CITY OF KETCHUM, IDAHO
CITY COUNCIL
Thursday, July 09, 2026, 5:30 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 Council 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:

- Join us via Zoom *(please mute your device until called upon)*
  Join the Webinar: https://ketchumidaho-org.zoom.us/j/822 8614 6000
  Webinar ID:822 8614 6000

- Address the Council in person at City Hall.

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

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

CALL TO ORDER: By Mayor Pete Prekeges

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

PUBLIC COMMENT:
1. In-Person/Virtual
2. Previously Submitted

COMMUNICATIONS FROM MAYOR AND COUNCILORS:

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

3. Recommendation to approve minutes of **SPECIAL MEETING** City Council/Budget Workshop, June 16, 2026 - City Clerk Trent Donat

4. Recommendation to approve minutes of City Council, June 25, 2026 - City Clerk Trent Donat
5. Recommendation to approve minutes of **SPECIAL MEETING** City Council, June 25, 2026 - City Clerk Trent Donat
6. Authorization and approval of the payroll register - Director of Finance Brent Davis
7. Authorization of disbursement of funds from the City's Treasury for the payment of bills - Director of Finance Brent Davis
8. Recommendation to approve Alcohol Beverage License Applications - Business & Tax Specialist Kelsie Choma
9. Recommendation to approve landscape agreement 27009 with Idaho Foundation for Parks and Lands – Director of Public Works Ben Whipple
10. Approval of lease agreement 27022 with the Environment Resource Center at Forest Service Park - Director of Public Works Ben Whipple
11. Recommendation to approve event street closure for Hometown Olympians & Paralympians Event - Director of Community Engagement Daniel Hansen

PUBLIC HEARING:

12. Recommendation to review and approve Townhouse Subdivision Preliminary Plat P26-009 for the Chalets at Warms Springs and adopt draft Findings of Fact, Conclusions of Law, and Decision - Associate Planner Genoa Beiser
13. Recommendation to review and approve the Condominium Subdivision Preliminary Plat for the 300 E River Street Condominiums, as conditioned, and adopt the Findings of Fact - Planner Morgan Landers
14. Recommendation to consolidate the second and third readings by title only and approve Ordinance 1276, amendment to section 16.03.020.F of the Land Development Code to add "Cultural Facility" as a conditional use in the Light Industrial No. 2 Zone District - Associate Planner Paige Nied
15. Recommendation to conduct first, second and third reading by title only and approve Ordinance 1280 - Municipal Water Conservation Regulations - Director of Public Works Ben Whipple

NEW BUSINESS:

16. Recommendation to appoint Josh Stanek as City Attorney – Mayor Pete Prekeges
17. Discussion regarding ARCH project at 180 Leadville: City partnership & FAR Exceedance Amendment (140 West 2nd Street) – Housing Policy & Program Strategist Rian Rooney
18. Briefing regarding preparedness for 2026 wildfire season - Ketchum Fire District Chief Jack Neiman-Kimel

ADJOURNMENT:

Dawn Hofheimer

From: Sue Soller <sue@ssaconsulting.com>
Sent: Thursday, June 25, 2026 6:15 PM
To: Participate
Subject: Support for conditional use of cultural facility in LI2

Dear Members of the Ketchum City Council,

I am writing to support the proposed text amendment allowing a cultural facility as a conditional use within the Light Industrial 2 (LI2) District.

Cultural facilities are vital to our community and provide much needed space for gathering and learning. Because this would be a conditional use, the City retains full review of any proposal to ensure it is a good fit for the district. Sun Valley Museum of Art is a valued cultural hub in the Wood River Valley, providing access to art and arts education for our community, and I support allowing for a cultural facility conditional use in the LI2.

They produce so many valuable opportunities for the community to participate in the arts and provide performance and exhibit opportunities for local artists. This keeps Ketchum engaged in the arts in such a meaningful way, especially for a town of it's size!

Sincerely,

Susan Soller
Limelight Condominiums, Warm Springs Road Owner

Sue

Sue Soller
SSA Consulting, Inc.
Andrew Clapham & Assoc., LLC
Project and Construction Management
3200 Alki Avenue SW, #401
Seattle, WA 98116
ph 206.612.3960

Dawn Hofheimer

From: Louise Wilson Noyes <lwn208@gmail.com>
Sent: Saturday, June 27, 2026 2:39 PM
To: Participate
Subject: SV Museum of Art

Follow Up Flag: Follow up
Flag Status: Flagged

To the Ketchum City Council,
I support the proposed text amendment allowing a cultural facility as a conditional use within the Light Industrial 2 (LI2) District.

The Sun Valley Museum of Art is an exceptional pillar of our community, providing opportunities for culture and education to everyone. I have been a member since 1996 and would love to see them expand into this new space. Please approve this L12 amendment.

Thank you,
--
Louise Wilson Noyes
LWN208@gmail.com

Dawn Hofheimer

From: James Hungelmann <jim.hungelmann@gmail.com>
Sent: Saturday, June 27, 2026 12:16 PM
To: Peter Prekeges; Tripp Hutchinson; Matthew McGraw; Participate; Randy Hall; Spencer Cordovano
Subject: Public Submission: Ketchum Should Exit the Affordable Housing Business: Support Workers, Not Housing Bureaucracies.
Attachments: Ketchum_Exit_Affordable_Housing_June_2026.pdf

Dear Mayor and Council Members,

I respectfully submit this document for your consideration and request that it be included in the public record for the next regular City Council meeting.

The essay acknowledges the legitimate workforce housing challenges facing Ketchum while offering an alternative policy perspective regarding the City's present role in affordable housing development and administration. It argues that municipal resources may be more effectively directed toward broader worker-support initiatives, transportation improvements, and other measures that assist a larger segment of the local workforce.

The purpose of this submission is to contribute constructively to the ongoing public discussion concerning housing policy and the long-term allocation of municipal resources.

Thank you for your consideration and for your service to the community.

Regards,

James Hungelmann

Ketchum Should Exit the Affordable Housing Business:

Support Workers, Not Housing Bureaucracies

June 2026

The Problem Is Real — But the Current Approach Is Not Working

No one seriously disputes that Ketchum faces workforce housing challenges. Teachers, police officers, firefighters, restaurant employees, healthcare workers, retail workers, and tradesmen all help make this community function.

The question is not whether a problem exists; rather, it is whether the City of Ketchum is the appropriate institution to solve it through an ever-expanding affordable housing bureaucracy.

Increasingly, the evidence suggests that the answer is no.

Ketchum should begin gradually reducing its direct involvement in affordable housing programs and instead redirect public resources toward direct worker support, regional transportation, and cost-of-living assistance that benefits a far broader segment of the workforce.

Housing Is a Specialized and Complex Business

Housing development, finance, and long-term property management are highly specialized disciplines. They require expertise in real estate economics, land acquisition, financing, construction, risk management, and asset management.

Municipal governments, however well intentioned, are not typically designed to function as real estate developers, landlords, or housing investment firms.

This is not a criticism of individual elected officials or staff. Most public servants are dedicated and conscientious. But housing development is extraordinarily difficult, and municipalities across the country often struggle to perform it efficiently.

Government programs are funded through taxes, fees, grants, and dedicated revenue streams. The market disciplines that force efficiency in the private sector are typically weaker or absent altogether.

Affordable housing programs create substantial administrative complexity. These programs require applications, income verification, eligibility standards, deed restrictions, resale formulas, compliance monitoring, audits, consultants, legal review, enforcement procedures, and continuing staff oversight. Every new rule generates additional administration. Every additional program requires more personnel, more procedures, and more expense.

The City is not merely supporting housing. It is creating and maintaining a permanent administrative apparatus devoted to housing programs. Every dollar spent administering the system is a dollar not

going directly to workers. These administrative requirements create substantial overhead while simultaneously increasing the risk of inconsistency, favoritism, and regulatory disputes.

By contrast, direct worker-support programs such as transportation subsidies, commuter assistance, vanpools, and regional transit funding can often be administered with considerably less complexity and overhead.

Ketchum's Historical Performance Should Be Evaluated Honestly

Before expanding any program, the public should ask a simple question: What has been the City's historical performance?

The City has estimated that Ketchum will require roughly 660 to 980 additional housing units over the next decade. The Housing Action Plan established a goal of creating or preserving approximately 660 homes by 2032. Yet City reports indicate that only a fraction of those units have been produced or preserved thus far.

At the same time, the City continues to devote substantial financial and administrative resources to these efforts, raising legitimate questions about cost-effectiveness and institutional capacity. The disparity between stated goals and actual production warrants a careful reassessment of both strategy and institutional capacity.

Good intentions are not enough. Results matter. Public policy should be evaluated by outcomes, not intentions alone. By the City's own measures, current production remains well below projected need, suggesting that existing municipal programs have not materially altered housing markets at the scale originally envisioned.

If a private company spent years attempting to solve a problem, consumed substantial resources, expanded administrative programs, and still fell well short of its objectives, investors would demand a serious performance review before providing additional funding. Public programs should be subject to no less scrutiny.

How many units have actually been produced? What has been the cost per unit? How much money has gone to administration? Have these programs materially improved affordability? Those metrics should be reported annually through a standardized public performance dashboard so taxpayers can evaluate program effectiveness.

Until those questions are answered through an independent performance audit, expanding existing programs risks producing more of the same disappointing results.

Critics correctly note that resort markets often fail to produce sufficient workforce housing without some form of public intervention. That concern deserves serious consideration, and some limited public role may remain appropriate. Yet good intentions cannot become a substitute for measurable success. Programs that repeatedly fail to achieve broad affordability should be reevaluated, not automatically expanded.

The Workforce Is Regional

The Wood River Valley already functions as a regional economy.

Many people who work in Ketchum live in Hailey, Bellevue, Carey, Shoshone, Twin Falls, and elsewhere. That reality is unlikely to change, nor should it necessarily be viewed as a failure.

Regional labor markets are common throughout the United States. Many successful metropolitan and resort economies rely upon daily commuting patterns extending well beyond municipal boundaries.

The public purpose should be to make it feasible for people to work in Ketchum and participate in the regional economy—not to guarantee every employee a Ketchum address.

Ketchum should embrace this reality rather than attempting to reshape it.

Scarce Land Should Be Used Strategically

Ketchum is geographically constrained. Buildable land within the city is limited, and parcels located in or near the downtown core are among the community's most valuable assets.

Every decision to dedicate prime land to a particular use necessarily forecloses alternative uses. Economists call this opportunity cost.

Before subsidizing or reserving scarce property for affordable housing, the City should ask whether it is being put to its highest and best public use—economically, fiscally, and socially. Prime locations within the city core may sometimes produce greater community benefit through commercial activity, mixed-use development, public amenities, or other uses that strengthen the tax base and support the broader economy.

In a resort community with limited land, policymakers should be cautious about allocating scarce, high-value parcels in ways that may not maximize overall community benefit, particularly when such policies produce relatively few housing units at substantial public expense while sacrificing alternative economic opportunities.

A Better Alternative: Support Workers Directly

Rather than continuing to expand municipal housing programs, Ketchum should redirect housing revenues toward direct worker support.

Potential initiatives include expanded regional public transportation, additional support for Mountain Rides, employee commuter subsidies, vanpool programs, park-and-ride facilities, winter commuting assistance, childcare support, and direct workforce grants.

These approaches could assist hundreds of workers at a fraction of the cost of constructing, subsidizing, or managing housing units.

Such programs would also avoid the difficult and often divisive process of determining who receives scarce subsidized housing and who does not.

Worker support should follow workers—not housing units.

A prosperous resort community depends upon economic diversity. Ketchum requires workers at every income level, but it also depends upon visitors, entrepreneurs, retirees, business owners, investors, and residents whose economic activity supports local commerce and generates much of the tax revenue upon which the City relies.

The proper role of government is to foster a prosperous, accessible, and economically vibrant regional economy that benefits everyone.

Conclusion

Ketchum does not need to become a housing developer. Nor does it need to become a landlord, a real estate investment company, or a permanent housing bureaucracy.

To date, the City's efforts have not demonstrated an ability to produce broad affordability at the scale originally envisioned, and simply expanding existing programs is unlikely to produce dramatically different results without substantial reassessment.

The City should recognize its institutional limitations, focus on its core governmental responsibilities, and redirect more resources toward direct worker support, transportation, and regional mobility.

Ketchum does not need to house everyone who works here.

It does, however, need to support the people who make this community work.

Respectfully,

James Hungelmann
The White Room LLC

Dawn Hofheimer

From: James Hungelmann <jim.hungelmann@gmail.com>
Sent: Saturday, June 27, 2026 11:37 AM
To: Peter Prekeges; Tripp Hutchinson; Matthew McGraw; Randy Hall; Spencer Cordovano; Participate
Subject: Fwd: Public Submission: The Sheriff's Constitutional Oath
Attachments: The_Sheriff's_Oath_June_2026.pdf

Dear Mayor and City Council Members,

Attached please find a copy of an opinion essay entitled, "The Sheriff's Constitutional Oath: Technology May Change, but the Oath Does Not" for inclusion in the public record of your next meeting.

This essay was submitted today to the Blaine County Commissioners and Sheriff Ballis for consideration and inclusion in the public record. Because the issues discussed involve constitutional governance, emerging surveillance technologies, transparency, and democratic accountability in local law enforcement, I am providing this copy for your information and consideration as well.

Respectfully submitted,

James Hungelmann
The White Room LLC

---------- Forwarded message ---------
De: **James Hungelmann** <jim.hungelmann@gmail.com>
Date: sáb, 27 jun 2026 a las 11:32
Subject: Public Submission: The Sheriff's Constitutional Oath
To: <commissioners@co.blaine.id.us>, <sheriff@co.blaine.id.us>, <mdavis@co.blaine.id.us>, <lmollineaux@co.blaine.id.us>, Angenie McCleary <amccleary@co.blaine.id.us>

Dear County Commissioners and Sheriff Ballis,

Attached please find an opinion essay entitled, "The Sheriff's Constitutional Oath: Technology May Change, but the Oath Does Not" that is hereby submitted for consideration and inclusion in the public record of the next Commissioners' meeting.

The essay offers observations concerning constitutional governance, emerging surveillance technologies, transparency, and democratic accountability in local law enforcement. It is respectfully submitted in the spirit of constructive civic engagement and ongoing public discussion.

Recent public discussions concerning surveillance technologies and interagency cooperation suggest that these issues are of legitimate interest to citizens throughout Blaine County. Because these questions affect both county and municipal governments, I am submitting copies by separate email to the various city councils within Blaine County for their information and consideration.

Respectfully submitted,

James Hungelmann

The Sheriff's Constitutional Oath:

Technology May Change, but the Oath Does Not

June 2026

The office of sheriff occupies a unique place in American constitutional government. Unlike many public officials, the sheriff is directly elected by the people and sworn not merely to enforce laws, but to support and defend the Constitution of the United States and the Constitution of the State of Idaho.

That distinction matters.

As law-enforcement agencies across the nation acquire increasingly sophisticated technologies—automated license plate readers, networked cameras, drones, data-sharing platforms, predictive analytics, and AI-assisted databases—communities must ask a fundamental question: What is the proper constitutional role of the sheriff in an age of expanding surveillance capabilities?

Regardless of how impressive modern technology may be, and regardless of how often Americans are told that we must keep pace with emerging threats or foreign competitors, the first duty of government is not technological competition. It is constitutional fidelity.

This country was not founded as a laboratory for domestic surveillance. It was founded as a constitutional republic built upon liberty, limited government, and the protection of individual rights. The existence of a technological capability does not, by itself, create either the moral or constitutional authority to employ it.

Technology may change. Threats may change. Public fears may change.

The sheriff's oath does not.

To protect the Constitution does not merely mean enforcing criminal statutes. It also means protecting the structure of liberty itself—due process, privacy, freedom of speech, freedom of association, property rights, and the presumption that citizens are free people rather than subjects to be continuously cataloged, tracked, analyzed, or quietly entered into government databases.

Law enforcement should certainly understand emerging technologies. Public officials should know what tools exist, how they operate, what benefits they may provide, and what risks they may present. But awareness is not synonymous with adoption.

The higher duty is to ensure that governmental power remains subordinate to constitutional principles.

Modern law enforcement increasingly operates within a broader homeland-security and emergency-management culture that emphasizes preparedness, intelligence-sharing, technological capability, and threat response. Those functions may be necessary. But constitutional liberty cannot become merely another operational consideration. The Constitution is not a box to be checked after new powers have been acquired. It is the framework within which all governmental action must exist.

Throughout American history, many sheriffs have asserted an independent obligation to evaluate governmental action in light of constitutional limitations. The most instructive examples are not those in which sheriffs imagine themselves above the law, but those in which they insist that law enforcement itself remain subordinate to constitutional boundaries.

The proper lesson is not sheriff supremacy. It is constitutional subordination: every sheriff, every deputy, every technology, every database, every emergency measure, and every public-safety initiative must remain subordinate to the Constitution.

The concern facing communities today is not limited to one camera system, one vendor, or one sheriff's office. It involves a much larger architecture that is quietly spreading across the nation.

Individually, technologies such as license plate readers, networked cameras, drones, and shared intelligence systems may appear reasonable and useful. Taken together, however, they possess the capacity to create a permanent system capable of monitoring movement, association, political activity, religious participation, and other aspects of the ordinary private lives of citizens.

That is why these decisions should not be treated merely as purchasing decisions. They are constitutional decisions.

The danger is incremental: one camera becomes a network; one network becomes a database; one database becomes an intelligence platform; one emergency becomes a precedent; and one exception becomes a permanent program.

History suggests that once such machinery is in place, pressures to expand its use frequently grow. Systems introduced for one purpose may later be repurposed for entirely different purposes by future officials operating under different circumstances. Constitutional government therefore requires caution before such systems become permanent features of local life.

Recent experience has reminded many Americans that emergency conditions can sometimes produce governmental overreach affecting fundamental civil liberties. Whatever one's views regarding the COVID era, that period demonstrated an enduring principle: constitutional safeguards become more important during emergencies, not less important—and never to be set aside.

Public officials must be able to respond to genuine crises. But emergency authority should always be clearly defined, publicly explained, narrowly exercised, subject to meaningful review, and constrained by constitutional boundaries.

Fear and urgency are often poor substitutes for constitutional process.

Transparency is indispensable.

Citizens are entitled to know what technologies are being used, what problems they are intended to solve, what information is collected, who may access that information, how long it is retained, and what safeguards exist to prevent misuse.

These are not anti-police questions. They are constitutional questions.

The recent public town hall addressing both immigration-related concerns and Flock camera technology demonstrates that these issues are matters of legitimate public concern in Blaine County. Citizens are interested not merely in whether such systems are effective, but in how they operate, who may access collected information, and what safeguards exist to protect constitutional rights. Such inquiry should not be viewed as opposition to law enforcement. It is the ordinary functioning of self-government.

Public confidence cannot rest solely upon official assurances. Trust is strengthened when governmental power is accompanied by transparency, written policies, public participation, independent review, and meaningful accountability.

Because sheriffs are independently elected constitutional officers, ordinary political oversight is often limited. That independence serves important purposes, including insulating criminal investigations from improper influence. But independence does not eliminate the need for public scrutiny, written policies, meaningful civilian oversight, and robust public participation when surveillance technologies and interagency systems are proposed.

Ultimately, this issue is not about any particular officeholder or any specific technology. It is about whether local communities remain capable of protecting themselves from governmental systems that are powerful, opaque, and easily expanded.

For many citizens, the Sheriff's Office represents the last local line of defense against the unchecked growth of governmental power. The sheriff should not become merely the local operator of increasingly sophisticated surveillance systems. He should be the local official most willing to ask whether the technology belongs here at all, and what safeguards are necessary to protect innocent citizens if it does.

The American constitutional system was never intended to depend upon blind trust in public officials. It was designed upon the assumption that power itself requires limits, transparency, and accountability.

Responsible citizens should not be asked to place blind trust in any official, present or future, who possesses the ability to monitor innocent movement without strict limitations, transparency, and accountability.

The issue is not whether one trusts the current sheriff. The issue is whether any sheriff should exercise such authority without clear rules, public reporting, independent oversight, and enforceable consequences for misuse.

The American answer to authoritarianism is not to become a more efficient version of it.

The American answer is to remain America: constitutional, transparent, accountable, and jealous of liberty.

And so we ask the Blaine County Commissioners to discontinue funding for the Flock camera program and to refrain from appropriating any additional taxpayer funds for automated license-plate surveillance. The constitutional duty of local government is not merely to adopt every available technology, but to preserve liberty while providing public safety. Many citizens believe that permanent automated surveillance networks exceed what a free people should accept in ordinary civic life.

Technology may change.

The oath does not.

James Hungelmann
The White Room LLC

Dawn Hofheimer

From: Elise orban <eliseorban@comcast.net>
Sent: Saturday, June 27, 2026 6:02 AM
To: Participate
Subject: LOT Tax

Follow Up Flag: Follow up
Flag Status: Flagged

Stop taxing locals! Let us see where are taxes are going!
Elise Orban

“Go out in the world and do good”

Celebrating Liberty? Not Without First Reckoning

As Idaho and the nation commemorate the 250th anniversary of the American founding, leaders, dignitaries, and policy experts are gathering in Sun Valley to discuss liberty, self-government, and the American experiment.

One of the featured speakers is Governor Brad Little. The conference is being held at the Argyros Performing Arts Center in Ketchum.

For many Idahoans, particularly in the Wood River Valley, those facts are not merely ironic. They are deeply troubling.

Can institutions and public officials that led, participated in, promoted, or acquiesced in the unprecedented restrictions of the COVID era credibly celebrate American liberty without first confronting what occurred?

Many Idahoans believe the answer is a resounding no.

This is not simply a debate about COVID. It is a constitutional question.

At the 250-year mark of American history, this should be a moment of heightened constitutional awareness, not constitutional forgetfulness.

Instead, during COVID, many Americans witnessed what they regard as one of the most sweeping restrictions of constitutional liberty in modern American history, carried out not by foreign enemies, but by domestic institutions and public officials entrusted with protecting those very liberties.

The American system was designed precisely for times of fear and crisis. The Founders understood that emergencies create enormous pressure for citizens to surrender liberty in exchange for promises of safety. For that reason, constitutional government requires due process, transparency, evidence, public debate, and meaningful limitations on governmental power.

During the COVID period, many of those safeguards appeared to vanish almost overnight.

Executive orders proliferated. Businesses closed. Churches suspended services. Schools shut down. Citizens were excluded from public buildings and private establishments. Employees faced mask requirements, testing requirements, and, in many cases, vaccine requirements as conditions of employment or participation. Children were denied playgrounds, normal interaction with friends, visits with grandparents, and even the ordinary human comfort of hugs and family closeness.

Vaccination campaigns followed. Although Governor Little stated that vaccination should remain voluntary and opposed formal vaccine mandates in some settings, he nevertheless became one of Idaho's leading public advocates for mass vaccination, repeatedly assuring Idahoans that vaccination was safe, effective, and the appropriate course of action.

Critics argue that these assurances relied heavily upon guidance from federal public-health authorities, including the CDC and NIH, institutions whose recommendations remain the subject of continuing public debate.

Many citizens complied not because they freely consented, but because they trusted Governor Little and other authorities, feared consequences, or believed they had no practical alternative.

Citizens who questioned prevailing policies were often marginalized, ridiculed, excluded, or portrayed as threats to public safety rather than participants in legitimate democratic debate.

Beginning in the spring of 2020, Governor Little was repeatedly cautioned by citizens, attorneys, physicians, and others that the emergency response raised profound constitutional concerns.

Governor Little became the public face of Idaho's response, repeatedly extending emergency declarations and exercising enormous influence over the state's pandemic response during a period many Idahoans experienced as fearful, divisive, and deeply disruptive. While he did not personally impose every restriction adopted by employers, schools, hospitals, municipalities, and private businesses, authority does not require a signed order to shape conduct. Governors possess the bully pulpit, and their repeated endorsements of emergency measures, public-health guidance, and vaccination inevitably influence institutions and individual decisions throughout society.

Many critics also challenge the duration of Idaho's COVID emergency itself. Governor Little repeatedly renewed emergency declarations for nearly two years. Critics argue that such successive extensions strained the intent of Idaho's emergency statutes and the constitutional principle of separation of powers.

The result was a society in which many Idahoans experienced exclusion from employment, commerce, worship, education, cultural life, and civic participation—and, for many, the loss of countless ordinary joys, relationships, and experiences that make life worth living.

For many in the Wood River Valley, the venue itself carries symbolic weight. The Argyros was not experienced merely as a neutral cultural space during the COVID period. Citizens remember stringent policies involving masking and other measures for employees and patrons, including proof-of-vaccination requirements for employees, with little apparent consideration for objections grounded in bodily autonomy and civil liberties.

To many, this and other prominent institutions became part of a local regime characterized by masking mandates, vaccination pressure, exclusion, and institutional conformity.

For citizens who experienced that period as coercive and humiliating—particularly those who now regret decisions they felt pressured to make for themselves or their children—hosting a liberty conference at such a venue appears tone-deaf and, for some, an aggravation of what they regard as profound injuries inflicted during the COVID era.

Recent claims and disclosures concerning Anthony Fauci, gain-of-function research, and possible laboratory origins of COVID may deserve investigation. But to many, they must also be regarded

skeptically: as another possible means of controlling the narrative, preserving falsehoods, and avoiding true accountability for the punitive measures imposed during the COVID era.

The restrictions experienced by ordinary citizens were not imposed by Washington alone. They were implemented by governors, mayors, school boards, employers, hospitals, courts, cultural institutions, and local officials.

Perhaps most troubling was the perceived failure of institutional gatekeepers.

Medicine, law, the judiciary, and the press occupy special places in American society. Physicians are entrusted with informed consent and patient autonomy. Lawyers swear to support the Constitution and defend the rule of law. Courts exist to require evidence, protect rights, and test governmental power. Journalists are expected to question power rather than amplify it.

It is especially important to examine the role of the judiciary during the COVID era. Rather than requiring strict constitutional scrutiny, courts often accepted official factual assertions without ordinary evidentiary testing. In effect, they treated contested facts as settled without proof through testimony, discovery, or cross-examination. In Idaho, courts ordered masking for participants, burdening courtroom communication, public access, and free expression, while further embedding in the public mind official narratives carrying significant consequences that had never been properly tested.

Moreover, critics argue that too much of organized medicine aligned itself with centralized public-health authority at the expense of open scientific debate and informed consent.

They also contend that the public conversation became overwhelmingly medicalized and pharmaceuticalized. Virtually no attention was devoted to strengthening and protecting general health and human resilience through nutrition, exercise, movement, adequate sunlight, deep breathing, stress reduction, emotional well-being, and other long-recognized foundations of health. This exclusion carried particular significance in communities such as the Wood River Valley, where many citizens earn their livelihoods helping others build and maintain health through holistic, integrative, functional, naturopathic, preventive, and lifestyle-based approaches.

Likewise, remarkably few members of the legal profession aggressively challenged unprecedented restrictions on constitutional liberty. Many citizens were left to wonder: if fundamental rights are not vigorously defended during periods of crisis, what is the purpose of legal training and the profession itself?

Further, much of the press worked more to reinforce official narratives than to investigate competing perspectives. Dissenting scientific, legal, and constitutional perspectives were often marginalized or ignored.

Whatever history's final judgment may be, many citizens emerged from the COVID period believing that some of society's most important institutions failed precisely when they were needed most.

Attorney General Raúl Labrador has spoken publicly about the COVID era as a period in which liberty was severely curtailed. But if that is so, Idahoans are entitled to ask: where is the official

reckoning? Where are the hearings, investigations, and reforms addressing institutional conduct and constitutional safeguards?

When constitutional liberties have been significantly curtailed, a genuine reckoning must occur at every level of government and civil society. The conduct of governors, mayors, city council members, school boards, employers, hospitals, courts, media institutions, and other entities that implemented, enforced, justified, or normalized restrictive measures must be subjected to honest public examination.

Unless there is meaningful accountability, we risk repeating many of the same mistakes during future emergencies.

The next time officials arrive with emergency orders, the answer must not be blind obedience.

It must be constitutional resistance.

Not violence. Not chaos. But a clear, lawful, public insistence that fundamental rights cannot be suspended indefinitely by emergency decree.

Future crises, whatever form they may take, must meet the Constitution at the door.

Until the difficult questions raised by the COVID era are honestly confronted, celebrations of liberty will ring hollow for many citizens.

Those rights deserve more than ceremonial applause. They deserve remembrance, vigilance, and defense—especially in times of crisis.

A genuine reckoning should not be motivated by vengeance, but by education and prevention. Future generations must better understand constitutional rights, due process, evidentiary standards, and the difference between fear, assertion, and demonstrable fact.

Liberty cannot be authentically celebrated until its restriction has first been honestly examined.

James Hungelmann

The White Room LLC

June 2026

CITY OF KETCHUM
***Special Meeting * MINUTES OF THE CITY COUNCIL**
Tuesday, June 16, 2026
191 5th Street West, Ketchum, ID

CALL TO ORDER: *(00:00:14 in video)*
Mayor Pete Prekeges called the Ketchum City Council meeting to order at 9:02 a.m.

ROLL CALL CITY COUNCIL:
Matthew McGraw
Randy Hall (remote)
Tripp Hutchinson
Spencer Cordovano

ALSO PRESENT:
Amy DeGennaro—Administrative Specialist
Andrew Mentzer—Blaine County Sustainability Consultant (remote)
Ben Whipple—Director of Public Works
Brent Davis—Director of Finance
Daniel Hansen—Director of Community Engagement
Eve Preucil-Cord—Blaine County Sustainability Coordinator
Jade Riley—City Administrator
Kelsie Choma—Business and Tax Specialist
Kirk Flannigan—Blaine County Administrator
Lucas King—Finance Manager
Rian Rooney—Housing Policy & Program Strategist (remote)
Wally Morgus—Executive Director, Mountain Rides (remote)

PUBLIC COMMENT

- Public comment opened (*00:00:59 in video)*
- Public comment closed (*00:01:12 in video)*

COMMUNICATIONS FROM MAYOR AND COUNCILORS:
Comments by the Mayor and Council (*00:01:17 in video)*

NEW BUSINESS:
3. FY2027 Budget Workshop

- Presented by: Jade Riley and Brent Davis (*00:01:29 in video)*
- Comments and questions by the Council and staff (*00:58:11 in video)*
- Brent Davis and Jade Riley continued presentation (*01:15:44 in video)*
- Public comment opened (*01:27:31 in video)*
- Public comment closed (*01:27:36 in video)*
- Comments and questions by the Council and staff (*01:27:37 in video)*
- Brent Davis and Jade Riley continued presentation (*01:38:08 in video)*
- Comments and questions by the Council and staff (*01:45:57 in video)*
- Brent Davis and Jade Riley continued presentation (*02:12:45 in video)*
- Presentation by Eve Preucil -Cord (*02:18:01 in video)*

- Comments and questions by the Council and staff (*02:28:29 in video)*
- Brent Davis and Jade Riley continued presentation (*02:34:44 in video)*
- Comments and questions by the Council and staff (*02:41:50 in video)*
- Brent Davis and Jade Riley continued presentation (*02:42:06 in video)*
- Comments and questions by the Council and staff (*02:50:14 in video)*
- Brent Davis and Jade Riley continued presentation (*03:03:08 in video)*
- Comments and questions by the Council and staff (*03:32:52 in video)*
- Brent Davis and Jade Riley continued presentation (*03:32:58 in video)*
- Comments, questions, and feedback from the Council (*03:36:48 in video)*

Item #4 was deferred to the next council meeting (*03:40:31 in video)*

Motion to adopt the proposed budget as presented and move to the Budget Hearing Process (*03:43:24 in video)*
MOVER: Spencer Cordovano
SECONDER: Mathew McGraw
AYES: Spencer Cordovano, Matthew McGraw, Tripp Hutchinson, Randy Hall
RESULT: Motion Passes

EXECUTIVE SESSION
17. Idaho Code 74-206(1)(a)(f): To consider hiring a public officer, employee, staff member, or individual agent, and to communicate with legal counsel for the public agency to discuss the legal ramifications of and legal options for pending litigation, or controversies not yet being litigated but are imminently likely to be litigated.

Motion to go into Executive Session, Idaho Code 74-206(1)(a)(f): To consider hiring a public officer, employee, staff member, or individual agent, and to communicate with legal counsel for the public agency to discuss the legal ramifications of and legal options for pending litigation, or controversies not yet being litigated but are imminently likely to be litigated. (*03:47:04 in video)*
MOVER: Matthew McGraw
SECONDER: Spencer Cordovano
AYES: Matthew McGraw, Spencer Cordovano, Tripp Hutchinson, Randy Hall
RESULT: Motion Passes

No formal action taken in Executive Session (*03:47:06 in video)*

Motion to adjourn. *(03:47:52 in video)*
MOVER: Matthew McGraw
SECONDER: Tripp Hutchinson
AYES: Matthew McGraw, Tripp Hutchinson, Spencer Cordovano, Randy Hall
RESULT: Adjourned

_____
Pete Prekeges, Mayor

ATTEST:

_____
Trent Donat, City Clerk

CITY OF KETCHUM
MINUTES OF THE CITY COUNCIL
Thursday, June 25, 2026
191 5th Street West, Ketchum, ID

CALL TO ORDER: *(00:00:19 in video)*
Mayor Pete Prekeges called the Ketchum City Council meeting to order at 5:36 p.m.

ROLL CALL CITY COUNCIL:
Matthew McGraw
Randy Hall (remote)
Tripp Hutchinson
Spencer Cordovano

ALSO PRESENT:
Allison Kennedy—Senior Planner
Ben Whipple—Public Works Director
Brent Davis—Director of Finance
Daniel Hansen—Director of Community Engagement
Jade Riley—City Administrator (remote)
Jennifer Wells Green—Executive Director, SVMA
Joan Swift—President of the Board, SVMA
Matt Johnson—City Legal Counsel (remote)
Paige Nied—Associate Planner
Rian Rooney—Housing Policy & Program Strategist (remote)
Robin Mattison—City Engineer (remote)
Trent Donat—City Clerk and Business Manager

PUBLIC COMMENT
- Public comment opened (*00:01:14 in video)*
    - Scott Levy (*00:02:52 in video)*
- Public comment closed (*00:04:12 in video)*

COMMUNICATIONS FROM MAYOR AND COUNCILORS:
Comments by the Mayor and Council (*00:04:13 in video)*

CONSENT AGENDA:
Comments and discussion by Council and staff (*00:13:30 in video)*
Item #10 was pulled by Matthew McGraw for recusal (*00:13:36 in video)*

#10. Recommendation to alter council hearing date for Sawtooth Serenade appeal (*00:14:04 in video)*
Comments and questions by the Council and staff (*00:14:05 in video)*

Motion to approve Consent Agenda Item #10 (*00:14:50 in video)*
MOVER: Spencer Cordovano
SECONDER: Tripp Hutchinson
AYES: Spencer Cordovano, Tripp Hutchinson, Randy Hall
RECUSED: Matthew McGraw

RESULT: Motion Passes

Motion to approve Consent Agenda Items #3, 4, 5, 6, 7, 8, 9 and 11 (*00:15:08 in video)*
MOVER: Spencer Cordovano
SECONDER: Tripp Hutchinson
AYES: Tripp Hutchinson, Matthew McGraw, Spencer Cordovano, Randy Hall
RESULT: Motion Passes

PUBLIC HEARING:
12. Recommendation to conduct the first, second, and third reading of Ordinance 1276, amendment to section 16.03.020.F of the Land Development Code to add "Cultural Facility" as a conditional use in the Light Industrial No. 2 Zone District

- Presented by: Paige Nied (*00:15:27 in video)*
- Comments and questions by the Council and staff (*00:21:37 in video)*
- Presentation by applicants Jennifer Wells Green and Joan Swift (*00:29:45 in video)*
- Comments and questions by the Council and applicants (*00:39:07 in video)*
- Public comment opened (*00:41:56 in video)*
    - Mary Jones (*00:42:33 in video)*
    - Susan Desko (*00:43:28 in video)*
- Public comment closed (*00:47:32 in video)*
- Comments and questions by the Council and staff (*00:47:34 in video)*

Motion to approve the first reading of Ordinance 1276 and read by title only (*01:02:28 in video)*
MOVER: Spencer Cordovano
SECONDER: Matthew McGraw
AYES: Matthew McGraw, Randy Hall, Tripp Hutchinson, Spencer Cordovano
RESULT: Motion Passes

Trent Donat read Ordinance 1276 by title only (*01:03:22 in video)*

13. Recommendation to hold second and third reading of Ordinance 1277; repealing and replacing Title 5-Chapter 5.09 (Short-term rental regulations)

- Presented by: Jade Riley (*01:05:11 in video)*
- Public comment opened (*01:06:08 in video)*
- Public comment closed *(01:06:20 in video)*
- Comments and questions by the Council and staff (*01:06:23 in video)*

Motion to conduct the second and third reading of Ordinance 1277 by title only (*01:12:44 in video)*
MOVER: Tripp Hutchinson
SECONDER: Matthew McGraw
AYES: Tripp Hutchinson, Matthew McGraw, Spencer Cordovano, Randy Hall
RESULT: Motion Passes

Trent Donat read the second and third reading of Ordinance 1277 by title only (*01:13:20 in video)*

Motion to approve Ordinance 1277 (*01:13:57 in video)*
MOVER: Tripp Hutchinson
SECONDER: Spencer Cordovano

AYES: Tripp Hutchinson, Spencer Cordovano, Matthew McGraw, Randy Hall
RESULT: Motion Passes

NEW BUSINESS:

14. Continuation of briefing regarding Floor Area Ratio (FAR) Exceedance program from May 29th Council Meeting

- Presented by: Rian Rooney (*01:14:35 in video)*
- Comments and questions by the Council and staff (*01:29:30 in video)*
- Rian Rooney continued presentation (*01:31:43 in video)*
- Comments and questions by the Council and staff (*01:33:10 in video)*
- Rian Rooney continued presentation (*01:35:01 in video)*
- Comments and questions by the Council and staff (*01:36:30 in video)*
- Rian Rooney continued presentation (*01:47:04 in video)*
- Comments and questions by the Council and staff (*01:49:15 in video)*
- Public comment opened (*02:21:43 in video)*
    - Annie Corrock (*02:22:05 in video)*
    - Heidi Schernthanner—remote (*02:31:42 in video)*
- Public comment closed (02:32:08 in video)
- Comments and questions by the Council and staff (*02:32:11 in video)*

15. November reauthorization vote for Original Local Option Tax

- Presented by: Brent Davis and Jade Riley (*02:36:44 in video)*
- Comments and questions by the Council and staff (*02:41:16 in video)*
- Public comment opened (*03:02:42 in video)*
    - Annie Corrock (*03:03:09 in video)*
    - Ned Burns—remote (*03:12:21 in video)*
- Public comment closed (*03:14:50 in video)*
- Comments and questions by the Council and staff *(03:14:55 in video)*

16. Briefing regarding water conservation education plan

- Presented by: Ben Whipple (*03:15:07 in video)*
- Comments and questions by the Council and staff (*03:16:45 in video)*
- Public comment opened (*03:25:00 in video)*
- Public comment closed (*03:25:13 in video)*

Motion to enact Stage One Water Conservation Restriction Guidelines immediately, and to begin the related education campaign (*03:25:14 in video)*
MOVER: Matthew McGraw
SECONDER: Tripp Hutchinson
AYES: Matthew McGraw, Tripp Hutchinson, Spencer Cordovano
RESULT: Motion Passes

Randy Hall left the meeting (*03:25:31 in video)*

EXECUTIVE SESSION:

17. Idaho Code 74-206(1)(a)- To consider hiring a public officer, employee, staff member, or individual agent, wherein the respective qualities of individuals are to be evaluated to fill a particular vacancy and to acquire an interest in real property not owned by a public agency.

Motion to move into Executive Session pursuant to Idaho Code 74-206(1)(a) to acquire an interest in real property not owned by a public agency (*03:25:53 in video)*
MOVER: Spencer Cordovano
SECONDER: Matthew McGraw
AYES: Matthew McGraw, Spencer Cordovano, Tripp Hutchinson
RESULT: Motion Passes

No formal action taken in Executive Session (*03:26:23 in video)*

Motion to adjourn. *(03:26:32 in video)*
MOVER: Tripp Hutchinson
SECONDER: Spencer Cordovano
AYES: Matthew McGraw, Tripp Hutchinson, Spencer Cordovano
RESULT: Adjourned

_____
Pete Prekeges, Mayor

ATTEST:

_____
Trent Donat, City Clerk

CITY OF KETCHUM
***Special Meeting* MINUTES OF THE CITY COUNCIL**
Thursday, June 25, 2026
191 5th Street West, Ketchum, ID

CALL TO ORDER: *(00:00:10 in video)*
Mayor Pete Prekeges called the Ketchum City Council meeting to order at 4:49 p.m.

ROLL CALL CITY COUNCIL:
Matthew McGraw
Randy Hall (remote)
Tripp Hutchinson
Spencer Cordovano

ALSO PRESENT:
Jade Riley- City Administrator
Trent Donat- City Clerk and Business Manager

EXECUTIVE SESSION:
1. Idaho Code 74-206(1)(a)(c)- To consider hiring a public officer, employee, staff member, or individual agent, wherein the respective qualities of individuals are to be evaluated in order to fill a particular vacancy and to acquire an interest in real property not owned by a public agency.

Motion to move into Executive Session pursuant to Idaho Code 74-206(1)(a)(c)- To consider hiring a public officer, employee, staff member, or individual agent, wherein the respective qualities of individuals are to be evaluated in order to fill a particular vacancy and to acquire an interest in real property not owned by a public agency *(00:00:41 in video)*
MOVER: Spencer Cordovano
SECONDER: Tripp Hutchinson
AYES: Spencer Cordovano, Tripp Hutchinson, Matthew McGraw, Randy Hall
RESULT: Motion Passes

No formal action was taken in Executive Session (*00:01:31 in video)*

Motion to adjourn. *(00:01:40 in video)*
MOVER: Spencer Cordovano
SECONDER: Matthew McGraw
AYES: Matthew McGraw, Tripp Hutchinson, Spencer Cordovano, Randy Hall
RESULT: Adjourned

_____
Pete Prekeges, Mayor

ATTEST:

_____

Trent Donat, City Clerk

Report Criteria:
Invoices with totals above $0 included.
Paid and unpaid invoices included.
[Report].GL Account Number = "0110000000"-"9700000000","9910000000"-"9911810000"
Invoice Detail.Voided = No,Yes

Vendor Name	Invoice Number	Description	Net Invoice Amount	Purchase Order Number	GL Activity Number
GENERAL FUND					
01-3200-2140 RIGHT-OF-WAY PERMITS					
Newlan, Megan	042926	Permit Application Refund - Not in Ketchum Jurisdiction	600.00		0
01-3700-3600 REFUNDS & REIMBURSEMENTS					
DEPARTMENT OF THE TREASUR	CP171	IRS Reconciliation	94,131.23		0
Total :			94,731.23		
ADMINISTRATIVE SERVICES					
01-4150-3100 OFFICE SUPPLIES & POSTAGE					
Gem State Paper & Supply	1163260	Trash liners, wipes, cups, tissue, and soap	367.52		0
01-4150-4200 PROFESSIONAL SERVICES					
Enourato, Lisa	130	Miscellaneous Administrative Services	3,740.00	26082	0
Background Investigation Bureau, LL	INV-100270	Background check subscription	168.00		0
01-4150-4900 PERSONNEL TRAINING/TRAVEL/MTG					
WEAVER, SARA	062326	Solstice Event Meal Reimbursement	25.00		0
01-4150-4902 TRAINNG/TRVL/MTG-CITY ADM/ASST					
RILEY, JADE	062426	AIC / RCC Breakout Meeting Travel Reimbursement	302.85		0
01-4150-5200 UTILITIES					
Idaho Power	2203990334 06	2203990334 131 E River St Fst Svc Pk	59.75		0
Idaho Power	2206570869 06	2206570869 171 E River St	15.80		0
Idaho Power	2224128120 06	2224128120 191 W 5TH ST	954.77		0
Idaho Power	2260077785 06	2260077785 180 E 1st St Whse	144.95		0
Total ADMINISTRATIVE SERVICES:			5,778.64		
CITY CLERK					

Vendor Name	Invoice Number	Description	Net Invoice Amount	Purchase Order Number	GL Activity Number
01-4152-5110 COMPUTER NETWORK					
CDW Government, Inc	AJ8WZ8D	Dell slim soundbars, Pro 27 QHD monitors, and Dell laptops	18,227.97		0
Miicor Consulting, Inc	17270	1-Year Barracuda Email Protection	12,529.00		0
Total CITY CLERK:			30,756.97		
COMMUNITY ENGAGEMENT					
01-4154-5150 COMMUNICATIONS					
BluePrinting	21629	LOT Pop-Up Meeting	576.00		0
01-4154-6500 CONTRACTS FOR SERVICES					
FD Ventures	2026-11	Six month Contract for Community Engagement/Event Support	6,866.67	26140	0
Total COMMUNITY ENGAGEMENT:			7,442.67		
FINANCE					
01-4156-4900 PERSONNEL TRAINING/TRAVEL/MTG					
DAVIS, BRENT	062726	GFOA Conference Per Diem	483.20		0
Ching, Carly	052826	Reimbursement for Mileage for McCall Consulting	153.70		0
Total FINANCE:			636.90		
LEGAL					
01-4160-4200 PROFESSIONAL SERVICES					
White Peterson Law Firm	174302	Legal services	17,500.00		0
Total LEGAL:			17,500.00		
PLANNING & BUILDING					
01-4170-4200 PROFESSIONAL SERVICES					
Goebel Partners, LLC	1037	Code Development	17,049.60		0
Goebel Partners, LLC	1058	Professional services for Task 3 Draft New Unified Development Code	24,601.25		0
01-4170-4400 ADVERTISING & LEGAL PUBLICATIO					
Copy Center LLC	4274	Public notice postcards and postage for various city projects	785.29		0

Vendor Name	Invoice Number	Description	Net Invoice Amount	Purchase Order Number	GL Activity Number
Total PLANNING & BUILDING:			42,436.14		
NON-DEPARTMENTAL					
01-4193-4220 IT PROFESSIONAL SERVICES					
Ketchum Computers, Inc.	21723	Monthly IT	11,142.00		0
01-4193-9930 GENERAL FUND OP. CONTINGENCY					
McGraw, Matthew	00548309	PARKSIDE ROOF REPAIR REIMBURSEMENT #2	2,606.89		0
Lupton, John	062426	Travel Reimbursement - Applicant Interview	873.21		0
Total NON-DEPARTMENTAL:			14,622.10		
FACILITY MAINTENANCE					
01-4194-4200 PROFESSIONAL SERVICES					
Rainmaker Landscaping & Sprinkler	1865	Sprinkler repair and wire locator services	320.00		0
Rain for Rent	2285647	Pump and adapter rental services	1,733.76		0
Fall Summit, LLC	INV00118	Asphalt Materials	2,369.00		0
01-4194-4220 PROF SERV-CITY BEAUTIFICATION					
THE AVILA CO LLC	1148	Gondola wrap film and installation services	5,723.93		0
01-4194-5200 UTILITIES					
Clear Creek Disposal	0001916017	Portable Restroom Rent and Service for Skate Park	193.25		0
Clear Creek Disposal	0001916018	Waste removal and portable restroom services	343.33		0
Clear Creek Disposal	0001916019	Waste removal and portable restroom services for Rotary Park	150.08		0
Clear Creek Disposal	0001916021	Portable restroom rental and service	383.00		0
Clear Creek Disposal	0001922458	Forest Service Park Garbage	108.19		0
Idaho Power	2201272487 06	2201272487 480 E 4TH ST REST	45.36		0
Idaho Power	2203313446 06	2203313446 900 N 3rd Ave Rest	26.34		0
Idaho Power	2203538992 06	2203538992 480 E 4th St Event	82.62		0
Idaho Power	2206452274 06	2206452274 571 5TH St Sprk	26.44		0
Idaho Power	2206452274 06	2206452274 900 N 3rd Ave Pmp	200.41		0
Idaho Power	2208579470 06	2208579470 215 Lewis St Compactor	118.69		0
Idaho Power	2208794558 06	2208794558 505 N Main St EV Charger	101.98		0
Idaho Power	2209233309 06	2209233309 200 N Lopey Ln	392.64		0
01-4194-5300 CUSTODIAL & CLEANING SERVICES					
Western Building Maintenance, Inc	0153390-IN	Monthly Janitorial Services	4,637.43		0

Vendor Name	Invoice Number	Description	Net Invoice Amount	Purchase Order Number	GL Activity Number
01-4194-5900 REPAIR & MAINTENANCE-BUILDINGS					
Sentinel Fire & Security, Inc	125039	Monitoring services for Ore Wagon Museum	89.61		0
Sentinel Fire & Security, Inc	125175	Monitoring services for Historical Park Buildings	114.00		0
01-4194-5910 REPAIR & MAINT-491 SV ROAD					
Clear Creek Disposal	0001916022	Monthly waste removal and recycling services	954.51		0
Idaho Power	2202522062 06	2202522062 491 E Sun Valley Rd Vist Cntr	537.68		0
Sentinel Fire & Security, Inc	125369	Quarterly monitoring services	80.34		0
01-4194-5950 REPAIR & MAINT-WARM SPRINGS PR					
Clear Creek Disposal	0001916020	Waste removal, portable restroom and liquid waste services for Dog Park	1,061.51		0
Clear Creek Land Co. LLC	0000054972	Monthly Mobile Storage Rent	24.90		0
Grainger, Inc., W.W.	9955788998	Safety fence	683.74		0
Pipeco, Inc.	S6432076.001	Irrigation supplies	362.81		0
Pipeco, Inc.	S6432081.001	PVC plug	1.50		0
Silver Creek Supply	0027721778-00	Swing Joint	319.60		0
Rain for Rent	2285221	Pump and Adapter Rental	2,224.05		0
01-4194-6950 MAINTENANCE					
A.C. Houston Lumber Co	2606-521486	Muriatic acid	12.99		0
A.C. Houston Lumber Co	2606-523392	Vinegar	14.99		0
A.C. Houston Lumber Co	2606-523729	Wood lath	49.00		0
A.C. Houston Lumber Co	2606-524278	Fasteners	10.20		0
A.C. Houston Lumber Co	2606-524524	Caution tape, carbide reciprocating saw blades	53.98		0
Atkinsons' Market	01892929	LaCroix and ice - Summer Solstice	36.01		0
CEM Aquatics	25344	Stenner Pump and BECSys Platinum Band	979.25		0
Chateau Drug Center	3183826	Ace utility glove	13.29		0
Chateau Drug Center	3186474	Supply line	9.49		0
MOSS GARDEN CENTER	246489	Garden supplies	43.94		0
Napa Auto Parts	263482	Adapter trailer wire	13.55		0
Pipeco, Inc.	S6428958.001	Barb adapters	13.69		0
Pipeco, Inc.	S6445385.001	Irrigation supplies	45.20		0
Total FACILITY MAINTENANCE:			24,706.28		
POLICE					
01-4210-4200 PROFESSIONAL SERVICES					
Easy Towing LLC	497	Towing and relocation services for five vehicles	625.00		0

Vendor Name	Invoice Number	Description	Net Invoice Amount	Purchase Order Number	GL Activity Number
Total POLICE:			625.00		
STREET					
01-4310-3200 OPERATING SUPPLIES					
Atkinsons' Market	01892010	Bakery items- Chip Seal Week	23.75		4310035
Atkinsons' Market	03263928	Bakery items- Chip Seal Week	46.28		4310035
Atkinsons' Market	05095299	Summer Solstice crew snacks	28.37		4310035
D & B Supply	781	Workwear	373.85		4310047
Fastenal Company	IDJER119449	Safety glasses and protective equipment	64.54		4310044
Napa Auto Parts	263804	Disposable gloves	25.50		4310044
Napa Auto Parts	673556	Return Credit	21.60-		4310044
Treasure Valley Coffee Inc	2160:11506796	Coffee	125.00		4310047
01-4310-3500 MOTOR FUELS & LUBRICANTS					
Valley Wide Cooperative	U2511025	Dyed diesel #2	2,006.53		4310044
01-4310-4200 PROFESSIONAL SERVICES					
Background Investigation Bureau, LL	INV-100878	Background check subscription	19.45		0
01-4310-5200 UTILITIES					
Idaho Power	2204882910 06	2204882910 200 E 10th	616.38		4310047
01-4310-6100 REPAIR & MAINT--MACHINERY & EQ					
Metroquip, Inc	P38614	Sweeper Parts	2,237.94		4310044
Napa Auto Parts	263497	Z hose end fitting and hose end	92.96		4310044
Napa Auto Parts	263912	Repair Item	117.37		4310044
Commercial Tire	09-168194	Tire replacement for gooseneck trailer	519.42		4310044
01-4310-6910 OTHER PURCHASED SERVICES					
Cintas	4264560655	Rental and cleaning of floor mats and coveralls	19.07		4310047
Cintas	4265364232	Rental and cleaning of floor mats and coveralls	19.07		4310047
Cintas	4266086107	Rental and cleaning of floor mats and coveralls	19.07		4310047
Cintas	4266819618	Rental and cleaning of floor mats and coveralls	19.07		4310047
Cintas	4267599359	Rental and cleaning of floor mats and coveralls	19.07		4310047
Cintas	4268324304	Rental and cleaning of floor mats and coveralls	19.07		4310047
Cintas	4269098536	Rental and cleaning of floor mats and coveralls	19.07		4310047
Cintas	4269870229	Rental and cleaning of floor mats and coveralls	19.07		4310047
Cintas	4272885609	Rental and cleaning of floor mats and coveralls	19.63		4310047
Cintas	4273631901	Rental and cleaning of floor mats and coveralls	19.63		4310047

Vendor Name	Invoice Number	Description	Net Invoice Amount	Purchase Order Number	GL Activity Number
Cintas	5342433703	First aid cabinet service and safety supplies	61.50		4310047
Sentinel Fire & Security, Inc	125040	Quarterly fire alarm monitoring for Maintenance Building	105.06		4310047
Sentinel Fire & Security, Inc	125142	AES fire alarm monitoring services	105.06		4310047
FIRST AMERICAN EQUIPMENT F	00530206	Property tax reimbursement	231.12		0
01-4310-6920 SIGNS & SIGNALIZATION					
Econo Signs LLC	10-1003594	Custom sign: No parking turn around only	137.70		4310040
01-4310-6930 STREET LIGHTING					
Idaho Power	2200749261 06	2200749261 Street lighting	435.85		4310050
Idaho Power	2201013857 06	2201013857 160 W 6th St Light	31.77		4310050
Idaho Power	2201174667 06	2201174667 6th St & Main Lights	1.92		4310050
Idaho Power	2202627564 06	2202627564 411 N Main St Light	27.30		4310050
Idaho Power	2203855230 06	2203855230 291 N WALNUT AVE E SV LGT C	58.20		4310050
Idaho Power	2204535385 06	2204535385 420 E 4th St Light	50.72		4310050
Idaho Power	2204882910 06	2204882910 Various Street lights	579.01		4310050
Idaho Power	2205963446 06	2205963446 421 N Leadville Ave Light	31.27		4310050
Idaho Power	2206773224 06	2206773224 600 E 2nd St Lite	28.67		4310050
Idaho Power	2207487501 06	2207487501 560 N 1st Ave Lites	27.60		4310050
Idaho Power	2208316659 06	2208316659 391 N 1st Ave Lites	29.73		4310050
Idaho Power	2208791562 06	2208791562 1st St & Main Lights & Signal	37.27		4310050
Idaho Power	2209078647 06	2209078647 Sun Valley Rd & Main St Lights	43.42		4310050
Idaho Power	2224304721 06	2224304721 111 S Leadville Ave	162.88		4310050
01-4310-6950 MAINTENANCE & IMPROVEMENTS					
A.C. Houston Lumber Co	2606-518650	Spray Paint	131.88		4310035
A.C. Houston Lumber Co	2606-520307	Roofing felt	40.32		4310035
A.C. Houston Lumber Co	2606-521914	Spray paint	65.94		4310035
Idaho Traffic Safety Inc	198108	2026 Paint Striping	60,742.97	26106	0
TRAFFIC SAFETY SUPPLY CO., I	INV092175	Safepace EV11 Solar Radar Sign	4,817.73		4310040
Walker Sand and Gravel	1636308	Imported clean fill	115.10		4310033
Idaho Materials & Construction	6872521	Asphalt Materials	1,453.48		4310036
Total STREET:			76,021.03		
RECREATION					
01-4510-3200 OPERATING SUPPLIES					
A.C. Houston Lumber Co	2606-521954	Lime, wood stakes	48.05		0
A.C. Houston Lumber Co	2606-524740	Cutoff discs	38.94		0
A.C. Houston Lumber Co	2606-525282	Sandpaper, paint brushes, paint roller frame	20.68		0

Vendor Name	Invoice Number	Description	Net Invoice Amount	Purchase Order Number	GL Activity Number
Chateau Drug Center	3180961	Sanding sponges, Flex Seal, dry erase markers, misc, and key rings	66.47		0
Chateau Drug Center	3180973	Universal flapper	15.19		0
Chateau Drug Center	3183932	Aux adapter, flapper, and flex seal return	18.04		0
Chateau Drug Center	3185045	Sockets and Adapter	20.68		0
Chateau Drug Center	3185375	Toilet Flapper	12.34		0
Color Haus, Inc.	FVM8K	4th of July Float	36.52		0
01-4510-3250 RECREATION SUPPLIES					
Atkinsons' Market	06954255	Baking supplies	34.69		0
01-4510-4200 PROFESSIONAL SERVICE					
Environmental Resource Center	146	Science After School programs	980.00		0
01-4510-5200 UTILITIES					
Idaho Power	2206452274 06	2206452274 900 N 3rd Ave Rec	259.06		0
01-4510-6100 REPAIR & MAINT--MACHINERY & EQ					
Color Haus, Inc.	GAGAX	Paint and supplies	367.12		0
Total RECREATION:			1,917.78		
Total GENERAL FUND:			317,174.74		
WAGON DAYS FUND					
WAGON DAYS EXPENDITURES					
02-4530-4400 ADVERTISING & LEGAL PUBLICATIO					
WOOD RIVER WEEKLY	2524	Kids Camps Special advertisement.	925.00		0
Total WAGON DAYS EXPENDITURES:			925.00		
Total WAGON DAYS FUND:			925.00		
GENERAL CAPITAL IMPROVEMENT FD					
03-3400-7220 FIRE & RESCUE IMPACT FEES					
Parker, Robert	061826	Refund of Fire Development Impact Fees	2,092.00		0
Luxury Homes of Idaho	061826	Refund of Fire Development Impact Fees	2,092.00		0

Vendor Name	Invoice Number	Description	Net Invoice Amount	Purchase Order Number	GL Activity Number
Total :			4,184.00		
GENERAL CIP EXPENDITURES					
03-4193-7110 DOWNTOWN CORE SIDEWALK (P)					
Enourato, Lisa	130	Downtown Core Sidewalk Project Support	1,827.50	26038	0
EVANS PLUMBING INC	177589	Snowmelt Giacobbi Square	2,934.71		711008
Lunceford Excavation, Inc.	19501	Miscellaneous Sidewalk	19,145.24	26161	711009
LANDSCAPE FORMS, LLC	0000249665	Street lights	40,680.00	26150	711006
LANDSCAPE FORMS, LLC	0000249820	Street lights	72,840.00	26150	711006
03-4193-7611 PAVEMENT MANAGEMENT PROG (P)					
Enourato, Lisa	130	Pavement Management Program Support	106.25	26040	0
Total GENERAL CIP EXPENDITURES:			137,533.70		
FACILITY MAINT CIP EXPENDITURE					
03-4194-7135 FOREST SRV PARK RENOVATION					
VIEWPOINT, INC.	D1_101513VP	Doors and Windows at Forest Service Park	21,127.28		0
03-4194-7136 HYPERBOREAN CONDO RENOVATION					
Peak Venture Group LLC	1097.1	Renovation of Hyperborean Condos - INCREASE	3,000.00	25171	0
03-4194-7156 ORE WAGON R&M					
Enourato, Lisa	130	Ore Wagon R&M Project Support	42.50	26041	0
03-4194-7161 VISITOR CENTER BUIDLING R&M					
Enourato, Lisa	130	Visitor Center R&M Project Support	127.50	26042	0
03-4194-7162 TOWN SQUARE REMODEL PHASE I					
Enourato, Lisa	130	Town Square Remodel Project Support	255.00	26039	0
Total FACILITY MAINT CIP EXPENDITURE:			24,552.28		
Total GENERAL CAPITAL IMPROVEMENT FD:			166,269.98		
ORIGINAL LOT FUND					
ORIGINAL LOT TAX					

Vendor Name	Invoice Number	Description	Net Invoice Amount	Purchase Order Number	GL Activity Number
22-4910-6060 EVENTS/PROMOTIONS					
Chateau Drug Center	3181137	Screwdriver	6.64		491038
Clear Creek Disposal	0001916016	Portable restroom delivery, rental and service	428.40		491005
Color Haus, Inc.	FLX8G	4th of July Float	240.67		491038
ESPINOZA ASSOCIATES FLOORI	NEF1098	Carpet Remnant- Ketchum Alive	432.00		491005
JAMPOKE, LLC	062426	Ketch'em Alive 2025 - Music Performance remaining amount	1,635.00		491005
Perry, Ethan J	062426	Ketch'em Alive Remaining amount	2,340.00		491005
Rockwood Booking LLC	062426	Ketch'em Alive Remaining amount	2,362.50		491005
Luster, Sean	042026.1	Ketch'em Alive Vendor remaining amount	1,545.00		491005
22-4910-6070 SVED					
Sun Valley Economic Development	1757	Public Sector - Quarterly Contract for Service	3,750.00		0
Total ORIGINAL LOT TAX:			12,740.21		
Total ORIGINAL LOT FUND:			12,740.21		
COMMUNITY HOUSING					
COMMUNITY HOUSING EXPENSE					
54-4410-4200 PROFESSIONAL SERVICES					
AGNEW BECK CONSULTING INC	20847	Professional consulting services for 2025 RFP process	702.50		0
Highfill, Jacklyn	062426	Spanish Classes - Reimbursement	160.00		0
54-4410-4250 LIFT TOWER LODGE PROFF SVCS					
Office Bright Inc	2354	Monthly Cleaning	140.00		0
Sprague Pest Solutions	6233023	Monthly exterior rodent control and preventive pest treatment service	96.25		0
Sprague Pest Solutions	6233024	Monthly pest control	137.50		0
54-4410-4260 EVERGREEN PROF SVCS					
EVANS PLUMBING INC	177559	Plumbing repair at unit 1	711.10		0
54-4410-4270 291 N 2ND PROF SVCS					
Alpine Castle Lake	INV01-M	291 Insurance Policy	6,875.00		0
Hyperborean Building One	06232026	Reserve Amount for 291 HOA	2,827.00		0
54-4410-5200 LIFT TOWER LODGE UTILITIES					
Clear Creek Disposal	0001916015	Monthly service and rent	552.44		0
Idaho Power	2208260063 06	2208260063 703 S MAIN ST	235.63		0

Vendor Name	Invoice Number	Description	Net Invoice Amount	Purchase Order Number	GL Activity Number
Idaho Power	2226910376 06	2226910376 702 S MAIN ST	456.20		0
54-4410-5210 291 N 2ND AVE UTILITIES					
Clear Creek Disposal	0001923761	Hyperborean Garbage	324.58		0
Idaho Power	2227900418 06	2227900418 291 N 2nd Ave	106.36		0
54-4410-5215 EVERGREEN UTILITIES					
Clear Creek Disposal	0001916023	Garbage and Recycling	223.31		0
Idaho Power	2228126898 06	2228126898 141 Bird Dr Utl	247.43		0
54-4410-5900 LIFT TOWER LDG REPAIR & MAINT					
A.C. Houston Lumber Co	2605-509882	Return Lumber Credit	34.37-		0
Sherwin-Williams Co	4202017575062	Paint	30.72		0
Blackwood Builders	042226	Window Installation at Lift Tower	900.00		0
Total COMMUNITY HOUSING EXPENSE:			14,691.65		
Total COMMUNITY HOUSING:			14,691.65		
WATER FUND					
WATER EXPENDITURES					
63-4340-3200 OPERATING SUPPLIES					
A.C. Houston Lumber Co	2606-520858	Painters coveralls, Safety chemical goggles	25.98		0
Chateau Drug Center	3181443	Air filter	6.64		0
Silver Creek Supply	0027709858-00	Irrigation supplies	504.58		0
63-4340-3250 LABORATORY/ANALYSIS					
Magic Valley Labs, Inc.	38881	Drinking water bacteria testing and cooler return services	185.00		0
63-4340-4200 PROFESSIONAL SERVICES					
Leonard Petroleum Equipment	142390	2026 DEQ Compliance Tests	3,445.50		0
Spronk Water Engineers Inc	WRV03-33	Engineering Services	1,634.38		0
63-4340-5100 TELEPHONE & COMMUNICATIONS					
Century Link	333465565 060	333465565 Monthly charges	144.84		0
Sentinel Fire & Security, Inc	124949	Monitoring services for Water & Sewer Admin and Water Building	76.48		0
Verizon Wireless	6146014685	Monthly Wireless	117.39		0
63-4340-5200 UTILITIES					
Idaho Power	2202458903 06	2202458903 110 River Ranch Rd Optc	635.88		0

Vendor Name	Invoice Number	Description	Net Invoice Amount	Purchase Order Number	GL Activity Number
Idaho Power	2203658592 06	2203658592 Wells and Boosters	14,436.30		0
Idaho Power	2206786259 06	2206786259 110 River Ranch Rd Admn	58.69		0
63-4340-6100 REPAIR & MAINT-MACH & EQUIP					
A.C. Houston Lumber Co	2606-522866	Hex bolts, Hex nuts	142.35		0
Lunceford Excavation, Inc.	19539	Pinewood Water Leak	4,184.18		0
Lunceford Excavation, Inc.	19560	Transport, excavate, fix, backfill, and clean up for water leak at 125 Graduate including equipment, parts, labor, and materials	8,152.16		0
Total WATER EXPENDITURES:			33,750.35		
Total WATER FUND:			33,750.35		
WATER CAPITAL IMPROVEMENT FUND					
WATER CIP EXPENDITURES					
64-4340-7812 OPS BUILDING ADDITION DESIGN					
RLB ARCHITECTURE	112522	Ops Building Addition Design	16,851.25	26125	0
64-4340-7813 NORTHWOOD WELL ROOF ADDITION					
Sherwin-Williams Co	3248117713062	Paint and supplies for shop	311.22		0
Total WATER CIP EXPENDITURES:			17,162.47		
Total WATER CAPITAL IMPROVEMENT FUND:			17,162.47		
WASTEWATER FUND					
WASTEWATER EXPENDITURES					
65-4350-3200 OPERATING SUPPLIES					
Atkinsons' Market	02106773	Fish food	2.65		0
Atkinsons' Market	03257077	Staff Going Away Party	45.47		0
Chateau Drug Center	3185743	Mouse traps	8.52		0
Roberts Electric	15625	8 prn socket materials	74.58		0
65-4350-3400 MINOR EQUIPMENT					
Platt Electric Supply	7K51654	Electrical Items	268.44		0
65-4350-3800 CHEMICALS					
Thatcher Company, Inc	2026100108274	ALUMINUM SULFATE	11,142.33	26085	0

Vendor Name	Invoice Number	Description	Net Invoice Amount	Purchase Order Number	GL Activity Number
65-4350-4200 PROFESSIONAL SERVICES					
Banyan Technology Inc	21509	Remote support, troubleshooting, and programming for aeration system	4,353.75		0
65-4350-5100 TELEPHONE & COMMUNICATIONS					
Sentinel Fire & Security, Inc	124949	Monitoring services for Water & Sewer Admin and Water Building	25.49		0
65-4350-5200 UTILITIES					
Idaho Power	2202158701 06	2202158701 110 River Ranch Rd SWR	13,507.64		0
Idaho Power	2202703357 06	2202703357 1001 Chief Joseph Ct Wy Equ Ctr	46.16		0
65-4350-6100 REPAIR & MAINT-MACH & EQUIP					
Grainger, Inc., W.W.	9954783693	Float switch	91.18		0
65-4350-6900 COLLECTION SYSTEM SERVICES/CHA					
Chateau Drug Center	3184455	USB flash drive	56.96		0
Integrity Inspection Solutions	34007292	Collection System Repairs	27,975.00	26153	0
Total WASTEWATER EXPENDITURES:			57,598.17		
Total WASTEWATER FUND:			57,598.17		
WASTEWATER CAPITAL IMPROVE FND					
WASTEWATER CIP EXPENDITURES					
67-4350-7821 AERATION BASIN UPGRADE					
Integrity Inspection Solutions	33723897	Aeration Basin 1 & 2 Cleaning	75,800.00	26154	0
Total WASTEWATER CIP EXPENDITURES:			75,800.00		
Total WASTEWATER CAPITAL IMPROVE FND:			75,800.00		
POLICE TRUST FUND					
POLICE TRUST EXPENDITURES					
90-4900-4200 PROFESSIONAL SERVICES					
Lexipol LLC	INVLEX11269	Annual Contract	10,034.00		0
90-4900-6910 OTHER PURCHASED SERVICES					
Blaine County Clerk/Recorder	062526	K9 & K9 Equipment	25,000.00		0

Vendor Name	Invoice Number	Description	Net Invoice Amount	Purchase Order Number	GL Activity Number
CDW Government, Inc	AJ8829T	Dell CTO Pro R5-8600G computers	10,565.38		0
Total POLICE TRUST EXPENDITURES:			45,599.38		
Total POLICE TRUST FUND:			45,599.38		
PARKS/REC DEV TRUST FUND					
PARKS/REC TRUST EXPENDITURES					
93-4900-7700 WATCH ME GROW GARDEN					
Webb Landscaping	K-IN-215537	Diatomaceous Earth and Lady bugs	27.79		0
93-4900-7950 WARM SPRINGS PRESR-RESTORATION					
Enourato, Lisa	130	Warm Springs Preserve Restoration - Project Support	2,443.75	26044	0
Walsworth Furnishings	062526	WSP Benches	7,500.00	26111	0
Total PARKS/REC TRUST EXPENDITURES:			9,971.54		
Total PARKS/REC DEV TRUST FUND:			9,971.54		
Grand Totals:			751,683.49		

Report Criteria:
Invoices with totals above $0 included.
Paid and unpaid invoices included.
[Report].GL Account Number = "0110000000"-"9700000000","9910000000"-"9911810000"
Invoice Detail.Voided = No,Yes

City of Ketchum

CITY COUNCIL MEETING AGENDA MEMO

Meeting Date:	7/9/26	Staff Member/Dept:	Kelsie Choma – Finance

Agenda Item: Recommendation to Approve Alcohol Beverage Licenses

Recommended Motion:

I move to approve the Alcohol Beverage License Applications for the applicants included in the staff report.

Reasons for Recommendation:

- Ketchum Municipal Code requires certain licenses to sell liquor, beer or wine.
- The attached applications are for the period of September 1, 2026 – August 31, 2027.
- Council approval is requested to complete the process of issuing such beer, wine and liquor licenses, including renewals.

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

Pursuant to Municipal Code 5.04.020, Alcoholic Beverage Sales, it is unlawful for any individual or business to sell liquor, beer, or wine at retail or by-the-drink within the City without first obtaining the appropriate licenses as required under Ordinance 367. All City-issued liquor, beer, and wine licenses expire annually and must be renewed by September 1.

The businesses listed below have applied to sell beer, wine, and liquor. (Wine is included within the liquor license fee.)

The businesses have submitted the required applications, and Council approval is requested to finalize the issuance of the applicable beer, wine, and liquor license, including renewals.

Sustainability Impact:

None

Financial Impact:

Revenue:	The City will realize a revenue of $3,790 from approval of these licenses in accordance with the current fee structure.

Attachments:

1. Table of License
2. Beer, Wine & Liquor-by-the-Drink License Application

Company	Beer Consumed on Premises	Beer Not to be Consumed on Premises	Wine Consumed on Premises	Wine Not to be Consumed on Premises	Liquor (includes wine fees)
American Legion	X				X
Atkinsons' Market		X		X	
Limelight Hotel	X				X
River Run Lodge	X	X			X
Village Market		X		X	
Warm Springs Lodge	X	X			X

City of Ketchum

Beer, Wine & Liquor-by-the Drink License Application

Submit completed application by e-mail and fees by check or cash to the City Clerk Office, PO Box 2315, 191 W. 5th St, Ketchum, ID 83340. If renewing, you may pay online at xpressbillpay.com. For questions, please e-mail finance@ketchumidaho.org or call (208) 726-3841.

APPLICANT INFORMATION	
Applicant Name: American Legion Post 115	Doing Business As:
Physical Address where license will be displayed: 220 Cottonwood Street, Ketchum, ID 83340	
Mailing Address: PO Box 625, Ketchum, ID 83340	
Recorded Owner of Property: DAVID KETCHUM POST #115	
Applicant Phone Number: 208 726 2200	Applicant Email: capt.bolton@gmail.com
STATE LICENSE NO: 36826 (copy required)	COUNTY LICENSE NO: (copy required)
Corporation: X Partnership: Individual: If Applicant is a Partnership or Corporation, is the corporation authorized to do business in Idaho? Yes ■ No	List names and addresses of corporation officers and/or partners: Harry Bolton and Ed Simon, PO Box 625, Ketchum, ID 83340 Charles McNary, 274 Indian Creek Road, Hailey, ID 83333 Wayne M. Murray, 25 Spring View Court, Hailey, ID 83333 David Briggs, PO Box 1933, Ketchum, ID 83340

	BEER LICENSE FEES	
X	Draft or Bottled or Canned Beer to be consumed on premises	$200.00
	Bottled or Canned Beer NOT to be consumed on premises	$ 50.00
	WINE LICENSE FEES	
	Wine, to be consumed on premises	$200.00
	Wine, NOT to be consumed on premises	$200.00
	LIQUOR LICENSE FEES	
X	Liquor by the Drink (Note: Liquor fee includes wine)	$560.00
	Total Fees Due	$760.00

ADDITIONAL INFORMATION

Has the applicant, any partners of the applicant, any member of the applying partnership, the active manager of the applying partnership or any officer of the applying corporation been convicted of a violation of any law of the State of Idaho, or any other state, or of the United States regulating, governing, or prohibiting the sale of alcoholic beverages or intoxication liquor, and has any one of them within the last three years forfeited or suffered the forfeiture of a bond for his/her appearance to answer charges of any such violation? Yes ☐ No ■

Has the applicant or any partner or actual active manager or officer of the applicant been convicted of any felony within the last five years? Yes ☐ No ■

Applicant agrees to observe all City ordinances, laws and conditions imposed. Applicant agrees to defend, hold harmless and indemnify the City of Ketchum, its officers and employees from all liability claims, suits and costs arising from incidents or accidents occurring under this permit. Applicant certifies that s/he has read and examined this application and that all information contained herein is true and correct.

The undersigned hereby acknowledges and consents that the License(s) requested are subject to the provisions of the Ketchum Municipal Code, Title 5, Chapter 5.04 (amended by Ordinance 882), City of Ketchum, Idaho, Blaine County.

Edward Simon — Adjutant

Applicant Signature — Relation to Business

Edward Simon

Date

City Clerk or Deputy Signature

OFFICIAL USE ONLY		
Date Received:	License Fee Paid	License No:

To the City Council, Ketchum, Idaho;
The undersigned, a Corporation ☐ Partnership ☐ Individual ☐, does hereby make application for a license to sell during the year of September 1, _____ - August 31, _____

Approved by City of Ketchum Idaho by;

Mayor

City of Ketchum

Beer, Wine & Liquor-by-the Drink License Application

Submit completed application by e-mail and fees by check or cash to the City Clerk Office, PO Box 2315, 191 W. 5th St, Ketchum, ID 83340. If renewing, you may pay online at xpressbillpay.com. For questions, please e-mail finance@ketchumidaho.org or call (208) 726-3841.

APPLICANT INFORMATION			
Applicant Name: Atkinsons' Market, Inc		Doing Business As:	
Physical Address where license will be displayed: 451 4th Street East			
Mailing Address: PO Box 2088, Ketchum, ID 83340			
Recorded Owner of Property: Giacobbi Square LLC			
Applicant Phone Number: 208-726-5668		Applicant Email: chip@atkinsons.com	
STATE LICENSE NO: 1832 (copy required)		COUNTY LICENSE NO: 2027-015 (copy required)	
Corporation: ■ Partnership: ☐ Individual: ☐ If Applicant is a Partnership or Corporation, is the corporation authorized to do business in Idaho? Yes ■ No ☐		List names and addresses of corporation officers and/or partners: Charles R Atkinson, President Whitney J Atkinson, Secretary PO Box 2088 Ketchum, ID 83340	
BEER LICENSE FEES			
	Draft or Bottled or Canned Beer to be consumed on premises		$200.00
X	Bottled or Canned Beer NOT to be consumed on premises		$ 50.00
WINE LICENSE FEES			
	Wine, to be consumed on premises		$200.00
X	Wine, NOT to be consumed on premises		$200.00
LIQUOR LICENSE FEES			
	Liquor by the Drink (Note: Liquor fee includes wine)		$560.00
		Total Fees Due	$ 250.00

ADDITIONAL INFORMATION

Has the applicant, any partners of the applicant, any member of the applying partnership, the active manager of the applying partnership or any officer of the applying corporation been convicted of a violation of any law of the State of Idaho, or any other state, or of the United States regulating, governing, or prohibiting the sale of alcoholic beverages or intoxication liquor, and has any one of them within the last three years forfeited or suffered the forfeiture of a bond for his/her appearance to answer charges of any such violation? Yes ☐ No ■

Has the applicant or any partner or actual active manager or officer of the applicant been convicted of any felony within the last five years? Yes ☐ No ■

Applicant agrees to observe all City ordinances, laws and conditions imposed. Applicant agrees to defend, hold harmless and indemnify the City of Ketchum, its officers and employees from all liability claims, suits and costs arising from incidents or accidents occurring under this permit. Applicant certifies that s/he has read and examined this application and that all information contained herein is true and correct.

The undersigned hereby acknowledges and consents that the License(s) requested are subject to the provisions of the Ketchum Municipal Code, Title 5, Chapter 5.04 (amended by Ordinance 882), City of Ketchum, Idaho, Blaine County.

Applicant Signature

President

Relation to Business

6/22/2026

Date

City Clerk or Deputy Signature

OFFICIAL USE ONLY		
Date Received:	License Fee Paid:	License No:

To the City Council, Ketchum, Idaho;
The undersigned, a Corporation ☐ *Partnership* ☐ *Individual* ☐ *, does hereby make application for a license to sell during the year of September 1, _____ - August 31, _____*

Approved by City of Ketchum Idaho by;

Mayor

Cycle Tracking Number: 175562

Idaho State Police

Retail Alcohol Beverage License

Premises Number: 5B-6

License Year: 2027
License Number: 1832

This is to certify, that Atkinson's Market Inc

doing business as: Atkinson's Market

is licensed to sell alcoholic beverages as stated below at:
Giacobbi Square , Ketchum, Blaine County

Acceptance of a license by a retailer shall constitute knowledge of and agreement to operate by and in accordance to the Alcohol Beverage Code, Title 23. Only the licensee herein specified shall use this license.

County and city licenses are also required in order to operate.

Liquor	No	
Beer	Yes	$50.00
Wine by the bottle	Yes	$100.00
Wine by the glass	No	
Kegs to go	No	
Growlers	No	
Restaurant	Yes	$0.00
On-premises consumption	Yes	$0.00
Multipurpose arena	No	
Plaza	No	
Brewer's Retail	No	

TOTAL FEE: $150.00

Signature of Licensee, Corporate Officer, LLC Member or Partner

ATKINSON'S MARKET INC
ATKINSON'S MARKET
PO BOX 2088

KETCHUM, ID 83340
Mailing Address

License Valid: 08/01/2026 - 07/31/2027

***Expires:* 07/31/2027**

Director of Idaho State Police

2027

BLAINE COUNTY
STATE OF IDAHO

No. 2027-015

RETAIL ALCOHOL BEVERAGE LICENSE

THIS IS TO CERTIFY THAT ATKINSONS MARKET INC
doing business as ATKINSONS MARKET
at 451 4TH ST E, KETCHUM, ID 83340
a(n) CORPORATION, is licensed to sell Alcoholic Beverages as stated below, subject to the provisions of Chapters 23-903 and 23-916 Idaho Code Annotated, and the laws of the State of Idaho, Municipal Ordinances, and the regulations of the Commissioner in regard to sale of Alcoholic Beverages and the resolution passed by the Commissioners of said County, on file in the office of the Clerk of the Board at the Blaine County Courthouse, Hailey, Idaho.

State License Issue Date: 08/01/2026

Transfer Fee	
Bottled/canned beer, Consumed off premise	$25.00
Bottled/canned beer, Consumed on premise	$75.00
Draft beer, Includes draft, bottled, and/or canned	$0.00
Wine by the glass	$0.00
Wine by the bottle	$100.00
Liquor	$0.00
Total	**$200.00**

Signature of Licensee or Officer of Corporation

This license is TRANSFERABLE and EXPIRES 07/31/2027.
Witness my hand and seal

Chairman

Commissioner

Commissioner

Clerk of the Board of County Commissioners

This license must be conspicuously displayed

City of Ketchum

Beer, Wine & Liquor-by-the Drink License Application

Submit completed application by e-mail and fees by check or cash to the City Clerk Office, PO Box 2315, 191 W. 5th St, Ketchum, ID 83340. If renewing, you may pay online at xpressbillpay.com. For questions, please e-mail finance@ketchumidaho.org or call (208) 726-3841.

APPLICANT INFORMATION			
Applicant Name: Aspen Skiing Company, LLC		Doing Business As: Limelight Hotel Ketchum	
Physical Address where license will be displayed: 151 S. Main St., Ketchum, ID 83340			
Mailing Address: P.O. Box 7081, Ketchum, ID 83340			
Recorded Owner of Property: Aspen Skiing Company, LLC dba Limelight Hotel Ketchum			
Applicant Phone Number: (208) 726-0881		Applicant Email: rwhite@aspen.com	
STATE LICENSE NO: (copy required)		COUNTY LICENSE NO: (copy required)	
Corporation: ■ Partnership: ☐ Individual: ☐ If Applicant is a Partnership or Corporation, is the corporation authorized to do business in Idaho? Yes ☐ No ☐		List names and addresses of corporation officers and/or partners: Please see attached.	
BEER LICENSE FEES			
X	Draft or Bottled or Canned Beer to be consumed on premises		$200.00
	Bottled or Canned Beer NOT to be consumed on premises		$ 50.00
WINE LICENSE FEES			
	Wine, to be consumed on premises		$200.00
	Wine, NOT to be consumed on premises		$200.00
LIQUOR LICENSE FEES			
X	Liquor by the Drink (Note: Liquor fee includes wine)		$560.00
		Total Fees Due	$760.00

ADDITIONAL INFORMATION

Has the applicant, any partners of the applicant, any member of the applying partnership, the active manager of the applying partnership or any officer of the applying corporation been convicted of a violation of any law of the State of Idaho, or any other state, or of the United States regulating, governing, or prohibiting the sale of alcoholic beverages or intoxication liquor, and has any one of them within the last three years forfeited or suffered the forfeiture of a bond for his/her appearance to answer charges of any such violation? Yes ☐ No ■

Has the applicant or any partner or actual active manager or officer of the applicant been convicted of any felony within the last five years? Yes ☐ No ■

Applicant agrees to observe all City ordinances, laws and conditions imposed. Applicant agrees to defend, hold harmless and indemnify the City of Ketchum, its officers and employees from all liability claims, suits and costs arising from incidents or accidents occurring under this permit. Applicant certifies that s/he has read and examined this application and that all information contained herein is true and correct.

The undersigned hereby acknowledges and consents that the License(s) requested are subject to the provisions of the Ketchum Municipal Code, Title 5, Chapter 5.04 (amended by Ordinance 882), City of Ketchum, Idaho, Blaine County.

Denis Cote, Hotel Manager

Applicant Signature

Relation to Business

05/26/2026

Date

City Clerk or Deputy Signature

OFFICIAL USE ONLY		
Date Received:	License Fee Paid:	License No:

To the City Council, Ketchum, Idaho;
The undersigned, a Corporation ☐ Partnership ☐ Individual ☐ , does hereby make application for a license to sell during the year of September 1, _____ - August 31, _____

Approved by City of Ketchum Idaho by;

Mayor

Premises Number: 5B-20795

Rural Hotel License

Idaho State Police

Retail Alcohol Beverage License

Cycle Tracking Number: 175730
ISLD ID: 8010
License Year: 2027
License Number: 20795

This is to certify, that Aspen Skiing Company LLC

doing business as: Limelight Hotel Ketchum

is licensed to sell alcoholic beverages as stated below at:

151 S Main Street , Ketchum, Blaine County

Acceptance of a license by a retailer shall constitute knowledge of and agreement to operate by and in accordance to the Alcohol Beverage Code, Title 23. Only the licensee herein specified shall use this license.

County and city licenses are also required in order to operate.

Liquor	Yes	$300.00
Beer	Yes	$50.00
Wine by the bottle	Yes	$0.00
Wine by the glass	Yes	$0.00
Kegs to go	No	
Growlers	No	
Restaurant	Yes	$0.00
On-premises consumption	Yes	$0.00
Multipurpose arena	No	
Plaza	No	
Brewer's Retail	No	

TOTAL FEE: $350.00

ASPEN SKIING COMPANY LLC
LIMELIGHT HOTEL KETCHUM
PO BOX 7081

KETCHUM, ID 83340

Mailing Address

Valid
08/01/2026 - 07/31/2027

Expires
07/31/2027

City of Ketchum

Beer, Wine & Liquor-by-the Drink License Application

Submit completed application by e-mail and fees by check or cash to the City Clerk Office, PO Box 2315, 191 W. 5th St, Ketchum, ID 83340. If renewing, you may pay online at xpressbillpay.com. For questions, please e-mail finance@ketchumidaho.org or call (208) 726-3841.

APPLICANT INFORMATION		
Applicant Name: SunValley, LLC	Doing Business As: River Run Lodge	
Physical Address where license will be displayed: 500 River Run Plaza, Ketchum, ID 83340		
Mailing Address: P.O. Box 10 SunValley, ID 83353		
Recorded Owner of Property: SunValley, LLC		
Applicant Phone Number: 208-622-2222	Applicant Email: VSthoessler@SunValley.com	
STATE LICENSE NO: 1556 (copy required)	COUNTY LICENSE NO: 54 (copy required)	
Corporation: ☒ Partnership: ☐ Individual: ☐ If Applicant is a Partnership or Corporation, is the corporation authorized to do business in Idaho? Yes ☒ No ☐	List names and addresses of corporation officers and/or partners: See Attached	
BEER LICENSE FEES		
☒	Draft or Bottled or Canned Beer to be consumed on premises	$200.00
☒	Bottled or Canned Beer NOT to be consumed on premises	$ 50.00
WINE LICENSE FEES		
	Wine, to be consumed on premises	$200.00
	Wine, NOT to be consumed on premises	$200.00
LIQUOR LICENSE FEES		
☒	Liquor by the Drink (Note: Liquor fee includes wine)	$560.00
	Total Fees Due	$ 810

ADDITIONAL INFORMATION

Has the applicant, any partners of the applicant, any member of the applying partnership, the active manager of the applying partnership or any officer of the applying corporation been convicted of a violation of any law of the State of Idaho, or any other state, or of the United States regulating, governing, or prohibiting the sale of alcoholic beverages or intoxication liquor, and has any one of them within the last three years forfeited or suffered the forfeiture of a bond for his/her appearance to answer charges of any such violation? Yes ☐ No ☒

Has the applicant or any partner or actual active manager or officer of the applicant been convicted of any felony within the last five years? Yes ☐ No ☒

Applicant agrees to observe all City ordinances, laws and conditions imposed. Applicant agrees to defend, hold harmless and indemnify the City of Ketchum, its officers and employees from all liability claims, suits and costs arising from incidents or accidents occurring under this permit. Applicant certifies that s/he has read and examined this application and that all information contained herein is true and correct.

The undersigned hereby acknowledges and consents that the License(s) requested are subject to the provisions of the Ketchum Municipal Code, Title 5, Chapter 5.04 (amended by Ordinance 882), City of Ketchum, Idaho, Blaine County.

[signature] COO

Applicant Signature Relation to Business

5/18/2026

Date

City Clerk or Deputy Signature

OFFICIAL USE ONLY		
Date Received:	License Fee Paid:	License No:

To the City Council, Ketchum, Idaho;
The undersigned, a Corporation ☐ Partnership ☐ Individual ☐, does hereby make application for a license to sell during the year of September 1, _____ - August 31, _____

Approved by City of Ketchum Idaho by;

Mayor

Sun Valley, LLC's Officers

Name:	Tim Silva
Title:	Vice President
Address:	104 Meadowridge Rd., Sun Valley, ID 83353
Phone:	208.622.2042
Name:	Pete Sonntag
Title:	Chief Operating Officer
Address:	630 Kintail Dr., Hailey, ID 83333
Phone:	208.622.2066
Name:	Robert Gurney
Title:	General Counsel
Address:	9849 N. Willowbank Drive, Highland, UT 84003
Phone:	801-524-2965
Name:	Steven Easthope
Title:	Chief Tax Officer
Address:	1969 W. Bonneville Lane, Kaysville, UT 84037
Phone:	801-526-2874
Name:	Kate Klossner
Title:	VP Government Relations/Public Communications
Address:	7272 Pinebrook Road, Park City, UT 84098
Phone:	801-524-2767

City of Ketchum

Beer, Wine & Liquor-by-the Drink License Application

Submit completed application by e-mail and fees by check or cash to the City Clerk Office, PO Box 2315, 191 W. 5th St, Ketchum, ID 83340. If renewing, you may pay online at xpressbillpay.com. For questions, please e-mail finance@ketchumidaho.org or call (208) 726-3841.

APPLICANT INFORMATION			
Applicant Name: Buxman Enterprises, Ltd		Doing Business As: Village Market	
Physical Address where license will be displayed: 100 N. Main Ketchum, ID 83340			
Mailing Address: P.O. Box 459 Glenwood Springs, CO 81602			
Recorded Owner of Property: Sun Valley Holdings, LLC			
Applicant Phone Number: 208-725-2222		Applicant Email: village@sopris.net	
STATE LICENSE NO: 19399 (copy required)		COUNTY LICENSE NO: (copy required)	
Corporation: ■ Partnership: ☐ Individual: ☐ If Applicant is a Partnership or Corporation, is the corporation authorized to do business in Idaho? Yes ☐ No ☐		List names and addresses of corporation officers and/or partners: JOHNNY BUXMAN 904 Oxford Lane Glenwood Spgs, CO 81601 CHRSTINE FOX 302 W. Thunderbird Rd Phoenix, AZ 85023	
BEER LICENSE FEES			
	Draft or Bottled or Canned Beer to be consumed on premises		$200.00
X	Bottled or Canned Beer NOT to be consumed on premises		$ 50.00
WINE LICENSE FEES			
	Wine, to be consumed on premises		$200.00
X	Wine, NOT to be consumed on premises		$200.00
LIQUOR LICENSE FEES			
	Liquor by the Drink (Note: Liquor fee includes wine)		$560.00
		Total Fees Due	$ 250.00

ADDITIONAL INFORMATION

Has the applicant, any partners of the applicant, any member of the applying partnership, the active manager of the applying partnership or any officer of the applying corporation been convicted of a violation of any law of the State of Idaho, or any other state, or of the United States regulating, governing, or prohibiting the sale of alcoholic beverages or intoxication liquor, and has any one of them within the last three years forfeited or suffered the forfeiture of a bond for his/her appearance to answer charges of any such violation? Yes ☐ No ■

Has the applicant or any partner or actual active manager or officer of the applicant been convicted of any felony within the last five years? Yes ☐ No ■

Applicant agrees to observe all City ordinances, laws and conditions imposed. Applicant agrees to defend, hold harmless and indemnify the City of Ketchum, its officers and employees from all liability claims, suits and costs arising from incidents or accidents occurring under this permit. Applicant certifies that s/he has read and examined this application and that all information contained herein is true and correct.

The undersigned hereby acknowledges and consents that the License(s) requested are subject to the provisions of the Ketchum Municipal Code, Title 5, Chapter 5.04 (amended by Ordinance 882), City of Ketchum, Idaho, Blaine County.

President

Applicant Signature | Relation to Business

6-16-2026

Date

City Clerk or Deputy Signature

OFFICIAL USE ONLY		
Date Received:	License Fee Paid:	License No:

To the City Council, Ketchum, Idaho;
The undersigned, a Corporation ☐ Partnership ☐ Individual ☐, does hereby make application for a license to sell during the year of September 1, _____ - August 31, _____

Approved by City of Ketchum Idaho by;

Mayor

Cycle Tracking Number: 175765

Idaho State Police

Retail Alcohol Beverage License

Premises Number: 5B-19399

License Year: 2027
License Number: 19399

This is to certify, that Buxman Enterprises LTD

doing business as: Village Market

is licensed to sell alcoholic beverages as stated below at:
100 North Main St , Ketchum, Blaine County

Acceptance of a license by a retailer shall constitute knowledge of and agreement to operate by and in accordance to the Alcohol Beverage Code, Title 23. Only the licensee herein specified shall use this license.

County and city licenses are also required in order to operate.

Liquor	No	
Beer	Yes	$50.00
Wine by the bottle	Yes	$100.00
Wine by the glass	No	
Kegs to go	No	
Growlers	No	
Restaurant	No	
On-premises consumption	No	
Multipurpose arena	No	
Plaza	No	
Brewer's Retail	No	

TOTAL FEE: $150.00

Signature of Licensee, Corporate Officer, LLC Member or Partner

BUXMAN ENTERPRISES LTD
VILLAGE MARKET
PO BOX 10057

KETCHUM, ID 83340
Mailing Address

License Valid: 08/01/2026 - 07/31/2027

***Expires:* 07/31/2027**

Bill Gardner

Director of Idaho State Police

City of Ketchum

Beer, Wine & Liquor-by-the Drink License Application

Submit completed application by e-mail and fees by check or cash to the City Clerk Office, PO Box 2315, 191 W. 5th St, Ketchum, ID 83340. If renewing, you may pay online at xpressbillpay.com. For questions, please e-mail finance@ketchumidaho.org or call (208) 726-3841.

APPLICANT INFORMATION			
Applicant Name: Sun Valley, LLC		Doing Business As: Warm Springs Lodge	
Physical Address where license will be displayed: 201 Picabo Street, Ketchum, ID 83340			
Mailing Address: P.O. Box 10, Sun Valley, ID 83353			
Recorded Owner of Property: Sun Valley, LLC			
Applicant Phone Number: 208-622-2222		Applicant Email: vschoessler@sunvalley.com	
STATE LICENSE NO: 1556 (copy required)		COUNTY LICENSE NO: 54 (copy required)	
Corporation: ☒ Partnership: ☐ Individual: ☐ If Applicant is a Partnership or Corporation, is the corporation authorized to do business in Idaho? Yes ☒ No ☐		List names and addresses of corporation officers and/or partners: See Attached	
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ADDITIONAL INFORMATION

Has the applicant, any partners of the applicant, any member of the applying partnership, the active manager of the applying partnership or any officer of the applying corporation been convicted of a violation of any law of the State of Idaho, or any other state, or of the United States regulating, governing, or prohibiting the sale of alcoholic beverages or intoxication liquor, and has any one of them within the last three years forfeited or suffered the forfeiture of a bond for his/her appearance to answer charges of any such violation? Yes ☐ No ☒

Has the applicant or any partner or actual active manager or officer of the applicant been convicted of any felony within the last five years? Yes ☐ No ☒

Applicant agrees to observe all City ordinances, laws and conditions imposed. Applicant agrees to defend, hold harmless and indemnify the City of Ketchum, its officers and employees from all liability claims, suits and costs arising from incidents or accidents occurring under this permit. Applicant certifies that s/he has read and examined this application and that all information contained herein is true and correct.

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[signature] COO

Applicant Signature | Relation to Business

5/18/2026

Date

City Clerk or Deputy Signature

OFFICIAL USE ONLY		
Date Received:	License Fee Paid:	License No:

To the City Council, Ketchum, Idaho;
The undersigned, a Corporation ☐ Partnership ☐ Individual ☐, does hereby make application for a license to sell during the year of September 1, _____ - August 31, _____

Approved by City of Ketchum Idaho by;

Mayor

Sun Valley, LLC's Officers

Name:	Tim Silva
Title:	Vice President
Address:	104 Meadowridge Rd., Sun Valley, ID 83353
Phone:	208.622.2042
Name:	Pete Sonntag
Title:	Chief Operating Officer
Address:	630 Kintail Dr., Hailey, ID 83333
Phone:	208.622.2066
Name:	Robert Gurney
Title:	General Counsel
Address:	9849 N. Willowbank Drive, Highland, UT 84003
Phone:	801-524-2965
Name:	Steven Easthope
Title:	Chief Tax Officer
Address:	1969 W. Bonneville Lane, Kaysville, UT 84037
Phone:	801-526-2874
Name:	Kate Klossner
Title:	VP Government Relations/Public Communications
Address:	7272 Pinebrook Road, Park City, UT 84098
Phone:	801-524-2767

City of Ketchum

CITY COUNCIL MEETING AGENDA MEMO

Meeting Date:	July 9, 2026	Staff Member/Dept:	Ben Whipple/Administration

Agenda Item: Recommendation to approve Landscape Easement Agreement with the Idaho Foundation for Parks and Lands. The final legal description of the easement area will be added at a later date following installation of the sidewalk improvements, allowing the project engineer to accurately define the easement boundaries based on final constructed conditions.

Recommended Motion:

"I approve the Landscape Easement Agreement between the City of Ketchum and the Idaho Foundation for Parks and Lands and authorize the Mayor to execute the agreement."

Reasons for Recommendation:

- The proposed Landscape Easement Agreement will allow the City to install and maintain landscaping improvements within designated easement areas adjacent to State Highway 75, enhancing the southern gateway into Ketchum.
- Staff has worked collaboratively with GGLO, the Idaho Transportation Department, Idaho Foundation for Parks and Lands, and Sun Valley Company to develop the landscape concepts, planting plans, and future gateway improvements reflected in the agreement.
- The agreement provides a framework for ongoing coordination between the City and Idaho Parks and Lands regarding future improvements, including potential gateway signage and fencing, while preserving scenic views and public land values.
- The landscaping improvements complement the South of Town project and support City goals related to beautification, sustainability, and community identity.
- Approval of the agreement will allow the City to move forward with implementation of the approved landscaping improvements and associated maintenance obligations in future budgets.

Sustainability Impact:

None OR state impact here: The project incorporates native and adaptive plantings, enhances gateway aesthetics, and supports long-term landscape sustainability.

Financial Impact:

None OR Adequate funds exist in account:	Costs will be presented for Council approval in future budgets.

Attachments:

1. Landscape Easement Agreement #27009

LANDSCAPE EASEMENT AGREEMENT #27009

This Landscape Easement Agreement (the "Agreement") is made and entered into by and between *Idaho Foundation for Parks and Lands, Inc.* (the "Grantor"), and the City of Ketchum (the "Grantee").

RECITALS

1. Grantor is the owner in fee simple of real property located at:

Tax Lot 1157 in NW ¼ NE 1/4, Section 19, Township 4N, Range 18E
Tax Lots 5311 and 5312 in NE ¼ NW ¼, Section 19, Township 4N, Range 18E
Tax Lots 2033 and 2034 in SE ¼ NW ¼, Section 19, Township 4N, Range 18E

("Property") more particularly described on Exhibit A attached, and fully incorporated to this Agreement by reference.

2. Grantor has entered into a Water Main Easement Agreement with Grantee attached hereto as Exhibit B.

3. Grantee has entered into a Lease of Water Rights Agreement with Grantor attached hereto as Exhibit C.

4. Grantee desires to construct, install, and maintain landscape and gateway improvements within defined portion of the Property.

5. Grantor is willing to grant to Grantee a non-exclusive easement for such purposes, subject to the terms set forth herein.

6. The location of the easement areas is depicted on Exhibit D (Easement Area Map) and will be legally described in Exhibit E (legal Description – *to be inserted*).

AGREEMENT

1. Grant of Easement. Grantor hereby grants to Grantee, its successors, assigns, lessees, licensees, and agents, a non-exclusive easement ("Easement") over, upon, across and within that part of the Property at the location depicted on Exhibit B attached hereto and incorporated herein.

2. Purpose of Easement. This grant of Easement is for the sole purpose of installation and maintenance of landscape improvements as described in Exhibit B.

3. Landscape Improvements. Grantee agrees to coordinate with the Idaho Transportation Department (ITD) regarding the installation of the landscape improvements. The landscape improvements shall be constructed and maintained at the expense of the Grantee and/or ITD. Grantor shall not be responsible to contribute to the costs of installation and maintenance of the landscape improvements.

3.1 Collaboration. Grantor and Grantee agree to work collaboratively, in good faith, and with reasonable diligence to plan, design, and implement improvements within the Easement Area in a manner that reflects the shared goals of enhancing the visual character of the corridor, preserving the natural and scenic qualities of adjacent public lands, maintaining safety and functionality of the State Highway corridor, and respecting the operational needs of Grantor.

3.2 Review Process. Prior to installation of any improvements not expressly shown in Exhibit B, Grantee shall submit to Grantor for review and approval on planting plans and species lists, irrigation and grading details, materials and finishes (including fencing if funding allows), and signage concepts, including size, scale, materials, and placement. Approval shall not be unreasonably withheld, conditioned, or delayed, provided the improvements are consistent with the purposes of this Agreement.

3.3 Gateway Signage. The parties shall engage in a collaborative design process, which may include concept sharing, iterative review, and at least one joint meeting prior to final approval. Gateway or welcome signage is planned to be context-sensitive and compatible with the surrounding landscape and public lands character, designed to preserve and not unreasonably obstruct significant view corridors, including views toward natural features and along the highway corridor, avoid visual clutter and excessive scale, and utilize durable, natural, or regionally appropriate materials to the extent practicable. Signage shall be located entirely within the Easement area and positioned to avoid interference with sight distance, traffic safety, and roadway operations. No signage shall be installed until final written approval is provided by Grantor.

3.4 Fencing. Grantee shall coordinate with Grantor regarding the design and specific location of future fencing within the Easement Area. Grantee shall bear the cost of installation and maintenance of said fencing.

4. Unencumbered Title. Grantor warrants that the Property's Easement granted herein is granted free and clear of all liens and encumbrances.

5. Structures on Easement. Grantor will not erect any permanent structure within the Easement Area.

6. Party Responsibility. Each party shall be solely responsible and liable for its own actions and agents' actions with respect to each party's respective uses of the Property and Easement.

7. Retained Rights. Grantor shall retain all rights to the Property not granted hereby.

8. Recording. This Agreement shall be recorded with the Blaine County Recorder against the Property. The rights, privileges, and Easement granted hereunder shall continue perpetually and shall run with the Property.

9. Binding Effect. All provisions of this Agreement, the Easement, and its benefits and burdens shall run with the land and be binding upon the heirs, legal representatives, successors, and assigns of the parties hereto (specifically including successor owners of the Property or portions thereof), and the rights developed pursuant to this Agreement shall be appurtenant to the Property.

10. Remedies. Grantor acknowledges that Grantor, Grantee, and their respective heirs, successors and assigns shall have all rights and remedies provided at law or in equity to enforce this Agreement and in the event of any action or proceeding in any way arising out of this easement, or attempting to enforce any right herein granted, the losing party shall pay the prevailing party's reasonable attorney fees and costs.

11. Notices. All notices shall be given to the parties at the following addresses:

Grantor:	**Grantee:**
Idaho Foundation for Parks and Lands, Inc.	City of Ketchum
5657 Warm Springs Ave.	P.O. Box 2315
Boise, ID 83716	Ketchum, ID 83340

Such notices shall be delivered in person or by certified mail with return receipt requested. Notices shall be deemed to have been given on the earlier of either (a) the actual delivery or refusal to accept delivery, or (b) the date of mailing by certified mail.

12. Recitals. The recitals set forth above are hereby incorporated into and made a part of this Agreement.

13. Situs. This Agreement and the Easement shall be construed under the laws of the State of Idaho

14. Severability. In the event any of the provisions of this Agreement shall be deemed illegal or unenforceable, such determination shall not operate to invalidate any of the remaining provisions of this Agreement.

15. Execution. This Agreement shall be in full force and effect upon its duly and valid execution by the parties hereto.

16. Amendment. This Agreement may be modified only upon a writing signed and dated by both parties and attached hereto as a subsequent exhibit.

17. Entire Agreement. This Agreement constitutes the entire agreement of the parties with respect to the subject matter hereof and supersedes all prior agreements between the parties, both written or oral.

[signatures on following page]

IN WITNESS WHEREOF, the Grantor and Grantee have executed this easement effective as of the day and year first above written.

GRANTOR:
IDAHO FOUNDATION FOR PARKS AND LANDS, INC.

_____
Brandy Wilson
President

GRANTEE:
CITY OF KETCHUM IDAHO

_____
Pete Prekeges, Mayor

Attest:

_____
Trent Donat, City Clerk

STATE OF IDAHO)
: ss
County of Blaine)

On this _____ day of _____, 2026, before me, _____, a Notary Public, personally appeared _____ _____, 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 they executed the same.

(SEAL)

_____
Notary Public for Idaho
Commission expires: _____

EXHIBIT A

Legal Description for Grantor's Property

Tax Lot 1157 in NW ¼ NE 1/4, Section 19, Township 4N, Range 18E
Tax Lots 5311 and 5312 in NE ¼ NW ¼, Section 19, Township 4N, Range 18E
Tax Lots 2033 and 2034 in SE ¼ NW ¼, Section 19, Township 4N, Range 18E

EXHIBIT B

Water Main Easement Agreement

#26100

Instrument # 717816
Blaine County, Hailey, Idaho
03/12/2026 03:53:29 PM No. of Pages: 10
Recorded for: CITY OF KETCHUM
Stephen F. Graham Fee: $37.00
Ex-Officio Recorder Deputy: jguerrero
Index to: AGREEMENTS WITH CORRECTIONS

WATER MAIN EASEMENT AGREEMENT

This Water Main Easement Agreement (the "Agreement") is made and entered into by and between *Idaho Foundation for Parks and Lands, Inc.* (the "Grantor"), and the City of Ketchum (the "Grantee").

RECITALS

1. Grantor is the owner in fee simple of real property located at:

Tax Lot 1157 in NW ¼ NE 1/4, Section 19, Township 4N, Range 18E
Tax Lots 5311 and 5312 in NE ¼ NW ¼, Section 19, Township 4N, Range 18E
Tax Lots 2033 and 2034 in SE ¼ NW ¼, Section 19, Township 4N, Range 18E

("Property") more particularly described on Exhibit A attached, and fully incorporated to this Agreement by reference.

2. Grantor desires to grant a water main utility easement in favor of Grantee, in, to, over, upon, across, and through a portion of the Property for a city owned water main and associated water utilities, and for access, ingress and egress thereto for construction, installation, operation, inspection, maintenance and repair of the easement, the city water main, or for removal of utilities, and other purposes as may be required.

AGREEMENT

1. Grant of Easement. Grantor hereby grants to Grantee, its successors, assigns, lessees, licensees, and agents, a non-exclusive easement in, to, over, upon, across and through that part of the Property in the location indicated and as described in Exhibit B ("Easement") attached.

2. Purpose and Access. This grant of Easement shall be for water main utilities, and for access, ingress, and egress to the Easement for construction, installation, operation, inspection, maintenance and repair of the Easement, the city water main, and existing infrastructure, or for the removal of utilities, and other purposes as may be required by the owner of said utilities, together with the right to enter onto the Property for the purposes herein specified, and the right to occupy such width of the land along the boundaries of the Easement as is necessary to properly do the work of constructing, installing, operating, inspecting, maintaining and repairing the Easement, the city water main, and existing infrastructure, or removing the utility, or for other purposes as may be required with personnel and with such equipment as is commonly used, or is reasonably adapted, to that work. Grantor, for themselves, their heirs, successors and assigns, reserve the right to use the Easement for any purpose not inconsistent with this Water Main Easement Agreement.

3. Unencumbered Title. Grantor warrants that the Property's Easement granted herein is granted free and clear of all liens and encumbrances.

4. Costs. Grantor, except for by Grantor's own causal actions, shall bear no responsibility or liability for the costs of constructing and installing water utilities, including the city

water main, or for any costs of operating, inspecting, maintaining, and repairing the same as may be required from time to time, or for removing the utility, and other purposes as may be required.

5. Structures on Easement. Grantor will not erect any permanent structure within the Easement area; however, upon written permission from Grantee, Grantor may place temporary structures on the Easement. Upon receiving written notice from any public utility of the need for inspection, maintenance or repair to the Easement, Grantor will have ten (10) days in which to move such temporary structures. In the case of an emergency, no written notice to Grantor is required.

6. Landscaping. Grantor may landscape the Easement with plantings and ground cover but will plant no trees or large shrubbery on the Easement. Grantor may require Grantee to restore or replace any landscaping on the Easement or for the cost of such landscaping destroyed by the Grantee during its use of the Easement.

7. Party Responsibility. Each party shall be solely responsible and liable for its own actions and agent'actions with respect to each party's respective uses of the Property and Easement.

9. Retained Rights. Grantor shall retain all rights to the Property not granted hereby.

10. Recording. This Agreement shall be recorded with the Blaine County Recorder against the Property. The rights, privileges, and Easement granted hereunder shall continue perpetually and shall run with the Property.

11. Binding Effect. All provisions of this Agreement, the Easement, and its benefits and burdens shall run with the land and be binding upon the heirs, legal representatives, successors, and assigns of the parties hereto (specifically including successor owners of the Property or portions thereof), and the rights developed pursuant to this Agreement shall be appurtenant to the Property.

12. Remedies. Grantor acknowledges that Grantor, Grantee, and their respective heirs, successors and assigns shall have all rights and remedies provided at law or in equity to enforce this Agreement and in the event of any action or proceeding in any way arising out of this easement, or attempting to enforce any right herein granted, the losing party shall pay the prevailing party's reasonable attorney fees and costs.

13. Notices. All notices shall be given to the parties at the following addresses:

Grantor:
Idaho Foundation for Parks and Lands, Inc.
5657 Warm Springs Ave.
Boise, ID 83716

Grantee:
City of Ketchum
P.O. Box 2315
Ketchum, ID 83340

Such notices shall be delivered in person or by certified mail with return receipt requested. Notices shall be deemed to have been given on the earlier of either (a) the actual delivery or refusal to accept delivery, or (b) the date of mailing by certified mail.

14. Recitals. The recitals set forth above are hereby incorporated into and made a part of this Agreement.

15. Situs. This Agreement and the Easement shall be construed under the laws of the State of Idaho

16. Severability. In the event any of the provisions of this Agreement shall be deemed illegal or unenforceable, such determination shall not operate to invalidate any of the remaining provisions of this Agreement.

17. Execution. This Agreement shall be in full force and effect upon its duly and valid execution by the parties hereto.

18. Amendment. This Agreement may be modified only upon a writing signed and dated by both parties and attached hereto as a subsequent exhibit.

19. Entire Agreement. This Agreement constitutes the entire agreement of the parties with respect to the subject matter hereof and supersedes all prior agreements between the parties, both written or oral.

[signatures on following page]

IN WITNESS WHEREOF, the Grantor and Grantee have executed this easement effective as of the day and year first above written.

GRANTOR:
IDAHO FOUNDATION FOR PARKS AND LANDS, INC.

Brandy Wilson
President

GRANTEE:
CITY OF KETCHUM IDAHO

Pete Prekeges, Mayor

Attest:

Trent Donat, City Clerk

CITY OF KETCHUM SEAL BLAINE COUNTY, IDAHO

STATE OF IDAHO)
: ss
County of)

On this 5th day of MARCH, 2026, before me, TRENT DONAT, a Notary Public, personally appeared PETE PREKEGES, MAYOR of KETCHUM, IDAHO, 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 they executed the same.

(SEAL)

TRENT DONAT Comm Expires 01/31/29 NOTARY PUBLIC COMM NO. 20230480 STATE OF IDAHO

Notary Public for Idaho
Commission expires: 1/31/2029

State of Idaho, Ada County ss:

On this 12th day of February, 2026 before me Lizbeth Ojeda Jimenez, a Notary Public in and for said county and state, personally appeared Brandy M. Wilson; known or proven to me to be the person(s) who executed the foregoing instrument.
In witness wherefore, I have hereunto set my hand and affixed my official seal the day and year in the certificate first above written.

Lizbeth Ojeda Jimenez
Notary Public Residing at: Ada County
Commission Expires: 10/25/2027

LIZBETH OJEDA JIMENEZ
Notary Public
State of Idaho
Commission No. 20215157

EXHIBIT A

Legal Description for Grantor's Property

Tax Lot 1157 in NW ¼ NE 1/4, Section 19, Township 4N, Range 18E
Tax Lots 5311 and 5312 in NE ¼ NW ¼, Section 19, Township 4N, Range 18E
Tax Lots 2033 and 2034 in SE ¼ NW ¼, Section 19, Township 4N, Range 18E

EXHIBIT B

Legal Description of Easement

GALENA BENCHMARK
ENGINEERING • SURVEYING • PLANNING

100 Bell Dr. | PO Box 733
Ketchum, ID 83340
208-726-9512
info@galena-benchmark.com
www.galena-benchmark.com

Legal Description – WL-A (East) Easement

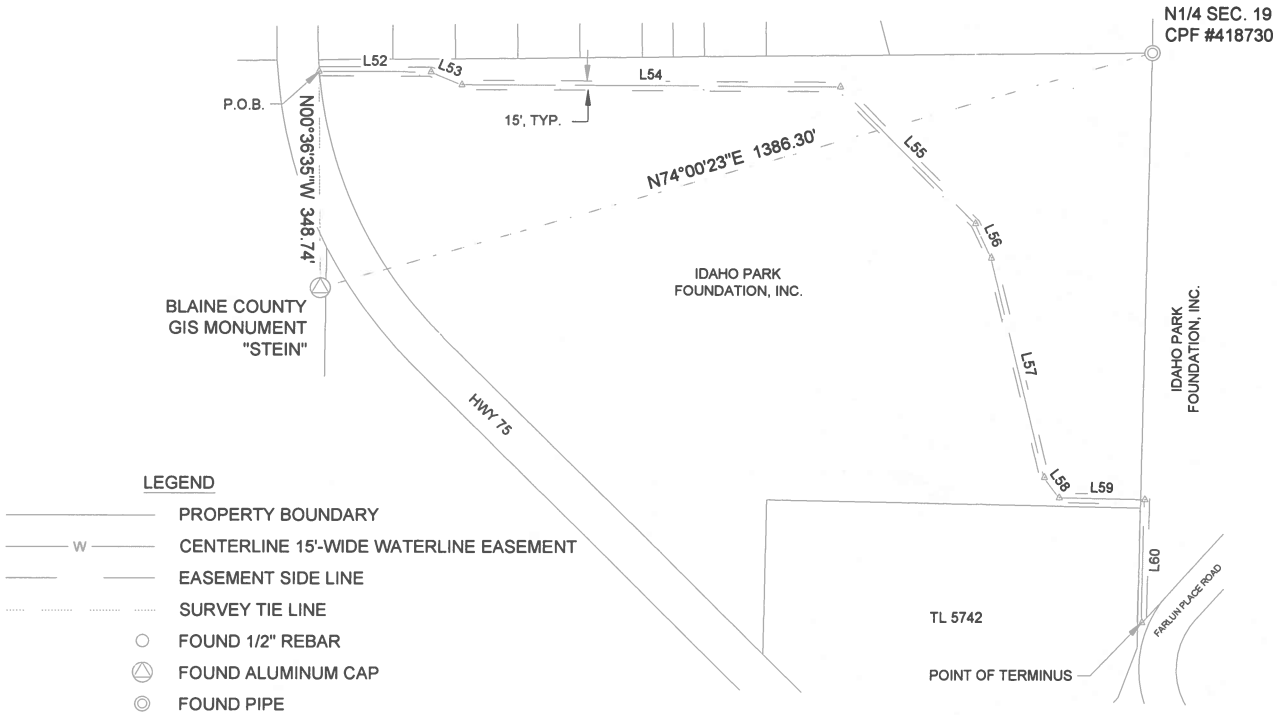
A 15'-wide strip of land located with Township 4 North, Range 18 East, Section 19, Boise Meridian, City of Ketchum, Blaine County, Idaho, and the centerline of said strip more particularly described as follows:

Commencing at Blaine County GIS Monument "Stein", being a 5/8" rebar with 2"Φ aluminum cap inscribed "STEIN 2004" from which bears the N1/4 corner of said Section 19, as described in CPF #418730, N74°00'23"E, 1386.30 feet;
Thence N00°36'35"W, 348.74 feet to a point on the easterly right-of-way of State Highway 75, also being the **Point of Beginning;**
Thence S89°50'45"E, 179.15 feet;
Thence S67°20'45"E, 53.60 feet;
Thence S89°50'45"E, 607.20 feet;
Thence S44°50'45"E, 309.20 feet;
Thence S25°01'22"E, 61.64 feet;
Thence S13°46'22"E, 365.11 feet;
Thence S36°16'22"E, 40.60 feet;
Thence S88°50'55"E, 137.62 feet;
Thence S01°10'32"W, 197.69 feet to a point on the northerly boundary of Weyyakin Subdivision Amended, Block 7, Lot 2A, Inst. No. 603117, and being the **Point of Terminus**.

Sidelines of said strip to be extended or shortened to terminate at adjoining property lines. Described area encompassing 0.67 acres (29,286 SF), more or less. This description is to be construed in conjunction with the exhibit attached hereto and made a part hereof.

Mark W. Van Duser
Idaho PLS 22869
Galena-Benchmark Engineering
1/12/26
Job #24189





LINE TABLE		
LINE #	LENGTH	DIRECTION
L52	179.15'	S89°50'45"E
L53	53.60'	S67°20'45"E
L54	607.20'	S89°50'45"E
L55	309.20'	S44°50'45"E
L56	61.64'	S25°01'22"E
L57	365.11'	S13°46'22"E
L58	40.60'	S36°16'22"E
L59	137.62'	S88°50'55"E
L60	197.69'	S01°10'32"W

LEGEND

- PROPERTY BOUNDARY
- W CENTERLINE 15'-WIDE WATERLINE EASEMENT
- EASEMENT SIDE LINE
- SURVEY TIE LINE
- FOUND 1/2" REBAR
- FOUND ALUMINUM CAP
- FOUND PIPE
- CALCULATED POINT

PROFESSIONAL LAND SURVEYOR LICENSED 22869 01-15-26 STATE OF IDAHO MARK W. VAN DUSER

GRAPHIC SCALE
0 200 400
Scale in Feet

SURVEYING ENGINEERING PLANNING GALENA ELEVATION ABOVE SEA 9230 FEET BENCHMARK

WL-A (EAST) EASEMENT EXHIBIT

LOCATED WITHIN
SECTION 19,TOWNSHIP 04 NORTH, RANGE 18 EAST, B.M.,
CITY OF KETCHUM, BLAINE COUNTY, IDAHO

PREPARED FOR : CITY OF KETCHUM

PROJECT NO. 24189	DWG BY: WV	24189 ESMT.DWG
		SHEET: 1 OF 1

GALENA BENCHMARK
ENGINEERING • SURVEYING • PLANNING

100 Bell Dr. | PO Box 733
Ketchum, ID 83340
208-726-9512
info@galena-benchmark.com
www.galena-benchmark.com

Legal Description – WL-A (West) Easement

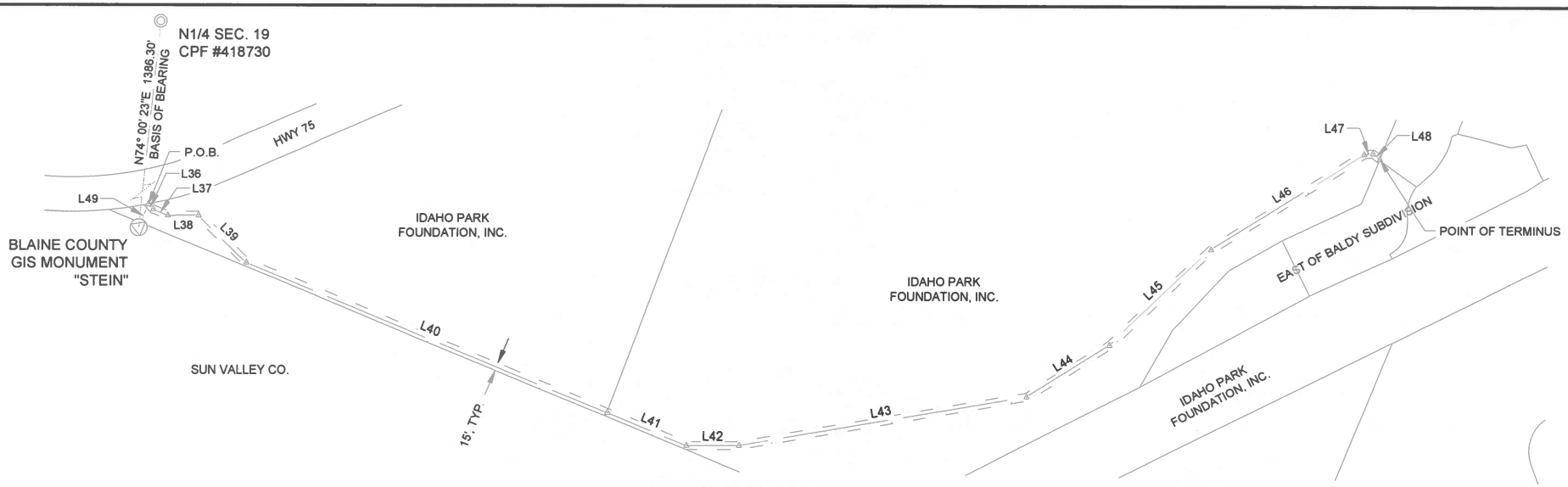
A 15'-wide strip of land located with Township 4 North, Range 18 East, Section 19, Boise Meridian, City of Ketchum, Blaine County, Idaho, and the centerline of said strip following the as-built location of a water line and more particularly described as follows:

Commencing at Blaine County GIS Monument "Stein", being a 5/8" rebar with 2"Φ aluminum cap inscribed "STEIN 2004" from which bears the N1/4 corner of said Section 19, as described in CPF #418730, N74°00'23"E, 1386.30 feet;
Thence S89°29'50"E, 47.51 feet to a point on the westerly right-of-way of State Highway 75, also being the **Point of Beginning;**
Thence, S22°51'34"W, 13.28 feet;
Thence, S00°21'34"W, 29.95 feet;
Thence, S22°08'26"E, 57.80 feet;
Thence, S22°51'34"W, 127.77 feet;
Thence, S00°41'35"W, 739.46 feet;
Thence, S00°49'52"W, 162.31 feet;
Thence, S21°46'55"E, 99.59 feet;
Thence, S31°31'37"E, 551.60 feet;
Thence, S54°01'37"E, 184.83 feet;
Thence, S65°16'37"E, 262.97 feet;
Thence, S54°00'54"E, 340.70 feet;
Thence, S28°29'31"E, 16.53 feet;
Thence, S16°38'11"W, 16.77 feet to a point intersecting with the northerly boundary of East of Baldy Subdivision, Inst. No. 369083, and being the **Point of Terminus**.

Sidelines of said strip to be extended or shortened to terminate at adjoining property lines. Described area encompassing 0.90 acres (39,066 SF), more or less.

Mark W. Van Duser
Idaho PLS 22869
Galena-Benchmark Engineering
1/12/26
Job #24189

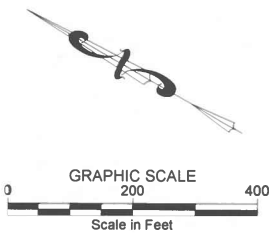




LEGEND

- PROPERTY BOUNDARY
- W — CENTERLINE 15'-WIDE WATERLINE EASEMENT
- EASEMENT SIDE LINE
- SURVEY TIE LINE
- ○ FOUND 1/2" REBAR
- ⊿ FOUND ALUMINUM CAP
- ◎ FOUND PIPE
- △ CALCULATED POINT

LINE TABLE		
LINE #	LENGTH	DIRECTION
L36	13.28'	S22°51'34"W
L37	29.95'	S00°21'34"W
L38	57.80'	S22°08'26"E
L39	127.77'	S22°51'34"W
L40	739.46'	S00°41'35"W
L41	162.31'	S00°49'52"W
L42	99.59'	S21°46'55"E
L43	551.60'	S31°31'37"E
L44	184.83'	S54°01'37"E
L45	262.97'	S65°16'37"E
L46	340.70'	S54°00'54"E
L47	16.53'	S28°29'31"E
L48	16.77'	S16°38'11"W
L49	47.51'	S89°29'50"E







WL-A (WEST)
EASEMENT EXHIBIT

LOCATED WITHIN
SECTION 19,TOWNSHIP 04 NORTH, RANGE 18 EAST, B.M.,
CITY OF KETCHUM, BLAINE COUNTY, IDAHO

PREPARED FOR : CITY OF KETCHUM

PROJECT NO. 24189	DWG BY: WV	24189 ESMT.DWG
		SHEET: 1 OF 1

EXHIBIT C

Lease of Water Rights Agreement

Instrument # 718015
Blaine County, Hailey, Idaho
03/26/2026 05:26:33 PM No. of Pages: 15
Recorded for: KETCHUM CITY OF
Stephen F. Graham Fee: $0.00
Ex-Officio Recorder Deputy: rruiz
Index to: AGREEMENTS WITH CORRECTIONS

LEASE OF WATER RIGHTS AGREEMENT #27008

This Lease of Water Rights Agreement (the "Agreement") is made and entered into by and between the City of Ketchum ("City"), and the Idaho Foundation for Parks and Lands, Inc. ("Foundation").

RECITALS

1. The Foundation is a privately funded nonprofit organization whose mission is to preserve and protect open space lands and unique natural, scenic settings for public benefit;

2. The Foundation owns and has sustainably managed Reinheimer Ranch, a 110-acre tract of land adjacent to the City of Ketchum ("Property") for approximately 50 years;

3. The City is working with ITD on improvements to Highway 75, including roadway and landscaping improvements at the intersection of Serenade Lane and Highway 75 near the Property;

4. The City's plans for improvements along Highway 75 also required the installation of a water main crossing the Property;

5. The Foundation has need of supplemental irrigation water for the Property;

6. The City owns the Water Right 37-289, which is currently not utilized for municipal irrigation purposes;

7. The City has offered to lease a portion of the Water Right to the Foundation to provide supplemental irrigation water for the Property;

8. The Foundation has entered into a Water Main Easement Agreement with the City attached hereto as Exhibit A.

9. The Foundation has further agreed to convey a Landscape Easement Agreement with the City. The City is currently working collaboratively and in good faith with the Foundation to develop mutually acceptable landscaping elements.

AGREEMENT

1. Lease of Water Right. The City agrees to lease portions of the Water Right to the Foundation on the terms and conditions provided herein.

2. Initial Term. Commencing on January 1, 2027 and terminating on December 31, 2031, the City shall lease 4.0 cubic feet per second (cfs) of the Water Right to the Foundation.

3. Renewal Terms. Following the termination of the First Lease Term, the City shall lease to the Foundation 2.0 cubic feet per second (cfs) of the Water Right for irrigation use on the

Ranch Real Property, as long as the City holds a Water Main Easement on said property. This lease shall be renewed annually until terminated under Section 4 herein or by mutual agreement of the Parties.

4. Termination of Water Rights Lease. In the event the City terminates the Water Main Easement, or upon its abandonment by the City, the lease of the Water Right shall terminate at the end of the irrigation season contemporaneous with the termination of the Water Main Easement.

5. Lease Rate. The lease rate will be consistent with the rates Idaho Department of Water Resource's Water Bank charges throughout the duration of this agreement. The annual lease payment shall be based on total volume diverted during the irrigation season multiplied by the price per acre-foot charged by the Water Supply Bank for water rentals for that irrigation season. The land value of the Water Line Easement is $102,000. The City has paid the Foundation $25,000 upon assignment and signing of the Water Main Agreement. The City shall pay the remaining sum of $77,000 in water rental to the Foundation commencing on January 1, 2027 for a five-year period, and beginning year six, the lease will continue to be renewed under the renewal terms set forth under Section 3.

7. Offset to Lease Payments. The annual lease payment due to the City shall be offset against the balance due on the purchase price for the Water Main Easement. An amount equal to the then-current rental rate charged by the Water Supply Bank for the leased portion of the Water Right shall be applied to the remaining balance due to the City.

8. Use of Leased Water Right. The leased portion of the Water Right shall be used only for irrigation purposes on the Property. Irrigated acreage shall not exceed the authorized beneficial use of the Water Right.

9. Point of Diversion. At any time following the commencement of the First Lease Term, and as requested by the Foundation, the City agrees to apply for an adjustment from, the point of diversion of the McCoy ditch from its current location to a location in Trail Creek as determined by the Foundation. The City shall be responsible for obtaining any necessary authorization from the Idaho Department of Water Resources for transfer of the point of diversion. Foundation shall be responsible for capital improvement costs associated with implementation of the diversion.

10. Party Responsibility. Each party shall be solely responsible and liable for its own actions and agent's actions with respect to each party's respective uses of the Property.

11. Retained Rights. Foundation and City shall retain all rights to the Property not granted hereby.

12. Recording. This Agreement shall be recorded with the Blaine County Recorder against the Property. The rights, privileges, and Lease granted hereunder shall continue under the terms set forth herein and shall run with the Property.

13. Binding Effect. All provisions of this Agreement and its benefits and burdens shall run with the land and be binding upon the heirs, legal representatives, successors, and assigns of the

parties hereto (specifically including successor owners of the Property or portions thereof), and the rights developed pursuant to this Agreement shall be appurtenant to the Property.

14. Remedies. City acknowledges that Foundation, City, and their respective heirs, successors and assigns shall have all rights and remedies provided at law or in equity to enforce this Agreement and in the event of any action or proceeding in any way arising out of this lease, or attempting to enforce any right herein granted, the losing party shall pay the prevailing party's reasonable attorney fees and costs.

15. Notices. All notices shall be given to the parties at the following addresses:

Idaho Foundation for Parks and Lands, Inc. 5657 Warm Springs Ave. Boise, ID 83716	City of Ketchum P.O. Box 2315 Ketchum, ID 83340

Such notices shall be delivered in person or by certified mail with return receipt requested. Notices shall be deemed to have been given on the earlier of either (a) the actual delivery or refusal to accept delivery, or (b) the date of mailing by certified mail.

16. Recitals. The recitals set forth above are hereby incorporated into and made a part of this Agreement.

17. Situs. This Agreement and the Easement shall be construed under the laws of the State of Idaho

18. Severability. In the event any of the provisions of this Agreement shall be deemed illegal or unenforceable, such determination shall not operate to invalidate any of the remaining provisions of this Agreement.

19. Execution. This Agreement shall be in full force and effect upon its duly and valid execution by the parties hereto.

20. Amendment. This Agreement may be modified only upon a writing signed and dated by both parties and attached hereto as a subsequent exhibit.

21. Entire Agreement. This Agreement constitutes the entire agreement of the parties with respect to the subject matter hereof and supersedes all prior agreements between the parties, both written or oral.

[signatures on following page]

IN WITNESS WHEREOF, the City and Foundation have executed this easement effective as of the day and year first above written.

IDAHO FOUNDATION FOR PARKS AND LANDS, INC.

