CITY OF KETCHUM, IDAHO
SPECIAL JOINT MEETING: CITY COUNCIL & PLANNING AND ZONING COMMISSION
Tuesday, February 14, 2023, 4:30 PM
191 5th Street West, Ketchum, Idaho 83340

AGENDA

PUBLIC PARTICIPATION INFORMATION
Public information on this meeting is posted outside City Hall.

We welcome you to watch Commission Meetings via live stream.
You will find this option on our website at www.ketchumidaho.org/meetings.

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

1. Join us via Zoom *(please mute your device until called upon)*.
   Join the Webinar: https://ketchumidaho-org.zoom.us/j/86143409998
   Webinar ID: 861 4340 9998

2. Address the Commission in person at City Hall.

3. Submit your comments in writing at participate@ketchumidaho.org *(by noon the day of the meeting)*.

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

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 COUNCIL and PLANNING & ZONING COMMISSIONERS:
1. Public comments submitted

NEW BUSINESS - *COUNCIL and PLANNING & ZONING*:
2. Presentation by Superbloom and Rio ASE regarding updated concept design and summary of public open house results
3. February 13th public open house results
4. Questions from City Council and Planning & Zoning Commission
5. Public Hearing

CONSENT AGENDA - *PLANNING & ZONING*:

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

6. Recommendation to approve minutes of January 31, 2023 - Planning Technician & Office Administrator Heather Nicolai
7. Recommendation to review and approve the Findings of Fact, Conclusions of Law, and Decision for the Appellation Hotel Design Review Amendment for the hotel project located at 300 E River Street - Director of Planning & Building Morgan Landers
8. Recommendation to review and recommend approval of the 2nd Amendment to the Amended and Restated Development Agreement for the Appellation Hotel project located at 300 E River Street - Director of Planning and Building Morgan Landers

PUBLIC HEARING - *PLANNING & ZONING*:

9. Recommendation to Hold a Public Hearing, Review, and Approve the Design Review, Lot Consolidation Preliminary Plat, and Condominium Subdivision Preliminary Plat applications for the 4th & Main Mixed-Use Development located at the northeast corner of Main and 5th streets - Senior Planner Abby Rivin

ADJOURNMENT:

Lisa Enourato

From: thall@alberthallassociates.com
Sent: Monday, February 13, 2023 4:07 PM
To: Participate
Subject: Warm Springs Preserve Access Points

We are writing to express our opposition to what we understand is a proposed additional bridge access to the Warm Springs Preserve across Warm Springs Creek at the public access located on Broadway Court in Ketchum. The ingress to that access point is via Broadway Blvd which is a street that ends in a cul-de-sac with no outlet. Broadway Court, where access to the bridge would be located is a private street, also with no outlet.

During peak summer months the street is already highly congested by the combination of home owners accessing their residences and by non-residents accessing the area on foot, bikes or by vehicle for the purpose of fishing and swimming in a popular summer swimming location just upstream from the public access point. Adding a bridge at that location would bring an additional group of people to the neighborhood to access the trail across the creek and thereby exacerbate an already stressed situation in terms of public circulation and parking.

When vehicles are parked in the cut-de-sac, they often park on private property and access resident's driveways and lawns to make the U-turn required to exit out of the neighborhood. During winter months there is little room for snow plows to service the street and during heavy snow years, the street is often reduced to one lane for months at a time. Plows, trash trucks and emergency vehicles are all hampered in serving the neighborhood year-round due to the lack of adequate circulation. Vehicles larger than a passenger car have to make multi-point turns to reverse direction even when there are no cars parked in the cul-de-sac or along the edges of the street.

Additionally, during the winter, because of inadequate snow storage areas, plow drivers are not able to open the street to two lanes and because Broadway Court is a private road, that does not present an option for additional snow storage. This results in a rapidly narrowing of the street and numerous blind corners for drivers to negotiate due to the height of the snow on the sides of the street.

Recently, residents adjacent to the area have had to deal with individuals accessing the area with an illegal bridge/plank placed across the creek. This has resulted in late at night and early morning disturbances with individuals engaging in activities that disturb the peace and in some instances could be dangerous to others such as target practice using bow and arrow and sling with rocks. Building a bridge that would facilitate crossing the creek safely in the dark would make this already bad situation worse. Even during daylight hours, to invite additional visitors to the area to cross a bridge into the preserve would have substantial, adverse impacts on the neighborhood and on public health and safety. This is not necessary, particularly when the main entrance to the preserve is only a three minute drive from the location at Broadway Court and few more minutes walking distance.

For the reasons described above, I would strongly recommend against the proposed bridge location at Broadway Court and locate additional cross-creek access elsewhere, if it is truly needed at all. Given that there is ample public access to the proposed parking lot location for both vehicular and pedestrian traffic, it would be best to direct the flow of traffic over Warm Springs Creek at that location, even if it requires a few more parking spaces than currently proposed.

Thank you for your consideration.

Thomas Hall and Amy Mueller
534 Broadway Blvd, Ketchum
thall@alberthallassociates.com
amykai16@yahoo.com

Lisa Enourato

From: ritchey.craig@dorsey.com
Sent: Monday, February 13, 2023 9:08 PM
To: Participate
Subject: Warm Springs Preserve--No on "neighborhood bridge"

First of all, we would like to say what a wonderful idea it has been to create Warm Springs Preserve. Bravo and well done!! We were early supporters and financial contributors to its creation. It represents Ketchum at its best.

We are writing to express our strong opposition to the proposed " neighborhood bridge" across warm Springs Creek where Broadway Boulevard dead ends. This is not a good location for a bridge because it would bring substantial additional traffic to this dead end spot where there is no parking; and the increased traffic would overwhelm the Broadway Boulevard neighborhood. Broadway Blvd. is a narrow and curving road through a neighborhood inhabited by families with small children. We live a few hundred feet from the proposed location of the "neighborhood bridge." We are acutely aware of the curvy and narrow nature of Broadway Blvd (20 mph speed limit), the absence of any significant street parking, and how the road dead ends right at the proposed location of the proposed bridge. Building the "neighborhood bridge" as proposed would have a significant adverse impact on the health and safety and substantially diminish the quality of life of the residents of neighborhood.

All of the traffic, parking, and access problems created by the "neighborhood bridge" would only be even greater in the winter when the roads would become further narrowed, and there would be no room whatsoever for parking or even turning cars around at the end of Broadway Blvd. . There is already a shortage of places to put snow from clearing the roads in the winter.
.
The proposed neighborhood bridge would NOT significantly create better access to the Preserve. There is already foot/trail access to Warm Springs Creek at the location proposed for the bridge. Moreover, just a few minutes away is the main entrance to the Preserve where there will be substantial parking, trail access, and other infrastructure.

The "neighborhood bridge " is a bad idea in a bad location---- Please do not approve the "neighborhood bridge."

Craig Ritchey, (Ritchey.craig@dorsey.com)
Kathryn Hallsten Ritchey, (drhallsten@carashealth.com)
521 Broadway Blvd

MEMORANDUM

To: Members of the Warm Springs Preserve Committee

From: Susan McGuigan, member of WSPC

Date: September 12, 2022

Re: Impacts of Dogs on Natural Areas—Bullet Points for Discussion

The purpose of this Memorandum is to provide some bullet points from my review of scientific journals which discuss the public health considerations associated with off-leash dog parks, an important issue for discussion with members of the Warm Springs Preserve Committee. Several members of the committee asked me to summarize my research by preparing bullet points for committee discussion. A summary of my research is set forth below, and I have provided links to some of the articles I reviewed.

1). Off leash dog parks can be a benefit for a local community as they encourage physical and social health for the dog owners, and can provide a community connectedness. One of the goals of the WSP committee is to help the City of Ketchum find strategies to enhance the benefits of an off-leash dog park while minimizing the environmental harm to the Warm Springs Preserve.

2). Environmental harm can occur from off-leash dog parks. Dog waste can make fisheries susceptible to contamination from disease causing bacteria and parasites. Giardia, E. coli, and salmonella are found in dog feces and can promote algae growth and producing ammonia as the waste decays, harmful to water quality, fish and humans.

3) Dog waste enters the stream from several ways. The dogs themselves who enter the stream can cause deposits with even a small amount on their tails, and pet waste that is not picked up by dog owners reaches the waterways through storm runoff.

4). The federal Environmental Protection Agency lists dog

waste as a non-point source of pollution defining it as similar to oils, toxic chemicals and acid drainage form mines. One gram of dog feces contains 23 million fecal coliform bacteria. One hundred dogs can produce more than 500 pounds of waste per week. The Oregon Department of Environmenal Quality identifies pet waste as a significant contributor to E. coli bacteria in its Willamette River watershed, and contact with E.coli polluted water can make people sick.

5). The EPA Best Practices Manual states that the design of dog parks should be sited out of streams, drainageways, and steep slopes to control the input of dog waste on receiving water.

6). The presence of dogs causes a displacement of wildlife and may prevent wildlife from normal feeding and breeding activities. A California study of birds found that the birds were disturbed once every 27mintues on weekend by off- leash dogs.

7). In making decisions on the master plan for the Warm Springs Preserve, the City of Ketchum will be guided by its zoning code which state that it is a "goal of the city to protect and enhance vital natural resources". (City of Ketchum Zoning Code 17.18.170). In the floodplain area along the Warm Springs Creek, the city's code requires that there be no negative impact "on the development of aquatic life or water quality upstream, downstream or across the stream." (17.88.040). Protection of the water quality of Warm Springs Creek is safeguarded in the City's zoning regulations which state that the "Big Wood River and its tributaries and their associated flood plains in Ketchum are important to the well-being of our citizens as they provide recreation, fish and wildlife habitat, aesthetic beauty…". (17.88.040).

8). There are solutions to the success of off-leash dog parks where success is measured by balancing the benefits of the park while minimizing the adverse environmental impact. Some strategies suggested by the articles reviewed include a) fencing of the area to keep the dogs out of the waterways, and to prevent a conflict of off-leash dogs and other park users;
b) providing clearly visible rules of acceptable behavior in the park; c) education of dog owners about the impact of their dog's waste on the environment; d) providing multiple dog waste bag stations, with preferably biodegradable bags; e) providing hand

sanitizer; f) periodic monitoring of soil conditions for the presence of harmful bacteria; and e) providing animal control officers for enforcement. The Warm Springs Preserve Committee can likely come up with even more solutions to help guide the City of Ketchum in its master planning process for the Warm Springs Preserve.

Citations: https://digitalrepository.unm.edu/arch_etds/144/; https://go.gale.com/ps/i.do?id=GALE%7CA564605042&sid=googleScholar&v=2.1&it=r&linkaccess=abs&issn=00312215&p=AONE&sw=w&userGroupName=anon%7E6b332e8; https://www.oregonmetro.gov/sites/default/files/2017/09/28/impacts-of-dogs-on-wildlife-water-quality-science-review.pdf; https://pubmed.ncbi.nlm.nih.gov/29027053/ https://www.sciencedirect.com/science/article/abs/pii/S2405939019302679 https://www.dvm360.com/view/parasites-are-playing-in-america-s-dog-parks https://www.mdpi.com/2076-2615/11/6/1685

Warm Springs Preserve

Joint Council and P&Z Meeting
Touch Point #3 – Vision Plan

February 14, 2023

KETCHUM

WOOD RIVER LAND TRUST

SUPERBLOOM

Applied Science & Engineering

Touch Point #3 - Draft Vision Plan for Warm Springs Preserve

Agenda

1

ACCESS

Neighborhood Connections

Trail Network

2

OPPORTUNITY AREAS

Floodplain Restoration

Parking/Entry

Middle Terrace

Fairway

Southern Floodplain

3

PHASING

Construction Timeline

4

PUBLIC FEEDBACK

Your questions, feedback, next steps…

Team

Project Partners

City of Ketchum

Wood River Land Trust

Friends of the Warm Spring Preserve Committee

Design Team

Superbloom

Denver, CO

Community Engagement, Landscape Architecture

Rio Applied Science & Engineering

Boise, ID

Engineering, Geomorphology, Hydrology

Ecosystem Sciences

Boise, ID

Ecological Systems

North Fork Native Plants

Rexburg, ID

Native Plants for Restoration

Timeline

Where we have been…

April 2022

Property Acquisition

Deed Restrictions established

Community Commitments identified including replacement of irrigation system, restoration and Master Planning process.

$ 9 million total: $8 mil for the property and $ 1 mil in reserve for irrigation

May 2022

Master Planning

Master Planning Process begins

June 2022

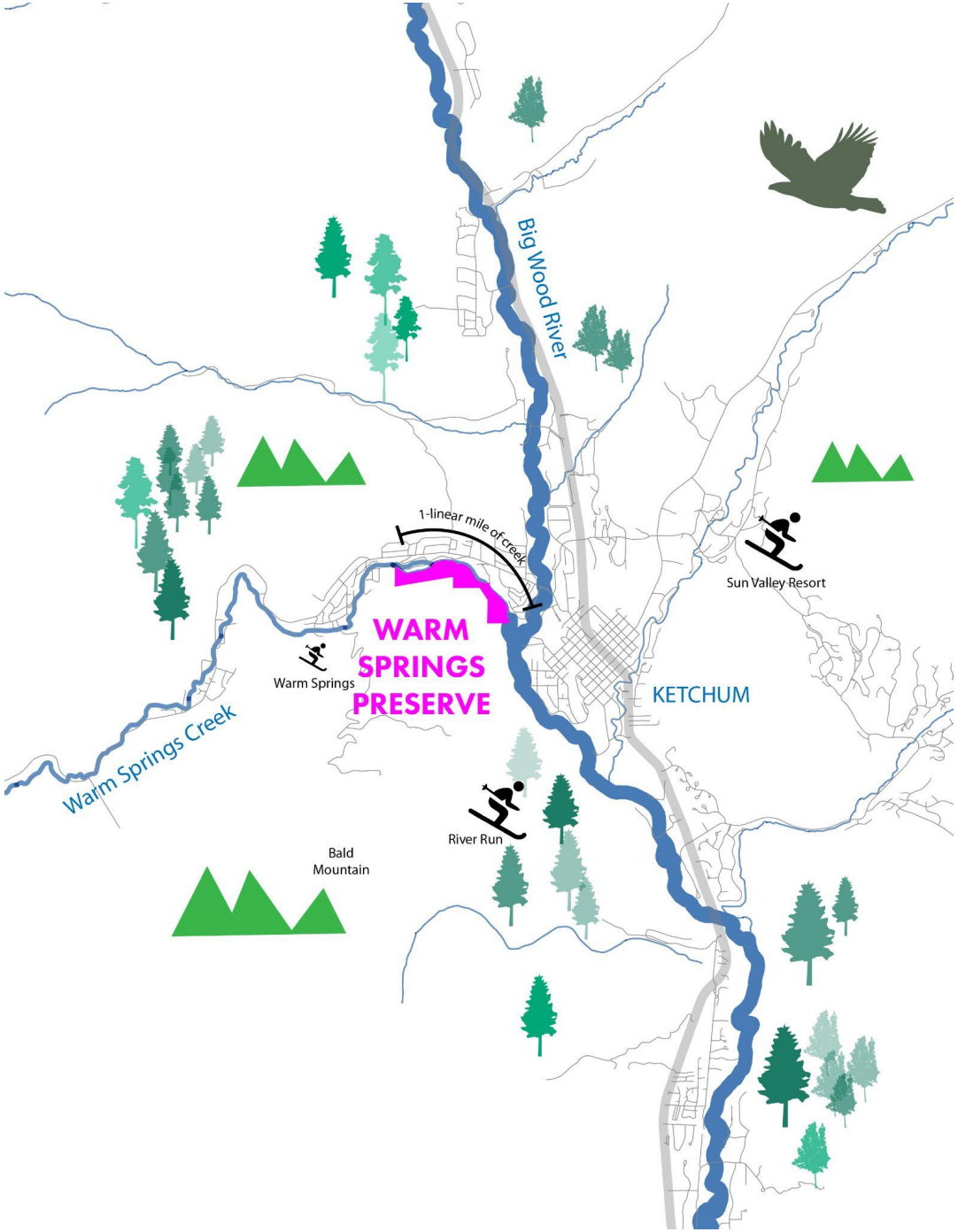
Opening Celebration

Community-wide celebration

Master Plan Process

A unique opportunity for large-scale creek restoration near the confluence of the Big Wood River

"Warm Springs is one of the few opportunities to restore the river through Ketchum so this should be a priority." Quote from community member in November 2022 Survey.

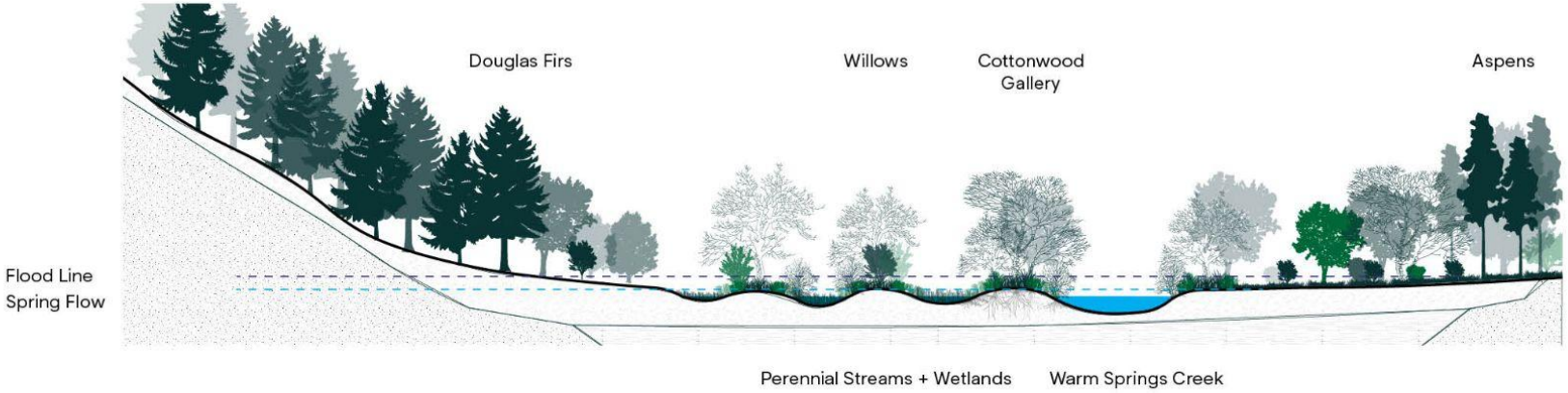


Big Wood River Watershed Map

A Dynamic Landscape

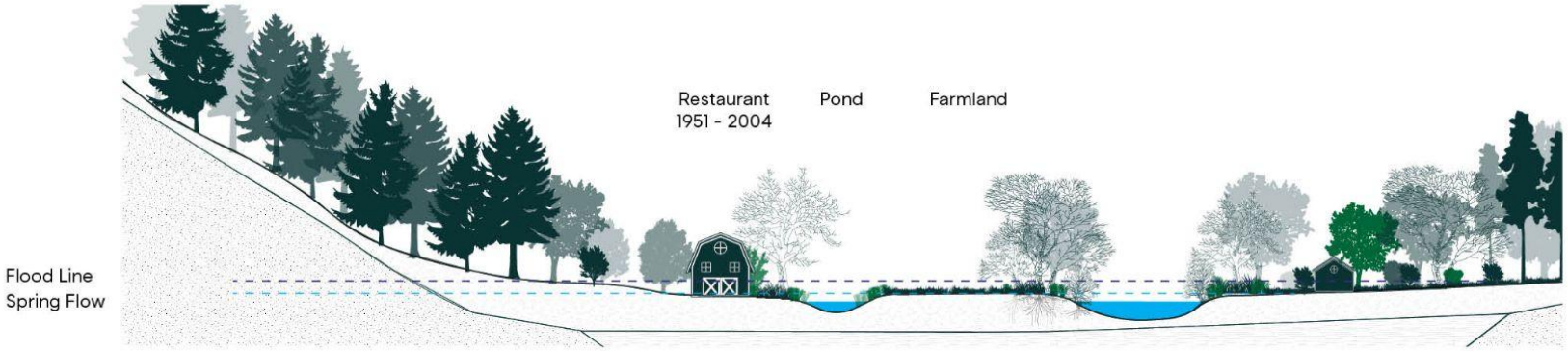
Alluvial Floodplain
Pre-1800

In this condition, the area where Warm Springs Preserve currently exists acted as an alluvial floodplain containing multiple meandering streams and floodable areas.



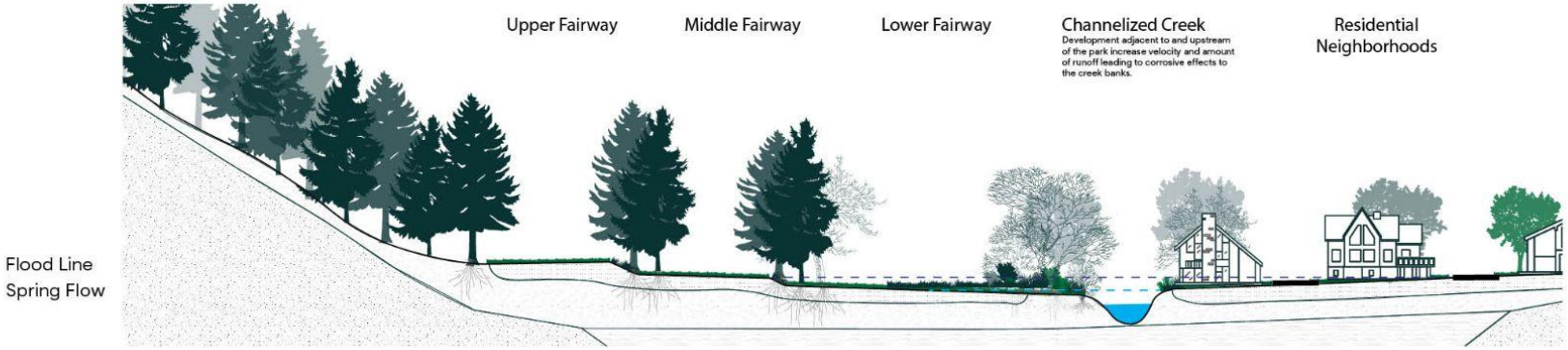
Farm + Restaurant
1800 - 1950s

As people moved to the area and used the land for other purposes such as farming and recreation, the floodplain was lost.



Golf Course
1960 - 2009

Intensified development has limited the creek's natural ability to move and flood healthily. As the development and weather patterns change, the threat to residents and the creek itself will intensify.



A Community-Driven Design Process

What is the nature of Warm Springs Preserve?

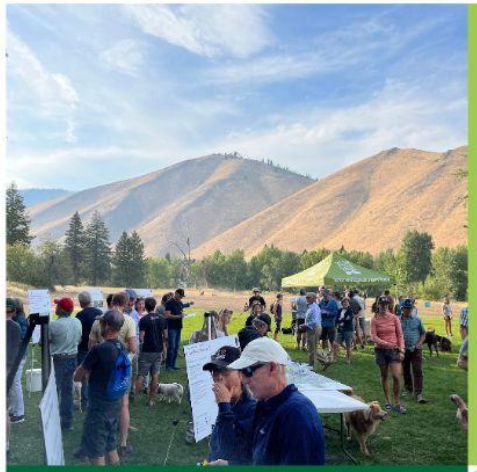
A Plan Shaped by You

September 2022 Public Workshop at the Preserve

Public Meetings, Online Surveys, Website & Social Media, Stakeholder Meetings (disc golf, neighbors, Other Events

June 21	Summer Solstice Celebration
September	Online Survey
September 13	Public Open House #1
September 14	Joint Council P&Z Meeting #1
November	Online Survey
November 14	Public Open House #2
November 15	Joint Council P&Z Meeting #2
February 1	Neighborhood Access Worksession
February 13	Public Open House #3
February 14	Joint Council P&Z Meeting #3

by the Numbers



10
public meetings
(from Sept. - Feb.)

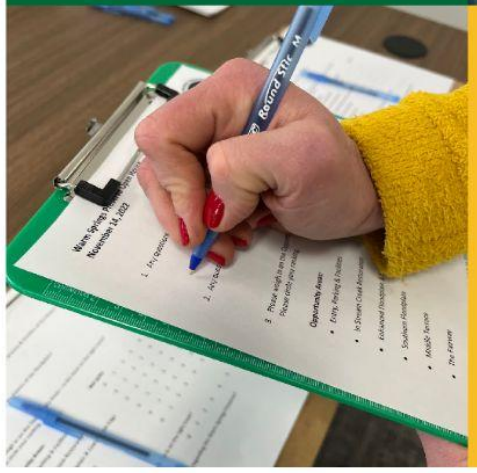
$7-$1M
donation value
range

$9.5M+
donations raised
thus far

"I really appreciate how much community feedback is incorporated into the plan!"

"Thank you for taking community feedback - excited for it to begin!"

900+
donors



329
online + in-person
survey results

200+
estimated average
daily visitors today

WARM SPRINGS PRESERVE

Principles & Framework

Existing Project Commitments

Warranty Deed (required)

- Floodplain restoration
- (1 or more) 10-ft w pedestrian trail for walking/skiing
- (1) irrigation pump house
- (1) public restroom
- (1) maintenance shed (1000sf max)
- (24) parking stalls

Community Commitments

- New irrigation system that reduces water use
- Flood mitigation
- Restoration of riparian zones & floodplain
- Creek & habitat restoration
- Passive park for open space in perpetuity
- Off-leash dog access
- Informal activities (disc golf, dog walking, etc.)
- Informal gather space (picnic tables, etc.)
- Nordic trails
- Public restroom

Initial Concept: Opportunity Areas

Opportunity Areas

1. Upper Fairway
2. Middle Terrace
3. Lower River Edge
4. Southern Floodplain
5. The Woods
6. The Creek
- ☆ Amenity Zone

Six Guiding Principles

01 Create a Preserve that is Connected and Accessible to All
02 Design for Success over Time
03 Support All-Season Multi-Functional Use
04 Demonstrate Leadership through regeneration of Healthy Ecosystems for People, Plants & Animals
05 Restore the Creek & Floodplain
06 Celebrate & Educate about the Past, Present and Future

Existing Project Commitments

Warranty Deed

(1) or more 10-ft w pedestrian trail for walking/skiing

(1) pump house

(1) public restroom

(1) storage building (1000sf max)

Floodplain restoration

(24) parking stalls

Community Commitments

New Irrigation System that reduces water use

Flood mitigation

Restoration of riparian zone & floodplain

Creek & Habitat Restoration

Passive park for Open Space in Perpetuity

Off-Leash Dog Access

Informal Activities (disc golf, dog walking, etc.)

Informal gathering space (picnic tables, etc.)

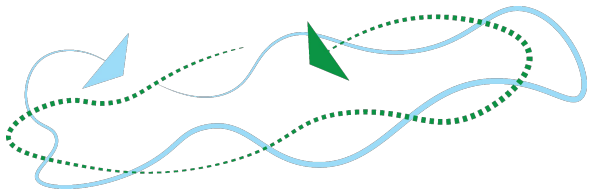
Nordic Trails

Disc Golf

Public Restroom

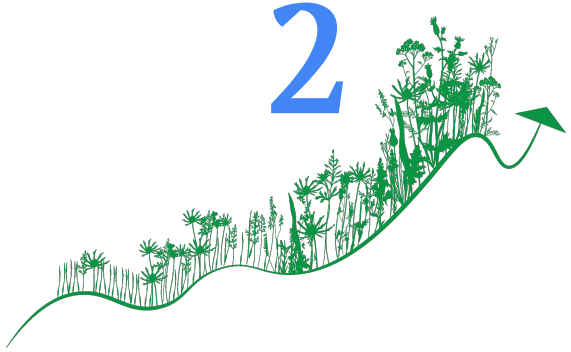
Project Principles

1



Create a Preserve that is Connected and Accessible to All.

2



Design for Success over Time

3

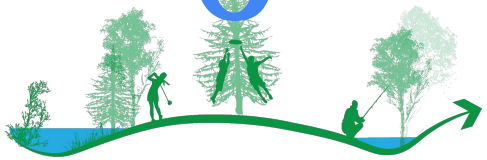
Support All-Season Multi-Functional Use

Demonstrate Leadership through Regeneration of Healthy Ecosystems for People, Plants & Animals

5

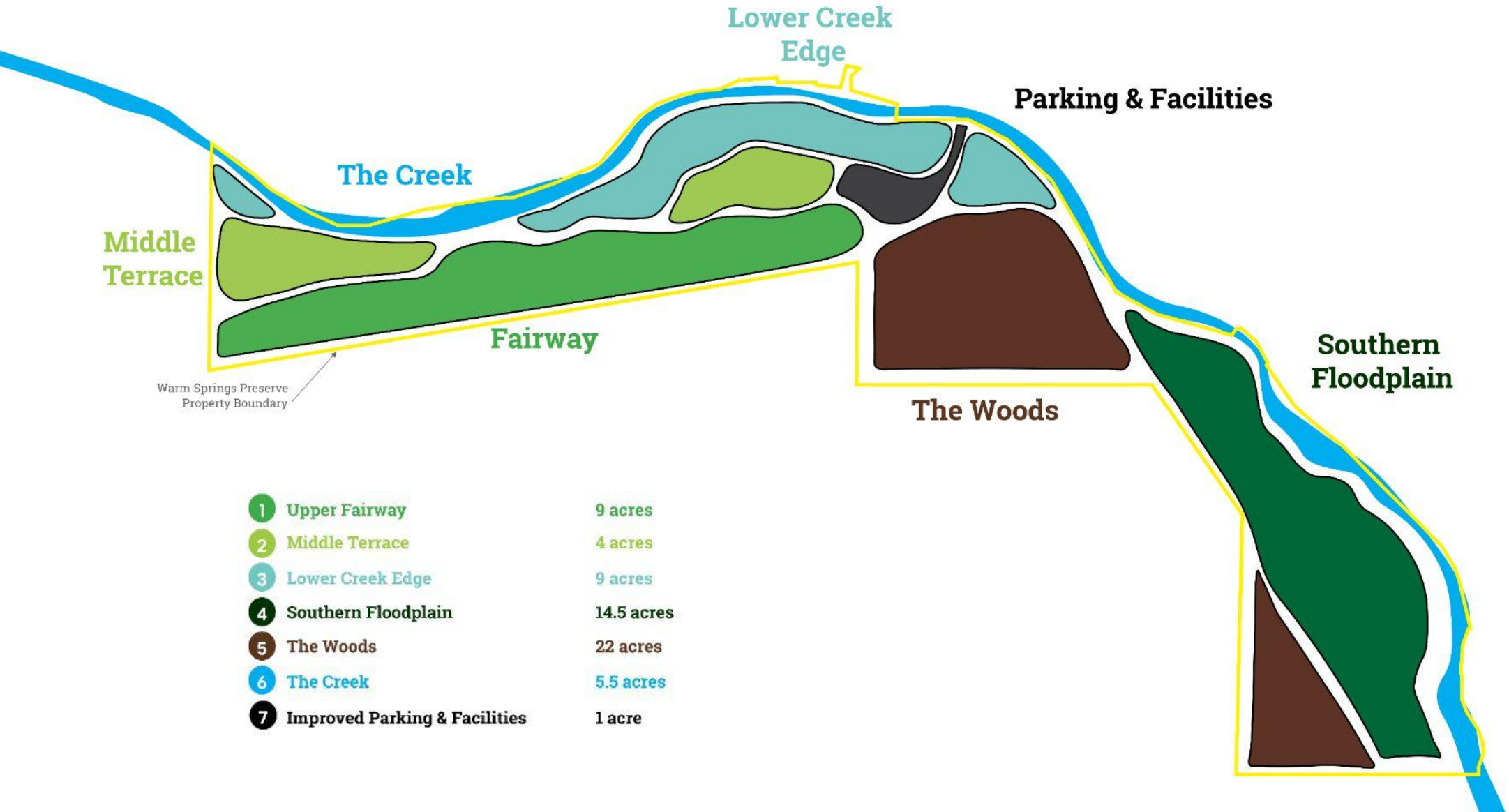
Restore the Creek and Floodplain

6



Celebrate & Educate about the Past, Present and Future of the Preserve

Opportunity Areas



1	Upper Fairway	9 acres
2	Middle Terrace	4 acres
3	Lower Creek Edge	9 acres
4	Southern Floodplain	14.5 acres
5	The Woods	22 acres
6	The Creek	5.5 acres
7	Improved Parking & Facilities	1 acre

Big Picture Feedback from November

ACCESS
Access improvements, and when that might occur

ENVIRONMENTAL PROTECTION
Habitat enhancement and protecting existing ecosystems

RESTORATION
Extensive support for creek restoration, native plant species, reduced irrigation

HOMEOWNERS
Creek homeowners are concerned about how this impacts their property & view

DOGS
Park management & relationship between dogs, people and wildlife, waste management

ACTIVITIES
Nordic skiing, bike racks, potential to consider bike through path or fat bike in winter?

HARDSCAPE/IMPROVEMENTS
Preserve the open space with minimal hardscape & built improvements, pave parking lot

SOUTHERN PROPERTY
Excitement for the expansion

FACILITIES
flush toilets, ADA and HC are important

PARKING
Plan for overflow parking or expansion of existing parking

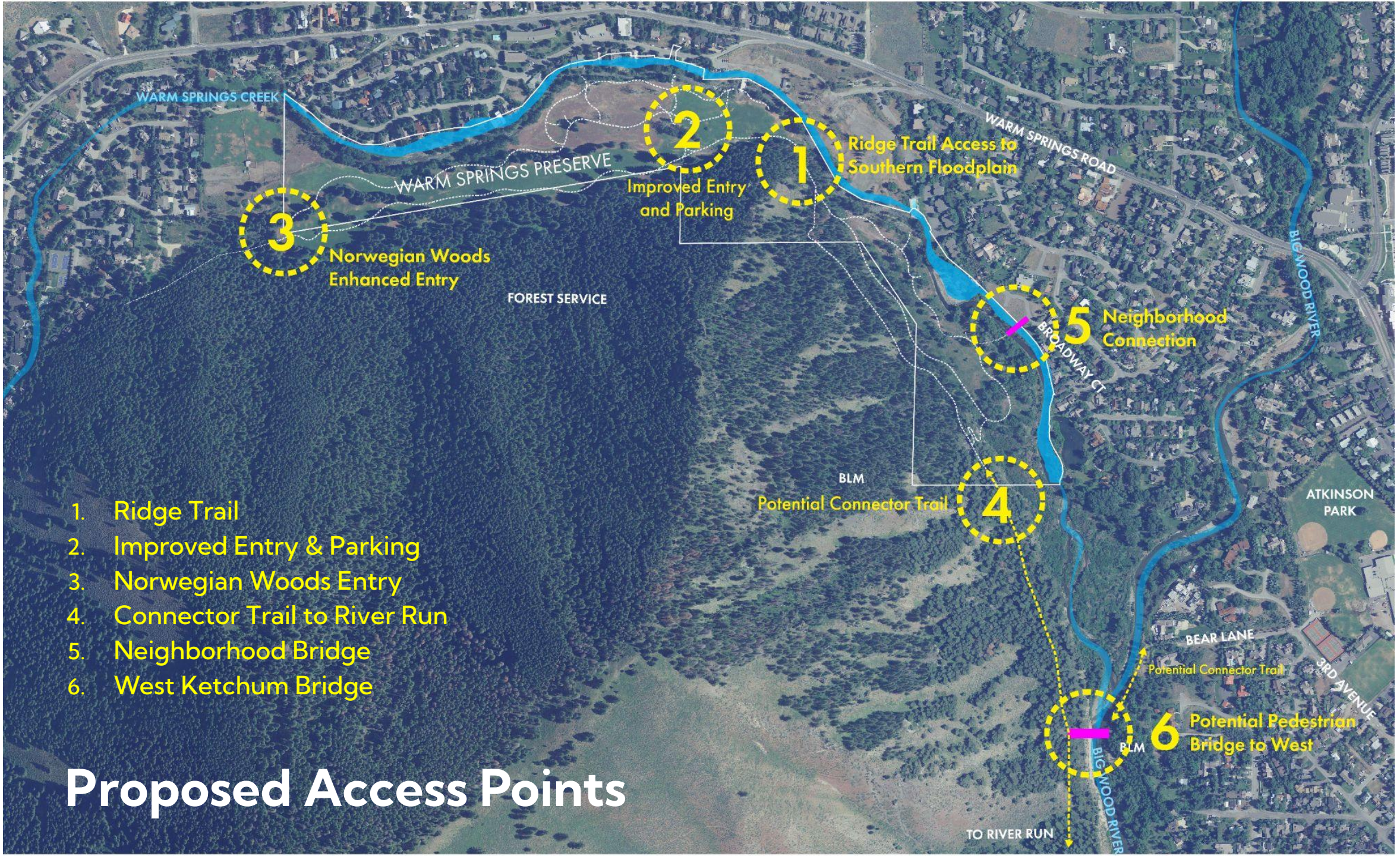
AMENITIES
Subtle 'nature play' integrated with ecological restoration and educational opportunities

1

Connectivity & Access

Issues: Pathways are not universally accessible, potential additional access points that can make it easier to get to the Preserve.

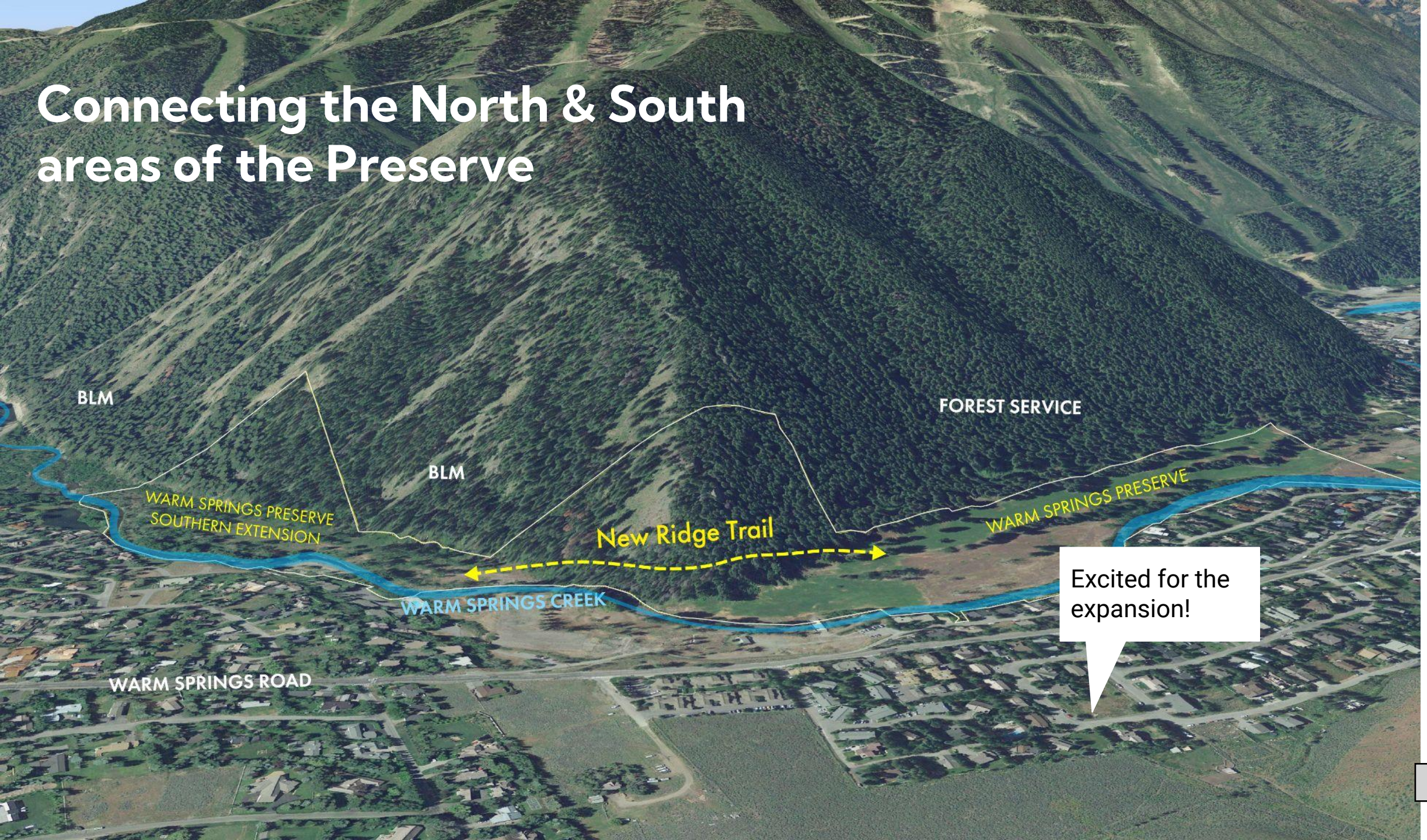
A Preserve that is Accessible & Welcoming to All



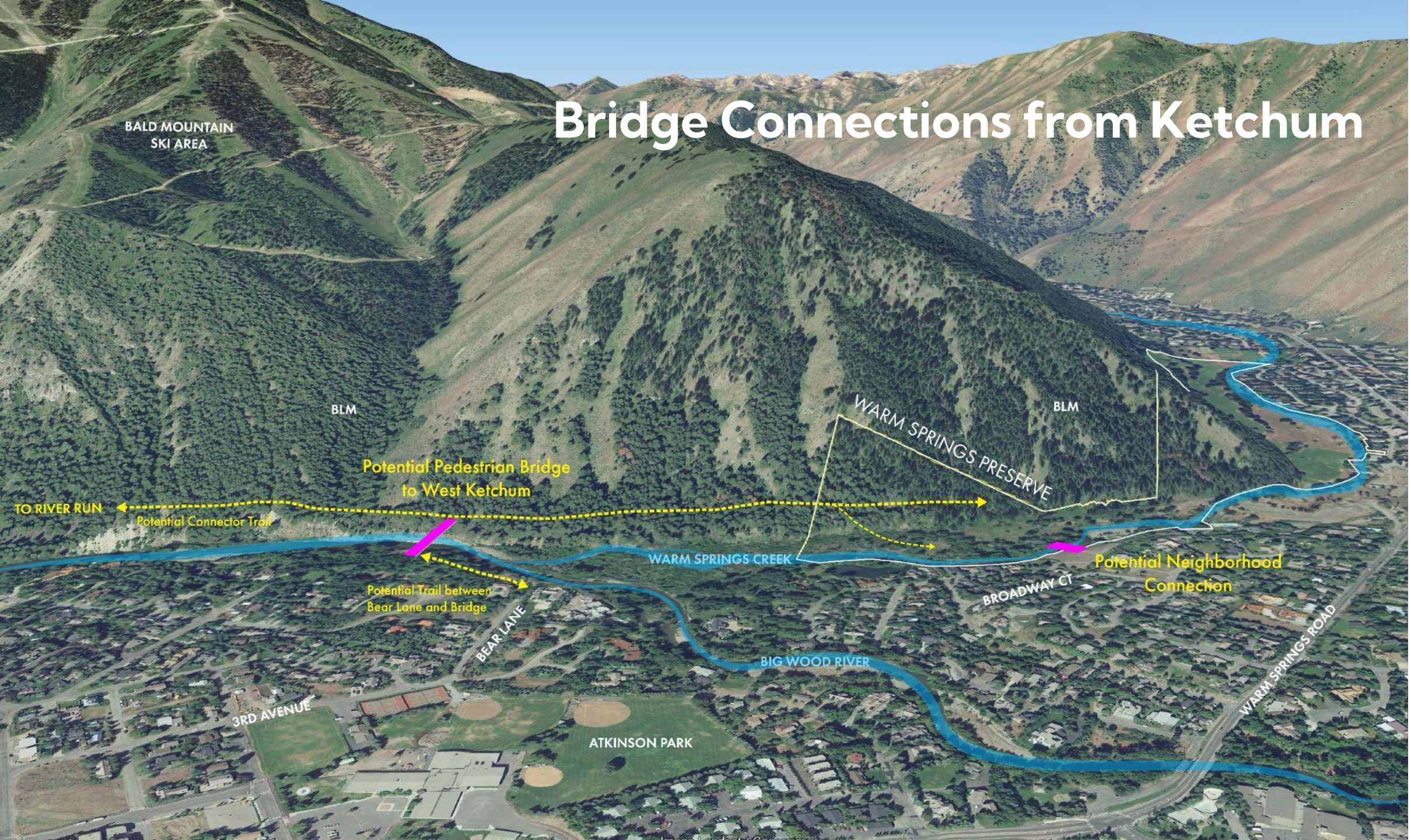
1. Ridge Trail
2. Improved Entry & Parking
3. Norwegian Woods Entry
4. Connector Trail to River Run
5. Neighborhood Bridge
6. West Ketchum Bridge

Proposed Access Points

Connecting the North & South areas of the Preserve



Bridge Connections from Ketchum



PRESERVE

Feedback on proposed connections

On February 1st, the City held two public worksessions (Noon and 5pm) to get feedback on these potential improved connections to Warm Springs Preserve.

West Ketchum Bridge

- Concern for increased visitors to the Preserve
- Impacts of bridges and construction on the environment and wildlife
- Parking at access trail
- Is a mountain bike connection possible?

Neighborhood Connection

- Need to improve the access trails
- Parking at access trail
- Some didn't feel that a bridge was necessary, but that the access trail to the creek is important
- Design should consider natural materials

Norwegian Woods

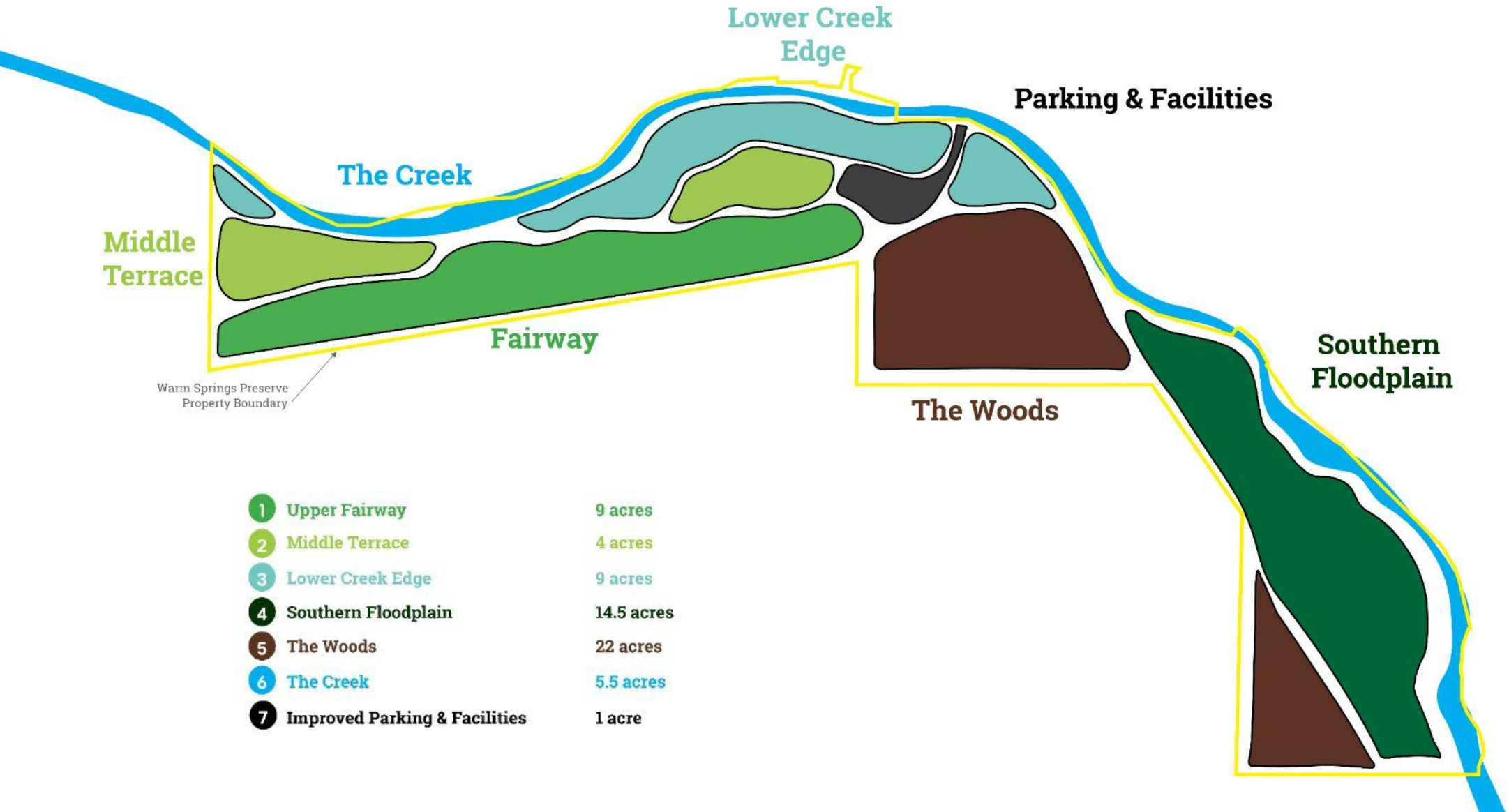
- Issue today that needs to be solved
- Respect private property; public access should not cross private lands
- Lots of interest in this access point

2.

Opportunity Areas

Conceptual design ideas for restoring and preserving the primary opportunity areas at Warm Springs Preserve

Opportunity Areas



1	Upper Fairway	9 acres
2	Middle Terrace	4 acres
3	Lower Creek Edge	9 acres
4	Southern Floodplain	14.5 acres
5	The Woods	22 acres
6	The Creek	5.5 acres
7	Improved Parking & Facilities	1 acre

Opportunity Areas

Lower Creek Edge & Floodplain

- Possibly Extensive grading and earthworks
- 2-3 inlets connecting to Creek
- Riparian woodland mosaic
- Gravel islands and bars
- Low water crossings for ephemeral channels
- Small bridges for year-round flows

Middle Terrace

- Potential for seasonal Native wildflower meadow
- Enhanced biodiversity & pollinator species
- Non-irrigated
- Mown pathways

Upper Terrace (Fairway)

- Maintain upper terrace Fairway
- Replace inefficient irrigation system
- Opportunities for benches & picnic tables
- Maintain lawn with some restored edges
- Potential for dog waste receptacles

Southern Floodplain

- Light touch, surgical enhancements to Southern Reach
- Minor grading
- Pilot channel
- Soft surface pathways

Ecological Section

MORE NATURAL ← → MORE ACTIVE

Residence

Private residences on Warm Springs Creek

The Creek

Warm Springs Creek with new gravel point bars for people and dog access

Lower Floodplain & Creek Edge

Restored floodplain ecosystem with new back channel and irrigation pond.

Middle Terrace

Earthworks and grading to receive the soil from the excavated floodplain. Planted with native meadow species and pockets of aspen groves.

Fairway

Preserved Upper Terrace Fairway with replaced irrigation system, new donor benches and picnic tables

The Woods

U.S. Forest Service and Bureau of Land Management owned land

1 **Fairway** - 9 acres

2 **Middle Terrace** - 4 acres

3 **Lower Creek Edge** - 9 acres

4 **Southern Floodplain** - 14.5 acres

5 **The Woods** - 22 acres

6 **The Creek** - 5.5 acres

7 **Improved Parking & Facilities** - 1 acre

ADA Trails & Parking

Bench

Picnic Table

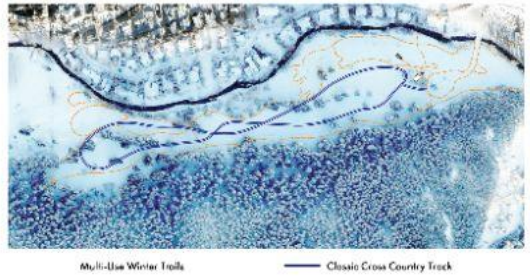
Creek Access

Public Toilets

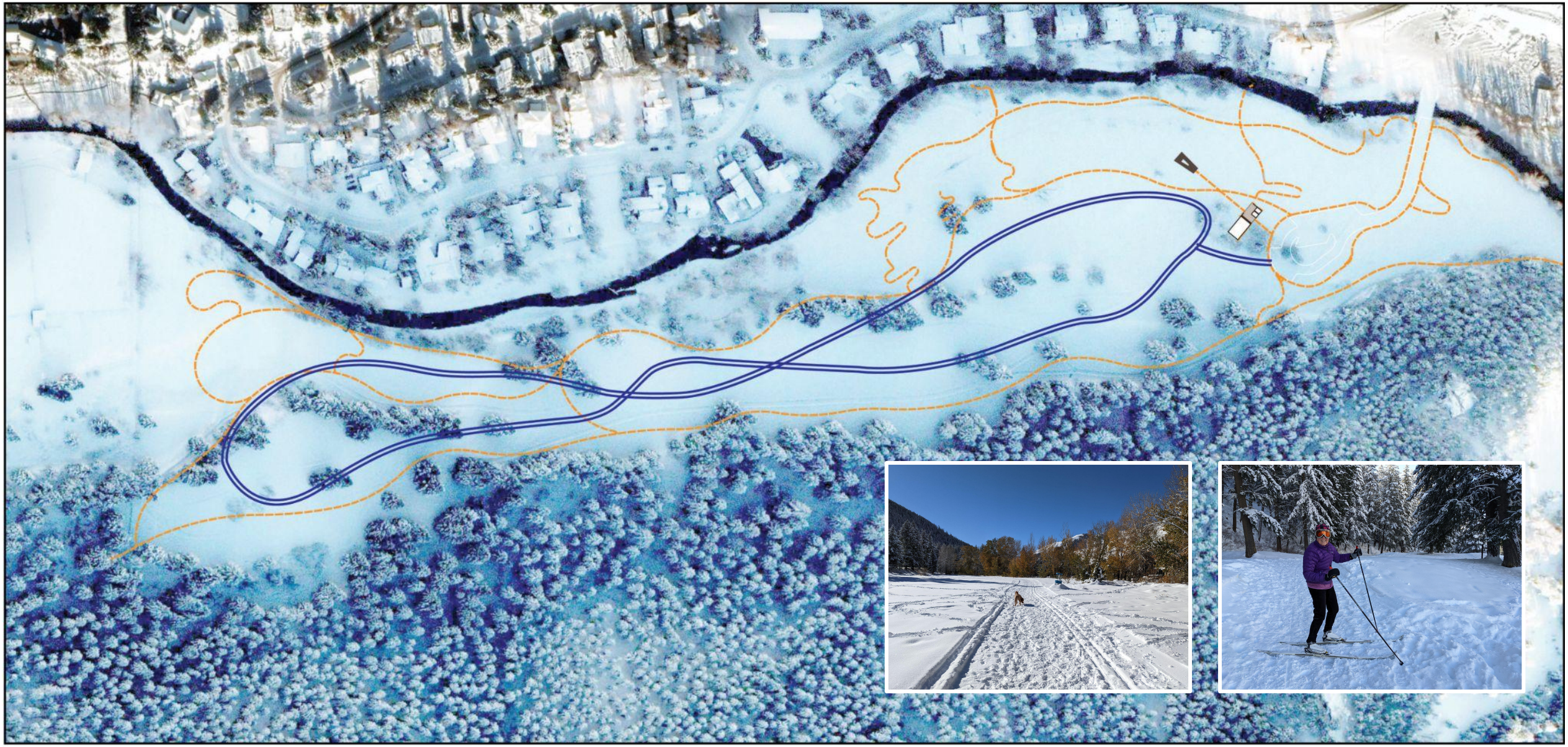
Water & Pet Fountain

Disc Golf Start

Winter Trails

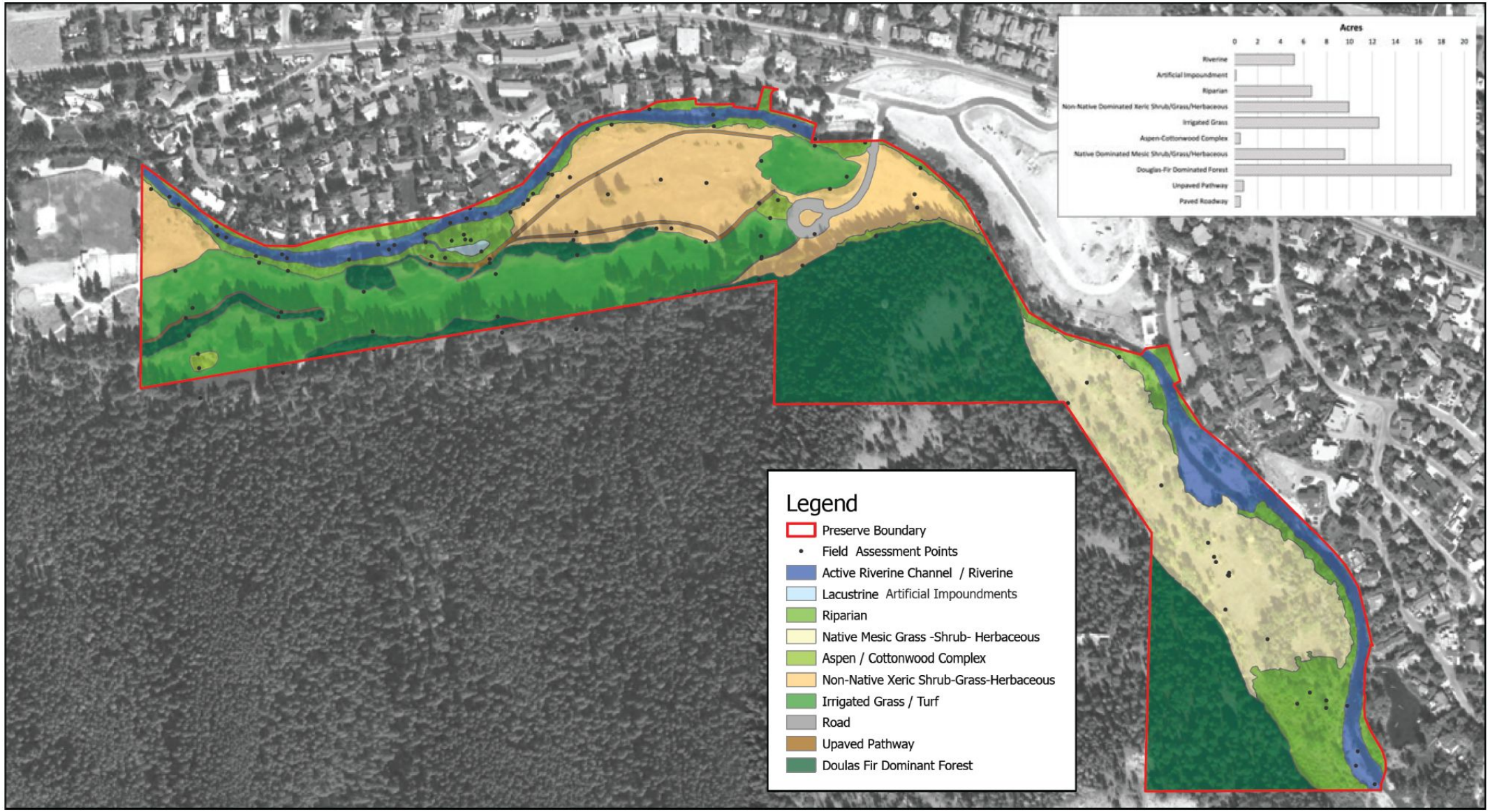


WARM SPRINGS PRESERVE TRAIL MAP



Multi-Use Winter Trails

Classic Cross Country Track



Warm Springs Preserve

Existing Ecological Units

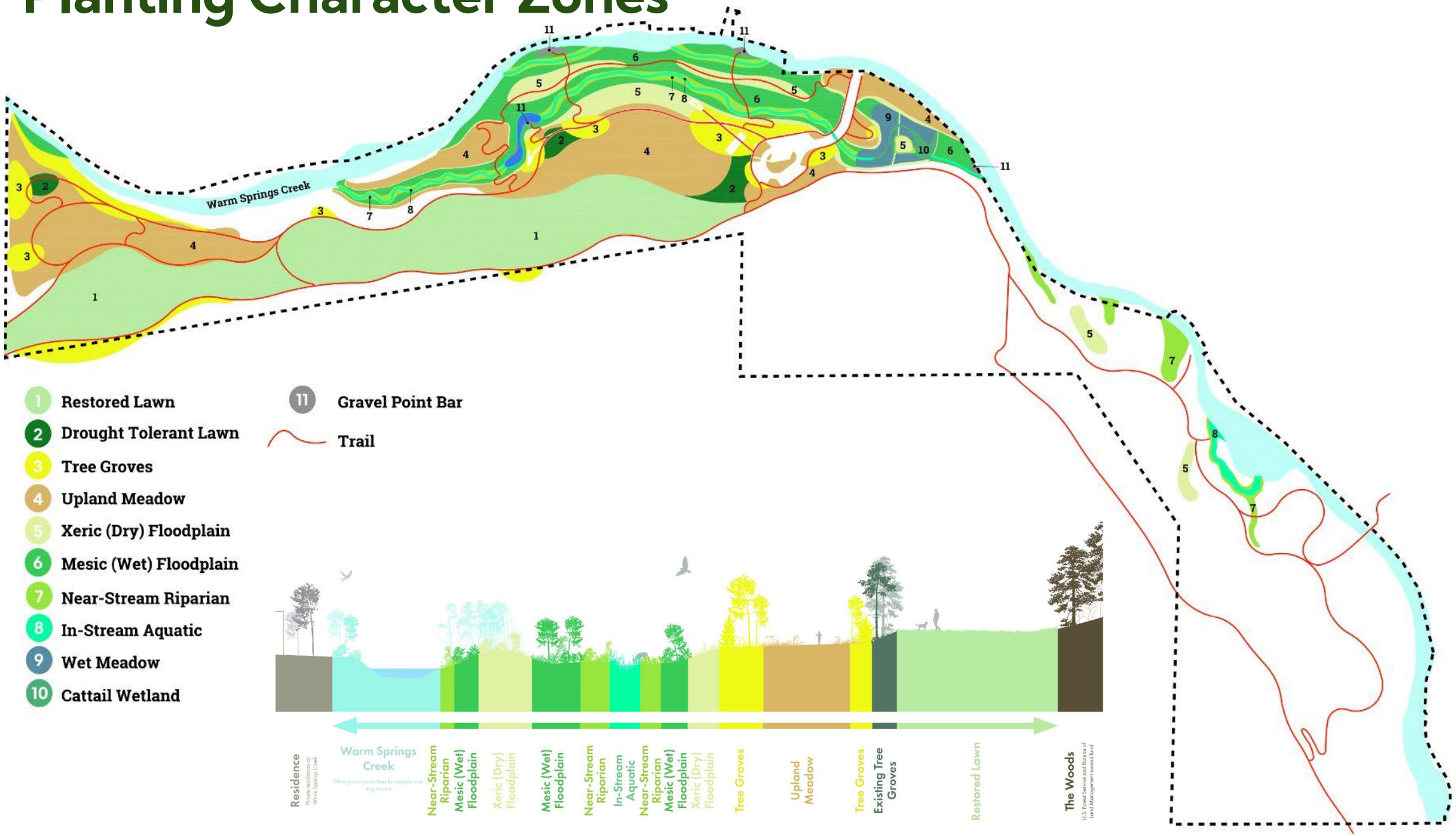
0 250 500 1,000
Feet

N

Ecosystem Sciences, LLC
Science Design Planning

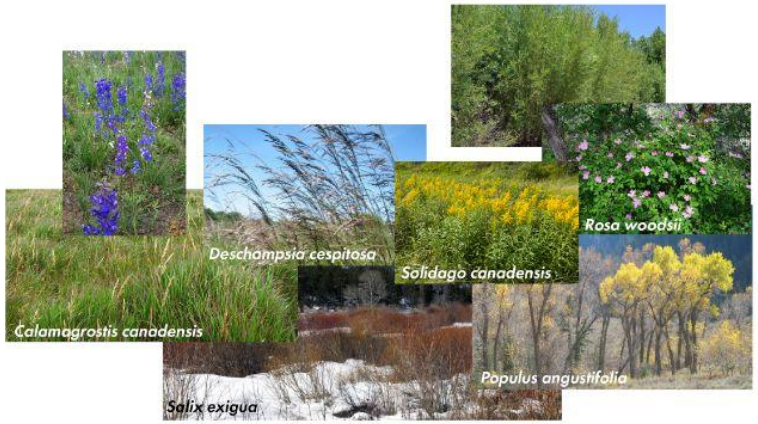
Disclaimers - This map (or data product) is for illustration purposes only. It is not intended to be used for description, conveyance, authoritative definition of legal boundary, or property title. This is not a survey product. Users are encouraged to examine the documentation or metadata associated with the data on which this map is based for information related to its accuracy, currentness, and limitations.

Planting Character Zones



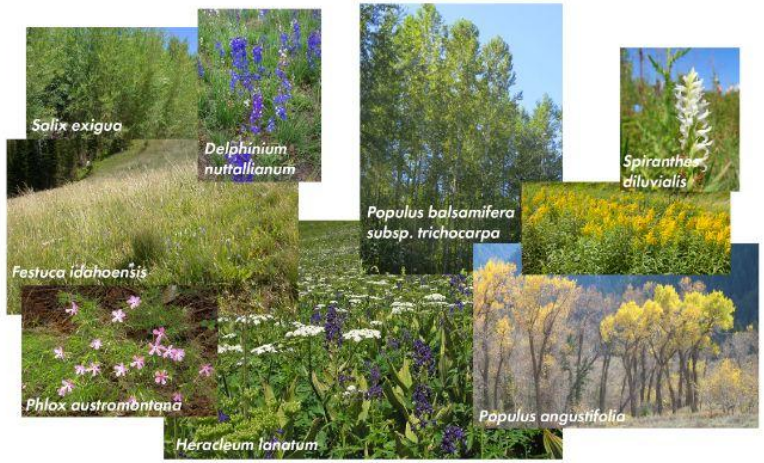
8 In-Stream Aquatic

This zone is closely associated with the spatial extent of the current active stream channel and is mostly composed of open water and/or scoured substrate. Located at or below the Ordinary High-Water Mark (OHWM) of the stream, occurrences of established riparian vegetation are uncommon. However, in low velocity areas of the stream and in the proposed wetland, emergent aquatic vegetation may include common cattail, bulrush, water sedge, and baltic rush.



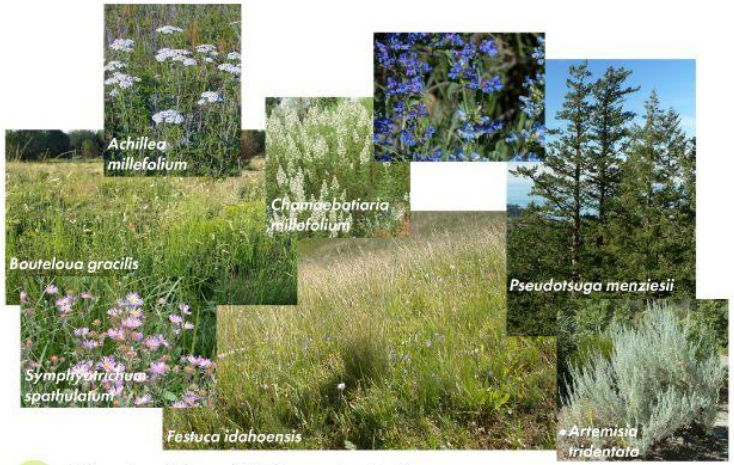
7 Near-Stream Riparian

This zone occurs directly adjacent to the active stream channel, proposed side channels, and low-lying portions of the restored floodplain that has access to Warm Springs Creek's hydrology. Currently only a narrow strip of riparian habitat is present. The restoration strategy envisions a restored and enhanced riparian zone. Common species that occur within this class are: Black cottonwood, narrowleaf cottonwood, coyote willow, peachleaf willow, booth's willow, pacific willow, bittercherry, Red-osier dogwood, Wood's rose, Canada goldenrod, baltic rush, Larkspur.



6 Mesic (Wet) Floodplain

A mesic habitat is a type of habitat that has access to a moderate or well-balanced supply of moisture. The elevation of the mesic floodplain area is generally lower and more connected to the hydrology of Warm Springs Creek than portions of the xeric floodplain. Healthy mesic habitats function like a sponge; they effectively store water, which can be utilized by neighboring, drier habitats. Healthy mesic habitats also provide a higher density of herbaceous plants and insects that can be used as cover and forage by organisms belonging to higher trophic levels, such as grouse.

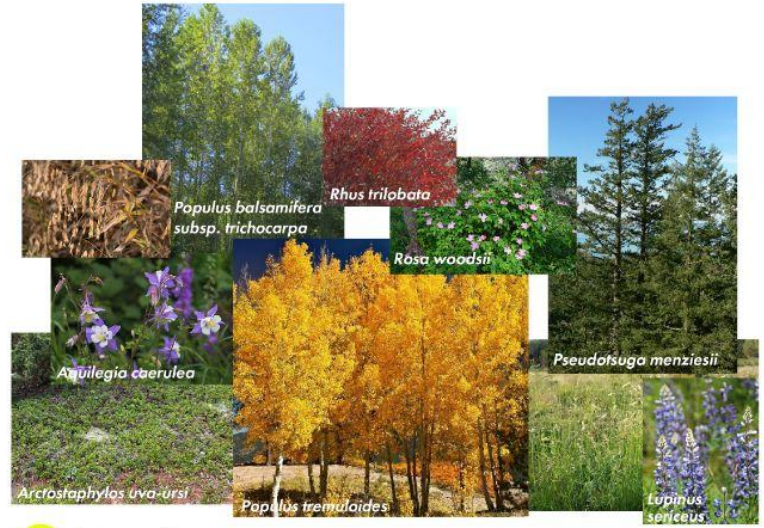


5 Xeric (Dry) Floodplain

This zone occurs almost exclusively within the flat surfaces of the project area that are at a higher elevation than the mesic floodplain area. The surfaces that are inhabited by xeric species are disconnected from the hydrology of Warm Springs Creek. The xeric floodplain character zone is a mixed plant community, consisting of some native upland shrub species, wildflowers, grasses.

4 Upland Meadow

This zone occurs in upland portions of the site above the floodplains, particularly in areas of fill and adjacent to the restored lawn. The palntings here focus on drought tolerant grass, forb and shrub species that are attractive to pollinator insects and birds.



3 Tree Groves

The tree groves connect to existing evergreen planted areas on the site or positioned as islands throughout the upland areas. In time, the shade created by the deciduous and evergreen trees in this zone creates a microclimate for unique native shrub and perennials that provide diversity within the landscape for visitors to experience.

Lower Creek Edge & Floodplain

Your Responses to the November Survey
How On Track Was the Previous Design for this Opportunity Area?

NOVEMBER FEEDBACK

- Habitat enhancement and protecting existing ecosystems is important
- Extensive support for creek restoration and the integration of native species
- Consider subtle 'nature play' integrated with restored areas
- Creekside owners concerned about views and creek access points

Lower Creek Edge & Floodplain

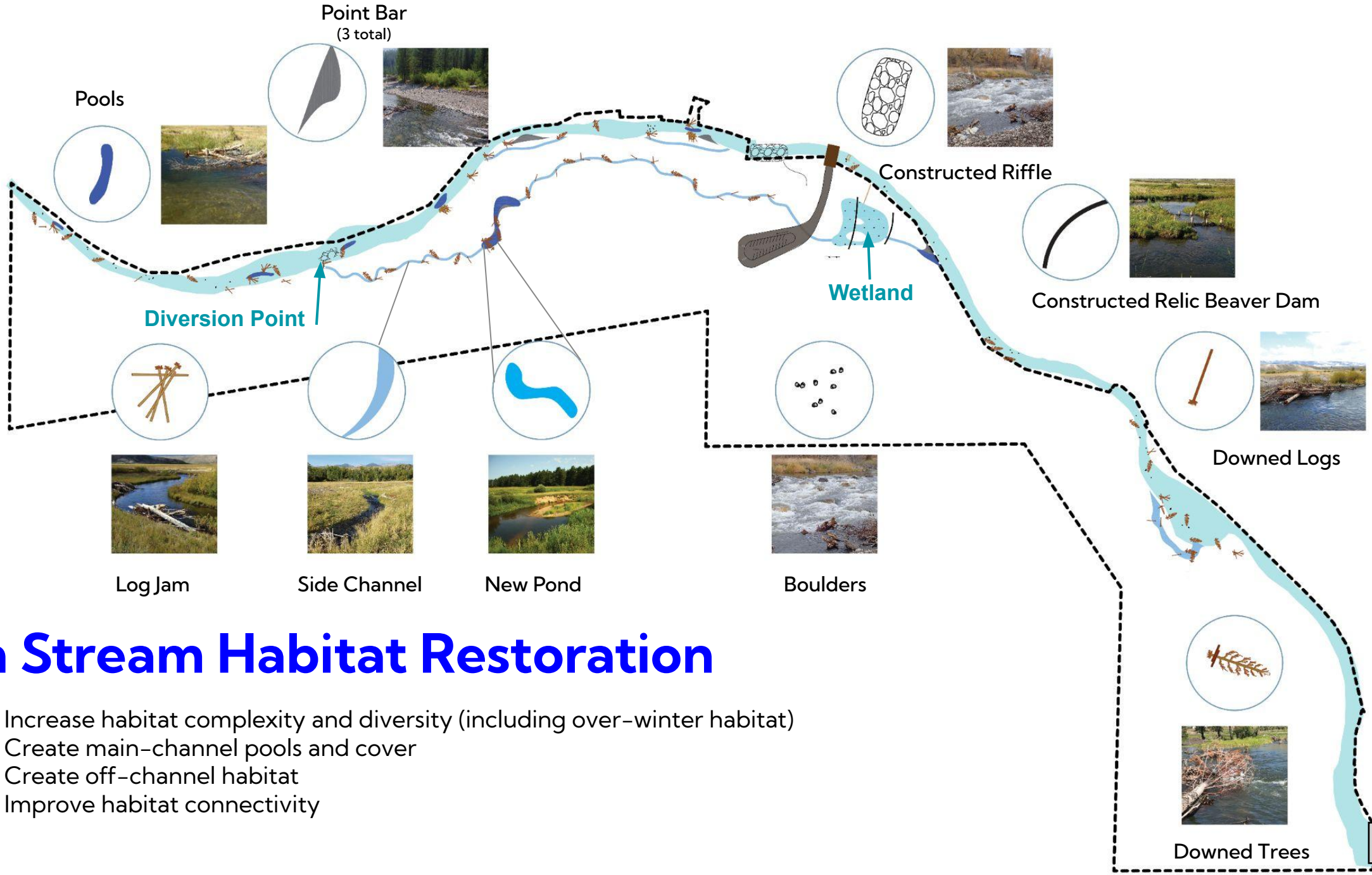
Your Responses to the November Survey
How On Track Was the Previous Design for this Opportunity Area?

NOVEMBER FEEDBACK

- Habitat enhancement and protecting existing ecosystems is important
- Extensive support for creek restoration and the integration of native species
- Consider subtle 'nature play' integrated with restored areas
- Creekside owners concerned about views and creek access points

Why Stream Restoration?

- Logistical
- Ecological



In Stream Habitat Restoration

- Increase habitat complexity and diversity (including over-winter habitat)
- Create main-channel pools and cover
- Create off-channel habitat
- Improve habitat connectivity

Floodplain Restoration

Win – Win

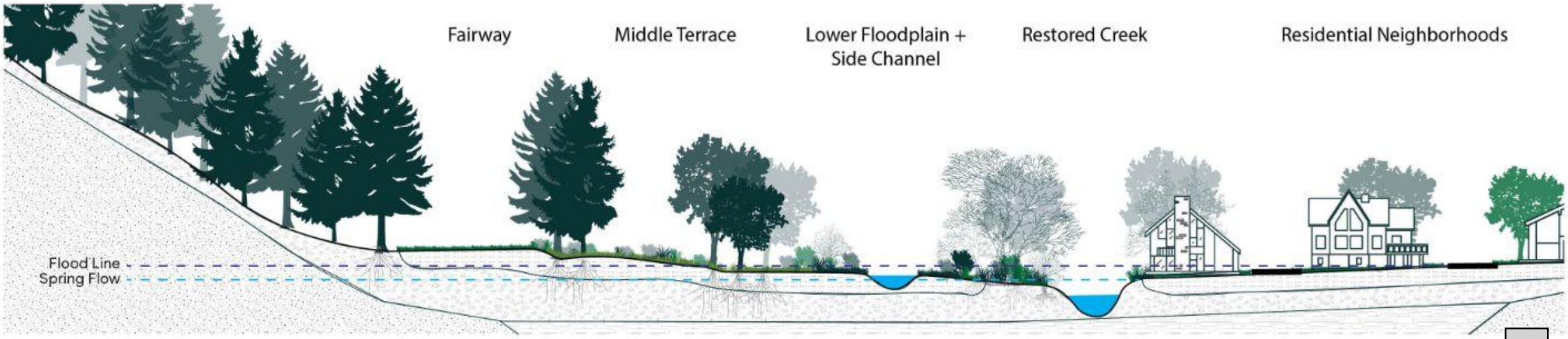
- Reduce flood water depth & velocity
- Reduce irrigation water need
- Provide space for flood water and sediment storage
- Improve riparian habitat quality and quantity
- Greater habitat and ecological diversity
- Increased nutrient cycling
- Create off-channel habitat

Riparian Fire Buffer

Floodplain Section

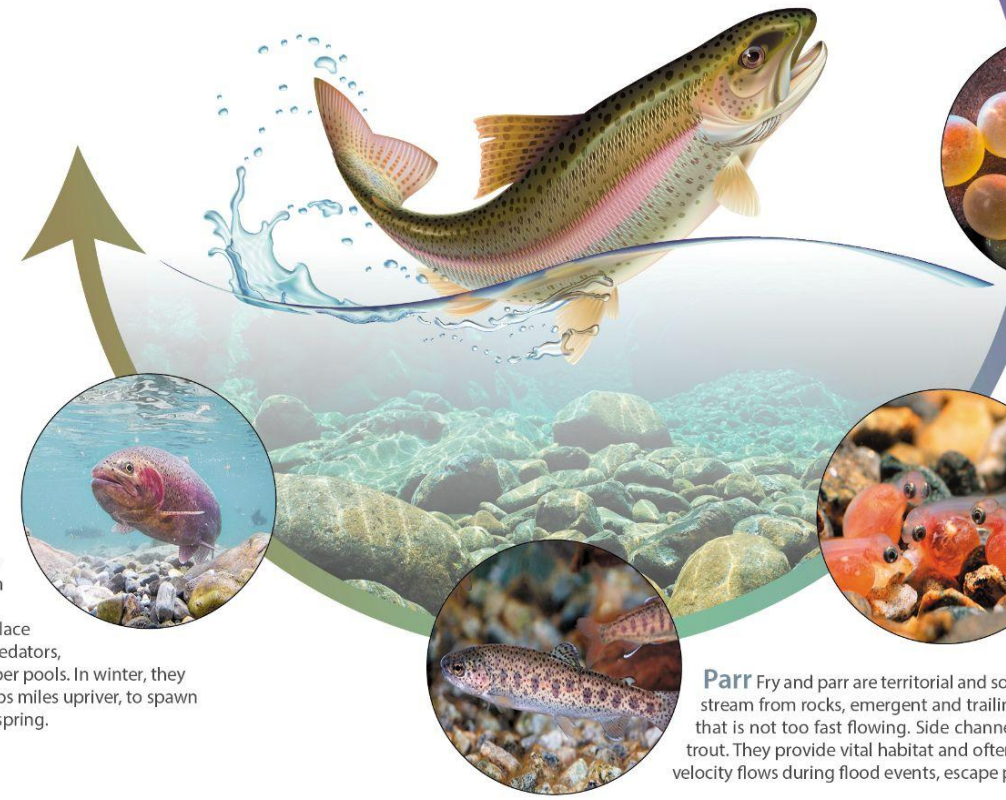
Future / Post-Restoration

The restoration would reverse the bad land use practices of the past to the greatest extent possible while maintaining access to the Preserve. Creek restoration would add channel complexity and reverse the creek from a single-channel form back to a multi-channel form. The middle terrace will resemble a landscape that is outside of the floodplain with native meadow plant species. The Upper Fairway would be unchanged.



Trout Life Stages and Preferred Habitat

Trout need cool, clear water and plenty of food to eat. They also need cover from predators and room to travel upstream and down at different times of the year when feeding, overwintering and spawning.



Spawning Female trout dig a nest or redd in clean gravel shallows. As she releases her eggs, they are fertilized by the male and then covered with gravel. The gravels must be 10-40mm in size, loose and free of silt with plenty of oxygen rich water flowing through them. Spawning occurs in the spring.

Eggs At 2-5mm in diameter, eggs incubate in clean gravels and hatch into alevins. Female rainbow trout usually produce 2000 to 3000 eggs. The eggs usually hatch in about four to seven weeks, depending on stream temperature.

Alevins Newly hatched trout are called sac fry or alevin. Alevins stay in the gravel, living off the yolk sac. In approximately two weeks, the yolk sac is completely consumed, and fry commence feeding mainly on zooplankton. They then emerge as fry, set up territories and grow into parr. Alevins develop into parr in early summer, depnding on stream conditions.

Parr Fry and parr are territorial and solitary. They need plenty of cover in the stream from rocks, emergent and trailing bankside plants, and shallow water that is not too fast flowing. Side channels are incredibly important for native trout. They provide vital habitat and often allow these juveniles to escape high velocity flows during flood events, escape predators and offer a food resource.

Adults
Adult trout have a territory that gives them a good supply of food and a place to hide from predators, preferring deeper pools. In winter, they migrate, perhaps miles upriver, to spawn in early to late spring.

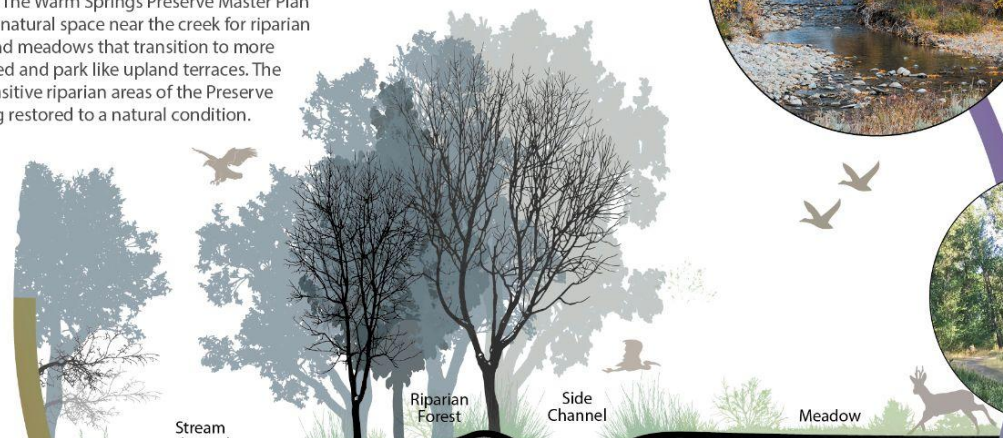
Insects + Plants = Fish Food
Aquatic invertebrates like insects, are integral to the trout food web. Insects feed on aquatic plants, decaying matter and microscopic animals. In turn, they become food for fish.

Riparian Vegetation
Riparian vegetation helps stabilize banks while providing shade and cover for fish. Juvenile fish need slow water and cover generally near the bank and in side channels.

Deep Pools and Cover
Adult fish need deep pools and cover often associated with in-stream wood and boulders.

Riparian Stream Edge

Riparian zones are the areas bordering the stream channel and provide many environmental and recreational benefits. The Warm Springs Preserve Master Plan includes natural space near the creek for riparian forest, and meadows that transition to more manicured and park like upland terraces. The most sensitive riparian areas of the Preserve are being restored to a natural condition.



Cottonwod - Willow Riparian Forest

This community occurs at low elevations, along the stream channel, where the water table is high and/or there is year-round water flow. Frequent spring flows provide areas of scour and sedimentation within the channel; this dynamic hydrologic regime contributes to the habitat's structural diversity and high wildlife value.

Botanical Resources

Vegetation within this community is predominantly composed of deciduous species. The tall riparian trees and dense understory result in almost full canopy cover. Typical tree species include cottonwood, willow, bittercherry, rosewood, dogwood, herbaceous shrubs and grasses.

Wildlife Resources

This habitat type is noted for its very high bird species diversity and abundance. Deciduous trees and shrubs are used by nesting migrants for foraging during migration. Mature trees provide numerous cavities for cavity-dependent wildlife such as woodpeckers. Tall trees are used by nesting raptors; stream banks provide nesting for belted kingfishers. A variety of mammals utilize the dense forest for cover, shade and food.

Fisheries Resources

Vegetation rooted at the water's edge provides cover, shade and food for fish. This is especially critical along intermittent streams where remnant summer pools provide refugia for fish. Large wood embedded in the stream bank provides cover and refuge for fish.

Side Channels

Side channel habitats (built specifically for aquatic species and juvenile fish) and riparian habitat are small watered remnants of major river meanders across the floodplain. On the Preserve these sites are constructed channels connecting ponds built specifically for aquatic habitat. These areas provide off-channel habitat for aquatic species and riparian habitat for terrestrial species and increases the diversity of habitat available within the stream corridor.

Dynamic + Continually Changing

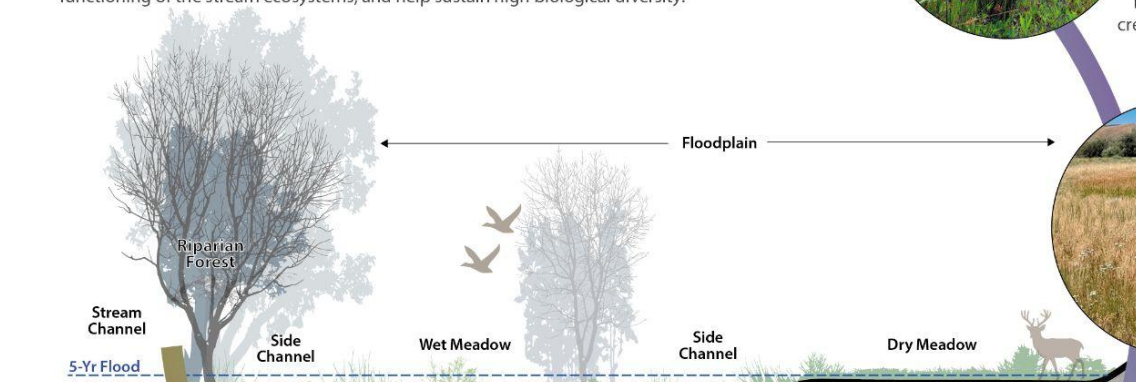
Riparian forests grow within an alluvial environment that is continually changing due to the ebb and flow of the stream. Riparian vegetation is constantly being reset by flooding disturbance.

Mature cottonwood stands do not regenerate in place, but regenerate by "moving" up and down a river reach. Over time, a healthy riparian area supports all stages of cottonwood communities.

Periodic flooding events are needed for Cottonwood seedlings to germinate and become established on newly-deposited, moist sand and gravel bars. This cottonwood community can grow into a mature riparian forest.

Floodplain

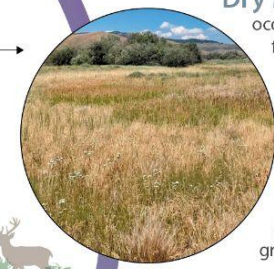
Streams and rivers are much wider than the channels we associate them with. The areas next to streams, which are only covered by water during floods, are also part of the river system. Known as floodplains, in their natural condition they are an important ecological part of the landscape. The floodplain in the Preserve is made up of mesic (wet) and xeric (dry) meadows. Floodplains filter and store water, secure both natural flood protection and the healthy functioning of the stream ecosystems, and help sustain high biological diversity.



Wet Meadow/Wetland

The elevation of the wet meadow or wetland is generally lower and more connected to the hydrology of Warm Springs Creek than portions of the dry meadow. Wet meadow habitats effectively provide drought insurance as land at higher elevations warms due to seasonal or other changes. Wet meadows may include some trees and larger shrubs. The Warm Springs Preserve wet meadow is intended to emulate a beaver wetland; beaver often create or influence wet meadows.

Dry Meadow



Dry meadows occur almost exclusively within the flat surfaces of the project area that are at a higher elevation then the wet meadow and are disconnected from the annual hydrology of Warm Springs Creek. The dry meadow character zone is arid and mixed with some native upland shrub species, wildflowers, and grasses and relatively few trees.

Wildlife Resources

Floodplains provide essential habitat for wildlife. Floodplains are an important source of nutrients and provide multiple habitat niches. A new floodplain will provide off-channel habitat for aquatic species and riparian habitat for terrestrial species.

Disconnected Floodplain

Floodplains store water and dissipate flood energy from the stream. On the Warm Springs Preserve large portions of the floodplain were filled in to create the old golf course. Currently the 100-year flood is largely contained within the channel resulting in deep, high-velocity water increasing erosion and flood risk, and limiting the plant types and diversity that could be found in a healthy, functioning floodplain.

Floodplain Function

Excavation of a new floodplain in the Preserve will reduce the erosive force of the stream and lower the risk of flood damage to neighboring homes and lands. A new floodplain will include side channels, a pond, and a wetland, all surrounded by native riparian vegetation. Semi-annual flooding of the land areas helps to support a diverse array of plant species.

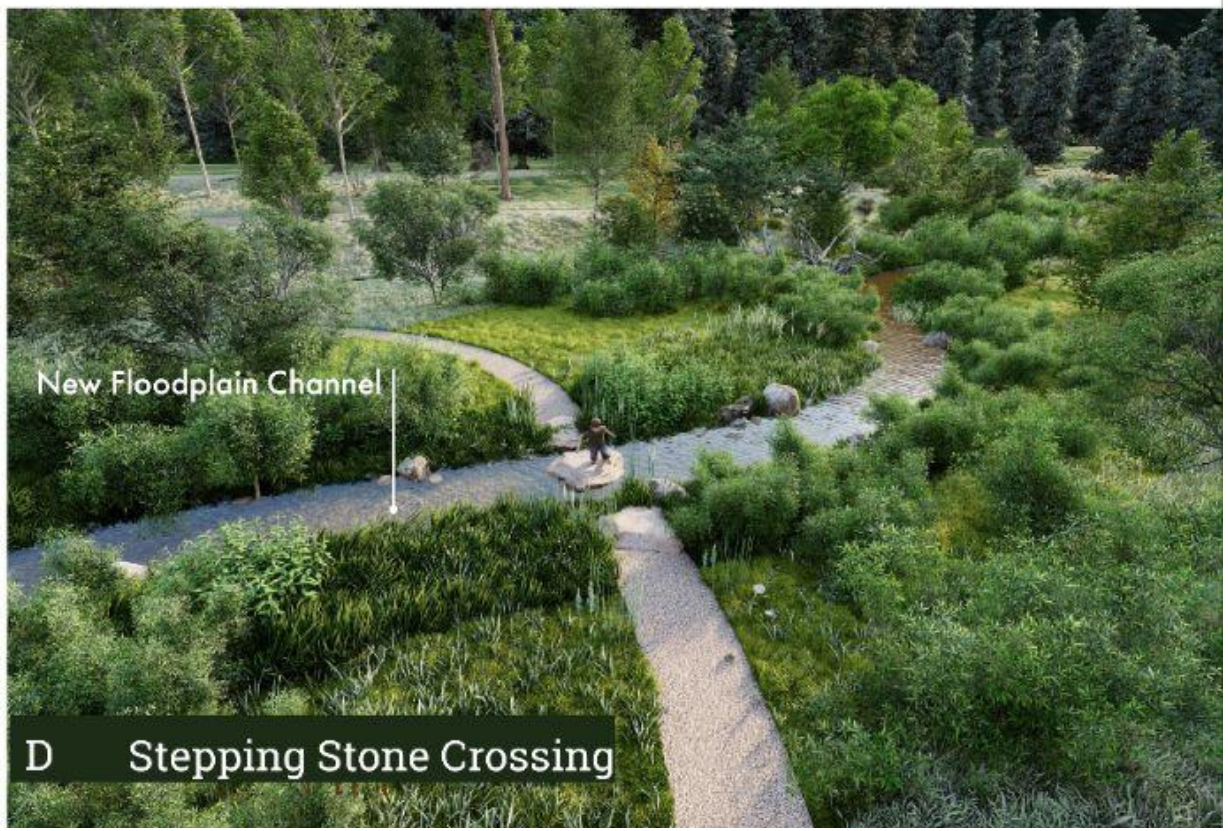
Connected Stream Floodplains

The importance of the hydrologic and ecological functions of floodplains is well understood and there are many benefits to restoring connectivity of floodplains so that they actively flood. This not only supports native riparian and aquatic species, but it also accommodates floodwaters, thereby reducing flood peaks downstream. The Warms Spring Preserve plan recognizes the ecological benefits of floodplain inundation and is planned in a way to provide multiple benefits, such as combining flood risk reduction, ecosystem restoration, and adaptability to climate change. The plan highlights the challenges, opportunities and the many benefits of a reconnected floodplain that include habitat for fish and wildlife, groundwater recharge, carbon sequestration, open space and recreation.

Overall View of Restored Floodplain

F New Pond & Gravel Beach

C
Footbridge


New Floodplain Channel
D
Stepping Stone Crossing

Potential Location for Public Art

Wetland Overlook

Overflow Culvert

RIDGE TRAIL TO SOUTHERN FLOODPLAIN

Beaver Dam Relic

I Beaver Dam Relic Wetland

Natural Beaver Dam, made from rock, soil and willow branches

J Beaver Dam Relic Wetland

Interpretive Sign
Restored Floodplain Beyond
Log and Boulder Seating
Creek Access at Gravel Point Bar
H Point Bar Creek Access Point

Southern Floodplain

Existing Condition

Southern Floodplain

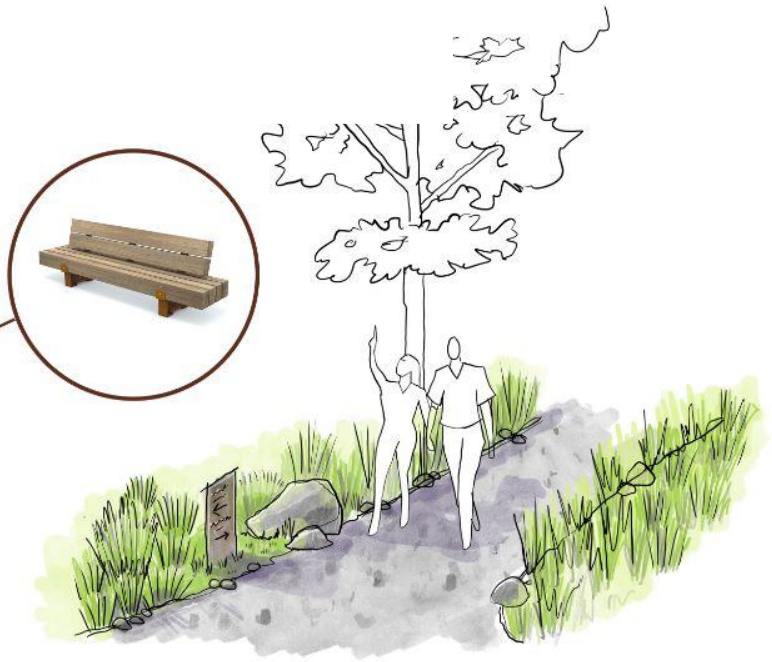
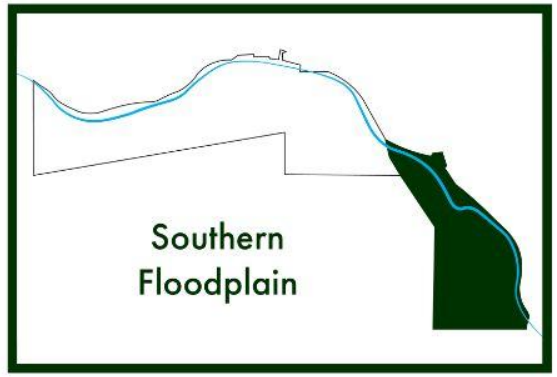


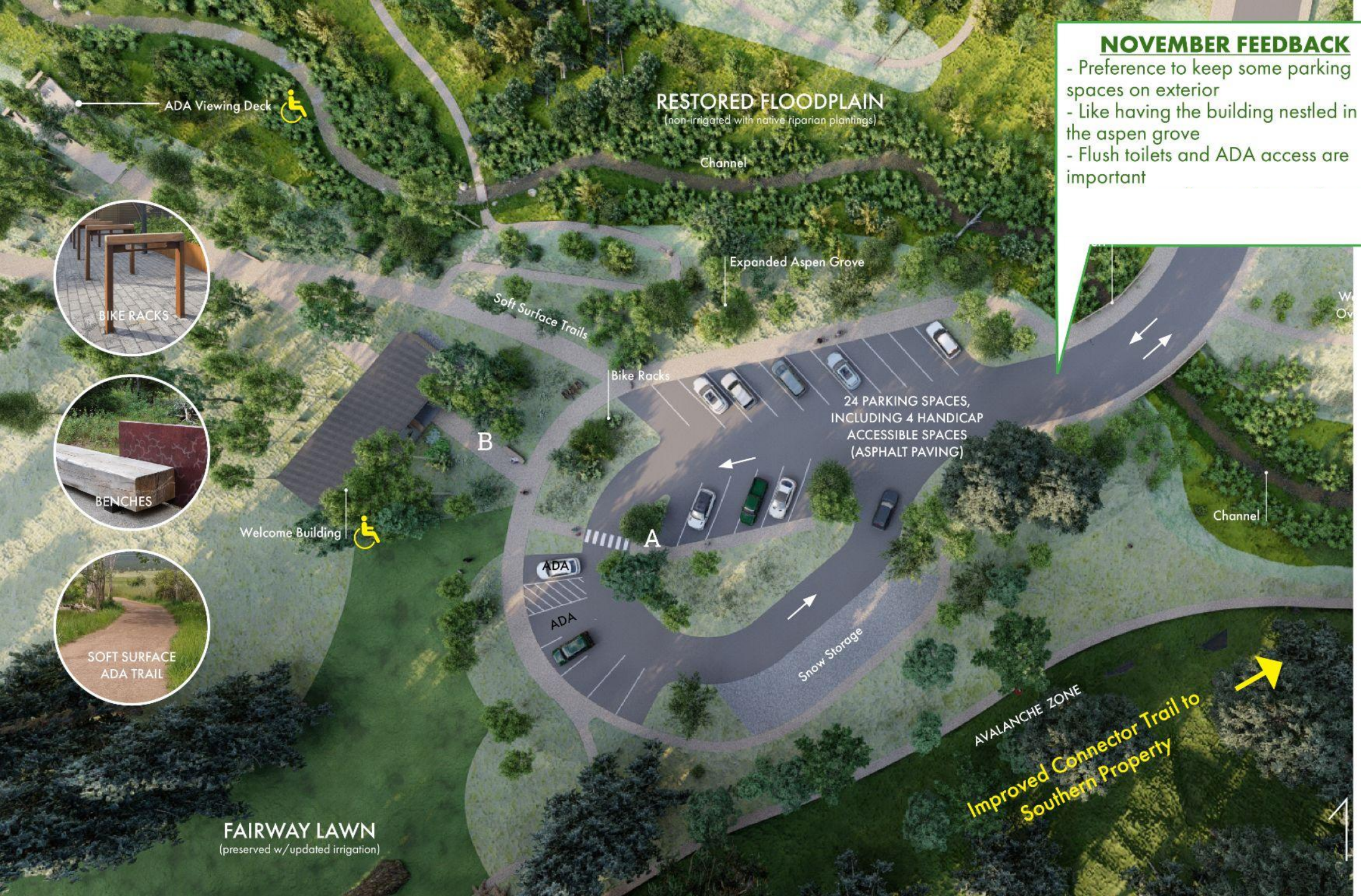
Illustration of Proposed Soft Surface Path through Existing Native Landscape



NOVEMBER FEEDBACK

- Desire to keep the southern property as natural and untouched as possible
- Excited about the expansion and making access easier and safer
- Some want to restrict access to minimize impacts

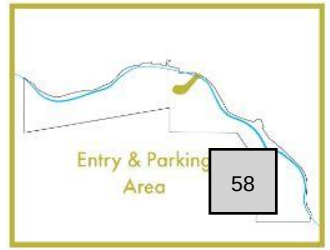
Your Responses to the November Survey
How On Track Was the Previous Design for this Opportunity Area?



NOVEMBER FEEDBACK

- Preference to keep some parking spaces on exterior
- Like having the building nestled in the aspen grove
- Flush toilets and ADA access are important

Your Responses to the November Survey. How On Track Was the Previous Design for this Opportunity Area?



Parking Updates

- ENHANCE PARKING TO REDUCE MAINTENANCE
- PROVIDE YEAR ROUND RESTROOMS AND STORAGE FOR MAINTENANCE
- CENTRALIZE THE DONOR CELEBRATION WALL AND TRAIL MAP
- PROVIDE AN ADA ACCESSIBLE ROUTE AND TRAIL LOOP AT THE PRESERVE

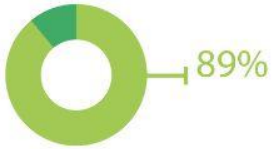
Welcome Building | Entry

Welcome Building

E ADA Floodplain Viewing Deck

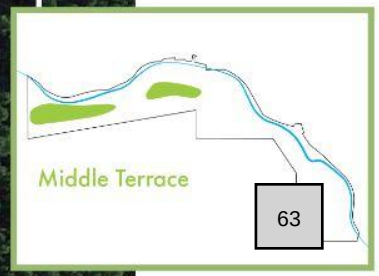
Middle Terrace

Your Responses to the November Survey
How On Track Was the Previous Design for this Opportunity Area?



NOVEMBER FEEDBACK

- Excited about native species, restoration and increased biodiversity
- Want to ensure success of native meadow restoration while keeping water use low
- Concern for dog waste in non-lawn areas



Native Meadow Restoration
Soft Surface Pathways

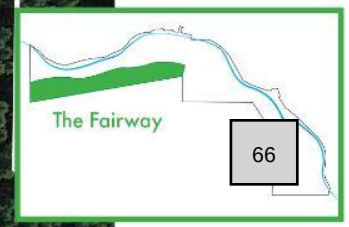
Picnic Area
Native Wildflower
Understory

Fairway

Your Responses to the November Survey
How On Track Was the Previous Design for this Opportunity Area?

NOVEMBER FEEDBACK

- Preserve and enhance the Fairway
- Reduce irrigation use for lawn
- Park management issues and maintenance
- Manage relationship between people, dogs, wildlife
- Include disc golf in master plan
- Excited about nordic skiing trails in the winter



Donor Benches

Other Amenities

Bear Proof Waste

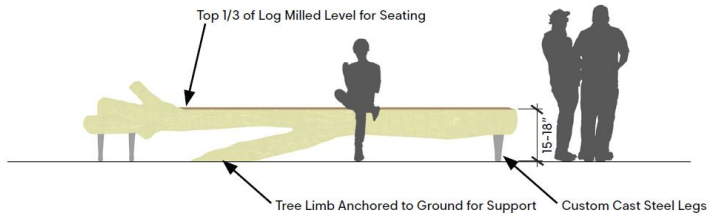
Dog Station

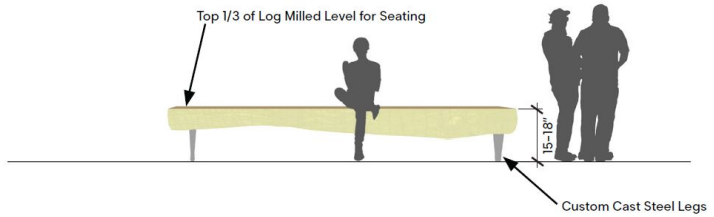
Disc Golf Basket

Donor Benches @ The Fairway

Manufacturer: Streetlife

Floodplain & Overlook Benches



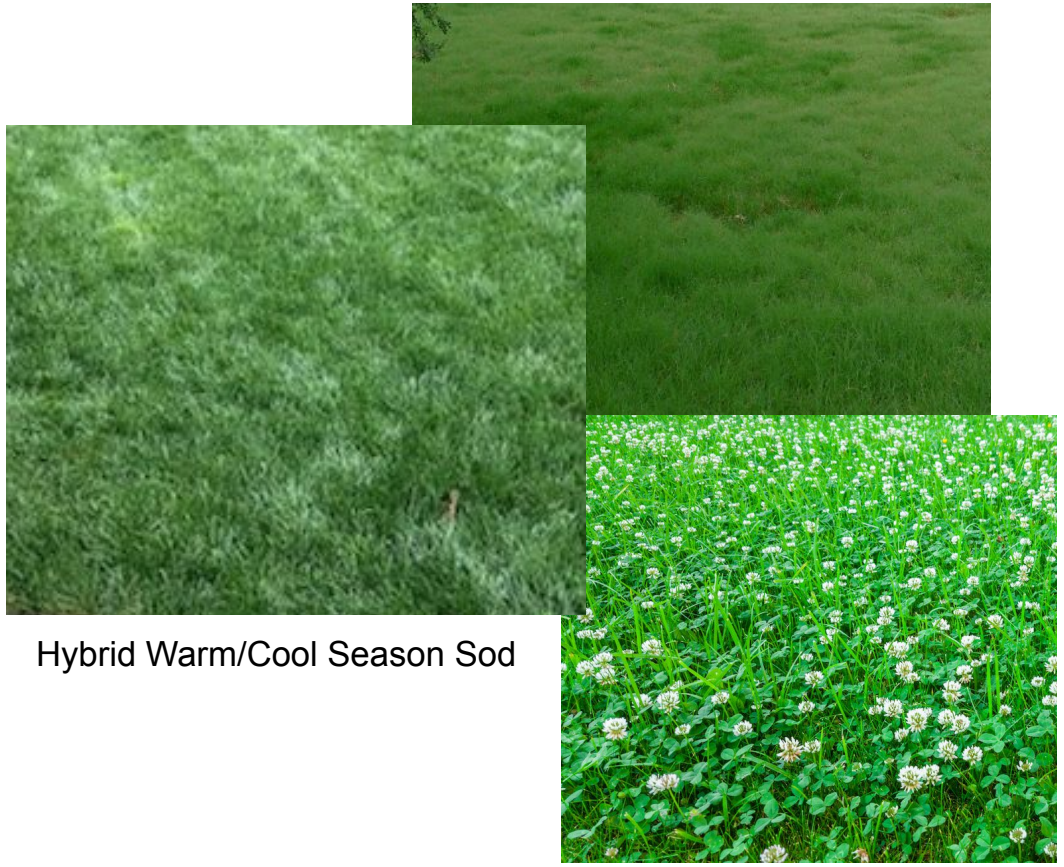


Benches

WARM SPRINGS PRESERVE TRAIL MAP

Existing Fairway Lawn

Native Short Grass Seed Mix Alternative



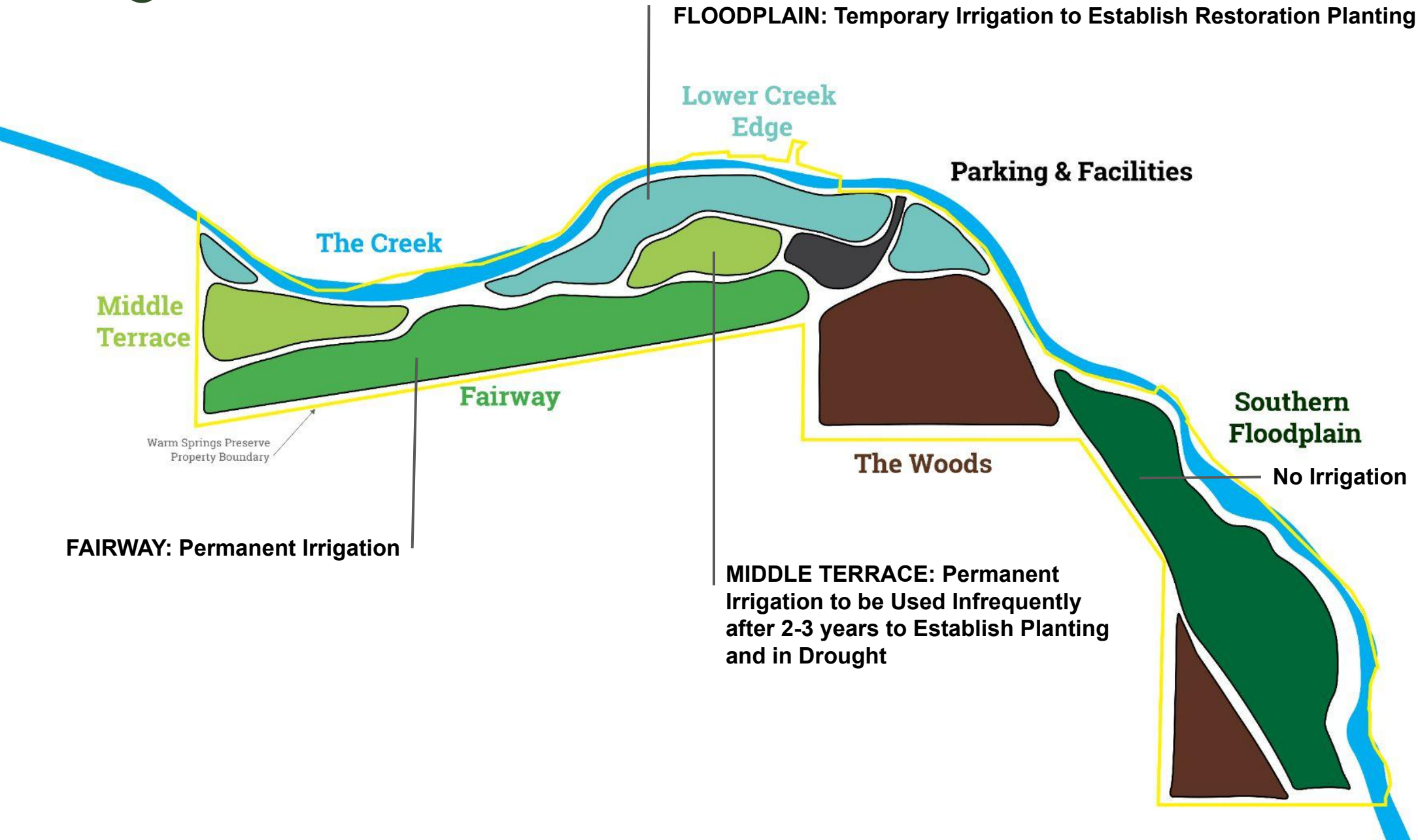
Hybrid Warm/Cool Season Sod

Clover Grass Blend

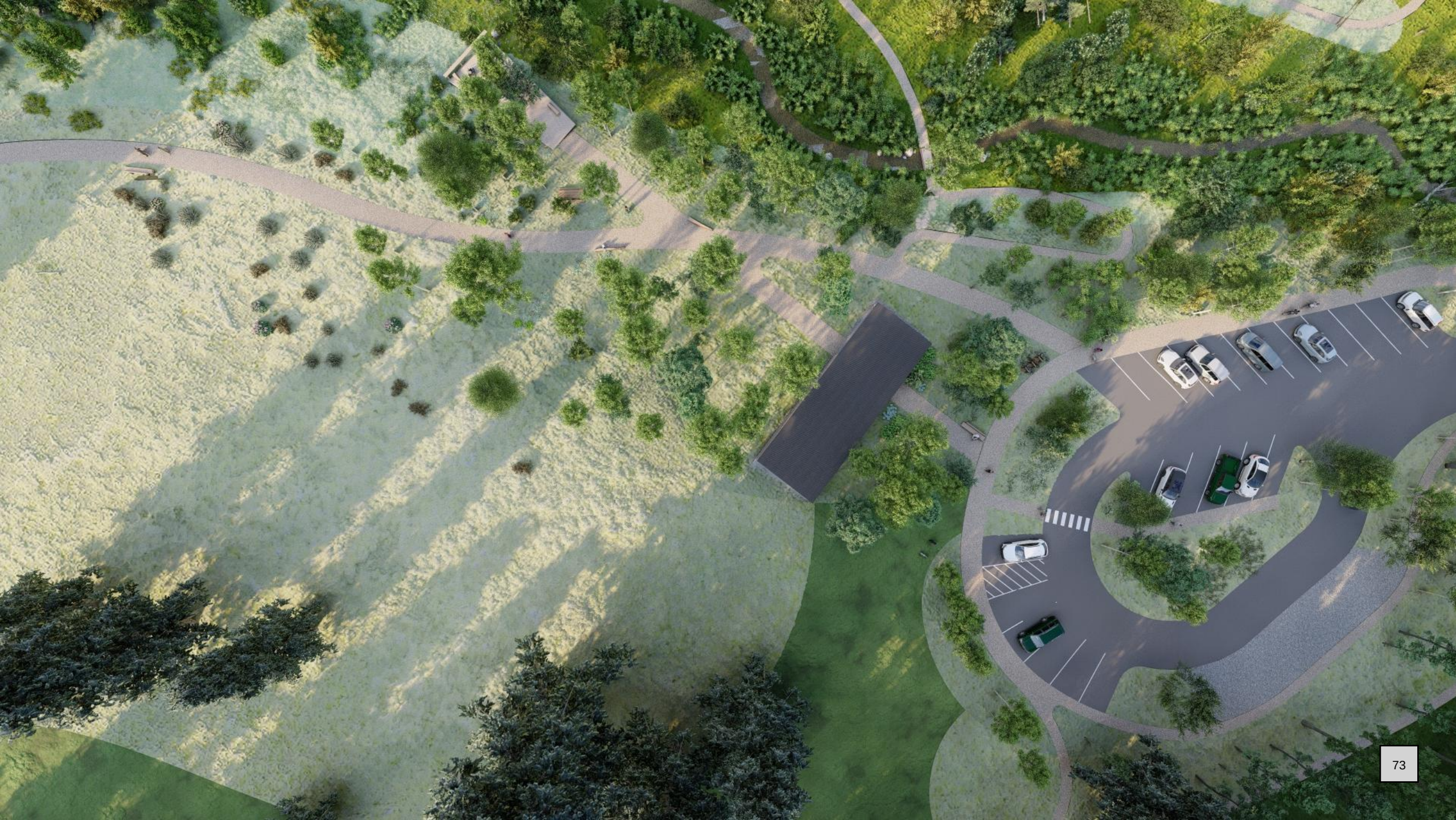
Potential Fairway Replacement

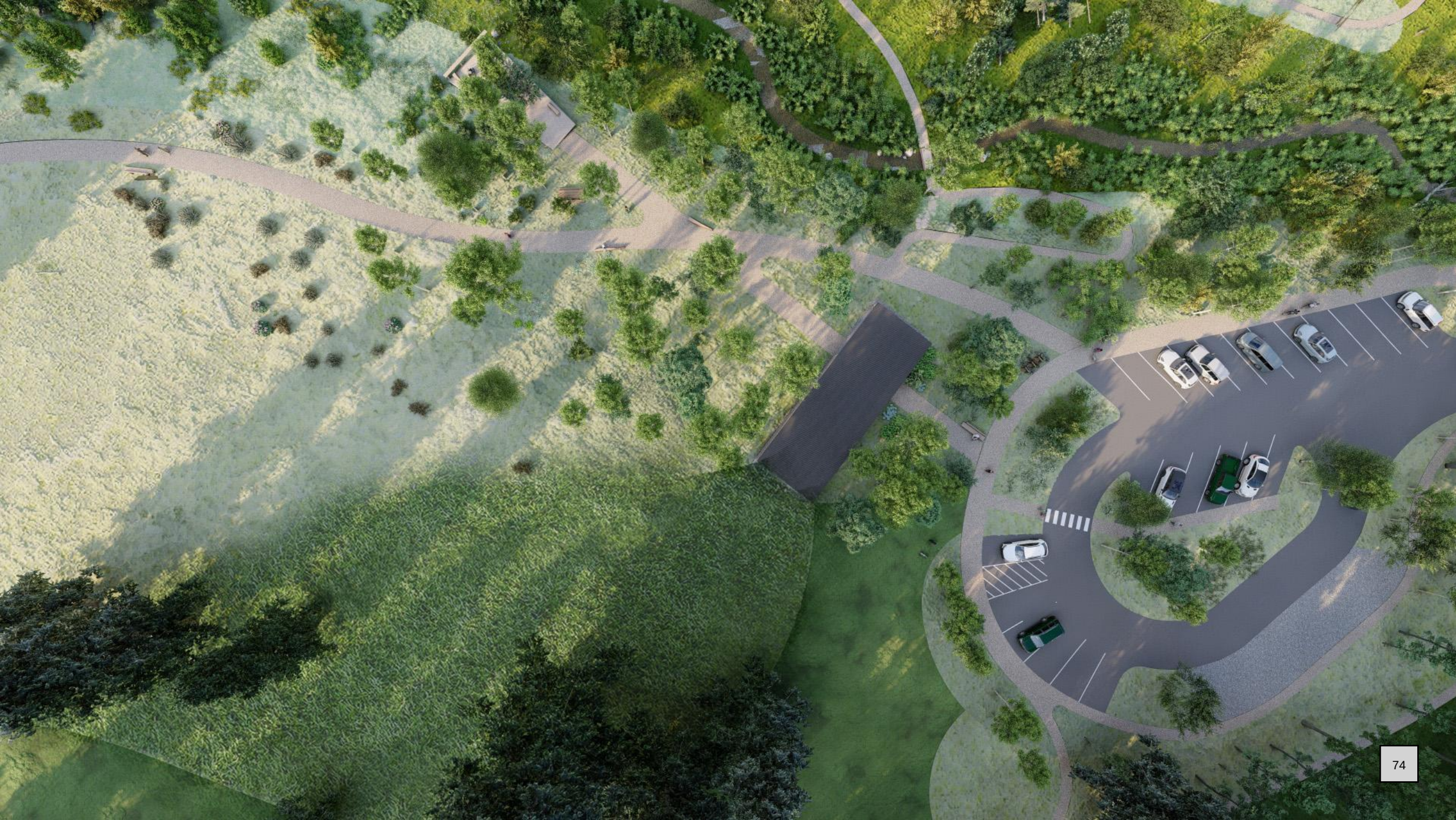
TBD Cost/Timeline

Irrigation Zones



Overall Site Plan





3

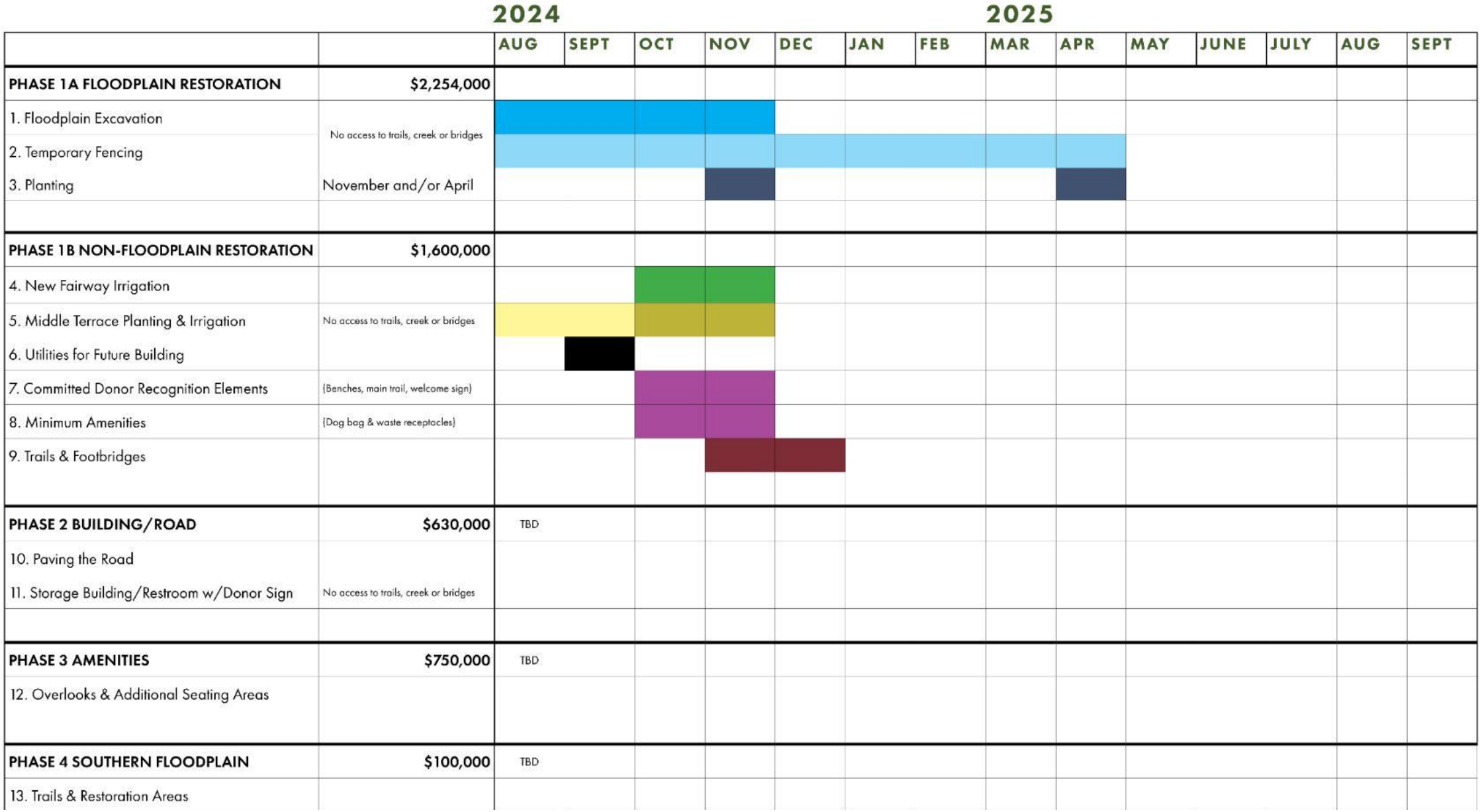
Construction Phasing

The design process, permitting & implementation of the project

WARM SPRINGS PRESERVE

Draft Construction Phasing Class 3 Estimate -20% to +30%

Date: February 06, 2023



			2024							2025							
			AUG	SEPT	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUNE	JULY	AUG	SEPT
1 A	**PHASE 1A FLOODPLAIN RESTORATION**	**$2,254,000**														
	1. Floodplain Excavation	No access to trails, creek or bridges														
	2. Temporary Fencing															
	3. Planting	November and/or April														
1 B	**PHASE 1B NON-FLOODPLAIN RESTORATION**	**$1,600,000**														
	4. New Fairway Irrigation															
	5. Middle Terrace Planting & Irrigation	No access to trails, creek or bridges														
	6. Utilities for Future Building															
	7. Committed Donor Recognition Elements	(Benches, main trail, welcome sign)														
	8. Minimum Amenities	(Dog bag & waste receptacles)														
	9. Trails & Footbridges															
2	**PHASE 2 BUILDING/ROAD**	**$630,000**	TBD													
	10. Paving the Road															
	11. Storage Building/Restroom w/Donor Sign	No access to trails, creek or bridges														
3	**PHASE 3 AMENITIES**	**$750,000**	TBD													
	12. Overlooks & Additional Seating Areas															
4	**PHASE 4 SOUTHERN FLOODPLAIN**	**$100,000**	TBD													
	13. Trails & Restoration Areas															

Example Construction Image

Catherine Creek (tributary to Grande Ronde River)

- During Construction

Overall Site Plan

Ecosystem Sciences

Ecosystem Sciences | 202 N 9th Street, Suite 400 Boise, ID 83702 | Phone 208.383.0226 | Fax 208.368.0184 | ecosystemsciences.com

MEMORANDUM

TO: Rob Richardson, Rio ASE

FROM: Zach Hill, Ecosystem Sciences

DATE: February 7, 2023

SUBJECT: **Warm Springs Preserve Plan**

Narrative Guide for Natural Areas Character Zones, Plant Communities, Biogeography, Soils Planning, Invasive and Noxious Weed Abatement, and Construction Precautions

The vision for the Warm Spring Preserve is a renewed landscape for the well-known streamside park within the Wood River Valley. The expectation is that the designed landscape will not only be beautiful and functional, but also sustainable. For the Preserve landscape to perform as expected, it is important to specify a set of ecological conditions that are appropriate for the site. A key ecological consideration in the design includes a plant community plan for each of the natural area character zones, a soil plan, and a weed abatement plan. This memorandum describes some of the ecological considerations for each of these individual plans as a supplement to the design process as it moves toward implementation.

1. Natural Area Character Zones and Plant Communities Guide

A primary component of an ecologically based landscape palette is the native plant communities that are naturally found within an area. Non-native plants, which are introduced from other regions of the United States or parts of the world, are often opportunistic and displace native plant species. The native plants that have evolved within the Wood River Valley over the course of hundreds of thousands of years are adapted to the local soils and climate conditions.

Native plants offer aesthetic and ecological benefits for landscapes. They are crucial to restoring local ecosystems, increasing biodiversity, and providing ideal habitat for wildlife. Native wildlife species have evolved alongside the native plants in this region, using them as food, shelter, and a place to raise their young. They are the foundation of local food webs, giving insects, birds, and other wildlife what they need to survive. Through supporting local food webs, native plant species support local ecosystems more effectively than non-native plant species. From perennial wildflowers to berry-producing shrubs and trees, many native plants are beautiful and functional choices that provide the aesthetic benefits in addition to ecosystem function. Native plants are often hardier and more resistant to disease than their non-native counterparts. With more extensive root systems, native plants typically filter stormwater and greywater more effectively than non-native plants. And once established, native plants are low maintenance and require minimal irrigation.

Big Picture Feedback from November

RESTORATION
Extensive support for creek restoration, native plant species, reduced irrigation

Reduced area of floodplain and increased area of the Fairway.

HOMEOWNERS
Reduced the number of creek access points
Increased vegetation and decreased size of gravel point bars point due to concerns from creek homeowners about their property & view

SOUTHERN PROPERTY
Excitement for the expansion
Reduced amenities and trails in the Southern Floodplain

ACCESS
Added potential access points
Prioritized ADA access improvements

PARKING
Revised parking design based on feedback

DOGS
Created safe access and water features designed for dog safety and play.
Added wetland feature downstream to manage pollution and improve habitat

ACTIVITIES
Enthusiasm for nordic skiing, bike racks, and maintaining disc golf

MIDDLE TERRACE
More terraced, smaller meadow

HARDSCAPE/IMPROVEMENTS
Preserve the open space with minimal hardscape & built improvements, pave parking lot

FACILITIES
flush toilets, ADA and HC are important

Public Open House #3
February 13, 2023

Most people are in general alignment with the big picture, overall vision and master plan. Some people have individual nuanced concerns, thematically grouped below.

Online survey launches tomorrow.

FAIRWAY ACCESS
Proximity of lawn to the parking lot & potential to expand fairway at most accessible point

SOUTHERN FLOODPLAIN
Trails and amenities (too many/too few?)

RIPARIAN SENSITIVITY
How to protect restored, sensitive habitat?

PHASING
Continued thought on reasonable phased approach

PRIVACY
Adjacent property owners express privacy concerns

DOG PARK v NATURE PRESERVE
What will management of dogs be at the site?
How does management affect ability to apply for grant funding?

Timeline

What is next?

Feb/March 2023

Final Master Plan Review

Incorporate comments from Council/P&Z, Final revisions, compilation in report for approval.

Feb-May 2023

Phasing & Funding Planning

Conversations with current and potential donors & exploration of Federal & State Grant Opportunities to determine the phasing of the master plan.

Summer 2023

Start Technical & Permitting Drawings

Design team will refine design and submit for required approvals, and prepare construction ready drawing.

2024

Construction Begins

Shovels in the ground!

Public Comment

Question for Council

Next Steps

The design process, permitting & implementation of the project

Master Plan Process

Warm Springs Preserve

Master Plan Vision

1. **Fairway** - 9 acres
2. **Middle Terrace** - 4 acres
3. **Lower Creek Edge** - 9 acres
4. **Southern Floodplain** - 14.5 acres
5. **The Woods** - 22 acres
6. **The Creek** - 5.5 acres
7. **Improved Parking & Facilities** - 1 acre

- ADA Trails & Parking
- Bench
- Picnic Table
- Creek Access
- Public Toilets
- Water & Pet Fountain
- Disc Golf Start

Winter Trails

Multi-Use Winter Trails — Classic Cross Country Track

February 2023

Project Partners

City of Ketchum

Wood River Land Trust

Friends of Warm Springs Preserve Committee

Design Team

Superbloom
Team Lead, Community Engagement, Landscape Architecture

Rio Applied Science & Engineering
Engineering, Geomorphology, Hydrology

Ecosystem Sciences
Ecological Systems

WARM SPRINGS PRESERVE

Master Plan Process

Vision

2022

Discovery Phase

JUNE

Community Celebration!

JULY

Design Team Site Visit

JULY/AUG

Community Survey

Public Meetings

2022

Community Engagement & Master Planning

Public Open House
Sept 12

Joint Council/P&Z Meeting
Sept 13

Public Open House
Nov 14

Joint Council/P&Z Meeting
Nov 15

SEPT

Touch Point #1
The Big Picture & Key Project Principles

- Gather & Synthesize Community, Stakeholder and Client Input
- Restoration Data Gathering & Analysis
- Define Project Principles, Goals & Objectives & Refine Program

OCT/NOV

Touch Point #2
Design Concepts & Detailed Feedback

- Conceptual/Draft Plan w/options & Concept Sketches
- 3D Modeling (for Visuals & Hydrology)
- Precedent Imagery & Area Zoom ins

DEC/JAN/FEB

Touch Point #3
Vision Plan!

- Final Illustrative Plan & Graphics
- Synthesized Vision & High Level Budget
- Proposed Hydraulic Model

Design + Planning

WE ARE HERE!
February 13 Public Open House
February 14 Joint Council/P&Z Meeting

2023

Construction Documentation & Permitting Phase

Schematic Design
30% Construction Drawings
2 months

Permit Set
60% Construction Drawings
2-4 months

Permitting
2-4 months

Construction Drawings
100% Construction Drawings
3-6 months

Action

2024

Construction Starts!

Project Partners

City of Ketchum

Wood River Land Trust

Friends of Warm Springs Preserve Committee

Design Team

Superbloom
Team Lead, Community Engagement, Landscape Architecture

Rio Applied Science & Engineering
Engineering, Geomorphology, Hydrology

Ecosystem Sciences
Ecological Systems

10
public meetings
(from Sept. - Feb.)

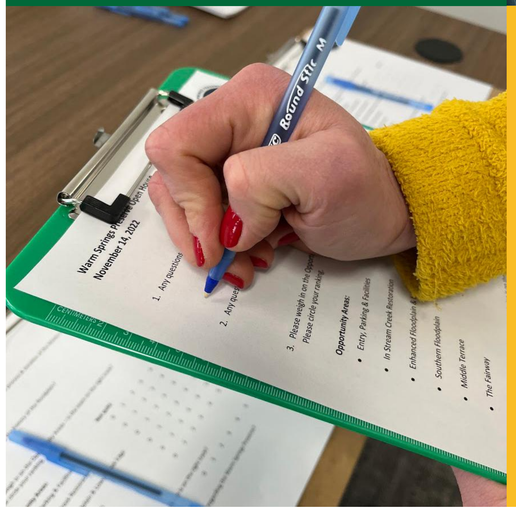
$7-$1M
donation value
range

$9.5M+
donations raised
thus far

"I really appreciate how much community feedback is incorporated into the plan!"

"Thank you for taking community feedback - excited for it to begin!"

900+
donors



329
online + in-person
survey results

200+
estimated average
daily visitors today

WARM SPRINGS PRESERVE

Draft Construction Phasing Class 3 Estimate -20% to +30%

Date: February 06, 2023

			2024							2025					
			AUG	SEPT	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUNE	JULY	AUG	SEPT
1A	**PHASE 1A FLOODPLAIN RESTORATION**	**$2,254,000**														
	1. Floodplain Excavation	No access to trails, creek or bridges														
	2. Temporary Fencing															
	3. Planting	November and/or April														
1B	**PHASE 1B NON-FLOODPLAIN RESTORATION**	**$1,600,000**														
	4. New Fairway Irrigation															
	5. Middle Terrace Planting & Irrigation	No access to trails, creek or bridges														
	6. Utilities for Future Building															
	7. Committed Donor Recognition Elements	(Benches, main trail, welcome sign)														
	8. Minimum Amenities	(Dog bag & waste receptacles)														
	9. Trails & Footbridges															
2	**PHASE 2 BUILDING/ROAD**	**$630,000**	TBD													
	10. Paving the Road															
	11. Storage Building/Restroom w/Donor Sign	No access to trails, creek or bridges														
3	**PHASE 3 AMENITIES**	**$750,000**	TBD													
	12. Overlooks & Additional Seating Areas															
4	**PHASE 4 SOUTHERN FLOODPLAIN**	**$100,000**	TBD													
	13. Trails & Restoration Areas															

Notes

1. All estimated item costs include full compensation for all materials, labor, equipment, and all appurtenances unless noted or itemized separately.
2. Class 3 estimates are generally prepared to form the basis for budget authorization, appropriation, and/or funding. As such, they typically form the initial control estimate against which all actual costs and resources will be monitored. Typically, engineering is from 10 to 40 percent complete. Class 3 estimates usually involve more deterministic estimating methods and usually involve high degree of unit cost line items, although these may be at an assembly level of detail rather than individual components.
3. The total construction cost excludes permitting, permit costs, and engineering support during construction (bid support, pre-bid and pre-construction meetings, and construction observation and inspections by engineering staff during construction).

Warm Springs Road

Bald Mountain Road

Warm Springs Creek

Warm Springs Creek

TRAIL MAP LEGEND

- Improved Disc Golf Starting Point (final locations and quantities to be determined in future phase)
- Bench
- Picnic Table
- Bathroom Facility
- Drinking Fountain
- Trail
- Waste Bins
- Point Bar
- Accessible Creek Crossing
- Parking Lot
- View Deck

WARM SPRINGS PRESERVE TRAIL MAP

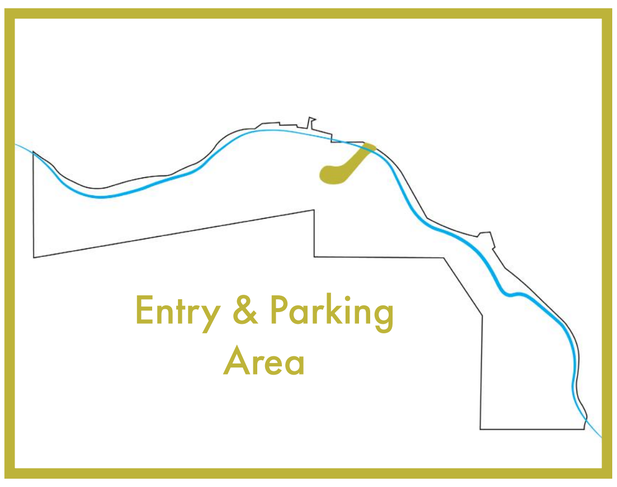
Opportunity Area

Entry, Parking & Facilities

What's planned:

To improve the existing parking area and reduce maintenance, the design proposes to pave the parking lot; adjust its shape to increase efficiency; provide handicap accessible spaces.

- Two (2) year-round public toilets
- 1,000 sq. ft. (max) storage building for maintenance equipment
- Donor Recognition Wall ($1,000+)
- History and Preserve Map
- Bike Racks
- Leash Hook Board



NOVEMBER FEEDBACK

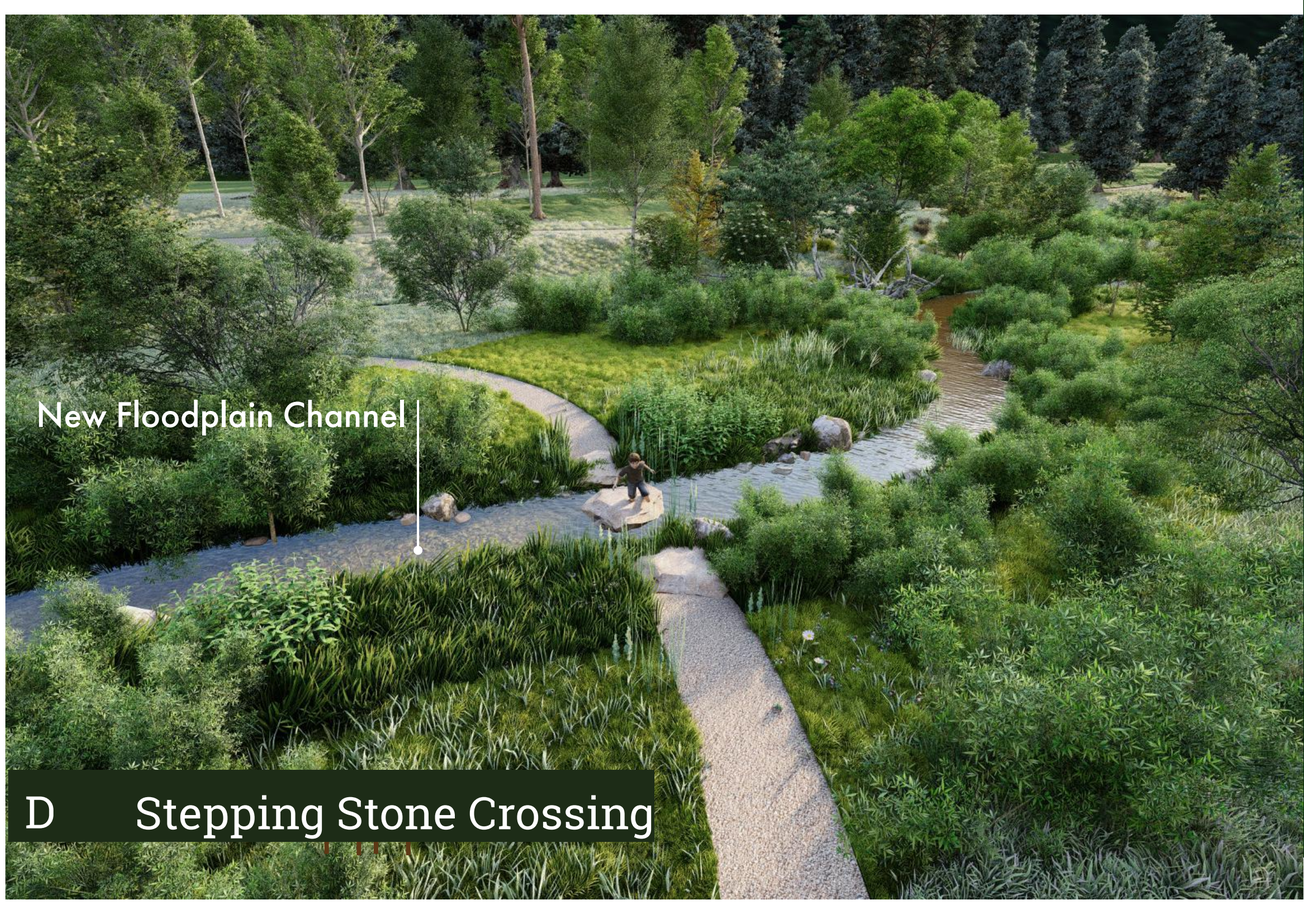
- Preference to keep some parking spaces on exterior
- Like having the building nestled in the aspen grove
- Flush toilets and ADA access are important
- Plan for overflow parking or future expansion

The proposed restroom and storage building will be compact and efficient while providing needed services and facilities to support the Preserve. It will include two (2) toilets for year round use, storage for maintenance, water fountains for people and dogs, waste receptacles, donor wall to recognize community supporters, a trail map, historical infographics, bike racks and sheltered seating. The building will have ample screening set within the enhanced grove of trees.

Your Responses to the November Survey
How On Track Was the Previous Design for this Opportunity Area?

Enhanced Floodplain & Lower Creek Edge

C Footbridge



D Stepping Stone Crossing

E ADA Floodplain Viewing Deck

F New Pond & Gravel Beach

Opportunity Area

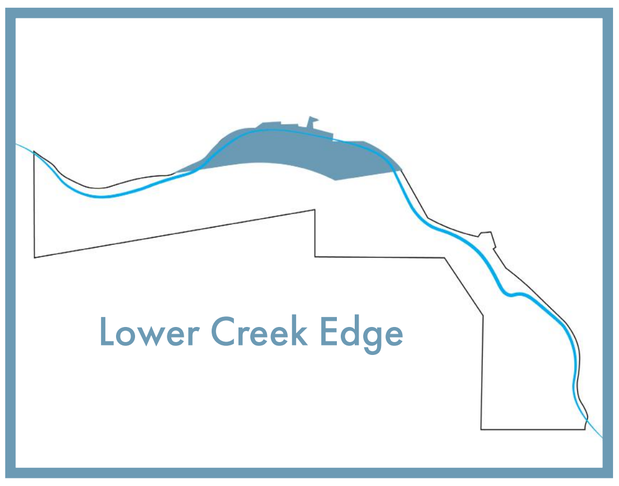
Enhanced Floodplain & Lower Creek Edge

What's planned:

The lower creek edge area is proposed to expand and enhance the floodplain to restore ecological services and wildlife habitat. Excavated materials would be relocated to the middle terrace and revegated with native plants.

- Extensive grading & earthworks
- New side channel and pond
- Islands & gravel bars
- Low water crossings for side channels
- Expanded riparian zone including native trees and shrubs
- New beaver wetland

Your Responses to the November Survey
How On Track Was the Previous Design for this Opportunity Area?



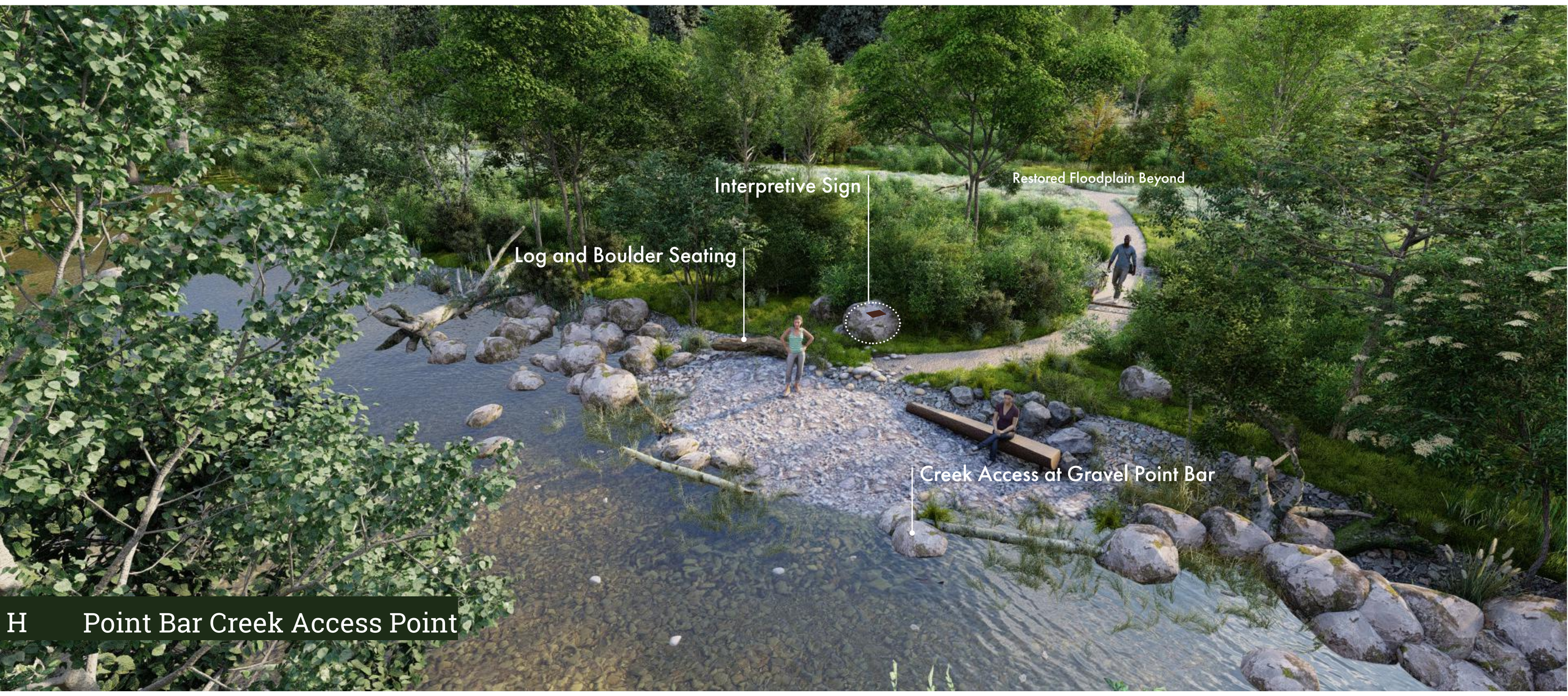
NOVEMBER FEEDBACK

- Habitat enhancement and protecting existing ecosystems is important
- Extensive support for creek restoration and the integration of native species
- Consider subtle 'nature play' integrated with restored areas
- Creekside owners concerned about views and creek access points

Scale - 1:100

G Overall View of Restored Floodplain

Enhanced Floodplain & Lower Creek Edge



H Point Bar Creek Access Point

I Beaver Dam Relic Wetland

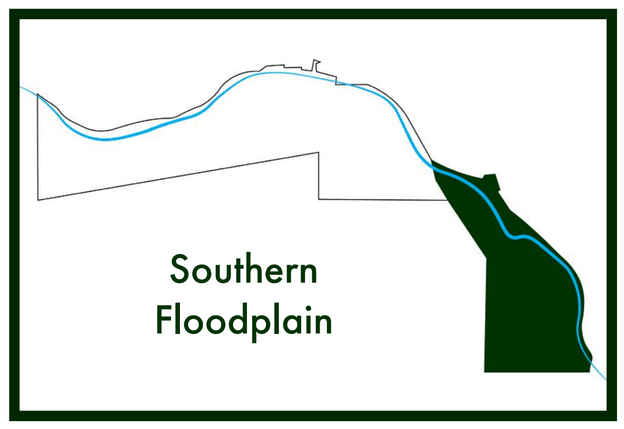
J Beaver Dam Relic Wetland

Opportunity Area

Southern Floodplain

What's planned:

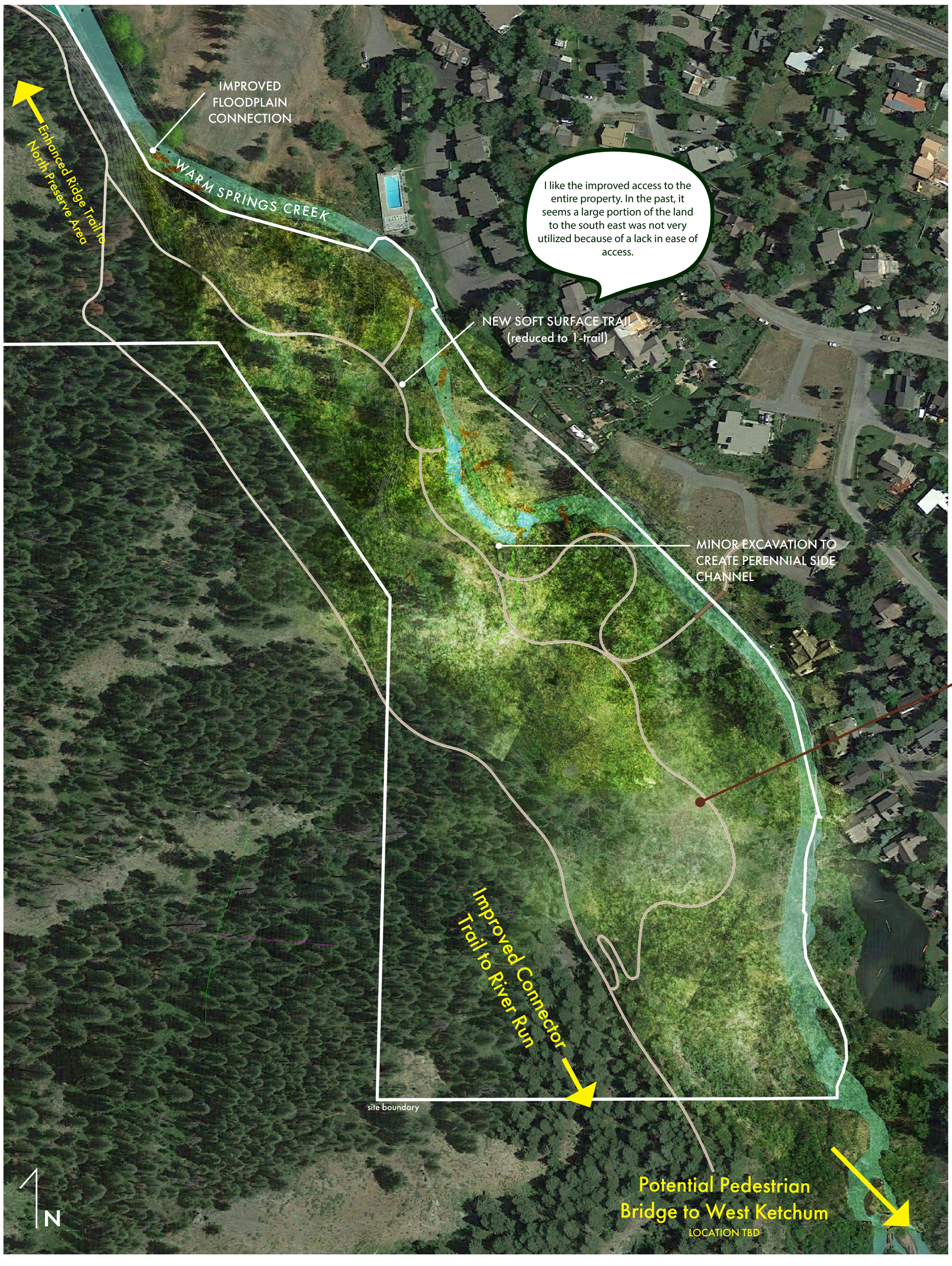
The intent for this area is to celebrate and preserve the existing floodplain along the creek while improving access and connections. The southern property has been minimally touched by humans which has allowed native ecosystems to thrive. Minimal improvements can make it even better and safer. Despite less impact in this area, the stream lacks pools and habitat complexity while the floodplain is not well connected and has many weeds. Minimal changes include removal of invasive plant species and overseeding and planting of targeted native plants for enhanced restoration.



