CITY OF KETCHUM, IDAHO
PLANNING AND ZONING COMMISSION
Wednesday, July 01, 2026, 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/88520503991
   Webinar ID: 885 2050 3991

2. Address the Commission in person at City Hall.

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

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

CALL TO ORDER:
ROLL CALL:
COMMUNICATIONS FROM COMMISSIONERS:
1. General Public Comment

CONSENT AGENDA:
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.
2. ACTION: Approval of the June 17, 2026 Meeting Minutes
3. ACTION: Recommendation to review and approve the Findings of Fact, Conclusions of Law, and Decision for the 200 Lava Street Mountain Overlay Design Review application.

PUBLIC HEARING:

4. ACTION: Recommendation to hold a public hearing on Design Review and Condominium Subdivision Preliminary Plat applications (File Nos. P26-010 and P26-012) for the proposed Bitterroot redevelopment project at 200 N Spruce Avenue. - Abby Rivin, Senior Planner
5. ACTION: Recommendation to hold a public hearing and approve Design Review P26-016 and recommend approval of Townhouse Subdivision Preliminary Plat P26-016a for the Seidner Residences at 460 N 4th Ave, and direct staff to return with Finding of Fact. - Genoa Beiser, Associate Planner

NEW BUSINESS:

6. Wood River Land Trust: Watershed Moment presentation - Cece Albertson, Community Planning Director

ADJOURNMENT:

Dawn Hofheimer

From: SUSAN PASSOVOY <sjpassovoy@icloud.com>
Sent: Tuesday, June 23, 2026 11:01 AM
To: Participate
Subject: Importance of Concepts of Health, Safety and Welfare in Design Review

Dear Commissioners, and Staff:

CC: City Council and Mayor

RE: Importance of Concepts of Health, Safety and Welfare in Design Review

Now that I am no longer on the Commission, I want to take the opportunity to highlight a tool that is available to you in design review. This is both for your current review activities (including appeals), but also for the revisions being considered for the zoning code.

One of the conundrums faced by the Department and the Commission when reviewing the design of a proposed project is the scope of that review.

Pursuant to KMC §16.07.030.C.2.d, the Commission must determine the following prior to granting Design Review approval:

1. The project does not jeopardize the health, safety, or welfare of the public.

2. The project generally conforms with the design-related goals, policies, and objectives of the adopted comprehensive plan.

3. The project conforms to all applicable standards and criteria as set forth in the Code, including §16.04.080, Design Review

Unfortunately, the staff and our Commission might not have looked closely enough at the first of these criteria -- **health, safety and welfare** -- as we might have, so I want to focus on that in this memo.

The bottom line is that the impact of a project design on must be evaluated in terms of its impact on community and neighborhood health, safety and welfare in a serious and thorough manner. To date it has been too easy to trivialize those terms and not give them the weight to which they are entitled in the balancing process.

Throughout Idaho land use law (Local Land Use Planning Act (LLUPA) and related judicial opinions), the terms health, safety and (general) welfare serve as the core constitutional justifications for regulating the use of private property. The legislative intent, clearly stated in the law, is to promote the public health, safety and welfare. Under the law regulators are required to consider private property rights, but this must be done in balance with deep considerations of the health, the safety and the welfare of the PUBLIC. **Idaho courts have historically deferred to the City's determination of the impact of a development on the community's sense of aesthetics, appropriateness and community values.**

The concept of "compatibility" encompasses these values—it should not just be whether the superficial design elements meet some architectural definition. The health and welfare of a community are highly influenced by and dependent upon the physical characteristics of a project. The respect and consideration shown by property developers for the community values as expressed in the Comprehensive Plan are important as a community assesses the impact-- on its aesthetics, appropriateness and community values especially as expressed in the Comprehensive Plan.

Of course, this is not a legal opinion, and I would encourage you to ask the City Attorney for a comprehensive review of relevant cases on the subject and advise you on the extent decisions can rely on the welfare concept as expressed in the community's sense of aesthetics, appropriateness and values.

I should also note that we hope that the scope of that review will be expanded under the revisions to the zoning ordinance.

Regards,

Susan Passovoy

June 23, 2026

CALL TO ORDER:
Vice Chair Brenda Moczygemba, called the meeting to order at 4:30 PM (00:00:20 in video)

ROLL CALL:
Tim Carter - absent
Brenda Moczygemba
Joey Stevenson - absent
Hannah Harris
Heidi Schertnanner

ALSO PRESENT:
Abby Rivin – Senior Planner
Allison Kennedy – Senior Planner
Paige Nied – Associate Planner
Genoa Beiser – Associate Planner
Heather Nicolai – Operations Manager

COMMUNICATIONS FROM COMMISSIONERS: (00:00:48 in video)

- Heidi Schertnanner walked by the 330 Topaz Street project location and spoke briefly with a neighbor
- Brenda Moczygemba disclosed that her architectural firm did interview for the 200 Lava Street project, but they did not get the job and she didn't feel that will impact her evaluation of the application.

CONSENT AGENDA: (00:01:55 in video)

1. ACTION: Approval of the June 4, 2026 Meeting Minutes
2. ACTION: Recommendation to review and approve the Findings of Fact, Conclusions of Law, and Decision for the Wood River YMCA Final Design Review Application
3. ACTION: Recommendation to review and approve the Findings of Fact, Conclusions of Law, and Decision for The Chalets at Warm Springs Preliminary Plat Application
4. ACTION: Recommendation to review and approve the Findings of Fact, Conclusions of Law, and Decision for the 300 E River St Condominiums Preliminary Plat Application

Motion to approve the consent agenda. (00:02:26 in video)

MOVER: Heidi Schernthanner
SECONDER: Hannah Harris
AYES: Brenda Moczygemba, Hannah Harris, & Heidi Schernthanner
NAYS:
RESULT: UNANIMOUSLY ADOPTED

PUBLIC HEARING:

5. ACTION: Recommendation to review and approve the 200 Lava Street Mountain Overlay Design Review application, as conditioned, and direct staff to return with Findings of Fact (00:02:35 in video)

- Presentation by Paige Nied (00:02:52 in video)
- Commissioner questions for staff (00:08:06 in video)
- Applicant Presentation, Michale Allaire, Architect, Michael Doty & Associates (00:09:05 in video)
- Commissioner questions for applicant (00:22:34 in video)

- Public Comment Opened (00:25:22 in video)
    - None
- Public Comment Closed (00:25:33 in video)
- Commissioner Deliberations (00:25:35 in video)

Motion to approve the 200 Lava Street Mountain Overlay Design Review application, as conditioned, and direct staff to return with Findings of Fact, Conclusions of Law, and Decision. (00:28:35 in video)

MOVER: Hannah Harris
SECONDER: Heidi Schernthanner
AYES: Brenda Moczygemba, Hannah Harris, & Heidi Schernthanner
NAYS:
RESULT: UNANIMOUSLY ADOPTED

6. ACTION: Recommendation to review and approve the 330 Topaz Street Residence Final Mountain Overlay Design Review and recommend approval of the Lot Consolidation Preliminary Plat, and direct staff to return with Findings of Fact, Conclusions of Law, and Decision. (00:29:04 in video)

- Presentation by Abby Rivin (00:29:27 in video)
- Commissioner questions for staff (00:49:34 in video)
- Applicant Presentation, Gretchen Wagner, Architect, Scape Design Studio (00:55:34 in video)
- Commissioner questions for applicant (01:05:50 in video)
- Matt McNeal, Property Owner answers questions for Commissioners, Commissioner questions for Staff and Staff responses (01:07:02 in video)
- Jeff Lamoureux, Civil Engineer, Galena Benchmark answers questions for Commissioners (01:22:40 in video)
- Public Comment Opened (01:34:04 in video)
    - None
- Public Comment Closed (01:34:12 in video)
- Commissioner Deliberations (01:34:15 in video)

Motion to recommend approval of the 330 Topaz Street Mountain Overlay Design Review application, subject to conditions of approval 1-9 (with potential city-recommended revisions to condition no. 4 related to irrigation conveyance ditch relocation and associated plat notes), and direct staff to return with draft Findings of Fact, Conclusions of Law, and Decision. (01:40:49 in video)

MOVER: Heidi Schernthanner
SECONDER: Hannah Harris
AYES: Brenda Moczygemba, Hannah Harris, & Heidi Schernthanner
NAYS:
RESULT: UNANIMOUSLY ADOPTED

Motion to recommend approval of the 330 Topas Street Lot Consolidation Preliminary Plat and requested Subdivision Exceptions to the City Council, subject to the conditions of approval 1 through 6, and direct staff to return with draft Findings of Fact, Conclusions of Law, and Recommendation. (01:41:33 in video)

MOVER: Hannah Harris
SECONDER: Heidi Schernthanner
AYES: Brenda Moczygemba, Hannah Harris, & Heidi Schernthanner
NAYS:
RESULT: UNANIMOUSLY ADOPTED

Discussion amongst Commissioners and Staff regarding ditches (01:42:00 in video)

COMMUNICATIONS FROM STAFF

- Priority Code Updates, Abby Rivin (01:43:50 in video)

ADJOURNMENT:

Motion to adjourn at 6:15 PM (01:45:05 in video)

MOVER: Hannah Harris
SECONDER: Heidi Schernthanner
AYES: AYES: Brenda Moczygemba, Hannah Harris, & Heidi Schernthanner
NAYS:
RESULT: UNANIMOUSLY ADOPTED

_____

Tim Carter – Chairman of the Planning and Zoning Commission

_____

Jade Riley – City Administrator

City of Ketchum
Planning & Building

IN RE:	)
	)
Brown Residence Addition	) KETCHUM PLANNING AND ZONING COMMISSION
Mountain Overlay Design Review	) FINDINGS OF FACT, CONCLUSIONS OF LAW, AND
Application File Number: P26-018	) DECISION
Date: July 1, 2026	)
	)
	)

PROJECT:	Brown Residence Addition
APPLICATION TYPE:	Mountain Overlay Design Review
FILE NUMBER:	P26-018
PROPERTY OWNER:	Ron Brown, Trustee; Mary Brown, Trustee
REPRESENTATIVE:	Mike Allaire, Michael Doty Associates Architects
LOCATION:	200 Lava Street (Lot 2A, Block 1, Lava Street Subdivision)
ZONING:	Limited Residential (LR)
OVERLAY:	Mountain Overlay (MO)

RECORD OF PROCEEDINGS

The Planning and Zoning Commission (the "Commission") considered the Brown Residence Addition Mountain Overlay Design Review application during their regular meeting on June 17, 2026. The 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 May 27, 2026. The public hearing notice was published in the Idaho Mountain Express on May 27, 2026. A notice was posted on the project site and the city's website on June 10, 2026. The building corners were staked and story pole was installed on the project site on June 10, 2026. After considering staff's analysis, the applicant's presentation, and public comment, the Commission unanimously approved the Mountain Overlay Design Review Application File No. P26-018 subject to conditions.

The Mountain Overlay Design Review application was received on April 6, 2026. Following the receipt of the application, staff routed the application materials to all city departments for review. The application underwent two rounds of review before it was scheduled for a public hearing.

FINDINGS OF FACT

The 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:

The applicant is proposing to construct a 2,138 square foot addition to an existing single-family residence (the "project"), which will add three bedrooms and additional garage space. The project is located at 200 Lava Street (the "subject property") and is zoned Limited Residential (LR) and is within the Mountain Overlay District (MO). The project plans are included as Exhibit A.

Pursuant to KMC §16.02.070.4, design review is required for the "construction or placement of buildings or structures, including additions to any such structures or buildings existing at the effective date hereof, upon real property within the Mountain Overlay District." The project is subject to all MO Design Review criteria and standards specified in KMC §16.02.070.5 as well as all applicable Design Review standards specified in KMC §16.07.030.C.

The subject property is developed with an existing 2,827 square foot single-family residence that was constructed in 2006. See Figure 2 below for a vicinity map of the property. The subject property is located in the MO and is thus subject to MO Design Review. Because the lot is 19,512 square feet in size, the project would ordinarily be subject to Preapplication MO Design Review. The Administrator waived the requirement pursuant to Ketchum Municipal Code (KMC) §16.07.030.C.1.b.3, finding that the project would have no significant impact. While the addition nearly doubles the home's floor area, most of the additional floor area is located beneath the existing first floor and within the existing 4,748-square-foot building footprint. The project adds only 655 square feet of new building footprint/lot coverage, resulting in relatively limited additional site disturbance and visual impact.

Findings Regarding Conformance with Zoning and Design Review Standards

Pursuant to KMC §16.07.030.C.2.d, the Commission shall grant the following prior to granting Design Review approval:

1. The project does not jeopardize the health, safety, or welfare of the public.
2. The project generally conforms with the design-related goals, policies, and objectives of the adopted comprehensive plan.
3. The project conforms to all applicable standards and criteria as set forth in this section, and any other standards in this Code, including §16.04.080, Design Review, and where applicable, §16.02.060.D MO: Mountain Overlay District."

Criteria 1 & Criteria 2: Public Health, Safety, and Welfare & Comprehensive Plan Conformance

The subject property is designated Low-Density Residential (LDR) in the 2025 Comprehensive Plan and is located within the MO. Together, these frameworks emphasize preservation of neighborhood character while carefully limiting hillside impacts.

Low-Density Residential (LDR):
The LDR designation is intended to maintain predominantly single-family neighborhoods characterized by varied lot sizes, mature landscaping, and low-density development (generally one to five units per acre). While incremental change is anticipated, such as infill, lot subdivision, or accessory dwelling units, new development should reinforce existing neighborhood patterns, including building orientation, spacing between structures, and the presence of vegetation. The overall goal is to support efficient use of land while preserving the established residential character and scale.

Mountain Overlay District:
The MO places additional emphasis on protecting Ketchum's hillsides as a defining community asset. Development should minimize disturbance to natural topography, avoid steep slopes where feasible, and be sited on the most suitable (typically lowest and least visible) portion of the property. Projects are expected to limit grading, preserve native vegetation, and integrate with the natural landscape to limit visual impacts when viewed from public vantage points.

Combined Intent for the Site:
For properties such as 200 Lava Street, the combined LDR and MO policies direct development to balance neighborhood compatibility with environmental sensitivity. This includes maintaining the low-density residential character while ensuring that site design, building footprint, and overall disturbance are carefully managed to preserve hillside conditions and scenic qualities.

While the MO emphasizes preservation of natural topography and minimization of disturbance, the subject property is located within an established neighborhood and is entirely previously disturbed. The site is currently improved with an existing single-family residence and associated grading, landscaping, and adjacent roadway improvements. The property does not contain slopes exceeding 25 percent, and no portion of the proposed development extends beyond the existing limit of the disturbance on the site.

The purpose of the MO is not solely about minimizing site disturbance; it is also intended to protect the scenic character of visible hillsides and minimize visual impacts from public viewpoints. From a visual standpoint, the existing residence is nestled within a mature tree canopy that continues north and south of the property. As shown on Sheet 1.04 in the project plans, the residence does not have a visual impact from the various public vantage points provided.

Overall, the Commission finds that the goals and policies of the comprehensive plan related to hillside development are met with the project. By limiting the proposed development to an existing disturbed area, the project supports the plan's goals of preserving hillside character and minimizing site disturbance.

Criteria 3: Conformance with Applicable Standards and Criteria

Findings Regarding Compliance with Zoning Regulations

LR Zoning and Dimensional Standards Evaluation				
Compliant			Standards and Commission Findings	
Yes	No	N/A	Ketchum Municipal Code	City Standards and Commission Findings

☒	☐	☐	16.02.020.A.2	Minimum Lot Area
			Commission Finding	**Required:** 9,000 square feet minimum **Existing:** 19,512 square feet
☒	☐	☐	16.02.020.A.2	Building Coverage
			Commission Finding	**Permitted:** 35% **Lot Area Definition (KMC §16.08.020)** The area within the boundaries of a lot, exclusive of any area contained within a public or private street, alley, fire lane or private driveway easement; also, exclusive of any narrow strip of land connecting a lot set back from any public street for the purpose of providing driveway access with that street and exclusive of any portion of the property that lies between the mean high water marks of the Big Wood River, Trail Creek, and Warm Springs Creek. All exclusions shall not be used for the purpose of calculating density and building coverage. Lot area shall include the area of any dedicated public bike path, equestrian path, or other public pathway within the boundaries of a lot. **Existing:** 29% (4,748 square foot building footprint / 16,295 square foot lot area [minus utility easement]) **Proposed:** 33% (5,403 square foot building footprint / 16,295 square foot lot area [minus utility easement])
☒	☐	☐	16.02.020.A.2	Minimum Building Setbacks
			Commission Finding	**Minimum Required Setbacks:** Front: 15' Side: > of 1' for every 2' in building height, or 10' (19'-3 15/16" required based on building height) Rear: 20' **Proposed:** Front (south/Lava St): 20'-4" Side (east): 31'-0 ¾" Side (west): 19'-1 ¾"* Rear (north): 20' *The west side setback is less than the 19'-4" minimum required. A condition of approval has been added to the application requiring the applicant to revise the project plans to comply with the west side setback requirement prior to building permit application submittal.
☒	☐	☐	16.02.020.A.2	Building Height
			Commission Finding	**Maximum Permitted Building Height:** 35' **Height of Building Definition (KMC §16.08.020)** The greatest vertical distance measured at any point from the roof to natural, existing, or finished grade, whichever is lowest. The maximum vertical distance from the lowest exposed finished floor to the highest

				point of the roof (regardless of vertical alignment) shall be no more than five feet greater than the maximum height permitted in the zoning district (see illustration B on file in the office of the City Clerk). No facade shall be greater than the maximum height permitted in the zoning district. (See definition of "facade" in this section and illustration B on file in the office of the City Clerk.) Facades which step up or down hillsides shall be set back from the lower facade a minimum of 50 percent of the height of the lower facade; except, that roof overhangs may extend up to three feet into this area (see illustration B on file in the office of the City Clerk). This building height provision shall apply to parapets, Boston roofs and any other portion of a building roof, but shall not apply to flagpoles, lightning rods, weather vanes, antennas or chimneys. **Existing:** 34'-9" **Proposed:** 38'-8"
☒	☐	☐	16. 04.020.C.12.i.2	**Driveway Width**
			Commission Finding	**Required:** Minimum: The unobstructed, all weather surface of a private driveway shall not be less than 12 feet. Maximum: The unobstructed, all weather surface of a private driveway shall not be greater than 35 percent of the linear footage of any street frontage or 30 feet, whichever is less, unless otherwise approved by the City Engineer. **Proposed:** The existing driveway is 32'-3 ¼" wide, which is greater than the maximum of 30' permitted. The City Engineer reviewed the existing driveway configuration and approved it to remain in its current condition.
☒	☐	☐	16.04.050.E	**Parking Spaces**
			Commission Finding	**Required:** One-Family Dwelling Unit in Residential Districts: 2 parking spaces per one-family dwelling unit **Proposed:** 1-2 parking spaces within the enclosed garage and additional parking area available in the driveway.
☒	☐	☐	16.04.090	**Dark Skies**
			Commission Finding	All existing and proposed exterior lighting is compliant with the dark sky standards.

Findings Regarding Compliance with Mountain Overlay Design Review Standards

Mountain Overlay Design Review Standards (KMC §16.02.070.D.5)		
Ketchum Municipal Code	Mountain Overlay Standards & Commission Findings	
16.02.070.D.5.a	There shall be no building on ridges or knolls which would have a material visual impact on a significant skyline visible from a public vantage point entering the City or within the City. "Material", as	Conformance YES

	the term is used herein, shall be construed in light of the magnitude of the negative impact on the objectives of this section.	
Commission Finding	From a visual standpoint, the existing building is nestled within a mature tree canopy that continues north and south of the property. As shown on Sheet 1.04 in Exhibit A, the residence does not have a visual impact from the various public vantage points provided. The proposed increase in height is primarily achieved from digging down to create a new lower level and the increase in height upwards is only 11 ¼" above the existing roof. The project does not appear to introduce new visual impacts to ridgelines or prominent public vantage points.	
16.02.070.D.5.b	Building, excavating, filling and vegetation disturbance on hillsides which would have a material visual impact visible from a public vantage point entering the City or within the City is minimized. Material, as the term is used herein, shall be construed in light of the magnitude of the negative impact on the objectives of this section.	Conformance YES
Commission Finding	As noted in the analysis for KMC §16.02.070.D.5.a above, the Commission does not believe the project will have a material visual impact visible from a public vantage point in the city.	
16.02.070.D.5.c	Driveway standards as well as other applicable standards contained in §16.04.020.A shall be met.	Conformance YES
Commission Finding	Per KMC 16.04.020.C.12.i.(2), a private driveway shall not be greater than 35% of the linear footage of any street frontage (i.e. front property line), or 30', whichever is less, unless otherwise approved by the City Engineer. The subject property contains an existing driveway that is 32'-3 ¼" wide, which exceeds the maximum permitted width of 30'. The City Engineer reviewed the existing driveway configuration and approved it to remain in its current condition.	
16.02.070.D.5.d	All development shall have access for fire and other emergency vehicles to within one hundred fifty feet (150') of the furthest exterior wall of any building.	Conformance YES
Commission Finding	Sufficient access is provided for fire and other emergency vehicles to reach within 150 feet of the furthest exterior wall of the building.	
16.02.070.D.5.e	Significant rock outcroppings shall not be disturbed.	Conformance YES
Commission Finding	As shown on the topographic survey included in the project plans, the subject property does not contain any significant rock outcroppings.	
16.02.070.D.5.f	International Building Code (IBC) and International Fire Code (IFC) and Ketchum Fire Department requirements shall be met.	Conformance YES
Commission Finding	The project must comply with the 2018 International Residential Code, the 2018 International Fire Code, all local amendments specified in Title 15 of Ketchum Municipal Code, and Ketchum Fire District requirements. All building code and fire code requirements will be verified for compliance by the Building and Fire departments prior to building permit issuance.	
16.02.070.D.5.g	Public water and sewer service shall comply with the requirements of the City.	Conformance YES

Commission Finding	The Water and Wastewater departments conducted a code compliance review of the project plans submitted with the MO Design Review application and found the project complies with all requirements.	
16.02.070.D.5.h	Drainage shall be controlled and maintained to not adversely affect other properties.	Conformance YES
Commission Finding	The drainage improvements include the installation of a trench drain and drywells in combination with existing drywells onsite. Drainage improvements are specified on Sheet C2.0 of the project plans. A combination of drywells and catch basins will be installed to collect stormwater from the property. The City Engineer reviewed the proposed drainage plan and finds it sufficient to maintain all storm water drainage onsite. Upon Design Review approval, 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.	
16.02.070.D.5.i	Cuts and fills allowed for roadways shall be minimized; lengths of driveways allowed shall be minimized; all cuts and fills shall be concealed with landscaping, revegetation and/or natural stone materials. Revegetation on hillsides with a clear zone of 30 feet around all structures is recommended. The clear zone shall include low combustible irrigated vegetation with appropriate species, on file with the Planning and Building Department. Revegetation outside of this clear zone should be harmonious with the surrounding hillsides.	Conformance YES
Commission Finding	The driveway for the existing residence is existing, and it's decreasing in size by removing the current connection to the garage and marginally increasing in size to create a connection to the new location of the garage door and a wider apron by the structure entryway. The site will be revegetated with native seed (Mountain Brome hydro-seed) and Scottish Links sod on the lawn.	
16.02.070.D.5.j	There shall not beother sites on the parcel more suitable for the proposed development in order to carry out the purposes of this section.	Conformance YES
Commission Finding	The subject property is entirely previously disturbed and the proposed addition to the residence is contained within the existing limits of the disturbance on the site.	
16.02.070.D.5.k	Access traversing 25 percent or greater slopes shall not have significant impact on drainage, snow and earth slide potential and erosion as it relates to the subject property and to adjacent properties.	Conformance N/A
Commission Finding	This standard does not apply because access to the site is existing and does not traverse 25% or greater slopes.	
16.02.070.D.5.l	Utilities shall be underground.	Conformance YES
Commission Finding	All utilities are existing and located underground.	

16.02.070.D.5.m	Limits of disturbance shall be established on the plans and protected by fencing on the site for the duration of construction.	Conformance YES
Commission Finding	Sheet L2.0 of the project plans identifies the existing limit of disturbance line and indicates construction fencing along that line with a notation stating the limit of disturbance line is to be protected with fencing and erosion controls on site for the duration of construction.	
16.02.070.D.5.n	Excavations, fills and vegetation disturbance on hillsides not associated with the building construction shall be minimized.	Conformance YES
Commission Finding	The subject property is entirely previously disturbed with an existing structure and located within an established neighborhood. As shown on Sheet L2.0 of Exhibit A, the proposal confines the new addition within the existing limit of disturbance on the site and does not extend into undisturbed hillside areas.	
16.02.070.D.5.o	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.	Conformance N/A
Commission Finding	This standard is not applicable because there are no existing or proposed significant landmarks on the subject property.	
16.02.070.D.5.p	Encroachments of below grade structures into required setbacks are subject to §16.02.070.A.10 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.	Conformance YES
Commission Finding	Once the exterior stair on the west side of the structure is relocated to comply with the side setback requirements, the footing for it will likely continue to encroach within the setback underground. The underground encroachment of the footing does not conflict with any easements, existing underground structures, sensitive ecological areas, soil stability, or drainage. The footing's below-grade encroachment complies with the standards for encroachments of below-grade structures into required setbacks in KMC 16.02.070.A.10.	

Findings Regarding Compliance with Design Review Standards

Design Review Standards (KMC §16.04.080.C)		
Ketchum Municipal Code	Design Review Standards & Commission Findings	
16.04.080.C.1.a Streets	The applicant shall be responsible for all costs associated with providing a connection from an existing City street to their development.	Conformance YES
Commission Finding	A connection to the existing residence from Lava Street currently exists and was constructed with the original development.	
16.04.080.C.1.b Streets	All street designs shall be approved by the City Engineer.	Conformance N/A

Commission Finding	No new streets or changes to the design of Lava Street are proposed with this project.	
16.04.080.C.2.a Sidewalks	All projects under 16.04.080.B that qualify as a "substantial improvement" shall install sidewalks as required by the Streets and Facilities Department.	Conformance N/A
Commission Finding	KMC 16.04.020.C.13 outlines the zone districts where sidewalks are required when substantial improvements are made, which include the Community Core, all tourist zone districts, and all light industrial districts. The subject property is located within the LR Zone, and sidewalks are not required to be installed for the project. This standard is not applicable.	
16.04.080.C.2.b Sidewalks	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.	Conformance N/A
Commission Finding	This standard is not applicable because the subject property is located within the LR zone and sidewalks are not required to be installed for this project.	
16.04.080.C.2.c Sidewalks	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.	Conformance N/A
Commission Finding	This standard is not applicable because the subject property is located within the LR zone and sidewalks are not required to be installed for this project.	
16.04.080.C.2.d Sidewalks	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.	Conformance N/A
Commission Finding	This standard is not applicable because the subject property is located within the LR zone and sidewalks are not required to be installed for this project.	
16.04.080.C.2.e Sidewalks	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.	Conformance N/A
Commission Finding	This standard is not applicable because the subject property is located within the LR zone and sidewalks are not required to be installed for this project.	
16.04.080.C.2.f Sidewalks	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.	Conformance N/A

Commission Finding	This standard is not applicable because the subject property is located within the LR zone and sidewalks are not required to be installed for this project.	
16.04.080.C.3 Drainage & Landscaping	All applications shall meet the standards set forth in 16.04.060.A, Standards for All Development.	Conformance YES
Commission Finding	1. Drainage - The drainage improvements include the installation of a trench drain and drywells in combination with existing drywells onsite. Drainage improvements are specified on Sheet C2.0 of the project plans. A combination of drywells and catch basins will be installed to collect stormwater from the property. The City Engineer reviewed the proposed drainage plan and finds it sufficient to maintain all storm water drainage onsite. Upon Design Review approval, 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. 2. Utilities - All utilities are existing and located underground. 3. Snow Storage - The applicant is providing snowmelt in the driveway, which is permitted in lieu of providing snow storage onsite. The snowmelt system is entirely located on private property and does not require a ROW Encroachment Permit nor is it subject to ROW snowmelt standards in KMC 16.04.020.C.15. In addition to snowmelt, the project plans include snow storage areas located at the end of the driveway and along the front of the property. 4. Landscaping - No new landscaping is proposed outside of revegetating disturbed existing landscaping on the site. The site will be revegetated with Mountain Brome hydro-seed and Scottish Links sod for the lawn. All of the new plant materials are drought tolerant. 5. Fences/Hedges/Walls - The proposed retaining walls onsite comply with the fences/hedges/walls standards in KMC 16.04.060.D. There are existing retaining walls onsite that are to remain and no changes are proposed.	
16.04.080.C.4.a Compatibility of Design	The project's materials, colors and signing shall be complementary with the townscape, surrounding neighborhoods and adjoining structures.	Conformance YES
Commission Finding	The Lava Street neighborhood features six residences built at varying timeframes resulting in a diverse range of materials and architectural styles. While the homes vary in appearance, they share common design elements, including pitched roofs and exterior materials primarily composed of wood, stone, and plaster with metal accents. The proposed materials of stone, stained cedar, light venetian plaster, and	

	metal elements are consistent and complement the neighborhood character and with those of the existing residence.	
16.04.080.C.4.b Compatibility of Design	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.	Conformance N/A
Commission Finding	This standard is not applicable because the subject property does not contain any historical or cultural landmarks.	
16.04.080.C.4.c Compatibility of Design	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.	Conformance N/A
Commission Finding	This standard does not apply because the subject property is developed with an existing single-family residence that was constructed in 2006. However, the proposed addition to the residence proposes the same materials and colors of the existing residence to create a compatible, cohesive design.	
16.04.080.C.5.a Architectural	Building(s) shall provide unobstructed pedestrian access to the nearest sidewalk and the entryway shall be clearly defined.	Conformance YES
Commission Finding	The subject property is located within the LR zone and sidewalks are not required to be installed for this project. The entryway for the residence is existing and will remain in its current location which is clearly defined at the front of the structure.	
16.04.080.C.5.b Architectural	The building character shall be clearly defined by use of architectural features.	Conformance YES
Commission Finding	The proposal features various architectural features including material changes and orientation of materials (horizontal and vertical wood siding), change in roof forms (shed and flat) with various heights, metal detailing, and diverse window forms.	
16.04.080.C.5.c Architectural	There shall be continuity of materials, colors and signing within the project.	Conformance YES
Commission Finding	The proposed addition incorporates vertical and horizontal stained cedar siding, stack stone veneer, and light venetian plaster finishes. Additional exterior materials include stained cedar soffits, a gray metal roof, aluminum clad windows, and matte black metal accents on the railings, panels, garage door, and chimney. All proposed exterior colors and materials will match those of the existing residence, ensuring continuity of colors and materials and a cohesive overall appearance.	
16.04.080.C.5.d Architectural	Accessory structures, fences, walls and landscape features within the project shall match or complement the principal building.	Conformance YES
Commission Finding	The proposed stone masonry walls on the west side of the structure match the stack stone veneer on the residence. The proposed metal fence adjacent to the front entry complements the metal railing on the rear and the fence gate features stone pillars and doors that match the stone and wood on the residence.	
16.04.080.C.5.e Architectural	Building walls shall provide undulation/relief, thus reducing the appearance of bulk and flatness.	Conformance YES

Commission Finding	The proposed design incorporates variation in building form and rooflines to reduce the visual perception of bulk and mass and cohesion with the existing structure. The structure is articulated through undulation in the wall planes, diverse window forms, and shed roofs and flat roof sections with varying heights. The largest façade wall is located on the rear of the structure and incorporates a step back from the ground level, material changes, and large steel beam design elements that create visual interest and reduces the perceived massing.	
16.04.080.C.5.f Architectural	Building(s) shall orient toward their primary street frontage.	Conformance YES
Commission Finding	The existing structure and proposed design are oriented toward the primary street frontage of Lava Street.	
16.04.080.C.5.g Architectural	Garbage storage areas and satellite receivers shall be screened from public view and located off alleys.	Conformance YES
Commission Finding	Garbage is currently being stored within the existing garage and will continue to be stored in this location after construction is complete.	
16.04.080.C.5.h Architectural	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.	Conformance YES
Commission Finding	The existing structure and the proposed addition feature weather protection devices including gutters and downspouts as well as a snow retention system (Sheet 2.08) to prevent dripping water and sliding snow on pedestrian gathering and circulation areas. A flat metal awning exists over the front entry to provide weather protection for the occupants.	
16.04.080.C.6.a Circulation Design	Pedestrian, equestrian and bicycle access shall be located to connect with existing and anticipated easements and pathways.	Conformance N/A
Commission Finding	This standard is not applicable because the proposed addition is located in the Lava Street area, an existing low-density residential neighborhood. The subject property is not contiguous of existing pedestrian, equestrian, or bicycle easements or pathways.	
16.04.080.C.6.b Circulation Design	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.	Conformance N/A
Commission Finding	This standard is not applicable because the subject property is located within the LR zone and sidewalks are not required to be installed for this project.	
16.04.080.C.6.c Circulation Design	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.	Conformance YES
Commission Finding	Pedestrian, vehicular, and bicycle access exist to the subject property off Lava Street. The driveway for the residence is compliant with city standards.	
16.04.080.C.6.d Circulation Design	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	Conformance YES

	conditions or current/projected traffic levels or speed, the City Engineer may increase the minimum distance requirements.	
Commission Finding	The existing driveway for the residence is greater than 20 feet from the nearest intersection.	
16.04.080.C.6.e Circulation Design	Unobstructed access shall be provided for emergency vehicles, snowplows, garbage trucks and similar service vehicles to all necessary locations within the proposed project.	Conformance YES
Commission Finding	Access for emergency vehicles, snowplows, and garbage trucks is provided along Lava Street.	
16.04.080.C.7 Public Amenities	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 Streets and Facilities Department prior to Design Review approval from the Planning and Zoning Commission.	Conformance N/A
Commission Finding	This standard is not applicable because the subject property is located within the LR zone and sidewalks are not required to be installed for this project.	
16.04.080.C.8.a Underground Encroachments	Encroachments of underground building(s) or portions of building(s) into required setbacks are subject to 16.02.070.A.10 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.	Conformance YES
Commission Finding	Once the exterior stair on the west side of the structure is relocated to comply with the side setback requirements, the footing for it will likely continue to encroach within the setback underground. The underground encroachment of the footing does not conflict with any easements, existing underground structures, sensitive ecological areas, soil stability, or drainage. The footing's below-grade encroachment complies with the standards for encroachments of below-grade structures into required setbacks in KMC 16.02.070.A.10.	
16.04.080.C.8.b Underground Encroachments	No below grade structure shall be permitted to encroach into the riparian setback.	Conformance N/A
Commission Finding	This standard is not applicable because the subject property is not located within the floodplain.	

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 Planning and Zoning Commission has authority to hear the applicant's Mountain Overlay Design Review Application pursuant to Chapter 16.07 of Ketchum Municipal Code Title 16.

3. The City of Ketchum Planning Department provided notice for the review of this application in accordance with Ketchum Municipal Code §16.07.020.E.6.

4. The Mountain Overlay Design Review Application is governed under Ketchum Municipal Code §16.02.070.5 and §16.07.030.C.

5. The Mountain Overlay Design Review Application File No. P26-018 meets all applicable standards specified in Title 16 of Ketchum Municipal Code.

DECISION

THEREFORE, the Ketchum Planning and Zoning Commission approves of the Brown Residence Addition Mountain Overlay Design Review Application File No. P26-018 this Wednesday, July 1, 2026, subject to the following conditions of approval.

CONDITIONS OF APPROVAL

1. This Design Review approval is based on the project plans presented at the June 17, 2026, Planning and Zoning Commission meeting. 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 review by the Commission and/or removal.
2. Prior to issuance of a building permit, the applicant shall submit revised plans demonstrating compliance with the minimum required west side setback. The exterior stair on the west elevation shall be relocated or otherwise modified as necessary to achieve compliance with the minimum side setback requirement of 19'-4", subject to Planning staff review and approval.
3. The applicant shall submit final civil drawings prepared by an engineer registered in the State of Idaho which include specifications for circulation design, utilities, and drainage improvements for review and approval by the City Engineer, Streets, and Utilities departments prior to issuance of a building permit for the project.
4. 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.
5. In addition to the requirements set forth in this Design Review approval, this project shall comply with all applicable local, state, and federal laws.

Administrative Appeal Notice: Applicant has the opportunity, pursuant to Ketchum Municipal Code 16.07.020.H to administratively appeal this Decision to the City Council.

Regulatory Taking Analysis Notice: Applicant has the opportunity, pursuant to Idaho Code 67-8003, to submit a written request for a regulatory taking analysis of this Decision.

Findings of Fact **adopted** this 1st day of July 2026.

Tim Carter, Chair
City of Ketchum
Planning and Zoning Commission

Exhibit A

Brown Residence Addition
MO Design Review Submittal:
Project Plan Set

Michael Doty Associates

18 May 2026

200 Lava Street Design Review – Project Narrative
Mountain Overlay Design Review Application

City of Ketchum Planning & Building Department,

The existing Brown residence is a 2,827 sf single story two-bedroom home, with a single car garage located at 200 Lava Street Ketchum, Idaho. The site is a .45-acre property located at the edge of east Ketchum city limits north of the gem streets, within the Mountain overlay district. The proposed addition aims to expand the existing livable space by adding three bedrooms and additional garage space, increasing the square footage of the home by 2,138 sf. This expansion will increase the overall lot coverage from 29.09% to 33.16%.

The existing design vernacular is of a mountain modern style with exposed beams, stone, architectural concrete, and light brown / grey wood siding. While nestled in the old-growth surroundings of aspen trees and evergreens the home maintains plenty of privacy from adjacent streets while capitalizing on the expansive views with various shed roofs opening the living spaces outward to the natural landscape. The proposed addition consists of expanding the garage footprint adding two-bedrooms directly above, and an exterior stair down to a new lower-level guest suite. This addition seeks to maintain the existing vernacular while expanding its architectural features to appear as part of the original construction.

We appreciate the City's time and effort reviewing our Mountain Overlay Design Review Application and look forward to further discussion.

Post Office Box 2792
371 Washington
Avenue North
Ketchum, ID 83340
Tel. 208.726.4228
www.mda-arc.com



INDEX TO DRAWINGS

SITE INFORMATION SHEETS

0.10	TITLE SHEET
C0.20	SURVEY
Grand total: 2	

CIVIL SHEETS

C 1.0	SITE PLAN
C 2.0	GRADING & DRAINAGE PLAN
C 3.0	DETAILS
Grand total: 3	

LANDSCAPE SHEETS

L 1.0	EXISTING CONDITIONS / DEMOLITION
L 2.0	SITE PLAN
L 3.0	LANDSCAPE PLAN
L 3.1	SPECIFICATIONS
Grand total: 4	

ARCHITECTURAL SHEETS

1.00	EXISTING ARCHITECTURAL SITE PLAN
1.01	PROPOSED ARCHITECTURAL SITE PLAN
1.02	SITE PHOTOMETRIC STUDY
1.03	EXTERIOR LIGHTING
1.04	VIEW CORRIDORS
1.05	EXISTING / PROPOSED EXTERIOR FINISHES
2.00	SQUARE FOOTAGE CALCULATIONS
2.01	EXISTING / DEMO FOUNDATION PLAN
2.02	PROPOSED FOUNDATION PLAN
2.03	PROPOSED LOWER LEVEL FLOOR PLAN
2.04	EXISTING / DEMO FIRST FLOOR PLAN
2.05	PROPOSED FIRST FLOOR PLAN
2.06	PROPOSED SECOND FLOOR AND LOWER ROOF PLAN
2.07	EXISTING / DEMO ROOF PLAN
2.08	PROPOSED ROOF PLAN
3.01	EXISTING AND PROPOSED EAST ELEVATION
3.02	EXISTING AND PROPOSED SOUTH ELEVATION
3.03	EXISTING AND PROPOSED WEST ELEVATION
3.04	EXISTING AND PROPOSED NORTH ELEVATIONS
4.00	BUILDING SECTIONS - HEIGHT VERIFICATION
4.01	BUILDING SECTIONS
10.00	EXTERIOR RENDERING
10.01	EXTERIOR RENDERING
10.02	EXTERIOR RENDERING
10.03	EXTERIOR RENDERING
10.04	EXTERIOR RENDERING
Grand total: 26	

MATERIAL SYMBOLS

PLAN AND SECTION

- EARTH / TOP SOIL
- WASHED ROCK
- ASPHALT PAVING / ROADBED MATL.
- CONCRETE
- BRICK
- CONCRETE MASONRY UNIT
- CUT STONE
- STEEL
- ALUMINUM
- PLYWOOD
- FINISH WOOD
- SAND, PLASTER, GYPSUM BOARD
- BATT INSULATION
- BIBS INSULATION
- RIGID INSULATION
- SPRAY FOAM INSULATION
- WALL - NEW CONSTRUCTION
- WALL - EXISTING TO REMAIN
- WALL - TO BE DEMOLISHED

ELEVATION

- SIDING - WOOD
- SIDING - FIBER CEMENT PANEL/PHENOLIC CORE PANEL
- BRICK
- CONCRETE
- STUCCO
- GLASS
- CONCRETE MASONRY UNIT

PROJECT DATA

PARCEL NUMBER:	RPK0473000002A		
ZONING:	LIMITED RESIDENTIAL DISTRICT / MOUNTAIN OVERLAY DISTRICT		
CONSTRUCTION TYPE:	WOOD FRAME		
OCCUPANCY:	R-3 SINGLE FAMILY RESIDENTIAL		
BUILDING AREA (GROSS):	EXISTING LOWER-LEVEL STORAGE	487	SF
	EXISTING LOWER-LEVEL MECHANICAL	206	SF
	PROPOSED LOWER LEVEL ADDITION	981	SF
	EXISTING 1ST FLOOR	2,460	SF
	PROPOSED 1ST FLOOR STAIR ADDITION	84	SF
	PROPOSED 1ST FLOOR BATH ADDITION	16	SF
	EXISTING GARAGE	367	SF
	PROPOSED 1ST FLOOR GARAGE ADDITION	251	SF
	PROPOSED 2ND FLOOR ADDITION	806	SF
	TOTAL	5,638	SF
FIRE SPRINKLER SYSTEM:	EXISTING - NONE		
LOT AREA:	19,512 SQ. FT. (.45 ACRES)		
CODES:	2018 INTERNATIONAL RESIDENTIAL CODE (2018 IRC) AS AMENDED BY THE STATE OF IDAHO AND CITY OF KETCHUM BUILDING DEPT.		
JURISDICTIONS:	CITY OF KETCHUM PLANNING & ZONING CITY OF KETCHUM BUILDING DEPARTMENT CITY OF KETCHUM FIRE DEPARTMENT		

PROJECT TEAM

OWNER:
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rmbrowns@sbcglobel.net

ARCHITECT:
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LANDSCAPE DESIGNER
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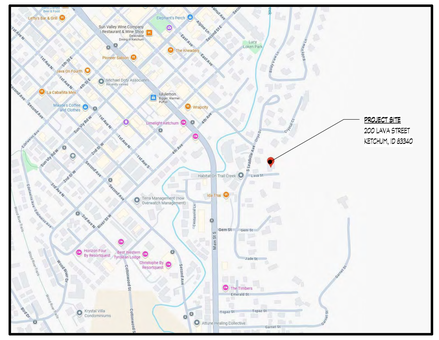


VICINITY MAP

TITLE SHEET

0.10

BROWN SFR - ADDITION

200 LAVA STREET
KETCHUM, IDAHO 83340

MOUNTAIN OVERLAY DESIGN REVIEW
05/18/2026

Architects
Michael Doty Associates

© Michael Doty Associates, Architects

LEGEND

- PROPERTY LINE
- ADJOINER'S LOT LINE
- CENTERLINE
- EASEMENT (TYPE AND WIDTH AS NOTED)
- 5' CONTOUR INTERVAL
- 1' CONTOUR INTERVAL
- TREE BOUNDARY
- FLOW LINE OF DITCH
- BUILDING
- DECK
- EOA / EOA — ASPHALT
- RETAINING WALLS / DIVIDING WALLS
- CONCRETE DECK/PATIO
- GRAVEL PATH
- PAVER DRIVE
- ROCK PAVER LANDING
- CULVERT
- MOD — MOUNTAIN OVERLAY DISTRICT LINE (DIGITIZED FROM CITY OF KETCHUM GIS MAP)
- W — WATER MAIN
- WS — WATER SERVICE LINE
- S — SEWER MAIN
- SS — SEWER SERVICE
- T — BURIED TELEPHONE LINE
- BURIED POWER LINE
- FOUND XXXXXXXX PIPE AS NOTED
- FOUND 1/2" REBAR (MARKED AS NOTED)
- WATER METER
- FIRE HYDRANT
- FROST FREE HYDRANT
- WATER VALVE
- GM — GAS METER
- CT — CABLE TV RISER
- TM — TELEPHONE MANHOLE
- PB — POWER BOX
- POWER METER
- VALVE BOX
- SD — STORM DRAIN MANHOLE
- DRY WELL
- SEWER MANHOLE
- SEWER CLEANOUT
- STEEL FENCE POST (SFP) POST
- PM — POWER MARKER
- GM — GAS MARKER
- CTV — CABLE TV MARKER

- DECIDUOUS TREE
- CONIFEROUS TREE

CMP = CORRUGATED METAL PIPE
FF ELEV = FINISHED FLOOR ELEVATION
GFF ELEV = GARAGE FINISHED FLOOR
WC = WITNESS CORNER

NOTES

SURVEY NARRATIVE:

1. THE PURPOSE OF THIS MAP IS TO SHOW SITE INFORMATION AS IT EXISTED ON THE DATE THE FIELD SURVEY WAS PERFORMED IN RELATION TO PLATTED LOT LINES. CHANGES MAY HAVE OCCURRED TO SITE CONDITIONS SINCE SURVEY DATE. LOT LINES ARE BASED ON FOUND MONUMENTS. ALL FOUND MONUMENTS WERE ACCEPTED AS EITHER ORIGINAL CORNERS, OR REPLACEMENTS OF ORIGINAL CORNERS.REFERENCED SURVEYS:
   - 1.A. LEADVILLE SUBDIVISION, INST. NO. 191260;
   - 1.B. CRYSTAL ACRES SUBDIVISION; INST. NO. 226910;
   - 1.C. RECORD OF SURVEY, INST. NO. 245208;
   - 1.D. LOT 4, CRYSTAL ACRES SUBDIVISION;
   - 1.E. RECORD OF SURVEY, INST. NO. 315648;
   - 1.F. RECORD OF SURVEY, INST. NO. 386101;
   - 1.G. ESMERALDA SUBDIVISION, INST. NO. 386969;
   - 1.H. LAVA STREET SUBDIVISION, INST. NO. 449159;
   - 1.I. LOT 3A, CRYSTAL ACRES SUBDIVISION, INST. NO. 514079;
   - 1.J. LOT 1A, BLOCK A, LAVA STREET SUBDIVISION;
   - 1.K. LOT 2A, BLOCK 1, LAVA STREET SUBDIVISION, INST. NO. 628110;
   - 1.L. RECORD OF SURVEY, INST. NO. 666404;
   - 1.M. LAVA STREET SUBDIVISION: BLOCK 1, LOT 1B, INST. NO. 706368, -RECORDS OF BLAINE COUNTY, IDAHO.
2. BOUNDARY DIMENSIONS SHOWN HEREON ARE MEASURED. FOR RECORD DIMENSIONS, SEE REFERENCED SURVEYS.
3. BASIS OF BEARINGS IS IDAHO STATE PLANE COORDINATE SYSTEM, NAD83, CENTRAL ZONE AS DERIVED BY GPS OBSERVATIONS. ALL DISTANCES SHOWN ARE GROUND DISTANCES IN FEET.
4. VERTICAL DATUM: ELEVATIONS BASED ON NAVD 88 (GEOID18) DATUM UTILIZING SMARTNET CORS STATION IDKM.
5. THIS MAP WAS PREPARED FOR THE EXPRESS USE OF THE CLIENT AND IS NOT TRANSFERABLE TO OTHERS WITHOUT WRITTEN CONSENT BY GALENA-BENCHMARK ENGINEERING AND IS NOT VALID OR TO BE USED BY OTHER PARTIES FOR ANY REASON INCLUDING BUT NOT LIMITED TO REAL ESTATE TRANSACTIONS, BUILDING APPLICATIONS, PERMITS, ETC.
6. A TITLE POLICY HAS NOT BEEN SUBMITTED TO GALENA-BENCHMARK ENGINEERING, NOR HAS A TITLE SEARCH BEEN REQUESTED. CERTAIN INFORMATION CONTAINED WITHIN SAID POLICY MAY NOT APPEAR ON THIS MAP OR MAY AFFECT ITEMS SHOWN ON THIS MAP.
7. ELECTRONIC DATA: GALENA-BENCHMARK ENGINEERING ACCEPTS NO RESPONSIBILITY OR LIABILITY FOR THE REUSE, DISTRIBUTION OR ACCURACY OF DATA CONTAINED ON ELECTRONIC COPIES OF THIS DRAWING. THE STAMPED HARD COPY OF THIS DRAWING IS THE FINAL PRODUCT.
8. THIS DRAWING IS VOID AFTER 2 YEARS AND NO FURTHER COPIES OR DIGITAL FILES WILL BE TRANSMITTED.

EASEMENTS, ENCUMBRANCES AND RESTRICTIONS:

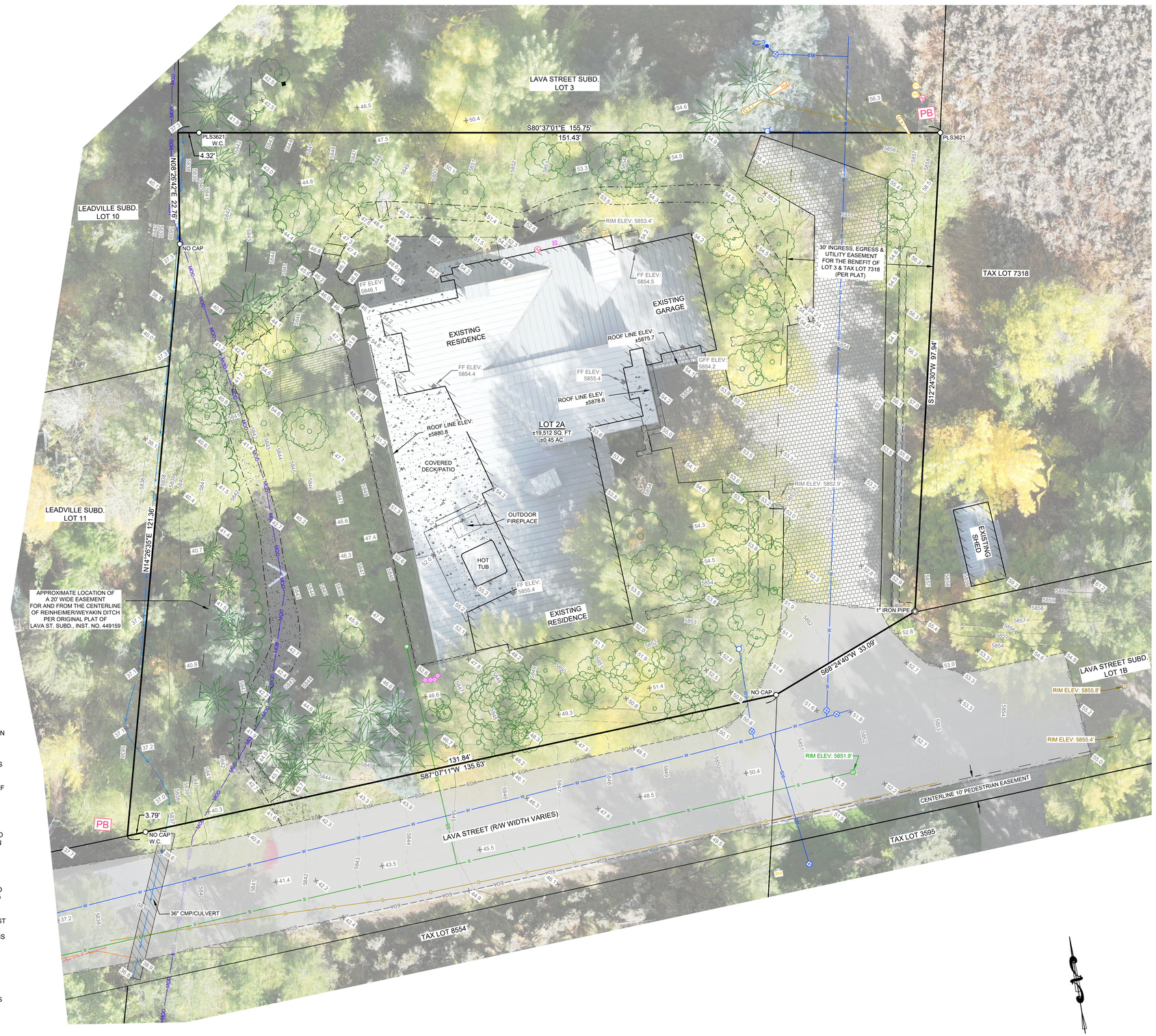
9. BUILDING AREA: BUILDING SETBACK AND FOOTPRINT REQUIREMENTS ARE PER CURRENT CITY/COUNTY ORDINANCES AND MAY VARY FROM PLATS. IT IS RECOMMENDED THAT SAID ORDINANCES BE REVIEWED PRIOR TO DESIGN.
10. GENERAL RESTRICTIONS : EXCEPT AS SPECIFICALLY STATED OR SHOWN ON THIS MAP, THIS SURVEY DOES NOT PURPORT TO REFLECT ANY OF THE FOLLOWING WHICH MAY BE APPLICABLE TO THE SUBJECT OF REAL ESTATE: EASEMENTS, OTHER THAN THOSE SHOWN OR LISTED HEREON, BUILDING SETBACK LINES, RESTRICTIVE COVENANTS, SUBDIVISION RESTRICTIONS, ZONING, WETLANDS, AVALANCHE OR ANY OTHER LAND-USE REGULATIONS OR HAZARDS.

SURVEY AND SITE FEATURES:

11. BOUNDARY LINES AND CERTAIN EASEMENTS SHOWN HEREON ARE PER PLAT. REFER TO PLAT & CC&R'S FOR CONDITIONS AND/OR RESTRICTIONS REGARDING THIS PROPERTY.
12. UNDERGROUND UTILITIES AND DRAIN PIPES WERE NOT LOCATED AND IF SHOWN HEREON ARE PER SURFACE EVIDENCE AND CITY OF KETCHUM UTILITY MAPS. OTHER UNDERGROUND UTILITIES MAY EXIST. LOCATION OF UNDERGROUND UTILITIES AND SERVICES SHOULD BE CONFIRMED PRIOR TO EXCAVATION OR DESIGN.
13. DUE TO VARYING FINISH MATERIALS, BUILDING WALLS IF SHOWN HEREON ARE APPROXIMATE OUTSIDE FACE OF BUILDING UNLESS OTHERWISE NOTED. IT IS RECOMMENDED THAT THE LANDOWNER OR CLIENT RETAIN THE SERVICES OF A SPECIALIST IN ORDER TO ASCERTAIN AN ARCHITECTURAL AS-BUILT, IF DETAILED ARCHITECTURAL FEATURES OR FLOOR PLANS OF EXISTING STRUCTURES ARE REQUIRED. BUILDING FOOTPRINTS ARE SHOWN TO RELATE THEIR LOCATION TO LOT LINES. THIS SURVEY DOES NOT PURPORT TO SUBSTITUTE AN ARCHITECTURAL AS-BUILT.
14. SOME TREE LOCATIONS AND DRIP LINES SHOWN ARE APPROXIMATE AND NOT ALL TREE LOCATIONS MAY BE SHOWN.
15. ORTHOPHOTOGRAPHY: PHOTO RECTIFIED AT GROUND LEVEL ONLY. IMAGES OF OBJECTS ABOVE GROUND LEVEL (TREES, BUILDINGS, POWER POLES, ETC.,) MAY BE DISPLACED. DATE OF PHOTOGRAPHY: OCTOBER 1ST, 2025.
16. CONTOUR INTERVAL: 1'
17. MAP SCALE: DUE TO ELECTRONIC MAP DELIVERY AND ALTERNATE PRINTING METHODS, PLEASE USE BAR SCALE TO DETERMINE ACTUAL PRINTED SCALE.
18. FEATURES OBSCURED FROM VIEW BY DEBRIS, VEGETATION OR VEHICLES AT THE TIME OF SURVEY, DO NOT APPEAR ON THIS MAP.

WETLANDS

WETLANDS AND RIPARIAN: CERTAIN AREAS WITHIN THIS MAP MAY CONTAIN RIPARIAN, RIVERINE OR WETLANDS CONDITIONS. SAID AREAS AND THE LOCATION OF ORDINARY HIGH WATER (OHW), IF SHOWN HEREON, ARE SUBJECT TO INTERPRETATION. IT IS RECOMMENDED THAT THE LANDOWNER OR CLIENT RETAIN THE SERVICES OF AN ENVIRONMENTAL SPECIALIST IN ORDER TO ASCERTAIN IF SAID CONDITIONS EXIST, AND TO FURTHER IDENTIFY SAID AREAS IF THEY DO EXIST. PERMITS MAY BE REQUIRED FROM LOCAL, STATE OR FEDERAL AGENCIES PRIOR TO CONSTRUCTION, EXCAVATION OR FILL ACTIVITIES.



LAVA STREET SUBDIVISION BLOCK 1, LOT 2A

LOCATED WITHIN T.4N., R.18E., SECTION 18, B.M., CITY OF KETCHUM, BLAINE COUNTY, IDAHO
PREPARED FOR: ROB & MARY BROWN

PROJECT INFORMATION
G:\BM\ALL\Lava Street Subdivision\Lot 2A\25274\dwg\Topo\25274 Topo.dwg 02/17/26 2:43:15 PM

PROFESSIONAL LAND SURVEYOR — LICENSED — Robert O. Breier — 20893 — 2/17/2026 — STATE OF IDAHO — ROBERT O. BREIER

DESIGNED BY:	
DRAWN BY:	BRS
CHECKED BY:	ROB
SURVEY DATE:	09/30/2025

PURPOSE: ISSUE FOR REVIEW

NO	DATE	BY	REVISIONS
1	02/17/2026	BRS	ADDED MEASURED ROOF LINE ELEVATIONS AND MOD LINE

GALENA-BENCHMARK ENGINEERING
Civil Engineers & Land Surveyors
P.O. Box 733
100 Bell Drive
Ketchum, Idaho 83340
(208) 726-9512
www.benchmark-associates.com

SURVEYING ENGINEERING PLANNING — GALENA ELEVATION ABOVE SEA LEVEL 9230 FEET — BENCHMARK

C0.20

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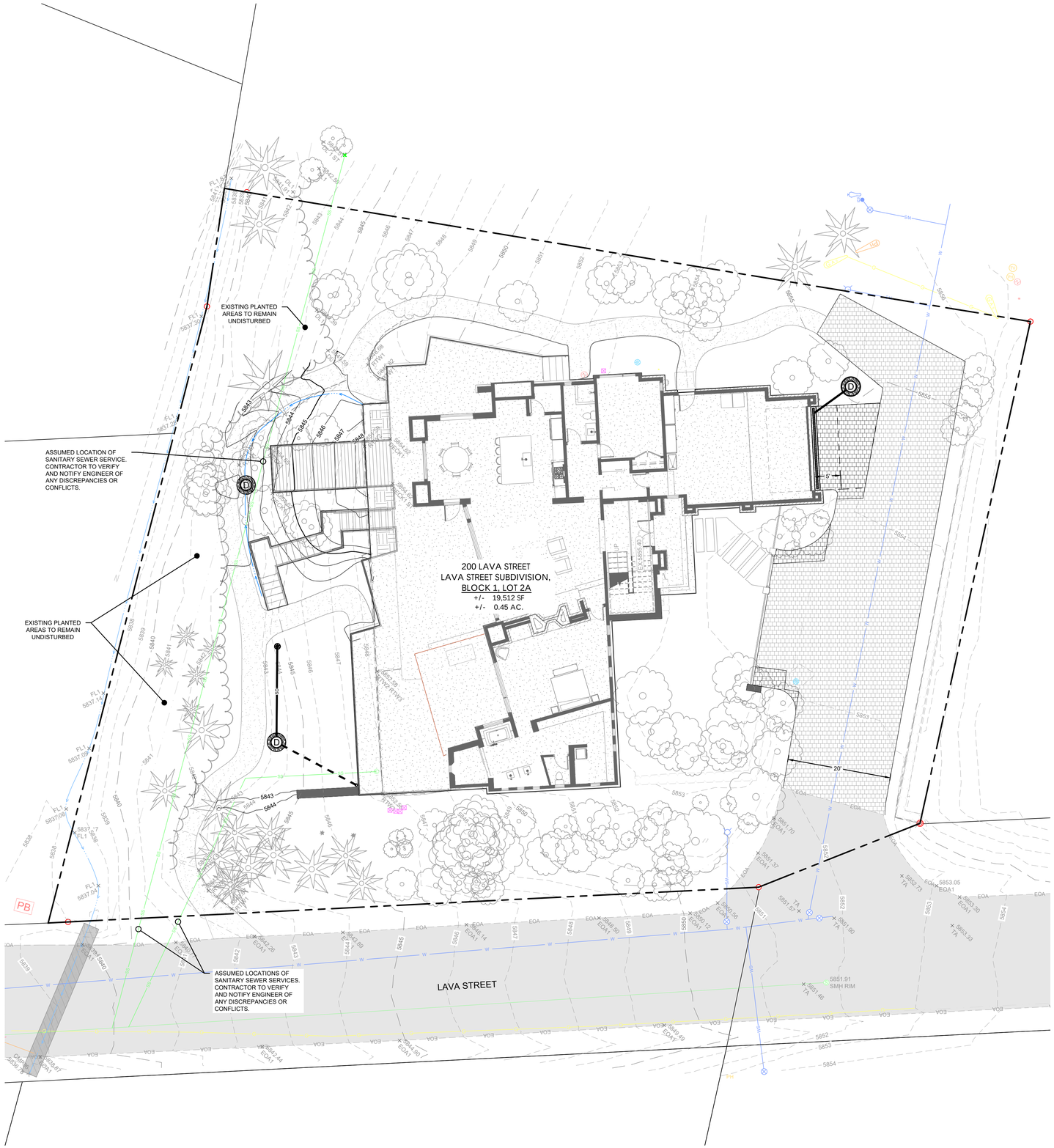

GENERAL NOTES

1. ALL CONSTRUCTION SHALL CONFORM WITH THE CURRENT EDITION OF THE THE IDAHO STANDARDS FOR PUBLIC WORKS CONSTRUCTION (ISPWC) STANDARD DRAWINGS & SPECIFICATIONS AND THE CITY OF KETCHUM REVISIONS TO THE IDAHO STANDARDS FOR PUBLIC WORKS CONSTRUCTION (CITY OF KETCHUM RIGHT-OF-WAY STANDARDS) DATED NOVEMBER 2022. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING AND KEEPING A COPY OF THESE STANDARDS & SPECIFICATIONS ONSITE DURING CONSTRUCTION. ALL WORK SHALL BE IN ACCORDANCE WITH THE AUTHORITY HAVING JURISDICTION'S SPECIFICATIONS AND SHALL BE APPROVED BY SUCH. IN THE EVENT OF ANY DISCREPANCY BETWEEN THE STANDARDS AND SPECIFICATIONS REFERENCED HEREIN, THE MOST STRINGENT SET OF REQUIREMENTS SHALL APPLY.
2. 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. THE CONTRACTOR SHALL CALL DIGLINE TO LOCATE ALL EXISTING UNDERGROUND UTILITIES A MINIMUM OF 48 HOURS IN ADVANCE OF EXCAVATION ACTIVITIES.
3. AREAS TO BE DISTURBED SHALL BE IMPROVED PER THE CIVIL PLANS OR RESTORED TO THEIR ORIGINAL OR BETTER CONDITION . CONTRACTOR SHALL REPAIR ANY EXISTING FEATURES THAT ARE DAMAGED DURING CONSTRUCTION TO THEIR ORIGINAL OR BETTER CONDITION.
4. THE CONTRACTOR SHALL OBTAIN ALL NECESSARY PERMITS PRIOR TO CONSTRUCTION. THIS INCLUDES, BUT IS NOT LIMITED TO: ENCROACHMENT PERMITS, NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM (NPDES) AND CONSTRUCTION GENERAL PERMIT (CGP) PERMIT COVERAGE.
5. SITE BOUNDARY, TOPOGRAPHY, UTILITY, AND EXISTING CONDITIONS INFORMATION ARE TAKEN FROM A SURVEY BY GALENA-BENCHMARK ENGINEERING DATED 10/24/2025. ALL SITE INFORMATION IS TO BE FIELD VERIFIED BY THE CONTRACTOR PRIOR TO COMMENCING CONSTRUCTION.
6. THE CONTRACTOR SHALL PROTECT ALL MONUMENTS, IRON PINS, AND PROPERTY CORNERS DURING CONSTRUCTION.
7. THE CONTRACTOR SHALL BE RESPONSIBLE FOR VERIFYING THAT THE PROPOSED IMPROVEMENTS SHOWN ON THE PLANS DO NOT CONFLICT WITH ANY KNOWN EXISTING OR OTHER PROPOSED IMPROVEMENTS. IF ANY CONFLICTS ARE DISCOVERED, THE CONTRACTOR SHALL NOTIFY THE OWNER AND ENGINEER PRIOR TO INSTALLATION OF ANY PORTION OF THE SITE WORK THAT WOULD BE AFFECTED. FAILURE TO NOTIFY OWNER OF ANY IDENTIFIABLE CONFLICT PRIOR TO PROCEEDING WITH INSTALLATION RELIEVES OWNER OF ANY OBLIGATION FOR A RELATED CHANGE ORDER.
8. ANY DISCREPANCIES IN THE DRAWINGS SHALL BE IMMEDIATELY BROUGHT TO THE ATTENTION OF THE OWNER AND ENGINEER BEFORE COMMENCING WORK. NO FIELD CHANGES OR DEVIATIONS FROM THE PLANS ARE TO BE MADE WITHOUT PRIOR APPROVAL OF THE OWNER AND NOTIFICATION TO THE ENGINEER.
9. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE RELOCATIONS OF ALL UTILITIES, STORM DRAINAGE, SIGNS, ETC. AS REQUIRED TO INSTALL THE PROPOSED IMPROVEMENTS.
10. THE CONTRACTOR IS RESPONSIBLE FOR HIRING A MATERIALS TESTING COMPANY TO VERIFY THAT ALL COMPACTION AND MATERIAL PLAN AND SPECIFICATION REQUIREMENTS ARE MET. QUALITY CONTROL DOCUMENTATION OF TESTING FOR WORK IN CITY RIGHTS-OF-WAY MEETING CITY OF KETCHUM CODE SECTION 12.04.040 (CONCRETE, AGGREGATE BASE COMPACTION, ASPHALT COMPACTION) WILL BE NECESSARY FOR CERTIFICATE OF OCCUPANCY.
11. ALL EDGES OF EXISTING ASPHALT PAVING SHALL BE SAWCUT TO PROVIDE A CLEAN PAVEMENT EDGE. SAWCUT LINE ALONG WOOD RIVER DRIVE SHALL MAINTAIN A 26' WIDTH (MINIMUM) PAVED ASPHALT SURFACE ALONG THE ENTIRE LENGTH OF THE PROJECT.
12. ALL TRENCHING IN CITY OF KETCHUM RIGHT-OF-WAY SHALL BE PERFORMED IN ACCORDANCE WITH CITY OF KETCHUM STANDARD DRWAING NO. 12 "TYPICAL TRENCH."

SITE LEGEND

- EXISTING ASPHALT PAVEMENT (TO REMAIN)
- EXISTING PAVER DRIVEWAY (REMOVE & REPLACE WITH SNOWMELT SYSTEM UNDERLAY PER DETAIL 1 / C3.0)
- PROPOSED HEATED PAVER DRIVEWAY PER DETAIL 1 / C3.0
- HEATED GRAVEL PATHWAY
- PROPOSED RETAINING WALL (DESIGN BY OTHERS)
- SUBJECT PROPERTY LINE
- ADJOINER'S PROPERTY LINE
- BUILDING FOOTPRINT
- 5950 EXISTING MAJOR CONTOUR
- 5949 EXISTING MINOR CONTOUR
- 5950 PROPOSED MAJOR CONTOUR
- 5949 PROPOSED MINOR CONTOUR

N

0 10 20 Feet

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PROJECT
200 LAVA STREET CIVIL SET
200 LAVA ST., KETCHUM, ID 83340
LAVA STREET SUBDIVISION, BLOCK 1, LOT 2A

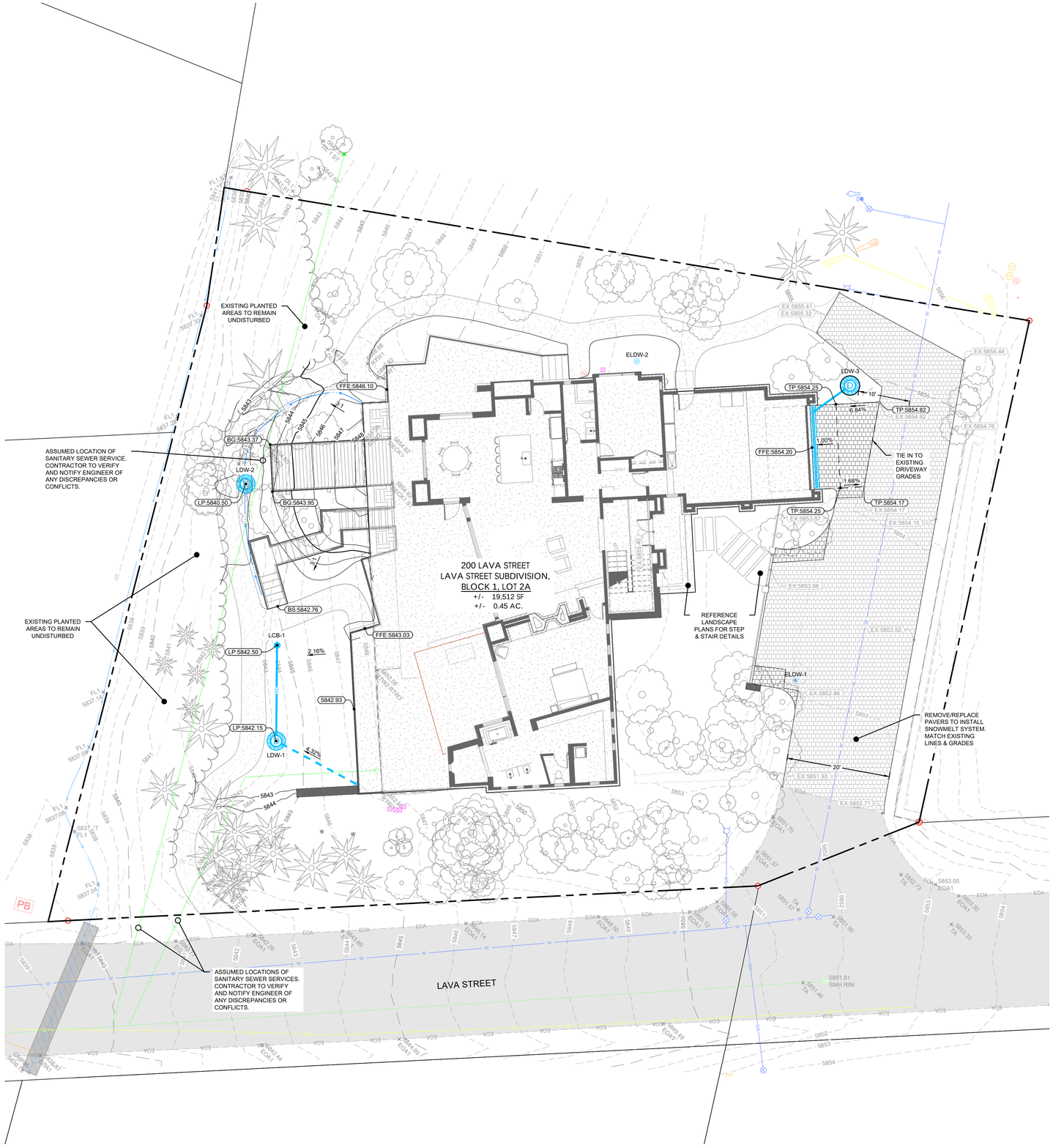
PROFESSIONAL ENGINEER LICENSED 21244 5/15/26 STATE OF IDAHO MATT SMITHMAN

NO.	DESCRIPTION	DATE	BY
A	MOOR SUBMITTAL SET	04/22/2026	MS
B	MOOR SUBMITTAL SET - REVISED	05/15/2026	MS

DRAWN BY MS
REVIEWED BY MS
DATE 05/15/26
PROJECT NO. 26003

TITLE
SITE PLAN

SHEET NO.
C1.0



GRADING & DRAINAGE NOTES

1. ALL CLEARING AND GRUBBING SHALL CONFORM TO ISPWC SECTION 201.
2. ALL EXCAVATION AND EMBANKMENT SHALL CONFORM TO ISPWC SECTION 202.
3. THE 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. DENSITY MEASUREMENTS SHALL BE PERFORMED BY A THIRD-PARTY TESTING COMPANY OR THE SUBGRADE MAY BE PROOF-ROLLED AT THE APPROVAL OF THE ENGINEER.
   - 3.1. PROOF-ROLLING: AFTER EXCAVATION TO THE SUBGRADE ELEVATION AND PRIOR TO THE PLACEMENT OF COURSE GRAVEL, THE CONTRACTOR SHALL PROOF-ROLL THE SUBGRADE WITH A 5-TON SMOOTH DRUM ROLLER, LOADED WATER TRUCK, OR LOADED DUMP TRUCK AT THE ENGINEER'S DIRECTION. THE CONTRACTOR SHALL IMMEDIATELY NOTIFY THE ENGINEER OF UNSUITABLE SUBGRADE MATERIAL AREAS AND/OR ANY AREAS NOT MEETING COMPACTION REQUIREMENTS PER THE SPECIFICATIONS. UNSUITABLE OR DAMAGED SUBGRADE IS DEFINED AS WHEN SOIL MOVES, PUMPS, OR DISPLACES UNDER ANY TYPE OF PRESSURE OR ROLLING ACTIVITIES.
   - 3.2. IF, IN THE OPINION OF THE ENGINEER, THE CONTRACTOR'S OPERATIONS RESULT IN DAMAGE TO THE SUBGRADE, THE CONTRACTOR SHALL AT HIS OWN EXPENSE REPAIR THE DAMAGED SUBGRADE BY OVER-EXCAVATING UNSUITABLE MATERIAL TO FIRM SUBSOIL, LINE EXCAVATION WITH AN APPROVED GEOTEXTILE FABRIC, AND BACKFILL WITH PIT RUN GRAVEL.
4. ALL 2" MINUS GRAVEL SHALL CONFORM TO ISPWC SECTION 802, TYPE II (ITD STANDARD 703.04, 2"), SHALL BE PLACED IN CONFORMANCE WITH ISPWC SECTION 801, AND COMPACTED PER ISPWC SECTION 202. MINIMUM COMPACTION OF GRAVEL MATERIAL SHALL BE 90% OF MAXIMUM LABORATORY DENSITY AS DETERMINED BY AASHTO T-99.
5. ALL 3/4" MINUS CRUSHED GRAVEL SHALL CONFORM TO ISPWC SECTION 802, TYPE I (ITD STANDARD 703.04, 3/4" B), SHALL BE PLACED IN CONFORMANCE WITH ISPWC SECTION 802, AND COMPACTED PER ISPWC SECTION 202. MINIMUM COMPACTION OF CRUSHED GRAVEL MATERIAL SHALL BE 95% OF MAXIMUM LABORATORY DENSITY AS DETERMINED BY AASHTO T-99 OR ITD T-91.
6. THE CONTRACTOR SHALL PROVIDE A SMOOTH TRANSITION BETWEEN PROPOSED PAVEMENT, EXISTING PAVEMENT, AND ANY STRUCTURES. ACCORDINGLY, THE CONTRACTOR SHALL ADJUST AND/OR CUT EXISTING PAVEMENT AS NECESSARY TO ASSURE A SMOOTH FIT AND CONTINUOUS GRADE.
7. THE PROPOSED SPOT ELEVATIONS SHOWN ARE FINISHED GRADE ELEVATIONS INCLUDING ASPHALT, PAVERS, AND CONCRETE. REFER TO PAVEMENT SECTIONS AND CURB DETAILS TO ESTABLISH CORRECT SUBBASE OR AGGREGATE BASE COURSE ELEVATIONS PER THE CONTRACT DOCUMENTS.
8. THE CONTRACTOR SHALL REVIEW ALL RECOMMENDATIONS BY THE GEOTECHNICAL ENGINEER PRIOR TO PAVING (IF APPLICABLE).
9. ALL DRAINAGE PIPING SHALL BE PROVIDED WITH A MINIMUM OF 3.0' COVER OVER THE TOP OF PIPE TO FINISHED GRADE IN ALL CASES.
10. DRAINAGE PIPING SHALL BE SLOPED AT 2.0% MINIMUM, UNLESS SPECIFIED OTHERWISE.

GRADING LEGEND

- 5950 — EXISTING MAJOR CONTOUR
- 5949 — EXISTING MINOR CONTOUR
- 5950 — PROPOSED MAJOR CONTOUR
- 5949 — PROPOSED MINOR CONTOUR
- FLOWLINE OF DITCH
- EX:5947.26 — EXISTING SPOT ELEVATION
- 5947.20 — PROPOSED SPOT ELEVATION
- 1.00% — PROPOSED SLOPE - GRADE %
- 3:1 — PROPOSED SLOPE - RUN:RISE

ABBREVIATIONS:
BG = BOTTOM GRADE
BS = BOTTOM OF STEP(S)
CB = CATCH BASIN
DW = DRYWELL
ELDW = EXISTING LANDSCAPE DRYWELL
GFFE = GARAGE FINISHED FLOOR ELEVATION
HP = HIGH POINT
LCB = LANDSCAPE CATCH BASIN
LDW = LANDSCAPE DRYWELL
LP = LOW POINT
FFE = FINISHED FLOOR ELEVATION
TG = TOP GRADE
TP = TOP OF PAVEMENT
TS = TOP OF STEP(S)

STORMWATER LEGEND

- STORMWATER PIPING - 4" DIA. ADS N-12, UNLESS OTHERWISE SPECIFIED
- ROOF DRAIN PIPING - 4" DIA. ADS N-12, UNLESS OTHERWISE SPECIFIED. COORDINATE CONNECTIONS AND ELEVATIONS WITH ARCHITECT, CONNECT TO CATCH BASINS & DRYWELLS AS SHOWN.
- TRENCH DRAIN. ACO K100 4" GALVANIZED STEEL EDGE RAIL, CLASS B LOAD RATING, OR APPROVED EQUAL. INSTALL PER MANUFACTURER'S INSTRUCTIONS.
- ROOF DRAIN/DOWNSPOUT TIE-IN LOCATION (APPROXIMATE). COORDINATE FINAL LOCATIONS WITH ARCHITECTURAL PLANS.
- EXISTING LANDSCAPE DRYWELL
- LANDSCAPE CATCH BASIN PER DETAIL 2 / C3.0. NDS 12" ROUND GRATE OR APPROVED EQUAL.
- LANDSCAPE DRYWELL PER DETAIL 3 / C.30. DIAMETER: 3.5', TYP.
- HDPE-LINED LANDSCAPE DRYWELL PER DETAIL 4 / C3.0. DIAMETER: 3.5', TYP.

STORMWATER STRUCTURE ELEVATION TABLE

STRUCTURE	RIM	INVERT IN	INVERT OUT
ELDW-1	5852.90	-	-
ELDW-2	5853.40	-	-
LCB-1	5842.50	-	(LDW-1) 5839.17
LDW-1	5842.15	(LCB-1) 5838.83	-
LDW-2	5840.50	-	-
LDW-3	5854.10	(TRENCH DRAIN) 5850.77	-

N

0 10 20 Feet

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PROJECT
200 LAVA STREET CIVIL SET
200 LAVA ST., KETCHUM, ID 83340
LAVA STREET SUBDIVISION, BLOCK 1, LOT 2A

PROFESSIONAL ENGINEER
LICENSED
21244
5/15/26
STATE OF IDAHO
MATT SMITHMAN

NO.	DESCRIPTION	DATE	BY
A	MOOR SUBMITTAL SET	04/02/2026	MS
B	MOOR SUBMITTAL SET - REVISED	05/15/2026	MS

DRAWN BY MS
REVIEWED BY MS
DATE 05/15/26
PROJECT NO. 26003

TITLE
GRADING & DRAINAGE PLAN

SHEET NO.
C2.0

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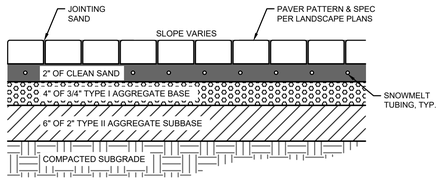
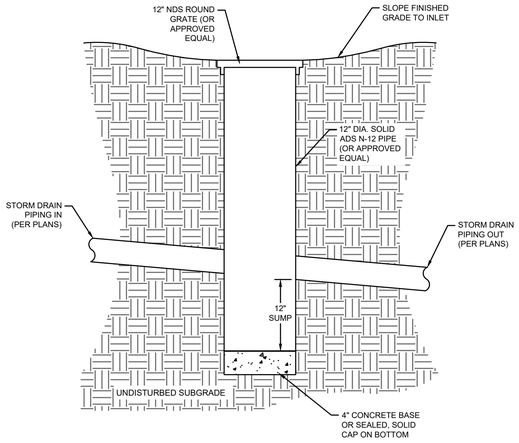


1 C3.0 HEATED PAVER DRIVEWAY SECTION

NOTES:

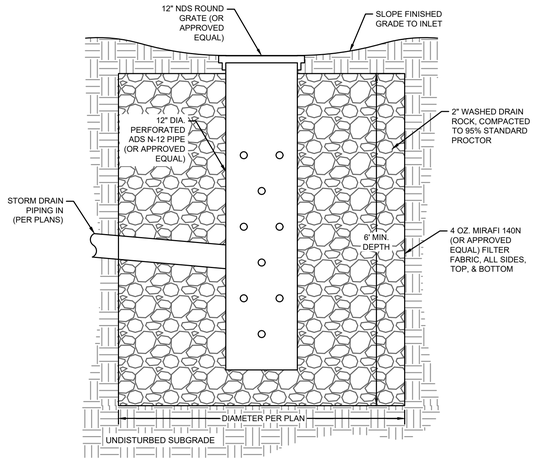
1. SUBBASE CAN BE 2" TYPE II OR ¾" TYPE I CRUSHED AGGREGATE BASE COURSE.
2. MATERIALS SHALL CONFORM WITH THE CURRENT ISPWC STANDARDS, DIVISION 800 AGGREGATES AND ASPHALT, AND CITY OF KETCHUM STANDARDS.
3. SNOWMELT TUBING, CONNECTIONS, AND SYSTEM DETAILS BY OTHERS.



2 C3.0 LANDSCAPE CATCH BASIN DETAIL

NOTES:

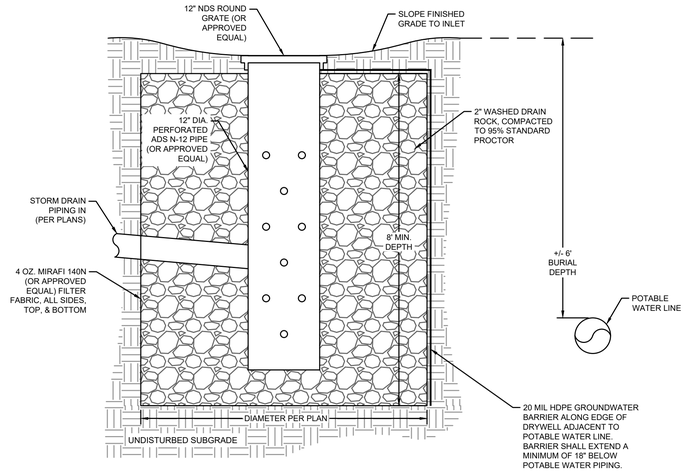
1. CONTRACTOR TO COORDINATE ALL ELEVATIONS WITH PROVIDED PLANS AND NOTIFY ENGINEER OF ANY DISCREPANCIES OF CONFLICTS PRIOR TO INSTALLATION.



3 C3.0 LANDSCAPE DRYWELL DETAIL

NOTES:

1. CONTRACTOR TO COORDINATE ALL ELEVATIONS WITH PROVIDED PLANS AND NOTIFY ENGINEER OF ANY DISCREPANCIES OF CONFLICTS PRIOR TO INSTALLATION.
2. MATERIALS SHALL CONFORM WITH THE CURRENT ISPWC STANDARDS, DIVISION 800 AGGREGATES AND ASPHALT, AND CITY OF KETCHUM STANDARDS.
3. MAXIMUM DEPTH SHALL NOT EXCEED 12 FEET.
4. PROVIDE 25' MINIMUM SEPARATION DISTANCE BETWEEN EDGE OF DRYWELL AND ANY POTABLE WATER LINES.



4 C3.0 HDPE-LINED LANDSCAPE DRYWELL DETAIL

NOTES:

1. CONTRACTOR TO COORDINATE ALL ELEVATIONS WITH PROVIDED PLANS AND NOTIFY ENGINEER OF ANY DISCREPANCIES OF CONFLICTS PRIOR TO INSTALLATION.
2. MATERIALS SHALL CONFORM WITH THE CURRENT ISPWC STANDARDS, DIVISION 800 AGGREGATES AND ASPHALT, AND CITY OF KETCHUM STANDARDS.
3. MAXIMUM DEPTH SHALL NOT EXCEED 12 FEET.
4. PROVIDE 10' MINIMUM SEPARATION DISTANCE BETWEEN EDGE OF DRYWELL AND ANY POTABLE WATER LINES.

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PREPARED FOR
RON & MARY BROWN
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PHONE: (916) 373-9300

PROJECT
200 LAVA STREET CIVIL SET
200 LAVA ST., KETCHUM, ID 83340
LAVA STREET SUBDIVISION, BLOCK 1, LOT 2A

PROFESSIONAL ENGINEER LICENSED 21244 5/15/26 STATE OF IDAHO MATT SMITHMAN

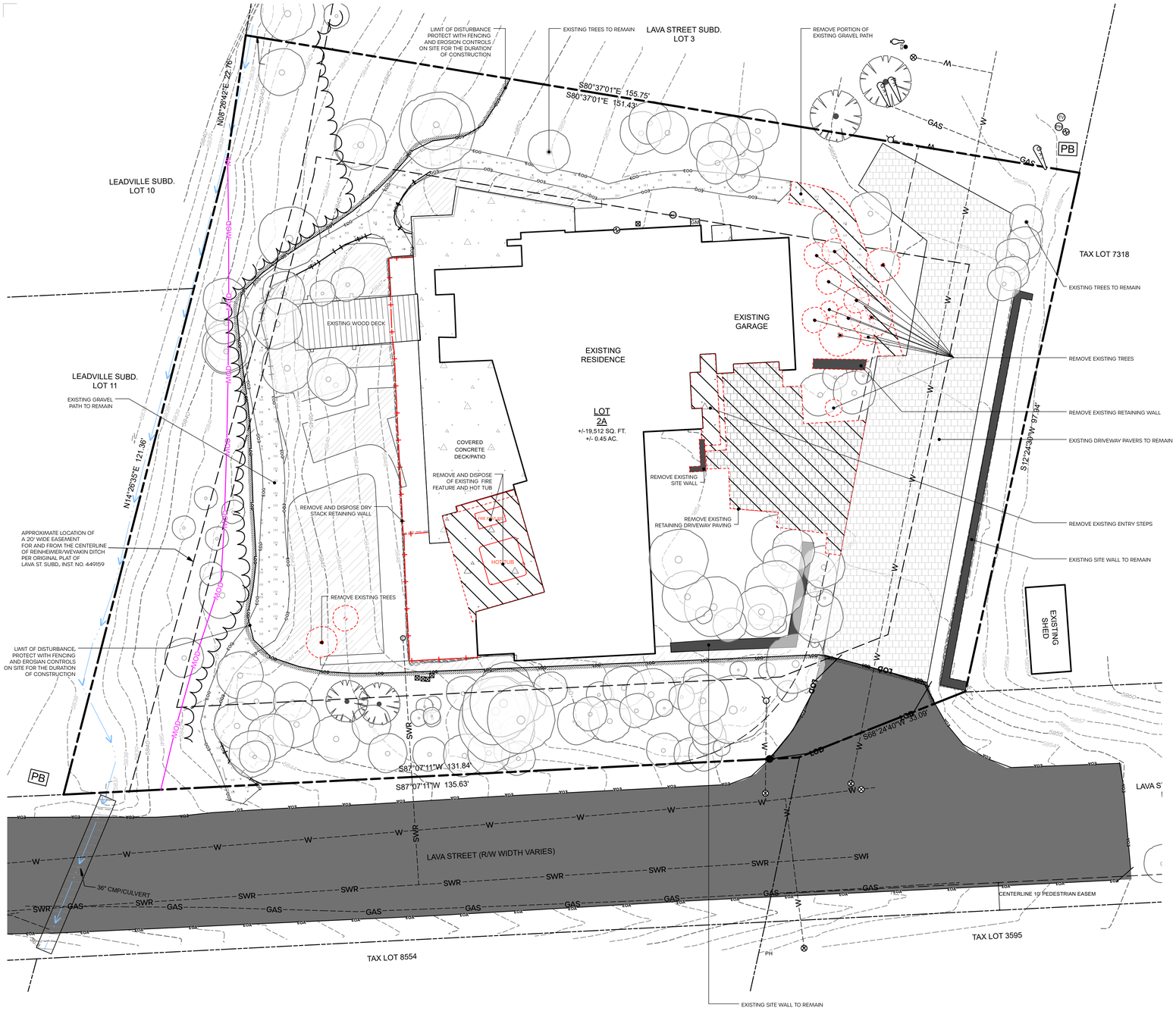
NO.	DESCRIPTION	DATE	BY
A	MODR SUBMITTAL SET	04/02/2026	MS
B	MODR SUBMITTAL SET - REVISED	05/15/2026	MS

DRAWN BY MS
REVIEWED BY MS
DATE 05/15/26
PROJECT NO. 26003

TITLE
DETAILS

SHEET NO.
C3.0

Z:\Shared Projects\26000\26003 - 200 Lava St\01 - CAD\26003-Civil.dwg C3.0 May 15, 2026 5:09pm Plotted By: Matt



DEMOLITION LEGEND

SYMBOL	DESCRIPTION
	Property Line
	Setbacks / Easements
MOD	Mountain Overlay District (MOD)
LOD	Limit of Disturbance
	Construction Fencing / Erosion Controls (Duration of Construciton)
	Existing Drainage and Infrastructure to Remain
	Remove and Dispose of Existing Retaining Wall
	Remove and Dispose Existing Hardscape
	Existing Site Wall
	Remove and Dispose Retaining Wall
	Existing Trees to Remain
	Remove and Dispose Trees

DEMOLITION NOTES:

1. SITE ACCESS OFF OF LAVA STREET ONLY
2. CONSTRUCTION FENCING AND EROSION CONTROLS: ALONG THE EAST PROPERTY LINES AND SOUTHERN LIMIT OF DISTURBANCE (LOD), BLACK SILT FENCING. EQUALLY STAKED STRAW FIBER ROLL CONTROLS AS NEEDED.
3. REMAINING TREES INSTALL 4' ORANGE POLYPROPYLENE FENING ALONG THE TREE DRIP LINES TO PROTECT ROOT AND BRANCHING SYSTEMS.
4. TREE AND STUMP REMOVAL: ALL TREES FOR REMOVAL WILL REQUIRE STUMP EXCAVATION AND BACK FILLED WITH LOAM OR WOODCHIPS. TREES LABELED FOR REMOVAL WHERE STUMP REMOVAL WILL IMPACT ROOT ZONEDS OF ADJACENT TREES TO BE REVIEWED WITH LANDSCAPE ARCHITECT ON-SITE.

NOTE: *ALL UTILITIES WITHIN THE MOUNTAIN OVERLAY DISTRICT (MOD) TO BE UNDERGROUND, PER CITY OF KETCHUM, IF APPLICABLE.*

FORM STUDIO

PROJECT

LAVA STREET RESIDENCE

PROPERTY ADDRESS

200 LAVA STREET
KETCHUM, ID 83340

LEGAL DESCRIPTION

LAVA STREET SUB LOT 2A
BLK 1

DRAWING SET TYPE

CITY OF KETCHUM DESIGN REVIEW

NOTE FOR CONSTRUCTION

DESIGN REVIEW

NOT FOR CONSTRUCTION

DRAWN BY XX
PLOT DATE 5/21/26 4:39:44 PM

ISSUE NO. 1

ISSUE DATE

5/21/26

SHEET SCALE

0 10 20 ft

SCALE: 1" = 10'-0"

NORTH

SHEET TITLE

EXISTING CONDITIONS + DEMOLITION

SHEET NO.

L1.0

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SITE PLAN LEGEND

SYMBOL	DESCRIPTION
	Property Line
	Setbacks / Easements
MOD	Mountain Overlay District (MOD)
LOD	Limit of Disturbance
	Construction Fencing / Erosion Controls (Duration of Construciton)
XXXX	Existing Contours
XXXX	Proposed Contours
	Fence w/ Gate
	Existing CMP and Flow Line
GAS W SWR	Existing Utility (See Survey)
	Existing Tree Line
	Existing Trees to Remain
EOA VOS	Existing Asphalt Drive
	Paver Driveway
	Existing Retaining Wall
	Stone Masonry Wall
	Concrete Paving
	Gravel Paths
	Snow Storage
	Hose Lengths (150')

SNOW STORAGE CALCULATION

DESCRIPTION	TOTAL AREA (SF)
Entry Driveway	+/- 2475 SF
Snow Storage Area	+/- 833 SF
Snow Storage @ Entry =	33.66% of Driveway SF

17.124.170 - MINIMUM STANDARDS FOR ONE-FAMILY DWELLINGS.

C. SNOW STORAGE:

1. SNOW STORAGE AREAS SHALL NOT BE LESS THAN 30 PERCENT OF THE IMPROVED PARKING AND PEDESTRIAN CIRCULATION AREAS.
2. SNOW STORAGE AREAS SHALL BE PROVIDED ON SITE.
3. A DESIGNATED SNOW STORAGE AREA SHALL NOT HAVE ANHY DIMENSION LESS THAN FIVE FEET AND SHALL BE A MINIMUM OF 25 SQUARE FEET.

FO STUDIO RM

PROJECT

LAVA STREET RESIDENCE

PROPERTY ADDRESS

200 LAVA STREET
KETCHUM, ID 83340

LEGAL DESCRIPTION

LAVA STREET SUB LOT 2A
BLK 1

DRAWING SET TYPE

CITY OF KETCHUM DESIGN REVIEW

NOTE FOR CONSTRUCTION

DESIGN REVIEW

NOT FOR CONSTRUCTION

DRAWN BY XX
PLOT DATE 5/21/26 4:39:47 PM

ISSUE NO. 1

ISSUE DATE

5/21/26

SHEET SCALE

0 10 20 ft
SCALE: 1" = 10'-0"

NORTH

SHEET TITLE

SITE PLAN

SHEET NO.

L2.0

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LEGEND

SYMBOL	DESCRIPTION
	Property Line
	Setbacks / Easements
MOD	Mountain Overlay District (MOD)
LOD	Limit of Disturbance
	Construction Fencing / Erosion Controls (Duration of Construciton)
	Fence w/ Gate
XXXX	Existing Contours
XXXX	Proposed Contours
GAS W SWR	Existing Utility (See Survey)
	Existing Trees To Remain
	Lawn
	Native Re-Vegetation
EOA	Existing Asphalt Drive
	Paver Driveway
	Existing Retaining Wall
	Stone Masonry Walls
	Concrete Paving
	Gravel Paths
	Boulders
	Light Fixtures
	Ganging
TW	Top of Wall

LIGHTING ZONE SCHEDULE

SYMB	LOCATION	QTY.	FIXTURE	TYPE
ZONE 1				
	FRONT GATE	2	POST LIGHT	A
ZONE 2				
	STAIRS	6	STEP LIGHT	B
ZONE 3				
	LANDSCAPE LIGHTING	8	PATH LIGHT	C
	LANDSCAPE LIGHTING	1	WALL LIGHT-RECESSED	D

NOTE: ALL LAMP HARDWARE TO USE LED TECHNOLOGY, ALL LAMP TEMPERATURES SHALL MATCH.

LANDSACPE LUMEN CALCS.

FIXTURE TYPE	QTY	LUMEN/EA
A/ Post Light	1	597 lm
B/ Step Light	6	100 lm
C/ Path Light	8	100 lm
D/ Wall Light - Recessed	1	17 lm
TOTAL POST LIGHT (A) LUMEN		597 lm
TOTAL WALL LIGHT (B) LUMEN		600 lm
TOTAL WALL LIGHT (C) LUMEN		800 lm
TOTAL WALL LIGHT (D) LUMEN		17 lm
TOTAL LANDSCAPE LUMEN		2014 lm

IRRIGATION CALCULATIONS

AREA DESCRIPTION	SF OF IRRIGATION
Lawn (Overhead)	+/- 1050 SF
Native Areas (Overhead)	+/- 3,558 SF
TOTAL	+/- 4608 SF (+/- 0.11 AC)

PLANT SCHEDULE

LAWN	
Scottish Links Sod	Total +/- 1050 SF
NATIVE SEED FOR REVEGETATION	
Mountain Brome Hydro-seed	Total +/- 3,558 SF

FORM STUDIO

PROJECT

LAVA STREET RESIDENCE

PROPERTY ADDRESS

200 LAVA STREET
KETCHUM, ID 83340

LEGAL DESCRIPTION

LAVA STREET SUB LOT 2A
BLK 1

DRAWING SET TYPE

**CITY OF KETCHUM
DESIGN REVIEW**

NOTE FOR CONSTRUCTION

DESIGN REVIEW

NOT FOR CONSTRUCTION

DRAWN BY XX

PLOT DATE 5/21/26 4:39:48 PM

ISSUE NO. 1

ISSUE DATE

5/21/26

SHEET SCALE

0 10 20 ft

SCALE: 1" = 10'-0"

NORTH

SHEET TITLE

LANDSCAPE PLAN

SHEET NO.

L3.0

© **FORM** Studio 2024

TYPE A - POST LIGHT

WAC LIGHTING

Ventt

Outdoor Post Light 3000K

Model & Size	Color Temp	Finish	LED Watts	LED Lumens	Delivered Lumens
PMW116618 18"	3000K DIMMABLE TO 2700K	BK Black	15.7W	597	40

Fixture Type:

Catalog Number:

Project:

Location:

Example: **PMW116618-BK**
For custom requests please contact customs@waclighting.com



DESCRIPTION

Form + Function. Ventt refines the modern cylinder into a sleek post mount light ideal for contemporary architecture. Its clean lines and subtle detailing minimize glare while delivering powerful illumination.

FEATURES

• Built in color temperature adjustability. Switch from 2700K/3000K/3500K/4000K
• Light engine is factory sealed for maximum protection from the elements
• Mounts on a 3" maximum diameter post (not included)
• ACLED driverless technology
• 5 year warranty

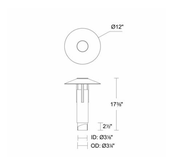
SPECIFICATIONS

Color Temp:	3000K
Input:	120V,50/60Hz
CRI	90
Dimming:	ELV: 100-10%
Rated Life:	50,000 Hours
Standards:	ETL, cETL, Wet Location Listed, Dark Sky
Construction	Aluminum body with glass diffuser

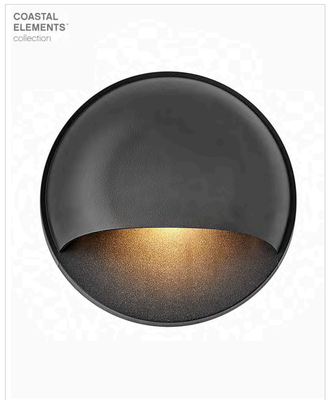
FINISHES:

Black

LINE DRAWING



TYPE B - STEP LIGHT









PRODUCT DETAILS:

- Mounts flush on a surface
- Wet Rated
- ADA compliant design provides added accessibility and maximum clearance
- A wiring kit is supplied
- Easy and efficient installation: fewer fixtures illuminate a more extensive area, offering a diverse range of mounting opportunities
- The Hinkley Home Automation App allows you to control your landscape lights anytime, anywhere. You can turn dimmers on/off and adjust sliding brightness settings remotely.
- LED integrated components carry a 10-year limited warranty
- Coastal Elements finishes carry a 5-year finish warranty

NUVI

15232BK

12V ROUND DECK SCONCE

NUVI offers exceptional 12v LED horizontal illumination due to its innovative composite optic technology. Constructed of durable, solid vinyl alloy, NUVI offers resiliency and is built for a long-life. A diverse range of mounting opportunities and easy installation ensure maximum flexibility. ETL rated for indoor/outdoor use.

DETAILS	
FINISH:	Black
MATERIAL:	Vinyl Alloy
DIMMABLE:	YES - WITH MLV ON TRANSFORMER PRIMARY

DIMENSIONS	
WIDTH:	3"
HEIGHT:	3"
BACK PLATE:	3" Dia.
EXTENSION:	1"

LIGHT SOURCE	
LIGHT SOURCE:	Integrated LED
LED NAME:	ENX1
WATTAGE:	1.40w LED *Included
VOLTAGE:	12v
VOLT AMPS:	1.68
LUMENS:	100
CRI:	80
INCANDESCENT EQUIVALENCY :	1 x 20w
DIMMABLE:	YES - WITH MLV ON TRANSFORMER PRIMARY
TRANSFORMER REQUIRED:	Yes

MOUNTING	
LEAD WIRE:	1 X 60"

SHIPPING	
CARTON LENGTH:	3.1
CARTON WIDTH:	2.5
CARTON HEIGHT:	3.5
CARTON WEIGHT:	1

2700K COLOR TEMP

TYPE C - PATH LIGHT

QUAD LED PATH LIGHT

6091

WAC LANDSCAPE LIGHTING



Fixture Type: BRONZE FINISH PATH LIGHT

Catalog Number: 6091-27-BZ

Project:

Location:

PRODUCT DESCRIPTION

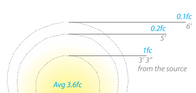
Sleek linear design blends seamlessly into pathways while providing soft, even illumination

SPECIFICATIONS

Input: 9-15VAC (Transformer is required)
Power: 3.0W / 4.5VA (Use VA value for sizing the transformer and calculate voltage drop.)
Brightness: Up to 100 lm
CRI: 90
Rated Life: 60,000 hours

FEATURES

- IP66 rated, Protected against powerful water jets
- Factory sealed water tight fixtures
- Solid diecast corrosion resistant aluminum alloy
- Recommended spacing for installation: Residential 8 to 10ft; Commercial: 5 to 7ft
- Mounting stake, 6 foot lead wire, and direct burial gel filled wire nuts are included
- Maintains constant lumen output against voltage drop
- UL & cUL 1838 Listed



ORDERING NUMBER

		Color Temp		Finish	
6091	*Quad*	**27**	*2700K Warm White*	**BZ**	*Bronze on Aluminum*
		30	*3000K Pure White*		

6091-____BZ

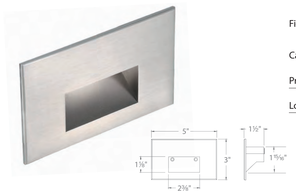
Example: **6091-30BZ**

TYPE D- WALL LIGHT

RECTANGLE STEP LIGHTS 12V

4011

WAC LANDSCAPE LIGHTING



Fixture Type: BLACK FINISH WALL RECESSED LIGHT

Catalog Number: 4011-27-BK

Project:

Location:

PRODUCT DESCRIPTION

Horizontal rectangle step light designed for safety and style on stairways, patios, decks, balcony areas, walkways and building perimeters.

Features an architectural design. Energy efficient for long-lasting outdoor lighting solutions. Creates an attractive, romantic impression at night.

FEATURES

- Solid diecast brass, corrosion resistant aluminum alloy, or cast stainless steel construction
- IP66 rated, Protected against high-pressure water jets
- Conveniently adapts into existing 12V system
- Invisible hardware
- Maintains constant lumen output against voltage drop
- UL 1838 Listed

SPECIFICATIONS

Input: 9-15VAC (Transformer is required)
Power: 2W / 3.1VA (Use VA value for sizing the transformer and calculate voltage drop.)
CRI: 90
Mounting: Fits into 2" x 4" J-Box with minimum inside dimensions of 3"L x 2"W x 2"H Includes bracket for J-Box mount.
Rated Life: 60,000 hours

ORDERING NUMBER

		Color Temp		CRI	Finish		Lumens
4011	*12V*	**27**	*2700K*	*90*	**BBR**	*Bronze on Brass*	*17*
					BK	*Black on Aluminum*	*17*
					BZ	*Bronze on Aluminum*	*17*
					WT	*White on Aluminum*	*38*
		30	*3000K*	*90*	**BBR**	*Bronze on Brass*	*17*
					BK	*Black on Aluminum*	*17*
					BZ	*Bronze on Aluminum*	*17*
					WT	*White on Aluminum*	*38*
					SS	*Cast Stainless Steel*	*23*
		AM	*Amber*	-	**BBR**	*Bronze on Brass*	*11*
					BK	*Black on Aluminum*	*11*
					BZ	*Bronze on Aluminum*	*11*
					WT	*White on Aluminum*	*23*
					SS	*Cast Stainless Steel*	*14*

4011-_____

Example: **4011-30BK**

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PROJECT

LAVA STREET RESIDENCE

PROPERTY ADDRESS

200 LAVA STREET
KETCHUM, ID 83340

LEGAL DESCRIPTION

LAVA STREET SUB LOT 2A BLK 1

DRAWING SET TYPE

CITY OF KETCHUM DESIGN REVIEW

DESIGN REVIEW

NOT FOR CONSTRUCTION

DRAWN BY XX
PLOT DATE 5/21/26 4:39:48 PM

ISSUE NO. 1

ISSUE DATE

5/21/26

SHEET SCALE

NORTH

SHEET TITLE

SPECIFICATIONS

SHEET NO.

