVEYOR'S CERTIFICATE

I, Bruce Smith, a duly licensed Professional Land Surveyor in the State of Idaho, do hereby certify that this plat of Lots 4A, & 19AA, Block 1, First Addition Sun Valley Subdivision, is a true and accurate map of the land surveyed under my direct supervision and that it is in accordance with the Idaho State Code relating to plats and surveys.



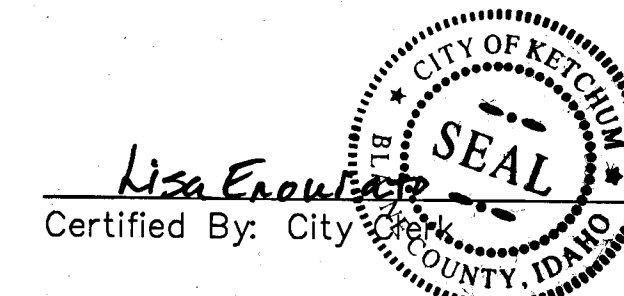
## COUNTY SURVEYOR'S APPROVAL

I, Sam Young, County Surveyor for Blaine County, Idaho, have checked the foregoing plat and computations for making the same and have determined that they comply with the laws of the State of Idaho relating thereto.

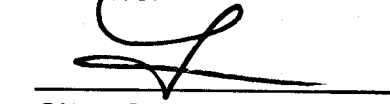
  
Sam Young, PLS 11577  
County Surveyor

## APPROVAL OF CITY COUNCIL

I, Abby Rivin, Planner in and for the City of Ketchum, do hereby certify that the foregoing plat was duly accepted and approved to the Ketchum Subdivision-Ordinance.

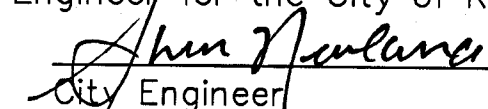


Certified By: City Clerk

  
Planner  
City Clerk Signature

## CITY ENGINEER'S APPROVAL

The foregoing plat was approved by Sherrin Newland City Engineer for the City of Ketchum on this 5<sup>th</sup> day of May, 2021.

  
City Engineer

## COUNTY TREASURER'S APPROVAL

I, the Undersigned, County Treasurer in and for Blaine County, State of Idaho, per the Requirements of Idaho Code 50-1308, do hereby Certify that any and all Current and/or Delinquent County Property Taxes for the Property included in this Plat of Lots 4A, & 19AA, Block 1, First Addition Sun Valley Subdivision, have been paid in full on this 10<sup>th</sup> day of May, 2021. This Certification is valid for the next thirty (30) days only.

  
Blaine County Treasurer

## COUNTY RECORDER'S CERTIFICATE

STATE OF IDAHO } ss  
COUNTY OF BLAINE }

This is to certify that the foregoing Plat was Filed in the Office of the Recorder of Blaine County, Idaho, and Duly Recorded at the Time, Date, and Instrument Number shown below.

Instrument # 682915  
HAILEY, BLAINE, IDAHO  
5-26-2021 03:10:08 PM No. of Pages: 2  
Recorded for: ALPINE ENTERPRISES INC  
JOLYNN DRAGE Fee: 11.00  
Ex-Officio Recorder Deputy  
Index to: PLATS

  
Ex-officio Recorder

LTS 4A & 19AA, BLK 1  
1ST ADD., SUN VALLEY SUBD.  
ALPINE ENTERPRISES INC.  
KETCHUM, IDAHO  
SHEET 2 OF 2



City of Ketchum

# Attachment 2: Final Plat

# A PLAT SHOWING LOTS 3AA & 4AA, FIRST ADDITION SUN VALLEY SUBDIVISION

WHEREIN WHEREIN LOT LINES BETWEEN LOTS 3A AND 4A ARE SHIFTED, CREATING LOTS 3AA AND 4AA AS SHOWN HEREON  
LOCATED WITHIN SECTION 12, T.4N., R.17E., B.M., CITY OF KETCHUM, BLAINE COUNTY, IDAHO

JANUARY 2024

GRAPHIC SCALE



( IN FEET )  
1 inch = 40 ft.



## LEGEND

- Subject Boundary
- Adjoiner Lot Lines
- Eliminated Lot Lines
- 10' Public Utility Easement Inst. No. 93769
- Sewer Easement Inst. No. 298228
- Water Easement 298228
- New Sewer Easement Granted Hereon
- New Access Easement Granted Hereon
- Blaine County GIS Control and Ties
  - Set 1/2" x 24" Rebar, PLS 7048
  - Found 1/2" Rebar as Shown
  - Found 5/8" Rebar as Shown
- NC No Cap
- IC Illegible Cap
- [ ] Record Bearing & Distance  
Instrument Number 93769 (1948)
- { } Record Bearing & Distance  
Instrument Number 323893 (1990)

## NOTES

- Basis of Bearings is Grid North per Idaho State Plane Coordinate System, Central Zone, NAD83, (1992), at Grid in US Survey Feet with a Project Combined Scale Factor of 0.9996808 and a Grid North to Geodetic North Convergence Angle of -00°15'41". Ground Distances will be slightly longer.
- Documents used or considered in the course of this Survey include:
  - Lots 4A & 19AA, Block 1, First Addition Sun Valley Subdivision., Inst. No. 682915;
  - Sun Valley Subdivision, 1st Addition, Lots 19A & 19B, Inst. No. 659184;
  - Lot 1B, Block 1, Sun Valley Subdivision, 1st Addition, Inst. No. 646515;
  - Sun Valley Subdivision First Addition: Lots 6A & 6B, Inst. No. 576460;
  - Sun Valley Subdivision First Addition: A Replat of A Portion of Lot 20, Inst. No. 487792;
  - Sun Valley Subdivision First Addition: Lots 6A & 6B, Inst. No. 576460;
  - Replat of: Amended Lot 2 and Lot 3, Within: Lot Line Shift of Lots 1,2,3 Sun Valley Subdivision, 1st Addition, Inst. No. 323893;
  - Lot Line Shift of Lots 1,2,3 Sun Valley Sub., 1st Addition, Inst. No. 298228;
  - First Addition, Sun Valley Subdivision, Inst. No. 93769;
  - all Records of Blaine County, Idaho.
- Please refer to the Plat Notes, Easements, Reservations, Dedications, Conditions, Covenants, and Restrictions on Original Plat and subsequent surveys that may affect the Subject Property.