- Light touch, minor enhancements
- Minor grading
- Strategic floodplain connections
- One minimal soft surface pathway to connect at key access points
- Removal of invasive species
- In-stream fish habitat (wood & boulders)

NOVEMBER FEEDBACK

- Desire to keep the southern property as natural and untouched as possible
- Excited about the expansion and making access easier and safer
- Some want to restrict access to minimize impacts



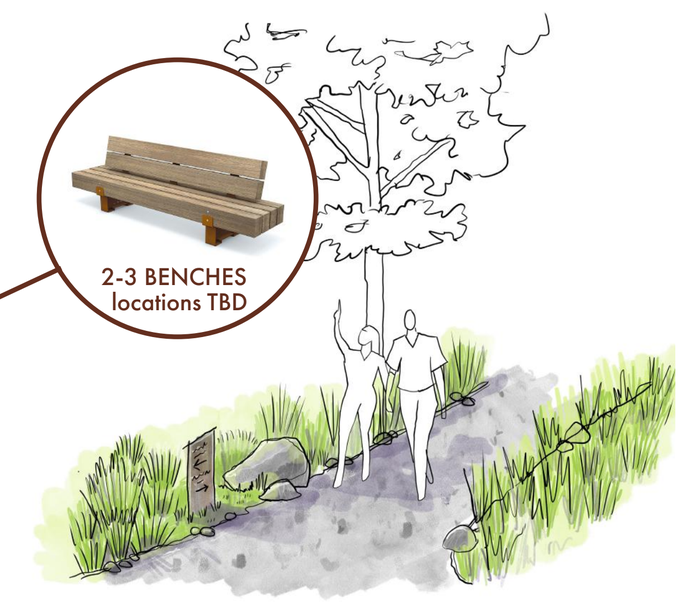
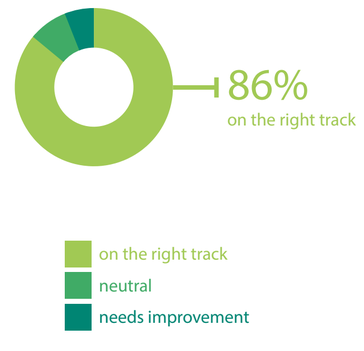


Illustration of Proposed Soft Surface Path through Existing Native Landscape

Your Responses to the November Survey
How On Track Was the Previous Design for this Opportunity Area?



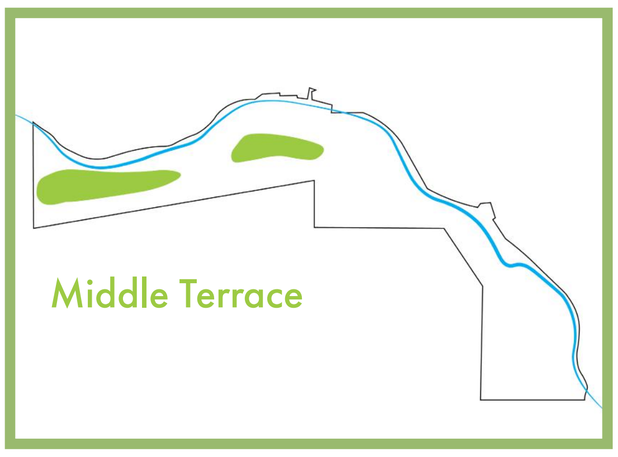
Opportunity Area

Middle Terrace

What's planned:

To reduce costs and keep all excavated earth on site, the middle terrace will receive the fill excavated from the restoration. This will be replanted with native grasses and wildflowers as well as expanded aspen groves for shaded sitting areas.

- Potential for seasonal native wildflower meadow
- Enhanced biodiversity & pollinator species
- Minimal irrigation
- Mown pathways



Your Responses to the November Survey
How On Track Was the Previous Design for this Opportunity Area?

NOVEMBER FEEDBACK

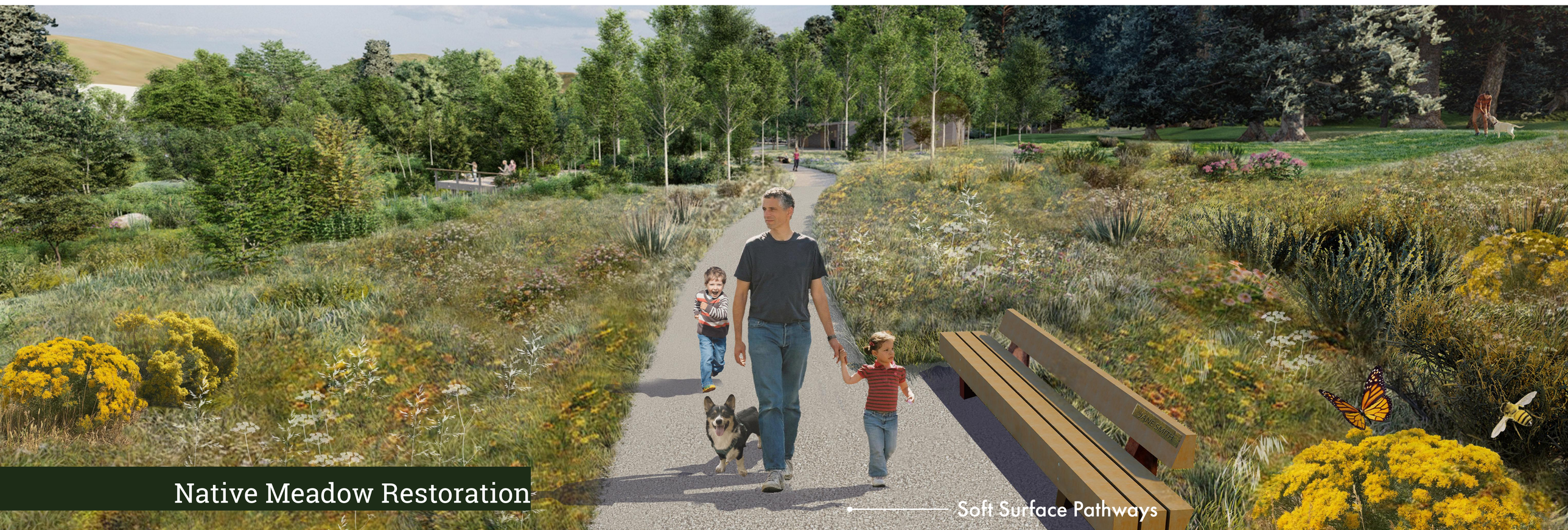
- Excited about native species, restoration and increased biodiversity
- Want to ensure success of native meadow restoration while keeping water use low
- Concern for dog waste in non-lawn areas

Scale - 1:100

AREAS TO RECEIVE FILL FROM EXCAVATED FLOODPLAIN, TO BE REVEGETATED WITH NATIVE WILDFLOWER MEADOW

N

Aspen Grove Restoration



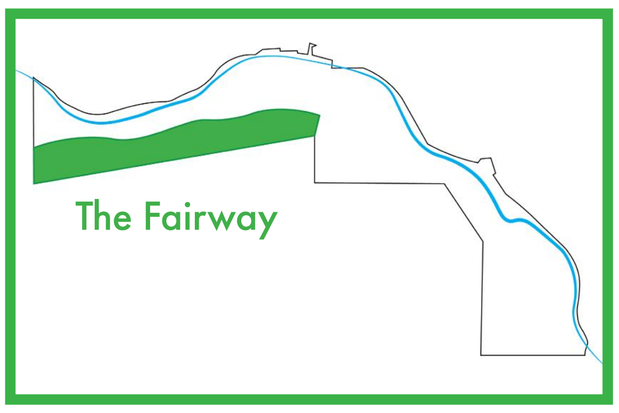
Native Meadow Restoration

Opportunity Area

The Fairway

What's planned:

The existing upper Fairway is a unique and special landscape that is loved by Ketchum residents and dogs alike. Minimal changes are contemplated and the Fairway will be preserved as an open irrigated lawn. Some improvements are needed to upgrade the irrigation system for water efficiency and amenities such as new benches, picnic tables and waste receptacles will also improve visitors' comfort. Existing path will be updated to ensure ADA access.



- Maintain upper terrace fairway with some restored edges
- Replace inefficient irrigation system
- Opportunities for benches & picnic tables (material TBD)
- Potential for bear-proof dog waste receptacles
- Update existing path to ensure ADA access

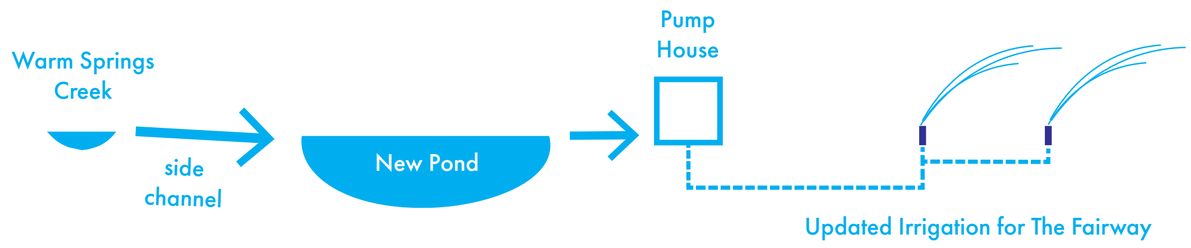
NOVEMBER FEEDBACK

- Preserve and enhance the Fairway
- Reduce irrigation use for lawn
- Park management issues and maintenance
- Manage relationship between people, dogs, wildlife
- Include disc golf in master plan
- Excited about nordic skiing trails in the winter

Scale - 1:100

How will the new irrigation system work?

The new irrigation system will be much more efficient, and will run at only at night!



Bear Proof Waste

Dog Station

Disc Golf Basket

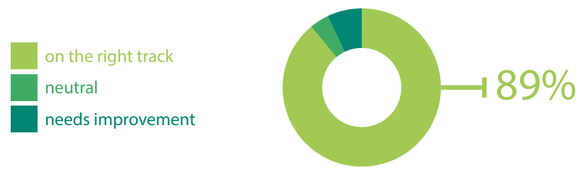
Did you know that currently WSP uses 80% more water per acre than the ballfields at Atkinson Park?

In July 2022:

Atkinson Park:
9.5 acres @ 1.25mil gal
131,500 gal/acre

Warm Springs Preserve:
10.5 acres @ 2.5mil gal 238,000 gal/acre

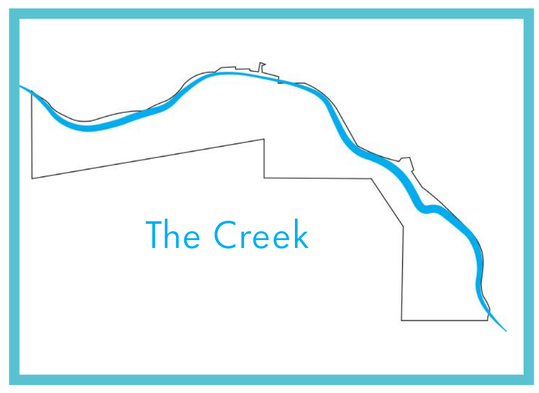
Your Responses to the November Survey
How On Track Was the Previous Design for this Opportunity Area?

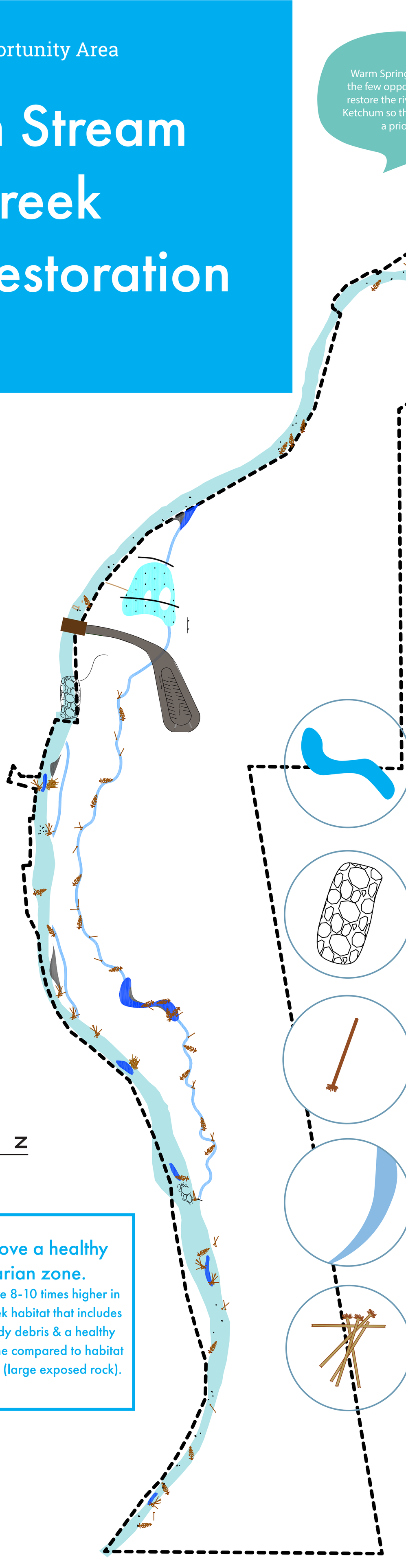


Opportunity Area

In Stream Creek Restoration

Warm Springs is one of the few opportunities to restore the river through Ketchum so this should be a priority.

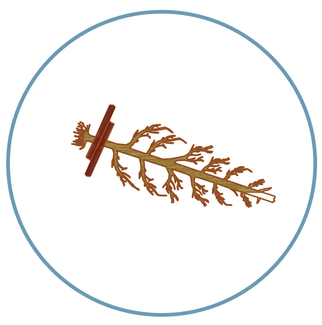


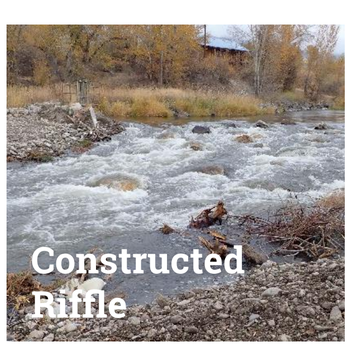


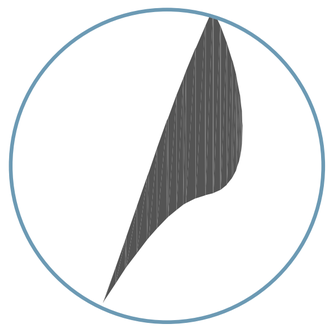
What's planned:

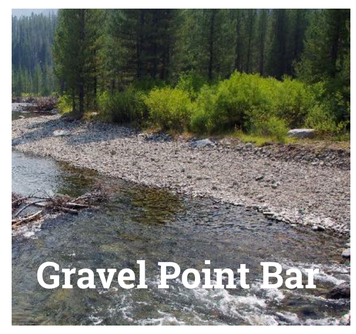
Several improvements can be made along the creek edge to enhance hydrologic and ecological health of the creek.

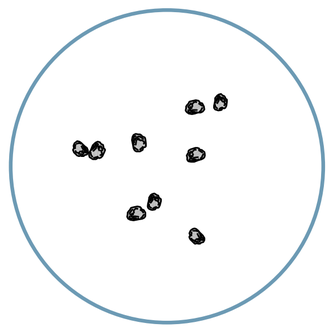
- Improved fish habitat
- Modifications will create more pools and off channel areas for fish rearing
- Greater floodplain connection
- Native riparian vegetation

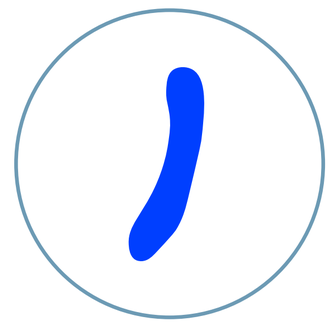










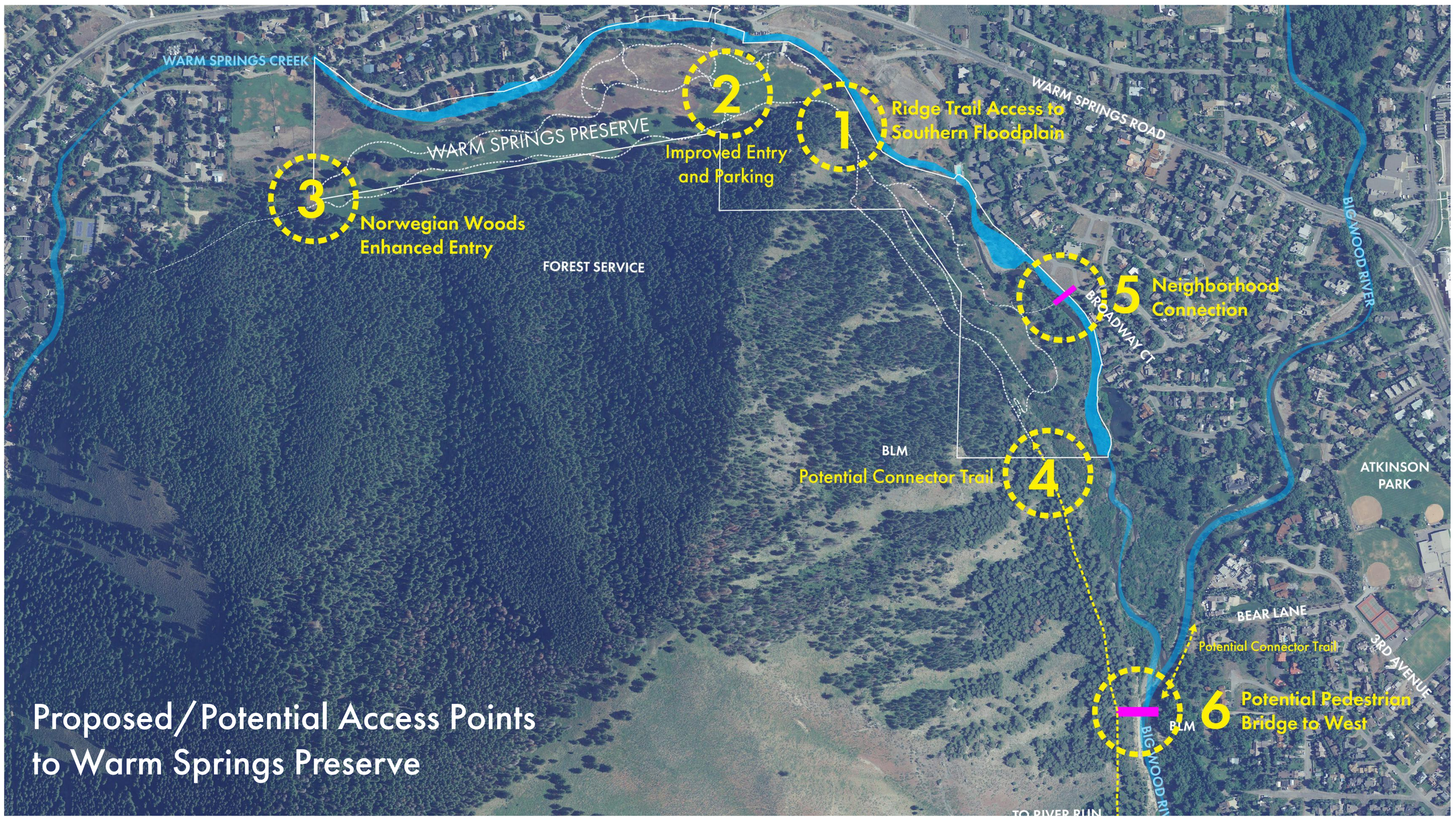


Trout love a healthy riparian zone.

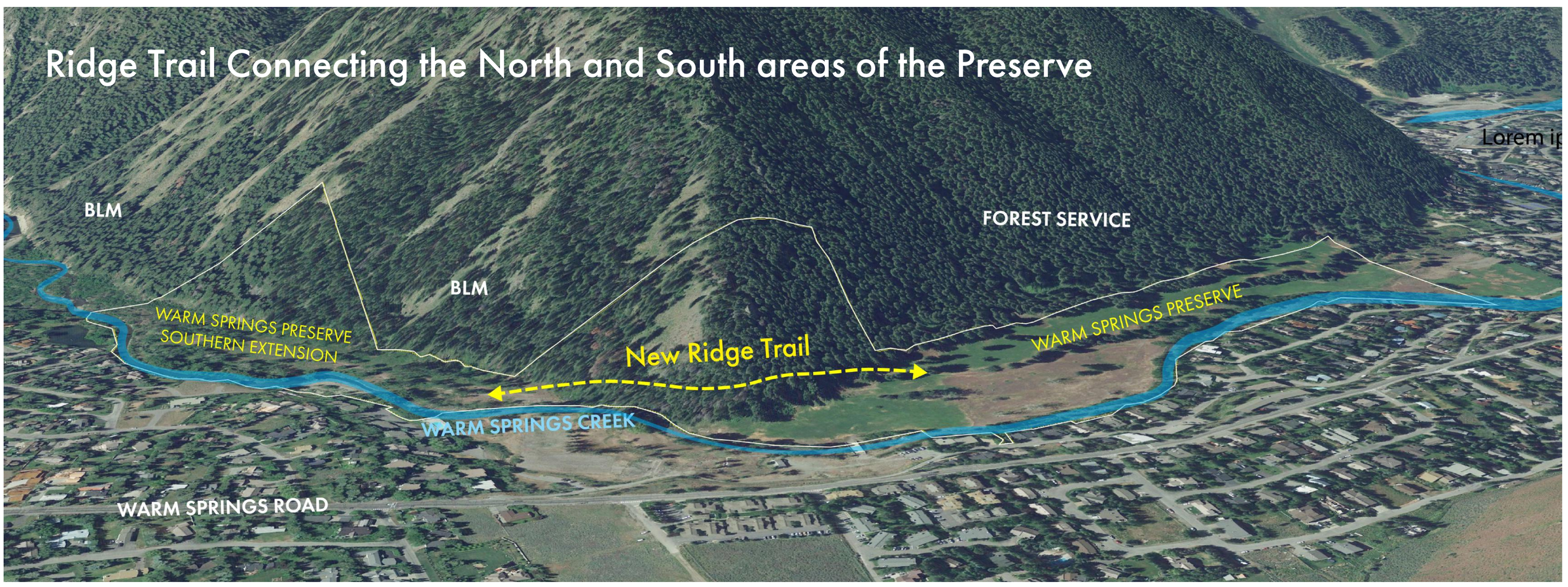
Densities are 8-10 times higher in healthy creek habitat that includes large woody debris & a healthy riparian zone compared to habitat with rip-rap (large exposed rock).

Your Responses to the November Survey
How On Track Was the Previous Design for this Opportunity Area?

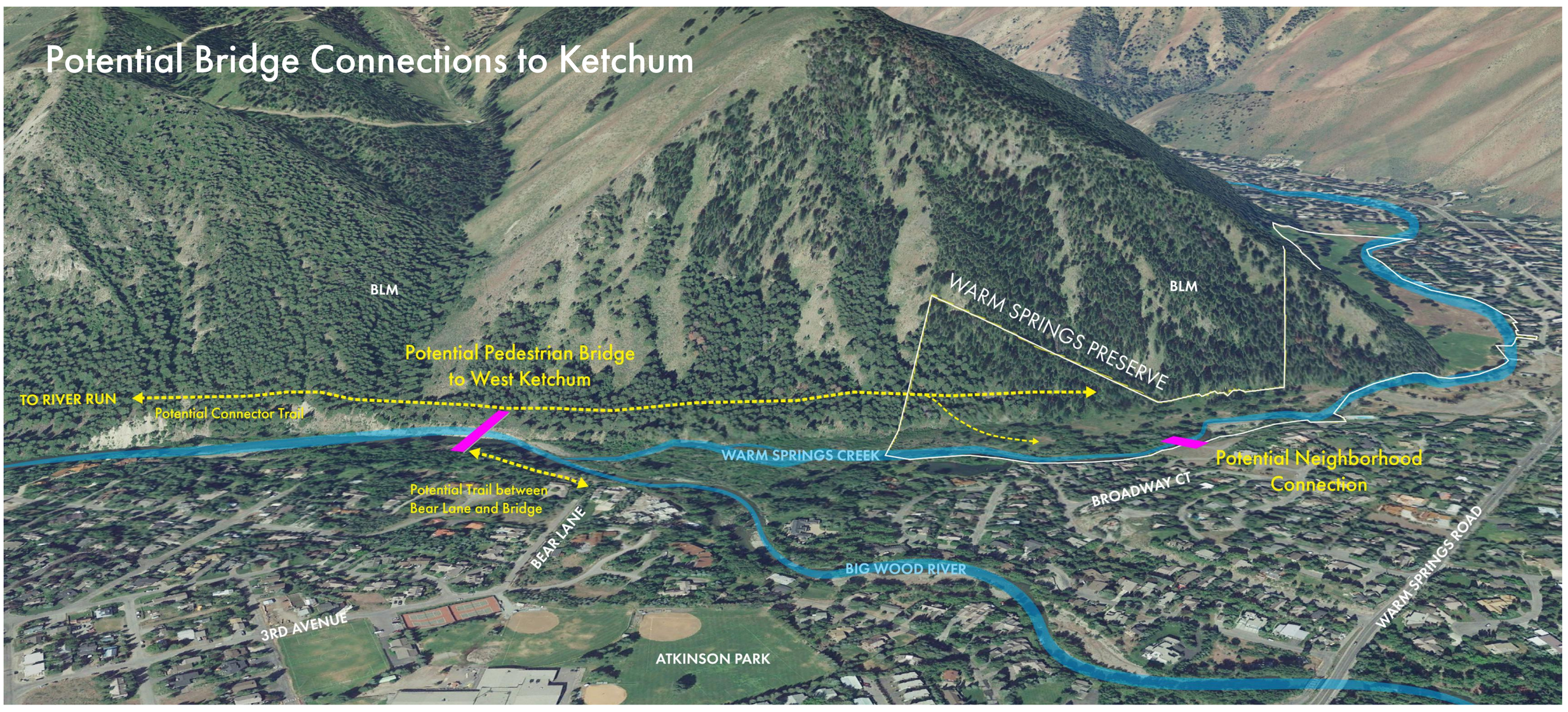
Proposed/Potential Access Points to Warm Springs Preserve



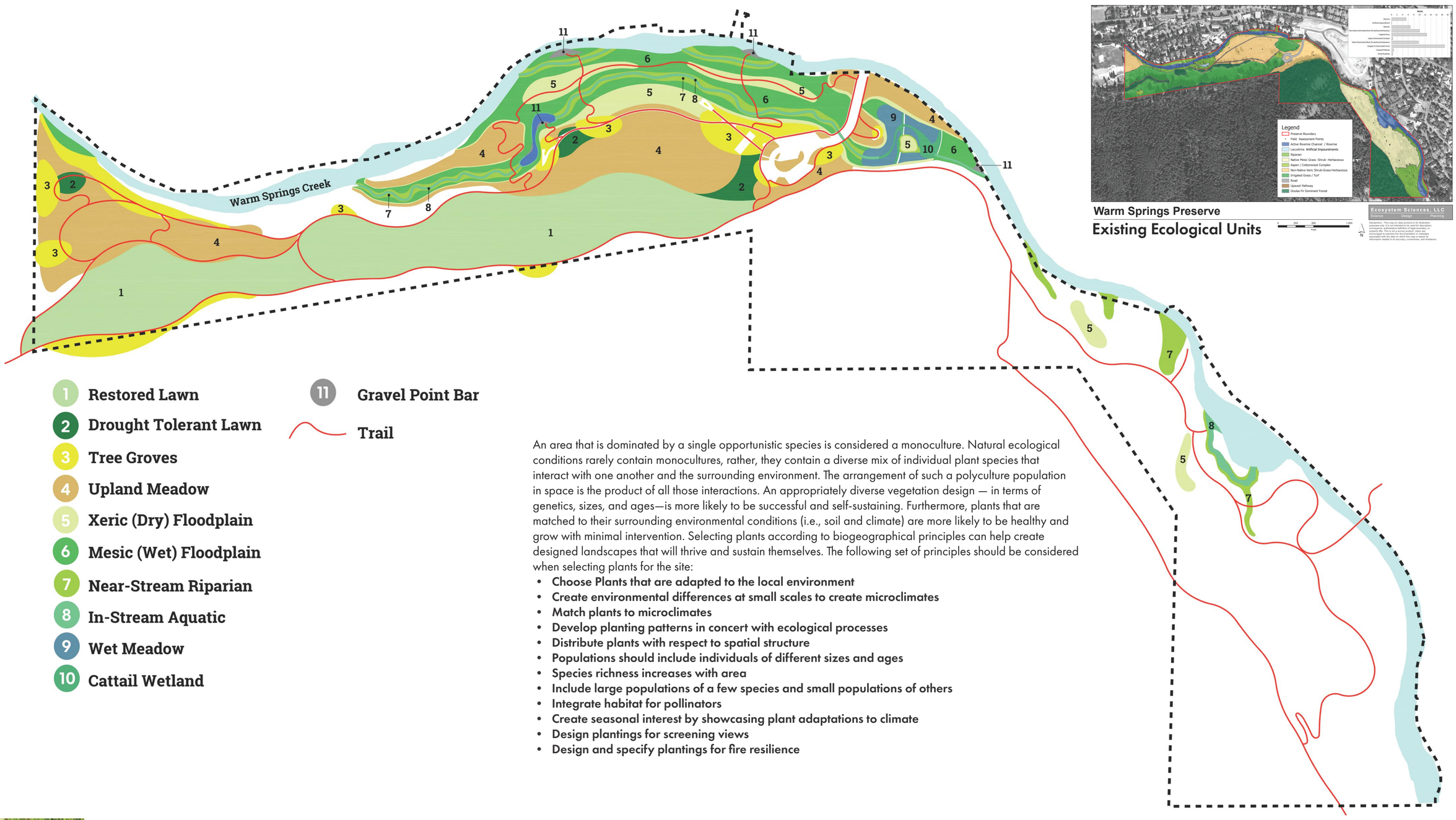
Ridge Trail Connecting the North and South areas of the Preserve



Potential Bridge Connections to Ketchum



Planting Character Zones



Warm Springs Preserve

Existing Ecological Units

Ecosystem Sciences, LLC
Science | Design | Planning

Disclaimers : This map (or data product) is for illustration purposes only. It is not intended to be used for description, or as a substitute for a survey of any area, boundary, or property title. This is not a survey product. Users are encouraged to examine the documentation or metadata associated with this product to learn more about the data and information related to its accuracy, currentness, and limitations.

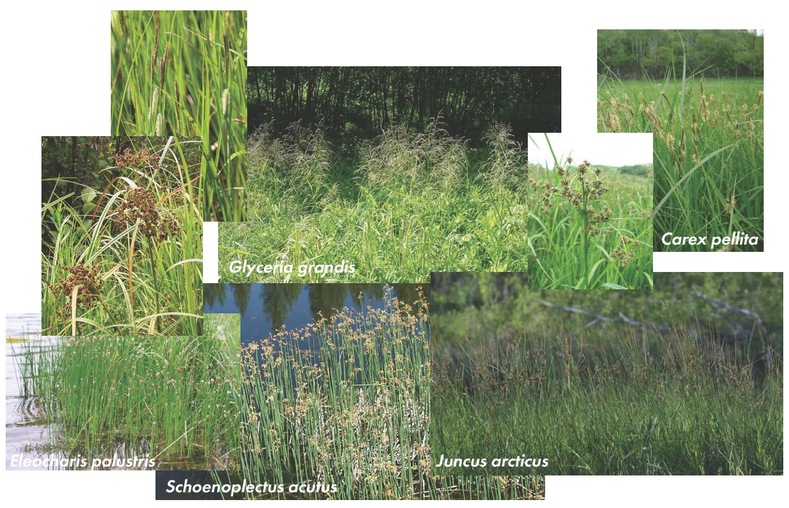
1. Restored Lawn
2. Drought Tolerant Lawn
3. Tree Groves
4. Upland Meadow
5. Xeric (Dry) Floodplain
6. Mesic (Wet) Floodplain
7. Near-Stream Riparian
8. In-Stream Aquatic
9. Wet Meadow
10. Cattail Wetland

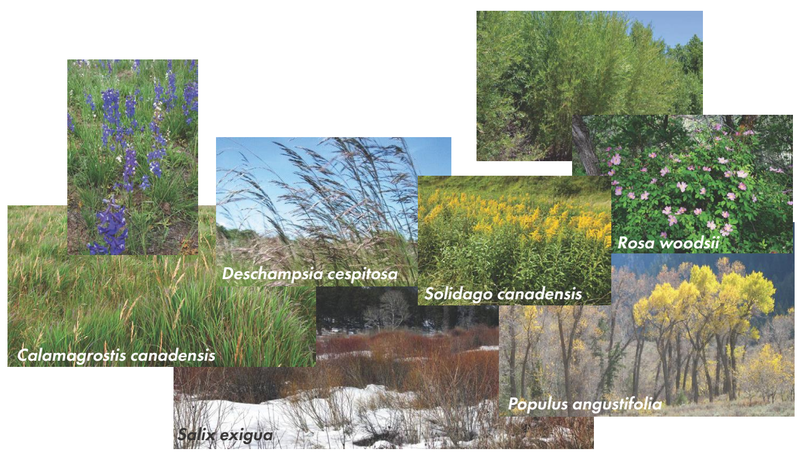
11. Gravel Point Bar

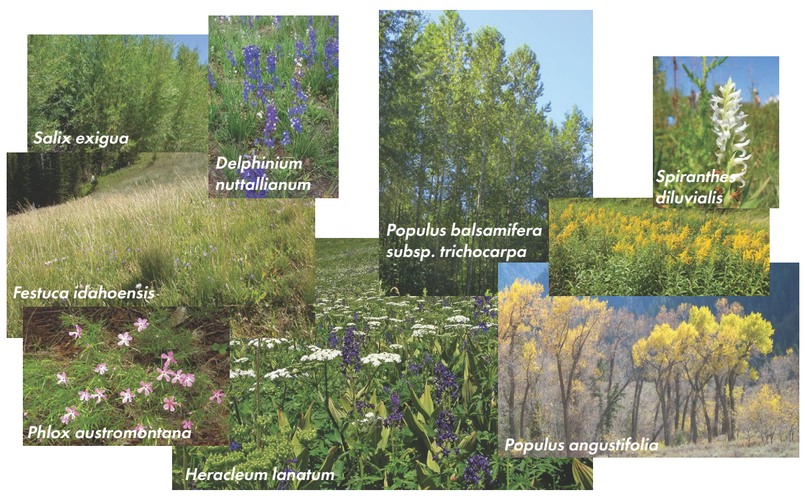
Trail

An area that is dominated by a single opportunistic species is considered a monoculture. Natural ecological conditions rarely contain monocultures, rather, they contain a diverse mix of individual plant species that interact with one another and the surrounding environment. The arrangement of such a polyculture population in space is the product of all those interactions. An appropriately diverse vegetation design — in terms of genetics, sizes, and ages—is more likely to be successful and self-sustaining. Furthermore, plants that are matched to their surrounding environmental conditions (i.e., soil and climate) are more likely to be healthy and grow with minimal intervention. Selecting plants according to biogeographical principles can help create designed landscapes that will thrive and sustain themselves. The following set of principles should be considered when selecting plants for the site:

- Choose Plants that are adapted to the local environment
- Create environmental differences at small scales to create microclimates
- Match plants to microclimates
- Develop planting patterns in concert with ecological processes
- Distribute plants with respect to spatial structure
- Populations should include individuals of different sizes and ages
- Species richness increases with area
- Include large populations of a few species and small populations of others
- Integrate habitat for pollinators
- Create seasonal interest by showcasing plant adaptations to climate
- Design plantings for screening views
- Design and specify plantings for fire resilience







8 In-Stream Aquatic

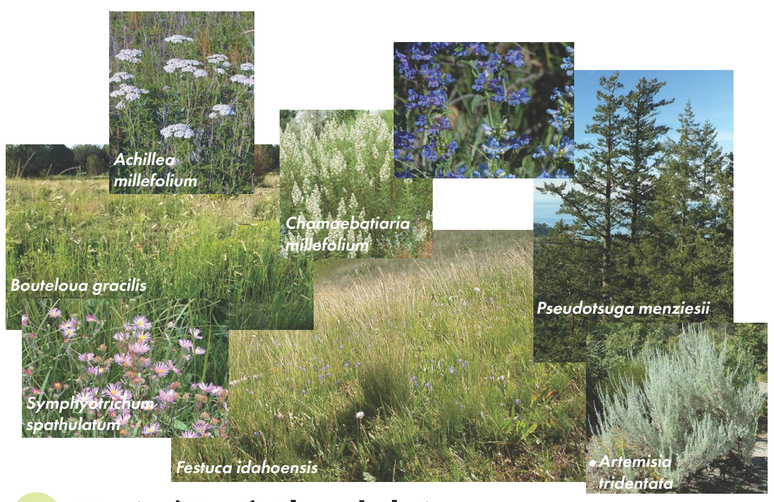
This zone is closely associated with the spatial extent of the current active stream channel and is mostly composed of open water and/or scoured substrate. Located at or below the Ordinary High-Water Mark (OHWM) of the stream, occurrences of established riparian vegetation are uncommon. However, in low velocity areas of the stream and in the proposed wetland, emergent aquatic vegetation may include common cattail, bulrush, water sedge, and baltic rush.

7 Near-Stream Riparian

This zone occurs directly adjacent to the active stream channel, proposed side channels, and low-lying portions of the restored floodplain that has access to Warm Springs Creek's hydrology. Currently only a narrow strip of riparian habitat is present. The restoration strategy envisions a restored and enhanced riparian zone. Common species that occur within this class are: Black cottonwood, narrowleaf cottonwood, coyote willow, peachleaf willow, booth's willow, pacific willow, bittercherry, Red-osier dogwood, Wood's rose, Canada goldenrod, baltic rush, Larkspur.

6 Mesic (Wet) Floodplain

A mesic habitat is a type of habitat that has access to a moderate or well-balanced supply of moisture. The elevation of the mesic floodplain area is generally lower and more connected to the hydrology of Warm Springs Creek than portions of the xeric floodplain. Healthy mesic habitats function like a sponge; they effectively store water, which can be utilized by neighboring, drier habitats. Healthy mesic habitats also provide a higher density of herbaceous plants and insects that can be used as cover and forage by organisms belonging to higher trophic levels, such as grouse.



5 Xeric (Dry) Floodplain

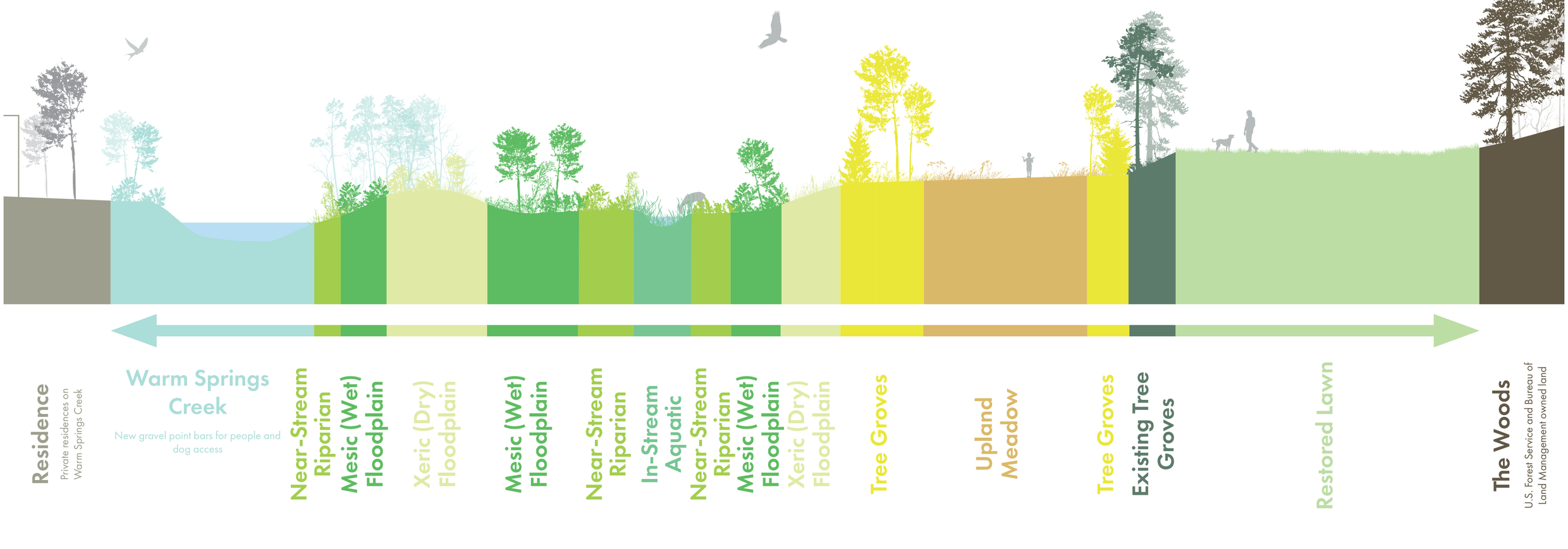
This zone occurs almost exclusively within the flat surfaces of the project area that are at a higher elevation than the mesic floodplain area. The surfaces that are inhabited by xeric species are disconnected from the hydrology of Warm Springs Creek. The xeric floodplain character zone is a mixed plant community, consisting of some native upland shrub species, wildflowers, grasses.

4 Upland Meadow

This zone occurs in upland portions of the site above the floodplains, particularly in areas of fill and adjacent to the restored lawn. The palntings here focus on drought tolerant grass, forb and shrub species that are attractive to pollinator insects and birds.

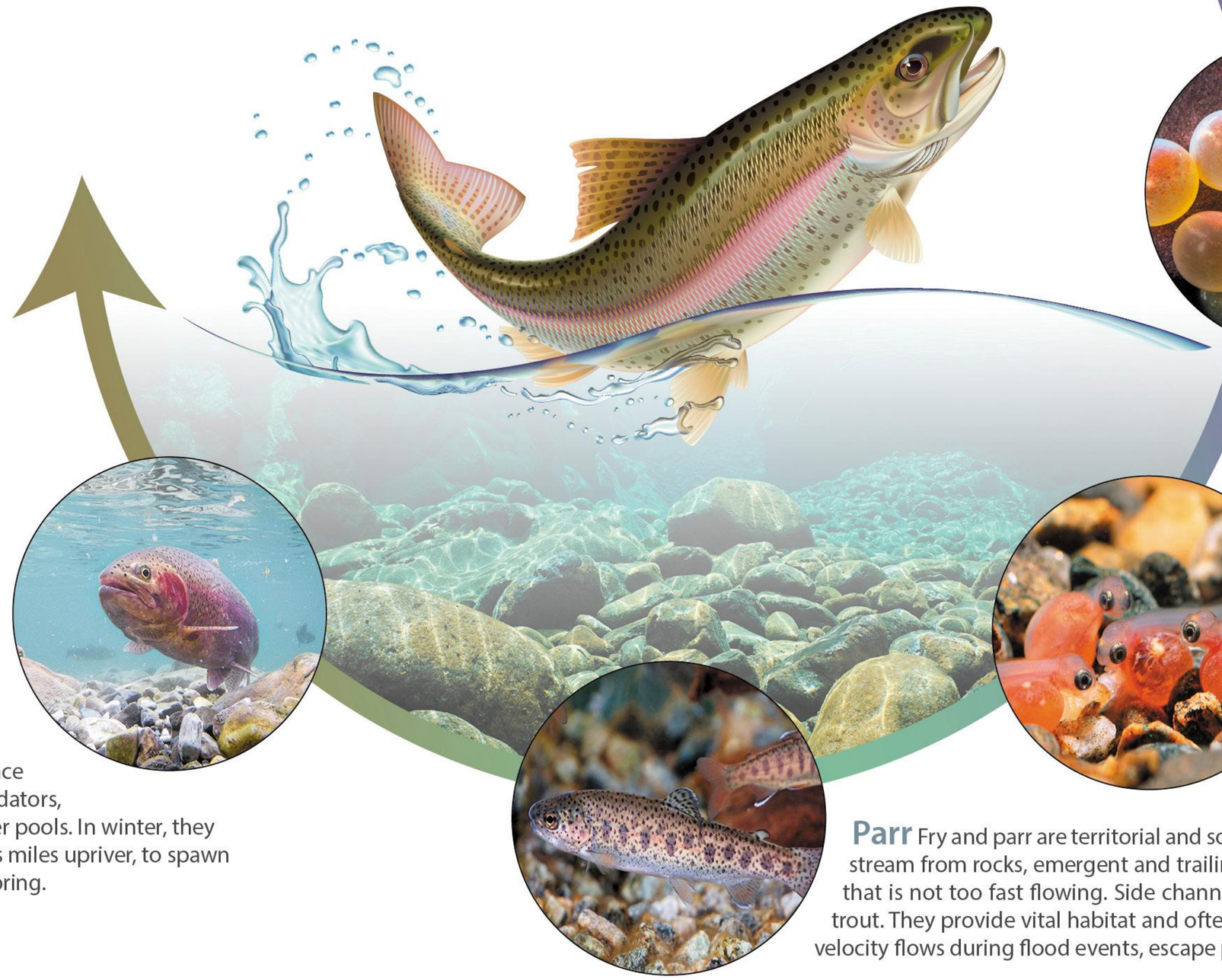
3 Tree Groves

The tree groves connect to existing evergreen planted areas on the site or positioned as islands throughout the upland areas. In time, the shade created by the deciduous and evergreen trees in this zone creates a microclimate for unique native shrub and perennials that provide diversity within the landscape for visitors to experience.



Trout Life Stages and Preferred Habitat

Trout need cool, clear water and plenty of food to eat. They also need cover from predators and room to travel upstream and down at different times of the year when feeding, overwintering and spawning.



Spawning Female trout dig a nest or redd in clean gravel shallows. As she releases her eggs, they are fertilized by the male and then covered with gravel. The gravels must be 10-40mm in size, loose and free of silt with plenty of oxygen rich water flowing through them. Spawning occurs in the spring.

Eggs At 2-5mm in diameter, eggs incubate in clean gravels and hatch into alevins. Female rainbow trout usually produce 2000 to 3000 eggs. The eggs usually hatch in about four to seven weeks, depending on stream temperature.

Alevins Newly hatched trout are called sac fry or alevin. Alevins stay in the gravel, living off the yolk sac. In approximately two weeks, the yolk sac is completely consumed, and fry commence feeding mainly on zooplankton. They then emerge as fry, set up territories and grow into parr. Alevins develop into parr in early summer, depnding on stream conditions.

Adults
Adult trout have a territory that gives them a good supply of food and a place to hide from predators, preferring deeper pools. In winter, they migrate, perhaps miles upriver, to spawn in early to late spring.

Parr Fry and parr are territorial and solitary. They need plenty of cover in the stream from rocks, emergent and trailing bankside plants, and shallow water that is not too fast flowing. Side channels are incredibly important for native trout. They provide vital habitat and often allow these juveniles to escape high velocity flows during flood events, escape predators and offer a food resource.

Insects + Plants = Fish Food
Aquatic invertebrates like insects, are integral to the trout food web. Insects feed on aquatic plants, decaying matter and microscopic animals. In turn, they become food for fish.

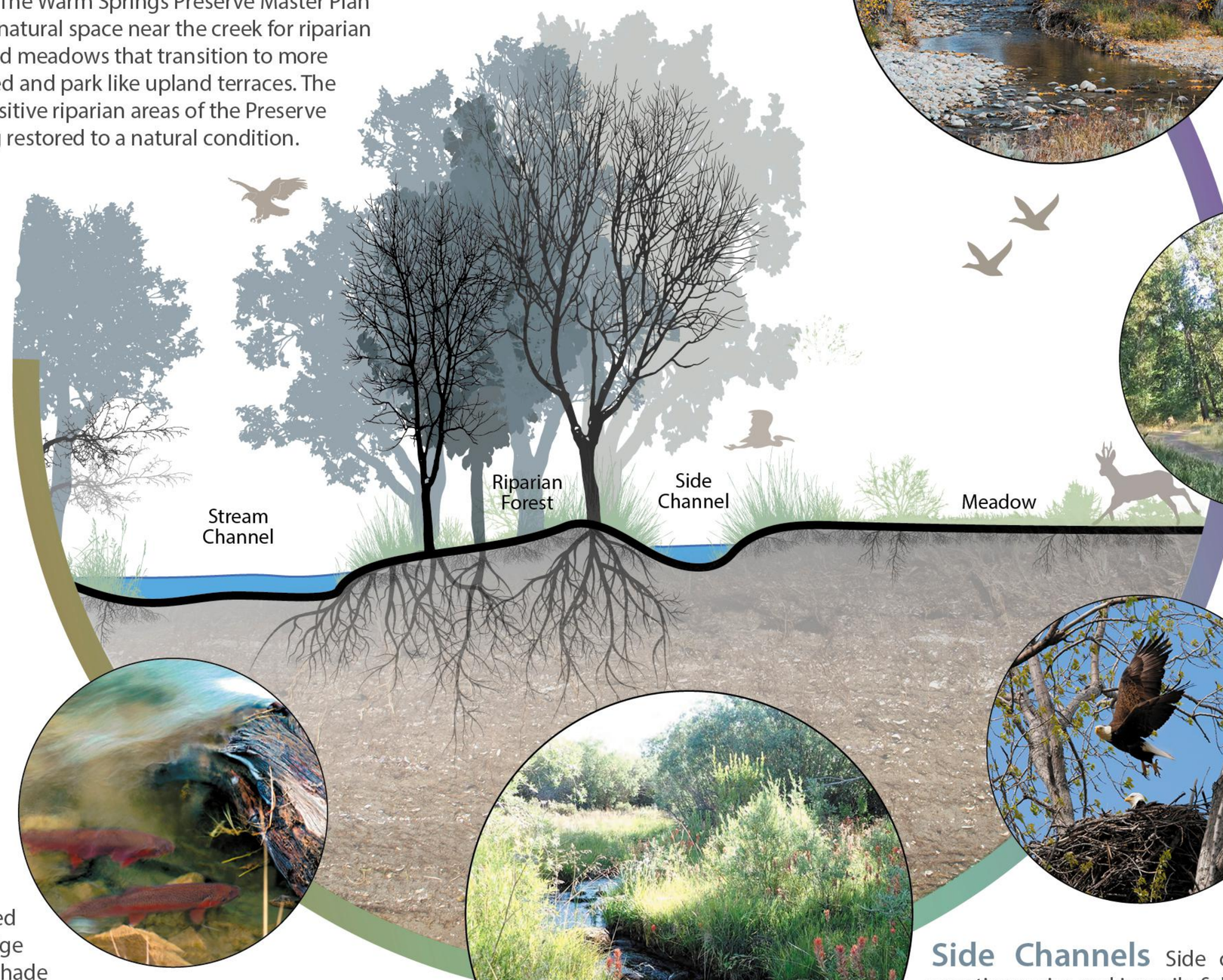
Riparian Vegetation
Riparian vegetation helps stabilize banks while providing shade and cover for fish. Juvenile fish need slow water and cover generally near the bank and in side channels.

Deep Pools and Cover
Adult fish need deep pools and cover often associated with in-stream wood and boulders.

Ecosystem Sciences
Science · Design · Planning
www.ecosystemsciences.com

Riparian Stream Edge

Riparian zones are the areas bordering the stream channel and provide many environmental and recreational benefits. The Warm Springs Preserve Master Plan includes natural space near the creek for riparian forest, and meadows that transition to more manicured and park like upland terraces. The most sensitive riparian areas of the Preserve are being restored to a natural condition.



Cottonwood - Willow Riparian Forest

This community occurs at low elevations, along the stream channel, where the water table is high and/or there is year-round water flow. Frequent spring flows provide areas of scour and sedimentation within the channel; this dynamic hydrologic regime contributes to the habitat's structural diversity and high wildlife value.

Botanical Resources

Vegetation within this community is predominantly composed of deciduous species. The tall riparian trees and dense understory result in almost full canopy cover. Typical tree species include cottonwood, willow, bittercherry, rosewood, dogwood, herbaceous shrubs and grasses.

Wildlife Resources

This habitat type is noted for its very high bird species diversity and abundance. Deciduous trees and shrubs are used by nesting migrants for foraging during migration. Mature trees provide numerous cavities for cavity-dependent wildlife such as woodpeckers. Tall trees are used by nesting raptors; stream banks provide nesting for belted kingfishers. A variety of mammals utilize the dense forest for cover, shade and food.

Fisheries Resources

Vegetation rooted at the water's edge provides cover, shade and food for fish. This is especially critical along intermittent streams where remnant summer pools provide refugia for fish. Large wood embedded in the stream bank provides cover and refuge for fish.

Side Channels

Side channel habitats (built specifically for aquatic species and juvenile fish) and riparian habitat are small watered remnants of major river meanders across the floodplain. On the Preserve these sites are constructed channels connecting ponds built specifically for aquatic habitat. These areas provide off-channel habitat for aquatic species and riparian habitat for terrestrial species and increases the diversity of habitat available within the stream corridor.

Dynamic + Continually Changing

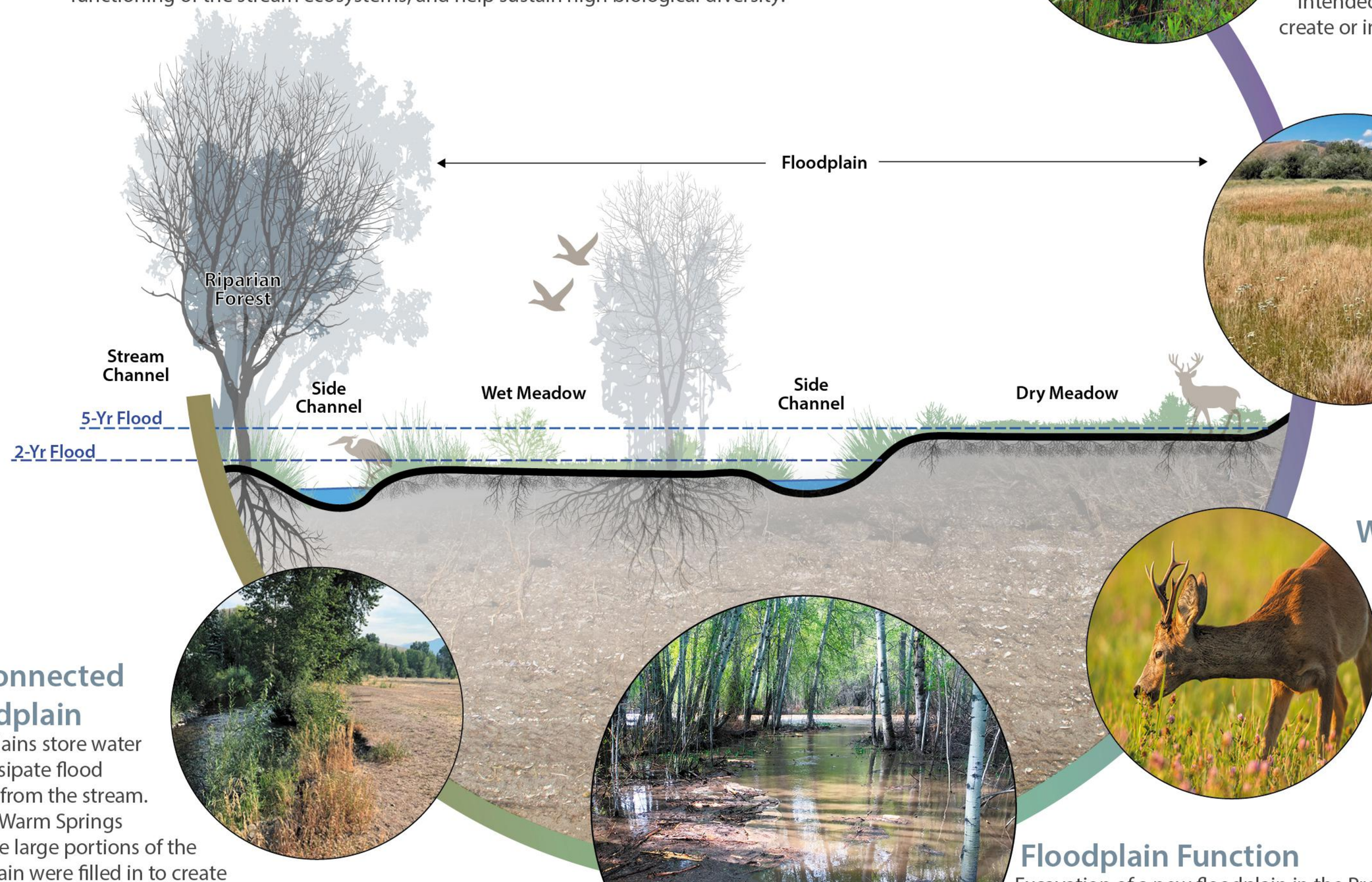
Riparian forests grow within an alluvial environment that is continually changing due to the ebb and flow of the stream. Riparian vegetation is constantly being reset by flooding disturbance.

Mature cottonwood stands do not regenerate in place, but regenerate by "moving" up and down a river reach. Over time, a healthy riparian area supports all stages of cottonwood communities.

Periodic flooding events are needed for Cottonwood seedlings to germinate and become established on newly-deposited, moist sand and gravel bars. This cottonwood community can grow into a mature riparian forest.

Floodplain

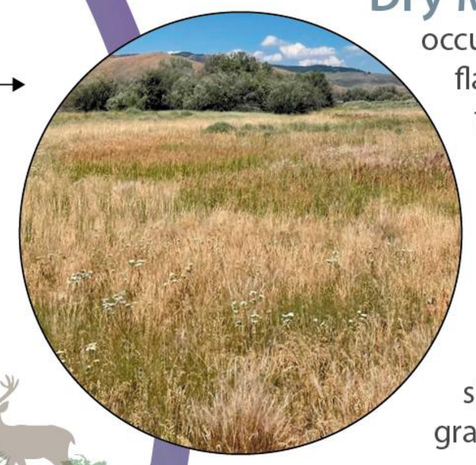
Streams and rivers are much wider than the channels we associate them with. The areas next to streams, which are only covered by water during floods, are also part of the river system. Known as floodplains, in their natural condition they are an important ecological part of the landscape. The floodplain in the Preserve is made up of mesic (wet) and xeric (dry) meadows. Floodplains filter and store water, secure both natural flood protection and the healthy functioning of the stream ecosystems, and help sustain high biological diversity.



Wet Meadow/Wetland

The elevation of the wet meadow or wetland is generally lower and more connected to the hydrology of Warm Springs Creek than portions of the dry meadow. Wet meadow habitats effectively provide drought insurance as land at higher elevations warms due to seasonal or other changes. Wet meadows may include some trees and larger shrubs. The Warm Springs Preserve wet meadow is intended to emulate a beaver wetland; beaver often create or influence wet meadows.

Dry Meadow



Dry meadows occur almost exclusively within the flat surfaces of the project area that are at a higher elevation then the wet meadow and are disconnected from the annual hydrology of Warm Springs Creek. The dry meadow character zone is arid and mixed with some native upland shrub species, wildflowers, and grasses and relatively few trees.

Wildlife Resources

Floodplains provide essential habitat for wildlife. Floodplains are an important source of nutrients and provide multiple habitat niches. A new floodplain will provide off-channel habitat for aquatic species and riparian habitat for terrestrial species.

Disconnected Floodplain

Floodplains store water and dissipate flood energy from the stream. On the Warm Springs Preserve large portions of the floodplain were filled in to create the old golf course. Currently the 100-year flood is largely contained within the channel resulting in deep, high-velocity water increasing erosion and flood risk, and limiting the plant types and diversity that could be found in a healthy, functioning floodplain.

Floodplain Function

Excavation of a new floodplain in the Preserve will reduce the erosive force of the stream and lower the risk of flood damage to neighboring homes and lands. A new floodplain will include side channels, a pond, and a wetland, all surrounded by native riparian vegetation. Semi-annual flooding of the land areas helps to support a diverse array of plant species.

Connected Stream Floodplains

The importance of the hydrologic and ecological functions of floodplains is well understood and there are many benefits to restoring connectivity of floodplains so that they actively flood. This not only supports native riparian and aquatic species, but it also accommodates floodwaters, thereby reducing flood peaks downstream. The Warms Spring Preserve plan recognizes the ecological benefits of floodplain inundation and is planned in a way to provide multiple benefits, such as combining flood risk reduction, ecosystem restoration, and adaptability to climate change. The plan highlights the challenges, opportunities and the many benefits of a reconnected floodplain that include habitat for fish and wildlife, groundwater recharge, carbon sequestration, open space and recreation.

CITY OF KETCHUM
MEETING MINUTES OF THE
PLANNING AND ZONING COMMISSION
Tuesday January 31, 2023

CALL TO ORDER: (00:00:35 in video)
Neil Morrow called to order at 4:30 p.m.

ROLL CALL:
Neil Morrow
Susan Passovoy
Brenda Moczygemba
Tim Carter
Spencer Cordovano

ALSO PRESENT:
Morgan Landers – Director of Planning and Zoning
Abby Rivin – Senior Planner
Adam Crutcher – Associate Planner
Paige Nied – Associate Planner
Heather Nicolai – Planning Technician

COMMUNICATIONS FROM THE COMMISSIONERS:
None

CONSENT AGENDA: (00:01:00 in video)
1. **ACTION ITEM:** Approval of the January 24, 2023 Minutes
Motion: Motion made by Spencer Cordovano to approve the January 24, 2023 Minutes; Seconded by Susan Passovoy. (00:01:12 in video)
Ayes: Neil Morrow, Susan Passovoy, Brenda Moczygemba, Tim Carter, Spencer Cordovano
Nays: None

PUBLIC HEARING: (00:01:20 in video)
2. **ACTION ITEM:** Recommendation to conduct a public hearing, review, and provide feedback on the Design Review amendment and Development Agreement amendment for the Appellation Sun Valley hotel project at 300 E River Street.
- Staff Report: Morgan Landers – Senior Planner (00:01:33 in video)
- Commission Questions/Comments for Staff: (00:05:48 in video)
- Applicant/Managing Member: Jack E. Bariteau, Jr. (00:07:40 in video)

- Commission Questions/Comments for Applicant: (00:10:40 in video)
- Architect: John C. Davis, AIA – Hornberger + Worstell, Inc. (00:14:00 in video)
- Commission Questions/Comments for Applicant: (00:16:50 in video)
- Public Comment (00:19:50 in video)
    - Grace Stuart (00:20:20 in video)
    - Doug Brown (00:21:02 in video)
    - Public Comment closed (00:25:08 in video)
- Commission Deliberations (00:25:10 in video)

Motion: Motion made by Susan Passovoy, "Move to direct the applicant to revise the design review application materials to reflect the changes agreed upon by the commission. Including a roof overhang of 18' that steps back and directs staff to prepare the conditions of approval, findings of fact, conclusions of law and decision." Second by Tim Carter (00:38:45 in video)
Ayes: Neil Morrow, Tim Carter, Brenda Moczygemba, Susan Passovoy
Nays: Spencer Cordovano

NEW BUSINESS: (00:39:50 in video)

- Potential Special Planning and Zoning Commission meeting proposed for the month of March. Date to be determined.

ADJOURNMENT:
Motion to adjourn at 5:12 pm (00:42:23 in video)
Motion made by Neil Morrow to adjourn the meeting; Seconded by Susan Passovoy.
Ayes: Neil Morrow, Susan Passovoy, Tim Carter, Spencer Cordovano, Brenda Moczygemba
Nays: None

_____
Commissioner Neil Morrow

_____
Morgan Landers – Director of Planning & Building

IN RE:	)	
	)	
Appellation Hotel	)	**KETCHUM PLANNING & ZONING COMMISSION**
Design Review Amendment	)	**FINDINGS OF FACT, CONCLUSIONS OF LAW, AND**
Date: February 14, 2023	)	**DECISION**
	)	
File Number: P22-059	)	

PROJECT: Appellation Hotel

APPLICATION TYPE: Design Review Amendment

FILE NUMBER: P22-059

ASSOCIATED APPLICATIONS: CUP 08-007 Hotel Ketchum Planned Unit Development Conditional Use Permit
DR 08-007 Hotel Ketchum Design Review and Waterways Design Review

REPRESENTATIVE: John Davis, Hornberger + Worstell, Inc (Architect)

OWNER: Harriman Ketchum Hotel, LLC – Jack Bariteau (managing member)

LOCATION: 300 E River St (Ketchum Replat, Blk 83, Lot 2, Original Town of Ketchum)

ZONING: Tourist (T)

OVERLAY: Floodplain Management Overlay (FP)

RECORD OF PROCEEDINGS

The City of Ketchum received the initial application materials for the amendment to the design review application on July 29, 2022. Upon staff's review of the information, staff deemed the application incomplete and requested additional information necessary to determine if a PUD/CUP amendment was required. Staff also notified the applicant that an amendment to the Development Agreement would be required based on the scope of the changes proposed. Staff received various pieces of information over the course of August, September, and October. Following comprehensive review of all materials received, staff deemed the application complete on November 17, 2022. Per the requirements of the settlement agreement, the application was scheduled for hearing with the Planning and Zoning Commission.

The Planning & Zoning Commission considered the Appellation Hotel Design Review Amendment (Application File No. P22-059) and Development Agreement Amendment (Application File No. P22-059A) applications during their regular meeting on December 13, 2022. A public hearing notice for that date was mailed to all owners of property within 300 feet of the project site and all political subdivisions on October 14, 2022. The public hearing notice for that date was published in the Idaho Mountain Express the on October 19, 2022. A notice for that date was posted on the project site and the city's website on October 19, 2022.

At the December 13, 2022, meeting, the Planning and Zoning Commission continued the hearing to January 10, 2023. The January 10, 2023 hearing was continued to January 24, 2023 to allow the applicant additional time to prepare revised application materials. A public hearing was held on January 24, 2023 and continued to a special meeting on January 31, 2023. After considering Staff's analysis, the applicant's presentation, and public comment, the Planning & Zoning Commission directed the applicant to revise the design review application materials to memorialize the Commission's direction on the wall heights, landscaping, balconies, mechanical penthouse, and southwest roof overhang and direct staff to prepare the conditions of approval and findings of fact, conclusions of law, and decision with a vote of 4-1.

BACKGROUND

The applicant, Harriman Ketchum Hotel, LLC, represented by managing member Jack E. Bariteau, applied for an amendment to the 2008 Design Review approval and an amendment to the 2015 Amended and Restated Development Agreement for the hotel development located at 300 E River Street in Ketchum (the "subject property"). The subject property is located at the southeast corner of River Street and Main Street (Hwy 75) just south of the Best Western Kentwood Hotel.

In June 2022, the Ketchum City Council entered into a Settlement Agreement with the property owner. The settlement agreement addressed a variety of legal items, including the reinstatement of various approvals granted in 2008 including the following:

- PUD/CUP approval (CUP 08-007) with waivers
- Design Review approval (DR 08-007)
- Amended and Restated Development Agreement
- Encroachment Agreement for improvements within the right-of-way

During discussions between the City and the property owner regarding the terms of the settlement agreement, the property owner acknowledged that there would be proposed changes to the Project from what was approved in 2008 to bring a development to fruition.

As indicated, the applicant is now proposing the Appellation Hotel which is a 147,669 gross square foot hotel including 73 hotel rooms, 12 condominium residential units (6 with lock-offs), two levels of underground parking, spa/fitness center, conference facility, restaurant and bar, outdoor plaza with pool and jacuzzi, and observatory. The now proposed uses were included in the original approved development, however, square foot allocations of each use have adjusted as the hotel program has shifted over time. The project does not exceed the previously approved gross floor area, building height, or setbacks nor is the applicant requesting further waivers to these limitations.

Staff conducted an extensive analysis of the application materials and determined that the project remains in general conformance with the PUD/CUP approval and that an amendment to the PUD/CUP is not required, however, an amendment to the Design Review approval and Development Agreement are required.

FINDINGS OF FACT

The Planning & Zoning Commission, 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:

FINDINGS REGARDING COMPLIANCE WITH ZONING CODE AND DIMENSIONAL STANDARDS

Per the Amended and Restated Development Agreement, the Appellation Hotel development is subject to the zoning requirements in effect at the time of the original PUD/CUP approval in 2008 (File No 08-007). Additionally, waivers for certain dimensional standards approved as part of the 2008 PUD/CUP approval are still in effect. Below is an overview of all dimensional limitations as approved in the Findings of Fact for the 2008 PUD/CUP and the proposed dimensional standards for the proposed Appellation Hotel development.

Setbacks	Required	Waiver Granted	Approved	Conformance
Front (River St)	15 feet min	3 ft	3 ft to the columns with 7 ft to the façade wall	YES
Rear	1 ft for every 3 ft of building height, but no less than 10 ft	9ft	9 ft 5 feet 8 inches to the east staircase accessing the pool level 6 feet 6 inches to pool level wall adjacent to residential property to the southeast	YES
Side (Leadville Ave)	1 ft for every 3ft of building height, but no less than 5 ft	0 ft	5 ft	YES
Side (Hwy 75/Main St)	25 ft where the right-of-way for Hwy 75 is 80 ft	11 ft to columns 15 ft to walls 41 ft from edge of Hwy to building facade	11 ft to columns** 12 ft to walls Approximately 23 ft from edge of Hwy to building facade	YES
Riparian (Trail Creek)	25 ft	No waiver	25 ft	YES

*All Setbacks are shown on Sheet L1.1 of Exhibit A.

** Setbacks are measured to the property line from the point of the building that is closest. The closest point of the building to the property line is the southwest corner at 11 feet which meets the variance granted of 11 feet along Hwy 75.

Building Height	Required	Waiver Granted	Approved	Conformance
River Street – top of roof	35 foot maximum	58 ft Elevator housing and other roof features extend above 58 ft as shown on Sheet A1-5 dated 5/1/2008	All roof projections are below the 58 ft roof-plane. The total building height on River Street is approximately 54 ft. Max height of west mechanical penthouse is 14 feet 1 inch. Max height of east mechanical penthouse is 9 feet.	YES
River Street – top of observatory	35 foot maximum	75 ft	75 ft	YES
Trail Creek	35 foot maximum	58 ft	Approximately 52 feet from finished grade to top of roof.	YES

*Building Height Calculations are shown on Sheets A3.02 and A3.04 of Exhibit A.

Floor Area Ratio (FAR)	Required	Waiver Granted	Approved	Conformance
	0.5 max	2.4 FAR	Level P2/P3 (parking level 2) – 26,165 SF Level P1 (parking level 1)– 26,100 SF Level 0 (lower level) – 21,963 SF Level 1 (ground level) – 20,402 SF Level 2 (second level) – 20,093 SF Level 3 (third level) – 18,709 SF Level 4 (fourth level) – 13,677 SF Level 5 (fifth level) – 560 SF **Total Gross Floor Area: 147,669 SF** For purposes of calculating FAR, the two levels of underground parking (Levels 2/3 and 1) are not included. Total Floor Area for FAR calculation purposes is 95,404 which includes levels 0-5. **Total Site Area:** 40,631 SF **Total FAR:** 95,404/40,631 = 2.3	YES

*Floor Area Calculations are shown on Sheet A.00 of Exhibit A.

Open Site Area	Required	Waiver Granted	Approved	Conformance
	35% with 5% allowance for private decks and patios (Net 30%)	No waiver	39.4% including outdoor pool and spa 35.8% not including pool and spa but including the common patio area	YES

*Open Site Area as shown on Sheet A.01 in Exhibit A.

Curb Cut	Required	Waiver Granted	Approved	Conformance
River Street	35% max	No waiver	29%	YES
Leadville Ave	35% max	No waiver	30%	YES

*As shown on Sheets C1.0 and C1.1 in Exhibit A.

Parking Requirement Per Use	SF of Use*	# Spaces Required	Approved	Conformance
Hotel (.66 spaces per room)	73 rooms	48	105 Spaces proposed on Levels P1 and P2/3 and 4 on-street parking spaces **Total: 109** 5 – ADA 1 – compact 86 – stackers 17 - standard	YES
Condominiums (1 space per 1,500 net sq ft)	25,604 SF	17		
+Residential guest space (1 guest space for every 4 units)	12 condominiums	3		
Conference facility (1 space per 200 sq ft seating area)	3,715 SF	19		
Retail/spa/office (1 space per 600 sq ft net floor area)	4,874 SF (includes 1,000 SF of retail and no office)	8		
Restaurant (1 space per 200 sq ft seating area)	2,668 SF	13		
TOTAL REQ SPACES		**108**		

*Square footages of each use as shown on Sheets A2.0C-A2.05 in Exhibit A.

FINDINGS REGARDING COMPLIANCE WITH THE DESIGN REVIEW STANDARDS

Per the Amended and Restated Development Agreement, the Appellation Hotel development is subject to the zoning requirements in effect at the time of the original PUD/CUP approval in 2008 (File No 08-007). What this means is that the proposed Appellation Hotel development is to be evaluated under the 2008 design review standards, not the design review criteria in effect today.

As the subject property is adjacent to Trail Creek, the proposed development is also subject to a Waterways Design Review. No changes were proposed to the approved Waterways Design Review approval from 2008 therefore no additional analysis is being provided at this time. All conditions of approval in the Waterways Design Review approval will remain in full effect and are noted in the conditions of approval below.

Criteria #1 - SITE DESIGN	Conformance
The site's significant natural features such as hillsides, mature trees and landscaping shall be preserved. Cuts and fills shall be minimized and shall be concealed with landscaping, revegetation and/or natural stone material.	YES

Finding: The 2008 Findings noted that the original development was in conformance with this standard because of the preservation of existing healthy trees, planting of new trees and proposed riparian restoration, and screening of the proposed retaining walls throughout the development with stone materials that matched that of the principal building and additional landscaping. The initial tree assessment identified that of the 83 existing trees on site, 18 trees were to be preserved and two were to be transplanted. The original development proposed 46 new trees and 118 new shrubs to be planted, which included the 5 new trees and 28 new shrubs proposed in the riparian restoration plan along Trail Creek.

The current application includes a revised landscape plan reflecting a revised planting plan, revised plaza area adjacent to the riparian area, and revised retaining walls proposed along Hwy 75 and Leadville Ave. The application proposes 48 new trees, 55 new shrubs, and 67 ornamental grasses which includes the 5 new trees and 28 shrubs proposed for the riparian restoration. No changes to the approved riparian restoration plan are being requested.

Prior to start of construction in 2016, the buildings commonly known as Trail Creek Village were demolished along with the removal of the trees designated for removal in the tree assessment. The trees slated for preservation still exist on the property today and will continue to be preserved as part of the proposed project. The Commission finds the application to be in conformance with this criterion.

Criteria #2 - COMPATIBILITY	Conformance
The structure shall be compatible with the townscape and surrounding neighborhoods with respect to height, bulk, setbacks and relationship to the street.	YES Condition #15

Finding: No changes to the building setback or height were proposed with the amended application. The applicant did make changes to the roof overhangs at the top level of the building, extending the approved 6 foot roof overhang to 18 feet with a 6 foot step in of the roof as shown on Sheet A2.06 of Exhibit A. Roof overhangs on Hwy 75 and Leadville were also reduced from the original approval. The Commission also worked with the applicant to refine the height of mechanical penthouses on the east and west sides of the building. With the refinements proposed by the applicant as reflected in Exhibit A, the Commission found the changes to the structure were compatible with the townscape and surrounding neighborhoods. Condition #15 addresses maximum heights permitted for the mechanical penthouses as reflected in Exhibit A.

Criteria #3 - COMPATIBILITY	Conformance
The project's materials, colors and signing shall be compatible with the townscape, surrounding neighborhoods and adjoining structures.	YES Conditions #13 and 14

Finding: The materials, colors, and signing are compatible with the surrounding townscape, neighborhood and adjoining structures. Through the design review process, the Commission recommended changes to the initial application's materials and colors siting a desire to be complimentary but distinct from the other hotel projects at each corner of the Main Street and River Street intersection. The approved materials palette is a warm palette with significant contrasting colors. As shown on pages 39-41 of Exhibit A, the materials proposed are wood siding, stone veneer, metal paneling, and wood accents that are compatible with the surrounding neighborhood. Condition #13 addresses the approved materials palette. Condition #14 requires submittal of a signage plan for future review by the Commission. The Commission finds that, as conditioned, the project meets this criterion.

Criteria #4 - COMPATIBILITY	Conformance
Consideration shall be given to significant view corridors from surrounding properties.	YES Condition #15

Finding: No significant changes to the building heights or potential view corridors were proposed with the application except for the addition of a mechanical penthouse on the east side of the building. This addition is a building code requirement to provide adequate emergency ingress and egress from the roof. The applicant provided visibility studies from various vantage points to demonstrate that the additional mechanical penthouse would not be visible from the street or the second floor of adjacent structures. The applicant also refined the scope of both mechanical penthouses to reduce the height as much as possible. The Commission found that the information provided, and the revisions made to the penthouses was sufficient to demonstrate the view corridors would not be impacted by the changes proposed and that this standard is met.

Criteria #5 - COMPATIBILITY	Conformance
Preservation of significant landmarks shall be encouraged and protected, where applicable. A significant landmark is one which gives historical and/or cultural importance to the neighborhood and/or community.	YES Condition #8

Finding: The subject property is now vacant, having demolished the Trail Creek Village structures in 2016. Per condition of approval #8, the current development will uphold the commitment to the community by memorializing the Trail Creek Village history in an art installation in the main lobby of the hotel. As conditioned, the Commission finds this standard is met.

Criteria #6 - ARCHITECTURAL QUALITY	Conformance
Consideration shall be given to natural light reaching public streets, sidewalks and open spaces.	YES

Finding: A solar study was prepared and reviewed as part of the 2008 approval. The current application does not request changes in building height, setbacks, roof forms, or overall building configuration that would alter the conclusions of the initial solar study. The solar study found that the sidewalk area on the corner of Main Street and River Street would remain in the sun throughout the day, even during the winter. The hotel's courtyard would receive sun most of the year except for afternoon hours in autumn, winter, and spring. Changes to the roof overhang on the southwest corner of level four would not change the conclusions of the solar study. As no changes are being proposed, the Commission finds this standard is met.

Criteria #7 - ARCHITECTURAL QUALITY	Conformance
The building character shall be clearly defined by use of sloped roofs, parapets, cornices or other architectural features.	YES

Analysis: The 2008 Findings notes that the building character is primarily defined by the various reverse pitch roofs and observatory. The current application reflects changes to the proposed materials for the roofs and observatory; however, the type of roofs (reverse pitch) and prominence of the observatory have not been altered. Additionally, the roof lines remain below the 58 ft building height maximum and the heigh of the observatory is unchanged. As no changes to the primary architectural features are being proposed, the Commission finds this criterion is met.

Criteria #8 - ARCHITECTURAL QUALITY	Conformance
There shall be continuity of materials, colors and signing within the project.	YES Condition #14

Analysis: The current application proposes material and color changes for all four sides of the building from the 2008 approval. As noted in criteria #3 above, the Commission finds the color palette to be cohesive through the building and compatible with surrounding structures and the neighborhood. Condition #14 requires a signage master plan be developed for future review and approval by the Commission. As conditioned, the Commission finds that the proposed materials are consistent and complementary to each other within the development and this criterion is met.

Criteria #9 - ARCHITECTURAL QUALITY	Conformance
There shall be continuity among accessory structures, fences, walls and landscape features within the project.	YES Conditions #13 and #12

Finding: No accessory structures are proposed for the project, however, the project does include retaining and landscape walls, fences and railings for safety and screening, and landscape features such as the landscaped area in the right-of-way on River Street. The Commission review the wall materials and heights extensively through the review process. The applicant has made reductions in wall height and introduced wood and metal railings, and wood slat screening fences that mimic the material and color palette of the balconies, window cladding, and roof eaves. These materials will provide continuity throughout the project. Additionally, the board form concrete walls will be dyed a soft beige color as shown in Exhibit A to reduce the harshness of the walls and blend more seamlessly

with the overall color palette for the project. Condition #13 outlined the approval materials palette that must be adhered to. Additionally, condition #12 addresses landscape treatments of certain walls that will be incorporated into the final landscape plan. As conditioned, the Commission finds the application meets this criterion.

Criteria #10 - ARCHITECTURAL QUALITY	Conformance
Building walls which are exposed to the street shall be in scale with the pedestrian.	YES

Finding: The Commission reviewed the building walls adjacent to streets extensively throughout the review process. The Commission requested and the applicant revised the walls heights along Hwy 75 specifically as these are the tallest exposed walls in the project. As shown on Sheet L4.0, the walls have been reduced the maximum amount possible while still providing the required fall protection from adjacent patios and balconies. The Commission requested and the applicant revised the wall height adjacent to the Gateway Plaza and the restaurant patio to be partial wall and partial railing to reduce the perceived height of the wall and make it more in scale with pedestrians. The applicant also reduced the depth of these areas to provide for more robust landscaping between the walls and the sidewalk along Hwy 75. The Commission finds that these adjustments effectively scales the wall heights to be appropriate for pedestrians and finds the application meets this criterion.

Criteria #11 - ARCHITECTURAL QUALITY	Conformance
Building walls shall provide undulation/relief thus reducing the appearance of bulk and flatness.	YES

Finding: The Commission reviewed the appearance of bulk and flatness extensively throughout the review process. Discussions focused on contrast of materials, separation between windows and materials, placement of balconies, modulation of façade elements, and roof overhangs. The application includes significant contrast between façade elements in the foreground vs. materials of the background as shown in Exhibit A which reduces the appearance of flatness of the building. The structure also includes various types of balconies including standard balconies, Juliet balconies, and no balconies on each façade that provide undulation along the façade. The structure also includes significant setbacks of the façade at the third and fourth levels of the on the River Street and Trail Creek sides of the building. The use of reverse slope roof forms reduce the bulk of the building by tapering the appearance of height from the exterior to interior portions of the building. Window placements are bordered by wood siding which separates large amounts of fenestration to break up the flatness of the building as well. As proposed, the Commission finds the application meets this criterion.

Criteria #12 - ARCHITECTURAL QUALITY	Conformance
Exterior lighting shall not have an adverse impact upon other properties and/or public streets.	YES Condition #4

Finding: The current application includes a revised lighting plan produced by Niteo, an exterior lighting consultant. All proposed exterior lighting meets the city's current light temperature limit of 2,700 Kelvin and all fixtures are full cutoff which is also required by the Ketchum municipal code. In addition to information specific to the proposed light fixtures, the plan also includes a full photometric study of the current application, demonstrating zero light trespass across the property lines on all sides except River Street. River Street is provided an exception as the 2008 approval allowed for a substantial encroachment into the right-of-way for the porte cochere of the hotel which includes downcast recessed lighting under the pass through and downcast lighting in the screen panels in the landscape island between the car circulation area and River Street. As shown in Exhibit B, no light trespasses beyond the end of the curb and gutter along River Street where the porte cochere ends. Condition #4 addresses conformance of exterior lighting with the city's dark sky ordinance to ensure future compliance. As conditioned the Commission finds this criterion is met.

Criteria #13 - ARCHITECTURAL QUALITY	Conformance
Garbage storage areas and satellite receivers shall be screened from public view.	YES

Finding: Garbage and recycling areas are entirely enclosed within the building and accessed from N Leadville Ave. The location of the proposed garbage and recycling area has not changed since the original approval in 2008. All other satellite receivers related to the project are located on the roof and sufficiently set back as to not be visible by the public at the ground level of the project. The Commission finds this criterion is met.

Criteria #14 - ARCHITECTURAL QUALITY	Conformance
Utility, power and communication lines within the development site are concealed from public view where feasible.	YES

Finding: Per the conditions of approval of the CUP, the applicant worked with Idaho Power to underground not only the power lines within the development site, but power lines that service properties further south. The applicant paid for the undergrounding of power lines along Hwy 75 and N Leadville Ave to Gem Street. The work was completed in 2019 and no above ground power lines exist today. All lines related to utilities and communication are underground and will be pulled from in street locations on Hwy 75, River St., or N

Leadville Ave. An above ground transformer is being proposed on N Leadville Ave, however is screened with a horizontal wood slat fence. The Commission finds this criterion is met.

Criteria #15 - ARCHITECTURAL QUALITY	Conformance
Door swings shall not obstruct or conflict with pedestrian traffic.	YES

Finding: Most entry doors are sliding doors. Doors that open outward do not extend onto public sidewalks. Doors shall be pursuant to International Building Code requirements. The Commission finds this criterion is met.

Criteria #16 - ARCHITECTURAL QUALITY	Conformance
Building design should include weather protection which prevents water to drip or snow to slide on areas where pedestrians gather and circulate or to adjacent properties.	YES

Finding: All proposed roofs are either flat or with a reverse pitch. These types of roof forms do not require additional snow retention devices to be placed, however, the roof drainage must be adequate to manage stormwater runoff. The project proposes a series of roof drains that connect to on-site stormwater management. The most heavily trafficked pedestrian area is the front of the hotel on River Street which is mostly protected by a large projecting port cochere with a reverse pitch to the building. Any buildup of snow on flat roofs creating a cornice must be managed by the property owner as to ensure no falling of ice and snow will occur over pedestrian walkways or gathering areas. The Commission finds this criterion is met.

Criteria #17 - ARCHITECTURAL QUALITY	Conformance
Exterior siding materials shall be of natural wood or masonry origin or similar quality. Metal siding is discouraged in all zoning districts.	YES

Finding: The original approval included the use of metal paneling as noted in the 2008 Findings. The current project continues the use of non-reflective metal siding, however, alternative color tones have been requested. As outlined in criteria #3 and #8 above, the proposed materials include wood siding, stone veneer, wood accents, and metal paneling. The Commission finds the metal paneling and proposed color of the paneling to be compatible with the surrounding structures and neighborhood. As the use of metal paneling was approved in 2008 and remains compatible today, the Commission finds that the current proposal meets this criterion.

Criteria #18 - CIRCULATION DESIGN:	Conformance
Pedestrian, equestrian and bicycle access which is adequate to satisfy demands relative to development size shall be provided. These accesses shall be located to connect with existing and anticipated easements and pathways.	YES Condition #7

Finding: No changes to the required sidewalks are being proposed with the project. The Idaho Transportation Department is working with the City of Ketchum for the reconstruction of Hwy 75 which will include one through lane, one left turn lane, a bike lane, and sidewalks on the east side of the road. The sidewalk will extend to the southern end of the property and connect with future sidewalk proposed on the east side of Hwy 75 through the Gem Streets. Final locations of bicycle racks will be reviewed and approved by the City Engineer and Planning Department prior to issuance of a building permit for the project as outlined in condition #7. As conditioned, the Commission finds this criterion is met.

Criteria #19 - CIRCULATION DESIGN:	Conformance
The building(s) is primarily accessed from the public sidewalk for the majority of the individual uses proposed. It is the intent to promote exterior circulation with numerous connections to the public sidewalk and exposure to the street. This includes utilizing arcades, courtyards and through block connections.	YES

Finding: The proposed building is accessed directly from the public sidewalks on both Main Street and River Street. There are multiple entrances accessing key interior uses such as the restaurant, retail/bakery, and hotel lobby. The project also provides a public pedestrian connection from Hwy 75 to the rear of the property, connecting to the pool/jacuzzi deck and plaza area and the public access to Trail Creek. The Commission finds the project meets this criterion.

Criteria #20 - CIRCULATION DESIGN:	Conformance
Traffic shall flow safely within the project and onto adjacent streets. Traffic includes vehicle, bicycle, pedestrian and equestrian use. Consideration shall be given to adequate sight distances and proper signage.	YES

Finding: Traffic circulation will be primarily within the three public streets and along public sidewalks fronting the building. A motor court separated from River Street by a landscaped island is proposed for drop-offs and those checking in. The entrance to the hotel garage is on the N Leadville Ave side of the project and provides forward movement entrance and exit to the hotel. The garbage and service bay is also accessed from N Leadville Ave with an approved backup turn movement to access this portion of the building. The original approval required snowmelt of N Leadville Ave not only to manage drainage concerns, but to address site distance and

stopping concerns related to vehicle travel in the winter months. The proposed project remains committed to snow melting N Leadville Ave and therefore no changes to the underlying circulation assumptions are being requested. The Commission finds the application to meet this criterion.

Criteria #21 - CIRCULATION DESIGN:	Conformance
Parking areas have functional aisle dimensions, backup space and turning radius.	YES

Finding: The underground parking areas have 24-foot aisle widths in all locations with all parking accommodated in designated parking spaces. No valet parking is permitted that will reduce the size of the drive aisles to less than 24 feet as required.

Criteria #22 - CIRCULATION DESIGN:	Conformance
Location of parking areas is designed for minimum adverse impact upon living areas within the proposed development and minimizes adverse impact upon adjacent properties with regard to noise, lights and visual impact.	YES

Finding: All parking areas are within the building except for four on street parking spaces on River Street. The entrance and exit of the parking garage is on the N Leadville Ave side of the project, across from existing residential uses. Both the garage and service bay have roll-up doors that will open and close automatically to reduce the amount of light from vehicles impacting adjacent properties. The location of the garage and service bays have not moved nor have been altered following the original approval. As no changes are being proposed to the location or configuration of the parking garage and service entrance, the Commission believes this criterion is met.

Criteria #23 - CIRCULATION DESIGN:	Conformance
Curb cuts are located away from major intersections and off high volume roadways where possible.	YES

Finding: Curb cuts are located on River Street and Leadville Avenue. The curb cuts on River are 72 feet from Main Street and 52 feet from Leadville Avenue intersection centerlines. No changes to approved curb cuts are being proposed or requested with the current application. The Commission finds the application to meet this criterion.

Criteria #24 - CIRCULATION DESIGN:	Conformance
Adequate unobstructed access for emergency vehicles, snow plows, garbage trucks and similar service vehicles to all necessary locations within the proposed project is provided.	YES

Finding: Emergency vehicles and snow plows will utilize the city streets. As noted above, a large portion of N Leadville Ave will be snow melted which will minimize snow plowing in that area. Garbage trucks and service and delivery vehicles will enter the underground parking and loading area directly from Leadville Avenue. The current application is required to meet all requirements for the 2018 building and fire codes which require additional ingress and egress for emergency purposes. Final review of the amended encroachment agreement and compliance with applicable building and fire codes will be completed at the time of building permit review. The Commission finds the application meets this criterion.

Criteria #25 - CIRCULATION DESIGN:	Conformance
The project is designed so as to provide adequate snow storage areas or removal for snow cleared from the parking areas and roadways within the project. (50 percent).	YES

Finding: No snow removal areas are needed because on-site parking is underground, and all sidewalks and the motor court at the hotel's main entrance are to have a snow-melt system. No changes to the proposed snow melt system are being proposed or requested with the current application. The Commission finds the application meets this criterion.

Criteria #26 - LANDSCAPE QUALITY:	Conformance
Substantial landscaping is to be provided, which is in scale with the development and which provides relief from and screening of hard surfaces. Total building surface area and street frontage will be considered when determining whether substantial landscape is being provided. (Landscaping shall be defined as trees, shrubs, planters, hanging plants, ground cover and other living vegetation).	YES Conditions #5, #11, and #12

Finding: The applicant has provided adequate landscape buffering of hard surfaces with the increased landscaping shown on Sheet L3.0 of Exhibit A along Hwy 75 and Leadville Ave adjacent to proposed board formed concrete walls. The Commission reviewed the landscaping plan extensively to ensure that all hard surfaces were screened appropriately and that wall heights were in scale with pedestrians as required in criteria #10. Conditions #5, #11, and #12 address additional landscape requirements as outlined by the Commission during the review process. As conditioned, the Commission finds the application meets this criterion.

Criteria #27 - LANDSCAPE QUALITY:	Conformance
Landscape materials and vegetation types specified shall be readily adaptable to a site's microclimate, soil conditions, orientation and aspect, and shall serve to enhance and compliment the neighborhood and townscape. Consideration should be given to the use of native, drought-resistant plant materials.	YES Condition #5

Finding: A revised landscape plan has been provided with the current application. The planting types are appropriate for the Ketchum microclimate and are compatible with landscaping treatments along Hwy 75 and Leadville Ave. Final landscaping for the landscape island in River Street will be reviewed and approved at the time of building permit application per condition #5. The Commission finds the application to meet this criterion.

Criteria #28 - LANDSCAPE QUALITY:	Conformance
The preservation of existing significant trees, shrubs and important landscape features (mapped in accordance with Site Design, Paragraph 1) shall be encouraged.	YES Conditions #2,6, and 10

Finding: The approved project included the preservation of eighteen (18) trees, seven (7) of which were considered resource trees, to be preserved in their current location. Two other trees were to be transplanted. The construction mitigation plan evaluated in 2016 noted preservation of the identified trees, which remain on site today. No changes to the tree preservation plan are being proposed and future construction activities must demonstrate adequate preservation of trees and surrounding riparian area. Conditions #2, #6 and #10 provide for protections of existing vegetation and oversight of construction management activities for the project. The Commission finds the application meets this criterion.

Criteria #29 - LANDSCAPE QUALITY:	Conformance
Landscaping shall provide a substantial buffer between land uses, including, but not limited to, structures, streets and parking lots. The development of landscaped public courtyards, including trees and shrubs where appropriate shall be encouraged.	NO Conditions #5, 11, and 12

Finding: The applicant has made revisions to the landscape plan as shown on Sheet L3.0 of Exhibit A. Substantial landscape buffer is provided on all sides of the project including Hwy 75, Leadville Ave, and Trail Creek. On the River Street side of the application, a landscape buffer within the right-of-way is proposed that screens the hotel entrance. Conditions #5, #11, and #12 address the landscaping within the right-of-way of River Street and additional landscape buffering requested by the Commission between the

paver terrace and the riparian area and the pool level and adjacent residential property. As conditioned, the Commission finds the application meets this criterion.

Criteria #30 - ENERGY DESIGN:	Conformance
Consideration shall be given to proper solar orientation within the project. Recognition shall be given to the solar benefits of adjoining properties. (A sun chart as a means of understanding the solar possibilities and limitations shall be encouraged)	YES

Finding: A solar study was provided to inform the original approval. The hotel's courtyard is sunny except for certain afternoon hours in autumn, winter and spring. Solar access for Kentwood Lodge and 200 South Leadville Townhomes is affected at certain times of day particularly in the winter. Leadville Avenue is also shaded much of the day in winter; the applicant is proposing to provide a snow melt system for a portion of Leadville. Ultimately, the project was approved with the understanding that a building built per the by-right allowances of the zoning regulations would have the same impact as the building proposed and therefore additional height waivers were provided. No changes to the approved height waivers are being requested therefore no changes to the project's conformance with this criteria are occurring with the current application. The Commission finds that the application meets this criterion.

Criteria #31 - PUBLIC AMENITIES:	Conformance
Pedestrian amenities are encouraged for all projects and shall be required for commercial uses. Amenities may include, but are not limited to benches and other seating, kiosks, telephone booths, bus shelters, trash receptacles, restrooms, fountains, art, etc. The use of "Ketchum Streetscape Standards" shall be encouraged.	YES Conditions #7 and #11

Finding: The applicant has provided a landscape plan included in Exhibit A that outlines locations for benches and public art installations. Conditions #7 and #11 outline additional requirements for placement of trash receptacles and other public amenities to be reviewed and approved by city staff prior to issuance of a building permit. As conditioned, the Commission finds the application meets this standard.

Criteria #32 - GREEN BUILDING:	Conformance
Consideration shall be given to green building features within the project. Recognition shall be given to projects that achieve the United States Green Building Council's LEED Certification or earn the Environmental Protection Agency's Energy Star Label. Projects are encouraged to consider energy conservation, indoor air quality, water use, location, waste reduction, recycling and use of sustainable construction materials.	YES

Finding: The original approval outlined a set of green building measures that would be deployed with the project that all remain in place today. Additionally, the residential condominium portions of the project must meet the city's green building code requirements of a LEED, NGBS, or similar "Silver" rating. Finally, the project must also comply with the requirements of the 2018 International Energy Code Council, many of which are above and beyond commitments made to the project in 2008. The Commission finds the application meets this criterion.

Waterways Design Review Criteria	Conformance
Criteria outlined in the 2008 Design Review approval dated September 8, 2008. References 2008 code sections of 17.88.060.E(1-19)	YES Condition #10

Finding: No changes are proposed to the riparian restoration previously approved with the project in 2008. All findings outlined in the 2008 Waterways design review approval remain accurate. Condition #10 addresses items related to the Waterways Design Review approval that will be met with the current application. As conditioned, the Commission finds the application still meets the applicable Waterways Design Review criterion.

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 Design Review application for the development and use of the project site.

2. The Commission has authority to hear the applicant's Design Review Application pursuant to Chapter 17.96 of Ketchum Municipal Code Title 17.

3. The City of Ketchum Planning Department provided notice for the review of this application in accordance with Ketchum Municipal Code §17.96.080.

4. The Design Review application is governed under Ketchum Municipal Code Chapters 17.96, 17.124, 17.08, 17.12, 17.18, and 17.128.

5. The Design Review application meets all applicable standards specified in Title 17 of Ketchum Municipal Code.

DECISION

THEREFORE, the Commission **approves** this Design Review Application File No. P22-059 this Tuesday, February 14, 2023 subject to the following conditions of approval.

CONDITIONS OF APPROVAL

1. Ketchum water, sewer, fire, and building department requirements shall be met.
2. Design review elements shall be completed prior to final inspection/occupancy.
3. This Design Review approval is based on the plan sheets dated as referenced in Exhibit A. Building Permit Plans must conform to the approved Design Review plans unless otherwise approved in writing by the Commission or the Planning and Zoning Administrator. Any building or site discrepancies which do not conform to the approved plans will be subject to removal.
4. The Civil Drawings included as Sheets C0.1, C1.0, C1.1, and C1.2 of Exhibit A are preliminary only and must be revised to match the approved landscape plan on Sheet L3.0 prior to building permit application. Final civil drawings prepared by an engineer registered in the State of Idaho which include specifications for right-of-way, utilities, and drainage improvements shall be submitted for review and approval by the City Engineer, Streets, and Utilities departments prior to issuance of a building permit for the project.
5. This Design Review approval is subject to the requirements of the Amended and Restated Development Agreement dated October 5, 2015 and all subsequent amendments.
6. The existing mature trees that are indicated to be preserved or transplanted shall be fenced at the dripline and protected from construction impacts. The survival of all trees shall be guaranteed for a period of two years. Any tree that is more than 50% dead (as determined by the City's Arborist) within two years of issuance of Certificate of Occupancy shall be replaced with a specimen tree of significant size in a location as near to the existing location as feasible.

7. Any exterior telecommunication devices shall be located on a flat portion of the roof and not visible from surrounding properties.
8. Exterior lighting shall comply with exterior lighting plans in Exhibit B. Any changes to exterior lighting must be submitted for review and approval by the Planning Department at the time of building permit application.
9. Landscaping within the island between the motor court and River Street shall allow for adequate site distance. Final street tree species selection and locations shall be approved by the City Arborist prior to building permit issuance. The final landscape plan shall be submitted to the Planning Department for review and approval at the time of building permit application.
10. An ISA Certified Arborist shall be retained by the developer to (b) provide monthly site visits with the City Arborist during construction to ensure compliance with the approved Tree Preservation Plan.
11. The pedestrian amenities within the public street right-of-way areas shall include at a minimum:
    a) Sidewalks shall be a minimum width of 6 feet on Main Street, as shown but not less than 5 feet on River Street, and 5 feet on Leadville Ave.
    b) Sidewalk along Main Street shall extend south to the bridge to Trail Creek Crossings.
    c) Bike racks, trash receptacles, benches and other amenities shall be incorporated in the final landscape plan submitted at building permit application for review and approval by the Planning Department.
12. Photographs of the previous Trail Creek Village buildings shall be displayed in a publicly accessible location within the hotel and installed prior to issuance of a Certificate of Occupancy.
13. At the time of building permit application, prior to issuance of a building permit, and prior to any on-site excavation or work, a construction activity plan shall be submitted to the Planning Department for review and approval pursuant to the requirements of Title 15 of the Ketchum Municipal Code.
14. The following conditions related to the Waterways Design Review shall be met:
    a) A floodplain development permit including a detailed plant materials list, detailed plans for riparian restoration, and plans for protection of riparian area and the creek (from debris, chemicals, and erosion) during construction shall be submitted for review and approval by the Planning Department prior to issuance of a building permit.
    b) Riparian vegetation and other landscaping shall be maintained in perpetuity as shown on approved plans.
    c) Construction and silt fencing shall be located at the twenty-five (25) foot setback line prior to issuance of a building permit and shall remain in place for the duration of construction to limit the disturbance to the riparian areas. No construction materials shall be placed, and no construction staging shall occur within the riparian setback at any time. Prior to start of riparian restoration, a construction activity plan specifically focused on the riparian work must be submitted for review and approval by the Planning Department.

d) No decks, patios, outdoor furnishings, or exterior lighting shall be installed within the twenty-five (25) foot riparian zone. No maintenance, including mowing, trimming, and removal, of vegetation within the riparian zone shall take place without written prior approval from the Planning Department.
e) A single, natural (stone, gravel, decomposed granite or similar) walkway to the water's edge shall be constructed.

15. The applicant shall provide for an appropriate landscaped buffer, signage, and trash receptacles between the lower paver terrace and the riparian area for the purpose of a) protecting the riparian area from damage and debris, b) focusing access to the creek to one location, c) reduce the likelihood of social trail development, and d) educating the public and visitors about the riparian area and Trail Creek. The landscape buffer may include hedges, fences, and other vertical elements that provide visibility into the riparian area but deter from multiple access points. A revised landscape plan demonstrating this requirement must be submitted for review and approval by the Planning Department at the time of building permit application.
16. The applicant shall provide for vertical landscape elements or other similar treatment along the board form concrete walls adjacent to the residential property to the southeast of the subject property for the purpose of softening the look and feel of the concrete wall. A revised landscape plan demonstrating this requirement must be submitted for review and approval by the Planning Department at the time of building permit application.
17. The approved materials palette is as shown in Exhibit A. Any changes to materials or location of material placements must be review and approved by the Planning Department prior to any constructed changes. Changes may be subject to review by the Planning and Zoning Commission at the discretion of the Planning and Zoning Administrator.
18. A signage master plan shall be submitted for Commission review and approval prior to installation and prior to the issuance of Certificate of Occupancy. Review of the signage master plan does not require a public hearing.
19. Height of mechanical penthouses shall be a maximum of 14 feet 1 inch above the roof line for the west penthouse and a maximum of 9 feet above the roof line for the east penthouse as shown on Sheets A3.02 and A3.04 of Exhibit A. Mechanical equipment that exceeds this height may be subject to review and approval of the Planning and Zoning Commission.
20. A building permit shall be submitted pursuant to the terms and timelines outlined in the 2nd Amendment to the Amended and Restated Development Agreement as approved by City Council. Failure to submit the required application materials and pay applicable fees per the agreement shall result in this Design Review approval becoming null and void.
21. In addition to the requirements set forth in this Design Review approval, this project shall comply with all applicable local, state, and federal laws.

Findings of Fact **adopted** this 14th day of February 2023.

Neil Morrow, Chair
City of Ketchum
Planning and Zoning Commission

City of Ketchum

EXHIBIT A:

Appellation Hotel Narrative and Approved Plans

MEMORANDUM

TO: Mr. Jack Bariteau/HH LLC
Morgan Landers/City of Ketchum

FROM: John C. Davis

DATE: February 7, 2023

SUBJECT: Design Review Application / FINAL
Appellation/Sun Valley Hotel
Ketchum, Idaho

The enclosed "Final Design Review Application" package is submitted to memorialize all of the final design adjustments as agreed and approved at the January 31, 2023 Planning and Zoning Commission meeting. Following is a summary description of the changes to the contents of this Application as revised / updated to reflect the approved design.

1.0 Design Review Application

The Application is different only in the minor adjustment to Gross Floor Area from 147,820 s.f. to 147,669 s.f. See Drawing Sheet A.00 and attached Table I which have been updated to reflect:

1.1 Reduction of area at the roof level due to reduction in size of the East Mechanical Penthouse.

1.2 Slight increase in area at the P1 Level resulting from the re-orientation of the Pool 90 degrees at the Deck Level above.

The new Gross Floor Area remains well under the approved maximum of 149,325 s.f.

2.0 Tables 2 and 2.1.R1

These tables are revised slightly due to the reconfiguration of the P1 Level Floor Plan. See Sheet A2.0B. As above, the re-orientation of the Pool has yielded more usable floor area for Back-Of-House and Hotel Services spaces. These areas flow through the Table 2 Hotel Matrix values as indicated and do not alter any CUP conditions or requirements negatively.

3.0 Table III

Table III was updated to reflect an increase in allowable residential s.f. "Site Open Space" percentage remains unchanged at 35.8%.

4.0 Table IV

No change from previous Application.

S5.0 Attached Drawing Package

5.1 *Civil Drawing Sheets C0.1 through C1.2.* As we discussed, these Sheets have not been updated as yet, pending conditions of approval and further review with City Agency Staff. They shall be updated in the Building Permit Stage.

5.2 *Landscape Drawings L1.0 through L4.0.* These sheets have been updated reflecting design changes as approved by Staff and Commission.

5.3 Architectural Drawings

a. *Sheet A0.0.* Gross Building Areas have been updated reflecting plan adjustments at P1 and O5 Roof Levels.

b. *Sheet A0.1.* Site Open Area was adjusted reflecting Pool Deck reconfiguration and reduction of West Patio.

c. *Floor Plans.* Only plans at Floors P1 and O5 Roof have been revised as outlined above.

d. *Sheet A2.06A.* A full Roof Plan has been included indicating roof overhang dimensions as approved and reduced East Penthouse.

e. *Sheet A2.10.* Area statistics have been revised for P1 and O5/Roof Levels.

f. *Exterior Elevations.* The final approved exterior elevation sheets are incorporated in this Package and included in the revised roof overhangs and the 58 foot height plan diagrams as requested.

g. *Materials Board Sheets.* The materials board sheets have been updated to include the revised / approved materials and color scheme.

h. *Renderings.* The updated and approved Design Review perspective views are included.

Very truly yours,

John C. Davis, AIA, NCARB
Executive Vice President

cc: M. Hornberger/HWI
14695.1.2.1/2.1

170 Maiden Lane
San Francisco, CA 94108
415.391.1080
design@hwiarchitects.com
www.hornbergerworstell.com

City of Ketchum
Planning & Building

OFFICIAL USE ONLY
File Number:
Date Received:
By:
Pre-Application Fee Paid:
Design Review Fee Paid:
By:

Design Review Application

Please submit your completed application electronically to: planningandzoning@ketchumidaho.org

APPLICANT INFORMATION			
Project Name: APPELLATION/SUN VALLEY		Phone:	(650) 906-5636
Owner: Harriman Ketchum Hotel, LLC		Mailing Address:	P.O. Box 84 Sun Valley, ID 83353
Email: jack@waypointsunvalley.com			
Architect/Representative: John C. Davis, AIA		Phone:	(415) 391-1080, Ext. 103
Email: davis@hwiarchitects.com		Mailing Address:	Hornberger + Worstell, Inc. 170 Maiden Lane, Suite 700, San Francisco, CA 94108
Architect License Number: AR-985003			
Engineer of Record: IMEG / Peter Monroe		Phone:	(503) 274-1823
Email: peter.d.monroe@imegcorp.com		Mailing Address:	1022 SW Salmon St., Suite 300 Portland, OR, 97205
Engineer License Number: Idaho 7227			
Primary Contact Name and Phone Number: Jack Bariteau, Managing Member, (650) 906-5636			

PROJECT INFORMATION			
Legal Land Description: Lot 2, Block 83, Ketchum Townsite		Street Address: 300 River St. East	
Lot Area (Square Feet): 40,631 Sq. Ft.	Zoning District: Tourist (T)		RPK #:
Overlay District: ☒Floodplain	☐ Avalanche	☐Mountain	☐None
Type of Construction: ☒New	☐Addition	☐Remodel	☐Other
Anticipated Use: Hotel 79 Keys		Number of Residential Units: 12 Units	

GROSS FLOOR AREA		
	Proposed	**Existing**
Basements	See Attached Table Sq. Ft.	Sq. Ft.
1st Floor	Sq. Ft.	Sq. Ft.
2nd Floor	Sq. Ft.	Sq. Ft.
3rd Floor	Sq. Ft.	Sq. Ft.
Mezzanine	Sq. Ft.	Sq. Ft.
Total	147,669 Sq. Ft.	N/A Sq. Ft.

FLOOR AREA RATIO		
Community Core:	Tourist: 0.5 (2.3 Permitted)	General Residential-High:

BUILDING COVERAGE/OPEN SPACE
Percent of Building Coverage: 56.0%

DIMENSIONAL STANDARDS/PROPOSED SETBACKS			
Front: 3′ (Approved)	**Side:** 5′ Leadville	**Side:** 11′ Hwy 75	**Rear:** 25′ Minimum
Building Height: 58′ to Roof Plane (Maximum)			

OFF STREET PARKING		
Parking Spaces Provided: 109 Spaces	Curb Cut: Sq. Ft.	29% River St.; 30% Leadville

WATER SYSTEM	
☒ Municipal Service	☐ Ketchum Spring Water

The Applicant agrees in the event of a dispute concerning the interpretation or enforcement of the Design Review Application in which the city of Ketchum is the prevailing party, to pay the 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 Date **FEBRUARY 7, 2023**

DESIGN REVIEW APPLICATION CERTIFICATION OF COMPLETENESS

Project Name: Appellation/Sun Valley	Reviewed by:
Date: February 7, 2023	Time:

REQUIRED DOCUMENTS (CHECK ALL THAT APPLY):

☒ Design review application form including project name, location, applicant, owner, project representatives and contact information.

☒ One (1) PDF electronic set of the complete application containing all requirements as listed below, plans appropriately scaled, shall be submitted. Electronic record of the materials and color sample board may be satisfied with photos. One (1) hardcopy set of scalable plans showing at a minimum the following:

☒ Vicinity map, to scale, showing the project location in relationship to neighboring buildings and the surrounding area. Note: a vicinity map must show location of adjacent buildings and structures.

☒ Drainage plan (grading, catch basins, piping, and dry-wells).

☒ Utilities plan (location and size of water and sewer mains and services, gas, electric, TV and phone).

☒ Site plan, to scale, showing proposed parking (including parking stall dimensions), loading, general circulation and snow storage. List square footage of subject property including lot dimensions.

☒ Landscape plan (existing landscaping on the site shown and adjacent right-of-way as retained, relocated or removed; proposed landscaping including species type, size and quantity).

☒ Floor plan. List gross and net square footage for each floor. List occupancy classification and type of construction.

☒ Detailed elevations of all sides of the proposed building and other exterior elements (colors, materials).

☒ Exterior lighting plan, pursuant to chapter 17.132, showing location, height, type and lumen output; spec sheets for fixtures; illuminance levels/photometrics for exterior lighting.

☒ Photometric analysis prepared by MH Companies (see city Right-of Way and Lighting Standards at https://www.ketchumidaho.org/sites/default/files/fileattachments/streets_amp_facilities/page/2851/row_standards_-_2022.pdf) showing placement of street light fixtures and average and maximum footcandle illumination along the sidewalk adjacent to the project.

☒ One (1) 11” x 17” materials and colors sample board showing all exterior materials used on the façade of the structure. A digital copy may be sufficient as approved by the Administrator.

☒ At least one week prior to the scheduled Commission meeting, on the site applicant shall stake the building corners for all proposed buildings and additions, all trees proposed to be removed shall be flagged and the applicant shall install story poles, or other height delineation method pre-approved by the Administrator, at the maximum roof peaks of the proposed buildings. Documentation of this work shall be provided to the project planner one week prior to the meeting. Failure by the applicant to perform this work one week prior to the Commission meeting shall result in a continuation of the project for consideration.

☒ For projects requiring pre-application design review, a model or computer simulation renderings, as described in subsection 17.96.010(C) of this chapter shall be required.

- For new multi-tenant buildings, a master signage plan shall be submitted.
- The Administrator may waive some submittal requirements if it is determined the information is not relevant to the design review.
- Other information as required by the Administrator or the Commission.
- Design review fee shall be submitted as described in section 17.96.100 of this chapter.

STAFF COMMENTS:

MEMORANDUM

TO: Mr. Jack Bariteau/HH LLC
Suzanne Frick/City of Ketchum
Morgan Landers/City of Ketchum

FROM: John C. Davis

DATE: February 7, 2023

SUBJECT: Final Design Review Application Package
Attachments to Application Information
Appellation/Sun Valley Hotel
Ketchum, Idaho

I. Building Gross Floor Area Summary Comparison to Approved

Design Requirement Element	Description	2022/23 Proposed Appellation Hotel *	2008 Development Agreement	2016 Approved Permit Documents
P3/P2 Level	Underground Parking	26,165 sf	23,575 sf	26,373 sf
P1 level	Underground Parking; BOH: Hotel Support, Spa	26,100 sf	27,700 sf	25,014 sf
Basements Subtotal		**52,265 sf**	**51, 275 sf**	**51,387 sf**
00 level	Meeting Rooms & Support; Kitchens; BOH; Guestrooms	21,963 sf	20,900 sf	21,444 sf
Ground Floor	Guestrooms: Reception Lobby; Dining, Kitchens; BOH; Retail	20,402 sf	21,650 sf	21,156 sf
2nd Floor	Guestrooms	20,093 sf	20,800 sf	20,665 sf
3rd Floor	Guestrooms; Residential Units; Lock-Off Keys	18,709 sf	19,890 sf	18,514 sf
4th Floor	Residential Units; Lock-Off Keys	13,677 sf	14,260 sf	14,463 sf
Roof	Observatory	560 sf	550 sf	1,600 sf
Hotel Gross		**95,404**	**98,050**	**97,842**
Totals		**147,669 sf**	**149,325 sf**	**149,229 sf**

*Refer to Drawing A0.0 for Floor Area Calculations

170 Maiden Lane
San Francisco, CA 94108
415.391.1080
design@hwiarchitects.com
www.hornbergerworstell.com

TABLE 2: HOTEL MATRIX/APPELLATION HOTEL

APPELLATION HOTEL PROPOSED		
HOTEL CONFIGURATION	**UNITS**	**SQUARE FEET**
Guest Rooms/ SqFt	73	32,148
Residence "Lock-Off" Keys	6	See below
Hotel Key Room Count Hotel Bed Count	79 82	
Residence Units/ SqFt	12	25,604
BOH Circulation; Support; [1] Interior Public Spaces		29,709
TOTAL HOTEL SQ. FT.		**87,461**
RESIDENTIAL CONFIGURATION		
Residential Condominiums (Non-Hotel Residential)	12	22,849
Residence Lock-Off Rooms	6	2,755
Net Residential Sq. Ft.		25,604
Permitted Non-Hotel Residential (Hotel Sq. Ft. / .75 – Hotel Sq. Ft.)		29,154
OVER/(UNDER)		(3,550)

2008 DEVELOPMENT AGREEMENT		
HOTEL CONFIGURATION	**UNITS**	**SQUARE FEET**
Guest Rooms	73	
SqFt		45,844
Condominium Units	6	
SqFt		11,770
Hotel Key Count	79	
Hotel Bed Count	82	
BOH Circulation Support and Interior Public Spaces (SqFt)		25,626
TTL HOTEL SqFt		**83,240**
RESIDENTIAL CONFIGURATION		
Residential Condominiums		14,260
(Non-Hotel Residential)		
Less 17% Circulation		(2,424)
Net Residential Sq. Ft.		11,700
Permitted Non-Hotel residential (Hotel Sq Ft/ .75 – Hotel Sq Ft		27,747
OVER/(UNDER)		(15,977)

Footnotes: [1] See floor plans for areas of individual spaces included; BOH includes operations spaces; support includes kitchens, housekeeping, storage for hotel uses.

170 Maiden Lane
San Francisco, CA 94108
415.391.1080
design@hwiarchitects.com
www.hornbergerworstell.com

III. Conditional Use Permit Parameters for Appellation and Comparison to Approved CUP

Design Requirement Element	2022 Proposed Appellation Hotel	2008 Development Agreement	2016 Approved Permit Documents
Height/Bulk	58 ft to Roof Plane 75 ft to Top of Observatory	58 ft to Roof Plane 75 ft to Top of Observatory	(Unchanged) (Unchanged)
Gross Building Area	147,820 sf	149,325 sf	149,229 sf
Guestroom Keys	73	73	65
Condominium Residences	12	6	14
Condo Lock-Off Hotel Key Units	6	6	14
Total Hotel Keys	**79**	**79**	**79**
Allowable Residential Sq. Ft.	29,154	27,747	27,462
Proposed Residential Sq. Ft.	25,604	11,700	27,047
Parking Spaces	109	97	108
Setbacks: River St.	3 ft	3 ft (Permitted)	3 ft
Rear (Trail Creek)	9 ft	9 ft (Permitted)	9 ft
Leadville Ave.	5 ft	0 ft	3 ft
Highway 75	11 ft to columns 12 ft to walls (tbd)	11 ft to columns 15 ft to walls 41 ft to road	9 ft 13 ft 39 ft
Riparian	25 ft min.	25 ft min.	25 ft min.
Site Open Space: 30% (Net)	35.8%	30.08% (Approved)	30.1%
Floor Area Ratio	2.33	2.4	2.4
Curb Cuts River St. 30%	29.0%	29.0%	29.0%
Leadville: 35%	30.0%	29.5%	27.6%

170 Maiden Lane
San Francisco, CA 94108
415.391.1080
design@hwiarchitects.com
www.hornbergerworstell.com

IV. Parking Requirement Table: Appellation Hotel (Valet Parking)

APPELLATION HOTEL PROPOSED		
Use	**Requirement**	**# Spaces Required**
Hotel	.66 Spaces Per Room X 73 Rooms	48.18
Condominiums and Residential Guest Space	1 Space per 1,500 NSF (x 25,604) 1 Guest Space per 4 Units (x 12)	17.0 3.0
Conference Facilities	1 Space per 200 sf Seating Area (x 3,715 sf)	18.75
Retail/Spa/Office	1 Space per 600 sf of NSF (x 4,874)	8.1
Restaurant	1 Space per 200 sf of Seating Area (x 2,668 sf)	13.34
Total required Parking/Appellation		**108.37 Spaces**
Total Provided	**105 Structured/Valet Plus 4 Street Spaces**	**109 Spaces**

Parking Comparison:

2008 DEVELOPMENT AGREEMENT		
Use	**Requirement**	**# Spaces Required**
Hotel	.66 Spaces Per Room X 73 Rooms	48.18
Condominiums and Residential Guest Space	1 Space per 1,500 NSF (x 11,770) 1 Guest Space per 4 Units (x 6)	7.84 1.50
Conference Facilities	1 Space per 200 sf Seating Area (x 3,270 sf)	16.35
Retail/Spa/Office	1 Space per 600 sf of NSF (x 3,715 sf)	6.19
Restaurant	1 Space per 200 sf of Seating Area (x 3,390 sf)	16.95
Total required Parking/2008		**97.01 Spaces**
Total Provided	**93 Structured/Valet Plus 4 Street Spaces**	**97 Spaces**

John C. Davis, AIA, NCARB
Executive Vice President

cc: M. Hornberger/HWI
14695.1.2.1/2.1

170 Maiden Lane
San Francisco, CA 94108
415.391.1080
design@hwiarchitects.com
www.hornbergerworstell.com

APPELLATION HOTEL
Ketchum, Idaho

2022 Hotel Square Footage Table 2.1.R1
Updated to Conform to "2016 Determination" Standards
9/19/2022 *Updated February 7, 2023*

Use		Square Footage	SF toward Hotel SF Uses	Guestrooms	Residential SF
P2/P3					
Parking		18,300	-		
Circulation		740	-		
BOH		550	550		
Mechanical		2,479	-		
Support/Service		479	-		
Owner Storage		1,392	-		
	Total		**550**		
P1					
Parking		12,555	-		
Circulation		1,977	-		
BOH		3,709	3,709		
Service		1,897	1,897		
Mechanical		1,051	-		
SPA/Fitness		3,874	3,874		
	Total		**9,480**		
Level (00)					
Banquet Room		2,683	2,683		
Meeting Rooms		1,032	1,032		
Bathrooms		535	535		
Prefunction		1,676	1,676		
Housekeeping		70	70		
BOH		1,907	1,907		
Kitchens		3,075	3,075		
Circulation		2,377	-		
Guestrooms				5,164	
	Total		**10,978**		
Level 1					
Restaurant		2,668	2,668		
Kitchen		1,121	1,121		
Retail		1,000	1,000		
Bathrooms		387	-		
Circulation		2,163	-		
BOH/Front Office		552	552		
Lobby/Living Room		2,704	2,704		
Bar/Bakery		656	656		
Front Desk		(Included)	-		
Guestrooms				7,832	
	Total		**8,701**		

2008 Design Review Summary		**2016 Determination Summary**		**2023 Summary Final**	
Guestrooms	45,844	Guestrooms	26,962	Guestrooms	32,148
Condos	11,770	Condos	27,047	Residences	25,604
Other Hotel Uses	25,626	Other Hotel Uses	28,379	Other Hotel Uses	29,709
Total Hotel SF	**83,240**	**Total Hotel SF**	**82,388**	**Total Hotel SF**	**87,461**

Permitted Non-Hotel Residential:

87,461 SF ÷ .75 = 116,615 - 87,461 = **29,154** SF

Residential Provided: 25,604 SF

Over/(Under): **(3,550)** SF

APPELLATION HOTEL
Ketchum, Idaho

2022 Hotel Square Footage Table 2.1.R1
Updated to Conform to "2016 Determination" Standards
9/19/2022 *Updated February 7, 2023*

Use	Square Footage	SF toward Hotel SF Uses	Guestrooms	Residential SF
Level 2				
Guestrooms			16,509	
Circulation	2,626	-		
Housekeeping	148	-		
Level 3				
Guestrooms			2,643	
Circulation	1,793	-		
Housekeeping	152	-		
Residences Lock-Off Rooms				2,337
Residences (Non-Hotel)				10,930
Level 4				
Residences Lock-Off Rooms				418
Residences (Non-Hotel)				11,919
TOTALS		**29,709**	**32,148**	**25,604**
TOTAL HOTEL SQUARE FOOTAGE				**87,461**

Appellation | Sun Valley

KETCHUM, IDAHO

FINAL DESIGN REVIEW APPLICATION

February 7, 2023

Hornberger + Worstell

Architects and Planners
170 Maiden Lane
San Francisco, CA 94108

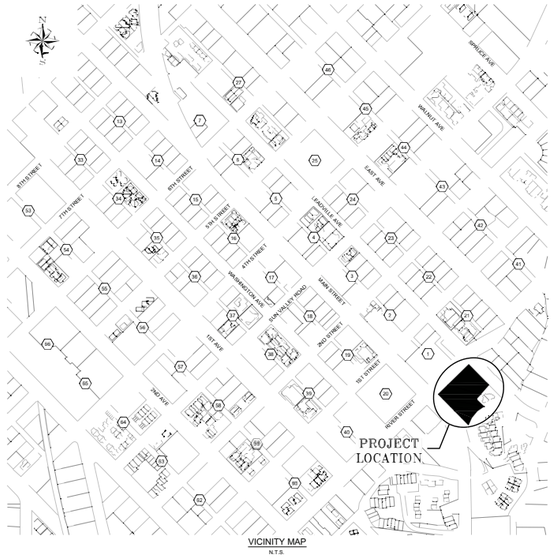
415.391.1080
design@hwiarchitects.com

Prepared for:
Harriman Ketchum Hotel LLC
Sun Valley, Idaho

APPELLATION HOTEL / SUN VALLEY
SEPTEMBER 2022

CONSTRUCTION NOTES

1. ALL CONSTRUCTION SHALL BE IN CONFORMANCE WITH THE MOST CURRENT EDITION OF THE "IDAHO STANDARDS FOR PUBLIC WORKS CONSTRUCTION" (ISPWC) AND CITY OF KETCHUM STANDARDS. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING AND KEEPING A COPY OF THE ISPWC AND CITY OF KETCHUM STANDARDS ON SITE DURING CONSTRUCTION.
2. THE LOCATION OF EXISTING UNDERGROUND UTILITIES ARE SHOWN ON THE PLANS IN AN APPROXIMATE WAY. THE CONTRACTOR SHALL BE RESPONSIBLE FOR LOCATING EXISTING UTILITIES PRIOR TO COMMENCING AND DURING THE CONSTRUCTION. THE CONTRACTOR AGREES TO BE FULLY RESPONSIBLE FOR ANY AND ALL DAMAGES WHICH RESULT FROM HIS FAILURE TO ACCURATELY LOCATE AND PRESERVE ANY AND ALL UNDERGROUND UTILITIES. CONTRACTOR SHALL CALL DIGLINE (1-800-342-1585) TO LOCATE ALL EXISTING UNDERGROUND UTILITIES A MINIMUM OF 48 HOURS IN ADVANCE OF EXCAVATION.
3. CONTRACTOR SHALL COORDINATE RELOCATIONS OF DRY UTILITY FACILITIES (POWER, CABLE, PHONE, TV) WITH THE APPROPRIATE UTILITY FRANCHISE.
4. THE CONTRACTOR SHALL CLEAN UP THE SITE AFTER CONSTRUCTION SO THAT IT IS IN A CONDITION EQUAL TO OR BETTER THAN THAT WHICH EXISTED PRIOR TO CONSTRUCTION.
5. THE CONTRACTOR SHALL OBTAIN ALL NECESSARY PERMITS PRIOR TO CONSTRUCTION (THIS MAY INCLUDE ENCROACHMENT PERMITS AND NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM (NPDES) CONSTRUCTION GENERAL PERMIT (CGP) PERMIT COVERAGE).
6. ALL CLEARING & GRUBBING SHALL CONFORM TO ISPWC SECTION 201.
7. ALL EXCAVATION & EMBANKMENT SHALL CONFORM TO ISPWC SECTION 202. SUBGRADE SHALL BE EXCAVATED AND SHAPED TO LINE, GRADE, AND CROSS-SECTION SHOWN ON THE PLANS. THE SUBGRADE SHALL BE COMPACTED TO 95% OF MAXIMUM DENSITY AS DETERMINED BY ASTM D-698. THE CONTRACTOR SHALL WATER OR AERATE SUBGRADE AS NECESSARY TO OBTAIN OPTIMUM MOISTURE CONTENT. IN-LIEU OF DENSITY MEASUREMENTS, THE SUBGRADE MAY BE PROOF-ROLLED TO THE APPROVAL OF THE ENGINEER.
   - PROOF-ROLLING: AFTER EXCAVATION TO THE SUBGRADE ELEVATION AND PRIOR TO PLACING COURSE GRAVEL, THE CONTRACTOR SHALL PROOF ROLL THE SUBGRADE WITH A 5-TON SMOOTH DRUM ROLLER, LOADED WATER TRUCK, OR LOADED DUMP TRUCK, AS ACCEPTED BY THE ENGINEER. THE CONTRACTOR SHALL IMMEDIATELY NOTIFY THE ENGINEER OF UNSUITABLE SUBGRADE MATERIAL AREAS, AND/OR AREAS NOT CAPABLE OF COMPACTION ACCORDING TO THESE SPECIFICATIONS. UNSUITABLE OR DAMAGED SUBGRADE IS WHEN THE SOIL MOVES, PUMPS AND/OR DISPLACES UNDER ANY TYPE OF PRESSURE INCLUDING FOOT TRAFFIC LOADS.
   - IF, IN THE OPINION OF THE ENGINEER, THE CONTRACTOR'S OPERATIONS RESULT IN DAMAGE TO, OR PROTECTION OF, THE SUBGRADE, THE CONTRACTOR SHALL, AT HIS OWN EXPENSE, REPAIR THE DAMAGED SUBGRADE BY OVER-EXCAVATION OF UNSUITABLE MATERIAL TO FIRM SUBSOIL, LINE EXCAVATION WITH GEOTEXTILE FABRIC, AND BACKFILL WITH PIT RUN GRAVEL.
8. ALL 2" MINUS GRAVEL SHALL CONFORM TO ISPWC 802, TYPE II (ITD STANDARD 703.04, 2"), SHALL BE PLACED IN CONFORMANCE WITH ISPWC SECTION 801 AND COMPACTED PER SECTION 202. MINIMUM COMPACTION OF PLACED MATERIAL SHALL BE 90% OF MAXIMUM LABORATORY DENSITY AS DETERMINED BY AASHTO T-99.
9. ALL 3/4" MINUS CRUSHED GRAVEL SHALL CONFORM TO ISPWC 802, TYPE I (ITD STANDARD 703.04, 3/4" B), SHALL BE PLACED IN CONFORMANCE WITH ISPWC SECTION 802 AND COMPACTED PER SECTION 202. MINIMUM COMPACTION OF PLACED MATERIAL SHALL BE 95% OF MAXIMUM LABORATORY DENSITY AS DETERMINED BY AASHTO T-99 OR ITD T-91.
10. ALL ASPHALTIC CONCRETE PAVEMENT WORK SHALL CONFORM TO ISPWC SECTION(S) 805, 810, AND 811 FOR CLASS II PAVEMENT. ASPHALT AGGREGATE SHALL BE 1/2" (13MM) NOMINAL SIZE CONFORMING TO TABLE 803B IN ISPWC SECTION 803. ASPHALT BINDER SHALL BE PG 58-28 CONFORMING TO TABLE A-1 IN ISPWC SECTION 805.
11. ASPHALT SAWCUTS SHALL BE AS INDICATED ON THE DRAWINGS, OR 24" INCHES FROM EDGE OF EXISTING ASPHALT, IF NOT INDICATED OTHERWISE SO AS TO PROVIDE A CLEAN PAVEMENT EDGE FOR MATCHING. NO WHEEL CUTTING SHALL BE ALLOWED.
12. TRAFFIC CONTROL SHALL BE PER THE TRAFFIC CONTROL PLAN. CONTRACTOR WILL NEED TO MAINTAIN ACCESS TO ALL PRIVATE PROPERTIES, UNLESS OTHERWISE COORDINATE WITH THE PROPERTY OWNER THROUGH THE CITY ENGINEER.
13. ALL CONCRETE WORK SHALL CONFORM TO ISPWC SECTIONS 701, 703, AND 705. ALL CONCRETE SHALL BE 3,000 PSI MINIMUM, 28 DAY, AS DEFINED IN ISPWC SECTION 703, TABLE 1.C. IMMEDIATELY AFTER PLACEMENT PROTECT CONCRETE BY APPLYING MEMBRANE-FORMING CURING COMPOUND, TYPE 2, CLASS A PER ASTM C 309-94. APPLY CURING COMPOUND PER MANUFACTURER'S INSTRUCTIONS AND SPECIFICATIONS.
14. ALL TRENCHING SHALL CONFORM TO ISPWC STANDARD DRAWING SD-301. TRENCHES SHALL BE BACKFILLED AND COMPACTED TO A MINIMUM OF 95% OF MAXIMUM DENSITY AS DETERMINED BY AASHTO T-99.
15. PER IDAHO CODE § 55-1613, THE CONTRACTOR SHALL RETAIN AND PROTECT ALL MONUMENTS, ACCESSORIES TO CORNERS, BENCHMARKS AND POINTS SET IN CONTROL SURVEYS; ALL MONUMENTS, ACCESSORIES TO CORNERS, BENCHMARKS AND POINTS SET IN CONTROL SURVEYS THAT ARE LOST OR DISTURBED BY CONSTRUCTION SHALL BE REESTABLISHED AND RE-MONUMENTED, AT THE EXPENSE OF THE AGENCY OR PERSON CAUSING THEIR LOSS OR DISTURBANCE AT THEIR ORIGINAL LOCATION OR BY SETTING OF A WITNESS CORNER OR REFERENCE POINT OR A REPLACEMENT BENCHMARK OR CONTROL POINT, BY OR UNDER THE DIRECTION OF A PROFESSIONAL LAND SURVEYOR.
16. CONSTRUCTION OF WATER MAINS AND ALL OTHER RELATED APPURTENANCES SHALL BE IN ACCORDANCE WITH THE IDAHO STANDARDS FOR PUBLIC WORKS CONSTRUCTION (ISPWC), IDAPA 58.01.08, IDAHO RULES FOR PUBLIC DRINKING WATER SYSTEMS AND THE CITY OF KETCHUM UTILITIES DEPARTMENT STANDARDS.
17. CONTRACTOR SHALL PRESSURE TEST, DISINFECT, AND CONDUCT BIOLOGICAL TESTING IN ACCORDANCE WITH THE IDAHO STANDARDS FOR PUBLIC WORKS CONSTRUCTION (ISPWC), AMERICAN WATER WORKS ASSOCIATION (AWWA) STANDARDS, AND THE PRESSURE TESTING, DISINFECTION, AND MICROBIOLOGICAL TESTING PROCEDURES.
18. ALL WATER SUPPLY FIXTURES, FITTINGS, PIPING, AND ALL RELATED APPURTENANCES SHALL BE ANSI/NSF STD. 61 COMPLIANT.
19. ALL WATER SUPPLY FIXTURES, FITTINGS, PIPING, AND ALL RELATED APPURTENANCES SHALL COMPLY WITH THE LOW LEAD ACT REQUIRING ALL MATERIALS TO HAVE A LEAD CONTENT EQUAL TO OR LESS THAT 0.25%.
20. THE CONTRACTOR SHALL USE ANSI/NSF STANDARD 60 CHEMICALS AND COMPOUNDS DURING INSTALLATION & DISINFECTION OF POTABLE WATER MAIN.



VICINITY MAP
N.T.S.

CIVIL DRAWINGS SHEET INDEX

SHEET#	DESCRIPTION
C0.1	COVER SHEET
C1.0	SITE GRADING AND DRAINAGE SHEET
C1.1	GRADING AND SNOW MELT AREA SHEET
C1.2	DETAIL SHEET

VICINITY MAP
N.T.S.

LEGEND

EXISTING ITEMS

- PROPERTY LINE
- SH-75 RIGHT-OF-WAY
- CENTERLINE OF RIGHT-OF-WAY
- EASEMENT / SETBACK
- EDG = EDGE OF GRAVEL
- PB = BURIED POWER LINE
- WATER MAIN
- WATER SERVICE
- 8" SEWER MAIN
- SS = SEWER SERVICE
- GM = GAS MAIN
- GS = GAS SERVICE
- PHB = BURIED TELEPHONE LINE
- STORM DRAIN
- 5' CONTOUR INTERVAL
- 1' CONTOUR INTERVAL
- CURB & GUTTER
- CONCRETE
- BUILDING
- FH = FIRE HYDRANT
- WV = WATER VALVE
- WTMTR = WATER METER
- VB = VALVE BOX
- FIBER OPTIC VAULT
- GV = GAS VALVE
- GMKR = GAS MARKER
- TVBOX = TV RISER
- PHBOX = TELEPHONE RISER
- PHMH = TELEPHONE MANHOLE
- SIGN
- SMH = SEWER MANHOLE
- SCO = SEWER CLEANOUT
- CB = CATCH BASIN
- DWELL = DRY WELL
- SDMH = STORM DRAIN MANHOLE
- PMH = POWER MANHOLE
- LIGHT
- PBOX = POWER BOX
- DT = DECIDUOUS TREE
- CT = CONIFER TREE

AP = ANGLE POINT
BEG = BEGINNING
BLDG = BUILDING
BOW = BACK OF WALK
CC = CURB CUT
CL = CENTER LINE
CLUST = CLUSTER
COR = CORNER
DAY = DAYLIGHT
DFF = DECK FINISHED FLOOR
DY = DOUBLE YELLOW LINE
EOA = EDGE OF ASPHALT
EOC = EDGE OF CONCRETE
EOP = EDGE OF PAVERS
FF = FINISHED FLOOR
FL = FLOW LINE
GB = GRADE BREAK
GRG = GARAGE
INT = INTERSECTION
LIP = LIP OF GUTTER
NG = NATURAL GROUND
PC = POINT OF CURVATURE
PI = POINT OF INTERSECTION
PT = POINT OF TANGENCY
TBC = TOP BACK OF CURB
TOE = TOE OF SLOPE
TOP = TOP OF SLOPE
TP = TOP OF PAVEMENT
TW = TOP OF WALL
T-WELL = TREE WELL
TBW = TOP BACK OF WALK
WM = WATERMAIN
X-WALK = CROSSWALK

PROPOSED ITEMS

- NEW ASPHALT
- CONCRETE SIDEWALK
- CONCRETE 6" ROLLED CURB
- CURB TRANSITION (ZERO REVEAL TO TYPICAL 6" ROLLED)
- ZERO REVEAL CURB & GUTTER
- RETAINING WALL
- ADA ACCESS TRUNCATED DOME
- SIGN
- FIRE HYDRANT
- WATER VALVE
- 1' CONTOUR INTERVAL
- 5' CONTOUR INTERVAL
- DRYWELL
- STORM DRAIN
- CATCH BASIN
- SAWCUT LINE
- APPROXIMATE LIMITS OF DISTURBANCE
- ROAD PAINT
- 2.0% / LIP / 50.00 GRADE
- SPOT ELEVATION
- CONCRETE PAVER EDGING
- CONCRETE PAVERS
- GAS SERVICE
- SEWER SERVICE
- T POWER TRANSFORMER
- STREET LIGHT

OWNERSHIP OF DOCUMENTS: THIS ELECTRONIC DOCUMENT AND THE CONTENTS CONTAINED THEREON (I.E. DESIGNS, CONCEPTS, AND GRAPHIC SYMBOLS) ARE THE PROPERTY OF LANDWORK STUDIO LLC, AND SHALL NOT BE USED IN WHOLE OR IN PART, BY ANY OTHER PERSON OR PERSONS WITHOUT THE WRITTEN AUTHORIZATION OF LANDWORK STUDIO LLC.

P:\ads\proj\6560-04\dwg\Construction\6560-04_Civil 2022-08-23.dwg 08/30/22 9:31:22 AM

APPELLATION HOTEL

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

PRELIMINARY NOT FOR CONSTRUCTION

THE APPELLATION HOTEL
SUN VALLEY IDAHO
300 E RIVER ST
KETCHUM, ID 83340

	DESIGN REVIEW - FINAL	02.07.2023
	Design Review	**08.30.22**

Project Number
6560.04

© 2019 Hornberger + Worstell
All drawings and written materials appearing within constitute the original and unpublished work of the architect and may not be duplicated, used or disclosed without prior written consent of the architect.

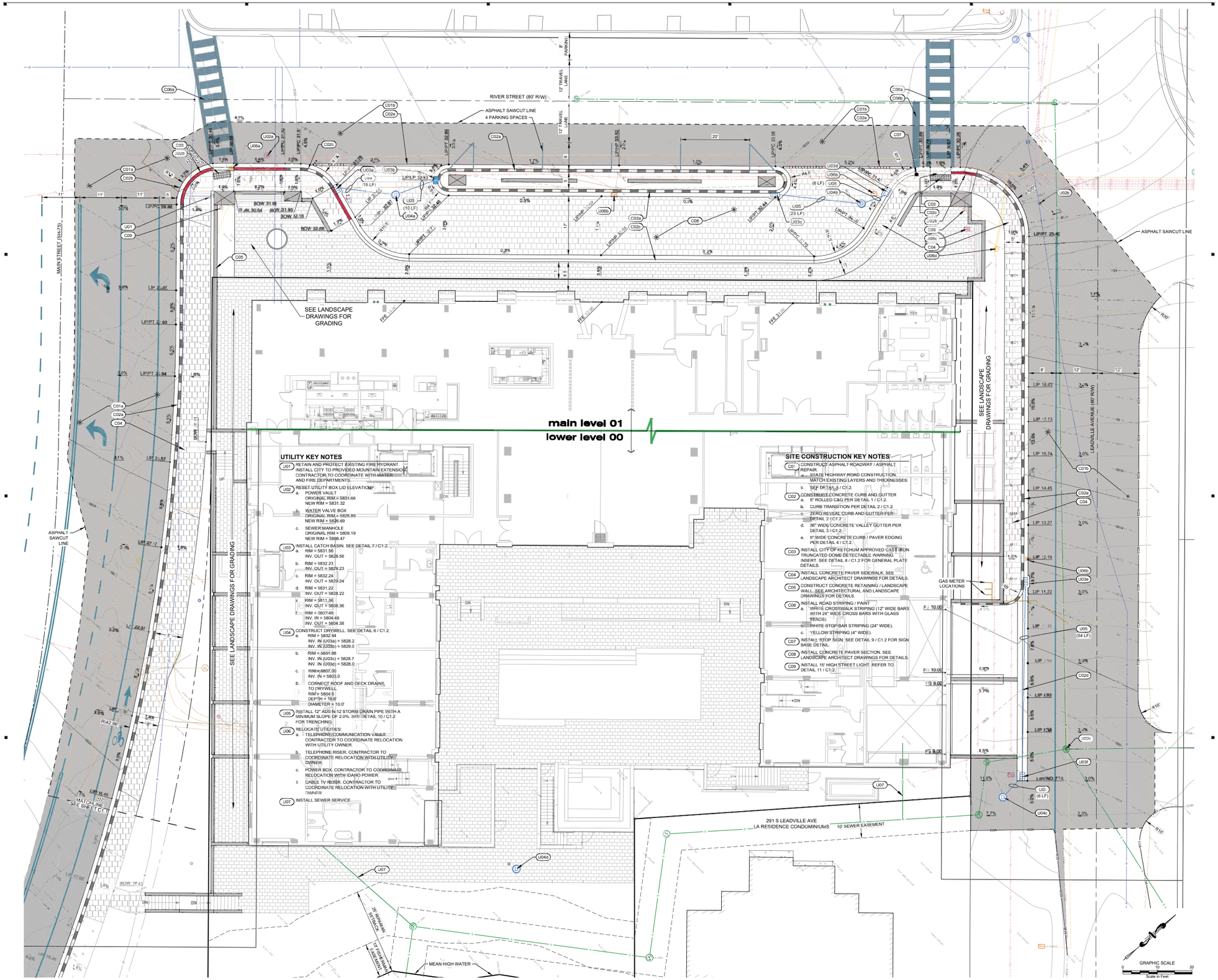
Hornberger + Worstell
170 Maiden Lane, San Francisco , CA 94108
Telephone 415.391.1280
Facsimile 415.659.1812
www.hornbergerworstell.com

REVIEW SET 08/30/22

COVER SHEET

C0.1

NOT FOR CONSTRUCTION



UTILITY KEY NOTES

U01 RETAIN AND PROTECT EXISTING FIRE HYDRANT. INSTALL CITY TO PROVIDED MOUNTAIN EXTENSION CONTRACTOR TO COORDINATE WITH WATER AND FIRE DEPARTMENTS.