L3.1

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TRUE NORTH

EXISTING ARCHITECTURAL SITE PLAN

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

1.00

BROWN SFR - ADDITION

200 LAVA STREET
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LOT COVERAGE CALCULATION

EXISTING FOOTPRINT	4,748 SF
PROPOSED ADDITION	655 SF
TOTAL LOT COVERAGE	5,403 SF
LOT AREA (MINUS UTILITY EASEMENT)	16,295 SF
35% OF LOT AREA	5,703 SF
PROPOSED LOT COVERAGE 33.16%	5,403 SF

TRUE NORTH

PROPOSED ARCHITECTURAL SITE PLAN

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

1.01

BROWN SFR - ADDITION

200 LAVA STREET
KETCHUM, IDAHO 83340

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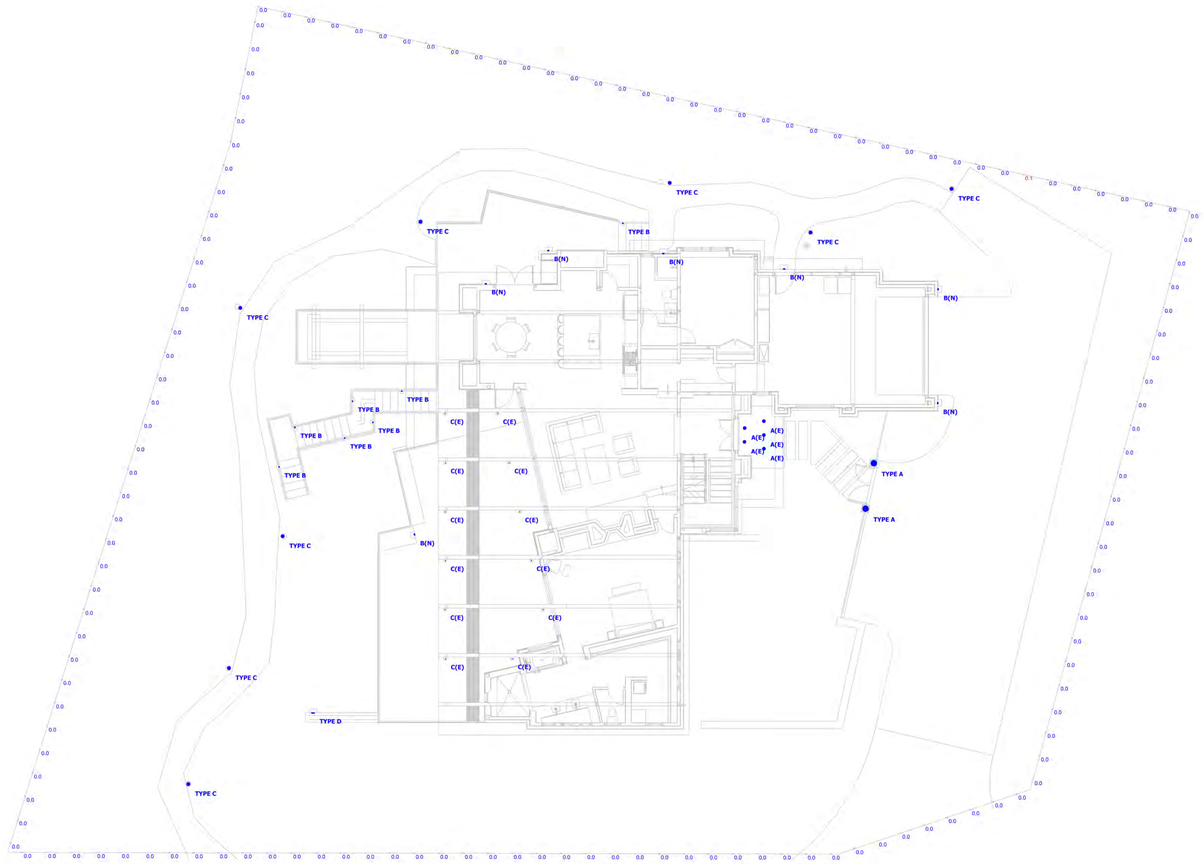
Statistics						
Description	Symbol	Avg	Max	Min	Max/Min	Avg/Min
PROPERTY LINE	+	0.0 fc	0.1 fc	0.0 fc	N/A	N/A

Schedule

Symbol	Label	Quantity	Manufacturer	Description	Catalog Number	Lumens	Wattage
	TYPE A	2	WAC LTG	POST TOP LIGHT	PMW116618	597	16
	TYPE B	7	HINKLEY	RECESSED STEP LIGHT	15232BK	100	2.98
	TYPE C	8	WAC LTG	BRONZE PATH LIGHT	6091-27-BZ	100	3
	TYPE D	1	WAC LTG	RECESSED WALL LIGHT	4011-27-BK	17	2
	A(E)	5	Existing	RECESSED DOWNLIGHT	N/A	1000	10.6094
	B(N)	7	-	WALL MOUNT DOWNLIGHT	-	823	10.21
	C(E)	12	-	MONOPOINT DOWNLIGHT	-	300	4.46



Plan View
Scale - 1" = 10ft

PROPERTY LINE PHOTOMETRIC CALCULATIONS FOR:
200 LAVA ST. RESIDENCE
KETCHUM, IDAHO

Designer
SAM
Date
05/14/2026
Scale
Not to Scale
Drawing No.
ES101
Revision
0

1 of 1

SITE PHOTOMETRIC STUDY

SCALE: 1 2 4 8

1.02

BROWN SFR - ADDITION

200 LAVA STREET
KETCHUM, IDAHO 83340

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EXISTING & PROPOSED EXTERIOR LIGHTING PLAN 1

1/8" = 1'-0"

EXTERIOR LIGHTS - EXISTING LIGHTS INDICATED BY (E)



EXTERIOR LIGHT B
LIGHT TYPE - **PROPOSED** EXTERIOR GARAGE DOOR DOWN LIGHT
FIXTURE TO MATCH EXISTING
DARK SKY COMPLIANT



EXTERIOR LIGHT A
LIGHT TYPE - **EXISTING** RECESSED CAN LIGHTS UNDER ENTRY CANOPY
DARK SKY COMPLIANT



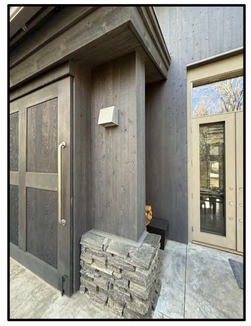
EXTERIOR LIGHT B
LIGHT TYPE - **EXISTING** EXTERIOR DOOR DOWN LIGHT
DARK SKY COMPLIANT



EXTERIOR LIGHT B
LIGHT TYPE - **PROPOSED** EXTERIOR GARAGE DOOR DOWN LIGHT
FIXTURE TO MATCH EXISTING
DARK SKY COMPLIANT



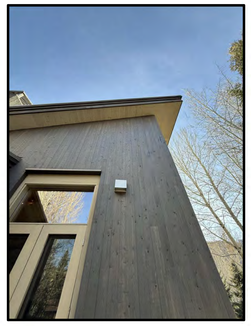
EXTERIOR LIGHT B
LIGHT TYPE - **EXISTING** EXTERIOR MECHANICAL DOWN LIGHT
DARK SKY COMPLIANT



EXTERIOR LIGHT B
LIGHT TYPE - **EXISTING** EXTERIOR BBQ DOWN LIGHT
DARK SKY COMPLIANT



EXTERIOR LIGHT B
LIGHT TYPE - **PROPOSED** EXTERIOR ENTRY DOOR DOWN LIGHT
FIXTURE TO MATCH EXISTING
DARK SKY COMPLIANT



EXTERIOR LIGHT B
LIGHT TYPE - **EXISTING** EXTERIOR DOOR DOWN LIGHT
DARK SKY COMPLIANT



EXTERIOR LIGHT C
LIGHT TYPE - **EXISTING** EXTERIOR PATIO DOWN LIGHTS
DARK SKY COMPLIANT



EXTERIOR LIGHT D
DECK / EXTERIOR STAIR WALKING LIGHT SPECIFICATION
DARK SKY COMPLIANT



EXTERIOR LIGHT B
WALL LIGHT SPECIFICATION
DARK SKY COMPLIANT

TRUE NORTH

EXTERIOR LIGHTING

1 2 4 8 SCALE: 1/8" = 1'-0"

1.03

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KETCHUM CITY MAP



VIEW CORRIDORS TO SITE

NTS

1

VIEW CORRIDOR IMAGES



VIEW A
HWY 75 AND SECOND STREET
-RIVER RUN LODGE HWY 75 EXIT



VIEW B
HWY 75 AND 4TH AVE
-MAIN STREET VIEW WHEN LEAVING KETCHUM



VIEW C
HWY 75 AT TRAIL CREEK BRIDGE



VIEW D
HWY 75 AND GEM STREET
-FIRST TURN OFF HWY 75 TOWARD SITE



VIEW E
GEM STREET AND LEADVILLE AVE
-SECOND TURN OFF HWY 75 TOWARD SITE



VIEW F
LEADVILLE AND LAVA STREET
-THIRD TURN OFF HWY 75 TOWARD SITE



VIEW G
LAVA STREET AT THE SOUTHWEST
CORNER OF THE SITE

VIEW CORRIDORS

1.04

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VERTICAL WOOD SIDING
EXISTING EXTERIOR MATERIAL
STAINED CEDAR
PROPOSED MATERIALS TO MATCH



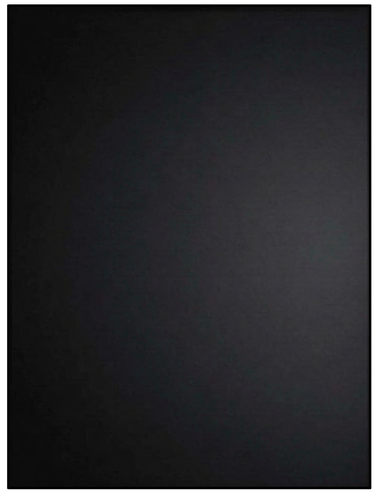
HORIZONTAL WOOD SIDING
EXISTING EXTERIOR MATERIAL
GRAY / BLUE STAINED CEDAR
OPEN JOINT RAINSCREEN
PROPOSED MATERIALS TO MATCH



WOOD SOFFIT
EXISTING EXTERIOR MATERIAL
STAINED CEDAR
PROPOSED MATERIALS TO MATCH



LIGHT VENETIAN PLASTER
EXISTING EXTERIOR MATERIAL
SMOOTH TEXTURE
PROPOSED MATERIALS TO MATCH



BLACK METAL
PROPOSED EXTERIOR MATERIAL
MATTE BLACK METAL ACCENTS



STACK STONE VENEER
EXISTING EXTERIOR MATERIAL
PROPOSED MATERIALS TO MATCH



DRIVEWAY CONCRETE PAVERS
EXISTING EXTERIOR MATERIAL
ROMAN STYLE PAVERS
PROPOSED MATERIALS TO MATCH



CONCRETE PATIO FLOOR SLAB
EXISTING EXTERIOR MATERIAL
SMOOTH TOP POLISHED TEXTURE
PROPOSED MATERIALS TO MATCH



METAL STANDING SEAM ROOF
EXISTING EXTERIOR MATERIAL
METAL STANDING SEAM - GRAY
PROPOSED MATERIALS TO MATCH



WINDOWS
EXISTING EXTERIOR MATERIAL
PROPOSED WINDOWS TO MATCH EXISTING
ALUMINUM CLAD WOOD WINDOWS

EXISTING / PROPOSED EXTERIOR FINISHES

1.05

BROWN SFR - ADDITION

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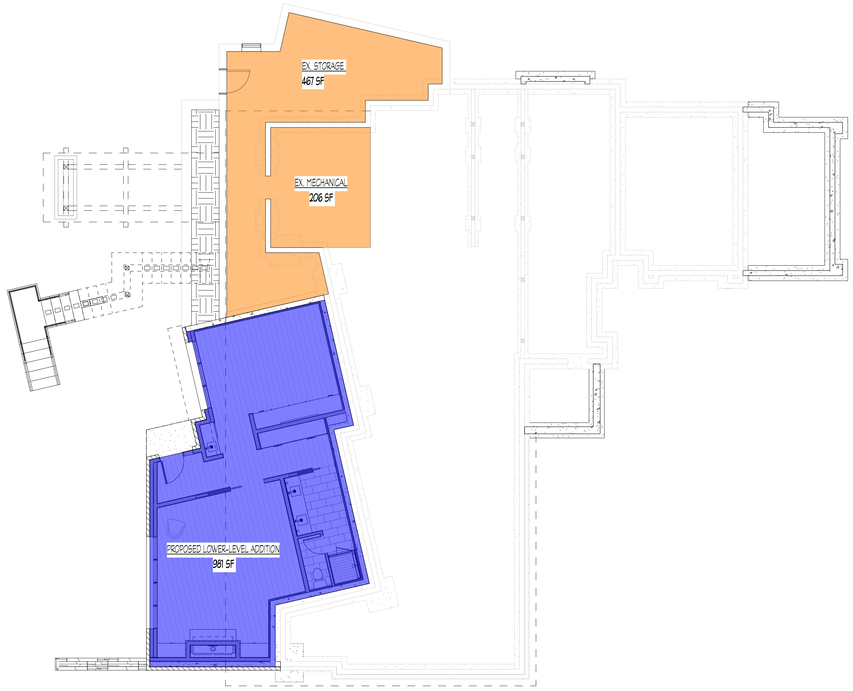
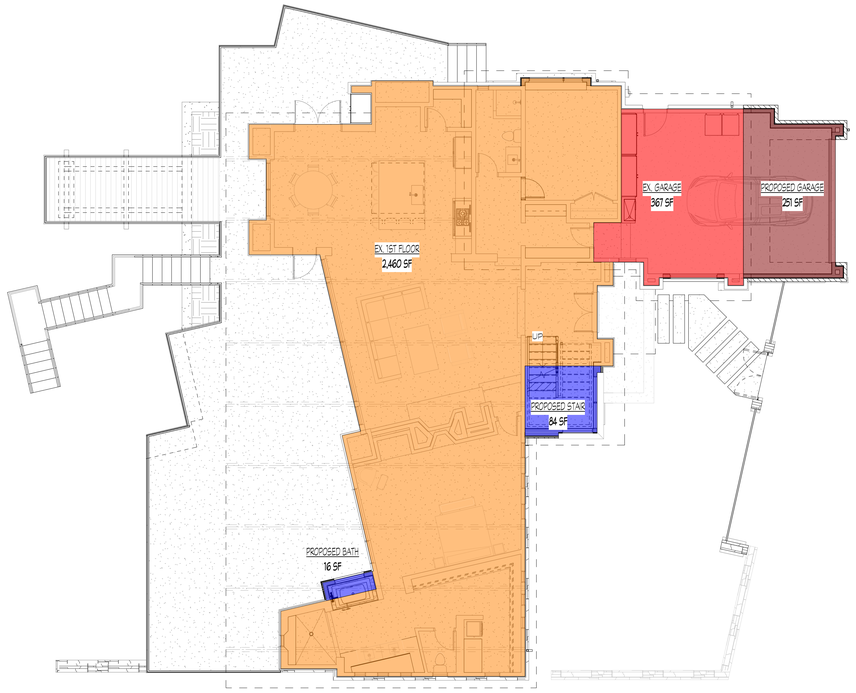


SQ FT CALC - LOWER-LEVEL

1/8" = 1'-0"

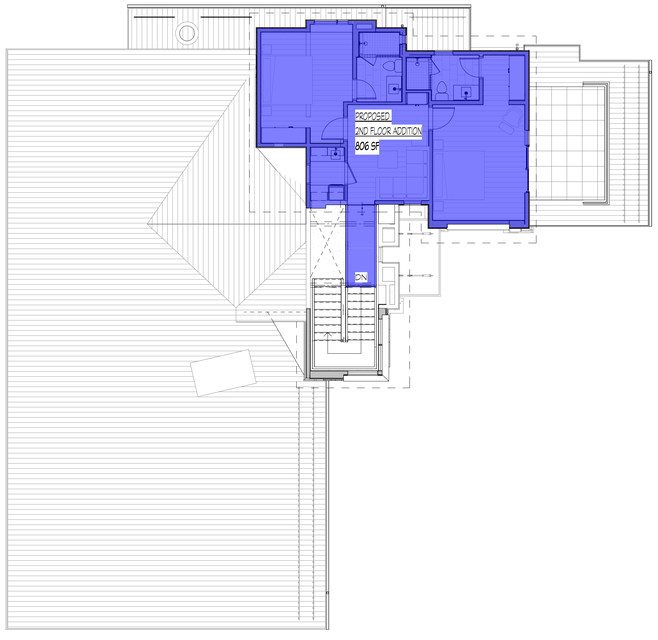
1



SQ FT CALC - FIRST FLOOR PLAN

1/8" = 1'-0"

2



SQ FT CALC - SECOND FLOOR

1/8" = 1'-0"

3

EXISTING LIVING SPACE

EXISTING GARAGE SPACE

PROPOSED LIVING SPACE

PROPOSED GARAGE SPACE

legend

6" = 1'-0"

0

BUILDING AREA (GROSS):

EXISTING LOWER-LEVEL STORAGE	467	SF
EXISTING LOWER-LEVEL MECHANICAL	206	SF
PROPOSED LOWER LEVEL ADDITION	981	SF
EXISTING 1ST FLOOR	2,460	SF
PROPOSED 1ST FLOOR STAIR ADDITION	84	SF
PROPOSED 1ST FLOOR BATH ADDITION	16	SF
EXISTING GARAGE	367	SF
PROPOSED 1ST FLOOR GARAGE ADDITION	251	SF
PROPOSED 2ND FLOOR ADDITION	806	SF
TOTAL	5,638	SF

TRUE NORTH

SQUARE FOOTAGE CALCULATIONS

2.00

BROWN SFR - ADDITION

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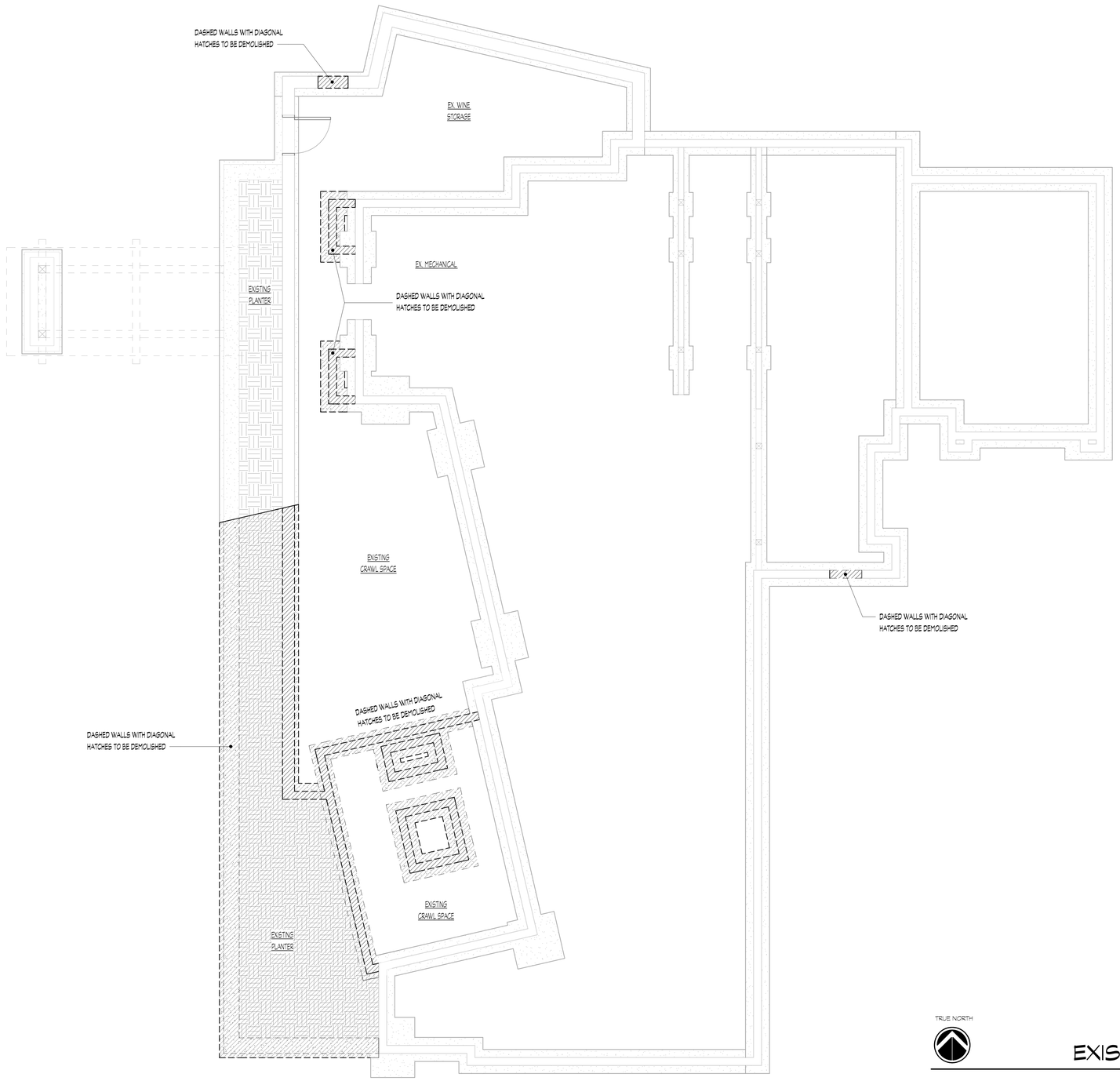
3.04
1



3.03
1

1
3.01

1
3.02

TRUE NORTH

EXISTING / DEMO FOUNDATION PLAN

1 2 4 8 SCALE: 1/4" = 1'-0"

2.01

BROWN SFR - ADDITION

200 LAVA STREET
KETCHUM, IDAHO 83340

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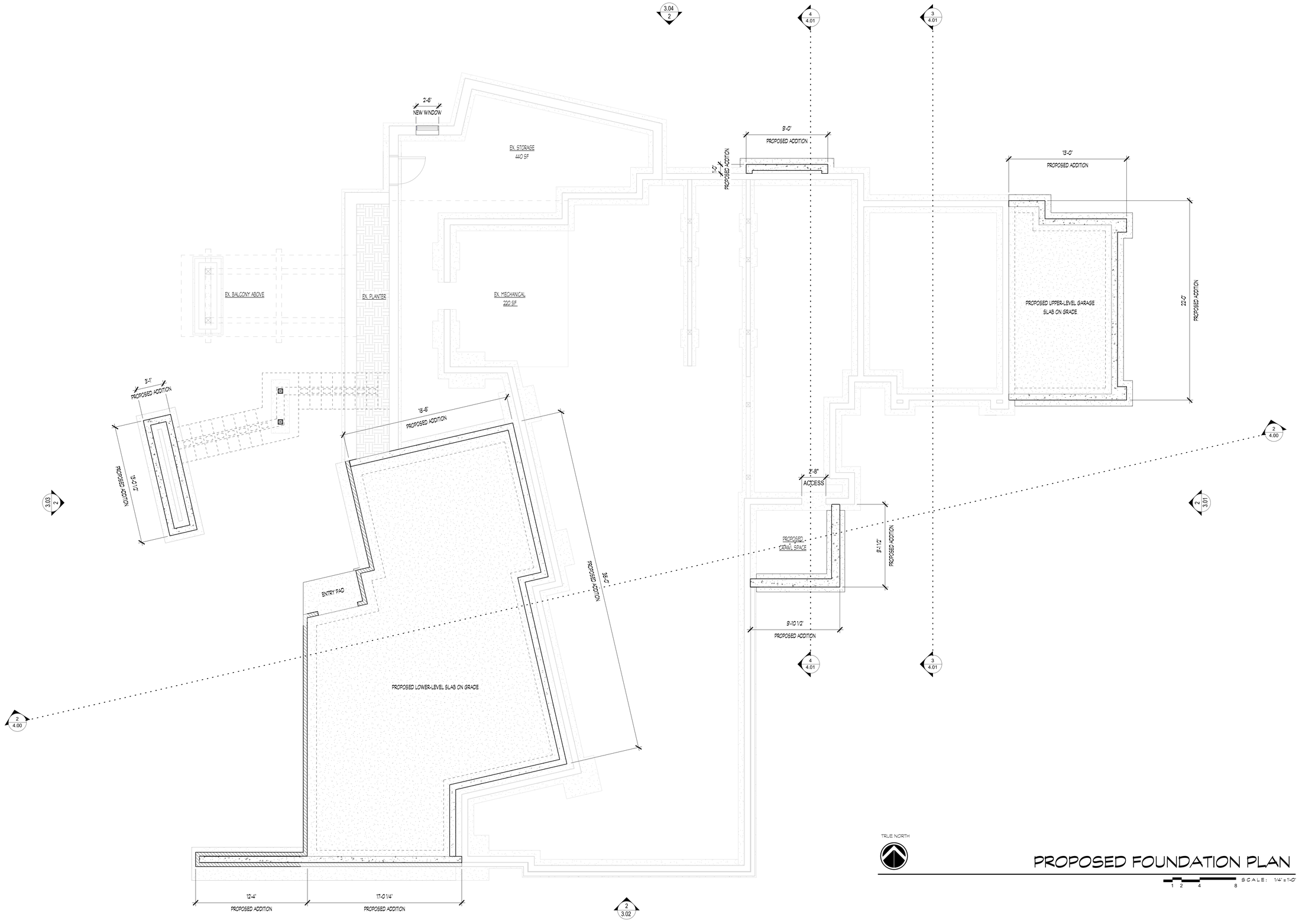

TRUE NORTH

PROPOSED FOUNDATION PLAN

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

1 2 4 8

2.02

BROWN SFR - ADDITION

200 LAVA STREET
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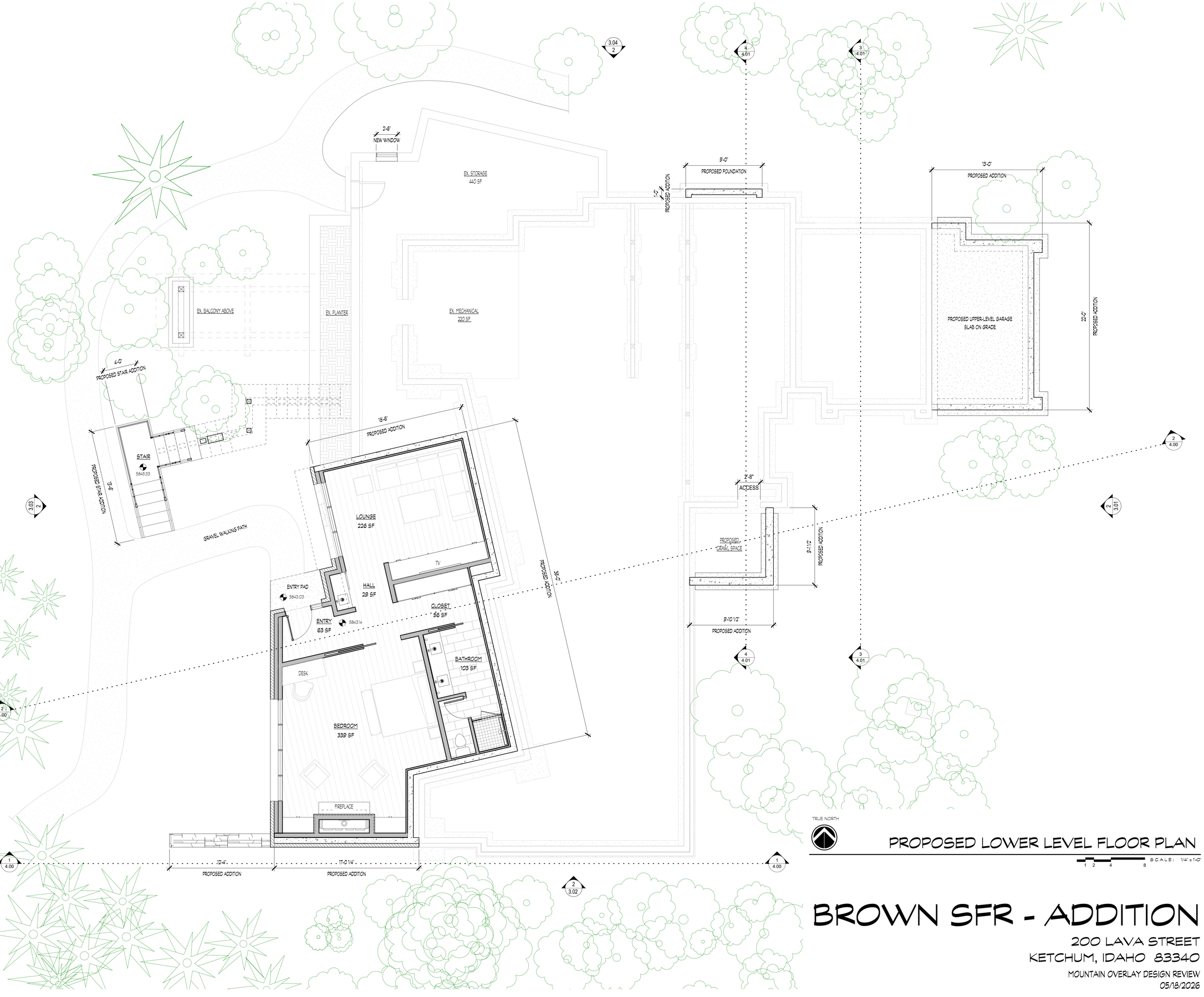

PROPOSED LOWER LEVEL FLOOR PLAN

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

1 2 4 8

2.03

BROWN SFR - ADDITION

200 LAVA STREET
KETCHUM, IDAHO 83340

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PATIO
TO BE DEMOLISHED

STAIRS
TO BE DEMOLISHED

DASHED WALLS WITH DIAGONAL
HATCHES TO BE DEMOLISHED

BBQ

PANTRY

POWDER

FIREPLACE
TO BE DEMOLISHED

FLEX

UP

STAIRS TO BE DEMOLISHED

GARAGE

LOFT ABOVE TO BE DEMOLISHED

TREES TO BE
REMOVED

BALCONY

DINING

KITCHEN

MUD

2R

GARAGE DOOR TO BE REMOVED

ENTRY

MAIN LIVING PATIO

PATIO
TO BE DEMOLISHED

3.03
1

3.01

DASHED WALLS WITH DIAGONAL
HATCHES TO BE DEMOLISHED

DASHED WALLS WITH DIAGONAL
HATCHES TO BE DEMOLISHED

FIREPLACE
TO BE DEMOLISHED

PRIMARY BEDROOM

HOT TUB
TO BE REMOVED

RAISED PLANTER

PATIO
TO BE DEMOLISHED

PRIMARY CLOSET

PRIMARY BATH

WC

TREES TO BE
REMOVED

1
3.02

TRUE NORTH

EXISTING / DEMO FIRST FLOOR PLAN

1 2 4 8 SCALE: 1/4" = 1'-0"

2.04

BROWN SFR - ADDITION

200 LAVA STREET
KETCHUM, IDAHO 83340

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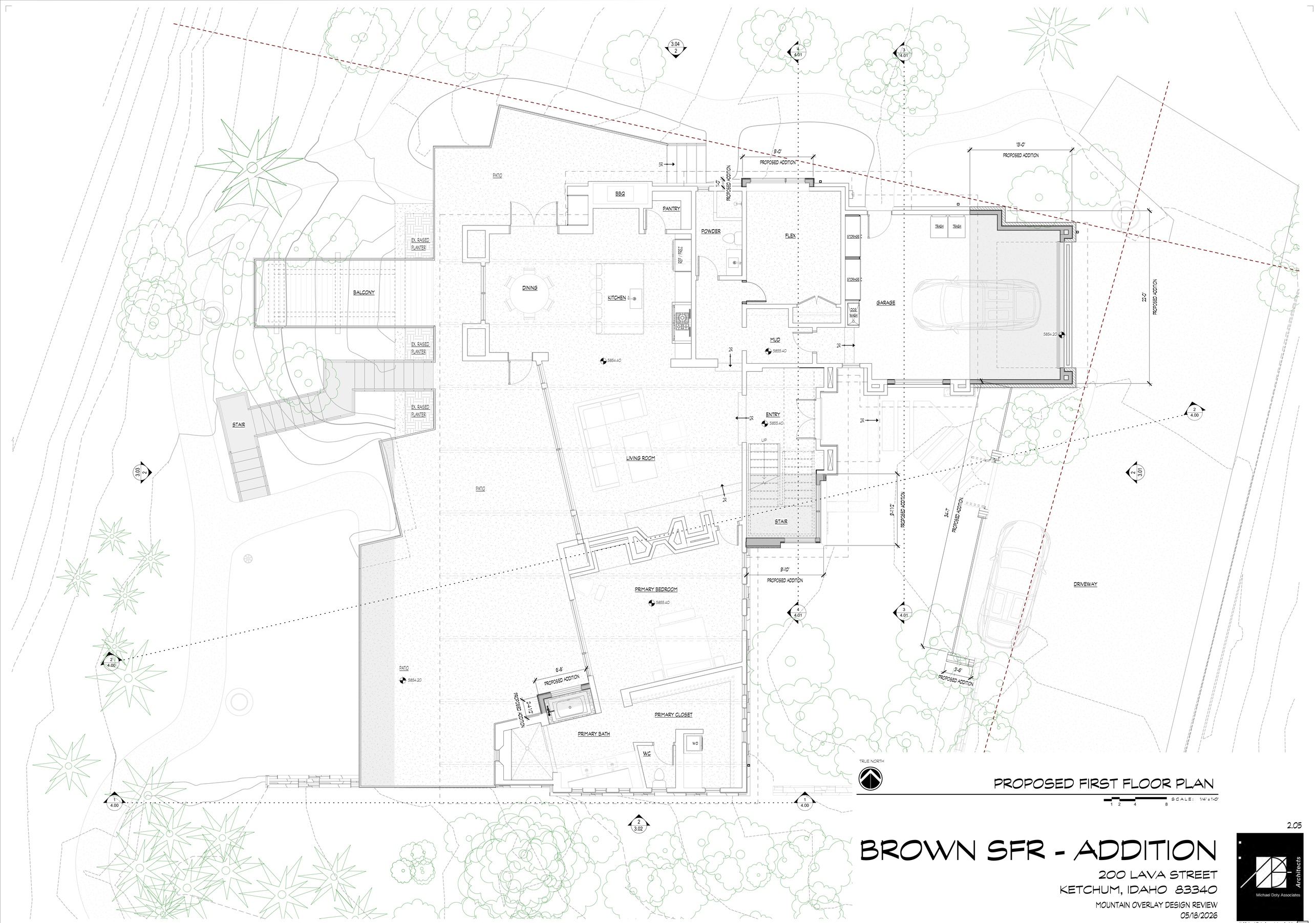

PROPOSED FIRST FLOOR PLAN

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

2.05

BROWN SFR - ADDITION

200 LAVA STREET
KETCHUM, IDAHO 83340

MOUNTAIN OVERLAY DESIGN REVIEW
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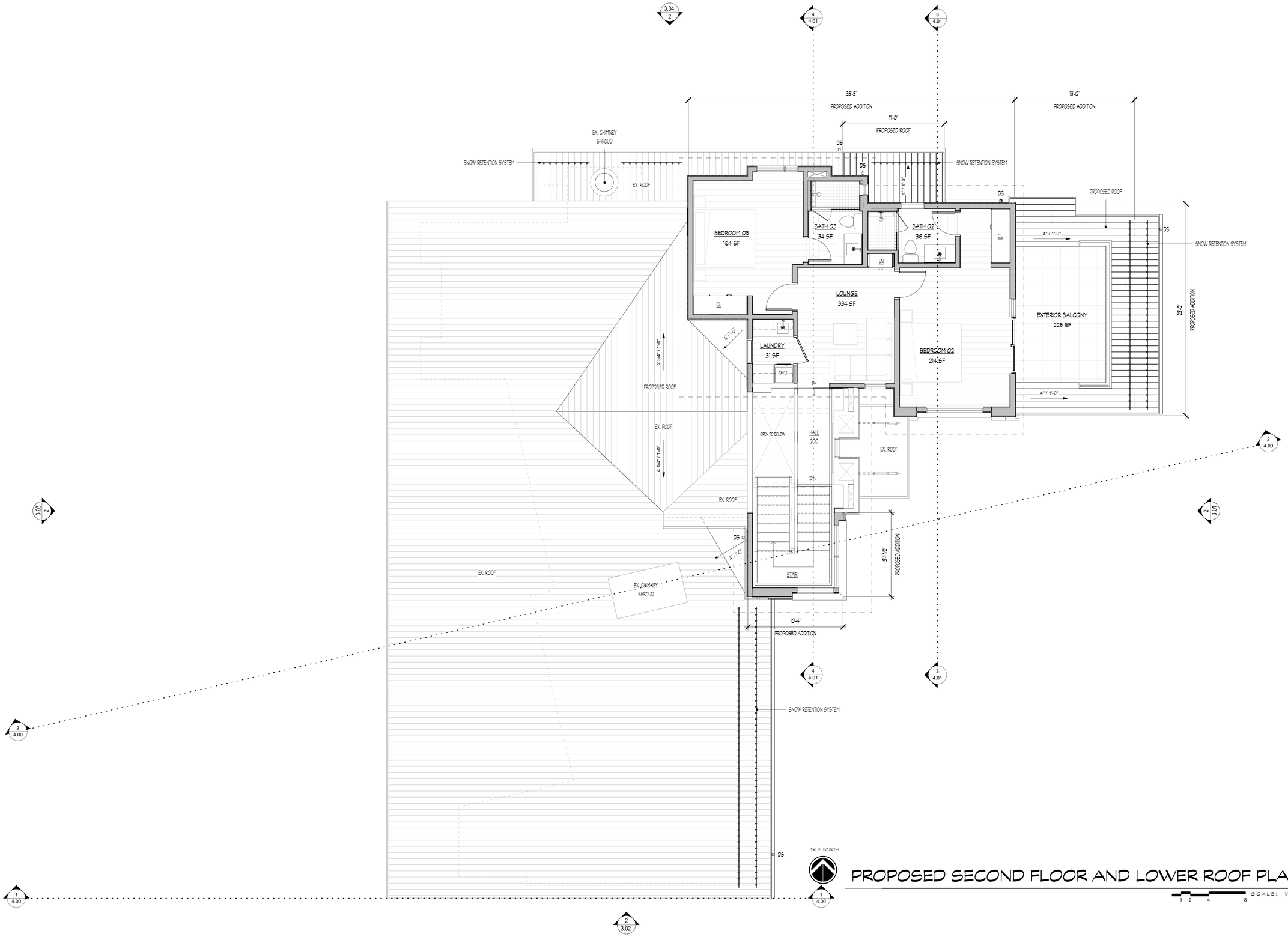

PROPOSED SECOND FLOOR AND LOWER ROOF PLAN

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

2.06

BROWN SFR - ADDITION

200 LAVA STREET
KETCHUM, IDAHO 83340

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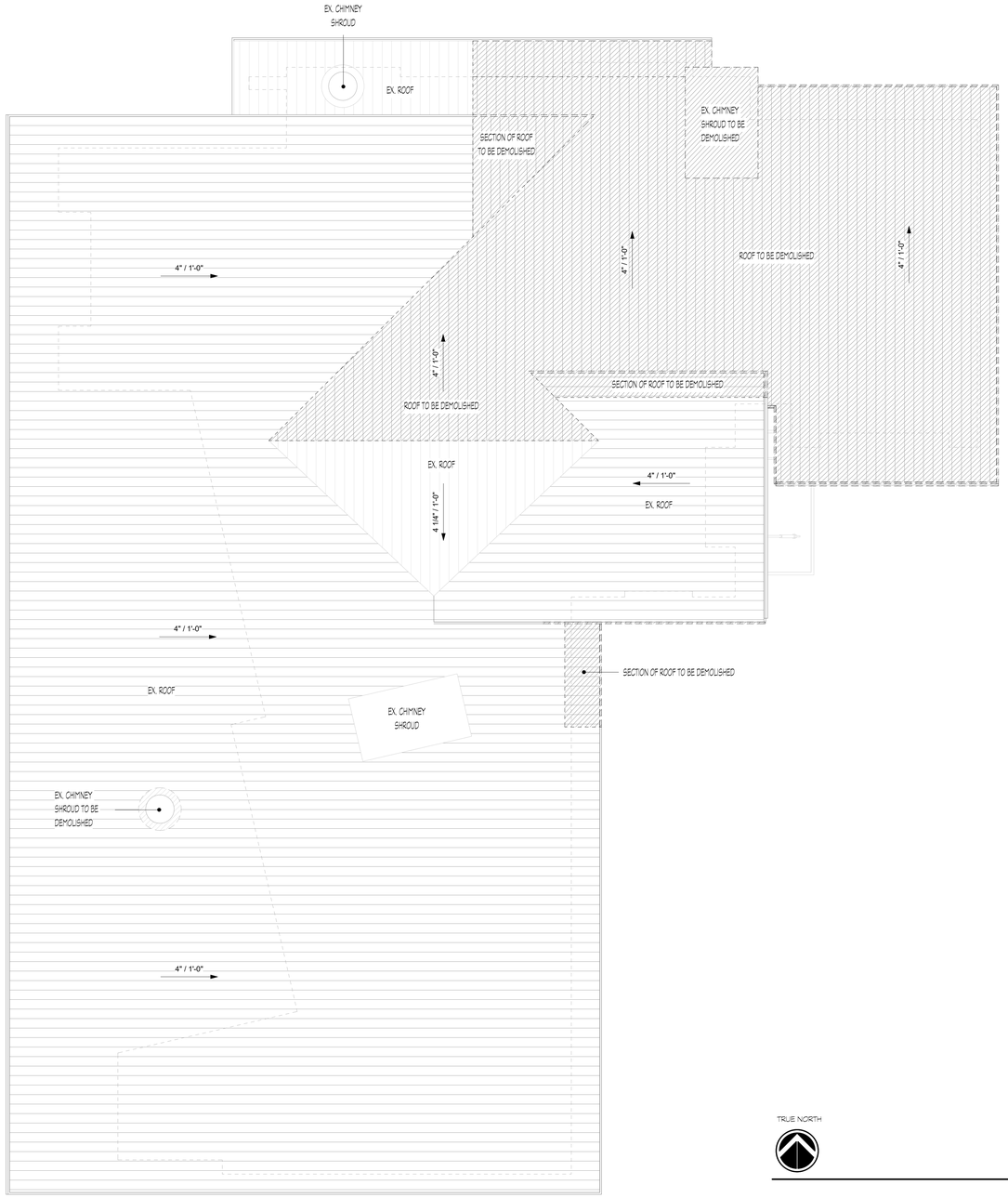
3.04
1



3.03
1

1
3.01

1
3.02

TRUE NORTH

EXISTING / DEMO ROOF PLAN

SCALE: 1/4" = 1'-0"
1 2 4 8

2.07

BROWN SFR - ADDITION

200 LAVA STREET
KETCHUM, IDAHO 83340

MOUNTAIN OVERLAY DESIGN REVIEW
05/18/2026

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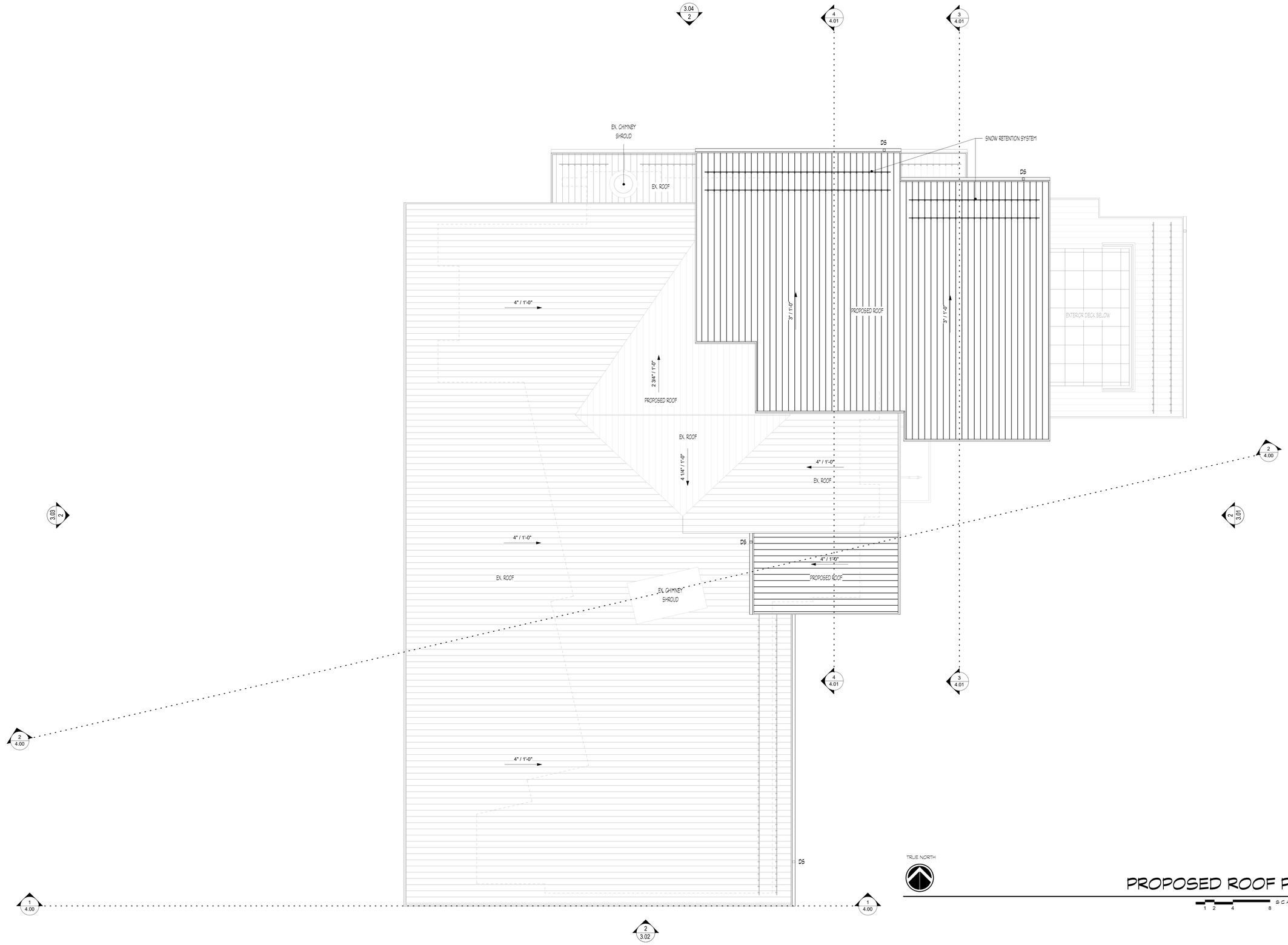

TRUE NORTH

PROPOSED ROOF PLAN

SCALE: 1/4" = 1'-0"
1 2 4 8

2.08

BROWN SFR - ADDITION

200 LAVA STREET
KETCHUM, IDAHO 83340

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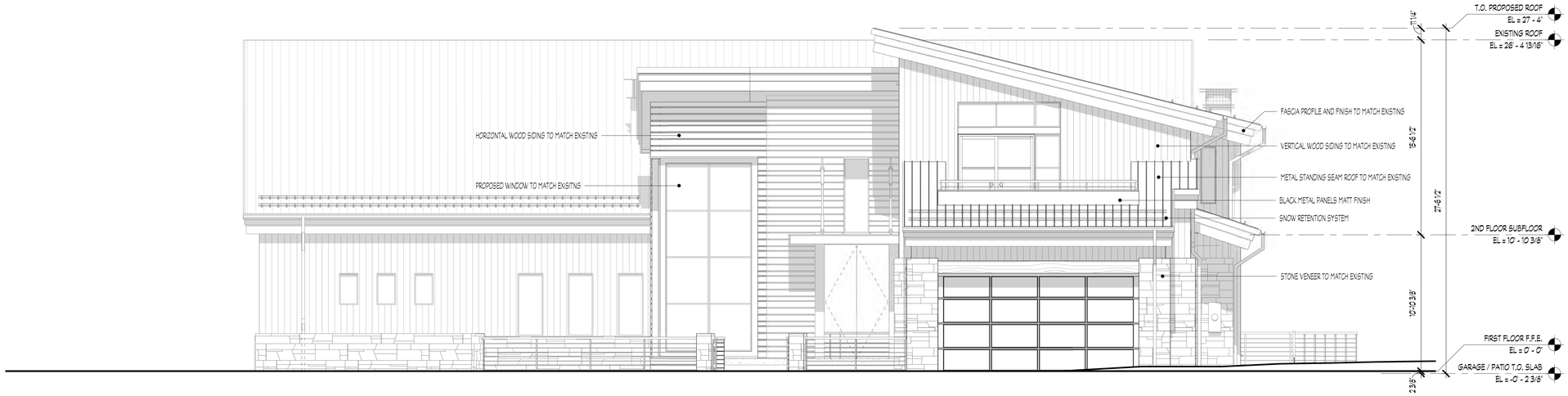
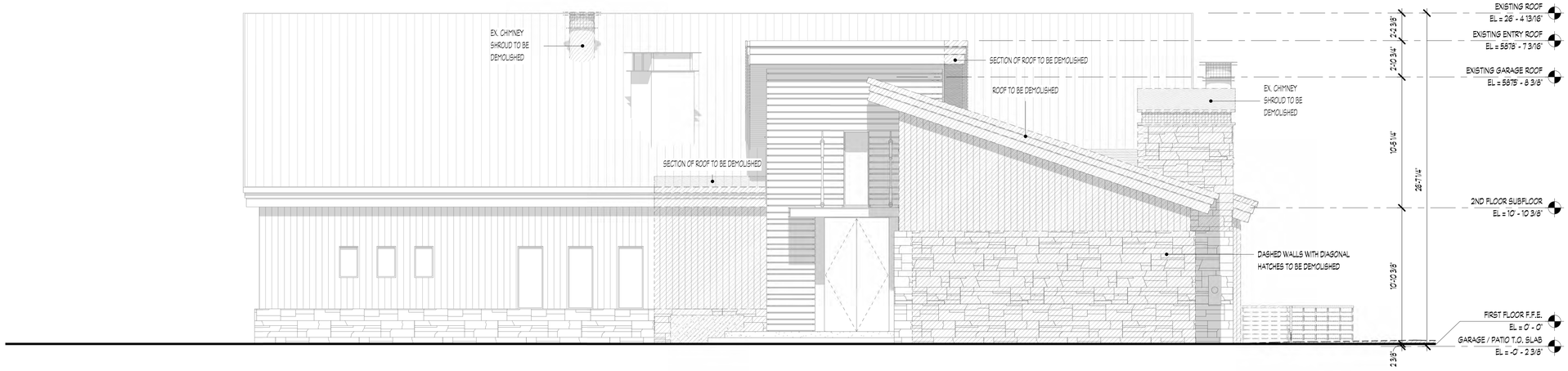


PROPOSED EAST BUILDING ELEVATION 2

NOTE: ELEVATION 0'0" = ELEVATION 5,854.40' REFER TO SHEET DR 4.00 FOR MAX BUILDING HEIGHT 1/4" = 1'-0"



EXISTING / DEMO EAST BUILDING ELEVATION 1

NOTE: ELEVATION 0'0" = ELEVATION 5,854.40' REFER TO SHEET DR 4.00 FOR MAX BUILDING HEIGHT 1/4" = 1'-0"

EXISTING AND PROPOSED EAST ELEVATION

1 2 4 8 SCALE: 1/4" = 1'-0"

3.01

BROWN SFR - ADDITION

200 LAVA STREET
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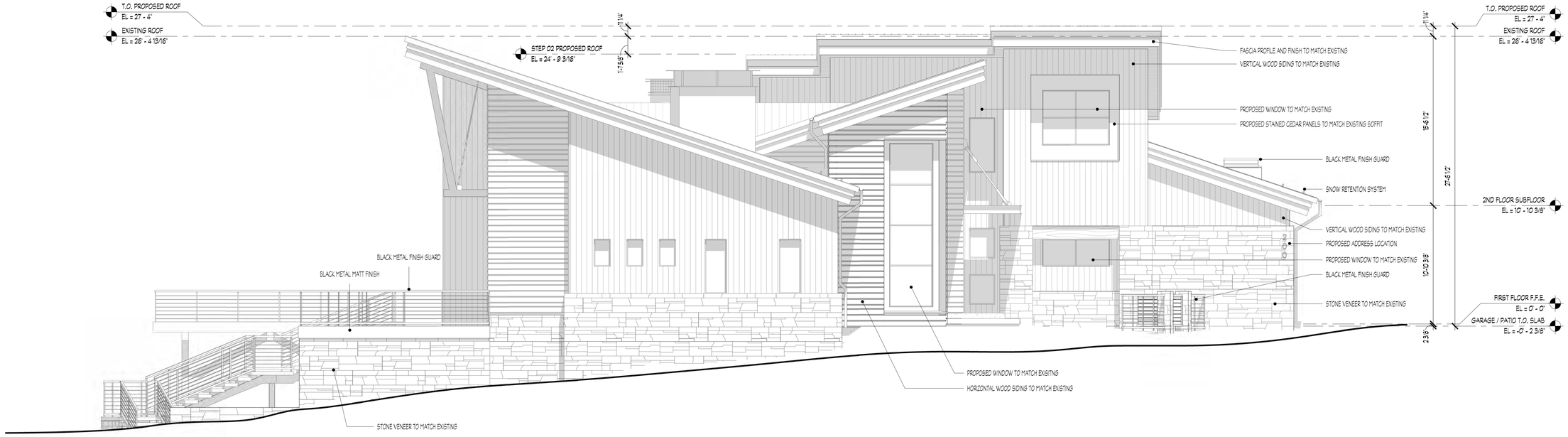
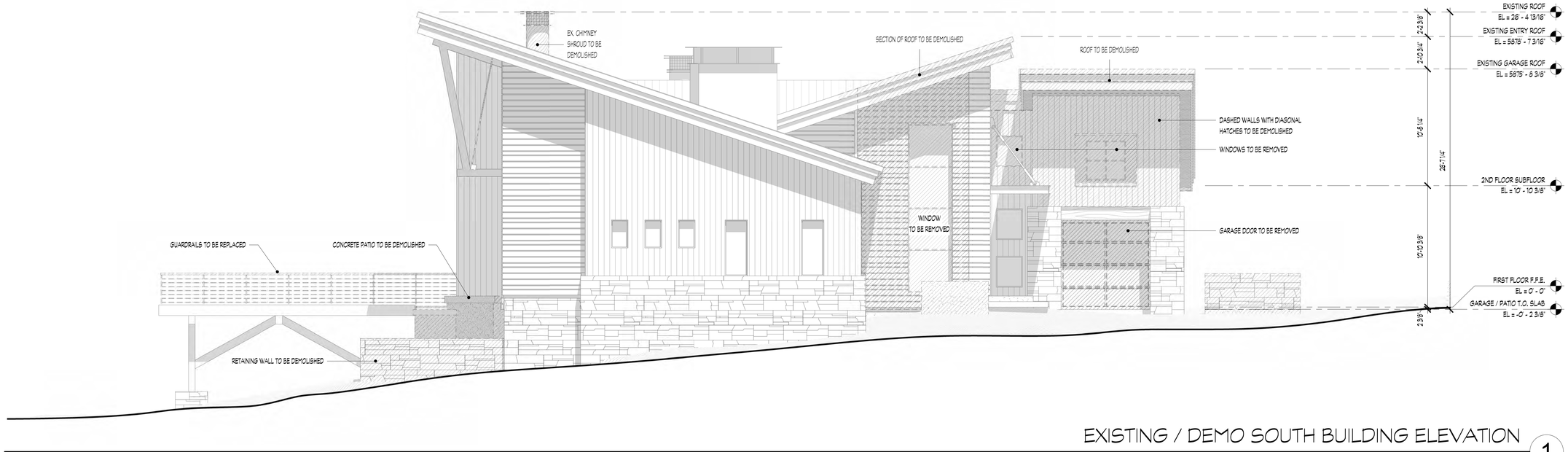


PROPOSED SOUTH BUILDING ELEVATION

NOTE: ELEVATION 0'0" = ELEVATION 5,854.40' REFER TO SHEET DR 4.00 FOR MAX BUILDING HEIGHT

1/4" = 1'-0" 2



EXISTING / DEMO SOUTH BUILDING ELEVATION

NOTE: ELEVATION 0'0" = ELEVATION 5,854.40' REFER TO SHEET DR 4.00 FOR MAX BUILDING HEIGHT

1/4" = 1'-0" 1

EXISTING AND PROPOSED SOUTH ELEVATION

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

1 2 4 8

3.02

BROWN SFR - ADDITION

200 LAVA STREET
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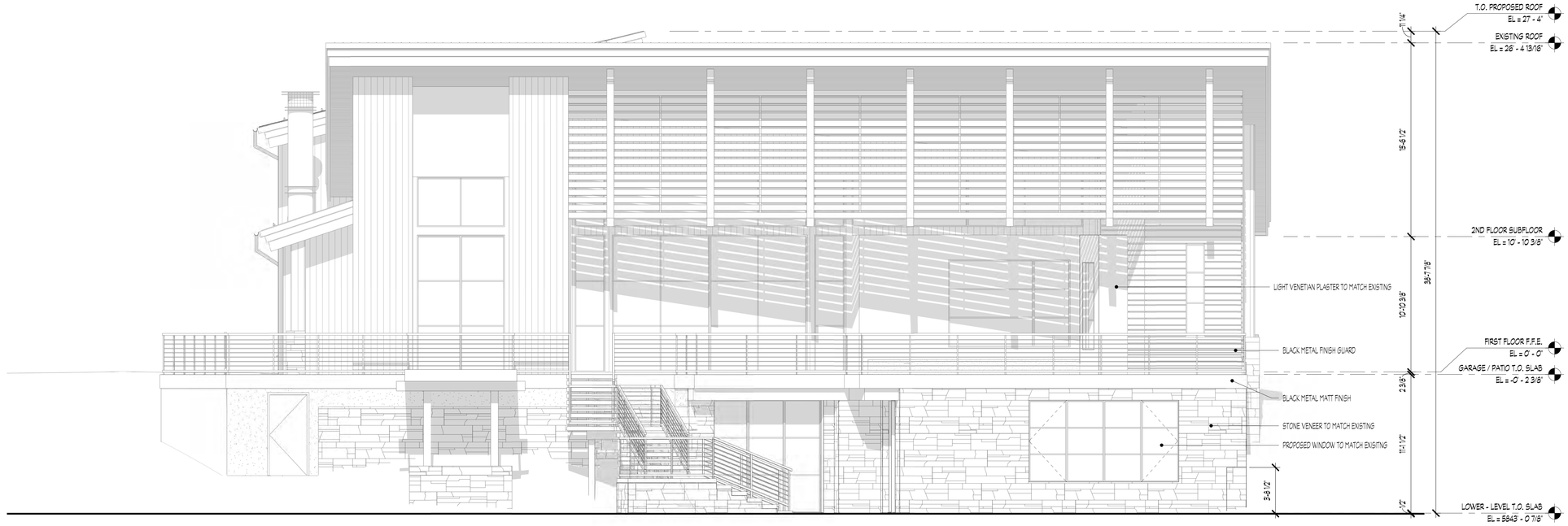
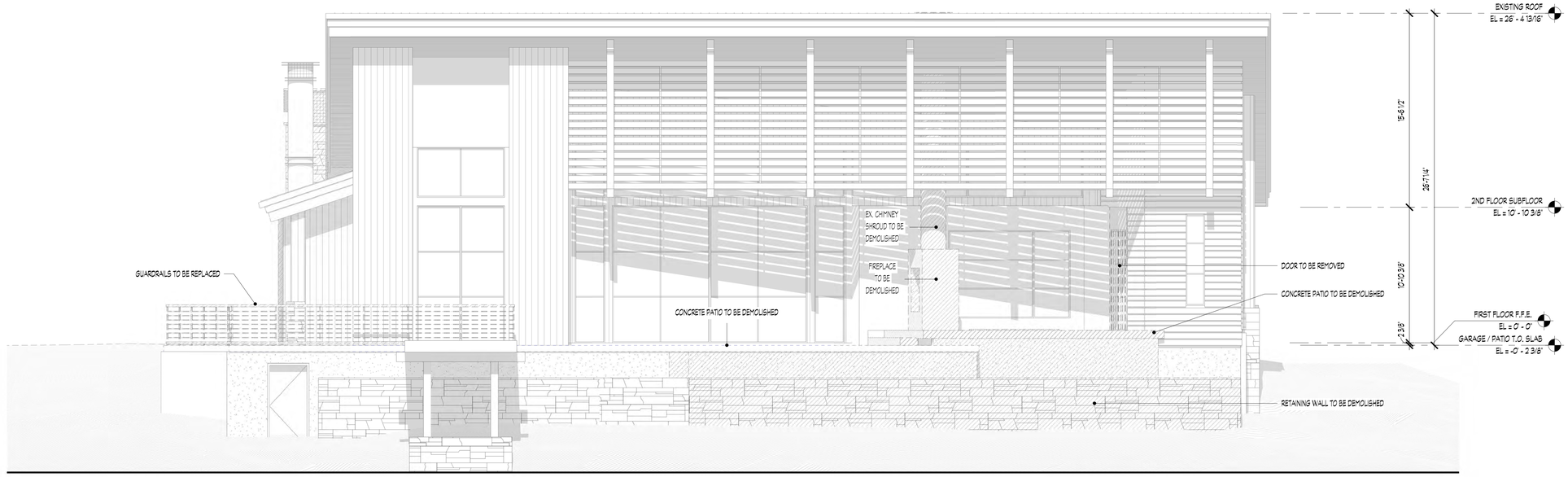


PROPOSED WEST BUILDING ELEVATION 2

NOTE: ELEVATION 0'0" = ELEVATION 5,854.40' REFER TO SHEET DR 4.00 FOR MAX BUILDING HEIGHT 1/4" = 1'-0"



EXISTING / DEMO WEST BUILDING ELEVATION 1

NOTE: ELEVATION 0'0" = ELEVATION 5,854.40' REFER TO SHEET DR 4.00 FOR MAX BUILDING HEIGHT 1/4" = 1'-0"

EXISTING AND PROPOSED WEST ELEVATION

1 2 4 8 SCALE: 1/4" = 1'-0"

3.03

BROWN SFR - ADDITION

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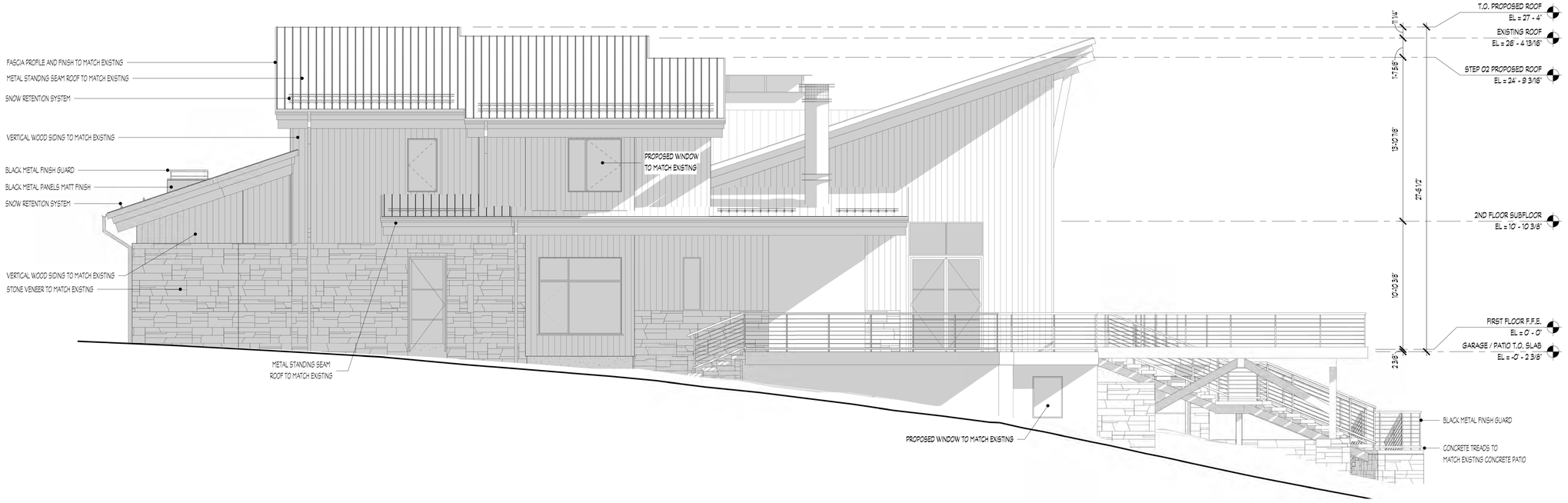
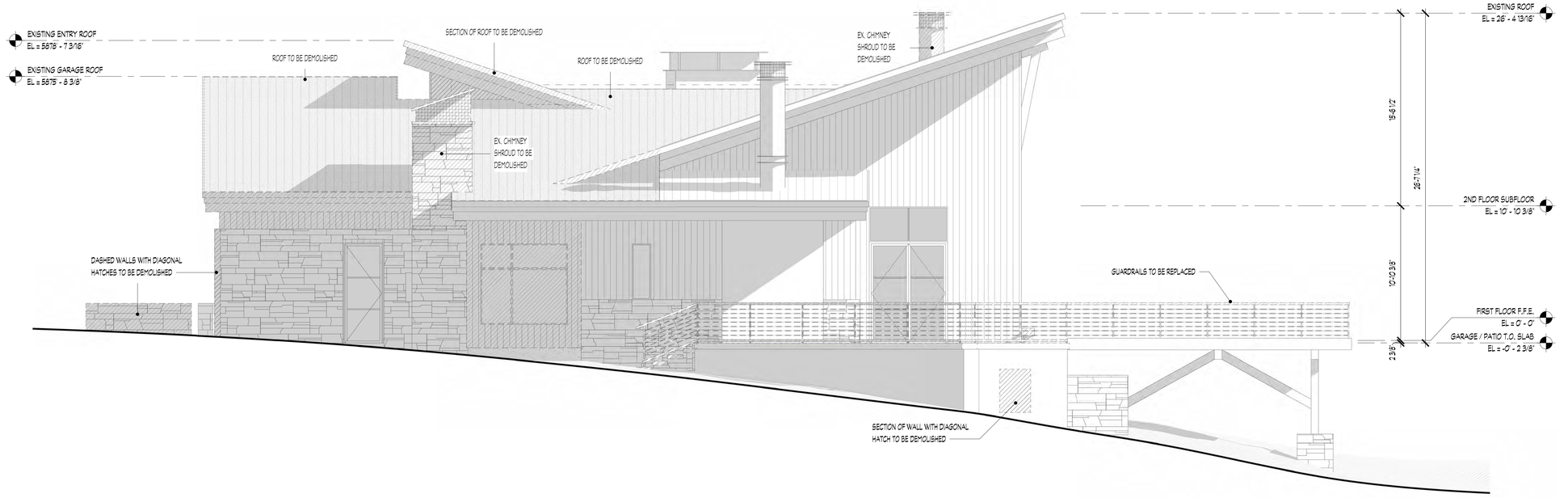


PROPOSED NORTH BUILDING ELEVATION 2

NOTE: ELEVATION 0'-0" = ELEVATION 5,854.40' REFER TO SHEET DR 4.00 FOR MAX BUILDING HEIGHT 1/4" = 1'-0"



EXISTING / DEMO NORTH BUILDING ELEVATION 1

NOTE: ELEVATION 0'-0" = ELEVATION 5,854.40' REFER TO SHEET DR 4.00 FOR MAX BUILDING HEIGHT 1/4" = 1'-0"

EXISTING AND PROPOSED NORTH ELEVATIONS

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

1 2 4 8

3.04

BROWN SFR - ADDITION

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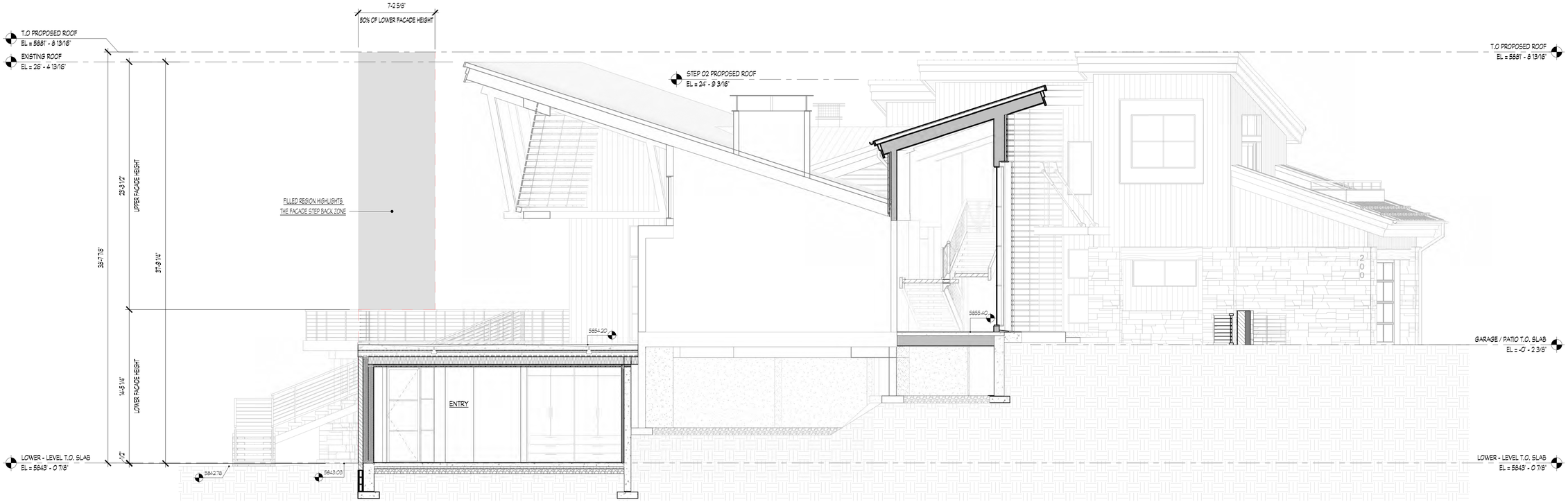
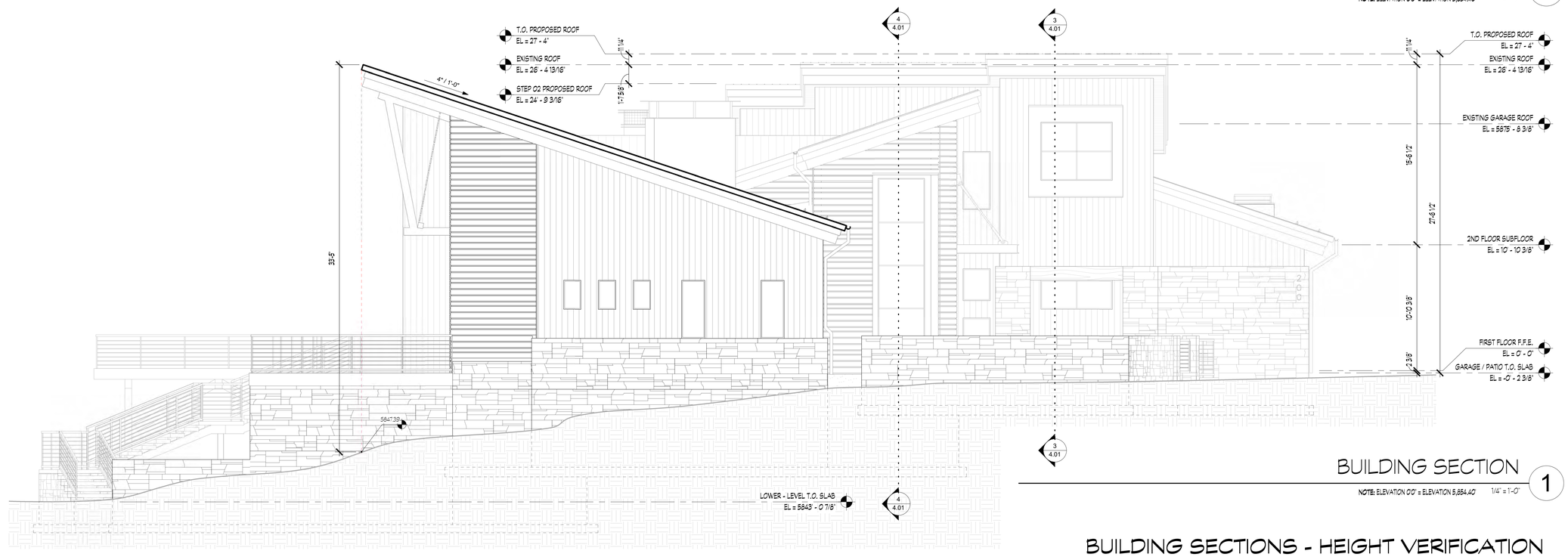


BUILDING SECTION 2

NOTE: ELEVATION 0'0" = ELEVATION 5,854.40' 1/4" = 1'-0"



BUILDING SECTION 1

NOTE: ELEVATION 0'0" = ELEVATION 5,854.40' 1/4" = 1'-0"

BUILDING SECTIONS - HEIGHT VERIFICATION

1 2 4 8 SCALE: 1/4" = 1'-0"

4.00

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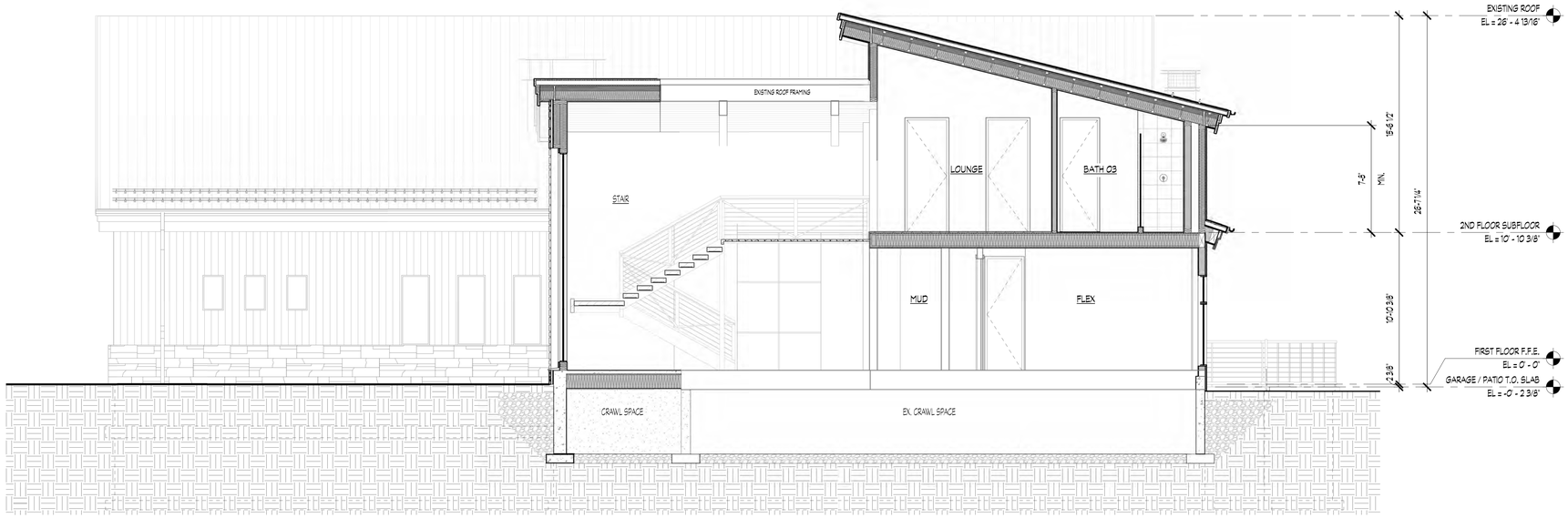
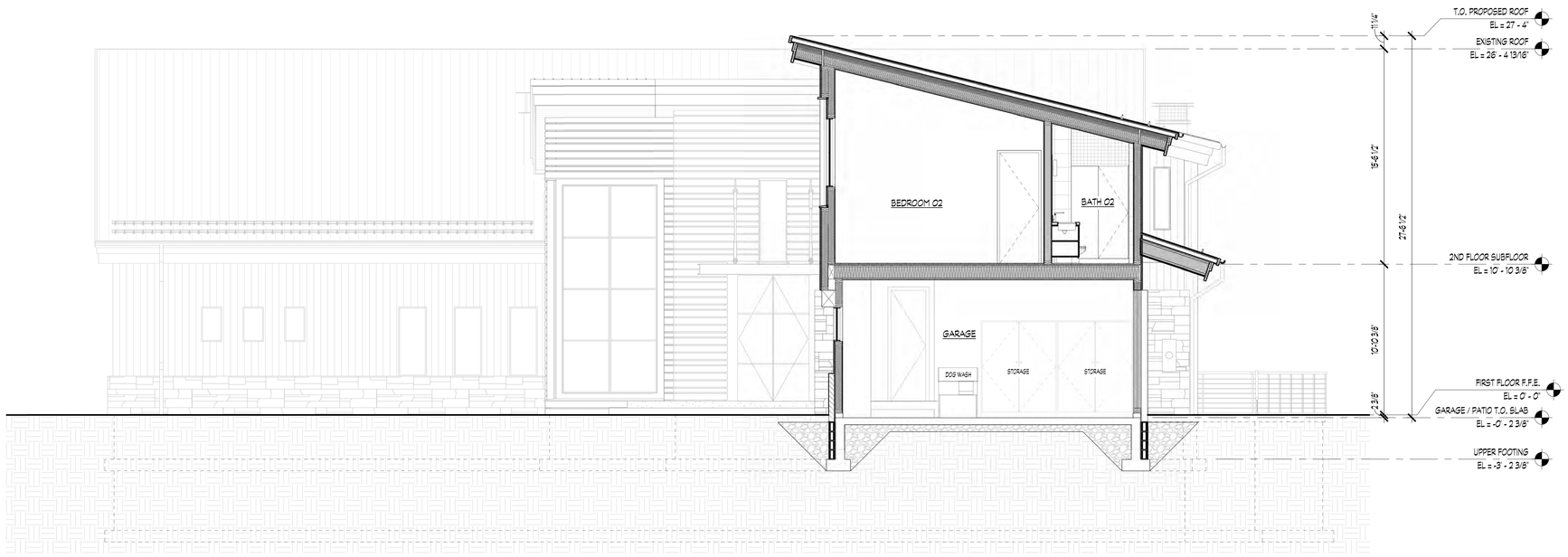


BUILDING SECTION 4

NOTE: ELEVATION 0'0" = ELEVATION 5,854.40' 1/4" = 1'-0"



BUILDING SECTION 3

NOTE: ELEVATION 0'0" = ELEVATION 5,854.40' 1/4" = 1'-0"

BUILDING SECTIONS

1 2 4 8 SCALE: 1/4" = 1'-0"

4.01

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SOUTHEAST RENDERING

6" = 1'-0"

1

EXTERIOR RENDERING

1 2 4 8 SCALE: 6" = 1'-0"

10.00

BROWN SFR - ADDITION

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SOUTH RENDERING

6" = 1'-0"

1

EXTERIOR RENDERING

SCALE: 6" = 1'-0"

1 2 4 8

10.01

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NORTHEAST RENDERING

6" = 1'-0"

1

EXTERIOR RENDERING

SCALE: 6" = 1'-0"

1 2 4 8

10.02

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SOUTHWEST RENDERING

6" = 1'-0"

1

EXTERIOR RENDERING

1 2 4 8 SCALE: 6" = 1'-0"

10.03

BROWN SFR - ADDITION

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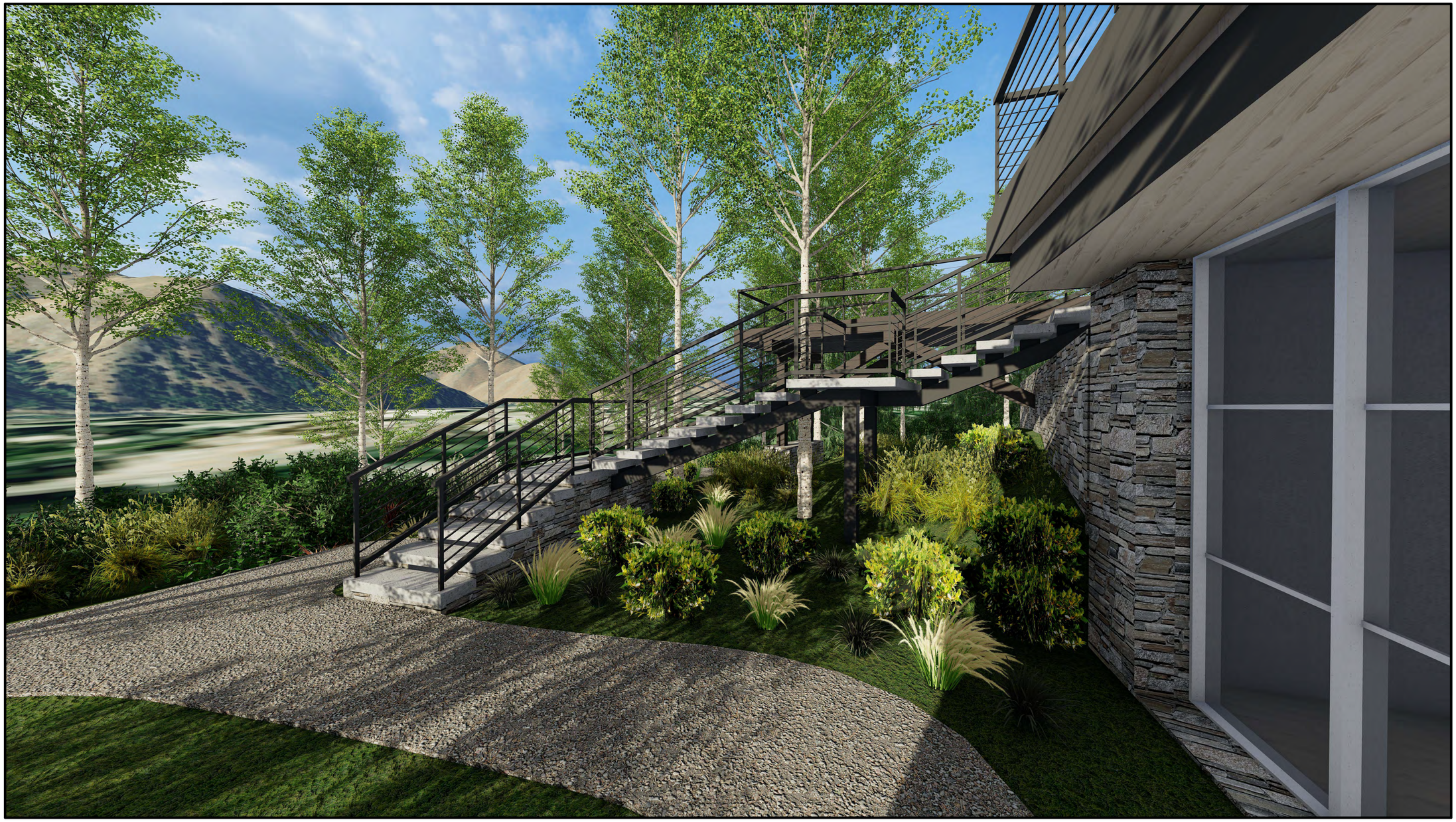

WEST EXTERIOR STAIR RENDERING

6" = 1'-0"

1

EXTERIOR RENDERING

SCALE: 6" = 1'-0"

1 2 4 8

10.04

BROWN SFR - ADDITION

200 LAVA STREET
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STAFF REPORT
KETCHUM PLANNING AND ZONING COMMISSION
MEETING OF JULY 1, 2026

PROJECT:	The Bitterroot
FILE NUMBERS:	P26-010 & P26-012
APPLICATION TYPES:	Final Design Review & Condominium Subdivision Preliminary Plat
PROPERTY OWNER:	Sundance R3 Devco LLC
ARCHITECT:	Daniel Hollis, Hollis Partners Architects
REQUEST:	Construction of a new three-story, three-unit multifamily residential building with associated site and public right-of-way improvements, and a Condominium Subdivision Preliminary Plat establishing three residential condominium units.
LOCATION:	200 N Spruce Ave (Existing: Bitterroot Square Condominiums) RPK07280000010
ZONING:	Mixed-Use Subdistrict of the Community Core (CC-2 Zone)
OVERLAY:	None
REVIEWER:	Abby Rivin, AICP – Senior Planner
NOTICE:	A public hearing notice was mailed to all property owners within 300 feet of the project site on June 10, 2026. The notice was published in the Idaho Mountain Express on June 10, 2026. A notice was posted on the city's website on June 16, 2026 and on the project site on June 24, 2026. The building corners were staked, all trees proposed to be removed were flagged, and the story pole was installed on the project site on June 24, 2026. Public comment is included as Attachment G.

EXECUTIVE SUMMARY

The applicant requests approval of a **Final Design Review** application and a **Condominium Subdivision Preliminary Plat** for redevelopment of the property located at **200 North Spruce Avenue** ("the subject property") within the **Community Core Mixed-Use Subdistrict (CC-2)**. The project, known as **The Bitterroot**, proposes demolition of the existing three-story Bitterroot Square commercial building and construction of a new three-story residential condominium building containing three dwelling units with underground parking, associated site improvements, and a condominium subdivision establishing three residential condominium units.

The subject property contains approximately **16,801 square feet** and occupies a gateway location at the eastern edge of downtown Ketchum. The site is currently developed with the Bitterroot Square building, a three-story commercial building constructed in 1970 that has historically accommodated a variety of professional offices and neighborhood-serving commercial businesses. Although a portion of the property extends into the City of Sun Valley, all existing development and all proposed improvements are located within the City of Ketchum. Accordingly, annexation of the Sun Valley portion of the property is not required.

The Planning and Zoning Commission conducted the required Preapplication Design Review on **September 9, 2025**. Since that review, the project has been substantially revised. The mixed-use concept reviewed during Preapplication has been replaced with a fully residential development through removal of the proposed ground-floor commercial space, reduction in the number of dwelling units from four to three, relocation of the building footprint entirely within the City of Ketchum, elimination of the need for annexation, and refinement of the building's architecture, massing, landscaping, and overall site design.

A unique aspect of this application is that the two requests are vested under different regulatory frameworks. Because the applicant submitted a complete Final Design Review application and paid the required application fees within the 180-day vesting period following the Commission's Preapplication review, the Final Design Review application remains vested under the former provisions of **Titles 16 and 17 of the Ketchum Municipal Code** and the **2014 Comprehensive Plan**. The Condominium Subdivision Preliminary Plat application was submitted following adoption of the City's consolidated Land Development Code and is therefore reviewed under the **2025 Land Development Code** and the **2025 Comprehensive Plan**.

Staff has reviewed the applications for compliance with the applicable regulations. The principal design and planning considerations identified during staff review involve discretionary architectural refinements and broader Comprehensive Plan policy considerations appropriate for Planning and Zoning Commission discussion.

Accordingly, staff recommends that the Planning and Zoning Commission review the Final Design Review application and Condominium Subdivision Preliminary Plat concurrently, provide feedback to the applicant regarding the design and planning considerations identified in this report, and continue both applications to a date certain to allow the applicant an opportunity to respond to the Commission's direction and for staff to prepare any necessary revisions to the findings, conditions of approval, and associated application materials prior to final Commission action. Alternative motions, including approval options and recommended conditions of approval, are provided in the **Staff Recommendation** section of this report should the Commission determine the applications are ready for action.

BACKGROUND

Process to Date

The Planning and Zoning Commission conducted the required Preapplication Design Review for **The Bitterroot** on **September 9, 2025**. Pursuant to former KMC §17.96.010.D.5, applicants completing a Preapplication Design Review were required to submit a complete Final Design Review application and pay all required application fees within 180 calendar days to preserve vesting under the regulations in effect at the time of the Preapplication.

The applicant submitted a complete Final Design Review application and paid the required application fees on **March 3, 2026**, within the required 180-day period. Accordingly, the Preapplication Design Review remains valid, an additional Preapplication Design Review is not required, and the Final Design Review application remains vested under the former provisions of **Titles 16 and 17 of the Ketchum Municipal Code** and the **2014 Comprehensive Plan**. The Condominium Subdivision Preliminary Plat application was submitted on **March 20, 2026**, following adoption of the City's consolidated Land Development Code, and is therefore reviewed under the **2025 Land Development Code** and the **2025 Comprehensive Plan**.

Although a portion of the subject property extends into the City of Sun Valley, the revised project no longer proposes improvements within that portion of the property. Because all proposed development is located entirely within the City of Ketchum, the City Administrator determined that annexation of the Sun Valley portion of the property is not required.

TABLE 1: TIMELINE

Date	Milestone
September 9, 2025	Planning and Zoning Commission conducts required Preapplication Design Review.
March 3, 2026	Complete Final Design Review application submitted and fees paid.
March 20, 2026	Complete Condominium Subdivision Preliminary Plat application submitted and fees paid.
April 17, 2026	First-round City Department review comments issued.
May 1, 2026	Revised plans and supplemental materials submitted.
June 3, 2026	Second-round Planning Department review comments issued.
June 19, 2026	Revised plans and supplemental materials submitted.
July 1, 2026	Planning and Zoning Commission Public Hearing

Previous Preapplication Review

At the September 9, 2025 Preapplication Design Review, the Commission reviewed a mixed-use redevelopment consisting of a three-story building containing approximately 1,000 square feet of ground-floor commercial space and four residential dwelling units. During the meeting, the Commission provided preliminary feedback regarding the project's overall massing, architectural character, relationship to the public realm, streetscape improvements, neighborhood compatibility, and the proposed annexation of the portion of the property located within the City of Sun Valley.

The Preapplication Design Review staff report, application materials, and Planning and Zoning Commission meeting recording are available on the City's website and may be viewed by clicking the link here.

Project Revisions

Following the Preapplication Design Review, the applicant revised the project to respond to Commission and staff comments. The principal revisions are summarized in Table 2.

TABLE 2: PROJECT REVISIONS	
Preapplication (September 2025)	**Current Project**
mixed-use building	fully residential building
1,000 sq ft commercial space	no commercial space
4 dwelling units	3 dwelling units
building extended into City of Sun Valley	building contained within City of Ketchum
annexation required	annexation not required

Department Review

The Final Design Review and Condominium Subdivision Preliminary Plat applications were circulated to the Planning Department and applicable reviewing agencies, including Engineering, Public Works, Water, Wastewater, Streets, and the Ketchum Fire District. Planning staff issued a consolidated first-round review comment letter on **April 17, 2026**, identifying objective code compliance items and recommendations related to discretionary Design Review standards. Following the applicant's revised submittal, Planning staff completed a second round of review and issued a subsequent review comment letter on **June 3, 2026**, identifying the remaining items requiring clarification or refinement. The applicant submitted revised plans and supplemental materials on **June 19, 2026** in response to those comments. The revised Design Review plan set is included as **Attachment A**, and the revised Condominium Subdivision Preliminary Plat is included as **Attachment C**.

The department review process significantly refined the project prior to public hearing. The majority of objective code compliance issues identified during review have been resolved through revised plans or are recommended to be addressed through conditions of approval. The remaining issues discussed in this report primarily involve discretionary Design Review considerations and broader planning policy considerations appropriate for Planning and Zoning Commission discussion. Detailed evaluations of the applicable zoning and dimensional standards, Design Review standards, Preliminary Plat review criteria, and Condominium Subdivision standards are provided in **Attachment E**.

EXISTING SITE

The subject property is located at **200 North Spruce Avenue** within the **Community Core – Mixed-Use Subdistrict (CC-2)** and contains approximately **16,801 square feet**. The property consists of a single parcel under common ownership and occupies a gateway location at the northern edge of downtown Ketchum. Although a portion of the parcel extends into the City of Sun Valley, all existing development is located within the City of Ketchum.

The site is currently developed with the **Bitterroot Square** building, a three-story commercial building constructed in 1970. Over the past five decades, the building has accommodated a variety of professional offices and neighborhood-serving commercial businesses. Surface parking, internal drive aisles, landscaping, and utility infrastructure occupy the remainder of the site.

The property is designated **Mixed Use** on both the 2014 and 2025 Comprehensive Plan Future Land Use Maps and is zoned **Community Core – Mixed-Use Subdistrict (CC-2)**. The CC-2 Zone is intended to accommodate a mix of commercial, residential, lodging, civic, and institutional uses

within a pedestrian-oriented environment while providing a transition between the Retail Core and surrounding neighborhoods.

The site contains relatively few natural constraints; however, several physical characteristics influence redevelopment, including its irregular parcel configuration, frontage along North Spruce Avenue, existing public utilities and infrastructure, and adjacent institutional and residential uses. The property also experiences an approximate **20-foot decrease in elevation** from North Spruce Avenue toward the eastern property boundary adjacent to Trail Creek. This grade change influences site design, building orientation, landscaping, drainage, and grading.

TABLE 3: SURROUNDING LAND USES		
Direction	**Existing Land Use**	**Zoning**
North	Commercial office building	CC-2
West	• Les Saisons mixed-use development (commercial at street level with timeshare units above) • Walnut Avenue Mall (multi-tenant commercial building containing retail, restaurant, personal service, and office uses)	Retail Core & CC-2
Southwest	• Lodges on Trail Creek townhomes • Second Street East Condominiums • Sun Valley Seasons Subdivision	T-4000, GR-H, GR-L
East	• St. Thomas Episcopal Church (City of Sun Valley) • Sun Valley Red Barn (City of Sun Valley) • Sun Valley Stables (City of Sun Valley)	Public/Institutional, Recreation, Open Space
Northeast	• Church of Jesus Christ of LDS (City of Sun Valley) • Our Lady of the Snows Catholic Church (City of Sun Valley) • Champions Meadow (City of Sun Valley) • Horse Pasture (City of Sun Valley)	Public/Institutional, Recreation, Open Space

PROPOSED DEVELOPMENT

The project proposes demolition of the existing Bitterroot Square building and redevelopment of the site with **The Bitterroot**, a new three-story residential condominium building containing three dwelling units. The project includes underground parking, site landscaping, utility improvements, frontage improvements along North Spruce Avenue, and a condominium subdivision establishing three residential condominium units. The Final Design Review plan set is included as **Attachment A**, and the Condominium Subdivision Preliminary Plat is included as **Attachment C**.

TABLE 4: PROJECT SUMMARY	
Item	**Proposed**
Parcel Area	16,801 square feet
Building Use	Residential condominium building
Dwelling Units	3
Gross Floor Area	14,594 square feet
Floor Area Ratio (FAR)	0.89
Building Height	Three stories
Parking	Underground parking garage

Access	Curb cut along Spruce Avenue
Ownership	Condominium subdivision

Building Design
The project consists of a three-story residential condominium building organized around a central pedestrian entry plaza and residential common area along the North Spruce Avenue frontage. The building contains approximately **14,594 square feet** of gross floor area with a Floor Area Ratio (FAR) of approximately **0.89**, below the maximum FAR of **1.0** permitted within the CC-2 Zone.

The upper story is incorporated into a series of pitched roof forms with articulated façades, recessed balconies, dormers, and chimney elements. Residential common areas are located at the ground level, while each dwelling unit is vertically organized over multiple floors.

The proposed architecture incorporates mountain-inspired building forms and a natural material palette. The proposed exterior material palette consists of Haydell Limestone, rough-sawn ThermoWood spruce siding, VMZinc Quartz-Zinc standing seam roofing, and blackened cold-rolled steel accents. The selected materials are durable, high-quality materials that reflect the natural colors and textures of the Wood River Valley, resulting in a palette that is generally compatible with the surrounding townscape and architectural character of downtown Ketchum.

Parking, Access, and Circulation
Vehicular access is provided from a curb cut along Spruce Avenue, which connects to a below-grade parking garage. The garage contains two enclosed parking spaces for each dwelling unit, one ADA-accessible parking space, and bicycle parking. No surface vehicle parking is proposed.

Primary pedestrian access is provided from Spruce Avenue through a landscaped entry plaza and residential lobby. Internal circulation is provided by a shared elevator and stair serving the common areas, while each dwelling unit includes private vertical circulation connecting its individual living levels.

Site Design and Public Improvements
The project includes new landscaping, pedestrian amenities, and public improvements throughout the site and along the North Spruce Avenue frontage. Site improvements include landscaped planting areas, ornamental landscaping, preservation of much of the existing mature vegetation adjacent to Trail Creek, outdoor seating areas, benches, bicycle racks, and pedestrian gathering spaces.

Improvements within and adjacent to the public right-of-way include sidewalk reconstruction, installation of a snowmelt system, utility improvements, landscaping, and streetscape enhancements. Frontage improvements will be completed in accordance with applicable City engineering and public works requirements.

Condominium Subdivision
Concurrent with the Final Design Review application, the applicant requests approval of a Condominium Subdivision Preliminary Plat establishing three residential condominium units together with the associated common elements, limited common elements, utility easements, access easements, and shared maintenance responsibilities. The subdivision establishes the legal

framework for separate ownership of the residential units while maintaining common ownership and maintenance of shared improvements and facilities.

APPLICABLE REVIEW FRAMEWORK

The Planning and Zoning Commission is concurrently reviewing two related land use applications for redevelopment of the subject property:

1. Final Design Review
2. Condominium Subdivision Preliminary Plat

Although the applications are being reviewed concurrently because they involve the same project, each application is vested under a different regulatory framework and must be evaluated using separate approval criteria.

TABLE 5: APPLICABLE REVIEW FRAMEWORK

Application	Applicable Regulations	Decision
Final Design Review	Former Ketchum Municipal Code Title 17—Zoning Regulations and the 2014 Comprehensive Plan	Planning and Zoning Commission
Condominium Subdivision Preliminary Plat	Land Development Code and the 2025 Comprehensive Plan	Planning and Zoning Commission recommendation to City Council

Final Design Review

Because the required Preapplication Design Review was completed prior to adoption of the City's consolidated Land Development Code and the applicant submitted a complete Final Design Review application within the applicable vesting period, the Final Design Review application remains vested under the former provisions of Title 17 of the Ketchum Municipal Code and the 2014 Comprehensive Plan.

The Commission's review of the Final Design Review application is limited to the applicable Design Review approval criteria, zoning regulations, and development standards contained within those regulations.

Condominium Subdivision Preliminary Plat

The Condominium Subdivision Preliminary Plat application was submitted following adoption of the City's consolidated Land Development Code and is therefore reviewed under the 2025 Land Development Code and the 2025 Comprehensive Plan.

The Commission's review of the Preliminary Plat focuses on the applicable subdivision review criteria, condominium subdivision standards, zoning regulations, and consistency with the adopted 2025 Comprehensive Plan before making a recommendation to the City Council.

Organization of this Report

The remainder of this report is organized to reflect the applicable review framework for each application.

Detailed evaluations of the applicable code requirements are provided in Attachment E, including:

- **Attachment E1** — Zoning and Dimensional Standards Evaluation
- **Attachment E2** — Design Review Standards Evaluation
- **Attachment E3** — Preliminary Plat Review Criteria and Condominium Subdivision Standards Evaluation

The body of this report focuses on the principal planning and design considerations for Commission deliberation, while Attachment E contains the detailed standard-by-standard analysis supporting staff's evaluation.

PLANNING CONTEXT

The subject property is located within the Community Core at the eastern edge of downtown Ketchum, an area that has historically served as the City's primary commercial, civic, and social center. Over time, downtown has evolved from a traditional commercial district into a compact, pedestrian-oriented mixed-use environment that accommodates commercial, residential, lodging, civic, institutional, and public uses while continuing to function as the City's principal business district and community gathering place.

The Community Core contains a diverse mix of locally owned businesses, professional offices, restaurants, retail establishments, lodging, public spaces, and residential development. Ground-floor commercial activity, pedestrian-oriented streetscapes, and a concentration of employment and services contribute to downtown's economic vitality, walkability, and year-round activity. As redevelopment opportunities become increasingly limited, individual redevelopment projects play an important role in shaping the future mix of commercial activity, housing, employment, and public spaces within the Community Core.

The City's planning priorities have evolved in response to these changing conditions. While both the 2014 and 2025 Comprehensive Plans support compact redevelopment, reinvestment, walkability, and high-quality urban design, the 2025 Comprehensive Plan places greater emphasis on community housing, year-round economic resilience, retention of local-serving businesses and employment opportunities, and reinforcing the Community Core as the City's primary commercial and civic center.

The following sections evaluate the proposal under the applicable approval criteria for the Final Design Review and Condominium Subdivision Preliminary Plat within the planning context described above. *The discussion below evaluates each application under its respective approval criteria.*

FINAL DESIGN REVIEW

Applicable Regulations

The Final Design Review application is vested under the former provisions of **Title 17 of the Ketchum Municipal Code** and the **2014 Comprehensive Plan**. Pursuant to former KMC §17.96.050.A, the Planning and Zoning Commission shall determine that:

1. The proposal does not jeopardize the health, safety, or welfare of the public;
2. The proposal generally conforms with the goals, policies, and objectives of the adopted Comprehensive Plan; and
3. The proposal conforms to all applicable Design Review standards and other applicable provisions of the Ketchum Municipal Code.

Detailed evaluations of the applicable zoning, dimensional, and Design Review standards are provided in **Attachment E1** and **Attachment E2**. The discussion below summarizes the principal planning and design considerations identified during staff review.

Finding 1—Public Health, Safety, and Welfare

The project redevelops an existing commercial property with a new three-story residential condominium building served by underground parking, upgraded utilities, new landscaping, and frontage improvements along North Spruce Avenue. The application was reviewed by the Planning Department, Engineering, Public Works, Water, Wastewater, Streets, and the Ketchum Fire District.

Staff's review indicates that the proposal substantially complies with the applicable technical requirements intended to protect public health, safety, and welfare. Remaining technical items have either been addressed through revised plans or are recommended to be addressed through conditions of approval.

Finding 2—General Conformance with the 2014 Comprehensive Plan

The proposal is generally consistent with the goals, policies, and objectives of the 2014 Comprehensive Plan related to redevelopment, compact development, downtown housing, and high-quality urban design. The project represents reinvestment in an existing downtown property, replaces an aging commercial building with new construction, and provides additional residential opportunities within walking distance of employment, services, parks, transit, and other community amenities.

Since the Commission's Preapplication Design Review, the project has evolved from a mixed-use redevelopment to a fully residential condominium development through the removal of the proposed ground-floor commercial space and reduction in the number of residential units from four to three. As a result, the proposal differs from the mixed-use concept previously reviewed by the Commission and presents a different relationship to Comprehensive Plan policies that encourage mixed-use development, active commercial streets, and retention of local-serving businesses within the Community Core.

Because the applicable approval criterion requires **general conformance** with the Comprehensive Plan rather than strict consistency with every goal and policy, staff concludes that the proposal generally conforms with the 2014 Comprehensive Plan while recognizing that the transition from a mixed-use project to a fully residential development presents broader planning considerations regarding the long-term balance of residential and commercial uses within the Community Core.

Finding 3—Conformance with Design Review Standards

Staff reviewed the proposal for compliance with all applicable Design Review standards contained in former Title 17.

Detailed analysis of each applicable Design Review standard is provided in Attachment E2. Staff finds the proposal substantially complies with the applicable Design Review standards. The remaining issues identified during staff review relate primarily to discretionary architectural refinement—including roof composition, façade articulation, chimney design, and ground-floor activation—rather than objective code compliance. The project incorporates high-quality exterior materials, articulated building forms, underground parking, substantial landscaping, and streetscape improvements that are generally consistent with the intent of the Design Review Ordinance.

The remaining issues identified during staff review primarily involve discretionary architectural refinements rather than objective code compliance.

Commission Discussion

The Final Design Review application presents a high-quality redevelopment project that generally satisfies the applicable zoning regulations and Design Review standards. The remaining issues identified by staff primarily involve discretionary architectural refinements rather than objective code compliance.

Accordingly, staff recommends that the Planning and Zoning Commission focus its discussion on the architectural and urban design considerations identified below and provide direction to the applicant regarding any desired refinements prior to taking final action on the Design Review application.

Building Massing and Roof Composition

The proposed building utilizes traditional roof forms, dormers, chimneys, and natural materials that are generally compatible with the surrounding mountain architectural character. Staff finds that the overall architectural concept is appropriate for the site.

Staff believes, however, that additional refinement of the upper roof forms and third-floor massing could further reduce the perceived scale of the building along the Spruce Avenue frontage. In particular, greater differentiation between the roof planes and upper-level elements would improve façade composition and strengthen the visual hierarchy of the building.

Exterior Materials and Colors

The proposed exterior material palette includes limestone veneer, ThermoWood spruce siding, standing-seam metal roofing, and blackened steel accents. These materials are durable and generally compatible with the surrounding townscape.

Staff notes that the proposed stone and wood materials are similar in tone and value, resulting in limited visual contrast between primary façade materials. Introducing additional variation in material tone, finish, or detailing would enhance façade articulation and reinforce the architectural expression intended by the Design Review standards.

Chimney and Vertical Elements

The proposed chimney elements are prominent architectural features visible from both North Spruce Avenue and Sun Valley Road. Staff finds that reducing the apparent scale of these vertical elements and incorporating additional articulation would improve their relationship to the overall building composition and reduce their visual dominance.

Public Realm

The project includes significant streetscape improvements, including a landscaped pedestrian plaza, new sidewalk improvements, landscaping, bicycle parking, and underground parking that minimizes the visual presence of vehicles. These improvements represent a significant investment in the public realm and will enhance the pedestrian environment along the eastern gateway into downtown Ketchum. Staff recommends the Commission consider whether additional opportunities exist to strengthen the pedestrian experience along the Spruce Avenue frontage.

CONDOMINIUM SUBDIVISION PRELIMINARY PLAT

Applicable Regulations

The Condominium Subdivision Preliminary Plat application is vested under the **2025 Land Development Code** and the **2025 Comprehensive Plan**. Pursuant to LDC §16.07.080.A.1.d, the Planning and Zoning Commission shall review the Preliminary Plat and make a recommendation to the City Council based on whether the proposal:

1. Is consistent with the Comprehensive Plan;
2. Complies with the subdivision standards of Chapter 16.06;
3. Complies with the applicable zoning district standards;
4. Complies with the applicable use, dimensional, design, and development standards of the Land Development Code;
5. Provides an appropriate layout of lots, access, utilities, drainage, and public facilities;
6. Demonstrates the availability of public water and sewer service; and
7. Identifies and adequately mitigates known natural hazard areas.

A detailed evaluation of the Preliminary Plat review criteria, subdivision standards, and condominium subdivision requirements is provided in **Attachment E3**. The discussion below summarizes the principal planning considerations relevant to the Commission's recommendation.

Finding 1—Consistency with 2025 Comprehensive Plan

Unlike the Final Design Review application, which is evaluated under the 2014 Comprehensive Plan, the Condominium Subdivision Preliminary Plat is reviewed under the 2025 Comprehensive Plan and requires consideration of broader land use and community planning objectives in addition to compliance with the technical subdivision standards of the Land Development Code.

As discussed in the Planning Context section, the 2025 Comprehensive Plan continues to support redevelopment, reinvestment, walkability, and high-quality urban design within the Community Core while placing greater emphasis on community housing, year-round economic resilience, retention of local-serving businesses and employment opportunities, and reinforcing downtown Ketchum as the City's primary commercial and civic center.

The proposal advances several objectives of the 2025 Comprehensive Plan by reinvesting in an existing downtown property, providing three new residential ownership opportunities within walking distance of employment, parks, transit, and commercial services, and incorporating streetscape improvements that enhance the pedestrian environment and public realm.

The proposal does not include community housing. Although it increases the City's housing inventory by adding three market-rate ownership units, it does not contribute to the Comprehensive Plan's objective of expanding community housing opportunities within the Community Core.

The proposal also replaces an existing multi-tenant commercial building with a fully residential condominium development, eliminating existing commercial floor area and the employment opportunities historically associated with the site. As a result, the proposal presents a different relationship to Comprehensive Plan policies supporting commercial activity, active ground-floor uses, local-serving businesses, and a balanced mix of land uses within the Community Core.

Staff's review indicates that the proposal complies with the applicable subdivision and development standards of the Land Development Code. The principal remaining considerations relate to the

proposal's consistency with the broader policy direction established by the 2025 Comprehensive Plan. In making its recommendation to the City Council, the Commission should weigh the proposal's contribution to downtown reinvestment, housing, and public realm improvements together with the Plan's increased emphasis on community housing, economic vitality, commercial activity, and employment within the Community Core.

Finding 2—Condominium Subdivision Preliminary Plat Standards

Subdivision Design

The proposed condominium subdivision substantially complies with the applicable subdivision standards. The subdivision establishes a legal framework for separate ownership of the three residential units while maintaining common ownership and maintenance responsibilities for shared access, utilities, parking, landscaping, and other common elements. The subdivision does not create additional development lots or public streets.