Brandy Wilson
President

CITY OF KETCHUM IDAHO

Pete Prekeges, Mayor

Attest:

Trent Donat, City Clerk

CITY OF KETCHUM SEAL BLAINE COUNTY, IDAHO

STATE OF IDAHO)
: ss
County of Blaine)

On this 25th day of MARCH, ~~2025~~ 2026, before me, TRENT DONAT, a Notary Public, personally appeared PETE PREKEGES, MAYOR, 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 they executed the same.

TRENT DONAT
Notary Public for Idaho
Commission expires: 1/31/2029

(SEAL)

TRENT DONAT NOTARY PUBLIC STATE OF IDAHO Comm. Expires 01/31/29 Comm. No. 20220080

State of Idaho, Ada County ss:

On this 11th day of March, 2026, before me Lizbeth Ojeda Jimenez, a Notary Public in and for said county and state, personally appeared Brandy M. Wilson; known or proven to me to be the person(s) who executed the foregoing instrument.
In witness wherefore, I have hereunto set my hand and affixed my official seal the day and year in the certificate first above written.

LIZBETH OJEDA JIMENEZ
Notary Public
State of Idaho
Commission No. 20215157

Notary Public Residing at: Ada County
Commission Expires: 10/25/2027

EXHIBIT A

Water Main Easement Agreement

#26100

Instrument # 717816
Blaine County, Hailey, Idaho
03/12/2026 03:53:29 PM No. of Pages: 10
Recorded for: CITY OF KETCHUM
Stephen F. Graham Fee: $37.00
Ex-Officio Recorder Deputy: jguerrero
Index to: AGREEMENTS WITH CORRECTIONS

WATER MAIN EASEMENT AGREEMENT

This Water Main Easement Agreement (the "Agreement") is made and entered into by and between *Idaho Foundation for Parks and Lands, Inc.* (the "Grantor"), and the City of Ketchum (the "Grantee").

RECITALS

1. Grantor is the owner in fee simple of real property located at:

Tax Lot 1157 in NW ¼ NE 1/4, Section 19, Township 4N, Range 18E
Tax Lots 5311 and 5312 in NE ¼ NW ¼, Section 19, Township 4N, Range 18E
Tax Lots 2033 and 2034 in SE ¼ NW ¼, Section 19, Township 4N, Range 18E

("Property") more particularly described on Exhibit A attached, and fully incorporated to this Agreement by reference.

2. Grantor desires to grant a water main utility easement in favor of Grantee, in, to, over, upon, across, and through a portion of the Property for a city owned water main and associated water utilities, and for access, ingress and egress thereto for construction, installation, operation, inspection, maintenance and repair of the easement, the city water main, or for removal of utilities, and other purposes as may be required.

AGREEMENT

1. Grant of Easement. Grantor hereby grants to Grantee, its successors, assigns, lessees, licensees, and agents, a non-exclusive easement in, to, over, upon, across and through that part of the Property in the location indicated and as described in Exhibit B ("Easement") attached.

2. Purpose and Access. This grant of Easement shall be for water main utilities, and for access, ingress, and egress to the Easement for construction, installation, operation, inspection, maintenance and repair of the Easement, the city water main, and existing infrastructure, or for the removal of utilities, and other purposes as may be required by the owner of said utilities, together with the right to enter onto the Property for the purposes herein specified, and the right to occupy such width of the land along the boundaries of the Easement as is necessary to properly do the work of constructing, installing, operating, inspecting, maintaining and repairing the Easement, the city water main, and existing infrastructure, or removing the utility, or for other purposes as may be required with personnel and with such equipment as is commonly used, or is reasonably adapted, to that work. Grantor, for themselves, their heirs, successors and assigns, reserve the right to use the Easement for any purpose not inconsistent with this Water Main Easement Agreement.

3. Unencumbered Title. Grantor warrants that the Property's Easement granted herein is granted free and clear of all liens and encumbrances.

4. Costs. Grantor, except for by Grantor's own causal actions, shall bear no responsibility or liability for the costs of constructing and installing water utilities, including the city

water main, or for any costs of operating, inspecting, maintaining, and repairing the same as may be required from time to time, or for removing the utility, and other purposes as may be required.

5. Structures on Easement. Grantor will not erect any permanent structure within the Easement area; however, upon written permission from Grantee, Grantor may place temporary structures on the Easement. Upon receiving written notice from any public utility of the need for inspection, maintenance or repair to the Easement, Grantor will have ten (10) days in which to move such temporary structures. In the case of an emergency, no written notice to Grantor is required.

6. Landscaping. Grantor may landscape the Easement with plantings and ground cover but will plant no trees or large shrubbery on the Easement. Grantor may require Grantee to restore or replace any landscaping on the Easement or for the cost of such landscaping destroyed by the Grantee during its use of the Easement.

7. Party Responsibility. Each party shall be solely responsible and liable for its own actions and agent'actions with respect to each party's respective uses of the Property and Easement.

9. Retained Rights. Grantor shall retain all rights to the Property not granted hereby.

10. Recording. This Agreement shall be recorded with the Blaine County Recorder against the Property. The rights, privileges, and Easement granted hereunder shall continue perpetually and shall run with the Property.

11. Binding Effect. All provisions of this Agreement, the Easement, and its benefits and burdens shall run with the land and be binding upon the heirs, legal representatives, successors, and assigns of the parties hereto (specifically including successor owners of the Property or portions thereof), and the rights developed pursuant to this Agreement shall be appurtenant to the Property.

12. Remedies. Grantor acknowledges that Grantor, Grantee, and their respective heirs, successors and assigns shall have all rights and remedies provided at law or in equity to enforce this Agreement and in the event of any action or proceeding in any way arising out of this easement, or attempting to enforce any right herein granted, the losing party shall pay the prevailing party's reasonable attorney fees and costs.

13. Notices. All notices shall be given to the parties at the following addresses:

Grantor:	**Grantee:**
Idaho Foundation for Parks and Lands, Inc.	City of Ketchum
5657 Warm Springs Ave.	P.O. Box 2315
Boise, ID 83716	Ketchum, ID 83340

Such notices shall be delivered in person or by certified mail with return receipt requested. Notices shall be deemed to have been given on the earlier of either (a) the actual delivery or refusal to accept delivery, or (b) the date of mailing by certified mail.

14. Recitals. The recitals set forth above are hereby incorporated into and made a part of this Agreement.

15. Situs. This Agreement and the Easement shall be construed under the laws of the State of Idaho

16. Severability. In the event any of the provisions of this Agreement shall be deemed illegal or unenforceable, such determination shall not operate to invalidate any of the remaining provisions of this Agreement.

17. Execution. This Agreement shall be in full force and effect upon its duly and valid execution by the parties hereto.

18. Amendment. This Agreement may be modified only upon a writing signed and dated by both parties and attached hereto as a subsequent exhibit.

19. Entire Agreement. This Agreement constitutes the entire agreement of the parties with respect to the subject matter hereof and supersedes all prior agreements between the parties, both written or oral.

[signatures on following page]

IN WITNESS WHEREOF, the Grantor and Grantee have executed this easement effective as of the day and year first above written.

GRANTOR:
IDAHO FOUNDATION FOR PARKS AND LANDS, INC.

Brandy Wilson
President

GRANTEE:
CITY OF KETCHUM IDAHO

Pete Prekeges, Mayor

Attest:

Trent Donat, City Clerk

CITY OF KETCHUM SEAL BLAINE COUNTY, IDAHO

STATE OF IDAHO)
: ss
County of)

On this 5th day of March, 2026, before me, TRENT DONAT, a Notary Public, personally appeared PETE PREKEGES, MAYOR of KETCHUM, IDAHO, 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 they executed the same.

(SEAL)

TRENT DONAT Comm Expires 01/31/29 NOTARY PUBLIC COMM NO. 20230480 STATE OF IDAHO

Notary Public for Idaho
Commission expires: 1/31/2029

State of Idaho, Ada County ss:

On this 12th day of February, 2026 before me Lizbeth Ojeda Jimenez, a Notary Public in and for said county and state, personally appeared Brandy M. Wilson; known or proven to me to be the person(s) who executed the foregoing instrument.
In witness wherefore, I have hereunto set my hand and affixed my official seal the day and year in the certificate first above written.

Lizbeth Ojeda Jimenez
Notary Public Residing at: Ada County
Commission Expires: 10/25/2027

LIZBETH OJEDA JIMENEZ
Notary Public
State of Idaho
Commission No. 20215157

EXHIBIT A

Legal Description for Grantor's Property

Tax Lot 1157 in NW ¼ NE 1/4, Section 19, Township 4N, Range 18E
Tax Lots 5311 and 5312 in NE ¼ NW ¼, Section 19, Township 4N, Range 18E
Tax Lots 2033 and 2034 in SE ¼ NW ¼, Section 19, Township 4N, Range 18E

EXHIBIT B

Legal Description of Easement

GALENA BENCHMARK
ENGINEERING • SURVEYING • PLANNING

100 Bell Dr. | PO Box 733
Ketchum, ID 83340
208-726-9512
info@galena-benchmark.com
www.galena-benchmark.com

Legal Description – WL-A (East) Easement

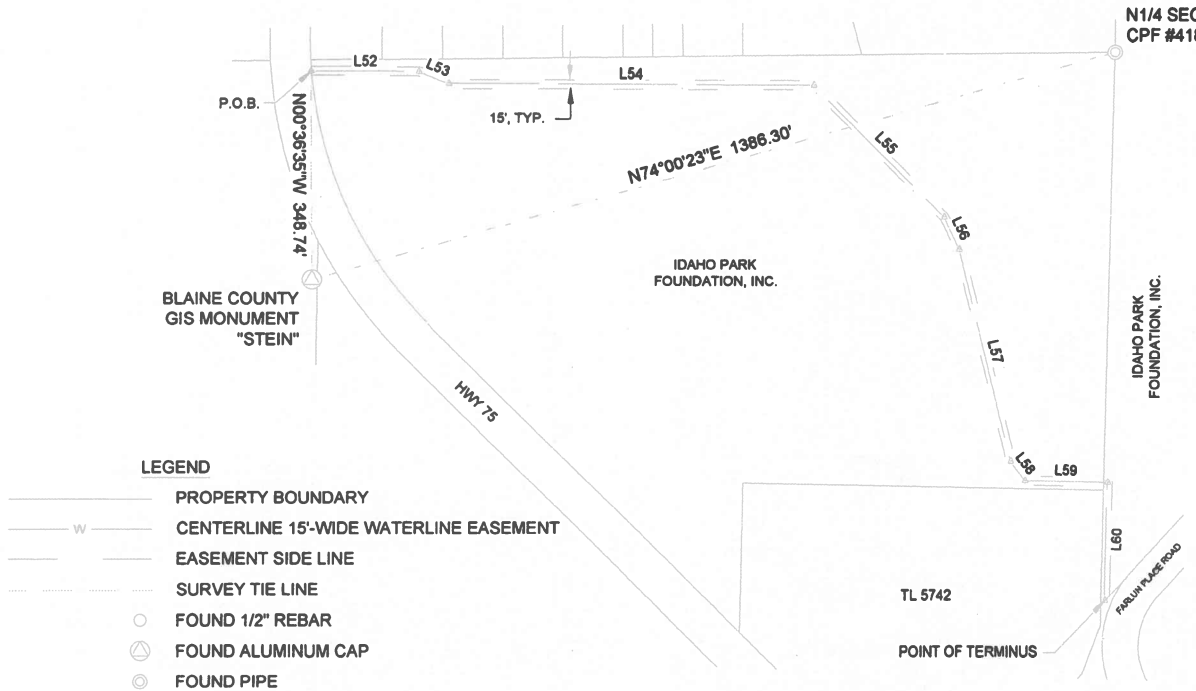
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Thence N00°36'35"W, 348.74 feet to a point on the easterly right-of-way of State Highway 75, also being the **Point of Beginning;**
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Thence S36°16'22"E, 40.60 feet;
Thence S88°50'55"E, 137.62 feet;
Thence S01°10'32"W, 197.69 feet to a point on the northerly boundary of Weyyakin Subdivision Amended, Block 7, Lot 2A, Inst. No. 603117, and being the **Point of Terminus**.

Sidelines of said strip to be extended or shortened to terminate at adjoining property lines. Described area encompassing 0.67 acres (29,286 SF), more or less. This description is to be construed in conjunction with the exhibit attached hereto and made a part hereof.

Mark W. Van Duser
Idaho PLS 22869
Galena-Benchmark Engineering
1/12/26
Job #24189





LINE TABLE		
LINE #	LENGTH	DIRECTION
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LEGEND

- PROPERTY BOUNDARY
- W — CENTERLINE 15'-WIDE WATERLINE EASEMENT
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- FOUND PIPE
- CALCULATED POINT

PROFESSIONAL LAND SURVEYOR
22869
01-15-26
STATE OF IDAHO
MARK W. VAN DUSER

GRAPHIC SCALE
0 200 400
Scale in Feet

SURVEYING ENGINEERING PLANNING
GALENA
ELEVATION
ABOVE SEA
9230 FEET
BENCH MARK

WL-A (EAST)
EASEMENT EXHIBIT

LOCATED WITHIN
SECTION 19,TOWNSHIP 04 NORTH, RANGE 18 EAST, B.M.,
CITY OF KETCHUM, BLAINE COUNTY, IDAHO

PREPARED FOR : CITY OF KETCHUM

PROJECT NO. 24189	DWG BY: WV	24189 ESMT.DWG
		SHEET: 1 OF 1

GALENA BENCHMARK
ENGINEERING • SURVEYING • PLANNING

100 Bell Dr. | PO Box 733
Ketchum, ID 83340
208-726-9512
info@galena-benchmark.com
www.galena-benchmark.com

Legal Description – WL-A (West) Easement

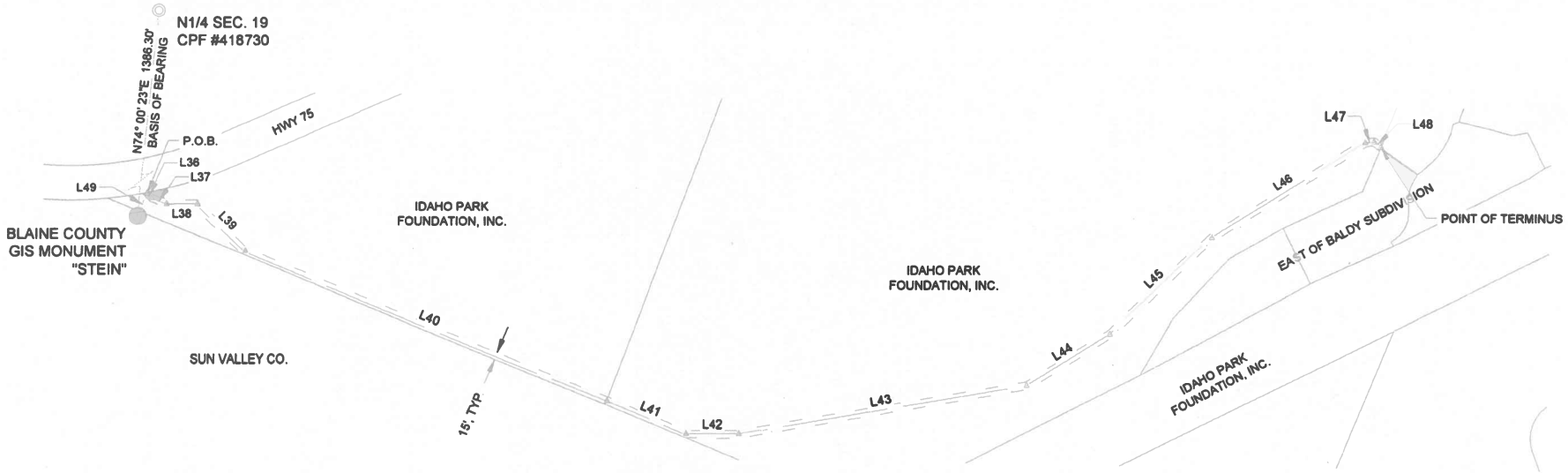
A 15'-wide strip of land located with Township 4 North, Range 18 East, Section 19, Boise Meridian, City of Ketchum, Blaine County, Idaho, and the centerline of said strip following the as-built location of a water line and more particularly described as follows:

Commencing at Blaine County GIS Monument "Stein", being a 5/8" rebar with 2"Φ aluminum cap inscribed "STEIN 2004" from which bears the N1/4 corner of said Section 19, as described in CPF #418730, N74°00'23"E, 1386.30 feet;
Thence S89°29'50"E, 47.51 feet to a point on the westerly right-of-way of State Highway 75, also being the **Point of Beginning;**
Thence, S22°51'34"W, 13.28 feet;
Thence, S00°21'34"W, 29.95 feet;
Thence, S22°08'26"E, 57.80 feet;
Thence, S22°51'34"W, 127.77 feet;
Thence, S00°41'35"W, 739.46 feet;
Thence, S00°49'52"W, 162.31 feet;
Thence, S21°46'55"E, 99.59 feet;
Thence, S31°31'37"E, 551.60 feet;
Thence, S54°01'37"E, 184.83 feet;
Thence, S65°16'37"E, 262.97 feet;
Thence, S54°00'54"E, 340.70 feet;
Thence, S28°29'31"E, 16.53 feet;
Thence, S16°38'11"W, 16.77 feet to a point intersecting with the northerly boundary of East of Baldy Subdivision, Inst. No. 369083, and being the **Point of Terminus.**

Sidelines of said strip to be extended or shortened to terminate at adjoining property lines. Described area encompassing 0.90 acres (39,066 SF), more or less.

Mark W. Van Duser
Idaho PLS 22869
Galena-Benchmark Engineering
1/12/26
Job #24189

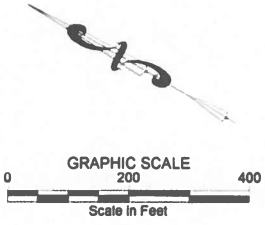




LEGEND

- PROPERTY BOUNDARY
- W — CENTERLINE 15'-WIDE WATERLINE EASEMENT
- EASEMENT SIDE LINE
- SURVEY TIE LINE
- FOUND 1/2" REBAR
- FOUND ALUMINUM CAP
- FOUND PIPE
- CALCULATED POINT

LINE TABLE		
LINE #	LENGTH	DIRECTION
L36	13.28'	S22°51'34"W
L37	29.95'	S00°21'34"W
L38	57.80'	S22°08'26"E
L39	127.77'	S22°51'34"W
L40	739.46'	S00°41'35"W
L41	162.31'	S00°49'52"W
L42	99.59'	S21°46'55"E
L43	551.60'	S31°31'37"E
L44	184.83'	S54°01'37"E
L45	262.97'	S65°16'37"E
L46	340.70'	S54°00'54"E
L47	16.53'	S28°29'31"E
L48	16.77'	S16°38'11"W
L49	47.51'	S89°29'50"E



PROFESSIONAL LAND SURVEYOR
22869
01-15-26
STATE OF IDAHO
MARK W. VAN DUSER

SURVEYING ENGINEERING PLANNING
GALENA
ELEVATION
ABOVE SEA
9230 FEET
BENCHMARK

WL-A (WEST)
EASEMENT EXHIBIT

LOCATED WITHIN
SECTION 19,TOWNSHIP 04 NORTH, RANGE 18 EAST, B.M.,
CITY OF KETCHUM, BLAINE COUNTY, IDAHO

PREPARED FOR : CITY OF KETCHUM

PROJECT NO. 24189	DWG BY: WV	24189 ESMT.DWG
		SHEET: 1 OF 1

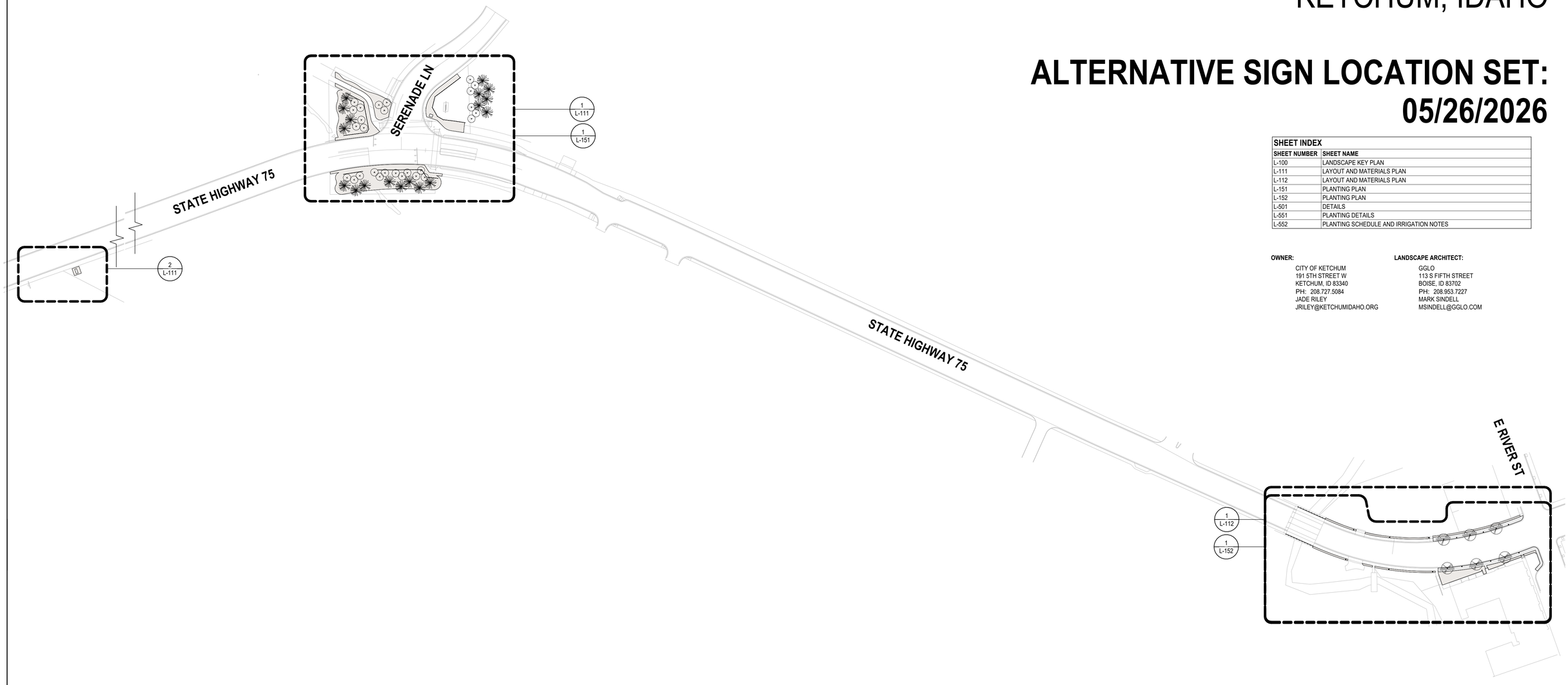
EXHIBIT D

Easement Area Map

SOUTH OF TOWN LANDSCAPE

KETCHUM, IDAHO

ALTERNATIVE SIGN LOCATION SET: 05/26/2026



SHEET INDEX	
SHEET NUMBER	**SHEET NAME**
L-100	LANDSCAPE KEY PLAN
L-111	LAYOUT AND MATERIALS PLAN
L-112	LAYOUT AND MATERIALS PLAN
L-151	PLANTING PLAN
L-152	PLANTING PLAN
L-501	DETAILS
L-551	PLANTING DETAILS
L-552	PLANTING SCHEDULE AND IRRIGATION NOTES

OWNER:
CITY OF KETCHUM
191 5TH STREET W
KETCHUM, ID 83340
PH: 208.727.5084
JADE RILEY
JRILEY@KETCHUMIDAHO.ORG

LANDSCAPE ARCHITECT:
GGLO
113 S FIFTH STREET
BOISE, ID 83702
PH: 208.953.7227
MARK SINDELL
MSINDELL@GGLO.COM

A1 LANDSCAPE KEY PLAN
1" = 100'-0"

0' 50' 100' 200'

PLAN NORTH

REVISIONS			
NO.	DATE	BY	DESCRIPTION

DESIGNED
DESIGN CHECKED
DETAILED
DRAWING CHECKED

SCALES SHOWN ARE FOR 22" X 34" PRINTS ONLY

CAD FILE NAME

DRAWING DATE 05/26/2026

IDAHO TRANSPORTATION DEPARTMENT

GGLO

PROJECT NO. **2024088**

SOUTH OF TOWN LANDSCAPE KEY PLAN

ENGLISH

COUNTY BLAINE

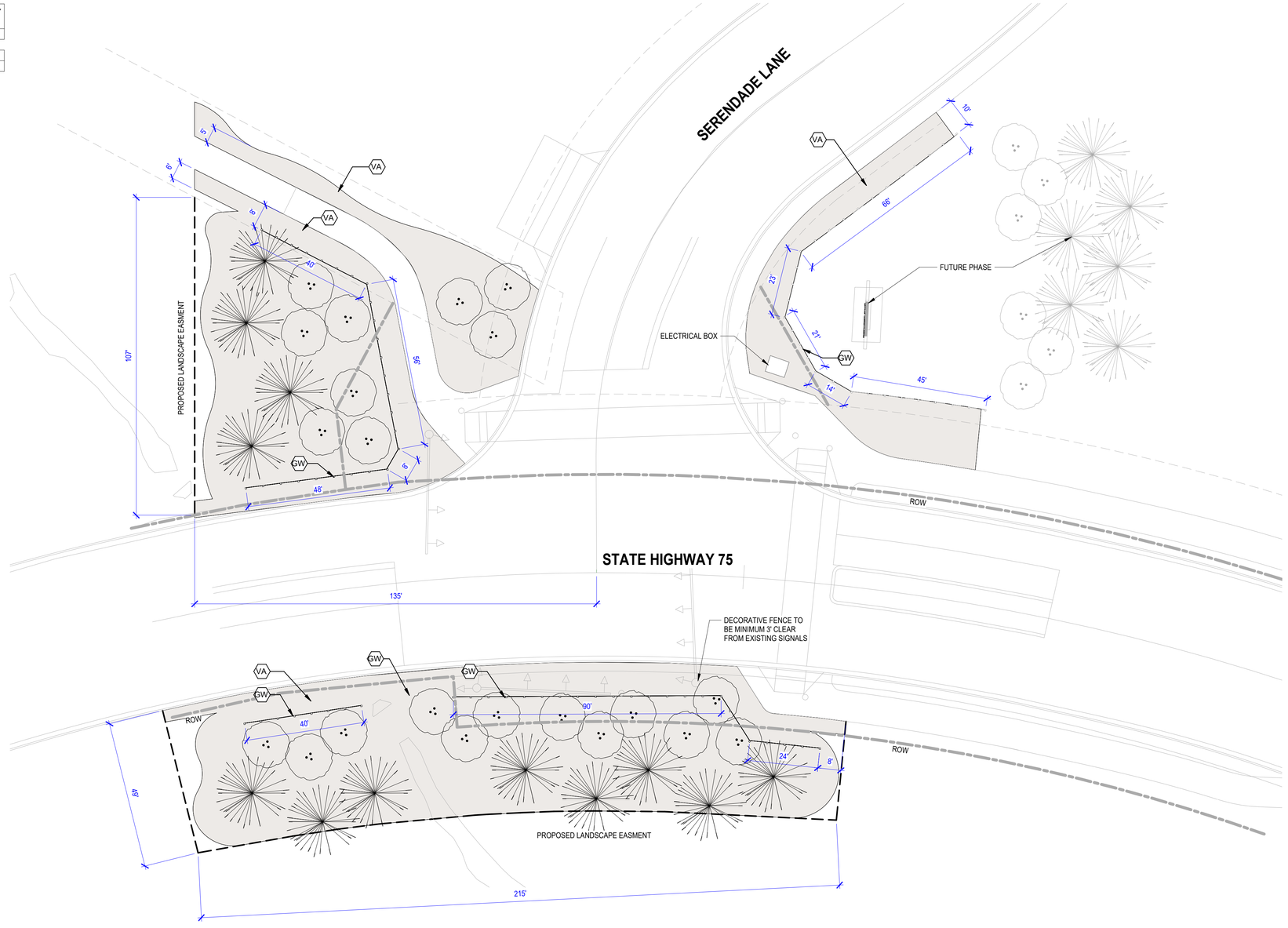
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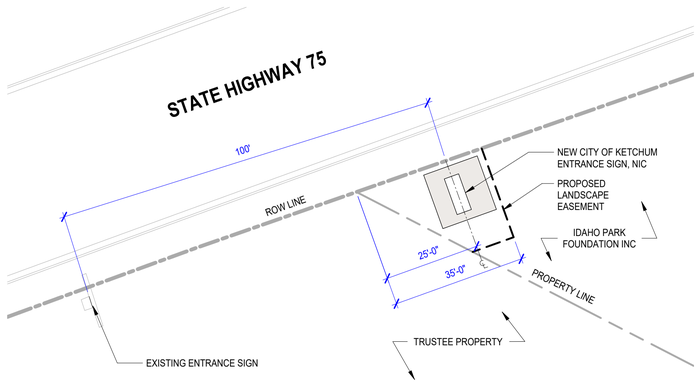
SHEET 1 OF 8

LAYOUT AND MATERIALS LEGEND

TAG	VISUAL	DESCRIPTION	DETAIL	QTY
VA		PLANTING AREA	7 / L-551	22,375 SF
US		SAND SET PAVERS	PER CITY OF KETCHUM MAINSTREET STANDARDS	1,500 SF
GW		ORNAMENTAL FENCE - ADD ALT 1	B1 / L-501	550 LF
LP		DR999-06005-01: NORTHPORT AREA LIGHT SINGLE POST-TOP 2700K, 50% OUTPUT, TYPE 3, FROSTED LENS, CENTER ELEMENT 20K, NO TWIST LOCK. POWDERCOAT COLOR: MATTE BLACK 1 DR999-06005: NORTHPORT AREA LIGHT POLE, SINGLE POST-TOP, 15© LENS HT, 12©5" POLE HT, 5" DIAMETER, GFCI W/ IN-USE CVR, 2 UPPER PLNTR/BNNRS, 2 LOWER BNNR ARMS, (2) 1/2" HOLES. INCLUDES ANCHOR KITS AND BASE COVER. POWDERCOAT COLOR: MATTE BLACK 1 NORTHPORT 5IN POLE BASE COVER KIT. INCLUDES: BASE COVER ASSEMBLY AND HARDWARE PACK FOR (1) 5 INCH NORTHPORT POLE. POWDERCOAT COLOR: MATTE BLACK 1 NORTHPORT 5IN DIAMETER MOUNTING KIT. INCLUDES: ANCHOR HARDWARE AND TEMPLATE.	PER CITY OF KETCHUM MAINSTREET STANDARDS	12
SC		BELOW GRADE SILVA CELL S901-05G	A1 / L-501	78
TG		TREE GRATE	B3 / L-501	6

PLANTING AREAS QUANTITIES BY LOCATION	
LOCATION	QTY
MAIN ST	1,816 SF
SERENADE LN	18,058 SF
	19,874 SF





2 KETCHUM SIGN
1" = 20'-0"

0' 10' 20' 40'

PLAN NORTH

1 SERENADE LANE - LAYOUT AND MATERIALS PLAN
1" = 20'-0"

0' 10' 20' 40'

PLAN NORTH

REVISIONS			
NO.	DATE	BY	DESCRIPTION

DESIGNED

DESIGN CHECKED

DETAILED

DRAWING CHECKED

SCALES SHOWN ARE FOR 22" X 34" PRINTS ONLY

CAD FILE NAME

DRAWING DATE
05/26/2026

IDAHO TRANSPORTATION DEPARTMENT

GGLO

PROJECT NO.
2024088

SOUTH OF TOWN
LAYOUT AND MATERIALS PLAN

ENGLISH

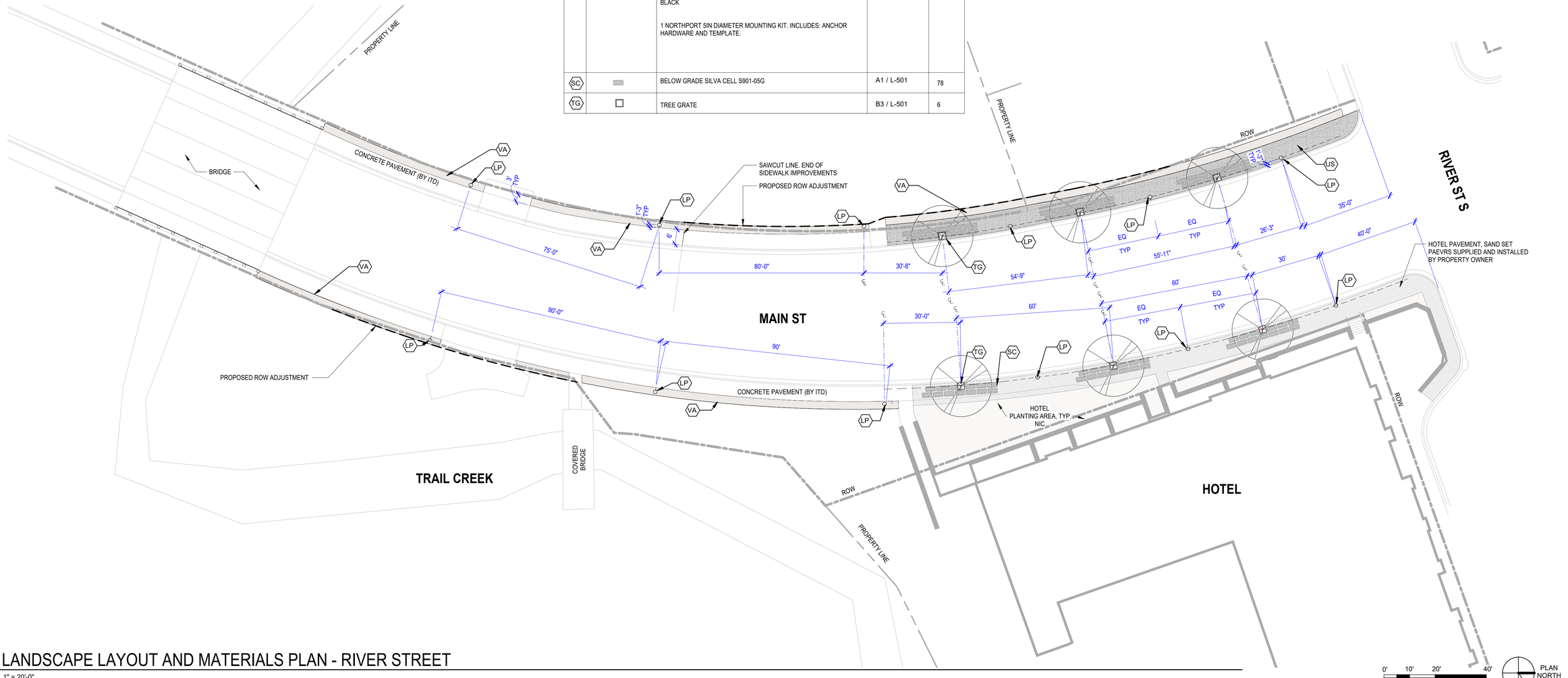
COUNTY
BLAINE

KEY NUMBER
22210

SHEET
2 OF 8

LAYOUT AND MATERIALS LEGEND

TAG	VISUAL	DESCRIPTION	DETAIL	QTY
VA		PLANTING AREA	7 / L-551	22,375 SF
US		SAND SET PAVERS	PER CITY OF KETCHUM MAINSTREET STANDARDS	1,500 SF
GW		ORNAMENTAL FENCE - ADD ALT 1	B1 / L-501	550 LF
LP		DR999-06005-01: NORTHPORT AREA LIGHT SINGLE POST-TOP 2700K, 50% OUTPUT, TYPE 3, FROSTED LENS, CENTER ELEMENT 20K, NO TWIST LOCK. POWDERCOAT COLOR: MATTE BLACK 1 DR999-06005: NORTHPORT AREA LIGHT POLE, SINGLE POST-TOP, 15(I LENS HT, 1205" POLE HT, 5" DIAMETER, GFCI W/ IN-USE CVR, 2 UPPER PLNTR/BNNRS, 2 LOWER BNNR ARMS, (2) 1/2" HOLES. INCLUDES ANCHOR KITS AND BASE COVER. POWDERCOAT COLOR: MATTE BLACK 1 NORTHPORT 5IN POLE BASE COVER KIT. INCLUDES: BASE COVER ASSEMBLY AND HARDWARE PACK FOR (1) 5 INCH NORTHPORT POLE. POWDERCOAT COLOR: MATTE BLACK 1 NORTHPORT 5IN DIAMETER MOUNTING KIT. INCLUDES: ANCHOR HARDWARE AND TEMPLATE.	PER CITY OF KETCHUM MAINSTREET STANDARDS	12
SC		BELOW GRADE SILVA CELL S901-05G	A1 / L-501	78
TG		TREE GRATE	B3 / L-501	6



1 LANDSCAPE LAYOUT AND MATERIALS PLAN - RIVER STREET

1" = 20'-0"

REVISIONS			
NO.	DATE	BY	DESCRIPTION

DESIGNED		SCALES SHOWN ARE FOR 22" X 34" PRINTS ONLY	
DESIGN CHECKED			
DETAILED		CAD FILE NAME	
DRAWING CHECKED		DRAWING DATE	05/26/2026

IDAHO TRANSPORTATION DEPARTMENT

GGLO

PROJECT NO. **2024088**

SOUTH OF TOWN
LAYOUT AND MATERIALS PLAN

ENGLISH

COUNTY: BLAINE

KEY NUMBER: 22210

SHEET: 3 OF 8

DEDCIDUOUS TREE LEGEND

TAG	BOTANICAL NAME	COMMON NAME	CAL.	CONT.	REMARKS
SVRM	ACER RUBRUM 'SUN VALLEY'	SUN VALLEY RED MAPLE	2 1/2"	AIR POT	FURNISHED AND INSTALLED BY OWNER
PTQA	POPULUS TREMULOIDES	QUAKING ASPEN	0"	B&B	Quaking Aspen Mix (25% each), Multi-Stem 14'-16', Single Stem 2", Single Stem 3", Single Stem 4"

EVERGREEN TREES LEGEND

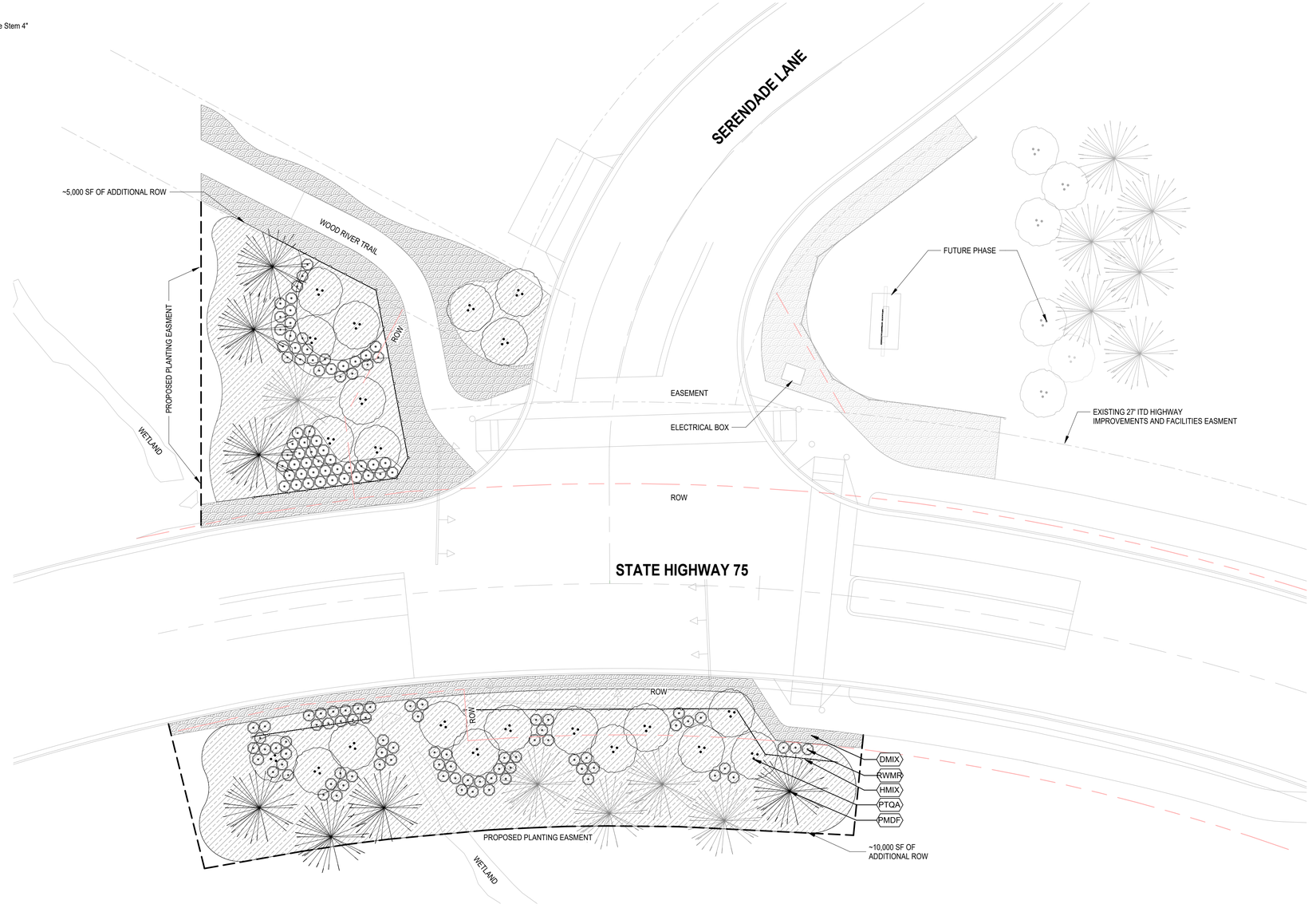
TAG	BOTANICAL NAME	COMMON NAME	MIN. HT	CONT.	REMARKS
PMDF	PSEUDOTSUGA MENZIESII	DOUGLAS FIR	14'-0"	B&B	

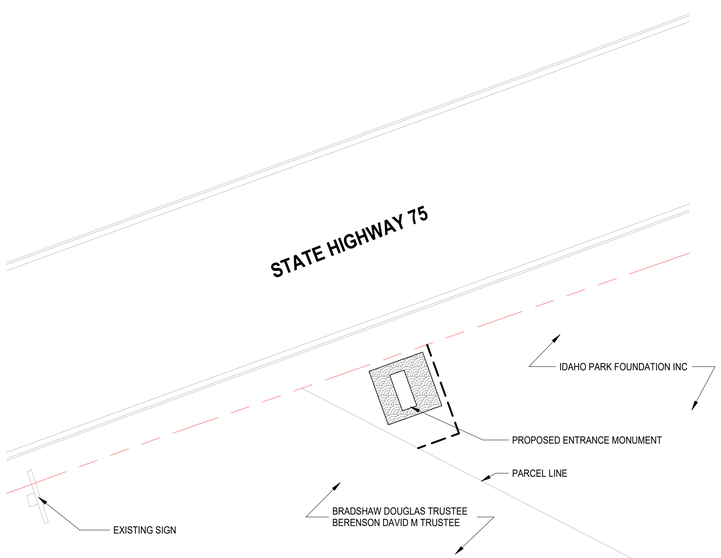
SHRUBS AND PERENNIALS LEGEND

TAG	COMMON NAME
FERG	FEATHER REED GRASS
DMIX	MIX 1
HMIX	MIX 2 - HYDROSEED

MIX 1
ACHILLEA MILLEFOLIUM 'NEW VINTAGE WHITE'/NEW VINTAGE WHITE YARROW
DESCHAMNPSIA CESPITOSA/TUFTED HAIRGRASS
FESTUCA IDAHOENSIS 'SISKIYOU BLUE'/IDAHO FESCUE
HELIANTHUS ANNUUS/IDAHO SUNFLOWER
LINUM LEWISII/BLUE FLAX
LUPINUS SERICEUS/SILKY LUPINE
LUPINUS X 'RUSSELL HYBRID'/RUSSELL HYBRID LUPINE'
SCHIZACHYRIUM SCOPARIUM 'THE BLUES'/LITTLE BLUESTEM

MIX 2 (HYDROSEED)
DELPHINIUM OCCIDENTALE/ TALL WESTERN LARKSPUR
DESCHAMNPSIA CESPITOSA/TUFTED HAIRGRASS
FESTUCA IDAHOENSIS/IDAHO FESCUE
KOELERIA MACRANTHA/PRAIRIE JUNEGRASS
PSEUDOROEGNERIA SPICATA/BLUEBUNCH WHEATGRASS





2 KETCHUM SIGN - PLANTING PLAN
1" = 20'-0"

0' 10' 20' 40'

PLAN NORTH

1 SERENADE LANE - PLANTING PLAN
1" = 20'-0"

0' 10' 20' 40'

PLAN NORTH

REVISIONS			
NO.	DATE	BY	DESCRIPTION

DESIGNED
DESIGN CHECKED
DETAILED
DRAWING CHECKED

SCALES SHOWN ARE FOR 22" X 34" PRINTS ONLY

CAD FILE NAME

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05/26/2026

IDAHO TRANSPORTATION DEPARTMENT

GGLO

PROJECT NO.
2024088

SOUTH OF TOWN PLANTING PLAN

ENGLISH

COUNTY
BLAINE

KEY NUMBER
22210

SHEET
4 OF 8

DEDCIDUOUS TREE LEGEND

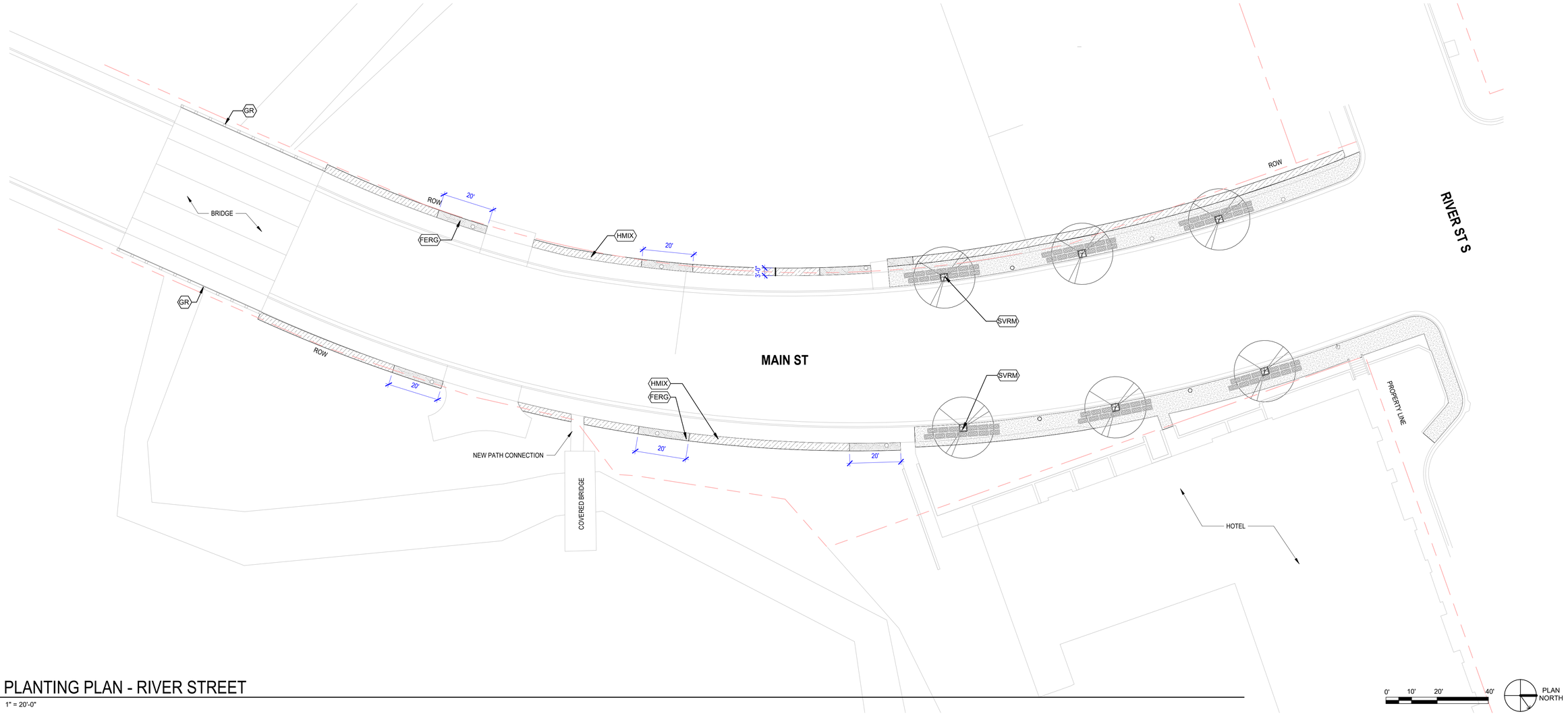
TAG	BOTANICAL NAME	COMMON NAME	CAL.	CONT.	REMARKS
SVRM	ACER RUBRUM 'SUN VALLEY'	SUN VALLEY RED MAPLE	2 1/2"	AIR POT	FURNISHED AND INSTALLED BY OWNER
PTQA	POPULUS TREMULOIDES	QUAKING ASPEN	0"	B&B	Quaking Aspen Mix (25% each), Multi-Stem 14'-16', Single Stem 2", Single Stem 3", Single Stem 4"

EVERGREEN TREES LEGEND

TAG	BOTANICAL NAME	COMMON NAME	MIN. HT	CONT.	REMARKS
PMDF	PSEUDOTSUGA MENZIESII	DOUGLAS FIR	14'-0"	B&B	

SHRUBS AND PERENNIALS LEGEND

TAG	COMMON NAME
FERG	FEATHER REED GRASS
DMIX	MIX 1
HMIX	MIX 2 - HYDROSEED



1 PLANTING PLAN - RIVER STREET

1" = 20'-0"

0' 10' 20' 40'

PLAN NORTH

REVISIONS			
NO.	DATE	BY	DESCRIPTION

DESIGNED

DESIGN CHECKED

DETAILED

DRAWING CHECKED

SCALES SHOWN ARE FOR 22" X 34" PRINTS ONLY

CAD FILE NAME

DRAWING DATE 05/26/2026

IDAHO TRANSPORTATION DEPARTMENT

GGLO

PROJECT NO. 2024088

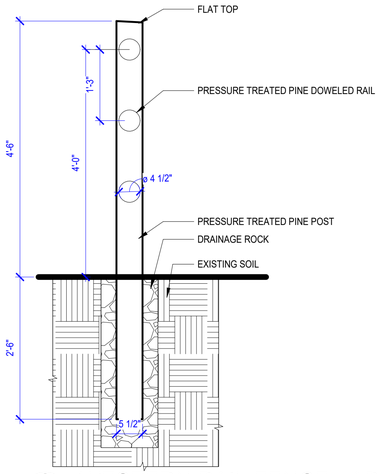
SOUTH OF TOWN PLANTING PLAN

ENGLISH

COUNTY BLAINE

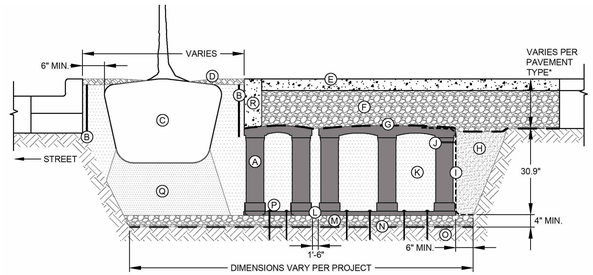
KEY NUMBER 22210

SHEET 5 OF 8



B1 WESTERN RAIL FENCE - ADD ALT 1

3/4" = 1'-0"



MODULAR SUSPENDED PAVEMENT SYSTEM

KEY PLAN:

A. SILVA CELL SYSTEM (DECK, BASE, AND POSTS) OR APPROVED EQUAL.
B. DEEPROOT ROOT BARRIER, 12" OR 18", DEPTH DETERMINED BY THICKNESS OF PAVEMENT SECTION, INSTALL DIRECTLY ADJACENT TO CONCRETE EDGE RESTRAINT. PREVENTS ROOTS FROM DISTURBING PAVEMENT.
C. TREE ROOT PACKAGE, SIZE VARIES
D. TREE OPENING TREATMENT, PER PROJECT SPECIFICATIONS
E. SURFACE TREATMENT, PER PROJECT
F. AGGREGATE BASE COURSE, DEPTH VARIES PER PROJECT
G. GEOTEXTILE TO KEEP AGGREGATE FROM MIGRATING DOWN THROUGH CELL DECK
H. BACKFILL, PER PROJECT SPECIFICATIONS
I. GEOGRID TO PROVIDE FOR VERTICAL SEPARATION BETWEEN PLANTING SOILS AND BACKFILL WHILE ALLOWING ROOT PENETRATION INTO ADJACENT SOILS. 6" (150 mm) TOE (OUTWARD FROM BASE) AND 12" (305 mm) EXCESS (OVER TOP OF DECK).
J. CABLE TIE, ATTACHING GEOGRID TO SILVA CELL AT BASE OF UPPER POST FLARE
K. PLANTING SOIL, PER PROJECT SPECIFICATIONS, COMPACTED TO 70-80% PROCTOR
L. SILVA CELL BASE SLOPE, 10% MAX
M. 4" (100 mm) MIN AGGREGATE SUB BASE, COMPACTED TO 95% PROCTOR
N. GEOTEXTILE, TO PROVIDE SEPARATION BETWEEN SUBGRADE AND AGGREGATE BASE
O. SUBGRADE, COMPACTED TO 95% PROCTOR
P. PIN, PER SILVA CELL SPECIFICATIONS, TO KEEP CELLS IN PLACE DURING CONSTRUCTION
Q. PLANTING SOIL BELOW TREE ROOT PACKAGE, COMPACTED TO 85-90% PROCTOR
R. CONCRETE EDGE RESTRAINT TO STABILIZE EDGE AND PREVENT AGGREGATE MIGRATION INTO TREE OPENING.

*MINIMUM PAVEMENT PROFILE OPTIONS TO MEET H-20 LOADING

PAVEMENT	+ AGGREGATE BASE COURSE
4" CONCRETE	+ 4" AGGREGATE
3" PAVER	+ 12" AGGREGATE
4" ASPHALT	+ 12" AGGREGATE
2.6" PAVER	+ 5" CONCRETE

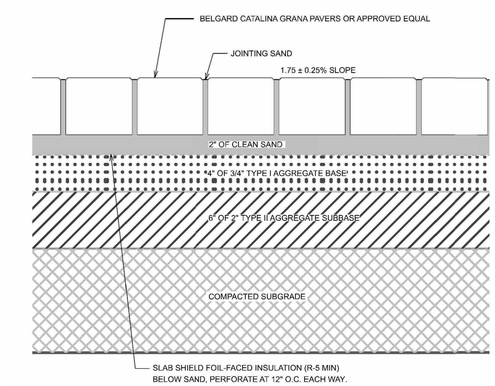
SECTION VIEW

NOTES:

1. EXCAVATION SHALL BE DONE IN ACCORDANCE WITH ALL APPLICABLE HEALTH AND SAFETY REGULATIONS.
2. INSTALLATION TO BE COMPLETED IN ACCORDANCE WITH MANUFACTURER'S SPECIFICATIONS.
3. A PROJECT SPECIFIC DETAIL WILL NEED TO BE PROVIDED TO CITY FOR REVIEW AND APPROVAL.

A1 SILVA CELL DETAIL

3/4" = 1'-0"

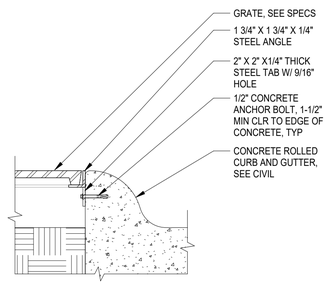


NOTES:

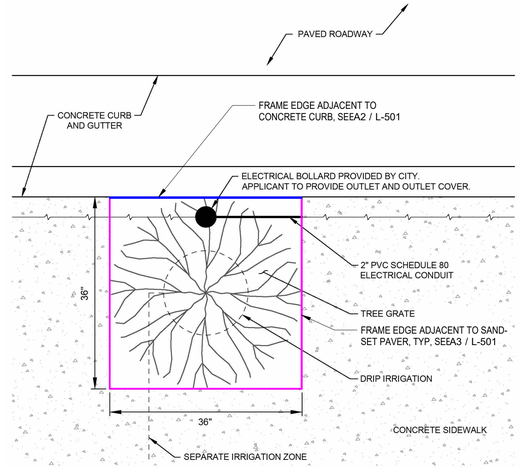
1. POLYMERIC SAND CAN BE USED AT EDGES TO PREVENT WEED, ANT INTERFERENCE.
2. MATERIALS SHALL CONFORM WITH CURRENT ISPWC AND CITY OF KETCHUM STANDARDS.
3. PAVERS INSTALLED ON FOURTH STREET SHALL BE BELLGARD CATALINA GRANA 3-PIECE STONE (12 x 6, 12 x 9, 12 x 12) LARGE UNIT PATTERN B IN THE COLOR VICTORIAN.

B2 SAND-SET PAVER. NIC FOR REFERENCE ONLY

3/4" = 1'-0"



SECTION



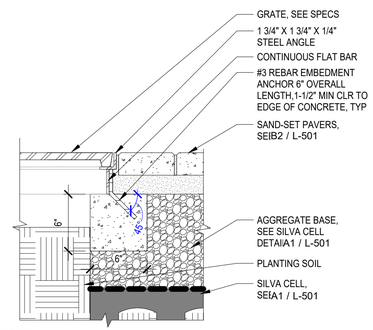
NOTES:

1. TREE TO BE 3" MINIMUM CALIPER AUTUMN BLAZE MAPLE OR APPROVED EQUAL.
2. CITY OF KETCHUM REQUIRES DRIP IRRIGATION TO BE ON A SEPARATE ZONE WITH HUNTER/RAINWISE SMART CLOCK, OR APPROVED EQUAL, FOR REMOTE ACCESS BY CITY. IF AVAILABLE TIE INTO AN EXISTING CITY IRRIGATION LINE.
3. APPLICANT TO CONNECT AND PROVIDE CONDUITS, WIRING, AND SEPARATE CIRCUIT, OR TIE TO A CITY CIRCUIT FOR POWER.
4. NO DIRECT BURIAL WIRE PERMITTED.
5. TREE INSTALLATION TO BE MODULAR SUSPENDED PAVEMENT SYSTEM. SEE TREE WELL SECTION VIEW, DETAIL 2.

PLAN VIEW

B3 TREE GRATE NIC FOR REFERENCE ONLY

3/4" = 1'-0"



SECTION

A2 GRATE FRAME TYPE R NIC FOR REFERENCE ONLY

1 1/2" = 1'-0"

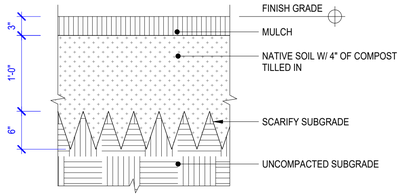
A3 GRATE FRAME TYPE P NIC FOR REFERENCE ONLY

1 1/2" = 1'-0"

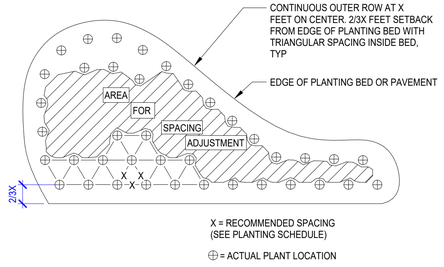
REVISIONS			
NO.	DATE	BY	DESCRIPTION

DESIGNED		SCALES SHOWN ARE FOR 22" X 34" PRINTS ONLY	IDAHO TRANSPORTATION DEPARTMENT
DESIGN CHECKED			
DETAILED	CAD FILE NAME		
DRAWING CHECKED	DRAWING DATE 05/26/2026		GGLO

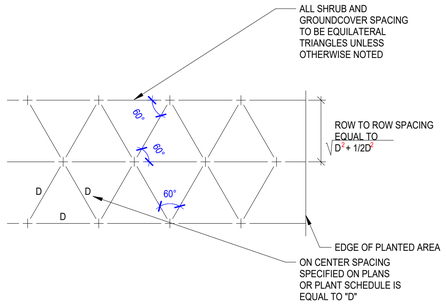
PROJECT NO.	HARDSCAPE DETAILS	
2024088	SOUTH OF TOWN DETAILS	ENGLISH COUNTY BLAINE KEY NUMBER 22210 SHEET 6 OF 8



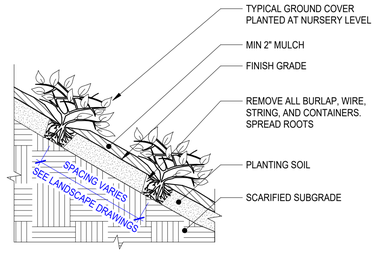
7 SOIL PROFILE AT PLANTING
1" = 1'-0"



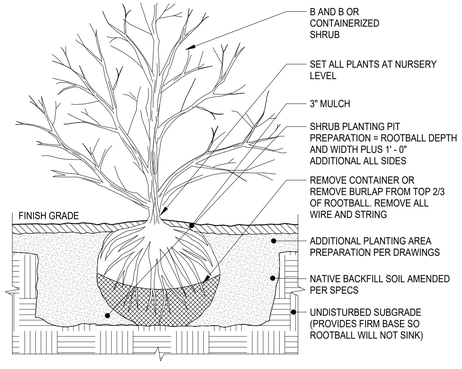
5 TYP PLANTING PATTERN
1 1/2" = 1'-0"



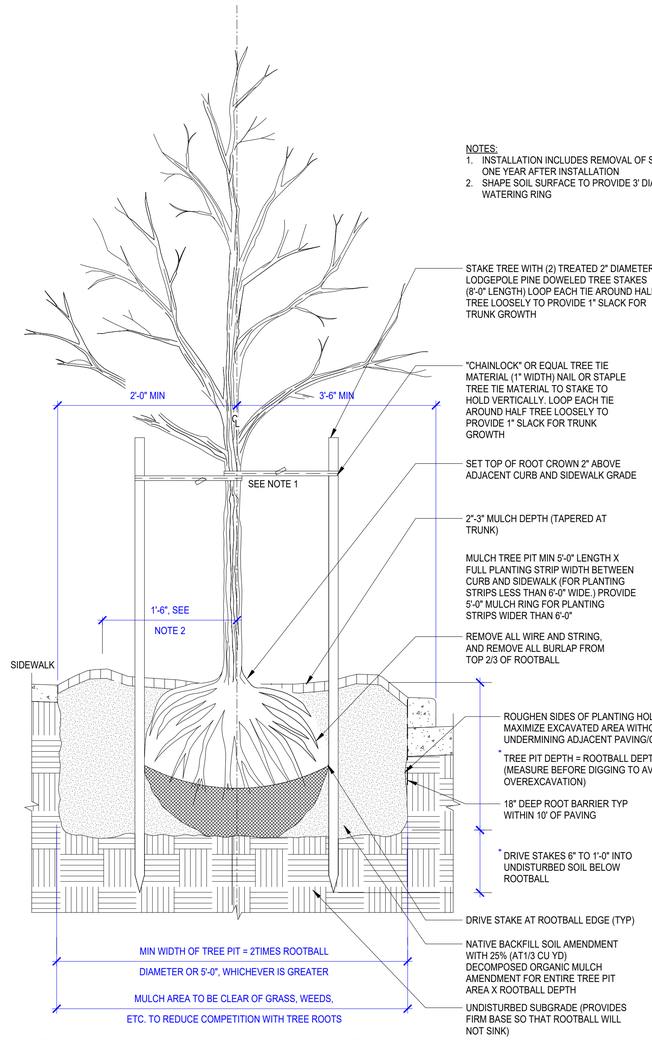
6 TRIANGULAR PLANT SPACING
1/4" = 1'-0"



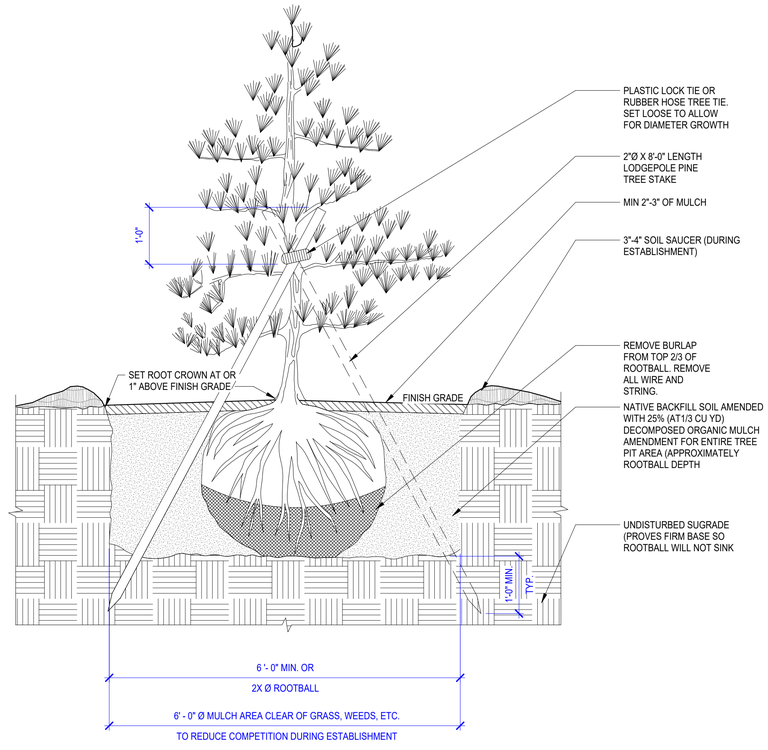
1 GROUND COVER PLANTING
3/4" = 1'-0"



2 SHRUB PLANTING
1" = 1'-0"



3 DECIDUOUS TREE IN PLANTER STRIP
3/4" = 1'-0"



4 CONIFEROUS TREE PLANTING
3/4" = 1'-0"

REVISIONS			
NO.	DATE	BY	DESCRIPTION

DESIGNED		SCALES SHOWN ARE FOR 22" X 34" PRINTS ONLY	IDAHO TRANSPORTATION DEPARTMENT
DESIGN CHECKED			
DETAILED	CAD FILE NAME		GGLO
DRAWING CHECKED	DRAWING DATE 05/26/2026		

PROJECT NO.	PLANTING DETAILS	ENGLISH	
2024088	SOUTH OF TOWN PLANTING DETAILS	COUNTY	BLAINE
		KEY NUMBER	22210
		SHEET	7 OF 8

DESIGN-BUILD IRRIGATION NOTES:

1. ALL PROPOSED PLANTING AREAS WILL BE WATERED WITH A COMPLETE IN-GROUND AUTOMATIC IRRIGATION SYSTEM WITH HEAD-TO-HEAD COVERAGE AND MINIMAL OVERSPRAY ONTO NON-PLANTED SURFACES. A PROGRAMMABLE IRRIGATION CONTROLLER WITH ELECTRICAL AND DATA CONNECTION SHALL BE INSTALLED.
2. THE IRRIGATION DESIGN AND EQUIPMENT SHALL COMPLY WITH ALL APPLICABLE CODES AND STANDARDS. INSTALL BACKFLOW PREVENTION DEVICE AS REQUIRED BY LOCAL CODES AND HEALTH DEPARTMENT REQUIREMENTS.
3. THE IRRIGATION SYSTEM SHALL BE DIVIDED INTO ZONES ORGANIZED BY PLANT TYPE (TREES, SHRUBS AND GROUNDCOVER, TURF, AND PET AREA RINSING), PLANT WATER USE, AND MICROCLIMATE.
4. THE CONTRACTOR SHALL VERIFY WATER PRESSURE AND FLOW PRIOR TO CONSTRUCTION. REPORT INSUFFICIENT MEASURED WATER PRESSURE AND FLOW TO THE LANDSCAPE ARCHITECT.
5. IF SPRAY IRRIGATION IS USED, SHRUB AREAS SHALL USE 12" POP-UPS AND TURF AREAS SHALL USE 6" POP-UPS.
6. FOR DRIPLINE ZONES, USE 3/4-INCH PVC PIPE IN SLEEVES TO CONNECT PLANTING AREAS.
7. DO NOT WILLFULLY INSTALL THE IRRIGATION SYSTEM AS SHOWN ON THE DRAWINGS WHEN IT IS OBVIOUS IN THE FIELD THAT OBSTRUCTIONS, GRADE DIFFERENCES, OR DIFFERENCES THE AREA DIMENSIONS EXIST THAT MIGHT NOT HAVE BEEN CONSIDERED IN THE DESIGN. SUCH OBSTRUCTIONS OR DIFFERENCES SHOULD BE BROUGHT TO THE ATTENTION OF THE LANDSCAPE ARCHITECT. IN THE EVENT THIS NOTIFICATION IS NOT PERFORMED, THE IRRIGATION CONTRACTOR SHALL ASSUME FULL RESPONSIBILITY FOR ANY REVISIONS NECESSARY.
8. WHERE THE FIELD CONDITIONS REQUIRE ADJUSTMENTS, IRRIGATION SHALL BE ADDED OR DELETED IN ACCORDANCE WITH THE IRRIGATION LEGEND OR MANUFACTURER'S SPECIFICATIONS. PIPE SIZING SHALL BE ADJUSTED ACCORDINGLY, AND WATER VELOCITY SHALL NOT EXCEED 5 FEET PER SECOND.
9. THE IRRIGATION CONTRACTOR SHALL FLUSH AND ADJUST ALL LINES FOR OPTIMUM PERFORMANCE.
10. CONTRACTOR SHALL BE RESPONSIBLE FOR SLEEVES, CHASES AND PENETRATIONS UNDER PAVING, THROUGH WALLS, ETC., UNLESS OTHERWISE NOTED PRIOR TO PAVING AND FORMING. SLEEVE MATERIALS SHALL BE APPROPRIATE FOR THEIR CONDITIONS INCLUDING UNDER VEHICULAR TRAFFIC AREAS.
11. COORDINATE ALL BUILDING PENETRATIONS WITH ARCHITECTURAL PLANS AND WATERPROOFING REQUIREMENTS.
12. THE IRRIGATION SYSTEM IS DESIGNED TO BE WINTERIZED THROUGH THE DRAIN VALVE AT THE POINT OF CONNECTION. COMPRESSED AIR CAN ALSO BE USED THROUGH THE QUICK COUPLER VALVE AT THE POINT OF CONNECTION TO BLOW-OUT THE SPRINKLER ZONE.
13. SHUT-OFF VALVES SHALL BE INSTALLED ON THE MAINLINE TO ISOLATE THE IRRIGATION SYSTEM IN THE ROW. ALL IRRIGATION IN THE ROW SHALL BE ON ZONES/VALVES SEPARATE FROM ON-SITE IRRIGATION.

PLANT SCHEDULE

EVERGREEN TREES

QTY.	TAG	BOTANICAL NAME	COMMON NAME	MIN. HT	CONT.	REMARKS
12	PMDF	PSEUDOTSUGA MENZIESII	DOUGLAS FIR	14'-0"	B&B	

DECIDUOUS TREES

QTY.	TAG	BOTANICAL NAME	COMMON NAME	CAL.	CONT.	REMARKS
6	SVRM	ACER RUBRUM 'SUN VALLEY'	SUN VALLEY RED MAPLE	2 1/2"	AIR POT	FURNISHED AND INSTALLED BY OWNER
21	PTQA	POPULUS TREMULOIDES	QUAKING ASPEN	0"	B&B	Quaking Aspen Mix (25% each), Multi-Stem 14'-16', Single Stem 2", Single Stem 3", Single Stem 4"

SHRUBS

QTY.	TAG	BOTANICAL NAME	COMMON NAME	SIZE	REMARKS
135	RWMR	ROSA WOODSII	MOUNTAIN ROSE	1 GAL	

PLANT MIXES

QTY	TAG	AREA	COMMON NAME	SIZE	SPACING	REMARKS
585	DMIX	4,560 SF	MIX 1	1 GAL	3'-0"	
0	HMIX	15,109 SF	MIX 2 - HYDROSEED		0"	HYDROSEED
50	FERG	390 SF	FEATHER REED GRASS	1 GAL	3'-0"	

MIX 1 50% GRASSES
15% - ACHILLEA MILLEFOLIUM 'NEW VINTAGE WHITE'/NEW VINTAGE WHITE YARROW
15% - DESCHAMNPSIA CESPITOSA/TUFTED HAIRGRASS
15% - FESTUCA IDAHOENSIS 'SISKIYOU BLUE'/IDAHO FESCUE
10% - HELIANTHUS ANNUUS/IDAHO SUNFLOWER
15% - LINUM LEWISII/BLUE FLAX
10% - LUPINUS SERICEUS/SILKY LUPINE
5% - LUPINUS X 'RUSSELL HYBRID'/RUSSELL HYBRID LUPINE'
15% - SCHIZACHYRIUM SCOPARIUM 'THE BLUES'/LITTLE BLUESTEM

MIX 2 (HYDROSEED)
30% - DELPHINIUM OCCIDENTALE/ TALL WESTERN LARKSPUR
15% - DESCHAMNPSIA CESPITOSA/TUFTED HAIRGRASS
20% - FESTUCA IDAHOENSIS/IDAHO FESCUE
20% - KOELERIA MACRANTHA/PRAIRIE JUNEGRASS
15% - PSEUDOROEGNERIA SPICATA/BLUEBUNCH WHEATGRASS

REVISIONS			
NO.	DATE	BY	DESCRIPTION

DESIGNED
DESIGN CHECKED
DETAILED
DRAWING CHECKED

SCALES SHOWN ARE FOR 22" X 34" PRINTS ONLY

CAD FILE NAME
DRAWING DATE 05/26/2026

IDAHO TRANSPORTATION DEPARTMENT

GGLO

PROJECT NO. 2024088

SOUTH OF TOWN
PLANTING SCHEDULE AND IRRIGATION NOTES

ENGLISH
COUNTY BLAINE
KEY NUMBER 22210
SHEET 8 OF 8

EXHIBIT E
Legal Description

[to be inserted]

City of Ketchum

CITY COUNCIL MEETING AGENDA MEMO

Meeting Date:	July 9, 2026	Staff Member/Dept:	Ben Whipple/Administration

Agenda Item: Recommendation to approve 3-year Lease Agreement with the Environmental Resource Center for a City-owned building located at Forest Service Park.

Recommended Motion:

"I approve Lease Agreement #27022 with the Environmental Resource Center and authorize the Mayor to sign agreement."

Reasons for Recommendation:

- Staff proposes a 3-year lease agreement with the Environmental Resource Center (ERC) at a monthly rent of $200 plus a monthly utility reimbursement of $175.
- The lease supports the City's partnership with the ERC by providing a permanent location for environmental education, youth programming, visitor engagement, and other community services that align with the City's goals.
- Bicycle valet and recycling services at City-sponsored events are not included as consideration for the reduced rental rate and will be compensated on a per-event basis.
- The Council approved Memorandum of Understanding clearly identifies the responsibilities of the City and the ERC for operation and maintenance of the facility and surrounding park.
- The lease activates an underutilized public facility with consistent programming, public access, and activities that benefit residents and visitors.
- The proposed lease amount is based on the estimated market rental value of the building and the value of the operational services provided by the ERC. The value of the operational services exceeds the value of the rental subsidy as referenced in the attached Market/Reduced Rate Comparison. In addition to supporting the City's goals and activation of Forest Service Park, these services reduce the need for City staff time and contracted services, resulting in an overall net benefit to the City.

Sustainability Impact:

None OR state impact here: The proposed lease supports the City's sustainability objectives by expanding environmental education, fostering community stewardship, encouraging sustainable practices, and activating Forest Service Park through year-round programming and operational partnerships that benefit residents and visitors.

Financial Impact:

None OR Adequate funds exist in account:	Reduction of City-costs associated with maintenance of Forest Service Park.

Attachments:

1. Market/Reduce Rate Comparison 2. Agreement #27022	

Market/Reduced Rate Comparison

Estimated Market Rent:	$18,000
Annual Lease Revenue ($200/mo.):	$ 2,400
Annual Rent Subsidy:	$15,600
Estimated Value of Operational Services by ERC:	$28,500*
Daily oversight of park cleanliness, including dog waste and trash	$ 5,000
Daily restroom inspection for cleanliness and supplies	$ 2,500
Snow and ice removal at building entrance	$ 1,000
Interior building cleanliness, including restroom	$ 5,000
Environmental & youth education programming	$15,000
Visitor engagement and public presence	*salaried employee
Net City Benefit:	($12,900*)

LEASE AGREEMENT #27022

THIS LEASE AGREEMENT ("Lease") is entered into effect this 1st day of December, 2026 by and between the City of Ketchum, an Idaho political subdivision located in Blaine County, Idaho ("Landlord") and the Environmental Resource Center an Idaho non-profit corporation ("Tenant"). Landlord and Tenant may be referred to collectively as the "Parties."

The City recognizes the public benefit provided by the Environmental Resource Center through environmental education, youth programming, stewardship activities, and visitor engagement. The Parties desire to facilitate these activities at Forest Service Park through a reduced-rate lease arrangement and continued partnership.

This Lease is intended to work in conjunction with the Memorandum of Understanding between the City of Ketchum and the Environmental Resource Center concerning operations and services at Forest Service Park. In the event of a conflict between the Lease and the Memorandum of Understanding, the terms of this Lease shall control with respect to tenancy, occupancy, insurance, and legal obligations.

1. Basic Lease Provisions. For purposes of this Lease, the following terms have the following definitions and meanings:

1.1 **Landlord's Address** (for notices): P.O. Box 2315, Ketchum, ID 83340

1.2 **Tenant's Address** (for notices): P.O. Box 819, Ketchum, ID 83340

1.3 **Premises:** The building is located in the northeast corner of Forest Service Park, 131 East River Street, Ketchum, Idaho.

1.4 **Term:** Three (3) years, with two one (1)-year options, commencing December 1, 2026 ("Commencement Date"), the initial lease year ending September 30, 2027, and subsequent years commencing on October 1.

1.5 **Commencement Date :** December 1, 2026.

1.6 **Expiration Date:** September 30, 2029 (of first term).

1.7 **Rent and Utility Fee:** Tenant shall pay monthly rent in the amount of Two Hundred Dollars ($200.00) and a monthly utility reimbursement fee in the amount of One Hundred, Seventy-Five Dollars ($175.00) per month. The utility reimbursement fee is intended to reimburse Landlord for electrical, natural gas, water, and wastewater services

provided to the Premises. The City may review and adjust the fee annually upon thirty (30) days written notice.

1.8 **Security Deposit:** None.

1.9 **Permitted Use:** Operation of environmental education programs, youth programming, visitor information services, recycling education, community engagement activities, administrative offices, and related nonprofit activities consistent with the mission of the Environmental Resource Center.

1.10 **Termination:** Landlord retains the right to terminate Lease, by providing Tenant with six (6) month's written notice. Landlord stipulates that it does not intend to terminate this Lease, other than for Tenant's non-performance or breach.

1.11 **Utilities:** Tenant shall reimburse Landlord through the monthly utility reimbursement fee identified in Section 1.7.

1.12 **Exhibit:** The Exhibit attached to this Lease are incorporated herein by this reference.

1.13 **Defined Terms:** The headings provided in this Section I in bold print are used in this Lease as defined terms.

Section 1 represents a summary of the basic terms and definitions of this Lease. In the event of any inconsistency between the terms contained in this Section 1 and any specific provision of this Lease, the terms of the more specific provision shall prevail.

2. Premises. In consideration of the monthly payment of rent and utility reimbursement and the performance of the covenants and agreements hereinafter set forth, Landlord hereby leases to Tenant and Tenant hereby leases from Landlord the Premises, together with and subject to all conditions, restrictions, obligations, rights, privileges, easements and appurtenances thereto for the Building as have been executed by Landlord, and which cover the Premises.

3. Rent and Utility Reimbursement.

3.1 Rent and Utility Reimbursement. Beginning on the Commencement Date, Tenant shall pay monthly rent of Two Hundred Dollars ($200.00) and a monthly utility reimbursement fee of One Hundred Seventy-Five Dollars ($175.00), for a total monthly payment of Three Hundred Seventy-Five Dollars ($375.00). Payments shall be due on the first day of each month and shall be delivered to Landlord at the address designated in Section 1.1. Any partial month shall be prorated.

3.2 Term. The Term shall be for the period designated in Section 1.4. Tenant shall be entitled to renew the Lease for two additional one-year terms. In order to exercise such option, Tenant shall provide written notice of Tenant's intention to exercise such option to Landlord at least 180 days prior to the expiration of the Term.

3.3 Consideration. The Parties acknowledge that the rent established under this Lease is below the estimated fair market rental value of the Premises. The reduced rental rate reflects the public benefit provided by Tenant through environmental education, visitor engagement, youth programming, stewardship activities, and operational support services at Forest Service Park as described in the Memorandum of Understanding (Exhibit A).

The Parties further acknowledge that Tenant's operational responsibilities, including daily park oversight, restroom monitoring, snow removal at building entrances, routine building stewardship, reporting maintenance issues, and other services identified in the Memorandum of Understanding, provide measurable value to the City that offsets a portion of the market rental value of the Premises.

Nothing in this Lease shall require Tenant to provide bicycle valet or recycling collection services at City-sponsored events without separate authorization by the City. If requested by the City, such services shall be compensated at Tenant's customary rates and are not included as consideration for the reduced rental rate under this Lease.

4. Uses.

4.1 General Use. The Premises shall be used solely for the Permitted Use described in Section 1.9 and for activities reasonably incidental thereto, unless otherwise approved in writing by Landlord.

Tenant shall operate the Premises in a safe, orderly, and lawful manner and shall comply with all applicable federal, state, and local laws, ordinances, rules, and regulations. Tenant shall not create or permit any nuisance or activity that unreasonably interferes with the public's use and enjoyment of Forest Service Park or adjoining properties.

4.2 Hazardous Materials. Tenant shall not use, store, or dispose of any hazardous materials on the Premises except in quantities and manners customarily associated with normal office and educational uses and in compliance with all applicable laws. Tenant shall promptly notify Landlord of any release of hazardous materials and shall be responsible for any contamination caused by Tenant.

4.3 Insurance Risks. Tenant shall not use the Premises in any manner that would increase Landlord's insurance premiums or invalidate any insurance maintained by

Landlord. Tenant shall comply with all reasonable fire and life-safety requirements applicable to the Premises.

4.4 Relationship to Memorandum of Understanding. Tenant acknowledges that the Parties have entered into an MOU describing the operational services and public programming to be provided by Tenant at Forest Service Park. Tenant agrees to use reasonable efforts to perform the services described in the MOU throughout the Term of this Lease.

The Parties acknowledge that the MOU may be amended from time to time by mutual written agreement without requiring amendment of this Lease, provided such amendments do not materially alter the tenancy established herein.

4.5 Fee-Based Services. Tenant may provide recycling collection services, recycling education services, bicycle valet services, and similar services during City-sponsored events. Unless otherwise agreed in writing, Tenant may charge its customary rates for such services. The City shall not be obligated to utilize or compensate Tenant for such services unless specifically requested by the City.

5. Personal Property Taxes. Tenant shall pay, prior to delinquency, all taxes and assessments payable with respect to all Property of Tenant located on the Premises. "Property of Tenant" shall mean and include all personal property of Tenant including inventory, equipment, floor, ceiling and wall coverings, furniture and trade fixtures kept or used on or installed in the Premises and any improvements to the Premises that are owned by and separately assessed to Tenant.

6. Assignment and Subletting. Tenant shall not, without first obtaining Landlord's written consent: (I) sell, assign, mortgage, or transfer this Lease (or any interest therein); (2) sublease all or any portion of the Premises; or (3) allow the use or occupancy of the Premises by anyone other than Tenant. No assignment or sublease shall relieve Tenant of any liability under this Lease. Landlord's consent to any assignment or sublease shall not operate as a waiver of the necessity for consent to any subsequent assignment or sublease.

7. Care of Premises. Subject to the terms of Section 10, Tenant shall keep the Premises in a neat, clean and sanitary condition, consistent with its use as a public-serving educational facility and shall at all times preserve them in good condition and repair, ordinary wear and tear excepted. If Tenant shall fail to do so, Landlord may at its option place the Premises into said condition and state of repair, and in such case Tenant on demand shall pay or reimburse Landlord for the costs thereof.

8. Surrender of Premises; Removal of Property. Subject to the terms of Section 12, upon expiration or termination of the Lease Term, whether by lapse of time or otherwise (including any holdover period), Tenant at its expense shall: (1) remove Tenant's goods and effects and those of all persons claiming under Tenant; (2) remove any and all improvements and fixtures installed by Tenant (subject to the terms of 9.3); (3) repair and restore the Premises to a condition as good as received by Tenant from Landlord or as thereafter improved by either Tenant or Landlord, reasonable wear and tear excepted; and (4) promptly and peacefully surrender the Premises.

Fixtures shall be defined as anything affixed to real property when it is attached to it by roots, embedded in it, permanently resting upon it, or permanently attached to what is thus permanent, as by means of cement, plaster, nails, bolts, or screws, and may include trade fixtures. Improvement means a permanent addition to or betterment of real property that enhances its capital value and that involves the expenditure of labor or money and is designed to make the property more useful or valuable as distinguished from ordinary repairs.

Any property left on the Premises after the expiration or termination of the Lease Term shall be deemed to have been abandoned and to have become the property of Landlord to dispose of as Landlord deems expedient. Tenant shall be liable for all costs associated with the disposal of such property. Tenant hereby waives all claims for damages that may be caused by Landlord's reentering and taking possession of the Premises or removing and storing Tenant's property as herein provided, and Tenant shall indemnify and hold harmless Landlord therefrom. No such reentry shall be considered or construed to be a forcible entry.

9. Condition of Premises; Alterations.

9.1 Conditions of Premises. Tenant accepts the Premises in its existing "as-is" condition and acknowledges that it has inspected the Premises and determined them to be suitable for Tenant's intended use.

9.2 Tenant Improvements. Tenant may make non-structural improvements, including painting, patching, shelving, and similar minor improvements, with prior written approval of Landlord. Structural alterations or modifications affecting building systems shall require prior written approval by Landlord and all applicable permits. Any alterations to the exterior or windows require prior City approval and any required approvals from the Ketchum Historic Preservation Commission and any other agency having jurisdiction.

9.3 Ownership of Improvements. Unless otherwise agreed in writing, all permanent improvements shall become the property of Landlord upon installation.

10. Services and Maintenance.

10.1 Basic Services. Tenant shall be responsible for any special mechanical, electrical or other requirements for approved alterations. Landlord shall not be liable for any loss or damage caused by or resulting from any variation, interruption or failure of such services unless caused by the willful misconduct of Landlord, and no temporary interruption or failure of such services incident to the making of repairs, alterations or improvements or due to accident or strike conditions shall be deemed an eviction of Tenant or relieve Tenant from any of Tenant's obligations hereunder.

10.2 Maintenance. Tenant shall repair and maintain in good condition and repair, the Premises, and any and all appurtenances thereto, during the term of this Lease.

10.3 Landlord's Obligations. Landlord shall maintain the structural components of the building, including the roof, foundation, exterior walls, major plumbing systems, electrical systems, and mechanical systems serving the Premises. Tenant shall maintain the interior of the Premises in a clean, safe, and sanitary condition and shall perform the routine operational duties identified in the MOU. Tenant shall promptly notify Landlord of any maintenance or repair issues requiring City attention.

11. Entry and Inspection. Landlord, upon reasonable notice to Tenant (and at any time in case of emergency), may enter the Premises for the purpose of inspection, cleaning, repairing, altering or improving the Premises or the Building subject to Tenant's reasonable security requirements.

12. Damage or Destruction.

12.1 Damage and Repair. In case of damage to the Premises or the Building by fire or other casualty, Tenant immediately shall notify Landlord. If the Building is damaged by fire or any other cause to such extent that the Landlord elects not to repair such damage and restore the Building, then Landlord no later than the sixtieth (60th) day following the damage may give Tenant a notice of election to terminate this Lease. In the event of such election this Lease shall be deemed to terminate on the third (3rd) day after the giving of such notice, and Tenant shall surrender possession of the Premises within a reasonable time thereafter, and the Rent shall be apportioned as of the date of Tenant's surrender and any Rent paid for any period beyond such date shall be repaid to Tenant.

If the Landlord elects to repair such damage and restore the Building and does so with reasonable promptness, Tenant shall have no right to terminate this Lease. To the extent that the Premises are rendered untenantable, Rent shall proportionally abate during the period of such untenantability, unless such damage resulted from or was contributed to directly or indirectly by the act, fault or neglect of Tenant, Tenant's officers, contractors,

subcontractors, agents, employees, invitees or licensees. Notwithstanding the foregoing, in the event of damage to the Premises or the Building which is not repaired by Landlord within ninety (90) days following said damage, Tenant shall have the option to terminate the Lease, and upon said termination, the Lease shall be of no further force and effect, and the Tenant shall have no further obligations hereunder.

12.2 Business Interruption; Property of Tenant. No damages, compensation or claims shall be payable by Landlord for inconvenience, loss of business or annoyance arising from any repair or restoration of any portion of the Premises or the Building. Landlord will not carry insurance of any kind on the Premises or any property of Tenant, including inventory, equipment, floor, ceiling and wall coverings, furniture and trade fixtures, and any improvements to the Premises that are paid for by Tenant and Landlord shall not be obligated to repair any damage thereto or replace the same.

13. Indemnification and Waiver of Liability. Tenant shall indemnify, hold harmless and defend Landlord from and against all liabilities, damages, suits, obligations, fines, losses, claims, actions, judgments, penalties, charges, costs, or expenses, including, without limitation, attorneys' and other professional fees and disbursements, in conjunction with any loss of life, personal injury and/or property damage arising out of or relating to the ownership, occupancy or use of any part of the Premises or the Building occasioned wholly or in part by any act or omission of Tenant or its officers, contractors, subcontractors, licensees, agents, servants, employees, guests, invitees or visitors, or any assignee or sublessee or any other party for whom Landlord or Tenant would otherwise be liable. Landlord shall not be liable for any loss or damage to persons or property sustained by Tenant or other persons, which may be caused by theft, or by any act or neglect of any tenant or occupant of the Building or any other third parties, or Landlord, except for Landlord's willful misconduct or gross negligence.

14. Insurance.

14.1 Tenant Insurance. Tenant shall maintain Commercial General Liability Insurance with limits of not less than $1,000,000 per occurrence and $2,000,000 aggregate, naming the City of Ketchum as an additional insured. Tenant shall also maintain workers' compensation insurance as required by Idaho law for any employees.

14.2 Proof of Insurance. Prior to occupancy, Tenant shall provide certificates of insurance to Landlord and shall provide updated certificates upon renewal of coverage.

14.3 Landlord Insurance. Landlord shall maintain insurance on the building and other insurance customarily maintained by the City for its municipal facilities. Tenant

acknowledges that Landlord's insurance does not insure Tenant's personal property or equipment.

15. Signs. Tenant shall not place on the exterior of the Premises or the Building or on any part of the interior of the Premises visible from the exterior thereof, any sign or advertising matter without the prior written consent of Landlord and shall comply with all signage standards and restrictions set by the City of Ketchum.

16. Condemnation.

16.1 Entire Taking. If all or substantially all of the Premises are acquired by eminent domain or conveyance in lieu thereof, this Lease shall terminate on the date title vests in the condemning authority. Rent and utility reimbursement shall be prorated to the date of termination.

16.2 Partial Taking. If only a portion of the Premises is acquired and the remaining Premises can reasonably continue to be used for the Permitted Use, this Lease shall remain in effect and the Parties shall equitably adjust the rent, utility reimbursement, or both, as appropriate. If the remaining Premises cannot reasonably be used for the Permitted Use, either Party may terminate this Lease upon thirty (30) days' written notice.

16.3 Awards and Damages. Landlord shall be entitled to any award for the value of the Premises. Tenant may pursue a separate claim against the condemning authority for relocation expenses, business interruption, or loss of Tenant-owned personal property, to the extent permitted by law.

17. Default; Remedies.

17.1 Events of Default. Each of the following shall be deemed a default by Tenant and a material breach of this Lease:

17.1.1 Failure by Tenant to pay when due any Rent hereunder if such failure shall continue for a period of ten (I 0) days after the delivery to Tenant of written notice of such failure; or

17.1.2 Failure by Tenant to perform or observe any of the other terms, covenants, conditions, agreements or provisions of this Lease if such failure shall continue for a period of thirty (30) days after Landlord has delivered to Tenant written notice listing the reasons for Tenant's default; provided that in the event the alleged default cannot reasonably be cured within such period, to commence action and proceed diligently to cure such alleged default; or

17.1.3 Any misrepresentation or material omission of information made by Tenant orally to Landlord or in any documents or other materials provided by Tenant to Landlord in connection with this Lease; or

17.2 Landlord Remedies for Tenant Default. If any default occurs hereunder, Landlord may, at any time thereafter and without waiving any other rights hereunder, do one or more of the following:

17.2.1 Terminate this Lease, by written notice on the earliest date permitted by law or on any later date specified in such notice, in which case Tenant's right to possession of the Premises will cease and this Lease will be terminated, except as to Tenant's liability;

17.2.2 Without further demand or notice, reenter and take possession of the Premises or any part of the Premises, repossess the same, expel Tenant and those claiming through or under Tenant, and remove the effects of both or either, using such force for such purposes as may be necessary, without being liable for prosecution, damage or otherwise and without being deemed guilty of any manner of trespass, and without prejudice to any remedies for arrears of Rent or other amounts payable under this Lease or as a result of any preceding breach of covenants or conditions;

17.2.3 Without further demand or notice, cure any Event of Default, and charge Tenant as additional rent the cost of effecting such cure, including without limitation reasonable attorneys' fees and interest on the amount so advanced at the rate of prime plus two percent (2%) per annum or the highest interest rate allowed by applicable law, whichever is less, provided that Landlord will have no obligation to cure any such Event of Default of Tenant;

17.3 Continuing Liability After Termination. If this Lease is terminated on account of the occurrence of an Event of Default, Tenant shall not remain liable to Landlord for damages as a result of said default.

17.4 Cumulative Remedies. Any suit or suits for the recovery of the amounts and damages set forth above may be brought by Landlord or Tenant, from time to time, at said parties election, and nothing in this Lease will be deemed to require either party to await the date upon which this Lease or the Term would have expired had there occurred no Event of Default. Each right and remedy provided for in this Lease is cumulative and is in addition to every other right or remedy provided for in this Lease or now or after the Commencement Date existing at law or in equity or by statute or otherwise, and the exercise or beginning of the exercise by Landlord or Tenant of any one or more of the rights or remedies provided for in this Lease or now or after the Commencement Date existing at

law or in equity or by statute or otherwise will not preclude the simultaneous or later exercise by Landlord or Tenant of any or all other rights or remedies provided for in this Lease or now or after the Commencement Date existing at law or in equity or by statute or otherwise. All costs incurred by Landlord or Tenant in collecting any amounts and damages owing by the defaulting party pursuant to the provisions of this Lease or to enforce any provision of this Lease, including reasonable attorneys' fees from the date any such matter is turned over to an attorney, whether or not one or more actions are commenced by Landlord or Tenant, will also be recoverable by the non-defaulting party.

17.5 Landlord's Default. If Landlord defaults in the performance of any of its obligations under this Lease, Tenant will notify Landlord of the default and Landlord will have 30 days after receiving such notice to cure the default. If Landlord is not reasonably able to cure the default within said 30-day period, Landlord shall not be in default if it commences to cure the default within the thirty (30) day period and diligently pursues completion of same. If Landlord fails to timely cure any default, Tenant, in its sole and absolute discretion, may either: (i) terminate the Lease upon notice to Landlord; or (ii) cure the default, and deduct any amounts necessary for said cure from its future financial obligations to Landlord under the Lease.

17.6 Late Payments.

17.6.1 Interest. All Rent not paid within thirty (30) days of the due date hereunder shall bear interest from the date due at the rate of fifteen percent (15%) per annum or the maximum permitted by law, whichever is less.

17.6.2 Late Charges. Tenant hereby acknowledges that late payment by Tenant to Landlord of Rent and other sums due hereunder will cause Landlord to incur costs not contemplated by the Lease, the exact amount of which are now and will be extremely difficult to ascertain other than such charges and late charges which may be imposed on Landlord by the terms of any mortgage or trust deed covering the Premises. Accordingly, if any installment of Rent or any other sums due from Tenant shall not be received by Landlord or Landlord's designee within ten (10) days after such amount shall be due, Tenant shall pay to Landlord a late charge equal to Twenty-Five Dollars ($25.00). The parties hereby agree that such late charge represents a fair and reasonable estimate of the costs Landlord will incur by reason of late payment by Tenant. Acceptance of such late charge by Landlord shall in no event constitute a waiver of Tenant's default with respect to such overdue amount, nor prevent Landlord from exercising any of the other rights and remedies granted hereunder.

18. Landlord's Default. In the event of any default in the obligation of Landlord under this Lease, Tenant will deliver to Landlord written notice listing the reasons for Landlord's default and Landlord will have thirty (30) days following receipt of such notice to cure such alleged default or, in the event the alleged default cannot reasonably be cured within such period, to commence action and proceed diligently to cure such alleged default.

19. Holdover. If Tenant remains in possession after expiration of the Lease with Landlord's written consent, the tenancy shall continue on a month-to-month basis under the terms of this Lease until terminated by either Party.

20. Notices. All notices under this Lease shall be in writing and delivered in person or sent by registered or certified mail, return receipt requested, postage prepaid, or sent by recognized overnight courier, i.e. federal express, or sent by facsimile and confirmed by telephone to Landlord and to Tenant at the addresses set forth in Section 1 (except that, after the Lease commences, any such notice may be so mailed or delivered by hand to Tenant at the Premises), or to such other addresses as may from time to time be designated by any such party in writing. Notices mailed as aforesaid shall be deemed given at the earlier of three (3) days after the date of such mailing or upon the date of receipt.

21. Costs and Attorneys' Fees. In any action arising out of this Lease, the prevailing Party shall be entitled to recover its reasonable attorneys' fees and costs. The prevailing party will be the party who was awarded judgment as a result of trial or arbitration, or who receives a payment of money from the other party in settlement of claims asserted by that party.

22. Nonwaiver. Waiver by Landlord or Tenant of any term, covenant or condition herein contained or any breach thereof shal1 not be deemed to be a waiver of any other term, covenant, or condition or of any subsequent breach of the same or any other term, covenant or condition herein contained. The subsequent acceptance of any Rent hereunder by Landlord shall not be deemed to be a waiver of any preceding breach by Tenant of any term, covenant or condition of this Lease, other than the failure of Tenant to pay the particular Rent so accepted, regardless of Landlord's knowledge of such preceding breach at the time of acceptance of such Rent.

23. Quiet Possession. Landlord warrants that so long as Tenant is not in default under this Lease beyond any applicable cure period and so long as this Lease has not been terminated, subject to the terms and conditions of this Lease, Tenant's quiet possession of the Premises during the Term shall not be disturbed by Landlord or others claiming through Landlord.

24. General

24.1 Miscellaneous. Titles or captions to sections of this Lease are not a part of this Lease and shall have no effect upon the construction or interpretation of any part hereof All of the covenants, agreements, terms and conditions contained in this Lease shall inure to and be binding upon Landlord and Tenant and their respective heirs, executors, administrators, successors and permitted assigns. This Lease contains all covenants and agreements between Landlord and Tenant relating in any manner to the leasing, use and occupancy of the Premises and Tenant's use of the Building and the Property and other matters set forth in this Lease. No prior agreements or understandings pertaining to the same shall be valid or of any force or effect and the covenants and agreements of this Lease shall not be altered, modified or added to except in writing signed by Landlord and Tenant. Any provision of this Lease that shall prove to be invalid, void or illegal shall in no way affect, impair or invalidate any other provision hereof and the remaining provisions hereof shall remain in full force and effect. Time periods for Landlord's performance under any provisions of this Lease shall be extended for periods of time during which Landlord's performance is prevented due to circumstances beyond Landlord's control, including without limitation, strikes, embargoes, shortages of labor or materials, governmental regulations, acts of God, war or other strife. This Lease shall be governed by and construed in accordance with the laws of the State of Idaho. Time is of the essence of this Lease. This Lease may be executed in two or more counterparts, each of which shall constitute an original and all of which shall be one and the same agreement.

24.2 Authority. If Tenant is a corporation, the individual executing this Lease on behalf of Tenant represents and warrants that he/she is duly authorized to execute and deliver this Lease on behalf of the Tenant in accordance with a duly adopted resolution of the board of directors of Tenant and in accordance with Tenant's bylaws, and that this Lease is binding upon Tenant in accordance with its terms. If Tenant is a partnership, the individual executing this Lease on behalf of Tenant represents and warrants that he/she is duly authorized to execute and deliver this Lease on behalf of the Tenant in accordance with Tenant's partnership agreement, and that this Lease is binding upon Tenant in accordance with its terms.

[signatures on next page]

IN WITNESS WHEREOF, the Landlord and the Tenant have signed their name and affixed their seals the day and year first above written.

TENANT: _____

Ashton Wilson, Executive Director
Environmental Resource Center

LANDLORD: _____

Pete Prekeges, Mayor
City of Ketchum

ATTEST:

_____

Trent Donat
City Clerk & Business Manager

EXHIBIT A

MOU 26-004

Docusign Envelope ID: 778F45D0-3CA5-8CE1-8241-DE65E945D3D4

City of Ketchum

MEMORANDUM OF UNDERSTANDING
CITY OF KETCHUM
ENVIROMENTAL RESOURCE CENTER
MOU # 26-004
PARTIES
This Memorandum of Understanding ("MOU") is made and entered into by and between the City of Ketchum ("City") and the Environmental Resource Center ("ERC"), collectively referred to as the "Parties."

1. PURPOSE
The purpose of this MOU is to establish a shared understanding regarding the ERC's use of a City-owned building located at Forest Service Park; and the operational responsibilities and public services to be provided by ERC in exchange for a reduced-cost lease arrangement.
This MOU is intended to outline the general expectations, roles, and commitments of each party and will inform a separate lease agreement between the Parties.

2. TERM
This MOU shall become effective upon execution by both Parties and remain in effect until superseded by a formal lease agreement or terminated by either Party upon written notice. The ERC wishes to begin operating out of the easternmost building during the week of June 1st, 2026.

3. USE OF PREMISIS
The City agrees to make available to the ERC a building located within Forest Service Park (the "Premises") for the purpose of:

- Environmental education programming
- Public engagement and interpretive services
- Youth programming and community activities

The ERC intends to:

- Operate programming for youth (preschool through high school) focused on science, skills, and service
- Provide public-facing environmental education and resources
- Offer interpretive materials and visitor engagement opportunities
- Maintain regular public hours, generally between 9:00 a.m. and 4:00 p.m., subject to programmatic needs and holidays.

4. CONSIDERATION
The Parties acknowledge that the City will offer the Premises at a reduced or nominal lease rate; and, in exchange, the ERC will provide ongoing operational, maintenance, and public service functions within Forest Service Park as outlined in this MOU.

Docusign Envelope ID: 778F45D0-3CA5-8CE1-8241-DE65E945D3D4

5. ERC RESPONSIBILITIES

The ERC agrees to perform the following services and operational duties:

a. Park Operations & Maintenance

- Provide daily oversight of park cleanliness, including monitoring dog waste and trash conditions
- Coordinate with the City regarding maintenance needs

b. Restroom Monitoring

- Inspect outdoor restrooms daily for cleanliness and supplies
- Notify the City when cleaning or restocking is needed
- Secure restrooms if issues arise (e.g., plumbing problems)

c. Event Support

- Provide bicycle valet services during community events such as Ketch'em Alive and the Farmers Market, within a City-designated area

d. Snow and Winter Maintenance

- Apply de-icing materials to walkways as needed
- Clear snow from entrances (minimum 6 feet from overhangs)

e. Recycling & Public Education

- Support recycling efforts, including:
  - Public education about recycling and environmental stewardship
  - Optional collection of limited recyclables (e.g., plastics, aluminum, film plastics)
- Coordinate placement and servicing logistics with the City

f. Building Stewardship

- Maintain cleanliness of the building interior, including restrooms
- Notify the City of any building malfunctions or maintenance issues
- Use designated spaces for programming, including potential use of spaces by partners pending City approval.

g. Utilities

- Pay a flat monthly utility fee as determined by the City based on estimated usage

h. Improvements

- Non-structural improvements (e.g., painting, patching) may be performed with City approval
- No structural modifications shall be made

i. Signage

- Install only City-approved signage consistent with applicable standards

6. CITY RESPONSIBILITIES

The City agrees to:

a. Provide access to the Premises for ERC's use
b. Coordinate with ERC on maintenance, repairs, and supply needs
c. Provide designated areas for event-related activities (e.g., bike valet)
d. Establish a reasonable flat-rate utility structure
e. Review and approve proposed signage and improvements
f. Retain responsibility for major building systems, structural components, and capital improvements

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7. COLLABORATION & PUBLIC BENEFIT

The Parties agree they will collaborate in good faith to support the following partnership goals:

a. Enhance the visitor experience at Forest Service Park
b. Expand environmental education and stewardship opportunities
c. Activate the park through consistent programming and presence
d. Provide community benefit through shared use of public space

8. LIMITATIONS

This MOU does not constitute a lease or legally binding contract for tenancy. A separate lease agreement will define specific legal, financial, and liability terms. MOU may be modified only by mutual written agreement.

9. TERMINATION

Either Party may terminate this MOU upon written notice to the other Party. Upon termination, the Parties will work cooperatively to transition operations.

ENVIRONMENTAL RESOURCE CENTER

Signed by:
D25D48C74F58448...

By: Ashton Wilson
Its: Executive Director

Signed by:
7FAF9B9BC7D8434...

Attest:
Trent Donat, City Clerk

Signed by:

CITY OF KETCHUM

Signed by:
Pete Prekeges
E6919BD8DA3D478...

By: Pete Prekeges
Its: Mayor

City of Ketchum

CITY COUNCIL MEETING AGENDA MEMO

Meeting Date:	July 9, 2026	Staff Member/Dept:	Daniel Hansen/Administration

Agenda Item: Recommendation to approve Event Street Closure for Hometown Olympians & Paralympians event

Recommended Motion:

"I move to approve the street closure for the Hometown Olympians & Paralympians event on July 17, 2026."

Reasons for Recommendation:

- The city supports community events to fulfill the following values (and their associated goals) outlined in the adopted comprehensive plan: exceptional recreational opportunities, a lively arts and culture scene, and a strong and diverse economy.
- The Hometown Olympians & Paralympians event is a collaboration between the cities of Ketchum and Sun Valley, Blaine County, Sun Valley Ski Education Foundation, and Sun Valley Company to celebrate the local Olympians and Paralympians who represented Team USA at the 2026 Olympic and Paralympic Winter Games in Milano-Cortina, Italy in 2026. The local athletes will be participating in the event.
- Festivities will take place from 5:15 PM to 8 PM on July 17 and include an athlete parade/procession down Sun Valley Road from Champions Meadow to Town Square and a concert in Town Square.
- The event would require a 15-minute street closure on Sun Valley Road (from Champions Meadows to Town Square) and on half the block on East Avenue (between Sun Valley Road and 4th Street) to accommodate the parade/procession. The Sun Valley Road closure requires City Council approval, per Ketchum City code. All street closures and traffic control will be conducted by Ketchum and Sun Valley city staff/police.

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

Sustainability Impact:

None OR state impact here: None

Financial Impact:

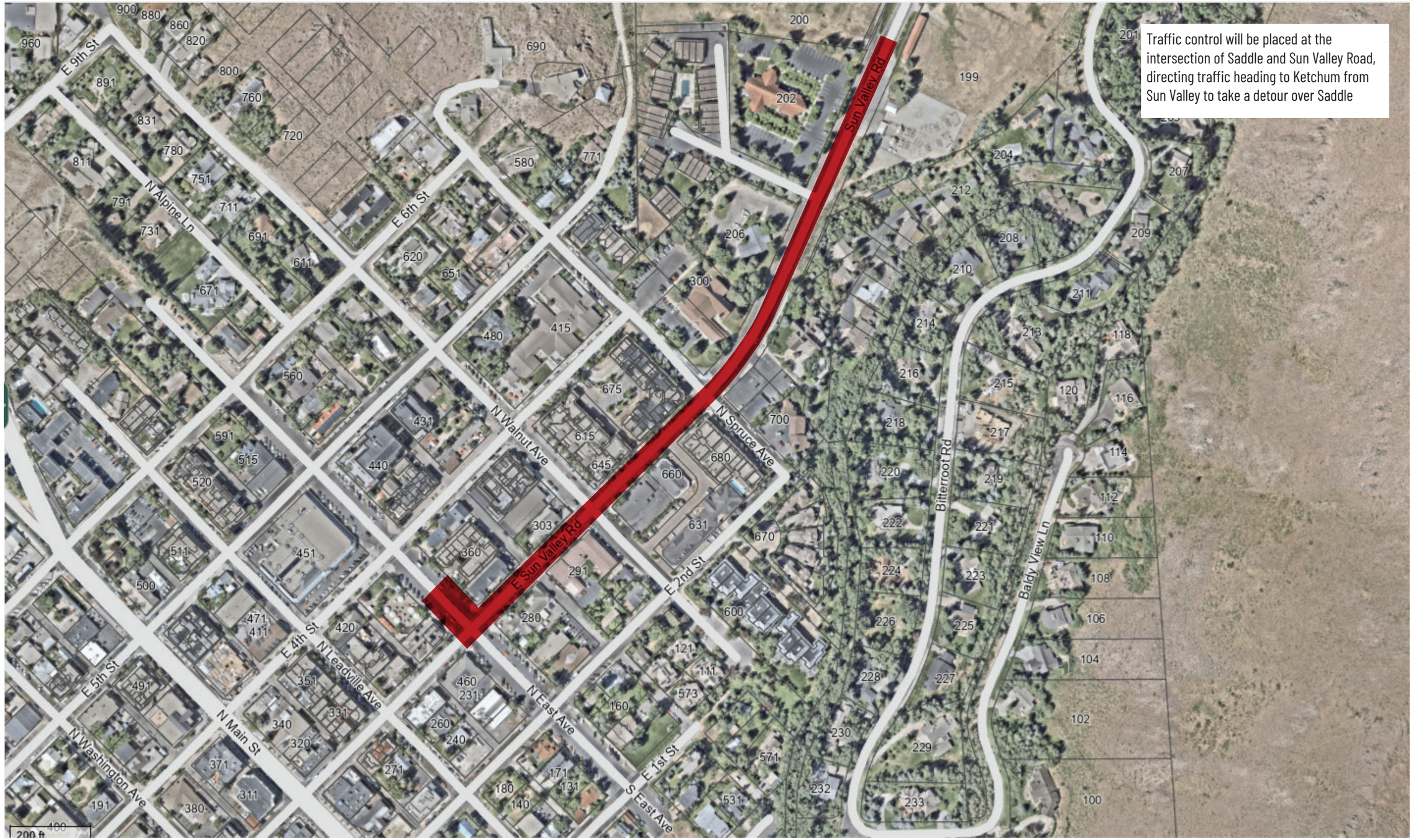
None OR Adequate funds exist in account:	None

Attachments:

1. Event Street Closure Map
2.

HOMETOWN OLYMPIAN CELEBRATION STREET CLOSURE

Date: Friday, July 17 Time: 5:30 PM-5:45 PM



City of Ketchum

CITY COUNCIL MEETING AGENDA MEMO

Meeting Date:	July 9, 2026	Staff Member/Dept:	Genoa Beiser, Associate Planner Planning and Building Department

Agenda Item:	Recommendation to review and approve Townhouse Subdivision Preliminary Plat P26-009 for the Chalets at Warms Springs and adopt Findings of Fact, Conclusions of Law, and Decision

Recommended Motion:

"I move to approve Townhouse Subdivision Preliminary Plat P26-009 for The Chalets at Warm Springs and adopt the Findings of Fact, Conclusions of Law, and Decision."

Reasons for Recommendation:

- The applicant submitted a Townhouse Subdivision Preliminary Plat Application (P26-009) after approval of Design Review (P24-063) on December 9, 2025 and approval of FAR Exceedance Agreement 27005 on March 25, 2026.
- The Planning and Zoning Commission held a public hearing for the application on June 4, 2026. The Planning and Zoning Commission gave a unanimous recommendation of approval to City Council and adopted Findings of Fact, Conclusions of Law, and Decision at the June 17, 2026 Planning and Zoning Commission meeting.

Policy Analysis and Background:

The applicant submitted a Townhouse Subdivision Preliminary Plat application delineating 12 townhouse sublots, easements, and common area. The property is located at 108 Ritchie Drive (the "subject property") and will contain 12 townhomes within 6 detached buildings. The subject property is zoned Tourist 3000 (T-3000) and is currently vacant. The townhouse sublots range in size from approximately 2,700 to 3,400 square feet. The units within the development are proposed to be accessed by a private road entering from Ritchie Drive. Each townhouse has dedicated garage parking within each unit.

Based on approval of the Design Review application, approval of the FAR Exceedance Agreement, and staff review of the Townhouse Subdivision Preliminary Plat application, the preliminary plat complies with the previously approved applications and is in conformance with all requirements, standards, and criteria for Townhouse Subdivision Preliminary Plats. For a thorough analysis and preliminary plat standards evaluation, please see Attachment 3: Draft Findings of Fact, Conclusions of Law, and Decision or Attachment 4: Staff Report – Planning and Zoning Commission June 4, 2026.

The approved Design Review and FAR Exceedance Agreement are referred to for background and are not subject to further review. The Townhouse Subdivision Preliminary Plat is the only application currently within the purview of the Council to make a decision on.

Sustainability Impact:

None

Financial Impact:

None	The application currently under review has no financial implications for the City. A FAR Exceedance Agreement 27005 associated with the development was approved at City Council on March 25, 2026 and will result in a $2,244,561 community housing in-lieu fee.

Attachments:

1. Townhouse Subdivision Preliminary Plat
2. Application Materials
3. Draft Findings of Fact, Conclusions of Law, and Decision
4. Staff Report – Planning and Zoning Commission June 4, 2026

City of Ketchum

ATTACHMENT 1

Townhouse Subdivision Preliminary Plat

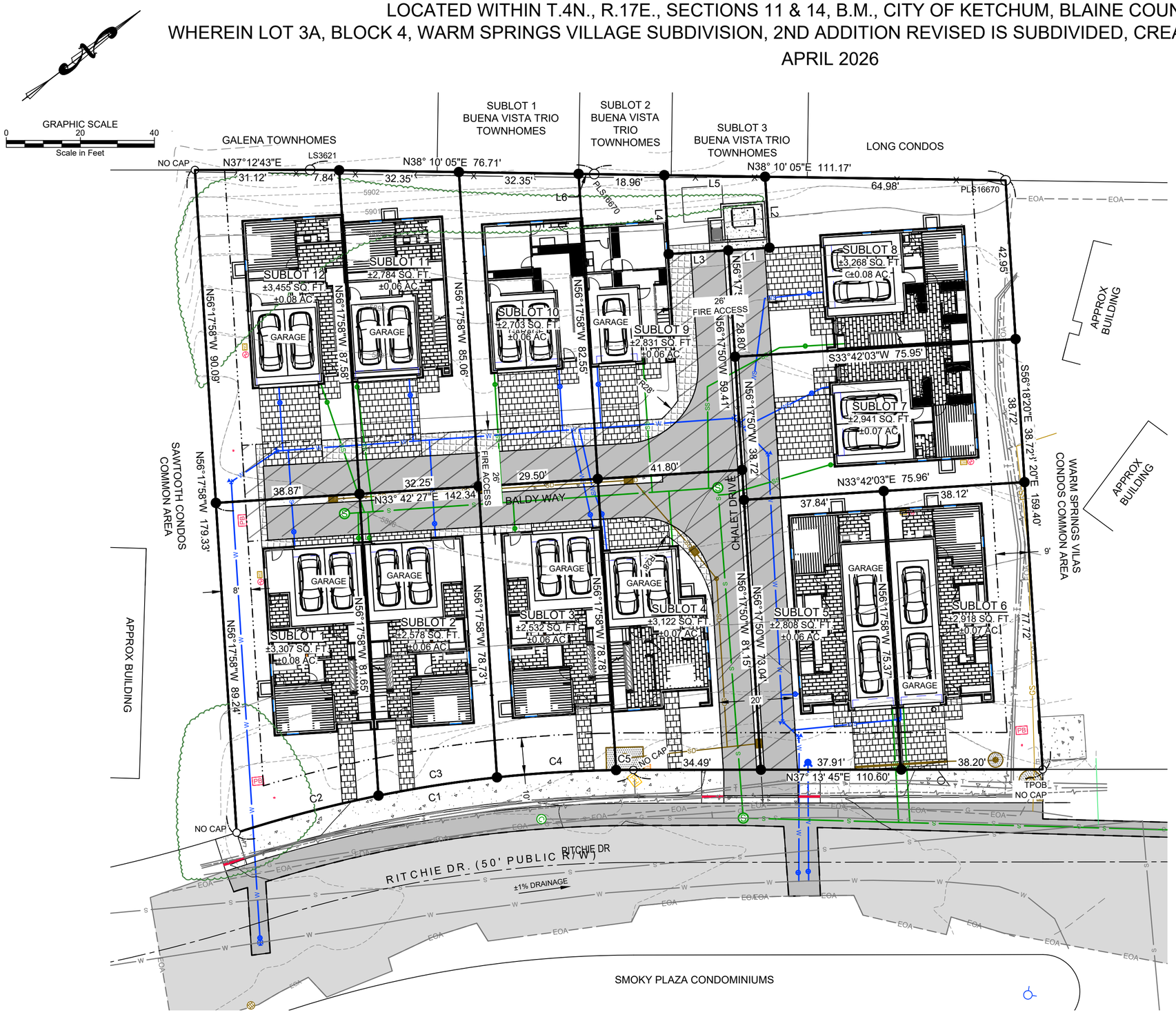
A PRELIMINARY PLAT SHOWING

THE CHALETS AT WARM SPRINGS

LOCATED WITHIN T.4N., R.17E., SECTIONS 11 & 14, B.M., CITY OF KETCHUM, BLAINE COUNTY, IDAHO

WHEREIN LOT 3A, BLOCK 4, WARM SPRINGS VILLAGE SUBDIVISION, 2ND ADDITION REVISED IS SUBDIVIDED, CREATING TOWNHOUSE SUBLOTS 1 - 12

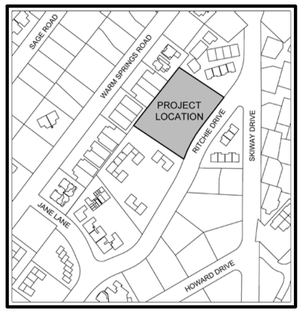
APRIL 2026



LEGEND

- PROPERTY LINE
- PROPOSED SUBLOT LINES
- ADJOINER'S LOT LINE
- ROAD CENTERLINE
- 5' CONTOUR INTERVAL (EXISTING)
- 1' CONTOUR INTERVAL (EXISTING)
- 5' CONTOUR INTERVAL (PROPOSED)
- 1' CONTOUR INTERVAL (PROPOSED)
- DRIPLINE OF VEGETATION
- FENCE LINE
- EXISTING ASPHALT
- GAS LINE
- UNDERGROUND TELEPHONE LINE
- UNDERGROUND POWER LINE
- STORM DRAIN PROPOSED
- SANITARY SEWER MAIN LINE
- SANITARY SEWER MAIN LINE PROPOSED
- SANITARY SEWER SERVICE PROPOSED
- WATER MAIN LINE
- WATER MAIN LINE PROPOSED
- WATER SERVICE PROPOSED
- EXISTING CONCRETE
- CONSTRUCT ASPHALT ROADWAY / ASPHALT REPAIR
- CONSTRUCT CONCRETE 7' SIDEWALK, CURB AND GUTTER
- 6" ROLLED C&G
- CURB TRANSITION
- ZERO REVEAL CURB AND GUTTER
- CONSTRUCT CONCRETE VALLEY GUTTER 24" WIDE
- CONSTRUCT CONCRETE DRIVEWAYS. WIDTH VARIES
- INSTALL SITE PAVERS. SEE LANDSCAPE PLAN
- INSTALL SITE GRASS PAVE
- GAS VALVE
- TELEPHONE RISER
- POWER TRANSFORMER PROPOSED
- STORM CATCH BASIN PROPOSED
- WATER MANHOLE
- WATER VALVE
- EXISTING FIRE HYDRANT
- FIRE HYDRANT PROPOSED
- SEWER MANHOLE PROPOSED
- SEWER CLEANOUT PROPOSED
- DUPLEX SEWER GRINDER PUMP PROPOSED
- GAS METER PROPOSED
- ELECTRICAL METER PROPOSED
- CATCH BASIN
- DRY WELL
- SIGN
- FOUND 5/8" REBAR (MARKED AS NOTED)
- FOUND 1/2" REBAR (MARKED AS NOTED)
- 5/8" REBAR MARKED "PLS 22869" TO BE SET

VICINITY MAP
N.T.S.



PROFESSIONAL LAND SURVEYOR LICENSE 22869 STATE OF IDAHO MARK W. VAN DUSER PRELIMINARY

OWNER/SUBDIVIDER:
108 - 110 RITCHIE LLC
PO BOX 14001-174
KETCHUM, ID 83340

SURVEYOR:
MARK VAN DUSER
GALENA-BENCHMARK ENGINEERING
PO BOX 733
KETCHUM, ID 83340

LINE TABLE		
LINE #	LENGTH	DIRECTION
L1	11.17'	N33°42'03"E
L2	19.22'	N56°17'57"W
L3	15.98'	S33°42'03"W
L4	21.34'	N55°53'07"W
L5	27.23'	N38°10'05"E
L6	4.18'	N38°10'05"E

CURVE TABLE					
CURVE #	LENGTH	RADIUS	DELTA	CHORD DIRECTION	CHORD LENGTH
C1	108.91'	351.11'	17°46'24"	S28° 18' 24"W	108.48'
C2	39.63'	351.11'	6°28'01"	S22° 39' 13"W	39.61'
C3	32.39'	351.11'	5°17'10"	S28° 31' 49"W	32.38'
C4	32.26'	351.11'	5°15'52"	S33° 48' 20"W	32.25'
C5	4.63'	351.11'	0°45'20"	S36° 48' 56"W	4.63'

NOTES

1. SEE SHEET 2 FOR EASEMENTS.
2. SEE SHEET 3 FOR SURVEYOR NARRATIVE, NOTES.

A PRELIMINARY PLAT SHOWING
THE CHALETS AT WARM SPRINGS
BLOCK 4, LOT 3A
WARM SPRINGS VILLAGE, 2ND ADD. REV.

GALENA-BENCHMARK ENGINEERING
KETCHUM, IDAHO

SHEET 1 OF 3
Job No. 23263

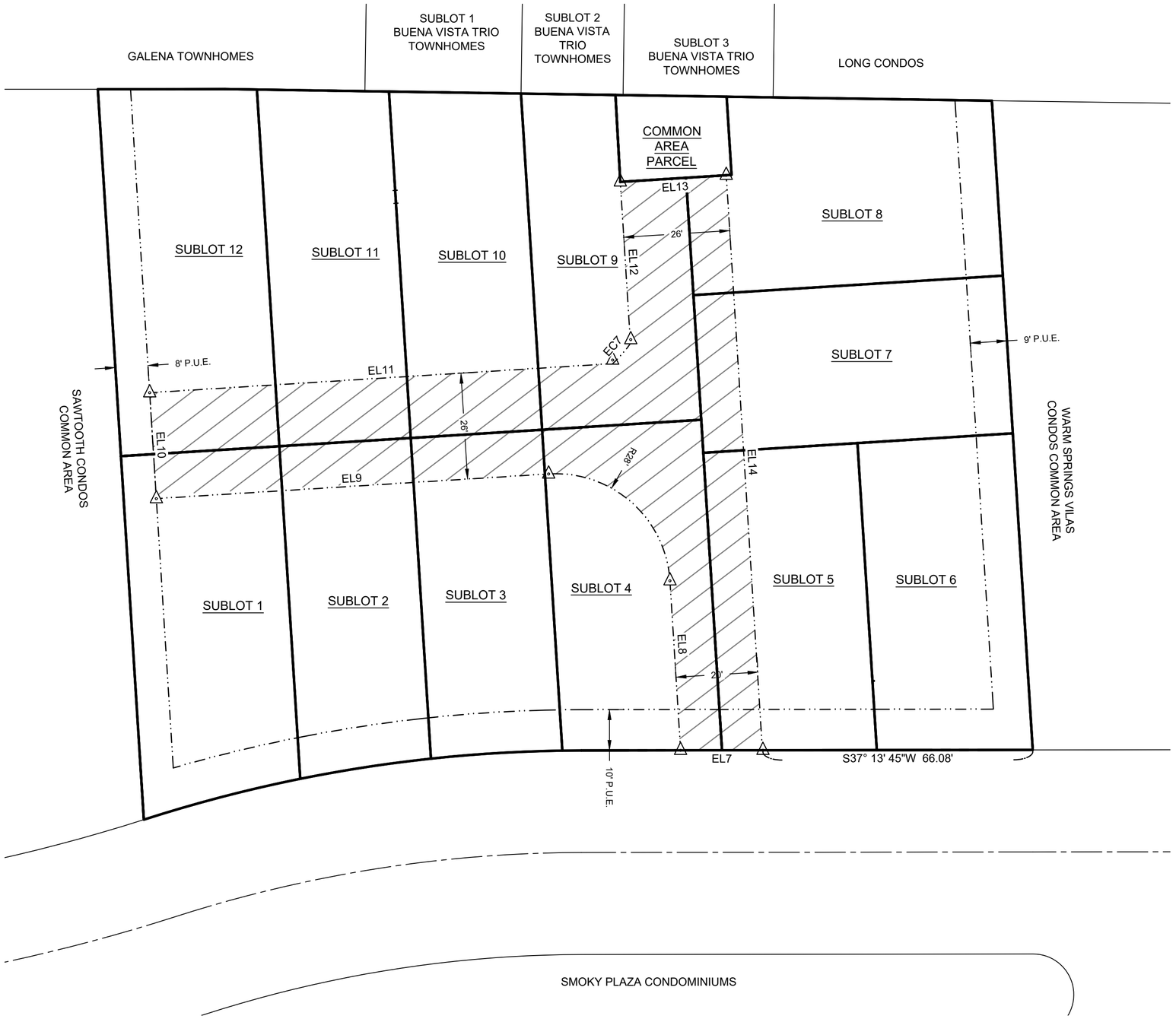
A PRELIMINARY PLAT SHOWING

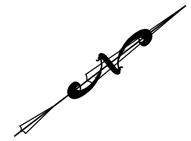
THE CHALETS AT WARM SPRINGS

LOCATED WITHIN T.4N., R.17E., SECTIONS 11 & 14, B.M., CITY OF KETCHUM, BLAINE COUNTY, IDAHO

WHEREIN LOT 3A, BLOCK 4, WARM SPRINGS VILLAGE SUBDIVISION, 2ND ADDITION REVISED IS SUBDIVIDED, CREATING TOWNHOUSE SUBLOTS 1 - 12

APRIL 2026





GRAPHIC SCALE

0 20 40

Scale in Feet

LEGEND

- PROPERTY LINE
- PROPOSED SUBLOT LINES
- ADJOINER'S LOT LINE
- ROAD CENTERLINE
- PUBLIC UTILITY EASEMENT (WIDTH AS NOTED)
- ACCESS AND PUBLIC UTILITY EASEMENT (WIDTH AS NOTED)
- FOUND 1/2" REBAR (MARKED AS NOTED)
- CALCULATED POINT (NOTHING SET)

EASEMENT CURVE TABLE					
CURVE #	LENGTH	RADIUS	DELTA	CHORD DIRECTION	CHORD LENGTH
EC6	43.98'	28.00'	90°00'00"	S78° 42' 02"W	39.60'
EC7	6.63'	28.00'	13°34'25"	N11° 17' 58"W	6.62'

LINE TABLE		
LINE #	LENGTH	DIRECTION
EL7	20.04'	S37°13'45"W
EL8	41.61'	S56°17'58"E
EL9	96.29'	N33°42'02"E
EL10	26.00'	S56°17'58"E
EL11	113.61'	N33°42'02"E
EL12	39.65'	S56°17'58"E
EL13	25.98'	S33°42'12"W
EL14	141.15'	S56°17'58"E

NOTES.

1. SEE SHEET 3 FOR SURVEYOR NARRATIVE AND NOTES.

EASEMENTS

PROFESSIONAL LAND SURVEYOR LICENSED 23489 STATE OF IDAHO PATRK W. VAN DUSER PRELIMINARY

A PRELIMINARY PLAT SHOWING
THE CHALETS AT WARM SPRINGS
BLOCK 4, LOT 3A
WARM SPRINGS VILLAGE, 2ND ADD. REV.

GALENA-BENCHMARK ENGINEERING
KETCHUM, IDAHO

SHEET 2 OF 3
Job No. 23263

A PRELIMINARY PLAT SHOWING

THE CHALETS AT WARM SPRINGS

LOCATED WITHIN T.4N., R.17E., SECTIONS 11 & 14, B.M., CITY OF KETCHUM, BLAINE COUNTY, IDAHO

WHEREIN LOT 3A, BLOCK 4, WARM SPRINGS VILLAGE SUBDIVISION, 2ND ADDITION REVISED IS DIVIDED CREATING TOWNHOUSE SUBLOTS 1 - 12

APRIL 2026

SURVEY NARRATIVE:

1. THE PURPOSE OF THIS PRELIMINARY PLAT IS TO SUBDIVIDE LOT 3A, BLOCK 4, WARM SPRINGS VILLAGE SUBDIVISION, 2ND ADDITION REVISED, INTO 12 TOWNHOUSE SUBLOTS AS SHOWN HEREON, TO SHOW PRE-CONSTRUCTION SITE INFORMATION AS IT EXISTED ON THE DATE THE FIELD SURVEY WAS PERFORMED IN RELATION TO PLATTED LOT LINES, AND TO SHOW PROPOSED UPDATES TO THE SUBJECT PROPERTY. CHANGES MAY HAVE OCCURRED TO SITE CONDITIONS SINCE SURVEY DATE. EXTERIOR LOT LINES ARE BASED ON FOUND MONUMENTS. ALL FOUND MONUMENTS WERE ACCEPTED AS EITHER ORIGINAL CORNERS, OR REPLACEMENTS OF ORIGINAL CORNERS. SET MONUMENTS ARE ESTABLISHING NEW SUBLOT BOUNDARIES.

2. 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.

VERTICAL DATUM: ELEVATIONS BASED ON NAVD 88 (GEOID18) DATUM UTILIZING SMARTNET CORS STATION IDKM.

3. REFERENCED SURVEYS:
   - 3.A. WARM SPRINGS VILLAGE 2ND ADDITION, INST. NO. 103120.
   - 3.B. WARM SPRINGS VILLAGE SUBDIVISION, 2ND ADDITION REVISED, INST. NO. 117271.
   - 3.C. SAWTOOTH CONDOMINIUMS, INST. NO. 152204.
   - 3.D. WARM SPRINGS VILAS, INST. NO. 169404.
   - 3.E. WARM SPRINGS VILAS ADDENDUM, INST. NO. 193773.
   - 3.F. WARM SPRINGS VILAS: UNITS 1A, 2A, 3A & 4A, INST. NO. 501214.
   - 3.G. RECORD OF SURVEY, LOTS 3 & 4, BLOCK 4, WARM SPRINGS VILLAGE 2ND ADDITION REVISED, INSTRUMENT NUMBER 692364.
   - 3.H. LOT 3A, BLOCK 4, WARM SPRINGS VILLAGE SUBDIVISION, SECOND ADDITION REVISED, INSTRUMENT NUMBER 698773.