## SURVEYOR NARRATIVE

The Purpose of this Plat is to shift the Lot Lines between Lot 3A and Lot 4A, First Addition Sun Valley Subdivision. This Plat shows Monuments found and during a Boundary Retracement of Lots 3A and 4A and new Monuments set creating Lots 3AA and 4AA as shown. During said Boundary Retracement all found Monuments were accepted as either original Monuments or replacements or original Monuments.



LINE TABLE		
LINE	BEARING	DISTANCE
L1	N 67°19'03" W	18.00'
L2	S 67°14'53" E	18.00'
L3	S 25°17'44" W	3.90'
L4	S 22°47'19" W	18.93'
L5	S 66°53'13" E	14.98'
{L5}	{N 67°28'38" W}	{14.98'}
L6	S 66°54'03" E	13.04'
L7	S 70°06'41" W	26.16'

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.

Date

South Central Public Health District, EHS

LTS 3AA & 4AAA  
1ST ADD. SV SUBD.  
ALPINE ENTERPRISES INC.  
KETCHUM, IDAHO  
SHEET 1 OF 2



CERTIFICATE OF OWNERSHIP

This is to certify that the undersigned are the owners in fee simple of the following described parcels of land: Parcels of land located within Section 12, Township 4 North, Range 17 East, Boise Meridian, City of Ketchum Blaine County, Idaho; more particularly described as follows:

Lot 3A of a REPLAT OF: AMENDED LOT 2 AND LOT 3 WITHIN: LOT LINE SHIFT OF LOTS 1,2,3 SUN VALLEY SUBDIVISION, 1ST ADDITION, as shown on the official plat thereof recorded as Instrument No. 323893, records of Blaine County, Idaho.

AND

Lot 4A, Block 1 of LOTS 4A, & 19AA, BLOCK 1, FIRST ADDITION SUN VALLEY SUBDIVISION, as shown on the official plat thereof, recorded as Instrument No. 682915, records of Blaine County, Idaho.

The easements indicated hereon are not dedicated to the public, but the right to use said easements is hereby reserved for the public utilities and for any other uses indicated hereon and no permanent structures are to be erected within the lines of said easements. We do hereby certify that all lots in this plat will be eligible to receive water service from an existing water distribution system and that the existing water distribution system has agreed in writing to serve all of the lots shown within this plat.

It is the intent of the owners to hereby include said land in this plat, to be amended as shown hereon.

Steve Ashburn. Lot 3A

ACKNOWLEDGMENT

STATE OF \_\_\_\_\_ }  
COUNTY OF \_\_\_\_\_ } ss  
On this \_\_\_\_\_ day of \_\_\_\_\_, 2024, before me, a Notary Public in and for said State, personally appeared Steve Ashburn, an unmarried man, known or identified to me, to be the person whose name is subscribed to the Owner’s Certificate 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 in an for said State  
\_\_\_\_\_  
Residing At  
\_\_\_\_\_  
My Commission Expires

Robert Shawn Wood, Lot 4A

Julie Ann Wood, Lot 4A

ACKNOWLEDGMENT

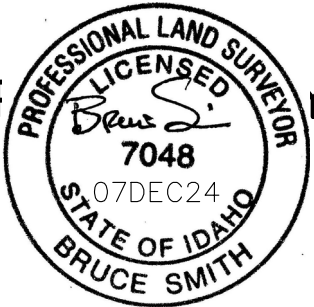
STATE OF \_\_\_\_\_ }  
COUNTY OF \_\_\_\_\_ } ss  
On this \_\_\_\_\_ day of \_\_\_\_\_, 2024, before me, a Notary Public in and for said State, personally appeared Robert Shawn Wood and Julie Ann Wood, husband and wife as Community Property with Right of Survivorship, known or identified to me, to be the persons whose names are subscribed to the Owner’s Certificate 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 in an for said State  
\_\_\_\_\_  
Residing At  
\_\_\_\_\_  
My Commission Expires

SURVEYOR’S CERTIFICATE

I, Bruce Smith, a duly licensed Professional Land Surveyor in the State of Idaho, do hereby certify that this plat of LOTS 3AA & 4AA, FIRST ADDITION SUN VALLEY SUBDIVISION, is a true and accurate map of the land surveyed under my direct supervision and that it is in accordance with the Idaho State Code relating to plats and surveys.



COUNTY SURVEYOR’S APPROVAL

I, Sam Young, County Surveyor for Blaine County, Idaho, have checked the foregoing plat and computations for making the same and have determined that they comply with the laws of the State of Idaho relating thereto.

\_\_\_\_\_  
Sam Young, PLS 11577  
County Surveyor

KETCHUM CITY COUNCIL CERTIFICATE

I, the undersigned, City Clerk, in and for the City of Ketchum, Blaine County, Idaho, do hereby certify that at a regular meeting of the City Council held on the \_\_\_\_\_ day of \_\_\_\_\_ 2024, this plat was duly accepted and approved.

\_\_\_\_\_  
City Clerk, City of Ketchum

CITY ENGINEER CERTIFICATE

I, the undersigned, City Engineer, in and for the City of Ketchum, Blaine County, Idaho, do hereby approve this plat on this \_\_\_\_\_ day of \_\_\_\_\_ 2024, and certify that it is in accordance with the City of Ketchum subdivision ordinance.

\_\_\_\_\_  
City Engineer, City of Ketchum

CITY PLANNER CERTIFICATE

I, the undersigned, Planner, in and for the City of Ketchum, Blaine County, Idaho, do hereby approve this plat on this \_\_\_\_\_ day of \_\_\_\_\_ 2024, and certify that it is in accordance with the City of Ketchum subdivision ordinance.

\_\_\_\_\_  
City Planner, City of Ketchum

COUNTY TREASURER’S APPROVAL

I, the Undersigned, County Treasurer in and for Blaine County, State of Idaho, per the Requirements of Idaho Code 50–1308, do hereby Certify that any and all Current and/or Delinquent County Property Taxes for the Property included in this Plat of LOTS 3AA & 4AA, FIRST ADDITION SUN VALLEY SUBDIVISION, have been paid in full on this \_\_\_\_\_ day of \_\_\_\_\_ 2024. This Certification is valid for the next thirty (30) days only.

\_\_\_\_\_  
Blaine County Treasurer

COUNTY RECORDER’S CERTIFICATE

STATE OF IDAHO }  
COUNTY OF BLAINE } ss  
This is to certify that the foregoing Plat was Filed in the Office of the Recorder of Blaine County, Idaho, and Duly Recorded at the Time, Date, and Instrument Number shown below.