U02 RESET UTILITY BOX LID ELEVATION
- a. POWER VAULT ORIGINAL RIM = 5831.66 NEW RIM = 5831.32
- b. WATER VALVE BOX ORIGINAL RIM = 5826.89 NEW RIM = 5826.69
- c. SEWER MANHOLE ORIGINAL RIM = 5809.19 NEW RIM = 5808.47

U03 INSTALL CATCH BASIN. SEE DETAIL 7 / C1.2.
- a. RIM = 5831.56 INV. OUT = 5828.56
- b. RIM = 5832.23 INV. OUT = 5829.23
- c. RIM = 5832.24 INV. OUT = 5829.24
- d. RIM = 5831.22 INV. OUT = 5828.22
- e. RIM = 5811.36 INV. OUT = 5808.36
- f. RIM = 5807.48 INV. IN = 5804.48 INV. OUT = 5804.38

U04 CONSTRUCT DRYWELL. SEE DETAIL 6 / C1.2.
- a. RIM = 5832.44 INV. IN (U03a) = 5828.2 INV. IN (U03b) = 5829.0
- b. RIM =5831.88 INV. IN (U03c) = 5828.7 INV. IN (U03d) = 5828.0
- c. RIM=5807.00 INV. IN = 5803.0
- d. CONNECT ROOF AND DECK DRAINS TO DRYWELL RIM = 5804.8 DEPTH = 16.6' DIAMETER = 10.0'

U05 INSTALL 12" ADS N-12 STORM DRAIN PIPE WITH A MINIMUM SLOPE OF 2.0%. SEE DETAIL 10 / C1.2 FOR TRENCHING.

U06 RELOCATE UTILITIES:
- a. TELEPHONE/COMMUNICATION VAULT. CONTRACTOR TO COORDINATE RELOCATION WITH UTILITY OWNER.
- b. TELEPHONE RISER. CONTRACTOR TO COORDINATE RELOCATION WITH UTILITY OWNER.
- c. POWER BOX. CONTRACTOR TO COORDINATE RELOCATION WITH IDAHO POWER
- d. CABLE TV RISER. CONTRACTOR TO COORDINATE RELOCATION WITH UTILITY OWNER

U07 INSTALL SEWER SERVICE

SITE CONSTRUCTION KEY NOTES

C01 CONSTRUCT ASPHALT ROADWAY / ASPHALT REPAIR.
- a. STATE HIGHWAY ROAD CONSTRUCTION. MATCH EXISTING LAYERS AND THICKNESSES.
- b. SEE DETAIL 5 / C1.2.

C02 CONSTRUCT CONCRETE CURB AND GUTTER
- a. 6" ROLLED C&G PER DETAIL 1 / C1.2.
- b. CURB TRANSITION PER DETAIL 2 / C1.2.
- c. ZERO REVEAL CURB AND GUTTER PER DETAIL 2 / C1.2.
- d. 36" WIDE CONCRETE VALLEY GUTTER PER DETAIL 3 / C1.2.
- e. 6" WIDE CONCRETE CURB / PAVER EDGING PER DETAIL 4 / C1.2.

C03 INSTALL CITY OF KETCHUM APPROVED CAST IRON TRUNCATED DOME DETECTABLE WARNING INSERT. SEE DETAIL 8 / C1.2 FOR GENERAL PLATE DETAILS.

C04 INSTALL CONCRETE PAVER SIDEWALK. SEE LANDSCAPE ARCHITECT DRAWINGS FOR DETAILS.

C05 CONSTRUCT CONCRETE RETAINING / LANDSCAPE WALL. SEE ARCHITECTURAL AND LANDSCAPE DRAWINGS FOR DETAILS.

C06 INSTALL ROAD STRIPING / PAINT
- a. WHITE CROSSWALK STRIPING (12" WIDE BARS WITH 24" WIDE CROSS BARS WITH GLASS BEADS).
- b. WHITE STOP BAR STRIPING (24" WIDE).
- c. YELLOW STRIPING (4" WIDE).

C07 INSTALL STOP SIGN. SEE DETAIL 9 / C1.2 FOR SIGN BASE DETAIL.

C08 INSTALL CONCRETE PAVER SECTION. SEE LANDSCAPE ARCHITECT DRAWINGS FOR DETAILS.

C09 INSTALL 15' HIGH STREET LIGHT. REFER TO DETAIL 11 / C1.2.

OWNERSHIP OF DOCUMENTS:THIS ELECTRONIC DOCUMENT AND THE CONTENTS CONTAINED THEREON (I.E. DESIGNS, CONCEPTS, AND GRAPHIC SYMBOLS) ARE THE PROPERTY OF LANDWORK STUDIO LLC, AND SHALL NOT BE USED IN WHOLE OR IN PART, BY ANY OTHER PERSON OR PERSONS WITHOUT THE WRITTEN AUTHORIZATION OF LANDWORK STUDIO LLC.

P:\adskproj\6560-04\dwg\Construction\6560-04_Civil 2022-08-23.dwg, 08/30/22 9:31:22 AM

APPELLATION HOTEL

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

PRELIMINARY NOT FOR CONSTRUCTION

THE APPELLATION HOTEL
SUN VALLEY IDAHO
300 E RIVER ST
KETCHUM, ID 83340

DESIGN REVIEW - FINAL	02.07.2023
Design Review	08.30.22

Project Number
6560.04

© 2019 Hornberger + Worstell
All drawings and written materials appearing within constitute original and unpublished work of the architect and may not be duplicated, used or disclosed without prior written consent of the architect.

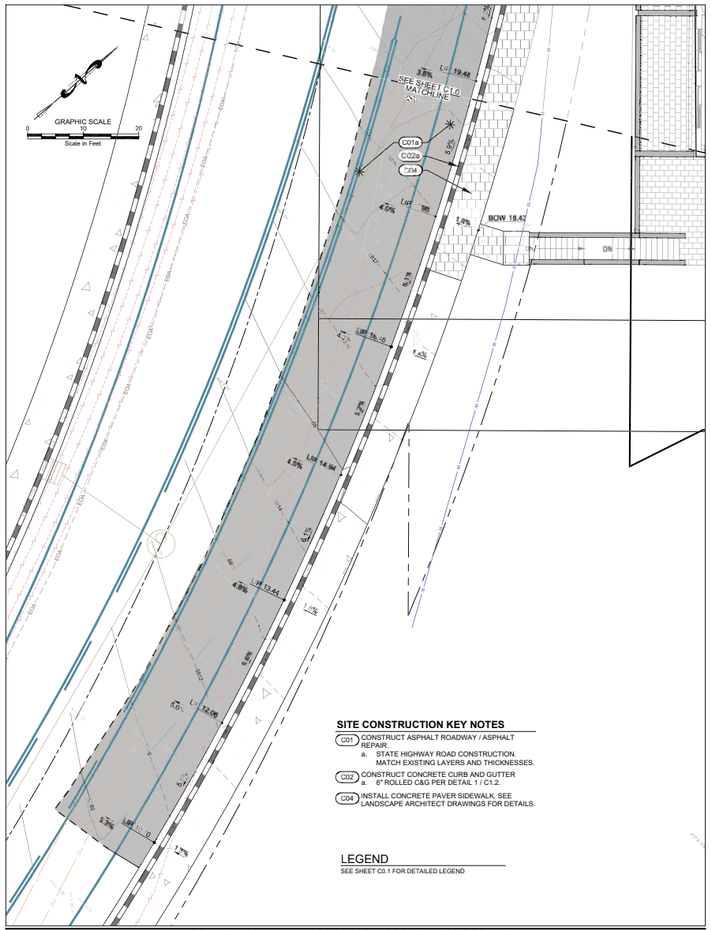
Hornberger + Worstell
170 Maiden Lane, San Francisco , CA 94108
Telephone 415.391.1080
Facsimile 415.956.1812
www.hornbergerworstell.com

SITE GRADING AND DRAINAGE

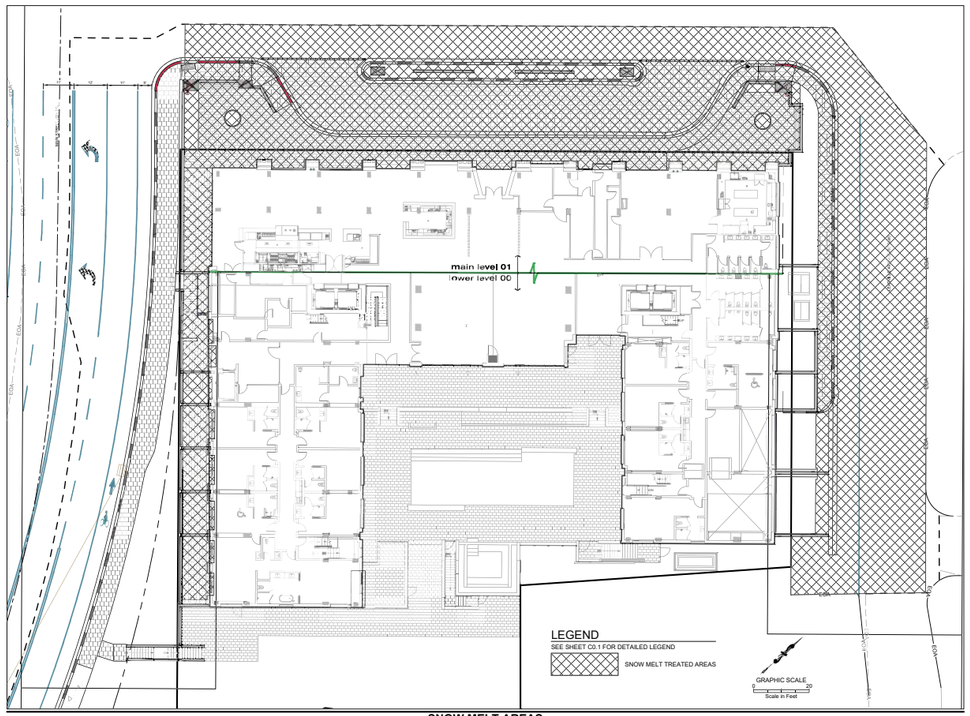
C1.0

REVIEW SET 08/30/22

NOT FOR CONSTRUCTION



STATE HIGHWAY 75 GRADING AT SOUTHWEST CORNER



SNOW MELT AREAS

APPELLATION HOTEL

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

PRELIMINARY NOT FOR CONSTRUCTION

THE APPELLATION HOTEL
SUN VALLEY IDAHO
300 E RIVER ST
KETCHUM, ID 83340

DESIGN REVIEW - FINAL	02.07.2023
Design Review	08.30.22

Project Number
6560.04

© 2019 Hornberger + Worstell
All drawings and written materials appearing within constitute the original and unpublished work of the architect and may not be duplicated, used or disclosed without prior written consent of the architect.

Hornberger + Worstell
170 Maiden Lane, San Francisco , CA 94108
Telephone 415.391.1080
Facsimile 415.699.1812
www.hornbergerworstell.com

GRADING AND SNOW MELT AREA SHEET

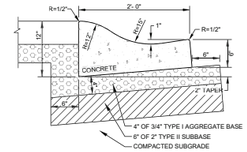
C1.1

REVIEW SET 08/30/22

NOT FOR CONSTRUCTION

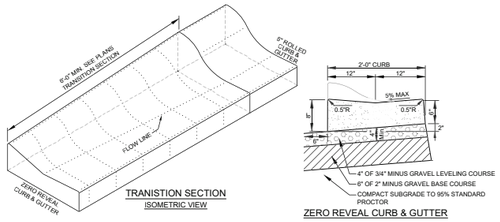
OWNERSHIP OF DOCUMENTS:THIS ELECTRONIC DOCUMENT AND THE CONTENTS CONTAINED THEREON (I.E. DESIGNS, CONCEPTS, AND GRAPHIC SYMBOLS) ARE THE PROPERTY OF LANDWORK STUDIO LLC, AND SHALL NOT BE USED IN WHOLE OR IN PART, BY ANY OTHER PERSON OR PERSONS WITHOUT THE WRITTEN AUTHORIZATION OF LANDWORK STUDIO LLC.

P:\sdskproj\6560-04\dwg\Construction\6560-04_Civil 2022-08-23.dwg 08/30/22 9:31:22 AM



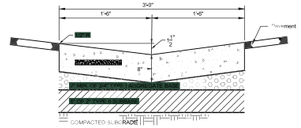
NOTES:
1. SUBBASE CAN BE 2" TYPE II OR ¾" TYPE I CRUSHED AGGREGATE BASE COURSE.
2. MATERIALS SHALL CONFORM WITH CURRENT ISPWC STANDARDS, DIVISION 800 AGGREGATES AND ASPHALT.
3. PAVEMENT SECTION MAY BE MODIFIED IF A PROJECT SPECIFIC GEOTECHNICAL REPORT, STAMPED BY A LICENSED ENGINEER, IS PROVIDED.
4. 1/2-INCH PREFORMED EXPANSION JOINT MATERIAL (AASHTO M 213) AT TERMINAL POINTS OF RADII.
5. CONTINUOUS PLACEMENT PREFERRED, SCORE INTERVALS 10-FEET MAXIMUM SPACING (8-FEET W/SIDEWALK).

1 / C1.2 6" CONCRETE ROLLED CURB & GUTTER
N.T.S.



NOTES:
1. 1/2-INCH PREFORMED EXPANSION JOINT MATERIAL (AASHTO M 213) AT TERMINAL POINTS OF RADII.
2. CONTINUOUS PLACEMENT PREFERRED, SCORE INTERVALS TO MATCH SIDEWALK WITH 10-FEET MAXIMUM SPACING.
3. MATERIALS SHALL CONFORM WITH CURRENT ISPWC STANDARDS, DIVISION 800 AGGREGATES AND ASPHALT.

2 / C1.2 TYPICAL ROLLED CURB TRANSITION DETAIL
N.T.S.



3 / C1.2 36" CONCRETE VALLEY GUTTER
N.T.S.

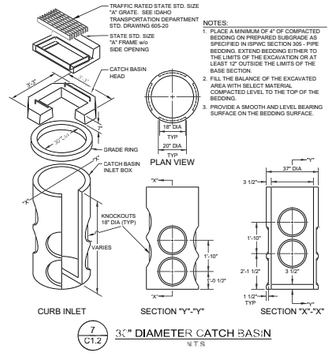
4 / C1.2 CONCRETE CURB / PAVER EDGING
N.T.S.

NOTES:
1. SUBBASE CAN BE 2" TYPE II OR ¾" TYPE I CRUSHED AGGREGATE BASE COURSE.
2. MATERIALS SHALL CONFORM WITH CURRENT ISPWC STANDARDS, DIVISION 800 AGGREGATES AND ASPHALT.
3. PAVEMENT SECTION MAY BE MODIFIED IF A PROJECT SPECIFIC GEOTECHNICAL REPORT, STAMPED BY A LICENSED ENGINEER, IS PROVIDED.

5 / C1.2 TYPICAL ASPHALT SECTION
N.T.S.

NOTE:
1. THE BED SHALL BE EXCAVATED A MIN 6" OF 24" INTO CLEAN SAND AND GRAVEL.
2. MAXIMUM DEPTH SHALL NOT EXCEED 12 FEET.
3. IF CLEAN SAND AND GRAVEL IS NOT ENCOUNTERED WITHIN 12 FEET OF NATURAL GRADE, CONTRACTOR SHALL CONTACT THE DESIGN ENGINEER.
4. GRATE OR SOLID LOAD RATING AS SPECIFIED BY CITY OF KETCHUM.

6 / C1.2 DRYWELL DETAIL
N.T.S.



7 / C1.2 36" DIAMETER CATCH BASIN
N.T.S.

NOTES:
1. DETECTABLE WARNING TILES SHALL BE TUFTILE (CAST IRON & WET SET) OR APPROVED EQUAL.
2. REFER TO DETAIL 8.
3. COLOR TO BE PATINA (NO FINISH).

8 / C1.2 DETECTABLE WARNING PLATE DETAIL
N.T.S.

NOTES:
1. BASES SHALL BE INSTALLED TO BE FLUSH WITH SURFACE.
2. ALL INSTALLATIONS SHALL HAVE 14" Ø MINIMUM FOUNDATION OR GROUTED INTO SOLID ROCK.
3. ALL STREET SIGNS SHALL BE IN ACCORDANCE WITH THE MOST CURRENT EDITION OF THE MUTCD.
4. SIGN PLACEMENT SHALL BE APPROVED BY THE CITY OF KETCHUM.
5. CITY TO PROVIDE BASES.

SIGN BASE MATERIAL & DIMENSION REQUIREMENTS
2.5" OUTSIDE TUBE STEEL, SEE LENGTH
2.5" INSIDE TUBE STEEL
NO THICK
ANTENNA ROD MATERIAL & DIMENSION REQUIREMENTS
3" COLD ROLLED ROD TYP LENGTH
½" COUPLING NUTS
BOTTOM PLATE MATERIAL & DIMENSION REQUIREMENTS
4" X 4" X ¼" STEEL STRAP

9 / C1.2 SIGN BASE DETAIL
N.T.S.

KETCHUM PUBLIC CONSTRUCTION SLURRY REQUIREMENT

IN PUBLIC STREETS TO BE ACCEPTED TO CITY, THE ASPHALT PAVEMENT AND DIG A TRENCH FOR BURIAL OF CONDUIT CABLE OR OTHER CITY FACILITY, THE TRENCH SHALL BE BACKFILLED WITH A LEAN CONCRETE MIX TO THE BOTTOM OF FINISH SURFACE MATERIAL WITH THE FOLLOWING PROPORTIONS OF MATERIALS:

COARSE AGGREGATE (¾" MINUS)	: 2,600 LBS
SAND	: 800 LBS
PORTLAND CEMENT	: 94 LBS
WATER	: 11 GAL (MAX.)

WATER CONTENT IS MAXIMUM AND MAY BE REDUCED DOWNWARD. CARE SHALL BE TAKEN TO ASSURE THAT EXCESS WATER IS NOT PRESENT IN THE MIXING DRUM PRIOR TO CHARGING THE MIXER WITH MATERIALS. THOROUGH MIXING WILL BE REQUIRED PRIOR TO DISCHARGE.

NO COMPACTION, VIBRATION, OR FINISHING IS REQUIRED. THE LEAN CONCRETE MIX SHALL BE STRUCK OFF AT OR BELOW THE ELEVATION OF THE PLANTMIX SURFACING WITH A SQUARE-NOSE SHOVEL OR SIMILAR HAND TOOL. THE BACKFILL MIX SHALL BE ALLOWED TO SET FOR A MINIMUM OF 2 HOURS BEFORE THE PERMANENT PLANTMIX SURFACING IS PLACED TO COMPLETE THE TRENCH REPAIR. TEMPORARY PLACEMENT OF ASPHALT COLD MIX SURFACING MAY BE NECESSARY TO ACCOMMODATE TRAFFIC WITHIN THE FIRST 2 HOURS OF BACKFILL PLACEMENT PRIOR TO COMPLETING THE PERMANENT REPAIR.

NOTES:
1. TRENCH EXCAVATION PER SECTION-301.
2. PIPE BEDDING PER SECTION-305.
3. BACKFILL AND COMPACTION PER SECTION-306.
4. SURFACE REPAIR AND BASE PER DETAIL 3.
5. ASPHALT PAVEMENT FOR SURFACE REPAIR SHALL BE IN ACCORDANCE WITH PLANS AND ISPWC SECTIONS 805, 810, AND 811 FOR CLASS II PAVEMENT. ASPHALT AGGREGATE SHALL BE ½" (12MM) NOMINAL SIZE CONFORMING TO TABLE 803B IN ISPWC SECTION 803. ASPHALT BINDER SHALL BE PG 58-28 CONFORMING TO TABLE A-1 IN ISPWC SECTION 805.
6. IF TRENCH IMPACTS CROWN OF ROADWAY, CROWN MUST BE MAINTAINED AND POSITIVE DRAINAGE PROVIDED.

10 / C1.2 TYPICAL TRENCH SECTION
N.T.S.

NOTES:
1. STREET LIGHT IS SOLARONE RFS DESIGN 158 LFP OR APPROVED EQUAL.
2. ANY CONDUITS AND/OR GROUNDING WIRES MUST BE HARDWIRED AND CONTAINED WITHIN A 4.5' Ø CIRCLE CENTERED ON THE FOUNDATION. GROUNDING ELECTRODE WIRE AND AC SUPPLY WIRE (IF REQUIRED) ARE 5' MIN. ABOVE THE BASE.
3. ANCHOR BOLT ORIENTATION TO TRUE NORTH/SOUTH IS ONLY RELEVANT FOR OFF-GRID SOLAR POLES. DISREGARD FOR GRID-TIED POLES.
4. GROUNDING WIRE MUST BE 60" FROM BASE SO IT CAN REACH THE GROUNDING LUG INSIDE THE POLE.
5. STREET LIGHT SHALL BE 25' IN HEIGHT OR AS APPROVED BY CITY OF KETCHUM.

11 / C1.2 TYPICAL STREET LIGHT
N.T.S.

OWNERSHIP OF DOCUMENTS: THIS ELECTRONIC DOCUMENT AND THE CONTENTS CONTAINED THEREON (I.E. DESIGNS, CONCEPTS, AND GRAPHIC SYMBOLS) ARE THE PROPERTY OF LANDWORK STUDIO LLC, AND SHALL NOT BE USED IN WHOLE OR IN PART, BY ANY OTHER PERSON OR PERSONS WITHOUT THE WRITTEN AUTHORIZATION OF LANDWORK STUDIO LLC.

P:\sdskproj\6560-04\dwg\Construction\6560-04_Civil 2022-08-23.dwg 08/30/22 9:31:22 AM

APPELLATION HOTEL

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

PRELIMINARY NOT FOR CONSTRUCTION

THE APPELLATION HOTEL
SUN VALLEY IDAHO
300 E RIVER ST
KETCHUM, ID 83340

DESIGN REVIEW - FINAL	02.07.2023
Design Review	08.30.22

Project Number
6560.04

© 2019 Hornberger + Worstell
All drawings and written materials appearing within constitute the original and unpublished work of the architect and may not be duplicated, used or disclosed without prior written consent of the architect.

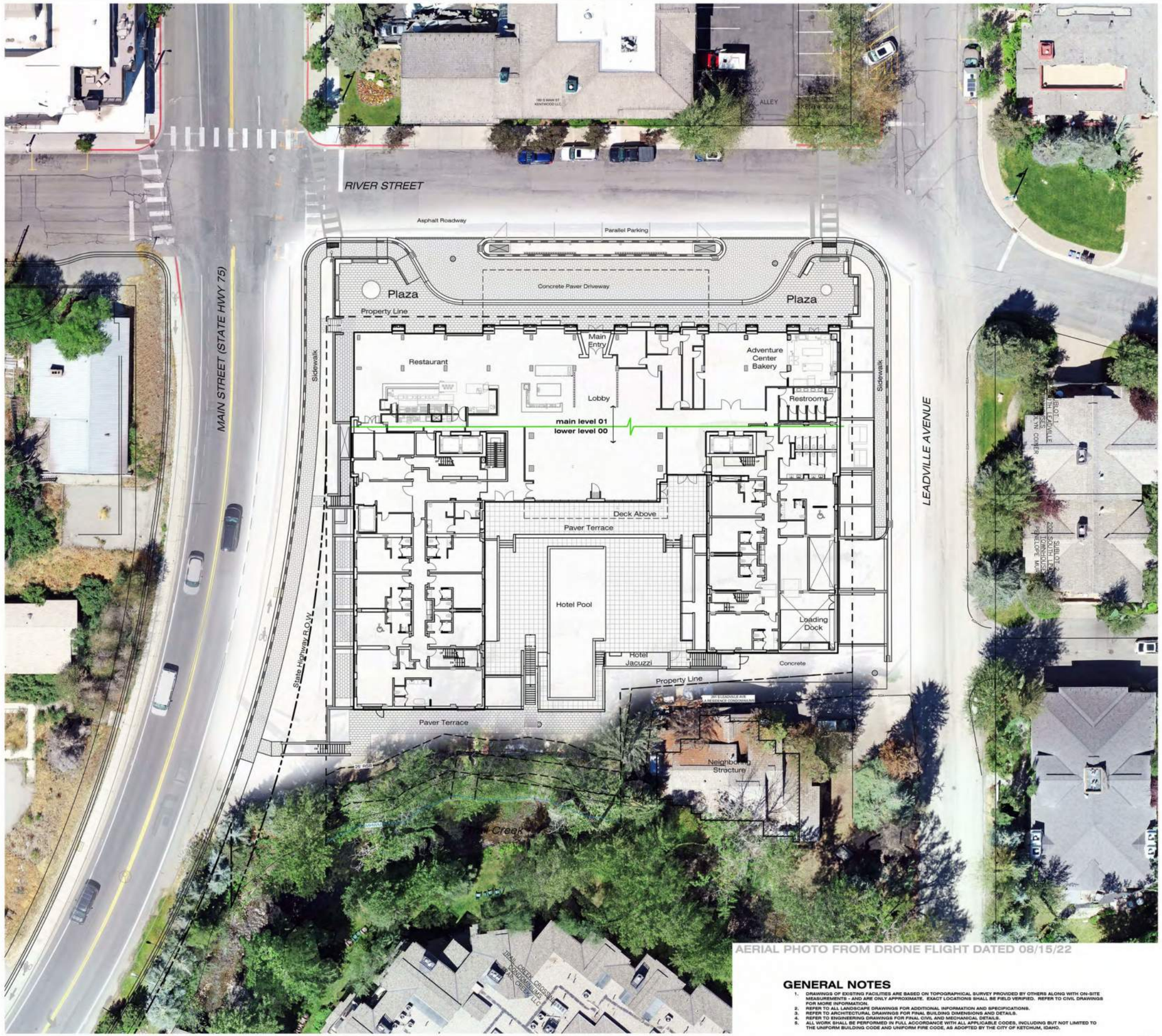
Hornberger + Worstell
170 Maiden Lane, San Francisco , CA 94108
Telephone 415.391.1080
Facsimile 415.659.1812
www.hornbergerworstell.com

DETAIL SHEET

C1.2

REVIEW SET 08/30/22

NOT FOR CONSTRUCTION



OVERALL SITE PLAN

PLAN DATED: 01/12/23

GENERAL NOTES

1. DRAWINGS OF EXISTING FACILITIES ARE BASED ON TOPOGRAPHICAL SURVEY PROVIDED BY OTHERS ALONG WITH ON-SITE MEASUREMENTS - AND ARE ONLY APPROXIMATE. EXACT LOCATIONS SHALL BE FIELD VERIFIED. REFER TO CIVIL DRAWINGS FOR MORE INFORMATION.
2. REFER TO ALL LANDSCAPE DRAWINGS FOR ADDITIONAL INFORMATION AND SPECIFICATIONS.
3. REFER TO ARCHITECTURAL DRAWINGS FOR FINAL BUILDING DIMENSIONS AND DETAILS.
4. REFER TO ENGINEERING DRAWINGS FOR FINAL CIVIL AND MECHANICAL DETAILS.
5. ALL WORK SHALL BE PERFORMED IN FULL ACCORDANCE WITH ALL APPLICABLE CODES, INCLUDING BUT NOT LIMITED TO THE UNIFORM BUILDING CODE AND UNIFORM FIRE CODE, AS ADOPTED BY THE CITY OF KETCHUM, IDAHO.

NORTH

8' 0 16' 32'

OWNERSHIP OF DOCUMENTS: THIS ELECTRONIC DOCUMENT AND THE CONTENTS CONTAINED THEREIN (I.E. DESIGNS, CONCEPTS, AND GRAPHIC SYMBOLS) ARE THE PROPERTY OF LANDWORK STUDIO, LLC, AND SHALL NOT BE USED IN WHOLE OR IN PART, BY ANY OTHER PERSON OR PERSONS WITHOUT THE WRITTEN AUTHORIZATION OF LANDWORK STUDIO, LLC.

Harriman Hotel, LLC

Hornberger + Worstell

LANDWORK STUDIO LLC
LANDSCAPE ARCHITECTURE + DESIGN

LA-216

APPELLATION / SUN VALLEY

300 EAST RIVER STREET, KETCHUM, IDAHO

DESIGN REVIEW - FINAL 02.07.2023

Project Number

Scale

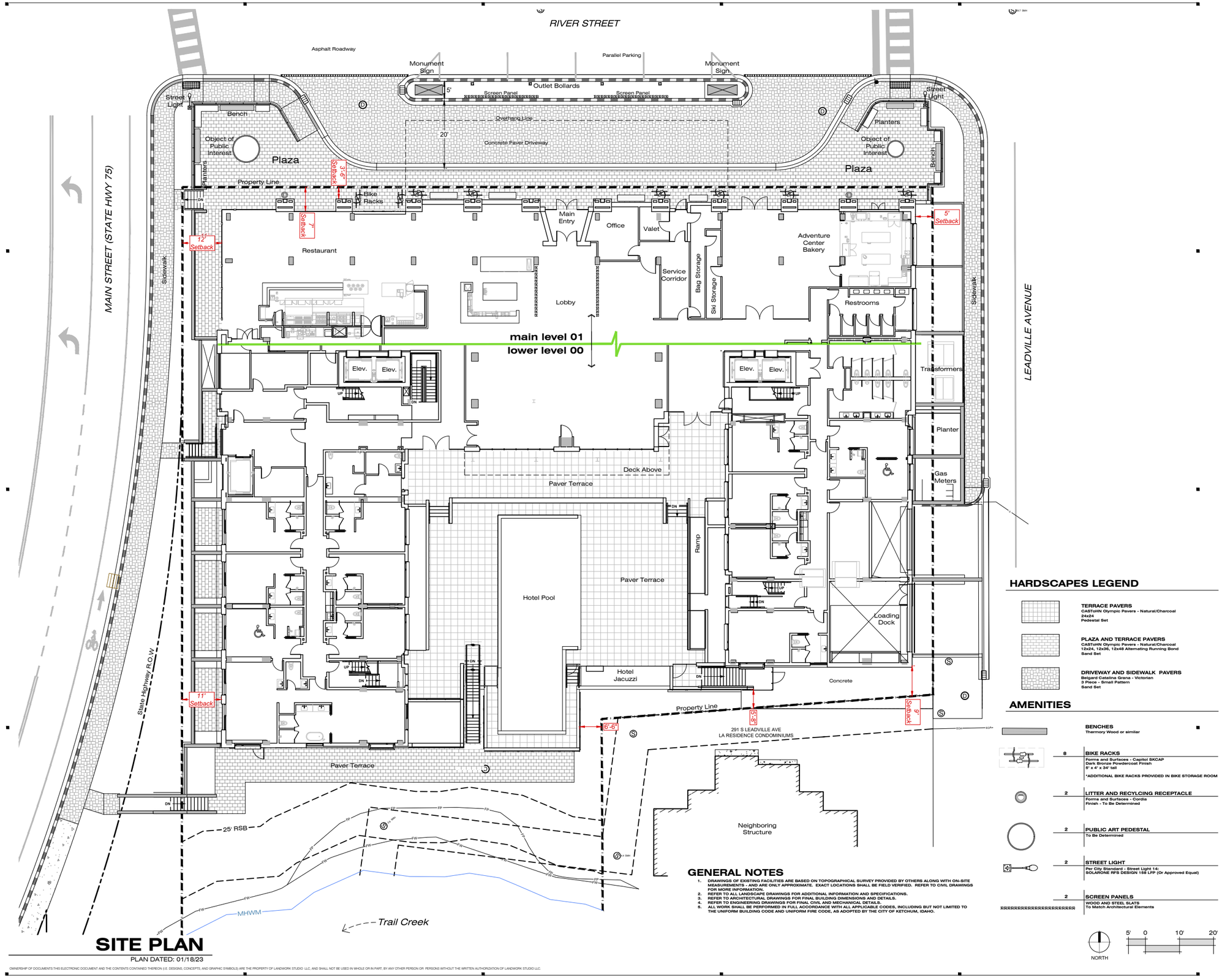
© 2019 Hornberger + Worstell
All drawings and written materials appearing within constitute the original and unpublished work of the architect and may not be duplicated, used or disclosed without prior written consent of the architect.

Hornberger + Worstell
170 Maiden Lane, San Francisco, CA 94108
Telephone 415.391.1990
Facsimile 415.659.1810
www.hornbergerworstell.com

OVERALL SITE PLAN

L1.0

NOT FOR CONSTRUCTION



SITE PLAN

PLAN DATED: 01/18/23

OWNERSHIP OF DOCUMENTS:THIS ELECTRONIC DOCUMENT AND THE CONTENTS CONTAINED THEREON (I.E. DESIGNS, CONCEPTS, AND GRAPHIC SYMBOLS) ARE THE PROPERTY OF LANDWORK STUDIO LLC, AND SHALL NOT BE USED IN WHOLE OR IN PART, BY ANY OTHER PERSON OR PERSONS WITHOUT THE WRITTEN AUTHORIZATION OF LANDWORK STUDIO LLC.

GENERAL NOTES

1. DRAWINGS OF EXISTING FACILITIES ARE BASED ON TOPOGRAPHICAL SURVEY PROVIDED BY OTHERS ALONG WITH ON-SITE MEASUREMENTS - AND ARE ONLY APPROXIMATE. EXACT LOCATIONS SHALL BE FIELD VERIFIED. REFER TO CIVIL DRAWINGS FOR MORE INFORMATION.
2. REFER TO ALL LANDSCAPE DRAWINGS FOR ADDITIONAL INFORMATION AND SPECIFICATIONS.
3. REFER TO ARCHITECTURAL DRAWINGS FOR FINAL BUILDING DIMENSIONS AND DETAILS.
4. REFER TO ENGINEERING DRAWINGS FOR FINAL CIVIL AND MECHANICAL DETAILS.
5. ALL WORK SHALL BE PERFORMED IN FULL ACCORDANCE WITH ALL APPLICABLE CODES, INCLUDING BUT NOT LIMITED TO THE UNIFORM BUILDING CODE AND UNIFORM FIRE CODE, AS ADOPTED BY THE CITY OF KETCHUM, IDAHO.

HARDSCAPES LEGEND

TERRACE PAVERS
CASTotN Olympic Pavers - Natural/Charcoal
24x24
Pedestal Set

PLAZA AND TERRACE PAVERS
CASTotN Olympic Pavers - Natural/Charcoal
12x24, 12x36, 12x48 Alternating Running Bond
Sand Set

DRIVEWAY AND SIDEWALK PAVERS
Belgard Catalina Grana - Victorian
3 Piece - Small Pattern
Sand Set

AMENITIES

BENCHES
Thermory Wood or similar

8 **BIKE RACKS**
Forms and Surfaces - Capitol SKCAP
Dark Bronze Powdercoat Finish
9' x 4' x 34" tall
*ADDITIONAL BIKE RACKS PROVIDED IN BIKE STORAGE ROOM

2 **LITTER AND RECYLCING RECEPTACLE**
Forms and Surfaces - Cordia
Finish - To Be Determined

2 **PUBLIC ART PEDESTAL**
To Be Determined

2 **STREET LIGHT**
Per City Standard - Street Light 14:
SOLARONE RFS DESIGN 158 LFP (Or Approved Equal)

2 **SCREEN PANELS**
WOOD AND STEEL SLATS
To Match Architectural Elements

NORTH 5' 0 10' 20'

Harriman Hotel, LLC

Hornberger + Worstell

LANDWORK STUDIO LLC LANDSCAPE ARCHITECTURE + DESIGN

LA-216

APPELLATION / SUN VALLEY

300 EAST RIVER STREET, KETCHUM, IDAHO

DESIGN REVIEW - FINAL	02.07.2023

Project Number

Scale

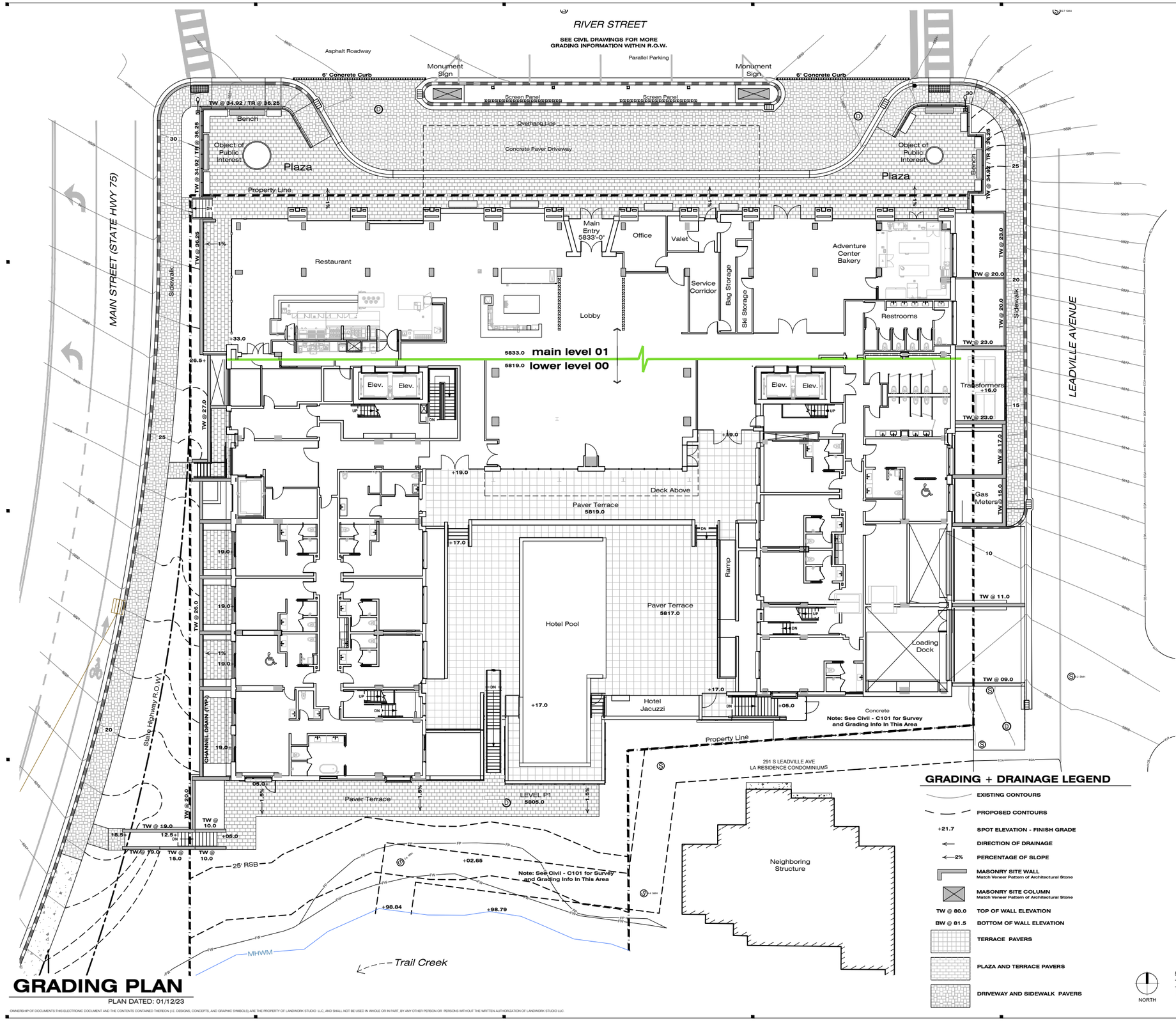
© 2019 Hornberger + Worstell
All drawings and written materials appearing within constitute the original and unpublished work of the architect and may not be duplicated, used or disclosed without prior written consent of the architect.

Hornberger + Worstell
170 Maiden Lane, San Francisco , CA 94108
Telephone 415.391.1080
Facsimile 415.956.1912
www.hornbergerworstell.com

SITE PLAN

L1.1

NOT FOR CONSTRUCTION



GRADING PLAN

PLAN DATED: 01/12/23

GRADING + DRAINAGE LEGEND

- EXISTING CONTOURS
- PROPOSED CONTOURS
- +21.7 SPOT ELEVATION - FINISH GRADE
- DIRECTION OF DRAINAGE
- 2% PERCENTAGE OF SLOPE
- MASONRY SITE WALL — Match Veneer Pattern of Architectural Stone
- MASONRY SITE COLUMN — Match Veneer Pattern of Architectural Stone
- TW @ 80.0 TOP OF WALL ELEVATION
- BW @ 81.5 BOTTOM OF WALL ELEVATION
- TERRACE PAVERS
- PLAZA AND TERRACE PAVERS
- DRIVEWAY AND SIDEWALK PAVERS

NORTH 5' 0 10' 20'

OWNERSHIP OF DOCUMENTS:THIS ELECTRONIC DOCUMENT AND THE CONTENTS CONTAINED THEREON (I.E. DESIGNS, CONCEPTS, AND GRAPHIC SYMBOLS) ARE THE PROPERTY OF LANDWORK STUDIO LLC, AND SHALL NOT BE USED IN WHOLE OR IN PART, BY ANY OTHER PERSON OR PERSONS WITHOUT THE WRITTEN AUTHORIZATION OF LANDWORK STUDIO LLC.

Harriman Hotel, LLC

Hornberger + Worstell

LANDWORK STUDIO LLC LANDSCAPE ARCHITECTURE + DESIGN

ROBERT A. PINE LA-216 LICENSED LANDSCAPE ARCHITECT

APPELLATION / SUN VALLEY

300 EAST RIVER STREET, KETCHUM, IDAHO

DESIGN REVIEW - FINAL 02.07.2023

Project Number

Scale

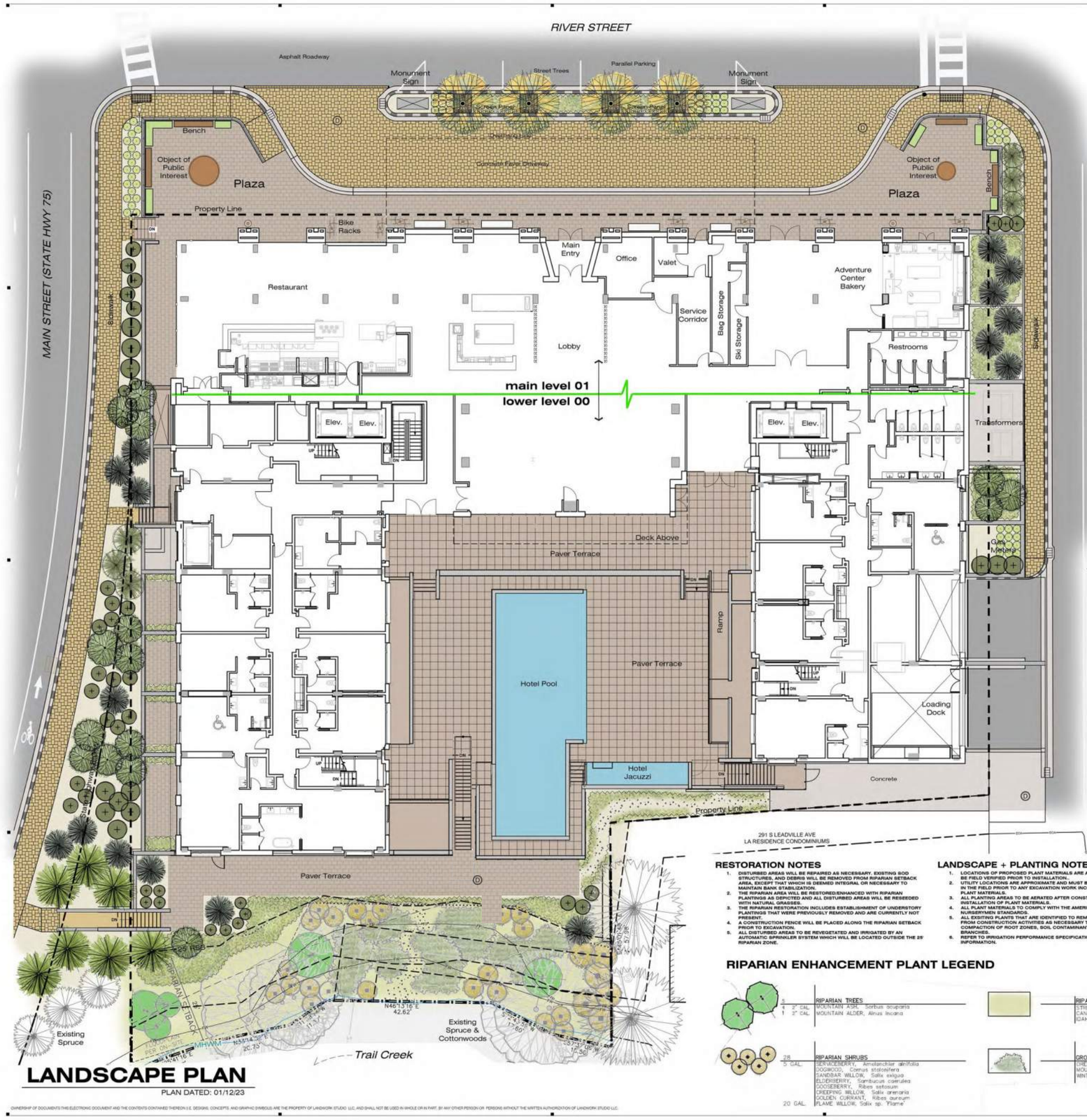
© 2013 Hornberger + Worstell
All drawings and written materials appearing within constitute the original and unpublished work of the architect and may not be duplicated, used or disclosed without prior written consent of the architect.

Hornberger + Worstell
170 Maiden Lane, San Francisco , CA 94108
Telephone 415.391.1080
Facsimile 415.956.1812
www.hornbergerworstell.com

GRADING PLAN

L2.0

NOT FOR CONSTRUCTION



PLANT LEGEND

29		EVERGREEN TREES
6 @ 10'		MUGO TANNENBAUM PINE, Pinus mugo 'Tannenbaum'
16 @ 18-20'		SUBALPINE FIR, Abies lasiocarpa
7 @ 22'		PONDEROSA PINE, Pinus ponderosa
4		DECIDUOUS TREES
4 @ 4"		ARMSTRONG MAPLE, Acer Freemanii
15		DECIDUOUS TREES
15 @ 3"		QUAKING ASPEN, Populous tremuloides
55		SHRUBS
55 - 20 gal.		PAWNEE BUTTES CHERRY, Prunus besseyi 'Pawnee Buttes'
		SNOWBERRY, Symphoricarpos alba
		TOR BIRCHLEAF SPIREA, Spiraea betulifolia 'Tor'
		WESTERN SAND CHERRY, Prunus besseyii
		YELLOW FLOWERING CURRANT, Ribes aureum
67		ORNAMENTAL GRASSES
1 gal.		AUTUMN MOORGRASS, Sesleria autumnalis
		BLUE GRAMA, Bouteloua gracilis
		LITTLE BLUESTEM, Schizachyrium scoparium
		NORTHWIND SWITCHGRASS, Panicum virgatum
		PRAIRIE DROPSEED, Sporobolus heterolepsis
		PRAIRIE JUNEGRASS, Koeleria macrantha
1 gal @ 18" o.c.		PLANTING BEDS/PLANTERS
		PERENNIALS + GROUNDCOVERS
		NATIVE/NATURALIZED SPECIES - To Be Determined
		Fescue Grass Mix
		SCOTTISH LINKS (Or Similar)
		Planter Containers
		Mix of Annuals, Perennials, and Grasses
		To Be Determined

R.O.W LEGEND

4		STREET TREE GRATE, ELECTRICAL BOLLARD, AND IRRIGATION
		STREET TREE GRATE
		Per City Standard - Tree Well Detail 1:
		NEENAH R-8704, 30"x30", with 12" diameter opening (Or Approved Equal)
4		ELECTRICAL BOLLARDS
		Provided by City - Applicant to provide outlet and outlet cover, connect and provide conduits, wiring and tie to city lighting meter.
4		DRIP IRRIGATION
		Separate zone with Hunter/Rainwise Smart Clock (Or Approved Equal)
24"		DEEPROOT - SILVA CELL STRUCTURAL SUBGRADE UNITS
		SILVA CELLS
		Per City Standard - Tree Well Detail 2:
		2X Units: 24" x 48 x 30.9"
		12 Units Per Street Tree*
		*NOTE: Final Specs and Layout per manufacturer design engineer specifications.
2		STREET LIGHT
		Per City Standard - Street Light 14:
		SOLARONE RP5 DESIGN 168 LPF (Or Approved Equal)
2		SCREEN PANELS
		WOOD AND STEEL SLATS
		To Match Architectural Elements

LEGEND

- MASONRY SITE WALL — Match Veneer Pattern of Architectural Stone
- MASONRY SITE COLUMN — Match Veneer Pattern of Architectural Stone
- TERRACE PAVERS
- PLAZA AND TERRACE PAVERS
- DRIVEWAY AND SIDEWALK PAVERS

RESTORATION NOTES

1. DISTURBED AREAS WILL BE REPAIRED AS NECESSARY. EXISTING SOD STRUCTURES, AND DEBRIS WILL BE REMOVED FROM RIPARIAN SETBACK AREA, EXCEPT THAT WHICH IS DEEMED INTEGRAL OR NECESSARY TO MAINTAIN BANK STABILIZATION.
2. THE RIPARIAN AREA WILL BE RESTORED/ENHANCED WITH RIPARIAN PLANTINGS AS DEPICTED AND ALL DISTURBED AREAS WILL BE RESEEDED WITH NATURAL GRASSES.
3. THE RIPARIAN RESTORATION INCLUDES ESTABLISHMENT OF UNDERSTORY PLANTINGS THAT WERE PREVIOUSLY REMOVED AND ARE CURRENTLY NOT PRESENT.
4. A CONSTRUCTION FENCE WILL BE PLACED ALONG THE RIPARIAN SETBACK PRIOR TO EXCAVATION.
5. ALL DISTURBED AREAS TO BE REVEGETATED AND IRRIGATED BY AN AUTOMATIC SPRINKLER SYSTEM WHICH WILL BE LOCATED OUTSIDE THE 25' RIPARIAN ZONE.

LANDSCAPE + PLANTING NOTES

1. LOCATIONS OF PROPOSED PLANT MATERIALS ARE APPROXIMATE AND MUST BE FIELD VERIFIED PRIOR TO INSTALLATION.
2. UTILITY LOCATIONS ARE APPROXIMATE AND MUST BE LOCATED AND VERIFIED IN THE FIELD PRIOR TO ANY EXCAVATION WORK INCLUDING INSTALLATION OF PLANT MATERIALS.
3. ALL PLANTING AREAS TO BE AERATED AFTER CONSTRUCTION AND PRIOR TO INSTALLATION OF PLANT MATERIALS.
4. ALL PLANT MATERIALS TO COMPLY WITH THE AMERICAN ASSOCIATON OF NURSERYMEN STANDARDS.
5. ALL EXISTING PLANTS THAT ARE IDENTIFIED TO REMAIN SHALL BE PROTECTED FROM CONSTRUCTION ACITIVITIES AS NECESSARY TO PROTECT AGAINST COMPACTION OF ROOT ZONES, SOIL CONTAMINANTS, AND INJURY TO BRANCHES.
6. REFER TO IRRIGATION PERFORMANCE SPECIFICATIONS FOR ADDITIONAL INFORMATION.

RIPARIAN ENHANCEMENT PLANT LEGEND

5		RIPARIAN TREES	
4	2" CAL.	MOUNTAIN ASH, Sorbus scopulina	
1	2" CAL.	MOUNTAIN ALDER, Alnus incana	
			RIPARIAN GRASS MIX
			STREAMBANK WHEATGRASS, Agropyron riparium
			CANADIAN BLUEGRASS, Poa compressa
			IDAHO FESCUE, Festuca Idahoensis
28		RIPARIAN SHRUBS	
	5 GAL.	BEBB WILLOW, Salix bebbiana	
		BEEBERRY, Amelanchier alnifolia	
		DOGWOOD, Cornus stolonifera	
		SANDBAR WILLOW, Salix exigua	
		ELDERBERRY, Sambucus caerulea	
		GOOSEBERRY, Ribes setosum	
		CREEPING WILLOW, Salix arenaria	
		GOLDEN CURRANT, Ribes aureum	
	20 GAL.	FLAME WILLOW, Salix sp. 'Flame'	
			GROUNDCOVER/ LOW SHRUBS @ 8' O.C.
			OREGON GRAPE HOLLY, Mahonia repens
			MOUNTAIN LOVER, Pachistima myrsinites
			WINTERGREEN, Gaultheria procumbens

NORTH 5' 0 10' 20'

OWNERSHIP OF DOCUMENTS THIS ELECTRONIC DOCUMENT AND THE CONTENTS CONTAINED THEREIN (I.E. DESIGNS, CONCEPTS, AND GRAPHIC SYMBOLS) ARE THE PROPERTY OF LANDWORK STUDIO LLC, AND SHALL NOT BE USED IN WHOLE OR IN PART, BY ANY OTHER PERSON OR PERSONS WITHOUT THE WRITTEN AUTHORIZATION OF LANDWORK STUDIO LLC.

Harriman Hotel, LLC

Hornberger + Worstell

LANDWORK STUDIO LLC
LANDSCAPE ARCHITECTURE + DESIGN

LA-218

APPELLATION / SUN VALLEY

300 EAST RIVER STREET, KETCHUM, IDAHO

DESIGN REVIEW - FINAL 02.07.2023

Project Number

Scale

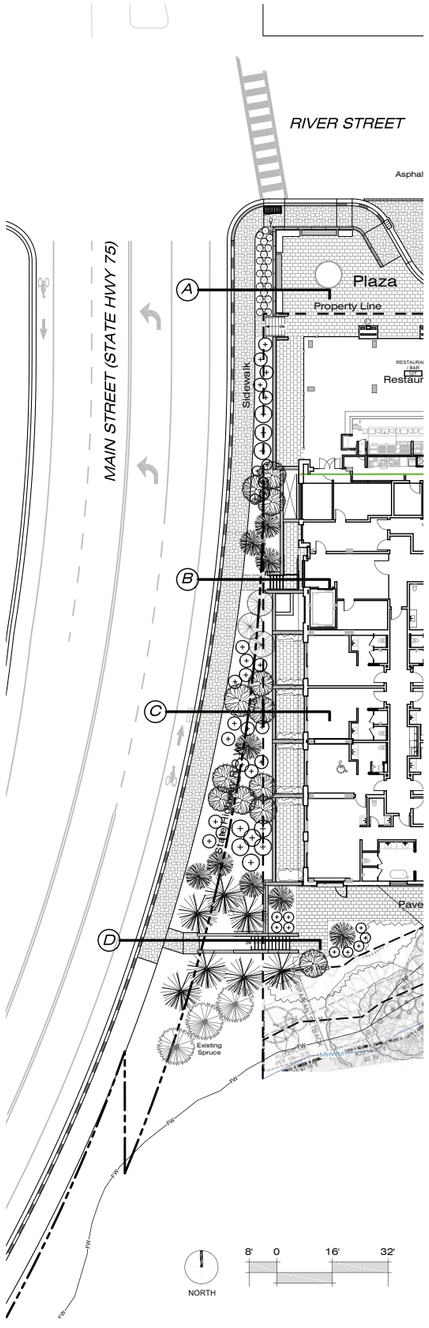
© 2019 Hornberger + Worstell
All drawings and written materials appearing within constitute the original and unpublished work of the architect and may not be duplicated, used or disclosed without prior written consent of the architect.

Hornberger + Worstell
170 Maiden Lane, San Francisco, CA 94108
Telephone 415.391.9360
Facsimile 415.956.1912
www.hornbergerworstell.com

LANDSCAPE PLAN

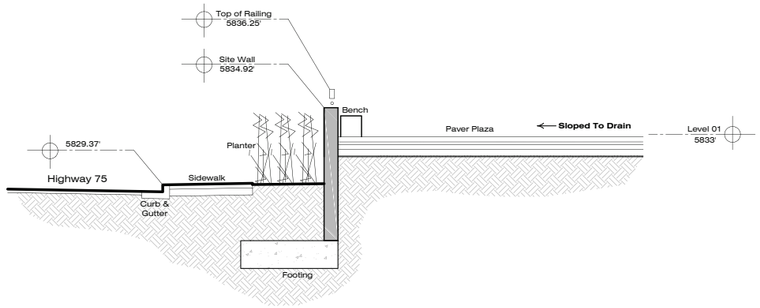
L3.0

NOT FOR CONSTRUCTION



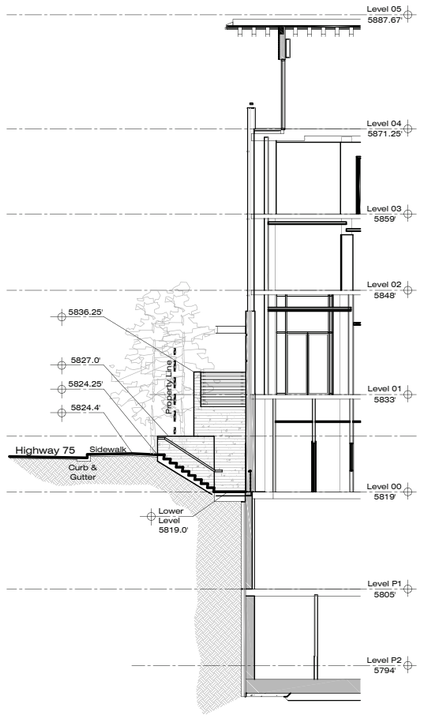
HIGHWAY PLAN

PLAN DATED: 01/18/23



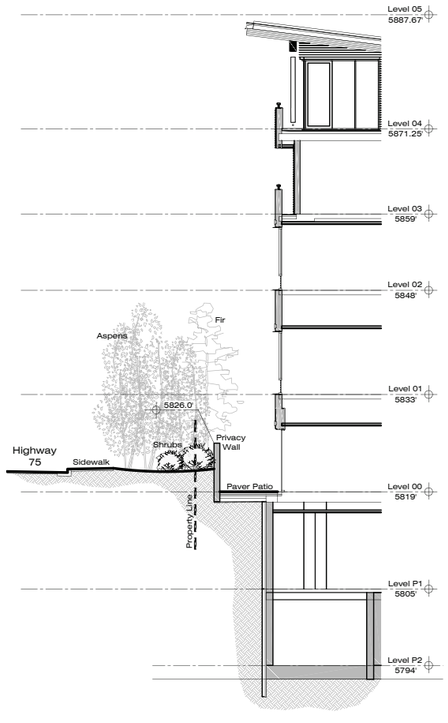
CROSS SECTION - A

Scale: 1/4" = 1'-0"



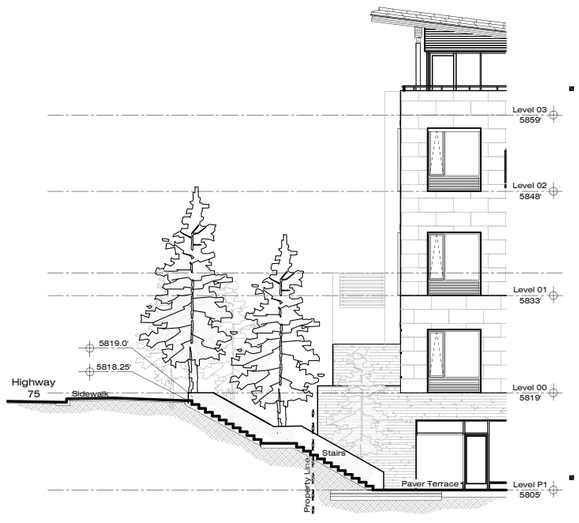
CROSS SECTION - B

Scale: 1/8" = 1'-0"



CROSS SECTION - C

Scale: 1/8" = 1'-0"



CROSS SECTION - D

Scale: 1/8" = 1'-0"

OWNERSHIP OF DOCUMENTS:THIS ELECTRONIC DOCUMENT AND THE CONTENTS CONTAINED THEREON (I.E. DESIGNS, CONCEPTS, AND GRAPHIC SYMBOLS) ARE THE PROPERTY OF LANDWORK STUDIO, LLC, AND SHALL NOT BE USED IN WHOLE OR IN PART, BY ANY OTHER PERSON OR PERSONS WITHOUT THE WRITTEN AUTHORIZATION OF LANDWORK STUDIO LLC.

Harriman Hotel, LLC

Hornberger + Worstell

LANDWORK STUDIO LLC
LANDSCAPE ARCHITECTURE + DESIGN

ROBERT A. RYAN
LA-216
LANDSCAPE ARCHITECT

APPELLATION / SUN VALLEY

300 EAST RIVER STREET, KETCHUM, IDAHO

DESIGN REVIEW - FINAL 02.07.2023

Project Number

Scale

© 2019 Hornberger + Worstell
All drawings and written materials appearing within constitute the original and unpublished work of the architect and may not be duplicated, used or disclosed without prior written consent of the architect.

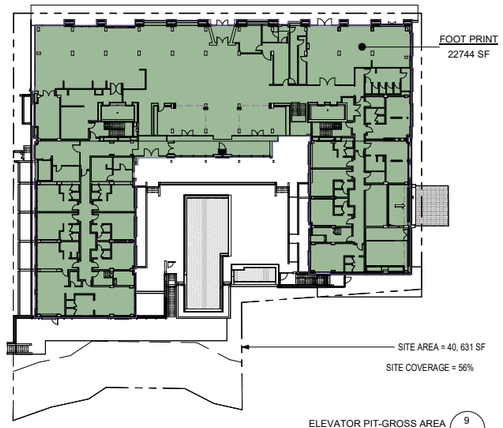
Hornberger + Worstell
170 Maiden Lane, San Francisco , CA 94108
Telephone 415.391.1580
Facsimile 415.659.1812
www.hornbergerworstell.com

HIGHWAY PLAN AND SECTIONS

L4.0

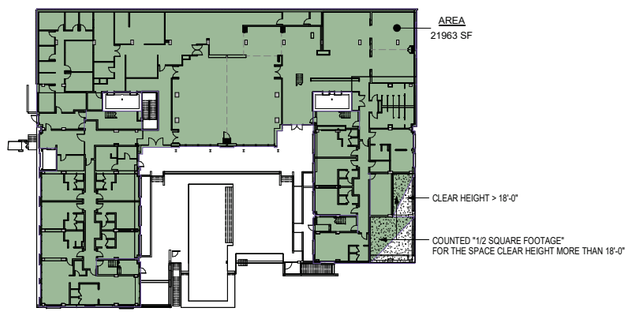
NOT FOR CONSTRUCTION

Gross Building Areas

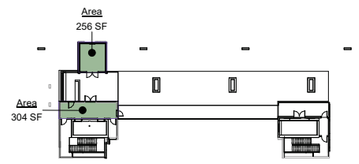


ELEVATOR PIT-GROSS AREA (5 / A7.22) 1" = 30'-0" 9 A-05

LEVEL 03 GROSS AREA (1 / A0.10) 1" = 30'-0" 6 A-05

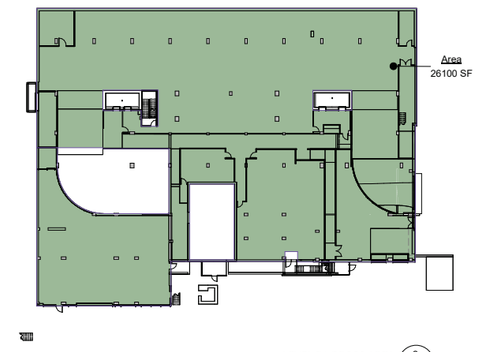


LEVEL 00 GROSS AREA 1" = 30'-0" 3 A-05

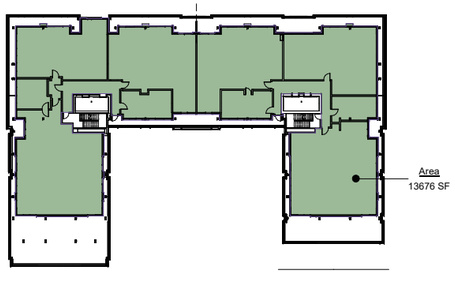


LEVEL 05 GROSS AREA 1" = 30'-0" 8 A-05

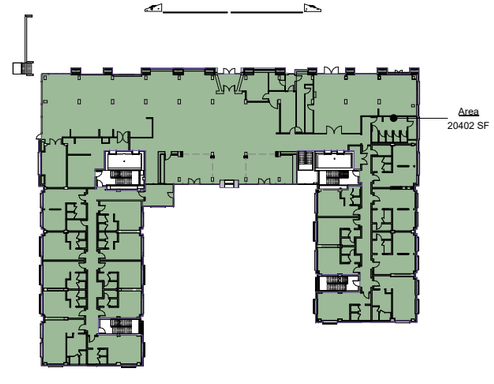
LEVEL 02 GROSS AREA 1" = 30'-0" 5 A-05



LEVEL P1 GROSS AREA 1" = 30'-0" 2 A-05



LEVEL 04 GROSS AREA 1" = 30'-0" 7 A-05



LEVEL 01 GROSS AREA 1" = 30'-0" 4 A-05

LEVEL P2/P3 GROSS AREA 1" = 30'-0" 1 A-05

AREA MEASUREMENT CRITERIA

1. OUTSIDE FACE OF EXTERIOR WALL
2. FACE OF GLASS
3. EXCLUDES ELEVATOR, STAIR, AND MECHANICAL SHAFTS

GROSS AREA	
Level	AREA
Not Placed	
Level P3	26165 SF
Level P1	26100 SF
Level 00	21963 SF
Level 01	20402 SF
Level 02	20093 SF
Level 03	18709 SF
Level 04	13677 SF
Level 05	304 SF
Level 05	256 SF
	147669 SF

Harriman Hotel, LLC

Harrim... Ketchu... Hotel, LLC

Hornbe... + Worstell

APPELLATION SUN VALLEY

DESIGN REVIEW - FINAL 02.07.2023
Design Review 09.14.22

Project Number 14695

Scale

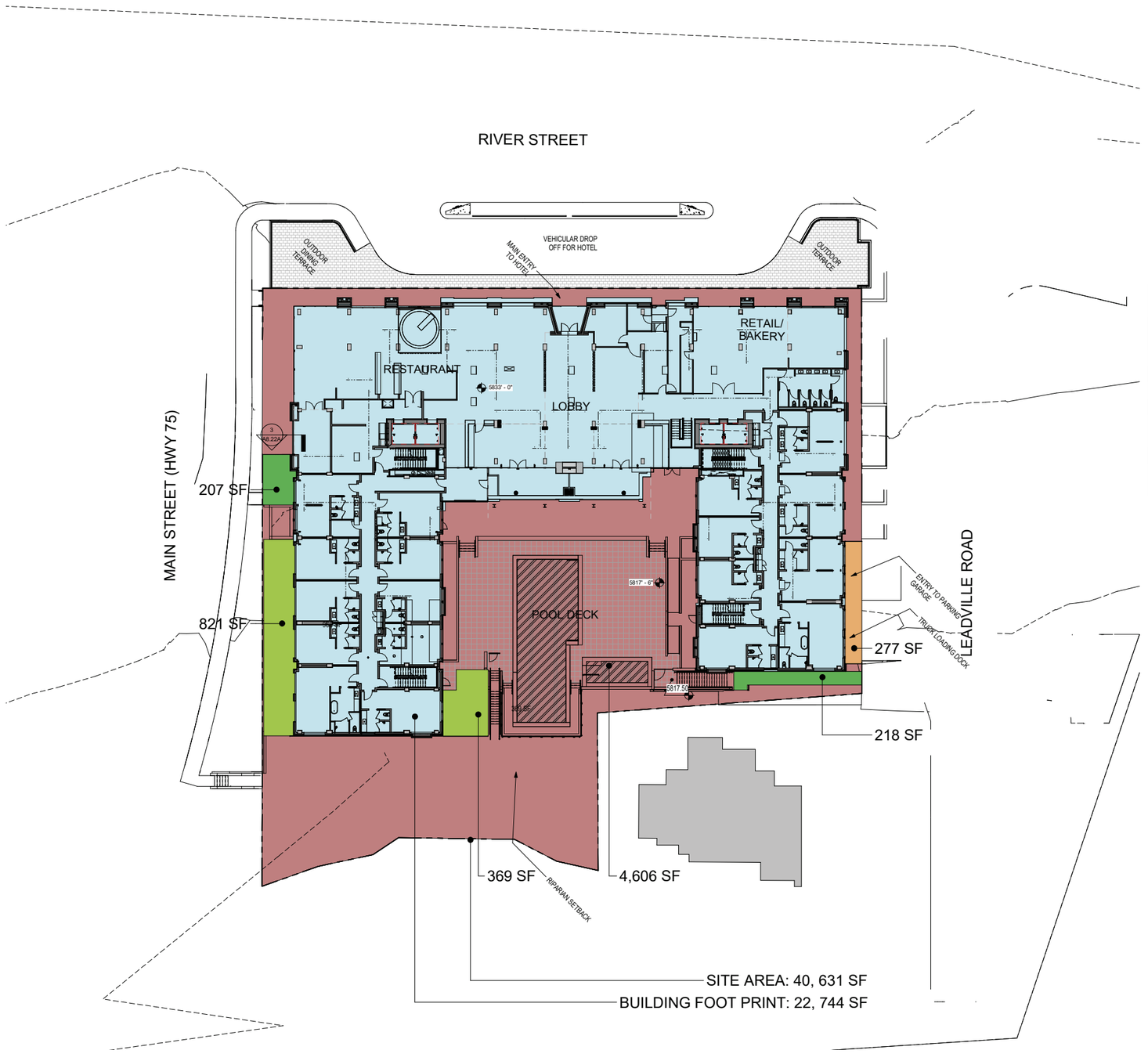
© 2022 Hornberger + Worstell
All drawings and written materials appearing within constitute the original and unpublished work of the architect and may not be duplicated, used or disclosed without prior written consent of the architect.

Hornberger + Worstell
170 Maiden Lane, San Francisco , CA 94108
Telephone 415.391.1080
www.hornbergerworstell.com

NOT FOR CONSTRUCTION

A.00

Site Open Area Calculations



APPELLATION/SUN VALLEY OPEN AREA CALCULATIONS

COLOR CODE	AREA	AREA in SF	PERCENTAGE OF SITE AREA
	TOTAL PROPERTY SITE	40,631 SF	100%
	BUILDING FOOTPRINT	22,744 SF	56%
	GROSS OPEN AREA	17,877 SF	44%
	DRIVEWAYS	277 SF	
	SITE OPEN AREA	17,610 SF	43.3%
	PRIVATE DECKS & WALKWAYS	1,615 SF	4.0%
	NET OPEN AREA: INCLUDING POOLS	15,995 SF	39.4%
	POOL AREAS	1,458 SF	
	NET OPEN AREA: NOT INCLUDING POOLS	14,537 SF	35.8%

Harriman Hotel, LLC

Hornberger + Worstell

APPELLATION SUN VALLEY

DESIGN REVIEW - FINAL 02.07.2023
Design Review 09.14.22

Project Number 14695

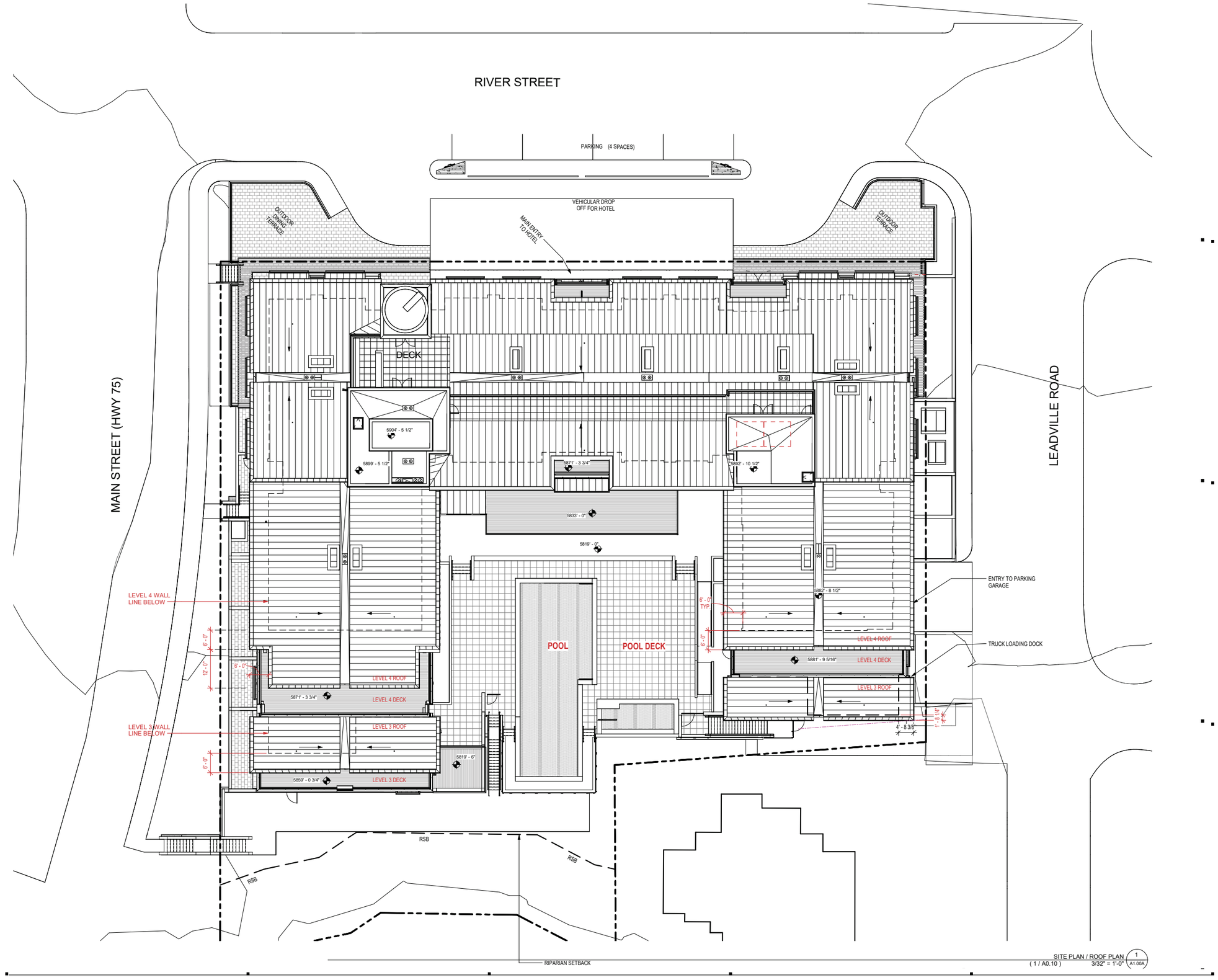
Scale

© 2022 Hornberger + Worstell
All drawings and written materials appearing within constitute the original and unpublished work of the architect and may not be duplicated, used or disclosed without prior written consent of the architect.

Hornberger + Worstell
170 Maiden Lane, San Francisco , CA 94108
Telephone 415.391.1080
www.hornbergerworstell.com

NOT FOR CONSTRUCTION

A.01



SITE PLAN / ROOF PLAN (1 / A0.10) 3/32" = 1'-0" (1 / A1.00A)

Architect Chris Hornberger Hagel
Hornberger+Worstell AIA CO Cloud Ltd

Harriman Ketchum Hotel, LLC

Hornberger + Worstell

APPELLATION
SUN VALLEY

DESIGN REVIEW - FINAL	02.07.2023
Design Review	09.14.22

Project Number 14695

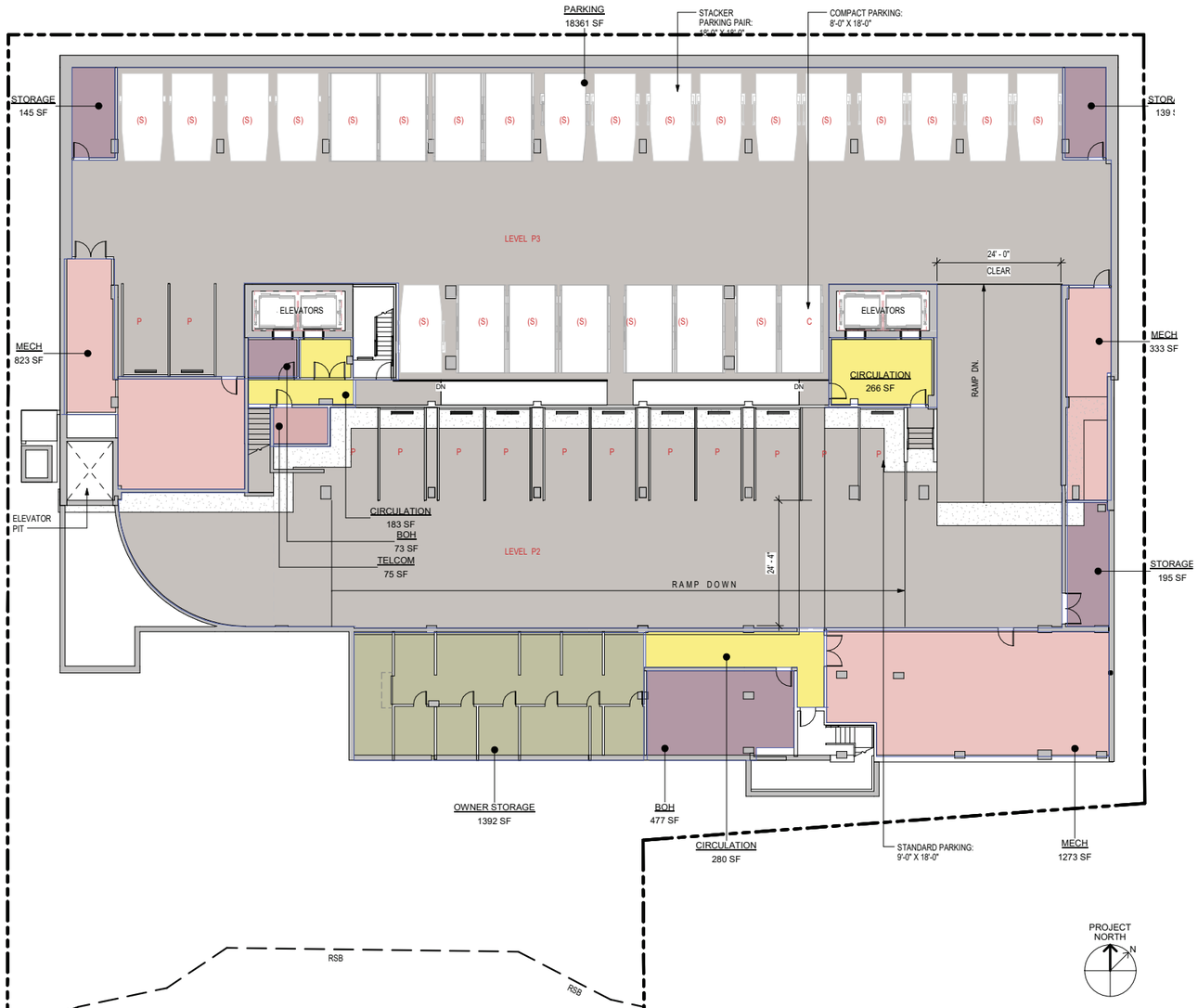
Scale

© 2022 Hornberger + Worstell
All drawings and written materials appearing within constitute the original and unpublished work of the architect and may not be duplicated, used or disclosed without prior written consent of the architect.

Hornberger + Worstell
170 Maiden Lane, San Francisco , CA 94108
Telephone 415.391.1080
www.hornbergerworstell.com

NOT FOR CONSTRUCTION

Level P2/P3 Plan



Level P1 Plan

	Color Code	Program Space Name	NSF	GSF	KEYS	OCCUPANCY
1		Parking	12,155		39 Spaces	S2
2		Mechanical, Electrical, Telecom	1,051			S2
3		Passenger Elevator				
4		Service Elevator				
5		Circulation	1,977			
6		Spa/Fitness	3,874			A3
7		Back of House	3,709			S1/S2
8		Loading Dock	1,252			S2
9		Storage	645			S2
		TOTAL AREA	24,663	25,934		

LEVEL P3 PARKING SCHEDULE	
ACCESSIBLE	0
COMPACT	1
STANDARD	2
STACKERS (25 X 2)	50
VALET	0
TOTAL PARKING	53

LEVEL P2 PARKING SCHEDULE	
ACCESSIBLE	0
COMPACT	0
STANDARD	11
STACKERS (0 X 2)	0
VALET	0
TOTAL PARKING	11

0 10 20 40

Harriman Hotel, LLC

Hornberger Worstell

APPELLATION SUN VALLEY

DESIGN REVIEW - FINAL 02.07.2023
Update 08.18.22
Design Review 09.14.22

Project Number 14695

Scale

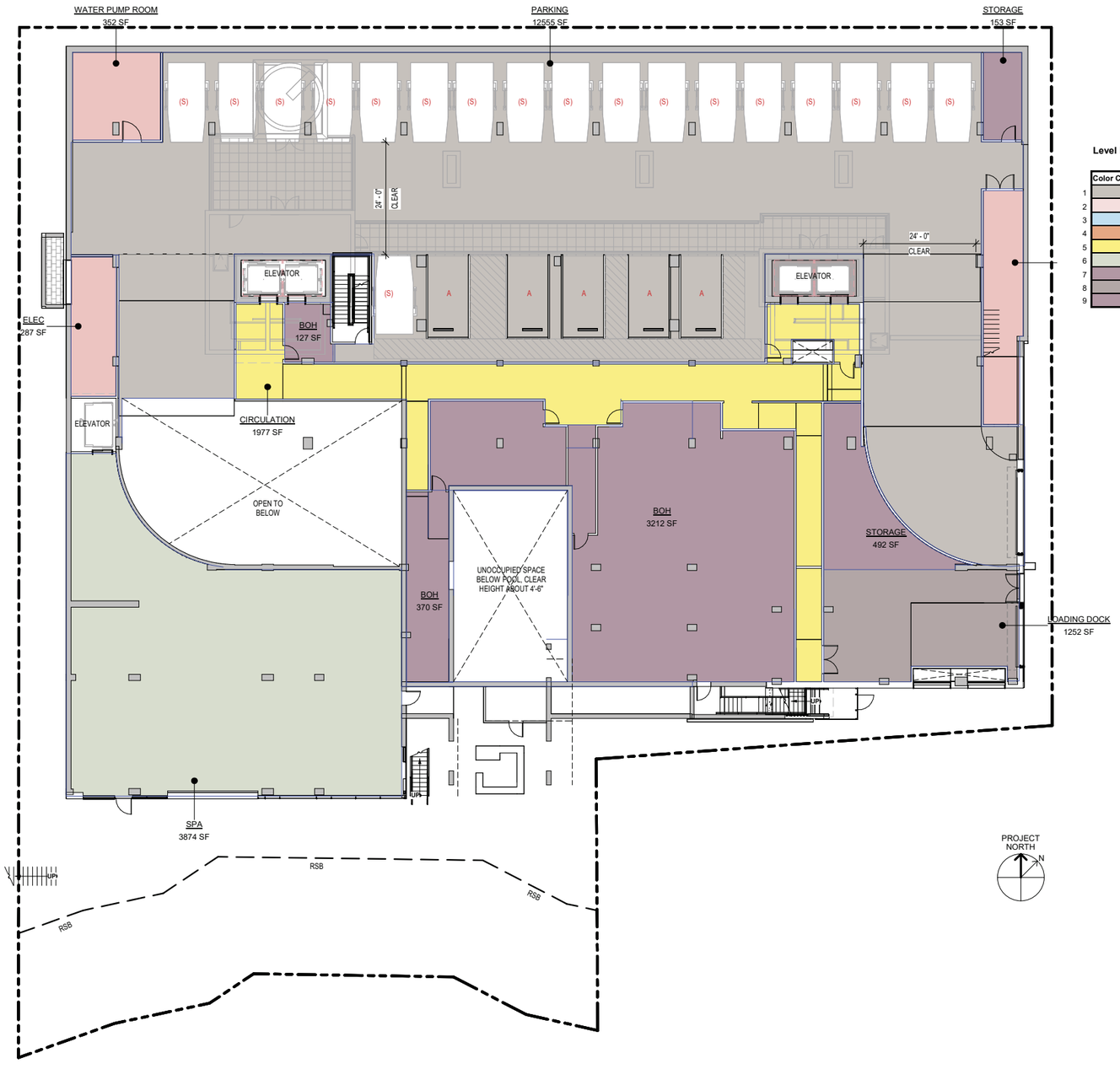
© 2022 Hornberger + Worstell
All drawings and written materials appearing within constitute original and unpublished work of the architect and may not be duplicated, used or disclosed without prior written consent of the architect.

Hornberger + Worstell
170 Maiden Lane, San Francisco , CA 94108
Telephone 415.391.1080
www.hornbergerworstell.com

A2.0C

NOT FOR CONSTRUCTION

Level P1 Plan



Level P1 Plan

	Color Code	Program Space Name	NSF	GSF	KEYS	OCCUPANCY
1		Parking	12,555		39 Spaces	S2
2		Mechanical, Electrical, Telecom	1,051			S2
3		Passenger Elevator				
4		Service Elevator				
5		Circulation	1,936			
6		Spa/Fitness	3,874			A3
7		Back of House	3,698			S1/S2
8		Loading Dock	898			S2
9		Storage	281			S2
		TOTAL AREA	24,293	25,934		

24293 SF

LEVEL P1 PARKING SCHEDULE	
ACCESSIBLE	5
COMPACT	0
STANDARD	0
STACKERS (18 X 2)	36
VALET	0
TOTAL PARKING	41

0 10 20 40

Harriman Hotel, LLC

Harriman Hotel, LLC

APPELLATION
SUN VALLEY

DESIGN REVIEW - FINAL 03.07.2023
Update 08.18.22
Design Review 09.14.22

Project Number 14695

Scale

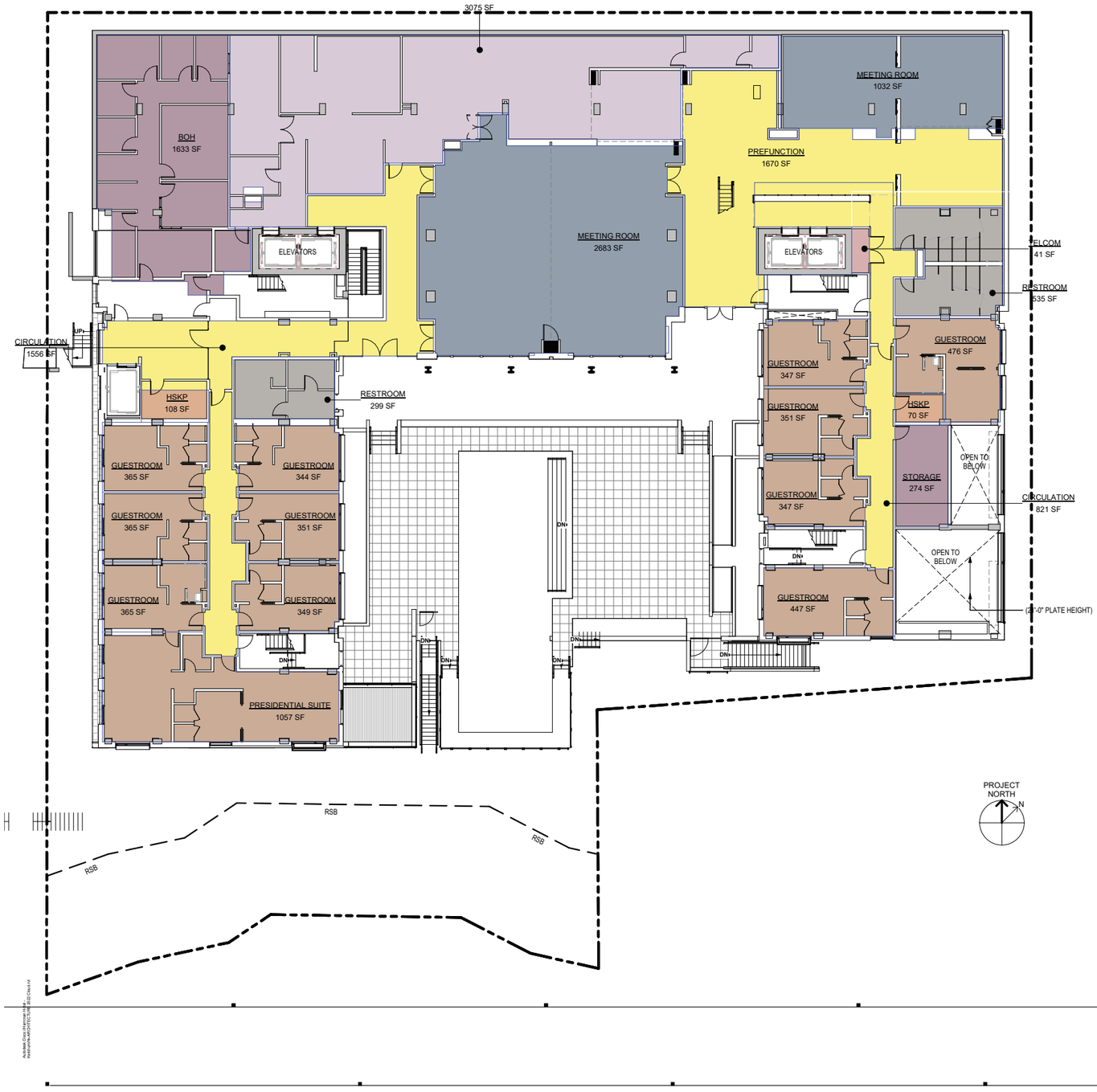
© 2022 Hornberger + Worstell
All drawings and written materials appearing within constitute the original and unpublished work of the architect and may not be duplicated, used or disclosed without prior written consent of the architect.

Hornberger + Worstell
170 Maiden Lane, San Francisco , CA 94108
Telephone 415.391.1080
www.hornbergerworstell.com

A2.0B

NOT FOR CONSTRUCTION

Level 0 Plan



Level 0 Plan

	Color Code	Program Space Name	NSF	GSF	KEYS	OCCUPANCY
1		Meeting Room	3,715			A2
2		Mens + Womens Bathrooms	835			
3		Passenger Elevator				
4		Service Elevator				
5		Storage	274			S2
6		Circulation	2,377			
7		Prefunction	1,676			
8		Housekeeping	178			S2
9		Back of House	1,633			S2
10		Telecom	41			S2
11		Kitchen	3,075			B
	Color Code	**Guestroom Type**				
12		Guestroom	4,107		11	R1
13		Presidential Suite	1,057		1	R1
		TOTAL AREA + KEYS	18,968	21,528	12	

0 10 20 40

Harriman Ketchum Hotel, LLC

Hornberger + Worstell

APPELLATION SUN VALLEY

DESIGN REVIEW - FINAL 02.07.2023
Update 08.18.22
Design Review 09.14.22

Project Number 14695

Scale

© 2022 Hornberger + Worstell
All drawings and written materials appearing within constitute the original and unpublished work of the architect and may not be duplicated, used or disclosed without prior written consent of the architect.

Hornberger + Worstell
170 Maiden Lane, San Francisco , CA 94108
Telephone 415.391.1080
www.hornbergerworstell.com

A2.0A

NOT FOR CONSTRUCTION

Level 1 Plan

Level 1 Plan

	Color Code	Program Space Name	NSF	GSF	KEYS	OCCUPANCY
1		Restaurant (Bar+Seating)	2,668			A2
2		Kitchen	1,121			B
3		Kitchen/Bar/Bakery	656			B
4		Mens + Womens Bathrooms	387			
5		Circulation	2,163			
6		Back of House	552			B
7		Lobby/Living Room	2,704			
8		Bag & Skies Storage	290			S2
9		Adventure Center	1,000			B
10		Passenger Elevator				
11		Service Elevator				
12		Mechanical				
13		Telecom				S2
14		Exit Stairs				

	Color Code	Guestroom Type				
15		Guestroom	7,832		18	R1
		TOTAL AREA + KEYS	19,373	20,402	18	

Architect Check Antenna Height
Architect Architect Height 232 Check ref.

Harriman Ketchum Hotel, LLC

Hornberger + Worstell

APPELLATION SUN VALLEY

DESIGN REVIEW - FINAL 02.07.2023
Design Review 09.14.22

Project Number 14695

Scale

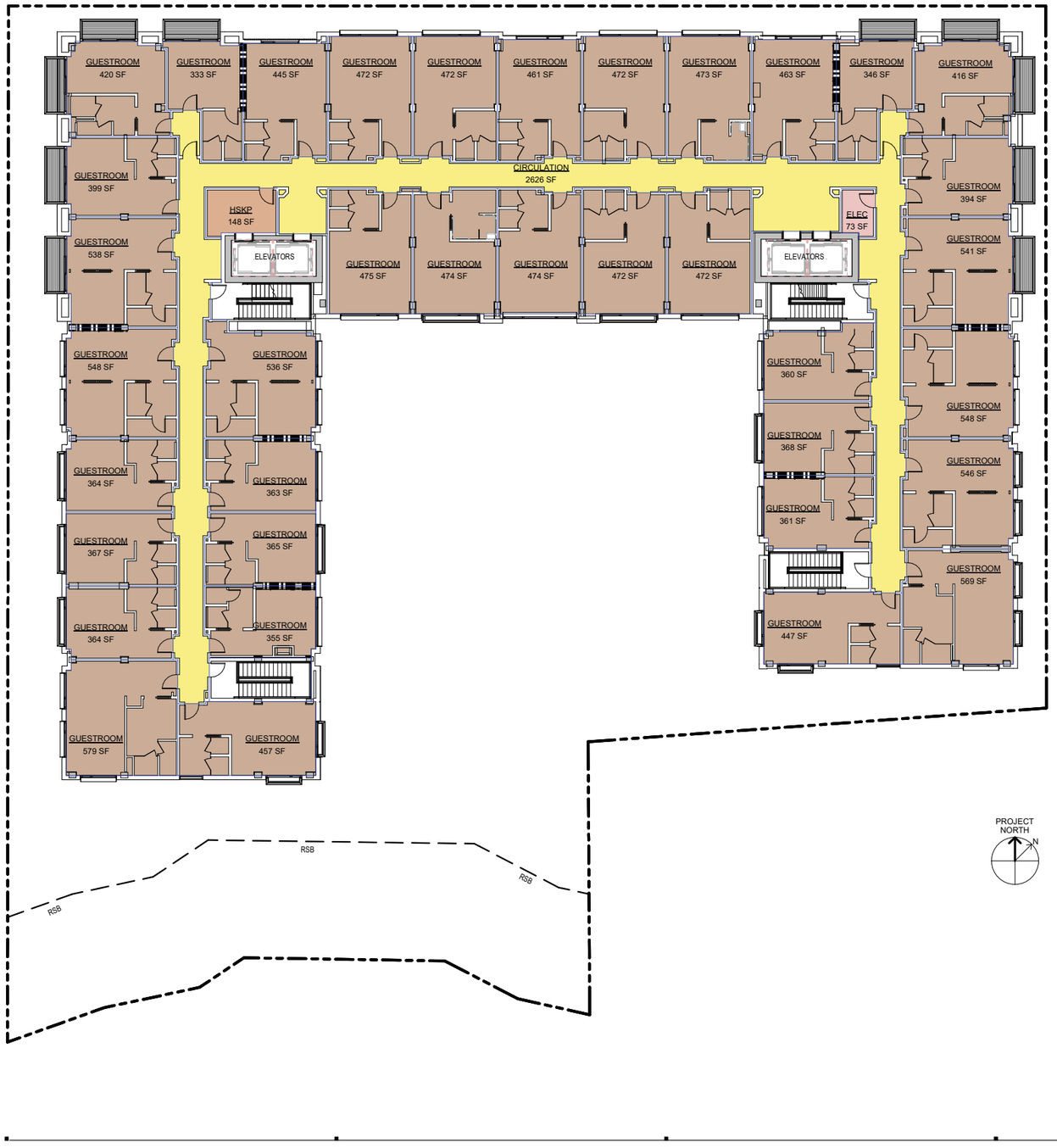
© 2022 Hornberger + Worstell
All drawings and written materials appearing within constitute the original and unpublished work of the architect and may not be duplicated, used or disclosed without prior written consent of the architect.

Hornberger + Worstell
170 Maiden Lane, San Francisco , CA 94108
Telephone 415.391.1980
www.hornbergerworstell.com

A2.01

NOT FOR CONSTRUCTION

Level 2 Plan



Level 2 Plan

	Color Code	Program Space Name	NSF	GSF	KEYS	OCCUPANCY
1		Circulation	2,626			
2		Housekeeping	148			S2
3		Passenger Elevator				
4		Service Elevator				
5		Electrical				S1
6		Exit Stairs				
		TOTAL HOTEL SERVICES	2,774			

	Color Code	Guestroom Type				
7		Guestroom	16,509		37	R1
		TOTAL AREA + KEYS	19,283	20,093	37	

Harriman Ketchum Hotel, LLC

Hornberger + Worstell

Hornberger + Worstell

APPELLATION SUN VALLEY

DESIGN REVIEW - FINAL 02.07.2023
Design Review 09.14.22

Project Number 14695

Scale

© 2022 Hornberger + Worstell
All drawings and written materials appearing within constitute the original and unpublished work of the architect and may not be duplicated, used or disclosed without prior written consent of the architect.

Hornberger + Worstell
170 Maiden Lane, San Francisco , CA 94108
Telephone 415.391.1080
www.hornbergerworstell.com

A2.02

NOT FOR CONSTRUCTION

Level 3 Plan

LEVEL 03 NET AREA (1 / A-03)
1" = 10'-0"

Level 3 Plan

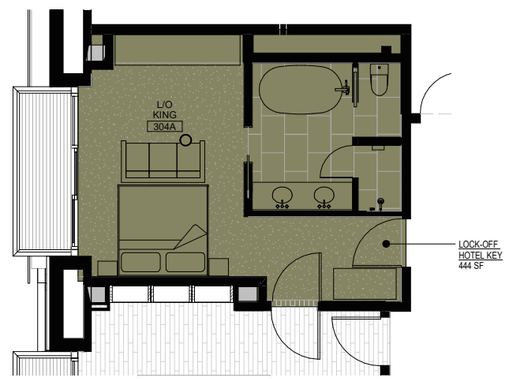
	Color Code	Program Space Name	NSF	GSF	KEYS	OCCUPANCY
1		Circulation	1,793			
2		Housekeeping	152			S2
3		Passenger Elevator				
4		Service Elevator				
5		Mechanical				S2
6		Exit Stairs				
		TOTAL HHOTEL SERVICES	1,945			

	Color Code	Guestroom Type				
7		Guestroom	2,643		6	R1
8		Lock-Off Hotel Keys	2,337		5	
		TOTAL HOTEL KEYS			11	

	Color Code	Condominium Type				
9		2 Bedroom	8,028		5	R2
10		3 Bedroom	5,239		2	R2
		TOTAL AREA + KEYS	13,267	18,709	7	

NOTE:

"LOCK-OFF" AREA INCLUDED IN THE AREA SHOWN FOR EACH RESIDENCE.



LEVEL 3 LOCK-OFF UNIT LAYOUT (2 / A-03)
1/4" = 1'-0"

40

Architects Orton Hornberger Hiatt
Hornberger Worstell Architecture, Inc. | Orton Hiatt

Harriman Ketchum Hotel, LLC

Hornberger + Worstell

APPELLATION SUN VALLEY

DESIGN REVIEW - FINAL 02.07.2023
Design Review 09.14.22

Project Number 14695

Scale

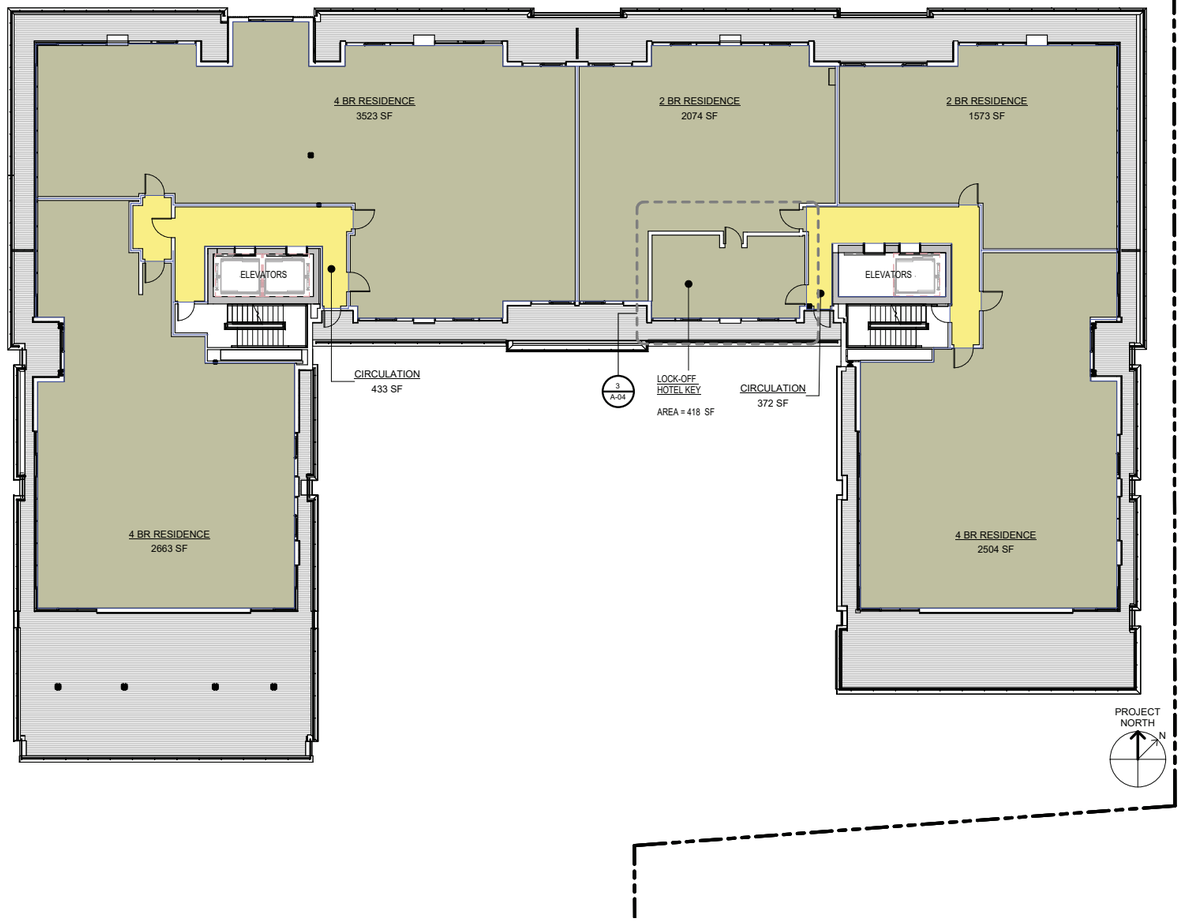
© 2022 Hornberger + Worstell
All drawings and written materials appearing within constitute the original and unpublished work of the architect and may not be duplicated, used or disclosed without prior written consent of the architect.

Hornberger + Worstell
170 Maiden Lane, San Francisco , CA 94108
Telephone 415.391.1080
www.hornbergerworstell.com

A2.03

NOT FOR CONSTRUCTION

Level 4 Plan

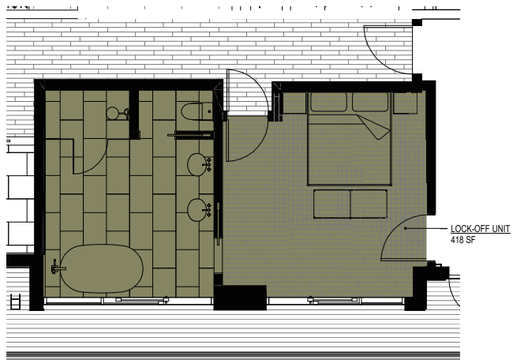


LEVEL 04 NET AREA 1 A-04
1" = 10'-0"

Level	Color Code	Program Space Name	NSF	GSF	KEYS	OCCUPANCY
1	1	Circulation	805			
2	2	Passenger Elevator				
3	3	Service Elevator				
4	4	Exit Stairs				
5	5	Lock-Off Hotel Keys	418		1	
		TOTAL HOTEL KEYS			1	
6	6	Two Bedrooms	3,647		2	R2
7	7	Four Bedrooms	8,690		3	R2
		TOTAL AREA + KEYS	12,337	13,676	5	

NOTE:

"LOCK-OFF" AREA INCLUDED IN THE AREA SHOWN FOR EACH RESIDENCE.



LEVEL 4 LOCK-OFF UNIT LAYOUT 3 A-04
1/4" = 1'-0"

0 10 20 40

Architect Chris Dishman Hotel
Architect\Hotel\Plans\Plans\A2.04 Level 4.vwx

Harriman Ketchum Hotel, LLC

Hornberger + Worstell

APPELLATION
SUN VALLEY

DESIGN REVIEW - FINAL 02.07.2023
Update 08.18.22
Design Review 09.14.22

Project Number 14695

Scale

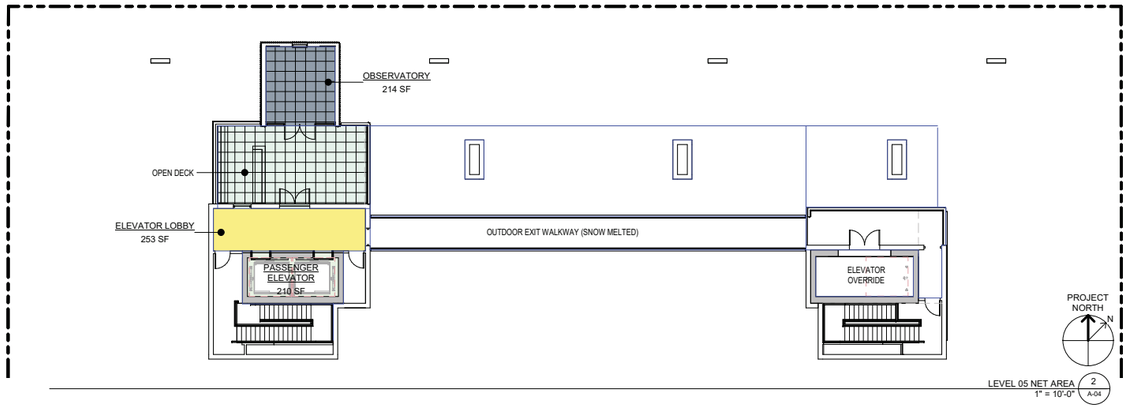
© 2022 Hornberger + Worstell
All drawings and written materials appearing within constitute the original and unpublished work of the architect and may not be duplicated, used or disclosed without prior written consent of the architect.

Hornberger + Worstell
170 Maiden Lane, San Francisco , CA 94108
Telephone 415.391.1680
www.hornbergerworstell.com

A2.04

NOT FOR CONSTRUCTION

Level 5 Plan



Level 5 Plan

	Color Code	Program Space Name	NSF	GSF	KEYS	OCCUPANCY
1		Passenger Elevator				
2		Service Elevator				
3		Elevator Lobby/Circulation	253			
4		Observatory	214			A3
5		Open Deck				A3
6		Exit Stairs				
		TOTAL AREA + KEYS	467	560	0	

0 10 20 40

Autodesk Docs://Harriman Hotel/
14695_Harriman Hotel_Rev Chris.rvt

Harriman Ketchum Hotel, LLC

Hornberger + Worstell

Harriman Hotel, LLC

APPELLATION SUN VALLEY

DESIGN REVIEW - FINAL 02.07.2023
Design Review 09.14.22

Project Number
14695

Scale

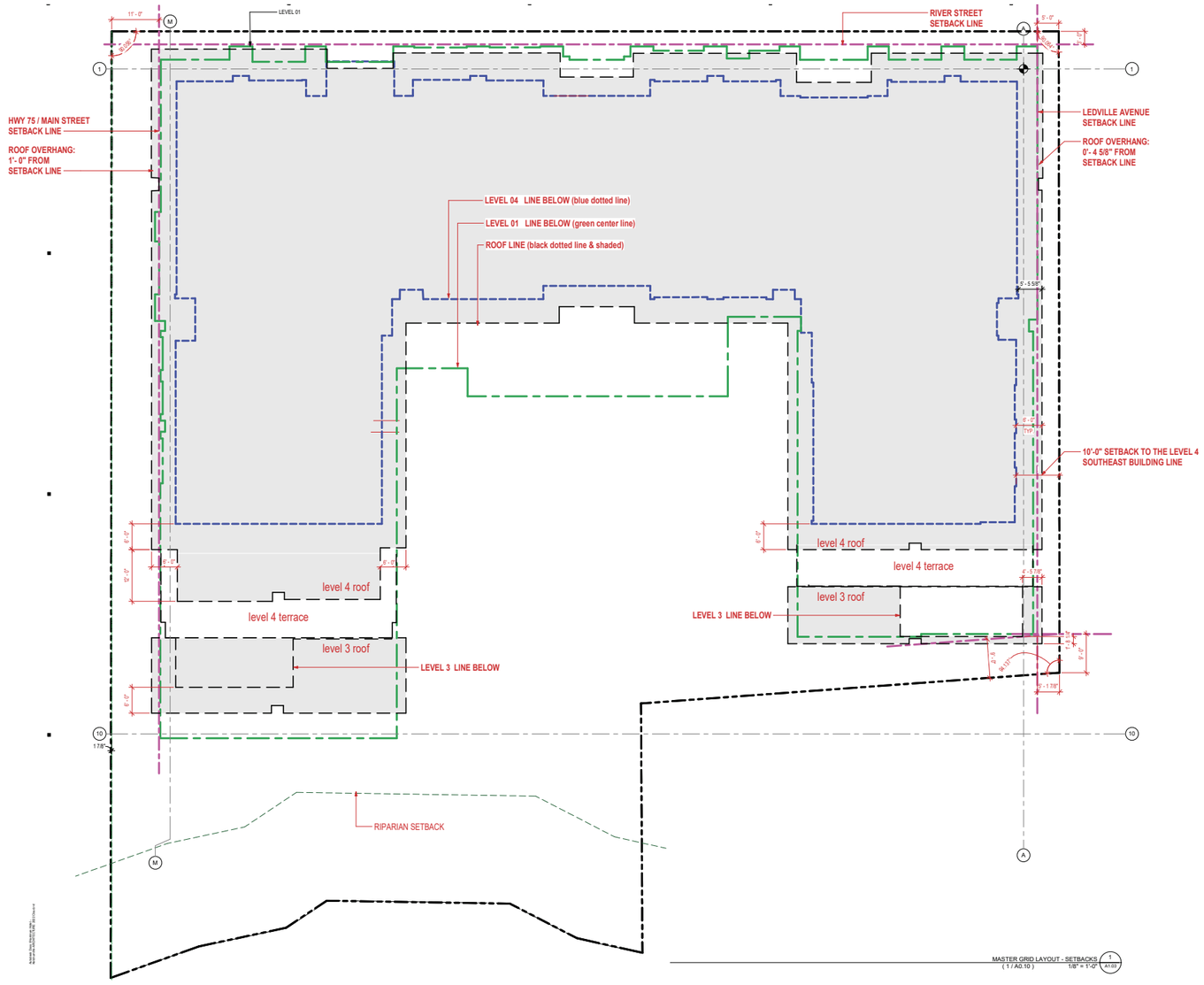
© 2022 Hornberger + Worstell
All drawings and written materials appearing within constitute the original and unpublished work of the architect and may not be duplicated, used or disclosed without prior written consent of the architect.

Hornberger + Worstell
170 Maiden Lane, San Francisco , CA 94108
Telephone 415.391.1580
www.hornbergerworstell.com

A2.05

NOT FOR CONSTRUCTION

BUILDING / ROOF SETBACKS PLAN



0 10 20 40

Harriman Hotel, LLC

Hornberger Worstell

Harriman Ketchum Hotel, LLC

Hornberger Worstell

APPELLATION SUN VALLEY

DESIGN REVIEW - FINAL 02.07.2023
Design Review 09.14.22

Project Number 14695

Scale

© 2022 Hornberger + Worstell
All drawings and written materials appearing within constitute the original and unpublished work of the architect and may not be duplicated, used or disclosed without prior written consent of the architect.

Hornberger + Worstell
170 Maiden Lane, San Francisco , CA 94108
Telephone : 415.391.1060
www.hornbergerworstell.com

A2.06

NOT FOR CONSTRUCTION

Summary Statistics

Level 0 Plan

	Color Code	Program Space Name	NSF	GSF	KEYS	OCCUPANCY
1		Meeting Room	3,715			A2
2		Mens + Womens Bathrooms	835			
3		Passenger Elevator				
4		Service Elevator				
5		Storage	274			S2
6		Circulation	2,377			
7		Prefunction	1,676			
8		Housekeeping	178			S2
9		Back of House	1,633			S2
10		Telecom	41			S2
11		Kitchen	3,075			B
	Color Code	**Guestroom Type**				
12		Guestroom	4,107		11	R1
13		Presidential Suite	1,057		1	R1
		TOTAL AREA + KEYS	18,968	21,528	12	

Level 1 Plan

	Color Code	Program Space Name	NSF	GSF	KEYS	OCCUPANCY
1		Restaurant (Bar+Seating)	2,668			A2
2		Kitchen	1,121			B
3		Kitchen/Bar/Bakery	656			B
4		Mens + Womens Bathrooms	387			
5		Circulation	2,163			
6		Back of House	552			B
7		Lobby/Living Room	2,704			
8		Bag & Skies Storage	290			S2
9		Adventure Center	1,000			B
10		Passenger Elevator				
11		Service Elevator				
12		Mechanical				
13		Telecom				S2
14		Exit Stairs				
	Color Code	**Guestroom Type**				
15		Guestroom	7,832		18	R1
		TOTAL AREA + KEYS	19,373	20,402	18	

Level 2 Plan

	Color Code	Program Space Name	NSF	GSF	KEYS	OCCUPANCY
1		Circulation	2,626			
2		Housekeeping	148			S2
3		Passenger Elevator				
4		Service Elevator				
5		Electrical				S1
6		Exit Stairs				
		TOTAL HOTEL SERVICES	2,774			
	Color Code	**Guestroom Type**				
7		Guestroom	16,509		37	R1
		TOTAL AREA + KEYS	19,283	20,093	37	

Level 3 Plan

	Color Code	Program Space Name	NSF	GSF	KEYS	OCCUPANCY
1		Circulation	1,793			
2		Housekeeping	152			S2
3		Passenger Elevator				
4		Service Elevator				
5		Mechanical				S2
6		Exit Stairs				
		TOTAL HHOTEL SERVICES	1,945			
	Color Code	**Guestroom Type**				
7		Guestroom	2,643		6	R1
8		Lock-Off Hotel Keys	2,337		5	
		TOTAL HOTEL KEYS			11	
	Color Code	**Condominium Type**				
9		2 Bedroom	8,028		5	R2
10		3 Bedroom	5,239		2	R2
		TOTAL AREA + KEYS	13,267	18,709	7	

Level 4 Plan

	Color Code	Program Space Name	NSF	GSF	KEYS	OCCUPANCY
1		Circulation	805			
2		Passenger Elevator				
3		Service Elevator				
4		Exit Stairs				
	Color Code	**Guestroom Type**				
5		Lock-Off Hotel Keys	418		1	
		TOTAL HOTEL KEYS			1	
	Color Code	**Condominium Type**				
6		Two Bedrooms	3,647		2	R2
7		Four Bedrooms	8,690		3	R2
		TOTAL AREA + KEYS	12,337	13,676	5	

Level 5 Plan

	Color Code	Program Space Name	NSF	GSF	KEYS	OCCUPANCY
1		Passenger Elevator				
2		Service Elevator				
3		Elevator Lobby/Circulation	512			
4		Observatory	214			A3
5		Open Deck				A3
6		Exit Stairs				
		TOTAL AREA + KEYS	726	1,110	0	

Level P1 Plan

	Color Code	Program Space Name	NSF	GSF	KEYS	OCCUPANCY
1		Parking	12,155		39 Spaces	S2
2		Mechanical, Electrical, Telecom	1,051			S2
3		Passenger Elevator				
4		Service Elevator				
5		Circulation	1,977			
6		Spa/Fitness	3,874			A3
7		Back of House	3,709			S1/S2
8		Loading Dock	1,252			S2
9		Storage	645			S2
		TOTAL AREA	24,663	25,934		

Level P2/P3 Plan

	Color Code	Program Space Name	NSF	GSF	KEYS	OCCUPANCY
1		Parking	18,300		67 Spaces	S2
2		Mechanical, Telecom	2,479			S2
3		Owner Storage	1,392			S2
4		Service Lobby				
5		Storage	479			S2
6		Back of House	550			S2
7		Circulation	740			
8		Telecom				S2
		TOTAL AREA	23,940	26,165		

Parking Summary (cars per level)

	Color Code	Program Space Name	Accessible	Compact	Standard	Stacker	Valet
1		River Street Parking	0	0	4	0	0
2		P1 Parking Level	5	0	0	36	0
3		P2 Parking Level	0	0	11	0	0
4		P3 Parking Level	0	1	2	50	0
		SUB-TOTAL PER TYPE	5	1	17	86	0
		GRAND TOTAL PARKING SPACES					109

Guestroom Summary Levels 00 - 04

Color Code	Guestroom Type	NSF	GSF	KEYS
	Guestroom	32,148		73
	Condo Lock-off Keys	2,755		6
	TOTAL AREA + KEYS	34,903		79

Condominiums Summary Level L3-L4

Color Code	Condominium Type	NSF	GSF	KEYS
	Two Bedroom	11,675		7
	Three Bedroom	5,239		2
	Four Bedroom	8,690		3
	TOTAL AREA + CONDOMINIUMS	25,604		12

Autodesk Docs://Harriman Hotel/14695_HarrimanKetchumHotel_2022.rvt

Harriman Ketchum Hotel, LLC

Hornberger + Worstell

APPELLATION SUN VALLEY

DESIGN REVIEW - FINAL 02.07.2023
Update 08.18.22
Design Review 09.14.22

Project Number 14695

Scale

© 2022 Hornberger + Worstell
All drawings and written materials appearing within constitute the original and unpublished work of the architect and may not be duplicated, used or disclosed without prior written consent of the architect.

Hornberger + Worstell
170 Maiden Lane, San Francisco , CA 94108
Telephone 415.391.1080
www.hornbergerworstell.com

NOT FOR CONSTRUCTION

A2.10

North Elevation

RIVER STREET

Architects Corp Premiere 15882 Jo Ohm Ltd
Hornberger+Worstell, AIA, CA, NV, CO

Harriman Ketchum Hotel, LLC

Hornberger + Worstell

APPELLATION SUN VALLEY

DESIGN REVIEW - FINAL	02.07.2023
Design Review	09.14.22

Project Number 14695

Scale

© 2022 Hornberger + Worstell
All drawings and written materials appearing within constitute the original and unpublished work of the architect and may not be duplicated, used or disclosed without prior written consent of the architect.

Hornberger + Worstell
170 Maiden Lane, San Francisco , CA 94108
Telephone 415.391.1280
www.hornbergerworstell.com

Design Review: North Elevation

A3.01

NOT FOR CONSTRUCTION

East Elevation

LEADVILLE

Harriman Ketchum Hotel, LLC

Hornberger + Worstell

APPELLATION
SUN VALLEY

Design Review Final	02.07.23
Update	08.18.22
Design Review	09.14.22

Project Number
14695

Scale

© 2022 Hornberger + Worstell
All drawings and written materials appearing within constitute the original and unpublished work of the architect and may not be duplicated, used or disclosed without prior written consent of the architect.

Hornberger + Worstell
170 Maiden Lane, San Francisco , CA 94108
Telephone 415.391.1280
www.hornbergerworstell.com

Design Review:
East Elevation

A3.02

NOT FOR CONSTRUCTION

South Elevation

TRAIL CREEK

Harriman Ketchum Hotel, LLC

Hornberger + Worstell

APPELLATION
SUN VALLEY

DESIGN REVIEW - FINAL	02.07.2023
Update Design Review	08.18.22 09.14.22

Project Number
14695

Scale

© 2022 Hornberger + Worstell
All drawings and written materials appearing within constitute the original and unpublished work of the architect and may not be duplicated, used or disclosed without prior written consent of the architect.

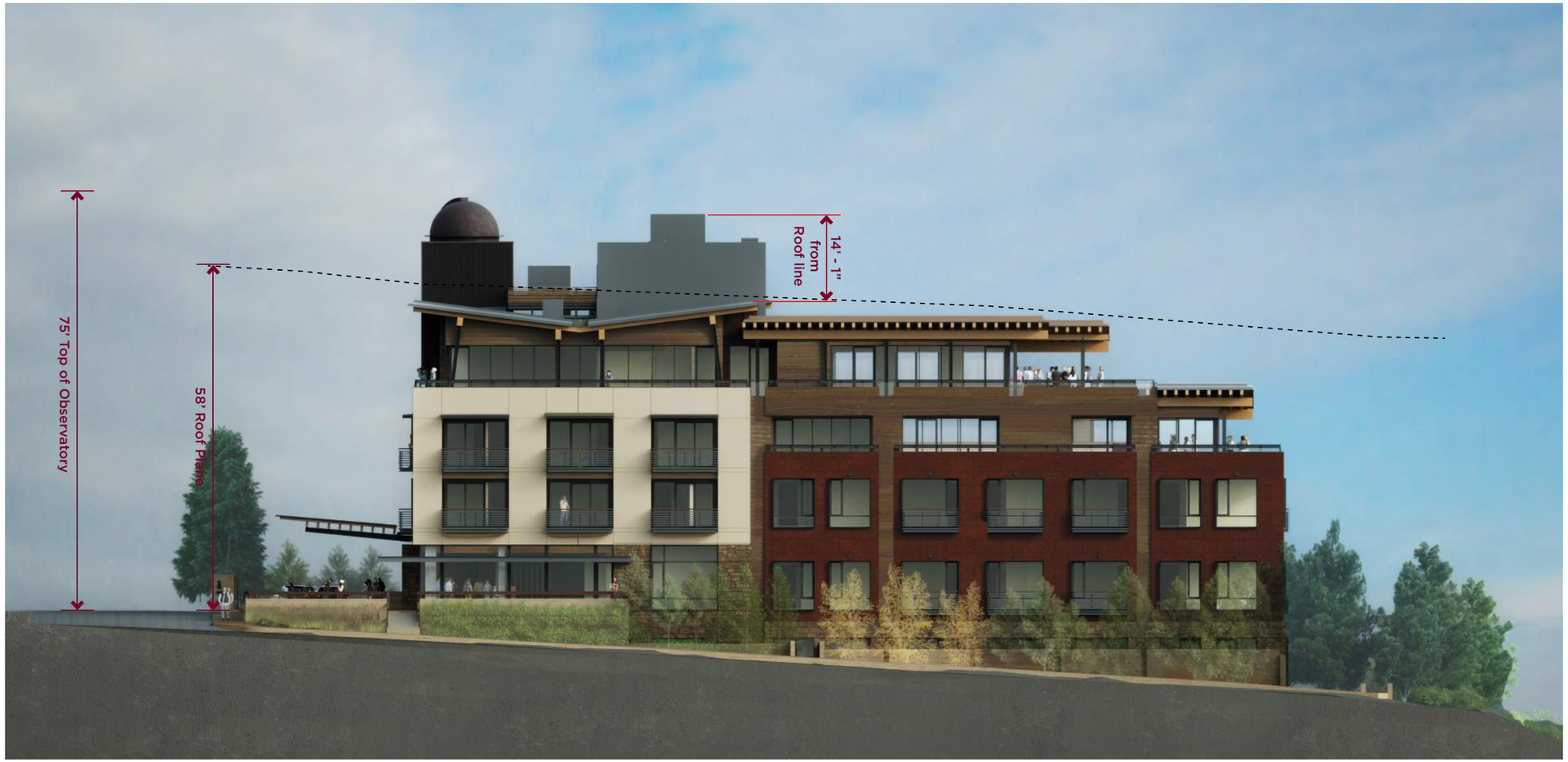
Hornberger + Worstell
170 Maiden Lane, San Francisco , CA 94108
Telephone 415.391.1080
www.hornbergerworstell.com

Design Review: South Elevation

A3.03

NOT FOR CONSTRUCTION

West Elevation



HIGHWAY 75

Harriman Ketchum Hotel, LLC

Hornberger + Worstell

APPELLATION SUN VALLEY

Design Review Final	02.07.23
Update Design Review	08.18.22 09.14.22

Project Number 14695

Scale

© 2022 Hornberger + Worstell
All drawings and written materials appearing within constitute the original and unpublished work of the architect and may not be duplicated, used or disclosed without prior written consent of the architect.

Hornberger + Worstell
170 Maiden Lane, San Francisco , CA 94108
Telephone 415.391.1080
www.hornbergerworstell.com

Design Review: West Elevation

A3.04

NOT FOR CONSTRUCTION

All drawings and written material herein constitute the original and unpublished work of the architect and/or the architect's affiliates and may not be duplicated, used, or disclosed without the prior written consent of the architect. © Hornberger + Worstell, Inc.

HEAVY TIMBER GLULAM BEAMS, RAFTERS AND COLUMNS with painted galvanized structural steel knife-plate connections. Fasteners to be recessed galvanized steel or stainless steel. Clear heart Western Red Cedar heavy timber purlins and T&G decking with resawn finish. Wood clear coat stain.

WOOD CLADDING – clear heart Western Red Cedar, resawn finish with clear coat or semi-transparent stain.
Basis of Design: James Hardie, Artisan Lap Siding System.

STEEL GUARD RAILINGS - galvanized and painted with WOOD TOP RAIL.

HEAVY TIMBER GLULAM BEAMS, RAFTERS AND COLUMNS with painted galvanized structural steel knife-plate connections. Fasteners to be recessed galvanized steel or stainless steel. Clear heart Western Red Cedar heavy timber purlins and T&G decking with resawn finish. Wood clear coat stain.

ALUMINUM WINDOWS AND DOORS – powder coated extruded aluminum with Low “E” insulated glass.
Basis of Design: Vistaluxe Collection AL Line – Kolbe Windows and Doors.
Basis of Design: Reynaers CP155LS Monorail System.

CEMENT PLASTER – 3-coat system, hard-troweled finish with 100% acrylic topcoat finish.

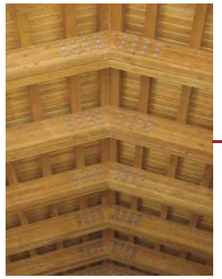
STONE VENEER - Montana Moss Rock natural stone dry-stack lay-up.
Stainless steel masonry anchor system.

ALUMINUM PANELS with colored and textured FEVE resin-based powder coating system.
Basis of Design: Pure + FreeForm coated aluminum panels with Vintage Steel #FA049 / Color Family: Rust finish.

BOARD-FORMED CONCRETE - cast-in-place and stained.

All drawings and written material herein constitute the original and unpublished work of the architect and/or the architect’s affiliates and may not be duplicated, used, or disclosed without the prior written consent of the architect. © Hornberger + Worstell, Inc.

All drawings and written material herein constitute the original and unpublished work of the architect and/or the architect’s affiliates and may not be duplicated, used, or disclosed without the prior written consent of the architect. © Hornberger + Worstell, Inc.



HEAVY TIMBER GLULAM BEAMS, RAFTERS AND COLUMNS with painted galvanized structural steel knife-plate connections. Fasteners to be recessed galvanized steel or stainless steel. Clear heart Western Red Cedar heavy timber purlins and T&G decking with resawn finish.
Wood clear coat stain.

WOOD CLADDING – clear heart Western Red Cedar, resawn finish with clear coat or semi-transparent stain.
Basis of Design: James Hardie, Artisan Lap Siding System.

STEEL GUARD RAILINGS - galvanized and painted with Wood Top Rail.

CEMENT PLASTER – 3-coat system,
hard-troweled finish with 100% acrylic topcoat finish.

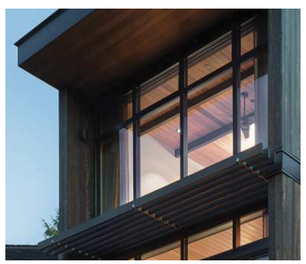
ALUMINUM PANELS with colored and textured FEVE resin-based powder coating system.
Basis of Design: Pure + FreeForm coated aluminum panels with Vintage Steel #FA049 / Color Family: Rust finish.

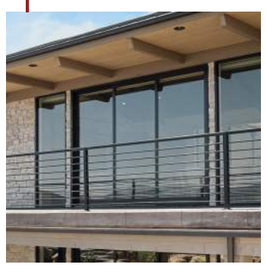
Partial North Elevation

Perspective - Building Massing

STONE VENEER - Montana Moss Rock natural stone dry-stack lay-up. Stainless steel masonry anchor system.

HEAVY TIMBER GLULAM BEAMS, RAFTERS AND COLUMNS with painted galvanized structural steel knife-plate connections. Fasteners to be recessed galvanized steel or stainless steel. Clear heart Western Red Cedar heavy timber purlins and T&G decking with resawn finish. Wood clear coat stain.





ALUMINUM WINDOWS AND DOORS – powder coated extruded aluminum with Low "E" insulated glass.
Basis of Design: Vistaluxe Collection AL Line – Kolbe Windows and Doors.
Basis of Design: Reynaers CP155LS Monorail System.

BOARD-FORMED CONCRETE - cast-in-place and stained.

All drawings and written material herein constitute the original and unpublished work of the architect and/or the architect's affiliates and may not be duplicated, used, or disclosed without the prior written consent of the architect. © Hornberger + Worstell, Inc.

MAIN & RIVER STREET

Autodesk Docs://Sentinel Hotel_
Architecture/20210304_Sentinel_Hotel_Central.rvt

Harriman Ketchum Hotel, LLC

Hornberger + Worstell

APPELLATION
SUN VALLEY

DESIGN REVIEW - FINAL	02.07.2023
Design Review	09.14.22

Project Number
14695

Scale

© 2022 Hornberger + Worstell
All drawings and written materials appearing within constitute the original and unpublished work of the architect and may not be duplicated, used or disclosed without prior written consent of the architect.

Hornberger + Worstell
170 Maiden Lane, San Francisco , CA 94108
Telephone : 415.391.1080

www.hornbergerworstell.com

Design Review: Rendering View at Main and River Street

A3.24

NOT FOR CONSTRUCTION

HIGHWAY 75

Harriman Ketchum Hotel, LLC

Hornberger + Worstell

APPELLATION SUN VALLEY

DESIGN REVIEW - FINAL 02.07.2023

Project Number 14695

Scale

© 2022 Hornberger + Worstell
All drawings and written materials appearing within constitute the original and unpublished work of the architect and may not be duplicated, used or disclosed without prior written consent of the architect.

Hornberger + Worstell
170 Maiden Lane, San Francisco , CA 94108
Telephone 415.391.1080
www.hornbergerworstell.com

Design Review: Rendering View from State Highway 75

A3.25

NOT FOR CONSTRUCTION

City of Ketchum

EXHIBIT B:

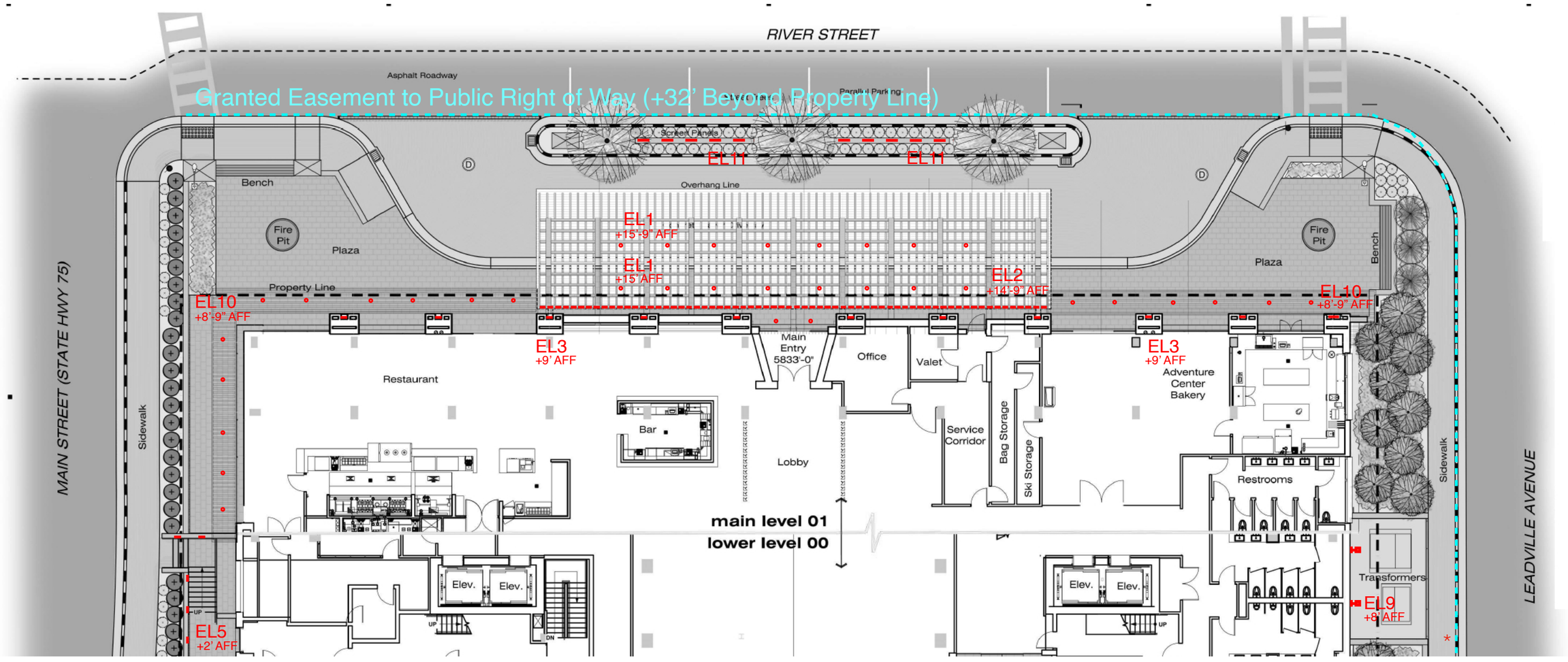
Appellation Hotel Approved Exterior Lighting Plans

Harriman Hotel

Exterior Lighting Dark Sky Compliance

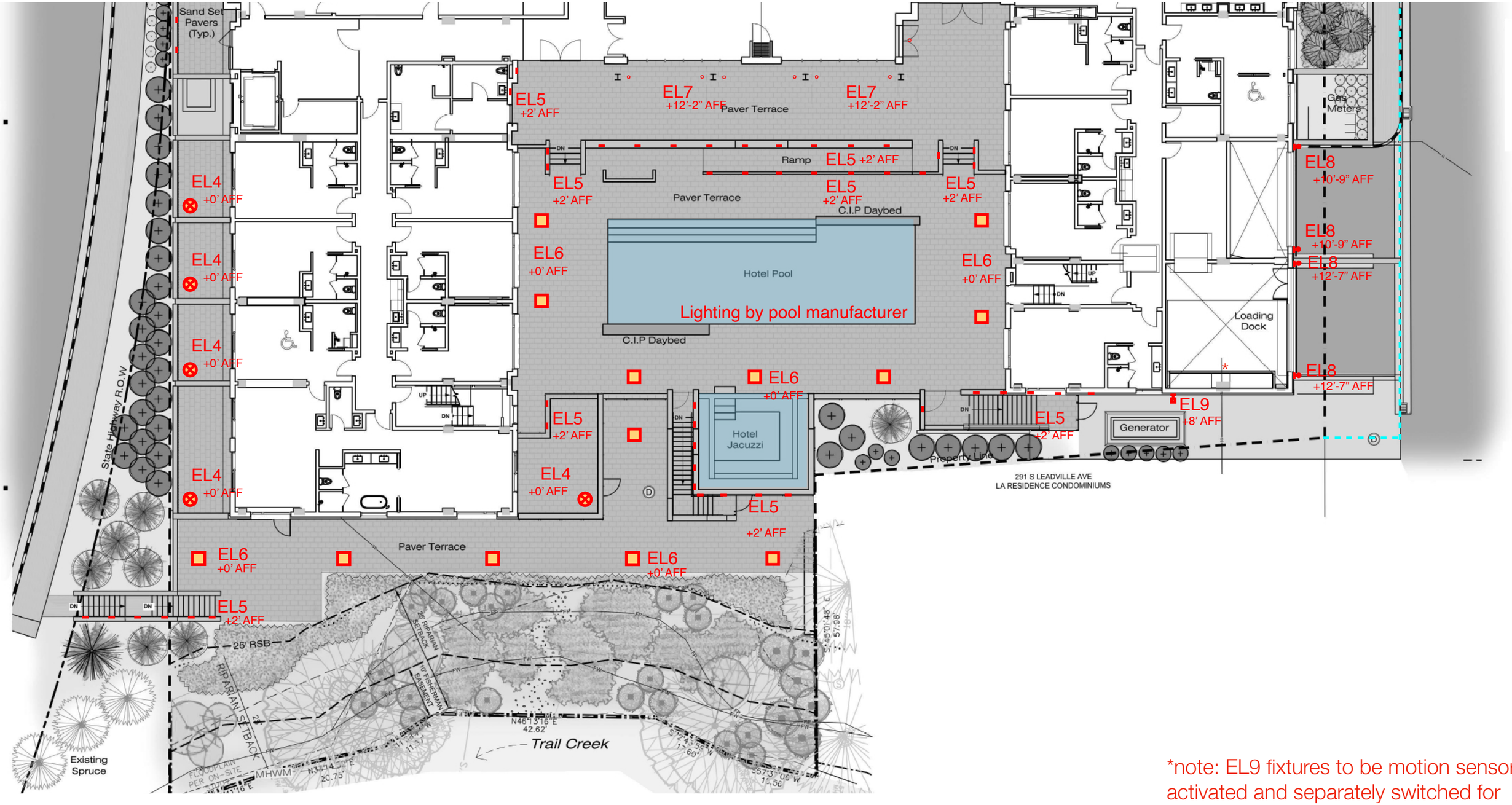
08.12.2022

Plan north



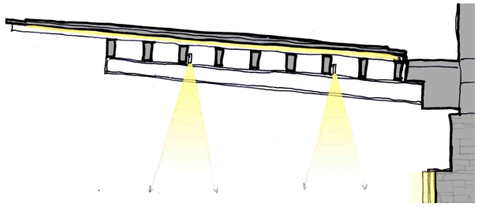
*note: EL9 fixtures to be motion sensor activated and separately switched for operation only during servicing of utility areas.

Plan south



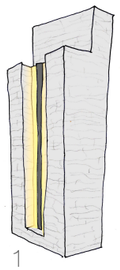
*note: EL9 fixtures to be motion sensor activated and separately switched for operation only during servicing of utility areas.

EL1
surface mounted downlight mounted to canopy | 2700K CCT | 10 W | 1230 lm | full cutoff



EL2
linear grazing light at porte cochere canopy | 2700K CCT | 4.8 W/ft | 382 lm/ft | full cutoff

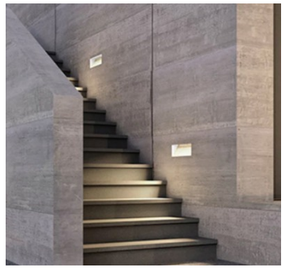
EL3
entry column accent options | 2700K CCT | 6.5 W/ft | 313 lm/ft | full cutoff



1

EL4
level 00 patio lantern | 2700K CCT | 13.3 W | 1250 lm | full cutoff

EL5
cast in steplight niche | 2700K CCT | 10 W | 491 lm | full cutoff



EL6
illuminated furniture | 2700K CCT | 17 W | x 664 lm | full cutoff

EL7
recessed small downlight | 2700K CCT | 6.1 W | 768 lm | full cutoff

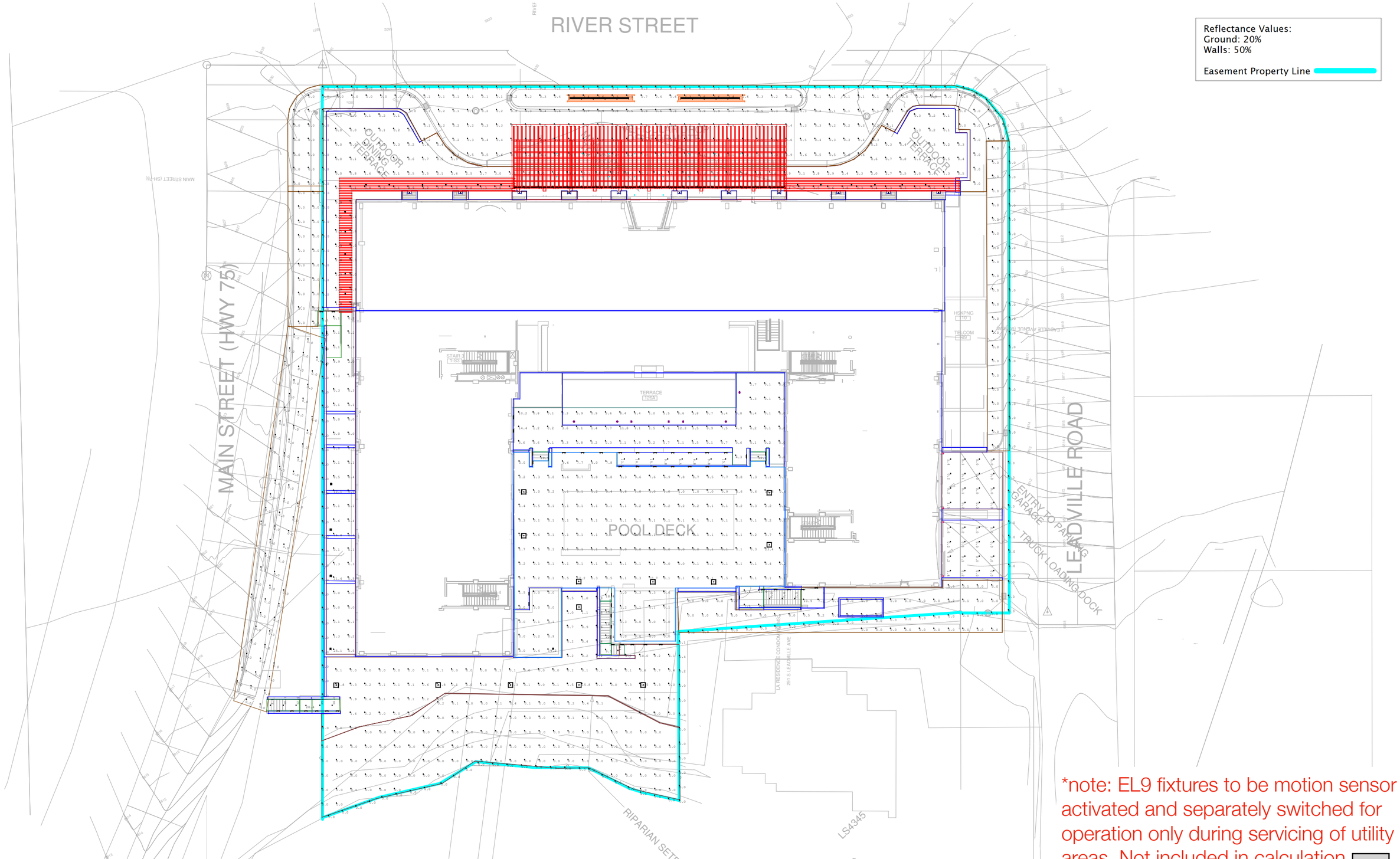
EL8
wall mounted direct sconce | 2700K CCT | 3 W | 139 lm | full cutoff

EL9
wall mounted light at utility areas | 2700K CCT | 12.5 W | 1250 lm | full cutoff | occupancy sensor control or manual switch

EL10
surface mounted downlight mounted to trellis | 2700K CCT | 8 W | 330 lm | full cutoff

EL11
surface mounted linear grazing downlight at screen panels | 2700K CCT | 4.8 W/ft | 382 lm/ft | full cutoff

Site Lighting Calculation - Horizontal Illumination at Ground Level

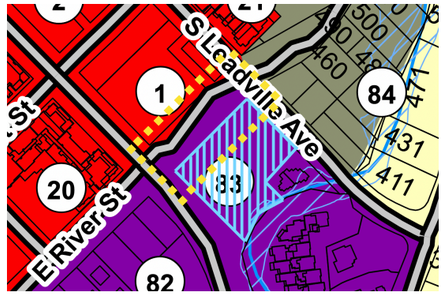


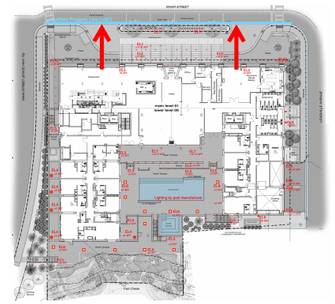
*note: EL9 fixtures to be motion sensor activated and separately switched for operation only during servicing of utility areas. Not included in calculation.