4. BOUNDARY DIMENSIONS SHOWN HEREON ARE MEASURED. FOR RECORD DIMENSIONS, SEE REFERENCED SURVEYS.

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.

8. TITLE POLICY BY STEWART TITLE GUARANTY COMPANY, FILE NO. 2124145, DATED OCTOBER 11, 2024. CERTAIN INFORMATION CONTAINED WITHIN SAID POLICY MAY NOT APPEAR ON THIS MAP OR MAY AFFECT ITEMS SHOWN ON THIS MAP.

9. 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.

10. THIS DRAWING IS VOID AFTER 2 YEARS AND NO FURTHER COPIES OR DIGITAL FILES WILL BE TRANSMITTED.

11. BUILDING AREA: BUILDING SETBACK AND FOOTPRINT REQUIREMENTS ARE PER CITY OF KETCHUM ORDINANCES.

12. 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.

NOTES

13. ALL NEW UTILITIES SHALL BE INSTALLED UNDERGROUND.

14. COVENANTS, CONDITIONS, AND RESTRICTIONS FOR THE CHALETS AT WARM SPRINGS ARE RECORDED UNDER INST. NO. _____, RECORDS OF BLAINE COUNTY, IDAHO.

15. THE WATER MAIN ON THE PROPERTY SHALL BE A PRIVATE LINE AND NOT OWNED NOR MAINTAINED BY THE CITY OF KETCHUM. THE SEWER MAIN WILL BE OWNED AND MAINTAINED BY THE CITY OF KETCHUM. THE CITY WILL NOT BE RESPONSIBLE FOR REPAIR AND/OR MAINTENANCE TO THE SNOW MELT SYSTEM OR PAVERS WHICH MAY RESULT FROM THE CITY REPAIRING AND/OR MAINTAINING THE PUBLIC SEWER MAIN.

16. A VARIABLE-WIDTH PRIVATE ROADWAY, PUBLIC UTILITY, & EMERGENCY ACCESS EASEMENT IS GRANTED AS SHOWN HEREON.

17. THE PRIVATE ROADWAY ACCESS IS NOT OWNED NOR MAINTAINED BY THE CITY OF KETCHUM. SAID ROADWAY ACCESS IS A FIRE TRUCK AND EMERGENCY SERVICES ACCESS AND SHALL BE KEPT CLEAR OF OBSTRUCTIONS YEAR-AROUND.

18. ROAD NAMES, AS SHOWN HEREON, ARE TEMPORARY AND ARE SUBJECT TO CHANGE PRIOR TO FINAL PLAT.

19. SURFACE PARKING OUTSIDE OF DESIGNATED GARAGES IS PROHIBITED ON ALL SUBLOTS.

20. ALL TOWNHOUSE OWNERS SHALL HAVE MUTUAL RECIPROCAL EASEMENTS FOR ACCESS AND EXISTING & FUTURE PUBLIC AND PRIVATE UTILITIES INCLUDING, BUT NOT LIMITED TO, MECHANICAL VAULTS, WATER, CABLE TV, SEWER, NATURAL GAS, TELEPHONE, AND ELECTRIC LINES OVER, UNDER AND ACROSS THEIR TOWNHOUSE SUBLOTS FOR THE REPAIR, MAINTENANCE AND REPLACEMENT THEREOF.

21. GARAGE SPACE SHALL NOT BE CONVERTED TO LIVING SPACE OR USES OTHER THAN PARKING OF VEHICLES AND HOUSEHOLD STORAGE. GARAGE(S) MAY NOT BE CONDOMINIUMIZED, SOLD AND/OR OWNED SEPARATE FROM THE CORRESPONDING DWELLING UNIT WITHIN THE TOWNHOUSE DEVELOPMENT.

22. THE TOWNHOUSE SUBLOTS SHOWN HEREON ARE CONSIDERED AS ONE (1) LAND LOT. COVERAGE REQUIREMENTS AND OTHER BULK REGULATIONS PER THE CITY OF KETCHUM ORDINANCES APPLY TO THE SUBLOTS AS ONE PARCEL.

23. A VARIABLE-WIDTH PUBLIC UTILITY EASEMENT IS GRANTED ALONG THE EASTERLY, SOUTHERLY AND WESTERLY EXTERIOR BOUNDARIES OF THE SUBDIVISION AS SHOWN HEREON.

24. THIS DEVELOPMENT IS SUBJECT TO THE FAR EXCEEDANCE AGREEMENT RECORDED AS INST. NO. _____.

25. TREE LOCATIONS AND DRIP LINES IF SHOWN HEREON ARE APPROXIMATE.

26. CONTOUR INTERVAL: 1' .

27. MAP SCALE: DUE TO ELECTRONIC MAP DELIVERY AND ALTERNATE PRINTING METHODS, PLEASE USE BAR SCALE TO DETERMINE ACTUAL PRINTED SCALE.

28. THE PROPERTY IS CURRENTLY ZONED T-3000.

PROFESSIONAL LAND SURVEYOR
LICENSED
23263
STATE OF IDAHO
MARK W. VAN DUSER
PRELIMINARY

A PRELIMINARY PLAT SHOWING
THE CHALETS AT WARM SPRINGS
BLOCK 4, LOT 3A
WARM SPRINGS VILLAGE, 2ND ADD. REV.

GALENA-BENCHMARK ENGINEERING
KETCHUM, IDAHO

SHEET 3 OF 3
Job No. 23263

City of Ketchum

ATTACHMENT 2

Application Materials

DECLARATION

OF

COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS

FOR THE

THE CHALETS AT WARM SPRINGS

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DECLARATION OF

COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS

FOR

THE CHALETS AT WARM SPRINGS

This Declaration of Covenants, Conditions, Restrictions and Easements for The Chalets at Warm Springs (this "**Declaration**") is made effective as of the date this Declaration is recorded in the real property records of Blaine County, Idaho (the "**Effective Date**") by 108-110 Ritchie, LLC, a Nevada limited liability company ("**Developer**"). Capitalized terms are defined in Article 1 or elsewhere in this Declaration.

WHEREAS, Developer has or will record the final plat for Warm Springs Townhomes, a copy of which is attached hereto as Exhibit A (the "**Initial Plat**") in the real property records of Blaine County, Idaho.

WHEREAS, Developer desires to record this Declaration to subject the land included in the Initial Plat, excluding the portion thereof dedicated to the public as public streets (the "**Community**") to set forth the covenants, conditions, restrictions and easements that will apply to the Community, all of which are designed to protect, enhance and preserve the value, desirability and attractiveness of the Community, and to ensure that the Community is developed in a well-integrated and high-quality manner.

NOW, THEREFORE, Developer hereby declares that the Community, and each Lot and portion thereof, will be held, sold, conveyed, encumbered, hypothecated, leased, used, occupied, and improved in accordance with this Declaration. This Declaration: (a) runs with the land; (b) is binding upon, and inures to the benefit of, any person or entity having or acquiring any right, title or interest in any Lot or portion of the Community; and (c) inures to the benefit of and is binding upon Developer.

ARTICLE 1 SELECT DEFINITIONS

In addition to the terms defined elsewhere in this Declaration, the following terms have the following meanings. Words not defined in this Declaration will have their ordinary meanings, except that words that have well-known real estate industry meanings will have the real estate industry meanings.

"**Assessments**" means the Regular Assessments, Special Assessments, Limited Assessments and Transfer Assessments, and for each together with any late charges, interest and costs incurred in collecting the same, including attorneys' fees.

"**Association**" means The Chalets at Warm Springs Owners Association, Inc., an Idaho nonprofit corporation, and is the "homeowner's association" as defined in Idaho Code § 55-3203. In the Community Documents and elsewhere, the Association may sometimes be called the "Warm Springs Homeowners Association" or words of similar import.

"**Board**" means the Board of Directors of the Association, and is the "board" as defined in Idaho Code § 55-3203.

"**Common Area**" means each of the following real property interests: (a) any Lots that are identified as to be owned or maintained by the Association on any Plat, including the private road/street (defined in Article 8); (b) any real property interest designated as Common Area by Developer on any Supplemental Declaration (provided that Developer then owns the real property interest); (c) any real property interest conveyed to, and accepted by, the Association as Common Area; and (d) any lease, license or other right for amenities or facilities held by the Association.

"Common Improvements" means any Improvements owned, maintained or managed by Association, whether or not the Improvements are located in Common Area. Common Improvements shall include the snowmelt system, boiler room, the Fire Lane, water mains, and water service lines.

"**Community Documents**" means this Declaration, any Plat, the articles and bylaws of the Association, the Community Rules, and the Design Requirements.

"**Development Period**" means the period expiring on the date Developer informs the Board, in a writing recorded in the real property records of the county where the Community is located, that Developer no longer wishes to exercise its rights as Developer Member.

"**Fire Lane"** means the area required to be kept clear for emergency vehicle and aerial fire apparatus access within the access and public utility easement indicated on the Initial Plat.

"Improvement" means any structure, facility, system or object, whether permanent or temporary, which is installed, constructed, placed upon or allowed on, under or over any portion of the Community, including residential structures, fences, streets or roads, drives, driveways, parking areas, sidewalks, bridges, bicycle paths, curbs, landscaping, walls, hedges, plantings, trees, vegetation, rocks, signs, lights, mailboxes, electrical lines, pipes, pumps, ditches, recreational facilities, grading, road construction and utilities.

"**Irrigation System**" means the system for delivering seasonal irrigation water to the Community that exists separate and apart from the potable water system. The Irrigation System includes the pump, pump station and related facilities, and includes all pipes, lines, sprinklers, controls and other irrigation equipment located in the Common Area. The Irrigation System does not include the pipes, lines, sprinklers, controls and other irrigation equipment located on each Lot to serve that Lot.

"**Limited Assessment**" means a charge against a particular Owner for an expense directly attributable to the 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 correcting damage to or maintenance, repair, replacement and operation activities performed for any Common Area for the failure of an Owner to keep the Owner's Lot 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.

"**Lot**" means any lot depicted on any Plat.

"**Member**" (capitalized or not) means each Owner holding a membership in the Association, including Developer, and has the same meaning as "member" is defined in Idaho Code § 55-3203. The terms member and Owner are synonymous.

"**Mortgage**" means any mortgage, deed of trust, or other document pledging any portion of the Community or interest therein as security for the payment of a debt or obligation.

"**Occupant**" means any person that occupies a dwelling structure located on a Lot.

"**Owner**" means the record owner, whether one or more persons or entities, holding fee simple interest of record to a Lot, and buyers under executory contracts of sale, but excluding those persons or entities having the interest merely as security for the performance of an obligation, unless and until the person or entity has acquired fee simple title pursuant to foreclosure or other proceedings.

"**Owner Parties**" means, for each Owner, all of the Owner (including all persons or entities that comprise Owner), its Occupants, and the guests of any of them, and the Owner's contractors and invitees.

"**Plat**" means the Initial Plat and any future plat covering any portion of the Community that is lawfully recorded in the real property records of the county where the Community is located.

"**Regular Assessments**" means assessments that are regularly levied against each Owner and each Lot by the Association to fund the Common Expenses. "**Special Assessment**" means an assessment that are levied against each Owner and each Lot by the Association to fund capital expenses (such as capital improvements or equipment purchases, or major repairs or replacements to Common Improvements) or shortages in Regular Assessments.

"**Supplemental Declaration**" has the meaning set forth in Article 13.

"**Transfer Assessment**" has the meaning set forth in Section 5.5.

"**Townhome Building**" means a building that contains two or more Lot living areas joined by a Party Wall, as defined in Article 9, and Townhome Maintenance Elements.

"**Townhome Maintenance Elements**" means the roof, shingles, rain gutters and downspouts, and exterior walls of the Townhome Buildings, as well as the landscaping of the Lots.

ARTICLE 2 THE CHALETS AT WARM SPRINGS OWNERS ASSOCIATION

2.1 **Organization of the Association**. Developer has organized the Association to manage the business and affairs of the Community in accordance with applicable law and the Community Documents.

2.2 **Membership**. The Association will have two (2) classes of membership as follows:

2.2.1 *Regular Members*. Each Owner, by virtue of being an Owner and for so long as the ownership is maintained, will be a regular member of the Association. No Owner will have more than one (1) membership in the Association for each Lot owned by the Owner. When more than one (1) person or entity holds an ownership interest in any Lot, all of them will be members. Memberships in the Association will be appurtenant to the Lot or other portion of the Property owned by the Owner. The memberships in the Association must not be transferred, pledged, assigned or alienated in any way except upon the transfer of Owner's title and then only to the transferee of title. Any prohibited transfer or attempt to make a prohibited membership transfer will be void and will not be reflected on the books of the Association.

2.2.2 *Developer Member*. During the Development Period and subject to the requirements of Section 2.4, Developer will be a special member of the Association with the sole voting power of the Association. Developer will cease to be a special member on expiration of the Development Period (but Developer may continue as a regular member if Developer then owns any Lots).

2.3 **Membership Meetings; Voting**. The Association will hold a meeting of the members at least once each calendar year and periodic special meetings of the members as set forth in the bylaws of the Association. Prior to expiration of the Development Period, the regular members are not entitled to vote except as provided by Section **Error! Reference source not found.**. Upon the expiration of the Development Period, each regular member will be entitled to one (1) vote for each Lot owned

by the regular member; provided, however, the vote for any Lot with common ownership will be exercised as the Owners of the Lot determine, but in no event will more than one (1) vote be cast with respect to any Lot. All member meetings may be held in person or, with the approval of a simple majority of the members, be conducted through an electronic or hybrid meeting model (e.g., via telephone conference or video conference).

2.4 **Board of Directors**. The business and affairs of the Association will be 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 Development Period, Developer, as the special member, has the exclusive right to appoint, remove and replace directors at any time and from time-to-time in Developer's sole discretion; provided, however, that to the extent required by Idaho Code Section 55-3204A (or its successor), on or before one hundred eighty (180) days after the date on which 75% of the Lots are conveyed to Owners other than the Developer or any builder chosen by Developer to build improvements on a Lot, the Association shall hold a meeting at which the Owners other than Developer will elect at least one-third (1/3) of the Board's directors. After the Development Period, the Owners have the right to elect, remove and replace directors as provided in the bylaws of the Association; provided, however, any vacancies on the Board will be filled by a plurality vote of the remaining directors through a special election at any meeting of the Board. All Board meetings may, at the option of the Board or the President, be held in person and/or by through the use of, any means of communication by which all board members participating may simultaneously hear each other during the meeting (i.e., via telephone conference or video conference). All Board meetings must be open to members, and to any representative or agent designated in a signed writing by a member to represent the member; provided, however, the Board may hold executive sessions as permitted by applicable law (e.g., Idaho Code § 55-3204(2) or its successor).

2.5 **Meeting Minutes**. The Board must take minutes from all meetings of the Association, including membership meetings and Board meetings, and preserve the minutes for at least ten (10) years.

2.6 **Delegation of Authority**. The Board may delegate all or any portion of its powers and duties to committees, officers, employees or agents. The Association may employ or contract for the services of a professional manager or management company to manage its day-to-day affairs, including in particular snow removal; provided, however, the employment or contract must not have a term of not more than two (2) years (with automatically renewable terms acceptable). If the manager is Developer or Developer's affiliate, then the contract must be subject to cancellation by the Association with or without cause, and without payment of a termination fee (but including all fees incurred through the date of termination), so long as the Association provides at least thirty (30) days' prior notice of termination. If the Association delegates its powers and duties to a third party for snow removal, that third party will utilize its discretion in the frequency of the snow removal and the amount of accumulation meriting removal. To the extent allowed by law, the Association shall not be responsible for or liable for said third party's discretion and removal of snow.

2.7 **Financial Disclosures**

2.7.1 *Owner Assessment Accounts*. The Association must provide the Owner and the Owner's agent, if any, a statement of the Owner's assessment account no more than five (5) business days after a written request by the Owner or the Owner's agent is received by an appropriate agent of the Association. The statement of assessment account must include, at a minimum, the amount of the annual charges against the Owner's Lot, the date when the charges are due, and any unpaid or outstanding assessments, charges, or fees due and owing from the Owner at the time of the request, including any Transfer Assessment.

2.7.2 *Disclosure 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. 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 aside from the Transfer Assessment, no surcharge or additional fees may be charged to any Owner in connection with any transfer of ownership of the Owner's Lot. No fees may be charged for expeditiously providing a member's statement of account as set forth in this Section 2.7.

2.7.3 *Up-to-Date Statements*. The Association must provide the 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.

2.7.4 *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.

2.8 **Powers of the Association**. The Association has all the powers of a nonprofit corporation organized under Idaho law and all of the powers and duties set forth in the Community Documents, including the power to perform any and all acts which may be necessary to, proper for, or incidental to the foregoing powers. The powers of the Association include, by way of illustration and not limitation:

2.8.1 *Assessments*. The power to levy Assessments against each Lot (except Common Area) and Owner thereof pursuant to the restrictions enunciated in this Declaration, and to enforce payment of the Assessments, all in accordance with the provisions of this Declaration. This power includes the right of the Association to levy Assessments against the Lots and the Owners thereof to cover the operation and maintenance costs of Common Area.

2.8.2 *Community Rules.* The power to adopt, amend and repeal any rules as the Board deems reasonable and appropriate to govern the Community (the "**Community Rules**"), including, without limitation, rules regarding the use of the Common Area, the Common Improvements, the Irrigation System, and rules regarding the conduct of the business and affairs of the Association. Except when inconsistent with this Declaration, the Community Rules have the same force and effect as if they were set forth in this Declaration. Promptly after adoption of the Community Rules (or any amendment thereto or repeal thereof), the Association will publish the same to the Owners.

2.8.3 *Common Area and Common Improvements*. The power to acquire, construct, improve, modify and dispose of, and the duty to manage, operate, maintain, repair and replace, the Common Area and Common Improvements for the benefit of the Community (including the Irrigation System); provided, however, except as permitted under Section 2.8.8 hereof, no interest in the Common Area will be disposed of without the approval by the vote or written consent of Owners representing more than sixty-five percent (65%) of the total voting power in the Association. The Association, or its duly designated agent, shall maintain all landscaping and drive aisles on the Common Areas as provided in this Declaration, and shall otherwise manage and operate all Common Areas as it deems necessary and appropriate. The Association shall have the authority to assess its members for the costs of said maintenance in accordance with the terms of this Declaration. The Association may adopt rules to add further detail with regard specific landscape and driveway maintenance services provided by the Association. In addition, the Association may adopt rules to add further detail with regard specific snow removal services provided

by the Association. Notwithstanding anything to the contrary in this Declaration, it is the intent that the Association shall generally provide for all snow and ice treatment to the paved portions of the Common Areas. Unless the Board elects to provide snow removal for Lots, Lot Owners shall be responsible for such areas and other applicable areas on their Lot, including, but not limited to sidewalks immediately adjacent to or primarily serving a Lot and parking facilities within a Lot. Lot Owners shall be responsible and take reasonable precautions with respect to ice and ice accumulation.

2.8.4 *Irrigation System*. The power and authority to construct, install, maintain, repair, replace, manage, to enter upon any Lot (but not inside any building constructed thereon) as necessary to construct, install, maintain, repair, replace, manage, and operate the Irrigation System.

2.8.5 *Maintenance.* The power and authority to enter upon any Lot (but not inside any building constructed thereon) for the care and maintenance of the Townhome Maintenance Elements.

2.8.6 *Entry onto Lots.* The power to enter upon any Lot (but not inside any building constructed thereon) in the event of any emergency involving potential danger to life or property or when necessary in connection with any maintenance or construction for which the Association is responsible. The entry will be made with as little inconvenience to the Owner of the Lot as practical under the circumstances, and any damage caused thereby will be repaired by and at the expense of the Association.

2.8.7 *Fines*. The power to impose reasonable monetary fines that will constitute a lien upon the Lot owned or occupied by the Owner or Occupant determined by the Board to be in violation of the Community Documents (individually, a "**Violation**"). Provided, however, pursuant to the provisions of Idaho Code § 55-3206 (or its successor), the Association will 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) the 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 the Owner as shown in the records of the Association; and (c) the Owner may respond to the Violation by delivery of a written response that is received by the Board prior to the Levy Meeting. Provided further, the Association will not impose a fine on an Owner if the 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. 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 after 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 as promptly as practical. All fines will be part of the Assessments to which the Owner's Lot is subject under this Declaration. In all events, no portion of the fines may be used to increase the compensation to the Board or agent thereof.

2.8.8 *Licenses, Easements and Rights-of-Way.* The power to convey any easements and licenses to use the Common Area as may be necessary or appropriate for the maintenance, preservation, and enjoyment of the Common Area or Common Improvements, or for the preservation of the health, safety, convenience and the welfare of the Community, or for the purpose of constructing, erecting, operating or maintaining any of the following:

2.8.8.1 Underground lines, cables, wires, conduits, or other devices for the transmission of electricity or electronic signals for lighting, heating, power, telephone, television, or other purposes, and the above-ground lighting stanchions, meters, and other facilities associated with the provision of lighting and services;

2.8.8.2 Public and other sewers, storm drains, water drains and pipes, water supply systems, sprinkling systems, heating and gas lines or pipes, and any similar public or quasi-public improvements or facilities; and

2.8.8.3 Mailboxes and sidewalk abutments around mailboxes or any service facility, berm, fencing, and landscaping abutting Common Areas, public and private road/streets or land conveyed for any public or quasi-public purpose including pedestrian and bicycle pathways.

2.8.9 *Amenity Agreements.* The power to enter into any lease, license, use or other agreements as the Board deems proper or convenient to secure the use of off-site amenities or facilities for the benefit of the Community. Without limiting the generality of the foregoing, and only by way of example, the Association may enter into agreements with others for the use of any recreational amenities or facilities by the Owners on any terms as the Association deems reasonable or prudent. Any costs incurred by the Association related thereto will be Common Expenses, and the Common Expenses will be included in the Regular Assessments.

2.8.10 *Reserves.* The power to fund operating reserves and capital reserves as the Board deems necessary or prudent.

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

2.8.12 *Enforcement*. The power 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 Community Documents. The power of enforcement includes:

2.8.12.1 The right to enter upon any Lot (but not inside any building constructed thereon) for the purpose of removing, altering, reconstructing, or restoring any Improvements constructed, reconstructed, refinished, added, altered, or maintained in violation of the Community Documents. If the Improvements are located on a Lot, then Association will first provide the Owner thereof with a notice specifying the default and a reasonable period to cure (no less than ten (10) days and no more than thirty (30) days), and if the Owner does not cure the default to the reasonable satisfaction of the Association within the cure period, the Owner of the Improvements will immediately reimburse the Association for all expenses incurred by the Association in connection with its removal, alteration, reconstruction, or restoration of the Improvements.

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

2.8.12.3 The right to perform any obligation of an Owner under the Community Documents if the obligation is not timely performed by the Owner. In that event, the defaulting Owner will immediately reimburse the Association for all costs reasonably incurred by the Association in performing the obligation. Except in the event of an emergency, the Association will provide the defaulting Owner with a notice specifying the default and a reasonable period to cure (no less than ten (10) days and no more than thirty (30) days) prior to exercising its power hereunder.

If the Association employs attorneys to collect any Assessment or charge, whether by suit or otherwise, or to otherwise enforce compliance with the Community Documents, the Association is entitled to recover its reasonable attorneys' fees in addition to any other relief or remedy obtained.

2.8.13 *Insurance*. The power to obtain any bonds and insurance required by applicable law and any further insurance as the Board deems necessary or prudent, including casualty insurance for any Common Area or Common Improvements, 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 Developer, the Association will procure at least the following insurance policies to the extent the policies are available on commercially reasonable terms:

2.8.13.1 Casualty insurance on all insurable real and personal property for which the Association bears risk of loss, which insurance will be for the full replacement cost thereof without optional deductibles;

2.8.13.2 Worker's compensation and employer's liability coverage as required by law;

2.8.13.3 Broad form comprehensive public liability insurance insuring the Association, the Board, and their respective agents and employees against any liability incident to the ownership or use of the Common Area; which insurance will be for not less than One Million Dollars ($1,000,000) per occurrence with respect to personal injury/sickness/death and One Million Dollars ($1,000,000) per occurrence with respect to property damage; and

2.8.13.4 Full coverage directors' and officers' liability insurance with a limit of at least Two Hundred Fifty Thousand Dollars ($250,000).

2.8.14 *Entitlement Obligations*. The power to fulfill any duties imposed by any governmental or other quasi-governmental agencies as part of the entitlements for the development of Community, including any requirements or obligations identified in the entitlements as the responsibility of the applicable homeowners association, such as plat notes, development agreements or conditions of approval.

2.8.15 *Financing*. The power 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.

2.8.16 *Estoppel Certificates.* The power to execute a written statement stating (a) whether or not, to the knowledge of the Association, a particular Owner or Owner's Lot is in default of this Declaration; (b) the dates to which any Assessments have been paid by a particular Owner; and (c) any other matters as the Board deems reasonable. Any estoppel certificate may be relied upon by a bona-fide prospective purchaser or mortgagee of the Owner's Lot, but only to the extent the prospective purchaser or mortgagee has no knowledge to the contrary. The Association may charge a reasonable fee for the statements.

2.8.17 *Improvements in the Public Right-of-Way.* The power to enter into (or assume) any license and easement agreements with the applicable highway authority (or assume the obligations under any license and easement agreements entered into by Developer) to install, maintain, improve, irrigate, trim, repair and replace improvements and landscaping in the public rights-of-way (including sidewalk easements and planter strips); provided, however, nothing herein limits, or requires the Association to assume, each Owner's obligations with respect to improvements and landscaping in the right-of-way adjacent to the Owner's Lot.

2.8.18 *Open Space Corridors.* The power to enter into agreements to improve, operate, maintain, repair or replace any corridor, open space, recreation facility, greenbelt or trail spaces, either for the benefit of the Community or the general public.

2.8.19 *Stormwater Drainage and Retention System*. The Association will be responsible for maintaining the storm drainage and retention system, if any, in accordance with applicable law, prudent industry practices and the current operation and maintenance plan, if any, as the same is amended from time to time (the "**O&M Manual**"). A copy of the current O&M Manual will be available upon request from the Association.

2.8.20 *Variances for Persons with Disabilities.* The right to authorize variances from the requirements of the Community Documents 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 the Owner to bear. The granting of a variance does not waive any element of the Community Documents for any purpose except as to the particular person, the particular Lot 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 the Community Documents or applicable law.

2.8.21 *Other*. Any other powers as the Association may have consistent with the Community Documents and applicable law.

2.9 **Association Records; Owner Inspection**. The Association will keep records of its business and affairs as is customary for homeowners associations, including a membership register, accounting records, financial statements, operating budgets, balance sheets and minutes of meetings of the Board, the Members and committees. The records will be available at the Association's regular offices for inspection and copying by any Owner at the 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 an inspection may be made; and (c) payment of the cost of reproducing copies of documents requested pursuant to this Section 2.9. The Association's obligations hereunder may be fulfilled by making the records available to an Owner electronically, including delivery by electronic mail or by the posting the records on the Association's website. No Owner may request the inspection of records more than two times during any calendar year (and for this limitation, all persons or entities that own a Lot will be considered to be one Owner).

2.10 **Immunity; Indemnification**. Each Owner understands and agrees that Developer, the Association, the Association's manager (if any), and the directors, officers, agents, employees of any of them (each individually a "**Released Party**") are immune from personal liability to the Owner or any other person, and the Owner hereby knowingly and voluntarily waives and releases each Released Party, for the Released Party's actions or failure to act with respect to the Community Documents that does not constitute gross negligence or willful misconduct on the part of the Released Party. The Association will indemnify, defend and hold each Released Party harmless from any action, expense, loss or damage caused by or resulting from the Released Party's actions or failure to act with respect to the Community Documents; provided, however, the Association is not obligated to indemnify, defend and hold harmless any Released Party for their own gross negligence or willful misconduct.

2.11 **Waiver of Consequential Damages**. Neither Developer nor the Association is liable to any Owner for, and each Owner releases Developer and the Association from, any form of indirect, special, punitive, exemplary, incidental or consequential or similar costs, expenses, damages or losses arising from or related to the Community.

ARTICLE 3 GENERAL AND SPECIFIC OBLIGATIONS AND RESTRICTIONS

3.1 **Residential Use**. All Lots (except Common Area) will be used exclusively for residential purposes and other uses incidental thereto as permitted by this Declaration and applicable law. Except for Home Occupations permitted pursuant to this Section, no Lot will be used at any time for commercial or business activity. A "**Home Occupation**" is any lawful, gainful occupation conducted on a Lot by an Occupant of the Lot. A Lot may be used for a Home Occupation provided that the home office or studio related thereto is not more than five hundred (500) square feet in size and located entirely within a dwelling. The Home Occupation must be conducted in accordance with the other terms and limitations of the Community Documents and applicable law. A Lot may be used for other Home Occupations only upon the specific approval of the Association, which approval may be subject to any conditions as the Association deems appropriate, and which Home Occupation must in conducted accordance with the other terms and limitations of the Community Documents and applicable law. No Home Occupation may (a) involve highly combustible materials; (b) involve retail operations; (c) use equipment or tools where the dimensions, weight or power rating are beyond normal household equipment or tools; (d) cause abnormal automotive or pedestrian traffic in the Community; (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 in the Community and are sent to other locations; or (g) involve other uses that, in the reasonable opinion of the Association, would detract from the residential character of the Community.

3.2 **Exterior Maintenance Obligation – Association's Obligations**. To provide a uniform, clean, and neat appearance within the Community without the requirement of approval of the Owners, the Association shall provide the following services to the following portions of the Community:

3.2.1 *Generally*. The Association shall maintain the Common Area in good operating condition and repair. In addition, the Association will undertake certain care, maintenance, repair and replacement activities within the Community, including on the Lots of individual Owners, to the limited extent set forth in this Section 3.2 (sometimes referred to herein as "**Common Maintenance Activities**"). Each Owner will undertake *all* operation, care, maintenance, repair and replacement with respect to such Owner's Lot and the Improvements thereon except to the extent any such operation, care, maintenance, repair and/or replacement obligations are *expressly* assumed by the Association in this Section 3.2. For the removal of doubt, the Association's obligations under this Section 3.2 do not include any matters

arising from or related to Homeowner Maintenance. "**Homeowner Maintenance**" means each Owner's obligation to diligently inspect, care for, operate, maintain, repair and replace the Owner's Lot and the Improvements thereon in accordance with best practices, any manuals or other documents provided to the Owner, and this Declaration (including, without limitation, Section 3.3 hereof). The Association may limit or decline to provide any Common Maintenance Activities, or cease any Common Maintenance Activities started, if any Owner or occupant of any Lot fails to fully and faithfully cooperate with the Association's performance thereof, or engages in or permits any conduct that interferes with the safe or efficient performance of the Common Maintenance Activities, or if the Board, in its reasonable discretion, determines that performance of such Common Maintenance Activities would be a waste of the Association's resources. The Common Maintenance Activities may be performed by Association staff or contractors. The Association will not be responsible, and each Owner releases the Association from, any personal injury or property damage arising from or related to the performance of the Common Maintenance Activities, except if caused by the Association's gross negligence or willful misconduct. No Owner will be entitled to any deferral or reduction of any charge or Assessment if the Owner refuses or would not benefit from any Common Maintenance Activities, or if the Association exercises any right to limit, decline to provide, or cease any Common Maintenance Activities as provided in this Declaration.

3.2.2 *Landscaping*. The Association shall provide basic care for the landscaping and maintain the Irrigation System in the Common Area in accordance with this Section. The Association's limited care and maintenance obligations will be limited to: (a) periodic weeding, mowing, trimming, pruning, aerating, and fertilizing landscaping, as well as removing, repairing, and replacing diseased, damaged, and destroyed landscaping on each Lot; and (b) operating, maintaining, repairing, and replacing the Irrigation System as necessary to keep the same in good operating condition and repair, including performing spring startup and fall blowout, and periodic regulation and adjustment of irrigation pressure, replacement and repair of irrigation lines, replacement and repair of irrigation heads and nozzles, and monitoring and making adjustments to ensure proper coverage for landscaping. All such care and maintenance will be performed in accordance with the standards promulgated by the Board from time-to-time, which shall set forth the scope and frequency of the care and maintenance to be performed as determined by the Board in its reasonable discretion (the "**Landscape Care Standards**"). The Association may perform additional care and maintenance, or perform care and maintenance at a level beyond the minimums in the Landscape Care Standards, at any time and from time-to-time, all without obligation of any kind to continue doing so. The Association may charge the Owner of any Lot for the cost of repairing or replacing any landscaping or component of the Irrigation System where such repair or replacement is caused by the Owner's abuse, misuse, or vandalism. Each Owner agrees that any unusual or excessive damage will be presumed to be from abuse, misuse or vandalism. In light of the Association's maintenance responsibilities hereunder, no Owner shall modify any portion of the landscaping or Irrigation System on its Lot or elsewhere within the Community. Each Owner shall be responsible for the maintenance of all potted plants, hanging plants, and the like on such Owner's Lot. Any maintenance of landscaping beyond that described in this Section shall be the cooperative, common obligation of the Owners.

3.2.3 *Snow and Ice Removal*. The Association shall perform basic snow and ice treatment to paved surfaces of the Common Area (including the private road / street) and the Fire Lane commensurate with similar townhome developments in Blaine County, Idaho. The Association shall not be responsible for snow and ice treatment to roofs, gutters, and paved

surfaces on any Lot, or to parking spaces. Each Owner is responsible for any snow and ice removal beyond that provided by the Association.

3.2.4 *Roofing*. The Association will replace the roofing materials (i.e., the roof membrane, but not roof structure) of each Townhome Building at the end of the normal life of the then existing roofing materials as determined by the Board in its reasonable discretion, which is anticipated to be approximately once every thirty-five (35) years. The replacement will occur only on a per Townhome Building basis; it will not occur on an individual townhome in any Townhome Building unless the repainting concurrently occurs on all townhomes within the Townhome Building. The Association will ***not*** undertake the early replacement of roofing materials, even if the roofing materials need to be replaced early because of casualty events, inadequate homeowner maintenance or any other reason. The Association strongly recommends that each Owner diligently perform all maintenance obligations with respect to its roofing. The roof replacement will occur as set by the Board, and will be with the materials, methodology and colors selected by the Board, with the intent that the roofs will be uniform throughout the Community and equal to or better than the roofing materials originally installed by Developer in terms of quality, appearance, and durability.

3.2.5 *Exterior Painting*. The Association will repaint the exterior walls (which will be the exterior wall surface, door and window trim, eaves and soffits, but not the doors, windows or floor surfaces (i.e., wood patios or decks) of each Townhome Building at the end of the normal life of the then existing paint as determined by the Board in its reasonable discretion, which is anticipated to be approximately once every ten (10) years. The repainting will occur only on a per "Townhome Building" basis. The repainting will not occur on an individual townhome in any structure unless the repainting concurrently occurs on all townhomes within the Townhome Building. The Association will not undertake the early painting of the exterior walls, even if the exterior walls need to be repainted early because of casualty events, inadequate homeowner maintenance or any other reason. The Association strongly recommends that each Owner diligently perform all homeowner maintenance obligations with respect to its exterior walls. The repainting will occur as set by the Board, and will be with the materials, methodology and colors selected by the Board, with the intent that the repainting will be uniform throughout the Community (in terms of quality, but not necessarily color) and equal to or better than the painting materials originally used by Developer in terms of quality, appearance, and durability. Notwithstanding the foregoing, upon the written approval of the Board, and with the consent of all Owners in the Townhome Building, an Owner may repaint the exterior walls of its townhome prior to the time the Association performs the repainting required of it under this Section 3.2.5, on the condition that the paint be equal to or better than the paint originally used in terms of quality, appearance, and durability, and on such other conditions as the Board may require.

3.3 **Exterior Maintenance Obligations - Owner's Obligations**. Each Improvement on an Owner's Lot shall at all times be kept in good operating condition and repair, and no Improvement on an Owner's Lot shall be permitted to fall into disrepair. In the event that any Owner shall permit any Improvement which is the responsibility of such Owner to maintain, to fall into disrepair so as to create a dangerous, unsafe, unsightly, or unattractive condition, or that damages property or facilities on or adjoining the Owner's Lot, the Association, upon thirty (30) days prior written notice to the Owner of such Lot, shall have the right to correct such condition, and to enter upon such Owner's Lot for the purpose of doing so, and such Owner shall promptly reimburse the Association for the cost thereof. Such cost shall be a Limited Assessment and shall create a lien enforceable in the same manner as other Assessments as set forth herein. The Owner of the offending property

shall be personally liable, and such Owner's property may be subject to a mechanic's lien for all costs and expenses incurred by the Association in taking such corrective acts, plus all costs incurred in collecting the amounts due. Each Owner shall pay all amounts due for such work within ten (10) days after receipt of written demand therefor, or the amounts may, at the option of the Board, be added to the amounts payable by such Owner as Regular Assessments.

3.4 **Nuisances.** No rubbish or debris of any kind will be placed or permitted to accumulate anywhere upon the Community, including the Common Area or vacant Lots, so as to render the Community or any portion thereof unsanitary, unsightly, offensive or detrimental to the Community, or to any other property in the vicinity of the Community. No Owner will allow any odor to arise from the Community so as to render the Community or any portion thereof unsanitary, offensive or detrimental to the Community, or to any other property in the vicinity of the Community. No business or Home Occupation (as defined in Section 3.1), no noise, no exterior fires, no obstructions of pedestrian walkways, no unsightliness or other nuisance will be permitted to exist or operate upon any portion of the Community so as to be offensive or detrimental to the Community or its Occupants or to other property in the vicinity or to its occupants or residents, as determined by the Board, in its reasonable judgment, or in violation of any federal, state or local law, rule, regulation or ordinance. Without limiting the generality of any of the foregoing, no whistles, bells or other sound devices (other than security devices used exclusively for security purposes which have been approved by the Board), flashing lights or search lights will be located, used or placed on the Community without the Board's approval. No unsightly objects will be permitted to remain on any Lot so as to be visible from any other portion of the Community. Without limiting the generality of the foregoing, refuse, garbage, trash, equipment, gas canisters, propane gas tanks, barbecue equipment, heat pumps, compressors, containers, lumber, firewood, grass, shrub or tree clippings, plant waste, metals, bulk material and scrap will be kept at all times in containers and in areas approved by the Board. No clothing or fabric will be hung, dried or aired in a way that is visible to any other portion of the Community. No major appliances (such as clothes washers, dryers, refrigerators or freezers) may be kept, stored or operated on any balcony, patio, porch or other exterior area of any Improvement. Window air-conditioning units are not allowed. Windows will be covered only by drapes, shades or shutters that are white or muted earth tone in color, and will not be painted or covered by foil, cardboard, sheets or similar materials.

3.5 **Vehicles and Equipment**. On-street parking on public roads will be limited to those specific areas where on-street parking is expressly permitted by the highway authority responsible for the public road. Vehicles must not extend or otherwise be permitted on or into any sidewalk, bicycle path, pedestrian path or the Fire Lane unless the vehicle is engaged in an emergency procedure, or as provided elsewhere in the Community Documents. Except as expressly permitted by this Section 3.5, none of the following items may be placed in any part of the Community (including streets, parking areas and private roads/streets), unless the item is located entirely within a garage such that the item is concealed from the view of any person standing outside the garage, except when the garage is open to facilitate ingress and egress: (a) motor homes, motor coaches, campers, trailers, snowmobiles, aircraft, boats, recreational vehicles, all-terrain vehicles; (b) abandoned or inoperable vehicles, defined as any vehicle which has not been driven under its own propulsion for a period of forty-eight (48) hours or longer; (c) dilapidated or unrepaired and unsightly vehicles; (d) snow removal equipment, garden maintenance equipment or similar equipment; and/or (e) any other unsightly equipment or machinery. To the extent possible, garage doors will remain closed at all times. Gardening, yard and snow removal machines (electric, gas or other power source) may only be used from 8:00 am to 9:00 pm. The items described in this Section 3.5 may be located in a side yard or rear yard (but not the front yard) so long as the yard is enclosed by a solid fence.

3.6 **Animals/Pets**. Except as provided in Section 3.7, no animals, livestock or poultry of any kind will be raised, bred or kept on any Lot except that Household Pets (defined below) may be kept for an Owner's personal use provided that (a) the Household Pets are not bred or maintained for any commercial purpose; (b) no more than three (3) of any combination of domesticated dogs or domesticated cats may be kept on a Lot; and (c) any Household Pets will be properly restrained and controlled at any time they are within the Community. "**Household Pets**" means generally recognized household pets that are customarily kept as indoor pets, such as domesticated dogs, domesticated cats, fish, birds (excluding hens and chickens), rodents and non-poisonous reptiles. Household Pets will not include livestock, poultry (including hens and chickens), swine or waterfowl. Household Pets will not be kept which unreasonably bother or constitute a nuisance to other Owners. Any noisy animal (defined below), any vicious animal, any non-domestic household pet or any animal which damages or destroys property will be deemed a nuisance. Excessive or untimely barking, disturbing by-passers, chasing vehicles, pursuing or attacking other animals, including wildlife, and trespassing upon private property in a manner that may damage the Community will also be deemed a nuisance. A "noisy animal" means any animal which habitually or frequently disturbs the sleep, peace or quiet of any Occupant. Owners will contact the local animal control agency regarding noisy animals prior to complaining to the Board about the animals. Any costs associated with responding to complaints of a noisy animal or nuisance pet may be levied against an Owner as a Limited Assessment. The Owner of a Lot where a Household Pet is kept, as well as the legal owner of the Household Pet (if not the Owner), will be jointly and severally liable for any and all damage and destruction caused by the Household Pet, and for any clean-up of any Common Area, roads or other property necessitated by the Household Pet.

3.7 **Assistance Animals**. Assistance animals are welcome in the Community in accordance with the Fair Housing Act (42 U.S.C. § 3601 et. seq., as amended), the Idaho Human Rights Act, and any other applicable law.

3.8 **Construction and Temporary Structures**. Except during the course of construction, no trailer houses or similar mobile units designed for overnight accommodations will be parked on any street. No trailer, tent, shack, garage, barn or other unattached structure erected on a Lot will, at any time, be used as a residence, temporarily or permanently, nor will any residence of a temporary character be permitted. No building of any kind will be erected or maintained on a Lot prior to the construction of the Improvements thereon. The construction of Improvements will be prosecuted diligently and continuously from the time of commencement thereof until the Improvements are fully completed and painted. The construction site will be cleaned of trash and debris nightly and maintained in a non-nuisance condition.

3.9 **Drainage**. Except with the approval of Developer, no Owner will interfere with the established drainage pattern over any portion of the Community, unless adequate alternative provisions for proper drainage have first been approved by the Board and properly installed. For the purposes hereof, "established" drainage is defined as the system of drainage, whether natural or otherwise, which exists at the time the overall grading of any portion of the Community is completed by Developer, or that drainage which is shown on any plans approved by the Board, which may include drainage from Common Area over any Lot in the Community.

3.10 **Grading**. Except as provided in Section 3.9, no Lot will drain onto, over, across or under the Common Area or an adjacent Lot. The Owner of any Lot within the Community in which grading or other work has been performed pursuant to a grading plan approved by any public agency, or by the Board, will maintain and repair all graded surfaces and erosion prevention devices, retaining walls, drainage structures, means or devices which are not the responsibility of any public agency, and plantings and ground cover installed or completed thereon.

3.11 **Energy Devices**. Solar panels and solar collectors ("**Solar Devices**") are permitted on the rooftop of any structure on any Lot if the rooftop is owned, controlled and maintained by the Owner; provided however, the Board will have the right to determine the specific location where the Solar Devices may be installed on the roof as long as installation is permitted within an orientation to the south or within forty-five (45) degrees east or west of due south. The Association may adopt reasonable rules for the installation of Solar Devices consistent with an applicable building code or to require that panels or collectors of the Solar Devices be parallel to a roof line, conform to the slope of the roof, and that any frame, support bracket, or visible piping or wiring be painted to coordinate with the roofing material. No other energy production devices or generators of any kind (e.g., windmills) will be permitted in the Community without the Board's approval of the device and the installation thereof.

3.12 **General Signs**. No more than one (1) sign will be allowed on any Lot at the same time to advertise the Lot for sale or to advertise the Lot during the course of construction, and all signs must be removed within fifteen (15) days of occupancy or closing of sale. 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 three (3) fee by two (2) feet in size and not more than three (3) feet above grade. The Association may erect and maintain identification signs, street signs and other appropriate informational signs upon the Common Area or upon utility easements of a size and design approved by the Board. No other signs will be placed or maintained upon the Common Area. Signs advertising a Lot for rent or lease are not allowed anywhere within the Community.

3.13 **Political Signs**. A "political sign" is limited to any fixed, ground-mounted display in support of or in opposition to a candidate for office or a ballot measure. An Owner may place political signs for an upcoming election on any Lot owned by that Owner, but only during the prior that is thirty (30) days prior to the applicable election, and the signs will be removed within three (3) days after any the election. The Association may adopt reasonable rules, subject to any applicable laws, regarding the time, size, place, number, and manner of display of political signs. The Association may remove political signs that violate this Declaration or the Association's rules, so long as the removal is not prohibited by applicable law (e.g., Idaho Code § 55-3209 or its successor).

3.14 **Flags**. No flags, banners, windsocks or similar items are permitted within the Community except for the flag of the United States of America, the flag of the state of Idaho, the POW/MIA flag, an official or replica flag of any branch of the United States armed forces, and an official or replica flag of any police organization (the "**Permitted Flags**"). The Association may adopt reasonable rules that regulate the display of Permitted Flags as permitted by applicable law (e.g., Idaho Code § 55-3210 or its successor).

3.15 **Antenna; Satellite Dishes.** The following restrictions will apply to direct broadcast satellite dishes that are less than one meter in diameter and antenna for receipt of video programing (each, a "**Devic**e") except where the restrictions would (a) unreasonably delay or prevent installation, maintenance or use of the Device; (2) unreasonably increase the cost of installation, maintenance or use of the Device; or (b) preclude reception of an acceptable quality signal to the Device. The Device must be installed on the rear of the residential structure on the Lot, or within four (4) feet of the rear of the structure on any of the structure's side walls. The Device must be screened by a fence, landscaping or similar structures in accordance with the Design Requirements, or as otherwise required to ensure the safety of the residents of the Community. No Device may be installed until after an Owner has received Board approval for construction of residential Improvements on the Owner's Lot. Satellite dishes that are one meter or larger in diameter, and any antenna other than an antenna for the receipt of video programming, will not be a Device and are prohibited unless the Device and its installation are expressly approved by the Board.

3.16 **No Further Subdivision**. No Lot may be further subdivided unless the subdivision is approved by the Board, and then only in accordance with applicable law.

3.17 **Holiday Lights**. Winter holiday decorations and lighting displays are permitted starting on November 15 of each year and must be removed by January 15 of the following year. Any other holiday decorations or lighting displays (such as Halloween) are permitted up to fifteen (15) days prior to the holiday and must be removed within three (3) days after the holiday.

3.18 **Trash**. The Community includes a trash enclosure for unit trash service; units will not receive individual trash service. If a unit receives separate private service or schedules pickup of other items, the receptacle or item must not be visible from any street except between 8:00 PM on the day before, and 8:00 PM on the day of, the date selected by the trash collector for pick-up.

3.19 **Harassment Prohibited**. Each Owner covenants that its Owner Parties will not engage in any conduct or behavior that constitutes harassment toward any person lawfully on the Common Area. "**Harassment**" means any verbal, written or physical conduct (or conduct using technology) that limits or denies a Community member's ability to enjoy the benefits of the Common Area. To constitute harassment, the conduct must be severe, persistent or pervasive such that it has the purpose or effect of unreasonably interfering with an individual's use of the Common Area, or that it creates an intimidating, hostile, or offensive environment on the Common Area. To rise to the level of Harassment, the behavior must be subjectively and objectively unreasonable, taking into consideration the characteristics of the victim. If the Association finds (in its discretion) that any Owner Party violates the covenant in this Section, then the Association may (a) temporarily ban the Owner Party from access to, or use of, any Common Area for any period the Association deems appropriate; (b) place any restrictions on the Owner Party's access to, or use of, any Common Area for any period the Association deems appropriate. The terms of this Section will be interpreted broadly to effectuate its purpose. The Association's decisions pursuant to this Section will be binding on the affected Owner Parties, unless the Association's decision violates applicable law or unless there is clear and convincing evidence that the Association acted in bad faith.

ARTICLE 4 ARCHITECTURAL REVIEW

4.1 **Design Requirements**. The Board has the power to adopt, amend and repeal any rules that the Board deems reasonable to ensure that all Improvements in the Community meet the minimum requirements for external design, quality and type of construction, architectural character, materials, color, location in the Building Envelope, height, grade and finish ground elevation, natural conditions, landscaping and other design or aesthetic considerations (the "**Design Requirements**"). "Building Envelope" means the area within a Lot where a residential structure and accessory structures may be located, and unless otherwise designated on the Community Documents, the Building Envelope is that portion of the Lot that is not located within easements or setbacks. The Design Requirements may include rules and regulations: (a) to protect the special qualities of the Community; (b) to encourage creative design; (c) to provide general architectural, design and construction guidelines; (d) that provide landscape guidelines (including a description of existing, natural conditions and vegetation); (e) that provide submittal and review procedures; (f) establishing fees and charges for review; and (g) establishing penalties for noncompliance. The Design Requirements must conform to this Declaration, and if the Design Requirements conflict with this Declaration, this Declaration will govern. If any provision of the Design Requirements are deemed ambiguous on any matter, the Board's interpretation of the provision will be given deference so long as the interpretation is a reasonable.

4.2 **Design Review Required**. No Owner will construct, reconstruct, alter, install or remove any Improvements or landscaping except with the Board's approval. The Board will review, study and either approve or reject the proposed Improvements or landscaping, all in compliance with the Declaration and the Design Requirements. The Board is authorized to retain the services of one or more consulting architects, landscape architects, engineers, designers and other consultants to advise and assist the Board on a single project, on a number of projects or on a continuing basis. The Board's action in the exercise of its discretion by its approval or disapproval of the proposed Improvements or landscaping, or with respect to any other matter before it, will be conclusive and binding on all interested parties. The Board will not direct or control the interior layout or interior design of residential structures except to the extent incidentally necessitated by use, size and height restrictions.

4.3 **Board Expenses**. All expenses of the Board will be Common Expenses paid by the Association. The Board will have the right to charge reasonable fees for applications submitted to it for review, in amounts which may be established by the Board from time-to-time, and the fees will be collected by the Board and remitted to the Association to help defray the expenses of the Board's operation, including reasonable payment to each member of the Board for their services as provided herein. Each Owner, by submitting a design review application to the Board, agrees to pay any additional reasonable fees based on costs incurred by the Board in retaining consultants for the review and approval of the Owner's application(s).

4.4 **Variances**. The Board may authorize variances from any of the Design Requirements when the Board deems it desirable to address special circumstances, such as unusual topography, natural obstructions, hardship, aesthetic considerations or other circumstances. The granting of a variance will not waive any element of the Design Requirements for any purpose except as to the particular property and particular provision covered by the variance. Approval of a variance will not affect the Owner's obligation to comply with this Declaration or applicable law.

4.5 **Board Approvals**. The Board's approval of any Improvement does not mean the Improvements will be permitted by applicable law, approved by the applicable governmental authorities or others. The Board will not be responsible in any way for any defects or errors in any plans or specifications submitted, revised or approved, nor for any structural or other defects in any work done according to the plans and specifications.

ARTICLE 5 ASSESSMENTS

5.1 **Covenant to Pay Assessments**. 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 the Owner or the Owner's Lot pursuant to the Community Documents. Assessments against a Lot will be a continuing lien on the Lot until paid, whether or not ownership of the Lot is transferred. Assessments against a Lot are also the personal obligation of the Owner of the Lot when the Assessment becomes due and payable. The personal obligation will remain with the Owner regardless of whether the Owner remains the owner of the Lot. Delinquent Assessments related to a Lot will not pass to the Owner's successors in title unless expressly assumed by them. The Assessments and charges, together with interest, costs and reasonable attorneys' fees, which may be incurred in collecting the same, will be a charge on the land and will be a continuing lien upon the Lot against which each the Assessment or charge is made.

5.2 **Regular Assessments**. Regular Assessments are to be used to pay for all costs and expenses incurred by the Association for the conduct of its affairs or the exercise of any of the Association's powers, obligations under the Community Documents (collectively, the "**Common Expenses**").

Maintenance funded provided by Regular Assessments will be scheduled and supplemental. Without limiting the generality of the foregoing, the Common Expenses will include:

5.2.1 The cost and expenses incurred by the Association for professional management of its business and affairs;

5.2.2 The costs and expenses incurred by the Association in the exercise of any of its powers under Section 2.8;

5.2.3 The costs and expenses of construction, improvement, protection, insurance, maintenance, repair, management and operation of the Common Area, Common Improvements, and any Improvements located in other areas that are owned, managed or maintained by the Association, including specifically but not limited to the costs of operation and maintenance of the snowmelt systems;

5.2.4 scheduled landscaping and irrigation of the Lots, replacement of roofing material, and exterior painting;

5.2.5 an amount to fund adequate reserves for the on-going repair and maintenance of the private road/street in accordance with applicable law; and

5.2.6 an amount to fund adequate reserves for extraordinary operating expenses, contingent risks or liabilities (such as indemnification and defense expenses), capital repairs, capital replacements and any other expenses for which the Board deems prudent to fund a reserve, including but not limited to the Irrigation System and landscaping for the Lots as well as future maintenance needs for Townhome Maintenance Elements such as scheduled roof replacement and end of life replacement for eaves, gutters, and downspouts.

5.3 **Special Assessments**. If the Board determines that additional funds are needed to fund capital expenses or that the Regular Assessment for a given calendar year is or will be inadequate to meet the Common Expenses for the calendar year for any reason, the Board may levy a Special Assessment to collect the additional funds needed for the capital expenses or to meet the Common Expenses for the calendar year. Special Assessments will be levied and paid upon the same basis as Regular Assessments; provided, however, the Association will, in the Board's reasonable discretion, set the schedule under which the Special Assessment will be paid, which schedule may be different than Regular Assessments.

5.4 **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, fees or charges levied against the Owner under the Community Documents; (b) to reimburse the Association for any costs incurred to bring the Owner's Lot or any Improvements thereon into compliance with the Community Documents; (c) to reimburse the Association for any damages caused by an Owner or any of its Owner Parties to any Common Area or Common Improvements; and (d) for the cost of providing any goods or services under the Community Documents that benefit the Owner or Owner's Lot, but less than all Owners or all Owners' Lots.

5.5 **Transfer Assessments**. Upon any transfer of fee simple title to a Lot to any Owner from time to time, the transferee will pay the then current transfer assessment to the Association (the "**Transfer Assessment**"). The Association may use the Transfer Assessments for any purpose that is not prohibited by law. The Association may waive the Transfer Assessment if the Association

concludes that the transfer was from a grantor to a party related to the grantor for less than market value.

5.6 **Assessment Procedures**. Unless otherwise determined by the Board, the Association will compute and forecast the total amount of Common Expenses on an annual basis (the "**Budget**"). The computation of the Budget will take place not less than thirty (30) nor more than ninety (90) days before the beginning of each fiscal year of the Association, unless a change in Owners or other circumstance makes it impracticable to compute the Budget in that time frame, in which event the Budget will be computed as soon as reasonably practicable. In all events, the computation of the Budget will be completed in good faith and is valid upon completion. Each Owner's Regular Assessment will be computed by multiplying the Budget by the fraction produced by dividing the number of Lots owned by the Owner by the total number of Lots not then exempt from Assessment. The Association may, in its discretion or as provided in the Community Documents, require payment of Regular Assessments in monthly, quarterly, semi-annual, or annual installments. The Association will provide Owners with not less than fifteen (15) days and no more than thirty (30) days of prior notice before any Board meeting for the purpose of levying a Special Assessment or increasing the Regular Assessment by more than ten percent (10%). Assessments are due and payable within thirty (30) days after the Association provides an invoice therefor to each Owner. If all or any part of an Assessment is not paid when due, then: (a) the delinquent Owner will pay to the Association a late payment charge equal to five percent (5%) of the delinquent amount; and (b) interest accrues 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, the Owner will pay to the Association an administrative fee in an amount set by the Board and thereafter the Association has the right to require future Assessments due from the 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. Each Owner agrees that the late payment charge and administrative fee are reasonable compensation to the Association for additional administrative costs and expenses caused by any late payment or returned check.

5.7 **Assessment Liens**.

5.7.1 *Creation*. There is hereby created a continuing claim of lien with power of sale on each and every Lot to secure payment of any and all Assessments levied against the Lot pursuant to the Community Documents, together with interest thereon at the rate described in Section 5.6 and all collection costs and attorneys' fees which may be paid or incurred by the Association in connection therewith. Upon default of any Owner in the payment of any Assessment related to a Lot, the Association may record a claim of lien against the Lot in accordance with applicable law (currently, Idaho Code § 45-810). Each delinquency will constitute a separate basis for a claim of lien, but any number of defaults may be included within a single claim of lien. The claim of lien may be foreclosed in any manner permitted by applicable law. Upon payment of the lien in full, the Association will record a release of the claim of lien.

5.7.2 *Subordination to First Mortgages*. Upon recordation of a claim of lien for delinquent Assessments in accordance with applicable law, the lien will 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 Mortgage given and made in good faith and for value that is of record as an encumbrance against the Lot prior to the recordation of a claim of lien for the Assessments. Except as expressly provided in this Section 5.7.2, the sale or transfer of any Lot will not affect the Assessment 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 the sale or transfer, nor will the sale or transfer diminish or defeat the personal obligation of any Owner for delinquent Assessments as provided for in this Declaration.

5.8 **Exemptions**. All Common Area and any Lots owned by the Association will be exempt from Assessments. Developer will be exempt from Assessments as set forth in Section 11.4.

ARTICLE 6 RIGHTS TO COMMON AREAS

6.1 **Use of Common Area**. Every Owner will have a right to use the Common Area as set forth in this Declaration subject to:

6.1.1 The Community Documents;

6.1.2 The right of the Association to suspend the right of an Owner to use the Common Area (or any designated portion of Common Area) for any period during which any Assessment or charge against the Owner's Lot remains unpaid and for a period not to exceed sixty (60) days for any infraction of the Community Rules (provided, however, that the Association may not prohibit an Owner's access to said Owner's Lot); and

6.1.3 The right of the Association to dedicate or transfer all or any part of the Common Area to any public agency, authority or utility or other party for any purposes and subject to any conditions as may be permitted by the Community Documents.

6.2 **Delegation of Right to Use**. An Owner may delegate its right to use the Common Area to any Owner Parties; provided, however, each Owner will be liable to the Association for any damage to any Common Area or Common Improvements caused by the negligence or misconduct of any Owner Parties. The cost of correcting the damage will be a Limited Assessment against the Lot.

6.3 **Association's Responsibility**. The Association will maintain, repair and replace the Common Area and Common Improvements so as to keep the same in good operating condition.

ARTICLE 7 EASEMENTS

7.1 **Easements of Encroachment**. There will be reciprocal appurtenant easements of encroachment as between adjacent Lots and between Lots and adjacent portions of the Common Area due to the placement or settling or shifting of the Improvements constructed, reconstructed or altered in accordance with the Community Documents. Easements of encroachment will be valid only so long as they exist, and the rights and obligations of Owners will not be altered in any way because of the settling or shifting of the Improvements; provided, however, that in no event will a valid easement for encroachment occur due to an Owner's willful or bad faith acts. If an Improvement is partially or totally destroyed, the Improvement may be repaired or rebuilt within the minor encroachments that existed prior to the encroachment and may be reconstructed pursuant to the easement granted by this Section 7.1.

7.2 **Easements of Access**. There will be reciprocal appurtenant easements of ingress and egress for all Owners to and from their respective Lots for installation and repair of utility services and for necessary maintenance and repair of any Improvement, such as fencing, retaining walls, lighting facilities, mailboxes and sidewalk abutments, trees and landscaping.

7.3 **Improvements in Drainage and Utility Easements**. No Owner will construct or alter any Improvements in any drainage or utility easement areas which would interfere with the easement being used for its intended purpose. The Owners may install and maintain Improvements on the easement areas as permitted by the Community Documents so long as the Improvements are permitted by the terms of the easement and the Improvements will not interfere with or prevent the easement areas from being used for their intended purposes. No lawful user of the easement will incur any liability to the Owner for the damage or destruction of the Improvements.

7.4 **Easements Deemed Created**. All conveyances of Lots made after the date of the recording of the Declaration, whether by Developer or otherwise, will be construed to grant and reserve the easements contained in this Article 7 and elsewhere in this Declaration, even though no specific reference to the easements appear in the conveyance instrument.

7.5 **Emergency Easement**. A general easement is hereby granted to all police, sheriff, fire protection, ambulance and all other similar emergency agencies to enter upon the Community in the proper performance of their duties.

7.6 **Maintenance Easement**. A non-exclusive easement is hereby reserved to Developer and the Association upon, across, over, in, and under all portions of all Lots that are not improved with an occupied structure (including but not limited to front and rear yards). Developer and the Association may use the easement reserved herein as Developer or the Association may deem necessary, appropriate, or convenient to perform any of their respective rights or obligations identified in the Community Documents, to perform their respective duties and functions to which they are obligated or permitted to perform pursuant to the Community Documents, and to make emergency repairs. Nothing herein relieves each Owner's obligation to maintain Improvements on the Owner's Lot.

7.7 **Developer's Rights Incident to Construction**. Developer retains a right and easement of ingress and egress over, in, upon, under, and across the Community and the right to store materials thereon and to make any other use thereof as may be reasonably necessary or incident to the construction of the Improvements in the Community on those portions owned by Developer or the Association; provided, however, that Developer will not exercise the rights in a way that will unreasonably interfere with the occupancy, use, enjoyment, or access to an Owner's Lot by that Owner or its Owner Parties.

ARTICLE 8 PRIVATE ROAD/STREET

8.1 **Private Road/Street**. The private road/street as identified on the Plat will be designated as a private road/street pursuant to Ketchum City Code § 16.04.020 (or its successor) for multimodal (vehicular, bicycle, pedestrian and similar) ingress and egress from the public right of way to each Lot.

8.2 **Utilities**. The private road/street may be used for the installation, operation, maintenance, repair and replacement of any utility services, including electricity, communications, gas, water and sewer (collectively referred to as "**Utility Improvements**"). If any Owner or utility provider installs Utility Improvements in a private road/street, then the Owner or utility provider will, at its sole cost and expense, restore (or cause to be restored) any displacement, damage or disfigurement to the private road/street as necessary to restore the private road/street to the same condition existing prior to the installation or repair of the Utility Improvements. The Owners and the Association agree to cooperate with each other to avoid utility conflicts and, where feasible, share Utility Improvements. All Utility Improvements are to be located underground; provided, however, if any element of a

Utility Improvement should reasonably be located at or above the surface of the ground to comply with applicable law, utility services provider requirements or practices, or good engineering practices, then the elements may be at or above ground provided that the element is not located on any vehicular or pedestrian travel surface unless the improvement is designed to traveled on (i.e., an access hole cover).

8.3 **Maintenance**. The Association will be responsible for (a) managing the private road/street as Common Area; (b) the maintenance, repair and replacement of the surface and subsurface of the private road/street in a reasonably smooth condition (to the extent practical), evenly covered with the type of materials originally constructed thereon or such substitutes as will, in all respects, be equal to such materials in quality, appearance and durability (but in all events as required by applicable law for private road/streets and common drives); (c) such future improvements in the private road/street that may be reasonably necessary for them to provide safe and usable access from the public right-of-way to the Lots in accordance with applicable law; (d) such future private road/street improvements that may be approved by the Owners (i.e., gates, entrance signs and other similar items) and permitted by applicable law); and (e) other responsibilities necessary for the proper maintenance of the private road/street as private road/street under applicable law. All maintenance and repair work must be performed to an equal standard over the entire length of a particular private road/street. All expenses incurred by the Association for the private road/street will be Expenses under this Declaration.

8.4 **Private Road/Street Reserve Fund**. In order to ensure that funds are available for future repair and maintenance of the private road/street, the Association will establish a "**Private Road/Street Reserve Fund**" as a separate account held by the Association. The Association will assess and collect funds for the future repair and maintenance of the private road/street in accordance with the requirements of Section 8.5, and deposit the same into the Private Road/Street Reserve Fund. The Association may use the funds in the Private Road/Street Reserve Fund only for expenses incurred by the Association in the maintenance, repair and replacement of the private road/street in accordance with this Article 8, and for no other purpose. If, at the expiration of the Development Period, the most recent reserve study identifies a deficiency in the Private Road/Street Reserve Fund (i.e., the account balance is less than the scheduled balance in the study), the Developer will deposit such funds into the Private Road/Street Reserve Fund as may be necessary for the fund to achieve the scheduled balance identified in the most recent reserve study.

8.5 **Private Road/Street Reserve Study Requirements**. In order to ensure that funds are available in the Private Road/Street Reserve Fund, the Association will conduct a private road/street reserve study as follows:

8.5.1 At least once every three (3) years (and also prior to the expiration of the Development Period), the Board shall cause to be conducted a reasonably competent and diligent visual inspection of the private road/street components that the Association is obligated to repair, replace, restore, or maintain as part of a study of the reserve account requirements of the common interest development, if the current replacement value of the major components is equal to or greater than one-half of the gross budget of the Association, excluding the Association's private road/street reserve account for that period. The Board shall review this study, or cause it to be reviewed, annually and shall consider and implement necessary adjustments to the Board's analysis of the reserve account requirements as a result of that review.

8.5.2 The study required by this section shall at a minimum include:

8.5.2.1 Identification of the private road/street components that the Association is obligated to repair, replace, restore, or maintain.

8.5.2.2 Identification of the probable remaining useful life of the components identified in Section 8.5.2.1 as of the date of the study.

8.5.2.3 An estimate of the cost of repair, replacement, restoration, or maintenance of the components identified in Section 8.5.2.1.

8.5.2.4 An estimate of the total annual contribution necessary to defray the cost to repair, replace, restore, or maintain the components identified in Section 8.5.2.1 during and at the end of their useful life, after subtracting total reserve funds as of the date of the study.

8.5.2.5 A reserve funding plan that indicates how the Association plans to fund the contribution identified in Section 8.5.2.4 to meet the Association's obligation for the repair and replacement of all private road/street components.

8.6 **Legal Requirements**. The provisions of this Article 8 may not be amended in a manner that would cause any private road/street (or any Lot taking access from a private road/street) to violate any of the legal requirements for private road/street (or the legal requirements for Lots taking access from a private road/street) under applicable law.

ARTICLE 9 PARTY WALLS

9.1 **Party Walls Created**. The Lots consist of a number of Townhome Buildings. Each townhome is conjoined to another by a Party Wall and covered by a common roof. Each townhome will be a separate legal lot, will have its own roof, will have its own structurally supporting exterior walls such that the townhome will be structurally independent from the Lot to which it is attached, but will be separated from other townhomes by a wall (that is, a "**Party Wall**"). Each Party Wall is located substantially along the property line which separates the Lots and each townhome comprising the Townhome Building.

9.2 **Easement for Encroachment**. Mutual reciprocal easements are hereby established, declared and granted for any encroachment of the Party Wall onto any adjoining Lot(s), which reciprocal easements shall be governed by this Declaration. Every deed to a Lot, whether or not expressly so stating, shall be deemed to convey and be subject to such reciprocal easements.

9.3 **Use of Interior Walls and Limitations Regarding Party Wall**. Subject to the provisions of this Section and elsewhere in this Declaration, each Owner shall have the right to paint the interior surface of their independent wall which is immediately adjacent to the Party Wall and shall have the right to hang pictures and frames on the interior surfaces of each such respective wall. Notwithstanding the foregoing, under no circumstances shall the Party Wall or any portion thereof, as originally constructed by Developer, be changed, altered or removed by any Owner or any Owner Parties. Furthermore, the following additional limitations shall apply to the Party Wall: (a) in no event shall a "cut-out" or other opening be permitted to be installed in any portion of the Party Wall; (b) in no event shall an Owner or any Owner Parties penetrate, with nails or otherwise, any portion of the Party Wall; and (c) in no event shall any electrical wiring, television antenna, machinery or any other electrical installation be permitted to be made to or through the Party Wall at any time other than by Developer.

9.4 **Maintenance and Repair**. As further provided in Section 9.3 above, no Owner shall do or permit any act that would cause damage to or impair the integrity of the Party Wall. Subject to the provisions of Section 9.5, below, the cost of repairs to the Party Wall shall be shared equally by the Owners sharing the Party Wall. To the extent that repairs or maintenance necessitate work on both sides of the Party Wall, the Owners shall cooperate in good faith to effect such work. If an Owner fails to repair or maintain the Party Wall or otherwise cooperate with repairs and maintenance, the other Owner shall notify such defaulting Owner of the failure and provide such Owner a reasonable period of time not exceeding five (5) days in which to cure such default. If the defaulting Owner fails to cure the default within such time period, the non-defaulting Owner may undertake such repair and for such purpose may enter upon the defaulting Owner's Lot, including, without limitation, the defaulting Owner's Improvement, without liability therefor except for damage resulting from willful misconduct of such Owner or Owner Parties. The non-defaulting Owner shall have a Lien (hereinafter defined) against the defaulting Owner's Lot in accordance with the provisions of Section 9.10 of this Declaration for the defaulting Owner's share of the cost and expense incurred in making or causing such repairs to be made, except that no Owner shall have or be permitted to assert a Lien against a Lot owned by Developer.

9.5 **Damage by Fire or Casualty**. If the Party Wall or any portion thereof is destroyed or damaged by fire or other casualty (unless the damage is covered by insurance policies maintained by either the Association or any sub-association and such association or sub-association is expressly required by applicable law to restore the Party Wall), the Owners shall restore the Party Wall and they shall contribute equally to the cost of restoration thereof without prejudice, subject however to the right of each Owner to call for a larger contribution from the other Owner under any rule of law regarding liability for negligent or willful acts or omissions. The right of any Owner to contribution from any other Owner hereunder shall run with and be appurtenant to the land and shall pass to such Owner's successors in title. Notwithstanding anything to the contrary, an Owner who by his or her negligent or willful act causes the Party Wall to be exposed to the elements shall bear the entire cost of furnishing the necessary protection against such elements.

9.6 **Insurance Required**. Each Owner shall obtain and continuously maintain in effect:

9.6.1 Insurance against loss or damage by fire and such other hazards as are normally covered under "standard" coverage in an amount not less than the full insurable replacement cost (with appropriate coverage for the costs of inflation and code compliance), for the Improvement and other improvements located on the Owner's Lot and/or Improvement, such insurance to provide coverage for at least each of the following: loss or damage by fire and other hazards covered by the standard, extended coverage endorsement, and for debris removal, cost of demolition, vandalism, malicious mischief, windstorm and water damage.

9.6.2 General liability insurance insuring against liability due to bodily injury and property damage, written on an occurrence basis, with policy limits of not less than Two Hundred Fifty Thousand and No/100 Dollars ($250,000.00) per occurrence, covering all claims for bodily injury and/or property damage, including, to the extent reasonably available, contractual coverage for the Owner's agreement to indemnify the other Owner and Owner Parties. Each Owner shall cause each Owner of the other Improvement in the Townhome Building to be named as an additional insured on the Owner's liability insurance policy. The Association shall have the right to increase the amounts and types of insurance required pursuant to this Section from time to time by providing written notice to the Owners.

9.6.3 Each Owner, within thirty (30) days after request by another Owner, shall provide evidence of the insurance required to be carried by the Owner under this Section. Each Owner shall obtain a provision in their respective insurance policies to provide for thirty (30) days' prior notice to the other Owner before cancellation or modification of such policy.

9.7 **Indemnification; Waiver of Subrogation**.

9.7.1 Except as provided for herein, each Owner shall defend and indemnify Developer, each other Owner and the other Owner Parties from and against any and all claims, liabilities, losses, damages, judgments, fines, penalties, losses, costs and expenses, including, without limitation, attorneys' fees and costs (collectively, "**Claims**"), due to personal and/or bodily injury to any person or persons, and damage to real and/or personal property, arising out of or in any way connected with any act or omission by the indemnifying Owner or any of such indemnifying Owner Parties, excepting and excluding the negligence or willful misconduct of the other Owner or the other Owner Parties.

9.7.2 To the fullest extent permitted without voiding any insurance required to be carried by any Owner, each Owner waives any and all rights to recover against the other Owner and the other Owner Parties, and against Developer, for any loss or damage to such waiving Owner arising from any cause covered by any insurance required to be carried by such waiving Owner pursuant to this Declaration or any other insurance actually carried by such waiving Owner. Each Owner, from time to time, will cause the Owner's insurers to issue appropriate endorsements to all policies of insurance carried in connection with the Lot in which the Owner's insurers waive their subrogation rights for any such loss or damage. Each Owner shall provide that the Association and Developer are additional insureds on any policy with the right of subrogation.

9.8 **Prohibited Alterations**. Each Owner is prohibited from altering the drainage or grading of such Owner's Lot or otherwise as it relates to the Townhome Building ("**Prohibited Alteration**"). If the Owners of all units constituting a Townhome Building jointly repair or replace any of the Townhome Maintenance Elements, the Owners in the Townhome Building shall share the cost equally. In the event of any repair to the Townhome Maintenance Elements, any sum received from insurance against such injury or damage shall be first applied to such repair or replacement. Each Owner must ensure that any penetrations of the roof of the Townhome Building are performed such that the roof system manufacturer's warranty is not voided. To the extent required by the roof system manufacturer's warranty, all penetrations of the roof must be performed by contractors and in a manner approved by the roof system manufacturer.

9.9 **Responsibility for Certain Acts**. If (a) the exterior of a Townhome Building is damaged through the willful or negligent act of an Owner or Owner Party (including without limitation as a result of a Prohibited Alteration), which damage is not promptly repaired by that Owner; (b) a Owner fails to replace damaged glass surfaces; (c) an Owner fails to pay his, her or its share of any repair maintenance work which is the joint obligation of the Owners as provided in this Article; or (d) any applicable governmental authority gives an Owner notice of a zoning violation which the Owner does not timely correct, then in each such event the other Owner may give the nonperforming Owner a written notice and demand to cure the matter. In the event that the matter has not been corrected or the sums due paid within ten (10) days thereafter, the non-defaulting Owner may undertake such repair and for such purpose may enter upon the defaulting Owner's Lot, including, without limitation, the defaulting Owner's Improvement, without liability therefor except for damage resulting from the willful misconduct of such Owner or his, her or its Owner Parties. The non-defaulting Owner shall have a Lien against the defaulting Owner's Lot and Improvement in

accordance with the provisions of Section 9.10 of this Declaration for the cost and expense incurred in making or causing such repairs to be made, except that no Owner shall have or be permitted to assert a Lien against a Lot owned by Developer or any associated Developer party.

9.10 **Liens**. All sums and amounts due and payable by one Owner to the other Owner under this Article 9 which are not paid when due shall be a personal obligation of the Owner and, in addition, shall constitute a lien on such Owner's Lot in favor of the other Owner ("Lien"). To evidence the Lien, the Owner entitled to the Lien may, but shall not be required to, prepare a written Notice of Lien setting forth the nature and amount of the unpaid indebtedness, the date the indebtedness first became due, and the name of the Owner and legal description of the Lot subject to the Lien. The Notice of Lien may be recorded in the real estate records of the County, at any time more than ten (10) days after demand by the Owner entitled to the Lien to the other Owner for such payments and the failure to pay of such non-paying Owner. Once a Notice of Lien is duly recorded, the Lien may be foreclosed by judicial foreclosure in the same manner as foreclosure of a mortgage or deed of trust on real property. The Lien shall be subordinate to the liens of first mortgages and first deeds of trust, but shall be superior to any homestead exemption. In any proceeding to foreclose a Lien or to recover amounts due from a Owner, the prevailing party in such proceeding, in addition to any other relief awarded, shall be awarded his, her or its costs, expenses and reasonable attorneys' fees incurred in connection with the recording and enforcement of the Lien, including, without limitation, reasonable attorneys' fees and costs incurred in any proceeding to enforce the Lien. If the non-paying Owner satisfies the indebtedness before a Lien foreclosure action is commenced, the holder of the Lien shall promptly execute and cause to be recorded an appropriate instrument releasing and discharging the Lien.

ARTICLE 10 RESOLUTION OF DISPUTES

10.1 **Agreement to Avoid Litigation**. All claims, grievances or disputes between to the interpret or enforce the Community Documents ("**Claims**") will be subject to Section 10.3 unless exempt under Section 10.2. All Claims will be subject to resolution pursuant to this Article 10 as a condition precedent to the institution or continuation of any legal or equitable proceeding; provided, however, any party to a Claim may proceed in accordance with applicable law to comply with any notice or filing deadlines prior to resolution of the Claim.

10.2 **Exemptions**. The following Claims will not be subject to this Article 10:

10.2.1 Any Claim by the Association to enforce the obligation to pay any Assessment under the Community Documents;

10.2.2 Any Claim by Developer or Association to seek injunctive relief to enforce the Community Documents;

10.2.3 Any Claim in which any indispensable party is not subject to this Declaration;

10.2.4 Any Claim that would be barred by Section 2.10 or any applicable law (such as, for example, the applicable statute of limitations); and

10.2.5 Any Claim arising out of or relating to the interpretation, application or enforcement of any purchase, sale or construction agreement related to the construction of Improvements within the Community, it being understood that applicable law and the provisions of the agreements will control the resolution of any claims or disputes related thereto.

10.3 **Dispute Resolution**

10.3.1 *Direct Discussions*. Any party having a Claim will notify the 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 parties to the Claim will make reasonable efforts to meet in person to resolve the Claim by good faith – it being understood that the best opportunity to achieve a fair and satisfactory resolution to a Claim is ordinarily through early discussions held in good faith.

10.3.2 *Dispute Resolution*. If the parties to a Claim are unable to resolve the Claim through direct discussions within a reasonable time, then either party to the Claim may submit the Claim to the Board for assistance in resolving the Claim. In that event, the Board may, by notice to each known party to the Claim within thirty (30) days of its receipt of a request for assistance:

10.3.2.1 Order the parties to the Claim to continue direct discussions and negotiations for a period of up to thirty (30) days. If the Claim is not resolved in the period, then any party to a claim may again request the Board's assistance to resolve the Claim;

10.3.2.2 Order the parties to a Claim to mediate the Claim with a mediator selected by the Association. The mediator will set the rules, location and schedule for the mediation; provided, however, unless otherwise agreed, the mediation will be held within thirty (30) days of the order for mediation. If the mediation does not resolve the Claim, the parties to the Claim may proceed to litigation of the Claim in any court of competent jurisdiction;

10.3.2.3 Order the parties to a Claim to resolve the Claim through an individual arbitration by a single arbitrator conducted in accordance with the Idaho Uniform Arbitration Act (Idaho Code, Title 7, Chapter 9) with the arbitrator selected by the Association. The arbitrator will set the rules, location and schedule for the arbitration, with the intent that the rules will be as simple and expedient as the nature of the dispute allows. The parties will 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 will be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof; or

10.3.2.4 Elect to exempt the Claim from this Article 10, at which time the parties to the Claim are free to exercise any right or remedy in accordance with applicable law.

If the Board fails to notify the Community Members within thirty (30) days of its receipt of a request for assistance, the Board will be deemed to have elected to exempt the Claim from this Article 10, at which time the parties to the Claim are free to exercise any right or remedy in accordance with applicable law

10.3.3 If any Claim is resolved through mediation or arbitration pursuant to this Article 10 and any party to the resolution thereafter fails to abide by the terms of the resolution (i.e., settlement agreement or arbitrator's award), then any other parties may take any legal or other action to enforce the settlement agreement or arbitrator's award without the need to comply again with the procedures set forth in this Article 10. In that event, the prevailing party to the enforcement action will be entitled to recover from any non-complying Community Member all costs and attorneys' fees reasonably incurred in the enforcement.

10.4 **Jury Trial Waiver**. THE ASSOCIATION AND EACH OWNER WAIVES ANY RIGHT TO TRIAL BY JURY OR TO HAVE A JURY PARTICIPATE IN ANY ACTION TO INTERPRET OR ENFORCE THE COMMUNITY DOCUMENTS.

ARTICLE 11 INITIAL DEVELOPMENT PERIOD

11.1 **Community Management**. Each Owner recognizes that the Community will require a high level of knowledge, effort, judgment, diligence and attention during the Development Period, and that level is beyond what can reasonably be expected from Community volunteers. Accordingly, each Owner agrees that it is in the best interest of the Community for Developer to have full management authority for the Community during the Development Period, including the sole and exclusive right to appoint remove and replace directors of the Board at any time and from time-to-time in Developer's sole discretion subject to the requirements of Section **Error! Reference source not found.**.

11.2 **General Exemptions**. For this Declaration, Developer is not an "Owner" even if Developer owns a Lot, and any provision in the Community Documents that impose restrictions on an Owner does not impose that restriction on Developer, including when Developer is an owner of a Lot. Developer may take any of the following actions as Developer deems appropriate without the approval of the Board:

11.2.1 Make modifications or Improvements on any Lot or the Common Area;

11.2.2 Place or authorize signs of any size, design and number as Developer for the initial development of the Community, including signs to identify the Community, display information pertaining to the Community, display information or instructions to builders, to advertise Lots and homes for sale (including sale events and open houses), and to advertise of Community elements or events;

11.2.3 Authorize any developer or contractor to use any Lot as a model home, sales office, construction office or construction storage yard; and

11.2.4 Place or authorize temporary structures upon any Lot or the Common Area.

11.3 **Water Rights Appurtenant to Community Lands**. Developer owns certain water and water rights which are appurtenant to the Community (which may be in the form of irrigation company shares). Developer hereby reserves unto itself any and all the water and water rights appurtenant to the Community, and consequently Owners will not have any right, title or interest in the water rights. Developer will convey the portion of the water rights needed for the operation of the Irrigation System to the Association, for the Association to hold for the benefit of the Community. Any fees or assessments for the water rights will be Common Expenses.

11.4 **Developer's Exception from Assessments**. Developer will not be assessed any Regular Assessments, Special Assessments or Transfer Assessments for any Lots owned by Developer. If Developer owns at least one (1) Lot during the period, Developer will pay the shortfall, if any, in the operating Common Expenses of the Association; provided, however, the obligation will not exceed the amount that the Regular Assessments and Special Assessments that Developer would otherwise be assessed as an Owner multiplied by the total number of Lots owned by Developer on the date Regular Assessments or Special Assessments are assessed against the Owners of Lots. After the foregoing period, Developer will be assessed Regular Assessments and Special Assessments for each Lot owned by Developer.

11.5 **Assignment of Developer's Rights**. Developer may assign any or all of its rights under the Community Documents to any person or entity in a written instrument that contains the assignee's acceptance of the assignment and agreement to assume any of Developer's obligations pertaining to the rights assigned, which acceptance and assumption will be effective upon the recordation of the written instrument recorded in the real property records of the county where the Community is located. Developer will promptly provide a copy of the recorded instrument to the Association and, thereupon, be released from Developer's obligations pertaining to the rights assigned.

ARTICLE 12 TERM

The easements created hereunder are perpetual, subject only to extinguishment by the holders of the easements as provided by law. The remainder of this Declaration runs until December 31, 2075 and thereafter will be automatically extended for successive periods of ten (10) years each, unless earlier amended or terminated in accordance with Article 14.

ARTICLE 13 ANNEXATION AND DE-ANNEXATION

Developer may annex additional lands into the Community from time-to-time by recording a supplement to this Declaration declaring such additional lands to be part of the Community and subject to this Declaration (each a "**Supplemental Declaration**"). The Supplemental Declaration may add or delete covenants, conditions, restrictions, and easements applicable to the annexed lands as Developer may deem appropriate. Upon annexation, Owners within the annexed lands will become Owners in the Community on equal footing with the then current Owners in the Community, and will have the same rights, privileges and obligations (except as may otherwise be set forth in the annexing Supplemental Declaration). Developer will have the right to de-annex any property owned by Developer from the Community upon Developer's recordation of a Supplemental Declaration identifying the de-annexed lands and declaring that such lands will no longer be subject to this Declaration. In order to be valid, all Supplemental Declarations must refer to this Declaration and be recorded in the real property records of the county where the Community is located.

ARTICLE 14 AMENDMENTS

14.1 **Amendment**. From and after the recordation of this Declaration until the expiration or earlier termination of the Development Period, Developer will have the exclusive right to amend, or terminate, this Declaration by executing a written instrument setting forth the amendment, or termination, and the same will be effective upon the recordation thereof in the real property records of the County where the Community is located. After the expiration or earlier termination of the Development Period, any amendment to this Declaration, or termination hereof, will be by a written instrument setting forth the amendment or termination, signed and acknowledged by the president and secretary of the Association certifying and attesting that the 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 will be effective upon the recordation thereof in the real property records of the county where the Community is located.

14.2 **Financing Amendments**. Developer and the Association will each have the independent power and authority, acting individually or collectively, to amend to this Declaration by a written instrument setting forth such amendment, if the amendment is necessary or convenient (in the reasonable opinion of Developer or the Association) to allow Owners to take full advantage of, or secure the full availability of, any financing programs offered or supported by the Federal Housing Finance Agency ("FHFA"), Federal National Mortgage Association ("FNMA" or "Fannie Mae"), the Federal Home Loan Mortgage Corp ("FMCC" or "Freddie Mac"), the Government National Mortgage Association ("GNMA" or "Ginnie Mae"), the Federal Housing Administration ("FHA"), the Veterans Administration ("VA"), Idaho Housing and Finance Association ("IHFA") or any similar federal, state or local governmental or quasi-governmental program.

14.3 **Effect of Amendment; Mortgagee Protection**. Any Supplemental Declaration or amendment or termination of this Declaration will be effective upon its recordation in the real property records of the county where the Community is located and will be binding on and effective as to all Owners, whether or not the Owners voted for or consented to the amendment or termination. Any amendment to this Declaration may add to, delete, and/or otherwise change the covenants, conditions, restrictions, and easements applicable to the Community; provided, however, no amendment will operate to defeat or render invalid the rights of the beneficiary under any Mortgage made in good faith and for value, and recorded prior to the recordation of the amendment, provided that after foreclosure of any Mortgage, the Lot will remain subject to this Declaration as supplemented or amended.

14.4 **No Amendment of Required Provisions**. Subject to Section 14.2, except with the express written of the City of Ketchum, which consent must be recorded in the real property records of the county where the Community is located, this Declaration may not be terminated or amended to cause any provision required by City of Ketchum in its approval of the Community to be contrary to the applicable requirements of the approval.

ARTICLE 15 NOTICES

Any notices, consents, approvals or other communications required or permitted by this Declaration will be in writing and may be delivered personally, by electronic mail or by U.S. mail. Each Owner will be responsible for ensuring that the Association has the Owner's then current mailing address, physical address, electronic mail address and telephone numbers. Except where another form of notice is required by applicable law, each Owner will be deemed to have received any notice when the notice is actually received by the Owner (regardless of the method of delivery) or when the notice is delivered to any of the addresses then currently on file with the Association. Notices delivered by U.S. Mail will not be deemed received until three (3) business after posting. The Association will provide the notice addresses of all Owners to Developer or any other Owner promptly upon request (and Developer may use the addresses for sending marketing, promotional and other materials to Owners).

ARTICLE 16 MISCELLANEOUS

16.1 **Interpretation.** This Declaration will be liberally construed to effectuate its purpose of creating a uniform plan for the development and operation of the Community. As used herein, the word "including" will be deemed to be followed by "but not limited to" unless otherwise indicated. Unless the context requires a contrary construction, the singular will include the plural and the plural the singular; and the masculine, feminine or neuter will each include the masculine, feminine

and neuter. All captions and titles used in this Declaration are intended solely for convenience of reference and will not affect that which is set forth in any of the provisions hereof. As used herein the terms "shall," "will," and "must" may be used interchangeably and are mandatory, while the term "may" is permissive. Any reference to a provision or document means the provision or document as it may be amended and supplemented from time to time. ***In the event that any provision of this Declaration is deemed ambiguous on any matter, the Board's interpretation of the provision will be given deference so long as the interpretation is reasonable.***

16.2 **Governing Law.** This Declaration will be governed by the laws of the State of Idaho without regard to its conflicts of law principles. Any legal action to interpret or enforce this Declaration will be filed exclusively in the state or federal courts in Idaho with proper venue.

16.3 **Legal Compliance; Severability.** This Declaration is intended to operate in harmony with, and not in conflict with, applicable law, and will therefore be subject to the limitations of applicable law. To the extent the terms of this Declaration are less restrictive than applicable law, then the more restrictive provision of applicable law will govern. Each provision of this Declaration will be deemed independent and severable, and the invalidity or partial invalidity of any provision or portion thereof will not affect the validity or enforceability of any other provision herein. To the extent that applicable law would render any part of this Declaration unenforceable or in violation of applicable law, and the provision is capable of amendment to become enforceable or in compliance with applicable law, then the provision will be deemed to be amended as required to be enforceable or in compliance with applicable law.

16.4 **Entire Agreement.** This Declaration and the documents referenced herein constitute the sole agreement of Developer and the Owners with respect to the subject matter herein and supersedes all prior understandings and agreements with respect to the subject matter hereof.

16.5 **No Third Party Beneficiaries.** Except as otherwise set forth herein, this Declaration and each and every provision herein is for the exclusive benefit of Developer, the Association and the Owners and not for the benefit of any third party.

16.6 **No Waiver.** No waiver by the Association hereunder may be oral. No waiver, forbearance, delay, indulgence or failure by the Association to enforce any of the provisions of this Declaration will in any way prejudice or limit the Association's right thereafter to enforce or compel strict compliance with the provision hereof, any course of dealing or custom of the trade notwithstanding. No delay or omission on the part of the Association will operate as a waiver thereof, nor will any waiver by the Association of any breach of this Declaration operate as a waiver of any subsequent or continuing breach of this Declaration.

16.7 **Enforcement; Remedies.** The failure of any Owner or Occupant to comply with applicable law pertaining to the ownership, use or occupancy of any Lot or the Community, or to comply with any provision of the Community Documents, is hereby declared a nuisance and gives rise to a cause of action (subject to Article 10) in Developer, the Association (on its own and/or on behalf of any consenting Owners) and any affected Owner for recovery of damages or for negative or affirmative injunctive relief or both enforce the provisions hereof only as set forth in this Declaration. Each remedy provided herein is cumulative and not exclusive. If any party initiates or defends any legal action or proceeding to interpret or enforce any of the terms of this Declaration, the substantially prevailing party will be entitled to recover any costs and attorneys' fees reasonably incurred therein.

16.8 **Consents and Approvals.** Subject to Developer's rights as Developer as a special member of the Association (e.g., as the sole voting member) during the Development Period, any consents or

approvals required or contemplated herein must be in a writing executed by the party whose consent or approval is required or contemplated. No Owner unreasonably withhold, condition or delay its consent or approval of any matter requested by Developer, the Association or another Owner.

16.9 **Recitals and Exhibits.** All recitals and exhibits to this Declaration are true, correct, material, and are hereby incorporated as if set forth herein in full.

SIGNATURE PAGE

Developer has executed this Declaration effective as of the Effective Date.

"Developer" 108-110 Ritchie, LLC, a Nevada limited liability company

BY: PRESIDIO VISTA PROPERTIES, INC., a Nevada corporation, its manager

By: _____
David Duffield, President

STATE OF IDAHO)
) ss.
County of Blaine)

This record was acknowledged before me on _____ ___, 2026, by David Duffield as President of Presidio Vista Properties, Inc., manager of 108-110 Ritchie, LLC, a Nevada limited liability company.

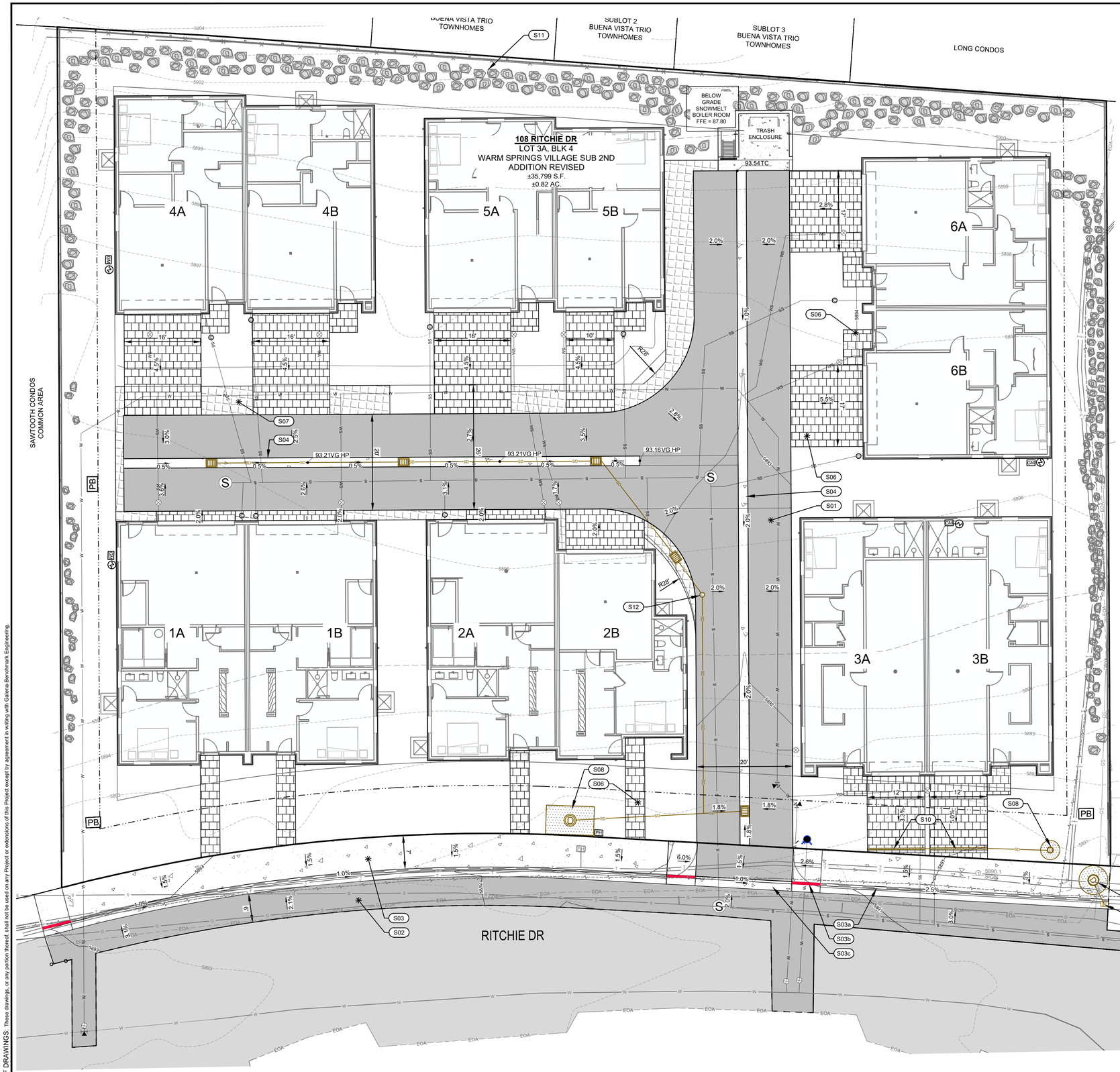
_____
Signature of Notary Public

My commission expires: _____

EXHIBIT A

INITIAL PLAT

[incorporate prior to execution]



LEGEND

- BLOCK BOUNDARY
- ADJOINER'S LOT LINE
- EASEMENT
- ROAD CENTERLINE
- 5' CONTOUR INTERVAL (EXISTING)
- 1' CONTOUR INTERVAL (EXISTING)
- FENCE LINE
- RETAINING WALL
- ASPHALT
- STORM DRAIN PROPOSED
- SAWCUT LINE
- 5' CONTOUR INTERVAL
- 1' CONTOUR INTERVAL

SITE IMPROVEMENT KEY NOTES

- S01 CONSTRUCT HEATED ASPHALT ROADWAY. SEE DETAIL TBD.
- S02 CONSTRUCT ASPHALT ROADWAY / ASPHALT REPAIR. SEE DETAIL TBD.
- S03 CONSTRUCT CONCRETE SIDEWALK, CURB AND GUTTER.
  - a. 6" ROLLED C&G
  - b. CURB TRANSITION
  - c. ZERO REVEAL CURB AND GUTTER
- S04 CONSTRUCT 24" WIDE HEATED CONCRETE VALLEY GUTTER
- S06 INSTALL HEATED SITE PAVERS. SEE LANDSCAPE PLAN FOR DETAILS.
- S07 INSTALL SITE GRASS PAVE. SEE LANDSCAPE PLAN FOR DETAILS.
- S08 CONSTRUCT DRYWELL. SEE DETAIL TBD. PROVIDE MIN. 12-24" SOIL COVER FOR PLANTINGS. REFER TO LANDSCAPE PLANS FOR SOIL COVER REQUIREMENTS.
- S09 CONSTRUCT 30" CATCH BASIN. SEE DETAIL TBD.
- S10 INSTALL TRENCH DRAIN.
- S11 SEE LANDSCAPE SHEETS FOR SITE GRADING AND BOULDER PLACEMENT.
- S12 SD CLEANOUT

GRADING & DRAINAGE PLAN
WARM SPRINGS VILLAGE SUB, 2ND ADD. REV. BLOCK 4, LOT 3A

LOCATED WITHIN SECTION 14, T.4 N., R.17 E., B.M., CITY OF KETCHUM, BLAINE COUNTY, IDAHO
PREPARED FOR: PRESIDIO VISTA PROPERTIES

PROJECT INFORMATION
G:\BMA\Warm springs village\2nd addition\2nd Addition, REVISED\Block 4\23283 Lot 3A 108-110 Ritchie Dr\dwg\Construction\23283 CIVIL.dwg 02/10/26 2:04:56 PM

PROFESSIONAL ENGINEER — REGISTERED — 13788 — 2/9/2026 — STATE OF IDAHO — JEFFREY LAMOUREUX

DESIGNED BY:	SS
DRAWN BY:	SS/PSF
CHECKED BY:	JL
SURVEY DATE:	06/12/22

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

SURVEYING ENGINEERING PLANNING — GALENA ELEVATION ABOVE SEA 9230 FEET — BENCH MARK

PURPOSE: PRELIMINARY PLAT 1/21/2026

NO	DATE	BY	REVISIONS

C1.00

REUSE OF DRAWINGS: These drawings, or any portion thereof, shall not be used on any Project or extensions of this Project except by agreement in writing with Galena-Benchmark Engineering.

TOWNHOMES

BUENA VISTA TRIO TOWNHOMES

SUBLOT 3 BUENA VISTA TRIO TOWNHOMES

LONG CONDOS

SAWTOOTH CONDOS COMMON AREA

WARM SPRINGS VILAS CONDOS COMMON AREA

BELOW GRADE SNOWMELT BOILER ROOM FFE = 87.80

TRASH ENCLOSURE

108 RITCHIE DR
LOT 3A, BLK 4
WARM SPRINGS VILLAGE SUB 2ND ADDITION REVISED
±35,799 S.F.
±0.82 AC.

4A 4B 5A 5B 6A 6B

1A 1B 2A 2B 3A 3B

INSTALL 4" SEWER SERVICE AND CLEANOUT (TYP.)

INSTALL 1" WATER SERVICES (TYP.)

INSTALL 8" WATER MAIN

INSTALL 8" SEWER MAIN

INSTALL GAS & ELECTRICAL METERS (TYP.)

COORDINATE TRANSFORMER LOCATION WITH IDAHO POWER (TYP.)

25' MIN SEPARATION

25' MIN SEPARATION

RELOCATE PHONE BOX

RITCHIE DR

INSTALL NEW SANITARY SEWER MANHOLE CONNECT TO EXIST, CHANNELIZE PER CITY OF KETCHUM

REPLACE EXISTING 4" CITY SANITARY SEWER MAIN WITH 8" MAIN BETWEEN PROPOSED MANHOLES

INSTALL NEW SANITARY SEWER MANHOLE CONNECT TO EXIST, CHANNELIZE PER CITY OF KETCHUM

GRAPHIC SCALE
0 10 20
Scale in Feet

LEGEND

- PROPERTY BOUNDARY
- ADJOINER'S LOT LINE
- ROAD CENTERLINE
- 5' CONTOUR INTERVAL (EXISTING)
- 1' CONTOUR INTERVAL (EXISTING)
- FENCE LINE (EXISTING)
- EDGE OF ASPHALT (EXISTING)
- GAS LINE (EXISTING)
- UNDERGROUND TELEVISION LINE (EXISTING)
- UNDERGROUND TELEPHONE LINE (EXISTING)
- UNDERGROUND POWER LINE (EXISTING)
- STORM DRAIN (PROPOSED)
- SANITARY SEWER MAIN LINE (EXISTING)
- SANITARY SEWER MAIN LINE (PROPOSED)
- SANITARY SEWER SERVICE (PROPOSED)
- WATER MAIN LINE (EXISTING)
- WATER MAIN LINE (PROPOSED)
- WATER SERVICE (PROPOSED)
- GAS VALVE (EXISTING)
- TELEPHONE RISER (EXISTING)
- POWER TRANSFORMER (PROPOSED)
- STORM CATCH BASIN (PROPOSED)
- WATER MANHOLE (PROPOSED)
- WATER VALVE (PROPOSED)
- FIRE HYDRANT (PROPOSED)
- SEWER MANHOLE (PROPOSED)
- SEWER CLEANOUT (PROPOSED)
- DUPLEX SEWER GRINDER PUMP (PROPOSED)
- GAS METER (PROPOSED)
- ELECTRICAL METER (PROPOSED)

REUSE OF DRAWINGS: These drawings, or any portion thereof, shall not be used on any Project or extensions of this Project except by agreement in writing with Galena-Benchmark Engineering.

UTILITY PLAN
WARM SPRINGS VILLAGE SUB, 2ND ADD. REV. BLOCK 4, LOT 3A

LOCATED WITHIN SECTION 14, T.4 N., R.17 E., B.M., CITY OF KETCHUM, BLAINE COUNTY, IDAHO
PREPARED FOR: PRESIDIO VISTA PROPERTIES

PROJECT INFORMATION
G:\BMA\W\warm springs village\2nd addition\2nd Addition, REVISED\Block 4\23283 Lot 3A 108-110 Ritchie Dr\dwg\Construction\23283 CIVIL.dwg 02/10/26 2:04:56 PM

PROFESSIONAL ENGINEER
REGISTERED
13788
2/9/2026
STATE OF IDAHO
JEFFREY LAMOUREUX

DESIGNED BY: SS
DRAWN BY: SS/PSF
CHECKED BY: JL
SURVEY DATE: 06/12/22

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

GALENA ELEVATION ABOVE SEA LEVEL 5630 FEET
SURVEYING ENGINEERING PLANNING BENCHMARK

PURPOSE: PRELIMINARY PLAT 1/21/2026

NO	DATE	BY	REVISIONS

C2.00

ALTA COMMITMENT FOR TITLE INSURANCE

ISSUED BY
STEWART TITLE GUARANTY COMPANY

NOTICE

IMPORTANT - READ CAREFULLY: THIS COMMITMENT IS AN OFFER TO ISSUE ONE OR MORE TITLE INSURANCE POLICIES. ALL CLAIMS OR REMEDIES SOUGHT AGAINST THE COMPANY INVOLVING THE CONTENT OF THIS COMMITMENT OR THE POLICY MUST BE BASED SOLELY IN CONTRACT.

THIS COMMITMENT IS NOT AN ABSTRACT OF TITLE, REPORT OF THE CONDITION OF TITLE, LEGAL OPINION, OPINION OF TITLE, OR OTHER REPRESENTATION OF THE STATUS OF TITLE. THE PROCEDURES USED BY THE COMPANY TO DETERMINE INSURABILITY OF THE TITLE, INCLUDING ANY SEARCH AND EXAMINATION, ARE PROPRIETARY TO THE COMPANY, WERE PERFORMED SOLELY FOR THE BENEFIT OF THE COMPANY, AND CREATE NO EXTRACONTRACTUAL LIABILITY TO ANY PERSON, INCLUDING A PROPOSED INSURED.

THE COMPANY'S OBLIGATION UNDER THIS COMMITMENT IS TO ISSUE A POLICY TO A PROPOSED INSURED IDENTIFIED IN SCHEDULE A IN ACCORDANCE WITH THE TERMS AND PROVISIONS OF THIS COMMITMENT. THE COMPANY HAS NO LIABILITY OR OBLIGATION INVOLVING THE CONTENT OF THIS COMMITMENT TO ANY OTHER PERSON.

COMMITMENT TO ISSUE POLICY

Subject to the Notice; Schedule B, Part I - Requirements; Schedule B, Part II - Exceptions; and the Commitment Conditions, STEWART TITLE GUARANTY COMPANY, a Texas corporation (the "Company"), commits to issue the Policy according to the terms and provisions of this Commitment. This Commitment is effective as of the Commitment Date shown in Schedule A for each Policy described in Schedule A, only when the Company has entered in Schedule A both the specified dollar amount as the Proposed Policy Amount and the name of the Proposed Insured.

If all of the Schedule B, Part I - Requirements have not been met within six months after the Commitment Date, this Commitment terminates and the Company's liability and obligation end.

Countersigned by:

Authorized Countersignature

Blaine County Title, Inc.
360 Sun Valley Road
P.O. Box 3176
Ketchum, ID 83340
(208) 726-0700

STEWART TITLE GUARANTY COMPANY
INCORPORATED
1908
TEXAS

Frederick H. Eppinger
President and CEO

David Hisey
Secretary

This page is only a part of a 2016 ALTA® Commitment for Title Insurance. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I - Requirements; and Schedule B, Part II - Exceptions; and a countersignature by the Company or its issuing agent that may be in electronic form.

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COMMITMENT CONDITIONS

1. DEFINITIONS

(a) "Knowledge" or "Known": Actual or imputed knowledge, but not constructive notice imparted by the Public Records.

(b) "Land": The land described in Schedule A and affixed improvements that by law constitute real property. The term "Land" does not include any property beyond the lines of the area described in Schedule A, nor any right, title, interest, estate, or easement in abutting streets, roads, avenues, alleys, lanes, ways, or waterways, but this does not modify or limit the extent that a right of access to and from the Land is to be insured by the Policy.

(c) "Mortgage": A mortgage, deed of trust, or other security instrument, including one evidenced by electronic means authorized by law.

(d) "Policy": Each contract of title insurance, in a form adopted by the American Land Title Association, issued or to be issued by the Company pursuant to this Commitment.

(e) "Proposed Insured": Each person identified in Schedule A as the Proposed Insured of each Policy to be issued pursuant to this Commitment.

(f) "Proposed Policy Amount": Each dollar amount specified in Schedule A as the Proposed Policy Amount of each Policy to be issued pursuant to this Commitment.

(g) "Public Records": Records established under state statutes at the Commitment Date for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without Knowledge.

(h) "Title": The estate or interest described in Schedule A.

2. If all of the Schedule B, Part I - Requirements have not been met within the time period specified in the Commitment to Issue Policy, this Commitment terminates and the Company's liability and obligation end.

3. The Company's liability and obligation is limited by and this Commitment is not valid without:

(a) the Notice;
(b) the Commitment to Issue Policy;
(c) the Commitment Conditions;
(d) Schedule A;
(e) Schedule B, Part I - Requirements;
(f) Schedule B, Part II - Exceptions; and
(g) a countersignature by the Company or its issuing agent that may be in electronic form.

4. COMPANY'S RIGHT TO AMEND

The Company may amend this Commitment at any time. If the Company amends this Commitment to add a defect, lien, encumbrance, adverse claim, or other matter recorded in the Public Records prior to the Commitment Date, any liability of the Company is limited by Commitment Condition 5. The Company shall not be liable for any other amendment to this Commitment.

5. LIMITATIONS OF LIABILITY

(a) The Company's liability under Commitment Condition 4 is limited to the Proposed Insured's actual expense incurred in the interval between the Company's delivery to the Proposed Insured of the Commitment and the delivery of the amended Commitment, resulting from the Proposed Insured's good faith reliance to:
  (i) comply with the Schedule B, Part I - Requirements;
  (ii) eliminate, with the Company's written consent, any Schedule B, Part II - Exceptions; or
  (iii) acquire the Title or create the Mortgage covered by this Commitment.

(b) The Company shall not be liable under Commitment Condition 5(a) if the Proposed Insured requested the amendment or had Knowledge of the matter and did not notify the Company about it in writing.

(c) The Company will only have liability under Commitment Condition 4 if the Proposed Insured would not have incurred the expense had the Commitment included the added matter when the Commitment was first delivered to the Proposed Insured.

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(d) The Company's liability shall not exceed the lesser of the Proposed Insured's actual expense incurred in good faith and described in Commitment Conditions 5(a)(i) through 5(a)(iii) or the Proposed Policy Amount.
(e) The Company shall not be liable for the content of the Transaction Identification Data, if any.
(f) In no event shall the Company be obligated to issue the Policy referred to in this Commitment unless all of the Schedule B, Part I - Requirements have been met to the satisfaction of the Company.
(g) In any event, the Company's liability is limited by the terms and provisions of the Policy.

6. LIABILITY OF THE COMPANY MUST BE BASED ON THIS COMMITMENT

(a) Only a Proposed Insured identified in Schedule A, and no other person, may make a claim under this Commitment.
(b) Any claim must be based in contract and must be restricted solely to the terms and provisions of this Commitment.
(c) Until the Policy is issued, this Commitment, as last revised, is the exclusive and entire agreement between the parties with respect to the subject matter of this Commitment and supersedes all prior commitment negotiations, representations, and proposals of any kind, whether written or oral, express or implied, relating to the subject matter of this Commitment.
(d) The deletion or modification of any Schedule B, Part II - Exception does not constitute an agreement or obligation to provide coverage beyond the terms and provisions of this Commitment or the Policy.
(e) Any amendment or endorsement to this Commitment must be in writing and authenticated by a person authorized by the Company.
(f) When the Policy is issued, all liability and obligation under this Commitment will end and the Company's only liability will be under the Policy.

7. IF THIS COMMITMENT HAS BEEN ISSUED BY AN ISSUING AGENT

The issuing agent is the Company's agent only for the limited purpose of issuing title insurance commitments and policies. The issuing agent is not the Company's agent for the purpose of providing closing or settlement services.

8. PRO-FORMA POLICY

The Company may provide, at the request of a Proposed Insured, a pro-forma policy illustrating the coverage that the Company may provide. A pro-forma policy neither reflects the status of Title at the time that the pro-forma policy is delivered to a Proposed Insured, nor is it a commitment to insure.

9. ARBITRATION

The Policy contains an arbitration clause. All arbitrable matters when the Proposed Policy Amount is $2,000,000 or less shall be arbitrated at the option of either the Company or the Proposed Insured as the exclusive remedy of the parties. A Proposed Insured may review a copy of the arbitration rules at <http://www.alta.org/arbitration>.

STEWART TITLE GUARANTY COMPANY

All notices required to be given the Company and any statement in writing required to be furnished the Company shall be addressed to it at P.O. Box 2029, Houston, Texas 77252-2029.

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ALTA COMMITMENT FOR TITLE INSURANCE
SCHEDULE A

ISSUED BY
STEWART TITLE GUARANTY COMPANY

Transaction Identification Data for reference only:

Issuing Agent:	Blaine County Title, Inc.
Issuing Office:	360 Sun Valley Road, P.O. Box 3176, Ketchum, ID 83340
Issuing Office's ALTA® Registry ID:	N/A
Loan ID Number:	N/A
Commitment Number:	2124145
Issuing Office File Number:	2124145
Property Address:	108 Ritchie Dr., Ketchum, ID 83340
Revision Number:	1

1. **Commitment Date:** February 18, 2026 at 8:00 A.M.

2. **Policy to be issued:** **Proposed Policy Amount**

   (a) ALTA Owner's Policy

   Proposed Insured:

   (b) ALTA Loan Policy

   Proposed Insured:

3. **The estate or interest in the Land described or referred to in this Commitment is:**

   Fee Simple

4. **The Title is, at the Commitment Date, vested in:**

   108-110 Ritchie, LLC, a Nevada limited liability company

5. **The Land is described as follows:**

   Lot 3A, Block 4 of LOT 3A, BLOCK 4, WARM SPRINGS VILLAGE SUBDIVISION, SECOND ADDITION REVISED, as shown on the official plat thereof, recorded as Instrument No. 698773, records of Blaine County, Idaho.

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ALTA COMMITMENT FOR TITLE INSURANCE
SCHEDULE B PART I

ISSUED BY
STEWART TITLE GUARANTY COMPANY

Requirements

File No.: 2124145- Revision No. 1

All of the following Requirements must be met:

1. The Proposed Insured must notify the Company in writing of the name of any party not referred to in this Commitment who will obtain an interest in the Land or who will make a loan on the Land. The Company may then make additional Requirements or Exceptions.

2. Pay the agreed amount for the estate or interest to be insured.

3. Pay the premiums, fees, and charges for the Policy to the Company.

4. Documents satisfactory to the Company that convey the Title or create the Mortgage to be insured, or both, must be properly authorized, executed, delivered, and recorded in the Public Records.

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ALTA COMMITMENT FOR TITLE INSURANCE
SCHEDULE B PART II

ISSUED BY
STEWART TITLE GUARANTY COMPANY

Exceptions

File No.: 2124145- Amended No. 1

THIS COMMITMENT DOES NOT REPUBLISH ANY COVENANT, CONDITION, RESTRICTION, OR LIMITATION CONTAINED IN ANY DOCUMENT REFERRED TO IN THIS COMMITMENT TO THE EXTENT THAT THE SPECIFIC COVENANT, CONDITION, RESTRICTION, OR LIMITATION VIOLATES STATE OR FEDERAL LAW BASED ON RACE, COLOR, RELIGION, SEX, SEXUAL ORIENTATION, GENDER IDENTITY, HANDICAP, FAMILIAL STATUS, OR NATIONAL ORIGIN.

The Policy will not insure against loss or damage resulting from the terms and provisions of any lease or easement identified in Schedule A, and will include the following Exceptions unless cleared to the satisfaction of the Company:

1. Any defect, lien, encumbrance, adverse claim, or other matter that appears for the first time in the Public Records or is created, attaches, or is disclosed between the Commitment Date and the date on which all of the Schedule B, Part I - Requirements are met.

2. Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public records. Proceedings by a public agency which may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by public record.

3. Any facts, rights, interests, or claims which are not shown by the public records, but which could be ascertained by an inspection of the Land or by making inquiry of persons in possession thereof.

4. Easements, liens, or encumbrances, or claims thereof, which are not shown by the public records.

5. Discrepancies, conflicts in boundary lines, shortages in area, encroachments, or any other facts which a correct survey would disclose, and which are not shown by the public records.

6. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims, or title to water, whether or not the matters excepted under (a), (b) or (c) are shown by the Public Records.

7. Any lien or right to a lien for services, labor, equipment, or material heretofore or hereafter furnished, imposed by law and not shown by the public records.

8. Rights of the state or federal government and/or public in and to any portion of the land for right of way (whether or not such rights are shown by recordings of easements and/or maps in the Public Records by the State of Idaho showing the general location of these rights of way).

9. Minerals of whatsoever kind, subsurface and surface substances, including but not limited to coal, lignite, oil, gas, uranium, clay, rock, sand and gravel in, on, under and that may be produced from the Land, together with all rights, privileges, and immunities relating thereto, whether or not appearing in the Public Records or listed in Schedule B. Stewart makes no representation as to the present ownership of any such interests. There may be leases, grants, exceptions or reservations of interest that are not listed.

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ALTA COMMITMENT FOR TITLE INSURANCE
SCHEDULE B PART II

ISSUED BY
STEWART TITLE GUARANTY COMPANY

Exceptions

10. General taxes for the year 2026 and subsequent years, which are a lien not yet payable.

    Note: General taxes for the year 2025, a lien in the amount of $6,614.68, which are paid in full. (Parcel No. RPK0595004003A)

11. Water and sewer charges of the City of Ketchum.

12. Ketchum rubbish charges billed by Clear Creek Disposal.

13. Notes, Easements and Restrictions as shown on the plat of Warm Springs Village Subdivision, Second Addition Revised, recorded August 8, 1962 as Instrument No. 117271, records of Blaine County, Idaho.

14. All matters depicted on that certain Survey, recorded March 18, 2022, as Instrument No. 692364, records of Blaine County, Idaho.

15. Notes, Easements and Restrictions as shown on the plat of Lot 3A, Block 4, Warm Springs Village Subdivision, Second Addition Revised, recorded February 7, 2023 as Instrument No. 698773, records of Blaine County, Idaho.

END OF EXCEPTIONS

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STG Privacy Notice
Stewart Title Companies

WHAT DO THE STEWART TITLE COMPANIES DO WITH YOUR PERSONAL INFORMATION?

Federal and applicable state law and regulations give consumers the right to limit some but not all sharing. Federal and applicable state law regulations also require us to tell you how we collect, share, and protect your personal information. Please read this notice carefully to understand how we use your personal information. This privacy notice is distributed on behalf of the Stewart Title Guaranty Company and its title affiliates (the Stewart Title Companies), pursuant to Title V of the Gramm-Leach-Bliley Act (GLBA).

The types of personal information we collect and share depend on the product or service that you have sought through us. This information can include social security numbers and driver's license number.

All financial companies, such as the Stewart Title Companies, need to share customers' personal information to run their everyday business—to process transactions and maintain customer accounts. In the section below, we list the reasons that we can share customers' personal information; the reasons that we choose to share; and whether you can limit this sharing.

Reasons we can share your personal information.	Do we share	Can you limit this sharing?
For our everyday business purposes— to process your transactions and maintain your account. This may include running the business and managing customer accounts, such as processing transactions, mailing, and auditing services, and responding to court orders and legal investigations.	Yes	No
For our marketing purposes— to offer our products and services to you.	Yes	No
For joint marketing with other financial companies	No	We don't share
For our affiliates' everyday business purposes— information about your transactions and experiences. Affiliates are companies related by common ownership or control. They can be financial and non-financial companies. *Our affiliates may include companies with a Stewart name; financial companies, such as Stewart Title Company*	Yes	No
For our affiliates' everyday business purposes— information about your creditworthiness.	No	We don't share
For our affiliates to market to you — For your convenience, Stewart has developed a means for you to opt out from its affiliates marketing even though such mechanism is not legally required.	Yes	Yes, send your first and last name, the email address used in your transaction, your Stewart file number and the Stewart office location that is handling your transaction by email to optout@stewart.com or fax to 1-800-335-9591.
For non-affiliates to market to you. Non-affiliates are companies not related by common ownership or control. They can be financial and non-financial companies.	No	We don't share

We may disclose your personal information to our affiliates or to non-affiliates as permitted by law. If you request a transaction with a non-affiliate, such as a third party insurance company, we will disclose your personal information to that non-affiliate. [We do not control their subsequent use of information, and suggest you refer to their privacy notices.]

SHARING PRACTICES

How often do the Stewart Title Companies notify me about their practices?	We must notify you about our sharing practices when you request a transaction.
How do the Stewart Title Companies protect my personal information?	To protect your personal information from unauthorized access and use, we use security measures that comply with federal law. These measures include computer, file, and building safeguards.
How do the Stewart Title Companies collect my personal information?	We collect your personal information, for example, when you ▪ request insurance-related services ▪ provide such information to us We also collect your personal information from others, such as the real estate agent or lender involved in your transaction, credit reporting agencies, affiliates or other companies.
What sharing can I limit?	Although federal and state law give you the right to limit sharing (e.g., opt out) in certain instances, we do not share your personal information in those instances.

Contact us: If you have any questions about this privacy notice, please contact us at: **Stewart Title Guaranty Company, 1360 Post Oak Blvd., Ste. 100, Privacy Officer, Houston, Texas 77056**

Privacy Notice for California Residents

Pursuant to the California Consumer Privacy Act of 2018 ("CCPA"), Stewart Information Services Corporation and its subsidiary companies (collectively, "Stewart") are providing this **Privacy Notice for California Residents** ("CCPA Notice"). This CCPA Notice supplements the information contained in Stewart's existing privacy notice and applies solely to all visitors, users and others who reside in the State of California or are considered California Residents ("consumers" or "you"). Terms used but not defined shall have the meaning ascribed to them in the CCPA.

Information Stewart Collects

Stewart collects information that identifies, relates to, describes, references, is capable of being associated with, or could reasonably be linked, directly or indirectly, with a particular consumer, household, or device. Most of the information that Stewart collects in the course of its regular business is already protected pursuant to the Gramm-Leach-Bliley Act (GLBA). Additionally, much of this information comes from government records or other information already in the public domain. Personal information under the CCPA does not include:

- Publicly available information from government records.
- Deidentified or aggregated consumer information.
- Certain personal information protected by other sector-specific federal or California laws, including but not limited to the Fair Credit Reporting Act (FCRA), GLBA and California Financial Information Privacy Act (FIPA).

Specifically, Stewart has collected the following categories of personal information from consumers within the last twelve (12) months:

Category	**Examples**	**Collected?**
A. Identifiers.	A real name, alias, postal address, unique personal identifier, online identifier, Internet Protocol address, email address, account name, Social Security number, driver's license number, passport number, or other similar identifiers.	YES
B. Personal information categories listed in the California Customer Records statute (Cal. Civ. Code § 1798.80(e)).	A name, signature, Social Security number, physical characteristics or description, address, telephone number, passport number, driver's license or state identification card number, insurance policy number, education, employment, employment history, bank account number, credit card number, debit card number, or any other financial information, medical information, or health insurance information. Some personal information included in this category may overlap with other categories.	YES
C. Protected classification characteristics under California or federal law.	Age (40 years or older), race, color, ancestry, national origin, citizenship, religion or creed, marital status, medical condition, physical or mental disability, sex (including gender, gender identity, gender expression, pregnancy or childbirth and related medical conditions), sexual orientation, veteran or military status, genetic information (including familial genetic information).	YES
D. Commercial information.	Records of personal property, products or services purchased, obtained, or considered, or other purchasing or consuming histories or tendencies.	YES
E. Biometric information.	Genetic, physiological, behavioral, and biological characteristics, or activity patterns used to extract a template or other identifier or identifying information, such as, fingerprints, faceprints, and voiceprints, iris or retina scans, keystroke, gait, or other physical patterns, and sleep, health, or exercise data.	YES
F. Internet or other similar network activity.	Browsing history, search history, information on a consumer's interaction with a website, application, or advertisement.	YES
G. Geolocation data.	Physical location or movements.	YES
H. Sensory data.	Audio, electronic, visual, thermal, olfactory, or similar information.	YES
I. Professional or employment-related information.	Current or past job history or performance evaluations.	YES
J. Non-public education information (per the Family Educational Rights and Privacy Act (20 U.S.C. Section 1232g, 34 C.F.R. Part 99)).	Education records directly related to a student maintained by an educational institution or party acting on its behalf, such as grades, transcripts, class lists, student schedules, student identification codes, student financial information, or student disciplinary records.	YES
K. Inferences drawn from other personal information.	Profile reflecting a person's preferences, characteristics, psychological trends, predispositions, behavior, attitudes, intelligence, abilities, and aptitudes.	YES

Stewart obtains the categories of personal information listed above from the following categories of sources:

- Directly and indirectly from customers, their designees or their agents (For example, realtors, lenders, attorneys, etc.)
- Directly and indirectly from activity on Stewart's website or other applications.
- From third-parties that interact with Stewart in connection with the services we provide.

Use of Personal Information

Stewart may use or disclose the personal information we collect for one or more of the following purposes:

- To fulfill or meet the reason for which the information is provided.
- To provide, support, personalize, and develop our website, products, and services.
- To create, maintain, customize, and secure your account with Stewart.
- To process your requests, purchases, transactions, and payments and prevent transactional fraud.
- To prevent and/or process claims.
- To assist third party vendors/service providers who complete transactions or perform services on Stewart's behalf.
- As necessary or appropriate to protect the rights, property or safety of Stewart, our customers or others.
- To provide you with support and to respond to your inquiries, including to investigate and address your concerns and monitor and improve our responses.
- To personalize your website experience and to deliver content and product and service offerings relevant to your interests, including targeted offers and ads through our website, third-party sites, and via email or text message (with your consent, where required by law).
- To help maintain the safety, security, and integrity of our website, products and services, databases and other technology assets, and business.
- To respond to law enforcement or regulator requests as required by applicable law, court order, or governmental regulations.
- Auditing for compliance with federal and state laws, rules and regulations.
- Performing services including maintaining or servicing accounts, providing customer service, processing or fulfilling orders and transactions, verifying customer information, processing payments, providing advertising or marketing services or other similar services.
- To evaluate or conduct a merger, divestiture, restructuring, reorganization, dissolution, or other sale or transfer of some or all of our assets, whether as a going concern or as part of bankruptcy, liquidation, or similar proceeding, in which personal information held by us is among the assets transferred.

Stewart will not collect additional categories of personal information or use the personal information we collected for materially different, unrelated, or incompatible purposes without providing you notice.

Disclosure of Personal Information to Affiliated Companies and Nonaffiliated Third Parties

Stewart does not sell your personal information to nonaffiliated third parties. Stewart may share your information with those you have designated as your agent in the course of your transaction (for example, a realtor or a lender). Stewart may disclose your personal information to a third party for a business purpose. Typically, when we disclose personal information for a business purpose, we enter a contract that describes the purpose and requires the recipient to both keep that personal information confidential and not use it for any purpose except performing the contract.

We share your personal information with the following categories of third parties:

- Service providers and vendors (For example, search companies, mobile notaries, and companies providing credit/debit card processing, billing, shipping, repair, customer service, auditing, marketing, etc.)
- Affiliated Companies
- Litigation parties and attorneys, as required by law.
- Financial rating organizations, rating bureaus and trade associations.
- Federal and State Regulators, law enforcement and other government entities

In the preceding twelve (12) months, Stewart has disclosed the following categories of personal information for a business purpose:

Category A: Identifiers
Category B: California Customer Records personal information categories
Category C: Protected classification characteristics under California or federal law
Category D: Commercial Information
Category E: Biometric Information
Category F: Internet or other similar network activity
Category G: Geolocation data
Category H: Sensory data
Category I: Professional or employment-related information
Category J: Non-public education information
Category K: Inferences

Consumer Rights and Choices

The CCPA provides consumers (California residents) with specific rights regarding their personal information. This section describes your CCPA rights and explains how to exercise those rights.

Access to Specific Information and Data Portability Rights

You have the right to request that Stewart disclose certain information to you about our collection and use of your personal information over the past 12 months. Once we receive and confirm your verifiable consumer request, Stewart will disclose to you:

- The categories of personal information Stewart collected about you.
- The categories of sources for the personal information Stewart collected about you.
- Stewart's business or commercial purpose for collecting that personal information.
- The categories of third parties with whom Stewart shares that personal information.
- The specific pieces of personal information Stewart collected about you (also called a data portability request).
- If Stewart disclosed your personal data for a business purpose, a listing identifying the personal information categories that each category of recipient obtained.

Deletion Request Rights

You have the right to request that Stewart delete any of your personal information we collected from you and retained, subject to certain exceptions. Once we receive and confirm your verifiable consumer request, Stewart will delete (and direct our service providers to delete) your personal information from our records, unless an exception applies.

Stewart may deny your deletion request if retaining the information is necessary for us or our service providers to:

1. Complete the transaction for which we collected the personal information, provide a good or service that you requested, take actions reasonably anticipated within the context of our ongoing business relationship with you, or otherwise perform our contract with you
2. Detect security incidents, protect against malicious, deceptive, fraudulent, or illegal activity, or prosecute those responsible for such activities.
3. Debug products to identify and repair errors that impair existing intended functionality.
4. Exercise free speech, ensure the right of another consumer to exercise their free speech rights, or exercise another right provided for by law.
5. Comply with the California Electronic Communications Privacy Act (Cal. Penal Code § 1546 *seq.*).
6. Engage in public or peer-reviewed scientific, historical, or statistical research in the public interest that adheres to all other applicable ethics and privacy laws, when the information's deletion may likely render impossible or seriously impair the research's achievement, if you previously provided informed consent.
7. Enable solely internal uses that are reasonably aligned with consumer expectations based on your relationship with us.
8. Comply with a legal obligation.
9. Make other internal and lawful uses of that information that are compatible with the context in which you provided it.

Exercising Access, Data Portability, and Deletion Rights

To exercise the access, data portability, and deletion rights described above, please submit a verifiable consumer request to us either:

- Calling us Toll Free at 1-866-571-9270
- Emailing us at Privacyrequest@stewart.com
- Visiting http://stewart.com/ccpa

Only you, or someone legally authorized to act on your behalf, may make a verifiable consumer request related to your personal information. You may also make a verifiable consumer request on behalf of your minor child.

To designate an authorized agent, please contact Stewart through one of the methods mentioned above.

You may only make a verifiable consumer request for access or data portability twice within a 12-month period. The verifiable consumer request must:

- Provide sufficient information that allows us to reasonably verify you are the person about whom we collected personal information or an authorized representative.
- Describe your request with sufficient detail that allows us to properly understand, evaluate, and respond to it.

Stewart cannot respond to your request or provide you with personal information if we cannot verify your identity or authority to make the request and confirm the personal information relates to you.

Making a verifiable consumer request does not require you to create an account with Stewart.

Response Timing and Format

We endeavor to respond to a verifiable consumer request within forty-five (45) days of its receipt. If we require more time (up to an additional 45 days), we will inform you of the reason and extension period in writing.

A written response will be delivered by mail or electronically, at your option.

Any disclosures we provide will only cover the 12-month period preceding the verifiable consumer request's receipt. The response we provide will also explain the reasons we cannot comply with a request, if applicable. For data portability requests, we will select a format to provide your personal information that is readily useable and should allow you to transmit the information from one entity to another entity without hindrance.

Stewart does not charge a fee to process or respond to your verifiable consumer request unless it is excessive, repetitive, or manifestly unfounded. If we determine that the request warrants a fee, we will tell you why we made that decision and provide you with a cost estimate before completing your request.

Non-Discrimination

Stewart will not discriminate against you for exercising any of your CCPA rights. Unless permitted by the CCPA, we will not:

- Deny you goods or services.
- Charge you a different prices or rates for goods or services, including through granting discounts or other benefits, or imposing penalties.
- Provide you a different level or quality of goods or services.
- Suggest that you may receive a different price or rate for goods or services or a different level or quality of goods or services.

Changes to Our Privacy Notice

Stewart reserves the right to amend this privacy notice at our discretion and at any time. When we make changes to this privacy notice, we will post the updated notice on Stewart's website and update the notice's effective date. **Your continued use of Stewart's website following the posting of changes constitutes your acceptance of such changes.**

Contact Information

If you have questions or comments about this notice, the ways in which Stewart collects and uses your information described here, your choices and rights regarding such use, or wish to exercise your rights under California law, please do not hesitate to contact us at:

Phone: Toll Free at 1-866-571-9270

Website: http://stewart.com/ccpa

Email: Privacyrequest@stewart.com

Postal Address: Stewart Information Services Corporation
Attn: Mary Thomas, Deputy Chief Compliance Officer
1360 Post Oak Blvd., Ste. 100, MC #14-1
Houston, TX 77056

BCT
BLAINE COUNTY TITLE

360 Sun Valley Road
PO Box 3176
Ketchum, ID 83340
Phone: (208) 726-0700 Fax: (208) 726-8406

Date: December 29, 2021 **Order Number:** 2124145

108-110 Ritchie, LLC
930 Tahoe Blvd Ste 802-80
Incline Village, NV 89451

We thank you for the opportunity to be of service to you, and we are pleased to enclose your title insurance policy covering your newly acquired property. This policy is a valuable document and should be safeguarded with your important papers.