\_\_\_\_\_  
Ex–officio Recorder  
LTS 3AA & 4AAA  
1ST ADD. SV SUBD.  
ALPINE ENTERPRISES INC.  
KETCHUM, IDAHO  
SHEET 2 OF 2



City of Ketchum

# Attachment 3:

## Daft Findings of Fact, Conclusions of Law and Decision



**CITY OF KETCHUM**  
**Planning & Building**  
office: 208.726.7801  
planningandbuilding@ketchumidaho.org  
P.O. Box 2315, 191 5th Street West, Ketchum, ID 83340  
[ketchumidaho.org](http://ketchumidaho.org)

IN RE: )  
)  
Lots 3AA and 4AA Sun Valley Subdivision ) KETCHUM CITY COUNCIL  
Lot Line Shift (Readjustment of Lot Lines) ) FINDINGS OF FACT, CONCLUSIONS OF LAW, AND  
Date: January 2, 2024 ) DECISION  
)  
File Number: P23-095 )

**PROJECT:** Lots 3AA and 4AA Lot Line Shift

**APPLICATION TYPE:** Lot Line Shift (Readjustment of Lot Lines)

**FILE NUMBER:** P23-095

**OWNER:** Robert Shawn Wood & Julie Ann Wood; Steve Ashburn

**REPRESENTATIVE:** Bruce Smith, PLS, Alpine Enterprises

**REQUEST:** Move 8,994 square feet of Lot 3A into Lot 4A and dedicate a new access easement and sewer easement

**LOCATION:** Lots 3A and 4A Sun Valley Subdivision First Addition (1317 Warm Springs Road and 1401 Warm Springs Road)

**NOTICE:** A public hearing notice was mailed to all property owners within 300 feet of the project site and political subdivisions on December 13, 2023. The public hearing notice was published in the Idaho Mountain Express on December 13, 2023. The public hearing notice was posted on the city’s website on December 17, 2023.

**ZONING:** Limited Residential (LR)

**Findings Regarding Application Filed**

The Lots 3AA and 4AA First Addition Sun Valley Subdivision Lot Line Shift Application (File No. P23-095) proposes to move 8,994 square feet of Lot 3A into Lot 4A and dedicate a new access easement and sewer easement. Both lots are located within the Limited Residential (LR) Zoning District. Lot 3A is

located at 1401 Warm Springs Road and is developed with an existing single-family home that was built in 1960. Lot 4A is located at 1317 Warm Springs Road and is developed with an existing single-family home and detached garage that was built in 1979. Amended Lot 3AA will decrease in size from 19,608 square feet to 10,614 square feet and feature a new 18-foot-wide access easement on the property. Amended Lot 4AA will increase in size from 26,326 square feet to 35,320 square feet and feature a new 182 square foot sewer easement on the property. The proposal will meet lot size and lot width requirements along with the requirements specified in the Ketchum Municipal Code's Subdivision Regulations (Title 16).

#### **Findings Regarding Readjustment of Lot Lines (KMC §16.04.060)**

Consistent with Ketchum Municipal Code (KMC) §16.04.020, the proposal meets the definition of *Readjustment of Lot Lines* because: (1) changes are proposed to existing property boundaries, (2) proposed Lots 3AA and 4AA comply with all dimensional standards required in the LR Zone District, and (3) the proposal does not create additional lots or dwelling units.

*Readjustment of Lot Lines: A change or modification of the boundary lines between existing lots or parcels of land or between dwelling units which does not reduce the area, frontage, width, depth or building setback lines of each lot below the minimum zoning requirements and which does not create additional lots or dwelling units. "Readjustment of Lot Lines" includes other minor changes to a subdivision, condominium, or townhouse plat such as, but not limited to, notation changes, boundary shifts and removal of lot line(s), each of which do not reduce the area, frontage, width, depth or building setback lines of each lot below the minimum zoning requirements nor create additional lots or dwelling units (KMC §16.04.020).*

Consistent with KMC §16.04.060.B, the Readjustment of Lot Lines application was transmitted to city departments, including the City Engineer, Fire, Building, Utilities, and Streets departments, for review. The city department comments were provided to the applicant on November 8, 2023. The applicant submitted revised project plans on November 29, 2023. All city department comments were addressed and resolved on the revised project plans.

All land, condominium, and townhouse subdivisions within the City of Ketchum are subject to the standards contained in Ketchum Municipal Code, Title 16, Subdivision Regulations. Pursuant to KMC §16.04.010.D, the change or modification of boundary lines, whether or not any additional lot is created, shall comply with these regulations. Many subdivision standards are related to the design and construction of multiple new lots that will form new blocks and infrastructure, such as streets that will be dedicated and maintained by the city. The standards for certain improvements (KMC §16.04.040), including street, sanitary sewage disposal, and planting strip improvements, are not applicable as the project proposes to move 8,994 square feet of Lot 3A into Lot 4A and dedicate a new access easement on amended Lot 3AA and a new sewer easement on amended Lot 4AA. As conditioned, proposed Lots 3AA and 4AA Sun Valley Subdivision First Addition plat meets the standards for Readjustment of Lot Lines under Title 16 of Ketchum Municipal Code.



**Table 1: Findings Regarding Contents of Final Plat**

<b>Findings Regarding Contents of Final Plat and Subdivision Design &amp; Development Requirements</b>				
<b>Compliant</b>			<b>Standards and Council Findings</b>	
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<b>16.04.030.K</b>	<b>Contents Of Final Plat:</b> The final plat shall be drawn at such a scale and contain such lettering as to enable same to be placed upon sheets of eighteen inch by twenty four inch (18" x 24") Mylar paper with no part of the drawing nearer to the edge than one-half inch (1/2"), and shall be in conformance with the provisions of title 50, chapter 13, Idaho Code. The reverse side of such sheet shall not be used for any portion of the drawing, but may contain written matter as to dedications, certificates, signatures, and other information. The contents of the final plat shall include all items required under title 50, chapter 13, Idaho Code, and also shall include the following:
			<b>Council Findings</b>	<i>The final plat mylar paper shall be prepared following Ketchum City Council review and approval of the lot line shift application and shall meet these standards.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<b>16.04.030.K.1</b>	<b>Point of beginning of subdivision description tied to at least two (2) governmental survey corners, or in lieu of government survey corners, to monuments recognized by the city engineer.</b>
			<b>Council Findings</b>	<i>Sheet 1 of the final plat shows that the point of beginning of the subdivision is tied to two survey corners. This standard has been met.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<b>16.04.030.K.2</b>	<b>Location and description of monuments.</b>
				<i>Sheet 1 of the final plat provides the location and description of monuments. This standard has been met.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<b>16.04.030.K.3</b>	<b>Tract boundary lines, property lines, lot lines, street right of way lines and centerlines, other rights of way and easement lines, building envelopes as required on the preliminary plat, lot area of each lot, boundaries of floodplain and floodway and avalanche district, all with bearings, accurate dimensions in feet and decimals, in degrees and minutes and radii, arcs, central angles, tangents and chord lengths of all curves to the above accuracy.</b>
			<b>Council Findings</b>	<i>The final plat indicates property lines, the centerline of Warm Springs Road and River Run Drive. The plat also indicates the existing public utility, water, and sewer easements and the proposed access and sewer easements. The subject properties do not contain avalanche hazard area or floodplain.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<b>16.04.030.K.4</b>	<b>Names and locations of all adjoining subdivisions.</b>
			<b>Council Findings</b>	<i>The plat indicates the adjacent lots within the First Addition Sun Valley Subdivision to the east, west, and south.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<b>16.04.030.K.5</b>	<b>Name and right of way width of each street and other public rights of way.</b>
			<b>Council Findings</b>	<i>This standard has been met. The final plat indicates the 50-foot width of the Warm Springs Road right-of-way and the 50-foot-width of the River Run Drive right-of-way.</i>