Infrastructure and Public Improvements

The project will be served by existing public streets, water, sewer, and utility infrastructure. Engineering, Public Works, Water, Wastewater, Streets, and the Ketchum Fire District have reviewed the proposal and identified technical requirements that have either been incorporated into the revised plans or are recommended as conditions of approval.

The project also includes frontage improvements along North Spruce Avenue, including sidewalk reconstruction, landscaping, utility improvements, snowmelt infrastructure, and streetscape enhancements that contribute positively to the pedestrian environment and public realm.

Commission Discussion

Staff's review indicates that the proposal substantially complies with the applicable subdivision regulations, zoning standards, and condominium subdivision requirements of the 2025 Land Development Code. The detailed analysis supporting these conclusions is provided in **Attachment E3**.

The remaining issues identified in this report are not related to technical subdivision compliance. Rather, they involve broader planning policy considerations regarding redevelopment of a commercially developed property within the Community Core and the long-term balance between housing, commercial activity, employment, and community objectives established by the 2025 Comprehensive Plan.

Accordingly, staff recommends that the Planning and Zoning Commission focus its discussion on these broader planning considerations, together with the Design Review discussion, before making its recommendation to the City Council regarding the proposed Condominium Subdivision Preliminary Plat.

TABLE 6: COMMISSION DISCUSSION SUMMARY

Topic	Staff Observation	Commission Discussion
Building Massing	The third floor is incorporated within a continuous roof form, with projecting bay elements extending above the primary roof plane. As a result, the upper portion of the building reads as a continuous mass along the Spruce Avenue elevation, creating a	Does the Commission support additional refinement of the roof composition and upper-story massing?

	squat, top-heavy appearance and limiting the roof's ability to reduce the perceived scale of the building. Additional differentiation and articulation of the roof composition could strengthen the building's architectural character and better satisfy the intent of KMC §§17.96.060.F.2 and F.5.	
Exterior Materials & Colors	The proposed palette of natural limestone, ThermoWood spruce cladding, and quartz-zinc standing seam roofing is compatible with the building's contemporary mountain architectural character. However, the stone, wood, and zinc materials are similar in tone and value, limiting visual contrast and diminishing façade articulation. Greater differentiation between primary materials could strengthen the building's architectural expression and better achieve the intent of KMC §§17.96.060.E.1, F.2, and F.5.	Would the Commission support refinement of the exterior material palette to increase façade articulation and visual interest?
Chimneys	The proposed chimney elements are visually prominent architectural features. The chimney on the Spruce Avenue elevation extends well above the roofline, while the chimney on the east elevation extends the full height of the building with limited articulation. Additional refinement could reduce their visual prominence and better integrate them into the overall building composition.	Would additional articulation or redesign of the chimney elements improve the overall architectural composition?
Public Realm	The proposal includes significant public realm improvements, including widened sidewalks, a publicly accessible plaza, street trees, landscaping, bicycle parking, seating, and other pedestrian amenities. At preapplication, however, the project included ground-floor commercial space along the Spruce Avenue frontage. The current proposal replaces that commercial frontage with a semi-enclosed colonnade and residential common area, reducing transparency and opportunities for active street-level uses. Staff believes this change may lessen pedestrian activity and downtown vitality, particularly during winter months, and recommends the Commission consider whether additional active frontage or pedestrian-oriented elements are warranted.	Does the Commission support additional pedestrian-oriented enhancements or opportunities for greater street activation along the Spruce Avenue frontage?
Comprehensive Plan	The proposal substantially complies with the applicable development standards of the Ketchum Municipal Code. The principal remaining consideration is whether the proposal is consistent with the broader policy direction of the 2025 Comprehensive Plan regarding downtown vitality,	Does the Commission find the proposal consistent with the applicable Comprehensive Plan policies?

	mixed-use development, and active commercial frontages within the Community Core.	

STAFF RECOMMENDATION

Staff concludes that the proposal substantially complies with the applicable zoning, subdivision, and development standards and that the remaining issues involve discretionary design refinement and Comprehensive Plan policy considerations rather than objective code compliance. The remaining issues identified in this report involve discretionary design considerations and broader planning policy questions appropriate for Planning and Zoning Commission discussion. Accordingly, staff recommends continued review to allow refinement of the proposal prior to final action.

Accordingly, staff recommends that the Planning and Zoning Commission:

1. Receive the staff presentation, applicant presentation, and public testimony;
2. Discuss the design and planning considerations identified throughout this report;
3. Provide direction to the applicant regarding any desired architectural, site design, or policy refinements; and
4. Continue the public hearing on both the Final Design Review application and the Condominium Subdivision Preliminary Plat application to July 16, 2026, to allow the applicant an opportunity to respond to the Commission's direction prior to final action.

Recommended Motion

Motion to Continue

I move to continue the public hearing for Final Design Review Application P26-010 and Condominium Subdivision Preliminary Plat Application P26-012 to July 16, 2026, to allow the applicant an opportunity to respond to Planning and Zoning Commission direction regarding the design and planning considerations discussed during the public hearing.

Commission Options

Following public testimony and Commission deliberation, the Planning and Zoning Commission may:

Option 1—Continue the Applications (Staff Recommendation)

Continue both applications to July 16, 2026, to allow the applicant an opportunity to respond to Commission direction and for staff to prepare any necessary revisions to the findings, conditions of approval, and associated application materials.

Option 2—Approve Subject to Conditions

Approve the Final Design Review application and recommend approval of the Condominium Subdivision Preliminary Plat, subject to conditions of approval.

Option 3—Deny

Deny one or both applications upon making findings that the applicable approval criteria have not been satisfied.

Recommended Conditions of Approval

Draft recommended Conditions of Approval for both the Final Design Review and Condominium Subdivision Preliminary Plat are included in Attachment F. Should the Commission determine the applications are ready for approval, the Commission may approve the applications subject to those

conditions, modify the proposed conditions, or direct staff to prepare revised conditions consistent with the Commission's action.

ATTACHMENTS:

A. Design Review Plan Set
B. Design Review Supplemental Materials
C. Condominium Subdivision Preliminary Plat
D. Condominium Subdivision Preliminary Plat Supplemental Materials
E. Staff Analysis
    1. Zoning and Dimensional Standards Evaluation
    2. Design Review Standards Evaluation
    3. Preliminary Plat Requirements & Condominium Subdivision Standards Evaluation
F. Recommended Conditions of Approval
G. Public Comment

Attachment A

Design Review Plan Set



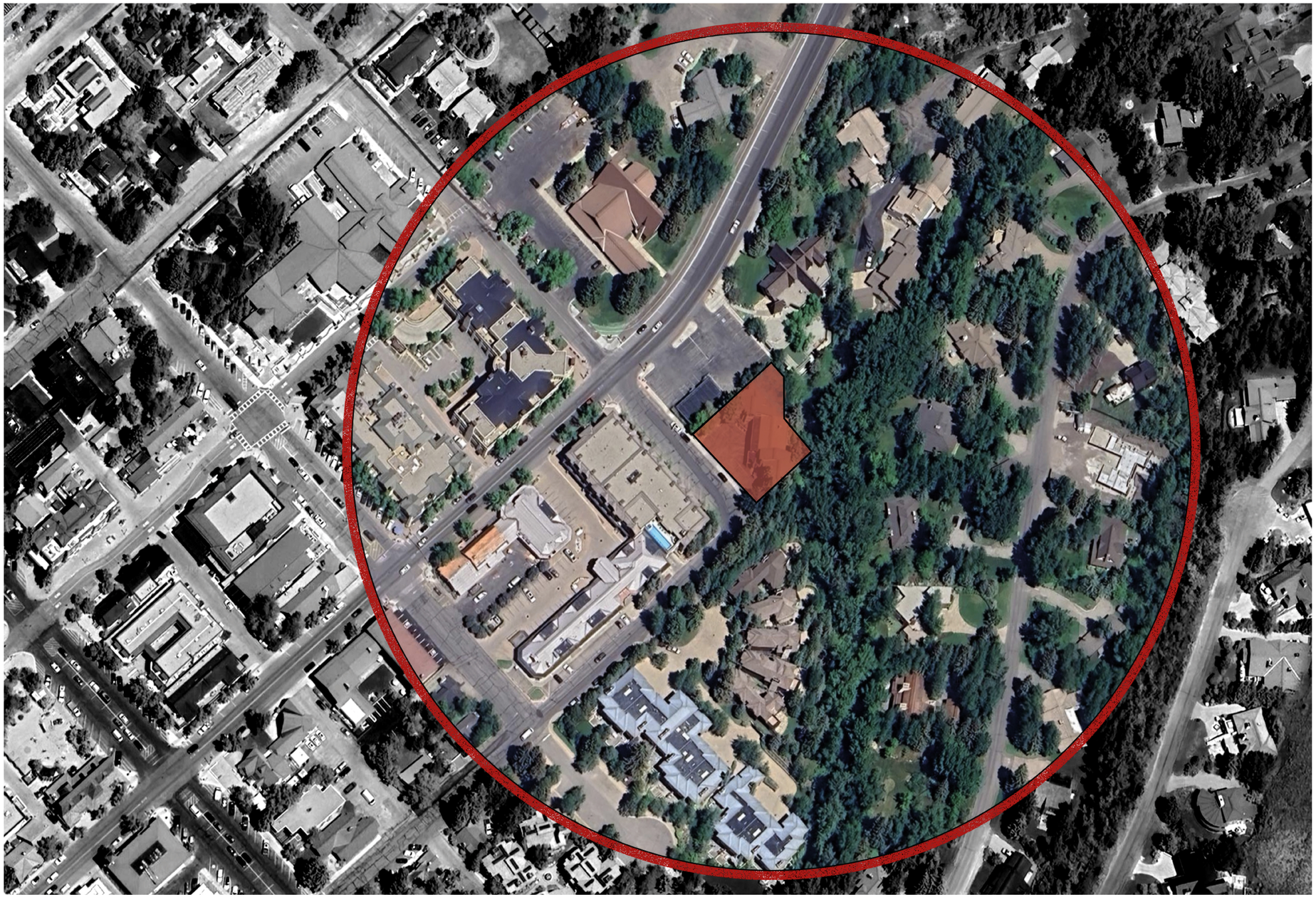
THE BITTERROOT

200 SPRUCE AVENUE - KETCHUM IDAHO

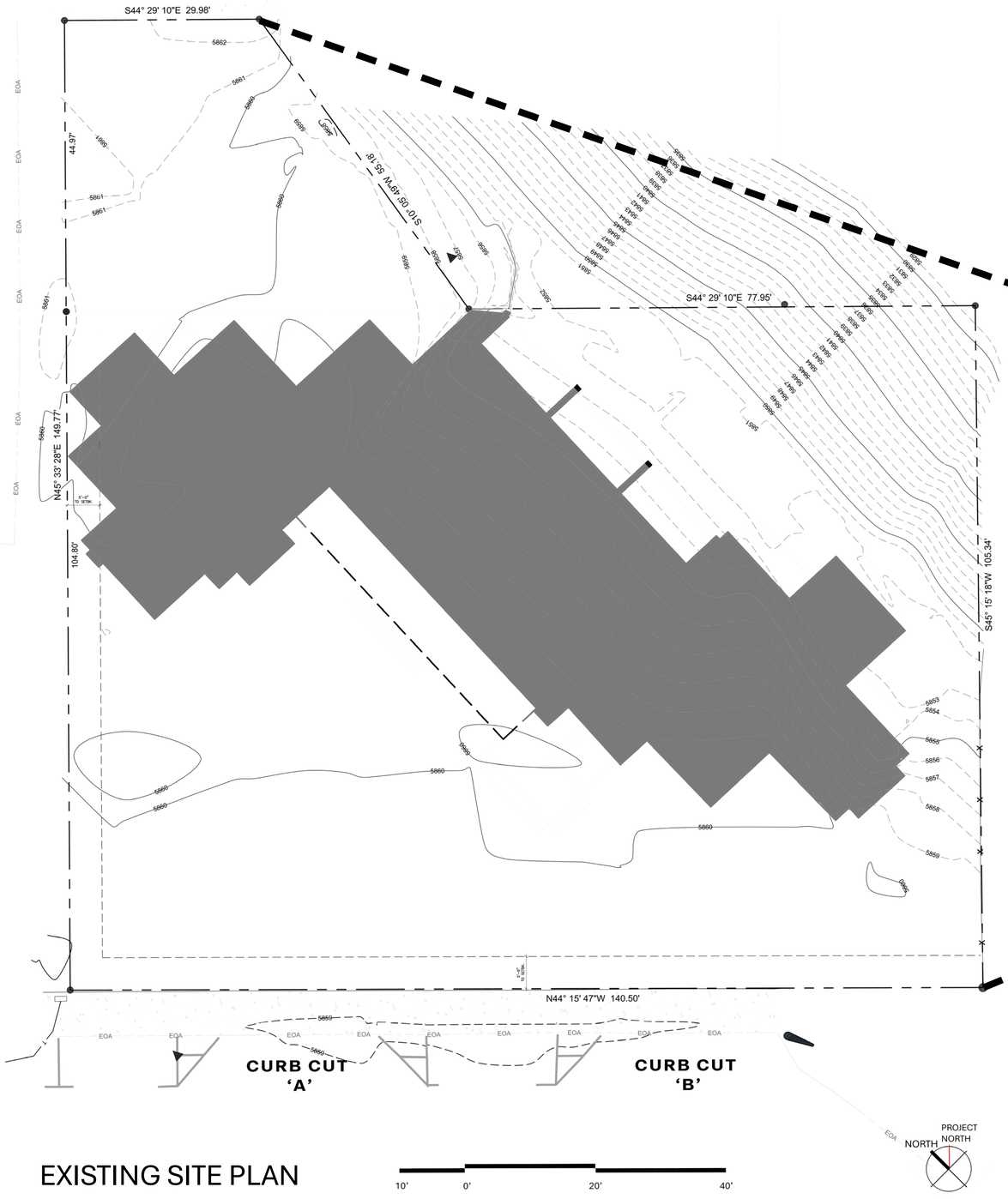
ARCHITECT	LOCAL ARCHITECT	LANDSCAPE ARCHITECT	MEP ENGINEER	SURVEYOR	CIVIL ENGINEER	CONTRACTOR
CHRISTIAN THOMAS STUDIO 142 BEACON LANE JUPITER, FLORIDA 561.339-0573	HOLLIS & PARTNERS PO BOX 1769 KETCHUM, IDAHO 208.721-7160	NS CONSULTING, PLLC 380 E. HIGHWAY 26 SHOSHONE, IDAHO 208.320-2911	DC ENGINEERING 440 E CORPORATE DR MERIDIAN, IDAHO 208.493-0088	MARK PHILLIPS LAND SURVEYING, PLLC HAILEY, IDAHO 208.720-3760	OPAL ENGINEERING, PLLC PO BOX 2530 HAILEY, IDAHO 208.720-9608	PIONEER CONTRACTING GROUP PO BOX 3488 105 LEWIS STREET, SUITE 104 KETCHUM, IDAHO 208.720-7930

PROJECT OVERVIEW

PROJECT LOCATION



EXISTING SITE PLAN & ZONING INFORMATION



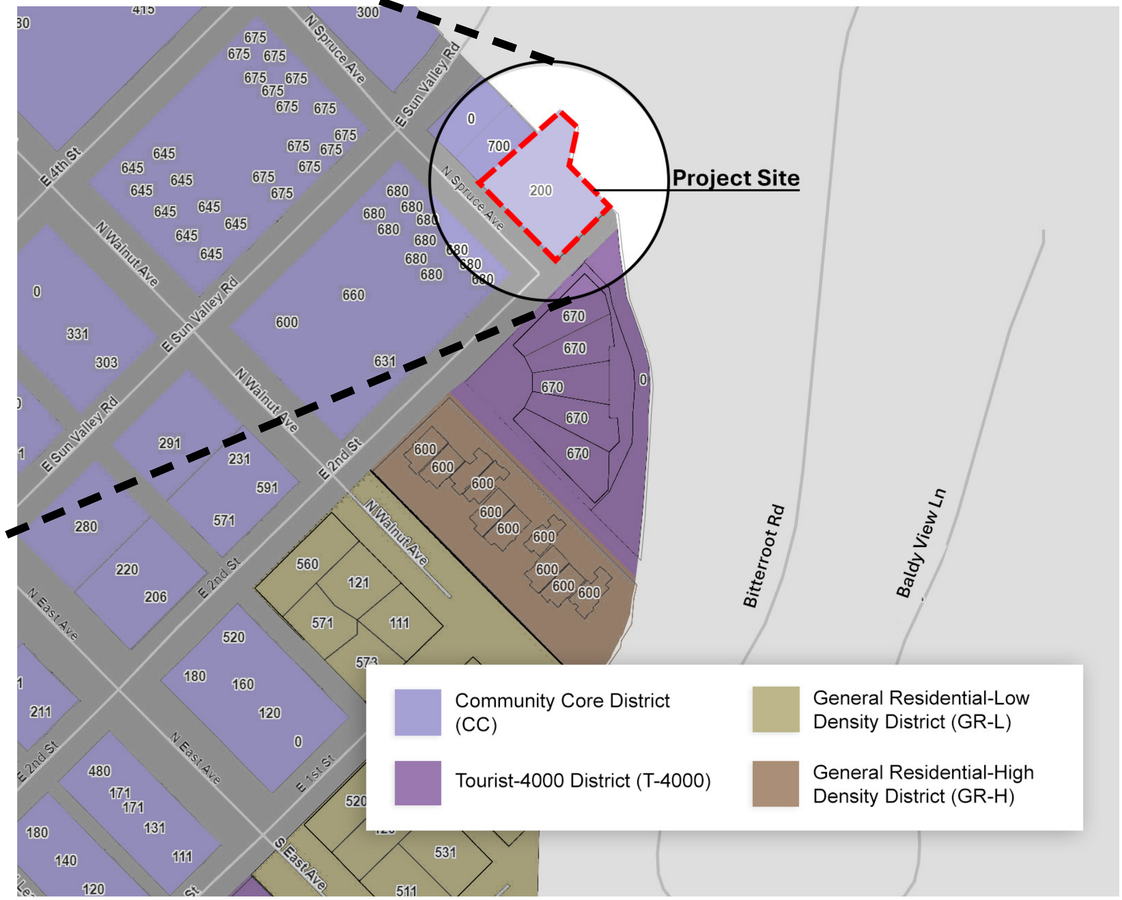
EXISTING SITE PLAN

LEGAL DESCRIPTION:
Bitterroot Square Condos Unit 1-9 Parcel

Lot Size:

Ketchum:	14,734 SF
Sun Valley:	2,067 SF
Total:	**16,801 SF**

Code:	2018
Zoning:	CC-2 Community Core - Mixed Use
Current Use:	Commercial Tenant Building
Proposed Use:	Residental



SITE CONTEXT











SITE CONTEXT





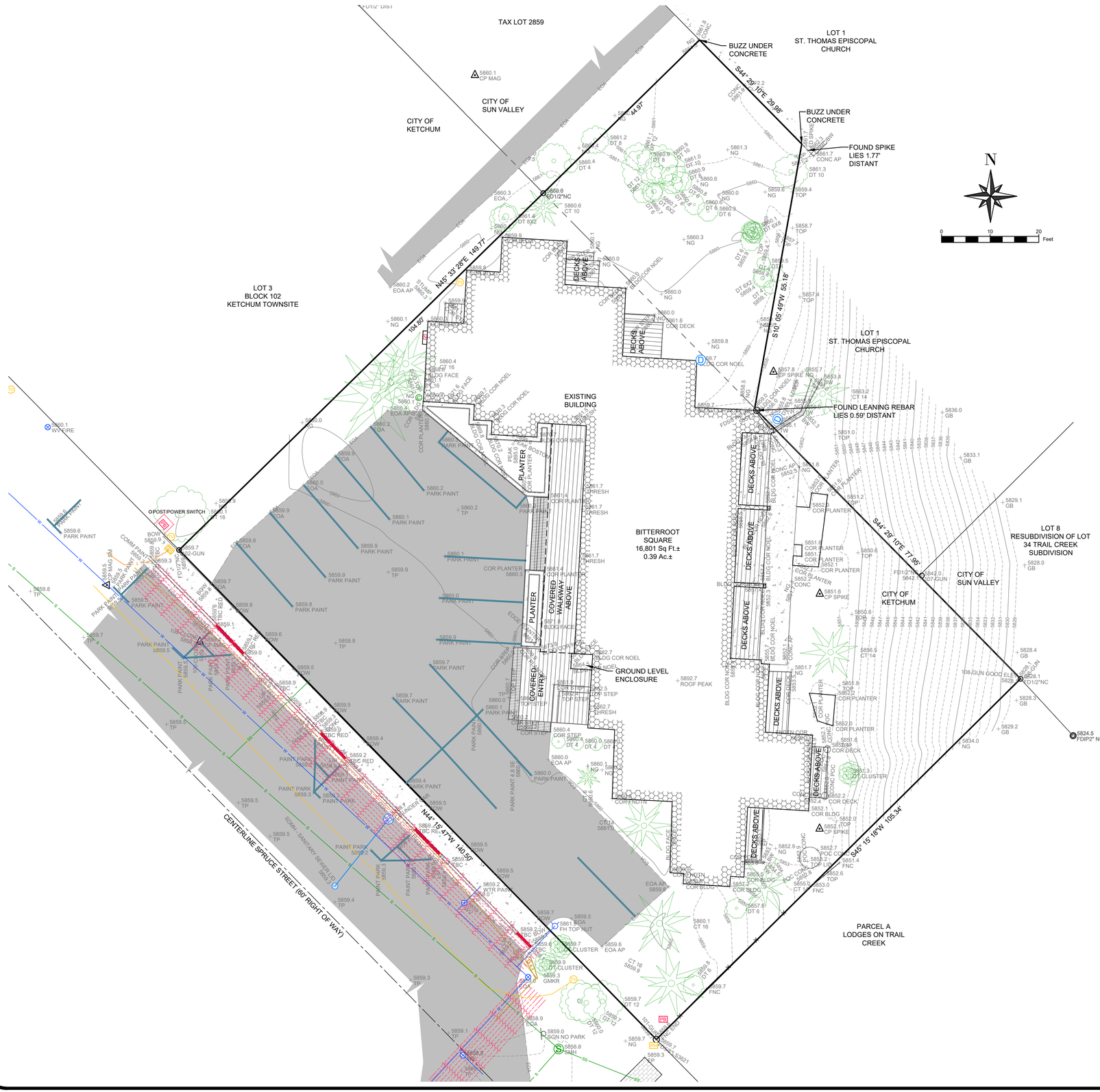








SITE PARAMETERS



LEGEND

- Property Line
- Adjoiner's Lot Line
- Centerline of Right of Way
- City Limits Line
- Covered Walkway
- Existing Structure
- Wood Deck
- Metal Grate Step
- EOA = Edge of Asphalt
- Asphalt
- Pavers
- Concrete
- 1' Contour Interval
- 5' Contour Interval
- Paint Striping
- Wall Line
- FNC = Fence Line
- Wood Planter Line
- Buried Power Line
- W — Water line per City of Ketchum Map
- SD — Stormdrain Line
- S — Sewermain Line per City of Ketchum Map
- SS — Sewer Service Line per City of Ketchum Map
- T — Buried Telephone Line
- TV — Buried Cable Television Line
- G — Gas Line
- CP = Survey Control
- FD1/2" = Found 1/2" Rebar
- FD5/8" = Found 5/8" Rebar
- FDIP = Found Iron Pipe
- SGN = Sign
- SGN = Sign
- PB — PBOX = Power Box
- PH — PHBOX = Telephone Riser
- GMKR = Gas Marker
- WV = Water Valve
- FH = Fire Hydrant
- CB = Catch Basin
- DWELL LDSCP = Landscape Drywell
- SDMH = Stormdrain Manhole
- TV — TVBOX = Cable Television Riser
- SCO = Sewer Cleanout
- SMH = Sewer Manhole
- CT = Coniferous Tree
- DT = Deciduous Tree
- DT CLUSTER = Deciduous Cluster
- AP = Angle Point
- BLDG = Building
- BOW = Back of Walk
- BW = Bottom of Wall
- COMM = Communication
- CONC = Concrete
- COR = Corner
- EP = Edge of Pavers
- FD = Found
- FNDTN = Foundation
- FL = Flowline of Gutter
- GB = Grade Break
- LIP = Lip of Gutter
- LS = Land Surveyor
- MAG = Magnetic Nail
- NC = No Cap
- NG = Natural Ground
- NOEL = No Elevation
- POC = Point on Curve
- TBC = Top Back of Curb
- THRESH = Threshold
- TOP = Top of Slope
- TP = Top of Pavement
- TW = Top of Wall
- WTR = Water

SURVEY NARRATIVE & NOTES:

1) THE PURPOSE OF THIS MAP IS TO SHOW TOPOGRAPHIC FEATURES BASED ON FIELD WORK GATHERED ON 9/19 & 9/20, 2023, FOR SITE DESIGN AND THE CONTENT IS RELATIVE TO THE INTENDED USE. UNAUTHORIZED CHANGES OR ADDITIONS TO THE EXISTING DATA SHOWN ON THIS MAP IS STRICTLY PROHIBITED. ANY USES OF THIS MAP BEYOND THE STATED PURPOSE REQUIRES THE AUTHORIZATION OF PHILLIPS LAND SURVEYING, PLLC.

2) THE BOUNDARY SHOWN IS BASED ON FOUND MONUMENTS AND THE PLAT OF BITTERROOT SQUARE, INSTRUMENT NUMBER 215265, RECORDS OF BLAINE COUNTY, IDAHO.

3) VERTICAL CONTROL: NAVD 1988. PROJECT BENCHMARK IS THE TOP OF THE MAGNETIC NAIL, SHOWN AS SURVEY CONTROL POINT 100, ELEVATION = 55859.36'

4) UNDERGROUND UTILITIES SHOWN ARE A COMBINATION OF CITY OF KETCHUM UTILITY MAPS AND ABOVE GROUND VISIBLE UTILITY FEATURES. DIGLINE OR PRIVATE UNDERGROUND UTILITY LOCATING SERVICE SHOULD BE CONTACTED PRIOR TO ANY EXCAVATION.

5) DURING THE COURSE OF THIS SURVEY IT WAS OBSERVED THAT THE PROPERTY APPEARS TO BE WITHIN THE CITY OF KETCHUM AND WITHIN THE CITY OF SUN VALLEY, BASED ON THE ABOVE LISTED PLAT FOR THE SUBJECT PROPERTY. IT ALSO APPEARS, BASED ON THE SIZE AND SHAPE OF THE BUILDING, THAT UNITS WERE ADDED, HOWEVER, A REPLAT OF THE CONDOMINIUM UNITS DOES NOT APPEAR TO HAVE TAKEN PLACE BASED ON PUBLIC RECORD.

6) STUMPS EXIST ON THE PROPERTY, HOWEVER, WERE NOT LOCATED AS A PART OF THIS SURVEY.

7) IRRIGATION CONTROL BOXES WERE NOT OBSERVED DURING THE COURSE OF THIS SURVEY.

8) THE PORTION OF THE PROPERTY WITHIN THE CITY OF KETCHUM IS 14,734 Sq. Ft.± (0.34 Ac.±) AND THE PORTION WITHIN THE CITY OF SUN VALLEY IS 2,067 Sq. Ft.± (0.05 Ac.±).

PROFESSIONAL LAND SURVEYOR LICENSED 16670 04/22/2026 STATE OF IDAHO MARK E. PHILLIPS

REUSE OF DRAWINGS
This map, or any portion thereof, shall not be used on any Project or extension of this Project except by agreement in writing with Phillips Land Surveying, PLLC

NO	DATE	BY	REVISIONS
1	04/22/26	MEP	NOTE 8 ADDED FOR PROPERTY AREAS

DRN: MEP
CHK: MEP
PM: MEP
DATE: 04/22/26
JOB #: 2023-77

PROJECT INFORMATION
C:_CIVIL 3D PROJECTS\2023-77 - 200 N Spruce\200 N Spruce Topo.dwg 10/11/23 8:36:45 AM

PHILLIPS LAND SURVEYING, PLLC
HAILEY, IDAHO
Phone: (208) 720 - 3760
Email: pls16670.id@gmail.com

A TOPOGRAPHIC MAP SHOWING
BITTERROOT SQUARE
LOCATED WITHIN SECTION 18, T.4 N., R.18 E., B.M.,
CITY OF KETCHUM & CITY OF SUN VALLEY, BLAINE COUNTY, IDAHO
PREPARED FOR GALENA PEAK PARTNERS

1 OF 1

PROJECT DIRECTORY

DEVELOPER

SUNDANCE RS DEVCO LLC
PO BOX 5023
KETCHUM, ID 83340
CONTACT ARCHITECT FOR
ALL CLIENT COMMUNICATION

ARCHITECT

CHRISTIAN THOMAS STUDIO
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P: 561.339.0573
E: chistian@christianthomasinc.com

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DC ENGINEERING @ DESIGN
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GEOTECHNICAL ENGINEER

BUTLER ASSOCIATES, INC
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CIVIL ENGINEER

OPAL ENGINEERING, PLLC
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E: bill.clayton@shumscoda.com

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DC ENGINEERING @ DESIGN
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E: rewing@dcengineering.net

LANDSCAPE ARCHITECT

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SHOSHONE, ID 83352
P: 208.320.2911
E: nathanwschutte@gmail.com

PROJECT DATA

LEGAL OWNER	SUNDANCE R3 DEVCO LLC
OWNER'S ADDRESS	200 SPRUCE STREET
	KETCHUM, ID, 83340
	RPK07280000010

SITE INFORMATION

LEGAL DESCRIPTION:
BITTEROOT SQUARE CONDOS UNIT 1-9 PARCEL

CODE:	2018	
ZONING:	CC-2 COMMUNITY CORE- MIXED USE	
CURRENT USE:	COM. TENANT BLDG	
PROPOSED USE:	RESIDENTIAL	
SETBACKS REQUIRED:	SOUTH (SPRUCE AVE):	AVERAGE OF 5'-0" (26'-0" PROPOSED)
	WEST SIDE:	0'-0" (6'-2 1/2" PROPOSED)
	EAST SIDE:	0'-0" (3'-7 1/4" PROPOSED)
	NORTH (REAR):	0'-0" (45'-3 1/2" PROPOSED SUPPORT COLUMNS TO BUILDING)
HT LIMITATION	42' (PROPOSED 41'-7 5/8")	

AVERAGE GRADE ALONG ALL PROPERTY LINE:

PROPERTY CORNERS:	5859.7'
	5859.7'
	5828.1'
	5859.0'
	5861.7'
	5861.8'
	35,130.0'
	35,130.0/6 = 5855.0'

USE OCCUPANCY:	RESIDENTAL: GROUP R-2 PARKING: GROUP U / S-2
CONST. TYPE	TYPE II-B (SPRINKLERED)
FLOOR LIVE LOAD:	100 PSF, 40 PSF RESIDENTAL
ROOF LIVE LOAD:	100 PSF (SNOW LOAD)
SEISMIC ZONE:	D1
WIND LOADS:	115 MPH 3 SECOND GUST (ULT) CATEGORY II IMPORTANCE FACTOR = 1

CODE COMPLIANCE:	IBC	2018
	IRC	2018
	IECC	2018
	CMEC	2018
	IPMC	2018
	IFC	2018

PROVIDE REQUIRED UNDER FLOOR VENTING/
RADON MITIGATION AS REQUIRED.

PROVIDE REQUIRED UNDER FLOOR VENTING
MOLD MITIGATION AS REQUIRED

PROVIDE UNDER FLOOR (CRAWL SPACE)
VENTILATION OF 1 CFM PER 150 SF OF FLOOR AREA

BUILDING PROGRAM

SITE AREA	=	16,801 SF
PROPOSED SF (GROSS):		
BASEMENT LEVEL	=	9,210.5 SF (INCLUDING RAMP)
GROUND LEVEL	=	6,960 SF
SECOND LEVEL	=	6,130 SF
THIRD LEVEL	=	1,503.6 SF
TOTAL ABOVE GRADE	=	14,593.6 SF
LOT COVERAGE		= 41,4%
AVERAGE 5' SETBACK ALONG SPRUCE		
REQUIRED	=	702.5 SF
PROPOSED	=	1,721.2 SF

PROPOSED PROGRAM SQUARE FOOTAGE BREAKDOWN:

UNIT 1	=	3,770,3 SF NET
UNIT 2	=	3,725,3 SF NET
UNIT 3	=	4,220.5 SF NET
COMMON AREA/MECH	=	2,096 SF NET

FAR CALCULATION:

TOTAL AREA	**=**	**14,593.6 SF**
SITE AREA	**=**	**16,801 SF**

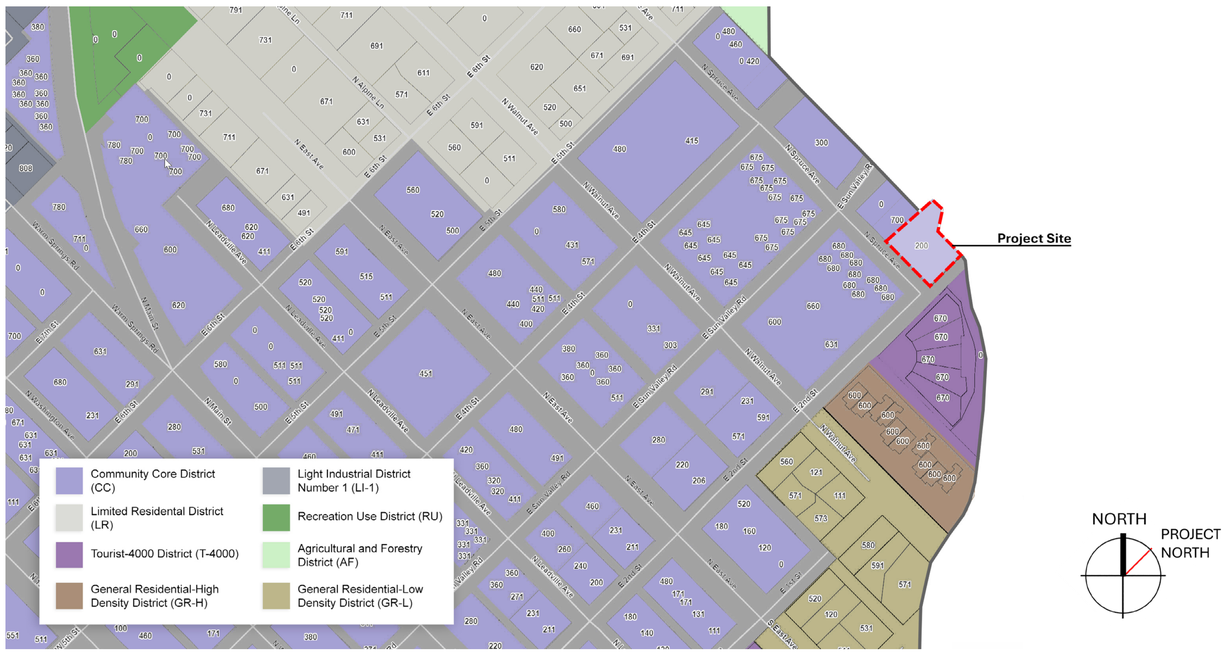
PROPOSED GROSS AREA FAR 0.868 (1.0)

SITE VICINITY

BITTERROOT SQUARE CONDOS UNIT 1-9, 200N SPRUCE ST, KETCHUM, ID

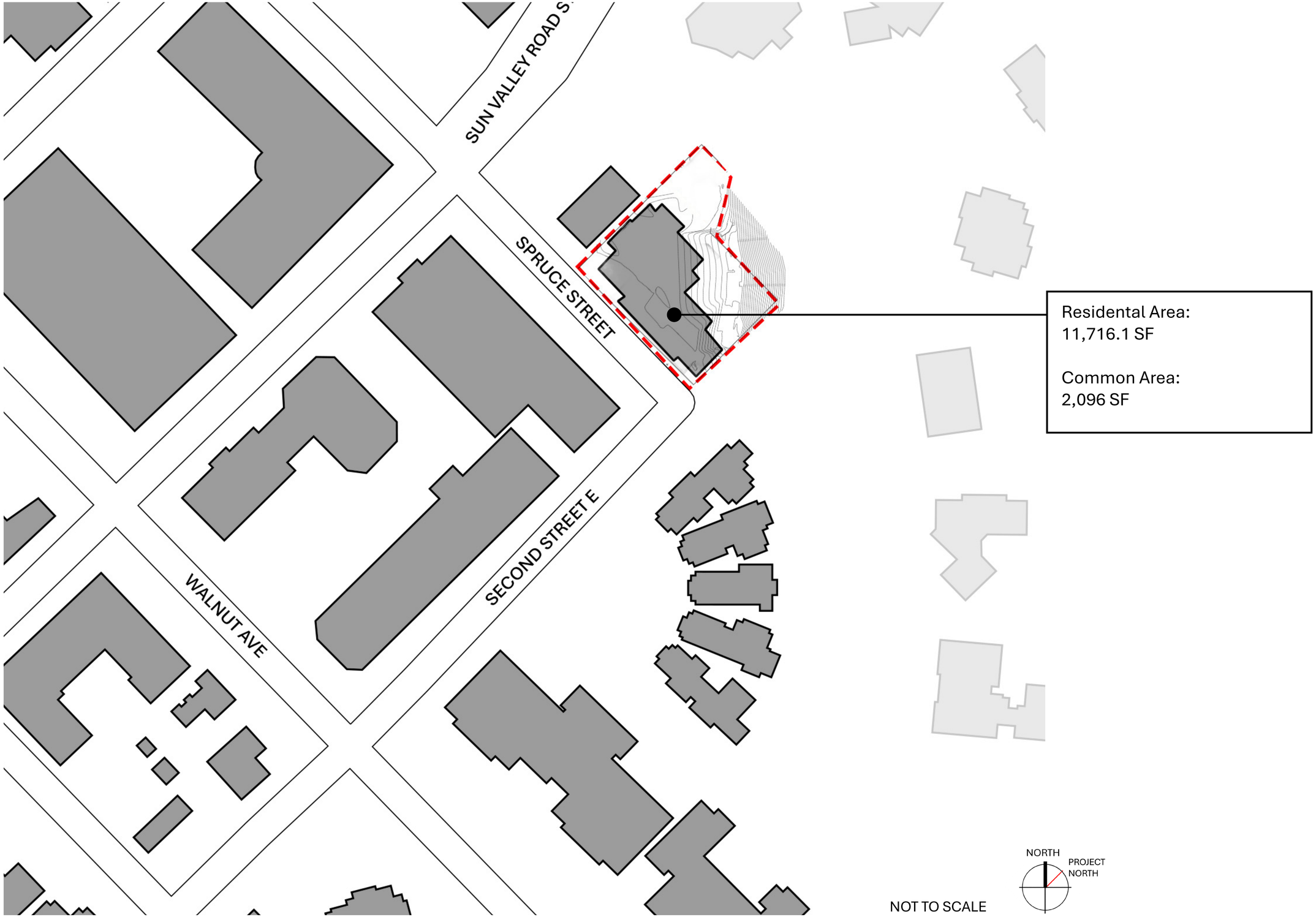


SITE VICINITY ZONING



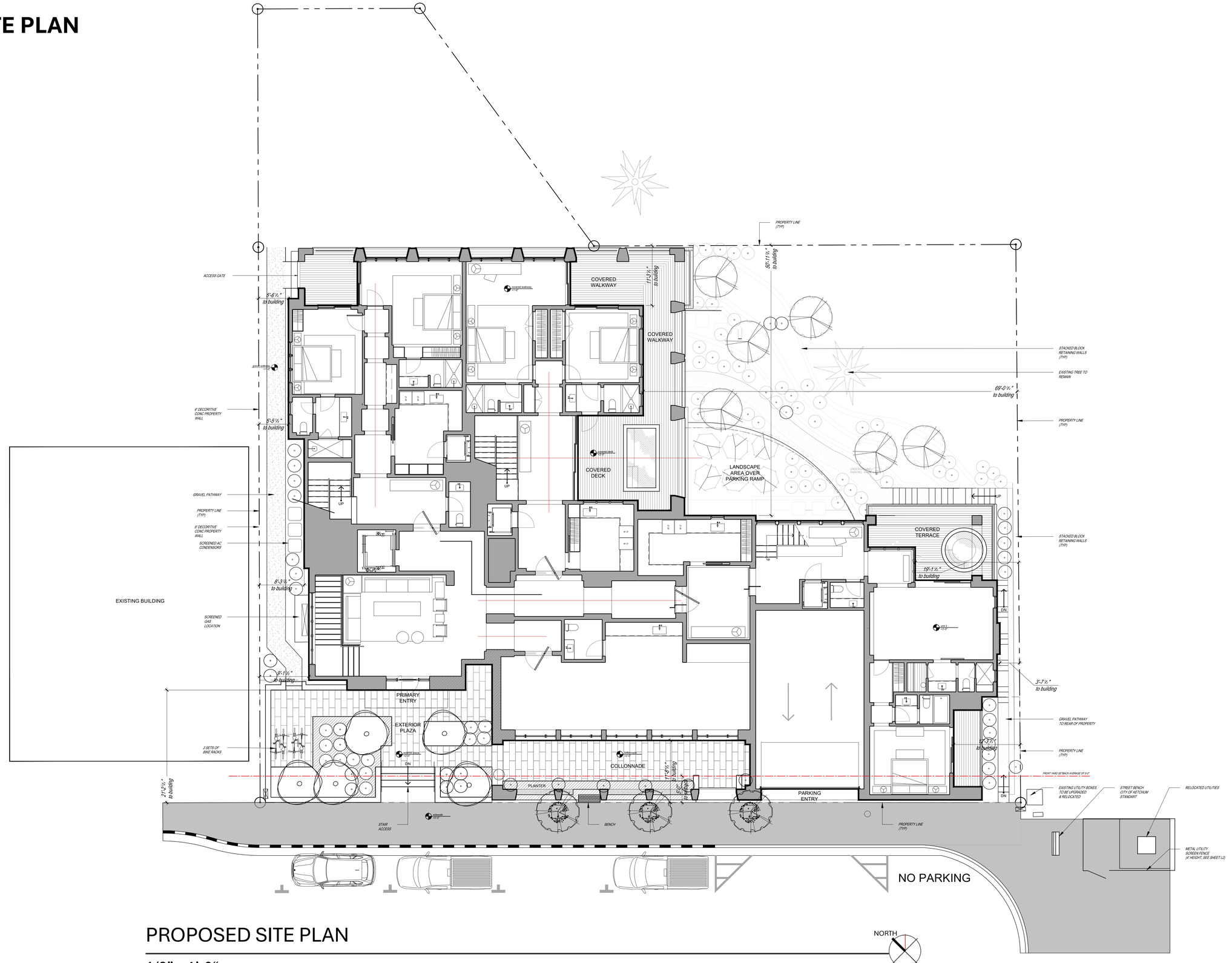
SITE RESPONSE

PROPOSED DEVELOPMENT



NOT TO SCALE

PROPOSED SITE PLAN

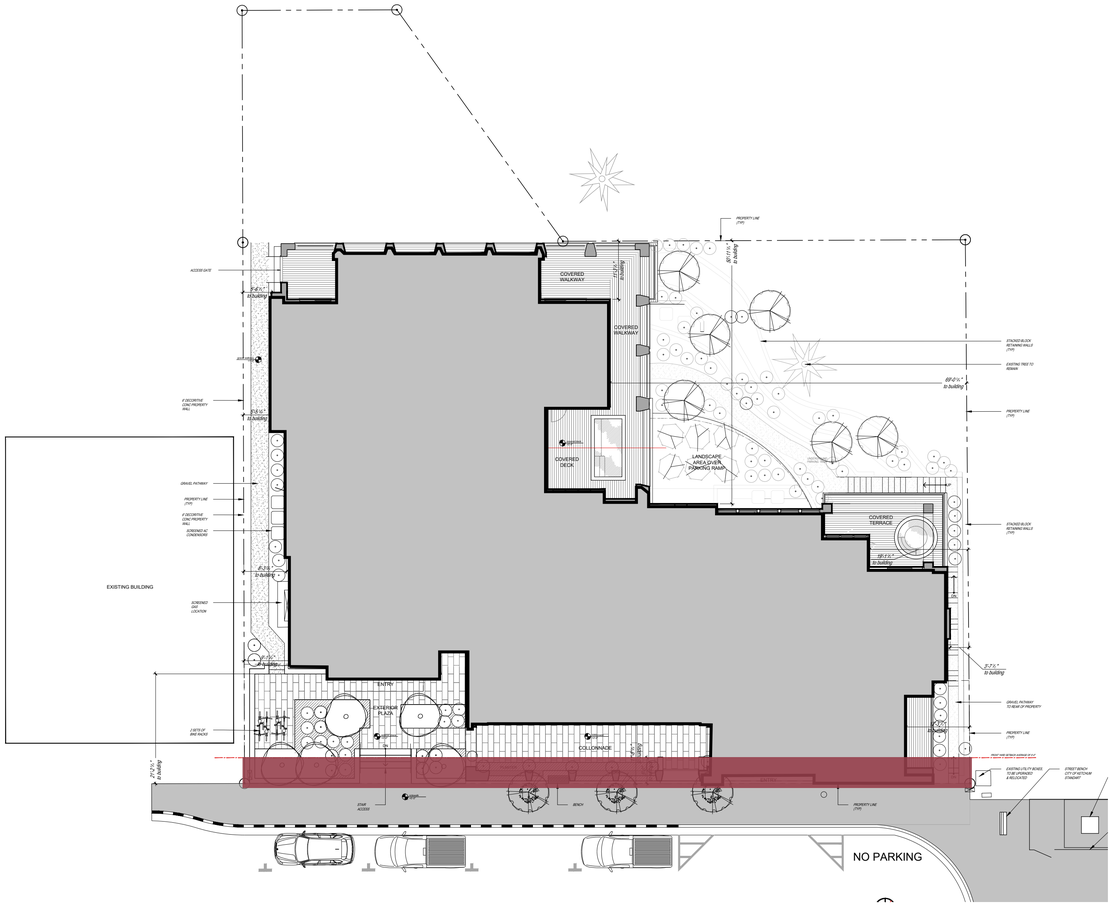


PROPOSED SITE PLAN

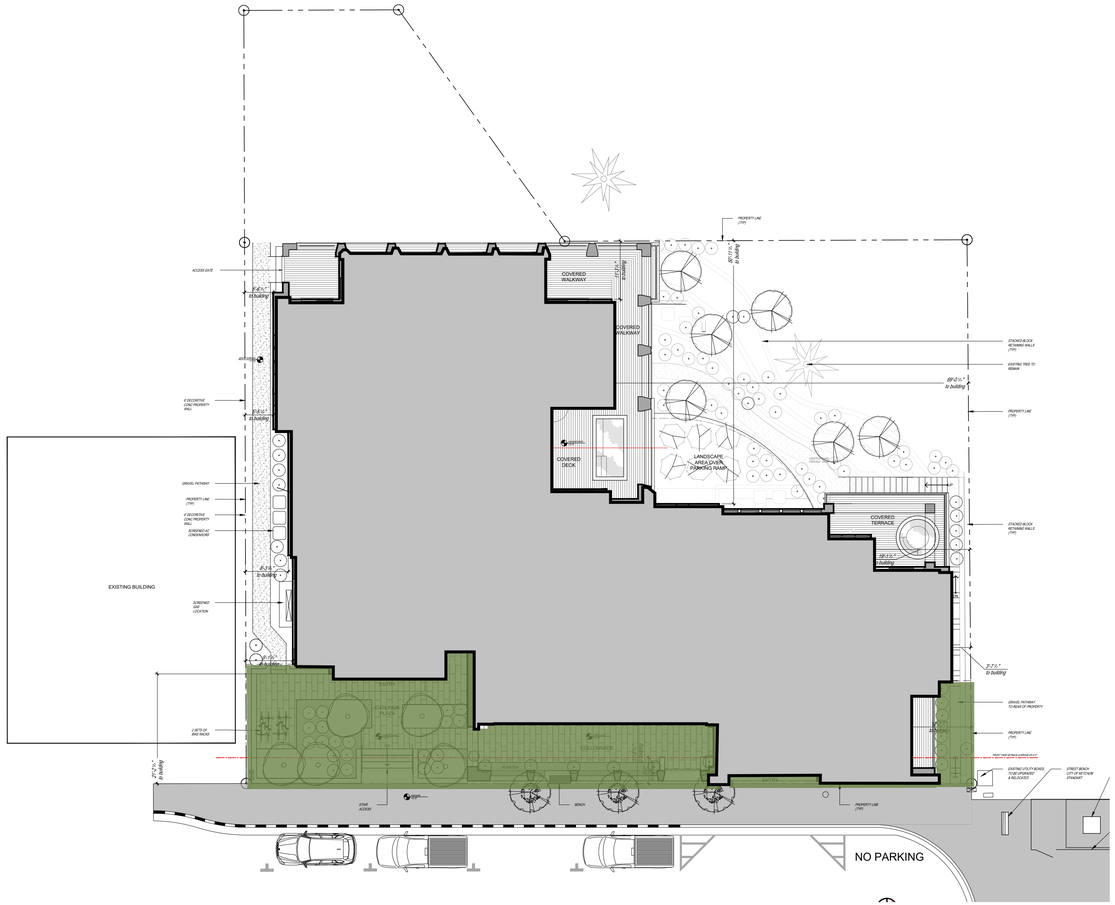
1/8” = 1’-0“

PROPOSED SITE PLAN & ZONING REQUIREMENTS

REQUIRED SETBACK (AVERAGE OF 5’-0”) = 702.5 SF



PROPOSED SETBACK AREA ALONG PROPERTY LINE = 1,721.2 SF

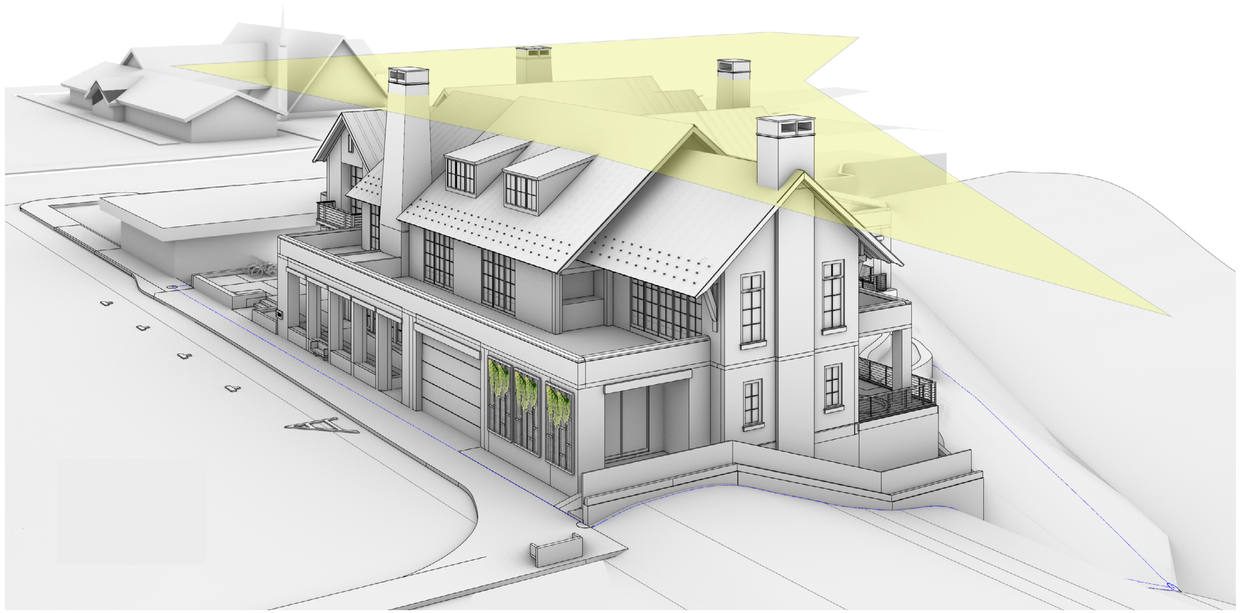


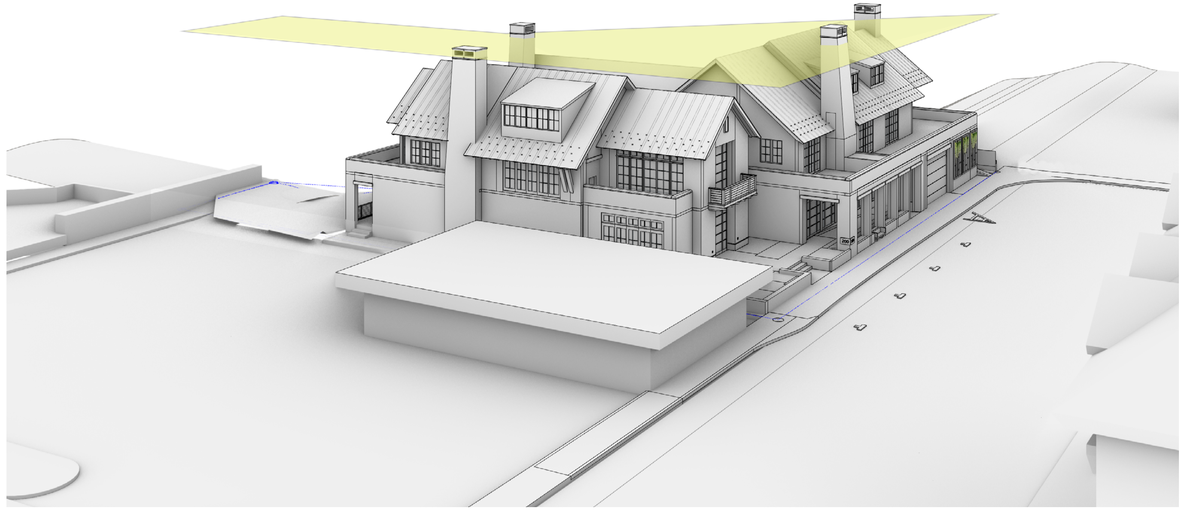
Zoning Parameters	Requirements	Proposed
Setbacks:		
Front (South, Spruce Street)	Average of 5’-0”	5’-0” plus plaza depth
Side Setback (East/ West)	0’-0”	3’-7” on East, 6’-2” on West
Rear Setback (North)	0’-0”	45’-3 1/2” Proposed Support Columns 9’-3” to Building

Setback Summary

Required Setback Area (Average of 5’-0”)	**702,5 SF**
Proposed Setback Area:	**1,721.2 SF**
Provided setback area is greater than required setback area.	**245%**

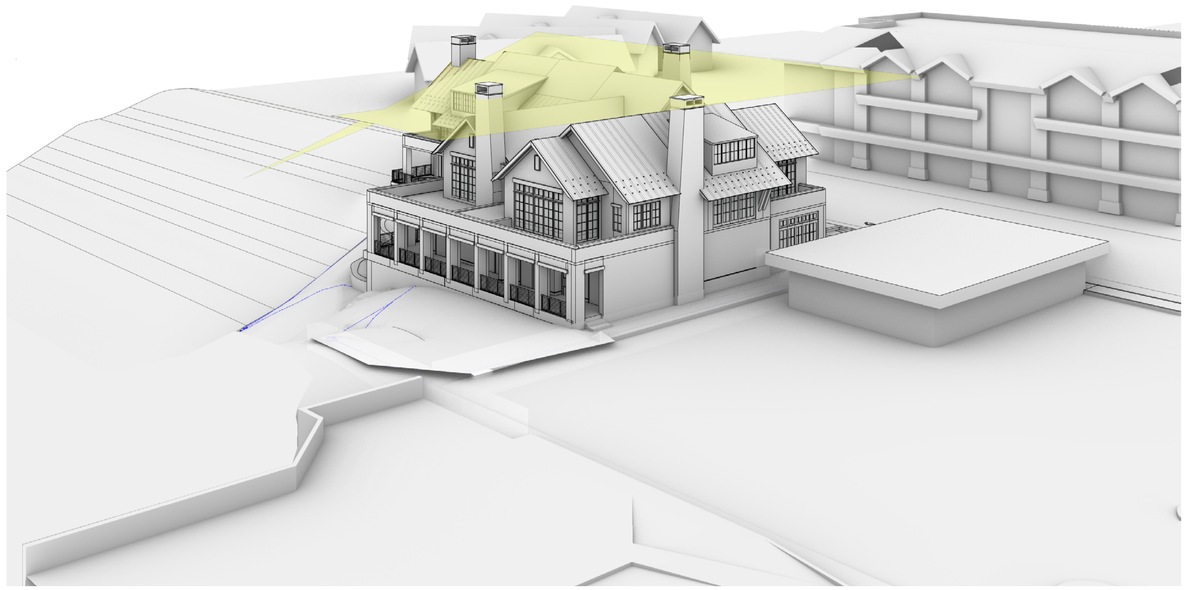
PROPOSED SITE PLAN & ZONING REQUIREMENTS



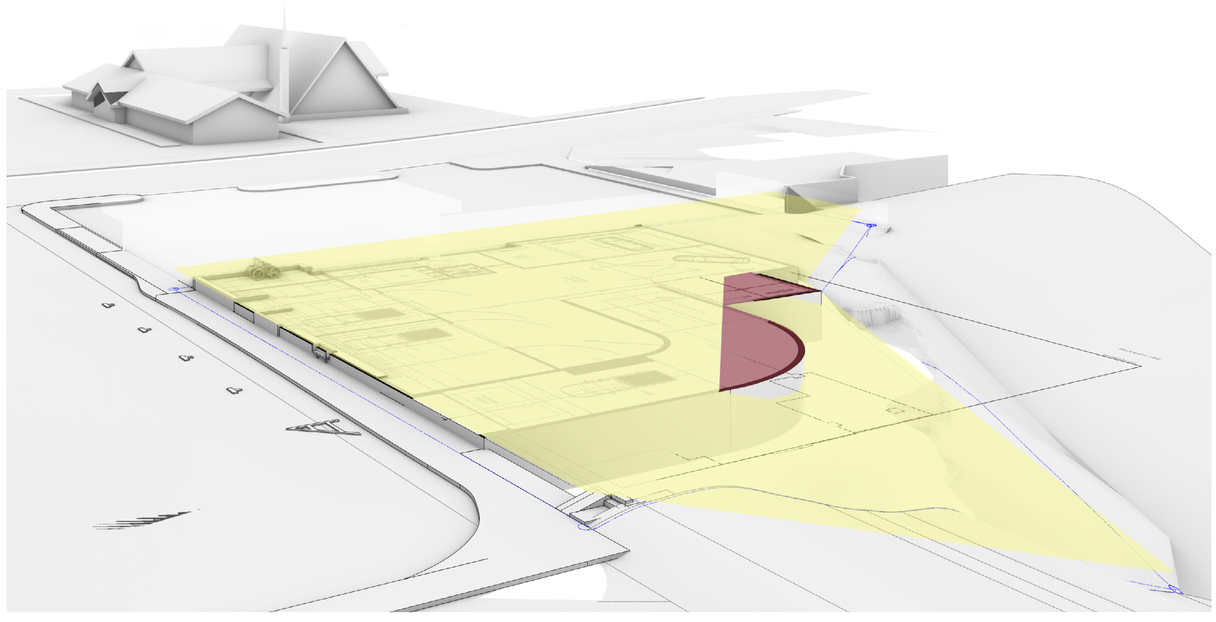


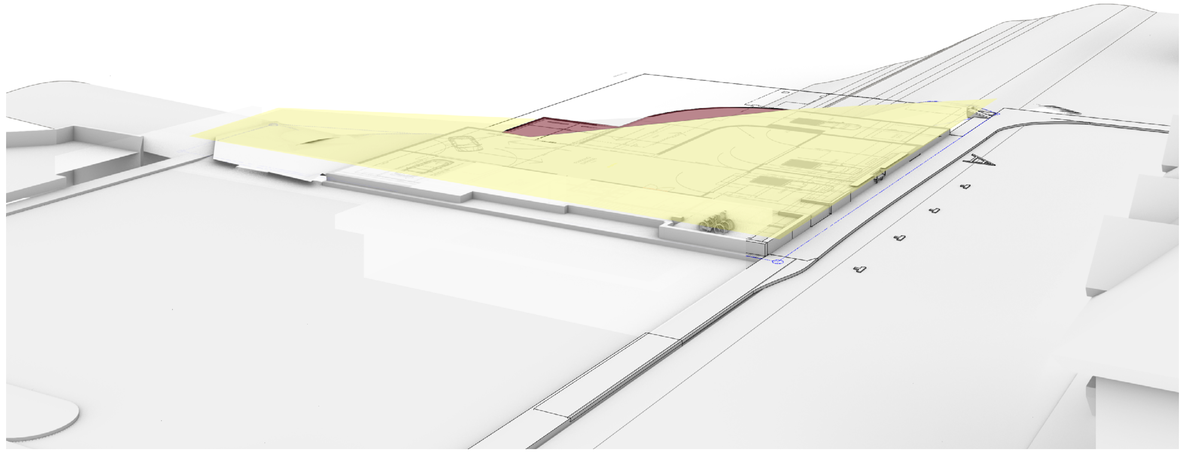
BUILDING HEIGHT LIMITATIONS

Zoning Parameters	Requirements	Proposed
Building Height Limitation:	42’ - 0” max *(show in yellow)*	*41’-7 5/8”*
Allowable FAR:	1.0	**0.868**
Use Occupancy:	Residential: Group R-2 Parking: Group U/ S-2	



PROPOSED SITE PLAN & ZONING REQUIREMENTS

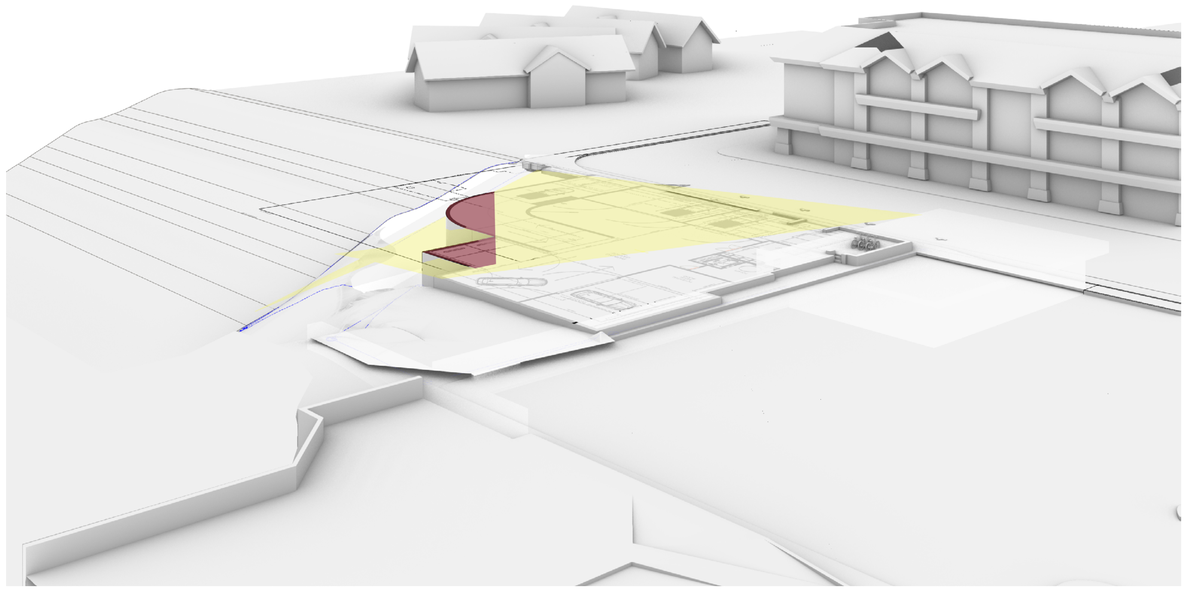


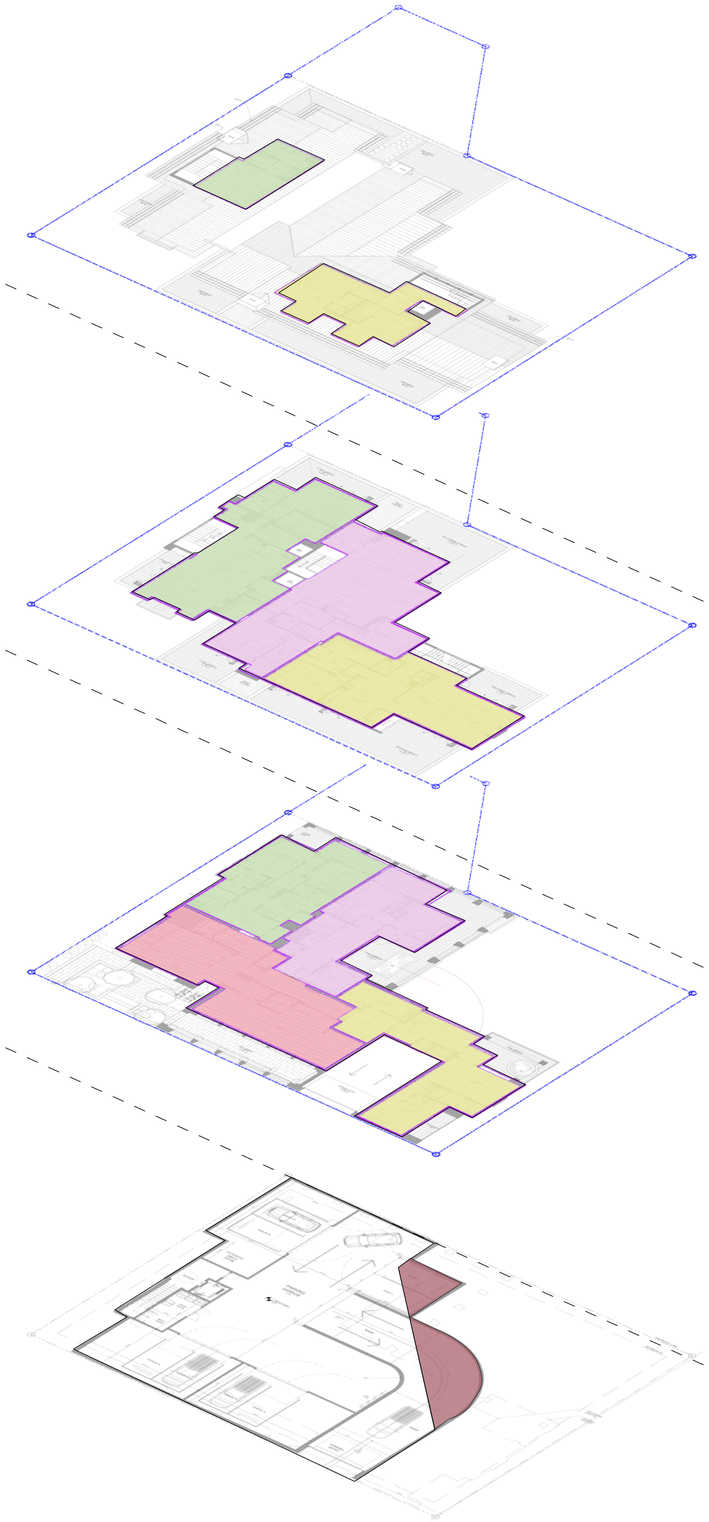


BASEMENT CEILING AREA COMPLIANCE ANALYSIS

Required:
Minimum 75% of ceiling area located ≤ 4’-0” above Basement Plane (PER KMC §17.08.020)

Total Basement Ceiling Area: 9,210.5 SF
Area Above BIP + 4’-0”: 861 SF (6.84%)
Compliant Ceiling Area: 8,349.5 SF (90.66%)





3RD FLOOR
1,503.6 GSF

UNIT 1: 541.1 SF

UNIT 3: 962.5 SF

2ND FLOOR
6,130 GSF

UNIT 1: 1,808 SF

UNIT 2: 2,304 SF

UNIT 3: 1,756 SF

GROUND FLOOR
6,960 GSF

UNIT 1: 1,421.2 SF

UNIT 2: 1,421.3 SF

UNIT 3: 1,502 SF

COMMON/MECH: 2,096 SF

BASEMENT FLOOR

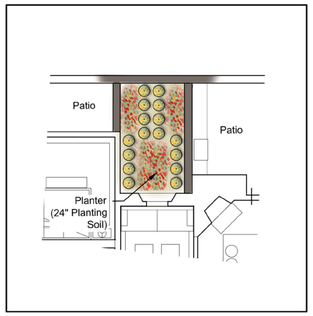
COMMON SPACE: 9,210.5 SF

FAR DIAGRAM

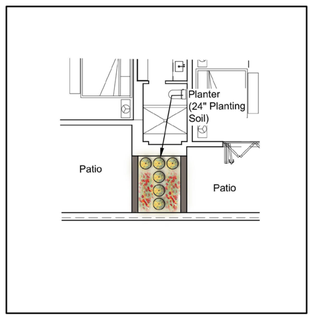
INDIVIDUAL UNITS - FLOOR BY FLOOR

FLOOR	UNIT 1 (SF)	UNIT 2 (SF)	UNIT 3 (SF)	COMMON/MECH (SF)	TOTAL NET (SF)	GROSS SF
BASEMENT FLOOR	-	-	-	861 - 9.34% of basement sqft.	0	9,210.5 (including ramp)
GROUND FLOOR	1,421.2	1,421.3	1,502	2,096	6,440.5	6,960
2ND FLOOR	1,808	2,304	1,756	-	5,868	6,130
3RD FLOOR	541.1	-	962.5	-	1,503.6	1,503.6
TOTALS BY UNIT	3,770.3	3,725.3	4,220.5	2,096	13,812.1	14,593.6

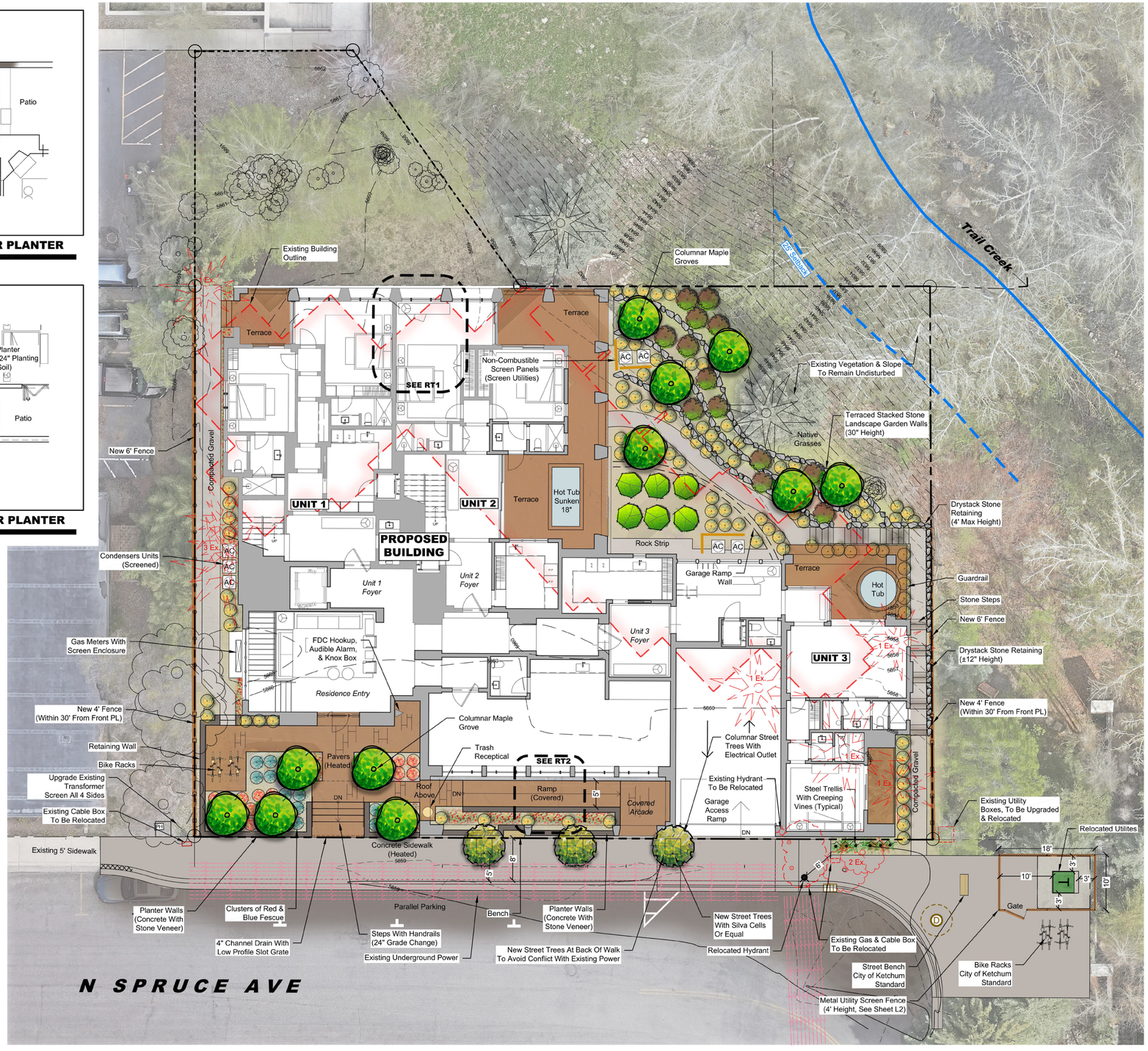
TOTAL FAR AREA:	14,593.6 SF
LOT AREA:	16,801 SF
FAR:	0.868



RT1 - UPPER FLOOR PLANTER



RT2 - UPPER FLOOR PLANTER



PLANT LEGEND

symbol	quan	description	planted size
		Deciduous Trees	
	11	**Columnar Armstrong Maple** - ***Acer rubrum 'Armstrong'***	**(4) 3" Cal. (7) 2" Cal.**
	3	**New Horizon Elm** - ***Ulmus davidiana 'New Horizon'***	**4" Cal.**
	6	**Accent Shrubs** **Ginnala Maple** - ***Acer tatricum***	**15 Gal.**
	13	**Shrub Massing** **PekingCotoneaster** - ***Cotoneaster lucidus*** **Diablo Ninebark** - ***Physocarpus opulifolius 'Diablo'*** **Snowmound Spirea** - ***Spiraea x nipponica 'Snowmound'*** **Tor Birchleaf Spirea** - ***Spiraea betulifolia 'Tor'*** **Common Snowberry** - ***Symphoricarpos albus***	**5 Gal.**
	124	**Ornamental Grasses & Perennials** **Reed Grass** - ***Calamagrostis x a. 'Karl Foerster'*** **Flame Grass** - ***Miscanthus sinensis*** **Red Fescue** - ***Festuca rubra*** **Blue Oat Grass** - ***Helictrichon sempervirens*** **Black Eye Susan** - ***Rudbeckia hirta*** **Lavendar** - ***Lavandula*** **Salvia** - ***Salvia divinorum***	**1 Gal.**
	6	**Steel Trellis With Vines** **Virginia Creeper** - ***Parthenocissus quinquefolia***	**5 Gal.**
	1,000 Sq.Ft.	**Native Grasses** **Native Idaho Fescue Blend "Cabin Mix"**	**Hydroseed**

EXISTING TREE LEGEND

Existing Trees
(To Remain)

Existing Trees
(To Be Removed - 10 Total For Mitigation)

Existing Shrubs
(To Be Removed)

PLAN LEGEND

Property Line
(Per Survey)

Existing 1' Contour
(Per Survey)

Existing To Be Removed

Drystacked Stone Wall
(4' Max Height)

Compacted Gravel Access

Concrete Pavers

Concrete

LANDSCAPE NOTES

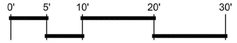
1. **All disturbed areas shall be landscaped and drip irrigated with an automatic underground irrigation system.**
2. **Native compatible plant material will be used to provide a drought tolerant, low water use, & low maintenance landscape to blend seamlessly with the surrounding landscape.**
3. **Planting beds shall have 3" of 'soil aid' bark.**

IRRIGATION NOTES

1. **Verify utility locations prior to starting irrigation.**
2. **Irrigation system to be automatically controlled with smart controller and rain sensor for a water wise system.**
3. **This is a Drip irrigation only system and shall be installed at the base of all plantings & trees.**
4. **Irrigation supply connected to the units domestic water system. The point of connection will include an approved backflow prevention device and water meter.**

NOTE: ALL PATHWAYS TO BE HEATED, NO SNOW STORAGE REQUIRED.





Scale: 1" = 10' - 0"
On 24 x 36 (Arch D) Sheet Size
Contour Interval: 1' Contours

NS
CONSULTING, PLLC

landscape architecture & drone mapping

Nathan Schutte, ASLA
P: 208.320.2911
E: nathanwschutte@gmail.com



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PROJECT
THE BITTERROOT
Ketchum, Idaho

DOCUMENT DATE
February 24, 2026

DRAWN BY
Nathan Schutte

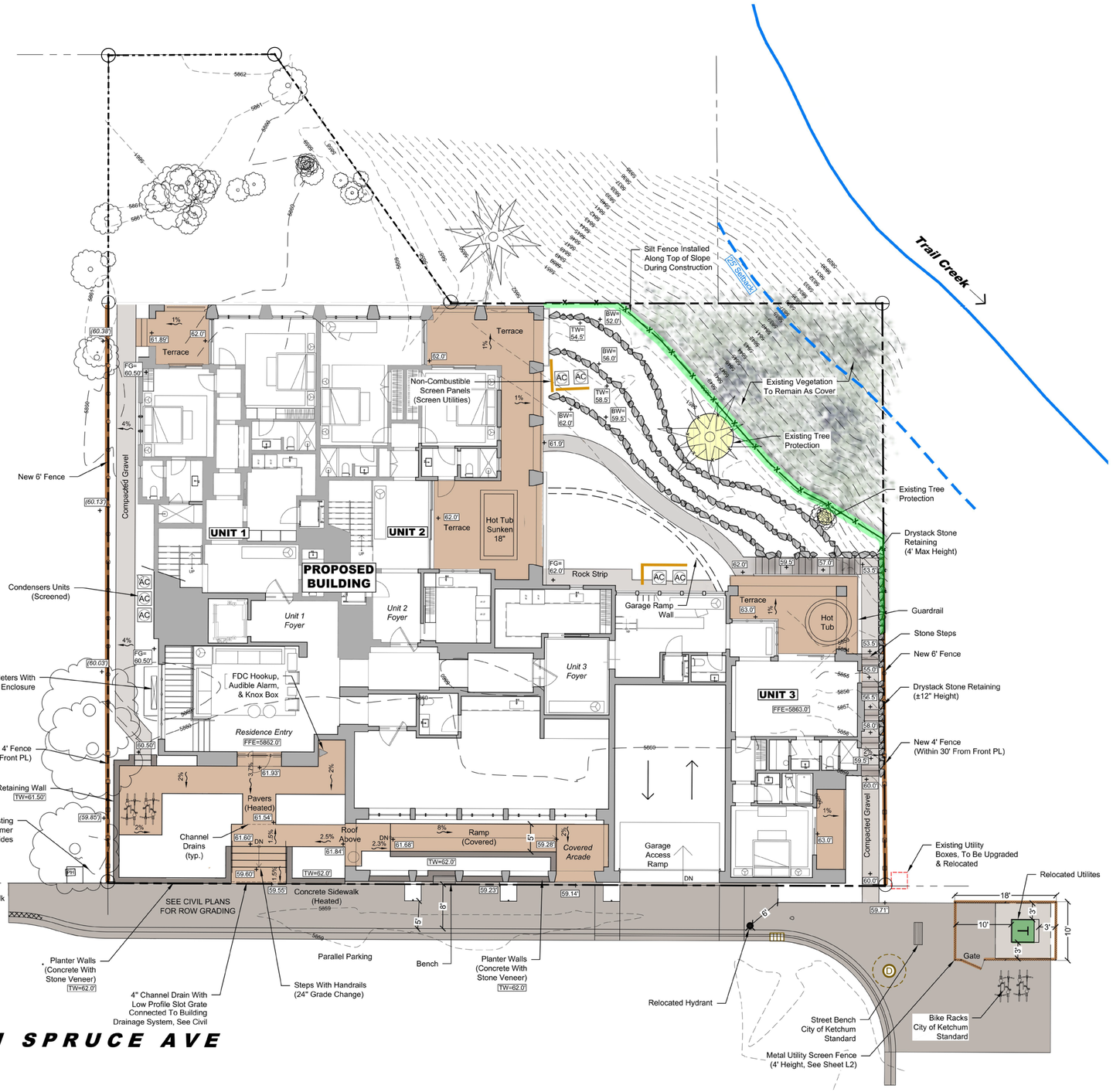
REVISION

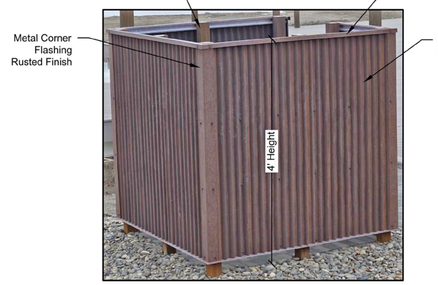
No.	Date	Remark
	04/28/26	Revised
	06/10/26	Revised
	06/17/26	Revised

DESIGN REVIEW

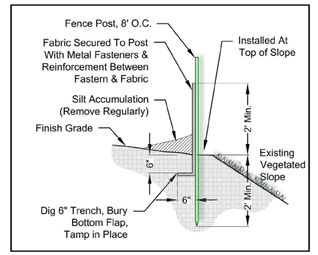
LANDSCAPE PLAN

L1





METAL UTILITY SCREEN FENCE



Detail 1: Silt Fence **N.T.S.**

GRADING LEGEND

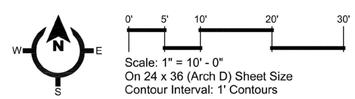
- **Property Line** (Per Survey)
- **Existing 1' Contour** (Per Drone Flight with Survey Ground Control)
- **Silt Fence & Limits of Disturbance**
- **Existing Tree Protection** (Green Construction Fencing)
- **Proposed Drainage** (Slope Percentage And Direction)
- **Proposed Spot Elevation**
- **Existing Spot Elevation**
- **Drystacked Stone Wall** (4' Max Height)
- **Compacted Gravel Access**
- **Concrete Pavers**
- **Concrete**

GRADING NOTES

1. **Landscape architect shall review grading on site prior to completion.**
2. **Existing topsoil shall be retained with vegetation and stockpiled for use in reestablishing revegetated areas.**
3. **The site is under 1 acre of disturbance so a SWPPP Plan is not required. However minor erosion control Best Management Practices (BMP's) will be used as needed.**

GRADING ABBREVIATIONS

FFE	**FINISHED FLOOR ELEVATION**
FG	**FINISHED GRADE**
TW	**TOP OF WALL**



Scale: 1" = 10' - 0"
On 24 x 36 (Arch D) Sheet Size
Contour Interval: 1' Contours

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THE BITTERROOT
Ketchum, Idaho

DOCUMENT DATE
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REVISION

No.	Date	Remark
	04/28/26	Revised
	06/10/26	Revised
	06/17/26	Revised

DESIGN REVIEW

LANDSCAPE GRADING PLAN

L2

ARCHITECTURAL INTENT

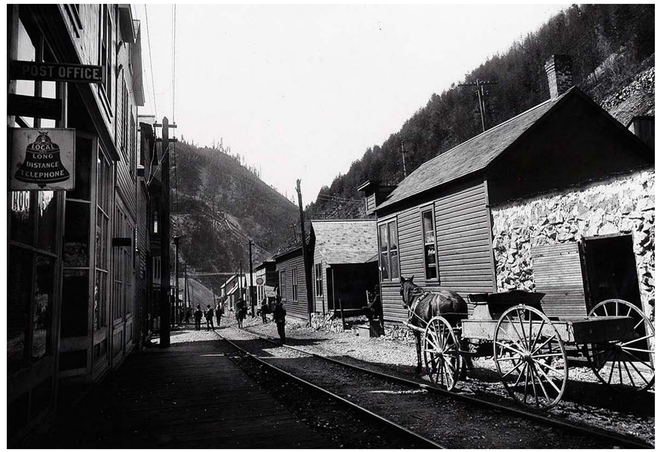
HISTORIC PRECEDENTS





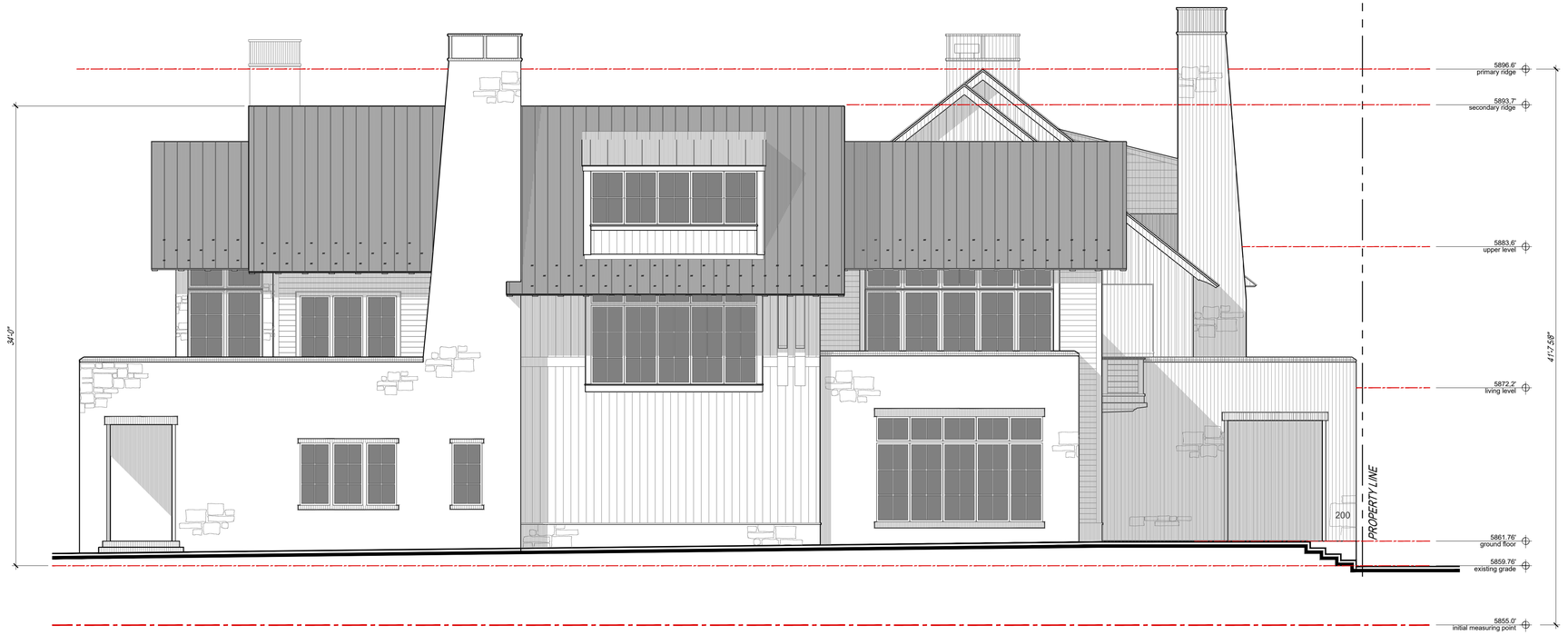












2 SUN VALLEY ROAD ELEVATION (WEST ELEVATION)
SCALE:3/16" = 1'-0"



1 SPRUCE AVENUE ELEVATION (SOUTH ELEVATION)
SCALE:3/16" = 1'-0"

DRAWING TITLE
ELEVATIONS

DATE
14 JUNE 2026

DRAWING NO.
A.201.0

PROJECT
THE BITTERROOT
200 SPRUCE STREET
KETCHUM, IDAHO

JOB NO.
24160

SCALE
3/16" = 1'-0"

REVISIONS

SEAL

CONSULTANT

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(561) 339-0573
142 Beacon Lane, Jupiter, Florida 33469
CHRISTIAN THOMAS



4 DOLLAR MOUNTAIN ELEVATION (EAST ELEVATION)
SCALE:3/16" = 1'-0"



2 TRAIL CREEK ELEVATION (NORTH ELEVATION)
SCALE:3/16" = 1'-0"

DRAWING TITLE
ELEVATIONS

DATE
14 JUNE 2026

DRAWING NO.
A.202.0

PROJECT
THE BITTERROOT
200 SPRUCE STREET
KETCHUM, IDAHO

JOB NO.
24160

SCALE
3/16" = 1'-0"

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CHRISTIAN THOMAS

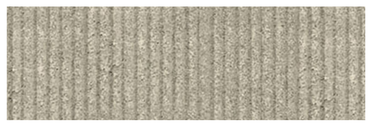
PROPOSED COLOUR & MATERIAL PALETTE













STONE & TOOL STONE

Location: Exterior walls, interior walls

Descriptions:
Hayden Limestone | split & bedface
Tooled Stone



WOOD

Location: Exterior walls, interior walls

Descriptions:
ThermoWood Spruce | Rough Sawn



ZINC

Location: Roofing metal & accessories

Descriptions:
VMZinc Quartz-Zinc, standing seam



STEEL

Location: Fenestration frames, lintelsi, chimney shrouds, miscellaneous

Descriptions:
Blackened cold rolled steel



PROPOSED ELEVATION - SPRUCE AVENUE













PROPOSED ELEVATION - SUN VALLEY ROAD













PROPOSED ELEVATION - TRAIL CREEK













PROPOSED ELEVATION - DOLLAR MOUNTAIN















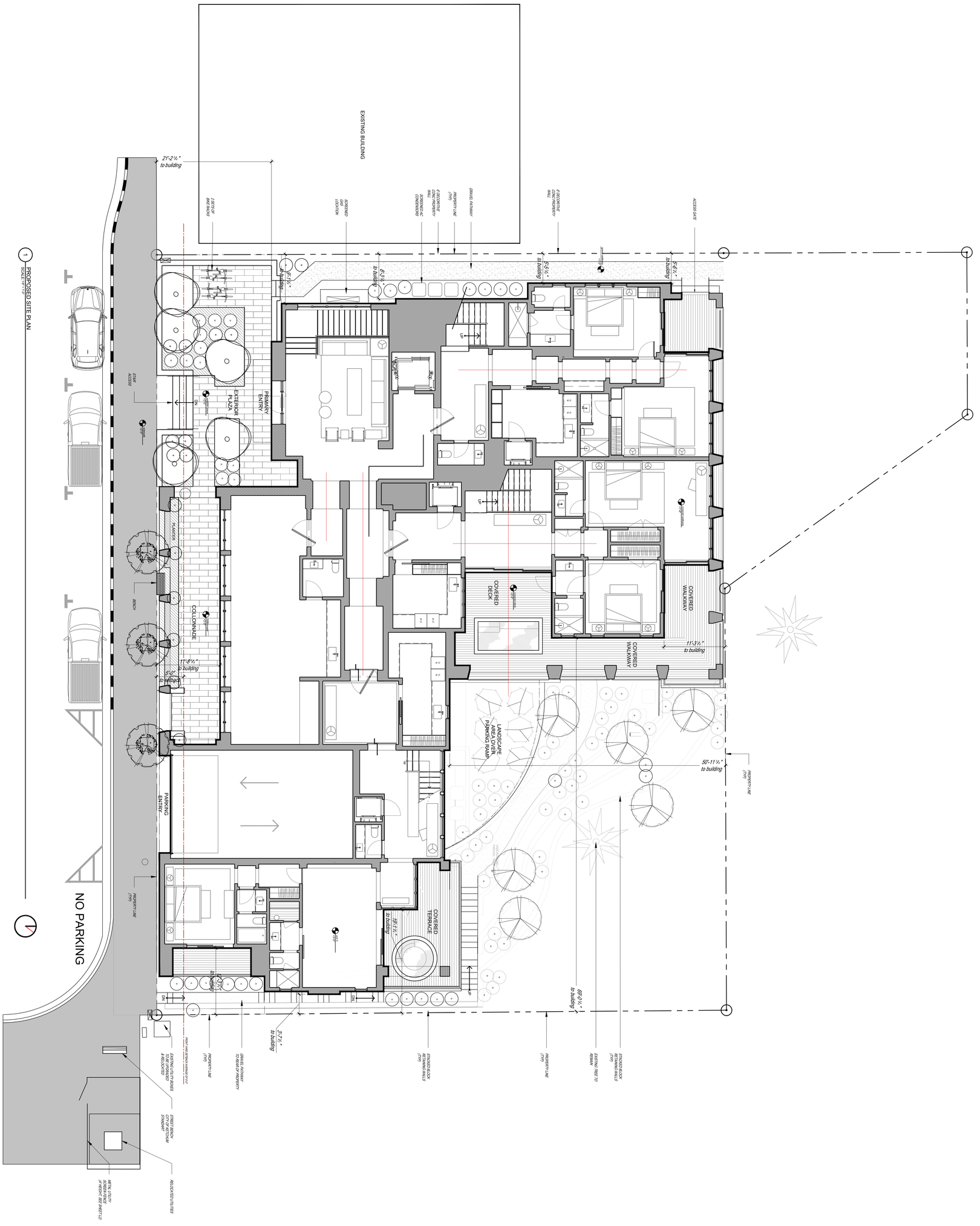
PROPOSED VIEW FROM SUN VALLEY ROAD & SPRUCE AVENUE



PROPOSED VIEW FROM SPRUCE AVENUE



PROPOSED VIEW FROM 2ND STREET



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REVISIONS

PROJECT

THE BITTERROOT
200 SPRUCE STREET
KETCHUM, IDAHO

JOB NO.

24160

SCALE

1/8" = 1'-0"

DRAWING TITLE

PROPOSED SITE PLAN

DATE

18 JUNE 2026

DRAWING NO.

A.000.0

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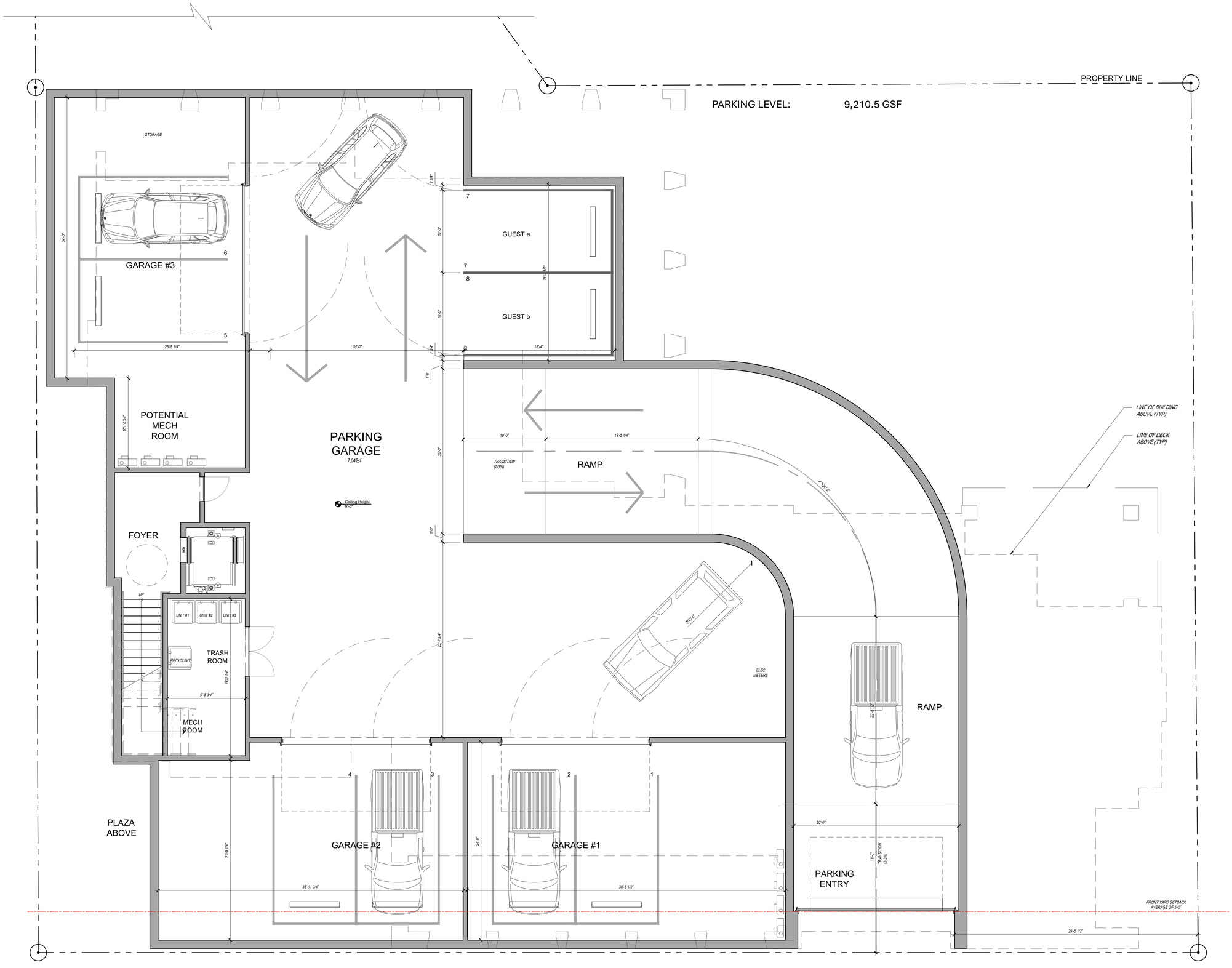

0 SUBTERRANEAN PARKING LEVEL PLAN
SCALE: 3/16" = 1'-0"

DRAWING TITLE
SUBTERRANEAN PARKING LEVELPLAN

DATE
18 JUNE 2026

DRAWING NO.
A.100.0

PROJECT
THE BITTERROOT
200 SPRUCE STREET
KETCHUM, IDAHO

JOB NO.
24160

SCALE
3/16" = 1'-0"

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ACCESS GATE
PORCH 1 101
PORCH 2 101
GUEST SUITE 101
GUEST SUITE 2 101
GUEST BATH 101
GUEST SUITE 2 101
GUEST SUITE 3 101
BATH 2 101
BATH 3 101
W/D
W/D
GUEST BATH 101
MUD ROOM 101
ELEV 101
POOL TERRACE 101
SPA
STAIR HALL 101
UP
UP
FOYER 1 101
ELEV 101
ELEV 101
ELEVATOR HALL 101
FOYER 2 101
MUD ROOM 101
W/D
W/D
MUD ROOM 101
POOL TERRACE 101
SPA
up
STAIR HALL 101
ELEV 101
FOYER 3 101
MEDIA ROOM 101
ENTRY 101
CLUB BATH 101
CLUB ROOM 101
PARKING ENTRY 101
GUEST SUITE 2 101
PRIVATE TERRACE 101
COLLONNADE 101
FRONT YARD SETBACK AVERAGE OF 5'-0"

1 GROUND LEVEL PLAN
SCALE: 3/16" = 1'-0"

PROJECT
THE BITTERROOT
200 SPRUCE STREET
KETCHUM, IDAHO

JOB NO.
24160

SCALE
3/16" = 1'-0"

DRAWING TITLE
GROUND LEVEL PLAN

DATE
18 JUNE 2026

DRAWING NO.
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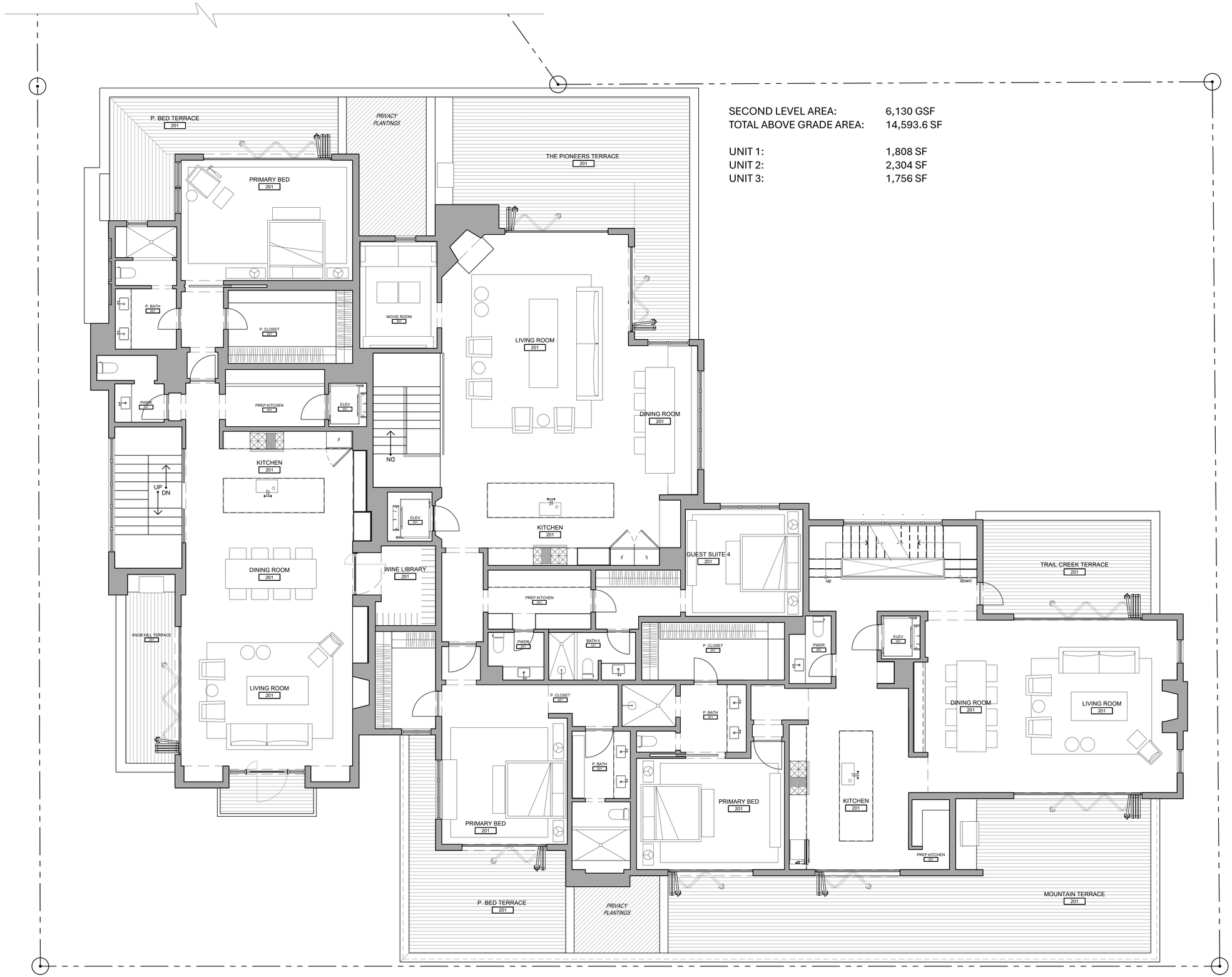

SECOND LEVEL AREA:	6,130 GSF
TOTAL ABOVE GRADE AREA:	14,593.6 SF
UNIT 1:	1,808 SF
UNIT 2:	2,304 SF
UNIT 3:	1,756 SF

2 PRIMARY LIVING LEVEL PLAN
SCALE: 3/16" = 1'-0"

DRAWING TITLE
PRIMARY LIVING LEVEL PLAN

DATE
18 JUNE 2026

DRAWING NO.
A.102.0

PROJECT
THE BITTERROOT
200 SPRUCE STREET
KETCHUM, IDAHO

JOB NO.
24160

SCALE
3/16" = 1'-0"

REVISIONS

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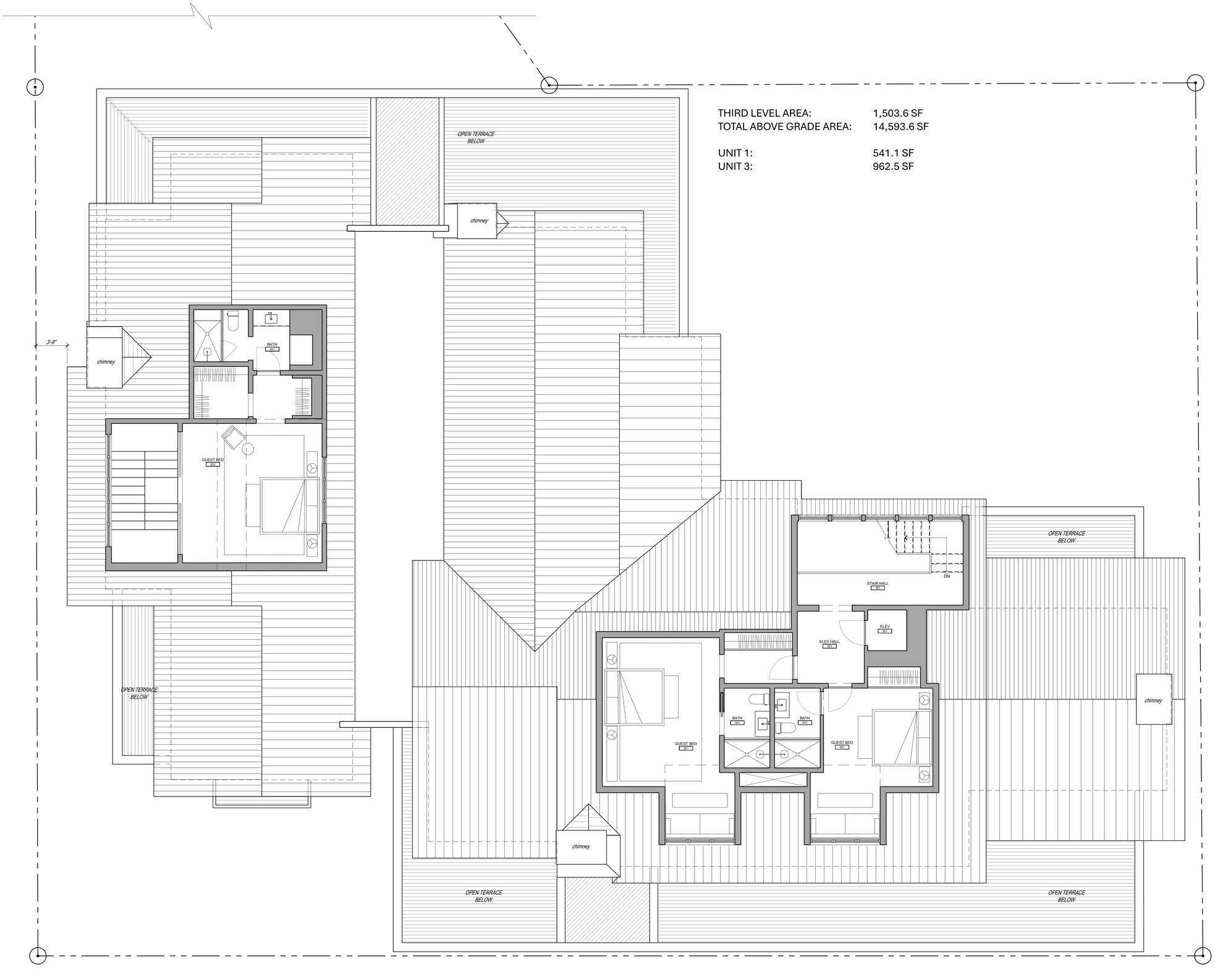

THIRD LEVEL AREA:	1,503.6 SF
TOTAL ABOVE GRADE AREA:	14,593.6 SF
UNIT 1:	541.1 SF
UNIT 3:	962.5 SF

3 UPPER LEVEL & DORMER PLAN
SCALE: 3/16" = 1'-0"

DRAWING TITLE
UPPER LEVEL & DORMER PLAN

DATE
18 JUNE 2026

DRAWING NO.
A.103.0

PROJECT
THE BITTERROOT
200 SPRUCE STREET
KETCHUM, IDAHO

JOB NO.
24160

SCALE
3/16" = 1'-0"

REVISIONS

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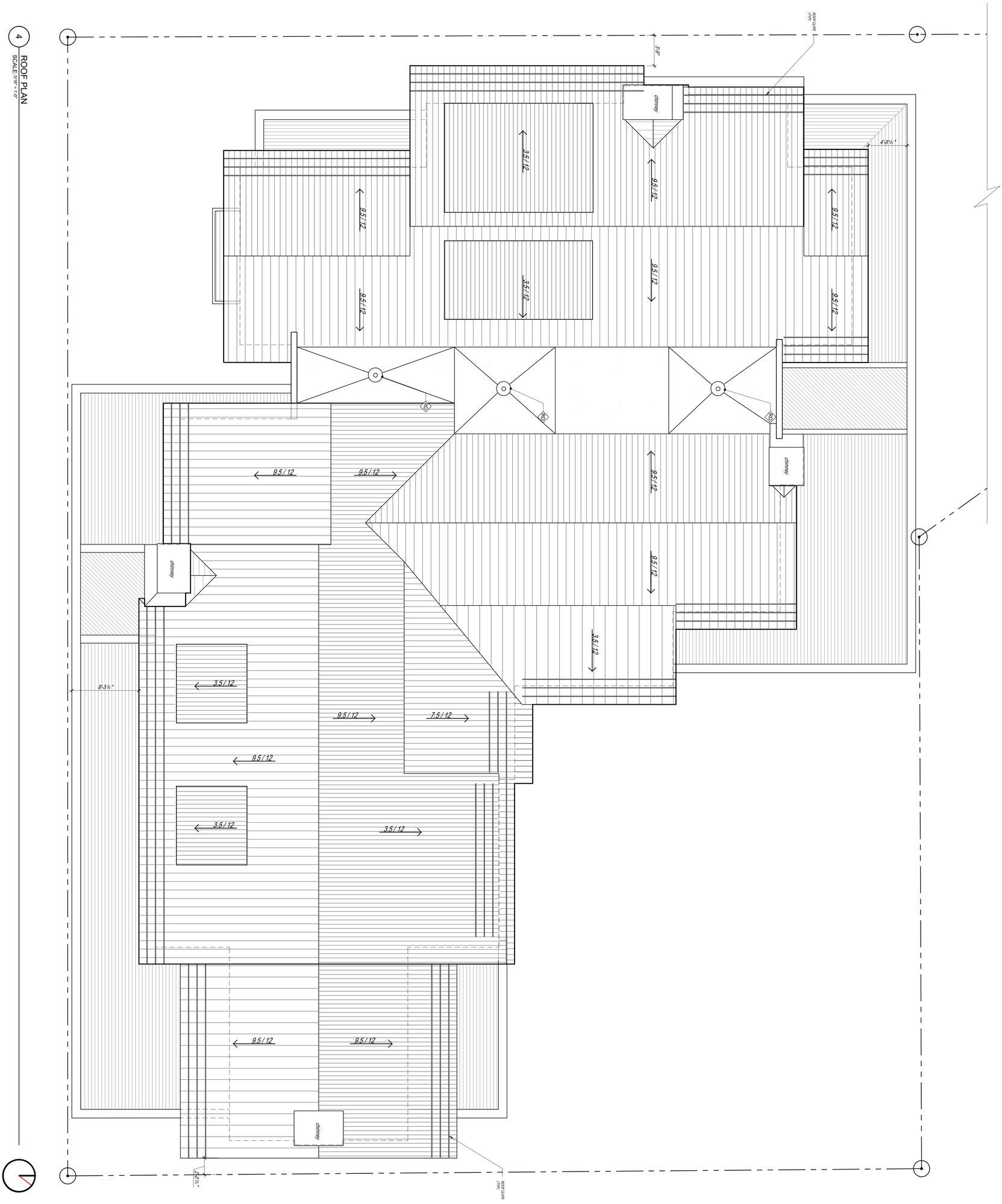
CHRISTIAN THOMAS

4 ROOF PLAN

SCALE: 3/16" = 1'-0"



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REVISIONS

PROJECT

THE BITTERROOT
200 SPRUCE STREET
KETCHUM, IDAHO

DRAWING TITLE

ROOF PLAN

JOB NO.