We have great interest in making certain you understand the purpose of title insurance and your protection under this policy. Basically, it is a contract with us in which we agree to defend and insure against any losses, which you may suffer because of any defects in the title to your property as of the date of this policy.

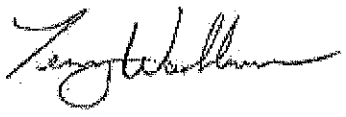
There is another plus to this policy. Should you sell, refinance or build on this specific property within two years of this policy date, present this policy to us and you will receive a 25% credit of the premium paid on this policy toward the premium on the policy you are required to present to your purchaser or lender at the time of closing.

These documents have also been scanned and filed electronically online using our secure SureClose Transaction Management system. If, for any reason you need copies or lose your originals, you can always access your documents online. For more information on obtaining your username and password, simply contact our office.

Thank you for using **Blaine County Title, Inc.** , your information source for Title Insurance, past, present and future.

Sincerely,

Blaine County Title, Inc.



Terry Washburn
Title Officer

Enclosures: Owner's Policy No.: O-0000-699857948
Warranty Deed No.: 688855

Instrument # 688855
HAILEY, BLAINE, IDAHO
11-19-2021 11:06:19 AM No. of Pages: 2
Recorded for: BLAINE COUNTY TITLE
STEPHEN MCDOUGALL GRAHAM Fee: $15.00
Ex-Officio Recorder Deputy: GWB
Electronically Recorded by Simplifile

BCT
BLAINE COUNTY TITLE

WARRANTY DEED

FOR VALUE RECEIVED

Robert S. Taylor, a single man

GRANTOR(S), hereby grants, bargains, sells, conveys and warrants unto

108-110 Ritchie, LLC, a Nevada limited liability company

GRANTEE(S) whose current address is: 930 Tahoe Blvd Ste 802-80, Incline Village, NV 89451

the following described premises, to-wit:

Lots 3 and 4 in Block 4 of WARM SPRINGS VILLAGE SUBDIVISION, SECOND ADDITION REVISED, as shown on the official plat thereof, recorded as Instrument No. 117271, Records of Blaine County, Idaho.

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

Dated this 18 day of November, 2021.

Robert S. Taylor

Notary Page - Next Page

State of Idaho,
County of Blaine

This record was acknowledged before me on 18 day of November, 2021, by Robert S. Taylor.

Notary Public
My Commission Expires: 7.26.2023

(STAMP)

KATHY SEAL
COMMISSION NO. 11803
NOTARY PUBLIC
STATE OF IDAHO
MY COMMISSION EXPIRES 07/26/23

City of Ketchum

ATTACHMENT 3

Draft Findings of Fact, Conclusions of Law, and Decision

City of Ketchum
Planning & Building

IN RE:	)
	)
The Chalets at Warm Springs Townhomes	) KETCHUM CITY COUNCIL
Preliminary Plat	) FINDINGS OF FACT, CONCLUSIONS OF LAW, AND
Application File Number: P26-009	) DECISION
Date: July 9, 2026	)
	)
	)

PROJECT:	The Chalets at Warm Springs Townhomes
APPLICATION TYPE:	Preliminary Plat
FILE NUMBER:	P26-009
PROPERTY OWNER:	108-110 Ritchie, LLC
REPRESENTATIVE:	Hank Moore, Presidio Development
LOCATION:	108 Richie Dr (WARM SPRINGS VILL SUB 2ND REV LOT 3A BLK 4)
ZONING:	Tourist 3000 (T-3000)
OVERLAY:	None

RECORD OF PROCEEDINGS

The preliminary plat application was received on February 26, 2026. The application was processed and deemed complete on February 26, 2026. Following receipt of the complete application, Planning staff routed the application materials to all city departments for review. City department comments were provided to the applicant on April 7, 2026. The applicant submitted revised project materials on May 4, 2026. City departments completed a second round of review by May 7, 2026 confirming that all comments had been addressed satisfactorily though the applicants' revisions to the plans or conditions of approval.

A public hearing was held for the Townhouse Subdivision Preliminary Plat on June 4, 2026 before the Ketchum Planning and Zoning Commission ("Commission"). Prior to the public hearing 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 May 13, 2026. The public hearing notice was published in the Idaho Mountain

Express on May 13, 2026. A notice was posted on the project site and the City's website on May 20, 2026. The Commission gave a unanimous recommendation of approval to City Council ("Council") and adopted Findings of Fact, Conclusions of Law, and Decision at the June 17, 2026 Commission meeting. Staff subsequently scheduled a public hearing for the Council.

A public hearing notice for the City Council hearing was mailed to all owners of property within 300 feet of the project site and all political subdivisions on June 17, 2026. The public hearing notice was published in the Idaho Mountain Express on June 17, 2026. A notice was posted on the project site on July 1, 2026 and on the City's website on June 24, 2026.

BACKGROUND

The applicant submitted a Design Review application for the development of 12-, three- and four-bedroom, townhouse units at 108 Ritchie Drive (the subject property). The subject property is located in the Tourist 3000 (T-3000) zone district. The Design Review was approved by the Commission on December 9, 2025 and the Commission adopted the Findings of Fact, Conclusions of Law, and Decision for the Design Review on January 20, 2026. Condition of approval number 14 of the Design Review application requires a Preliminary Plat application to be submitted prior to building permit issuance. No building permit has been issued for the project.

The proposal exceeds the floor area ratio of the subject property, as permitted in the T-3000 zone. The FAR Exceedance Agreement for the subject property was approved by the City Council on March 25, 2026.

FINDINGS OF FACT

The Council, having reviewed the entire project record, provided notice, and conducted the required public hearing, does hereby find that the project meets the criteria (below) for a Preliminary Plat approval per §16.07.080.A.1.d of the Ketchum Municipal Code:

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.

The Council finds that the application is consistent with the comprehensive plan and conforms to all applicable standards and criteria as set forth in Chapter 16.06 – *Subdivision* and §16.07.080.A.1 – *Preliminary Plats.* Therefore, the Council does hereby make and set forth these Findings of Fact, Conclusions of Law, and Decision as follows:

CRITERIA A: COMPREHENSIVE PLAN CONFORMANCE

The 2025 Comprehensive Plan designates the subject property's future land use as High Density Residential (HDR) in the Future Land Use Map (FLUM). The primary use of HDR is townhomes and multifamily residential with the density range being between 11 to 20 dwelling units per acre. The proposed project as shown on the preliminary plat is a townhome development with a density of 14.69

dwelling units per acre. The Council finds the proposed development meets the intent of the future land use designation as proposed.



Figure 1: Subject Property

Comprehensive Plan Chapter 3 core value "Distinctive Built and Natural Environment" policies support this proposal. Policy BNE 1.5 considers context sensitive development and requires "infill and redevelopment projects to be tailored to the surrounding neighborhood context and applicable future land use categories." Policy BNE -1.1: Growth Management supports the efficient use of Ketchum's limited land area.

The surrounding Warm Springs neighborhood is characterized by a variety of two- and three-story multi-family and duplex developments. See Figure 1 to the left for the subject property in yellow. The surrounding properties have an outline of the buildings. Where no building is shown, the property is either vacant or has a single-family residence. As shown in the image, most of the surrounding properties have a similar development pattern as the proposed development. Additionally, the construction and subdivision of 108 Ritchie is efficient use of Ketchum's limited land area.

With conformance to the 2025 FLUM and Comprehensive Plan policies, the Council finds that the development is consistent with the Comprehensive Plan.

CRITERIA B – G: CONFORMANCE WITH APPLICABLE STANDARDS AND CRITERIA

FINDINGS REGARDING COMPLIANCE WITH ZONING REGULATIONS

Applicable Zoning Standards Analysis				
Compliant				
Yes	No	N/A	City Code	Standards and Conformance
☒	☐	☐	16.02.040.B.2	Minimum Lot Area and Width
			Council Findings	Permitted: 8,000 square feet with minimum of 80-foot width The lot is 35,799 SF lot area with an approximate average lot width of 215 feet.
☒	☐	☐	16.02.080.B	FAR or Lot Coverage
			Council Findings	Permitted FAR: 0.5 Permitted FAR with Community Housing: 1.6 Approved FAR: 1.3 FAR Exceedance Agreement approved by City Council on March 25, 2026.

☒	☐	☐	16.04.070.B	Minimum Residential Density
			Council Findings	Required: 4 residential units per 10,000 SF of lot area Total Lot Area: 29,902 SF / 10,000 SF = 2.99 2.99 x 4 units = 12 units Proposed: 12 Units & Subdivisions
☒	☐	☐	16.04.020.C. 12.i(2)	Driveways
			Council Findings	Permitted: Not less than 12 feet and not more than 35% of street frontage or 30 feet (whichever is less) unless otherwise approved by the City Engineer. Proposed: Private roads curb cuts onto public roads are not subject to driveway width requirements. Building 2 has driveways directly onto Ritchie Dr which are 12 feet in width for a total of 24 feet. The total length of the property is approximately 219 ft. 35% of street frontage would be 77 ft, therefore the maximum width is 30 feet. A total of 24 feet is proposed.
☒	☐	☐	16.02.080.B	Open Site Area
			Council Findings	Required: 35% site area excluding buildings, structures, parking areas, driveways, cul-de-sacs or streets - A maximum of five percent open site area may be used for private decks or patios and walkways subject to design review approval. Required Open Site Area: 12,523 SF (35%) total – of that total, a maximum of 626 SF can be private decks or patios and walkways Total Lot area: 35,799 SF Total SF of Buildings, Streets, Driveways, and Dumpster = 22,864 SF 35,799 SF – 22,864 SF = 12,935 SF = 37% Total proposed patios and walkways = 622.25 SF = <5%

FINDINGS REGARDING COMPLIANCE WITH PRELIMINARY PLAT DIGITAL COPIES

Preliminary Plat Digital Copy Requirements				
Compliant				
Yes	No	N/A	City Code	Standards and Conformance
☒	☐	☐	16.07.080.A. c.(2)(A)viii(a)	The scale, north point and date.
			Council 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.

			Council Findings	The preliminary plat includes the name of the proposed subdivision: The Chalets at Warm Springs. 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.
			Council Findings	The name and address of the owner of record, the subdivider, and the surveyor are shown in the bottom left corner on page one of the preliminary plat. 108 – 110 Ritchie LLC is the owner and subdivider. Mark Van Duser, Galena-Benchmark Engineering, is the surveyor.
☒	☐	☐	16.07.080.A.c.(2)(A)viii(d)	Legal description of the area platted.
			Council 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.
			Council Findings	The preliminary plat indicates the boundary lines of the adjoining lots including townhouse lots and lots within Warm Springs Village Subdivision Second Addition.
☒	☐	☐	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.
			Council Findings	The preliminary plat shows the contour lines for the subject property.
☒	☐	☐	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.
			Council Findings	The preliminary plat shows the scaled location of the adjacent street. There are no existing buildings or bodies of water on the subject property.
☒	☐	☐	16.07.080.A.c.(2)(A)viii(h)	Boundary description of the tract.
			Council 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.
			Council Findings	The existing zoning of the subject property is contained in plat note #28.
☒	☐	☐	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.

			Council Findings	The proposed private roads (Baldy Way and Chalet Drive), sublots, and easements are shown and dimensioned.
☒	☐	☐	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.**
			Council Findings	The preliminary plat shows the approximate size and proposed land use for access, public utility easements, and common area.
☒	☐	☐	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.**
			Council Findings	All sewers, water mains, street improvements, curbs and gutters are shown.
☒	☐	☐	16.07.080.A.c.(2)(A)viii(m)	**The direction of drainage, flow and approximate grade of all streets.**
			Council Findings	The grade and drainage of Ritchie Drive is shown.
☐	☐	☒	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.**
			Council 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.**
			Council Findings	The preliminary plat contains a vicinity map referencing existing arterials and collector streets.
☐	☐	☒	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.**
			Council 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.**
			Council 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.
			Council 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.
			Council Findings	The lot is currently vacant and does not contain existing mature trees or shrub masses.

FINDINGS REGARDING PRELIMINARY PLAT SUBDIVISION REQUIREMENTS

Preliminary Plat Development and Design Requirements				
Compliant				
Yes	No	N/A	City Code	Standards and Conformance
☒	☐	☐	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.
			Council Findings	1. The proposed townhouse subdivision meets all dimensional standards as outlined in the T-3000 zone district for the parent lot. The minimum lot size is 8,000 square feet and the parent lot for the subject property is 35,574 square feet. The new attached townhomes meet minimum setback requirements in the T-3000 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 lines are within 20 degrees to a right angle to the street lot line along Ritchie Drive, Baldy Way, and Chalet Drive. 4. A double frontage lot is not being proposed. 5. Sublots 1-6 have a minimum of 20 feet of frontage along Ritchie Drive and Sublots 7 -12 have a minimum of 20 feet of frontage along the private roads which is an access and public utility easement. 6. N/A – The subject property is in the T-3000 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.
			Council 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.
			Council 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.
			Council Findings	1. The new private roads are accessed by Chalet Drive which is a 20' wide private drive accessed off of Ritchie Drive. 2. – 6. New circulation roads are not being proposed and do not intersect with arterials. 7. A turnaround area is provided via the nature of the hammerhead style of the private roads and is included in the access easement. 8. – 10. N/A due to the scope of the proposal. 11. Applicant to confirm prior to City Council public hearing. 12. – 14. N/A due to the scope of the proposal. 15. Streetlights are not being proposed. 16. The private roads are used only as access easements to each sublot on the subject property and not intended for circulation. 17. The scope of this project will not require street signs. 18. This proposed project will not require a new bridge. 19. Sidewalks, curbs, and gutters are being installed in compliance with City Standards. 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.
			Council Findings	N/A – No alleys are adjacent to the subject property. The existing lot is surrounded on three sides by existing developments and on one side by Ritchie Drive.
☒	☐	☐	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.
			Council Findings	1. The entirety of the private drives, Baldy Way and Chalet Drive, are dedicated as a public utility easement. 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.
			Council Findings	1. A sewage system is shown and outlined on the preliminary plat and civil plan sheets. Each sublot will have a dedicated sewage line with a new main line running through the access and public utility easement. 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.
			Council Findings	1. A water system is shown and outlined on the preliminary plat and civil sheets. Each sublot will have a dedicated water line with a new main line running through the access and public utility easement. 2. A new fire hydrant is proposed at the entrance to the development, to the right of Chalet Drive. 3. The proposed water systems shall have sufficient flow as each sublot has a dedicated water line connected to a new water main that will run under the access and public utility easement. 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.
			Council 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.
			Council 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 the approved Design Review (P24-063).
☒	☐	☐	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.
			Council Findings	1. – 2. N/A – there are no natural drainage courses on the subject property. 3. An adequate drainage system is being proposed as seen in the Civil Sheets, C1.00 and C2.00, which will install storm drains and catch basins. 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.
			Council Findings	The electrical and telephones lines are proposed to be undergrounded. The gas line shown at the NW corner does not explicitly state that it will be underground. This has been added as a condition for clarity.
☐	☐	☒	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.
			Council 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.
			Council 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.188F
			Council Findings	N/A – The property is currently vacant with no significant features.
☐	☐	☒	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.
			Council 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	Standards and Conformance
☒	☐	☐	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.
			Council Findings	The development is in the T-3000 zone district which allows for up to a 1.6 Floor Area Ratio (FAR) if the development utilizes the City's density bonus program. The development has a proposed FAR of 1.30. The FAR Exceedance Agreement #27005 was approved on March 25, 2026.
☒	☐	☐	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.
			Council Findings	All garages are designated on the preliminary plat. Each townhouse has dedicated garage parking within each unit.

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 Preliminary Plat application for the development and use of the project site.

2. The City Council has authority to hear the applicant's Preliminary Plat 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 Preliminary Plat Application is governed under Ketchum Municipal Code Chater 16.06 and §16.07.080.A.1.

5. The Preliminary Plat Application File No. P26-009 meets all applicable standards specified in Title 16 of Ketchum Municipal Code.

DECISION

THEREFORE, the Ketchum City Council **approves** of The Chalets at Warms Springs Preliminary Plat Application File No. P26-009 this Thursday, July, 9, 2026 subject to the following conditions of approval.

CONDITIONS OF APPROVAL

1. The Preliminary Plat is subject to all conditions of approval associated with Design Review approval P24-063.
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. The Preliminary Plat shall clarify that the gas line is to be undergrounded.

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 9th day of July 2026.

_____

Pete Prekeges, Mayor
City of Ketchum

City of Ketchum

ATTACHMENT 4

Staff Report – Planning and Zoning Commission

June 4, 2026

City of Ketchum
Planning & Building

STAFF REPORT
KETCHUM PLANNING AND ZONING COMMISSION
REGULAR MEETING OF JUNE 4, 2026

PROJECT:	The Chalets at Warm Springs
FILE NUMBER:	P26-009
APPLICATION:	Townhouse Subdivision Preliminary Plat
REPRESENTATIVE:	Hank Moore, Presidio Development
PROPERTY OWNER:	108-110 Ritchie LLC
LOCATION:	108 Ritchie Drive (Warm Springs Village Subdivision 2nd Revision Lot 3A Blk 4)
ZONING:	Tourist 3000 (T-3000)
OVERLAY:	None
REVIEWERS:	Morgan Landers, AICP – Director of Planning and Building 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 May 13, 2026. The public hearing notice was published in the Idaho Mountain Express March 13, 2026. A notice was posted on the project site and the city's website on May 20, 2026.

EXECUTIVE SUMMARY

The applicant submitted a Townhouse Subdivision Preliminary Plat application delineating 12 townhouse sublots, easements, and common area. The property is located at 108 Ritchie Drive (the "subject property") and will contain 12 townhomes within 6 detached buildings. The subject property is zoned Tourist 3000 (T-3000) and is vacant (see figure 1 on page 2). The townhouse sublots range in size from approximately 2,700 to 3,400 square feet. The units within the development are proposed to be accessed by a private road entering from Ritchie Drive. Each townhouse has dedicated garage parking within each unit.

The Design Review application for this multifamily development was approved at the December 9, 2025, Planning and Zoning Commission meeting (linked here) and the Findings of Fact, Conclusions of Law, and Decision for the Design Review (Attachment C) were adopted at the January 20, 2026,

Planning and Zoning Commission Meeting. Condition of approval number 14 of the Design Review application requires a Preliminary Plat application to be submitted prior to building permit issuance. Condition 14 also stipulates that if the development is to be constructed in multiple phases, the Preliminary Plat application must include a request for a phased development agreement. A building permit has not yet been submitted, and no phased development agreement is being requested. The development proposed to utilize the city's density bonus program for increased floor area ratio (FAR) and is therefore subject to the minimum residential density requirements of the Ketchum Municipal Code (KMC). The FAR Exceedance Agreement (Attachment D) was approved at the March 25, 2026, City Council meeting (linked here).



Figure 1: Existing conditions of the subject property.

The approved Design Review findings and FAR Exceedance Agreement are attached and referred to in this staff report and analysis for background only. These previously approved applications are not subject to further review. The Townhouse Subdivision Preliminary Plat is the only application currently within the purview of the Commission to make a recommendation on.

Based on approval of the Design Review application, approval of the FAR Exceedance Agreement, and staff review of the Townhouse Subdivision Preliminary Plat application, staff believe the preliminary plat to be in conformance with all requirements, standards, and criteria for Townhouse Subdivision Preliminary Plats.

BACKGROUND

The Planning and Building Department received the Townhouse Subdivision Preliminary Plat application for the project on February 25, 2026. Following receipt of the application, staff routed the application materials to all city departments for review. The application went through one round of review, with the applicant addressing all staff comments upon resubmittal. The application was subsequently scheduled for a public hearing.

ANALYSIS

Staff reviewed the Townhouse Subdivision Preliminary Plat application for conformance with KMC 16.06 – *Subdivision* and KMC 16.07.080.A.1 – *Preliminary Plat*. There are seven criteria to review and base a recommendation on. The preliminary plat:

(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.

Regarding criteria (A), the preliminary plat was found to be consistent with the Comprehensive Plan during the Design Review application approval. The preliminary plat is consistent with the plan's Future Land Use Map (FLUM), as it designates this property as High Density Residential (HDR). The primary use of HDR is townhomes and multifamily residential with the density range being between 11 to 20 dwelling units per acre. The proposed project as shown on the preliminary plat is a townhome development with a density of 14.69 dwelling units per acre.

Regarding criteria (B) through (G), please see Attachment E: Preliminary Plat Standards Evaluation for the review of all requirements and standards. Where "N/A" is checked, the standard is not applicable for one of the following reasons:

- The standard applies to the creation of new subdivisions, blocks, and infrastructure.
- The standard applies to action that shall be taken at the final plat stage of the process, and this application is for a preliminary plat.
- Per provisions of the standard, the City Engineer has determined that the standard does not apply.

STAFF RECOMMENDATION

The Commission has the following options:

- 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. P26-009) for the Chalets at Warm Springs 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 P24-063.
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. The preliminary plat shall clarify that the gas line is to be undergrounded.

ATTACHMENTS

A. Application Materials and Supporting Documents
B. Townhouse Subdivision Preliminary Plat
C. Approved Findings of Fact, Conclusions of Law, and Decision for Design Review P24-063
D. FAR Exceedance Agreement 27005
E. Preliminary Plat Standards Evaluation

City of Ketchum

ATTACHMENT A:

Application Materials and Supporting Documents

City of Ketchum
Planning & Building

OFFICIAL USE ONLY
Application Number:
Date Received:
By:
Fee Paid:
Approved Date:
By:

Subdivision Application-Preliminary Plat

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

APPLICANT INFORMATION			
Name of Proposed Subdivision: The Chalets at Warm Springs			
Owner of Record: 108-110 Ritchie, LLC			
Address of Owner: PO Box 14001-174 Ketchum, ID 83340			
Representative of Owner: Hank Moore		Phone #: 603-801-0419	
Email: hank@presidiodevelopment.com			
Legal Description: Warm Springs Vill Sub 2nd Rev Lot 3A Block 4		RPK 0595004003A	
Street Address: 108 Ritchie Drive			
SUBDIVISION INFORMATION			
Number of Lots/Parcels: 13, 12 sublots and 1 common area parcel			
Total Land Area: 35,799 sf			
Current Zoning District: T-3000			
Proposed Zoning District: T-3000			
Overlay District: NA			
TYPE OF SUBDIVISION			
Condominium ☐	Land ☐	PUD ☐	Townhouse ☒
Adjacent land in same ownership in acres or square feet: NA			
Easements to be dedicated on the final plat: See preliminary plat for easements.			
Briefly describe the improvements to be installed prior to final plat approval: See preliminary plat for planned improvements.			

ADDITIONAL INFORMATION

All lighting must be in compliance with the City of Ketchum's Dark Sky Ordinance
One (1) copy of Articles of Incorporation and By-Laws of Homeowners Associations and/or Condominium Declarations
One (1) copy of current title report and owner's recorded deed to the subject property
One (1) copy of the preliminary plat
All files should be submitted in an electronic format to planningandzoning@ketchumidaho.org

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

Applicant Signature

2/20/26
Date

ALTA COMMITMENT FOR TITLE INSURANCE

ISSUED BY
STEWART TITLE GUARANTY COMPANY

NOTICE

IMPORTANT - READ CAREFULLY: THIS COMMITMENT IS AN OFFER TO ISSUE ONE OR MORE TITLE INSURANCE POLICIES. ALL CLAIMS OR REMEDIES SOUGHT AGAINST THE COMPANY INVOLVING THE CONTENT OF THIS COMMITMENT OR THE POLICY MUST BE BASED SOLELY IN CONTRACT.

THIS COMMITMENT IS NOT AN ABSTRACT OF TITLE, REPORT OF THE CONDITION OF TITLE, LEGAL OPINION, OPINION OF TITLE, OR OTHER REPRESENTATION OF THE STATUS OF TITLE. THE PROCEDURES USED BY THE COMPANY TO DETERMINE INSURABILITY OF THE TITLE, INCLUDING ANY SEARCH AND EXAMINATION, ARE PROPRIETARY TO THE COMPANY, WERE PERFORMED SOLELY FOR THE BENEFIT OF THE COMPANY, AND CREATE NO EXTRACONTRACTUAL LIABILITY TO ANY PERSON, INCLUDING A PROPOSED INSURED.

THE COMPANY'S OBLIGATION UNDER THIS COMMITMENT IS TO ISSUE A POLICY TO A PROPOSED INSURED IDENTIFIED IN SCHEDULE A IN ACCORDANCE WITH THE TERMS AND PROVISIONS OF THIS COMMITMENT. THE COMPANY HAS NO LIABILITY OR OBLIGATION INVOLVING THE CONTENT OF THIS COMMITMENT TO ANY OTHER PERSON.

COMMITMENT TO ISSUE POLICY

Subject to the Notice; Schedule B, Part I - Requirements; Schedule B, Part II - Exceptions; and the Commitment Conditions, STEWART TITLE GUARANTY COMPANY, a Texas corporation (the "Company"), commits to issue the Policy according to the terms and provisions of this Commitment. This Commitment is effective as of the Commitment Date shown in Schedule A for each Policy described in Schedule A, only when the Company has entered in Schedule A both the specified dollar amount as the Proposed Policy Amount and the name of the Proposed Insured.

If all of the Schedule B, Part I - Requirements have not been met within six months after the Commitment Date, this Commitment terminates and the Company's liability and obligation end.

Countersigned by:

Authorized Countersignature

Blaine County Title, Inc.
360 Sun Valley Road
P.O. Box 3176
Ketchum, ID 83340
(208) 726-0700

STEWART TITLE GUARANTY COMPANY
INCORPORATED
1908
TEXAS

Frederick H. Eppinger
President and CEO

David Hisey
Secretary

This page is only a part of a 2016 ALTA® Commitment for Title Insurance. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I - Requirements; and Schedule B, Part II - Exceptions; and a countersignature by the Company or its issuing agent that may be in electronic form.

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COMMITMENT CONDITIONS

1. DEFINITIONS

(a) "Knowledge" or "Known": Actual or imputed knowledge, but not constructive notice imparted by the Public Records.

(b) "Land": The land described in Schedule A and affixed improvements that by law constitute real property. The term "Land" does not include any property beyond the lines of the area described in Schedule A, nor any right, title, interest, estate, or easement in abutting streets, roads, avenues, alleys, lanes, ways, or waterways, but this does not modify or limit the extent that a right of access to and from the Land is to be insured by the Policy.

(c) "Mortgage": A mortgage, deed of trust, or other security instrument, including one evidenced by electronic means authorized by law.

(d) "Policy": Each contract of title insurance, in a form adopted by the American Land Title Association, issued or to be issued by the Company pursuant to this Commitment.

(e) "Proposed Insured": Each person identified in Schedule A as the Proposed Insured of each Policy to be issued pursuant to this Commitment.

(f) "Proposed Policy Amount": Each dollar amount specified in Schedule A as the Proposed Policy Amount of each Policy to be issued pursuant to this Commitment.

(g) "Public Records": Records established under state statutes at the Commitment Date for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without Knowledge.

(h) "Title": The estate or interest described in Schedule A.

2. If all of the Schedule B, Part I - Requirements have not been met within the time period specified in the Commitment to Issue Policy, this Commitment terminates and the Company's liability and obligation end.

3. The Company's liability and obligation is limited by and this Commitment is not valid without:

(a) the Notice;
(b) the Commitment to Issue Policy;
(c) the Commitment Conditions;
(d) Schedule A;
(e) Schedule B, Part I - Requirements;
(f) Schedule B, Part II - Exceptions; and
(g) a countersignature by the Company or its issuing agent that may be in electronic form.

4. COMPANY'S RIGHT TO AMEND

The Company may amend this Commitment at any time. If the Company amends this Commitment to add a defect, lien, encumbrance, adverse claim, or other matter recorded in the Public Records prior to the Commitment Date, any liability of the Company is limited by Commitment Condition 5. The Company shall not be liable for any other amendment to this Commitment.

5. LIMITATIONS OF LIABILITY

(a) The Company's liability under Commitment Condition 4 is limited to the Proposed Insured's actual expense incurred in the interval between the Company's delivery to the Proposed Insured of the Commitment and the delivery of the amended Commitment, resulting from the Proposed Insured's good faith reliance to:
  (i) comply with the Schedule B, Part I - Requirements;
  (ii) eliminate, with the Company's written consent, any Schedule B, Part II - Exceptions; or
  (iii) acquire the Title or create the Mortgage covered by this Commitment.

(b) The Company shall not be liable under Commitment Condition 5(a) if the Proposed Insured requested the amendment or had Knowledge of the matter and did not notify the Company about it in writing.

(c) The Company will only have liability under Commitment Condition 4 if the Proposed Insured would not have incurred the expense had the Commitment included the added matter when the Commitment was first delivered to the Proposed Insured.

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(d) The Company's liability shall not exceed the lesser of the Proposed Insured's actual expense incurred in good faith and described in Commitment Conditions 5(a)(i) through 5(a)(iii) or the Proposed Policy Amount.
(e) The Company shall not be liable for the content of the Transaction Identification Data, if any.
(f) In no event shall the Company be obligated to issue the Policy referred to in this Commitment unless all of the Schedule B, Part I - Requirements have been met to the satisfaction of the Company.
(g) In any event, the Company's liability is limited by the terms and provisions of the Policy.

6. LIABILITY OF THE COMPANY MUST BE BASED ON THIS COMMITMENT

(a) Only a Proposed Insured identified in Schedule A, and no other person, may make a claim under this Commitment.
(b) Any claim must be based in contract and must be restricted solely to the terms and provisions of this Commitment.
(c) Until the Policy is issued, this Commitment, as last revised, is the exclusive and entire agreement between the parties with respect to the subject matter of this Commitment and supersedes all prior commitment negotiations, representations, and proposals of any kind, whether written or oral, express or implied, relating to the subject matter of this Commitment.
(d) The deletion or modification of any Schedule B, Part II - Exception does not constitute an agreement or obligation to provide coverage beyond the terms and provisions of this Commitment or the Policy.
(e) Any amendment or endorsement to this Commitment must be in writing and authenticated by a person authorized by the Company.
(f) When the Policy is issued, all liability and obligation under this Commitment will end and the Company's only liability will be under the Policy.

7. IF THIS COMMITMENT HAS BEEN ISSUED BY AN ISSUING AGENT

The issuing agent is the Company's agent only for the limited purpose of issuing title insurance commitments and policies. The issuing agent is not the Company's agent for the purpose of providing closing or settlement services.

8. PRO-FORMA POLICY

The Company may provide, at the request of a Proposed Insured, a pro-forma policy illustrating the coverage that the Company may provide. A pro-forma policy neither reflects the status of Title at the time that the pro-forma policy is delivered to a Proposed Insured, nor is it a commitment to insure.

9. ARBITRATION

The Policy contains an arbitration clause. All arbitrable matters when the Proposed Policy Amount is $2,000,000 or less shall be arbitrated at the option of either the Company or the Proposed Insured as the exclusive remedy of the parties. A Proposed Insured may review a copy of the arbitration rules at <http://www.alta.org/arbitration>.

STEWART TITLE GUARANTY COMPANY

All notices required to be given the Company and any statement in writing required to be furnished the Company shall be addressed to it at P.O. Box 2029, Houston, Texas 77252-2029.

This page is only a part of a 2016 ALTA® Commitment for Title Insurance. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I - Requirements; and Schedule B, Part II - Exceptions; and a countersignature by the Company or its issuing agent that may be in electronic form.

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ALTA COMMITMENT FOR TITLE INSURANCE
SCHEDULE A

ISSUED BY
STEWART TITLE GUARANTY COMPANY

Transaction Identification Data for reference only:

Issuing Agent:	Blaine County Title, Inc.
Issuing Office:	360 Sun Valley Road, P.O. Box 3176, Ketchum, ID 83340
Issuing Office's ALTA® Registry ID:	N/A
Loan ID Number:	N/A
Commitment Number:	2124145
Issuing Office File Number:	2124145
Property Address:	108 Ritchie Dr., Ketchum, ID 83340
Revision Number:	1

1. **Commitment Date:** February 18, 2026 at 8:00 A.M.

2. **Policy to be issued:** **Proposed Policy Amount**

   (a) ALTA Owner's Policy

   Proposed Insured:

   (b) ALTA Loan Policy

   Proposed Insured:

3. **The estate or interest in the Land described or referred to in this Commitment is:**

   Fee Simple

4. **The Title is, at the Commitment Date, vested in:**

   108-110 Ritchie, LLC, a Nevada limited liability company

5. **The Land is described as follows:**

   Lot 3A, Block 4 of LOT 3A, BLOCK 4, WARM SPRINGS VILLAGE SUBDIVISION, SECOND ADDITION REVISED, as shown on the official plat thereof, recorded as Instrument No. 698773, records of Blaine County, Idaho.

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ALTA COMMITMENT FOR TITLE INSURANCE
SCHEDULE B PART I

ISSUED BY
STEWART TITLE GUARANTY COMPANY

Requirements

File No.: 2124145- Revision No. 1

All of the following Requirements must be met:

1. The Proposed Insured must notify the Company in writing of the name of any party not referred to in this Commitment who will obtain an interest in the Land or who will make a loan on the Land. The Company may then make additional Requirements or Exceptions.

2. Pay the agreed amount for the estate or interest to be insured.

3. Pay the premiums, fees, and charges for the Policy to the Company.

4. Documents satisfactory to the Company that convey the Title or create the Mortgage to be insured, or both, must be properly authorized, executed, delivered, and recorded in the Public Records.

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ALTA COMMITMENT FOR TITLE INSURANCE
SCHEDULE B PART II

ISSUED BY
STEWART TITLE GUARANTY COMPANY

Exceptions

File No.: 2124145- Amended No. 1

THIS COMMITMENT DOES NOT REPUBLISH ANY COVENANT, CONDITION, RESTRICTION, OR LIMITATION CONTAINED IN ANY DOCUMENT REFERRED TO IN THIS COMMITMENT TO THE EXTENT THAT THE SPECIFIC COVENANT, CONDITION, RESTRICTION, OR LIMITATION VIOLATES STATE OR FEDERAL LAW BASED ON RACE, COLOR, RELIGION, SEX, SEXUAL ORIENTATION, GENDER IDENTITY, HANDICAP, FAMILIAL STATUS, OR NATIONAL ORIGIN.

The Policy will not insure against loss or damage resulting from the terms and provisions of any lease or easement identified in Schedule A, and will include the following Exceptions unless cleared to the satisfaction of the Company:

1. Any defect, lien, encumbrance, adverse claim, or other matter that appears for the first time in the Public Records or is created, attaches, or is disclosed between the Commitment Date and the date on which all of the Schedule B, Part I - Requirements are met.

2. Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public records. Proceedings by a public agency which may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by public record.

3. Any facts, rights, interests, or claims which are not shown by the public records, but which could be ascertained by an inspection of the Land or by making inquiry of persons in possession thereof.

4. Easements, liens, or encumbrances, or claims thereof, which are not shown by the public records.

5. Discrepancies, conflicts in boundary lines, shortages in area, encroachments, or any other facts which a correct survey would disclose, and which are not shown by the public records.

6. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims, or title to water, whether or not the matters excepted under (a), (b) or (c) are shown by the Public Records.

7. Any lien or right to a lien for services, labor, equipment, or material heretofore or hereafter furnished, imposed by law and not shown by the public records.

8. Rights of the state or federal government and/or public in and to any portion of the land for right of way (whether or not such rights are shown by recordings of easements and/or maps in the Public Records by the State of Idaho showing the general location of these rights of way).

9. Minerals of whatsoever kind, subsurface and surface substances, including but not limited to coal, lignite, oil, gas, uranium, clay, rock, sand and gravel in, on, under and that may be produced from the Land, together with all rights, privileges, and immunities relating thereto, whether or not appearing in the Public Records or listed in Schedule B. Stewart makes no representation as to the present ownership of any such interests. There may be leases, grants, exceptions or reservations of interest that are not listed.

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ALTA COMMITMENT FOR TITLE INSURANCE
SCHEDULE B PART II

ISSUED BY
STEWART TITLE GUARANTY COMPANY

Exceptions

10. General taxes for the year 2026 and subsequent years, which are a lien not yet payable.

    Note: General taxes for the year 2025, a lien in the amount of $6,614.68, which are paid in full. (Parcel No. RPK0595004003A)

11. Water and sewer charges of the City of Ketchum.

12. Ketchum rubbish charges billed by Clear Creek Disposal.

13. Notes, Easements and Restrictions as shown on the plat of Warm Springs Village Subdivision, Second Addition Revised, recorded August 8, 1962 as Instrument No. 117271, records of Blaine County, Idaho.

14. All matters depicted on that certain Survey, recorded March 18, 2022, as Instrument No. 692364, records of Blaine County, Idaho.

15. Notes, Easements and Restrictions as shown on the plat of Lot 3A, Block 4, Warm Springs Village Subdivision, Second Addition Revised, recorded February 7, 2023 as Instrument No. 698773, records of Blaine County, Idaho.

END OF EXCEPTIONS

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STG Privacy Notice
Stewart Title Companies

WHAT DO THE STEWART TITLE COMPANIES DO WITH YOUR PERSONAL INFORMATION?

Federal and applicable state law and regulations give consumers the right to limit some but not all sharing. Federal and applicable state law regulations also require us to tell you how we collect, share, and protect your personal information. Please read this notice carefully to understand how we use your personal information. This privacy notice is distributed on behalf of the Stewart Title Guaranty Company and its title affiliates (the Stewart Title Companies), pursuant to Title V of the Gramm-Leach-Bliley Act (GLBA).

The types of personal information we collect and share depend on the product or service that you have sought through us. This information can include social security numbers and driver's license number.

All financial companies, such as the Stewart Title Companies, need to share customers' personal information to run their everyday business—to process transactions and maintain customer accounts. In the section below, we list the reasons that we can share customers' personal information; the reasons that we choose to share; and whether you can limit this sharing.

Reasons we can share your personal information.	Do we share	Can you limit this sharing?
For our everyday business purposes— to process your transactions and maintain your account. This may include running the business and managing customer accounts, such as processing transactions, mailing, and auditing services, and responding to court orders and legal investigations.	Yes	No
For our marketing purposes— to offer our products and services to you.	Yes	No
For joint marketing with other financial companies	No	We don't share
For our affiliates' everyday business purposes— information about your transactions and experiences. Affiliates are companies related by common ownership or control. They can be financial and non-financial companies. *Our affiliates may include companies with a Stewart name; financial companies, such as Stewart Title Company*	Yes	No
For our affiliates' everyday business purposes— information about your creditworthiness.	No	We don't share
For our affiliates to market to you — For your convenience, Stewart has developed a means for you to opt out from its affiliates marketing even though such mechanism is not legally required.	Yes	Yes, send your first and last name, the email address used in your transaction, your Stewart file number and the Stewart office location that is handling your transaction by email to optout@stewart.com or fax to 1-800-335-9591.
For non-affiliates to market to you. Non-affiliates are companies not related by common ownership or control. They can be financial and non-financial companies.	No	We don't share

We may disclose your personal information to our affiliates or to non-affiliates as permitted by law. If you request a transaction with a non-affiliate, such as a third party insurance company, we will disclose your personal information to that non-affiliate. [We do not control their subsequent use of information, and suggest you refer to their privacy notices.]

SHARING PRACTICES

How often do the Stewart Title Companies notify me about their practices?	We must notify you about our sharing practices when you request a transaction.
How do the Stewart Title Companies protect my personal information?	To protect your personal information from unauthorized access and use, we use security measures that comply with federal law. These measures include computer, file, and building safeguards.
How do the Stewart Title Companies collect my personal information?	We collect your personal information, for example, when you ▪ request insurance-related services ▪ provide such information to us We also collect your personal information from others, such as the real estate agent or lender involved in your transaction, credit reporting agencies, affiliates or other companies.
What sharing can I limit?	Although federal and state law give you the right to limit sharing (e.g., opt out) in certain instances, we do not share your personal information in those instances.

Contact us: If you have any questions about this privacy notice, please contact us at: **Stewart Title Guaranty Company, 1360 Post Oak Blvd., Ste. 100, Privacy Officer, Houston, Texas 77056**

Privacy Notice for California Residents

Pursuant to the California Consumer Privacy Act of 2018 ("CCPA"), Stewart Information Services Corporation and its subsidiary companies (collectively, "Stewart") are providing this **Privacy Notice for California Residents** ("CCPA Notice"). This CCPA Notice supplements the information contained in Stewart's existing privacy notice and applies solely to all visitors, users and others who reside in the State of California or are considered California Residents ("consumers" or "you"). Terms used but not defined shall have the meaning ascribed to them in the CCPA.

Information Stewart Collects

Stewart collects information that identifies, relates to, describes, references, is capable of being associated with, or could reasonably be linked, directly or indirectly, with a particular consumer, household, or device. Most of the information that Stewart collects in the course of its regular business is already protected pursuant to the Gramm-Leach-Bliley Act (GLBA). Additionally, much of this information comes from government records or other information already in the public domain. Personal information under the CCPA does not include:

- Publicly available information from government records.
- Deidentified or aggregated consumer information.
- Certain personal information protected by other sector-specific federal or California laws, including but not limited to the Fair Credit Reporting Act (FCRA), GLBA and California Financial Information Privacy Act (FIPA).

Specifically, Stewart has collected the following categories of personal information from consumers within the last twelve (12) months:

Category	Examples	Collected?
A. Identifiers.	A real name, alias, postal address, unique personal identifier, online identifier, Internet Protocol address, email address, account name, Social Security number, driver's license number, passport number, or other similar identifiers.	YES
B. Personal information categories listed in the California Customer Records statute (Cal. Civ. Code § 1798.80(e)).	A name, signature, Social Security number, physical characteristics or description, address, telephone number, passport number, driver's license or state identification card number, insurance policy number, education, employment, employment history, bank account number, credit card number, debit card number, or any other financial information, medical information, or health insurance information. Some personal information included in this category may overlap with other categories.	YES
C. Protected classification characteristics under California or federal law.	Age (40 years or older), race, color, ancestry, national origin, citizenship, religion or creed, marital status, medical condition, physical or mental disability, sex (including gender, gender identity, gender expression, pregnancy or childbirth and related medical conditions), sexual orientation, veteran or military status, genetic information (including familial genetic information).	YES
D. Commercial information.	Records of personal property, products or services purchased, obtained, or considered, or other purchasing or consuming histories or tendencies.	YES
E. Biometric information.	Genetic, physiological, behavioral, and biological characteristics, or activity patterns used to extract a template or other identifier or identifying information, such as, fingerprints, faceprints, and voiceprints, iris or retina scans, keystroke, gait, or other physical patterns, and sleep, health, or exercise data.	YES
F. Internet or other similar network activity.	Browsing history, search history, information on a consumer's interaction with a website, application, or advertisement.	YES
G. Geolocation data.	Physical location or movements.	YES
H. Sensory data.	Audio, electronic, visual, thermal, olfactory, or similar information.	YES
I. Professional or employment-related information.	Current or past job history or performance evaluations.	YES
J. Non-public education information (per the Family Educational Rights and Privacy Act (20 U.S.C. Section 1232g, 34 C.F.R. Part 99)).	Education records directly related to a student maintained by an educational institution or party acting on its behalf, such as grades, transcripts, class lists, student schedules, student identification codes, student financial information, or student disciplinary records.	YES
K. Inferences drawn from other personal information.	Profile reflecting a person's preferences, characteristics, psychological trends, predispositions, behavior, attitudes, intelligence, abilities, and aptitudes.	YES

Stewart obtains the categories of personal information listed above from the following categories of sources:

- Directly and indirectly from customers, their designees or their agents (For example, realtors, lenders, attorneys, etc.)
- Directly and indirectly from activity on Stewart's website or other applications.
- From third-parties that interact with Stewart in connection with the services we provide.

Use of Personal Information

Stewart may use or disclose the personal information we collect for one or more of the following purposes:

- To fulfill or meet the reason for which the information is provided.
- To provide, support, personalize, and develop our website, products, and services.
- To create, maintain, customize, and secure your account with Stewart.
- To process your requests, purchases, transactions, and payments and prevent transactional fraud.
- To prevent and/or process claims.
- To assist third party vendors/service providers who complete transactions or perform services on Stewart's behalf.
- As necessary or appropriate to protect the rights, property or safety of Stewart, our customers or others.
- To provide you with support and to respond to your inquiries, including to investigate and address your concerns and monitor and improve our responses.
- To personalize your website experience and to deliver content and product and service offerings relevant to your interests, including targeted offers and ads through our website, third-party sites, and via email or text message (with your consent, where required by law).
- To help maintain the safety, security, and integrity of our website, products and services, databases and other technology assets, and business.
- To respond to law enforcement or regulator requests as required by applicable law, court order, or governmental regulations.
- Auditing for compliance with federal and state laws, rules and regulations.
- Performing services including maintaining or servicing accounts, providing customer service, processing or fulfilling orders and transactions, verifying customer information, processing payments, providing advertising or marketing services or other similar services.
- To evaluate or conduct a merger, divestiture, restructuring, reorganization, dissolution, or other sale or transfer of some or all of our assets, whether as a going concern or as part of bankruptcy, liquidation, or similar proceeding, in which personal information held by us is among the assets transferred.

Stewart will not collect additional categories of personal information or use the personal information we collected for materially different, unrelated, or incompatible purposes without providing you notice.

Disclosure of Personal Information to Affiliated Companies and Nonaffiliated Third Parties

Stewart does not sell your personal information to nonaffiliated third parties. Stewart may share your information with those you have designated as your agent in the course of your transaction (for example, a realtor or a lender). Stewart may disclose your personal information to a third party for a business purpose. Typically, when we disclose personal information for a business purpose, we enter a contract that describes the purpose and requires the recipient to both keep that personal information confidential and not use it for any purpose except performing the contract.

We share your personal information with the following categories of third parties:

- Service providers and vendors (For example, search companies, mobile notaries, and companies providing credit/debit card processing, billing, shipping, repair, customer service, auditing, marketing, etc.)
- Affiliated Companies
- Litigation parties and attorneys, as required by law.
- Financial rating organizations, rating bureaus and trade associations.
- Federal and State Regulators, law enforcement and other government entities

In the preceding twelve (12) months, Stewart has disclosed the following categories of personal information for a business purpose:

Category A: Identifiers
Category B: California Customer Records personal information categories
Category C: Protected classification characteristics under California or federal law
Category D: Commercial Information
Category E: Biometric Information
Category F: Internet or other similar network activity
Category G: Geolocation data
Category H: Sensory data
Category I: Professional or employment-related information
Category J: Non-public education information
Category K: Inferences

Consumer Rights and Choices

The CCPA provides consumers (California residents) with specific rights regarding their personal information. This section describes your CCPA rights and explains how to exercise those rights.

Access to Specific Information and Data Portability Rights

You have the right to request that Stewart disclose certain information to you about our collection and use of your personal information over the past 12 months. Once we receive and confirm your verifiable consumer request, Stewart will disclose to you:

- The categories of personal information Stewart collected about you.
- The categories of sources for the personal information Stewart collected about you.
- Stewart's business or commercial purpose for collecting that personal information.
- The categories of third parties with whom Stewart shares that personal information.
- The specific pieces of personal information Stewart collected about you (also called a data portability request).
- If Stewart disclosed your personal data for a business purpose, a listing identifying the personal information categories that each category of recipient obtained.

Deletion Request Rights

You have the right to request that Stewart delete any of your personal information we collected from you and retained, subject to certain exceptions. Once we receive and confirm your verifiable consumer request, Stewart will delete (and direct our service providers to delete) your personal information from our records, unless an exception applies.

Stewart may deny your deletion request if retaining the information is necessary for us or our service providers to:

1. Complete the transaction for which we collected the personal information, provide a good or service that you requested, take actions reasonably anticipated within the context of our ongoing business relationship with you, or otherwise perform our contract with you
2. Detect security incidents, protect against malicious, deceptive, fraudulent, or illegal activity, or prosecute those responsible for such activities.
3. Debug products to identify and repair errors that impair existing intended functionality.
4. Exercise free speech, ensure the right of another consumer to exercise their free speech rights, or exercise another right provided for by law.
5. Comply with the California Electronic Communications Privacy Act (Cal. Penal Code § 1546 *seq.*).
6. Engage in public or peer-reviewed scientific, historical, or statistical research in the public interest that adheres to all other applicable ethics and privacy laws, when the information's deletion may likely render impossible or seriously impair the research's achievement, if you previously provided informed consent.
7. Enable solely internal uses that are reasonably aligned with consumer expectations based on your relationship with us.
8. Comply with a legal obligation.
9. Make other internal and lawful uses of that information that are compatible with the context in which you provided it.

Exercising Access, Data Portability, and Deletion Rights

To exercise the access, data portability, and deletion rights described above, please submit a verifiable consumer request to us either:

- Calling us Toll Free at 1-866-571-9270
- Emailing us at Privacyrequest@stewart.com
- Visiting http://stewart.com/ccpa

Only you, or someone legally authorized to act on your behalf, may make a verifiable consumer request related to your personal information. You may also make a verifiable consumer request on behalf of your minor child.

To designate an authorized agent, please contact Stewart through one of the methods mentioned above.

You may only make a verifiable consumer request for access or data portability twice within a 12-month period. The verifiable consumer request must:

- Provide sufficient information that allows us to reasonably verify you are the person about whom we collected personal information or an authorized representative.
- Describe your request with sufficient detail that allows us to properly understand, evaluate, and respond to it.

Stewart cannot respond to your request or provide you with personal information if we cannot verify your identity or authority to make the request and confirm the personal information relates to you.

Making a verifiable consumer request does not require you to create an account with Stewart.

Response Timing and Format

We endeavor to respond to a verifiable consumer request within forty-five (45) days of its receipt. If we require more time (up to an additional 45 days), we will inform you of the reason and extension period in writing.

A written response will be delivered by mail or electronically, at your option.

Any disclosures we provide will only cover the 12-month period preceding the verifiable consumer request's receipt. The response we provide will also explain the reasons we cannot comply with a request, if applicable. For data portability requests, we will select a format to provide your personal information that is readily useable and should allow you to transmit the information from one entity to another entity without hindrance.

Stewart does not charge a fee to process or respond to your verifiable consumer request unless it is excessive, repetitive, or manifestly unfounded. If we determine that the request warrants a fee, we will tell you why we made that decision and provide you with a cost estimate before completing your request.

Non-Discrimination

Stewart will not discriminate against you for exercising any of your CCPA rights. Unless permitted by the CCPA, we will not:

- Deny you goods or services.
- Charge you a different prices or rates for goods or services, including through granting discounts or other benefits, or imposing penalties.
- Provide you a different level or quality of goods or services.
- Suggest that you may receive a different price or rate for goods or services or a different level or quality of goods or services.

Changes to Our Privacy Notice

Stewart reserves the right to amend this privacy notice at our discretion and at any time. When we make changes to this privacy notice, we will post the updated notice on Stewart's website and update the notice's effective date. **Your continued use of Stewart's website following the posting of changes constitutes your acceptance of such changes.**

Contact Information

If you have questions or comments about this notice, the ways in which Stewart collects and uses your information described here, your choices and rights regarding such use, or wish to exercise your rights under California law, please do not hesitate to contact us at:

Phone: Toll Free at 1-866-571-9270

Website: http://stewart.com/ccpa

Email: Privacyrequest@stewart.com

Postal Address: Stewart Information Services Corporation
Attn: Mary Thomas, Deputy Chief Compliance Officer
1360 Post Oak Blvd., Ste. 100, MC #14-1
Houston, TX 77056

BCT
BLAINE COUNTY TITLE

360 Sun Valley Road
PO Box 3176
Ketchum, ID 83340
Phone: (208) 726-0700 Fax: (208) 726-8406

Date: December 29, 2021 **Order Number:** 2124145

108-110 Ritchie, LLC
930 Tahoe Blvd Ste 802-80
Incline Village, NV 89451

We thank you for the opportunity to be of service to you, and we are pleased to enclose your title insurance policy covering your newly acquired property. This policy is a valuable document and should be safeguarded with your important papers.

We have great interest in making certain you understand the purpose of title insurance and your protection under this policy. Basically, it is a contract with us in which we agree to defend and insure against any losses, which you may suffer because of any defects in the title to your property as of the date of this policy.

There is another plus to this policy. Should you sell, refinance or build on this specific property within two years of this policy date, present this policy to us and you will receive a 25% credit of the premium paid on this policy toward the premium on the policy you are required to present to your purchaser or lender at the time of closing.

These documents have also been scanned and filed electronically online using our secure SureClose Transaction Management system. If, for any reason you need copies or lose your originals, you can always access your documents online. For more information on obtaining your username and password, simply contact our office.

Thank you for using **Blaine County Title, Inc.** , your information source for Title Insurance, past, present and future.

Sincerely,

Blaine County Title, Inc.

Terry Washburn
Title Officer

Enclosures: Owner's Policy No.: O-0000-699857948
Warranty Deed No.: 688855

Instrument # 688855
HAILEY, BLAINE, IDAHO
11-19-2021 11:06:19 AM No. of Pages: 2
Recorded for: BLAINE COUNTY TITLE
STEPHEN MCDOUGALL GRAHAM Fee: $15.00
Ex-Officio Recorder Deputy: GWB
Electronically Recorded by Simplifile

BCT
BLAINE COUNTY TITLE

WARRANTY DEED

FOR VALUE RECEIVED

Robert S. Taylor, a single man

GRANTOR(S), hereby grants, bargains, sells, conveys and warrants unto

108-110 Ritchie, LLC, a Nevada limited liability company

GRANTEE(S) whose current address is: 930 Tahoe Blvd Ste 802-80, Incline Village, NV 89451

the following described premises, to-wit:

Lots 3 and 4 in Block 4 of WARM SPRINGS VILLAGE SUBDIVISION, SECOND ADDITION REVISED, as shown on the official plat thereof, recorded as Instrument No. 117271, Records of Blaine County, Idaho.

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

Dated this 18 day of November, 2021.

Robert S. Taylor

Notary Page - Next Page

State of Idaho,
County of Blaine

This record was acknowledged before me on 18 day of November, 2021, by Robert S. Taylor.

Notary Public
My Commission Expires: 7.26.2023

(STAMP)

KATHY SEAL
COMMISSION NO. 11803
NOTARY PUBLIC
STATE OF IDAHO
MY COMMISSION EXPIRES 07/26/23

DECLARATION

OF

COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS

FOR THE

THE CHALETS AT WARM SPRINGS

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DECLARATION OF

COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS

FOR

THE CHALETS AT WARM SPRINGS

This Declaration of Covenants, Conditions, Restrictions and Easements for The Chalets at Warm Springs (this "**Declaration**") is made effective as of the date this Declaration is recorded in the real property records of Blaine County, Idaho (the "**Effective Date**") by 108-110 Ritchie, LLC, a Nevada limited liability company ("**Developer**"). Capitalized terms are defined in Article 1 or elsewhere in this Declaration.

WHEREAS, Developer has or will record the final plat for Warm Springs Townhomes, a copy of which is attached hereto as Exhibit A (the "**Initial Plat**") in the real property records of Blaine County, Idaho.

WHEREAS, Developer desires to record this Declaration to subject the land included in the Initial Plat, excluding the portion thereof dedicated to the public as public streets (the "**Community**") to set forth the covenants, conditions, restrictions and easements that will apply to the Community, all of which are designed to protect, enhance and preserve the value, desirability and attractiveness of the Community, and to ensure that the Community is developed in a well-integrated and high-quality manner.

NOW, THEREFORE, Developer hereby declares that the Community, and each Lot and portion thereof, will be held, sold, conveyed, encumbered, hypothecated, leased, used, occupied, and improved in accordance with this Declaration. This Declaration: (a) runs with the land; (b) is binding upon, and inures to the benefit of, any person or entity having or acquiring any right, title or interest in any Lot or portion of the Community; and (c) inures to the benefit of and is binding upon Developer.

ARTICLE 1 SELECT DEFINITIONS

In addition to the terms defined elsewhere in this Declaration, the following terms have the following meanings. Words not defined in this Declaration will have their ordinary meanings, except that words that have well-known real estate industry meanings will have the real estate industry meanings.

"**Assessments**" means the Regular Assessments, Special Assessments, Limited Assessments and Transfer Assessments, and for each together with any late charges, interest and costs incurred in collecting the same, including attorneys' fees.

"**Association**" means The Chalets at Warm Springs Owners Association, Inc., an Idaho nonprofit corporation, and is the "homeowner's association" as defined in Idaho Code § 55-3203. In the Community Documents and elsewhere, the Association may sometimes be called the "Warm Springs Homeowners Association" or words of similar import.

"**Board**" means the Board of Directors of the Association, and is the "board" as defined in Idaho Code § 55-3203.

"**Common Area**" means each of the following real property interests: (a) any Lots that are identified as to be owned or maintained by the Association on any Plat, including the private road/street (defined in Article 8); (b) any real property interest designated as Common Area by Developer on any Supplemental Declaration (provided that Developer then owns the real property interest); (c) any real property interest conveyed to, and accepted by, the Association as Common Area; and (d) any lease, license or other right for amenities or facilities held by the Association.

"Common Improvements" means any Improvements owned, maintained or managed by Association, whether or not the Improvements are located in Common Area. Common Improvements shall include the snowmelt system, boiler room, the Fire Lane, water mains, and water service lines.

"**Community Documents**" means this Declaration, any Plat, the articles and bylaws of the Association, the Community Rules, and the Design Requirements.

"**Development Period**" means the period expiring on the date Developer informs the Board, in a writing recorded in the real property records of the county where the Community is located, that Developer no longer wishes to exercise its rights as Developer Member.

"**Fire Lane"** means the area required to be kept clear for emergency vehicle and aerial fire apparatus access within the access and public utility easement indicated on the Initial Plat.

"Improvement" means any structure, facility, system or object, whether permanent or temporary, which is installed, constructed, placed upon or allowed on, under or over any portion of the Community, including residential structures, fences, streets or roads, drives, driveways, parking areas, sidewalks, bridges, bicycle paths, curbs, landscaping, walls, hedges, plantings, trees, vegetation, rocks, signs, lights, mailboxes, electrical lines, pipes, pumps, ditches, recreational facilities, grading, road construction and utilities.

"**Irrigation System**" means the system for delivering seasonal irrigation water to the Community that exists separate and apart from the potable water system. The Irrigation System includes the pump, pump station and related facilities, and includes all pipes, lines, sprinklers, controls and other irrigation equipment located in the Common Area. The Irrigation System does not include the pipes, lines, sprinklers, controls and other irrigation equipment located on each Lot to serve that Lot.

"**Limited Assessment**" means a charge against a particular Owner for an expense directly attributable to the 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 correcting damage to or maintenance, repair, replacement and operation activities performed for any Common Area for the failure of an Owner to keep the Owner's Lot 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.

"**Lot**" means any lot depicted on any Plat.

"**Member**" (capitalized or not) means each Owner holding a membership in the Association, including Developer, and has the same meaning as "member" is defined in Idaho Code § 55-3203. The terms member and Owner are synonymous.

"**Mortgage**" means any mortgage, deed of trust, or other document pledging any portion of the Community or interest therein as security for the payment of a debt or obligation.

"**Occupant**" means any person that occupies a dwelling structure located on a Lot.

"**Owner**" means the record owner, whether one or more persons or entities, holding fee simple interest of record to a Lot, and buyers under executory contracts of sale, but excluding those persons or entities having the interest merely as security for the performance of an obligation, unless and until the person or entity has acquired fee simple title pursuant to foreclosure or other proceedings.

"**Owner Parties**" means, for each Owner, all of the Owner (including all persons or entities that comprise Owner), its Occupants, and the guests of any of them, and the Owner's contractors and invitees.

"**Plat**" means the Initial Plat and any future plat covering any portion of the Community that is lawfully recorded in the real property records of the county where the Community is located.

"**Regular Assessments**" means assessments that are regularly levied against each Owner and each Lot by the Association to fund the Common Expenses. "**Special Assessment**" means an assessment that are levied against each Owner and each Lot by the Association to fund capital expenses (such as capital improvements or equipment purchases, or major repairs or replacements to Common Improvements) or shortages in Regular Assessments.

"**Supplemental Declaration**" has the meaning set forth in Article 13.

"**Transfer Assessment**" has the meaning set forth in Section 5.5.

"**Townhome Building**" means a building that contains two or more Lot living areas joined by a Party Wall, as defined in Article 9, and Townhome Maintenance Elements.

"**Townhome Maintenance Elements**" means the roof, shingles, rain gutters and downspouts, and exterior walls of the Townhome Buildings, as well as the landscaping of the Lots.

ARTICLE 2 THE CHALETS AT WARM SPRINGS OWNERS ASSOCIATION

2.1 **Organization of the Association**. Developer has organized the Association to manage the business and affairs of the Community in accordance with applicable law and the Community Documents.

2.2 **Membership**. The Association will have two (2) classes of membership as follows:

2.2.1 *Regular Members*. Each Owner, by virtue of being an Owner and for so long as the ownership is maintained, will be a regular member of the Association. No Owner will have more than one (1) membership in the Association for each Lot owned by the Owner. When more than one (1) person or entity holds an ownership interest in any Lot, all of them will be members. Memberships in the Association will be appurtenant to the Lot or other portion of the Property owned by the Owner. The memberships in the Association must not be transferred, pledged, assigned or alienated in any way except upon the transfer of Owner's title and then only to the transferee of title. Any prohibited transfer or attempt to make a prohibited membership transfer will be void and will not be reflected on the books of the Association.

2.2.2 *Developer Member*. During the Development Period and subject to the requirements of Section 2.4, Developer will be a special member of the Association with the sole voting power of the Association. Developer will cease to be a special member on expiration of the Development Period (but Developer may continue as a regular member if Developer then owns any Lots).

2.3 **Membership Meetings; Voting**. The Association will hold a meeting of the members at least once each calendar year and periodic special meetings of the members as set forth in the bylaws of the Association. Prior to expiration of the Development Period, the regular members are not entitled to vote except as provided by Section **Error! Reference source not found.**. Upon the expiration of the Development Period, each regular member will be entitled to one (1) vote for each Lot owned

by the regular member; provided, however, the vote for any Lot with common ownership will be exercised as the Owners of the Lot determine, but in no event will more than one (1) vote be cast with respect to any Lot. All member meetings may be held in person or, with the approval of a simple majority of the members, be conducted through an electronic or hybrid meeting model (e.g., via telephone conference or video conference).

2.4 **Board of Directors**. The business and affairs of the Association will be 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 Development Period, Developer, as the special member, has the exclusive right to appoint, remove and replace directors at any time and from time-to-time in Developer's sole discretion; provided, however, that to the extent required by Idaho Code Section 55-3204A (or its successor), on or before one hundred eighty (180) days after the date on which 75% of the Lots are conveyed to Owners other than the Developer or any builder chosen by Developer to build improvements on a Lot, the Association shall hold a meeting at which the Owners other than Developer will elect at least one-third (1/3) of the Board's directors. After the Development Period, the Owners have the right to elect, remove and replace directors as provided in the bylaws of the Association; provided, however, any vacancies on the Board will be filled by a plurality vote of the remaining directors through a special election at any meeting of the Board. All Board meetings may, at the option of the Board or the President, be held in person and/or by through the use of, any means of communication by which all board members participating may simultaneously hear each other during the meeting (i.e., via telephone conference or video conference). All Board meetings must be open to members, and to any representative or agent designated in a signed writing by a member to represent the member; provided, however, the Board may hold executive sessions as permitted by applicable law (e.g., Idaho Code § 55-3204(2) or its successor).

2.5 **Meeting Minutes**. The Board must take minutes from all meetings of the Association, including membership meetings and Board meetings, and preserve the minutes for at least ten (10) years.

2.6 **Delegation of Authority**. The Board may delegate all or any portion of its powers and duties to committees, officers, employees or agents. The Association may employ or contract for the services of a professional manager or management company to manage its day-to-day affairs, including in particular snow removal; provided, however, the employment or contract must not have a term of not more than two (2) years (with automatically renewable terms acceptable). If the manager is Developer or Developer's affiliate, then the contract must be subject to cancellation by the Association with or without cause, and without payment of a termination fee (but including all fees incurred through the date of termination), so long as the Association provides at least thirty (30) days' prior notice of termination. If the Association delegates its powers and duties to a third party for snow removal, that third party will utilize its discretion in the frequency of the snow removal and the amount of accumulation meriting removal. To the extent allowed by law, the Association shall not be responsible for or liable for said third party's discretion and removal of snow.

2.7 **Financial Disclosures**

2.7.1 *Owner Assessment Accounts*. The Association must provide the Owner and the Owner's agent, if any, a statement of the Owner's assessment account no more than five (5) business days after a written request by the Owner or the Owner's agent is received by an appropriate agent of the Association. The statement of assessment account must include, at a minimum, the amount of the annual charges against the Owner's Lot, the date when the charges are due, and any unpaid or outstanding assessments, charges, or fees due and owing from the Owner at the time of the request, including any Transfer Assessment.

2.7.2 *Disclosure 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. 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 aside from the Transfer Assessment, no surcharge or additional fees may be charged to any Owner in connection with any transfer of ownership of the Owner's Lot. No fees may be charged for expeditiously providing a member's statement of account as set forth in this Section 2.7.

2.7.3 *Up-to-Date Statements*. The Association must provide the 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.

2.7.4 *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.

2.8 **Powers of the Association**. The Association has all the powers of a nonprofit corporation organized under Idaho law and all of the powers and duties set forth in the Community Documents, including the power to perform any and all acts which may be necessary to, proper for, or incidental to the foregoing powers. The powers of the Association include, by way of illustration and not limitation:

2.8.1 *Assessments*. The power to levy Assessments against each Lot (except Common Area) and Owner thereof pursuant to the restrictions enunciated in this Declaration, and to enforce payment of the Assessments, all in accordance with the provisions of this Declaration. This power includes the right of the Association to levy Assessments against the Lots and the Owners thereof to cover the operation and maintenance costs of Common Area.

2.8.2 *Community Rules.* The power to adopt, amend and repeal any rules as the Board deems reasonable and appropriate to govern the Community (the "**Community Rules**"), including, without limitation, rules regarding the use of the Common Area, the Common Improvements, the Irrigation System, and rules regarding the conduct of the business and affairs of the Association. Except when inconsistent with this Declaration, the Community Rules have the same force and effect as if they were set forth in this Declaration. Promptly after adoption of the Community Rules (or any amendment thereto or repeal thereof), the Association will publish the same to the Owners.

2.8.3 *Common Area and Common Improvements*. The power to acquire, construct, improve, modify and dispose of, and the duty to manage, operate, maintain, repair and replace, the Common Area and Common Improvements for the benefit of the Community (including the Irrigation System); provided, however, except as permitted under Section 2.8.8 hereof, no interest in the Common Area will be disposed of without the approval by the vote or written consent of Owners representing more than sixty-five percent (65%) of the total voting power in the Association. The Association, or its duly designated agent, shall maintain all landscaping and drive aisles on the Common Areas as provided in this Declaration, and shall otherwise manage and operate all Common Areas as it deems necessary and appropriate. The Association shall have the authority to assess its members for the costs of said maintenance in accordance with the terms of this Declaration. The Association may adopt rules to add further detail with regard specific landscape and driveway maintenance services provided by the Association. In addition, the Association may adopt rules to add further detail with regard specific snow removal services provided

by the Association. Notwithstanding anything to the contrary in this Declaration, it is the intent that the Association shall generally provide for all snow and ice treatment to the paved portions of the Common Areas. Unless the Board elects to provide snow removal for Lots, Lot Owners shall be responsible for such areas and other applicable areas on their Lot, including, but not limited to sidewalks immediately adjacent to or primarily serving a Lot and parking facilities within a Lot. Lot Owners shall be responsible and take reasonable precautions with respect to ice and ice accumulation.

2.8.4 *Irrigation System*. The power and authority to construct, install, maintain, repair, replace, manage, to enter upon any Lot (but not inside any building constructed thereon) as necessary to construct, install, maintain, repair, replace, manage, and operate the Irrigation System.

2.8.5 *Maintenance.* The power and authority to enter upon any Lot (but not inside any building constructed thereon) for the care and maintenance of the Townhome Maintenance Elements.

2.8.6 *Entry onto Lots.* The power to enter upon any Lot (but not inside any building constructed thereon) in the event of any emergency involving potential danger to life or property or when necessary in connection with any maintenance or construction for which the Association is responsible. The entry will be made with as little inconvenience to the Owner of the Lot as practical under the circumstances, and any damage caused thereby will be repaired by and at the expense of the Association.

2.8.7 *Fines*. The power to impose reasonable monetary fines that will constitute a lien upon the Lot owned or occupied by the Owner or Occupant determined by the Board to be in violation of the Community Documents (individually, a "**Violation**"). Provided, however, pursuant to the provisions of Idaho Code § 55-3206 (or its successor), the Association will 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) the 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 the Owner as shown in the records of the Association; and (c) the Owner may respond to the Violation by delivery of a written response that is received by the Board prior to the Levy Meeting. Provided further, the Association will not impose a fine on an Owner if the 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. 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 after 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 as promptly as practical. All fines will be part of the Assessments to which the Owner's Lot is subject under this Declaration. In all events, no portion of the fines may be used to increase the compensation to the Board or agent thereof.

2.8.8 *Licenses, Easements and Rights-of-Way.* The power to convey any easements and licenses to use the Common Area as may be necessary or appropriate for the maintenance, preservation, and enjoyment of the Common Area or Common Improvements, or for the preservation of the health, safety, convenience and the welfare of the Community, or for the purpose of constructing, erecting, operating or maintaining any of the following:

2.8.8.1 Underground lines, cables, wires, conduits, or other devices for the transmission of electricity or electronic signals for lighting, heating, power, telephone, television, or other purposes, and the above-ground lighting stanchions, meters, and other facilities associated with the provision of lighting and services;

2.8.8.2 Public and other sewers, storm drains, water drains and pipes, water supply systems, sprinkling systems, heating and gas lines or pipes, and any similar public or quasi-public improvements or facilities; and

2.8.8.3 Mailboxes and sidewalk abutments around mailboxes or any service facility, berm, fencing, and landscaping abutting Common Areas, public and private road/streets or land conveyed for any public or quasi-public purpose including pedestrian and bicycle pathways.

2.8.9 *Amenity Agreements.* The power to enter into any lease, license, use or other agreements as the Board deems proper or convenient to secure the use of off-site amenities or facilities for the benefit of the Community. Without limiting the generality of the foregoing, and only by way of example, the Association may enter into agreements with others for the use of any recreational amenities or facilities by the Owners on any terms as the Association deems reasonable or prudent. Any costs incurred by the Association related thereto will be Common Expenses, and the Common Expenses will be included in the Regular Assessments.

2.8.10 *Reserves.* The power to fund operating reserves and capital reserves as the Board deems necessary or prudent.

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

2.8.12 *Enforcement*. The power 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 Community Documents. The power of enforcement includes:

2.8.12.1 The right to enter upon any Lot (but not inside any building constructed thereon) for the purpose of removing, altering, reconstructing, or restoring any Improvements constructed, reconstructed, refinished, added, altered, or maintained in violation of the Community Documents. If the Improvements are located on a Lot, then Association will first provide the Owner thereof with a notice specifying the default and a reasonable period to cure (no less than ten (10) days and no more than thirty (30) days), and if the Owner does not cure the default to the reasonable satisfaction of the Association within the cure period, the Owner of the Improvements will immediately reimburse the Association for all expenses incurred by the Association in connection with its removal, alteration, reconstruction, or restoration of the Improvements.

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

2.8.12.3 The right to perform any obligation of an Owner under the Community Documents if the obligation is not timely performed by the Owner. In that event, the defaulting Owner will immediately reimburse the Association for all costs reasonably incurred by the Association in performing the obligation. Except in the event of an emergency, the Association will provide the defaulting Owner with a notice specifying the default and a reasonable period to cure (no less than ten (10) days and no more than thirty (30) days) prior to exercising its power hereunder.

If the Association employs attorneys to collect any Assessment or charge, whether by suit or otherwise, or to otherwise enforce compliance with the Community Documents, the Association is entitled to recover its reasonable attorneys' fees in addition to any other relief or remedy obtained.

2.8.13 *Insurance*. The power to obtain any bonds and insurance required by applicable law and any further insurance as the Board deems necessary or prudent, including casualty insurance for any Common Area or Common Improvements, 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 Developer, the Association will procure at least the following insurance policies to the extent the policies are available on commercially reasonable terms:

2.8.13.1 Casualty insurance on all insurable real and personal property for which the Association bears risk of loss, which insurance will be for the full replacement cost thereof without optional deductibles;

2.8.13.2 Worker's compensation and employer's liability coverage as required by law;

2.8.13.3 Broad form comprehensive public liability insurance insuring the Association, the Board, and their respective agents and employees against any liability incident to the ownership or use of the Common Area; which insurance will be for not less than One Million Dollars ($1,000,000) per occurrence with respect to personal injury/sickness/death and One Million Dollars ($1,000,000) per occurrence with respect to property damage; and

2.8.13.4 Full coverage directors' and officers' liability insurance with a limit of at least Two Hundred Fifty Thousand Dollars ($250,000).

2.8.14 *Entitlement Obligations*. The power to fulfill any duties imposed by any governmental or other quasi-governmental agencies as part of the entitlements for the development of Community, including any requirements or obligations identified in the entitlements as the responsibility of the applicable homeowners association, such as plat notes, development agreements or conditions of approval.

2.8.15 *Financing*. The power 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.

2.8.16 *Estoppel Certificates.* The power to execute a written statement stating (a) whether or not, to the knowledge of the Association, a particular Owner or Owner's Lot is in default of this Declaration; (b) the dates to which any Assessments have been paid by a particular Owner; and (c) any other matters as the Board deems reasonable. Any estoppel certificate may be relied upon by a bona-fide prospective purchaser or mortgagee of the Owner's Lot, but only to the extent the prospective purchaser or mortgagee has no knowledge to the contrary. The Association may charge a reasonable fee for the statements.

2.8.17 *Improvements in the Public Right-of-Way.* The power to enter into (or assume) any license and easement agreements with the applicable highway authority (or assume the obligations under any license and easement agreements entered into by Developer) to install, maintain, improve, irrigate, trim, repair and replace improvements and landscaping in the public rights-of-way (including sidewalk easements and planter strips); provided, however, nothing herein limits, or requires the Association to assume, each Owner's obligations with respect to improvements and landscaping in the right-of-way adjacent to the Owner's Lot.

2.8.18 *Open Space Corridors.* The power to enter into agreements to improve, operate, maintain, repair or replace any corridor, open space, recreation facility, greenbelt or trail spaces, either for the benefit of the Community or the general public.

2.8.19 *Stormwater Drainage and Retention System*. The Association will be responsible for maintaining the storm drainage and retention system, if any, in accordance with applicable law, prudent industry practices and the current operation and maintenance plan, if any, as the same is amended from time to time (the "**O&M Manual**"). A copy of the current O&M Manual will be available upon request from the Association.

2.8.20 *Variances for Persons with Disabilities.* The right to authorize variances from the requirements of the Community Documents 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 the Owner to bear. The granting of a variance does not waive any element of the Community Documents for any purpose except as to the particular person, the particular Lot 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 the Community Documents or applicable law.

2.8.21 *Other*. Any other powers as the Association may have consistent with the Community Documents and applicable law.

2.9 **Association Records; Owner Inspection**. The Association will keep records of its business and affairs as is customary for homeowners associations, including a membership register, accounting records, financial statements, operating budgets, balance sheets and minutes of meetings of the Board, the Members and committees. The records will be available at the Association's regular offices for inspection and copying by any Owner at the 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 an inspection may be made; and (c) payment of the cost of reproducing copies of documents requested pursuant to this Section 2.9. The Association's obligations hereunder may be fulfilled by making the records available to an Owner electronically, including delivery by electronic mail or by the posting the records on the Association's website. No Owner may request the inspection of records more than two times during any calendar year (and for this limitation, all persons or entities that own a Lot will be considered to be one Owner).

2.10 **Immunity; Indemnification**. Each Owner understands and agrees that Developer, the Association, the Association's manager (if any), and the directors, officers, agents, employees of any of them (each individually a "**Released Party**") are immune from personal liability to the Owner or any other person, and the Owner hereby knowingly and voluntarily waives and releases each Released Party, for the Released Party's actions or failure to act with respect to the Community Documents that does not constitute gross negligence or willful misconduct on the part of the Released Party. The Association will indemnify, defend and hold each Released Party harmless from any action, expense, loss or damage caused by or resulting from the Released Party's actions or failure to act with respect to the Community Documents; provided, however, the Association is not obligated to indemnify, defend and hold harmless any Released Party for their own gross negligence or willful misconduct.

2.11 **Waiver of Consequential Damages**. Neither Developer nor the Association is liable to any Owner for, and each Owner releases Developer and the Association from, any form of indirect, special, punitive, exemplary, incidental or consequential or similar costs, expenses, damages or losses arising from or related to the Community.

ARTICLE 3 GENERAL AND SPECIFIC OBLIGATIONS AND RESTRICTIONS

3.1 **Residential Use**. All Lots (except Common Area) will be used exclusively for residential purposes and other uses incidental thereto as permitted by this Declaration and applicable law. Except for Home Occupations permitted pursuant to this Section, no Lot will be used at any time for commercial or business activity. A "**Home Occupation**" is any lawful, gainful occupation conducted on a Lot by an Occupant of the Lot. A Lot may be used for a Home Occupation provided that the home office or studio related thereto is not more than five hundred (500) square feet in size and located entirely within a dwelling. The Home Occupation must be conducted in accordance with the other terms and limitations of the Community Documents and applicable law. A Lot may be used for other Home Occupations only upon the specific approval of the Association, which approval may be subject to any conditions as the Association deems appropriate, and which Home Occupation must in conducted accordance with the other terms and limitations of the Community Documents and applicable law. No Home Occupation may (a) involve highly combustible materials; (b) involve retail operations; (c) use equipment or tools where the dimensions, weight or power rating are beyond normal household equipment or tools; (d) cause abnormal automotive or pedestrian traffic in the Community; (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 in the Community and are sent to other locations; or (g) involve other uses that, in the reasonable opinion of the Association, would detract from the residential character of the Community.

3.2 **Exterior Maintenance Obligation – Association's Obligations**. To provide a uniform, clean, and neat appearance within the Community without the requirement of approval of the Owners, the Association shall provide the following services to the following portions of the Community:

3.2.1 *Generally*. The Association shall maintain the Common Area in good operating condition and repair. In addition, the Association will undertake certain care, maintenance, repair and replacement activities within the Community, including on the Lots of individual Owners, to the limited extent set forth in this Section 3.2 (sometimes referred to herein as "**Common Maintenance Activities**"). Each Owner will undertake *all* operation, care, maintenance, repair and replacement with respect to such Owner's Lot and the Improvements thereon except to the extent any such operation, care, maintenance, repair and/or replacement obligations are *expressly* assumed by the Association in this Section 3.2. For the removal of doubt, the Association's obligations under this Section 3.2 do not include any matters

arising from or related to Homeowner Maintenance. "**Homeowner Maintenance**" means each Owner's obligation to diligently inspect, care for, operate, maintain, repair and replace the Owner's Lot and the Improvements thereon in accordance with best practices, any manuals or other documents provided to the Owner, and this Declaration (including, without limitation, Section 3.3 hereof). The Association may limit or decline to provide any Common Maintenance Activities, or cease any Common Maintenance Activities started, if any Owner or occupant of any Lot fails to fully and faithfully cooperate with the Association's performance thereof, or engages in or permits any conduct that interferes with the safe or efficient performance of the Common Maintenance Activities, or if the Board, in its reasonable discretion, determines that performance of such Common Maintenance Activities would be a waste of the Association's resources. The Common Maintenance Activities may be performed by Association staff or contractors. The Association will not be responsible, and each Owner releases the Association from, any personal injury or property damage arising from or related to the performance of the Common Maintenance Activities, except if caused by the Association's gross negligence or willful misconduct. No Owner will be entitled to any deferral or reduction of any charge or Assessment if the Owner refuses or would not benefit from any Common Maintenance Activities, or if the Association exercises any right to limit, decline to provide, or cease any Common Maintenance Activities as provided in this Declaration.

3.2.2 *Landscaping*. The Association shall provide basic care for the landscaping and maintain the Irrigation System in the Common Area in accordance with this Section. The Association's limited care and maintenance obligations will be limited to: (a) periodic weeding, mowing, trimming, pruning, aerating, and fertilizing landscaping, as well as removing, repairing, and replacing diseased, damaged, and destroyed landscaping on each Lot; and (b) operating, maintaining, repairing, and replacing the Irrigation System as necessary to keep the same in good operating condition and repair, including performing spring startup and fall blowout, and periodic regulation and adjustment of irrigation pressure, replacement and repair of irrigation lines, replacement and repair of irrigation heads and nozzles, and monitoring and making adjustments to ensure proper coverage for landscaping. All such care and maintenance will be performed in accordance with the standards promulgated by the Board from time-to-time, which shall set forth the scope and frequency of the care and maintenance to be performed as determined by the Board in its reasonable discretion (the "**Landscape Care Standards**"). The Association may perform additional care and maintenance, or perform care and maintenance at a level beyond the minimums in the Landscape Care Standards, at any time and from time-to-time, all without obligation of any kind to continue doing so. The Association may charge the Owner of any Lot for the cost of repairing or replacing any landscaping or component of the Irrigation System where such repair or replacement is caused by the Owner's abuse, misuse, or vandalism. Each Owner agrees that any unusual or excessive damage will be presumed to be from abuse, misuse or vandalism. In light of the Association's maintenance responsibilities hereunder, no Owner shall modify any portion of the landscaping or Irrigation System on its Lot or elsewhere within the Community. Each Owner shall be responsible for the maintenance of all potted plants, hanging plants, and the like on such Owner's Lot. Any maintenance of landscaping beyond that described in this Section shall be the cooperative, common obligation of the Owners.

3.2.3 *Snow and Ice Removal*. The Association shall perform basic snow and ice treatment to paved surfaces of the Common Area (including the private road / street) and the Fire Lane commensurate with similar townhome developments in Blaine County, Idaho. The Association shall not be responsible for snow and ice treatment to roofs, gutters, and paved

surfaces on any Lot, or to parking spaces. Each Owner is responsible for any snow and ice removal beyond that provided by the Association.

3.2.4 *Roofing*. The Association will replace the roofing materials (i.e., the roof membrane, but not roof structure) of each Townhome Building at the end of the normal life of the then existing roofing materials as determined by the Board in its reasonable discretion, which is anticipated to be approximately once every thirty-five (35) years. The replacement will occur only on a per Townhome Building basis; it will not occur on an individual townhome in any Townhome Building unless the repainting concurrently occurs on all townhomes within the Townhome Building. The Association will ***not*** undertake the early replacement of roofing materials, even if the roofing materials need to be replaced early because of casualty events, inadequate homeowner maintenance or any other reason. The Association strongly recommends that each Owner diligently perform all maintenance obligations with respect to its roofing. The roof replacement will occur as set by the Board, and will be with the materials, methodology and colors selected by the Board, with the intent that the roofs will be uniform throughout the Community and equal to or better than the roofing materials originally installed by Developer in terms of quality, appearance, and durability.

3.2.5 *Exterior Painting*. The Association will repaint the exterior walls (which will be the exterior wall surface, door and window trim, eaves and soffits, but not the doors, windows or floor surfaces (i.e., wood patios or decks) of each Townhome Building at the end of the normal life of the then existing paint as determined by the Board in its reasonable discretion, which is anticipated to be approximately once every ten (10) years. The repainting will occur only on a per "Townhome Building" basis. The repainting will not occur on an individual townhome in any structure unless the repainting concurrently occurs on all townhomes within the Townhome Building. The Association will not undertake the early painting of the exterior walls, even if the exterior walls need to be repainted early because of casualty events, inadequate homeowner maintenance or any other reason. The Association strongly recommends that each Owner diligently perform all homeowner maintenance obligations with respect to its exterior walls. The repainting will occur as set by the Board, and will be with the materials, methodology and colors selected by the Board, with the intent that the repainting will be uniform throughout the Community (in terms of quality, but not necessarily color) and equal to or better than the painting materials originally used by Developer in terms of quality, appearance, and durability. Notwithstanding the foregoing, upon the written approval of the Board, and with the consent of all Owners in the Townhome Building, an Owner may repaint the exterior walls of its townhome prior to the time the Association performs the repainting required of it under this Section 3.2.5, on the condition that the paint be equal to or better than the paint originally used in terms of quality, appearance, and durability, and on such other conditions as the Board may require.

3.3 **Exterior Maintenance Obligations - Owner's Obligations**. Each Improvement on an Owner's Lot shall at all times be kept in good operating condition and repair, and no Improvement on an Owner's Lot shall be permitted to fall into disrepair. In the event that any Owner shall permit any Improvement which is the responsibility of such Owner to maintain, to fall into disrepair so as to create a dangerous, unsafe, unsightly, or unattractive condition, or that damages property or facilities on or adjoining the Owner's Lot, the Association, upon thirty (30) days prior written notice to the Owner of such Lot, shall have the right to correct such condition, and to enter upon such Owner's Lot for the purpose of doing so, and such Owner shall promptly reimburse the Association for the cost thereof. Such cost shall be a Limited Assessment and shall create a lien enforceable in the same manner as other Assessments as set forth herein. The Owner of the offending property

shall be personally liable, and such Owner's property may be subject to a mechanic's lien for all costs and expenses incurred by the Association in taking such corrective acts, plus all costs incurred in collecting the amounts due. Each Owner shall pay all amounts due for such work within ten (10) days after receipt of written demand therefor, or the amounts may, at the option of the Board, be added to the amounts payable by such Owner as Regular Assessments.

3.4 **Nuisances.** No rubbish or debris of any kind will be placed or permitted to accumulate anywhere upon the Community, including the Common Area or vacant Lots, so as to render the Community or any portion thereof unsanitary, unsightly, offensive or detrimental to the Community, or to any other property in the vicinity of the Community. No Owner will allow any odor to arise from the Community so as to render the Community or any portion thereof unsanitary, offensive or detrimental to the Community, or to any other property in the vicinity of the Community. No business or Home Occupation (as defined in Section 3.1), no noise, no exterior fires, no obstructions of pedestrian walkways, no unsightliness or other nuisance will be permitted to exist or operate upon any portion of the Community so as to be offensive or detrimental to the Community or its Occupants or to other property in the vicinity or to its occupants or residents, as determined by the Board, in its reasonable judgment, or in violation of any federal, state or local law, rule, regulation or ordinance. Without limiting the generality of any of the foregoing, no whistles, bells or other sound devices (other than security devices used exclusively for security purposes which have been approved by the Board), flashing lights or search lights will be located, used or placed on the Community without the Board's approval. No unsightly objects will be permitted to remain on any Lot so as to be visible from any other portion of the Community. Without limiting the generality of the foregoing, refuse, garbage, trash, equipment, gas canisters, propane gas tanks, barbecue equipment, heat pumps, compressors, containers, lumber, firewood, grass, shrub or tree clippings, plant waste, metals, bulk material and scrap will be kept at all times in containers and in areas approved by the Board. No clothing or fabric will be hung, dried or aired in a way that is visible to any other portion of the Community. No major appliances (such as clothes washers, dryers, refrigerators or freezers) may be kept, stored or operated on any balcony, patio, porch or other exterior area of any Improvement. Window air-conditioning units are not allowed. Windows will be covered only by drapes, shades or shutters that are white or muted earth tone in color, and will not be painted or covered by foil, cardboard, sheets or similar materials.

3.5 **Vehicles and Equipment**. On-street parking on public roads will be limited to those specific areas where on-street parking is expressly permitted by the highway authority responsible for the public road. Vehicles must not extend or otherwise be permitted on or into any sidewalk, bicycle path, pedestrian path or the Fire Lane unless the vehicle is engaged in an emergency procedure, or as provided elsewhere in the Community Documents. Except as expressly permitted by this Section 3.5, none of the following items may be placed in any part of the Community (including streets, parking areas and private roads/streets), unless the item is located entirely within a garage such that the item is concealed from the view of any person standing outside the garage, except when the garage is open to facilitate ingress and egress: (a) motor homes, motor coaches, campers, trailers, snowmobiles, aircraft, boats, recreational vehicles, all-terrain vehicles; (b) abandoned or inoperable vehicles, defined as any vehicle which has not been driven under its own propulsion for a period of forty-eight (48) hours or longer; (c) dilapidated or unrepaired and unsightly vehicles; (d) snow removal equipment, garden maintenance equipment or similar equipment; and/or (e) any other unsightly equipment or machinery. To the extent possible, garage doors will remain closed at all times. Gardening, yard and snow removal machines (electric, gas or other power source) may only be used from 8:00 am to 9:00 pm. The items described in this Section 3.5 may be located in a side yard or rear yard (but not the front yard) so long as the yard is enclosed by a solid fence.

3.6 **Animals/Pets**. Except as provided in Section 3.7, no animals, livestock or poultry of any kind will be raised, bred or kept on any Lot except that Household Pets (defined below) may be kept for an Owner's personal use provided that (a) the Household Pets are not bred or maintained for any commercial purpose; (b) no more than three (3) of any combination of domesticated dogs or domesticated cats may be kept on a Lot; and (c) any Household Pets will be properly restrained and controlled at any time they are within the Community. "**Household Pets**" means generally recognized household pets that are customarily kept as indoor pets, such as domesticated dogs, domesticated cats, fish, birds (excluding hens and chickens), rodents and non-poisonous reptiles. Household Pets will not include livestock, poultry (including hens and chickens), swine or waterfowl. Household Pets will not be kept which unreasonably bother or constitute a nuisance to other Owners. Any noisy animal (defined below), any vicious animal, any non-domestic household pet or any animal which damages or destroys property will be deemed a nuisance. Excessive or untimely barking, disturbing by-passers, chasing vehicles, pursuing or attacking other animals, including wildlife, and trespassing upon private property in a manner that may damage the Community will also be deemed a nuisance. A "noisy animal" means any animal which habitually or frequently disturbs the sleep, peace or quiet of any Occupant. Owners will contact the local animal control agency regarding noisy animals prior to complaining to the Board about the animals. Any costs associated with responding to complaints of a noisy animal or nuisance pet may be levied against an Owner as a Limited Assessment. The Owner of a Lot where a Household Pet is kept, as well as the legal owner of the Household Pet (if not the Owner), will be jointly and severally liable for any and all damage and destruction caused by the Household Pet, and for any clean-up of any Common Area, roads or other property necessitated by the Household Pet.

3.7 **Assistance Animals**. Assistance animals are welcome in the Community in accordance with the Fair Housing Act (42 U.S.C. § 3601 et. seq., as amended), the Idaho Human Rights Act, and any other applicable law.

3.8 **Construction and Temporary Structures**. Except during the course of construction, no trailer houses or similar mobile units designed for overnight accommodations will be parked on any street. No trailer, tent, shack, garage, barn or other unattached structure erected on a Lot will, at any time, be used as a residence, temporarily or permanently, nor will any residence of a temporary character be permitted. No building of any kind will be erected or maintained on a Lot prior to the construction of the Improvements thereon. The construction of Improvements will be prosecuted diligently and continuously from the time of commencement thereof until the Improvements are fully completed and painted. The construction site will be cleaned of trash and debris nightly and maintained in a non-nuisance condition.

3.9 **Drainage**. Except with the approval of Developer, no Owner will interfere with the established drainage pattern over any portion of the Community, unless adequate alternative provisions for proper drainage have first been approved by the Board and properly installed. For the purposes hereof, "established" drainage is defined as the system of drainage, whether natural or otherwise, which exists at the time the overall grading of any portion of the Community is completed by Developer, or that drainage which is shown on any plans approved by the Board, which may include drainage from Common Area over any Lot in the Community.

3.10 **Grading**. Except as provided in Section 3.9, no Lot will drain onto, over, across or under the Common Area or an adjacent Lot. The Owner of any Lot within the Community in which grading or other work has been performed pursuant to a grading plan approved by any public agency, or by the Board, will maintain and repair all graded surfaces and erosion prevention devices, retaining walls, drainage structures, means or devices which are not the responsibility of any public agency, and plantings and ground cover installed or completed thereon.

3.11 **Energy Devices**. Solar panels and solar collectors ("**Solar Devices**") are permitted on the rooftop of any structure on any Lot if the rooftop is owned, controlled and maintained by the Owner; provided however, the Board will have the right to determine the specific location where the Solar Devices may be installed on the roof as long as installation is permitted within an orientation to the south or within forty-five (45) degrees east or west of due south. The Association may adopt reasonable rules for the installation of Solar Devices consistent with an applicable building code or to require that panels or collectors of the Solar Devices be parallel to a roof line, conform to the slope of the roof, and that any frame, support bracket, or visible piping or wiring be painted to coordinate with the roofing material. No other energy production devices or generators of any kind (e.g., windmills) will be permitted in the Community without the Board's approval of the device and the installation thereof.

3.12 **General Signs**. No more than one (1) sign will be allowed on any Lot at the same time to advertise the Lot for sale or to advertise the Lot during the course of construction, and all signs must be removed within fifteen (15) days of occupancy or closing of sale. 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 three (3) fee by two (2) feet in size and not more than three (3) feet above grade. The Association may erect and maintain identification signs, street signs and other appropriate informational signs upon the Common Area or upon utility easements of a size and design approved by the Board. No other signs will be placed or maintained upon the Common Area. Signs advertising a Lot for rent or lease are not allowed anywhere within the Community.

3.13 **Political Signs**. A "political sign" is limited to any fixed, ground-mounted display in support of or in opposition to a candidate for office or a ballot measure. An Owner may place political signs for an upcoming election on any Lot owned by that Owner, but only during the prior that is thirty (30) days prior to the applicable election, and the signs will be removed within three (3) days after any the election. The Association may adopt reasonable rules, subject to any applicable laws, regarding the time, size, place, number, and manner of display of political signs. The Association may remove political signs that violate this Declaration or the Association's rules, so long as the removal is not prohibited by applicable law (e.g., Idaho Code § 55-3209 or its successor).

3.14 **Flags**. No flags, banners, windsocks or similar items are permitted within the Community except for the flag of the United States of America, the flag of the state of Idaho, the POW/MIA flag, an official or replica flag of any branch of the United States armed forces, and an official or replica flag of any police organization (the "**Permitted Flags**"). The Association may adopt reasonable rules that regulate the display of Permitted Flags as permitted by applicable law (e.g., Idaho Code § 55-3210 or its successor).

3.15 **Antenna; Satellite Dishes.** The following restrictions will apply to direct broadcast satellite dishes that are less than one meter in diameter and antenna for receipt of video programing (each, a "**Devic**e") except where the restrictions would (a) unreasonably delay or prevent installation, maintenance or use of the Device; (2) unreasonably increase the cost of installation, maintenance or use of the Device; or (b) preclude reception of an acceptable quality signal to the Device. The Device must be installed on the rear of the residential structure on the Lot, or within four (4) feet of the rear of the structure on any of the structure's side walls. The Device must be screened by a fence, landscaping or similar structures in accordance with the Design Requirements, or as otherwise required to ensure the safety of the residents of the Community. No Device may be installed until after an Owner has received Board approval for construction of residential Improvements on the Owner's Lot. Satellite dishes that are one meter or larger in diameter, and any antenna other than an antenna for the receipt of video programming, will not be a Device and are prohibited unless the Device and its installation are expressly approved by the Board.

3.16 **No Further Subdivision**. No Lot may be further subdivided unless the subdivision is approved by the Board, and then only in accordance with applicable law.

3.17 **Holiday Lights**. Winter holiday decorations and lighting displays are permitted starting on November 15 of each year and must be removed by January 15 of the following year. Any other holiday decorations or lighting displays (such as Halloween) are permitted up to fifteen (15) days prior to the holiday and must be removed within three (3) days after the holiday.

3.18 **Trash**. The Community includes a trash enclosure for unit trash service; units will not receive individual trash service. If a unit receives separate private service or schedules pickup of other items, the receptacle or item must not be visible from any street except between 8:00 PM on the day before, and 8:00 PM on the day of, the date selected by the trash collector for pick-up.

3.19 **Harassment Prohibited**. Each Owner covenants that its Owner Parties will not engage in any conduct or behavior that constitutes harassment toward any person lawfully on the Common Area. "**Harassment**" means any verbal, written or physical conduct (or conduct using technology) that limits or denies a Community member's ability to enjoy the benefits of the Common Area. To constitute harassment, the conduct must be severe, persistent or pervasive such that it has the purpose or effect of unreasonably interfering with an individual's use of the Common Area, or that it creates an intimidating, hostile, or offensive environment on the Common Area. To rise to the level of Harassment, the behavior must be subjectively and objectively unreasonable, taking into consideration the characteristics of the victim. If the Association finds (in its discretion) that any Owner Party violates the covenant in this Section, then the Association may (a) temporarily ban the Owner Party from access to, or use of, any Common Area for any period the Association deems appropriate; (b) place any restrictions on the Owner Party's access to, or use of, any Common Area for any period the Association deems appropriate. The terms of this Section will be interpreted broadly to effectuate its purpose. The Association's decisions pursuant to this Section will be binding on the affected Owner Parties, unless the Association's decision violates applicable law or unless there is clear and convincing evidence that the Association acted in bad faith.

ARTICLE 4 ARCHITECTURAL REVIEW

4.1 **Design Requirements**. The Board has the power to adopt, amend and repeal any rules that the Board deems reasonable to ensure that all Improvements in the Community meet the minimum requirements for external design, quality and type of construction, architectural character, materials, color, location in the Building Envelope, height, grade and finish ground elevation, natural conditions, landscaping and other design or aesthetic considerations (the "**Design Requirements**"). "Building Envelope" means the area within a Lot where a residential structure and accessory structures may be located, and unless otherwise designated on the Community Documents, the Building Envelope is that portion of the Lot that is not located within easements or setbacks. The Design Requirements may include rules and regulations: (a) to protect the special qualities of the Community; (b) to encourage creative design; (c) to provide general architectural, design and construction guidelines; (d) that provide landscape guidelines (including a description of existing, natural conditions and vegetation); (e) that provide submittal and review procedures; (f) establishing fees and charges for review; and (g) establishing penalties for noncompliance. The Design Requirements must conform to this Declaration, and if the Design Requirements conflict with this Declaration, this Declaration will govern. If any provision of the Design Requirements are deemed ambiguous on any matter, the Board's interpretation of the provision will be given deference so long as the interpretation is a reasonable.

4.2 **Design Review Required**. No Owner will construct, reconstruct, alter, install or remove any Improvements or landscaping except with the Board's approval. The Board will review, study and either approve or reject the proposed Improvements or landscaping, all in compliance with the Declaration and the Design Requirements. The Board is authorized to retain the services of one or more consulting architects, landscape architects, engineers, designers and other consultants to advise and assist the Board on a single project, on a number of projects or on a continuing basis. The Board's action in the exercise of its discretion by its approval or disapproval of the proposed Improvements or landscaping, or with respect to any other matter before it, will be conclusive and binding on all interested parties. The Board will not direct or control the interior layout or interior design of residential structures except to the extent incidentally necessitated by use, size and height restrictions.

4.3 **Board Expenses**. All expenses of the Board will be Common Expenses paid by the Association. The Board will have the right to charge reasonable fees for applications submitted to it for review, in amounts which may be established by the Board from time-to-time, and the fees will be collected by the Board and remitted to the Association to help defray the expenses of the Board's operation, including reasonable payment to each member of the Board for their services as provided herein. Each Owner, by submitting a design review application to the Board, agrees to pay any additional reasonable fees based on costs incurred by the Board in retaining consultants for the review and approval of the Owner's application(s).

4.4 **Variances**. The Board may authorize variances from any of the Design Requirements when the Board deems it desirable to address special circumstances, such as unusual topography, natural obstructions, hardship, aesthetic considerations or other circumstances. The granting of a variance will not waive any element of the Design Requirements for any purpose except as to the particular property and particular provision covered by the variance. Approval of a variance will not affect the Owner's obligation to comply with this Declaration or applicable law.

4.5 **Board Approvals**. The Board's approval of any Improvement does not mean the Improvements will be permitted by applicable law, approved by the applicable governmental authorities or others. The Board will not be responsible in any way for any defects or errors in any plans or specifications submitted, revised or approved, nor for any structural or other defects in any work done according to the plans and specifications.

ARTICLE 5 ASSESSMENTS

5.1 **Covenant to Pay Assessments**. 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 the Owner or the Owner's Lot pursuant to the Community Documents. Assessments against a Lot will be a continuing lien on the Lot until paid, whether or not ownership of the Lot is transferred. Assessments against a Lot are also the personal obligation of the Owner of the Lot when the Assessment becomes due and payable. The personal obligation will remain with the Owner regardless of whether the Owner remains the owner of the Lot. Delinquent Assessments related to a Lot will not pass to the Owner's successors in title unless expressly assumed by them. The Assessments and charges, together with interest, costs and reasonable attorneys' fees, which may be incurred in collecting the same, will be a charge on the land and will be a continuing lien upon the Lot against which each the Assessment or charge is made.

5.2 **Regular Assessments**. Regular Assessments are to be used to pay for all costs and expenses incurred by the Association for the conduct of its affairs or the exercise of any of the Association's powers, obligations under the Community Documents (collectively, the "**Common Expenses**").

Maintenance funded provided by Regular Assessments will be scheduled and supplemental. Without limiting the generality of the foregoing, the Common Expenses will include:

5.2.1 The cost and expenses incurred by the Association for professional management of its business and affairs;

5.2.2 The costs and expenses incurred by the Association in the exercise of any of its powers under Section 2.8;

5.2.3 The costs and expenses of construction, improvement, protection, insurance, maintenance, repair, management and operation of the Common Area, Common Improvements, and any Improvements located in other areas that are owned, managed or maintained by the Association, including specifically but not limited to the costs of operation and maintenance of the snowmelt systems;

5.2.4 scheduled landscaping and irrigation of the Lots, replacement of roofing material, and exterior painting;

5.2.5 an amount to fund adequate reserves for the on-going repair and maintenance of the private road/street in accordance with applicable law; and

5.2.6 an amount to fund adequate reserves for extraordinary operating expenses, contingent risks or liabilities (such as indemnification and defense expenses), capital repairs, capital replacements and any other expenses for which the Board deems prudent to fund a reserve, including but not limited to the Irrigation System and landscaping for the Lots as well as future maintenance needs for Townhome Maintenance Elements such as scheduled roof replacement and end of life replacement for eaves, gutters, and downspouts.

5.3 **Special Assessments**. If the Board determines that additional funds are needed to fund capital expenses or that the Regular Assessment for a given calendar year is or will be inadequate to meet the Common Expenses for the calendar year for any reason, the Board may levy a Special Assessment to collect the additional funds needed for the capital expenses or to meet the Common Expenses for the calendar year. Special Assessments will be levied and paid upon the same basis as Regular Assessments; provided, however, the Association will, in the Board's reasonable discretion, set the schedule under which the Special Assessment will be paid, which schedule may be different than Regular Assessments.

5.4 **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, fees or charges levied against the Owner under the Community Documents; (b) to reimburse the Association for any costs incurred to bring the Owner's Lot or any Improvements thereon into compliance with the Community Documents; (c) to reimburse the Association for any damages caused by an Owner or any of its Owner Parties to any Common Area or Common Improvements; and (d) for the cost of providing any goods or services under the Community Documents that benefit the Owner or Owner's Lot, but less than all Owners or all Owners' Lots.

5.5 **Transfer Assessments**. Upon any transfer of fee simple title to a Lot to any Owner from time to time, the transferee will pay the then current transfer assessment to the Association (the "**Transfer Assessment**"). The Association may use the Transfer Assessments for any purpose that is not prohibited by law. The Association may waive the Transfer Assessment if the Association

concludes that the transfer was from a grantor to a party related to the grantor for less than market value.

5.6 **Assessment Procedures**. Unless otherwise determined by the Board, the Association will compute and forecast the total amount of Common Expenses on an annual basis (the "**Budget**"). The computation of the Budget will take place not less than thirty (30) nor more than ninety (90) days before the beginning of each fiscal year of the Association, unless a change in Owners or other circumstance makes it impracticable to compute the Budget in that time frame, in which event the Budget will be computed as soon as reasonably practicable. In all events, the computation of the Budget will be completed in good faith and is valid upon completion. Each Owner's Regular Assessment will be computed by multiplying the Budget by the fraction produced by dividing the number of Lots owned by the Owner by the total number of Lots not then exempt from Assessment. The Association may, in its discretion or as provided in the Community Documents, require payment of Regular Assessments in monthly, quarterly, semi-annual, or annual installments. The Association will provide Owners with not less than fifteen (15) days and no more than thirty (30) days of prior notice before any Board meeting for the purpose of levying a Special Assessment or increasing the Regular Assessment by more than ten percent (10%). Assessments are due and payable within thirty (30) days after the Association provides an invoice therefor to each Owner. If all or any part of an Assessment is not paid when due, then: (a) the delinquent Owner will pay to the Association a late payment charge equal to five percent (5%) of the delinquent amount; and (b) interest accrues 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, the Owner will pay to the Association an administrative fee in an amount set by the Board and thereafter the Association has the right to require future Assessments due from the 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. Each Owner agrees that the late payment charge and administrative fee are reasonable compensation to the Association for additional administrative costs and expenses caused by any late payment or returned check.

5.7 **Assessment Liens**.

5.7.1 *Creation*. There is hereby created a continuing claim of lien with power of sale on each and every Lot to secure payment of any and all Assessments levied against the Lot pursuant to the Community Documents, together with interest thereon at the rate described in Section 5.6 and all collection costs and attorneys' fees which may be paid or incurred by the Association in connection therewith. Upon default of any Owner in the payment of any Assessment related to a Lot, the Association may record a claim of lien against the Lot in accordance with applicable law (currently, Idaho Code § 45-810). Each delinquency will constitute a separate basis for a claim of lien, but any number of defaults may be included within a single claim of lien. The claim of lien may be foreclosed in any manner permitted by applicable law. Upon payment of the lien in full, the Association will record a release of the claim of lien.

5.7.2 *Subordination to First Mortgages*. Upon recordation of a claim of lien for delinquent Assessments in accordance with applicable law, the lien will 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 Mortgage given and made in good faith and for value that is of record as an encumbrance against the Lot prior to the recordation of a claim of lien for the Assessments. Except as expressly provided in this Section 5.7.2, the sale or transfer of any Lot will not affect the Assessment 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 the sale or transfer, nor will the sale or transfer diminish or defeat the personal obligation of any Owner for delinquent Assessments as provided for in this Declaration.

5.8 **Exemptions**. All Common Area and any Lots owned by the Association will be exempt from Assessments. Developer will be exempt from Assessments as set forth in Section 11.4.

ARTICLE 6 RIGHTS TO COMMON AREAS

6.1 **Use of Common Area**. Every Owner will have a right to use the Common Area as set forth in this Declaration subject to:

6.1.1 The Community Documents;

6.1.2 The right of the Association to suspend the right of an Owner to use the Common Area (or any designated portion of Common Area) for any period during which any Assessment or charge against the Owner's Lot remains unpaid and for a period not to exceed sixty (60) days for any infraction of the Community Rules (provided, however, that the Association may not prohibit an Owner's access to said Owner's Lot); and

6.1.3 The right of the Association to dedicate or transfer all or any part of the Common Area to any public agency, authority or utility or other party for any purposes and subject to any conditions as may be permitted by the Community Documents.

6.2 **Delegation of Right to Use**. An Owner may delegate its right to use the Common Area to any Owner Parties; provided, however, each Owner will be liable to the Association for any damage to any Common Area or Common Improvements caused by the negligence or misconduct of any Owner Parties. The cost of correcting the damage will be a Limited Assessment against the Lot.

6.3 **Association's Responsibility**. The Association will maintain, repair and replace the Common Area and Common Improvements so as to keep the same in good operating condition.

ARTICLE 7 EASEMENTS

7.1 **Easements of Encroachment**. There will be reciprocal appurtenant easements of encroachment as between adjacent Lots and between Lots and adjacent portions of the Common Area due to the placement or settling or shifting of the Improvements constructed, reconstructed or altered in accordance with the Community Documents. Easements of encroachment will be valid only so long as they exist, and the rights and obligations of Owners will not be altered in any way because of the settling or shifting of the Improvements; provided, however, that in no event will a valid easement for encroachment occur due to an Owner's willful or bad faith acts. If an Improvement is partially or totally destroyed, the Improvement may be repaired or rebuilt within the minor encroachments that existed prior to the encroachment and may be reconstructed pursuant to the easement granted by this Section 7.1.

7.2 **Easements of Access**. There will be reciprocal appurtenant easements of ingress and egress for all Owners to and from their respective Lots for installation and repair of utility services and for necessary maintenance and repair of any Improvement, such as fencing, retaining walls, lighting facilities, mailboxes and sidewalk abutments, trees and landscaping.

7.3 **Improvements in Drainage and Utility Easements**. No Owner will construct or alter any Improvements in any drainage or utility easement areas which would interfere with the easement being used for its intended purpose. The Owners may install and maintain Improvements on the easement areas as permitted by the Community Documents so long as the Improvements are permitted by the terms of the easement and the Improvements will not interfere with or prevent the easement areas from being used for their intended purposes. No lawful user of the easement will incur any liability to the Owner for the damage or destruction of the Improvements.

7.4 **Easements Deemed Created**. All conveyances of Lots made after the date of the recording of the Declaration, whether by Developer or otherwise, will be construed to grant and reserve the easements contained in this Article 7 and elsewhere in this Declaration, even though no specific reference to the easements appear in the conveyance instrument.

7.5 **Emergency Easement**. A general easement is hereby granted to all police, sheriff, fire protection, ambulance and all other similar emergency agencies to enter upon the Community in the proper performance of their duties.

7.6 **Maintenance Easement**. A non-exclusive easement is hereby reserved to Developer and the Association upon, across, over, in, and under all portions of all Lots that are not improved with an occupied structure (including but not limited to front and rear yards). Developer and the Association may use the easement reserved herein as Developer or the Association may deem necessary, appropriate, or convenient to perform any of their respective rights or obligations identified in the Community Documents, to perform their respective duties and functions to which they are obligated or permitted to perform pursuant to the Community Documents, and to make emergency repairs. Nothing herein relieves each Owner's obligation to maintain Improvements on the Owner's Lot.

7.7 **Developer's Rights Incident to Construction**. Developer retains a right and easement of ingress and egress over, in, upon, under, and across the Community and the right to store materials thereon and to make any other use thereof as may be reasonably necessary or incident to the construction of the Improvements in the Community on those portions owned by Developer or the Association; provided, however, that Developer will not exercise the rights in a way that will unreasonably interfere with the occupancy, use, enjoyment, or access to an Owner's Lot by that Owner or its Owner Parties.

ARTICLE 8 PRIVATE ROAD/STREET

8.1 **Private Road/Street**. The private road/street as identified on the Plat will be designated as a private road/street pursuant to Ketchum City Code § 16.04.020 (or its successor) for multimodal (vehicular, bicycle, pedestrian and similar) ingress and egress from the public right of way to each Lot.

8.2 **Utilities**. The private road/street may be used for the installation, operation, maintenance, repair and replacement of any utility services, including electricity, communications, gas, water and sewer (collectively referred to as "**Utility Improvements**"). If any Owner or utility provider installs Utility Improvements in a private road/street, then the Owner or utility provider will, at its sole cost and expense, restore (or cause to be restored) any displacement, damage or disfigurement to the private road/street as necessary to restore the private road/street to the same condition existing prior to the installation or repair of the Utility Improvements. The Owners and the Association agree to cooperate with each other to avoid utility conflicts and, where feasible, share Utility Improvements. All Utility Improvements are to be located underground; provided, however, if any element of a

Utility Improvement should reasonably be located at or above the surface of the ground to comply with applicable law, utility services provider requirements or practices, or good engineering practices, then the elements may be at or above ground provided that the element is not located on any vehicular or pedestrian travel surface unless the improvement is designed to traveled on (i.e., an access hole cover).

8.3 **Maintenance**. The Association will be responsible for (a) managing the private road/street as Common Area; (b) the maintenance, repair and replacement of the surface and subsurface of the private road/street in a reasonably smooth condition (to the extent practical), evenly covered with the type of materials originally constructed thereon or such substitutes as will, in all respects, be equal to such materials in quality, appearance and durability (but in all events as required by applicable law for private road/streets and common drives); (c) such future improvements in the private road/street that may be reasonably necessary for them to provide safe and usable access from the public right-of-way to the Lots in accordance with applicable law; (d) such future private road/street improvements that may be approved by the Owners (i.e., gates, entrance signs and other similar items) and permitted by applicable law); and (e) other responsibilities necessary for the proper maintenance of the private road/street as private road/street under applicable law. All maintenance and repair work must be performed to an equal standard over the entire length of a particular private road/street. All expenses incurred by the Association for the private road/street will be Expenses under this Declaration.

8.4 **Private Road/Street Reserve Fund**. In order to ensure that funds are available for future repair and maintenance of the private road/street, the Association will establish a "**Private Road/Street Reserve Fund**" as a separate account held by the Association. The Association will assess and collect funds for the future repair and maintenance of the private road/street in accordance with the requirements of Section 8.5, and deposit the same into the Private Road/Street Reserve Fund. The Association may use the funds in the Private Road/Street Reserve Fund only for expenses incurred by the Association in the maintenance, repair and replacement of the private road/street in accordance with this Article 8, and for no other purpose. If, at the expiration of the Development Period, the most recent reserve study identifies a deficiency in the Private Road/Street Reserve Fund (i.e., the account balance is less than the scheduled balance in the study), the Developer will deposit such funds into the Private Road/Street Reserve Fund as may be necessary for the fund to achieve the scheduled balance identified in the most recent reserve study.

8.5 **Private Road/Street Reserve Study Requirements**. In order to ensure that funds are available in the Private Road/Street Reserve Fund, the Association will conduct a private road/street reserve study as follows:

8.5.1 At least once every three (3) years (and also prior to the expiration of the Development Period), the Board shall cause to be conducted a reasonably competent and diligent visual inspection of the private road/street components that the Association is obligated to repair, replace, restore, or maintain as part of a study of the reserve account requirements of the common interest development, if the current replacement value of the major components is equal to or greater than one-half of the gross budget of the Association, excluding the Association's private road/street reserve account for that period. The Board shall review this study, or cause it to be reviewed, annually and shall consider and implement necessary adjustments to the Board's analysis of the reserve account requirements as a result of that review.

8.5.2 The study required by this section shall at a minimum include:

8.5.2.1 Identification of the private road/street components that the Association is obligated to repair, replace, restore, or maintain.

8.5.2.2 Identification of the probable remaining useful life of the components identified in Section 8.5.2.1 as of the date of the study.

8.5.2.3 An estimate of the cost of repair, replacement, restoration, or maintenance of the components identified in Section 8.5.2.1.

8.5.2.4 An estimate of the total annual contribution necessary to defray the cost to repair, replace, restore, or maintain the components identified in Section 8.5.2.1 during and at the end of their useful life, after subtracting total reserve funds as of the date of the study.

8.5.2.5 A reserve funding plan that indicates how the Association plans to fund the contribution identified in Section 8.5.2.4 to meet the Association's obligation for the repair and replacement of all private road/street components.

8.6 **Legal Requirements**. The provisions of this Article 8 may not be amended in a manner that would cause any private road/street (or any Lot taking access from a private road/street) to violate any of the legal requirements for private road/street (or the legal requirements for Lots taking access from a private road/street) under applicable law.

ARTICLE 9 PARTY WALLS

9.1 **Party Walls Created**. The Lots consist of a number of Townhome Buildings. Each townhome is conjoined to another by a Party Wall and covered by a common roof. Each townhome will be a separate legal lot, will have its own roof, will have its own structurally supporting exterior walls such that the townhome will be structurally independent from the Lot to which it is attached, but will be separated from other townhomes by a wall (that is, a "**Party Wall**"). Each Party Wall is located substantially along the property line which separates the Lots and each townhome comprising the Townhome Building.

9.2 **Easement for Encroachment**. Mutual reciprocal easements are hereby established, declared and granted for any encroachment of the Party Wall onto any adjoining Lot(s), which reciprocal easements shall be governed by this Declaration. Every deed to a Lot, whether or not expressly so stating, shall be deemed to convey and be subject to such reciprocal easements.

9.3 **Use of Interior Walls and Limitations Regarding Party Wall**. Subject to the provisions of this Section and elsewhere in this Declaration, each Owner shall have the right to paint the interior surface of their independent wall which is immediately adjacent to the Party Wall and shall have the right to hang pictures and frames on the interior surfaces of each such respective wall. Notwithstanding the foregoing, under no circumstances shall the Party Wall or any portion thereof, as originally constructed by Developer, be changed, altered or removed by any Owner or any Owner Parties. Furthermore, the following additional limitations shall apply to the Party Wall: (a) in no event shall a "cut-out" or other opening be permitted to be installed in any portion of the Party Wall; (b) in no event shall an Owner or any Owner Parties penetrate, with nails or otherwise, any portion of the Party Wall; and (c) in no event shall any electrical wiring, television antenna, machinery or any other electrical installation be permitted to be made to or through the Party Wall at any time other than by Developer.

9.4 **Maintenance and Repair**. As further provided in Section 9.3 above, no Owner shall do or permit any act that would cause damage to or impair the integrity of the Party Wall. Subject to the provisions of Section 9.5, below, the cost of repairs to the Party Wall shall be shared equally by the Owners sharing the Party Wall. To the extent that repairs or maintenance necessitate work on both sides of the Party Wall, the Owners shall cooperate in good faith to effect such work. If an Owner fails to repair or maintain the Party Wall or otherwise cooperate with repairs and maintenance, the other Owner shall notify such defaulting Owner of the failure and provide such Owner a reasonable period of time not exceeding five (5) days in which to cure such default. If the defaulting Owner fails to cure the default within such time period, the non-defaulting Owner may undertake such repair and for such purpose may enter upon the defaulting Owner's Lot, including, without limitation, the defaulting Owner's Improvement, without liability therefor except for damage resulting from willful misconduct of such Owner or Owner Parties. The non-defaulting Owner shall have a Lien (hereinafter defined) against the defaulting Owner's Lot in accordance with the provisions of Section 9.10 of this Declaration for the defaulting Owner's share of the cost and expense incurred in making or causing such repairs to be made, except that no Owner shall have or be permitted to assert a Lien against a Lot owned by Developer.

9.5 **Damage by Fire or Casualty**. If the Party Wall or any portion thereof is destroyed or damaged by fire or other casualty (unless the damage is covered by insurance policies maintained by either the Association or any sub-association and such association or sub-association is expressly required by applicable law to restore the Party Wall), the Owners shall restore the Party Wall and they shall contribute equally to the cost of restoration thereof without prejudice, subject however to the right of each Owner to call for a larger contribution from the other Owner under any rule of law regarding liability for negligent or willful acts or omissions. The right of any Owner to contribution from any other Owner hereunder shall run with and be appurtenant to the land and shall pass to such Owner's successors in title. Notwithstanding anything to the contrary, an Owner who by his or her negligent or willful act causes the Party Wall to be exposed to the elements shall bear the entire cost of furnishing the necessary protection against such elements.

9.6 **Insurance Required**. Each Owner shall obtain and continuously maintain in effect:

9.6.1 Insurance against loss or damage by fire and such other hazards as are normally covered under "standard" coverage in an amount not less than the full insurable replacement cost (with appropriate coverage for the costs of inflation and code compliance), for the Improvement and other improvements located on the Owner's Lot and/or Improvement, such insurance to provide coverage for at least each of the following: loss or damage by fire and other hazards covered by the standard, extended coverage endorsement, and for debris removal, cost of demolition, vandalism, malicious mischief, windstorm and water damage.

9.6.2 General liability insurance insuring against liability due to bodily injury and property damage, written on an occurrence basis, with policy limits of not less than Two Hundred Fifty Thousand and No/100 Dollars ($250,000.00) per occurrence, covering all claims for bodily injury and/or property damage, including, to the extent reasonably available, contractual coverage for the Owner's agreement to indemnify the other Owner and Owner Parties. Each Owner shall cause each Owner of the other Improvement in the Townhome Building to be named as an additional insured on the Owner's liability insurance policy. The Association shall have the right to increase the amounts and types of insurance required pursuant to this Section from time to time by providing written notice to the Owners.

9.6.3 Each Owner, within thirty (30) days after request by another Owner, shall provide evidence of the insurance required to be carried by the Owner under this Section. Each Owner shall obtain a provision in their respective insurance policies to provide for thirty (30) days' prior notice to the other Owner before cancellation or modification of such policy.

9.7 **Indemnification; Waiver of Subrogation**.

9.7.1 Except as provided for herein, each Owner shall defend and indemnify Developer, each other Owner and the other Owner Parties from and against any and all claims, liabilities, losses, damages, judgments, fines, penalties, losses, costs and expenses, including, without limitation, attorneys' fees and costs (collectively, "**Claims**"), due to personal and/or bodily injury to any person or persons, and damage to real and/or personal property, arising out of or in any way connected with any act or omission by the indemnifying Owner or any of such indemnifying Owner Parties, excepting and excluding the negligence or willful misconduct of the other Owner or the other Owner Parties.

9.7.2 To the fullest extent permitted without voiding any insurance required to be carried by any Owner, each Owner waives any and all rights to recover against the other Owner and the other Owner Parties, and against Developer, for any loss or damage to such waiving Owner arising from any cause covered by any insurance required to be carried by such waiving Owner pursuant to this Declaration or any other insurance actually carried by such waiving Owner. Each Owner, from time to time, will cause the Owner's insurers to issue appropriate endorsements to all policies of insurance carried in connection with the Lot in which the Owner's insurers waive their subrogation rights for any such loss or damage. Each Owner shall provide that the Association and Developer are additional insureds on any policy with the right of subrogation.

9.8 **Prohibited Alterations**. Each Owner is prohibited from altering the drainage or grading of such Owner's Lot or otherwise as it relates to the Townhome Building ("**Prohibited Alteration**"). If the Owners of all units constituting a Townhome Building jointly repair or replace any of the Townhome Maintenance Elements, the Owners in the Townhome Building shall share the cost equally. In the event of any repair to the Townhome Maintenance Elements, any sum received from insurance against such injury or damage shall be first applied to such repair or replacement. Each Owner must ensure that any penetrations of the roof of the Townhome Building are performed such that the roof system manufacturer's warranty is not voided. To the extent required by the roof system manufacturer's warranty, all penetrations of the roof must be performed by contractors and in a manner approved by the roof system manufacturer.

9.9 **Responsibility for Certain Acts**. If (a) the exterior of a Townhome Building is damaged through the willful or negligent act of an Owner or Owner Party (including without limitation as a result of a Prohibited Alteration), which damage is not promptly repaired by that Owner; (b) a Owner fails to replace damaged glass surfaces; (c) an Owner fails to pay his, her or its share of any repair maintenance work which is the joint obligation of the Owners as provided in this Article; or (d) any applicable governmental authority gives an Owner notice of a zoning violation which the Owner does not timely correct, then in each such event the other Owner may give the nonperforming Owner a written notice and demand to cure the matter. In the event that the matter has not been corrected or the sums due paid within ten (10) days thereafter, the non-defaulting Owner may undertake such repair and for such purpose may enter upon the defaulting Owner's Lot, including, without limitation, the defaulting Owner's Improvement, without liability therefor except for damage resulting from the willful misconduct of such Owner or his, her or its Owner Parties. The non-defaulting Owner shall have a Lien against the defaulting Owner's Lot and Improvement in

accordance with the provisions of Section 9.10 of this Declaration for the cost and expense incurred in making or causing such repairs to be made, except that no Owner shall have or be permitted to assert a Lien against a Lot owned by Developer or any associated Developer party.

9.10 **Liens**. All sums and amounts due and payable by one Owner to the other Owner under this Article 9 which are not paid when due shall be a personal obligation of the Owner and, in addition, shall constitute a lien on such Owner's Lot in favor of the other Owner ("Lien"). To evidence the Lien, the Owner entitled to the Lien may, but shall not be required to, prepare a written Notice of Lien setting forth the nature and amount of the unpaid indebtedness, the date the indebtedness first became due, and the name of the Owner and legal description of the Lot subject to the Lien. The Notice of Lien may be recorded in the real estate records of the County, at any time more than ten (10) days after demand by the Owner entitled to the Lien to the other Owner for such payments and the failure to pay of such non-paying Owner. Once a Notice of Lien is duly recorded, the Lien may be foreclosed by judicial foreclosure in the same manner as foreclosure of a mortgage or deed of trust on real property. The Lien shall be subordinate to the liens of first mortgages and first deeds of trust, but shall be superior to any homestead exemption. In any proceeding to foreclose a Lien or to recover amounts due from a Owner, the prevailing party in such proceeding, in addition to any other relief awarded, shall be awarded his, her or its costs, expenses and reasonable attorneys' fees incurred in connection with the recording and enforcement of the Lien, including, without limitation, reasonable attorneys' fees and costs incurred in any proceeding to enforce the Lien. If the non-paying Owner satisfies the indebtedness before a Lien foreclosure action is commenced, the holder of the Lien shall promptly execute and cause to be recorded an appropriate instrument releasing and discharging the Lien.

ARTICLE 10 RESOLUTION OF DISPUTES

10.1 **Agreement to Avoid Litigation**. All claims, grievances or disputes between to the interpret or enforce the Community Documents ("**Claims**") will be subject to Section 10.3 unless exempt under Section 10.2. All Claims will be subject to resolution pursuant to this Article 10 as a condition precedent to the institution or continuation of any legal or equitable proceeding; provided, however, any party to a Claim may proceed in accordance with applicable law to comply with any notice or filing deadlines prior to resolution of the Claim.

10.2 **Exemptions**. The following Claims will not be subject to this Article 10:

10.2.1 Any Claim by the Association to enforce the obligation to pay any Assessment under the Community Documents;

10.2.2 Any Claim by Developer or Association to seek injunctive relief to enforce the Community Documents;

10.2.3 Any Claim in which any indispensable party is not subject to this Declaration;

10.2.4 Any Claim that would be barred by Section 2.10 or any applicable law (such as, for example, the applicable statute of limitations); and

10.2.5 Any Claim arising out of or relating to the interpretation, application or enforcement of any purchase, sale or construction agreement related to the construction of Improvements within the Community, it being understood that applicable law and the provisions of the agreements will control the resolution of any claims or disputes related thereto.

10.3 **Dispute Resolution**

10.3.1 *Direct Discussions*. Any party having a Claim will notify the 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 parties to the Claim will make reasonable efforts to meet in person to resolve the Claim by good faith – it being understood that the best opportunity to achieve a fair and satisfactory resolution to a Claim is ordinarily through early discussions held in good faith.

10.3.2 *Dispute Resolution*. If the parties to a Claim are unable to resolve the Claim through direct discussions within a reasonable time, then either party to the Claim may submit the Claim to the Board for assistance in resolving the Claim. In that event, the Board may, by notice to each known party to the Claim within thirty (30) days of its receipt of a request for assistance:

10.3.2.1 Order the parties to the Claim to continue direct discussions and negotiations for a period of up to thirty (30) days. If the Claim is not resolved in the period, then any party to a claim may again request the Board's assistance to resolve the Claim;

10.3.2.2 Order the parties to a Claim to mediate the Claim with a mediator selected by the Association. The mediator will set the rules, location and schedule for the mediation; provided, however, unless otherwise agreed, the mediation will be held within thirty (30) days of the order for mediation. If the mediation does not resolve the Claim, the parties to the Claim may proceed to litigation of the Claim in any court of competent jurisdiction;

10.3.2.3 Order the parties to a Claim to resolve the Claim through an individual arbitration by a single arbitrator conducted in accordance with the Idaho Uniform Arbitration Act (Idaho Code, Title 7, Chapter 9) with the arbitrator selected by the Association. The arbitrator will set the rules, location and schedule for the arbitration, with the intent that the rules will be as simple and expedient as the nature of the dispute allows. The parties will 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 will be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof; or

10.3.2.4 Elect to exempt the Claim from this Article 10, at which time the parties to the Claim are free to exercise any right or remedy in accordance with applicable law.

If the Board fails to notify the Community Members within thirty (30) days of its receipt of a request for assistance, the Board will be deemed to have elected to exempt the Claim from this Article 10, at which time the parties to the Claim are free to exercise any right or remedy in accordance with applicable law

10.3.3 If any Claim is resolved through mediation or arbitration pursuant to this Article 10 and any party to the resolution thereafter fails to abide by the terms of the resolution (i.e., settlement agreement or arbitrator's award), then any other parties may take any legal or other action to enforce the settlement agreement or arbitrator's award without the need to comply again with the procedures set forth in this Article 10. In that event, the prevailing party to the enforcement action will be entitled to recover from any non-complying Community Member all costs and attorneys' fees reasonably incurred in the enforcement.

10.4 **Jury Trial Waiver**. THE ASSOCIATION AND EACH OWNER WAIVES ANY RIGHT TO TRIAL BY JURY OR TO HAVE A JURY PARTICIPATE IN ANY ACTION TO INTERPRET OR ENFORCE THE COMMUNITY DOCUMENTS.

ARTICLE 11 INITIAL DEVELOPMENT PERIOD

11.1 **Community Management**. Each Owner recognizes that the Community will require a high level of knowledge, effort, judgment, diligence and attention during the Development Period, and that level is beyond what can reasonably be expected from Community volunteers. Accordingly, each Owner agrees that it is in the best interest of the Community for Developer to have full management authority for the Community during the Development Period, including the sole and exclusive right to appoint remove and replace directors of the Board at any time and from time-to-time in Developer's sole discretion subject to the requirements of Section **Error! Reference source not found.**.

11.2 **General Exemptions**. For this Declaration, Developer is not an "Owner" even if Developer owns a Lot, and any provision in the Community Documents that impose restrictions on an Owner does not impose that restriction on Developer, including when Developer is an owner of a Lot. Developer may take any of the following actions as Developer deems appropriate without the approval of the Board:

11.2.1 Make modifications or Improvements on any Lot or the Common Area;

11.2.2 Place or authorize signs of any size, design and number as Developer for the initial development of the Community, including signs to identify the Community, display information pertaining to the Community, display information or instructions to builders, to advertise Lots and homes for sale (including sale events and open houses), and to advertise of Community elements or events;

11.2.3 Authorize any developer or contractor to use any Lot as a model home, sales office, construction office or construction storage yard; and

11.2.4 Place or authorize temporary structures upon any Lot or the Common Area.

11.3 **Water Rights Appurtenant to Community Lands**. Developer owns certain water and water rights which are appurtenant to the Community (which may be in the form of irrigation company shares). Developer hereby reserves unto itself any and all the water and water rights appurtenant to the Community, and consequently Owners will not have any right, title or interest in the water rights. Developer will convey the portion of the water rights needed for the operation of the Irrigation System to the Association, for the Association to hold for the benefit of the Community. Any fees or assessments for the water rights will be Common Expenses.

11.4 **Developer's Exception from Assessments**. Developer will not be assessed any Regular Assessments, Special Assessments or Transfer Assessments for any Lots owned by Developer. If Developer owns at least one (1) Lot during the period, Developer will pay the shortfall, if any, in the operating Common Expenses of the Association; provided, however, the obligation will not exceed the amount that the Regular Assessments and Special Assessments that Developer would otherwise be assessed as an Owner multiplied by the total number of Lots owned by Developer on the date Regular Assessments or Special Assessments are assessed against the Owners of Lots. After the foregoing period, Developer will be assessed Regular Assessments and Special Assessments for each Lot owned by Developer.

11.5 **Assignment of Developer's Rights**. Developer may assign any or all of its rights under the Community Documents to any person or entity in a written instrument that contains the assignee's acceptance of the assignment and agreement to assume any of Developer's obligations pertaining to the rights assigned, which acceptance and assumption will be effective upon the recordation of the written instrument recorded in the real property records of the county where the Community is located. Developer will promptly provide a copy of the recorded instrument to the Association and, thereupon, be released from Developer's obligations pertaining to the rights assigned.