<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<b>16.04.030.K.6</b>	<b>Location, dimension and purpose of all easements, public or private.</b>
			<b>Council Findings</b>	<i>The plat identifies the existing 10-foot-wide public utility easement recorded as Instrument No. 93769 and the existing water and sewer easements recorded as Instrument No. 298228. The plat also identifies the proposed 18-foot-wide access easement on amended Lot 3AA and the proposed 182 square foot sewer easement on amended Lot 4AA.</i>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<b>16.04.030.K.7</b>	<b>The blocks numbered consecutively throughout each block.</b>
			<b>Council Findings</b>	<i>This standard is not applicable as new blocks are being created. The adjustment proposed with this lot line shift is limited to moving 8,994 square feet of Lot 3A into Lot 4A and dedicating a new access easement on amended Lot 3AA and a new sewer easement on amended Lot 4AA.</i>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<b>16.04.030.K.8</b>	<b>The outline of any property, other than a street, alley or easement, which is offered for dedication to public use, fully dimensioned by distances and bearings with the area marked "Dedicated to the City of Ketchum for Public Use", together with any other descriptive language with regard to the precise nature of the use of the land so dedicated.</b>
			<b>Council Findings</b>	<i>This standard is not applicable as no dedications of this type are proposed or required.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<b>16.04.030.K.9</b>	<b>The title, which shall include the name of the subdivision, the name of the city, if appropriate, county and state, and the location and description of the subdivision referenced to section, township, range.</b>
			<b>Council Findings</b>	<i>As shown on Sheet 1 of the plat, this standard has been met.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<b>16.04.030.K.10</b>	<b>Scale, north arrow and date.</b>
				<i>As shown on Sheet 1 of the plat, this standard has been met.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<b>16.04.030.K.11</b>	<b>Location, width, and names of all existing or dedicated streets and other public ways within or adjacent to the proposed subdivision</b>
			<b>Council Findings</b>	<i>This standard has been met. Sheet 1 of the plat shows the existing 50-foot-wide Warm Springs Road right-of-way and the 50-foot-wide River Run Drive right-of-way.</i>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<b>16.04.030.K.12</b>	<b>A provision in the owner's certificate referencing the county recorder's instrument number where the condominium declaration(s) and/or articles of incorporation of homeowners' association governing the subdivision are recorded.</b>
			<b>Council Findings</b>	<i>This standard is not applicable as the existing residential subdivision is not governed by a homeowners' association.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<b>16.04.030.K.13</b>	<b>Certificate by registered engineer or surveyor preparing the map certifying to the accuracy of surveying plat.</b>
			<b>Council Findings</b>	<i>Sheet 2 of the plat provides the certificate from the licensed Professional Land Surveyor certifying the accuracy of the plat survey.</i>
			<b>16.04.030.K.14</b>	<b>A current title report of all property contained within the plat.</b>

<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<b>Council Findings</b>	<i>This standard has been met. A title report for Lot 3A was submitted by Stewart Title Guarantee Company dated December 9, 2022, and a warranty deed for Lot 4A was submitted by Blaine County Title dated May 24, 2021.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<b>16.04.030.K.15</b>	<b>Certification of owner(s) of record and all holders of security interest(s) of record with regard to such property.</b>
			<b>Council Findings</b>	<i>Sheet 2 of the final plat provides the certification of owners of record with regard to the subject properties.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<b>16.04.030.K.16</b>	<b>Certification and signature of engineer (surveyor) verifying that the subdivision and design standards meet all city requirements.</b>
			<b>Council Findings</b>	<i>Sheet 2 of the final plat provides the certification of the surveyor verifying the subdivision and design standards meet all city requirements.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<b>16.04.030.K.17</b>	<b>Certification and signature of the city engineer verifying that the subdivision and design standards meet all city requirements.</b>
			<b>Council Findings</b>	<i>Sheet 2 of the final plat provides the certification of the City Engineer verifying that the subdivision and design standards meet all city requirements.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<b>16.04.030.K.18</b>	<b>Certification and signature of the city clerk of the city of Ketchum verifying that the subdivision has been approved by the council.</b>
			<b>Council Findings</b>	<i>The signature block page on sheet 2 of the final plat provides the certification of the City Clerk verifying that the subdivision has been approved by the City Council.</i>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<b>16.04.030.K.19</b>	<b>Notation of any additional restrictions imposed by the council on the development of such subdivision to provide for the public health, safety and welfare.</b>
			<b>Council Findings</b>	<i>This standard is not applicable because no additional restrictions are necessary to provide for the public health, safety, and welfare.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<b>16.04.030.L</b>	<b>Final Plat Copies: Both a hard copy and a digital copy of the final plat shall be filed with the administrator prior to being placed upon the Council's agenda. A digital copy of the final plat as approved by the council and signed by the city clerk shall be filed with the administrator and retained by the city. The. Applicant shall also provide the city with a digital copy of the recorded document with its assigned legal instrument number.</b>
			<b>Council Findings</b>	<i>This standard has been met.</i>