Site Lighting Calculation - River Street

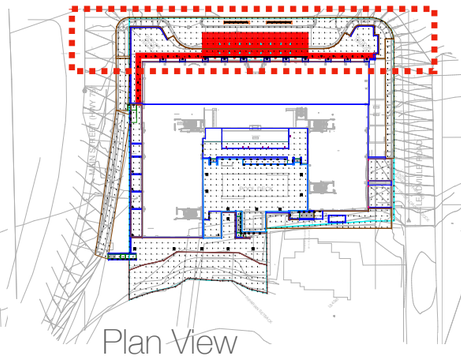
Figure 1: Light Trespass and Overlighting Matrix

Zone of Light Source	Impacted Zone	Maximum Foot-Candle Limits
Non-commercial (LR, LR-1, LR-2,GR-L,GR-H,STO-.4, STO-1,STO-H,RU,AF)	**Non-commercial** (LR, LR-1, LR-2,GR-L,GR-H,STO-.4, STO-1,STO-H,RU,AF)	0.1 foot-candles
Non-commercial (LR, LR-1, LR-2,GR-L,GR-H,STO-.4, STO-1,STO-H,RU,AF)	**Commercial Zones** (CC, T,T-3000, T-4000, LI-1,LI-2,LI-3)	0.5 foot-candles
Commercial Zones (CC, T,T-3000, T-4000, LI-1,LI-2,LI-3)	**Non-commercial** (LR, LR-1, LR-2,GR-L,GR-H,STO-.4, STO-1,STO-H,RU,AF)	0.1 foot-candles
Commercial Zones (CC, T,T-3000, T-4000, LI-1,LI-2,LI-3)	**Commercial Zones** (T,T-3000, T-4000, LI-1,LI-2,LI-3)	0.5 foot-candles
Community Core (CC)	**Community Core (CC)**	No limit





Plan View



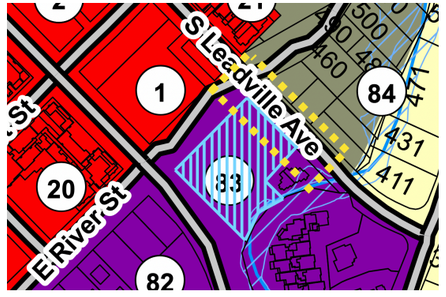
Plan View

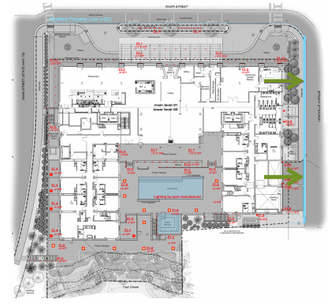
River Street Vertical and Horizontal Calculation | Impacted Zone: CC | Fc Limit: No limit | Maximum Value: 0.5 fc |
Code of Ordinances Chapter 17.132 - Dark Skies: **Compliant**

Site Lighting Calculation - Leadville Ave

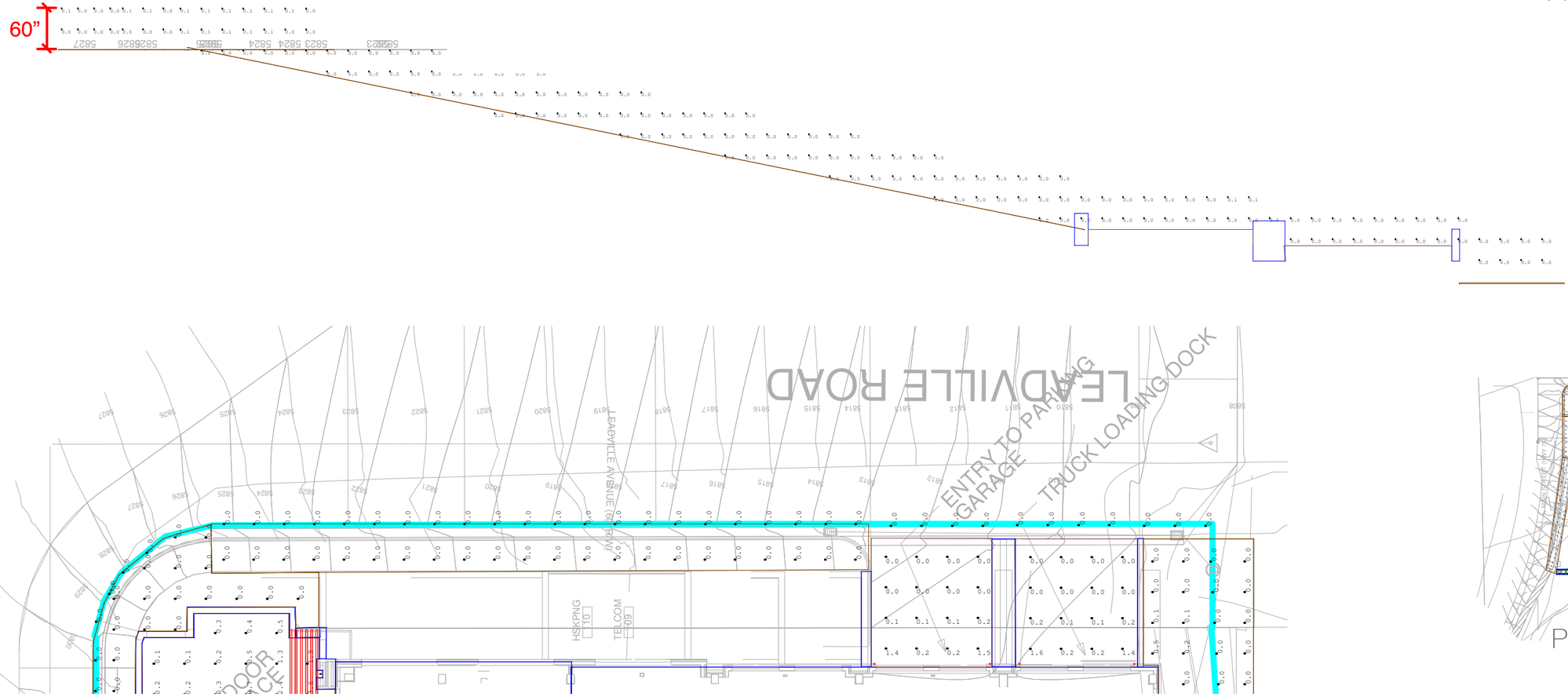
Figure 1: Light Trespass and Overlighting Matrix

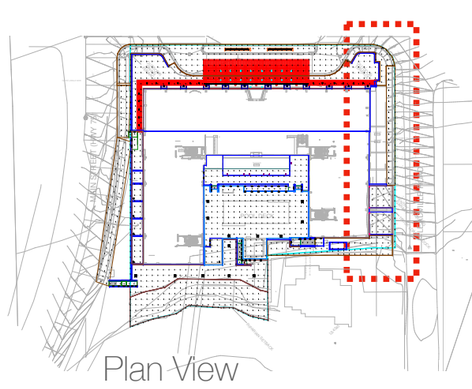
Zone of Light Source	Impacted Zone	Maximum Foot-Candle Limits
Non-commercial (LR, LR-1, LR-2,GR-L,GR-H,STO-.4, STO-1,STO-H,RU,AF)	**Non-commercial** (LR, LR-1, LR-2,GR-L,GR-H,STO-.4, STO-1,STO-H,RU,AF)	0.1 foot-candles
Non-commercial (LR, LR-1, LR-2,GR-L,GR-H,STO-.4, STO-1,STO-H,RU,AF)	**Commercial Zones** (CC, T,T-3000, T-4000, LI-1,LI-2,LI-3)	0.5 foot-candles
Commercial Zones (CC, T,T-3000, T-4000, LI-1,LI-2,LI-3)	**Non-commercial** (LR, LR-1, LR-2,GR-L,GR-H,STO-.4, STO-1,STO-H,RU,AF)	0.1 foot-candles
Commercial Zones (CC, T,T-3000, T-4000, LI-1,LI-2,LI-3)	**Commercial Zones** (T,T-3000, T-4000, LI-1,LI-2,LI-3)	0.5 foot-candles
Community Core (CC)	**Community Core (CC)**	No limit





Plan View





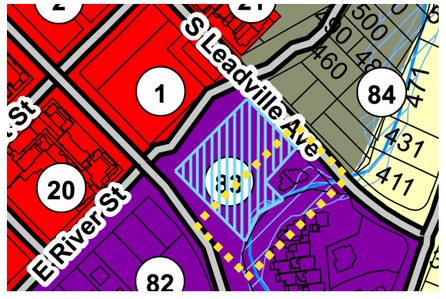
Plan View

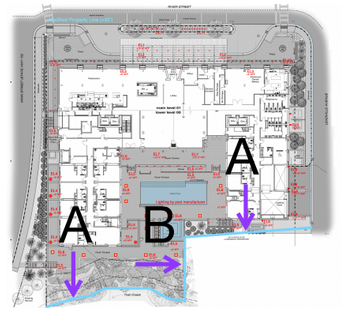
Leadville Ave Vertical and Horizontal Calculation | Impacted Zone: GR-L | Fc Limit: 0.1 fc | Maximum Value: 0.1 fc | Code of Ordinances Chapter 17.132 - Dark Skies: **Compliant**

Site Lighting Calculation - Trail Creek

Figure 1: Light Trespass and Overlighting Matrix

Zone of Light Source	Impacted Zone	Maximum Foot-Candle Limits
Non-commercial (LR, LR-1, LR-2,GR-L,GR-H,STO-.4, STO-1,STO-H,RU,AF)	**Non-commercial** (LR, LR-1, LR-2,GR-L,GR-H,STO-.4, STO-1,STO-H,RU,AF)	0.1 foot-candles
Non-commercial (LR, LR-1, LR-2,GR-L,GR-H,STO-.4, STO-1,STO-H,RU,AF)	**Commercial Zones** (CC, T,T-3000, T-4000, LI-1,LI-2,LI-3)	0.5 foot-candles
Commercial Zones (CC, T,T-3000, T-4000, LI-1,LI-2,LI-3)	**Non-commercial** (LR, LR-1, LR-2,GR-L,GR-H,STO-.4, STO-1,STO-H,RU,AF)	0.1 foot-candles
Commercial Zones (CC, T,T-3000, T-4000, LI-1,LI-2,LI-3)	**Commercial Zones** (T,T-3000, T-4000, LI-1,LI-2,LI-3)	0.5 foot-candles
Community Core (CC)	**Community Core (CC)**	No limit

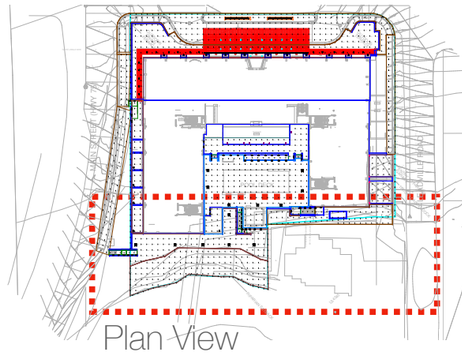




Plan View

Elevation A

Elevation B



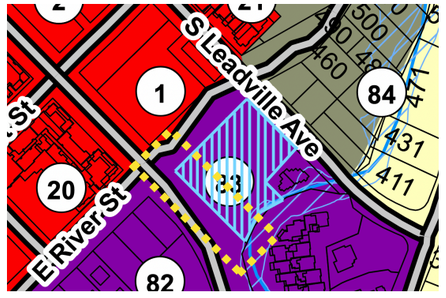
Plan View

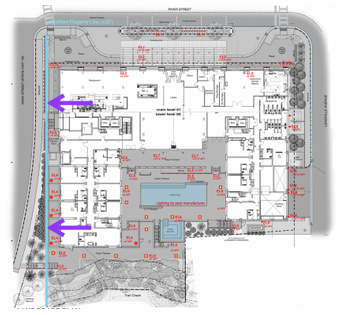
Trail Creek Vertical and Horizontal Calculation | Impacted Zone: T | Fc Limit: 0.5 fc | Maximum Value: 0.4 fc | Code of Ordinances Chapter 17.132 - Dark Skies: **Compliant**

Site Lighting Calculation - State Hwy 75

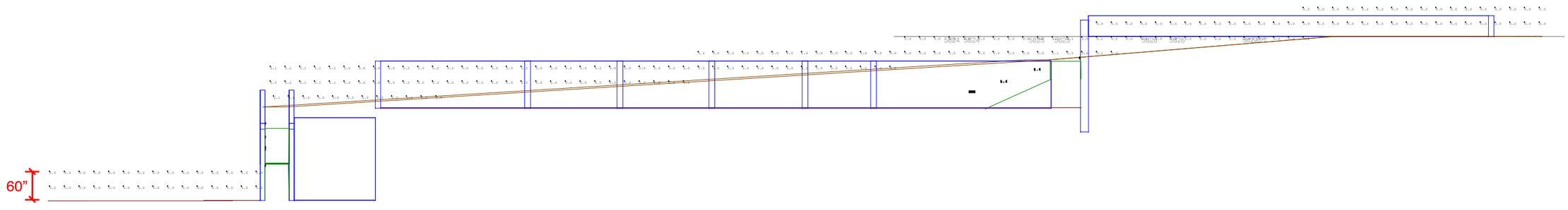
Figure 1: Light Trespass and Overlighting Matrix

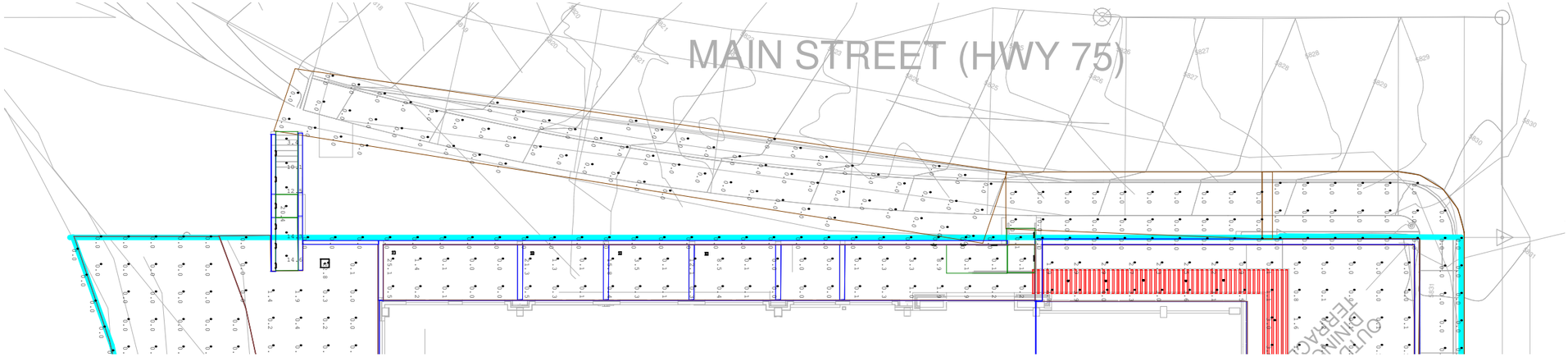
Zone of Light Source	Impacted Zone	Maximum Foot-Candle Limits
Non-commercial (LR, LR-1, LR-2,GR-L,GR-H,STO-.4, STO-1,STO-H,RU,AF)	**Non-commercial** (LR, LR-1, LR-2,GR-L,GR-H,STO-.4, STO-1,STO-H,RU,AF)	0.1 foot-candles
Non-commercial (LR, LR-1, LR-2,GR-L,GR-H,STO-.4, STO-1,STO-H,RU,AF)	**Commercial Zones** (CC, T,T-3000, T-4000, LI-1,LI-2,LI-3)	0.5 foot-candles
Commercial Zones (CC, T,T-3000, T-4000, LI-1,LI-2,LI-3)	**Non-commercial** (LR, LR-1, LR-2,GR-L,GR-H,STO-.4, STO-1,STO-H,RU,AF)	0.1 foot-candles
Commercial Zones (CC, T,T-3000, T-4000, LI-1,LI-2,LI-3)	**Commercial Zones** (T,T-3000, T-4000, LI-1,LI-2,LI-3)	0.5 foot-candles
Community Core (CC)	**Community Core (CC)**	No limit

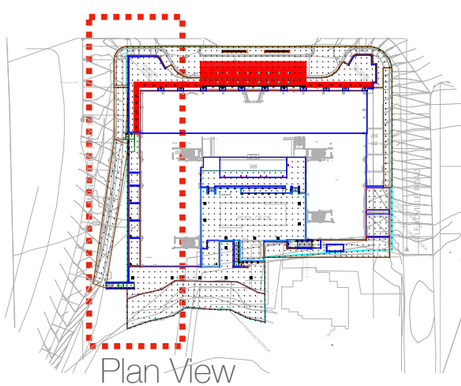




Plan View



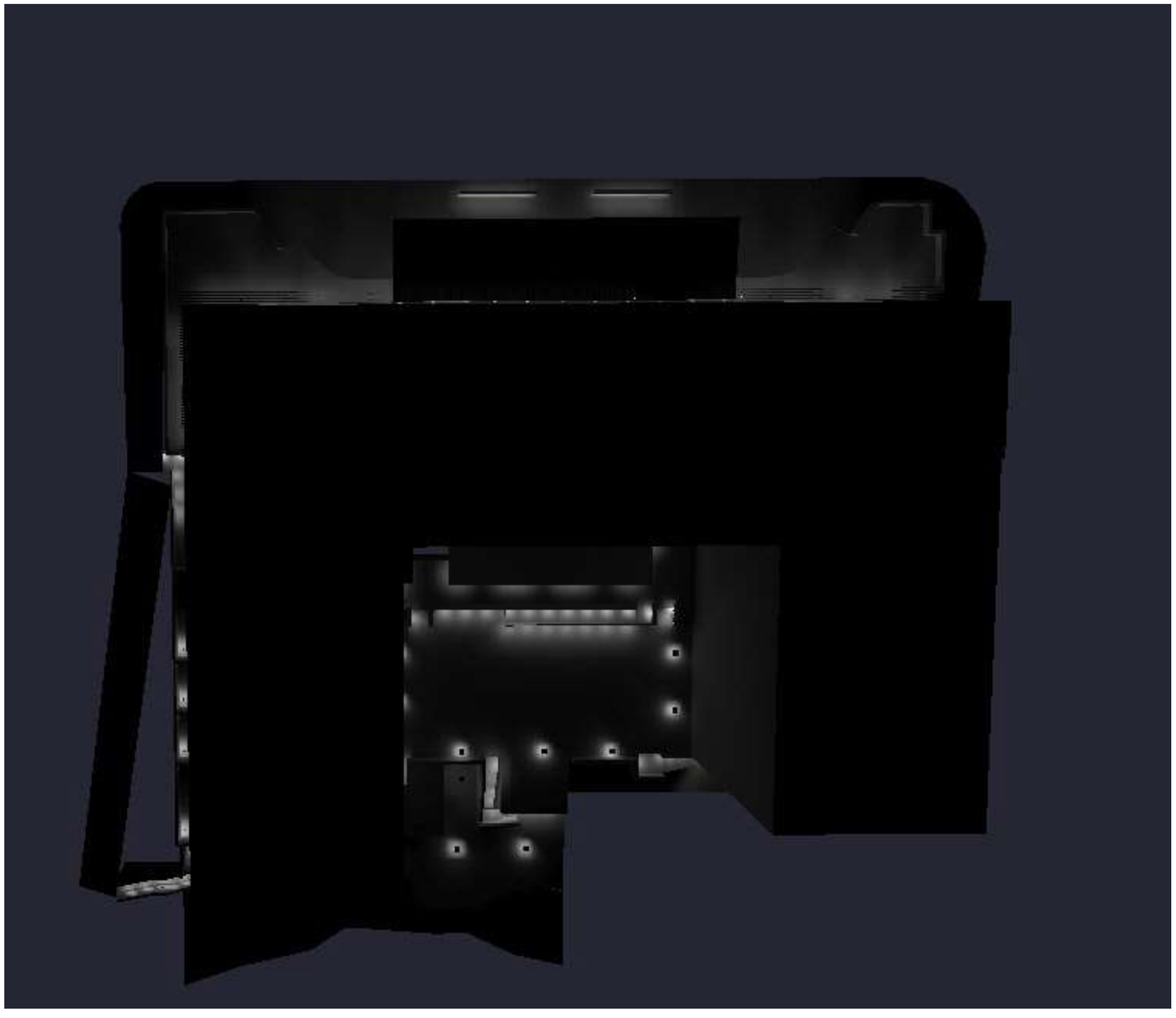




Plan View

Main Street (State Hwy 75) Vertical and Horizontal Calculation | Impacted Zone: T | Fc Limit: 0.5 fc | Maximum Value: 0.5 fc | Code of Ordinances Chapter 17.132 - Dark Skies: **Compliant**

Overall Site Rendered Plan



RECORDING REQUESTED BY AND WHEN RECORDED RETURN TO:	

(SPACE ABOVE LINE FOR RECORDER'S USE)

SECOND AMENDMENT TO AMENDED AND RESTATED DEVELOPMENT AGREEMENT

THIS SECOND AMENDMENT TO AMENDED AND RESTATED DEVELOPMENT AGREEMENT ("**Second Amendment**") is dated for reference purposes this _____day of _____, 2022, by and between the CITY OF KETCHUM, IDAHO, a municipal corporation ("**Ketchum**" or "**City**") and HARRIMAN KETCHUM HOTEL, LLC, an Idaho limited liability company ("**Owner**", and together with the City, the "**Parties**").

RECITALS

A. Ketchum is a municipal corporation possessing all powers granted to municipalities under the applicable provisions of the Idaho Code, including the power to grant conditional use permits, approve planned unit developments, subdivide real property and the power to contract.

B. Owner owns the real property situated in the State of Idaho, County of Blaine, commonly known as 300 River Street East, Ketchum, Idaho and more particularly described as Lot 2, Block 83 of the City of Ketchum, according to the plat thereof on file in the office of the County Recorder of Blaine County, Idaho under Instrument No. 210798 ("**Property**").

C. Owner's predecessor in interest to the Property ("**Original Owner**") entered into an Amended and Restated Development Agreement, dated October 5, 2015 ("**Development Agreement**") and recorded in the records of Blaine County, Idaho as Instrument No. 630816, as corrected and amended by Instruments recorded as Nos. 635897 and 652281, respectively under and by virtue of which Ketchum issued a Planned Unit Development Conditional Use Permit ("**CUP**") to develop and operate a Hotel on the Property ("**Project**") and a building permit to construct certain Project improvements ("**Building Permit**" and together with the Development Agreement, CUP, Design Review, and Encroachment Agreement, the "**Entitlements**").

D. As an incident of the Project Original Owner and City entered into an agreement providing for reclamation of the Property in the event the Project did not proceed which agreement included a bond bearing number 2416447 issued in the amount of $452,928 issued by Great American Insurance Company ("**Bond**").

DRAFT

E. A dispute arose between Ketchum and the Original Owner regarding performance of obligations under the Development Agreement resulting in Ketchum declaring a breach of the Development Agreement, purporting to revoke all of the Entitlements and making a claim against the Bond. The Original Owner disputed Ketchum's claims and asserted breach of contract and tort claims against Ketchum.

F. Ketchum and the Original Owner entered into a Settlement Agreement dated June 24, 2022, and recorded in the records of Blaine County, Idaho as Instrument No. 694658 under and by virtue of which the parties settled their dispute and released all claims and Ketchum reinstated the Development Agreement and all the Entitlements, and released and terminated the Bond. The Settlement Agreement provides replacement alternatives to the Bond for securing restoration of the Property as may be required.

G. Owner has applied to change certain aspects of the Project including the square footage and layout of certain uses internal to the building, the number and size of the condominium units, addition of lock-offs to the condominium units, and adjustments to the proposed right-of-way improvements. The Project proposed, as shown in the project plans dated September 21, 2022, consists of 73 hotel rooms and 12 condominium units, 6 of which have lock-offs, and associated hotel uses as outlined in Table ____ of the Design Review Findings of Fact, Conclusions of Law, and Decision dated _____..

H. Ketchum received a Design Review application from Owner to amend Design Review application (File No. 08-007) reinstated per the terms of the Settlement Agreement. Said amendment was reviewed, considered, and approved by the Planning and Zoning Commission on _____.

I. Owner and Ketchum desire to amend and supplement the Development Agreement as provided in this Second Amendment to ensure the Project complies with all applicable conditions of approval contained in the Entitlements and that the Second Amendment reflects the Project as currently proposed. For absence of doubt, Owner and Ketchum acknowledge that this Second Amendment is not intended in any way to undermine, change or limit the reinstatement of the Entitlements that the Parties agreed to and approved in the Settlement Agreement.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants, promises, agreements, terms and conditions set forth herein, the Parties agree to amend and supplement the Agreement as hereinafter provided.

1. Incorporation of Recitals. The Recitals set forth above are hereby incorporated into and made an integral part of this Agreement.

2. Section 2 (Incorporation of Related Agreements, Approvals, Plans, Permits and other documents) is deleted and the following substituted therefore:

DRAFT

The following agreements, approvals, plans, permits and other documents are hereby incorporated into and made an integral part of this Agreement by reference as if stated herein in full:

- PUD CUP Findings of Fact, Conclusions of Law and Decision, including all conditions of approval, dated November 17, 2008, or as amended from time to time. Conditions of approval are excerpted in Exhibit A.
- PUD CUP No. 08-007 dated November 17, 2008, or as amended from time to time.
- PUD Development Plans referenced in the PUD CUP Findings of Fact, Conclusions of Law and Decision, or as amended from time to time.
- Design Review Findings of Fact, Conclusions of Law and Decision, including all conditions of approval, dated _____, or as amended from time to time.
- Site Plan No. _____, showing both on-site and off-site improvements, which off-site improvements may be amended to meet final right-of-way improvement design approvals, or as amended from time to time.

Any material failure to comply with the terms and conditions of any of the above-referenced agreements, approvals, plans, permits and other documents after written notice and opportunity to cure, shall constitute a breach of this Agreement.

In the event of any inconsistency between the terms and conditions of this Second Amendment and the agreements, approvals, plans, permits and other documents listed above, the terms and conditions of this Second Amendment, shall govern.

Except as provided otherwise in this Second Amendment, development of the Project shall be vested and governed by policies, procedures, guidelines, ordinances, codes and regulations of the City governing land use in effect as of the Effective Date of the Development Agreement. Any amendments or additions made during the term of this Second Amendment to City policies, procedures, guidelines, ordinances, codes or regulations shall not apply to or affect the conditions of development of the Project; provided, however, the following are exempt from vesting under this Second Amendment:

i) plan review fees and inspection fees (to the extent not previously paid by Owner);

ii) amendments to building, plumbing, fire and other construction codes;

iii) City enactments that are adopted pursuant to State or federal mandates that preempt the City's authority to vest regulations.

Owner may request to be bound by future amendments to the Ketchum Municipal Code, or other regulations, policies or guidelines affecting development, and such request may be approved administratively provided no new land use not allowed under this Second Amendment and no increase in total square footage of structures to be developed is proposed. In all other instances, the request to be bound by future amendment(s) shall be approved by the Council in the form of an amendment to this Second Amendment.

DRAFT

Any application for a building permit submitted by Owner shall substantially comply with the requirements of the above-referenced applicable codes, agreements, approvals, plans, permits and other documents as such requirements exist on the day the building permit application is submitted. A complete Building Permit Application showing compliance with all adopted codes referenced in Title 15 of the Ketchum Municipal Code and applicable fees (net of previously paid fees, as described below) shall be submitted to the City no later than six months after the city's final approval of the 2022 Design Review application and Development Agreement amendment application, A Certificate of Occupancy shall be issued for the Project no later than 41 months after the date of Building Permit issuance.

If a building permit application contains material deviations from the above-referenced applicable codes, agreements, approvals, plans, permits and other documents an amendment to this Second Amendment must be applied for by Owner and considered by the City Council. If such amendment is approved by City Council, one or more approvals referenced in Section 2 may be subject to amendment. A new or amended building permit may be required to reflect the changes made to the approvals in Section 2.

Ketchum acknowledges and agrees that Owner has paid the following fees and shall receive credit toward any additional fees or costs for the full amount of the fees paid.

- $440,734 for impact fees
- $1,072,940 for in-lieu housing fees for 27,370.91 net residential square feet
- $_____ for building permit fees paid for the permit issued July 6, 2016

Section 3 (Hotel Uses and Restrictions) is deleted and the following substituted therefore:

Owner may use the Property as a "Hotel" as defined in KMC 17.08.020 as that section existed at the time of the Development Agreement and for private residential uses. The following units and any residential owner storage, designated and assigned reserved parking spaces in the underground garage or limited common area associated with such units may be used as either private residential units by their owners, or as a "Hotel" rental unit if eligible for inclusion into the voluntary residential condominium rental program:

- 12 residential units, 6 of which have lock-offs rooms, located on the third and fourth floors of the Project as shown by the Design Review project plans filed with the City dated September 21, 2022.

Residential Condominium Rental Program: The operator and manager of the hotel contracted by the Owner of the Property ("**Hotel Operator**") shall implement and maintain a voluntary rental program for the purpose of managing, operating, and marketing of the rental of the 12 residential condominium units and 6 lock-offs rooms as shown in the project plans. Each residential unit owner may at his or her discretion place his or her residential unit in the voluntary Residential Condominium Rental Program the terms and conditions of which shall substantially conform to the provisions set forth in Exhibit B, attached hereto and incorporated herein by reference.

DRAFT

Prior to issuance of a Certificate of Occupancy for the Project, the Hotel Operator shall provide the City Planning Director with a redacted and confidential, to the extent reasonably necessary to protect trade secrets or proprietary information, copy of the Hotel Management Agreement between the Hotel Operator and Owner to substantiate the existence of the voluntary rental program consistent with Exhibit B and providing the Hotel Operator with the exclusive right to manage the voluntary Residential Condominium Rental program.

All other units and space on the Property and in the improvements constructed thereon shall be used exclusively as a "Hotel". The following are acknowledged as allowable accessory uses of the Property: conference and banquet facilities, kitchen, restaurant and bar areas, outdoor seating and dining, swimming pool, fitness facilities, retail and spa/salon uses, bakery, back-of-house administrative offices and housekeeping uses, and an observatory and exterior deck on the fifth floor as further detailed in Table ___ of the Design Review Findings of Fact, Conclusions of Law, and Decision and shown on the design review project plans dated September 21, 2022. Owner agrees that this Second Amendment specifically allows only the uses set forth above and those incidental to the permitted and accessory uses and no others. Owner shall not be obligated to use the Property for all permitted or accessory uses. Owner may not substantially change or expand on the uses of the Property and improvements thereon specified in this Second Amendment without the prior written approval of City which approval shall not be unreasonably withheld, conditioned or delayed. Any substantial changes or expansions in the uses permitted by this Second Amendment without such prior written consent and formal modification of this Agreement as allowed by applicable law shall after written notice and opportunity to cure constitute a breach of this Agreement.

Section 7 (Construction and Completion Schedule) is deleted and the following substituted therefore:

Improvements shall be constructed and substantially completed pursuant to the following schedule:

- A Construction Mitigation Plan shall be provided with application for building permit within 6 months after final approvals of the 2022 Design Review application and Development Agreement amendment application.
- City will provide comments within 20 working days of the building permit being deemed complete and all applicable fees paid.
- Owner shall submit revised plans, addressing all comments from City, within 20 working days of receipt of comments.
- Subsequent City review comments and Owner responses/revisions will respectively occur within 10 days of the previous action.
- Prior to issuance of a building permit by City, Owner must secure an encroachment permit from ITD for any and all improvements within the Hwy 75 ITD right-of-way
- City will issue a building permit within 7 days of resolution of all City comments and payment of any remaining applicable fees.
- Construction shall commence upon the later of May 1, 2023 or 5 months after issuance of the building permit.

DRAFT

- A Certificate of Occupancy shall be issued for the Project no later than 41 months after the Building Permit is issued.

Section 12 (Employee Housing) is deleted and the following substituted therefore:.

Owner agrees to provide 18 Employee Housing beds as provided by Ketchum Municipal Code and as set forth in the Revised Employee Housing Plan dated _____ approved by the City on _____ (Exhibit "C"). All required employee housing shall be available prior to any certificate of occupancy for the Property.

Section 13 (Condominium Plat) is deleted and the following substituted therefore:

City agrees to accept and process applications for condominium preliminary and final plat approval prior to issuance of a Certificate of Occupancy of the Project, pursuant to KMC 16.04.070, to allow for financing of the improvements and individual sale of private residential units. An application for preliminary plat approval for the Project, including a declaration of covenants, conditions and restrictions ("**Declaration**") will be made by Owner within 60 calendar days after issuance of the building permit. An application for final plat approval will be submitted 60 or more days prior to the request for a Certificate of Occupancy for the Project. The condominium final plat must be approved by the City prior to recording. The individual Residential Condominium units and the Hotel commercial and/or common and/or limited common area units shall be use restricted through the Declaration.

A new section to be designated as 21 (Off-site Improvements) is added as follows:

Prior to issuance of the building permit, Owner will provide to the Planning Director a written agreement, with applicable diagrams illustrating proposed improvements, the owners of 220 S. Leadville and 400 E River Street, evidencing their acceptance of Owner's proposal for resolving their landscaping and screening concerns as were noted and conditioned in the CUP. This submission will be timely reviewed and approved by the Planning Director for verification it resolves the CUP condition, which such approval will not be unreasonably withheld or delayed.

A new section to be designated as 22 (Financial Capability) is added as follows:

It is a condition of this Second Amendment that the proof of financing and financial capability to complete the project is a standing condition of the Development Agreement, and such condition will continue in force until substantial completion of construction.

A new section to be designated as 23 (Default and Restoration) is added as follows:

Provided Ketchum is not in default of its obligations hereunder, if Owner defaults in performance of any of its obligations hereunder prior to commencement of construction and the default continues for 60 days after receipt by Owner of Ketchum's written notice of default, Owner agrees to reclaim the Property and restore it to the same or better condition as specified in the Reclamation Plan previously prepared, agreed to, and made a part of the Development Agreement. To secure Owner's obligation hereunder, Owner shall obtain for Ketchum's benefit an irrevocable stand-by letter of credit issued by a bank authorized to transact business in the state of Idaho in the amount of one hundred twenty-five percent of the estimated cost of

DRAFT

reclamation or shall provide some other form of security reasonably acceptable to Ketchum. The security, in whatever form, may be requested by Owner for release, partially or in full, with approval by City, not to be unreasonably withheld, if justified by substantial progress toward completion of construction in accordance with the following schedule: one half upon completion of the foundation stem walls and one half upon completion of framing.

9. Miscellaneous Provisions.

a) Police Powers. Except as otherwise expressly provided herein, nothing contained herein is intended to limit the police powers of Ketchum or its discretion in review of subsequent applications regarding development of the Property. This Second Amendment shall not be construed to modify or waive any law, ordinance, rule, or regulation not expressly provided for herein, including, without limitation, applicable building codes, fire codes, Ketchum's Zoning Ordinance, Ketchum's Subdivision Ordinance, and Planned Unit Development requirements for the Property.

b) Amendment. This Second Amendment may be revised, amended, or canceled in whole or in part, only by means of a written instrument executed by both Parties and as evidenced by amended plats and development plans.

c) Specific Performance. In the event of a breach of this Second Amendment, in addition to all other remedies at law or in equity, this Second Amendment shall be enforceable by specific performance by either party hereto. All remedies shall be cumulative.

d) Attorney's Fees. In the event either party hereto is required to retain counsel to enforce a provision of this Second Amendment, or to recover damages resulting from a breach hereof, the prevailing party shall be entitled to recover from the other party all reasonable attorney's fees incurred, whether or not litigation is actually instituted or concluded.

e) Notices. All notices required or provided for under this Second Amendment shall be in writing and deemed delivered upon delivery in person or upon mailing by certified mail, return receipt requested, postage prepaid. However, the time period in which a response to such notice must be given shall commence to run from the date of receipt on the return receipt of the notice. Rejection or refusal to accept, or the inability to deliver because of a change of address of which no notice was given shall be deemed to be receipt of the notice.

Notices to City shall be addressed as follows:

City of Ketchum
Post Office Box 2315
Ketchum, ID 83340
Attn: Morgan Landers, Planning Director
Telephone: 208.726.7801
Email: mlanders@ketchumidaho.org

DRAFT

Notices given to Owner shall be addressed as follows:

Jack E. Bariteau, Jr.
Post Office Box 84
Sun Valley, ID 83353
Telephone: 650.906.5636
Email: jack@waypointsunvalley.com

with copies to:

Harriman SV Properties, LLC
Attn. Andy Blank, Manager
3455 NW 54th Street
Miami, FL 33142-33009

Alyse Blank
745 N Alta Vista Blvd
Los Angeles, CA 90046
avblank@archiveamerica.com

Justin C. Jones
Justin C. Jones, LLM, P.C.
Post Office Box 487
182 Lopez Road, Suite C
Lopez Island, WA 98261
Telephone: 360. 378.4450

Lawson Laski Clark, PLLC
675 Sun Valley Road, Suite A
Post Office Box 3310
Ketchum, Idaho 83340
Attn.: Edward A. Lawson
Telephone: 208.725.0055
Email: eal@lawsonlaski.com

A party may change the address to which further notices are to be sent by notice in writing to the other party, and thereafter notices shall be addressed and transmitted to the new address.

f) Reliance by the Parties. This Second Amendment is intended by Owner to be considered by Ketchum as part of Owner's application for a modification of the existing design review approval and building permits for the Project. Owner acknowledges and intends the City to consider and rely upon this Second Amendment in its review and consideration of said applications.

DRAFT

g) Relationship of Parties. It is understood that the contractual relationship between Ketchum and Owner is such that neither party is the agent, partner, or joint venturer of the other party. The Parties agree at all times to cooperate with each other and exercise good faith to achieve the purposes of this Second Amendment. In the event any legal or equitable action or other proceeding is instituted by a third party or other governmental entity or official challenging the validity of any provision of Ketchum's approval and/or implementation of this Second Amendment or the Entitlements, the Parties agree to reasonably cooperate in and communicate regarding respective or joint plans defending such action or proceeding.

h) Successors and Assigns; Covenant Running With the Land. This Second Amendment shall inure to the benefit of City and Owner and their respective heirs, successors and assigns. This Second Amendment including all covenants, terms, and conditions set forth herein, shall be and is hereby declared a covenant running with the land with regard to the Property or any portion thereof, and is binding on both parties to this Agreement as well as their respective heirs, successors and assigns.

i) Recordation and Release. This Second Amendment shall be recorded with the Blaine County Recorder. City agrees to execute all appropriate documentation to cause the encumbrance of this Agreement to be terminated in the event of termination.

j) No Waiver. In the event that City or Owner, or its successors and assigns, do not strictly comply with any of the obligations and duties set forth herein, thereby causing a default under this Second Amendment, any forbearance of any kind that may be granted or allowed by Owner, City, or their successors and assigns, to the other party under this Second Amendment t shall not in any manner be deemed or construed as waiving or surrendering any of the conditions or covenants of this Second Amendment with regard to any subsequent default or breach.

k) Partial Invalidity. In the event any portion of this Second Amendment, or part hereof, shall be determined by any court of competent jurisdiction to be invalid, void, or otherwise unenforceable, the remaining provisions of this Second Amendment, or parts hereof, shall remain in full force and effect and shall in no way be affected, impaired or invalidated, it being understood that such remaining provisions shall be construed in a manner most closely approximating the intention of the parties with respect to the invalid, void, or unenforceable provision or part hereof.

l) Entire Agreement. This Second Amendment and the Settlement Agreement constitute the full and complete agreement and understanding between the parties hereto. Excluding formal conditions placed upon the design review approval, subsequent plat approvals or other matters related to the public process, no representations or warranties made by either party shall be binding unless contained in this Agreement or subsequent written amendments hereto.

m) Exhibits. All exhibits referred to herein are incorporated in this Second Amendment by reference, whether or not actually attached.

n) Authority. Each of the persons executing this Second Amendment represents and warrants that he or she has the lawful authority and authorization to execute this Second

DRAFT

Amendment, as well as all deeds, easements, liens and other documents required hereunder, for and on behalf of the entity executing this Second Amendment.

o) Recitals. The Recitals are incorporated herein and made a part of this Second Amendment by this reference.

p) Choice of Law. This Second Amendment shall be governed by and construed in accordance with the laws of the state of Idaho, which shall be the sole jurisdiction and venue for any action which may be brought by either party with respect to this Second Amendment or the subject matter hereof.

[end of text – signatures appear on following page]

DRAFT

SIGNATURE PAGE

IN WITNESS WHEREOF, the parties hereto have executed this Second Amendment to the Agreement the day and year first above written.

Harriman Ketchum Hotel, LLC, an Idaho limited liability company

By: _____
Name:
Title:

City of Ketchum, Idaho, a municipal corporation

By: _____
Neil Bradshaw, Mayor

Attest: _____
Trent Donat, City Clerk

DRAFT

ACKNOWLEDGMENTS

STATE OF IDAHO)
)ss.
County of Blaine)

Subscribed and sworn before me on this _____day of _____, 2022, before me a Notary Public in and for said State, personally appeared NEIL BRADSHAW, known to me to be the Mayor of the CITY OF KETCHUM, IDAHO and the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same on behalf of the City of Ketchum, Idaho.

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

_____
Notary Public
Residing at _____
My Commission Expires _____

STATE OF IDAHO)
)ss.
County of Blaine)

Subscribed and sworn before me on this _____ day of _____, 2022, before me a Notary Public in and for said State, personally appeared _____ known or identified to me to be the Managing Member of HARRIMAN KETCHUM HOTEL, LLC, the limited liability company that executed the instrument or the person who executed the instrument on behalf of said limited liability company, and acknowledged to me that such limited liability company executed the same.

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

_____
Notary Public
Residing at_____
My Commission Expires_____

DRAFT

STAFF REPORT
KETCHUM PLANNING AND ZONING COMMISSION
REGULAR MEETING OF FEBRUARY 14, 2023

PROJECT:	4th & Main Mixed-Use Development
APPLICATION TYPE:	Design Review (Application File No. P22-043) Lot Consolidation—Preliminary Plat (Application File No. P22-043A) Condominium Subdivision – Preliminary Plat (Application File No. P22-043B)
PROPERTY OWNER:	Chris Ensign, Managing Member, 4th & Main Ketchum LLC
REPRESENTATIVE:	Peter Paulos, PH Architects (Architect)
REQUEST:	Final Design Review, Lot Consolidation Preliminary Plat, and Condominium Subdivision Preliminary Plat applications for the development of a new 24,003-square-foot, four-story mixed-use building
LOCATION:	Northeast Corner of Main & 4th Street (Ketchum Townsite: Block 5: Lots 1 & 2) RPK00000050020 & RPK00000050010
ZONING:	Community Core – Subdistrict 1 – Retail Core (CC-1)
REVIEWER:	Abby Rivin – Senior Planner
NOTICE:	A public hearing notice for the project was mailed to all owners of property within 300 feet of the project site and all political subdivisions on January 25, 2023. The public hearing notice was published in the Idaho Mountain Express on January 25, 2023. A notice was posted on the project site and the city's website on January 30, 2023. The building corners were staked and the story pole was installed on the project site on February 7, 2023.

I. EXECUTIVE SUMMARY

The applicant is proposing to develop a new 24,003 square-foot, four-story mixed-use building, called the 4th & Main Mixed-Use Development (the "project"), at the northeast corner of Main and 4th streets (the "subject property") located within the Retail Core Subdistrict of the Community Core (See Figure 1 for project location map). The project plans are included as Attachment B to the staff report. The subject property is adjacent to the Wells Fargo Bank building to the west across Main Street, Ginger Sweet and Ozzies Shoes to the east across the alley, the mixed-use development currently under construction to the north at the corner of 5th and Main streets, Sturtevants across 4th Street to the south, and the Jones building on the opposite corner across Main Street.

480 East Ave. N. ★ P.O. Box 2315 ★ Ketchum, ID 83340 ★ main (208) 726-7801 ★ fax (208) 726-7812
facebook.com/CityofKetchum ★ twitter.com/Ketchum_Idaho ★ **www.ketchumidaho.org**

As proposed, the project includes 3,446 square feet of retail space on the ground-level with frontage along both Main and 4th Streets and 7 multi-family dwelling units as follows:

- One 458-square-foot community housing unit on the ground level,
- One 518-square-foot community housing unit on the ground level,
- One 1,505-square-foot dwelling unit on the second floor,
- One 1,725-square-foot dwelling unit on the second floor,
- One 2,277-square-foot dwelling unit on the third floor,
- One 3,485-square-foot dwelling on the third floor, and
- One 3,039-square-foot dwelling on the fourth floor.

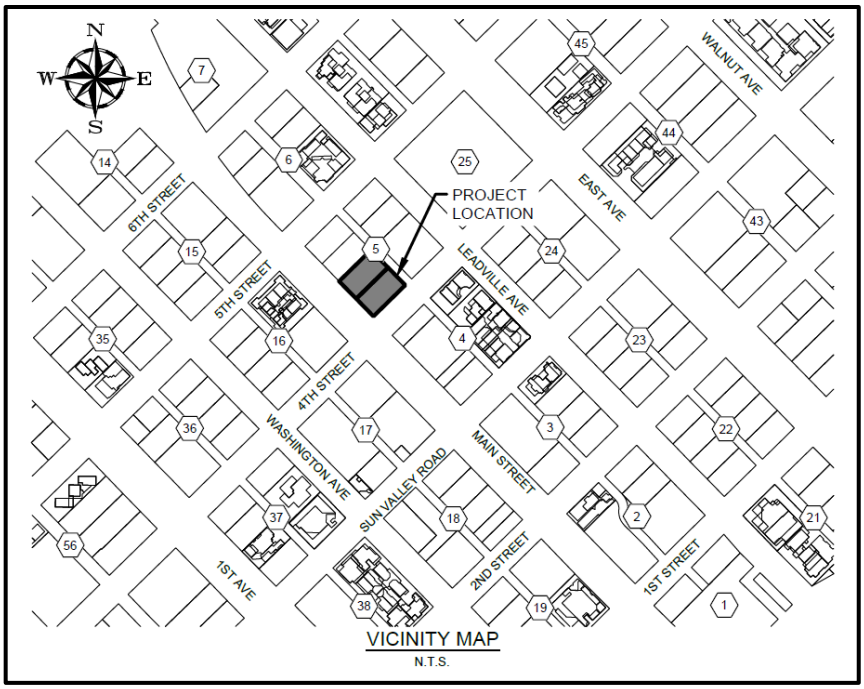


Figure 1: Project Location Map (Preliminary Plat—Sheet 1)

The two community housing units and retail space are exempt from providing parking pursuant to Ketchum Municipal Code §17.125.040.C. Based on the floor areas of each dwelling unit, eight off-street parking spaces are required to be provided on site pursuant to Ketchum Municipal Code §17.125.040.B. Nine parking spaces are provided on site within five private garages that are accessed from the alley. Four of the garages contain two parking spaces arranged in the tandem configuration.

The project is proposing to take advantage of the Floor Area Ratio (FAR) bonus for community housing, mitigating the additional floor area by dedicating two community housing units as deed-restricted rentals and making a community housing in-lieu fee payment of $556,200. The proposed FAR for the project is 2.19, which is less than the maximum 2.25 FAR for density bonuses in the Community Core. Staff has provided a zoning analysis, included as Attachment G, that specifies the project's FAR calculations.

The project proposes to construct improvements to the public rights-of-way adjacent to the subject property, including: (a) resurfacing the alley with asphalt, (b) installing a new heated, paver 8-foot-wide sidewalk along Main Street, (c) installing a new heated, paver 12-foot-wide sidewalk along 4th Street, (d) constructing new curb and gutter with drainage facilities, and (e) providing new streetlights. The snowmelt system proposed for the new sidewalks will require a right-of-way encroachment permit approved by the Ketchum City Council. All right-of-way improvements will be reviewed and approved by the City Engineer and Streets Department to ensure compliance with City standards prior to issuance of a building permit for the project.

The standards of Interim Ordinance 1234 do not apply to the project because the Pre-Application was deemed complete and reviewed by the Commission prior to the effective date of the ordinance. Staff has provided an overview of how the project would or would not conform to the interim ordinance as Attachment J. This analysis is provided to reference as information only and does not represent the criteria by which the development should or can be evaluated.

Staff believes the project to complies with all zoning code requirements, design review standards, and subdivision regulations and recommends the Commission approve the project subject to conditions.

II. BACKGROUND

The Planning and Building Department received the Pre-Application Design Review for the project on December 30, 2021. The City of Ketchum Planning and Zoning Commission (the "Commission") reviewed the Pre-Application on May 10, 2022 and unanimously advanced the project to final Design Review. During their review of the Pre-Application, the Commission discussed: (a) the proposed FAR increase and community housing mitigation, (b) exterior materials, (c) the design of the building corner at the intersection of Main and 4th streets, (d) the design of the interior, north-side building wall, and (e) sustainable design elements. Section III of the staff report provides an overview of the comments and feedback provided by the Commission during their review of the Pre-Application.

The Planning and Building Department received the final Design Review, Lot Consolidation Preliminary Plat, and Condominium Subdivision Preliminary Plat applications on July 20, 2022. The applications were reviewed concurrently by planning staff and city departments. Staff review comments were provided to the applicant on August 30, 2022. The applications were deemed complete on November 30, 2022.

III. CONFORMANCE WITH ZONING AND DESIGN REVIEW STANDARDS

Design Review is required for the development of new mixed-use buildings pursuant to Ketchum Municipal Code §17.96.010.A4. Before granting Design Review approval, the Commission must determine that the application meets two criteria: (1) the project doesn't jeopardize the health, safety, or welfare of the public, and (2) the project conforms to all Design Review standards and zoning regulations (KMC 17.96.050.A).

Criteria 1: Health, Safety, and Welfare of the Public

The 2014 Comprehensive Plan (the "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 use decisions. The community values:

- Enhancing downtown vibrancy.
- Maintaining a healthy and resilient economy that supports local and independent businesses.
- Providing a variety of housing options to support a thriving population of people who live and work in town year-round.
- Maintaining Ketchum's s authentic mountain-town character.

A glossary of terms is provided in Appendix C of the comprehensive plan. The glossary states that the term *community,* "refers to the built environment as well as the people who live, work, and have a stake in the future of Ketchum" (2014 Comprehensive Plan. Appendix C: page C-1). Buildings and the people who live, work, eat, drink, shop, and socialize within them create community. Downtown is Ketchum's gathering place connecting locals, second homeowners, and tourists. These connections create community, and our community defines Ketchum's small-town character and sense of place. The project creates an inviting and engaging streetscape with retail storefronts and new sidewalks along Main and 4th streets that will provide new places for social interaction.

Policy H-1.4 of the comprehensive plan states that "housing should be integrated into the downtown core" (page 20), and Policy H-3.1 encourages the siting of housing in new developments near public transportation and retail districts (page 21). The project will provide seven new housing units—future residents will live in walking distance to retail shops, grocery stores, and restaurants in downtown Ketchum. Additionally, the project is located adjacent to Mountain Rides bus stops that can connect residents to the ski bases and other areas of Ketchum.

The comprehensive plan's future land use map designates the future land use for the subject property as retail core. The comprehensive plan states:

> *The community's primary shopping district is the Retail Core. The Retail Core provides a variety of mixed-use buildings that have ground-floor storefronts. Specialty shops, restaurants, and outdoor seating areas line the sidewalks, creating an active pedestrian-friendly environment. Convenient shopping and dining are served by sidewalks, parking, and bike access. Upper floors include a mix of residential uses and offices* (page 69).

The project provides ground-level retail storefronts that create an inviting, engaging, and pedestrian-friendly environment at the corner of Main and 4th streets.

FAR Increase

Policy CD-1.3 of the comprehensive plan states, "Infill and redevelopment projects should be contextually appropriate to the neighborhood and development in which they occur" (page 26). The project's total FAR is 2.19. The proposed floor area increase above the 1.0 FAR permitted by right is 13,014 square feet. The project is larger in scale and mass than the surrounding built environment but similar in size to newer developments downtown. Table 1 provides the FAR and height of existing buildings in the surrounding neighborhood.

Table 1: Downtown Building Heights and Floor Area Ratios

Building Name	Property Address	Building Height	Gross FAR
Silver Creek Outfitters	500 N Main Street	28 feet	0.82
511 Building	511 N Leadville	40 feet	1.5
Nails by Sherine (River Ranch/Tomason House/Kate Knight's Antiques)	491 N Leadville Avenue	16 feet	0.27
McCotter (Crazy Horse) Building	471 N Leadville Avenue	21 feet	1.37
Ozzies Shoes & Gingersweet	411 N Leadville Avenue	28 feet	0.54
Sturtevants (Burger Haus)	380 N Main Street	18 feet	0.59
Jones Building	371 N Main Street	38 feet	1.64
Wells Fargo Bank	411 N Main Street	36 feet	0.97
Idaho Independent Bank	491 N Main Street	40 feet	1.75
5th & Main Mixed-Use Development	460 N Main Street	42 feet	2.22
4th & Main Mixed-Use Development	Northeast Corner for Main & 4th	41 feet	2.19

The project is similar in scale to the adjacent mixed-use development currently under construction at the southeast corner of Main and 5th streets. The elevation on Sheet A2.2 and the rendering on Sheet A5.1 (Attachment B) show the project in the context of the neighboring mixed-use development currently under construction at 460 N Main Street (See Figures 2 and 3).

Figure 2: Main Street Elevation (Sheet A2.2)

Both parcels along this block have slopes that rise uphill from Main Street to the alley, but the adjacent lot is approximately 5 feet lower than the subject property. The subject property slopes uphill 8.5 from Main Street to the alley. While their site designs differ, both developments reflect the existing topography by orienting the ground floors towards Main Street and stepping the upper levels uphill towards the alley. The adjacent development has excavated into the site's sloping grade to provide parking-garage access from 5th Street. Instead of excavating into the slope, the 4th & Main Mixed-Use Development utilizes the natural grade to provide a retail unit that is accessible from the 4th Street sidewalk.

Figure 3: Main Street Rendering (Sheet A5.1)

Criteria 2: Applicable Standards and Criteria

Conformance with Zoning Regulations

During city department review, planning staff reviewed the project for conformance with all applicable zoning code requirements including permitted uses, dimensional limitations, signage, parking, development standards, and dark skies.

Staff's comprehensive analysis of the project's conformance with zoning code requirements and dimensional standards is provided in Attachment G. The following analysis highlights key points for the Commission's consideration.

FAR Increase & Community Housing Mitigation

The permitted FAR in the Community Core Zone is 1.0. New developments may be permitted an increased FAR up to a maximum of 2.25 at the Commission's discretion through Design Review by providing a community housing contribution (KMC §17.124.040.B). The project proposed with the Pre-Application proposed mitigating the additional floor area by paying the community housing in-lieu fee. During their review of the Pre-Application, the Commission discussed: (1) the project's mass and scale and the proposed FAR increase and (2) the in-lieu-fee payment proposed to satisfy the community housing contribution. The Commission recommended the applicant provide community housing units on-site to mitigate the proposed FAR increase. The applicant revised the project plans to include two community housing units on the ground level accessed from a pedestrian pathway that will connect to the new sidewalk along Main Street.

Height dimensions are specified on the building elevations provided on Sheets A2.0 and A2.1 of the project plans (Attachment B). The height of the front façade is 36 feet as measured from the average grade of the front property line along Main Street. The maximum height of the rear façade is 41 feet as measured from the average grade of the rear property line to the top of the fourth-floor roof parapet. The fourth floor is setback 40 feet from the front property line along Main Street, 12 feet from the 4th Street building façade, and 11 feet from the north-side and alley-facing facades. The proposed fourth floor must be reviewed and approved by City Council pursuant to Ketchum Municipal Code §17.12.040 Footnote 2.

In addition to the fourth-floor setbacks, projections and recessions of building mass reduce the visual appearance of bulk and flatness. These façade-plane modulations add a human scale to create a more pedestrian-friendly experience. The primary building entrance at the ground-level along Main Street is recessed and setback 8.5 feet from the front property line. The upper levels above the recessed entrance are each setback from the façades below. Figure 4 shows the recessed building entrance and the one- and two-story volumes built to the front property line along Main Street.

Figure 4: Main Street Building-Mass Modulation

Figure 5 shows the approximate heights of the one-, two-, and three-story volumes along 4th Street. Most of the building is setback approximately 5 feet from the side property line along 4th Street. As the retail unit's glazed façade transitions to the brick-clad entrance to the residential-lobby entrance, the facade steps back an additional 3 feet. A majority of third floor is setback from the second-level façade along 4th Street. The 4th Street façade includes only one three-story volume that is approximately 22 feet long and 32 feet tall.

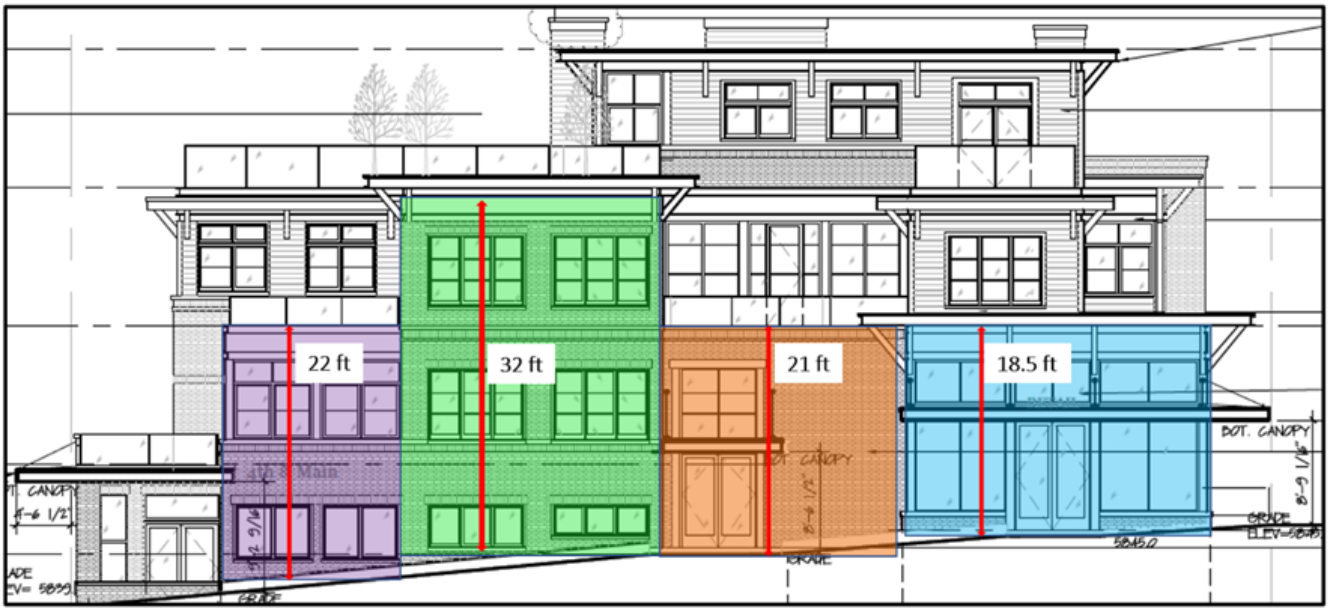


Figure 5: 4th Street Building-Mass Volumes & Heights

Main Street Canopy Lighting

The project's exterior lighting plan proposes to install recessed downlights within the canopy that will extend 4'-7'' over the new sidewalk along Main Street. Pursuant to Ketchum Municipal Code §17.132.030.I, canopy lighting must be fully shielded and meet light trespass standards. The Light Trespass and Overlighting Matrix (KMC §17.132.030.B1) sets maximum footcandle limits for the acceptable amount of light trespass from the zone of the light source to the impacted zones. The matrix does not set maximum footcandle limits for light trespass emanating from a CC-Zoned property and impacting a CC-Zoned property. Ketchum Municipal Code §17.132.030.I states that, "All canopy lighting shall be recessed sufficiently as to ensure that no light source is visible from or causes glare on public rights-of-way or adjacent property. The photometric study shows that zero footcandles extend beyond the canopy overhang along Main Street. Staff believes this conforms to the requirements for canopy lighting specified in Ketchum Municipal Code §17.132.030.I. Staff recommends the following condition to ensure that the canopy lighting comply with the city's standards for lighting within the public right-of-way:

> Recommended Condition of Approval No. 7: The applicant shall submit a photometric study that shows the footcandles illuminating the sidewalk from both the proposed canopy lights and streetlights for review and approval by the City Engineer to ensure compliance with the city's standards for lighting within the public right-of-way prior to issuance of a building permit for the project.

Conformance with Design Review Improvements and Standards

During department review, city staff reviewed the project for conformance with all design review standards and required improvements specified in Ketchum Municipal Code §17.96.060 and requirements for developments within the Community Core specified in Ketchum Municipal Code §17.96.070. Additionally, staff reviewed the project for conformance with all city code requirements for right-of-way improvements, including but not limited to sidewalks, streetlights, and drainage. Staff believes that these requirements are either: (a) met, (b) not applicable, or (c) have been addressed by conditions of approval. Please see Attachment H for staff's comprehensive analysis of all design review standards. The following analysis highlights key issues for the Commission's consideration.

Active Ground Floor

Building Design at Street Corner

During their review of the Pre-Application, the Commission emphasized the importance of providing an active, vibrant, and pedestrian-friendly experience at the corner of Main and 4th Streets. Pursuant to Ketchum Municipal Code §17.96.070.B3, "For nonresidential portions of buildings, front facades shall be designed to not obscure views into windows." Activated ground-floors are transparent and permeable connecting the public realm along the sidewalk to the inner uses within the building to create an engaging and pedestrian-friendly environment.

The building corner at the ground level is setback approximately 12 feet from the front property line along Main Street and 14.5 feet from the 4th Street side property line. The second-floor building wall matches this setback, and the balcony extends directly over this open area providing weather protection for pedestrians. A structural column supporting the second-floor balcony clad in brick veneer is sited adjacent to the front property line along Main Street and is setback approximately 5 feet from the 4th Street side property line (See Figure 3). The third level is setback approximately 15 feet from the second-level façade at the street corner. This erosion of mass at the corner softens the building edge and adds a human scale to provide a more pedestrian-friendly experience.

Figure 6: Building Corner Rendering (Sheet A5.0)

Retail Unit Size

During their review of the Pre-Application, the Commission requested that the applicant consider how the retail space could be divided into smaller units to accommodate more local businesses. Sheet A1.0 of the project plans (Attachment B) shows how the two retail units fronting Main Street could be divided into four smaller units. The two retail units, currently proposed to have floor areas of 1,280 and 1,718 square feet, could be divided into four smaller units ranging in size from 512 square feet to 886 square feet. Doors have been added to accommodate access to these potential divisions of the retail space.

Exterior Materials

The project materiality is comprised of brick, metal, wood, and glass. During their review of the Pre-Application, the Commission commented that they appreciated the brick detailing and arched windows as features that celebrate the character-defining elements of Ketchum's historic buildings. Brick detailing provided at the cornices and the arched- and rectangular- window casings provide texture and visual interest that animate the façade. The Commission commented that the use of the solid and durable brick material at the lower levels helps ground the building to the project site, and the horizontal wood siding at the upper levels has a lighter appearance, which helps to relieve the visual appearance of building height. The Commission requested the applicant provide specifications for the brick detailing, which is included on Sheet A6.0 of the project plans (Attachment B).

During their review of the Pre-Application, the Commission commented that they appreciated the exterior material differentiation provided at the interior, north-side wall, but expressed concerns with glass windows and doors that would directly face the adjacent wall of the neighboring mixed-use development currently under construction to the north. As shown on Sheet A2.1 of the project plans, the applicant has reduced the amount of glazing proposed at the north side elevation, while maintaining exterior material differentiation and visual interest in areas where the interior, north-side wall is exposed to public view.

Utility Screening

Pursuant to Ketchum Municipal Code §17.96.070.C2, "Roof and ground mounted mechanical and electrical equipment shall be fully screened from public view. Screening shall be compatible with the overall building design." Idaho Power has provided a letter dated September 30th, 2022 stating that: "This project can be served from the planned installation of a three phase 120/208 transformer to be installed 70' north in the public right-of-way and to be shared by the 5th and Main Street project currently under construction." The new transformer to serve the project will be installed at the north end of the alley and screened from public view by existing retaining walls.

Sheet C1.1 shows existing electric and gas lines within the alleyway. The electric power and gas service line connections to the project and associated meters are not specified on the project plans. Staff recommends the following condition of approval to ensure that all utilities serving the project are fully screened from public view:

> Recommended Condition of Approval No. 3: The electric service line connection to the new transformer at the north end of the alley must be specified on the utility plan submitted with the building permit application. The project plans submitted with the building permit application must specify: (1) the electric service line connection to the new transformer at the north end of the alley, and (2) the location of the electric and gas meters and associated screening. Prior to issuance of a building permit, planning staff will review the proposed siting and screening of the electric and gas meters to ensure compliance with Ketchum Municipal Code §17.96.070.C2.

Pedestrian Circulation

Pursuant to Ketchum Municipal Code §17.96.060.G3, "Traffic shall flow safely within the project and onto adjacent streets. Traffic includes vehicle, bicycle, pedestrian and equestrian use."

Existing utilities, including a power box, cable tv riser, and phone riser, are located at the northeast corner of the subject property by the alley. The existing power box is proposed to be removed. Note C14 on Sheet C1.1 states that these utilities will be relocated and that screening will be installed per the landscape plan. The landscape plan shows that the cable tv and phone risers will remain in the existing location. These utility risers obstruct the paver pathway bordering the alley property line. Staff recommends the following condition of approval to remove this obstruction within the pathway bordering the alley:

> Condition of Approval No. 5: The existing utility risers located at the northeast corner of the subject property by the alley shall be relocated so that the full unobstructed width of the proposed paver pathway bordering the alley will connect to the new pathway that will be installed for the adjacent mixed-use development currently under construction to the north.

IV. CONFORMANCE WITH SUBDIVISION STANDARDS

The lot consolidation preliminary plat application will combine lots 1 and 2 within block 5 of Ketchum Townsite to create the development parcel. The condominium subdivision preliminary plat application will subdivide the building into three commercial condominium units, two community housing condominium units, five multi-family dwelling condominium units, common area, and limited common area. During city department review, staff reviewed the lot consolidation and condominium subdivision preliminary plat preliminary plat applications for conformance with the procedures for subdivision approval (KMC §16.04.030), subdivision development and design standards (KMC §16.04.040), and condominium requirements (KMC §16.04.070). Certain standards are not applicable for one of the following reasons:

- The standard applies to the establishment of new subdivisions creating multiple new lots that will form blocks around new streets, and not the subject property, which is comprised of two existing platted lots within the original Ketchum Townsite.
- The standard applies to an action that will be taken at the final plat stage of the process.
- The City Engineer has determined that the standard does not apply.

Staff believes the proposed lot consolidation and condominium preliminary plat applications comply with all applicable subdivision requirements and standards. Staff recommends the following condition be placed on the condominium subdivision preliminary plat application to memorialize the community housing units within the mixed-use building:

> Recommended Condition No. 3: Prior to forwarding the preliminary plat application to Ketchum City Council for final review and approval, the Applicant shall designate Units 101 and 102 as community housing units on the preliminary plat and add a plat note to reference the instrument numbers for the associated deed restriction and FAR Exceedance Agreement on the preliminary plat.

V. STAFF RECOMMENDATION

Staff believes the project, as conditioned, complies with all zoning requirements, design review standards, and subdivision regulations. Staff recommends approval of the applications with the following recommended conditions of approval:

Design Review: Recommended Conditions of Approval

1. As a voluntary contribution, in exchange for an increase in FAR, a total community housing contribution of 2,212 square feet is required. A FAR Exceedance Agreement between the applicant and the City to memorialize the community housing contribution shall be signed and

recorded prior to issuance of a building permit for the project. Payment-in-lieu contributions for community housing are required prior to issuance of a building permit for the project.

2. The applicant shall submit final civil drawings prepared by an engineer registered in the State of Idaho to include specifications for the right-of-way, circulation design, utilities, and drainage improvements to be reviewed and approved by the City Engineer, Streets, and Utilities departments prior to issuance of a building permit for the project.
3. The electric service line connection to the new transformer at the north end of the alley must be specified on the utility plan submitted with the building permit application. The project plans submitted with the building permit application must specify: (1) the electric service line connection to the new transformer at the north end of the alley, and (2) the location of the electric and gas meters and associated screening. Prior to issuance of a building permit, planning staff will review the proposed siting and screening of the electric and gas meters to ensure compliance with Ketchum Municipal Code §17.96.070.C2
4. The project requires a ROW Encroachment Permit for the pavers and snowmelt system proposed to be installed for the new sidewalks along Main and 4th streets as well as the canopy extending over the sidewalk along Main Street. The ROW Encroachment Permit shall be review and approved by the Ketchum City Council prior to issuance of a building permit for the project.
5. The existing utility risers located at the northeast corner of the subject property by the alley shall be relocated so that the full unobstructed width of the proposed paver pathway bordering the alley will connect to the new pathway that will be installed for the adjacent mixed-use development currently under construction to the north.
6. Pursuant to Ketchum Municipal Code §17.127.030.B, separate sign permits shall be required for all new signs prior to installation.
7. The applicant shall submit a photometric study that shows the footcandles illuminating the sidewalk from both the proposed canopy lights and streetlights for review and approval by the City Engineer to ensure compliance with the city's standards for lighting within the public right-of-way prior to issuance of a building permit for the project.
8. This Design Review approval is based on the plans and information presented and approved at the meeting on the date noted herein. The project plans for all on-site improvements submitted for the building permit must conform to the approved design review plans unless otherwise approved in writing by the Planning and Zoning Commission or Administrator. Any building or site discrepancies which do not conform to the approved plans will be subject to removal.
9. All governing ordinances, requirements, and regulations of the Fire Department (2018 International Fire Code and local Fire Protection Ordinance No.1217), Building Department (2018 International Building Code, the 2018 International Residential Code, and Title 15 of Ketchum Municipal Code), Utilities Department, Street Department (Title 12 of Ketchum Municipal Code), and the City Engineer shall be met prior to issuance of a Certificate of Occupancy for the project.
10. The term of Design Review approval shall be twelve (12) months from the date that the Findings of Fact, Conclusions of Law, and Decision are adopted by the Commission or upon appeal, the date the approval is granted by the Council subject to changes in zoning regulations (KMC §17.96.090). Any extension shall comply with KMC 17.96.090.
11. In addition to the requirements set forth in this Design Review approval, this project shall comply with all applicable local, state, and federal laws.

Lot Consolidation Preliminary Plat: Recommended Conditions of Approval

1. The lot consolidation preliminary plat is subject to all conditions of approval associated with Design Review Application File No. P22-043.
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.

Condominium Subdivision Preliminary Plat: Recommended Conditions of Approval

1. The condominium subdivision preliminary plat is subject to all conditions of approval associated with Design Review Application File No. P22-043.
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.
3. Prior to forwarding the preliminary plat application to Ketchum City Council for final review and approval, the Applicant shall designate Units 101 and 102 as community housing units on the preliminary plat and add a plat note to reference the instrument numbers for the deed restriction and FAR Exceedance Agreement on the preliminary plat.

Recommended Motions

1. "I move to approve Design Review Application File No. P22-043 for the 4th & Main Mixed-Use Development subject to conditions 1-11 and direct staff to return with findings of fact."
2. "I move to recommend approval of Lot Consolidation Preliminary Plat Application File No. P22-043A to combine lots 1 and 2 within block 5 of Ketchum Townsite to the City Council subject to conditions 1 and 2 and direct staff to return with findings of fact."
3. "I move to recommend approval of the Condominium Subdivision Preliminary Plat Application File No. P22-043B to the City Council subject to conditions 1-4 and direct staff to return with findings of fact."

ATTACHMENTS:

A. Application Materials: Design Review Application & Supplemental Materials
B. Application Materials: Design Review Plan Set
C. Application Materials: Lot Consolidation Preliminary Plat Application & Supplemental Materials
D. Application Materials: Lot Consolidation Preliminary Plat Plan Set
E. Application Materials: Condominium Subdivision Preliminary Plat Application & Supplemental Materials
F. Application Materials: Condominium Subdivision Preliminary Plat Plan Set
G. Zoning and Dimensional Standards Evaluation
H. Design Review Standards Evaluation
I. Lot Consolidation Preliminary Plat: Subdivision Standards Analysis
J. Condominium Subdivision Preliminary Plat: Subdivision Standards Analysis
K. Interim Ordinance Analysis—Information Only

Attachment A

Application Materials:

Design Review Application & Supplemental Materials

City of Ketchum
Planning & Building

OFFICIAL USE ONLY	
File Number:	P22-043
Date Rec'd:	1/20/22
By:	SMcCallum
Pre-Application Fee Paid:	
Design Review Fee Paid:	3915.50
Approved Date:	
Denied Date:	
By:	
ADRE: Yes ☐ No ☐	

Design Review Application

APPLICANT INFORMATION	
Project Name: 4th & Main Street	Phone: 858-232-4928
Owner: Chris Ensign	Mailing Address: 4685 Highland Dr., #224, Millcreek, UT 84117
Email: chris@solsticedev.com	
Architect/Representative: PH Architects / Peter Paulos	Phone: 203-426-6500
Email: ppaulos@ph-archs.com	Mailing Address: 38 Taunton Hill Rd., Newtown, CT 06470
Architect License Number: AR-986736	
Engineer of Record: Galena Engineering, Inc / Samantha Stahlnecker	Phone: 208-788-1705
Email: sam@galena-engineering.com	Mailing Address: 317 North River St., Hailey, ID 83333
Engineer License Number:	

All design review plans and drawings for public commercial projects, residential buildings containing more than four (4) dwelling units and development projects containing more than four (4) dwelling units shall be prepared by an Idaho licensed architect or an Idaho licensed engineer.

PROJECT INFORMATION			
Legal Land Description:			
Street Address: 4th St. & Main St.			
Lot Area (Square Feet): 10,997			
Zoning District: Community Core (CC)			
Overlay District:	☐ Floodplain	☐ Avalanche	☐ Mountain
Type of Construction:	■ New	☐ Addition	☐ Remodel ☐ Other
Anticipated Use: Retail/Residential		Number of Residential Units: 5	

TOTAL FLOOR AREA	Proposed	Existing
Basements	0 Sq. Ft.	n/a Sq. Ft.
1st Floor	5,356 Sq. Ft.	n/a Sq. Ft.
2nd Floor	8,515 Sq. Ft.	n/a Sq. Ft.
3rd Floor	6,764 Sq. Ft.	n/a Sq. Ft.
Mezzanine	3,270 Sq. Ft.	n/a Sq. Ft.
Total	23,905 Sq. Ft.	n/a Sq. Ft.

FLOOR AREA RATIO		
Community Core: 2.17	Tourist:	General Residential-High:

BUILDING COVERAGE/OPEN SPACE
Percent of Building Coverage: n/a

DIMENSIONAL STANDARDS/PROPOSED SETBACKS			
Front: (Main Street, West) 0"-6"	Side: (North) 0'-0"	Side: (South) 4'-9 5/8"	Rear: (Alley, East) 5'- 0 3/8"
Building Height: 36'-11 3/8" (Front), 39'-4 3/4" (Rear)			

OFF STREET PARKING
Parking Spaces Provided: 9
Curb Cut: Sq. Ft. %

WATER SYSTEM	
☐ Municipal Service	☐ Ketchum Spring Water

1525
2390

February 7, 2022
Revised: June 17, 2022

City of Ketchum
P.O. Box 2315
480 East Ave. N.
Ketchum, ID 83340

RE: 4th and Main Project Narrative

Dear Planning Staff and Design Review Committee,

We are pleased to present this project narrative and the enclosed materials in support of the 4th and Main Mixed-Use Project for the Pre-App Design Review Application.

4th and Main is a retail and residential mixed-use development located on the northeast corner of 4th Street and Main Street in Ketchum's Community Core District. The project provides three retail units – two along Main Street and one along 4th Street – and five residential units with parking garages accessed from the rear alley.

DESIGN FIRM BACKGROUND

P|H Architects is a Connecticut-based design firm that has projects nationwide. The firm has designed projects in areas from San Francisco, California, to Wellington, Florida and Front Royal, Virginia. Many of the firm's projects have been in Fairfield County, Connecticut and in Salt Lake City, Utah. A project of note that the firm has had the privilege to work on was Bright Angel Lodge on the South Rim of the Grand Canyon, where P|H was contracted to help update a newer restaurant constructed in an historic lodge structure that is on the National Registry of Historic Places. This is a theme of much of the work that P|H has done along the shores of Connecticut, creating additions and renovating structures as old as the 1780's while respecting the historic nature of the existing structure. Another recent project of note is a modern addition and renovation to a 1920's colonial home on the Fairfield, Connecticut shoreline. The design of the addition respected and drew from the existing structure, garnering accolades from neighbors.

P|H has teamed up with Solstice Development to create mixed use developments in Salt Lake City. Each development has been met with support from the public with great interest in leasing or buying residential units even prior to construction completion. P|H hopes to bring their knowledge, experience, and passion for good design to this project in Ketchum.

PETER PAULOS, JR.
38 TAUNTON HILL ROAD, NEWTOWN, CT 06470
[P] 203-426-6500 [F] 203-426-6503 [C] 203-241-4056
[E] ppaulos@ph-archs.com

PUBLIC OUTREACH

To gather input from the community about the proposed development, we held two public open house events. We advertised the events in the Mtn Express and posted a banner on the site. Given the current health crises and to allow the most people to attend, both events were held virtually. At our first open house on December 10th from 4:00 to 5:00 PM, seven people joined; feedback was positive as most mentioned they like the design, the step backs, and how many of the design features connect to other design elements from other historic buildings in Ketchum. At the second meeting on December 15th from 5:00 to 6:00 PM, we did not have any attendees.

We also contacted our immediate neighbors directly. Ozzies Shoes (Steve Carlson), our neighbor to the east, and Sturtevants of Sun Valley (Olin Glenne), our neighbor to the south, both positively support the project. We have coordinated our project with Dave Wilson, who is proposing a mixed-use development immediately to our north; the developments are working together on shared footings, sidewalk connectivity, and design compatibility.

We have also worked with planning staff who has reviewed building height compliance and made meaningful contributions to the project's design, including to pull the elevator further interior to create more visual space and massing relief along 4th Street, to add retail along 4th Street, and to rebuild the sidewalk along 4th Street to remove existing steps and make accessible for all.

BUILDING DESIGN

4th and Main presents as a three-story building at the Main Street front facade and at the rear alley façade, stepping back as it follows the grade of the sloped site. Each public facade of the proposed development undulates both in plan (horizontal plane) and in elevation (vertical plane). These undulations provide opportunity to include other public amenities that further soften the building facade.

P|H Architects studied buildings in the immediate area and throughout Ketchum for design characteristics, materials, and massing to provide inspiration and grounding for 4th and Main.

PETER PAULOS, JR.
38 TAUNTON HILL ROAD, NEWTOWN, CT 06470
[P] 203-426-6500 [F] 203-426-6503 [C] 203-241-4056
[E] ppaulos@ph-archs.com

The resulting design draws on historic and current elements while also looking to the future with a few modern touches to provide some differentiation and individual site character. The Christiana and Les Saisons Building on Spruce Avenue provide a precedent for the retail/pedestrian that we wanted to emulate. Both use canopies to help make the walking experience of the building more human scaled. In studying these buildings, we felt we could design the mass of our building to be less horizontal and erode the mass of our building to a greater degree to help fit in with both the smaller and larger buildings on Main St.

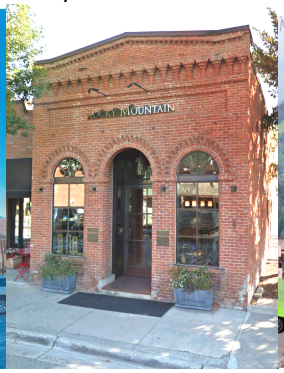
Christiana Building

Les Saisons

The Mountain West Bank/Galleria Building has a materiality that reflected the image that we had in mind, a brick and metal building with projections to help break up the building mass. Again, we felt we could erode the mass of the building to better fit into Main Street and to provide a better pedestrian experience. The Rocky Mountain and Cornerstone buildings provided a glimpse into the brick treatment that we wanted to recreate. Both buildings also have a pleasant vertical proportion and width that we wanted to emulate on the Main St. façade plane of our proposed building.

Mountain West Bank/Galleria

Rocky Mountain



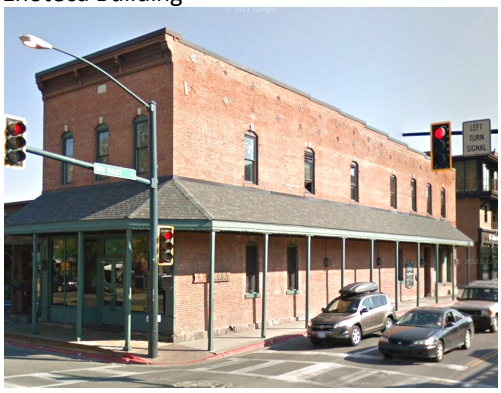
Cornerstone

The Enoteca Building held yet another item that we wanted to use in our design. This building used a covering over the sidewalk to protect pedestrians from the weather, which also helped to make the walking experience of the building feel much different than the building's elevation presents. The Theater Building on First Avenue does a good job of addressing the corner and reducing its mass as the building gets taller. The proportion of window-to-wall area is also a comfortable ratio.

PETER PAULOS, JR.
38 TAUNTON HILL ROAD, NEWTOWN, CT 06470
[P] 203-426-6500 [F] 203-426-6503 [C] 203-241-4056
[E] ppaulos@ph-archs.com

Theater Building

Enoteca Building



Brick and wood materials were chosen to ground the 4th and Main building in Ketchum's current built environment and to give reference to the nature that Ketchum is so well connected to. Measured amounts of steel and glass were chosen to respectfully touch upon Ketchum's mining past and to look toward the future. These materials were selectively used to add accents and break up elevation areas to visually smaller parts.

The fact that our site is a corner site is an important one and a point that drove the design of the building. The volume and mass at the corner have been eroded to a greater extent than other areas of the building to soften the corner and help the building feel more to human scale. This also helped give character and interest to the most important part of the project.

The street level of the proposed building contains retail space to enliven each facade and provide two activated streetscapes. Upper levels of the Main Street and 4th Street elevations are activated by private terraces. Glass railings on terraces minimize the heightening effect that is created with solid or baluster type railings. The terraces afford the residential units an opportunity to connect to Ketchum and to Bald Mountain, livening up the building to the streetscape at multiple levels. Access to parking was intentionally kept off the street faces and provided at the rear alley. Minimal portions of each public façade were kept as foremost projections to reduce building mass.

To screen rooftop mechanical equipment, parapet walls were created at points on the upper story of the building. The parapet walls also add interest to the roof of the building.

The two foremost components of our building at the Main Street property line are approximately the same height as the Wells Fargo building on the opposing side of Main Street, providing symmetry from this main corridor. These components are designed to feel like the Cornerstone and Rocky Mountain buildings but with more façade undulation to make their scale even more humanizing. The brick arches pull the brick detailing of existing Ketchum buildings into our building. The window-to-wall ratio of the facades references these existing Ketchum buildings, as well as others mentioned previously. Even these components step back from the property line to relieve massing and have a softer street presence.

PETER PAULOS, JR.
38 TAUNTON HILL ROAD, NEWTOWN, CT 06470
[P] 203-426-6500 [F] 203-426-6503 [C] 203-241-4056
[E] ppaulos@ph-archs.com

PROJECT SITE

Grade across the site rises approximately 8'-6" from Main Street toward the rear alley, with most of that elevation change occurring along 4th Street. The building works with this elevation difference, appearing to be three stories from adjacent grade at both Main Street and the rear alley. The upper level of the building is stepped back over 40'-0" from the Main Street facade, consistent with City Code, making the upper level barely perceptible from the Main Street walking experience.[1] This upper level is also setback at least 11'-0" along 4th Street and the rear alley and adjoining property to the north, exceeding the City Code requirement for a minimum 10' setback.[2]

HEIGHT & F.A.R.

4th and Main has a maximum height of 36'-11' consistent with City Code and surrounding buildings.

We worked with staff to confirm the building height fits within the City's parameters for buildings in the Community Core District at every façade and interior measurement. The building's maximum height of 36'-11" from adjacent average grade per Ketchum's Building Height definition is well within the 42' maximum height established for the Community Core District.[3] The proposed height is comparable to the buildings opposite our site on Main Street and to the recently pre-design approved building for 460 N. Main Street to our immediate north. The walking experience of our building is very relatable, in no small part due to the canopies at the street facades. These canopies are a maximum of 11'-6" above sidewalk surface, setting up the shorter sense of the building.

We request to increase the F.A.R. from 1.0 allowed in the CC zone, to 2.07, based on payment of the Workforce Housing In Lieu Fee. City Code includes an incentive of increased FAR allowance up to 2.25 where Workforce Housing is provided or a Workforce Housing In-Lieu Fee is paid.[4] This project proposes to pay the Workforce Housing In Lieu Fee to support a F.A.R. of

---

[1] "Height of building/CC District: The greatest vertical distance of a building in the community core district measured by determining the average elevation of the front property line and rear property line. Draw a line from the average front or rear elevation up to the maximum building height allowed, and then draw a line at that height parallel to the front or rear property line. The resulting line establishes the highest elevation of the front or rear facade. The front or rear facade shall not extend above this line. Side facades may be stepped up or down to transition from the highest elevation of the front facade height to the highest elevation of the rear facade. One or multiple steps along the side facades are allowed, **except no step shall occur within 40 feet of the front elevation or within 35 feet of the rear facade**. The City shall establish the elevation points used to calculate the average elevation of the front and rear property lines (see illustration A on file in the office of the City Clerk)." (Emphasis added)/

[2] KCC §17.12.040.

[3] KCC § 17.12.040 (Dimensional standards in CC Zone).

[4] KCC § 17.124.040 (Floor Area Ratios & Community Housing).

PETER PAULOS, JR.
38 TAUNTON HILL ROAD, NEWTOWN, CT 06470
[P] 203-426-6500 [F] 203-426-6503 [C] 203-241-4056
[E] ppaulos@ph-archs.com

2.07, which reflects 1,959 SF less than if the full 2.25 FAR were utilized.[5] This design represents a careful balance between creating usable square footage, which in turn supports the Workforce Housing contribution, and creating the necessary undulations to reduce the perceived mass of the building.

Learning from other similarly sized buildings in Ketchum, we studied and strategically implemented undulations in plan and elevation to erode mass and to fit in to the Main Street character while balancing permitted usable space in the building. Ultimately, no length of building along Main Street is greater than 26'-10" without an undulation; or greater than 35'-0" along 4th Street. No height of building is greater than 24'-0" from adjacent grade without undulation on Main Street, greater than 30'-0" from adjacent grade at 4th Street, or greater than 29'-2" from the rear alley. In addition, canopies line each street front to provide shelter from the elements and maintain the walking experience of the street, similar to the Enoteca building one block south of our site. Due to these undulations, minimal amounts of facade surface establish the building plane at the public faces.

MASSING RELIEF PERCENTAGE

A helpful metric to envision FAR utilization and building articulation is a *Massing Relief Percentage*. This percentage quantifies the amount of architectural relief of the physical form of the structure as it relates to the visual impacts from the various lines of sight and points of view. It represents how much spatial light is felt or experienced through relief and undulation of the mass. To the pedestrian or vehicular passerby, the form of a building can be experienced as a 3-story rubrics cube or with multiple spatial light planes as in origami-form. This metric calculates the buildable envelope and deducts the building from volume. The proposed building has a Massing Relief Percentage of 33%.

4th and Main uses only a fraction of its usable footprint area at multiple levels. At the Main Street level, 47% of the usable footprint is proposed to be developed, the remainder is proposed as unexcavated area, respecting the natural grade and allowing for 4th street activation. Similarly, the Upper Level of the project develops only 53% of the total footprint.

PUBLIC BENEFITS

4th and Main provides several benefits to the community. Most importantly, the project adds retail activation and vibrancy at one of Ketchum's most significant pedestrian corners. Three retail units front Main Street and 4th Street, with storefront windows draped in canopies,

[5] Without the parking, which is located above ground to provide an alley entrance and save 4th street for retail and pedestrian activation, the unused FAR would be 4,624 SF or 1.84 FAR.

PETER PAULOS, JR.
38 TAUNTON HILL ROAD, NEWTOWN, CT 06470
[P] 203-426-6500 [F] 203-426-6503 [C] 203-241-4056
[E] ppaulos@ph-archs.com

providing valuable space for local businesses and bringing to life a corner that has been dormant in the heart of the city.

With over 3100 square feet of activated sidewalk, this project will provide the only safe, uninterrupted, and fully ADA compliant access to Main Street on the block as it stretches up the hill. The heated sidewalk wraps the corner with covered awnings, five trees for natural screening and shade, planter boxes with native plantings, multiple sitting spaces for up to 16 seats, 8 bicycle parking stalls, and a designated art pedestal. This visually welcoming, pedestrian-oriented corner in Ketchum will encourage walking and shopping. The seating will draw pedestrians to the site and provide a space to gather, further supporting the businesses and also providing a counterbalance to the vehicle feel of Main Street.

4th and Main provides funding for Workforce Housing by payment of the In Lieu Fee to allow additional usable space within the building. A FAR of up to 2.25 may be approved with this contribution to Workforce Housing; the project only utilizes 2.07 and this *includes* parking that is required to be above-ground to enable full activation of 4th street with no access driveway to underground parking.[6] The density and scale of the project is consistent with City plans, City Code, and the surrounding uses along Main Street.

The five residential units also provide additional housing in an infill location, where residents can walk to businesses, restaurants, services and amenities throughout the city. The garage parking means these residents will not need to park on City streets. The mixed use nature of the building minimizes traffic impacts while supporting businesses in the core and adding vibrancy to this important part of the City.

COMPREHENSIVE PLAN

4th and Main will fulfill many goals of Ketchum's Comprehensive Plan. The Plan focuses on creating a "sustainable, vibrant, connected and more beautiful Ketchum" based on the principle of sustainability. Plan, p. iii.

Policy LU-2.1. **Infill and Redevelopment.** Support intensification of land uses on appropriate infill and redevelopment sites in the following areas: Downtown.

This infill development includes commercial store-fronts and integrated residential units – providing new retail space, housing, and activated public spaces to the downtown core on a formerly vacant lot, all surrounded by developed and redeveloping properties.

Policy E-1(b). **Downtown as a Major Community Asset and Tourism Attraction.** The community will strive to maintain a single concentrated commercial and retail core. The City will reinforce the downtown core's role as a major asset and visitor attraction by encouraging businesses

[6] The FAR would be 1.82 if the parking were located below ground.

PETER PAULOS, JR.
38 TAUNTON HILL ROAD, NEWTOWN, CT 06470
[P] 203-426-6500 [F] 203-426-6503 [C] 203-241-4056
[E] ppaulos@ph-archs.com

that fit the downtown character and by developing policies, programs, investment strategies, and organizations that help retain downtown businesses.

4th and Main provides three new highly visible commercial spaces in the downtown core to serve local businesses and attract new independent businesses, contributing to the downtown core's role as a major asset and visitor attraction. The project's activated streetscape and public spaces, with high visibility on Main Street and pedestrian connectivity along 4th Street, will draw visitors to and around the corner, supporting all commercial businesses in the area.

Policy H-1.4. **Integrated Housing in Business and Mixed-Use Areas.** Housing should be integrated into the downtown core and light industrial areas, and close to the ski bases. The resulting mix of land use will help promote a greater diversity of housing opportunities as well as social interactions.

Policy M-1.3 **Compact Development and Housing Downtown and in Activity Centers.** Encourage compact development, mixed uses, and additional housing density in the downtown and in high-activity areas. This will increase opportunities for walking, bicycling and transit ridership and reduce vehicle rips.

4th and Main provides five new residential units vertically integrated above three new retail spaces. The mixed-use project is horizontally integrated with the downtown core with activated sidewalk and public gathering space lining both Main Street and 4th Street at this key corner location. The project's residents can walk to employment, shopping, services, and recreation, reducing vehicle trips and resulting in greater social interactions and more vibrancy around-the-clock in the downtown core.

Policy H-1.2 **Local Solutions to Attainable Housing.** …The City will look to new funding mechanisms, and encourage a broad range of regulatory incentives and options for community housing. These may include unit buy-downs, unit reuse, density increases, and height bonuses.

Policy H-2.1 **The Ketchum community will support affordable housing programs.** BCHA, ARCH, and KCDC will serve the important functions of promoting, planning, developing, managing and preserving the longterm supply of affordable housing options in Ketchum. The City will partner with other entities to fulfill its housing goals.

4th and Main proposes to utilize the City's incentive of increased FAR by paying the Workforce Housing In Lieu Fee to Blaine County Housing Authority, supporting the community's efforts to provide attainable housing.

Policy M-5.1 **Complete Sidewalk Network.** Connect destinations with pedestrian facilities and encourage walking by filling in missing sidewalk links, restoring damaged sidewalks, and requiring sidewalks as part of development approvals. Ensure that sidewalks are accessible and clear of impediments to passage.

PETER PAULOS, JR.
38 TAUNTON HILL ROAD, NEWTOWN, CT 06470
[P] 203-426-6500 [F] 203-426-6503 [C] 203-241-4056
[E] ppaulos@ph-archs.com

4th and Main will provide over 3100 square feet of activated sidewalk with public gathering space lining both Main Street and 4th Street at this key corner location. The project will reconstruct sidewalk along 4th Street to make it ADA compliant.

Policy M-5.4 **Walkability and Sit-ability Improvements.** Promote walkability and sit-ability through connected pathways, sidewalks and public seating; art, historical and cultural exhibits and other items of visual interest; and good wayfinding that encourages walking and dwell time in the downtown.

4th and Main will promote both walkability and sit-ability along both Main Street and 4th Street with heated sidewalks, covered awnings, trees for natural screening and shade, multiple seating areas for up to 16 seats, and a designated art pedestal to provide visual interest and to draw in passersby.

Policy H-3.4. **Efficient Energy Use in New and Retrofitted Residential Construction.** New housing will be energy-efficient, emphasize the use of durable and environmentally responsible materials, and implement best practices in site design and construction.

4th and Main will include energy-efficient construction with durable and environmentally responsible materials (e.g., minimum twenty-year materials and energy-efficient insulation values), and best practices in site design and construction.

Policy CD-2.5. **Energy and Water Efficiency in New Development.** The community should promote the siting and use of renewable energy, water conservation, and the use of compatible native or xeric landscape planting.

Policy NR 6.4. **Energy Conservation in New Construction.** Promote energy conservation features in residential and commercial development.

4th and Main will promote the siting and use of renewable energy, including rooftop solar panels to offset common area and exterior lighting needs; water conservation (drip line irrigation); and the use of compatible native landscape planting.

SITE AND PROJECT SUMMARY

- Lot Size – 10,997 SF
- Building – 22,784 SF
- 3 Retail Units – 4,039 SF
- 5 Residential Units – 12,029 SF
- 9 Private Parking Stalls – 2,666 SF
- Balcony & Terrace – 4,653

PETER PAULOS, JR.
38 TAUNTON HILL ROAD, NEWTOWN, CT 06470
[P] 203-426-6500 [F] 203-426-6503 [C] 203-241-4056
[E] ppaulos@ph-archs.com

LEVEL-BY-LEVEL PROGRAMMING

Main St. Level

- Uses: Retail / Main Street Pedestrian Access / Elevator Access
- Bicycle racks
- Retail A: 1,659 nsf
- Retail B: 1,1718 nsf
- 11'-6" ceiling height
- Floor-to-ceiling glazing
- Community Housing: 2 Studio units (418 nsf & 518 nsf respectively)

Alley Level

- Uses: Retail / Private Garages / Condominiums / Private Terraces / Common Lobby
- Retail C: 662 nsf
- 2-bedroom condominium, 1,725 nsf
- 2-bedroom condominium, 1,505 nsf
- Refuse Area
- Private 1-car garage
- Three private tandem 2-car garages
- Private handicap tandem 2-car garage
- 10'-6" ceiling height

Middle Level

- Uses: Common Circulation / Condominiums / Private Terraces
- 3-bedroom condominium, 3,485 nsf, Private Terraces
- 2-bedroom condominium, 2,277 nsf, Private Terraces
- 10'-6" ceiling height

Upper Level

- Uses: Common Circulation / Condominium / Private Terraces

PETER PAULOS, JR.
38 TAUNTON HILL ROAD, NEWTOWN, CT 06470
[P] 203-426-6500 [F] 203-426-6503 [C] 203-241-4056
[E] ppaulos@ph-archs.com

- 3-bedroom penthouse condominium, 3,039 nsf, Private Terraces
- 10'-6" ceiling height
- Building Mass maintaining minimum 11'-0" setback for fourth floor and minimum 40'-0" setback from Main Street

KETCHUM'S DESIGN GOALS

4th and Main not only meets the current City Code and Comprehensive Plan policies but also the design goals currently being considered by the City to develop new design standards.

1. **Integrate new development into the natural and manmade environment around it.**

   4th and Main is an infill development that integrates with the sloped site and the surrounding built environment. The building height is comparable to uses across Main Street and immediately adjacent with the proposed redevelopment to the north, providing symmetry.

2. **Strengthen the downtown pedestrian experience with more walkable areas.**

   4th and Main provides retail activation and vibrancy on a significant pedestrian corner with three retail units wrapping the corner and over 3100 sf of activated sidewalk, including a rebuilt and fully ADA compliant access along 4th Street. The activated streetscapes will feature heated sidewalks, covered awnings, trees and shade, planter boxes, sitting spaces for up to 16 seats, and a designated art pedestal, all strengthening the downtown pedestrian experience.

3. **Avoid overbearing mass in design and break up facades into smaller components.**

   The 4th and Main building is designed well within the 42' height limit for the zone, with a maximum height of 36'-11' and no more than 30' at street property lines. The building also proposes a 2.07 FAR, where the City Code provides up to 2.25 as an incentive for Workforce Housing contributions. The stepped back building, undulating facades with significant architectural relief, and activated canopied streetscapes all reduce massing. Design elements and materials break up facades into smaller components.

4. **Promote the surrounding environment's color and material palettes.**

   Many buildings on Main Street and around Ketchum have brick as a main material in the building. Our building also uses brick, with historic detailing, to continue that tradition. The brick is accentuated with wood siding to soften the building and bring in the feel of Silver Creek Outfitters and other surrounding buildings sharing our side on Main Street.

PETER PAULOS, JR.
38 TAUNTON HILL ROAD, NEWTOWN, CT 06470
[P] 203-426-6500 [F] 203-426-6503 [C] 203-241-4056
[E] ppaulos@ph-archs.com

5. **Create inviting spaces that encourage community.**

   The proposed retail spaces along Main Street and 4th Street are designed to encourage pedestrian traffic and "window shopping" along these main through-fares. The over 3100 SF of sidewalk with multiple seating areas, landscaping, and designated art pedestal will draw in the public and give them space to commune. Consistent with the comprehensive plan, these spaces promote both walkability and sit-ability.

6. **Support Ketchum's history through reuse of historic buildings.**

   The 4th and Main site does not have an existing building on it. However, the proposed design for the site draws from Ketchum's existing structures and history to create a solution that respects the past and the environment around it.

7. **Promote innovation.**

   4th and Main strikes a balance in providing architectural elements based on Ketchum's existing buildings with a few modern touches and materials to add interest and variety. The project provides innovative streetscapes to encourage shopping, art, canopied storefront visuals, seating areas, all bringing together a human scale and a beautiful, usable mixed use building.

CONCLUSION

Thank you for your review and consideration of these materials. We are excited to present the 4th and Main development and we look forward to continued collaboration with City planning staff and discussion and with the Commission at the Pre-Application Design Review meeting.

Peter Paulos, Jr., AIA
Principal, P|H Architects

PETER PAULOS, JR.
38 TAUNTON HILL ROAD, NEWTOWN, CT 06470
[P] 203-426-6500 [F] 203-426-6503 [C] 203-241-4056
[E] ppaulos@ph-archs.com

September 30, 2022

CHRIS ENSIGN
4685 Highland Dr 224
SALT LAKE CITY, UT 84117

To whom it may concern,

Thank you for your inquiry about electrical service at 400 MAIN ST
KETCHUM, ID 83340

The property is located within Idaho Power's service area in the state of Idaho

Idaho Power will provide electrical service to this location once any required easement or right of way are obtained by Idaho Power and/or the Customer, and in compliance with the statutes of the State of Idaho/Oregon and the Idaho Power tariffs on file with our regulatros. Tariffs include the General Rules and Regulations that covers new service attachments and distribution line installations or alterations.

Idaho Power has reviewed your project to be served at the above address. This project can be served from the planned installation of a three phase 120/208 transformer to be installed 70' north in the public right of way and to be shared by the 5th and Main Street project currently under construction.

In addition to the transformer to be installed at the north, 3 new 4" conduits will be required to be installed in the alley to the north east property corner of your project and terminate in a secondary bus cabinet installed on property. This customer owned secondary bus cabinet will be Idaho Power's Point of Delivery.

Sincerely,

Cyndi Bradshaw

Cyndi Bradshaw
PO Box 3909
Hailey ID 83333

C L E A R C R E E K D I S P O S A L
PO Box 130 • Ketchum, ID 83340 • Phone 208.726.9600 • www.ccdisposal.com

March 10, 2022

City of Ketchum
Planning Department
P O Box 2315
Ketchum, ID 83340

Re: 4th & Main

To Whom It May Concern,

I have met with the development team regarding future garbage services at this site. Please see the following:

Clear Creek Disposal has reviewed the plans the 4th &Main Street development and can adequately service the proposed development as proposed.

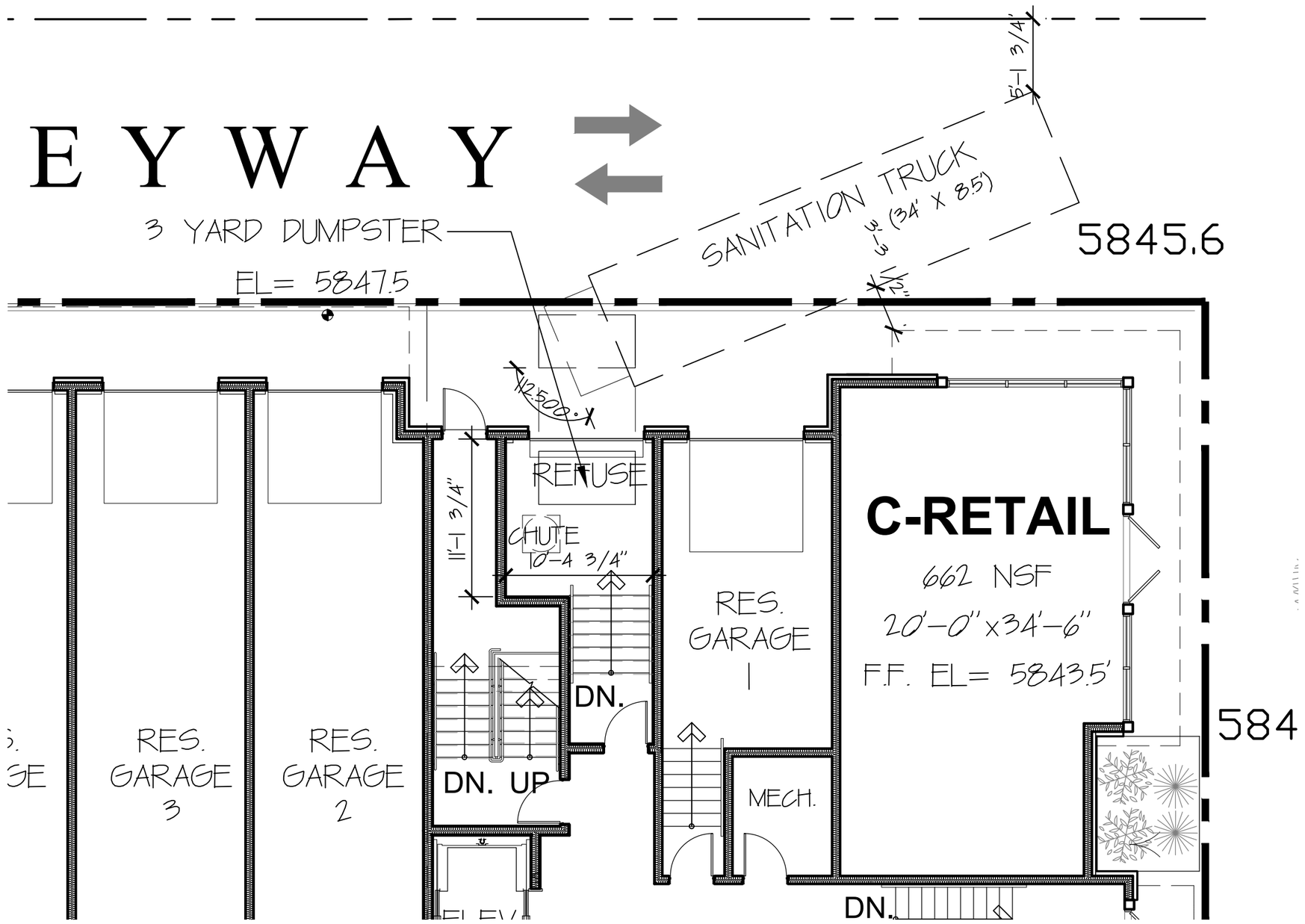
A dumpster mounted on a Garbage Glider system will be installed and served multiple days per week. Clear Creek Disposal will approach the facility heading North in the alley from 4th St. and have an angled approach to the dumpster extended from the garbage room. Clear Creek will have access to the Garbage Room to access automatic controls to the dumpster glide platform system.

If you would like to discuss and/or need further information, please contact me.

Respectfully,

Mike Goitiandia
Clear Creek Disposal

.4th & Main – 1


EYWAY
3 YARD DUMPSTER
EL= 5847.5
SANITATION TRUCK
(34' X 8.5')
5'-1 3/4"
3'-3"
12"
5845.6
42.500°
REFUSE
CHUTE
10'-4 3/4"
11'-1 3/4"
C-RETAIL
662 NSF
20'-0" x 34'-6"
F.F. EL= 5843.5'
RES.
GARAGE
1
DN.
DN. UP
MECH.
DN.
RES.
GARAGE
3
RES.
GARAGE
2
584

Attachment B

Application Materials:

Design Review Plan Set

MIXED USE DEVELOPMENT

4TH & MAIN STREETS
KETCHUM, BLAINE COUNTY, IDAHO

DATE: JULY 14, 2022
REVISED: JANUARY 30, 2023

P|H
ARCHITECTS
38 Taunton Hill Road
Newtown, Connecticut 06470
(203) 426-6500 tel. (203) 426-6503 fax
ph-archs.com

GALENA ENGINEERING, INC.
CIVIL ENGINEERS & LAND SURVEYORS
317 North River Street
Hailey, Idaho 83333
tel: (208)725-1705

EGGERS ASSOCIATES
LANDSCAPE ARCHITECTURE
560 North Second Avenue
Ketchum, Idaho 83340
tel: (208)725-0988
fax: (208)725-0972

TAFT ENGINEERING, LLC
8610 South Sandy Parkway, Suite #200
Sandy, Utah 84070
tel: (801)566-8012
www.tafteng.com

LIST OF DRAWINGS:

			LAST ISSUED
	CV 1.0	COVER SHEET	1/19/23
CIVIL	C 0.1	NOTES AND DETAIL	1/26/23
	C 0.2	DETAIL SHEET	1/26/23
	C 0.9	SITE PLAN	1/26/23
	C 1.0	SITE PLAN, GRADING AND DRAINAGE PLAN	1/26/23
		PLAT SHOWING LOT 1A, BLOCK 5, KETCHUM TOWNSITE	September 2022
		PLAT SHOWING SOLSTICE CONDOMINIUMS	September 2022
		PLAT SHOWING SOLSTICE CONDOMINIUMS	September 2022
SITE ELECTRICAL	E100	ELECTRICAL GENERAL NOTES	10/25/22
	E101	ELECTRICAL FIRST FLOOR SITE PLAN	10/25/22
	E101A	ELECTRICAL FIRST FLOOR SITE PHOTOMETRIC PLAN	10/25/22
	E200	LOWER LEVEL POWER PLAN	10/25/22
	E201	ALLEY LEVEL POWER PLAN	10/25/22
	E202	MIDDLE LEVEL POWER PLAN	10/25/22
	E203	UPPER LEVEL POWER PLAN	10/25/22
	E204	ROOF POWER PLAN	10/25/22
	E601	ELECTRICAL DETAILS	10/25/22
	E602	ELECTRICAL DETAILS	10/25/22
	E603	ELECTRICAL DETAILS	10/25/22
	E701	ELECTRICAL POWER RISER DIAGRAM	10/25/22
	E702	ELECTRICAL POWER RISER DIAGRAM	10/25/22
	E801	ELECTRICAL SCHEDULES	10/25/22
	E802	ELECTRICAL SCHEDULES	10/25/22
	E901	ELECTRICAL SPECIFICATIONS	10/25/22
LANDSCAPE		LANDSCAPE PLAN LEVEL 01 & 02	1/31/23
		LANDSCAPE PLAN LEVEL 04	1/31/23
ARCHITECTURAL	CD1.0	SETBACK PLANS	10/25/22
	CD1.1	CODE DATA	10/13/22
	A1.0	MAIN ST. & ALLEY LEVEL PLANS	1/30/23
	A1.0a	PARKING STALL DIMENSION PLAN	10/25/22
	A1.1	MIDDLE & UPPER LEVEL PLANS	1/30/23
	A1.2	ROOF PLAN	1/30/23
	A2.0	FRONT & SIDE EXTERIOR ELEVATIONS	9/6/22
	A2.1	REAR & SIDE EXTERIOR ELEVATIONS	9/6/22
	A2.2	COMBINED MAIN ST. ELEVATION	6/17/22
	A3.0	MASTER SIGNAGE PLAN	6/17/22
	A5.0	PERSPECTIVE RENDERING	1/30/23
	A5.1	PERSPECTIVE RENDERING	1/30/23
	A5.2	PERSPECTIVE RENDERING	1/30/23
	A5.3	CONSTRUCTION MANAGEMENT PLAN	6/17/22
	A6.0	DETAILS	6/17/22

NOTE:
NOT FOR CONSTRUCTION

THIS DOCUMENT, AND THE IDEAS AND DESIGNS INCORPORATED HEREIN, AS AN INSTRUMENT OF PROFESSIONAL SERVICE, IS THE PROPERTY OF P H ARCHITECTS L.L.C. AND IS NOT TO BE USED, IN WHOLE OR IN PART, FOR ANY OTHER PROJECT WITHOUT THE WRITTEN AUTHORIZATION OF P H ARCHITECTS L.L.C.

WORK SHALL CONFORM TO APPLICABLE CODES AND REQUIREMENTS OF UTILITIES AND AUTHORITIES HAVING JURISDICTION.

DO NOT SCALE THE DRAWINGS.

VERIFY ALL DIMENSIONS IN THE FIELD. REPORT DISCREPANCIES.

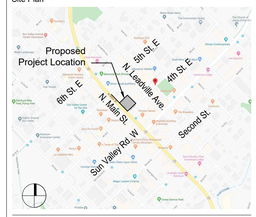
MIXED USE DEVELOPMENT

4TH & MAIN ST.
KETCHUM, BLAINE COUNTY,
IDAHO 84117

Prepared For: SOLSTICE DEVELOPMENT
4686 HIGHLAND DR. #224
MILLCREEK, UT 84117

P|H
ARCHITECTS
38 Taunton Hill Road
Newtown, Connecticut 06470
203-426-6500 tel. 203-426-6503 fax
ph-archs.com

Site Plan



Project Team:

Architect and Planner:
P H Architects, LLC
38 Taunton Hill Road
Newtown, Connecticut 06470
(203) 426-6500 tel.
(203) 426-6503 fax

Civil Engineer:
Galena Engineering, Inc.
317 North River Street
Hailey, Utah 83333
(208) 788-1705 tel.

Landscape Architect:
Eggers Associates, Landscape Architecture
560 North Second Avenue
Ketchum, Idaho 83340
(208) 725-0988 tel.
(208) 725-0972 fax

Seal

LICENSED ARCHITECT
AR 986736
PETER PAULOS JR.
STATE OF IDAHO

Revisions

No.	Date	Issue
9.	2023/01/30	ZONING COMMENTS

COVER SHEET

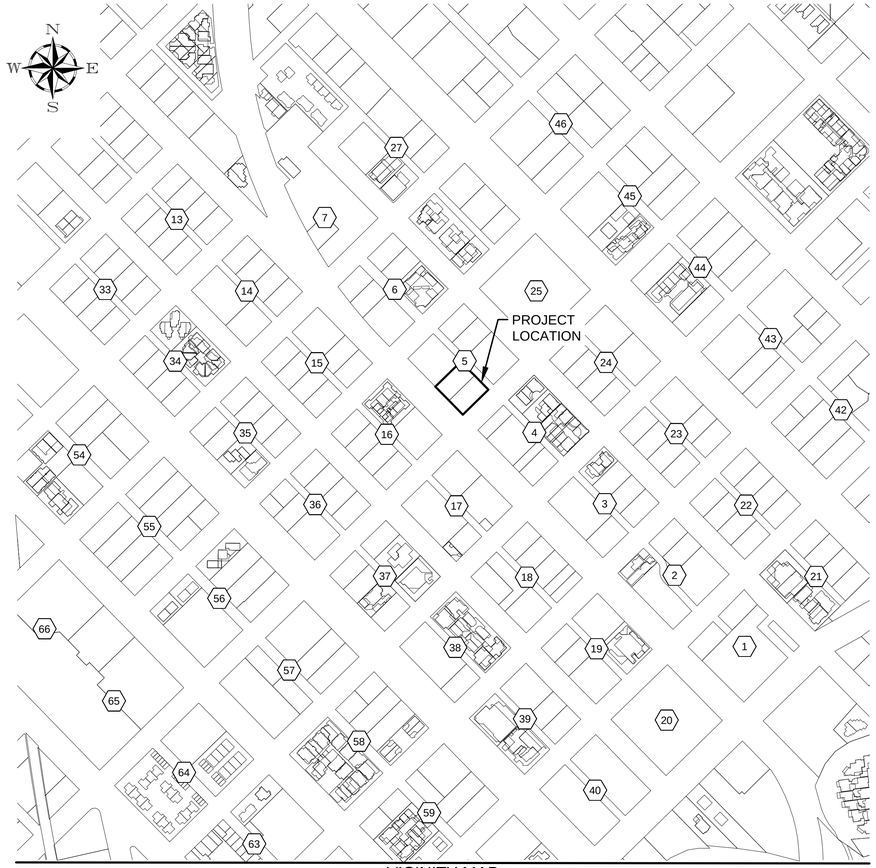
Date: 2022-07-14
Project No.:
Scale: NTS
CAD File Name:
Design: sbz
Checked:
Sheet No.:

CV1.0

© P H ARCHITECTS, LLC

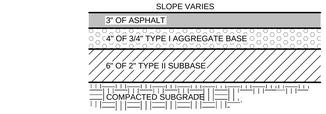
CONSTRUCTION NOTES

1. ALL CONSTRUCTION SHALL BE IN CONFORMANCE WITH THE MOST CURRENT EDITION OF THE "IDAHO REGULATIONS FOR PUBLIC DRINKING WATER SYSTEMS," THE CURRENT EDITION OF THE "IDAHO STANDARDS FOR PUBLIC WORKS CONSTRUCTION" (ISPWC), AND CITY OF KETCHUM STANDARDS. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING AND KEEPING A COPY OF THE ISPWC ON SITE DURING CONSTRUCTION.
2. THE LOCATION OF EXISTING UNDERGROUND UTILITIES ARE SHOWN ON THE PLANS IN AN APPROXIMATE WAY. THE CONTRACTOR SHALL BE RESPONSIBLE FOR LOCATING EXISTING UTILITIES PRIOR TO COMMENCING AND DURING THE CONSTRUCTION. THE CONTRACTOR AGREES TO BE FULLY RESPONSIBLE FOR ANY AND ALL DAMAGES WHICH RESULT FROM HIS FAILURE TO ACCURATELY LOCATE AND PRESERVE ANY AND ALL UNDERGROUND UTILITIES. CONTRACTOR SHALL CALL DIGLINE (1-800-342-1585) TO LOCATE ALL EXISTING UNDERGROUND UTILITIES.
3. THE CONTRACTOR SHALL CLEAN UP THE SITE AFTER CONSTRUCTION SO THAT IT IS IN A CONDITION EQUAL TO OR BETTER THAN THAT WHICH EXISTED PRIOR TO CONSTRUCTION, INCLUDING BUT NOT LIMITED TO, EPA'S NPDES CONSTRUCTION GENERAL PERMIT.
4. THE CONTRACTOR SHALL OBTAIN ALL NECESSARY PERMITS PRIOR TO CONSTRUCTION.
5. CONSTRUCTION OF WATER MAINS AND ALL OTHER RELATED APPURTENANCES SHALL BE IN ACCORDANCE WITH THE IDAHO STANDARDS FOR PUBLIC WORKS CONSTRUCTION (ISPWC), IDAPA 58.01.08, IDAHO RULES FOR PUBLIC DRINKING WATER SYSTEMS AND THE CITY OF KETCHUM UTILITIES DEPARTMENT STANDARDS.
6. CONTRACTOR SHALL PRESSURE TEST, DISINFECT, AND CONDUCT BIOLOGICAL TESTING IN ACCORDANCE WITH THE IDAHO STANDARDS FOR PUBLIC WORKS CONSTRUCTION (ISPWC), AMERICAN WATER WORKS ASSOCIATION (AWWA) STANDARDS, AND THE PRESSURE TESTING, DISINFECTION, AND MICROBIOLOGICAL TESTING PROCEDURES.
7. ALL WATER SUPPLY FIXTURES, FITTINGS, PIPING, AND ALL RELATED APPURTENANCES SHALL BE ANSI/NSF STD. 61 COMPLIANT.
8. ALL WATER SUPPLY FIXTURES, FITTINGS, PIPING, AND ALL RELATED APPURTENANCES SHALL COMPLY WITH THE LOW LEAD ACT REQUIRING ALL MATERIALS TO HAVE A LEAD CONTENT EQUAL TO OR LESS THAT 0.25%.
9. THE CONTRACTOR SHALL USE ANSI/NSF STANDARD 60 CHEMICALS AND COMPOUNDS DURING INSTALLATION & DISINFECTION OF POTABLE WATER MAIN.
10. CONTRACTOR SHALL COORDINATE LOCATIONS OF DRY UTILITY FACILITIES (POWER, CABLE, PHONE, TV) NOT SHOWN ON THE DRAWING WITH IDAHO POWER.
11. ALL CLEARING & GRUBBING SHALL CONFORM TO ISPWC SECTION 201.
12. ALL EXCAVATION & EMBANKMENT SHALL CONFORM TO ISPWC SECTION 202. EXCAVATED SUBGRADE SHALL BE COMPACTED AND ALL UNSUITABLE SECTIONS REMOVED AND REPLACED WITH STRUCTURAL FILL AS DETERMINED BY THE ENGINEER. MINIMUM COMPACTION OF PLACED MATERIAL SHALL BE 95% OF MAXIMUM LABORATORY DENSITY AS DETERMINED BY AASHTO T-99 OR ITD T-91.
13. ALL 2" MINUS GRAVEL SHALL CONFORM TO ISPWC 802, TYPE II (ITD STANDARD 703.04, 2"), SHALL BE PLACED IN CONFORMANCE WITH ISPWC SECTION 801 AND COMPACTED PER SECTION 202. MINIMUM COMPACTION OF PLACED MATERIAL SHALL BE 90% OF MAXIMUM LABORATORY DENSITY AS DETERMINED BY AASHTO T-99.
14. ALL 3/4" MINUS CRUSHED GRAVEL SHALL CONFORM TO ISPWC 802, TYPE I (ITD STANDARD 703.04, 3/4" B), SHALL BE PLACED IN CONFORMANCE WITH ISPWC SECTION 802 AND COMPACTED PER SECTION 202. MINIMUM COMPACTION OF PLACED MATERIAL SHALL BE 95% OF MAXIMUM LABORATORY DENSITY AS DETERMINED BY AASHTO T-99 OR ITD T-91.
15. ALL ASPHALTIC CONCRETE PAVEMENT WORK SHALL CONFORM TO ISPWC SECTION(S) 805, 810, AND 811 FOR CLASS II PAVEMENT. ASPHALT AGGREGATE SHALL BE 1/2" (13MM) NOMINAL SIZE CONFORMING TO TABLE 803B IN ISPWC SECTION 803. ASPHALT BINDER SHALL BE PG 58-28 CONFORMING TO TABLE A-1 IN ISPWC SECTION 805.
16. ALL EDGES OF EXISTING ASPHALT PAVING SHALL BE SAW CUT 24" TO PROVIDE A CLEAN PAVEMENT EDGE FOR MATCHING. NO WHEEL CUTTING SHALL BE ALLOWED.
17. THE CONTRACTOR SHALL BE RESPONSIBLE FOR PROVIDING TRAFFIC CONTROL PER THE CURRENT EDITION OF THE US DEPARTMENT OF TRANSPORTATION MANUAL OF UNIFORM TRAFFIC CONTROL DEVICES (MUTCD).
18. ALL CONCRETE FORM WORK SHALL SHALL CONFORM TO ISPWC SECTION 701 AND 703. ALL CONCRETE SHALL BE 3,000 PSI MINIMUM, 28 DAY, AS DEFINED IN ISPWC SECTION 703, TABLE 1.C.
19. ALL TRENCHING SHALL CONFORM TO ISPWC STANDARD DRAWING SD-301. TRENCHES SHALL BE BACKFILLED AND COMPACTED TO A MINIMUM OF 95% OF MAXIMUM DENSITY AS DETERMINED BY AASHTO T-99.
20. TOPOGRAPHIC, SITE, AND BOUNDARY SURVEYS SHOWN HEREON WERE CONDUCTED BY BENCHMARK ASSOCIATES, P.A., 11/6/2019. REFER TO TOPOGRAPHIC MAP FOR NOTES. PROPOSED CONDITIONS FOR 460 N MAIN STREET SHOWN HEREON ARE PER DESIGN DRAWINGS BY GALENA ENGINEERING, INC. ON JANUARY 19, 2023. CONTRACTOR SHALL VERIFY NO CHANGES TO ADJACENT PROPERTY DESIGN HAVE OCCURRED PRIOR TO CONSTRUCTION.
21. PER IDAHO CODE § 55-1613, THE CONTRACTOR SHALL RETAIN AND PROTECT ALL MONUMENTS, ACCESSORIES TO CORNERS, BENCHMARKS AND POINTS SET IN CONTROL SURVEYS; ALL MONUMENTS, ACCESSORIES TO CORNERS, BENCHMARKS AND POINTS SET IN CONTROL SURVEYS THAT ARE LOST OR DISTURBED BY CONSTRUCTION SHALL BE REESTABLISHED AND RE-MONUMENTED, AT THE EXPENSE OF THE AGENCY OR PERSON CAUSING THEIR LOSS OR DISTURBANCE AT THEIR ORIGINAL LOCATION OR BY SETTING OF A WITNESS CORNER OR REFERENCE POINT OR A REPLACEMENT BENCHMARK OR CONTROL POINT, BY OR UNDER THE DIRECTION OF A PROFESSIONAL LAND SURVEYOR.



VICINITY MAP

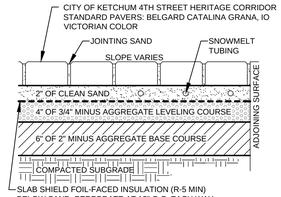
SCALE: 1" = 200'



NOTES:
1. SUBBASE CAN BE 2" TYPE II OR ¾" TYPE I CRUSHED AGGREGATE BASE COURSE.
2. MATERIALS SHALL CONFORM WITH CURRENT ISPWC STANDARDS, DIVISION 800 AGGREGATES AND ASPHALT.
3. PAVEMENT SECTION MAY BE MODIFIED IF A PROJECT SPECIFIC GEOTECHNICAL REPORT, STAMPED BY A LICENSED ENGINEER, IS PROVIDED.

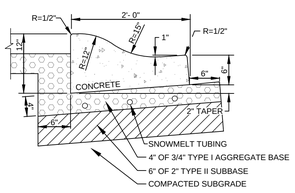
1 / C0.1 TYPICAL STREET ASPHALT SECTION

N.T.S.



2 / C0.1 PAVER DETAIL

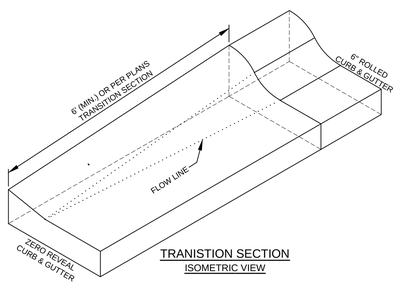
N.T.S.



NOTES:
1. SUBBASE CAN BE 2" TYPE II OR ¾" TYPE I CRUSHED AGGREGATE BASE COURSE.
2. MATERIALS SHALL CONFORM WITH CURRENT ISPWC STANDARDS, DIVISION 800 AGGREGATES AND ASPHALT.
3. PAVEMENT SECTION MAY BE MODIFIED IF A PROJECT SPECIFIC GEOTECHNICAL REPORT, STAMPED BY A LICENSED ENGINEER, IS PROVIDED.
4. 1/2-INCH PREFORMED EXPANSION JOINT MATERIAL (AASHTO M 213) AT TERMINAL POINTS OF RADII.
5. CONTINUOUS PLACEMENT PREFERRED, SCORE INTERVALS 10-FEET MAXIMUM SPACING (8-FEET W/SIDEWALK).

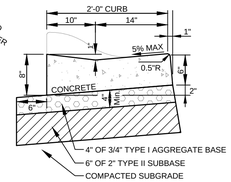
3 / C0.1 HEATED 6" CONCRETE ROLLED CURB & GUTTER

N.T.S.



TRANISTION SECTION

ISOMETRIC VIEW

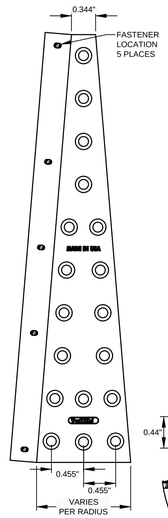


ZERO REVEAL CURB & GUTTER

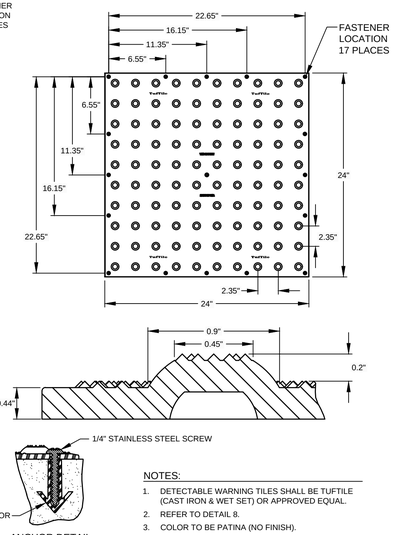
NOTES:
1. SUBBASE CAN BE 2" TYPE II OR ¾" TYPE I CRUSHED AGGREGATE BASE COURSE.
2. MATERIALS SHALL CONFORM WITH CURRENT ISPWC STANDARDS, DIVISION 800 AGGREGATES AND ASPHALT.
3. PAVEMENT SECTION MAY BE MODIFIED IF A PROJECT SPECIFIC GEOTECHNICAL REPORT, STAMPED BY A LICENSED ENGINEER, IS PROVIDED.
4. 1/2-INCH PREFORMED EXPANSION JOINT MATERIAL (AASHTO M 213) AT TERMINAL POINTS OF RADII.
5. CONTINUOUS PLACEMENT PREFERRED, SCORE INTERVALS 10-FEET MAXIMUM SPACING (8-FEET W/SIDEWALK).

4 / C0.1 TYPICAL CURB TRANSITION DETAIL

N.T.S.



RADIUS - WEDGE TILE

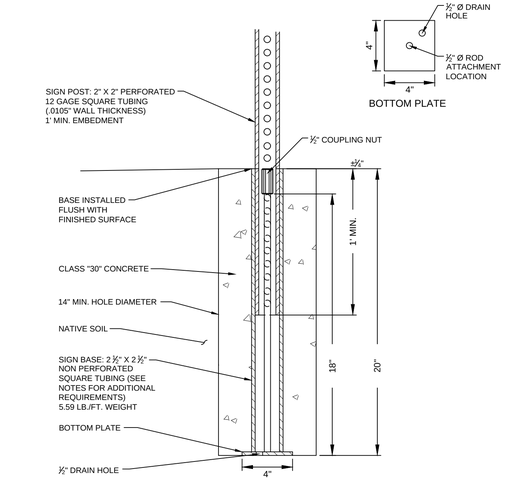


ANCHOR DETAIL

NOTES:
1. DETECTABLE WARNING TILES SHALL BE TUFTILE (CAST IRON & WET SET) OR APPROVED EQUAL.
2. REFER TO DETAIL 8.
3. COLOR TO BE PATINA (NO FINISH).

5 / C0.1 DETECTABLE WARNING PLATE

N.T.S.



NOTES:
1. BASES SHALL BE INSTALLED TO BE FLUSH WITH SURFACE.
2. ALL INSTALLATIONS SHALL HAVE 14" Ø MINIMUM FOUNDATION OR GROUTED INTO SOLID ROCK.
3. ALL STREET SIGNS SHALL BE IN ACCORDANCE WITH THE MOST CURRENT EDITION OF THE MUTCD.
4. SIGN PLACEMENT SHALL BE APPROVED BY THE CITY OF KETCHUM.
5. CITY TO PROVIDE BASES.

SIGN BASE MATERIAL & DIMENSION REQUIREMENTS
2 ½" OUTSIDE TUBE STEEL (20" LENGTH)
2 ⅛" INSIDE TUBE STEEL
3/16" THICK
INTERNAL ROD MATERIAL & DIMENSION REQUIREMENTS
½" COLD ROLLED ROD (18" LENGTH)
½" COUPLING NUTS
BOTTOM PLATE MATERIAL & DIMENSION REQUIREMENTS
4" X 4" X ¼" STEEL STRAP

6 / C0.1 TYPICAL SIGN BASE

N.T.S.

opal
OPAL ENGINEERING, PLLC
P.O. BOX 2315, KETCHUM, ID 83353
WWW.OPALENGINEERING.COM

REVISION NO.	DATE	DESCRIPTION

PURPOSE: ISSUE FOR DESIGN REVIEW (01/26/2023)

PROFESSIONAL ENGINEER LICENSED 17618 01/26/2023 STATE OF IDAHO SAMANTHA STAHLNECKER

PRELIMINARY NOT FOR CONSTRUCTION

NOTES AND DETAIL SHEET

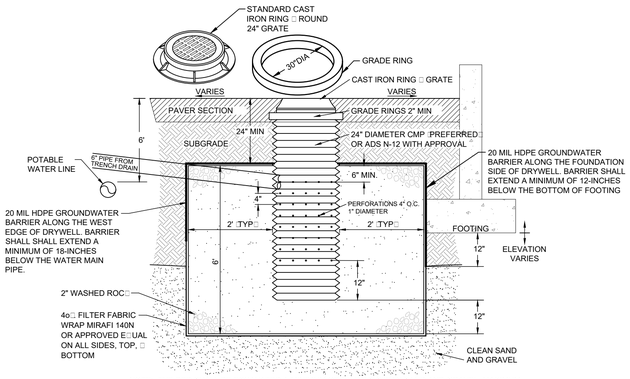
4TH AND MAIN STREET MIXED USE DEVELOPMENT

PREPARED FOR SOLSTICE DEVELOPMENT

22025
PROJECT NUMBER

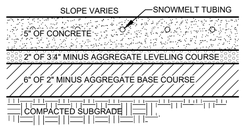
C0.1

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



NOTE: THE BED SHALL BE EXCAVATED A MINIMUM OF 24" INTO CLEAN SAND AND GRAVEL. MAXIMUM DEPTH SHALL NOT EXCEED 12 FEET. IF CLEAN SAND AND GRAVEL IS NOT ENCOUNTERED WITHIN 12 FEET, THE CONTRACTOR SHALL CONTACT THE DESIGN ENGINEER.

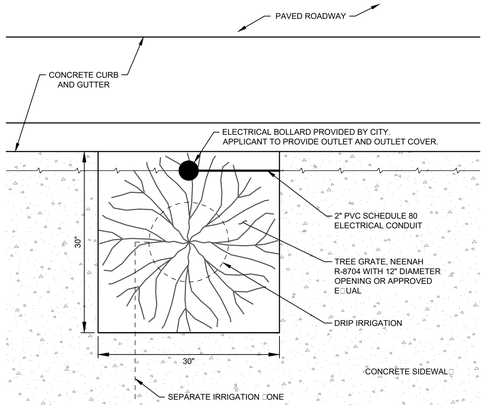
1 / C0.2 DRYWELL DETAIL (6' Ø)
N.T.S.



NOTES:

1. INSTALL SCORE JOINTS AT INTERVALS TO MATCH WIDTH OF WAL□ NOT TO EXCEED 5 FEET SPACING IN BOTH THE LONGITUDINAL AND TRANSVERSE DIRECTION FOR SIDEWAL□ GREATER THAN 5 FEET IN WIDTH. INSTALL EXPANSION JOINTS EVERY 10 FEET IN LONGITUDINAL DIRECTION.
2. 1:2" TRANSVERSE PREFORMED BITUMINOUS JOINTS AT THE TERMINUS POINTS FOR CURVE AND WHERE SIDEWAL□ IS PLACED BETWEEN TWO PERMANENT FOUNDATIONS OR ADJACENT TO THE STRUCTURE, PLACE ¾" EXPANSION JOINT MATERIAL ALONG THE BAC□ OF WAL□ THE FULL LENGTH.
3. SIDEWAL□ CONSTRUCTION JOINTS SHALL BE CONSTRUCTED APPROXIMATELY ½" WIDE, ¾" IN DEPTH AND FINISHED AND EDGED SMOOTH. A PREFORMED EXPANSION JOINT FILLER SHALL BE PLACED EVERY 40' FOR NEW SIDEWAL□ CONSTRUCTION.
4. WHEN TRANSITIONING NEW SIDEWAL□ TO EXISTING, A MINIMUM 5' TRANSITIONAL PANEL SHALL BE SEPARATED AND ISOLATED WITH EXPANSION MATERIAL.
5. SIDEWAL□ ALIGNMENT TRANSITIONS SHALL HAVE A MINIMUM RADIUS OF 30' TO THE FACE OF CURB.
6. MATERIALS SHALL CONFORM WITH CURRENT ISPWC STANDARDS, DIVISION 800 AGGREGATES AND ASPHALT.
7. CONCRETE THIC□NESS PER THIS DETAIL OR MATCH EXISTING, WHICHEVER IS GREATER.
8. SURFACING MATERIAL FOR THE NEW SIDEWAL□S WITHIN RIGHT-OF-WAY SHALL BE TITAN CONCRETE MIX.

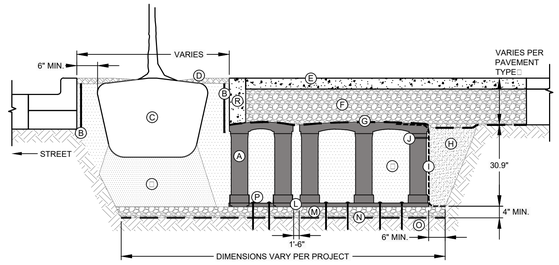
2 / C0.2 TYPICAL CONCRETE SIDEWALK SECTION
N.T.S.



NOTES:

1. TREE TO BE 3" MINIMUM CALIPER AUTUMN BLA□E MAPLE OR APPROVED E□UAL.
2. CITY OF □ETCHUM RE□UIRES DRIP IRRIGATION TO BE ON A SEPARATE □ONE WITH HUNTER:RAINWISE SMART CLOC□, OR APPROVED E□UAL, FOR REMOTE ACCESS BY CITY.
3. APPLICANT TO CONNECT AND PROVIDE CONDUITS, WIRING, AND SEPARATE CIRCUIT, OR TIE TO A CITY CIRCUIT FOR POWER.
4. NO DIRECT BURIAL WIRE PERMITTED.
5. TREE INSTALLATION TO BE MODULAR SUSPENDED PAVEMENT SYSTEM. SEE TREE WELL SECTION VIEW, DETAIL 2.

PLAN VIEW



MODULAR SUSPENDED PAVEMENT SYSTEM

□EY PLAN:

A. SILVA CELL SYSTEM □DEC□, BASE, AND POSTS□OR APPROVED E□UAL.
B. DEEPROOT ROOT BARRIER, 12" OR 18", DEPTH DETERMINED BY THIC□NESS OF PAVEMENT SECTION, INSTALL DIRECTLY ADJACENT TO CONCRETE EDGE RESTRAINT. PREVENTS ROOTS FROM DISTURBING PAVEMENT.
C. TREE ROOT PAC□AGE, SI□E VARIES
D. TREE OPENING TREATMENT, PER PROJECT SPECIFICATIONS
E. SURFACE TREATMENT, PER PROJECT
F. AGGREGATE BASE COURSE, DEPTH VARIES PER PROJECT
G. GEOTEXTILE TO □EEP AGGREGATE FROM MIGRATING DOWN THROUGH CELL DEC□
H. BAC□FILL, PER PROJECT SPECIFICATIONS
I. GEOGRID TO PROVIDE FOR VERTICAL SEPARATION BETWEEN PLANTING SOILS AND BAC□FILL WHILE ALLOWING ROOT PENETRATION INTO ADJACENT SOILS. 6" □150 □□□TOE □UTWARD FROM BASE□AND 12" □305 □□□EXCESS □OVER TOP OF DEC□□
J. CABLE TIE, ATTACHING GEOGRID TO SILVA CELL AT BASE OF UPPER POST FLARE
□. PLANTING SOIL, PER PROJECT SPECIFICATIONS, COMPACTED TO 70-80□ PROCTOR
L. SILVA CELL BASE SLOPE, 10□ MAX
M. 4" □100 □□□MIN AGGREGATE SUB BASE, COMPACTED TO 95□ PROCTOR
N. GEOTEXTILE, TO PROVIDE SEPARATION BETWEEN SUBGRADE AND AGGREGATE BASE
O. SUBGRADE, COMPACTED TO 95□ PROCTOR
P. PIN, PER SILVA CELL SPECIFICATIONS, TO □EEP CELLS IN PLACE DURING CONSTRUCTION
□. PLANTING SOIL BELOW TREE ROOT PAC□AGE, COMPACTED TO 85-90□ PROCTOR
R. CONCRETE EDGE RESTRAINT TO STABILI□E EDGE AND PREVENT AGGREGATE MIGRATION INTO TREE OPENING.

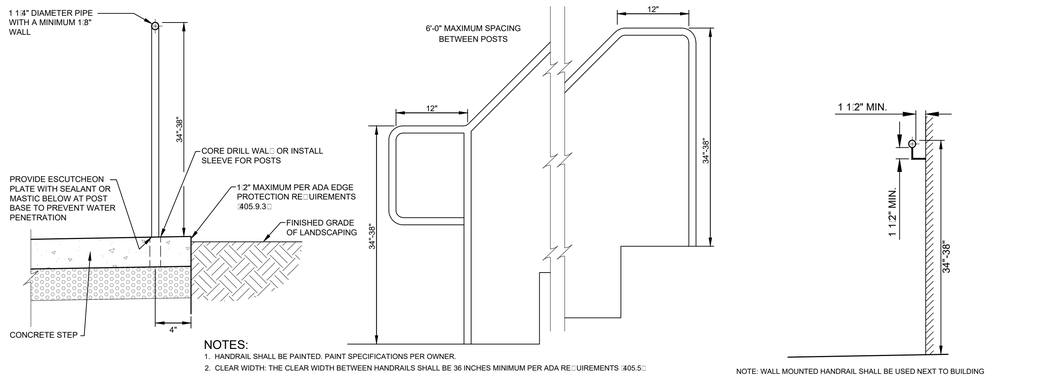
MINIMUM PAVEMENT PROFILE OPTIONS TO MEET H-20 LOADING	
PAVEMENT	□ AGGREGATE BASE COURSE
4" CONCRETE	□4" AGGREGATE
3" PAVER	□12" AGGREGATE
4" ASPHALT	□12" AGGREGATE
2.6" PAVER	□5" CONCRETE

SECTION VIEW

NOTES:

1. EXCAVATION SHALL BE DONE IN ACCORDANCE WITH ALL APPLICABLE HEALTH AND SAFETY REGULATIONS.
2. INSTALLATION TO BE COMPLETED IN ACCORDANCE WITH MANUFACTURER'S SPECIFICATIONS.
3. A PROJECT SPECIFIC DETAIL WILL NEED TO BE PROVIDED TO CITY FOR REVIEW AND APPROVAL.

3 / C0.2 TREE WELL DETAILS
N.T.S.



NOTES:

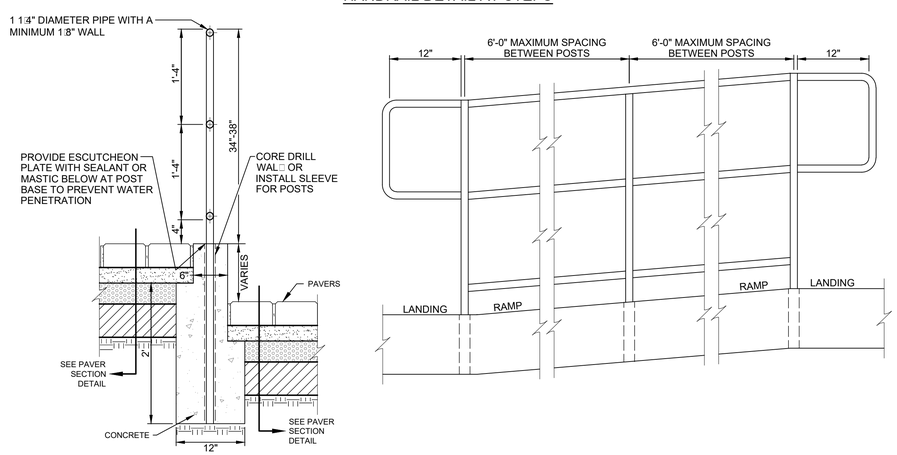
1. HANDRAIL SHALL BE PAINTED. PAINT SPECIFICATIONS PER OWNER.
2. CLEAR WIDTH: THE CLEAR WIDTH BETWEEN HANDRAILS SHALL BE 36 INCHES MINIMUM PER ADA RE□UIREMENTS :405.5□

STAND ALONE HANDRAIL DETAIL

NOTE: WALL MOUNTED HANDRAIL SHALL BE USED NEXT TO BUILDING

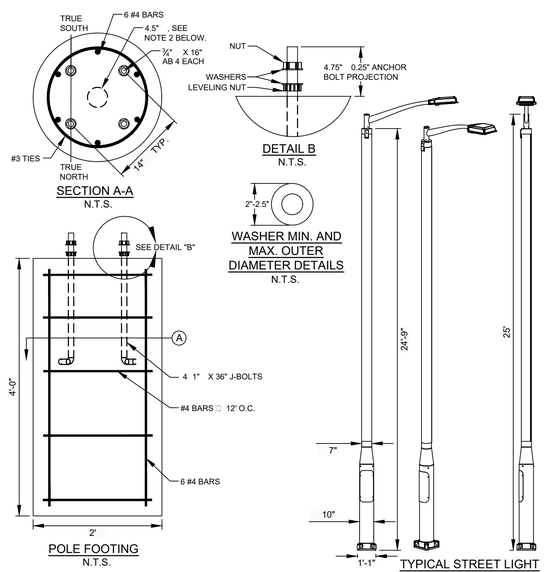
WALL MOUNTED HANDRAIL DETAIL

HANDRAIL DETAIL AT STEPS



HANDRAIL DETAIL AT RAMP

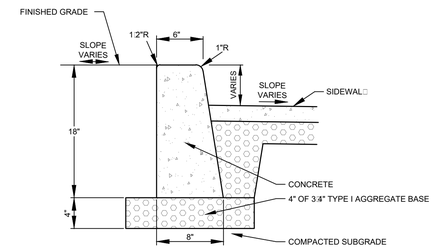
4 / C0.2 TYPICAL HANDRAIL DETAILS
N.T.S.



NOTES:

1. STREET LIGHT IS SOLARONE RFS DESIGN 158 LFP OR APPROVED E□UAL.
2. ANY CONDUITS AND OR GROUNDING WIRES MUST BE HARDWIRED AND CONTAINED WITHIN A 4.5" CIRCLE CENTERED ON THE FOUNDATION. GROUNDING ELECTRODE WIRE AND AC SUPPLY WIRE □IF RE□UIRED□ARE 5' MIN. ABOVE THE BASE.
3. ANCHOR BOLT ORIENTATION TO TRUE NORTH:SOUTH IS ONLY RELEVANT FOR OFF-GRID SOLAR POLES. DISREGARD FOR GRID-TIED POLES.
4. GROUNDING WIRE MUST BE 60" FROM BASE SO IT CAN REACH THE GROUNDING LUG INSIDE THE POLE.
5. STREET LIGHT SHALL BE 25' IN HEIGHT OR AS APPROVED BY CITY OF □ETCHUM.

5 / C0.2 TYPICAL STREET LIGHT
N.T.S.