ARTICLE 12 TERM

The easements created hereunder are perpetual, subject only to extinguishment by the holders of the easements as provided by law. The remainder of this Declaration runs until December 31, 2075 and thereafter will be automatically extended for successive periods of ten (10) years each, unless earlier amended or terminated in accordance with Article 14.

ARTICLE 13 ANNEXATION AND DE-ANNEXATION

Developer may annex additional lands into the Community from time-to-time by recording a supplement to this Declaration declaring such additional lands to be part of the Community and subject to this Declaration (each a "**Supplemental Declaration**"). The Supplemental Declaration may add or delete covenants, conditions, restrictions, and easements applicable to the annexed lands as Developer may deem appropriate. Upon annexation, Owners within the annexed lands will become Owners in the Community on equal footing with the then current Owners in the Community, and will have the same rights, privileges and obligations (except as may otherwise be set forth in the annexing Supplemental Declaration). Developer will have the right to de-annex any property owned by Developer from the Community upon Developer's recordation of a Supplemental Declaration identifying the de-annexed lands and declaring that such lands will no longer be subject to this Declaration. In order to be valid, all Supplemental Declarations must refer to this Declaration and be recorded in the real property records of the county where the Community is located.

ARTICLE 14 AMENDMENTS

14.1 **Amendment**. From and after the recordation of this Declaration until the expiration or earlier termination of the Development Period, Developer will have the exclusive right to amend, or terminate, this Declaration by executing a written instrument setting forth the amendment, or termination, and the same will be effective upon the recordation thereof in the real property records of the County where the Community is located. After the expiration or earlier termination of the Development Period, any amendment to this Declaration, or termination hereof, will be by a written instrument setting forth the amendment or termination, signed and acknowledged by the president and secretary of the Association certifying and attesting that the 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 will be effective upon the recordation thereof in the real property records of the county where the Community is located.

14.2 **Financing Amendments**. Developer and the Association will each have the independent power and authority, acting individually or collectively, to amend to this Declaration by a written instrument setting forth such amendment, if the amendment is necessary or convenient (in the reasonable opinion of Developer or the Association) to allow Owners to take full advantage of, or secure the full availability of, any financing programs offered or supported by the Federal Housing Finance Agency ("FHFA"), Federal National Mortgage Association ("FNMA" or "Fannie Mae"), the Federal Home Loan Mortgage Corp ("FMCC" or "Freddie Mac"), the Government National Mortgage Association ("GNMA" or "Ginnie Mae"), the Federal Housing Administration ("FHA"), the Veterans Administration ("VA"), Idaho Housing and Finance Association ("IHFA") or any similar federal, state or local governmental or quasi-governmental program.

14.3 **Effect of Amendment; Mortgagee Protection**. Any Supplemental Declaration or amendment or termination of this Declaration will be effective upon its recordation in the real property records of the county where the Community is located and will be binding on and effective as to all Owners, whether or not the Owners voted for or consented to the amendment or termination. Any amendment to this Declaration may add to, delete, and/or otherwise change the covenants, conditions, restrictions, and easements applicable to the Community; provided, however, no amendment will operate to defeat or render invalid the rights of the beneficiary under any Mortgage made in good faith and for value, and recorded prior to the recordation of the amendment, provided that after foreclosure of any Mortgage, the Lot will remain subject to this Declaration as supplemented or amended.

14.4 **No Amendment of Required Provisions**. Subject to Section 14.2, except with the express written of the City of Ketchum, which consent must be recorded in the real property records of the county where the Community is located, this Declaration may not be terminated or amended to cause any provision required by City of Ketchum in its approval of the Community to be contrary to the applicable requirements of the approval.

ARTICLE 15 NOTICES

Any notices, consents, approvals or other communications required or permitted by this Declaration will be in writing and may be delivered personally, by electronic mail or by U.S. mail. Each Owner will be responsible for ensuring that the Association has the Owner's then current mailing address, physical address, electronic mail address and telephone numbers. Except where another form of notice is required by applicable law, each Owner will be deemed to have received any notice when the notice is actually received by the Owner (regardless of the method of delivery) or when the notice is delivered to any of the addresses then currently on file with the Association. Notices delivered by U.S. Mail will not be deemed received until three (3) business after posting. The Association will provide the notice addresses of all Owners to Developer or any other Owner promptly upon request (and Developer may use the addresses for sending marketing, promotional and other materials to Owners).

ARTICLE 16 MISCELLANEOUS

16.1 **Interpretation.** This Declaration will be liberally construed to effectuate its purpose of creating a uniform plan for the development and operation of the Community. As used herein, the word "including" will be deemed to be followed by "but not limited to" unless otherwise indicated. Unless the context requires a contrary construction, the singular will include the plural and the plural the singular; and the masculine, feminine or neuter will each include the masculine, feminine

and neuter. All captions and titles used in this Declaration are intended solely for convenience of reference and will not affect that which is set forth in any of the provisions hereof. As used herein the terms "shall," "will," and "must" may be used interchangeably and are mandatory, while the term "may" is permissive. Any reference to a provision or document means the provision or document as it may be amended and supplemented from time to time. ***In the event that any provision of this Declaration is deemed ambiguous on any matter, the Board's interpretation of the provision will be given deference so long as the interpretation is reasonable.***

16.2 **Governing Law.** This Declaration will be governed by the laws of the State of Idaho without regard to its conflicts of law principles. Any legal action to interpret or enforce this Declaration will be filed exclusively in the state or federal courts in Idaho with proper venue.

16.3 **Legal Compliance; Severability.** This Declaration is intended to operate in harmony with, and not in conflict with, applicable law, and will therefore be subject to the limitations of applicable law. To the extent the terms of this Declaration are less restrictive than applicable law, then the more restrictive provision of applicable law will govern. Each provision of this Declaration will be deemed independent and severable, and the invalidity or partial invalidity of any provision or portion thereof will not affect the validity or enforceability of any other provision herein. To the extent that applicable law would render any part of this Declaration unenforceable or in violation of applicable law, and the provision is capable of amendment to become enforceable or in compliance with applicable law, then the provision will be deemed to be amended as required to be enforceable or in compliance with applicable law.

16.4 **Entire Agreement.** This Declaration and the documents referenced herein constitute the sole agreement of Developer and the Owners with respect to the subject matter herein and supersedes all prior understandings and agreements with respect to the subject matter hereof.

16.5 **No Third Party Beneficiaries.** Except as otherwise set forth herein, this Declaration and each and every provision herein is for the exclusive benefit of Developer, the Association and the Owners and not for the benefit of any third party.

16.6 **No Waiver.** No waiver by the Association hereunder may be oral. No waiver, forbearance, delay, indulgence or failure by the Association to enforce any of the provisions of this Declaration will in any way prejudice or limit the Association's right thereafter to enforce or compel strict compliance with the provision hereof, any course of dealing or custom of the trade notwithstanding. No delay or omission on the part of the Association will operate as a waiver thereof, nor will any waiver by the Association of any breach of this Declaration operate as a waiver of any subsequent or continuing breach of this Declaration.

16.7 **Enforcement; Remedies.** The failure of any Owner or Occupant to comply with applicable law pertaining to the ownership, use or occupancy of any Lot or the Community, or to comply with any provision of the Community Documents, is hereby declared a nuisance and gives rise to a cause of action (subject to Article 10) in Developer, the Association (on its own and/or on behalf of any consenting Owners) and any affected Owner for recovery of damages or for negative or affirmative injunctive relief or both enforce the provisions hereof only as set forth in this Declaration. Each remedy provided herein is cumulative and not exclusive. If any party initiates or defends any legal action or proceeding to interpret or enforce any of the terms of this Declaration, the substantially prevailing party will be entitled to recover any costs and attorneys' fees reasonably incurred therein.

16.8 **Consents and Approvals.** Subject to Developer's rights as Developer as a special member of the Association (e.g., as the sole voting member) during the Development Period, any consents or

approvals required or contemplated herein must be in a writing executed by the party whose consent or approval is required or contemplated. No Owner unreasonably withhold, condition or delay its consent or approval of any matter requested by Developer, the Association or another Owner.

16.9 **Recitals and Exhibits.** All recitals and exhibits to this Declaration are true, correct, material, and are hereby incorporated as if set forth herein in full.

SIGNATURE PAGE

Developer has executed this Declaration effective as of the Effective Date.

"Developer" 108-110 Ritchie, LLC, a Nevada limited liability company

BY: PRESIDIO VISTA PROPERTIES, INC., a Nevada corporation, its manager

By: _____
David Duffield, President

STATE OF IDAHO)
) ss.
County of Blaine)

This record was acknowledged before me on _____ ___, 2026, by David Duffield as President of Presidio Vista Properties, Inc., manager of 108-110 Ritchie, LLC, a Nevada limited liability company.

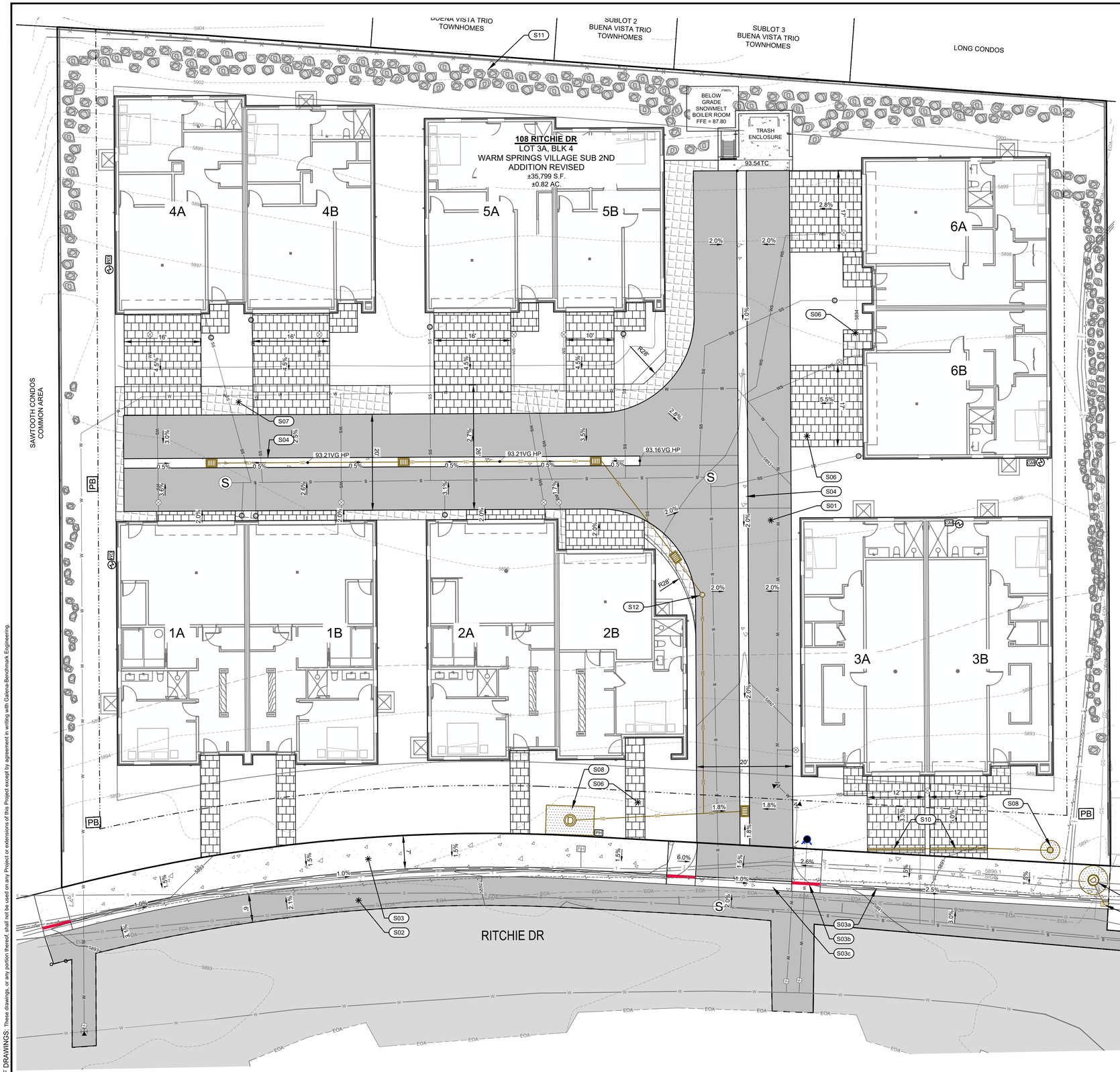
_____
Signature of Notary Public

My commission expires: _____

EXHIBIT A

INITIAL PLAT

[incorporate prior to execution]



LEGEND

- BLOCK BOUNDARY
- ADJOINER'S LOT LINE
- EASEMENT
- ROAD CENTERLINE
- 5' CONTOUR INTERVAL (EXISTING)
- 1' CONTOUR INTERVAL (EXISTING)
- FENCE LINE
- RETAINING WALL
- ASPHALT
- STORM DRAIN PROPOSED
- SAWCUT LINE
- 5' CONTOUR INTERVAL
- 1' CONTOUR INTERVAL

SITE IMPROVEMENT KEY NOTES

- S01 CONSTRUCT HEATED ASPHALT ROADWAY. SEE DETAIL TBD.
- S02 CONSTRUCT ASPHALT ROADWAY / ASPHALT REPAIR. SEE DETAIL TBD.
- S03 CONSTRUCT CONCRETE SIDEWALK, CURB AND GUTTER.
  - a. 6" ROLLED C&G
  - b. CURB TRANSITION
  - c. ZERO REVEAL CURB AND GUTTER
- S04 CONSTRUCT 24" WIDE HEATED CONCRETE VALLEY GUTTER
- S06 INSTALL HEATED SITE PAVERS. SEE LANDSCAPE PLAN FOR DETAILS.
- S07 INSTALL SITE GRASS PAVE. SEE LANDSCAPE PLAN FOR DETAILS.
- S08 CONSTRUCT DRYWELL. SEE DETAIL TBD. PROVIDE MIN. 12-24" SOIL COVER FOR PLANTINGS. REFER TO LANDSCAPE PLANS FOR SOIL COVER REQUIREMENTS.
- S09 CONSTRUCT 30" CATCH BASIN. SEE DETAIL TBD.
- S10 INSTALL TRENCH DRAIN.
- S11 SEE LANDSCAPE SHEETS FOR SITE GRADING AND BOULDER PLACEMENT.
- S12 SD CLEANOUT

GRADING & DRAINAGE PLAN
WARM SPRINGS VILLAGE SUB, 2ND ADD. REV. BLOCK 4, LOT 3A

LOCATED WITHIN SECTION 14, T.4 N., R.17 E., B.M., CITY OF KETCHUM, BLAINE COUNTY, IDAHO
PREPARED FOR: PRESIDIO VISTA PROPERTIES

PROJECT INFORMATION
G:\BMA\Warm springs village\2nd addition\2nd Addition, REVISED\Block 4\23283 Lot 3A 108-110 Ritchie Dr\dwg\Construction\23283 CIVIL.dwg 02/10/26 2:04:56 PM

PROFESSIONAL ENGINEER — REGISTERED — 13788 — 2/9/2026 — STATE OF IDAHO — JEFFREY LAMOUREUX

DESIGNED BY:	SS
DRAWN BY:	SS/PSF
CHECKED BY:	JL
SURVEY DATE:	06/12/22

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

GALENA ELEVATION ABOVE SEA 9230 FEET — SURVEYING ENGINEERING PLANNING — BENCH MARK

PURPOSE: PRELIMINARY PLAT 1/21/2026

NO	DATE	BY	REVISIONS

C1.00

REUSE OF DRAWINGS: These drawings, or any portion thereof, shall not be used on any Project or extensions of this Project except by agreement in writing with Galena-Benchmark Engineering.

TOWNHOMES

BUENA VISTA TRIO TOWNHOMES

SUBLOT 3 BUENA VISTA TRIO TOWNHOMES

LONG CONDOS

SAWTOOTH CONDOS COMMON AREA

WARM SPRINGS VILAS CONDOS COMMON AREA

108 RITCHIE DR
LOT 3A, BLK 4
WARM SPRINGS VILLAGE SUB 2ND ADDITION REVISED
±35,799 S.F.
±0.82 AC.

BELOW GRADE SNOWMELT BOILER ROOM FFE = 87.80

TRASH ENCLOSURE

4A 4B 5A 5B 6A 6B

1A 1B 2A 2B 3A 3B

INSTALL 4" SEWER SERVICE AND CLEANOUT (TYP.)

INSTALL 1" WATER SERVICES (TYP.)

INSTALL 8" WATER MAIN

INSTALL 8" SEWER MAIN

INSTALL GAS & ELECTRICAL METERS (TYP.)

COORDINATE TRANSFORMER LOCATION WITH IDAHO POWER (TYP.)

25' MIN SEPARATION

25' MIN SEPARATION

RELOCATE PHONE BOX

RITCHIE DR

INSTALL NEW SANITARY SEWER MANHOLE CONNECT TO EXIST, CHANNELIZE PER CITY OF KETCHUM

REPLACE EXISTING 4" CITY SANITARY SEWER MAIN WITH 8" MAIN BETWEEN PROPOSED MANHOLES

INSTALL NEW SANITARY SEWER MANHOLE CONNECT TO EXIST, CHANNELIZE PER CITY OF KETCHUM

GRAPHIC SCALE
0 10 20
Scale in Feet

LEGEND

- PROPERTY BOUNDARY
- ADJOINER'S LOT LINE
- ROAD CENTERLINE
- 5' CONTOUR INTERVAL (EXISTING)
- 1' CONTOUR INTERVAL (EXISTING)
- FENCE LINE (EXISTING)
- EDGE OF ASPHALT (EXISTING)
- GAS LINE (EXISTING)
- UNDERGROUND TELEVISION LINE (EXISTING)
- UNDERGROUND TELEPHONE LINE (EXISTING)
- UNDERGROUND POWER LINE (EXISTING)
- STORM DRAIN (PROPOSED)
- SANITARY SEWER MAIN LINE (EXISTING)
- SANITARY SEWER MAIN LINE (PROPOSED)
- SANITARY SEWER SERVICE (PROPOSED)
- WATER MAIN LINE (EXISTING)
- WATER MAIN LINE (PROPOSED)
- WATER SERVICE (PROPOSED)
- GAS VALVE (EXISTING)
- TELEPHONE RISER (EXISTING)
- POWER TRANSFORMER (PROPOSED)
- STORM CATCH BASIN (PROPOSED)
- WATER MANHOLE (PROPOSED)
- WATER VALVE (PROPOSED)
- FIRE HYDRANT (PROPOSED)
- SEWER MANHOLE (PROPOSED)
- SEWER CLEANOUT (PROPOSED)
- DUPLEX SEWER GRINDER PUMP (PROPOSED)
- GAS METER (PROPOSED)
- ELECTRICAL METER (PROPOSED)

UTILITY PLAN
WARM SPRINGS VILLAGE SUB, 2ND ADD. REV. BLOCK 4, LOT 3A

LOCATED WITHIN SECTION 14, T.4 N., R.17 E., B.M., CITY OF KETCHUM, BLAINE COUNTY, IDAHO
PREPARED FOR: PRESIDIO VISTA PROPERTIES

PROJECT INFORMATION
G:\BMA\W\warm springs village\2nd addition\2nd Addition, REVISED\Block 4\23283 Lot 3A 108-110 Ritchie Dr\dwg\Construction\23283 CIVIL.dwg 02/10/26 2:04:56 PM

PROFESSIONAL ENGINEER REGISTERED 13788 2/9/2026 STATE OF IDAHO JEFFREY LAMOUREUX

DESIGNED BY:	SS
DRAWN BY:	SS/PSF
CHECKED BY:	JL
SURVEY DATE:	06/12/22

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

GALENA ELEVATION ABOVE SEA 8030 FEET — SURVEYING ENGINEERING PLANNING BENCHMARK

PURPOSE: PRELIMINARY PLAT 1/21/2026

NO	DATE	BY	REVISIONS

C2.00

REUSE OF DRAWINGS: These drawings, or any portion thereof, shall not be used on any Project or extensions of this Project except by agreement in writing with Galena-Benchmark Engineering.

City of Ketchum

ATTACHMENT B:

Townhouse Subdivision Preliminary Plat

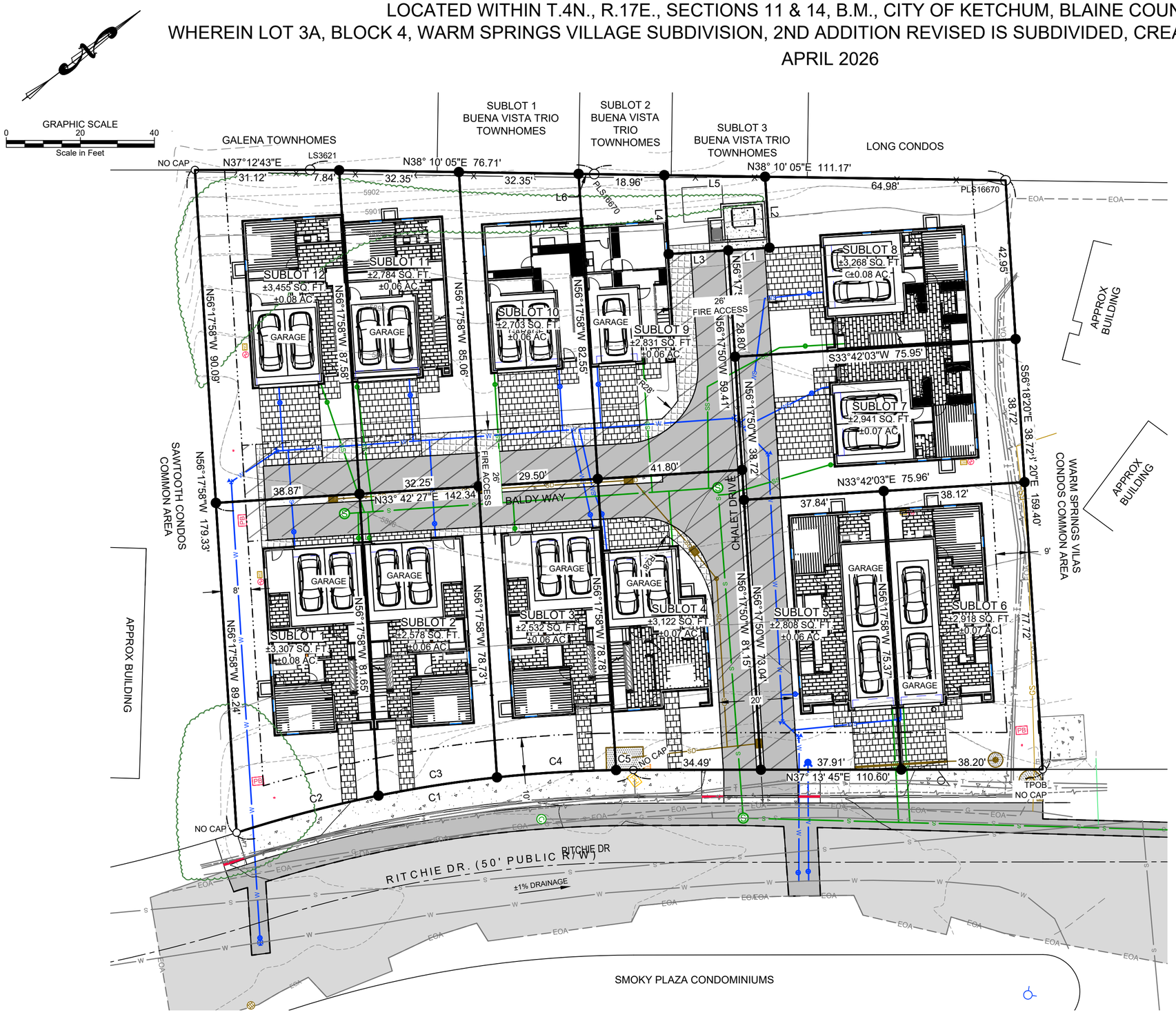
A PRELIMINARY PLAT SHOWING

THE CHALETS AT WARM SPRINGS

LOCATED WITHIN T.4N., R.17E., SECTIONS 11 & 14, B.M., CITY OF KETCHUM, BLAINE COUNTY, IDAHO

WHEREIN LOT 3A, BLOCK 4, WARM SPRINGS VILLAGE SUBDIVISION, 2ND ADDITION REVISED IS SUBDIVIDED, CREATING TOWNHOUSE SUBLOTS 1 - 12

APRIL 2026



LEGEND

- PROPERTY LINE
- PROPOSED SUBLOT LINES
- ADJOINER'S LOT LINE
- ROAD CENTERLINE
- 5' CONTOUR INTERVAL (EXISTING)
- 1' CONTOUR INTERVAL (EXISTING)
- 5' CONTOUR INTERVAL (PROPOSED)
- 1' CONTOUR INTERVAL (PROPOSED)
- DRIPLINE OF VEGETATION
- FENCE LINE
- EXISTING ASPHALT
- GAS LINE
- UNDERGROUND TELEPHONE LINE
- UNDERGROUND POWER LINE
- STORM DRAIN PROPOSED
- SANITARY SEWER MAIN LINE
- SANITARY SEWER MAIN LINE PROPOSED
- SANITARY SEWER SERVICE PROPOSED
- WATER MAIN LINE
- WATER MAIN LINE PROPOSED
- WATER SERVICE PROPOSED
- EXISTING CONCRETE
- CONSTRUCT ASPHALT ROADWAY / ASPHALT REPAIR
- CONSTRUCT CONCRETE 7' SIDEWALK, CURB AND GUTTER
- 6" ROLLED C&G
- CURB TRANSITION
- ZERO REVEAL CURB AND GUTTER
- CONSTRUCT CONCRETE VALLEY GUTTER 24" WIDE
- CONSTRUCT CONCRETE DRIVEWAYS. WIDTH VARIES
- INSTALL SITE PAVERS. SEE LANDSCAPE PLAN
- INSTALL SITE GRASS PAVE
- GAS VALVE
- TELEPHONE RISER
- POWER TRANSFORMER PROPOSED
- STORM CATCH BASIN PROPOSED
- WATER MANHOLE
- WATER VALVE
- EXISTING FIRE HYDRANT
- FIRE HYDRANT PROPOSED
- SEWER MANHOLE PROPOSED
- SEWER CLEANOUT PROPOSED
- DUPLEX SEWER GRINDER PUMP PROPOSED
- GAS METER PROPOSED
- ELECTRICAL METER PROPOSED
- CATCH BASIN
- DRY WELL
- SIGN
- FOUND 5/8" REBAR (MARKED AS NOTED)
- FOUND 1/2" REBAR (MARKED AS NOTED)
- 5/8" REBAR MARKED "PLS 22869" TO BE SET

OWNER/SUBDIVIDER:
108 - 110 RITCHIE LLC
PO BOX 14001-174
KETCHUM, ID 83340

SURVEYOR:
MARK VAN DUSER
GALENA-BENCHMARK ENGINEERING
PO BOX 733
KETCHUM, ID 83340

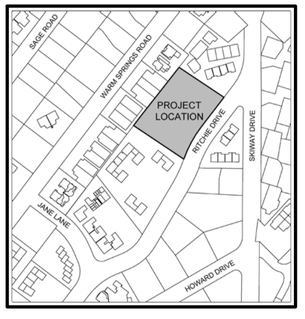
LINE TABLE		
LINE #	LENGTH	DIRECTION
L1	11.17'	N33°42'03"E
L2	19.22'	N56°17'57"W
L3	15.98'	S33°42'03"W
L4	21.34'	N55°53'07"W
L5	27.23'	N38°10'05"E
L6	4.18'	N38°10'05"E

CURVE TABLE					
CURVE #	LENGTH	RADIUS	DELTA	CHORD DIRECTION	CHORD LENGTH
C1	108.91'	351.11'	17°46'24"	S28° 18' 24"W	108.48'
C2	39.63'	351.11'	6°28'01"	S22° 39' 13"W	39.61'
C3	32.39'	351.11'	5°17'10"	S28° 31' 49"W	32.38'
C4	32.26'	351.11'	5°15'52"	S33° 48' 20"W	32.25'
C5	4.63'	351.11'	0°45'20"	S36° 48' 56"W	4.63'

NOTES

1. SEE SHEET 2 FOR EASEMENTS.
2. SEE SHEET 3 FOR SURVEYOR NARRATIVE, NOTES.

VICINITY MAP
N.T.S.



PROFESSIONAL LAND SURVEYOR
LICENSE NO.
22869
STATE OF IDAHO
MARK W. VAN DUSER
PRELIMINARY

A PRELIMINARY PLAT SHOWING
THE CHALETS AT WARM SPRINGS
BLOCK 4, LOT 3A
WARM SPRINGS VILLAGE, 2ND ADD. REV.

GALENA-BENCHMARK ENGINEERING
KETCHUM, IDAHO

SHEET 1 OF 3
Job No. 23263

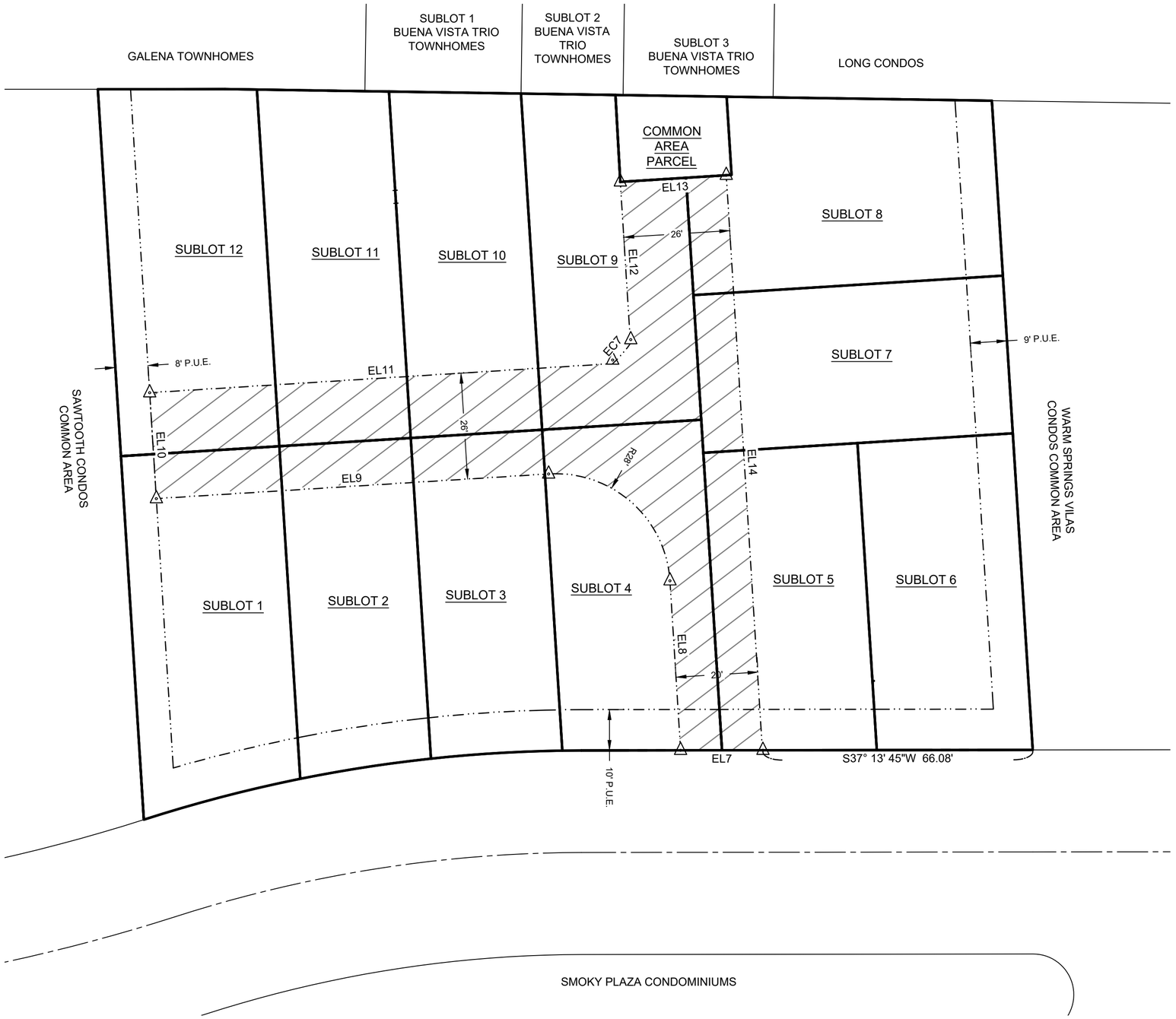
A PRELIMINARY PLAT SHOWING

THE CHALETS AT WARM SPRINGS

LOCATED WITHIN T.4N., R.17E., SECTIONS 11 & 14, B.M., CITY OF KETCHUM, BLAINE COUNTY, IDAHO

WHEREIN LOT 3A, BLOCK 4, WARM SPRINGS VILLAGE SUBDIVISION, 2ND ADDITION REVISED IS SUBDIVIDED, CREATING TOWNHOUSE SUBLOTS 1 - 12

APRIL 2026



GRAPHIC SCALE

0 20 40

Scale in Feet

LEGEND

- PROPERTY LINE
- PROPOSED SUBLOT LINES
- ADJOINER'S LOT LINE
- ROAD CENTERLINE
- PUBLIC UTILITY EASEMENT (WIDTH AS NOTED)
- ACCESS AND PUBLIC UTILITY EASEMENT (WIDTH AS NOTED)
- FOUND 1/2" REBAR (MARKED AS NOTED)
- CALCULATED POINT (NOTHING SET)

EASEMENT CURVE TABLE					
CURVE #	LENGTH	RADIUS	DELTA	CHORD DIRECTION	CHORD LENGTH
EC6	43.98'	28.00'	90°00'00"	S78° 42' 02"W	39.60'
EC7	6.63'	28.00'	13°34'25"	N11° 17' 58"W	6.62'

LINE TABLE		
LINE #	LENGTH	DIRECTION
EL7	20.04'	S37°13'45"W
EL8	41.61'	S56°17'58"E
EL9	96.29'	N33°42'02"E
EL10	26.00'	S56°17'58"E
EL11	113.61'	N33°42'02"E
EL12	39.65'	S56°17'58"E
EL13	25.98'	S33°42'12"W
EL14	141.15'	S56°17'58"E

NOTES.

1. SEE SHEET 3 FOR SURVEYOR NARRATIVE AND NOTES.

EASEMENTS

PROFESSIONAL LAND SURVEYOR
LICENSED
23489
STATE OF IDAHO
PATRK W. VAN DUSER
PRELIMINARY

A PRELIMINARY PLAT SHOWING
THE CHALETS AT WARM SPRINGS
BLOCK 4, LOT 3A
WARM SPRINGS VILLAGE, 2ND ADD. REV.

GALENA-BENCHMARK ENGINEERING
KETCHUM, IDAHO

SHEET 2 OF 3
Job No. 23263

A PRELIMINARY PLAT SHOWING

THE CHALETS AT WARM SPRINGS

LOCATED WITHIN T.4N., R.17E., SECTIONS 11 & 14, B.M., CITY OF KETCHUM, BLAINE COUNTY, IDAHO

WHEREIN LOT 3A, BLOCK 4, WARM SPRINGS VILLAGE SUBDIVISION, 2ND ADDITION REVISED IS DIVIDED CREATING TOWNHOUSE SUBLOTS 1 - 12

APRIL 2026

SURVEY NARRATIVE:

1. THE PURPOSE OF THIS PRELIMINARY PLAT IS TO SUBDIVIDE LOT 3A, BLOCK 4, WARM SPRINGS VILLAGE SUBDIVISION, 2ND ADDITION REVISED, INTO 12 TOWNHOUSE SUBLOTS AS SHOWN HEREON, TO SHOW PRE-CONSTRUCTION SITE INFORMATION AS IT EXISTED ON THE DATE THE FIELD SURVEY WAS PERFORMED IN RELATION TO PLATTED LOT LINES, AND TO SHOW PROPOSED UPDATES TO THE SUBJECT PROPERTY. CHANGES MAY HAVE OCCURRED TO SITE CONDITIONS SINCE SURVEY DATE. EXTERIOR LOT LINES ARE BASED ON FOUND MONUMENTS. ALL FOUND MONUMENTS WERE ACCEPTED AS EITHER ORIGINAL CORNERS, OR REPLACEMENTS OF ORIGINAL CORNERS. SET MONUMENTS ARE ESTABLISHING NEW SUBLOT BOUNDARIES.

2. 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.

VERTICAL DATUM: ELEVATIONS BASED ON NAVD 88 (GEOID18) DATUM UTILIZING SMARTNET CORS STATION IDKM.

3. REFERENCED SURVEYS:
   - 3.A. WARM SPRINGS VILLAGE 2ND ADDITION, INST. NO. 103120.
   - 3.B. WARM SPRINGS VILLAGE SUBDIVISION, 2ND ADDITION REVISED, INST. NO. 117271.
   - 3.C. SAWTOOTH CONDOMINIUMS, INST. NO. 152204.
   - 3.D. WARM SPRINGS VILAS, INST. NO. 169404.
   - 3.E. WARM SPRINGS VILAS ADDENDUM, INST. NO. 193773.
   - 3.F. WARM SPRINGS VILAS: UNITS 1A, 2A, 3A & 4A, INST. NO. 501214.
   - 3.G. RECORD OF SURVEY, LOTS 3 & 4, BLOCK 4, WARM SPRINGS VILLAGE 2ND ADDITION REVISED, INSTRUMENT NUMBER 692364.
   - 3.H. LOT 3A, BLOCK 4, WARM SPRINGS VILLAGE SUBDIVISION, SECOND ADDITION REVISED, INSTRUMENT NUMBER 698773.

4. BOUNDARY DIMENSIONS SHOWN HEREON ARE MEASURED. FOR RECORD DIMENSIONS, SEE REFERENCED SURVEYS.

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.

8. TITLE POLICY BY STEWART TITLE GUARANTY COMPANY, FILE NO. 2124145, DATED OCTOBER 11, 2024. CERTAIN INFORMATION CONTAINED WITHIN SAID POLICY MAY NOT APPEAR ON THIS MAP OR MAY AFFECT ITEMS SHOWN ON THIS MAP.

9. 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.

10. THIS DRAWING IS VOID AFTER 2 YEARS AND NO FURTHER COPIES OR DIGITAL FILES WILL BE TRANSMITTED.

11. BUILDING AREA: BUILDING SETBACK AND FOOTPRINT REQUIREMENTS ARE PER CITY OF KETCHUM ORDINANCES.

12. 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.

NOTES

13. ALL NEW UTILITIES SHALL BE INSTALLED UNDERGROUND.

14. COVENANTS, CONDITIONS, AND RESTRICTIONS FOR THE CHALETS AT WARM SPRINGS ARE RECORDED UNDER INST. NO. _____, RECORDS OF BLAINE COUNTY, IDAHO.

15. THE WATER MAIN ON THE PROPERTY SHALL BE A PRIVATE LINE AND NOT OWNED NOR MAINTAINED BY THE CITY OF KETCHUM. THE SEWER MAIN WILL BE OWNED AND MAINTAINED BY THE CITY OF KETCHUM. THE CITY WILL NOT BE RESPONSIBLE FOR REPAIR AND/OR MAINTENANCE TO THE SNOW MELT SYSTEM OR PAVERS WHICH MAY RESULT FROM THE CITY REPAIRING AND/OR MAINTAINING THE PUBLIC SEWER MAIN.

16. A VARIABLE-WIDTH PRIVATE ROADWAY, PUBLIC UTILITY, & EMERGENCY ACCESS EASEMENT IS GRANTED AS SHOWN HEREON.

17. THE PRIVATE ROADWAY ACCESS IS NOT OWNED NOR MAINTAINED BY THE CITY OF KETCHUM. SAID ROADWAY ACCESS IS A FIRE TRUCK AND EMERGENCY SERVICES ACCESS AND SHALL BE KEPT CLEAR OF OBSTRUCTIONS YEAR-AROUND.

18. ROAD NAMES, AS SHOWN HEREON, ARE TEMPORARY AND ARE SUBJECT TO CHANGE PRIOR TO FINAL PLAT.

19. SURFACE PARKING OUTSIDE OF DESIGNATED GARAGES IS PROHIBITED ON ALL SUBLOTS.

20. ALL TOWNHOUSE OWNERS SHALL HAVE MUTUAL RECIPROCAL EASEMENTS FOR ACCESS AND EXISTING & FUTURE PUBLIC AND PRIVATE UTILITIES INCLUDING, BUT NOT LIMITED TO, MECHANICAL VAULTS, WATER, CABLE TV, SEWER, NATURAL GAS, TELEPHONE, AND ELECTRIC LINES OVER, UNDER AND ACROSS THEIR TOWNHOUSE SUBLOTS FOR THE REPAIR, MAINTENANCE AND REPLACEMENT THEREOF.

21. GARAGE SPACE SHALL NOT BE CONVERTED TO LIVING SPACE OR USES OTHER THAN PARKING OF VEHICLES AND HOUSEHOLD STORAGE. GARAGE(S) MAY NOT BE CONDOMINIUMIZED, SOLD AND/OR OWNED SEPARATE FROM THE CORRESPONDING DWELLING UNIT WITHIN THE TOWNHOUSE DEVELOPMENT.

22. THE TOWNHOUSE SUBLOTS SHOWN HEREON ARE CONSIDERED AS ONE (1) LAND LOT. COVERAGE REQUIREMENTS AND OTHER BULK REGULATIONS PER THE CITY OF KETCHUM ORDINANCES APPLY TO THE SUBLOTS AS ONE PARCEL.

23. A VARIABLE-WIDTH PUBLIC UTILITY EASEMENT IS GRANTED ALONG THE EASTERLY, SOUTHERLY AND WESTERLY EXTERIOR BOUNDARIES OF THE SUBDIVISION AS SHOWN HEREON.

24. THIS DEVELOPMENT IS SUBJECT TO THE FAR EXCEEDANCE AGREEMENT RECORDED AS INST. NO. _____.

25. TREE LOCATIONS AND DRIP LINES IF SHOWN HEREON ARE APPROXIMATE.

26. CONTOUR INTERVAL: 1' .

27. MAP SCALE: DUE TO ELECTRONIC MAP DELIVERY AND ALTERNATE PRINTING METHODS, PLEASE USE BAR SCALE TO DETERMINE ACTUAL PRINTED SCALE.

28. THE PROPERTY IS CURRENTLY ZONED T-3000.

PROFESSIONAL LAND SURVEYOR
LICENSED
23409
STATE OF IDAHO
MARK W. VAN DUSER
PRELIMINARY

A PRELIMINARY PLAT SHOWING
THE CHALETS AT WARM SPRINGS
BLOCK 4, LOT 3A
WARM SPRINGS VILLAGE, 2ND ADD. REV.

GALENA-BENCHMARK ENGINEERING
KETCHUM, IDAHO

SHEET 3 OF 3
Job No. 23263

City of Ketchum

ATTACHMENT C:

Approved Findings of Fact, Conclusions of Law, and Decision for Design Review P24-063

City of Ketchum
Planning & Building

IN RE:	)
	)
Warm Springs Townhomes	) KETCHUM PLANNING AND ZONING COMMISSION
Design Review	) FINDINGS OF FACT, CONCLUSIONS OF LAW, AND
Application File Number: P24-063	) DECISION
Date: January 20, 2026	)
	)
	)

PROJECT:	Warm Springs Townhomes
APPLICATION TYPE:	Design Review
FILE NUMBER:	P24-063
PROPERTY OWNER:	108-110 Ritchie, LLC
REPRESENTATIVE:	Zac Rockett, Ro Rockett Design (architect)
LOCATION:	108 Richie Dr (WARM SPRINGS VILL SUB 2ND REV LOT 3A BLK 4)
ZONING:	Tourist 3000 (T-3000)
OVERLAY:	None

RECORD OF PROCEEDINGS

Per Ketchum Municipal Code 17.96.010.C.1, new developments on lots totaling 11,000 square feet require a pre-application meeting with the Planning and Zoning Commission prior to application for final Design Review. The City of Ketchum received an application for Pre-Application Design Review for the project on the subject property on November 13, 2023, and deemed the application complete on November 17, 2023. A Pre-Application Design Review meeting with the Commission was held on April 23. The Planning and Building Department received the Design Review application on July 17, 2024. Following four rounds of review, the application was scheduled for a hearing with the Planning and Zoning Commission (the "Commission") at their September 9, 2025 regular meeting.

A public meeting notice for the project was mailed to all property owners within 300 feet of the project site and all political subdivisions on August 20, 2025. The notice was published in the Idaho Mountain Express on August 20, 2025. A notice was posted on the project site on September 2,

2025, and the city's website on August 19, 2025. A public hearing was held on September 9, 2025 and continued to a date certain of October 14, 2025. A public hearing was held on October 14, 2025 and continued to a date certain of November 25, 2025. The applicant requested a further continuation to allow for additional time for revisions. At the November 25, 2025 hearing, the application was continued to a date certain of December 9, 2025. No information was presented and no deliberations occurred at the November 25, 2025 hearing. The Commission held their final meeting and and further continued to a date certain of December 9, 2025.

BACKGROUND

The applicant has submitted a Design Review application for the development of 12-, three- and four-bedroom, townhouse units at 108 Ritchie Dr (the "subject property"). The subject property is zoned Tourist 3000 (T-3000) and is vacant. The development proposes to utilize the city's density bonus program for increased FAR and is therefore subject to the minimum residential density requirements of the Ketchum Municipal Code. The townhouse units range in size from approximately 2,200 to 3,800 gross square feet. The units within the development are proposed to be accessed by a private road entering from Ritchie Dr. with two of the units being accessed directly from Ritchie Dr. Each townhouse has dedicated garage parking within each unit. The full project plans are included as Attachment A to these findings.

FINDINGS OF FACT

The Commission, having reviewed the entire project record, provided notice, and conducted the required public hearing, does hereby find that the project meets the criteria (below) for a Design Review approval per Section 17.96.050.A of the Ketchum Municipal Code:

1. The project does not jeopardize the health, safety or welfare of the public.
2. The project generally conforms with the goals, policies, and objectives of the adopted comprehensive plan.
3. The project conforms to all applicable standards and criteria as set forth in this chapter, this title, and any other standards as adopted or amended by the City of Ketchum from time to time.

The Commission finds that the application does not jeopardize the health, safety, and welfare of the public, conforms with the goals, policies and objectives of the comprehensive plan, and conforms to all applicable standards and criteria as set forth in Chapter 17.96 – *Design Review* and Title 17 – *Zoning Regulations.* Therefore, the Commission does hereby make and set forth these Findings of Fact, Conclusions of Law, and Decision as follows:

CRITERIA 1 & 2: HEALTH/SAFETY/WELFARE & COMPREHENSIVE PLAN CONFORMANCE

The 2014 Comprehensive Plan designates the subject property's future land use as "Medium Density Residential". Appropriate uses in this designation include single-family, duplexes, and other attached-unit types such as townhouses. The plan also states that multi-family housing is appropriate in many locations. The proposed development includes six duplex units. The Commission finds the proposed development meets the intent of the future land use designation as proposed.



Chapter 4 of the comprehensive plan, Community Design and Neighborhoods, states that "Infill and development projects should be contextually appropriate to the neighborhood and development in which they will occur" (Policy CD-1.3). The plan also states that "Each new project should be well-designed and attractive and should complement surrounding land uses and existing neighborhood character" (Policy CD-1.4).

The surrounding Warm Springs neighborhood is characterized by a variety of two- and three-story multi-family and duplex developments. See the Figure to the left for the subject property in yellow. The surrounding properties have an outline of the buildings. Where no building is shown, the property is either vacant or has a single-family residence. As shown in the image, most of the surrounding properties have a similar development pattern as the proposed development.

The proposed development features three story duplexes with high-quality materials primarily of wood and stone which is consistent with materials throughout the Warm Springs Area. Additionally, the development features pitched roofs, balconies, and extensive landscaping along Ritche Dr. These are all features that are consistent throughout multi-family developments in the Warm Springs Area. Therefore, the Commission finds that the development is well designed, attractive, and contextually appropriate.

CRITARIA 3: CONFORMANCE WITH APPLICABLE STANDARDS AND CRITERIA

FINDINGS REGARDING COMPLIANCE WITH ZONING REGULATIONS

Zoning and Dimensional Standards Analysis				
Compliant			Ketchum Municipal Code Standards and Staff Comments	
Yes	No	N/A	KMC §	Standards and Staff Comments
☒	☐	☐	17.12.030	Minimum Lot Area and Width
			Findings	Permitted: 8,000 square feet with minimum of 80-foot width Existing: Per Sheet A-002 35,799 SF lot area – 5,897 SF of private road and fire lane area = 29,902 SF
☒	☐	☐	17.12.030	FAR or Lot Coverage
			Findings	Permitted FAR: 0.5 Permitted FAR with Community Housing: 1.6 Floor Area, Gross: 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: Per Sheet A-000 Gross Square Footage – 38,957 SF Total Lot Area – 29,902 SF FAR – 1.30 FAR Community Housing Mitigation Calculation: Permitted Gross Square Feet (0.5 FAR): 14,951 SF Proposed Gross Square Feet: 38,957 SF Increase Above Permitted FAR: 24,006 SF 20% of Increase: 4,801 SF Net Livable (15% Reduction): 4,081 SF Fee In-Lieu Proposed: 4,081 SF x $550/SF = $2,244,561
☒	☐	☐	17.12.030	Minimum Building Setbacks
			Findings	Permitted: Front (Ritchie/south): 15 feet Side (west): The greater of 1 foot per 3 feet in building height, or 5 feet. Side (east): The greater of 1 foot per 3 feet in building height, or 5 feet. Rear (north): The greater of 1 foot per 3 feet of building height, or 10 feet. Height of building: 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. Proposed Building Height: Per Sheets A-300 through A-306

				Building 1 – 35 ft Building 2 – 35 ft Building 3 – 35ft Building 4 – 35ft *11.6 ft of setback required on sides and rear Proposed: Per Sheet A-001 Front (Ritchie, south): 15 feet Side (west): 11 feet 8 inches Side (east): 11 feet 8 inches Rear (Alley/east): 11 feet 8 inches
☒	☐	☐	17.12.030	Building Height
			Findings	Permitted: 35 feet Proposed: Per Sheets A-300 through A-306 Building 1 – 35 ft Building 2 – 35 ft Building 3 – 35ft Building 4 – 35ft
☒	☐	☐	17.125.030H	Driveway
			Findings	Permitted: Not less than 12 feet and not more than 35% of street frontage or 30 feet (whichever is less) unless otherwise approved by the City Engineer. Proposed: Private roads curb cuts onto public roads are not subject to driveway width requirements. Building 2 has driveways directly onto Ritchie Dr which are 12 feet in width for a total of 24 feet. The total length of the property is approximately 219 ft. 35% of street frontage would be 77 ft, therefore the maximum width is 30 feet. A total of 24 feet is proposed.
☒	☐	☐	17.125.040	Parking Spaces
			Findings	Required: 1 space for units between 751 and 2,000 SF 2 spaces for units 2,001 SF and greater Proposed: (per Page 11) 12 units total 11 units over 2,001 SF = 22 parking spaces required 1 unit between 751 and 2,000 SF = 1 parking space required Total spaces required: 23 Total Spaces provided: 23 Bicycle Parking: Required: One bike rack (for two bikes) for every 4 required spaces. 23/4 = 6 (5.75) racks are required.

				Proposed: None identified on the development plans, see condition of approval #10.
☒	☐	☐	17.12.030	Open Site Area
			Findings	Required: 35% site area excluding buildings, structures, parking areas, driveways, cul-de-sacs or streets - A maximum of five percent open site area may be used for private decks or patios and walkways subject to design review approval. Required Open Site Area: 12,523 SF (35%) total – of that total, a maximum of 626 SF can be private decks or patios and walkways Proposed: Per Sheet A-003 Total Lot area: 35,799 SF Total SF of Buildings, Streets, Driveways, and Dumpster = 22,864 SF 35,799 SF – 22,864 SF = 12,935 SF = 37% Total proposed patios and walkways = 622.25 SF = <5%
☒	☐	☐	17.124.180	Minimum Residential Density
			Findings	Required: 4 residential units per 10,000 SF of lot area Total Lot Area: 29,902 SF / 10,000 SF = 2.99 2.99 x 4 units = 12 units Proposed: 12 Units
X			17.124.130	Fences/Hedges/Walls
			Findings	Required: All retaining walls must meet the requirements of 17.124.130.E including: • Setback a minimum of one foot from property lines unless adjacent owner authorizes • All retaining structures four feet or more in height that are visible from public rights of way shall be constructed or faced with materials that reduce the apparent mass of the retaining structure • There is no maximum height limit in the Tourist 3000 zone district for retaining. Proposed: Per sheets C1.0 and L2.0/L3.0, boulder retaining walls are proposed along the rear and side property lines to manage grade. The height of the retaining on the eastern side property line varies between 1-4 feet in height. The retaining proposed along the eastern property line is located more than 30 feet from the front lot line but is located within one foot of the property line (see condition #16). The western property line contains retaining that varies from 1-4 feet with the highest retaining toward the rear property line. The rear of the property includes retaining that varies from 4-6 feet with 7 ft retaining adjacent to the garbage and snow vault area. There is no

				maximum height limit in the Tourist 3000 zone district for retaining. As shown on sheet L4.0, all retaining walls are to be constructed with natural boulders and have plantings in between grade changes to soften the appearance.
X			17.132.030	Exterior Lighting
			Findings	Required: All exterior lighting shall meet dark sky requirements including: • Maximum color temperature of 2700 Kelvins • Fixtures must be dark sky compliant and meet the definition of full cutoff fixture • Zero foot candles measured along all property lines Proposed: Per Sheets E0.10, E0.11, and E0.12 • The development shows zero-foot candles at all property lines • All proposed fixtures are full cut-off fixtures • All fixtures are factory equipped for 2700 Kelvins, see condition of approval #15

FINDINGS REGARDING COMPLIANCE WITH DESIGN REVIEW STANDARDS

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 #6
Finding: The proposed development accesses directly off of Ritchie Dr via a private road for the majority of the units, except the two units contained within Building 2. The two units in building two are access with private driveways directly off of Ritchie Dr. The City Engineer has conducted a review of the development plans and believes the proposed right-of-way improvements comply with city standards. The applicant shall submit final civil drawings prepared by an engineer registered in the State of Idaho that provide specifications for all right-of-way improvements, including sidewalks, alley asphalt, streetlights, utilities, and drainage facilities, for review and approval by the City Engineer, Streets Department, Utilities Department, and Planning Department prior to issuance of a building permit for the project pursuant to condition of approval #6. The developer is responsible for the cost of all improvements related to the development. No funds are supplied by the city for the development.	

17.96.060.A.2 - Streets	Conformance
All street designs shall be approved by the City Engineer.	YES Condition #6
Finding: As noted above, the development proposes a private street to access the development. The city engineer and the fire department have reviewed the proposed street layout and dimensions and have confirmed that the road is adequate to serve the residences and provide adequate access for fire and emergency vehicles. Final civil drawings for all associated right-of-way improvements shall be submitted with the building permit application to be verified, reviewed, and approved by the City Engineer and Streets Department. Final	

review of all right-of-way improvements will be completed prior to issuance of a building permit for the project pursuant to condition of approval #6.

17.96.060.B.1 - Sidewalks	Conformance
All projects under subsection 17.96.010.A of this chapter that qualify as a "substantial improvement" shall install sidewalks as required by the Public Works Department.	YES
Finding: Ketchum Municipal Code 17.124.140 outlines the zone districts where sidewalks are required when substantial improvements are made, which include the CC, all tourist zone districts, and all light industrial districts. As the project is within the T zone district, sidewalks are required and included in the development plans. Pursuant to KMC Section 12.04.030.M.6 the applicant has proposed to install a new 7-foot-wide sidewalk along Ritchie Dr.	

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
Finding: The applicant has proposed installing a new 7-foot-wide, concrete sidewalk along Ritchie Dr. The City Engineer and Streets Department have conducted a review of the development plans and believe the proposed right-of-way improvements comply with city standards. No waiver for sidewalk width was approved by the city engineer.	

17.96.060.B.3 - Sidewalks	Conformance
Sidewalks may be waived if one of the following criteria is met: *a) The project comprises an addition of less than 250 square feet of conditioned space.* b) *The City Engineer finds that sidewalks are not necessary because of existing geographic limitations, pedestrian traffic on the street does not warrant a sidewalk, or if a sidewalk would not be beneficial to the general welfare and safety of the public.*	N/A
Finding: N/A. Sidewalks are required for the project. The applicant has not requested, nor has the City Engineer granted, a waiver to the sidewalk requirement for the project.	

17.96.060.B.4 - Sidewalks	Conformance
The length of sidewalk improvements constructed shall be equal to the length of the subject property line(s) adjacent to any public street or private street.	YES
Finding: The proposed sidewalk improvements are equal to the length of the subject property's frontage along Ritchie Dr as shown on Sheet C1.00 of the development plans.	

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
Finding: Sidewalks adjacent to the subject property do not exist but are planned. To the north are the Warm Springs Vilas Condos, with the Sawtooth Condos to the south along Ritchie Dr. Neither condominium complexes have sidewalks, however, sidewalk improvements are included in the city's sidewalk plan for future construction by the city. Sidewalks do exist on the south side of Ritchie Dr between the subject property and Jane Lane. In addition, as shown on Sheet C1.00, individual walkways are planned for each unit along Ritchie Dr and from the private road to each unit.	

17.96.060.B.6 - Sidewalks	Conformance
The City may approve and accept voluntary cash contributions in lieu of the above described improvements, which contributions must be segregated by the City and not used for any purpose other than the provision of these improvements. The contribution amount shall be 110 percent of the estimated costs of concrete sidewalk and drainage improvements provided by a qualified contractor, plus associated engineering costs, as approved by the City Engineer. Any approved in lieu contribution shall be paid before the City issues a certificate of occupancy.	N/A
Finding: N/A. The applicant has not requested relief from the requirement to construct sidewalks nor has the city granted any such request.	

17.96.060.C.1 - Drainage	Conformance
All stormwater shall be retained on site.	YES Condition #6
Finding: As shown on Sheet C1.00, all stormwater from development surfaces are collected within a series of catch basins and drywells contained on the subject property. The private road is designed to ensure that all surface water from the road drains to catch basins into two on-site drywells. Additionally, there is a catch basin and drywell within the city right-of-way to manage drainage from the sidewalk and street. Pursuant to condition of approval #6, the applicant shall submit final civil drawings prepared by an engineer registered in the State of Idaho that provide specifications for all drainage improvements, for review and approval by the City Engineer and Streets Department prior to issuance of a building permit for the project.	

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 #6
Finding: As shown on Sheet C1.00, the project proposes to construct drainage improvements along the length of the subject property, including curb and gutter, along Ritchie Dr. In	

addition, drainage facilities are accounted for along the private road internal to the development. All drainage improvements are required to be constructed to comply with city standards. Pursuant to condition of approval #6, the applicant shall submit final civil drawings prepared by an engineer registered in the State of Idaho that provide specifications for all drainage improvements, for review and approval by the City Engineer and Streets Department prior to issuance of a building permit for the project.

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 #6
Finding: The City Engineer has reviewed the preliminary drainage plans and determined that the proposed improvements are sufficient, however, a final review of all drainage improvements will be conducted during the building permit review stage. The City Engineer may require additional documentation to verify drainage improvement adequacy at that time. Pursuant to condition of approval #6, the applicant shall submit final civil drawings prepared by an engineer registered in the State of Idaho that provide specifications for all drainage improvements, for review and approval by the City Engineer and Streets Department prior to issuance of a building permit for the project.	

17.96.060.C.4 - Drainage	Conformance
Drainage facilities shall be constructed per City standards.	YES Condition #6
Finding: The City Engineer and Streets Department have conducted a review of the project plans and believe the proposed right-of-way improvements comply with city standards. Pursuant to condition of approval #6, the applicant shall submit final civil drawings prepared by an engineer registered in the State of Idaho that provide specifications for all drainage improvements, for review and approval by the City Engineer and Streets Department prior to issuance of a building permit for the project.	

17.96.060.D.1 - Utilities	Conformance
All utilities necessary for the development shall be improved and installed at the sole expense of the applicant.	YES
Finding: All project costs associated with the development, including the installation of utilities, are the responsibility of the applicant. The applicant has not made requests for funding to the city for utility improvements. No funds have been provided by the city for the development.	

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 Condition #11

Finding: The civil and landscape plans both show proposed locations of transformers to serve the development. Multiple transformers are necessary to serve all 12 units. Per the letter from Idaho Power dated May 17, 2024, the final location of the transformers has not been finalized until further analysis by Idaho Power is conducted. The letter does state that the proposed locations are acceptable, and all may not be needed. Condition of approval #11 states that the development shall utilize internal transformer locations for the development first and that street facing transformers shall only be utilized if no other alternative is feasible. All transformers shall be adequately screened from public view and final screening proposals shall be reviewed and approved by the Planning Department prior to installation.

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.	YES Condition #13
Finding: At the time of this application, it has not been determined if fiber optic services exist adjacent to the subject property. Condition of approval #13 states that prior to building permit submittal, the applicant shall investigate the existence of fiber optic conduit. If none is found, the civil plans shall be revised to reflect the addition of fiber optic conduit along the subject property.	

17.96.060.E.1 – Compatibility of Design	Conformance
The project's materials, colors and signing shall be complementary with the townscape, surrounding neighborhoods and adjoining structures.	YES
Finding: The materials palette is shown on Sheet A-500. All buildings are proposed to have the same material and color palette including a stone base, warm brown wood siding and beams for facia and accents, and darker wood and metal accents for the roof, windows, and trim. The Warm Springs Base Area neighborhood consists of multi-family developments featuring warm brown of varying shades on wood siding being the predominant material. Developments adjacent to the proposed development have varying degrees of darkness in the brown they feature. Some developments include stone as an accent material in contrast to the predominant material of brown wood. The tone of the wood with the stone accent proposed for the development is complementary with the townscape, surrounding neighborhood and adjoining structures.	

17.96.060.E.2 – Compatibility of Design	Conformance
Preservation of significant landmarks shall be encouraged and protected, where applicable. A significant landmark is one which gives historical and/or cultural importance to the neighborhood and/or community.	N/A
Finding: The subject property is vacant and does not contain a historical or cultural landmark on the city of Ketchum's Historical Building/Site List, therefore this standard does not apply.	

17.96.060.E.3 – Compatibility of Design	Conformance
Additions to existing buildings, built prior to 1940, shall be complementary in design and use similar material and finishes of the building being added to.	N/A
Finding: N/A. The subject property is vacant.	

17.96.060.F.1 – Architectural	Conformance
Building(s) shall provide unobstructed pedestrian access to the nearest sidewalk and the entryway shall be clearly defined.	YES
Finding: As noted above, all buildings have access to the new 7-foot sidewalk along Ritchie Dr from individual walkways, driveways, or the private road. Each residential unit has a separate front door entrance from the garage that is oriented to the street.	

17.96.060.F.2 – Architectural	Conformance
The building character shall be clearly defined by the use of architectural features.	YES
Finding: The building character is consistent with many other multi-family condominium buildings in the neighborhood which include architectural features such as pitched roofs with exposed beam rafters, decks/windows that project and recess from the building façade, window detailing, and individual unit entrances, and material differentiation.	

17.96.060.F.3 – Architectural	Conformance
There shall be continuity of materials, colors and signing within the project.	YES
Finding: No signage is proposed with the development aside from addressing. The materials palette is shown on Sheet A-500. All buildings are proposed to have the same material and color palette including a stone base, warm brown wood siding and beams for facia and accents, and darker wood and metal accents for the roof, windows, and trim. The materials and color palette are continuous throughout the development.	

17.96.060.F.4 – Architectural	Conformance
Accessory structures, fences, walls and landscape features within the project shall match or complement the principal building.	YES
Finding: The development proposes a perimeter fence along three sides of the subject property. Fence materials and details are shown on Sheet A-005. The fencing material is a wood slat that matches the wood siding proposed on the buildings with metal structure that matches the metal detailing color of the windows/trim. The development also proposes natural boulder retaining walls with plantings along the rear property line to manage grade changes. Natural boulder walls are complementary to the building and the overall landscape plan for the development.	

17.96.060.F.5 – Architectural	Conformance
Building walls shall provide undulation/relief, thus reducing the appearance of bulk and flatness.	YES

Finding: There are six buildings within the proposed development, each one with certain aspects of the building visible from public vantage points. Elevations of the buildings are included in Sheets A-300 through A-306. Perspectives from the street are provided on Sheets A-500 through A-505. All buildings have pitched roofs with modest overhangs that do not extend past the cantilevered decks below. The roof detailing also includes exposed beams which is a common architectural feature in the area that softens any sharpness created by the roof overhang. The cantilevered decks, although repetitive along the façades, occur at a separation that accentuates the individual units. The glazing of the second floor is appropriate for the scale of the façade. There are recessions on the ground floor for entrances which also create interest at the street level. The initial proposal for the project included four buildings instead of six, two of which were very long stretching more than 100 feet in length. The Commission did not believe the two longer buildings to provide enough undulation and relief to break up the bulk of the structures and requested the applicant evaluate breaking the buildings from one large structure into two smaller ones.

The applicant revised the plans to break the two larger buildings into smaller structures. The Commission finds that the separation of the buildings adds a dimension to the project by providing a view corridor between buildings to the rest of the development and adequately breaks the façade of the previous large buildings. The building code requires a minimum five-foot separation between structures; however, the applicant proposes 10 feet of separation between buildings. The Commission finds that the proposed 10+ foot separation of structures allows for a clear and distinct separation, shadow casting on adjacent structures, and a clear break in the roof lines. The building separation also creates the appearance that the buildings are staggered when viewed from certain angles.

Therefore, the Commission finds that the proposed design adequately reduces the appearance of bulk and flatness by providing relief between the structures.

17.96.060.F.6 – Architectural	Conformance
Building(s) shall orient toward their primary street frontage.	YES

Finding: The development has street frontage along Ritchie Dr. and internal along the private road. For buildings 1 and 2 that front Ritchie, the buildings are designed with front door entrances directly from the street with individual walkways from the pedestrian sidewalk to the front doors. Similar treatments are proposed with Buildings 3 and 4 that front the internal private road. The buildings are designed with front door entrances from the street, in addition to garage entrances. Additionally, outdoor spaces such as decks and patios are oriented toward Ritchie Dr and the private road.

17.96.060.F.7 – Architectural	Conformance
Garbage storage areas and satellite receivers shall be screened from public view and located off alleys.	YES

Finding: The subject property is not accessed by an alley. However, as shown on the development plans, there is a consolidated dumpster that serves all 12 units. The garbage dumpster is enclosed and located at the rear of the property between buildings 3 and 4. Details of the garbage enclosure can be found on Sheets A-005. No satellite receivers are proposed.

17.96.060.F.8 – Architectural	Conformance
Building design shall include weather protection which prevents water to drip or snow to slide on areas where pedestrians gather and circulate or onto adjacent properties.	YES
Finding: Sheet A-104 of the development plans shows the roof plan for the development. As shown, two rows of snow fencing is called for on all roofs with gutters and downspouts at all roof eaves to manage roof drainage. None of the roofs or projected decks overhang onto sidewalks where pedestrians gather and setback requirements are adequate for the accumulation of snow if and when roofs need to be cleared during the winter.	

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
Finding: There are no equestrian access points or trail easements adjacent to the property. The Warm Springs regional bike path is accessed by taking Ritchie Dr. to Skiway Dr and on to Warm Springs Rd. As noted above, there are no pedestrian sidewalks to the north or south constructed. However, these improvements are planned for in the city's sidewalk plan and there is a sidewalk that exists on the south side of Ritchie Dr between the subject property and Jane Lane.	

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
Finding: N/A. No awnings are proposed to extend over the property line.	

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
Finding: Access to the project is provided along Ritchie Dr for vehicles, bicycles, and pedestrians. Vehicular access onto Ritchie Dr. is consolidated on the private road and two private driveways. Front setbacks allow for adequate site distance for vehicles and bicycles exiting the development from the private road. Pedestrians walking to the Warm Springs base area will cross Ritchie Dr. to the south side to access sidewalks into the base area.	

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
Finding: The city engineer reviewed the driveway entrances in relationship to the private road access to the overall development and determined that the 20 feet minimum distance does not apply as the private road functions more like a private driveway with access to only this development, rather than a residential street which serves residences along the street and through traffic from other origins and destinations. Because parking is not permitted within the driveways, site visibility requirements are met and congestion concerns do not exist due to traffic volumes on Ritchie Dr.	

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 #12
Finding: Unobstructed access for emergency vehicles, snowplows, garbage trucks, and similar service vehicles is provided to the project from Ritchie Dr and the private road serving the development. The private road and driveways are snow melted to ensure adequate access during winter months. Condition of approval #12 addresses snow removal in the grass-crete areas to ensure that access for fire and emergency services remain unobstructed during winter months.	

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.	YES Condition #12
Finding: As shown in the snowmelt diagram on Sheet A-004. The private road, driveways, and walkways are proposed to be snow melted. Therefore, no snow storage is required for those elements. There is 638 SF of grass-crete, or grass block and gravel that is required space for fire and emergency service vehicles. This area will remain open and unobstructed during the summer months, however, the grass-crete area is not snow-melted. The development proposes to hand shovel those areas to ensure they remain unobstructed. The snow storage areas for this snow is shown as being landscaped with trees and shrubs. Due to the size of the grass-crete areas, the proposed snow storage should be adequate. Condition of approval #12 states that the grass-crete areas shall remain clear of snow at all times. In the event snow cannot be accommodated by designated snow storage areas, snow shall be hauled off site to ensure unobstructed access for fire and emergency vehicles.	

17.96.060.H.2 – Snow Storage	Conformance
Snow storage areas shall be provided on site.	YES

	Condition #12
Finding: On-site snow storage areas are designated on Sheet A-004. Should the snow storage areas prove to be inadequate during large snow years, snow shall be hauled off-site per condition of approval #12.	

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.	YES
Finding: As shown on Sheet A-004, the smallest snow storage area is 7.5 ft x 7.5 ft (56 square feet). All other snow storage areas are larger in size. All snow storage areas meet the minimum requirements of this standard.	

17.96.060.H.4 – Snow Storage	Conformance
In lieu of providing snow storage areas, snowmelt and hauling of snow may be allowed.	YES Condition #12
Finding: As noted above, all areas are proposed to be snow melted except the grass-crete areas. Per condition of approval #12, snow shall be hauled off-site if proposed snow storage areas are inadequate.	

17.96.060.I.1 – Landscaping	Conformance
Landscaping is required for all projects.	YES Condition #7
Finding: The development project has a comprehensive landscape plan proposed with internal and external landscaping. See Sheets L3.0, L3.2, L4.0 for the landscape plan, planting plan, and sample species. The landscape plan has not been updated to reflect the revised design of six buildings with the landscaped area in between. Condition of approval #7 notes that the landscape plan shall be revised prior to building permit application.	

17.96.060.I.2 – Landscaping	Conformance
Landscape materials and vegetation types specified shall be readily adaptable to a site's microclimate, soil conditions, orientation and aspect, and shall serve to enhance and complement the neighborhood and townscape.	YES
Finding: The landscape plan for the development implements many species and planting patterns consistent with the neighborhood. The Warm Springs Base Area is known for having large mature deciduous and evergreen trees fronting streets with attached and detached sidewalks. The proposed plan includes an attached sidewalk with individual walkways leading to each front facing residential unit along Ritchie Dr. Landscaping along Ritchie includes a mix of evergreen (fir and pine) and deciduous (flowering crab) trees covering a variety of species and sizes of shrubs. Proposed landscaping is well placed to create aesthetic appeal from the street and buffer the development from surrounding properties. Public comments received during the Pre-Application Design Review meeting resulted in a request by the Commission to reduce the size of landscaping along the rear of the property. The proposed landscape plan is	

predominantly shrubs with a few sparse trees. All proposed species are readily adaptable to the Ketchum climate and are found throughout the Warm Springs Base Area.

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 Condition #8 and 9
Finding: The planting plan proposed for the development includes general species labels of moderately and somewhat drought tolerant species. The areas between the buildings will get sun exposure at certain times of the day and during certain times of the year. However, plant species selection will need to include drought tolerant and very hardy species to endure longer periods of shade. Commission finds that the areas between the buildings provide an opportunity for placement of mechanical equipment rather than concentrating mechanical equipment to the perimeter of the property. Staff recommends the following conditions of approval to address how the space in between the buildings should be treated: • The landscape plan shall be revised to reflect the updated building layout and landscape treatments proposed for the space between the structures. Additional shrubs and trees shall be provided at the ends of each of the spaces to maximize sun exposure. Ground cover may include the use of limited rock or wood mulch but shall include grasses at each end of the spaces to smoothly transition to the rest of the landscaped areas. • The applicant shall evaluate opportunities to locate ground mounted mechanical systems between buildings where feasible to minimize the placement of mechanical systems on the perimeter of the property.	

17.96.060.I.4 – Landscaping	Conformance
Landscaping shall provide a substantial buffer between land uses, including, but not limited to, structures, streets and parking lots. The development of landscaped public courtyards, including trees and shrubs where appropriate, shall be encouraged.	YES
Finding: As noted above, the proposed plan includes an attached sidewalk with individual walkways leading to each front facing residential unit along Ritchie Dr. Landscaping along Ritchie includes a mix of evergreen (fir and pine) and deciduous (flowering crab) trees covering a variety of species and sizes of shrubs. Proposed landscaping is well placed to create aesthetic appeal from the street and buffer the development from surrounding properties. Public comments received during the Pre-Application Design Review meeting resulted in a request by the Commission to reduce the size of landscaping along the rear of the property. The proposed landscape plan is predominantly shrubs with a few sparse trees. Public courtyards are not included in the development as the interior of the development is accessible by a private road, not public. However, there are small pockets of programmed landscaping between buildings.	

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	YES

amenities shall receive approval from the Public Works Department prior to design review approval from the Commission.	
Finding: Sidewalks are required for the development; however, public amenities are not necessary for the development as the development is not located near the base area or along a frequently traveled pedestrian pathway that would warrant the addition of benches, trash receptacles, kiosks or bus shelters. In addition, there are no bus stops adjacent to the development. Should the city choose to install public amenities in the future as part of the comprehensive sidewalk plan, the 7-foot sidewalk would have some space for certain improvements.	

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.	YES
Finding: The development plans include one below grade encroachment, the snow melt vault on the north end of the property adjacent to the garbage enclosure. As shown on Sheet A-003, the enclosure is within the rear setback of the development. As shown on Sheet A-005, the portion of the vault within the setback is completed below grade. The landscape plan on Sheet L3.0 shows the minimum depth of soil for landscape cover of the vault. The below grade encroachment meets the requirements outlined in KMC 17.128.020.K as there is no riparian setback, the construction does not encroach onto adjacent properties, there are no conflicting easements or sensitive areas, and it is located completely below grade. Finally, the below grade encroachment is located deep enough to allow for landscaping above the encroachment that is consistent and compatible with the rest of the development's proposed landscaping. The city engineer has reviewed the below grade encroachment and verified that there are no impediments to proper drainage with the encroachment. The snow melt vault does have a portion that is open air with ladder access to the boiler room. The development proposed to snow melt the floor of the vault to ensure proper drainage and to maintain adequate access to the system during winter months.	

17.96.060.K.2 – Underground Encroachments	Conformance
No below grade structure shall be permitted to encroach into the riparian setback.	N/A
Finding: N/A. The subject property is not adjacent to a river or other water body, therefore no riparian setback exists.	

CONCLUSIONS OF LAW

1. The City of Ketchum is a municipal corporation established in accordance with Article XII of the Constitution of the State of Idaho and Title 50 Idaho Code and is required and has exercised its authority pursuant to the Local Land Use Planning Act codified at Chapter 65 of Title 67 Idaho Code and pursuant to Chapters 3, 9 and 13 of Title 50 Idaho Code to enact the ordinances and regulations, which ordinances are codified in the Ketchum Municipal Code ("KMC") and are

identified in the Findings of Fact and which are herein restated as Conclusions of Law by this reference and which City Ordinances govern the applicant's Design Review application for the development and use of the project site.

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

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

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

5. The Design Review Application File No. P24-063 meets all applicable standards specified in Title 17 of Ketchum Municipal Code.

DECISION

THEREFORE, the Ketchum Planning and Zoning Commission **approves** this Design Review Application File No. P24-063 this Tuesday, January 20, 2026 subject to the following conditions of approval.

CONDITIONS OF APPROVAL

1. 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 Planning and Zoning Commission or upon appeal, the date the approval is granted by the Council. Extensions may be granted per KMC 17.96.090.B.
2. This Design Review approval is based on the plans dated December 9, 2025 included as Exhibit A, and the information presented and approved at the September 9, 2025, October 14, 2025, and December 9, 2025 Planning and Zoning Commission meetings. The building permit plans must conform to the approved Design Review plans unless otherwise approved in writing by the Planning and Zoning Commission or Administrator. Any building or site discrepancies which do not conform to the approved plans will be subject to removal.
3. As a voluntary contribution, in exchange for an increase in FAR pursuant to KMC 17.124.040, a total community housing contribution of 4,081 square feet is required. A FAR Exceedance Agreement between the applicant and the City to memorialize how the community housing contribution will be met shall be reviewed and approved by City Council, signed, and recorded prior to issuance of a building permit for the project.
4. For driveways less than 18 feet in length, "No Parking" signs shall be installed on or adjacent to every driveway prior to certificate of occupancy for each building.
5. At the time of building permit, the applicant shall submit revised exterior lighting and snowmelt design plans that reflect the revised site layout with six separate buildings for review and approval by the Planning Department.
6. At time of building permit, the applicant shall submit final civil drawings prepared by an engineer registered in the State of Idaho that provide specifications for all right-of-way improvements, including sidewalks, alley asphalt, streetlights, utilities, and drainage facilities, for final review and approval by the City Engineer, Streets Department, Utilities Department, and Planning Department. Revised civil plans shall reflect the updated building layout of six separate buildings.

7. Revised landscape plans that reflect the revised site layout with six separate buildings shall be provided for review and approval by the Planning Department prior to building permit issuance.
8. The landscape plan shall be revised to reflect the updated building layout and landscape treatments proposed for the space between the structures. Additional shrubs and trees shall be provided at the ends of each of the spaces to maximize sun exposure. Ground cover may include the use of limited rock or wood mulch but shall include grasses at each end of the spaces to smoothly transition to the rest of the landscaped areas.
9. The applicant shall evaluate opportunities to locate ground-mounted mechanical systems between buildings where it is feasible to minimize the placement of mechanical systems on the perimeter of the property.
10. Pursuant to KMC 17.125.060, the development shall provide a minimum of 6 bicycle racks, each serving two bicycles. The location and design shall be submitted, reviewed, and approved by the Planning Department prior to issuance of the first building permit.
11. The development shall utilize internal transformer locations for the development first. Street facing transformers shall only be utilized if no other alternative is feasible. All transformers shall be adequately screened from public view. Final transformer locations and screening proposals shall be reviewed and approved by the Planning Department prior to installation.
12. The grass-crete areas shall remain clear of snow at all times. In the event snow storage cannot be accommodated by designated snow storage areas, snow shall be hauled off site to always ensure unobstructed access for fire and emergency vehicles.
13. Prior to building permit submittal, the applicant shall investigate the existence of fiber optic conduit. If none is found, the civil plans shall be revised to reflect the addition of fiber optic conduit along the subject property.
14. A preliminary plat application shall be submitted prior to building permit issuance. If the development is to be constructed in multiple phases, the preliminary plat application must include a request for a phased development agreement per KMC 16.04.110.
15. All exterior light fixtures shall be at a maximum color temperature of 2700 Kelvins.
16. All boulder retaining walls shall be set back a minimum of one foot unless authorization from adjacent property owners is provided at the time of building permit application.
17. 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 City Code 17.20.030(F) and 17.144, 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 20th day of January 2026.

R Carter

Chair
City of Ketchum
Planning and Zoning Commission

City of Ketchum

ATTACHMENT A:

Project Plans



WARM SPRINGS TOWNHOMES

DESIGN REVIEW APPLICATION / DECEMBER 9, 2025

DESCRIPTION
3-4 STORY MULTI-FAMILY RESIDENCE WITH 12 UNITS (4 BUILDINGS) WITH 23 INTERIOR, PRIVATE GARAGE PARKING SPACES. SCOPE OF WORK INCLUDES NEW CONSTRUCTION OF FOUNDATION, ERECTION OF STRUCTURE, CIVIL, LANDSCAPING, HARDSCAPING AND FINISHES.

PROJECT ADDRESS
108 / 110 RITCHIE DRIVE KETCHUM, ID 83340

APPLICABLE CODES
ALL CONSTRUCTION SHALL COMPLY WITH:
2018 INTERNATIONAL BUILDING CODE*
2018 INTERNATIONAL RESIDENTIAL CODE*
2018 INTERNATIONAL FIRE CODE WITH LOCAL AMENDMENTS*
2018 INTERNATIONAL ENERGY CONSERVATION CODE*
2018 INTERNATIONAL SWIMMING POOL AND SPA CODE
2018 INTERNATIONAL EXISTING BUILDING CODE
2018 INTERNATIONAL PROPERTY MAINTENANCE CODE
TITLE 15 KETCHUM MUNICIPAL CODE
APPENDIX M OF THE IBC AS AMENDED BY THE CITY OF KETCHUM
ALL APPLICABLE COUNTY ORDINANCES

*AS AMENDED BY THE IDAHO BUILDING CODE BOARD AND INCLUDING NOTED APPENDICES.

CONTRACTOR SHALL KEEP A COPY OF THE ABOVE CODE SECTIONS ON THE JOB SITE AT ALL TIMES.

JURISDICTIONAL AGENCY SHALL BE THE KETCHUM BUILDING DEPARTMENT.

PROJECT DATA

LOT AREA:	35,799 SF
ZONING DESIGNATION:	T-3000 (TOURIST ZONE)
OCCUPANCY:	MULTI-FAMILY (PRIVATE CONDOS)
CONSTRUCTION TYPE:	TYPE V
CLIMATE ZONE:	6

1 NTS **PROJECT DESCRIPTION**

1. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ALL DRAWINGS, CALCULATIONS, GOVERNMENTAL AGENCY APPROVALS AND FEES TO COMPLETE THIS WORK. CONTRACTORS/SUBCONTRACTORS SHALL SUBMIT MECHANICAL, ELECTRICAL, COMMUNICATIONS AND PLUMBING DRAWINGS TO RO ROCKETT DESIGN FOR PREVIEW OF DEVICE TYPES, LOCATIONS AND QUANTITIES, HVAC ZONING/THERMOSTAT LOCATIONS, ETC. PRIOR TO SUBMITTING FOR PERMIT AND CONSTRUCTION.

2. THESE DOCUMENTS ARE INTENDED TO INCLUDE ALL LABOR, MATERIALS, EQUIPMENT AND SERVICES REQUIRED TO COMPLETE ALL WORK DESCRIBED HEREIN. IT IS THE RESPONSIBILITY OF THE CONTRACTOR TO BRING TO THE ATTENTION OF THE ARCHITECT ANY CONDITIONS WHICH WILL NOT PERMIT CONSTRUCTION ACCORDING TO THE INTENTIONS OF THESE DOCUMENTS. IT IS THE RESPONSIBILITY OF THE ARCHITECT TO PROVIDE DETAILS AND/OR DIRECTIONS REGARDING DESIGN INTENT WHERE IT IS ALTERED BY EXISTING CONDITIONS OR WHERE NEGLECTED IN THE DOCUMENTS.

3. ANY MATERIALS PROPOSED FOR SUBSTITUTION OF THOSE SPECIFIED, OR CALLED OUT BY TRADE NAME, IN THESE DOCUMENTS SHALL BE PRESENTED TO THE ARCHITECT FOR REVIEW. THE CONTRACTOR SHALL SUBMIT SAMPLES WHEN REQUIRED BY THE ARCHITECT, AND ALL SUCH SAMPLES SHALL BE REVIEWED BY THE ARCHITECT BEFORE THE WORK IS PERFORMED. WORK MUST CONFORM TO THE REVIEWED SAMPLES. ANY WORK WHICH DOES NOT CONFORM SHALL BE REMOVED AND REPLACE WITH WORK WHICH CONFORMS AT THE CONTRACTOR'S EXPENSE. SUBCONTRACTORS SHALL SUBMIT REQUESTS AND SAMPLES FOR REVIEW THROUGH THE GENERAL CONTRACTOR WHEN WORK IS LET THROUGH HIM OR HER. REQUIRED VERIFICATIONS AND SUBMITTALS TO BE MADE IN ADEQUATE TIME AS NOT TO DELAY WORK IN PROGRESS.

4. SHOP DRAWINGS SHALL BE SUBMITTED TO THE ARCHITECT FOR HIS OR HER REVIEW WHERE CALLED FOR ANYWHERE IN THESE DOCUMENTS. REVIEW SHALL BE MADE BY THE ARCHITECT BEFORE WORK IS BEGUN, AND WORK SHALL CONFORM TO THE REVIEWED SHOP DRAWINGS, SUBJECT TO REPLACEMENT AS REQUIRED IN PARAGRAPH "E" ABOVE.

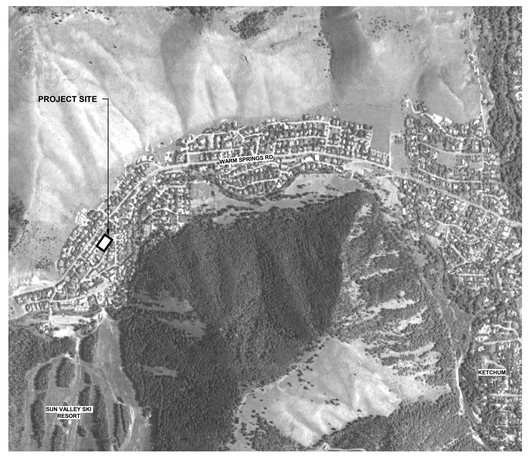
5. DO NOT SCALE DRAWINGS. CONTRACTOR SHALL VERIFY ALL DIMENSIONAL DISCREPANCIES WITH THE ARCHITECT.

6. CONTRACTOR SHALL VERIFY AND COORDINATE ALL OPENINGS THROUGH FLOORS, CEILINGS, AND WALLS WITH ALL ARCHITECTURAL, STRUCTURAL, MECHANICAL, PLUMBING AND ELECTRICAL DRAWINGS.

7. CONTRACTOR WILL ASSUME RESPONSIBILITY OF ITEMS REQUIRING COORDINATION AND RESOLUTION DURING THE BIDDING PROCESS.

8. BUILDING TO BE FULLY SPRINKLERED PER NFPA 13D. CONTRACTOR TO PROVIDE FIRE SPRINKLER SYSTEM DESIGN AND SHOP DRAWINGS TO COMFORM TO THESE STANDARDS.

3 NTS **PROJECT NOTES**



3 NTS **PROJECT LOCATION**

WARM SPRINGS TOWNHOMES
KETCHUM, ID

OWNER:
108-110 RITCHIE LLC
P.O. BOX 14001-174
KETCHUM, ID 83340
TEL: 603.801.0419

BUILDING ARCHITECT:
RO | ROCKETT DESIGN
1031 W. MANCHESTER BLVD. UNIT 6
INGLEWOOD, CA 90301
TEL: 213.784.0014

STRUCTURAL ENGINEER:
ZFA STRUCTURAL ENGINEERS
601 MONTGOMERY STREET SUITE 1450
SAN FRANCISCO, CA 94111
TEL: 415.243.4091

MECHANICAL, ELECTRICAL, PLUMBING ENGINEER:
PROFICIENT ENGINEERING
4704 HARLAN STREET SUITE 620
DENVER, CO 80212
TEL: 720.779.3556

CIVIL ENGINEER:
GALENA BENCHMARK ASSOCIATES
100 BELL DRIVE SUITE C
KETCHUM, ID 83340
TEL: 208.726.9512

LANDSCAPE ARCHITECT:
EGGERS ASSOCIATES
560 NORTH 2ND AVENUE
KETCHUM, ID 83340
TEL: 208.725.0988

ISSUE	DESCRIPTION	DATE
1	DESIGN REVIEW APP	25.09.09
2	DESIGN REVIEW APP REV	25.10.14
3	DESIGN REVIEW APP REV	25.12.09

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PROJECT:
WARM SPRINGS TOWNHOMES
KETCHUM, ID
108 & 110 RITCHIE DR.
KETCHUM, IDAHO

DRAWING TITLE:
COVER SHEET

SEAL:

PROJECT NUMBER
2305

DRAWING NUMBER:
G-000

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AREA - GROSS	
BLDG UNIT	**AREA**
1A (GARAGE)	498 SF
1A (LEVEL 01)	801 SF
1A (LEVEL 02)	1248 SF
1A (LEVEL 03)	1115 SF
	3662 SF
1B (GARAGE)	498 SF
1B (LEVEL 01)	801 SF
1B (LEVEL 02)	1248 SF
1B (LEVEL 03)	1115 SF
	3662 SF
2A (GARAGE)	498 SF
2A (LEVEL 01)	783 SF
2A (LEVEL 02)	1231 SF
2A (LEVEL 03)	1115 SF
	3626 SF
2B (GARAGE)	436 SF
2B (LEVEL 01)	571 SF
2B (LEVEL 02)	999 SF
2B (LEVEL 03)	886 SF
	2892 SF
3A (GARAGE)	572 SF
3A (LEVEL 01)	779 SF
3A (LEVEL 02)	1295 SF
3A (LEVEL 03)	1184 SF
	3830 SF
3B (GARAGE)	572 SF
3B (LEVEL 01)	779 SF
3B (LEVEL 02)	1295 SF
3B (LEVEL 03)	1184 SF
	3830 SF
4A (GARAGE)	422 SF
4A (LEVEL 01)	761 SF
4A (LEVEL 02)	1112 SF
4A (LEVEL 03)	888 SF
	3183 SF
4B (GARAGE)	422 SF
4B (LEVEL 01)	703 SF
4B (LEVEL 02)	1054 SF
4B (LEVEL 03)	830 SF
	3008 SF
5A (GARAGE)	390 SF
5A (LEVEL 01)	660 SF
5A (LEVEL 02)	929 SF
5A (LEVEL 03)	769 SF
	2748 SF
5B (GARAGE)	296 SF
5B (LEVEL 01)	535 SF
5B (LEVEL 02)	780 SF
5B (LEVEL 03)	609 SF
	2220 SF
6A (GARAGE)	475 SF
6A (LEVEL 01)	703 SF
6A (LEVEL 02)	1111 SF
6A (LEVEL 03)	859 SF
	3148 SF
6B (GARAGE)	475 SF
6B (LEVEL 01)	703 SF
6B (LEVEL 02)	1112 SF
6B (LEVEL 03)	859 SF
	3149 SF
TOTAL	38957 SF

1 | 1/8" = 1'-0" | **SITE PLAN - BUILDING INFORMATION AREAS**

WARM SPRINGS TOWNHOMES KETCHUM, ID

OWNER:

108-110 RITCHIE LLC
P.O. BOX 14001-174
KETCHUM, ID 83340
TEL: 603.801.0419

BUILDING ARCHITECT:

RO | ROCKETT DESIGN
1031 W. MANCHESTER BLVD. UNIT 6
INGLEWOOD, CA 90301
TEL: 213.784.0014

STRUCTURAL ENGINEER:

ZFA STRUCTURAL ENGINEERS
601 MONTGOMERY STREET SUITE 1450
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KETCHUM, ID 83340
TEL: 208.726.9512

LANDSCAPE ARCHITECT:

EGGERS ASSOCIATES
560 NORTH 2ND AVENUE
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ISSUE	DESCRIPTION	DATE
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PROJECT:
WARM SPRINGS TOWNHOMES KETCHUM, ID
108 & 110 RITCHIE DR.
KETCHUM, IDAHO

DRAWING TITLE:
SITE PLAN - BUILDING AREAS

SEAL:

PROJECT NUMBER
2305

DRAWING NUMBER:
A-000

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ZONING

T-3000 ZONING DISTRICT

FAR OF 1.6 MAX, WITH INCLUSIONARY HOUSING INCENTIVE

SETBACKS

FRONT: 15'-0"

SIDE: THE GREATER OF 1' FOR EVERY 3' OF BLDG HT, OR 5'

REAR: THE GREATER OF 1' FOR EVERY 3' OF BLDG HT, OR 5'

THE PROPOSED DEVELOPMENT HAS A 15' SETBACK ALONG RITCHIE DRIVE, AND 11'-8" SIDE AND REAR AS REQUIRED BY 35'-0" BLDG HEIGHTS.

HEIGHT LIMIT

FOR ROOF PITCHES 5:12 AND UNDER = 35'-0"

CODE REQUIREMENT: PARKING

17.125.040 - OFF STREET PARKING AND LOADING CALCULATIONS
A. COMPUTATIONAL RULES. THE FOLLOWING RULES APPLY WHEN COMPUTING OFF STREET PARKING AND LOADING REQ.
3. AREA MEASUREMENTS.
-UNLESS OTHERWISE SPECIFICALLY NOTED, RESIDENTIAL PARKING REQUIREMENTS FOR ALL SQUARE FOOTAGE BASED PARKING AND LOADING STANDARDS SHALL BE COMPUTED ON THE INTERIOR SQUARE FOOTAGE OF EACH RESIDENTIAL UNIT, MEASURED BETWEEN THE INTERIOR WALLS OF THE UNIT.

B. OFF STREET PARKING MATRIX.
2. RESIDENTIAL MULTIP-FAMILY DWELLING WITHIN THE COMMUNITY CORE (CC) DISTRICT AND THE TOURIST (T), TOURIST 3000 (T-3000), AND TOURIST 4000 (T-4000)
-UNITS 751 SF TO 2,000 SF - 1 PARKING SPACE
-UNITS 2,001 SF AND ABOVE - 2 PARKING SPACES

THE PROPOSED DEVELOPMENT INCLUDES 23 TOTAL INTERIOR PARKING SPACES.

-UNIT 1A NET SF = 4,061 SF (2 PARKING SPACES)
-UNIT 1B NET SF = 4,061 SF (2 PARKING SPACES)
-UNIT 2A NET SF = 3,998 SF (2 PARKING SPACES)
-UNIT 2B NET SF = 3,136 SF (2 PARKING SPACES)
-UNIT 3A NET SF = 4,237 SF (2 PARKING SPACES)
-UNIT 3B NET SF = 4,237 SF (2 PARKING SPACES)
-UNIT 4A NET SF = 2,514 SF (2 PARKING SPACES)
-UNIT 4B NET SF = 2,247 SF (2 PARKING SPACES)
-UNIT 5A NET SF = 2,160 SF (2 PARKING SPACES)
-UNIT 5B NET SF = 1,743 SF (1 PARKING SPACE)
-UNIT 6A NET SF = 2,412 SF (2 PARKING SPACES)
-UNIT 6B NET SF = 2,412 SF (2 PARKING SPACES)

CODE REQUIREMENT: SIDEWALKS

12.04.030 DESIGN CRITERIA. M. SIDEWALKS, CURB AND GUTTER.
6. SIDEWALKS SHALL BE FIVE FEET WIDE, EXCEPT SPECIFICALLY AS FOLLOWS, IN ORDER TO ACCOMMODATE HEAVY PEDESTRIAN CIRCULATION: SUN VALLEY ROAD AND MAIN STREET WITHIN THE COMMUNITY CORE ZONING DISTRICT (CC), AS DEFINED IN TITLE 17 OF THIS CODE, SHALL BE EIGHT FEET IN WIDTH; AND SKYWAY DRIVE, LLOYD DRIVE, GATES ROAD, RITCHIE DRIVE AND HOWARD DRIVE SHALL BE DEVEN FEET IN WIDTH, UNLESS OTHERWISE REQUIRED OR APPROVED BY THE CITY COUNCIL.

THE PROPOSED DEVELOPMENT INCLUDES A 7'-0" WIDE SIDEWALK ALONG THE LOT LINE THAT IS ADJACENT TO RITCHE DRIVE WITHIN THE R.O.W.

WARM SPRINGS TOWNHOMES KETCHUM, ID

OWNER:

108-110 RITCHIE LLC
P.O. BOX 14001-174
KETCHUM, ID 83340
TEL: 603.801.0419

BUILDING ARCHITECT:

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1031 W. MANCHESTER BLVD. UNIT 6
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2	DESIGN REVIEW APP REV	25.10.14

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PROJECT:
WARM SPRINGS TOWNHOMES KETCHUM, ID
108 & 110 RITCHIE DR.
KETCHUM, IDAHO

DRAWING TITLE:
SITE PLAN - BUILDING CODES

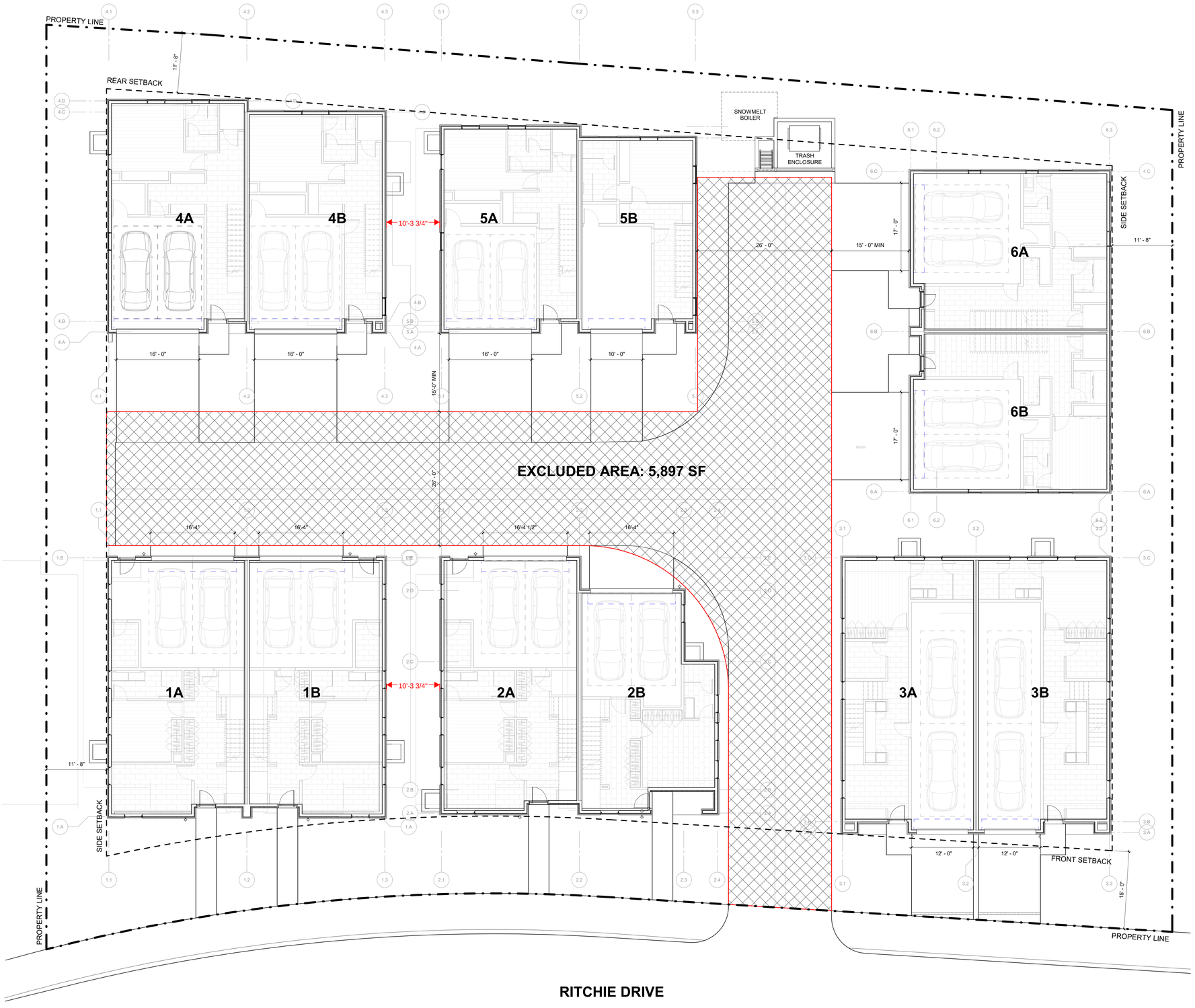
SEAL:

PROJECT NUMBER
2305

DRAWING NUMBER:
A-001

1 | 1/8" = 1'-0" | **SITE PLAN - BUILDING INFORMATION**

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CODE REQUIREMENT: FAR

17.124.040 - FLOOR AREA RATIOS AND COMMUNITY HOUSING
A. GENERAL REQUIREMENTS. ALL NEW BUILDINGS AND ALTERNATIONS TO EXISTING BUILDINGS IN THE GR-H, T, T-3000, T-4000, AND CC ZONING DISTRICTS, UNLESS OTHERWISE SPECIFIED IN THIS TITLE, SHALL BE SUBJECT TO THE MAXIMUM FLOOR AREA RATIO (FAR) DESCRIBED BELOW.

T-3000 (TOURIST ZONE)
PERMITTED GROSS FAR: 0.5
INCLUSIONARY HOUSING INCENTIVE: 1.6

17.08.020 - TERMS DEFINED
FLOOR AREA RATIO OR FAR: THE PRODUCT OF THE FLOOR AREA DIVIDED BY THE LOT AREA (EXAMPLE: 2,750 SF FLOOR AREA / 5,500 SF LOT AREA = 0.5 FAR)

LOT AREA: THE AREA WITHIN THE BOUNDRIES OF A LOT, EXCLUSIVE OF ANY OF THE AREA CONTAINED WITHIN A PUBLIC OR PRIVATE STREET, ALLEY, FIRE LANE OR PRIVATE DRIVEWAY EASEMENT.

THE PROPOSED DEVELOPMENT HAS A LOT AREA OF 35,799 SF, A PRIVATE STREET AND FIRE LANE EXCLUSIONARY AREA OF 5,897 SF AND A TOTAL GROSS BUILDING AREA OF 41,003 SF.

TOTAL LOT AREA: 35,799 SF

TOTAL EXCLUDED AREA: 5,897 SF

REVISED LOT AREA: 29,902 SF

ALLOWABLE AREA (0.5): 14,951 SF

ALLOWABLE AREA (1.6): 47,843.20 SF

PROPOSED FLOOR AREA: 38,957.00 SF (FAR: 1.37 - *COMPLIANT*)

CODE REQUIREMENT: DENSITY

17.124.180 - MINIMUM RESIDENTIAL DENSITIES AND COMMERCIAL REQUIREMENTS
A. GENERAL REQUIREMENTS. NEW DEVELOPMENT PROJECTS OR EXPANSIONS OF EXISTING BUILDINGS THAT EXCEED A TOTAL FLOOR AREA RATIO OF 0.5 FAR IN THE T, T-3000, T-4000, AND GR-H ZONING DISTRICTS MUST PROVIDE A MINIMUM NUMBER OF RESIDENTIAL UNITS AS FOLLOWS:

T-3000 (TOURIST ZONE)
4 UNITS / 10,000 SF OF LOT AREA

THE PROPOSED DEVELOPMENT IS REQUIRED TO HAVE A MINIMUM OF 12 UNITS.

TOTAL LOT AREA: 35,799 SF

TOTAL EXCLUDED AREA: 5,897 SF

REVISED LOT AREA: 29,902 SF

29,902 SF / 10,000 SF = 2.9902

2.9902 X 4 UNITS = 12 UNITS (11.96)

WARM SPRINGS TOWNHOMES KETCHUM, ID

OWNER:

108-110 RITCHIE LLC
P.O. BOX 14001-174
KETCHUM, ID 83340
TEL: 603.801.0419

BUILDING ARCHITECT:

RO | ROCKETT DESIGN
1031 W. MANCHESTER BLVD. UNIT 6
INGLEWOOD, CA 90301
TEL: 213.784.0014

STRUCTURAL ENGINEER:

ZFA STRUCTURAL ENGINEERS
601 MONTGOMERY STREET SUITE 1450
SAN FRANCISCO, CA 94111
TEL: 415.243.4091

MECHANICAL, ELECTRICAL, PLUMBING ENGINEER:

PROFICIENT ENGINEERING
4704 HARLAN STREET SUITE 620
DENVER, CO 80212
TEL: 720.779.3556

CIVIL ENGINEER:

GALENA BENCHMARK ASSOCIATES
100 BELL DRIVE SUITE C
KETCHUM, ID 83340
TEL: 208.726.9512

LANDSCAPE ARCHITECT:

EGGERS ASSOCIATES
560 NORTH 2ND AVENUE
KETCHUM, ID 83340
TEL: 208.725.0988

ISSUE	DESCRIPTION	DATE
1	DESIGN REVIEW APP	25.09.09
2	DESIGN REVIEW APP REV	25.10.14

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PROJECT:
WARM SPRINGS TOWNHOMES KETCHUM, ID
108 & 110 RITCHIE DR.
KETCHUM, IDAHO

DRAWING TITLE:
SITE PLAN - BUILDING FAR & DENSITY

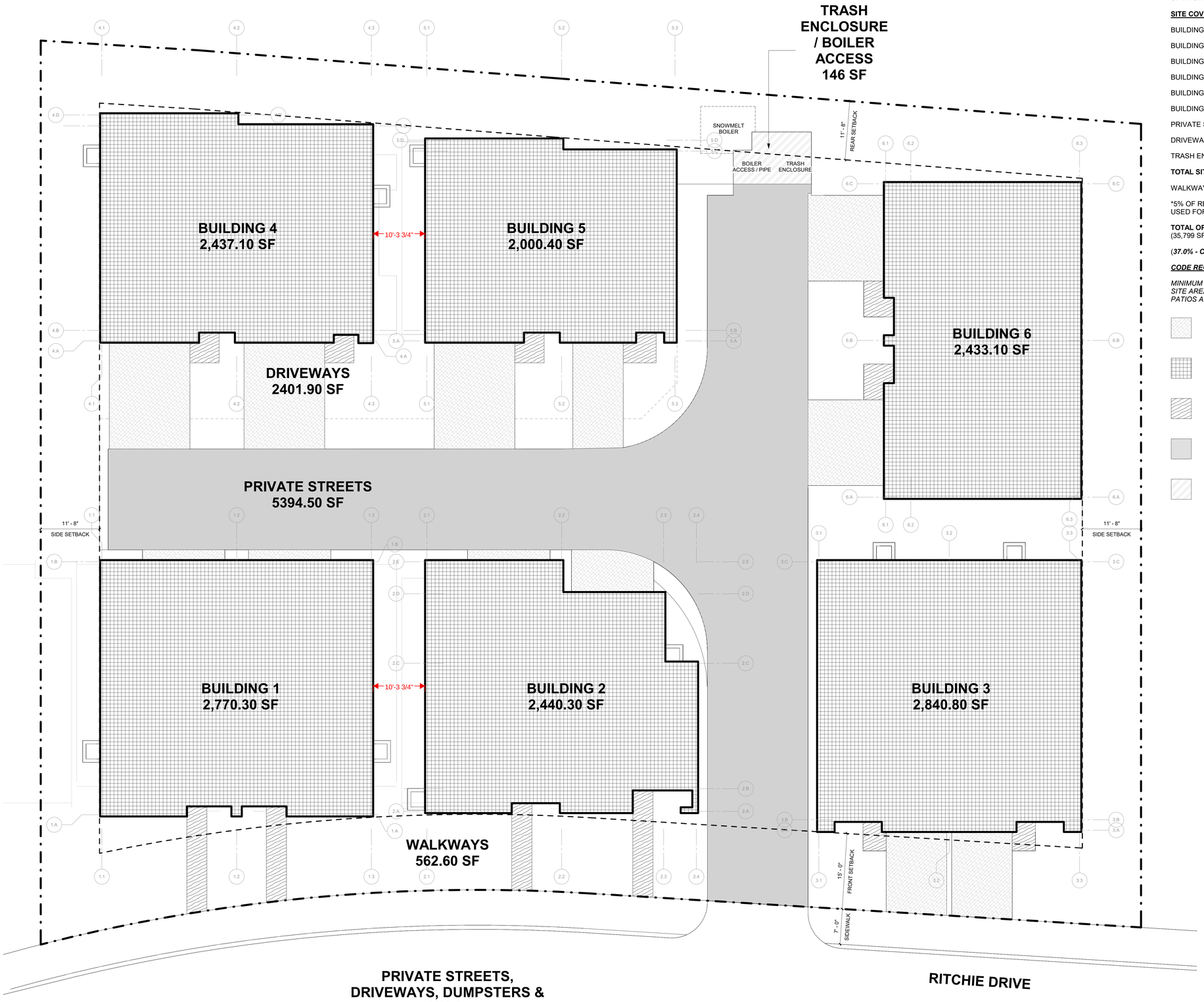
SEAL:

PROJECT NUMBER
2305

DRAWING NUMBER:
A-002

1 | 1/8" = 1'-0" | **SITE PLAN - BUILDING INFORMATION B**

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LOT AREA:	**35,799.00 SF**
OPEN SPACE REQ (35% LOT AREA):	**12,529.65 SF**
SITE COVERAGE AREAS:	
BUILDING 1:	2,770.30 SF
BUILDING 2:	2,440.30 SF
BUILDING 3:	2,840.80 SF
BUILDING 4:	2,437.10 SF
BUILDING 5:	2,000.40 SF
BUILDING 6:	2,433.10 SF
PRIVATE STREETS:	5,394.50 SF
DRIVEWAYS:	2,401.90 SF
TRASH ENCLOSURE / BOILER ACCESS:	146.0 SF
TOTAL SITE COVERAGE:	**22,864.40 SF**
WALKWAY AREA:	562.60 SF*

*5% OF REQ OPEN SPACE (12,529.65 SF)
USED FOR WALKWAYS ALLOWABLE = 626.48 SF

TOTAL OPEN SPACE AREA: **12,934.60 SF**
(35,799 SF LOT AREA - 22,864.40 SF SITE COVERAGE)

(***37.0% - COMPLIANT***, *404.95 SF SURPLUS*)

CODE REQUIREMENT: OPEN SPACE

MINIMUM OPEN SPACE: 35% (A MAXIMUM OF 5% OPEN SITE AREA MAY BE USED FOR PRIVATE DECKS OR PATIOS AND WALKWAYS SUBJECT TO DESIGN REVIEW).

DRIVEWAYS

BUILDINGS

WALKWAYS

PRIVATE STREETS

TRASH ENCLOSURE

WARM SPRINGS TOWNHOMES
KETCHUM, ID

OWNER:
108-110 RITCHIE LLC
P.O. BOX 14001-174
KETCHUM, ID 83340
TEL: 603.801.0419

BUILDING ARCHITECT:
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1031 W. MANCHESTER BLVD. UNIT 6
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STRUCTURAL ENGINEER:
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CIVIL ENGINEER:
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100 BELL DRIVE SUITE C
KETCHUM, ID 83340
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LANDSCAPE ARCHITECT:
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ISSUE	DESCRIPTION	DATE
1	DESIGN REVIEW APP	25.09.09
2	DESIGN REVIEW APP REV	25.10.14
3	DESIGN REVIEW APP REV	25.12.09

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PROJECT:
WARM SPRINGS TOWNHOMES KETCHUM, ID
108 & 110 RITCHIE DR.
KETCHUM, IDAHO

DRAWING TITLE:
SITE PLAN - OPEN SPACE

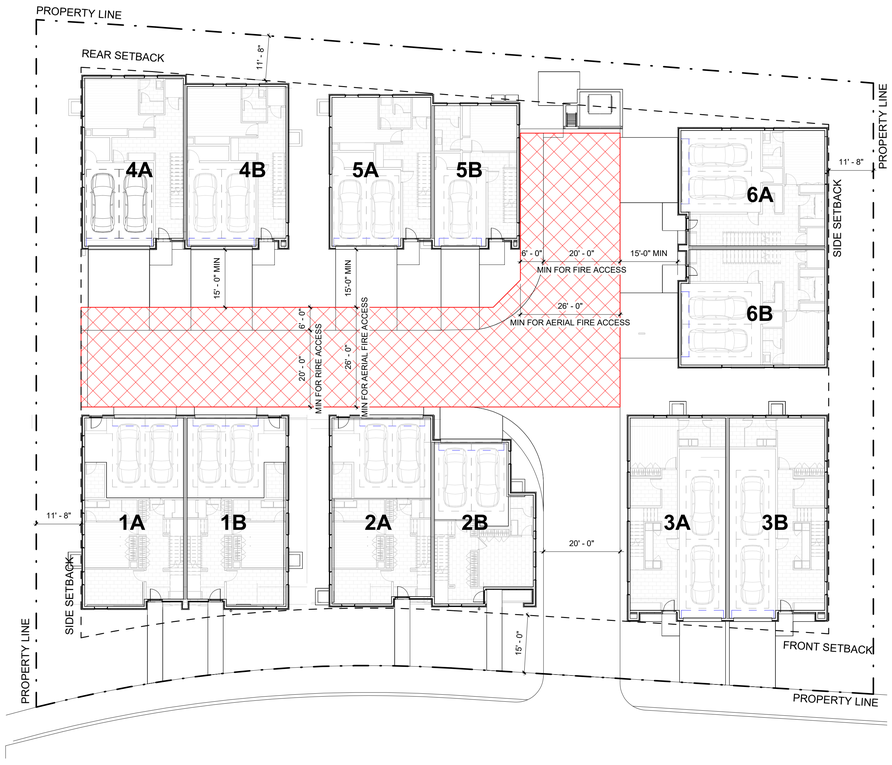
SEAL:

PROJECT NUMBER
2305

DRAWING NUMBER:
A-003

1 | 1/8" = 1'-0" | **SITE - LEVEL 1 - OPEN SPACE**

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CODE REQUIREMENT: FIRE ACCESS

APPENDIX D OF 2018 IFC, SECTION D105 - AERIAL FIRE APPARATUS ACCESS ROADS
D105.1 - WHERE THE VERTICAL DISTANCE BETWEEN THE GRADE PLANE AND THE HIGHEST ROOF SURFACE EXCEEDS 30 FEET, APPROVED FIRE APPARATUS ACCESS ROADS SHALL BE PROVIDED. FOR PURPOSES OF THIS SECTION, THE HIGHEST ROOF SURFACE SHALL BE DETERMINED BY MEASUREMENT TO THE EAVE OF A PITCHED ROOF, THE INTERSECTION OF THE ROOF TO EXTERIOR WALL, OR THE TOP OF PARAPET WALLS, WHICHEVER IS GREATER.

D105.2 - AERIAL FIRE APPARATUS ACCESS ROADS SHALL HAVE A MINIMUM UNOBSTRUCTED WIDTH OF 26 FEET, EXCLUSIVE OF SHOULDERS, IN THE IMMEDIATE VICINITY OF THE BUILDING OR PORTION THEREOF.

D105.3 - ONE OR MORE OF THE REQUIRED ACCESS ROUTES MEETING THIS CONDITION SHALL BE LOCATED NOT LESS THAN 15 FEET AND NOT GREATER THAN 30 FEET FROM THE BUILDING AND SHALL BE POSITIONED PARALLEL TO ONE ENTIRE SIDE OF THE BUILDING. THE SIDE OF THE BUILDING ON WHICH THE AERIAL FIRE APPARATUS ACCESS ROAD IS POSITIONED SHALL BE APPROVED BY THE FIRE CODE OFFICIAL.

THE PROPOSED DEVELOPMENT HAS A 20 FOOT WIDE PRIVATE ROAD THAT WOULD PROVIDE ACCESS TO THE INTERIOR OF THE SITE AND A DESIGNATED 20 FOOT WIDE PORTION OF THE ROAD FOR AERIAL FIRE ACCESS TO BUILDING 3 AND 4. ADDITIONALLY, BUILDING 3 AND 4 ARE SETBACK 15 FEET FROM THE EDGE OF THE FIRE ACCESS ROAD.

CODE REQUIREMENT: SNOWMELT

SNOWMELT

SNOW STORAGE

GRASS-CRETE PAVERS

H. SNOW STORAGE
1 - SNOW STORAGE AREAS SHALL NOT BE LESS THAN THIRTY PERCENT (30%) 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 ANY DIMENSION LESS THAN FIVE FEET (5') AND SHALL BE A MINIMUM OF TWENTY FIVE SQUARE FEET (25 SF)
4 - IN LIEU OF PROVIDING SNOW STORAGE AREAS, SNOWMELT AND HAULING OF SNOW MAY BE ALLOWED.

THE PROPOSED DEVELOPMENT WILL PROVIDE SITE SNOWMELT FOR ALL DRIVEWAYS, PATHWAYS, AND PRIVATE ROADS. SNOWMELT BOILER EQUIPMENT WILL BE SUBGRADE, LOCATED AT THE END OF THE PRIVATE ROAD AND SCREENED FROM VIEW OF NEIGHBORS. SEE MEP FOR DETAILED SNOWMELT PLANS.

THERE IS 638 SF OF GRASS-CRETE SCHEDULED FOR FIRE ACCESS THAT WILL NOT HAVE SNOWMELT. THESE AREAS WILL BE SHOVELED AND AN ADDITIONAL 966 SF OF SNOW STORAGE HAS BEEN DESIGNATED ON SITE.

1 | 1/16" = 1'-0" | **SITE PLAN - FIRE ACCESS REQUIREMENTS**

2 | 1/16" = 1'-0" | **SITE PLAN - SNOWMELT**

WARM SPRINGS TOWNHOMES KETCHUM, ID

OWNER:

108-110 RITCHIE LLC
P.O. BOX 14001-174
KETCHUM, ID 83340
TEL: 603.801.0419

BUILDING ARCHITECT:

RO | ROCKETT DESIGN
1031 W. MANCHESTER BLVD. UNIT 6
INGLEWOOD, CA 90301
TEL: 213.784.0014

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CIVIL ENGINEER:

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KETCHUM, ID 83340
TEL: 208.726.9512

LANDSCAPE ARCHITECT:

EGGERS ASSOCIATES
560 NORTH 2ND AVENUE
KETCHUM, ID 83340
TEL: 208.725.0988

ISSUE	DESCRIPTION	DATE
1	DESIGN REVIEW APP	25.09.09
2	DESIGN REVIEW APP REV	25.10.14
3	DESIGN REVIEW APP REV	25.12.09

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PROJECT:
WARM SPRINGS TOWNHOMES KETCHUM, ID
108 & 110 RITCHIE DR.
KETCHUM, IDAHO

DRAWING TITLE:
SITE PLAN - FIRE ACCESS & SNOWMELT

SEAL:

PROJECT NUMBER
2305

DRAWING NUMBER:
A-004

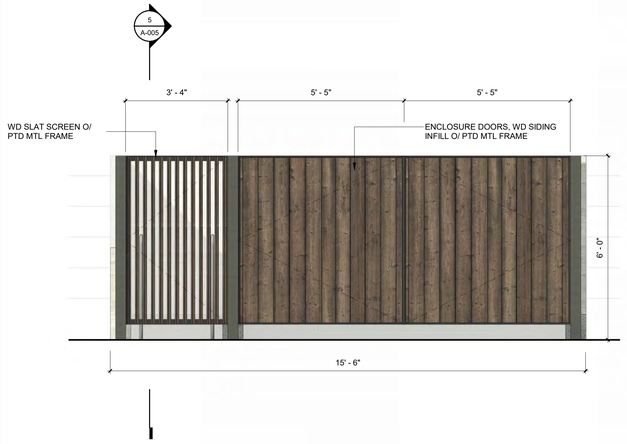
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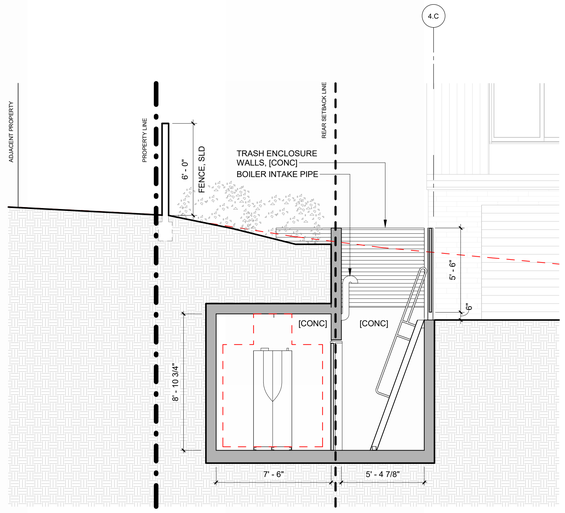
MEDIUM BROWN WOOD SIDING TO MATCH BUILDING SIDING MATERIAL



DARK PAINTED METAL STRUCTURE



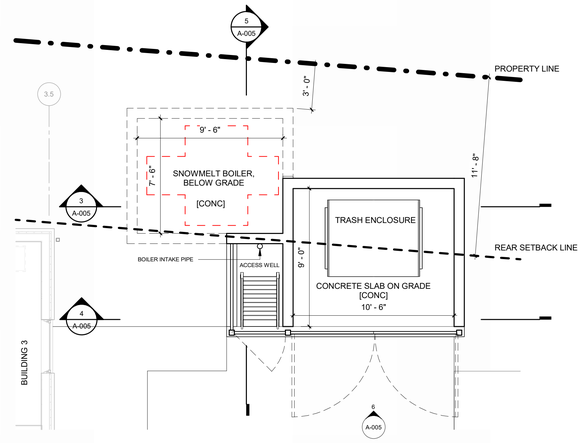
6 1/2" = 1'-0" **DUMPSTER ENCLOSURE / ELEVATION - EAST**



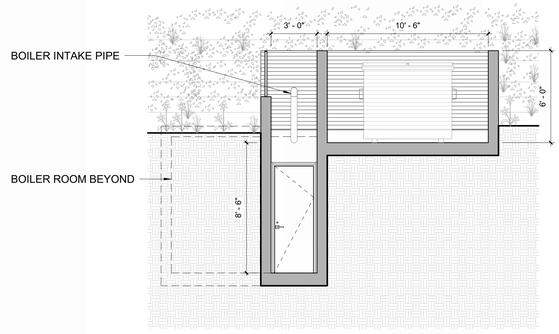
5 1/4" = 1'-0" **DUMPSTER ENCLOSURE / SECTION - EW**

NOTE

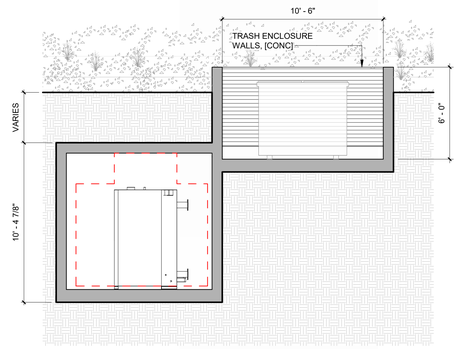
SCREENED TRASH ENCLOSURE WITH SNOWMELT BOILER ROOM. BOILER LOCATED FULLY SUBGRADE AND NOT VISIBLE. TRASH ENCLOSURE SLAB AND ACCESS WELL SCHEDULED TO BE SNOWMELTED TO ALLOW CLEAR ACCESS IN WINTER.



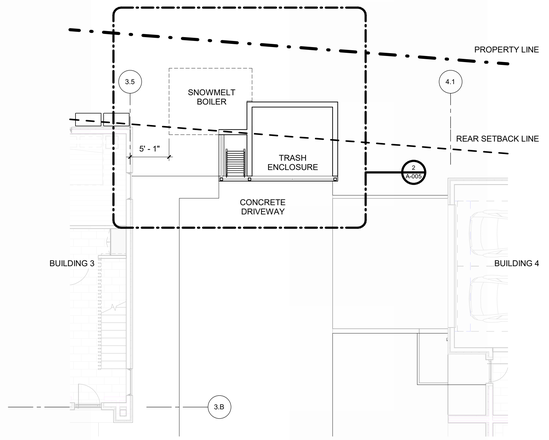
2 1/4" = 1'-0" **DUMPSTER ENCLOSURE - ENLARGED FLOOR PLAN**



4 1/4" = 1'-0" **DUMPSTER ENCLOSURE / SECTION - NS A**



3 1/4" = 1'-0" **DUMPSTER ENCLOSURE / SECTION - NS B**



1 1/8" = 1'-0" **DUMPSTER ENCLOSURE - FLOOR PLAN**



RENDERING OF DUMPSTER ENCLOSURE - FRONT

WARM SPRINGS TOWNHOMES KETCHUM, ID

OWNER:

108-110 RITCHIE LLC
P.O. BOX 14001-174
KETCHUM, ID 83340
TEL: 603.801.0419

BUILDING ARCHITECT:

RO | ROCKETT DESIGN
1031 W. MANCHESTER BLVD. UNIT 6
INGLEWOOD, CA 90301
TEL: 213.784.0014

STRUCTURAL ENGINEER:

ZFA STRUCTURAL ENGINEERS
601 MONTGOMERY STREET SUITE 1450
SAN FRANCISCO, CA 94111
TEL: 415.243.4091

MECHANICAL, ELECTRICAL, PLUMBING ENGINEER:

PROFICIENT ENGINEERING
4704 HARLAN STREET SUITE 620
DENVER, CO 80212
TEL: 720.779.3556

CIVIL ENGINEER:

GALENA BENCHMARK ASSOCIATES
100 BELL DRIVE SUITE C
KETCHUM, ID 83340
TEL: 208.726.9512

LANDSCAPE ARCHITECT:

EGGERS ASSOCIATES
560 NORTH 2ND AVENUE
KETCHUM, ID 83340
TEL: 208.725.0988

ISSUE	DESCRIPTION	DATE
1	DESIGN REVIEW APP	25.09.09
2	DESIGN REVIEW APP REV	25.10.14

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PROJECT:

WARM SPRINGS TOWNHOMES KETCHUM, ID

108 & 110 RITCHIE DR.
KETCHUM, IDAHO

DRAWING TITLE:

SNOWMELT VAULT & DUMPSTER DETAILS

SEAL:

PROJECT NUMBER

2305

DRAWING NUMBER:

A-005

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C L E A R C R E E K D I S P O S A L

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

June 14, 2024

Planning & Zoning
City of Ketchum
P O Box 2315
Ketchum, ID 83340

Via email:

Re: 108 Richie Drive

To whom It May Concern,

Please consider this letter as a will serve for the above address. Attached to this email are plans for a 12-unit townhome project to be built. When built according to the plans the enclosure is ample for a dumpster to service the project.

Conditions that will need to be maintained:

- Snow and Ice removal to and inside of the enclosure
- Access to the enclosure and the turn around area for egress
- Gates maintained in working order

Multiple pickup days may be necessary to accommodate the amount of waste generated depending on type(s) of occupancy.

Respectfully,

Mike Goitiandia
Clear Creek Disposal

.108 Richie Drive

CLEAR CREEK DISPOSAL

1 | NTS | CLEAR CREEK DISPOSAL WILL SERVE LETTER

INTERMOUNTAIN® GAS COMPANY

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

Presidio Vista Properties
Hank Moore
Senior Development Manager
603-801-0419
hank@presidiovistaproperties.com

May 13, 2024

RE: 108 & 110 Richie Dr., Ketchum Idaho 83340. Lots 3 & 4 Warm Springs Village Subdivision. County of Blaine.

This letter is to serve as verification of the availability of natural gas currently to the above referenced 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 208-737-6314.

Sincerely,

Lance D. McBride

Lance D. McBride
Energy Services Representative Sr.
lance.mcbride@intgas.com
208-737-6314

1 | NTS | INTERMOUNTAIN GAS COMPANY WILL SERVE LETTER

Hank Moore

From: Bennett, Cheryl <CBennett2@idahopower.com>
Sent: Friday, May 17, 2024 10:27 AM
To: Hank Moore
Cc: Erik de Bruijn
Subject: Will Serve Email

Hank and Erik,

You can provide this email to the city of Ketchum for your application:

I have reviewed the proposed project by Presidio Vista Properties for 12 luxury townhomes on Ritchie Drive.

As this is in the preliminary stages, I have not finalized my design on the project. The proposed transformer locations may work, but I'll have to review when I get into my design phase. I have indicated where they may also be placed depending on the voltage drop, once I get into it. Additionally, we need 10' of clearance to the front of the transformers for safe electrical operation. They can be landscaped on side and rear, no matter where they are placed. We do have primary power on Ritchie Drive, but again, until I start my design, I will not know if I need another device to pick it up (sector) and/or have to cross Ritchie Drive to get to it.

Once the customer makes formal application for design the company will provide electrical service to the project subject to obtaining of any required easements, rights of way, and in compliance with the statues of the State of Idaho and the tariffs of the company on file with the Idaho Public Utilities Commission (PUC), 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 Idaho PUC.

Below is the initial review I have made. Please let me know if you have additional questions or comments.