24160

DATE

18 JUNE 2026

SCALE

$\frac{3}{16}$" = 1'-0"

DRAWING NO.

A.104.0

CHRISTIAN THOMAS | 142 Beacon Lane, Jupiter, Florida 33469 | (561) 339-0573 | christianthomas.studio | AR 97445



PROJECT IMPACT & OPERATIONS

THE BITTERROOT

KETCHUM, IDAHO

FEBRUARY 2026

GENERAL CONSTRUCTIONS 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. OPAL ENGINEERING, PLLC IS NOT RESPONSIBLE FOR IDAHO POWER OR OTHER DRY UTILITY SERVICE REQUESTS.
4. CONTRACTOR SHALL COORDINATE RELOCATIONS OF DRY UTILITY FACILITIES (POWER, CABLE, PHONE, TV) WITH THE APPROPRIATE UTILITY FRANCHISE.
5. 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.
6. THE CONTRACTOR SHALL OBTAIN ALL NECESSARY PERMITS PRIOR TO CONSTRUCTION (THIS INCLUDES, BUT IS NOT LIMITED TO, ENCROACHMENT PERMITS AND NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM (NPDES) CONSTRUCTION GENERAL PERMIT (CGP) PERMIT COVERAGE).
7. ALL CLEARING & GRUBBING SHALL CONFORM TO ISPWC SECTION 201.
8. 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.
9. 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.
10. 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.
11. 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.
12. 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.
13. 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). UNDER NO CIRCUMSTANCES WILL TRAFFIC CONTROL AND ASSOCIATED CONSTRUCTION HINDER ANY EMERGENCY VEHICLE ACCESS, BLOCK PRIVATE DRIVEWAYS FOR EXTENDED PERIODS, OBSTRUCT BUSINESS DELIVERIES, OBSTRUCT SCHOOL BUS OPERATION, OBSTRUCT MAIL/PACKAGE DELIVERY, OR IMPACT TRASH/RECYCLING SERVICES.
14. ALL CONCRETE WORK SHALL CONFORM TO ISPWC SECTIONS 701, 703, AND 705. ALL CONCRETE SHALL BE 4,000 PSI MINIMUM, 28 DAY, AS DEFINED IN ISPWC SECTION 703, TABLE 1. ALL CONCRETE SHALL BE TITAN MIX OR APPROVED EQUAL. 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.
15. 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.
16. 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.
17. IF AUTOCAD ELECTRONIC FILES ARE MADE AVAILABLE TO THE CONTRACTOR. IN THE EVENT OF A DISCREPANCY BETWEEN THE STAMPED PAPER DRAWINGS AND THE ELECTRONIC FILES, THE STAMPED PAPER DRAWINGS WILL GOVERN.
18. EXISTING CONDITIONS AND BOUNDARY INFORMATION SHOWN HEREON ARE PER A SURVEY CONDUCTED BY PHILLIPS LAND SURVEYING DATED 10/13/23.
19. WHEN DRIVEWAY ACCESS WILL BE RESTRICTED, NOTIFY THE RESIDENT OR BUSINESS 48 HOURS IN ADVANCE AND ARRANGE FOR AN ALTERNATE PARKING LOCATION (ON- OR OFF-STREET) WITHIN 100 FEET OF THE PROPERTY. MINIMIZE DISRUPTIONS TO INDIVIDUAL DRIVEWAY ACCESS ACTIVE CONSTRUCTION PERIODS AT THE DRIVEWAY, WITH ACCESS RESTORED DURING NON-CONSTRUCTION HOURS.
20. THE CONTRACTOR SHALL BE RESPONSIBLE FOR HIRING A MATERIALS TESTING COMPANY DURING CONSTRUCTION TO VERIFY ALL COMPACTION AND MATERIAL PLAN AND SPECIFICATION REQUIREMENTS ARE MET FOR ALL CONSTRUCTION WITHIN THE PUBLIC RIGHTS-OF-WAY. TESTING LOCATION AND FREQUENCY SHALL MEET THE CITY OF KETCHUM RIGHT-OF-WAY TESTING REQUIREMENTS. REPORTS SHALL BE SUBMITTED TO THE PROJECT ENGINEER AND CITY STREETS DEPARTMENT WITHIN THREE (3) DAYS OF TESTING.
21. 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.
22. 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.
23. ALL WATER SUPPLY FIXTURES, FITTINGS, PIPING, AND ALL RELATED APPURTENANCES SHALL BE ANSI/NSF STD. 61 COMPLIANT.
24. 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%.
25. THE CONTRACTOR SHALL USE ANSI/NSF STANDARD 60 CHEMICALS AND COMPOUNDS DURING INSTALLATION & DISINFECTION OF POTABLE WATER MAIN.



VICINITY MAP

N.T.S

LEGEND

EXISTING ITEMS

- Property Line
- Adjoiner's Lot Line
- Centerline of Right of Way
- City Limits Line
- Covered Walkway
- Existing Structure
- Wood Deck
- Metal Grate Step
- EOA = Edge of Asphalt
- Asphalt
- Pavers
- Concrete
- 1' Contour Interval
- 5' Contour Interval
- Paint Striping
- Wall Line
- FNC = Fence Line
- Wood Planter Line
- Buried Power Line
- W — Water line per City of Ketchum Map
- SD — Stormdrain Line
- S — Sewermain Line per City of Ketchum Map
- SS — Sewer Service Line per City of Ketchum Map
- T — Buried Telephone Line
- TV — Buried Cable Television Line
- G — Gas Line

- CP = Survey Control
- FD1/2" = Found 1/2" Rebar
- FD5/8" = Found 5/8" Rebar
- FDIP = Found Iron Pipe
- SGN = Sign
- SGN = Sign
- PB — PBOX = Power Box
- PH — PHBOX = Telephone Riser
- GMKR = Gas Marker
- WV = Water Valve
- FH = Fire Hydrant
- CB = Catch Basin
- DWELL LDSCP = Landscape Drywell
- SDMH = Stormdrain Manhole
- TVBOX = Cable Television Riser
- SCO = Sewer Cleanout
- SMH = Sewer Manhole
- CT = Coniferous Tree
- DT = Deciduous Tree
- DT CLUSTER = Deciduous Cluster

SHEET INDEX

SHEET#	DESCRIPTION
C0.10	COVER SHEET
C0.90	DEMOLITION PLAN
C1.00	DETAIL SHEET
C1.01	DETAIL SHEET
C1.10	SITE PLAN
C1.20	SITE PLAN - PARKING GARAGE

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REVISION NO.	DATE	DESCRIPTION
1	04/30/26	RESPONSE TO ROUND #1 CITY COMMENTS
2	06/17/26	RESPONSE TO ROUND #2 CITY COMMENTS

PROFESSIONAL ENGINEER
LICENSED
17618
SAMANTHA STAHLNECKER
STATE OF IDAHO

PRELIMINARY NOT FOR CONSTRUCTION

COVER SHEET

THE BITTERROOT
PREPARED FOR: SUNDANCE R3 DEVCO LLC

25012
PROJECT NUMBER

C0.10

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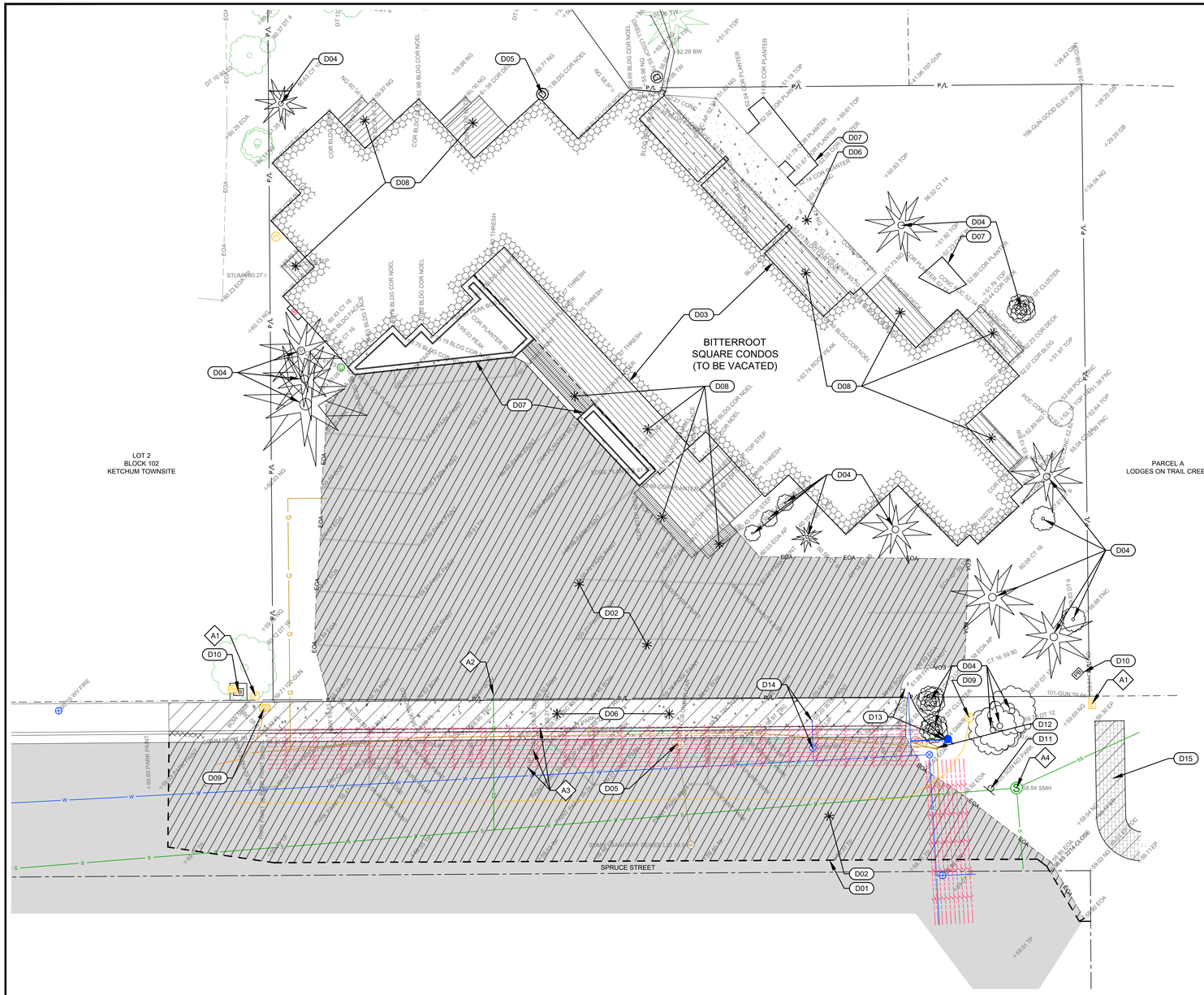

SITE DEMOLITION KEY NOTES

- D01 SAWCUT ASPHALT TO PROVIDE FOR A CLEAN VERTICAL EDGE.
- D02 REMOVE AND DISPOSE OF ASPHALT.
- D03 REMOVE AND DISPOSE OF BUILDING / STRUCTURE PER ARCHITECTURAL PLANS.
- D04 REMOVE AND DISPOSE OF TREE AND ROOTBALL.
- D05 REMOVE AND DISPOSE OF STORM STRUCTURE. IF STORM PIPE IS CONNECTED TO STRUCTURE, PLUG ABANDONED PIPE. PLACE SLURRY IN FIRST 10 LINEAL FEET OF PIPE.
- D06 REMOVE AND DISPOSE OF CONCRETE SIDEWALK, CURB, AND GUTTER.
- D07 REMOVE AND DISPOSE OF PLANTER.
- D08 REMOVE AND DISPOSE OF DECK AND STEPS / STAIRS.
- D09 RELOCATE CABLE TV UTILITY RISER (BY OTHERS).
- D10 REPLACE POWER VAULT (BY OTHERS).
- D11 SIGN
- D12 RELOCATE GAS MARKER. COORDINATE WORK WITH INTERMOUNTAIN GAS COMPANY.
- D13 RELOCATE EXISTING FIRE HYDRANT. SEE SITE PLAN.
- D14 CUT, CAP, AND ABANDON EXISTING WATER SERVICE AT MAIN LINE. THE CONTRACTOR SHALL LOCATE THE EXISTING FIRE SERVICE LINE AND CUT, CAP, AND ABANDON THE EXISTING FIRE SERVICE AT THE MAIN LINE.
- A RETAIN AND PROTECT
  1. COMMUNICATION VAULT.
  2. SEWER SERVICE.
  3. UNDERGROUND POWER, CONTRACTOR SHALL POTHOLE TO DETERMINE COVER OVER EXISTING POWER AND NOTIFY ENGINEER OF RESULTS PRIOR TO CONSTRUCTION COMMENCEMENT.
  4. SEWER MANHOLE.
- D15 REMOVE EXISTING PAVERS. RETAIN EXISTING PAVERS TO BE RE-INSTALLED FOR ACCESSIBLE CONNECTION TO NEW SIDEWALK.

0 10 20 Feet

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3		
4		

PROFESSIONAL ENGINEER LICENSED 17618 SAMANTHA STAHLNECKER STATE OF IDAHO

PRELIMINARY NOT FOR CONSTRUCTION

DEMOLITION PLAN

THE BITTERROOT

PREPARED FOR: SUNDANCE R3 DEVCO LLC

25012
PROJECT NUMBER

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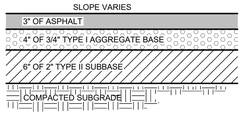
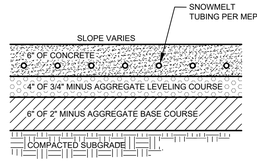


NOTES:

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 / C1.00 **TYPICAL STREET ASPHALT SECTION**

N.T.S.



NOTES:

1. INSTALL SCORE JOINTS AT INTERVALS TO MATCH WIDTH OF WALK NOT TO EXCEED 5 FEET SPACING IN BOTH THE LONGITUDINAL AND TRANSVERSE DIRECTION FOR SIDEWALK 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 SIDEWALK IS PLACED BETWEEN TWO PERMANENT FOUNDATIONS OR ADJACENT TO THE STRUCTURE, PLACE ½" EXPANSION JOINT MATERIAL ALONG THE BACK OF WALK THE FULL LENGTH.
3. SIDEWALK CONSTRUCTION JOINTS SHALL BE CONSTRUCTED APPROXIMATELY ¼" WIDE, ¼" IN DEPTH AND FINISHED AND EDGED SMOOTH. A PREFORMED EXPANSION JOINT FILLER SHALL BE PLACED EVERY 40' FOR NEW SIDEWALK CONSTRUCTION.
4. WHEN TRANSITIONING NEW SIDEWALK TO EXISTING, A MINIMUM 5' TRANSITIONAL PANEL SHALL BE SEPARATED AND ISOLATED WITH EXPANSION MATERIAL.
5. SIDEWALK 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 THICKNESS PER THIS DETAIL OR MATCH EXISTING, WHICHEVER IS GREATER. CONCRETE SHALL BE TITAN MIX OR APPROVED EQUAL.

2 / C1.00 **TYPICAL CONCRETE SECTION**

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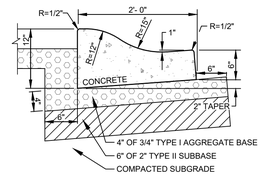

NOTES:

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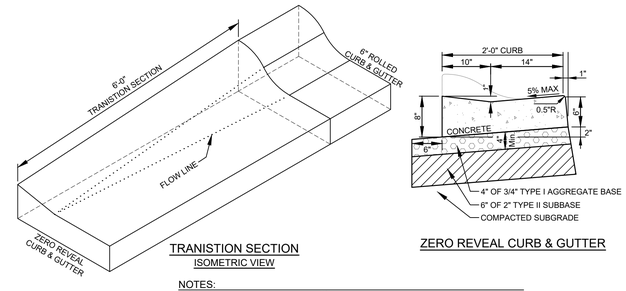
2. MATERIALS SHALL CONFORM WITH CURRENT ISPWC STANDARDS, DIVISION 800 AGGREGATES AND ASPHALT.
3. PAVEMENT SECTION MAY BE MODIFIED IF A PROJECT SPECIFIC GEOTECHNICAL REPORT, STAMPED BY A LICENSED ENGINEER, IS PROVIDED.
4. 1/2-INCH PREFORMED EXPANSION JOINT MATERIAL (AASHTO M 213) AT TERMINAL POINTS OF RADII.
5. CONTINUOUS PLACEMENT PREFERRED, SCORE INTERVALS 10-FEET MAXIMUM SPACING (8-FEET W/SIDEWALK).
6. CONCRETE SHALL BE TITAN MIX OR APPROVED EQUAL.

3 / C1.00 **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.
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3. PAVEMENT SECTION MAY BE MODIFIED IF A PROJECT SPECIFIC GEOTECHNICAL REPORT, STAMPED BY A LICENSED ENGINEER, IS PROVIDED.
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5. CONTINUOUS PLACEMENT PREFERRED, SCORE INTERVALS 10-FEET MAXIMUM SPACING (8-FEET W/SIDEWALK).
6. CONCRETE SHALL BE TITAN MIX OR APPROVED EQUAL.

4 / C1.00 **TYPICAL CURB TRANSITION DETAIL**

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PROFESSIONAL ENGINEER
LICENSED
17618
STATE OF IDAHO
SAMANTHA STAHLNECKER

PRELIMINARY NOT FOR CONSTRUCTION

DETAIL SHEET

THE BITTERROOT
PREPARED FOR: SUNDANCE R3 DEVCO LLC

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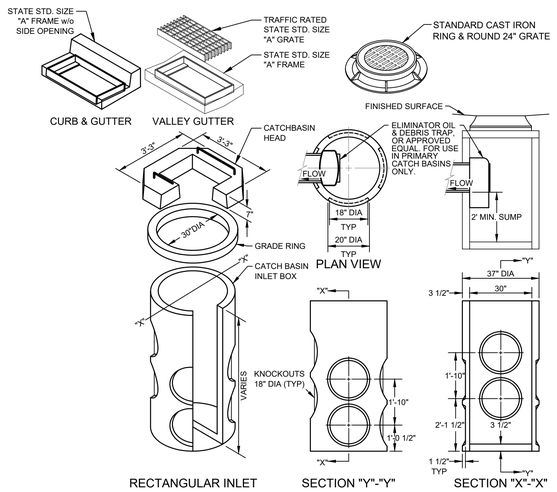
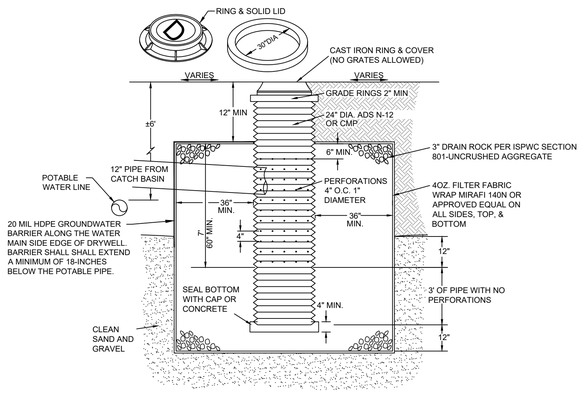


CATCH BASIN INSTALLATION NOTES:

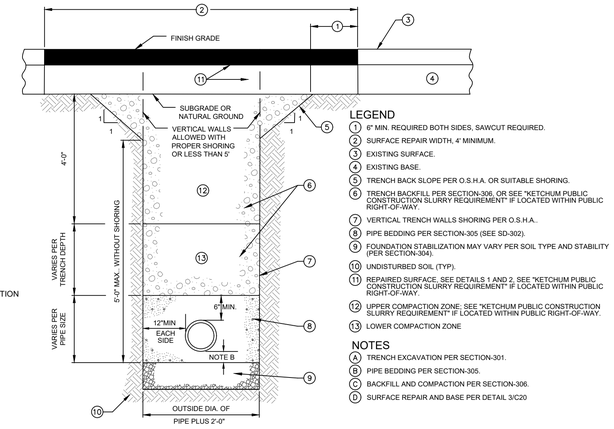
1. A PRIMARY CATCH BASIN IS DEFINED AS THE FIRST STORM STRUCTURE UPSTREAM OF A DRYWELL. A SATELLITE CATCH BASIN IS DEFINED AS THE STORM STRUCTURE UPSTREAM OF THE PRIMARY CATCH BASIN.
2. THE OIL & DEBRIS TRAP SHALL BE INSTALLED ON THE OUTLET OF THE PRIMARY CATCH BASIN ONLY, NOT ON SATELLITE CATCH BASINS.
3. PLACE A MINIMUM OF 4" OF COMPACTED BEDDING ON PREPARED SUBGRADE AS SPECIFIED IN ISPWC SECTION 305 - PIPE BEDDING. EXTEND BEDDING EITHER TO THE LIMITS OF THE EXCAVATION OR AT LEAST 12" OUTSIDE THE LIMITS OF THE BASE SECTION.
4. FILL THE BALANCE OF THE EXCAVATED AREA WITH SELECT MATERIAL COMPACTED LEVEL TO THE TOP OF THE BEDDING.
5. PROVIDE A SMOOTH AND LEVEL BEARING SURFACE ON THE BEDDING SURFACE.

1 / C1.01 — 30" DIAMETER CATCH BASIN
N.T.S.



NOTE: THE BED SHALL BE EXCAVATED A MINIMUM OF 24" INTO CLEAN SAND AND GRAVEL. IF CLEAN SAND AND GRAVEL IS NOT ENCOUNTERED WITHIN 12 FEET, THE CONTRACTOR SHALL CONTACT THE ENGINEER.

2 / C1.01 — DRYWELL DETAIL
N.T.S.



LEGEND

1. 6" MIN. REQUIRED BOTH SIDES, SAWCUT REQUIRED.
2. SURFACE REPAIR WIDTH, 4' MINIMUM.
3. EXISTING SURFACE.
4. EXISTING BASE.
5. TRENCH BACK SLOPE PER O.S.H.A. OR SUITABLE SHORING.
6. TRENCH BACKFILL PER SECTION-306, OR SEE "KETCHUM PUBLIC CONSTRUCTION SLURRY REQUIREMENT" IF LOCATED WITHIN PUBLIC RIGHT-OF-WAY.
7. VERTICAL TRENCH WALLS SHORING PER O.S.H.A..
8. PIPE BEDDING PER SECTION-305 (SEE SD-302).
9. FOUNDATION STABILIZATION MAY VARY PER SOIL TYPE AND STABILITY (PER SECTION-304).
10. UNDISTURBED SOIL (TYP).
11. REPAIRED SURFACE, SEE DETAILS 1 AND 2, SEE "KETCHUM PUBLIC CONSTRUCTION SLURRY REQUIREMENT" IF LOCATED WITHIN PUBLIC RIGHT-OF-WAY.
12. UPPER COMPACTION ZONE; SEE "KETCHUM PUBLIC CONSTRUCTION SLURRY REQUIREMENT" IF LOCATED WITHIN PUBLIC RIGHT-OF-WAY.
13. LOWER COMPACTION ZONE

NOTES

- A. TRENCH EXCAVATION PER SECTION-301.
- B. PIPE BEDDING PER SECTION-305.
- C. BACKFILL AND COMPACTION PER SECTION-306.
- D. SURFACE REPAIR AND BASE PER DETAIL 3/C20

KETCHUM PUBLIC CONSTRUCTION SLURRY REQUIREMENT

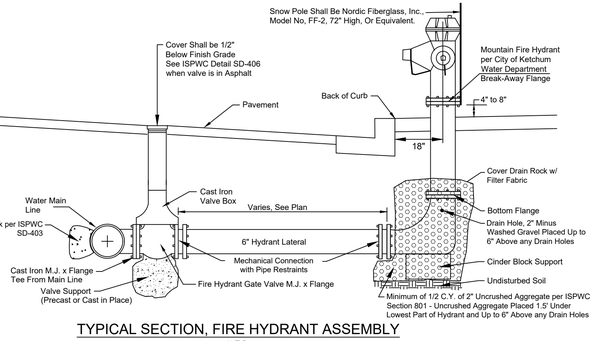
IN AREAS WHERE IT IS NECESSARY TO CUT THE ASPHALT PAVEMENT AND DIG A TRENCH FOR BURIAL OF CONDUIT CABLE OR OTHER CITY UTILITY, THE TRENCH SHALL BE BACKFILLED WITH A LEAN CONCRETE MIX TO THE BOTTOM OF FINISH SURFACE MATERIAL WITH THE FOLLOWING PROPORTIONS OF MATERIALS:

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

WATER CONTENT IS MAXIMUM AND MAY BE REDUCING DOWNWARD. CARES 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.

3 / C1.01 — TYPICAL TRENCH SECTION
N.T.S.



NOTES

1. Hydrants shall have a 6' foot bury.
2. Hydrants shall be Waterous Pacer Model WB-67U-250 or Mueller Super Centurion 250 and conform to the following:
   - 2 ea., 2-1/2" NST threaded nozzles
   - 1 ea., 4-1/2" NST threaded nozzles
   - Dry Barrel type 6" barrel
   - Red in color
   - Traffic "breakaway" design
   - 250 PSI rated
   - UL Listed
   - Main valve size 5-1/4"
3. Mechanical Restraints shall be used. Restraints shall be Romac Industries RomaGrip or approved equivalent. No lug or set screw type restraints are to be used on PVC pipe.
4. City shall approve location and elevation of all Fire Hydrants. Fire Hydrants shall be located at street intersections and at a minimum spacing of 500 feet in residential zones and 450 feet in business and industrial zones. No obstructions shall be placed within 3 feet of the back and 15 feet of the sides and front of Fire Hydrants.
5. Auxiliary Gate Valve shall meet AWWA C509 (Total rubber encapsulated, resilient seat, waterous series or approved equal).
6. Valve Box shall be Tyler 664A or approved equal.
7. Hydrant break away flange elevation equal to street centerline or 4" to 8" above finished grade as approved.
8. Fire hydrant assemblies located on the opposite side of the roadway from the watermain shall have 2" Dow Board installed over the pipeline leading to the hydrant. The Dow Board shall extend from auxiliary gate valve to the hydrant

HYDRANT VEHICULAR PROTECTION

Fire hydrants which may be exposed to vehicular damage or obstruction shall have an approved array of bollards or guard post installed to protect them from damage and maintain the minimum distance required for proper operation.

When they are installed, they shall be:

- Constructed of steel not less than (4) inches in diameter and concrete filled.
- Spaced not more than four (4) feet between posts on center.
- Set not less than three (3) feet deep in a concrete footing not less than (15) inches in diameter.
- Set with the top of the posts not less than (3) feet above the ground.
- The post shall be painted bright red, reflective markings are recommended.
- Located at least three feet from any portion of the hydrant and located so as not to create an obstruction to its use.

4 / C1.01 — FIRE HYDRANT
N.T.S.

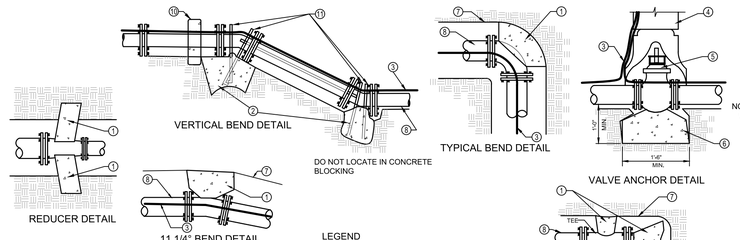


TABLE 1
THRUST AREA FOR HORIZONTAL BENDS***

SOIL BEARING PRESSURE	= 2000 PSF
WORKING PRESSURE RATING	= 150 PSI
SAFTEY FACTOR	= 1.5

PIPE SIZE	MINIMUM SQUARE FEET OF THRUST AREA ONTO UNDISTURBED EARTH* TEE, PLUG OF VALVE	90° BEND**	45° BEND	22.5°, 11.25° BENDS OR REDUCER
3"	0,8	1,1	0,6	0,3
4"	1,4	2,0	1,1	0,6
6"	3,2	4,5	2,4	1,2
8"	5,7	8,0	4,3	2,2
10"	8,8	12,5	6,8	3,4
12"	12,7	18,0	9,7	5,0
14"	17,3	24,5	13,3	6,8
16"	22,6	32,0	17,3	8,8
18"	28,6	40,5	21,9	11,2

* MUST BE INCREASED BASED ON DIFFERENT CONDITIONS (HIGHER WORKING PRESSURE OR LOWER SOIL BEARING STRENGTH).
** OR TEE ACTING AS A 90° BEND
***THRUST BLOCK DEPTH TO BE A MINIMUM 0F 12" FOR PIPE SIZES 3"-8" AND 18" FOR PIPE SIZES 10"-18" OR THE SQUARE ROOT OF THE REQUIRED BEARING AREA, WHICHEVER IS GREATER.

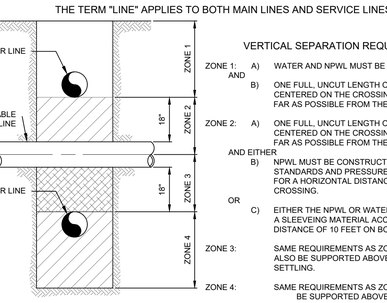
LEGEND

1. FOR HORIZONTAL PIPE BENDS, BEARING THRUST BLOCKS MUST PROVIDE 2500 PSI CONCRETE POURED AGAINST UNDISTURBED EARTH PER TABLE 1.
2. FOR VERTICAL PIPE BENDS, GRAVITY THRUST BLOCKS MUST PROVIDE A VOLUME OF CONCRETE POURED AGAINST UNDISTURBED EARTH WHICH IS SIZED FOR EXPECTED FORCES WITH A MINIMUM 1.5 FACTOR OF SAFETY.
3. NO, 12 COPPER FINDER WIRE. SEE SD-514 FOR SPLICING.
4. C.I. VALVE BOX WITH COVER.
5. C.I. GATE VALVE (M.J.).
6. PRECAST BLOCK FOR CUT IN TEE AND VALVE OR CAST IN PLACE WITH 2-1/2"Ø MIN REBAR.
7. TRENCH SIDE.
8. PIPE.
9. PLUG.
10. HAMMERHEAD THRUST BLOCKING.
11. ANCHOR BARS (1/2"Ø MIN)

TEE AND PLUG DETAIL NOTES:

- A. ANCHOR ALL VALVES CONNECTED TO P.V.C. PIPE AS SHOWN.
- B. COVER BOLTS AND FLANGES WITH PLASTIC TO PROTECT FROM CONCRETE ADHERENCE DURING CONSTRUCTION OF THRUST BLOCKS.
- C. SEE CHART FOR MIN THRUST BLOCKS BEARING AREAS.
- D. ALL CONCRETE TO BE 2500 P.S.I. STRENGTH POURED AGAINST UNDISTURBED EARTH.
- E. PROVIDE 6 MIL POLYPROPYLENE BETWEEN FITTINGS AND CONCRETE.
- F. NOTIFY ENGINEER FOR ANY CONDITION OR PIPE SIZE NOT INDICATED.
- G. ALL BLOCKS TO BE CENTERED AROUND PIPE SPRING LINE.

5 / C1.01 — THRUST BLOCK AND ANCHOR DETAILS
N.T.S.



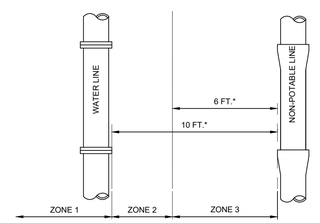
VERTICAL SEPARATION REQUIREMENTS

ZONE 1: A) WATER AND NPWL MUST BE SEPARATED BY AT LEAST 18"
AND
B) ONE FULL, UNCUT LENGTH OF BOTH PWL AND NPWL PIPE MUST BE CENTERED ON THE CROSSING SO THAT THE JOINTS ARE AS FAR AS POSSIBLE FROM THE CROSSING.

ZONE 2: A) ONE FULL, UNCUT LENGTH OF BOTH PWL AND NPWL PIPE MUST BE CENTERED ON THE CROSSING SO THAT THE JOINTS ARE AS FAR AS POSSIBLE FROM THE CROSSING.
AND EITHER
B) NPWL MUST BE CONSTRUCTED TO WATER MAIN STANDARDS AND PRESSURE TESTED FOR WATER TIGHTNESS FOR A HORIZONTAL DISTANCE OF 10 FEET ON BOTH SIDES OF CROSSING.
OR
C) EITHER THE NPWL OR WATER LINE OR BOTH MUST BE ENCASED WITH A SLEEVEING MATERIAL ACCEPTABLE TO DEQ FOR A HORIZONTAL DISTANCE OF 10 FEET ON BOTH SIDES OF THE CROSSING.

ZONE 3: SAME REQUIREMENTS AS ZONE 2 EXCEPT THE NPWL MUST ALSO BE SUPPORTED ABOVE THE CROSSING TO PREVENT SETTLING.

ZONE 4: SAME REQUIREMENTS AS ZONE 1 EXCEPT THE THE NPWL MUST ALSO BE SUPPORTED ABOVE THE CROSSING TO PREVENT SETTLING.



.* DISTANCES ARE HORIZONTAL

HORIZONTAL SEPARATION REQUIREMENTS

ZONE 1: A) NO SPECIAL REQUIREMENTS.

ZONE 2: A) NO SPECIAL REQUIREMENTS FOR POTABLE OR NON-POTABLE SERVICES
B) WATER AND NPWL SEPARATED BY AT LEAST 6 FEET AT OUTSIDE WALLS.
AND
C) WATER AT LEAST 18 INCHES HIGHER IN ELEVATION THAN THE NPWL.
AND EITHER
D) NPWL CONSTRUCTED TO POTABLE WATER MAIN STANDARDS AND PRESSURE TESTED FOR WATER TIGHTNESS.
OR
E) SITE SPECIFIC REQUIREMENTS APPROVED BY DEQ.

ZONE 3: NOT ALLOWED WITHOUT DEQ WAIVER.

NOTE: SANITARY SEWER FORCE MAINS MUST HAVE MIN. 10' HORIZONTAL SEPARATION AND 18" VERTICAL SEPARATION. ZONE 2 AND ZONE 3 PLACEMENTS ARE NOT ALLOWED WITHOUT A WAIVER GRANTED BY DEQ.

6 / C1.01 — POTABLE AND NON-POTABLE WATER LINE (NPWL) SEPARATION
N.T.S.

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PURPOSE: ISSUE FOR DESIGN REVIEW (02/25/2026)

REVISION NO.	DATE	DESCRIPTION
1	04/30/26	RESPONSE TO ROUND #1 CITY COMMENTS
2	06/17/26	RESPONSE TO ROUND #2 CITY COMMENTS

PROFESSIONAL ENGINEER LICENSED 17618 STATE OF IDAHO SAMANTHA STAHLNECKER

PRELIMINARY NOT FOR CONSTRUCTION

DETAIL SHEET

THE BITTERROOT
PREPARED FOR: SUNDANCE R3 DEVCO LLC

25012
PROJECT NUMBER

C1.01

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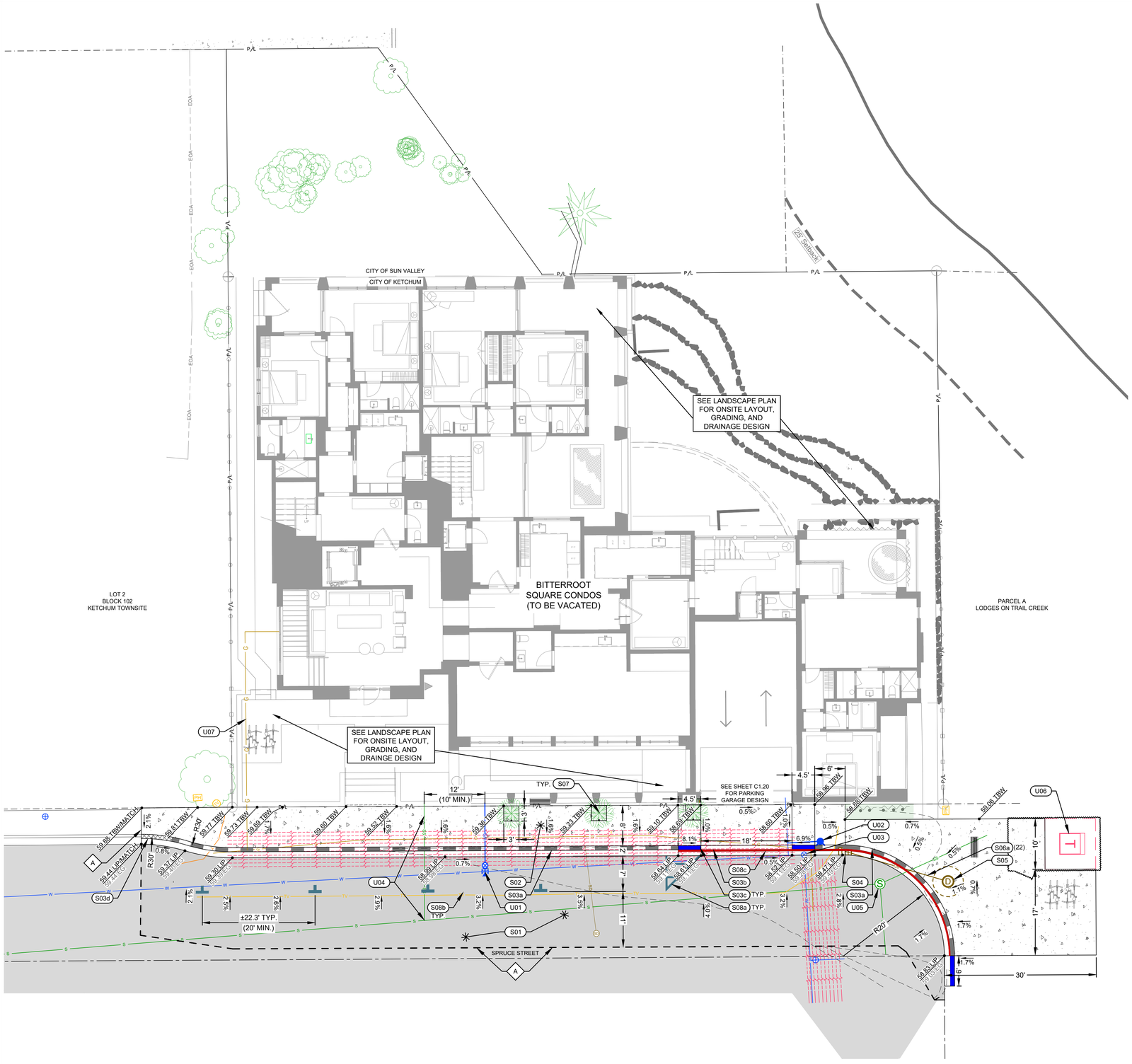

SITE IMPROVEMENT KEY NOTES

- S01 CONSTRUCT ASPHALT ROADWAY / ASPHALT REPAIR. REFER TO DETAIL 1 / C1.00.
- S02 CONSTRUCT HEATED CONCRETE SIDEWALK, WIDTH AS SHOWN HEREON. REFER TO DETAIL 2 / C1.00.
- S03 CONSTRUCT CONCRETE CURB AND GUTTER
  - a. 6" ROLLED C&G PER DETAIL 3 / C1.00.
  - b. CURB TRANSITION PER DETAIL 4 / C1.00.
  - c. ZERO REVEAL CURB AND GUTTER PER DETAIL 4 / C1.00.
  - d. ±6" OF CURB TRANSITION (BETWEEN 6" ROLLED C&G AND MONOLITHIC POUR SIDEWALK, CURB, & GUTTER).
- S04 INSTALL CATCH BASIN, RECTANGULAR GRATE. REFER TO DETAIL 1 / C1.01. RIM = 5858.37 I.E.(OUT) = 5855.37
- S05 INSTALL DRYWELL. REFER TO DETAIL 2 / C1.01. RIM = 5859.1 I.E.(IN) = 5854.95
- S06 (LF) INSTALL STORM DRAIN PIPE WITH A MINIMUM SLOPE OF 2.0%. REFER TO DETAIL 3 / C1.01 FOR TRENCHING. 12" ADS N-12 PIPE
- S07 INSTALL TREE WELL. REFER TO LANDSCAPE PLANS.
- S08 INSTALL ROAD STRIPING / PAINT
  - a. YELLOW ASPHALT NO PARKING STRIPING (4" WIDE). MATCH CITY PATTERNS.
  - b. YELLOW ASPHALT PARKING STRIPING "T". MATCH CITY PATTERNS.
  - c. RED "NO PARKING" STRIPING ON CURB. MATCH CITY PATTERNS. (**PAINT TOP HALF OF ROLLED CURB**).

A MATCH EXISTING LINES AND GRADES

UTILITY KEY NOTES

- U01 INSTALL NEW FIRE AND DOMESTIC WATER SERVICE. STAINLESS STEEL TAPPING SADDLE, AND GATE VALVE. REFER TO MECHANICAL DRAWINGS FOR SERVICE SIZE AND PIPE MATERIAL. REFER TO DETAIL 3 / C1.01 FOR TRENCHING AND DETAIL 5 / C1.01 FOR THRUST PROTECTION.
- U02 INSTALL NEW MOUNTAIN HYDRANT PER DETAIL 4 / C1.01. CONNECT TO EXISTING VALVE. HYDRANT LOCATION TO BE FIELD-VERIFIED BY THE CITY OF KETCHUM WATER DEPARTMENT.
- U03 ADJUST WATER VAULT LID ELEVATION. EXISTING LID ELEV. = ±5858.3 PROPOSED RIM ELEV. = 5858.50
- U04 UTILIZE EXISTING SEWER SERVICE LINE INTO EXISTING BUILDING.
- U05 ADJUST SEWER MANHOLE RIM ELEVATION. EXISTING RIM ELEV. = ±5858.85 PROPOSED RIM ELEV. = 5858.75
- U06 INSTALL POWER TRANSFORMER (BY OTHERS). OWNER OR CONTRACTOR TO FACILITATE AND COORDINATE INSTALLATION WITH IDAHO POWER.
- U07 INSTALL GAS SERVICE. COORDINATE WITH INTERMOUNTAIN GAS SERVICE FOR INSTALLATION REQUIREMENTS.

ABBREVIATIONS

EG	EXISTING GRADE
LIP	LIP OF GUTTER
MATCH	MATCH EXISTING GRADE
TBW	TOP BACK OF WALK

0 10 20 Feet

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1	04/30/26	RESPONSE TO ROUND #1 CITY COMMENTS
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PROFESSIONAL ENGINEER LICENSED 17618 SAMANTHA STAHLNECKER STATE OF IDAHO

PRELIMINARY NOT FOR CONSTRUCTION

SITE PLAN

THE BITTERROOT
PREPARED FOR: SUNDANCE R3 DEVCO LLC

25012
PROJECT NUMBER

C1.10

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SITE IMPROVEMENT KEY NOTES

S01 (LF) INSTALL STORM DRAIN PIPE. REFER TO DETAIL 3 / C1.01 FOR TRENCHING.
- a. 6"Ø D3034 PVC PIPE, SLOPE = 2.0% MIN.
- b. 12"Ø ADS N-12 PIPE, INSTALLED FLAT

S02 INSTALL CATCH BASIN, ROUND GRATE. REFER TO DETAIL 1 / C1.01.
- a. RIM = 5850.7
  I.E.(OUT) = 5847.7
- b. RIM = 5850.7
  I.E. (IN) = 5846.9
  I.E.(OUT) = 5846.8
- c. RIM = 5850.7
  I.E.(OUT) = 5847.7

S03 INSTALL NDS SPEED-D CHANNEL DRAIN WITH GRATE PER ARCHITECT. INSTALL PER MANUFACTURER'S RECOMMENDATIONS. CONNECT TO SAND AND GREASE TRAP.

S04 INSTALL CONCRETE 350 GALLON SAND AND GREASE TRAP WITH TRAFFIC RATED LID. CONNECT ROOF DRAINS PER ARCHITECT.
- a. RIM = 5850.8
  I.E. (IN) = 5846.3
  I.E. (OUT) = 5846.2
- b. RIM = 5850.8
  I.E. (IN) = 5847.1
  I.E. (OUT) = 5847.0

S05 INSTALL 16 DC-780 STORMTECH CHAMBERS. INSTALL OBSERVATION PORTS AT THE ENDS OF EACH ROW. PER MANUFACTURER'S RECOMMENDATIONS.
TOP OF CHAMBER = 5847.5
I.E. (IN) = 5846.9
BOTTOM OF CHAMBER = 5845.0

UTILITY KEY NOTES

U01 INSTALL POWER METER. LOCATION TO BE VERIFIED BY IDAHO POWER (BY OTHERS). OWNER OR CONTRACTOR TO FACILITATE AND COORDINATE INSTALLATION WITH IDAHO POWER.

ABBREVIATIONS

BVC	BEGIN VERTICAL CURVE
EVC	END VERTICAL CURVE
PC	POINT OF CURVATURE
PT	POINT OF TANGENCY
TC	TOP OF CONCRETE

0 10 20 Feet

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PROFESSIONAL ENGINEER
LICENSED
17618
SAMANTHA STAHLNECKER
STATE OF IDAHO

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SITE PLAN - PARKING GARAGE

THE BITTERROOT

PREPARED FOR: SUNDANCE R3 DEVCO LLC

25012
PROJECT NUMBER

C1.20

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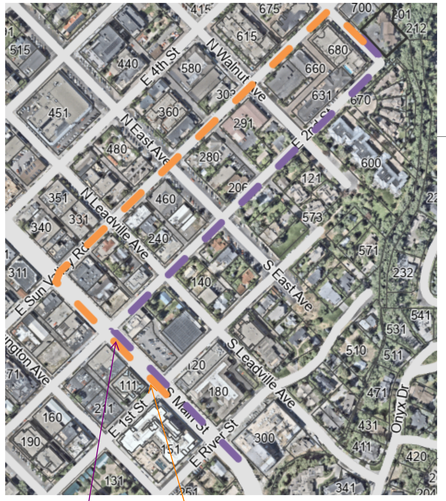
DELIVERIES



Purple is jobsite delivery incoming route.

From Main Street, turn right onto E 2nd Street until they reach 200 spruce

Orange is jobsite delivery outgoing route

From 200 Spruce, turn left onto Sun Valley Road, turn left or right at Main street

Temp Fence is Sonco 6' Tall x 10' temporary chain link fence panels with black screening. 10% Opacity



Orange or Black Silt Fencing

Man Access Gate

8' x 20' Job Office Trailer

Onsite Material Storage

S44° 29' 10"E 29.98'

S44° 29' 10"E 77.95'

S10° 50' 49"W 55.18'

S45° 15' 18"W 105.34'

N45° 00' 28"E 149.77'

98'-0"

EXISTING BUILDING

Sanitary Toilets

6 yd dumpster

6 yd dumpster

Onsite Material Storage

15' x 15' Crane Pad

Onsite Material Storage

Onsite Parking in garage

N44° 15' 47"W 140.50'

LOADING/UNLOADING ZONE

17'-0"

Vehicle Access Gate

Vehicle Access Gate

Onsite Parking

COVERED WALKWAY

UNDERGROUND PARKING RAMP LINE

GARAGE P2

GARAGE P1

SETBACK LINE, TYP.

PROPERTY LINE, TYP.

6' HIGH DECORATIVE CONCRETE PROPERTY WALL

NOTES:

1. ALL DIMENSIONS / TAKEOFFS TO BE VERIFIED IN THE FIELD BY CONTRACTOR
2. SIDEWALK/ALLEYWAY SNOW REMOVAL IN THE R.O.W IS THE RESPONSIBILITY OF THE HOA.
3. PLAZA/PEDESTRIAN SIDEWALK WILL HAVE SNOWMELT.

1 A1.2 ARCHITECTURAL SITE PLAN - PROPOSED

SCALE: 1" = 10'

5' 0 10' 20'

HollisPartners architects AIA LEED AP

PO BOX 1769 [post]
SUN VALLEY, ID 83353
220 River St. E [courier]
KETCHUM, ID 83343

V.208.721.7160 / V.208.721.0633

LICENSED ARCHITECT AR 985372

DANIEL PETER HOLLIS STATE OF IDAHO

THIS WORK WAS PREPARED BY ME OR UNDER MY SUPERVISION AND CONSTRUCTION OF THIS PROJECT WILL BE UNDER MY OBSERVATION

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REVISION DATE

	PRE-APP DR	4/30/25
ISSUE/DATE	INTRO SET	3/20/25
DRAWN BY	DPH / JJR	
CHECKED BY	DPH / JJR	
DATE	03/12/24	
JOB NO.	1094	

THE BITTERROOT
ON TRAIL CREEK

200 N. SPRUCE STREET
KETCHUM, IDAHO

ARCHITECTURAL SITE PLAN

A 1.2

CATEGORY SEQUENCE

GENERAL NOTES:

1. CONTRACTOR SHALL CONTACT UNDERGROUND UTILITY LOCATING SERVICE PRIOR TO EXCAVATION FOR ELECTRICAL WORK.
2. CONTRACTOR IS RESPONSIBLE FOR COORDINATION WITH ALL OTHER SITE DISCIPLINES INCLUDING BUT NOT LIMITED TO TRADES ASSOCIATED WITH WATER, SEWER, AND GAS INSTALLATIONS.
3. ELECTRICAL CONTRACTOR SHALL COORDINATE UTILITY WORK REQUIRED BY IPCO AND SHALL FORWARD IPCO WORK ORDER INVOICE TO OWNER FOR PAYMENT BY OWNER.

KEYED NOTES: (#)

1. EXISTING TRANSFORMER AND PAD.
2. ELECTRICAL METERS.



1 ELECTRICAL GARAGE PLAN
SCALE: 1/8"=1'-0"

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--/--/--

NO.	REVISIONS	DATE

HOLLIS PARTNERS
THE BITTEROOT ON TRAIL CREEK

ELECTRICAL GARAGE PLAN

SCALE: AS NOTED
DATE: __/__/__
DRAWN BY: DS
CHECKED BY: RE

SHEET E1.0

GENERAL NOTES:

1. CONTRACTOR SHALL CONTACT UNDERGROUND UTILITY LOCATING SERVICE PRIOR TO EXCAVATION FOR ELECTRICAL WORK.
2. CONTRACTOR IS RESPONSIBLE FOR COORDINATION WITH ALL OTHER SITE DISCIPLINES INCLUDING BUT NOT LIMITED TO TRADES ASSOCIATED WITH WATER, SEWER, AND GAS INSTALLATIONS.
3. ELECTRICAL CONTRACTOR SHALL COORDINATE UTILITY WORK REQUIRED BY IPCO AND SHALL FORWARD IPCO WORK ORDER INVOICE TO OWNER FOR PAYMENT BY OWNER.



1 LEVEL 1 EXTERIOR LIGHTING PLAN
SCALE: 1/8"=1'-0"

DC ENGINEERING
Careful listening. Dynamic solutions.
www.dcengineering.pw
208.288.2181

PRELIMINARY
--/--/--

NO.	REVISIONS	DATE

HOLLIS PARTNERS
THE BITTEROOT ON TRAIL CREEK

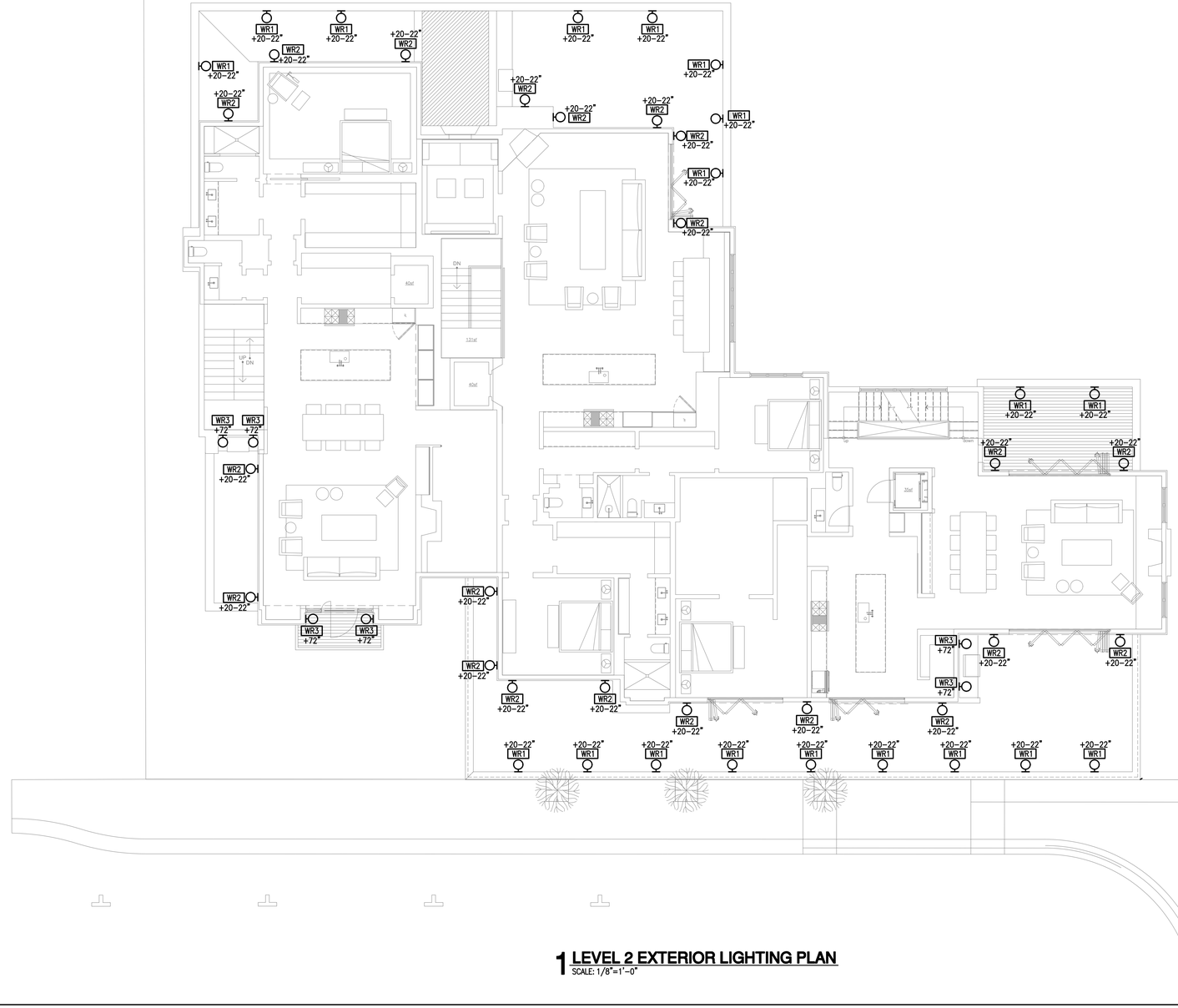
LEVEL 1 EXTERIOR LIGHTING PLAN

SCALE:	AS NOTED
DATE:	__/__/__
DRAWN BY:	DS
CHECKED BY:	RE

SHEET
E1.1

GENERAL NOTES:

1. CONTRACTOR SHALL CONTACT UNDERGROUND UTILITY LOCATING SERVICE PRIOR TO EXCAVATION FOR ELECTRICAL WORK.
2. CONTRACTOR IS RESPONSIBLE FOR COORDINATION WITH ALL OTHER SITE DISCIPLINES INCLUDING BUT NOT LIMITED TO TRADES ASSOCIATED WITH WATER, SEWER, AND GAS INSTALLATIONS.
3. ELECTRICAL CONTRACTOR SHALL COORDINATE UTILITY WORK REQUIRED BY IPCO AND SHALL FORWARD IPCO WORK ORDER INVOICE TO OWNER FOR PAYMENT BY OWNER.



1 LEVEL 2 EXTERIOR LIGHTING PLAN
SCALE: 1/8"=1'-0"

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208.288.2181
Project:20HPAR01

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NO.	REVISIONS	DATE

HOLLIS PARTNERS
THE BITTEROOT ON TRAIL CREEK

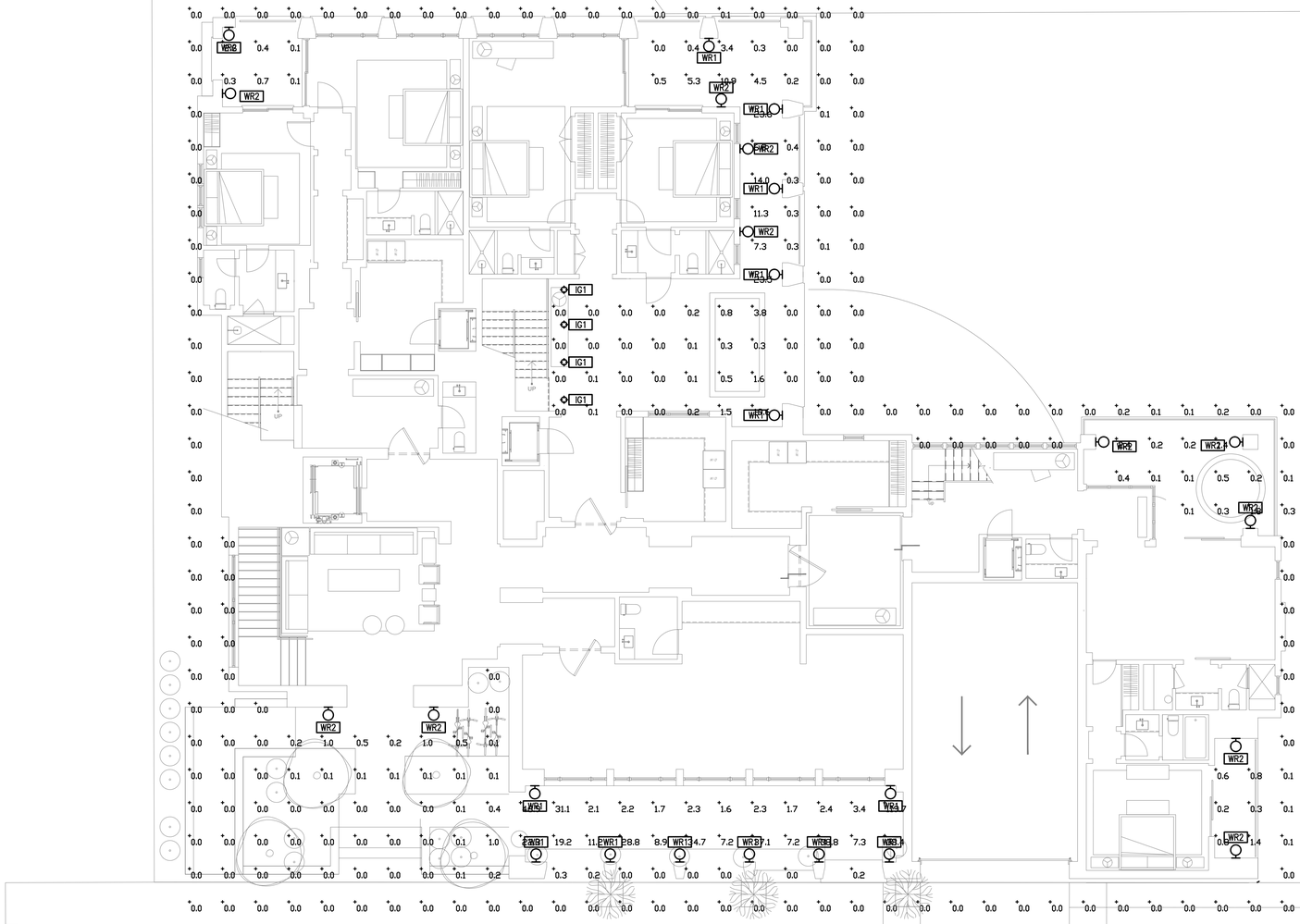
LEVEL 2 EXTERIOR LIGHTING PLAN

SCALE: AS NOTED
DATE: __/__/__
DRAWN BY: DS
CHECKED BY: RE

SHEET
E1.2

GENERAL NOTES:

1. VALUES SHOWN INDICATE ESTIMATED ILLUMINATION LEVEL AT GRADE IN FOOT-CANDLES.



1 LEVEL 1 PHOTOMETRIC PLAN
SCALE: 1/8"=1'-0"

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PRELIMINARY
--/--/--

NO.	REVISIONS	DATE

HOLLIS PARTNERS
THE BITTEROOT ON TRAIL CREEK

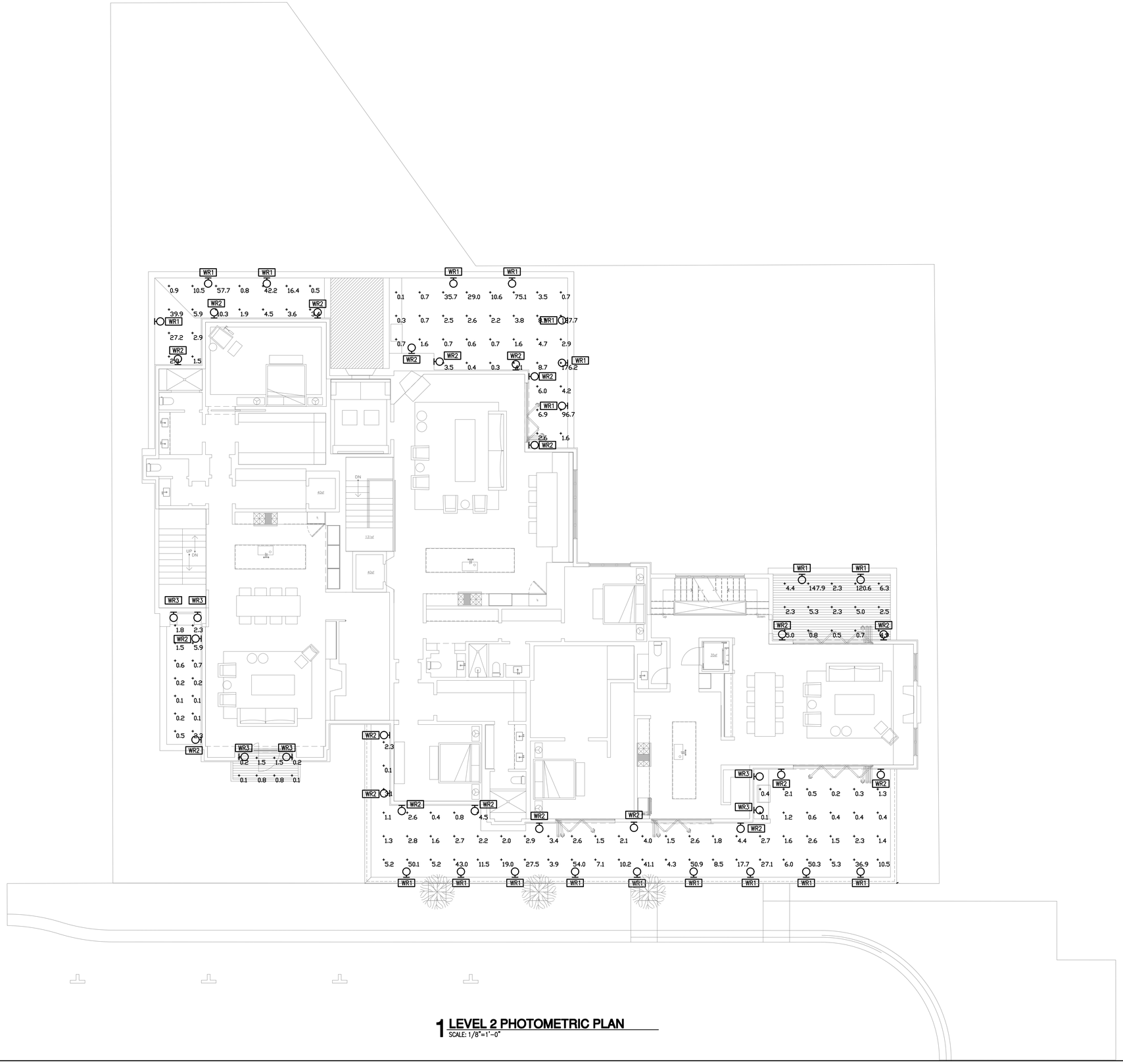
LEVEL 1 PHOTOMETRIC PLAN

SCALE: AS NOTED
DATE: __/__/__
DRAWN BY: DS
CHECKED BY: RE

SHEET
E1.3

GENERAL NOTES:

1. VALUES SHOWN INDICATE ESTIMATED ILLUMINATION LEVEL AT GRADE IN FOOT-CANDLES.



1 LEVEL 2 PHOTOMETRIC PLAN
SCALE: 1/8"=1'-0"

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208.288.2181
Project:26HPAR01

PRELIMINARY
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NO.	REVISIONS	DATE

HOLLIS PARTNERS
THE BITTEROOT ON TRAIL CREEK

LEVEL 2 PHOTOMETRIC PLAN

SCALE: AS NOTED
DATE: __/__/__
DRAWN BY: DS
CHECKED BY: RE

SHEET
E1.4

LUMINAIRE SCHEDULE - THE BITTERROOT ON TRAIL CREEK

4/21/2026

ID	MANUFACTURER	CATALOG NUMBER	LAMPS	INPUT WATTS	VOLTAGE	MOUNTING	COMMENTS
IG1	LUMIEN	LAB-136-CORE: Z4B1-10W-3000K-40-A	LED	10	120	IN GRADE	
WR1	COPPERMOON	CM.840	LED	10	120	RECESSED WALL	
WR2	HINKLEY	15228BK	LED	2.6	120	RECESSED WALL	
WR3	HINKLEY	15232BK	LED	1.4	120	RECESSED WALL	

General Notes:

G1. Design is based on first named manufacturer. Alternate manufacturers are acceptable, subject to compliance with the specified requirements, form, and function of the luminaire. It is the contractors responsibility to provide a complete and operable system. Prior approvals will not be provided by Engineer.

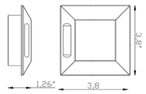
G2. Contractor shall provide and coordinate all fixture mounting accessories.

LUMIEN

Together, we are brighter.

LAB-136





Lumien Lighting
770-485-9002
orders@lumienlighting.com
www.lumienlighting.com

Lumien Lighting reserves the right to modify product specifications without notification. © 2023 Lumien Enterprise Inc.

PROJECT: Bitterroot

TYPE: IG1

CAT #:

DESCRIPTION

Accessory, Brass - Antique, Macro, Recessed, Square, (1) Side Light

SPECIFICATIONS

Construction	Brass
Finish	Antique
Light Warranty	Lifetime

FINISHES

Antique

NOTES

LUMIEN ORDERING GUIDE

	MODULE TYPE (required)	WATTS	COLOR TEMP	BEAM SPREAD	FINISH
LAB-136	CORE: Z4B1	10W	2700K	40	A
		10W	2700K 3000K	40°	A
LAB-136	PRO: Z7B1				
		10W	2700-5700K	40°	A
LAB-136	PRO: Z9B1				
		10W	2700-5700K	40°	A

ACCESSORIES

Mounts - Ground (Optional)
LAP-009 Plastic, PVC for Macro Modules
Mounts - Recessed (Optional)
LAB-187 Stainless Steel, Macro, Spring-Loaded
Accessories - Lens (Optional)
LAB-145 BK Aluminum, Macro, Banded Hex
Accessories - Pro Series (Optional)
LP-REMOTE LumienPRO Remote

www.lumienlighting.com

LUMIEN MODULES

	CORE	PRO	PRO
	Z4B1-10W-27K-A **Z4B1-10W-30K-A**	**Z7B1-10W-A**	**Z9B1-10W-A**
Construction	Brass	Brass	Brass
Finish	Antique	Antique	Antique
Input Voltage	10-15V	10-15V	10-15V
Wattage (Volt Amps)	10W (10.77)	10W (14.87)	10W (14.6)
Module Lumens	800 Lm	610 Lm	445 Lm
Color Temperature	2700K, 3000K	2700-5700K	2700-5700K
Beam Spread	40°	40°	40°
Lead Wire Length	6'	6'	6'
CRI	80+	80+	80+
RGB	No	No	Yes
Dimmable	Primary Dimming	With LumienPRO Remote	With LumienPRO Remote
Rated Life	50,000 Hrs	50,000 Hrs	50,000 Hrs
Warranty	10 Years	10 Years	10 Years
Core Drill Size	-	-	-

www.lumienlighting.com

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208.288.2181
Project:26HPAR01

PRELIMINARY

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NO.	REVISIONS	DATE

HOLLIS PARTNERS
THE BITTEROOT ON TRAIL CREEK

EXTERIOR LUMINAIRE SCHEDULE

SCALE: AS NOTED

DATE: __/__/__

DRAWN BY: DS

CHECKED BY: RE

SHEET

E1.5

COASTAL ELEMENTS™ collection

WR3



NUVI

12V ROUND DECK SCONCE

15232BK

NUVI offers exceptional 12v LED horizontal illumination due to its innovative composite optic technology. Constructed of durable, solid vinyl alloy, NUVI offers resiliency and is built for a long-life. A diverse range of mounting opportunities and easy installation ensure maximum flexibility. ETL rated for indoor/outdoor use.

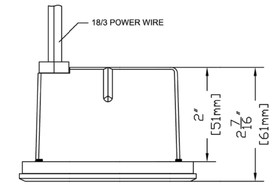
FINISH: Black
WIDTH: 3"
HEIGHT: 3"
DEPTH: 0
LIGHT SOURCE: Integrated LED
WATTAGE: 1.40w LED *Included 2700K
TRANSFORMER REQUIRED: Yes

HINKLEY

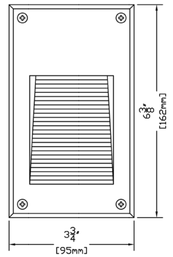
HINKLEY
33000 Pin Oak Parkway
Avon Lake, OH 44012

PHONE: (440) 653-5500
Toll Free: 1 (800) 446-5539

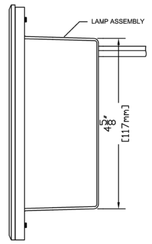
hinkley.com



TOP VIEW WITH DIMENSIONS



FRONT VIEW WITH DIMENSIONS



SIDE VIEW WITH DIMENSIONS

FEATURES:
-DIE CAST BRASS HOUSING WITH LOUVERS
-HIGH HEAT SILICONE O-RING
-BERYLLIUM SOCKET WITH 6ft 18/3 POWER LEAD

FINISHES:
-RAW BRASS
-ANTIQUE BRASS

LAMPS:
-12 VOLT 10 WATT BI-PIN 2700K
-20 WATT MAXIMUM

LENS:
-3mm FROSTED SODA LIME GLASS

ACCESSORIES:
-25ft & 50ft 16/2 LEADS AVAILABLE



SHOWN IN ANTIQUE FINISH

CopperMoon
901 3rd AVE.
WEST POINT, GA. 31833
1.800.727.5483
www.coppermoon.com

CopperMoon DECK, SURFACE & STEP
CM.840
WR1

SIZE	DRAWN BY	CLASSIFICATION	DATE
A	CRAIG SANDERS	DECK STEP & SURFACE	MARCH 30, 2010

COASTAL ELEMENTS™ collection

WR2



NUVI

LARGE RECTANGULAR DECK SCONCE

15228BK

NUVI offers exceptional 12v LED horizontal illumination due to its innovative composite optic technology. Constructed of durable, solid vinyl alloy, NUVI offers resiliency and is built for a long-life. A diverse range of mounting opportunities and easy installation ensure maximum flexibility. ETL rated for indoor/outdoor use.

FINISH: Black
WIDTH: 8"
HEIGHT: 3"
DEPTH: 0
LIGHT SOURCE: Integrated LED
WATTAGE: 2.60w LED *Included 2700K
TRANSFORMER REQUIRED: Yes

HINKLEY

HINKLEY
33000 Pin Oak Parkway
Avon Lake, OH 44012

PHONE: (440) 653-5500
Toll Free: 1 (800) 446-5539

hinkley.com

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208.288.2181
Project:26HPAR01

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NO.	REVISIONS	DATE

HOLLIS PARTNERS
THE BITTEROOT ON TRAIL CREEK

FIXTURE CUTSHEETS

SCALE: AS NOTED
DATE: __/__/__
DRAWN BY: DS
CHECKED BY: RE

SHEET
E1.6

CLEAR CREEK DISPOSAL
PO Box 130 • Ketchum, ID 83340 • Phone 208.726.9600 • www.ccdisposal.com

February 12, 2026

Planning Department
City of Ketchum
P O Box 2315
Ketchum, ID 83340-2215

Re: 200 N Spruce St

To Whom it May Concern,

Please let this letter confirm that Daniel Hollis of Hollis Partners Architects has engaged me in the following:
New Condo/Townhome project – 3 residential units
Garbage room in basement
Service at street level next to underground parking entrance
The development is proposing that carts that serve the occupants will be stored in the garbage room under the building. Service for both recycling & garbage will happen at the street level and transported both in and out of the building by staff. Clear Creek Disposal will service these units twice per week at the location on the pdf.
This service will serve the building and the City of Ketchum well without disturbing the flow of traffic in any significant way.

Sincerely,

Mike Goitiandia
Clear Creek Disposal

.200 N Spruce St

CLEAR CREEK DISPOSAL

IDAHO POWER.

January 30, 2026

Reid Sanborn/Daniel Hollis
Via Email

Subject: Power Service to property at 200 N Spruce

Dear Mr. Sandborn and Mr. Hollis:

You have inquired as to whether the property noted above is within the certificated service territory of Idaho Power Company in the State of Idaho. This will serve letter is to advise you that the property described above is currently located within the certificated service territory of Idaho Power Company (the Company) in the State of Idaho.

I have reviewed the preliminary drawings provided by Opal Engineering and Hollis Partners Architects. We have a single-phase transformer in the SW property corner serving the current building. At this point, the plan is to use this location for our power supply, and it has not been determined if the transformer will have to be upgraded. When electrical load information is provided, we will review for transformer sizing and service to the meters per our specifications what have been provided to you. As the project moves through the approval process with the city, any changes to this plan must be submitted to me for review. Once you are ready to move forward with power install, we typically run 3-4 weeks out for design and 3-4 weeks out for construction after payment.

The company will provide electrical service to the above location subject to the obtaining of any required easements, rights of way, and in compliance with the statures of the State of Idaho and the tariffs of the Company on file with the Idaho Public Utilities Commission (IPUC) in particular, the General Rules and Regulations, covering new service attachments and distribution line installations or alterations. The tariff is subject to change from time to time upon approval by the IPUC.

Please feel free to contact me with any questions.

Respectfully submitted,

Cheryl L. Bennett
Senior Distribution Designer
11831 Hwy 75
Hailey, ID 83333
Idaho Power Company

INTERMOUNTAIN® GAS COMPANY
451 Alan Dr. Jerome Idaho 83338 • (208) 737-6300 FAX (208)737-6342
www.intgas.com

Company: EV REALESTATE
Attn: REID SANBORN Date: 1/29/2026
Address:
City:

RE: Project address. 200 N SPRUCE AVE.

This letter is to serve as verification of the availability of natural gas currently to the above-mentioned project in Ketchum, Idaho.

The total estimated cost of extending our natural gas infrastructure and satisfying current tariffs to serve the above entity is the responsibility of the contractor/ owner of said project and must be paid in advance of construction.

Extensions of our natural gas mains and services will be provided and installed in accordance with our current tariffs, guidelines, policies and provisions on file with the Idaho Public Utilities Commission.

If you need further information regarding this project, please call me at (208) 737-6322.

Sincerely,

Kevin Durham
Energy Service Representative Sr.
Intermountain Gas Company
Kevin.Durham@intgas.com
(208) 737-6322

1 A0.1 REQUIRED WILL SERVE LETTERS

HollisPartners architects
AIA LEED AP

PO BOX 1769 [post]
SUN VALLEY, ID 83353
220 River St. E [courier]
KETCHUM, ID 83343

V.208.721.7160 / V.208.721.0633

LICENSED ARCHITECT AR 985372
DANIEL PETER HOLLIS
STATE OF IDAHO

THIS WORK WAS PREPARED BY ME OR UNDER MY SUPERVISION AND CONSTRUCTION OF THIS PROJECT WILL BE UNDER MY OBSERVATION

OWNERSHIP OF DOCUMENTS: This document, and the ideas and designs incorporated herein as an instrument of professional service, is the property of Hollis Partners Architects, AIA, and is not to be used, in whole or in part, for any other project without the written authorization of Hollis Partners Architects, LLC.

REVISION DATE		
	FINAL DR	2/27/26
	PRE-APP DR	4/30/25
ISSUE/DATE	INTRO SET	3/20/25
DRAWN BY	DPH / JJR	
CHECKED BY	DPH / JJR	
DATE	03/12/24	
JOB NO.	1094	

THE BITTERROOT
ON TRAIL CREEK

200 N. SPRUCE STREET
KETCHUM, IDAHO

UTILITY WILL SERVE LETTERS

A CATEGORY 0.1 SEQUENCE



Attachment B

Design Review

Supplemental Materials

PO Box 1769 [post]
Sun Valley, ID 83353
220 E. River Street [courier]
Ketchum, ID 83340
v 208.721.7160 / 208.721.0633

February 27th 2026

City of Ketchum – Planners
P.O Box 2315
480 East Ave. N.
Ketchum, ID 83340

Dear City of Ketchum Planners/commissioners,

The application pertains to the property at 200 N Spruce Ave, proposed for redevelopment as the *Bitterroot* residential project. This project introduces a new three-story residential building at the edge of downtown Ketchum, designed around a central communal plaza intended to activate this portion of Spruce Avenue. The plaza serves both as a welcoming pedestrian connection along Spruce and as a shared gathering space for residents.

The existing commercial structure on the site is three stories and totals 12,799 sq ft on a 14,733.2 sq ft lot. The proposed residential building remains three stories with 14,039.7 sq ft, maintaining a 0.953 FAR, which is below the 1.0 FAR threshold. To create a more engaging and pedestrian-oriented ground level, all parking has been placed below grade. The basement garage provides two parking spaces per residence along with one ADA space.

The ground floor prioritizes street activation, with the residential common area and plaza entrance occupying most of the Spruce Avenue frontage. The building massing is intentionally stepped to maintain a comfortable pedestrian scale: the second floor is significantly reduced in footprint and set back from the street, while the third floor is integrated into the roof form with dormers to further minimize perceived height. The third floor comprises only 20% of the first-floor square footage.

The exterior material palette draws from local natural tones. The ground level is anchored with locally sourced stone, while natural wood siding extends across the upper floors to create a warm, cohesive expression that reflects the surrounding mountain environment.



View from Spruce Street towards project

Please see the responses below describing how the project design meets the City of Ketchum's design guidelines.

Design Review Evaluation Standards

17.96.060: Improvements and Standards

A. Streets:

1. The applicant shall be responsible for all costs associated with providing a connection from an existing city street to their development. *HPA Response; Confirmed. Applicant will be responsible for all costs associated with this scope of work to be completed by a licensed Civil Engineer (Opal Engineering).*

2. All street designs shall be approved by the City Engineer. *HPA Response; Confirmed. All street designs to be completed by a licensed Civil Engineer (Opal Engineering) for approval by City Engineer.*

B. Sidewalks:

1. All projects under 17.96.010(A) that qualify as a "Substantial Improvement" shall install sidewalks as required by the Public Works Department. *HPA Response; Confirmed.*

2. 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. *HPA Response; Confirmed.*

3. Sidewalks may be waived if one of the following criteria is met:

i. The project comprises an addition of less than two hundred fifty (250) square feet of conditioned space. *HPA Response; NA*

ii. 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. *HPA Response; NA*

4. 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. *HPA Response; Confirmed. The proposed sidewalk to be designed by the Civil Engineer (Opal Engineering) will be the length of the Spruce Street property extremities.*

5. 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. *HPA Response; Confirmed. The sidewalks for this project will be designed to meet city codes along Spruce Ave.*

6. 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 one hundred ten percent (110%) 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. *HPA Response; NA*

C. Drainage:

1. All storm water shall be retained on site. *HPA Response; Confirmed. Refer to Civil Engineer (Opal Engineering) Design Review submittal.*
2. Drainage improvements constructed shall be equal to the length of the subject property lines adjacent to any public street or private street. *HPA Response; Confirmed. Refer to Civil Engineer (Opal Engineering) Design Review submittal.*
3. The City Engineer may require additional drainage improvements as necessary, depending on the unique characteristics of a site. *HPA Response; Confirmed. Refer to Civil Engineer (Opal Engineering) Design Review submittal.*
4. Drainage facilities shall be constructed per city standards. *HPA Response; Confirmed. Refer to Civil Engineer (Opal Engineering) Design Review submittal.*

D. Utilities:

1. All utilities necessary for the development shall be improved and installed at the sole expense of the applicant. *HPA Response; Confirmed. Developer will cover the costs of the utility upgrades.*
2. Utilities shall be located underground and above grade utility, power and communication equipment within the development site shall be concealed from public view. *HPA Response; Confirmed. Utilities will be screened from public view.*
3. When extension of utilities is necessary all developers will be required to pay for and install two (2") 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. *HPA Response; Confirmed. This will be handled by the Electrical Engineer at the time of permitting.*



View from Second Street towards Bitterroot Project on the right and Les Saisons building on the left.

E. Compatibility of Design:

1. The project's materials, colors and signing shall be complementary to the townscape, surrounding neighborhoods and adjoining structures. *HPA Response; The exterior palette proposed will be highly complementary to the surrounding built context and also to the natural background of the hills and river front. The palette uses a combination of natural stone and wood.*
2. 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. *HPA Response; No significant landmarks exist on this property that we or the owners are aware of.*
3. 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. *HPA Response; Confirmed. The existing building materials will be either donated to the BCHA or demolished.*

F. Architectural:

1. Building(s) shall provide unobstructed pedestrian access to the nearest sidewalk and the entryway shall be clearly defined. *HPA Response; We are incorporating an entry plaza on the NW corner of the project. This will be a major throughfare to and from the site by pedestrians (owner's and guests).*
2. The building character shall be clearly defined by use of architectural features. *HPA Response; Confirmed.*
3. There shall be continuity of materials, colors and signing within the project. *HPA Response; We propose using natural materials and colors through the project to keep a consistent aesthetic.*
4. Accessory structures, fences, walls, and landscape features within the project shall match or complement the principal building. *HPA Response; Confirmed. Fence along North and East property line will match the wood materials used in the accents of the proposed exterior elevations.*
5. Building walls shall provide undulation/relief, thus reducing the appearance of bulk and flatness. *HPA Response; Confirmed. Currently the design on the ground floor level has undulation to highlight the main access points for pedestrian access into the project. On the upper floors the plan undulates through the use of eroded decks along the major street facades. The topography along the East diagonal of the site creates undulation along the building to footprint to match existing topography.*
6. Building(s) shall orient towards their primary street frontage. *HPA Response; Confirmed. The current design orients the main building towards each of the street frontages. The longest building dimension is on Spruce Street, where the two major building entrances (Pedestrian and Vehicular) are located with a secondary access point located on the SW corner of the project.*
7. Garbage storage areas and satellite receivers shall be screened from public view and located off alleys. *HPA Response; "Will Serve" letter on the below grade garbage storage area is included in Design Review submittal. We propose to have bi-weekly pickups, and property managers will move the garbage receptacles to the sidewalk. There is no alleyway on this site.*
8. 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. *HPA Response; All upper roofs will have snow retention bars to eliminate sliding snow. The upper roof along Spruce Street is stepped back. If snow were to slide over the snow retention, this would fall onto the 2nd floor decks below. The gable direction at the main entry point into the project is sloped in such a way as to not to dump sliding snow onto the plaza area.*

G. Circulation Design:

1. Pedestrian, equestrian, and bicycle access shall be located to connect with existing and anticipated easements and pathways. *HPA Response; Confirmed. There is an existing concrete sidewalk on the Spruce Street side of the project. This will be upgraded with a radiant / snowmelt system and will be designed to city standard widths (8').*
2. Awnings extending over public sidewalks shall extend five (5') feet or more across the public sidewalk but shall not extend within two (2') feet of parking or travel lanes within the right of way. *HPA Response; Confirmed. Currently no awnings along the Spruce Street façade are proposed.*
3. 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. *Confirmed. Refer to response #4.*

4. Curb cuts and driveway entrances shall be no closer than twenty (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. *HPA Response; Confirmed. All vehicle access to the site will be from Spruce Street. There is no alleyway adjacent to this site. Currently we are proposing to use the South existing curb cut that is in current use on the site. This is 30'-6" form the SW property corner. Refer to traffic study images that illustrate the visual sighting coming into the site and leaving.*

5. Unobstructed access shall be provided for emergency vehicles, snowplows, garbage trucks and similar service vehicles to all necessary locations within the proposed project. *HPA Response; Confirmed.*

H. Snow Storage:

1. Snow storage areas shall not be less than thirty percent (30%) of the improved parking and pedestrian circulation areas. *HPA Response; Confirmed. See below #4 response.*

2. Snow storage areas shall be provided on-site. *HPA Response; Confirmed. See below #4 response.*

3. A designated snow storage area shall not have any dimension less than five (5') feet and shall be a minimum of twenty-five (25) square feet. *HPA Response; Confirmed. See below #4 response.*

4. In lieu of providing snow storage areas, snow melt and hauling of snow may be allowed. *HPA Response; Confirmed. The applicant will provide snowmelt/radiant system for the hard surfaces at the ground level that are exposed.*

I. Landscaping:

1. Landscaping is required for all projects. *HPA Response; Confirmed. We are proposing to have a series of landscape trees and planter beds along Spruce Street. Planters and trees will also be located in the plaza. This proposed plan will be completed by a licensed Landscape Architect (NC Consulting).*

2. 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. *HPA Response; Confirmed. See response #1.*

3. All plant species shall be drought tolerant. Native species are recommended but not required. *HPA Response; Confirmed. Plant species are listed in the final Design Review submittal prepared by a licensed Landscape Architect (NC Consulting).*

4. 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. *HPA Response; Confirmed. See response #1.*

J. Public Amenities:

1. 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 be approved by the Public Works Director prior to design review approval from the Commission. *HPA Response; Confirmed. We are proposing a bench along Spruce Street in front of the amenity space arcade. Several benches are proposed in the plaza area as well.*

17.96.070: COMMUNITY CORE (CC) PROJECTS

In addition to the requirements of section 17.96.060, unless otherwise specified, the below standards apply to projects in the Community Core district.

A. Streets:

1. Street trees, streetlights, street furnishings, and all other street improvements shall be installed or constructed as determined by the Public Works Department. *HPA Response; Confirmed.*

2. Street trees with a minimum caliper size of three inches (3"), shall be placed in tree grates. *HPA Response; NA No trees in the city ROW are proposed.*

3. Due to site constraints, the requirements of this subsection A may be modified by the Public Works Department.

B. Architectural:

1. Facades facing a street or alley or located more than five (5') 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 façade. *HPA Response; Confirmed.*

2. 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. *HPA Response; Confirmed.*

3. For nonresidential portions of buildings, front facades shall be designed to not obscure views into windows. *HPA Response; Confirmed.*

4. Roofing forms and materials shall be compatible with the overall style and character of the structure. Reflective materials are prohibited. *HPA Response; Confirmed. We propose the use of gabled roof elements that compliment the overall style of the design. Roofing materials will be standing seam metal and will be matte in finish and non-reflective.*

5. All pitched roofs shall be designed to sufficiently hold all snow with snow clips, gutters and downspouts. *HPA Response; Confirmed. All gabled roofs will incorporate snow clips, gutters and downspouts where necessary.*

6. Roof overhangs shall not extend more than three (3') feet over a public sidewalk. Roof overhangs that extend over the public sidewalk shall be approved by the Public Works Director. *HPA Response; No Overhangs are proposed into the city ROW.*

7. 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. *HPA Response; Proposed design do not include the listed above items.*

C. Service Areas and Mechanical/Electrical Equipment:

1. 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. *HPA Response; Confirmed. "Will Serve" letter for the below grade garbage storage area is included in Design Review submittal. We propose having bi-weekly pickups, and property managers will move the garbage receptacles to the sidewalk. There is no alleyway on this site, so Spruce Street will be the primary pickup point for trash.*

2. Roof and ground mounted mechanical and electrical equipment shall be fully screened from public view. Screening shall be compatible with the overall building design. *HPA Response; Confirmed. We are proposing a 3'-0" perforated metal screening around the major mechanical areas at the ground and roof levels. This metal will complement the metal used in the building design.*

D. Landscaping:

1. 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. *HPA Response; Confirmed. We will work with a city Aborist to determine which trees to (if any) to be removed. We propose to replace trees where the city advises to do so and their preferred tree species. We propose to maintain a majority of the mature growth on the sloped section of the site down to trail creek.*

2. Trees that are placed within a courtyard, plaza or pedestrian walkway shall be placed within tree wells that are covered by tree grates. *HPA Response; NA, planter boxes are proposed in the plaza area with low growing plant material.*

3. The city arborist shall approve all parking lot and replacement trees. *HPA Response; Confirmed. We will rely on the report from the city arborist for final replacement numbers, species types and location.*

E. Surface Parking Lots:

1. Surface parking lots shall be accessed from off the alley and shall be fully screened from the street. *HPA Response; Confirmed. No surface parking is proposed in this design. Below grade parking only.*

2. Surface parking lots shall incorporate at least one (1) tree and one (1) additional tree per ten (10) onsite 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. *HPA Response; Confirmed. No surface parking is proposed in this design.*

3. 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. *HPA Response; Confirmed. We are proposing to have a series of landscape trees and planter beds along Spruce Street. Planters and trees will also be located in the plaza. This proposed plan will be completed by a licensed Landscape Architect (NC Consulting).*

F. Bicycle Parking:

1. One (1) bicycle rack, able to accommodate at least two (2) bicycles, shall be provided for every four (4) parking spaces as required by the proposed use. At a minimum, one (1) bicycle rack shall be required per development on private property. Bike racks shall not be located in the public right-or-way. *HPA Response; Confirmed. We propose a bike rack at each of the main entrances along Spruce Street and within the plaza area.*

2. 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 (1/2) shall be adjusted to the next highest whole number. *HPA Response; Confirmed. 8 parking spaces are required, and two bike racks are proposed per the above listed requirement.*

3. Bicycle racks shall be clearly visible from the building entrance they serve and not mounted less that fifty (50') feet from said entrance or as close as the nearest non-ADA parking space, whichever is closest. *HPA Response; Confirmed. We propose a bike rack at each of the main entrances along Spruce Street, and within the plaza area which serves as the main entry into the residential component of the project.*

We hope this answers any questions you have about the concept design and how we have used the City design guidelines to influence the proposed project. Please let us know if you have additional questions and we can answer them during the design review meeting.

Thank you.

Sincerely,



Daniel Hollis, Principal

City of SUN VALLEY

March 3rd, 2026

Daniel Hollis
Hollis Partners Architects
200 River Street
Ketchum, ID 83340

Re: Materials staging and landscaping in Sun Valley – 200 N. Spruce (BITTEROOT SQUARE CONDOS UNIT 1 THRU 9, Blaine County parcel ID #RPK07280000010)

Daniel,

Thank you for the opportunity to review the proposed Construction Management Plan for 200 N. Spruce, which includes temporary construction staging on the approximately 2,000 sq. ft. area that the City of Sun Valley confirmed in 2025 is within Sun Valley city limits.

I have not been able to locate a historical zoning map that recognizes the Sun Valley portion of the lot as being within Sun Valley city limits. As such, the Community Development Department can work with you and the property owner on a Zoning Map Amendment to assign a zoning district to the Sun Valley portion of the parcel. An Administrative Design Review application, or Design Review application (depending on the proposed zoning district), for the proposed construction staging use and follow-up landscape restoration and installation of outdoor amenities can be applied for concurrently.

Temporary construction staging for the duration of construction of a new building to be constructed upon the Ketchum portion of the parcel, and site restoration/landscaping/amenities, is consistent with Sun Valley zoning districts such as RM-2 (Multiple-Family Dwelling) and CC (Commercial Center).

If you have any questions, please feel free to reach out to discuss.

Regards,

Brittany Skelton

Brittany Skelton
Community Development Director
City of Sun Valley

Attachment C

Condominium Subdivision Preliminary Plat

A PRELIMINARY PLAT SHOWING

THE BITTERROOT CONDOMINIUMS

WHEREIN BITTERROOT SQUARE CONDOMINIUMS ARE VACATED AND THE BITTERROOT CONDOMINIUMS ARE CREATED AS SHOWN HEREON
LOCATED WITHIN SECTION 18, T.4 N., R.18 E., B.M., CITY OF KETCHUM, BLAINE COUNTY, IDAHO

MARCH 2026

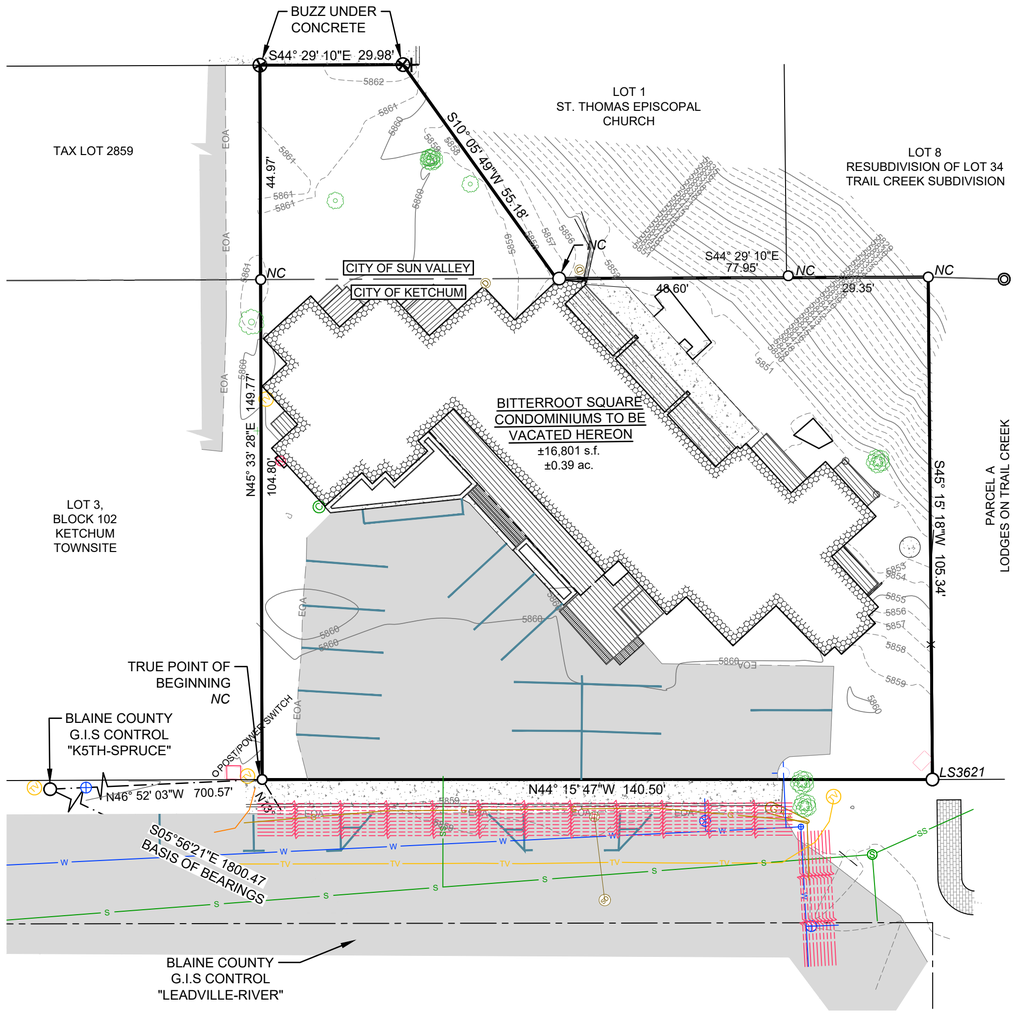
N

SCALE: 1" = 20'

0 20 40 Feet

SURVEY NARRATIVE & NOTES

1. The purpose of this survey is to show the monuments found during the boundary retracement of Bitterroot Square and condominiumize the property as shown hereon. The boundary shown is based on found monuments and the Final Plat showing Bitterroot Square, Instrument Number 215265, records of Blaine County, Idaho. All found monuments have been accepted.
2. The distances shown are measured. Refer to the above referenced documents for the previous record data.
3. Unless otherwise shown, this survey does not claim to reflect any of the following, which may be applicable to the subject real property, including but not limited to; Building Setbacks, Ditches, Easements, Encroachments, Natural Hazards, Covenants, Conditions, and Restrictions, Subdivision Restrictions, Wetlands, Zoning or any other Land Use Regulation.
4. The owner/subdivider is Sundance R3 Devco, LLC, PO Box 5023, Ketchum, ID 83340. The surveyor/representative is Mark Phillips, Phillips Land Surveying, PLLC, 941 Cherry Creek Drive, Hailey, ID 83333.
5. The current zoning is Community Core (CC). Refer to the City of Ketchum Zoning Ordinance for more specific information about these zone.
6. In interpreting the Declaration, Plat or Plats, and Deeds, the existing physical boundaries of the unit as originally constructed, or reconstructed in lieu thereof, shall be conclusively presumed to be its boundaries rather than the metes and bounds expressed or depicted in the declaration, plat or plats, and/or deeds, regardless of settling or lateral movement of the building and regardless of minor variances between boundaries shown in the declaration, plat or plats, and/or deeds, and the actual boundaries of the units in the buildings.
7. Dimensions shown hereon will be subject to slight variations owing to normal construction tolerances.
8. A Lot Book Guarantee for the subject property has been issued by Stewart Title Guaranty Company, File Number 2526012, with a Commitment Date of September 9, 2025. Certain information contained in said title policy may not appear on this map or may affect items shown hereon. It is the responsibility of the owner or agent to review said title policy. Some of the encumbrances and easements listed in the title report are NOT plotted hereon. Review of specific documents is required, if further information is desired.
9. Horizontal or sloping planes shown hereon are top of finished floor and bottom of finished ceiling: vertical planes are finished surfaces of interior walls. Some structural members extend into units and limited common areas.
10. Property shown hereon is subject to terms, provisions, covenants, conditions, and restrictions, easements, charges, assessments, and liens provided by applicable Condominium Law or the Condominium Declaration recorded under Instrument Number _____, records of Blaine County, Idaho. Consult the Condominium Declarations for the definition of Common and Limited Common Area.