**Table 2: Findings Regarding Compliance With Subdivision Development & Design Standards**

<b>Subdivision Development &amp; Design Standards (Ketchum Municipal Code §16.04.040)</b>				
<b>Compliant</b>			<b>City Code</b>	<b>City Standards</b>
<b>Yes</b>	<b>No</b>	<b>N/A</b>		
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<b>16.04.040.A</b>	<b>Required Improvements: The improvements set forth in this section shall be shown on the preliminary plat and installed prior to approval of the final plat. Construction design plans shall be submitted and approved by the city engineer. All such improvements shall be in accordance with the comprehensive plan and constructed in compliance with construction standard specifications adopted by the</b>

				city. Existing natural features which enhance the attractiveness of the subdivision and community, such as mature trees, watercourses, rock outcroppings, established shrub masses and historic areas, shall be preserved through design of the subdivision.
			<b>Findings</b>	<i>This standard is not applicable as the adjustment proposed with this lot line shift is limited to moving 8,994 square feet of Lot 3A into Lot 4A and dedicating a new access easement on amended Lot 3AA and a sewer easement on amended Lot 4AA. No additional improvements are proposed or required for the lot line shift.</i>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<b>16.04.040.B</b>	<b>Improvement Plans:</b> Prior to approval of final plat by the commission, the subdivider shall file two (2) copies with the city engineer, and the city engineer shall approve construction plans for all improvements required in the proposed subdivision. Such plans shall be prepared by a civil engineer licensed in the state.
			<b>Findings</b>	<i>This standard is not applicable as the adjustment proposed with this lot line shift is limited to moving 8,994 square feet of Lot 3A into Lot 4A and dedicating a new access easement on amended Lot 3AA and a sewer easement on amended Lot 4AA. No additional improvements are proposed or required for the lot line shift.</i>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<b>16.04.040.C</b>	<b>Prior to final plat approval, the subdivider shall have previously constructed all required improvements and secured a certificate of completion from the city engineer. However, in cases where the required improvements cannot be constructed due to weather conditions or other factors beyond the control of the subdivider, the city council may accept, in lieu of any or all of the required improvements, a performance bond filed with the city clerk to ensure actual construction of the required improvements as submitted and approved. Such performance bond shall be issued in an amount not less than one hundred fifty percent (150%) of the estimated costs of improvements as determined by the city engineer. In the event the improvements are not constructed within the time allowed by the city council (which shall be one year or less, depending upon the individual circumstances), the council may order the improvements installed at the expense of the subdivider and the surety. In the event the cost of installing the required improvements exceeds the amount of the bond, the subdivider shall be liable to the city for additional costs. The amount that the cost of installing the required improvements exceeds the amount of the performance bond shall automatically become a lien upon any and all property within the subdivision owned by the owner and/or subdivider.</b>
			<b>Findings</b>	<i>This standard is not applicable as the adjustment proposed with this lot line shift is limited to moving 8,994 square feet of Lot 3A into Lot 4A and dedicating a new access easement on amended Lot 3AA and a sewer easement on amended Lot 4AA. No additional improvements are proposed or required for the lot line shift.</i>

<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<b>16.04.040.D</b>	<p><b>As Built Drawing:</b> Prior to acceptance by the city council of any improvements installed by the subdivider, two (2) sets of as built plans and specifications, certified by the subdivider's engineer, shall be filed with the city engineer. Within ten (10) days after completion of improvements and submission of as built drawings, the city engineer shall certify the completion of the improvements and the acceptance of the improvements, and shall submit a copy of such certification to the administrator and the subdivider. If a performance bond has been filed, the administrator shall forward a copy of the certification to the city clerk. Thereafter, the city clerk shall release the performance bond upon application by the subdivider.</p>
			<b>Findings</b>	<p><i>This standard is not applicable as the adjustment proposed with this lot line shift is limited to moving 8,994 square feet of Lot 3A into Lot 4A and dedicating a new access easement on amended Lot 3AA and a sewer easement on amended Lot 4AA. No additional improvements are proposed or required for the lot line shift.</i></p>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<b>16.04.040.E</b>	<p><b>Monumentation:</b> Following completion of construction of the required improvements and prior to certification of completion by the city engineer, certain land survey monuments shall be reset or verified by the subdivider's engineer or surveyor to still be in place. These monuments shall have the size, shape, and type of material as shown on the subdivision plat. The monuments shall be located as follows:</p> <ol style="list-style-type: none"> <li>1. All angle points in the exterior boundary of the plat.</li> <li>2. All street intersections, points within and adjacent to the final plat.</li> <li>3. All street corner lines ending at boundary line of final plat.</li> <li>4. All angle points and points of curves on all streets.</li> <li>5. The point of beginning of the subdivision plat description.</li> </ol>
			<b>Findings</b>	<p><i>The applicant shall meet the required monumentation standards prior to recordation of the final plat.</i></p>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<b>16.04.040.F</b>	<p><b>Lot Requirements:</b></p> <ol style="list-style-type: none"> <li>1. Lot size, width, depth, shape and orientation and minimum building setback lines shall be in compliance with the zoning district in which the property is located and compatible with the location of the subdivision and the type of development, and preserve solar access to adjacent properties and buildings.</li> <li>2. Whenever a proposed subdivision contains lot(s), in whole or in part, within the floodplain, or which contains land with a slope in excess of twenty five percent (25%), based upon natural contours, or creates corner lots at the intersection of two (2) or more streets, building envelopes shall be shown for the lot(s) so affected on the preliminary and final plats. The building envelopes shall be located in a manner designed to promote harmonious development of structures, minimize congestion of structures, and provide open space and solar access for each lot and structure. Also, building envelopes shall be located to</li> </ol>

				<p>promote access to the lots and maintenance of public utilities, to minimize cut and fill for roads and building foundations, and minimize adverse impact upon environment, watercourses and topographical features. Structures may only be built on buildable lots. Lots shall only be created that meet the definition of "lot, buildable" in section 16.04.020 of this chapter. Building envelopes shall be established outside of hillsides of twenty five percent (25%) and greater and outside of the floodway. A waiver to this standard may only be considered for the following:</p> <p>a. For lot line shifts of parcels that are entirely within slopes of twenty five percent (25%) or greater to create a reasonable building envelope, and mountain overlay design review standards and all other city requirements are met.</p> <p>b. For small, isolated pockets of twenty five percent (25%) or greater that are found to be in compliance with the purposes and standards of the mountain overlay district and this section.</p> <p>3. Corner lots shall have a property line curve or corner of a minimum radius of twenty five feet (25') unless a longer radius is required to serve an existing or future use.</p> <p>4. Side lot lines shall be within twenty degrees (20°) to a right angle or radial line to the street line.</p> <p>5. Double frontage lots shall not be created. A planting strip shall be provided along the boundary line of lots adjacent to arterial streets or incompatible zoning districts.</p> <p>6. Every lot in a subdivision shall have a minimum of twenty feet (20') of frontage on a dedicated public street or legal access via an easement of twenty feet (20') or greater in width. Easement shall be recorded in the office of the Blaine County recorder prior to or in conjunction with recordation of the final plat.</p>
			<b>Findings</b>	<p><i>Standard #1 has been met. Amended Lots 3AA and 4AA comply with the dimensional standards for lots within the Limited Residential (LR) Zone District. Standards #2-6 are not applicable.</i></p>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<b>16.04.040.G</b>	<p><b>G. Block Requirements:</b> The length, width and shape of blocks within a proposed subdivision shall conform to the following requirements:</p> <ol style="list-style-type: none"> <li>1. No block shall be longer than one thousand two hundred feet (1,200'), nor less than four hundred feet (400') between the street intersections, and shall have sufficient depth to provide for two (2) tiers of lots.</li> <li>2. Blocks shall be laid out in such a manner as to comply with the lot requirements.</li> <li>3. The layout of blocks shall take into consideration the natural topography of the land to promote access within the subdivision and minimize cuts and fills for roads and minimize adverse impact on environment, watercourses and topographical features.</li> </ol>