1 | NTS | IDAHO POWER WILL SERVE LETTER

WARM SPRINGS TOWNHOMES KETCHUM, ID

OWNER:

108-110 RITCHIE LLC
P.O. BOX 14001-174
KETCHUM, ID 83340
TEL: 603.801.0419

BUILDING ARCHITECT:

RO | ROCKETT DESIGN
1031 W. MANCHESTER BLVD. UNIT 6
INGLEWOOD, CA 90301
TEL: 213.784.0014

STRUCTURAL ENGINEER:

ZFA STRUCTURAL ENGINEERS
601 MONTGOMERY STREET SUITE 1450
SAN FRANCISCO, CA 94111
TEL: 415.243.4091

MECHANICAL, ELECTRICAL, PLUMBING ENGINEER:

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CIVIL ENGINEER:

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TEL: 208.726.9512

LANDSCAPE ARCHITECT:

EGGERS ASSOCIATES
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KETCHUM, ID 83340
TEL: 208.725.0988

ISSUE	DESCRIPTION	DATE
1	DESIGN REVIEW APPLICATION	25.09.09

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PROJECT:
WARM SPRINGS TOWNHOMES KETCHUM, ID
108 & 110 RITCHIE DR.
KETCHUM, IDAHO

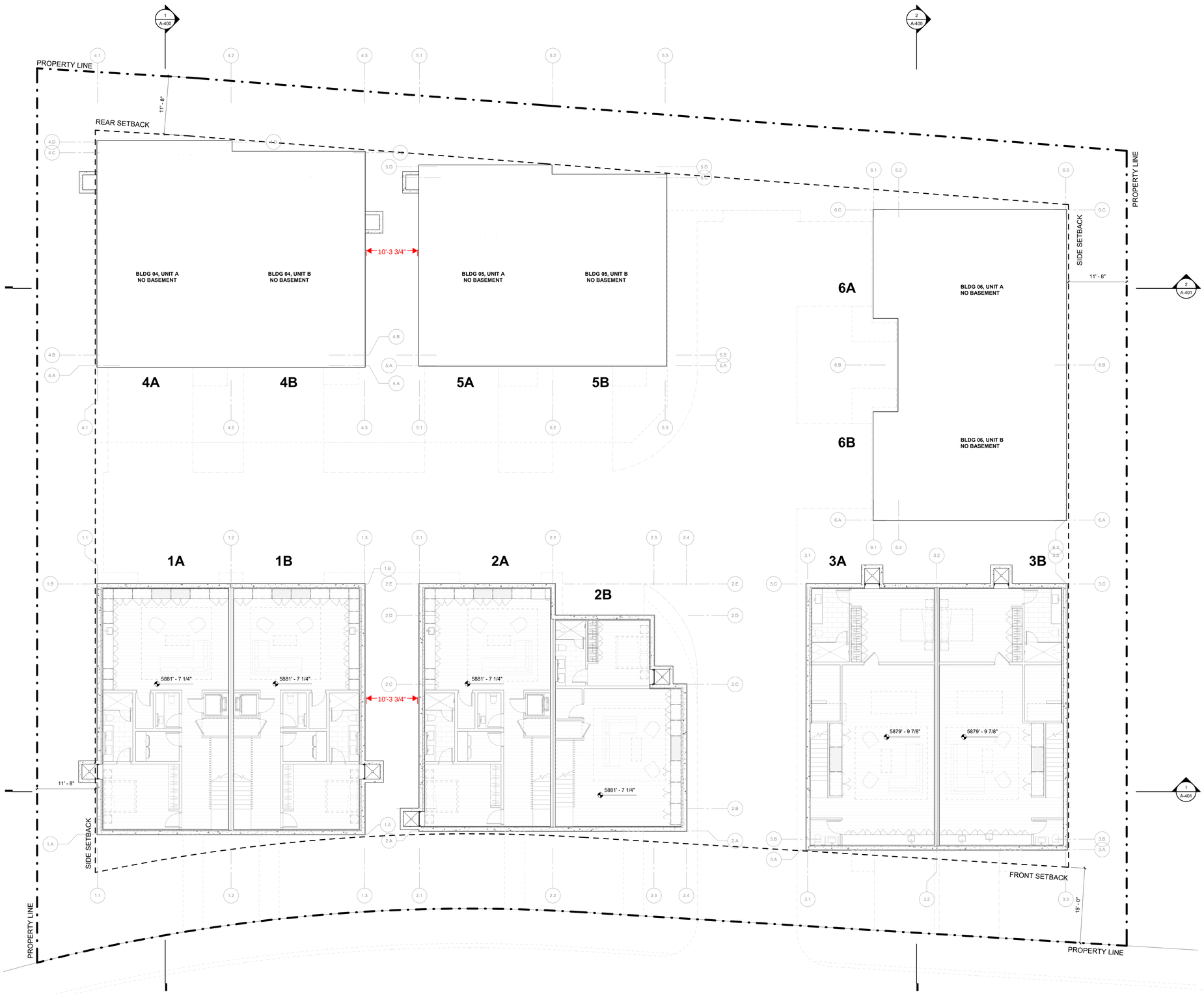
DRAWING TITLE:
WILL SERVE LETTERS

SEAL:

PROJECT NUMBER
2305

DRAWING NUMBER:
A-006

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1	1/8" = 1'-0"	OVERALL PLAN - LEVEL 0	

WARM SPRINGS TOWNHOMES KETCHUM, ID

OWNER:

108-110 RITCHIE LLC
P.O. BOX 14001-174
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TEL: 603.801.0419

BUILDING ARCHITECT:

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ISSUE	DESCRIPTION	DATE
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PROJECT:

WARM SPRINGS TOWNHOMES KETCHUM, ID

108 & 110 RITCHIE DR.
KETCHUM, IDAHO

DRAWING TITLE:

LEVEL 00 OVERALL FLOOR PLAN

SEAL:

PROJECT NUMBER

2305

DRAWING NUMBER:

A-100

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NOTES:
1. "NO PARKING" SIGNS SHALL BE POSTED FOR ANY DRIVEWAY THAT DOES NOT MEET THE DIMENSIONAL STANDARDS FOR PARKING (9' W x 18' L)

1 | 1/8" = 1'-0" | **OVERALL PLAN - LEVEL 01**

WARM SPRINGS TOWNHOMES KETCHUM, ID

OWNER:

108-110 RITCHIE LLC
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TEL: 603.801.0419

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CIVIL ENGINEER:

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KETCHUM, ID 83340
TEL: 208.726.9512

LANDSCAPE ARCHITECT:

EGGERS ASSOCIATES
560 NORTH 2ND AVENUE
KETCHUM, ID 83340
TEL: 208.725.0988

ISSUE	DESCRIPTION	DATE
1	DESIGN REVIEW APP	25.09.09
2	DESIGN REVIEW APP REV	25.10.14
3	DESIGN REVIEW APP REV	25.12.09

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PROJECT:
WARM SPRINGS TOWNHOMES KETCHUM, ID
108 & 110 RITCHIE DR.
KETCHUM, IDAHO

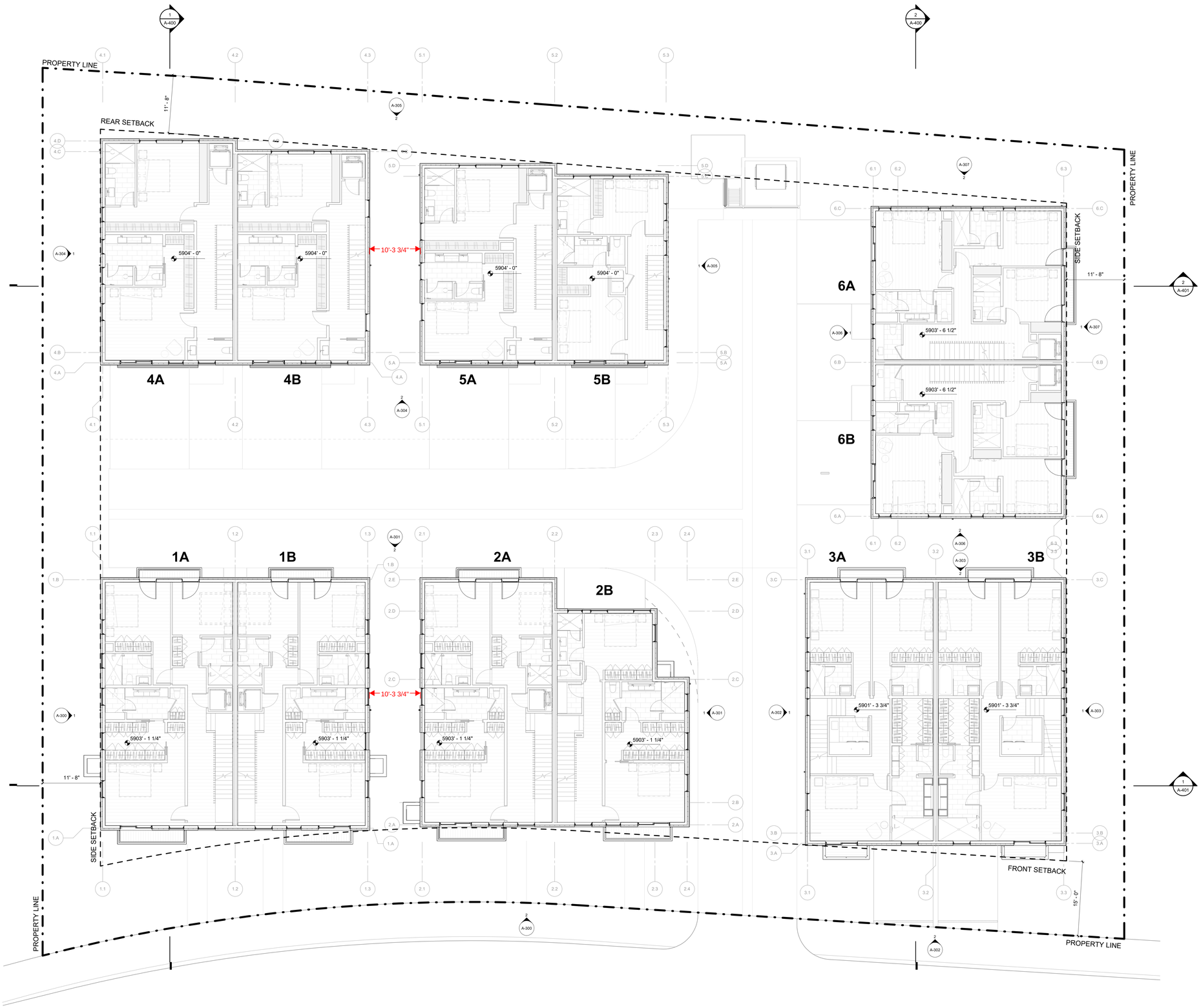
DRAWING TITLE:
LEVEL 01 OVERALL FLOOR PLAN

SEAL:

PROJECT NUMBER
2305

DRAWING NUMBER:
A-101

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WARM SPRINGS TOWNHOMES KETCHUM, ID

OWNER:

108-110 RITCHIE LLC
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KETCHUM, ID 83340
TEL: 603.801.0419

BUILDING ARCHITECT:

RO | ROCKETT DESIGN
1031 W. MANCHESTER BLVD. UNIT 6
INGLEWOOD, CA 90301
TEL: 213.784.0014

STRUCTURAL ENGINEER:

ZFA STRUCTURAL ENGINEERS
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SAN FRANCISCO, CA 94111
TEL: 415.243.4091

MECHANICAL, ELECTRICAL, PLUMBING ENGINEER:

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PROJECT:
WARM SPRINGS TOWNHOMES KETCHUM, ID
108 & 110 RITCHIE DR.
KETCHUM, IDAHO

DRAWING TITLE:
LEVEL 02 OVERALL FLOOR PLAN

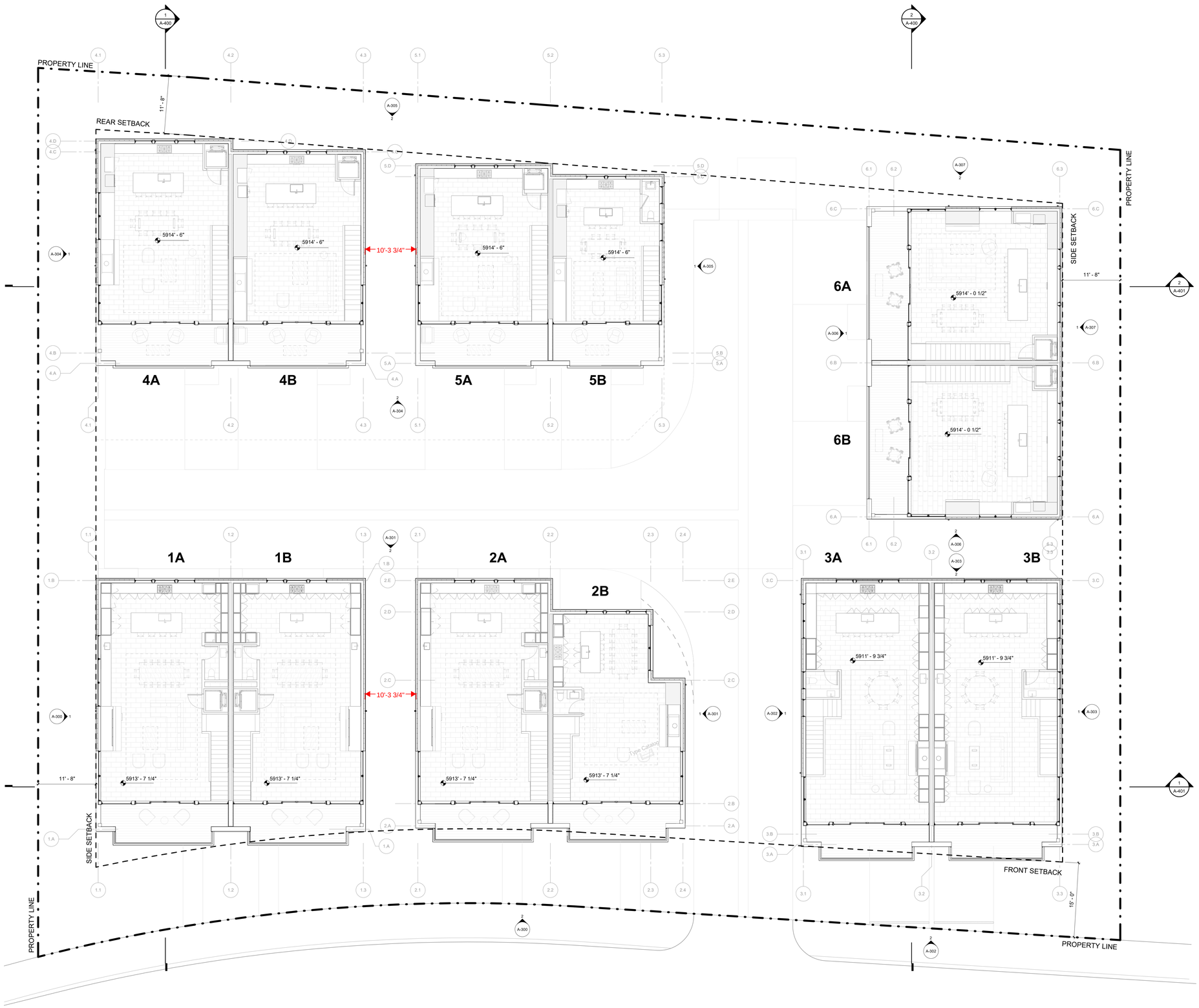
SEAL:

PROJECT NUMBER
2305

DRAWING NUMBER:
A-102

1 | 1/8" = 1'-0" | **OVERALL PLAN - LEVEL 02**

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1	1/8" = 1'-0"	**OVERALL PLAN - LEVEL 03**

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OWNER:

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PROJECT:
WARM SPRINGS TOWNHOMES KETCHUM, ID
108 & 110 RITCHIE DR.
KETCHUM, IDAHO

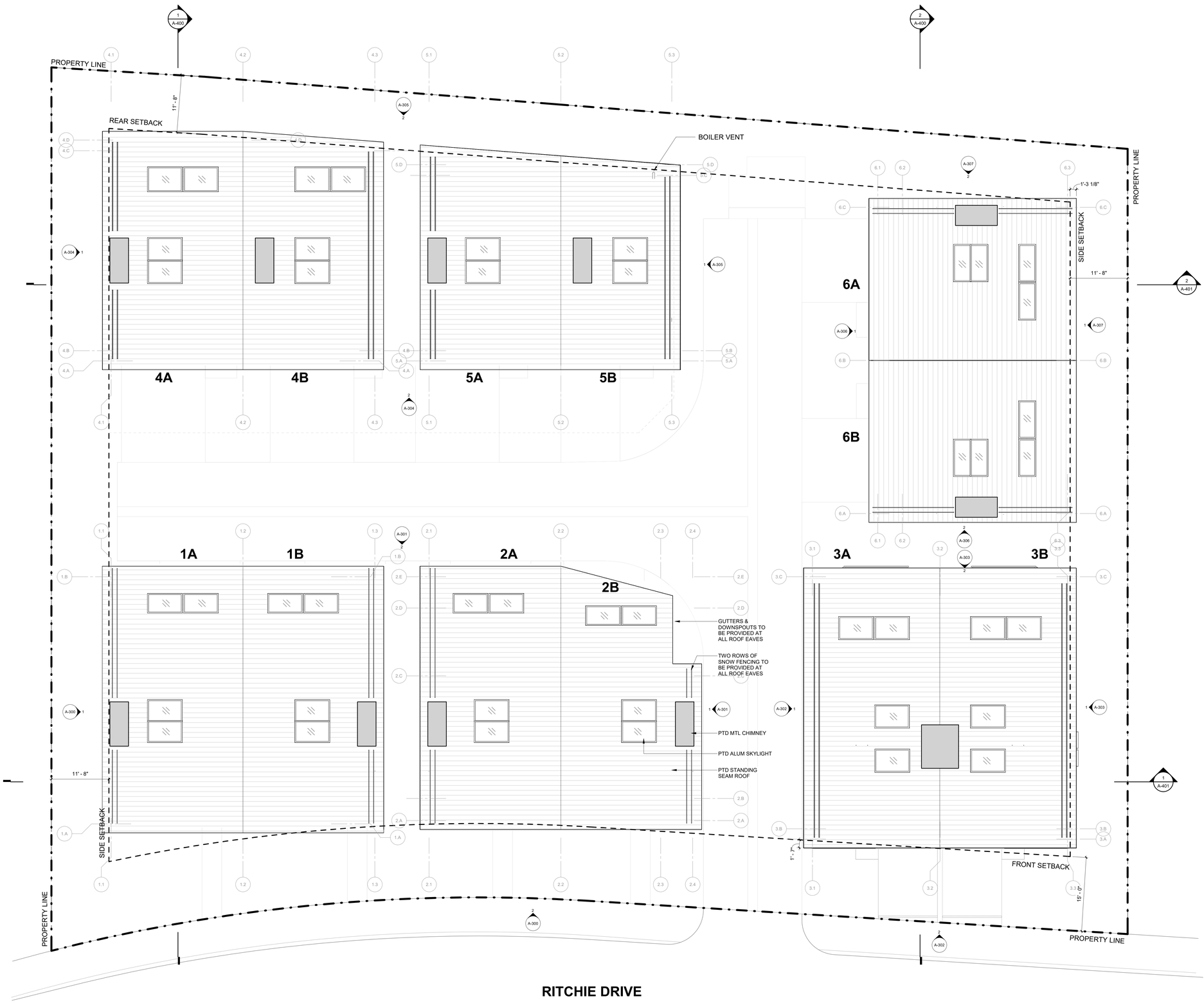
DRAWING TITLE:
LEVEL 03 OVERALL FLOOR PLAN

SEAL:

PROJECT NUMBER
2305

DRAWING NUMBER:
A-103

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1	1/8" = 1'-0"	**OVERALL PLAN - ROOF**	

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OWNER:

108-110 RITCHIE LLC
P.O. BOX 14001-174
KETCHUM, ID 83340
TEL: 603.801.0419

BUILDING ARCHITECT:

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STRUCTURAL ENGINEER:

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TEL: 720.779.3556

CIVIL ENGINEER:

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LANDSCAPE ARCHITECT:

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PROJECT:

WARM SPRINGS TOWNHOMES KETCHUM, ID

108 & 110 RITCHIE DR.
KETCHUM, IDAHO

DRAWING TITLE:

OVERALL ROOF PLAN

SEAL:

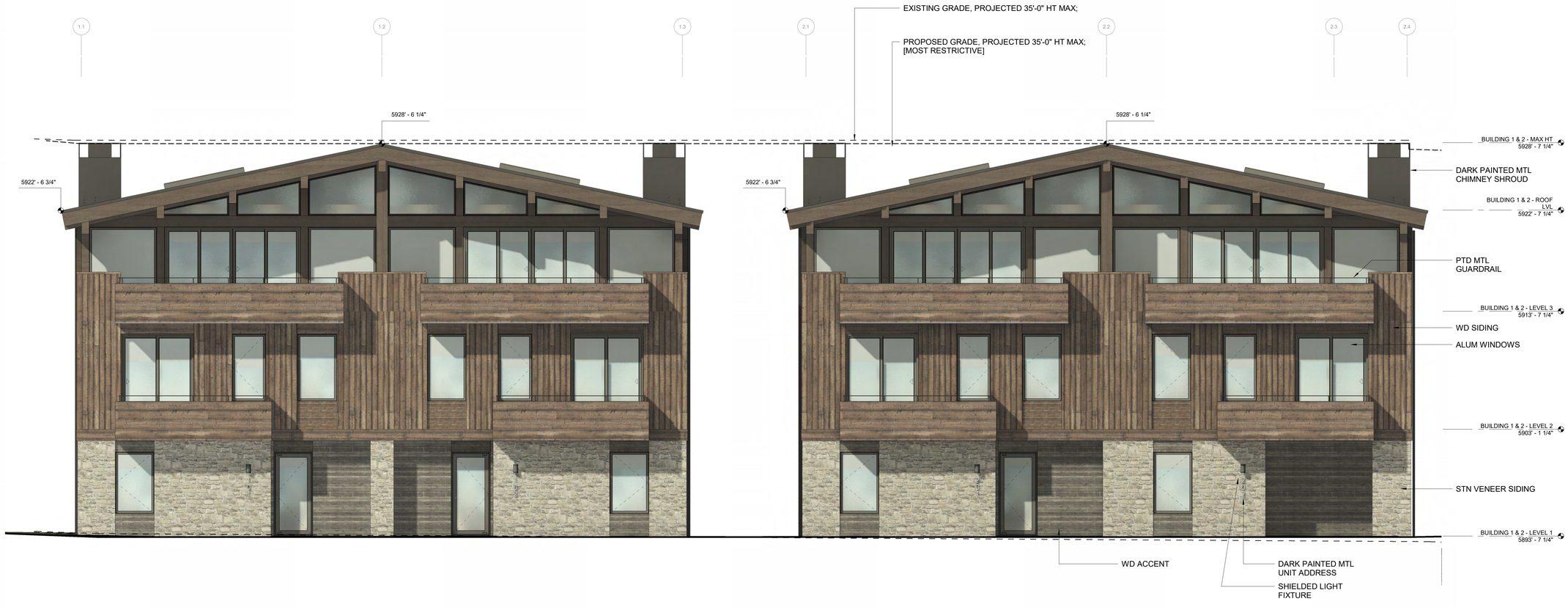
PROJECT NUMBER

2305

DRAWING NUMBER:

A-104

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2 | 1/4" = 1'-0" | **BUILDING 1 & 2 / ELEVATION - EAST**



1 | 1/4" = 1'-0" | **BUILDING 1 / ELEVATION - SOUTH**

WARM SPRINGS TOWNHOMES KETCHUM, ID

OWNER:

108-110 RITCHIE LLC
P.O. BOX 14001-174
KETCHUM, ID 83340
TEL: 603.801.0419

BUILDING ARCHITECT:

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TEL: 213.784.0014

STRUCTURAL ENGINEER:

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PROJECT:

WARM SPRINGS TOWNHOMES KETCHUM, ID

108 & 110 RITCHIE DR.
KETCHUM, IDAHO

DRAWING TITLE:

BUILDING ELEVATIONS - BUILDING 1 & 2

SEAL:

PROJECT NUMBER

2305

DRAWING NUMBER:

A-300

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2 | 1/4" = 1'-0" | **BUILDING 1 & 2 / ELEVATION - WEST**



1 | 1/4" = 1'-0" | **BUILDING 2 / ELEVATION - NORTH**

WARM SPRINGS TOWNHOMES KETCHUM, ID

OWNER:

108-110 RITCHIE LLC
P.O. BOX 14001-174
KETCHUM, ID 83340
TEL: 603.801.0419

BUILDING ARCHITECT:

RO | ROCKETT DESIGN
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INGLEWOOD, CA 90301
TEL: 213.784.0014

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TEL: 208.726.9512

LANDSCAPE ARCHITECT:

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KETCHUM, ID 83340
TEL: 208.725.0988

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PROJECT:

WARM SPRINGS TOWNHOMES KETCHUM, ID

108 & 110 RITCHIE DR.
KETCHUM, IDAHO

DRAWING TITLE:

BUILDING ELEVATIONS - BUILDING 1 & 2

SEAL:

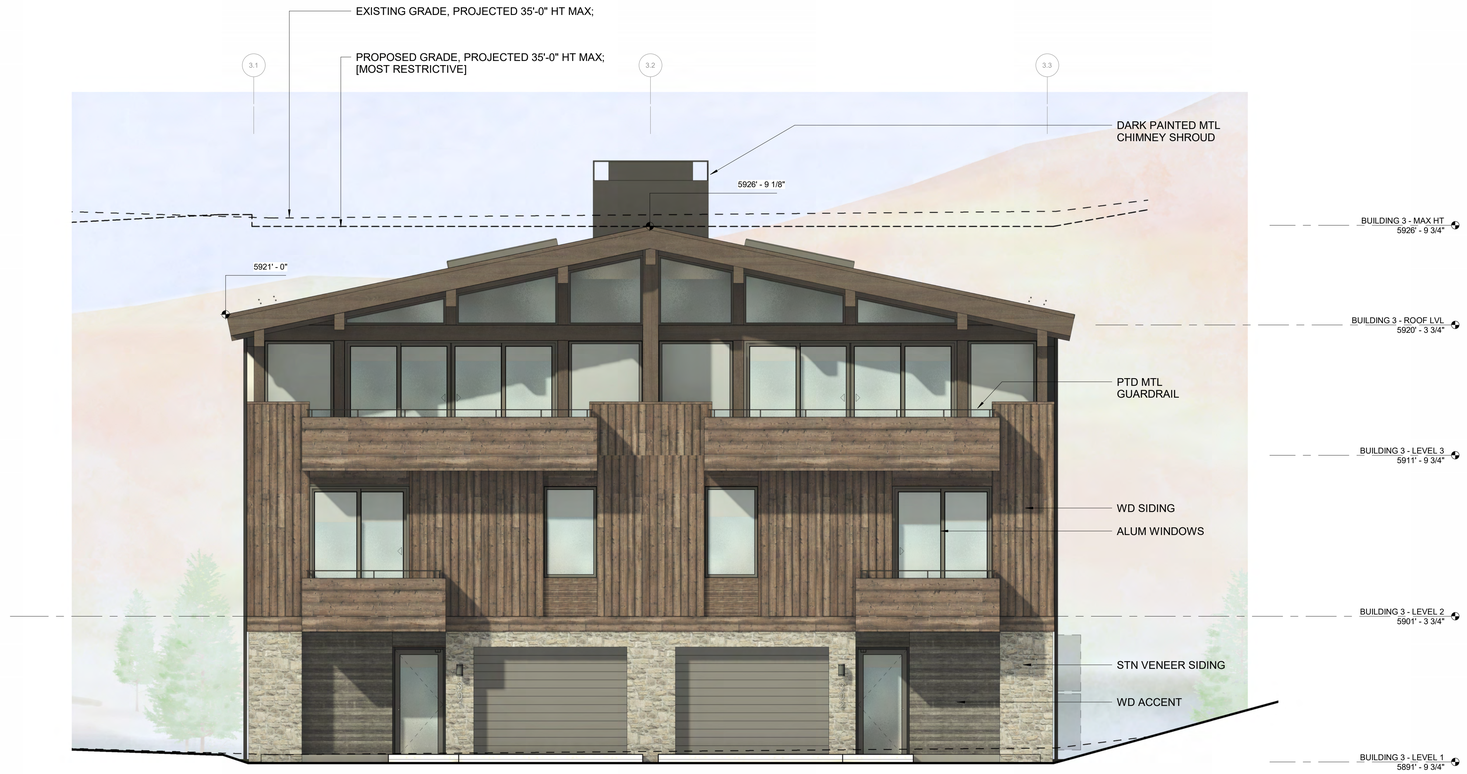
PROJECT NUMBER

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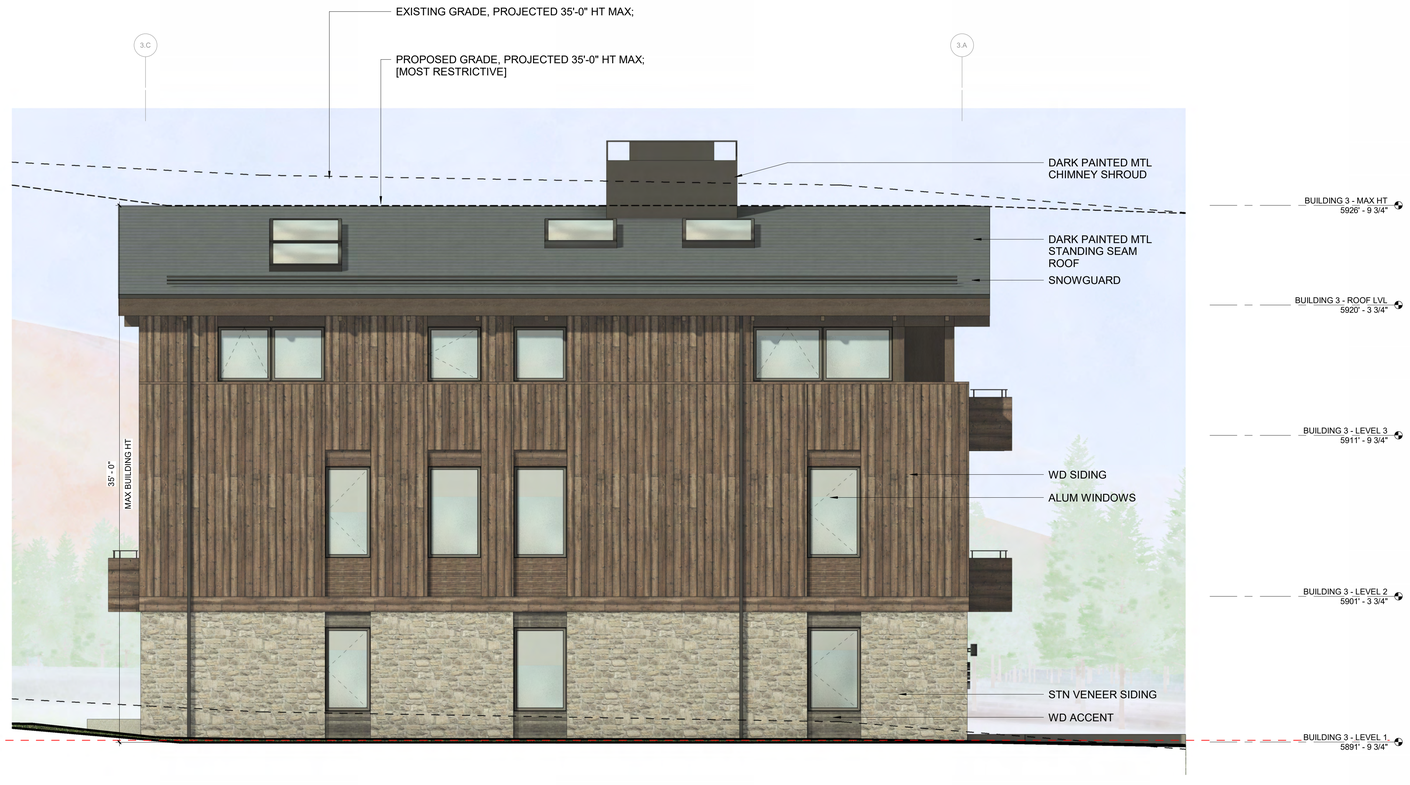
DRAWING NUMBER:

A-301

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2 | 1/4" = 1'-0" | **BUILDING 3 / ELEVATION - EAST**



1 | 1/4" = 1'-0" | **BUILDING 3 / ELEVATION - SOUTH**

WARM SPRINGS TOWNHOMES KETCHUM, ID

OWNER:

108-110 RITCHIE LLC
P.O. BOX 14001-174
KETCHUM, ID 83340
TEL: 603.801.0419

BUILDING ARCHITECT:

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TEL: 213.784.0014

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TEL: 208.726.9512

LANDSCAPE ARCHITECT:

EGGERS ASSOCIATES
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KETCHUM, ID 83340
TEL: 208.725.0988

ISSUE	DESCRIPTION	DATE
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PROJECT:

WARM SPRINGS TOWNHOMES KETCHUM, ID

108 & 110 RITCHIE DR.
KETCHUM, IDAHO

DRAWING TITLE:

BUILDING ELEVATIONS - BUILDING 3

SEAL:

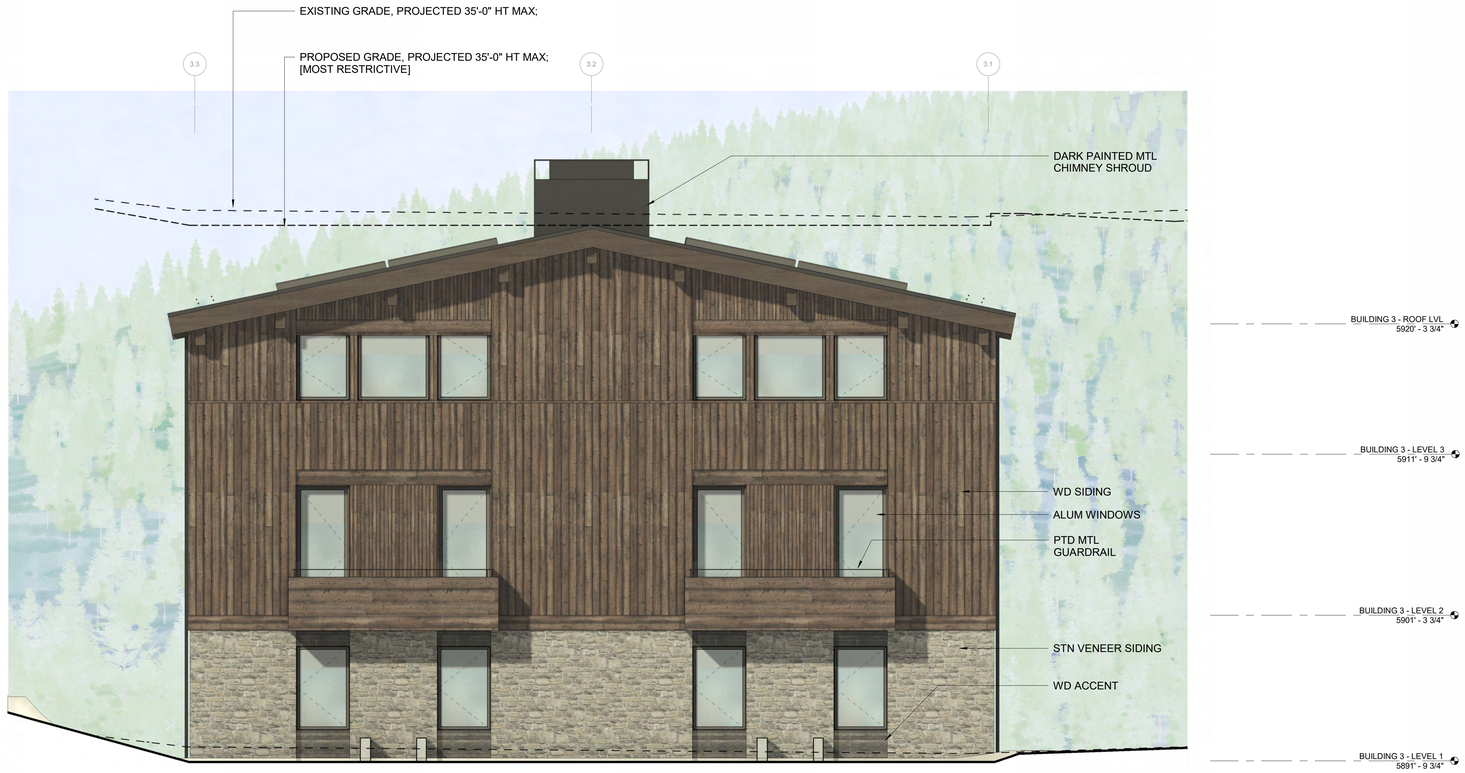
PROJECT NUMBER

2305

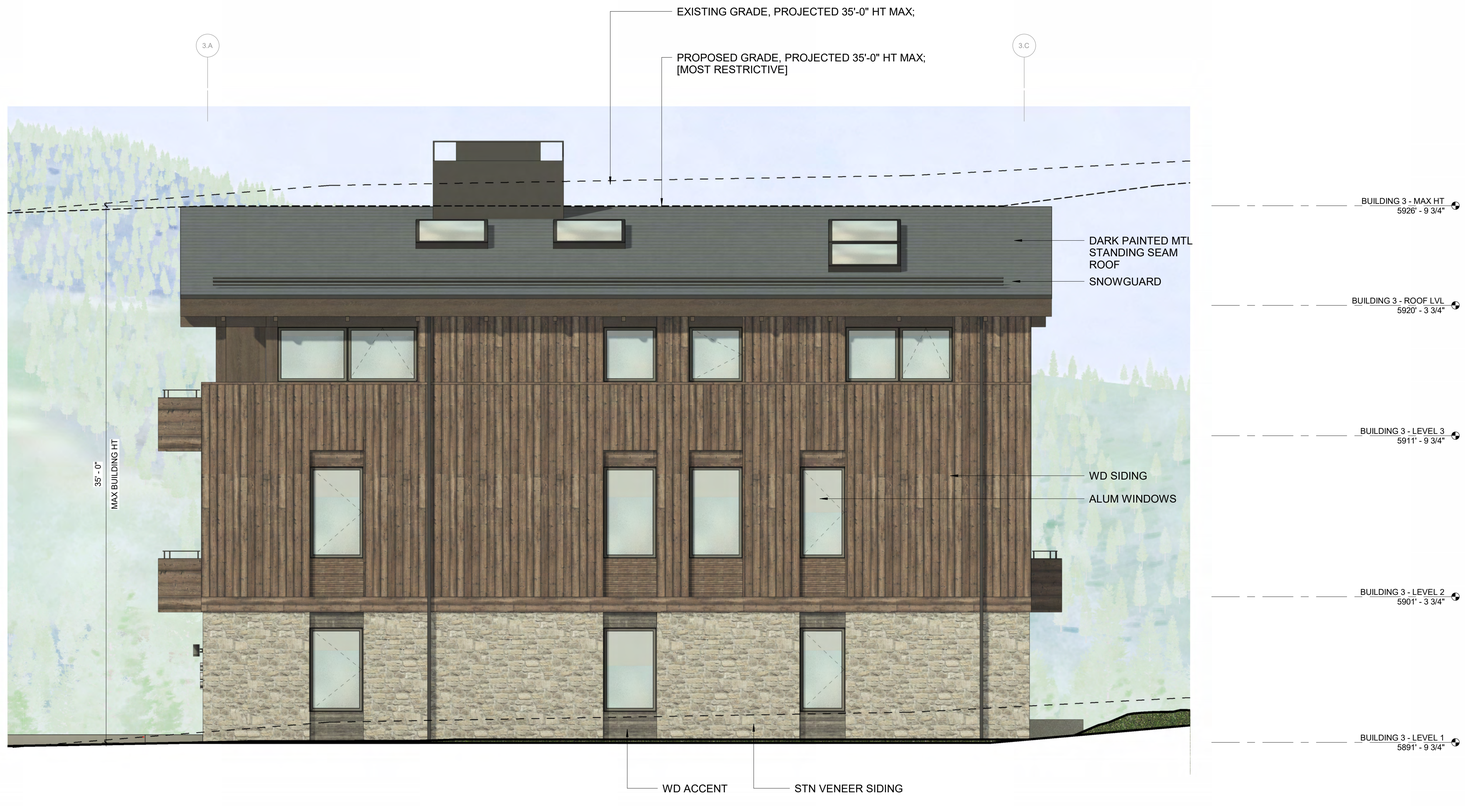
DRAWING NUMBER:

A-302

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2 | 1/4" = 1'-0" | **BUILDING 3 / ELEVATION - WEST**



1 | 1/4" = 1'-0" | **BUILDING 3 / ELEVATION - NORTH**

WARM SPRINGS TOWNHOMES KETCHUM, ID

OWNER:

108-110 RITCHIE LLC
P.O. BOX 14001-174
KETCHUM, ID 83340
TEL: 603.801.0419

BUILDING ARCHITECT:

RO | ROCKETT DESIGN
1031 W. MANCHESTER BLVD. UNIT 6
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TEL: 213.784.0014

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TEL: 208.726.9512

LANDSCAPE ARCHITECT:

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KETCHUM, ID 83340
TEL: 208.725.0988

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PROJECT:

WARM SPRINGS TOWNHOMES KETCHUM, ID

108 & 110 RITCHIE DR.
KETCHUM, IDAHO

DRAWING TITLE:

BUILDING ELEVATIONS - BUILDING 3

SEAL:

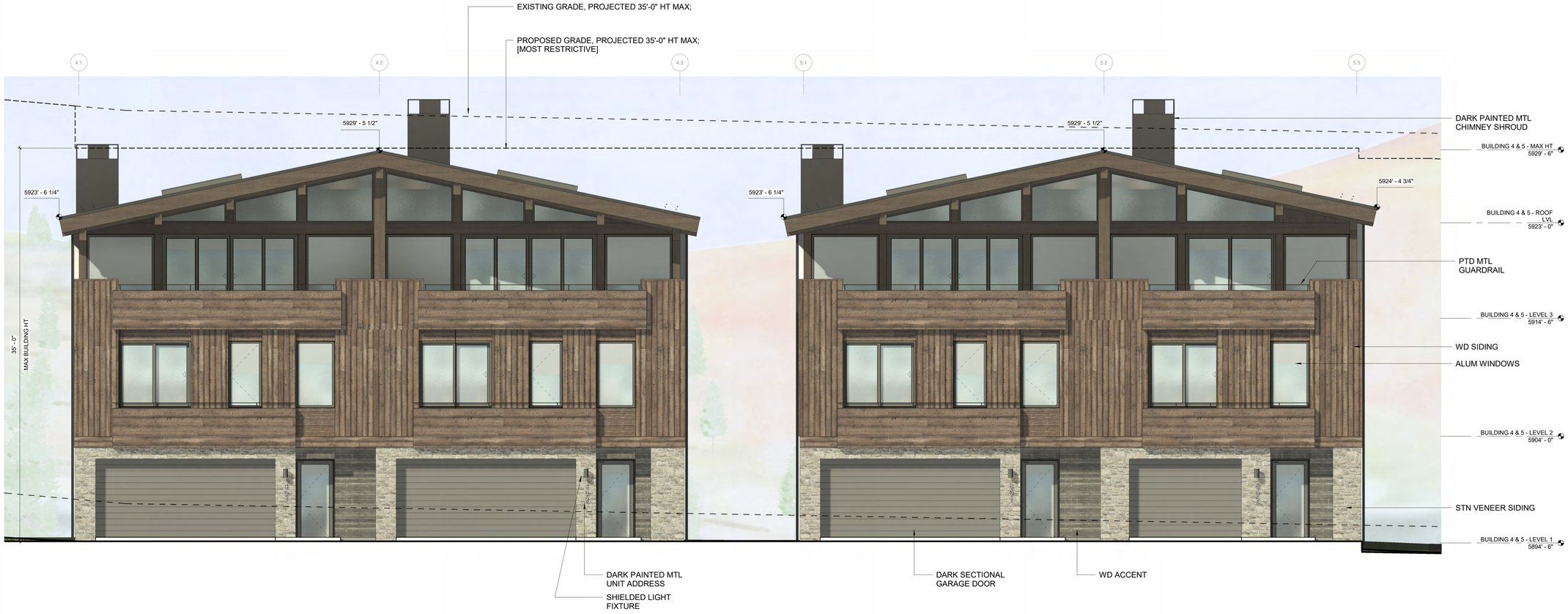
PROJECT NUMBER

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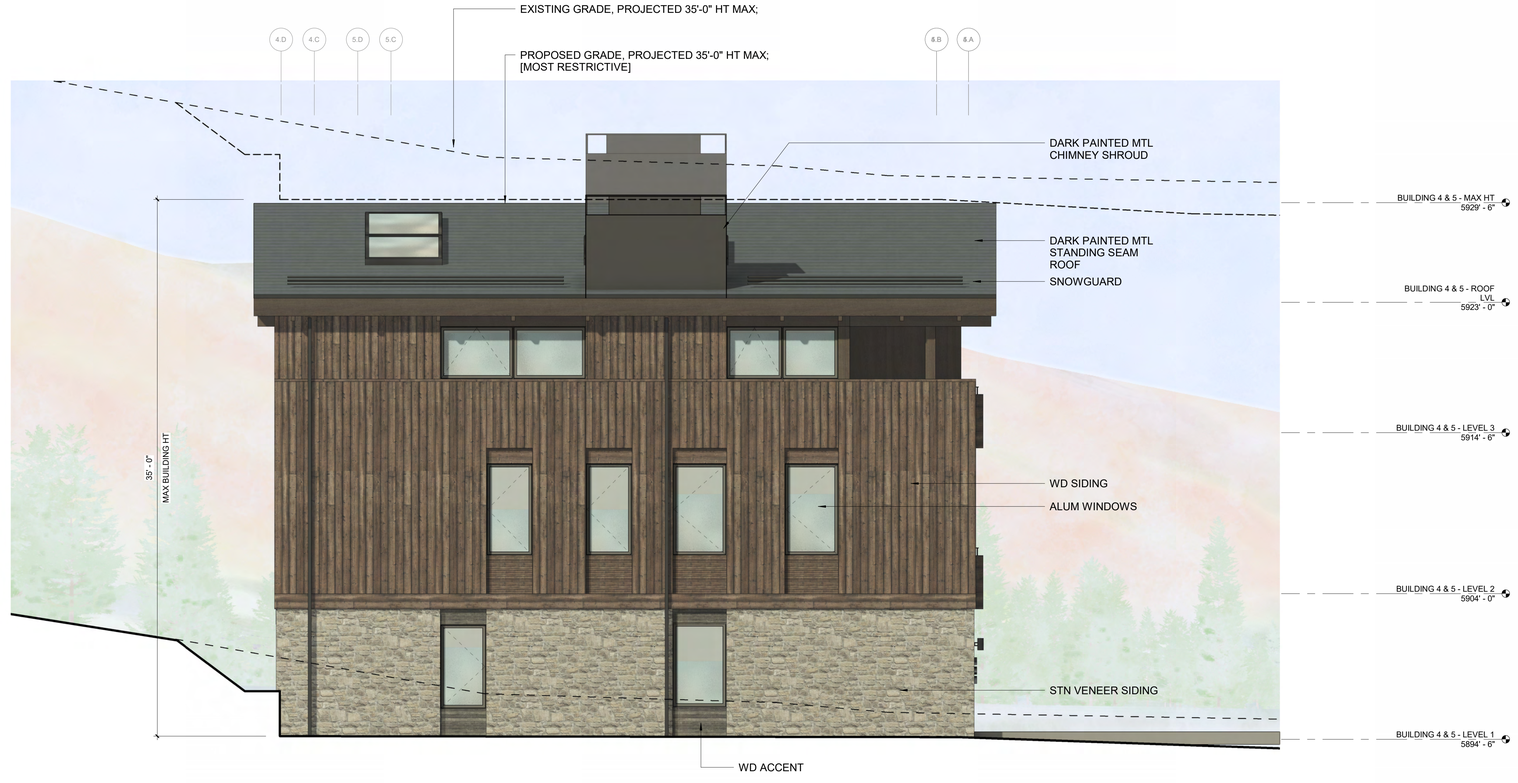
DRAWING NUMBER:

A-303

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2 | 1/4" = 1'-0" | **BUILDING 4 & 5 / ELEVATION - EAST**



1 | 1/4" = 1'-0" | **BUILDING 4 / ELEVATION - SOUTH**

WARM SPRINGS TOWNHOMES KETCHUM, ID

OWNER:

108-110 RITCHIE LLC
P.O. BOX 14001-174
KETCHUM, ID 83340
TEL: 603.801.0419

BUILDING ARCHITECT:

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TEL: 213.784.0014

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PROJECT:

WARM SPRINGS TOWNHOMES KETCHUM, ID

108 & 110 RITCHIE DR.
KETCHUM, IDAHO

DRAWING TITLE:

BUILDING ELEVATIONS - BUILDING 4 & 5

SEAL:

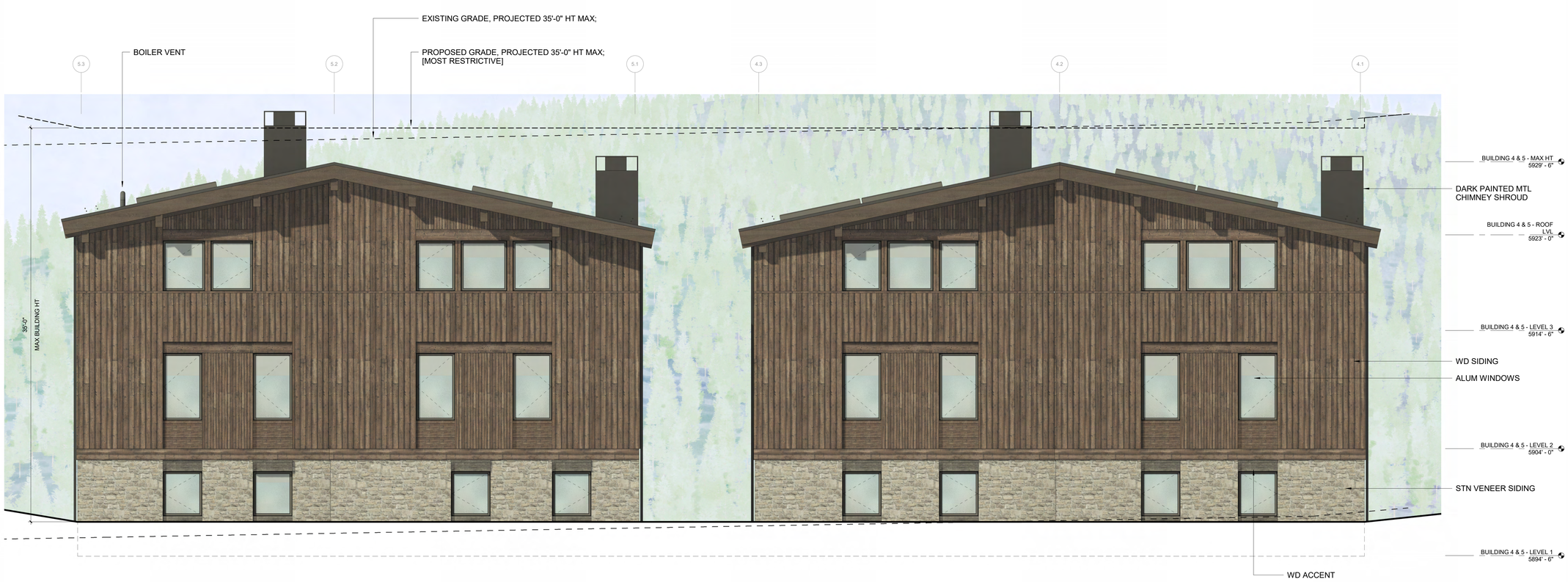
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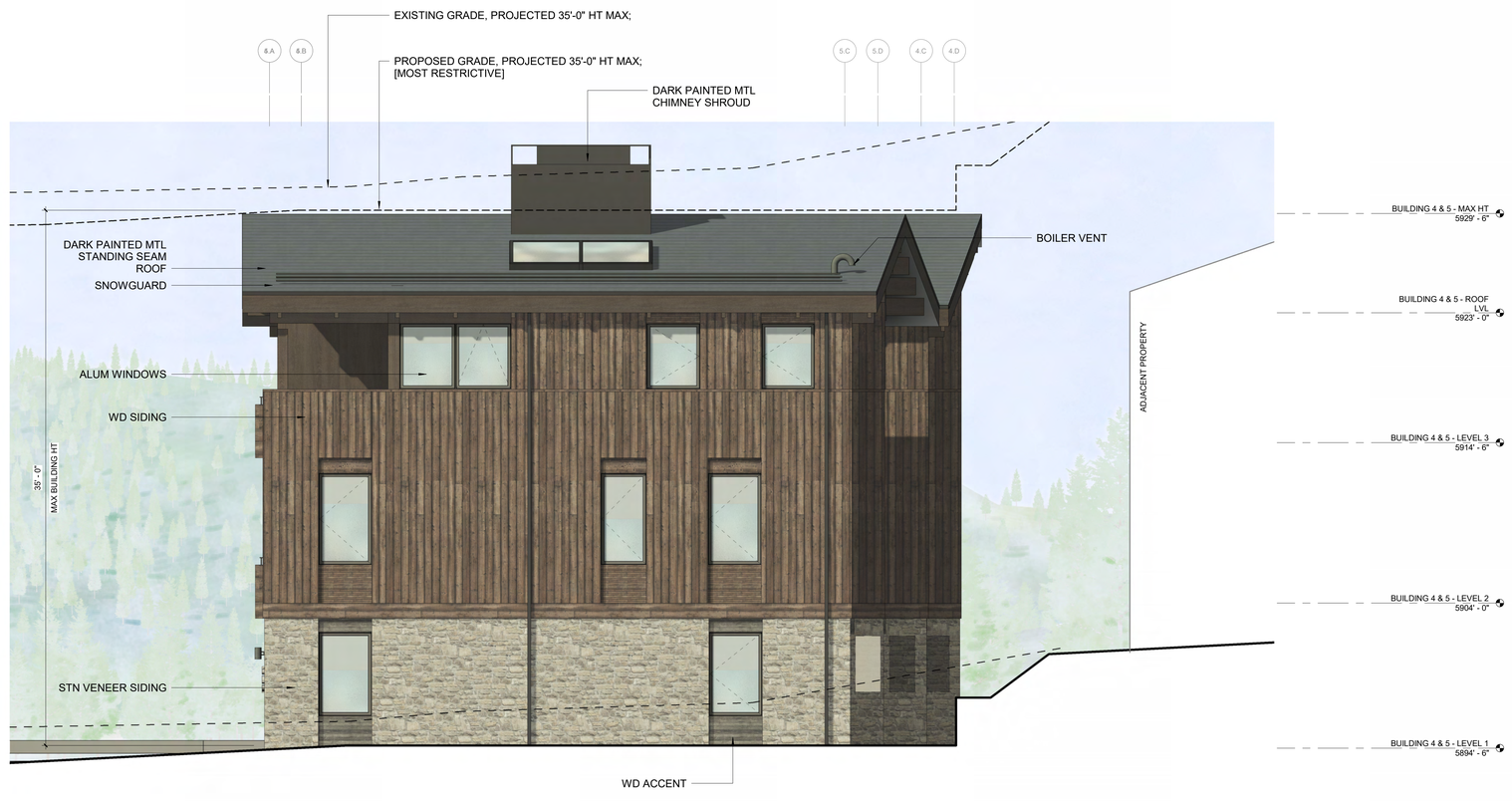
DRAWING NUMBER:

A-304

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2 | 1/4" = 1'-0" | **BUILDING 4 & 5 / ELEVATION - WEST**



1 | 1/4" = 1'-0" | **BUILDING 5 / ELEVATION - NORTH**

WARM SPRINGS TOWNHOMES KETCHUM, ID

OWNER:

108-110 RITCHIE LLC
P.O. BOX 14001-174
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TEL: 603.801.0419

BUILDING ARCHITECT:

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MECHANICAL, ELECTRICAL, PLUMBING ENGINEER:

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LANDSCAPE ARCHITECT:

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PROJECT:

WARM SPRINGS TOWNHOMES KETCHUM, ID

108 & 110 RITCHIE DR.
KETCHUM, IDAHO

DRAWING TITLE:

BUILDING ELEVATIONS - BUILDING 4 & 5

SEAL:

PROJECT NUMBER

2305

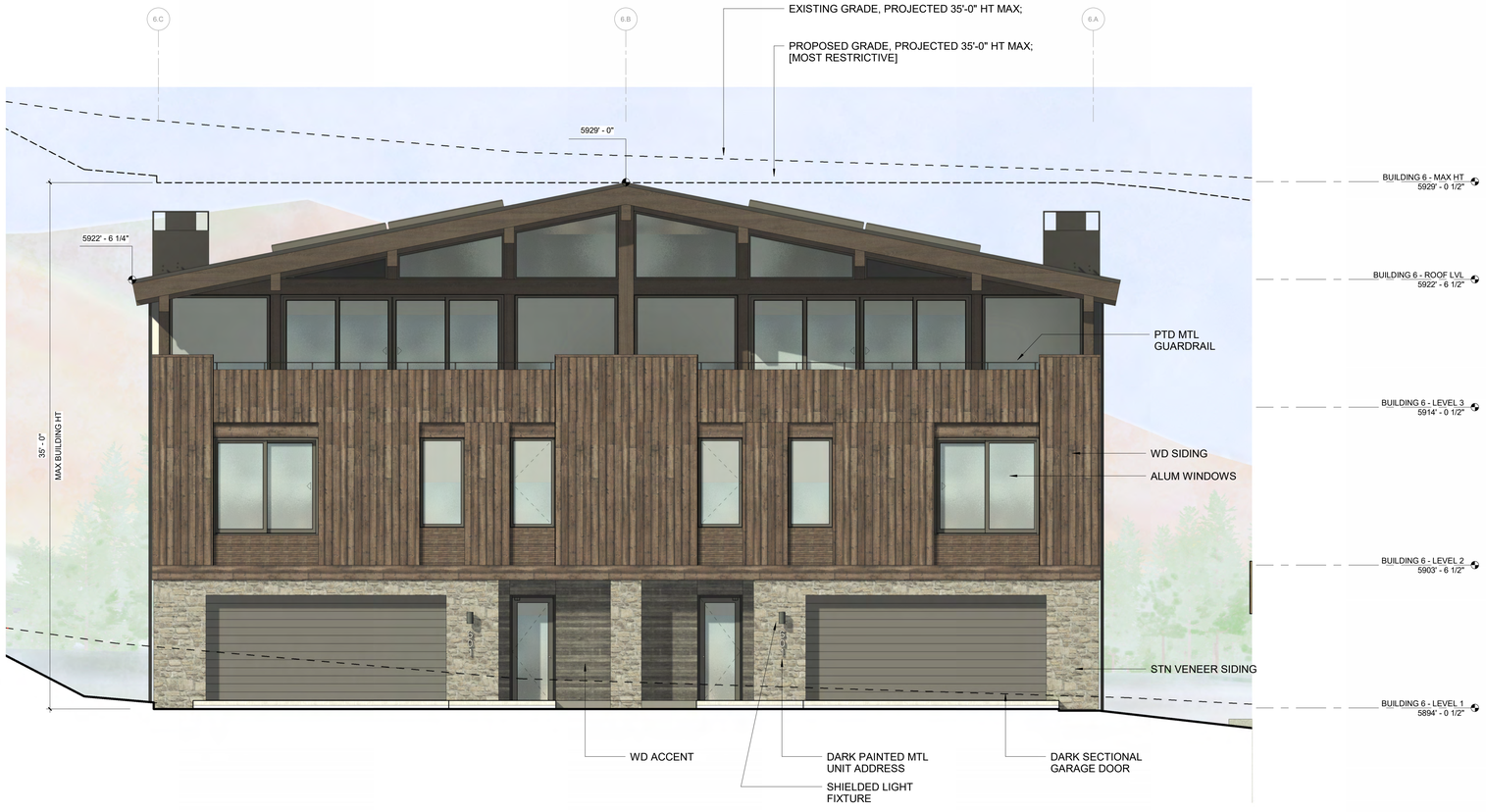
DRAWING NUMBER:

A-305

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2 | 1/4" = 1'-0" | **BUILDING 6 / ELEVATION - EAST**



1 | 1/4" = 1'-0" | **BUILDING 6 / ELEVATION - SOUTH**

WARM SPRINGS TOWNHOMES KETCHUM, ID

OWNER:

108-110 RITCHIE LLC
P.O. BOX 14001-174
KETCHUM, ID 83340
TEL: 603.801.0419

BUILDING ARCHITECT:

RO | ROCKETT DESIGN
1031 W. MANCHESTER BLVD. UNIT 6
INGLEWOOD, CA 90301
TEL: 213.784.0014

STRUCTURAL ENGINEER:

ZFA STRUCTURAL ENGINEERS
601 MONTGOMERY STREET SUITE 1450
SAN FRANCISCO, CA 94111
TEL: 415.243.4091

MECHANICAL, ELECTRICAL, PLUMBING ENGINEER:

PROFICIENT ENGINEERING
4704 HARLAN STREET SUITE 620
DENVER, CO 80212
TEL: 720.779.3556

CIVIL ENGINEER:

GALENA BENCHMARK ASSOCIATES
100 BELL DRIVE SUITE C
KETCHUM, ID 83340
TEL: 208.726.9512

LANDSCAPE ARCHITECT:

EGGERS ASSOCIATES
560 NORTH 2ND AVENUE
KETCHUM, ID 83340
TEL: 208.725.0988

ISSUE	DESCRIPTION	DATE
1	DESIGN REVIEW APP	25.09.09
2	DESIGN REVIEW APP REV	25.10.14
3	DESIGN REVIEW APP REV	25.12.09

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PROJECT:

WARM SPRINGS TOWNHOMES KETCHUM, ID

108 & 110 RITCHIE DR.
KETCHUM, IDAHO

DRAWING TITLE:

BUILDING ELEVATIONS - BUILDING 6

SEAL:

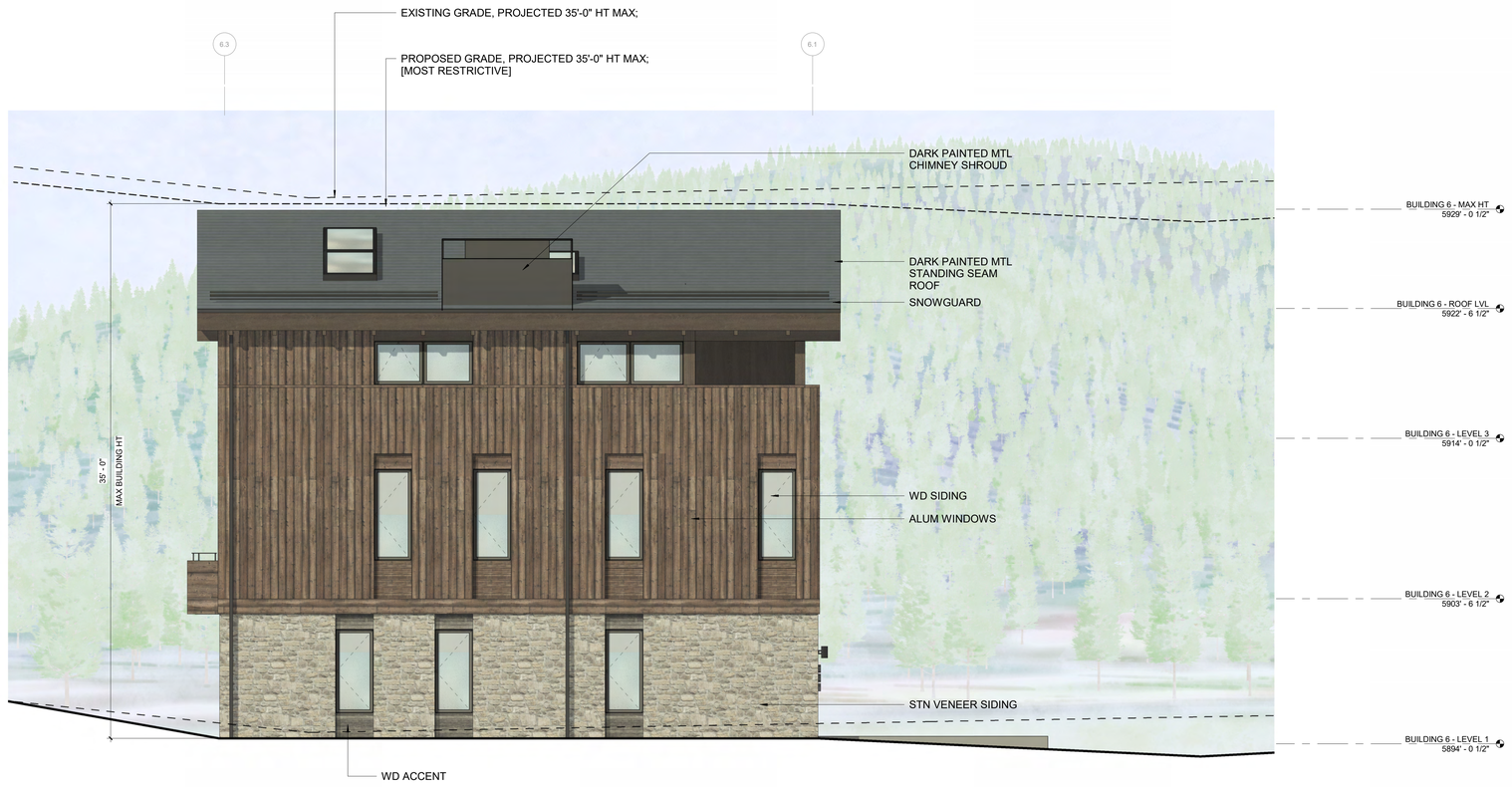
PROJECT NUMBER

2305

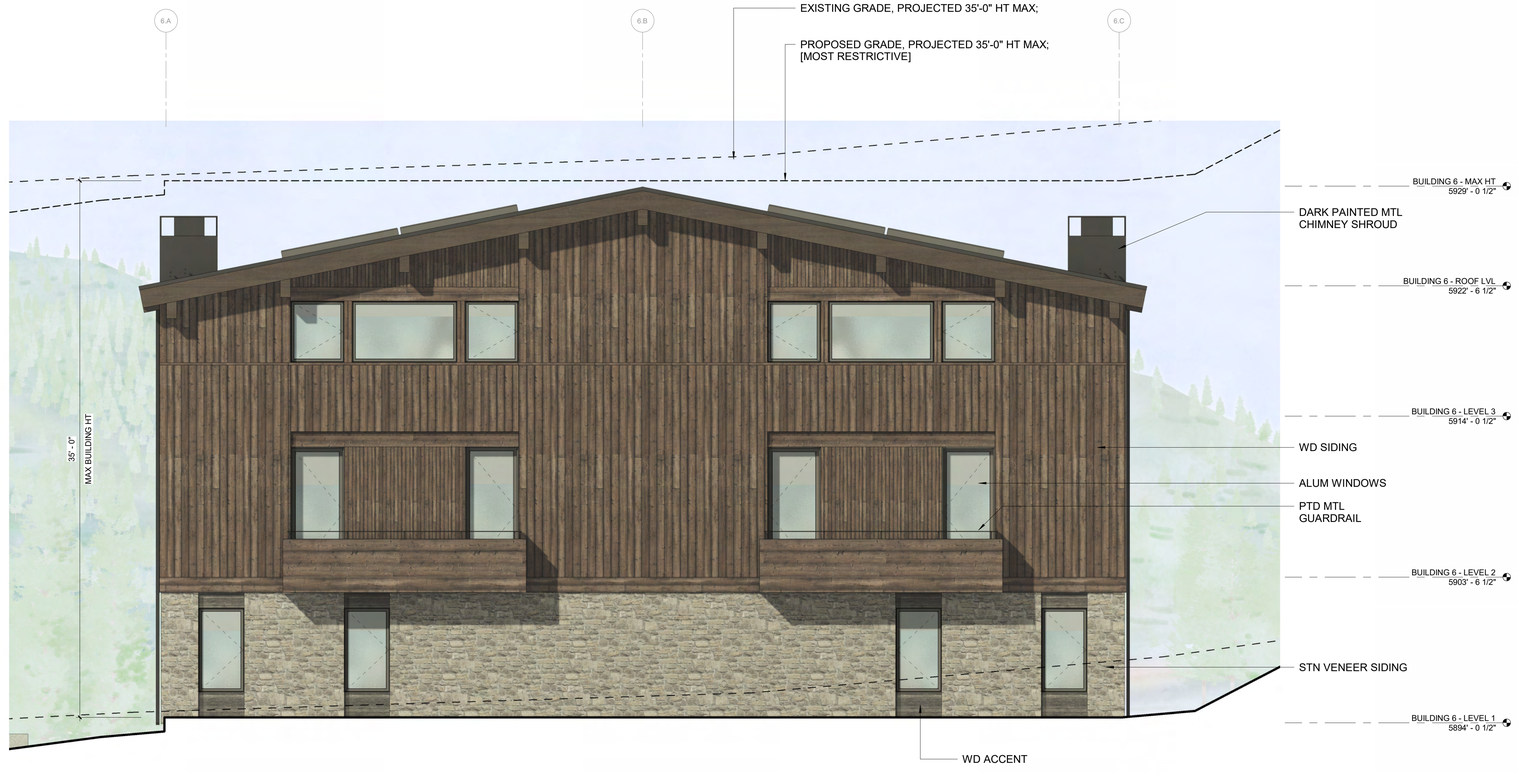
DRAWING NUMBER:

A-306

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2 | 1/4" = 1'-0" | **BUILDING 6 / ELEVATION - WEST**



1 | 1/4" = 1'-0" | **BUILDING 6 / ELEVATION - NORTH**

WARM SPRINGS TOWNHOMES KETCHUM, ID

OWNER:

108-110 RITCHIE LLC
P.O. BOX 14001-174
KETCHUM, ID 83340
TEL: 603.801.0419

BUILDING ARCHITECT:

RO | ROCKETT DESIGN
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INGLEWOOD, CA 90301
TEL: 213.784.0014

STRUCTURAL ENGINEER:

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SAN FRANCISCO, CA 94111
TEL: 415.243.4091

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CIVIL ENGINEER:

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LANDSCAPE ARCHITECT:

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PROJECT:

WARM SPRINGS TOWNHOMES KETCHUM, ID

108 & 110 RITCHIE DR.
KETCHUM, IDAHO

DRAWING TITLE:

BUILDING ELEVATIONS - BUILDING 6

SEAL:

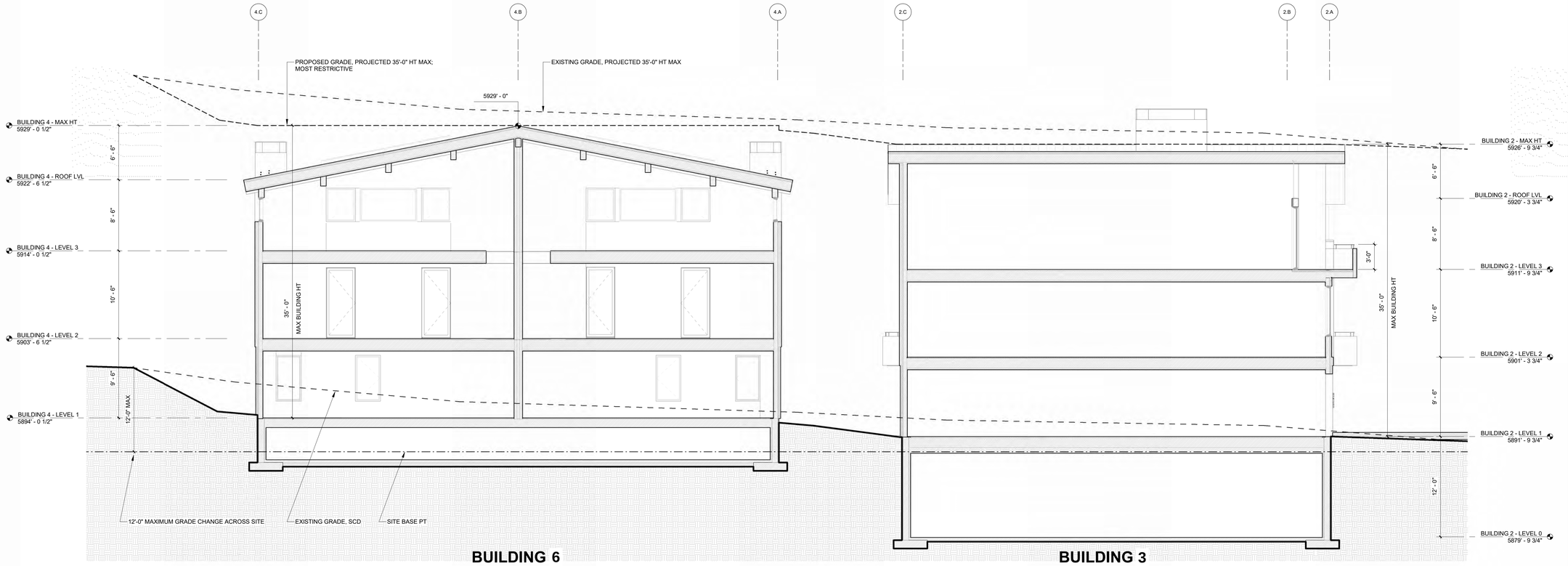
PROJECT NUMBER

2305

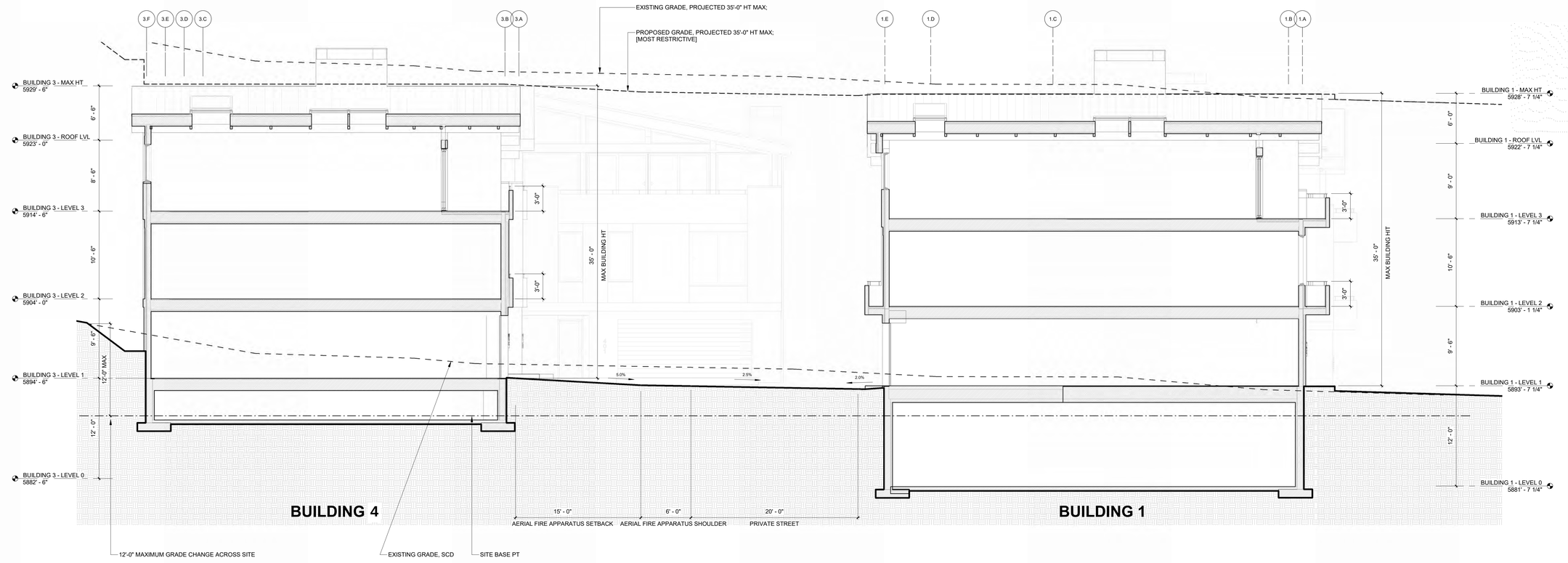
DRAWING NUMBER:

A-307

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2 | 3/16" = 1'-0" | **BUILDING SECTION - EW B**



1 | 3/16" = 1'-0" | **BUILDING SECTION - EW A**

WARM SPRINGS TOWNHOMES KETCHUM, ID

OWNER:

108-110 RITCHIE LLC
P.O. BOX 14001-174
KETCHUM, ID 83340
TEL: 603.801.0419

BUILDING ARCHITECT:

RO | ROCKETT DESIGN
1031 W. MANCHESTER BLVD. UNIT 6
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STRUCTURAL ENGINEER:

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CIVIL ENGINEER:

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LANDSCAPE ARCHITECT:

EGGERS ASSOCIATES
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PROJECT:

WARM SPRINGS TOWNHOMES KETCHUM, ID

108 & 110 RITCHIE DR.
KETCHUM, IDAHO

DRAWING TITLE:

BUILDING SECTIONS

SEAL:

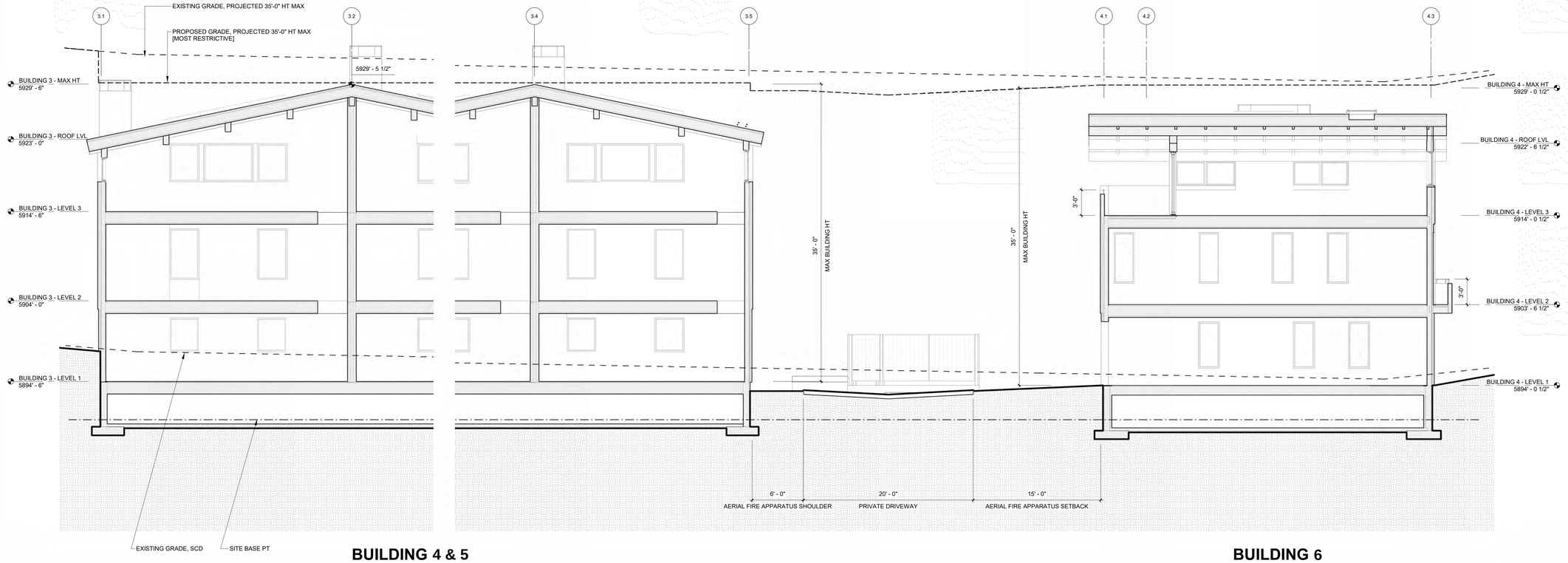
PROJECT NUMBER

2305

DRAWING NUMBER:

A-400

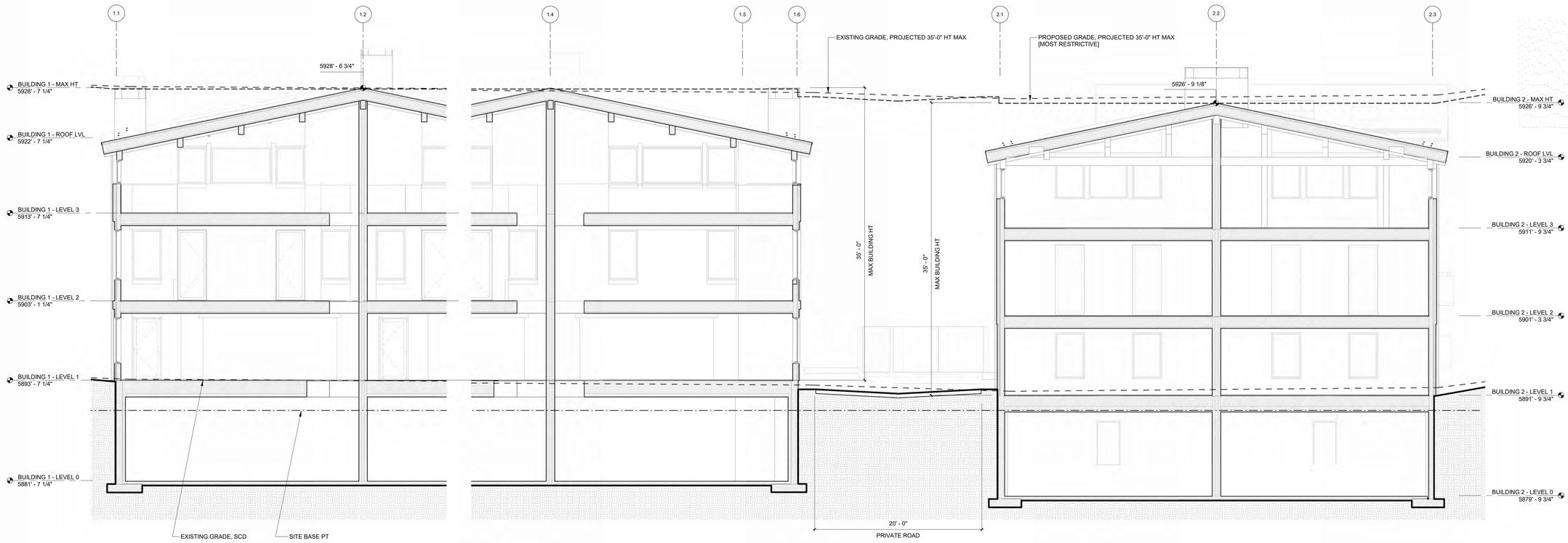
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BUILDING 4 & 5

BUILDING 6

2 | 3/16" = 1'-0" | **BUILDING SECTION - NS B**



BUILDING 1 & 2

BUILDING 3

1 | 3/16" = 1'-0" | **BUILDING SECTION - NS A**

WARM SPRINGS TOWNHOMES KETCHUM, ID

OWNER:

108-110 RITCHIE LLC
P.O. BOX 14001-174
KETCHUM, ID 83340
TEL: 603.801.0419

BUILDING ARCHITECT:

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LANDSCAPE ARCHITECT:

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PROJECT:

WARM SPRINGS TOWNHOMES KETCHUM, ID

108 & 110 RITCHIE DR.
KETCHUM, IDAHO

DRAWING TITLE:

BUILDING SECTIONS

SEAL:

PROJECT NUMBER

2305

DRAWING NUMBER:

A-401

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MEDIUM GREY, PARGED FIELD STONE



MEDIUM BROWN, RUSTIC TONGUE AND GROOVE WOOD SIDING W/ FACE NAILING



MEDIUM BROWN, RUSTIC WD BEAMS, FASCIA & ACCENTS



DARK, RUSTIC WD TONGUE AND GROOVE ACCENTS



DARK STANDING SEAM ROOF



DARK METAL TRIM & WINDOW FRAMES

WARM SPRINGS TOWNHOMES KETCHUM, ID

OWNER:

108-110 RITCHIE LLC
P.O. BOX 14001-174
KETCHUM, ID 83340
TEL: 603.801.0419

BUILDING ARCHITECT:

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PROJECT:

WARM SPRINGS TOWNHOMES KETCHUM, ID

108 & 110 RITCHIE DR.
KETCHUM, IDAHO

DRAWING TITLE:

MATERIALS

SEAL:

PROJECT NUMBER

2305

DRAWING NUMBER:

A-500

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2 | 12" = 1'-0" | **SITE ELEVATION - EAST**



1 | 12" = 1'-0" | **SITE ELEVATION - SOUTH**

WARM SPRINGS TOWNHOMES KETCHUM, ID

OWNER:

108-110 RITCHIE LLC
P.O. BOX 14001-174
KETCHUM, ID 83340
TEL: 603.801.0419

BUILDING ARCHITECT:

RO | ROCKETT DESIGN
1031 W. MANCHESTER BLVD. UNIT 6
INGLEWOOD, CA 90301
TEL: 213.784.0014

STRUCTURAL ENGINEER:

ZFA STRUCTURAL ENGINEERS
601 MONTGOMERY STREET SUITE 1450
SAN FRANCISCO, CA 94111
TEL: 415.243.4091

MECHANICAL, ELECTRICAL, PLUMBING ENGINEER:

PROFICIENT ENGINEERING
4704 HARLAN STREET SUITE 620
DENVER, CO 80212
TEL: 720.779.3556

CIVIL ENGINEER:

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100 BELL DRIVE SUITE C
KETCHUM, ID 83340
TEL: 208.726.9512

LANDSCAPE ARCHITECT:

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PROJECT:

WARM SPRINGS TOWNHOMES KETCHUM, ID

108 & 110 RITCHIE DR.
KETCHUM, IDAHO

DRAWING TITLE:

RENDERED ELEVATIONS

SEAL:

PROJECT NUMBER

2305

DRAWING NUMBER:

G-120

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2 | 12" = 1'-0" | **SITE ELEVATION - WEST**



1 | 12" = 1'-0" | **SITE ELEVATION - NORTH**

WARM SPRINGS TOWNHOMES KETCHUM, ID

OWNER:

108-110 RITCHIE LLC
P.O. BOX 14001-174
KETCHUM, ID 83340
TEL: 603.801.0419

BUILDING ARCHITECT:

RO | ROCKETT DESIGN
1031 W. MANCHESTER BLVD. UNIT 6
INGLEWOOD, CA 90301
TEL: 213.784.0014

STRUCTURAL ENGINEER:

ZFA STRUCTURAL ENGINEERS
601 MONTGOMERY STREET SUITE 1450
SAN FRANCISCO, CA 94111
TEL: 415.243.4091

MECHANICAL, ELECTRICAL, PLUMBING ENGINEER:

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4704 HARLAN STREET SUITE 620
DENVER, CO 80212
TEL: 720.779.3556

CIVIL ENGINEER:

GALENA BENCHMARK ASSOCIATES
100 BELL DRIVE SUITE C
KETCHUM, ID 83340
TEL: 208.726.9512

LANDSCAPE ARCHITECT:

EGGERS ASSOCIATES
560 NORTH 2ND AVENUE
KETCHUM, ID 83340
TEL: 208.725.0988

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PROJECT:

WARM SPRINGS TOWNHOMES KETCHUM, ID

108 & 110 RITCHIE DR.
KETCHUM, IDAHO

DRAWING TITLE:

RENDERED ELEVATIONS

SEAL:

PROJECT NUMBER

2305

DRAWING NUMBER:

G-121

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VIEW FROM NW RITCHIE DRIVE



VIEW FROM ACROSS RITCHIE DRIVE

WARM SPRINGS TOWNHOMES KETCHUM, ID

OWNER:

108-110 RITCHIE LLC
P.O. BOX 14001-174
KETCHUM, ID 83340
TEL: 603.801.0419

BUILDING ARCHITECT:

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INGLEWOOD, CA 90301
TEL: 213.784.0014

STRUCTURAL ENGINEER:

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TEL: 415.243.4091

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PROJECT:

WARM SPRINGS TOWNHOMES KETCHUM, ID

108 & 110 RITCHIE DR.
KETCHUM, IDAHO

DRAWING TITLE:

RENDERINGS

SEAL:

PROJECT NUMBER

2305

DRAWING NUMBER:

G-130

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VIEW FROM SE RITCHIE DRIVE



AERIAL VIEW

WARM SPRINGS TOWNHOMES KETCHUM, ID

OWNER:

108-110 RITCHIE LLC
P.O. BOX 14001-174
KETCHUM, ID 83340
TEL: 603.801.0419

BUILDING ARCHITECT:

RO | ROCKETT DESIGN
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INGLEWOOD, CA 90301
TEL: 213.784.0014

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PROJECT:

WARM SPRINGS TOWNHOMES KETCHUM, ID

108 & 110 RITCHIE DR.
KETCHUM, IDAHO

DRAWING TITLE:

RENDERINGS

SEAL:

PROJECT NUMBER

2305

DRAWING NUMBER:

G-131

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SIDEYARD VIEW OF BLDG 4 & BLDG 5 - FRONT



SIDEYARD VIEW OF BLDG 1 & BLDG 2 - REAR

WARM SPRINGS TOWNHOMES KETCHUM, ID

OWNER:

108-110 RITCHIE LLC
P.O. BOX 14001-174
KETCHUM, ID 83340
TEL: 603.801.0419

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PROJECT:

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DRAWING TITLE:

RENDERINGS

SEAL:

PROJECT NUMBER

2305

DRAWING NUMBER:

G-132

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GRAPHIC SCALE
0 10 20
Scale in Feet

LEGEND

- BLOCK BOUNDARY
- ADJOINER'S LOT LINE
- EASEMENT
- ROAD CENTERLINE
- 5' CONTOUR INTERVAL (EXISTING)
- 1' CONTOUR INTERVAL (EXISTING)
- FENCE LINE
- RETAINING WALL
- ASPHALT
- STORM DRAIN PROPOSED
- SAWCUT LINE
- 5' CONTOUR INTERVAL
- 1' CONTOUR INTERVAL

SITE IMPROVEMENT KEY NOTES

- S01 CONSTRUCT HEATED ASPHALT ROADWAY. SEE DETAIL TBD.
- S02 CONSTRUCT ASPHALT ROADWAY / ASPHALT REPAIR. SEE DETAIL TBD.
- S03 CONSTRUCT CONCRETE SIDEWALK, CURB AND GUTTER.
  - a. 6" ROLLED C&G
  - b. CURB TRANSITION
  - c. ZERO REVEAL CURB AND GUTTER
- S04 CONSTRUCT 24" WIDE HEATED CONCRETE VALLEY GUTTER
- S06 INSTALL HEATED SITE PAVERS. SEE LANDSCAPE PLAN FOR DETAILS.
- S07 INSTALL SITE GRASS PAVE. SEE LANDSCAPE PLAN FOR DETAILS.
- S08 CONSTRUCT DRYWELL. SEE DETAIL TBD. PROVIDE MIN. 12-24" SOIL COVER FOR PLANTINGS. REFER TO LANDSCAPE PLANS FOR SOIL COVER REQUIREMENTS.
- S09 CONSTRUCT 30" CATCH BASIN. SEE DETAIL TBD.
- S10 INSTALL TRENCH DRAIN.
- S11 SEE LANDSCAPE SHEETS FOR SITE GRADING AND BOULDER PLACEMENT.

GRADING & DRAINAGE PLAN
WARM SPRINGS VILLAGE SUB, 2ND ADD. REV. BLOCK 4, LOT 3A

LOCATED WITHIN SECTION 14, T.4 N., R.17 E., B.M., CITY OF KETCHUM, BLAINE COUNTY, IDAHO
PREPARED FOR: PRESIDIO VISTA PROPERTIES

PROJECT INFORMATION
G:\BMAIN\warm springs village\2nd addition\2nd Addition_REVISED\Block 4\23283 Lot 3A 108-110 Ritchie Dr\dwg\Construction\23283 CIVIL.dwg 10/03/25 9:31:29 AM

PROFESSIONAL ENGINEER — REGISTERED — 13788 — 10/3/25 — STATE OF IDAHO — JEFFREY LAMOUREUX

DESIGNED BY:	SLS
DRAWN BY:	SLS/PSF
CHECKED BY:	JL
SURVEY DATE:	06/12/22

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

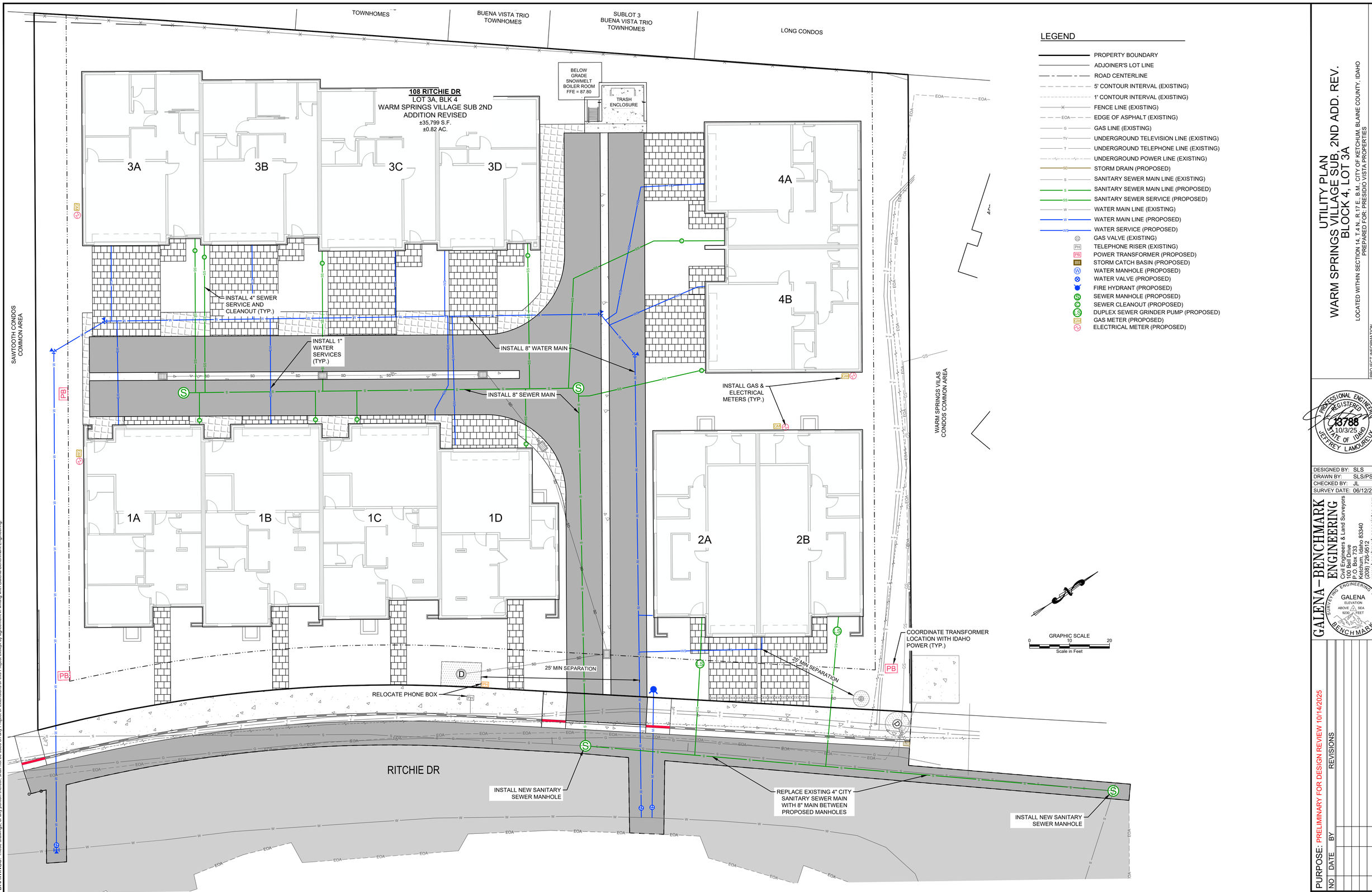
GALENA ELEVATION ABOVE SEA 9230 FEET — SURVEYING ENGINEERING PLANNING — BENCH MARK

PURPOSE: PRELIMINARY FOR DESIGN REVIEW 10/14/2025

NO	DATE	BY	REVISIONS

C1.00

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LEGEND

- PROPERTY BOUNDARY
- ADJOINER'S LOT LINE
- ROAD CENTERLINE
- 5' CONTOUR INTERVAL (EXISTING)
- 1' CONTOUR INTERVAL (EXISTING)
- FENCE LINE (EXISTING)
- EDGE OF ASPHALT (EXISTING)
- GAS LINE (EXISTING)
- UNDERGROUND TELEVISION LINE (EXISTING)
- UNDERGROUND TELEPHONE LINE (EXISTING)
- UNDERGROUND POWER LINE (EXISTING)
- STORM DRAIN (PROPOSED)
- SANITARY SEWER MAIN LINE (EXISTING)
- SANITARY SEWER MAIN LINE (PROPOSED)
- SANITARY SEWER SERVICE (PROPOSED)
- WATER MAIN LINE (EXISTING)
- WATER MAIN LINE (PROPOSED)
- WATER SERVICE (PROPOSED)
- GAS VALVE (EXISTING)
- TELEPHONE RISER (EXISTING)
- POWER TRANSFORMER (PROPOSED)
- STORM CATCH BASIN (PROPOSED)
- WATER MANHOLE (PROPOSED)
- WATER VALVE (PROPOSED)
- FIRE HYDRANT (PROPOSED)
- SEWER MANHOLE (PROPOSED)
- SEWER CLEANOUT (PROPOSED)
- DUPLEX SEWER GRINDER PUMP (PROPOSED)
- GAS METER (PROPOSED)
- ELECTRICAL METER (PROPOSED)

UTILITY PLAN
WARM SPRINGS VILLAGE SUB, 2ND ADD. REV. BLOCK 4, LOT 3A

LOCATED WITHIN SECTION 14, T.4 N., R.17 E., B.M., CITY OF KETCHUM, BLAINE COUNTY, IDAHO
PREPARED FOR: PRESIDIO VISTA PROPERTIES

PROJECT INFORMATION
G:\BM\AW\warm springs village\2nd addition\2nd Addition, REVISED\Block 4\23283 Lot 3A 108-110 Ritchie Dr\dwg\Construction\23283 CIVIL.dwg 10/03/25 8:31:29 AM

PROFESSIONAL ENGINEER REGISTERED 13788 10/3/25 STATE OF IDAHO JEFFREY LAMOUREUX

DESIGNED BY:	SLS
DRAWN BY:	SLS/PSF
CHECKED BY:	JL
SURVEY DATE:	06/12/22

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Civil Engineers & Land Surveyors
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Ketchum, Idaho 83340
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GALENA ELEVATION ABOVE SEA 9230 FEET

PURPOSE: PRELIMINARY FOR DESIGN REVIEW 10/14/2025

NO	DATE	BY	REVISIONS

C2.00

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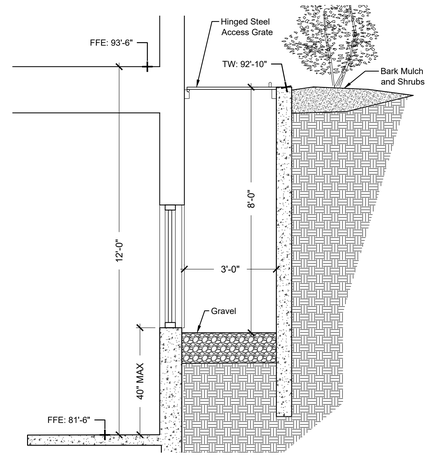


Plan Legend

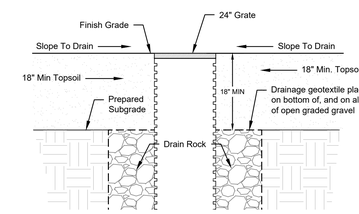
- Property Line
- 5787 Existing Contour
- 95 Proposed Contour
- New Fence
- Boulder Retaining
- Grass Pave
- Pavers
- Concrete
- Gravel
- Lawn Grass
- Natural Grass
- Perennials and Groundcover
- Drywell
- Catch Basin
- Drainage Swale

Grading Abbreviations

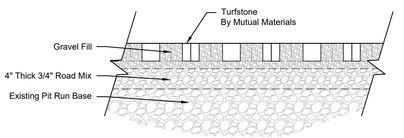
EL	SPOT ELEVATION
FFE	FINISHED FLOOR ELEVATION
HP	HIGH POINT
HPS	HIGH POINT OF SWALE
TS	TOP OF STAIR
BS	BOTTOM OF STAIR
TW	TOP OF WALL
BW	BOTTOM OF WALL
DI	DRAIN INLET ELEVATION
DW	DRYWELL RIM ELEVATION
TC	TOP OF CURB
BC	BOTTOM OF CURB
FG	FINISHED GRADE



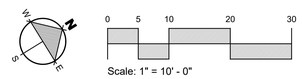
1 Section: Typical Window Well — Scale: 1/2" = 1'-0"



2 Section: Drywell Landscape Integration — Scale: 1/2" = 1'-0"



Detail: Turfstone (Grassblock) — Scale: Not to Scale



/DESIGN REVIEW RESUBMITTAL - 10/03/25

Warm Springs

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P.O. Box 955
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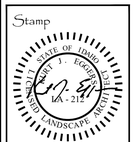
Job No: 23.31

Scale: 1"=10'-0"

Issue/Revisions:	Date:
Concept Update	07/18/24
Design Review	11/06/24
DR Resubmission	03/14/25
DR Resubmission	06/25/25
DR Resubmission	07/17/25
DR Resubmission	08/06/25
DR Resubmission	10/03/25

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Sheet Title: Grading Plan

Sheet No: L2.0

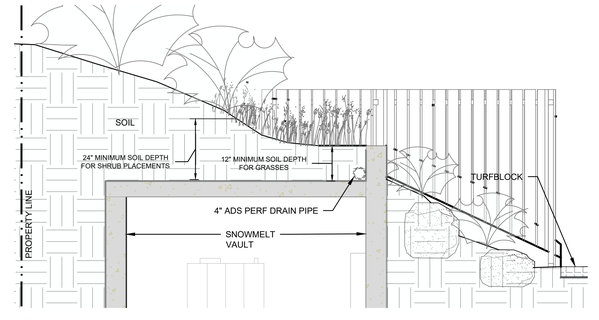


Plan Legend

- Property Line
- 5787 Existing Contour
- 95 Proposed Contour
- New Fence
- Drainage Swale
- Boulder Retaining
- Drywell
- Catch Basin
- Grass Pave
- Pavers
- Concrete
- Bark Mulch
- Low Height Native Grasses
- Natural Grass
- Perennials and Groundcover

Plant Legend

Qty.	Species	Scientific Name	Install Size	Mature Size	Drought Tolerance Water Needs
12	***Conifer Trees***				
2	Colorado Spruce	*Picea pungens*	8'	25'-30'	*medium*
5	Subalpine Fir	*Abies lasiocarpa*	8'	20'-25'	*medium*
5	'Tannenbaum' Mugo Pine	*Pinus mugo (Tannenbaum)*	8'	10'-12'	*low*
15	***Deciduous Trees***	***2-1/2-3" Cal.***			
7	Prairifire Crabapple	*Malus x 'Prairifire'*	2-1/2" Cal.	10'-15'	*low*
8	Sargent's Crabapple	*Malus sargentii*	2-1/2" Cal.	10'-15'	*low*
126	***Deciduous Shrubs***				
36	Flame Amur Maple	*Acer ginnala 'Flame*	5 Gal	6'-8'	*medium*
30	Serviceberry	*Amelanchier alnifolia*	5 Gal	4'-6'	*medium*
30	Snowberry	*Symphoricarpos alba*	5 Gal	4'-6'	*medium*
30	Red-twig Dogwood	*Cornus sericea*	5 Gal	4'-6'	*medium*
50	Birchleaf Spirea	*Spiraea betulifolia 'Tor'*	1 Gal	3'	*medium*
50	Goldfinger Potentilla	*Potentilla fruticosa 'Goldfinger'*	1 Gal	3'	*medium*
31	***Evergreen Shrubs***				
31	Dwarf Mugo Pine	*Pinus mugo var. pumilio*	5 Gal	4'-6'	*low*
600 sq.ft.	Various	***Perennial Flowers***	***Flats@8"O.C.***		
2,900 sq.ft.		***Grasses*** Lawn Mix	***Hydroseed***		
3,000 sq.ft.		***Natural Grasses*** Smooth Broome	***Hydroseed***		



2 Section: Soil Depth Above Vault — Scale: 1/2" = 1'-0"

N W E S

0 5 10 20 30

Scale: 1" = 10' - 0"

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DR Resubmission	10/03/25

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Sheet Title: Landscape Plan

Sheet No: L3.0

GALENA TOWNHOMES

SUBLOT 1 BUENA VISTA TRIO TOWNHOMES

SUBLOT 2 BUENA VISTA TRIO TOWNHOMES

SUBLOT 3 BUENA VISTA TRIO TOWNHOMES

LONG CONDOS

SAWTOOTH CONDOS COMMON AREA

6' HIGH FENCING

3A 3B 3C 3D

BUILDING 3

FFE 5894.5

4A

BUILDING4

FFE 5894.05

4B

APPROX BUILDING

WARM SPRINGS VILAS CONDOS COMMON AREA

6' HIGH FENCING

APPROX BUILDING

APPROX BUILDING

108 RITCHIE DR
LOT 3A, BLK 4
WARM SPRINGS VILLAGE SUB 2ND ADDITION REVISED
±35,799 S.F.
±0.82 AC.

BUILDING 1

FFE 5893.6

1A 1B 1C 1D

BUILDING 2

FFE 5891.81

2A 2B

30' FROM PROPERTY LINE
4' HIGH FENCING

30' FROM PROPERTY LINE
4' HIGH FENCING

TRASH ADJACENT

EDGE OF EXISTING ASHPALT

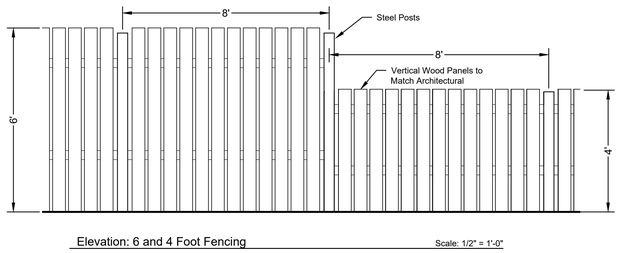
RITCHIE DRIVE

Plan Legend

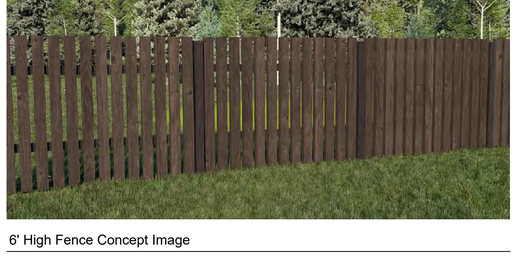
- Property Line
- 5787 Existing Contour
- 95 Proposed Contour
- Grass Pave
- Pavers
- Concrete

Fence Legend

- 6 Foot High Fence
- 4 Foot High Fence



Elevation: 6 and 4 Foot Fencing Scale: 1/2" = 1'-0"



6' High Fence Concept Image

N W E S

0 5 10 20 30

Scale: 1" = 10' - 0"

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Lots 3 & 4
Warm Springs Village Subd.
Ketchum, Idaho

Job No: 23.31

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DR Resubmission	10/03/25

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COMMONWEALTH OF IDAHO TIMOTHY J. EGGERS REGISTERED LANDSCAPE ARCHITECT LA - 212

Sheet Title: Fencing Plan

Sheet No: L3.2



Flowering Crab Trees (8 Feet Installation Height)





Fir Tree (6 - 8 Feet Installation Height)



Spruce Tree (6 - 8 Feet Installation Height)



Mugo Pine Tree (6 - 8 Feet Installation Height)



Streetside Example: Low Natural Grass (Scottish Links)

PLANT MATERIALS









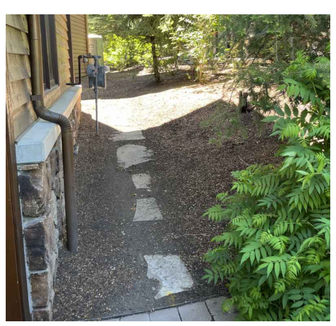




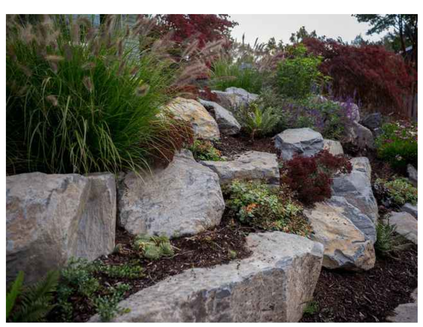
STREET PLANTING EXAMPLES



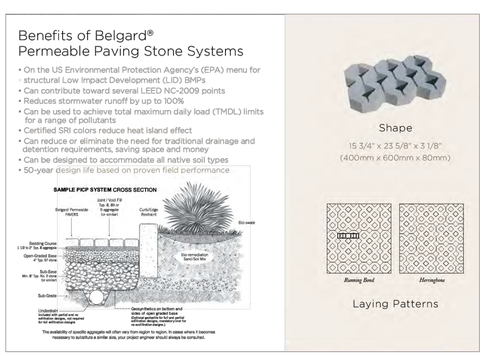
Transformer Screening



Bark Mulch and Path



Landscape Boulders With Plantings



Driveable Permeable Pavers / Filled with Decorative Gravel

HARDSCAPE MATERIALS

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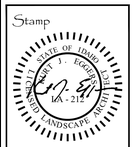
Job No: 23.31

Scale:

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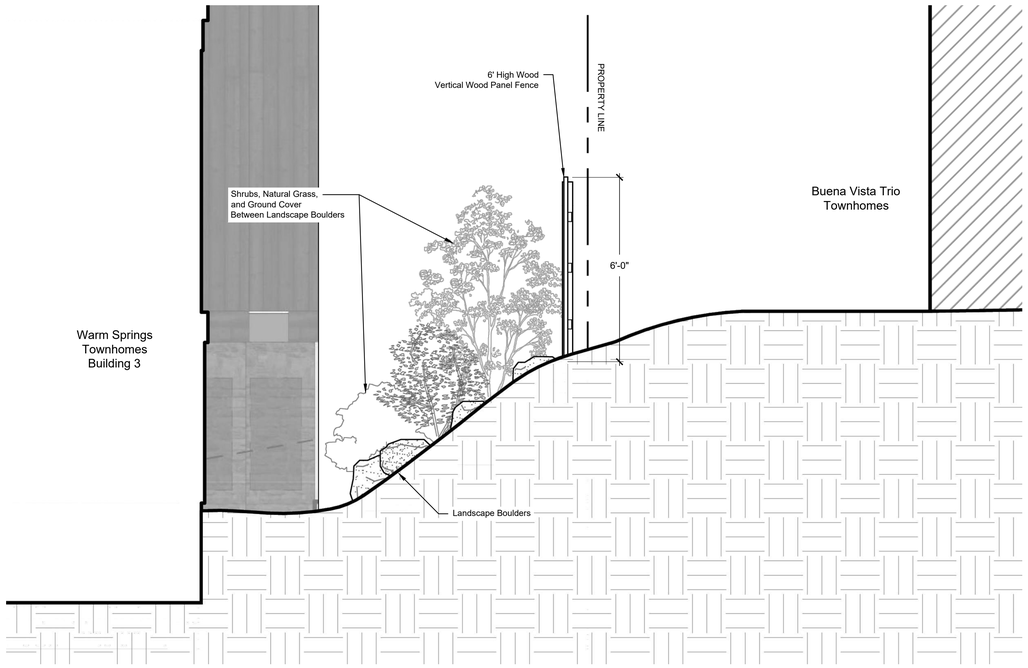
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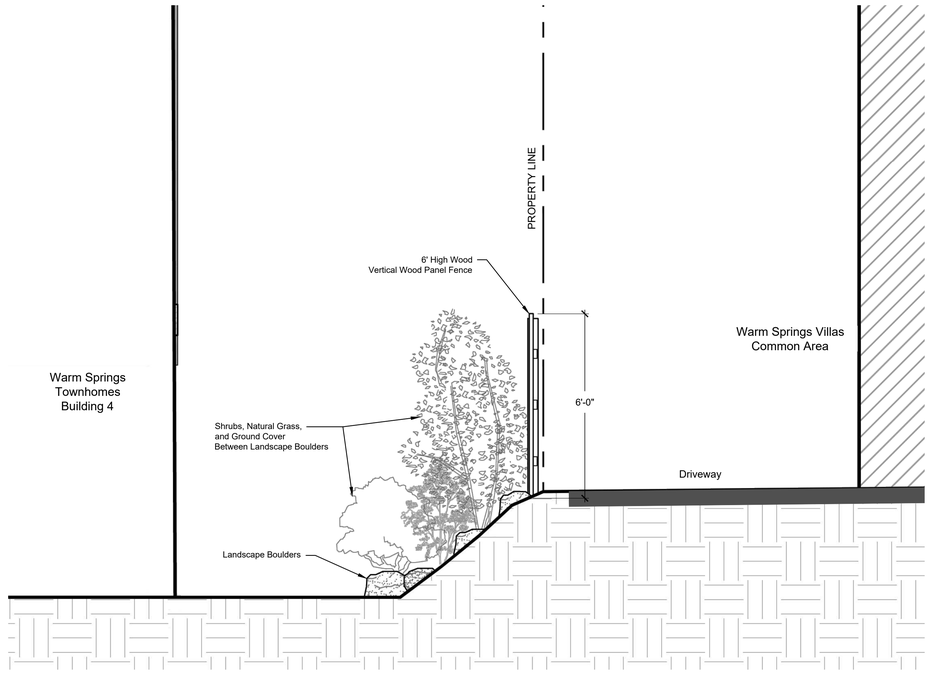


Sheet Title: Plant Materials

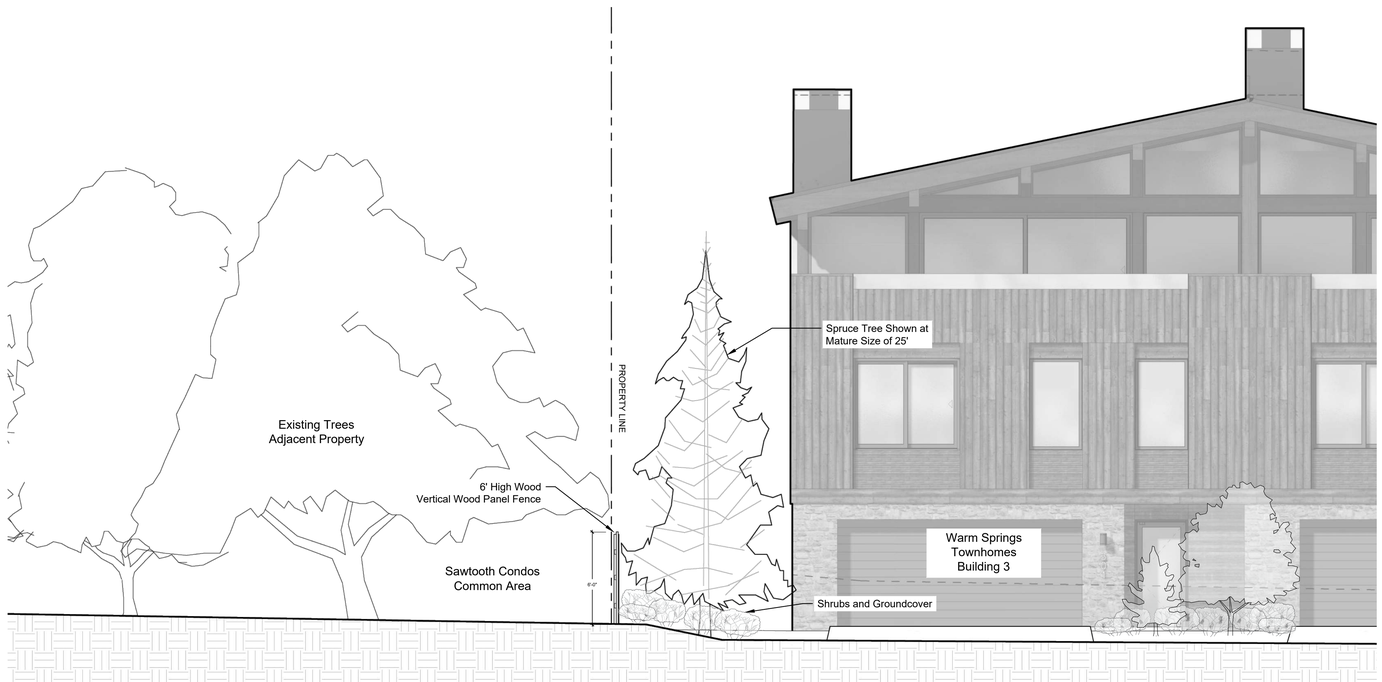
Sheet No: L4.0



1 Section: Building 3 Scale: 1/2" = 1'-0"



2 Section: Adjacent Driveway & Building 4 Scale: 1/2" = 1'-0"



3 Elevation: Adjacent Common Area & Building 3 Scale: 1/4" = 1'-0"

DESIGN REVIEW RESUBMITTAL - 10/03/25

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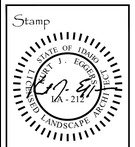
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Scale:

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DR Resubmission	10/03/25

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Sheet Title: Site Sections

Sheet No: L5.0

ABBREVIATIONS

CD	CONDENSATE DRAIN	MV	MIXING VALVE
CONT	CONTINUATION	O/H	OVERHEAD
CW	COLD WATER	G	NATURAL GAS
DN	DOWN	PD	PUMPED DISCHARGE
ET	EXPANSION TANK	PRV	PRESSURE REDUCING VALVE
EWC	ELECTRIC WATER COOLER	RP	RECIRCULATION PUMP
ex.	EXISTING	S, SAN	SANITARY
FCO	FLOOR CLEANOUT	SH	SHOWER
FD	FLOOR DRAIN	SK	SINK
FHB	FREEZEPROOF HOSE BIBB	TP	TRAP PRIMER
FS	FLOOR SINK	TYP	TYPICAL
FRH	FREEZEPROOF ROOF HYDRANT	UR	URINAL
FWH	FREEZEPROOF WALL HYDRANT	V	VENT
GCO	GRADE CLEANOUT	VTR	VENT THROUGH ROOF
GI	GREASE INTERCEPTOR	WC	WATER CLOSET
HB	HOSE BIBB	W.C.	WATER COLUMN
HD	HUB DRAIN	WCO	WALL CLEANOUT
HWS	HOT WATER SUPPLY	WHA	WATER HAMMER ARRESTER
HWR	HOT WATER RETURN	WMB	WASHING MACHINE BOX

LEGEND

	COLD WATER PIPE
	HOT WATER PIPE
	HOT WATER RETURN PIPE
S	SANITARY PIPE
	VENT PIPE
G	NATURAL GAS PIPE
GW	GREASE WASTE PIPE
	PIPE UP / PIPE DOWN
	PIPE TEE FROM TOP / TEE FROM BOTTOM
	PIPE CAP / PIPE CONTINUATION
	DIRECTIONAL FLOW ARROW
	BALL VALVE / CHECK VALVE
	MIXING VALVE / PRESSURE REDUCING VALVE
	FLOOR DRAIN / FLOOR SINK
	WATER HAMMER ARRESTOR
	GAS COCK / GAS SOLENOID VALVE
	P-TRAP
	HUB DRAIN
	FLOOR CLEANOUT / GRADE CLEANOUT
	VENT THROUGH ROOF
	PIPE CLEANOUT / WALL CLEANOUT

LEGEND

SYMBOLS	DESCRIPTION
	DUCT UP
	DUCT UP
	DUCT DOWN
UNIT #	EQUIPMENT TYPE EQUIPMENT NUMBER. WHERE A LETTER IS USED, THERE ARE MULTIPLE INSTANCES.

SPECIFICATIONS

IT IS THE CONTRACTOR'S RESPONSIBILITY TO CONTACT THE LOCAL GAS UTILITY PROVIDER TO CONFIRM THE AVAILABILITY OF THE INDICATED DESIGN DELIVERY PRESSURE PRIOR TO COMMENCING WORK.

ALL GAS PIPING SHALL BE INSTALLED IN STRICT ACCORDANCE WITH THE INTERNATIONAL FUEL GAS CODE AND NFPA 54.

ABOVE GRADE GAS PIPING SHALL BE SCHEDULE 40 BLACK STEEL (ASTM A53/A53M). FITTINGS SHALL BE ASME B16.3 MALLEABLE IRON OR ASTM A234/A234M WROUGHT STEEL WELDING TYPE. JOINTS SHALL BE THREADED OR WELDED TO ASME B31.1.

BELOW GRADE GAS PIPING SHALL BE FLEXIBLE POLYETHYLENE TUBING AND SHALL COMPLY WITH ASTM D2513 AND CSA B137.4, AND SHALL BE INSTALLED IN ACCORDANCE WITH IFGC SECTION 402.11.2. PROVIDE MANUFACTURED RISER ASSEMBLY TO TRANSITION FROM TUBING TO ABOVEGROUND METALLIC PIPING.

SHUTOFF VALVES SHALL BE PROVIDED AND LOCATED IN PLACES SO AS TO PROVIDE ACCESS FOR OPERATION AND SHALL BE INSTALLED SO AS TO BE PROTECTED FROM DAMAGE.

ALL GAS FIRED APPLIANCES ARE PROVIDED WITH A GAS PRESSURE OF 7"W.C. AT FINAL EQUIPMENT CONNECTION. IF 7"W.C. EXCEEDS EQUIPMENTS SPECIFIC INLET PRESSURE REQUIREMENT, CONTRACTOR SHALL PROVIDE APPROPRIATE PRESSURE REGULATING VALVE.

GAS PIPING ON ROOF SURFACES SHALL BE ELEVATED NO LESS THAN 3/4" INCHES ABOVE ROOF SURFACE AND SHALL BE CLAMPED TO RUBBER CHANNEL SUPPORTS (MIPAB C10 SERIES OR EQUAL). PROVIDE SUPPORT AT EVERY ELBOW. THE MAXIMUM SPACING OF SUPPORTS SHALL BE: 1/2" PIPE: 5'-0", 3/4" TO 1/4" PIPING: 6'-0", 1/2" AND LARGER: 12'-0". VERTICAL PIPING SHALL BE SUPPORTED AT BASE, TOP AND AT 10' INTERVALS (MINIMUM).

ALL EXTERIOR GAS PIPING ON ROOF SHALL BE PRIMED AND PAINTED O.S.H.A. YELLOW. GAS PIPING RUNNING ON EXTERIOR WALLS SHALL BE PRIMED AND PAINTED TO MATCH BUILDING WALL.

EXPOSED GAS PIPING SHALL BE IDENTIFIED BY A YELLOW LABEL MARKED 'GAS' IN BLACK LETTERS. ALL PIPING GREATER THAN 7"W.C. SERVICE PRESSURE SHALL BE IDENTIFIED BY A YELLOW LABEL WITH BLACK LETTERS INDICATING THE PIPING SYSTEM PRESSURE. THE SYSTEM SHALL BE MARKED AT THE BEGINNING, ALL ENDS AND AT INTERVALS NOT EXCEEDING 5 FEET ALONG ITS EXPOSED LENGTH.

BALL VALVES: THREE PIECE BODY, FULL PORT, CHROME PLATED BALL, BLOWOUT PROOF STEM, TFE SEATS, UL LISTED FOR FLAMMABLE LIQUIDS, 600 PSI WOG, THREADED ENDS.

PRESSURE REGULATOR VALVE: SINGLE STAGE AND SUITABLE FOR NATURAL GAS, STEEL JACKET AND CORROSION RESISTANT COMPONENTS, THREADED FOR REGULATORS NPS 2 AND SMALLER. PROVIDE SHUTOFF VALVE IMMEDIATELY AHEAD OF REGULATOR, AND INSTALL TEST PORTS ON EITHER SIDE REGULATOR, WITH UPSTREAM TEST PORT DOWNSTREAM OF SHUTOFF VALVE. REGULATORS SHALL BE INSTALLED PER IFGC SECTION 410. FOR 2PSI INLET, PROVIDE MAXITROL 325-1/ SERIES. PROVIDE VENT PROTECTOR FOR EXTERIOR APPLICATIONS. FOR INTERIOR APPLICATIONS, VENT SHALL BE PIPED TO THE EXTERIOR WITH TURNDOWN AND SCREEN PROTECTOR (REGULATOR EQUIPPED WITH FACTORY PROVIDED VENT LIMITER IS ACCEPTABLE WHERE APPROVED BY THE LOCAL JURISDICTION).

SHUTOFF VALVES SHALL BE PROVIDED IN ACCORDANCE WITH IFGC 409. INSTALL MANUAL GAS SHUTOFF VALVE FOR EACH GAS APPLIANCE AHEAD OF CORRUGATED STAINLESS STEEL TUBING OR COPPER CONNECTOR. SHUTOFF SHALL BE WITHIN 6' OF APPLIANCE.

INSTALL UNIONS IN PIPES NPS 2 AND SMALLER, ADJACENT TO EACH VALVE, AT FINAL CONNECTION TO EACH PIECE OF EQUIPMENT.

ALL GAS PIPING INSTALLED BENEATH THE BUILDING SLAB SHALL BE ENCASED IN WROUGHT IRON CONDUIT. PIPING SHALL BE PROTECTED AND INSTALLED ACCORDING TO THE INTERNATIONAL FUEL GAS CODE SECTION 404.14.

TANK TYPE WATER HEATERS
WATER HEATERS SHALL BE U.L. LISTED AND SHALL MEET OR EXCEED THE STANDBY LOSS REQUIREMENTS OF U.S. DEPT. OF ENERGY AND CURRENT EDITION OF ASHRAE/IESNA 90.1.

WATER HEATERS SHALL HAVE 150PSI WORKING PRESSURE AND BE EQUIPPED WITH EXTRUDED HIGH DENSITY ANODE ROD AND HIGH TEMPERATURE CUTOFF SWITCH. WATER HEATERS SHALL BE THERMOSTATICALLY CONTROLLED AND SET TO 120° UNLESS OTHERWISE NOTED. WATER HEATERS SHALL BE INSTALLED ON SUSPENDED PLATFORM, STEEL STAND OR CONCRETE PAD, AS INDICATED ON DRAWINGS.

WATER HEATERS SHALL HAVE A MINIMUM 3 YEAR LIMITED WARRANTY.

WATER HEATERS SHALL BE INSTALLED LEVEL AND PLUMB. FIELD COORDINATE EXACT WATER HEATER LOCATION. MAINTAIN MANUFACTURER'S RECOMMENDED CLEARANCES, AND INSTALL SUCH THAT CONTROLS AND DEVICES ARE ACCESSIBLE FOR SERVICING.

INSTALL SHUTOFF VALVES IN COLD WATER INLET AND HOT WATER OUTLET. INSTALL THERMOMETER ON HOT WATER OUTLET. WATER HEATER SHALL HAVE ASME RATED COMBINATION TEMPERATURE AND PRESSURE RELIEF VALVE IN TOP PORTION OF TANK (FACTORY OR FIELD INSTALLED). PIPE RELIEF VALVE OUTLET TO FLOOR DRAIN, MOP SINK, INDIRECT WASTE RECEPTOR OR TO EXTERIOR. MAINTAIN CONTINUOUS DOWNWARD PITCH TOWARD DISCHARGE LOCATION, AND PROVIDE AIR GAP AT DISCHARGE LOCATION. WHERE WATER HEATER DRAIN PAN IS INDICATED ON PLANS, ROUTE DRAIN TO SAME LOCATION AS RELIEF VALVE AND DISCHARGE WITH AIR GAP.

HANGERS AND SUPPORTS
HANGERS SHALL BE COMPLETE WITH RODS AND SUPPORTS PROPORTIONED TO THE SIZE OF PIPE TO BE SUPPORTED, IN ACCORDANCE WITH THE MANUFACTURER'S RECOMMENDATIONS.

SIZE HANGERS FOR INSULATED PIPING TO BEAR ON OUTSIDE OF INSULATION. PROVIDE INSULATION PROTECTORS AT HANGERS BEARING ON THE OUTSIDE OF INSULATION. PROVIDE A RIGID INSERT OR RIGID INSULATION AT EACH INSULATION PROTECTOR.

WHERE SEVERAL PIPES 3/4" AND SMALLER RUN PARALLEL AND IN THE SAME PLANE, THEY MAY BE SUPPORTED ON GANG OR MULTIPLE HANGERS. LARGER PIPING SHALL BE INDEPENDENTLY HUNG, RUN PARALLEL AND BE EQUALLY SPACED.

PIPING SHALL BE SUPPORTED IN ACCORDANCE WITH IPC SECTION 308, AND SPACING OF HANGERS SHALL NOT EXCEED THE LIMITS SET FORTH IN TABLE 308.5. PIPES SHALL BE SUPPORTED WITHIN 1'-0" OF EACH ELBOW.

VERTICAL PIPE SUBJECT TO MOVEMENT SHALL BE SUPPORTED FROM THE WALL BY MEANS OF A PIPE CLAMP.

SUPPORT DOMESTIC WATER PIPING IN SPACES BEHIND PLUMBING FIXTURES BY BRACKETS AND U-BOLTS SECURED TO WASTE AND VENT STACKS. SIZE U-BOLTS TO BEAR ON THE PIPING.

AFTER HANGER RODS ARE INSTALLED IN FINISHED CONCRETE CEILING, FILL THE REMAINING OPENING WITH CEMENT SO THAT NO HOLE SHOWS AT THE CEILING.

WHERE COPPER PIPING IS USED, NONFERROUS METAL SUPPORT(S) OR PROPER ISOLATION BETWEEN DISSIMILAR MATERIALS SHALL BE PROVIDED.

PIPE HANGERS AND SUPPORTS SHALL BE FURNISHED AND INSTALLED IN ACCORDANCE WITH RECOMMENDATIONS SET FORTH IN MANUFACTURER'S STANDARDIZATION SOCIETY STANDARD PRACTICES NO. SP-69 AND SP-58.

SLEEVES
SLEEVES SHALL BE PROVIDED WHERE PIPES PASS THROUGH WALLS, FLOORS AND ROOFS.
PROVIDE STANDARD WEIGHT STEEL SLEEVES IN CONCRETE AND MASONRY CONSTRUCTION, PROVIDE 26GA GALVANIZED SHEET METAL SLEEVES IN INTERIOR DRYWALL CONSTRUCTION. SLEEVES SHALL BE THE FULL THICKNESS OF WALLS AND SHALL ALLOW FOR THE FULL THICKNESS OF PIPE INSULATION, WHERE APPLICABLE.

SLEEVES MAY BE OMITTED WHEN OPENINGS ARE CORE DRILLED FOR CONCEALED VERTICAL AND HORIZONTAL PIPING. SLEEVES ARE NOT REQUIRED AT INDIVIDUAL PLUMBING FIXTURES OR IN CONCRETE FLOOR SLABS ON GRADE, UNLESS OTHERWISE NOTED.

SLEEVES FOR ALL PIPING PENETRATING FIRE RATED WALLS AND FLOORS SHALL BE PROVIDED WITH 3M PIPE BARRIER NO. CP-25 FIRE PROOFING CAULKING, OR EQUAL, IN ANNULAR SPACE BETWEEN SLEEVE AND PIPING. CONTRACTOR SHALL VERIFY THE RATING OF THE WALL AND CONFIRM THE PENETRATION PROTECTION PROVIDED MEETS THAT RATING.

PENETRATIONS THROUGH OUTSIDE WALLS SHALL BE WATERTIGHT. CAULK BETWEEN PLUMBING PIPE AND SLEEVE. PACK WITH FIBERGLASS AND CAULK, 1" DEEP AT EACH FACE WITH NON-HARDENING SEALANT BETWEEN PIPE AND SLEEVE.

WASTE AND VENT PIPING SYSTEMS AND ACCESSORIES
SANITARY PIPING SHALL BE PVC SCHEDULE 40 SOLID WALL PIPE AND DWV FITTING SYSTEM.

PIPE AND FITTINGS SHALL BE MANUFACTURED FROM PVC COMPOUND WITH A CELL CLASS OF 12454 PER ASTM D-1784 AND CONFORM WITH NATIONAL SANITATION FOUNDATION (NSF) STANDARD 14. PIPE SHALL BE IRON PIPE SIZE (IPS) CONFORMING TO ASTM D-1785 AND ASTM D-2665. INJECTION MOLDED FITTINGS SHALL CONFORM TO ASTM D-2665. FABRICATED FITTINGS SHALL CONFORM TO ASTM F-1866. SOLVENT CEMENTS SHALL CONFORM TO ASTM D-2564. PRIMER SHALL CONFORM TO ASTM F-656. BURIED PIPE SHALL CONFORM TO ASTM D-2321.

WASTE AND VENT PIPING SHALL BE TESTED IN ACCORDANCE WITH THE GOVERNING CODES. AT A MINIMUM, WASTE PIPING SHALL BE TESTED WITH AT LEAST 10 FOOT OF WATER HEAD PRESSURE APPLIED.

ALL VENTS THROUGH ROOF SHALL BE LOCATED AT LEAST 10'-0" AWAY FROM ANY AIR INTAKE, EVAPORATIVE COOLER, OR ANY OTHER DEVICE THAT WOULD DRAW AIR FROM THE VENT. FLASH AROUND ALL PIPES PENETRATING THROUGH ROOF WITH STANDARD MANUFACTURED FLASHINGS. FLASHING SHALL BE SHEET METAL WITH RUBBER GASKETS AND SHALL EXTEND INTO ROOFING AND UP PIPE DISTANCES IN ACCORDANCE WITH THE LOCAL CODE.

NO DOUBLE COMBINATION FITTINGS MAY BE UTILIZED IN THE HORIZONTAL.

WHERE TWO HORIZONTAL PIPES (BACK-TO-BACK WATER CLOSETS OR TWO SANITARY BRANCHES) COMBINE IN THE VERTICAL, A DOUBLE COMBINATION WYE EIGHTH BEND FITTING SHALL BE INSTALLED. DOUBLE SANITARY TEE OR SANITARY CROSS IS NOT ACCEPTABLE.