NOTES:

1. SUBBASE CAN BE 2" TYPE II OR ¾" TYPE I CRUSHED AGGREGATE BASE COURSE.
2. MATERIALS SHALL CONFORM WITH CURRENT ISPWC STANDARDS, DIVISION 800 AGGREGATES AND ASPHALT.
3. PAVEMENT SECTION MAY BE MODIFIED IF A PROJECT SPECIFIC GEOTECHNICAL REPORT, STAMPED BY A LICENSED ENGINEER, IS PROVIDED.
4. 1:2-INCH PREFORMED EXPANSION JOINT MATERIAL :AASHTO M 213□AT TERMINAL POINTS OF RADII.
5. CONTINUOUS PLACEMENT PREFERRED, SCORE INTERVALS 10-FEET MAXIMUM SPACING :8-FEET W:SIDEWAL□□

6 / C0.2 CONCRETE VERTICAL CURB
N.T.S.

opal
OPAL ENGINEERING, PLLC
POST OFFICE BOX 2703
WWW.OPALENGINEERING.COM

REVISION NO.	DATE	DESCRIPTION
		PURPOSE: ISSUE FOR DESIGN REVIEW 01/26/2023□

PROFESSIONAL ENGINEER LICENSED 17618 01/26/2023 STATE OF IDAHO SAMANTHA STAHLNECKER

PRELIMINARY NOT FOR CONSTRUCTION

DETAIL SHEET

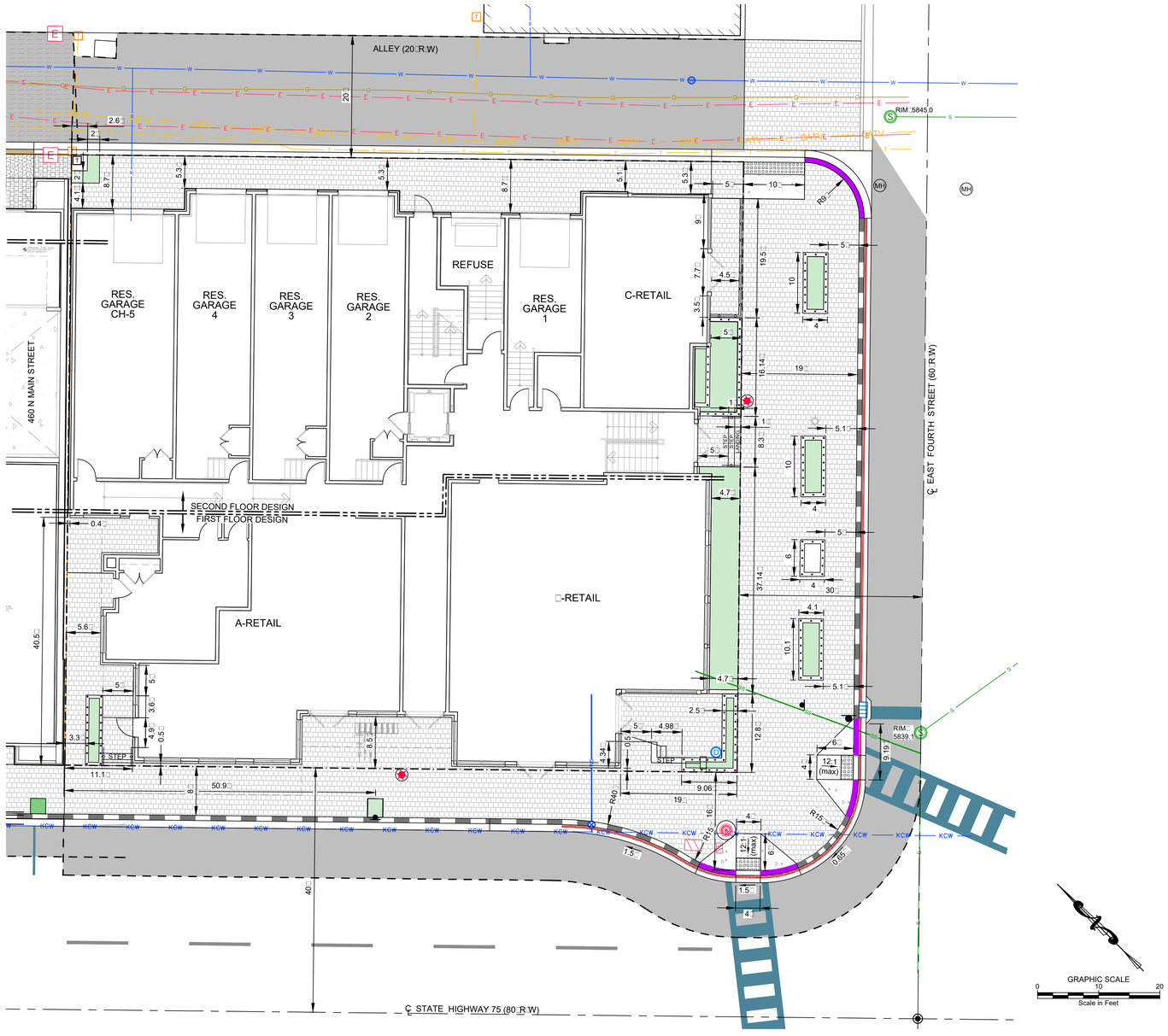
4TH AND MAIN STREET MIXED USE DEVELOPMENT

PREPARED FOR SOLSTICE DEVELOPMENT

22025
PROJECT NUMBER

C0.2

USE OF DRAWINGS. These dra□ings, or an□□ortion thereof, sha□not be □sed on an□ Project or e□tensions of this Project e□cept □y □greement in □riting □th O□a□Engineering, PLLC.



opal
OPAL ENGINEERING, PLLC
POST FALLS, IDAHO 83853
WWW.OPALENGINEERING.COM

PURPOSE: ISSUE FOR DESIGN REVIEW (01.26.2023)

REVISION NO.	DATE	DESCRIPTION

PROFESSIONAL ENGINEER LICENSED 17618 01/26/2023 STATE OF IDAHO SAMANTHA STAHLNECKER

PRELIMINARY NOT FOR CONSTRUCTION

SITE GEOMETRY PLAN

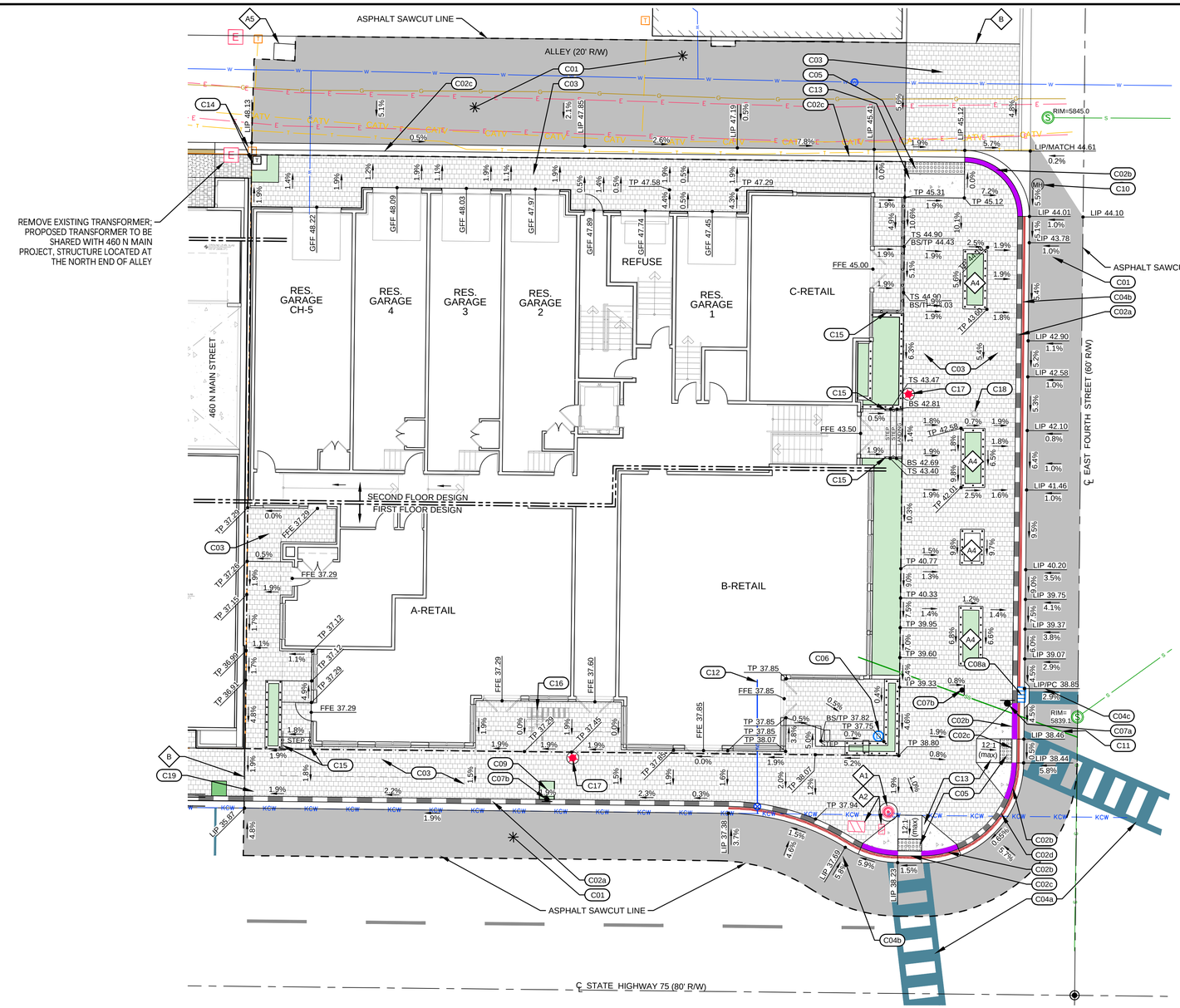
4TH AND MAIN STREET MIXED USE DEVELOPMENT

PREPARED FOR SOLSTICE DEVELOPMENT

22025
PROJECT NUMBER

C0.9

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



CONSTRUCTION KEY NOTES

- C01 CONSTRUCT ASPHALT ROADWAY / ASPHALT REPAIR. SEE DETAIL 1 / C0.1.
- C02 CONSTRUCT CONCRETE CURB AND GUTTER
  - a. 6" ROLLED C&G PER DETAIL 3 / C0.1.
  - b. CURB TRANSITION PER DETAIL 4 / C0.1.
  - c. ZERO REVEAL CURB AND GUTTER PER DETAIL 4 / C0.1.
  - d. 3" ROLLED C&G PER ISPWC SD-702.
- C03 CONSTRUCT HEATED PAVER SIDEWALK. WIDTH AS SHOWN HEREON. SEE DETAIL 2 / C0.1.
- C04 INSTALL ROAD STRIPING / PAINT
  - a. WHITE CROSSWALK STRIPING. MATCH CITY PATTERNS.
  - b. RED "NO PARKING" STRIPING ON CURB. MATCH CITY PATTERNS.
  - c. WHITE STOP BAR STRIPING (24" WIDE).
- C05 INSTALL CITY OF KETCHUM APPROVED CAST IRON TRUNCATED DOME DETECTABLE WARNING INSERT. SEE DETAIL 5 / C0.1.
- C06 CONSTRUCT DRYWELL. CONNECT TO ROOF AND FOUNDATION DRAIN SYSTEMS. SEE DETAIL 1 / C0.2 RIM = 5837.70
- C07 SIGNS:
  - a. INSTALL STOP / STREET SIGN. USE PREVIOUSLY REMOVED SIGN. COORDINATE FINAL LOCATION WITH CITY OF KETCHUM. SEE DETAIL 6 / C0.1 FOR SIGN BASE DETAIL.
  - b. INSTALL REGULATORY SIGN. COORDINATE TYPE AND FINAL LOCATION WITH CITY OF KETCHUM. SEE DETAIL 6 / C0.1 FOR SIGN BASE DETAIL.
- C08 RESET UTILITY BOX LID/GRATE ELEVATION.
  - a. CATCH BASIN GRATE ORIGINAL RIM = 5838.62 NEW RIM = 5838.61
- C09 INSTALL STREET TREE. SEE DETAIL 3 / C0.2.
- C10 DISCONNECT EXISTING PAVER HYDRONIC HEATING SYSTEM. CAP EXISTING TUBES FOR FUTURE CITY USE. COORDINATE WORK WITH CITY.
- C11 INSTALL 6" PVC SEWER SERVICE.
- C12 INSTALL 6" PVC WATER SERVICE.
- C13 CONSTRUCT CONCRETE SIDEWALK. WIDTH AS SHOWN HEREON. SEE DETAIL 2 / C0.2.
- C14 RELOCATE UTILITIES. CONTRACTOR TO COORDINATE RELOCATION WITH UTILITY COMPANY. INSTALL SCREENING PER LANDSCAPE PLAN.
- C15 INSTALL ADA COMPLIANT HAND RAIL PAINTED PER ARCHITECTS SPECIFICATIONS. SEE DETAIL 4 / C0.2.
- C16 INSTALL A SIX (6) SPACE BIKE RACK. SEE LANDSCAPE PLANS FOR DETAILS.
- C17 INSTALL KETCHUM STANDARD STREET LIGHT: SOLAR (OFF-GRID). SEE DETAIL 5 / C0.2.
- C18 REMOVE EXISTING STREET LIGHT.
- C19 REMOVE EXISTING STREET TREE.
- A RETAIN AND PROTECT
  1. PEDESTRIAN CROSSING SIGNAL.
  2. TRAFFIC CONTROL BOX.
  3. TREE.
  4. LANDSCAPE WALL / LANDSCAPING / ART PEDESTAL.
  5. POWER METER BANK
- B MATCH EXISTING LINES AND GRADES

NOTES

1. ALL SIDEWALK, CURB, AND GUTTER WITHIN RIGHT-OF-WAY ADJACENT PROPERTY TO BE HEATED.
2. SURFACING MATERIAL FOR THE NEW SIDEWALKS ALONG THE PROPERTY WILL BE TITAN CONCRETE MIX AND BELGRADE CATALINA GRANA IN THE VICTORIAN COLOR WILL BE USED AS THE SURFACING MATERIAL FOR PAVER SIDEWALKS ALONG 4TH STREET.
3. AN ILLUMINATION STUDY AND FINAL PLACEMENT OF THE STREETLIGHTS MUST BE SUBMITTED TO THE CITY FOR FINAL REVIEW AND APPROVAL PRIOR TO INSTALLATION.

LEGEND

EXISTING ITEMS

- Property Line
- Adjoiner's Lot Line
- Centerline
- Edge of Pavement
- 5' Contour Interval
- 1' Contour Interval
- Cable TV Line
- Buried Power Line
- Gas Line
- Telephone Line
- Sewer Line
- Spring Water Line
- Ketchum City Water
- Street Light
- Water Manhole
- Telephone Riser
- Electrical Box
- Cable TV Riser
- Found Monument Well
- Found 5/8" Rebar
- Concrete Block Wall
- Sign
- Sewer Manhole
- Retaining/Landscape Wall

BS = Bottom of Steps
FG = Finished Grade
LIP = Lip of Gutter
TBC = Top Back of Curb
TC = Top of Concrete
TP = Top of Pavers
TS = Top of Steps

PROPOSED ITEMS

- Asphalt
- Paver Sidewalk
- 6" Rolled Curb & Gutter
- Zero Reveal Curb & Gutter
- Curb Transition (Rolled to Zero Reveal)
- No Parking Zone
- Curb Transition (Rolled to Vertical)
- ADA Access Truncated Dome
- Sign
- Drywell
- Sawcut Line
- Road Paint
- Grade (2.0%)
- Spot Elevation (LIP 50.00)
- Concrete
- Landscape Areas
- Telephone Riser
- Zero Reveal Curb & Gutter

GRAPHIC SCALE
0 10 20
Scale in Feet

opal
OPAL ENGINEERING, PLLC
P.O. BOX 2353, KETCHUM, ID 83340
WWW.OPALENGINEERING.COM

PURPOSE: ISSUE FOR DESIGN REVIEW (01/26/2023)

REVISION NO.	DATE	DESCRIPTION

PROFESSIONAL ENGINEER LICENSED 17618 01/26/2023 STATE OF IDAHO SAMANTHA STAHLNECKER

PRELIMINARY NOT FOR CONSTRUCTION

SITE LAYOUT, GRADING, AND DRAINAGE PLAN

4TH AND MAIN STREET MIXED USE DEVELOPMENT

PREPARED FOR SOLSTICE DEVELOPMENT

PROJECT NUMBER 22025

C1.0

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

A PRELIMINARY PLAT SHOWING

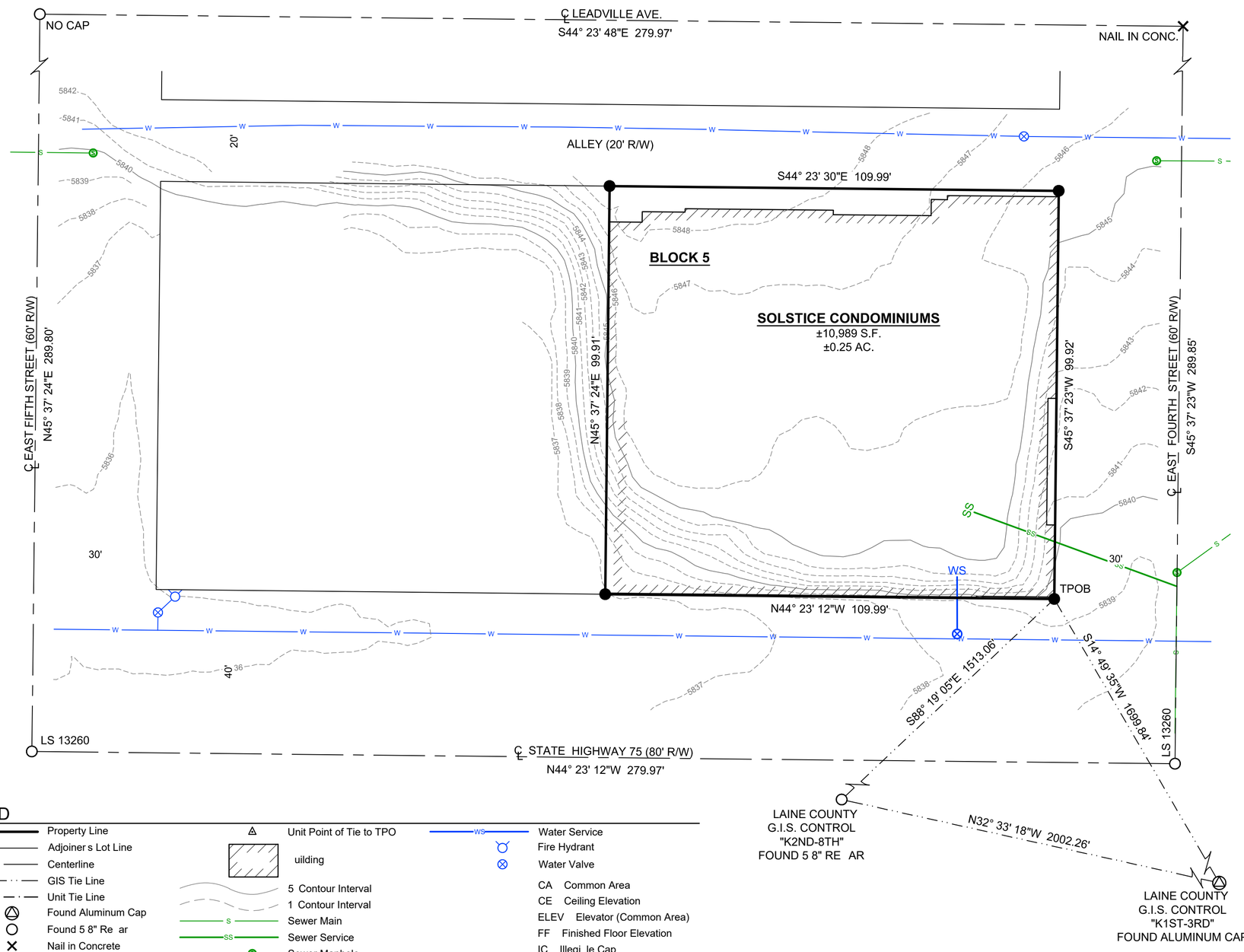
SOLSTICE CONDOMINIUMS

LOCATED WITHIN SECTION 18, T.4N., R.18E., B.M., CITY OF KETCHUM, BLAINE COUNTY, IDAHO
WHEREIN THE BUILDING ON LOT 1A, BLOCK 5, CITY OF KETCHUM IS CONDOMINIUMIZED

SEPTEMBER 2022

SCALE: 1" = 20'

20 10 0 20 40 60
SCALE IN FEET



SURVEY NARRATIVE & NOTES

1. The purpose of this survey is to show the monuments found and set during the oundary retracement of Lot 1A, lock 5, Ketchum Townsite, and to condominiumi e said property as shown hereon. The oundary shown is ased on found monuments and the plat of Lot 1A, lock 5, Ketchum Townsite, Instrument Num er , records of laine County, Idaho. All found monuments have een accepted. Lot corner monuments were set y lock reakdown and proportioning record distances. Vertical Datum is NAVD 1988.
2. In interpreting the Declaration, Plat or Plats, and Deeds, the existing physical oundaries of the unit as originally constructed, or reconstructed in lieu thereof, shall e conclusively presumed to e its oundaries rather than the metes and ounds expressed or depicted in the declaration, plat or plats, and or deeds, regardless of settling or lateral movement of the uilding and regardless of minor variances etween oundaries shown in the declaration, plat or plats, and or deeds, and the actual oundaries of the units in the uildings.
3. Dimensions shown hereon will e su ject to slight variations, owing to normal construction tolerances.
4. Hori ontal or sloping planes shown hereon are top of finished su floor and ottom of finished ceiling: vertical planes are finished surfaces of interior walls. Some structural mem ers extend into units, limited common areas and parking spaces.
5. Property shown hereon is su ject to terms, provisions, covenants, conditions, restrictions, easements, charges, assessments and liens provided y applica le Condominium Law or the Condominium Declaration recorded under Instrument Num er , records of laine County, Idaho. Consult the Condominium Declarations for the definition of common and limited common area.
6. Community Housing Unit Deed Covenant for Solstice Condominiums is recorded under Instrument Num er , records of laine County, Idaho.
7. All area outside of units that is not designated as limited common is common area. Areas of "common" or "limited common" are shown y diagram.
8. uilding ties are to the interior corners of unit walls.
9. Utility easements necessary to allow for access and maintenance of utilities serving units other than the unit they are located in are here y granted y this plat.
10. The current oning is Retail Core Su district of the Community Core (CC-1 one). Refer to the City of Ketchum oning Ordinance for specific information a out this one.
11. The owner of Lots 1 2 is 400 N Main, LLC, PO ox 1390, Southampton, NY 11969 and the owner of Lots 3 4 is Formula Investment, LLC, P.O. ox 775, Ketchum, ID 83340. The surveyor representation is Mark E. Phillips, Galena Engineering, Inc., 317 N. River St., Hailey, Idaho 83333.

VICINITY MAP
N.T.S.

LEGEND

- Property Line
- Adjoiner s Lot Line
- Centerline
- GIS Tie Line
- Unit Tie Line
- Found Aluminum Cap
- Found 5 8" Re ar
- Nail in Concrete
- Set 5 8" Re ar
- Unit Point of Tie to TPO
- uilding
- 5 Contour Interval
- 1 Contour Interval
- Sewer Main
- Sewer Service
- Sewer Manhole
- Water Main
- Water Service
- Fire Hydrant
- Water Valve

CA Common Area
CE Ceiling Elevation
ELEV Elevator (Common Area)
FF Finished Floor Elevation
IC Illegi le Cap
LC Limited Common Area
MECH Mechanical Room (Common Area)
NC No Cap
TPO True Point of eginning

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 District Health Dept., EHS

PRELIMINARY

PROFESSIONAL LAND SURVEYOR LICENSED 16670 STATE OF IDAHO MARK E. PHILLIPS

MARK E. PHILLIPS, P.L.S. 16670

SOLSTICE CONDOMINIUMS

GALENA ENGINEERING, INC.
HAILEY, IDAHO

1 OF 3
Jo No. 7821

A PRELIMINARY PLAT SHOWING

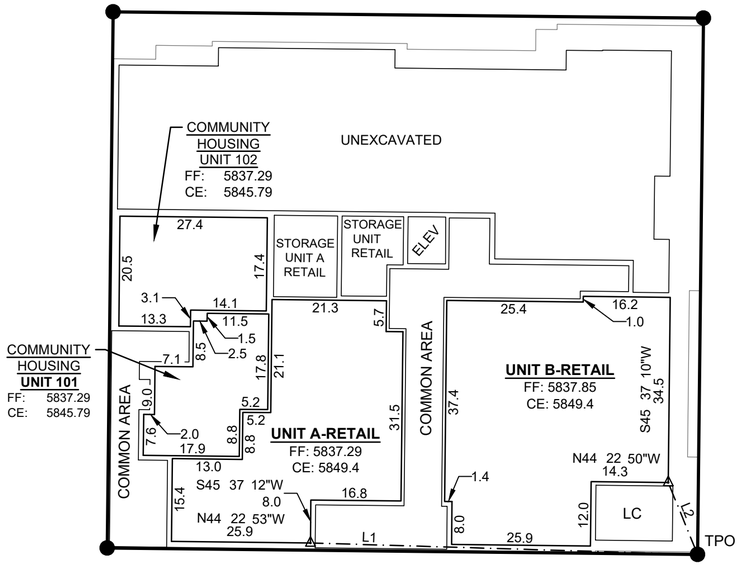
SOLSTICE CONDOMINIUMS

SEPTEMBER 2022

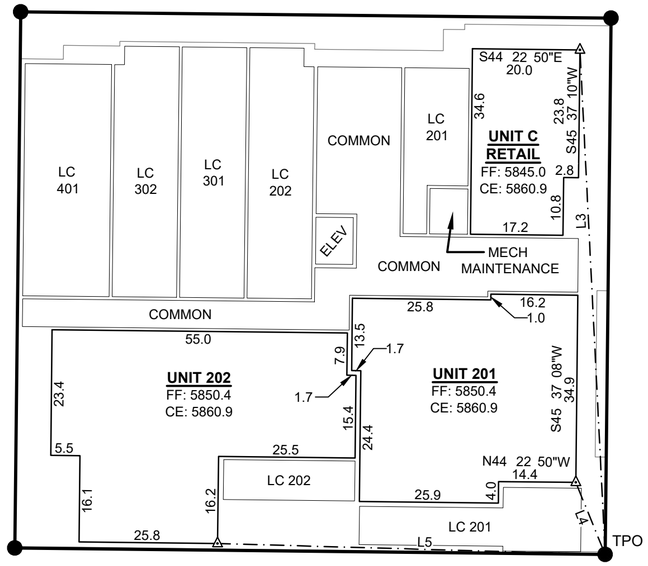
20 10 0 20 40 60

SCALE IN FEET

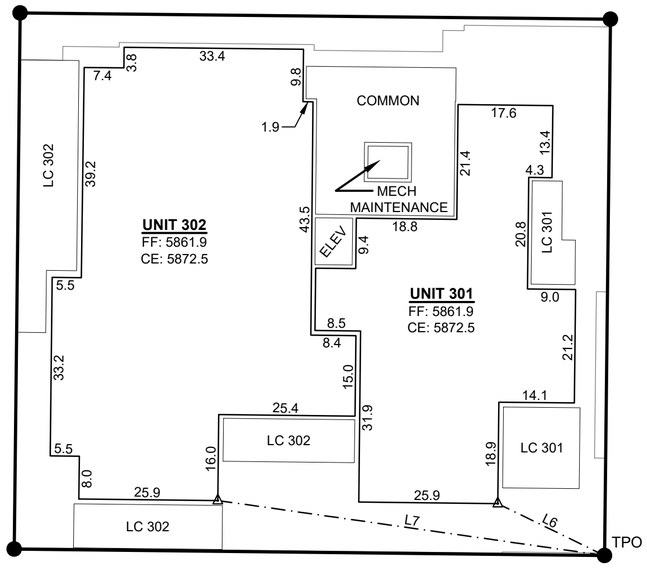
Unit Tie to TPO			
Line #	Unit	Length	Direction
L1	A-RETAIL	72.2	N43 18 18"W
L2	-RETAIL	14.5	N22 45 42"E
L3	C-RETAIL	94.1	N42 07 33"E
L4	201	14.5	N22 46 18"E
L5	202	72.2	N43 23 18"W
L6	301	22.1	N19 05 05"W
L7	302	72.8	N36 54 42"W
L8	401	47.3	N23 57 39"E



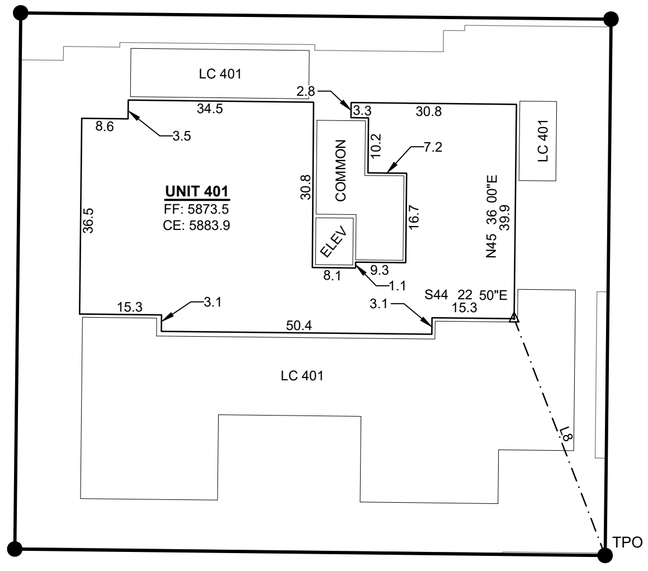
UNITS A–RETAIL AND B–RETAIL (1ST FLOOR)



UNITS 201, 202, & C–RETAIL (2ND FLOOR)



UNITS 301 & 302 (3RD FLOOR)



UNIT 401 (4TH FLOOR)

SCALE: 1" = 20'

PRELIMINARY

PROFESSIONAL LAND SURVEYOR LICENSED 16670 STATE OF IDAHO MARK E. PHILLIPS

MARK E. PHILLIPS, P.L.S. 16670

SOLSTICE CONDOMINIUMS

GALENA ENGINEERING, INC.
HAILEY, IDAHO

2 OF 3
Jo No. 7821

NOTE: See Sheet 1 for Legend and Notes.

CERTIFICATE OF OWNERSHIP

This is to certify that the undersigned are the owners in fee simple of the following described condominium property:

A parcel of land located within Section 18, T.4N., R.18E., B.M., City of Ketchum, Blaine County, Idaho, more particularly described as follows:

Lots 1 – 4, Block 5, Ketchum Townsite

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. I do hereby certify that all units within this condominium 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 units shown within this plat.

It is the intent of the owners to hereby include said condominium property in this plat.

400 N Main, LLC, An ¿¿ Idaho ?? Limited Liability Company

_____

BY: _____ _____, Member

ACKNOWLEDGMENT

STATE OF _____ }
COUNTY OF _____ } ss

On this _____ day of _____, 2020, before me, a Notary Public in and for said State, personally appeared _____ _____, known or identified to me to be a member 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 _____

SURVEYOR'S CERTIFICATE

I, Mark E. Phillips, a duly Licensed Professional Land Surveyor in the State of Idaho, do hereby certify that this plat is a true and accurate map of the land and points surveyed under my direct supervision and that it is in accordance with the Idaho State Code relating to Plats, Surveys, and Condominiums and the Corner Perpetuation and Filing Act, 55–1601 through 55–1612.

Mark E. Phillips, P.L.S. 16670

PROFESSIONAL LAND SURVEYOR LICENSED 16670 STATE OF IDAHO MARK E. PHILLIPS

BLAINE COUNTY SURVEYOR'S APPROVAL

I, Sam Young County Surveyor for Blaine County, Idaho, do hereby certify that I 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 to Plats and Surveys

_____ _____
Sam Young, P.L.S. 11577 Date
Blaine County Surveyor

KETCHUM CITY ENGINEER'S APPROVAL

The foregoing plat was approved by _____, City Engineer for the City of Ketchum on this _____ day of _____, 2020.

_____
City Engineer

KETCHUM CITY COUNCIL'S APPROVAL

I, _____, Planner in and for the City of Ketchum, do hereby certify that the foregoing plat was duly accepted and approved according to the Ketchum Subdivision–Ordinance.

By: _____ _____
Date

Certified by City Clerk Robin Crotty

By: _____ _____
Date

BLAINE 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 subdivision have been paid in full. This certification is valid for the next thirty (30) days only.

_____ _____
Blaine County Treasurer Date

BLAINE COUNTY RECORDER'S CERTIFICATE

SOLSTICE CONDOMINIUMS

GALENA ENGINEERING, INC.
HAILEY, IDAHO

3 OF 3
Jo No. 7821

ELECTRICAL DEVICE SYMBOL SCHEDULE

SYMBOL	DESCRIPTION
SWITCHES	
$	SINGLE POLE SWITCH
$2	TWO POLE SWITCH
$3	THREE WAY SWITCH
$4	FOUR WAY SWITCH
$D	DIMMER SWITCH (PROVIDE DIMMER COMPATIBLE WITH LIGHT(S) BEING CONTROLLED)
$3D	DIMMER THREE WAY SWITCH (PROVIDE DIMMER COMPATIBLE WITH LIGHT(S) BEING CONTROLLED)
$M	MASTER OVERRIDE SWITCH
$TM	ELECTRIC TIMER SWITCH
$P	SWITCH WITH RED PILOT LIGHT IN HANDLE
$MS	MANUAL MOTOR STARTER WITH HEATER ELEMENTS
$K	SWITCH WITH KEYED LOCK OPERATION
$J	SWITCH WITH JANITORIAL KEY LOCK OPERATION
$OS	WALL MOUNTED OCCUPANCY SENSOR SWITCH (DUAL TECHNOLOGY)
$VS	WALL MOUNTED VACANCY SENSOR SWITCH (DUAL TECHNOLOGY)
OS	CEILING MOUNTED OCCUPANCY SENSOR (DUAL TECHNOLOGY)
VS	CEILING MOUNTED VACANCY SENSOR (DUAL TECHNOLOGY)
DL	DAYLIGHT SENSOR (CLOSED LOOP)
PP	POWER PACK FOR OCCUPANCY / VACANCY / DAYLIGHT SENSOR (MOUNTED IN ACCESSIBLE CEILING)
PRC	PROGRAMMABLE LIGHTING ROOM CONTROLLER (MOUNTED IN ACCESSIBLE CEILING)
PC	PHOTOCELL SENSOR
POWER RECEPTACLES & DEVICES	
	SINGLE RECEPTACLE
	DUPLEX RECEPTACLE
C	RECEPTACLE MOUNTED ABOVE COUNTER (COORDINATE WITH ARCHITECTURAL DRAWINGS)
	HALF SWITCH RECEPTACLE (LABEL ON FACE PLATE FOR EACH OUTLET)
	DOUBLE DUPLEX RECEPTACLE
EWC	ELECTRIC WATER COOLER GFCI RECEPTACLE (COORDINATE WITH PLUMBING CONTRACTOR)
GFCI	GROUND FAULT CURRENT INTERRUPTER DUPLEX RECEPTACLE.
WP GFCI	GROUND FAULT CURRENT INTERRUPTER DUPLEX RECEPTACLE IN WEATHER PROOF ENCLOSURE
IG	ISOLATED GROUND DUPLEX RECEPTACLE
	SPECIAL PURPOSE OUTLET (TYPE SPECIFIED IN CD)
	SPECIAL PURPOSE OUTLET (TYPE SPECIFIED IN CD)
	POWER RECEPTACLE LOCATED IN FLOOR (TYPE SPECIFIED IN CD)
	POWER RECEPTACLE LOCATED IN CEILING
	WALL FURNITURE CONNECTION (USE SEALTIGHT FROM WALL TO FURNITURE)
	FLOOR FURNITURE CONNECTION (USE SEALTIGHT TO FURNITURE, TYPE SPECIFIED IN CD)
	CEILING FURNITURE CONNECTION (POLE PROVIDED BY FURNITURE VENDOR UNO)
TELECOMMUNICATION DEVICES	
	VOICE OUTLET (# INDICATES THE NUMBER OF CAT6 CABLES, MINIMUM OF 1)
	DATA OUTLET (# INDICATES THE NUMBER OF CAT6 CABLES, MINIMUM OF 1)
	VOICE & DATA OUTLET (#/# INDICATES THE NUMBER OF CAT6 CABLES FOR EACH, MINIMUM OF 1/1)
	COAX OUTLET (# INDICATES THE NUMBER OF RG6 CABLES, MINIMUM OF 1)
	SPECIAL OUTLET (TYPE SPECIFIED IN CONSTRUCTION DOCUMENTS)
	TELECOMMUNICATION OUTLET LOCATED IN FLOOR (TYPE SPECIFIED IN CD)
	TELECOMMUNICATION OUTLET LOCATED IN CEILING
	WALL FURNITURE CONNECTION (USE SEALTIGHT FROM WALL TO FURNITURE)
	FLOOR FURNITURE CONNECTION (USE SEALTIGHT TO FURNITURE, TYPE SPECIFIED IN CD)
	CEILING FURNITURE CONNECTION (POLE PROVIDED BY FURNITURE VENDOR UNO)

ELECTRICAL FIRE ALARM SYMBOL SCHEDULE

SYMBOL	DESCRIPTION
PANELS	
FACP	FIRE ALARM CONTROL PANEL
FARD	FIRE ALARM REMOTE DISPLAY
FART	FIRE ALARM REMOTE TERMINAL
FAAC	FIRE ALARM NOTIFICATION POWER SUPPLY
FAMP	FIRE ALARM AMPLIFIER POWER SUPPLY
ADDRESSABLE MODULES	
F	FIRE ALARM MANUAL PULL STATION
FM	FIRE ALARM MONITOR MODULE
FRM	FIRE ALARM RELAY MODULE
FCPM	FIRE ALARM CONTROL POINT MODULE
FZM	FIRE ALARM CONVENTIONAL ZONE MODULE
FIM	FIRE ALARM LINE ISOLATION MODULE
	FIRE ALARM SMOKE DETECTOR
	FIRE ALARM HEAT DETECTOR
	FIRE ALARM DUCT DETECTOR
NOTIFICATION DEVICES	
B	FIRE ALARM BELL
	FIRE ALARM HORN
	FIRE ALARM STROBE
	FIRE ALARM HORN STROBE
FIRE SPRINKLER DEVICES (F.&I.B.O.)	
FS	FIRE SPRINKLER FLOW SWITCH
TS	FIRE SPRINKLER TAMPER SWITCH
PS	FIRE SPRINKLER PRESSURE SWITCH

ELECTRICAL ANNOTATION SYMBOL SCHEDULE

SYMBOL	DESCRIPTION
RACEWAY AND CONDUCTORS	
	ONE CIRCUIT, 2#12 THWN (CU), 1#12 THWN (CU) GND
	TWO CIRCUITS (SHARED NEUTRAL), 3#12 THWN (CU), 1#12 THWN (CU) GND
	THREE CIRCUITS (SHARED NEUTRAL), 4#12 THWN (CU), 1#12 THWN (CU) GND
#10	THREE CIRCUITS (SHARED NEUTRAL), 4#10 THWN (CU), 1#10 THWN (CU) GND
	ONE CIRCUIT, 2#12 THWN (CU), 1#12 THWN (CU) GROUND, 1#12 THWN (CU) ISO GND
	TWO CIRCUITS (DEDICATE NEUTRALS), 4#12 THWN (CU), 1#12 THWN (CU) GND
	THREE CIRCUITS (DEDICATE NEUTRALS), 6#12 THWN (CU), 1#12 THWN (CU) GND
J	ELECTRICAL JUNCTION BOX (SIZE PER NFPA 70)
	RACEWAY AND/OR CONDUCTORS CONCEALED BELOW FLOOR OR BELOW FINISHED GRADE
	FLEXIBLE CONDUIT, STEEL OR SEALTIGHT
ABBREVIATIONS	
F.B.O.	FURNISHED BY OTHERS
F.&I.B.O.	FURNISHED & INSTALLED BY OTHERS
F.V.M.H.	FIELD VERIFY MOUNTING HEIGHT
A/R	AS REQUIRED
N/A	NOT APPLICABLE OR NOT AVAILABLE
W	MOUNT 48" FROM THE FINISHED FLOOR TO THE CENTER OF DEVICE
C	MOUNT COUNTER HEIGHT (FIELD VERIFY MOUNTING HEIGHT)
CD	CONSTRUCTION DOCUMENT(S)
CU	COPPER
AL	ALUMINUM
WP	WEATHERPROOF
NL	NIGHTLIGHT
E	EMERGENCY
ISO	ISOLATED
GND	GROUND
UNO	UNLESS NOTED OTHERWISE
(D)	TO BE REMOVED OR DEMOLISHED
(E)	TO REMAIN OR EXISTING
(M)	TO BE MOVED OR RELOCATED
(N)	NEW
(V)	TO BE PROVIDE BY VENDOR
(O)	TO BE PROVIDE BY OWNER

ELECTRICAL LIGHTING SYMBOL SCHEDULE

SYMBOL	DESCRIPTION
LUMINAIRES (SEE LIGHT FIXTURE SCHEDULE FOR ADDITIONAL DETAILS)	
	LUMINAIRES (APPROXIMATE SHAPE AND SIZED FOR CLARITY)
	STRIP, NEON AND FIBER OPTIC LUMINAIRES
	EXIT SIGN (NUMBER OF FACES (SHADED) AND ARROW(S) AS SHOWN
	EMERGENCY LIGHT WITH BATTERY PACK
LUMINAIRE MOUNTING	
	RECESSED LUMINAIRES
	SUSPENDED LUMINAIRES
	WALL MOUNTED LUMINAIRES
	POLE TOP MOUNTED LUMINAIRES (ROUND OR SQUARE POLE)
X X X X	POLE WITH ARM MOUNTED LUMINAIRES (ROUND OR SQUARE POLE)
	GROUND OR FLOOR MOUNTED LUMINAIRES
	TRACK MOUNTED (LENGTH DRAWN TO SCALE, LUMINAIRE TYPES AND QUANTITIES AS SHOWN)
LUMINAIRE OPTIC ORIENTATION	
	HORIZONTAL ZERO LINE
	PRIMARY LUMINAIRE ORIENTATION
	DIRECTIONAL AIMING LINE (FROM PHOTOMETRIC CENTER TO TARGET)
LUMINAIRE ANNOTATION	
	LUMINAIRES THAT PROVIDE EMERGENCY ILLUMINATION
EM EM	LUMINAIRES THAT PROVIDE EMERGENCY ILLUMINATION
NL NL	LUMINAIRES THAT PROVIDE NIGHT LIGHT ILLUMINATION
+48"	MOUNTING HEIGHT
A	LUMINAIRE TAG (# INDICATES THE NUMBER OF LUMINAIRES IN THE AREA, ESTIMATE ONLY)
a b	LOWER CASE SUBSCRIPT INDICATES SWITCH IDENTIFICATION
1-1 1-1	UPPER CASE SUBSCRIPT INDICATES CIRCUIT IDENTIFICATION

ELECTRICAL MOTOR AND EQUIPMENT HOOK-UP SYMBOL SCHEDULE

SYMBOL	DESCRIPTION
MOTOR AND EQUIPMENT HOOK-UP	
	ELECTRIC MOTOR HOOK-UP (FURNISHED AND INSTALLED BY OTHERS UNLESS NOTED OTHERWISE)
	ELECTRIC EQUIPMENT HOOK-UP (JUNCTION BOX WITH FLEXIBLE CONDUIT, STEEL OR SEALTIGHT)
XXAF S J	DISCONNECT SWITCH (NON-FUSIBLE) (AF = FRAME SIZE)
XXX F J XXX	DISCONNECT SWITCH (FUSIBLE) (AF = FRAME SIZE, AT = TRIP SETTING)
XXAF CB J XXAT	DISCONNECT SWITCH (CIRCUIT BREAKER) (AF = FRAME SIZE, AT = TRIP SETTING)
STYLE SIZE	MAGNETIC STARTER (STYLE = FVNR, FVR, AFD, ETC)
XXAF XXAT STYLE SIZE J	COMBINATION STARTER
STYLE C SIZE	CONTACTOR = SELF-ENCLOSED

ELECTRICAL GENERAL NOTES

1. ALL WORK SHALL COMPLY WITH ALL LOCALLY ADOPTED BUILDING CODES AND REQUIREMENTS OF THE AUTHORITIES HAVING JURISDICTION.
2. THE CONTRACTOR SHALL REVIEW ALL CONTRACT DOCUMENTS, SHOP DRAWINGS, SUBMITTALS, ETC. PRIOR TO ROUGH-IN AND SHALL IMMEDIATELY NOTIFY THE OWNER, ARCHITECT AND ENGINEER OF ANY DISCREPANCIES.
3. THE CONTRACTOR SHALL BE EXPERIENCED IN THE TYPE OF CONSTRUCTION AND WITH THE MATERIALS AND SYSTEMS SPECIFIED.
4. THE CONTRACTOR SHALL BE FAMILIAR WITH THE EXISTING SITE CONDITIONS.
5. ALL ALTERNATES MUST BE APPROVED BY ENGINEER PRIOR TO BID DATE INCLUDING ANY EQUIPMENT THAT HAS BEEN NOTED WITH A "OR EQUIVALENT" STATEMENT. PROPOSED ALTERNATES MUST BE SUBMITTED TO ENGINEER AT LEAST ONE WEEK PRIOR TO BID DATE TO BE CONSIDERED.
6. THE CONTRACTOR SHALL COORDINATE ALL UTILITIES PRIOR TO ROUGH-IN AND SHALL IMMEDIATELY NOTIFY THE OWNER, ARCHITECT AND ENGINEER OF ANY DISCREPANCIES.
7. THE CONTRACTOR SHALL PROVIDE ALL UTILITY VAULTS & PADS AS REQUIRED BY THE UTILITY COMPANY UNLESS NOTED OTHERWISE.
8. ALL MV SWITCHGEAR, SECTIONALIZING CABINETS AND MV TO LV STEP DOWN TRANSFORMERS SHALL BE PROVIDED AND INSTALLED BY THE UTILITY COMPANY UNLESS NOTED OTHERWISE.
9. ALL MV CABLE SHALL BE PROVIDED AND INSTALLED BY THE UTILITY COMPANY UNLESS NOTED OTHERWISE.
10. THE CONTRACTOR SHALL VERIFY ALL EQUIPMENT DIMENSIONS AND LOCATIONS PRIOR TO ROUGH-IN AND SHALL IMMEDIATELY NOTIFY THE OWNER, ARCHITECT AND ENGINEER OF ANY DISCREPANCIES. THE CONTRACTOR SHALL SUBMIT SHOP DRAWINGS TO THE ENGINEER FOR APPROVAL FOR ALL ELECTRICAL, TELECOMMUNICATION AND OTHER ROOMS AS NOTED, SHOWING THE LAYOUT OF THE ELECTRICAL, TELECOMMUNICATION AND/OR SYSTEMS EQUIPMENT USING ACTUAL EQUIPMENT DIMENSIONS AND REQUIRED CLEARANCES FOR PROPER OPERATION AND MAINTENANCE OF THE EQUIPMENT.
11. THE CONTRACTOR SHALL USE COPPER CONDUCTORS UNLESS NOTED OTHERWISE.
12. THE CONTRACTOR SHALL USE A PVC SCHEDULE 40 CONDUIT RACEWAY SYSTEM WITH RIDGED STEEL ELBOWS FOR ALL UNDERGROUND RACEWAY. LARGE RADIUS ELBOWS WILL BE REQUIRED ON ALL CONDUITS 1" AND LARGER. LARGE RADIUS FIBERGLASS ELBOWS ARE ACCEPTABLE ON UTILITY UNDERGROUND CONDUITS WHERE APPROVED BY THE LOCAL UTILITY. THE CONTRACTOR SHALL USE A MINIMUM OF 1" CONDUIT FOR ALL UNDERGROUND RACEWAY EXTENDING BEYOND THE ENVELOP OF THE BUILDING UNLESS NOTED OTHERWISE.
13. THE CONTRACTOR SHALL USE A EMT CONDUIT RACEWAY SYSTEM IN ALL INTERIOR EXPOSED AREAS AND ON THE HOME RUNS IN CONCEALED AREAS. THE CONTRACTOR SHALL USE A MINIMUM SIZE OF 0.75" CONDUIT UNLESS NOTED OTHERWISE.
14. THE CONTRACTOR SHALL BE PERMITTED TO USE MC CABLE AFTER THE FIRST BOX IN CONCEALED AREAS. ALSO IN EXPOSED AREAS THE CONTRACTOR SHALL BE PERMITTED TO USE MC CABLE FOR LIGHT FIXTURE WHIPS WHERE THE MC CABLE DOES NOT EXCEED 6'-0", UNLESS NOTED OTHERWISE.
15. IN WAREHOUSE AREAS THE CONTRACTOR CAN USE MC CABLE ABOVE 15'-0" UNLESS NOTED OTHERWISE. RUNS MUST BE MADE SQUARE TO THE BUILDING AND INSTALLED IN A NEAT AND WORKMEN LIKE MANOR.
16. THE CONTRACTOR SHALL BE PERMITTED TO USE LIQUIDTIGHT FLEXIBLE METAL CONDUIT IN EXPOSED AREAS FOR FURNITURE OR MOTOR HOOK-UP WHERE THE LIQUIDTIGHT FLEXIBLE METAL CONDUIT DOES NOT EXCEED 6'-0" UNLESS NOTED OTHERWISE.
17. THE CONTRACTOR SHALL BE PERMITTED TO USE FLEXIBLE METAL CONDUIT IN EXPOSED AREAS FOR MOTOR AND TRANSFORMER HOOK-UP WHERE THE FLEXIBLE METAL CONDUIT DOES NOT NOT EXCEED 6'-0" UNLESS NOTED OTHERWISE.
18. THE CONTRACTOR SHALL SEAL ALL RACEWAY PENETRATIONS OF THE BUILDING EXTERIOR WITH AN APPROVED METHOD FOR THE TYPE OF MATERIAL BEING PENETRATED AND MAINTAIN THE FIRE RATING.
19. THE CONTRACTOR SHALL MAINTAIN ALL FLOOR, WALL AND CEILING FIRE RATINGS. BOXES, RACEWAY, DEVICES, LIGHT FIXTURES, ETC. THAT PENETRATE FIRE RATED FLOORS, WALLS AND CEILINGS SHALL BE SEALED WITH AN APPROVED LISTED MATERIAL TO MAINTAIN THE FIRE RATING OF THE FLOORS, WALLS AND CEILINGS.
20. THE CONTRACTOR SHALL USED THE FOLLOWING COLOR CODING SCHEME FOR ALL CONDUCTORS:

AC SYSTEM	PHASE A	PHASE B	PHASE C	NEUTRAL	GROUND**
480/277V, 3ø, 4W	BROWN	ORANGE	YELLOW	GRAY	GREEN
480V, 3ø, 3W	BROWN	ORANGE	YELLOW	N/A	GREEN
240V, 3ø, 3W	BLACK	RED	BLUE	N/A	GREEN
240/120V, 1ø, 3W	BLACK	RED	N/A	WHITE	GREEN
240/120V, 3ø, 4W	BLACK	ORANGE*	BLUE	WHITE	GREEN
208/120V, 3ø, 4W	BLACK	RED	BLUE	WHITE	GREEN

*PHASE B SHALL BE WIRED AS THE HIGH-LEG.
**ALL ISOLATED GROUND CONDUCTORS SHALL BE GREEN WITH A YELLOW STRIPE.

21. THE CONTRACTOR SHALL VERIFY ALL VOLTAGE DROP CALCULATIONS BASED ON THE ACTUAL ROUTE OF THE CONDUCTOR(S) AND IF NEEDED FURNISH AND INSTALL LARGER WIRE TO MEET THE FOLLOWING REQUIREMENTS. MAXIMUM VOLTAGE DROP ALLOWANCE ON FEEDERS IS 2%, MAXIMUM VOLTAGE DROP ON BRANCH CIRCUITS IS 3%. IF APPROVED BY THE ENGINEER A COMBINED VOLTAGE DROP OF 5% FOR THE FEEDER AND BRANCH CIRCUIT CAN BE USED.
22. THE CONTRACTOR SHALL PROVIDE SEISMIC BRACING FOR ALL ELECTRICAL EQUIPMENT, RACEWAYS, CABLE TRAYS, BUSSDUCTS, LIGHT FIXTURES, ETC. PER THE REQUIREMENTS OF THE BUILDING CODE. AT A MINIMUM, LIGHT FIXTURES SHALL BE SUPPORTED WITH AT LEAST TWO (2) #12 AWG STEEL WIRE FROM OPPOSITE CORNERS OF THE LIGHT FIXTURE AND ALL ELECTRICAL DISTRIBUTION EQUIPMENT MUST BE SECURED PER THE MANUFACTURES RECOMMENDATIONS.
23. THE CONTRACTOR SHALL LABEL ALL ELECTRICAL DISTRIBUTION EQUIPMENT INCLUDING BUT NOT LIMITED TO SWITCHGEAR, SWITCHBOARDS, PANELBOARDS, TRANSFORMERS, SAFETY SWITCHES, AUTOMATIC TRANSFER SWITCHES (ATS), MANUAL TRANSFER SWITCHES (MTS), UNINTERRUPTIBLE POWER SUPPLY (UPS), ETC. BY A MEANS THAT IS SUITABLE FOR THE ENVIRONMENT. HAND WRITTEN LABELS ARE NOT ACCEPTABLE.
24. THE CONTRACTOR SHALL LABEL ALL DEVICES INCLUDING BUT NOT LIMITED TO SWITCHES, OUTLETS, FLOOR BOXES, FURNITURE CONNECTIONS, ETC. WITH THE NAMES OF THE SUPPLYING CIRCUIT(S) ON THE FACE OF THE DEVICE BY A MEANS THAT IS SUITABLE FOR THE ENVIRONMENT. HAND WRITTEN LABELS ARE NOT ACCEPTABLE.
25. THE CONTRACTOR SHALL LABEL ALL JUNCTION BOXES WITH THE NAME OF THE CURCUIT(S) BY BY A MEANS THAT IS SUITABLE FOR THE ENVIRONMENT. IF HAND WRITTEN LABELS ARE USED ALL HAND WRITING MUST BE LEGIBLE OTHERWISE HAND WRITTEN LABELS ARE NOT ACCEPTABLE.
26. THE CONTRACTOR SHALL PROVIDE A CLEAN WORK AREA THROUGHOUT CONSTRUCTION, REMOVING ALL PACKAGING AND WASTE DUE TO THE INSTALLATION. THE CONTRACTOR SHALL ALSO CLEAN ALL ELECTRICAL EQUIPMENT (INTERNALLY AND EXTERNALLY), LIGHT FIXTURES, DEVICES, ETC. PRIOR TO SUBSTANTIAL COMPLETION.
27. THE CONTRACTOR SHALL PROVIDE TO THE ENGINEER COMPLETE RECORD OF ALL FIELD CHANGES NOT DOCUMENTED BY RFI, ADDENDUM, ETC. TO BE INCLUDED IN THE OWNERS RECORD DOCUMENTS.

DIGLINE, INC

1. THE CONTRACTOR SHALL CONTACT ALL INVOLVED PROPERTY OWNERS, UTILITIES AND OTHER CONTRACTORS INVOLVED WITH THE SITE BEFORE DIGGING AND SHALL OBEY STATE "CALL BEFORE YOU DIG" LAWS.
2. REGULAR NOTICE:
   THE EXCAVATOR MUST CALL DIGLINE AT LEAST TWO (2) BUSINESS DAYS AND NOT MORE THAN FOURTEEN (14) CALENDAR DAYS PRIOR TO DOING ANY EXCAVATION WORK. THE REQUEST IS VALID FOR FOURTEEN (14) CALENDAR DAYS.
3. UPDATE NOTICE:
   IF EXCAVATION ACTIVITY WILL CONTINUE BEYOND THE FOURTEEN (14) DAY PRIOR THE EXCAVATOR SHALL UPDATE THE REQUEST AT LEAST TWO (2) BUSINESS DAYS BUT NO SOONER THAN SIX (6) CALENDAR DAYS, BEFORE THE ORIGINAL REQUEST'S EXPIRATION DATE. THE EXCAVATOR SHALL CONTINUE TO GIVE NOTIVCE IN LIKE MANNER FOR EACH FOURTEEN (14) CALENDAR DAY PERIOD IN WHICH EXCAVATION ACTIVITIES CONTINUE.
4. IF ANY MEMBER UTILIES HAS FAILED TO NOTIFY OR LOCATE THEIR FACILITIES THE EXCAVATOR SHALL CONTACT DIGLINE AND FILE A SECOND NOTICE.

- ASK FOR STAKES OR FLAG MARKINGS IN LIEU OF PAINT.
- DO NOT DIG WITH IN TWO (2) FEET OF MARKINGS UNLESS THE UTILITY COMPANY IS PRESENT.
- DIGLINE CAN BE REACHED AT (800) 342-1585 (TOLL-FREE)
- ADDITIONAL INFORMATION CAN BE FOUND AT www.digline.com

MIXED USE DEVELOPMENT

4TH & MAIN ST.
KETCHUM, BLAINE COUNTY
IDAHO 83340

Prepared For: SOLSTICE DEVELOPMENT
4686 HIGHLAND DR. #224
MILLCREEK, UT 84117

P|H ARCHITECTS
38 Taunton Hill Road
Newtown, Connecticut 06470
203-426-6500 tel. 203-426-6503 fax
ph-archs.com

Site Plan

Project Team:

Architect and Planner:
P H Architects, LLC
38 Taunton Hill Road
Newtown, Connecticut 06470
(203) 426-6500 tel.
(203) 426-6503 fax
Civil Engineer:
Galena Engineering, Inc.
317 North River Street
Hailey, Idaho 83333
(208) 725-0988 tel.
(208) 725-0972 fax
Landscape Architect
Eggers Associates, Landscape Architecture
560 North Second Avenue
Ketchum, Idaho 83340
(208) 725-0988 tel.
(208) 725-0972 fax
Electrical Engineer:
Taft Engineering, LLC
8610 South Sandy Parkway, Suite #200
Sandy, Utah 84070
(801) 566-8012 tel.
www.tafteng.com

Seal

PROFESSIONAL ENGINEER LICENSED 14893 STATE OF IDAHO JOSEPH W. TAFT

Revisions

No.	Date	Issue
1	04-09-2022	PRE-APPLICATION COMMENTS
2	06-28-2022	SITE LIGHTING CHANGES
3	09-07-2022	PLANNER COMMENTS
4	10-25-2022	PLANNER COMMENTS
5	11-08-2022	PLANNER COMMENTS

ELECTRICAL
FIRST FLOOR
SITE PLAN

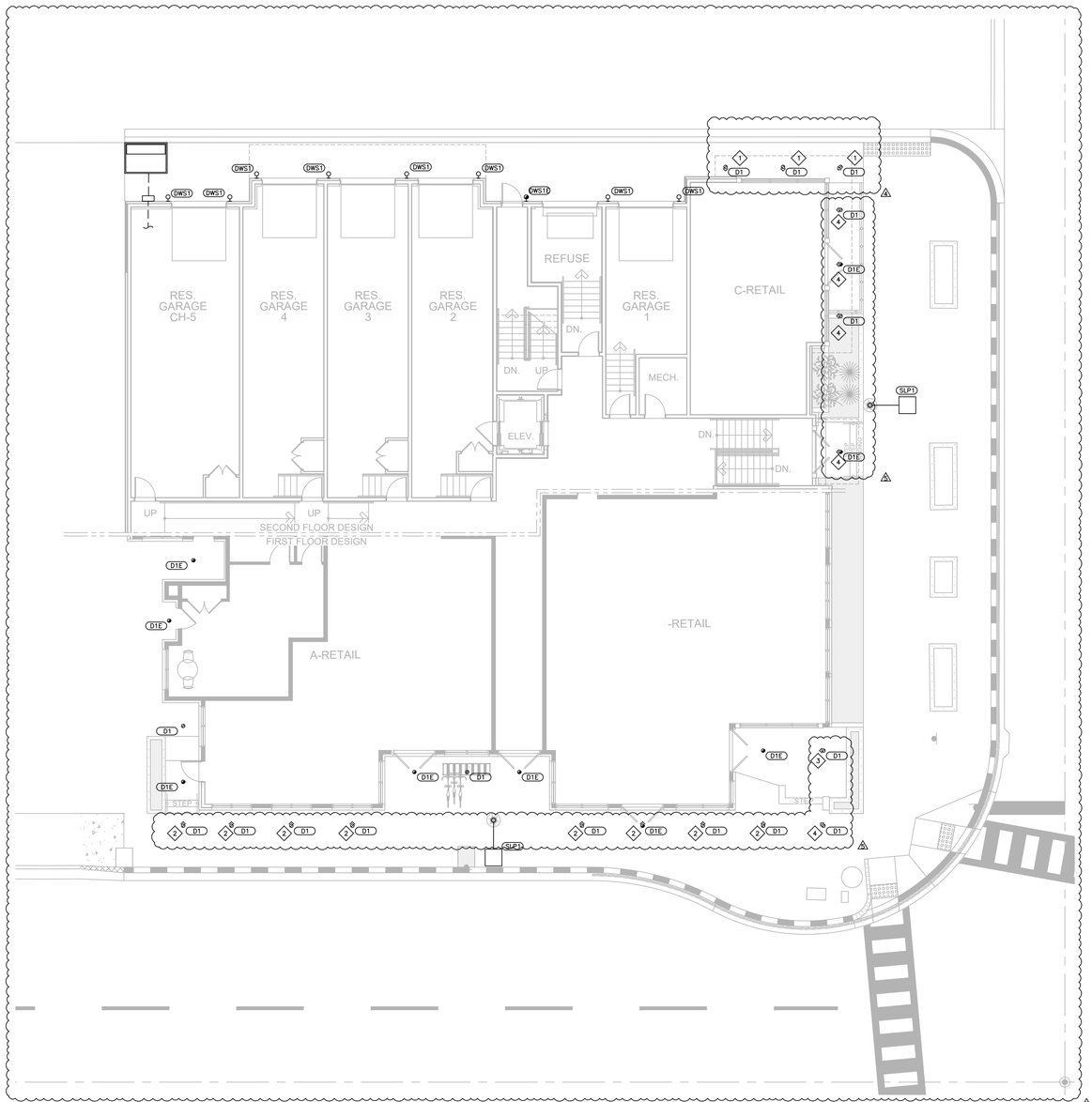
Date: 10-25-2022
Project No.: 01-0082-2021
Scale: SEE PLAN
CAD File Name:
Design: JWT
Checked: JWT
Sheet No.:

E101

© TAFT ENGINEERING, LLC

ELECTRICAL KEY NOTES:

1. AIM FIXTURE AT BUILDING NO LESS THAN 20°.
2. AIM FIXTURE AT BUILDING NO LESS THAN 25°.
3. AIM FIXTURE AT BUILDING NO LESS THAN 30°.
4. AIM FIXTURE AT BUILDING NO LESS THAN 45°.



1 ELECTRICAL FIRST FLOOR SITE PLAN

SCALE: 1" = 10'-0"

MIXED USE DEVELOPMENT

4TH & MAIN ST.
KETCHUM, BLAINE COUNTY
IDAHO 83340

Prepared For: SOLSTICE DEVELOPMENT
4686 HIGHLAND DR. #224
MILLCREEK, UT 84117

P|H ARCHITECTS

38 Taunton Hill Road
Newtown, Connecticut 06470
203-426-6500 tel. 203-426-6503 fax
ph-archs.com

Site Plan

Project Team:

Architect and Planner:
P H Architects, LLC
38 Taunton Hill Road
Newtown, Connecticut 06470
(203) 426-6500 tel.
(203) 426-6503 fax

Civil Engineer:
Galena Engineering, Inc.
317 North River Street
Hailey, Idaho 83333
(208) 725-0988 tel.
(208) 725-0972 fax

Landscape Architect
Eggers Associates, Landscape Architecture
560 North Second Avenue
Ketchum, Idaho 83340
(208) 725-0988 tel.
(208) 725-0972 fax

Electrical Engineer:
Taft Engineering, LLC
8610 South Sandy Parkway, Suite #200
Sandy, Utah 84070
(801) 566-8012 tel.
www.tafteng.com

Seal

PROFESSIONAL ENGINEER LICENSED 14893 STATE OF IDAHO JOSEPH W. TAFT

Revisions

No.	Date	Issue
1	04-09-2022	PRE-APPLICATION COMMENTS
2	06-28-2022	SITE LIGHTING CHANGES
3	09-07-2022	PLANNER COMMENTS
4	10-25-2022	PLANNER COMMENTS
5	11-08-2022	PLANNER COMMENTS

ELECTRICAL
FIRST FLOOR
SITE PLAN

Date: 10-25-2022
Project No.: 01-0082-2021
Scale: SEE PLAN
CAD File Name:
Design: JWT
Checked: JWT
Sheet No.:

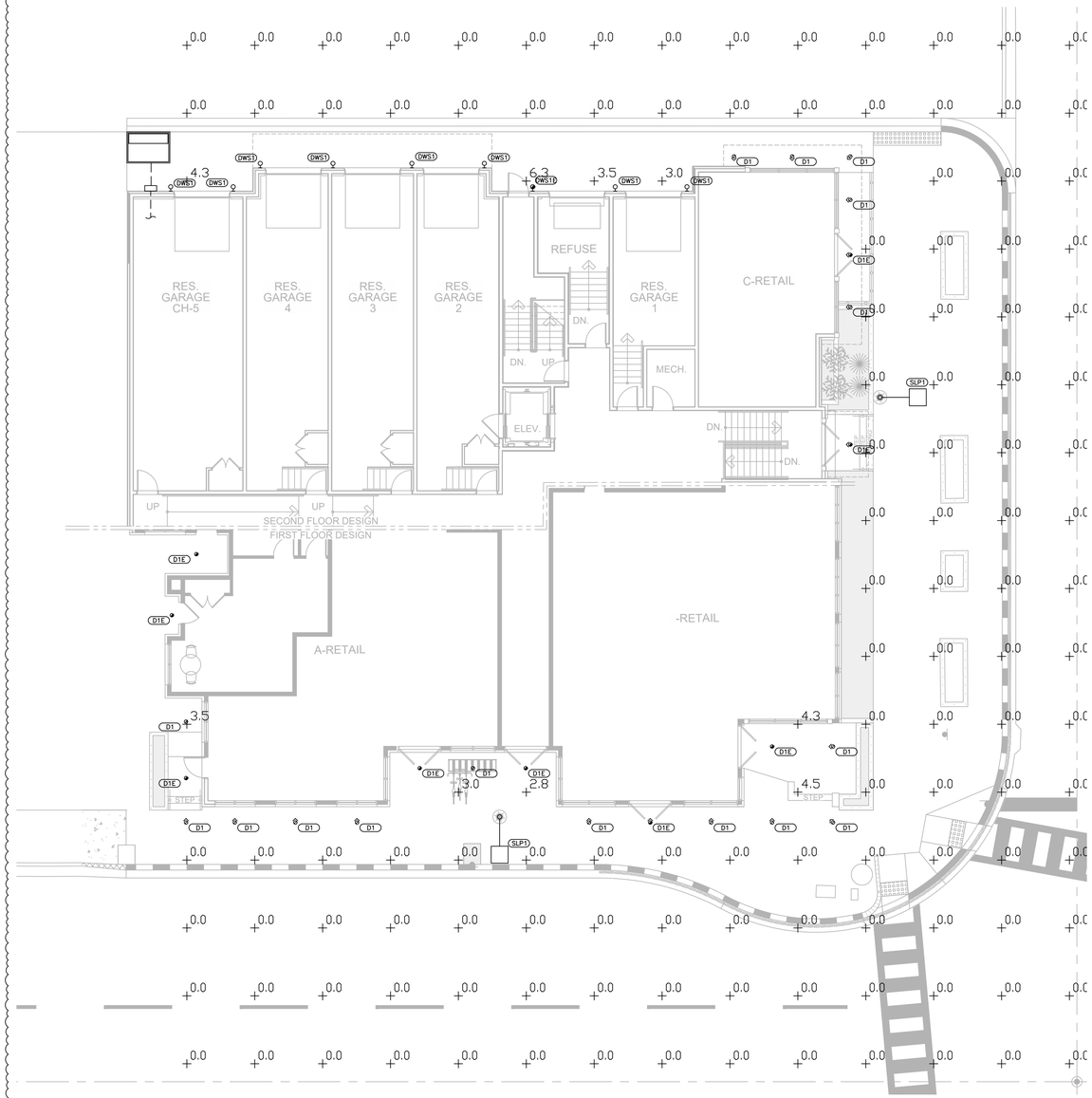
E101

© TAFT ENGINEERING, LLC

LIGHTING CALCULATION SUMMARY

SYMBOL	AREA DESCRIPTION	TYPE	SPACING	AVERAGE	MAXIMUM	MINIMUM	MAX:MIN	AVE:MIN
+	BUILDING	GRID	10X10	0.3	6.3	0.0	N/A	N/A
*	STREET LIGHTS	GRID	10X10	0.3	0.9	0.0	N/A	N/A

PROVIDED AS REFERENCE ONLY SEE MH COMPANIES STREET LIGHT PHOTOMETRIC STUDY



1 ELECTRICAL FIRST FLOOR SITE PHOTOMETRIC PLAN

SCALE: 1" = 10'-0"

MIXED USE DEVELOPMENT

4TH & MAIN ST.
KETCHUM, BLAINE COUNTY
IDAHO 83340

Prepared For: SOLSTICE DEVELOPMENT
4686 HIGHLAND DR. #224
MILLCREEK, UT 84117

P|H ARCHITECTS

38 Taunton Hill Road
Newtown, Connecticut 06470
203-426-6500 tel. 203-426-6503 fax
ph-archs.com

Site Plan

Project Team:

Architect and Planner:
P H Architects, LLC
38 Taunton Hill Road
Newtown, Connecticut 06470
(203) 426-6500 tel.
(203) 426-6503 fax

Civil Engineer:
Galena Engineering, Inc.
317 North River Street
Hailey, Idaho 83333
(208) 725-0988 tel.
(208) 725-0972 fax

Landscape Architect
Eggers Associates, Landscape Architecture
560 North Second Avenue
Ketchum, Idaho 83340
(208) 725-0988 tel.
(208) 725-0972 fax

Electrical Engineer:
Taft Engineering, LLC
8610 South Sandy Parkway, Suite #200
Sandy, Utah 84070
(801) 566-8012 tel.
www.tafteng.com

Seal

PROFESSIONAL ENGINEER LICENSED 14893 STATE OF IDAHO JOSEPH W. TAFT

Revisions

No.	Date	Issue
1	04-09-2022	PRE-APPLICATION COMMENTS
2	06-28-2022	SITE LIGHTING CHANGES
3	09-07-2022	PLANNER COMMENTS
4	10-25-2022	PLANNER COMMENTS
5	11-08-2022	PLANNER COMMENTS

ELECTRICAL
FIRST FLOOR
SITE PHOTOMETRIC PLAN

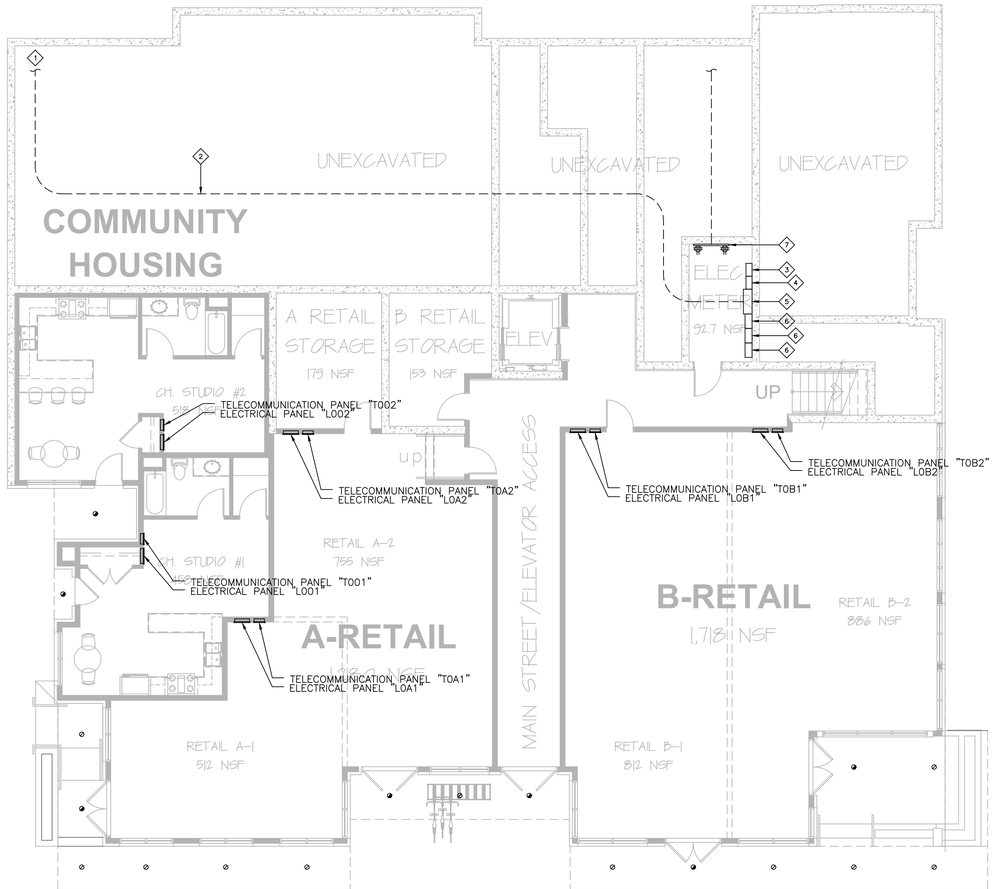
Date: 10-25-2022
Project No.: 01-0082-2021
Scale: SEE PLAN
CAD File Name:
Design: JWT
Checked: JWT
Sheet No.:

E101A

© TAFT ENGINEERING, LLC

ELECTRICAL KEY NOTES:

1. FEEDER CONTINUES ON SHEET E201.
2. 4 X (4)#500KCMIL (AL), 1)#3/0 XHHW (CU) GROUND, 3" CONDUIT)
3. 3 METER, 3ø TO 1ø SECTION (SQD EZMR313225 OR EQUIVALENT). CIRCUIT BREAKER TO MATCH PANEL SIZE. VERIFY METER BASE CONFIGURATION WITH LOCAL UTILITY PRIOR TO ORDERING. ROTATE PHASING TO BALANCE SERVICE.
4. 4 METER, 3ø TO 1ø SECTION (SQD EZMR314225 OR EQUIVALENT). CIRCUIT BREAKER TO MATCH PANEL SIZE. VERIFY METER BASE CONFIGURATION WITH LOCAL UTILITY PRIOR TO ORDERING. ROTATE PHASING TO BALANCE SERVICE.
5. 800A, 3ø, 4W TERMINAL BOX (SQD EZM3800TB OR EQUIVALENT).
6. 2 METER, 3ø TO 3ø SECTION (SQD EZMR332225 OR EQUIVALENT). CIRCUIT BREAKER TO MATCH PANEL SIZE. VERIFY METER BASE CONFIGURATION WITH LOCAL UTILITY PRIOR TO ORDERING.
7. MAIN TELECOMMUNICATIONS BOARD "MTB".



1 ELECTRICAL LOWER LEVEL POWER PLAN

SCALE: 1/8" = 1'-0"

MIXED USE DEVELOPMENT

4TH & MAIN ST.
KETCHUM, BLAINE COUNTY
IDAHO 83340

Prepared For: SOLSTICE DEVELOPMENT
4686 HIGHLAND DR. #224
MILLCREEK, UT 84117

P|H ARCHITECTS

38 Taunton Hill Road
Newtown, Connecticut 06470
203-426-6500 tel. 203-426-6503 fax
ph-archs.com

Site Plan

Project Team:

Architect and Planner:
P H Architects, LLC
38 Taunton Hill Road
Newtown, Connecticut 06470
(203) 426-6500 tel.
(203) 426-6503 fax

Civil Engineer:
Galena Engineering, Inc.
317 North River Street
Hailey, Idaho 83333
(208) 725-0888 tel.
(208) 725-0972 fax

Landscape Architect
Eggers Associates, Landscape Architecture
560 North Second Avenue
Ketchum, Idaho 83340
(208) 725-0988 tel.
(208) 725-0972 fax

Electrical Engineer:
Taft Engineering, LLC
8610 South Sandy Parkway, Suite #200
Sandy, Utah 84070
(801) 566-8012 tel.
www.tafteng.com

Seal

PROFESSIONAL ENGINEER LICENSED 14893 STATE OF IDAHO JOSEPH W. TAFT

Revisions

No.	Date	Issue
1	04-09-2022	PRE-APPLICATION COMMENTS
2	06-28-2022	SITE LIGHTING CHANGES
3	09-07-2022	PLANNER COMMENTS
4	10-25-2022	PLANNER COMMENTS
5	11-08-2022	PLANNER COMMENTS

ELECTRICAL
LOWER LEVEL
POWER PLAN

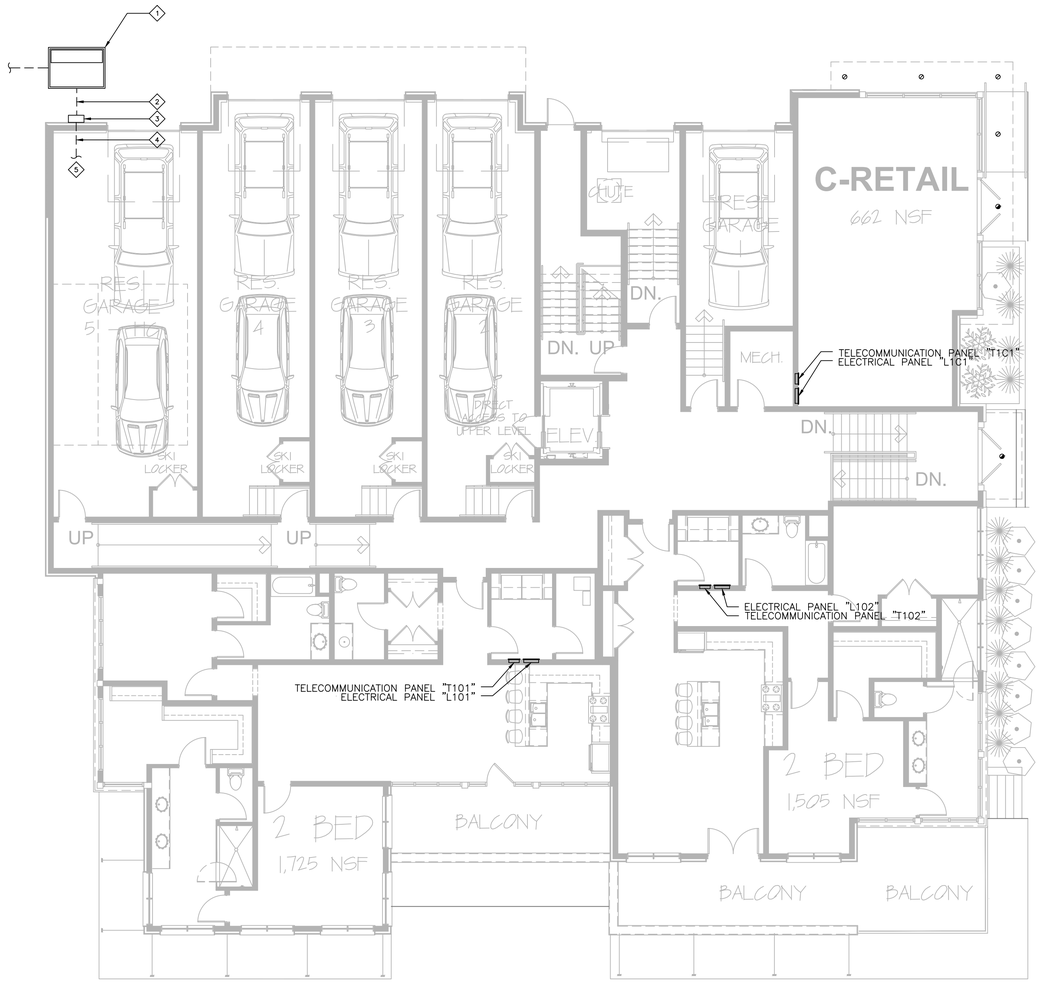
Date: 10-25-2022
Project No.: 01-0082-2021
Scale: SEE PLAN
CAD File Name:
Design: JWT
Checked: JWT
Sheet No.:

E200

© TAFT ENGINEERING, LLC

ELECTRICAL KEY NOTES:

1. IDAHO POWER UTILITY TRANSFORMER.
2. 4 X (4)#500KCMIL (AL), 3" CONDUIT)
3. MAIN SWITCH "MS1". 800A, 3P, 4W, 240V, NEMA 3R, SELF ENCLOSED CIRCUIT BREAKER.
4. 4 X (4)#500KCMIL (AL), 1)#3/0 XHHW (CU) GROUND, 3" CONDUIT)
5. FEEDER CONTINUES ON SHEET E200.



1 ELECTRICAL ALLEY LEVEL POWER PLAN

SCALE: 1/8" = 1'-0"

MIXED USE DEVELOPMENT

4TH & MAIN ST.
KETCHUM, BLAINE COUNTY
IDAHO 83340

Prepared For: SOLSTICE DEVELOPMENT
4686 HIGHLAND DR. #224
MILLCREEK, UT 84117

P|H ARCHITECTS

38 Taunton Hill Road
Newtown, Connecticut 06470
203-426-6500 tel. 203-426-6503 fax
ph-archs.com

Site Plan

Project Team:

Architect and Planner:
P H Architects, LLC
38 Taunton Hill Road
Newtown, Connecticut 06470
(203) 426-6500 tel.
(203) 426-6503 fax

Civil Engineer:
Galena Engineering, Inc.
317 North River Street
Hailey, Idaho 83333
(208) 725-0988 tel.
(208) 725-0972 fax

Landscape Architect
Eggers Associates, Landscape Architecture
560 North Second Avenue
Ketchum, Idaho 83340
(208) 725-0988 tel.
(208) 725-0972 fax

Electrical Engineer:
Taft Engineering, LLC
8610 South Sandy Parkway, Suite #200
Sandy, Utah 84070
(801) 566-8012 tel.
www.tafteng.com

Seal

PROFESSIONAL ENGINEER LICENSED 14893 STATE OF IDAHO JOSEPH W. TAFT

Revisions

No.	Date	Issue
1	04-09-2022	PRE-APPLICATION COMMENTS
2	06-28-2022	SITE LIGHTING CHANGES
3	09-07-2022	PLANNER COMMENTS
4	10-25-2022	PLANNER COMMENTS
5	11-08-2022	PLANNER COMMENTS

ELECTRICAL
ALLEY LEVEL
POWER PLAN

Date: 10-25-2022
Project No.: 01-0082-2021
Scale: SEE PLAN
CAD File Name:
Design: JWT
Checked: JWT
Sheet No.: E201

© TAFT ENGINEERING, LLC

ELECTRICAL KEY NOTES:

1 .

1 ELECTRICAL MIDDLE LEVEL POWER PLAN

SCALE: 1/8" = 1'-0"

MIXED USE DEVELOPMENT

4TH & MAIN ST.
KETCHUM, BLAINE COUNTY
IDAHO 83340

Prepared For: SOLSTICE DEVELOPMENT
4686 HIGHLAND DR. #224
MILLCREEK, UT 84117

P|H
ARCHITECTS
38 Taunton Hill Road
Newtown, Connecticut 06470
203-426-6500 tel. 203-426-6503 fax
ph-archs.com

Site Plan

Project Team:

Architect and Planner:
P H Architects, LLC
38 Taunton Hill Road
Newtown, Connecticut 06470
(203) 426-6500 tel.
(203) 426-6503 fax
Civil Engineer:
Galena Engineering, Inc.
317 North River Street
Hailey, Idaho 83333
(208) 725-0988 tel.
(208) 725-0972 fax
Landscape Architect
Eggers Associates, Landscape Architecture
560 North Second Avenue
Ketchum, Idaho 83340
(208) 725-0988 tel.
(208) 725-0972 fax
Electrical Engineer:
Taft Engineering, LLC
8610 South Sandy Parkway, Suite #200
Sandy, Utah 84070
(801) 566-8012 tel.
www.tafteng.com

Seal

PROFESSIONAL ENGINEER LICENSED 14893 STATE OF IDAHO JOSEPH W. TAFT

Revisions

No.	Date	Issue
1	04-09-2022	PRE-APPLICATION COMMENTS
2	06-28-2022	SITE LIGHTING CHANGES
3	09-07-2022	PLANNER COMMENTS
4	10-25-2022	PLANNER COMMENTS
5	11-08-2022	PLANNER COMMENTS

ELECTRICAL

MIDDLE LEVEL
POWER PLAN

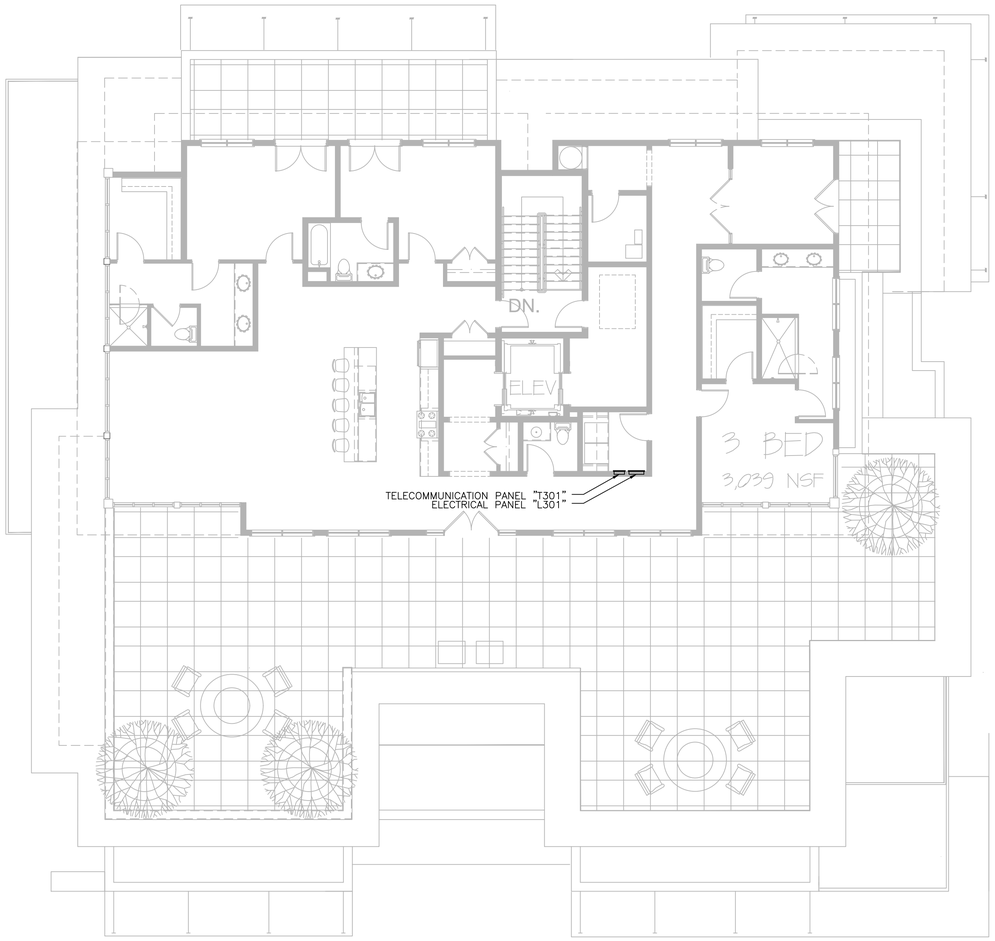
Date: 10-25-2022
Project No.: 01-0082-2021
Scale: SEE PLAN
CAD File Name:
Design: JWT
Checked: JWT
Sheet No.:

E202

© TAFT ENGINEERING, LLC

ELECTRICAL KEY NOTES:

1 .



1 ELECTRICAL UPPER LEVEL POWER PLAN

SCALE: 1/8" = 1'-0"

MIXED USE DEVELOPMENT

4TH & MAIN ST.
KETCHUM, BLAINE COUNTY
IDAHO 83340

Prepared For: SOLSTICE DEVELOPMENT
4686 HIGHLAND DR. #224
MILLCREEK, UT 84117

P|H
ARCHITECTS
38 Taunton Hill Road
Newtown, Connecticut 06470
203-426-6500 tel. 203-426-6503 fax
ph-archs.com

Site Plan

Project Team:

Architect and Planner:
P H Architects, LLC
38 Taunton Hill Road
Newtown, Connecticut 06470
(203) 426-6500 tel.
(203) 426-6503 fax

Civil Engineer:
Galena Engineering, Inc.
317 North River Street
Hailey, Idaho 83333
(208) 725-0988 tel.
(208) 725-0972 fax

Landscape Architect
Eggers Associates, Landscape Architecture
560 North Second Avenue
Ketchum, Idaho 83340
(208) 725-0988 tel.
(208) 725-0972 fax

Electrical Engineer:
Taft Engineering, LLC
8610 South Sandy Parkway, Suite #200
Sandy, Utah 84070
(801) 566-8012 tel.
www.tafteng.com

Seal

PROFESSIONAL ENGINEER LICENSED 14893 STATE OF IDAHO JOSEPH W. TAFT

Revisions

No.	Date	Issue
1	04-09-2022	PRE-APPLICATION COMMENTS
2	06-28-2022	SITE LIGHTING CHANGES
3	09-07-2022	PLANNER COMMENTS
4	10-25-2022	PLANNER COMMENTS
5	11-08-2022	PLANNER COMMENTS

ELECTRICAL
UPPER LEVEL
POWER PLAN

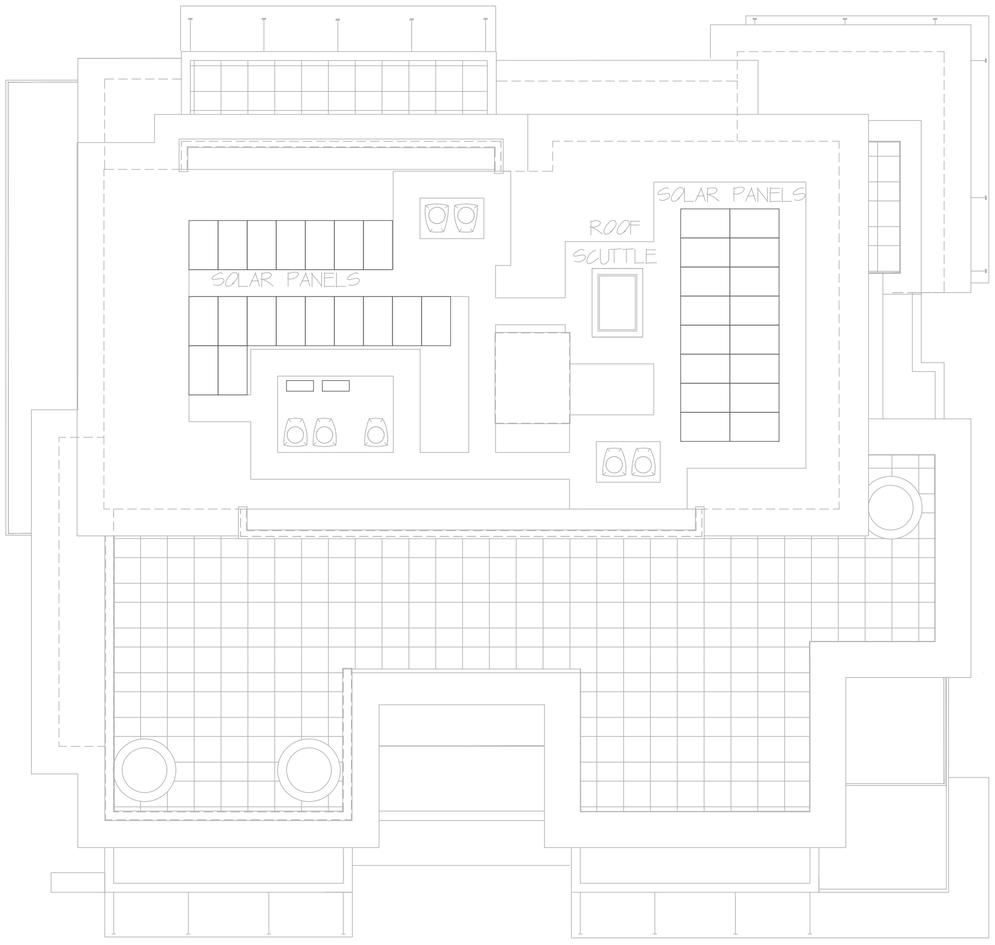
Date: 10-25-2022
Project No.: 01-0082-2021
Scale: SEE PLAN
CAD File Name:
Design: JWT
Checked: JWT
Sheet No.:

E203

© TAFT ENGINEERING, LLC

ELECTRICAL KEY NOTES:

1 .



1 ELECTRICAL ROOF POWER PLAN

SCALE: 1/8" = 1'-0"

MIXED USE DEVELOPMENT

4TH & MAIN ST.
KETCHUM, BLAINE COUNTY
IDAHO 83340

Prepared For: SOLSTICE DEVELOPMENT
4686 HIGHLAND DR. #224
MILLCREEK, UT 84117

P|H
ARCHITECTS
38 Taunton Hill Road
Newtown, Connecticut 06470
203-426-6500 tel. 203-426-6503 fax
ph-archs.com

Site Plan

Project Team:

Architect and Planner:
P H Architects, LLC
38 Taunton Hill Road
Newtown, Connecticut 06470
(203) 426-6500 tel.
(203) 426-6503 fax
Civil Engineer:
Galena Engineering, Inc.
317 North River Street
Hailey, Idaho 83333
(208) 725-0988 tel.
(208) 725-0972 fax
Landscape Architect
Eggers Associates, Landscape Architecture
560 North Second Avenue
Ketchum, Idaho 83340
(208) 725-0988 tel.
(208) 725-0972 fax
Electrical Engineer:
Taft Engineering, LLC
8610 South Sandy Parkway, Suite #200
Sandy, Utah 84070
(801) 566-8012 tel.
www.tafteng.com

Seal

PROFESSIONAL ENGINEER LICENSED 14893 STATE OF IDAHO JOSEPH W. TAFT

Revisions

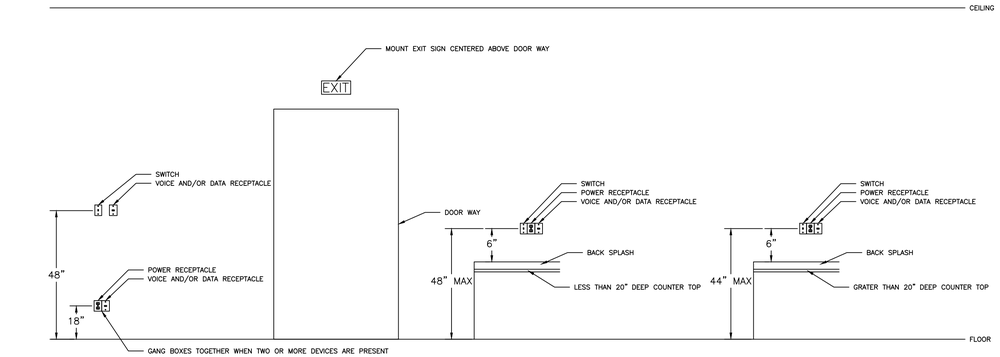
No.	Date	Issue
1	04-09-2022	PRE-APPLICATION COMMENTS
2	06-28-2022	SITE LIGHTING CHANGES
3	09-07-2022	PLANNER COMMENTS
4	10-25-2022	PLANNER COMMENTS
5	11-08-2022	PLANNER COMMENTS

ELECTRICAL
ROOF
POWER PLAN

Date: 10-25-2022
Project No.: 01-0082-2021
Scale: SEE PLAN
CAD File Name:
Design: JWT
Checked: JWT
Sheet No.:

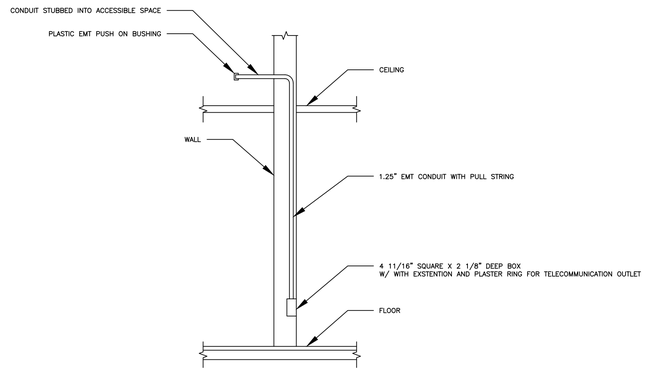
E204

© TAFT ENGINEERING, LLC



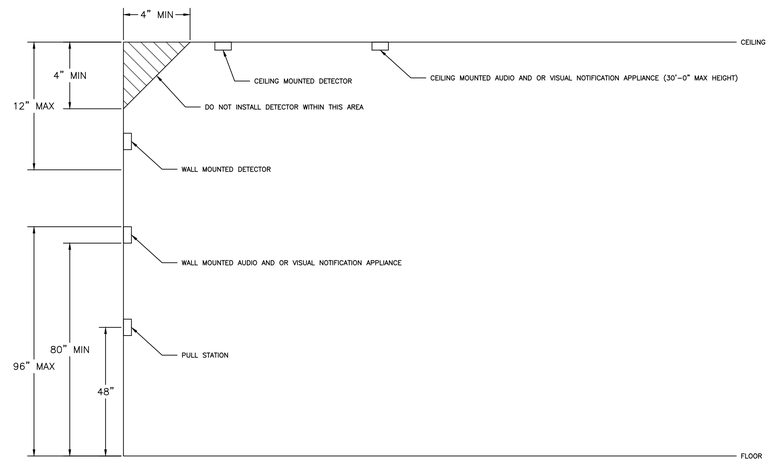
A ELECTRICAL OUTLET & SWTICH MOUNTING HEIGHTS DETAIL (TYPICAL)

SCALE: NONE



B ELECTRICALTELECOMMUNCATION DEVICE STUB-UP DETAIL (TYPICAL)

SCALE: NONE



C ELECTRICAL FIRE ALARM DEVICE MOUNTING HEIGHT DETAIL (TYPICAL)

SCALE: NONE

MIXED USE DEVELOPMENT

4TH & MAIN ST.
KETCHUM, BLAINE COUNTY
IDAHO 83340

Prepared For: SOLSTICE DEVELOPMENT
4686 HIGHLAND DR. #224
MILLCREEK, UT 84117

P|H
ARCHITECTS
38 Taunton Hill Road
Newtown, Connecticut 06470
203-426-6500 tel. 203-426-6503 fax
ph-archs.com

Site Plan

Project Team:

Architect and Planner:
P H Architects, LLC
38 Taunton Hill Road
Newtown, Connecticut 06470
(203) 426-6500 tel.
(203) 426-6503 fax
Civil Engineer:
Galena Engineering, Inc.
317 North River Street
Hailey, Idaho 83333
(208) 725-0988 tel.
(208) 725-0972 fax
Landscape Architect
Eggers Associates, Landscape Architecture
560 North Second Avenue
Ketchum, Idaho 83340
(208) 725-0988 tel.
(208) 725-0972 fax
Electrical Engineer:
Taft Engineering, LLC
8610 South Sandy Parkway, Suite #200
Sandy, Utah 84070
(801) 566-8012 tel.
www.tafteng.com

Seal

Revisions

No.	Date	Issue
1	04-09-2022	PRE-APPLICATION COMMENTS
2	06-28-2022	SITE LIGHTING CHANGES
3	09-07-2022	PLANNER COMMENTS
4	10-25-2022	PLANNER COMMENTS
5	11-08-2022	PLANNER COMMENTS

ELECTRICAL
DETAILS

Date: 10-25-2022
Project No.: 01-0082-2021
Scale: SEE PLAN
CAD File Name:
Design: JWT
Checked: JWT
Sheet No.:

E601

© TAFT ENGINEERING, LLC

Lindsley lighting

Tall Cubed Sconce

The Cubed Tall Sconce is an elongated version of the Cubed Sconce. The simple shape provides 400 lumens of high quality LED light up as well as 400 lumens down. The compact form is 4"wide x 3.95"deep, and stretches to 18 or 24" in standard heights, OR as tall as 60" in custom sizes. It's a perfect solution for ADA compliance. Best of all, the broad variety of standard and custom finishes enable this fixture to either blend with a wall color or provide pops of color or interest. It can be used inside or outdoors, standing alone or in series across a wall.

Available as a 400 or 800 lumen downlight or uplight, as well as custom lengths.

Made in USA.

SPECIFICATIONS

LEDs 2700K, 3000K, 3500K or 4000k; 92+ CRI Nichia
800 lumens (400 up/400 down), 400 lumen downlight or 800 lumen downlight

Optics Standard diffuse or Narrow beam 10°

Power Requirements 120-277 VAC input voltage

Dimming 0-10V, ELV, 1%, 0% or DMX with certified power supplies

Construction RoHS compliant materials and manufacturing
Anodized aluminum, stainless steel, polycarbonate

Finish Polished or brushed anodized and powder coat paint finishes

Installation Fits standard j-box

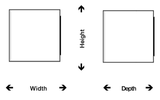
Certifications ETL for wet and dry locations

Warranty Five year limited warranty; other warranties may also apply

Intertek

MODELS

Lumens	Watts
827	20 up/down
413	10 downlight or uplight



Dimensions

4"w x 18"h x 3.95"d

4"w x 24"h x 3.95"d

See Order Guide for other sizes
Meets ADA requirements

Lindsley Lighting, LLC
925.254.1860 P
888.695.3699 F

lindsleylighting.com
sales@lindsleylighting.com

©2022 Lindsley Lighting, LLC
As part of its policy of continuous research and product development, the company reserves the right to change or withdraw specifications without prior notice.

Issued 10.15.22

Lindsley lighting

ORDER GUIDE
Cubed & Tall Cubed Sconce

■ Cubed Sconce [LWS.CB]

Size
- ❑ 4" w x 4" h x 3.95" d [.04]
- ■ 4" w x 18"h x 3.95" d [.04-18T]
- ❑ 4" w x 24"h x 3.95" d [.04-24T]
- ❑ 4" w x Custom height up to 60" x 3.95" d [.04-CXX]

LED Color Temperature & Downlight designation
- ❑ 2700°K up & down [.27]
- ❑ 3000°K up & down [.30]
- ❑ 3500°K up & down [.35]
- ■ 2700°K downlight only [.27D]
- ❑ 3000°K downlight only [.30D]
- ❑ 3500°K downlight only [.35D]
- ❑ 4000°K up & down [.40]
- ❑ 4000°K downlight only [.40D]

Faceplate Finish
- ❑ Silver brushed anodized [.BRSL]
- ❑ Silver polished anodized [.SLS] (additional cost)
- ❑ Deep Bronze powder coat [.BRP]
- ❑ White Satin [.WHS]
- ❑ White Gloss [.WHG]
- ❑ Black Satin [.BKS]
- ❑ Black Gloss [.BKG]
- ❑ Red Pepper [.RD]
- ❑ Tangerine [.OR]
- ❑ Custom RAL Powdercoat (additional cost) [.C+RAL#]

Optics / Specialty
- ■ Standard diffusion lens [.S]
- ❑ Narrow beam optics [.N]
- ❑ 800 lm down [.DBL]
- ❑ 800 lm down,with 10º narrow beam [.DBLN]

Usage
- ❑ Interior [.IN]
- ■ Exterior [.WT]

PRODUCT NUMBER INFO

model	size	light color	finish	optics [optional]	usage
LWS.CB	04-18T	27D	SCBA	S	WT

04 = 04"w x 4"h x 3.95"d
04-18T = 04"w x 18"h x 3.95"d
04-24T = 04"w x 24"h x 3.95"d
04-CXX = 4"w x XX"h x 3.95"d

27 = 2700K
30 = 3000K
35 = 3500K
40 = 4000K
27D = 2700K down
30D = 3000K down
35D = 3500K down
40K = 4000K down

SL = Silver anodized brushed
BRP = Bronze powder coat
WHG = White Gloss
WHS = White Satin
BKS = Black Satin
BKG = Black Gloss
see above for more colors

S = Standard
N= Narrow beam
DBL = 800 lumens down
DBLN = 800 lumens down/narrow beam

IN = Interior, dry rated
WT = Outdoor, wet rated

Driver Options REQUIRED

** Optional - Can be installed in a remote location*

- ❑ 0-10V @ 10 % Dimming - *fits in a 4"x2" octagonal j-box**
- ■ 0-10V @ 1% Dimming - EldoLED ECODrive *remote only*
- ❑ 0-10V @ 0% Dimming - EldoLED SOLODrive *remote only*
- ❑ 0-10V @ 1% Dimming - Lutron ECOsystem *remote only*
- ❑ ELV @ 10 % Dimming - *fits in a 4"x2" octagonal j-box**
- ❑ Phase @ 1% Dimming - Lutron 2-wire *remote only*
- ❑ DMX Dimming - call for spec *remote only*
- ❑ Emergency Driver - EM *in addition to driver selection*

Lindsley Lighting, LLC
925.254.1860 P
888.695.3699 F

lindsleylighting.com
sales@lindsleylighting.com

©2022 Lindsley Lighting, LLC
As part of its policy of continuous research and product development, the company reserves the right to change or withdraw specifications without prior notice.

Issued 10.15.22

Lindsley lighting

ORDER GUIDE
Cubed & Tall Cubed Sconce

■ Cubed Sconce [LWS.CB]

Size
❑ 4" w x 4" h x 3.95" d [.04]
■ 4" w x 18"h x 3.95" d [.04-18T]
❑ 4" w x 24"h x 3.95" d [.04-24T]
❑ 4" w x Custom height up to 60" x 3.95" d [.04-CXX]

LED Color Temperature & Downlight designation
❑ 2700°K up & down [.27]
❑ 3000°K up & down [.30]
❑ 3500°K up & down [.35]
■ 2700°K downlight only [.27D]
❑ 3000°K downlight only [.30D]
❑ 3500°K downlight only [.35D]
❑ 4000°K up & down [.40]
❑ 4000°K downlight only [.40D]

Faceplate Finish
❑ Silver brushed anodized [.BRSL]
❑ Silver polished anodized [.SLS] (additional cost)
❑ Deep Bronze powder coat [.BRP]
❑ White Satin [.WHS] ❑ White Gloss [.WHG] ❑ Black Satin [.BKS] ❑ Black Gloss [.BKG]
❑ Red Pepper [.RD] ❑ Tangerine [.OR]
❑ Custom RAL Powdercoat (additional cost) [.C+RAL#]

Optics / Specialty
■ Standard diffusion lens [.S] ❑ Narrow beam optics [.N]
❑ 800 lm down [.DBL] ❑ 800 lm down,with 10º narrow beam [.DBLN]

Usage
❑ Interior [.IN] ■ Exterior [.WT]

PRODUCT NUMBER INFO
LWS.CB . 04-18T . 27D . SCBA . S . WT

04 = 04"w x 4"h x 3.95"d
04-18T = 04"w x 18"h x 3.95"d
04-24T = 04"w x 24"h x 3.95"d
04-CXX = 4"w x XX"h x 3.95"d

27 = 2700K
30 = 3000K
35 = 3500K
40 = 4000K
27D = 2700K down
30D = 3000K down
35D = 3500K down
40K = 4000K down

SL = Silver anodized brushed
BRP = Bronze powder coat
WHG = White Gloss
WHS = White Satin
BKS = Black Satin
BKG = Black Gloss
see above for more colors

S = Standard
N= Narrow beam
DBL = 800 lumens down
DBLN = 800 lumens down/narrow beam

IN = Interior, dry rated
WT = Outdoor, wet rated

Driver Options REQUIRED
** Optional - Can be installed in a remote location*
❑ 0-10V @ 10 % Dimming - *fits in a 4"x2" octagonal j-box**
■ 0-10V @ 1% Dimming - EldoLED ECODrive *remote only*
❑ 0-10V @ 0% Dimming - EldoLED SOLODrive *remote only*
❑ 0-10V @ 1% Dimming - Lutron ECOsystem *remote only*
❑ ELV @ 10 % Dimming - *fits in a 4"x2" octagonal j-box**
❑ Phase @ 1% Dimming - Lutron 2-wire *remote only*
❑ DMX Dimming - call for spec *remote only*
■ Emergency Driver - EM *in addition to driver selection*

Lindsley Lighting, LLC
925.254.1860 P
888.695.3699 F

lindsleylighting.com
sales@lindsleylighting.com

©2022 Lindsley Lighting, LLC
As part of its policy of continuous research and product development, the company reserves the right to change or withdraw specifications without prior notice.

Issued 10.15.22

A ELECTRICAL LIGHT FIXTURE (DWS1) & (DWS1E) SPECIFICATION SHEETS

SCALE: NONE

MIXED USE DEVELOPMENT

4TH & MAIN ST.
KETCHUM, BLAINE COUNTY
IDAHO 83340

Prepared For: SOLSTICE DEVELOPMENT
4686 HIGHLAND DR. #224
MILLCREEK, UT 84117

P|H ARCHITECTS
38 Taunton Hill Road
Newtown, Connecticut 06470
203-426-6500 tel. 203-426-6503 fax
ph-archs.com

Site Plan

Project Team:

Architect and Planner:
P H Architects, LLC
38 Taunton Hill Road
Newtown, Connecticut 06470
(203) 426-6500 tel.
(203) 426-6503 fax
Civil Engineer:
Galena Engineering, Inc.
317 North River Street
Hailey, Idaho 83333
(208) 725-0988 tel.
(208) 725-0972 fax
Landscape Architect
Eggers Associates, Landscape Architecture
560 North Second Avenue
Ketchum, Idaho 83340
(208) 725-0988 tel.
(208) 725-0972 fax
Electrical Engineer:
Taft Engineering, LLC
8610 South Sandy Parkway, Suite #200
Sandy, Utah 84070
(801) 566-8012 tel.
www.tafteng.com

Seal

PROFESSIONAL ENGINEER LICENSED 14893 STATE OF IDAHO JOSEPH W. TAFT

Revisions

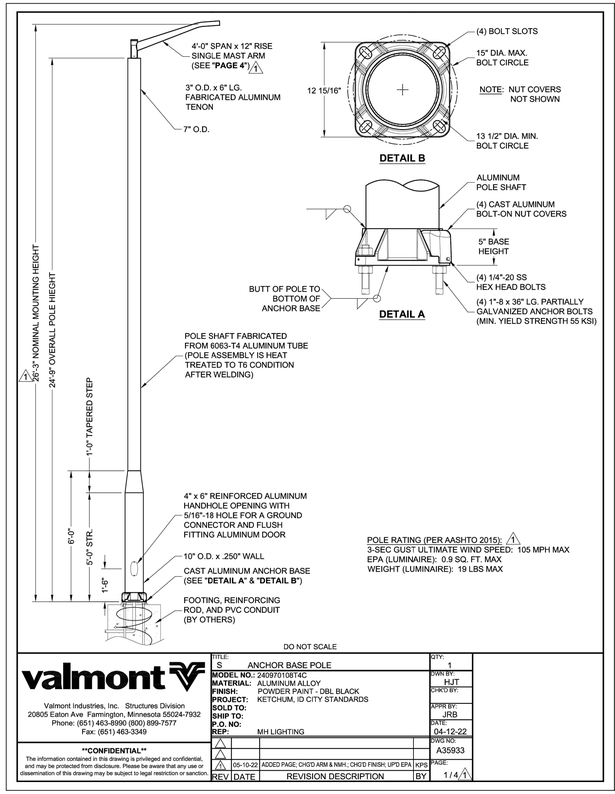
No.	Date	Issue
1	04-09-2022	PRE-APPLICATION COMMENTS
2	06-28-2022	SITE LIGHTING CHANGES
3	09-07-2022	PLANNER COMMENTS
4	10-25-2022	PLANNER COMMENTS
5	11-08-2022	PLANNER COMMENTS

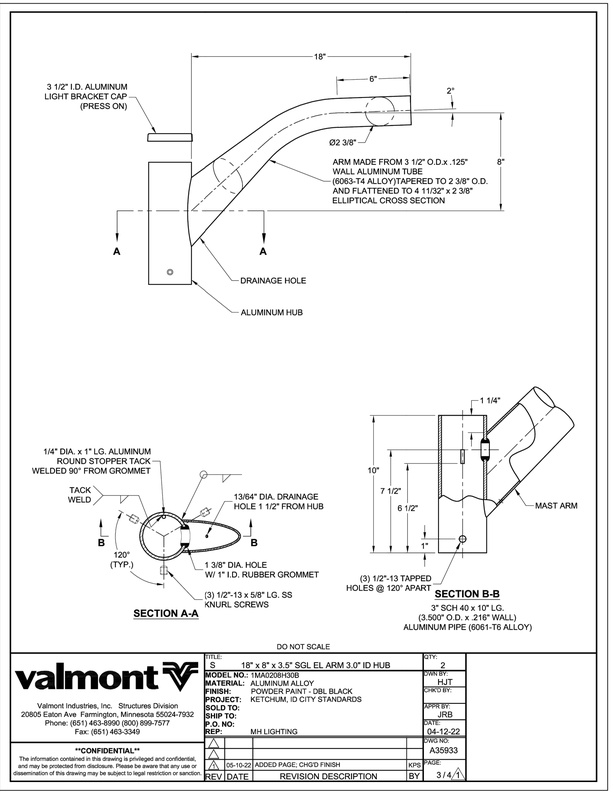
ELECTRICAL
DETAILS

Date: 10-25-2022
Project No.: 01-0082-2021
Scale: SEE PLAN
CAD File Name:
Design: JWT
Checked: JWT
Sheet No.:

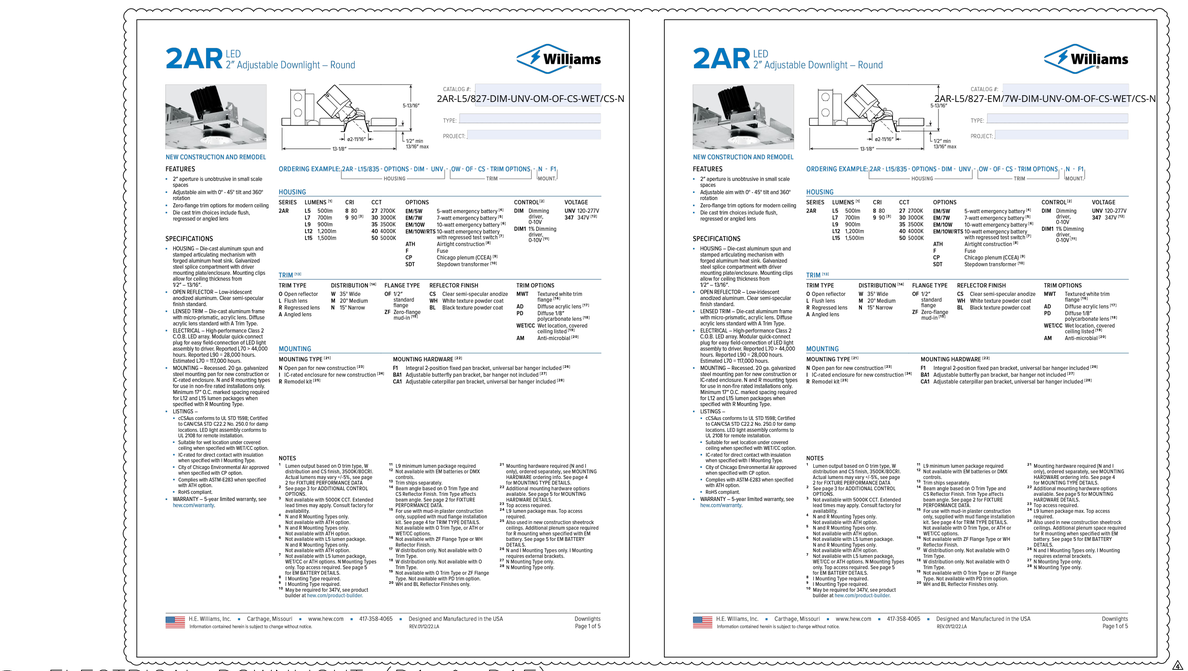
E602

© TAFT ENGINEERING, LLC





A ELECTRICAL STREE LIGHT POLE DETAIL (SLP1)
SCALE: NONE



B ELECTRICAL DOWNLIGHT (D1 & D1E)
SCALE: NONE

MIXED USE DEVELOPMENT

4TH & MAIN ST.
KETCHUM, BLAINE COUNTY
IDAHO 83340

Prepared For: SOLSTICE DEVELOPMENT
4686 HIGHLAND DR. #224
MILLCREEK, UT 84117

P|H ARCHITECTS
38 Taunton Hill Road
Newtown, Connecticut 06470
203-426-6500 tel. 203-426-6503 fax
ph-archs.com

Site Plan

Project Team:

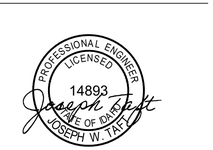
Architect and Planner:
P H Architects, LLC
38 Taunton Hill Road
Newtown, Connecticut 06470
(203) 426-6500 tel.
(203) 426-6503 fax

Civil Engineer:
Galena Engineering, Inc.
317 North River Street
Hailey, Idaho 83333
(208) 725-0988 tel.
(208) 725-0972 fax

Landscape Architect
Eggers Associates, Landscape Architecture
560 North Second Avenue
Ketchum, Idaho 83340
(208) 725-0988 tel.
(208) 725-0972 fax

Electrical Engineer:
Taft Engineering, LLC
8610 South Sandy Parkway, Suite #200
Sandy, Utah 84070
(801) 566-8012 tel.
www.tafteng.com

Seal



Revisions

No.	Date	Issue
1	04-09-2022	PRE-APPLICATION COMMENTS
2	06-28-2022	SITE LIGHTING CHANGES
3	09-07-2022	PLANNER COMMENTS
4	10-25-2022	PLANNER COMMENTS
5	11-08-2022	PLANNER COMMENTS

ELECTRICAL DETAILS

Date: 10-25-2022
Project No.: 01-0082-2021
Scale: SEE PLAN
CAD File Name:
Design: JWT
Checked: JWT
Sheet No.: E603

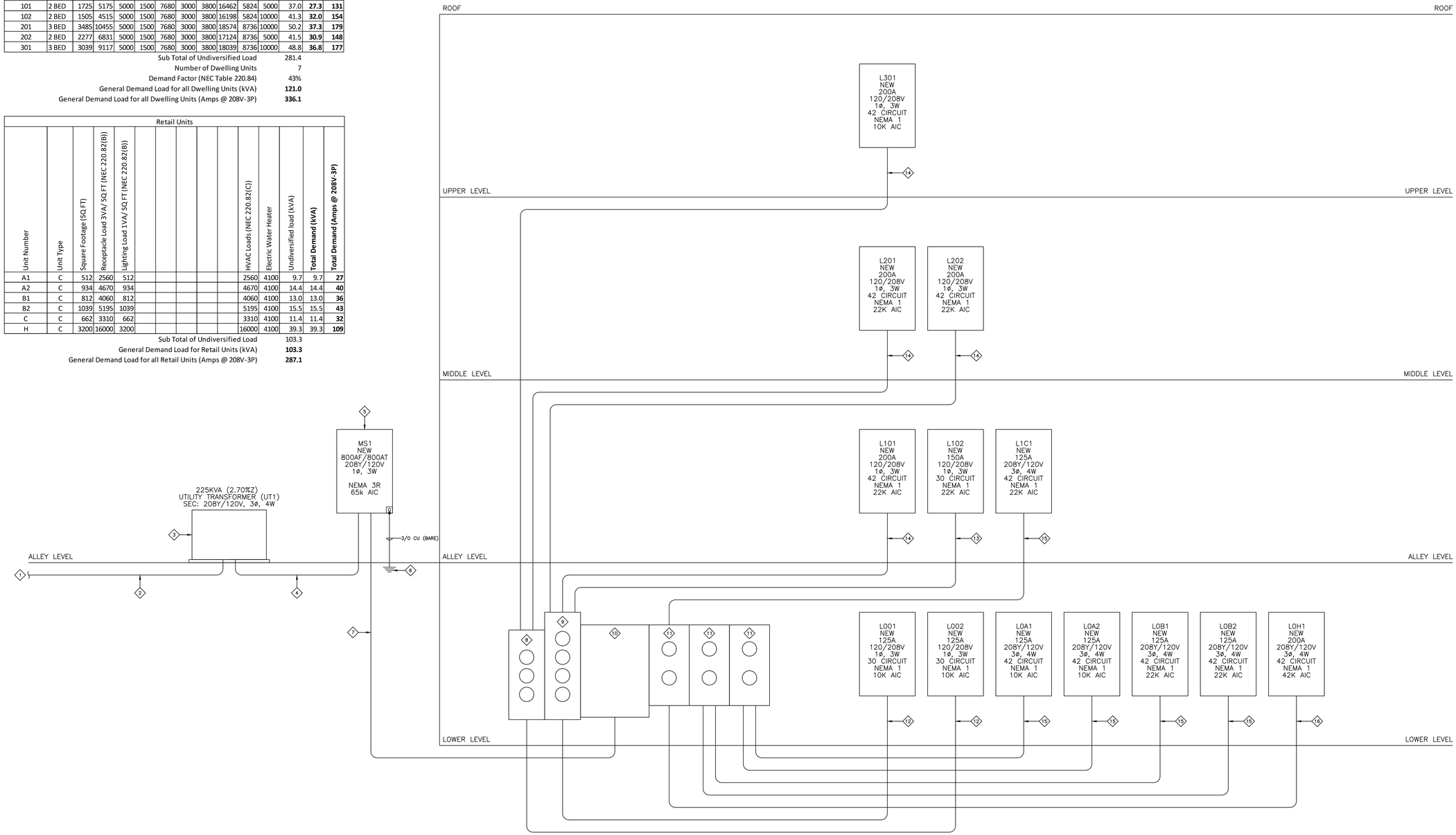
© TAFT ENGINEERING, LLC

Residential Units														
Unit Number	Unit Type	Dwelling Square Footage (SQ FT)	Lighting and Receptacle Load 3VA/ SQ FT (NEC 220.82(B))	Electric Clothes Dryer (NEC 220.54)	Laundry Circuit (NEC 220.52)	Nameplate rating of Range	Small Appliance Circuits (NEC 210.52)	All other appliance nameplate loads (NEC 220.82)	Lighting & small appliance load (NEC 220.82)	HVAC Loads (NEC 220.82(C))	Electric Water Heater	Undiversified load (kVA)	**Total Demand (kVA)**	**Total Demand (Amps @ 208V-2P)**
001	Studio	458	1374	5000	1500	7680	3000	3800	14942	3840	5000	31.2	**23.8**	**114**
002	Studio	518	1554	5000	1500	7680	3000	3800	15014	3840	5000	31.4	**23.9**	**115**
101	2 BED	1725	5175	5000	1500	7680	3000	3800	16462	5824	5000	37.0	**27.3**	**131**
102	2 BED	1505	4515	5000	1500	7680	3000	3800	16198	5824	10000	41.3	**32.0**	**154**
201	3 BED	3485	10455	5000	1500	7680	3000	3800	18574	8736	10000	50.2	**37.3**	**179**
202	2 BED	2277	6831	5000	1500	7680	3000	3800	17124	8736	5000	41.5	**30.9**	**148**
301	3 BED	3039	9117	5000	1500	7680	3000	3800	18039	8736	10000	48.8	**36.8**	**177**
											Sub Total of Undiversified Load		281.4	
											Number of Dwelling Units		7	
											Demand Factor (NEC Table 220.84)		43%	
											General Demand Load for all Dwelling Units (kVA)		**121.0**	
											General Demand Load for all Dwelling Units (Amps @ 208V-3P)		**336.1**	

Retail Units														
Unit Number	Unit Type	Square Footage (SQ FT)	Receptacle Load 3VA/ SQ FT (NEC 220.82(B))	Lighting Load 1VA/ SQ FT (NEC 220.82(B))						HVAC Loads (NEC 220.82(C))	Electric Water Heater	Undiversified load (kVA)	**Total Demand (kVA)**	**Total Demand (Amps @ 208V-3P)**
A1	C	512	2560	512						2560	4100	9.7	9.7	**27**
A2	C	934	4670	934						4670	4100	14.4	14.4	**40**
B1	C	812	4060	812						4060	4100	13.0	13.0	**36**
B2	C	1039	5195	1039						5195	4100	15.5	15.5	**43**
C	C	662	3310	662						3310	4100	11.4	11.4	**32**
H	C	3200	16000	3200						16000	4100	39.3	39.3	**109**
											Sub Total of Undiversified Load		103.3	
											General Demand Load for Retail Units (kVA)		**103.3**	
											General Demand Load for all Retail Units (Amps @ 208V-3P)		**287.1**	

ELECTRICAL KEY NOTES:

1. COORDINATE WITH THE LOCAL UTILITY.
2. 1–4" CONDUIT.
3. IDAHO POWER UTILITY TRANSFORMER.
4. 3 X (4#400KCMIL (AL), 3" CONDUIT)
5. MAIN SWITCH "MS1". 800A, 3P, 4W, 240V, NEMA 3R, SELF ENCLOSED CIRCUIT BREAKER.
6. PROVIDE ELECTRICAL GROUNDING AS REQUIRED BY NEC 250.
   ALL GROUNDING ELECTRODES AS DESCRIBED IN 250.52(A)(1) THROUGH (A)(7) THAT ARE PRESENT AT EACH BUILDING OR STRUCTURE SERVED SHALL BE BONDED TOGETHER TO FORM THE GROUNDING ELECTRODE SYSTEM AND SHALL INCLUDE AT A MINIMUM THE FOLLOWING:
   – TWO (2) 0.75" X 10'–0" SOLID COPPER GROUND ROD ELECTRODES.
   – METAL UNDERGROUND WATER PIPE IN CONTACT WITH 10'–0" OF EARTH OR MORE (IF ONE IS INSTALLED)
   – METAL IN–GROUND SUPPORT STRUCTURES IN CONTACT WITH 10'–0" OF EARTH OR MORE, WITH OR WITHOUT CONCRETE ENCASEMENT.
   – CONCRETE ENCASED ELECTRODE, THAT CONSISTS OF 1#1/0 BARE (CU) CONDUCTOR AT LEAST 20'–0" IN LENGTH AND ENCASED BY AT LEAST 2" OF CONCRETE.
   ALL CONNECTIONS (EXPECT IN–GROUND METAL WATER PIPE) SHALL BE EXOTHERMICALLY CONNECTED.
7. 3 X (4#400KCMIL (AL), 1#3/0 XHHW (CU) GROUND, 3" CONDUIT)
8. 3 METER, 3Ø TO 1Ø SECTION (SQD EZMR313225 OR EQUIVALENT). CIRCUIT BREAKER TO MATCH PANEL SIZE. VERIFY METER BASE CONFIGURATION WITH LOCAL UTILITY PRIOR TO ORDERING. ROTATE PHASING TO BALANCE SERVICE.
9. 4 METER, 3Ø TO 1Ø SECTION (SQD EZMR314225 OR EQUIVALENT). CIRCUIT BREAKER TO MATCH PANEL SIZE. VERIFY METER BASE CONFIGURATION WITH LOCAL UTILITY PRIOR TO ORDERING. ROTATE PHASING TO BALANCE SERVICE.
10. 800A, 3Ø, 4W TERMINAL BOX (SQD EZM3800TB OR EQUIVALENT).
11. 2 METER, 3Ø TO 3Ø SECTION (SQD EZMR332225 OR EQUIVALENT). CIRCUIT BREAKER TO MATCH PANEL SIZE. VERIFY METER BASE CONFIGURATION WITH LOCAL UTILITY PRIOR TO ORDERING.
12. 125A, 1Ø, 3W RESIDENTIAL SERVICE – 1/0–1/0–1/0–2 (AL) SER CABLE
13. 150A, 1Ø, 3W RESIDENTIAL SERVICE – 2/0–2/0–2/0–1 (AL) SER CABLE
14. 200A, 1Ø, 3W RESIDENTIAL SERVICE – 4/0–4/0–4/0–2/0 (AL) SER CABLE
15. 125A, 3Ø, 4W COMMERCIAL SERVICE – 2/0–2/0–2/0–2/0–1 (AL) SER CABLE
16. 200A, 3Ø, 4W COMMERCIAL SERVICE – 250–250–250–250–3/0 (AL) SER CABLE



A ELECTRICAL POWER RISER DIAGRAM

SCALE: NONE

MIXED USE DEVELOPMENT

4TH & MAIN ST.
KETCHUM, BLAINE COUNTY
IDAHO 83340

Prepared For: SOLSTICE DEVELOPMENT
4686 HIGHLAND DR. #224
MILLCREEK, UT 84117

P|H ARCHITECTS
38 Taunton Hill Road
Newtown, Connecticut 06470
203–426–6500 tel. 203–426–6503 fax
ph–archs.com

Site Plan

Project Team:

Architect and Planner:
P H Architects, LLC
38 Taunton Hill Road
Newtown, Connecticut 06470
(203) 426-6500 tel.
(203) 426-6503 fax

Civil Engineer:
Galena Engineering, Inc.
317 North River Street
Hailey, Idaho 83333
(208) 725-0988 tel.
(208) 725-0972 fax

Landscape Architect
Eggers Associates, Landscape Architecture
560 North Second Avenue
Ketchum, Idaho 83340
(208) 725-0988 tel.
(208) 725-0972 fax

Electrical Engineer:
Taft Engineering, LLC
8610 South Sandy Parkway, Suite #200
Sandy, Utah 84070
(801) 566-8012 tel.
www.tafteng.com

Seal

PROFESSIONAL ENGINEER LICENSED 14893 STATE OF IDAHO JOSEPH W. TAFT

Revisions

No.	Date	Issue
1	04-09-2022	PRE-APPLICATION COMMENTS
2	06-28-2022	SITE LIGHTING CHANGES
3	09-07-2022	PLANNER COMMENTS
4	10-25-2022	PLANNER COMMENTS
5	11-08-2022	PLANNER COMMENTS

ELECTRICAL
POWER
RISER DIAGRAM

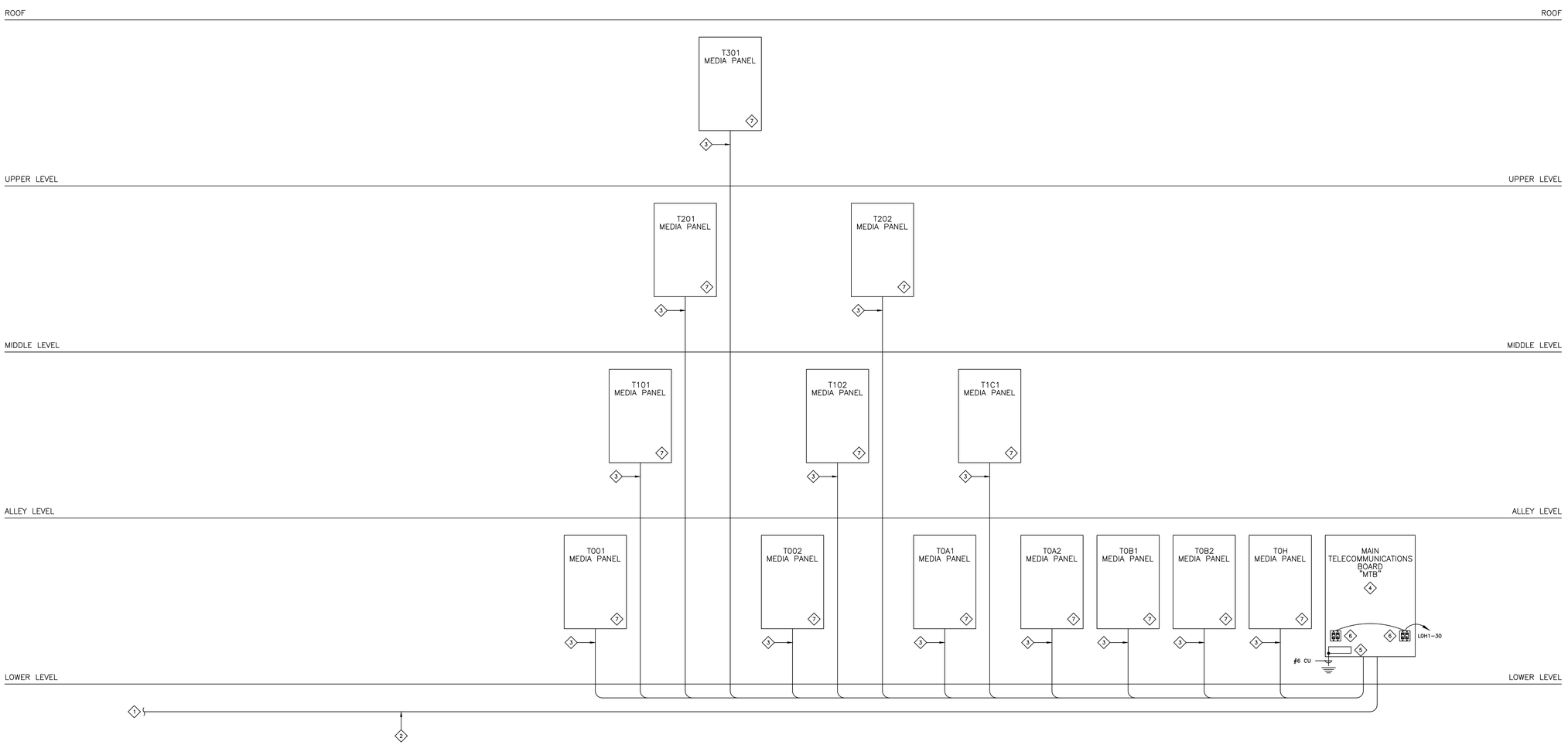
Date: 10-25-2022
Project No.: 01-0082-2021
Scale: SEE PLAN
CAD File Name:
Design: JWT
Checked: JWT
Sheet No.:

E701

© TAFT ENGINEERING, LLC

ELECTRICAL TELECOMMUNICATION RISER DIAGRAM NOTES:

1. COORDINATE WITH LOCAL UTILITY PROVIDERS PRIOR TO ROUGH-IN.
2. PROVIDE 2-4" CONDUITS, EACH WITH A MULE TAPE, FROM LOCAL TELEPHONE PROVIDER AND PROVIDE 2-4" CONDUITS EACH WITH 3-1.25" INNERDUCTS AND EACH WITH MULE TAPE FOR LOCAL INTERNET PROVIDERS.
3. PROVIDE 1.25" RACEWAY FROM MAIN TELECOMMUNICATION BOARD TO TENANT MEDIA PANEL.
4. TELECOMMUNICATIONS BOARD SHALL BE CONSTRUCTED OF AC GRADE OR BETTER, VOID FREE 4'X8'X0.75" PLYWOOD WITH GRADE A SURFACE EXPOSED. THE TELECOMMUNICATIONS BOARD SHALL BE SECURELY ANCHORED TO VERTICAL FRAMING MEMBERS, MOUNTED 8" OFF THE FINISHED FLOOR, AND PAINTED ON ALL SIDES WITH AT LEAST TWO COATS OF FIRE-RETARDANT WHITE OR LIGHT-GRAY COLOR PAINT SUBJECT TO ACCEPTANCE BY THE AHJ.
5. PROVIDE AND INSTALL TELECOMMUNICATION MAIN GROUND BAR KIT B-LINE SBTMGB12K OR EQUIVALENT.
6. PROVIDE AND INSTALL TWO 20A-1P HEAVY DUTY ISOLATED GROUND DUPLEX RECEPTACLES (LEVITON 16362-WG OR EQUIVALENT) WITH STEEL COVER PLATE.
7. SMALL TENANT MEDIA PANEL, COORDINATE CONFIGURATION AND LOCATION PRIOR TO ROUGH-IN.



A ELECTRICAL TELECOMMUNICATION RISER DIAGRAM

SCALE: NONE

MIXED USE DEVELOPMENT

4TH & MAIN ST.
KETCHUM, BLAINE COUNTY
IDAHO 83340

Prepared For: SOLSTICE DEVELOPMENT
4686 HIGHLAND DR. #224
MILLCREEK, UT 84117

P|H
ARCHITECTS
38 Taunton Hill Road
Newtown, Connecticut 06470
203-426-6500 tel. 203-426-6503 fax
ph-archs.com

Site Plan

Project Team:

Architect and Planner:
P H Architects, LLC
38 Taunton Hill Road
Newtown, Connecticut 06470
(203) 426-6500 tel.
(203) 426-6503 fax

Civil Engineer:
Galena Engineering, Inc.
317 North River Street
Hailey, Idaho 83333
(208) 725-0988 tel.
(208) 725-0972 fax

Landscape Architect
Eggers Associates, Landscape Architecture
560 North Second Avenue
Ketchum, Idaho 83340
(208) 725-0988 tel.
(208) 725-0972 fax

Electrical Engineer:
Taft Engineering, LLC
8610 South Sandy Parkway, Suite #200
Sandy, Utah 84070
(801) 566-8012 tel.
www.tafteng.com

Seal

PROFESSIONAL ENGINEER LICENSED 14893 STATE OF IDAHO JOSEPH W. TAFT

Revisions

No.	Date	Issue
1	04-09-2022	PRE-APPLICATION COMMENTS
2	06-28-2022	SITE LIGHTING CHANGES
3	09-07-2022	PLANNER COMMENTS
4	10-25-2022	PLANNER COMMENTS
5	11-08-2022	PLANNER COMMENTS

ELECTRICAL
POWER
RISER DIAGRAM

Date: 10-25-2022
Project No.: 01-0082-2021
Scale: SEE PLAN
CAD File Name:
Design: JWT
Checked: JWT
Sheet No.:

E702

© TAFT ENGINEERING, LLC

ELECTRICAL LIGHT FIXTURE SCHEDULE (TYPE)

TYPE	QUANTITY (ESTIMATE ONLY)	DESCRIPTION	MANUFACTURER(S)	CATALOG NUMBER(S)	LIGHT SOURCE	WATTS PER FIXTURE	VOLTAGE	MOUNTING	NOTES
SPL1	2	STREET POLE LIGHT	LEOTEK/VALMONT	CVJ-H-MV-27K-3R-SCBA-025	LED 2242, 2700K, 70 CRI	19	UNV	25' POLE	SEE DETAIL A/E603
DWS1	7	DECORATIVE WALL SCONCE	LINDSLEY LIGHTING	LWS.CB-04-18T-27D-SCBA-S-WT-DIM	LED 400lm, 2700K, 80 CRI	10	UNV	7'-0" ABOVE FINISHED GRADE	
DWS1E	1	DECORATIVE WALL SCONCE	LINDSLEY LIGHTING	LWS.CB-04-18T-27D-SCBA-S-WT-DIM-EM	LED 400lm, 2700K, 80 CRI	10	UNV	7'-0" ABOVE FINISHED GRADE	PROVIDE WITH REMOTE EMERGENCY BATTERY PACK.
D1	14	2" ADJUSTABLE DOWNLIGHT	HE WILLIAMS	2AR-LS/827-DIM-UNV-OM-OF-CS-WET/CS-N	LED 500lm, 2700K, 80 CRI	7	UNV	RECESSED	
D1E	9	2" ADJUSTABLE DOWNLIGHT	HE WILLIAMS	2AR-LS/827-EM/7W-DIM-UNV-OM-OF-CS-WET/CS-N	LED 500lm, 2700K, 80 CRI	7	UNV	RECESSED	PROVIDE WITH EMERGENCY BATTERY PACK.

NOTES:
1. OWNER / ARCHITECT TO DETERMINE FINISH OF FIXTURES
2. ALTERNATE MANUFACTURES ACCEPTABLE IF PRE-APPROVED BY ENGINEER BEFORE BID DATE. SEE GENERAL NOTES AND SPECIFICATIONS FOR ADDITIONAL DETAILS.

PANEL SCHEDULE

PANEL NAME: L0H1 VOLTS: 120/208 TYPE: ☒ BOLT ON ☐ PLUG ON ☐ FUSIBLE BUS: ☐ COPPER BUS ☒ ALUMINUM BUS ☒ GROUND BUS ☒ ISOLATED GROUND BUS LUGS: ☐ SUB FEED LUGS (TOP) ☐ SUB FEED LUGS (BOTTOM) ☐ FEED THRU LUGS (TOP) ☒ FEED THRU LUGS (BOTTOM) ☒ MAIN LUGS ONLY (TOP) ☐ MAIN LUGS ONLY (BOTTOM)

BUS RATING: 200A PHASE: 3

MAIN BREAKER: N/A WIRE: 4 SPD: ☒ TYPE 1 ☐ TYPE 2 ☐ TYPE 3

EQUIPMENT RATING: 42k AIC EST. SC: 23.12kA

EST. ARC FLASH: 0.4 cal/cm^2

BRANCH BREAKERS

BREAKER DESCRIPTION	AMPS	POLE	NOTE	CIR. NO.	LEFT PHASE LOAD A	LEFT PHASE LOAD B	LEFT PHASE LOAD C	RIGHT PHASE LOAD A	RIGHT PHASE LOAD B	RIGHT PHASE LOAD C	CIR. NO.	AMPS	POLE	NOTE	BREAKER DESCRIPTION
SPD (TYPE 1)	30	3		1	0			0			2	20	1		SPARE
				3		0			0		4	20	1		SPARE
				5			0			0	6	20	1		SPARE
STAIRWELL #1	20	1		7	0			0			8	20	1		SPARE
STAIRWELL #2	20	1		9		0			0		10	20	1		SPARE
LOWER LEVEL COMMON AREA	20	1		11			0			0	12	20	1		SPARE
ALLEY LEVEL COMMON AREA	20	1		13	0			0			14	20	1		SPARE
MIDDLE LEVEL COMMON AREA	20	1		15		0			0		16	20	1		SPARE
UPPER LEVEL COMMON AREA	20	1		17			0			0	18	20	1		SPARE
SPARE	20	1		19	0			0			20	20	1		SPARE
SPARE	20	1		21		0			0		22	20	1		SPARE
SPARE	20	1		23			0			0	24	20	1		SPARE
SPARE	20	1		25	0			0			26	20	1		SPARE
SPARE	20	1		27		0			0		28	20	1		SPARE
SPARE	20	1		29			0			0	30	20	1		SPARE
ELEVATOR CAB	20	1		31	0			0			32	20	1		SPARE
ELEVATOR PIT	20	1		33		0			0		34	20	1		SPARE
ELEVATOR SMOKE DOORS	20	1		35			0			0	36	20	1		SPARE
				37	0			0			38	20	1		SPARE
EL-1	125	3		39		0			0		40	20	1		SPARE
				41			0			0	42	20	1		SPARE
					LEFT SUB TOTAL	0	0	0	0	0	0	RIGHT SUB TOTAL			
					FEED-THRU TOTAL										
					TOTAL	0	0	0							
					AMPS PER PHASE	0	0	0							

ENCLOSURE:

NEMA RATING: 1

FEEDER: ☒ TOP ☐ BOTTOM

MOUNTING: ☐ FLUSH ☒ SURFACE

TOTAL CONNECT LOAD (kVA): 0

TOTAL CONNECT LOAD (AMPS): 0

GENERAL NOTES:
1. LABEL PANEL WITH ENGRAVED NAME TAGS.

MIXED USE DEVELOPMENT

4TH & MAIN ST.
KETCHUM, BLAINE COUNTY
IDAHO 83340

Prepared For: SOLSTICE DEVELOPMENT
4686 HIGHLAND DR. #224
MILLCREEK, UT 84117

P|H ARCHITECTS
38 Taunton Hill Road
Newtown, Connecticut 06470
203-426-6500 tel. 203-426-6503 fax
ph-archs.com

Site Plan

Project Team:

Architect and Planner:
P H Architects, LLC
38 Taunton Hill Road
Newtown, Connecticut 06470
(203) 426-6500 tel.
(203) 426-6503 fax

Civil Engineer:
Galena Engineering, Inc.
317 North River Street
Hailey, Idaho 83333
(208) 725-0888 tel.
(208) 725-0972 fax

Landscape Architect
Eggers Associates, Landscape Architecture
560 North Second Avenue
Ketchum, Idaho 83340
(208) 725-0988 tel.
(208) 725-0972 fax

Electrical Engineer:
Taft Engineering, LLC
8610 South Sandy Parkway, Suite #200
Sandy, Utah 84070
(801) 566-8012 tel.
www.tafteng.com

Seal

PROFESSIONAL ENGINEER LICENSED 14893 STATE OF IDAHO JOSEPH W. TAFT

Revisions

No.	Date	Issue
1	04-09-2022	PRE-APPLICATION COMMENTS
2	06-28-2022	SITE LIGHTING CHANGES
3	09-07-2022	PLANNER COMMENTS
4	10-25-2022	PLANNER COMMENTS
5	11-08-2022	PLANNER COMMENTS

ELECTRICAL SCHEDULES

Date: 10-25-2022
Project No.: 01-0082-2021
Scale: SEE PLAN
CAD File Name:
Design: JWT
Checked: JWT
Sheet No.:

E801

© TAFT ENGINEERING, LLC

PANEL SCHEDULE

PANEL NAME: L1C1 | VOLTS: 120/208 | TYPE: ☒ BOLT ON ☐ PLUG ON ☐ FUSIBLE | BUS: ☐ COPPER BUS ☒ ALUMINUM BUS ☒ GROUND BUS ☒ ISOLATED GROUND BUS | LUGS: ☐ SUB FEED LUGS (TOP) ☐ SUB FEED LUGS (BOTTOM) ☐ FEED THRU LUGS (TOP) ☒ FEED THRU LUGS (BOTTOM) ☒ MAIN LUGS ONLY (TOP) ☐ MAIN LUGS ONLY (BOTTOM)

BUS RATING: 125A | PHASE: 3 | MAIN BREAKER: N/A | WIRE: 4 | SPD: ☒ TYPE 1 ☐ TYPE 2 ☐ TYPE 3 | EQUIPMENT RATING: 22k AIC | EST. SC: 12.35kA | EST. ARC FLASH: 0.2 cal/cm^2

BRANCH BREAKERS

BREAKER DESCRIPTION	AMPS	POLE	NOTE	CIR. NO.	LEFT PHASE LOAD A	LEFT PHASE LOAD B	LEFT PHASE LOAD C	RIGHT PHASE LOAD A	RIGHT PHASE LOAD B	RIGHT PHASE LOAD C	CIR. NO.	AMPS	POLE	NOTE	BREAKER DESCRIPTION
				1	0			10			2	20	1		EMERGENCY LIGHTING
SPD (TYPE 1)	30	3		3		0			216		4	20	1		RESTROOM LTS & CO
				5			0			0	6	20	1		SPARE
SPARE	20	1		7	0			0			8	20	1		SPARE
SPARE	20	1		9		0			0		10	20	1		SPARE
SPARE	20	1		11			0			0	12	20	1		SPARE
SPARE	20	1		13	0			0			14	20	1		SPARE
SPARE	20	1		15		0			0		16	20	1		SPARE
SPARE	20	1		17			0			0	18	20	1		SPARE
SPARE	20	1		19	0			0			20	20	1		SPARE
SPARE	20	1		21		0			0		22	20	1		SPARE
SPARE	20	1		23			0			0	24	20	1		SPARE
SPARE	20	1		25	0			0			26	20	1		SPARE
SPARE	20	1		27		0			0		28	20	1		SPARE
SPARE	20	1		29			0			0	30	20	1		SPARE
SPARE	20	1		31	0			0			32	20	1		SPARE
SPARE	20	1		33		0			0		34	20	1		SPARE
SPARE	20	1		35			0			0	36	20	1		SPARE
F-19	15	1		37	864			0			38	20	1		SPARE
				39		2184			0		40	20	1		SPARE
CU-19	35	2		41			2184			720	42	20	1		TELECOMMUNICATIONS BOARD "T1A"
				LEFT SUB TOTAL	864	2184	2184	10	216	720	RIGHT SUB TOTAL				
				FEED-THRU TOTAL											
ENCLOSURE:				TOTAL	874	2400	2904								
				AMPS PER PHASE	7	20	24								

NEMA RATING: 1 | TOTAL CONNECT LOAD (kVA): 6

FEEDER: ☐ TOP ☒ BOTTOM | TOTAL CONNECT LOAD (AMPS): 17

MOUNTING: ☐ FLUSH ☒ SURFACE

GENERAL NOTES:
1. LABEL PANEL WITH ENGRAVED NAME TAGS.