				<p><b>4. Corner lots shall contain a building envelope outside of a seventy five foot (75') radius from the intersection of the streets.</b></p>
			<b>Findings</b>	<p><i>This standard is not applicable as this lot line shift does not create a new block.</i></p>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<b>16.04.040.H</b>	<p><b>Street Improvement Requirements:</b></p> <p><b>1. The arrangement, character, extent, width, grade and location of all streets put in the proposed subdivision shall conform to the comprehensive plan and shall be considered in their relation to existing and planned streets, topography, public convenience and safety, and the proposed uses of the land;</b></p> <p><b>2. All streets shall be constructed to meet or exceed the criteria and standards set forth in chapter 12.04 of this code, and all other applicable ordinances, resolutions or regulations of the city or any other governmental entity having jurisdiction, now existing or adopted, amended or codified;</b></p> <p><b>3. Where a subdivision abuts or contains an existing or proposed arterial street, railroad or limited access highway right of way, the council may require a frontage street, planting strip, or similar design features;</b></p> <p><b>4. Streets may be required to provide access to adjoining lands and provide proper traffic circulation through existing or future neighborhoods;</b></p> <p><b>5. Street grades shall not be less than three-tenths percent (0.3%) and not more than seven percent (7%) so as to provide safe movement of traffic and emergency vehicles in all weather and to provide for adequate drainage and snow plowing;</b></p> <p><b>6. In general, partial dedications shall not be permitted, however, the council may accept a partial street dedication when such a street forms a boundary of the proposed subdivision and is deemed necessary for the orderly development of the neighborhood, and provided the council finds it practical to require the dedication of the remainder of the right of way when the adjoining property is subdivided. When a partial street exists adjoining the proposed subdivision, the remainder of the right of way shall be dedicated;</b></p> <p><b>7. Dead end streets may be permitted only when such street terminates at the boundary of a subdivision and is necessary for the development of the subdivision or the future development of the adjacent property. When such a dead end street serves more than two (2) lots, a temporary turnaround easement shall be provided, which easement shall revert to the adjacent lots when the street is extended;</b></p> <p><b>8. A cul-de-sac, court or similar type street shall be permitted only when necessary to the development of the subdivision, and provided, that no such street shall have a maximum length greater than four hundred feet (400') from entrance to center of turnaround, and all cul-</b></p>

			<p>de-sacs shall have a minimum turnaround radius of sixty feet (60') at the property line and not less than forty five feet (45') at the curb line;</p> <p>9. Streets shall be planned to intersect as nearly as possible at right angles, but in no event at less than seventy degrees (70°);</p> <p>10. Where any street deflects an angle of ten degrees (10°) or more, a connecting curve shall be required having a minimum centerline radius of three hundred feet (300') for arterial and collector streets, and one hundred twenty five feet (125') for minor streets;</p> <p>11. Streets with centerline offsets of less than one hundred twenty five feet (125') shall be prohibited;</p> <p>12. A tangent of at least one hundred feet (100') long shall be introduced between reverse curves on arterial and collector streets;</p> <p>13. Proposed streets which are a continuation of an existing street shall be given the same names as the existing street. All new street names shall not duplicate or be confused with the names of existing streets within Blaine County, Idaho. The subdivider shall obtain approval of all street names within the proposed subdivision from the commission before submitting same to council for preliminary plat approval;</p> <p>14. Street alignment design shall follow natural terrain contours to result in safe streets, usable lots, and minimum cuts and fills;</p> <p>15. Street patterns of residential areas shall be designed to create areas free of through traffic, but readily accessible to adjacent collector and arterial streets;</p> <p>16. Reserve planting strips controlling access to public streets shall be permitted under conditions specified and shown on the final plat, and all landscaping and irrigation systems shall be installed as required improvements by the subdivider;</p> <p>17. In general, the centerline of a street shall coincide with the centerline of the street right of way, and all crosswalk markings shall be installed by the subdivider as a required improvement;</p> <p>18. Street lighting may be required by the commission or council where appropriate and shall be installed by the subdivider as a requirement improvement;</p> <p>19. Private streets may be allowed upon recommendation by the commission and approval by the council. Private streets shall be constructed to meet the design standards specified in subsection H2 of this section;</p> <p>20. Street signs shall be installed by the subdivider as a required improvement of a type and design approved by the administrator and shall be consistent with the type and design of existing street signs elsewhere in the city;</p> <p>21. Whenever a proposed subdivision requires construction of a new bridge, or will create substantial additional traffic which will require construction of a new bridge or improvement of an existing bridge, such construction or improvement shall be a required improvement by</p>
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				<p>the subdivider. Such construction or improvement shall be in accordance with adopted standard specifications;</p> <p>22. Sidewalks, curbs and gutters may be a required improvement installed by the subdivider; and</p> <p>23. Gates are prohibited on private roads and parking access/entranceways, private driveways accessing more than one single-family dwelling unit and one accessory dwelling unit, and public rights of way unless approved by the city council.</p>
			<b>Findings</b>	<i>This standard is not applicable as the adjustment proposed with this lot line shift does not create a new street, private road, or bridge.</i>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<b>16.04.040.I</b>	<p><b>Alley Improvement Requirements:</b> Alleys shall be provided in business, commercial and light industrial zoning districts. The width of an alley shall be not less than twenty feet (20'). Alley intersections and sharp changes in alignment shall be avoided, but where necessary, corners shall be provided to permit safe vehicular movement. Dead end alleys shall be prohibited. Improvement of alleys shall be done by the subdivider as required improvement and in conformance with design standards specified in subsection H2 of this section.</p>
			<b>Findings</b>	<i>This standard is not applicable as this lot line shift proposes to move 8,994 square feet of Lot 3A into Lot 4A and dedicates a new access easement on amended Lot 3AA and dedicates a new sewer easement on amended Lot 4AA. Alleys are not required in residential neighborhoods.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<b>16.04.040.J</b>	<p><b>Required Easements:</b> Easements, as set forth in this subsection, shall be required for location of utilities and other public services, to provide adequate pedestrian circulation and access to public waterways and lands.</p> <p>1. A public utility easement at least ten feet (10') in width shall be required within the street right of way boundaries of all private streets. A public utility easement at least five feet (5') in width shall be required within property boundaries adjacent to Warm Springs Road and within any other property boundary as determined by the city engineer to be necessary for the provision of adequate public utilities.</p> <p>2. Where a subdivision contains or borders on a watercourse, drainageway, channel or stream, an easement shall be required of sufficient width to contain such watercourse and provide access for private maintenance and/or reconstruction of such watercourse.</p> <p>3. All subdivisions which border the Big Wood River, Trail Creek and Warm Springs Creek shall dedicate a ten foot (10') fish and nature study easement along the riverbank. Furthermore, the council shall require, in appropriate areas, an easement providing access through the subdivision to the bank as a sportsman's access. These easement requirements are minimum standards, and in appropriate cases where a subdivision abuts a portion of the river adjacent to an existing pedestrian easement, the council may require an extension of that</p>