WHERE DRAWINGS REQUIRE CONNECTION TO EXISTING SANITARY SEWER PIPING IN BUILDING, IT IS THE CONTRACTOR'S RESPONSIBILITY TO FIELD DETERMINE EXACT LOCATION, DEPTH AND DIRECTION OF FLOW PRIOR TO COMMENCING WORK. CONTRACTOR SHALL ALERT ARCHITECT/ENGINEER IF THERE IS A POTENTIAL ISSUE MAINTAINING PROPER SLOPE IN CONNECTING TO EXISTING, OR IF THERE IS A MORE DIRECT CONNECTION POSSIBLE. CONTRACTOR SHALL CONFIRM THAT ANY EXISTING PIPING TO BE REUSED IS CLEAN, FREE OF DEFECTS, ADEQUATELY SLOPED (1/4"/FT MINIMUM) AND THAT THERE ARE NO DIPS THAT COULD HOLD WATER. PROVIDE CAMERA SCOPING TO DOCUMENT THIS INFORMATION. CONTRACTOR SHALL ALERT ARCHITECT/ENGINEER OF ANY DEFICIENCIES.

DOMESTIC WATER SYSTEMS AND ACCESSORIES
WATER PIPING ABOVE SLAB: TYPE 'L' HARD DRAWN COPPER TUBING, ASTM B88, WROUGHT SOLDER JOINTS, ANSI B16.22.

WATER PIPING BELOW SLAB: TYPE 'K' SOFT DRAWN COPPER TUBING, WITH NO JOINTS BELOW SLAB, ASTM B88.

ALL DOMESTIC HOT WATER PIPING SHALL HAVE A MINIMUM PRESSURE RATING OF 100PSI AT 180°F.

DOMESTIC WATER PIPING SHALL BE TESTED IN ACCORDANCE WITH ALL GOVERNING CODES. PIPING SHALL BE PURGED OF DELETERIOUS MATTER AND DISINFECTED PRIOR TO UTILIZATION. PIPING TO BE FLUSHED AND STERILIZED IN ACCORDANCE WITH IPC 610.1 AND ALL APPLICABLE LOCAL AND STATE HEALTH DEPARTMENT STANDARDS.

BALL VALVES SHALL BE TWO-PIECE BRONZE BODY, LARGE PORT WITH SOLID, SMOOTH BORE CHROME PLATED BRASS BALL. SEATS SHALL BE REINFORCED TFE WITH TEFLON PACKING RING AND THREADED ADJUSTABLE PACKING NUT. PROVIDE STEM EXTENSION AS NEEDED TO PROVIDE HANDLE ON OUTSIDE OF PIPE INSULATION. VALVES SHALL BE APOLLO 70 OR EQUAL.

BACKFLOW PREVENTERS SHALL BE INSTALLED IN ACCESSIBLE LOCATIONS FOR EASE OF TESTING AND SERVICING. FOR BACKFLOW PREVENTERS WITH VENT CONNECTIONS, ROUTE VENT LINE TO NEAREST DRAIN AND DISCHARGE WITH AIR GAP. BACKFLOW PREVENTERS SHALL BE TESTED IN ACCORDANCE WITH IPC 312.10.2. CONTRACTOR SHALL PROVIDE CERTIFICATIONS THAT STATE DEVICES HAVE BEEN TESTED AND APPROVED.

THERMOMETERS SHALL BE 9" ADJUSTABLE ANGLE, 30°-180°F RANGE (TRERICE BX9 OR EQUAL). PRESSURE GAUGES SHALL BE 4-1/2" DIAL SIZE, 0-160PSI (TRERICE 600CB OR EQUAL).

CONTRACTOR SHALL FIELD VERIFY INCOMING DOMESTIC WATER PRESSURE TO CONFIRM ADEQUATE PRESSURE TO SERVE THE DOMESTIC WATER SYSTEM. CONTRACTOR SHALL ALERT ENGINEER TO A POTENTIAL LOW PRESSURE CONDITION. WHERE PRESSURE EXCEEDS 80PSI, PROVIDE PRESSURE REGULATING VALVE (WATTS LF223) AND UPSTREAM STRAINER (WATTS LSF777).

CONTRACTOR SHALL FIELD COORDINATE LOCATION OF ACCESSIBLE ISOLATION VALVES ON DOMESTIC HOT & COLD WATER SUPPLIES TO FIXTURES OR GROUPS OF FIXTURES SUCH THAT THEY MAY BE SHUT OFF FOR SERVICING. SERVICE AND HOSE BIBB VALVES SHALL BE IDENTIFIED. ALL OTHER VALVES INSTALLED IN LOCATIONS THAT ARE NOT ADJACENT TO THE FIXTURE(S) SHALL BE IDENTIFIED, INDICATING THE FIXTURE(S) SERVED.

INSULATION
INSULATE ALL DOMESTIC HOT WATER AND HOT WATER RECIRCULATION PIPING IN ACCORDANCE WITH IECC TABLE C403.2.10. PIPE UP TO 1-1/4": 1" THICK INSULATION. PIPE 1-1/2" OR LARGER: 1-1/2" THICK INSULATION

INSULATE ALL HORIZONTAL COLD WATER PIPING LOCATED ABOVE CEILING, VERTICAL PIPING LOCATED IN AN EXTERIOR WALL, EXPOSED PIPING (I.E. MECH ROOMS). PIPE UP TO 1"-1/2" THICK. PIPING 1-1/2" AND OVER: 1" THICK INSULATION. ALL WATER AND DRAINAGE PIPING INSTALLED IN EXTERIOR WALLS SHALL BE WRAPPED IN 1" THICK PIPE INSULATION AND BE LOCATED ON THE INTERIOR SIDE OF THE BUILDING INSULATION. IF INSTALLED IN EXTERIOR BLOCK WALLS, INTERSTITIAL SPACES SHALL BE FILLED WITH FOAM INSULATION.

ALL JOINTS SHALL BE SEALED WITH MATCHING VAPOR BARRIER TAPE.

INSULATION SHALL HAVE A K-FACTOR (AVERAGE THERMAL CONDUCTIVITY) NOT TO EXCEED 0.27 BTU-IN/HR x SQFT x °F.

PROTECTION OF PIPING
PIPING PASSING UNDER FOOTINGS OR THROUGH FOUNDATION WALLS SHALL BE PROVIDED WITH A SLEEVE TWICE THE DIAMETER OF THE PIPE. OPEN ENDS OF SLEEVES SHALL BE SEALED. PIPING PASSING THROUGH CONCRETE OR CINDER WALLS AND FLOORS OR OTHER CORROSIVE MATERIAL SHALL BE PROTECTED IN ACCORDANCE WITH IPC 305.1. ALL PIPING INSTALLED THROUGH HOLES OR NOTCHES IN STUDS, JOISTS, RAFTERS OR SIMILAR MEMBERS SHALL BE PROTECTED BY STEEL SHIELD PLATES IN ACCORDANCE WITH IPC 305.6. VERTICAL STACKS IN WOOD CONSTRUCTION SHALL BE PROTECTED FROM BUILDING SETTLING WITH COMPRESSION/EXPANSION FITTINGS AND PIPE CLAMPS INSTALLED PER MANUFACTURER'S RECOMMENDATIONS (FERNCO XJ SERIES OR EQUAL).

SPECIFICATIONS

APPLICABLE CODES:

INTERNATIONAL FIRE CODE (IFC), 2018 EDITION
2020 IFC CO AMENDMENTS
INTERNATIONAL PLUMBING CODE (IPC), 2018 EDITION
2020 IPC CO AMENDMENTS
INTERNATIONAL MECHANICAL CODE (IMC), 2018 EDITION
2020 IMC CO AMENDMENTS
INTERNATIONAL FUEL GAS CODE (IFGC), 2018 EDITION
2020 IFGC CO AMENDMENTS
INTERNATIONAL ENERGY CONSERVATION CODE (IECC), 2018 EDITION
2020 SUPPLEMENTS AND AMENDMENTS

GENERAL NOTES:

REFER TO ARCHITECTURAL REFLECTED CEILING PLANS FOR EXACT LOCATION OF ALL CEILING MOUNTED EQUIPMENT.

ALL DUCT DIMENSIONS INDICATED IN THESE DOCUMENTS ARE INSIDE-CLEAR DIMENSIONS.

PORTIONS OF DUCTWORK OR PIPING VISIBLE THROUGH GRILLES AND REGISTERS IN FINISHED AREAS SHALL BE PAINTED FLAT BLACK. PAINT BLACK BEHIND ALL GRILLES.

ALL WIRING IN THE CEILING PLENUM SHALL BE PLENUM RATED CABLE.

MOUNTING FRAME OF CEILING MOUNTED AIR DISTRIBUTION DEVICES SHALL BE COMPATIBLE WITH CEILING TYPE. REFER TO ARCHITECTURAL DRAWINGS FOR CEILING TYPE.

ALL FIRE SEPARATIONS MUST BE PROTECTED WHEN APPLICABLE.

PROVIDE NEW FILTERS (MERV 7 OR BETTER PER OWNER) FOR ALL APPLICABLE HVAC EQUIPMENT AT THE END OF CONSTRUCTION.

ALL MATERIAL IN PLENUM MUST MEET FIRE AND SMOKE SPREAD AS REQUIRED BY NFPA 90A.

ALL ROOF PENETRATIONS TO BE 12" APART AND AT LEAST 12" AWAY FROM CURBS, WALLS, AND DRAIN SUMPS TO PROVIDE ROOFING CONTRACTOR WITH SUFFICIENT ACCESS FOR FLASHING EACH ROOF PENETRATION.

SUBSTITUTIONS MUST BE APPROVED IN WRITING BY ARCHITECT PRIOR TO BID SUBMISSION.

CONTRACTOR SHALL REVIEW ALL CONTRACT DOCUMENTS AND SHALL BE FAMILIAR WITH THE SCOPE AND REQUIREMENTS OF THIS PROJECT. ANY DISCREPANCIES OR LACK OF CLARITY IN THE DOCUMENTS SHALL BE IDENTIFIED TO THE ARCHITECT OR ENGINEER PRIOR TO THE SUBMISSION OF PRICING BIDS. WITH A SUBMITTED BID, CONTRACTOR IS ACCEPTING THESE DOCUMENTS AS SUFFICIENT DEFINITION OF THE SCOPE OF WORK, AND ANY ADDITIONAL COSTS BASED ON UNCLARITY OF CONTRACT DOCUMENTS WILL NOT BE CONSIDERED.

THE CONTRACTOR SHALL REFERENCE THE FULL SET OF CONSTRUCTION DOCUMENTS DURING PRICING AND CONSTRUCTION FOR COORDINATION BETWEEN DISCIPLINES RELATIVE TO THE MECHANICAL SCOPE.

EXISTING CONDITIONS:

CONTRACTOR SHALL VISIT THE SITE AND UNDERSTAND JOB CONDITIONS BEFORE SUBMITTING A PROPOSAL. IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO VERIFY LOCATIONS AND SIZES OF ALL EXISTING UTILITY SERVICES PRIOR TO SUBMITTING HIS PROPOSAL. NO CONSIDERATION WILL BE GIVEN TO CLAIMS FOR EXTRA COST ARISING FROM CONTRACTOR'S FAILURE TO BE FULLY COGNIZANT OF JOB OR SITE CONDITIONS EXISTING AT TIME OF ACCEPTANCE OF BID.

ACTIVE SERVICES: WHEN ENCOUNTERED IN WORK, PROTECT, BRACE, SUPPORT EXISTING ACTIVE SEWERS, GAS AND OTHER SERVICES REQUIRED FOR PROPER EXECUTION OF WORK. IF EXISTING ACTIVE SERVICES ARE ENCOUNTERED THAT REQUIRE RELOCATION, RELOCATE AS APPROVED. DO NOT PREVENT OR DISTURB OPERATION OF ACTIVE SERVICES THAT ARE TO REMAIN.

INACTIVE SERVICES: WHEN ENCOUNTERED IN WORK, REMOVE, CAP OR PLUG INACTIVE SERVICES, AS INDICATED.

INTERRUPTION OF SERVICES: WHERE WORK MAKES TEMPORARY SHUT-DOWNS OF SERVICES UNAVOIDABLE, SHUT DOWN AT NIGHT, OR AT SUCH TIMES AS APPROVED BY OWNER, WHICH WILL CAUSE LEAST INTERFERENCE WITH ESTABLISHED OPERATING ROUTINE. ARRANGE WORK TO ASSURE THAT SERVICES WILL BE SHUT DOWN ONLY DURING TIME ACTUALLY REQUIRED TO MAKE NECESSARY CONNECTION TO EXISTING WORK.

WHERE EXISTING WALLS, CEILINGS, FLOORS, ETC., ARE CUT OR OTHERWISE DAMAGED DURING CONSTRUCTION, REPAIR ALL SURFACES TO THEIR ORIGINAL CONDITION.

SHOP DRAWINGS:

SUBMIT SHOP DRAWINGS FOR REVIEW. PDF FILES PREFERRED. SHOP DRAWINGS SHALL BE BOUND INTO VOLUMES (FILES), WITH EACH VOLUME (FILE) CONTAINING ONE COPY OF ALL SHOP DRAWINGS. ALL SHOP DRAWINGS SHALL BE SUBMITTED SIMULTANEOUSLY; NO SHOP DRAWINGS WILL BE CHECKED UNTIL ALL HAVE BEEN SUBMITTED.

SUBMITTALS SHALL BE SUPPORTED BY DESCRIPTIVE MATERIAL, SUCH AS CATALOG CUTS, DIAGRAMS, PERFORMANCE CURVES AND CHARTS PUBLISHED BY THE MANUFACTURER, TO SHOW CONFORMANCE TO SPECIFICATION AND DRAWING REQUIREMENTS; MODEL NUMBERS ALONE WILL NOT BE ACCEPTABLE. ALL LITERATURE SHALL CLEARLY INDICATE THE SPECIFIED MODEL NUMBER, DIMENSIONS, ARRANGEMENT, RATING AND CHARACTERISTICS OF THE PROPOSED EQUIPMENT. CAPACITIES AND RATINGS SHALL BE BASED ON CONDITIONS INDICATED OR SPECIFIED HEREIN. ANY DEVIATIONS FROM SPECIFIED EQUIPMENT (PARTICULARLY THOSE WHICH REQUIRE COORDINATION WITH OTHER TRADES) SHALL BE CLEARLY NOTED IN A CONCISE LIST ON A SEPARATE SHEET.

TEST AND BALANCE:

TEST AND BALANCE (TAB) CONTRACTOR SHALL HOLD A CURRENT NATIONAL BALANCING COUNCIL (NBC) CERTIFICATION AND POSSESS ACCURATE AND CALIBRATED INSTRUMENTS. TAB WORK AND REPORTS SHALL BE PER NBC PRACTICAL STANDARDS, PROCEDURES AND FORMS. ACCEPTIBLE ALTERNATIVE TAB FIRM CERTIFICATIONS/PROCEDURES: NEBB, AABC, OR TABB.

PRIOR TO COMMENCEMENT OF THE TAB WORK, THE MECHANICAL SYSTEMS ARE TO BE STARTED AND FULLY FUNCTIONING. A CHECKLIST PRIOR TAB WORK IS TO BE SENT TO THE INSTALLING CONTRACTOR AND RETURNED ATTESTING TO THE READINESS OF THE SYSTEMS FOR BALANCING.

PREFERRED TAB FIRM: P-TAB.COM

GUARANTEE:

GUARANTEE THAT EACH PIECE OF APPARATUS SHALL BE OF THE CUSTOMARY STANDARD AND QUALITY FURNISHED BY THE DESIGNED MANUFACTURER FOR THAT CATALOG NUMBER.

GUARANTEE THAT THE AIR SYSTEMS SHALL OPERATE WITHOUT AERODYNAMIC NOISE GENERATED FROM THE FAULTY INSTALLATION OF DUCT WORK OR ANY COMPONENT OF THE AIR DISTRIBUTION SYSTEM.

GUARANTEE THAT ALL SYSTEMS AND COMPONENTS SHALL BE PROVIDED WITH A ONE YEAR WARRANTY FROM THE TIME OF DATE OF SUBSTANTIAL COMPLETION. THE WARRANTY SHALL COVER ALL MATERIALS AND WORKMANSHIP. DURING THIS WARRANTY PERIOD, ALL DEFECTS IN MATERIALS AND WORKMANSHIP SHALL BE CORRECTED BY REPAIR OR REPLACEMENT WITHOUT INCURRING ADDITIONS TO THE CONTRACT.

SNOW MELT BOILER WATER PIPING:

CONDENSER WATER PIPING SHALL BE SCHEDULE 40 STEEL PIPE; GROOVED, MECHANICAL JOINT COUPLING AND FITTINGS; AND GROOVED MECHANICAL JOINTS.

SNOW MELT BOILER WATER PIPING INSULATION:

CONDENSER WATER PIPING SHALL BE INSULATED WITH 1-1/2" CELLULAR GLASS WITH ALL SERVICE JACKET (ASJ) OR 1-1/2" MINERAL FIBER PREFORMED PIPE, TYPE I, WITH ASJ.

PROFICIENT ENGINEERING
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720.779.3556
PROJECT # 324050

WARM SPRINGS TOWNHOMES
KETCHUM, IDAHO

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KETCHUM, ID 83340
TEL: 603.801.0419

BUILDING ARCHITECT:
RO | ROCKETT DESIGN
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STRUCTURAL ENGINEER:
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MECHANICAL, ELECTRICAL, PLUMBING ENGINEER:
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CIVIL ENGINEER:
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100 BELL DRIVE SUITE C
KETCHUM, ID 83340
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LANDSCAPE ARCHITECT:
EGGERS ASSOCIATES
560 NORTH 2ND AVENUE
KETCHUM, ID 83340
TEL: 208.725.0988

GEOTECHNICAL ENGINEER:

LIGHTING DESIGNER:

AUDIO / VISUAL / CONTROLS:

GENERAL CONTRACTOR:

ISSUE	DESCRIPTION	DATE
	DESIGN REVIEW SUBMISSION	7/10/2024
1	DESIGN REVIEW RESUBMISSION	11/5/2024
2	DESIGN REVIEW RESUBMISSION	3/14/2025
3	DESIGN REVIEW RESUBMISSION	6/25/2025

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PROJECT:
WARM SPRINGS TOWNHOMES
108 RITCHIE DRIVE
KETCHUM, ID 83340

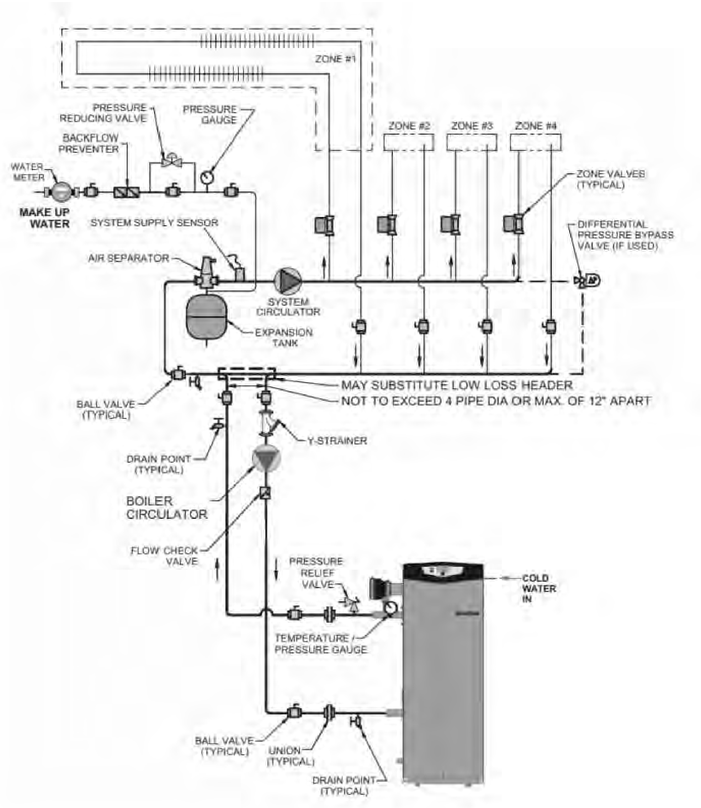
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PROJECT NUMBER
2000.01

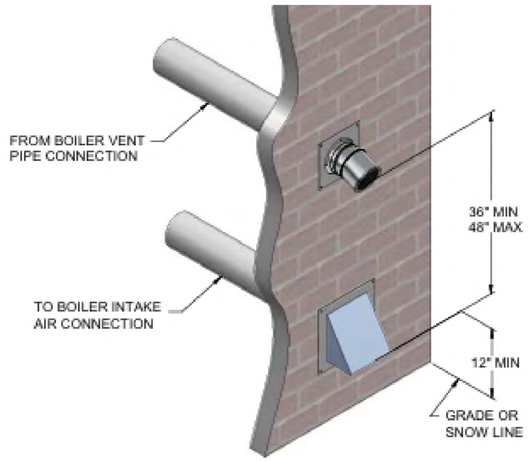
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BOILER INSTALLATION DETAIL

NO SCALE



BOILER SIDEWALL TERMINATION DETAIL

NO SCALE

HOT WATER BOILER

MARK	SERVES	BASIS OF DESIGN	WATER GPM	WATER EWT (°F)	WATER LWT (°F)	HEATER INPUT (MBH)	HEATER OUTPUT (MBH)	DECIBEL (dB)	TURN DOWN	THERMAL EFFICIENCY (%)	OPERATING WEIGHT (LBS)	REMARKS 1	2	3	4	5	6	7	8	9	10
B-1	BUILDING B RAMP	PB1751	145.0	40	121	1,751.0	1,684.0	66	25:1	96.2	250	X	X	X	X	X	X	X	X	X	

NOTES:

A. SELECTIONS ARE BASED ON LOCHINVAR. EQUAL PRODUCTS BY AERCO, PATTERSON KELLEY, HYDROTHERM.
B. SEE ELECTRICAL DRAWINGS FOR ELECTRICAL POWER INFORMATION.
C. THERMAL EFFICIENCY IS BASED ON AHRI EFFICIENCY 80°F TO 180°F.

REMARKS:

1. SINGLE POINT POWER CONNECTION.
2. DISCONNECT SWITCH PROVIDED BY THE ELECTRICAL SUBCONTRACTOR.
3. FACTORY PROVIDED MULTI-BOILER CONTROL SYSTEM.
4. OUTDOOR AIR RESET.
5. BAS INTERFACE (BACNET).
6. DIRECT VENT SEALED COMBUSTION CONFIGURATION.
7. CONCENTRIC VENT KIT.
8. HIGH & LOW GAS PRESSURE SWITCHES WITH MANUAL RESET.
9. 50%-50% PROPYLENE GLYCOL AND WATER SOLUTION. PROVIDE ADVANTAGE CONTROLS 55 GALLON E-GLYCOL FEEDER. INSTALL PER MANUFACTURER'S INSTRUCTIONS. PROVIDE WITH BAS INTERFACE (BACNET).

PUMP SCHEDULE

MARK	SERVICE / DUTY	TYPE	GPM	HEAD (FT)	IMPELLER DIAMETER (IN)	MAX NPSHR (FSI)	MOTOR (HP)	PUMP SPEED (RPM)	PUMP EFF (%)	OPERATING WEIGHT (LBS)	BASIS OF DESIGN MODEL	REMARKS 1	2	3	4	5	6	7	8
P-1A	B-4: PRIMARY LOOP	ECM HIGH-EFFICIENCY	145	11.000	10"	4.35	2.1	4760	30	52	TACO VR2SM5F	X	X	X	X	X	X	X	X
P-1B	B-4: SECONDARY LOOP	ECM HIGH-EFFICIENCY	145	13.900	10"	4.4	5	4400	63	72	TACO SKV3009D	X	X	X	X	X	X	X	X

NOTES (APPLY TO ALL):

A. SEE ELECTRICAL DRAWINGS FOR ELECTRICAL POWER INFORMATION.
B. BASIS OF DESIGN: TACO AND GRUNDFOS. ACCEPTABLE ALTERNATES: BELL & GOSSETT, ARMSTRONG, AURORA.

REMARKS:

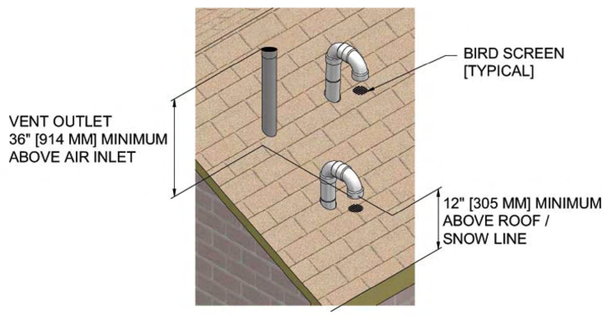
1. FLEXIBLE COUPLING.
2. DISCONNECT SWITCH BY THE ELECTRICAL SUBCONTRACTOR.
3. SUCTION DIFFUSER WITH INTEGRAL STRAINER.
4. INVERTER DUTY MOTOR WITH VFD. VFD PROVIDED BY THE ELECTRICAL SUBCONTRACTOR.
5. DDC CONTROL. INTERLOCK WITH BAS.
6. FIELD INSTALLED DIFFERENTIAL PRESSURE SENSOR AT MOST CRICITAL POINT.
7. PUMP & INERTIA BASE MOUNTED ON CONCRETE HOUSEKEEPING PAD PROVIDED BY OTHERS.
8. PUMP IS PROVIDED WITH BOILER AND IS SHOWN FOR REFERENCE ONLY

MANIFOLD SCHEDULE

MARK	BOILER	CIRCUITS	GPM	REQUIRED TEMP (°F)	SUPPLIED TEMP (°F)	MANIFOLD TYPE (FT)	MANIFOLD HEAD LOSS (FT)	CIRCUIT HEAD LOSS (FT)	S/R HEAD LOSS (FT)	TOTAL HEAD LOSS (FT)
MANIFOLD 1	B-1	6	14.17	115	121	[illegible]	5.2	10.2	0	15
MANIFOLD 2	B-1	5	10.98	116	121	[illegible]	3.9	10.1	0	14
MANIFOLD 3	B-1	12	31.36	115	121	[illegible]	13.9	13.6	0	28
MANIFOLD 4	B-1	4	10.48	116	121	[illegible]	5.1	13.0	0	18
MANIFOLD 5	B-1	11	26.83	117	121	[illegible]	10.7	14.2	0	25
MANIFOLD 6	B-1	7	17.80	116	121	[illegible]	6.7	14.1	0	21
MANIFOLD 7	B-1	1	1.90	112	121	[illegible]	2.7	7.5	0	10
MANIFOLD 8	B-1	2	3.01	123	121	[illegible]	1.9	3.9	0	6
MANIFOLD 9	B-1	8	18.81	115	121	[illegible]	6.0	13.0	0	19
MANIFOLD 10	B-1	4	6.59	117	121	[illegible]	2.0	4.3	0	6
MANIFOLD 11	B-1	2	2.56	117	121	[illegible]	2.7	9.5	0	12

NOTES (APPLY TO ALL):

A. REFER TO SNOW MELT SYSTEM LOOP DRAWINGS FOR MORE INFORMATION.



BOILER VERTICAL TERMINATION DETAIL

NO SCALE

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4704 N. Harlan St Suite 620
Denver, Colorado 80212
720.779.3556
PROJECT # 324050

WARM SPRINGS TOWNHOMES
KETCHUM, IDAHO

OWNER:
108-110 RITCHIE LLC
P.O. BOX 14001-174
KETCHUM, ID 83340
TEL: 603.801.0419

BUILDING ARCHITECT:
RO | ROCKETT DESIGN
1031 W. MANCHESTER BLVD. UNIT 6
INGLEWOOD, CA 90301
TEL: 213.784.0014

STRUCTURAL ENGINEER:
ZFA STRUCTURAL ENGINEERS
601 MONTGOMERY STREET SUITE 1450
SAN FRANCISCO, CA 94111
TEL: 415.243.4091

MECHANICAL, ELECTRICAL, PLUMBING ENGINEER:
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TEL: 720.779.3556

CIVIL ENGINEER:
GALENA BENCHMARK ASSOCIATES
100 BELL DRIVE SUITE C
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TEL: 208.726.9512

LANDSCAPE ARCHITECT:
EGGERS ASSOCIATES
560 NORTH 2ND AVENUE
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TEL: 208.725.0988

GEOTECHNICAL ENGINEER:

LIGHTING DESIGNER:

AUDIO / VISUAL / CONTROLS:

GENERAL CONTRACTOR:

ISSUE	DESCRIPTION	DATE
	DESIGN REVIEW SUBMISSION	7/10/2024
1	DESIGN REVIEW RESUBMISSION	11/5/2024
2	DESIGN REVIEW RESUBMISSION	3/14/2025
3	DESIGN REVIEW RESUBMISSION	6/25/2025

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PROJECT:
WARM SPRINGS TOWNHOMES
108 RITCHIE DRIVE
KETCHUM, ID 83340

DRAWING TITLE:
SCHEDULES & DETAILS

SEAL:
PROFESSIONAL ENGINEER LICENSED 7628 STATE OF IDAHO JOHN PAUL KENNEY

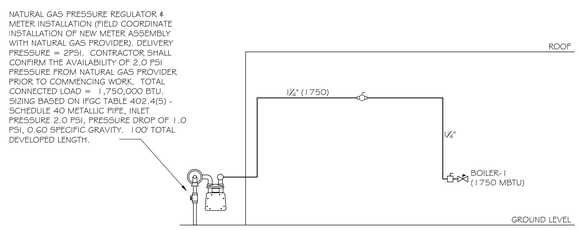
PROJECT NUMBER
2000.01

DRAWING NUMBER:
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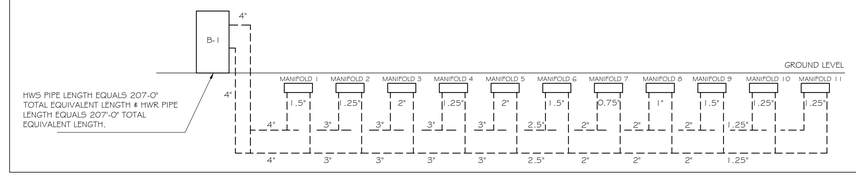
NATURAL GAS RISER DIAGRAM

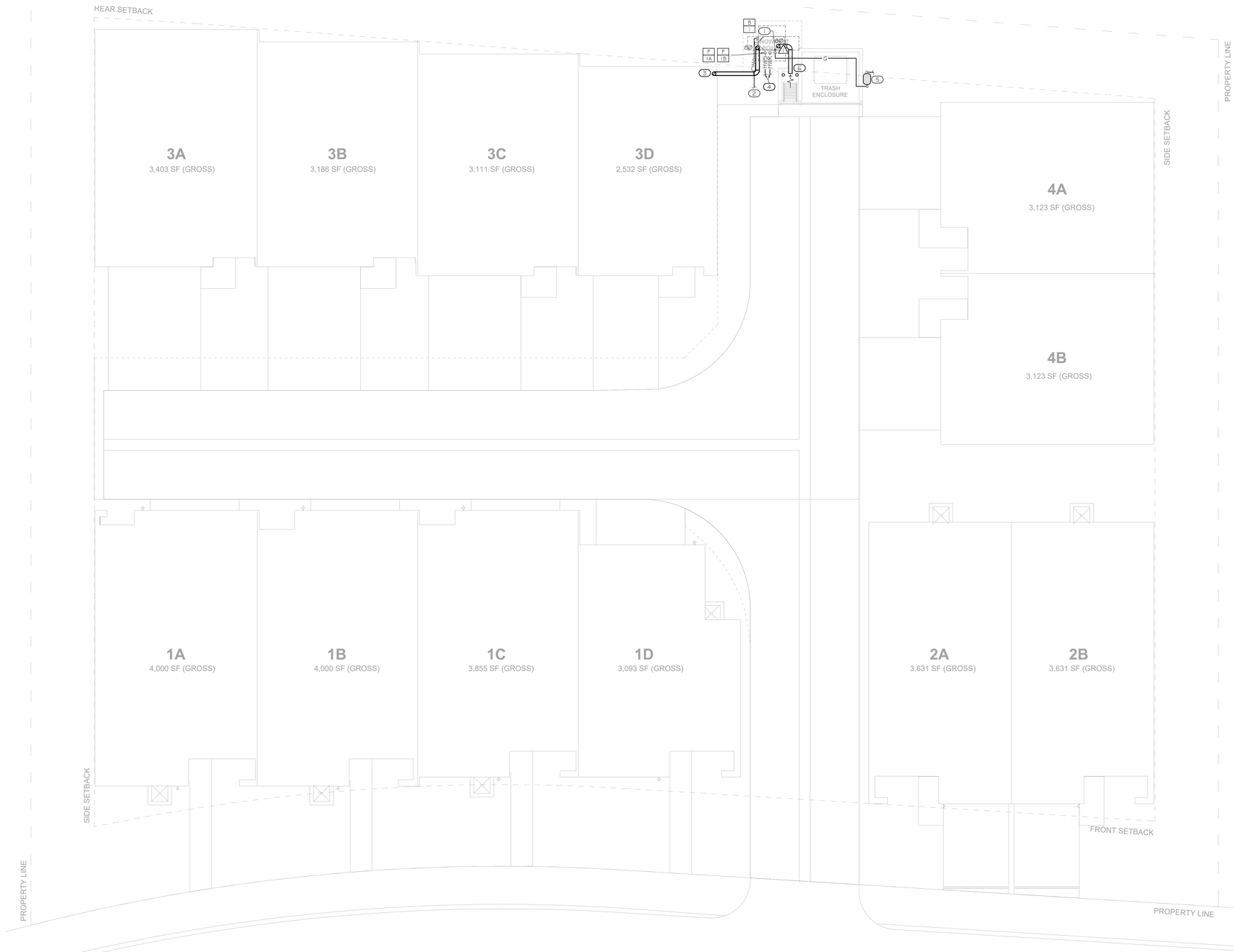
NO SCALE



MANIFOLD PIPING DIAGRAM FOR BOILER 4

NO SCALE





1 FLOOR PLANS - LEVEL 1
1/8" = 1'-0"

△

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720.779.3556
PROJECT # 324050

GENERAL NOTES

△

A. REFER TO SNOW MELT SYSTEM LOOP DRAWINGS FOR MORE INFORMATION ON SNOW MELT PIPING AND MANIFOLDS.

B. REFER TO MANIFOLD PIPING DIAGRAM FOR BOILER 1 ON THIS SHEET FOR MORE INFORMATION ON BOILER SYSTEM PIPE SIZES.

△

KEYNOTES

1. NATURAL GAS DN TO BOILER WITH SHUTOFF VALVE, DIRT LEG & UNION. FIELD COORDINATE FINAL CONNECTION.
2. 1" DOMESTIC WATER SERVICE B/G, SEE CIVIL DWG FOR CONT
3. BOILER FLUE VENT TO ROOF TERMINATION PER MANUFACTURER'S INSTALLATION INSTRUCTIONS. REFER TO MANUFACTURER'S REQUIRED CLEARANCES LISTED ON THIS SHEET.
4. ROUTE 4" HWS TO MANIFOLDS AND CONTINUE 4" HWR FROM MANIFOLDS BACK TO BOILER. REFER TO SNOW MELT SYSTEM LOOP DRAWING ON SHEET M3.0 FOR MANIFOLD LOCATIONS AND MANIFOLD PIPING DIAGRAM.
5. NATURAL GAS DN TO NEW METER/PRV INSTALLATION, COORDINATE WITH UTILITY PROVIDER. SEE NATURAL GAS RISER DIAGRAM FOR ADDITIONAL INFORMATION AND SIZING CRITERIA.
6. BOILER COMBUSTION PIPE TO EXTERIOR WALL ABOVE DOOR TERMINATION PER MANUFACTURER'S INSTALLATION INSTRUCTIONS. REFER TO MANUFACTURER'S REQUIRED CLEARANCES LISTED ON THIS SHEET.

BOILER VENT CLEARANCES:

- THE TOTAL LENGTH OF PIPING FOR VENT OR AIR MUST NOT EXCEED THE LIMITS GIVEN IN THE GENERAL VENTING SECTION ON PAGE 17 OF THE MANUAL.
- THE VENT MUST TERMINATE AT LEAST 3 FEET ABOVE THE HIGHEST PLACE IN WHICH THE VENT PENETRATES THE ROOF AND AT LEAST 2 FEET ABOVE ANY PART OF A BUILDING WITHIN 10 HORIZONTAL FEET.
- THE AIR PIPING MUST TERMINATE IN A DOWN-TURNED 180° RETURN PIPE NO FURTHER THAN 2 FEET (.6 M) FROM THE CENTER OF THE VENT PIPE. THIS PLACEMENT AVOIDS RECIRCULATION OF FLUE PRODUCTS INTO THE COMBUSTION AIR STREAM.
- THE VENT PIPING MUST TERMINATE IN AN UP-TURNED COUPLING AS SHOWN IN FIG. 3-1. THE TOP OF THE COUPLING OR THE RAIN CAP MUST BE AT LEAST 36" (914 MM) ABOVE THE AIR INTAKE. THE AIR INLET PIPE AND VENT PIPE CAN BE LOCATED IN ANY DESIRED POSITION ON THE ROOF, BUT MUST ALWAYS BE NO FURTHER THAN 2 FEET (.6 M) APART AND WITH THE VENT TERMINATION AT LEAST 36" (914 MM) ABOVE THE AIR INTAKE.
- LOCATE TERMINATIONS SO THEY ARE NOT LIKELY TO BE DAMAGED BY FOREIGN OBJECTS, SUCH AS STONES OR BALLS, OR SUBJECT TO BUILDUP OF LEAVES OR SEDIMENT.
- DO NOT EXTEND EXPOSED VENT PIPE OUTSIDE OF BUILDING MORE THAN SHOWN IN THE MANUAL OR DETAIL ON M0.2. CONDENSATE COULD FREEZE AND BLOCK VENT PIPE.

WARM SPRINGS TOWNHOMES
KETCHUM, IDAHO

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LIGHTING DESIGNER:

AUDIO / VISUAL / CONTROLS:

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PROJECT:
WARM SPRINGS TOWNHOMES
108 RITCHIE DRIVE
KETCHUM, ID 83340

DRAWING TITLE:
SNOW MELT DESIGN

SEAL:
PROFESSIONAL ENGINEER LICENSED 17628 STATE OF IDAHO JOHN PAUL KENNEY

PROJECT NUMBER
2000.01

DRAWING NUMBER:
M1.0

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PROJECT # 324050

SHAMROCK SALES

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PROJECT: Warm Springs Snowmelt REV10 Quote#092925DPMEQ

CUSTOMER:

PROJECT NO.:
092925DPMEQ

SCALE:
3/16"=1'

DRAWING NAME:
Snow Melt

DRAWN BY:
Dylan Meyer
Created Using LoopCAD 2025 25.0.0396 (9/29/2025)

DATE:
9/29/2025

REVISIONS

No	Desc	Date

PAGE NO.
1

N

WARM SPRINGS TOWNHOMES
KETCHUM, IDAHO

OWNER:
108-110 RITCHIE LLC
P.O. BOX 14001-174
KETCHUM, ID 83340
TEL: 603.801.0419

BUILDING ARCHITECT:
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TEL: 213.784.0014

STRUCTURAL ENGINEER:
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TEL: 208.725.0988

GEOTECHNICAL ENGINEER:

LIGHTING DESIGNER:

AUDIO / VISUAL / CONTROLS:

GENERAL CONTRACTOR:

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PROJECT:
WARM SPRINGS TOWNHOMES
108 RITCHIE DRIVE
KETCHUM, ID 83340

DRAWING TITLE:
SNOW MELT SYSTEM LOOP

SEAL:
PROFESSIONAL ENGINEER LICENSED 17628 STATE OF IDAHO JOHN PAUL KENNEY

PROJECT NUMBER
2000.01

DRAWING NUMBER:
M3.0

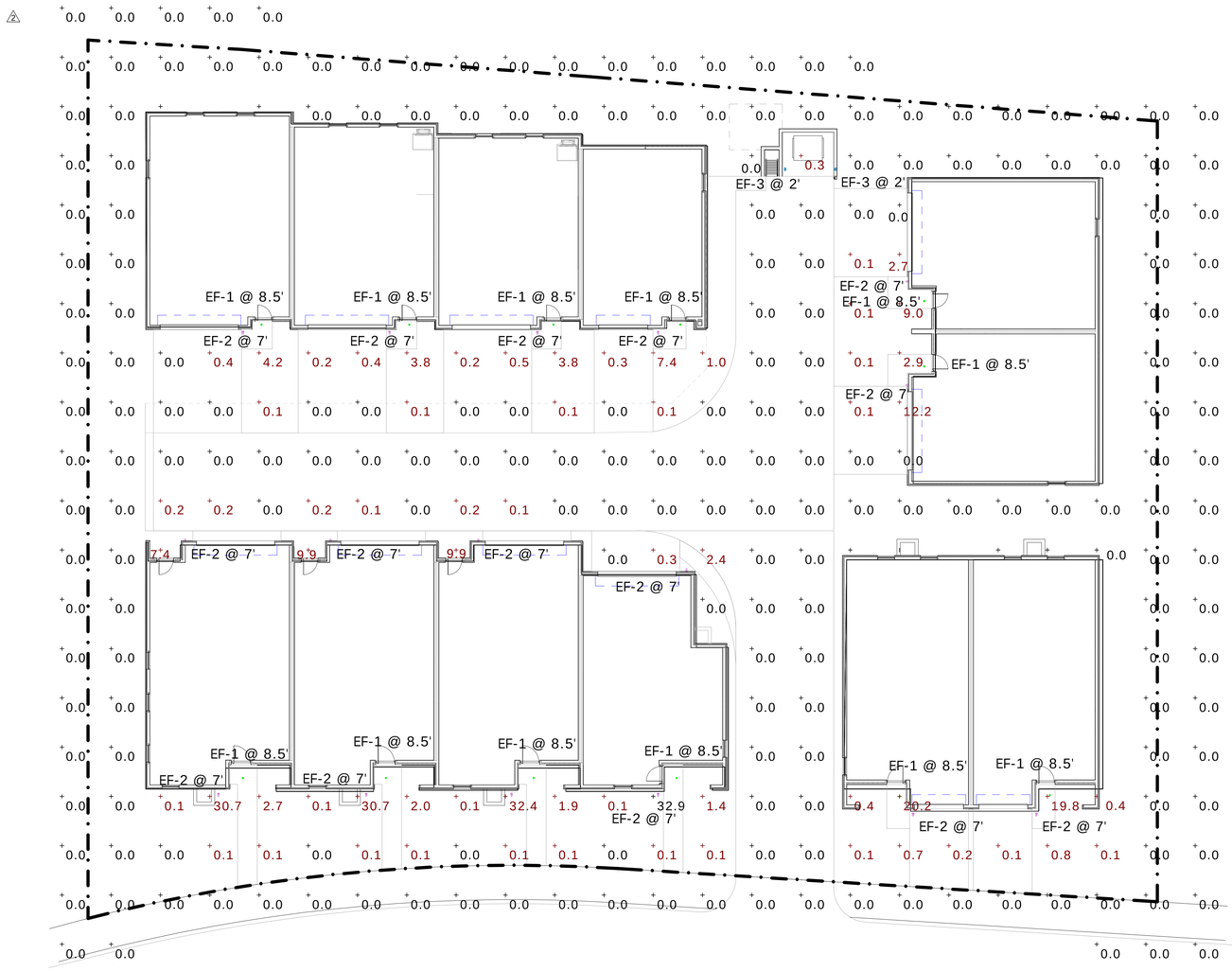
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Schedule

Symbol	Label	Quantity	Manufacturer	Catalog Number	Description	Filename	Light Loss Factor	Total Lamp Lumens	Wattage	Plot
	EF-1	12	WAC LIGHTING	R3CRDL-BK(N927)	Recessed-mounted Luminaires	R3CRDT-WT(N927).IES	1	842	13.5	Max: 1463cd
	EF-2	16	WAC LIGHTING	DS-WS0622-F927A-WT	Surface-mounted Luminaires	DS-WS0622-F927A-WT.IES	1	2034	21.8545	Max: 2567cd
	EF-3	2	WAC Lighting	WL-LED100-27-BK	LED Step light	WL-LED100-C-BK.IES	1	31	4	Max: 43cd

Statistics

Description	Symbol	Avg	Max	Min	Max/Min	Avg/Min
Calc Zone #1	+	0.9 fc	32.9 fc	0.0 fc	N/A	N/A



1 FLOOR PLANS - LEVEL 1
3/32" = 1'-0"

TOWN STAMP

PROFICIENT ENGINEERING
4704 N. Harlan St Suite 620
Denver, Colorado 80212
720.779.3556
PROJECT # 324050

PROFESSIONAL ENGINEER LICENSED 7628 STATE OF IDAHO JOHN PAUL KENNEY

DISCIPLINE STAMP

WARM SPRINGS TOWNHOMES
108 RITCHIE DRIVE
KETCHUM, ID 83340

REVISION

No.	Description	Date
1	Design Review Resubmission	11/5/2024
2	Design Review Resubmission	3/14/2025
3	Design Review Resubmission	6/25/2025

PROJECT NUMBER 324050
ISSUE DATE 7/10/2024

ISSUE

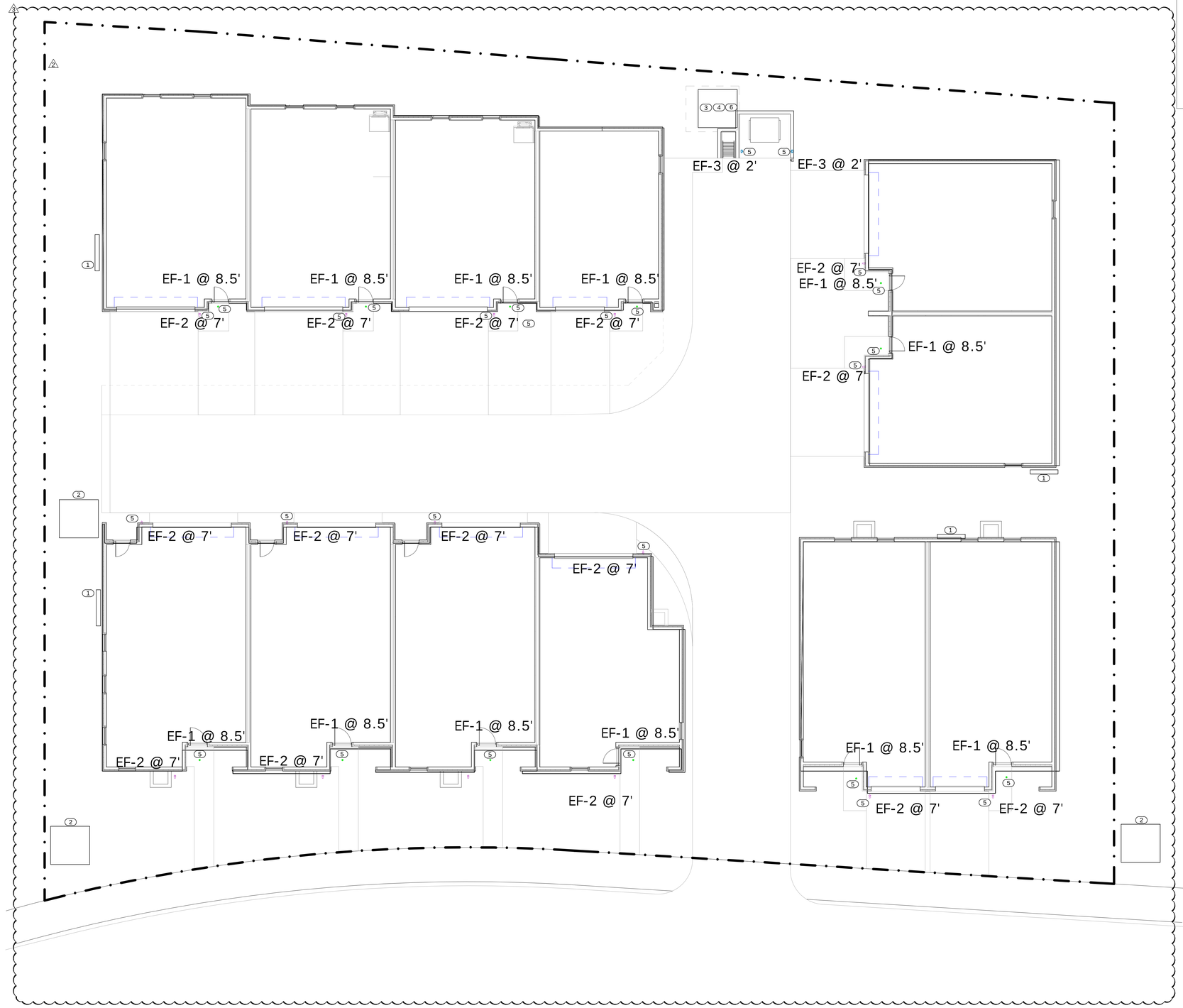
DESIGN REVIEW APPLICATION

SHEET TITLE

SITE PHOTOMETRIC

SHEET NO.

E0.10



1 FLOOR PLANS - LEVEL 1
1/8" = 1'-0"

GENERAL NOTES

ALL SITE AND EXTERIOR BUILDING LIGHTING FIXTURES SHALL CONFORM TO DARK SKY REQUIREMENTS AS NECESSARY TO MEET LOCAL JURISDICTIONAL CODES.

KEYNOTES

1. PROPOSED LOCATION FOR MAIN SERVICE DISCONNECT AND UNIT METERING STACK. REFERENCE ARCHITECTURAL PLANS FOR EXACT LOCATION.
2. PROPOSED UTILITY TRANSFORMER LOCATION. COORDINATE UTILITY TRANSFORMER LOCATION WITH UTILITY PROVIDER AND BUILDING SERVICE DISCONNECT LOCATION PRIOR TO ROUGH-IN.
3. PROVIDE 208, 1PH, 3W, 20A BRANCH CIRCUIT AND 30A/2P/NEMA 3R DISCONNECT FOR PRIMARY LOOP PUMP POWER. CIRCUIT FROM NEAREST HOUSE PANEL. COORDINATE CONNECTION LOCATION WITH PUMP VENDOR PRIOR TO ROUGH-IN.
4. PROVIDE 208, 1PH, 3W, 20A BRANCH CIRCUIT AND 30A/2P/NEMA 3R DISCONNECT FOR SECONDARY LOOP PUMP POWER. CIRCUIT FROM NEAREST HOUSE PANEL. COORDINATE CONNECTION LOCATION WITH PUMP VENDOR PRIOR TO ROUGH-IN.
5. PROVIDE 120V, 20A BRANCH CIRCUIT VIA PHOTOCELL FOR LUMINARIE CONTROL TO EXTERIOR LUMINAIRE. CIRCUIT FROM TENANT PANEL.
6. PROVIDE 120V, 20A BRANCH CIRCUIT FOR BOILER POWER. CIRCUIT FROM NEAREST HOUSE PANEL.

TOWN STAMP

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Denver, Colorado 80212
720.779.3556
PROJECT # 324050

DISCIPLINE STAMP

PROFESSIONAL ENGINEER
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7628
STATE OF IDAHO
JOHN PAUL KENNEY

WARM SPRINGS TOWNHOMES
108 RITCHIE DRIVE
KETCHUM, ID 83340

REVISION

No.	Description	Date
1	Design Review Resubmission	11/5/2024
2	Design Review Resubmission	3/14/2025
3	Design Review Resubmission	6/25/2025

PROJECT NUMBER	324050
ISSUE DATE	7/10/2024

ISSUE

DESIGN REVIEW APPLICATION

SHEET TITLE

SITE PLAN

SHEET NO.

E0.11

OCULARC 3.5
Adjustable Downlight - R3CRDT, R3CRDL

WAC LIGHTING
Responsible Lighting®



Fixture Type: EF-1

Catalog Number: R3CRDL-BK-N927

Project:

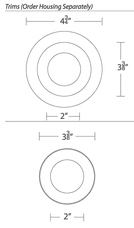
Location:

PRODUCT DESCRIPTION
Ocularc 3.5 offers performance features in a simple but versatile package for residential and commercial applications alike. One housing can be used for downlight, adjustable, pinhole, wall wash trims.

FEATURES
- 3 beam angle options included:
  Narrow flood beam film pre-installed, interchangable flood beam film supplied, remove film for spot beam.
- IC-Rated, Airtight, New Construction
- Adjustable LED light engine included with housing:
  Vertical Adjustment 0-30°, Horizontal Adjustment 365°
- Shallow housing under 4" depth
- 5 year warranty

SPECIFICATIONS
Construction: Die-cast aluminum trim and heat sink
Dimming: 100% - 1% TRIAC, ELV
100% - 5%, 0-10V
Input Power: 13.5W, 120V-277V 50/60Hz
Light Source: High output COB LED rated life of 50,000 hours.
Mounting: Retention clips firmly hold trim to housing. Cutout 4¼"
Finish: Powder coated white, enamel-coated haze.
Ceiling thickness: ½" - 1"
Standards: UL & cUL, Wet location listed. Energy Star® 2.0
Title 24 JA8-2016 Compliant
Operating Temperature: -4°F to 104°F (-20°C to 40°C)

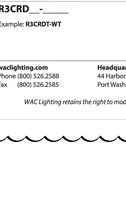
Trims (Order Housing Separately) — *Model* — *Beam* — *Color Temp* — *Lumens* — *CBCP* — *Finish*



R3CRDT
Round Trim
Downlight & Adjustable

Beam		Color Temp	Lumens	CBCP
Spot	16°	927 2700K	855	4989
		930 3000K	920	5364
		935 3500K	935	5472
		940 4000K	980	5740
Narrow Flood	36°	927 2700K	840	1463
		930 3000K	905	1574
		935 3500K	920	1605
		940 4000K	965	1683
Flood	51°	927 2700K	805	839
		930 3000K	865	902
		935 3500K	885	920
		940 4000K	925	965

HZWT *Haze/White*
WT *White*
BK *Black*



R3CRDL
Round Trimless
Downlight & Adjustable

Beam		Color Temp	Lumens	CBCP
Spot	16°	927 2700K	855	4989
		930 3000K	920	5364
		935 3500K	935	5472
		940 4000K	980	5740
Narrow Flood	36°	927 2700K	840	1463
		930 3000K	905	1574
		935 3500K	920	1605
		940 4000K	965	1683
Flood	51°	927 2700K	805	839
		930 3000K	865	902
		935 3500K	885	920
		940 4000K	925	965

HZ *Haze*
WT *White*
BK *Black*

R3CRD__-_____
Example: **R3CRDT-WT**

waclighting.com
Phone (800) 526.2588
Fax (800) 526.2585

Headquarters/Eastern Distribution Center
44 Harbor Park Drive
Port Washington, NY 11050

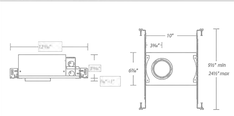
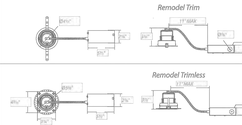
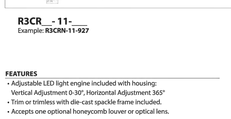
Central Distribution Center
1600 Distribution Ct
Lithia Springs, GA 30122

Western Distribution Center
1750 Archibald Avenue
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. FEB. 2021

OCULARC 3.5
Adjustable Downlight - R3CRDT, R3CRDL

WAC LIGHTING
Responsible Lighting®

Housing (Required) - Order separately from trims	*Model*	*Power*	*Color Temp*
	**R3CRN-11** *IC-Rated Airtight*	*13.5W*	**927** *2700K* **930** *3000K* **935** *3500K* **940** *4000K*
Remodel Trim 	**R3CRR-11** *Non IC Airtight*	*13.5W*	**927** *2700K* **930** *3000K* **935** *3500K* **940** *4000K*
Remodel Trimless 	**R3CRRL-11** *Non IC Airtight*	*13.5W*	

R3CR__11-____
Example: **R3CRN-11-927**

FEATURES
- Adjustable LED light engine included with housing:
  Vertical Adjustment 0-30°, Horizontal Adjustment 365°
- Trim or trimless with die-cast spackle frame included.
- Accepts one optional honeycomb louver or optical lens.

GLARE CONTROL ACCESSORIES sold separately

LENS-16	**HCL**	Honeycomb Louver

LENS ACCESSORIES sold separately

LENS-16	**AMB**	Amber
	RED	Red
	FR	Frosted
	SPR	Spread
	BEL	Beam Elongating

waclighting.com
Phone (800) 526.2588
Fax (800) 526.2585

Headquarters/Eastern Distribution Center
44 Harbor Park Drive
Port Washington, NY 11050

Central Distribution Center
1600 Distribution Ct
Lithia Springs, GA 30122

Western Distribution Center
1750 Archibald Avenue
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. FEB. 2021

TUBE ARCHITECTURAL DS-WS06
LED Wall Mounts

WAC LIGHTING



Fixture Type: EF-2

Catalog Number: DS-WS0622-F927A-WT

Project:

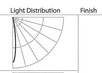
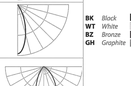
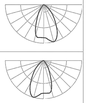
Location:

PRODUCT DESCRIPTION
The latest energy efficient LED technology in an appealing cylindrical profile delivers accent and wall wash lighting. Comes in various light distribution and beam angle options.

FEATURES
- High performance exterior rated LED wall mount light
- Fixture can install upside-down to alter light distribution
- Solid aluminum construction
- 5 year warranty

SPECIFICATIONS
Input: Universal voltage 120V - 277VAC, 50/60Hz
Dimming: Electronic low voltage (ELV) : 100% - 5%
0-10V: 100% - 1%
Light Source: High output 3 Step Mac Adam Ellipse COB
Rated life of 60,000 hours at L70
Finish: Electrostatically powder coated, white, black, bronze and graphite
Standards: IP65 rated, ETL & cETL wet location listed,
Energy Star® 2.2 rated Title 24 JA8-2016 Compliant
Operating Temp: -13°F to 122°F (-25°C to 50°C)

ORDERING NUMBER

Diameter	Watt	Beam	Beam Angle	Color Temp	CRI	Reference Output † Lumen	CBCP	Efficacy (lm/w)	Light Distribution	Finish
DS-WS06 DS-WS0622	6" 35W 6" 22W	**S** *Straight up or down*	16°	**927S** 2700K	90	2820	18842	81		**BK** *Black* **WT** *White* **BZ** *Bronze* **GH** *Graphite*
				27S 2700K	85	3385	22608	97		
				930S 3000K	90	2925	19543	84		
				30S 3000K	85	3535	23632	101		
				35S 3500K	85	3630	24255	104		
				40S 4000K	85	3665	24490	105		
		N *Straight up or down*	28°	**927S** 2700K	90	2800	7992	80		
				27S 2700K	85	3360	9589	96		
				930S 3000K	90	2900	8290	83		
				30S 3000K	85	3510	10024	100		
				35S 3500K	85	3600	10288	103		
				40S 4000K	85	3635	10388	104		
		F *Straight up or down*	38°	**927S** 2700K	90	2825	5451	81		
				27S 2700K	85	3390	6540	97		
				930S 3000K	90	2930	5654	84		
				30S 3000K	85	3545	6836	101		
				35S 3500K	85	3640	7017	104		
				40S 4000K	85	3675	7085	105		
		F *Away from the wall*	N/A	**927A** 2700K	90	2860		82		
				27A 2700K	85	3435		98		
				930A 3000K	90	2970	N/A	85		
				30A 3000K	85	3590		103		
				35A 3500K	85	3685		105		
				40A 4000K	85	3720		106		
		F *Towards the wall*	N/A	**927B** 2700K	90	2860		82		
				27B 2700K	85	3435		98		
				930B 3000K	90	2970	N/A	85		
				30B 3000K	85	3590		103		
				35B 3500K	85	3685		105		
				40B 4000K	85	3720		106		

DS-WS06-_____-____
†Reference output shows 35W output. Multiply by 0.7 to determine output for 22W combinations.
Example: **DS-WS06-F930A-WT**

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Model: WL-LED100
LEDme® Step Light

WAC LIGHTING
Responsible Lighting®



Fixture Type: EF-3

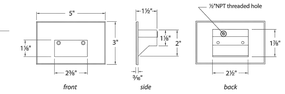
Catalog Number: WL-LED100-27-BK

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" x 4" J-Box with minimum inside dimensions of 3"L x 2"W x 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		**BNY** *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			
	C *White* 3000K		**BBR** *Bronze on brass*	
	AM *Amber* 610nm			

277V Model #	Light Color		Finish	
WL-LED100F *277V*	**C** *White* 3000K		**BK** *Black on Aluminum*	
	AM *Amber* 610nm		**BNY** *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**

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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

TOWN STAMP

PROFICIENT ENGINEERING
4104 N. Harlan St Suite 620
Denver, Colorado 80212
720.779.3556
PROJECT # 324050

PROFESSIONAL ENGINEER
LICENSED
7628
STATE OF IDAHO
JOHN PAUL KENNEY

DISCIPLINE STAMP

WARM SPRINGS TOWNHOMES
108 RITCHIE DRIVE
KETCHUM, ID 83340

REVISION

No.	Description	Date
1	Design Review Resubmission	11/5/2024
2	Design Review Resubmission	3/14/2025
3	Design Review Resubmission	6/25/2025

PROJECT NUMBER	324050
ISSUE DATE	7/10/2024

ISSUE

DESIGN REVIEW APPLICATION

SHEET TITLE

SCHEDULES

SHEET NO.

E0.12

City of Ketchum

ATTACHMENT D:

FAR Exceedance Agreement 27005

FAR EXCEEDANCE
AGREEMENT #27005

Parties:

City of Ketchum	"City"	P.O. Box 2315, 191 W 5th Street, Ketchum, Idaho 83340
108-110 Ritchie LLC	"Owner"	PO Box 14001, Ketchum, Idaho, 83340

This FAR Exceedance Agreement ("Agreement") is made between the City of Ketchum, a municipal corporation of the state of Idaho, and 108-110 Ritchie LLC, a limited liability corporation, the owner of the development project.

RECITALS

A. Pursuant to the City's authority under the Idaho Local Land Use Planning Act, the Ketchum Municipal Code ("K.M.C.") Chapter 17.124 provides for certain development standards, including maximum floor area ratio (FAR) standards under K.M.C. 17.124.040 - Floor Area Ratios and Community Housing. These standards are intended to protect the public interest, health, general welfare, and provision of public services. The City has provided options for development proposals to potentially exceed the allowable FAR in exchange for mitigation of the impacts of such larger development, particularly as focused on affordable community and workforce housing. K.M.C. 17.124.040(B).

B. The City has adopted Resolution 17-006 which provides for the Parties to proceed with the FAR standards and options under K.M.C. 17.124.040, so long as the Parties voluntarily opt into a FAR Exceedance Agreement, making clear they are voluntarily opting by contract into use of such FAR standards and mitigation measures and are waiving any claims or demands related to any legal challenge to K.M.C. 17.124.040.

THEREFORE, in consideration of the mutual agreement herein contained and subject to the terms and conditions stated, it is hereby understood and agreed by the Parties as follows:

1. **Attestation of Owner.** Owner, by this Agreement, desires to voluntarily proceed on the development proposal, including proposal of exceedance of FAR standards and accompanying mitigation measures, using the approach and standards as set forth in K.M.C. 17.124.

2. **Waiver and Release of Claims.** Owner, by this Agreement, waives and releases any claims, demands, challenges, claims for reimbursement or refund, and/or damages now or in the future deriving from or relying on the outcome of future litigation substantially challenging the validity of K.M.C. 17.124 and its standards. It is Owner's intent to accept and proceed with such standards as outlined in K.M.C. 17.124 for

Owner's development plan for purposes of allowable FAR and Owner voluntarily and knowingly accepts the mitigation measures as proposed.

3. **FAR Exceedance Consideration.** In consideration for Owner's attestation and waiver, the City agrees to consider their exceedance proposal and will currently consider and evaluate Owner's proposed FAR exceedance and accompanying mitigation measures within the framework and standards of K.M.C. 17.124.040, attached hereto as Exhibit A and made a part of this Agreement.

4. **Maximum FAR and Mitigation.** The Parties hereby agree to an allowable maximum floor area ratio and accompanying mitigation measures as set forth in Exhibit B, attached hereto and made a part of this Agreement.

5. **Regulations. All references in this Agreement to any statute, code, regulation, or other law shall be deemed to refer to such law as amended, modified, re-codified, supplemented, or replaced from time to time, and to any successor legislation thereto, unless expressly stated otherwise.**

6. **Withdrawal.** Owner may withdraw from this Agreement upon thirty days notice to City provided that Owner has not commenced building and has received no benefit from a maximum FAR exceedance. Withdrawal shall cause an immediate reversion to the permitted gross FAR as set forth in Exhibit A: K.M.C. 17.124.040(A) at the time of this Agreement.

7. **Amendments.** This Agreement may not be amended, modified, altered or changed in any respect whatsoever, except by further agreement in writing duly executed by the parties.

8. **Recordation; No Other Assignment.** This Agreement shall be recorded and runs with the land. Other than in connection with the sale of the Property, Owner shall not sell, assign, or transfer all or any portion of its interest in this Agreement at any time without consent of the City.

9. **Binding Effect.** This Agreement shall be binding upon the heirs, estates, personal representatives, successors, and assigns of the parties.

10. **Attorney Fees and Costs.** In the event any action is brought to enforce this Agreement, the prevailing party is entitled to an award of reasonable attorney fees and costs.

11. **Notices.** Any notice under this Agreement shall be in writing and shall be treated as duly delivered if the same is personally delivered or deposited in the United States mail, certified, return receipt requested, postage prepaid, and properly addressed to the contacts as specified at the beginning of this Agreement.

12. **Partial Invalidity.** Whenever possible, each provision of this Agreement shall be interpreted in such a way as to be effective and valid under applicable law. If a provision of this Agreement is prohibited by or invalid under applicable law, it shall be ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Agreement.

13. **Waiver:** The rights and remedies of the parties to this Agreement are cumulative and not alternative. Neither the failure nor any delay by any party in exercising any right, power, or privilege under this Agreement or the documents referenced in this Agreement will operate as a waiver of such right, power, or privilege, and no single or partial exercise of any such right, power, or privilege will preclude any other or further exercise of such right, power, or privilege or the exercise of any other right, power, or privilege.

14. **Execution and Counterparts:** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original agreement, but all of which shall be considered one instrument.

DATED THIS 25th DAY OF March 2026.

Owner

Managing Member
108-110 Ritchie Dr LLC

City of Ketchum, Idaho

Peter Prekeges, Mayor

STATE OF IDAHO,)
) ss.
County of Blaine.)

On this 27th day of APRIL, 2026, before me, the undersigned Notary Public in and for said State, personally appeared DAVID DUFFIELD, known to me to be a managing member of 108-110 Ritchie LLC, and the person who executed the foregoing instrument and acknowledged to me that he executed the same.

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

Rafe R Lapham II
Commission Number: 20250520
Notary Public
State of Idaho
My Commission Expires: 02/10/2031

Notary Public for ~~KETCHUM~~ BLAINE COUNTY
Residing at KETCHUM, ID
Commission expires 2/10/31

STATE OF IDAHO,)
) ss.
County of Blaine.)

On this ~~15~~ 15th TO day of APRIL, 2026, before me, the undersigned Notary Public in and for said State, personally appeared PETER PREKEGES, known to me to be Mayor of the City of Ketchum, and the person who executed the foregoing instrument and acknowledged to me that he executed the same.

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

TRENT DONAT
NOTARY PUBLIC
COMM NO. 20220080
Comm Expires 01/31/29
STATE OF IDAHO

TRENT DONAT
Notary Public for BLAINE COUNTY
Residing at KETCHUM, ID
Commission expires 1/31/2029

17.124.040: FLOOR AREA RATIOS AND COMMUNITY HOUSING:

A. General Requirements: All new buildings and alterations to existing buildings in the GR-H, T, T-3000, T-4000 and CC zoning districts, unless otherwise specified in this title, shall be subject to the maximum floor area ratio (FAR) described below. Hotels that meet the definition of "hotel" found in chapter 17.08 of this title may exceed the floor area listed in the table below subject to section 17.124.050 of this chapter.

Districts	Permitted Gross FAR	Inclusionary Housing Incentive
GR-H	0.5	1.4
T	0.5	1.6
T-3000	0.5	1.6
T-4000	0.5	1.6
CC	1.0	2.25

B. Inclusionary Housing Incentive:

1. The purpose of this section is to encourage new development to include a reasonable supply of affordable and resident occupied workforce housing for sale or rent, to help meet the demand and needs for housing of the community's employees. Land within the zoning districts specified in the table above may be built to the listed permitted FAR. As an incentive to build community housing units, floor area may be increased up to the maximum FAR listed in said table with inclusionary housing incentive.

2. An increased FAR may be permitted subject to design review approval, and provided, that all of the following conditions are met:

   a. A minimum of twenty percent (20%) of the total increase in gross floor area above the greater of the permitted FAR is deed restricted in perpetuity as community housing unit(s). Of this gross square footage, a fifteen percent (15%) reduction will be allowed as a standard discount from gross square footage to net livable square footage for community housing units.

   b. After calculating net livable square footage, an allowance can be made for projects with demonstrated groundwater issues as documented by a registered engineer. Upon determination by the city that groundwater on the subject property precludes underground parking, a credit of three hundred fifty (350) square feet per required parking space shall be subtracted from the net livable square footage prior to the calculation for the twenty percent (20%) deed restricted community housing. Parking space credit shall be rounded to the nearest whole number, and shall not be calculated as fractions.

   c. Community housing requirements may be paid via a fee in lieu of housing. The community housing units times the fee equals the amount due to the city. The fee in lieu shall be recommended by the governing housing authority on an annual basis and adopted by the city council. For fractions of units, the developer has the option of providing a full housing unit

rather than paying the fee in lieu or working with the city or other nonprofit entity to construct the balance of the community housing unit with additional funds.

d. All community housing units, either for sale or rent, shall be administered by the governing housing authority, unless otherwise determined by the city council. The governing housing authority shall recommend the types and locations of all proposed community housing units for approval by the city.

e. The community housing units shall be targeted for Blaine County housing authority income category 4 (100 percent or less of area median income). The applicant may seek the recommendation of the governing housing authority in the determination of an alternative category with corresponding adjustment in the amount of community housing required. Said recommendation, if mutually agreed upon by the applicant and the commission, may be used in place of category 4. This allowance shall be based on need for the category type. The definition of who may qualify to purchase affordable housing shall be maintained in the guidelines of the governing housing authority as adopted by the city council.

f. The city's primary goal is to see the development of and encourage the construction of community housing units, but realizes that other options will also move the city closer to its goal of housing the workforce. With this in mind, the following options for fulfillment of the community housing incentive are available to the applicant outright. These include, but are not limited to:

(1) Housing constructed by the applicant on or off site, within the city of Ketchum;

(2) Payment of an in lieu fee; or

(3) Acquisition of existing housing stock that meets with the governing housing authority's requirements and approval.

g. In addition to those outright options noted in this section, the city council may consider alternative proposals by the applicant to fulfill the community housing incentive. The city council has full discretionary power to determine said request. Options for fulfillment of the community housing incentive include, but are not limited to:

(1) Land conveyance to the city;

(2) Existing housing unit buy down or mortgage buy down; or

(3) Other proposals and options as approved by the city council.

3. In the CC district, the maximum floor area incentive applies to buildings up to three (3) stories in height. Buildings above three (3) stories may exceed the 2.25 FAR maximum only in accordance with the pertinent code provisions allowing for a fourth floor (for example, hotels, PUDs and 100 percent community housing project, etc.). For hotel uses, community housing calculations apply to all those portions of the hotel development except the hotel units, which are addressed pursuant to employee housing of this chapter. (Ord. 1135, 2015)

EXHIBIT B
EXCEEDANCE AGREEMENT COMPLIANCE

PROJECT: 108 Ritchie Dr.

APPLICATION: Design Review Application File No. P24-063

OWNER: 108-110 Ritchie LLC

LOCATION: 108 Ritchie Dr (WARM SPRINGS VILL SUB 2ND REV LOT 3A BLK 4)

ZONING: Tourist-3000 (T-3000)

BACKGROUND:

1. The applicant has submitted a Design Review application for the development of 12-, three- and four-bedroom, townhouse units at 108 Ritchie Dr (the "subject property"). The subject property is zoned Tourist 3000 (T-3000) and is vacant. The development proposes to utilize the city's density bonus program for increased FAR and is therefore subject to the minimum residential density requirements of the Ketchum Municipal Code. The townhouse units range in size from approximately 2,200 to 3,800 gross square feet.

2. The subject property has a total lot area of 35,799 SF minus 5,897 SF of private road and fire lane area for an amended lot area of 29,902 SF.

3. The development has a proposed Floor Area Ratio (FAR) of 1.30 (38,957 gross sf/29,902 sf subject property area).

4. The City of Ketchum Planning and Zoning Commission (the "Commission") reviewed and approved the 108 Ritchie Design Review Application during their meeting on December 9, 2025. The Commission adopted the Findings of Fact, Conclusions of Law, and Decision for the Design Review on January 20, 2026.

EXCEEDANCE ANALYSIS

An increased FAR may be permitted subject to design review approval, and provided, that all conditions in Ketchum Municipal Code §17.124.040.B.2 are met.

Permitted FAR in Tourist-3000
Permitted FAR: .5
Permitted FAR with Community Housing: 1.6

Proposed: Per Sheet A-000
Gross Square Footage – 38,957 SF
Total Lot Area – 29,902 SF
FAR – 1.30 FAR

Community Housing Mitigation Calculation:
Permitted Gross Square Feet (0.5 FAR): 14,951 SF
Proposed Gross Square Feet: 38,957 SF
Increase Above Permitted FAR: 24,006 SF
20% of Increase: 4,801 SF
Net Livable (15% Reduction): 4,081 SF

Fee In-Lieu Proposed: 4,081 SF x $550/SF = $2,244,561

COMMUNITY HOUSING CONTRIBUTION CONDITIONS
The following conditions apply to the community housing contribution for the 108 Ritchie Dr development:

1. The development shall provide a community housing in-lieu fee payment in the amount of $2,244,561. Fee payment is due prior to the issuance of the first building permit for the project.
2. If the total gross square footage of the project increases or decreases by 5% or less through the course of building permit application, a revised fee in-lieu may be calculated using the methodology outlined above and approved by the Administrator. Increases or decreases greater than 5% of the gross square footage require an amendment to this agreement and approval by City Council.

City of Ketchum

ATTACHMENT E:

Preliminary Plat Standards Evaluation

PRELIMINARY PLAT STANDARDS EVALUATION FOR TOWNHOUSE SUBDIVISIONS

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: The Chalets at Warm Springs. 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 the bottom left corner on page one of the preliminary plat. 108 – 110 Ritchie LLC is the owner and subdivider. Mark Van Duser, Galena-Benchmark Engineering, 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 lots within Warm Springs Village Subdivision Second Addition.
☒	☐	☐	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.
☒	☐	☐	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 the adjacent street. There are no existing buildings or 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 #28.
☒	☐	☐	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 private roads (Baldy Way and Chalet Drive), sublots, and easements are shown and dimensioned.
☒	☐	☐	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 shows the approximate size and proposed land use for access, public utility easements, and common area.
☒	☐	☐	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	All sewers, water mains, street improvements, curbs and gutters are shown.
☒	☐	☐	16.07.080.A. c.(2)(A)viii(m)	**The direction of drainage, flow and approximate grade of all streets.**
			Commission Findings	The grade and drainage of Ritchie Drive is shown.
☐	☐	☒	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	The preliminary plat contains a vicinity map referencing existing arterials and collector streets.
☐	☐	☒	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 lot is currently vacant and does not contain existing mature trees or shrub masses.

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 all dimensional standards as outlined in the T-3000 zone district for the parent lot. The minimum lot size is 8,000 square feet and the parent lot for the subject property is 35,574 square feet. The new attached townhomes meet minimum setback requirements in the T-3000 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 lines are within 20 degrees to a right angle to the street lot line along Ritchie Drive, Baldy Way, and Chalet Drive. 4. A double frontage lot is not being proposed. 5. Sublots 1-6 have a minimum of 20 feet of frontage along Ritchie Drive and Sublots 7 -12 have a minimum of 20 feet of frontage along the private roads which is an access and public utility easement. 6. N/A – The subject property is in the T-3000 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. The new private roads are accessed by Chalet Drive which is a 20' wide private drive accessed off of Ritchie Drive. 2. – 6. New circulation roads are not being proposed and do not intersect with arterials. 7. A turnaround area is provided via the nature of the hammerhead style of the private roads and is included in the access easement. 8. – 10. N/A due to the scope of the proposal. 11. Applicant to confirm prior to City Council public hearing. 12. – 14. N/A due to the scope of the proposal. 15. Streetlights are not being proposed. 16. The private roads are used only as access easements to each sublot on the subject property and not intended for circulation. 17. The scope of this project will not require street signs. 18. This proposed project will not require a new bridge. 19. Sidewalks, curbs, and gutters are being installed in compliance with City Standards. 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 – No alleys are adjacent to the subject property. The existing lot is surrounded on three sides by existing developments and on one side by Ritchie Drive.
☒	☐	☐	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. The entirety of the private drives, Baldy Way and Chalet Drive, are dedicated as a public utility easement. 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. A sewage system is shown and outlined on the preliminary plat and civil plan sheets. Each sublot will have a dedicated sewage line with a new main line running through the access and public utility easement. 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. A water system is shown and outlined on the preliminary plat and civil sheets. Each sublot will have a dedicated water line with a new main line running through the access and public utility easement. 2. A new fire hydrant is proposed at the entrance to the development, to the right of Chalet Drive. 3. The proposed water systems shall have sufficient flow as each sublot has a dedicated water line connected to a new water main that will run under the access and public utility easement. 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 the approved Design Review (P24-063).
☒	☐	☐	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. An adequate drainage system is being proposed as seen in the Civil Sheets, C1.00 and C2.00, which will install storm drains and catch basins. 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	The electrical and telephones lines are proposed to be undergrounded. The gas line shown at the NW corner does not explicitly state that it will be underground. This can be added as a condition for clarity. However, staff know the intention is for the gas line 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.188F
			Commission Findings	N/A – The property is currently vacant with no significant features.
☐	☐	☒	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 T-3000 zone district which allows for up to a 1.6 Floor Area Ratio (FAR) if the development utilizes the City's density bonus program. The development has a proposed FAR of 1.30. The FAR Exceedance Agreement #27005 was approved on March 25, 2026.
☒	☐	☐	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	All garages are designated on the preliminary plat. Each townhouse has dedicated garage parking within each unit.

City of Ketchum

CITY COUNCIL MEETING AGENDA MEMO

Meeting Date:	July 9, 2026	Staff Member/Dept:	Morgan Landers, AICP – Contract Planner

Agenda Item: Recommendation to hold a public hearing and approve the Condominium Subdivision Preliminary Plat for the 300 E River Street Condominiums, as conditioned, and adopt the Findings of Fact.

Recommended Motion:

I move to approve the Condominium Subdivision Preliminary Plat for the 300 E River St Condominiums, as conditioned, and adopt the Findings of Fact, Conclusions of Law, and Decision.

Reasons for Recommendation:

- The construction of the Observatory Hotel located at 300 E River St at the corner of Main Street and River Street is nearing completion.
- Ketchum's Land Development Code requires that framing be completed prior to submittal of a preliminary plat, which the project has surpassed that milestone.
- Staff reviewed the preliminary plat application for compliance with the Ketchum Land Development Code, the Development Agreement for the project, the PUD/CUP approval, the Design Review approval, and the Floodplain Development approval.
- The preliminary plat, as conditioned, meets all the requirements and conditions set forth in all prior approvals.
- The Planning and Zoning Commission held a public hearing on the application on June 4, 2026, and approved the Findings of Fact for the application on June 17, 2026, recommending approval with four conditions.

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

As noted above, the Planning and Zoning Commission recommended approval of the condominium preliminary plat with four conditions. Those conditions included:

1. This preliminary plat application is subject to all conditions of approval for PUD/CUP P08-007, Design Review P22-059A, Amended and Restated Development Agreement (Instrument #630816) as amended, Floodplain Development Permit P25-046, and the ROW Encroachment Agreement as approved by City Council.
2. Prior to final plat approval, the plat shall be revised to add the following plat notes:
   a. A 25' wide scenic easement measured horizontally from the edge of the ordinary high water mark is granted as shown hereon, 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. Said easement shall shift in accordance with the location of the channel and its ordinary high-water mark

b. The 100-year floodplain line, ordinary high water and setbacks are subject to change with updated flood studies by FEMA and changes in the course of the river over time. This plat reflects the current conditions but should not be relied upon as the definitive source for this information
c. No parking space may be condominiumized or sold separate from a condominium unit

3. Prior to approval of the preliminary plat application by City Council, the final CC&Rs shall be reviewed and approved by the City Attorney.
4. 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.

As of the date of this report, condition #3 requiring approval of the CC&Rs by the city attorney has been satisfied. Therefore, condition #3 is not included in the recommended conditions of approval for the City Council's consideration of this application.

PLANNING AND ZONING COMMISSION RECOMMENDATION

The Commission recommends the City Council approve the 300 E River Street Condominium Preliminary Plat with the following conditions:

1. This preliminary plat application is subject to all conditions of approval for PUD/CUP P08-007, Design Review P22-059A, Amended and Restated Development Agreement (Instrument #630816) as amended, Floodplain Development Permit P25-046, and the ROW Encroachment Agreement as approved by City Council.
2. Prior to final plat approval, the plat shall be revised to add the following plat notes:
   a. A 25' wide scenic easement measured horizontally from the edge of the ordinary high water mark is granted as shown hereon, 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. Said easement shall shift in accordance with the location of the channel and its ordinary high-water mark
   b. The 100-year floodplain line, ordinary high water and setbacks are subject to change with updated flood studies by FEMA and changes in the course of the river over time. This plat reflects the current conditions but should not be relied upon as the definitive source for this information
   c. No parking space may be condominiumized or sold separate from a condominium unit
3. 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.

Sustainability Impact:

Sustainability impacts of the project were address through the PUD/CUP process, the proposed application complies with all requirements of the approved PUD/CUP.

Financial Impact:

None OR Adequate funds exist in account:	None

Attachments:

1. Application and Supporting Materials
2. Preliminary Plat Plan Set
3. Draft Findings of Fact, Conclusions of Law, and Decision

City of Ketchum

ATTACHMENT 1:

Application (upon request) and Supporting Materials

ALTA COMMITMENT FOR TITLE INSURANCE (07-01-2021)

ISSUED BY
STEWART TITLE GUARANTY COMPANY

NOTICE

IMPORTANT - READ CAREFULLY: THIS COMMITMENT IS AN OFFER TO ISSUE ONE OR MORE TITLE INSURANCE POLICIES. ALL CLAIMS OR REMEDIES SOUGHT AGAINST THE COMPANY INVOLVING THE CONTENT OF THIS COMMITMENT OR THE POLICY MUST BE BASED SOLELY IN CONTRACT.

THIS COMMITMENT IS NOT AN ABSTRACT OF TITLE, REPORT OF THE CONDITION OF TITLE, LEGAL OPINION, OPINION OF TITLE, OR OTHER REPRESENTATION OF THE STATUS OF TITLE. THE PROCEDURES USED BY THE COMPANY TO DETERMINE INSURABILITY OF THE TITLE, INCLUDING ANY SEARCH AND EXAMINATION, ARE PROPRIETARY TO THE COMPANY, WERE PERFORMED SOLELY FOR THE BENEFIT OF THE COMPANY, AND CREATE NO EXTRACONTRACTUAL LIABILITY TO ANY PERSON, INCLUDING A PROPOSED INSURED.

THE COMPANY'S OBLIGATION UNDER THIS COMMITMENT IS TO ISSUE A POLICY TO A PROPOSED INSURED IDENTIFIED IN SCHEDULE A IN ACCORDANCE WITH THE TERMS AND PROVISIONS OF THIS COMMITMENT. THE COMPANY HAS NO LIABILITY OR OBLIGATION INVOLVING THE CONTENT OF THIS COMMITMENT TO ANY OTHER PERSON.

COMMITMENT TO ISSUE POLICY

Subject to the Notice; Schedule B, Part I - Requirements; Schedule B, Part II - Exceptions; and the Commitment Conditions, STEWART TITLE GUARANTY COMPANY, a Texas corporation (the "Company"), commits to issue the Policy according to the terms and provisions of this Commitment. This Commitment is effective as of the Commitment Date shown in Schedule A for each Policy described in Schedule A, only when the Company has entered in Schedule A both the specified dollar amount as the Proposed Amount of Insurance and the name of the Proposed Insured.

If all of the Schedule B, Part I - Requirements have not been met within six months after the Commitment Date, this Commitment terminates and the Company's liability and obligation end.

Countersigned by:

Authorized Countersignature

Blaine County Title, Inc.
360 Sun Valley Road
P.O. Box 3176
Ketchum, ID 83340
(208) 726-0700

STEWART TITLE GUARANTY COMPANY INCORPORATED 1908 TEXAS

Frederick H. Eppinger
President and CEO

David Hisey
Secretary

This page is only a part of a 2021 ALTA® Commitment for Title Insurance. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I - Requirements; and Schedule B, Part II - Exceptions; and a countersignature by the Company or its issuing agent that may be in electronic form.

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COMMITMENT CONDITIONS

1. DEFINITIONS

a. "Discriminatory Covenant": Any covenant, condition, restriction, or limitation that is unenforceable under applicable law because it illegally discriminates against a class of individuals based on personal characteristics such as race, color, religion, sex, sexual orientation, gender identity, familial status, disability, national origin, or other legally protected class.
b. "Knowledge" or "Known": Actual knowledge or actual notice, but not constructive notice imparted by the Public Records.
c. "Land": The land described in Item 5 of Schedule A and improvements located on that land that by State law constitute real property. The term "Land" does not include any property beyond that described in Schedule A, nor any right, title, interest, estate, or easement in any abutting street, road, avenue, alley, lane, right-of-way, body of water, or waterway, but does not modify or limit the extent that a right of access to and from the Land is to be insured by the Policy.
d. "Mortgage": A mortgage, deed of trust, trust deed, security deed, or other real property security instrument, including one evidenced by electronic means authorized by law.
e. "Policy": Each contract of title insurance, in a form adopted by the American Land Title Association, issued or to be issued by the Company pursuant to this Commitment.
f. "Proposed Amount of Insurance": Each dollar amount specified in Schedule A as the Proposed Amount of Insurance of each Policy to be issued pursuant to this Commitment.
g. "Proposed Insured": Each person identified in Schedule A as the Proposed Insured of each Policy to be issued pursuant to this Commitment.
h. "Public Records": The recording or filing system established under State statutes in effect at the Commitment Date under which a document must be recorded or filed to impart constructive notice of matters relating to the Title to a purchaser for value without Knowledge. The term "Public Records" does not include any other recording or filing system, including any pertaining to environmental remediation or protection, planning, permitting, zoning, licensing, building, health, public safety, or national security matters.
i. "State": The state or commonwealth of the United States within whose exterior boundaries the Land is located. The term "State" also includes the District of Columbia, the Commonwealth of Puerto Rico, the U.S. Virgin Islands, and Guam.
j. "Title": The estate or interest in the Land identified in Item 3 of Schedule A.

2. If all of the Schedule B, Part I - Requirements have not been met within the time period specified in the Commitment to Issue Policy, this Commitment terminates and the Company's liability and obligation end.

3. The Company's liability and obligation is limited by and this Commitment is not valid without:

a. the Notice;
b. the Commitment to Issue Policy;
c. the Commitment Conditions;
d. Schedule A;
e. Schedule B, Part I - Requirements;
f. Schedule B, Part II - Exceptions; and
g. a countersignature by the Company or its issuing agent that may be in electronic form.

4. COMPANY'S RIGHT TO AMEND

The Company may amend this Commitment at any time. If the Company amends this Commitment to add a defect, lien, encumbrance, adverse claim, or other matter recorded in the Public Records prior to the Commitment Date, any liability of the Company is limited by Commitment Condition 5. The Company is not liable for any other amendment to this Commitment.

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5. LIMITATIONS OF LIABILITY

a. The Company's liability under Commitment Condition 4 is limited to the Proposed Insured's actual expense incurred in the interval between the Company's delivery to the Proposed Insured of the Commitment and the delivery of the amended Commitment, resulting from the Proposed Insured's good faith reliance to:
   i. comply with the Schedule B, Part I - Requirements;
   ii. eliminate, with the Company's written consent, any Schedule B, Part II - Exceptions; or
   iii. acquire the Title or create the Mortgage covered by this Commitment.

b. The Company is not liable under Commitment Condition 5.a. if the Proposed Insured requested the amendment or had Knowledge of the matter and did not notify the Company about it in writing.

c. The Company is only liable under Commitment Condition 4 if the Proposed Insured would not have incurred the expense had the Commitment included the added matter when the Commitment was first delivered to the Proposed Insured.

d. The Company's liability does not exceed the lesser of the Proposed Insured's actual expense incurred in good faith and described in Commitment Condition 5.a. or the Proposed Amount of Insurance.

e. The Company is not liable for the content of the Transaction Identification Data, if any.

f. The Company is not obligated to issue the Policy referred to in this Commitment unless all of the Schedule B, Part I—Requirements have been met to the satisfaction of the Company.

g. The Company's liability is further limited by the terms and provisions of the Policy to be issued to the Proposed Insured.

6. LIABILITY OF THE COMPANY MUST BE BASED ON THIS COMMITMENT; CHOICE OF LAW AND CHOICE OF FORUM

a. Only a Proposed Insured identified in Schedule A, and no other person, may make a claim under this Commitment.

b. Any claim must be based in contract under the State law of the State where the Land is located and is restricted to the terms and provisions of this Commitment. Any litigation or other proceeding brought by the Proposed Insured against the Company must be filed only in a State or federal court having jurisdiction.

c. This Commitment, as last revised, is the exclusive and entire agreement between the parties with respect to the subject matter of this Commitment and supersedes all prior commitment negotiations, representations, and proposals of any kind, whether written or oral, express or implied, relating to the subject matter of this Commitment.

d. The deletion or modification of any Schedule B, Part II—Exception does not constitute an agreement or obligation to provide coverage beyond the terms and provisions of this Commitment or the Policy.

e. Any amendment or endorsement to this Commitment must be in writing and authenticated by a person authorized by the Company.

f. When the Policy is issued, all liability and obligation under this Commitment will end and the Company's only liability will be under the Policy.

7. IF THIS COMMITMENT IS ISSUED BY AN ISSUING AGENT

The issuing agent is the Company's agent only for the limited purpose of issuing title insurance commitments and policies. The issuing agent is not the Company's agent for closing, settlement, escrow, or any other purpose.

8. PRO-FORMA POLICY

The Company may provide, at the request of a Proposed Insured, a pro-forma policy illustrating the coverage that the Company may provide. A pro-forma policy neither reflects the status of Title at the time that the pro-forma policy is delivered to a Proposed Insured, nor is it a commitment to insure.

9. CLAIMS PROCEDURES

This Commitment incorporates by reference all Conditions for making a claim in the Policy to be issued to the Proposed Insured. Commitment Condition 9 does not modify the limitations of liability in Commitment Conditions 5 and 6.

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10. CLASS ACTION

ALL CLAIMS AND DISPUTES ARISING OUT OF OR RELATING TO THIS COMMITMENT, INCLUDING ANY SERVICE OR OTHER MATTER IN CONNECTION WITH ISSUING THIS COMMITMENT, ANY BREACH OF A COMMITMENT PROVISION, OR ANY OTHER CLAIM OR DISPUTE ARISING OUT OF OR RELATING TO THE TRANSACTION GIVING RISE TO THIS COMMITMENT, MUST BE BROUGHT IN AN INDIVIDUAL CAPACITY. NO PARTY MAY SERVE AS PLAINTIFF, CLASS MEMBER, OR PARTICIPANT IN ANY CLASS OR REPRESENTATIVE PROCEEDING. ANY POLICY ISSUED PURSUANT TO THIS COMMITMENT WILL CONTAIN A CLASS ACTION CONDITION.

11. ARBITRATION

The Policy contains an arbitration clause. All arbitrable matters when the Proposed Amount of Insurance is $2,000,000 or less may be arbitrated at the election of either the Company or the Proposed Insured as the exclusive remedy of the parties. A Proposed Insured may review a copy of the arbitration rules at http://www.alta.org/arbitration.

STEWART TITLE GUARANTY COMPANY

All notices required to be given the Company and any statement in writing required to be furnished the Company shall be addressed to it at Stewart Title Guaranty Company, P.O. Box 2029, Houston, Texas 77252-2029.

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ALTA COMMITMENT FOR TITLE INSURANCE (07-01-2021)
SCHEDULE A

ISSUED BY
STEWART TITLE GUARANTY COMPANY

Transaction Identification Data, for which the Company assumes no liability as set forth in Commitment Condition 5.e.:

Issuing Agent:	Blaine County Title, Inc.
Issuing Office:	360 Sun Valley Road, P.O. Box 3176, Ketchum, ID 83340
Issuing Office's ALTA® Registry ID:	1074245
Loan ID Number:	
Commitment Number:	2325094
Issuing Office File Number:	2325094
Property Address:	300 E River St., Ketchum, ID 83340
Revision Number:	1

1. **Commitment Date:** October 22, 2025 at 8:00 A.M.

2. **Policy to be issued:** **Proposed Amount of Insurance**

   (a) 2021 ALTA® Owner's Policy

   Proposed Insured:

   (b) 2021 ALTA® Loan Policy

   Proposed Insured:

3. **The estate or interest in the Land at the Commitment Date is:**

   Fee Simple

4. **The Title is, at the Commitment Date, vested in:**

   Harriman Ketchum Hotel, LLC, an Idaho limited liability company

5. **The Land is described as follows:**

   Lot 2, Block 83 of a REPLAT OF BLOCK 83 ORIGINAL TOWN OF KETCHUM, according to the official plat thereof, recorded as Instrument No. 210798, records of Blaine County, Idaho.

STEWART TITLE GUARANTY COMPANY


Authorized Countersignature

STATEMENT OF CHARGES
These charges are due and payable before a policy can be issued

This page is only a part of a 2021 ALTA® Commitment for Title Insurance. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I - Requirements; and Schedule B, Part II - Exceptions; and a countersignature by the Company or its issuing agent that may be in electronic form.

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ALTA COMMITMENT FOR TITLE INSURANCE (07-01-2021)
SCHEDULE B PART I

ISSUED BY
STEWART TITLE GUARANTY COMPANY

Requirements

File No.: 2325094- Revision No. 1

All of the following Requirements must be met:

1. The Proposed Insured must notify the Company in writing of the name of any party not referred to in this Commitment who will obtain an interest in the Land or who will make a loan on the Land. The Company may then make additional Requirements or Exceptions.

2. Pay the agreed amount for the estate or interest to be insured.

3. Pay the premiums, fees, and charges for the Policy to the Company.

4. Documents satisfactory to the Company that convey the Title or create the Mortgage to be insured, or both, must be properly authorized, executed, delivered, and recorded in the Public Records.

5. Pursuant to the State of Idaho Insurance Regulations, a cancellation fee is to be charged on all cancelled orders. Unless otherwise advised, orders will be considered cancelled six months after the effective date on the Commitment. The amount of the fee assessed shall be in accordance with our rate filing with the Idaho Department of Insurance.

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ALTA COMMITMENT FOR TITLE INSURANCE (07-01-2021)
SCHEDULE B PART II

ISSUED BY
STEWART TITLE GUARANTY COMPANY

Exceptions

File No.: 2325094- Revision No. 1

Some historical land records contain Discriminatory Covenants that are illegal and unenforceable by law. This Commitment and the Policy treat any Discriminatory Covenant in a document referenced in Schedule B as if each Discriminatory Covenant is redacted, repudiated, removed, and not republished or recirculated. Only the remaining provisions of the document will be excepted from coverage.

The Policy will not insure against loss or damage resulting from the terms and conditions of any lease or easement identified in Schedule A, and will include the following Exceptions unless cleared to the satisfaction of the Company:

1. Any defect, lien, encumbrance, adverse claim, or other matter that appears for the first time in the Public Records or is created, attaches, or is disclosed between the Commitment Date and the date on which all of the Schedule B, Part I - Requirements are met.

2. Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the Public Records. Proceedings by a public agency which may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by Public Record.

3. Any facts, rights, interests, or claims which are not shown by the Public Records, but which could be ascertained by an inspection of the Land or by making inquiry of persons in possession thereof.

4. Easements, liens, or encumbrances, or claims thereof, which are not shown by the Public Records.

5. Discrepancies, conflicts in boundary lines, shortages in area, encroachments, or any other facts which a correct survey would disclose, and which are not shown by the Public Records.

6. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims, or title to water, whether or not the matters excepted under (a), (b) or (c) are shown by the Public Records.

7. Any lien or right to a lien for services, labor, equipment, or material heretofore or hereafter furnished, imposed by law and not shown by the Public Records.

8. Rights of the state or federal government and/or public in and to any portion of the land for right of way (whether or not such rights are shown by recordings of easements and/or maps in the Public Records by the State of Idaho showing the general location of these rights of way).

9. Minerals of whatsoever kind, subsurface and surface substances, including but not limited to coal, lignite, oil, gas, uranium, clay, rock, sand and gravel in, on, under and that may be produced from the Land, together with all rights, privileges, and immunities relating thereto, whether or not appearing in the Public Records or listed in Schedule B. The Company makes no representation as to the present ownership of any such interests. There may be leases, grants, exceptions or reservations of interests that are not listed.

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Exceptions

10. General taxes for the year 2025 and subsequent years, which are a lien not yet payable.

    Note: General taxes for the year 2024, a lien in the amount of $11,301.86, which are paid in full. (Parcel No. RPK00000830020)

11. Water and sewer charges of the City of Ketchum, which are current as of the date of policy

12. Ketchum rubbish charges billed by Clear Creek Disposal, which are current as of date of policy

13. Sanitary Sewer Easement, including the terms and provisions thereof, in favor of the City of Ketchum, recorded June 26, 1968 in Book 189 of Deeds at page 185, as Instrument No. 130090, records of Blaine County, Idaho.

14. Notes, Easements and Restrictions, if any, as shown on the plat a Replat of Block 83 Original Town of Ketchum, recorded January 13, 1981 as Instrument No. 210798, records of Blaine County, Idaho.

15. Amended and Restated Development Agreement, including the terms and provisions thereof, recorded October 30, 2015 as Instrument No. 630816 and Corrected June 22, 2016 as Instrument No. 635897, and First Amendment recorded June 5, 2018 as Instrument No. 652281, and Second Amendment recorded April 7, 2023 as Instrument No. 699618, records of Blaine County, Idaho.

    Notice of Employee Housing Plan, including the terms and provisions thereof, recorded April 22, 2016 as Instrument No. 634489, records of Blaine County, Idaho.

    Settlement Agreement, including the terms and provisions thereof, recorded June 29, 2022 as Instrument No. 694658, records of Blaine County, Idaho.

    Waiver of Condition of Settlement Agreement, including the terms and provisions thereof, recorded July 19, 2022 as Instrument No. 695102, records of Blaine County, Idaho.

16. Hotel Ketchum Amenities Agreement, including the terms and provisions thereof, by and between Trail Creek Fund, LLC, a California limited liability company and Richard L. Mull, recorded April 2, 2013 as Instrument No. 607927, records of Blaine County, Idaho.

17. Right of Way Encroachment Agreement dated July 14, 2016, including the terms and provisions thereof, by and between Trail Creek Fund LLC and the City of Ketchum, as disclosed to the Company.

18. Owner Participation Agreement, including the terms and provisions thereof, by and between the Ketchum Urban Renewal Agency and Trail Creek Fund, LLC, recorded February 22, 2017 as Instrument No. 641727, records of Blaine County, Idaho.

19. All matters depicted on that certain Survey recorded November 8, 2019 as Instrument No. 664764, records of Blaine County, Idaho.

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ALTA COMMITMENT FOR TITLE INSURANCE (07-01-2021)
SCHEDULE B PART II

ISSUED BY
STEWART TITLE GUARANTY COMPANY

Exceptions

20. All matters depicted on that certain ALTA/NSPS Survey, dated November 27, 2019, as Project No. 6560-02, records of Blaine County, Idaho.

21. Assignment Agreement 20441, including the terms and provisions thereof, recorded December 19, 2019 as Instrument No. 665815, records of Blaine County, Idaho.

22. Assignment Agreement, including the terms and provisions thereof, recorded July 21, 2022 as Instrument No. 695155, and Corrected Assignment Agreement recorded August 1, 2022 as Instrument No. 695340, records of Blaine County, Idaho.

23. Any adverse claim based upon the assertion that
    a) Some portion of the land forms the bed or bank of a navigable river or lake, or lies below the mean high water mark thereof;
    b) The boundary of the land has been affected by a change in the course or water level of a navigable river or lake;
    c) The land is subject to water rights, claims or title to water and to any law or governmental regulation pertaining to wetlands.

24. Deed of Trust to secure an indebtedness in the amount shown below, and any other obligations secured thereby:
    Amount: $55,500,000.00
    Dated: 02/02/2024
    Grantor: Harriman Ketchum Hotel, LLC, an Idaho limited liability company
    Trustee: Blaine County title, Inc.
    Beneficiary: Centennial Bank, an Arkansas state-chartered bank
    Recorded: 02/02/2024, as Instrument No. 704599, records of Blaine County, Idaho

25. UCC-1 Financing Statement by and between Harriman Ketchum Hotel, LLC as Debtor and Centennial Bank as Secured Party recorded 02/02/2024 as Instrument No. 704600, records of Blaine County, Idaho

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STEWART TITLE GUARANTY COMPANY
PRIVACY NOTICE

This Stewart Title Guaranty Company Privacy Notice ("Notice") explains how Stewart Title Guaranty Company and its subsidiary title insurance companies (collectively, "Stewart") collect, use, and protect personal information, when and to whom we disclose such information, and the choices you have about the use and disclosure of your information. Pursuant to Title V of the Gramm-Leach Bliley Act ("GLBA") and other Federal and state laws and regulations applicable to financial institutions, consumers have the right to limit some, but not all sharing of their personal information. Please read this Notice carefully to understand how Stewart uses your personal information.

The types of personal information Stewart collects, and shares depends on the product or service you have requested.

Stewart may collect the following categories of personal and financial information from you throughout your transaction:

1. Identifiers: Real name, alias, online IP address if accessing company websites, email address, account name, unique online identifier, social security number, driver's license number, passport number, or other similar identifiers;

2. Demographic Information: Marital status, gender, date of birth.

3. Personal Information and Personal Financial Information: Name, signature, social security number, physical characteristics or description, address, telephone number, insurance policy number, education, employment, employment history, bank account number, credit card number, debit card number, credit reports, or any other information necessary to complete the transaction.

Stewart may collect personal information about you from:

1. Publicly available information from government records.
2. Information we receive directly from you or your agent(s), such as your lender or real estate broker;
3. Information about your transactions with Stewart, our affiliates, or others; and
4. Information we receive from consumer reporting agencies and/or governmental entities, either directly from these entities or through others.

Stewart may use your personal information for the following purposes:

1. To provide products and services to you or in connection with a transaction.
2. To improve our products and services.
3. To communicate with you about our, our affiliates', and others' products and services, jointly or independently.

Stewart may use or disclose the personal information we collect for one or more of the following purposes:

a. To fulfill or meet the reason for which the information is provided.
b. To provide, support, personalize, and develop our website, products, and services.
c. To create, maintain, customize, and secure your account with Stewart.
d. To process your requests, purchases, transactions, and payments and prevent transactional fraud.
e. To prevent and/or process claims.
f. To assist third party vendors/service providers who complete transactions or perform services on Stewart's behalf pursuant to valid service provider agreements.
g. As necessary or appropriate to protect the rights, property or safety of Stewart, our customers or others.
h. To provide you with support and to respond to your inquiries, including to investigate and address your concerns and monitor and improve our responses.
i. To help maintain the safety, security, and integrity of our website, products and services, databases and other technology-based assets, and business.
j. To respond to law enforcement or regulator requests as required by applicable law, court order, or governmental regulations.
k. Auditing for compliance with federal and state laws, rules and regulations.
l. Performing services including maintaining or servicing accounts, providing customer service, processing or fulfilling orders and transactions, verifying customer information, processing payments.
m. To evaluate or conduct a merger, divestiture, restructuring, reorganization, dissolution, or other sale or transfer of some or all of our assets, whether as a going concern or as part of bankruptcy, liquidation, or similar proceeding, in which personal information held by us is among the assets transferred.

Stewart will not collect additional categories of personal information or use the personal information we collected for materially different, unrelated, or incompatible purposes without providing you notice.

Disclosure of Personal Information to Affiliated Companies and Nonaffiliated Third Parties

Stewart does not sell your personal information to nonaffiliated third parties. Stewart may share your information with those you have designated as your agent throughout the course of your transaction (for example, a realtor, broker, or a lender). Stewart may disclose your personal information to a non-affiliated third party for a business purpose. Typically, when we disclose personal information for a business purpose, we enter in a contract that describes the purpose and requires the recipient to both keep that personal information confidential and not use it for any purpose except performing the contract.

We share your personal information with the following categories of third parties:

a. Non-affiliated service providers and vendors we contract with to render specific services (For example, search companies, mobile notaries, and companies providing credit/debit card processing, billing, shipping, repair, customer service, auditing, marketing, etc.)
b. To enable Stewart to prevent criminal activity, fraud, material misrepresentation, or nondisclosure.
c. Stewart's affiliated and subsidiary companies.
d. Non-affiliated third-party service providers with whom we perform joint marketing, pursuant to an agreement with them to jointly market financial products or services to you.
e. Parties involved in litigation and attorneys, as required by law.
f. Financial rating organizations, rating bureaus and trade associations.
g. Federal and State Regulators, law enforcement and other government entities to law enforcement or authorities in connection with an investigation, or in response to a subpoena or court order.

The law does not require your prior authorization or consent and does not allow you to restrict the disclosures described above. Additionally, we may disclose your information to third parties for whom you have given us authorization or consent to make such disclosure. We do not otherwise share your Personal Information or Browsing Information with non-affiliated third parties, except as required or permitted by law.

Right to Limit Use of Your Personal Information

You have the right to opt-out of sharing of your personal information among our affiliates to directly market to you. To opt-out of sharing to our affiliates for direct marketing, you may send an "opt out" request to Privacyrequest@stewart.com, or contact us through other available methods provided under "Contact Information" in this Notice. We do not share your Personal Information with nonaffiliates for their use to direct market to you without your consent.

How Stewart Protects Your Personal Information

Stewart maintains physical, technical and administrative safeguards and policies to protect your personal information.

Contact Information

If you have questions or comments about this Notice, the ways in which Stewart collects and uses your information described herein, your choices and rights regarding such use, or wish to exercise your rights under law, please do not hesitate to contact us at:

Phone: Toll Free at 1-866-571-9270

Email: Privacyrequest@stewart.com

Postal Address: Stewart Information Services Corporation
Attn: Mary Thomas, Chief Compliance and Regulatory Officer
1360 Post Oak Blvd., Ste. 100, MC #14-1
Houston, TX 77056

Effective Date: January 1, 2020
Updated: January 1, 2023

Privacy Notice at Collection for California Residents

Pursuant to the California Consumer Privacy Act of 2018 ("CCPA") and the California Privacy Rights Act of 2020, effective January 1, 2023 ("CPRA"), Stewart Information Services Corporation and its subsidiary companies (collectively, "Stewart") are providing this **Privacy Notice at Collection for California Residents** ("CCPA & CPRA Notice"). This CCPA & CPRA Notice supplements the information contained in Stewart's existing privacy notice and applies solely to all visitors, users, and consumers and others who reside in the State of California or are considered California Residents as defined in the CCPA & CPRA ("consumers" or "you"). All terms defined in the CCPA & CPRA have the same meaning when used in this Notice.

Personal and Sensitive Personal Information Stewart Collects

- Publicly available information from government records.
- Deidentified or aggregated consumer information.
- Certain personal information protected by other sector-specific federal or California laws, including but not limited to the Fair Credit Reporting Act (FCRA), Gramm Leach Bliley Act (GLBA) and California Financial Information Privacy Act (FIPA).

Specifically, Stewart has collected the following categories of **personal and sensitive personal information** from consumers within the last twelve (12) months:

Category	Examples	Collected
A. Identifiers	A real name, alias, postal address, unique personal identifier, online identifier, Internet Protocol address, email address, account name, Social Security number, driver's license number, passport number, or other similar identifiers .	YES
B. Personal information categories listed in the California Customer Records statute (Cal. Civ. Code § 1798.80(e)).	A name, signature, Social Security number, physical characteristics or description, address, telephone number, passport number, driver's license or state identification card number, insurance policy number, education, employment, employment history, bank account number, credit card number, debit card number, or any other financial information, medical information, or health insurance information. Some personal information included in this category may overlap with other categories.	YES
C. Protected classification characteristics under California or federal law	Age (40 years or older), race, color, ancestry, national origin, citizenship, religion or creed, marital status, medical condition, physical or mental disability, sex (including gender, gender identity, gender expression, pregnancy or childbirth and related medical conditions), sexual orientation, veteran or military status, genetic information (including familial genetic information).	YES
D. Commercial information	Records of personal property, products or services purchased, obtained, or considered, or other purchasing or consuming histories or tendencies.	YES
E. Biometric information.	Genetic, physiological, behavioral, and biological characteristics, or activity patterns used to extract a template or other identifier or identifying information, such as, fingerprints, faceprints, and voiceprints, iris or retina scans, keystroke, gait, or other physical patterns, and sleep, health, or exercise data.	YES
F. Internet or other similar network activity.	Browsing history, search history, information on a consumer's interaction with a website, application, or advertisement.	YES

G. Geolocation data.	Physical location or movements.	YES
H. Sensory data.	Audio, electronic, visual, thermal, olfactory, or similar information.	YES
I. Professional or employment-related information.	Current or past job history or performance evaluations.	YES
J. Non-public education information (per the Family Educational Rights and Privacy Act (20 U.S.C. Section 1232g, 34 C.F.R. Part 99)).	Education records directly related to a student maintained by an educational institution or party acting on its behalf, such as grades, transcripts, class lists, student schedules, student identification codes, student financial information, or student disciplinary records.	YES
K. Inferences drawn from other personal information.	Profile reflecting a person's preferences, characteristics, psychological trends, predispositions, behavior, attitudes, intelligence, abilities, and aptitudes.	YES

Stewart obtains the categories of personal and sensitive information listed above from the following categories of sources:

- Directly and indirectly from customers, their designees, or their agents (For example, realtors, lenders, attorneys, brokers, etc.)
- Directly and indirectly from activity on Stewart's website or other applications.
- From third-parties that interact with Stewart in connection with the services we provide.

Use of Personal and Sensitive Personal Information

Stewart may use or disclose the personal or sensitive information we collect for one or more of the following purposes:

a. To fulfill or meet the reason for which the information is provided.
b. To provide, support, personalize, and develop our website, products, and services.
c. To create, maintain, customize, and secure your account with Stewart.
d. To process your requests, purchases, transactions, and payments and prevent transactional fraud.
e. To prevent and/or process claims.
f. To assist third party vendors/service providers who complete transactions or perform services on Stewart's behalf pursuant to valid service provider agreements.
g. As necessary or appropriate to protect the rights, property or safety of Stewart, our customers or others.
h. To provide you with support and to respond to your inquiries, including to investigate and address your concerns and monitor and improve our responses.
i. To personalize your website experience and to deliver content and product and service offerings relevant to your interests, including targeted offers and ads through our website, third-party sites, and via email or text message (with your consent, where required by law).
j. To help maintain the safety, security, and integrity of our website, products and services, databases and other technology-based assets, and business.
k. To respond to law enforcement or regulator requests as required by applicable law, court order, or governmental regulations.
l. Auditing for compliance with federal and state laws, rules and regulations.
m. Performing services including maintaining or servicing accounts, providing customer service, processing or fulfilling orders and transactions, verifying customer information, processing payments, providing advertising or marketing services or other similar services.
n. To evaluate or conduct a merger, divestiture, restructuring, reorganization, dissolution, or other sale or transfer of some or all of our assets, whether as a going concern or as part of bankruptcy, liquidation, or similar proceeding, in which personal information held by us is among the assets transferred.

Stewart will not collect additional categories of personal or sensitive information or use the personal or sensitive information we collected for materially different, unrelated, or incompatible purposes without providing you notice.

Disclosure of Personal Information to Affiliated Companies and Nonaffiliated Third Parties

Stewart does not sell your personal information to nonaffiliated third parties. Stewart may share your information with those you have designated as your agent throughout the course of your transaction (for example, a realtor, broker, or a lender). Stewart may disclose your personal information to a third party for a business purpose. Typically, when we disclose personal information for a business purpose, we enter into a contract that describes the purpose and requires the recipient to both keep that personal information confidential and not use it for any purpose except performing the contract.

We share your personal information with the following categories of third parties:

a. Service providers and vendors we contract with to render specific services (For example, search companies, mobile notaries, and companies providing credit/debit card processing, billing, shipping, repair, customer service, auditing, marketing, etc.)
b. Affiliated Companies.
c. Parties involved in litigation and attorneys, as required by law.
d. Financial rating organizations, rating bureaus and trade associations.
e. Federal and State Regulators, law enforcement and other government entities

In the preceding twelve (12) months, Stewart has disclosed the following categories of personal information for a business purpose:

Category A:	Identifiers
Category B:	California Customer Records personal information categories
Category C:	Protected classification characteristics under California or federal law
Category D:	Commercial Information
Category E:	Biometric Information
Category F:	Internet or other similar network activity
Category G:	Geolocation data
Category H:	Sensory data
Category I:	Professional or employment-related information
Category J:	Non-public education information
Category K:	Inferences

Your Consumer Rights and Choices Under CPPA and CPRA

Your Rights Under CCPA

The CCPA provides consumers (California residents as defined in the CCPA) with specific rights regarding their personal information. This section describes your CCPA rights and explains how to exercise those rights.

Access to Specific Information and Data Portability Rights

You have the right to request that Stewart disclose certain information to you about our collection and use of your personal information over the past 12 months. Once we receive and confirm your verifiable consumer request, Stewart will disclose to you:

- The categories of personal information Stewart collected about you.
- The categories of sources for the personal information Stewart collected about you.
- Stewart's business or commercial purpose for collecting that personal information.
- The categories of third parties with whom Stewart shares that personal information.
- The specific pieces of personal information Stewart collected about you (also called a data portability request).
- If Stewart disclosed your personal data for a business purpose, a listing identifying the personal information categories that each category of recipient obtained.

Deletion Request Rights

You have the right to request that Stewart delete any of your personal information we collected from you and retained, subject to certain exceptions. Once we receive and confirm your verifiable consumer request, Stewart will delete (and direct our service providers to delete) your personal information from our records, unless an exception applies.

Stewart may deny your deletion request if retaining the information is necessary for us or our service providers to:

1. Complete the transaction for which we collected the personal information, provide a good or service that you requested, take actions reasonably anticipated within the context of our ongoing business relationship with you, or otherwise perform our contract with you.
2. Detect security incidents, protect against malicious, deceptive, fraudulent, or illegal activity, or prosecute those responsible for such activities.
3. Debug products to identify and repair errors that impair existing intended functionality.

4. Exercise free speech, ensure the right of another consumer to exercise their free speech rights, or exercise another right provided for by law.
5. Comply with the California Electronic Communications Privacy Act (Cal. Penal Code § 1546 *seq.*)
6. Engage in public or peer-reviewed scientific, historical, or statistical research in the public interest that adheres to all other applicable ethics and privacy laws, when the information's deletion may likely render impossible or seriously impair the research's achievement, if you previously provided informed consent.
7. Enable solely internal uses that are reasonably aligned with consumer expectations based on your relationship with us.
8. Comply with a legal obligation.
9. Make other internal and lawful uses of that information that are compatible with the context in which you provided it.

Your Rights Under CPRA

CPRA expands upon your consumer rights and protections offered by the CCPA. This section describes your CPRA rights and explains how to exercise those rights.

Opt-Out of Information Sharing and Selling

Stewart does not share or sell information to third parties, as the terms are defined under the CCPA and CPRA. Stewart only shares your personal information as commercially necessary and in accordance with this CCPA & CPRA Notice.

Correction of Inaccurate Information

You have the right to request that Stewart correct any inaccurate information maintained about.

Limit the Use of Sensitive Personal Information

You have the right to limit how your sensitive personal information, as defined in the CCPA and CPRA is disclosed or shared with third parties.

Exercising Your Rights Under CCPA and CPRA

To exercise the access, data portability, deletion, opt-out, correction, or limitation rights described above, please submit a verifiable consumer request to us by the available means provided below:

1. Calling us Toll Free at 1-866-571-9270
2. Emailing us at Privacyrequest@stewart.com; or
3. Visiting http://stewart.com/ccpa.

Only you, or someone legally authorized to act on your behalf, may make a verifiable consumer request related to your personal information. You may also make a verifiable consumer request on behalf of your minor child, if applicable.

To designate an authorized agent, please contact Stewart through one of the methods mentioned above.

You may only make a verifiable consumer request for access or data portability twice within a 12-month period. The verifiable consumer request must:

- Provide sufficient information that allows us to reasonably verify you are the person about whom we collected personal information or an authorized representative.
- Describe your request with sufficient detail that allows us to properly understand, evaluate, and respond to it.

Stewart cannot respond to your request or provide you with personal information if we cannot verify your identity or authority to make the request and confirm the personal information relates to you.

Making a verifiable consumer request does not require you to create an account with Stewart.

Response Timing and Format

We endeavor to respond to a verifiable consumer request within forty-five (45) days of its receipt. If we require more time (up to an additional 45 days), we will inform you of the reason and extension period in writing.

A written response will be delivered by mail or electronically, at your option.

Any disclosures we provide will only cover the 12-month period preceding the verifiable consumer request's receipt. The response we provide will also explain the reasons we cannot comply with a request, if applicable. For data portability requests, we will select a format to provide your personal information that is readily useable and should allow you to transmit the information from one entity to another entity without hindrance.

Stewart does not charge a fee to process or respond to your verifiable consumer request unless it is excessive, repetitive, or manifestly unfounded. If we determine that the request warrants a fee, we will tell you why we made that decision and provide you with a cost estimate before completing your request.

Non-Discrimination

Stewart will not discriminate against you for exercising any of your CCPA and CPRA rights. Unless permitted by the CCPA or CPRA, we will not:

- Deny you goods or services.
- Charge you a different prices or rates for goods or services, including through granting discounts or other benefits, or imposing penalties.
- Provide you a different level or quality of goods or services.
- Suggest that you may receive a different price or rate for goods or services or a different level or quality of goods or services.

Record Retention

Your personal information will not be kept for longer than is necessary for the business purpose for which it is collected and processed. We will retain your personal information and records based on established record retention policies pursuant to California law and in compliance with all federal and state retention obligations. Additionally, we will retain your personal information to comply with applicable laws, regulations, and legal processes (such as responding to subpoenas or court orders), and to respond to legal claims, resolve disputes, and comply with legal or regulatory recordkeeping requirements

Changes to This CCPRA & CPRA Notice

Stewart reserves the right to amend this CCPA & CPRA Notice at our discretion and at any time. When we make changes to this CCPA & CPRA Notice, we will post the updated Notice on Stewart's website and update the Notice's effective date.

Link to Privacy Notice

Stewarts Privacy Notice can be found on our website at https://www.stewart.com/en/privacy.html.

Contact Information

If you have questions or comments about this notice, the ways in which Stewart collects and uses your information described herein, your choices and rights regarding such use, or wish to exercise your rights under California law, please do not hesitate to contact us at:

Phone: Toll Free at 1-866-571-9270

Website: http://stewart.com/ccpa

Email: Privacyrequest@stewart.com

Postal Address: Stewart Information Services Corporation
Attn: Mary Thomas, Chief Compliance and Regulatory Officer
1360 Post Oak Blvd., Ste. 100, MC #14-1
Houston, TX 77056

STG Privacy Notice 2 (Rev 01/26/09) Independent Agencies and Unaffiliated Escrow Agents

WHAT DO/DOES THE Blaine County Title, Inc. DO
WITH YOUR PERSONAL INFORMATION?

Federal and applicable state law and regulations give consumers the right to limit some but not all sharing. Federal and applicable state law regulations also require us to tell you how we collect, share, and protect your personal information. Please read this notice carefully to understand how we use your personal information. This privacy notice is distributed on behalf of Blaine County Title, Inc. , and its affiliates (" N/A "), pursuant to Title V of the Gramm-Leach-Bliley Act (GLBA).

The types of personal information we collect and share depend on the product or service that you have sought through us. This information can include social security numbers and driver's license number.

All financial companies, such as Blaine County Title, Inc. , need to share customers' personal information to run their everyday business—to process transactions and maintain customer accounts. In the section below, we list the reasons that we can share customers' personal information; the reasons that we choose to share; and whether you can limit this sharing.

Reasons we can share your personal information	Do we share?	Can you limit this sharing?
For our everyday business purposes— to process your transactions and maintain your account. This may include running the business and managing customer accounts, such as processing transactions, mailing, and auditing services, and responding to court orders and legal investigations.	Yes	No
For our marketing purposes— to offer our products and services to you.	Yes	No
For joint marketing with other financial companies	No	We don't share
For our affiliates' everyday business purposes— information about your transactions and experiences. Affiliates are companies related by common ownership or control. They can be financial and non-financial companies.	Yes	No
For our affiliates' everyday business purposes— information about your creditworthiness.	No	We don't share
For our affiliates to market to you	Yes	No
For non-affiliates to market to you. Non-affiliates are companies not related by common ownership or control. They can be financial and non-financial companies.	No	We don't share

We may disclose your personal information to our affiliates or to non-affiliates as permitted by law. If you request a transaction with a non-affiliate, such as a third party insurance company, we will disclose your personal information to that non-affiliate. [We do not control their subsequent use of information, and suggest you refer to their privacy notices.]

Sharing practices	
How often do/does Blaine County Title, Inc. notify me about their practices?	We must notify you about our sharing practices when you request a transaction.
How do/does Blaine County Title, Inc. protect my personal information?	To protect your personal information from unauthorized access and use, we use security measures that comply with federal and state law. These measures include computer, file, and building safeguards.
How do/does Blaine County Title, Inc. collect my personal information?	We collect your personal information, for example, when you • request insurance-related services • provide such information to us We also collect your personal information from others, such as the real estate agent or lender involved in your transaction, credit reporting agencies, affiliates or other companies.
What sharing can I limit?	Although federal and state law give you the right to limit sharing (e.g., opt out) in certain instances, we do not share your personal information in those instances.

Contact Us	If you have any questions about this privacy notice, please contact us at: Blaine County Title, Inc. , 360 Sun Valley Road, PO Box 3176, Ketchum, ID 83340

Instrument # 694921
HAILEY, BLAINE, IDAHO
07-12-2022 3:31:45 PM No. of Pages: 2
Recorded for: BLAINE COUNTY TITLE
STEPHEN MCDOUGALL GRAHAM Fee: $15.00
Ex-Officio Recorder Deputy: JB
Electronically Recorded by Simplifile

BCT
BLAINE COUNTY TITLE

WARRANTY DEED

FOR VALUE RECEIVED

Harriman Hotel, LLC, an Idaho limited liability company,

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

Harriman Ketchum Hotel, LLC, an Idaho limited liability company

the Grantee, whose current address is: PO Box 84, Sun Valley, ID 83353

the following described premises, to-wit:

Lot 2, Block 83 of a REPLAT OF BLOCK 83 ORIGINAL TOWN OF KETCHUM, according to the official plat thereof, recorded as Instrument No. 210798, records of Blaine County, Idaho.

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

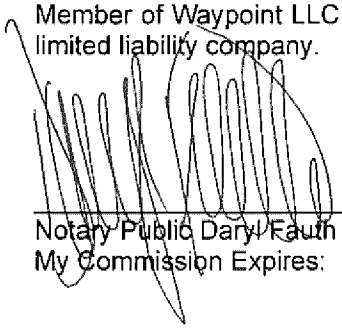
Dated this 30th day of June, 2022.

HARRIMAN HOTEL, LLC, AN IDAHO LIMITED LIABILITY COMPANY
BY: Waypoint, LLC, an Idaho limited liability company, its Manager

Jack E. Bariteau Jr.
Managing Member, Waypoint LLC

State of Idaho
County of Blaine

This record was acknowledged before me on 1st day of July, 2022, by Jack E. Bariteau Jr., Managing Member of Waypoint LLC, an Idaho limited liability company, Manager of Harriman Hotel, LLC, an Idaho limited liability company.



Notary Public Daryl Fauth
My Commission Expires: September 24, 2024

(STAMP)

DARYL FAUTH
COMMISSION NO. 22854
NOTARY PUBLIC
STATE OF IDAHO
MY COMMISSION EXPIRES 09/24/24

SEWER LINE EASEMENT AGREEMENT

This Sewer Line Easement Agreement (**"Easement Agreement"**) is made this 7th day of January 2026, by and between La Residence Condominiums, an unincorporated association ("**Grantor**") and City of Ketchum, Idaho ("**Grantee**") (Grantor and Grantee are collectively referred to as **"Parties"**).

RECITALS

A. The Grantor is the owner in fee simple of a parcel of property located in the City of Ketchum, Idaho, more particularly described as the common area for the LA RESIDENCE CONDOMINIUMS, according to the official plat thereof, recorded as Instrument No. 210800, and First Amendment to Master Condominium Declaration recorded as Instrument No. 212377, records of Blaine County, Idaho **("Servient Estate")**.

B. Grantee is a body politic and corporate and has the power and authority to own and hold interests in real property.

C. In conjunction with the development of a neighboring parcel, the existing sewer line was relocated such that it crosses the Servient Estate within the ten (10) foot wide area legally defined on the attached Exhibit A-1 and graphically shown on the map attached here to as Exhibit A-2 (the "**Easement Area**").

D. Grantor and Grantee desire to establish a sewer line easement across, over and under the Easement Area to enable the Grantee to maintain, repair, replace, construct, reconstruct and use the sewer line.

AGREEMENT

NOW, THEREFORE, IN CONSIDERATION of the above recitals which are incorporated below, and of the mutual covenants and agreements herein contained and other good and valuable consideration, the sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. Grant of Easement. Grantor hereby grants and conveys to Grantee, and its successors and assigns, a non-exclusive public sewer line easement over, across and under the Easement Area located on the Servient Estate ("**Sewer Line Easement**").

2. Purposes/Restrictions. The Sewer Line Easement may be used for the operation, improvement, reconstruction, repair and maintenance of the sewer line within the Sewer Line Easement by Grantee and shall be used solely for the benefit of Grantee and the general public. The establishment of the Sewer Line Easement shall not affect the zoning setbacks of the Grantor's property. If the Grantee exercises any of its rights under this Easement Agreement, Grantee shall first provide reasonable notice to Grantor, except in case of an emergency, and the Grantee shall return the property to its pre-existing condition. Notwithstanding the foregoing, nothing herein shall restrict

Grantor from full access over the Sewer Line Easement for vehicular ingress and egress, including improving the driveway located within the easement area, including heating, maintaining such improvements, and paving and maintenance of improvements appurtenant to such use nor restrict Grantor from granting additional non-exclusive easements over the Sewer Line Easement for the benefit of the neighboring property.

3. Successors and Assigns. All provisions of this Easement Agreement, including the benefits and burdens, run with the land covered hereby and are binding on and inure to the benefit of the heirs, permitted assigns, permitted successors, tenants and personal representatives of the Parties hereto.

4. Recordation of Instrument. The Parties agree that this Easement Agreement may be duly recorded by Grantee.

5. Miscellaneous Provisions.

a. Headings. The headings in this Easement Agreement are inserted for convenience and identification only and are in no way intended to describe, interpret, define or limit the scope, extent or intent of this Easement Agreement or any provision hereof.

b. Severability. Every provision of this Easement Agreement is intended to be severable. If any term or provision hereof is illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the validity of the remainder of the Easement Agreement.

c. Remedies. The rights and remedies provided by this Easement Agreement are cumulative and the use of any one right or remedy by any party shall not preclude or waive its rights to use any or all other remedies. Said rights and remedies are given in addition to any other rights the Parties may have by law, statute, ordinance or otherwise.

d. Amendment. This Easement Agreement may be amended only in writing signed by all of the Parties.

e. Attorneys' Fees. Should any action be brought to interpret or enforce any provision hereof, or for damages for breach hereof, the prevailing party shall be entitled to such reasonable attorney's fees and costs as may be determined by any court of competent jurisdiction wherein such action is brought, and on appeals and in bankruptcy proceedings.

f. Entire Agreement. This Easement Agreement contains the entire agreement between the Parties respecting the matters herein set forth and supersedes all prior agreements between the Parties hereto respecting such matter.

g. Governing Law. This Easement Agreement shall be construed in accordance with the laws of the State of Idaho.

h. Counterparts. This Easement Agreement may be executed simultaneously in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

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

IN WITNESS WHEREOF, the Parties have executed this Sewer Line Easement Agreement the day and year written herein.

GRANTOR:

La Residence Condominiums

By: _____
Jack E. Bariteau, Jr.
President of the Management Body

GRANTEE:

CITY OF KETCHUM

By: _____
, Mayor

ATTEST:

_____
, City Clerk

STATE OF IDAHO)
) ss.
County of Blaine)

On this 7 day of JANUARY, 2026, before me, a Notary Public in and for said State, personally appeared Jack E. Bariteau, Jr., known or identified to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that he executed the same.

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

Delilah Benigne Carden
Notary Public, State of Idaho
My Commission Expires 02/27/2029
Commission # 20230940

DELILAH B. CARDEN
Notary Public for Idaho
Residing at: HAILEY
My commission expires: 02/27/2029

STATE OF IDAHO)
) ss.
County of Blaine)

On this _____ day of _____, 2026, before me, a Notary Public in and for said State, personally appeared _____, known or identified to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that he executed the same.

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 for Idaho
Residing at:_____
My commission expires:_____

Galena-Benchmark Engineering

ENGINEERING, PLANNING, SURVEYING & MAPPING
PO Box 733 : 100 Bell Drive
Ketchum, Idaho 83340
208-726-9512: info@galena-benchmark.com

EXHIBIT A-1

Legal Description for a Sewer Easement to Benefit the City of Ketchum

A strip of land being 10 feet in width, located within Section 18, Township 4 North, Range 18 East, Boise Meridian, City of Ketchum, Blaine County, Idaho. Said strip of land being a portion of the Common Area of LA Residence Condominiums which is recorded under Instrument #210800, records of Blaine County, Idaho and being more particularly described by metes and bounds as follows:

BEGINNING at the northerly corner of said LA Residence Condominiums which bears North 41°06'38" East, 97.63 feet from westerly corner of said LA Residence Condominiums as shown on Record of Survey Instrument #664764, records of Blaine County, Idaho. Said northerly corner being the **TRUE POINT OF BEGINNING**.

THENCE South 44°45'58" East, 10.03 feet along the northeasterly boundary of said LA Residence Condominiums.

THENCE South 41°06'38" West along a line 10 feet southeasterly of and parallel to the northwesterly boundary of said LA Residence Condominiums, 83.93 feet;

THENCE South 37°14'03" East, 37.07 feet,

THENCE South 52°32'51" West, 8.67 feet more or less to the southwesterly boundary of said LA Residence Condominiums.