PANEL SCHEDULE

PANEL NAME: L0B1 | VOLTS: 120/208 | TYPE: ☒ BOLT ON ☐ PLUG ON ☐ FUSIBLE | BUS: ☐ COPPER BUS ☒ ALUMINUM BUS ☒ GROUND BUS ☒ ISOLATED GROUND BUS | LUGS: ☐ SUB FEED LUGS (TOP) ☐ SUB FEED LUGS (BOTTOM) ☐ FEED THRU LUGS (TOP) ☒ FEED THRU LUGS (BOTTOM) ☒ MAIN LUGS ONLY (TOP) ☐ MAIN LUGS ONLY (BOTTOM)

BUS RATING: 125A | PHASE: 3 | MAIN BREAKER: N/A | WIRE: 4 | SPD: ☒ TYPE 1 ☐ TYPE 2 ☐ TYPE 3 | EQUIPMENT RATING: 22k AIC | EST. SC: 10.77kA | EST. ARC FLASH: 0.1 cal/cm^2

BRANCH BREAKERS

BREAKER DESCRIPTION	AMPS	POLE	NOTE	CIR. NO.	LEFT PHASE LOAD A	LEFT PHASE LOAD B	LEFT PHASE LOAD C	RIGHT PHASE LOAD A	RIGHT PHASE LOAD B	RIGHT PHASE LOAD C	CIR. NO.	AMPS	POLE	NOTE	BREAKER DESCRIPTION
				1	0			10			2	20	1		EMERGENCY LIGHTING
SPD (TYPE 1)	30	3		3		0			216		4	20	1		RESTROOM LTS & CO
				5			0			0	6	20	1		SPARE
SPARE	20	1		7	0			0			8	20	1		SPARE
SPARE	20	1		9		0			0		10	20	1		SPARE
SPARE	20	1		11			0			0	12	20	1		SPARE
SPARE	20	1		13	0			0			14	20	1		SPARE
SPARE	20	1		15		0			0		16	20	1		SPARE
SPARE	20	1		17			0			0	18	20	1		SPARE
SPARE	20	1		19	0			0			20	20	1		SPARE
SPARE	20	1		21		0			0		22	20	1		SPARE
SPARE	20	1		23			0			0	24	20	1		SPARE
SPARE	20	1		25	0			0			26	20	1		SPARE
SPARE	20	1		27		0			0		28	20	1		SPARE
SPARE	20	1		29			0			0	30	20	1		SPARE
SPARE	20	1		31	0			0			32	20	1		SPARE
SPARE	20	1		33		0			0		34	20	1		SPARE
SPARE	20	1		35			0			0	36	20	1		SPARE
F-21	15	1		37	864			0			38	20	1		SPARE
				39		2184			0		40	20	1		SPARE
CU-21	35	2		41			2184			720	42	20	1		TELECOMMUNICATIONS BOARD "T1C"
				LEFT SUB TOTAL	864	2184	2184	10	216	720	RIGHT SUB TOTAL				
				FEED-THRU TOTAL											
ENCLOSURE:				TOTAL	874	2400	2904								
				AMPS PER PHASE	7	20	24								

NEMA RATING: 1 | TOTAL CONNECT LOAD (kVA): 6

FEEDER: ☐ TOP ☒ BOTTOM | TOTAL CONNECT LOAD (AMPS): 17

MOUNTING: ☐ FLUSH ☒ SURFACE

GENERAL NOTES:
1. LABEL PANEL WITH ENGRAVED NAME TAGS.

PANEL SCHEDULE

PANEL NAME: L0B2 | VOLTS: 120/208 | TYPE: ☒ BOLT ON ☐ PLUG ON ☐ FUSIBLE | BUS: ☐ COPPER BUS ☒ ALUMINUM BUS ☒ GROUND BUS ☒ ISOLATED GROUND BUS | LUGS: ☐ SUB FEED LUGS (TOP) ☐ SUB FEED LUGS (BOTTOM) ☐ FEED THRU LUGS (TOP) ☒ FEED THRU LUGS (BOTTOM) ☒ MAIN LUGS ONLY (TOP) ☐ MAIN LUGS ONLY (BOTTOM)

BUS RATING: 125A | PHASE: 3 | MAIN BREAKER: N/A | WIRE: 4 | SPD: ☒ TYPE 1 ☐ TYPE 2 ☐ TYPE 3 | EQUIPMENT RATING: 22k AIC | EST. SC: 13.31kA | EST. ARC FLASH: 0.2 cal/cm^2

BRANCH BREAKERS

BREAKER DESCRIPTION	AMPS	POLE	NOTE	CIR. NO.	LEFT PHASE LOAD A	LEFT PHASE LOAD B	LEFT PHASE LOAD C	RIGHT PHASE LOAD A	RIGHT PHASE LOAD B	RIGHT PHASE LOAD C	CIR. NO.	AMPS	POLE	NOTE	BREAKER DESCRIPTION
				1	0			10			2	20	1		EMERGENCY LIGHTING
SPD (TYPE 1)	30	3		3		0			216		4	20	1		RESTROOM LTS & CO
				5			0			0	6	20	1		SPARE
SPARE	20	1		7	0			0			8	20	1		SPARE
SPARE	20	1		9		0			0		10	20	1		SPARE
SPARE	20	1		11			0			0	12	20	1		SPARE
SPARE	20	1		13	0			0			14	20	1		SPARE
SPARE	20	1		15		0			0		16	20	1		SPARE
SPARE	20	1		17			0			0	18	20	1		SPARE
SPARE	20	1		19	0			0			20	20	1		SPARE
SPARE	20	1		21		0			0		22	20	1		SPARE
SPARE	20	1		23			0			0	24	20	1		SPARE
SPARE	20	1		25	0			0			26	20	1		SPARE
SPARE	20	1		27		0			0		28	20	1		SPARE
SPARE	20	1		29			0			0	30	20	1		SPARE
SPARE	20	1		31	0			0			32	20	1		SPARE
SPARE	20	1		33		0			0		34	20	1		SPARE
SPARE	20	1		35			0			0	36	20	1		SPARE
F-22	15	1		37	864			0			38	20	1		SPARE
				39		2184			0		40	20	1		SPARE
CU-22	35	2		41			2184			720	42	20	1		TELECOMMUNICATIONS BOARD "T1D"
				LEFT SUB TOTAL	864	2184	2184	10	216	720	RIGHT SUB TOTAL				
				FEED-THRU TOTAL											
ENCLOSURE:				TOTAL	874	2400	2904								
				AMPS PER PHASE	7	20	24								

NEMA RATING: 1 | TOTAL CONNECT LOAD (kVA): 6

FEEDER: ☐ TOP ☒ BOTTOM | TOTAL CONNECT LOAD (AMPS): 17

MOUNTING: ☐ FLUSH ☒ SURFACE

GENERAL NOTES:
1. LABEL PANEL WITH ENGRAVED NAME TAGS.

PANEL SCHEDULE

PANEL NAME: L0A1 | VOLTS: 120/208 | TYPE: ☒ BOLT ON ☐ PLUG ON ☐ FUSIBLE | BUS: ☐ COPPER BUS ☒ ALUMINUM BUS ☒ GROUND BUS ☒ ISOLATED GROUND BUS | LUGS: ☐ SUB FEED LUGS (TOP) ☐ SUB FEED LUGS (BOTTOM) ☐ FEED THRU LUGS (TOP) ☒ FEED THRU LUGS (BOTTOM) ☒ MAIN LUGS ONLY (TOP) ☐ MAIN LUGS ONLY (BOTTOM)

BUS RATING: 125A | PHASE: 3 | MAIN BREAKER: N/A | WIRE: 4 | SPD: ☒ TYPE 1 ☐ TYPE 2 ☐ TYPE 3 | EQUIPMENT RATING: 10k AIC | EST. SC: 6.04kA | EST. ARC FLASH: 6.8 cal/cm^2

BRANCH BREAKERS

BREAKER DESCRIPTION	AMPS	POLE	NOTE	CIR. NO.	LEFT PHASE LOAD A	LEFT PHASE LOAD B	LEFT PHASE LOAD C	RIGHT PHASE LOAD A	RIGHT PHASE LOAD B	RIGHT PHASE LOAD C	CIR. NO.	AMPS	POLE	NOTE	BREAKER DESCRIPTION
				1	0			10			2	20	1		EMERGENCY LIGHTING
SPD (TYPE 1)	30	3		3		0			216		4	20	1		RESTROOM LTS & CO
				5			0			0	6	20	1		SPARE
SPARE	20	1		7	0			0			8	20	1		SPARE
SPARE	20	1		9		0			0		10	20	1		SPARE
SPARE	20	1		11			0			0	12	20	1		SPARE
SPARE	20	1		13	0			0			14	20	1		SPARE
SPARE	20	1		15		0			0		16	20	1		SPARE
SPARE	20	1		17			0			0	18	20	1		SPARE
SPARE	20	1		19	0			0			20	20	1		SPARE
SPARE	20	1		21		0			0		22	20	1		SPARE
SPARE	20	1		23			0			0	24	20	1		SPARE
SPARE	20	1		25	0			0			26	20	1		SPARE
SPARE	20	1		27		0			0		28	20	1		SPARE
SPARE	20	1		29			0			0	30	20	1		SPARE
SPARE	20	1		31	0			0			32	20	1		SPARE
SPARE	20	1		33		0			0		34	20	1		SPARE
SPARE	20	1		35			0			0	36	20	1		SPARE
F-19	15	1		37	864			0			38	20	1		SPARE
				39		2184			0		40	20	1		SPARE
CU-19	35	2		41			2184			720	42	20	1		TELECOMMUNICATIONS BOARD "T1A"
				LEFT SUB TOTAL	864	2184	2184	10	216	720	RIGHT SUB TOTAL				
				FEED-THRU TOTAL											
ENCLOSURE:				TOTAL	874	2400	2904								
				AMPS PER PHASE	7	20	24								

NEMA RATING: 1 | TOTAL CONNECT LOAD (kVA): 6

FEEDER: ☐ TOP ☒ BOTTOM | TOTAL CONNECT LOAD (AMPS): 17

MOUNTING: ☐ FLUSH ☒ SURFACE

GENERAL NOTES:
1. LABEL PANEL WITH ENGRAVED NAME TAGS.

PANEL SCHEDULE

PANEL NAME: L0A2 | VOLTS: 120/208 | TYPE: ☒ BOLT ON ☐ PLUG ON ☐ FUSIBLE | BUS: ☐ COPPER BUS ☒ ALUMINUM BUS ☒ GROUND BUS ☒ ISOLATED GROUND BUS | LUGS: ☐ SUB FEED LUGS (TOP) ☐ SUB FEED LUGS (BOTTOM) ☐ FEED THRU LUGS (TOP) ☒ FEED THRU LUGS (BOTTOM) ☒ MAIN LUGS ONLY (TOP) ☐ MAIN LUGS ONLY (BOTTOM)

BUS RATING: 125A | PHASE: 3 | MAIN BREAKER: N/A | WIRE: 4 | SPD: ☒ TYPE 1 ☐ TYPE 2 ☐ TYPE 3 | EQUIPMENT RATING: 10k AIC | EST. SC: 7.75kA | EST. ARC FLASH: 0.1 cal/cm^2

BRANCH BREAKERS

BREAKER DESCRIPTION	AMPS	POLE	NOTE	CIR. NO.	LEFT PHASE LOAD A	LEFT PHASE LOAD B	LEFT PHASE LOAD C	RIGHT PHASE LOAD A	RIGHT PHASE LOAD B	RIGHT PHASE LOAD C	CIR. NO.	AMPS	POLE	NOTE	BREAKER DESCRIPTION
				1	0			10			2	20	1		EMERGENCY LIGHTING
SPD (TYPE 1)	30	3		3		0			216		4	20	1		RESTROOM LTS & CO
				5			0			0	6	20	1		SPARE
SPARE	20	1		7	0			0			8	20	1		SPARE
SPARE	20	1		9		0			0		10	20	1		SPARE
SPARE	20	1		11			0			0	12	20	1		SPARE
SPARE	20	1		13	0			0			14	20	1		SPARE
SPARE	20	1		15		0			0		16	20	1		SPARE
SPARE	20	1		17			0			0	18	20	1		SPARE
SPARE	20	1		19	0			0			20	20	1		SPARE
SPARE	20	1		21		0			0		22	20	1		SPARE
SPARE	20	1		23			0			0	24	20	1		SPARE
SPARE	20	1		25	0			0			26	20	1		SPARE
SPARE	20	1		27		0			0		28	20	1		SPARE
SPARE	20	1		29			0			0	30	20	1		SPARE
SPARE	20	1		31	0			0			32	20	1		SPARE
SPARE	20	1		33		0			0		34	20	1		SPARE
SPARE	20	1		35			0			0	36	20	1		SPARE
F-20	20	1		37	1920			0			38	20	1		SPARE
				39		3744			0		40	20	1		SPARE
CU-20	60	2		41			3744			720	42	20	1		TELECOMMUNICATIONS BOARD "T1B"
				LEFT SUB TOTAL	1920	3744	3744	10	216	720	RIGHT SUB TOTAL				
				FEED-THRU TOTAL											
ENCLOSURE:				TOTAL	1930	3960	4464								
				AMPS PER PHASE	16	33	37								

NEMA RATING: 1 | TOTAL CONNECT LOAD (kVA): 10

FEEDER: ☐ TOP ☒ BOTTOM | TOTAL CONNECT LOAD (AMPS): 29

MOUNTING: ☐ FLUSH ☒ SURFACE

GENERAL NOTES:
1. LABEL PANEL WITH ENGRAVED NAME TAGS.

MIXED USE DEVELOPMENT

4TH & MAIN ST.
KETCHUM, BLAINE COUNTY
IDAHO 83340

Prepared For: SOLSTICE DEVELOPMENT
4686 HIGHLAND DR. #224
MILLCREEK, UT 84117

P|H ARCHITECTS

38 Taunton Hill Road
Newtown, Connecticut 06470
203-426-6500 tel. 203-426-6503 fax
ph-archs.com

Site Plan

Project Team:

Architect and Planner:
P H Architects, LLC
38 Taunton Hill Road
Newtown, Connecticut 06470
(203) 426-6500 tel.
(203) 426-6503 fax
Civil Engineer:
Galena Engineering, Inc.
317 North River Street
Hailey, Idaho 83333
(208) 725-0988 tel.
(208) 725-0972 fax
Landscape Architect
Eggers Associates, Landscape Architecture
560 North Second Avenue
Ketchum, Idaho 83340
(208) 725-0988 tel.
(208) 725-0972 fax
Electrical Engineer:
Taft Engineering, LLC
8610 South Sandy Parkway, Suite #200
Sandy, Utah 84070
(801) 566-8012 tel.
www.tafteng.com

Seal

PROFESSIONAL ENGINEER LICENSED 14893 STATE OF IDAHO JOSEPH W. TAFT

Revisions

No.	Date	Issue
1	04-09-2022	PRE-APPLICATION COMMENTS
2	06-28-2022	SITE LIGHTING CHANGES
3	09-07-2022	PLANNER COMMENTS
4	10-25-2022	PLANNER COMMENTS
5	11-08-2022	PLANNER COMMENTS

ELECTRICAL SCHEDULES

Date: 10-25-2022 | Project No.: 01-0082-2021
Scale: SEE PLAN | CAD File Name:
Design: JWT | Checked: JWT
Sheet No.:

E802

© TAFT ENGINEERING, LLC

MASTER ELECTRICAL SPECIFICATION

GENERAL PROVISIONS

1. The Architectural General and Special Conditions for the work of this project shall be part of the Electrical Specifications. The Electrical Contractor shall examine the General and Special Conditions before submitting a proposal.
2. The General Contractor shall be responsible for all of the work included in this section. The delegation of this work to the Electrical Contractor shall not relieve the Electrical Contractor of responsibility. The Electrical Contractor and subcontractors who perform work under this section will be responsible to the General Contractor.
3. The intent of the repetition of paragraphs under the General or Special Conditions is to call particular attention to them, and it is not intended nor shall it be assumed that any other parts of the General or Special Conditions have been omitted if not repeated herein.
4. The naming of a manufacturer or brand with catalog number or other product identification without the words "or equivalent" in the specifications shall indicate that it is the only product approved for purchase. If the words "or equivalent" are used in the specification, they shall be interpreted as establishing a quality or performance standard for the material or product to be purchased. This shall indicate that the Electrical Contractor is not restricted to the use of the named and identified product if a substitute approved by the Architect/Engineer is available. However, where a substitution is requested, it will be permitted only with the written approval of the Architect/Engineer. No substitute material or product shall be ordered, fabricated, shipped, or processed in any manner prior to the approval of the Architect/ Engineer. The Electrical Contractor shall assume all responsibility for additional expenses as required to make changes from the original material or product specified. If a notice of substitution is not furnished to the Architect/Engineer within fifteen (15) days after the General Contract is awarded, then the materials or products named in the specification shall be purchased and used.
5. The Electrical Contractor shall furnish and present five (5) copies of all electrical drawings, brochures, and installation instructions relating to specified equipment, wiring devices, and accessories to the Architect/Engineer for approval and shall furnish and present five (5) copies of a schedule of the manufacturers of all items for which shop drawings or brochures are not presented. No equipment shall be ordered, purchased, or installed prior to the approval of shop drawings, brochures, installation instructions, and schedules. Approval by the Architect/Engineer is intended to establish conformance with the project design concept and the requirements of the drawings and specifications.
6. The Electrical Contractor shall examine the drawings of all trades whose work relates to or is dependent on electrical work to become fully informed of the extent and character of their specified work and be able to coordinate it while avoiding possible interference with the electrical work.
7. Before submitting the bid, the Electrical Contractor shall visit the site and examine all adjoining existing buildings, equipment, and space conditions on which his or her work is in any way dependent to anticipate any possible space restrictions or constraints that could affect timely completion of the electrical work in accordance with the intent of the specifications and drawings. The Electrical Contractor shall report to the Architect/Engineer any conditions that might prevent the specified electrical work from being performed in the manner intended. No consideration or allowance will be granted to the Electrical Contractor for failure to visit the project site, or for any alleged misunderstanding of the materials to be furnished or work to be done.

ELECTRICAL DRAWINGS AND SYMBOLS

1. The Electrical Drawings are diagrammatic and indicate the general locations of all materials, equipment, luminaires, and wiring devices. These drawings shall be followed as closely as is practical. The Electrical Contractor shall coordinate the work under this section with the architectural, plumbing, heating and air conditioning, and other trade drawings for the exact dimensions, clearances, and roughing-in locations. The Electrical Contractor shall cooperate with the other trades if field adjustments are required to accommodate the work of others.
2. The drawings and specifications are complementary, each to the other, and the work required by either shall be included in the Contract as if called for by both.
3. If directed by the Architect/Engineer, the Electrical Contractor shall, without an extra charge, make reasonable modifications in the layout as needed to prevent conflict with the work of other trades or for the workmanlike execution of the work specified.
4. The standard or modified electrical symbols used on the drawings for this project are identified in a Master Symbol List in the specifications and they are also identified where used on the drawings. Not all symbols will appear on any one drawing and some symbols may not be used at all.

WORK INCLUDED

1. The work consists of the furnishing and installing of a complete exterior and interior electrical system. The Electrical Contractor shall provide all supervision and labor, and furnish and install all materials, equipment, wiring devices, and all other fixtures and fittings as indicated on the drawings and as necessary to complete the system.
2. The intent of the specifications and drawings is to call for finished work that has been tested to demonstrate that it is operational.
3. Any apparatus, appliance, material, or work not shown on the drawings but called out in the specifications, or vice versa, or any incidental accessories necessary to complete the work in all respects and make it ready for operation, even if not specifically specified, shall be furnished, delivered, and installed by the Electrical Contractor without additional expense to the Owner.
4. Minor details not usually shown or specified, but necessary for the proper installation and operation of a system or equipment, shall be included in the Electrical Contractor's estimate, as if specified herein or shown.
5. With submission of the bid, the Electrical Contractor shall give written notice to the Architect/Engineer of any necessary items or work that have been omitted from the drawings or specifications. In the absence of such written notice, it is mutually agreed that the Electrical Contractor has included the cost of all required items in his or her proposal, and that the Electrical Contractor will be responsible for the approved satisfactory functioning of the entire system without extra compensation.

WORK NOT INCLUDED

1. The furnishing, installing, and wiring of equipment and controls that shall be performed by others as follows:
   a. Heating, ventilating, and air conditioning equipment, and electrically powered or driven major appliances requiring permanent installation, unless otherwise indicated, shall be furnished and installed by others but connected by the Electrical Contractor at the locations indicated on the drawings.

CODES AND FEES

1. All materials and workmanship shall comply with all applicable codes, state laws, local ordinances, industry standards, and electric utility and insurance carrier requirements.
2. In cases of conflict between all applicable codes, state laws, local ordinances, industry standards, and insurance carrier and electric utility requirements, the Electrical Contractor shall bear all costs related to the correction of any such conflict.
3. Noncompliance: Should the Electrical Contractor perform any work that does not comply with all applicable codes, state laws, local ordinances, industry standards, and insurance carrier and electric utility specifications, the Electrical Contractor shall bear all costs related to the correction of any such noncompliance.
4. Applicable codes, standards, and specifications shall include, but not be limited to, the building codes and industry standards, codes, and specifications listed below:
   a. Building Codes
      i. National Building Code
      ii. Local Building Codes
      iii. National Electrical Code (NEC)
      iv. State Electrical Codes
      v. Local Municipal Electrical Codes
   b. Industry Standards, Codes, and Specifications
      i. AMCA--Air Moving and Conditioning Association
      ii. ANSI--American National Standards Institute, Inc.
      iii. ASHRAE--American Society of Heating, Refrigeration, and Air Conditioning Engineers
      iv. ASME--American Society of Mechanical Engineers
      v. ASTM--American Society for Testing and Materials
      vi. EIA--Electronic Industries Association
      vii. IEEE--Institute of Electrical and Electronic Engineers
      viii. IPCEA--Insulated Power Cable Engineers Association
      ix. NEC--National Electrical Code (NFPA No. 70-2002)
      x. NEMA--National Electrical Manufacturers Association
      xi. NFPA--National Fire Protection Association, Inc.
      xii. OSHA--Occupational Safety and Health Administration
      xiii. UL--Underwriters' Laboratories Inc

BASIC ELECTRICAL MATERIALS AND WIRING DEVICES

General

1. All wire, cable, conduit, conduit fittings, cabinets, panel boxes, wiring devices, and miscellaneous hardware and fittings shall be new and undamaged, and bear the UL label where applicable, and be as specified for use in each specific location.
2. Samples of specific wire, cable, conduit, fittings, cabinets, panels, and boxes procured for use shall be made available to the Architect/Engineer for approval when requested.
3. Equipment Finish: All factory-finished electrical boxes, cabinets, and panel-boards shall be furnished in the manufacturer's standard color and finish. The Electrical Contractor shall notify the Painting Contractor when all exposed unpainted electrical equipment, except conduit, and those factory-finished cabinets and panelboards that are to be painted can be cleaned, primed as required, and finish-painted in the colors selected by the Owner in accordance with the Painting Section of these specifications.

Conduit

1. Rigid steel conduit shall be used for service entrance and main feeders, and branch circuits where shown on the drawings and in the specifications. Rigid steel conduit shall be made from low-carbon steel that has been hot-dip galvanized inside and outside, and the ends shall be threaded to accept threaded fittings. Other finishes may be substituted if approved by the Architect/Engineer. All conduit shall be UL approved.
2. Electrical metallic tubing (EMT) may be used for branch circuits and raceways other than for service entrance and main feeders, unless prohibited by the NEC or local ordinances. All EMT shall be UL-approved, pressure-connected type, and galvanized inside and outside, and shall comply with AGA C-80.3 for zinc-coated EMT with fittings of the same type, material, and finish.
3. Conduit diameters shall be as indicated on the drawings, or as stated in fill schedules in the current NEC. Provision shall be made for including a green insulated grounding conductor where specified or as shown on the drawings.
4. Conduit fittings shall be appropriate for each application, and shall be manufactured by Allied Tube and Conduit or approved equal.
5. All conduit joints shall be cut square, threaded, reamed smooth, and drawn up tight. Bends or offsets shall be made with an approved bender or hickey, or hub-type conduit fittings. The number of bends per run shall conform to those stated in the current NEC.
6. Concealed conduit systems shall be run in a direct line with long sweep bends and offsets. Exposed conduit runs shall be parallel to and at right angles to building lines, using conduit fittings for all turns and offsets.
7. Transitions between nonmetallic conduits and metallic conduits shall be made with the manufacturer's standard adapters made for this purpose.
8. Exposed conduit shall be securely fastened in place on maximum eight foot intervals. Hangers, supports, or fasteners shall be provided at each elbow and at the end of each straight run terminating at a box or cabinet. Only couplings and fittings designed specifically for the type of conduit procured shall be used. The conduit shall be supported by corrosion-resistant straps and/or clamps.
9. Conduit systems shall be installed in accordance with the current NEC to provide a continuous bond throughout the system in a neat, workmanlike manner.

Wire and Cables

1. All wire and cable shall meet all applicable specifications and standards and shall conform with the current edition of the NEC. Insulated wire shall have information including but not limited to gauge, voltage rating, insulation type, temperature rating, sheath type, permissible location, and manufacturer's name, as applicable to the type, permanently marked on the outer covering at regular intervals not exceeding 4 feet. Cable shall have information including but not limited to type, style, voltage rating, number of conductors, ground conductors, maximum voltage, UL listing, and sunlight resistance, as applicable to the type, permanently marked on the outer covering at regular intervals not exceeding 4 feet. Wire and cable shall be delivered in complete coils or reels with identifying tags stating the gauge and type of insulation.
2. Wire and cable shall be suitably protected from weather and other damage during storage and handling, and shall be in pristine condition after installation.
3. Conductors shall be soft-drawn copper conforming to ASTM B3 for solid wire and ASTM B8 for stranded wire. Stranded wire shall be No. 6 American Wire Gauge (AWG) and larger, and solid wire shall be No. 8 AWG and smaller.
4. Wire and cable shall be factory color-coded with a separate color for each phase and a neutral color used consistently throughout the system, as required by the current NEC.
5. All conductors shall be rated for 600 volts, unless otherwise specified or shown on the drawings, or for electronic or communication use.
6. Conductors for lighting, receptacles, and power branch circuits, feeders, and sub-feeders size No. 1/0 AWG and smaller shall be Type THHW flame retardant, moisture- and heat-resistant, thermoplastic insulated.
7. Conductors for feeders and subfeeders size No. 1/0 AWG and larger shall be type RHW flame retardant, moisture-resistant, thermoset insulated.
8. Branch circuits containing all electric heating elements such as electric duct coils, baseboard radiation, and cabinet unit heaters shall be Type THHN flame retardant, heat-resistant, thermoplastic insulated with a maximum operating temperature of 90 degrees C (194 degrees F).
9. Underground feeder and branch circuit wire for direct burial in earth or in conduit shall be Type UF for use in wet or dry locations.
10. Wire and cable shall be as manufactured by Southwire or approved equal.

Wire Connections

1. Joints in branch circuits shall be made only where such circuits divide as indicated on the drawings and shall consist of one through circuit to which the branch from the circuit shall be spliced. Joints in branch circuits shall not be made by fixture hangers. No splices shall be made in conductors except at outlet, junction, or splice boxes.
2. All joints or splices for No. 10 AWG conductors or smaller shall be made with UL-approved wire nuts or compression-type connectors.
3. All joints or splices for No. 8 AWG or larger conductors shall be made with a mechanical compression connector. After the conductors have been made mechanically and electrically secure, the entire joint or splice shall be covered with 3M Scotch brand No. 33 tape, or approved equal, to make the insulation value at the joint or splice equal to the insulation value of the conductors. The connectors shall be UL approved.

Junction and Pull Boxes

1. The Electrical Contractor shall furnish and install all junction and pull boxes to provide access points for pulling and feeding conductors into a raceway system. They shall be used in conduit runs where the number of bends between outlets exceeds the maximum number permitted by the current NEC. Junction and pull boxes shall be located as shown on the drawings in the sizes indicated in the junction and pull box schedule.
2. Junction and pull boxes and their covers shall be formed from sheet steel and shall have widths, heights, and depths as shown on the drawings or junction and pull box schedules and shall be finished in gray enamel paint. Boxes without hinged covers shall include covers with attached screws.
3. Junction and pull boxes shall be in industry standard sizes as manufactured by _____, or approved equivalent.

Outlet Boxes

1. Outlet boxes with the correct fitting for the application shall be located at each conductor splice point, at each outlet, switch point, or junction point, and at each pull point for the connection of conduit and other raceways. They shall also be located at all transitions from conduit to open cables. All outlet boxes for concealed wiring shall be made from galvanized- or cadmium-plated sheet steel, and they shall have a depth of at least 1.5 inches, whether single or ganged. The boxes shall be large enough size to accommodate the number of wiring devices and conductors as specified in the fill schedule of the current NEC. The depths, clamps, and number of knockouts shall be as specified in the outlet box schedule.
2. Rectangular 3- by 2-inch metal boxes shall be used for installing single switches or duplex receptacles, as specified or shown on the drawings. Two compatible boxes may be ganged together to accept two switches or two duplex receptacles at a single location or as specified or shown on the drawings.
3. Square 4- by 4-inch or 411/16-by 411/16-inch metal boxes shall be used for installing two switches or two duplex receptacles at a single location or as specified or shown on the drawings.
4. Octagonal 4- by 4-inch metal boxes shall be used for containing and protecting wire connections for ceiling- or wall-mounted luminaires as specified or shown on the drawings. The Electrical Contractor shall furnish all required telescoping metal braces, hickeys, covers, and miscellaneous hardware, as required.
5. Round ceiling metal pan boxes with diameters of 3¼ inches shall be used for containing and protecting wire connections for ceiling- or wall-mounted luminaires as specified or shown on the drawings. The Electrical Contractor shall furnish all hickeys, covers, clamps, and miscellaneous clamps, as required.
6. Telephone and communications boxes shall be as specified or shown on the drawings.
7. Outlet boxes shall be in industry standard sizes as manufactured by Thomas & Betts, or approved equivalent.

Wiring Devices

1. The wiring devices listed below by manufacturer and catalog number indicate the quality and specification grade required. In the judgment of the Electrical Contractor, wiring devices manufactured in the same style and dimensions that comply with the same tests and codes may be used without approval by the Architect/Engineer. In cases where a device is specified with only one manufacturer and catalog or part number and without the phrase "or equivalent," substitutions shall be made only with the approval of the Architect/Engineer.
   a. Wall-Mounted Switches. Where more than one flush wall switch is indicated in the same location, the switches shall be mounted in gangs under a common wallplate.

Single-Pole Switch, 20A, 120/277V	Leviton 5621 or equivalent
Two-Pole Switch, 20A, 120/277V	Leviton 5622 or equivalent
Three-Way Switch, 20A, 120/277V	Leviton 5623 or equivalent
Four-Way Switch, 20A, 120/277V	Leviton 5624 or equivalent

   b. Wall-Mounted Receptacles. Where more than one flush wall-mounted receptacle is indicated in the same location, the receptacles shall be mounted in gangs under a common wallplate.

Single Receptacle, 20A, 120V	Leviton 16341 or equivalent
Duplex Receptacle, 15A, 120V, TR	Leviton DR15S or equivalent
Duplex Receptacle, 20A, 120V	Leviton 16342 or equivalent
Duplex Receptacle (GFCI), 20A, 120V	Leviton N7899 or equivalent
Duplex Receptacle (WP/GFCI), 20A, 120V	Leviton W7899 or equivalent
Duplex Receptacle (USB), 20A 120V	Leviton TS832 or equivalent

   c. The following wiring devices are specified by only one manufacturer and catalog number; substitutions may be made only with the approval of the Architect/Engineer.

Motion Sensors (Wall)	Sensor Switch WSX-PDT or equivalent
Motion Sensors (Ceiling)	Sensor Switch CMR-PDT-9 or equivalent
Motion Sensors with Day-Lighting (Ceiling)	Sensor Switch CMP-PDT-9-ADC or equivalent

2. The Electrical Contractor shall furnish and install appropriate wallplates for all receptacles, switches, control devices, communications, and telephone outlets.
   a. The warehouse wallplates shall be made of stainless steel with a brushed finish.
   b. The office wallplates shall be made of nylon with a satin finish, and shall be in the color specified by the architect in one of the standard colors.
   c. Special markings shall be as indicated on the drawings or in the specifications.
3. Where wiring devices are installed in outlet boxes exposed to weather, the boxes, wallplates, and covers shall be approved by the Architect/Engineer for those locations.

Electrical Identification

1. The Electrical Contractor shall maintain accurate records of all deviations in work as installed from work specified on the drawings or in the specifications. On completion of the project, two (2) complete sets of marked-up prints showing these deviations shall be delivered to the Architect/Engineer.

SERVICE AND DISTRIBUTION

General

1. The Electrical Contractor shall furnish and install an electric service entrance, related distribution equipment, and an approved grounding system as shown on the drawings, and schedules shall comply with the current NEC, local and state building and electric codes, and Electric Utility specifications.
2. The Electrical Contractor shall furnish and install all required conduit, cable, and watthour meter and base provided by the Electric Utility and all equipment required by the Electric Utility for secondary service from the point of attachment to the main service panel.
3. The Electrical Contractor shall furnish and install a proper electrical ground as shown on the drawing that makes the approved connections to suitable metallic cold water piping and a properly driven approved ground rod or rods as specified by the NEC or local electric codes, whichever is more stringent.
4. The conduit used for the service entrance shall be rigid, galvanized steel conduit unless otherwise indicated on the drawings.
5. The conductors for the service entrance shall be copper Type RHW-2 or THW-2 rated at 194 degrees F (90 degrees C), unless otherwise noted.

Underground Service Connection

1. Where the Electric Utility's distribution facilities are in a zoned underground or network area, it will install, own, and maintain, at its own expense, the necessary cable system from the underground distribution line which is part of its distribution system to the Owner's point of service connection.
2. The Electrical Contractor shall contact the Electric Utility and determine the cable and conduit to be installed by the Electric Utility and the limits of its installation, ownership, and maintenance responsibilities. The Electrical Contractor shall also determine the Electric Utility's recommended position for a service end box, as necessary, where the splice is to be made.
3. The Electrical Contractor shall furnish the matching cable and conduit necessary to extend the service lateral from the service end box to the main disconnect inside the project building, as indicated in the drawings and specifications. The Owner shall maintain at his or her own expense the required service lateral from this point to his or her main disconnect.
4. Unless otherwise specified, the service lateral shall be three insulated conductors buried in a trench 2 to 4 feet deep below finished grade and a minimum of 4 inches wide.
5. The Electrical Contractor shall mount the watthour meter and base plumb and level at the distance above the finished grade specified or shown on the drawings. For 200-ampere service, the service entrance conduit shall be 2-inch galvanized steel pipe threaded into the meter base. Raintight threaded flange conduit connectors shall be located as shown on the drawings, and the metal conduit shall be strapped to the supporting wall with conduit straps not more than 54 inches apart.

Service Entrance

1. The Electrical Contractor shall provide a service entrance system as shown on the drawings and described in the specifications. The Electrical Contractor shall calculate and verify the electrical demand requirements for the building prior to the installation of electric service.
2. The electrical systems shall be a 277/480-volt, 60-Hertz, Three-phase, Four-wire service.

Grounding

1. Unless otherwise specified or determined by local building code, the Electrical Contractor shall measure ground resistance with an approved Megger ground-resistance tester to determine the requirement for more than one ground rod as specified in the current NEC.
2. In addition to the ground rod(s), the Electrical Contractor shall make approved connections to one other earth ground, a metal cold water pipe or as approved by the NEC. In no case shall a gas pipe be used as an earth ground. The grounding wire shall be at least No. 6 AWG copper protected by PVC conduit if exposed above ground at any outside location. All ground clamps shall be approved for the intended purpose.
3. If a second ground rod is specified, it shall be separated at least 6 feet from the first, assuming vertical orientation of the rods.

Branch-Circuit Panelboards

1. Lighting and appliance branch-circuit panelboards shall be made from cold-rolled steel and shall be finish painted in the manufacturer's colors. It shall consist of three main parts: front cover, inner cover, and backpan built to accept bolt on molded branch circuit breakers.
2. The branch-circuit panelboard shall be equipped with parallel hot buses with sufficient stabs to accept the number and type of circuit breakers specified for the project and have room to spare for later expansion. The back pan shall contain a rail for effective clamping of all circuit breakers. The parallel neutral/ground buses shall be made from solid, rectangular copper alloy with screw-type wire terminals. The backpan shall be large enough to provide adequate gutter space around the busbars for the anticipated wire fill. It shall have sufficient knockouts for the number and position of cables specified. The front cover shall be provided with a secure latch and concealed hinges.
3. The branch-circuit panelboard shall be UL listed for indoor applications, bear the UL label, and meet NEMA and ANSI requirements. It shall also conform to the current NEC for switchboards and panelboards and the installation of overcurrent devices.
4. The branch-circuit panelboard shall be NEMA Type 1, unless noted otherwise, and as manufactured by Cutler-Hammer, Siemens, GE, Square-D or approved equivalent, and shall be fully assembled with all hot and neutral/ground buses, gutter posts, tie bar, and other ancillary fittings. It shall be durably marked in accordance with the current NEC.
5. The Electrical Contractor shall make every reasonable effort to balance the load to the satisfaction of the Electric Utility. The Electrical Contractor shall complete the panelboard directory on the inner face of the front cover legibly to identify all circuits in a permanent manner, as approved by the Owner.

Overcurrent Protective Devices

1. The Electrical Contractor shall furnish and install, where indicated on the drawing or as required by the current NEC, main and branch circuit breakers. The breakers shall be capable of manual operation and opening all poles simultaneously. The tripping mechanism shall operate thermally, magnetically, or both, shall open instantaneously on short circuits, and have a time delay on overcurrent. The circuit breakers shall be of the type shown on the drawings or called out in the protective device schedule.

Lighting

1. The Electrical Contractor shall furnish, install, and wire all permanent luminaires as shown on the drawings or as listed in the luminaire schedule and shall install all required lamps, lenses, reflectors, protective covers, and decorative components.
2. Luminaires shall be of the types, and sizes, with the specified lamping, in the wattage ratings, shown on the drawings or as listed in the luminaire schedule. The Electrical Contractor may furnish luminaires that meet current commercial electrical and mechanical standards for quality and the specified illumination requirements as listed in the luminaire schedule from the product selections of different manufacturers. However, at the Architect/Engineer's request, the Electrical Contractor shall submit for approval one sample of each luminaire specified.
3. If a luminaire is specified only by a single manufacturer and model number for reasons of appearance, style, or specialized function, and that product is not available commercially, the Electrical Contractor may make a reasonable substitution only with the approval of the Architect/Engineer.
4. The material and workmanship of the luminaires shall be quality products in accordance with commercial standards. By mutual agreement with the Electrical Contractor, the Owner reserves the right to request replacements for any luminaire furnished that is damaged, defective, or poorly finished or otherwise fails to meet the accepted commercial standards for that grade of product, provided that the Electrical Contractor is notified prior to the installation of said luminaire.
5. The Electrical Contractor shall assemble custom-made luminaires furnished disassembled by others following approved assembly instructions and/or shop drawings, and install and wire them where and as specified.
6. The Electrical Contractor shall coordinate the furnishing and installation of luminaires with the completion of the project to avoid interference with the work of other trades, unless otherwise required by the specifications. The Electrical Contractor shall keep all luminaires delivered to the job site in their protective cartons or packages to protect them from dust or damage prior to installation.

Lamps

1. All luminaires shall be lamped as indicated on the lighting fixture schedule. All lamps shall be new and unused and shall have the style, shapes, special properties, wattage ratings, and spectral colors specified. Lamps installed shall not exceed the wattage ratings recommended by the luminaire manufacturer. All fluorescent lamps shall be matched with the appropriate electronic or magnetic ballasts, as recommended by the luminaire manufacturer. Lamps shall be purchased from recognized commercial manufacturers or vendors.
2. At the time of the acceptance of the building, the Electrical Contractor shall have all luminaires lamped, cleaned, and assembled with all reflectors, domes, or light shields, and be prepared to demonstrate their proper operation to the satisfaction of the Architect/Engineer and Owner.

MIXED USE DEVELOPMENT

4TH & MAIN ST.
KETCHUM, BLAINE COUNTY
IDAHO 83340

Prepared For: SOLSTICE DEVELOPMENT
4686 HIGHLAND DR. #224
MILLCREEK, UT 84117

P|H
ARCHITECTS
38 Taunton Hill Road
Newtown, Connecticut 06470
203-426-6500 tel. 203-426-6503 fax
ph-archs.com

Site Plan

Project Team:

Architect and Planner:
P H Architects, LLC
38 Taunton Hill Road
Newtown, Connecticut 06470
(203) 426-6500 tel.
(203) 426-6503 fax

Civil Engineer:
Galena Engineering, Inc.
317 North River Street
Hailey, Idaho 83333
(208) 725-0988 tel.
(208) 725-0972 fax

Landscape Architect
Eggers Associates, Landscape Architecture
560 North Second Avenue
Ketchum, Idaho 83340
(208) 725-0988 tel.
(208) 725-0972 fax

Electrical Engineer:
Taft Engineering, LLC
8610 South Sandy Parkway, Suite #200
Sandy, Utah 84070
(801) 566-8012 tel.
www.tafteng.com

Seal

Revisions

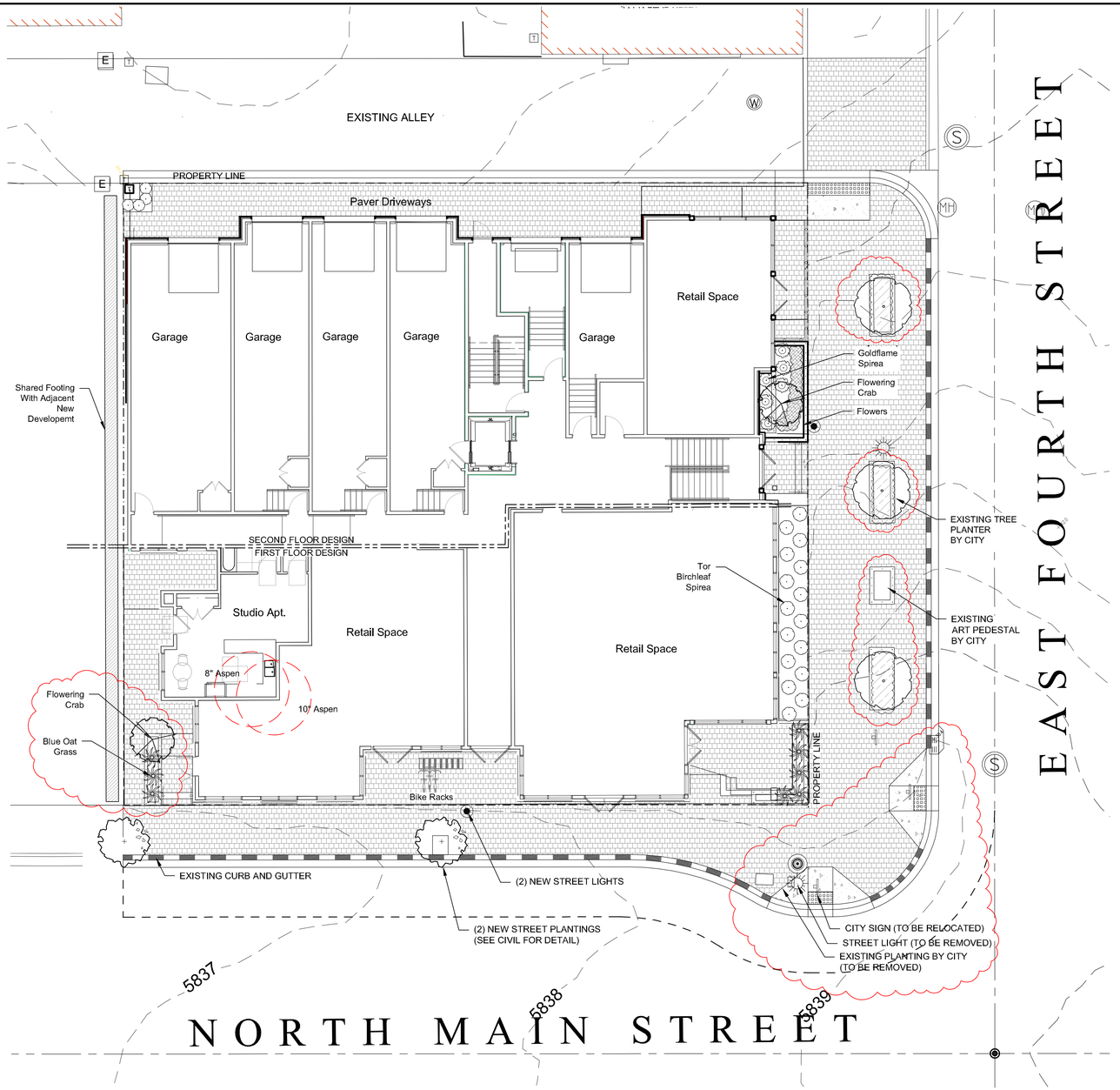
No.	Date	Issue
1	04-09-2022	PRE-APPLICATION COMMENTS
2	06-28-2022	SITE LIGHTING CHANGES
3	09-07-2022	PLANNER COMMENTS
4	10-25-2022	PLANNER COMMENTS
5	11-08-2022	PLANNER COMMENTS

ELECTRICAL SPECIFICATIONS

Date: 10-25-2022
Project No.: 01-0082-2021
Scale: SEE PLAN
CAD File Name:
Design: JWT
Checked: JWT
Sheet No.:

E901

© TAFT ENGINEERING, LLC



NOTE:
Per Ketchum Code,
Two Trees To Be
Removed Will Be
Replaced With Two
New Trees On Site.

Plan Legend

- Property Line
- Utilities
- Light Post
- Side Walk Pavers
- Concrete

Existing Tree Legend

- Existing Deciduous Tree (To Be Removed)
- Existing Deciduous Street Tree
- Existing Street Planting

Plant Legend

Symbol	Qty.	Species	Size
	2	*Autumn Blaze Maple*	*3" Cal*
	2	*Flowering Crab*	*3" Cal*
	6	*GoldFlame Spirea*	*5 Gal.*
	18	*Tor Birchleaf Spirea*	*5 Gal.*
	9	*Blue Oat Grass*	*5 Gal.*
	60 sq.ft.	*Groundcover/ Kinnikinnick*	*1 Gal.*

0 5 10 20 30

Scale: 1" = 10' - 0"

RVSD - 01/31/23

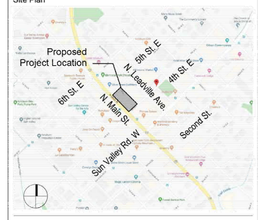
MIXED USE DEVELOPMENT

4TH & MAIN ST.
KETCHUM, BLAINE COUNTY,
IDAHO 84117

Prepared For: SOLSTICE DEVELOPMENT
4686 HIGHLAND DR. #224
MILLCREEK, UT 84117

P|H
ARCHITECTS
38 Taunton Hill Road
Newtown, Connecticut 06470
203-426-6500 tel. 203-426-6503 fax
ph-archs.com

Site Plan



Project Team:

Architect and Planner:
P H Architects, LLC
38 Taunton Hill Road
Newtown, Connecticut 06470
(203) 426-6500 tel.
(203) 426-6503 fax

Civil Engineer:
Galena Engineering, Inc.
317 North River Street
Hailey, Utah 83333
(208) 788-1705 tel.

Landscape Architect:
Eggers Associates, Landscape Architecture
560 North Second Avenue
Ketchum, Idaho 83340
(208) 725-0968 tel.
(208) 725-0972 fax

EGGERS ASSOCIATES PA
landscape architecture
P.O. Box 933
Ketchum, ID. 83340
T (208) 725-0968
F (208) 725-0972

STATE OF IDAHO
ALBERT J. EGGERS
LA - 218
LICENSED LANDSCAPE ARCHITECT

Seal

LICENSED ARCHITECT
AR 986736
PETER PAULOS JR.
STATE OF IDAHO

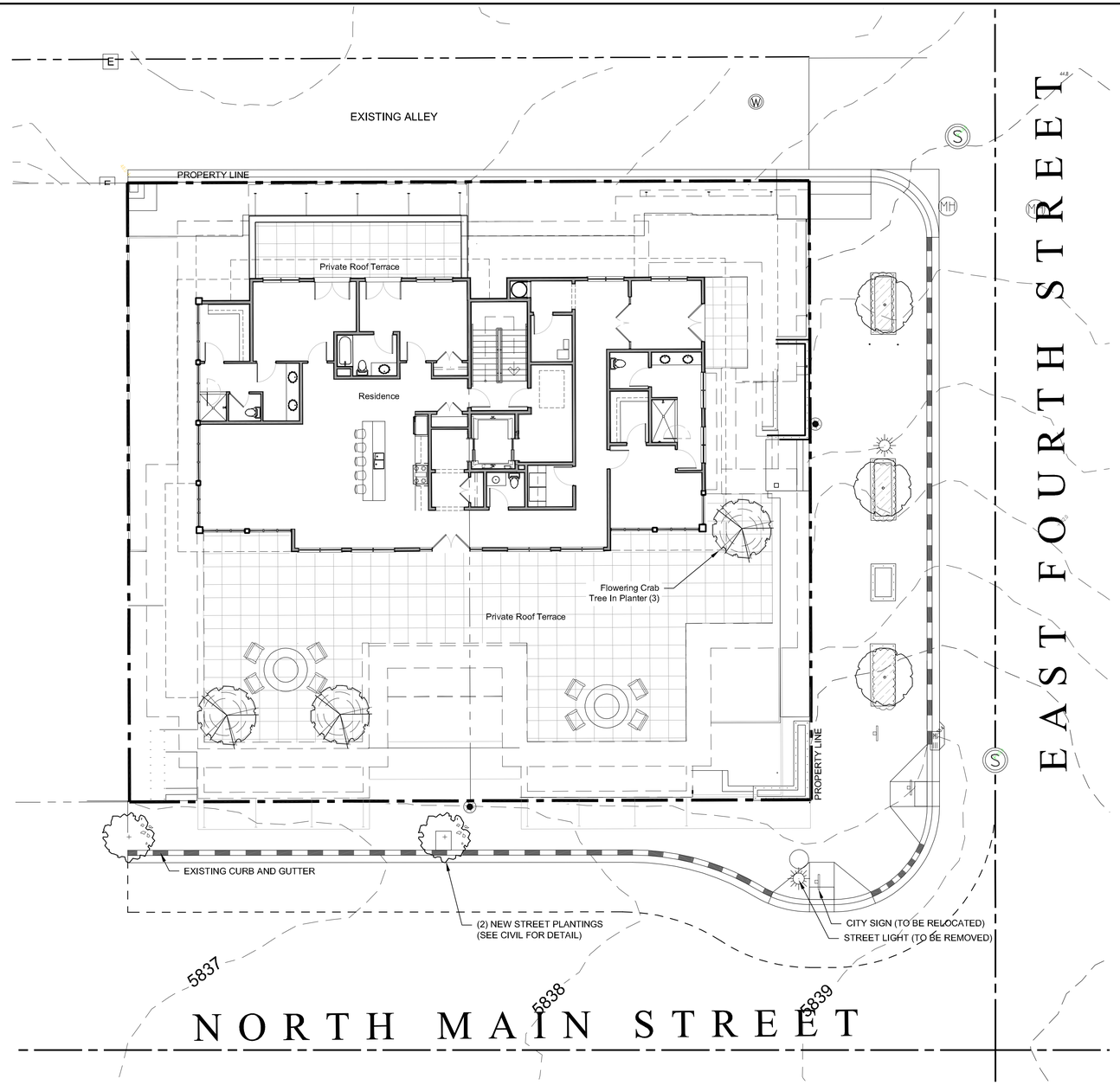
Revisions

No.	Date	Issue
4.	2020/05/12	GRADING COORDINATION
5.	2020/05/14	COMMISSION RESUBMISSION
6.	2021/12/23	RVSD
7.	2022/02/24	RVSD
8.	2022/06/03	RVSD
9.	2022/09/09	RVSD
9.	2023/01/31	RVSD

Landscape Plan Level 01 & 02

Date: 01/31/23
Scale: 1" = 10'
Design:
Project No.: 20-001
CAD File Name:
Checked:
Sheet No.:

• PH ARCHITECTS, LLC



Plan Legend

- Property Line
- Utilities
- Light Post

Plant Legend

Symbol	Qty.	Species	Size
	3	Flowering Crab	1 1/2" Cal

0 5 10 20 30

Scale: 1" = 10' - 0"

RVSD - 01/31/23

MIXED USE DEVELOPMENT

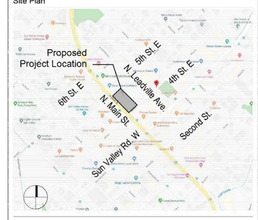
4TH & MAIN ST.
KETCHUM, BLAINE COUNTY,
IDAHO 84117

Prepared For:
SOLSTICE DEVELOPMENT
4686 HIGHLAND DR. #224
MILLCREEK, UT 84117

P|H ARCHITECTS

38 Taunton Hill Road
Newtown, Connecticut 06470
203-426-6500 tel. 203-426-6503 fax
ph-archs.com

Site Plan



Project Team:

Architect and Planner:
P H Architects, LLC
38 Taunton Hill Road
Newtown, Connecticut 06470
(203) 426-6500 tel.
(203) 426-6503 fax

Civil Engineer:
Galena Engineering, Inc.
317 North River Street
Hailey, Utah 83333
(208) 788-1705 tel.

Landscape Architect:
Eggers Associates, Landscape Architecture
560 North Second Avenue
Ketchum, Idaho 83340
(208) 725-0988 tel.
(208) 725-0972 fax

EGGERS ASSOCIATES P.A.
landscape architecture
P.O. Box 953
Ketchum, ID. 83340
T (208) 725-0988
F (208) 725-0972

Seal

LICENSED ARCHITECT
AR 986736
PETER PAULOS JR.
STATE OF IDAHO

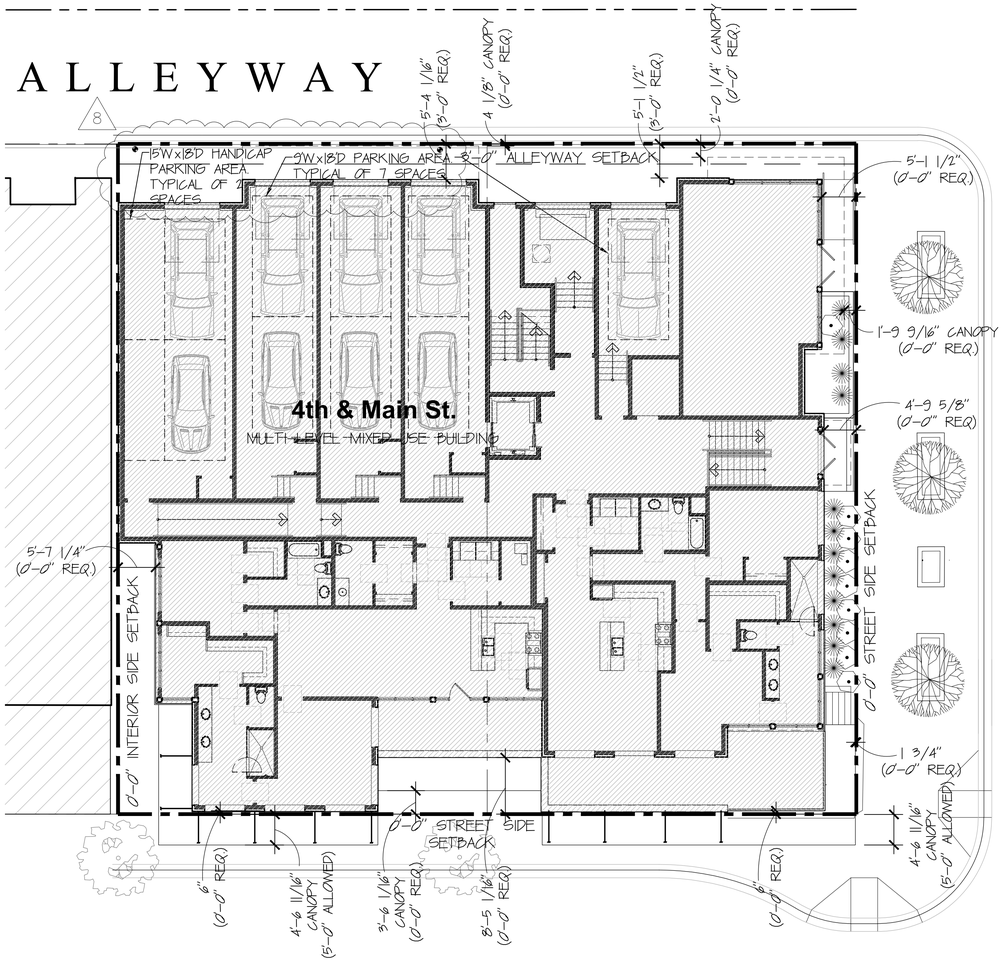
Revisions

No.	Date	Issue
4.	2020/05/12	GRADING COORDINATION
5.	2020/05/14	COMMISSION RESUBMISSION
6.	2021/12/23	RVSD
7.	2022/02/24	RVSD
8.	2022/06/03	RVSD
9.	2022/09/09	RVSD
9.	2023/01/31	RVSD

Landscape Plan Level 04

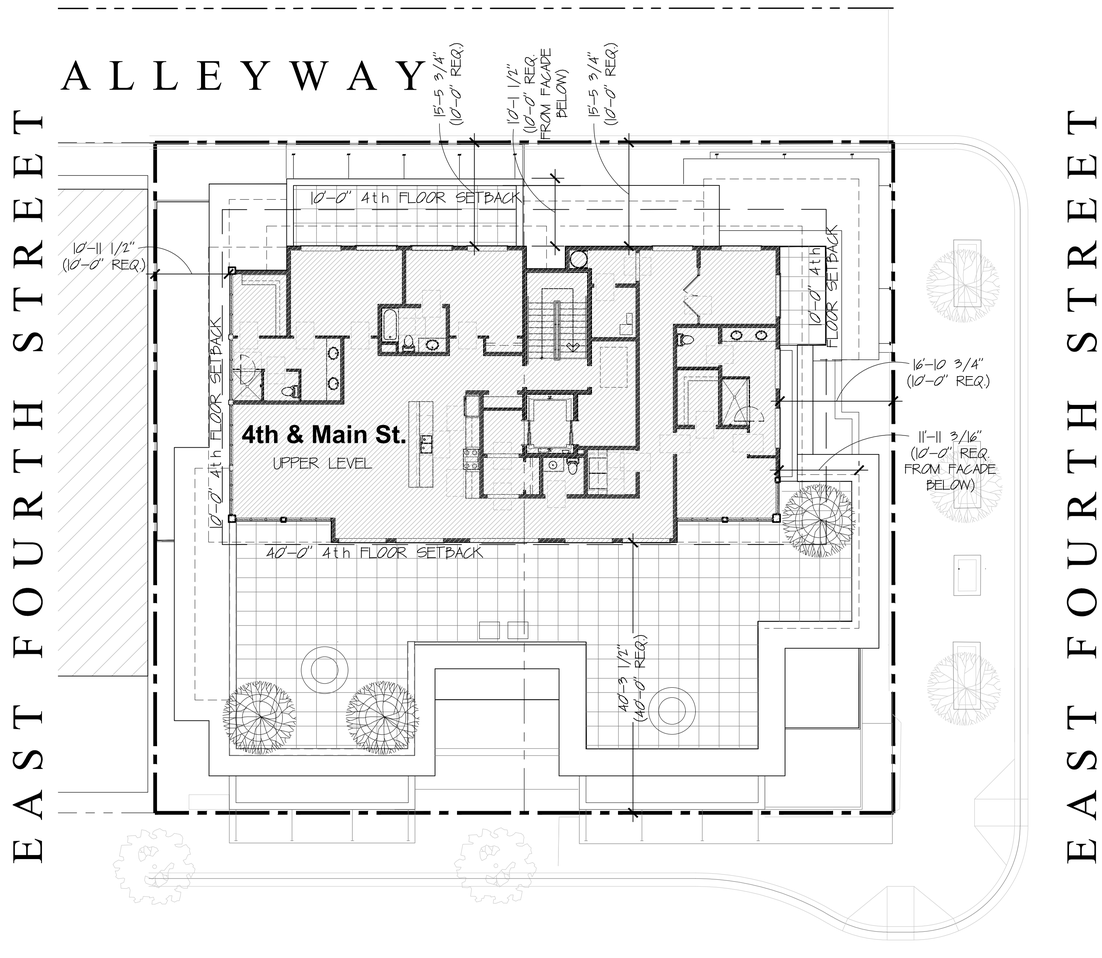
Date: 01/31/23
Project No.: 20-001
Scale: 1" = 10'
CAD File Name:
Design:
Checked:
Sheet No.:

• P H ARCHITECTS, LLC



1 / CD1.0 MAIN STREET LEVEL SETBACK PLAN

SCALE: 3/32"=1'-0"



2 / CD1.0 UPPER LEVEL SETBACK PLAN

SCALE: 3/32"=1'-0"

THIS DOCUMENT, AND THE IDEAS AND DESIGNS INCORPORATED HEREIN, AS AN INSTRUMENT OF PROFESSIONAL SERVICE, IS THE PROPERTY OF P H ARCHITECTS L.L.C. AND IS NOT TO BE USED, IN WHOLE OR IN PART, FOR ANY OTHER PROJECT WITHOUT THE WRITTEN AUTHORIZATION OF P H ARCHITECTS L.L.C.

WORK SHALL CONFORM TO APPLICABLE CODES AND REQUIREMENTS OF UTILITIES AND AUTHORITIES HAVING JURISDICTION.

DO NOT SCALE THE DRAWINGS.

VERIFY ALL DIMENSIONS IN THE FIELD. REPORT DISCREPANCIES.

MIXED USE DEVELOPMENT

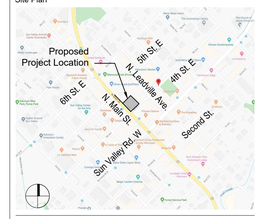
4TH & MAIN ST.
KETCHUM, BLAINE COUNTY, IDAHO 84117

Prepared For: SOLSTICE DEVELOPMENT
4686 HIGHLAND DR. #224
MILLCREEK, UT 84117

P|H ARCHITECTS

38 Taunton Hill Road
Newtown, Connecticut 06470
203-426-6500 tel. 203-426-6503 fax
ph-archs.com

Site Plan



Project Team:

Architect and Planner:
P H Architects, LLC
38 Taunton Hill Road
Newtown, Connecticut 06470
(203) 426-6500 tel.
(203) 426-6503 fax

Civil Engineer:
Galena Engineering, Inc.
317 North River Street
Hailey, Utah 83333
(208) 788-1705 tel.

Landscape Architect:
Eggers Associates, Landscape Architecture
560 North Second Avenue
Ketchum, Idaho 83340
(208) 725-0988 tel.
(208) 725-0972 fax

Seal

LICENSED ARCHITECT AR 986736
PETER PAULOS JR.
STATE OF IDAHO

Revisions

No.	Date	Issue
3.	2022/03/11	REVIEW RESPONSE
5.	2022/06/17	ZONING SUBMISSION
7.	2022/10/13	PLANNING COMMENTS
8.	2022/10/25	PLANNING COMMENTS

SETBACK PLANS

Date: 2022/03/11
Project No.: 20-001
Scale: 3/32"=1'-0"
CAD File Name: base-floor plans
Design: sbz
Checked:
Sheet No.:

CD1.0

© P H ARCHITECTS, LLC

7 5,454 GSF FIRST FLOOR
8,515 GSF SECOND FLOOR
6,764 GSF THIRD FLOOR
3,270 GSF FOURTH FLOOR
24,003 GSF TOTAL FLOOR AREA

7 24,003 GSF TOTAL FLOOR AREA = 2.18 F.A.R. 2.25 ALLOWED
10,997 SF LOT AREA

SUMMARY

GENERAL BUILDING INFORMATION

OCCUPANCY CLASS

RETAIL – MERCANTILE USE ("M")
CONDOMINIUMS – RESIDENTIAL USE ("R-2")
PARKING – LOW-HAZARD STORAGE USE ("S-2")

BUILDING CONSTRUCTION

PROTECTED WOOD CONSTRUCTION (TYPE V(A))

BUILDING VOLUME

FOUR STORIES
MAX. 17,672 SF PER FLOOR PLATE

FLOOR	GROSS SQUARE FOOTAGE PER AREA	GROSS SQUARE FOOTAGE PER FAR 6	UNITS/ BEDROOM COUNT	REMARKS
MAIN LEVEL	2,784 SQ. FT./RETAIL SPACE 976 SQ. FT./COMMUNITY HOUSING 624 SQ. FT./CIRCULATION 564 SQ. FT./CORRIDOR	5,454 SQ. FT. (INCLUDING MAIN LEVEL CIRCULATION, ELEVATOR MACHINE RM & REFUSE)	(2) – STUDIO UNITS (COMMUNITY HOUSING)	LOT SIZE: 10,997 SQ.FT. MAXIMUM FAR= 2.25 X 10,997= 24,743.25 SQ. FT.
SECOND LEVEL	2,666 SQ. FT./PARKING 662 SQ. FT./RETAIL SPACE 3,230 SQ. FT./LIVING (CONDOS) 430 SQ. FT./CIRCULATION 708 SQ. FT./CORRIDOR 545 SQ. FT./ PRIVATE ROOF TERRACE	8,515 SQ. FT. (EXCLUDING 2ND FLOOR STAIRWELLS & ELEVATOR)	(2)– 2 BEDROOM UNITS (CONDO)	
THIRD LEVEL	5,760 SQ. FT./LIVING (CONDOS) 219 SQ. FT./CIRCULATION 391 SQ. FT./CORRIDOR 1,261 SQ. FT./ PRIVATE ROOF TERRACE	6,764 SQ. FT. (EXCLUDING 3RD FLOOR STAIRWELLS FROM 2ND FLOOR & ELEVATOR)	()– 2 BEDROOM UNIT (CONDO) ()– 3 BEDROOM UNIT (CONDO)	
FOURTH LEVEL	3,039 SQ. FT./LIVING (CONDOS) 219 SQ. FT./CIRCULATION 2,847 SQ. FT./PRIVATE ROOF TERRACE	3,270 SQ. FT. (EXCLUDING 4TH FLOOR STAIRWELLS & ELEVATOR)	()– 3 BEDROOM UNIT (CONDOS)	
	TOTAL 2,666 SQ. FT./PARKING 3,446 SQ. FT./RETAIL SPACE 1,492 SQ. FT./CIRCULATION 12,209 SQ. FT./LIVING (CONDOS) 976 SQ. FT./LIVING (COMMUNITY HOUSING) 1,868 SQ. FT./CORRIDOR 4,693 SQ. FT./PRIVATE ROOF TERRACE	TOTAL PROVIDED PER FAR: 24,003 SQ. FT. FAR: 2.18 6	(3)–2 BEDROOM UNITS (CONDOS) (2)–3 BEDROOM UNITS (CONDOS) 5 TOTAL UNITS	

PARKING COUNT

COMMUNITY HOUSING		0 PARKING/UNIT [ORD. 17.125.040(C)(1)(a)]	0 PARKING NEEDED	
2 BEDROOM UNITS (CONDOS)	(2)– UNITS UNDER 2001 SF	1 PARKING/UNIT	2 PARKING NEEDED	
	(3)– UNITS OVER 2001 SF	2 PARKING/UNIT	6 PARKING NEEDED	
			8 TOTAL PARKING NEEDED	TOTAL 9 PARKING PROVIDED– UNDERGROUND PARKING (2 OF WHICH ARE HANDICAP)
RETAIL	3,446 NSQ. FT. RETAIL	1 PARKING/ 1000 SQ. FT. (INITIAL REDUCTION OF 5500 SQ. FT.)	0 PARKING NEEDED (UNDER 5500 SQ. FT.)	
			0 TOTAL PARKING NEEDED	

THIS DOCUMENT, AND THE IDEAS AND DESIGNS INCORPORATED HEREIN, AS AN INSTRUMENT OF PROFESSIONAL SERVICE, IS THE PROPERTY OF P H ARCHITECTS L.L.C. AND IS NOT TO BE USED, IN WHOLE OR IN PART, FOR ANY OTHER PROJECT WITHOUT THE WRITTEN AUTHORIZATION OF P H ARCHITECTS L.L.C.

WORK SHALL CONFORM TO APPLICABLE CODES AND REQUIREMENTS OF UTILITIES AND AUTHORITIES HAVING JURISDICTION.

DO NOT SCALE THE DRAWINGS.

VERIFY ALL DIMENSIONS IN THE FIELD. REPORT DISCREPANCIES.

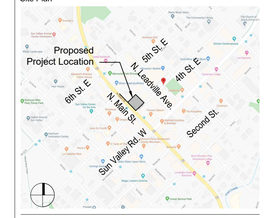
MIXED USE DEVELOPMENT

4TH & MAIN ST.
KETCHUM, BLAINE COUNTY,
IDAHO 84117

Prepared For: SOLSTICE DEVELOPMENT
4686 HIGHLAND DR. #224
MILLCREEK, UT 84117

P|H
ARCHITECTS
38 Taunton Hill Road
Newtown, Connecticut 06470
203-426-6500 tel. 203-426-6503 fax
ph-archs.com

Site Plan



Project Team:

Architect and Planner:
P H Architects, LLC
38 Taunton Hill Road
Newtown, Connecticut 06470
(203) 426-6500 tel.
(203) 426-6503 fax

Civil Engineer:
Galena Engineering, Inc.
317 North River Street
Hailey, Utah 83333
(208) 788-1705 tel.

Landscape Architect:
Eggers Associates, Landscape Architecture
560 North Second Avenue
Ketchum, Idaho 83340
(208) 725-0988 tel.
(208) 725-0972 fax

Seal

LICENSED ARCHITECT AR 986736
PETER PAULOS JR.
STATE OF IDAHO

Revisions

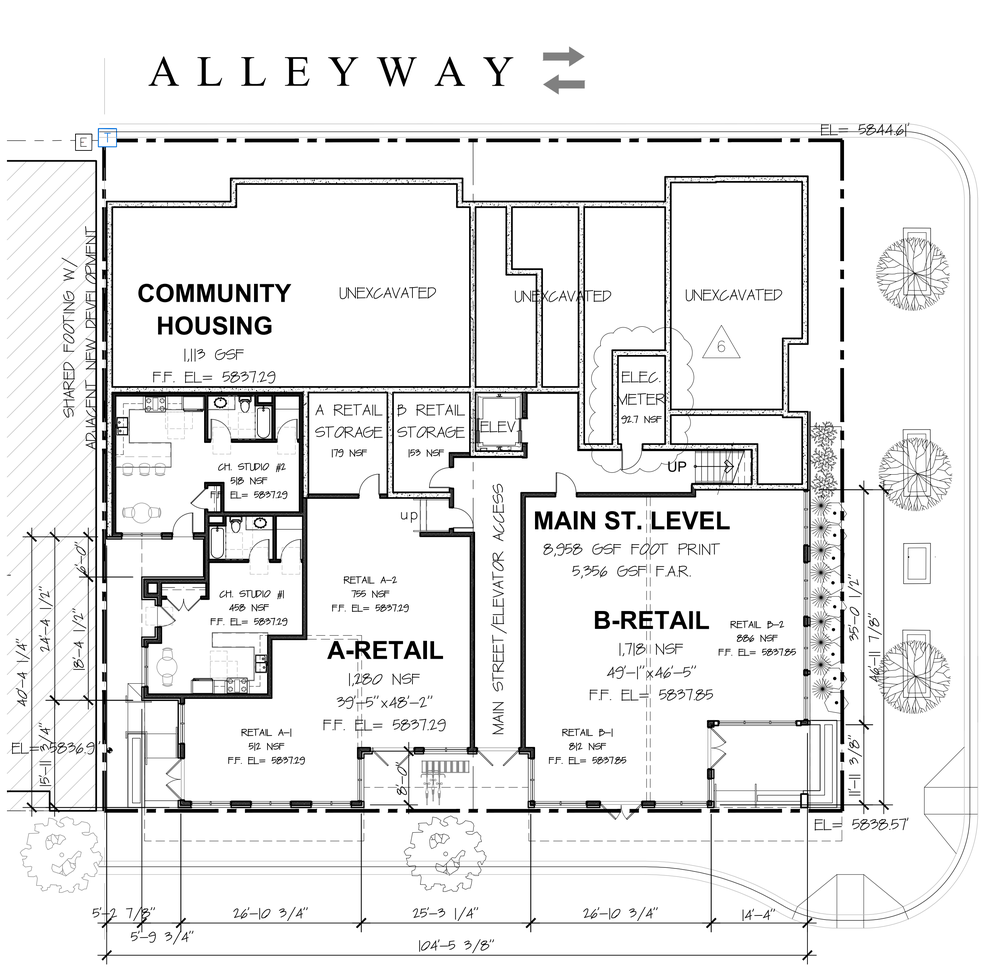
No.	Date	Issue
1.	2021/12/17	ZONING APPLICATION
2.	2022/01/03	PROJECT NARRATIVE
3.	2022/03/11	REVIEW RESPONSE
5.	2022/06/17	ZONING SUBMISSION
6.	2022/09/06	PLANNING COMMENTS
7.	2022/10/13	PLANNING COMMENTS

CODE DATA

Date: 2021/12/17
Project No.: 20-001
Scale: 3/32"=1'-0"
CAD File Name: base-floor plans
Design: sbz
Checked:
Sheet No.:

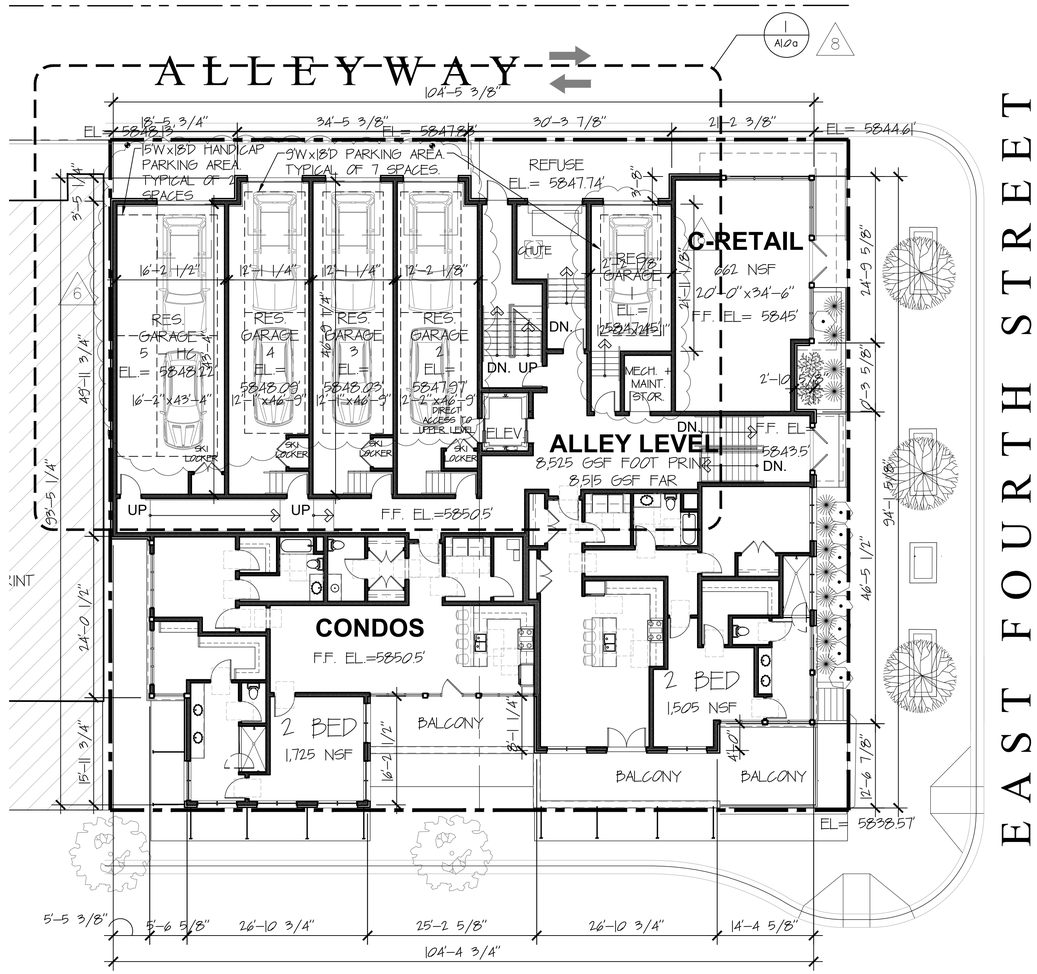
CD1.1

© P H ARCHITECTS, LLC



1 A1.0 MAIN STREET LEVEL PLAN

SCALE: 3/32"=1'-0"



2 A1.0 ALLEY LEVEL PLAN

SCALE: 3/32"=1'-0"

NORTH

THIS DOCUMENT, AND THE IDEAS AND DESIGNS INCORPORATED HEREIN, AS AN INSTRUMENT OF PROFESSIONAL SERVICE, IS THE PROPERTY OF P H ARCHITECTS L.L.C. AND IS NOT TO BE USED, IN WHOLE OR IN PART, FOR ANY OTHER PROJECT WITHOUT THE WRITTEN AUTHORIZATION OF P H ARCHITECTS L.L.C.

WORK SHALL CONFORM TO APPLICABLE CODES AND REQUIREMENTS OF UTILITIES AND AUTHORITIES HAVING JURISDICTION.

DO NOT SCALE THE DRAWINGS.

VERIFY ALL DIMENSIONS IN THE FIELD. REPORT DISCREPANCIES.

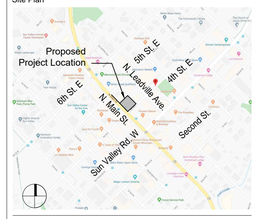
MIXED USE DEVELOPMENT

4TH & MAIN ST.
KETCHUM, BLAINE COUNTY,
IDAHO 84117

Prepared For: SOLSTICE DEVELOPMENT
4686 HIGHLAND DR. #224
MILLCREEK, UT 84117

P|H
ARCHITECTS
38 Taunton Hill Road
Newtown, Connecticut 06470
203-426-6500 tel. 203-426-6503 fax
ph-archs.com

Site Plan



Project Team:

Architect and Planner:
P H Architects, LLC
38 Taunton Hill Road
Newtown, Connecticut 06470
(203) 426-6500 tel.
(203) 426-6503 fax

Civil Engineer:
Galena Engineering, Inc.
317 North River Street
Hailey, Utah 83333
(208) 788-1705 tel.

Landscape Architect:
Eggers Associates, Landscape Architecture
560 North Second Avenue
Ketchum, Idaho 83340
(208) 725-0988 tel.
(208) 725-0972 fax

Seal

LICENSED ARCHITECT AR 986736
PETER PAULOS JR.
STATE OF IDAHO

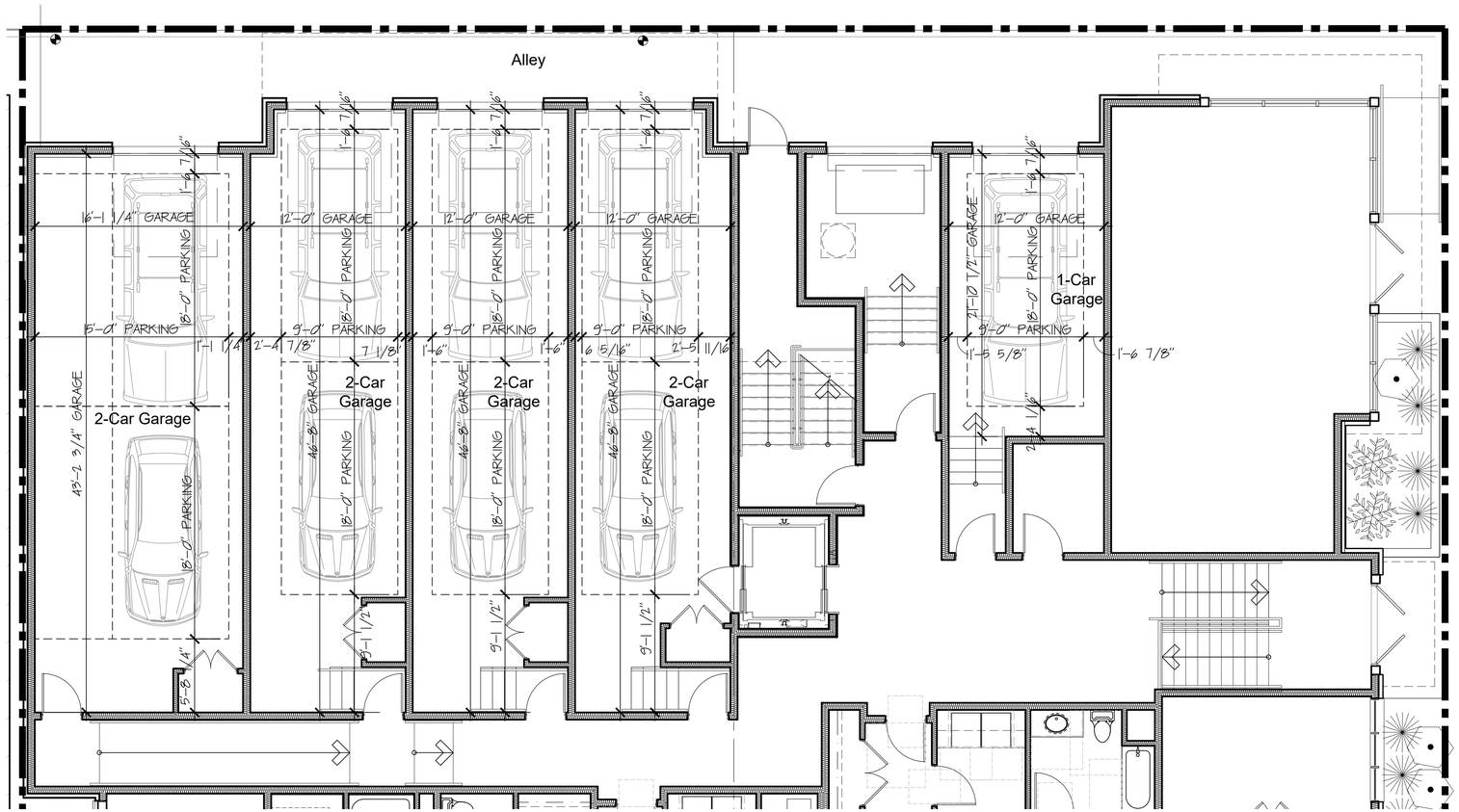
Revisions

No.	Date	Issue
1.	2021/12/17	ZONING APPLICATION
2.	2022/01/03	PROJECT NARRATIVE
3.	2022/03/11	REVIEW RESPONSE
4.	2022/04/11	CITY COMMENT REVISION
5.	2022/06/17	ZONING SUBMISSION
6.	2022/09/06	PLANNING COMMENTS
8.	2022/10/25	PLANNING COMMENTS
9.	2023/01/30	PLANNING COMMENTS

MAIN ST & ALLEY LEVEL PLAN

Date: 2022/09/06
Project No.: 20-001
Scale: 3/32"=1'-0"
CAD File Name: base-floor plans
Design: sbz
Checked:
Sheet No.: A1.0

© P H ARCHITECTS, LLC



1 A1.0a PARKING STALL DIMENSION PLAN
SCALE: 3/16"=1'-0"

NORTH

THIS DOCUMENT, AND THE IDEAS AND DESIGNS INCORPORATED HEREIN, AS AN INSTRUMENT OF PROFESSIONAL SERVICE, IS THE PROPERTY OF P H ARCHITECTS L.L.C. AND IS NOT TO BE USED, IN WHOLE OR IN PART, FOR ANY OTHER PROJECT WITHOUT THE WRITTEN AUTHORIZATION OF P H ARCHITECTS L.L.C.

WORK SHALL CONFORM TO APPLICABLE CODES AND REQUIREMENTS OF UTILITIES AND AUTHORITIES HAVING JURISDICTION.

DO NOT SCALE THE DRAWINGS.

VERIFY ALL DIMENSIONS IN THE FIELD. REPORT DISCREPANCIES.

MIXED USE DEVELOPMENT

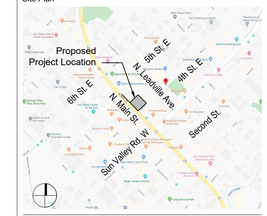
4TH & MAIN ST.
KETCHUM, BLAINE COUNTY,
IDAHO 84117

Prepared For: SOLSTICE DEVELOPMENT
4686 HIGHLAND DR. #224
MILLCREEK, UT 84117

P|H
ARCHITECTS

38 Taunton Hill Road
Newtown, Connecticut 06470
203-426-6500 tel. 203-426-6503 fax
ph-archs.com

Site Plan



Project Team:

Architect and Planner:
P H Architects, LLC
38 Taunton Hill Road
Newtown, Connecticut 06470
(203) 426-6500 tel.
(203) 426-6503 fax

Civil Engineer:
Galena Engineering, Inc.
317 North River Street
Hailey, Utah 83333
(208) 788-1705 tel.

Landscape Architect:
Eggers Associates, Landscape Architecture
560 North Second Avenue
Ketchum, Idaho 83340
(208) 725-0988 tel.
(208) 725-0972 fax

Seal

LICENSED ARCHITECT
AR 986736
PETER PAULOS JR.
STATE OF IDAHO

Revisions

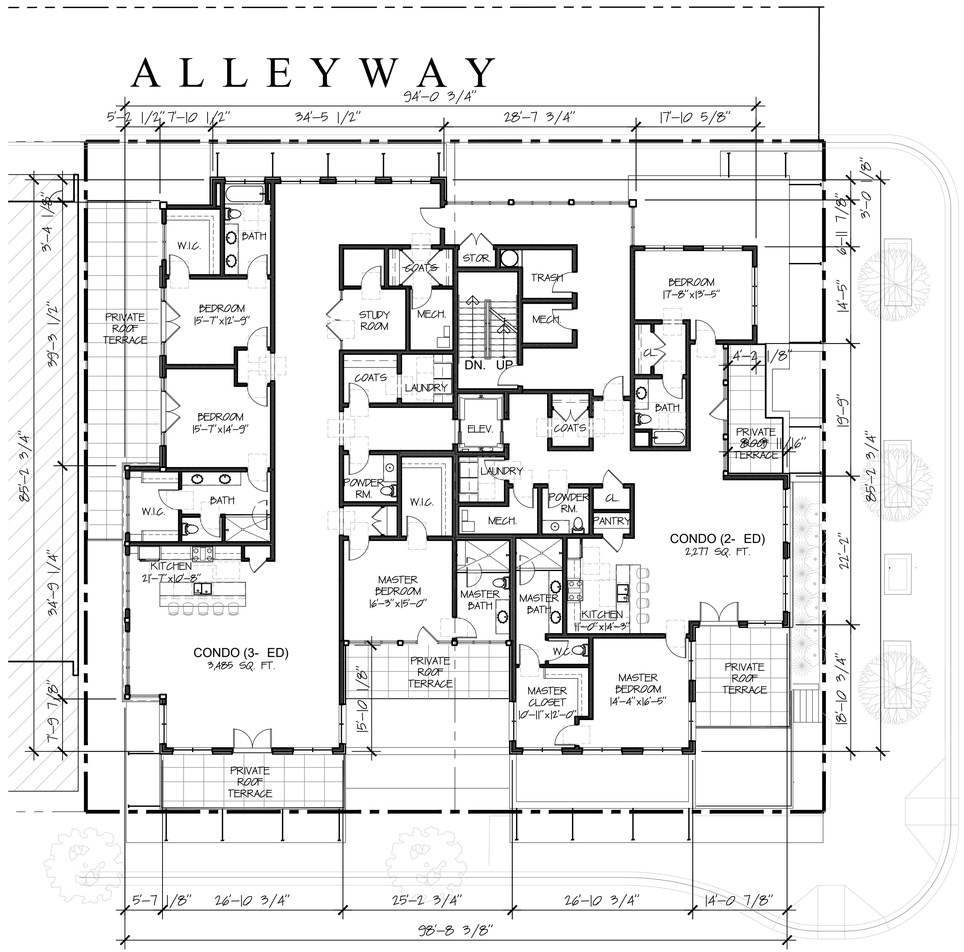
No.	Date	Issue

PARKING STALL DIMENSION PLAN

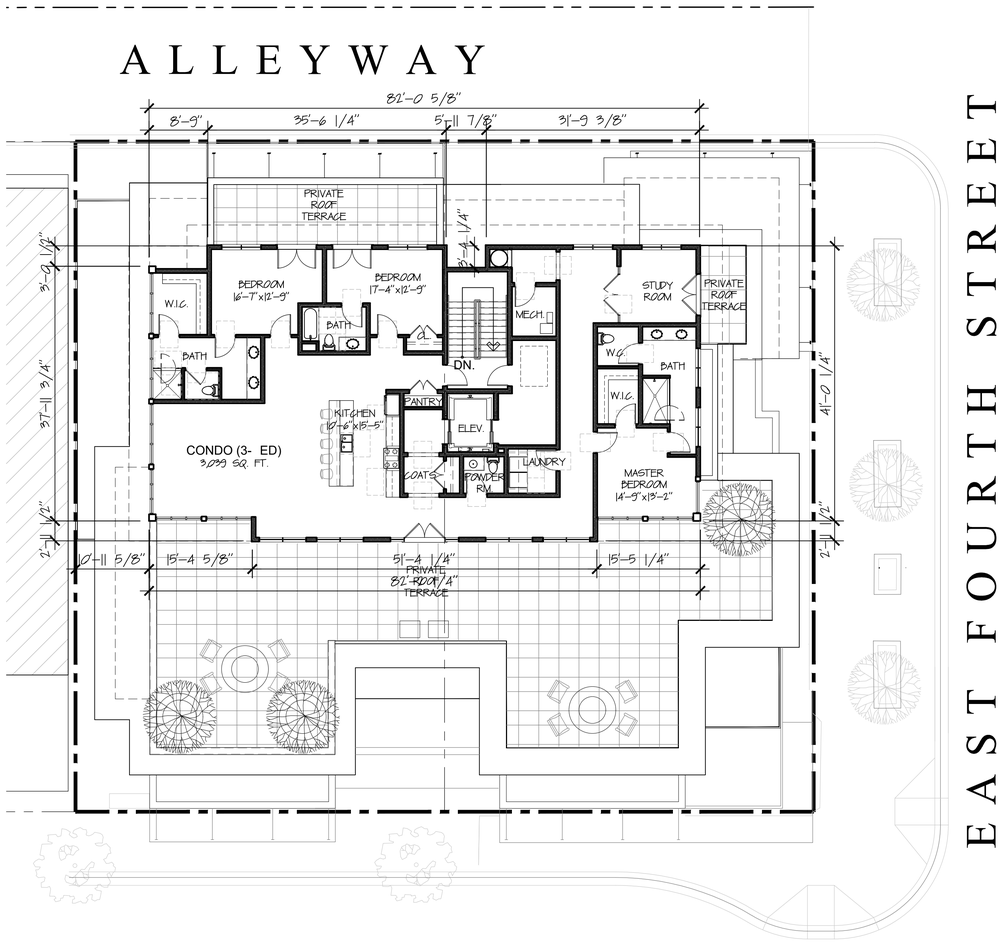
Date: 2022/10/19
Project No.: 20-001
Scale: 3/16"=1'-0"
CAD File Name: base-floor plans
Design: sbz
Checked:
Sheet No.:

A1.0a

© P H ARCHITECTS, LLC



1 All MIDDLE LEVEL PLAN
SCALE: 3/32"=1'-0"



2 All UPPER LEVEL PLAN
SCALE: 3/32"=1'-0"

NORTH

THIS DOCUMENT, AND THE IDEAS AND DESIGNS INCORPORATED HEREIN, AS AN INSTRUMENT OF PROFESSIONAL SERVICE, IS THE PROPERTY OF P H ARCHITECTS L.L.C. AND IS NOT TO BE USED, IN WHOLE OR IN PART, FOR ANY OTHER PROJECT WITHOUT THE WRITTEN AUTHORIZATION OF P H ARCHITECTS L.L.C.

WORK SHALL CONFORM TO APPLICABLE CODES AND REQUIREMENTS OF UTILITIES AND AUTHORITIES HAVING JURISDICTION.

DO NOT SCALE THE DRAWINGS.

VERIFY ALL DIMENSIONS IN THE FIELD. REPORT DISCREPANCIES.

MIXED USE DEVELOPMENT

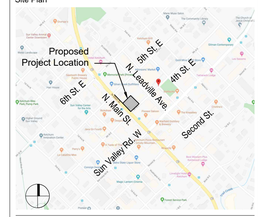
4TH & MAIN ST.
KETCHUM, BLAINE COUNTY,
IDAHO 84117

Prepared For: SOLSTICE DEVELOPMENT
4686 HIGHLAND DR. #224
MILLCREEK, UT 84117

P|H
ARCHITECTS

38 Taunton Hill Road
Newtown, Connecticut 06470
203-426-6500 tel. 203-426-6503 fax
ph-archs.com

Site Plan



Project Team:

Architect and Planner:
P H Architects, LLC
38 Taunton Hill Road
Newtown, Connecticut 06470
(203) 426-6500 tel.
(203) 426-6503 fax

Civil Engineer:
Galena Engineering, Inc.
317 North River Street
Hailey, Utah 83333
(208) 788-1705 tel.

Landscape Architect:
Eggers Associates, Landscape Architecture
560 North Second Avenue
Ketchum, Idaho 83340
(208) 725-0986 tel.
(208) 725-0972 fax

Seal

LICENSED ARCHITECT
AR 986736
PETER PAULOS JR.
STATE OF IDAHO

Revisions

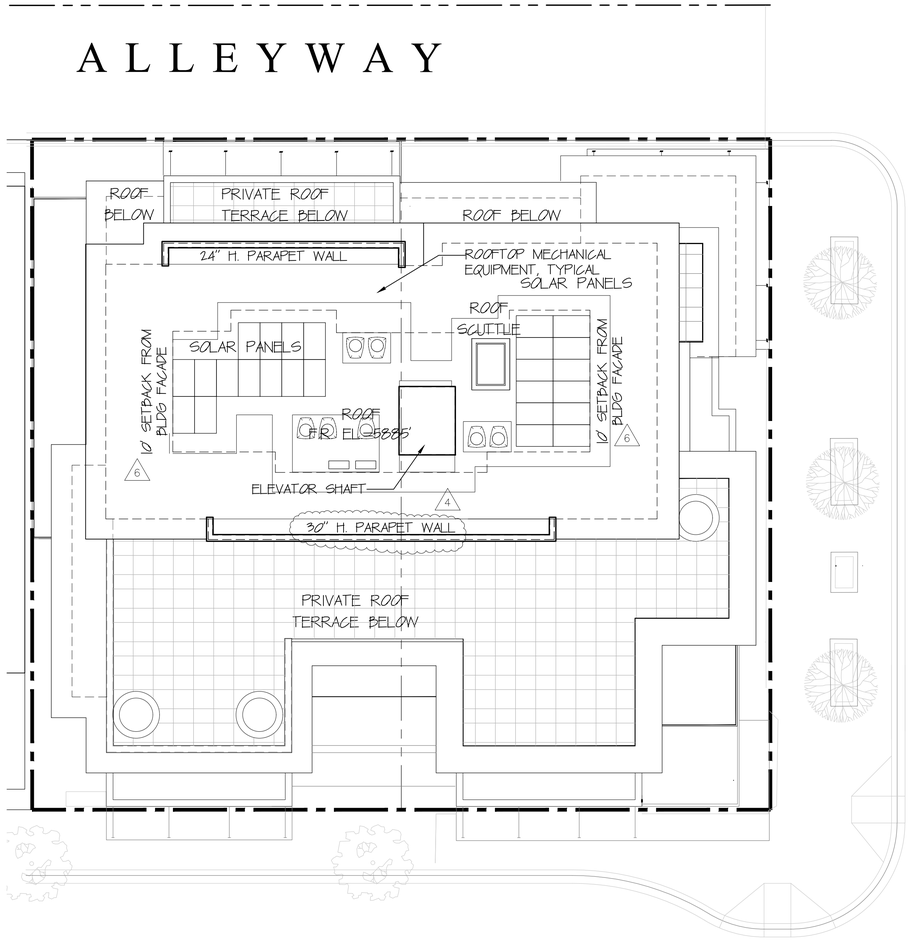
No.	Date	Issue
1.	2021/12/17	ZONING APPLICATION
2.	2022/01/03	PROJECT NARRATIVE
3.	2022/03/11	REVIEW RESPONSE
5.	2022/06/17	ZONING SUBMISSION
9.	2023/01/30	ZONING COMMENTS

MIDDLE & UPPER LEVEL PLANS

Date: 2021/12/17
Project No.: 20-001
Scale: 3/32"=1'-0"
CAD File Name: base-floor plans
Design: sbz
Checked:
Sheet No.:

A1.1

© P H ARCHITECTS, LLC



1/A1.2 ROOF PLAN
SCALE: 3/32"=1'-0"

THIS DOCUMENT, AND THE IDEAS AND DESIGNS INCORPORATED HEREIN, AS AN INSTRUMENT OF PROFESSIONAL SERVICE, IS THE PROPERTY OF P H ARCHITECTS L.L.C. AND IS NOT TO BE USED, IN WHOLE OR IN PART, FOR ANY OTHER PROJECT WITHOUT THE WRITTEN AUTHORIZATION OF P H ARCHITECTS L.L.C.

WORK SHALL CONFORM TO APPLICABLE CODES AND REQUIREMENTS OF UTILITIES AND AUTHORITIES HAVING JURISDICTION.

DO NOT SCALE THE DRAWINGS.

VERIFY ALL DIMENSIONS IN THE FIELD. REPORT DISCREPANCIES.

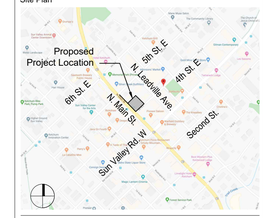
MIXED USE DEVELOPMENT

4TH & MAIN ST.
KETCHUM, BLAINE COUNTY,
IDAHO 84117

Prepared For: SOLSTICE DEVELOPMENT
4686 HIGHLAND DR. #224
MILLCREEK, UT 84117

P|H
ARCHITECTS
38 Taunton Hill Road
Newtown, Connecticut 06470
203-426-6500 tel. 203-426-6503 fax
ph-archs.com

Site Plan



Project Team:

Architect and Planner:
P H Architects, LLC
38 Taunton Hill Road
Newtown, Connecticut 06470
(203) 426-6500 tel.
(203) 426-6503 fax

Civil Engineer:
Galena Engineering, Inc.
317 North River Street
Hailey, Utah 83333
(208) 788-1705 tel.

Landscape Architect:
Eggers Associates, Landscape Architecture
560 North Second Avenue
Ketchum, Idaho 83340
(208) 725-0988 tel.
(208) 725-0972 fax

Seal

LICENSED ARCHITECT
AR 986736
PETER PAULOS JR.
STATE OF IDAHO

Revisions

No.	Date	Issue
3.	2022/09/11	REVIEW RESPONSE
4.	2022/05/10	AVG. GRADE/PARAPET
5.	2022/06/17	ZONING SUBMISSION
6.	2022/09/06	PLANNING COMMENTS
9.	2023/01/30	ZONING COMMENTS

ROOF PLAN

Date: 2022/09/06
Project No.: 20-001
Scale: 3/32"=1'-0"
CAD File Name: base-floor plans
Design: sbz
Checked:
Sheet No.: A1.2

© P H ARCHITECTS, LLC

1 A2.0 FRONT EXTERIOR ELEVATION

SCALE: 3/32"=1'-0"

2 A2.0 SIDE EXTERIOR ELEVATION (SOUTH)

SCALE: 3/32"=1'-0"

THIS DOCUMENT, AND THE IDEAS AND DESIGNS INCORPORATED HEREIN, AS AN INSTRUMENT OF PROFESSIONAL SERVICE, IS THE PROPERTY OF P H ARCHITECTS L.L.C. AND IS NOT TO BE USED, IN WHOLE OR IN PART, FOR ANY OTHER PROJECT WITHOUT THE WRITTEN AUTHORIZATION OF P H ARCHITECTS L.L.C.

WORK SHALL CONFORM TO APPLICABLE CODES AND REQUIREMENTS OF UTILITIES AND AUTHORITIES HAVING JURISDICTION.

DO NOT SCALE THE DRAWINGS.

VERIFY ALL DIMENSIONS IN THE FIELD. REPORT DISCREPANCIES.

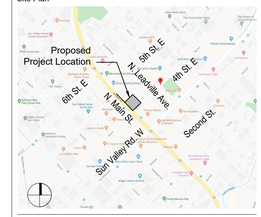
MIXED USE DEVELOPMENT

4TH & MAIN ST.
KETCHUM, BLAINE COUNTY, IDAHO 84117

Prepared For: SOLSTICE DEVELOPMENT
4686 HIGHLAND DR. #224
MILLCREEK, UT 84117

P|H
ARCHITECTS
38 Taunton Hill Road
Newtown, Connecticut 06470
203-426-6500 tel. 203-426-6503 fax
ph-archs.com

Site Plan



Project Team:

Architect and Planner:
P H Architects, LLC
38 Taunton Hill Road
Newtown, Connecticut 06470
(203) 426-6500 tel.
(203) 426-6503 fax

Civil Engineer:
Galena Engineering, Inc.
317 North River Street
Hailey, Utah 83333
(208) 788-1705 tel.

Landscape Architect:
Eggers Associates, Landscape Architecture
560 North Second Avenue
Ketchum, Idaho 83340
(208) 725-0988 tel.
(208) 725-0972 fax

Seal

LICENSED ARCHITECT AR 986736
PETER PAULOS JR.
STATE OF IDAHO

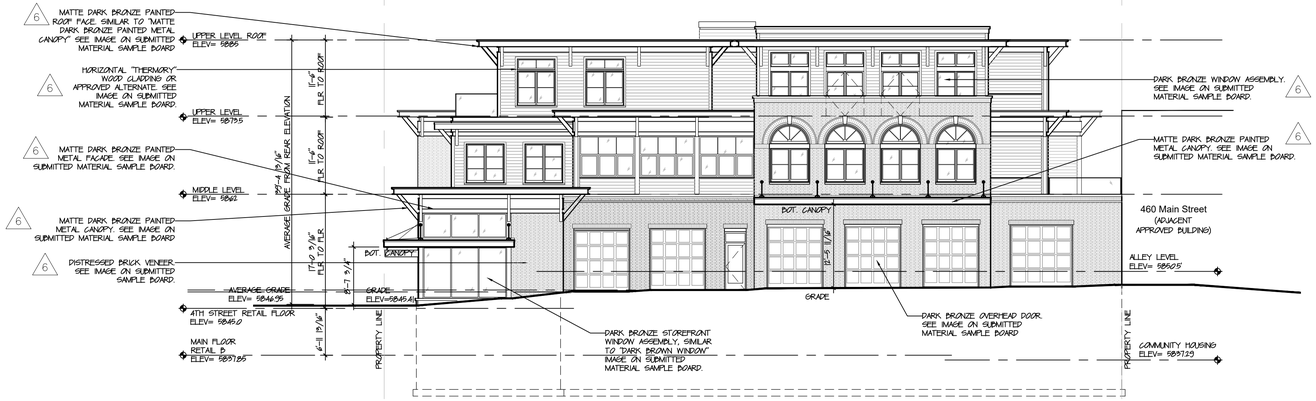
Revisions

No.	Date	Issue
1.	2021/12/17	ZONING APPLICATION
2.	2022/01/03	PROJECT NARRATIVE
3.	2022/03/11	REVIEW RESPONSE
4.	2022/05/10	AVG. GRADE/PARAPET
5.	2022/06/17	ZONING SUBMISSION
6.	2022/09/06	PLANNING COMMENTS

FRONT & SIDE EXTERIOR ELEVATIONS

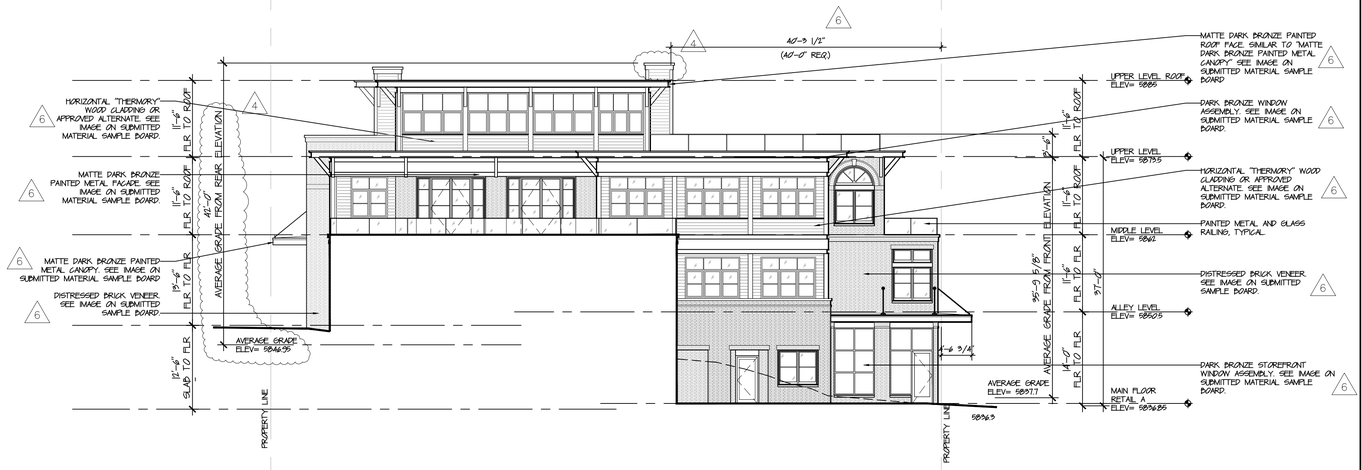
Date: 2022/09/06
Scale: 3/32"=1'-0"
Design: sbz
Project No.: 20-001
CAD File Name: base-ext elev.
Checked:
Sheet No.: A2.0

© P H ARCHITECTS, LLC



1 A2.1 REAR EXTERIOR ELEVATION

SCALE: 3/32"=1'-0"



2 A2.1 SIDE EXTERIOR ELEVATION (NORTH)

SCALE: 3/32"=1'-0"

THIS DOCUMENT, AND THE IDEAS AND DESIGNS INCORPORATED HEREIN, AS AN INSTRUMENT OF PROFESSIONAL SERVICE, IS THE PROPERTY OF P H ARCHITECTS L.L.C. AND IS NOT TO BE USED, IN WHOLE OR IN PART, FOR ANY OTHER PROJECT WITHOUT THE WRITTEN AUTHORIZATION OF P H ARCHITECTS L.L.C.

WORK SHALL CONFORM TO APPLICABLE CODES AND REQUIREMENTS OF UTILITIES AND AUTHORITIES HAVING JURISDICTION.

DO NOT SCALE THE DRAWINGS.

VERIFY ALL DIMENSIONS IN THE FIELD. REPORT DISCREPANCIES.

MIXED USE DEVELOPMENT

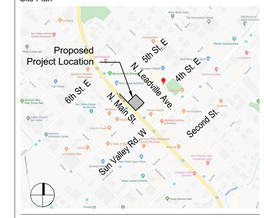
4TH & MAIN ST.
KETCHUM, BLAINE COUNTY, IDAHO 84117

Prepared For: SOLSTICE DEVELOPMENT
4686 HIGHLAND DR. #224
MILLCREEK, UT 84117

P|H ARCHITECTS

38 Taunton Hill Road
Newtown, Connecticut 06470
203-426-6500 tel. 203-426-6503 fax
ph-archs.com

Site Plan



Project Team:

Architect and Planner:
P H Architects, LLC
38 Taunton Hill Road
Newtown, Connecticut 06470
(203) 426-6500 tel.
(203) 426-6503 fax

Civil Engineer:
Galena Engineering, Inc.
317 North River Street
Hailey, Utah 83333
(208) 788-1705 tel.

Landscape Architect:
Eggers Associates, Landscape Architecture
560 North Second Avenue
Ketchum, Idaho 83340
(208) 725-0088 tel.
(208) 725-0972 fax

Seal

LICENSED ARCHITECT AR 986736
PETER PAULOS JR.
STATE OF IDAHO

Revisions

No.	Date	Issue
1.	2021/12/17	ZONING APPLICATION
2.	2022/01/03	PROJECT NARRATIVE
3.	2022/03/11	REVIEW RESPONSE
5.	2022/06/17	ZONING SUBMISSION
6.	2022/09/06	PLANNING COMMENTS

REAR & SIDE EXTERIOR ELEVATIONS

Date: 2022/09/06
Project No.: 20-001
Scale: 3/32"=1'-0"
CAD File Name: base-ext elev.
Design: sbz
Checked:
Sheet No.: A2.1

© P H ARCHITECTS, LLC

1 A2.1 COMBINED MAIN ST. ELEVATION

SCALE: 1/8"=1'-0"

THIS DOCUMENT, AND THE IDEAS AND DESIGNS INCORPORATED HEREIN, AS AN INSTRUMENT OF PROFESSIONAL SERVICE, IS THE PROPERTY OF P H ARCHITECTS L.L.C. AND IS NOT TO BE USED, IN WHOLE OR IN PART, FOR ANY OTHER PROJECT WITHOUT THE WRITTEN AUTHORIZATION OF P H ARCHITECTS L.L.C.

WORK SHALL CONFORM TO APPLICABLE CODES AND REQUIREMENTS OF UTILITIES AND AUTHORITIES HAVING JURISDICTION.

DO NOT SCALE THE DRAWINGS.

VERIFY ALL DIMENSIONS IN THE FIELD. REPORT DISCREPANCIES.

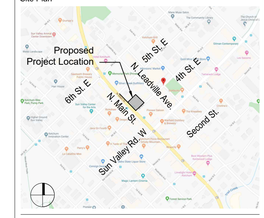
MIXED USE DEVELOPMENT

4TH & MAIN ST.
KETCHUM, BLAINE COUNTY,
IDAHO 84117

Prepared For: SOLSTICE DEVELOPMENT
4686 HIGHLAND DR. #224
MILLCREEK, UT 84117

P|H
ARCHITECTS
38 Taunton Hill Road
Newtown, Connecticut 06470
203-426-6500 tel. 203-426-6503 fax
ph-archs.com

Site Plan



Project Team:

Architect and Planner:
P H Architects, LLC
38 Taunton Hill Road
Newtown, Connecticut 06470
(203) 426-6500 tel.
(203) 426-6503 fax

Civil Engineer:
Galena Engineering, Inc.
317 North River Street
Hailey, Utah 83333
(208) 788-1705 tel.

Landscape Architect:
Eggers Associates, Landscape Architecture
560 North Second Avenue
Ketchum, Idaho 83340
(208) 725-0988 tel.
(208) 725-0972 fax

Seal

LICENSED ARCHITECT
AR 986736
PETER PAULOS JR.
STATE OF IDAHO

Revisions

No.	Date	Issue
3.	2022/03/11	REVIEW RESPONSE
5.	2022/06/17	ZONING SUBMISSION

COMBINED MAIN ST. ELEVATION

Date: 2021/12/17
Scale: 1/8"=1'-0"
Design: sbz
Project No.: 20-001
CAD File Name: base-ext elev.
Checked:
Sheet No.: A2.2

© P H ARCHITECTS, LLC

RETAIL SIGNAGE, 10" H. TEXT, APPROX. 7 SF, MOUNTED ON CANOPY EAVE. ACTUAL SIGN AREA TO BE DETERMINED BY TENANT.

"4th & MAIN" SIGNAGE, 10" H. TEXT, APPROX. 13 SF, MOUNTED ON CANOPY EAVE.

RETAIL SIGNAGE, 10" H. TEXT, APPROX. 7 SF, MOUNTED ON CANOPY EAVE. ACTUAL SIGN AREA TO BE DETERMINED BY TENANT.

2 A3.0 MAIN ST. SIGNAGE ELEVATION

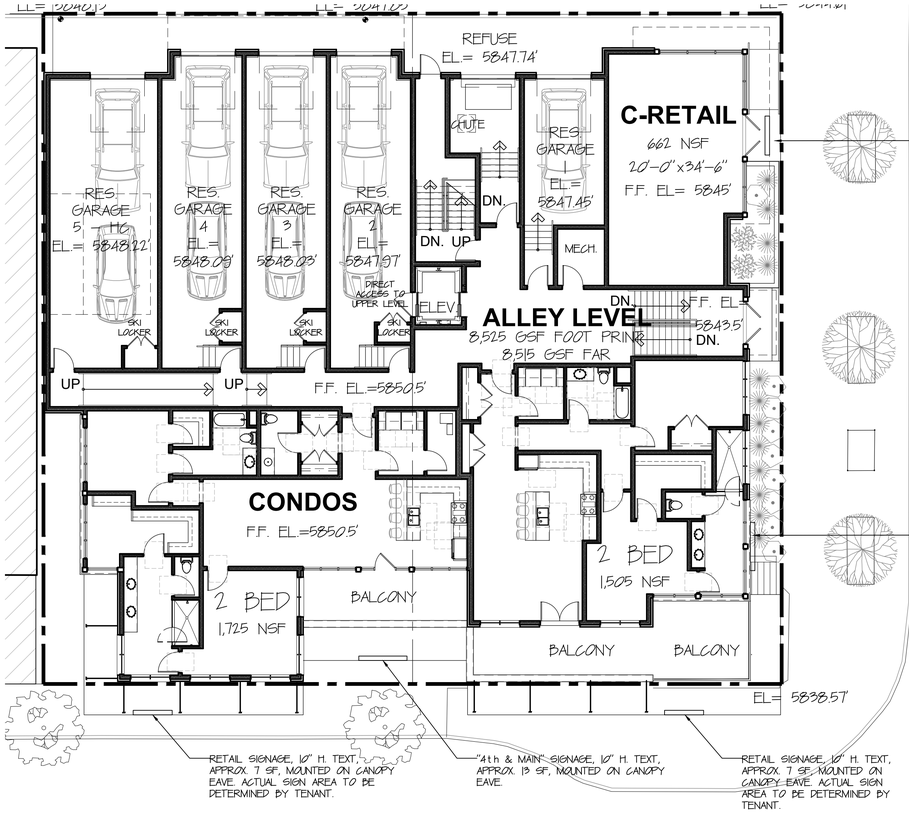
SCALE: 3/32"=1'-0"

"4th & MAIN" SIGNAGE, 14" H. TEXT, APPROX. 13 SF, WALL MOUNTED. (99' OF FRONTAGE, 33 SF OF SIGNAGE ALLOWED)

RETAIL SIGNAGE, 10" H. TEXT, APPROX. 7 SF, MOUNTED ON CANOPY EAVE. ACTUAL SIGN AREA TO BE DETERMINED BY TENANT.

3 A3.0 4TH ST. SIGNAGE ELEVATION

SCALE: 3/32"=1'-0"



RETAIL SIGNAGE, 10" H. TEXT, APPROX. 7 SF, MOUNTED ON CANOPY EAVE. ACTUAL SIGN AREA TO BE DETERMINED BY TENANT.

"4th & MAIN" SIGNAGE, 14" H. TEXT, APPROX. 13 SF, WALL MOUNTED. (99' OF FRONTAGE, 33 SF OF SIGNAGE ALLOWED)

RETAIL SIGNAGE, 10" H. TEXT, APPROX. 7 SF, MOUNTED ON CANOPY EAVE. ACTUAL SIGN AREA TO BE DETERMINED BY TENANT.

EAST FOURTH STREET

94'-0" OF FRONTAGE / 1 SF SIGN FOR 3'-0" FRONTAGE = 31.3 SF SIGNAGE ALLOWED, 20 SF PROPOSED

99'-6" OF FRONTAGE / 1 SF SIGN FOR 3'-0" FRONTAGE = 33.1 SF SIGNAGE ALLOWED, 27 SF PROPOSED

1 A3.0 MASTER SIGNAGE PLAN

SCALE: 3/32"=1'-0"

INSPIRATION IMAGE

SCALE: N.T.S.

THIS DOCUMENT, AND THE IDEAS AND DESIGNS INCORPORATED HEREIN, AS AN INSTRUMENT OF PROFESSIONAL SERVICE, IS THE PROPERTY OF P H ARCHITECTS L.L.C. AND IS NOT TO BE USED, IN WHOLE OR IN PART, FOR ANY OTHER PROJECT WITHOUT THE WRITTEN AUTHORIZATION OF P H ARCHITECTS L.L.C.

WORK SHALL CONFORM TO APPLICABLE CODES AND REQUIREMENTS OF UTILITIES AND AUTHORITIES HAVING JURISDICTION.

DO NOT SCALE THE DRAWINGS.

VERIFY ALL DIMENSIONS IN THE FIELD. REPORT DISCREPANCIES.

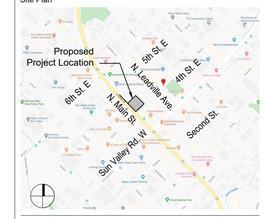
MIXED USE DEVELOPMENT

4TH & MAIN ST.
KETCHUM, BLAINE COUNTY,
IDAHO 84117

Prepared For: SOLSTICE DEVELOPMENT
4686 HIGHLAND DR. #224
MILLCREEK, UT 84117

P|H
ARCHITECTS
38 Taunton Hill Road
Newtown, Connecticut 06470
203-426-6500 tel. 203-426-6503 fax
ph-archs.com

Site Plan



Project Team:

Architect and Planner:
P H Architects, LLC
38 Taunton Hill Road
Newtown, Connecticut 06470
(203) 426-6500 tel.
(203) 426-6503 fax

Civil Engineer:
Galena Engineering, Inc.
317 North River Street
Hailey, Utah 83333
(208) 788-1705 tel.

Landscape Architect:
Eggers Associates, Landscape Architecture
560 North Second Avenue
Ketchum, Idaho 83340
(208) 725-0988 tel.
(208) 725-0972 fax

Seal

LICENSED ARCHITECT AR 986736
PETER PAULOS JR.
STATE OF IDAHO

Revisions

No.	Date	Issue
3.	2022/03/11	REVIEW RESPONSE
5.	2022/06/17	ZONING SUBMISSION

MASTER SIGNAGE PLAN

Date: 2022/03/11
Scale: 3/32"=1'-0"
Design: sbz
Project No.: 20-001
CAD File Name: base-ext elev.
Checked:
Sheet No.: A3.0

© P H ARCHITECTS, LLC

1 A5.0 PERSPECTIVE RENDERING
SCALE: NTS

THIS DOCUMENT, AND THE IDEAS AND DESIGNS INCORPORATED HEREIN, AS AN INSTRUMENT OF PROFESSIONAL SERVICE, IS THE PROPERTY OF P H ARCHITECTS L.L.C. AND IS NOT TO BE USED, IN WHOLE OR IN PART, FOR ANY OTHER PROJECT WITHOUT THE WRITTEN AUTHORIZATION OF P H ARCHITECTS L.L.C.

WORK SHALL CONFORM TO APPLICABLE CODES AND REQUIREMENTS OF UTILITIES AND AUTHORITIES HAVING JURISDICTION.

DO NOT SCALE THE DRAWINGS.

VERIFY ALL DIMENSIONS IN THE FIELD. REPORT DISCREPANCIES.

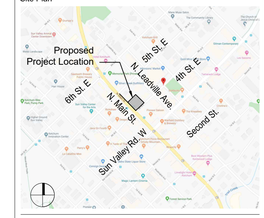
MIXED USE DEVELOPMENT

4TH & MAIN ST.
KETCHUM, BLAINE COUNTY,
IDAHO 84117

Prepared For:
SOLSTICE DEVELOPMENT
4686 HIGHLAND DR. #224
MILLCREEK, UT 84117

P|H
ARCHITECTS
38 Taunton Hill Road
Newtown, Connecticut 06470
203-426-6500 tel. 203-426-6503 fax
ph-archs.com

Site Plan



Project Team:

Architect and Planner:
P H Architects, LLC
38 Taunton Hill Road
Newtown, Connecticut 06470
(203) 426-6500 tel.
(203) 426-6503 fax

Civil Engineer:
Galena Engineering, Inc.
317 North River Street
Hailey, Utah 83333
(208) 788-1705 tel.

Landscape Architect:
Eggers Associates, Landscape Architecture
560 North Second Avenue
Ketchum, Idaho 83340
(208) 725-0988 tel.
(208) 725-0972 fax

Seal

LICENSED ARCHITECT
AR 986736
PETER PAULOS JR.
STATE OF IDAHO

Revisions

No.	Date	Issue
1.	2021/12/17	ZONING APPLICATION
2.	2022/02/03	PROJECT NARRATIVE
3.	2022/03/11	REVIEW RESPONSE
5.	2022/06/17	ZONING SUBMISSION
6.	2022/09/06	PLANNING COMMENTS
9.	2023/01/30	ZONING COMMENTS

PERSPECTIVE RENDERING

Date: 2021/12/17
Project No.: 20-001
Scale: NTS
CAD File Name:
Design: pep
Checked:
Sheet No.:

A5.0

© P H ARCHITECTS, LLC

1 A5.1 PERSPECTIVE RENDERING
SCALE: NTS

THIS DOCUMENT, AND THE IDEAS AND DESIGNS INCORPORATED HEREIN, AS AN INSTRUMENT OF PROFESSIONAL SERVICE, IS THE PROPERTY OF P H ARCHITECTS L.L.C. AND IS NOT TO BE USED, IN WHOLE OR IN PART, FOR ANY OTHER PROJECT WITHOUT THE WRITTEN AUTHORIZATION OF P H ARCHITECTS L.L.C.

WORK SHALL CONFORM TO APPLICABLE CODES AND REQUIREMENTS OF UTILITIES AND AUTHORITIES HAVING JURISDICTION.

DO NOT SCALE THE DRAWINGS.

VERIFY ALL DIMENSIONS IN THE FIELD. REPORT DISCREPANCIES.

MIXED USE DEVELOPMENT

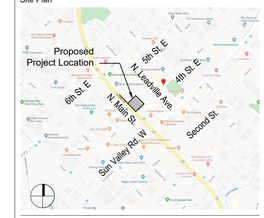
4TH & MAIN ST.
KETCHUM, BLAINE COUNTY,
IDAHO 84117

Prepared For: SOLSTICE DEVELOPMENT
4686 HIGHLAND DR. #224
MILLCREEK, UT 84117

P|H
ARCHITECTS

38 Taunton Hill Road
Newtown, Connecticut 06470
203-426-6500 tel. 203-426-6503 fax
ph-archs.com

Site Plan



Project Team:

Architect and Planner:
P H Architects, LLC
38 Taunton Hill Road
Newtown, Connecticut 06470
(203) 426-6500 tel.
(203) 426-6503 fax

Civil Engineer:
Galena Engineering, Inc.
317 North River Street
Hailey, Utah 83333
(208) 788-1705 tel.

Landscape Architect:
Eggers Associates, Landscape Architecture
560 North Second Avenue
Ketchum, Idaho 83340
(208) 725-0986 tel.
(208) 725-0972 fax

Seal

LICENSED ARCHITECT
AR 986736
PETER PAULOS JR.
STATE OF IDAHO

Revisions

No.	Date	Issue
1.	2021/12/17	ZONING APPLICATION
2.	2022/01/03	PROJECT NARRATIVE
3.	2022/03/11	REVIEW RESPONSE
5.	2022/06/17	ZONING SUBMISSION
6.	2022/09/06	PLANNING COMMENTS
9.	2023/01/30	ZONING COMMENTS

PERSPECTIVE RENDERING

Date: 2021/12/17
Scale: NTS
Design: pep
Project No.: 20-001
CAD File Name:
Checked:
Sheet No.:

A5.1

© P H ARCHITECTS, LLC

1 A5.2 PERSPECTIVE RENDERING
SCALE: NTS

THIS DOCUMENT, AND THE IDEAS AND DESIGNS INCORPORATED HEREIN, AS AN INSTRUMENT OF PROFESSIONAL SERVICE, IS THE PROPERTY OF P H ARCHITECTS L.L.C. AND IS NOT TO BE USED, IN WHOLE OR IN PART, FOR ANY OTHER PROJECT WITHOUT THE WRITTEN AUTHORIZATION OF P H ARCHITECTS L.L.C.

WORK SHALL CONFORM TO APPLICABLE CODES AND REQUIREMENTS OF UTILITIES AND AUTHORITIES HAVING JURISDICTION.

DO NOT SCALE THE DRAWINGS.

VERIFY ALL DIMENSIONS IN THE FIELD. REPORT DISCREPANCIES.

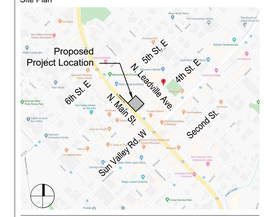
MIXED USE DEVELOPMENT

4TH & MAIN ST.
KETCHUM, BLAINE COUNTY,
IDAHO 84117

Prepared For: SOLSTICE DEVELOPMENT
4686 HIGHLAND DR. #224
MILLCREEK, UT 84117

P|H
ARCHITECTS
38 Taunton Hill Road
Newtown, Connecticut 06470
203-426-6500 tel. 203-426-6503 fax
ph-archs.com

Site Plan



Project Team:

Architect and Planner:
P H Architects, LLC
38 Taunton Hill Road
Newtown, Connecticut 06470
(203) 426-6500 tel.
(203) 426-6503 fax

Civil Engineer:
Galena Engineering, Inc.
317 North River Street
Hailey, Utah 83333
(208) 788-1705 tel.

Landscape Architect:
Eggers Associates, Landscape Architecture
560 North Second Avenue
Ketchum, Idaho 83340
(208) 725-0988 tel.
(208) 725-0972 fax

Seal

LICENSED ARCHITECT AR 986736
PETER PAULOS JR.
STATE OF IDAHO

Revisions

No.	Date	Issue
1.	2021/12/17	ZONING APPLICATION
2.	2022/01/03	PROJECT NARRATIVE
3.	2022/03/11	REVIEW RESPONSE
5.	2022/06/17	ZONING SUBMISSION
6.	2022/09/06	PLANNING COMMENTS
9.	2023/01/30	ZONING COMMENTS

PERSPECTIVE RENDERING

Date: 2021/12/17
Project No.: 20-001
Scale: NTS
CAD File Name:
Design: pep
Checked:
Sheet No.:

A5.2

© P H ARCHITECTS, LLC

1 / A5.3 CONSTRUCTION MANAGEMENT PLAN
SCALE: 1/16"=1'-0"

NOTE

GENERAL CONTRACTOR TO FOLLOW ALL CITY ORDINANCES AND OSHA STANDARDS

CONSTRUCTION MANAGEMENT PLAN REGULATIONS/ACTIVITIES PLAN

B.3 TEMPORARY DELIVERY AREA - SEE MAP

B.4 DUST, MUD, SAND AND GRAVEL CONTROL - SEE MAP

B.5 WATER BASED DUST CONTROL (IDENTIFIED IN SWPPP)

C.1 ONLY TYPICAL PASSENGER VEHICLES (SEDANS/SUVS/ETC)

D.1 MATERIAL STORAGE AREA - SEE MAP

E.1 TEMPORARY RESTROOMS AND DUMPSTER - SEE MAP

F.1 & F.2 ENTIRE SITE TO HAVE INT. SILT FENCE - EXTERIOR 6'h FENCE WITH WRAP

NORTH

THIS DOCUMENT, AND THE IDEAS AND DESIGNS INCORPORATED HEREIN, AS AN INSTRUMENT OF PROFESSIONAL SERVICE, IS THE PROPERTY OF P H ARCHITECTS L.L.C. AND IS NOT TO BE USED, IN WHOLE OR IN PART, FOR ANY OTHER PROJECT WITHOUT THE WRITTEN AUTHORIZATION OF P H ARCHITECTS L.L.C.

WORK SHALL CONFORM TO APPLICABLE CODES AND REQUIREMENTS OF UTILITIES AND AUTHORITIES HAVING JURISDICTION.

DO NOT SCALE THE DRAWINGS.

VERIFY ALL DIMENSIONS IN THE FIELD. REPORT DISCREPANCIES.

MIXED USE DEVELOPMENT

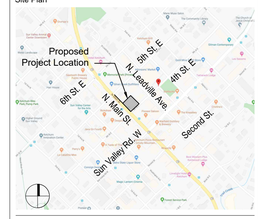
4TH & MAIN ST.
KETCHUM, BLAINE COUNTY, IDAHO 84117

Prepared For: SOLSTICE DEVELOPMENT
4686 HIGHLAND DR. #224
MILLCREEK, UT 84117

P|H ARCHITECTS

38 Taunton Hill Road
Newtown, Connecticut 06470
203-426-6500 tel. 203-426-6503 fax
ph-archs.com

Site Plan



Project Team:

Architect and Planner:
P H Architects, LLC
38 Taunton Hill Road
Newtown, Connecticut 06470
(203) 426-6500 tel.
(203) 426-6503 fax

Civil Engineer:
Galena Engineering, Inc.
317 North River Street
Hailey, Utah 83333
(208) 788-1705 tel.

Landscape Architect:
Eggers Associates, Landscape Architecture
560 North Second Avenue
Ketchum, Idaho 83340
(208) 725-0988 tel.
(208) 725-0972 fax

Seal

LICENSED ARCHITECT
AR 986736
PETER PAULOS JR.
STATE OF IDAHO

Revisions

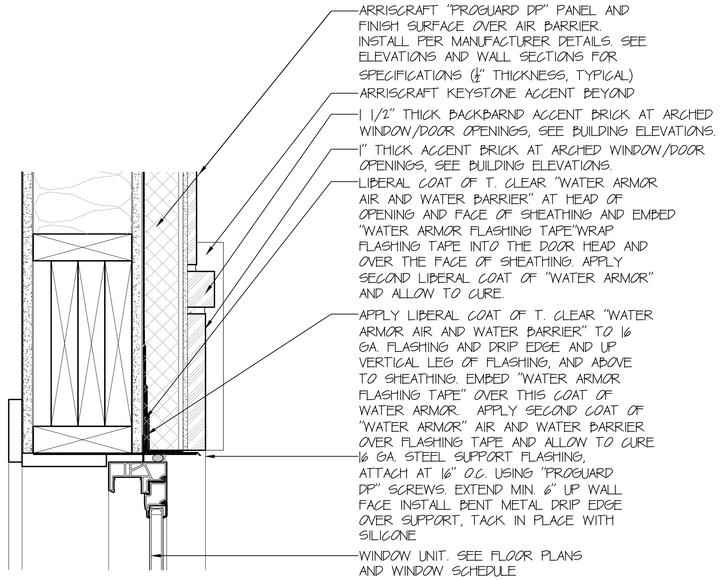
No.	Date	Issue
2.	2022/02/09	PROJECT NARRATIVE
3.	2022/09/11	REVIEW RESPONSE
5.	2022/06/17	ZONING SUBMISSION

CONSTRUCTION MANAGEMENT PLAN

Date: 2021/12/28
Scale: 1/16"=1'-0"
Design: sbz
Project No.: 20-001
CAD File Name: base-CM diagram
Checked:
Sheet No.:

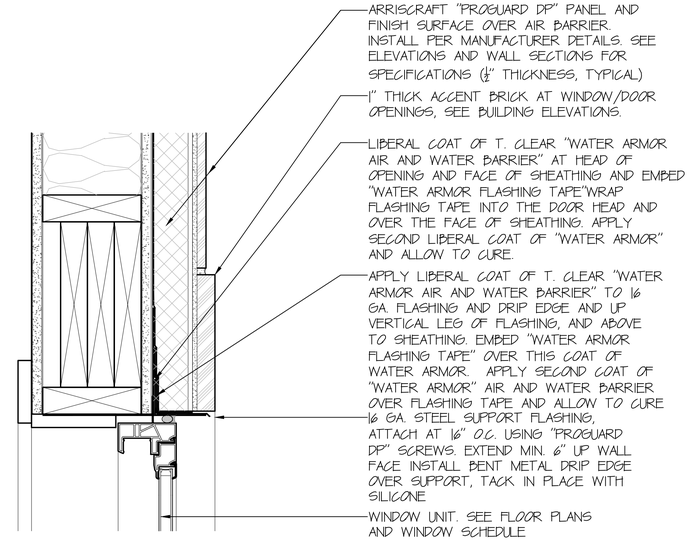
A5.3

© P H ARCHITECTS, LLC



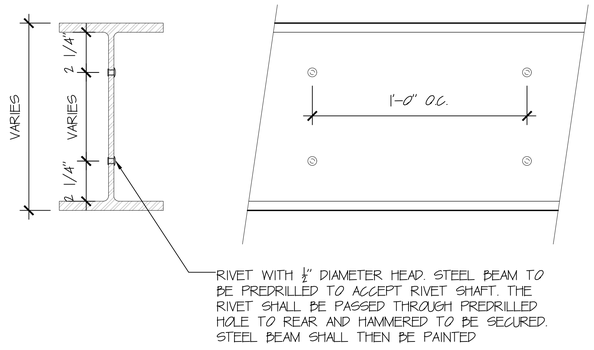
4 / A6.0 TYPICAL ARCH WINDOW HEAD DETAIL

SCALE: 3"=1'-0"



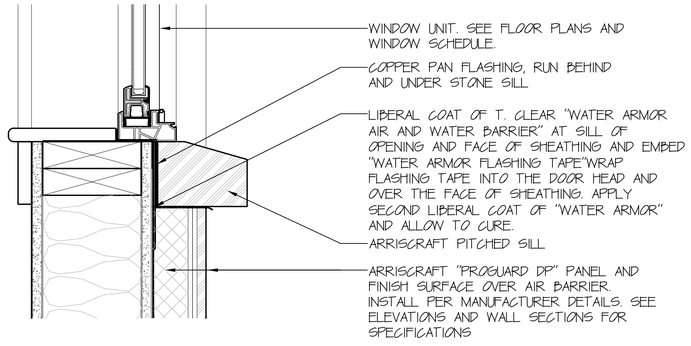
2 / A6.0 TYPICAL WINDOW HEAD DETAIL

SCALE: 3"=1'-0"



3 / A6.0 TYPICAL WINDOW SILL DETAIL

SCALE: 3"=1'-0"



1 / A6.0 TYPICAL WINDOW SILL DETAIL

SCALE: 3"=1'-0"

THIS DOCUMENT, AND THE IDEAS AND DESIGNS INCORPORATED HEREIN, AS AN INSTRUMENT OF PROFESSIONAL SERVICE, IS THE PROPERTY OF P H ARCHITECTS L.L.C. AND IS NOT TO BE USED, IN WHOLE OR IN PART, FOR ANY OTHER PROJECT WITHOUT THE WRITTEN AUTHORIZATION OF P H ARCHITECTS L.L.C.

WORK SHALL CONFORM TO APPLICABLE CODES AND REQUIREMENTS OF UTILITIES AND AUTHORITIES HAVING JURISDICTION.

DO NOT SCALE THE DRAWINGS.

VERIFY ALL DIMENSIONS IN THE FIELD. REPORT DISCREPANCIES.

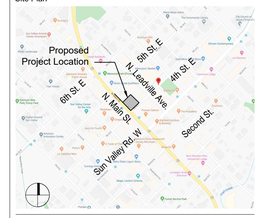
MIXED USE DEVELOPMENT

4TH & MAIN ST.
KETCHUM, BLAINE COUNTY,
IDAHO 84117

Prepared For: SOLSTICE DEVELOPMENT
4686 HIGHLAND DR. #224
MILLCREEK, UT 84117

P|H
ARCHITECTS
38 Taunton Hill Road
Newtown, Connecticut 06470
203-426-6500 tel. 203-426-6503 fax
ph-archs.com

Site Plan



Project Team:

Architect and Planner:
P H Architects, LLC
38 Taunton Hill Road
Newtown, Connecticut 06470
(203) 426-6500 tel.
(203) 426-6503 fax

Civil Engineer:
Galena Engineering, Inc.
317 North River Street
Hailey, Utah 83333
(208) 788-1705 tel.

Landscape Architect:
Eggers Associates, Landscape Architecture
560 North Second Avenue
Ketchum, Idaho 83340
(208) 725-0986 tel.
(208) 725-0972 fax

Seal

LICENSED ARCHITECT AR 986736
PETER PAULOS JR.
STATE OF IDAHO

Revisions

No.	Date	Issue
5.	2022/06/17	ZONING SUBMISSION

DETAILS

Date: 2021/12/17
Scale: AS NOTED
Design: sbz
Project No.: 20-001
CAD File Name: base-details
Checked:
Sheet No.:

A6.0

© P H ARCHITECTS, LLC

Attachment C

Application Materials:

Lot Consolidation

Preliminary Plat

Application

&

Supplemental Materials

City of Ketchum
Planning & Building

OFFICIAL USE ONLY	
Application Number:	P22-043 A
Date Received:	7/20/22
By:	SMcCollum
Fee Paid:	950.-
Approved Date:	
By:	

Subdivision Application

Submit completed application to the Planning and Building Department electronically to planningandzoning@ketchumidaho.org. Once your application has been received, we will review it and contact you with the next steps. 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 and click on Municipal Code.

APPLICANT INFORMATION			
Name of Proposed Subdivision: Lot 1A Block 5 Ketchum Townsite			
Owner of Record: See plat note 3.			
Address of Owner: See plat note 3.			
Representative of Owner: See plat note 3.			
Legal Description: Ketchum Block 5 Lots 1 & 2		RPK 00000050010 & 00000050020	
Street Address:			
SUBDIVISION INFORMATION			
Number of Lots/Parcels: 1			
Total Land Area: 10,989 S.F. (0.25 AC)			
Current Zoning District: CC			
Proposed Zoning District: CC			
Overlay District:			
TYPE OF SUBDIVISION			
Condominium ☐	Land ☒	PUD ☐	Townhouse ☐
Adjacent land in same ownership in acres or square feet: N/A			
Easements to be dedicated on the final plat: NONE			
Briefly describe the improvements to be installed prior to final plat approval: None.			
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 planningandzoning@ketchumidaho.org			

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.

Applicant Signature — Date: 7.12.22

ALTA OWNER'S POLICY OF TITLE INSURANCE

ISSUED BY
STEWART TITLE GUARANTY COMPANY

Any notice of claim and any other notice or statement in writing required to be given to the Company under this Policy must be given to the Company at the address shown in Section 18 of the Conditions.

COVERED RISKS

SUBJECT TO THE EXCLUSIONS FROM COVERAGE, THE EXCEPTIONS FROM COVERAGE CONTAINED IN SCHEDULE B AND THE CONDITIONS, STEWART TITLE GUARANTY COMPANY, a Texas corporation, (the "Company") insures, as of Date of Policy and, to the extent stated in Covered Risks 9 and 10, after Date of Policy, against loss or damage, not exceeding the Amount of Insurance, sustained or incurred by the Insured by reason of:

1. Title being vested other than as stated in Schedule A.
2. Any defect in or lien or encumbrance on the Title. This Covered Risk includes but is not limited to insurance against loss from
   (a) A defect in the Title caused by
      (i) forgery, fraud, undue influence, duress, incompetency, incapacity, or impersonation;
      (ii) failure of any person or Entity to have authorized a transfer or conveyance;
      (iii) a document affecting Title not properly created, executed, witnessed, sealed, acknowledged, notarized, or delivered;
      (iv) failure to perform those acts necessary to create a document by electronic means authorized by law;
      (v) a document executed under a falsified, expired, or otherwise invalid power of attorney;
      (vi) a document not properly filed, recorded, or indexed in the Public Records including failure to perform those acts by electronic means authorized by law; or
      (vii) a defective judicial or administrative proceeding.
   (b) The lien of real estate taxes or assessments imposed on the Title by a governmental authority due or payable, but unpaid.
   (c) 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. The term "encroachment" includes encroachments of existing improvements located on the Land onto adjoining land, and encroachments onto the Land of existing improvements located on adjoining land.
3. Unmarketable Title.
4. No right of access to and from the Land.
5. The violation or enforcement of any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to
   (a) the occupancy, use, or enjoyment of the Land;
   (b) the character, dimensions, or location of any improvement erected on the Land;
   (c) the subdivision of land; or
   (d) environmental protection
   if a notice, describing any part of the Land, is recorded in the Public Records setting forth the violation or intention to enforce, but only to the extent of the violation or enforcement referred to in that notice.
6. An enforcement action based on the exercise of a governmental police power not covered by Covered Risk 5 if a notice of the enforcement action, describing any part of the Land, is recorded in the Public Records, but only to the extent of the enforcement referred to in that notice.
7. The exercise of the rights of eminent domain if a notice of the exercise, describing any part of the Land, is recorded in the Public Records.
8. Any taking by a governmental body that has occurred and is binding on the rights of a purchaser for value without Knowledge.

Countersigned by:

Authorized Countersignature

Blaine County Title, Inc.
360 Sun Valley Road
P.O. Box 3176
Ketchum, ID 83340
(208) 726-0700
Agent ID: 120037

STEWART TITLE GUARANTY COMPANY INCORPORATED 1908 TEXAS

Frederick H. Eppinger
President and CEO

David Hisey
Secretary

For coverage information or assistance resolving a complaint, call (800) 729-1902 or visit www.stewart.com. To make a claim, furnish written notice in accordance with Section 3 of the Conditions.

Copyright 2006-2009 American Land Title Association. All rights reserved.
The use of this Form is restricted to ALTA licensees and ALTA members in good standing as of the date of use.
All other uses are prohibited. Reprinted under license from the American Land Title Association.

COVERED RISKS (Continued)

9. Title being vested other than as stated in Schedule A or being defective
   (a) as a result of the avoidance in whole or in part, or from a court order providing an alternative remedy, of a transfer of all or any part of the title to or any interest in the Land occurring prior to the transaction vesting Title as shown in Schedule A because that prior transfer constituted a fraudulent or preferential transfer under federal bankruptcy, state insolvency, or similar creditors' rights laws; or
   (b) because the instrument of transfer vesting Title as shown in Schedule A constitutes a preferential transfer under federal bankruptcy, state insolvency, or similar creditors' rights laws by reason of the failure of its recording in the Public Records
      (i) to be timely; or
      (ii) to impart notice of its existence to a purchaser for value or to a judgment or lien creditor.
10. Any defect in or lien or encumbrance on the Title or other matter included in Covered Risks 1 through 9 that has been created or attached or has been filed or recorded in the Public Records subsequent to Date of Policy and prior to the recording of the deed or other instrument of transfer in the Public Records that vests Title as shown in Schedule A.

The Company will also pay the costs, attorneys' fees, and expenses incurred in defense of any matter insured against by this Policy, but only to the extent provided in the Conditions.

EXCLUSIONS FROM COVERAGE

The following matters are expressly excluded from the coverage of this policy, and the Company will not pay loss or damage, costs, attorneys' fees, or expenses that arise by reason of:

1. (a) Any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to
      (i) the occupancy, use, or enjoyment of the Land;
      (ii) the character, dimensions, or location of any improvement erected on the Land;
      (iii) the subdivision of land; or
      (iv) environmental protection;

   or the effect of any violation of these laws, ordinances, or governmental regulations. This Exclusion 1(a) does not modify or limit the coverage provided under Covered Risk 5.
   (b) Any governmental police power. This Exclusion 1(b) does not modify or limit the coverage provided under Covered Risk 6.
2. Rights of eminent domain. This Exclusion does not modify or limit the coverage provided under Covered Risk 7 or 8.
3. Defects, liens, encumbrances, adverse claims, or other matters
   (a) created, suffered, assumed, or agreed to by the Insured Claimant;
   (b) not Known to the Company, not recorded in the Public Records at Date of Policy, but Known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;
   (c) resulting in no loss or damage to the Insured Claimant;
   (d) attaching or created subsequent to Date of Policy (however, this does not modify or limit the coverage provided under Covered Risk 9 and 10); or
   (e) resulting in loss or damage that would not have been sustained if the Insured Claimant had paid value for the Title.
4. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that the transaction vesting the Title as shown in Schedule A, is
   (a) a fraudulent conveyance or fraudulent transfer; or
   (b) a preferential transfer for any reason not stated in Covered Risk 9 of this policy.
5. Any lien on the Title for real estate taxes or assessments imposed by governmental authority and created or attaching between Date of Policy and the date of recording of the deed or other instrument of transfer in the Public Records that vests Title as shown in Schedule A.

CONDITIONS

1. DEFINITION OF TERMS

The following terms when used in this policy mean:

(a) “Amount of Insurance”: The amount stated in Schedule A, as may be increased or decreased by endorsement to this policy, increased by Section 8(b), or decreased by Sections 10 and 11 of these Conditions.
(b) “Date of Policy”: The date designated as “Date of Policy” in Schedule A.
(c) “Entity”: A corporation, partnership, trust, limited liability company, or other similar legal entity.
(d) “Insured": The Insured named in Schedule A.
   (i) the term "Insured" also includes
      (A) successors to the Title of the Insured by operation of law as distinguished from purchase, including heirs, devisees, survivors, personal representatives, or next of kin;
      (B) successors to an Insured by dissolution, merger, consolidation, distribution, or reorganization;
      (C) successors to an Insured by its conversion to another kind of Entity;
      (D) a grantee of an Insured under a deed delivered without payment of actual valuable consideration conveying the Title
         (1) if the stock, shares, memberships, or other equity interests of the grantee are wholly-owned by the named Insured.
         (2) if the grantee wholly owns the named Insured.
         (3) if the grantee is wholly-owned by an affiliated Entity of the named Insured, provided the affiliated Entity and the named Insured are both wholly-owned by the same person or Entity, or
         (4) if the grantee is a trustee or beneficiary of a trust created by a written instrument established by the Insured named in Schedule A for estate planning purposes.
      (ii) with regard to (A), (B), (C), and (D) reserving, however, all rights and defenses as to any successor that the Company would have had against any predecessor Insured.
(e) "Insured Claimant": An Insured claiming loss or damage.
(f) "Knowledge" or "Known": Actual knowledge, not constructive knowledge or notice that may be imputed to an Insured by reason of the Public Records or any other records that impart constructive notice of matters affecting the Title.
(g) "Land": The land described in Schedule A, and affixed improvements that by law constitute real property. The term "Land" does not include any property beyond the lines of the area described in Schedule A, nor any right, title, interest, estate, or easement in abutting streets, roads, avenues, alleys, lanes, ways, or waterways, but this does not modify or limit the extent that a right of access to and from the Land is insured by this policy.
(h) "Mortgage": Mortgage, deed of trust, trust deed, or other security instrument, including one evidenced by electronic means authorized by law.
(i) "Public Records": Records established under state statutes at Date of Policy for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without Knowledge. With respect to Covered Risk 5(d), "Public Records" shall also include environmental protection liens filed in the records of the clerk of the United States District Court for the district where the Land is located.
(j) “Title”: The estate or interest described in Schedule A.
(k) "Unmarketable Title": Title affected by an alleged or apparent matter that would permit a prospective purchaser or lessee of the Title or lender on the Title to be released from the obligation to purchase, lease, or lend if there is a contractual condition requiring the delivery of marketable title.