				<p>easement along the portion of the riverbank which runs through the proposed subdivision.</p> <p>4. All subdivisions which border on the Big Wood River, Trail Creek and Warm Springs Creek shall dedicate a twenty five foot (25') scenic easement upon which no permanent structure shall be built in order to protect the natural vegetation and wildlife along the riverbank and to protect structures from damage or loss due to riverbank erosion.</p> <p>5. No ditch, pipe or structure for irrigation water or irrigation wastewater shall be constructed, rerouted or changed in the course of planning for or constructing required improvements within a proposed subdivision unless same has first been approved in writing by the ditch company or property owner holding the water rights. A written copy of such approval shall be filed as part of required improvement construction plans.</p> <p>6. Nonvehicular transportation system easements including pedestrian walkways, bike paths, equestrian paths, and similar easements shall be dedicated by the subdivider to provide an adequate nonvehicular transportation system throughout the city.</p>
			<b>Findings</b>	<p><i>The lot line shift application proposes to move 8,994 square feet of Lot 3A into Lot 4A and dedicates a new 18-foot-wide access easement on amended Lot 3AA and a new 182 square foot sewer easement on amended Lot 4AA.</i></p> <p><i>The plat identifies the existing 10-foot-wide public utility easement recorded as Instrument No. 93769 and the existing water and sewer easements recorded as Instrument No. 298228.</i></p>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<b>16.04.040.K</b>	<p><b>Sanitary Sewage Disposal Improvements:</b> Central sanitary sewer systems shall be installed in all subdivisions and connected to the Ketchum sewage treatment system as a required improvement by the subdivider. Construction plans and specifications for central sanitary sewer extension shall be prepared by the subdivider and approved by the city engineer, council and Idaho health department prior to final plat approval. In the event that the sanitary sewage system of a subdivision cannot connect to the existing public sewage system, alternative provisions for sewage disposal in accordance with the requirements of the Idaho department of health and the council may be constructed on a temporary basis until such time as connection to the public sewage system is possible. In considering such alternative provisions, the council may require an increase in the minimum lot size and may impose any other reasonable requirements which it deems necessary to protect public health, safety and welfare.</p>
			<b>Findings</b>	<p><i>This standard is not applicable as no new subdivision is being created. Sewer system improvements are not required for this lot line shift.</i></p>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<b>16.04.040.L</b>	<p><b>Water System Improvements:</b> A central domestic water distribution system shall be installed in all subdivisions by the subdivider as a</p>

				<p>required improvement. The subdivider shall also be required to locate and install an adequate number of fire hydrants within the proposed subdivision according to specifications and requirements of the city under the supervision of the Ketchum fire department and other regulatory agencies having jurisdiction. Furthermore, the central water system shall have sufficient flow for domestic use and adequate fire flow. All such water systems installed shall be looped extensions, and no dead end systems shall be permitted. All water systems shall be connected to the municipal water system and shall meet the standards of the following agencies: Idaho department of public health, Idaho survey and rating bureau, district sanitarian, Idaho state public utilities commission, Idaho department of reclamation, and all requirements of the city.</p>
			<b>Findings</b>	<p><i>This standard is not applicable as no new subdivision is being created. Water system improvements are required for this lot line shift.</i></p>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<b>16.04.040.M</b>	<p><b>Planting Strip Improvements:</b> Planting strips shall be required improvements. When a predominantly residential subdivision is proposed for land adjoining incompatible uses or features such as highways, railroads, commercial or light industrial districts or off street parking areas, the subdivider shall provide planting strips to screen the view of such incompatible features. The subdivider shall submit a landscaping plan for such planting strip with the preliminary plat application, and the landscaping shall be a required improvement.</p>
			<b>Findings</b>	<p><i>This standard is not applicable as no new subdivision is being created. Planting strip improvements are not required for this lot line shift.</i></p>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<b>16.04.040.N</b>	<p><b>Cuts, Fills, And Grading Improvements:</b> Proposed subdivisions shall be carefully planned to be compatible with natural topography, soil conditions, geology and hydrology of the site, as well as to minimize cuts, fills, alterations of topography, streams, drainage channels, and disruption of soils and vegetation. The design criteria shall include the following:</p> <ol style="list-style-type: none"> <li>1. A preliminary soil report prepared by a qualified engineer may be required by the commission and/or council as part of the preliminary plat application.</li> <li>2. Preliminary grading plan prepared by a civil engineer shall be submitted as part of all preliminary plat applications. Such plan shall contain the following information: <ol style="list-style-type: none"> <li>a. Proposed contours at a maximum of five foot (5') contour intervals.</li> <li>b. Cut and fill banks in pad elevations.</li> <li>c. Drainage patterns.</li> <li>d. Areas where trees and/or natural vegetation will be preserved.</li> <li>e. Location of all street and utility improvements including driveways to building envelopes.</li> </ol> </li> </ol>