LEGEND

EXISTING ITEMS

- Property Line
- Adjoiner's Lot Line
- Centerline of Right of Way
- City Limits Line
- Covered Walkway
- Existing Structure
- Wood Deck
- Metal Grate Step
- EOA = Edge of Asphalt
- Asphalt
- Pavers
- Concrete
- 1' Contour Interval
- 5' Contour Interval
- Paint Striping
- Wall Line
- FNC = Fence Line
- Wood Planter Line
- Buried Power Line
- W = Water line per City of Ketchum Map
- SD = Stormdrain Line
- S = Sewermain Line per City of Ketchum Map
- SS = Sewer Service Line per City of Ketchum Map
- T = Buried Telephone Line
- TV = Buried Cable Television Line
- G = Gas Line
- Survey Control
- Found 1/2" Rebar
- Found 5/8" Rebar
- Found Iron Pipe
- Buzz Under Concrete
- SGN = Sign
- SGN = Sign
- PB = PBOX = Power Box
- PH = PHBOX = Telephone Riser
- GMKR = Gas Marker
- WV = Water Valve
- FH = Fire Hydrant
- CB = Catch Basin
- DWELL LDSCP = Landscape Drywell
- SD = SDMH = Stormdrain Manhole
- TV = TVBOX = Cable Television Riser
- SCO = Sewer Cleanout
- S = SMH = Sewer Manhole
- CT = Coniferous Tree
- DT = Deciduous Tree
- DT CLUSTER = Deciduous Cluster
- NC = No Cap

SEE SHEET 2 FOR PROPOSED SITE IMPROVEMENTS
SEE SHEETS 3, 4, 5, & 6 FOR SPECIFIC UNIT INFORMATION

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

PROFESSIONAL LAND SURVEYOR LICENSED 16670 STATE OF IDAHO MARK E. PHILLIPS

PRELIMINARY

MARK E. PHILLIPS,
P.L.S. 16670

THE BITTERROOT CONDOMINIUMS

PHILLIPS LAND SURVEYING, PLLC
HAILEY, IDAHO

1 OF 7
PROJECT: 2023-77

A PRELIMINARY PLAT SHOWING

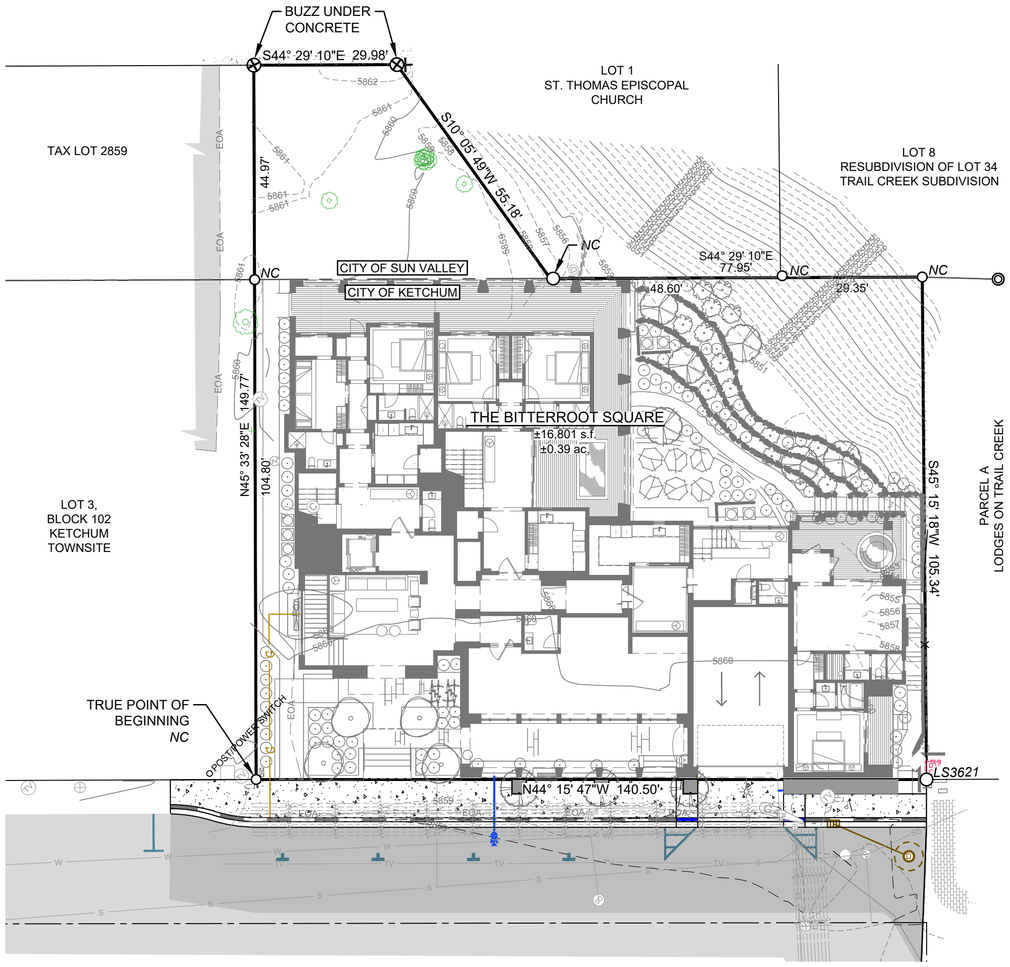
THE BITTERROOT CONDOMINIUMS

MARCH 2026

N

SCALE: 1" = 20'

0 20 40 Feet



LEGEND

PROPOSED ITEMS

- Asphalt
- Heated Concrete
- Concrete 6" Rolled Curb & Gutter
- Curb Transition
- Zero Reveal Curb & Gutter
- Catch Basin
- Storm Drain
- Drywell
- Water Service
- Mountain Hydrant
- Gas Service
- Power Transformer
- Road Striping
- Tree Well, See Landscape Plan

PROFESSIONAL LAND SURVEYOR LICENSED 16670 STATE OF IDAHO MARK E. PHILLIPS

PRELIMINARY

MARK E. PHILLIPS,
P.L.S. 16670

SEE SHEET 1 FOR LEGEND OF EXISTING ITEMS
SEE SHEET 1 FOR SURVEY NARRATIVE & NOTES
SEE SHEETS 3, 4, 5, & 6 FOR SPECIFIC UNIT INFORMATION

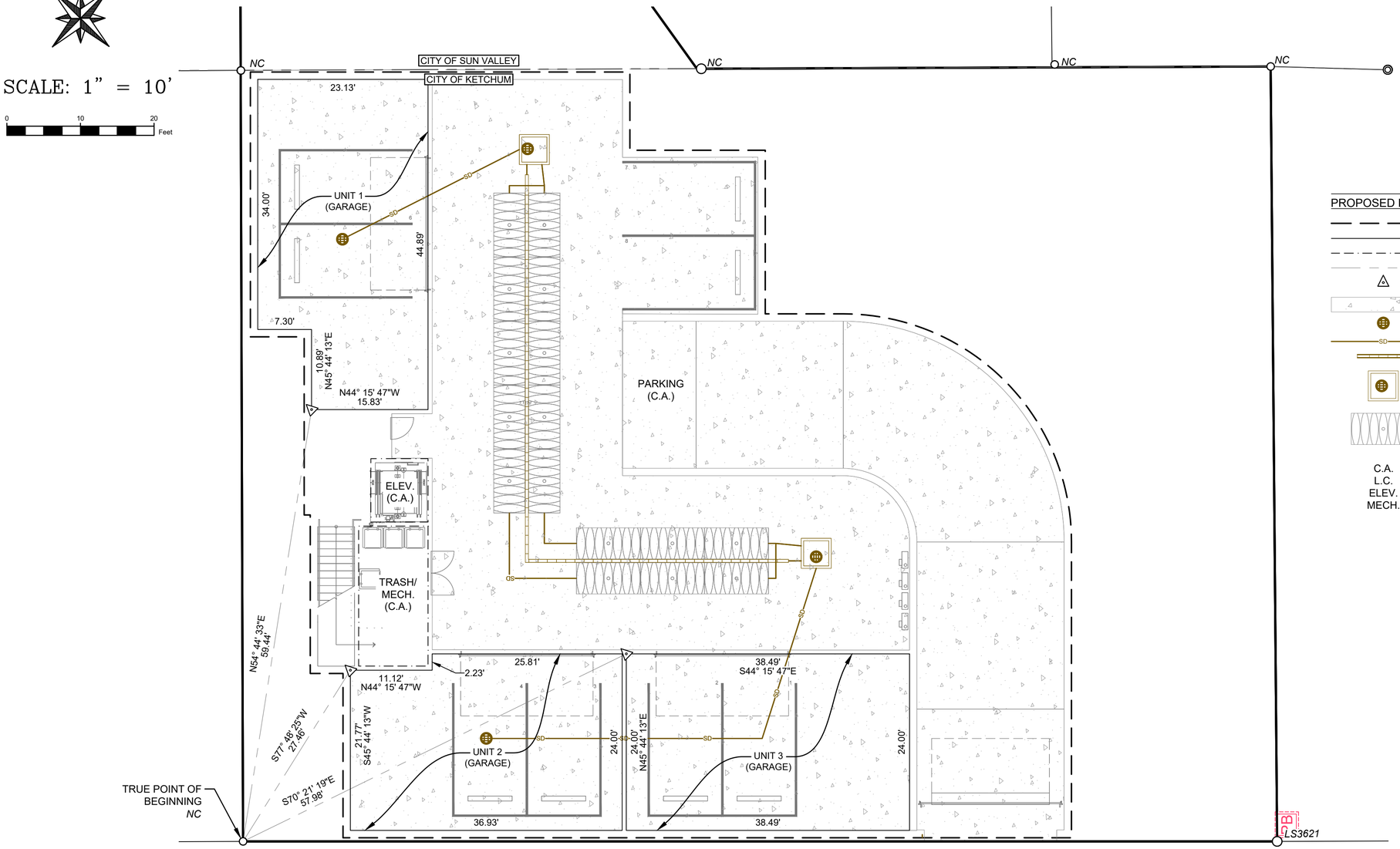
A PRELIMINARY PLAT SHOWING

THE BITTERROOT CONDOMINIUMS

MARCH 2026

SCALE: 1" = 10'

0 10 20 Feet



LEGEND

PROPOSED ITEMS

- Exterior Building Line
- Unit Line
- Common Area as Shown
- Unit Tie Line
- Calculated Point, Nothing Set
- Heated Concrete
- Catch Basin
- Storm Drain
- NDS Speed-D Channel
- Concrete Sand & Grease Trap
- 16 DC-780 Stormtech Chambers

C.A.	Common Area
L.C.	Limited Common Area
ELEV.	Elevator
MECH.	Mechanical Room

PROFESSIONAL LAND SURVEYOR LICENSED 16670 STATE OF IDAHO MARK E. PHILLIPS

PRELIMINARY

MARK E. PHILLIPS,
P.L.S. 16670

BASEMENT
FLOOR ELEVATION = 5851.0'
CEILING ELEVATION = 5860.0'

SEE SHEET 1 FOR LEGEND OF EXISTING ITEMS
SEE SHEET 1 FOR SURVEY NARRATIVE & NOTES
SEE SHEETS 3, 4, 5, & 6 FOR SPECIFIC UNIT INFORMATION

THE BITTERROOT CONDOMINIUMS

PHILLIPS LAND SURVEYING, PLLC
HAILEY, IDAHO

3 OF 7
PROJECT: 2023-77

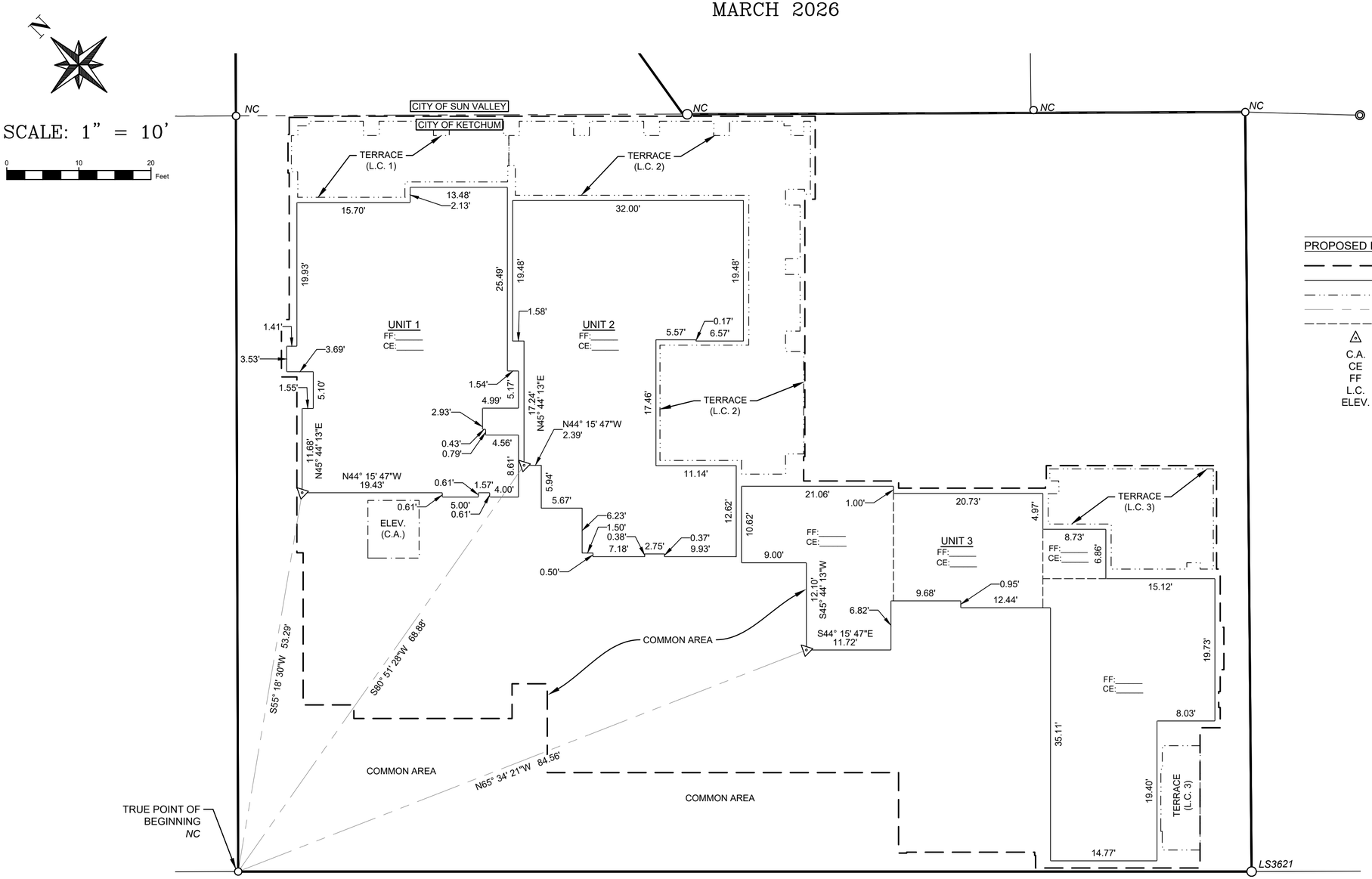
A PRELIMINARY PLAT SHOWING

THE BITTERROOT CONDOMINIUMS

MARCH 2026

SCALE: 1" = 10'

0 10 20 Feet



LEGEND

PROPOSED ITEMS

- Exterior Building Line
- Unit Line
- Limited Common Area as Shown
- Unit Tie Line
- Finish Floor Elevation Change
- Calculated Point, Nothing Set

C.A.	Common Area
CE	Ceiling Elevation
FF	Finish Floor
L.C.	Limited Common Area
ELEV.	Elevator

FIRST FLOOR (MAIN LEVEL)

SEE SHEET 1 FOR LEGEND OF EXISTING ITEMS
SEE SHEET 1 FOR SURVEY NARRATIVE & NOTES
SEE SHEETS 3, 4, 5, & 6 FOR SPECIFIC UNIT INFORMATION

PROFESSIONAL LAND SURVEYOR LICENSED 16670 STATE OF IDAHO MARK E. PHILLIPS

PRELIMINARY

MARK E. PHILLIPS,
P.L.S. 16670

THE BITTERROOT CONDOMINIUMS

PHILLIPS LAND SURVEYING, PLLC
HAILEY, IDAHO

4 OF 7
PROJECT: 2023-77

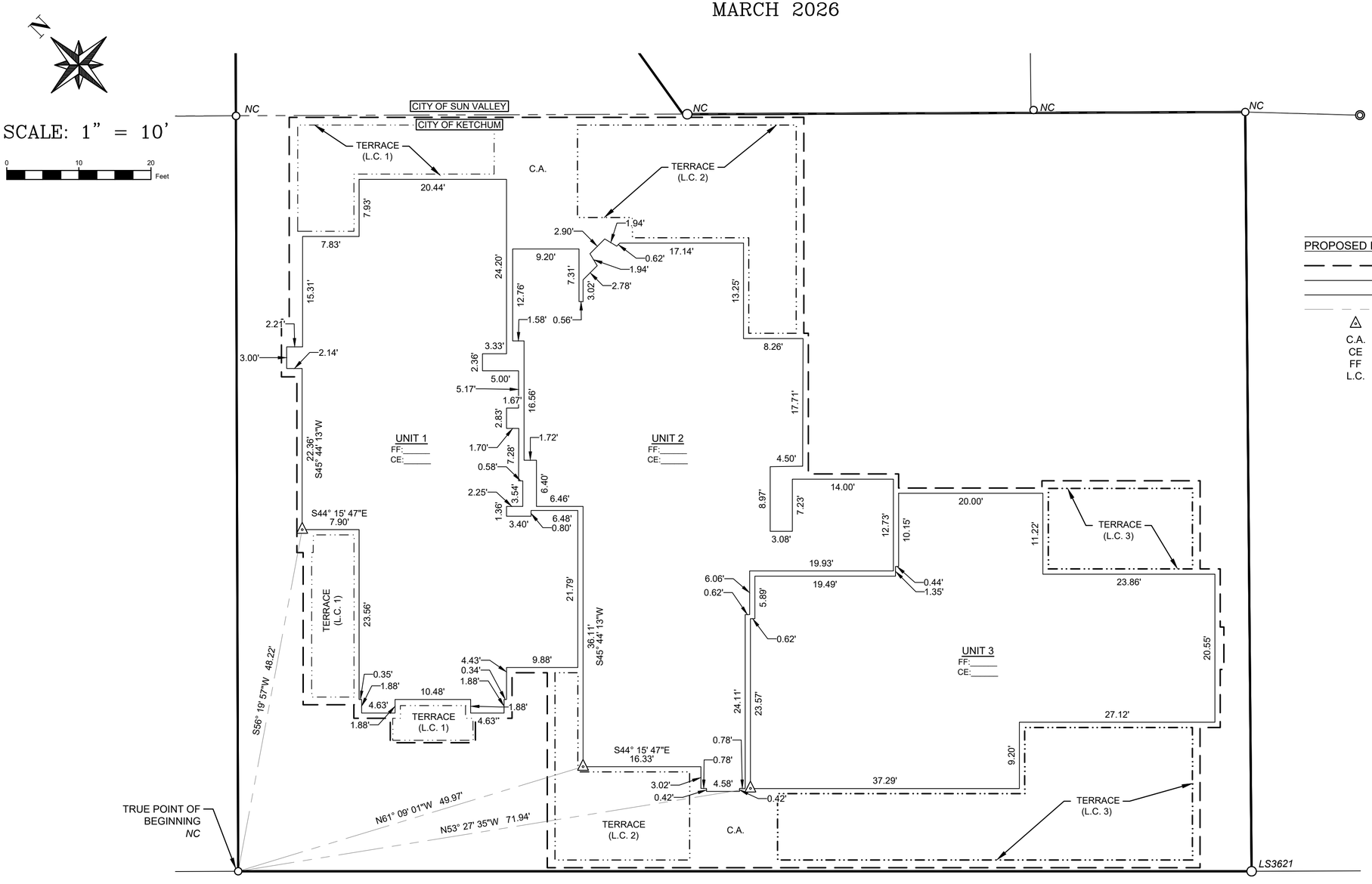
A PRELIMINARY PLAT SHOWING

THE BITTERROOT CONDOMINIUMS

MARCH 2026

SCALE: 1" = 10'

0 10 20 Feet



LEGEND

PROPOSED ITEMS

- Exterior Building Line
- Unit Line
- Limited Common Area as Shown
- Unit Tie Line
- Calculated Point, Nothing Set

C.A.	Common Area
CE	Ceiling Elevation
FF	Finish Floor
L.C.	Limited Common Area

PROFESSIONAL LAND SURVEYOR LICENSED 16670 STATE OF IDAHO MARK E. PHILLIPS

PRELIMINARY

MARK E. PHILLIPS,
P.L.S. 16670

SECOND FLOOR

SEE SHEET 1 FOR LEGEND OF EXISTING ITEMS
SEE SHEET 1 FOR SURVEY NARRATIVE & NOTES
SEE SHEETS 3, 4, 5, & 6 FOR SPECIFIC UNIT INFORMATION

THE BITTERROOT CONDOMINIUMS

PHILLIPS LAND SURVEYING, PLLC
HAILEY, IDAHO

5 OF 7
PROJECT: 2023-77

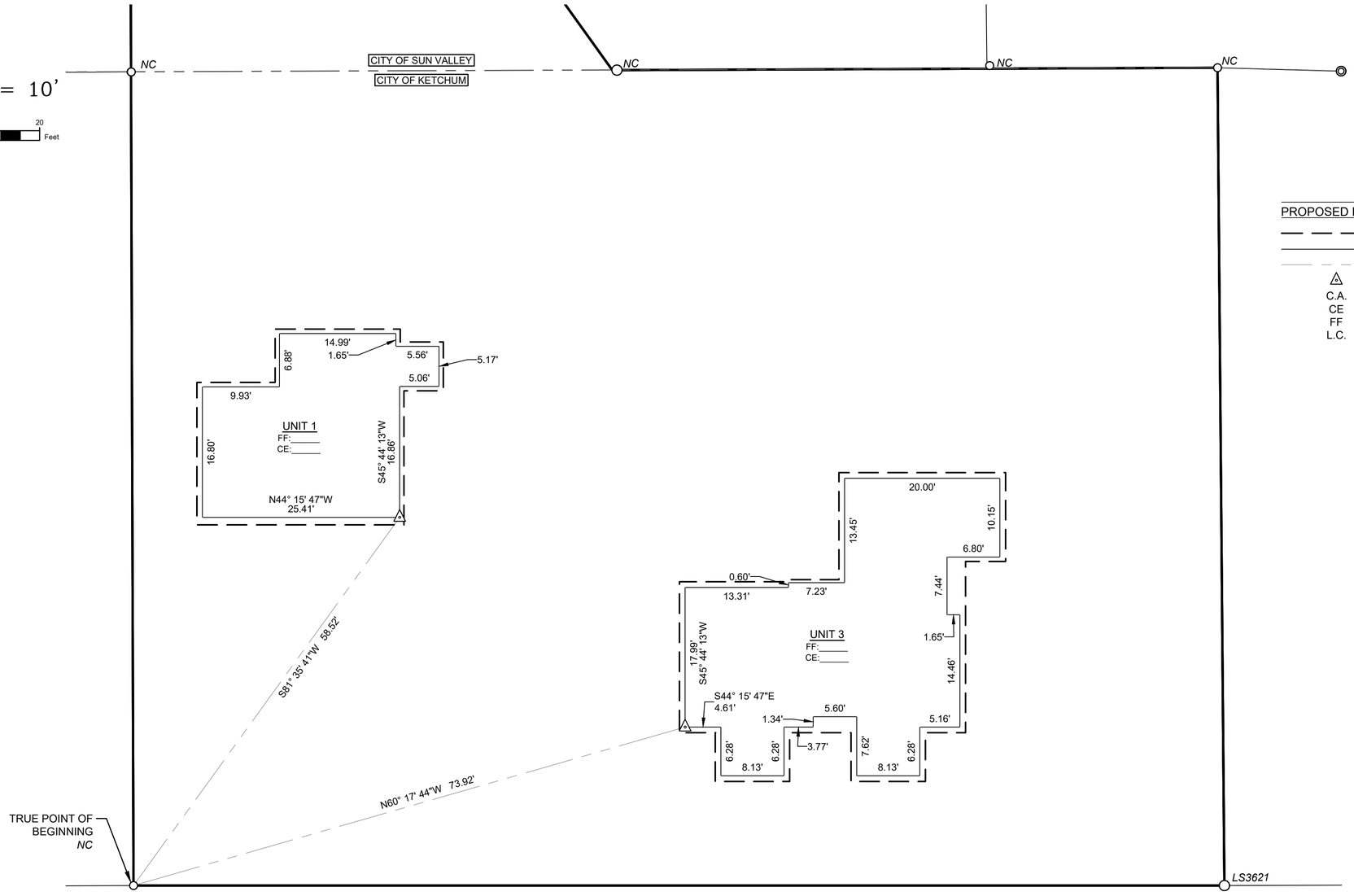
A PRELIMINARY PLAT SHOWING

THE BITTERROOT CONDOMINIUMS

MARCH 2026

SCALE: 1" = 10'

0 10 20 Feet



LEGEND

PROPOSED ITEMS

— — — —	Exterior Building Line
———	Unit Line
———	Unit Tie Line
△	Calculated Point, Nothing Set
C.A.	Common Area
CE	Ceiling Elevation
FF	Finish Floor
L.C.	Limited Common Area

THIRD FLOOR

SEE SHEET 1 FOR LEGEND OF EXISTING ITEMS
SEE SHEET 1 FOR SURVEY NARRATIVE & NOTES
SEE SHEETS 3, 4, 5, & 6 FOR SPECIFIC UNIT INFORMATION

PROFESSIONAL LAND SURVEYOR LICENSED 16670 STATE OF IDAHO MARK E. PHILLIPS

PRELIMINARY

MARK E. PHILLIPS,
P.L.S. 16670

THE BITTERROOT CONDOMINIUMS

PHILLIPS LAND SURVEYING, PLLC
HAILEY, IDAHO

6 OF 7
PROJECT: 2023-77

IT 3

CERTIFICATE OF OWNERSHIP

This is to certify that the undersigned are the owners in fee simple of the following described parcels of land:
Parcels of land located within Section 18, T.4N., R.18E., B.M., City of Ketchum, Blaine County, Idaho, more particularly described as follows:

CONDOMINIUM UNITS 1, 2, 3, 4, 5, 6, 7, 8 AND 9 AS SHOWN ON THE CONDOMINIUMS MAP OF BITTERROOT SQUARE, RECORDED AS INSTRUMENT NUMBER 215265 AND ADDENDUMS RECORDED AS INSTRUMENT NUMBER 222437 AND 224013 AND AS DEFINED AND DESCRIBED IN THE CONDOMINIUM DECLARATION FOR BITTERROOT SQUARE OWNER'S ASSOCIATION, RECORDED AS INSTRUMENT NUMBER 215264 AND RECORDED AS INSTRUMENT NUMBER 224014, RECORD OF BLAINE COUNTY, IDAHO.

The easements indicated hereon are not dedicated to the public, but the right to use said easements is hereby reserved for the public utilities and for any other uses indicated hereon and no permanent structures are to be erected within the lines of said easements. We do hereby certify that all lots in this plat will be eligible to receive water services from and existing water distribution system and that the existing water distribution system and that the water distribution system has agreed in writing to serve all of the lots shown within this plat.

It is the intent of the owners to hereby include said land in this plat.

_____

SUNDANCE R3 DEVCO LLC, AN IDAHO LIMITED LIABILITY COMPANY
BY: REID SANDBORN

ACKNOWLEDGMENT

STATE OF _____
COUNTY OF _____ } ss

On this ____ day of _____, 2026, before me, a Notary Public in and for said State, personally appeared Reid Sanborn, Authorized Signatory for Sundance R3 Devco LLC, known or identified to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that they executed the same on behalf of said Limited Liability Company.

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 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

PRELIMINARY

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
Blaine County Surveyor

_____
Date

KETCHUM CITY COUNCIL CERTIFICATE

I, the undersigned, City Clerk, in and for the City of Ketchum, Blaine County, Idaho, do hereby certify that at a regular meeting of the City Council held on the _____day of _____, 2026, this plat was duly accepted and approved.

_____
Trent Dona, City Clerk, City of Ketchum

CITY ENGINEER CERTIFICATE

I, the undersigned, City Engineer in and for the City of Ketchum, Blaine County, Idaho do hereby approve this plat on this _____ day of _____, 2026, and certify that it is in accordance with the City of Ketchum Subdivision ordinance.

_____
Robyn Mattison, City Engineer, City of Ketchum

CITY PLANNER CERTIFICATE

I, the undersigned, Planner in and for the City of Ketchum, Blaine County, Idaho, do hereby approve this plat on this ____ day of _____, 2026, and certify that it is in accordance with the City of Ketchum subdivision ordinance.

_____
[TBD], City of Ketchum

BLAINE COUNTY TREASURER'S APPROVAL

I, the undersigned County Treasurer in and for Blaine County Treasurer in and for Blaine County, State of Idaho per 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

THE BITTERROOT CONDOMINIUMS

PHILLIPS LAND SURVEYING, PLLC
HAILEY, IDAHO

7 OF 7
PROJECT: 2023-77

Attachment D

Condominium Subdivision

Preliminary Plat

Supplemental Materials

Instrument # 702775
HAILEY, BLAINE, IDAHO
10-11-2023 3:40:27 PM No. of Pages: 3
Recorded for: TITLEONE - TWIN FALLS
STEPHEN MCDOUGALL GRAHAM Fee: $15.00
Ex-Officio Recorder Deputy: JG
Electronically Recorded by Simplifile

Sun Valley Title
A TitleOne Company

Order Number: 23483594

Warranty Deed

For value received,

Bitterroot Square Associates, an Idaho limited partnership

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

Sundance R3 Devco LLC, an Idaho limited liability company

whose current address is PO Box 5023, KETCHUM ID 83340

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

See Exhibit A, attached hereto and incorporated herein.

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

Remainder of page intentionally left blank.

Dated: October 5, 2023

Bitterroot Square Associates, an Idaho limited partnership

By: E.M. Caplow & Associates, a California corporation, its General Partner

By: Mark Caplow, President

State of California, County of Los Angeles, ss.

On this 9th day of October in the year of 2023, before me, the undersigned, a Notary Public in and for said State, personally appeared Mark Caplow known or identified to me to be the President of E.M. Caplow & Associates, a California corporation, general partner of Bitterroot Square Associates, the limited liability partnership that executed the instrument or the person who executed the instrument on behalf of said limited liability partnership, and acknowledged to me that such limited liability partnership executed the same.

Notary Public
Residing In: Los Angeles
My Commission Expires: 01/26/2026
(seal)

LORENZO JOLON
Notary Public - California
Los Angeles County
Commission # 2391793
My Comm. Expires Jan 26, 2026

EXHIBIT A
LEGAL DESCRIPTION OF THE PREMISES

Condominium Units 1, 2, 3, 4, 5, 6, 7, 8 and 9 of BITTERROOT SQUARE, BLAINE COUNTY, IDAHO, according to the official plat thereof, recorded as Instrument No. 215265, and amended by Instrument No. 224013, records of Blaine County, Idaho, and as defined and described in the Condominium Declaration for Bitterroot Square Owners' Association, recorded as Instrument No. 215264, and re-recorded as Instrument No. 224013, records of Blaine County, Idaho.

Lot Book Report – Full Search

File No.: 900966
Reference No.:

1. Effective Date: March 9, 2026 7:00AM

2. The estate or interest in the land described or referred to in this Lot Book Report is:

   FEE SIMPLE

3. Title to the estate or interest in the land is at the Effective Date vested in:

   Sundance R3 Devco LLC, an Idaho limited liability company

4. The land referred to in this Lot Book Report is described as follows:

   Condominium Units 1, 2, 3, 4, 5, 6, 7, 8 and 9 of BITTERROOT SQUARE, BLAINE COUNTY, IDAHO, according to the official plat thereof, filed as Instrument No. 215265 and amended by Instrument No. 224013, records of Blaine County, Idaho, and as defined and described in the Condominium Declaration for Bitterroot Square Owners' Association, recorded as Instrument No. 215264, and re-recorded as Instrument No. 224013, records of Blaine County, Idaho.

File No.: 900966 Reference No.:

Special Exceptions:

1. First/Second Subsequent tax for the year 2025 are paid.
   Parcel No.: RPK07280000010
   Amount: $10,907.20

2. Reservations in United States Patent or State Deeds.

3. Water rights, claims or title to water, whether or not the matters are shown by the public records.

4. Rights of way for ditches, tunnels and telephone and transmission lines constructed by Authority of the United States, as granted to the United States under the provisions of Section 58-604 Idaho Code 1947.

5. Sewer charges and special assessments, if any, for the City of Ketchum.
   No search made.

6. Covenants, conditions, restrictions and easements as set forth on the plat.
   Name of Plat: Ketchum Townsite

7. Covenants, conditions, restrictions and easements as set forth on the plat.
   Name of Plat: Bitterroot Square and Revision

8. Liens, dues and/or assessments owing the association herein named which may have heretofore attached pursuant to the terms and provisions of covenants, conditions and restrictions imposed upon said premises.
   Association: Bitterroot Square Owners' Association
   No search made.

9. Terms, provisions, covenants, conditions, definitions, options, obligations, easements, assessments and restrictions contained in a Condominium Declaration for Bitterroot Square Owners' Association.
   Recorded: May 26, 1981
   Instrument No.: 215264

   Re-recorded: February 23, 1982
   Instrument No.: 224014

10. Terms, covenants, conditions and provisions contained in the by-laws and/or articles of incorporation of the hereafter named association.
    Association: Bitterroot Square Owners' Association
    Recorded: May 26, 1984
    Instrument No.: 215294

11. Terms, conditions, and provisions of an Agreement:
    Between: Bitterroot Square Associates, an Idaho limited partnership and Cheryl Hymas and Jo Heiss
    Recorded: January 25, 1985
    Instrument No.: 259909

    End of Exceptions

No liability beyond the amount paid for this report is assumed hereunder, and Pioneer Title is not responsible beyond the amount paid for any errors and omissions contained herein. If you wish additional assurances, please contact Pioneer Title for further information as to the availability and cost of additional protection.

by: 
Nick Busdon

ARTICLES OF INCORPORATION
OF
THE BITTERROOT OWNERS ASSOCIATION, INC.

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

ARTICLE I
NAME

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

ARTICLE II
TERM

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

ARTICLE III
NONPROFIT

The Association is a nonprofit, membership corporation.

ARTICLE IV
REGISTERED AGENT

Reid Sanborn, whose street address is 131 E Sun Valley Rd, Unit 201, Ketchum, Idaho 83340, is hereby appointed as the initial registered agent of the Association.

ARTICLE V
PURPOSE AND POWERS OF THE ASSOCIATION

The Association is formed to exercise all powers and privileges, and to perform all of the duties and obligations, of the Association pursuant to the Homeowner's Association Act (Idaho Code, Title 55, Chapter 32), and as set forth in the Condominium Declaration for The Bitterroot as set forth as the same shall hereinafter be recorded in the real property records of Blaine County, Idaho, as may be amended from time to time according to its terms (the "**Declaration**"). The Declaration is incorporated by this reference as if fully set forth herein. Capitalized terms used and not defined in these Articles have the meanings set forth in the Declaration. The Association does not contemplate pecuniary gain or profit to the Members. The Association is formed for the purpose of acting as the "management body" of the Project in accordance with the Condominium Act.

ARTICLE VI
MEMBERSHIP & VOTING RIGHTS

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

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

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

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

ARTICLE VII
BOARD OF DIRECTORS

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

Reid Sanborn	131 E Sun Valley Rd, Unit 201 Ketchum, Idaho 83340
Peter Seidner	131 E Sun Valley Rd, Unit 201 Ketchum, ID 83340
John Riley Buck	131 E Sun Valley Rd, Unit 201 Ketchum, Idaho 83340

ARTICLE VIII
BYLAWS

The internal affairs of the Association will be governed as set forth in the bylaws of the Association. The bylaws may be amended or replaced at any regular meeting, or any special meeting of the Association called for that purpose, by (a) the affirmative vote of members holding at least sixty-five percent (65%) of the total voting power of the Association, and (b) the consent of Class B Member during the Initial Development Period.

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ARTICLE IX
DISSOLUTION

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

ARTICLE X
AMENDMENTS

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

ARTICLE XI
INCORPORATOR

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

Reid Sanborn
131 E Sun Valley Rd, Unit 201
Ketchum, Idaho 83340

IN WITNESS WHEREOF, these Articles are executed effective this ___ day of _____, 202_.

_____
Reid Sanborn, Incorporator

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BYLAWS
OF
THE BITTERROOT OWNERS ASSOCIATION, INC

These Bylaws (these "**Bylaws**") of The Bitterroot Owners Association, Inc, an Idaho nonprofit corporation (the "**Association**"), are applicable to the Project as identified in that certain Condominium Declaration for The Residences at One Twenty, to be hereinafter recorded in the real property records of Blaine County, Idaho, as the same may be amended from time-to-time according to its terms (the "**Declaration**"). The Declaration is hereby incorporated herein in its entirety by this reference and made a part of these Bylaws as if set out in full herein, and all capitalized terms not otherwise defined herein will have the meaning set forth in the Declaration. To the extent these Bylaws conflict with the Declaration or the Act, then the Declaration or Act (as applicable) will govern.

ARTICLE 1
MEMBERS

Section 1.1 Membership and Voting. "**Member**" means each Person holding a membership in the Association, including Grantor. Every Owner of a Unit is a Member of the Association and has one (1) membership for each Unit in the Project owned by such Owner. If the Owner of a Unit shall be more than one (1) Person, all such Persons shall have a membership in the Association and be deemed Members, but the voting rights in the Association attributable to that Unit may not be split and shall be exercised by one (1) representative selected by such Persons as they, among themselves, may determine. In the event such Persons are unable to agree among themselves on any matter put to a vote as to how the vote shall be cast, such Persons shall not be entitled to vote on the matter in question. If only one such Person casts a vote, it will thereafter be conclusively presumed for all purposes that such Person was acting with the authority and consent of all other co-Owners of such Unit. To this end, only one (1) vote is allocated to each Unit, regardless of the number of Persons that hold an ownership interest in such Unit. Memberships in the Association shall be appurtenant to the Unit owned by such Owner. The memberships in the Association shall not be transferred, pledged, assigned or alienated in any way except upon the transfer of Owner's title to a Unit and then only to the transferee of such title. Any attempt to make a prohibited membership transfer shall be void and will not be reflected on the books of the Association. The Association shall have two (2) classes of membership as follows:

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

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

County, Idaho, that Grantor no longer wishes to exercise its rights as the Class B Member (as applicable, the "**Class B Member Termination Date**").

Section 1.2 Annual Meetings of Members. The Association will hold an annual meeting of Members at least once each year on such date as the Board may designate. At such meeting, the Members may transact such business as may properly come before them if a quorum is present. Such meeting may be conducted in person or, with the approval of a simple majority of the Members, be conducted through an electronic or hybrid meeting mode.

Section 1.3 Special Meetings. The president, or in the absence of the president, any other officer of the Association, will call a special meeting of the Association as directed at any time by resolution of the Board or upon request of Grantor, or, after the Initial Development Period, upon the Association's receipt, in any twenty-one (21) day period, of signed, written requests from fifty percent (50%) or more of the total voting power of the Association. The notice of all special meetings will be given as provided in Section 1.5 of these Bylaws, and will state the nature of the business to be undertaken. No business will be transacted at a special meeting except as stated in the notice, unless by consent of the Members representing more than fifty percent (50%) of the total voting power in the Association, either in person or by proxy.

Section 1.4 Order of Business. The order of business at all meetings will be as follows: (a) roll call to determine the voting power represented at the meeting; (b) proof of notice of meeting or waiver of notice; (c) reading of minutes of preceding meeting; (d) reports of committees; (e) unfinished business; and (f) new business. In accordance with the Act, the Association must take minutes of all meetings, and the Association must preserve such minutes for a minimum of ten (10) years.

Section 1.5 Place of Meetings. Meetings of the Association will be held in the location designated by the Board, which location will be a suitable place in the Project or close thereto. Such meetings will be conducted in accordance with *Robert's Rules of Order*.

Section 1.6 Notice of Meetings. Notice of annual or special meetings of the Association will be delivered, mailed or emailed to all Members, and will be given not less than ten (10) days nor more than thirty (30) days prior to the time of said meeting and will set forth the place, date and hour of the meeting, and the nature of the business to be undertaken at any special meeting, by the acting chairman of the previous annual meeting, or, in such person's absence, by the Association's secretary of the previous annual meeting, or, in both persons' absence, by the Members having one-quarter (1/4) of the total voting power in the Association. The mailing of a notice (postage prepaid) or the emailing of a notice in the manner provided in this Section 1.5, is considered notice served. If no address has been furnished to the Association's secretary, notice is deemed to have been given to a Member if posted in a conspicuous place in the Project. Notices are also governed by the provisions of Idaho Code(s) § 30-30-501 and 30-30-505, as those provisions relate to notice of member meetings. The Board may adopt a process for members to choose to receive notice of any Member meeting by electronic means rather than by mail. All dates and information of the notice must remain the same as a mail notice.

Section 1.7 Quorum. Except as otherwise provided in the Condominium Documents, the presence in person or by proxy of the Grantor constitutes a quorum during the Initial Development Period. After the Initial Development Period, the presence in person or by proxy of

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the Members representing thirty percent (30%) or more of the total voting power of the Association constitutes a quorum. The Members present at a duly called or held meeting at which a quorum is present may continue to do business until adjournment, notwithstanding the withdrawal of enough Members to leave less than a quorum. If any meeting cannot be held because a quorum is not present, the Members present may adjourn the meeting to a time not less than ten (10) days nor more than thirty (30) days from the time the original meeting was scheduled, without notice other than announcement at the meeting. At such second meeting, the presence of Members representing no less than fifteen percent (15%) of the quorum required at the preceding meeting constitutes a quorum. Except as otherwise provided herein or in the Declaration, decisions and resolutions of the Association require an affirmative vote of the Members representing a majority of the total voting power present at an annual or special meeting of the Association at which a quorum is present.

Section 1.8 Proxies. Votes may be cast in person or by proxy. Proxies must be in writing and filed with the Association's secretary at least twenty-four (24) hours before the appointed time of each meeting. Every proxy is revocable by the Member who executed the proxy at any time and automatically ceases after completion of the meeting for which the proxy was filed, if filed for a particular meeting. In no event will a proxy be valid after eleven (11) months from the date of its execution.

Section 1.9 Action without Meeting. Any action which may be taken at a meeting of the Association, may be taken without a meeting if authorized in writing signed by all of the Members who would be entitled to vote at a meeting for such purpose, and filed with the Association's secretary. Any action so approved will have the same effect as though taken at a meeting of the Members.

ARTICLE 2
BOARD

Section 2.1 Number and Qualification. The business and affairs of the Association is managed by the Board. The Board consists of not less than three (3) directors and no more than five (5) directors. Directors need not be Owners. During the Initial Development Period, Grantor has the exclusive right to appoint, remove, and replace directors at any time and from time-to-time in Grantor's sole discretion, and to otherwise fill vacancies on the Board as they arise. After the Initial Development Period: (a) the Owners have the right to elect and remove directors as provided in these Bylaws; and (b) any vacancy on the Board shall be filled by a plurality of the votes cast by the remaining Directors through a special election at any meeting of the Board.

Section 2.2 Powers. The Board's power on behalf of and in respect of the Association will be all powers and privileges permitted to be exercised by a Board of a nonprofit corporation under applicable law, subject only to such limitations as are expressly stated in the Condominium Documents and the Condominium Act. The Board will conduct, direct, and exercise full control over all activities of the Association. Unless otherwise provided in the Condominium Documents, any action taken by the Board on behalf of the Association, will be sufficient to bind the Association and will conclusively evidence the authority of the Board with respect thereto. The Board is vested with, and responsible for, the powers and duties identified in the Declaration.

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Section 2.3 Annual Meetings. Annual meetings of the Board may be held without notice, at such times, in such place and at such hour as may be fixed from time to time by resolution of the Board. Should said meeting fall upon a legal holiday, then that meeting will be held at the same time on the next day which is not a legal holiday.

Section 2.4 Special Meetings. Special meetings of the Board may be called by or at the request of the president or any two (2) directors. The person or persons authorized to call special meetings of the Board may fix any place as the place for holding any special meeting of the Board called by them. Whenever any director has been absent from any special meeting of the Board, an entry in the minutes to the effect that notice has been duly given in the manner provided in Section 2.4 will be conclusive and incontrovertible evidence that due notice of such meeting was given to such director, as required by law and as provided herein.

Section 2.5 Meetings Generally. Board meetings must be open to the Members and any representative or agent designated in a signed writing by a Member to represent the Member. An executive session at which Members are excluded may be held upon a majority vote of the Board for the following purposes: (a) to consider matters of personnel, hiring, bid review, or contract negotiation; (b) to consider records that are not subject to disclosure under Idaho Code § 30-30-1102; (c) to consult with an attorney for the purpose of obtaining legal advice (the mere presence of legal counsel at a board meeting shall not justify entering into executive session); (d) to discuss ongoing or potential litigation, mediation, arbitration, or administrative proceedings; or (e) to discuss sensitive matters related to an individual member's property or assessments, such as violations or delinquent assessments. In accordance with the Act, the Board must take minutes from all meetings, and preserve such minutes for a minimum of ten (10) years.

Section 2.6 Notice. Notice of any special meetings of the Board will be hand delivered, mailed, or emailed to all directors at least three (3) days previous thereto and will set forth the place, date and hour of the meeting, and the nature of the business to be undertaken. Notice shall be deemed received upon hand delivery or refusal to accept hand delivery, two (2) days after deposit in a regular depository of the United States mail with postage prepaid, or when sent if sent by email, unless the sender learns that the recipient did not receive the email. Notwithstanding the foregoing, actual notice however and from whomever received shall always be effective.

Section 2.7 Waiver of Notice. Before or at any meeting of the Board, any director may in writing waive notice of such meeting and such waiver will be deemed equivalent to the giving of such notice. Attendance by a director at any meeting of the Board will be waiver of notice by that director of the time and place thereof. If all directors are present at any meeting of the Board, no notice will be required and any business may be transacted at such meeting. The transactions of any meeting of the Board, however called and noticed or wherever held, will be as valid as though transacted at a meeting duly held after regular call and notice, if a quorum be present, and if, either before or after the meeting, each of the directors not present signs such a written waiver of notice, a consent to holding such meeting, or an approval of the minutes thereof. All such waivers, consents, and approvals will be filed with the records of the Association or made a part of the minutes of the meeting.

Section 2.8 Quorum. A majority of the number of directors fixed by Section 2.1 will constitute a quorum for the transaction of business at any meeting of the Board. Any act taken by

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a majority of the directors present at a meeting at which a quorum is present will be the act of the Board.

Section 2.9 Voting. Each director will have one (1) vote as a director.

Section 2.10 Action without a Meeting. Any Board action that may be taken at a meeting may be taken without a meeting if all directors sign a consent setting forth the action so taken.

Section 2.11 Vacancies. Vacancies on the Board during the Initial Development Period shall be filled by the Grantor. After the Initial Development Period, any vacancy on the Board shall be filled by a plurality of the votes cast by the remaining directors, through a special election at any meeting of the Board. Until such time as a vacancy is filled as provided herein, the Board shall continue to conduct business as if no vacancy existed. A vacancy or vacancies will be deemed to exist in case of death, resignation, removal, or judicial adjudication of mental incompetence of any director, or in the case the full number of authorized directors are not elected at any meeting at which such election is to take place.

Section 2.12 Fidelity Bonds. The Board may require that all officers and employees of the Association handling or responsible for the Association funds will furnish adequate fidelity bonds. The premium on such bonds will be paid by the Association or its manager.

Section 2.13 Committees. The Board, by resolution, may from time to time designate such committees as the Board desires, and may establish the purposes and powers of each such committee created. The resolution designating and establishing a committee will provide for the appointment of its members, as well as a chairperson, will state the purpose of the committee, and will provide for reports, termination, and other administration matters as deemed appropriate by the Board.

(a) Books, Financial Statements and Audit. As of the Effective Date, the financial disclosures identified below are required by Idaho Code § 55-3205. To the extent Idaho Code 55-3205 is amended or terminated, this Section 2.13 shall be deemed amended or terminated accordingly:

(b) Owner Accounts. The Association must provide on Owner and the Owner's agent, if any, a statement of the Owner's account no more than five (5) business days after a request by the Owner or the Owner's agent is received by an appropriate agent of the Association. The statement of account must include, at a minimum, the amount of the annual charges against the Owner's Unit, the date when the charges are due, and any unpaid assessments or other charges due and owning from the Owner at the time of the request.

(c) Annual Statements. On or before January 1 of each year, the Association must provide the Owners with a disclosure of fees that will be charged to an Owner in connection with any transfer of ownership of the Owner's Unit. Fees imposed by the Association for the calendar year following the disclosure of fees may not exceed the amount set forth on the annual disclosure, and no surcharge or additional fees may be charged to any Owner in connection with any transfer of ownership of the Owner's Unit. No fees may be charged for expeditiously providing a member's statement of account as set forth in this Section 2.13.

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(d) Up-to-Date Statements. The Association must provide on Owner and the Owner's agent, if any, an up-to-date financial disclosure no more than ten (10) business days after a request by the Owner or the Owner's agent is received by an appropriate agent of the Association.

(e) Annual Statements. Within sixty (60) days of the close of the fiscal year, the Association must provide the Owners and the Owners' agents, if any, with an up-to-date and reconciled financial disclosure for the fiscal year

Section 2.14 Removal. During the Initial Development Period, only the Grantor has the power to remove a director, which removal may be with or without cause. After the Initial Development Period, the Members may remove one (1) or more directors with or without cause. A director may be removed only if the number of votes cast to remove the director exceeds the number of votes cast not to remove the director. A director may be removed by the Members only at a meeting called for the purpose of removing that director, and the meeting notice must state that the purposes, or one of the purposes, of the meeting is removal of the director.

Section 2.15 Term. Directors appointed by the Grantor during the Initial Development Period shall serve until the earlier of the following: (a) death; (b) resignation; (c) removal; or (d) the date of the first annual meeting of the Members after expiration of the Initial Development Period. At the first annual meeting of the Members after the expiration of the Initial Development Period, and each annual meeting thereafter, the Members shall elect the directors. Directors so elected by the Members shall serve until the earlier of: (i) the next annual meeting of the Members; (ii) death; (iii) resignation; or (iv) removal. Notwithstanding anything to the contrary contained herein, despite the expiration of a director's term, the director continues to serve until the director's successor is appointed or elected, and qualifies, or until there is a decrease in the number of directors. At the expiration of a director's term (i.e. on the date of the first annual meeting of the Members after the director's election), the director's successor (which may be the same individual) shall be elected by a plurality of the votes cast by the Members entitled to vote in the election at a meeting at which a quorum is present. Members shall have no right to cumulate their votes for directors.

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ARTICLE 3
OFFICERS

Section 3.1 Designation. The principal officers of the Association may be a president, a vice president, secretary, and a treasurer, all of whom will be elected by the Board. The Board may appoint an assistant treasurer and an assistant secretary, and such other officers as in the Board's judgment may be necessary. One person may hold two or more offices, except those offices of president and secretary.

Section 3.2 Election of Officers. The officers of the Association will be elected annually by the Board at the organizational meeting of each new Board, and each officer will hold office for one (1) year unless such officer will sooner resign or will be removed or otherwise disqualified.

Section 3.3 Removal of Officers. Upon an affirmative vote of a majority of the Board, any officer may be removed, either with or without cause, and a successor elected at any annual meeting of the Board, or any special meeting of the Board called for such purpose. Any officer

may resign at any time by giving written notice to the Board or to the president or secretary of the Association. Any such resignation will take effect at the date of receipt of such notice or at any later time specified therein; and unless otherwise specified in said notice, acceptance of such resignation by the Board will not be necessary to make it effective. A vacancy in any office may be filled by appointment by the Board. The officer appointed to such vacancy will serve for the remainder of the term of the officer he or she replaces.

Section 3.4 Compensation. Officers, agents, and employees may receive such reasonable compensation for their services as may be authorized by the Board. Appointment of any officer, agent, or employee will not of itself create contractual rights of compensation for services performed by such an officer, agent, or employee.

Section 3.5 Special Appointment. The Board may elect such other officers as the affairs of the Association may require, each of whom will hold office for such period, have such authority, and perform such duties as the Board may, from time to time, determine.

Section 3.6 President. The president will be the chief executive officer of the Association. The president will preside at all meetings of the Association and of the Board. The president will have all of the general powers and duties which are usually vested in the office of the president of a nonprofit corporation. The president will, subject to the control of the Board, have general supervision, direction, and control of the business of the Association. The president will be ex officio a member of all standing committees, and the president will have such other powers and duties as may be prescribed by the Board or these Bylaws.

Section 3.7 Vice President. The vice president will take the place of the president and perform such duties whenever the president will be absent, disabled or unable to act. If neither the president nor the vice president is able to act, the Board will appoint a member of the Board to do so on an interim basis. The vice president will also perform such other duties as will from time to time be imposed by the Board or these Bylaws.

Section 3.8 Secretary. The secretary will record the votes and keep the minutes of all meetings of the Board and the minutes of all meetings of the Association at the principal office of the Association or such other place as the Board may order. The secretary will have charge of such books and papers as the Board may direct, and the secretary will, in general, perform all the duties incident to the office of secretary. The secretary will give, or cause to be given, notices of meetings of the Association and of the Board required by these Bylaws or by law to be given. The secretary will maintain a book of record Owners and Occupants, listing the names and addresses of the Owners and Occupants as furnished to the Association and such book will be changed only at such time as satisfactory evidence of a change in ownership or occupancy is presented to the secretary. The secretary will perform such other duties as may be prescribed by the Board or these Bylaws.

Section 3.9 Treasurer. The treasurer will have responsibility for the Association's funds and securities and will be responsible for keeping, or causing to be kept, full and accurate accounts of the financial transactions of the Association including accounts of all assets, liabilities, receipts, and disbursements, all in books belonging to the Association. The treasurer will be responsible for the deposit of all monies and other valuable effects in the name and to the credit of the Association in such depositories as may from time to time be designated by the Board. The

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treasurer will disburse the funds of the Association as may be ordered by the Board in accordance with the Declaration, will render to the president and directors upon request, an account of all transactions as treasurer and of the financial condition of the Association, and will have such other powers and perform such other duties as may be prescribed by the Board or these Bylaws.

ARTICLE 4
ASSESSMENTS PROCEDURES

Section 4.1 The policies and procedures for Assessments (such as notices, payment methods, installment options, late fees, interest charges, collection fees, and other matters) will be as set forth in the Declaration or as otherwise set forth in the Condominium Documents.

ARTICLE 5
INDEMNIFICATION AND INSURANCE

Section 5.1 Definitions. For the purposes of this Article, "agent" means any person who is or was a director, officer, employee, or other agent of the Association, or is or was serving at the request of the Association as a director, officer, employee, or agent of another corporation, or was a director, officer, employee, or agent of a corporation which was a predecessor corporation of the Association; "proceeding" means any threatened, pending, or completed action or proceeding, whether civil, criminal, administrative, or investigative; and "expenses" includes, without limitation, attorneys' fees and costs and any expenses of establishing a right to indemnification under Section 5.2 or Section 5.4(iii).

Section 5.2 Indemnification. The Association will indemnify any person who was or is a party or is threatened to be made a party to any proceeding (other than an action by or in the right of the Association to procure a judgment in its favor) by reasons of the fact that such person is or was an agent of the Association, against expenses, judgments, fines, settlements, and other amounts actually and reasonably incurred in connection with such proceeding if such person acted in good faith and in a manner such person reasonably believed to be in or not opposed to the best interests of the Association and, in the case of a criminal proceeding, had no reasonable cause to believe the conduct of such person was unlawful. The termination of any proceeding by judgment, order, settlement, conviction, or upon a plea of nolo contendere or its equivalent will not, of itself, create a presumption that the person did not act in good faith and in a manner which the person reasonably believed to be in or not opposed to the best interests of the Association or with respect to any criminal proceeding that the person had reasonable cause to believe that the person's conduct was unlawful. However, no indemnification will be made in respect of any claim, issue, or matter as to which such person will have been adjudged to be liable to the Association in the performance of such person's duty to the Association, unless and only to the extent that the court in which such proceeding is or was pending will determine upon application that, in view of all the circumstances of the case, such person is fairly and reasonably entitled to indemnity for the expenses which such court will deem proper.

Section 5.3 Expenses in Successful Defense. To the extent that an agent of the Association has been successful on the merits in defense of any proceeding referred to in Section 5.1 or in defense of any claim, issue, or matter therein, the agent will be indemnified against expenses actually and reasonably incurred by the agent in connection therewith.

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Section 5.4 Determination of Standard of Conduct. Except as provided in Section 5.2, any indemnification under this Article will be made by the Association only if authorized in the specific case, upon a determination that indemnification of the agent is proper in the circumstances because the agent has met the applicable standard of conduct set forth in Section 5.1, as determined by:

(i) A majority vote of directors who are not parties to such proceeding;

(ii) Approval or ratification by the affirmative vote of a majority of the total voting power of the Association as cast by the Members at a duly held meeting of the Association at which a quorum is present;

(iii) The court in which such proceeding is or was pending, upon application made by the Association or the agent or the attorney or other persons rendering services in connection with the defense, whether or not such application by the agent, attorney, or other person is opposed by the Association; or

(iv) Independent legal counsel in written opinion, engaged at the direction of a majority of disinterested directors.

Section 5.5 Advancing Expenses. Expenses incurred in defending any proceeding may be advanced by the Association prior to the final disposition of such proceeding upon receipt of an undertaking by or on behalf of the agent to repay such amount if it will be determined ultimately that the agent is not entitled to be indemnified as authorized in this Article.

Section 5.6 Extent and Limitations of Indemnifications. No indemnification or advance will be made under this Article, except as provided in Section 5.2 or Section 5.4(iii), in any circumstance where it appears:

(i) That it would be inconsistent with a provision of the Articles, these Bylaws, a resolution of the Board or Members, or an agreement in effect at the time of the accrual of the alleged cause of action asserted in the proceeding in which the expenses were incurred or other amounts were paid, which prohibits or otherwise limits indemnification; or

(ii) That it would be inconsistent with any condition expressly imposed by a court in approving a settlement.

Section 5.7 Beneficial Effect. This Article will create a right of indemnification for each agent referred to in this Article, whether or not the proceeding to which the indemnification relates arose in whole or in part prior to adoption of this Article; and in the event of the death of such agent, whether before or after initiation of such proceeding, such right will extend to such agent's legal representatives. In addition, to the maximum extent permitted by applicable law, the right of indemnification hereby given will not be exclusive of or otherwise affect any other rights such agent may have to indemnification, whether by law or under any contract, insurance policy, or otherwise.

Section 5.8 Liability Insurance. The Association may purchase and maintain insurance on behalf of any agent of the Association against any liability asserted against or incurred by the

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agent in such capacity or arising out of the agent's status as such, whether or not the Association would have the power to indemnify the agent against such liability under the provisions of this Article.

ARTICLE 6
ASSOCIATION RECORDS

Section 6.1 The Association will keep such records of its business and affairs as is customary for community or homeowner associations, including a membership register, accounting records, financial statements, operating budgets, balance sheets, and minutes of meetings of the Board and committees. Such records will be available at the Association's regular offices for inspection and copying by any Owner at such Owner's expense. The Board may establish reasonable rules with respect to: (a) notice to be given to the custodians of the records by persons desiring to make the inspection; (b) hours and days of the week when such an inspection may be made; and (c) payment of the cost of reproducing copies of documents requested pursuant to this Article 6. The Association's obligations hereunder may be fulfilled by making the records available to an Owner electronically, including delivery by electronic mail or the posting of such records on a website.

ARTICLE 7
CONFLICTING PROVISIONS

If any provision of these Bylaws conflicts with applicable law, the Declaration, or the Articles, such conflicting provision will be inoperable and severable, and the other provisions of these Bylaws will remain in full force and effect.

ARTICLE 8
AMENDMENTS TO BYLAWS

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

[*Remainder of page intentionally left blank; adoption on the following page.*]

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CONSENT OF DIRECTORS OF THE
THE BITTERRROOT OWNERS ASSOCIATION, INC
IN LIEU OF MEETING

The undersigned, constituting all of the Directors of The Bitterroot Owners Association, Inc, an Idaho nonprofit corporation (the "**Association**"), do hereby consent to, adopt, and approve in writing the following corporate action without a meeting in accordance with the provisions of the general nonprofit corporation laws of the State of Idaho:

RESOLVED, that the above and foregoing Bylaws are hereby duly adopted as the Bylaws of the Association and that the same do now constitute the Bylaws of the Association.

RESOLVED, that Reid Sanborn is hereby elected president of the Association, Jon Gilmour is hereby elected vice president and secretary of the Association, and Garrison Belles is hereby elected treasurer of the Association.

This Consent of Directors of The Bitterroot Owners Association, Inc in Lieu of Meeting is effective as of the 10th day of October, 2023.

DIRECTORS:

_____
Reid Sanborn

_____
Peter Seidner

_____
John Riley Buck

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CERTIFICATE OF SECRETARY

I, the undersigned, do hereby certify that:

1. I am the duly elected and acting secretary of The Bitterroot Owners Association, Inc, an Idaho nonprofit corporation; and

2. The foregoing Bylaws comprising 12 pages, including this page, constitute the Bylaws of The Bitterroot Owners Association, Inc, and were duly adopted by the Board pursuant to that "**Consent of Directors of The Bitterroot Owners Association, Inc in Lieu of Meeting**," dated effective the __th day of _____, 202_.

IN WITNESS WHEREOF, I have hereunto subscribed my hand and attest the act of the Association effective the __th day of _____, 202_.

_____

John Riley Buck, Secretary

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CONDOMINIUM DECLARATION

FOR

THE BITTERROOT

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CONDOMINIUM DECLARATION

FOR

THE BITTERROOT

THIS CONDOMINIUM DECLARATION FOR THE BITTERROOT (this "**Declaration**") is made effective as of ___ of _____, 202_ (the "**Effective Date**"), by Sundance R3 Devco LLC, an Idaho limited liability company ("**Grantor**"). Capitalized terms not otherwise defined in the text of this Declaration are defined in Section 3.

SECTION 1 RECITALS

Property Covered. Grantor is the owner of that certain real property located in Ketchum, Blaine County, Idaho, legally described on Exhibit A attached hereto and incorporated herein by this reference (the "**Property**"), as shown on the final plat for The Bitterroot, recorded in the real property records of Blaine County, Idaho, on _____ ___, 202_, as Instrument No. _____, a copy of which is attached hereto as Exhibit B and incorporated herein by this reference (the "**Plat**").

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

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

SECTION 2 DECLARATION

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

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

SECTION 3 ADDITIONAL DEFINITIONS

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

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

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

"**Association**" means The Bitterroot Owners Association, Inc., an Idaho nonprofit corporation, its successors and assigns.

"**Association Rules**" means the rules and regulations relating to the Project that may be adopted, amended, or repealed from time to time by the Board, as more particularly described in Section 8.7.3 hereof.

"**Board**" means the board of directors of the Association.

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

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

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

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

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

"**Deck**" means each of the decks identified on the Plat as L.C. 101, L.C. 201, L.C. 202, L.C. 203, L.C. 204, L.C. 301, and L.C. 302, and includes the railings or fences thereon. Grantor hereby designates each Deck as Limited Common Area appurtenant to, and for the exclusive use of, the Unit with the corresponding Unit number (e.g. L.C. 101 is Limited Common Area for the Exclusive Use of Unit 101, L.C. 102 is Limited Common Area for the Exclusive Use of Unit 102, and so forth), to the exclusion of all others.

"**Garage**" means each of L.C. 101 Parking Garage, L.C. 204 Parking Garage, and L.C. Parking 302 identified on the Plat. Grantor hereby designates each Garage as Limited Common Area appurtenant to, and for the exclusive use of, the Unit with the corresponding Unit number (e.g. L.C. 101 Parking Garage is Limited Common Area for the exclusive use of Unit 101 and so on), to the exclusion of all others.

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

"**Limited Common Area**" means those portions of the Common Area designated for the exclusive use of an Owner or Owners to the exclusion, limitation, or restriction of other Owners. Limited Common Area may be established from time to time by Grantor or the Association on any portion of the Project by describing such area on the Plat, by granting or reserving it in a deed or other document or instrument, or by designating it as such in this Declaration. The term Common Area as used in this Declaration shall include Limited Common Area.

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

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

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

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

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

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

"**Parking Space**" means L.C. 301 Parking, L.C. 201 Parking, L.C. 204 Parking, L.C. 302 Parking, and L.C. 101 Parking identified on the Plat. Grantor hereby designates each Parking Space as Limited Common Area appurtenant to, and for the exclusive use of, the Unit with the corresponding Unit number (e.g. L.C. 301 Parking is Limited Common Area for the exclusive use of Unit 301), to the exclusion of others.

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

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

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

"**Storage Area**" means L.C. 302 Storage identified on the Plat. Grantor hereby designates the Storage Area as Limited Common Area appurtenant to, and for the exclusive use of, Unit 302, to the exclusion of all others.

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

"**Unit**" means the separate ownership interest component of a Condominium, as bounded by the unfinished interior surfaces of the perimeter: (a) walls; (b) floors; (c) ceilings; (d) windows (including window frames and window trim); and (e) doors (including door frames and door trim) of each Unit as shown the Plat, together with the airspace so encompassed. The Unit includes all of the following within the said boundaries of each Unit shown on the Plat: (i) all finishes and coverings on the interior surfaces of said perimeter walls, floors, ceilings, windows, and doors, including without limitation paneling, wood, tile, paint, paper, carpeting, and texturing; (ii) all fixtures, improvements, hardware, and appliances; and (iii) all heating and refrigerating elements or related equipment, utility lines and outlets, electrical and plumbing fixtures, pipes, and all other related equipment required to provide heating, air-conditioning, hot and cold water, electrical, and utility services located within and serving only the Unit. The following are not part of a Unit: (A) bearing walls; (B) structural columns; (C) floors; (D) roofs; (E) foundations; (F) elevator equipment and shafts; (G) central heating, central refrigeration and central air-conditioning equipment, reservoirs, tanks, pumps and other central services that serve more than one Unit,

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except the outlets thereof when located within the Unit; and (H) pipes, ducts, flues, chutes, conduits, wires and other utility installations that serve more than one Unit, except the outlets thereof when located within the Unit. Provided, however, that a Unit shall not include any of the structural components of the Building or utility or service lines located within a Unit that serve more than one Unit. There are seven (7) Units at the Project: Unit 101, 201, 202, 203, 204, 301, and 302, as each are identified on the Plat.

SECTION 4 NATURE AND INCIDENTS OF CONDOMINIUM OWNERSHIP

Estates of an Owner of a Condominium. The Project is hereby divided into Condominiums, each consisting of a separate interest in a Unit and an undivided tenant-in-common interest in the Common Area. The percentage of ownership interest in the Common Area which is to be allocated to each Condominium as a whole for purposes of Assessments, tax assessment under Section 55-1514 of the Condominium Act, and liability as provided by Section 55-1515 of the Condominium Act, is set forth on the attached Exhibit D.

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

No Further Division. No Owner may divide, adjust, or further condominiumize such Owner's Unit without the prior written approval of the Association, the City of Ketchum, and all other governing authorities whose approval is required, and all such divisions, adjustments, and further condominiumizations must comply with any condominium project amendment requirements of Blaine County, and otherwise comply with all Applicable Laws.

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

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

Taxes and Assessments. Each Owner shall execute such instruments and take such actions as may reasonably be specified by the Association to obtain separate real property tax assessments of the interest of each Owner in each Condominium. If any taxes of special districts or other assessments may, in the opinion of the Association, nevertheless, be a lien on the Property or any part thereof, the Association shall pay the same and assess the same to the responsible Owner or Owners. Each Owner shall pay the taxes and assessments assessed against such Owner's Condominium, or interest therein, and such Owner's interest in the Common Area, or any part of any or all of the foregoing. The Association reserves the right to protest any tax valuations or

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assessments by any taxing government agency and to pay for any costs associated with such protests. Each Owner agrees to reimburse the Association for any costs associated with such protests as related to that Owner's Unit.

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

SECTION 5 EASEMENTS

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

Easements of Access for Repair, Maintenance, and Emergencies. Portions of the Common Area and/or easement areas granted pursuant to this Declaration or any other Condominium Document, are or may be located within the Units or may be conveniently accessible only through the Units. The Owners have the irrevocable right, to be exercised by the Association as their agent, of access to each Unit and to all Common Area from time to time during such reasonable hours as may be necessary and established by the Board for the construction, installation, inspection, operation, maintenance, repair or replacement of any of the Common Area located therein or accessible therefrom, or the construction, installation, inspection, operation, maintenance, repair or replacement of any improvements and facilities located within the Common Area, or for making repairs, maintenance and emergencies therein necessary to prevent damage to the Common Area or to another Unit or Units or to correct a violation of any covenant, condition or restriction of the Declaration when, after reasonable efforts by the Association, the Owner fails to do so. The Association shall also have such right of access independent of any agency relationship. Damage to the interior of any part of a Unit or Units resulting from the construction, installation, inspection, operation, maintenance, repair, emergency repair or replacement of any of the Common Area or as a result of emergency repairs within another Unit at the insistence of the Association or of Owners shall be an expense of all of the Owners; provided, however, that if such damage is the result of the negligence of an Owner or such Owner's Occupants, invitees, or licensees, then such Owner shall be financially responsible for all of such damage. Such damage shall be repaired and the Unit shall be restored substantially to the same condition as existed prior

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to damage. Amounts owing by Owners pursuant hereto shall be collected by the Association as an Assessment pursuant to Section 9 herein.

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

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

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

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

Emergency Easement. A general easement is hereby granted to all police, sheriff, fire protection, ambulance, and all other similar emergency agencies or persons to enter upon all streets and property within the Project in the proper performance of their duties. The easement granted herein is recognized to be a condition of platting the Property imposed by the City of Ketchum. Such easement shall not be dissolved or altered in any material way that would prevent its beneficial use for its intended purpose without the written consent of the City of Ketchum.

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

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

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

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

SECTION 6 DESCRIPTION OF CONDOMINIUM

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

> Unit ___ as shown on the final plat of The Bitterroot, recorded in the real property records of Blaine County, Idaho, on _____ ___, 202_, as Instrument No. _____, (as may have been heretofore amended or supplemented), and as defined and described in that certain Condominium Declaration for The Bitterroot recorded in the real property records of Blaine County, Idaho, on _____ ___, 202_, as Instrument No. _____ (as may have been heretofore amended or supplemented).

Such description shall be construed to describe the separate ownership interest in the identified Unit, together with the appurtenant undivided tenant-in-common interest in the Common Area, and to incorporate all rights incident to ownership of a Condominium interest and all the limitations on such ownership as described in the Condominium Documents or any amendments or supplements thereto, whether or not so specified in the instrument.

SECTION 7 USE OF CONDOMINIUMS

Single-Family Residential. The Units shall be used exclusively for single-family residential purposes and other uses incidental thereto as permitted by Applicable Law. Except for Home Occupations permitted pursuant to this Section, no Unit shall be used at any time for commercial or business activity. A "**Home Occupation**" shall be any gainful occupation conducted in a Unit by an Occupant thereof, provided that the home office or studio located thereon does not exceed four hundred (400) square feet in size and is located entirely within the Unit, and further provided that such Home Occupation is conducted in accordance with the other terms and limitations of the Condominium Documents and Applicable Law. A Unit may be used for other

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Home Occupations only upon a written approval signed by all Owners, which approval may be subject to such requirements and conditions as the Owners and/or Association deems appropriate, and which Home Occupation must in conducted accordance with the other terms and limitations of the Condominium Documents and Applicable Law. No Home Occupation may: (a) involve highly combustible materials; (b) involve retail operations; (c) use power equipment or tools; (d) cause abnormal automotive or pedestrian traffic at the Project; (e) be, in the reasonable opinion of the Board, objectionable due to unsightliness, odor, dust, smoke, noise, glare, heat, vibration or similar disturbances; (f) involve dispatch activities where employees meet at the Project and are sent to other locations; (g) involve other uses that, in the reasonable opinion of the Board, would detract from the residential character of the Project. It shall not be a violation of this Section for an Owner to lease its Condominium in accordance with Section 7.2. The use of a Condominium for a shelter home, as the same is defined in Idaho Code § 67-6530, whether or not operated for profit, shall for the purposes of this Declaration be a commercial or business use to the fullest extent permitted by Applicable Law.

Leasing. Each Owner shall be entitled to lease its Condominium. An Owner who leases a Condominium shall be fully responsible for the acts and omissions of, and damage caused by, such Owner's Tenant as if such Tenant were the Owner. Any Owner who leases a Condominium shall comply with all Applicable Laws, including without limitation Fair Housing Act to the extent it applies to such Owner. Each such lease shall be in writing and shall provide that the terms and conditions thereof shall be subject in all respects to this Declaration and the Association Rules, and that any failure by the Tenant to comply with the terms of such documents shall be a default under the lease. The Association Rules may provide for fines against an Owner if the Tenants of such Owner's Condominium excessively loud or otherwise disruptive.

Obstructions of Common Area. Except to the extent installed or placed by Grantor or the Association, there shall be no obstruction of the Common Area, nor shall anything be stored on any part of the Common Area, without the prior written consent of the Board. Nothing shall be altered on, planted in, constructed on, or removed from the Common Area except upon the prior written consent of the Board.

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

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requirements set forth in the Owner Maintenance Manual. The requirements set forth in the Owner Maintenance Manual are in addition to the requirements of any warranty or other operating guidelines and instructions.

Prohibition of Damage and Certain Activities.

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

7.5.2 No rubbish or debris of any kind shall be placed or permitted to accumulate anywhere upon the Project or any portion thereof, except in such containers and other areas designated for such purpose by Grantor or the Board, and no odor shall be permitted to arise from any portion of the Project so as to render, in the reasonable opinion of the Board, the Project or any portion thereof unsanitary, offensive, or detrimental to the Project, or to any other property in the vicinity of the Project. No exterior fires and no obstructions of pedestrian walkways shall be permitted to exist at the Project. No business or Home Occupation, no noise, no unsightliness, and no other nuisance shall be permitted to exist or operate upon any portion of the Project in violation of Applicable Law or so as to be, in the reasonable opinion of the Board, offensive or detrimental to the Project or to its Owners or their Occupants or to other property in the vicinity Project. Without limiting the generality of any of the foregoing, no Owner shall use or install or permit to be used or installed any whistles, bells or other sound devices, or flashing lights or search lights within the Project without the Board's approval. No unsightly articles shall be permitted to remain on any Condominium so as to be visible from any other portion of the Project. Without limiting the generality of the foregoing, refuse, garbage, trash, equipment, gas canisters, propane gas tanks, barbecue equipment, heat pumps, compressors, and containers shall be kept in such containers and other areas designated for such purpose by Grantor or the Board. No clothing or fabric shall be hung, dried, or aired in such a way as to be visible from the exterior of the Unit it in which it is hung, dried, or aired. Window air-conditioning units are not allowed. Windows shall be covered only by drapes, shades or shutters that are not loud or excessively bright in color, and shall not be painted or covered by foil, cardboard, sheets or similar materials.

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

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

7.5.5 Except as allowed by Association Rules or by prior written approval of the Board, Owners shall not display or sell merchandise or allow carts, portable signs, devices or any other objects to be stored or to remain outside the defined exterior walls and permanent doorways of the Units. Owners further agree not to install any exterior lighting, shades or awnings, amplifiers or similar devices for use in or about the Building which may be heard or seen outside the Unit, such as flyers, flashing lights, searchlights, loudspeakers, phonographs or radio

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broadcasts, or make any changes to the facade of the Building or operate any customer service windows without Board's prior written consent. Owners shall not conduct or permit to be conducted any sale by auction in, upon or from the Units, whether said auction be voluntary, involuntary, pursuant to any assignment for the payment of creditors or pursuant to any bankruptcy or other solvency proceeding.

7.5.6 Owners shall not do or permit anything to be done in or about any Unit or in the Common area, nor bring or keep anything therein, which will in any way result in the cancellation of or increase in the rate of the insurance on the Project or any part thereof over what the Association, but for such activity, would pay, without the prior written consent of the Board or which would be in violation of Applicable Law. Any Owner taking or permitting any such action, which has been approved by the Board and results in an increased rate of insurance on the Project or any part thereof, shall be solely responsible for the payment of the resulting difference in such increased premium.

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

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

No Hazardous Activities. No activities shall be conducted at the Project which are or might be unsafe or hazardous to any Person or property, as reasonably determined by the Board. Such prohibition includes, without limitation, the discharge of firearms and participation in archery activities, and the use of any outdoor wood burning devices.

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

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

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Board, it (and any related equipment) must be installed and/or screened in the manner approved by the Board.

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

Signs. No more than one (1) sign will be allowed to be displayed on or within a Unit or the Deck appurtenant thereto at the same time to advertise the Lot for sale or to advertise the Lot during the course of construction, and all such signs shall be removed within fifteen (15) days after occupancy. Directional and open house signs may be used during open house time period only. No sign of any kind will be displayed to the public view more than six (6) square feet in size. Except as set forth above, no signs of any kind, including, without limitation, decorations, banners, holiday signs, or political or commercial signs, shall be displayed on or from any portion of the Project except as approved by the Board in its reasonable direction. Notwithstanding the foregoing, no portion of this restriction shall apply to the extent that it conflicts with any Applicable Law governing signs.

Window Treatments. No window or glass tinting or coverings shall be permitted, including any appliqués, decals, or other materials, that would be visible from the exterior of any Unit, or that would otherwise in any manner change the exterior appearance of any glass or window in terms of color, reflectivity, tint, or appearance, except as otherwise may be permitted by the Board. In the event replacement of any glass pane constituting Common Area shall become necessary, such glass shall be replaced by the Association; provided, however, an Owner may be required to pay for such replacement pursuant to Section 9.5. This paragraph shall be interpreted in such manner as to favor and facilitate a uniform appearance of the Project from the exterior thereof. Subject to the Association Rules, acceptable window coverings are vertical blinds, mini-blinds, draperies, curtains, shutters and other such items. Items including, but not limited to aluminum foil, newspaper, sheets, cardboard, reflective tint, paint, etc. are not permitted to be used as window covering.

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

Appliances. No appliances shall be installed or maintained in a Unit that are inconsistent in terms of energy source or energy usage from those utility lines and hookups initially installed or made available by Grantor with respect to a Unit. By way of illustration, but not of limitation, if and to the extent that the Unit was originally equipped with a gas utility hookup for clothes dryers, stoves, ovens, or other appliances, no modifications shall be permitted for the installation of electricity powered clothes dryers, stoves, ovens or other appliances, unless electricity powered clothes dryers, stoves, ovens or other appliances were originally available for use and operation in the Unit and can be installed with minimal disruption to Common Areas. Likewise, if the Unit was originally equipped and/or designed for any electrical appliances, no modifications shall be permitted for the installation of gas-powered appliances, unless gas powered appliances were

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originally available for use and operation in the Unit and can be installed with minimal disruption to Common Areas. The Board reserves the right to designate specific Association Rules pertaining to the minimum design and performance characteristics of appliances to be installed in the Units. All installation and use of any appliances shall comply with and not violate the terms of any warranty guidelines or manufacturers' guidelines or recommendations.

Construction and Structural Alterations. An Owner may make improvements or alterations to the interior of the Owner's Unit and the Limited Common Area appurtenant to such Unit, provided that such improvements or alterations: (a) do not impair the structural integrity, mechanical systems or Common Area of the Project; (b) are not to walls, doors, windows, or other portions of the Project that are visible from the outside of the Unit; and (c) do not otherwise penetrate any Common Area. To the extent an Owner desires to make an improvement or alteration in violation of any portion of the foregoing, such Owner shall first obtain the prior written consent of the Board, which consent shall not be unreasonably withheld or delayed. All improvements and alterations constructed pursuant to the terms of this Section 7.13 shall comply with all Applicable Laws.

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

Deck Restrictions. Decks shall not be used for storage purposes, including for the storage of pets, pet equipment, bicycles, boxes, storage sheds, and so forth, except that patio furniture shall be permitted on Deck in accordance with this Section. Any item to be stored shall be stored and maintained either wholly within the interior of the Owner's Unit, Storage Area, in such other designated by the Board, if any. Any plants or similar items kept on a Deck shall be in accordance with the approved plant list or otherwise subject to approval by the Board, shall be watered and maintained in good condition, and dead plants, leaves, and other items shall be promptly removed and discarded. No over-watering of any plants located on a Deck (i.e., of such a nature to cause water run-off) shall be permitted. Patio furniture as approved by the Board or that otherwise complies with the Association Rules shall be permitted on the Decks. Decks shall be kept in a clean and orderly fashion. Owners shall not hang any items from the Decks or the railings thereon, and Owners shall not place any temporary lighting, whether electric, battery-operated, solar, or otherwise, on such Owner's Deck. No shelving, storage devises or apparatuses, or other improvements or alterations shall be permanently affixed to any Deck, except upon the prior written approval of the Board.

Garage Restrictions. Garages shall be used only for the storage of operable vehicles that fit therein when the Garage door is closed, and for the storage of non-combustible and otherwise non-hazardous material that fit therein when the Garage door is closed.

Parking Space Restrictions. Parking Spaces shall be used only for the storage of operable vehicles and bicycles that fit therein. The Owner to Condominium to which each Parking Space

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is appurtenant is responsible for maintaining the ground surface of the Parking Space in safe and good operating condition and repair, including without limitation performing snow and ice treatment.

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

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

Animals/Pets. No animals, livestock, or poultry of any kind shall be raised, bred, or kept on or in any portion of the Project except that Household Pets (defined below) may be kept for an Owner's personal use provided that: (a) such Household Pets are not bred or maintained for any commercial purpose; (b) no more than two (2) of any combination of Household Pets may be kept in a Unit; and (c) all such Household Pets shall be properly restrained and controlled at any time they are within the Project. "**Household Pets**" means indoor domesticated dogs and indoor domesticated cats. Any Household Pet which, in the reasonable opinion of the Board, is vicious or excessively noisy, or which damages or destroys property shall be deemed a nuisance and shall be removed from the Project upon the written request of the Board. An "excessively noisy" Household Pet is any Household Pet that habitually or frequently disturbs the sleep, peace, or quiet of any Occupant. Owners shall contact the local animal control agency regarding noisy Household Pets prior to complaining to the Board about such animals. Any costs associated with responding to complaints relating to animals (including without limitation Household Pets), livestock, or poultry at the Project may be levied as a Limited Assessment against the Owner of the Unit in which such animals, livestock, or poultry are being kept. The Owner of the Unit where a Household Pet is kept, as well as the legal owner of the Household Pet (if not such Owner), shall be jointly and severally liable for any and all damage and destruction caused by the Household Pet, and for any clean-up of any portion of the Project necessitated by such Household Pet.

Assistance Animals. Notwithstanding anything to the contrary contained in Section 7.19 hereof, assistance animals are welcome in the Project in accordance with the Fair Housing Act (42 U.S.C. § 3601 *et seq*., as amended) and the implementing regulations promulgated thereunder. An assistance animal shall be as defined in the Fair Housing Act, which is currently any animal needed by a disabled individual to have an equal opportunity to use and enjoy a dwelling. Examples of assistance animals are guide animals, animals that alert people who are deaf, animals that pull a wheelchair, animals that alert and protect a guest who is having a seizure, animals that remind an individual with mental illness to take prescribed medications, animals that calm an individual with Post Traumatic Stress Disorder (PTSD) during an anxiety attack and animals that provide comfort or emotional support. Assistance animals in training are to be treated as assistance animals, even if the handler is not disabled. An assistance animal need not be licensed or certified by any government. Individuals with assistance animals shall not be treated less favorably than other Occupants or charged fees that are not charged to other Occupants without animals. The

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Association shall have the right, to the extent permitted under the Fair Housing Act, to prohibit or restrict any assistance animal that: (a) is out of control and the handler does not take effective action to control it; or (b) the animal's behavior poses a threat to the health or safety of others. The Owner of the Unit where an assistance animal is kept, as well as the legal owner of the assistance animal (if not such Owner), shall be jointly and severally liable for any and all damage and destruction caused by the assistance animal, and for any clean-up of any portion of the Project necessitated by such assistance animal.

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

SECTION 8 THE BITTERROOT OWNERS ASSOCIATION

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

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

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

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

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

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

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

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

Powers of the Association. The Association shall have all the powers of a nonprofit corporation incorporated under the laws of the State of Idaho and all of the powers and duties set forth in the Condominium Documents, including the power to perform any and all acts which may

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be necessary to, proper for, or incidental to the foregoing powers. The powers of the Association include, by way of illustration and not limitation:

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

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

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

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

8.7.2.3 The right to perform any duty or obligation of an Owner under the Condominium Documents if such duty or obligation is not timely performed by such Owner. In such event, the defaulting Owner must immediately reimburse the Association for all costs reasonably incurred by the Association in performing such duty or obligation. Except in the event of an emergency, the Association must provide the defaulting Owner with a notice specifying the default and a reasonable period (no less than ten (10) days and not to exceed thirty (30) days) to cure prior to exercising its power and authority hereunder.

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

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

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they may from time to time be adopted, amended or repealed, shall be mailed or otherwise delivered to each Owner.

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

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

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

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

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

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

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

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

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

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

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

8.7.12 Financing. The power and authority to enter into any agreements necessary or convenient to allow Owners to take full advantage of, or secure the full availability of, any financing programs offered or supported by the Federal National Mortgage Association (FNMA), the Government National Mortgage Association (GNMA), the Federal Housing Administration (FHA), the Veterans Administration (VA), the Federal Home Loan Mortgage Corporation (FHLMC) or any similar entity.

8.7.13 Estoppel Certificates. The power and authority to execute a written statement stating: (a) whether or not, to the knowledge of the Association, a particular Owner or Owner's Condominium is in default of this Declaration or other Condominium Documents; (b) the dates to which any Assessments have been paid by a particular Owner; and (c) such other matters as the Board deems reasonable. Any such certificate may be relied upon by a bona-fide prospective purchaser or Mortgagee of such Owner's Condominium, but only to the extent such prospective purchaser or Mortgagee has no knowledge to the contrary. The Association may charge a reasonable fee for such statements.

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

8.7.15 Implied Rights. Notwithstanding the foregoing, the Association may exercise any other right or privilege given to it expressly by this Declaration or by Applicable Law, and every other right or privilege reasonable to be implied from the existence of any right or

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privilege given to it herein or reasonably necessary to effectuate any such right or privilege. Such rights shall include without limitation the right to acquire water meters for each Unit.

8.7.16 Use of Association Powers. Notwithstanding the foregoing, the Association shall not take any action that would impair an Owner's right to enjoy and use his/her Unit as set forth herein, in particular Section 7.21.

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

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

8.8.1 Operation and Maintenance of Common Area. Operate, maintain and otherwise manage or provide for the operation, maintenance and management of the Common Area and all improvements thereon, including parking areas, drive lanes, landscaping, common seepage beds and the exterior of the Building, including the repair and replacement of property damaged or destroyed by casualty loss and all other property acquired by the Association, and shall maintain the same in a good, clean, attractive and sanitary condition, order and repair.

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

8.8.3 Water and Other Utilities. Acquire, provide and/or pay for water, storm drainage system maintenance, sewer services, electric services, garbage, disposal, refuse and

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rubbish collection and other necessary services for the Common Area and Units, except to the extent separately billed or separately metered, as may be determined by the Board from time to time in its discretion.

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

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

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

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

8.8.8 Maintenance of Records and Right of Inspection. The Association shall keep such records of its business and affairs as is customary for community or homeowner associations, including a membership register, accounting records, financial statements, operating budgets, balance sheets, and minutes of meetings of the Board and committees. Such records shall be available at the Association's regular offices for inspection and copying by any Owner at such Owner's expense. The Board may establish reasonable rules with respect to: (a) notice to be given to the custodians of the records by persons desiring to make the inspection; (b) hours and days of the week when such an inspection may be made; and (c) payment of the cost of reproducing copies of documents requested pursuant to this Section 8.8.8. The Association's obligations hereunder may be fulfilled by making the records available to an Owner electronically, including delivery by electronic mail or the posting of such records on a website.

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

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Condominium Documents; provided, however, the Association shall not be obligated to indemnify, defend, and hold harmless any Released Party for their own gross negligence or willful misconduct.

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

SECTION 9 ASSESSMENTS

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

Rate of Assessment. Except as otherwise provided herein, all Owners shall be responsible for Regular Assessments and Special Assessments levied by the Association in proportion to their percentage ownership interest in the Common Area, as set forth on Exhibit D. Owners shall be responsible for Limited Assessments levied by the Association, as set forth in Section 9.5.

Regular Assessments.

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

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capital replacements, and any other expenses for which the Board, in its reasonable opinion, deems prudent to fund a reserve. If not already separately metered, the Board reserves the right to separately meter utility services provided to each Condominium, and in such event the Owner of the Condominium shall be fully responsible for the costs of providing utilities for the Owner's individual use.

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

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

Special Assessments. In the event that the Board shall determine that the Regular Assessment for a given calendar year is or will be inadequate to meet the Expenses of the Association for any reason, including, without limitation, costs of construction, reconstruction, unexpected repairs or replacement of improvements upon the Common Area, attorneys' fees and/or litigation costs, other professional fees, or for any other reason, the Board shall determine the approximate amount necessary to defray such Expenses and levy a Special Assessment for such amount. The Board shall, in its discretion, determine the schedule under which such Special Assessment will be paid. If such Special Assessment shall affect more than one Condominium or group of Condominiums (but not all Condominiums), the Owners of the affected Condominiums shall pay those costs associated solely with their Condominiums in proportion to their percentage ownerships, as among each other, as set forth on Exhibit D, while all Owners shall share such costs associated with the Common Area in proportion to their ownership interests set forth on Exhibit D.

Limited Assessments. Notwithstanding the above provisions with respect to Regular Assessments and Special Assessments, the Association may levy a Limited Assessment against an Owner: (a) for any fines (in accordance with Section 8.7.17 hereof), fees or charges levied against the Owner under the Condominium Documents; (b) to reimburse the Association for any costs incurred to bring the Owner's Condominium or any improvements therein into compliance with the Condominium Documents; (c) to reimburse the Association for any damages caused by an Owner or such Owner's Tenants, Occupants, invitees, or licensees to any Common Area or improvements or other property owned or maintained by the Association; and (d) for the cost of

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providing any goods or services under the Condominium Documents that benefit such Owner or Owner's Condominium, but less than all Owners or all Owners' Condominiums. If such Limited Assessment shall affect more than one Condominium, but not all Condominiums, the Owners of the effected Condominiums shall pay those costs associated solely with their Condominiums in proportion to their percentage ownership, as among each other, while all Owners shall share such costs associated with the Common Area in proportion to their percentage ownership interest set forth on Exhibit D, as applicable.

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

SECTION 10 ENFORCEMENT OF ASSESSMENTS; LIENS

Right to Enforce. The Association has the right to collect and enforce its Assessments, including any late charges and/or interest accrued thereon pursuant to the provisions hereof. Each Owner shall be deemed to covenant and agree to pay each and every Assessment provided for in this Declaration, including any late charges and/or interest accrued thereon, and agrees to the enforcement of all Assessments in the manner herein specified. In the event an attorney or attorneys are employed for the collection of any Assessment, whether by suit or otherwise, or to enforce compliance with or specific performance of the terms and conditions of this Declaration, each Owner agrees to pay (and agrees that the lien may include) reasonable attorneys' fees and costs, including the costs and expenses for any lien releases, in addition to any other relief or remedy obtained against such Owner. The Board or its authorized representative may enforce the obligations of the Owners to pay such Assessments by commencement and maintenance of a suit at law or in equity, or the Board may exercise the power of foreclosure and sale pursuant to this Section to enforce the liens created pursuant to this Section. A suit to recover a money judgment for an unpaid Assessment shall be maintainable without foreclosing or waiving the lien hereinafter provided.

Assessment Liens. There is hereby created a claim of lien with power of sale on each and every Condominium to secure payment of any and all Assessments levied against such Condominium pursuant to this Declaration together with interest thereon at the maximum rate permitted by law and all costs of collection which may be paid or incurred by the Association making the Assessment in connection therewith, including reasonable attorneys' fees. All sums

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assessed in accordance with the provisions of this Declaration shall constitute a lien on such respective Condominium upon recordation of claim of lien with the Blaine County Recorder, which claim of lien shall be the "notice of assessment" described in the Condominium Act. Each delinquency shall constitute a separate basis for a claim of lien, but any number of defaults may be included within a single claim of lien. Such claim of lien may be foreclosed in any manner permitted by Applicable Law. Upon payment of such lien in full, the Association shall prepare and record a release of such claim of lien.

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

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

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

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

SECTION 11 RIGHTS TO COMMON AREAS

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

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

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

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

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

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

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

SECTION 12 MECHANIC'S LIEN RIGHTS

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

SECTION 13 INSURANCE

Types of Insurance. The Association shall obtain and keep in full force and effect at all times such bonds and insurance as may be required by Applicable Law and such further insurance as the Board deems necessary or prudent, including casualty insurance for any property or

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improvements owned or maintained by the Association, public liability insurance related to the Association's operations and the use of the Common Area, directors and officers liability coverage, automobile insurance, worker's compensation insurance and fidelity bonds. Unless otherwise authorized by the Board, the Association shall procure at least the following insurance policies to the extent such policies are available on commercially reasonable terms:

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

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

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

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

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

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

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

Insurance Proceeds. The Association shall receive the proceeds of any casualty insurance payments received under policies obtained and maintained pursuant to this Section and as provided in Section 14 hereof. In the event: (a) Owners representing eighty percent (80%) or more of the total voting power in the Association; and (b) more than fifty percent (50%) of all first priority Mortgagees elect not to rebuild the Project, the insurance proceeds shall be distributed to the Owners based on the ownership percentage of each Owner at the time of the casualty.

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

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maintained by the Association for the benefit of all Unit Owners; and (c) provide that the insurer waives any and all rights of subrogation as against the Association, the Grantor, each other Owner.

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

SECTION 14 CASUALTY, DAMAGE OR DESTRUCTION

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

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

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

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

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

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

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

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

SECTION 15 CONDEMNATION

Consequences of Condemnation. If at any time or times during the continuance of the condominium ownership regime pursuant to this Declaration, all or any part of the Project shall be

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taken or condemned by any public authority or sold or otherwise disposed of in lieu of or in avoidance thereof, the following provisions of this Section shall apply.

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

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

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

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

15.4.1 Allocation to Common Area. The total amount allocated to taking of or injury to the Common Area shall be apportioned among the Owners in the same proportions as their share of the Common Area as provided in Exhibit D;

15.4.2 Allocation to Condominiums. The total amount allocated to severance damages shall be apportioned to those Condominiums which were taken or condemned as follows: (a) the respective amounts allocated to the taking of or injury to a particular Unit and/or improvements an Owner has made within the Owner's own Unit shall be apportioned to the particular Unit involved; and (b) the total amount allocated to consequential damages and any other takings or injuries shall be apportioned as the Board, in its reasonable opinion, determines to be equitable in the circumstances. If an allocation of the Condemnation Award is already established in negotiation, judicial decree, or otherwise, then in allocating the Condemnation Award the Association shall employ such allocation to the extent it is relevant and applicable.

Reorganization. In the event a partial taking results in the taking of a complete Unit, then, upon the distribution of such Owner's apportioned proceeds, the Owner thereof automatically shall cease to be a member of the Association. Thereafter the Association shall re-allocate the ownership, voting rights and assessment ratio determined in accordance with this Declaration according to the same principles employed in this Declaration at its inception and shall submit such re-allocation to the remaining Owners for approval and amendment of this Declaration as provided in Section 20.1 hereof.

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Reconstruction and Repair. Any reconstruction and repair necessitated by condemnation shall be governed by the procedures specified in Section 14 above.

SECTION 16 DISCLAIMERS, WAIVERS, AND ACKNOWLEDGMENTS

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

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

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

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

16.1.4 That construction and installation of improvements by Grantor or other Owners, or third parties, may involve the operation of noisy equipment, generate dust, and may impair or eliminate the view, if any, of or from any Unit and/or Common Areas; and each Owner hereby waives and releases Grantor from any and all claims arising from or relating to such construction and installation, view impairment or elimination including but not limited to, any claims for nuisance or health hazards;

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

16.1.6 That creation of the Project shall not create any presumption, or duty whatsoever of Grantor with regard to security or protection of Person or property within or

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adjacent to the Project; and each Owner hereby waives and releases Grantor from any and all claims arising from or related to such security or protection, or lack thereof.

SECTION 17 RESOLUTION OF DISPUTES

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

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

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

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

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

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

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

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

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

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Dispute Resolution.

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

17.3.2 Dispute Resolution. If the Bound Parties to a Claim are unable to resolve the Claim through direct discussions within a reasonable time, either Bound Party may submit the Claim to the Board for assistance in resolving the Claim. In such event, the Board may, by notice to each Bound Party to the Claim within thirty (30) days of its receipt of a request for assistance:

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

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

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

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

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

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

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

SECTION 18 INITIAL DEVELOPMENT PERIOD

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

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

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

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

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

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

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

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

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

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

SECTION 19 TERM

The easements created by this Declaration shall be perpetual, subject only to extinguishment by the holders of such easements as provided by Applicable Law. The remainder of this Declaration shall for a period of thirty (30) years commencing on the Effective Date, unless earlier amended or terminated in accordance with Section 20.1, and thereafter shall be automatically extended for successive periods of ten (10) years each, unless earlier amended or terminated in accordance with Section 20.1.

SECTION 20 MISCELLANEOUS

Amendment.

20.1.1 Amendment. During the Initial Development Period, Grantor shall have the exclusive right to amend or terminate this Declaration by executing a written instrument setting forth such amendment or termination and the same shall be effective upon the recordation thereof with the Blaine County Recorder's Office. After the expiration of the Initial Development Period, any amendment to this Declaration or termination hereof shall be by a written instrument setting forth such amendment or termination, signed and acknowledged by the president and secretary of

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the Association certifying and attesting that such amendment or termination has been approved by the vote or written consent of Members representing more than sixty-five percent (65%) of the total voting power in the Association, and the same shall be effective upon the recordation thereof with the Blaine County Recorder's Office.

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

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

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

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

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

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

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

Enforcement and Non-Waiver.

20.3.1 Right of Enforcement. Except as otherwise provided herein, any Owner, the Association, and Grantor shall each have the right to enforce any or all of the provisions of this Declaration against any Condominium or any part or portion of the Project and against the Owners thereof. The failure of any Owner or Occupant to comply with Applicable Law pertaining to the ownership, use, or occupancy of any Condominium or other portion of the Project, or to comply with any provision of the Condominium Documents, is hereby declared a nuisance and gives rise to a cause of action (subject to Section 17) in Grantor, the Association (on its own and/or on behalf of any consenting Owners) and any affected Owner for recovery of damages or for negative or

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affirmative injunctive relief or both enforce the provisions hereof only as set forth in this Declaration. Each remedy provided herein is cumulative and not exclusive. If any party initiates or defends any legal action or proceeding to interpret or enforce any of the terms of this Declaration, the substantially prevailing party shall be entitled to recover any costs and attorneys' fees reasonably incurred therein

20.3.2 Non-Waiver. Failure of the Grantor or the Board to insist upon strict compliance with this Declaration or other Condominium Documents, or to exercise any right contained in such documents, or to serve any notice or to institute any action, shall not be construed as a waiver or a relinquishment of the right to insist on compliance in the future with any term, covenant, condition or restriction. The receipt by the Board of payment of an Assessment from an Owner, with knowledge of a breach by the Owner, shall not be a waiver of the breach. No waiver by the Board of any requirement shall be effective unless expressed in writing and signed for by the Board.

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

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

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

20.5.2 Restrictions Severable. Notwithstanding the provisions of the foregoing Section 20.5.1, each of the provisions of this Declaration shall be deemed independent and severable, and the invalidity or partial invalidity of any provision or portion thereof shall not affect the validity or enforceability of any other provision herein.

20.5.3 Singular Includes Plural. Unless the context requires a contrary construction, the singular shall include the plural and the plural the singular; and the masculine,

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feminine or neuter shall each include the masculine, feminine and neuter. As used herein, the word "including" shall be deemed to be followed by "but not limited to" unless otherwise indicated.

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

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

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

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

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

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

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IN WITNESS WHEREOF, Grantor has executed this Declaration effective as of the Effective Date.

GRANTOR:

Sundance R3 Devco LLC,
an Idaho limited liability company

By: _____
Name: _____
Its: _____

STATE OF _____)
) ss.
County of _____)

This record was acknowledged before me on _____, 202_, by _____ _____, as [manager/member] of Sundance R3 Devco LLC.

_____
Notary Public for _____
Residing at: _____
My commission expires: _____

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The undersigned, holder of a recorded security interest in the Property, hereby consents to the recordation of the Plat and this Declaration.

_____ **Bank,**
a national banking association

By: _____
Name: _____
Its: _____

STATE OF _____)
) ss.
County of _____)

This record was acknowledged before me on _____, 2021, by _____ _____, as [capacity] of [Bank Name].

_____
Notary Public for _____
Residing at:_____
My commission expires: _____

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EXHIBIT A

Legal Description of the Property

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EXHIBIT B

Plat of The Bitterroot

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EXHIBIT C

Articles of Incorporation

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EXHIBIT D

Proportionate Interest in Common Area

Unit #	S.F.	% Ownership in Common Area
Unit 1	3,552	33.33%
Unit 2	3,650	33.33%
Unit 3	4,220	33.33%
Total	**11,422**	**100.00%**

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Attachment E

Staff Analysis

Attachment E1

Zoning and Dimensional Standards Evaluation

STAFF ANALYSIS
ZONING AND DIMENSIONAL STANDARDS EVALUATION

17.12.020 – District Use Matrix	Conformance
Zone District: Mixed-Use Subdistrict of the Community Core (CC-2)	YES
Staff Analysis: The project proposes to develop 3 new multiple-family dwelling units, which are permitted in the CC-2 Zone pursuant to KMC §17.12.020.	

17.12.040 – Dimensional Standards CC District Matrix	Conformance
Minimum Lot Size	YES
Staff Analysis: Required 5,500 square feet Existing Lot Area City of Ketchum: 14,734 square feet City of Sun Valley: 2,067 square feet Total Parcel Area: 16,801 square feet	

17.12.040 – Dimensional Standards CC District Matrix	Conformance
Minimum Building Setbacks	YES
Staff Analysis: Required Front and Street Side: 5′ average Interior Side: 0′ Rear Side Not Adjacent to An Alley: 0′ Proposed **The proposed building setbacks meet or exceed the minimum setback requirements for the CC-2 Zone.** Front (Spruce Ave/west): ranges from 0′ to 21′-2″ Side (north/interior): 6′-3″ Side (south/interior): 3′-7″ Rear (east/City of Sun Valley): 45′-4″	

17.12.040 – Dimensional Standards. CC District Matrix	Conformance
Maximum Building Heights	YES
Maximum Permitted *Building Height:* 42 feet *Non-habitable Structures Located on Building Rooftops*: 10 feet	

Perimeter Walls Enclosing Rooftop Deck and Structures: 4 feet above roof surface height. Perimeter roof top walls are required to be at least 75% transparent. *Rooftop Solar & Mechanical Equipment Above Roof Surface*: 5 feet **Proposed** *Building Height*: 41'-8" *Non-habitable Structures Located on Building Rooftops:* N/A *Perimeter Walls Enclosing Rooftop Deck and Structures*: N/A

17.124.040 – Floor Area Ratios and Community Housing	**Conformance**
An increased FAR may be permitted subject to design review approval provided that all conditions in KMC 17.124.040.B.2 are met.	YES
Required Permitted FAR: 1.0 Permitted FAR with Community Housing: 2.25 Floor area, gross (KMC §17.08.020): The sum of the horizontal area of the building measured along the outside walls of each floor of a building or portion of a building, including stair towers and elevators on the ground floor only, and 50 percent of atriums over 18 feet plate height, but not including basements, underground parking areas or open unenclosed decks. Parking areas covered by a roof or portion of the building and enclosed on three or more sides by building walls are included. Four parking stalls for developments on single Ketchum Town Site lots of 5,600 square feet in size or less are not included in the gross floor area calculation. **Proposed** Total Gross Floor Area: 14,594 square feet Total Lot Area: 16,801 square feet Proposed FAR: 0.89 (14,594 gross square feet/16,801 square feet) **The proposed floor area ratio of 0.89 complies with the maximum permitted FAR of 1.0.**	

17.124.180 Minimum Residential Densities and Commercial Requirements	**Conformance**
Ketchum Municipal Code 17.124.180.A. General requirements. New development projects or expansions of existing buildings that exceed a total floor area ratio (FAR) of 1.0 within Subdistrict 1 and Subdistrict 2 of the CC Zone District and 0.5 FAR in the T, T-3000, T-4000, and GR-H zone districts must provide a minimum number of residential units as follows:	N/A
Required: Pursuant to KMC §17.124.180.A, the minimum residential density and commercial requirements apply only to new development projects or additions that exceed a floor area ratio of 1.0 within the CC-1 and CC-2 Zone Districts. Because the proposed project has a floor area ratio of 0.89, these requirements do not apply.	

17.04.030 – No Net Loss of Dwelling Units	Conformance
Ketchum Municipal Code §17.04.030.D. Applications: no net loss of units: Development of property, in any zone district, may not result in the net loss of dwelling units. Total number of dwelling units shall be calculated including all listed or defined dwelling unit uses and terms in this Code such as, but not limited to, "dwelling, one-family", "dwelling, multi-family", "dwelling unit, accessory", and "work/live unit".	YES
Existing The property is developed with an existing commercial building and contains no dwelling units. Proposed The project will construct three new multifamily dwelling units.	

17.125.030 - Off Street Parking and Loading **17.125.040 – Off Street Parking and Loading Calculations** **17.125.050 – CC 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
Required 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 Project Parking Demand Unit 1: 3,770 square feet—2 parking spaces required Unit 2: 3,725 square feet—2 parking spaces required Unit 3: 4,221 square feet—2 parking spaces required *Total Parking Demand*: 6 Parking Spaces Proposed The underground parking garage provides a total of eight parking spaces, including a private enclosed two-car garage for each of the three residential units (six spaces total) and two additional guest parking spaces.	

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
Staff Analysis Required	

1 bike rack, accommodating at least two bicycles, is required for every four parking spaces required by the proposed use.

6 parking spaces are required for the proposed housing development—2 bike racks are required based on the project parking demand.
Note: Per KMC §17.125.060.C, "When measurements of the number of required spaces result in fractions, any fraction equal to or greater than one-half shall be rounded up to the next highest whole number."

Proposed
The project provides four bicycle racks with capacity for eight bicycles, including two within the publicly accessible plaza and two within the Spruce Avenue public right-of-way adjacent to the proposed street bench. **The project exceeds the minimum bicycle parking requirement.**

17.127 – Signage	**Conformance**
Master Signage Plan for New Construction	N/A
Analysis: Pursuant to KMC §17.127.030.B, a master signage plan is required for new multi-tenant buildings. The applicant has indicated that no building identification, tenant, directional, or advisory signage is proposed. The only proposed signage consists of required building address numbers. Accordingly, a master signage plan is not required as part of this application.	

17.132 – Dark Skies	**Conformance**
Compliance with Section 17.132 – Dark Skies.	YES
Analysis: Exterior lighting is shown on Sheets E1.1 through E1.6. Proposed fixtures include Lumien recessed square lights and Hinkley round and rectangular deck sconces. Pursuant to KMC §17.132.030, exterior lighting shall utilize light sources with a correlated color temperature not exceeding 2,700 Kelvin. All proposed fixtures have a color temperature of 2,700K and therefore comply with this standard.	

Attachment E2

Design Review

Standards Evaluation

STAFF ANALYSIS
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 #3
Analysis: The subject property occupies the northeast corner of East 2nd Street and North Spruce Avenue, where East 2nd Street transitions into North Spruce Avenue through a continuous curb return. Vehicular access to the development is provided from an existing curb cut along North Spruce Avenue, providing a direct connection to the City's existing street network. The Public Works Department and City Engineer have conducted a preliminary review of the proposed right-of-way improvements and determined that the project is capable of complying with applicable City engineering and public infrastructure standards. As reflected in Condition No. 3, prior to issuance of a building permit, the applicant shall submit final civil drawings prepared by an engineer licensed in the State of Idaho demonstrating compliance with all applicable City engineering, utility, and public infrastructure requirements. Subject to Condition No. 3, staff finds the proposal complies with this standard.	

17.96.060.A.2 - Streets	Conformance
All street designs shall be approved by the City Engineer.	YES Condition #3
Analysis: No new public streets are proposed as part of this development. The project includes improvements within the Spruce Avenue public right-of-way that are subject to review and approval by the City Engineer. As reflected in Condition No. 3, prior to issuance of a building permit, the applicant shall submit final civil drawings prepared by an engineer licensed in the State of Idaho demonstrating compliance with all applicable City engineering, utility, and public infrastructure requirements. Subject to Condition No. 3, staff finds the proposal complies with this standard.	

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 Condition #3
Analysis: The proposed development constitutes a substantial improvement within the CC-2 Zone, where sidewalks are required as part of new development. The project includes installation of a new eight-foot-wide public sidewalk along the Spruce Avenue frontage in accordance with City standards. The Public Works Department and City Engineer have conducted a preliminary review of the proposed sidewalk improvements and determined that the project is capable of complying with applicable City requirements. As reflected in Condition No. 3, final civil drawings demonstrating compliance with all applicable City engineering and public infrastructure standards shall be submitted for review and approval	

prior to issuance of a building permit. Subject to Condition No. 3, staff finds the proposal complies with this standard.

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 #3 & #4
Analysis: The project includes a new heated eight-foot-wide concrete sidewalk along the Spruce Avenue frontage. The Public Works Department, City Engineer, and Streets Department have conducted a preliminary review of the proposed sidewalk improvements and determined that the project is capable of complying with the City's right-of-way standards. As reflected in Condition No. 3, the applicant shall submit final civil drawings prepared by an engineer licensed in the State of Idaho demonstrating compliance with all applicable City engineering, utility, and public infrastructure requirements prior to issuance of a building permit. In addition, as reflected in Condition No. 4, the applicant shall obtain a Right-of-Way Encroachment Permit for the proposed sidewalk snowmelt system and demonstrate compliance with all applicable City requirements governing its installation, operation, and maintenance. Subject to Conditions Nos. 3 and 4, staff finds the proposal complies with this standard.	

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
Analysis: The project does not qualify for a sidewalk waiver under this standard. The proposed development constitutes a substantial improvement and includes construction of a new public sidewalk along the Spruce Avenue frontage. The applicant has not requested a waiver, and the City Engineer has not determined that a waiver is warranted based on the criteria set forth in KMC §17.96.060.B.3. Accordingly, this waiver provision is not applicable.	

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
Analysis: The project includes new sidewalk improvements extending the full length of the subject property's frontage along Spruce Avenue. Accordingly, the proposed sidewalk	

improvements satisfy the requirement that sidewalks be constructed along the full length of the property adjacent to a public street.

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 #3
Analysis: The proposed sidewalk provides a continuous pedestrian connection between the existing sidewalk along East 2nd Street and the new sidewalk along Spruce Avenue. As shown on Sheet C1.10, the applicant has revised the curb, gutter, and sidewalk improvements to provide an ADA-compliant transition to the existing paver pathway, including installation of a truncated dome detectable warning surface where required. The project further enhances pedestrian circulation by incorporating a publicly accessible plaza, street bench, bicycle parking, and direct pedestrian access to the building entrance from the public sidewalk. Subject to Condition No. 3, staff finds the proposal complies with this standard.	

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
Analysis: The applicant is proposing to construct the required sidewalk improvements and has not requested, nor has the City approved, an in-lieu cash contribution under this provision. Accordingly, this criterion is not applicable.	

17.96.060.C.1 - Drainage	Conformance
All stormwater shall be retained on site.	YES Condition #3
Analysis: As shown on Sheet C1.10, the proposed stormwater management system directs on-site runoff to a network of drywells and catch basins designed to retain stormwater on the subject property. The Public Works Department and City Engineer have conducted a preliminary review of the proposed drainage improvements and determined that the project is capable of complying with applicable City stormwater management standards. As reflected in Condition No. 3, the applicant shall submit final civil drawings prepared by an engineer licensed in the State of Idaho demonstrating compliance with all applicable City	

engineering, drainage, utility, and public infrastructure requirements prior to issuance of a building permit. Subject to Condition No. 3, staff finds the proposal complies with this standard.