Copyright 2006-2009 American Land Title Association. All rights reserved.
The use of this Form is restricted to ALTA licensees and ALTA members in good standing as of the date of use.
All other uses are prohibited. Reprinted under license from the American Land Title Association.

2. CONTINUATION OF INSURANCE

The coverage of this policy shall continue in force as of Date of Policy in favor of an Insured, but only so long as the Insured retains an estate or interest in the Land, or holds an obligation secured by a purchase money Mortgage given by a purchaser from the Insured, or only so long as the Insured shall have liability by reason of warranties in any transfer or conveyance of the Title. This policy shall not continue in force in favor of any purchaser from the Insured of either (i) an estate or interest in the Land, or (ii) an obligation secured by a purchase money Mortgage given to the Insured.

3. NOTICE OF CLAIM TO BE GIVEN BY INSURED CLAIMANT

The Insured shall notify the Company promptly in writing (i) in case of any litigation as set forth in Section 5(a) of these Conditions, (ii) in case Knowledge shall come to an Insured hereunder of any claim of title or interest that is adverse to the Title, as insured, and that might cause loss or damage for which the Company may be liable by virtue of this policy, or (iii) if the Title, as insured, is rejected as Unmarketable Title. If the Company is prejudiced by the failure of the Insured Claimant to provide prompt notice, the Company's liability to the Insured Claimant under the policy shall be reduced to the extent of the prejudice.

4. PROOF OF LOSS

In the event the Company is unable to determine the amount of loss or damage, the Company may, at its option, require as a condition of payment that the Insured Claimant furnish a signed proof of loss. The proof of loss must describe the defect, lien, encumbrance, or other matter insured against by this policy that constitutes the basis of loss or damage and shall state, to the extent possible, the basis of calculating the amount of the loss or damage.

5. DEFENSE AND PROSECUTION OF ACTIONS

(a) Upon written request by the Insured, and subject to the options contained in Section 7 of these Conditions, the Company, at its own cost and without unreasonable delay, shall provide for the defense of an Insured in litigation in which any third party asserts a claim covered by this policy adverse to the Insured. This obligation is limited to only those stated causes of action alleging matters insured against by this policy. The Company shall have the right to select counsel of its choice (subject to the right of the Insured to object for reasonable cause) to represent the Insured as to those stated causes of action. It shall not be liable for and will not pay the fees of any other counsel. The Company will not pay any fees, costs, or expenses incurred by the Insured in the defense of those causes of action that allege matters not insured against by this policy.

(b) The Company shall have the right, in addition to the options contained in Section 7 of these Conditions, at its own cost, to institute and prosecute any action or proceeding or to do any other act that in its opinion may be necessary or desirable to establish the Title, as insured, or to prevent or reduce loss or damage to the Insured. The Company may take any appropriate action under the terms of this policy, whether or not it shall be liable to the Insured. The exercise of these rights shall not be an admission of liability or waiver of any provision of this policy. If the Company exercises its rights under this subsection, it must do so diligently.

(c) Whenever the Company brings an action or asserts a defense as required or permitted by this policy, the Company may pursue the litigation to a final determination by a court of competent jurisdiction, and it expressly reserves the right, in its sole discretion, to appeal any adverse judgment or order.

6. DUTY OF INSURED CLAIMANT TO COOPERATE

(a) In all cases where this policy permits or requires the Company to prosecute or provide for the defense of any action or proceeding and any appeals, the Insured shall secure to the Company the right to so prosecute or provide defense in the action or proceeding, including the right to use, at its option, the name of the Insured for this purpose. Whenever requested by the Company, the Insured, at the Company's expense, shall give the Company all reasonable aid (i) in securing evidence, obtaining witnesses, prosecuting or defending the action or proceeding, or effecting settlement, and (ii) in any other lawful act that in the opinion of the Company may be necessary or desirable to establish the Title or any other matter as insured. If the Company is prejudiced by the failure of the Insured to furnish the required cooperation, the Company's obligations to the Insured under the policy shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation, with regard to the matter or matters requiring such cooperation.

(b) The Company may reasonably require the Insured Claimant to submit to examination under oath by any authorized representative of the Company and to produce for examination, inspection, and copying, at such reasonable times and places as may be designated by the authorized representative of the Company, all records, in whatever medium maintained, including books, ledgers, checks, memoranda, correspondence, reports, e-mails, disks, tapes, and videos whether bearing a date before or after Date of Policy, that reasonably pertain to the loss or damage. Further, if requested by any authorized representative of the Company, the Insured Claimant shall grant its permission, in writing, for any authorized representative of the Company to examine, inspect, and copy all of these records in the custody or control of a third party that reasonably pertain to the loss or damage. All information designated as confidential by the Insured Claimant 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 Insured Claimant to submit for examination under oath, produce any reasonably requested information, or grant permission to secure reasonably necessary information from third parties as required in this subsection, unless prohibited by law or governmental regulation, shall terminate any liability of the Company under this policy as to that claim.

7. OPTIONS TO PAY OR OTHERWISE SETTLE CLAIMS; TERMINATION OF LIABILITY

In case of a claim under this policy, the Company shall have the following additional options:

(a) To Pay or Tender Payment of the Amount of Insurance. To pay or tender payment of the Amount of Insurance under this policy together with any costs, attorneys' fees, and expenses incurred by the Insured Claimant that were authorized by the Company up to the time of payment or tender of payment and that the Company is obligated to pay. Upon the exercise by the Company of this option, all liability and obligations of the Company to the Insured under this policy, other than to make the payment required in this subsection, shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation.

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

(i) to pay or otherwise settle with other parties for or in the name of an Insured Claimant any claim insured against under this policy. In addition, the Company will pay any costs, attorneys' fees, and expenses incurred by the Insured Claimant that were authorized by the Company up to the time of payment and that the Company is obligated to pay; or

(ii) to pay or otherwise settle with the Insured Claimant the loss or damage provided for under this policy, together with any costs, attorneys' fees, and expenses incurred by the Insured Claimant that were authorized by the Company up to the time of payment and that the Company is obligated to pay.

Upon the exercise by the Company of either of the options provided for in subsections (b)(i) or (ii), the Company's obligations to the Insured under this policy for the claimed loss or damage, other than the payments required to be made, shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation.

Copyright 2006-2009 American Land Title Association. All rights reserved.
The use of this Form is restricted to ALTA licensees and ALTA members in good standing as of the date of use.
All other uses are prohibited. Reprinted under license from the American Land Title Association.

8. DETERMINATION AND EXTENT OF LIABILITY

This policy is a contract of indemnity against actual monetary loss or damage sustained or incurred by the Insured Claimant who has suffered loss or damage by reason of matters insured against by this policy.

(a) The extent of liability of the Company for loss or damage under this policy shall not exceed the lesser of
  (i) the Amount of Insurance; or
  (ii) the difference between the value of the Title as insured and the value of the Title subject to the risk insured against by this policy.

(b) If the Company pursues its rights under Section 5 of these Conditions and is unsuccessful in establishing the Title, as insured,
  (i) the Amount of Insurance shall be increased by 10%, and
  (ii) the Insured Claimant shall have the right to have the loss or damage determined either as of the date the claim was made by the Insured Claimant or as of the date it is settled and paid.

(c) In addition to the extent of liability under (a) and (b), the Company will also pay those costs, attorneys' fees, and expenses incurred in accordance with Sections 5 and 7 of these Conditions.

9. LIMITATION OF LIABILITY

(a) If the Company establishes the Title, or removes the alleged defect, lien, or encumbrance, or cures the lack of a right of access to or from the Land, or cures the claim of Unmarketable Title, all as insured, in a reasonably diligent manner by any method, including litigation and the completion of any appeals, it shall have fully performed its obligations with respect to that matter and shall not be liable for any loss or damage caused to the Insured.

(b) In the event of any litigation, including 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, adverse to the Title, as insured.

(c) The Company shall not be liable for loss or damage to the Insured for liability voluntarily assumed by the Insured in settling any claim or suit without the prior written consent of the Company.

10. REDUCTION OF INSURANCE; REDUCTION OR TERMINATION OF LIABILITY

All payments under this policy, except payments made for costs, attorneys' fees, and expenses, shall reduce the Amount of Insurance by the amount of the payment.

11. LIABILITY NONCUMULATIVE

The Amount of Insurance shall be reduced by any amount the Company pays under any policy insuring a Mortgage to which exception is taken in Schedule B or to which the Insured has agreed, assumed, or taken subject, or which is executed by an Insured after Date of Policy and which is a charge or lien on the Title, and the amount so paid shall be deemed a payment to the Insured under this policy.

12. PAYMENT OF LOSS

When liability and the extent of loss or damage have been definitely fixed in accordance with these Conditions, the payment shall be made within 30 days.

13. RIGHTS OF RECOVERY UPON PAYMENT OR SETTLEMENT

(a) Whenever the Company shall have settled and paid a claim under this policy, it shall be subrogated and entitled to the rights of the Insured Claimant in the Title and all other rights and remedies in respect to the claim that the Insured Claimant has against any person or property, to the extent of the amount of any loss, costs, attorneys' fees, and expenses paid by the Company. If requested by the Company, the Insured Claimant shall execute documents to evidence the transfer to the Company of these rights and remedies. The Insured Claimant shall permit the Company to sue, compromise, or settle in the name of the Insured Claimant and to use the name of the Insured Claimant in any transaction or litigation involving these rights and remedies.

If a payment on account of a claim does not fully cover the loss of the Insured Claimant, the Company shall defer the exercise of its right to recover until after the Insured Claimant shall have recovered its loss.

(b) The Company's right of subrogation includes the rights of the Insured to indemnities, guaranties, other policies of insurance, or bonds, notwithstanding any terms or conditions contained in those instruments that address subrogation rights.

14. ARBITRATION

Either the Company or the Insured may demand that the claim or controversy shall be submitted to arbitration pursuant to the Title Insurance Arbitration Rules of the American Land Title Association ("Rules"). Except as provided in the Rules, there shall be no joinder or consolidation with claims or controversies of other persons. Arbitrable matters may include, but are not limited to, any controversy or claim between the Company and the Insured arising out of or relating to this policy, any service in connection with its issuance or the breach of a policy provision, or to any other controversy or claim arising out of the transaction giving rise to this policy. All arbitrable matters when the Amount of Insurance is $2,000,000 or less shall be arbitrated at the option of either the Company or the Insured. All arbitrable matters when the Amount of Insurance is in excess of $2,000,000 shall be arbitrated only when agreed to by both the Company and the Insured. Arbitration pursuant to this policy and under the Rules shall be binding upon the parties. Judgment upon the award rendered by the Arbitrator(s) may be entered in any court of competent jurisdiction.

15. LIABILITY LIMITED TO THIS POLICY; POLICY ENTIRE CONTRACT

(a) This policy together with all endorsements, if any, attached to it by the Company is the entire policy and contract between the Insured and the Company. In interpreting any provision of this policy, this policy shall be construed as a whole.

(b) Any claim of loss or damage that arises out of the status of the Title or by any action asserting such claim shall be restricted to this policy.

(c) Any amendment of or endorsement to this policy must be in writing and authenticated by an authorized person, or expressly incorporated by Schedule A of this policy.

(d) Each endorsement to this policy issued at any time is made a part of this policy and is subject to all of its terms and provisions. Except as the endorsement expressly states, it does not (i) modify any of the terms and provisions of the policy, (ii) modify any prior endorsement, (iii) extend the Date of Policy, or (iv) increase the Amount of Insurance.

16. SEVERABILITY

In the event any provision of this policy, in whole or in part, is held invalid or unenforceable under applicable law, the policy shall be deemed not to include that provision or such part held to be invalid, but all other provisions shall remain in full force and effect.

17. CHOICE OF LAW; FORUM

(a) Choice of Law: The Insured acknowledges the Company has underwritten the risks covered by this policy and determined the premium charged therefor in reliance upon the law affecting interests in real property and applicable to the interpretation, rights, remedies, or enforcement of policies of title insurance of the jurisdiction where the Land is located.
Therefore, the court or an arbitrator shall apply the law of the jurisdiction where the Land is located to determine the validity of claims against the Title that are adverse to the Insured and to interpret and enforce the terms of this policy. In neither case shall the court or arbitrator apply its conflicts of law principles to determine the applicable law.

(b) Choice of Forum: Any litigation or other proceeding brought by the Insured against the Company must be filed only in a state or federal court within the United States of America or its territories having appropriate jurisdiction.

18. NOTICES, WHERE SENT

Any notice of claim and any other notice or statement in writing required to be given to the Company under this policy must be given to the Company at Claims Department at P.O. Box 2029, Houston, TX 77252-2029.

Copyright 2006-2009 American Land Title Association. All rights reserved.
The use of this Form is restricted to ALTA licensees and ALTA members in good standing as of the date of use.
All other uses are prohibited. Reprinted under license from the American Land Title Association.

ALTA OWNER'S POLICY OF TITLE INSURANCE
SCHEDULE A

ISSUED BY
STEWART TITLE GUARANTY COMPANY

Name and Address of Title Insurance Company: Stewart Title Guaranty Company
P.O. Box 2029, Houston, TX 77252

File No.: 1921938

Policy No.: O-0000-921114738

Address Reference: Vacant Land, Ketchum, ID 83340
(For Company Reference Purposes Only)

Amount of Insurance: $2,420,000.00

Premium: $6,479.00

Date of Policy: May 07, 2021 at 2:58 pm

1. **Name of Insured:**

   4th and Main Ketchum, LLC, a Utah limited liability company

2. **The estate or interest in the Land that is insured by this policy is:**

   Fee Simple

3. **Title is vested in:**

   4th and Main Ketchum, LLC, a Utah limited liability company

4. **The Land referred to in this policy is described as follows:**

   Lots 1 and 2 in Block 5, 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.

Copyright 2006-2009 American Land Title Association. All rights reserved.
The use of this Form is restricted to ALTA licensees and ALTA members in good standing as of the date of use.
All other uses are prohibited. Reprinted under license from the American Land Title Association.

SCHEDULE B

File No.: 1921938 **Policy No.: O-0000-921114738**

EXCEPTIONS FROM COVERAGE

This policy does not insure against loss or damage (and the Company will not pay costs, attorneys' fees or expenses) that arise by reason of:

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 record.

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 2021 and subsequent years, which are a lien due not yet payable.

10. Water, sewer, rubbish charges of the City of Ketchum.

11. Ketchum rubbish charges billed by Clear Creek Disposal.

12. Facts evidenced by that certain Survey, recorded June 9, 2017, as Instrument No. 644104, records of Blaine County, Idaho.

13. Facts evidenced by that certain ALTA/NSPS Land Title Survey produced by Benchmark Associates for Solstice Homes as Project No. 19195 dated November 21, 2019.

Copyright 2006-2009 American Land Title Association. All rights reserved.
The use of this Form is restricted to ALTA licensees and ALTA members in good standing as of the date of use.
All other uses are prohibited. Reprinted under license from the American Land Title Association.

SCHEDULE B

14. Deed of Trust to secure an indebtedness in the amount shown below, and any other obligations secured thereby:
    Amount: $2,250,000.00
    Dated: 05/07/2021
    Grantor: 4th and Main Ketchum, LLC, a Utah limited liability company
    Trustee: Blaine County Title, Inc.
    Beneficiary: HARM, LLC, an Idaho limited liability company
    Recorded: 05/07/2021, as Instrument No. 682376, records of Blaine County, Idaho

15. Subordination Agreement, executed by PH Architects, in favor of Harm, LLC, recorded 05/07/2021 as Instrument No. 682377, records of Blaine County, Idaho.

16. Subordination Agreement, executed by B & G Dirtworks, LLC, in favor of Harm, LLC, recorded 05/07/2021 as Instrument No. 682378, records of Blaine County, Idaho.

17. Subordination Agreement, executed by Gordon Goetechnical Engineering, in favor of Harm, LLC, recorded 05/07/2021 as Instrument No. 682379, records of Blaine County, Idaho.

Copyright 2006-2009 American Land Title Association. All rights reserved.
The use of this Form is restricted to ALTA licensees and ALTA members in good standing as of the date of use.
All other uses are prohibited. Reprinted under license from the American Land Title Association.

Instrument # 682375
HAILEY, BLAINE, IDAHO
05-07-2021 2:58:38 PM No. of Pages: 2
Recorded for: BLAINE COUNTY TITLE
JOLYNN DRAGE Fee: $15.00
Ex-Officio Recorder Deputy: GWB
Electronically Recorded by Simplifile

BCT
BLAINE COUNTY TITLE

WARRANTY DEED

FOR VALUE RECEIVED

400 North Main, LLC, an Idaho Limited Liability Company,

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

4th and Main Ketchum, LLC, a Utah limited liability company

the Grantee, whose current address is: 4685 Highland Dr Suite 224, Salt Lake City, UT 84117

the following described premises, to-wit:

Lots 1 and 2 in Block 5, 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 5TH day of MAY, 2021

400 North Main, LLC

Charles P. Stevenson, Jr., Member

State of New York
County of SUFFOLK

This record was acknowledged before me on 5th day of May, 2021, by Charles P Stevenson Jr, as Member of 400 North Main, LLC.

Notary Public Kevin Rodriguez O
My Commission Expires: April 12th 2025

(STAMP)

KEVIN RODRIGUEZ OSORIO
NOTARY PUBLIC, STATE OF NEW YORK
NO.01RO6416209
QUALIFIED IN SUFFOLK COUNTY
TERM EXPIRES APRIL 12, 2025

Attachment D

Application Materials:

Lot Consolidation

Preliminary Plat

Plan Set

A PLAT SHOWING

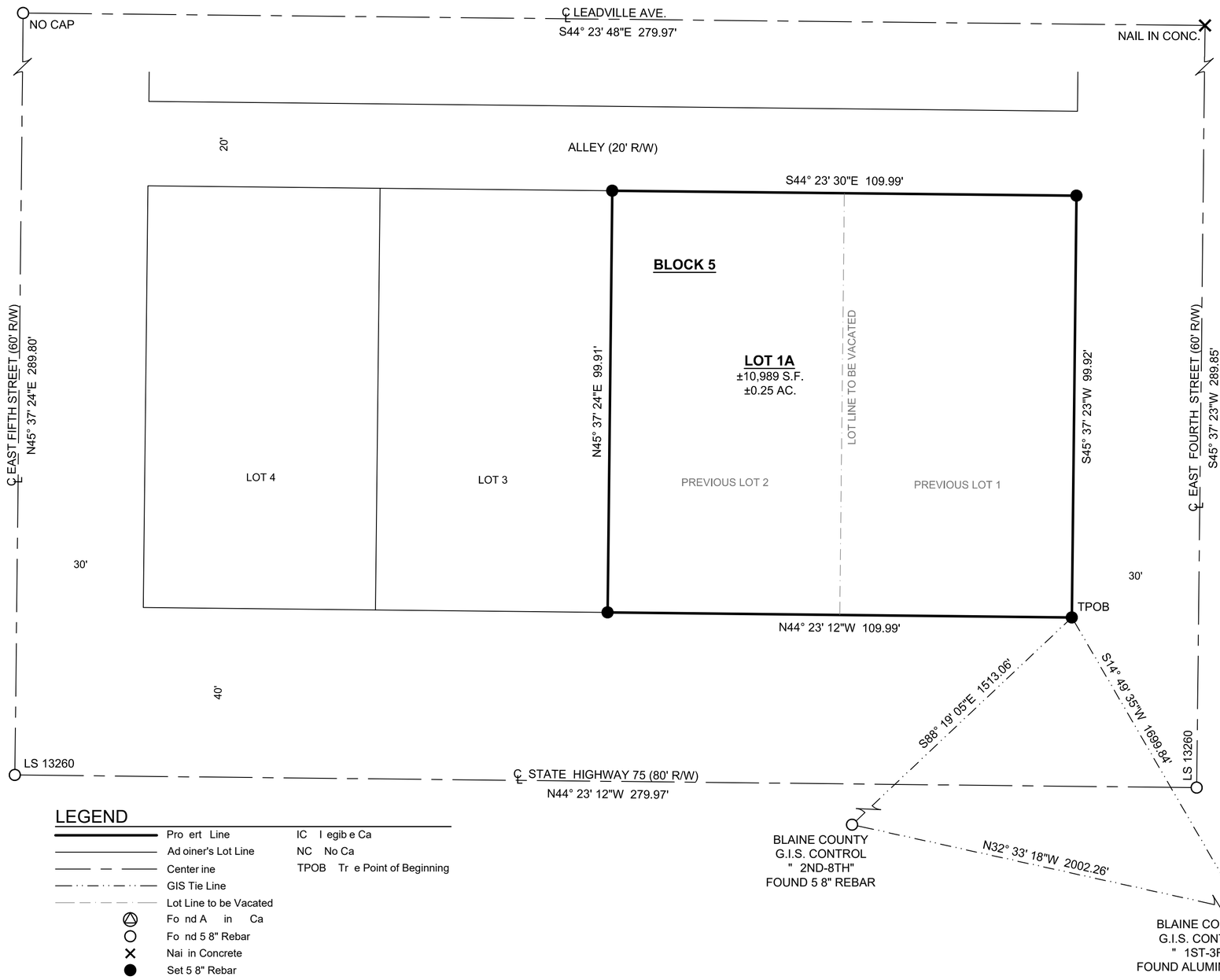
LOT 1A, BLOCK 5, KETCHUM TOWNSITE

LOCATED WITHIN SECTION 18, T.4N., R.18E., B.M., CITY OF KETCHUM, BLAINE COUNTY, IDAHO
WHEREIN THE LOT LINE BETWEEN LOTS 1 AND 2, BLOCK 5, CITY OF KETCHUM IS VACATED

JANUARY 2022

20 10 0 20 40 60
SCALE IN FEET

SCALE: 1" = 20'



SURVEY NARRATIVE & NOTES

1. The r ose of this s r e is to sho the on ents fo nd and set d ring the bo ndar retrace ent of Lots 1 and 2, B oc 5, etch To nsite, and acate the ine bet een the t o ots. The bo ndar sho n is based on fo nd on ents and the Record of S r e for: B oc 5, Lots 1 2, Instr ent N ber 644104, records of B aine Co nt , Idaho. A fo nd on ents ha e been acce ted. Lot corner on ents ere set b b oc brea do n and ro ortioning record distances.

2. The c rrent oning is CC. Refer to the Cit of etch oning Ordinance for s ecific infor ation abo t this one.

3. The o ner of Lots 1 2 is 400 N Main, LLC, PO Bo 1390, So tha ton, NY 11969 and the o ner of Lots 3 4 is For a In est ent, LLC, P.O. Bo 775, etch , ID 83340. The s r e or re resentation is Mar E. Phi i s, Ga ena Engineering, Inc., 317 N. Ri er St., Hai e , Idaho 83333.

VICINITY MAP
N.T.S.

LEGEND

Pro ert Line	IC I egib e Ca
Ad oiner's Lot Line	NC No Ca
Center ine	TPOB Tr e Point of Beginning
GIS Tie Line	
Lot Line to be Vacated	
Fo nd A in Ca	
Fo nd 5 8" Rebar	
Nai in Concrete	
Set 5 8" Rebar	

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 District Health Dept., EHS

PRELIMINARY

PROFESSIONAL LAND SURVEYOR LICENSED 16670 STATE OF IDAHO MARK E. PHILLIPS

MARK E. PHILLIPS, P.L.S. 16670

LOT 1A, BLOC 5,
ETCHUM TOWNSITE

GALENA ENGINEERING, INC.
HAILEY, IDAHO

1 OF 2
Job No. 7821

Attachment E

Application Materials: Condominium Subdivision Preliminary Plat Application

&

Supplemental Materials

City of Ketchum
Planning & Building

OFFICIAL USE ONLY	
Application Number:	P22-043B
Date Received:	11/10/22
By:	SMcCollum
Fee Paid:	5775.-
Approved Date:	
By:	

Pre

Subdivision Application

Submit completed application to the Planning and Building Department electronically to planningandzoning@ketchumidaho.org. Once your application has been received, we will review it and contact you with the next steps. 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 and click on Municipal Code.

APPLICANT INFORMATION			
Name of Proposed Subdivision: Solstice Condominiums			
Owner of Record: See plat note 10.			
Address of Owner: See plat note 10.			
Representative of Owner: See plat note 10.			
Legal Description: Ketchum Block 5 Lots 1 & 2		RPK 00000050010 & 00000050020	
Street Address:			
SUBDIVISION INFORMATION			
Number of Lots/Parcels: 4 Retail Units and 7 Residential Units			
Total Land Area: 10,989 S.F. (0.25 AC)			
Current Zoning District: 10,989 S.F. (0.25 AC)			
Proposed Zoning District: Community Core (CC) Retail Core Subdistrict			
Overlay District:			
TYPE OF SUBDIVISION			
Condominium ☒	Land ☐	PUD ☐	Townhouse ☐
Adjacent land in same ownership in acres or square feet:			
Easements to be dedicated on the final plat: None.			
Briefly describe the improvements to be installed prior to final plat approval: Certificate of Occupancy per 16.04.070C1a			
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 planningandzoning@ketchumidaho.org			

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.

Applicant Signature Date

ALTA OWNER'S POLICY OF TITLE INSURANCE

ISSUED BY
STEWART TITLE GUARANTY COMPANY

Any notice of claim and any other notice or statement in writing required to be given to the Company under this Policy must be given to the Company at the address shown in Section 18 of the Conditions.

COVERED RISKS

SUBJECT TO THE EXCLUSIONS FROM COVERAGE, THE EXCEPTIONS FROM COVERAGE CONTAINED IN SCHEDULE B AND THE CONDITIONS, STEWART TITLE GUARANTY COMPANY, a Texas corporation, (the "Company") insures, as of Date of Policy and, to the extent stated in Covered Risks 9 and 10, after Date of Policy, against loss or damage, not exceeding the Amount of Insurance, sustained or incurred by the Insured by reason of:

1. Title being vested other than as stated in Schedule A.
2. Any defect in or lien or encumbrance on the Title. This Covered Risk includes but is not limited to insurance against loss from
   (a) A defect in the Title caused by
      (i) forgery, fraud, undue influence, duress, incompetency, incapacity, or impersonation;
      (ii) failure of any person or Entity to have authorized a transfer or conveyance;
      (iii) a document affecting Title not properly created, executed, witnessed, sealed, acknowledged, notarized, or delivered;
      (iv) failure to perform those acts necessary to create a document by electronic means authorized by law;
      (v) a document executed under a falsified, expired, or otherwise invalid power of attorney;
      (vi) a document not properly filed, recorded, or indexed in the Public Records including failure to perform those acts by electronic means authorized by law; or
      (vii) a defective judicial or administrative proceeding.
   (b) The lien of real estate taxes or assessments imposed on the Title by a governmental authority due or payable, but unpaid.
   (c) 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. The term "encroachment" includes encroachments of existing improvements located on the Land onto adjoining land, and encroachments onto the Land of existing improvements located on adjoining land.
3. Unmarketable Title.
4. No right of access to and from the Land.
5. The violation or enforcement of any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to
   (a) the occupancy, use, or enjoyment of the Land;
   (b) the character, dimensions, or location of any improvement erected on the Land;
   (c) the subdivision of land; or
   (d) environmental protection
   if a notice, describing any part of the Land, is recorded in the Public Records setting forth the violation or intention to enforce, but only to the extent of the violation or enforcement referred to in that notice.
6. An enforcement action based on the exercise of a governmental police power not covered by Covered Risk 5 if a notice of the enforcement action, describing any part of the Land, is recorded in the Public Records, but only to the extent of the enforcement referred to in that notice.
7. The exercise of the rights of eminent domain if a notice of the exercise, describing any part of the Land, is recorded in the Public Records.
8. Any taking by a governmental body that has occurred and is binding on the rights of a purchaser for value without Knowledge.

Countersigned by:

Authorized Countersignature

Blaine County Title, Inc.
360 Sun Valley Road
P.O. Box 3176
Ketchum, ID 83340
(208) 726-0700
Agent ID: 120037

STEWART TITLE GUARANTY COMPANY INCORPORATED 1908 TEXAS

Frederick H. Eppinger
President and CEO

David Hisey
Secretary

For coverage information or assistance resolving a complaint, call (800) 729-1902 or visit www.stewart.com. To make a claim, furnish written notice in accordance with Section 3 of the Conditions.

Copyright 2006-2009 American Land Title Association. All rights reserved.
The use of this Form is restricted to ALTA licensees and ALTA members in good standing as of the date of use.
All other uses are prohibited. Reprinted under license from the American Land Title Association.

COVERED RISKS (Continued)

9. Title being vested other than as stated in Schedule A or being defective
   (a) as a result of the avoidance in whole or in part, or from a court order providing an alternative remedy, of a transfer of all or any part of the title to or any interest in the Land occurring prior to the transaction vesting Title as shown in Schedule A because that prior transfer constituted a fraudulent or preferential transfer under federal bankruptcy, state insolvency, or similar creditors' rights laws; or
   (b) because the instrument of transfer vesting Title as shown in Schedule A constitutes a preferential transfer under federal bankruptcy, state insolvency, or similar creditors' rights laws by reason of the failure of its recording in the Public Records
      (i) to be timely; or
      (ii) to impart notice of its existence to a purchaser for value or to a judgment or lien creditor.
10. Any defect in or lien or encumbrance on the Title or other matter included in Covered Risks 1 through 9 that has been created or attached or has been filed or recorded in the Public Records subsequent to Date of Policy and prior to the recording of the deed or other instrument of transfer in the Public Records that vests Title as shown in Schedule A.

The Company will also pay the costs, attorneys' fees, and expenses incurred in defense of any matter insured against by this Policy, but only to the extent provided in the Conditions.

EXCLUSIONS FROM COVERAGE

The following matters are expressly excluded from the coverage of this policy, and the Company will not pay loss or damage, costs, attorneys' fees, or expenses that arise by reason of:

1. (a) Any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to
      (i) the occupancy, use, or enjoyment of the Land;
      (ii) the character, dimensions, or location of any improvement erected on the Land;
      (iii) the subdivision of land; or
      (iv) environmental protection;

   or the effect of any violation of these laws, ordinances, or governmental regulations. This Exclusion 1(a) does not modify or limit the coverage provided under Covered Risk 5.
   (b) Any governmental police power. This Exclusion 1(b) does not modify or limit the coverage provided under Covered Risk 6.
2. Rights of eminent domain. This Exclusion does not modify or limit the coverage provided under Covered Risk 7 or 8.
3. Defects, liens, encumbrances, adverse claims, or other matters
   (a) created, suffered, assumed, or agreed to by the Insured Claimant;
   (b) not Known to the Company, not recorded in the Public Records at Date of Policy, but Known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;
   (c) resulting in no loss or damage to the Insured Claimant;
   (d) attaching or created subsequent to Date of Policy (however, this does not modify or limit the coverage provided under Covered Risk 9 and 10); or
   (e) resulting in loss or damage that would not have been sustained if the Insured Claimant had paid value for the Title.
4. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that the transaction vesting the Title as shown in Schedule A, is
   (a) a fraudulent conveyance or fraudulent transfer; or
   (b) a preferential transfer for any reason not stated in Covered Risk 9 of this policy.
5. Any lien on the Title for real estate taxes or assessments imposed by governmental authority and created or attaching between Date of Policy and the date of recording of the deed or other instrument of transfer in the Public Records that vests Title as shown in Schedule A.

CONDITIONS

1. DEFINITION OF TERMS

The following terms when used in this policy mean:

(a) “Amount of Insurance”: The amount stated in Schedule A, as may be increased or decreased by endorsement to this policy, increased by Section 8(b), or decreased by Sections 10 and 11 of these Conditions.
(b) “Date of Policy”: The date designated as “Date of Policy” in Schedule A.
(c) “Entity”: A corporation, partnership, trust, limited liability company, or other similar legal entity.
(d) “Insured": The Insured named in Schedule A.
   (i) the term "Insured" also includes
      (A) successors to the Title of the Insured by operation of law as distinguished from purchase, including heirs, devisees, survivors, personal representatives, or next of kin;
      (B) successors to an Insured by dissolution, merger, consolidation, distribution, or reorganization;
      (C) successors to an Insured by its conversion to another kind of Entity;
      (D) a grantee of an Insured under a deed delivered without payment of actual valuable consideration conveying the Title
         (1) if the stock, shares, memberships, or other equity interests of the grantee are wholly-owned by the named Insured.
         (2) if the grantee wholly owns the named Insured.
         (3) if the grantee is wholly-owned by an affiliated Entity of the named Insured, provided the affiliated Entity and the named Insured are both wholly-owned by the same person or Entity, or
         (4) if the grantee is a trustee or beneficiary of a trust created by a written instrument established by the Insured named in Schedule A for estate planning purposes.
      (ii) with regard to (A), (B), (C), and (D) reserving, however, all rights and defenses as to any successor that the Company would have had against any predecessor Insured.
(e) "Insured Claimant": An Insured claiming loss or damage.
(f) "Knowledge" or "Known": Actual knowledge, not constructive knowledge or notice that may be imputed to an Insured by reason of the Public Records or any other records that impart constructive notice of matters affecting the Title.
(g) "Land": The land described in Schedule A, and affixed improvements that by law constitute real property. The term "Land" does not include any property beyond the lines of the area described in Schedule A, nor any right, title, interest, estate, or easement in abutting streets, roads, avenues, alleys, lanes, ways, or waterways, but this does not modify or limit the extent that a right of access to and from the Land is insured by this policy.
(h) "Mortgage": Mortgage, deed of trust, trust deed, or other security instrument, including one evidenced by electronic means authorized by law.
(i) "Public Records": Records established under state statutes at Date of Policy for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without Knowledge. With respect to Covered Risk 5(d), "Public Records" shall also include environmental protection liens filed in the records of the clerk of the United States District Court for the district where the Land is located.
(j) “Title”: The estate or interest described in Schedule A.
(k) "Unmarketable Title": Title affected by an alleged or apparent matter that would permit a prospective purchaser or lessee of the Title or lender on the Title to be released from the obligation to purchase, lease, or lend if there is a contractual condition requiring the delivery of marketable title.

Copyright 2006-2009 American Land Title Association. All rights reserved.
The use of this Form is restricted to ALTA licensees and ALTA members in good standing as of the date of use.
All other uses are prohibited. Reprinted under license from the American Land Title Association.

2. CONTINUATION OF INSURANCE

The coverage of this policy shall continue in force as of Date of Policy in favor of an Insured, but only so long as the Insured retains an estate or interest in the Land, or holds an obligation secured by a purchase money Mortgage given by a purchaser from the Insured, or only so long as the Insured shall have liability by reason of warranties in any transfer or conveyance of the Title. This policy shall not continue in force in favor of any purchaser from the Insured of either (i) an estate or interest in the Land, or (ii) an obligation secured by a purchase money Mortgage given to the Insured.

3. NOTICE OF CLAIM TO BE GIVEN BY INSURED CLAIMANT

The Insured shall notify the Company promptly in writing (i) in case of any litigation as set forth in Section 5(a) of these Conditions, (ii) in case Knowledge shall come to an Insured hereunder of any claim of title or interest that is adverse to the Title, as insured, and that might cause loss or damage for which the Company may be liable by virtue of this policy, or (iii) if the Title, as insured, is rejected as Unmarketable Title. If the Company is prejudiced by the failure of the Insured Claimant to provide prompt notice, the Company's liability to the Insured Claimant under the policy shall be reduced to the extent of the prejudice.

4. PROOF OF LOSS

In the event the Company is unable to determine the amount of loss or damage, the Company may, at its option, require as a condition of payment that the Insured Claimant furnish a signed proof of loss. The proof of loss must describe the defect, lien, encumbrance, or other matter insured against by this policy that constitutes the basis of loss or damage and shall state, to the extent possible, the basis of calculating the amount of the loss or damage.

5. DEFENSE AND PROSECUTION OF ACTIONS

(a) Upon written request by the Insured, and subject to the options contained in Section 7 of these Conditions, the Company, at its own cost and without unreasonable delay, shall provide for the defense of an Insured in litigation in which any third party asserts a claim covered by this policy adverse to the Insured. This obligation is limited to only those stated causes of action alleging matters insured against by this policy. The Company shall have the right to select counsel of its choice (subject to the right of the Insured to object for reasonable cause) to represent the Insured as to those stated causes of action. It shall not be liable for and will not pay the fees of any other counsel. The Company will not pay any fees, costs, or expenses incurred by the Insured in the defense of those causes of action that allege matters not insured against by this policy.

(b) The Company shall have the right, in addition to the options contained in Section 7 of these Conditions, at its own cost, to institute and prosecute any action or proceeding or to do any other act that in its opinion may be necessary or desirable to establish the Title, as insured, or to prevent or reduce loss or damage to the Insured. The Company may take any appropriate action under the terms of this policy, whether or not it shall be liable to the Insured. The exercise of these rights shall not be an admission of liability or waiver of any provision of this policy. If the Company exercises its rights under this subsection, it must do so diligently.

(c) Whenever the Company brings an action or asserts a defense as required or permitted by this policy, the Company may pursue the litigation to a final determination by a court of competent jurisdiction, and it expressly reserves the right, in its sole discretion, to appeal any adverse judgment or order.

6. DUTY OF INSURED CLAIMANT TO COOPERATE

(a) In all cases where this policy permits or requires the Company to prosecute or provide for the defense of any action or proceeding and any appeals, the Insured shall secure to the Company the right to so prosecute or provide defense in the action or proceeding, including the right to use, at its option, the name of the Insured for this purpose. Whenever requested by the Company, the Insured, at the Company's expense, shall give the Company all reasonable aid (i) in securing evidence, obtaining witnesses, prosecuting or defending the action or proceeding, or effecting settlement, and (ii) in any other lawful act that in the opinion of the Company may be necessary or desirable to establish the Title or any other matter as insured. If the Company is prejudiced by the failure of the Insured to furnish the required cooperation, the Company's obligations to the Insured under the policy shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation, with regard to the matter or matters requiring such cooperation.

(b) The Company may reasonably require the Insured Claimant to submit to examination under oath by any authorized representative of the Company and to produce for examination, inspection, and copying, at such reasonable times and places as may be designated by the authorized representative of the Company, all records, in whatever medium maintained, including books, ledgers, checks, memoranda, correspondence, reports, e-mails, disks, tapes, and videos whether bearing a date before or after Date of Policy, that reasonably pertain to the loss or damage. Further, if requested by any authorized representative of the Company, the Insured Claimant shall grant its permission, in writing, for any authorized representative of the Company to examine, inspect, and copy all of these records in the custody or control of a third party that reasonably pertain to the loss or damage. All information designated as confidential by the Insured Claimant 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 Insured Claimant to submit for examination under oath, produce any reasonably requested information, or grant permission to secure reasonably necessary information from third parties as required in this subsection, unless prohibited by law or governmental regulation, shall terminate any liability of the Company under this policy as to that claim.

7. OPTIONS TO PAY OR OTHERWISE SETTLE CLAIMS; TERMINATION OF LIABILITY

In case of a claim under this policy, the Company shall have the following additional options:

(a) To Pay or Tender Payment of the Amount of Insurance. To pay or tender payment of the Amount of Insurance under this policy together with any costs, attorneys' fees, and expenses incurred by the Insured Claimant that were authorized by the Company up to the time of payment or tender of payment and that the Company is obligated to pay. Upon the exercise by the Company of this option, all liability and obligations of the Company to the Insured under this policy, other than to make the payment required in this subsection, shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation.

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

(i) to pay or otherwise settle with other parties for or in the name of an Insured Claimant any claim insured against under this policy. In addition, the Company will pay any costs, attorneys' fees, and expenses incurred by the Insured Claimant that were authorized by the Company up to the time of payment and that the Company is obligated to pay; or

(ii) to pay or otherwise settle with the Insured Claimant the loss or damage provided for under this policy, together with any costs, attorneys' fees, and expenses incurred by the Insured Claimant that were authorized by the Company up to the time of payment and that the Company is obligated to pay.

Upon the exercise by the Company of either of the options provided for in subsections (b)(i) or (ii), the Company's obligations to the Insured under this policy for the claimed loss or damage, other than the payments required to be made, shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation.

Copyright 2006-2009 American Land Title Association. All rights reserved.
The use of this Form is restricted to ALTA licensees and ALTA members in good standing as of the date of use.
All other uses are prohibited. Reprinted under license from the American Land Title Association.

8. DETERMINATION AND EXTENT OF LIABILITY

This policy is a contract of indemnity against actual monetary loss or damage sustained or incurred by the Insured Claimant who has suffered loss or damage by reason of matters insured against by this policy.

(a) The extent of liability of the Company for loss or damage under this policy shall not exceed the lesser of
  (i) the Amount of Insurance; or
  (ii) the difference between the value of the Title as insured and the value of the Title subject to the risk insured against by this policy.

(b) If the Company pursues its rights under Section 5 of these Conditions and is unsuccessful in establishing the Title, as insured,
  (i) the Amount of Insurance shall be increased by 10%, and
  (ii) the Insured Claimant shall have the right to have the loss or damage determined either as of the date the claim was made by the Insured Claimant or as of the date it is settled and paid.

(c) In addition to the extent of liability under (a) and (b), the Company will also pay those costs, attorneys' fees, and expenses incurred in accordance with Sections 5 and 7 of these Conditions.

9. LIMITATION OF LIABILITY

(a) If the Company establishes the Title, or removes the alleged defect, lien, or encumbrance, or cures the lack of a right of access to or from the Land, or cures the claim of Unmarketable Title, all as insured, in a reasonably diligent manner by any method, including litigation and the completion of any appeals, it shall have fully performed its obligations with respect to that matter and shall not be liable for any loss or damage caused to the Insured.

(b) In the event of any litigation, including 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, adverse to the Title, as insured.

(c) The Company shall not be liable for loss or damage to the Insured for liability voluntarily assumed by the Insured in settling any claim or suit without the prior written consent of the Company.

10. REDUCTION OF INSURANCE; REDUCTION OR TERMINATION OF LIABILITY

All payments under this policy, except payments made for costs, attorneys' fees, and expenses, shall reduce the Amount of Insurance by the amount of the payment.

11. LIABILITY NONCUMULATIVE

The Amount of Insurance shall be reduced by any amount the Company pays under any policy insuring a Mortgage to which exception is taken in Schedule B or to which the Insured has agreed, assumed, or taken subject, or which is executed by an Insured after Date of Policy and which is a charge or lien on the Title, and the amount so paid shall be deemed a payment to the Insured under this policy.

12. PAYMENT OF LOSS

When liability and the extent of loss or damage have been definitely fixed in accordance with these Conditions, the payment shall be made within 30 days.

13. RIGHTS OF RECOVERY UPON PAYMENT OR SETTLEMENT

(a) Whenever the Company shall have settled and paid a claim under this policy, it shall be subrogated and entitled to the rights of the Insured Claimant in the Title and all other rights and remedies in respect to the claim that the Insured Claimant has against any person or property, to the extent of the amount of any loss, costs, attorneys' fees, and expenses paid by the Company. If requested by the Company, the Insured Claimant shall execute documents to evidence the transfer to the Company of these rights and remedies. The Insured Claimant shall permit the Company to sue, compromise, or settle in the name of the Insured Claimant and to use the name of the Insured Claimant in any transaction or litigation involving these rights and remedies.

If a payment on account of a claim does not fully cover the loss of the Insured Claimant, the Company shall defer the exercise of its right to recover until after the Insured Claimant shall have recovered its loss.

(b) The Company's right of subrogation includes the rights of the Insured to indemnities, guaranties, other policies of insurance, or bonds, notwithstanding any terms or conditions contained in those instruments that address subrogation rights.

14. ARBITRATION

Either the Company or the Insured may demand that the claim or controversy shall be submitted to arbitration pursuant to the Title Insurance Arbitration Rules of the American Land Title Association ("Rules"). Except as provided in the Rules, there shall be no joinder or consolidation with claims or controversies of other persons. Arbitrable matters may include, but are not limited to, any controversy or claim between the Company and the Insured arising out of or relating to this policy, any service in connection with its issuance or the breach of a policy provision, or to any other controversy or claim arising out of the transaction giving rise to this policy. All arbitrable matters when the Amount of Insurance is $2,000,000 or less shall be arbitrated at the option of either the Company or the Insured. All arbitrable matters when the Amount of Insurance is in excess of $2,000,000 shall be arbitrated only when agreed to by both the Company and the Insured. Arbitration pursuant to this policy and under the Rules shall be binding upon the parties. Judgment upon the award rendered by the Arbitrator(s) may be entered in any court of competent jurisdiction.

15. LIABILITY LIMITED TO THIS POLICY; POLICY ENTIRE CONTRACT

(a) This policy together with all endorsements, if any, attached to it by the Company is the entire policy and contract between the Insured and the Company. In interpreting any provision of this policy, this policy shall be construed as a whole.

(b) Any claim of loss or damage that arises out of the status of the Title or by any action asserting such claim shall be restricted to this policy.

(c) Any amendment of or endorsement to this policy must be in writing and authenticated by an authorized person, or expressly incorporated by Schedule A of this policy.

(d) Each endorsement to this policy issued at any time is made a part of this policy and is subject to all of its terms and provisions. Except as the endorsement expressly states, it does not (i) modify any of the terms and provisions of the policy, (ii) modify any prior endorsement, (iii) extend the Date of Policy, or (iv) increase the Amount of Insurance.

16. SEVERABILITY

In the event any provision of this policy, in whole or in part, is held invalid or unenforceable under applicable law, the policy shall be deemed not to include that provision or such part held to be invalid, but all other provisions shall remain in full force and effect.

17. CHOICE OF LAW; FORUM

(a) Choice of Law: The Insured acknowledges the Company has underwritten the risks covered by this policy and determined the premium charged therefor in reliance upon the law affecting interests in real property and applicable to the interpretation, rights, remedies, or enforcement of policies of title insurance of the jurisdiction where the Land is located.
Therefore, the court or an arbitrator shall apply the law of the jurisdiction where the Land is located to determine the validity of claims against the Title that are adverse to the Insured and to interpret and enforce the terms of this policy. In neither case shall the court or arbitrator apply its conflicts of law principles to determine the applicable law.

(b) Choice of Forum: Any litigation or other proceeding brought by the Insured against the Company must be filed only in a state or federal court within the United States of America or its territories having appropriate jurisdiction.

18. NOTICES, WHERE SENT

Any notice of claim and any other notice or statement in writing required to be given to the Company under this policy must be given to the Company at Claims Department at P.O. Box 2029, Houston, TX 77252-2029.

Copyright 2006-2009 American Land Title Association. All rights reserved.
The use of this Form is restricted to ALTA licensees and ALTA members in good standing as of the date of use.
All other uses are prohibited. Reprinted under license from the American Land Title Association.

ALTA OWNER'S POLICY OF TITLE INSURANCE
SCHEDULE A

ISSUED BY
STEWART TITLE GUARANTY COMPANY

Name and Address of Title Insurance Company: Stewart Title Guaranty Company
P.O. Box 2029, Houston, TX 77252

File No.: 1921938

Policy No.: O-0000-921114738

Address Reference: Vacant Land, Ketchum, ID 83340
(For Company Reference Purposes Only)

Amount of Insurance: $2,420,000.00

Premium: $6,479.00

Date of Policy: May 07, 2021 at 2:58 pm

1. **Name of Insured:**

   4th and Main Ketchum, LLC, a Utah limited liability company

2. **The estate or interest in the Land that is insured by this policy is:**

   Fee Simple

3. **Title is vested in:**

   4th and Main Ketchum, LLC, a Utah limited liability company

4. **The Land referred to in this policy is described as follows:**

   Lots 1 and 2 in Block 5, 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.

Copyright 2006-2009 American Land Title Association. All rights reserved.
The use of this Form is restricted to ALTA licensees and ALTA members in good standing as of the date of use.
All other uses are prohibited. Reprinted under license from the American Land Title Association.

SCHEDULE B

File No.: 1921938 **Policy No.: O-0000-921114738**

EXCEPTIONS FROM COVERAGE

This policy does not insure against loss or damage (and the Company will not pay costs, attorneys' fees or expenses) that arise by reason of:

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 record.

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 2021 and subsequent years, which are a lien due not yet payable.

10. Water, sewer, rubbish charges of the City of Ketchum.

11. Ketchum rubbish charges billed by Clear Creek Disposal.

12. Facts evidenced by that certain Survey, recorded June 9, 2017, as Instrument No. 644104, records of Blaine County, Idaho.

13. Facts evidenced by that certain ALTA/NSPS Land Title Survey produced by Benchmark Associates for Solstice Homes as Project No. 19195 dated November 21, 2019.

Copyright 2006-2009 American Land Title Association. All rights reserved.
The use of this Form is restricted to ALTA licensees and ALTA members in good standing as of the date of use.
All other uses are prohibited. Reprinted under license from the American Land Title Association.

SCHEDULE B

14. Deed of Trust to secure an indebtedness in the amount shown below, and any other obligations secured thereby:
    Amount: $2,250,000.00
    Dated: 05/07/2021
    Grantor: 4th and Main Ketchum, LLC, a Utah limited liability company
    Trustee: Blaine County Title, Inc.
    Beneficiary: HARM, LLC, an Idaho limited liability company
    Recorded: 05/07/2021, as Instrument No. 682376, records of Blaine County, Idaho

15. Subordination Agreement, executed by PH Architects, in favor of Harm, LLC, recorded 05/07/2021 as Instrument No. 682377, records of Blaine County, Idaho.

16. Subordination Agreement, executed by B & G Dirtworks, LLC, in favor of Harm, LLC, recorded 05/07/2021 as Instrument No. 682378, records of Blaine County, Idaho.

17. Subordination Agreement, executed by Gordon Goetechnical Engineering, in favor of Harm, LLC, recorded 05/07/2021 as Instrument No. 682379, records of Blaine County, Idaho.

Copyright 2006-2009 American Land Title Association. All rights reserved.
The use of this Form is restricted to ALTA licensees and ALTA members in good standing as of the date of use.
All other uses are prohibited. Reprinted under license from the American Land Title Association.

Instrument # 682375
HAILEY, BLAINE, IDAHO
05-07-2021 2:58:38 PM No. of Pages: 2
Recorded for: BLAINE COUNTY TITLE
JOLYNN DRAGE Fee: $15.00
Ex-Officio Recorder Deputy: GWB
Electronically Recorded by Simplifile

BCT
BLAINE COUNTY TITLE

WARRANTY DEED

FOR VALUE RECEIVED

400 North Main, LLC, an Idaho Limited Liability Company,

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

4th and Main Ketchum, LLC, a Utah limited liability company

the Grantee, whose current address is: 4685 Highland Dr Suite 224, Salt Lake City, UT 84117

the following described premises, to-wit:

Lots 1 and 2 in Block 5, 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 5TH day of MAY, 2021

400 North Main, LLC

Charles P. Stevenson, Jr., Member

State of New York
County of SUFFOLK

This record was acknowledged before me on 5th day of May, 2021, by Charles P Stevenson Jr, as Member of 400 North Main, LLC.

Notary Public Kevin Rodriguez O
My Commission Expires: April 12th 2025

(STAMP)

KEVIN RODRIGUEZ OSORIO
NOTARY PUBLIC, STATE OF NEW YORK
NO.01RO6416209
QUALIFIED IN SUFFOLK COUNTY
TERM EXPIRES APRIL 12, 2025

After Recording Return To:
4th & Main, LLC
4685 South Highland Drive, Suite 224
Salt Lake City, UT 84117

Copy to:
Shumway Van
8 East Broadway, Suite 550
Salt Lake City, UT 84111

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR 4TH & MAIN CONDOMINIUM ASSOCIATION, INC., A PLANNED UNIT DEVELOPMENT IN BlAINE COUNTY, IDAHO

THIS AMENDED DECLARATION INCLUDES IMPORTANT SPECIAL DECLARANT RIGHTS IN SECTION 22, IMPORTANT CONFLICT AND LITIGATION RESOLUTION AND AVOIDANCE PROVISIONS IN SECTION 23.

TABLE OF CONTENTS

RECITALS 10

ARTICLE 1 – DEFINITIONS 10

1.1 "ACT" 10
1.2 "ALLOCATED INTEREST" 10
1.3 "ARTICLES" 10
1.4 "ASSESSMENTS" 10
1.5 "ASSOCIATION" 10
1.6 "ASSOCIATION WARRANTY" 11
1.7 "BYLAWS" 11
1.8 "COMMITTEE MEMBER" 11
1.9 "COMMON AREA" 11
1.10 "COMMON EXPENSES" 12
1.11 "COMMERCIAL SPACE" 12
1.12 "COMMERCIAL UNIT" 12
1.13 "COMMUNITY-WIDE STANDARD" 12
1.14 "CONTROL PERIOD" 12
1.15 "COSTS" 12
1.16 "COVERED LOSS" 13
1.17 "CUSTOMARY PARKING" 13
1.18 "DECLARANT" 13
1.19 "DECLARATION" 13
1.20 "ENVIRONMENTAL LAW" 13
1.21 "FAMILY MEMBER" 13
1.22 "GOVERNING DOCUMENTS" 13
1.23 "HAZARDOUS SUBSTANCES" 13
1.24 "INSURABLE PROPERTY" 13
1.25 "INSURANCE TRUSTEE" 13
1.26 "LENDER" 13
1.27 "LIMITED COMMON AREA" 13
1.28 "MANAGER" 13
1.29 "MANAGEMENT COMMITTEE" 13

1.30 "MATERIAL ALTERATION" 13
1.31 "NON-OWNER OCCUPIED UNIT" 13
1.32 "NOTICE OF CLAIM" 13
1.33 "OCCUPANT" 14
1.34 "OWNER" 14
1.35 "OWNER WARRANTY" 14
1.36 "PERSON" 14
1.37 "PLAT" 14
1.38 "PROJECT" 14
1.39 "PROPERTY" 14
1.40 "RULES" 14
1.41 "REMODELING" 14
1.42 "SIGNS" 14
1.43 "SPECIAL ASSESSMENTS" 14
1.44 "SPECIAL DECLARANT RIGHTS" 15
1.45 "TEMPORARY PARKING" 15
1.46 "TERMS AND CONDITIONS" 15
1.47 "UNIT" 15
1.48 "UNIT DAMAGE" 15
1.49 "UNIT DAMAGE PERCENTAGE" 15

ARTICLE 2 – THE PROJECT 15

2.1 BINDING EFFECT OF GOVERNING DOCUMENTS. 15
2.2 NATURE OF THE PROJECT. 15
2.3 PROJECT NAME. 15
2.4 IDENTIFICATION OF UNITS. 15
2.5 REGISTERED AGENT. 15
2.6 EXPANSION OF PROJECT. 16

ARTICLE 3 – DESCRIPTION OF THE UNITS, LIMITED COMMON AREA, AND ALLOCATED INTERESTS 16

3.1 THE UNIT. 16
3.2 LIMITED COMMON AREA. 17
3.3 ALLOCATED INTEREST OF EACH UNIT IN THE VOTES OF THE ASSOCIATION. 17
3.4 PLAT. 17

ARTICLE 4 – MAINTENANCE, REMODELING, AND UTILITIES 17

4.1 OWNER RESPONSIBILITY FOR MAINTENANCE OF UNITS. 17

4.2 Association Responsibility for Maintenance of Units. 18
4.3 Modifications to Units. 19
4.4 Maintenance of and Modifications to Common Area. 21
4.5 Default in Maintenance. 23
4.6 Utilities. 23

ARTICLE 5 – ORGANIZATION AND GOVERNANCE OF THE ASSOCIATION 23

5.1 Organization of Association. 23
5.2 Modifying or Changing the Name of the Project 23
5.3 Legal Organization. 23
5.4 Membership. 24
5.5 Availability of Documents. 24
5.6 Management Committee 24
5.7 Committee Members. 24
5.8 Limitation on Authority of Owners, Committee Members, Officers, and the Management Committee. 25
5.9 No Estoppel or Reliance on Actions or Authorizations Contrary to Governing Documents. 26

ARTICLE 6 – GENERAL RIGHTS AND RESPONSIBILITIES OF THE ASSOCIATION 26

6.1 Rights and Responsibilities of the Association. 26

ARTICLE 7 – BUDGETS & ASSESSMENTS 30

7.1 Purpose of Assessments. 30
7.2 Budget and Regular Assessment 30
7.3 Payment of Regular Assessments. 31
7.4 Adjustments to Regular Assessments. 31
7.5 Personal Obligation for Assessment. 31
7.6 Capital Improvements. 31
7.7 Percentage Assessments 31
7.8 Rules Regarding Billing and Collection Procedures. 31
7.9 Certificate of Payment. 32
7.10 Special Assessments. 32
7.11 Special Assessments to Individual Units. 32
7.12 Acceptance of Materials or Services. 32
7.13 Application of Excess Assessments. 33
7.14 No Offsets. 33
7.15 How Payments Are Applied. 33

ARTICLE 8 – NONPAYMENT OF ASSESSMENTS & JOINT AND SEVERAL LIABILITY OF OWNERS FOR ALL PAST UNPAID ASSESSMENTS....33

8.1 DELINQUENCY....33
8.2 COLLECTION CHARGES AND INTEREST....33
8.3 JOINT AND SEVERAL LIABILITY OF OWNER AND FUTURE OWNERS FOR ALL PAST AND PRESENTLY ACCRUING UNPAID ASSESSMENTS....34
8.4 LIEN....34
8.5 ACTION AT LAW....34
8.6 FORECLOSURE SALE....35
8.7 HOMESTEAD WAIVER....35
8.8 TERMINATION OF DELINQUENT OWNER'S RIGHTS....35
8.9 REQUIRING TENANT TO PAY RENT TO ASSOCIATION....35
8.10 ATTORNEYS' FEES INCURRED AS A RESULT OF DEFAULT....35
8.11 ASSOCIATION GAINS TITLE TO UNIT THROUGH FORECLOSURE....36

ARTICLE 9 – PROPERTY RIGHTS IN UNITS AND COMMON AREA....36

9.1 GENERAL EASEMENTS TO COMMON AREA AND UNITS....36
9.2 PUBLIC UTILITIES....37
9.3 EASEMENTS FOR ENCROACHMENTS....37
9.4 LIMITATION ON EASEMENT - SUSPENSION OF OWNER'S RIGHTS....37
9.5 VIEWS....38
9.6 INAPPROPRIATE USES OF INTERNET SERVICES PROHIBITED....38

ARTICLE 10 – USE LIMITATIONS AND CONDITIONS....38

10.1 RULES....38
10.2 SIGNS....39
10.3 NUISANCE....39
10.4 SMOKING....39
10.5 TEMPORARY STRUCTURES....39
10.6 PARKING AND USE OF OPEN PARKING/VISITOR PARKING....39
10.7 EXTERNAL FIXTURES....40
10.8 WINDOW COVERS....40
10.9 EXTERNAL LAUNDERING....40
10.10 OUTSIDE SPEAKERS AND AMPLIFIERS....40
10.11 REPAIRS....40
10.12 UNSIGHTLY ITEMS....40
10.13 ANIMALS....41

10.14 WATERBEDS. 41
10.15 LANDSCAPE MAINTENANCE. 41
10.16 FLOOR LOAD. 41
10.17 RESIDENTIAL OCCUPANCY. 41
10.18 NO SUBDIVISION OR TIMESHARE OF UNITS OR RECORDING BY OWNERS OF TERMS AND CONDITIONS. 42
10.19 ARCHITECTURAL CONTROL 43
10.20 LIGHTING. 43
10.21 VARIANCES. 43
10.22 HAZARDOUS SUBSTANCES. 43

ARTICLE 11 – INSURANCE 44

11.1 INSURANCE REQUIREMENT 44
11.2 ANNUAL INSURANCE REPORT. 44
11.3 PROPERTY INSURANCE 45
11.4 COMPREHENSIVE GENERAL LIABILITY (CGL) INSURANCE. 49
11.5 DIRECTORS' AND OFFICERS' INSURANCE. 49
11.6 INSURANCE COVERAGE FOR THEFT AND EMBEZZLEMENT OF ASSOCIATION FUNDS. 49
11.7 WORKERS' COMPENSATION INSURANCE. 49
11.8 CERTIFICATES. 50
11.9 NAMED INSURED 50
11.10 ASSOCIATION'S RIGHT TO NEGOTIATE ALL CLAIMS AND LOSSES AND RECEIVE PROCEEDS. 50
11.11 INSURANCE TRUSTEE 50
11.12 OWNER ACT CANNOT VOID COVERAGE UNDER ANY POLICY. 50
11.13 WAIVER OF SUBROGATION AGAINST OWNERS AND ASSOCIATION. 50
11.14 APPLICABLE LAW. 51

ARTICLE 12 – DESTRUCTION OF IMPROVEMENTS 51

12.1 RECONSTRUCTION. 51
12.2 RECONSTRUCTION BY VOTE. 52
12.3 PROCEDURE FOR MINOR RECONSTRUCTION. 53
12.4 PROCEDURE FOR MAJOR RECONSTRUCTION. 53
12.5 DETERMINATION NOT TO RECONSTRUCT WITHOUT TERMINATION. 54
12.6 NEGOTIATIONS WITH INSURER. 54
12.7 REPAIR OF UNITS. 54
12.8 PRIORITY. 54

ARTICLE 13 – EMINENT DOMAIN 54

13.1 TOTAL TAKING OF A UNIT. 54
13.2 PARTIAL TAKING OF A UNIT 55
13.3 TAKING OF LIMITED COMMON AREA. 55
13.4 TAKING OF COMMON AREA. 55
13.5 TAKING OF ENTIRE PROJECT. 55
13.6 PRIORITY AND POWER OF ATTORNEY. 55

ARTICLE 14 – TERMINATION 56

14.1 REQUIRED VOTE. 56
14.2 TERMINATION AGREEMENT. 56
14.3 SALE OF PROJECT. 56
14.4 ASSOCIATION DUTIES. 56
14.5 PROCEEDS OF SALE. 56
14.6 ALLOCATION UPON TERMINATION. 57

ARTICLE 15 – AMENDMENTS 57

15.1 GENERAL AMENDMENT REQUIREMENTS. 57
15.2 SCOPE OF AMENDMENTS. 58
15.3 EXECUTION AND EFFECTIVE DATE OF AMENDMENTS. 58
15.4 CHANGES TO PLAT OR BOUNDARIES OF THE ASSOCIATION. 58
15.5 AMENDMENT TO CONFORM TO LAW. 58

ARTICLE 16 – INTERPRETATION, CONSTRUCTION, AND APPLICATION OF DECLARATION 59

16.1 NO WAIVER 59
16.2 CONFLICTING PROVISIONS. 59
16.3 INTERPRETATION OF DECLARATION AND APPLICABILITY OF THE ACT. 60
16.4 CUMULATIVE REMEDIES. 60
16.5 SEVERABILITY. 60
16.6 CONSTRUCTION. 60
16.7 APPLICABLE LAW. 60
16.8 GENDER AND NUMBER. 60
16.9 EFFECT OF DECLARATION. 61

ARTICLE 17 – NOTICE 61

17.1 NOTICES. 61

ARTICLE 18 – ATTORNEY FEES AND COSTS 64

18.1 Legal Costs Associated with Disputes with Owners. 64

ARTICLE 19 – RESERVES 65

19.1 Requirement for Reserves. 65
19.2 Surplus Monies Applied to Reserves. 65
19.3 Segregation of Reserves. 65
19.4 Reserve Analysis. 65
19.5 Disclosure and Approval at Annual Meeting. 65

ARTICLE 20 – LEASING AND NON-OWNER OCCUPANCY 65

20.1 Declaration and Rules Govern Non-Owner Occupancy. 66
20.2 Definitions. 66
20.3 No Restriction on Leasing and Non-Owner Occupancy. 66
20.4 Units Exempt From the Limitation on Non-Owner Occupied Units. 66
20.5 Permitted Rules. 67
20.6 Required Rules. 67
20.7 Requirements for Leasing and Non-Owner Occupancy. 68
20.8 Exceptions for Family Members. 68
20.9 Consistent Administration and Enforcement. 69

ARTICLE 21 – GENERAL PROVISIONS 69

21.1 Enforcement. 69
21.2 Non-liability of Officials. 69
21.3 Use of Funds Collected by the Association. 69
21.4 Notification of Reinvestment Fee. 69
21.5 Owner Liability and Indemnification. 70
21.6 Consent, Power of Attorney, Waiver. 70
21.7 Security. 70
21.8 Reasonable Accommodations. 71
21.9 No Representations and Warranties. 71

ARTICLE 22 – DECLARANT RIGHTS 71

22.1 Special Declarant Rights. 71
22.2 Right to Appoint the Management Committee during Control Period. 71
22.3 Control Period. 72
22.4 Easement Rights. 72
22.5 Right to Amend Plat. 72

22.6 ASSESSMENT RIGHTS.....72
22.7 RIGHT TO AMEND DECLARATION, BYLAWS, AND RULES.....72
22.8 EXPANSION OF PROJECT / ADDITIONAL LAND.....72
22.9 ASSIGNMENT OF SPECIAL DECLARANT RIGHTS.....72
22.10 EXCEPTIONS FROM USE RESTRICTIONS.....73
22.11 NO MODIFICATION OF DECLARANT RIGHTS.....73
22.12 USE OF UNITS AND COMMON AREAS.....73
22.13 DECLARANT RIGHTS DO NOT IMPOSE OBLIGATIONS.....73

ARTICLE 23 – CONFLICT AND LITIGATION AVOIDANCE AND RESOLUTION.....74

23.1 STATEMENT OF INTENT.....74
23.2 ASSOCIATION WARRANTIES.....75
23.3 OWNER WARRANTIES.....75
23.4 DECLARANT LITIGATION.....75
23.5 LAND OWNERS.....78

This DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR 4TH & MAIN CONDOMINIUM ASSOCIATION, INC. (hereinafter the "Declaration") is effective as of the date it is recorded in the Blaine County Recorder's Office by 4th & Main, LLC (the "Declarant").

RECITALS

A. Declarant is the owner of certain real property located in Blaine County, State of Idaho, which is more particularly described in Exhibit C, attached hereto.

B. Declarant is developing a planned development know as 4th & Main, which is a planned unit development project with a mixture of multi-family and commercial uses.

C. Declarant also intends to create a condominium association covering the Project's residential and commercial portions, which Association will maintain common areas within the boundaries of the Project, provide for management and operation of the Association, levy and collect assessments, and administer and enforce the terms of the Declaration for each Unit

NOW, THEREFORE, for the reasons recited above and subject to the Terms and Conditions set forth below, the Declarant hereby adopts the following:

ARTICLE 1 – DEFINITIONS

As used herein, unless the context otherwise requires:

1.1 "Act" shall mean the Condominium Property Act codified beginning at Section 55-1501, Idaho Code.

1.2 "Allocated Interest" shall mean the interest of that Owner (expressed as a percentage in Exhibit A to this Declaration) in the Common Expense liability and for the purposes of voting in the Association.

1.3 "Articles" shall mean the Articles of Incorporation or the chartering document of any other legal entity, if any shall be formed for the Association.

1.4 "Assessments" shall mean any monetary charge imposed or levied on an Owner by the Association as provided for in this Declaration.

1.5 "Association" shall refer to 4th & Main Condominium Association, Inc., the membership of which shall include each Owner in the Project. The Association is incorporated as a Nonprofit Corporation. If the Owners are organized as another type of entity or if the

Owners act as a group without legal organization, "Association" as used in this Declaration shall refer to that entity or group.

1.6 "**Association Warranty**" shall have the meaning stated in Section 23.2.

1.7 "**Bylaws**" shall mean the Bylaws of the Association attached as Exhibit B, and all valid amendments and supplements thereto. No amendment to the Bylaws shall be effective until it is recorded.

1.8 "**Committee Member**" shall mean a duly qualified and elected or appointed member of the Management Committee.

1.9 "**Common Area**" shall, unless otherwise more specifically provided in this Declaration, mean everything and everywhere in the Project, except to the extent any fixture, structure, or other area is within the boundaries of or a part of a Unit, including, but not limited to: all real property included within the Project, including any air space or subsurface rights, whether leasehold or in fee simple;

(a) all foundations, columns, beams, supports, main walls, roofs;

(b) all parking areas, parking area access ramps and driveways, entry and other related structures;

(c) all fixtures and equipment related to the provision of electricity, gas, water, television, internet, and electronic services, and the removal of waste water;

(d) all stairways used by more than one Unit;

(e) all hallways or corridors used by more than one Unit;

(f) all entry areas and lobbies;

(g) all elevators;

(h) the exterior plaza;

(i) as applicable, all maintenance areas and areas for trash collection located in the parking area;

(j) as applicable, all apparatus and installations clearly intended and existing for common use;

(k) all Limited Common Areas; and

(l) all other parts of the Project necessary or convenient to its existence, maintenance, and safety, or normally in common use.

1.10 "**Common Expenses**" shall mean the actual and estimated costs for: (a) maintenance, management, operation, repair and replacement of the Common Area which is maintained by the Association; (b) maintenance, repair, and replacement of those aspects of the Units which are maintained by the Association; (c) management and administration of the Association, including, but not limited to, compensation paid by the Association to managers, accountants, attorneys, consultants, and employees; (d) utilities (other than utilities that are separately metered and charged to the Units), extermination, security, gardening and other related services; (e) insurance and bonds required or allowed by this Declaration; (f) the establishment of reserves; (g) other miscellaneous charges incurred by the Association as provided for or allowed in the Act or the Governing Documents; (h) any other expenses of the Association arising from the operation of the Association and not otherwise precluded by the Governing Documents or any applicable law.

1.11 "**Commercial Space**" shall mean the Commercial Unit or other which may be used, leased, or rented for the purpose of conducting commercial business. Commercial Space includes areas for restaurants, clubs, gift shops, hair and beauty shops, fitness facilities, childcare facilities, real estate sales, and professional offices. Commercial Space may take the form of condominium but does not include other Residential Units used, lease, or rented for overnight or longer residential accommodations.

1.12 "**Commercial Unit**" shall mean a Unit to be used as Commercial Space, rather than for residential purposes.

1.13 "**Community-Wide Standard**" shall mean (a) the standard of use, conduct, architecture, landscaping, aesthetic matters, maintenance, repair, replacement and upkeep generally prevailing in the Association, or (b) the minimum standards described in this Declaration, the Rules, resolutions, and all other Governing Documents. The Community-Wide Standard may contain objective elements, such as specific maintenance requirements, and subjective elements, such as matters subject to the discretion of the Management Committee. The Community-Wide Standard may or may not be set out in writing. The Declarant initially shall establish such standard; however, the Community-Wide Standard may evolve as development progresses and as the Association matures.

1.14 "**Control Period**" shall have the meaning stated in Section 22.3.

1.15 "**Costs**" shall have the meaning stated in Section 18.1.

1.16 "**Covered Loss**" shall have the meaning stated in Section 11.3.

1.17 "**Customary Parking**" shall have the meaning stated in Section 10.6.

1.18 "**Declarant**" shall mean 4th & Main, LLC.

1.19 "**Declaration**" shall mean this Declaration, including all attached exhibits that are incorporated by reference, and any and all amendments to this Declaration.

1.20 "**Environmental Law**" shall have the meaning stated in Section 10.22.

1.21 "**Family Member**" shall have the meaning stated in Section 20.2.

1.22 "**Governing Documents**" shall refer to this Declaration, the Plat, the Bylaws, the Rules, any Articles, including any amendments made thereto, and any other documents or agreements binding upon all of the Owners.

1.23 "**Hazardous Substances**" shall have the meaning stated in Section 10.22.

1.24 "**Insurable Property**" shall have the meaning stated in Section 11.3.

1.25 "**Insurance Trustee**" shall have the meaning stated in Section 11.11.

1.26 "**Lender**" shall mean a holder of a mortgage or deed of trust on a Unit.

1.27 "**Limited Common Area**" shall mean the driveways and porches allocated by this Declaration for the exclusive use of one or more Owners to the exclusion of other Owners. Conveyance of a Unit includes the use of the Limited Common Area appurtenant to the Unit.

1.28 "**Manager**" shall mean any entity or person engaged by the Management Committee to manage the Project.

1.29 "**Management Committee**" shall mean the entity with primary authority to manage the affairs of the Association.

1.30 "**Material Alteration**" shall have the meaning stated in Section 4.4.

1.31 "**Non-Owner Occupied Unit**" shall have the meaning stated in Section 20.2.

1.32 "**Notice of Claim**" shall have the meaning stated in Section 23.4.

1.33 "Occupant" shall mean a Person or Persons, other than an Owner, in possession of, using, entering into, or living in a Unit or the Project, including, without limitation, family members, tenants, guests, and invitees of an Owner or an Occupant. Occupants shall include any trespassers or previously lawful occupants if the Owner fails to secure the Unit against trespass, fails to take action necessary and appropriate to remove trespassers or previously lawful occupants immediately upon notice of the trespass or occupancy, or fails to take reasonable measures to become aware of any unauthorized Occupants in the Unit or of any unauthorized entry and use of the Unit (which shall include the duty to verify the physical condition and occupancy of the Unit at least monthly if it is left unoccupied).

1.34 "Owner" shall mean the Person or Persons who are vested with record title to a Unit, and whose interest in the Unit is held (in whole or in part) in fee simple, according to the records of the County Recorder of Blaine County, Idaho. However, Owner shall not include a trustee for a deed of trust.

1.35 "Owner Warranty" shall have the meaning stated in Section 23.3.

1.36 "Person" shall mean a natural individual, corporation, estate, partnership, trustee, association, joint venture, government, governmental subdivision or agency, or any other legal entity with the legal capacity to hold title to real property.

1.37 "Plat" shall mean the record of survey map or maps of the Project recorded in the records of the County Recorder of Blaine County, Idaho and all amendments and supplements thereto.

1.38 "Project" shall mean the Property and all structures and improvements thereon including the Units, the Common Area, and the Limited Common Areas. The Project is named "4th & Main" and is located entirely in Ketchum, Blaine County, Idaho.

1.39 "Property" shall mean the property legally described in Exhibit C and all easements and rights appurtenant thereto.

1.40 "Rules" shall mean and refer to the rules adopted by the Association.

1.41 "Remodeling" shall have the meaning stated in Section 4.3.

1.42 "Signs" shall have the meaning stated in Section 10.2.

1.43 "Special Assessments" shall have the meaning stated in Section 7.11.

1.44 "Special Declarant Rights" shall have the meaning stated in Section 22.1.

1.45 "Temporary Parking" shall have the meaning stated in Section 10.6.

1.46 "Terms and Conditions" shall mean any one or all of the terms, covenants, rights, obligations, and restrictions set forth in the Governing Documents.

1.47 "Unit" shall mean and refer to any one of the individual condos in the Project for which the exterior boundaries at ground level are identified as a "Unit" on the Plat. Except where the context specifically requires otherwise, reference to a Unit shall include reference to the Allocated Interest appurtenant to such Unit.

1.48 "Unit Damage" shall have the meaning stated in Section 11.3.

1.49 "Unit Damage Percentage" shall have the meaning stated in Section 11.3.

ARTICLE 2 – THE PROJECT

2.1 Binding Effect of Governing Documents. The Declarant hereby declares that the Property is part of the Project and declares that the Project and all of the Units shall be held, transferred, mortgaged, encumbered, occupied, used, and improved subject to the Terms and Conditions, which Terms and Conditions shall, to the extent they are included in recorded documents, constitute equitable servitudes and covenants and conditions running with the land and shall be binding upon and inure to the benefit of the Association, the Declarant, and each Owner, including their respective heirs, executors, administrators, personal representatives, successors and assigns. By acquiring any interest in a Unit such Owner consents to, and agrees to be bound by, each and every Term and Condition in the Governing Documents.

2.2 Nature of the Project. The Project is a condominium style community containing 12 Units and 4 Commercial Units in one building. It includes driveways, parking areas, a plaza, and open space. The Project is not a cooperative.

2.3 Project Name. The Project shall be named, identified, and known as 4th & Main, unless otherwise changed as provided for in this Declaration.

2.4 Identification of Units. All of the Units are referenced specifically and identified by location on the Plat.

2.5 Registered Agent. The Registered Agent of the Association shall be as provided for in entity filings of the Association.

2.6 **Expansion of Project**. The Project may be expanded by the Declarant.

ARTICLE 3 – DESCRIPTION OF THE UNITS, LIMITED COMMON AREA, AND ALLOCATED INTERESTS

3.1 **The Unit**.

(a) Each Unit is identified on the Plat by a distinct Lot number that identifies the Unit. That number may or may not be consistent with the mailing address of the Unit.

(b) Subject to further specification herein, each Unit consists generally of all structures on or within the boundary of the Unit, including, but not limited to: (1) all interior and exterior walls, wall surfaces, floors, ceilings, foundations, and fixtures and (2) in all walls shared with or abutting another Unit, the Unit shall extend to the center of the wall, which shall form the boundary of the Units sharing that wall. Any structure that extends beyond the vertical plane of the ground level boundary of the Unit is part of the Unit if it: (1) is attached to or part of a Unit, and (2) was constructed as part of the original construction of the Unit.

(c) All pipes, wires, conduits, chutes, flues, ducts, shafts, public utility, water or sewer lines, or any other similar fixtures lying inside the designated boundaries of a Unit shall be part of the Unit.

(d) All exterior and interior doors, door jams, windows, windowsills, window frames and all components therein, in or on the boundary of any Unit are part of the Unit. Sky lights, if any, and all installations related thereto are part of the Unit.

(e) All storage allocated to a specific Unit, whether located under or within structures shall be part of the Unit to the same extent as described above for the interior of the Unit.

(f) Variances between the Plat and as-built construction. The original construction shall be the controlling dimension for any Unit. The original construction shall be the first installation of foundations, framing, and wallboard. If the Management Committee determines (in its sole discretion) that the then current construction varies from the original as-built construction, then the Association may, at the expense of the Association or the Owner, in the Management Committee's discretion, require that the current construction be made to comply with the original construction. In exercising its discretion on this issue, the Management Committee shall consider: (1) whether the Owner caused the nonconforming construction; (2) whether the Owner sought or obtained Management Committee approval for any nonconforming construction; (3) whether other Owners engaged in similar nonconforming construction; (4) the overall

culpability of the Owner as it relates to the nonconforming construction; and (5) the reason for the nonconforming construction.

3.2 Limited Common Area.

(a) Specific Identification of Limited Common Areas. The Limited Common Area of each Unit shall consist of the parking stalls that serve only that Unit, and balconies.

(b) No Severance of Limited Common Area. The right to the exclusive use of the Limited Common Area shall be appurtenant to each respective Unit where so identified and may not be severed from the ownership of the Unit.

3.3 Allocated Interest of Each Unit in the Votes of the Association. The Owners of each Unit shall be entitled to their Allocated Interest for all matters related to the Association that Owners are permitted or required to vote or approve. The Allocated Interests shall be as provided for on Exhibit C. The square footage measurements in Exhibit C, upon which the Allocated Interests are established, are estimates for this purpose only and any difference in actual square footage in any Unit and the square footage in Exhibit C shall not be a reason to alter or change any Allocated Interest.

3.4 Plat. The Plat and all dimensions, descriptions, and identification of boundaries therein, are hereby incorporated into and made a part of this Declaration. If any conflict exists between the Plat and this Declaration, the Declaration shall control.

ARTICLE 4 – MAINTENANCE, REMODELING, AND UTILITIES

4.1 Owner Responsibility for Maintenance of Units.

(a) Each Owner shall furnish and be responsible for, at the Owner's own expense, all of the maintenance, repair, and replacement of all of the following in a manner consistent with the Community-Wide Standard:

1. all interior and exterior doors, including thresholds and door jams;

2. all paneling, tiles, wallpaper, paint, carpet, finished interior flooring, fireplaces, and any other materials constituting the finished interior surfaces of floors, ceilings, or walls;

3. all drywall, wallboard, or similarly functioning materials within the Unit;

4. all framing, insulation, and other materials associated with interior nonbearing walls;

5. all windows, window sills, window frames, and skylights, including the interior and exterior cleaning of such windows and any door glass (the Association may elect to arrange and pay for the cleaning of exterior windows as a common expense or may require the Owners to pay a particular person or company to clean on a schedule determined by the Association);

6. all sewer and drainage pipes, water, power, and other utility lines, and any wiring related to the provision of television, telephone, or internet services, to the extent that they are located within an Owner's Unit;

7. all plywood decking and similar materials on interior floors;

8. any of the following located wherever they might be located (inside or outside of the Unit) that serve an Owner's Unit exclusively: lighting fixtures (including lighting particular to a porch or patio but not including exterior lighting attached to a Unit for the purpose of lighting common area outside of those areas), fans, plumbing fixtures (other than pipes located outside of a Unit), stoves, refrigerators, hot water heaters, air conditioning units (including compressors, condensers, ducting, and forced air units), intercoms, security systems, and such other appliances, fixtures, and decorations as an Owner may install as permitted in this Declaration; and

9. the paint and any other decorative finish inside the opening to any skylight; and

(b) The Owner shall be responsible for keeping the Unit and all porches and exterior balconies associated with an Owner's Unit in a clean and sanitary condition, free of pests and rodents, and uncluttered. The Management Committee may set forth in the Rules any limits, restrictions, or guidelines on what may or may not be left, stored, or installed on any porch or balcony, which may include a prohibition on leaving, installing, or storing any items in such places.

4.2 Association Responsibility for Maintenance of Units. The Association shall furnish and be responsible for, at the Association's expense, the maintenance, repair, and replacement of the following:

(a) all foundations (not including concrete pads within a Unit);

(b) all framing and structural components in ceilings and floors (not including concrete pads or plywood decking);

(c) all framing, structural components, and insulation in exterior and bearing walls;

(d) except as otherwise provided herein, all framing, structural components, and insulation located exterior to any drywall or similar materials on the interior of the Unit;

(e) the outside exterior surfaces of the Unit and all components that are a part of the outside surface of all exterior walls and outside surfaces of the Unit, except as otherwise specifically assigned in this Declaration to the Owner for maintenance and repair;

(f) the framing, structural components, and insulation in any walls common to two Units;

(g) any patios, porches, and balconies on the exterior of any Unit and any railings associated therewith;

(h) the corridors, hallways and lobby areas serving more than one Unit;

(i) the stairs serving more than one Unit;

(j) the elevator;

(k) the exterior plaza;

(l) the barbeques and firepits;

(m) the parking area ramp and entry area;

(n) the landscaping and exterior landscape maintenance; and

(o) the roofs and rain gutters;

4.3 Modifications to Units.

(a) Without the prior approval of the Association, an Owner shall not make any alterations, repairs, or modifications to any part of the exterior of a building including any area that the Owner is obligated to maintain such as windows, light fixtures, sky lights, and exterior doors. The Association may require that such repairs or modifications, if allowed, be made in a particular manner, by a particular person, or that they comply with particular materials or aesthetic requirements or other standards.

(b) Except as otherwise provided herein, an Owner may complete any maintenance or upgrades to the interior of a Unit not otherwise defined as Remodeling, without prior approval of the Association.

(c) Remodeling.

1. For the purpose of this Declaration, "Remodeling" shall include, but not be limited to: changing, removing, or adding flooring such as carpet, linoleum, ceramic tile or hardwood floors; moving or removing walls; altering the walls beyond painting such as by adding interior brick, paneling, or glass; any change to the electrical, mechanical, plumbing, or ventilation system other than repairing, changing or replacing vent covers, outlet covers, or faucets; and any other activity generally referred to as remodeling.

2. Before beginning any Remodeling or deviating from a previously approved Remodeling plan, the Owner shall:

   (i) notify the Association and provide the following: (1) a written description of the proposed Remodeling, (2) a description of how any debris or materials removed will be disposed of, (3) the date the Remodeling will begin, (4) the date the Remodeling is expected to be completed, (5) the names and contractor license numbers of all contractors and other persons expected or required to perform work in the Remodeling, (6) any expected nuisance that the Remodeling shall create such as noise or dust, and (7) the Owner's proposal for mitigating any expected nuisance; and

   (ii) wait to begin the Remodeling until the Association gives written approval. If the Association does not respond within fifteen (15) days of a notice of Remodeling, the Owner may complete the Remodeling consistent with the information provided in the notice. The Association may respond by approving the request, requesting additional information, or denying the request if the notice is not complete or if the Remodeling plan appears unsafe or inconsistent with the terms of the Governing Documents. If the Association responds and requests further information or denies the request, the Owner shall not begin the Remodeling.

3. Without prior written permission of the Management Committee and regardless of whether any response from the Association is timely received or

not related to a request for Remodeling approval, none of the following shall occur at any time: (1) any use of the Common Area for staging, storage, assembly, or construction; (2) any nuisance as established by law or by the Governing Documents; (3) any blocking of the Common Area by vehicles, materials, or persons; or (4) any use of the Association's garbage and disposal facilities for the disposal of debris, materials, or other items related to Remodeling.

4. The Management Committee shall have no authority to approve of any Remodeling inconsistent with the Terms and Conditions that modifies the exterior dimensions of any Unit from the original construction (unless any such modification is approved of as otherwise provided herein), or that would cause unsafe conditions or a legal nuisance.

(d) All Remodeling and other repairs and modifications to Units must be completed in compliance with all applicable building codes, laws, and the manufacturer's specifications for any materials, equipment, and fixtures.

4.4 Maintenance of and Modifications to Common Area.

(a) Maintenance of Common Area. Except as maintenance obligations are otherwise assigned to the Owners in this Declaration, the Association shall repair, maintain, replace, clean, and pay all expenses associated with the Common Area as that area is defined in this Declaration and identified on the Plat. This shall include the right to modify, remove fixtures from, add fixtures and structures to, place signs upon, and otherwise modify the Common Area (subject to the obligation to get approvals for Material Alterations to the Project). The Association shall do all such other and further acts that the Management Committee deems necessary to preserve and protect the Common Area, in accordance with the general purposes specified in this Declaration. The Common Area includes all exterior porches attached to Units and any concrete, railings, structures, decks, stairways, and fences located in the Common Area or as identified on the Plat. The Association retains the absolute right to remove and replace any structure, item, or condition in the Common Area.

(b) Capital Improvements. Capital improvements shall be governed by and subject to the following conditions, limitations, and restrictions:

1. Any capital improvement to the Project that does not materially alter the nature of the Project, may be authorized by the Management Committee alone. A "Material Alteration" to the Project is, for example, the installation of a previously non-existent and materially significant fixture or permanent removal of a

materially significant fixture such as a swimming pool, tennis court, or parking area. Landscaping alterations and the addition or removal of signs or small structures are not material unless they cause other material changes such as those listed above.

2. Any capital improvement which would materially alter the nature of the Project must, regardless of its cost and prior to being constructed or accomplished, be authorized by written consent of Owners holding at least thirty (30%) of the undivided ownership interest in the Common Areas and must be approved of by the Management Committee. Notwithstanding anything to the contrary, no Material Alteration that changes the size, shape, or location of any Unit shall be permitted without the written consent of all directly affected Owners and the written consent of Owners holding at least 50% of Allocated Interest in the Association.

3. Notwithstanding the foregoing, the Association and its Management Committee may not unreasonably impede Declarants right to satisfy existing development financing for community improvements or Declarant's right to develop the Project or other properties in the vicinity of the Project.

(c) Snow Removal. The Association may take reasonable efforts to remove snow from any sidewalks in the Project and any Common Area parking, driveways, and walkways and as necessary to allow vehicle and pedestrian access to each Unit. Owners shall be responsible for removing snow from any porches or balconies if they so desire. The Association shall take reasonable efforts to remove snow from the private streets within the Project.

(d) Standard of Maintenance. The Management Committee shall determine, in its sole discretion, the appropriate maintenance standard for the Common Area, Limited Common Area, and the portions of the Units for which the Association has maintenance responsibility, so long as those areas are maintained in the best interests of the Owners.

(e) Landscaping Maintenance. Material changes to the landscaping including the removal, without replacement, of certain plants, trees, and landscaping features may not be permitted, as dictated in any local requirements that are specific to the Project. Additional landscaping or certain types of landscaping, including the removal of topsoil, may also be prohibited. The Association shall comply with any local requirements that are specific to the Project in all landscaping maintenance, repairs, replacements, and changes.

(f) Assessment of Maintenance Expenses to Specific Owner. Subject to the provisions related to insurance responsibility and deductible allocation herein, if the need for maintenance or repair is caused by an Owner or an Occupant, the Association shall assess to the Owner the actual cost of such maintenance or repair to the extent the repair costs are not paid for by any applicable insurance.

4.5 Default in Maintenance. If an Owner or Occupant fails to: (1) maintain a Unit or Limited Common Area as required in the Governing Documents, or (2) make repairs otherwise required of the Owner in such a manner as may be deemed reasonably necessary in the judgment of the Management Committee to preserve and protect the structural integrity, attractive appearance, good condition, and value of the Project, then the Association may give written notice to such Owner or Occupant stating with particularity the nature of the default and the corrective action that the Management Committee determines to be required and requesting that the same be carried out within a period of at least fourteen (14) days. If the Owner or Occupant fails to carry out such action within the period specified by the notice then the Association may cause corrective action to be taken (which may include completing the repairs and replacements) and may assess the Owner for all costs associated therewith.

4.6 Utilities. All utilities for individual Units (except those utility costs that are metered collectively and paid by the Association as a Common Expense item) will be metered separately to each Unit and such utility charges shall be the responsibility of the Unit Owner.

ARTICLE 5 – ORGANIZATION AND GOVERNANCE OF THE ASSOCIATION

5.1 Organization of Association. The Association shall serve as the organizational body for all Owners.

5.2 Modifying or Changing the Name of the Project. The name of the Project may be modified or changed pursuant to a lawful amendment to this Declaration.

5.3 Legal Organization. The Association, in the discretion of the Management Committee, shall be entitled to organize as a non-profit corporation or other legal entity that may be selected by the Management Committee. The Management Committee may select the name for this entity which shall, to the extent reasonably possible, be consistent with the name as identified in this Declaration. In the Management Committee's sole discretion, the Bylaws of the Association, may be adopted, in part or in whole, as the Bylaws of any corporation or legal organization of the Association, or the Association may adopt additional Bylaws or other necessary documents related to the legal organization of the Association which must be consistent with the then existing Declaration and Bylaws, unless they are amended pursuant to their terms. In the organization, reorganization, or amendment of any

documents related to the legal organization of the Association, the terms in all such documents pertaining to the entity shall, to the extent possible under the applicable law, be consistent with the terms in the Declaration and the Bylaws. If the legal entity should ever expire or be dissolved for any reason as required or permitted by law, in any reorganization or reinstatement of the entity, the Association shall, to the extent possible and subject to any then-existing legal requirements, adopt documents with terms substantially similar to the documents related to the expired or dissolved entity.

5.4 Membership. Membership in the Association shall at all times consist exclusively of the Owners. Each Owner shall be a member of the Association so long as such Owner has an ownership interest in a Unit and such membership shall automatically terminate when the Owner ceases to have an ownership interest in a Unit. Upon the transfer of an ownership interest in a Unit, the new Owner succeeding to such ownership interest shall likewise succeed to such membership in the Association. If titled ownership to a Unit is held by more than one Person, the membership appurtenant to that Unit shall be shared by all such Persons in the same proportional interest and by the same type of tenancy in which title to the Unit is held.

5.5 Availability of Documents. The Association shall make available to the Owners, Lenders and insurers of any Lender, current copies of the Governing Documents and other minutes, books, records and financial statements related to the operations of the Association. The term "available" as used in this Section shall mean available for inspection and copying within thirty (30) days after receiving a proper request, during normal business hours and under other reasonable conditions. The Association shall have the right to refuse to disclose information that the Management Committee determines, in good faith, would reveal sensitive personal or financial information of another Owner or of an employee or agent of the Association, such as bank account numbers, birth dates, or social security numbers. The Association may require that the Owner comply with any statutory provision or other legal requirement applicable to providing this information before providing it.

5.6 Management Committee. The governing body of the Association shall be the Management Committee elected pursuant to the Bylaws. The Management Committee shall consist of five (5) members. Except as otherwise provided in this Declaration, or the Bylaws, the Management Committee shall act, in all instances, on behalf of the Association. Any reference to an act, right, or obligation of the Association in the Governing Documents may only be exerted or complied with through an action of the Management Committee. Except as may be specifically provided in the Declaration, Bylaws, or by applicable law, no Owner or group of Owners, other than the Management Committee, may direct the actions of the Association.

5.7 Committee Members.

(a) Qualification.

1. To be on the Management Committee, a person must be an Owner and over the age of eighteen (18) years old. If an Owner is a corporation, partnership, limited liability company, or trust, an officer, partner, member, manager, trustee, or beneficiary of such Owner may be a member of the Management Committee.

2. As further detailed and explained in the Bylaws, at least three (3) members of the Management Committee must at all times have as their primary residence, a Unit in the Project. The Bylaws shall provide for procedures to ensure this requirement is maintained and may include, but are not limited to, the expulsion of Committee Members.

(b) Reasonable Ongoing Requirements for Committee Members. The Bylaws may place reasonable obligations and requirements on existing Committee Members to retain their membership on the Management Committee, such as a requirement that a Committee Member attend a specified number of meetings. The Bylaws may further provide for a procedure for removal of any Committee Member who fails to comply with the reasonable requirements, which may include some action of the remaining Committee Members. Any Bylaw requirements adopted pursuant to this Section shall not apply to any Committee Members on the Management Committee during the two-year term of the Committee Member being served when they are adopted.

5.8 Limitation on Authority of Owners, Committee Members, Officers, and the Management Committee.

(a) Except as provided herein or in the Bylaws, the Management Committee, any individual Owner, and any individual Committee Member or officer shall have no authority to and may not act on behalf of the Association or the Management Committee to:

1. amend or terminate any Governing Document;

2. elect or remove members of the Management Committee;

3. establish or change the qualifications, powers and duties, requirements, or terms of Committee Members or of the Management Committee; or

4. authorize or agree to any deviation or exception from the Terms and Conditions, except as provided in this Declaration.

5.9 No Estoppel or Reliance on Actions or Authorizations Contrary to Governing Documents. No one may rely upon any authorization (from the Management Committee or otherwise) contrary to the terms of the Governing Documents regardless of the circumstances under which it is given and no claim or defense of estoppel or waiver or similar equitable or legal claim or defense may be raised by anyone related to any alleged reliance. It is the responsibility of anyone interacting with, visiting, occupying, or purchasing a Unit in the Association to verify that anything that the Association does, does not do, or authorizes, related to the Project or the Association, is in compliance with the terms of the Governing Documents.

ARTICLE 6 – GENERAL RIGHTS AND RESPONSIBILITIES OF THE ASSOCIATION

6.1 Rights and Responsibilities of the Association. The Association shall have the following rights and responsibilities in addition to any others set forth in the Governing Documents or provided for by law:

(a) Maintenance. The Association shall make provisions for completing all maintenance, repair, and replacement requirements of the Association.

(b) Paying Expenses. The Association shall provide for the payment of Association expenses.

(c) Setting and Collecting Assessments. The Association shall establish, collect, and account for Assessments as necessary to operate the Project consistent with the requirements of the Governing Documents.

(d) Entering Units. After having given the appropriate notice as required in Article 17, the Association shall have the right at all times and upon reasonable notice (and at any time in case of an emergency) to enter into any Unit to abate any infractions, to make repairs or correct any violation of any of the Terms and Conditions, or to abate any condition that threatens the health or property of any Owner or Occupant.

(e) Adopting and Enforcing Rules. The Association may adopt Rules for the regulation and operation of the Project. If they are adopted, they shall be consistently and uniformly enforced. The Rules may address any issues including those addressed in any other Governing Document. The Rules may supplement, clarify, and add detail to issues addressed in the other Governing Documents so long as they do not contradict the same. The Management Committee's determination as to whether a particular activity

being conducted or to be conducted violates or will violate the Rules shall be conclusive, subject to a judicial determination if any is timely sought. The standard for adoption of Rules is one of reasonableness. Rules must be reasonable in light of all the circumstances pertaining to the situation or issue addressed by the Rules.

(f) Hiring Managers and Delegating Responsibilities. The Association shall hire a Manager to assist the Management Committee in the management and operation of the Project and may delegate its powers and obligations in the Governing Documents to the Manager, employees, or other agents as it deems appropriate; provided, however, that only the Management Committee shall have the right to approve Association budgets, fines to Owners, and general and Special Assessments. Any powers and duties delegated to any Manager or other person may be revoked by the Management Committee at any time, with or without cause. Any management agreement must be terminable without penalty and with or without cause upon thirty (30) days' notice. THE MANAGEMENT COMMITTEE HAS NO AUTHORITY TO ENTER INTO ANY MANAGEMENT AGREEMENT OR CONTRACT INCONSISTENT WITH THE TERMS OF THE GOVERNING DOCUMENTS OR THAT PROVIDES FOR ANY TERMINATION FEE OR REQUIREMENT FOR TERMINATION FOR CAUSE.

(g) Other Necessary Rights. The Association shall have any other right that is reasonably necessary to carry out the terms of the Governing Documents.

(h) Enforcement Rights. In addition to any other remedies allowed or provided for in the Governing Documents for any violation of the Governing Documents, the Association may: (1) impose fines; (2) terminate Owners' rights to receive utility services paid as a common expense; (3) suspend an Owner's right to vote and/or suspend services the Association provides; (4) require an Owner, at the Owner's sole expense, to comply with the Community-Wide Standard; (5) take action to abate any violation at the Owner's sole cost and expense, and the Association shall have the right to enter onto an Owner's parcel to bring such parcel into compliance with the Community-Wide Standard should an Owner fail to comply with subsection (4) above after reasonable notification; (6) collect rents directly from tenants if Owners fail to pay Assessments; record a notice of violation with respect to any Unit on which a violation exists; and (8) take any other action or seek any other remedy allowed by the Act or other applicable Idaho law.

All rights and remedies of the Association shall be cumulative and the exercise of one remedy shall not preclude the exercise of any other right or remedy.

(i) Discretion in Enforcement.

1. Subject to the discretion afforded in this Section, the Management Committee shall uniformly and consistently enforce and implement the Terms and Conditions in the Governing documents.

2. The Management Committee shall use its reasonable judgment to determine whether to exercise the Association's powers to impose sanctions or pursue legal action for a violation of the Governing Documents, and may include in this analysis:

    (i) whether to compromise a claim made by or against the Management Committee or the Association; and

    (ii) whether to pursue a claim for an unpaid Assessment.

3. The Association may not be required to take enforcement action if the Management Committee determines, after fair review and acting in good faith and without conflict of interest, that under the particular circumstances:

    (i) the Association's legal position does not justify taking any or further enforcement action;

    (ii) the covenant, restriction, or rule in the Governing Documents is likely to be construed as inconsistent with current law;

    (iii) (A) a technical violation has or may have occurred; and (B) the violation is not material as to a reasonable person or does not justify expending the Association's resources; or

    (iv) it is not in the Association's best interest to pursue an enforcement action, based upon hardship, expense, or other reasonable criteria.

4. Subject to Subsection (5), if the Management Committee decides under Subsection (2) to forego enforcement, the Association is not prevented from pursuing later enforcement action.

5. The Management Committee shall not be arbitrary, capricious, or act against public policy in taking or not taking enforcement action.

(j) Reserve Fund. The Association shall maintain a reserve fund and obtain and update a reserve analysis as required in this Declaration.

(k) Preventing Conflicts with Service Providers and Vendors. While past experience and relationships between service providers, vendors, Managers, Owners, or Committee Members can result in good referrals, the Association shall not permit any paid services or materials obtained by the Association from being performed or provided by: (1) any relative of any Committee Member, Manager, or of any officer, employee, or owner of the Manager, or (2) any business or entity in which any Committee Member, Manager, or employee, officer, or owner of any Manager or any relative of the same has more than a 1% ownership or beneficial interest. A relative is any person known to be related by blood or marriage. The provision of services and materials for purpose of this provision shall include managers, insurance brokers, investment or financial advisors, accountants, landscapers, contractors, and all other companies and persons providing services to the Association.

(l) Establishing Hearing Procedures. The Management Committee shall have the authority to create a reasonable hearing process applicable in case the Association shall take adverse action related to any particular Owner or group of Owners. The Management Committee shall not be under any obligation to offer a hearing process, except as required by law or by the Governing Documents, and in any such process, shall have the authority to designate the procedure related to any such hearing and to make any and all final determinations of issues subject to the hearing process. The Management Committee may establish the hearing process on an as needed basis for particular matters as they arise or may set forth a process in the Rules applicable generally to such matters that it designates. Any such hearing process shall provide, at a minimum, for: (1) at least two weeks' notice of the hearing to the Owners, and (2) a reasonable time period under the circumstances for the Owner(s) to present their own testimony, the testimony of others, argument, authority, evidence, and other information the Owner deems relevant to the disputed issue.

(m) Annual Meeting. The Association shall arrange for and conduct an annual meeting at least once a year as provided for in the Bylaws and shall arrange for and conduct such other meetings of the Association as shall be properly requested pursuant to the Governing Documents or the law.

(n) Payoff Information Fees. The Association is specifically authorized to establish a fee of $50.00 to provide payoff information related to the transfer, refinance, or closing of a Unit. The Management Committee may increase or decrease the amount charged if the new amount is identified in the Rules and is consistent with Idaho law.

(o) Reinvestment Covenant upon Sale or Transfer of Unit. The Management Committee may require the seller or buyer to pay a Reinvestment Fee as provided for in Idaho Code § 55-3102(4)(f), in an amount of .5% (or a lesser amount established by the

Management Committee in the Rules) of the value of the property. Unless otherwise established by an appraisal of the Unit within 180 days prior to the transfer, the value shall be as reported by the tax assessor at the time of the transfer. All or a portion of the Reinvestment Fee shall be used to pay the Association's costs directly related to the transfer of the Unit, not to exceed $250. The Reinvestment Fee shall be used exclusively for the Association, its Owners or Property for purposes authorized in the Declaration. The Reinvestment Fee may not be enforced against: (a) an involuntary transfer; (b) a transfer that results from a court order; (c) a bona fide transfer to a family member of the seller within three degrees of consanguinity who, before the transfer, provides adequate proof of consanguinity; (d) a transfer or change of interest due to death, whether provided in a will, trust, or decree of distribution; (e) the transfer of burdened property by a financial institution, except to the extent that the Reinvestment Fee covenant requires the payment of a common interest association's costs directly related to the transfer of the burdened property, not to exceed $250 (f) the transfer by an owner into a revocable intervivos trust in which the owner is a beneficiary, or (g) a transfer which, in the reasonable judgment of the Association, should constitute an "exception" situation consistent with the intention of this Declaration. The Association shall have authority to record any notice required by law to effectuate this provision. This provision shall not be construed to

ARTICLE 7 – BUDGETS & ASSESSMENTS

7.1 Purpose of Assessments. Money collected by the Association shall be used for the purposes of promoting the health, safety and welfare of the Owners; the management, maintenance, care, preservation, operation, and protection of the Project; enhancing the quality of life of the Owners in the Project; enhancing and preserving the value of the Project; and in the furtherance of carrying out or satisfying any other duty or power of the Association.

7.2 Budget and Regular Assessment.

(a) The Management Committee is authorized and required to adopt a budget for the following fiscal year not later than thirty (30) days prior to the beginning of each fiscal year. The Management Committee may revise that budget from time-to time as it deems appropriate.

(b) The budget shall cover the period of the next fiscal year. The Budget shall estimate the total Common Expenses to be incurred for the next fiscal year (or that fiscal year for a revised budget), which shall be broken down into reasonably detailed expense categories. The budget may include reserves, contingencies, and estimates as the Management Committee deems appropriate.

(c) The Management Committee shall send a written copy of the budget to all Owners no later than thirty (30) days after the adoption of the proposed budget or any revised budget.

(d) The Management Committee shall determine the amount of the regular Assessments to be paid by the Owners of each Unit by dividing the total budgeted amount by the Allocated Interest for each Unit.

7.3 Payment of Regular Assessments. Unless otherwise established by the Management Committee and communicated to each Owner, each Owner shall pay to the Association the Owner's regular Assessment in equal monthly installments.

7.4 Adjustments to Regular Assessments. In the event the Management Committee determines that the estimate of total charges for the current year is, or will become, inadequate to meet all Common Expenses for any reason, it may then revise the budget and each Owner's share of the new budget total based on the Owner's Allocated Interest. Upon notice of the adjustment, and unless modified by the Management Committee, each Owner shall thereafter pay to the Association the Owner's adjusted regular Assessment in equal monthly installments.

7.5 Personal Obligation for Assessment. Each Owner of any Unit, by acceptance of a deed or other instrument creating in such Owner the interest required to be an Owner, whether or not it shall be so expressed in any such deed or other instrument and regardless of any lien rights or lack thereof, hereby personally covenants and agrees with each other Owner and with the Association to pay to the Association any Assessments as provided for in the Governing Documents, including any Assessments assessed and unpaid prior to the date the Owner became an Owner. Each such Assessment, together with such interest, collection charges, costs and attorneys' fees, shall also be the personal obligation of the Owner of such Unit at the time the Assessment becomes due.

7.6 Capital Improvements. Expenses for capital improvements may be included in the budget, paid for through Special Assessments, or paid for in any other manner as determined by the Management Committee.

7.7 Percentage Assessments. Except as otherwise provided herein, all Assessments (other than Special Assessments to Individual Units) shall be allocated to all Owners based on the Allocated Interest of each Unit.

7.8 Rules Regarding Billing and Collection Procedures. The Management Committee shall have the right and responsibility to adopt Rules setting forth procedures applicable to Assessments provided for in this Declaration and for the billing and collection of all

Assessments, provided that such procedures are not inconsistent with the provisions herein. Such procedures and policies may include, but are not limited to, the date when Assessment payments are due and late, establishing late fees and collection charges, and establishing interest (per annum or compounded) that may be charged on unpaid balances. The failure of the Association to send a statement to an Owner or an error in any such statement (other than a Certificate of Payment) shall not relieve any Owner of liability for any Assessment or charge under the Governing Documents.

7.9 Certificate of Payment. The Association shall, within ten (10) business days after written demand, furnish to any Owner liable for Assessments or such other person for whom an Owner has given written permission in a form acceptable to the Association, a written statement or certificate signed by an officer or authorized agent of the Association setting forth whether the Assessments relating to a specified Unit have been paid and the amount of delinquency, if any. A reasonable charge of fifty dollars ($50.00) or such other amount allowed by law, and provided for in the Rules, may be collected by the Management Committee for the issuance of each such certificate. Each certificate is conclusive in favor of a person who relies on the written statement in good faith.

7.10 Special Assessments. Subject to any limitations in this Declaration for the particular type of expense, the Association is expressly authorized to set and collect Special Assessments payable as may be determined by the Association (in lump sums or over a period of time) to pay for any Common Expenses.

7.11 Special Assessments to Individual Units. "Special Assessments" may be levied by the Association against a particular Unit and its Owner for:

(a) Costs incurred in bringing an Owner or the Owner's Unit into compliance with the provisions of the Governing Documents;

(b) Any other charge designated as pertaining to an individual Unit in the Governing Documents;

(c) Fines, late fees, collection charges, and interest;

(d) Attorneys' fees, costs and other expenses relating to any of the above; and

(e) Any other expenses that are non-routine, unanticipated, or in excess of those anticipated in the applicable budget.

7.12 Acceptance of Materials or Services. In the event the Association undertakes to provide materials or services that are not otherwise required in the maintenance of the Project,

which benefit individual Units, and which can be accepted or not by individual Owners, such Owners, in accepting such materials or services, agree that the costs thereof may be a Special Assessment pertaining to that Unit, at the discretion of the Management Committee.

7.13 Application of Excess Assessments. In the event the amount budgeted to meet Common Expenses for a particular fiscal year proves to be excessive in light of the actual Common Expenses, the Management Committee in its discretion may apply the excess to reserves, credit the excess against future Assessments or refund the excess to the Owners in proportion to the Allocated Interests of each Unit in the Common Expenses of the Project, as the Management Committee deems appropriate. The decision of the Management Committee shall be binding and conclusive. In addition, the Association shall not be obligated to reduce the amount of Assessments in succeeding years if an excess exists for a prior year.

7.14 No Offsets. All Assessments shall be payable at the time and in the amount specified by the Association and no offsets against such amount shall be permitted for any reason, including, without limitation, a claim that the Management Committee is not properly exercising its duties and power, a claim in the nature of offset or that the Association owes the Owner money, or that the Association is not complying with its obligations as provided for in the Governing Documents.

7.15 How Payments Are Applied. Unless otherwise provided for in the Rules of the Association, payments on Assessments shall be applied in the following order: (1) attorney fees, oldest charges to newest; (2) fines, oldest charges to newest; (3) late charges and late fees, oldest charges to newest; (4) interest, oldest charges to newest; (5) any other assessments other than special or regular monthly assessments, oldest charges to newest; (6) Special Assessments, oldest charges to newest; and (7) regular assessments, oldest charges to newest.

ARTICLE 8 – NONPAYMENT OF ASSESSMENTS & JOINT AND SEVERAL LIABILITY OF OWNERS FOR ALL PAST UNPAID ASSESSMENTS

8.1 Delinquency. Assessment not paid within the time required shall be delinquent. Whenever an Assessment is delinquent, the Management Committee may, at its option, invoke any or all of the remedies granted in this Article 8.

8.2 Collection Charges and Interest. If the Association does not otherwise adopt or establish billing and collection procedures in the Rules of the Association, the following shall apply. Monthly assessments shall be due and payable on the first day of the month and late if not received by the tenth (l0th) day of that month. Late fees shall be $35.00 for each month that an Owner's account has an unpaid balance after the due date. In addition to late fees,

interest shall accrue on all unpaid balances-including unpaid prior attorney fees, interest (resulting in compounding of interest), late fees, and assessments at two percent (2%) per month. The Association may also impose and assess to the Owner a collection charge, late fee, and any other reasonable charge imposed by a Manager related to collections, as the Management Committee may establish in the Rules of the Association.

8.3 Joint and Several Liability of Owner and future Owners for All Past and Presently Accruing Unpaid Assessments. The Owner and any future Owners of a Unit are jointly and severally liable for all Assessments accruing related to that Unit prior to and during the time that an Owner is an Owner. An Owner is not liable for any assessments accruing after an Owner has lawfully transferred the Unit to another Owner. The recording of a deed to a Person that has not agreed to take ownership of the Unit shall not be considered a legal conveyance of title for purposes of this Section 8.3. This obligation is separate and distinct from any lien rights associated with the Unit.

8.4 Lien. The Association has a lien on each Unit for all Assessments (which include, but are not limited to, interest, collection charges, late fees, fines, attorneys' fees, court costs, and other costs of collection (which shall include all costs and not be limited by those costs that may be awarded under the Idaho Rules of Civil Procedure)). This lien shall arise and be perfected as of the date of the recording of this Declaration and shall have priority over all encumbrances recorded after this Declaration is recorded, except as otherwise required by law. If an Assessment is payable in installments, the lien is for the full amount of the Assessment from the time the first installment is due, unless the Association provides otherwise in the notice of Assessment. The Association's lien shall have priority over each other lien and encumbrance on a Unit except only: (1) a lien or encumbrance recorded before this Declaration was recorded, (2) a first or second security interest on the Unit secured by a mortgage or trust deed that is recorded before a recorded notice of lien by or on behalf of the Association; and (3) a lien for real estate taxes or governmental assessments or charges against the Unit. The Association may, but need not, record a notice of lien on a Unit.

8.5 Action at Law. The Association may bring an action to recover a delinquent Assessment either personally against the Owner obligated to pay the same or by foreclosure of the Assessment lien. In addition, the Association's choice of one remedy shall not prejudice or constitute a waiver of the Association's right to exercise any other remedy. Any attorneys' fees and costs incurred in this effort shall be assessed against the delinquent Owner and the Owner's Unit, and reasonable attorneys' fees and court costs will thereafter be added to the amount in delinquency (plus interest and collection charges, if appropriate). Each Owner vests in the Association, or its assigns, the right and power to bring actions at law or lien foreclosures against such Owner or Owners for the collection of delinquent Assessments.

8.6 **Foreclosure Sale**. The Association shall have all rights of foreclosure granted by the Act, both judicially and non-judicially. Pursuant to Idaho Code § 55-1518, an Owner's acceptance of an interest in a Unit constitutes a simultaneous conveyance of the Unit in trust, with power of sale, to Robert T. Spjute, as trustee, for the benefit of the Association, for the purpose of securing payment of Assessments under the terms of this Declaration. The Association may appoint a qualified successor trustee by executing and recording a substitution of trustee form.

8.7 **Homestead Waiver**. Each Owner, to the extent permitted by law, hereby waives, to the extent of any liens created pursuant to this Declaration, whether such liens are now in existence or are created at any time in the future, the benefit of any homestead or exemption laws of the State of Idaho now in effect, or in effect from time to time hereafter.

8.8 **Termination of Delinquent Owner's Rights**. The Association shall have all rights provided for in the Act to terminate a delinquent Owner's: (1) rights to receive a utility service for which the Owner pays as a common expense, and (2) access to recreational facilities.

8.9 **Requiring Tenant to Pay Rent to Association**. Pursuant to and as provided for in the Act, the Association shall have a right to demand and collect rent from any tenant in a Unit for which an assessment is more than sixty (60) days late. Each occupant, by moving into the Project, agrees to be personally liable and responsible to the Association for all rent payments after the Association gives proper notice that rent payments shall be paid to the Association.

8.10 **Attorneys' Fees Incurred as a Result of Default**. In addition to any attorneys' fees and costs provided for herein, the Association shall be entitled to recover all reasonable attorneys' fees and costs incurred as a result of an Owner's failure to timely pay Assessments including, but not limited to, attorneys' fees incurred to: (1) obtain advice about a default; (2) collect unpaid payments; (3) file lawsuits or other legal proceedings related to a default in an effort to collect unpaid Assessments; (4) examine the debtor or others through a formal or informal deposition, at a meeting conducted under 11 U.S.C. §341, an examination under Rule 2004 of the Federal Rules of Bankruptcy Procedure; (5) file pleadings, notices, objections, and proofs of claim in any bankruptcy proceeding; (6) monitor any bankruptcy proceedings including, but not limited to, reviewing an Owner's bankruptcy statements and schedules filed with the court, reviewing other pleadings and claims filed in an Owner's bankruptcy case, regular monitoring of an Owner's progress of complying with a confirmed chapter 13 or chapter 11 plan for the duration of the plan, and processing payments from a Bankruptcy Trustee or Debtor-in-Possession; (7) litigate, seek and respond to discovery, introduce evidence, hire and pay expert witnesses, file motions and other pleadings, attend trials, hearings, or other court proceedings, as reasonably necessary related to assert any

non-dischargeability of debts, to assert claims against the Owner's bankruptcy estate or co-debtors, to challenge exemptions, to challenge treatment under a proposed plan, to pursue any appropriate adversary proceeding for any other reason related to the ultimate attempt to collect unpaid Assessments; and (8) all fees and costs incurred in any foreclosure of a lien, securing lien rights, or providing for any notice of lien. This provision is to be construed broadly to permit an Association to recover any reasonable fees and costs in any way related to an Owner's default in the payment of Assessments and the ultimate collection of those Assessments.

8.11 Association Gains Title to Unit through Foreclosure. If the Association takes title to a Unit pursuant to a foreclosure, Judicial or non-judicial, it shall not be bound by any of the provisions related to the Unit that are otherwise applicable to any other Owner including, but not limited to, obligations to pay Assessments, taxes, insurance, or to maintain the Unit. By taking a security interest in any Unit governed by this Declaration, Lenders cannot make any claim against the Association for nonpayment of taxes, Assessments, or other costs and fees associated with any Unit if the Association takes title to a Unit related to any failure to pay Assessments.

ARTICLE 9 – PROPERTY RIGHTS IN UNITS AND COMMON AREA

9.1 General Easements to Common Area and Units.

(a) Subject to all other terms of the Governing Documents, each Owner shall have an equal undivided interest, right, and easement of use and enjoyment in and to the Common Area, except as it relates to the porches, stairways, and driveways that exclusively serve one Unit, which shall be Limited Common Area for the exclusive use of the Occupants of the Unit to which they are appurtenant. Each Owner shall have an unrestricted and non-exclusive right of ingress or egress to and from the Owner's Unit over and across such Common Area, and the nonexclusive right to the use of open parking stalls, if any, within the Common Area to the extent those parking stalls are held open for use by the Owners and subject to any other restrictions related to such use. Such rights and easements shall be appurtenant to and shall pass with title to each Unit and in no event shall such appurtenant rights be separated therefrom. Authorized Occupants shall have the same access and use rights to the Common Area as an Owner. All rights given to Owners and Authorized Occupants under this Section 9.1(a) shall be subject to any Rules established by the Management Committee, including, but not limited to, Rules limiting Common Area use and Rules limiting or eliminating the right of Owners to park in Common Area parking spaces to provide for guest parking.

(b) The Association shall have nonexclusive easements with the right of access to each Unit, including any balconies, to make inspections, to prevent or mitigate damage to Units

and to Common Area, and to maintain, repair, replace or effectuate the restoration of the Common Area and those portions of the Unit that the Association is responsible for maintaining which are accessible from such Unit. Such rights shall be exercised only after the notice required in this Declaration. The Association shall have a nonexclusive right to grant permits, licenses and easements upon, across, over, under and through the Common Area for purposes necessary for the proper operation of the Project.

9.2 Public Utilities. Easements and rights-of-way over the Project for the installation and maintenance of electricity lines, telephone lines, cable television, water lines, gas lines, sanitary sewer lines, drainage facilities, and such other public utilities needed to serve the Project are hereby reserved to the Association, together with the right to grant and transfer the same; provided, however, such easements and rights-of-way shall not unreasonably interfere with the use of the Common Area and the Units by the Owners or Occupants. The Association shall have the power to grant and convey, in the name of all of the Owners as their attorney-in-fact, to any other person easements and rights-of-way in, on, over, or under the Common Area for the purpose of constructing, erecting, operating, or maintaining lines, cables, wires, wireless transmission or reception equipment, conduits, or other devices for electricity, cable television, power, telecommunications, internet, telephone, public sewers, storm water drains and pipes, water systems, sprinkling systems, water heating and gas lines or pipes and any other public, quasi-public, or private improvements or facilities, and each Owner in accepting the deed to a Unit expressly consents to such easements and rights-of-way, and authorizes and appoints the Association as attorney-in-fact for such Owner to execute any and all instruments conveying or creating such easements or rights-of-way. Such Owner and those claiming by, through or under an Owner, agree to execute promptly all such documents and instruments and to do such other things as may be necessary or convenient to effect the same at the request of the Association. However, no such easement can be granted if it would permanently and materially interfere with the use, occupancy or enjoyment by any Owner of such Owner's Unit.

9.3 Easements for Encroachments. If any portion of the Common Area encroaches upon any Unit, or if any Unit encroaches upon any other Unit or the Common Area, as a result of the manner in which the buildings are constructed or due to settling, shifting, alteration, replacement, repair or restoration by the Association, a valid easement for encroachment, and maintenance of such encroachment, shall exist for the life of the structure.

9.4 Limitation on Easement - Suspension of Owner's Rights. An Owner's equal undivided interest, right and easement of use and enjoyment concerning the Common Area shall be subject to the following:

(a) The right of the Association to suspend the Owner's right to the use of any recreational facilities included in the Common Area: (i) for any period during which an assessment on such Owner's Unit remains unpaid; (ii) for a period not exceeding sixty (60) days for any infraction by such Owner of the provisions of this Declaration or any Association Rule; and (iii) for successive sixty (60)-day periods, if any, such infraction is not corrected during any prior sixty (60)-day suspension period;

(b) The right of the Association to impose reasonable limitations on the number of Occupants per Owner who at any given time are permitted to use the Common Area; and

(c) The right of any governmental or quasi-governmental body having jurisdiction over the Project to access and to have rights of ingress and egress over and across any street, parking areas, walkway or open areas contained within the Common Area for purposes of providing police and fire protection, transporting school children and providing other governmental or municipal services.

9.5 Views. Views from a Unit and the Project are not assured or guaranteed in any way. There is no warranty concerning the preservation of any view or view plane from the Project and each Owner and Occupant in such Owner's Unit acknowledges and agrees that there are no view easements or view rights appurtenant to the Unit or the Project.

9.6 Inappropriate Uses of Internet Services Prohibited. To the extent that internet service is provided to the Unit by the same internet service provider or through the use of any shared or joint internet service equipment, each Owner agrees that it is responsible for its, or its guests or invitees, use of such internet. Each Owner agrees not to use, or allow to be used, the internet service in such Owner's Unit for any illicit or illegal purpose, including any use that may result in civil or criminal liability. Each Owner shall indemnify and hold harmless the Association, the Declarant, and all other Unit Owners (collectively the "*Indemnified Parties*") from any and all claims, damages, harm or liability of any kind, including attorney fees and costs, incurred or threatened against any of the Indemnified Parties caused by such Owner's use of the internet provided to such Owner's Unit.

ARTICLE 10 – USE LIMITATIONS AND CONDITIONS

10.1 Rules. The Association shall have authority to promulgate and enforce such reasonable Rules and procedures as may aid the Association in carrying out any of its functions, and to

ensure that the Project is maintained and used in a manner consistent with the interest of the Owners.

10.2 **Signs.** The Association may regulate and restrict signs in the Project, to the extent permitted by law, in the Rules. "Signs" shall include any type of object (including, but not limited to, flags, billboards, banners, plaques, a-frames, easel signs, poly-bag signs, corrugated plastic signs, lawn signs, window signs) used to convey a message, symbol, idea, identification, or for any other purpose that signs are typically used, that is placed in, on, or outside of a Unit with the apparent purpose, in whole or in part, of making it visible to people outside of the Unit.

10.3 **Nuisance**. No noxious or offensive activity shall be carried on upon the Project, nor shall any activity that might be or become an annoyance or nuisance to the Owners or Occupants be permitted to interfere with their rights of quiet enjoyment or increase the rate of any insurance or decrease the value of the Units. No Owner or Occupant shall engage in activity within the Project in violation of any law, ordinance, statute, rule or regulation of any local, county, state or federal body.

10.4 **Smoking**. It shall be a nuisance and prohibited under Section 10.3 to permit or cause any smoke to drift to, or otherwise enter into another Unit, the balcony of another Unit, or the Limited Common Area of another Unit. Neither an Owner complaining of smoke or the Association responding to that Complaint shall be required to close windows or doors, make repairs, or otherwise make any physical alteration to the Project or to any Unit to prevent drifting smoke from entering into that Unit or any patio or balcony associated with that Unit. It shall be the sole responsibility of the Owner causing the smoke to prevent or stop smoke from entering any other Unit or the patio, porch, or balcony of another Unit, which may require, if other attempts to stop it are unsuccessful, the termination of smoking.

10.5 **Temporary Structures**. No structure or building of a temporary character, including a tent or shack, shall be placed upon the Project, or used therein, unless it is approved by the Management Committee.

10.6 **Parking and Use of Open Parking/Visitor Parking**. Unless otherwise permitted by the Association in the Rules, and except for Customary Parking and Temporary Parking, as permitted by this Section 10.6, no automobiles or other vehicles of any type (including, without limitation, motorcycles, trailers, campers, vans, recreational vehicles, or boats) shall be parked, stored, or located within any portion of the Project, including any Unit or Common Area. "Customary parking" shall mean the parking of operable automobiles, motorcycles, noncommercial trucks and vans within the parking available for each respective Unit. "Temporary parking" shall mean the use of designated parking areas within the Project for parking of operable vehicles belonging to Owners and Occupants including

the parking of delivery trucks, service vehicles, and other commercial vehicles being used in the furnishing of goods and services to the Owners and Occupants. The Association may adopt Rules relating to the parking of vehicles within the Project and the use of the visitor parking spaces including, without limitation, (1) the right to loan, assign, or license the visitor parking spaces to a particular Owner or Occupant to comply with any lawful requirements; (2) the right to remove or cause to be removed any vehicles that are improperly parked; (3) restrictions on any regular or irregular Owner use of visitor parking spaces; (4) restrictions on the time period and duration that visitor spaces may be used; and (5) the assessment of fines to Owners and Occupants who violate such Rules.

10.7 External Fixtures. To the extent permissible by applicable law and the Governing Documents, no external items such as, but not limited to, television and radio antennas, satellite dishes, flag poles, clotheslines, wiring, air conditioning equipment, water softening equipment, fences, awnings, ornamental screens, screen doors, porch, patio, or balcony enclosures, sunshades, lighting fixtures, walls, windows, skylights, landscaping and plantings, other than those provided in connection with the original construction of the Project, shall be constructed, erected, or maintained on the Project without the prior written approval of the Management Committee.

10.8 Window Covers. The Management Committee may adopt Rules regulating the type, color, and design of window covers and requiring prior approval before installation. Absent Rules permitting otherwise, only white roller shades, shutters and blinds may be installed as window covers. No window shall be covered by paint, foil, sheets, or similar items.

10.9 External Laundering. Unless otherwise permitted by the Management Committee in the Rules, external laundering and drying of clothing and other items is prohibited.

10.10 Outside Speakers and Amplifiers. Except as permitted in the Rules and subject to any regulations in the Rules, no radio, stereo, broadcast, loudspeaker, or projection of sound or music on or directed to the outside of any Unit shall be permitted.

10.11 Repairs. No repairs of any detached machinery, equipment, or fixtures, including without limitation, motor vehicles, shall be made in the Project except as may be permitted by the Management Committee in the Rules.

10.12 Unsightly Items. All rubbish, debris, unsightly materials, or similar objects of any kind shall be regularly removed from Units and shall not be allowed to accumulate therein or thereon. Refuse containers and machinery and equipment not a part of the Units, shall be prohibited in any Unit unless obscured from view of adjoining Units and Common Area. Trash and garbage shall be properly disposed in accordance with the Rules applicable thereto adopted by the Management Committee.

10.13 **Animals**. Animals generally kept in households such as dogs, cats, birds, hamsters, and ferrets may be kept in the Project subject to the rules and requirements of this Declaration. No more than three of any type of animal may be kept in any one Unit. No livestock, poultry, or reptiles, may be kept in any Unit. All animals are subject to the Rules adopted by the Management Committee. Notwithstanding the foregoing, no animal may be kept within a Unit which: (1) is raised, bred, kept, or maintained for any commercial purposes, except where specifically allowed in a Commercial Unit; (2) causes a nuisance; or (3) in the good faith judgment of the Management Committee, results in an annoyance or threat of injury, or is obnoxious to or unreasonably causes anxiety to other Owners or Occupants within the Project. The Management Committee may exercise its judgment for specific animals even though others of the same breed or type are permitted to remain. All animal fecal matter shall be immediately cleaned up within the Project by the Owner of such animal. The Management Committee may adopt Rules adding further Terms and Conditions related to animals in the Association not inconsistent with this Declaration, including, but not limited to, requirements for registration, specific fees or deposits to Owners of Units that have animals, the use of leashes, noise and barking limitations, and limitations on the overall number of animals. In an effort to minimize anxiety and fear of the Owners generally, the Association may ban dogs of certain breeds (pure or partial) believed generally to be aggressive including, but not limited, to the following breeds, Pit Bull, Presa Canario, Chow Chow, Doberman Pinscher, Alaskan Malamute, and Rottweiler. No Owner shall possess or maintain an aquarium in any Unit without written permission from the Management Committee.

10.14 **Waterbeds**. No Owner shall possess, maintain, or use a waterbed in any Unit without written permission from the Management Committee.

10.15 **Landscape Maintenance**. No Owner may alter, change, or maintain any Common Area landscaping in the Project without the written approval of the Management Committee.

10.16 **Floor Load**. There shall be no floor load in excess of the weight for which the Unit or balcony was designed, unless special arrangements are made, and an engineering determination of floor load capacity in the areas of the heavy use is obtained by the Owner and approved in writing by the Management Committee.

10.17 **Residential Occupancy**.

(a) No trade or business may be conducted in or from any Unit, except for designated Commercial Units, unless:

1. the existence or operation of the business activity is not apparent or detectable by sight, sound, or smell, from outside the residence;

2. the business activity conforms to all zoning and legal requirements for the Project and the business activity;

3. the business activity does not involve Persons coming onto the Project who do not reside in the Project or door-to-door solicitation of Occupants of the Project;

4. the business activity is consistent with the residential character of the Project and does not constitute a nuisance, or a hazardous or offensive use, or threaten the security or safety of other Occupants of the Project;

5. the business activity is disclosed to the Management Committee before business is commenced along with a description of the business activity, a statement of the amount of space required in the Unit for such activity, a description of any impact on the Project;

6. the business activity will not result in the increase of any insurance of the Association;

7. the Owner of the Unit resides in the Unit in which the business activity is proposed for the entire time any business activity is conducted; and

8. the Management Committee's requests for information related to the business are responded to fully and completely.

(b) No Units may be used as a time-share property.

(c) Except as provided in Article 20 and Section 10.17(a), no Unit, except for designated Commercial Units, may be used for any purpose other than a residential purpose.

10.18 No Subdivision or Timeshare of Units or Recording by Owners of Terms and Conditions. No Unit shall be split, subdivided, separated, or timeshared into two or more Units or property interests (whether temporally or spatially), and no Owner of a Unit shall sell or lease part of a Unit. No subdivision plat or covenants, conditions, or restrictions shall be recorded by any Owner or other Person with respect to any one Unit. No subdivision plat or covenants, conditions, or restrictions related to any Unit or the Project shall be recorded on the Project unless the Management Committee and/or Owners (as required in this Declaration) have first approved, in writing, the plat or the proposed covenants, conditions,

or restrictions. Any plat or covenants, conditions, or restrictions recorded in violation of this Section 10.18 shall be null, void, and of no legal effect.

10.19 Architectural Control. No exterior changes whatsoever shall be commenced, erected, maintained, made, or done without the prior written approval of the Management Committee or any Committee established by the Management Committee for that purpose. By way of illustration, but not of limitation, the following are considered exterior changes: painting, landscaping, excavation, patio covers, screens, doors, evaporative coolers, fireplaces, skylights, storage buildings, solar collectors, shade screens, awnings, window coating or tinting, decorative alterations, fences, and other work that in any way alters the exterior appearance of the Property. The Management Committee, or committee established by the Management Committee for that purpose, may designate the design, style, model, and manufacturer of any exterior improvement or alteration that is acceptable to the Management Committee. Such designations shall be for the purpose of achieving uniformity of appearance and preservation of property values.

10.20 Lighting. Exterior lighting fixtures and walkway and landscaping lights shall be allowed only to the extent approved by the Management Committee.

10.21 Variances. The Management Committee may, at its option and in extenuating circumstances, grant variances from the Terms and Conditions set forth in this Article 10 if the Management Committee determines in its discretion (by unanimous vote): (a) either (i) that the Term and Condition would create an unreasonable hardship or burden on an Owner or Occupant, or (ii) that a change of circumstances since the recordation of this Declaration has rendered such Term and Condition obsolete and unreasonable to enforce; and (b) that the activity permitted under the variance will not have any financial affect or any other substantial adverse effect on the Owners or Occupants of the Project and is consistent with the high quality of life intended for residents of the Project. Any such variance shall be unenforceable, and without any effect whatsoever, unless reduced to writing and signed by every member of the then existing Management Committee. No variance may be granted that is inconsistent with the Act. No variance may be granted that relates to the payment of Assessments unless it clearly appears after reasonable investigation under the circumstances that the Owner is incapable of paying the Assessment, and the Unit is being or has been transferred to a new Owner either voluntarily or involuntarily through foreclosure.

10.22 Hazardous Substances.

(a) The Owners shall comply with applicable Environmental Laws (as defined below), and shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances (as defined below), on or within the Project, that are not properly

controlled, safeguarded, and disposed of. The Owners shall not do, nor allow anyone else to do, anything affecting the Project that is in violation of any Environmental Law. The preceding two sentences shall not apply to the presence, use, or storage on the Project of small quantities of Hazardous Substances that are generally recognized to be appropriate to the maintenance of a Unit or the Project.

(b) Each Owner shall indemnify, defend and hold the Association and each and every other Owner harmless from and against any and all claims and proceedings (whether brought by private party or governmental agency) for bodily injury, property damage, abatement or remediation, environmental damage or impairment, or any other injury or damage resulting from or relating to any Hazardous Substances located under or upon or migrating into, under, from or through the Project, which the Association or the other Owners may incur due to the actions or omissions of an indemnifying Owner. The foregoing indemnity shall apply: (i) when the release of the Hazardous Substances was caused by an indemnifying Owner or an Occupant and (ii) whether or not the alleged liability is attributable to the handling, storage, generation, transportation or disposal of Hazardous Substances on the Project. The obligations of each Owner under this Section 10.22 shall survive any subsequent sale by an indemnifying Owner.

(c) As used in this Section 10.22, "Hazardous Substances" are those substances defined as toxic or hazardous substances by Environmental Law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde and radioactive materials. As used in this Section 10.22, "Environmental Law" means federal laws and laws of the jurisdiction where the Project is located that relate to health, safety or environmental protection.

ARTICLE 11 – INSURANCE

11.1 Insurance Requirement. The Association shall obtain insurance as required in this Declaration and as required by applicable law. The Association may obtain insurance that provides more or additional coverage than the insurance required in this Declaration. Different policies may be obtained from different insurance carriers and standalone policies may be purchased instead of or in addition to embedded, included coverage, or endorsements to other policies.

11.2 Annual Insurance Report. Not later than sixty (60) days prior to the annual meeting of the Association, the Management Committee shall obtain a written report by an independent and experienced insurance broker, agent, or consultant (who may be the insurance provider/agent/broker used by the Association), with specific knowledge and experience in

the condominium association insurance industry, setting forth: (1) a summary description of the insurance coverage obtained by the Association, including the dollar amounts of any such coverage, and any material exceptions, exclusions, and limitations on such coverage; (2) whether, in the opinion of such broker or consultant, the insurance coverage in effect for the Association complies with the requirements of this Declaration and the law; (3) a description of any earthquake insurance and material exclusions and limitations for that coverage, and if no earthquake insurance is obtained, a conspicuous and clear statement in both bold and uppercase letters stating: ''NO EARTHQUAKE INSURANCE HAS BEEN OBTAINED BY THE ASSOCIATION;" and (4) a description of any flood insurance and material exclusions and limitations for that coverage, and if no flood insurance is obtained, a conspicuous and clear statement in both bold and uppercase letters stating: "NO FLOOD INSURANCE HAS BEEN OBTAINED BY THE ASSOCIATION." The report shall also set forth any recommendations or suggestions from the insurance professional regarding current policy provisions, deductibles, exceptions, exclusions, and for additional insurance suggested or recommended for the protection of the Owners in light of the insurance then available and the best practices with respect to other similar projects. The most recent annual insurance report shall be distributed to the Owners at or before the annual meeting of the Association and shall be provided to any Owner at any other time upon request. If the report is distributed to Owners at the annual meeting, a copy shall also be mailed to Owners not personally in attendance within thirty (30) days of the meeting.

11.3 Property Insurance.

(a) Hazard Insurance.

1. Blanket Policy of Property Insurance. The Association shall maintain a blanket policy of property insurance covering the entire Project, including the Common Area and all buildings including all Units, fixtures, and building service equipment.

(i) The blanket policy shall exclude land and other items not normally and reasonably covered by such policies. The blanket policy shall be an "all in" or "all inclusive" insurance as those terms are used in the insurance industry and shall include insurance for any fixture, improvement, or betterment installed in or to the Unit or any Limited Common Areas or otherwise permanently part of or affixed to Common Areas, Units, or Limited Common Areas, including, but not limited, to floor coverings, cabinets, light fixtures, electrical fixtures, heating and plumbing fixtures, paint, wall coverings, and windows.

(ii) At a minimum, the blanket policy shall afford protection against loss or damage by: (1) fire, windstorm, hail, riot, aircraft, vehicles, vandalism, smoke, and theft and (2) all perils normally covered by "special form" property coverage.

(iii) The blanket policy shall be in an amount not less than one hundred percent (100%) of current replacement cost of all property covered by such policy (including the Units) at the time the insurance is purchased and at each renewal date. The actual replacement cost of the property shall be determined by using methods generally accepted in the insurance industry.

(iv) The blanket policy shall include either of the following endorsements to assure full insurable value replacement cost coverage: (1) a Guaranteed Replacement Cost Endorsement under which the insurer agrees to replace the insurable property regardless of the cost; or (2) a Replacement Cost Endorsement under which the insurer agrees to pay up to one hundred percent (100%) of the Property's insurable replacement cost but not more. If the policy includes a coinsurance clause, it must include an Agreed Amount Endorsement, which must waive or eliminate the requirement for coinsurance.

(v) Each property policy that the Association is required to maintain shall also contain or provide for the following: (i) "Inflation Guard Endorsement," if available; (ii) "Building Ordinance or Law Endorsement,"(the endorsement must provide for contingent liability from the operation of building laws, demolition costs, and increased costs of reconstruction); and (iii) "Equipment Breakdown," if the project has central heating or cooling or other equipment or other applicable fixtures, equipment, or installations, which shall provide that the insurer's minimum liability per accident at least equals the lesser of two million dollars ($2,000,000) or the insurable value of the building containing the equipment.

(b) Owner Responsibility for Payment of Deductible. If a loss occurs that is covered by a property insurance policy in the name of the Association and another property insurance policy in the name of an Owner:

1. the Association's policy provides primary insurance coverage; and

2. notwithstanding Subsection 11.3(b)(1) and subject to Subsection 11.3(b)(3):

(i) the Owner is responsible for the Association's policy deductible; and

(ii) the Owner's policy, if any, applies to that portion of the loss attributable to the Association's policy deductible.

3. As used in this Subsection (3):

(i) "Covered Loss" means a loss, resulting from a single event or occurrence that is covered by the Association's property insurance policy.

(ii) "Unit Damage" means damage to any combination of a Unit or a Limited Common Area appurtenant to a Unit.

(iii) "Unit Damage Percentage" means the percentage of total damage resulting in a covered loss that is attributable to Unit Damage.

(A) An Owner who owns a Unit that has suffered Unit Damage as part of a Covered Loss is responsible for an amount calculated by applying the Unit Damage Percentage for that Unit to the amount of the deductible under the Association's property insurance policy.

(B) If an Owner does not pay the amount required under Subsection (11.3)(b)(2) within thirty (30) days after substantial completion of the repairs to, as applicable, the Unit or the Limited Common Area appurtenant to the Unit, the Association may levy an assessment against the Owner for that amount.

(c) Flood Insurance.

1. If any part of the Project is or comes to be situated in a Special Flood Hazard Area as designated on a Flood Insurance Rate Map, as defined by Federal law, a policy of flood insurance shall be maintained covering the Project or, at a minimum, that portion of the Project located within the Special Flood Hazard Area. That policy shall cover any machinery and equipment that are not part of a building and all Common Area within the Project ("Insurable Property") in an amount deemed appropriate, but not less than the lesser of: (i) the maximum limit of coverage available under the National Flood Insurance Program for the Insurable Property within any portion of the Project located within a designated

flood hazard area; or (ii) one hundred percent (100%) of the insurable value of the Insurable Property.

2. If the Project is not situated in a Special Flood Hazard Area, the Association may nonetheless, in the discretion of the Management Committee, purchase flood insurance to cover water and flooding perils not otherwise covered by blanket property insurance.

(d) Earthquake Insurance. The Association may purchase earthquake insurance as the Management Committee deems appropriate. If the Management Committee elects not to purchase earthquake insurance, a vote of the Owners present at the annual meeting, with a proper quorum, shall be required to confirm this decision. If the Owners at the annual meeting do not confirm the decision to not purchase earthquake insurance, the Management Committee shall purchase earthquake insurance within sixty (60) days of the vote.

(e) Association's Obligation to Segregate Property Insurance Deductible. The Association shall keep in a segregated bank account an amount equal to the Association's property insurance policy deductible or $10,000, whichever is less. This requirement shall not apply to any earthquake or flood insurance deductible.

(f) Association's Right to Not Tender Claims that are Under the Deductible. If, in the exercise of its business judgment, the Management Committee determines that a claim is likely not to exceed the Association's property insurance policy deductible, and until it becomes apparent the covered loss exceeds the Association's property insurance deductible, and a claim is submitted to the Association's property insurance carrier:: (i) the Owner's policy is considered the policy for primary coverage to the amount of the Association's policy deductible; (ii) the Association is responsible for any loss to the Common Area; (iii) an Owner who does not have a policy to cover the damage to that Owner's Unit is responsible for that damage and the Association may, as provided in Subsection 11.3(b)(2), recover any payments the Association makes to remediate the Unit; and (iv) the Association need not tender the claim to the Association's insurer.

(g) Notice Requirement for Deductible. The Association shall provide notice to each Owner of the Owner's obligation under Subsection 11.3(b) for the Association's policy deductible and of any change in the amount of the deductible. If the Association fails to provide notice of the initial deductible, it shall be responsible for the entire deductible in the event of any loss. If the Association fails to provide notice of any increase in the deductible, it shall be responsible for paying any increased amount that would otherwise have been assessed to the Owner. The failure to provide notice shall not invalidate or affect any other provision in this Declaration.

11.4 Comprehensive General Liability (CGL) Insurance. The Association shall obtain CGL insurance insuring the Association, the agents and employees of the Association, and the Owners against liability incident to the use, ownership or maintenance of the Common Area or membership in the Association. The coverage limits under such policy shall not be less than Two Million Dollars ($2,000,000.00) covering all claims for death of or injury to any one person or property damage in any single occurrence. Such insurance shall contain a Severability of Interest Endorsement or equivalent coverage, which would preclude the insurer from denying the claim of an Owner because of the negligent acts of the Association or another Owner. If the Association owns Common Area that it has no obligation to maintain, it shall require the Person or entity with the primary maintenance responsibility to indemnify and defend the Association against any claims related to that Common Area.

11.5 Directors' and Officers' Insurance. The Association shall obtain Directors' and Officers' liability insurance protecting the Management Committee, the officers, and the Association against claims of wrongful acts, mismanagement, failure to maintain adequate reserves, failure to maintain books and records, failure to enforce the Governing Documents, and breach of contract (if available). This policy shall include coverage for: (1) volunteers and employees, (2) monetary and non-monetary claims, (3) claims made under any fair housing act or similar statute or that are based on any form of discrimination or civil rights claims, and (4) defamation. In the discretion of the Management Committee, the policy may also include coverage for any Manager and any employees of the Manager, and may provide that such coverage is secondary to any other policy that covers the Manager or any employees of the Manager.

11.6 Insurance Coverage for Theft and Embezzlement of Association Funds. The Association shall obtain insurance covering the theft or embezzlement of funds that shall provide coverage for: (1) an amount of not less than the sum of three months regular Assessments in addition to the prior calendar year's highest monthly balance on all operating and reserve funds, and (2) theft or embezzlement of funds by: (a) Officers and Management Committee members of the Association, (b) employees and volunteers of the Association, (c) any Manager of the Association, and (d) officers, directors, and employees of any Manager of the Association.

11.7 Workers' Compensation Insurance. The Management Committee shall purchase and maintain in effect workers' compensation insurance for all employees of the Association to the extent that such insurance is required by law and as the Management Committee deems appropriate.

11.8 Certificates. Any insurer that has issued an insurance policy to the Association shall issue a certificate of insurance to the Association and upon written request, to any Owner or Lender.

11.9 Named Insured. The named insured under any policy of insurance shall be the Association. Each Owner shall also be an insured under all property and CGL insurance policies.

11.10 Association's Right to Negotiate All Claims and Losses and Receive Proceeds. Insurance proceeds for a loss under the Association's property insurance policy: (a) are payable to an Insurance Trustee if one is designated, or to the Association; and shall not be payable to a holder of a security interest. An Insurance Trustee, if one is appointed, or the Association shall hold any insurance proceeds in trust for the Association, Owners, and lien holders. Insurance proceeds shall be disbursed first for the repair or restoration of the damaged property, if the property is to be repaired and restored as provided for in this Declaration. After any repair or restoration is complete and if the damaged property has been completely repaired or restored, any remaining proceeds shall be paid to the Association. If the property is not to be repaired or restored, then any remaining proceeds after such action, as is necessary, related to the property has been paid for, shall be distributed to the Owners and lien holders, as their interests remain with regard to the Units. Each Owner hereby appoints the Association, or any Insurance Trustee, as attorney-in-fact for the purpose of negotiating all losses related thereto, including: (1) the collection, receipt of, and appropriate disposition of all insurance proceeds; (2) the execution of releases of liability; (3) the execution of all documents; and (4) the performance of all other acts necessary to administer such insurance and any claim. This power-of-attorney is coupled with an interest, shall be irrevocable, and shall be binding on any heirs, personal representatives, successors or assigns of an Owner.

11.11 Insurance Trustee. At the discretion of the Management Committee, or upon written request executed by Owners holding 50% of the Allocated Interests, the Management Committee shall hire and appoint an insurance trustee ("Insurance Trustee"), with whom the Association shall enter into an insurance trust agreement, for the purpose of exercising such rights under this paragraph as the Owners or Management Committee (as the case may be) shall require related to a loss receipt, or potential receipt, of insurance proceeds.

11.12 Owner Act Cannot Void Coverage Under Any Policy. Unless an Owner is acting within the scope of the Owner's authority on behalf of the Association and under direct authorization of the Association, an Owner's act or omission may not void an insurance policy or be a condition by which recovery is voided under a policy.

11.13 Waiver of Subrogation against Owners and Association. All property and CGL policies must contain a waiver of subrogation by the insurer as to any claims against the Association, the

Owners, any Person residing with an Owner, if an Owner resides in the Unit, and the Association's respective agents and employees.