				<p>f. Any other information which may reasonably be required by the administrator, commission or council to adequately review the affect of the proposed improvements.</p> <p>3. Grading shall be designed to blend with natural landforms and to minimize the necessity of padding or terracing of building sites, excavation for foundations, and minimize the necessity of cuts and fills for streets and driveways.</p> <p>4. Areas within a subdivision which are not well suited for development because of existing soil conditions, steepness of slope, geology or hydrology shall be allocated for open space for the benefit of future property owners within the subdivision.</p> <p>5. Where existing soils and vegetation are disrupted by subdivision development, provision shall be made by the subdivider for revegetation of disturbed areas with perennial vegetation sufficient to stabilize the soil upon completion of the construction. Until such times as such revegetation has been installed and established, the subdivider shall maintain and protect all disturbed surfaces from erosion.</p> <p>6. Where cuts, fills, or other excavations are necessary, the following development standards shall apply:</p> <ul style="list-style-type: none"> <li>a. Fill areas shall be prepared by removing all organic material detrimental to proper compaction for soil stability.</li> <li>b. Fills shall be compacted to at least ninety five percent (95%) of maximum density as determined by AASHO T99 (American Association of State Highway Officials) and ASTM D698 (American standard testing methods).</li> <li>c. Cut slopes shall be no steeper than two horizontal to one vertical (2:1). Subsurface drainage shall be provided as necessary for stability.</li> <li>d. Fill slopes shall be no steeper than three horizontal to one vertical (3:1). Neither cut nor fill slopes shall be located on natural slopes of three to one (3:1) or steeper, or where fill slope toes out within twelve feet (12') horizontally of the top and existing or planned cut slope.</li> <li>e. Toes of cut and fill slopes shall be set back from property boundaries a distance of three feet (3'), plus one-fifth (1/5) of the height of the cut or the fill, but may not exceed a horizontal distance of ten feet (10'); tops and toes of cut and fill slopes shall be set back from structures at a distance of at least six feet (6'), plus one-fifth (1/5) of the height of the cut or the fill. Additional setback distances shall be provided as necessary to accommodate drainage features and drainage structures.</li> </ul>
			<b>Findings</b>	<i>This standard is not applicable as no new subdivision is being created. No grading improvements are proposed or required.</i>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<b>16.04.040.O</b>	<b>Drainage Improvements:</b> The subdivider shall submit with the preliminary plat application such maps, profiles, and other data prepared by an engineer to indicate the proper drainage of the surface

				<p>water to natural drainage courses or storm drains, existing or proposed. The location and width of the natural drainage courses shall be shown as an easement common to all owners within the subdivision and the city on the preliminary and final plat. All natural drainage courses shall be left undisturbed or be improved in a manner that will increase the operating efficiency of the channel without overloading its capacity. An adequate storm and surface drainage system shall be a required improvement in all subdivisions and shall be installed by the subdivider. Culverts shall be required where all water or drainage courses intersect with streets, driveways or improved public easements and shall extend across and under the entire improved width including shoulders.</p>
			<b>Findings</b>	<i>This standard is not applicable as no new subdivision is being created. No changes are proposed or required to the drainage of the existing lots.</i>
			<b>16.04.040.P</b>	<p><b>Utilities:</b> In addition to the terms mentioned in this section, all utilities including, but not limited to, electricity, natural gas, telephone and cable services shall be installed underground as a required improvement by the subdivider. Adequate provision for expansion of such services within the subdivision or to adjacent lands including installation of conduit pipe across and underneath streets shall be installed by the subdivider prior to construction of street improvements.</p>
			<b>Findings</b>	<i>This standard is not applicable as no new subdivision is being created. No utility improvements are proposed or required.</i>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<b>16.04.040.Q</b>	<p><b>Off Site Improvements:</b> Where the offsite impact of a proposed subdivision is found by the commission or council to create substantial additional traffic, improvements to alleviate that impact may be required of the subdivider prior to final plat approval, including, but not limited to, bridges, intersections, roads, traffic control devices, water mains and facilities, and sewer mains and facilities.</p>
			<b>Findings</b>	<i>This standard is not applicable as no off-site improvements are required or proposed with this lot line shift.</i>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<b>16.04.040.R</b>	<p><b>Avalanche And Mountain Overlay:</b> All improvements and plats (land, planned unit development, townhouse, condominium) created pursuant to this chapter shall comply with City of Ketchum Avalanche Zone District and Mountain Overlay Zoning District requirements as set forth in Title 17 of this Code.</p>
			<b>Findings</b>	<i>This standard is not applicable as the subject properties are not located within the Avalanche Zone or Mountain Overlay.</i>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<b>16.04.040.S</b>	<p><b>Existing natural features</b> which enhance the attractiveness of the subdivision and community, such as mature trees, watercourses, rock outcroppings, established shrub masses and historic areas, shall be preserved through design of the subdivision.</p>
			<b>Findings</b>	<i>This standard is not applicable as no changes to existing features on the properties are proposed.</i>

### CONCLUSIONS OF LAW

1. The City of Ketchum is a municipal corporation established in accordance with Article XII of the Constitution of the State of Idaho and Title 50 Idaho Code and is required and has exercised its authority pursuant to the Local Land Use Planning Act codified at Chapter 65 of Title 67 Idaho Code and pursuant to Chapters 3, 9 and 13 of Title 50 Idaho Code to enact the ordinances and regulations, which ordinances are codified in the Ketchum City Code (“KMC”) and are identified in the Findings of Fact and which are herein restated as Conclusions of Law by this reference and which city ordinances govern the applicant’s application.
2. The Ketchum City Council has authority to hear the applicant’s Lot Line Shift Application pursuant to Chapter 16.04 of Ketchum Code Title 16.
3. The City of Ketchum Planning Department provided adequate notice for the review of this application.
4. The Lot Line Shift (Readjustment of Lot Lines) application is governed under Sections 16.04.010, 16.04.020, 16.04.030, 16.04.040, and 16.04.060 of Ketchum Municipal Code Chapter 16.04.
5. As conditioned, the proposed Lot Line Shift meets the standards for approval under Title 16 of Ketchum Municipal Code.

### DECISION

**THEREFORE**, the Ketchum City Council **approves** the Lots 3AA and 4AA First Addition Sun Valley Subdivision Lot Line Shift Application File No. P23-095 this Tuesday, January 2, 2024, subject to the following conditions:

### CONDITIONS OF APPROVAL

1. The final plat shall be recorded with the Blaine County Clerk and Recorder’s Office within one year of approval by the Ketchum City Council.
2. Upon recording of the final plat with the Blaine County Clerk and Recorder’s Office, the applicant shall provide a copy of the recorded final plat to the Planning and Building Department.

Findings of Fact **adopted** this 2<sup>nd</sup> day of January 2024.

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Neil Bradshaw, Mayor  
City of Ketchum