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 #3

Analysis: The project includes drainage improvements extending along the subject property's frontage on Spruce Avenue and East 2nd Street. As shown on Sheet C1.10, the proposed improvements include curb and gutter, catch basins, drywells, and associated stormwater infrastructure designed to serve the development and adjacent public right-of-way. As reflected in Condition No. 3, the applicant shall submit final civil drawings prepared by an engineer licensed in the State of Idaho demonstrating compliance with all applicable City engineering, drainage, utility, and public infrastructure requirements prior to issuance of a building permit. Subject to Condition No. 3, staff finds the proposal complies with this standard.

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 #3

Analysis: The Public Works Department and City Engineer have conducted a preliminary review of the proposed drainage improvements and determined that the project is capable of complying with applicable City stormwater management standards. As reflected in Condition No. 3, final civil drawings shall be submitted for review and approval prior to issuance of a building permit. The City Engineer retains the authority to require additional drainage improvements, if necessary, based on the final engineering review and the site's unique characteristics. Subject to Condition No. 3, staff finds the proposal complies with this standard.

17.96.060.C.4 - Drainage	Conformance
Drainage facilities shall be constructed per City standards.	YES Condition #3

Analysis:
The proposed drainage facilities have undergone preliminary review by the Public Works Department and City Engineer and are capable of complying with applicable City standards. As reflected in Condition No. 3, final civil drawings demonstrating compliance with all applicable City engineering and public infrastructure requirements shall be submitted for review and approval prior to issuance of a building permit. Subject to Condition No. 3, staff finds the proposal complies with this standard.

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 Condition #3
Analysis: The project includes installation and relocation of utilities necessary to serve the proposed development. All costs associated with the design, installation, relocation, and connection of required utilities shall be the responsibility of the applicant. As reflected in Condition No. 3, final civil drawings demonstrating compliance with all applicable City engineering, utility, and public infrastructure requirements shall be submitted for review and approval prior to issuance of a building permit. Subject to Condition No. 3, staff finds the proposal complies with this standard.	

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 #6 & #7
Analysis: The project includes new underground utility infrastructure necessary to serve the proposed development, together with above-ground utility equipment, including an Idaho Power transformer, gas meter, and cable utility cabinet. The proposed transformer is located within the Spruce Avenue public right-of-way near the southeast corner of the site and is proposed to be screened with a decorative metal utility enclosure. As reflected in Conditions Nos. 6 and 7, the applicant shall relocate the gas meter and cable utility cabinet onto private property in locations screened from public view and revise the project plans to reflect the final approved location and configuration of the transformer and its screening in accordance with Idaho Power's clearance, access, and operational requirements. Subject to Conditions Nos. 6 and 7, staff finds the proposal complies with this standard.	

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
Analysis: This provision applies when extension of public utilities necessitates installation of new fiber optic conduit. The subject property is already served by existing fiber optic infrastructure, and no utility extension requiring installation of additional fiber optic conduit is proposed. Accordingly, this provision is not applicable.	

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.	See Staff Analysis

The proposed exterior material palette consists of Haydell Limestone, rough-sawn ThermoWood spruce siding, VMZinc Quartz-Zinc standing seam roofing, and blackened cold-rolled steel accents. The selected materials are high quality and reflect the natural colors and textures of the Wood River Valley, resulting in a palette that is generally compatible with the surrounding townscape and architectural character of downtown Ketchum.

As illustrated in the colored elevations, renderings, and material palette, the stone, wood, and zinc materials are composed primarily of muted earth tones and cool gray hues with similar color values. While this restrained palette contributes to a cohesive architectural expression, the limited contrast between the primary materials reduces the visual distinction between changes in building form and façade depth. As a result, the building does not fully emphasize its architectural articulation and material transitions.

Staff Recommendation: Staff recommends the Commission encourage the applicant to refine the exterior material and color palette to strengthen the architectural hierarchy of the building. This may include introducing greater tonal contrast or differentiation between primary and secondary façade materials to better express changes in building massing, emphasize architectural detailing, and enhance the pedestrian experience while maintaining compatibility with the surrounding townscape.

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
Analysis: The subject property does not contain any designated historic landmarks or identified cultural resources, nor has the existing building been recognized as a significant historical or cultural landmark by the City of Ketchum. Accordingly, this criterion is not applicable.	

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
Analysis: This criterion applies only to additions to existing buildings constructed prior to 1940. The proposed project consists of construction of a new multifamily residential building and does not involve an addition to an existing pre-1940 building. Accordingly, this criterion is not applicable.	

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

Analysis: The primary pedestrian entrance is prominently located adjacent to the publicly accessible plaza along the Spruce Avenue frontage, where it is clearly defined through generous glazing, architectural detailing, and a direct connection to the public sidewalk. A secondary pedestrian entrance is provided beneath the covered colonnade, further enhancing pedestrian access and building activation along Spruce Avenue. An interconnected network of on-site walkways and the publicly accessible plaza provide unobstructed pedestrian circulation between the public sidewalk and building entrances. The project creates a welcoming, pedestrian-oriented streetscape that clearly defines building access and reinforces the building's relationship to the public realm. Staff finds the proposal complies with this standard.

17.96.060.F.2 – Architectural	Conformance
The building character shall be clearly defined by use of architectural features.	See Staff Analysis
Analysis: The proposed building incorporates a contemporary mountain architectural vocabulary expressed through a combination of gabled roof forms, vertically proportioned windows, stone veneer, wood cladding, metal roofing, recessed balconies, and a covered colonnade. Together, these architectural elements establish a recognizable building character that is generally consistent with the intent of this standard. At the same time, staff finds that the architectural composition could be further refined to more clearly define the building's character and improve the overall composition. The third-floor massing and roof composition read as a continuous upper mass along the Spruce Avenue elevation, limiting façade articulation and increasing the perceived visual bulk of the building. In addition, the limited contrast between the primary exterior materials and the scale and prominence of the proposed chimney elements reduce the effectiveness of the architectural features in establishing a more distinct and articulated building character. On balance, staff finds that the proposal satisfies the minimum requirements of KMC §17.96.060.F.2. However, staff recommends that the Commission consider whether additional refinement of the roof composition, material palette, and chimney design would better achieve the intent of the Design Review Standards by creating a more clearly defined architectural character and reducing the perceived scale and mass of the building.	

17.96.060.F.3 – Architectural	Conformance
There shall be continuity of materials, colors and signing within the project.	YES
Analysis: The proposed development incorporates a cohesive architectural palette that is consistently applied throughout the project. Natural limestone, ThermoWood spruce cladding, quartz-zinc standing seam roofing, and blackened steel accents are repeated across the five residential buildings, creating continuity in materials, colors, and architectural detailing. The proposed materials and muted earth-tone color palette are inspired by the surrounding Wood River Valley landscape and establish a unified	

architectural identity for the development while remaining visually distinct from the existing white-painted historic residence, which is retained as a prominent feature of the site.

Staff finds the proposal satisfies the continuity requirements of KMC §17.96.060.F.3. While the project demonstrates a consistent application of materials and colors, staff notes that the similar tonal values of the wood cladding, stone veneer, and zinc roofing reduce the visual contrast between primary façade materials. Additional differentiation between these materials could further strengthen façade articulation and architectural character; however, this consideration relates to the level of visual interest achieved rather than the project's continuity of materials and colors.

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

Analysis: The proposal satisfies this standard. The landscape design has been carefully integrated with the project's architectural character through the use of complementary materials, colors, textures, and site features. Natural limestone retaining and planter walls, concrete pavers, ornamental metal fencing, and wood screening elements reflect and reinforce the primary building materials and architectural palette. Site furnishings, including benches, bicycle parking, lighting, and other pedestrian amenities, are incorporated as coordinated design elements that complement the overall development.

The landscape plan emphasizes native and climate-appropriate plant materials, including deciduous shade trees, ornamental grasses, shrubs, and perennial groundcovers that provide seasonal interest while softening building edges and enhancing the pedestrian environment. Along the Spruce Avenue frontage, street trees, planter walls, seating areas, and decorative paving contribute to a cohesive streetscape that integrates the development with the public realm. On the eastern hillside, terraced landscape areas, natural stone retaining walls, and native plantings respond to existing topography while visually transitioning the building into the surrounding landscape.

Collectively, the proposed accessory structures, walls, fencing, hardscape improvements, and landscape features are consistently designed to complement the principal buildings and establish a unified architectural composition. Staff finds the proposal complies with KMC §17.96.060.F.4.

17.96.060.F.5 – Architectural	Conformance
Building walls shall provide undulation/relief, thus reducing the appearance of bulk and flatness.	See Staff Analysis

Analysis:
The proposed building incorporates several architectural elements intended to provide variation and visual interest, including changes in wall planes, projecting bays, balconies,

recessed entries, varied roof forms, material transitions, and extensive glazing. These features introduce articulation across the building façades and reduce the appearance of uninterrupted wall surfaces.

However, staff finds that opportunities remain to further reduce the perceived bulk and flatness of the building, particularly along the Spruce Avenue frontage. The third floor is accommodated within a continuous roof form, with projecting bay elements extending above the primary roof plane. As a result, the upper portion of the building reads as a relatively continuous mass rather than a series of distinct architectural elements, limiting the degree of visual relief provided by the roof composition.

In addition, the proposed exterior material palette relies primarily on stone, ThermoWood spruce siding, and gray zinc standing-seam roofing with relatively similar tones and values. While the materials are complementary, the limited contrast between them reduces the ability of material transitions to articulate the façades and visually break down the overall building mass. Staff also notes that the chimney elements are visually prominent and could benefit from additional articulation or refinement to better integrate with the overall composition.

Collectively, these design characteristics result in a building that, while incorporating architectural articulation, does not fully achieve the intent of KMC §17.96.060.F.5 to reduce the appearance of bulk and flatness. Staff recommends that the Commission consider whether additional refinement to the roof composition, material palette, and chimney design would better satisfy this standard.

17.96.060.F.6 – Architectural	Conformance
Building(s) shall orient toward their primary street frontage.	YES
Analysis: The proposed building is oriented toward its primary street frontage along Spruce Avenue. The principal entrance and primary façade face Spruce Avenue and are reinforced by the proposed streetscape improvements, including the widened sidewalk, street trees, landscaping, and pedestrian amenities. Architectural elements, including extensive glazing, recessed entries, and the colonnade, establish a strong relationship between the building and the public realm while maintaining a clear street presence. Accordingly, staff finds the proposal complies with the intent of KMC §17.96.060.F.6.	

17.96.060.F.7 – Architectural	Conformance
Garbage storage areas and satellite receivers shall be screened from public view and located off alleys.	YES
Analysis: The project provides a dedicated, fully enclosed garbage and recycling room within the underground parking garage. The refuse storage area is located entirely within the building envelope and is fully screened from public view. As shown on the basement	

floor plan, the garbage room is located adjacent to the parking garage entrance, allowing refuse and recycling containers to be transported to the street level for collection without requiring permanent outdoor storage.

The applicant submitted a service letter from Clear Creek Disposal confirming that refuse and recycling collection can be accommodated using the proposed collection method. The letter states that containers will be stored within the enclosed garbage room, transported to the street level by building staff on collection days, and serviced twice weekly without significantly disrupting traffic operations. Staff finds the proposed refuse storage and collection system complies with KMC §17.96.060.F.7.

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

Analysis: The proposed building has been designed to minimize the potential for snow and ice to fall onto pedestrian areas and adjacent properties. The applicant has incorporated snow retention devices on the upper roof surfaces to prevent uncontrolled snow shedding. Along the Spruce Avenue frontage, the upper roof is stepped back from the primary pedestrian circulation area, and any snow that may extend beyond the snow retention system would be directed onto the second-floor decks below rather than onto the public sidewalk or pedestrian plaza.

In addition, the primary gabled roof over the main pedestrian entrance is oriented to direct snow away from the publicly accessible plaza and principal pedestrian circulation areas. Covered entry features and the building's roof configuration further contribute to protecting pedestrians from snow and water runoff. Staff finds the proposed roof design incorporates appropriate weather protection measures and complies with the intent of KMC §17.96.060.F.8.

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

Analysis: The proposal provides a well-integrated pedestrian and bicycle circulation system that connects directly to the existing public sidewalk network along Spruce Avenue and East 2nd Street. New sidewalks, accessible walkways, and the publicly accessible plaza establish direct pedestrian connections between the public right-of-way and the building entrances while enhancing connectivity through the site. The proposed streetscape improvements, including widened sidewalks, street trees, seating, bicycle parking, and upgraded pedestrian

amenities, further strengthen the pedestrian environment and improve access along the project's primary street frontage.

The project provides bicycle parking in excess of the minimum code requirement, including bicycle racks located within the publicly accessible plaza and along the Spruce Avenue public right-of-way adjacent to the proposed street bench. No existing or planned equestrian facilities or pathway easements are located adjacent to the site. Staff finds the proposal provides appropriate pedestrian and bicycle connectivity and complies with the intent of KMC §17.96.060.G.1.

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.	N/A

Analysis: This criterion applies only to awnings that project into the public right-of-way over a public sidewalk. The proposed building does not include any awnings or similar architectural projections extending beyond the property line into the public right-of-way. Accordingly, this criterion is not applicable.

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 #3

Analysis: The proposed circulation system is designed to safely accommodate vehicle, pedestrian, and bicycle movements both within the site and at its connection to the surrounding public street network. Vehicular access is provided through a single driveway from Spruce Avenue that serves the underground parking garage, minimizing potential conflicts with pedestrians and preserving an active streetscape along the primary frontage. The garage entrance is configured to provide adequate maneuvering space and safe ingress and egress.

Pedestrian circulation is clearly separated from vehicular movements through the use of continuous sidewalks, accessible walkways, the publicly accessible plaza, and designated building entrances along Spruce Avenue. The proposed streetscape improvements, including widened sidewalks, bicycle parking, seating, landscaping, and street trees, further enhance pedestrian and bicycle circulation adjacent to the site. The Public Works Department and City Engineer have completed a preliminary review of the proposed circulation and right-of-way improvements and determined that the project is capable of complying with applicable City engineering and transportation standards. No equestrian facilities are located adjacent to the site or are affected by the proposed development.

Subject to Condition No. 3 requiring final engineering review and approval of all right-of-way improvements, staff finds the proposal complies with the intent of KMC §17.96.060.G.3.

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.	YES Condition #3
Analysis: The project provides a single vehicular access point to the underground parking garage from Spruce Avenue. The driveway entrance is located along the property's Spruce Avenue frontage where East 2nd Street transitions into Spruce Avenue through a continuous curb return. The Public Works Department and City Engineer have conducted a preliminary review of the proposed driveway configuration and determined that it is capable of complying with applicable City engineering and access management standards. Final driveway geometry and all associated right-of-way improvements shall be verified through the final civil engineering review required by Condition No. 3 prior to issuance of a building permit. Subject to Condition No. 3, staff finds the proposal complies with KMC §17.96.060.G.4.	

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 Condition #3
Analysis: The proposed development has been designed to provide unobstructed access for emergency response, refuse collection, snow removal, and other service vehicles. Vehicular access to the underground parking garage is provided from Spruce Avenue, and the project includes the necessary driveway, maneuvering areas, and circulation to accommodate emergency and service vehicle access. Refuse and recycling containers will be stored within an enclosed garbage room and transported to the street level for collection, eliminating the need for service vehicles to enter the site. The Public Works Department, City Engineer, Streets Department, Ketchum Fire Department, and Clear Creek Disposal have completed a preliminary review of the project and determined that the proposed circulation and access are capable of accommodating the anticipated service and emergency vehicle operations. Subject to Condition No. 3 requiring final engineering review and approval of all right-of-way improvements, staff finds the proposal complies with KMC §17.96.060.G.5.	

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
Analysis: KMC §17.96.060.H.1 requires on-site snow storage areas equal to at least 30 percent of the improved parking and pedestrian circulation areas unless an alternative method of snow management is approved. The project incorporates heated sidewalks, pedestrian circulation areas, and the underground parking garage access in lieu of on-site snow storage. Pursuant to KMC §17.96.060.H.4, heated parking and pedestrian circulation areas may be provided as an alternative to the required snow storage areas. Accordingly, the on-site snow storage requirement is not applicable to the proposed development.	

17.96.060.H.2 – Snow Storage	Conformance
Snow storage areas shall be provided on site.	N/A
Analysis: KMC §17.96.060.H.2 generally requires snow storage areas to be provided on site. The proposed development does not include designated on-site snow storage areas because all parking and pedestrian circulation areas are served by a heated snowmelt system. Pursuant to KMC §17.96.060.H.4, heated parking and pedestrian circulation areas may be provided in lieu of on-site snow storage. Accordingly, the on-site snow storage requirement is not applicable to the proposed development.	

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
Analysis: This criterion establishes the minimum dimensional standards for designated on-site snow storage areas when such areas are required. Because the proposed development utilizes heated parking and pedestrian circulation areas in lieu of on-site snow storage pursuant to KMC §17.96.060.H.4, no designated snow storage areas are proposed. Accordingly, the minimum size and dimension requirements for snow storage areas are not applicable.	

17.96.060.H.4 – Snow Storage	Conformance
In lieu of providing snow storage areas, snowmelt and hauling of snow may be allowed.	YES Conditions #3 & #4
Pursuant to KMC §17.96.060.H.4, heated parking and pedestrian circulation areas may be provided in lieu of on-site snow storage. The proposed development incorporates a heated snowmelt system for the public sidewalk, pedestrian circulation areas, and driveway access in place of designated snow storage areas. The proposed snowmelt system is intended to maintain safe pedestrian and vehicular access while eliminating the need for on-site snow storage.	

The Public Works Department and City Engineer have completed a preliminary review of the proposed snowmelt system. Prior to issuance of a building permit, the applicant shall demonstrate compliance with all applicable City engineering standards and right-of-way requirements through Conditions of Approval Nos. 3 and 4. This includes submission of final engineering plans, snowmelt system specifications, energy demand calculations, and issuance of a Right-of-Way Encroachment Permit for the portions of the snowmelt system located within the public right-of-way. Subject to Conditions of Approval Nos. 3 and 4, staff finds the proposal complies with KMC §17.96.060.H.4.

17.96.060.I.1 – Landscaping	Conformance
Landscaping is required for all projects.	YES
Analysis: The project includes a comprehensive landscape plan prepared by a licensed landscape architect that incorporates landscaping throughout the development. Proposed improvements include street trees, ornamental trees, shrubs, native grasses, perennial plantings, landscaped planter beds, public plaza landscaping, and terrace plantings. Landscaping is integrated throughout the site to enhance the public realm, soften building edges, and complement the proposed architecture. Staff finds the proposal complies with KMC §17.96.060.I.1.	

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
Analysis: The proposed landscape design utilizes a diverse palette of plant materials selected to complement the site's microclimate, topography, and architectural character. The landscape plan incorporates deciduous shade trees, ornamental trees, drought-tolerant shrubs, native grasses, and perennial plantings that are appropriate for Ketchum's climate and growing conditions. The proposed materials reinforce the project's natural design palette while providing seasonal interest, softening the building mass, and enhancing the pedestrian experience along Spruce Avenue. The terraced landscape improvements along the eastern hillside respond to the site's existing topography and provide an appropriate transition between the development and the adjoining open space. Staff finds the proposed landscaping enhances and complements both the surrounding neighborhood and the community townscape in accordance with KMC §17.96.060.I.2.	

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
Analysis: The landscape plan specifies drought-tolerant trees, shrubs, grasses, and perennial plantings appropriate for the local climate. Native grasses are incorporated throughout the hillside restoration areas, and many of the proposed plant species are either	

native or well adapted to the Wood River Valley's semi-arid growing conditions. The irrigation plan provides a drip irrigation system with automatic underground controls to promote efficient water use while supporting long-term plant health. Staff finds the proposed landscape plan complies with the intent of KMC §17.96.060.I.3.

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

Analysis: The proposed landscaping provides substantial buffering between the building, adjacent public streets, and neighboring properties while creating an attractive and pedestrian-oriented streetscape. Along the Spruce Avenue frontage, street trees, planter beds, landscaped walls, and ornamental plantings soften the building façade, define pedestrian spaces, and enhance the publicly accessible plaza. Landscape improvements also screen utility infrastructure and integrate site furnishings, including seating areas and bicycle parking, into the overall site design.

Along the eastern portion of the property, terraced landscape areas, retaining walls, native grasses, shrubs, and trees provide a landscaped transition between the development and the adjoining Trail Creek hillside. Collectively, these landscape improvements establish functional buffers between land uses while creating high-quality public and private open spaces that complement the architecture and reinforce the project's relationship to the surrounding environment. Staff finds the proposal complies with KMC §17.96.060.I.4.

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 Condition #3

Analysis: The project provides a variety of pedestrian amenities integrated into the proposed streetscape and publicly accessible plaza along the Spruce Avenue frontage. As shown on the site and landscape plans, the proposal includes a public street bench within the Spruce Avenue right-of-way, additional seating within the publicly accessible plaza, bicycle parking, decorative paving, landscaped planter walls, street trees, pedestrian-scale lighting, and enhanced sidewalk improvements. Collectively, these amenities enhance the pedestrian experience, encourage public use of the streetscape and plaza, and contribute to the overall vitality of the public realm.

The Public Works Department and City Engineer have completed a preliminary review of the proposed public amenities and associated right-of-way improvements. Final design and

installation of all public amenities located within the public right-of-way shall be subject to review and approval by the Public Works Department through the final civil engineering review required by Condition of Approval No. 3. Staff finds the proposal complies with KMC §17.96.060.J.1.

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
Analysis: This criterion applies only when below-grade structures are proposed to encroach into required setbacks. The proposed underground parking garage, foundations, and other below-grade improvements are contained entirely within the allowable building envelope and do not encroach into any required setbacks. Accordingly, the provisions of KMC §17.96.060.K.1 are not applicable.	

17.96.060.K.2 – Underground Encroachments	Conformance
No below grade structure shall be permitted to encroach into the riparian setback.	N/A
Analysis: This criterion prohibits below-grade structures from encroaching into a riparian setback. The subject property is not located within a designated riparian setback, and no below-grade encroachments into a riparian setback are proposed. Accordingly, KMC §17.96.060.K.2 is not applicable.	

ANALYSIS 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 Condition #3
Analysis: The proposed development includes substantial streetscape improvements along the Spruce Avenue frontage, including new street trees, widened sidewalks, pedestrian seating, bicycle parking, landscaping, decorative paving, , and other associated public improvements. These improvements are integrated into the overall site design and are intended to enhance the pedestrian environment while complementing the surrounding streetscape. The Public Works Department and City Engineer have completed a preliminary review of the proposed street improvements and determined that they are capable of complying with applicable City standards. Pursuant to Condition of Approval No. 3, the applicant shall submit final civil drawings for review and approval by the Public Works	

Department, City Engineer, Streets Department, and Planning Department prior to issuance of a building permit. Subject to Condition No. 3, staff finds the proposal complies with KMC §17.96.070.A.1.

17.96.070.A.2 – Streets	Conformance
Street trees with a minimum caliper size of three inches, shall be placed in tree grates.	YES Condition #3
Analysis: The landscape plan proposes three (3) New Horizon elm street trees, each with a minimum caliper size of four (4) inches, along the Spruce Avenue frontage. The proposed trees exceed the minimum three-inch caliper requirement of KMC §17.96.070.A.2 and are shown within tree grates integrated into the public sidewalk. Final tree species, size, spacing, and installation details shall be reviewed and approved by the Public Works Department through the final civil engineering review required by Condition of Approval No. 3. Subject to Condition No. 3, staff finds the proposal complies with KMC §17.96.070.A.2.	

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
Analysis: This provision authorizes the Public Works Department to modify the street improvement requirements of KMC §17.96.070.A when warranted by site constraints. The applicant has not requested, and the Public Works Department has not approved, any modifications to the applicable street improvement standards. Accordingly, this provision is not applicable.	

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
Analysis: The proposed building incorporates architectural treatment on all façades visible from public streets and adjoining properties. The Spruce Avenue, East 2nd Street, and east-facing elevations include a consistent composition of stone veneer, ThermoWood spruce cladding, zinc standing seam roofing, extensive glazing, recessed balconies, projecting bays, and articulated wall planes that avoid the appearance of blank walls. Window openings, material transitions, and architectural detailing are distributed throughout the building to provide visual interest and maintain continuity across all elevations. The side and rear façades employ architectural elements, materials, colors, and detailing that are consistent with the primary street-facing elevations, resulting in a cohesive architectural composition on all sides of the building. While staff has identified opportunities to further refine the roof composition, exterior material contrast, and chimney	

articulation to reduce the perceived building mass, those considerations do not diminish the project's compliance with the requirement to provide consistent architectural treatment and avoid blank wall conditions. Staff finds the proposal complies with KMC §17.96.070.B.1.

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
Analysis: This criterion applies only to nonresidential portions of buildings that front a public street or pedestrian walkway. The proposed development consists entirely of residential dwelling units and associated residential common areas. No commercial or other nonresidential uses are proposed. Accordingly, the storefront window, transparent glazing, and planter requirements of KMC §17.96.070.B.2 are not applicable.	

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
Analysis: This criterion applies only to nonresidential building frontages and is intended to ensure that storefront windows remain visible from the public realm. The proposed development contains no nonresidential uses or commercial storefronts. Accordingly, KMC §17.96.070.B.3 is not applicable.	

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
Analysis: The proposed roofing design is generally compatible with the contemporary mountain architectural character of the building and incorporates quartz-zinc standing seam metal roofing throughout the development. The roofing material complements the project's overall palette of natural limestone, ThermoWood spruce cladding, and blackened steel accents, creating a cohesive architectural composition. The proposed roofing material has a matte finish and is not reflective, consistent with the requirements of KMC §17.96.070.B.4. While staff finds the proposed roofing material is appropriate, the overall roof composition presents opportunities for further refinement. The third floor is accommodated within a continuous roof form, with projecting bay elements extending above the primary roof plane. This configuration causes the upper portion of the building to read as a relatively continuous mass, limiting the degree to which the roof form reduces the perceived scale and bulk of the building. Staff also notes that additional articulation of the roof composition	

and chimney elements could further strengthen the building's architectural character and better achieve the intent of the Design Review Standards.

On balance, staff finds the proposed roofing forms and materials are compatible with the overall style and character of the building and comply with KMC §17.96.070.B.4. However, staff recommends that the Commission consider whether refinement of the roof composition would improve the overall architectural expression of the project.

17.96.070.B.5 - Architectural	Conformance
All pitched roofs shall be designed to sufficiently hold all snow with snow clips, gutters, and downspouts.	YES

Analysis: The proposed pitched roofs have been designed to manage snow accumulation and protect pedestrians from uncontrolled snow shedding. The architectural plans specify snow retention devices on the upper roof surfaces to retain snow and prevent it from sliding from the roof. In addition, the applicant has indicated that the primary gable roof over the main pedestrian entrance is oriented to direct snow away from the publicly accessible plaza and primary pedestrian circulation areas. The stepped roof configuration along the Spruce Avenue frontage further reduces the potential for snow to discharge onto the public sidewalk by directing any snow beyond the retention system onto the second-floor decks below.

The roof drainage system incorporates gutters and downspouts designed to collect and convey roof runoff in a controlled manner. Collectively, these features provide an integrated roof drainage and snow management system that is compatible with the building's architectural design and intended to protect pedestrians and adjacent properties. Staff finds the proposal complies with KMC §17.96.070.B.5.

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.	N/A

Analysis: This criterion applies only to roof overhangs that project over a public sidewalk within the public right-of-way. The proposed building has been designed so that all roof overhangs are contained entirely within the subject property and do not project over the public sidewalk or into the public right-of-way. Accordingly, Public Works Department approval of roof overhang encroachments is not required, and this criterion is not applicable.

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
Analysis: This criterion applies only to ground-floor front porches and stoops. The proposed development does not include ground-floor front porches or stoops; instead, pedestrian access is provided through the primary building entrances, covered colonnade, and the publicly accessible plaza along the Spruce Avenue frontage. Accordingly, the restrictions on enclosing front porches and stoops are not applicable to the proposed development.	

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 Conditions #6 & #7
Analysis: No roof-mounted mechanical or electrical equipment is proposed. Ground-mounted utility equipment associated with the development, including the proposed Idaho Power transformer, gas meter, and cable utility cabinet, has been incorporated into the site design. The transformer is proposed to be screened with a metal utility screen fence designed to complement the project's contemporary architectural character, while the gas meter and cable utility cabinet shall be relocated entirely onto private property in locations screened from public view. Pursuant to Conditions of Approval Nos. 6 and 7, the applicant shall revise the utility plans to relocate the gas meter and cable utility cabinet onto private property and shall revise the project plans to reflect the final approved location and screening of the Idaho Power transformer. The transformer screening shall comply with Idaho Power's clearance and operational requirements while remaining compatible with the overall building design. Subject to Conditions of Approval Nos. 6 and 7, staff finds the proposal complies with KMC §17.96.070.C.2.	

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

Analysis: The project provides a dedicated refuse and recycling room within the underground parking garage, where all solid waste and recycling containers will be stored entirely within the building envelope. The enclosed refuse storage area is fully screened from public view and is not located within the public right-of-way. No exterior trash enclosure, shipping area, or receiving area is proposed.

The applicant submitted a service letter from Clear Creek Disposal confirming that refuse and recycling collection can be accommodated using the proposed collection method. Containers will be transported from the enclosed refuse room to the street level by building staff on collection days and returned to the enclosed storage area following service. This approach eliminates the need for permanent outdoor refuse storage while maintaining efficient collection operations. Staff finds the proposal complies with KMC §17.96.070.C.1.

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

Analysis: During departmental review, staff requested that the applicant coordinate with the City Arborist to evaluate the existing trees proposed for removal and determine the number of trees qualifying as healthy and mature for mitigation purposes.

Following the City Arborist's site inspection, ten (10) existing trees were determined to require replacement. The revised landscape plan provides fourteen (14) new replacement trees, exceeding the minimum mitigation requirement established through the arborist review. The replacement trees are integrated throughout the site's landscape plan and contribute to the enhanced streetscape, publicly accessible plaza, and hillside landscape improvements. Staff finds the proposal complies with KMC §17.96.070.D.1.

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.	N/A

Analysis: This criterion applies to trees installed within courtyards, plazas, or pedestrian walkways where tree wells and tree grates are necessary to protect pedestrian circulation. The proposed landscape plan does not include trees installed within paved pedestrian walkways or tree wells requiring tree grates. Instead, the proposed trees are located within landscaped planter beds, tree lawns, and other planted landscape areas throughout the site, including the publicly accessible plaza. Accordingly, the tree grate requirement of KMC §17.96.070.D.2 is not applicable.

17.96.070.D.3 - Landscaping	Conformance
The City arborist shall approve all parking lot and replacement trees.	YES
Analysis: During departmental review, the applicant coordinated with the City Arborist to evaluate the existing trees proposed for removal and determine the required tree mitigation. Following the site inspection, the City Arborist determined that ten (10) existing healthy and mature trees required replacement. The revised landscape plan incorporates fourteen (14) replacement trees, exceeding the required mitigation. The proposed replacement tree species, sizes, and locations have been reviewed by the City Arborist and incorporated into the revised landscape plan. Staff finds the proposal complies with KMC §17.96.070.D.3.	

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
Analysis: This criterion applies only to surface parking lots. The proposed development provides all required vehicle parking within an underground parking garage accessed from Spruce Avenue. No surface parking lot is proposed. Accordingly, the requirements governing access to and screening of surface parking lots are not applicable.	

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
Analysis: This criterion establishes landscaping requirements for surface parking lots, including the provision of trees within landscaped planters, tree wells, or planter boxes. Because all project parking is located within an underground parking garage and no surface parking lot is proposed, these landscaping requirements are not applicable.	

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
Analysis: This criterion applies to landscaping within planters, planter boxes, and tree wells serving surface parking lots. The proposed development does not include a surface parking lot; therefore, no parking lot planter areas or tree wells are proposed. Accordingly, the requirements of KMC §17.96.070.E.3 are not applicable.	

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
Analysis: Pursuant to KMC §17.96.070.F.1, one bicycle rack capable of accommodating at least two bicycles is required for every four vehicle parking spaces required by the proposed use. The project requires six (6) vehicle parking spaces and therefore two (2) bicycle racks are required. The proposal provides four (4) bicycle racks with capacity for eight (8) bicycles, including two bicycle racks within the publicly accessible plaza and two bicycle racks within the Spruce Avenue public right-of-way adjacent to the proposed street bench. Accordingly, the project exceeds the minimum bicycle parking requirement and complies with KMC §17.96.070.F.1.	

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
Analysis: The bicycle parking requirement is based on six (6) required vehicle parking spaces, resulting in a requirement for two (2) bicycle racks. Because the calculation does not result in a fractional value, no rounding is necessary under KMC §17.96.070.F.2. The project provides four (4) bicycle racks, exceeding the minimum requirement.	

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
Analysis: The proposed bicycle racks are located within the publicly accessible plaza and along the Spruce Avenue frontage adjacent to the proposed street bench. These locations provide convenient, visible bicycle parking in close proximity to the primary pedestrian entrances and public plaza while maintaining unobstructed access from the public sidewalk. The bicycle racks are readily accessible without requiring users to traverse stairs or other physical barriers and are integrated into the project's overall pedestrian circulation system. Staff finds the proposal complies with KMC §17.96.070.F.3.	

Attachment E3

Preliminary Plat Requirements
&
Condominium Subdivision Standards Evaluation

STAFF ANALYSIS
PRELIMINARY PLAT REQUIREMENTS & CONDOMINIUM SUBDIVISION STANDARDS EVALUATION

Preliminary Plat Review Criteria (LDC §16.07.080.A.1.d)		
Land Development Code Section	**Preliminary Plat Review Criteria & Staff Analysis**	
16.07.080.A.1.d(1)(A)	**The Preliminary Plat is consistent with the Comprehensive Plan.**	Conformance YES
Staff Analysis	Unlike the Final Design Review application, which is evaluated under the 2014 Comprehensive Plan, the Condominium Subdivision Preliminary Plat is reviewed under the 2025 Comprehensive Plan and requires consideration of broader land use and community planning objectives in addition to compliance with the technical subdivision standards of the Land Development Code. As discussed in the Planning Context section, the 2025 Comprehensive Plan continues to support redevelopment, reinvestment, walkability, and high-quality urban design within the Community Core while placing greater emphasis on community housing, year-round economic resilience, retention of local-serving businesses and employment opportunities, and reinforcing downtown Ketchum as the City's primary commercial and civic center. The proposal advances several objectives of the 2025 Comprehensive Plan by reinvesting in an existing downtown property, providing three new residential ownership opportunities within walking distance of employment, parks, transit, and commercial services, and incorporating streetscape improvements that enhance the pedestrian environment and public realm. The proposal does not include community housing. Although it increases the City's housing inventory by adding three market-rate ownership units, it does not contribute to the Comprehensive Plan's objective of expanding community housing opportunities within the Community Core. The proposal also replaces an existing commercial building with a fully residential condominium development, eliminating existing commercial floor area and the employment opportunities historically associated with the site. As a result, the proposal presents a different relationship to Comprehensive Plan policies supporting commercial activity, active ground-floor uses, local-serving businesses, and a balanced mix of land uses within the Community Core. Staff's review indicates that the proposal complies with the applicable subdivision and development standards of the Land Development Code. The	

	principal remaining considerations relate to the proposal's consistency with the broader policy direction established by the 2025 Comprehensive Plan. In making its recommendation to the City Council, the Commission should weigh the proposal's contribution to downtown reinvestment, housing, and public realm improvements together with the Plan's increased emphasis on community housing, economic vitality, commercial activity, and employment within the Community Core.	
16.07.080.A.1.d(1)(B)	**The Preliminary Plat complies with the standards in Chapter 16.06, Subdivision.**	**Conformance** YES
Staff Analysis	Compliance with the applicable subdivision design and development standards of Chapter 16.06 is evaluated in Table 2 of this staff report. As discussed therein, the proposed Condominium Subdivision Preliminary Plat satisfies the applicable requirements for subdivision design, access, circulation, utilities, public infrastructure, and development standards. Subject to the recommended conditions of approval, staff finds the Preliminary Plat complies with Chapter 16.06 of the Land Development Code.	
16.07.080.A.1.d(1)(C)	**The Preliminary Plat complies with the applicable zoning district standards.**	**Conformance** YES
Staff Analysis	As evaluated in the Zoning and Dimensional Standards section of this report, the proposed condominium development complies with the applicable use, dimensional, parking, bicycle parking, landscaping, lighting, and other zoning standards for property located within the CC-2 (Mixed-Use Subdistrict of the Community Core) Zone District. Staff finds the Preliminary Plat complies with the applicable zoning district standards.	
16.07.080.A.1.d(1)(D)	**The Preliminary Plat complies with the use, dimensional, design, and development standards in this Code.**	**Conformance** YES
Staff Analysis	Staff has evaluated the proposed development for compliance with the applicable use, dimensional, design review, subdivision, and development standards of the Land Development Code. Subject to the recommended conditions of approval, the proposal complies with the applicable provisions of the Code governing the proposed condominium subdivision and associated residential development. Staff therefore finds the Preliminary Plat complies with the applicable use, dimensional, design, and development standards of the Land Development Code.	
16.07.080.A.1.d(1)(E)	**The Preliminary Plat provides a layout of lots, streets, blocks, driveways, utilities, drainage, and other public facilities and services designed to minimize the amount of disturbance to sensitive areas and/or community assets.**	**Conformance** YES
Staff Analysis	The proposed Condominium Subdivision Preliminary Plat retains the existing parcel configuration while creating separate condominium ownership interests within a single building. Vehicular access is provided from an existing curb cut on Spruce Avenue, with all required parking located within an underground parking garage. The proposal includes upgraded sidewalks, landscaping, utilities, drainage facilities, bicycle parking, street trees, and other public infrastructure improvements designed to integrate with the existing urban environment while minimizing disturbance to surrounding public facilities and community assets. Subject to final engineering	

	review and approval pursuant to the recommended conditions of approval, staff finds the Preliminary Plat complies with this criterion.	
16.07.080.A.1.d(1)(F)	**The Preliminary Plat provides evidence of public water and sewer system connections.**	Conformance YES Condition #3
Staff Analysis	The project is located within an area served by existing municipal water and wastewater infrastructure. The applicant has demonstrated that the proposed development will connect to the City's public water and sewer systems, and the Water Division and Wastewater Division have reviewed the proposal during departmental review. Final utility plans and connection details shall be submitted for review and approval with the building permit application pursuant to Condition No. 3. Subject to that condition, staff finds the Preliminary Plat provides adequate evidence of public water and sewer system connections.	
16.07.080.A.1.d(1)(G)	**The Preliminary Plat identifies and adequately mitigates known natural hazard areas.**	Conformance YES
Staff Analysis	The subject property is a previously developed urban infill site within the Community Core and is not located within identified flood hazard, riparian, avalanche, or other mapped natural hazard areas. The proposal incorporates engineered stormwater management, drainage improvements, and other public infrastructure designed to address site-specific conditions. Staff finds the Preliminary Plat adequately identifies and mitigates known natural hazards consistent with the requirements of the Land Development Code.	

Development and Design Standards (LDC §16.06.050)		
Land Development Code Section	**Development and Design Standards & Staff Analysis**	
16.06.050.A 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. Corner lots outside of the original Ketchum Townsite shall have a property line curve or corner of a minimum radius of 25 feet unless a longer radius is required to serve an existing or future use. 3. Side lot lines shall be within 20 degrees to a right angle or radial line to the street line. 4. Double frontage lots shall not be created. 5. Every lot in a subdivision shall have a minimum of 20 feet of frontage on a dedicated public street or legal access via an easement of 20 feet 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. 6. In the LR-1 District, the maximum density of a single development is one dwelling unit per acre of gross land area of less than 25 percent slope.	Conformance YES
Staff Analysis	Although the proposed Condominium Subdivision establishes separate ownership interests rather than creating new fee-simple lots, the Preliminary Plat must nevertheless comply with the applicable subdivision and zoning standards of the	

	Land Development Code. The proposed Condominium Subdivision Preliminary Plat does not create new lots or alter the existing parcel configuration. The development will remain on a single parcel within the CC-2 (Mixed-Use Subdistrict of the Community Core) Zone District, with individual ownership established through condominium interests rather than fee-simple lots. The existing parcel complies with the applicable zoning district requirements for lot size, dimensions, frontage, and orientation and provides adequate area to accommodate the proposed development, including required setbacks, access, utilities, parking, drainage, and other site improvements. The property has frontage along Spruce Avenue and is served by an existing public street. No double-frontage lots, irregular lot configurations, or subdivision design features requiring modification or exception are proposed. The property is not located within the LR-1 Zone District; therefore, the density provisions of KMC §16.06.050.A.6 are not applicable. Staff finds the proposed Condominium Subdivision Preliminary Plat complies with the applicable lot requirements of KMC §16.06.050.A.	
16.06.050.B **Building Envelopes**	1. **Building envelopes shall be shown on preliminary and Final Plats when a proposed subdivision includes lot(s):** a. **In whole or in part, within the floodplain;** b. **That contain land with a slope in excess of 25 percent, based upon natural contours; or** c. **Create corner lots at the intersection of two or more streets.** 2. **The building envelopes shall be located in a manner designed to promote orderly and logical development of structures, minimize congestion of structures, and provide open space and solar access for each lot and structure.** 3. **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.** 4. **Structures may only be built on buildable lots as defined in §16.08.020. Building envelopes shall be established outside of hillsides of 25 percent and greater and outside of the floodway. A Subdivision Exception to this standard may only be considered for the following:** a. **For parcels that are entirely within slopes of 25 percent or greater to create a reasonable building envelope, provided the Mountain Overlay District standards and all other City requirements are met.** b. **For small encroachments into or over isolated pockets of land with a slope of 25 percent or greater that are found to be in compliance with the purposes and standards of the Mountain Overlay District and this section.**	Conformance N/A
Staff Analysis	Building envelopes are required only for preliminary and final plats that create lots containing floodplain areas, slopes exceeding 25 percent, or corner lots at the	

	intersection of two or more streets. The proposed Condominium Subdivision Preliminary Plat does not create new fee-simple lots or modify the existing parcel configuration. The subject property is a previously developed urban infill site within the Community Core and is not located within a mapped floodplain or on slopes exceeding 25 percent. Accordingly, building envelopes are not required, and the provisions of KMC §16.06.050.B are not applicable.	
16.06.050.C **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 1,200 feet, nor less than 400 feet between the street intersections, and shall have sufficient depth to provide for two 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. Except in the original Ketchum Townsite, corner lots shall contain a building envelope outside of a 75-foot radius from the intersection of the streets.**	Conformance N/A
Staff Analysis	The block requirements of KMC §16.06.050.C are intended to govern the layout of new blocks created through traditional land subdivisions, including block length, width, configuration, and their relationship to streets, lots, and topography. The proposed Condominium Subdivision Preliminary Plat does not create new blocks, public streets, or fee-simple lots, nor does it alter the existing street network or parcel configuration. The project is located on a previously developed urban infill site within the original Ketchum Townsite, where the existing block pattern has already been established. Accordingly, the block requirements of KMC §16.06.050.C are not applicable.	
16.06.050.D **Street Improvement Requirements**	**1. The arrangement, character, extent, width, grade, and location of all streets put in the proposed subdivision 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 §16.04.020, *Access, Connectivity, and Circulation*, 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 City 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 and not more than seven percent so as to provide safe movement of traffic and emergency vehicles in all weather and to provide for adequate drainage and snow plowing;**	Conformance YES Condition #3

	6. In general, partial dedications shall not be permitted, however, the City 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 lots, a temporary turnaround easement shall be provided, and the easement shall revert to the adjacent lots when the street is extended; 8. Where any street deflects an angle of ten degrees or more, a connecting curve shall be required having a minimum centerline radius of 300 feet for arterial and collector streets, and 125 feet for minor streets; 9. Streets with centerline offsets of less than 125 feet shall be prohibited; 10. A tangent of at least 100 feet long shall be introduced between reverse curves on arterial and collector streets; 11. Proposed streets that 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 County Assessor's Office before submitting same to City Council for Preliminary Plat approval; 12. Street alignment design shall follow natural terrain contours to result in safe streets, usable lots, and minimum cuts and fills; 13. Street patterns of residential areas shall be designed to create areas free of through traffic, but readily accessible to adjacent collector and arterial streets; 14. 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; 15. Street lighting may be required consistent with adopted City standards and where designated shall be installed by the subdivider as a requirement improvement; 16. Private streets may be allowed upon recommendation by the Planning and Zoning Commission and approval by the City Council. Private streets shall be constructed to meet the design standards specified in §16.06.050.D.2, and §16.04.020, Access, Connectivity, and Circulation; 17. Street signs shall be installed by the subdivider as a required improvement of a type and design approved by the Streets	

	Department and shall be consistent with the type and design of existing street signs elsewhere in the city; 18. Whenever a proposed subdivision requires construction of a new bridge, or will create substantial additional traffic that 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 pursuant to adopted standard specifications; 19. Sidewalks, curbs, and gutters shall be a required improvement installed by the subdivider in compliance with adopted City standards; and 20. No new public or private streets or flag lots associated with a proposed subdivision are permitted to be developed on parcels within the Avalanche Overlay District.	
Staff Analysis	The proposed Condominium Subdivision Preliminary Plat utilizes the existing public street network and does not create or dedicate any new public or private streets. Vehicular access will continue to be provided from the existing curb cut on Spruce Avenue, and the project includes substantial frontage improvements, including new sidewalks, curb and gutter, street trees, landscaping, bicycle parking, pedestrian amenities, utilities, drainage facilities, and other public infrastructure improvements consistent with applicable City standards. The Public Works Department, City Engineer, Streets Department, Water Division, and Wastewater Division have completed a preliminary review of the proposed street and public infrastructure improvements. Pursuant to Condition of Approval No. 3, the applicant shall submit final civil drawings demonstrating compliance with all applicable City engineering, utility, drainage, and right-of-way standards prior to issuance of a building permit. Because the proposal does not establish new streets, modify the existing street network, create new blocks, dedicate additional street rights-of-way, construct bridges, or develop property within the Avalanche Overlay District, the remaining provisions of KMC §16.06.050.D governing the design of new subdivision streets are not applicable. Subject to Condition of Approval No. 3, staff finds the proposed Condominium Subdivision Preliminary Plat complies with the applicable street improvement requirements of KMC §16.06.050.D.	
16.06.050.E Alley Improvement Requirements	1. Alleys shall be provided in Mixed-Use districts. 2. The width of an alley shall be not less than 20 feet. 3. Alley intersections and sharp changes in alignment shall be avoided, but where necessary, corners shall be provided to permit safe vehicular movement. 4. Dead end alleys shall be permitted only within the original Ketchum Townsite and only after due consideration of the interests of the owners of property adjacent to the dead end alley including, but not limited to, the provision of fire protection, snow removal and trash collection services to such properties.	Conformance N/A

	5. Improvement of alleys shall be done by the subdivider as required improvement and in conformance with design standards specified in §16.06.050.D.2.	
Staff Analysis	The alley improvement requirements of KMC §16.06.050.E apply to subdivisions that are served by or adjacent to an alley. The proposed Condominium Subdivision Preliminary Plat neither creates nor modifies an alley, and the subject property is not adjacent to an alley. Accordingly, the alley design and improvement requirements of KMC §16.06.050.E are not applicable to this application.	
16.06.050.F Required Easements	Easements, as set forth in this section, 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 in width shall be required within the street right-of-way boundaries of all private streets. A public utility easement at least five feet 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 that border the Big Wood River, Trail Creek and Warm Springs Creek shall dedicate a ten-foot fish and nature study easement along the riverbank. Furthermore, the City 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 that runs through the proposed subdivision. 4. All subdivisions that border on the Big Wood River, Trail Creek and Warm Springs Creek shall dedicate a 25-foot 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	Conformance YES Condition #3

	easements shall be dedicated by the subdivider to provide an adequate nonvehicular transportation system throughout the city.	
Staff Analysis	The proposed Condominium Subdivision Preliminary Plat does not create new public streets, waterways, or irrigation facilities requiring the dedication of utility, drainage, scenic, fish and wildlife, or nonvehicular transportation easements. The subject property does not border the Big Wood River, Trail Creek, or Warm Springs Creek, and no watercourses, drainageways, or irrigation conveyances traverse the site. The project will be served by existing public utility infrastructure, and any utility easements determined necessary by the City Engineer or utility providers to serve the development shall be provided as part of the final engineering and platting process. Final utility plans and any required easements shall be reviewed and approved by the Public Works Department, City Engineer, Water Division, and Wastewater Division pursuant to Condition of Approval No. 3. Accordingly, staff finds the proposed Condominium Subdivision Preliminary Plat complies with the applicable easement requirements of KMC §16.06.050.F.	
16.06.050.G Sanitary Sewage Disposal Requirements	1. **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.** 2. **Construction plans and specifications for central sanitary sewer extension shall be prepared by the subdivider and approved by the City Engineer, City Council, and the Idaho Department of Health and Welfare prior to Final Plat approval.** 3. **In the event that the sanitary sewage system of a subdivision cannot connect to the existing public sewage system, alternative provisions for sewage disposal pursuant to the requirements of the Idaho Department of Health and Welfare 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 that it deems necessary to protect public health, safety, and welfare.**	Conformance YES Condition #3
Staff Analysis	The proposed Condominium Subdivision Preliminary Plat will be served by the existing City sanitary sewer system. The applicant has demonstrated that the development will connect to the municipal wastewater system, and the Wastewater Division has completed a preliminary review of the proposed utility improvements. Pursuant to Condition of Approval No. 3, the applicant shall submit final civil drawings and utility plans for review and approval by the Public Works Department, City Engineer, and Wastewater Division prior to issuance of a building permit. Subject to Condition of Approval No. 3 and all applicable City and State permitting requirements, staff finds the proposed Condominium Subdivision Preliminary Plat complies with the sanitary sewage disposal requirements of KMC §16.06.050.G.	
16.06.050.H Water System Improvements	1. **A central domestic water distribution system shall be installed in all subdivisions by the subdivider as a required improvement.** 2. **The subdivider shall also be required to locate and install an adequate number of fire hydrants within the proposed subdivision**	Conformance YES Condition #3

	according to specifications and requirements of the City under the supervision of the Fire Department and other regulatory agencies having jurisdiction. 3. 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. 4. All water systems shall be connected to the municipal water system and shall meet the standards of the following agencies: Idaho Department of Health and Welfare, Idaho Survey and Rating Bureau, District Sanitarian, Idaho State Public Utilities Commission, Idaho Department of Reclamation, and all requirements of the City.	
Staff Analysis	The proposed Condominium Subdivision Preliminary Plat will be served by the existing municipal water system. The project includes improvements to the public water infrastructure, including relocation of an existing fire hydrant and connection to the City's domestic water system. The Water Division has completed a preliminary review of the proposed utility improvements and determined they are capable of complying with applicable City standards. Pursuant to Condition of Approval No. 3, the applicant shall submit final civil drawings and utility plans for review and approval by the Public Works Department, City Engineer, Water Division, and Fire Department, as applicable, prior to issuance of a building permit. Final utility plans shall demonstrate adequate domestic water service, fire flow, fire hydrant placement, and compliance with all applicable City standards and agency requirements. Subject to Condition of Approval No. 3, staff finds the proposed Condominium Subdivision Preliminary Plat complies with the water system improvement requirements of KMC §16.06.050.H.	
16.06.050.I Planting Strip Improvements	1. Planting strips shall be required improvements to screen the view of incompatible features for the following: a. When a predominantly residential subdivision is proposed for land adjoining incompatible uses or features such as highways, railroads, commercial or LI districts or off-street parking areas; and b. b. Along the boundary line of lots adjacent to arterial streets or incompatible zoning districts. 2. 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; 3. All planting strips shall be located within an easement granted to the City and recorded in the office of the Blaine County Recorder prior to or in conjunction with recordation of the Final Plat. 4. The subdivider shall submit a landscaping plan for such planting strip with the Preliminary Plat application.	Conformance N/A
Staff Analysis	The planting strip requirements of KMC §16.06.050.I apply to subdivisions requiring perimeter landscape buffers, reserve planting strips controlling access to public streets, or planting strip easements associated with incompatible adjoining land uses. The proposed Condominium Subdivision Preliminary Plat does not create a	

	new residential subdivision adjacent to incompatible land uses, establish reserve planting strips, or require the dedication of planting strip easements. The project includes a comprehensive landscape plan incorporating street trees, landscaped planter beds, publicly accessible open space, and streetscape improvements; however, these improvements are reviewed under the applicable Design Review and landscaping standards of the Land Development Code rather than the planting strip requirements of KMC §16.06.050.I. Accordingly, the provisions of this section are not applicable to the proposed Condominium Subdivision Preliminary Plat.	
16.06.050.J **Cuts, Fills, and Grading Improvements**	1. **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.** 2. **Areas within a subdivision that 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.** 3. **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.** 4. **Fill areas shall be prepared by removing all organic material detrimental to proper compaction for soil stability.** 5. **Fills shall be compacted to at least 95 percent of maximum density as determined by AASHO T-99 (American Association of State Highway Officials) and ASTM D698 (American Standard Testing Methods).** 6. **Cut slopes shall be no steeper than two horizontal to one vertical (2:1). Subsurface drainage shall be provided as necessary for stability.** 7. **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 12 feet horizontally of the top and existing or planned cut slope.** 8. **Toes of cut and fill slopes shall be set back from property boundaries a distance of three feet, plus one-fifth of the height of the cut or the fill, but may not exceed a horizontal distance of ten feet; tops and toes of cut and fill slopes shall be set back from structures at a distance of at least six feet, plus one-fifth of the height of the cut or the fill. Additional setback distances shall be provided as necessary to accommodate drainage features and drainage structures.**	**Conformance** YES Condition #3
Staff Analysis	The proposed Condominium Subdivision Preliminary Plat is located on a previously developed urban infill site and includes grading associated with	

	construction of the underground parking garage, building foundations, utilities, drainage facilities, sidewalks, and other site improvements. The grading plan has been designed to accommodate the proposed development while integrating with the surrounding streets and existing grades. The Public Works Department and City Engineer have completed a preliminary review of the proposed grading and drainage improvements and determined they are capable of complying with applicable City standards. Pursuant to Condition of Approval No. 3, the applicant shall submit final civil drawings and grading plans prepared by an engineer licensed in the State of Idaho for review and approval prior to issuance of a building permit. Final plans shall demonstrate compliance with applicable grading, drainage, erosion control, slope stabilization, revegetation, and soil compaction requirements, as well as all applicable City engineering standards. The subject property does not contain significant natural slopes, geologic hazards, or other site constraints requiring allocation of open space under this section. Subject to Condition of Approval No. 3, staff finds the proposed Condominium Subdivision Preliminary Plat complies with the applicable cuts, fills, and grading improvement requirements of KMC §16.06.050.J.	
16.06.050.K Drainage Improvements	1. **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.** 2. **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.** 3. **An adequate storm and surface drainage system shall be a required improvement in all subdivisions and shall be installed by the subdivider.** 4. **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.**	**Conformance** YES Condition #3
Staff Analysis	The proposed Condominium Subdivision Preliminary Plat includes a comprehensive stormwater management system designed to accommodate runoff from the proposed development and associated public improvements. As shown on the preliminary civil plans, stormwater will be collected and conveyed through an integrated system of catch basins, roof drains, piping, and on-site drywells to retain stormwater on-site in accordance with applicable City requirements. The subject property does not contain a natural drainage course requiring dedication of a drainage easement or preservation under this section. The proposed drainage system has been reviewed preliminarily by the Public Works Department, City Engineer, and Streets Department and is capable of complying with applicable City standards.	

	Pursuant to Condition of Approval No. 3, the applicant shall submit final civil drawings demonstrating compliance with all applicable stormwater management, drainage, utility, and public infrastructure requirements, including final drainage calculations, roof drain locations and connections, drainage structures, and any required culverts or associated improvements. Subject to Condition of Approval No. 3, staff finds the proposed Condominium Subdivision Preliminary Plat complies with the applicable drainage improvement requirements of KMC §16.06.050.K.	
16.06.050.L 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.**	Conformance YES Condition #3
Staff Analysis	The proposed Condominium Subdivision Preliminary Plat will be served by existing municipal and franchise utility services, including water, wastewater, electricity, natural gas, telecommunications, and cable. The project proposes underground utility installations and associated utility improvements necessary to serve the development, including coordination with Idaho Power and other utility providers. The Public Works Department, City Engineer, Water Division, Wastewater Division, and applicable utility providers have completed a preliminary review of the proposed utility improvements. Pursuant to Condition of Approval No. 3, the applicant shall submit final civil drawings and utility plans prepared by an engineer licensed in the State of Idaho demonstrating compliance with all applicable City standards, utility provider requirements, and underground utility installation requirements prior to issuance of a building permit. The final utility plans shall also provide for the orderly extension and maintenance of utility services, as applicable. Subject to Condition of Approval No. 3, staff finds the proposed Condominium Subdivision Preliminary Plat complies with the utility improvement requirements of KMC §16.06.050.L.	
16.06.050.M Off-Site Improvements	**Where the off-site impact of a proposed subdivision is found by the Planning and Zoning Commission or City 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.**	Conformance YES Condition #3
Staff Analysis	The proposed Condominium Subdivision Preliminary Plat is located within the developed Community Core and is served by existing public streets, utilities, and municipal infrastructure. The project includes frontage improvements, sidewalks, streetscape enhancements, utility upgrades, and other public infrastructure improvements necessary to serve the development. The Public Works Department, City Engineer, Water Division, Wastewater Division, and Streets Department have completed a preliminary review of the proposal and have not identified the need for additional off-site transportation or utility capacity improvements beyond those incorporated into the project plans. Pursuant to Condition of Approval No. 3, the applicant shall submit final civil drawings demonstrating compliance with all applicable engineering and public infrastructure requirements prior to issuance of a building permit. Subject to	

	Condition of Approval No. 3, staff finds the proposed Condominium Subdivision Preliminary Plat will not create off-site impacts requiring additional roadway, bridge, intersection, water, wastewater, or other public facility improvements beyond those identified in the approved plans and therefore complies with KMC §16.06.050.M.	
16.06.050.N Avalanche and Mountain Overlay	**All improvements and subdivisions created pursuant to this chapter shall comply with Avalanche Overlay district and Mountain Overlay district requirements as set forth §16.02.060.D.**	Conformance N/A
Staff Analysis	KMC §16.06.050.N requires subdivisions located within the Avalanche Overlay District or Mountain Overlay District to comply with the applicable overlay district standards. The subject property is located within the CC-2 (Mixed-Use Subdistrict of the Community Core) Zone District and is not located within either the Avalanche Overlay District or the Mountain Overlay District. Accordingly, the overlay district requirements of KMC §16.06.050.N are not applicable to the proposed Condominium Subdivision Preliminary Plat.	
16.06.050.O Natural Feature Preservation	**1. Existing natural features that 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.** **2. Preserved natural features shall be located within an easement granted to the City and recorded in the office of the Blaine County Recorder prior to or in conjunction with recordation of the Final Plat.**	Conformance YES
Staff Analysis	The subject property is a previously developed urban infill site within the Community Core and does not contain significant natural features such as watercourses, rock outcroppings, or native shrub masses requiring preservation through subdivision design. Existing site vegetation was evaluated during departmental review in coordination with the City Arborist to identify healthy and mature trees suitable for preservation and determine the required tree mitigation. The proposed development preserves existing landscape features where practicable and incorporates a comprehensive landscape plan that includes replacement trees, street trees, native and drought-tolerant plantings, landscaped planter beds, and a publicly accessible plaza that enhances the site's urban character. The revised landscape plan provides fourteen (14) replacement trees, exceeding the mitigation required by the City Arborist. Because no natural features requiring permanent protection are proposed to be preserved through easement, no natural feature preservation easements are required. Staff finds the proposed Condominium Subdivision Preliminary Plat complies with the natural feature preservation requirements of KMC §16.06.050.O.	

Attachment F

Recommended

Conditions of Approval

THE BITTERROOT
RECOMMENDED CONDITIONS OF APPROVAL

Design Review

1. Development shall substantially conform to the plans and materials approved by the Planning and Zoning Commission on July 1, 2026, as included in Exhibit A, except as otherwise modified by these conditions of approval or subsequently approved by the Planning and Zoning Commission or Administrator in accordance with the Ketchum Municipal Code. Any proposed modifications shall comply with the applicable procedures for amendments to an approved Design Review application.
2. The Design Review approval is subject to Condominium Subdivision Preliminary Plat Application File No. P26-012.
3. Prior to issuance of a building permit, the applicant shall submit final civil drawings prepared by an engineer licensed in the State of Idaho demonstrating compliance with all applicable City engineering and public infrastructure requirements. The final civil drawings shall be subject to review and approval by the Public Works Department, City Engineer, Planning Department, Streets Department, Water Division, and Wastewater Division. At a minimum, the drawings shall include all required right-of-way improvements, sidewalks, alley improvements, utilities, grading, stormwater and drainage facilities (including roof drain locations and connections to the on-site stormwater management system), and other associated public infrastructure necessary to demonstrate compliance with applicable City standards.
4. Prior to issuance of a building permit, the applicant shall obtain a Right-of-Way Encroachment Permit for the proposed snowmelt system located within the public right-of-way. Compliance shall be demonstrated by submitting:
    - Snowmelt system specifications and construction details demonstrating compliance with applicable City standards;
    - Engineering or installation plans identifying the location, layout, and extent of the system within the public right-of-way;
    - Energy demand calculations for the proposed system; and
    - Payment of the applicable one-time right-of-way usage fee based on the total energy demand of the system.

    The applicant shall demonstrate compliance with all applicable City requirements governing the design, installation, operation, and maintenance of the snowmelt system prior to issuance of the Right-of-Way Encroachment Permit.
5. Prior to issuance of a building permit, the applicant shall revise the steel trellis planter located within the Spruce Avenue public right-of-way to provide and maintain a minimum unobstructed pedestrian clear width of six (6) feet between the relocated fire hydrant and the planter, subject to review and approval by the City Engineer. The planter, trellis, and associated creeping vines shall be included within the required Right-of-Way Encroachment Agreement for ongoing maintenance by the property owner.
6. Prior to issuance of a building permit, the applicant shall revise the utility plans to relocate the existing gas meter and cable utility cabinet entirely onto private property

in locations that are fully screened from public view. No portion of the utility equipment shall encroach into the Spruce Avenue public right-of-way unless otherwise specifically authorized by the City.

7. Prior to issuance of a building permit, the applicant shall revise the project plans to reflect the final approved location and configuration of the proposed Idaho Power transformer within the Spruce Avenue public right-of-way near the southeast corner of the site. The proposed metal utility screen fence shall comply with Idaho Power's required clearance, access, and operational standards. Installation of the transformer within the public right-of-way shall be subject to Idaho Power obtaining all required City right-of-way encroachment permits and approvals.
8. This Design Review approval shall remain valid for **twelve (12) months** from the date the Findings of Fact, Conclusions of Law, and Decision become effective, unless extended in accordance with former KMC §17.96.090.
9. The applicant shall comply with all applicable local, state, and federal laws, regulations, permits, and agency requirements. Compliance with these conditions of approval does not relieve the applicant of the responsibility to obtain any other permits or approvals required by law.

Condominium Subdivision Preliminary Plat

1. The Condominium Subdivision Preliminary Plat approval is subject to Design Review Application File No. P26-010.
2. The applicant shall demonstrate compliance with Chapter 16.07 of the Land Development Code by recording the Final Plat within **two (2) years** of City Council approval of the Preliminary Plat, unless an extension is granted in accordance with the Land Development Code. Failure to timely record the Final Plat shall cause the Preliminary Plat approval to become null and void.

Attachment G

Public Comment

Outlook

200 N Spruce

From Sanborn, Reid <reid.sanborn@evrealestate.com>
Date Mon 6/15/2026 2:39 PM
To Daniel Hollis <daniel@hp-architects.com>; Peter Seidner <peterjseidner@gmail.com>; Riley Buck <riley@pcgidaho.com>; Christian Thomas <christian@christianthomasinc.com>

Note from Jed and Alex below.

Reid

---------- Forwarded message ---------
From: **Jed Gray** <jed@svassociates.com>
Date: Mon, Jun 15, 2026 at 2:23 PM
Subject: RE: 200 N Spruce
To: Sanborn, Reid <reid.sanborn@evrealestate.com>, Alex Higgins <alex@svassociates.com>

Hello Reid, Alex and I want to thank you for the time you put in to bring us up to speed on your Bitterroot project. We both think it is a very attractive building and a pleasant change from a box type with seem to be the current trend in Ketchum. We appreciate that you have met with neighbors and adopted changes to try and accommodate their concerns. We will work with you as much as possible during the construction period and look forward to your completion of the project. Jed Gray

--
Thank you,

Reid Sanborn, MBA
Associate Broker & Partner

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FOR YOUR PROTECTION, due to the increased possibility of fraudulent interception of electronic communications, we recommend you verify wire instructions by phone prior to initiating wired funds. Do not use any contact details provided in the email you received for your verification.

A VILLAGE CHURCH FOR ALL
Saint THOMAS
EPISCOPAL CHURCH

May 12,2026
Via email

Daniel Hollis
Hollis Partners Architects
PO Box 1769
Sun Valley, Idaho 83353
daniel@hp-architects.com

Re: Bitterroot Square Project

Dear Mr. Hollis,

On Behalf of St. Thomas Episcopal Church, I would like to thank you for meeting with us on April 29 and sharing your latest designs for the Bitterroot Square Project. We are very pleased with the reduced mass of the project and especially with the thoughtful creation of the much larger landscape buffer between your project and our property. The sloped roofs and reducing the overall bulk have greatly enhanced the project and we feel that it will be an attractive addition to the neighborhood. We applaud the designers and owners for their restraint with this project.

Sincerely,

Jonah Kendall

Jonah Kendall, Rector
St. Thomas Episcopal Church
P.O. Box 1070
Sun Valley, ID 83353
jkendall@stthomassv.org

City of Ketchum
Planning & Building

STAFF REPORT
KETCHUM PLANNING AND ZONING COMMISSION
REGULAR MEETING OF JULY 1, 2026

PROJECT:	Seidner Residences
FILE NUMBER:	P26-016 & P26-016a
APPLICATION:	Design Review and Townhouse Subdivision Preliminary Plat
REPRESENTATIVE:	Mike Brunelle, Brunelle Architects Mark Phillips, Phillips Land Surveying, PLLC
PROPERTY OWNER:	Sundance 4TH Ave LP
LOCATION:	460 N 4th Ave (Ketchum Lot 6 BLK 75 8250SF)
ZONING:	General Residential – Low-Density (GR-L)
OVERLAY:	None
REVIEWERS:	Genoa Beiser – Associate 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 June 10, 2026. A public hearing notice was published in the Idaho Mountain Express on June 10, 2026. A public hearing notice was posted on the City's website on June 17, 2026. A public hearing notice was posted on the project site on June 24, 2026. Height story poles and staked building corners were installed on the property on June 24, 2026.

EXECUTIVE SUMMARY

The applicant submitted a Design Review application and Townhouse Subdivision Preliminary Plat application for detached townhomes and townhouse sublots located at 460 N 4th Avenue ("subject property"). The subject property is zoned General Residential – Low Density (GR-L) and currently has an approximately 1,200 square foot single family home with a 280 square foot accessory building (see figure 1 on page 2). The GR-L zone allows two dwelling units per lot. In the proposal, Unit A is 3,972 gross sf on a 4,638 sf sublot with three stories and a two-car garage. Unit B is 2,765 gross sf on a 3,614 sf sublot with three stories and a one-car garage. Unit A will have a driveway coming off 4th Avenue while Unit B will be accessed by a driveway coming off the alleyway adjacent to the rear lot line. The units are designed towards their main access "frontage".



Figure 1: Existing conditions of the subject property

BACKGROUND

The Planning and Building Department received the Design Review and Townhouse Subdivision Preliminary Plat applications on March 30, 2026. Following receipt of the application, staff routed the application materials to all city departments for review. The application went through three rounds of review with comments submitted to the applicant on 4/29/26 and 5/19/26. Upon the third round of review on 6/1/26, staff confirmed that all comments were addressed in the second resubmittal. The application was subsequently scheduled for a public hearing.

DESIGN REVIEW & PRELIMINARY PLAT ANALYSIS

Staff reviewed the Design Review and Townhouse Subdivision Preliminary Plat applications for conformance with Ketchum Municipal Code (KMC) 16.04.080 – *Design Review*, KMC 16.07.030.C.2 – *Public Hearing Design Review*, KMC 16.06.050 – *Subdivision Development and Design*, KMC 16.06.070 – *Townhouses*, and KMC 16.07.080.A.1 – *Preliminary Plat*.

The Planning and Zoning Commission (Commission) must base its Design Review decision on the following three criteria:

(1) The project does not jeopardize the health, safety, or welfare of the public.
(2) The project generally conforms with the design-related goals, policies, and objectives of the adopted comprehensive plan.
(3) The project conforms to all applicable standards and criteria as set forth in this section, and any other standards in this Code including §16.04.080, *Design Review*, and where applicable, §16.02.060.D, *MO: Mountain Overlay District.*

The Commission must base its Townhouse Subdivision Preliminary Plat recommendation on the following seven criteria:

(A) Is consistent with the comprehensive plan;
(B) Complies with the standards in Chapter 16.06, *Subdivision*;
(C) Complies with the applicable zoning district standards;
(D) Complies with the use, dimensional, design, and development standards in this Code;
(E) Provides a layout of lots, streets, blocks, driveways, utilities, drainage, and other public facilities and services designed to minimize the amount of disturbance to sensitive areas and/or community assets;
(F) Provides evidence of public water and sewer system connections; and
(G) Identifies and adequately mitigates known natural hazard areas.

After review by City Departments, staff find the project, as conditioned, satisfies the above criteria for Design Review and Townhouse Subdivision Preliminary Plats. The staff analysis below evaluates the proposal against the applicable Design Review and Townhouse Subdivision Preliminary Plat criteria.

Design Review Criteria 1 & 2 and Townhouse Subdivision Preliminary Plat Criteria A

The subject property is categorized as Medium Density Residential (MDR) in the 2025 Comprehensive Plan Future Land Use Map (FLUM). In the MDR, small single-family homes, duplexes, and townhomes are the primary use. Diverse housing options are encouraged through redevelopment, and density should be generally between five to eleven dwelling units. Parking should be provided off street and attached/detached garages are encouraged as an option. Redevelopment should be compatible with size, scale, pattern, and character of the neighborhood. Residential buildings should be oriented toward the street. Adequate building separation and setbacks from the street should be provided to reinforce neighborhood scale.

Staff find that the proposed townhomes align with the MDR FLUM category. The project is calculated at 8.69 dwelling units per acre, falling within the desired range of five to eleven. Parking is provided in garages (two car garage for Unit A and one car garage for Unit B) with one designated spot in the driveway for Unit B. The tall/narrow buildings with pitched roofs and a prominent window feature over a garage & entrance complement the neighborhood size and character. The proposed setbacks are within the scale and pattern of the neighborhood as two dense PUD's (The Pines and Frenchman's Townhomes) are down the road and across the street. Furthermore, the proposed detached townhomes match the pattern of the adjacent property at 420 N 4th (detached townhomes with access fronting 4th Ave and the rear alleyway). See figure 2 for a vicinity map.



Figure 2: Subject property outlined in red, referenced properties outlined in orange.

Additionally, staff find the following Comprehensive Plan policies support the proposal (staff have provided summaries of the policies and *staff comments are in italics*):

- BNE-1.1: Growth Management - Supporting the efficient use of Ketchum's land by accommodating context-sensitive infill and redevelopment. *The proposal redevelops the*

property in alignment with the MDR FLUM designation, creating two residential units fit for families. Additionally, the proposal is sensitive to the scale, pattern, and character of the neighborhood.

- BNE-1.5: Context-Sensitive Development – Infill and redevelopment should be tailored to the surrounding neighborhood context by use, massing, scale, materials, and transitions. *As discussed above, staff feel the proposal is tailored to the surrounding neighborhood context.*

There are some policies that may not fully support the project. However, tradeoffs can be considered (staff have provided summaries of the policies and *staff comments are in italics*):

- BNE-1.2: Neighborhood Characteristics – Reinforce distinct characteristics encouraging creativity and innovation. *The project is cohesive with the surrounding neighborhood and intentional with its architectural features, but it may be considered by some too similar in design (i.e. a tall/narrow building with pitched roofs and a prominent window feature over a garage and entrance). While there are certainly similarities to neighboring properties, staff feel the proposal stands on its own while drawing inspiration from surrounding homes.*
- BNE-1.7: Adaptive Reuse – *The existing building is proposed to be demolished. However, it is a small single-family home centrally located on the lot. Retention of the existing residence would substantially limit the property's ability to accommodate the redevelopment envisioned by the MDR FLUM designation.*

Considering conformance with the FLUM, supportive policies, and the tradeoffs with non-supportive policies, staff find that the project is consistent with the 2025 Comprehensive Plan. Furthermore, the project does not jeopardize the health, safety, or welfare of the public as staff find that the project is cohesive in use and design with the surrounding neighborhood.

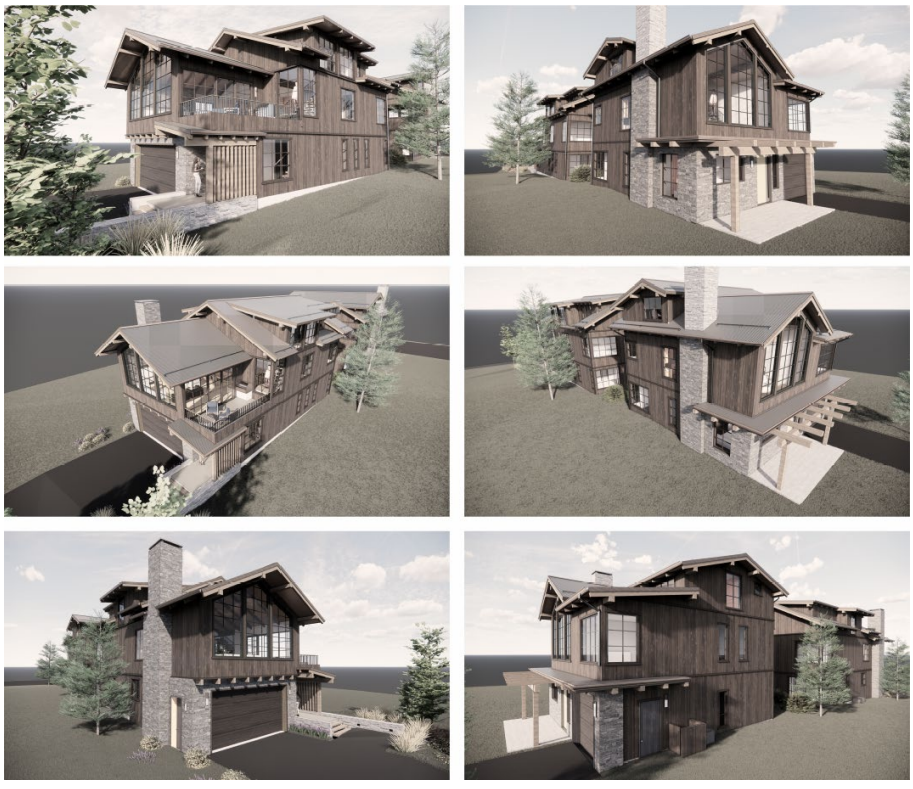


Figure 3: Proposed development, Unit A to the left and Unit B to the right

Design Review Criteria 3 and Townhouse Subdivision Preliminary Plat criteria B – G

The proposal has been found to comply with the remaining applicable Design Review and Townhouse Subdivision Preliminary Plat criteria. Comprehensive evaluations of the applicable standards are provided in Attachments C – E. Staff have included minor conditions of approval intended to ensure continued compliance with applicable KMC requirements and address administrative and permitting items identified during the City's review of the application.

Staff suggest one condition of approval for the Design Review to reiterate an Engineering Department comment and to address the phasing of an additional permit, a ROW Encroachment Agreement, required prior to building permit approval.

Staff suggest three conditions of approval for the Townhouse Subdivision Preliminary Plat. Conditions of approval one and two are standard conditions for preliminary plats addressing compliance with the Design Review and the codified expiration timeline. Condition of approval three ensures that the Final Plat clearly depicts the garages associated with each townhouse sublot in accordance with the Townhouse Subdivision requirements. Townhouse Subdivision Preliminary Plats require garages to be shown as well. However, due to the concurrent Design Review application, location of the garages inside the townhomes, and a conflicting preliminary plat standard requiring existing buildings to be shown, staff finds it reasonable to address this standard on the Final Plat and include it as a condition of approval here.

Staff additionally want to highlight that the applicant has chosen not to create CC&Rs for the property. There is no common area to control so CC&Rs are not required. The applicants and future owners can choose to draft CC&Rs at a later date. This process would be handled outside of the City's purview.

STAFF RECOMMENDATION

The Commission has the following options for the Design Review application:

- Continue the application to a date certain or uncertain with a request for revisions or more information.
- Approval
- Approval with conditions
- Denial

Staff recommend the Commission review the Design Review (File No. P26-016) for the Seidner Residences and approve the application with the conditions outlined below. The Commission may delete, revise, or add to the conditions based on the discussion.

1. A ROW Encroachment Agreement and ROW usage fee are required for the snowmelt system installed in the ROW. The agreement and usage fee shall be executed and paid prior to building permit approval by the City Engineer.

The Commission has the following options for the Townhouse Subdivision Preliminary Plat application:

- Continue the application to a date certain or uncertain with a request for revisions or more information.
- Recommend approval
- Recommend approval with conditions
- Recommend denial

Staff recommend the Commission review the Townhouse Subdivision Preliminary Plat (File No. P26-016a) for the Seidner Residences and recommend approval of the application with the conditions outlined below. The Commission may delete, revise, or add to the conditions based on the discussion.

1. The preliminary plat is subject to all conditions of approval associated with Design Review approval P26-016.
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 Final Plat approval, the Final Plat shall clearly depict the location of the garages on their respective townhouse sublots in accordance with the applicable Townhouse Subdivision requirements

ATTACHMENTS

A. Application Materials and Supporting Documents – Design Review
B. Application Materials and Supporting Documents – Townhouse Subdivision Preliminary Plat
C. Design Review Standards Evaluation
D. Preliminary Plat Standards Evaluation
E. Zoning & Dimensional Standards Evaluation

City of Ketchum

ATTACHMENT A

Application Materials and Supporting Documents

Design Review

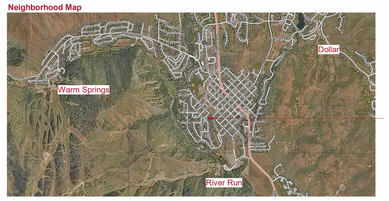
OWNERSHIP OF DOCUMENTS: This document, and the ideas and designs incorporated herein as an instrument of professional service, is the property of Brunelle Architects, and is not to be used, in whole or in part, for any other project without the written authorization of Brunelle Architects, Inc.

Aerial Map



project site

Neighborhood Map



project site

Vicinity Map



project site

Index of Drawings

CS	Cover
Survey	Survey
Plat	Preliminary Plat
C1.0	Overall Site Plan
C2.0	Site Grading & Drainage Plan
C3.0	Utility Plan
C4.0	Details - Civil
L1	Landscape Grading & Drainage
L2	Landscape Plan
Materials	Materials
A-001	Neighborhood Images
A-002	Adjacent Properties
A-003	Exterior Lighting
A-100	Site Plan
A-101A	Floor Plans
A-101B	Floor, Roof, RCP
A-102A	Reflected Ceiling Plans, Roof Plan
A-201	Renderings
A-202	Elevations
A-203	Elevations
A-301	Sections

Project Information

Parcel Number: RPK00000750060

Legal Description: Ketchum Lot 6, Block 75
Ketchum, Blaine County, Idaho

Project Location: 460 N 4th Ave, Ketchum, Idaho

Building Code: 2018 International Residential Code
2018 International Fire Code
2018 Inter Energy Conservation Code
2017 National Electrical Code
2017 Idaho State Plumbing Code

Building Department: City of Ketchum

Fire District: City of Ketchum Fire District
Fire Chief:

Property Zoning: **GR-L**
Wellhead Protection
Setbacks(from property line):

Front	15'-0" required
Rear	15'-0" required
Side	The greater of 1ft for every 3ft in building height, or 5ft

Unit A building height to be used in determining side yard setback
34'-6" / 3 = 11'-6"

Site Area 8,251 sf (0.19 acres)

Proposed Building Footprint 2,853 sf

Max Building Coverage 35%
2,886 sf / 8,251 sf = 34.97 %
1,773(Unit A) = 1,113(Unit B) = 2,886 sf

Building Height Allowable - 35'-0"
Unit A - 33'-8" - above existing grade
Unit B - 34'-6" - above existing grade

BRUNELLE ARCHITECTS INC
190 Cranbrook Rd
PO BOX 3204
Hailey, Idaho
83333-3204
p 2085890771
©2026

PROJECT:
Seidner Residences

460 N 4th Ave
Ketchum, Idaho

Design Review:	6/15/26
Permit Set:	xx/xx/xx
Construction Set:	xx/xx/xx
REVISION	DATE

NOTES:



Area Schedule - Unit A - Living - Gross

Level	Area
Unit A - 1st Floor - Living	1026 SF
Unit A - 2nd floor - Living	1536 SF
Unit A - 3rd floor - Living	763 SF
	3325 SF

Area Schedule - Unit A - Gross

Level	Area
Unit A - Garage/Mech	647 SF
Unit A - 1st Floor - Living	1026 SF
Unit A - 2nd floor - Living	1536 SF
Unit A - 3rd floor - Living	763 SF
	3972 SF

Area Schedule - Unit B - Living - Gross

Level	Area
Unit B - 1st Floor - Living	749 SF
Unit B - 2nd Floor - Living	1069 SF
Unit B - 3rd floor - Living	575 SF
	2393 SF

Area Schedule - Unit B - Gross

Level	Area
Unit B - Garage	372 SF
Unit B - 1st Floor - Living	749 SF
Unit B - 2nd Floor - Living	1069 SF
Unit B - 3rd floor - Living	575 SF
	2765 SF

Project Team

Owner
Sundance 4th Ave, LP
PO Box 14001
Ketchum, ID 83340
949/554-5137
peterjseidner@gmail.com

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380 E Highway 26
Shoshone, ID 83352
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Licensed Architect
Michael R. Brunelle
AR-984536
Hailey
State of Idaho

Cover

Seidner Residences

460 N 4th Ave
Ketchum, Idaho

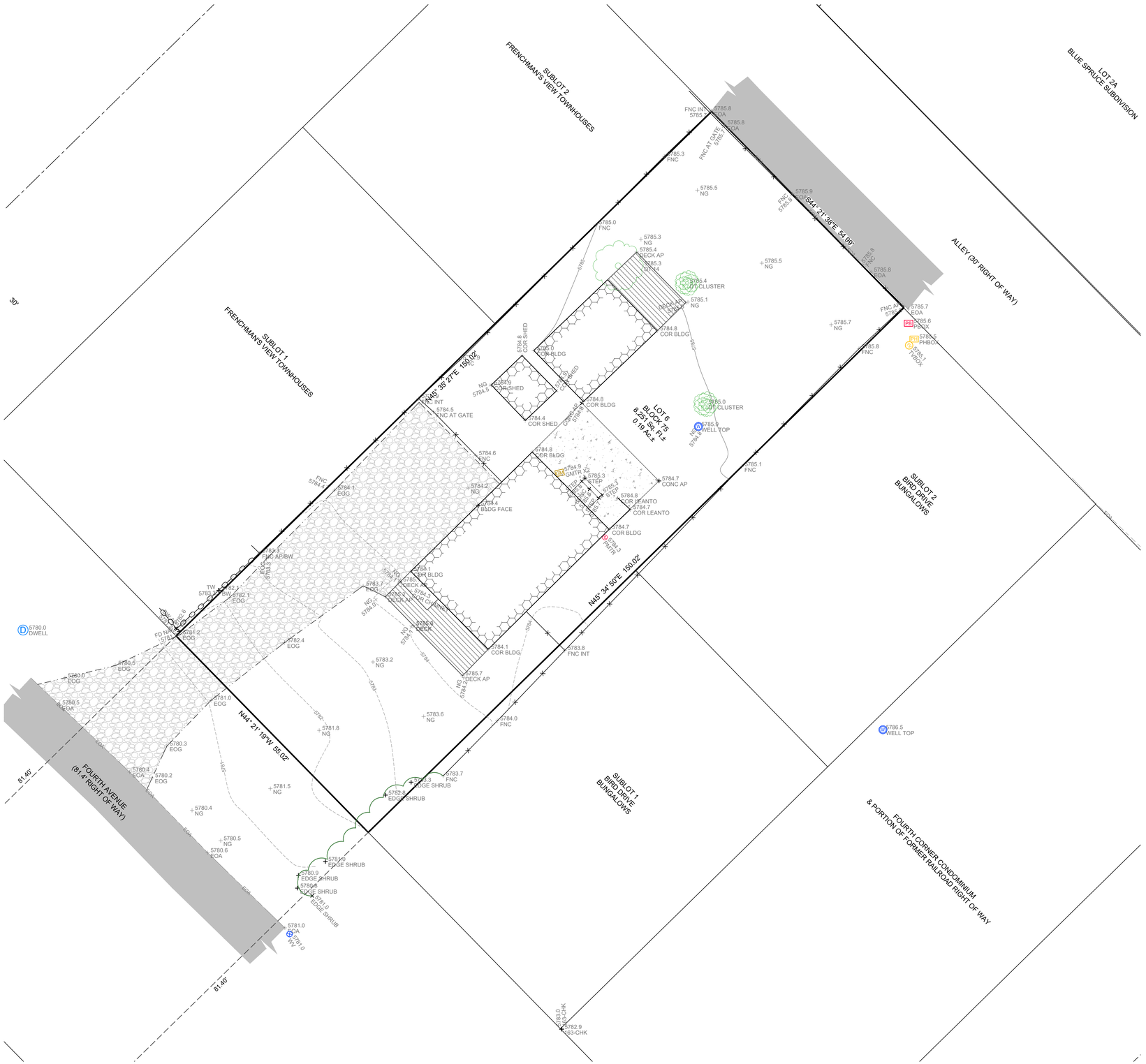
BRUNELLE ARCHITECTS, INC
MIKE BRUNELLE
190 CRANBROOK RD
PO BOX 3204
HAILEY, IDAHO
83333
P. 208.589.0771
MIKE@BRUNELLEARCHITECTS.COM

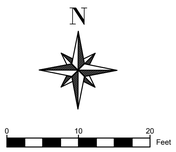
SCALE: As indicated

CS

DRAWN BY: Author

Plot Date: 6/15/2026 12:46:32 PM





- Boundary Line
- Adjoiner's Lot Line
- Centerline of Right of Way
- EOA = Edge of Asphalt
- EOG = Edge of Gravel
- Edge of Shrubs
- FNC = Fence Line
- Approximate Small Rock Landscape Rocks
- Existing Structure (See Note 6)
- Wood Deck
- 1' Contour Interval
- 5' Contour Interval
- Gravel
- Concrete
- Asphalt
- CP = Survey Control Point
- FD1/2" = Found 1/2" Rebar
- GMTR = Gas Meter
- DWELL = Drywell
- Well
- WV = Water Valve
- TVBOX = Cable Television Riser
- PBOX = Power Box
- PMTR = Power Meter
- PHBOX - Telephone Riser
- DT = Deciduous Tree
- DT CLUSTER= Deciduous Tree Cluster

AP = Angle Point
BLDG = Building
BW = Bottom of Wall
CHK = Survey Check Shot
CONC = Concrete
COR = Corner
FD = Found
INT = Intersection
NC = No Cap
NG = Natural Grade
TW = Top of Wall

SURVEY NARRATIVE & NOTES:

1) THE PURPOSE OF THIS MAP IS TO SHOW TOPOGRAPHIC FEATURES BASED ON FIELD WORK GATHERED ON 2025-06-09 FOR SITE DESIGN AND THE CONTENT IS RELATIVE TO THE INTENDED USE. UNAUTHORIZED CHANGES OR ADDITIONS TO THE EXISTING DATA SHOWN ON THIS MAP IS STRICTLY PROHIBITED. ANY USES OF THIS MAP BEYOND THE STATED PURPOSE REQUIRES THE AUTHORIZATION OF PHILLIPS LAND SURVEYING, PLLC.

2) THIS MAP DOES NOT CONSTITUTE A BOUNDARY SURVEY. A RECORD OF SURVEY WILL BE FILED WITH BLAINE COUNTY WITH THE BOUNDARY AS SHOWN HEREON.

3) VERTICAL CONTROL: NAVD 1988. PROJECT BENCHMARK IS ??, ELEVATION =

4) UNDERGROUND UTILITIES ARE NOT SHOWN. ABOVE GROUND AND VISIBLE UTILITY FEATURES OBSERVED DURING THE COURSE OF THE SURVEY ARE SHOWN HEREON. DIGLINE OR PRIVATE UNDERGROUND UTILITY LOCATING SERVICE SHOULD BE CONTACTED PRIOR TO ANY EXCAVATION.

5) THE CURRENT ZONING IS GR-L. REFER TO THE CITY OF KETCHUM ZONING ORDINANCE FOR SPECIFIC INFORMATION ABOUT THIS ZONE, INCLUDING BUT NOT LIMITED TO BUILDING REQUIREMENTS, SETBACKS, LOT COVERAGE, AND USES.

6) BUILDING MEASUREMENTS ARE TO THE EXTERIOR TRIM. BASEMENT WINDOW WELL ACCESS POINTS, UPPER DECKS, DECK RAILINGS, ROOF OVERHANGS, SUPPORT POSTS, STRUCTURAL BEAMS AND OTHER STRUCTURAL MEMBERS ARE NOT SHOWN HEREON. THE PLAY SET IS NOT SHOWN HEREON.

7) EDGE OF GRAVEL LINES SHOWN ARE APPROXIMATE.

8) TREES LESS THAN 6" IN DIAMETER WERE NOT LOCATED AS A PART OF THIS SURVEY. SOME TREE LOCATIONS ARE APPROXIMATE.



REUSE OF DRAWINGS
This map, or any portion thereof, shall not be used on any Project or submitted to any Person not employed by agreement in writing with Phillips Land Surveying, PLLC

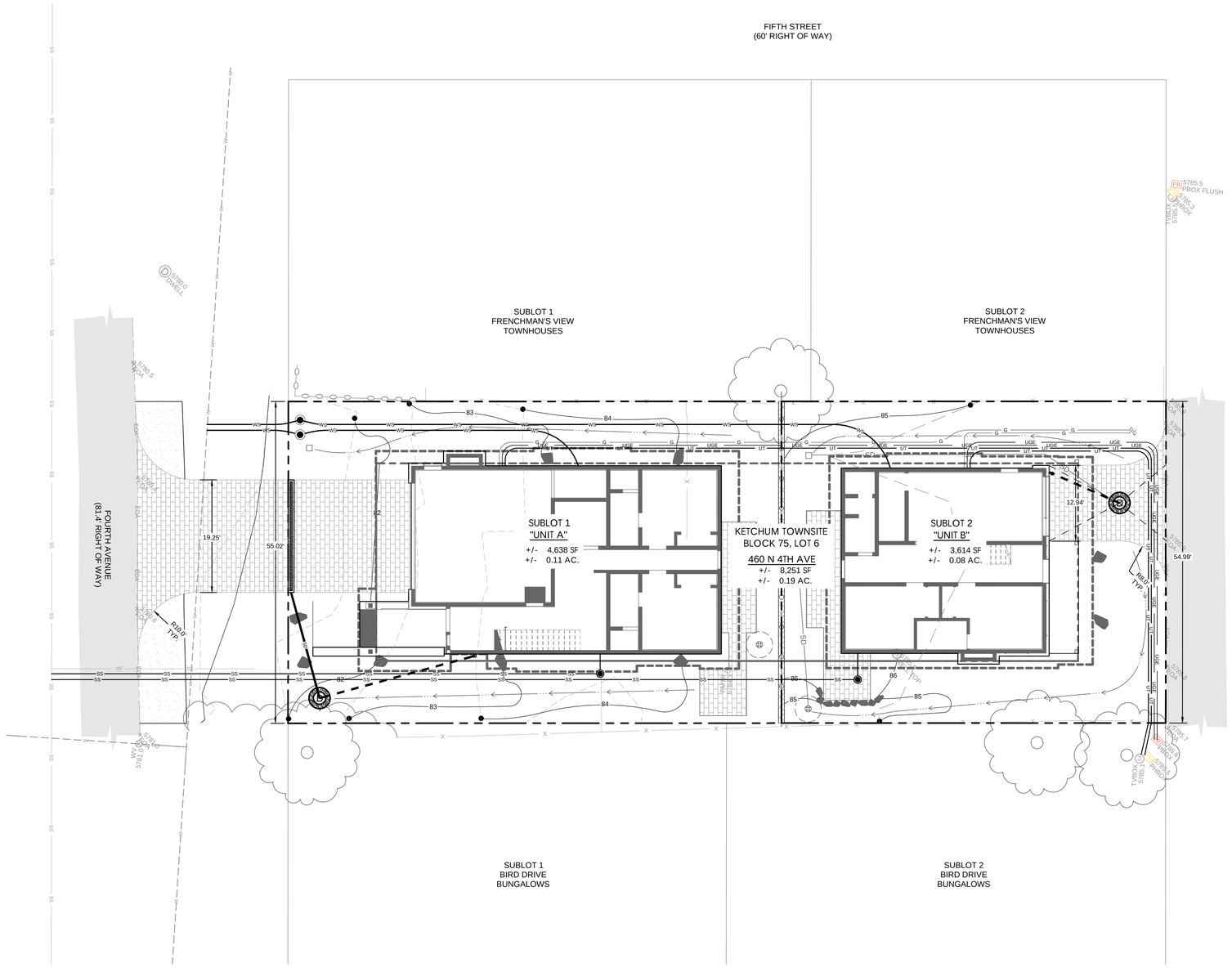
NO	DATE	BY	REVISIONS

DRN: MEP
CHK: MEP
PM: MEP
DATE: 06/28/25
JOB #: 2025-34

PROJECT INFORMATION
C:_CIVIL 3D PROJECTS\2025-34 - Peter Seidner\Seidner PRELIMINARY TOPO.dwg 06/28/25, 1:59:07 PM

PHILLIPS LAND SURVEYING, PLLC
HAILEY, IDAHO
Phone: (208) 720 - 3760
Email: pls16670.id@gmail.com

A TOPOGRAPHIC MAP SHOWING
LOT 6, BLOCK 75, KETCHUM TOWNISTE
LOCATED WITHIN SECTION 13, T.4 N., R.17 E., B.M.,
CITY OF KETCHUM, BLAINE COUNTY, IDAHO
PREPARED FOR PETER SEIDNER



LOT 1
BLOCK 75
PLUS W 35' OF RAILROAD
ADJACENT TO

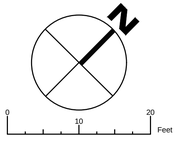
LOT 2A
BLUE SPRUCE SUBDIVISION

GENERAL NOTES

1. ALL CONSTRUCTION SHALL CONFORM WITH THE CURRENT EDITION OF THE THE IDAHO STANDARDS FOR PUBLIC WORKS CONSTRUCTION (ISPWC) STANDARD DRAWINGS & SPECIFICATIONS AND THE CITY OF KETCHUM REVISIONS TO THE IDAHO STANDARDS FOR PUBLIC WORKS CONSTRUCTION (CITY OF KETCHUM RIGHT-OF-WAY STANDARDS) DATED NOVEMBER 2022. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING AND KEEPING A COPY OF THESE STANDARDS & SPECIFICATIONS ONSITE DURING CONSTRUCTION. ALL WORK SHALL BE IN ACCORDANCE WITH THE AUTHORITY HAVING JURISDICTION'S SPECIFICATIONS AND SHALL BE APPROVED BY SUCH. IN THE EVENT OF ANY DISCREPANCY BETWEEN THE STANDARDS AND SPECIFICATIONS REFERENCED HEREIN, THE MOST STRINGENT SET OF REQUIREMENTS SHALL APPLY.
2. 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. THE CONTRACTOR SHALL CALL DIGLINE TO LOCATE ALL EXISTING UNDERGROUND UTILITIES A MINIMUM OF 48 HOURS IN ADVANCE OF EXCAVATION ACTIVITIES.
3. AREAS TO BE DISTURBED SHALL BE IMPROVED PER THE CIVIL PLANS OR RESTORED TO THEIR ORIGINAL OR BETTER CONDITION. CONTRACTOR SHALL REPAIR ANY EXISTING FEATURES THAT ARE DAMAGED DURING CONSTRUCTION TO THEIR ORIGINAL OR BETTER CONDITION.
4. THE CONTRACTOR SHALL OBTAIN ALL NECESSARY PERMITS PRIOR TO CONSTRUCTION. THIS INCLUDES, BUT IS NOT LIMITED TO: ENCROACHMENT PERMITS, NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM (NPDES) AND CONSTRUCTION GENERAL PERMIT (CSP) PERMIT COVERAGE.
5. SITE BOUNDARY, TOPOGRAPHY, UTILITY, AND EXISTING CONDITIONS INFORMATION ARE TAKEN FROM A SURVEY BY PHILLIPS LAND SURVEYING, PLLC DATED 05/28/2025. ALL SITE INFORMATION IS TO BE FIELD VERIFIED BY THE CONTRACTOR PRIOR TO COMMENCING CONSTRUCTION.
6. THE CONTRACTOR SHALL PROTECT ALL MONUMENTS, IRON PINS, AND PROPERTY CORNERS DURING CONSTRUCTION.
7. THE CONTRACTOR SHALL BE RESPONSIBLE FOR VERIFYING THAT THE PROPOSED IMPROVEMENTS SHOWN ON THE PLANS DO NOT CONFLICT WITH ANY KNOWN EXISTING OR OTHER PROPOSED IMPROVEMENTS. IF ANY CONFLICTS ARE DISCOVERED, THE CONTRACTOR SHALL NOTIFY THE OWNER AND ENGINEER PRIOR TO INSTALLATION OF ANY PORTION OF THE SITE WORK THAT WOULD BE AFFECTED. FAILURE TO NOTIFY OWNER OF ANY IDENTIFIABLE CONFLICT PRIOR TO PROCEEDING WITH INSTALLATION RELIEVES OWNER OF ANY OBLIGATION FOR A RELATED CHANGE ORDER.
8. ANY DISCREPANCIES IN THE DRAWINGS SHALL BE IMMEDIATELY BROUGHT TO THE ATTENTION OF THE OWNER AND ENGINEER BEFORE COMMENCING WORK. NO FIELD CHANGES OR DEVIATIONS FROM THE PLANS ARE TO BE MADE WITHOUT PRIOR APPROVAL OF THE OWNER AND NOTIFICATION TO THE ENGINEER.
9. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE RELOCATIONS OF ALL UTILITIES, STORM DRAINAGE, SIGNS, ETC. AS REQUIRED TO INSTALL THE PROPOSED IMPROVEMENTS.
10. THE CONTRACTOR IS RESPONSIBLE FOR HIRING A MATERIALS TESTING COMPANY TO VERIFY THAT ALL COMPACTION AND MATERIAL PLAN AND SPECIFICATION REQUIREMENTS ARE MET. QUALITY CONTROL DOCUMENTATION OF TESTING FOR WORK IN CITY RIGHTS-OF-WAY MEETING CITY OF KETCHUM CODE SECTION 12.04.040 (CONCRETE, AGGREGATE BASE COMPACTION, ASPHALT COMPACTION) WILL BE NECESSARY FOR CERTIFICATE OF OCCUPANCY.
11. ALL EDGES OF EXISTING ASPHALT PAVING SHALL BE SAWCUT TO PROVIDE A CLEAN PAVEMENT EDGE.
12. ALL TRENCHING IN CITY OF KETCHUM RIGHT-OF-WAY SHALL BE PERFORMED IN ACCORDANCE WITH CITY OF KETCHUM STANDARD DRWAING NO. 12 "TYPICAL TRENCH."

SITE LEGEND

- EXISTING ASPHALT PAVEMENT (TO REMAIN)
- PROPOSED HEATED PAVER DRIVEWAY PER DETAIL 1 / C3.0
- PROPOSED GRAVEL SHOULDER PER CITY OF KETCHUM STD. DRAWING NO. 3 & 22
- PROPOSED RETAINING WALL (DESIGN BY OTHERS)
- SUBJECT PROPERTY LINE
- ADJOINER'S PROPERTY LINE
- BUILDING FOOTPRINT
- 5950 EXISTING MAJOR CONTOUR
- 5949 EXISTING MINOR CONTOUR
- 5950 PROPOSED MAJOR CONTOUR
- 5949 PROPOSED MINOR CONTOUR



PREPARED BY
STARHOPE ENGINEERING
126 S. MAIN ST. SUITE B3
HAILEY, ID 83333
PHONE: (208) 720-3302
STARHOPEENGINEERING.COM

PREPARED FOR
SUNDANCE
4TH AVE LP
PETER SEIDNER
PO BOX 14001
KETCHUM, ID 83340

PROJECT
SEIDNER RESIDENCES
460 N 4TH AVE., KETCHUM, ID 83340
KETCHUM TOWNSITE, BLOCK 75, LOT 6

PROFESSIONAL ENGINEER
LICENSED
STATE OF IDAHO
MATT SMITTMAN
PRELIMINARY
NOT FOR CONSTRUCTION

NO.	DESCRIPTION	DATE	BY
A	DESIGN REVIEW SUBMITTAL SET	03/24/2026	MS
B	DESIGN REVIEW ROUND 1 CITY COMMENT REVISIONS	05/08/2026	MS

DRAWN BY	MS
REVIEWED BY	MS
DATE	05/08/26
PROJECT NO.	26006

TITLE
OVERALL SITE PLAN

SHEET NO.
C1.0

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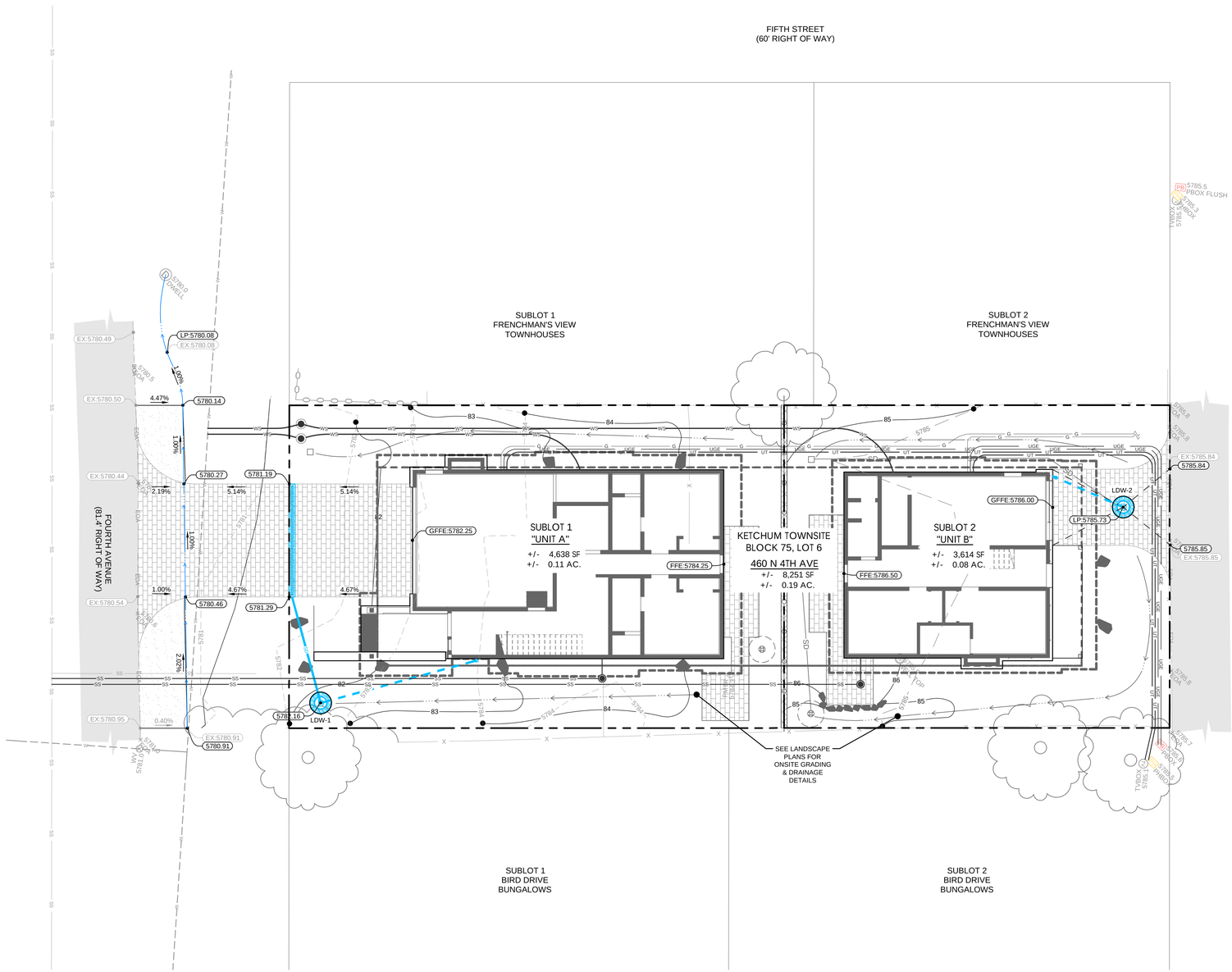


GRADING & DRAINAGE NOTES

1. ALL CLEARING AND GRUBBING SHALL CONFORM TO ISPWC SECTION 201.
2. ALL EXCAVATION AND EMBANKMENT SHALL CONFORM TO ISPWC SECTION 202.
3. THE 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. DENSITY MEASUREMENTS SHALL BE PERFORMED BY A THIRD-PARTY TESTING COMPANY OR THE SUBGRADE MAY BE PROOF-ROLLED AT THE APPROVAL OF THE ENGINEER.
   - 3.1. PROOF-ROLLING: AFTER EXCAVATION TO THE SUBGRADE ELEVATION AND PRIOR TO THE PLACEMENT OF COURSE GRAVEL, THE CONTRACTOR SHALL PROOF-ROLL THE SUBGRADE WITH A 5-TON SMOOTH DRUM ROLLER, LOADED WATER TRUCK, OR LOADED DUMP TRUCK AT THE ENGINEER'S DIRECTION. THE CONTRACTOR SHALL IMMEDIATELY NOTIFY THE ENGINEER OF UNSUITABLE SUBGRADE MATERIAL AREAS AND/OR ANY AREAS NOT MEETING COMPACTION REQUIREMENTS PER THE SPECIFICATIONS. UNSUITABLE OR DAMAGED SUBGRADE IS DEFINED AS WHEN SOIL MOVES, PUMPS, OR DISPLACES UNDER ANY TYPE OF PRESSURE OR ROLLING ACTIVITIES.
   - 3.2. IF, IN THE OPINION OF THE ENGINEER, THE CONTRACTOR'S OPERATIONS RESULT IN DAMAGE TO THE SUBGRADE, THE CONTRACTOR SHALL AT HIS OWN EXPENSE REPAIR THE DAMAGED SUBGRADE BY OVER-EXCAVATING UNSUITABLE MATERIAL TO FIRM SUBSOIL, LINE EXCAVATION WITH AN APPROVED GEOTEXTILE FABRIC, AND BACKFILL WITH PIT RUN GRAVEL.
4. ALL 2" MINUS GRAVEL SHALL CONFORM TO ISPWC SECTION 802, TYPE II (ITD STANDARD 703.04, 2"), SHALL BE PLACED IN CONFORMANCE WITH ISPWC SECTION 801, AND COMPACTED PER ISPWC SECTION 202. MINIMUM COMPACTION OF GRAVEL MATERIAL SHALL BE 90% OF MAXIMUM LABORATORY DENSITY AS DETERMINED BY AASHTO T-99.
5. ALL 3/4" MINUS CRUSHED GRAVEL SHALL CONFORM TO ISPWC SECTION 802, TYPE I (ITD STANDARD 703.04, 3/4" B), SHALL BE PLACED IN CONFORMANCE WITH ISPWC SECTION 802, AND COMPACTED PER ISPWC SECTION 202. MINIMUM COMPACTION OF CRUSHED GRAVEL MATERIAL SHALL BE 95% OF MAXIMUM LABORATORY DENSITY AS DETERMINED BY AASHTO T-99 OR ITD T-91.
6. THE CONTRACTOR SHALL PROVIDE A SMOOTH TRANSITION BETWEEN PROPOSED PAVEMENT, EXISTING PAVEMENT, AND ANY STRUCTURES. ACCORDINGLY, THE CONTRACTOR SHALL ADJUST AND/OR CUT EXISTING PAVEMENT AS NECESSARY TO ASSURE A SMOOTH FIT AND CONTINUOUS GRADE.
7. THE PROPOSED SPOT ELEVATIONS SHOWN ARE FINISHED GRADE ELEVATIONS INCLUDING ASPHALT, PAVERS, AND CONCRETE. REFER TO PAVEMENT SECTIONS AND CURB DETAILS TO ESTABLISH CORRECT SUBBASE OR AGGREGATE BASE COURSE ELEVATIONS PER THE CONTRACT DOCUMENTS.
8. THE CONTRACTOR SHALL REVIEW ALL RECOMMENDATIONS BY THE GEOTECHNICAL ENGINEER PRIOR TO PAVING (IF APPLICABLE).
9. ALL DRAINAGE PIPING SHALL BE PROVIDED WITH A MINIMUM OF 3.0' COVER OVER THE TOP OF PIPE TO FINISHED GRADE IN ALL CASES.
10. DRAINAGE PIPING SHALL BE SLOPED AT 2.0% MINIMUM, UNLESS SPECIFIED OTHERWISE.