11.14 Applicable Law. This Declaration is specifically subjecting the Association to the insurance requirements and provisions in 2011 Senate Bill167 (the final version as enacted by the legislature) that became law in 2011, and any amendments thereto and thereafter enacted by law. It is the intent of this provision that any future changes to the insurance law applicable to condominium associations shall apply to this Association.

ARTICLE 12 – DESTRUCTION OF IMPROVEMENTS

12.1 Reconstruction. In the event of partial or total destruction of a building or buildings or any portion of the Common Area within the Project, the Management Committee shall promptly take the following actions:

(a) The Management Committee shall ascertain the cost of reconstruction by obtaining fixed price bids from at least two (2) reputable contractors, including the obligation to obtain performance and lien payment bonds.

(b) The Management Committee, or any Insurance Trustee if one is appointed, shall determine and liquidate the amount of insurance proceeds, if any.

(c) Damage to a portion of Project-Insurance Proceeds.

1. If a portion of the Project for which insurance is required under this part is damaged or destroyed, the Association shall repair or replace the portion within a reasonable amount of time unless: (i) the Project is terminated; (ii) repair or replacement would be illegal under a state statute or local ordinance governing health or safety; or (iii) (A) Owners holding at least 75% of the Allocated Interests in the Association vote not to rebuild; and (B) each Owner of a Unit that will not be rebuilt votes not to rebuild.

2. The cost of repair or replacement in excess of insurance proceeds and reserves is a common expense.

3. If the entire Project is damaged or destroyed and not repaired or replaced: (a) the Association shall use the insurance proceeds attributable to the damaged Common Areas to restore the damaged area to a condition compatible with the remainder of the Project; (b) the Association shall distribute the insurance proceeds attributable to Units and Common Areas that are not rebuilt to: (i) the Owners of Units that are not rebuilt; (ii) lien holders; and (iii) the Association

shall distribute the remainder of the proceeds to all the Owners or lien holders in proportion to their Allocated Interests.

4. If the Owners vote not to rebuild a Unit: (a) the Unit's Allocated Interests are automatically reallocated upon the Owner's vote as if the Unit had been condemned and (b) the Association shall prepare, execute, and submit for recording an amendment to the Declaration reflecting the new reallocations.

(d) If the Management Committee, in good faith, determines that none of the bids submitted under this Section 12.1 reasonably reflect the anticipated reconstruction costs, the Management Committee shall continue to attempt to obtain additional bids that it determines reasonably reflect such costs. Such determination shall be made by the Management Committee as soon as possible. However, if such determination cannot be made within ninety (90) days after the date of such destruction because of the unavailability or unacceptability of an insurance estimate or reconstruction bid, or otherwise, the Management Committee shall immediately call a meeting of the affected Owners and all Lenders pursuant to Section 12.2.

(e) If the Management Committee determines that any Unit is uninhabitable by reason of its total or partial destruction, the Management Committee may abate Assessments against the Owner thereof until the Management Committee determines that habitability has been restored.

(f) The Management Committee shall engage the services of a reputable licensed architect to advise and consult with the Management Committee on all actions and decisions under this Section 12.

12.2 Reconstruction by Vote. If reconstruction is not to take place pursuant to Section 12.1, as soon as practicable after the same has been determined, the Management Committee shall call a special meeting of the Owners by mailing a notice of such meeting to each such Owner. Such meeting shall be held not less than ten (10) days and not more than sixty (60) days after the date of such notice. Unless the Owners, by a vote at such meeting or by the written consent of not less than seventy-five percent (75%) of the Allocated Interests in the votes of the Association (including every Owner of a Unit or an allocated Limited Common Area that will not be rebuilt) determine not to proceed with such reconstruction, reconstruction must take place and the Management Committee shall levy a uniform Special Assessment against each Owner at such time and in such amount as the Management Committee shall determine is necessary to cover the costs of reconstruction in excess of insurance proceeds and available reserves.

12.3 Procedure for Minor Reconstruction. If the cost of reconstruction is equal to or less than ten percent (10%) of the estimated fair market value of all of the Units in the Project, then the Management Committee shall contract with a licensed contractor or contractors to rebuild or repair such damaged or destroyed portions of the Project in conformance with the original plans and specifications, or if the Management Committee determines that adherence to such original plans and specifications is impracticable or is not in conformance with applicable laws, ordinances, building codes or other governmental rules or regulations then in effect, then such repairs or rebuilding shall be of a kind and quality substantially equivalent to the original construction of such improvements.

12.4 Procedure for Major Reconstruction. If the cost of reconstruction is greater than ten percent (10%) of the estimated fair market value of all of the Units in the Project, all insurance proceeds, together with such amounts from available reserves or Special Assessments as are needed to complete the cost of reconstruction, shall be paid directly to an Insurance Trustee, to be designated by the Management Committee, as trustee for all Owners and Lenders. The Insurance Trustee shall be a bank or savings and loan association with an office in Blaine County, Idaho, whose accounts are insured by the Federal Deposit Insurance Corporation or the successor to such agency. Such proceeds shall be received, held and administered by the Insurance Trustee subject to the provisions of an insurance trust agreement, which shall be consistent with the provisions of this Declaration and which shall be entered into between the Insurance Trustee and the Management Committee. Disbursement of such funds shall be made only upon the signatures of two members of the Management Committee and upon the terms and conditions provided in this Section 12.4. As soon as practicable after notification of the receipt of insurance proceeds by the Insurance Trustee, the Management Committee shall enter into a contract with a licensed contractor or contractors for the repair or rebuilding of all of the damaged or destroyed Units and Common Area according to the original plan and specifications of said improvements or, if the Management Committee determines that adherence to such original plans and specifications is impracticable or not in conformity with applicable statutes, ordinances, building codes or other governmental rules and regulations then in effect, then of a quality and kind substantially equivalent to the original construction of such improvements. The contract with such licensed contractor or contractors shall provide for payment to the contractor or contractors in a specified sum for performance and execution of the work therein described, and shall have provisions for periodic disbursement of funds by the Insurance Trustee, which shall be consistent with procedures then followed by prudent lending institutions doing business in Blaine County, Idaho. Such periodic disbursements of funds shall be for specific dollar amounts and shall not be paid until the contractor who is engaged by the Management Committee shall furnish to the Management Committee, before the commencement of construction, a full performance and lien payment bond written by a reputable corporate surety company. Disbursements to the contractor shall be made subject to the prior presentation of an architect's certificate

or other documentation containing such provisions as may be appropriate in the circumstances and deemed suitable by the Management Committee. The Management Committee may employ a licensed architect to supervise the repair and rebuilding to ensure that all work, services and supplies are in conformity with the requirements of the construction contract.

12.5 Determination Not to Reconstruct Without Termination. If Owners of not less than seventy-five percent (75%) of the Allocated Interests in the votes of the Association (including every Owner of a Unit or an allocated Limited Common Area that will not be rebuilt after a casualty) and eligible Lenders on Units to which at least fifty-one percent (51%) of the Allocated Interests are attributable vote not to rebuild and the entire Project is not repaired or replaced, and the Project is not terminated in accordance with the Act, the insurance proceeds shall be distributed as provided by the Act and the Allocated Interests are automatically reallocated as provided by the Act. In such event, the Association shall promptly prepare, execute, and record an amendment to the Declaration reflecting the reallocations.

12.6 Negotiations with Insurer. The Association shall have full authority to negotiate in good faith with representatives of the insurer of any totally or partially destroyed building or any other portion of the Common Area, and to make settlements with the insurer for less than full insurance coverage on the damage to such building or any other portion of the Common Area. Any settlement made by the Association in good faith shall be binding upon all Owners and Lenders.

12.7 Repair of Units. Installation of improvements and repair of any damage to the interior of a Unit shall be made by and at the individual expense of the Owner of that Unit and, in the event of a determination to reconstruct after partial or total destruction, shall be completed as promptly as practicable and in a lawful and workmanlike manner.

12.8 Priority. Nothing contained in this Article 12 shall entitle an Owner to priority over any Lender under a lien encumbering the Owner's Unit as to any portion of insurance proceeds allocated to such Unit.

ARTICLE 13 – EMINENT DOMAIN

13.1 Total Taking of a Unit. If a Unit is taken by eminent domain, or sold under threat thereof, or if part of a Unit is taken by eminent domain, or sold under threat thereof, leaving the Owner with a remnant that may not be practically or lawfully used for any purpose permitted by this Declaration, the award must compensate the Owner for the Owner's Unit and Allocated Interest in the Common Area, regardless of whether any Common Area is taken. Upon such a taking, unless the decree otherwise provides, that Unit's Allocated

Interest in the Common Area shall automatically be reallocated to the remaining Units in proportion to their respective interests immediately before the taking. Upon such a taking, the Association shall prepare, execute and record an amendment to the Declaration that accomplishes the adjustment required for this Section. Any remnant of a Unit remaining after part of a Unit is taken shall become part of the Common Area.

13.2 Partial Taking of a Unit. Except as provided in Section 13.1, if part of a Unit is taken by eminent domain, or sold under threat thereof, so that such Unit may still be practically and lawfully used under this Declaration, the award must compensate the Owner for the reduction in the value of the Owner's Unit and Allocated Interest in the Common Area, regardless of whether any Common Area is taken. Upon such a taking, unless the decree otherwise provides, that Unit's Allocated Interest in the Common Area shall remain the same, but if the decree provides for a reduction of the Allocated Interest for such Unit, the reduced amount shall automatically be reallocated to that Unit and the remaining Units in proportion to their respective Allocated Interests immediately before the taking, with the partially acquired Unit participating in the reallocation on the basis of its reduced Allocated Interest.

13.3 Taking of Limited Common Area. If the portion of the Project taken by eminent domain, or sold under threat thereof, is comprised of or includes any Limited Common Area or portion thereof, the portion of the award attributable to the Limited Common Area so taken shall be divided among the Owners of the Units to which such Limited Common Area was allocated at the time of the acquisition.

13.4 Taking of Common Area. If the portion of the Project taken by eminent domain, or sold under threat thereof, is not comprised of nor includes any Unit or Limited Common Area, the Management Committee shall, as soon as practicable, cause the award to be utilized for the purpose of repairing or restoring that area in the Project adjacent to the taking, and the portion of the award not used for restoration shall be added to the general funds of the Association.

13.5 Taking of Entire Project. In the event the Project, in its entirety, is taken by eminent domain, or sold under threat thereof, the Project is terminated and the provisions related thereto in this Declaration shall apply.

13.6 Priority and Power of Attorney. Nothing contained in this Article 13 shall entitle an Owner to priority over any Lender under a lien encumbering the Owner's Unit as to any portion of any condemnation award allocated to such Unit. Each Owner hereby appoints the Association as attorney-in-fact for the purpose of negotiations and settlement with the condemning authority for the acquisition of the Common Area, or any part thereof. In the event the taking involves all or part of any Unit or the Common Area or Limited Common Area, the award or proceeds shall be payable to the Association for the use and benefit of

the Owners and their Lenders as their interests may appear. This power-of attorney is coupled with an interest, shall be irrevocable, and shall be binding on any heirs, personal representatives, successors or assigns of an Owner.

ARTICLE 14 – TERMINATION

14.1 **Required Vote**. Except as otherwise provided in Article 12 and Article 13, the Project may be terminated only by the approval of Owners holding at least ninety percent (90%) of the Allocated Interests. Any action to terminate the legal status of the Project after substantial destruction or condemnation occurs or for other reasons must be agreed to by Lenders that represent at least fifty-one percent (51%) of the votes of the Units that are subject to mortgages.

14.2 **Termination Agreement**. An agreement to terminate shall be evidenced by the execution or ratification of a termination agreement, in the same manner as a deed, by the requisite number of Owners. The termination agreement shall specify a date after which the agreement will be void unless it is recorded before that date. A termination agreement, including all ratifications of such termination agreement, shall be recorded in the records of the County Recorder in Blaine County, Idaho and is effective only on recordation.

14.3 **Sale of Project**. A termination agreement may provide that the entire Project shall be sold following termination. If, pursuant to such agreement, any real estate in the Project is to be sold following termination, the termination agreement shall set forth the minimum terms of the sale.

14.4 **Association Duties**. The Association, on behalf of the Owners, may contract for the sale of real estate in the Project, but the contract is not binding on the Owners until approved pursuant to Sections 14.1 and 14.2 of this Declaration. If any real estate in the Project is to be sold following termination, title to that real estate on termination vests in the Association as trustee for all Owners. Thereafter, the Association has all powers necessary and appropriate to effect the sale. Until the sale has been concluded and the proceeds of the sale distributed, the Association continues in existence with all powers it had before termination. Unless otherwise specified in the termination agreement, as long as the Association holds title to the real estate, each Owner and his or her successors in interest have an exclusive right to occupancy of the portion of the real estate that formerly constituted their Unit in accordance with the terms of this Declaration. During the period of that occupancy right, each Owner and his or her successors in interest remain liable for all Assessments and other obligations imposed on Owners by this Declaration.

14.5 **Proceeds of Sale**. Following termination of the Project, the proceeds of any sale of real estate, together with the assets of the Association, shall be held by the Association as trustee

for Owners and Lenders as their interests may appear. Proceeds of the sale shall be distributed to Owners and Lenders as their interests may appear, based on the relative value of each Unit. The interest of any Owner in such proceeds shall not be distributed to such Owner except upon the prior payment in full of any Assessment lien or lien of a Lender encumbering such proceeds. Following termination, Lenders holding notes on the Units that were recorded before termination may enforce those liens in the same manner as any lien holder. The value of each Unit for purposes of distributing proceeds shall be determined by an appraisal of each Unit, conducted by an independent appraiser selected by the Management Committee. If any Owner disputes the appraised amount, they shall notify the Management Committee of the dispute within ten (10) days of receiving notice of the value of that Owner's unit. Upon timely notice of a dispute, the Owner shall select an appraiser who shall jointly with the Association's appraiser select a third appraiser to appraise the Unit. That appraisal shall be final as to the value of the Unit, regardless of whether it is lower or higher than the original appraisal. The Owner shall pay for the final appraisal.

14.6 Allocation upon Termination. Unless provided otherwise herein, upon any liquidation or termination of all or part of the Project, the Association shall represent the Owners in any proceedings, negotiations, settlements or agreements related thereto. Each Owner hereby appoints the Association as attorney-in-fact for such purpose, including the allocation of any losses, awards or proceeds resulting from such termination or liquidation. Any proceeds generated by such a termination or liquidation shall be made payable to the Association, which will hold such proceeds for the benefit of the Owners and their Lenders.

ARTICLE 15 – AMENDMENTS

15.1 General Amendment Requirements. Except as otherwise provided herein, this Declaration may be amended only by an instrument in writing to which Owners holding Allocated Interests totaling not less than sixty-seven percent (67%) of the total Allocated Interest have approved and consented, as evidenced by their signatures on or attached to the recorded amendment instrument. The signature of any one Owner of a Unit is sufficient if there are multiple Owners of the Unit, so long as any other Owner of the Unit does not vote inconsistent. In the event that an amendment is materially adverse to a Lender's interest in a Unit, such amendment must be approved by fifty-one percent (51%) of the Lenders for the Allocated Interests of Units subject to a mortgage. Notice of an amendment to the Declaration must be sent to a Lender via certified or registered mail with return receipt requested, and approval of and consent to an amendment by a Lender is assumed when a Lender fails to submit a response to any written proposal for an amendment within sixty (60) days after delivery by certified or registered mail with return receipt requested. No meeting or voting shall be required for an amendment, if the required consent is obtained.

15.2 Scope of Amendments. This Declaration may be amended to add new rights and obligations, remove existing rights and obligations, or modify existing rights and obligations. The right to amend shall be broadly construed to permit any change to the rights, obligations, and terms in the Declaration.

15.3 Execution and Effective Date of Amendments. An amendment that has been adopted as provided herein shall be executed by the Management Committee, through its agent, who shall certify that the amendment has been approved and adopted and that the procedures and requirements necessary to amend the Declaration have been complied with. The amendment shall be effective when it is recorded in the office of the County Recorder of Blaine County, Idaho.

15.4 Changes to Plat or Boundaries of the Association. The Association may adopt an amended Plat, supplemental Plat, correction to the Plat, or boundary agreement related to any boundary in or around the Project, including any boundary to any Unit or Units upon the approval of the number of Owners required to amend this Declaration. Any such Plat may make material changes to the existing or prior Plat including the addition or removal of amenities, increase the size of Units, deleting, adding, or modifying Common Area or Limited Common Area, or other changes in the layout of the Project. If any such document or action is approved by the consent of at least 67% of the Owners obtained in the manner required to amend this Declaration and so long as any Owner of any Unit that is subjected to boundary changes to that Unit or any Limited Common Area associated with that Unit consents, each and every other Owner shall sign, consent to, and execute any further documents required for the finalization, recording, and/or governmental approval of any such document regardless of whether they approved of or consented to the change in the Plat.

15.5 Amendment to Conform to Law. The Management Committee may, without the approval of the Owners, amend this Declaration to conform the Declaration to any applicable legal requirements otherwise applicable to the Association, but only to the extent necessary to eliminate any conflict with the law, to add provisions required by law, or to add provisions that embody rights or obligations otherwise binding on the applicable parties as a matter of law. This procedure may also be used to change the Declaration to add or conform to any requirements necessary for Owners to obtain government insured or guaranteed financing such as through VA, FHA, FNMA or similar programs or to comply with any directive of any federal, state, or local government agency. The following procedures and requirements must be complied with for any such amendment:

(a) The Association must obtain from an attorney who has a significant experience and a regular practice in the area of condominium association law, a written opinion

explaining in detail and opining that the proposed amendment may be sought pursuant to this Section.

(b) The members of the Management Committee must unanimously agree to the Amendment at the time it is recorded.

(c) The Management Committee must provide to the Owners: (1) the proposed amendment instrument; (2) the language of this Section of the Declaration; (3) the law that conflicts with the existing Declaration language or the provisions that must be complied with to permit owners to obtain financing; (4) the attorney opinion letter required for the amendment; and (5) a notice in which the Association (a) notifies the Owner that it intends to amend the Declaration pursuant to this Section, (b) provides the Owner a right to object to the amendment within thirty (30) days, and (c) provides instructions on how, when, and where to properly return the objection. The Management Committee may include further explanation, information, and recommendations regarding the proposed amendment in the information provided to the Owners.

(d) Within forty-five (45) days of providing the information to the Owners required by this Section, no more than forty percent (40%) of the owners have objected to the amendment.

(e) Having otherwise complied with all of the requirements of this Section, the Management Committee members shall each sign the amendment instrument verifying that this Section has been complied with to the best of their knowledge and that no more than forty percent (40%) of the owners objected after having received proper notice. The amendment shall be effective upon the recording of the instrument in the office of the recorder of Blaine County.

ARTICLE 16 – INTERPRETATION, CONSTRUCTION, AND APPLICATION OF DECLARATION

16.1 No Waiver. Failure by the Association or by any Owner to enforce any Term and Condition in any certain instance or on any particular occasion shall not be deemed a waiver of such right of enforcement as to that breach and any such future breach of the same or any other Term and Condition.

16.2 Conflicting Provisions. In the case of any conflict between the Governing Documents, the order of priority from the highest to the lowest shall be the Declaration, the Plat, the Articles, Bylaws, and then the Rules.

16.3 Interpretation of Declaration and Applicability of the Act. The Association intends that the Project shall be governed by the Act, except where (in compliance with the Act) the Association has included specific provisions in this Declaration that legally vary, supersede, or supplement the Act, in which event such specific provisions of this Declaration that are contrary to the Act shall govern the Project to the extent allowed by the Act. In the case of any conflict between this Declaration and the Act, to the extent the Act does not legally allow this Declaration to contain provisions contrary to the Act, the Act shall control and this Declaration shall be deemed modified accordingly, but only to the extent necessary to come into compliance with the Act.

16.4 Cumulative Remedies. All rights, options, and remedies of the Association and the Owners in the Governing Documents are cumulative, and none shall be exclusive of any other, and the Association and the Owners shall have the right to pursue any one or all of such rights, options and remedies or any other remedy or relief that may be provided by law; simultaneously, consecutively, or alternatively.

16.5 Severability. Invalidation of any one or a portion of the Terms and Conditions by judgment or court order shall in no way affect any other Terms and Conditions, all of which shall remain in full force and effect.

16.6 Construction. The provisions of this Declaration shall be liberally construed to effectuate its purpose of creating a plan for the development of a residential community and for the maintenance of the Project. The article and section headings have been inserted for convenience only, and shall not be considered or referred to in resolving questions of interpretation or construction. References in this Declaration to article and section numbers, unless otherwise expressly provided, are to the article and section in this Declaration. To the extent permitted by law, the provisions of the Governing Documents shall not be interpreted for or against or strictly for or against the Association, any Owner, or any other person subject to their terms.

16.7 Applicable Law. This Association is specifically made subject to the Act and the law as it is constituted and exists at the time this Declaration is recorded. Amendments to the Act after the date of recording of this Declaration shall not be applicable to the Association or the Project unless they are applicable as a matter of law or unless the Association makes those amendments applicable by amendment to the Declaration.

16.8 Gender and Number. Whenever the context of the Governing Documents require, the singular shall include the plural, and vice versa, and the masculine shall include the feminine and the neuter, and vice versa.

16.9 **Effect of Declaration**. This Declaration is made for the purposes set forth in the recitals in this Declaration and the Association makes no warranties or representations, express or implied, as to the binding effect or enforceability of all or any portion of this Declaration, or as to the compliance of any of these provisions with public laws, ordinances, regulations and the like applicable thereto. The Association shall have no liability whatsoever if any Term and Condition is determined to be unenforceable, in whole or in part, for any reason.

ARTICLE 17 – NOTICE

17.1 **Notices**. Any notice to be given to an Owner, a Lender, or the Association under the provisions of the Governing Documents shall be in writing and shall be delivered as follows:

(a) **Notice from the Association to an Owner**.

1. Notice to an Owner shall be effective upon the satisfaction of any of the following delivery methods:

(i) by a written notice delivered personally to the Owner, which shall be effective upon delivery;

(ii) by a written notice placed in first class United States mail, postage prepaid, to the most recent address furnished by such Owner in writing to the Association for the purpose of giving notice, or if no such address shall have been furnished, then to the street address of such Owner's Unit. Any notice so deposited in the mail shall be deemed delivered seventy-two (72) hours after such deposit;

(iii) by written e-mail correspondence to an Owner: (1) that is sent to an e-mail address provided by the Owner for the purpose of Association communications, or (2) that is emailed to an e-mail address from which the Owner has communicated related to Association matters, and so long as no indication is received that the e-mail may not have been delivered. Any notice sent by e-mail shall be deemed delivered seventy-two (72) hours after it is sent;

(iv) by facsimile (whether to a machine or to an electronic receiving unit) to an Owner that is sent to a facsimile number provided by the Owner for the purpose of Association communications and so long as no indication is received that the facsimile may not have been delivered. Any notice sent by facsimile shall be deemed delivered seventy-two (72) hours after it is sent; or

(v) by any other method that is fair and reasonable as provided for in the Act or otherwise provided for by law.

2. Notwithstanding Subsection (1) of this Section 17.1, the Association shall send all notices by U.S. Mail if an Owner, by written demand, demands that the Association send all notices by mail.

3. In the case of co-owners, notice to one of the co-owners is effective as notice to all such co-owners. The Association shall not be required to give more than one notice per Unit, whether electronic or not. In case any two co-owners send conflicting notice demands, Notice shall be proper if mailed by first class mail to the Unit.

4. If posting of a notice on the Unit is permitted, such posting is effective when posted on the front or primary access door to the Unit and any such posting may be removed by the Association after the event as occurred for which posting was made or ten (10) days after the posting.

(b) Special Notice Prior to Association Entry into a Unit.

1. In case of an emergency or condition requiring immediate entry in a Unit, before entering a Unit the Association shall: (1) knock on the door and attempt to obtain permission to enter from an Occupant or Owner in the Unit, (2) if no one answers the knocking, loudly identify who is knocking and state that the person identified is going to enter the unit on behalf of the Association, then wait one minute, and (3) where practicable under the circumstances, attempt to call the Owner or any Occupant prior to entry to inform them of the entry.

2. If the Association enters a Unit for any purpose permitted in this Declaration other than those identified in the prior paragraph, before entering a Unit the Association shall: (1) give notice to the Owner that an entry is required at least two weeks in advance with such notice stating: (a) that the Association or its authorized persons will enter the Unit; (b) the date and time of the entry; (c) the purpose of entering the Unit; (d) a statement that the Owner or Occupant can be present during the time the Association is in the Unit; (e) the full names of any person who will be entering into the Unit, and the phone numbers and addresses of the persons entering the Unit or of the company for whom the persons entering the Unit are employed for the purpose of entering the Unit; (f) any other information the Association deems appropriate to include, and (2)

post the written notice described above on the front door to the Unit at least seven (7) days prior to entry into the Unit.

(c) Notice to a Lender. Notice to a Lender shall be delivered by first-class, United States mail, postage prepaid, to the most recent address furnished by such Lender in writing to the Association for the purpose of notice or, if no such address shall have been furnished, to any office of the Lender. Any address for a Lender that is found on a document recorded on the title of a Unit shall be deemed an office of the Lender. Any notice so deposited in the mail shall be deemed delivered seventy-two (72) hours after such deposit. Lenders of a mortgage on a Unit should receive timely notice of:

1. Any condemnation or casualty loss that affects either a material portion of the Project or the Unit securing its mortgage,

2. A sixty (60) day delinquency in the payment of Assessments or charges owed by the Owner of any Unit on which the Lender holds a mortgage,

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

4. Any proposed action that requires the consent of a specified percentage of Lenders

(d) Notice to Association from an Owner.

1. An Owner's Notice to the Association shall be effective upon the satisfaction of any of the following delivery methods:

(i) by a written notice delivered personally to the managing agent, which shall be effective upon delivery;

(ii) by a written notice placed in first-class, United States mail, postage prepaid, to the current registered business address of the Association. Any notice so deposited in the mail shall be deemed delivered seventy-two (72) hours after such deposit;

(iii) by written email correspondence to the Association: (1) that is sent to an email address provided by the Association in the prior twelve (12) months for the purpose of Association communications, or (2) that is emailed to an email address from which the Manager or the President of the Association has communicated related to Association matters,

and so long as no indication is received that the email may not have been delivered or received. Any notice sent by email shall be deemed delivered seventy-two (72) hours after it is sent; or

(iv) by facsimile (whether to a machine or to an electronic receiving unit) to an Association that is sent to a facsimile number provided by the Association for the purpose of Association communications and so long as no indication is received that the facsimile may not have been delivered or received. Any notice sent by facsimile shall be deemed delivered seventy-two (72) hours after it is sent.

ARTICLE 18 – ATTORNEY FEES AND COSTS

18.1 Legal Costs Associated with Disputes with Owners.

(a) Owners Liable for Fees Incurred in Dispute. If the Association utilizes legal counsel to enforce any Term and Condition after Notice to the Owner that it intends to enforce the Term and Condition, or after the Owner communicates or demonstrates an intent not to comply with the Term and Condition, the Association may assess all reasonable attorneys' fees and costs associated with such enforcement to the Owner, regardless of whether a lawsuit is initiated or not.

(b) Costs. The term "costs" as used in this Section shall include all costs including copying costs, deposition costs, expert witness fees, investigative costs, service costs, and filing fees paid to courts. "Costs" is specifically defined in this Declaration to be broader and to include costs that are not included in costs, as the term is used in the Idaho Rules of Civil Procedure.

(c) Exception to Owner's Liability for Fees and Costs. If, related to (1) any dispute with an Owner, (2) any challenge by an Owner to a position of the Association on a Term and Condition, or (3) a request of an Owner for direction on the application of a Term and Condition, the Association incurs legal fees or costs related to the interpretation and application of a Term and Condition that: (1) the association could not establish an initial position on without having incurred the fees and costs, or (2) results in a substantial modification to a prior position taken by the Association, then those fees or costs shall not be assessed to any Owner and shall be paid by the Association. This exception shall not apply if a lawsuit is currently pending with regard to the Owner and the issues arise as part of the lawsuit.

ARTICLE 19 – RESERVES

19.1 **Requirement for Reserves**. The Association shall maintain a reasonable reserve fund for the maintenance, repair, and replacement of the Common Area and Limited Common Area as determined by the Owners annually. Reserve funds may be collected as part of the monthly Assessments.

19.2 **Surplus Monies Applied to Reserves**. The Association may retain surplus Association money as additional reserves rather than refund it to the Owners or credit it to future Assessments.

19.3 **Segregation of Reserves**. The Association shall segregate money held for reserves from regular operating and other accounts.

19.4 **Reserve Analysis**. The Association shall cause a reserve analysis to be conducted and regularly updated a minimum of once every two years. The reserve analysis report shall be prepared by a person or persons with (1) experience in current building technologies, (2) a solid working knowledge of building cost estimating and life cycle costing for facilities, and (3) the tools and knowledge to prepare a report. Preferably, but subject to the discretion of the Management Committee in determining that the qualifications have otherwise been met by one person, two people shall prepare the reserve study, an architectural consultant who will perform a property condition assessment and a reserve study professional who will utilize the property condition assessment and prepare the reserve study. The reserve analysis shall, at a minimum, determine the need for and appropriate amounts of a reserve fund to accumulate money to cover the cost of repairing, replacing, and restoring common areas that have a useful life of three years or more. The Reserve studies and updates shall project a minimum of thirty (30) years into the future. Notwithstanding the foregoing), during the Control Period no reserve analysis is required.

19.5 **Disclosure and Approval at Annual Meeting**. The Association shall:

(a) annually, at the annual meeting of Owners or at a special meeting of Owners:

1. present the most recent reserve study;

2. provide an opportunity for Owners to discuss reserves and to vote on whether to fund a reserve fund and, if so, how to fund it and in what amount; and

(b) prepare and keep minutes of each meeting held under Section 19.5(a) and indicate in the minutes any decision relating to funding a reserve fund.

ARTICLE 20 – LEASING AND NON-OWNER OCCUPANCY

20.1 Declaration and Rules Govern Non-Owner Occupancy. Notwithstanding anything to the contrary in this Declaration or in the Bylaws, any leasing and non-owner occupancy of a Unit shall be governed by this Article 20, the Rules, and procedures adopted as allowed in this Article 20.

20.2 Definitions. For the purpose of this Section:

(a) "Non-Owner Occupied Unit" means:

1. For a Unit owned in whole or in part by an individual or individuals, the Unit is occupied by someone when no individual Owner occupies the Unit as the individual Owner's primary residence; or

2. For a Unit owned entirely by one or more entities or trusts, the Unit is occupied by anyone.

(b) "Family Member" means:

1. the parent, sibling, or child of an Owner and that person's spouse and/or children; or

2. in the case of a Unit owned by a trust or other entity created for estate planning purposes, a person occupying the Unit if the trust or other estate planning entity that owns the Unit was created for the estate of (i) a current occupant of the Unit or (ii) the parent, child, or sibling of the current occupant of the Unit.

20.3 No Restriction on Leasing and Non-Owner Occupancy. Subject to the provisions of this Article 20, the number of Units permitted to be Non-Owner Occupied may not exceed twenty percent (20%) of the total Units in the Project.

20.4 Units Exempt From the Limitation on Non-Owner Occupied Units. Notwithstanding the restrictions on the number or term of leasing set forth in this Article 20, Owners and Units are exempt from the restrictions set forth in this Article 20:

(a) during the period of time of an Owner's deployment due to military service;

(b) during the period of time an Owner whose employer has relocated the Owner, but only for a period of two years or less;

(c) during the period of time a Unit is owned by an entity that is occupied by an individual who:

1. has voting rights under the Association's Governing Documents; and

2. has a 25% or greater share of ownership, control, and right to profits and losses of the entity.

(d) In the event a lease in a Unit is entered into before a rental restriction contained in this Article 20 is recorded with the Wasatch County Recorder's Office, said lease may continue until:

1. the Owner occupies the Unit;

2. an officer, Owner, member, trustee, beneficiary, director, or person holding a similar position of ownership or control of an entity or trust that holds an ownership interest in the Unit, occupies the Unit; or

3. the Unit is transferred.

20.5 Permitted Rules. The Management Committee may adopt Rules requiring:

(a) reporting and procedural requirements related to Non-Owner Occupied Units and the occupants of those Units other than those found in this Article 20, including requiring informational forms to be filled out by Owners and/or residents identifying Non-Owner Occupants, vehicles, phone numbers, etc;

(b) reasonable fees related to the administration of leased and Non-Owner occupied Units; and

(c) other reasonable administrative provisions consistent with, and as it deems appropriate to enforce, the requirements of this Declaration.

(d) The Association shall create, by rule or resolution, procedures to ensure consistent administration and enforcement of the rental restrictions contained in this Declaration.

20.6 Required Rules. The Management Committee shall adopt Rules, resolutions, or procedures to: (a) determine and track the number of Units that are leased, (b) provide for a waiting list if the maximum number of units are available to lease are leased and additional owners

want to lease Unites, (c) determine and track the number of Unites exempt under section 20.5.

20.7 Requirements for Leasing and Non-Owner Occupancy. The Owners of all Units must comply with the following provisions:

(a) Any lease or agreement for otherwise allowable Non-Owner Occupancy must be in writing, must be for an initial term of at least twelve (12) months, and shall provide as a term of the agreement that the resident shall comply with the Declaration, the Bylaws, and the Rules, and that any failure to comply shall be a default under the lease or agreement. If a lease or agreement for non-owner occupancy (whether in writing or not) does not include these provisions, they shall nonetheless be deemed to be part of the lease or agreement and binding on the Owner and the resident;

(b) If required in the Rules of the Association or requested by the Management Committee, a copy of any lease or other agreement for non-owner occupancy shall be delivered to the Association within the time period provided for in the Rules or by the Management Committee;

(c) No owner shall lease or allow any non-owner to use any Unit for transient, short-term (less than twelve (12) months), hotel, rental pool or corporate/exclusive use purposes, resort, vacation, or seasonal use (whether for pay or not);

(d) Daily and weekly occupation by non-owner occupants is prohibited (whether for pay or not); and

(e) The Owner(s) of a Unit shall be responsible for the non-owner occupant or any guest's compliance with the Declaration, Bylaws, and Rules. The Owner and non-owner occupant, or other similarly situated individual, shall be jointly and severally liable for any violations of the Governing Documents. In addition to any other remedy for noncompliance with the Governing Documents, the Association shall have the right to initiate a forcible entry and unlawful detainer action, or similar such action, with the purpose of removing the offending non-owner occupant. The Association, the Management Committee, and the Manager shall not have any liability for any action taken pursuant to this subparagraph and the Owner shall indemnify and pay the defense costs of the Association, the Management Committee, and the Manager arising from any claim related to any action taken in good faith by any of them pursuant to this subparagraph.

20.8 Exceptions for Family Members. If only Family Members occupy a Unit, then notwithstanding anything to the contrary herein:

(a) Subsections 20.5(a), 20.5(c), & 20.5(d) of Section 20.5 shall not apply to that occupancy;

(b) no written agreement regarding occupancy needs to be created between the family member and the Owner; and

(c) any written agreement regarding occupancy may not be requested by the Management Committee until an occupant has violated a provision of the Governing Documents and if requested, may only be requested related to remedying or taking action as a result of such a violation.

20.9 Consistent Administration and Enforcement. The Management Committee and Manager of the Association will create, by rule or resolution, procedures to ensure consistent administration and enforcement of the rental restrictions contained in this Declaration.

ARTICLE 21 – GENERAL PROVISIONS

21.1 Enforcement. The Association or any Owner shall have the right to enforce, by proceedings at law or in equity, all Terms and Conditions including the right to prevent the violation of any such Terms and Conditions and the right to recover damages and other sums for such violation.

21.2 Non-liability of Officials. To the fullest extent permitted by applicable law, neither the Management Committee nor any officer of the Association shall be liable to any Owner or the Association for any damage, loss, or prejudice suffered or claimed on account of any decision, approval or disapproval, course of action, act, omission, error or negligence.

21.3 Use of Funds Collected by the Association. All funds collected by the Association, including Assessments and contributions to the Association paid by the Owners, if any, shall be held by the Association in a fiduciary capacity to be expended in their entirety for nonprofit purposes of the Association in managing, maintaining, caring for and preserving the Common Area, and for other permitted purposes, as set forth in this Declaration. No part of said funds shall inure to the benefit of any Owner (other than as a result of the Association managing, maintaining, caring for, and preserving the Common Area, and other than as a result of expenditures made for other permitted purposes, as set forth in this Declaration).

21.4 Notification of Reinvestment Fee. Except as otherwise limited by law, the management Committee may establish a Reinvestment Fee Assessment, from time-to-time, which shall be no more than 0.5% of the value of the Unit, and which shall be due and payable immediately after any sale or other transfer of any Unit. The Management Committee shall

have authority to set forth in the Rules the date, time for payment, amount, the requirements for any information that is required from any transferee of any Unit upon any sale or transfer, and any other procedures or requirements related to the Reinvestment Fee Assessment. The Reinvestment Fee Assessment shall be due after the transfer.

21.5 Owner Liability and Indemnification. Each Owner shall be liable to the remaining Owners and to the Association for any damage to the Common Area that may be sustained by reason of the negligent or intentional act of an Owner or any intentional or negligent act of any Occupant of that Owner's Unit, to the extent such losses and damages are either under the deductible of the Association or not covered by the Association's insurance. Each Owner, by acceptance of a deed to a Unit, agrees personally to indemnify each and every other Owner and Occupant in such other Owner's Unit, and to hold such other persons harmless from, and to defend such persons against, any claim of any person for personal injury or property damage occurring within the Unit of that particular Owner, including Limited Common Area, if any, except to the extent that: (a) such injury or damage is covered by liability insurance in favor of the Association or any other Owner; or (b) the injury or damage occurred by reason of the intentional act of the Association.

21.6 Consent, Power of Attorney, Waiver. By acceptance of a deed, lease, or other conveyance of an interest in Unit, each Owner or Occupant consents to the rights reserved to the Association in this Declaration, including, but not limited to, the right to prepare, execute, file, process, and record necessary and appropriate documents and other items to establish and grant easements and to make necessary and appropriate amendments of this Declaration, the Plat and the Bylaws. By such acceptance, each Owner or Occupant agrees to execute all documents and to do all other things as may be necessary or convenient to effect the same; and such acceptance shall be deemed an appointment of the Association, with full right of substitution, as the attorney-in-fact of such Owner or Occupant to execute such documents and to do such things on such Owner's or Occupant's behalf; and such appointment, being coupled with an interest, shall be irrevocable for the specific period of the Association's reserved rights as set forth in this Declaration, and shall not be affected by the disability of any such Owner or Occupant.

21.7 Security. The Association shall in no way be considered an insurer, guarantor, or provider of security from criminal conduct within or relating to the Project, including any Common Area that the Association may have an obligation to maintain. The Association shall not be held liable for any loss or damage by reason of criminal conduct arising for any reason, including any failure to provide security or any ineffectiveness of security measures undertaken. Each and every Owner or Person entering the Project acknowledges that the Association has no duty to any Owner or Occupant related to security or criminal conduct, and expressly acknowledges that no duty is owed to anyone such as that of a landlord or retail business. By purchasing a Unit in this Association and/or residing in this Association,

Owners and Occupants agree that the Association and the Management Committee are not insurers of the safety or well-being of Owners or Occupants, or of their personal property as it relates to criminal conduct, and that each Owner or Occupant specifically waives any such claim and assumes all risks for loss or damage to persons or property resulting from criminal conduct, to the extent any such damages are not covered by insurance.

21.8 Reasonable Accommodations. Notwithstanding anything to the contrary in this Declaration, the Association, upon receipt of a written opinion from its counsel that such action is required, may make or permit reasonable accommodations or modifications to the Project that are otherwise prohibited by the Governing Documents, as required under Title VIII of the Civil Rights Act of 1968 (the Fair Housing Act) as amended, to accommodate a person with a disability (as defined by Federal law at the time the accommodation is requested). Reasonable accommodations or modifications may include modifications to a Unit, the Common Area, the Limited Common Area, or the buildings, or deviations from provision of the Governing Documents. Any such modification and accommodation made under this Section shall not act as a waiver of the provisions of the Governing Documents with regard to anyone else.

21.9 No Representations and Warranties. EACH OWNER AND OCCUPANT UNDERSTANDS, AGREES, AND ACKNOWLEDGES THROUGH TAKING TITLE OR RESIDING IN THE PROJECT THAT THE ASSOCIATION AND THE MANAGEMENT COMMITTEE HAVE NOT MADE ANY REPRESENTATIONS OR WARRANTIES OF ANY KIND RELATED TO THE PROJECT, AND THAT EACH OWNER OR OCCUPANT HAS NOT RELIED UPON ANY REPRESENTATIONS OR WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE, RELATIVE TO THE PROJECT.

ARTICLE 22 – DECLARANT RIGHTS

22.1 Special Declarant Rights. Notwithstanding any other provisions in the Governing Documents to the contrary, the Declarant shall have the rights provided for in this Article 22 (the "Special Declarant Rights").

22.2 Right to Appoint the Management Committee during Control Period. The Declarant shall have the right to appoint and remove all Management Committee Members during the Declarant Control Period and in the appointment of Committee Members shall not be bound by any qualifications for Management Committee Members in the Governing Documents. The Declarant may elect to have a Management Committee of three members until the Control Period ends.

22.3 Control Period. Declarant shall have the right to retain control, power, and authority over, and all decision-making ability or authority for, the Association and/or the Project during the "Control Period." The Declarant shall determine whether to hire professional management during the Control Period. The Control Period shall extend until the first to occur of the following: (i) the Declarant elects, in writing, to terminate the Control Period or (ii) one year after the Declarant no longer owns a Unit in the Project.

22.4 Easement Rights. The Declarant shall have an easement for access across the entire Project and may utilize, allow anyone else to utilize, or may grant easements over and through any easement right reserved to anyone in the Declaration.

22.5 Right to Amend Plat. Subject to necessary approvals from any applicable municipality or government agency, the Declarant shall have the right to amend, change, or modify any Plat, subject only to the requirement that the Declarant get approval from any Owner of a Unit that has any boundary modified by the Plat.

22.6 Assessment Rights. The Declarant shall have the right to set all Assessments, regular and special during the Control Period. No Units owned by the Declarant shall pay Assessments until such time as the Declarant elects to pay Assessments, and only for so long as the Declarant elects to pay Assessments.

22.7 Right to Amend Declaration, Bylaws, and Rules. Until the expiration of the Declarant Control Period, the Declarant shall have the right to amend, revise, and modify this Declaration, the Bylaws, and the Rules in any way and at any time, including adding, removing, or changing substantive and material provisions, without any additional approvals from anyone including, but not limited to, the Owners. Any such amendment to the Bylaws or Declaration shall be effective upon the recordation by the Declarant of an amendment duly signed by an authorized officer or manager of the Declarant, with such signature acknowledged. When recorded, any such amendment shall be binding upon the Project and all persons having an interest therein including all Owners. Without limiting the generality of the foregoing, the Declarant alone may amend or terminate this Declaration prior to the closing of a sale or transfer of any Unit.

22.8 Expansion of Project / Additional Land. The Declarant may add land to or withdraw land from the Project and expand or contract the Project, at any time, and for any reason.

22.9 Assignment of Special Declarant Rights. Declarant may, at any time, by recording a written notice, assign or transfer all or some of its control, power, authority, or decision-making ability to the Association or any other person or entity prior to the time period described above. In the case of the abandonment of the Project by the Declarant, the cessation of

business by the Declarant, or the foreclosure of any undeveloped property that is subject to the provisions of this Declaration, the rights of the Declarant as provided for in this Declaration may be exercised by any Owner of the undeveloped land within the project or to be expanded into the Project, or unfinished Units.

22.10 Exceptions from Use Restrictions. The Declarant shall not be bound by any use restriction in the Declaration as it relates to the Units owned by the Declarant.

22.11 No Modification of Declarant Rights. Any Declarant Rights in the Governing Documents, and specifically in this Article 22, and any provisions in Article 23, shall not be substantively or procedurally altered without the written consent of the Declarant until fourteen (14) years have passed after the Control Period has ended, at which time the Declarant approval shall no longer be required. Any document or amendment attempted without obtaining proper consent shall be void ab initio to the extent it attempts to alter the rights of the Declarant or any provision of Article 22 or Article 23, without the consent of the Declarant.

22.12 Use of Units and Common Areas. During the Declarant Control Period, the Declarant shall have the right to use any Unit owned by it, and any part of the Common Areas in furtherance of any activities designed to accomplish or facilitate construction, improvement and sale of all Units owned by the Declarant or to be added to the Project, and the construction and improvement of all Common Areas and/or Limited Common Areas as the Declarant may desire. The Declarant shall have the right to maintain one or more sales offices and model Units. Such offices and model Units may be located in any Unit with the permission of the Owner of that Unit, who may be the Declarant, or in one or more separate structures or facilities placed in the Project for the purpose of aiding the Declarant's sales efforts, or any combination of the foregoing. To ensure uniform and consistent marketing of the Units for the benefit of the Association and the Owners, all sales of Units during the Declarant Control Period, including Units no longer owned by the Declarant, must utilize only the real estate sales agent specified and approved by the Declarant. The Declarant shall also have the right to maintain any number of promotional, advertising, or directional signs, banners, or similar structures or devices at any place or places in the Project. The Declarant shall also have the right to designate by signs or otherwise any Common Area parking as parking for sales only or to otherwise restrict and use any Common Area parking. The Declarant shall have the right from time-to-time to relocate, move, remove, or add to any of its sales offices, parking restrictions, model Units, signs, banners or similar structures or devices.

22.13 Declarant Rights Do Not Impose Obligations. The Declarant Rights provided for in this Article 22 do not impose any obligation, legal or equitable, related to the issues to which they might apply. Both the Association and any Owner hereby expressly waive and disclaim

any such duty and affirmatively acknowledge that no such duty exists or should be imposed as a result of the Special Declarant Rights.

ARTICLE 23 – CONFLICT AND LITIGATION AVOIDANCE AND RESOLUTION

23.1 Statement of Intent. Every Owner is capable of obtaining an inspection and is permitted to perform, or pay someone else to perform, any inspection on any Unit that Owner is purchasing or any aspect of the Common Area prior to purchasing a Unit. Moreover, an Owner Warranty has been provided to each Owner identifying those items that are warranted by the Declarant. Having had the ability to inspect prior to purchasing a Unit, having received a written warranty, and having paid market price for a Unit in the condition it and the related Common Area is in at the time of purchase, it is acknowledged that it is unfair and improper to then seek to have the Declarant and/or any subcontractor performing work in the Project to change, upgrade, or add additional work to the Project outside of any warranty obligation. Moreover, the Owners (by purchasing a Unit) and the Declarant acknowledge and agree that litigation is an undesirable method of resolving certain conflicts in that it is slow, expensive, uncertain, and can often negatively impact the sale value of Units for years, unfairly prejudicing those Owners who must or want to sell their Unit during any period when litigation is pending. For this reason, the Owners by purchasing a Unit and the Declarant agree and acknowledge that certain disputes simply shall not be pursued, to the extent permitted by law, and that others shall be pursued only through certain specific alternative dispute resolution mechanisms, and only after full disclosure, right to cure periods, and knowing approval of the Owners. Consistent with this dispute avoidance intent and mandate, and in an effort to provide an avenue of recovery against the party responsible for faulty construction, the Declarant may obtain and provide warranties to the Association, or that the Association may enforce from subcontractors related to the construction of the Project. It is the intent of the Parties hereto, as agreed to by the Owners by and upon the purchase of a Unit, that these warranties, if they are obtained, whatever they might cover and whomever they are from, are the sole remedy to the extent permitted by law, in case of any defects or damages arising from defects of any kind related to construction or development of the Project. The intent of this Section is to eliminate, to the extent possible, claims against or involving the Declarant and claims related to the construction of the buildings and fixtures on the Project, and, when and if any such claim is permitted as a matter of law or pursuant to this Declaration, to ensure that every opportunity is made to resolve the claim outside of a normal court procedure. This effort shall include, but not be limited to, the right to cure and the requirements for mediation and arbitration.

23.2 Association Warranties. The Declarant may, but is not obligated, to provide certain warranties to the Association related to the construction of the Project ("Association Warranty"). The Association shall have the right, as provided for in any such warranties, to directly enforce and seek performance of these warranties from the subcontractors who performed the work in the construction of the Project. There is no guarantee or warranty by the Declarant that any warranties will be provided or that the warranties will cover any particular component or aspect of the Project.

23.3 Owner Warranties. The Declarant has provided certain warranties to the Owners related to the Unit purchased ("Owner Warranty"). The first Owner of a Unit to whom the warranty is issued or with whom a legal warranty arises, and only that Owner, shall have the right to directly enforce and seek performance from the Declarant of any terms of the warranty and only consistent with the warranty itself. The Association shall have no right to seek the performance of or take assignment of any rights in any warranties from the Declarant to any Owner, and the Owner shall have no right to assign any rights of any kind to the Association related to pursuing litigation against the Declarant.

23.4 Declarant Litigation.

(a) An Owner may only make a claim against the Declarant for the failure to comply with the Owner Warranty, any other Warranty implied by law and not validly disclaimed in this Declaration, or for any other claim of any kind, after the following efforts at dispute resolution have been completed: (1) Right to Cure: the Owner shall provide to the Declarant a Notice of Claim (defined below) and permit the Declarant 180 days to cure or resolve the claim or defect, or to try to get the appropriate subcontractor to cure or resolve the claim or defect, prior to initiating any lawsuit, claim, or dispute resolution process; (2) if the dispute is not resolved within the 180 day Right to Cure period, the parties agree to mediate the dispute prior to taking further action. If additional, different, or modified claims, damages, calculations, supporting information, or descriptions are added, provided to, or asserted against the Declarant that were not previously included in any Notice of Claim, the Right to Cure period provided for in this Section shall immediately apply again and any pending action, including any mediation or arbitration, shall be stayed for the 180 day period.

(b) For any claim allowed by law or by this Declaration, the parties agree to binding arbitration of all claims asserted against the Developer by either the Association or any Owner, with the initiating party advancing all arbitration costs subject to assignment of those costs by the arbitrator in a final decision on the merits. The parties to any such arbitration shall mutually work, in good faith, to agree upon the arbitrator, mediator, arbitration service, and all aspects of the arbitration and mediation proceedings. In case

of any disagreement regarding the mediation or arbitration service, the American Arbitration Association shall administer the mediation and arbitration and the rules applicable to construction disputes shall apply. The arbitration rules shall be subject to the requirements of this Declaration and shall be modified accordingly in case of any conflict between the rules and this Declaration.

(c) "Notice of Claim" shall mean and include the following information: (1) The nature of the claim; (2) a specific breakdown and calculation of any alleged damages; (3) a specific description of the claim along with any supporting opinions, information, or other factual evidence upon which the claim is based; (4) photographs of any alleged condition, if applicable; (5) all efforts taken to avoid, mitigate, or minimize the claim or any alleged damages arising therefrom; and (6) the names, phone numbers, and address of every person providing information, analysis, or opinions related to the claim.

(d) Notwithstanding any other provision in this Declaration, except as to an Owner Warranty and to the fullest extent permitted by the law, an Owner shall not and agrees not to commence or maintain any litigation, arbitration, or other action against the Declarant or any of its officers, directors, members, employees, or agents for any reason, including, but not limited to, alleged construction defects, any related damages, or any damages arising therefrom.

(e) Notwithstanding any other provision in this Declaration, and to the fullest extent permitted by law, the Association shall not and cannot commence or maintain any litigation, arbitration, or other action against the Declarant or any of its officers, directors, members, employees, or agents for any reason, including, but not limited to, alleged construction defects, any related claims, or any damages arising therefrom.

(f) The Association shall indemnify and defend the Declarant and its officers, directors, members, employees, and agents against any litigation, arbitration, or the assertion of any claim arising out of any alleged construction defect in or related to the Project and/or any damages arising therefrom. By purchasing a Unit, the Owner specifically disclaims and releases the Declarant from any claim, known or unknown, related to any defect in the Project not specifically covered by either an Association Warranty or an Owner Warranty, except only as limited by law. The Association and each Owner acknowledges and agrees that these warranties and whatever coverage they might provide are the sole remedy of the Association related to any alleged or actual construction defects. In case of any claim or litigation asserted related to any construction defect arising in any Unit, the Owner agrees to defend the Declarant (which shall permit the Declarant to select counsel and require the Owner to advance all costs and fees related to any such claim) from any such claim and to indemnify Declarant from any liability arising therefrom.

(g) Subject only to the provisions in the Owner Warranties and any Association Warranties (if any), the Association and the Owners take ownership and possession of the Units, Common Areas, and Limited Common Areas AS IS, with no warranties of any kind except as otherwise required as a matter of law. The Declarant specifically disclaims any warranties of merchantability, fitness for a particular use, or of habitability, to the full extent allowed by law.

(h) If otherwise allowed by law notwithstanding the terms of this Declaration, or if allowed in this Declaration, prior to the Association making any demand or commencing any mediation, arbitration, or litigation against a Declarant or any subcontractor, other than a claim made solely upon an Association Warranty against a Subcontractor, the Association must have a meeting of the Owners, with proper notice, and have all attorneys, experts, and other persons expected to be involved in the claim present at the meeting. Those people present, including the Management Committee, must permit discussion among the Owners and questions from the Owners and must respond to all reasonable questions of the Owners related to the proposed claims. The notice for the meeting must include the following information: (i) a statement must be made on the first page of such notice in bold, upper case, and not less than 22 point font: "The Association is contemplating serious and potentially time-consuming and expensive litigation against the Declarant of this Project. This litigation could cost you money in the form of increased Assessments and will likely impact the resale value of your Unit and your ability to sell your Unit while this litigation is pending. This litigation could take years to resolve. You should think seriously about this issue and attend the meeting on this issue."; (ii) a budget and detailed breakdown of all costs and legal fees associated with the expected litigation, including a breakdown of any costs and fees to be advanced by any representative of the Association and all those to be paid directly, all of which shall assume the litigation will last three years and require a hearing on the merits; (iii) a detailed explanation of where any money to be paid by the Association will be obtained, including a per Unit breakdown of all costs and fees per year, assuming the litigation will last three years; (iv) a written statement of each Management Committee Member indicating that person's position on the litigation; (v) an opinion from an attorney other than the attorney considered to bring any such action analyzing the law and all relevant facts and providing an opinion on the likelihood of success of any such litigation or arbitration; (vi) all terms of the agreement between the Association and the attorney or law firm prosecuting the action including a copy of any engagement letter, contract, or agreement related to that representation; and (vii) a detailed description of the alleged claims against the Declarant and of all efforts by the Association to resolve those claims prior to commencing any action.

(i) The existence of procedures and/or requirements in this Section applicable to claims against the Declarant or subcontractors that are barred or limited in other provisions of this Declaration shall not be construed as permitting any such claims, or as contradictory to a prohibition or limit on such claims in other provisions in this Declaration. The procedures and requirements to assert a claim (including, but not limited to, the right to cure requirements, the meeting and owner approval requirements, the mediation requirement, and the arbitration requirements) that is prohibited by this Declaration are provided solely in case any such claim is permitted by law notwithstanding the terms of this Declaration.

23.5 Land Owners. All persons owning land that is initially or subsequently incorporated into the Project, and who sign the Declaration or any amendment thereto, subjecting that land to the Declaration and incorporating it into the Project, shall be afforded the same rights, protections, and litigation avoidance procedures that are provided for the Declarant in this Article 23.

[Signature on the Follow Page]

EXECUTED this ____ day of _____, 20__.

4th & Main, LLC

_____

By: Mason Dutton
lts: Manager

STATE OF _____)
) ss:
COUNTY OF _____)

On the _____ day of _____, 2021, personally appeared before me Mason Dutton, the signer of the foregoing DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS FOR 4TH & MAIN CONDOMINIUM ASSOCIATION, INC. on behalf of 4th & Main, LLC, and who duly acknowledged to me executing the same.

_____

Notary Public

EXHIBIT A

Allocated Interest

Unit No.	Unit Type	Square Ft.	Allocated Interest	Initial Assessment
-	-	-	-	-
-	-	-	-	-
-	-	-	-	-
-	-	-	-	-
-	-	-	-	-
-	-	-	-	-
-	-	-	-	-
-	-	-	-	-
-	-	-	-	-
-	-	-	-	-
-	-	-	-	-

Total		_	100%	

EXHIBIT B

Bylaws

EXHIBIT C

Description of Property

[Property Description]

Attachment F

Application Materials: Condominium Subdivision Preliminary Plat

Plan Set

A PRELIMINARY PLAT SHOWING

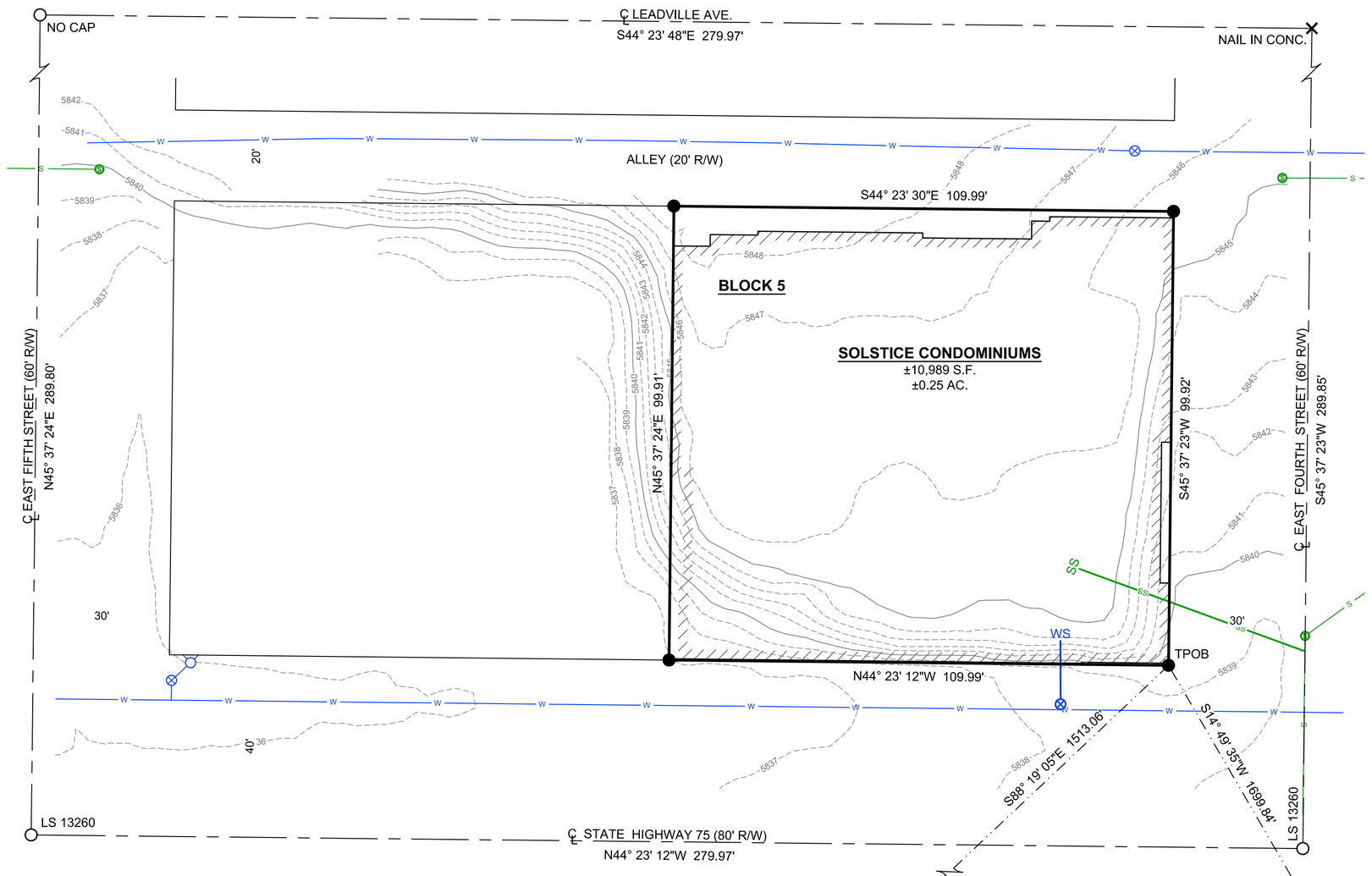
SOLSTICE CONDOMINIUMS

LOCATED WITHIN SECTION 18, T.4N., R.18E., B.M., CITY OF KETCHUM, BLAINE COUNTY, IDAHO
WHEREIN THE BUILDING ON LOT 1A, BLOCK 5, CITY OF KETCHUM IS CONDOMINIUMIZED

JUNE 2022

SCALE: 1" = 20'

20 10 0 20 40 60
SCALE IN FEET



LEGEND

- Pro ert Line
- Ad oiner's Lot Line
- Center ine
- GIS Tie Line
- Unit Tie Line
- Fo nd A in Ca
- Fo nd 5 8" Rebar
- Nai in Concrete
- Set 5 8" Rebar
- Unit Point of Tie to TPOB
- B i ding
- 5' Conto r Inter a
- 1' Conto r Inter a
- Se er Main
- Se er Ser ice
- Se er Manho e
- Water Main
- Water Ser ice
- Fire H drant
- Water Va e

CA Co on Area
CE Cei ing E e ation
ELEV E e ator Co on Area
FF Finished F oor E e ation
IC I egib e Ca
LC Li ited Co on Area
MECH Mechanica Roo Co on Area
NC No Ca
TPOB Tr e Point of Beginning

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 District Health Dept., EHS

SURVEY NARRATIVE & NOTES

1. The r ose of this s r e is to sho the on ents fo nd and set d ring the bo ndar retrace ent of Lot 1A, B oc 5, etch To nsite, and to condo ini i e said ro ert as sho n hereon. The bo ndar sho n is based on fo nd on ents and the at of Lot 1A, B oc 5, etch To nsite, Instr ent N ber , records of B aine Co nt , Idaho. A fo nd on ents ha e been acce ted. Lot corner on ents ere set b b oc brea do n and ro ortioning record distances. Vertica Dat is NAVD 1988.

2. In inter reting the Dec aration, P at or P ats, and Deeds, the e isting h sica bo ndaries of the nit as origina constr cted, or reconstr cted in ie thereof, sha be conc si e res ed to be its bo ndaries rather than the etes and bo nds e ressed or de icted in the dec aration, at or ats, and or deeds, regard ess of sett ing or atera o e ent of the b i ding and regard ess of inor ariances bet een bo ndaries sho n in the dec aration, at or ats, and or deeds, and the act a bo ndaries of the nits in the b i dings.

3. Di ensions sho n hereon i be s b ect to s ight ariations, o ing to nor a constr ction to erances.

4. Hori onta or s o ing anes sho n hereon are to of finished s bf oor and botto of finished cei ing: ertica anes are finished s rfaces of interior a s. So e str ct ra e bers e tend into nits, i ited co on areas and ar ing s aces.

5. Pro ert sho n hereon is s b ect to ter s, ro isions, co enants, conditions, restrictions, ease ents, charges, assess ents and iens ro ided b a icab e Condo ini La or the Condo ini Dec aration recorded nder Instr ent N ber , records of B aine Co nt , Idaho. Cons t the Condo ini Dec arations for the definition of co on and i ited co on area.

6. A area o tside of nits that is not designated as i ited co on is co on area. Areas of "co on" or " i ited co on" are sho n b diagra .

7. B i ding ties are to the interior corners of nit a s.

8. Uti it ease ents necessar to a o for access and aintenance of ti ities ser ing nits other than the nit the are ocated in are hereb granted b this at.

9. The c rrent oning is CC. Refer to the Cit of etch oning Ordinance for s ecific infor ation abo t this one.

10. The ro ert o ner is 4th and Main etch LLC, 4685 High and Dri e, Ste 224, Sa t La e Cit , UT 84117. The s r e or re resentation is Mar E. Phi i s, Ga ena Engineering, Inc., 317 N. Ri er St., Hai e , Idaho 83333.

VICINITY MAP
N.T.S.

PRELIMINARY

PROFESSIONAL LAND SURVEYOR LICENSED 16670 STATE OF IDAHO MARK E. PHILLIPS

MARK E. PHILLIPS, P.L.S. 16670

SOLSTICE CONDOMINIUMS

GALENA ENGINEERING, INC.
HAILEY, IDAHO

1 OF 3
Job No. 7821

A PRELIMINARY PLAT SHOWING

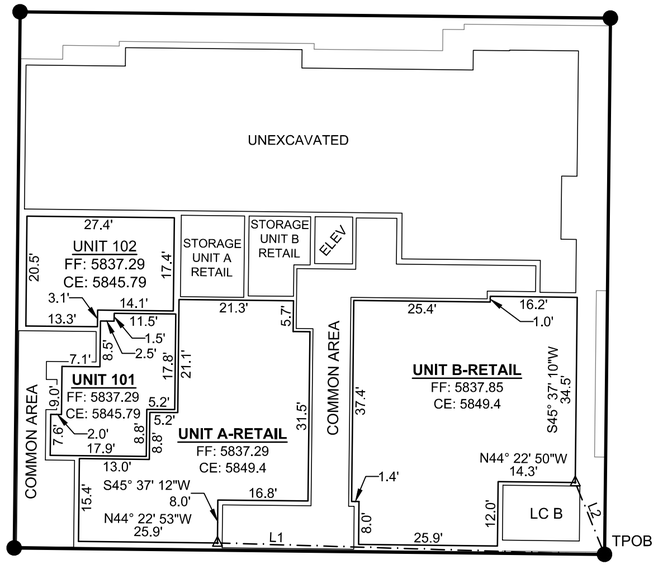
SOLSTICE CONDOMINIUMS

JUNE 2022

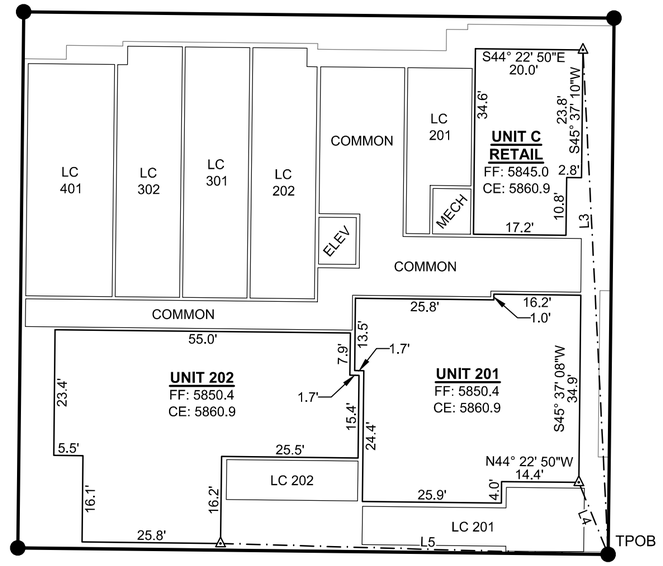
20 10 0 20 40 60

SCALE IN FEET

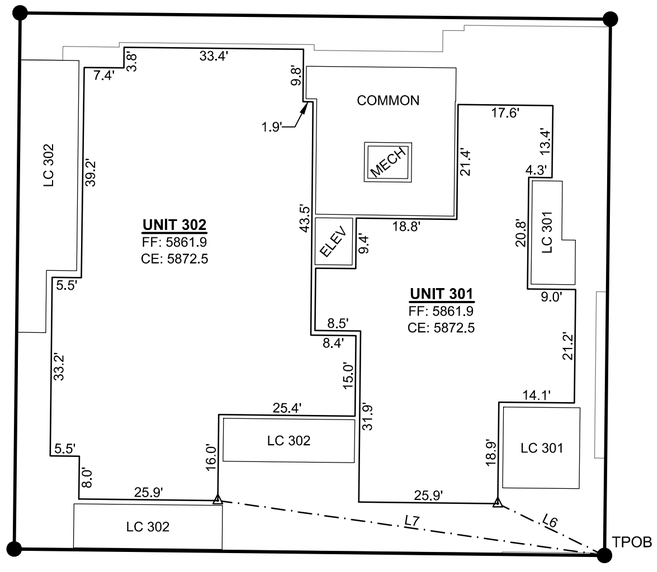
Unit Tie to TPOB			
Line #	Unit	Length	Direction
L1	A-RETAIL	72.2'	N43°18'18"W
L2	B-RETAIL	14.5'	N22°45'42"E
L3	C-RETAIL	94.1'	N42°07'33"E
L4	201	14.5'	N22°46'18"E
L5	202	72.2'	N43°23'18"W
L6	301	22.1'	N19°05'05"W
L7	302	72.8'	N36°54'42"W
L8	401	47.3'	N23°57'39"E



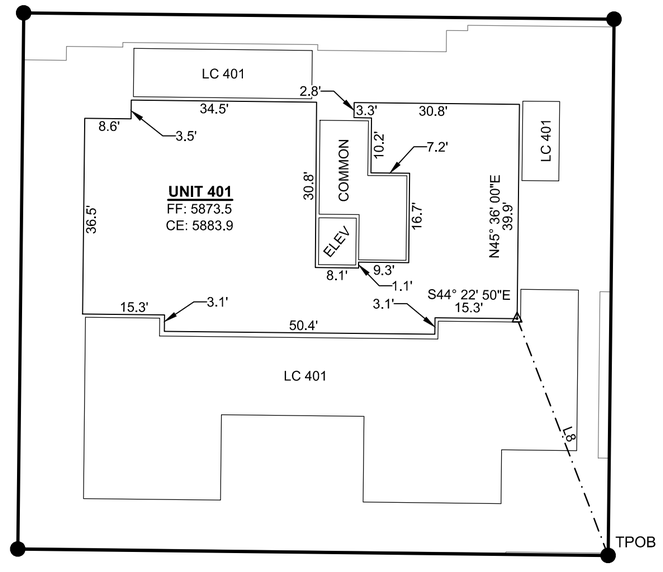
UNITS A–RETAIL AND B–RETAIL (1ST FLOOR)



UNITS 201, 202, & C–RETAIL (2ND FLOOR)



UNITS 301 & 302 (3RD FLOOR)



UNIT 401 (4TH FLOOR)

SCALE: 1" = 20'

PRELIMINARY

PROFESSIONAL LAND SURVEYOR LICENSED 16670 STATE OF IDAHO MARK E. PHILLIPS

MARK E. PHILLIPS, P.L.S. 16670

SOLSTICE CONDOMINIUMS

GALENA ENGINEERING, INC.
HAILEY, IDAHO

2 OF 3
Job No. 7821

NOTE: See Sheet 1 for Legend and Notes.

Attachment G

Zoning and Dimensional Standards Evaluation

4TH & MAIN MIXED-USE DEVELOPMENT
COMPLIANCE WITH ZONING REGULATIONS

17.12.020 – District Use Matrix	Conformance
Zone District: Community Core Subdistrict 1 – Retail Core (CC-1)	YES
Finding: Only pedestrian activated commercial uses like retail shops and restaurants are permitted on the ground-floor along the street frontage within developments in the Retail Core (CC-1) Zone (KMC §17.12.020). The proposed development includes ground-level retail units fronting Main and 4th Streets. The upper levels of the mixed-use building contain five market-rate residential units. Two community housing units are provided on the ground-floor and accessed from a pathway that will connect to the new sidewalk installed along Main Street. Retail and multi-family dwelling units are permitted in the CC-1 Zone pursuant to Ketchum Municipal Code §17.12.020.	

17.12.040 – Dimensional Standards. CC District Matrix	Conformance
Minimum Lot Size	YES
Finding: Required: 5,500 square feet Proposed: 11,000 square feet	

17.12.040 – Dimensional Standards. CC District Matrix	Conformance
Minimum Lot Width	YES
Finding: Required: Minimum lot width of an average of 55 feet is required in the CC-2 zone district. Proposed: Lot 1A is 110 feet wide.	

17.12.040 – Dimensional Standards. CC District Matrix	Conformance
Minimum Building Setbacks	YES
Finding: Required: Front (Main Street/west): 0 feet Side (4th Street/south): 0 feet Side (interior/north): 0 feet Rear (alley/east): 3 feet Setback for 4th Floor: 10 feet	

Non-habitable structures, fixed amenities, solar and mechanical equipment affixed to a roof must be setback 10 feet from all building facades.

Proposed:
Setbacks are indicated on Sheet CD1.0 of the project plans.
Setbacks for Mixed-Use Building
Front (Main Street/west): 0'
Side (4th Street/south): 4’-10’’
Side (interior/north): 0'
Rear (alley/east): 5'-2''

Fourth-Floor Setbacks
Front (Main Street/west): 40'-3''
Side (4th Street/south): 11'-11'' from façade and 16'-11'' from property line.
Side (interior/north): 11'
Rear (alley/east): 11' from façade and 15'-6'' from property line.

Rooftop Structures
The roof plan on Sheet A1.2 of the project plans shows that all roof-mounted electrical and mechanical equipment is setback 10 feet from the fourth-floor building façade.

17.12.040 – Dimensional Standards. CC District Matrix	Conformance
Maximum Building Heights	YES

Permitted: 42 feet

Height of building/CC District: The greatest vertical distance of a building in the community core district measured by determining the average elevation of the front property line and rear property line. Draw a line from the average front or rear elevation up to the maximum building height allowed, and then draw a line at that height parallel to the front or rear property line. The resulting line establishes the highest elevation of the front or rear facade. The front or rear facade shall not extend above this line. Side facades may be stepped up or down to transition from the highest elevation of the front facade height to the highest elevation of the rear facade. One or multiple steps along the side facades are allowed, except no step shall occur within 40 feet of the front elevation or within 35 feet of the rear facade. The City shall establish the elevation points used to calculate the average elevation of the front and rear property lines (see illustration A on file in the office of the City Clerk).

Proposed:
Average Grade Elevation at Front Property Line: 5837.53'
Top of Front Façade Elevation: 5873.5'
Height of Front Façade: 36 feet

Average Grade Elevation at Rear Property Line: 5846.95'

Top of Rear Façade Elevation: 5885'
Height of Parapet Walls Screening Rooftop Mechanical & Electrical Equipment: 2'-7''
Height of Rear Façade: 41 feet

The north-side and 4th Street side elevations on Sheet A2.0 and A2.1 of the project plans show that the side façade steps up to the maximum height permitted at the rear elevation 40'-4'' back from the front property line.

The proposed fourth floor requires must be reviewed and approved by City Council pursuant to Ketchum Municipal Code §17.12.040 Footnote 2.

17.124.040 – Floor Area Ratios and Community Housing	Conformance
An increased FAR may be permitted subject to design review approval, and provided, that all conditions in KMC 17.124.040.B.2 are met.	YES Condition #1

Finding:
Permitted:
Permitted FAR: 1.0
Permitted FAR with Community Housing: 2.25

Proposed:
The FAR calculation is provided on Sheet CD1.1 of the project plans.
Total Gross Floor Area: 24,003 square feet
Lot Area: 10,989 square feet
FAR: 2.19

Community Housing Mitigation Calculation:
Permitted Gross Floor Area (1.0 FAR): 10,989 square feet
Proposed Gross Floor Area: 24,003 square feet
Increase Above Permitted FAR: 13,014 square feet
20% of Increase: 2,603 square feet
Net Livable (15% Reduction): 2,212 square feet
Community Housing Unit 1 Net Livable Floor Area: 458 square feet
Community Housing Unit 2 Net Livable Floor Area: 518 square feet
Total On-Site Community Housing: 976 square feet
Remaining Community Housing: 1,236 square feet
Community Housing In-Lieu Fee Payment: $556,200

The applicant has proposed providing two community housing units on the ground-level of the mixed-use building. The remainder of the community housing contribution will be satisfied by paying the fee in lieu. Pursuant to condition #1, a FAR Exceedance Agreement between the applicant and the City to memorialize the community housing contribution shall be signed and recorded prior to issuance of a building permit for the project.

17.125.030 - Off Street Parking and Loading 17.125.040 – Off Street Parking and Loading Calculations 17.125.050 – Community Core District Off Street Parking and Loading Calculations	Conformance
Pursuant to Ketchum Municipal Code 17.125.020.A1, all new development must comply with the off street vehicle parking requirements.	YES

Permitted:

Required (KMC §17.125.040)

Multi-Family Dwelling Units in CC Zone
Units 750 square feet or less: 0 parking spaces
Units 751 square feet to 2,000 square feet: 1 parking space
Units 2,001 square feet and above: 2 parking spaces

Non-residential: 1 parking space per 1,000 gross square feet (refer to definition of gross floor area with additional exclusion of common and public areas)

Exemptions in CC Zone

- Community housing
- Food service
- The first 5,500 gross square feet of retail trade
- The first 5,500 gross square feet of assembly uses

Project Parking Demand

Main Street Ground Floor
Retail (2,784 gross square feet): first 5,500 square feet retail trade exempt
Community Housing Unit 101 (458 square feet): exempt
Community Housing Unit 102 (518 square feet): exempt

Alley Level Floor
Retail (662 square feet): first 5,500 square feet of retail trade exempt
Residential Unit 201 (1,505 square feet): 1 parking space required
Residential Unit 202 (1,725 square feet): 1 parking space required

Third Floor
Residential Unit 301 (2,277 square feet): 2 parking spaces required
Residential Unit 302 (3,485 square feet): 2 parking spaces required

Fourth Floor
Residential Unit 401 (3,039 square feet): 2 parking spaces required

Total Parking Demand: 8 Parking Spaces

Proposed
The applicant has provided 9 total parking spaces within five private residential garages accessed from the alley. Four of the garages contain two parking spaces arranged in the tandem configuration. One garage provides one parking space.

17.125.060 – Bicycle Parking	Conformance
Ketchum Municipal Code §17.125.060.B: All uses, other than one family dwellings, are required to provide one bicycle rack, able to accommodate at least two bicycles, for every four parking spaces required by the proposed use.	YES

Finding:
Required: 1 bicycle rack, accommodating at least two bicycles, for every four parking spaces required. 2 bike racks accommodating at least two bicycles are required based on the project parking demand.

Proposed: Note 1 on Sheet C1.1 specifies that bike racks accommodating six bicycles have been provided on-site by the building entrance along Main Street.

17.127 – Signage	Conformance
Master Signage Plan for New Construction	YES Condition #6

Finding: The master signage plan for the project is provided on Sheet A3.0. Two signs (approximately 7 square feet each) for the retail units fronting Main Street are proposed to be mounted on the canopy eaves. One "4th & Main" sign for the building (approximately 13 square feet) is proposed to be mounted on the canopy eave in front of the main recessed entrance along Main Street. One retail sign (approximately 7 square feet) for the retail unit fronting 4th Street is proposed to be mounted on the canopy eave. An additional "4th & Main" building sign (approximately 13 square feet) is proposed along the 4th Street façade. Pursuant to condition #6, separate sign permits shall be required for all new signs prior to installation.

17.132 – Dark Skies	Conformance
Compliance with Section 17.132 – Dark Skies.	YES Condition #7

Finding: The proposed exterior lighting fixtures are full cutoff fixtures and comply with Ketchum Municipal Code §17.132.030.H1. The light sources are fully shielded with a maximum color temperature of 2700K and comply with Ketchum Municipal Code §17.132.030.A. The proposed exterior lighting complies with the city's Dark Skies Ordinance.

The project's exterior lighting plan proposes to install recessed downlights within the canopy that will extend 4'-7'' over the new sidewalk along Main Street. Pursuant to Ketchum Municipal Code §17.132.030.I, canopy lighting must be fully shielded and meet light trespass standards. The Light Trespass and Overlighting Matrix (KMC §17.132.030.B1) sets maximum footcandle limits for the acceptable amount of light trespass from the zone of the light source to the impacted zones. The matrix does not set maximum footcandle limits for light trespass emanating from a CC-Zoned property and impacting a CC-Zoned property. Ketchum Municipal Code §17.132.030.I states that, "All canopy lighting shall be recessed sufficiently as to ensure that no light source is visible from or causes glare on public rights-of-way or adjacent property." Condition #7 states that the Applicant shall submit a photometric study that shows the footcandles illuminating the sidewalk from both the proposed canopy lights and streetlights for review and approval by the City Engineer to ensure compliance with the city's standards for lighting within the public right-of-way prior to issuance of a building permit for the project.

Attachment H

Design Review Standards Evaluation

4TH & MAIN MIXED-USE DEVELOPMENT
DESIGN REVIEW STANDARDS ANALYSIS

17.96.060.A.1 - Streets	Conformance
The applicant shall be responsible for all costs associated with providing a connection from an existing City street to their development.	YES Condition #2

Finding: All improvements to the right-of-way and walkways to the right-of-way improvements are at the expense of the applicant.

The project is located at the northeast corner of Main and 4th streets. As shown on Sheet C1.0, the applicant proposes to improve the asphalt roadway adjacent to the property along Main and 4th Street. The private residential garages area accessed from the alley. The applicant will improve the full width of the 20-foot-wide alleyway. The alley apron is proposed to be improved with heated pavers.

Final civil drawings for all associated right-of-way and alley improvements shall be submitted with the building permit application to be verified, reviewed, and approved by the City Engineer and the Streets Department. Final review of all right-of-way improvements to the right-of-way will be completed prior to issuance of a building permit for the project pursuant to condition of approval #2.

17.96.060.A.2 - Streets	Conformance
All street designs shall be approved by the City Engineer.	YES Condition #2

Finding: No new streets or changes to the travel lanes or street designs are proposed with this project. Final civil drawings for all associated right-of-way improvements shall be submitted with the building permit application to be verified, reviewed, and approved by the City Engineer and Streets Department. Final review of all right-of-way improvements to the right-of-way will be completed prior to issuance of a building permit for the project pursuant to condition of approval #2.

17.96.060.B.1 - Sidewalks	Conformance
All projects under subsection 17.96.010.A of this chapter that qualify as a "substantial improvement" shall install sidewalks as required by the Public Works Department.	YES

Finding: Ketchum Municipal Code 17.124.140 outlines the zone districts where sidewalks are required when substantial improvements are made, which include the CC, all tourist zone districts, and all light industrial districts. As the project is within the CC-1 zone district, sidewalks are required and included in the project plans. The applicant has proposed to install new heated, paver sidewalks along Main and 4th Streets.

17.96.060.B.2 - Sidewalks	Conformance
Sidewalk width shall conform to the City's right-of-way standards, however the City Engineer may reduce or increase the sidewalk width and design standard requirements at their discretion.	YES Conditions #2 & #4

Finding: The project plans provided the details of the sidewalks for review by the City Engineer. Preliminary review of the project plans indicates that all city right-of-way standards for width and construction are met. Final review of all improvements to the right-of-way will be completed prior to issuance of a building permit for the project per condition of approval #2.

The applicant has proposed to install a new: (1) 8-foot wide, heated, paver sidewalks within the right-of-way along Main Street and (2) 12-foot wide, heated, paver sidewalk along 4th Street . The applicant has also proposed to construct a new heated paver bulb-out at the intersection of Main and 4th Streets. Final civil drawings for all associated ROW improvements shall be submitted with the building permit application to be verified, reviewed, and approved by the City Engineer and Streets Department. Final review of all improvements to the right-of-way will be completed prior to issuance of a building permit for the project pursuant to condition of approval #2.

The project requires a ROW Encroachment Permit for the pavers and snowmelt system proposed to be installed for the sidewalks along Main and 5th Streets as well as the snowmelt system required to be installed within the Block 5 alleyway. The City Council has the authority to review and approval all permanent encroachments within the public right-of-way associated with a development project pursuant to Ketchum Municipal Code §17.96.030.C. Pursuant to condition #4, the applicant shall submit the ROW Encroachment Application prior to issuance of a building permit for the project for review and approval by the City Council.

17.96.060.B.3 - Sidewalks	Conformance
Sidewalks may be waived if one of the following criteria is met: *a) The project comprises an addition of less than 250 square feet of conditioned space.* b) *The City Engineer finds that sidewalks are not necessary because of existing geographic limitations, pedestrian traffic on the street does not warrant a sidewalk, or if a sidewalk would not be beneficial to the general welfare and safety of the public.*	N/A

Finding: Sidewalks are required for the project. The applicant has not requested, nor has the City Engineer granted, a waiver to the sidewalk requirement for the project.

17.96.060.B.4 - Sidewalks	Conformance
The length of sidewalk improvements constructed shall be equal to the length of the subject property line(s) adjacent to any public street or private street.	YES
Finding: As shown on Sheet C1.1 of the project plans, the proposed sidewalk improvements are equal to the length of the property's street frontages along Main and 4th streets.	

17.96.060.B.5 – Sidewalks	Conformance
New sidewalks shall be planned to provide pedestrian connections to any existing or future sidewalks adjacent to the site. In addition, sidewalks shall be constructed to provide safe pedestrian access to and around a building.	YES Condition #5
Finding: Sidewalks exist to the north and south of the subject property. The new heated, paver sidewalk along Main Street will connect to the new sidewalk to the north that will be installed for the adjacent development located at 460 N Main Street. A heated, paver alley apron has been proposed that will connect the new sidewalk along 4th Street to the existing sidewalk to the east. Pursuant to condition #5, the existing utility risers located at the northeast corner of the subject property by the alley shall be relocated so that the full unobstructed width of the proposed paver pathway bordering the alley will connect to the new pathway that will be installed for the adjacent mixed-use development currently under construction to the north.	

17.96.060.B.6 - Sidewalks	Conformance
The City may approve and accept voluntary cash contributions in lieu of the above described improvements, which contributions must be segregated by the City and not used for any purpose other than the provision of these improvements. The contribution amount shall be 110 percent of the estimated costs of concrete sidewalk and drainage improvements provided by a qualified contractor, plus associated engineering costs, as approved by the City Engineer. Any approved in lieu contribution shall be paid before the City issues a certificate of occupancy.	N/A
Finding: The applicant has not requested relief from the requirement to construct sidewalks nor has the City granted any such request.	

17.96.060.C.1 - Drainage	Conformance
All stormwater shall be retained on site.	YES Condition #2
Finding: The drainage improvements are shown on Sheet C1.0 and C0.2. The project proposes to install a drywell that connects to the roof and foundation drainage system. New curbs and gutters will be provided along the length of the pathway bordering the alley as well as the new sidewalks along Main and 4th streets. All storm water shall be retained on site, including water	

from roof drains. All roof drain locations must be shown on the project plans submitted with the building permit application for final review and approval by the City Engineer

Pursuant to condition #2, the applicant shall submit final civil drawings for all drainage improvements with the building permit application to be verified, reviewed, and approved by the City Engineer and Streets Department. The final project plans submitted with the building permit application must specify the location of all roof drains.

17.96.060.C.2 - Drainage	Conformance
Drainage improvements constructed shall be equal to the length of the subject property lines adjacent to any public street or private street.	YES Condition #2

Finding:
See above analysis for Ketchum Municipal Code §17.96.060.C1. All drainage improvements are required to be constructed City standards. As shown on Sheet C1.0, all stormwater is retained on-site. The project proposes to construct drainage improvements along the length of the subject property, including curb and gutter, along Main Street, 4th Street, and the alley. Pursuant to condition #2, the applicant shall submit final civil drawings for all drainage improvements with the building permit application to be verified, reviewed, and approved by the City Engineer and Streets Department.

17.96.060.C.3 - Drainage	Conformance
The City Engineer may require additional drainage improvements as necessary, depending on the unique characteristics of a site.	YES Condition #2

Finding: The City Engineer will determine if the drainage improvements are sufficient after reviewing the final civil drawings submitted with the building permit application. The City Engineer may require additional drainage improvements if necessary. Pursuant to condition #2, the applicant shall submit final civil drawings for all drainage improvements with the building permit application to be verified, reviewed, and approved by the City Engineer and Streets Department.

17.96.060.C.4 - Drainage	Conformance
Drainage facilities shall be constructed per City standards.	YES Condition #2

Finding:
Based on review of the project plans by the City Engineer during department review, all drainage facilities meet city standards. Final design of drainage facilities will be reviewed and approved by the City Engineer prior to issuance of a building permit per condition #2.

17.96.060.D.1 - Utilities	Conformance
All utilities necessary for the development shall be improved and installed at the sole expense of the applicant.	YES
Finding: All project costs associated with the development, including the installation of utilities, are the responsibility of the applicant. The applicant has not made requests for funding to the City for utility improvements. No funds have been provided by the City for the project.	

17.96.060.D.2 - Utilities	Conformance
Utilities shall be located underground and utility, power, and communication lines within the development site shall be concealed from public view.	YES Conditions #2 & #3
Finding: Sheet C1.0 shows that existing gas, electricity, and cable infrastructure is located underground within the alley. Pursuant to condition #2, the applicant shall submit final civil drawings for all drainage improvements with the building permit application to be verified, reviewed, and approved by the City Engineer, Streets Department, and Utilities Department. Idaho Power has provided a letter dated September 30th, 2022 stating that: "This project can be served from the planned installation of a three phase 120/208 transformer to be installed 70' north in the public right-of-way and to be shared by the 5th and Main Street project currently under construction." Pursuant to condition #3, the electric and gas service line connections and meters must be specified on the utility plan submitted with the building permit application. The electric and gas meters shall be fully screened from public view. The proposed screening must be compatible with the overall building design and specified on the project plans to be reviewed and approved by planning staff to ensure compliance with Ketchum Municipal Code §17.96.070.C2.	

17.96.060.D.3 - Utilities	Conformance
When extension of utilities is necessary all developers will be required to pay for and install two-inch SDR11 fiber optical conduit. The placement and construction of the fiber optical conduit shall be done in accordance with City of Ketchum standards and at the discretion of the City Engineer.	N/A
Finding: The location of the subject property is already served by fiber optic cable and therefore no conduit is required in this location.	

17.96.060.E.1 – Compatibility of Design	Conformance
The project's materials, colors and signing shall be complementary with the townscape, surrounding neighborhoods and adjoining structures.	YES

Finding: This contextual infill development embraces Ketchum's history to inform its design. The project utilizes exterior materials that are consistent with Ketchum's local vernacular architecture, including brick, wood, glass, and steel. The transparent glass windows and doors are balanced with solid brick, steel, and wood. The ground-level canopies and upper-level roof projections are comprised dark-bronze-painted metal. Dark-bronze metal cladding and dividers add decorative details to the glass windows and doors. The use of brick on the first two floors provides a visually solid base anchoring the building to the project site. Brick detailing forms a cap at the top of the first and second levels to visually distinguishing the floors of the building. As noted in the project narrative, the applicant studied existing building downtown to inform the project design. The arched windows and brick detailing characterize historic buildings downtown, including the Cornerstone and Rocky Mountain Hardware buildings.

The project's proposed materials are compatible with neighboring buildings and the surrounding downtown area. The Wells Fargo Bank building to the west across Main Street is comprised of brick and wood panels and a gable-roof with pre-finished bronze colored steel. The exterior materials on the Jones Building located at southwest corner of Main and 4th streets include brick, precast concrete and concrete banding, synthetic stucco, and fabric awnings. Sturtevants across 4th Street to the south of the subject property includes brick and cedar siding.

The project's exterior materials complement neighboring buildings and are compatible with the surrounding built environment in downtown Ketchum.

17.96.060.E.2 – Compatibility of Design	Conformance
Preservation of significant landmarks shall be encouraged and protected, where applicable. A significant landmark is one which gives historical and/or cultural importance to the neighborhood and/or community.	N/A

Finding: The vacant parcel was the home of Irving's Red Hots and is commonly referred to as Hot Dog Hill. The subject property is not listed as a historical or cultural landmark on the City of Ketchum's Historical Building/Site List, therefore this standard does not apply.

17.96.060.E.3 – Compatibility of Design	Conformance
Additions to existing buildings, built prior to 1940, shall be complementary in design and use similar material and finishes of the building being added to.	N/A

Finding: This standard does not apply as the subject property is vacant and undeveloped.

17.96.060.F.1 – Architectural	Conformance
Building(s) shall provide unobstructed pedestrian access to the nearest sidewalk and the entryway shall be clearly defined.	YES
Finding: The primary building entrance along is recessed 8.5 feet from the front property line along Main Street. The entrance is further defined by the projecting metal canopy that extends 4'-7'' over the sidewalk along Main Street. The erosion of mass at the street corner softens the edge the building and helps define the entrance to the retail unit. The entrances to the residential lobby and retail unit along 4th Street are defined by projecting metal canopies. The floor-to-ceiling height of the ground-level commercial space along Main Street is 12.5 feet. The floor-to-ceiling height of the 4th Street retail unit is 18.5 feet. These predominant ground-level ceiling heights further emphasize the building entrances. The landscape planters frame the entrances, which soften the building and create a welcoming environment for pedestrians.	

17.96.060.F.2 – Architectural	Conformance
The building character shall be clearly defined by use of architectural features.	YES
Finding: Features of the proposed design, including the brick detailing and arched windows, celebrate the character-defining elements of Ketchum's historic buildings. Brick detailing provided at the cornices and the arched- and rectangular- window casings provide texture and visual interest that animate the façade. The heaviness and length of the metal canopies provide a strong horizontal element that both helps to distinguish the ground-level commercial space and provides relief from the height of the building. The steel arms supporting flat roof projections add detail that further defines the metal canopies at the ground-level. Horizontal dark-bronze metal banding define the second-level roof termination at the building corner and the recessed building entrance along Main Street. The use of the solid and durable brick material at the lower levels grounds the building. The lighter horizontal wood siding material at the upper levels helps relieve the visual appearance of building height.	

17.96.060.F.3 – Architectural	Conformance
There shall be continuity of materials, colors and signing within the project.	YES
Finding: The project uses brick veneer, bronze-painted metal, wood, and glass along all facades of the building. The different shapes, sizes, and placement as well as the detailing of these exterior materials add variety and animates each facade. The building and retail signage is integrated into the project design. The signs further define the retail storefronts.	

17.96.060.F.4 – Architectural	Conformance
Accessory structures, fences, walls and landscape features within the project shall match or complement the principal building.	YES
Finding: No accessory structures are proposed; however, the project contains landscape planters along Main and 4th streets. While buildings may be built to front and street-side	

property lines in the CC-1 Zone, the applicant has setback the building approximately 5 feet along 4th Street. Concrete landscape planters have been provided within the setback area creating a buffer from the building and the sidewalk. The integration of landscape planters enhance the quality of the pedestrian experience along 4th Street.

17.96.060.F.5 – Architectural	Conformance
Building walls shall provide undulation/relief, thus reducing the appearance of bulk and flatness.	YES
Finding: The building mass modulates through recessions, projections, and other changes in the façade plane to reduce the appearance of building bulk and flatness. The erosion of mass at the corner softens the building edge and adds a human scale to provide a more pedestrian-friendly experience. The applicant has sculpted the building mass to form one-, two-, and three- story elements along Main and 4th Streets. The primary building entrance at the ground-level along Main Street is recessed and setback 8.5 feet from the front property line. The upper levels above this recessed entrance area are each setback from the façade below—the second floor is setback approximately 8 feet from the ground-level façade and the third floor is setback approximately 8 feet from the second-level façade. The walls on either side of the recessed entrance are built to the property line along Main Street. The length of these facades built to the front property line are each approximately 27 feet. The building mass has been sculpted on both sides of the recessed entrance along Main Street through horizontal floor setbacks to form one- and two-story elements. The mass to north of the recessed entrance is setback 10 feet at the third level creating a two-story element that is approximately 25 feet tall. The mass to the south of the recessed entrance is setback 8.5 feet at the second level creating a one-story element that is approximately 12.5 feet tall. A majority of third floor is setback from the lower-level façade along 4th Street. This change in the façade plane forms two-story elements at the 4th Street frontage that add a human scale and enhance the pedestrian experience. The 4th Street frontage includes only one three-story element that is approximately 22 feet long and 30 feet tall.	

17.96.060.F.6 – Architectural	Conformance
Building(s) shall orient toward their primary street frontage.	YES
Finding: The project will consolidate two lots that were created by Ketchum's original Townsite plat and are part of the downtown grid system. Ketchum Townsite lots orient towards avenues that run north to south. The project continues the traditional lot and block pattern by orienting the building towards the primary street frontage along Main Street.	

17.96.060.F.7 – Architectural	Conformance
Garbage storage areas and satellite receivers shall be screened from public view and located off alleys.	YES

Finding: As shown on Sheet A1.0 of the project plans, the garbage disposal room within the rear of building by the alley and fully screened from public view. Clear Creek Disposal has provided a letter dated March 10th, 2022 stating that they can adequately serve the development. The dumpster within the garbage disposal room will be installed on a glider system. Clear Creek Disposal will access the dumpster glider from the alley.

17.96.060.F.8 – Architectural	Conformance
Building design shall include weather protection which prevents water to drip or snow to slide on areas where pedestrians gather and circulate or onto adjacent properties.	YES
Finding: The metal canopies provided at the ground-level provide weather protection at the building entrances along Main and 4th streets. The ground-floor setback at the street corner is covered by the second-level terrace above, which will provide weather protection for pedestrians gathering and circulating in this area.	

17.96.060.G.1 – Circulation Design	Conformance
Pedestrian, equestrian and bicycle access shall be located to connect with existing and anticipated easements and pathways.	YES Condition #5
Finding: As indicated on Sheet C1.1, the new 8-foot-wide sidewalk along Main Street has been designed to connect to the new sidewalks that will be installed for the 460 N Main mixed-use development currently under construction to the north. A heated paver apron has been provided at end of the alley to connect to the new 12-foot-sidewalks installed along 4th Street to the existing paver sidewalks to the east. Pursuant to condition #5, the existing utility risers located at the northeast corner of the subject property by the alley shall be relocated so that the full unobstructed width of the proposed paver pathway bordering the alley will connect to the new pathway that will be installed for the adjacent mixed-use development currently under construction to the north.	

17.96.060.G.2 – Circulation Design	Conformance
Awnings extending over public sidewalks shall extend five feet or more across the public sidewalk but shall not extend within two feet of parking or travel lanes within the right-of-way.	YES Condition #4
Finding: The metal canopy extends 4'-7'' over the sidewalk along Main Street. The canopy overhang is setback over 3.5 feet from the parking and travel lanes along Main Street. Pursuant to condition #4, a Right-of-Way Encroachment Agreement must be review and approved by the City Council, signed, and recorded prior to issuance of a building permit for the project.	

17.96.060.G.3 – Circulation Design	Conformance
Traffic shall flow safely within the project and onto adjacent streets. Traffic includes vehicle, bicycle, pedestrian and equestrian use. Consideration shall be given to adequate sight distances and proper signage.	YES Condition #5
Finding: Vehicle access to the project is provided along Main Street, 4th Street, and the alley. The off-street surface parking area is accessed from the alley. The proposed alley access will allow traffic to flow safely within the project and onto 4th Street. Bicycle and pedestrian traffic is provided at multiple building entrances along Main and 4th streets. Pursuant to condition #5, the existing utility risers located at the northeast corner of the subject property by the alley shall be relocated so that the full unobstructed width of the proposed paver pathway bordering the alley will connect to the new pathway that will be installed for the adjacent mixed-use development currently under construction to the north.	

17.96.060.G.4 – Circulation Design	Conformance
Curb cuts and driveway entrances shall be no closer than 20 feet to the nearest intersection of two or more streets, as measured along the property line adjacent to the right-of-way. Due to site conditions or current/projected traffic levels or speed, the City Engineer may increase the minimum distance requirements.	N/A
Finding: The subject property is a corner lot with street frontage along both Main and 4th streets. No curb cuts or driveway entrances are proposed along Main Street or 4th Street. The parking garages are accessed from the alley.	

17.96.060.G.5 – Circulation Design	Conformance
Unobstructed access shall be provided for emergency vehicles, snowplows, garbage trucks and similar service vehicles to all necessary locations within the proposed project.	YES
Finding: Unobstructed access for emergency vehicles, snowplows, garbage trucks, and similar service vehicles is provided to the project from Main Street, 4th Street, and the alley.	

17.96.060.H.1 – Snow Storage	Conformance
Snow storage areas shall not be less than 30 percent of the improved parking and pedestrian circulation areas.	N/A
Finding: Sheet C1.1 indicates that the new sidewalks, curb, and gutter along Main and 4th streets will include a snowmelt system. Note C03 specifies that the paver pathway bordering the alley as well as the paver apron in the alley right-of-way will be heated. All improved parking and pedestrian circulation areas are heated, which is permitted as an alternative to providing on-site snow storage areas by Ketchum Municipal Code §17.96.060.H4.	

17.96.060.H.2 – Snow Storage	Conformance
Snow storage areas shall be provided on site.	N/A
Finding: The applicant has proposed to snowmelt all parking and pedestrian circulation areas, which is permitted as an alternative to providing on-site snow storage area by Ketchum Municipal Code §17.96.060.H4.	

17.96.060.H.3 – Snow Storage	Conformance
A designated snow storage area shall not have any dimension less than five feet and shall be a minimum of 25 square feet.	N/A
Finding: N/A as no snow storage areas have been provided on-site. The applicant has proposed snowmelt in lieu of providing any snow storage areas on site.	

17.96.060.H.4 – Snow Storage	Conformance
In lieu of providing snow storage areas, snowmelt and hauling of snow may be allowed.	YES Condition #4
Finding: All improved hardscape areas are proposed to be heated with a snowmelt system instead of providing snow storage areas on site. The project requires a ROW Encroachment Permit for the pavers and snowmelt system proposed to be installed for the sidewalks along Main and 5th Streets as well as the snowmelt system required to be installed within the Block 5 alleyway. Pursuant to condition #4, the applicant shall submit the ROW Encroachment Application prior to issuance of a building permit for the project for review and approval by the City Council.	

17.96.060.I.1 – Landscaping	Conformance
Landscaping is required for all projects.	YES
Finding: Landscaping has been provided for the project as indicated on the sheets titled Landscape Plan Level 01 & 02 and Landscape Plan Level 04.	

17.96.060.I.2 – Landscaping	Conformance
Landscape materials and vegetation types specified shall be readily adaptable to a site's microclimate, soil conditions, orientation and aspect, and shall serve to enhance and complement the neighborhood and townscape.	YES
Finding: The landscape plan vegetation types include Autumn Blaze Maple street trees, Tor Birchleaf Spirea, Goldflame Spirea, and Blue Oat Grass. Similar vegetation types will be installed for the adjacent mixed-use development currently under construction to the north. The landscaping will complement the surrounding neighborhood and beautify the streetscape.	

Concrete landscape planters have been provided within the setback areas at the ground level creating a buffer from the building and the sidewalk. The integration of landscape planters enhance the quality of the pedestrian experience along 4th Street. The landscape planters frame the building entrances.

The landscape plan shall be readily adaptable to the site's microclimate, soil conditions, orientation, and aspect.

17.96.060.I.3 – Landscaping	Conformance
All trees, shrubs, grasses and perennials shall be drought tolerant. Native species are recommended but not required.	YES
Finding: The autumn blaze maple tree is often used as a street tree as it provides visual interest in the fall. Although not native to the region, the maple tree and tall grasses proposed are considered to have a high drought tolerance. All trees, shrubs, grasses, and perennials shall be drought tolerant. Native species are recommended.	

17.96.060.I.4 – Landscaping	Conformance
Landscaping shall provide a substantial buffer between land uses, including, but not limited to, structures, streets and parking lots. The development of landscaped public courtyards, including trees and shrubs where appropriate, shall be encouraged.	YES
Finding: The subject property is surrounded by compatible uses within the Community Core Zone. The vegetation will enhance the pedestrian-friendly streetscape.	

17.96.060.J.1 – Public Amenities	Conformance
Where sidewalks are required, pedestrian amenities shall be installed. Amenities may include, but are not limited to, benches and other seating, kiosks, bus shelters, trash receptacles, restrooms, fountains, art, etc. All public amenities shall receive approval from the Public Works Department prior to design review approval from the Commission.	YES
Finding: The project's pedestrian amenities including retaining and protecting the City's existing art pedestal and street tree planters along the 4th Street sidewalk and a bicycle rack for public use. In the project narrative, the applicant states: "With over 3,100 square feet of activated sidewalk, this project will provide the only safe, uninterrupted, and fully ADA compliant access to Main Street on the block as it stretches up the hill. The heated sidewalk wraps the corner with covered awnings, five trees for natural screening and shad, planter boxes with native plantings, multiple sitting space for up to 16 seats, 8 bicycle parking stalls, and a designated art pedestal."	

17.96.060.K.1 – Underground Encroachments	Conformance
Encroachments of below grade structures into required setbacks are subject to subsection 17.128.020.K of this title and shall not conflict with any applicable easements, existing underground structures, sensitive ecological areas, soil stability, drainage, other sections of this Code or other regulating codes such as adopted International Code Council Codes, or other site features concerning health, safety, and welfare.	N/A
Finding: N/A	

17.96.060.K.2 – Underground Encroachments	Conformance
No below grade structure shall be permitted to encroach into the riparian setback.	N/A
Finding: N/A	

FINDINGS REGARDING DESIGN REVIEW STANDARDS – COMMUNITY CORE

17.96.070.A.1 – Streets	Conformance
Street trees, streetlights, street furnishings, and all other street improvements shall be installed or constructed as determined by the Public Works Department.	YES Conditions #2 & #4
Finding: The placement of all street trees and streetlights require final review and approval by the City Engineer and Streets Department. Adequate clearance must be provided around all obstacles within the right-of-way, including street trees, grates, and lights. Final drawings prepared by an Idaho-licensed engineer for all associated right-of-way improvements shall be submitted with the building permit application to be verified, reviewed, and approved by the City Engineer and Streets Department pursuant to condition #2. Final review of all improvements to the right-of-way will be completed prior to issuance of a building permit for the project. The project requires a ROW Encroachment Permit for the pavers and snowmelt system proposed to be installed for the sidewalks along Main and 4th Streets as well as the heated paver apron within the alley right-of-way. Pursuant to condition #4, the applicant shall submit the ROW Encroachment Application prior to issuance of a building permit for the project for review and approval by the City Council.	

17.96.070.A.2 – Streets	Conformance
Street trees with a minimum caliper size of three inches, shall be placed in tree grates.	YES
Finding: The landscape plan, Sheet C1.1, and Sheet C0.2 show that the new street tree installed along the Main Street sidewalk will have a minimum caliper size of 3 inches and will be placed in a tree grate per City right-of-way standards.	

17.96.070.A.3 – Streets	Conformance
Due to site constraints, the requirements of this subsection A may be modified by the Public Works Department.	N/A
Finding: Preliminary plans submitted with Design Review are reviewed by the City Engineer and Streets Department in concept only. Final drawings prepared by an Idaho-licensed engineer for all associated right-of-way improvements shall be submitted with the building permit application to be verified, reviewed, and approved by the City Engineer and Streets Department pursuant to condition #2. Final review of all improvements to the right-of-way will be completed prior to issuance of a building permit for the project. Modification to the requirements of Ketchum Municipal Code §17.96.070.A may be recommended by the City Engineer and Streets Department following review of the civil final drawings submitted with the building permit application. No modifications to these requirements have been recommended by the City Engineer or Streets Department at this time.	

17.96.070.B.1 - Architectural	Conformance
Facades facing a street or alley or located more than five feet from an interior side property line shall be designed with both solid surfaces and window openings to avoid the creation of blank walls and employ similar architectural elements, materials, and colors as the front facade.	YES
Finding: All four facades facing Main Street, 4th Street, the alley, interior side are design with both solid surfaces and window openings to avoid the creation of blank walls. The project uses brick veneer, bronze-painted metal, wood, and glass along all facades of the building.	

17.96.070.B.2 - Architectural	Conformance
For nonresidential portions of buildings, front building facades and facades fronting a pedestrian walkway shall be designed with ground floor storefront windows and doors with clear transparent glass. Landscaping planters shall be incorporated into facades fronting pedestrian walkways.	N/A
Finding: The ground-level building facades fronting Main and 4th streets include large storefront windows and glass doors. This ground-floor transparency creates an active, inviting, and pedestrian-friendly streetscape. transparent streetscape. While buildings may be built to front and street-side property lines in the CC-1 Zone, the applicant has setback the building approximately 5 feet along 4th Street. Concrete landscape planters have been provided within the setback area creating a buffer from the building and the sidewalk. The integration of landscape planters enhance the quality of the pedestrian experience along 4th Street.	

17.96.070.B.3 - Architectural	Conformance
For nonresidential portions of buildings, front facades shall be designed to not obscure views into windows.	N/A
Finding: See above analysis for Ketchum Municipal Code §17.96.070.B2. The front and street side facades include significant fenestration and do not obscure views into the windows of the	

retail units. The floor-to-ceiling height of the ground-level commercial space along Main Street is 12.5 feet. The floor-to-ceiling height of the 4th Street retail unit is 17 feet. While landscape planters border the setback areas along Main and 4th Streets, the predominant ground-level ceiling heights ensure that views into the storefront windows will not be obscured as the vegetation grows to maturity.

17.96.070.B.4 - Architectural	Conformance
Roofing forms and materials shall be compatible with the overall style and character of the structure. Reflective materials are prohibited.	YES
Finding: The roof form and material is compatible with the overall style of the building. The roof form is flat and complement the project's horizontal elements, including the ground-level metal canopies and the wood siding. No reflective materials are proposed.	

17.96.070.B.5 - Architectural	Conformance
All pitched roofs shall be designed to sufficiently hold all snow with snow clips, gutters, and downspouts.	N/A
Finding: The project does not include pitched roofs.	

17.96.070.B.6 - Architectural	Conformance
Roof overhangs shall not extend more than three feet over a public sidewalk. Roof overhangs that extend over the public sidewalk shall be approved by the Public Works Department.	YES Condition #4
Finding: The ground-level canopy extends 4'-7'' over the front property line along Main Street. Pursuant to condition of approval #4, the ROW Encroachment Agreement for all encroachments in the right-of-way, including the sidewalk pavers and snowmelt system and canopy overhang, must be approved by City Council prior to issuance of a building permit for the project.	

17.96.070.B.7 - Architectural	Conformance
Front porches and stoops shall not be enclosed on the ground floor by permanent or temporary walls, windows, window screens, or plastic or fabric materials.	N/A
Finding: The project does not include front porches or stoops on the front façade of the building.	

17.96.070.C.1 – Service Areas and Mechanical/Electrical Equipment	Conformance
Trash disposal areas and shipping and receiving areas shall be located within parking garages or to the rear of buildings. Trash disposal areas shall not be located within the public right-of-way and shall be screened from public views.	YES
Finding: As shown on Sheet A1.0 of the project plans, the garbage disposal room within the rear of building by the alley and fully screened from public view. Clear Creek Disposal has provided a letter dated March 10th, 2022 stating that they can adequately serve the development. The dumpster within the garbage disposal room will be installed on a glider system. Clear Creek Disposal will access the dumpster glider from the alley.	

17.96.070.C.2 – Service Areas and Mechanical/Electrical Equipment	Conformance
Roof and ground mounted mechanical and electrical equipment shall be fully screened from public view. Screening shall be compatible with the overall building design.	YES Condition #3
Finding: The new transformer to serve the project will be installed at the north end of the alley and screened from public view by existing retaining walls. Idaho Power has provided a letter dated September 30th, 2022 stating that: "This project can be served from the planned installation of a three phase 120/208 transformer to be installed 70' north in the public right-of-way and to be shared by the 5th and Main Street project currently under construction." Pursuant to condition #3, the electric and gas service line connections and meters must be specified on the utility plan submitted with the building permit application. The electric and gas meters shall be fully screened from public view. The proposed screening must be compatible with the overall building design and specified on the project plans to be reviewed and approved by planning staff to ensure compliance with Ketchum Municipal Code §17.96.070.C2. The roof-mounted electrical equipment will be screened from public view with parapet walls.	

17.96.070.D.1 - Landscaping	Conformance
When a healthy and mature tree is removed from a site, it shall be replaced with a new tree. Replacement trees may occur on or off site.	YES
Finding: The landscape plan indicates 2 existing deciduous trees are proposed to be removed from the site. These trees will be replaced with an Autumn Blaze Maple street tree installed along the Main Street sidewalk and a flowering crabapple tree installed within a planter along 4th Street.	

17.96.070.D.2 - Landscaping	Conformance
Trees that are placed within a courtyard, plaza, or pedestrian walkway shall be placed within tree wells that are covered by tree grates.	YES

Finding: The landscape plan, Sheet C1.1, and Sheet C0.2 show that the new street tree installed along the Main Street sidewalk will have a minimum caliper size of 3 inches and will be placed in a tree grate per City right-of-way standards.

17.96.070.D.3 - Landscaping	Conformance
The City arborist shall approve all parking lot and replacement trees.	YES
Finding: The City Arborist has approved the replacement trees.	

17.96.070.E.1 – Surface Parking Lots	Conformance
Surface parking lots shall be accessed from off the alley and shall be fully screened from the street.	N/A
Finding: N/A. No surface parking lot is proposed.	

17.96.070.E.2 – Surface Parking Lots	Conformance
Surface parking lots shall incorporate at least one tree and one additional tree per ten on site parking spaces. Trees shall be planted in landscaped planters, tree wells and/or diamond shaped planter boxes located between parking rows. Planter boxes shall be designed so as not to impair vision or site distance of the traveling public.	N/A
Finding: N/A. The project does not include a surface parking lot. On-site parking is provided within the enclosed garages accessed from alley.	

17.96.070.E.3 – Surface Parking Lots	Conformance
Ground cover, low lying shrubs, and trees shall be planted within the planters and planter boxes. Tree grates or landscaping may be used in tree wells located within pedestrian walkways.	N/A
Finding: N/A as no surface parking lots are proposed for the project.	

17.96.070.F.1 – Bicycle Parking	Conformance
One bicycle rack, able to accommodate at least two bicycles, shall be provided for every four parking spaces as required by the proposed use. At a minimum, one bicycle rack shall be required per development.	YES
Finding: Two bike racks accommodating at least two bicycles are required to be provided for the project. Sheet C1.1 indicates that a bike rack accommodating 6 bicycles is provided by the primary building entrance along Main Street.	

17.96.070.F.2 – Bicycle Parking	Conformance
When the calculation of the required number of bicycle racks called for in this section results in a fractional number, a fraction equal to or greater than one-half shall be adjusted to the next highest whole number.	YES
Finding: 8 parking spaces are required to be provided on-site to satisfy the project's parking demand and 2 bike racks are required.	

17.96.070.F.3 – Bicycle Parking	Conformance
Bicycle racks shall be clearly visible from the building entrance they serve and not mounted less than 50 feet from said entrance or as close as the nearest non-ADA parking space, whichever is closest. Bicycle racks shall be located to achieve unobstructed access from the public right-of-way and not in areas requiring access via stairways or other major obstacles.	YES
Finding: Sheet C1.1 indicates that a bike rack that can accommodate 6 bicycles is provided on site by the primary building entrance along Main Street.	

Attachment I

Lot Consolidation Preliminary Plat: Subdivision Standards Analysis

City of Ketchum
Planning & Building

4TH & MAIN MIXED-USE DEVELOPMENT
LOT CONSOLIDATION PRELIMINARY PLAT STANDARDS ANALYSIS

Preliminary Plat Requirements (Ketchum Municipal Code §16.04.030)				
Compliant				
Yes	No	N/A	City Code	City Standards
☒	☐	☐	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.
			Findings	*The City of Ketchum Planning and Building Department received the subdivision application and all applicable application materials on July 20, 2022.*
☒	☐	☐	16.04.030.J	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.
			Findings	*The subdivision application was deemed complete on November 30, 2022.*
☒	☐	☐	16.04.030.J.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.
			Findings	*This standard is met as shown on Sheet 1 of the preliminary plat.*
☒	☐	☐	16.04.030.J.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.
			Findings	*As shown on Sheet 1 of the preliminary plat, the plat is titled "Lot 1A, Block 5, Ketchum Townsite" which is not the same as any other subdivision in Blaine County, Idaho.*
☒	☐	☐	16.04.030.J.3	The name and address of the owner of record, the subdivider, and the engineer, surveyor, or other person preparing the plat.
			Findings	*The name of the owner and surveyor is shown on Sheet 1 of the plat. The plat was prepared by Mark E. Phillips of Galena Engineering.*
☒	☐	☐	16.04.030.J.4	Legal description of the area platted.
			Findings	*The legal description of the area platted is shown on page 1 of the preliminary plat.*
☒	☐	☐	16.04.030.J.5	The names and the intersecting boundary lines of adjoining subdivisions and parcels of property.
			Findings	*The preliminary plat shows adjacent lots 3 and 4 located within block 5 of the Ketchum Townsite.*
☒	☐	☐	16.04.030.J.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.

			Findings	*Existing site conditions, including topography, are included on the project plans submitted with Design Review Application File No. P22-043.*
☒	☐	☐	16.04.030.J.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.
			Findings	*Sheet 1 of the preliminary plat shows the location of the adjacent streets and block 5 alley. The property does not contain any public or private easements. The property is currently vacant.*
☒	☐	☐	16.04.030.J.8	Boundary description and the area of the tract.
			Findings	*Sheet 1 provides the boundary description of the area. The total area of Lot 1A is 10,989 as noted on the preliminary plat map.*
☒	☐	☐	16.04.030.J.9	Existing zoning of the tract.
			Findings	*Plat note #2 on Sheet 1 of the preliminary plat specifies the existing zoning of the subject property.*
☒	☐	☐	16.04.030.J.10	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.
			Findings	*The preliminary plat shows the location and property lines for consolidated Lot 1A. No new streets or blocks are being proposed with this application.*
☐	☐	☒	16.04.030.J.11	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.
			Findings	*This standard is not applicable as there is no requirement or proposal for land dedicated to public use. The condominium subdivision preliminary plat for the project shows the land that will be dedicated for common use of all future property owners.*
☐	☐	☒	16.04.030.J.12	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.
			Findings	*This standard does not apply as this preliminary plat proposes to consolidate two existing lots within the original Ketchum Townsite. No utility, drainage, or right-of-way improvements are proposed or required for the lot consolidation preliminary plat application. Sheets C0.1, C0.2, C0.9, and C1.0 of the project plans submitted with Design Review Application File No. P22-043 show the proposed utility, drainage, or right-of-way improvements proposed for the project.*
☐	☐	☒	16.04.030.J.13	The direction of drainage, flow and approximate grade of all streets.
			Findings	*This standard does not apply as no new streets are proposed.*
☐	☐	☒	16.04.030.J.14	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.
			Findings	*This standard does not apply as no new drainage canals or structures are proposed.*
☐	☐	☒	16.04.030.J.15	All percolation tests and/or exploratory pit excavations required by state health authorities.
			Findings	*This standard does not apply as no additional tests are required.*
☐	☐	☒	16.04.030.J.16	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.
			Findings	*This standard does not apply to the subdivision application for the lot consolidation. The applicant has provided a draft copy of the articles of incorporation, bylaws, and declarations with the condominium subdivision preliminary plat application submittal.*
☒	☐	☐	16.04.030.J.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.
			Findings	*Sheet 1 of the preliminary plat includes a vicinity map.*
☐	☐	☒	16.04.030.J.18	The boundaries of the floodplain, floodway and avalanche zoning district shall also be clearly delineated and marked on the preliminary plat.
			Findings	*The subject property is not within a floodplain, floodway, or avalanche zone district.*
☐	☐	☒	16.04.030.J.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.
			Findings	*A building envelope is not required as the subject property is not within the floodway, floodplain, or avalanche zone. The subject property is not adjacent to the Big Wood River, Trail Creek or Warm Springs. The subject property does not contain slopes greater than 25% and is not adjacent to an intersection.*
☒	☐	☐	16.04.030.J.20	Lot area of each lot.
			Findings	*Sheet 1 of the preliminary plat shows the area of Lot 1A.*
☒	☐	☐	16.04.030.J.21	Existing mature trees and established shrub masses.
			Findings	*The project plans submitted with Design Review Application File No. P22-043 specify that two existing deciduous trees on the property will be removed.*
☒	☐	☐	16.04.030.J.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.

			Findings	*The applicant submitted a title commitment issued by Stewart Title Guarantee Company, and a warranty deed recorded at Instrument Number 692375 with the preliminary plat application.*
☒	☐	☐	16.04.030.J.23	Three (3) copies of the preliminary plat shall be filed with the administrator.
			Findings	*The City of Ketchum received digital copies of the preliminary plat at the time of application.*

Subdivision Development & Design Standards (Ketchum Municipal Code §16.04.040)				
Compliant				
Yes	No	N/A	City Code	City Standards
☐	☐	☒	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.
			Findings	*This standard is not applicable as this project combines two lots within the original Ketchum Townsite. No improvements are proposed or required for the lot consolidation.*
☐	☐	☒	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.
			Findings	*This standard is not applicable as this project combines two lots within the original Ketchum Townsite. No additional improvements are proposed or required for the lot consolidation.*
☐	☐	☒	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.
			Findings	*This standard is not applicable as this project combines two lots within the original Ketchum Townsite. No additional improvements are proposed or required for the lot consolidation.*
☐	☐	☒	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.
			Findings	This standard is not applicable as this project combines two lots within the original Ketchum Townsite. No additional improvements are proposed or required for the lot consolidation.
☐	☐	☒	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: 1. All angle points in the exterior boundary of the plat. 2. All street intersections, points within and adjacent to the final plat. 3. All street corner lines ending at boundary line of final plat. 4. All angle points and points of curves on all streets. 5. The point of beginning of the subdivision plat description.
			Findings	*The applicant shall meet the required monumentation standards prior to recordation of the final plat.*
			16.04.040.F	Lot Requirements:

☒	☐	☐		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. 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: 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. 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. 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. 4. Side lot lines shall be within twenty degrees (20°) to a right angle or radial line to the street line. 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. 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.
			Findings	*Standard #1 has been met as the size, width, depth, shape, and orientation of Lot 1A comply with the dimensional standards required in*

				the Community Core Zone. Pursuant to Ketchum Municipal Code §17.12.040, lots in the Community Core Zone must have a minimum size of 5,500 square feet and minimum width of 55 feet average. Lot 1A is 10,989 square feet and is 110 feet wide, which exceed the minimum dimensional requirements for lots located in the Community Core. Standard #2 is not applicable is not located in the floodplain and does not contain land with slopes of 25%. Standard #3 through #6 are not applicable as the preliminary plat consolidates two existing lots and no new lots will be created.
☐	☐	☒	16.04.040.G	G. Block Requirements: The length, width and shape of blocks within a proposed subdivision shall conform to the following requirements: 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. 2. Blocks shall be laid out in such a manner as to comply with the lot requirements. 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. 4. Corner lots shall contain a building envelope outside of a seventy five foot (75') radius from the intersection of the streets.
			Findings	*N/A. This standard is not applicable as this project proposes to combine two existing lots within the original Ketchum Townsite. This application does not create a new block.*
☐	☐	☒	16.04.040.H	Street Improvement Requirements: 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; 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; 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;

				4. Streets may be required to provide access to adjoining lands and provide proper traffic circulation through existing or future neighborhoods; 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; 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; 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; 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; 9. Streets shall be planned to intersect as nearly as possible at right angles, but in no event at less than seventy degrees (70°); 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; 11. Streets with centerline offsets of less than one hundred twenty five feet (125') shall be prohibited; 12. A tangent of at least one hundred feet (100') long shall be introduced between reverse curves on arterial and collector streets; 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;

				14. Street alignment design shall follow natural terrain contours to result in safe streets, usable lots, and minimum cuts and fills; 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; 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; 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; 18. Street lighting may be required by the commission or council where appropriate and shall be installed by the subdivider as a requirement improvement; 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; 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; 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; 22. Sidewalks, curbs and gutters may be a required improvement installed by the subdivider; and 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.
			Findings	*This standard is not applicable as this application proposes to combine two existing lots within the Ketchum Townsite. This proposal does not create a new street, private road, or bridge.*
☐	☐	☒	16.04.040.I	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.
			Findings	*This standard is not applicable as this project combines two lots within the Ketchum Townsite. The applicant has proposed improving the existing block 5 alleyway to City standards. These improvements are shown on the project plans submitted with Design Review Application File No. P22-043.*
☐	☐	☒	16.04.040.J	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. 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. 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. 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. 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. 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. 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.

			Findings	*This standard is not applicable as no easements are proposed or required for this project. The project does not create a new private street. This property is not adjacent to Warm Springs Road. The property does not border a watercourse, drainageway, channel, or stream.*
☐	☐	☒	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.
			Findings	*This standard is not applicable as this project proposes to combine two existing lots within the original Ketchum Townsite. Sewer system improvements are not required for this lot consolidation.*
☐	☐	☒	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.
			Findings	*This standard is not applicable as this project proposes to combine two existing lots within the original Ketchum Townsite. Water system improvements are not required for this lot consolidation.*
☐	☐	☒	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.
			Findings	*This standard is not applicable as this project proposes to combine two existing lots within the Ketchum Townsite. Planting strip improvements are not required for this project.*
☐	☐	☒	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, streams, drainage channels, and disruption of soils and vegetation. The design criteria shall include the following: 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. 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: a. Proposed contours at a maximum of five foot (5') contour intervals. b. Cut and fill banks in pad elevations. c. Drainage patterns. d. Areas where trees and/or natural vegetation will be preserved. e. Location of all street and utility improvements including driveways to building envelopes. f. Any other information which may reasonably be required by the administrator, commission or council to adequately review the affect of the proposed improvements. 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. 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. 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. 6. Where cuts, fills, or other excavations are necessary, the following development standards shall apply:

				a. Fill areas shall be prepared by removing all organic material detrimental to proper compaction for soil stability. 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). c. Cut slopes shall be no steeper than two horizontal to one vertical (2:1). Subsurface drainage shall be provided as necessary for stability. 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. 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.
			Findings	*This standard is not applicable as this project proposes to combine two existing lots within the original Ketchum Townsite. No grading improvements are proposed or required for the lot consolidation. The grading improvements are shown the project plans submitted with Design Review Application File No. P22-043.*
☐	☐	☒	16.04.040.O	Drainage Improvements: 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.
			Findings	*This standard is not applicable as this project proposes to combine two existing lots within the original Ketchum Townsite. No drainage improvements are proposed or required for the lot consolidation. The*

				drainage improvements are shown on the project plans approved with Design Review Application File No. P22-043.
			16.04.040.P	Utilities: 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.
			Findings	*This standard is not applicable as this project proposes to combine two existing lots within the original Ketchum Townsite. No utility improvements are proposed or required for the lot consolidation. The drainage improvements are shown on the project plans approved with Design Review Application File No. P22-043.*
☐	☐	☒	16.04.040.Q	Off Site Improvements: 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.
			Findings	*This standard is not applicable as this project proposes to combine two existing lots within the original Ketchum Townsite. Off-site improvements are not required or proposed with this project.*
☐	☐	☒	16.04.040.R	Avalanche And Mountain Overlay: 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.
			Findings	*N/A as this property is not located within the Avalanche Zone or Mountain Overlay.*
☐	☐	☒	16.04.040.S	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.
			Findings	This standard is not applicable as this project proposes to combine two existing lots within the original Ketchum Townsite. The project plans submitted with Design Review Application File No. P22-043 indicate that two existing deciduous trees will be removed from the site.

Attachment J

Condominium Subdivision Preliminary Plat: Subdivision Standards Analysis

City of Ketchum
Planning & Building

4TH & MAIN MIXED-USE DEVELOPMENT
CONDOMINIUM SUBDIVISION PRELIMINARY PLAT STANDARDS ANALYSIS

Preliminary Plat Requirements (Ketchum Municipal Code §16.04.030)				
Compliant				
Yes	No	N/A	City Code	City Standards
☒	☐	☐	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.
			Findings	*The City of Ketchum Planning and Building Department received the subdivision application and all applicable application materials on July 20, 2022.*
☒	☐	☐	16.04.030.J	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.
			Findings	*The subdivision application was deemed complete on November 30, 2022.*
☒	☐	☐	16.04.030.J.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.
			Findings	*This standard is met as shown on Sheet 1 of the preliminary plat.*
☒	☐	☐	16.04.030.J.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.
			Findings	*As shown on Sheet 1 of the preliminary plat, the plat is titled "Solstice Condominiums" which is not the same as any other subdivision in Blaine County, Idaho.*
☒	☐	☐	16.04.030.J.3	The name and address of the owner of record, the subdivider, and the engineer, surveyor, or other person preparing the plat.
			Findings	*The name of the owner and surveyor is shown on Sheet 1 of the plat. The plat was prepared by Mark E. Phillips of Galena Engineering.*
☒	☐	☐	16.04.030.J.4	Legal description of the area platted.
			Findings	*The legal description of the area platted is shown on page 1 of the preliminary plat.*
☒	☐	☐	16.04.030.J.5	The names and the intersecting boundary lines of adjoining subdivisions and parcels of property.
			Findings	*The preliminary plat shows adjacent lots 3 and 4 located within block 5 of the Ketchum Townsite.*
☒	☐	☐	16.04.030.J.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.
			Findings	*Sheet 1 of the preliminary plat shows the contour lines for the subject property.*

☒	☐	☐	16.04.030.J.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.
			Findings	*Sheet 1 of the preliminary plat shows the location of the adjacent streets and block 5 alley. The property does not contain any public or private easements. The property is currently vacant.*
☒	☐	☐	16.04.030.J.8	Boundary description and the area of the tract.
			Findings	*Sheet 1 provides the boundary description of the area. The total area of parent Lot 1A is 10,989 as noted on the preliminary plat map.*
☒	☐	☐	16.04.030.J.9	Existing zoning of the tract.
			Findings	*Plat note #9 on Sheet 1 of the preliminary plat specifies the existing zoning of the subject property.*
☒	☐	☐	16.04.030.J.10	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.
			Findings	*The preliminary plat shows the locations and lot lines for the master lot and lot lines of condominium units. No new streets or blocks are being proposed with this application.*
☒	☐	☐	16.04.030.J.11	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.
			Findings	*The plat shows all common area elements within the condominium subdivision. Plat note #6 states, "All areas outside of units that is not designated as limited common is common area."*
☒	☐	☐	16.04.030.J.12	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.
			Findings	*Sheet 1 of the preliminary plat shows all existing and proposed water mains, sanitary sewer mains. Sheets C0.1, C0.2, C0.9, and C1.0 of the project plans submitted with Design Review Application File No. P22-043 show the proposed utility, drainage, or right-of-way improvements proposed for the project.*
☐	☐	☒	16.04.030.J.13	The direction of drainage, flow and approximate grade of all streets.
			Findings	*This standard does not apply as no new streets are proposed.*
☐	☐	☒	16.04.030.J.14	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.
			Findings	*This standard does not apply as no new drainage canals or structures are proposed.*

☐	☐	☒	16.04.030.J.15	All percolation tests and/or exploratory pit excavations required by state health authorities.
			Findings	*This standard does not apply as no additional tests are required.*
☒	☐	☐	16.04.030.J.16	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.
			Findings	*The applicant provided a draft copy of the articles of incorporation, bylaws, and declarations with the application submittal.*
☒	☐	☐	16.04.030.J.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.
			Findings	*Sheet 1 of the preliminary plat includes a vicinity map.*
☐	☐	☒	16.04.030.J.18	The boundaries of the floodplain, floodway and avalanche zoning district shall also be clearly delineated and marked on the preliminary plat.
			Findings	*The subject property is not within a floodplain, floodway, or avalanche zone district.*
☐	☐	☒	16.04.030.J.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.
			Findings	*A building envelope is not required as the subject property is not within the floodway, floodplain, or avalanche zone. The subject property is not adjacent to the Big Wood River, Trail Creek or Warm Springs. The subject property does not contain slopes greater than 25% and is not adjacent to an intersection.*
☒	☐	☐	16.04.030.J.20	Lot area of each lot.
			Findings	*The preliminary plat shows the area of the overall lot and the area of each condominium unit.*
☒	☐	☐	16.04.030.J.21	Existing mature trees and established shrub masses.
			Findings	*The project plans submitted with Design Review Application File No. P22-043 specify that two existing deciduous trees on the property will be removed.*
☒	☐	☐	16.04.030.J.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.
			Findings	*The applicant submitted a title commitment issued by Stewart Title Guarantee Company, and a warranty deed recorded at Instrument Number 692375 with the preliminary plat application.*
☒	☐	☐	16.04.030.J.23	Three (3) copies of the preliminary plat shall be filed with the administrator.

			Findings	*The City of Ketchum received digital copies of the preliminary plat at the time of application.*

Subdivision Development & Design Standards (Ketchum Municipal Code §16.04.040)				
Compliant				
Yes	No	N/A	City Code	City Standards
☒	☐	☐	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.
			Findings	*Sheets C0.1, C0.2, C0.9, and C1.0 of the project plans submitted with Design Review Application File No. P22-043 show the proposed utility, drainage, or right-of-way improvements proposed for the project. The construction design plans will be submitted with the building permit application for the mixed-use development for review and approval by City Departments, including the City Engineer.*
☐	☐	☒	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.
			Findings	*This standard is not applicable to the preliminary plat application.*
☐	☐	☒	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.
			Findings	*This standard is not applicable to the preliminary plat application.*
☐	☐	☒	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.
			Findings	*This standard is not applicable to the preliminary plat application.*
☐	☐	☒	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: 1. All angle points in the exterior boundary of the plat. 2. All street intersections, points within and adjacent to the final plat. 3. All street corner lines ending at boundary line of final plat. 4. All angle points and points of curves on all streets. 5. The point of beginning of the subdivision plat description.
			Findings	*The applicant shall meet the required monumentation standards prior to recordation of the final plat.*
☐	☐	☒	16.04.040.F	Lot Requirements: 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. 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: 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. 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. 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. 4. Side lot lines shall be within twenty degrees (20°) to a right angle or radial line to the street line. 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. 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.
			Findings	*This standard is not applicable as no new lots are created with the condominium subdivision. The development parcel, Lot 1A, is created by Lot Consolidation Subdivision Preliminary Plat Application File No. P22-043A.*
☐	☐	☒	16.04.040.G	G. Block Requirements: The length, width and shape of blocks within a proposed subdivision shall conform to the following requirements: 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.

				2. Blocks shall be laid out in such a manner as to comply with the lot requirements. 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. 4. Corner lots shall contain a building envelope outside of a seventy five foot (75') radius from the intersection of the streets.
			Findings	*This standard is not applicable as no new lots or blocks are proposed with the condominium subdivision preliminary plat.*
☒	☐	☐	16.04.040.H	Street Improvement Requirements: 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; 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; 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; 4. Streets may be required to provide access to adjoining lands and provide proper traffic circulation through existing or future neighborhoods; 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; 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; 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; 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; 9. Streets shall be planned to intersect as nearly as possible at right angles, but in no event at less than seventy degrees (70°); 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; 11. Streets with centerline offsets of less than one hundred twenty five feet (125') shall be prohibited; 12. A tangent of at least one hundred feet (100') long shall be introduced between reverse curves on arterial and collector streets; 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; 14. Street alignment design shall follow natural terrain contours to result in safe streets, usable lots, and minimum cuts and fills; 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; 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; 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; 18. Street lighting may be required by the commission or council where appropriate and shall be installed by the subdivider as a requirement improvement; 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;

				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; 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; 22. Sidewalks, curbs and gutters may be a required improvement installed by the subdivider; and 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.
			Findings	*Sheets C0.1, C0.2, C0.9, and C1.0 of the project plans submitted with Design Review Application File No. P22-043 show the proposed right-of-way improvements proposed for the project. The construction design plans will be submitted with the building permit application for the mixed-use development for review and approval by City Departments, including the City Engineer.*
☒	☐	☐	16.04.040.I	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.
			Findings	*Sheets C0.1, C0.2, C0.9, and C1.0 of the project plans submitted with Design Review Application File No. P22-043 show the proposed right-of-way improvements proposed for the project. The construction design plans will be submitted with the building permit application for the mixed-use development for review and approval by City Departments, including the City Engineer.*
☐	☐	☒	16.04.040.J	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. 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. 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. 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. 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. 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. 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.
			Findings	*This standard is not applicable as no easements are proposed or required for this project. The project does not create a new private street. This property is not adjacent to Warm Springs Road. The property does not border a watercourse, drainage way, channel, or stream.*
☒	☐	☐	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.
			Findings	*Sheets C0.1, C0.2, C0.9, and C1.0 of the project plans submitted with Design Review Application File No. P22-043 show the proposed utility improvements for the project. The construction design plans will be submitted with the building permit application for the mixed-use development for review and approval by City Departments, including the City Engineer.*
☐	☐	☒	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.
			Findings	*Sheets C0.1, C0.2, C0.9, and C1.0 of the project plans submitted with Design Review Application File No. P22-043 show the proposed utility improvements for the project. The construction design plans will be submitted with the building permit application for the mixed-use development for review and approval by City Departments, including the City Engineer.*
☐	☐	☒	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.
			Findings	*This standard does not apply as this application does not create a new subdivision. There are no incompatible uses adjacent to the proposed condominium subdivision.*

☐	☐	☒	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, streams, drainage channels, and disruption of soils and vegetation. The design criteria shall include the following: 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. 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: a. Proposed contours at a maximum of five foot (5') contour intervals. b. Cut and fill banks in pad elevations. c. Drainage patterns. d. Areas where trees and/or natural vegetation will be preserved. e. Location of all street and utility improvements including driveways to building envelopes. f. Any other information which may reasonably be required by the administrator, commission or council to adequately review the affect of the proposed improvements. 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. 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. 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. 6. Where cuts, fills, or other excavations are necessary, the following development standards shall apply: a. Fill areas shall be prepared by removing all organic material detrimental to proper compaction for soil stability. 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).

				c. Cut slopes shall be no steeper than two horizontal to one vertical (2:1). Subsurface drainage shall be provided as necessary for stability. 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. 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.
			Findings	*This standard does not apply as this application does not create a new subdivision. There are no incompatible uses adjacent to the proposed condominium subdivision.*
☒	☐	☐	16.04.040.O	Drainage Improvements: 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.
			Findings	*Sheets C0.1, C0.2, C0.9, and C1.0 of the project plans submitted with Design Review Application File No. P22-043 show the proposed drainage improvements for the project. The construction design plans will be submitted with the building permit application for the mixed-use development for review and approval by City Departments, including the City Engineer.*
☒	☐	☐	16.04.040.P	Utilities: 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.
			Findings	*Sheets C0.1, C0.2, C0.9, and C1.0 of the project plans submitted with Design Review Application File No. P22-043 show the proposed utility improvements for the project. The construction design plans will be submitted with the building permit application for the mixed-use development for review and approval by City Departments, including the City Engineer.*
☐	☐	☒	16.04.040.Q	Off Site Improvements: 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.
			Findings	*The proposed condominium development does not create substantial additional traffic; therefore, no off-site improvements are required.*
☐	☐	☒	16.04.040.R	Avalanche And Mountain Overlay: 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.
			Findings	*N/A as this property is not located within the Avalanche Zone or Mountain Overlay.*
☐	☐	☒	16.04.040.S	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.
			Findings	*The project plans submitted with Design Review Application File No. P22-043 indicate that two existing deciduous trees will be removed from the site.*

Condominium Plat Requirements (Ketchum Municipal Code §16.04.070)				
Compliant				
Yes	No	N/A	City Code	Standards
☒	☐	☐	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.
			Findings	*The applicant provided a draft copy of the articles of incorporation, bylaws, and declarations with the application submittal.*

☒	☐	☐	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.
			Findings	*As shown on Sheet 2 of the preliminary plat, the garage units are designated as limited common elements and specifically referenced to a unit number.*
☒	☐	☐	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.
			Findings	*As shown on Sheet 2 of the preliminary plat, the unit sizes facilitate the storage of personal property within the units.*
☒	☐	☐	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.
			Findings	The storage of maintenance equipment and supplies is accommodated in the common area shown on the second floor.
☒	☐	☐	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.
			Findings	*Condominium units 201, 202, 301, 302, and 401 have access to private balconies and decks. The building also provides common area along the street frontage for use by building residents and the public.*
☒	☐	☐	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.
			Findings	*The project has been reviewed for compliance with all other section of the subdivision standards. The project is in compliance as discussed above.*

Attachment K

Interim Ordinance Analysis—Information Only

City of Ketchum
Planning & Building

4TH & MAIN MIXED-USE DEVELOPMENT
COMPLIANCE WITH INTERIM ORDINANCE 1234

Interim Ordinance 1234 was approved by the Ketchum City Council on October 17, 2022 and published in the paper on October 19, 2022 (the effective date). The Pre-Application Design Review for 4th & Main Mixed-Use Development was deemed complete and reviewed by the Planning and Zoning Commission prior to the effective date of the ordinance and therefore the ordinance does not apply to this application. However, as this is an interim ordinance, staff is providing the analysis below for information only so the Commission can see how the ordinance would apply to projects within the Community Core. This analysis is provided to reference as information only and does not represent the criteria by which the development should or can be evaluated.

- **Minimum Residential Densities (Section 4)—Not Met:** The application would be subject to the minimum density requirements as the development exceeds the base permitted FAR of 1.0:
    - The proposed development has a gross floor area of 24,003 square feet with 1,395 square feet of retail commercial space. The 3,992 square feet includes all three retail units and the retail storage space on the ground floor. This equates to 17% of the development dedicated to commercial space.
    - Based on the percent of commercial space, the development would be required to provide eight residential dwelling units. The development proposes seven residential dwelling units and would not comply with this requirement.
- **Consolidation of Lots (Section 5):** The application would be subject to the specifical type, process, and additional standards for the review and approval of the consolidation of lots. The project complies with subsection D as the preliminary plat application for the lot consolidation was submitted concurrently with the design review application for the proposed development. The project would comply with subsection F as: (1) the preliminary plat application is in conformance with all applicable land use approvals, and (2) the preliminary plat application is in conformance with all applicable Zoning Regulations contained within Title 17—Zoning Regulations.
- **No Net Loss of Units (Section 6):** This standard is not applicable as the subject property is currently vacant.
- **Parking for Retail (Section 7):** The proposed development is benefiting from the retail exemption as the square footage of each unit is less than 5,500 square feet.
- **Parking for Office (Section 8):** The office-parking exemption is not applicable as no office uses are proposed within the project.
- **Development Standards within the CC-2 (Section 11)**:
    - **% of gross floor area for commercial (Section 11.a) – Not Met:** This project proposes to leave a portion of the sloping grade unexcavated resulting in a split-level that is the second-floor at the Main Street elevation and the ground-floor

along 4th Street. For the purposes of evaluating this standard, Staff has calculated the % gross floor area for commercial based on the Main Street level ground floor. The gross floor area of the Main Street level ground floor is 5,454 square feet. The commercial space on the Main Street level ground floor is 2,784 square feet. the gross floor area of the ground floor is 4,192 square feet. 51% of the Main Street level ground floor is proposed for commercial use, therefore the development would not meet this standard. To meet the standard, the applicant would need to dedicate an additional 216 square feet to commercial uses.

- **Community Housing in basement (Section 11.B) –** The project would comply with this standard as the community housing units are located on the Main Street level ground floor.
- **Size of residential units (Section 11.C) –Not Met:** The proposed development includes two dwelling units that exceed the 3,000-square-foot maximum size for residential units. Unit 302 on the third floor is 3,485 square feet and Unit 401 on the fourth floor is 3,039 square feet.
- **Parking Maximums (Section 11.D) –Not Met**: 8 parking spaces are required to be provided for the residential units within the project and 9 parking spaces are provided on site.

- **Comprehensive Plan Conformance (Section 13):**
  - Staff believes this project meets the goals and policies of the comprehensive plan. Please see the staff report for further analysis.

From: Participate
To: Heather Nicolai
Subject: Fwd: 4th & Main Mixed-Use Development
Date: Tuesday, February 14, 2023 11:02:49 AM

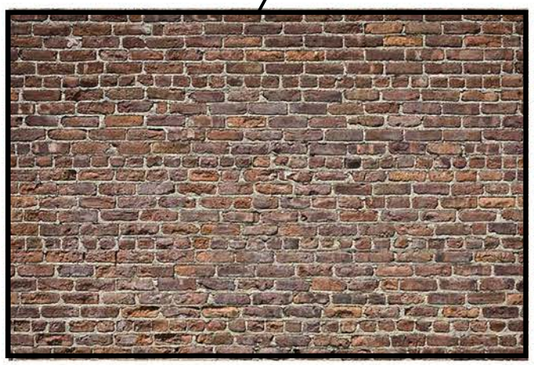
Sent from my iPhone

Begin forwarded message:

> **From:** Michael Sexton <mws_ishkibob@yahoo.com>
> **Date:** February 14, 2023 at 10:04:14 AM MST
> **To:** Participate <participate@ketchumidaho.org>
> **Subject: 4th & Main Mixed-Use Development**
>
> To Whom it May Concern:
>
> When I first saw the picture of the proposed building on the corner lot of Main and 4th, it immediately reminded me of the phrase, "Build it and they will come." My second thought was who in the world could process the sheer arrogance to think a monstrosity like that could ever exist in Ketchum? It then dawned on me that if you ask permission for something so gargantuan and only get 50% of the ask, that is really where you planned on being all along. Looking back from the Ozzie's building or Atkinsons, the entire view of the mountain would be gone. Again, the developer is no dummy so 2 stories would make sense and be consistent with the height of all existing roof lines. Sorry I don't have more time to rant but gotta go.
>
> PLEASE DO THE RIGHT THING AND PERSEVERE MAIN STREET!!!!

HORIZONTAL THERMORY WOOD CLADDING
(OR APPROVED ALTERNATE)

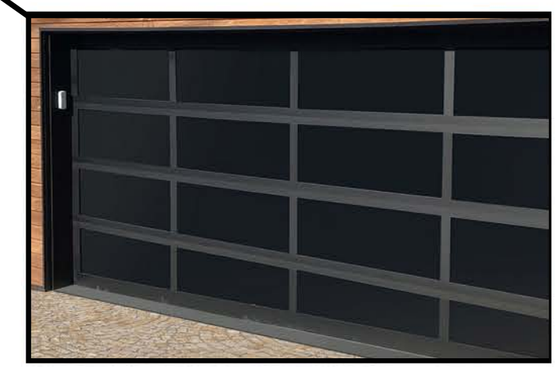
DARK BRONZE WINDOW



DISTRESSED BRICK VENEER

MATTE DARK BRONZE PAINTED METAL FACADE

MATTE DARK BRONZE PAINTED METAL CANOPY



DARK BRONZE OVERHEAD DOOR

MATERIAL SAMPLE BOARD
SCALE: NOT TO SCALE
December 22, 2021
Revised: March 1, 2022

P|H
ARCHITECTS
38 TAUNTON HILL ROAD NEWTOWN, CT 06470
PH-ARCHS.COM

MIXED USE DEVELOPMENT
4TH & MAIN ST.
KETCHUM, IDAHO