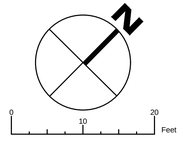
GRADING LEGEND

- 5950 — EXISTING MAJOR CONTOUR
- 5949 — EXISTING MINOR CONTOUR
- 5950 — PROPOSED MAJOR CONTOUR
- 5949 — PROPOSED MINOR CONTOUR
- FLOWLINE OF DITCH
- EX:5947.26 — EXISTING SPOT ELEVATION
- 5947.20 — PROPOSED SPOT ELEVATION
- 1.00% — PROPOSED SLOPE - GRADE %
- 3:1 — PROPOSED SLOPE - RUN:RISE

ABBREVIATIONS:
BG = BOTTOM GRADE
BS = BOTTOM OF STEP(S)
CB = CATCH BASIN
DW = DRYWELL
ELDW = EXISTING LANDSCAPE DRYWELL
GFFE = GARAGE FINISHED FLOOR ELEVATION
HP = HIGH POINT
LCB = LANDSCAPE CATCH BASIN
LDW = LANDSCAPE DRYWELL
LP = LOW POINT
FFE = FINISHED FLOOR ELEVATION
TG = TOP GRADE
TP = TOP OF PAVEMENT
TS = TOP OF STEP(S)

STORMWATER LEGEND

- STORMWATER PIPING - 4" DIA. ADS N-12, UNLESS OTHERWISE SPECIFIED
- ROOF DRAIN PIPING - 4" DIA. ADS N-12, UNLESS OTHERWISE SPECIFIED. COORDINATE CONNECTIONS AND ELEVATIONS WITH ARCHITECT, CONNECT TO CATCH BASINS & DRYWELLS AS SHOWN.
- TRENCH DRAIN. ACO K100 4" GALVANIZED STEEL EDGE RAIL, CLASS B LOAD RATING, OR APPROVED EQUAL. INSTALL PER MANUFACTURER'S INSTRUCTIONS.
- ROOF DRAIN/DOWNSPOUT TIE-IN LOCATION (APPROXIMATE). COORDINATE FINAL LOCATIONS WITH ARCHITECTURAL PLANS.
- LANDSCAPE CATCH BASIN PER DETAIL 2 / C4.0. NDS 12" ROUND GRATE OR APPROVED EQUAL.
- LANDSCAPE DRYWELL PER DETAIL 3 / C4.0. DIAMETER: 3.5', TYP.
- HDPE-LINED LANDSCAPE DRYWELL PER DETAIL 4 / C4.0. DIAMETER: 3.5', TYP.



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4TH AVE LP
PETER SEIDNER
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KETCHUM, ID 83340

PROJECT
SEIDNER RESIDENCES
460 N 4TH AVE
KETCHUM TOWNSITE, BLOCK 75, LOT 6

PRELIMINARY
NOT FOR CONSTRUCTION
STATE OF IDAHO
MATT SMITHMAN

NO.	DESCRIPTION	DATE	BY
A	DESIGN REVIEW SUBMITTAL SET	03/24/2026	MS
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REVIEWED BY MS
DATE 05/08/26
PROJECT NO. 26006

TITLE
SITE GRADING & DRAINAGE PLAN

SHEET NO.
C2.0

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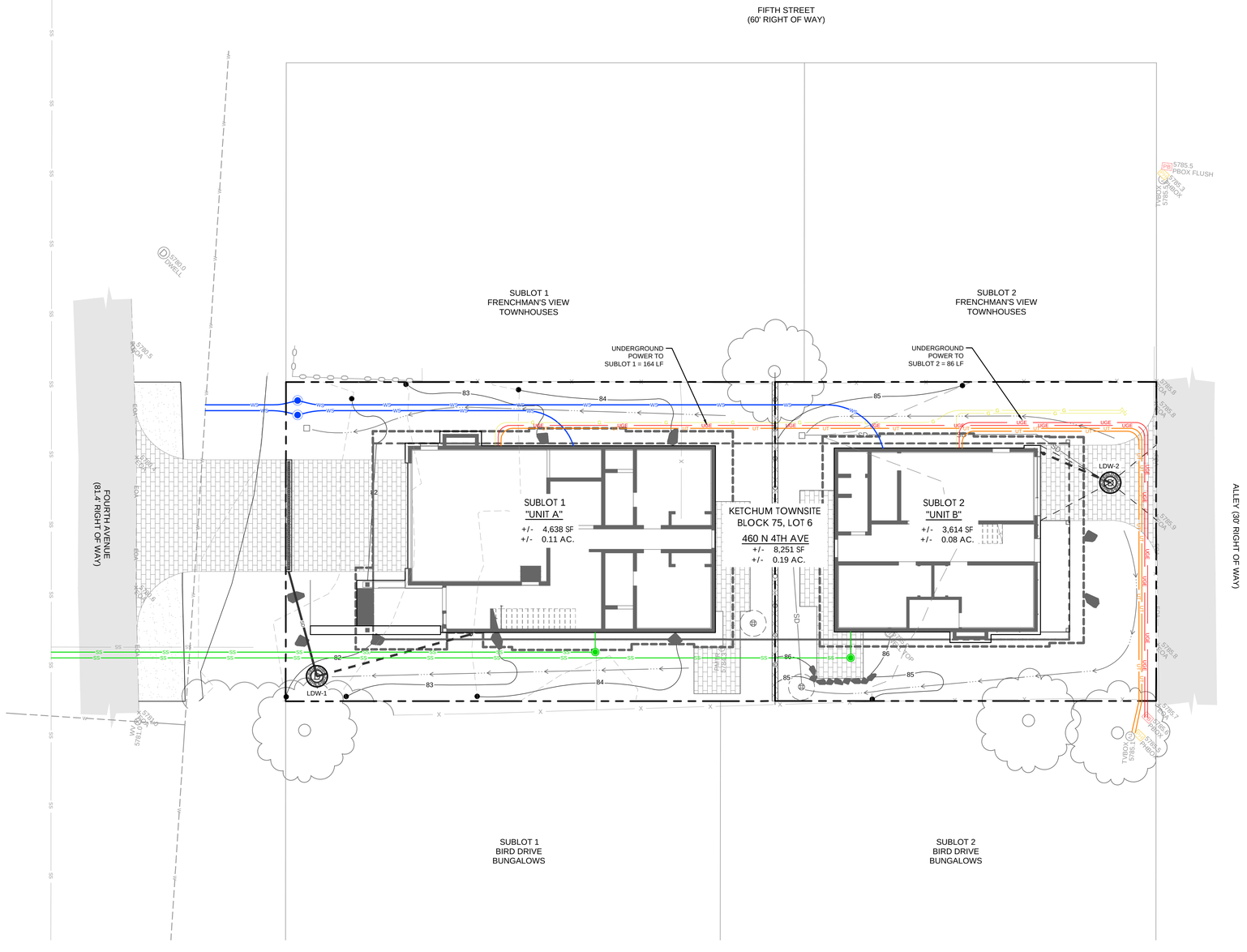


LOT 1
BLOCK 75
PLUS W 35' OF RAILROAD
ADJACENT TO

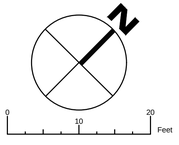
LOT 2A
BLUE SPRUCE SUBDIVISION

UTILITY CONSTRUCTION NOTES

1. 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. THE CONTRACTOR SHALL CALL DIGLINE TO LOCATE ALL EXISTING UNDERGROUND UTILITIES A MINIMUM OF 48 HOURS IN ADVANCE OF EXCAVATION ACTIVITIES.
2. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE RELOCATIONS OF ALL UTILITIES, STORM DRAINAGE, SIGNS, ETC. AS REQUIRED TO INSTALL THE PROPOSED IMPROVEMENTS.
3. THE CONTRACTOR SHALL COORDINATE WITH ALL UTILITY PROVIDERS AND FRANCHISES AS NECESSARY TO ENSURE THAT ALL CONSTRUCTION ACTIVITIES, INSPECTIONS, AND STANDARDS PER UTILITY PROVIDERS ARE PROVIDED.
4. ALL POTABLE AND NON-POTABLE WATER LINE CROSSINGS SHALL BE INSTALLED IN ACCORDANCE WITH ISPWC SD-407. CONTRACTOR SHALL CAREFULLY PLAN AND SEQUENCE ALL CROSSING INSTALLATIONS SO THAT MINIMUM SEPARATION DISTANCES ARE MAINTAINED.
5. ALL TRENCHING IN CITY OF KETCHUM RIGHT-OF-WAY SHALL BE PERFORMED IN ACCORDANCE WITH CITY OF KETCHUM STANDARD DRWAING NO. 12 "TYPICAL TRENCH."

UTILITY LEGEND

- WS — PROPOSED 3/4" POLY WATER SERVICE LINE CONNECTION PER ISPWC SD-401
- PROPOSED WATER METER VAULT PER ISPWC SD-401
- SS — PROPOSED SANITARY SEWER SERVICE LATERAL. 4" DIA. SDR-35 PVC INSTALLED @ 2.0% SLOPE MIN.
- PROPOSED 4" SANITARY SEWER SERVICE CLEANOUT PER ISPWC SD-506A
- UGE — PROPOSED UNDERGROUND POWER LINE
- UT — PROPOSED UNDERGROUND TELECOMMUNICATION LINE(S). CONTRACTOR TO COORDINATE WITH APPROPRIATE DRY UTILITY FRANCHISES AS NEEDED.
- G — PROPOSED UNDERGROUND GAS SERVICE. LOCATION OF GAS MAIN UNKNOWN. CONTRACTOR TO COORDINATE INSTALLATION WITH DRY UTILITY FRANCHISE ACCORDINGLY.



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4TH AVE LP
PETER SEIDNER
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KETCHUM, ID 83340

PROJECT
SEIDNER RESIDENCES
460 N 4TH AVE., KETCHUM, ID 83340
KETCHUM TOWNSITE: BLOCK 75, LOT 6

PROFESSIONAL ENGINEER
LICENSED
MATT SMITHMAN
STATE OF IDAHO

NO.	DESCRIPTION	DATE	BY
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TITLE
UTILITY PLAN

SHEET NO.
C3.0

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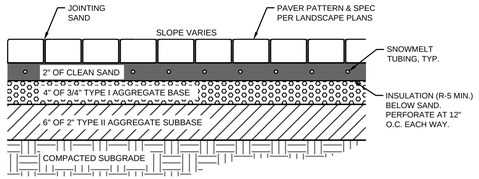
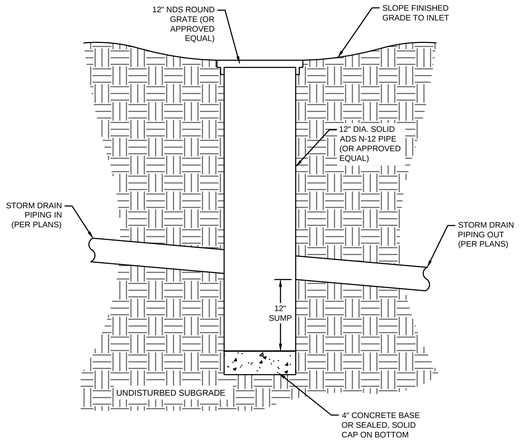


1 C4.0 HEATED PAVER DRIVEWAY SECTION

NOTES:

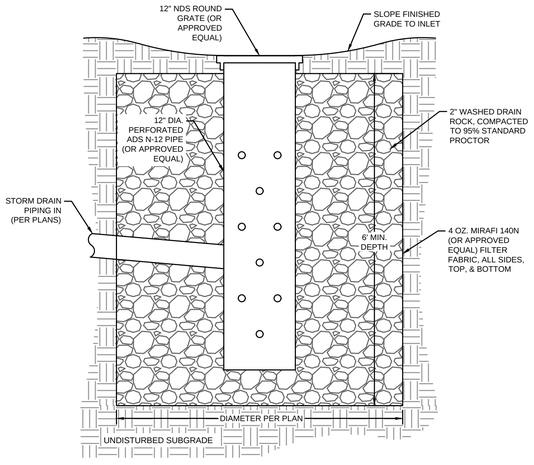
1. SUBBASE CAN BE 2" TYPE II OR ¾" TYPE I CRUSHED AGGREGATE BASE COURSE.
2. MATERIALS SHALL CONFORM WITH THE CURRENT ISPWC STANDARDS, DIVISION 800 AGGREGATES AND ASPHALT, AND CITY OF KETCHUM STANDARDS.
3. SNOWMELT TUBING, CONNECTIONS, AND SYSTEM DETAILS BY OTHERS.



2 C4.0 LANDSCAPE CATCH BASIN DETAIL

NOTES:

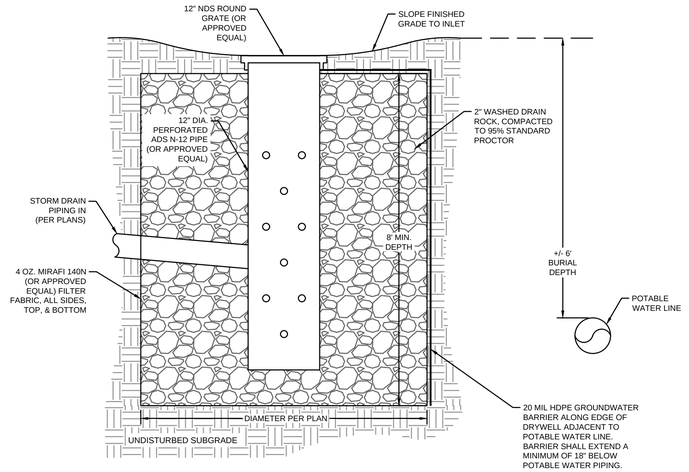
1. CONTRACTOR TO COORDINATE ALL ELEVATIONS WITH PROVIDED PLANS AND NOTIFY ENGINEER OF ANY DISCREPANCIES OF CONFLICTS PRIOR TO INSTALLATION.



3 C4.0 LANDSCAPE DRYWELL DETAIL

NOTES:

1. CONTRACTOR TO COORDINATE ALL ELEVATIONS WITH PROVIDED PLANS AND NOTIFY ENGINEER OF ANY DISCREPANCIES OF CONFLICTS PRIOR TO INSTALLATION.
2. MATERIALS SHALL CONFORM WITH THE CURRENT ISPWC STANDARDS, DIVISION 800 AGGREGATES AND ASPHALT, AND CITY OF KETCHUM STANDARDS.
3. MAXIMUM DEPTH SHALL NOT EXCEED 12 FEET.
4. PROVIDE 25' MINIMUM SEPARATION DISTANCE BETWEEN EDGE OF DRYWELL AND ANY POTABLE WATER LINES.



4 C4.0 HDPE-LINED LANDSCAPE DRYWELL DETAIL

NOTES:

1. CONTRACTOR TO COORDINATE ALL ELEVATIONS WITH PROVIDED PLANS AND NOTIFY ENGINEER OF ANY DISCREPANCIES OF CONFLICTS PRIOR TO INSTALLATION.
2. MATERIALS SHALL CONFORM WITH THE CURRENT ISPWC STANDARDS, DIVISION 800 AGGREGATES AND ASPHALT, AND CITY OF KETCHUM STANDARDS.
3. MAXIMUM DEPTH SHALL NOT EXCEED 12 FEET.
4. PROVIDE 10' MINIMUM SEPARATION DISTANCE BETWEEN EDGE OF DRYWELL AND ANY POTABLE WATER LINES.

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PROJECT
SEIDNER RESIDENCES
460 N 4TH AVE., KETCHUM, ID 83340
KETCHUM TOWNSITE; BLOCK 75, LOT 6

PRELIMINARY NOT FOR CONSTRUCTION
PROFESSIONAL ENGINEER LICENSED STATE OF IDAHO MATT SMITHMAN

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DETAILS

SHEET NO.
C4.0

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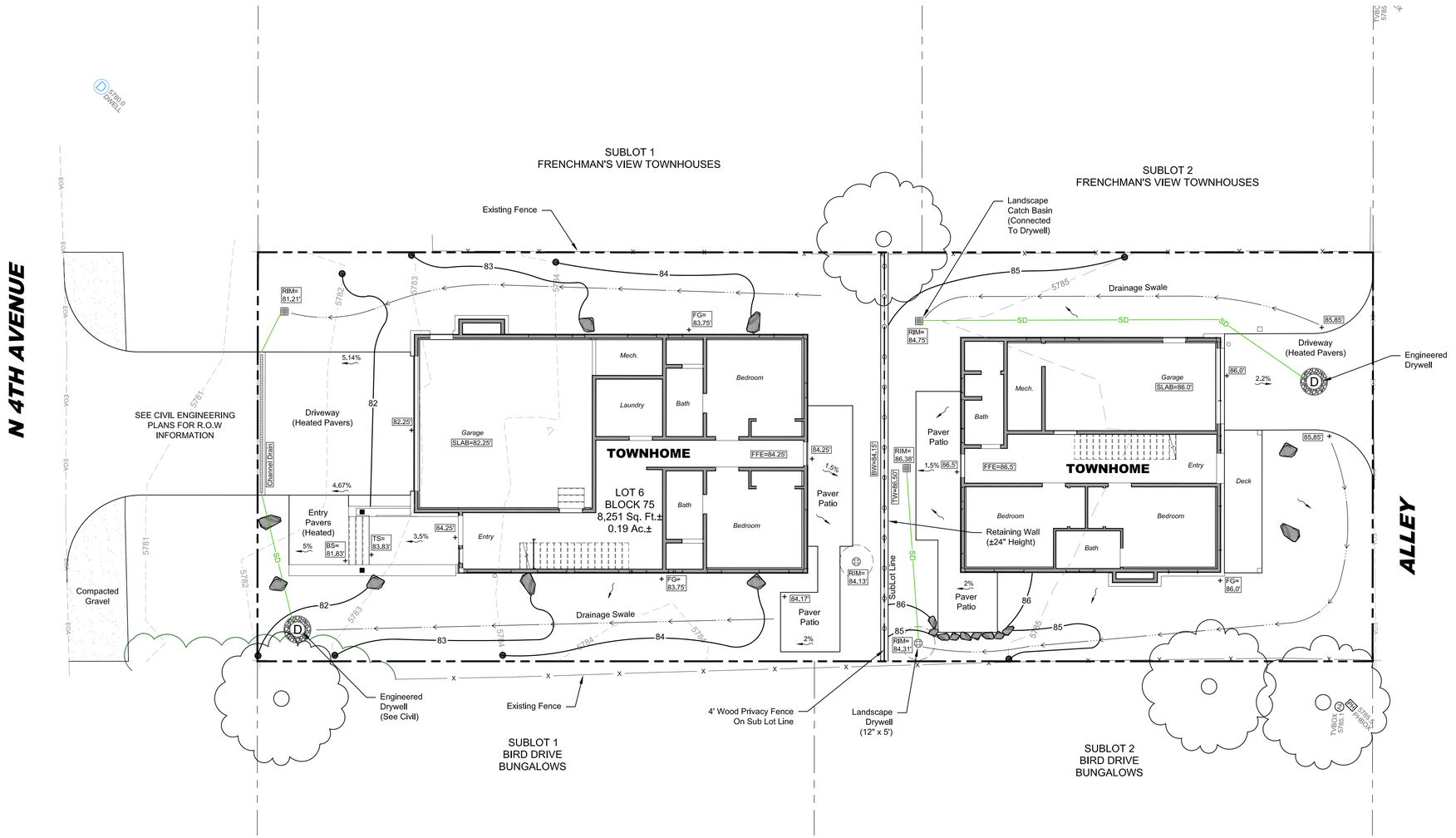
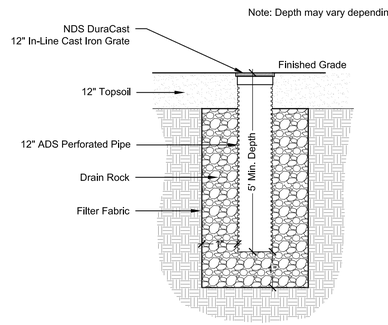
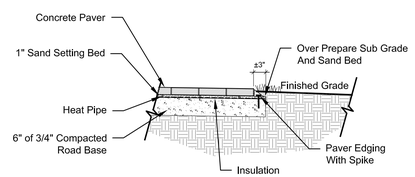




LANDSCAPE DRYWELL



PAVER DRIVEWAY SECTION

LEGEND

- **Property Line** (Per Survey)
- **Existing Contour** (Per Survey)
- **Proposed Contour**
- **Proposed Spot Elevation**
- **Proposed Drainage Direction & Slope**
- **Proposed Drainage Swale**
- **Landscape Drywell** See Detail
- **Landscape Catch Basin** Connected To Drywell
- **Drain Line** 3" Drain Line
- **Landscape Boulders**
- **4' Wood Fence Above Retaining Wall**
- **Concrete Pavers**
- **Existing Trees** (To Remain)

GRADING NOTES

1. **Landscape architect shall review grading on site prior to completion.**
2. **All drainage is to be retained on site.**
3. **The site is under 1 acre of disturbance so a SWPPP Plan is not required. However minor erosion control Best Management Practices (BMP's) will be used as needed to protect the project from storm water discharge.**

GRADING ABBREVIATIONS

FEE	**FINISHED FLOOR ELEVATION**
SLAB	**GARAGE SLAB ELEVATION**
FG	**FINISHED GRADE**
RIM	**RIM ELEVATION**
TW	**TOP OF WALL**
BW	**BOTTOM OF WALL**
TS	**TOP OF STEP**
BS	**BOTTOM OF STEP**

0' 4' 8' 16' 24'

Scale: 1" = 8' - 0"
On 24 x 36 (Arch D) Sheet Size
Contour Interval: 1' Contours

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STATE OF IDAHO · NATHAN W. SCHUTTE · LICENSED LANDSCAPE ARCHITECT · LA - 16798

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PROJECT
SEIDNER RESIDENCES
460 N 4th Avenue
Ketchum, Idaho 83340

DOCUMENT DATE
March 23, 2026

DRAWN BY
Nathan Schutte

REVISION

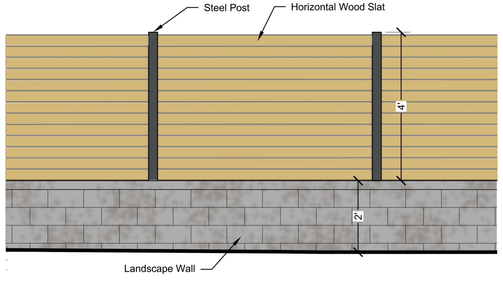
No.	Date	Remark
	05/08/26	Revision

DESIGN REVIEW

LANDSCAPE GRADING & DRAINAGE PLAN

L1





FENCING ELEVATION

PLANT LEGEND

symbol	quan	description	Native or Drought	planted size
	2	**Evergreen Trees**		10'
		Sub Alpine Fir - *Abies lasiocarpa*	Native	
	2	**Small Evergreen Trees**		B & B
		Rostrata Pine - *Pinus mugo 'Rostrata'*	Drought Tolerant	
	3	**Accent Trees**		B & B
		Titarian Maple - *Acer tataricum*	Drought Tolerant	
	15	**Shrubs**		5 Gal.
		PekingCotoneaster - *Cotoneaster lucidus*	Drought Tolerant	
		Diablo Ninebark - *Physocarpus o. 'Diablo'*	Drought Tolerant	
		Common Snowberry - *Symphoricarpos albus*	Native	
		American Cranberrybush - *Viburnum trilobum*	Drought Tolerant	
	97	**Ornamental Grasses & Perennials**		1 Gal.
		Reed Grass - *Calamagrostis x a. 'Karl Foerster'*	Drought Tolerant	
		Blue Oat Grass - *Helictotrichon sempervirens*	Drought Tolerant	
		Black Eyed Susan	Native	
		Russian Sage	Drought Tolerant	
		Salvia	Drought Tolerant	
	2,900 sq ft	**Low Maintenance Grasses**		Hydroseed
		Scottish Link Mix	Drought Tolerant	

LEGEND

- **Property Line** (Per Survey)
- **Existing Contour** (Per Survey)
- **Proposed Contour**
- **Landscape Drywell**
- **Landscape Catch Basin** Connected To Drywell
- **Landscape Boulders**
- **4' Wood Fence Above Retaining Wall**
- **Concrete Pavers**
- **Existing Trees** (To Remain)
- **Existing Trees** (To Be Removed)

IRRIGATION NOTES

1. **Irrigation system shall be an automatically controlled underground system with low water use heads, a smart controller, and rain/freeze sensor for a water wise system.**
2. **Rotator heads to be used in natural grass areas and drip irrigation shall be installed adjacent to buildings in planting beds and around tree plantings in natural areas.**
3. **Irrigation systems shall not be placed against pavement, or placed such that they spray water onto the pavement.**
4. **No irrigation heads to be installed in Right of Way.**

SNOW STORAGE

Driveways & Entry Walks To Be Heated

W N S E

0' 4' 8' 16' 24'

Scale: 1" = 8' - 0"
On 24 x 36 (Arch D) Sheet Size
Contour Interval: 1' Contours

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SEIDNER RESIDENCES
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Ketchum, Idaho 83340

DOCUMENT DATE
March 23, 2026

DRAWN BY
Nathan Schutte

REVISION

No.	Date	Remark
	05/08/26	Revision

DESIGN REVIEW

LANDSCAPE PLAN

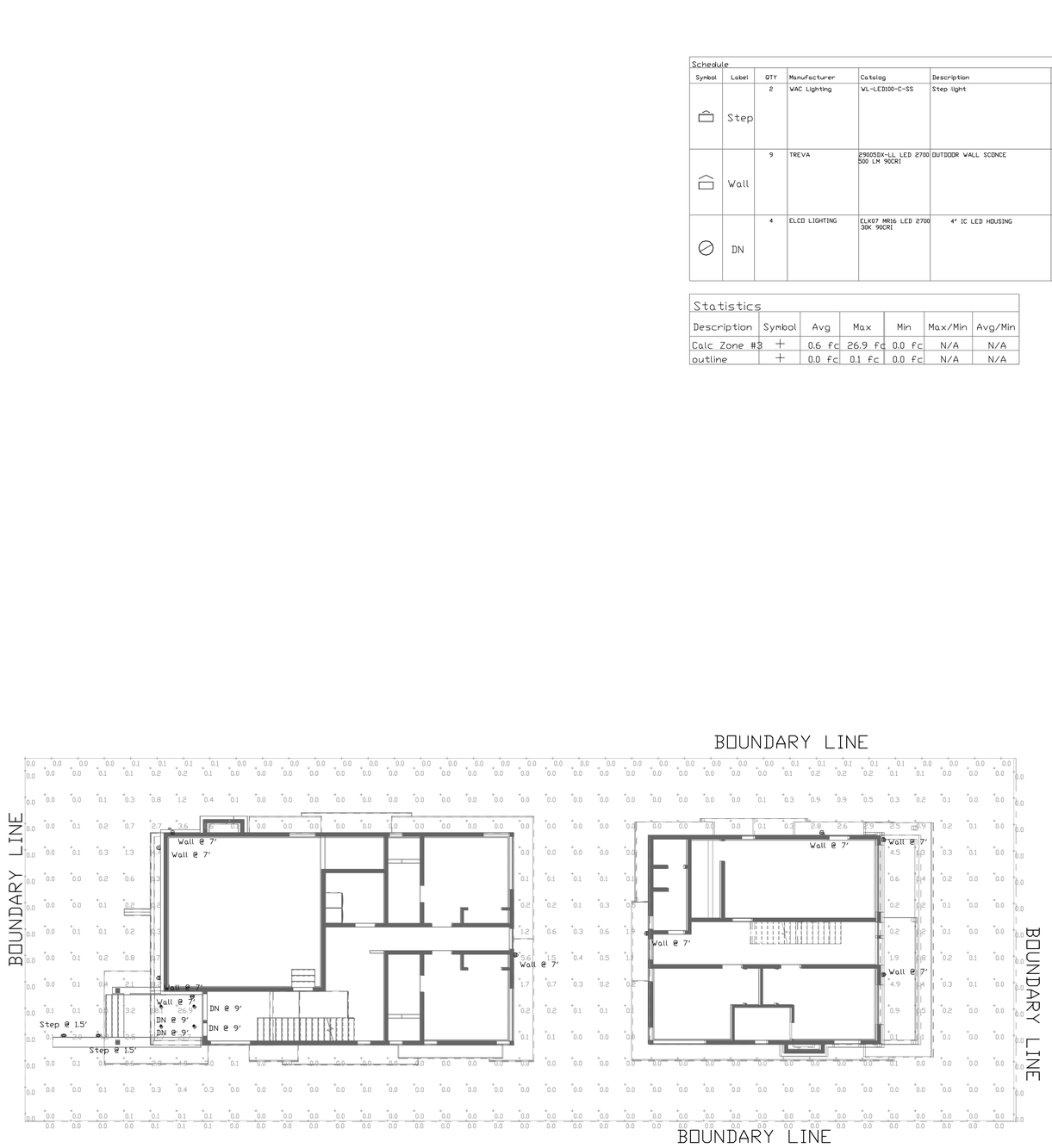
L2

Schedule

Symbol	Label	QTY	Manufacturer	Catalog	Description	Filename	LLF	Total Output	Input Power	Polar Plot
	Step	2	WAC Lighting	WL-LED100-C-SS	Step light	WL-LED100-C-SS.IES	1	45	3.9	Max: 52cd
	Wall	9	TREVA	29005DX-LL LED 2700 500 LM 90CRI	OUTDOOR WALL SCONCE	ALVA_Brian+MT1.IES	1	360	10.05	Max: 331cd
	DN	4	ELCO LIGHTING	ELK07 MR16 LED 2700 30K 90CRI	4" IC LED HOUSING	ICILED 14 G4 06LM 30K 90CRI WWHies	1	619	8.6	Max: 987cd

Statistics

Description	Symbol	Avg	Max	Min	Max/Min	Avg/Min
Calc Zone #3	+	0.6 fc	26.9 fc	0.0 fc	N/A	N/A
outline	+	0.0 fc	0.1 fc	0.0 fc	N/A	N/A



1 E01 SITE PLAN
1/8" = 1'-0"

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Norcross, Georgia 30071
404.330.9798
PROJECT # 326000

PROFESSIONAL ENGINEER LICENSED 7628 STATE OF IDAHO JOHN PAUL KENNEY

SEIDNER RESIDENCES

460 N 4TH AVE
KETCHUM, IDAHO

DRAWN BY: E
CHECKED BY: BA

ISSUE / REVISIONS:

DATE	DESCRIPTION

SHEET NAME:
PHOTOMETRIC PLAN

SHEET NUMBER:
E-01

05.07.26

ELCO Lighting

Project Name:
Fixture Type: DN
Date:

4" STANDARD KOTO™ DOWNLIGHTING SYSTEM

5W-12.5W, 2400K-4000K, CT5, Sunset, or Human Centric.
Up to 1400 lm, 120V



THE KOTO™ SYSTEM

The high quality residential grade downlight with a 2" aperture with lumen output up to 1400 lumens. The quality driver built on top of the modules allows for simple product maintenance and updates

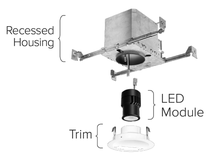


FEATURES

- Integral 120V, Triac/ELV dimmable driver on module for easy maintenance and upgrades
- 10°, 18°, 25°, 38°, 60°, and 90° beam angle options
- Excellent color rendering 95+ CRI
- Title 24 JA8-2022 E-Compliant
- ENERGY STAR Compliant
- Covered by U.S. PATENTS and Patents Pending

SET UP

1. Select a New Construction, Remodel Housing, or Retrofit Socket Adapter.
2. Select a Standard Koto™ LED Module.
3. Select a Trim.



SPECIFICATIONS

Lumens/Wattage	350 lm (5W), 750 lm (10.5W), 850 lm (10.5W), 950 lm (10.5W), 1000 lm (12.5W), 1150 lm (12.5W), 1350 lm (12.5W)
Voltage	120V
Color Temp.	2400K, 2700K, 3000K, 3500K, 4000K, CT5, Sunset, or Human Centric
CRI	95+
Damp Location	UL Listed Adjustable Trims
Wet Location	UL Listed Fixed Trims
Dimming	Triac/ELV (5%)
Beam Angle	10°, 18°, 25°, 38°, 60° & 90°

Finishes

All White | All Black | All Bronze
Black White Ring | Chrome White Ring | Haze White Ring

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PRODUCT NUMBER BUILDER

STEP 2. Specify Koto™ LED Module part number (Select one) Example: ELK0730

ITEM	LUMENS/WATTAGE	COLOR TEMPERATURE	BEAM ANGLE
ELK			
	Standard Koto™ LED Module		
	03[1,2] 350 lm (5W)	**24** 2400K	**(Blank)** 38°[5]
	07[1] 750 lm (10.5W)	**27** 2700K	**-S** 18°
	09[1] 950 lm (10.5W)	**30** 3000K	**-N** 25°
	11[1] 1150 lm (12.5W)	**35** 3500K	**-W** 60°
	13[1] 1350 lm (12.5W)	**40** 4000K	**-E** 90°[6]
		SD[3] Sunset	
		HC[4] Human Centric	
	08[1] 850 lm (10.5W)	**CT5** CCT Switch: 2700K, 3000K, 3500K, 4000K, 5000K	
	10[1] 1000 lm (12.5W)		
	[1] 120V, Triac/ELV dimming [2] Available in 2700K & 3000K	[3] Sunset, Dim to Warm technology, dims from 3000K to 1800K. Available with ELK09 & ELK11 only [4] Human Centric, Dim to Warm technology, dims from 4000K to 2200K. Available with ELK11 module only	[5] 38° installed on module with 25° & 60° included in the box [6] 90° available with frosted reflector only
ELK	10° Narrow Spot Koto™ LED Module		
	03[1] 350 lm (5W)	**27** 2700K	**-NSP**[7] 10°
	08[1] 850 lm (10.5W)	**30** 3000K	
	[1] 120V, Triac/ELV dimming		[7] 10° installed on module, field changeable 25° & 38° lens included in box
	Standard Koto™ FOCUS LED Module		
	07[1] 720-860 lm (10.5W)	**27** 2700K	**-FC**[8] 18°-50°
		30 3000K	
		35 3500K	
		40 4000K	
		SD[3] Sunset	
	[1] 120V, Triac/ELV dimming	[3] Sunset, Dim to Warm technology, dims from 3000K to 1800K	[8] Adjustable Focus offers 18°-50° with a twist of the snoot.

Field Changeable Secondary Module Optics (Not Compatible with Koto Focus Module)

L45	L57	L46	L47	L49	L51	L52	L53	L54	L55	L50W	L50B
Black Hex Louver	White Hex Louver	Linear Lens	Spread Lens	Frosted Diffuser	CCT Reducer	Blue Color Shifter	Pink Color Shifter	Single Asymmetric	Double Asymmetric	White Snoot	Black Snoot

Koto Modules - Lumen Value Multiplier

CCT	Multiplier	Beam Angle	Multiplier
2700K	0.96	**18°**	0.84
3000K	1	**25°**	0.89
3500K	1.05	**38°**	1
4000K	1.085	**60°**	1.065
5000K	1.1	**90°**	0.95
SD	0.80		
HC	0.85		

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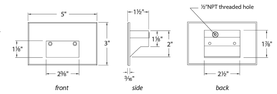
ENDURANCE STEP LIGHT

WL-LED100

WAC®



Fixture Type: STEP
Catalog Number:
Project:
Location:



PRODUCT DESCRIPTION

With a sleek profile and no visible hardware, Endurance Step and Wall Lights are designed to seamlessly blend into any architectural environment. These luminaries deliver enhanced energy efficiency and optimized light output to effectively illuminate stairs, walls, and walkways with little to no glare.

Suitable for both indoor and outdoor applications, the factory-sealed IP67 light engine allows the fixture to withstand harsh outdoor environments.

FEATURES

- Direct wiring, no driver needed
- Low profile, flush to wall aesthetics with no visible hardware
- IP67 rated fully potted/sealed light engine
- 54,000 hour rated life
- Balanced lighting, free of shadows with minimum glare

SPECIFICATIONS

Construction: Die-cast aluminum, brass, or 316 marine grade cast stainless steel

Power: Direct wiring, no remote driver needed.
Input voltage: *120V 50/60Hz*

Light Source: Integrated LED Module, CRI 90+
Optional color lenses. Total power consumption of 3.5W

Mounting: Fits into 2" x 4" J-Box with minimum inside dimensions of 3"L x 2"W x 2"H
Includes bracket for J-Box mount.

Dimming: 100-10% ELV

Operating Temperature: -40°F to +122°F (-40°C to +50°C)

Standards: IP67, ETL & cETL Listed for wet locations
Title 24 JA8-2016 Compliant.

ORDER NUMBER

120V	Color Temperature	Lumens	Finish
WL-LED100 *120V*	**27** *Warm 2700K* **30** *White 3000K* **AM** *Amber 610nm* **RD** *Red 640nm* **BL** *Blue 450nm*	65	**BK** *Black on Aluminum* **BN*** *Brushed Nickel on Aluminum* **BZ** *Bronze on Aluminum* **GH** *Graphite on Aluminum* **SS** *Stainless Steel* **WT** *White on Aluminum*
WL-LED100 *120V*	**27** *Warm 2700K* **30** *White 3000K* **AM** *Amber 610nm*	65	**BBR** *Bronze on brass*

**Brushed Nickel Finish is for interior use only*

[ ] – [ ] – [ ]

Example: **WL-LED100-30-SS**

waclighting.com
Phone (800) 526.2588
Fax (800) 526.2585

Headquarters, East Manufacturing Facility
44 Harbor Park Drive
Port Washington, NY 11050

South East Manufacturing Facility
1600 Distribution Ct
Lithia Springs, GA 30122

Central Manufacturing Facility
1700 South I Elmer Freeway, Ste 100
Cedar Hill, TX 75104

West Manufacturing Facility
17505 Archibald Ave
Ontario, CA 91761

WAC Lighting retains the right to modify the design of our products at any time as part of the company's continuous improvement program. OCT 2025









TREVA

29000DX-LL

SMALL WALL SCONCE

With clean angular lines and a minimalistic silhouette, Treva's architectural modern downlight design serves as an excellent Dark Sky option for outdoor settings. Its sleek metal is elevated by a sophisticated Dark Oxidized Brass finish, which effortlessly complements interior living spaces as well.

DETAILS	
FINISH:	Dark Oxidized Brass
MATERIAL:	Aluminum
DIMMABLE:	YES - CL TYPE DIMMER (SSL7A)

DIMENSIONS	
WIDTH:	5.5"
HEIGHT:	12"
WEIGHT:	2.2lb
BACK PLATE:	5.5"W X 12"H
EXTENSION:	4"
TOP TO OUTLET:	3.75-8.5"

LIGHT SOURCE	
LIGHT SOURCE:	Socketed
WATTAGE:	1-7w GU10 LED *Included
VOLTAGE:	120v

SHIPPING	
CARTON LENGTH:	8.5
CARTON WIDTH:	7
CARTON HEIGHT:	15.8
CARTON WEIGHT:	3.1

PRODUCT DETAILS:

- Invisimount hardware is hidden on the backplate for a clean silhouette
- Wet Rated
- Dark Sky compliant design limits light pollution in surrounding outdoor spaces
- ADA compliant design provides added accessibility and maximum clearance
- Outdoor finishes carry a 2-year warranty
- LED Bulbs carry a 3-year limited warranty
- Bold lines and a clean, minimalist style complement contemporary architecture
- Part of the MOCO Collection, designed to elevate contemporary architecture with modern style, clean lines, and precisely engineered illumination

TYPE : WALL

HINKLEY

HINKLEY
33000 Pin Oak Parkway
Avon Lake, OH 44012

PHONE: (440) 653-5500
Toll Free: 1 (800) 446-5539

hinkley.com

PROFICIENT ENGINEERING
3150 Historic Bridge Road
Norcross, Georgia 30071
404.330.9798
PROJECT # 326000

PROFESSIONAL ENGINEER LICENSED 7628 STATE OF IDAHO JOHN PAUL KENNEY

SEIDNER RESIDENCES
460 N 4TH AVE
KETCHUM, IDAHO

DRAWN BY: E
CHECKED BY: BA

ISSUE / REVISIONS:

DATE	DESCRIPTION

SHEET NAME:
DATA SHEETS

SHEET NUMBER:
E-02

05.07.26

Exterior Materials



Metals

Use	Material	Color / Finish	Notes
F ng wall cap Chimney Cap Gutters and Downspouts	24 ga metal	Bonderized	Hemmed edges



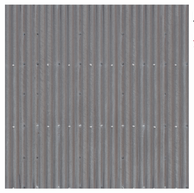
Soffit

Use	Material	Color / Finish	Notes
Soffit	Wood	Natural / Warm Brown	1x6 Square edge



Siding

Use	Material	Color / Finish	Notes
Siding, Window Trim Door Trim, Horizontal Band	Wood	Charred Dark, grain to show	Vertical / T&G



Roof

Use	Material	Color / Finish	Notes
Sloped Roof	Bonderized (Metal)	Grey	Corrugated



Timbers - Beams, Columns, Rafters

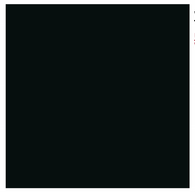
Use	Material	Color / Finish	Notes
Beams/Coumns/Rafters	Wood	Brown, stain	Exposed top to have metal cap

Exterior Materials



Stone

Use	Material	Color / Finish	Notes
Site Walls & Wall veneer	Stone	Grey & Browns	Corinthian Granite



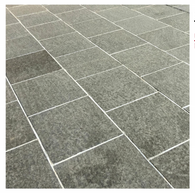
Windows

Use	Material	Color / Finish	Notes
Window Cladding	Metal	Midnight Bronze	



Railing

Use	Material	Color / Finish	Notes
Railing	Metal & Wood Cap	Dark Bronze, Balusters Stained Brown, Wood Cap	



Pavers

Use	Material	Color / Finish	Notes
Entry, Patio, Walkway	Stone, Basalt	Nordic Black	

BRUNELLE ARCHITECTS INC

100 Cranbrook Rd
PO BOX 3204
Hailey Idaho
83333-3204
p 208.588.0771

©2020

PROJECT:
Seidner Residences

460 N 4th Ave
Ketchum, Idaho

Design Review:	6/15/26
Permit Set:	xx/xx/xx
Construction Set:	xx/xx/xx
REVISION	DATE

NOTES:

Licensed Architect
Michael R. Brunelle
AR-984536
Hailey
State of Idaho

Materials

SCALE: 1" = 1'-0"

Materials

DRAWN BY: Author

Plot Date: 6/15/2026 12:46:39 PM



Existing Structure - North West and 420 N 4th Ave A - North



Existing Structure - South West



420 N 4th Ave A - East



360 W 5th St - South



420 N 4th Ave B - North



420 N 4th Ave B - East



371 W 5th St - South



380 W 5th St - North and 360 W 5th St - North



380 W 5th St - South



360 W 5th St - North



540 N 4th Ave and 500 N 4th Ave - West



311 W 5th St - South West



320 W 5th St - West



340 W 5th St 1/2 - North



111 Frenchmans Ct - East



110 Frenchmans Ct - North East



431 N 4th Ave and 421 N 4th Ave - North East

BRUNELLE ARCHITECTS INC

100 Cranbrook Rd
PO BOX 3204
Hailey Idaho
83333-3204
p 208.549.6771

6/2020

PROJECT:
Seidner Residences

460 N 4th Ave
Ketchum, Idaho

Design Review:	6/15/26
Permit Set:	xx/xx/xx
Construction Set:	xx/xx/xx
REVISION	DATE

NOTES:

Licensed Architect
Michael R. Brunelle
AR-984536
Hailey
State of Idaho

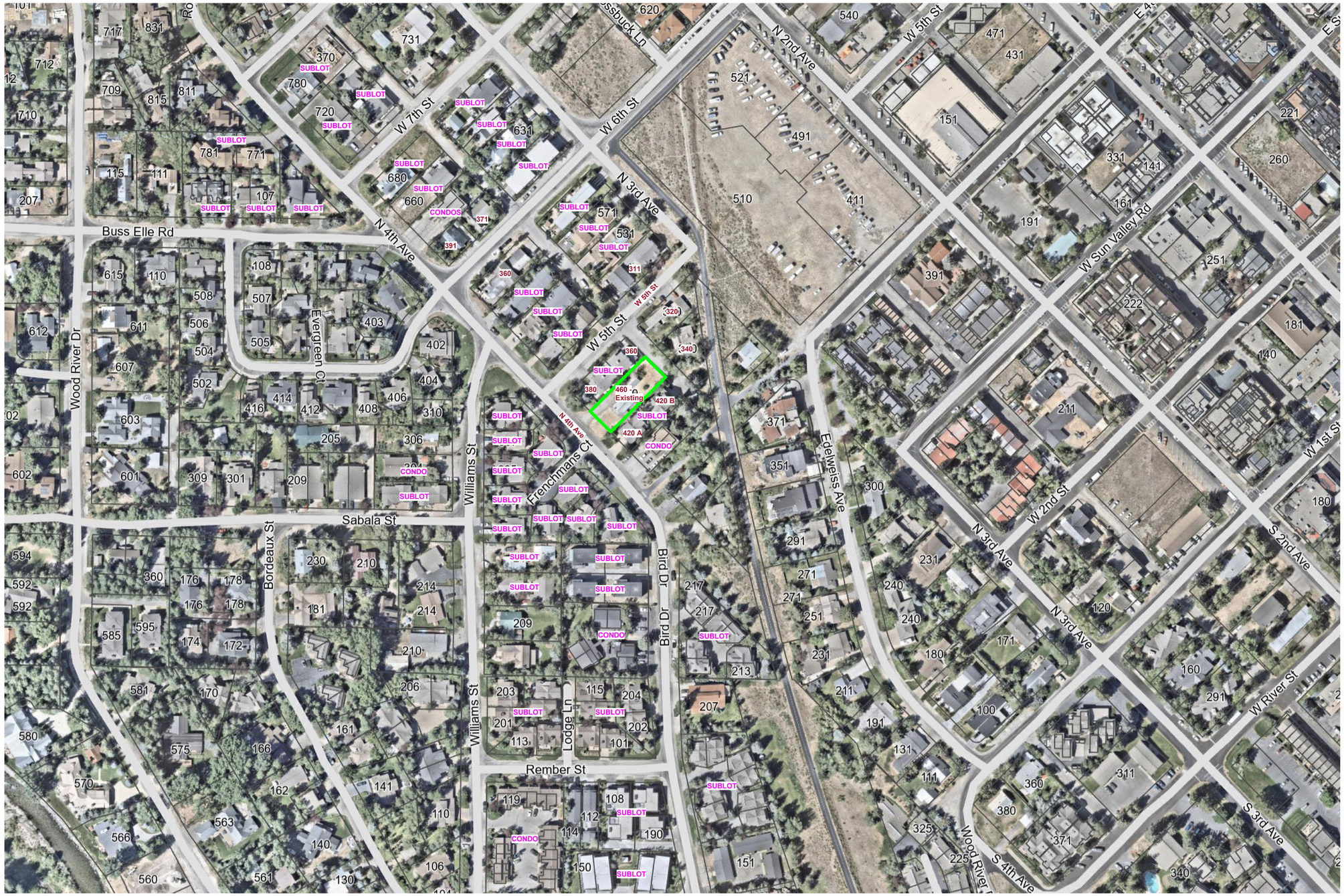
Neighborhood Images

SCALE:

A-001

DRAWN BY: Author
Plot Date: 6/15/2026 12:46:46 PM

290



Adjacent properties

BRUNELLE ARCHITECTS INC

PROJECT:
Seidner Residences

460 N 4th Ave
Ketchum, Idaho

Design Review:	6/15/26
Permit Set:	xx/xx/xx
Construction Set:	xx/xx/xx
REVISION	DATE

NOTES:

Licensed Architect
Michael R. Brunelle
AR-984536
Hailey
State of Idaho

Adjacent Properties

SCALE:

A-002

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Plot Date: 6/15/2026 12:46:54 PM

291

Exterior Lighting

Exterior Lighting Legend

~~Type A~~
Large Wall Mount Lantern
Hinkley Treva - 29005DX-LL
Number of fixtures - 8
7W LED
Color Temp - 2700
Lumens - 500 -
• (10 x 500 = **5,000**)
CRI - 90
Dark Sky Compliant - yes

Type **B**
Recessed Can Fixture
Elco Lighting - ELK07
Number of fixtures - 4
MR16 LED
Color Temp - 2700
Lumens - 750 -
• (4 x 750 = **3,000**)
CRI - 90
Dark Sky Compliant - yes

Type **C**
Wall / Step light
WAC WL-LED100
Number of fixtures - 2
-
Color Temp - 2700
Lumens - 68 -
• (2 x 68 = 136)
CRI - 90
Dark Sky Compliant - yes

Total Lumen Calculation

Type 'A': 500 Lumens x 10 = 4000 Lumens

Type 'B': 750 Lumens x 4 = 3,000 Lumens

Type 'C': 2 x 68 = 136 Lumens

Total Lumens **7,136 Lumens**

Allowable Lumens **xxx Lumens**

Color temperature for all exterior lighting shall not exceed 2,700 Kelvin

Type **A**



TREVA
29005DX-LL
LARGE WALL MOUNT LANTERN
With clean angular lines and a minimalistic silhouette, Treva's architectural modern downlight design serves as an excellent Dark Sky option for outdoor settings. Its sleek metal is elevated by a sophisticated Dark Oxidized Brass finish, which effortlessly complements interior living spaces as well.

DETAILS	
FINISH:	Dark Oxidized Brass
MATERIAL:	Aluminum
DIMMABLE:	YES - CL TYPE DIMMER (SSL7A)

DIMENSIONS	
WIDTH:	5.5"
HEIGHT:	22"
WEIGHT:	3.6lb
BACK PLATE:	5.5"W X 22"H
EXTENSION:	4"
TOP TO OUTLET:	5.5-16.75"

LIGHT SOURCE	
LIGHT SOURCE:	Socketed
WATTAGE:	1-7w GU10 LED *Included
VOLTAGE:	120v

SHIPPING	
CARTON LENGTH:	8.5
CARTON WIDTH:	7
CARTON HEIGHT:	26
CARTON WEIGHT:	4.9

500 Lumens,
2700k color temperature

PRODUCT DETAILS:
- Aluminum material ensures this piece can withstand strenuous outdoor conditions
- Wet Rated
- Mounted at a point of entry, wall mount lights provide safety and security with a welcoming element
- LED Bulbs carry a 3-year limited warranty
- Outdoor finishes carry a 2-year warranty
- ADA compliant design provides added accessibility and maximum clearance
- Bold lines and a clean, minimalist style complement contemporary architecture
- Invisimount hardware is hidden on the backplate for a clean silhouette

HINKLEY
HINKLEY 33000 Pin Oak Parkway Avon Lake, OH 44012
PHONE: (440) 653-5500 Toll Free: 1 (800) 446-5539
hinkley.com

ELCO Lighting

Project name: 120 East Ave
Fixture type: R1
Date: 1/20/2026

Type **B**

4" New Construction IC Airtight Housing



4" New construction dedicated LED housing. Compatible with 4" LED inserts, LED modules or PSA37 with MR16 trims. Can include step-down transformer.

Features
- IC Airtight for direct contact with insulation, for use in IC and non-IC applications
- Housing adjusts in frame to accommodate up to 1 1/2" ceiling thickness
- Optional: 277V to 120V step-down transformer (EL490ICA-7 only)
- Meets Title 24 requirements.
- EMS version complies with CEC Title 20 and Title 24
- Trims and inserts sold separately
- Compatible with Koto Module, LED inserts and PSA37
- With Quick Connect Terminal

Specifications

Wattage	18W MAX
Voltage	120/277V or 277V
Wet Location	Listed with Shower Trims
Damp Location	Listed

Options

EL490ICA-EMS Emergency Backup

Technical Details

Construction:
- Single wall IC rated for direct contact with insulation, for use in IC or non-IC conditions.
- Housing adjusts in frame to accommodate up to 1 1/2" ceiling thickness.
- Airtight housing with gasket to restrict airflow in accordance with ASTM E-283 air-tight requirements.

Installation: Designed for ceiling plenums where 2x6 joists or taller joists are used. High strength hanger bars can easily be nailed to joists. Maximum hole cutout is 4 1/4". Suitable for T-grid and drop ceiling applications. See installation sheet for detailed information. (For trimless applications only: access above the ceiling is required for servicing the fixture after installation.)

Junction Box: Positioned to accommodate straight conduit runs. Seven 1/2" trade size conduit knockouts, four 3/4" knockouts with pry-out knockout slots. 4 Romex pryouts with strain relief.

Hanger Bars: Pre-installed hanger bars with TrueNail facilitate easy installation in regular lumber, engineered lumber, and laminated beams. Integral T-bar slots for easy installation in T-bars. Spans up to 24" and can be repositioned 90°. Score lines allow for tool-free hanger bar size reduction. Integral leveling flange allows for single-person installation while aligning the housings with the joists.

Electrical: Input Voltage: 120V AC. Inherently protected.

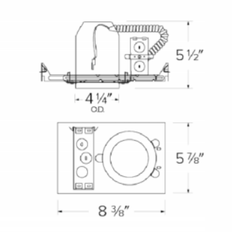
Dimmability: Dimmability based on lamp.

Lamp: Designed for use with ELCO 4" LED inserts, LED modules, or PSA37 with 4" MR16 trims.

Listings: cULus Listed for US and Canada. cUL Listed for Damp Location/Wet Location with select trims. cUL Listed for Feed Through. cUL Listed for Direct Contact with Insulation and Combustible Material. Airtight per ASTM E-283. JA8-2022-E Title 24 Compliant. EMS version complies with CEC Title 20 and Title 24.

Warranty: ELCO Lighting warrants products will be free from defects in materials and workmanship for a period of 5 years.

Dimensions



Product Numbers

Item	Description	Watts	Voltage
EL490ICA		18W MAX	120/277V
EL490ICA-7	with 277V to 120V Step-Down Transformer	18W MAX	277V
EL490ICA-EMS	Emergency Battery Backup	18W MAX	120/277V

2042 E. Vernon Ave., Vernon, CA 90058 • Tel (323) 231-2600 Fax (323) 231-3200 • elcolighting.com
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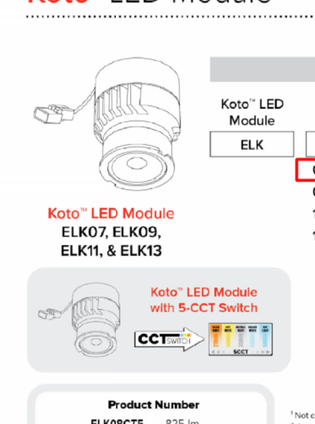
Page 1 of 6

Compatible Products

ELCO Lighting

For use with Dedicated **4" IC LED Housings**

Koto™ LED Module



Koto™ LED Module
ELK07, ELK09, ELK11, & ELK13

Koto™ LED Module with 5-CCT Switch

Product Number	
ELK08CT5	825 lm
ELK10CT5	1000 lm

PRODUCT NUMBER BUILDER

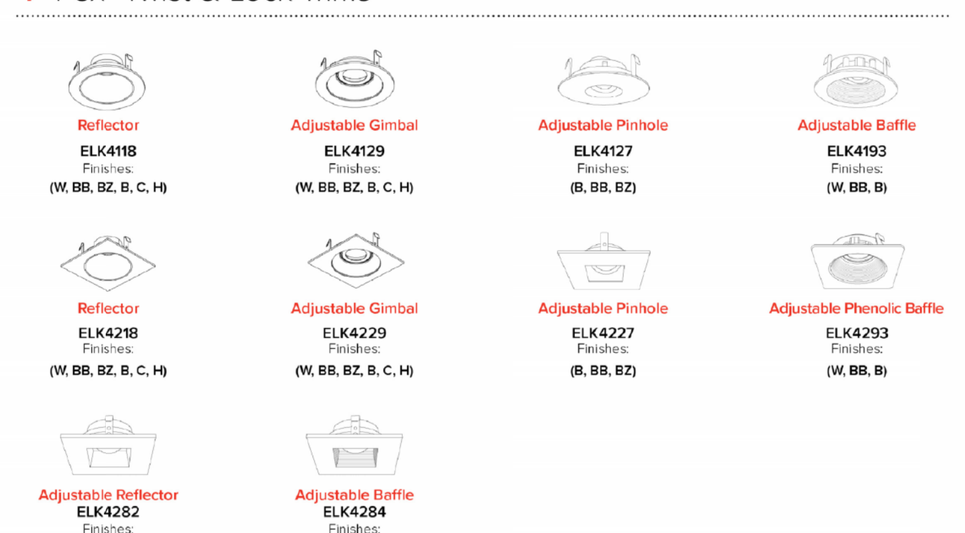
Koto™ LED Module	Lumens	Color Temperature	Beam Angle
ELK	07 750 lm	24 2400K	(blank) 38° lens (Standard)
	09 950 lm	27 2700K	-S 18° lens
	11 1150 lm	30 3000K	-N 25° lens
	13 1350 lm	35 3500K	-W 60° lens
		40 4000K	-FC 18°-50° Adjustable (ELK07 Only)
		SD Sunset Dimming (For ELK09 & ELK11)	
		HC Human Centric Dimming (For ELK11)	

ACCESSORIES

Lens		Reflectors	
EP731C	18° Lens	EP735C	15°
EP732C	25° Lens	EP736C	25°
EP733C	38° Lens	EP737C	38°
EP734C	60° Lens	EP738C	60°

Secondary Optics
L45 Hex Louver
L46 Linear Louver
L47 Spread Louver

4" Pex™ Twist-&-Lock Trims



Reflector ELK4118 Finishes: (W, BB, BZ, B, C, H)	Adjustable Gimbal ELK4129 Finishes: (W, BB, BZ, B, C, H)	Adjustable Pinhole ELK4127 Finishes: (B, BB, BZ)	Adjustable Baffle ELK4193 Finishes: (W, BB, B)
Reflector ELK4218 Finishes: (W, BB, BZ, B, C, H)	Adjustable Gimbal ELK4229 Finishes: (W, BB, BZ, B, C, H)	Adjustable Pinhole ELK4227 Finishes: (B, BB, BZ)	Adjustable Phenolic Baffle ELK4293 Finishes: (W, BB, B)
Adjustable Reflector ELK4282 Finishes: (W)	Adjustable Baffle ELK4284 Finishes: (W)		

*Finishes: **W** - All White, **BB** - All Black, **BZ** - All Bronze, **B** - Black Reflector w/White Ring, **C** - Chrome Reflector w/White Ring, **H** - Haze Reflector w/White Ring

2042 E. Vernon Ave., Vernon, CA 90058 • Tel (323) 231-2600 Fax (323) 231-3200 • elcolighting.com
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Page 2 of 6

Type **C**

Model: WL-LED100
LEDme® Step Light

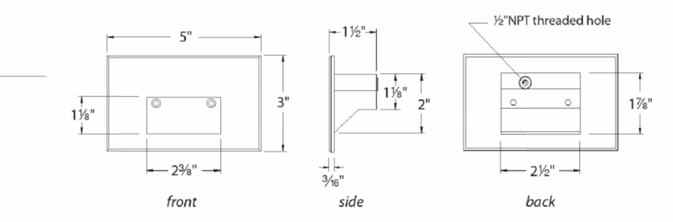
WAC LIGHTING
Responsible Lighting®



Fixture Type:
Catalog Number:
Project:
Location:

PRODUCT DESCRIPTION
Horizontal rectangle LEDme® Step Light. Designed for safety and style on stairways, patios, decks, balcony areas, walkways and building perimeters.

Features an architectural design. Energy efficient for long-lasting indoor and outdoor lighting solutions. Creates an attractive, romantic impression at night.



FEATURES
- Solid diecast brass, corrosion resistant aluminum alloy, or cast stainless steel construction
- Direct wiring, no driver needed
- **Low profile, flush to wall aesthetics with no visible hardware**
- 54,000 hour rated life
- Balanced lighting, free of shadows with minimum glare
- IP66 rated, Protected against high-pressure water jets
- **Up to 200 fixtures can be connected in parallel**
- 5 year WAC Lighting product warranty

SPECIFICATIONS
Construction: Die-cast aluminum or 316 marine grade cast stainless steel
Power: Direct wiring, no remote driver needed. Input voltage: 120V or 277VAC 50/60Hz
Light Source: 2700K or 3000K CCT Samsung HV-AC High Power LED, CRI: 90. Optional color lenses. Total power consumption of 3.5W
Mounting: Fits into 2" × 4" J-Box with minimum inside dimensions of 3"L × 2"W × 2"H. Includes bracket for J-Box mount.
Dimming: Dim to 10% with electronic low voltage (ELV) dimmer. Approved dimmers: Lutron Nova-T NTELV-300 & NTELV-600, Lutron Vierti VTELV-600, Lutron Diva DVELV-300P, Lutron Skylark SELV-300P, Lutron Maestro MAELV-600
Standards: IP66, UL & cUL Listed for wet locations, Title 24 JA8-2016 Compliant.

ORDER NUMBER

120V Model #		Light Color			Finish	
WL-LED100	120V	27	Warm	2700K	BK	Black on Aluminum
		C	White	3000K	BN*	Brushed Nickel on Aluminum
		AM	Amber	610nm	BZ	Bronze on Aluminum
		RD	Red	640nm	GH	Graphite on Aluminum
		BL	Blue	450nm	SS	Stainless Steel
					WT	White on Aluminum
WL-LED100	120V	27	Warm	2700K	BBR	Bronze on brass
		C	White	3000K		
		AM	Amber	610nm		

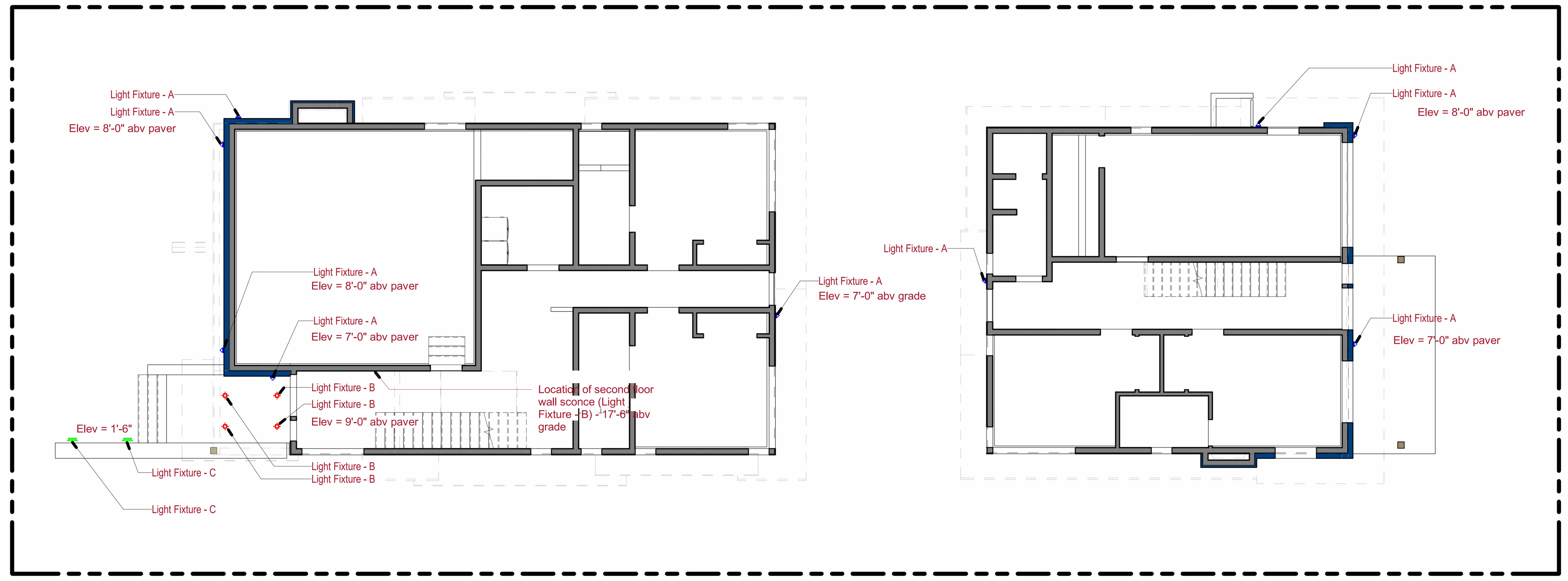
277V Model #		Light Color			Finish	
WL-LED100F	277V	C	White	3000K	BK	Black on Aluminum
		AM	Amber	610nm	BN*	Brushed Nickel on Aluminum
		RD	Red	640nm	BZ	Bronze on Aluminum
		BL	Blue	450nm	GH	Graphite on Aluminum
					SS	Stainless Steel
					WT	White on Aluminum

*Brushed Nickel Finish is for interior use only

Example: **WL-LED100F-BL-SS**

waclighting.com	Headquarters/Eastern Distribution Center	Central Distribution Center	Western Distribution Center
Phone (800) 526.2588	44 Harbor Park Drive	1600 Distribution Ct	1750 Archibald Avenue
Fax (800) 526.2585	Port Washington, NY 11050	Lithia Springs, GA 30122	Ontario, CA 91760

WAC Lighting retains the right to modify the design of our products at any time as part of the company's continuous improvement program. DEC 2021



1 A-003 Site Plan - Electrical
1/8" = 1'-0"

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PROJECT:
Seidner Residences

460 N 4th Ave
Ketchum, Idaho

Design Review:	6/15/26
Permit Set:	xx/xx/xx
Construction Set:	xx/xx/xx
REVISION	DATE

NOTES:

Licensed Architect
Michael R. Brunelle
AR-984536
Hailey
State of Idaho

Exterior Lighting

SCALE: As indicated

A-003

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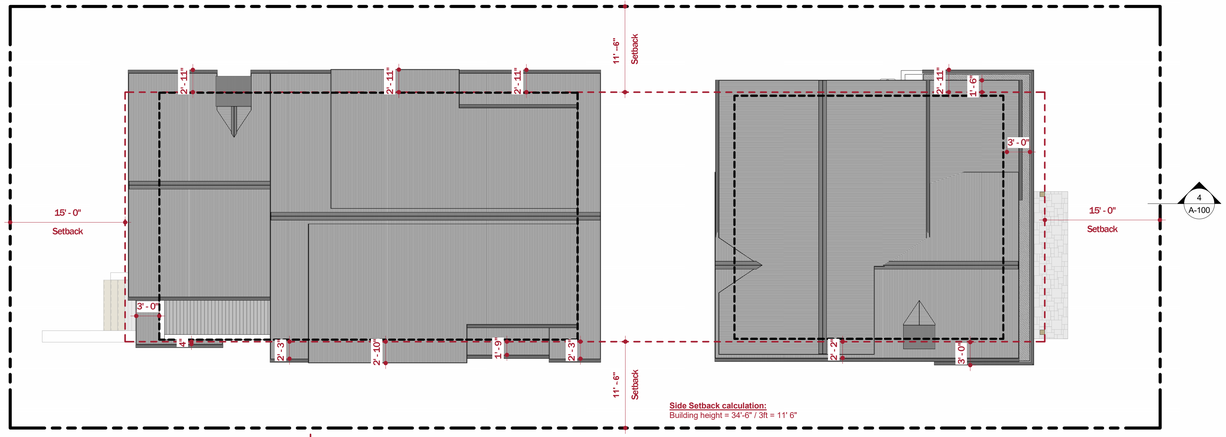
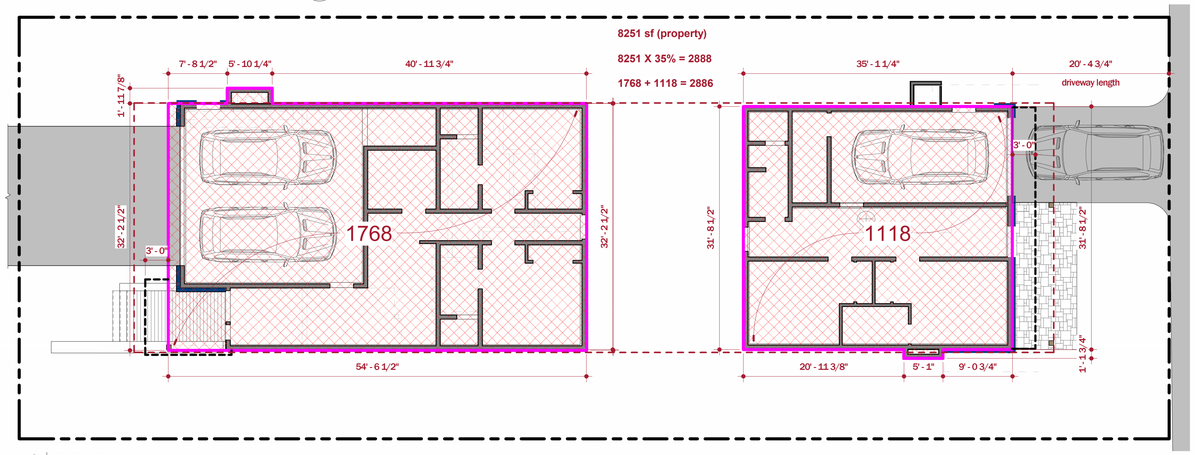
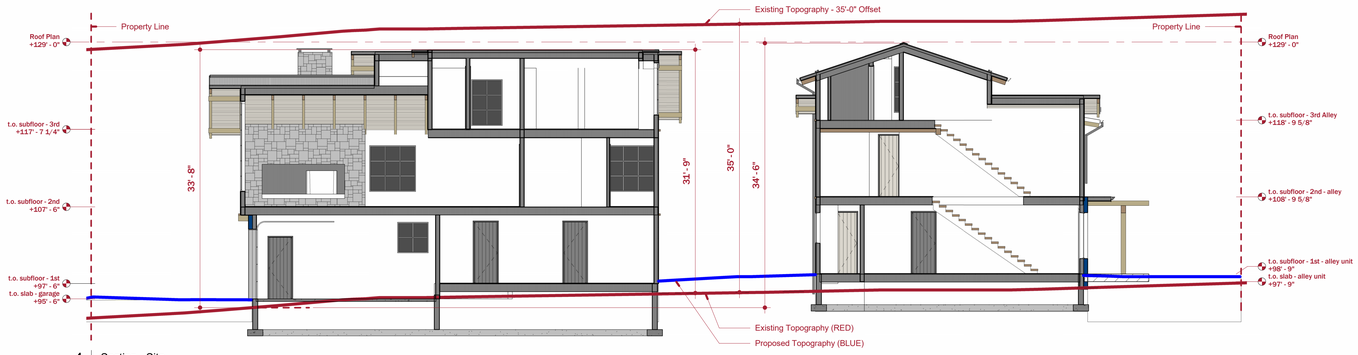
Plot Date: 6/15/2026 12:47:06 PM



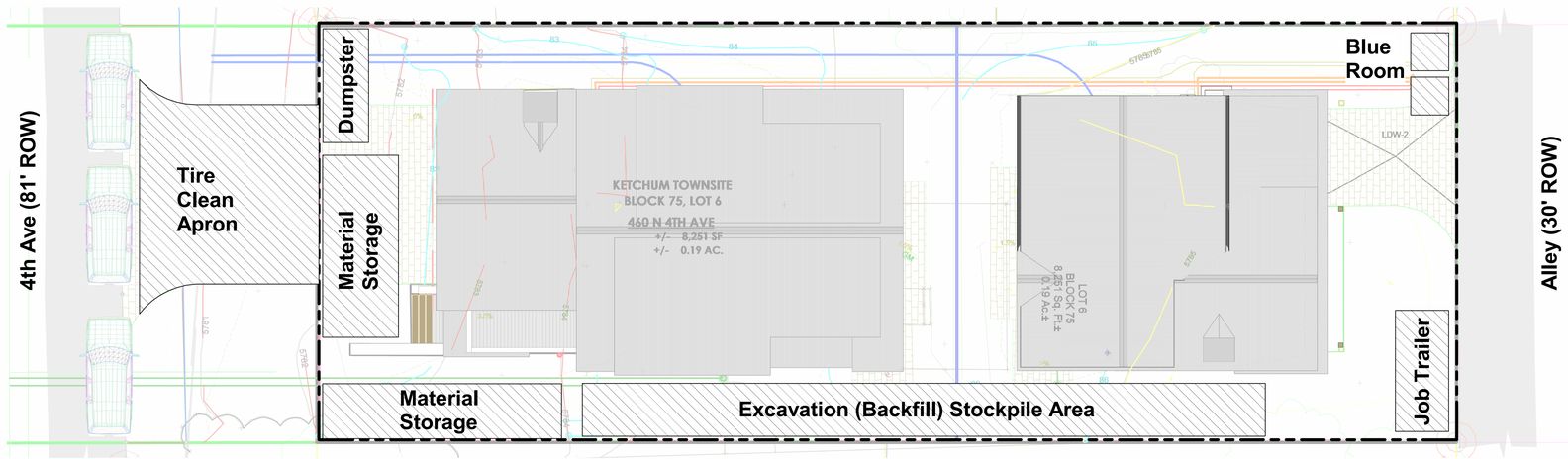
2 | Setbacks
A-100 | 1/8" = 1'-0"



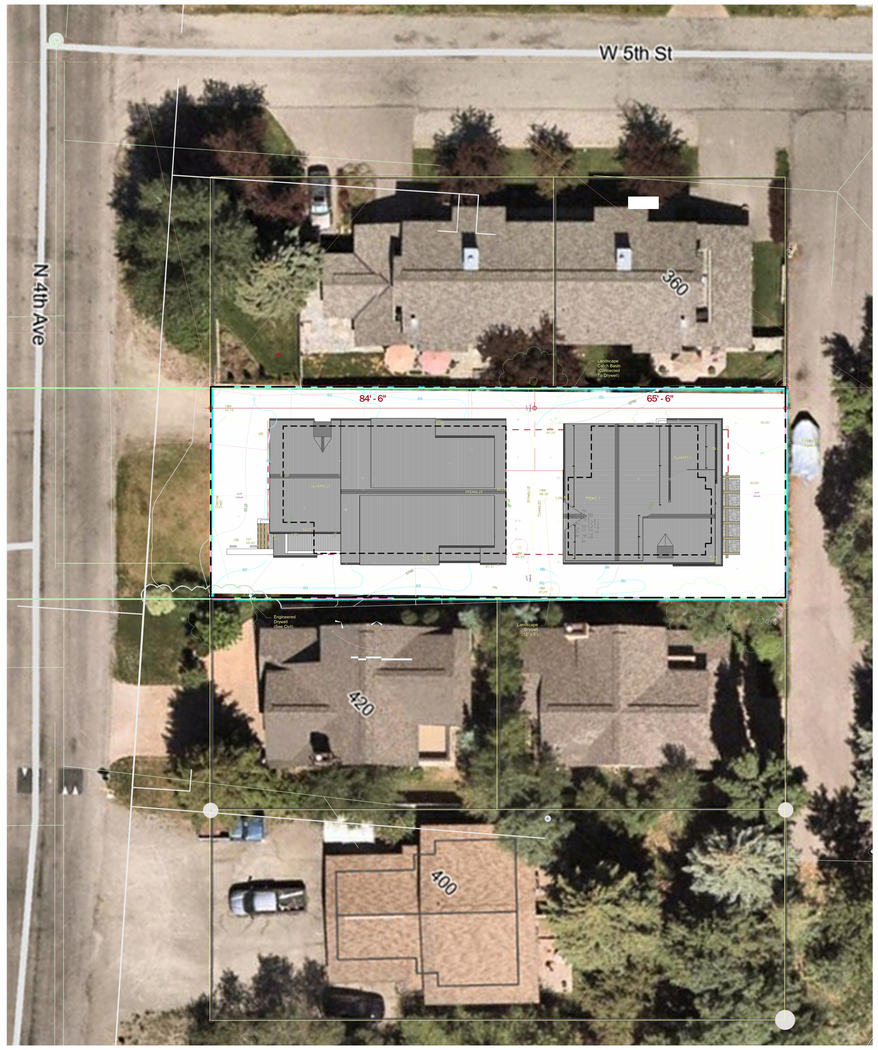
3 | Building Coverage
A-100 | 1/8" = 1'-0"



4 | Section - Site
A-100 | 1/8" = 1'-0"



5 | Construction Activity Plan
A-100 | 1/8" = 1'-0"



1 | Aerial with Proposed
A-100 | 1/16" = 1'-0"

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State of Idaho

Site Plan

SCALE: As indicated

A-100

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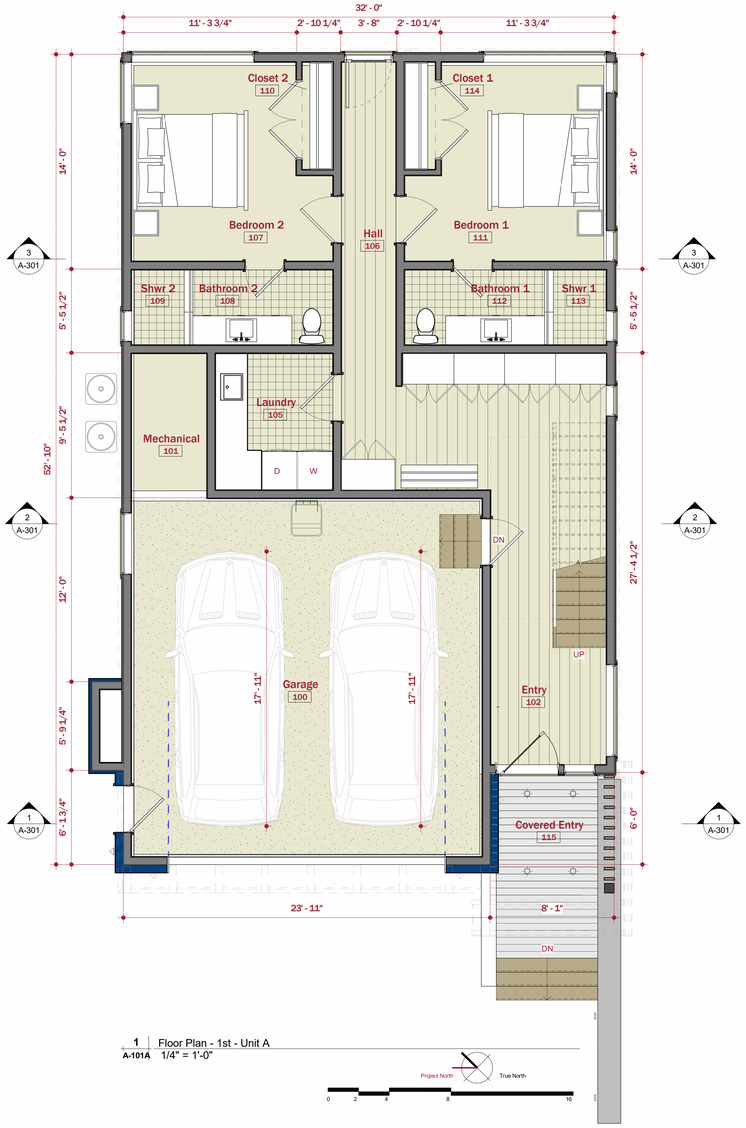
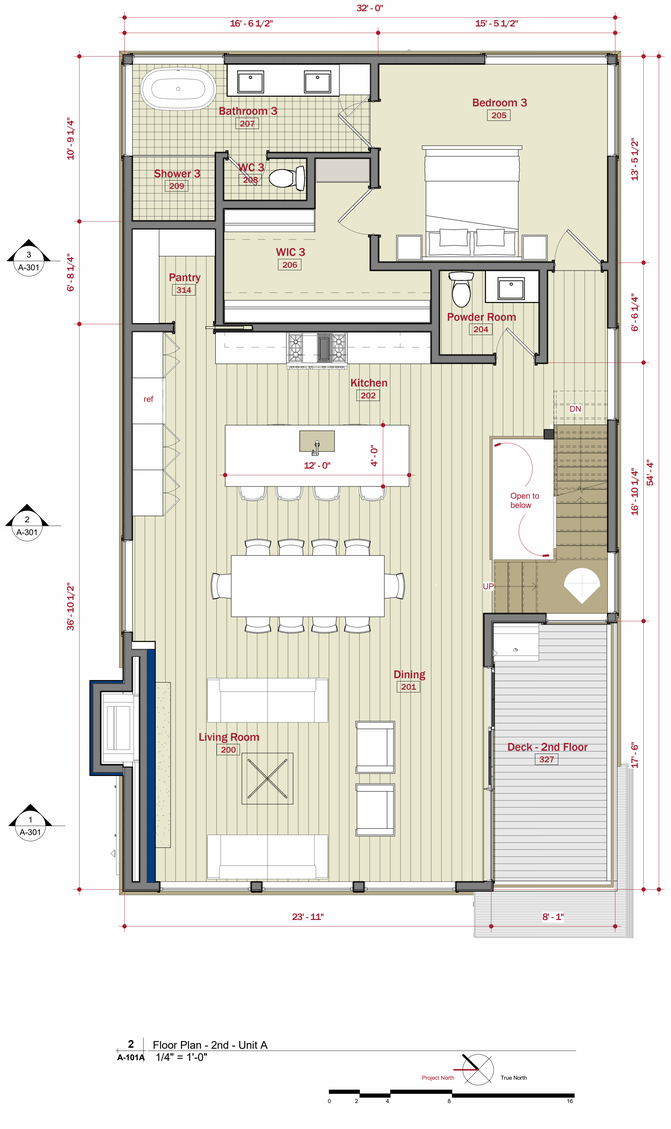
Plot Date: 6/15/2026 12:47:31 PM

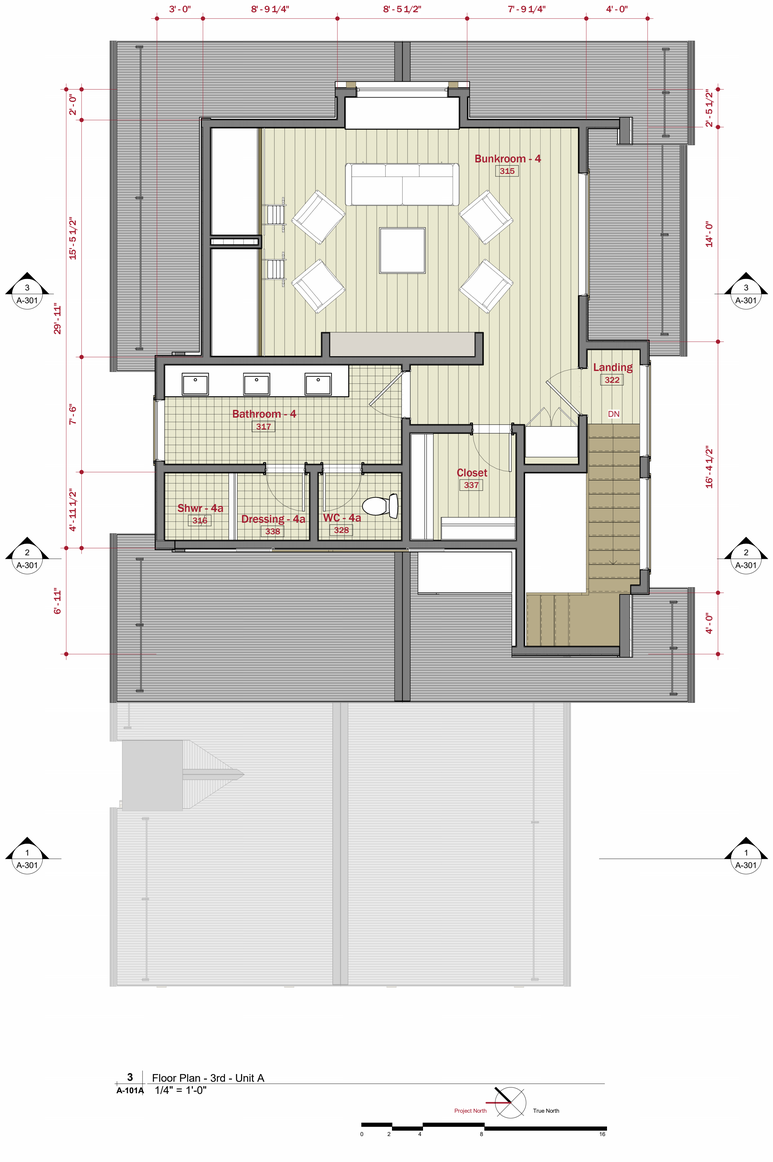
293



1 Floor Plan - 1st - Unit A
A-101A 1/4" = 1'-0"



2 Floor Plan - 2nd - Unit A
A-101A 1/4" = 1'-0"



3 Floor Plan - 3rd - Unit A
A-101A 1/4" = 1'-0"

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NOTES:

Area Schedule - Unit A - Living - Gross

Level	Area
Unit A - 1st Floor - Living	1026 SF
Unit A - 2nd floor - Living	1536 SF
Unit A - 3rd floor - Living	763 SF
	3325 SF

Area Schedule - Unit A - Gross

Level	Area
Unit A - Garage/Mech	647 SF
Unit A - 1st Floor - Living	1026 SF
Unit A - 2nd floor - Living	1536 SF
Unit A - 3rd floor - Living	763 SF
	3972 SF

Area Schedule - Unit B - Living - Gross

Level	Area
Unit B - 1st Floor - Living	749 SF
Unit B - 2nd Floor - Living	1069 SF
Unit B - 3rd floor - Living	575 SF
	2393 SF

Area Schedule - Unit B - Gross

Level	Area
Unit B - Garage	372 SF
Unit B - 1st Floor - Living	749 SF
Unit B - 2nd Floor - Living	1069 SF
Unit B - 3rd floor - Living	575 SF
	2765 SF

Licensed Architect
Michael R. Brunelle
AR-984536
Hailey
State of Idaho

Floor Plans

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

A-101A

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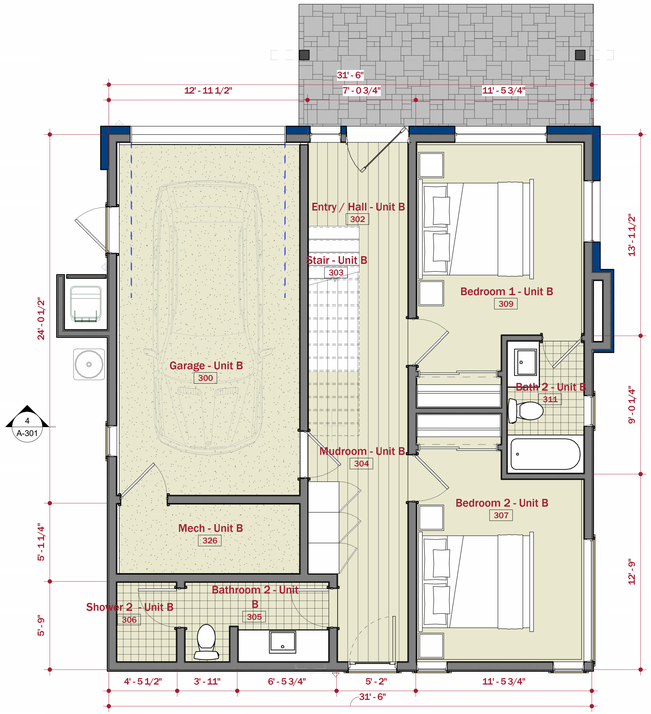
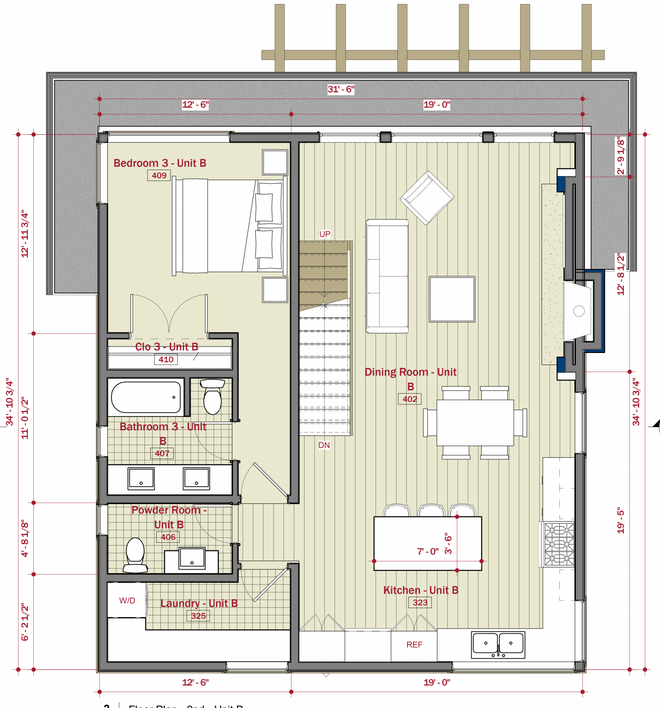
294



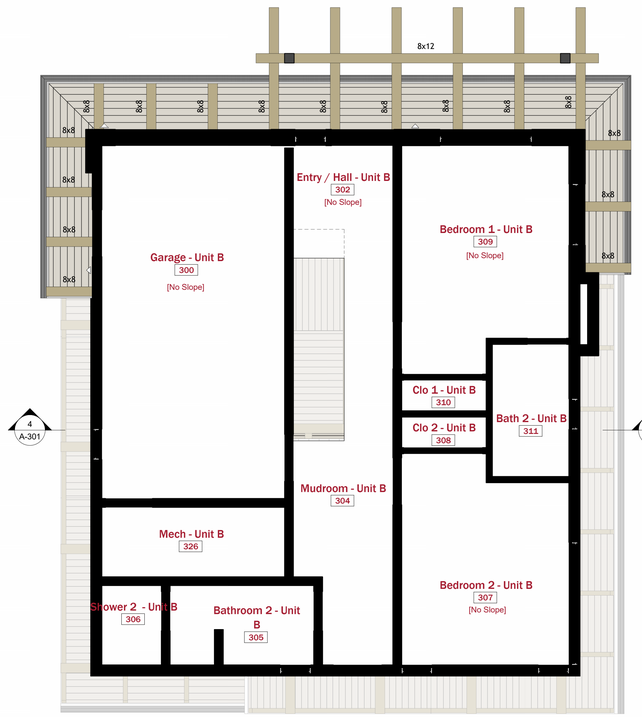
1 Floor Plan - 1st - Unit B
A-101B 1/4" = 1'-0"



2 Floor Plan - 2nd - Unit B
A-101B 1/4" = 1'-0"



7 Floor Plan - 3rd - Unit B
A-101B 1/4" = 1'-0"



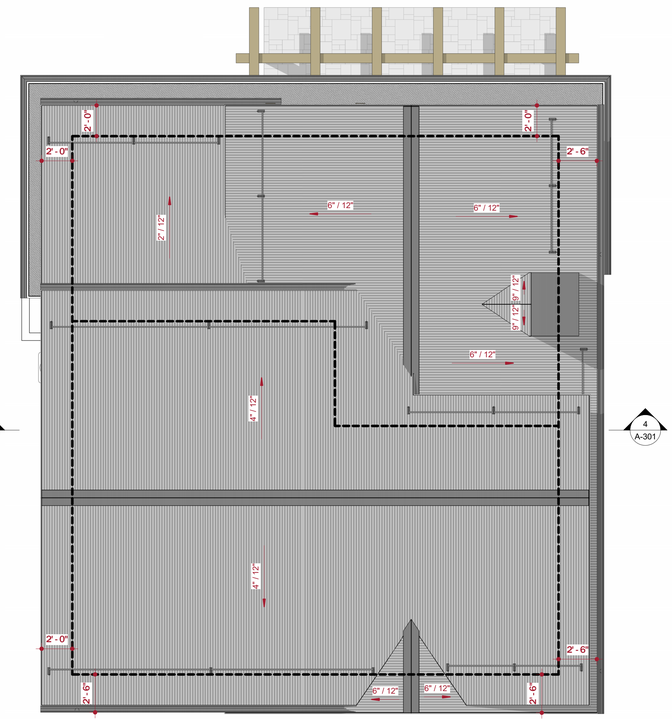
4 RCP - 1st - Unit B
A-101B 1/4" = 1'-0"



5 RCP - 2nd - Unit B
A-101B 1/4" = 1'-0"



6 RCP - 3rd - Unit B
A-101B 1/4" = 1'-0"



3 Roof Plan - Unit B
A-101B 1/4" = 1'-0"

Project North
True North
0 2 4 8 16

Area Schedule - Unit B - Living - Gross

Level	Area
Unit B - 1st Floor - Living	749 SF
Unit B - 2nd Floor - Living	1069 SF
Unit B - 3rd floor - Living	575 SF
	2393 SF

Area Schedule - Unit B - Gross

Level	Area
Unit B - Garage	372 SF
Unit B - 1st Floor - Living	749 SF
Unit B - 2nd Floor - Living	1069 SF
Unit B - 3rd floor - Living	575 SF
	2765 SF

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PROJECT:
Seidner Residences

460 N 4th Ave
Ketchum, Idaho

Design Review:	6/15/26
Permit Set:	xx/xx/xx
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REVISION	DATE

NOTES:

Licensed Architect
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AR-984536
Hailey
State of Idaho

Floor, Roof, RCP

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

A-101B

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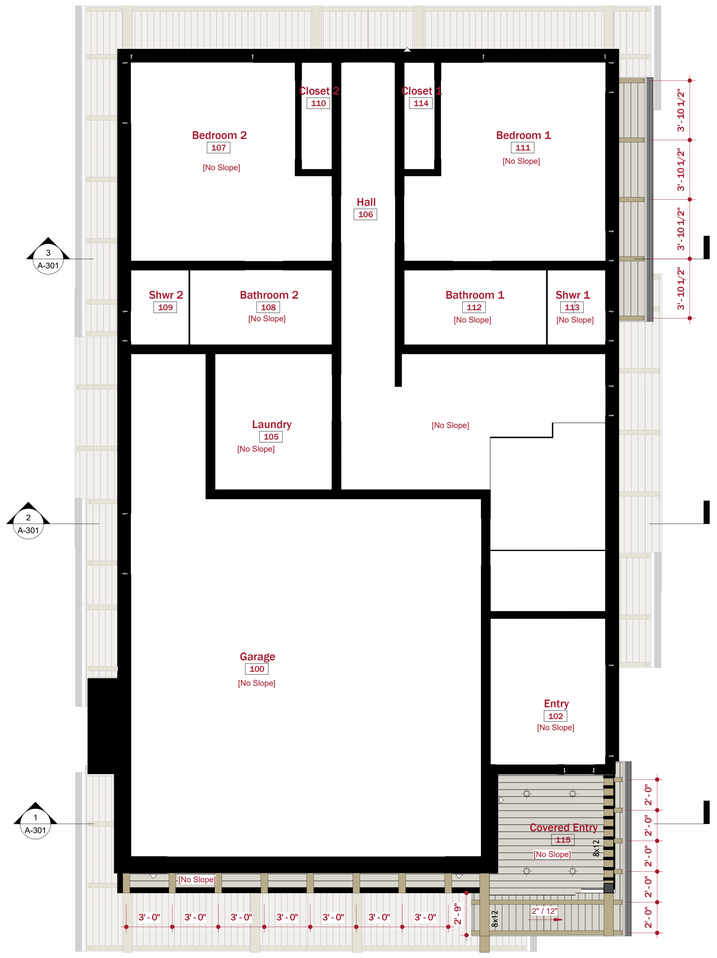
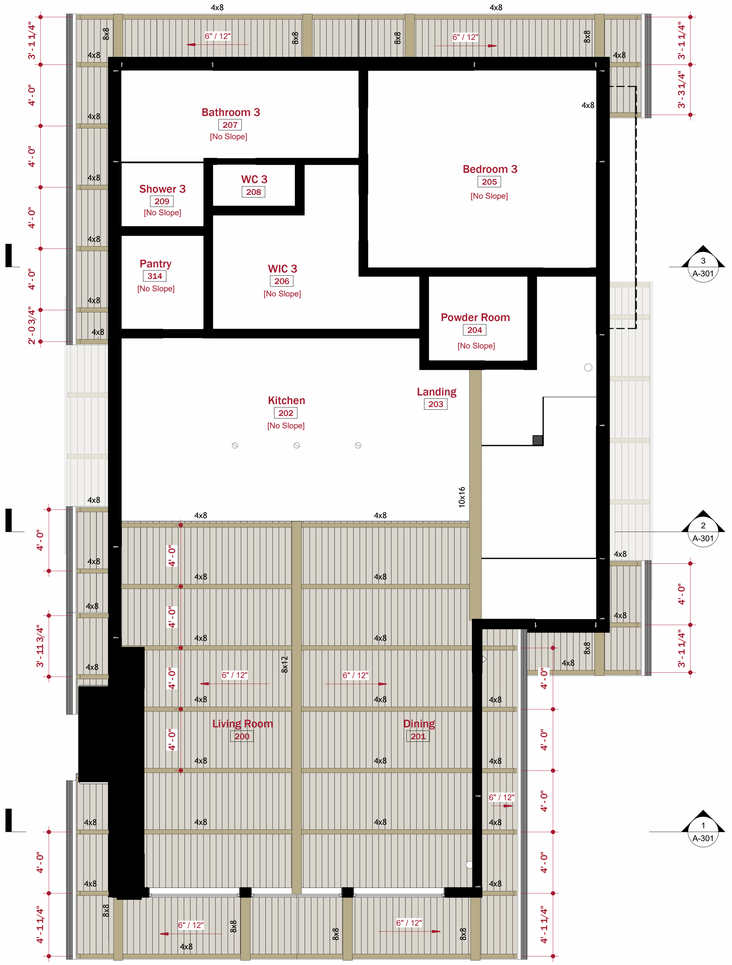
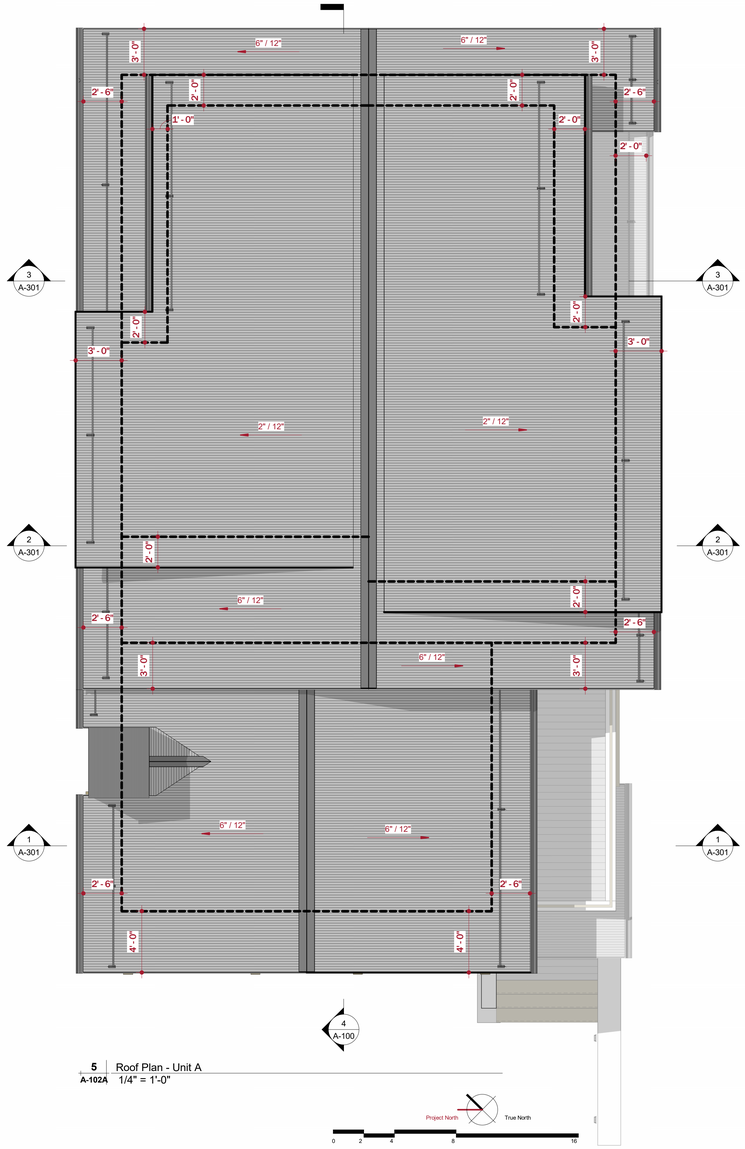
Plot Date: 6/15/2026 12:48:30 PM



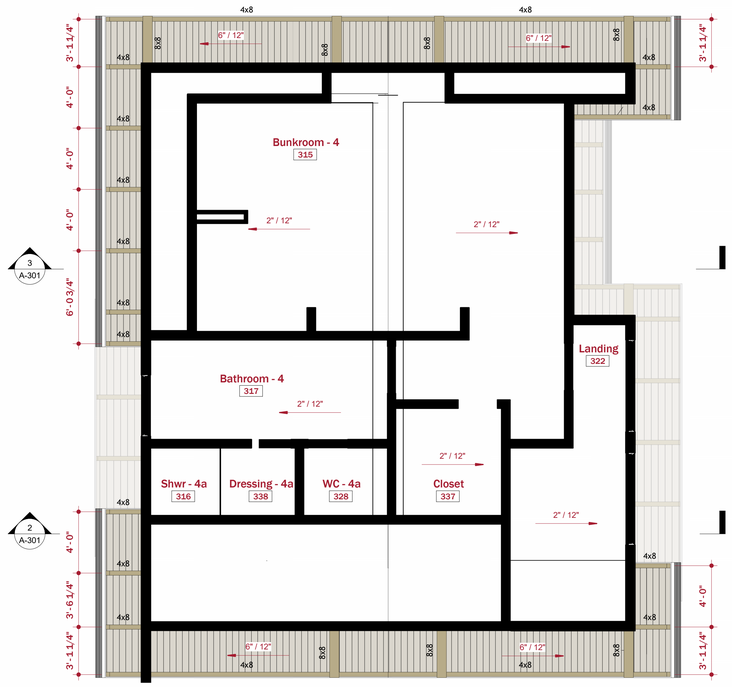
1 | RCP - 1st - Unit A
A-102A 1/4" = 1'-0"



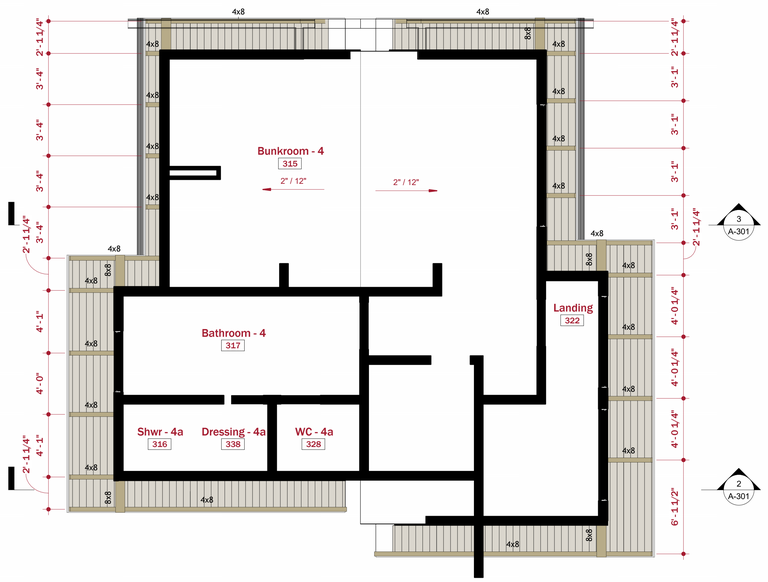
2 | RCP - 2nd - Unit A
A-102A 1/4" = 1'-0"



5 | Roof Plan - Unit A
A-102A 1/4" = 1'-0"



3 | RCP - 3rd - Unit A
A-102A 1/4" = 1'-0"



4 | RCP - 3rd - Dormer - Unit A
A-102A 1/4" = 1'-0"

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PROJECT:
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REVISION	DATE

NOTES:

Licensed Architect
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Reflected Ceiling Plans, Roof Plan

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

A-102A

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Plot Date: 6/15/2026 12:48:46 PM

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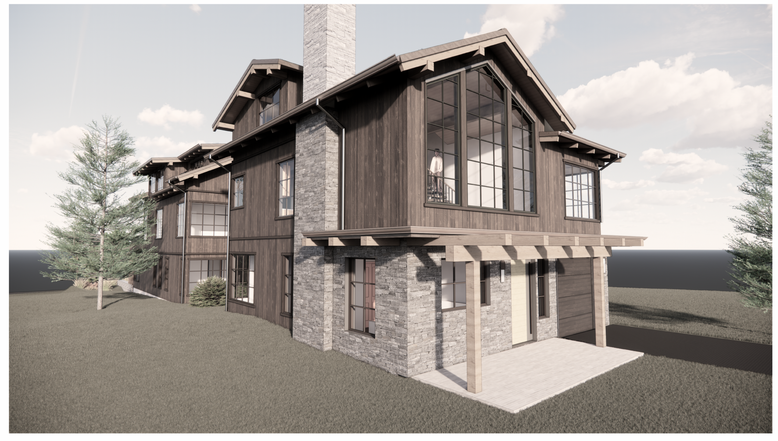



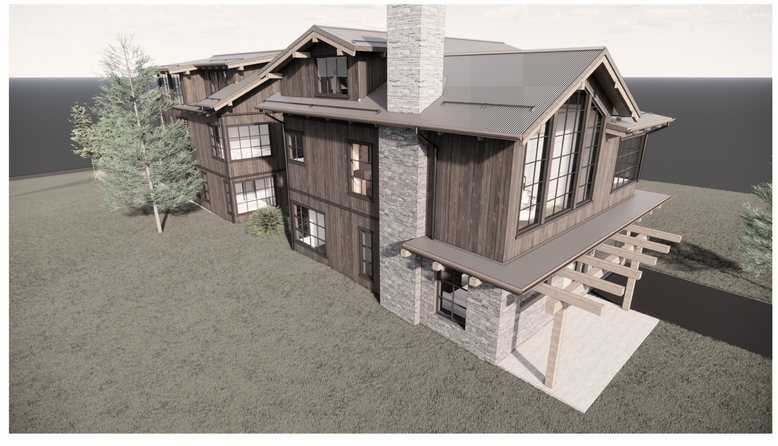



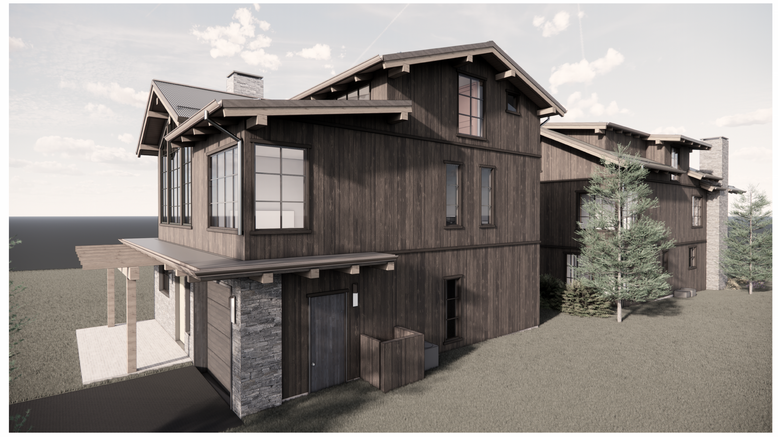

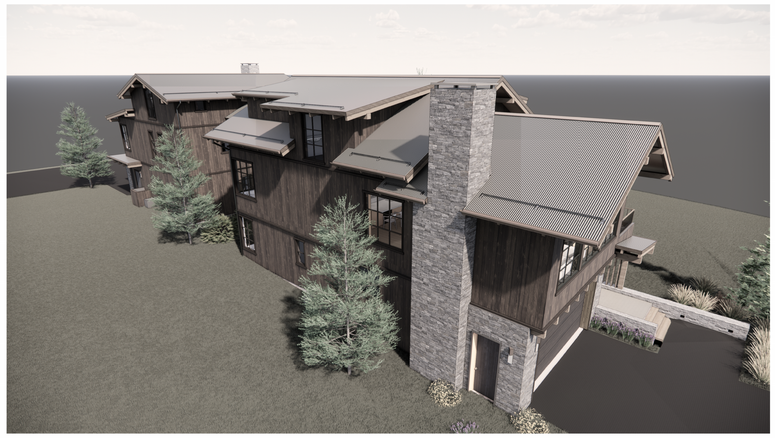

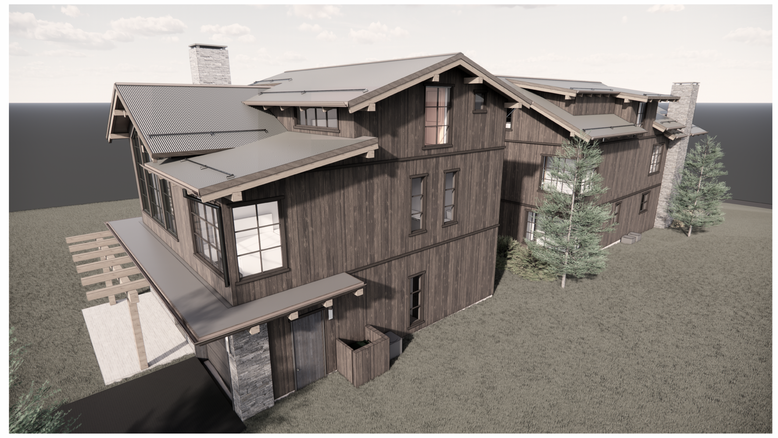

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PROJECT:
Seidner Residences

460 N 4th Ave
Ketchum, Idaho

Design Review:	6/15/26
Permit Set:	xx/xx/xx
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REVISION	DATE

NOTES:

Licensed Architect
Michael R. Brunelle
AR-984536
Hailey
State of Idaho

Renderings

SCALE: 12" = 1'-0"

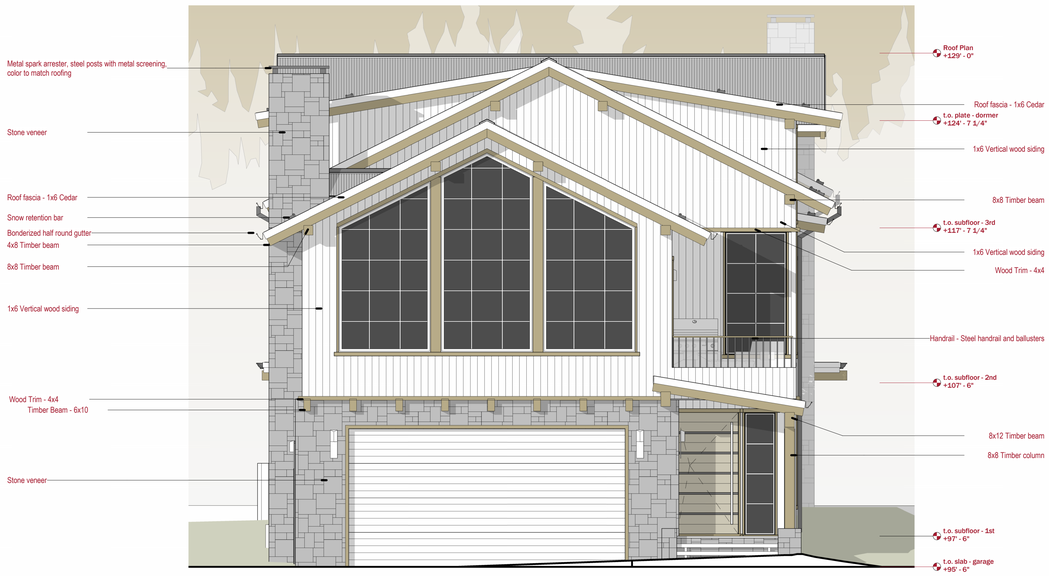
A-201

DRAWN BY: Author

Plot Date: 6/15/2026 12:48:56 PM



1 A-202 Ext Elevation - South
1/4" = 1'-0"



2 A-202 Ext Elevation - West - Unit A
1/4" = 1'-0"



3 A-202 Ext Elevation - West - Unit B
1/4" = 1'-0"

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PROJECT:
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460 N 4th Ave
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Design Review:	6/15/26
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NOTES:

Licensed Architect
Michael R. Brunelle
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State of Idaho

Elevations

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

A-202

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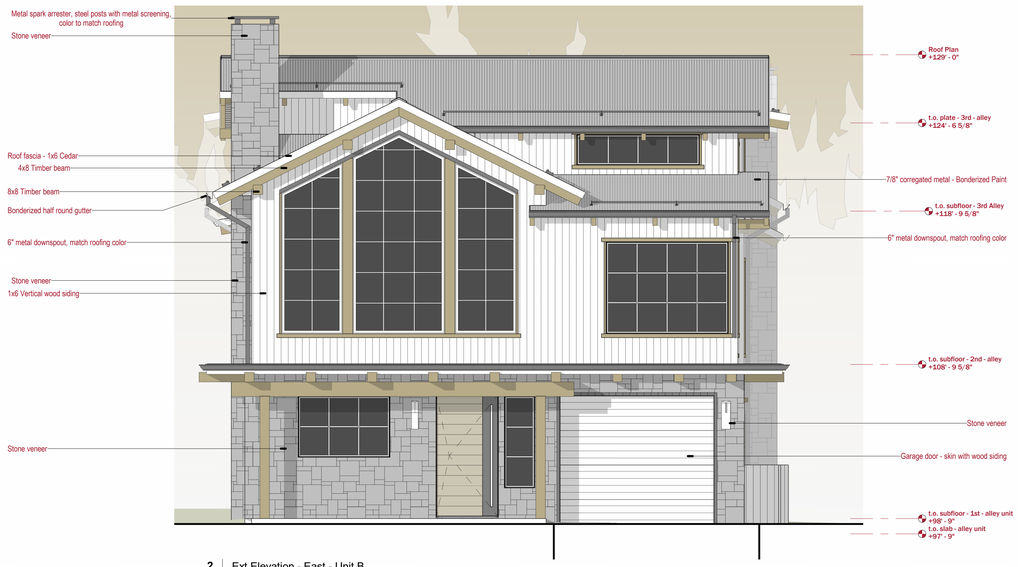
1 A-203 Ext Elevation - North
1/4" = 1'-0"



2 A-203 Ext Elevation - East - Unit B
1/4" = 1'-0"



3 A-203 Ext Elevation - East - Unit A
1/4" = 1'-0"

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PROJECT:
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REVISION	DATE

NOTES:

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State of Idaho

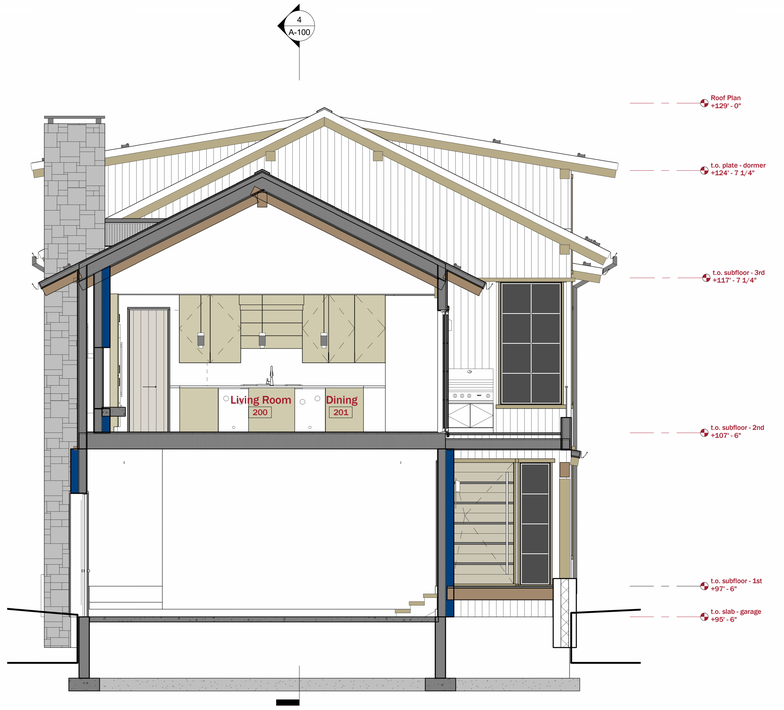
Elevations

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

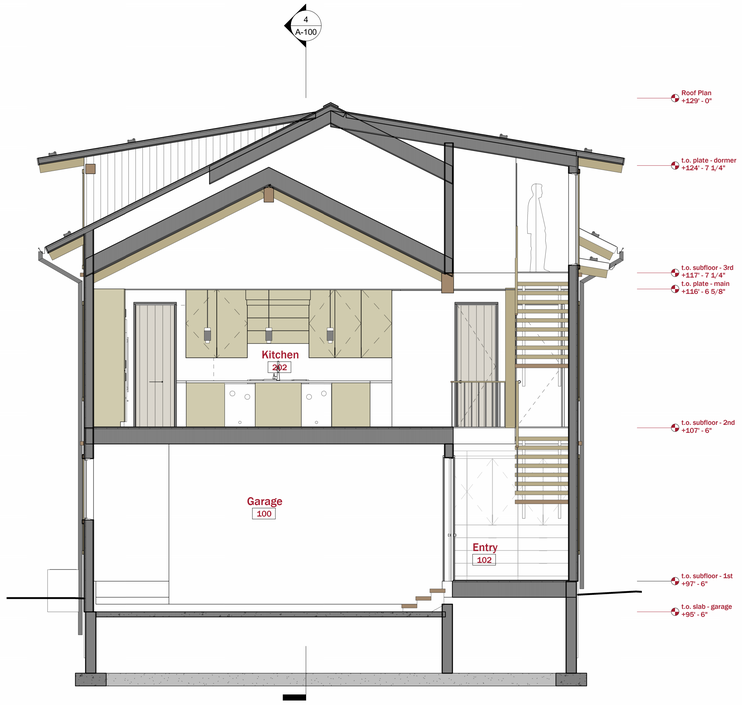
A-203

DRAWN BY: Author
Plot Date: 6/15/2026 12:50:48 PM

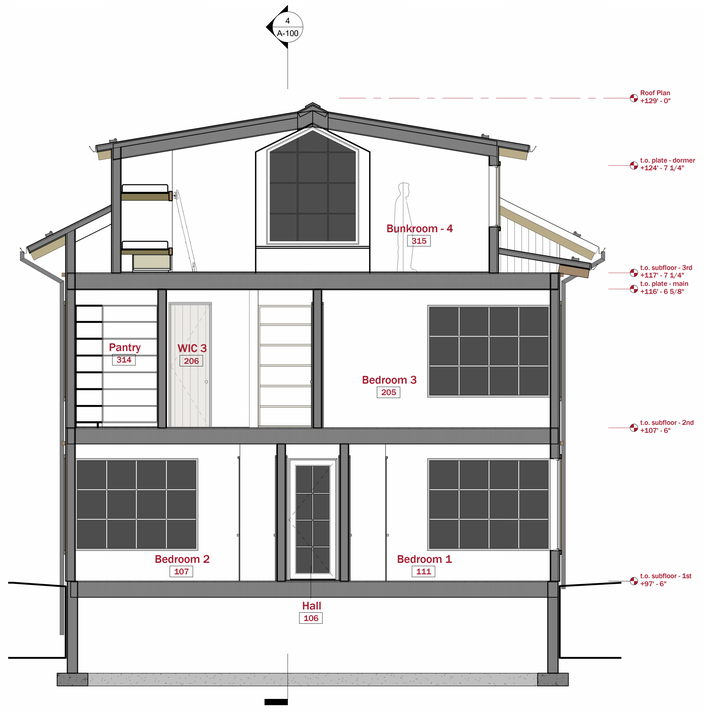
299



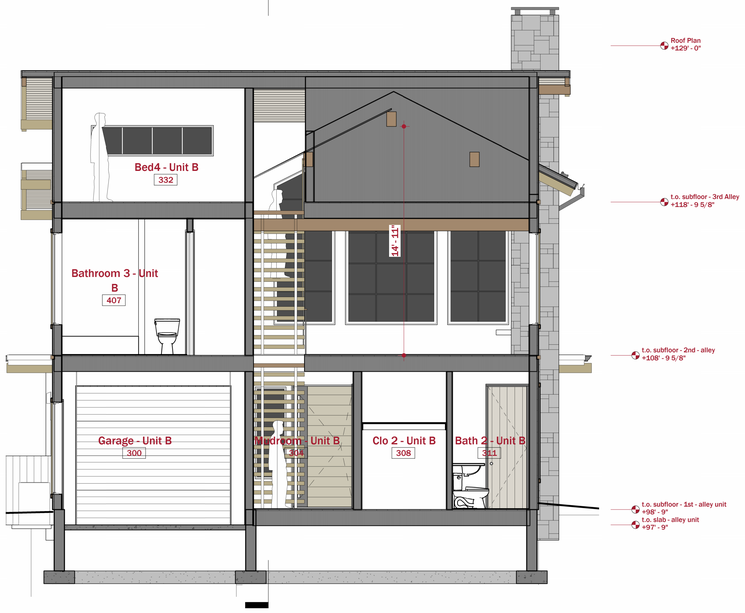
1 A-301 Building Section
1/4" = 1'-0"



2 A-301 Building Section
1/4" = 1'-0"



3 A-301 Building Section
1/4" = 1'-0"



4 A-301 Building Section
1/4" = 1'-0"

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PROJECT:
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REVISION	DATE

NOTES:

Licensed Architect
Michael R. Brunelle
AR-984536
Hailey
State of Idaho

Sections

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

A-301

DRAWN BY: Author
Plot Date: 6/15/2026 12:51:04 PM

300

March 24, 2026

Peter Seidner
Via Email

Subject: Power Service to property 460 N 4th Ave, Ketchum

Dear Mr. Seidner:

You have inquired as to whether the property noted above is within the certificated service territory of Idaho Power Company in the State of Idaho. This will serve letter is to advise you that the property described above is currently located within the certificated service territory of Idaho Power Company (the Company) in the State of Idaho.

I have reviewed the preliminary drawings provided by Starhope Engineering (labeled Utility Plan C3.0 dated 3/24/26). We have a single-phase transformer on the neighboring NE property corner. At a minimum, we would trench from this transformer and install an above ground secondary jbox at the NE property corner of subject project and it has not been determined if the transformer will have to be upgraded. When final electrical load information is provided, we will review the transformer sizing and service to the meters per our specifications that have been provided to you. As the project moves through the approval process with the city, any changes to this plan must be submitted to me for review. Once you are ready to move forward with power install, we typically run 3-4 weeks out for design and 3-4 weeks out for construction after payment.

The company will provide electrical service to the above location subject to the obtaining of any required easements, rights of way, and in compliance with the statures of the State of Idaho and the tariffs of the Company on file with the Idaho Public Utilities Commission (IPUC) in particular, the General Rules and Regulations, covering new service attachments and distribution line installations or alterations. The tariff is subject to change from time to time upon approval by the IPUC.

Please feel free to contact me with any questions.

Respectfully submitted,

Cheryl L Bennett

Cheryl L. Bennett
Senior Distribution Designer
11831 Hwy 75
Hailey, ID 83333
Idaho Power Company

From: **Mike Goitiandia** <mike@ccdisposal.com>
Date: Mon, Mar 23, 2026 at 3:41 PM
Subject: RE: 460 N 4th Ave - Redevelopment
To: Peter Seidner <peterjseidner@gmail.com>

Peter,

Please accept this email as approved per your request and written plan. Currently, the unit is serviced at 4th Ave and in the future this is available at either 4th Ave or the alley.

If you need something more, please let me know. Also, there is a wild life resistant cart there currently and this should be picked up prior to demolition/construction.

Thanks!

Mike Goitiandia

Clear Creek Disposal

From: Peter Seidner <peterjseidner@gmail.com>
Sent: Monday, March 23, 2026 11:58 AM
To: Mike Goitiandia <mike@ccdisposal.com>
Cc: Mike Brunelle <mike@brunellearchitects.com>
Subject: 460 N 4th Ave - Redevelopment

Hi Mike,

I am reaching out as the owner and developer of 460 N 4th Ave. We are preparing our Final Design Review application for the redevelopment of this property and are requesting your review and written approval of the garbage service plan for these two properties.

Understanding that in the core, we need to have a clear garbage plan. For these two houses in the West Ketchum neighborhood, our plan is to have each residence have the garbage bins in the side yards or garage and then bring the bins out on trash day. I believe that the alley units are currently served by your trucks. We would look to maintain that same service. I am including a link below to the architectural plans and attaching the civil plans for your review. Please let me know if you need more information.

Thanks,

Peter

- Sundance 4th Ave - DD - 2026-02-17

--

Peter J Seidner

(949) 554-5137

peterjseidner@gmail.com

Affidavit of Neighborhood Meeting

Pursuant to Ketchum Municipal Code §16.07.020.B.2, a neighborhood meeting is required for Conditional Use Permits, Planned Unit Development Conditional Use Permits, Preapplication Design Review applications where the Preapplication Design Review is required, and Design Review applications that require a public hearing. The purpose of the neighborhood meeting is to provide an opportunity to inform the residents and landowners of the surrounding neighborhood(s) of the details of a proposed development and application, how the applicant intends to meet the standards of the Ketchum Municipal Code, and to receive public comment and encourage dialogue early in the review process. Pursuant to Ketchum Municipal Code §16.07.020.B.3.c, the applicant shall submit a written affidavit of the neighborhood meeting, on a form provided by the City, with the application submittal.

Instructions

1. Property owner shall complete the attached affidavit.
2. Property owner shall attach a copy of the neighborhood meeting sign-in sheet to the affidavit.
3. Property Owner shall sign before a notary public and have the affidavit notarized.
4. Property Owner shall return original notarized affidavit to the City of Ketchum Planning & Building Department.

Affidavit of Neighborhood Meeting

Property Information

Property Owner/Representative: Samantha and Peter Seidner
Property Address: 460 N 4th Ave, Ketchum
Legal Description: Ketchum Lot 6, Block 75
Parcel Number: RPK 00000750060

Neighborhood Meeting Information

Location: 460 N 4th Ave, Ketchum
Time: 1:00 pm
Date: 3/23/26
Project Name: Seidner Residences

Please initial and fill below:

PJS I have thoroughly read and fully understand Ketchum Municipal Code Title 16, Section 16.07.020.B "Neighborhood Meeting".

PJS I acknowledge that a neighborhood meeting was held in accordance with the requirements of Ketchum Municipal Code Title 16, Section 16.07.020.B.3.

PJS I acknowledge that the attached neighborhood meeting sign-in sheet is a true and accurate list of the neighborhood meeting attendees.

PJS I acknowledge that notice of the neighborhood meeting was provided to surrounding property owners within the required notification radius and timeframe as required for public hearings.

55 Number of Properties Notified

3/6/26 Date of Notification

PJS I acknowledge that the neighborhood meeting presented the proposed project and attendees were given an opportunity to ask questions and provide comments regarding the proposed project.

PJS I acknowledge that holding a neighborhood meeting does not imply approval or support of the proposed project by attendees, staff, or the reviewing authority.

PJS I acknowledge that the project may be revised following the neighborhood meeting and during the formal review process.

PJS I acknowledge that the neighborhood meeting is a procedural requirement and does not replace the public hearing or formal public notice process associated with the application.

Property Owner/Representative Signature

3/24/26

Date

STATE OF IDAHO, County of BLAINE

On this 24th day of MARCH, 2026, before me, the undersigned, a Notary Public in and for said State, personally appeared BEFORE ME known or identified to me to be the person whose name is subscribed to the within instrument.

WITNESS my hand and seal the day and year in this certificate first above written.

Residing at: KETCHUM, ID

Notary Public for IDAHO (State) Commission Expires: 2/10/31

Rafe R Lapham II
Commission Number: 20250520
Notary Public
State of Idaho
My Commission Expires: 02/10/2031

BRUNELLE ARCHITECTS INC.

Seidner Residences - Neighborhood Meeting - 2026-03-23

Name	Address
Fritz & Michele Grabher	360 4th Ave W. P.O. Box 385 SV
JOHN & PATSY TODD	380 - 5th ST W P.O. BOX 143 KETCHUM
Ross Dinkelspiel	111 Frenchmans
Mike V	" "
Lori Heist	540 4th Ave
Julie & Bob Lynn	340 5th St. West
Steve & MK Deffe	311 W. 5th St. A&B

City of Ketchum

ATTACHMENT B

Application Materials and Supporting Documents

Townhouse Subdivision Preliminary Plat

A PLAT SHOWING

SEIDNER RESIDENCES

WHEREIN LOT 6, BLOCK 75, KETCHUM TOWNSITE IS SUBDIVIDED INTO 2 TOWNHOUSE SUBLOTS AS SHOWN HEREON
LOCATED WITHIN SECTION 13, T.4 N., R.17 E., B.M., CITY OF KETCHUM, BLAINE COUNTY, IDAHO

MAY 2026

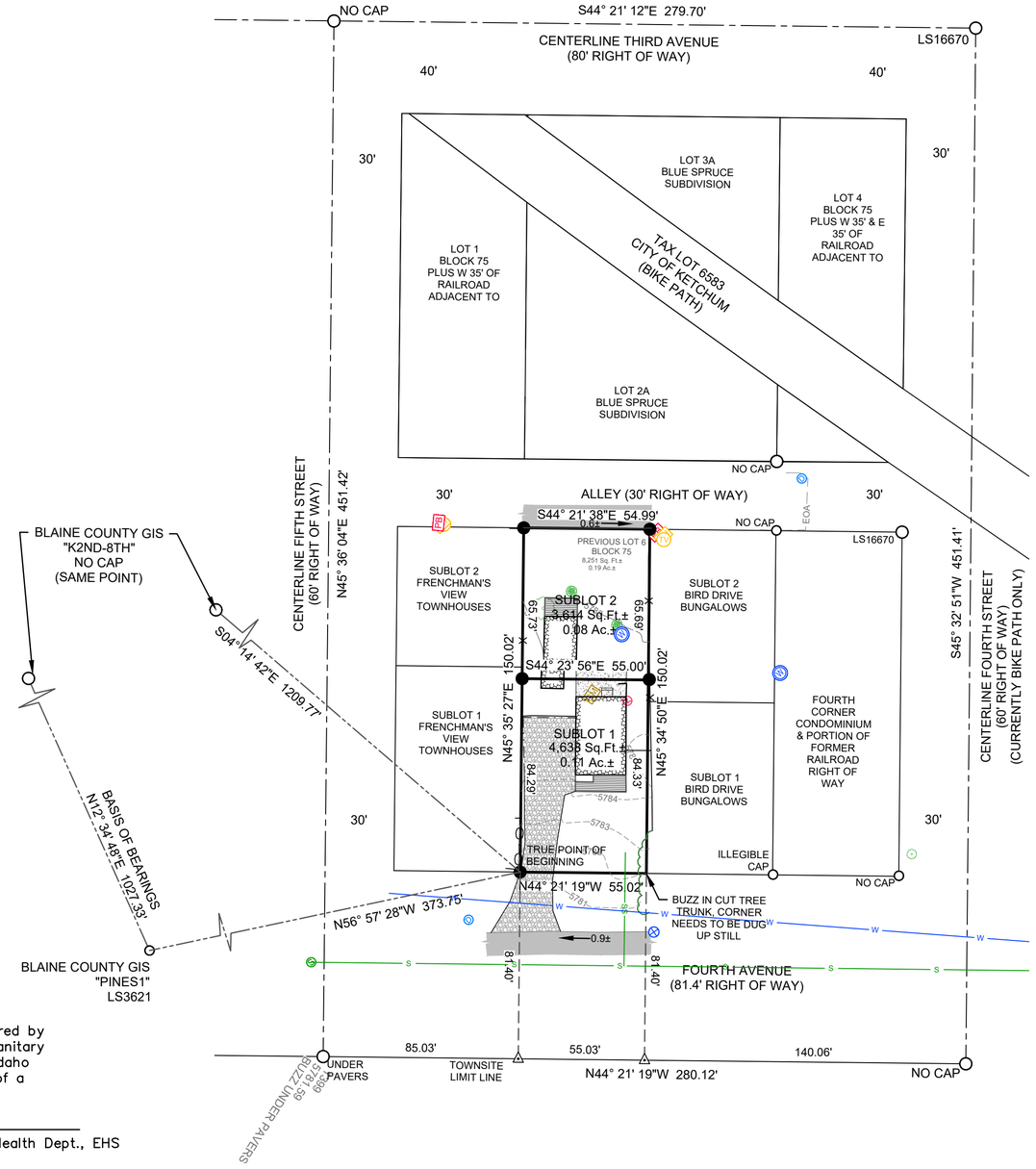
N

0 40 80 Feet

SCALE: 1" = 40'

LEGEND

- Boundary Line
- Adjoiner's Lot Line
- Centerline of Right of Way
- S — Sewer Main Line
- SS — Approximate Sewer Service per City Maps
- W — Approximate Waterline per City Maps
- Survey Tie Line
- GIS Tie Line
- EOA — Edge of Asphalt
- Edge of Gravel
- Edge of Shrubs
- FNC = Fence Line
- Approximate Small Rock Landscape Rocks
- Existing Structure
- Wood Deck
- 1' Contour Interval
- 5' Contour Interval
- Gravel
- Concrete
- EOA — Asphalt
- Calculated Point (Nothing Found or Set)
- 5/8" Rebar TO BE SET, PLS 16670
- Found 5/8" Rebar
- Found 1/2" Rebar
- GM — Gas Meter
- D — Drywell
- W — Well
- Water Valve
- TV — Cable Television Riser
- PB — Power Box
- Power Meter
- PH — Telephone Riser
- DT = Deciduous Tree
- DT CLUSTER= Deciduous Tree Cluster



SURVEY NARRATIVE & NOTES

1. The purpose of this survey is to show the monuments found and set during the boundary retracement of Lot 6, Block 75, Ketchum Townsite, and subdivide said property into 2 sublots, creating Seidner Residences. The boundary shown is based on found Centerline Monuments, found lot corner monuments, and the plat of the Village of Ketchum, Instrument Number 302967, records of Blaine County Idaho. Additional documents used in the course of the survey were the plat of 420 Fourth Avenue Townhouses, Instrument Number 333175, Bird Drive Bungalows, Instrument Number 540907, Frenchman's View Townhouses, Instrument Number 339913, and Blue Spruce Subdivision, Instrument Number 360127, all records of Blaine County, Idaho The missing property corners of the subject property were set by block breakdown and proportioning record distances between found centerline monuments.
2. The distances shown are measured. Refer to the above referenced documents for the previous record data.
3. Unless specifically shown hereon, this survey does not claim to reflect any of the following, which may be applicable to the subject real property, including but not limited to; Rights associated with Possession, Building Setbacks, Ditches, Encroachments, Natural Hazards, Subdivision Restrictions, Wetlands, Zoning or any other Land Use Regulation.
4. A Lot Book Guarantee for the subject property has been issued by Pioneer Title Co., File Number 901392, with a Date of Guarantee of March 13, 2026. Certain information contained in said title policy may not appear on this map or may affect items shown hereon. It is the responsibility of the owner or agent to review said policy. All of the encumbrances and easements listed in the title report are NOT plotted hereon. Review of the specific documents listed in said policy is required, if further information is desired.
5. The current Zoning is GR-L. Refer to the City of Ketchum Zoning Ordinance for specific information about this zone, including but not limited to building setbacks, lot coverage, maximum building heights, and uses.
6. The owner/subdivider is Sundance 4th Ave LP, 2925 Bristol St., Costa Mesa, CA 92626-0000. The Land Surveyor is Mark Phillips, of Phillips Land Surveying, PLLC, 941 Cherry Creek Dr., Hailey, ID 83333.
7. All owners shall have an easement on, over, under, and across Sublots 1 & 2, for the installation, maintenance, repair, and replacement of underground water, sewer, power, gas, and fiber optic utilities, subject to the obligation to restore any damage caused by such installation, maintenance, repair, and replacement.
8. Per KMC 16.06.070.C.1, townhouse developments shall not exceed the maximum building coverage requirements of the zoning district. This standard shall be applied to the townhouse parent lot and shall include all buildings on both sublots.
9. All New Utilities to be underground as required by KMC 16.06.050.L.

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

PROFESSIONAL LAND SURVEYOR LICENSED 16670 STATE OF IDAHO MARK E. PHILLIPS

PRELIMINARY

MARK E. PHILLIPS, P.L.S. 16670

SEIDNER RESIDENCES

PHILLIPS LAND SURVEYING, PLLC
HAILEY, IDAHO

1 OF 2
PROJECT: 2025-34

CERTIFICATE OF OWNERSHIP

This is to certify that the undersigned is the owner in fee simple of the following described parcels of land:

Parcels of land located within Section 13, T.4N., R.17E., B.M., City of Ketchum, Blaine County, Idaho, more particularly described as follows:

LOT 6, BLOCK 75, 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 lots in this plat will be eligible to receive water service from an existing water distribution system and that the existing water distribution system has agreed in writing to serve all of the lots shown within this plat.

It is the intent of the owner to hereby include said land in this plat.

_____

SUNDANCE 4TH AVE LP
PETER SEIDNER, GENERAL PARTNER, ON BEHALF OF SAID SUNDANCE 4TH AVE LP

ACKNOWLEDGMENT

STATE OF _____ }
COUNTY OF _____ } ss

On this ____ day of _____, 2026, before me, a Notary Public in and for said State, personally appeared Peter Seidner, General Partner of Sundance 4th Ave LP, known or identified to me to be the persons whose names are subscribed to the foregoing instrument, and acknowledged to me that they executed the same on behalf of the trust.

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 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

PRELIMINARY

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
Blaine County Surveyor

_____
Date

KETCHUM CITY COUNCIL CERTIFICATE

I, the undersigned, City Clerk, in and for the City of Ketchum, Blaine County, Idaho, do hereby certify that at a regular meeting of the City Council held on the _____day of _____, 2026, this plat was duly accepted and approved.

_____
City Clerk, City of Ketchum

KETCHUM CITY ENGINEER CERTIFICATE

I, the undersigned, City Engineer, in and for the City of Ketchum, Blaine County, Idaho, do hereby approve this plat on this _____day of _____, 2026, and certify that it is in accordance with the City of Ketchum subdivision ordinance.

_____
City Engineer, City of Ketchum

KETCHUM CITY PLANNER CERTIFICATE

I, the undersigned, Planner, in and for the City of Ketchum, Blaine County, Idaho, do hereby approve this plat on this _____ day of _____, 2026, and certify that it is in accordance with the City of Ketchum subdivision ordinance.

_____
Planner, City of Ketchum

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

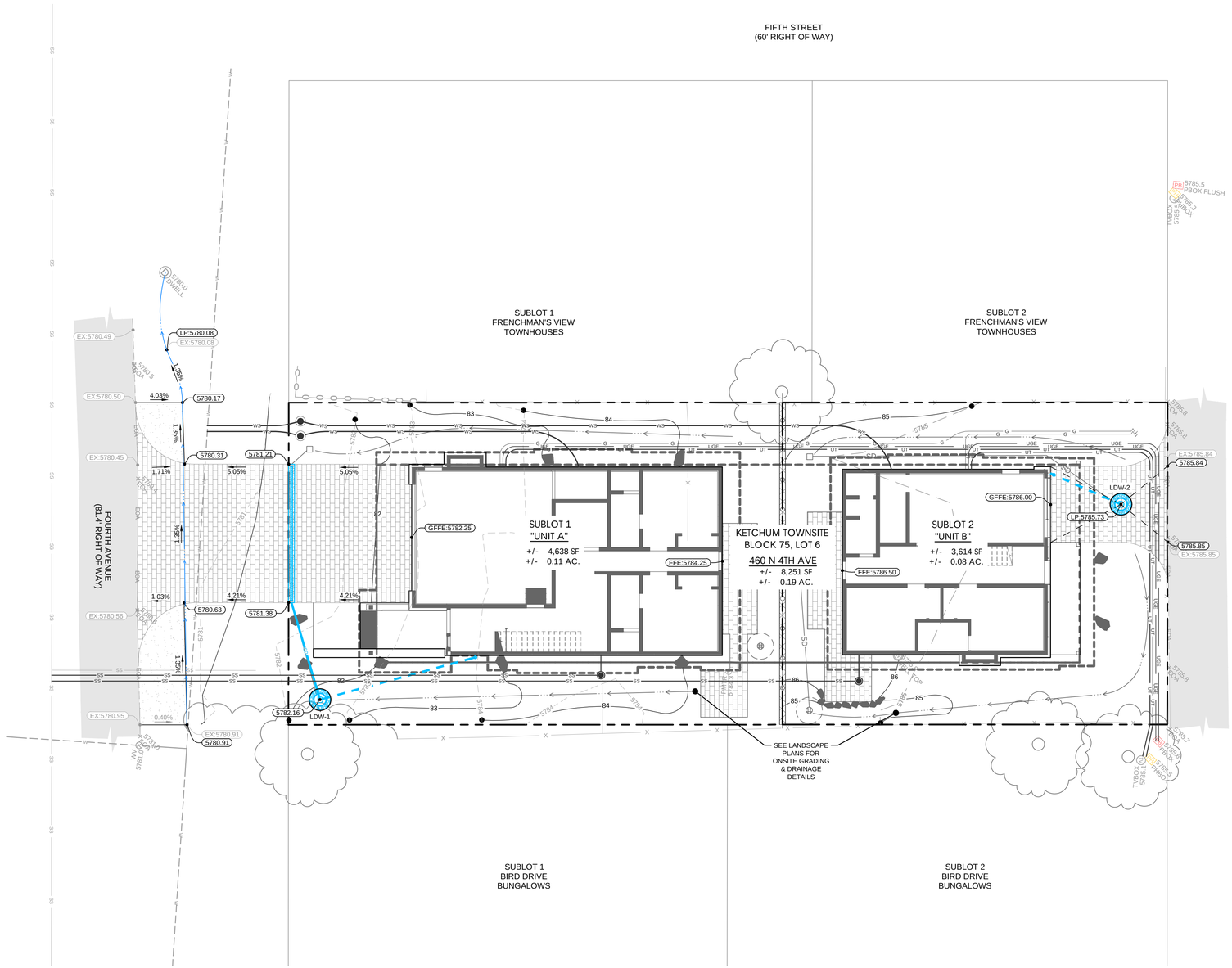
_____
Date

BLAINE COUNTY RECORDER'S CERTIFICATE

SEIDNER RESIDENCES

PHILLIPS LAND SURVEYING, PLLC
HAILEY, IDAHO

2 OF 2
PROJECT: 2025-34



LOT 1
BLOCK 75
PLUS W 35' OF RAILROAD
ADJACENT TO

LOT 2A
BLUE SPRUCE SUBDIVISION

GRADING & DRAINAGE NOTES

1. ALL CLEARING AND GRUBBING SHALL CONFORM TO ISPWC SECTION 201.
2. ALL EXCAVATION AND EMBANKMENT SHALL CONFORM TO ISPWC SECTION 202.
3. THE 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. DENSITY MEASUREMENTS SHALL BE PERFORMED BY A THIRD-PARTY TESTING COMPANY OR THE SUBGRADE MAY BE PROOF-ROLLED AT THE APPROVAL OF THE ENGINEER.
   - 3.1. PROOF-ROLLING: AFTER EXCAVATION TO THE SUBGRADE ELEVATION AND PRIOR TO THE PLACEMENT OF COURSE GRAVEL, THE CONTRACTOR SHALL PROOF-ROLL THE SUBGRADE WITH A 5-TON SMOOTH DRUM ROLLER, LOADED WATER TRUCK, OR LOADED DUMP TRUCK AT THE ENGINEER'S DIRECTION. THE CONTRACTOR SHALL IMMEDIATELY NOTIFY THE ENGINEER OF UNSUITABLE SUBGRADE MATERIAL AREAS AND/OR ANY AREAS NOT MEETING COMPACTION REQUIREMENTS PER THE SPECIFICATIONS. UNSUITABLE OR DAMAGED SUBGRADE IS DEFINED AS WHEN SOIL MOVES, PUMPS, OR DISPLACES UNDER ANY TYPE OF PRESSURE OR ROLLING ACTIVITIES.
   - 3.2. IF, IN THE OPINION OF THE ENGINEER, THE CONTRACTOR'S OPERATIONS RESULT IN DAMAGE TO THE SUBGRADE, THE CONTRACTOR SHALL AT HIS OWN EXPENSE REPAIR THE DAMAGED SUBGRADE BY OVER-EXCAVATING UNSUITABLE MATERIAL TO FIRM SUBSOIL, LINE EXCAVATION WITH AN APPROVED GEOTEXTILE FABRIC, AND BACKFILL WITH PIT RUN GRAVEL.
4. ALL 2" MINUS GRAVEL SHALL CONFORM TO ISPWC SECTION 802, TYPE II (ITD STANDARD 703.04, 2"), SHALL BE PLACED IN CONFORMANCE WITH ISPWC SECTION 801, AND COMPACTED PER ISPWC SECTION 202. MINIMUM COMPACTION OF GRAVEL MATERIAL SHALL BE 90% OF MAXIMUM LABORATORY DENSITY AS DETERMINED BY AASHTO T-99.
5. ALL 3/4" MINUS CRUSHED GRAVEL SHALL CONFORM TO ISPWC SECTION 802, TYPE I (ITD STANDARD 703.04, 3/4" B), SHALL BE PLACED IN CONFORMANCE WITH ISPWC SECTION 802, AND COMPACTED PER ISPWC SECTION 202. MINIMUM COMPACTION OF CRUSHED GRAVEL MATERIAL SHALL BE 95% OF MAXIMUM LABORATORY DENSITY AS DETERMINED BY AASHTO T-99 OR ITD T-91.
6. THE CONTRACTOR SHALL PROVIDE A SMOOTH TRANSITION BETWEEN PROPOSED PAVEMENT, EXISTING PAVEMENT, AND ANY STRUCTURES. ACCORDINGLY, THE CONTRACTOR SHALL ADJUST AND/OR CUT EXISTING PAVEMENT AS NECESSARY TO ASSURE A SMOOTH FIT AND CONTINUOUS GRADE.
7. THE PROPOSED SPOT ELEVATIONS SHOWN ARE FINISHED GRADE ELEVATIONS INCLUDING ASPHALT, PAVERS, AND CONCRETE. REFER TO PAVEMENT SECTIONS AND CURB DETAILS TO ESTABLISH CORRECT SUBBASE OR AGGREGATE BASE COURSE ELEVATIONS PER THE CONTRACT DOCUMENTS.
8. THE CONTRACTOR SHALL REVIEW ALL RECOMMENDATIONS BY THE GEOTECHNICAL ENGINEER PRIOR TO PAVING (IF APPLICABLE).
9. ALL DRAINAGE PIPING SHALL BE PROVIDED WITH A MINIMUM OF 3.0' COVER OVER THE TOP OF PIPE TO FINISHED GRADE IN ALL CASES.
10. DRAINAGE PIPING SHALL BE SLOPED AT 2.0% MINIMUM, UNLESS SPECIFIED OTHERWISE.

GRADING LEGEND

- 5950 — EXISTING MAJOR CONTOUR
- 5949 — EXISTING MINOR CONTOUR
- 5950 — PROPOSED MAJOR CONTOUR
- 5949 — PROPOSED MINOR CONTOUR
- FLOWLINE OF DITCH
- EX:5947.26 — EXISTING SPOT ELEVATION
- 5947.20 — PROPOSED SPOT ELEVATION
- 1.00% — PROPOSED SLOPE - GRADE %
- 3:1 — PROPOSED SLOPE - RUN:RISE

ABBREVIATIONS:
BG = BOTTOM GRADE
BS = BOTTOM OF STEP(S)
CB = CATCH BASIN
DW = DRYWELL
ELDW = EXISTING LANDSCAPE DRYWELL
GFFE = GARAGE FINISHED FLOOR ELEVATION
HP = HIGH POINT
LCB = LANDSCAPE CATCH BASIN
LDW = LANDSCAPE DRYWELL
LP = LOW POINT
FFE = FINISHED FLOOR ELEVATION
TG = TOP GRADE
TP = TOP OF PAVEMENT
TS = TOP OF STEP(S)

STORMWATER LEGEND

- STORMWATER PIPING - 4" DIA. ADS N-12, UNLESS OTHERWISE SPECIFIED
- ROOF DRAIN PIPING - 4" DIA. ADS N-12, UNLESS OTHERWISE SPECIFIED. COORDINATE CONNECTIONS AND ELEVATIONS WITH ARCHITECT, CONNECT TO CATCH BASINS & DRYWELLS AS SHOWN.
- TRENCH DRAIN. ACO K100 4" GALVANIZED STEEL EDGE RAIL, CLASS B LOAD RATING, OR APPROVED EQUAL. INSTALL PER MANUFACTURER'S INSTRUCTIONS.
- ROOF DRAIN/DOWNSPOUT TIE-IN LOCATION (APPROXIMATE). COORDINATE FINAL LOCATIONS WITH ARCHITECTURAL PLANS.
- LANDSCAPE CATCH BASIN PER DETAIL 2 / C4.0. NDS 12" ROUND GRATE OR APPROVED EQUAL.
- LANDSCAPE DRYWELL PER DETAIL 3 / C4.0. DIAMETER: 3.5', TYP.
- HDPE-LINED LANDSCAPE DRYWELL PER DETAIL 4 / C4.0. DIAMETER: 3.5', TYP.

N

0 10 20 Feet

PREPARED BY
STARHOPE ENGINEERING
126 S. MAIN ST. SUITE B3
HAILEY, ID 83333
PHONE: (208) 720-2302
STARHOPEENGINEERING.COM

PREPARED FOR
SUNDANCE
4TH AVE LP
PETER SEIDNER
PO BOX 14001
KETCHUM, ID 83340

PROJECT
SEIDNER RESIDENCES
460 N 4TH AVE., KETCHUM, ID 83340
LOT 6, BLOCK 75, KETCHUM TOWNSITE, BLOCK 75, LOT 6

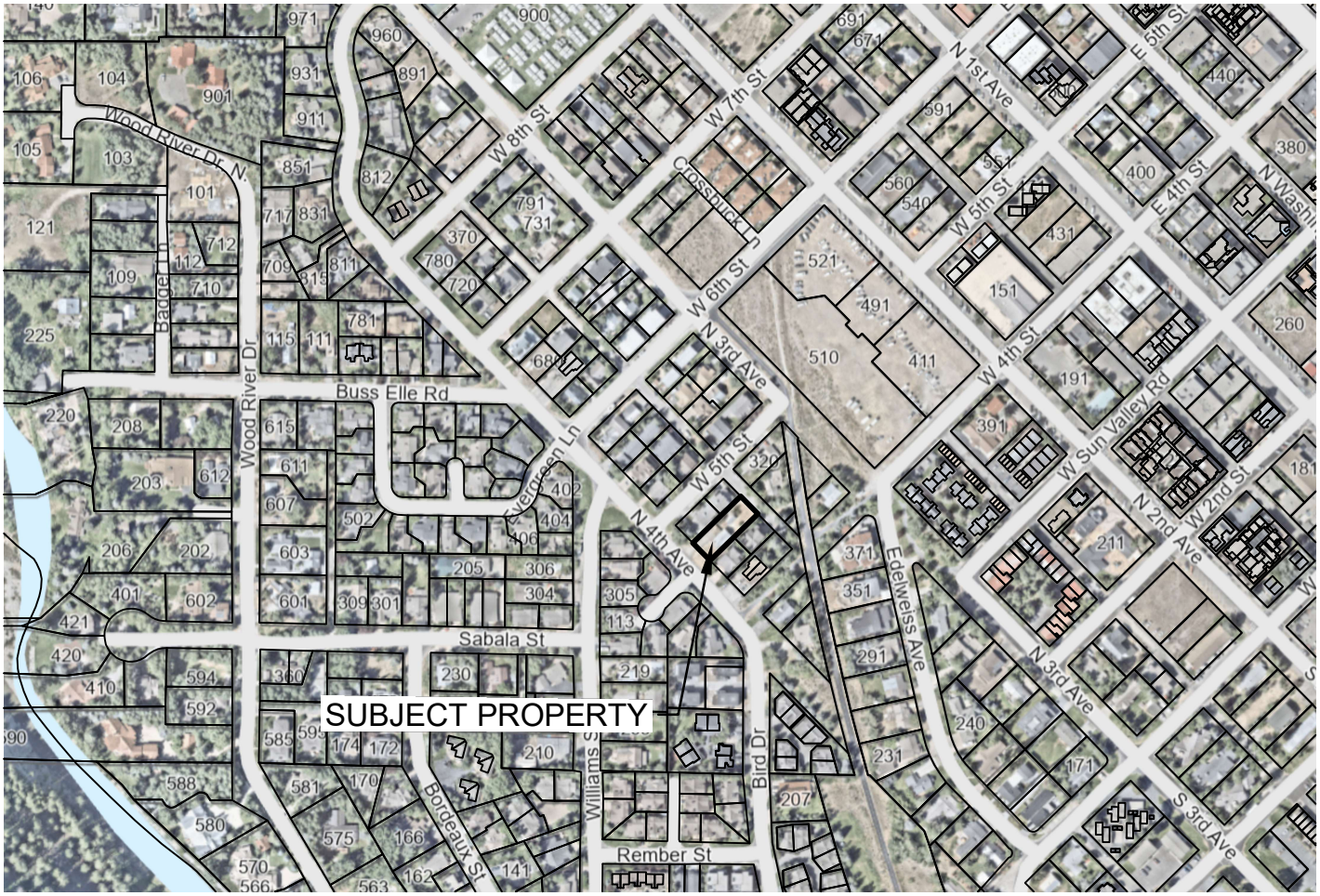
PRELIMINARY
NOT FOR CONSTRUCTION
STATE OF IDAHO
MATT SMITHMAN

NO.	DESCRIPTION	DATE	BY
A	DESIGN REVIEW SUBMITTAL SET	03/24/2026	MS

DRAWN BY MS
REVIEWED BY MS
DATE 03/24/26
PROJECT NO. 26006

TITLE
SITE GRADING & DRAINAGE PLAN

SHEET NO.
C2.0



N

SCALE: 1" = 400'

PHILLIPS LAND SURVEYING, PLLC HAILEY, IDAHO Phone: (208) 720 - 3760 Email: pls16670.id@gmail.com	A VICINITY MAP SHOWING LOT 6, BLOCK 75, KETCHUM TOWNSITE SECTION 13, T.4N., R.17E., B.M., CITY OF KETCHUM, BLAINE COUNTY, IDAHO	PREPARED BY: MEP 03/17/26 JOB NO. 2025-34	REVISED BY:

Instrument # 715554
Blaine County, Hailey, Idaho
11/03/2025 12:24:24 PM No. of Pages: 3
Recorded for: TITLEONE BOISE
Stephen F. Graham Fee: $15.00
Deputy mgoitiandia
Electronically Recorded

NOT A CERTIFIED COPY

ACCOMMODATION RECORDING

Warranty Deed

For value received,

Peter Seidner and Samantha Seidner, husband and wife

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

Sundance 4th Ave, LP, a California limited partnership

whose current address is 2925 Bristol Street, Costa Mesa, CA 92626

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

See Exhibit A, attached hereto and incorporated herein.

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

Remainder of page intentionally left blank.

Dated: October 22, 2025

By: _____
Peter Seidner

By: _____
Samantha Seidner

State of IDAHO, County of BLAINE, ss.

On this 28 day of OCTOBER in the year of 2025, before me, the undersigned, a Notary Public in and for said State, personally appeared **Peter Seidner,** known or identified to me to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same.

_____
Notary Public
Residing In:
My Commission Expires:
(seal)

Rafe R Lapham II
Commission Number: 20250520
Notary Public
State of Idaho
My Commission Expires: 02/10/2031

State of IDAHO, County of BLAINE, ss.

On this 28 day of OCTOBER in the year of 2025, before me, the undersigned, a Notary Public in and for said State, personally appeared **Samantha Seidner,** known or identified to me to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same.

_____
Notary Public
Residing In:
My Commission Expires:
(seal)

Rafe R Lapham II
Commission Number: 20250520
Notary Public
State of Idaho
My Commission Expires: 02/10/2031

NOT A CERTIFIED COPY

EXHIBIT A

LEGAL DESCRIPTION OF THE PREMISES

Lot 6, Block 75 of the VILLAGE OF KETCHUM, BLAINE COUNTY, IDAHO, according to the official plat thereof, recorded as Instrument No. 302967, records of Blaine County, Idaho.

NOT A CERTIFIED COPY

Guarantee

SG-08022615

File Number: 901392

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

Old Republic National Title Insurance Company, a Florida corporation, herein called the Company,
GUARANTEES

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

IN WITNESS WHEREOF, OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY has caused its corporate name and seal to be hereunto affixed by its duly authorized officers, the Guarantee to become valid when countersigned on Schedule A by an authorized officer or agent of the Company.

Issuedby:

Policy Issuer:
PIONEER TITLE COMPANY
8151 W. RIFLEMAN STREET
BOISE, ID 83704-0000
PHONE: (208) 377-2700

OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY
A Stock Company
1408 North Westshore Blvd., Suite 900, Tampa, Florida 33607
(612) 371-1111 *www.oldrepublictitle.com*

By C Monroe President

Attest Kurt Lewis Secretary

Authorized Signatory

ORT Form 3796
(CLTA Guarantee (Rev. 12/94)

GUARANTEE CONDITIONS AND STIPULATIONS

1. Definition of Terms.

The following terms when used in the Guarantee mean:

a. the "Assured": the party or parties named as the Assured in this Guarantee, or on a supplemental writing executed by the Company.

b. "land": the land described or referred to in Schedule (A)(C) or in Part 2, and improvements affixed thereto which by law constitute real property. The term "land" does not include any property beyond the lines of the area described or referred to in Schedule (A)(C) or in Part 2, nor any right, title, interest, estate or easement in abutting streets, roads, avenues, alleys, lanes, ways or waterways.

c. "mortgage": mortgage, deed of trust, trust deed, or other security instrument.

d. "public records": records established under state statutes at Date of Guarantee for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without knowledge.

e. "date": the effective date.

2. Exclusions from Coverage of this Guarantee.

The Company assumes no liability for loss or damage by reason of the following:

(a) Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public records.

(b) (1) Unpatented mining claims; (2) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (3) water rights, claims or title to water: whether or not the matters excluded by (1), (2) or (3) are shown by the public records.

(c) Assurances to title to any property beyond the lines of the land expressly described in the description set forth in Schedule (A)(C) or in Part 2 of this Guarantee, or title to streets, roads, avenues, alleys, lanes, ways or waterways in which such land abuts, or the right to maintain therein vaults, tunnels, ramps or any other structure or improvement; or any rights or easements therein unless such property, rights or easements are expressly and specifically set forth in said description.

(d) (1) Defects, liens, encumbrances, or adverse claims against the title, if assurances are provided as to such title, and as limited by such assurances.

(2) Defects, liens, encumbrances, adverse claims or other matters (a) whether or not shown by the public records, and which are created, suffered, assumed or agreed to by one or more of the Assureds; (b) which result in no loss to the Assured; or (c) which do not result in the invalidity or potential invalidity of any judicial or non-judicial proceeding which is within the scope and purpose of assurances provided.

3. Notice of Claim to be Given by Assured Claimant.

An Assured shall notify the Company promptly in writing in case any knowledge shall come to an Assured hereunder of any claim of title or interest which is adverse to the title to the estate or interest, as stated herein, and which might cause loss or damage for which the Company may be liable by virtue of this Guarantee. If prompt notice shall not be given to the Company, then all liability of the Company shall terminate with regard to the matter or matters for which such prompt notice is required; provided, however, that failure to notify the Company shall in no case prejudice the rights of any Assured under this Guarantee unless the Company shall be prejudiced by such failure and then only to the extent of the prejudice.

4. No Duty to Defend or Prosecute.

The Company shall have no duty to defend or prosecute any action or proceeding to which the Assured is a party, notwithstanding the nature of any allegation in such action or proceeding.

5. Company's Option to Defend or Prosecute Actions; Duty of Assured Claimant to Cooperate.

Even though the Company has no duty to defend or prosecute as set forth in Paragraph 4 above:

(a) The Company shall have the right, at its sole option and cost, to institute and prosecute any action or proceeding, interpose a defense, as limited in (b), or to do any other act which in its opinion may be necessary or desirable to establish the title to the estate or interest as stated herein, or to establish the lien rights of the Assured, or to prevent or reduce loss or damage to the Assured. The Company may take any appropriate action under the terms of this Guarantee, whether or not it shall be liable hereunder, and shall not thereby concede liability or waive any provision of this Guarantee. If the Company shall exercise its rights under this paragraph, it shall do so diligently.

(b) If the Company elects to exercise its options as stated in Paragraph 5(a) the Company shall have the rights to select counsel of its choice (subject to the right of such Assured to object for reasonable cause) to represent the Assured and shall not be liable for and will not pay the fees of any other counsel, nor will the Company pay any fees, costs or expenses incurred by an Assured in the defense of those causes of action which allege matters not covered by this Guarantee.

(c) Whenever the Company shall have brought an action or interposed a defense as permitted by the provisions of this Guarantee, the Company may pursue any litigation to final determination by a court of competent jurisdiction and expressly reserves the right, in its sole discretion, to appeal from an adverse judgment or order.

(d) In all cases where this Guarantee permits the Company to prosecute or provide for the defense of any action or proceeding, the Assured hereunder shall secure to the Company the right to prosecute or provide defense of any action or proceeding, and all appeals therein, and permit the Company to use, at its option, the name of such Assured for this purpose. Whenever requested by the Company, an Assured, at the Company's expense, shall give the Company all reasonable aid in any action or proceeding, securing evidence, obtaining witnesses, prosecuting or defending the action or lawful act which in the opinion of the Company may be necessary or desirable to establish the title to the estate or interest as stated herein, or to establish the lien rights of the Assured. If the Company is prejudiced by the failure of the Assured to furnish the required cooperation, the Company's obligations to the Assured under the Guarantee shall terminate.

6. Proof of Loss or Damage.

In addition to and after the notices required under Section 3 of these Conditions and Stipulations have been provided to the Company, a proof of loss or damage signed and sworn to by the Assured shall be furnished to the Company within 90 days after the Assured shall ascertain the facts giving rise to the loss or damage. The proof of loss or damage shall describe the matters covered by this Guarantee which constitute the basis of loss or damage and shall state, to the extent possible, the basis of calculating the amount of the loss or damage. If the Company is prejudiced by the failure of the Assured to provide the required proof of loss or damage, the Company's obligation to such assured under the Guarantee shall terminate. In addition, the Assured may reasonably be required to submit to examination under oath by any authorized representative of the Company and shall produce for examination, inspection and copying, at such reasonable times and places as may be designated by any authorized representative of the company, all records, books, ledgers, checks, correspondence and memoranda, whether bearing a date before or after Date of Guarantee, which reasonably pertain to the loss or damage. Further, if requested by any authorized representative of the Company, the Assured shall grant its permission, in writing, for any authorized representative of the Company to examine, inspect and copy all records, books, ledgers, checks, correspondence and memoranda in the custody or control of a third party, which reasonably pertain to the loss or damage. All information designated as confidential by the Assured provided to the Company pursuant to this Section shall not be disclosed to others unless, in the reasonable judgment of the Company, it is necessary in the administration of the claim. Failure of the Assured to submit for examination under oath, produce other reasonably requested information or grant permission to secure reasonably necessary information from third parties as required in the above paragraph, unless prohibited by law or governmental regulation, shall terminate any liability of the Company under this Guarantee to the Assured for that claim.

7. Options to Pay or Otherwise Settle Claims: Termination of Liability.

In case of a claim under this Guarantee, the Company shall have the following additional options:

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

Such purchase, payment or tender of payment of the full amount of the Guarantee shall terminate all liability of the Company hereunder. In the event after notice of claim has been given to the Company by the Assured the Company offers to purchase the indebtedness, the owner of such indebtedness shall transfer and assign said indebtedness, together with any collateral security, to the Company upon payment of the purchase price.

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

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

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

8. Determination and Extent of Liability.

This Guarantee is a contract of indemnity against actual monetary loss or damage sustained or incurred by the Assured claimant who has suffered loss or damage by reason of reliance upon the assurances set forth in this Guarantee and only to the extent herein described, and subject to the exclusions stated in Paragraph 2.
The liability of the Company under this Guarantee to the Assured shall not exceed the least of:

(a) the amount of liability stated in Schedule A;

(b) the amount of the unpaid principal indebtedness secured by the mortgage of an Assured mortgagee, as limited or provided under Section 7 of these Conditions and Stipulations or as reduced under Section 10 of these Conditions and Stipulations, at the time the loss or damage assured against by this Guarantee occurs, together with interest thereon; or

(c) the difference between the value of the estate or interest covered hereby as stated herein and the value of the estate or interest subject to the defect, lien or encumbrance assured against by this Guarantee.

9. Limitation of Liability.

(a) If the Company establishes the title, or removes the alleged defect, lien or encumbrance, or cures the any other matter assured against by this Guarantee in a reasonably diligent manner by any method, including litigation and the completion of any appeals therefrom, it shall have fully performed its obligations with respect to that matter and shall not be liable for any loss or damage caused thereby.

(b) In the event of any litigation by the Company or with the Company's consent, the Company shall have no liability for loss or damage until there has been a final determination by a court of competent jurisdiction, and disposition of all appeals therefrom, adverse to the title, as stated herein.

(c) The Company shall not be liable for loss or damage to any Assured for liability voluntarily assumed by the Assured in settling any claim or suit without the prior written consent of the Company.

10. Reduction of Liability or Termination of Liability.

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

11. Payment of Loss.

(a) No payment shall be made without producing this Guarantee for endorsement of the payment unless the Guarantee has been lost or destroyed, in which case proof of loss or destruction shall be furnished to the satisfaction of the Company.

(b) When liability and the extent of loss or damage has been definitely fixed in accordance with these Conditions and Stipulations, the loss or damage shall be payable within 30 days thereafter.

13. Subrogation Upon Payment or Settlement.

Whenever the Company shall have settled and paid a claim under this Guarantee, all right of subrogation shall vest in the Company unaffected by any act of the Assured claimant.

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

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

13. Arbitration.

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

The law of the situs of the land shall apply to an arbitration under the Title Insurance Arbitration Rules.

A copy of the Rules may be obtained from the Company upon request.

14. Liability Limited to this Guarantee; Guarantee Entire Contract.

(a) This Guarantee together with all endorsements, if any, attached hereto by the Company is the entire Guarantee and contract between the Assured and the Company. In interpreting any provision of this Guarantee, this Guarantee shall be construed as a whole.

(b) Any claim of loss or damage, whether or not based on negligence, or any action asserting such claim, shall be restricted to this Guarantee.

(c) No amendment of or endorsement to this Guarantee can be made except by a writing endorsed hereon or attached hereto signed by either the President, a Vice President, the Secretary, an Assistant Secretary, or validating officer or authorized signatory of the Company.

15. Notices, Where Sent.

All notices required to be given the Company and any statement in writing required to be furnished the Company shall include the number of this Guarantee and shall be addressed to: Old Republic National Title Insurance Company, 1408 North Westshore Boulevard, Suite 900, Tampa, Florida 33607, (612) 371-1111.

PioneerTitleCo.
GOING BEYOND

Lot Book Guarantee

Policy Issuing Agent For:
Old Republic National Title Insurance Company

File No.: 901392

Guarantee No.: SG-08022615
Reference No.:

Liability: $1,000.00
Fee: $100.00

1. Name of Insured: Mark Phillips Land Surveying PLLC

2. Date of Guarantee: March 13, 2026 7:00AM

The assurances referred to on the face page hereof are:

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

Lot 6, Block 75 of the CITY OF KETCHUM, BLAINE COUNTY, IDAHO, according to the official plat thereof on file in the office of the County Recorder of Blaine County, Idaho.

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

Deed Type: Warranty Deed
Grantors: Peter Seidner and Samantha Seidner, husband and wife
Grantees: Sundance 4th Ave, LP, a California limited partnership
Dated: October 22, 2025
Recorded Date: November 3, 2025
Instrument::715554

A. There are no mortgages or deeds of trust which purport to affect title to said land, other than those shown below under Exceptions.

No guarantee is made regarding (a) matters affecting the beneficial interest of any mortgage or deed of trust which may be shown herein as an exception, or (b) other matters which may affect any such mortgage or deed of trust.

No guarantee is made regarding any liens, claims of lien, defects or encumbrances other than those specifically provided for above, and, if information was requested by reference to a street address, no guarantee is made that said land is the same and said address.

EXCEPTIONS:

1. First/Second Subsequent tax for the year 2025 are paid.
   Parcel No.: RPK00000750060
   Amount: $3,201.24

2. General taxes for the year 2026, which are liens and are not yet due and payable.
   Parcel No.: RPK00000750060

3. Reservations in United States Patent or State Deeds.

4. Water rights, claims or title to water, whether or not the matters are shown by the public records.

5. Rights of way for ditches, tunnels and telephone and transmission lines constructed by Authority of the United States, as granted to the United States under the provisions of Section 58-604 Idaho Code 1947.

6. Sewer charges and special assessments, if any, for the City of Ketchum.
   No search made.

7. Covenants, conditions, restrictions and easements as set forth on the plat.
   Name of Plat: City of Ketchum

Old Republic National Title Insurance Company
by Pioneer Title Company of Blaine County



Nick Busdon, Title Officer

Guarantee

SG-08022616

File Number: 901392

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

Old Republic National Title Insurance Company, a Florida corporation, herein called the Company,
GUARANTEES

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

IN WITNESS WHEREOF, OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY has caused its corporate name and seal to be hereunto affixed by its duly authorized officers, the Guarantee to become valid when countersigned on Schedule A by an authorized officer or agent of the Company.

Issuedby:

Policy Issuer:
PIONEER TITLE COMPANY
8151 W. RIFLEMAN STREET
BOISE, ID 83704-0000
PHONE: (208) 377-2700

OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY
A Stock Company
1408 North Westshore Blvd., Suite 900, Tampa, Florida 33607
(612) 371-1111 *www.oldrepublictitle.com*

By C Monroe President

Attest Kurt Lewis Secretary

Authorized Signatory

ORT Form 3796
(CLTA Guarantee (Rev. 12/94)

GUARANTEE CONDITIONS AND STIPULATIONS

1. Definition of Terms.

The following terms when used in the Guarantee mean:

a. the "Assured": the party or parties named as the Assured in this Guarantee, or on a supplemental writing executed by the Company.

b. "land": the land described or referred to in Schedule (A)(C) or in Part 2, and improvements affixed thereto which by law constitute real property. The term "land" does not include any property beyond the lines of the area described or referred to in Schedule (A)(C) or in Part 2, nor any right, title, interest, estate or easement in abutting streets, roads, avenues, alleys, lanes, ways or waterways.

c. "mortgage": mortgage, deed of trust, trust deed, or other security instrument.

d. "public records": records established under state statutes at Date of Guarantee for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without knowledge.

e. "date": the effective date.

2. Exclusions from Coverage of this Guarantee.

The Company assumes no liability for loss or damage by reason of the following:

(a) Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public records.

(b) (1) Unpatented mining claims; (2) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (3) water rights, claims or title to water: whether or not the matters excluded by (1), (2) or (3) are shown by the public records.

(c) Assurances to title to any property beyond the lines of the land expressly described in the description set forth in Schedule (A)(C) or in Part 2 of this Guarantee, or title to streets, roads, avenues, alleys, lanes, ways or waterways in which such land abuts, or the right to maintain therein vaults, tunnels, ramps or any other structure or improvement; or any rights or easements therein unless such property, rights or easements are expressly and specifically set forth in said description.

(d) (1) Defects, liens, encumbrances, or adverse claims against the title, if assurances are provided as to such title, and as limited by such assurances.

(2) Defects, liens, encumbrances, adverse claims or other matters (a) whether or not shown by the public records, and which are created, suffered, assumed or agreed to by one or more of the Assureds; (b) which result in no loss to the Assured; or (c) which do not result in the invalidity or potential invalidity of any judicial or non-judicial proceeding which is within the scope and purpose of assurances provided.

3. Notice of Claim to be Given by Assured Claimant.

An Assured shall notify the Company promptly in writing in case any knowledge shall come to an Assured hereunder of any claim of title or interest which is adverse to the title to the estate or interest, as stated herein, and which might cause loss or damage for which the Company may be liable by virtue of this Guarantee. If prompt notice shall not be given to the Company, then all liability of the Company shall terminate with regard to the matter or matters for which such prompt notice is required; provided, however, that failure to notify the Company shall in no case prejudice the rights of any Assured under this Guarantee unless the Company shall be prejudiced by such failure and then only to the extent of the prejudice.

4. No Duty to Defend or Prosecute.

The Company shall have no duty to defend or prosecute any action or proceeding to which the Assured is a party, notwithstanding the nature of any allegation in such action or proceeding.

5. Company's Option to Defend or Prosecute Actions; Duty of Assured Claimant to Cooperate.

Even though the Company has no duty to defend or prosecute as set forth in Paragraph 4 above:

(a) The Company shall have the right, at its sole option and cost, to institute and prosecute any action or proceeding, interpose a defense, as limited in (b), or to do any other act which in its opinion may be necessary or desirable to establish the title to the estate or interest as stated herein, or to establish the lien rights of the Assured, or to prevent or reduce loss or damage to the Assured. The Company may take any appropriate action under the terms of this Guarantee, whether or not it shall be liable hereunder, and shall not thereby concede liability or waive any provision of this Guarantee. If the Company shall exercise its rights under this paragraph, it shall do so diligently.

(b) If the Company elects to exercise its options as stated in Paragraph 5(a) the Company shall have the rights to select counsel of its choice (subject to the right of such Assured to object for reasonable cause) to represent the Assured and shall not be liable for and will not pay the fees of any other counsel, nor will the Company pay any fees, costs or expenses incurred by an Assured in the defense of those causes of action which allege matters not covered by this Guarantee.

(c) Whenever the Company shall have brought an action or interposed a defense as permitted by the provisions of this Guarantee, the Company may pursue any litigation to final determination by a court of competent jurisdiction and expressly reserves the right, in its sole discretion, to appeal from an adverse judgment or order.

(d) In all cases where this Guarantee permits the Company to prosecute or provide for the defense of any action or proceeding, the Assured hereunder shall secure to the Company the right to prosecute or provide defense of any action or proceeding, and all appeals therein, and permit the Company to use, at its option, the name of such Assured for this purpose. Whenever requested by the Company, an Assured, at the Company's expense, shall give the Company all reasonable aid in any action or proceeding, securing evidence, obtaining witnesses, prosecuting or defending the action or lawful act which in the opinion of the Company may be necessary or desirable to establish the title to the estate or interest as stated herein, or to establish the lien rights of the Assured. If the Company is prejudiced by the failure of the Assured to furnish the required cooperation, the Company's obligations to the Assured under the Guarantee shall terminate.

6. Proof of Loss or Damage.

In addition to and after the notices required under Section 3 of these Conditions and Stipulations have been provided to the Company, a proof of loss or damage signed and sworn to by the Assured shall be furnished to the Company within 90 days after the Assured shall ascertain the facts giving rise to the loss or damage. The proof of loss or damage shall describe the matters covered by this Guarantee which constitute the basis of loss or damage and shall state, to the extent possible, the basis of calculating the amount of the loss or damage. If the Company is prejudiced by the failure of the Assured to provide the required proof of loss or damage, the Company's obligation to such assured under the Guarantee shall terminate. In addition, the Assured may reasonably be required to submit to examination under oath by any authorized representative of the Company and shall produce for examination, inspection and copying, at such reasonable times and places as may be designated by any authorized representative of the company, all records, books, ledgers, checks, correspondence and memoranda, whether bearing a date before or after Date of Guarantee, which reasonably pertain to the loss or damage. Further, if requested by any authorized representative of the Company, the Assured shall grant its permission, in writing, for any authorized representative of the Company to examine, inspect and copy all records, books, ledgers, checks, correspondence and memoranda in the custody or control of a third party, which reasonably pertain to the loss or damage. All information designated as confidential by the Assured provided to the Company pursuant to this Section shall not be disclosed to others unless, in the reasonable judgment of the Company, it is necessary in the administration of the claim. Failure of the Assured to submit for examination under oath, produce other reasonably requested information or grant permission to secure reasonably necessary information from third parties as required in the above paragraph, unless prohibited by law or governmental regulation, shall terminate any liability of the Company under this Guarantee to the Assured for that claim.

7. Options to Pay or Otherwise Settle Claims: Termination of Liability.

In case of a claim under this Guarantee, the Company shall have the following additional options:

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

Such purchase, payment or tender of payment of the full amount of the Guarantee shall terminate all liability of the Company hereunder. In the event after notice of claim has been given to the Company by the Assured the Company offers to purchase the indebtedness, the owner of such indebtedness shall transfer and assign said indebtedness, together with any collateral security, to the Company upon payment of the purchase price.

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

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

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

8. Determination and Extent of Liability.

This Guarantee is a contract of indemnity against actual monetary loss or damage sustained or incurred by the Assured claimant who has suffered loss or damage by reason of reliance upon the assurances set forth in this Guarantee and only to the extent herein described, and subject to the exclusions stated in Paragraph 2.
The liability of the Company under this Guarantee to the Assured shall not exceed the least of:

(a) the amount of liability stated in Schedule A;

(b) the amount of the unpaid principal indebtedness secured by the mortgage of an Assured mortgagee, as limited or provided under Section 7 of these Conditions and Stipulations or as reduced under Section 10 of these Conditions and Stipulations, at the time the loss or damage assured against by this Guarantee occurs, together with interest thereon; or

(c) the difference between the value of the estate or interest covered hereby as stated herein and the value of the estate or interest subject to the defect, lien or encumbrance assured against by this Guarantee.

9. Limitation of Liability.

(a) If the Company establishes the title, or removes the alleged defect, lien or encumbrance, or cures the any other matter assured against by this Guarantee in a reasonably diligent manner by any method, including litigation and the completion of any appeals therefrom, it shall have fully performed its obligations with respect to that matter and shall not be liable for any loss or damage caused thereby.

(b) In the event of any litigation by the Company or with the Company's consent, the Company shall have no liability for loss or damage until there has been a final determination by a court of competent jurisdiction, and disposition of all appeals therefrom, adverse to the title, as stated herein.

(c) The Company shall not be liable for loss or damage to any Assured for liability voluntarily assumed by the Assured in settling any claim or suit without the prior written consent of the Company.

10. Reduction of Liability or Termination of Liability.

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

11. Payment of Loss.

(a) No payment shall be made without producing this Guarantee for endorsement of the payment unless the Guarantee has been lost or destroyed, in which case proof of loss or destruction shall be furnished to the satisfaction of the Company.

(b) When liability and the extent of loss or damage has been definitely fixed in accordance with these Conditions and Stipulations, the loss or damage shall be payable within 30 days thereafter.

13. Subrogation Upon Payment or Settlement.

Whenever the Company shall have settled and paid a claim under this Guarantee, all right of subrogation shall vest in the Company unaffected by any act of the Assured claimant.

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

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

13. Arbitration.

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

The law of the situs of the land shall apply to an arbitration under the Title Insurance Arbitration Rules.

A copy of the Rules may be obtained from the Company upon request.

14. Liability Limited to this Guarantee; Guarantee Entire Contract.

(a) This Guarantee together with all endorsements, if any, attached hereto by the Company is the entire Guarantee and contract between the Assured and the Company. In interpreting any provision of this Guarantee, this Guarantee shall be construed as a whole.

(b) Any claim of loss or damage, whether or not based on negligence, or any action asserting such claim, shall be restricted to this Guarantee.

(c) No amendment of or endorsement to this Guarantee can be made except by a writing endorsed hereon or attached hereto signed by either the President, a Vice President, the Secretary, an Assistant Secretary, or validating officer or authorized signatory of the Company.

15. Notices, Where Sent.

All notices required to be given the Company and any statement in writing required to be furnished the Company shall include the number of this Guarantee and shall be addressed to: Old Republic National Title Insurance Company, 1408 North Westshore Boulevard, Suite 900, Tampa, Florida 33607, (612) 371-1111.

Judgment and Tax Lien Guarantee

Policy Issuing Agent For:
Old Republic National Title Insurance Company

File No.: 901392

Guarantee No.: SG-08022616
Reference No.:

Liability: $1,000.00
Fee: $50.00

1. Name of Insured: Mark Phillips Land Surveying PLLC

2. Date of Guarantee: March 13, 2026 at 7:00AM

The assurances referred to on the face page hereof are:

That according to the public records of Blaine County, Idaho and the Secretary of State for a period of 10 years immediately prior to the date hereof, there are no

Federal Tax Liens
Abstracts of Judgment, or
Certificates of State Tax Liens

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

The parties referred to in this guarantee are as follows:

Sundance 4th Ave, LP, a California limited partnership

EXCEPTIONS:

1. N/A

Old Republic National Title Insurance Company
by Pioneer Title Company of Blaine County

Nick Busdon, Title Officer

City of Ketchum

ATTACHMENT C

Design Review Standards Evaluation

City of Ketchum
Planning & Building

SEIDNER RESIDENCES
460 N 4th SVENUE
DESIGN REVIEW STANDARDS EVALUATION

Design Review Standards (KMC §16.04.080.C)		
Ketchum Municipal Code	Design Review Standards & Staff Analysis	
16.04.080.C.1.a Streets	**The applicant shall be responsible for all costs associated with providing a connection from an existing City street to their development.**	Conformance N/A
Staff Analysis	The proposed project is adjacent to an existing City street and alleyway. The driveway access for the Unit A will come off 4th Avenue and the driveway access for Unit B will come off the alleyway adjacent to the rear lot line.	
16.04.080.C.1.b Streets	**All street designs shall be approved by the City Engineer.**	Conformance N/A
Staff Analysis	No new streets are proposed	
16.04.080.C.2.a Sidewalks	**All projects under 16.04.080.B that qualify as a "substantial improvement" shall install sidewalks as required by the Streets and Facilities Department.**	Conformance N/A
Staff Analysis	KMC 16.04.020.C.13 outlines the zone districts where sidewalks are required when substantial improvements are made, which include the Community Core, all Tourist Zone Districts, and all Light Industrial Districts. The subject property is located within the GR-L Zone, and sidewalks are not required to be installed for the project. This standard is not applicable.	
16.04.080.C.2.b Sidewalks	**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.**	Conformance N/A
Staff Analysis	This standard is not applicable because the subject property is located within the GR-L zone and sidewalks are not required to be installed for this project.	
16.04.080.C.2.c Sidewalks	**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.**	Conformance N/A

Staff Analysis	This standard is not applicable because the subject property is located within the GR-L zone and sidewalks are not required to be installed for this project.	
16.04.080.C.2.d Sidewalks	**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.**	Conformance N/A
Staff Analysis	This standard is not applicable because the subject property is located within the GR-L zone and sidewalks are not required to be installed for this project.	
16.04.080.C.2.e Sidewalks	**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.**	Conformance N/A
Staff Analysis	This standard is not applicable because the subject property is located within the GR-L zone and sidewalks are not required to be installed for this project.	
16.04.080.C.2.f Sidewalks	**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.**	Conformance N/A
Staff Analysis	This standard is not applicable because the subject property is located within the GR-L zone and sidewalks are not required to be installed for this project.	
16.04.080.C.3 Drainage & Landscaping	**All applications shall meet the standards set forth in 16.04.060.A, Standards for All Development.**	Conformance YES
Staff Analysis	1. Drainage – The drainage improvements include the installation of a channel drain, drywells, and landscape catch basins as detailed on Sheets C2.0, C4.0, and L1. The City Engineer reviewed the proposed drainage plan and finds it sufficient to maintain all storm water drainage onsite. 2. Utilities – All necessary utilities (water, sewer, power, gas, & telecommunications) are proposed to be undergrounded. All utilities propose separate services for each sublot. 3. Snow Storage – The applicant is proposing snowmelt on both driveways and all major pedestrian circulation areas. The driveway of Unit A will include	

	snowmelt in the ROW which will require a ROW Encroachment Agreement and ROW usage fee to be executed and paid prior to building permit approval by the City Engineer. 4. Landscaping – The project has a landscaping plan with drought tolerant and native species. The subject property is not located in the riparian zone. 5. Fences/Hedges/Walls (16.04.060.D) – Fences, hedges, and walls shall not be greater than 4' when less than 30' feet from the front property line The project has a small, stone veneer wall at the entrance of Unit A which is less than 4'. There is one wall/fence dividing the two sublots with the total height being 6'.	
16.04.080.C.4.a Compatibility of Design	**The project's materials, colors and signing shall be complementary with the townscape, surrounding neighborhoods and adjoining structures.**	Conformance YES
Staff Analysis	The 4th Avenue and Bird Drive neighborhoods primarily feature townhomes and condos with a few small, single-family homes interspersed. The residences are built at varying decades but trend towards a common architectural style: tall & narrow, 2 & 3 stories, pitched roofs, and prominent window features above a garage door fronting the street. The neighborhoods have general cohesion of exterior materials primarily composed of wood, stone, and stucco with metal accents. The proposed detached townhomes are tall & narrow, 3 stories, have pitched roofs, and feature a prominent window feature above a garage fronting the street. The proposed materials are stone and wood with metal elements. The proposed project is consistent and will complement the neighborhood character.	
16.04.080.C.4.b Compatibility of Design	**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.**	Conformance N/A
Staff Analysis	This standard is not applicable because the subject property does not contain any listed historical or cultural landmarks. The lot does contain a small single-family residence that was built in 1935, however, the property was not listed as a significant historical asset on the 2005 Archaeological and Historic Reconnaissance (Walswoth) Survey.	
16.04.080.C.4.c Compatibility of Design	**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.**	Conformance N/A
Staff Analysis	The existing buildings are proposed to be demolished.	

16.04.080.C.5.a Architectural	**Building(s) shall provide unobstructed pedestrian access to the nearest sidewalk, and the entryway shall be clearly defined.**	Conformance YES
Staff Analysis	The subject property is located within the GR-L zone and sidewalks are not required to be installed for this project. The entryway for Unit A is clearly defined and oriented towards the front of the lot while the entryway for Unit B is clearly defined and oriented towards the rear lot line & alleyway.	
16.04.080.C.5.b Architectural	**The building character shall be clearly defined by use of architectural features.**	Conformance YES
Staff Analysis	The proposal features various architectural elements including a change in roof lines (stepped up/down pitched roofs on Unit A and pitched roofs perpendicular to each other on Unit B), material changes (stone chimneys, entry ways, and minor detailing with vertical wood siding on the remainder of the building), exposed timbers, 1st floor roof overhang on Unit B, metal roof detailing, and diverse window forms.	
16.04.080.C.5.c Architectural	**There shall be continuity of materials, colors and signing within the project.**	Conformance YES
Staff Analysis	Both Unit A & B are proposed using the same exterior materials: light brown timber for beams/columns/rafters, charred dark brown siding, natural warm brown soffit, Corinthian Granite veneers, and bonderized roofs/chimney caps/gutters/downspouts.	
16.04.080.C.5.d Architectural	**Accessory structures, fences, walls and landscape features within the project shall match or complement the principal building.**	Conformance YES
Staff Analysis	There is one fence/wall on the sublot property line. The fence/wall will be constructed with 2' of grey/brown landscape blocks, steel posts, and 4' of warm light brown wood fencing. These materials will complement the main building materials on both units.	
16.04.080.C.5.e Architectural	**Building walls shall provide undulation/relief, thus reducing the appearance of bulk and flatness.**	Conformance YES
Staff Analysis	While the proposed development contains portions of large flat facades, there are multiple architectural features and design elements providing undulation and relief to reduce the appearance of bulk and mass. Both Units create visual interest with stone chimney bump outs, diverse window forms, material changes, horizontal banding on the side facades, and multiple pitched & shed roof lines. Additionally, Unit A has a second-floor deck above a front entrance area and the second floor on the front façade slightly overhangs the first floor with exposed	

	timber. Unit B has a 1st floor roof overhang that wraps around the entrance area and part of the side facades.	
16.04.080.C.5.f Architectural	**Building(s) shall orient toward their primary street frontage.**	**Conformance** YES
Staff Analysis	Unit A is oriented towards 4th Avenue while Unit B is oriented to the alleyway adjacent to the rear property line.	
16.04.080.C.5.g Architectural	**Garbage storage areas and satellite receivers shall be screened from public view and located off alleys.**	**Conformance** YES
Staff Analysis	No satellite receivers are being proposed. Unit A will store their garbage can in the two-car garage and Unit B will have a small garbage can enclosure on the north-west side of the building, as seen on sheet A-101B.	
16.04.080.C.5.h Architectural	**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.**	**Conformance** YES
Staff Analysis	Both Units A & B feature snow bars and gutters to prevent dripping water and sliding snow on pedestrian gathering and circulation areas. Both units feature covered entryways.	
16.04.080.C.6.a Circulation Design	**Pedestrian, equestrian and bicycle access shall be located to connect with existing and anticipated easements and pathways.**	**Conformance** N/A
Staff Analysis	This standard is not applicable because the subject property is not contiguous of existing pedestrian, equestrian, or bicycle easements or pathways. Additionally, the subject property is a middle lot in an established residential neighborhood with established access to the Wood River Trail two lots to the south-east.	
16.04.080.C.6.b Circulation Design	**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.**	**Conformance** N/A
Staff Analysis	This standard is not applicable because the subject property is located within the GR-L zone and sidewalks are not required to be installed for this project.	
16.04.080.C.6.c Circulation Design	**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.**	**Conformance** YES
Staff Analysis	There will be no traffic flow within the project and pedestrian, vehicular, and bicycle access already exist to the subject property off 4th Avenue. The new	

	driveway for Unit B enters a dead-end alleyway, which is accessed off a dead-end street, pedestrian and vehicular flow will remain residential in nature. The driveways for the proposal are compliant with city standards.	
16.04.080.C.6.d Circulation Design	**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.**	Conformance YES
Staff Analysis	The proposed driveways for Units A & B are greater than 20 feet from the nearest intersection.	
16.04.080.C.6.e Circulation Design	**Unobstructed access shall be provided for emergency vehicles, snowplows, garbage trucks and similar service vehicles to all necessary locations within the proposed project.**	Conformance YES
Staff Analysis	Access for emergency vehicles, snowplows, and garbage trucks is provided along 4th Avenue and the alleyway accessed by W 5th Street which is adjacent to the rear lot line of the subject property.	
16.04.080.C.7 Public Amenities	**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 Streets and Facilities Department prior to Design Review approval from the Planning and Zoning Commission.**	Conformance N/A
Staff Analysis	This standard is not applicable because the subject property is located within the GR-L zone and sidewalks are not required to be installed for this project	
16.04.080.C.8.a Underground Encroachments	**Encroachments of underground building(s) or portions of building(s) into required setbacks are subject to 16.02.070.A.10 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.**	Conformance N/A
Staff Analysis	No potion of the buildings are being proposed to encroach into the required setbacks.	
16.04.080.C.8.b	**No below grade structure shall be permitted to encroach into the riparian setback.**	Conformance N/A

Underground Encroachments		
Staff Analysis	The subject property is not located in the riparian setback.	

City of Ketchum

ATTACHMENT D

Preliminary Plat Standards Evaluation

City of Ketchum
Planning & Building

SEIDNER RESIDENCES
460 N 4th AVENUE
TOWNHOUSE SUBDIVISION PRELIMINARY PLAT STANDARDS EVALUATION

Preliminary Plat Digital Copy Requirements				
Compliant				
Yes	No	N/A	City Code	City Standards
☒	☐	☐	16.07.080.A.c.(2)(A)viii(a)	**The scale, north point and date.**
			Commission Findings	The preliminary plat includes a scale, north point, and date.
☒	☐	☐	16.07.080.A.c.(2)(A)viii(b)	**The name of the proposed subdivision. Subdivision names shall not be the same or confused with the name of any other subdivision in Blaine County, Idaho and shall be approved by the Blaine County Assessor.**
			Commission Findings	The preliminary plat includes the name of the proposed subdivision: Seidner Residences. This name is not currently applied to any other property in Blaine County.
☒	☐	☐	16.07.080.A.c.(2)(A)viii(c)	**The name and address of the owner of record, the subdivider, and the engineer, surveyor, or other person preparing the plat.**
			Commission Findings	The name and address of the owner of record, the subdivider, and the surveyor are shown in plat note 5 & 6 of the preliminary plat. Sundance 4th Ave LP, is the owner and subdivider. Mark Phillips, of Phillips Land Surveying, PLLC, is the surveyor.
☒	☐	☐	16.07.080.A.c.(2)(A)viii(d)	**Legal description of the area platted.**
			Commission Findings	The legal description is included in line two under the proposed subdivision name.
☒	☐	☐	16.07.080.A.c.(2)(A)viii(e)	**The names and the intersecting boundary lines of adjoining subdivisions and parcels of property.**
			Commission Findings	The preliminary plat indicates the boundary lines of the adjoining lots including townhouse lots and names of adjoining subdivisions.
☒	☐	☐	16.07.080.A.c.(2)(A)viii(f)	**A contour map of the subdivision with contour lines and a maximum interval of two feet to show the configuration of the land based upon**

				the United States geodetic survey data, or other data approved by the City Engineer.
			Commission Findings	The preliminary plat shows the contour lines for the subject property. The lot has approximately 4 feet of elevation gain so the lines are included, but easy to miss.
☒	☐	☐	16.07.080.A.c.(2)(A)viii(g)	**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.**
			Commission Findings	The preliminary plat shows the scaled location of existing buildings and the adjacent streets and roadways. There are no bodies of water on the subject property.
☒	☐	☐	16.07.080.A.c.(2)(A)viii(h)	**Boundary description of the tract.**
			Commission Findings	Boundary description of the tract is included as longitude and latitude along the property lines.
☒	☐	☐	16.07.080.A.c.(2)(A)viii(i)	**Existing zoning of the tract.**
			Commission Findings	The existing zoning of the subject property is contained in plat note #5.
☒	☐	☐	16.07.080.A.c.(2)(A)viii(j)	**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.**
			Commission Findings	The proposed sublots and lot lines are shown. No new streets, easements, or blocks are being proposed.
☐	☐	☒	16.07.080.A.c.(2)(A)viii(k)	**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.**
			Commission Findings	The preliminary plat does not contain any public use or common area spaces.
☐	☐	☒	16.07.080.A.c.(2)(A)viii(l)	**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.**
			Commission Findings	N/A – The scope of the project is contained on an existing lot in an established and developed neighborhood.

☐	☐	☒	16.07.080.A.c.(2)(A)viii(m)	**The direction of drainage, flow and approximate grade of all streets.**
			Commission Findings	N/A – New streets are not being proposed.
☐	☐	☒	16.07.080.A.c.(2)(A)viii(n)	**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.**
			Commission Findings	N/A – Drainage canals and drainage easements are not proposed.
☒	☐	☐	16.07.080.A.c.(2)(A)viii(o)	**Vicinity map drawn to approximate scale showing the location of the proposed subdivision in reference to existing and/or proposed arterials and collector streets.**
			Commission Findings	A vicinity map was not provided on the preliminary plat but was instead provided in a separate application submittal document. Furthermore, a vicinity map is not required on a final plat. No condition of approval has been added to include this requirement and staff find that the separated vicinity map fulfills this requirement.
☐	☐	☒	16.07.080.A.c.(2)(A)viii(p)	**The boundaries of the floodplain, floodway and avalanche overlay district shall also be clearly delineated and marked on the preliminary plat or note provided if the entire project is in the floodplain, floodway or avalanche overlay district.**
			Commission Findings	N/A – Property is not in the floodplain, floodway, or avalanche overlay.
☐	☐	☒	16.07.080.A.c.(2)(A)viii(q)	**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 or more streets.**
			Commission Findings	N/A – Property is not in the floodplain, does not contain land with a slope of 25%, and is not creating a corner lot.
☒	☐	☐	16.07.080.A.c.(2)(A)viii(r)	**Lot area of each lot.**
			Commission Findings	The preliminary plat shows the lot area of each sublot.
☒	☐	☐	16.07.080.A.c.(2)(A)viii(s)	**Existing mature trees and established shrub masses.**

			Commission Findings	The preliminary plat shows the two existing small, deciduous tree clusters and one existing deciduous tree.

FINDINGS REGARDING PRELIMINARY PLAT SUBDIVISION REQUIREMENTS

Preliminary Plat Development and Design Requirements				
Compliant				
Yes	No	N/A	City Code	City Standards
☐	☐	☐	16.06.050.A	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. Corner lots outside of the original Ketchum Townsite shall have a property line curve or corner of a minimum radius of 25 feet unless a longer radius is required to serve an existing or future use. 3. Side lot lines shall be within 20 degrees to a right angle or radial line to the street line. 4. Double frontage lots shall not be created. 5. Every lot in a subdivision shall have a minimum of 20 feet of frontage on a dedicated public street or legal access via an easement of 20 feet 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. 6. In the LR-1 District, the maximum density of a single development is one dwelling unit per acre of gross land area of less than 25 percent slope.
			Commission Findings	1. The proposed townhouse subdivision meets most dimensional standards as outlined in the GR-L zone district for the parent lot. The minimum lot size is 8,000 square feet and the parent lot for the subject property is 8,251 square feet. The minimum lot width is 80 feet, and the property is about 55 feet on average. The parent lot already exists so this non-conforming standard only makes the lot more restrictive when developing but does not prevent the proposal from being developed. The new attached townhomes meet minimum setback requirements in the GR-L zone for the front, side, and rear. 2. N/A – a corner lot is not being proposed. 3. The parent lot of the townhouse subdivision and the newly created sublot lot line is parallel to the street, cleanly diving the parent lot into two sublots. 4. A double frontage lot is not being proposed.

				5. The parent lot is existing and has approximately 55 feet of frontage along 4th Avenue. 6. N/A – The subject property is in the GR-L Zone.
☐	☐	☒	16.06.050.B	Building Envelopes: 1. Building envelopes shall be shown on preliminary and final plats when a proposed subdivision includes lot(s): a. In whole or in part within the floodplain; b. That contain land with a slope in excess of 25 percent, based upon natural contours; or c. Create corner lots at the intersection of two or more streets. 2. The building envelopes shall be located in a manner designed to promote orderly and logical development of structures, minimize congestion of structures, and provide open space and solar access for each lot and structure. 3. 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. 4. Structures may only be built on buildable lots as defined in §16.08.020. Building envelopes shall be established outside of hillsides of 25 percent and greater and outside of the floodway. A Subdivision Exception to this standard may only be considered for the following: a. For parcels that are entirely within slopes of 25 percent or greater to create a reasonable building envelope, provided the Mountain Overlay District standards and all other City requirements are met. b. For small encroachments into or over isolated pockets of land with a slope of 25 percent or greater that are found to be in compliance with the purposes and standards of the Mountain Overlay District and this section.
			Commission Findings	N/A – Property is not in the floodplain, does not contain land with a slope of 25%, and is not creating a corner lot.
☐	☐	☒	16.06.050.C	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 1,200 feet (1,200'), nor less than 400 feet between the street intersections, and shall have sufficient depth to provide for two 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. Except in the original Ketchum Townsite, corner lots shall contain a building envelope outside of a 75-foot radius from the intersection of the streets.
			Commission Findings	N/A – No new blocks are being created.
☐	☐	☒	16.06.050.D	Street Improvement Requirements: 1. The arrangement, character, extent, width, grade and location of all streets put in the proposed subdivision 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 §16.04.020, *Access, Connectivity, and Circulation*, 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 City 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 and not more than seven percent 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 City 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. Where any street deflects an angle of ten degrees or more, a connecting curve shall be required having a minimum centerline radius of 300 feet for an arterial and collector streets, and 125 feet for minor streets; 9. Streets with centerline offsets of less than 125 feet shall be prohibited; 10. A tangent of at least one hundred 100 feet long shall be introduced between reverse curves on arterial and collector streets; 11. 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 County Assessor's Office before submitting same to council for preliminary plat approval; 12. Street alignment design shall follow natural terrain contours to result in safe streets, usable lots, and minimum cuts and fills; 13. Street patterns of residential areas shall be designed to create areas free of through traffic, but readily accessible to adjacent collector and arterial streets; 14. 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; 15. Street lighting may be required consistent with adopted City standards and where designated shall be installed by the subdivider as a requirement improvement; 16. Private streets may be allowed upon recommendation by the Planning and Zoning Commission and approval by the City Council. Private streets shall be constructed to meet the design standards specified in §16.06.050.D.2 and §16.04.020, *Access, Connectivity, and Circulation*; 17. Street signs shall be installed by the subdivider as a required improvement of a type and design approved by the Streets Department and shall be consistent with the type and design of existing street signs elsewhere in the city; 18. 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 pursuant to adopted standard specifications; 19. Sidewalks, curbs, and gutters may be a required improvement installed by the subdivider in compliance with adopted City standards; and

				20. No new public or private streets or flag lots associated with a proposed subdivision are permitted to be developed on parcels within the Avalanche Overlay District.
			Commission Findings	1. -18. N/A – These standards do not apply due to the scope of the project. No new public or private streets are being proposed. 19. N/A – Sidewalks, curbs and gutters are not required due to the zoning of the project. 20. N/A – The subject property is not in the Avalanche Overlay.
☐	☐	☒	16.06.050.E	Alley Improvement Requirements: 1. Alleys shall be provided in mixed-use districts. 2. The width of an alley shall be not less than 20 feet. 3. Alley intersections and sharp changes in alignment shall be avoided, but where necessary, corners shall be provided to permit safe vehicular movement. 4. Dead end alleys shall be permitted only within the original Ketchum Townsite and only after due consideration of the interests of the owners of property adjacent to the dead end alley including, but not limited to, the provision of fire protection, snow removal and trash collection services to such properties. 5.d Improvement of alleys shall be done by the subdivider as required improvement and in conformance with design standards specified in §16.06.050.D.2.
			Commission Findings	N/A –The existing lot is surrounded on all sides by existing developments and an established road (4th Avenue) and alleyway.
☐	☐	☒	16.06.050.F	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 in width shall be required within the street right-of-way boundaries of all private streets. A public utility easement at least five feet 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 fish and nature study easement along the riverbank. Furthermore, the City 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 that border on the Big Wood River, Trail Creek and Warm Springs Creek shall dedicate a 25-foot 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.
			Commission Findings	1. N/A – No private drives are proposed. 2. N/A – The subject property does not border a watercourse. 3. N/A – The subject property does not border the Big Wood River, Trail Creek, or Warm Springs. 4. N/A – The subject property does not border the Big Wood River, Trail Creek, or Warm Springs. 5. N/A – The subject property is currently vacant, all development and infrastructure will be new. 6. N/A – The scope of the project does not require non-vehicular transportation easements.
☒	☐	☐	16.06.050.G	Sanitary Sewage Disposal Improvements: 1. 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. 2. Construction plans and specifications for central sanitary sewer extension shall be prepared by the subdivider and approved by the City Engineer, City Council, and the Idaho Department of Health and Welfare prior to final plat approval. 3. 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 Welfare and the City 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 that it deems necessary to protect public health, safety, and welfare.
			Commission Findings	1. Sewage lines are shown and outlined on the preliminary plat. Each sublot will have a dedicated sewage line. 2. N/A – This standard shall apply to the final plat. 3. N/A – The sewage system will be connected to the public sewage system.
☒	☐	☐	16.06.050.H	Water System Improvements: 1. A central domestic water distribution system shall be installed in all subdivisions by the subdivider as a required improvement. 2. 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 Fire Department and other regulatory agencies having jurisdiction. 3. 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. 4. All water systems shall be connected to the municipal water system and shall meet the standards of the following agencies: Idaho Department of Health and Welfare, Idaho Survey and Rating Bureau, District Sanitarian, Idaho State Public Utilities Commission, Idaho Department of Reclamation, and all requirements of the City.
			Commission Findings	1. Each sublot will have a dedicated water line. 2. N/A - A new fire hydrant is not required. 3. N/A – A full water system is not required. Each home will have a dedicated water line running from the municipal main line. 4. The proposed water systems are connected to the municipal water systems.
☐	☐	☒	16.06.050.I	Planting Strip Improvements: 1. Planting strips shall be required improvements to screen incompatible features for the following: a. When a predominantly residential subdivision is proposed for land adjoining incompatible uses or features such as highways, railroads, commercial or LI districts or off street parking areas; and b. Along the boundary line of lots adjacent to arterial streets or incompatible zoning districts.

				2. 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; 3. All planting strips shall be located within an easement granted to the City and recorded in the office of the Blaine County Recorder prior to or in conjunction with recordation of the Final Plat. 4. The subdivider shall submit a landscaping plan for such planting strip with the preliminary plat application.
			Commission Findings	N/A – The surrounding developments are compatible with the proposal, and no new subdivision is being created.
☐	☐	☒	16.06.050.J	Cuts, Fills, And Grading Improvements: 1. 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. 2. Areas within a subdivision that 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. 3. 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. 4. Fill areas shall be prepared by removing all organic material detrimental to proper compaction for soil stability. 5. Fills shall be compacted to at least 95 percent of maximum density as determined by AASHO T-99 (American Association of State Highway Officials) and ASTM D698 (American Standard Testing Methods). 6. Cut slopes shall be no steeper than two horizontal to one vertical (2:1). Subsurface drainage shall be provided as necessary for stability. 7. 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 12 feet horizontally of the top and existing or planned cut slope. 8. Toes of cut and fill slopes shall be set back from property boundaries a distance of three feet, plus one-fifth of the height of the cut or the fill, but may not exceed a horizontal distance of ten feet; tops and toes of cut and fill slopes shall be set back from structures at a distance of at least six feet, plus one-fifth of the height of the cut or the fill. Additional setback distances shall be provided as necessary to accommodate drainage features and drainage structures.
			Commission Findings	This standard does not apply as this application is the subdivision of an existing lot. On-site grading for the new townhomes meet all grading requirements and all disturbance will be revegetated per the landscape plan included in Design Review (P26-016).
☐	☐	☒	16.06.050.K	Drainage Improvements: 1. 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. 2. 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. 3. An adequate storm and surface drainage system shall be a required improvement in all subdivisions and shall be installed by the subdivider. 4. 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.
			Commission Findings	1. – 2. N/A – there are no natural drainage courses on the subject property. 3. N/A – The scope of the proposed project does not require a drainage system. 4. N/A – The scope of the proposed project does not require a culvert.

☒	☐	☐	16.06.050.L	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.
			Commission Findings	All utilities are proposed to be underground.
☐	☐	☒	16.06.050.M	Off-site Improvements: Where the off-site impact of a proposed subdivision is found by the Planning and Zoning Commission or City 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.
			Commission Findings	N/A – Off-site improvements will not be required as the proposal is not expected to create substantial additional traffic.
☐	☐	☒	16.06.050.N	Avalanche and Mountain Overlay: All improvements and subdivisions created pursuant to this chapter shall comply with Avalanche Overlay district and Mountain Overlay district requirements as set forth §16.02.060.D.
			Commission Findings	N/A – The property is not in the Avalanche or Mountain Overlay.
☒	☐	☐	16.06.050.O	Natural Feature Preservation: 1. Existing natural features that 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. 2. Preserved natural features shall be located within an easement granted to the City and recorded in the office of the Blaine County Recorder prior to or in conjunction with recordation of the Final Plat.
			Commission Findings	1. & 2. The property is mostly flat and does not contain any notable rock outcropping or watercourses. The property does contain two small tree clusters and one tree. However, these are centrally located and are not particularly notable or specifically enhance the attractiveness of the subdivision. Current landscaping will be fully reworked through the development process without preserving the current conditions.

☐	☐	☒	16.06.050.P	Additional Criteria for Subdivision in the Floodplain Overlay District: 1. The City Council may require, in appropriate areas, an easement providing access through the subdivision to the bank as a sportsman's access easement. 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 that runs through the proposed subdivision. 2. All subdivision proposals shall be consistent with the standards set forth in §16.02.060.A, *FP: Floodplain Overlay District*; 3. All proposed lots in the subdivision shall have a building envelope that is located above the base flood elevation. It is preferred that building sites are located on natural high ground and special flood hazards areas are reserved for open space, trails, parks, and other low-impact, nonresidential uses. If fill is proposed to elevate building sites, compensatory storage must be provided pursuant to section chapter. 4. All subdivision proposals shall have public utilities and facilities such as sewer, gas, electrical, and water systems located and constructed to minimize flood damage; 5. All subdivision proposals shall include streets that are at or above the base flood elevation to allow dryland access for emergency vehicles during a flood event; 6. All subdivision proposals shall have adequate drainage facilities provided to ensure that the post-development stormwater (of a 25-year storm) discharge volume and flow rate will not exceed the pre-development conditions. Low impact development and green infrastructure techniques for stormwater management are encouraged. Drainage plans and pre- and post-development hydrology calculations shall be prepared by a civil engineer licensed in the State of Idaho; 7. All requirements of the Code of Federal Regulations, 44 CFR 60.3 shall be met; and 8. All subdivision proposals and other development proposals shall have received all necessary permits from those governmental agencies for which approval is required by federal or state law, including Section 404 of the Federal Water Pollution Control Act Amendments of 1972, 33 USC 1334.

			Commission Findings	N/A – The property is not in the floodplain.

FINDINGS REGARDING TOWNHOME SUBDIVISION REQUIREMENTS

Townhouse Subdivision Requirements				
Compliant				
Yes	No	N/A	City Code	City Standards
☒	☐	☐	16.06.070.C.1	**All townhouse developments, including each individual sublot, shall not exceed the maximum building coverage requirements of the zoning district. The building coverage limitation shall apply to the collective townhouse development lot, and not each individual sublots.**
			Commission Findings	The development is in the GR-L Zone which allows a maximum coverage of 35%*. The proposal covers 34.9% of the lot. *Percentage dropped due to Scrivener error in the recently adopted Land Development Code, to be corrected in upcoming code updates. This percentage is to be carried forward from previous Ketchum Municipal Code section 17.12.030.
☒	☒	☐	16.06.070.C.2	**All garages shall be designated on the preliminary and Final Plats and on all deeds as part of the particular townhouse units. Detached garages may be platted on separate sublots; provided that the ownership of detached garages is tied to specific townhouse units on the townhouse plat and in any owner's documents, and that the detached garage(s) may not be sold and/or owned separate from any dwelling unit(s) within the townhouse development.**
			Commission Findings	The garages are not shown on the preliminary plat partially due to conflict with 16.07.080.A.c.(2)(A)viii(g), which requires a preliminary plat to show scaled locations of existing buildings. However, both garages are located within each residence on their respective sublot. A condition of approval has been added stipulating the garages will be clearly shown on the final plat.

City of Ketchum

ATTACHMENT E

Zoning & Dimensional Standards Evaluation

City of Ketchum
Planning & Building

SEIDNER RESIDENCES
460 N 4th AVENUE
GR-L ZONING & DIMENSIONAL STANDARDS EVALUATION

GR-L Zoning and Dimensional Standards Evaluation				
Compliant			Standards and Staff Analysis	
Yes	No	N/A	Land Development Code	City Standards and Staff Analysis
☐	☐	☒	16.02.020.D.2	Minimum Lot Area & Width
			Staff Analysis	**Required:** Area: 8,000 sf minimum Width: 80 feet **Existing:** 8,251 sf lot averaging 55' width. The width makes this lot non-conforming. However, this will not affect the proposal itself, it only limits the proposal on the site. All other required dimensional standards have been met.
☒	☐	☐	16.02.020.D.2	Building Coverage/FAR
			Staff Analysis	**Permitted:** 35%* *Percentage dropped due to Scrivener error in the recently adopted Land Development Code, to be corrected in upcoming code updates. This percentage is to be carried forward from previous Ketchum Municipal Code section 17.12.030. **Proposed:** 34.9%
☒	☐	☐	16.02.020.D.2	Minimum Building Setbacks
			Staff Analysis	**Minimum Required Setbacks:** Front: 15' Side: greater of 1' for every 3' in building height, or 5' (11' 6" required based on building height) Rear: 15' Lot Lines created by Townhouse Sublots: 0' **Proposed:** Front: 15' Side: 11' 6" Side: 11' 6" Rear: 15' Sublot line: Townhomes are detached
☒	☐	☐	16.02.020.D.2	Building Height
			Staff Analysis	**Maximum Permitted Building Height:** 35'

				Proposed: 34′ 6″
☒	☐	☐	16. 04.020.C.12.i.2	**Driveway Width**
			Staff Analysis	**Required:** Minimum: The unobstructed, all-weather surface of a private driveway shall not be less than 12 feet. Maximum: The unobstructed, all-weather surface of a private driveway shall not be greater than 35 percent of the linear footage of any street frontage or 30 feet, whichever is less, unless otherwise approved by the City Engineer. **Proposed:** The driveway for Unit A is 19.25′ and the driveway for Unit B is 12.94′. This makes both driveways compliant, as the larger driveway for unit A is 34.9% of the street frontage.
☒	☐	☐	16.04.050.E	**Parking Spaces**
			Staff Analysis	**Required:** Multi-Family Dwelling Unit in Residential Districts: 1 parking space for units 0 to 2,000 sf 2 parking spaces for units 2,001 sf and above **Proposed:** Unit A and Unit B both exceed 2,001 sf. Unit A has a two-car garage and Unit B has a one-car garage with one driveway parking space.
☒	☐	☐	16.04.090	**Dark Skies**
			Staff Analysis	**Proposed:** All proposed lighting is 2700 Kelvin, fully shielded, and there is no light trespass across property lines.