THENCE North 45°01'48" West along said southwesterly boundary, 9.82 feet,

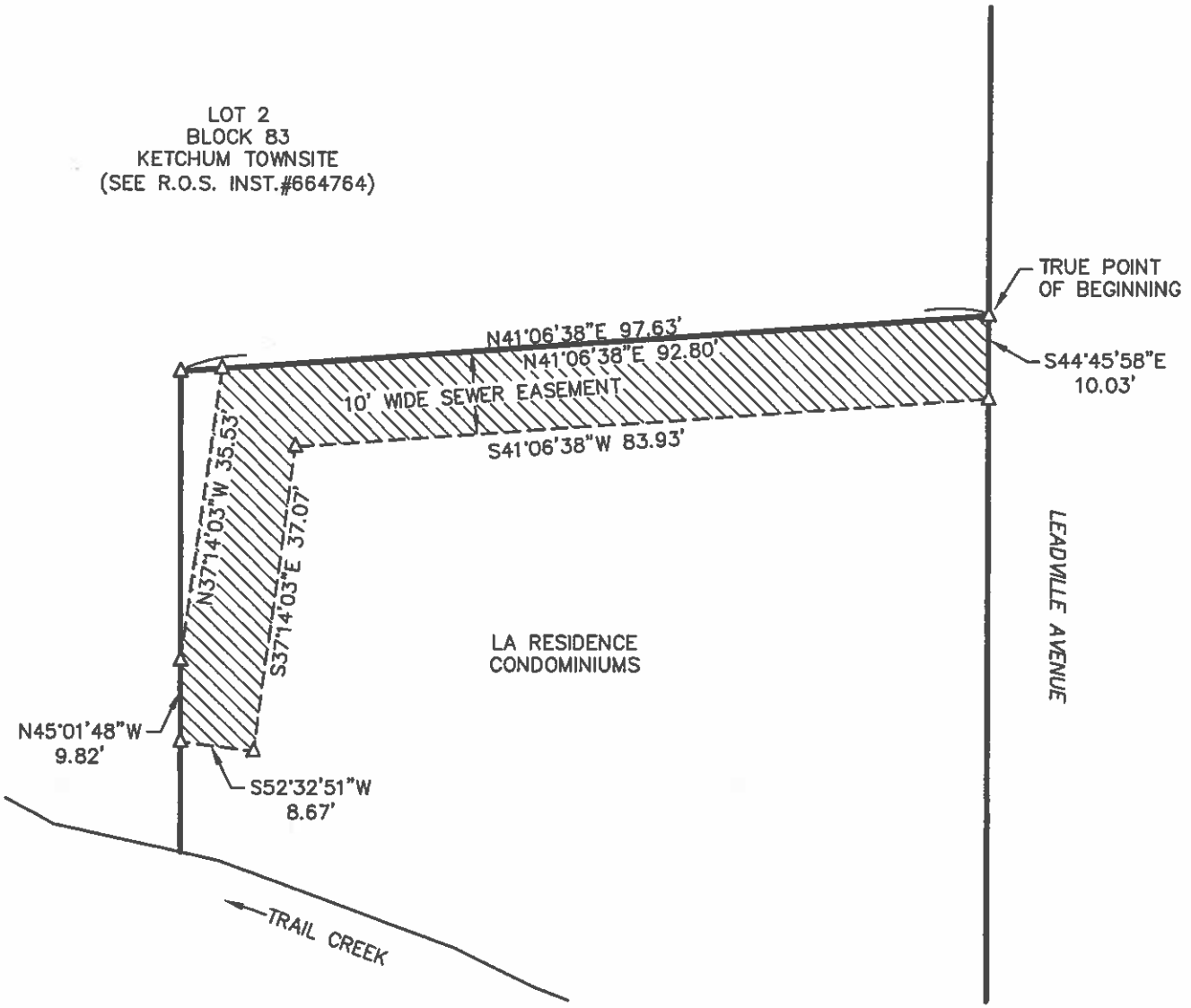
THENCE leaving said southwesterly boundary North 37°14'03" West, 35.53 feet more or less to the northwesterly boundary of said LA Residence Condominiums.

THENCE North 41°06'38" East, 92.80 feet to the **TRUE POINT OF BEGINNING**.

Said easement contains 1,289 square feet (0.03 ac.) more or less.
See Exhibit Map attached hereto and made a part of this description.

PROFESSIONAL LAND SURVEYOR LICENSED 20893 8/12/25 STATE OF IDAHO ROBERT O. BREIER

EXHIBIT A-2



LEGEND

- Property Line
- Proposed Easement Area
- △ CALCULATED POINT

PROFESSIONAL LAND SURVEYOR
LICENSED
Robert O. Breier
20893
8/12/25
STATE OF IDAHO
ROBERT O. BREIER

GRAPHIC SCALE
1 inch = 20 ft.

REUSE OF DRAWINGS
These drawings, or any portion thereof, shall not be used on any Project or extensions of this Project except by agreement in writing with Galena Engineering, Inc.

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

AN EXHIBIT MAP SHOWING A SEWER EASEMENT WITHIN
LA RESIDENCE CONDOMINIUMS
WITHIN SECTION 18, T4N, R18E, B.M., CITY OF KETCHUM, BLAINE COUNTY, IDAHO
PREPARED FOR THE CITY OF KETCHUM

PROJECT INFORMATION
G:\BMA\K\ketchum village\block 83\6580-05 Condo Plat\dwg\Easement\Sewer Esmnt for City on LA Res.dwg

PG. 2 OF 2 OF DESCRIP

Instrument # 716692
Blaine County, Hailey, Idaho
01/07/2026 01:24:53 PM No. of Pages: 9
Recorded for: BLAINE COUNTY TITLE
Stephen F. Graham Fee: $34.00
Deputy gbrower
Electronically Recorded

Recording Requested By and
When Recorded Return to:

(Space Above This Line For Recorder's Use)

CROSS-EASEMENT AGREEMENT

This Cross-Easement Agreement ("**Agreement**") in made and entered into this 7th day of January 2026 by and between La Residence Condominiums, an unincorporated association ("**La Residence**") and Harriman Ketchum Hotel, LLC, an Idaho limited liability company ("**HKH**") collectively referred to as ("**Parties**"), or each individually as ("**Party**").

RECITALS

A. The La Residence Management Body is the entity authorized by the First Amendment to Master Condominium Declaration recorded as Instrument No. 212377, ("**Declaration**"), to manage the property designated as common area of the La residence Condominiums located in Blaine County, Idaho; more particularly described on the Plat for La Residence Condominiums of file in the Office of the Blaine County Recorder as Instrument No. 210800 ("**La Residence Property**"), and it is the party empowered by said Declaration to grant easements with respect thereto.

B. HKH is the owner of real property situated in the State of Idaho, County of Blaine commonly known as 300 River Street East, Ketchum, Idaho and more particularly described as Lot 2, Block 83 of the City of Ketchum, according to the plat thereof on file in the Office of the Blaine County Recorder as Instrument No. 210798 (the "**HKH Property**") on which plan to operate a hotel.

C. In connection with the development of the HKH Property, HKH and La Residence desire to enter into and grant each other certain easements with respect to each other's property.

EASEMENTS

In consideration of the terms, covenants, and conditions hereof and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree to grant to each other the following easements

on, across and over their respective property. Each easement, including the benefits and burdens, runs with the land covered hereby.

1. HKH to La Residence. HKH hereby grants and conveys to "a Residence and its permitted assigns, permitted successors, invitees, and for the benefit of heirs, tenants, contractors and personal representatives of the Parties hereto, the following:

> An easement for pedestrian and vehicular access on, over and across its property described on Exhibit A-1 in the cross-hatched area, and more particularly described in the legal description on Exhibit A-2, attached hereto and made a part hereof (the "**La Residence Easement**"). The La Residence Easement shall include the right to pedestrian and vehicular ingress and egress and parking and for maintenance, repair and reconstruction of improvements on the La Residence Property. In conjunction with the La Residence Easement, HKH shall install an asphalt driveway in the La Residence Easement area and shall further have the obligation to maintain said driveway at its sole cost and expense.

2. La Residence to HKH. La Residence hereby grants and conveys to HKH and its permitted assigns, permitted successors, invitees, and for the benefit of heirs, tenants, contractors and personal representatives of the Parties hereto, the following:

> An easement for pedestrian and vehicular access on, over and across its property described on Exhibit B-1 in the cross-hatched area, and more particularly described in the legal description on Exhibit B-2, attached hereto and made a part hereof (the "**HKH Easement**"). The HKH Easement shall include the right to pedestrian and vehicular ingress and egress to the HKH Property for purposes routine maintenance and repairs to the hotel building including, but not limited to access to grease traps, and water/oil filtration tanks, and for emergency egress for fire code compliance. In conjunction with the HKH Easement, HKH shall maintain the driveway in the HKH Easement area, at its sole cost and expense.

MISCELLANEOUS PROVISIONS

1. Both Parties shall indemnify, defend, protect and hold harmless, each other, from and against any and all claims, demands, damages, losses, liens, liabilities, penalties, fines, lawsuits and other proceedings, costs and expenses

(including reasonable attorney's fees) which relate to, and are connected with or arise out of their exercise of any of these easements and rights herein granted.

2. The Parties agree that this Agreement may be duly recorded, and the parties shall share equally the cost of recording.

3. The headings in this Agreement are inserted for convenience and identification only and are in no way intended to describe, interpret, define or limit the scope, extent or intent of this Agreement or any provision hereof.

4. Every provision of this Agreement is intended to be severable. If any term or provision hereof is illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the validity of the remainder of the Agreement.

5. The rights and remedies provided by this Agreement are cumulative and the use of any one right or remedy by any party shall not preclude or waive its rights to use any or all other remedies. Said rights and remedies are given in addition to any other rights the parties may have by law, statute, ordinance or otherwise.

6. Should any action be brought to interpret or enforce any provision hereof, or for damages for breach hereof, the prevailing party shall be entitled to such reasonable attorney's fees as may be determined by any court of competent jurisdiction wherein such action is brought.

7. This Agreement and the terms and provisions hereof shall inure to the benefit of and be binding upon the successors and assigns of the parties hereto.

8. This Agreement contains the entire agreement between the parties respecting the matters herein set forth and supersedes all prior agreements between the parties hereto respecting such matter.

9. This Agreement shall be construed in accordance with the laws of the State of Idaho.

10. This Agreement may be executed simultaneously in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

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

12. Time and timely performance is of the essence of this Agreement.

La Residence Condominiums

By:_____
Jack E. Bariteau, Jr.
President of the Management Body

Harriman Ketchum Hotel, LLC

By: Waypoint, LLC
Its Managing Member

By: _____
Jack E. Bariteau, Jr.,
Its: Managing Member

State of Idaho)
)
County of Blaine)

On 7 DAY OF JANUARY, 2026, before me the undersigned, a Notary Public in and for said state, personally appeared Jack E. Bariteau, Jr, President of the Management Body of La Residence Condominiums, and known to be the person who signed the foregoing instrument, and he duly acknowledged to me that he executed the same on behalf of said association.

WITNESS my hand and seal the day and year in the agreement first written above.

Delilah Benigna Carden
Notary Public, State of Idaho
My Commission Expires 02/27/2029
Commission # 20230940

DELILAH B. CARDEN
Notary Public for Idaho
Residing at: 100 BELL DRIVE, KETCHUM ID 83340
My Commission expires: 02/27/2029

State of Idaho)
)
County of Blaine)

On 7 DAY OF JANUARY, 2026, before me, a Notary Public in and for said State, personally appeared Jack E. Bariteau, Jr., known or identified to me to be the Managing Member of Waypoint, LLC, an Idaho limited liability company, the Managing Member in Harriman Hotel, LLC, an Idaho limited liability company, who subscribed said limited liability company name to the foregoing instrument, and acknowledged to me that such limited liability company executed the same in said limited liability company name.

Delilah Benigna Carden
Notary Public, State of Idaho
My Commission Expires 02/27/2029
Commission # 20230940

DELILAH B. CARDEN
Notary Public for Idaho
Residing at: 100 BELL DRIVE, KETCHUM ID 83340
My Commission expires: 02/27/2029

EXHIBIT A-1

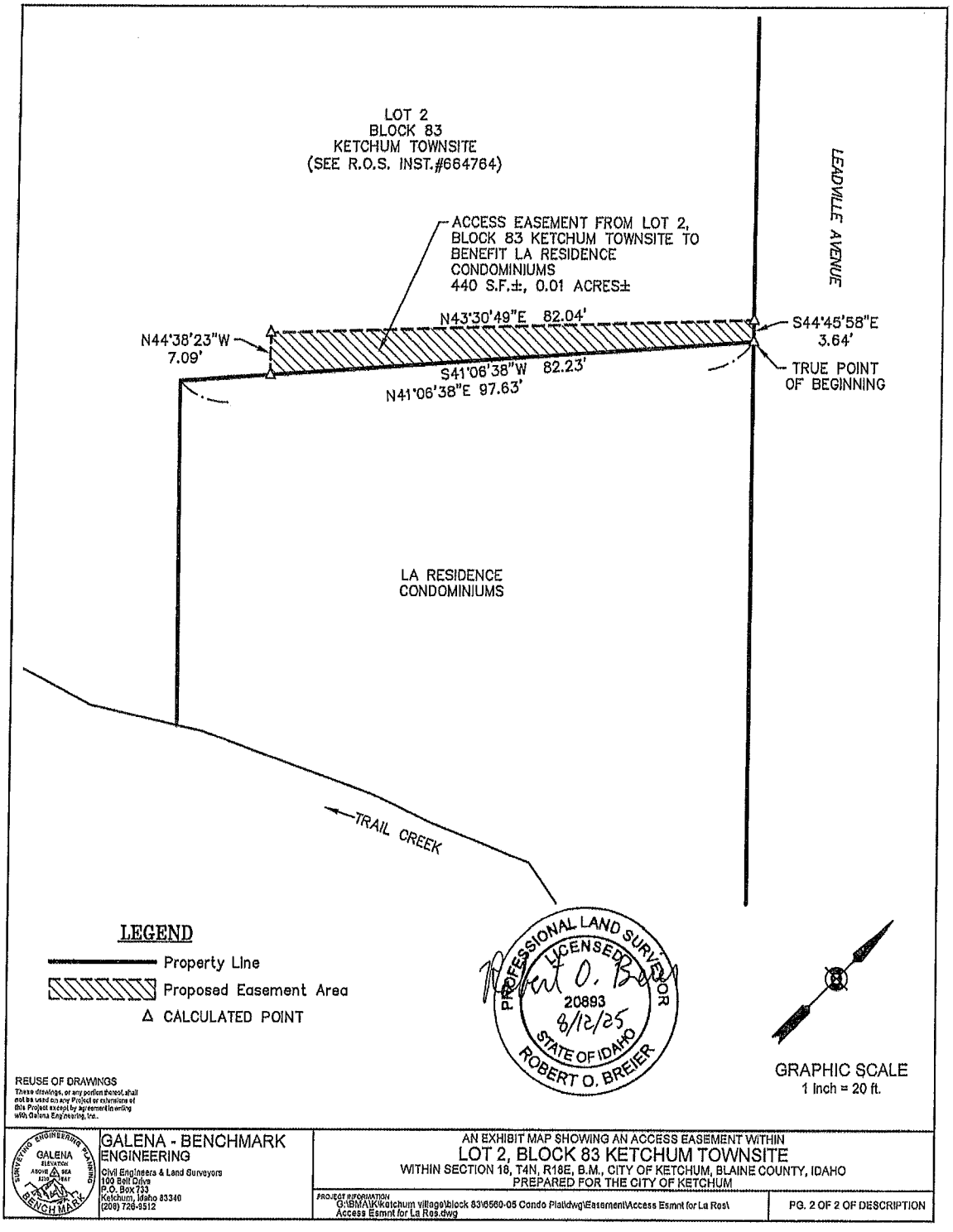

LOT 2
BLOCK 83
KETCHUM TOWNSITE
(SEE R.O.S. INST.#664764)
LEADVILLE AVENUE
ACCESS EASEMENT FROM LOT 2, BLOCK 83 KETCHUM TOWNSITE TO BENEFIT LA RESIDENCE CONDOMINIUMS
440 S.F.±, 0.01 ACRES±
N43°30'49"E 82.04'
N44°38'23"W 7.09'
S44°45'58"E 3.64'
S41°06'38"W 82.23'
N41°06'38"E 97.63'
TRUE POINT OF BEGINNING
LA RESIDENCE CONDOMINIUMS
TRAIL CREEK
LEGEND
Property Line
Proposed Easement Area
CALCULATED POINT
PROFESSIONAL LAND SURVEYOR
LICENSED
20893
8/12/25
STATE OF IDAHO
ROBERT O. BREIER
GRAPHIC SCALE
1 Inch = 20 ft.
REUSE OF DRAWINGS
These drawings, or any portion thereof, shall not be used on any Project or extensions of this Project except by agreement in writing with Galena Engineering, Inc.
GALENA - BENCHMARK ENGINEERING
Civil Engineers & Land Surveyors
100 Bell Drive
P.O. Box 733
Ketchum, Idaho 83340
(208) 726-9512
AN EXHIBIT MAP SHOWING AN ACCESS EASEMENT WITHIN
LOT 2, BLOCK 83 KETCHUM TOWNSITE
WITHIN SECTION 18, T4N, R18E, B.M., CITY OF KETCHUM, BLAINE COUNTY, IDAHO
PREPARED FOR THE CITY OF KETCHUM
PROJECT INFORMATION
G:\BM\AK\Ketchum village\block 83\6560-05 Condo Plat\dwg\Easement\Access Esmnt for La Res\Access Esmnt for La Res.dwg
PG. 2 OF 2 OF DESCRIPTION

EXHIBIT A-2

Galena-Benchmark Engineering

ENGINEERING, PLANNING, SURVEYING & MAPPING
PO Box 733 : 100 Bell Drive
Ketchum, Idaho 83340
208-726-9512: info@galena-benchmark.com

Legal Description for an Access Easement to Benefit LA Residence Condominiums

A parcel of land located within Section 18, Township 4 North, Range 18 East, Boise Meridian, City of Ketchum, Blaine County, Idaho. Said parcel of land being a portion of Lot 2, Block 83, Ketchum Townsite, which is recorded under Instrument #210798, Records of Blaine County, Idaho, and being more particularly described as follows:

BEGINNING at the easterly corner of said Lot 2, Block 83, Ketchum Townsite which bears North 41°06'38" East, 97.63 feet from an angle point in said Lot 2, as shown on Record of Survey Instrument #664764, records of Blaine County, Idaho. Said easterly corner being the **TRUE POINT OF BEGINNING.**

THENCE South 41°06'38" West along the southeasterly boundary of said Lot 2, 82.23 feet;

THENCE leaving said southeasterly boundary North 44°38'23" West, 7.09 feet;

THENCE North 43°30'49" East, 82.04 feet more or less to the northeasterly boundary of said Lot 2;

THENCE South 44°45'58" East, 3.64 feet to the **TRUE POINT OF BEGINNING.**

Said easement contains 440 square feet (0.01 ac.) more or less.

See Exhibit Map attached hereto and made a part of this description.

PROFESSIONAL LAND SURVEYOR LICENSED Robert O. Breier 20893 8/12/25 STATE OF IDAHO ROBERT O. BREIER

EXHIBIT B-1

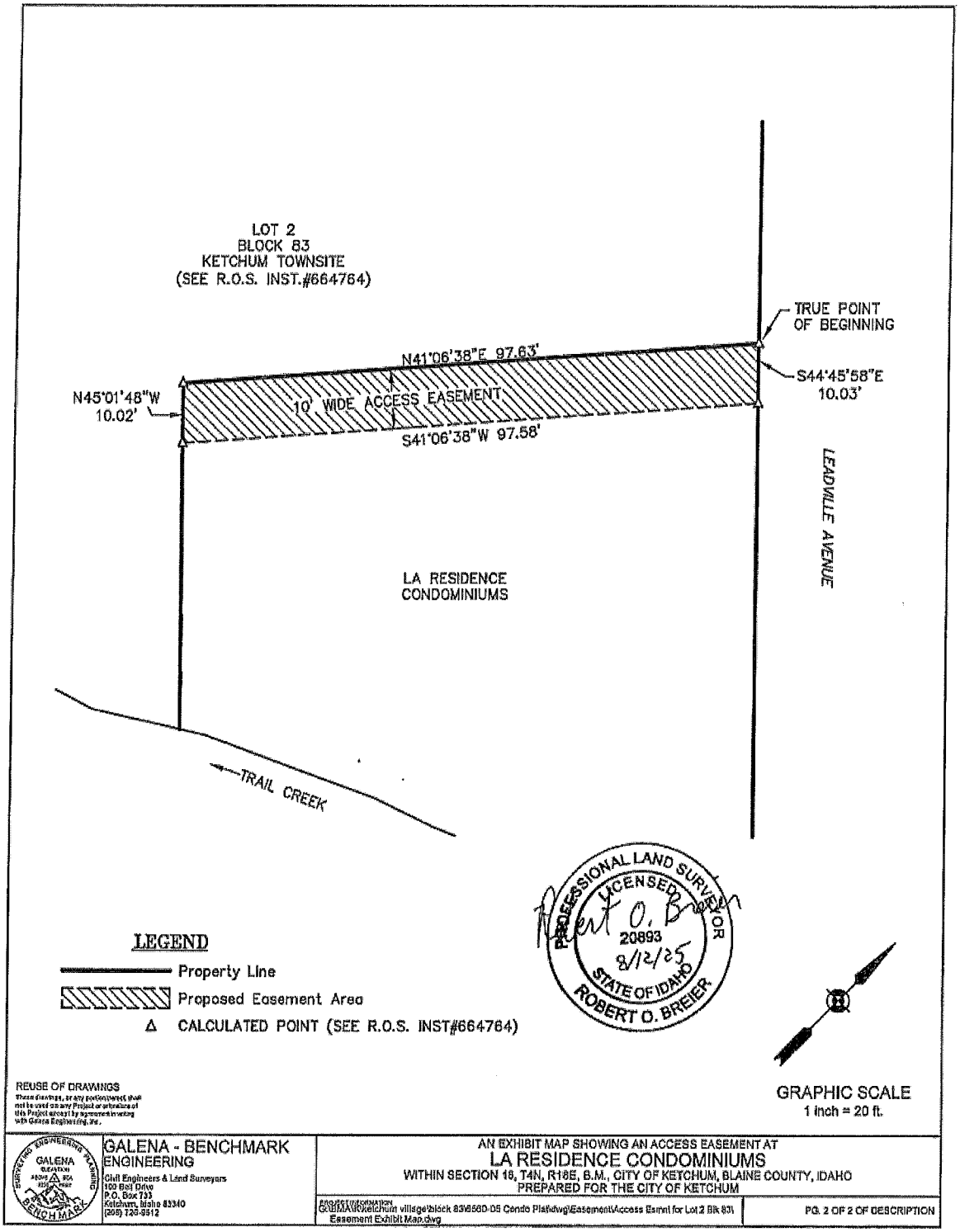
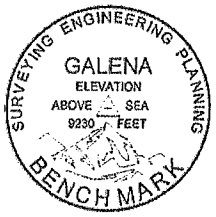

LOT 2
BLOCK 83
KETCHUM TOWNSITE
(SEE R.O.S. INST.#664764)
TRUE POINT
OF BEGINNING
N41°06'38"E 97.63'
S44°45'58"E
10.03'
N45°01'48"W
10.02'
10' WIDE ACCESS EASEMENT
S41°06'38"W 97.58'
LEADVILLE AVENUE
LA RESIDENCE
CONDOMINIUMS
TRAIL CREEK
PROFESSIONAL LAND SURVEYOR
LICENSED
20893
8/12/25
STATE OF IDAHO
ROBERT O. BREIER
LEGEND
Property Line
Proposed Easement Area
CALCULATED POINT (SEE R.O.S. INST#664764)
REUSE OF DRAWINGS
GRAPHIC SCALE
1 inch = 20 ft.
GALENA - BENCHMARK ENGINEERING
Civil Engineers & Land Surveyors
100 Bell Drive
P.O. Box 733
Ketchum, Idaho 83340
(208) 726-9512
AN EXHIBIT MAP SHOWING AN ACCESS EASEMENT AT
LA RESIDENCE CONDOMINIUMS
WITHIN SECTION 16, T4N, R18E, B.M., CITY OF KETCHUM, BLAINE COUNTY, IDAHO
PREPARED FOR THE CITY OF KETCHUM
G:\BMA\Ketchum village\block 83\BSCD-05 Condo Plat\dwg\Easement\Access Easmt for Lot 2 Blk 83\ Easement Exhibit Map.dwg
PG. 2 OF 2 OF DESCRIPTION

EXHIBIT B-2

Galena-Benchmark Engineering

ENGINEERING, PLANNING, SURVEYING & MAPPING
PO Box 733 : 100 Bell Drive
Ketchum, Idaho 83340
208-726-9512: info@galena-benchmark.com



Legal Description
for an Access Easement
to Benefit Lot 2, Block 83, Ketchum Townsite

A strip of land being 10 feet in width, located within Section 18, Township 4 North, Range 18 East, Boise Meridian, City of Ketchum, Blaine County, Idaho. Said strip of land being a portion of the Common Area of LA Residence Condominiums which is recorded under Instrument #210800, records of Blaine County, Idaho and being more particularly described by metes and bounds as follows:

BEGINNING at the northerly corner of said LA Residence Condominiums which bears North 41°06'38" East, 97.63 feet from westerly corner of said LA Residence Condominiums as shown on Record of Survey Instrument #664764, records of Blaine County, Idaho. Said northerly corner being the **TRUE POINT OF BEGINNING**;

THENCE South 44°45'58" East, 10.03 feet along the northeasterly boundary of said LA Residence Condominiums;

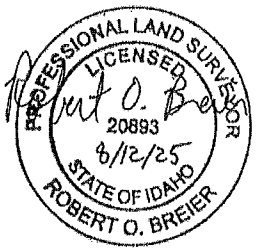
THENCE South 41°06'38" West along a line 10 feet southeasterly of and parallel to the northwesterly boundary of said LA Residence Condominiums, 97.58 feet more or less to the southwesterly boundary of said LA Residence Condominiums.

THENCE North 45°01'48" West along said southwesterly boundary, 10.02 feet more or less to the westerly corner of said LA Residence Condominiums.

THENCE North 41°06'38" East, 97.63 feet to the **TRUE POINT OF BEGINNING**.

Said easement contains 976 square feet (0.02 ac.) more or less.

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



Page 1 of 2

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

FOR THE 300 RIVER STREET EAST CONDOMINIUMS

LAWSON LASKI CLARK, PLLC
675 Sun Valley Road, Suite A
Post Office Box 3310
Ketchum, ID 83340

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DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR THE 300 RIVER STREET EAST CONDOMINIUMS

THIS DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS (the "**Declaration**") dated for reference purposes_____, 2026 shall be effective upon recordation in the office of the Recorder in Blaine County, Idaho. This Declaration is made by Harriman Ketchum Hotel, LLC, an Idaho limited liability company (the "**Declarant**"). Declarant is the owner of certain real property now under full construction and to be completed by Declarant and located at 300 River Street East in the City of Ketchum, Blaine County, Idaho more particularly described on Exhibit A attached hereto and incorporated herein by this reference (the "**Property**"). Declarant hereby makes the following grants, submissions, and declarations:

ARTICLE 1.
IMPOSITION OF COVENANTS

Section 1.1 Purpose. The purpose of this Declaration is to create a mixed use hotel/retail/residential condominium project known as 300 River Street East Condominiums and operated as: The Observatory Sun Valley, A Viceroy Resort (the "**Project**") by submitting the Property to the condominium form of ownership and use pursuant to the Idaho Condominium Act, Idaho Code §§ 55-1501 *et seq.*, as amended and supplemented from time to time (the "**Act**"). The Project shall be a combination hotel and residential project consisting of: (a) a commercial hotel unit including approximately seventy three (73) hotel rooms and suites and hotel amenities which may include from time to time, a restaurant and bar, one or more exterior pools, fitness center and hotel spa, hotel commercial space for retail sales and hotel related seasonal recreational equipment for rental, sale and services; and (b) twelve (12) for sale penthouse Residential Units, six (6) of which Residential Units will contain six (6) hotel lock-off rooms as identified on the floor plans for the third and fourth levels of the hotel and that are located within these six (6) Residential Units livable square feet as and when sold and all as determined by Declarant in its sole and absolute discretion; and Common Area and Common Elements associated therewith.

Section 1.2 Intention of Declarant. Declarant desires to protect the value and desirability of the Project, to further a plan for the improvement, rental or lease, sale and ownership of the Residential Units in the Project, to create a harmonious and attractive development and to promote and safeguard the health, comfort, safety, convenience, and welfare of the Owners of Units in the Project.

Section 1.3 Declaration. To accomplish the purposes and intentions recited above, Declarant hereby submits the Property, together with all improvements, appurtenances, and facilities relating to or located on the Property now and in the future, to condominium ownership under the Act, and hereby imposes upon all of the Property the covenants, conditions, restrictions, easements, reservations, rights-of-way, and other provisions of this Declaration, and

Declarant hereby declares that all of the Property shall be held, sold, conveyed, encumbered, leased, rented, occupied, and improved subject to the provisions of this Declaration.

Section 1.4 Covenants Running with the Land. All provisions of this Declaration shall be deemed to be covenants running with the land, or as equitable servitudes, as the case may be. The benefits, burdens, and other provisions contained in this Declaration shall be binding upon and shall inure to the benefit of Declarant, all Unit Owners, and their respective heirs, executors, administrators, personal representatives, successors, and assigns.

ARTICLE 2.
DEFINITIONS

The following words, when used in this Declaration, shall have the meanings designated below unless the context expressly requires otherwise:

Section 2.1 "*A La Carte Services*" means certain optional services which may be made available by or on behalf of Hotel Unit Owner to the Residential Unit Owners from time to time in accordance with Section 13.3.

Section 2.2 "Access Fee" means the term defined in Section 13.5.

Section 2.3 "*Act*" means the Idaho Condominium Act as defined in Section 1.1 hereof In the event the Act is repealed, the Act, on the effective date of this Declaration, shall remain applicable to this Declaration.

Section 2.4 "*Allocated Interests*" means the undivided interest in the Common Elements and the Common Expenses Liability and the votes in the 300HOA allocated to each of the Hotel and Residential Units located within the Project. The formulas used to establish the Allocated Interests are described in Article 4. The Allocated Interests for each Unit are set forth on Exhibit B.

Section 2.5 "*Articles of Incorporation*" means the Articles of Incorporation of The 300 River Street East Condominiums. Inc., ("300HOA") as to be filed and registered with the Idaho Secretary of State, a copy of which shall be attached hereto as Exhibit C.

Section 2.6 "*Assessments*" means the annual, special and default Assessments, if any, levied pursuant to this Declaration.

Section 2.7 "*Basic Services*" means those services provided by the 300HOA to the Unit Owners that generally are essential to the use of the Units for their intended purposes and specifically are set forth on the list of Basic Services attached as Exhibit E. A La Carte services are expressly excluded from the definition of Basic Services.

Section 2.8 "*Board of Directors" or "Board*" means the governing body of the 300HOA, as provided in this Declaration and in the Articles of Incorporation and Bylaws of the 300HOA and in the Act.

Section 2.9 "*Bylaws*" means any instruments, however denominated, which are adopted by the 300HOA for the regulation and management of the 300HOA, including the amendments thereto, copies of which are attached hereto as Exhibit D.

Section 2.10 "*Common Area*" or "Common Elements" means all of the Project, other than the Units, but including, without limiting the generality of the foregoing, the following components:

(a) the land owned by the Declarant and all improved Property being constructed thereon; and

(b) the Improvements (including, but not by way of limitation, the foundations, columns, girders, beams, supports, perimeter and supporting walls, chimneys, chimney chases, roofs, balconies, windows, entrances and exits, and the mechanical installations of the Improvements consisting of the equipment and materials making up any central services such as power, light, gas, hot and cold water, sewer, cable and fiber optic internet audio, video and wireless services and equipment, ground sourced water extraction and injection heating and central air conditioning system, snowmelt boiler equipment and snowmelt systems installed and operated by the Property which exist for maintenance, upkeep, repair by 300HOA for use by the Hotel Unit and all Residential Units, including the pipes, vents, ducts, flues, cable conduits, wires, telephone wire, fiber optic wire and IT equipment and other similar utility installations used in connection therewith), whether located exclusively within the boundaries of any Unit or Units or not, and offsite snowmelt improvements located adjacent to the Property within the public right of way and the right of way as outlined in the right of way encroachment agreement as amended with the City of Ketchum.

(c) Corridors and hallways, except those included in the first, second and third floor Hotel Unit, elevators, and stair towers, stairwells and life safety ingress and egress pathways and entrances and exits in and to the Property; and

(d) the exterior common areas, sidewalks, walkways, paths, grass, shrubbery, trees, irrigation and drainage systems, driveways, roadways whether within the Property or located within those areas that have been formally granted and approved by the City of Ketchum and as subject to amendment as right of way encroachment easement areas, stairway or ramp areas, underground parking garage and above or at grade drop off and pickup zones and parking areas, and related facilities upon the Property; and

(e) the pumps, tanks, motors, fans, storm drainage structures, compressors, ducts, and, in general, all apparatus, installations, and equipment of the Improvements existing for use of one or more of the Unit Owners; and

(f) in general, all other parts of the Project designated by Declarant as Common Elements and existing for the use of one or more of the Unit Owners.

The Common Elements shall be owned by the Unit Owners of the separate Units, each Unit Owner of a Unit having an undivided interest in the Common Elements as allocated in Exhibit B.

Section 2.11 "*Common Expenses*" means expenditures made or liabilities incurred by or on behalf of the 300HOA, together with any allocations to reserves, including, without limiting the generality of the foregoing, the following items:

(a) expenses of administration, insurance, operation, and management, repair or replacement of the Common Elements except to the extent such repairs and replacements are responsibilities of a Unit Owner as provided in this Declaration;

(b) expenses declared Common Expenses by the provisions of this Declaration or the Bylaws;

(c) all sums lawfully assessed against the Condominium Units by the Board of Directors;

(d) expenses agreed upon as Common Expenses by the members of the 300HOA;

(e) expenses provided to be paid pursuant to the Management Agreement; and

(f) expenses of providing the Basic Services and any other services provided by the 300HOA.

(g) personal property associated with the Common Area.

Section 2.12 "*Common Expenses Liability*" means the liability for Common Expenses allocated to each Unit pursuant to this Declaration.

Section 2.13 "*Costs of Enforcement*" means all monetary fees, fines, late charges, interest, expenses, costs, including receiver's and appraiser's fees, and reasonable attorneys' fees and disbursements, including legal assistants' fees, incurred by the 300HOA in connection with the collection of Assessments or in connection with the enforcement of the terms, conditions and obligations of the Project Documents.

Section 2.14 "*Declarant*" means Harriman Ketchum Hotel, LLC, an Idaho limited liability company, its successors and assigns.

Section 2.15 "*Declaration*" means this Declaration, together with any supplement or amendment to this Declaration, and any other recorded instrument however denominated that exercises a Development Right, executed by Declarant and recorded in the Records of Blaine County, Idaho. The term Declaration includes all Plats recorded with this Declaration and all amendments to the Declaration and supplements to the Plats without specific reference thereto.

Section 2.16 "*Deed*" means each initial Special Warranty, Warranty or Grant Deed recorded after the date hereof by which Declarant conveys a Unit.

Section 2.17 "*Eligible First Mortgagee*" means Centennial Bank, an Arkansas state chartered bank, and any other First Mortgagee that has notified the 300HOA in writing of its name and address and status as a First Mortgagee and has requested that it receive notices provided for in Article 20 entitled "Mortgagee Protections".

Section 2.18 "First Mortgagee" means a holder of a Security Interest in a Unit that has priority over all other Security Interests in the Unit.

Section 2.19 *"300HOA*" means The 300 River Street East Condominiums Owners' Association, Inc., an Idaho nonprofit corporation, and its successors and assigns.

Section 2.20 "*Hotel Manager*" means the manager of the Hotel Unit.

Section 2.21 "*Hotel Related Services*" means any services typically provided to guests of a hotel including, but not limited to, housekeeping, front desk, check-in, in-room dining and other in-room services, fiber optic television and other television and internet services, telephone (other than private cellular telephone), pool and spa related services, doorman, bellman, concierge, valet, on-site business services, shoe shine, personal laundry and dry cleaning, children's services, personal services (i.e., massage, personal training, etc.) and/or food and beverage service.

Section 2.22 "*Hotel Unit*" means the Unit depicted as such on the Plat.

Section 2.23 "*Hotel Unit Owner*" means the Owner of the Hotel Unit.

Section 2.24 "*Improvement(s)*" means the building(s) (including all fixtures and improvements contained within it) located on the Property in which Units or Common Elements are located.

Section 2.25 "*Limited Common Elements*" means those parts of the Common Elements that are limited to and reserved for the use in connection with one or more, but fewer than all, of the Units. Without limiting the foregoing, the Limited Common Elements shall include the common or party wall shared by adjoining Units which are owned by the same Person, any window, exterior terrace or deck door, balcony, deck, exterior terrace, courtyard or porch appurtenant to and accessible only from a Unit, any shutters, awnings, window boxes and planters, doorsteps, stoops, porch, balcony or exterior terrace designated or designed to serve a

single Residential Unit but located outside the Unit's livable area boundaries, lockable storage spaces designated and provided to each Residential Unit on Level P3 of the underground parking garage, designated parking spaces located within the underground parking garage and identified on the Final Plat Map as Limited Common Elements. If any chute, flue, duct, wire, conduit, bearing wall, bearing column or other fixture lies partially within and partially outside the designated livable area boundaries of a Residential Unit, any portion thereof exclusively serving such Residential Unit is a Limited Common Element allocated solely to that Residential Unit, and any portion thereof serving more than one Unit or any portion of the Common Elements is a part of the Common Elements. Limited Common Elements also include any portion of the Common Elements allocated by this Declaration or on the Plat as Limited Common Elements. Limited Common Elements may be classified as "*Hotel Limited Common Elements*", or "*Residential Limited Common Elements*." The designation as a Residential Limited Common Elements means the area so designated shall be used by all Residential Unit Owners in common, to the exclusion of the Hotel Unit Owner. Hotel Limited Common Elements include, without limitation, all exterior sidewalks, exterior dining and food service areas, the exterior pool terrace, all exterior ramps, stairways, landscaped and maintained areas, the service elevator, and the primary or main hotel and residence entrances and all related common area located within the right of way encroachment easement area granted by the City of Ketchum and that surrounds the Project legal property boundaries.

Section 2.26 "*Majority of Owners*" means a majority (or any greater percentage that may be specifically required for a particular action or authorization by the terms of this Declaration) of the total voting power of the members of the 300HOA.

Section 2.27 "*Management Agreement*" means any contract or arrangement entered into by 300HOA for purposes of discharging the responsibilities of 300HOA and/or the Board of Directors of 300HOA relative to the operation, maintenance, and management of the Project.

Section 2.28 "*Managing Agent*" means a person, firm, corporation or other entity employed or engaged as an independent contractor pursuant to the Management Agreement**.**

Section 2.29 "*Occupancy Plan*" means: (i) any division of a Residential Unit on a time increment basis of chronological periods, or any agreement, plan, program or arrangement under which the right to use, occupy, or possess the Residential Unit is accorded to or rotates among various persons, either corporate, partnership, individual or otherwise on a periodically recurring basis or any other basis, for value exchanged at any time, whether monetary or like-kind use privileges, according to a fixed or floating interval or period of time (ii) any joint ownership, whether or not ownership is deeded, of a Residential Unit where numerous unrelated (i.e., not family) owners share and enjoy use or occupation of the Residential Unit.

Section 2.30 "*Occupant*" means any member of a Residential Unit Owner's family or a Residential Unit Owner's guests, invitees, Rental Guests whether short or long term tenants,

employees, or licensees who occupy a Residential Unit or are on the Common Elements for any period of time.

Section 2.31 "*Period of Declarant Control*" means the maximum period of time defined and limited by Section 8.6 of this Declaration during which the Declarant may, at its option, control 300HOA**.**

Section 2.32 "*Person*" means an individual, association, partnership, limited liability company, corporation, trust, governmental agency, political subdivision or any combination thereof.

Section 2.33 "*Plat*" means that part of a Declaration that is a land survey plat as set forth in Idaho Code § 50-1301, as amended, depicts all or any portion of the Project in two dimensions, is executed by the Declarant, approved by the City of Ketchum as the Final Plat and is then recorded in the Records of Blaine County, Idaho.

Section 2.34 "*Project*" means the term as defined in Section 1.1 hereof.

Section 2.35 "*Project Documents*" means the basic documents creating and governing the Project, including, but not limited to, this Declaration, the Articles of Incorporation and Bylaws, the Final Plat, and any procedures, Rules and Regulations, rules of Hotel Unit Owner, and any policies relating to the Project adopted under such documents by 300HOA or the Board of Directors of 300HOA subsequent to the recordation of the original Project Documents.

Section 2.36 "*Property*" means that that term as defined in the introduction to this Declaration and more particularly described on Exhibit A, attached hereto.

Section 2.37 "*Real Estate*" means any leasehold or other estate or interest in, over, or under land, including structures, fixtures, and other improvements and interests that, by custom, usage or law, pass with the conveyance of land though not described in the contract of sale or instrument of conveyance. Real Estate includes parcels with or without Horizontal Boundaries and spaces that may be filled with air or water.

Section 2.38 *"Records*" means the Office of the Clerk and Recorder in Blaine County, Idaho.

Section 2.39 "*Rental Guest*" means a person renting and occupying a Residential Unit on a transient or non-transient basis.

Section 2.40 "*Residential Unit*" means the Units depicted as such on the Plat.

Section 2.41 "*Residential Unit Owner*" means the Owner of a Residential Unit.

Section 2.42 "*Rules and Regulations*" means the Rules and Regulations promulgated by the Board of Directors for the management, preservation, safety, control, and orderly operation

of the Project in order to effectuate the intent and to enforce the obligations set forth in the Project Documents, as amended and supplemented from time to time. Separate Rules and Regulations may apply to the different classes of Units within the Project.

Section 2.43 "*Security Interest*" means an interest in Real Estate or personal property created by contract or conveyance which secures payment or performance of an obligation. The term includes a lien created by a mortgage, deed of trust, trust deed, security deed, contract for deed, land sales contract, lease intended as security, assignment of lease or rents intended as security, and any other consensual lien or title retention contract intended as security for an obligation. The holder of a Security Interest includes any insurer or guarantor of a Security Interest.

Section 2.44 "*Special Declarant Rights*" means those rights reserved by Declarant in Article 16 of this Declaration.

Section 2.45 "*Unit*" means a physical portion of the Project which is designated for separate ownership and the boundaries of which are described in or determined by this Declaration. Each Unit shall be designated by a separate number, letter, address or other symbol or combination thereof that identifies only one Unit in the Project as more specifically set forth on Exhibit B. Walls, floors or ceilings designated as boundaries of a Unit in this Declaration, all lath, furring, wallboard, plasterboard, plaster, paneling, tiles, wallpaper, paint, finished flooring and any other materials constituting any part of the finished surfaces thereof are a part of the Unit and all other portions of the walls, floors or ceilings are a part of the Common Elements. Subject to Section 2.10(b) and Section 2.25, all spaces, interior partitions and other fixtures and improvements within the boundaries of a Unit are a part of the Unit. A Unit may be either a Hotel Unit or a Residential Unit.

Section 2.46 "*Unit Owner*" or "*Owner*"" means the Declarant or any other person who owns record title to a Unit (including a contract seller, but excluding a contract purchaser) but excluding any person having a Security Interest in a Unit unless such person has acquired record title to the Unit pursuant to foreclosure or any proceedings in lieu of foreclosure.

ARTICLE 3.
DIVISION OF PROJECT INTO CONDOMINIUM OWNERSHIP

Section 3.1 Division Into Units. The Property is hereby divided into that number of Units described in Exhibit B, as amended from time to time, each consisting of a fee simple interest in a Unit and an undivided fee simple interest in the Common Elements in accordance with the respective undivided interests in the Common Elements as set forth in Exhibit B. Such undivided interests in the Common Elements are hereby declared to be appurtenant to the respective Units. The total of the undivided interests in the Common Elements set forth in Exhibit B, shall be deemed to equal one hundred percent (100%) for purposes of this Declaration.

Section 3.2 Delineation of Unit Boundaries. The boundaries of each Unit are delineated and designated by an identifying number on the Plat, and those numbers are set forth in Exhibit B.

Section 3.3 Inseparability of Unit. Except as provided in Section 3.5 below, and in Article 16: (a) no part of a Unit or of the legal rights comprising ownership of a Unit may be partitioned or separated from any other part thereof during the period of condominium ownership prescribed in this Declaration; (b) each Unit shall always be conveyed, transferred, devised, bequeathed, encumbered, and otherwise affected only as a complete Unit; and (c) every conveyance, transfer, gift, devise, bequest, encumbrance other disposition of a Unit or any part thereof shall be presumed to be a disposition of the entire Unit, together with all appurtenant rights and interests created by law or by this Declaration, including the Unit Owner's membership in 300HOA**.**

Section 3.4 Non-Partition of Common Elements. The Common Elements shall be owned in common by all the Unit Owners and shall remain physically undivided, and no Unit Owner shall bring any action for partition or division of the Common Elements. By acceptance of a deed or other instrument of conveyance or assignment to a Unit, each Unit Owner shall be deemed to have specifically waived such Unit Owner's right to institute or maintain a partition action or any other cause of action designed to cause a division of the Common Elements, and this Section may be pleaded as a bar to the maintenance of such an action. Any Unit Owner who shall institute or maintain any such action shall be liable to 300HOA and hereby agrees to reimburse 300HOA for the Costs of Enforcement in defending any such action.

Section 3.5 Alterations of Units; Relocation of Boundaries Between Adjoining Units. Subject to receipt of prior written approval of the Declarant during the Period of Declarant Control and, thereafter, the 300HOA, Unit Owner(s) shall have the right to alter their Unit boundaries, and relocate boundaries between their Unit and an adjoining Unit, combine adjoining Units and alter and improve Limited Common Elements and reallocate Limited Common Elements between or among Units, subject to the provisions and requirements of this Declaration and of the Act and an appropriate reallocation of the share of Common Area Ownership and Common Expenses Liability as set forth on Exhibit B. Any costs associated with replating required to accomplish the foregoing shall be the responsibility of the respective Owner and require written approval of 300HOA, whose approval shall not be unreasonably withheld.

ARTICLE 4.
ALLOCATED INTERESTS

Section 4.1 Allocation of Interests. The Allocated Interests assigned to each Unit are set forth on Exhibit B. These interests have been allocated in accordance with the formulas set out in Section 4.2 below. These formulas are to be used in reallocating interests if Units are added to the Project or if Units are converted to Common Elements or Limited Common Elements.

Section 4.2 Formulas for the Allocation of Interests. The interests allocated to each Unit that are set forth on Exhibit B have been calculated by the Declarant using the following formulas:

(a) *Undivided Interest in the Common Elements*. The percentage of the undivided interest in the Common Elements allocated to each Unit is based on the relative floor area of each Unit as compared to the floor area of all Units in the Project. Such percentage is to be used for tax assessments pursuant to Section 55-1514 of the Act as well as liability pursuant to Section 55-1515 of the Act.

(b) *Common Expenses Liability*. The percentage of Common Expenses Liability allocated to each Unit is based on the relative undivided interests in the Common Elements allocated to each Unit, calculated as set forth in Section 4.2(a), above.

(c) *Votes*. Each Residential Unit shall be allocated one (1) vote. The Hotel Unit shall be allocated seventeen (17) votes.

Section 4.3 Rounding Convention. Allocated Interests, stated as a fraction or as a percentage, shall be rounded to the nearest tenth of a percent (.1%) and shall, in total, be deemed to equal one hundred percent (100%) for the purpose of this Declaration.

ARTICLE 5.
FINAL PLAT

The Final Plat shall be filed in the Records. The Final Plat shall be filed following substantial completion of the Improvement(s) depicted on the Final Plat and prior to the conveyance of any Unit depicted on the Plat to a purchaser. The Final Plat shall show the following:

(a) the name and a general schematic map of the entire Project;

(b) the location and dimensions of all existing improvements within that Real Estate;

(c) the extent of any existing encroachments across any Project boundary;

(d) to the extent feasible, a legally sufficient description of all easements serving or burdening any portion of the Project;

(e) the location of each Unit and that Unit's identifying number;

(f) horizontal Unit boundaries, with reference to all established data and that Unit's identifying number;

(g) any Units in which the Declarant has reserved the right to create additional Units or Common Elements, identified appropriately; and

(h) the approximate location and dimensions of all Limited Common Elements.

The Final Plat shall contain a certificate of a registered and licensed surveyor certifying that it was prepared subsequent to the substantial completion of the improvements and contains all information required by this Declaration and the Act. Each supplement shall set forth a like certificate when appropriate. In interpreting the Final Plat, the existing physical boundaries of each separate Unit as constructed shall be conclusively presumed to be its boundaries.

ARTICLE 6.
LEGAL DESCRIPTION AND TAXATION OF UNITS

Section 6.1 Contracts to Convey and Conveyances. Subsequent to the recording of the Declaration and the Final Plat, contracts to convey, instruments of conveyance of Units, and every other instrument affecting title to a Unit shall be in substantially the following form with such omissions, insertions, recitals of fact, or other provisions as may be required by the circumstances or appropriate to conform to the requirements of any governmental authority, practice or usage or requirement of law with respect thereto:

> Unit , according to the Declaration of Covenants, Conditions and Restrictions for 300 River Street East Condominiums, recorded , as Instrument No. and the Plat recorded , as Instrument No. , in the office of the Recorder of Blaine County, Idaho.

Section 6.2 Conveyance Deemed to Describe an Undivided Interest in Common Elements. Every instrument of conveyance, Security Interest, or other instrument affecting the title to a Unit which legally describes the Unit substantially in the manner set forth above shall be construed to describe the Unit, together with the undivided interest in the Common Elements appurtenant to it, and together with all fixtures and improvements contained in it, and to incorporate all the rights incident to ownership to a Unit and all the limitations of ownership as described in the covenants, conditions, restrictions, easements, reservations, rights-of-way, and other provisions contained in this Declaration, including the easement of enjoyment to use the Common Elements.

Section 6.3 Separate Tax Assessments. Upon the filing for record of this Declaration and the Plat in the Records, Declarant shall deliver a copy of this Declaration to the assessor of Blaine County as provided by law. The lien for taxes assessed shall be confined to the Unit(s). No forfeiture or sale of any Unit for delinquent taxes, assessments, or other governmental charge shall divest or in any way affect the title to any other Unit.

ARTICLE 7.
UNIT OWNERS' PROPERTY RIGHTS IN COMMON ELEMENTS

Section 7.1 Common Elements. Every Unit Owner shall have a perpetual right and easement of access over, across, and upon the Common Elements for the purpose of access to and from the Unit from public ways for both pedestrian and vehicular travel, which right and easement shall be appurtenant to and pass with the transfer of title to such Unit; provided, however, that such right and easement shall be subject to the following:

(a) the covenants, conditions, restrictions, easements, reservations, rights-of-way, and other provisions contained in this Declaration, and the Plat;

(b) the right, without the obligation, of 300HOA from time to time to assign, on an equitable basis, portions of the Common Elements, such as parking spaces or storage spaces not previously designated as Limited Common Area, for the exclusive use of the Unit Owner of a particular Unit by an appropriate instrument in writing;

(c) the right, without the obligation, of 300HOA to adopt, from time to time, any and all rules and regulations concerning vehicular traffic and travel upon, in, under, and across the Project; and

(d) the right, without the obligation, of 300HOA to adopt, from time to time, any and all rules and regulations concerning the Project as 300HOA may determine is necessary or prudent for the management, preservation, safety, control, and orderly operation of the Project for the benefit of all Unit Owners, and for facilitating the greatest and most convenient availability and use of the Units and Common Elements by Unit Owners.

Section 7.2 Limited Common Elements. Subject to the provisions of this Declaration, every Unit Owner shall have the right to use and enjoy the Limited Common Elements appurtenant to his Unit. All Limited Common Elements shall be used in connection with the appurtenant Unit(s) to the exclusion of the use thereof by the other Unit Owners, except by invitation. Subject to the 300HOA**'s** overall responsibility for maintenance of the Limited Common Elements, each Unit Owner shall be responsible for routine care and cleaning of the exterior walls, ceilings, roof overhangs and exterior deck floors of any balcony, terrace or of any other Limited Common Elements appurtenant to and/or accessible only from the Unit Owner's Unit, and for keeping the same in a clean, sanitary, and attractive condition with such maintenance services to be contracted only and exclusively with and through 300HOA or the Managing Agent of 300HOA. Extraordinary maintenance and renovations of the Limited Common Elements shall require the prior written approval of the 300HOA and shall be performed only and exclusively by the 300HOA and billed to the Unit Owner to which the Limited Common Area is appurtenant. No reference to Limited Common Elements need be made in any instrument of conveyance or encumbrance in order to convey or encumber the Limited Common Elements appurtenant to a Unit.

ARTICLE 8.
MEMBERSHIP AND VOTING RIGHTS IN 300HOA

Section 8.1 300HOA Membership. Every Unit Owner shall be a member of 300HOA and shall remain a member for the period of the Unit Owner's ownership of a Unit. No Unit Owner, whether one or more persons or entity, shall have more than one membership per Unit owned, but all the persons or entities owning a Unit shall be entitled to rights of membership and of use and enjoyment appurtenant to ownership of a Unit. Membership in 300HOA shall be appurtenant to, and may not be separated from, ownership of a Unit. If title to a Unit is held by more than one individual, by a firm, corporation, partnership, association or other legal entity or any combination thereof, such individuals, entity or entities shall appoint and authorize one person or alternate persons to represent the Unit Owners of the Unit. Such representative shall be a natural person who is a Unit Owner, or a designated board member or officer of a corporate Unit Owner, or a general partner of a partnership Unit Owner, or a comparable representative of any other entity, and such representative shall have the power to cast votes on behalf of the Unit Owner as a member of 300HOA, and serve on the Board of Directors if elected, subject to the provisions of and in accordance with the procedures more fully described in the Bylaws of 300HOA. Notwithstanding the foregoing, if only one of the multiple Unit Owners of a Unit is present at a meeting of 300HOA, such Unit Owner is entitled to cast the vote(s) allocated to that Unit. If more than one of the multiple Unit Owners are present and there is no written designation of an authorized representative, the vote allocated to that Unit may be cast only in accordance with the agreement of a majority in interest of the Unit Owners in said Unit, which majority agreement may be assumed for all purposes if any one of the multiple Unit Owners casts the vote allocated to that Unit without protest being made promptly to the person presiding over the meeting by any of the other Unit Owners of the Unit.

Section 8.2 Voting Rights and Meetings. Each Unit in the Project shall have the votes allocated in Section 4.2(c); provided, however, no vote allocated to a Unit owned by 300HOA may be cast. A meeting of 300HOA shall be held at least once each year. Special meetings of 300HOA may be called by the President, by a majority of the Board of Directors, or by Unit Owners having twenty-five percent (25%), or any lower percentage specified in the Bylaws, of the votes in 300HOA. Not less than ten (10) and no more than fifty (50) days in advance of any meeting, the Secretary or other officer specified in the Bylaws shall cause notice to be hand delivered, sent prepaid by United States Mail to the mailing address of each Unit Owner or sent via e-mail with the Unit Owner's consent to receive notice by such means. The notice of any meeting must state the time and place of the meeting and the items on the agenda including the general nature of any proposed amendment to this Declaration or Bylaws, any budget changes, and any proposal to remove an officer or member of the Board of Directors. Unless the Bylaws provide for a lower percentage, a quorum is deemed present throughout any meeting of 300HOA, if persons entitled to cast twenty percent (20%) of the votes, in person or by proxy, at the beginning of the meeting. Notwithstanding anything to the contrary contained herein, for a period of ten (10) years from the date of this Declaration, Declarant shall receive notice of and have the right to attend all meetings of 300HOA and/or its Board.

Section 8.3 Meeting to Approve Annual Budget. At the annual meeting of 300HOA or at a special meeting of 300HOA called for such purpose, the Unit Owners shall be afforded the opportunity to ratify a budget of the projected revenues, expenditures (both ordinary and capital) and reserves for 300HOA**'s** next fiscal year as proposed by the Board of Directors. A summary of the budget proposed by the Board of Directors shall be mailed or via e-mail with the Unit Owner's consent to receive notice by such means, to the Unit Owners within thirty (30) days after its adoption by the Board of Directors, along with a notice of a meeting of 300HOA to be held not less than ten (10) nor more than sixty (60) after mailing of the summary to the Unit Owners. Unless, at such meeting, a Majority of Owners, rather than a majority of those present and voting in person or by proxy, reject the proposed budget, the budget is ratified, regardless of whether a quorum is present at the meeting. In the event the proposed budget is rejected, the budget last ratified by the Unit Owners continues until such time as the Unit Owners ratify a subsequent budget proposed by the Board of Directors as provided above.

Section 8.4 Unit Owners' and 300OA's Addresses for Notices. All Unit Owners of each Unit shall have one and the same registered mailing address to be used by or other Unit Owners for notices, demands, and all other communications regarding 300HOA matters. The Unit Owner or the representative of the Unit Owners of a Unit shall furnish such registered address to the Secretary of 300HOA or its designated agent within ten days after transfer of title to the Unit to such Unit Owner or Unit Owners. Such registration shall be in written form and signed by all of the Unit Owners of the Unit or by such persons as are authorized to represent the interests of all Unit Owners of the Unit. If no address is registered or if all of the Unit Owners cannot agree, then the address of the Unit shall be deemed their registered address until another registered address is furnished as required under this Section 8.4. If the address of the Unit is the registered address of the Unit Owner(s), then any notice shall be deemed duly given if delivered to any person occupying the Unit or, if the Unit is unoccupied, if the notice is held and available for the Unit Owners at the principal office of 300HOA. All notices and demands intended to be served upon the Board of Directors shall be sent to the Project or such other address as the Board of Directors may designate from time to time by notice to the Unit Owner(s). For the purposes of meeting Notices, unless consent is withdrawn by a Unit Owner, all Unit Owners are deemed to consent to receive notice by email by providing 300HOA a current email address. Such email address shall be deemed valid unless and until a new email address is provided to 300HOA or consent to receive notice by email is withdrawn by the Unit Owner.

Section 8.5 Transfer Information. All Persons who acquire Unit(s) other than from Declarant shall provide to 300HOA written notice of the Person's name, address, Unit owned, date of transfer, and name of the former Unit Owner within ten (10) days of the date of transfer. The Person shall also provide a true and correct copy of the recorded instrument conveying or transferring the Unit or such other evidence of the conveyance or transfer as is reasonably acceptable to 300HOA. In addition, 300HOA may request such other information as 300HOA determines is necessary or desirable in connection with obtaining and maintaining information regarding conveyances and transfers of Units. 300HOA or Managing Agent shall have the right to

charge the Person a reasonable administrative fee for processing the transfer in the records of 300HOA.

Section 8.6 Declarant Control of 300HOA. There shall be a Period of Declarant Control of 300HOA, during which a Declarant, or persons designated by the Declarant, may appoint and remove the officers and members of the Board of Directors, notwithstanding any voting requirements or other procedural requirements set forth herein or in the Bylaws. The Period of Declarant Control shall commence upon filing of the Articles of Incorporation 300HOA and shall terminate no later than the last to occur of the following:

(a) sixty (60) days after conveyance of all of the Residential Units to Unit Owners other than the Declarant; or

(b) prior to the conveyance of all of the Residential Units, two (2) years after Declarant's last conveyance of a Residential Unit in the ordinary course of business without conveying another Residential Unit.

Declarant may voluntarily surrender the right to appoint and remove officers and members of the Board of Directors before termination of that period, but in that event the Declarant may require, for the duration of the Period of Declarant Control, that specified actions of 300HOA or Board of Directors, as described in a recorded instrument executed by the Declarant, be approved by the Declarant before they become effective.

Section 8.7 Required Election of Residential Unit Owners. The Board of Directors shall consist of three (3) members, all of whom shall initially be appointed by the Declarant. Terms shall be for a period of three (3) years, except that the terms of two of the initial Board members shall be two (2) years. Subject to Section 8.6, not later than sixty (60) days after conveyance of fifty (50%) of the Residential Units to Unit Owners other than Declarant, one (1) member of the Board of Directors shall be elected by Residential Unit Owners other than the Declarant. Following the period of Declarant Control, in order to ensure representation of Residential Unit Owners and the Hotel Unit Owner in the affairs of 300HOA and to protect the valid interests of the Residential Units, the Owners of the Residential Units, voting as a class, shall be entitled to elect one (1) member of the Board of Directors, and the Hotel Unit Owner shall be entitled to appoint one (1) member of the Board of Directors, and the third member shall be elected by a majority of the votes. The terms of the Directors shall be staggered. The Board of Directors shall elect the officers. The members of the Board of Directors and officers shall take office upon election.

Section 8.8 Removal of Members of the Board of Directors. Subject to Section 8.6 hereof, following notice and an opportunity to be heard as required by this Declaration and the Act, the Unit Owners, by sixty-seven percent (67%) vote of all votes cast at a meeting of the Unit Owners at which a quorum is present, may remove a member of the Board of Directors with or without cause, other than a member appointed by the Declarant.

Section 8.9 Requirements for Turnover of Declarant Control. Within sixty (60) days after conveyance of one hundred percent (100%) of the Residential Units to Unit Owners other than Declarant, the Declarant shall deliver to the 300HOA all property of the Unit Owners and of 300HOA held by or controlled by the Declarant, including without limitation the following items:

(a) the original or a certified copy of the recorded Declaration as amended, 300HOA's articles of incorporation, Bylaws, minute books, other books and records, and any Rules and Regulations which may have been promulgated;

(b) an accounting for 300HOA funds and financial statements, from the date 300HOA received funds and ending on the date the Period of Declarant Control ends;

(c) 300HOA funds or control thereof;

(d) all of the Declarant's tangible personal property that has been represented by the Declarant to be the property of 300HOA or all of the Declarant's tangible personal property that is necessary for, and has been used exclusively in, the operation and enjoyment of the Common Elements, and inventories of these properties;

(e) a copy, for the non-exclusive use of 300HOA, of any plans and specifications used in the construction or renovation of the Improvements;

(f) all insurance policies then in force, in which the Unit Owners, 300HOA or its members of the Board of Directors and officers are named as insured persons;

(g) copies of any certificates of occupancy that may have been issued with respect to the Improvements;

(h) any other permits issued by governmental bodies applicable to the Project and which are currently in force or which were issued within one year prior to the date on which Unit Owners other than the Declarant took control of 300HOA;

(i) written warranties of the contractor, subcontractors, suppliers, and manufacturers that are still effective;

(j) a roster of Unit Owners and First Mortgagees and their addresses and telephone numbers, if known, as shown on the Declarant's records;

(k) employment contracts in which the 300HOA is a contracting party;

(l) any service contract in which 300HOA is a contracting party or in which 300HOA or the Unit Owners have any obligation to pay a fee to the persons performing the services;

(m) operation and maintenance documentation of any and all equipment owned by 300HOA; and

(n) maintenance recommendations and the capital expenditures reserve budget, as prepared by the Managing Agent or its designee, for Common Elements.

Section 8.10 Agent for Service of Process. 300HOA's initial agent for service of process as contemplated by the Act shall be the person identified as such in the Articles of Incorporation.

ARTICLE 9.
300HOA POWERS AND DUTIES

Section 9.1 300HOA Management Duties. Subject to the rights and obligations of Declarant and other Unit Owners as set forth in this Declaration, 300HOA shall engage a Managing Agent to be responsible for the administration and operation of the 300HOA upon completion of construction of the Project and for the exclusive management, control, maintenance, repair, replacement, and improvement of the Common Elements and the Limited Common Elements, and shall keep the same in good, clean, attractive, and sanitary condition, order, and repair. The expenses, costs, and fees of such management, operation, maintenance, and repair by 300HOA shall be Common Expenses, and prior approval of the Unit Owners shall not be required in order for 300HOA to pay any such expenses, costs, and fees. 300HOA shall establish and maintain, out of the installments of the annual Assessments, an adequate reserve account for maintenance, repair, or replacement of those Common Elements that must be replaced on a periodic basis. 300HOA shall adopt and amend budgets for revenues, expenditures, and reserves which will be the basis for collection of Assessments for Common Expenses from Unit Owners. 300HOA shall keep financial records sufficiently detailed to enable 300HOA to comply with the requirement that it provide statements of status of Assessments. All financial and other records of 300HOA shall be made reasonably available for examination by any Unit Owner and such Unit Owner's authorized agents.

Section 9.2 300HOA Powers. 300HOA shall have, subject to the limitations contained in this Declaration and the Act, the powers necessary for the administration of the affairs of 300HOA and the upkeep of the Project which shall include, but not be limited to, the power to:

(a) adopt and amend Bylaws and Rules and Regulations;

(b) adopt and amend budgets for revenues, expenditures and reserves;

(c) collect assessments for Common Expenses from Owners;

(d) create and maintain reserve accounts;

(e) hire and discharge Managing Agents, provided however, that for a period of thirty-six (36) months following the Period of Declarant Control, no Managing Agent that was

hired by the Declarant pursuant to a written Management Agreement shall be discharged by 300HOA or its Board without approval of Hotel Unit Owner.

(f) hire and discharge employees and agents, other than Managing Agents, and independent contractors;

(g) institute, defend or intervene in litigation or administrative proceedings or seek injunctive relief for violation of the Declaration, Bylaws or Rules and Regulations in 300HOA's name on behalf of 300HOA or two or more Unit Owners on matters affecting the Project;

(h) make contracts and incur liabilities;

(i) regulate the use, maintenance, repair, replacement and modification of the Common Elements;

(j) cause additional improvements to be made as part of the Common Elements;

(k) acquire, hold, encumber, and convey in 300HOA's name any right, title or interest to real property or personal property, but Common Elements may be conveyed or subjected to a Security Interest only pursuant to the requirements of the Act;

(l) grant easements, including permanent easements, leases, licenses and concessions, through or over the Common Elements;

(m) impose and receive a payment, fee, or charge for the use, rental or operation of the Common Elements, other than Limited Common Elements, and for services provided to Unit Owners;

(n) impose a reasonable charge for late payment of Assessments, recover Costs of Enforcement for collection of Assessment and other actions to enforce the powers of 300HOA, regardless of whether or not suit was initiated and, after notice and hearing, levy reasonable fines for violations of this Declaration, Bylaws and Rules and Regulations of 300HOA;

(o) impose and enforce liens in accordance with Section 10.8;

(p) impose a reasonable charge for the preparation and recordation of amendments to this Declaration or for preparation of statements of unpaid Assessments;

(q) provide for the indemnification of 300HOA's officers and Board of Directors and maintain Board of Directors' and officers' liability insurance;

(r) assign the 300HOA's right to future income, including the right to receive Assessments;

(s) by resolution, establish committees of the Board of Directors and/or Unit Owners, permanent and standing, to perform any of the above functions under specifically delegated administrative standards, as designated in the resolution establishing the committee;

(t) exercise any other powers conferred by this Declaration or the Bylaws;

(u) establish policies and procedures for entry into Units under authority granted to 300HOA in the Project Documents for the purpose of cleaning, maid service, maintenance and repair including emergency repair, and for the purpose of abating a nuisance or a known or suspected dangerous or unlawful activity;

(v) exercise any other power that may be exercised in Idaho by legal entities of the same type as 300HOA; and

(w) exercise any other power necessary and proper for the governance and operation of 300HOA.

Section 9.3 Actions by Board of Directors. Except as specifically otherwise provided in this Declaration, the Bylaws or the Act, the Board of Directors may act in all instances on behalf of 300HOA.

Section 9.4 Board of Directors Meetings. All meetings of the Board of Directors, at which action is to be taken by vote, will be open to the Unit Owners and at the request of any member, agendas for meetings of the Board of Directors shall be made reasonably available for examination by the member of 300HOA or their representatives, except that meetings of the Board of Directors may be held in executive session(s), without giving notice and without the requirement that they be open to Unit Owners, in the following situations:

(a) matters pertaining to employees of 300HOA or involving the employment, promotion, discipline or dismissal of an officer, agent, or employee of 300HOA;

(b) consultation with legal counsel concerning disputes that are the subject of pending or imminent court proceedings or matters that are privileged or confidential between attorney and client;

(c) investigative proceedings concerning possible or actual criminal misconduct;

(d) matters subject to specific constitutional, statutory, or judicially imposed requirements protecting particular proceedings or matters from public disclosure;

(e) any matter the disclosure of which would constitute an unwarranted invasion of individual privacy, including but not limited to violations and collections proceedings.

Section 9.5 Right to Notice and Hearing. Whenever the Project Documents require that an action be taken after "notice and hearing," the following procedure shall be observed: The party proposing to take the action (e.g., the Board of Directors, a committee, an officer, the Managing Agent, etc.) shall give notice of the proposed action to all Unit Owners whose interests the proposing party reasonably determines would be significantly affected by the proposed action. The notice shall be delivered personally or mailed not less than three (3) days before the proposed action is to be taken. The notice shall include a general statement of the proposed action and the date, time and place of the hearing. At the hearing, the affected person shall have the right, personally or by a representative, to give testimony orally and/or in writing, subject to reasonable rules of procedure established by the party conducting the hearing to assure a prompt and orderly resolution of the issues. Such evidence shall be considered in making the decision but shall not bind the decision makers. The affected person shall be notified of the decision in the same manner in which notice of the hearing was given. Any Unit Owner having a right to notice and hearing shall have the right to appeal to the Board of Directors from a decision of a proposing party other than the Board of Directors by filing a written notice of appeal with the Board of Directors within ten (10) days after being notified of the decision. The Board of Directors shall conduct a hearing at the next scheduled executive meeting or within forty-five (45) days whichever is shorter, giving the same notice and observing the same procedures as were required for the original hearing.

ARTICLE 10.
ASSESSMENTS

Section 10.1 Commencement of Annual Assessments. Until 300HOA makes an Assessment for Common Expenses, the Declarant shall pay all Common Expenses. After any Assessment has been made by 300HOA, Assessments shall be made no less frequently than annually and shall be based on a budget adopted no less frequently than annually by the 300HOA.

Section 10.2 Annual Assessments. 300HOA shall levy annual Assessments to pay for the Common Expenses Liability allocated to each Unit pursuant to this Declaration. The total annual Assessments shall be based upon a budget of the 300HOA's cash requirements for upkeep of the Project including maintenance, repair and replacement of the Common Elements as required by the Act and the Project Documents, the funding of reserve funds created pursuant to Section 10.14 of this Declaration and other Common Expenses. Any surplus funds of 300HOA remaining after payment of or provision for Common Expenses and any prepayment of or provision for reserves shall be allocated to one or more reserve funds for the future financial needs of the 300HOA as determined by the Board of Directors.

Section 10.3 Apportionment of Annual Assessments. The total annual Assessment for any fiscal year of the 300HOA shall be assessed to the Units in proportion to their Percentage of Common Expenses Liability set forth on Exhibit B, subject to: (a) Common Expenses which are separately metered or assessed to the Units by third parties; (b) Common Expenses associated with the maintenance, repair or replacement of Limited Common Elements which shall be

assigned equally or on such other equitable basis as the Board of Directors shall determine to the Units to which the specific Limited Common Elements are appurtenant; (c) Common Expenses or portions thereof benefiting fewer than all of the Units which shall be assessed exclusively against the Units benefited; (d) Common Expenses or portions thereof disproportionately benefiting some Units which shall be assessed among the Units in accordance with the benefit received by each Unit; (e) any increased cost of insurance based upon risk which shall be assessed to Units in proportion to the risk; (f) any Common Expense caused by the misconduct of any Unit Owner(s), which may be assessed exclusively or on such other equitable basis as the Board of Directors shall determine against such Unit Owner(s); and (g) any expenses which are charged equally to the Units. All such allocations of Common Expenses Liability to the Units on a basis other than the Units' Percentage of Common Expenses Liability shall be made by the Board of Directors. In making the allocations, the Board of Directors shall use as a guide the assignment of various Common Expenses to the following categories: utilities (unless separately metered or disproportionately benefiting fewer than all Units), insurance, exterior building maintenance and repairs, and reserves. All Common Expenses associated with maintenance, repair or replacement of areas that serve exclusively Residential Units, the Hotel Unit or the Retail Unit, shall be allocated to only such Units.

Section 10.4 Special Assessments. In addition to the annual Assessments authorized above, the Board of Directors may at any time and from time to time determine, levy, and assess in any fiscal year a special Assessment applicable to that particular fiscal year (and for any such longer period as the Board of Directors may determine) for the purpose of defraying, in whole or in part, the unbudgeted costs, fees, and expenses of any construction, reconstruction, repair, demolishing, replacement, renovation or maintenance of the Project, specifically including any fixtures and personal property related to it. Any amounts determined, levied, and assessed pursuant to this Declaration shall be assessed to the Units pursuant to the provisions in Section 10.3 entitled "Apportionment of Annual Assessments" set forth above.

Section 10.5 Due Dates for Assessment Payments. Unless otherwise determined by the Board of Directors, the Assessments which are to be paid in installments shall be paid quarterly in advance and shall be due and payable to the 300HOA at its office or as the Board of Directors may otherwise direct in any Management Agreement, without notice (except for the initial notice of any special Assessment), on the first day of each quarter. If any such installment shall not be paid within twenty (20) days after it shall have become due and payable, then the Board of Directors may assess a late charge, default interest charge (not to exceed the rate from time to time allowed by law), fee, or such other charge as the Board of Directors may fix by rule from time to time to cover the extra expenses involved in handling such delinquent Assessment installment. A Unit Owner's Assessment shall be prorated if the ownership of a Unit commences or terminates on a day other than the first day or last day, respectively, of a month or other applicable payment period. However, if the Common Expenses Liability is re-allocated, any installment(s) of an assessment not yet due shall be recalculated in accordance with the re-allocated Common Expenses Liability.

Section 10.6 Default Assessments. All Costs of Enforcement assessed against a Unit Owner pursuant to the Project Documents, or any expense of the 300HOA which is the obligation of a Unit Owner pursuant to the Project Documents shall become a default Assessment assessed against the Unit Owner's Unit. Notice of the amount and demand for payment of such default Assessment shall be sent to the Unit Owner ten (10) days prior to enforcing any remedies for non-payment hereunder.

Section 10.7 Covenant of Personal Obligation for Assessments. Declarant, by creating the Units pursuant to this Declaration, and all other Unit Owners, by acceptance of the deed or other instrument of transfer of his Unit (whether or not it shall be so expressed in such deed or other instrument of transfer), are deemed to personally covenant and agree, jointly and severally, with all other Unit Owners and with the 300HOA, and hereby do so covenant and agree to pay to the 300HOA the (a) annual Assessments, (b) special Assessments, and (c) default Assessments applicable to the Unit Owner's Unit. No Unit Owner may waive or otherwise escape personal liability for the payment of the Assessments provided for in this Declaration by not using the Common Elements or the facilities contained in the Common Elements or by abandoning or leasing his Unit.

Section 10.8 Lien for Assessments; Assignment of Rents. The annual, special, and default Assessments (including installments of the Assessments) arising under the provisions of the Project Documents shall be burdens running with the specific Unit to which such Assessments apply. The 300HOA may impose a lien upon a specific Unit, by preparing a written lien notice setting forth the description of the Unit, the amount of Assessments on the Unit unpaid as of the date of such lien notice, the rate of default interest as set by the Rules and Regulations, the name of the Unit Owner or Unit Owners of the Unit, and any and all other information that 300HOA may deem proper. The lien notice shall be signed by a member of the Board of Directors, an officer of 300HOA, or the Managing Agent and shall be recorded in the Records. Upon any default in the payment of annual, special, or default Assessments, 300HOA shall also have the right to appoint a receiver to collect all rents, profits, or other income from the Unit payable to the Unit Owner and to apply all such rents, profits, and income to the payment of delinquent Assessments. Each Unit Owner, by ownership of a Unit, agrees to the assignment of such rents, profits and income to 300HOA effective immediately upon any default in the payment of annual, special, or default Assessments.

Section 10.9 Remedies for Nonpayment of Assessments. If any annual, special, or default Assessment (or any installment of the Assessment) is not fully paid within thirty (30) days after the same becomes due and payable as set forth in the notice of said Assessment, then as often as the same may happen, (a) interest shall accrue at the default rate set by the Rules and Regulations on any amount of the Assessment in default, accruing from the due date until date of payment, (b) 300HOA may declare due and payable all unpaid installments of the annual Assessment or any special Assessment otherwise due during the fiscal year during which such default occurred, (c) 300HOA may thereafter bring an action at law or in equity, or both, against any Unit Owner personally obligated to pay the same, (d) the 300HOA may proceed to foreclose

its lien against the particular Unit pursuant to the power of sale granted to 300HOA by this Declaration or in the manner and form provided by Idaho law for foreclosure of real estate mortgages, (e) 300HOA may suspend the Owner's right to vote in 300HOA matters until the Assessment is paid, and (f) suspend provision of A La Carte Services. An action at law or in equity by 300HOA (or counterclaims or crossclaims for such relief in any action) against a Unit Owner to recover a money judgment for unpaid Assessments (or any installment thereof) may be commenced and pursued by 300HOA without foreclosing or in any way waiving the 300HOA**'s** lien for the Assessments. Foreclosure or attempted foreclosure by 300HOA of its lien shall not be deemed to stop or otherwise preclude 300HOA from again foreclosing or attempting to foreclose its lien for any subsequent Assessments (or installments thereof) which are not fully paid when due or for any subsequent default Assessments. 300HOA shall have the power and right to bid in or purchase any Unit at foreclosure or other legal sale and to acquire and hold, lease, mortgage, and to convey, or otherwise deal with the Unit acquired in such proceedings.

Section 10.10 Purchaser's Liability for Assessments. Notwithstanding the personal obligation of each Unit Owner to pay all Assessments on the Unit, all purchasers shall be jointly and severally liable with the prior Unit Owner(s) for any and all unpaid Assessments against such Unit, without prejudice to any such purchaser's right to recover from any prior Unit Owner any amounts paid thereon by such purchaser. A purchaser's obligation to pay Assessments shall commence upon the date the purchaser becomes the Unit Owner of a Unit. For Assessment purposes, the date a purchaser becomes the Unit Owner shall be determined as follows: (a) in the event of a conveyance or transfer by foreclosure, the date a purchaser becomes the Unit Owner shall be deemed to be upon the expiration of all applicable redemption periods; (b) in the event of a conveyance or transfer by deed in lieu of foreclosure a purchaser shall be deemed to become the Unit Owner of a Unit upon the execution and delivery of the deed or other instruments conveying or transferring title to the Unit, irrespective of the date the deed is recorded; and (c) in the event of conveyance or transfer by deed, a purchaser shall be deemed to become the Unit Owner upon the execution and delivery of the deed or other instruments conveying or transferring title of the Unit, irrespective of the date the deed is recorded. However, such purchaser shall be entitled to rely upon the existence and status of unpaid Assessments as shown upon any certificate issued by or on behalf of 300HOA to such named purchaser pursuant to the provisions of this Declaration.

Section 10.11 Waiver of Homestead Exemption; Subordination of 300HOA Lien for Assessments. By acceptance of the deed or other instrument of transfer of a Unit, each Unit Owner irrevocably waives the homestead exemption provided by Idaho Code § 55-1001 et seq., as amended. 300HOA's lien on a Unit for Assessments shall be superior to all other liens and encumbrances except the following:

(a) real property ad valorem taxes and special assessment liens duly imposed by an Idaho governmental or political subdivision or special taxing district, or any other liens made superior by statute; and

(b) the lien of any First Mortgagee except to the extent Idaho law grants priority for Assessments to 300HOA.

Any First Mortgagee who acquires title to a Unit by virtue of foreclosing a First Mortgage or by virtue of a deed or assignment in lieu of such a foreclosure, or any purchaser at a foreclosure sale of a First Mortgage, will take the Unit free of any claims for unpaid Assessments and Costs of Enforcement against the Unit which accrue prior to the time such party acquires title to the Unit, except to the extent the amount of the extinguished lien may be reallocated and assessed to all Units as a Common Expense and except to the extent the Act grants lien priority for Assessments to the 300HOA. All other persons not holding liens described in this Section and obtaining a lien or encumbrance on any Unit after the recording of this Declaration shall be deemed to consent that any such lien or encumbrance shall be subordinate and inferior to the 300HOA's lien for Assessments and Costs of Enforcement as provided in this Article, whether or not such consent is specifically set forth in the instrument creating any such lien or encumbrance.

Sale or other transfer of any Unit, (a) except as provided above with respect to First Mortgagees, (b) except in the case of foreclosure of any lien enumerated in this Section, and (c) except as provided in the next Section, shall not affect 300HOA's lien on such Unit for Assessments due and owing prior to the time such purchaser acquired title and shall not affect the personal liability of each Unit Owner who shall have been responsible for the payment thereof. Further, no such sale or transfer shall relieve the purchaser of a Unit from liability for, or the Unit from the lien of, any Assessments made after the sale or transfer.

Section 10.12 Statement of Status of Assessments. On or before fourteen (14) calendar days after receipt of written notice to the Managing Agent or, in the absence of a Managing Agent, to the Board of Directors and payment of a reasonable fee set from time to time by the Board of Directors, any Unit Owner, holder of a Security Interest, prospective purchaser of a Unit or their designees shall be furnished a statement of the Unit Owner's account setting forth:

(a) the amount of any unpaid Assessments then existing against a particular Unit;

(b) the amount of the current installments of the annual Assessment and the date that the next installment is due and payable;

(c) the date(s) for payment of any installments of any special Assessments outstanding against the Unit; and

(d) any other information, deemed proper by 300HOA, including the amount of any delinquent Assessments created or imposed under the terms of this Declaration.

Upon the issuance of such a certificate signed by a member of the Board of Directors, by an officer of 300HOA, or by a Managing Agent, the information contained therein shall be

conclusive upon 300HOA as to the person or persons to whom such certificate is addressed and who rely on the certificate in good faith.

Section 10.13 Liens. Except for Assessment liens as provided in this Declaration, mechanics' liens (except as prohibited by this Declaration), tax liens, judgment liens and other liens validly arising by operation of law and liens arising under Security Interests, there shall be no other liens obtainable against the Common Elements or against the interest of any Unit Owner in the Common Elements except a Security Interest in the Common Elements granted by 300HOA pursuant to the requirements of the Act.

Section 10.14 Reserve Funds. 300HOA shall maintain (i) a capital reserve fund for the repair, restoration and replacement of the Common Elements; and (ii) a general operating reserve fund. The reserve funds shall be Common Expenses and funded as follows:

(a) At the Closing of a sale of a Residential Unit by Declarant to an Owner, the Owner shall pay to 300HOA an amount equal to 300HOA's estimate of three (3) months of general operating Assessments to be levied against that Unit for the fiscal year in which that sale occurs, which shall be deposited into the general operating reserve fund. Such payments shall be in addition to, and shall not be credited against, the Owner's obligation to pay regular and special Assessments levied against the Units by 300HOA. Upon the sale of a Residential Unit by an Owner, 300HOA shall not be obligated to return to the transferor any funds held in reserve funds.

(b) Prior to Closing of the first sale of a Residential Unit, Declarant shall likewise pay to 300HOA an amount equal to the 300HOA's estimate of three (3) months of general operating Assessments to be levied against the Hotel and Residential Units for the 300HOA's initial fiscal year, which shall be deposited into the general operating reserve fund.

(c) Thereafter, 300HOA may increase the reserve funds or replace funds withdrawn from any reserve funds with funds collected through Assessments. The amounts held in such reserve funds shall be set at the discretion of the Board of Directors. All reserve funds shall be maintained in FDIC insured, interest bearing accounts.

ARTICLE 11.
MAINTENANCE RESPONSIBILITY

Section 11.1 Unit Owner's Rights and Duties with Respect to Interiors. Except as may be provided in the Reservation and Purchase and Sale agreement or other conveyancing documents executed by Declarant in connection with sales to initial purchasers of the Units, each Owner of a Unit shall have the exclusive right and duty to paint, tile, paper, or otherwise decorate or redecorate and to maintain and repair the interior surfaces of the walls, floors, ceilings, windows and doors forming the boundaries of such Unit Owner's Unit and all walls, floors, ceilings, and doors within such boundaries. Notwithstanding the foregoing, no Residential Unit Owner shall be permitted to install any hardwood floor or other hard surface improvements in

his Unit that might affect adjoining Units by increasing noise or vibrations, without the prior written approval of the 300HOA, which approval may be denied, or conditioned, in 300HOA's sole discretion. Owners of the Units shall maintain window coverings that are consistent and as specified within the design and material standards originally established by the Declarant, installed by the Declarant and adopted by the 300HOA.

Any decoration, maintenance or repair to the Unit must be performed in such a manner, so that it shall be in compliance with industry standard codes, applicable City of Ketchum building codes and the original construction practices established for the construction of the Project.

Section 11.2 Responsibility of the Unit Owner. The Unit Owner of any Unit shall, at the Unit Owner's expense, maintain and keep in repair all fixtures, equipment, and utilities installed and included in a Unit commencing at a point where the fixtures, equipment, and utilities enter the Unit. A Unit Owner shall not allow any action or work that will impair the structural soundness of the improvements, impair the proper functioning of the utilities, heating, ventilation, or plumbing systems or integrity of the Improvement(s), or impair any easement or hereditament. Subject to 300HOA's overall responsibility for maintenance of the Limited Common Elements, each Unit Owner shall be responsible for routine maintenance and care of the walls, floors, ceilings, windows and doors of any balcony or patio or of any other Limited Common Elements appurtenant to the Unit Owner's Unit, and for keeping the same in a good, clean, sanitary, and attractive condition. Notwithstanding the foregoing, Unit Owners shall not be responsible for damage to exterior doors and windows except if as a result of a negligent or willful act of said Owner. 300HOA shall not be responsible for repairs occasioned by casualty due to the act or negligence of the Unit Owner or Occupant of the Unit except as provided in Article 17.

300HOA shall not be responsible for damage that occurs due to the Unit Owner's failure to abide by the operation recommendations included in Operation, Maintenance and/or Warranty Manuals for the Unit or for Common Elements.

Section 11.3 Unit Owner's Negligence. In the event that the need for maintenance, repair, or replacement of all or any portion of the Common Elements is caused through or by the negligent or willful act or omission of a Unit Owner or Occupant, then the expenses incurred by 300HOA for such maintenance, repair, or replacement shall be a personal obligation of such Unit Owner; and, if the Unit Owner fails to repay the expenses incurred by 300HOA within seven (7) days after notice to the Unit Owner of the amount owed, then the failure to so repay shall be a default by the Unit Owner, and such expenses shall automatically become a default Assessment determined and levied against such Unit, enforceable by 300HOA in accordance with this Declaration.

Section 11.4 Responsibility of 300HOA. 300HOA, without the requirement of approval of the Unit Owners, shall maintain and keep in good repair, replace, and improve, as a Common Expense, all of the Project not required in this Declaration to be maintained and kept in good

repair by a Unit Owner or by Declarant. 300HOA shall also be responsible to maintain those off-site improvements constructed by Declarant and as further described in the Amended and Restated Right-Of-Way Encroachment Agreement 25980A ("Encroachment Agreement"), including the entire snowmelt system that has been installed in the public right of way on Leadville Avenue, River Street and Highway 75, in accordance with the terms of the Encroachment Agreement.

Section 11.5 Utilities and Services. Declarant shall be responsible for obtaining basic utility services for all Units including, but not limited to, heating, cooling, water, sewer, electric, building trash removal, telephone for required fire monitoring systems, and fiber optic internet service Such Utilities and Services shall be separately metered other than water and sewer supplied by the City of Ketchum and natural gas provided by Intermountain Gas to each Residential Unit to the extent reasonably feasible and subject to the following provisions:

(a) *Heating, Cooling and Domestic Hot Water*. Costs associated with heating, cooling and domestic hot water for Residence Units located on the third and fourth floors will be determined based on flow and BTU meters controlling use of such utilities for all Residential Units on each floor where the Residential Units are located. Utility costs will be allocated among the Units on each floor based on the livable square footage of each Unit as it relates to the combined gross square footage of all Units located on each Project floor. Utilities delivered in common to all Units will be billed separately to each Unit Owner and will be in addition to the HOA dues as established by the 300HOA.

(b) *Natural Gas*. Costs associated with natural gas delivered to the Residential Units located on the third and fourth floors of the Project will be determined based on a pro-rated basis as allocated by each Units percentage of the overall gross floor area of all Residential Units on the third and fourth floors of the Project.

(c) *Electric*. Each Unit in the Project will be separately metered with service provided by Idaho Power. Each Unit Owner will be required to secure its own electrical account with Idaho Power.

(d) *Internet Service*. Each Unit Owner will be assessed its pro-rata share of the common fiber optic service delivered to the Project by Cox Communications.

ARTICLE 12.
MECHANICS' LIENS

Section 12.1 Mechanics' Liens. Subsequent to recording of this Declaration and the filing of the Plat in the Records, no labor performed or materials furnished for use and incorporated in any Unit with the consent of or at the request of the Unit Owner or the Unit Owner's agent, contractor or subcontractor, shall be the basis for the filing of a lien against a Unit of any other Unit Owner not expressly consenting to or requesting the same, or against any interest in the Common Elements except as to the undivided interest therein appurtenant to the

Unit of the Unit Owner for whom such labor shall have been performed or such materials shall have been furnished. Each Unit Owner shall indemnify and hold harmless each of the other Unit Owners and 300HOA from and against any liability or loss arising from the claim of any mechanics' lien or for labor performed or for materials furnished in work on such Unit Owner's Unit, against the Unit of another Unit Owner or against the Common Elements, or any part thereof.

Section 12.2 Enforcement by 300HOA. At its own initiative or upon the written request of any Unit Owner (if 300HOA determines that further action by 300HOA is proper), 300HOA shall enforce the indemnity provided by the provisions of this Article 12 by collecting from the Unit Owner of the Unit on which the labor was performed or materials furnished the amount necessary to discharge by bond or otherwise any such mechanics' lien, to pay all costs and reasonable attorneys' fees incidental to the lien, and to obtain a release of such lien. If the Unit Owner of the Unit on which the labor was performed or materials furnished refuses or fails to indemnify within five (5) days after 300HOA shall have given notice to such Unit Owner of the total amount of the claim, then the failure to so indemnify shall be a default by such Unit Owner under the provisions of this Section 12.2, and such amount to be indemnified shall automatically become a default Assessment determined and levied against such Unit, and enforceable by 300HOA pursuant to this Declaration.

ARTICLE 13.
SERVICES

Section 13.1 General. The Residential Units shall generally be dependent upon the Hotel Unit for certain services that are or may be provided from the Hotel Unit. In addition, certain services, referred to herein as A La Carte Services, may be provided by Hotel Unit Owner (as discussed in Section 13.3). In addition, Hotel Unit Owner and/or the 300HOA may provide services to some or all of the Unit Owners as described below.

Section 13.2 Basic Services. Basic Services as set forth in Exhibit E attached hereto will be provided by the 300HOA (or, at its direction pursuant to a contract therewith, by Managing Agent) to the Unit Owners for the term of this Declaration. The amount charged by the 300HOA for providing the Basic Services (which may include a reasonable profit including a management fee to Managing Agent) will be part of the Common Expenses. Notwithstanding anything to the contrary set forth in this Declaration or otherwise, the Basic Services listed on Exhibit E, as of the date of recordation of this Declaration, are anticipated to be provided under the Management Agreement by the Managing Agent; however, although such list is attached hereto as a list of services that will be provided as "Basic Services" as of the recordation of this Declaration, the 300HOA shall have the right to add or subtract or otherwise alter the list of services and/or change the manner in which such services are provided so long as the resulting list of services is substantially equivalent (subject to changes that are dictated by obsolescence, technological evolution or applicable laws) to the list attached hereto as Exhibit E (as such list may be amended

from time to time in accordance with the foregoing provisions of this Section 13.2 or is otherwise approved by the 300HOA in accordance with the Bylaws.

Section 13.3 A La Carte Services. A La Carte Services may be provided to the Residential Unit Owners and their Rental Guests by Hotel Unit Owner (or by Hotel Manager on behalf of Hotel Unit Owner) pursuant to separate written agreements by and between each Residential Unit Owner and Hotel Manager or the Managing Agent (as agent for Hotel Unit Owner). Provision of A La Carte Services is completely discretionary at the election of Hotel Unit Owner, Hotel Manager and the Managing Agent. A La Carte Services are paid for by each Residential Unit Owner on a per use, per diem or other periodic basis agreed to by and between the Residential Unit Owner and Hotel Manager or the Managing Agent. Hotel Unit Owner's provision of the A La Carte Services may be conditioned upon the applicable Residential Unit Owner's execution of an A La Carte Services agreement. Basic Services are expressly excluded from the definition of A La Carte Services.

Section 13.4 Hotel Related Services. Hotel Unit Owner shall have the exclusive right (but not the obligation) to provide one or more of the Hotel Services for a fee or fees to be determined from time to time in the Hotel Unit Owner's sole and absolute discretion.

Section 13.5 Access Fee. Unless incorporated into the rental agreement, any Rental Guest may be required to pay a daily access fee ("**Access Fee**") to Hotel Unit Owner in an amount established from time to time by Hotel Unit Owner or Hotel Manager. Payment of the Access Fee will entitle the Rental Guest to receive access to: (i) the amenities and facilities of the Hotel (including, but not limited to, the Hotel pools and fitness center); (ii) some or all Basic Services; and (iii) certain of the A La Carte Services (determined by Hotel Unit Owner or Hotel Manager to be available on a pay-per-use basis). Each Residential Unit Owner will be responsible for paying any portion of the Access Fee that is not paid by a Rental Guest renting such Residential Unit Owner's Residential Unit. If the Access Fee is not paid in a full and timely fashion, access to Hotel facilities and amenities and to the other services described above may be denied. The Access Fee may vary depending on whether or not the Residential Unit is participating in any rental program operated through the Hotel Unit or Hotel Unit Owner.

ARTICLE 14.
USE RESTRICTIONS

Section 14.1 Use of Units.

(a) Residential Units. Except for uses reserved to Declarant in ~~Article 16~~Article 16 entitled "Special Declarant Rights and Additional Reserved Rights", all Residential Units shall be used for single family dwelling purposes by its Owner and shall not be used or caused, allowed or authorized to be used in any way, directly or indirectly, for any business, commercial, manufacturing, mercantile, storing, vending or other non-residential purpose; except that an Owner may voluntarily elect to rent such Owner's Residential Unit in accordance with the provisions of this Declaration. No Residential Unit shall be used as part of

any Occupancy Plan or for similar purposes, including but not limited to any online hospitality services, online agents, or online brokers such as "Airbnb" or "VRBO" or other similar companies or services, unless pursuant to a program of operation of Hotel Unit Owner or Hotel Manager or designees, or as otherwise agreed to by Hotel Unit Owner on a case-by-case basis.

(b) Hotel Unit. The Hotel Unit may be used for any purpose allowable under applicable law, including, but not limited to, any commercial hotel uses, including but not limited to lobby, reception, recreation facilities, restaurant, bar, banquet, meeting facilities and lodging rooms. All Unit Owners hereby consent to the sale of alcoholic beverages by the Hotel Unit Owner and/or the management company employed by the Hotel Unit Owner and hereby grant to the Hotel Unit Owner and/or management company a license combined with a possessory interest for such purposes.

Section 14.2 Rental of Residential Condominiums.

(a) Rentals Permitted. The Residential Units may be rented either on a transient or non-transient basis. Each Rental Guest shall comply with the covenants, terms, conditions and restrictions of this Declaration and with any and all rules and regulations adopted by the Hotel Unit Owner and/or the 300HOA, as applicable, from time to time, including, without limitation, any and all regulations and/or procedures adopted by the Hotel Unit Owner regarding any applicable mandatory check-in for Owners or Rental Guests, minimum requirements and approval of third party rental agents, coordination of charging privileges and other matters reasonably necessary to allow Owners or Rental Guests, as applicable, to be well integrated into a unified structure and operation. Rentals are permitted if, and only if, the Residential Unit Owner informs the Hotel Unit Owner of the rental not less than five (5) days prior to the occupancy of the Residential Unit.

(b) Rental Requirements. Any rental agreement shall be in writing, shall provide that the rental is subject to the Project Documents, shall be in accordance with rental provisions set forth in the Declaration and shall provide that any failure to comply with any provisions of the Governing Documents shall be a default under the terms of the rental agreement. A copy of this Declaration and the other Project Documents shall be made available to each Rental Guest by the Residential Unit Owner so renting. The Residential Unit Owners shall, at all times, be responsible for their Rental Guest's compliance with all of the provisions of the Project Documents pursuant to the occupancy and use of the Rental Unit. The Residential Unit Owners will be jointly and severally liable to the 300HOA and/or Hotel Unit Owner for any amount which is required by the 300HOA and/or Hotel Unit Owner to repair any damage to the Common Elements or Hotel Property Unit, as applicable, resulting from acts or omissions of the Residential Unit Owners' Rental Guests and to pay any claim for injury or damage to property caused by the negligence of the Residential Unit Owners' Rental Guests or other occupants of the Residential Unit Owners' Residential Units. A Rental Guest shall have no obligation to the 300HOA to pay assessments imposed by the 300HOA nor shall any Rental Guest have any voting rights in the 300HOA. No sales, marketing or advertising activities and materials for rent of a

Residential Unit shall include the name of the Hotel Manager, the Hotel or any brand name, logos or identifying marks used in connection with the Hotel, the 300HOA, the Residential Units or the Project, except as may be specifically authorized under any management agreement or license agreement between the 300HOA and the Hotel Manager. Neither Hotel Unit Owner nor Hotel Manger shall have any obligation to provide any Hotel Services to Rental Guests and shall have the right to charge certain fees to Rental Guests (e.g., parking fees, nightly rental fees) and/or not to extend services or amenities provided to Residential Unit Owners to Rental Guests (e.g., free or discounted food services, front desk check-in, room service, folio charges, concierge services, use of Hotel house phone, accepting deliveries, use of business center services, maintenance services).

Section 14.3 Use of Common Elements. There shall be no obstruction of the Common Elements, nor shall anything be kept or stored on any part of the Common Elements by any Residential Unit Owner without the prior written approval of 300HOA. Nothing shall be altered on, constructed in, or removed from the Common Elements by any Unit Owner without the prior written approval of 300HOA. There shall be no rubbish or debris of any kind placed or permitted to accumulate, and no odors shall be permitted to arise from the property so as to render any portion of the Project unsanitary, unsightly, offensive or detrimental to any property or person. Trash, garbage or other waste shall be kept only in sanitary containers. No Unit Owner shall permit or cause any trash or refuse to be kept on any portion of the Project other than in receptacles customarily used for it, which shall be located in places specifically designed for such purpose. No smoking shall be permitted in Common Areas, within the Project including Limited Common Areas unless rules and regulations are established by 300HOA for designated smoking areas within the Common Areas.

Section 14.4 Prohibition of Increases in Insurable Risks and Certain Activities. Nothing shall be done or kept in any Unit or in or on the Common Elements, or any part thereof, which would result in the cancellation of the insurance on all or any part of the Project or in an increase in the rate of the insurance on all or any part of the Project over what 300HOA, but for such activity, would pay, without the prior written approval of 300HOA. Nothing shall be done or kept in any Unit or in or on the Common Elements which would be in violation of any statute, rule, ordinance, regulation, permit, or other imposed requirement of any governmental body having jurisdiction over the Project. No damage to or waste of the Common Elements shall be committed by any Unit Owner or Occupant, and each Unit Owner shall indemnify and hold 300HOA and the other Unit Owners harmless against all loss resulting from any such damage or waste caused by him or an Occupant of his Unit. Failure to so indemnify shall be a default by such Unit Owner under this Section. At its own initiative or upon the written request of any Unit Owner (and if 300HOA determines that further action by 300HOA is proper), 300HOA shall enforce the foregoing indemnity as a default Assessment levied against such Unit.

Section 14.5 Structural Alterations and Exterior Appearance. No structural alterations to any Unit, including the construction of any additional skylight, window, door or other alteration visible from the exterior of the Unit or to any Common Element nor any modification of water

distribution lines or other utility service lines shall be made or caused to be made by any Unit Owner without the prior written approval of the Declarant during the Period of Declarant Control and, thereafter, 300HOA. No clothes lines, satellite dishes, television antennas, wiring or installation of air conditioning equipment, window coverings or other improvements, alterations or decorations visible from outside a Unit shall be added by a Unit Owner without the prior written approval of the Declarant during the Period of Declarant Control and, thereafter, 300HOA. Except for interior decorations not visible from outside a Unit and alteration or relocation of walls constituting Limited Common Elements, no alteration or subdivision of Units or relocation of boundaries between adjoining Units shall be made by the Unit Owners without the prior written approval of the Declarant during the Period of Declarant Control and, thereafter, by 300HOA. 300HOA shall promulgate Rules and Regulations establishing procedures for the approvals required by this Section 14.5. Such Rules and Regulations shall include, but shall not be limited to, requirements that the applicant submit (a) plans and specifications showing the nature, kind, shape, height, color, materials, and location of the proposed alterations in sufficient detail for 300HOA and Declarant to review them; and (b) processing and/or review fees, which may include any professional fees 300HOA or Declarant might incur in retaining architects or engineers to review the plans and specifications. The Rules and Regulations shall specifically consider the impact of the alteration on the harmony of external design and location in relation to surrounding structures and topography.

Section 14.6 Use Restrictions. No animal pens, sheds, fences or other outbuildings or structures of any kind shall be erected by any Unit Owner. No activity shall be allowed which interferes unduly with the peaceful possession and proper use of the Project by the Unit Owners, nor shall any fire hazard or unsightly accumulation of refuse be allowed. No lights shall be emitted which are unreasonably bright or cause unreasonable glare; no sound shall be emitted which is unreasonably loud or annoying; and no odor shall be emitted which is nauseous or offensive to others. No livestock, animals, poultry or fowl shall be kept in any Unit other than domestic dogs, cats and domesticated birds, provided that no such dog, cat or bird which is or becomes an annoyance or nuisance to other Occupants of the Project shall thereafter be kept in any Unit. In the event Rules and Regulations relating to the Use Restrictions are adopted by 300HOA related to pets, the more stringent restriction on such use shall control.

Section 14.7 Restriction on Signs. No signs, billboards, posterboards, or advertising structure of any kind shall be displayed, erected, or maintained for any purpose whatsoever except such signs as have been approved by the Declarant during the Period of Declarant Control and, thereafter, 300HOA. Any signs which are permitted under the foregoing restrictions shall be erected or maintained on the Project only with the prior written approval of the Declarant during the Period of Declarant Control, and thereafter 300HOA, which approval shall be given only if such signs are approved by the 300HOA**.**

Section 14.8 Restrictions on Use of Parking and Storage Areas. No parking shall be permitted at any location on the Property unless specifically designated and assigned for parking by Declarant during the Period of Declarant Control and thereafter, 300HOA. All parking spaces

shall be used for parking operable vehicles only. No boat, trailer, recreational vehicle, camper or commercial vehicle (other than vehicles used in conjunction with the operation of the hotel) shall be parked or left within the Project underground parking garage. The 300HOA reserves to itself the right to designate, assign and reserve the parking areas of the Project, both above grade and below grade, for use by all of the Owners, tenants and invitees of the Hotel Unit or Residential Units, other than those parking spaces specifically assigned as Limited Common Area appurtenant to specific Units. No storage is permitted outside of Units except in specifically designated storage areas. No Owner may use any parking or storage space assigned to another. No Owner may use any parking space for storage or use any parking or storage space in any manner that obstructs or interferes with any other Owner's parking or storage rights or that constitutes a safety hazard. Without limiting the generality of the powers of 300HOA with respect to parking or storage, 300HOA is specifically authorized, but not obligated, to remove any vehicle parked in any area not designated for parking, or any vehicle parked in any space that is assigned to another person or reserved for a specific use, or any vehicle parked in an obstructing or hazardous manner, or any improperly stored or hazardous materials, in all cases at the expense of the Owner or Occupant that owns such vehicle or materials. Expenses incurred by 300HOA in connection with such removal (and storage, if necessary) shall be a personal obligation of such Owner and, if the Owner fails to pay such amount within seven (7) days after notice to the Owner of the amount owed, then the failure to pay shall be a default by the Owner and such expenses shall automatically become a default Assessment determined and levied against such Unit enforceable by 300HOA as provided in this Declaration.

ARTICLE 15.
EASEMENTS

Section 15.1 Easement of Enjoyment. Every Unit Owner shall have a non-exclusive easement for the use and enjoyment of the Common Elements, which shall be appurtenant to and shall pass with the title to every Unit, subject to the easements set forth in this Article 15 and the easements and restrictions set forth in Article 7 entitled "Unit Owners' Property Rights in Common Elements".

Section 15.2 Delegation of Use. Any Unit Owner may delegate, in accordance with the Project Documents, the Unit Owner's right of enjoyment in the Common Elements to an Occupant of the Unit Owner's Unit.

Section 15.3 Recorded Easements. The Property shall be subject to any easements shown on any recorded plat affecting the Property, shown on the recorded Plat or reserved or granted under this Declaration, including but not limited to the Sewer Line easement recorded as Instrument # 717001 and the Cross-Easement Agreement recorded as Instrument # 716692 in the records of Blaine County, Idaho.

Section 15.4 Easements for Encroachments. The Project, and all portions of it, is subject to easements hereby created for encroachments between Units and the Common Elements as follows:

(a) in favor of all Unit Owners, so that they shall have no legal liability when any part of the Common Elements encroaches upon a Unit;

(b) in favor of each Unit Owner, so that the Unit Owner shall have no legal liability when any part of his Unit encroaches upon the Common Elements or upon another Unit; and

(c) in favor of all Unit Owners, 300HOA, and the Unit Owner of any encroaching Unit for the maintenance and repair of such encroachments.

Encroachments referred to in this Section 15.4 include, but are not limited to, encroachments caused by error or variance from the original plans in the construction of the Improvements or any Unit constructed on the Property, by error in the Plat, by settling, rising, or shifting of the earth, or by changes in position caused by repair or reconstruction of any part of the Project. Such encroachments shall not be considered to be encumbrances upon any part of the Project; provided, however, that encroachments created by the intentional act of a Unit Owner shall not be deemed to create an easement on the Property and shall be considered an encroachment upon the Project. Such encroachment shall be removed at Unit Owner's expense immediately upon notice from 300HOA. In the event such encroachment is not timely removed, the 300HOA may effect removal of the encroachment and the expense thereof shall be a default Assessment to the Unit Owner.

Section 15.5 Easements over Hotel Unit and Hotel Limited Common Elements. In addition to the easements set forth in Section 15.6, all Unit Owners shall have a nonexclusive easement over, through and across the ground floor Hotel Unit Lobby Area for ingress and egress to Common Elements, including but not limited to, restrooms, elevators, stairs, service/loading docks, garbage receptacles, parking areas and ski and recreational storage locker room. All Unit Owners shall have a non-exclusive easement for ingress and egress over through and across the following Hotel Limited Common Elements: porte-cochere and exterior terrace areas on the ground level, subject to reasonable rules and restrictions related to the operations of the hotel.

Section 15.6 Hotel Pools, Spa, Fitness Center and Observatory. Each Residential Unit Owner and their respective Occupants have a non-exclusive right to use the Hotel pools, spa and fitness center and the Hotel operated Observatory, for their intended uses, but (a) subject to rules and restrictions as determined and imposed by Hotel Unit Owner from time to time, and subject to periodic closure or restricted use for special events and activities as determined by Hotel Unit Owner or its hotel management company, in Hotel Unit Owner's or management company's sole discretion, (b) subject to costs payable by the Residential Unit Owners to Hotel Unit Owner for the use, maintenance, repair, replacement and operation as may be incorporated into and/or payable with Assessments of the Residential Unit Owners as a Common Expenses; and (c) notwithstanding

anything to the contrary herein, without the prior approval of Hotel Unit Owner, the right to use such pool, and fitness center shall be limited to the Residential Unit Owners while in residence and Occupants of Residential Unit Owners who are occupying a Residential Unit while the Residential Unit Owner is in residence or occupying a Residential Unit as a Rental Guest, which prior approval may be granted in the sole discretion of Hotel Unit Owner and may, in accordance with Section 13.5, be subject to separate use fees, which may include, but are not limited to, an Access Fee payable by unaccompanied guests of Residential Owners and an Access Fee payable be a Rental Guest of a Residential Unit Owner, as such fees may be determined by Hotel Unit Owner from time to time.

Section 15.7 Utility Easements. There is hereby created a general easement upon, across, over, in, and under all of the Property in favor of the 300HOA and utility providers for ingress and egress and for installation, replacement, repair, and maintenance of all utilities, including but not limited to water, sewer, gas, telephone, electricity, and a cable communication system. By virtue of this easement, it shall be expressly permissible and proper for the companies providing such utilities to erect and maintain the necessary equipment on the Property and to affix and maintain electrical, communications, and telephone wires, circuits, and conduits under the Property. Any utility company using this general easement shall use its best efforts to install and maintain the utilities provided without disturbing the uses of other utilities, the Unit Owners, the 300HOA, and Declarant; shall complete its installation and maintenance activities as promptly as reasonably possible; and shall restore the surface to its original condition as soon as possible after completion of its work. Should any utility company furnishing a service covered by this general easement request a specific easement by separate recordable document, Declarant during the Period of Declarant Control and, thereafter, the 300HOA, shall have the right and authority to grant such easement upon, across, over, or under any part or all of the Property without conflicting with the terms hereof. The easements provided for in this Section 15.7 shall in no way affect, avoid, extinguish, or modify any other recorded easement on the Property.

Section 15.8 Emergency Access 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 upon the Property in the proper performance of their duties.

Section 15.9 Maintenance Easement. An easement is hereby granted to the 300HOA and any Managing Agent and their respective officers, agents, employees and assigns upon, across, over, in, and under the Common Elements and a right to make such use of the Common Elements as may be necessary or appropriate to perform the duties and functions which they are obligated or permitted to perform pursuant to this Declaration.

Section 15.10 Easements of Access for Repair, Maintenance, and Emergencies. Some of the Common Elements are or may be located within the Units or may be conveniently accessible only through the Units. The Unit Owners and the 300HOA shall have the irrevocable right, to be exercised by the 300HOA as the Unit Owners' agent, to have access to each Unit and to all Common Elements from time to time during such reasonable hours as may be necessary for the

maintenance, repair, removal, or replacement of any of the Common Elements therein or accessible therefrom or for making emergency repairs therein necessary to prevent damage to the Common Elements or to any Unit. Unless caused by the negligent or willful act or omission of a Unit Owner or Occupant, damage to the interior of any part of a Unit resulting from the maintenance, repair, emergency repair, removal, or replacement of any of the Common Elements or as a result of emergency repair within another Unit at the instance of the 300HOA or of the Unit Owners shall be a Common Expense.

Section 15.11 Easement for Providing Services. Hotel Unit Owner has an easement over the Common Elements to provide the services described in ARTICLE 13 and to exercise any other rights granted hereunder and perform any obligations hereunder that require access over or use of the Common Elements.

Section 15.12 Easements in Favor of the General Public. The public shall have a non-exclusive right to access the Observatory Terrace Deck, the Observatory Room, and the Trail Creek lookout (located in the Riparian Zone) through the Common Area and Hotel Limited Common Area, subject to the following conditions:

(a) Observatory Terrace Deck and Room. Public access to the Observatory Terrace Deck and Observatory Room shall be managed via a reservation system administered by the Hotel Unit Owner or its designated management company.

1. Entry and Check-in: Members of the public with a valid reservation shall enter through the Hotel's primary entry doors on River Street and check in with reception desk personnel.
2. Waiver Requirement: Access is contingent upon the execution of a liability waiver by each visitor.
3. Escort Protocol: Following check-in and waiver execution, visitors shall be accompanied by a designated hotel employee through the interior public and guest areas on the Lobby level to hotel elevator No. 2, and then to the Observatory foyer.
4. Events: The Hotel Unit may offer annual astronomy programmed events, which shall also be accessed via the Hotel's Observatory reservation system.

(b) Trail Creek Lookout. Public access to the Trail Creek lookout within the Riparian Zone (situated on property owned by Harriman Ketchum Hotel, LLC, or its successors or assigns) shall be provided as follows:

1. Pedestrian Route: Access shall be via the stairwell on the south side of the Hotel's west wing, which connects the sidewalk on the east side of Highway 75 to the Hotel exterior Level P1 Exterior Terrace.
2. Hours of Access: Access is permitted during daylight hours, or during specific hours established by the Hotel Owner or its management company to

maintain safe and controlled access and ensure compliance with necessary insurance liability coverage requirements.

This Section 15.12 may not be deleted or amended without the written consent of the City of Ketchum.

Section 15.13 Easements Deemed Created. All conveyances of Units hereafter made, whether by Declarant or otherwise, shall be construed to grant and reserve the easements contained in this Article 15, even though no specific reference to such easements or to this Article 15 appears in the instrument for such conveyance.

ARTICLE 16.
SPECIAL DECLARANT RIGHTS AND ADDITIONAL RESERVED RIGHTS

Section 16.1 Special Declarant Rights. Declarant hereby reserves the right, from time to time, to perform the acts and exercise the rights hereinafter specified (the "**Special Declarant Rights**"). Declarant's Special Declarant Rights include the following:

(a) *Completion of Improvements*. The right to complete improvements indicated on the Plat filed with this Declaration and/or the right to complete construction of the Project as Declarant determines in its sole discretion.

(b) *Sales Management and Marketing*. The right to locate, relocate and maintain sales offices, management offices, signs advertising the Project, and models within any Unit or Units owned by Declarant and in the Common Elements. Declarant and its designated marketing agent shall have the right to show Units and the Common Elements to prospective purchasers and to arrange for the use of any recreational facilities within the Common Elements by prospective purchasers.

(c) *Construction Easements*. The right to create and use easements through the Common Elements for the purpose of making improvements within the Project. Declarant expressly reserves the right to perform warranty work, and repairs and construction work and to store materials in secure areas, in Units and in Common Elements, and the future right to control such work and repairs, and the right of access thereto, until its completion. Declarant may perform all work without the consent or approval of any Unit Owner or First Mortgagee or holder of a Security Interest. Declarant has such an easement through the Common Elements as may be reasonably necessary for the purpose of discharging Declarant's obligations and exercising Declarant's reserved rights in this Declaration. Such easement includes the right to construct underground utility lines, pipes, wires, ducts, conduits, and other facilities across the Property for the purpose of furnishing utility and other services to buildings and improvements to be constructed on any of the Property. Declarant's reserved construction easement includes the right to grant easements to public utility companies and to convey improvements within those easements anywhere in the Common Elements not occupied by an Improvement containing Units.

(d) *Control of* 300HOA *and Board of Directors*. Subject to Section 8.6 and 8.7, the right to appoint or remove any officer of 300HOA or any member of the Board of Directors.

(e) *Amendment of Declaration*. The right to amend this Declaration in connection with the exercise of any Development Rights.

(f) *Amendment of Plat*. The right to amend the Plat and any Development Agreement between Declarant and the City of Ketchum in connection with the exercise of any Development Rights.

(g) *Signs*. The right to maintain signs on the Common Elements advertising the Project.

(h) *Post-Sales*. The right to use the Common Elements to maintain customer relations and provide post-sale services to Unit Owners.

(i) *Parking/Storage*. The right to use and to allow others to use all parking and storage areas, except Limited Common Elements appurtenant to sold Units, in connection with its marketing efforts or for special events or other parking purposes.

(j) *Disputes With 300HOA*. The right to require that all disputes with 300HOA, including but not limited to those arising out of or relating to the purchase and sale of the Units, the construction or management of the Units or Common Elements, or the interpretation of this Declaration, be mediated by the American Arbitration Association under its Commercial Mediation Rules. Thereafter, Declarant shall have the right to require that any unresolved dispute or controversy or claim, including but not limited to the aforementioned, be settled by arbitration administered by the American Arbitration Association in accordance with its Commercial Arbitration Rules, and judgment upon the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof.

(k) *Payment of Common Expenses*. The right, but not the obligation, to pay all or part of budgeted Common Expenses in lieu of 300HOA levying Assessments for the same for any period of time.

Section 16.2 Additional Reserved Rights. In addition to the Special Declarant Rights set forth in Section 16.1 above, Declarant also reserves the following additional rights (the "**Additional Reserved Rights**"):

(a) *Dedications*. The right to establish, from time to time, by dedication or otherwise, utility and other easements for purposes including but not limited to streets, paths, walkways, drainage, recreation areas, parking areas, driveways, ducts, shafts, flues, conduit installation areas, and to create other reservations, exceptions and exclusions for the benefit of and to serve the Unit Owners within the Project.

(b) *Use Agreements*. The right to enter into, establish, execute, amend, and otherwise deal with contracts and agreements for the use, lease, repair, maintenance or regulation of parking and/or recreational facilities, which may or may not be a part of the Project for the benefit of the Unit Owners and/or 300HOA.

(c) *Easement Rights*. The rights to an easement through the Common Elements as may be reasonably necessary for the purpose of discharging Declarant's obligations arising under this Declaration or the Act.

(d) *Unit Rentals*. Hotel Unit Owner shall have the right to enact reasonable rules relating to the rental of Residential Units.

(e) *Other Rights*. The right to exercise any Additional Reserved Right created by any other provision of this Declaration.

Section 16.3 Limitations on Special Declarant Rights and Additional Reserved Rights. Unless sooner terminated by an amendment to this Declaration executed by the Declarant, any Special Declarant Right or Additional Reserved Rights may be exercised by the Declarant so long as the Declarant (a) is obligated under any warranty or obligation; or (b) owns ten percent (10%) of the total number of Residential Units; provided, however, all Special Declarant Rights and Additional Reserved Rights shall terminate three (3) years after the termination of the Period of Declarant Control. Earlier termination of certain rights may occur pursuant to requirements of the Act.

Section 16.4 Interference with Special Declarant Rights. Neither 300HOA nor any Unit Owners may take any action or adopt any rule and/or regulation that will interfere with or diminish any Special Declarant Rights or Additional Reserved Rights without the prior written consent of the Declarant.

Section 16.5 Rights Transferable. Any Special Declarant Rights or Additional Reserved Right created or reserved under this Article 16 for the benefit of Declarant may be transferred to any person by an instrument describing the rights transferred and recorded in the Records. Such instrument shall be executed by the transferor Declarant and the transferee.

Section 16.6 Owner Waivers, Releases and Assumption of Risk Rights Transferable. Each Owner by accepting a deed to a Unit thereby does agree to assume all responsibility for and all inherent risk of damage or injury that may occur while owning or occupying a Unit or the Common Area, including but not limited to the following:

(a) Damage to land and other real property that is not part of a Unit, or that was not included in the purchase price for the Unit;

(b) Damage to spas and other recreational equipment or facilities driveways, boundary and retaining walls not necessary to the structural integrity of the Unit, fences,

landscaping, sprinkler systems, exterior terraces, decks, stoops, steps and porches, or any other appurtenant structure or attachment to a Unit not part of the Unit;

(c) Damage or loss which arises while the Unit is being used for non-residential purposes;

(d) Damage or loss which arises out of the use of the lobby fireplace or exterior firepits;

(e) Any condition which does not result in actual physical damage to the Unit;

(f) Damage to Unit as a result of modifications or improvements to Units. Unit Owner shall restore the Unit to industry standard codes or to the level of construction, whichever is greater.

(g) Any loss or damage that is caused or made worse by any of the following causes, whether acting alone or in concert or in sequence or concurrence with any other cause or causes whatsoever:

(i) Negligence, improper maintenance, defective material or work supplied by, or improper operation by, anyone other than the Declarant or its contractors, including failure to comply with the warranty requirements of manufacturers of appliances, equipment or fixtures;

(ii) Failure to give prompt and proper notice to any insurer, including to any Home Buyer's Warranty insurer;

(iii) Riot or civil commotion, war, vandalism, hurricane, tornado, fire, explosion, blasting, smoke, water, groundwater, flood, earthquake, hail snow, ice storm, lighting, falling trees or other objects, aircraft, vehicles, mudslide, avalanche, or volcanic eruption;

(iv) Abuse or use of a Unit, or any part thereof, beyond the reasonable capacity of such Unit for such use;

(v) Microorganisms, fungus, decay, wet rot, dry rot, mold, mildew, vermin, insects, rodents, wild or domestic animals, plants, corrosion, rust, radon, radiation, asbestos, any solid, liquid or gaseous pollutant, contaminant, toxin, irritant, or carcinogenic substance, and electromagnetic field or emission;

(vi) Failure to minimize or mitigate any defect, condition, loss or damage as soon as practicable.

(h) Any damage known prior to acquiring the Unit~~;~~.

(i) Loss caused, in whole or in part, by any peril or occurrence for which compensation is provided by private insurance, or state or federal funds~~;~~.

(j) Diminished market value of the Unit~~;~~.

(k) Any and all consequential loss or damage, including without limitation, any damage to property not covered by insurance, any damage to property not owned by the Owner, any bodily damage or personal injury of any kind, including physical or mental pain and suffering and emotional distress, and any medical or hospital expenses, or lost profits.

Each Owner further (i) releases Declarant and its members, employees, agents and representatives from any claim, loss, liability or cause of action in connection with the risks hereby assumed, (ii) waives and agrees not to sue, make any claim against, maintain an action against or recover from Declarant, its members, employees, agents, or representatives for damages sustained as a result of the risks hereby assumed, and (iii) to indemnify and hold harmless, Declarant and its members, employees, agents or representatives from all claims, judgments, costs, including attorneys' fees, incurred in connection with any action brought as a result of the risks hereby assumed.

ARTICLE 17.
INSURANCE

Section 17.1 Coverage. Commencing not later than the first conveyance of a Unit to a purchaser and to the extent reasonably available, 300HOA shall obtain and maintain insurance coverage as set forth in this Article. If such insurance is not reasonably available, and the Board of Directors determines that any insurance described herein will not be maintained, the Board of Directors shall promptly cause notice of that fact to be hand delivered or sent prepaid by United States mail to all Unit Owners and Eligible First Mortgagees at their respective last known addresses.

(a) *Property Insurance*. 300HOA shall maintain property insurance on the Project for broad form covered causes of loss in amount of insurance not less than the full insurable replacement cost of the insured property less applicable deductibles at the time insurance is purchased and at each renewal date, exclusive of land, excavations, foundations, and other items normally excluded from property insurance policies.

(b) *Liability Insurance*. 300HOA shall maintain commercial general liability insurance against claims and liabilities arising in connection with the ownership, existence, use, or management of the Project, insuring 300HOA. The Board of Directors, the Managing Agent, and their respective employees and agents. The minimum limits of insurance will be $1,000,000 per occurrence, subject to an annual policy aggregate of $2,000,000 unless otherwise determined by the Board. The Declarant shall be included as an additional insured in such Declarant's capacity as a Unit Owner. Unit Owners and Eligible First Mortgagees shall be included as

additional insureds but only for claims and liabilities arising in connection with the ownership, existence, use, of the Common Elements or membership in 300HOA.

(c) *Fidelity Bond*. 300HOA shall maintain a fidelity bond on all persons who control or disburse funds for or on the behalf of 300HOA. Coverage shall not be less in the aggregate than two months' current Assessments plus reserves, as calculated from the current budget of 300HOA. Any person employed as an independent contractor by 300HOA, including the Hotel Management Company must obtain and maintain fidelity bond in like amount for the benefit of 300HOA unless 300HOA names such person as an insured employee in the bond specified above.

(d) *Other Insurance*. The Board of Directors may also procure insurance against such additional risks of a type normally carried with respect to properties of comparable character and use that the Board of Directors deems reasonable and necessary in order to protect the Project, 300HOA and the Unit Owners, including but not limited to Community Association Professional (aka Directors and Officers Liability), Company Reimbursement (or Company Indemnification) and Fiduciary Liability policies.

(e) *Unit Owners' Policies*. Each Unit Owner may obtain additional insurance at his own cost for his own benefit so long as all such policies provide that the liability of the carriers issuing insurance to 30OHOA hereunder shall not be affected or diminished by reason of any such insurance carried by any Unit Owner.

Section 17.2 Required Provisions. All insurance policies carried pursuant to the requirements of this Article 17 must provide that:

(a) each Unit Owner and each Eligible First Mortgagee is an insured person under the policy with respect to liability arising out of such Unit Owner's interest in the Common Elements or membership in 300HOA;

(b) no act or omission by any Unit Owner or Eligible First Mortgagee, unless acting within the scope of such Unit Owner's authority on behalf of 300HOA, will void the policy or be a condition to recovery under the policy;

(c) if, at the time of a loss under the 300HOA policy, there is other insurance in the name of a Unit Owner covering the risks covered by the policy, the 300HOA's policy provides primary insurance until the limits are exhausted, the Unit Owner coverage will then be excess;

(d) any loss covered by the policies must be adjusted by the Insurance Carrier with 300HOA;

(e) the insurance proceeds for any loss shall be payable to an insurance trustee designated for that purpose, or otherwise to 300HOA and not to any holder of a Security Interest;

(f) the insurer, or authorized representative, shall issue certificates of insurance to 300HOA and, upon request, to any Unit Owner or holder of a Security Interest; and

(g) the insurer issuing the policy may not cancel or refuse to renew it until forty-five (45) days after notice of the proposed cancellation or non-renewal has been mailed to 300HOA and any Unit Owner(s) and holder(s) of Security Interests to whom a certificate of insurance has been issued at their respective last known addresses.

Section 17.3 Adjustment of Claims. 300HOA may adopt and establish written nondiscriminatory policies and procedures relating to the submission of claims, responsibility for deductibles, and any other matters of claim's adjustment that are required by the insurer. To the extent 300HOA settles a property insurance claim, it shall have the authority to assess negligent Unit Owners causing such loss or benefiting from such repair or restoration all deductibles paid by 300HOA. In the event more than one Unit is damaged by a loss, 300HOA, in its reasonable discretion, may assess each Unit Owner a pro rata share of any deductible paid by 300HOA.

Section 17.4 Copies of Policies. A copy of each insurance policy obtained by 300HOA shall be made available for inspection by any Unit Owner or Eligible First Mortgagee at reasonable times.

ARTICLE 18.
RESTORATION UPON DAMAGE OR DESTRUCTION

Section 18.1 Duty to Restore. Any portion of the Project, for which insurance is required under the Act or for which insurance carried by 300HOA is in effect, that is damaged or destroyed must be repaired or replaced promptly by 300HOA unless:

(a) the Project is terminated;

(b) repair or replacement would be illegal under a State of Idaho statute or City of Ketchum municipal ordinance governing health or safety;

(c) sixty-seven percent (67%) of the Voting Power, including every Owner of a Unit or assigned Limited Common Element that will not be rebuilt, vote not to rebuild all or a portion of the Common Elements; or

(d) prior to the conveyance of any Unit to a purchaser, the holder of a Security Interest on the damaged portion of the Project rightfully demands all or a substantial part of the insurance proceeds.

In the event the Project is not repaired or replaced as allowed by Subparagraphs (a), (b) and (c) above, then the Real Estate in the Project shall be sold and the proceeds distributed pursuant to the procedures provided for in the Act for termination of condominium projects.

Section 18.2 Cost. The cost of repair or replacement in excess of insurance proceeds and reserves is a Common Expense.

Section 18.3 Plans. The Property must be repaired and restored in accordance with either the original plans and specifications or other plans and specifications which have been approved by the Board of Directors and a Majority of Owners.

Section 18.4 Replacement of Less Than Entire Property. If a portion of the Common Elements are not repaired or replaced, the insurance proceeds attributable to the damaged Common Elements shall be used to restore the damaged area to a condition compatible with the remainder of the Project and, except to the extent that other persons will be distributees:

(a) the insurance proceeds attributable to a Unit and Limited Common Elements that are not rebuilt must be distributed to the Unit Owner of the Unit and the Unit Owner of the Unit to which the Limited Common Elements were allocated, or to holders of Security Interests, as their interests may appear;

(b) the remainder of the proceeds attributable to the Common Elements must be distributed to each Unit Owner or holders of Security Interests, as their interests may appear, in proportion to the Allocated Interests in the Common Elements of all the Units; and

(c) if the Unit Owners vote not to rebuild the Common Elements that contain a Unit, the Allocated Interests of such Unit are reallocated upon the vote as if the Unit had been condemned, 300HOA promptly shall prepare, execute and record an amendment to this Declaration reflecting the reallocations.

Section 18.5 Insurance Proceeds. The insurance trustee, or if there is no insurance trustee, then the Board of Directors, acting by the President, shall hold any insurance proceeds in trust for 300HOA, Unit Owners and holders of Security Interests as their interest may appear. Subject to the provisions of the Sections above, the proceeds shall be disbursed first for the repair or restoration of the damaged Property, and 300HOA, Unit Owners and holders of Security Interests are not entitled to receive payment of any portion of the proceeds unless there is a surplus of proceeds after the Property has been completely repaired or restored, or the Project is terminated, in which event the surplus proceeds will be distributed as provided in this Declaration.

Section 18.6 Certificates by the Board of Directors. The insurance trustee, if any, may rely on the following certifications in writing made by the Board of Directors:

(a) whether or not damaged or destroyed Property is to be repaired or restored; and

(b) the amount or amounts to be paid for repairs or restoration and the names and addresses of the parties to whom such amounts are to be paid.

Section 18.7 Certificates by Attorneys or Title Insurance Companies. If payments are to be made to Unit Owners or holders of Security Interests, the Board of Directors, and the insurance trustee, if any, shall obtain and may rely on a title insurance company or attorney's certificate of title or a title insurance policy based on a search of the Records from the date of recording of this Declaration stating the names of the Unit Owners and the holders of Security Interest.

ARTICLE 19.
CONDEMNATION

Section 19.1 Sale by Unanimous Consent. If an action for condemnation of all or a portion of the Project is proposed or threatened by any governmental agency having the right of eminent domain, then, on unanimous written consent of all of the Unit Owners and after written notice to all mortgagees, the development, or a portion of it, may be sold by the Board of Directors acting as irrevocable attorney-in-fact of all of the Unit Owners for a price deemed fair and equitable by the Board of Directors, but in no event less than the aggregate unpaid balance of all mortgages encumbering all Units in the development.

Section 19.2 Distribution of Proceeds of Sale. On a sale occurring under Section 19.1, the proceeds shall be distributed to the Unit Owner and the mortgagees of each Unit in proportion to each Unit's relative interest in the Project as determined by an appraisal commissioned by the Board of Directors.

Section 19.3 Distribution of Condemnation Award. If the Project, or a portion of it, is not sold but is instead taken, the judgment of condemnation shall by its terms apportion the award among the Unit Owners and their respective mortgagees.

ARTICLE 20.
MORTGAGEE PROTECTIONS

Section 20.1 Introduction. This Article 20 establishes certain standards and covenants which are for the benefit of First Mortgagees. This Article 20 is supplemental to, and not in substitution for, any other provisions of this Declaration, but in the case of any conflict, this Article shall control.

Section 20.2 Percentage of First Mortgagees. Unless specifically provided otherwise, wherever in this Declaration the approval or consent of a specified percentage of Eligible First Mortgagees is required, it shall mean the approval or consent of sixty-seven percent (67%) of Eligible First Mortgagees. Each Eligible First Mortgagee shall be entitled to one vote for each Security Interest held by such Eligible First Mortgagee.

Section 20.3 Notice of Actions. If requested in writing to do so, the 300HOA shall give prompt written notice of the following to each Eligible First Mortgagee making such request:

(a) any condemnation loss or any casualty loss which affects a material portion of the Common Elements or any Unit in which an interest is held by the Eligible First Mortgagee;

(b) any delinquency in the payment of Assessments which remains uncured for sixty (60) days by a Unit Owner whose Unit is encumbered by a Security Interest held by such Eligible First Mortgagee;

(c) any lapse, cancellation, or material modification of any insurance policy or fidelity bond maintained by 300HOA;

(d) any proposed action which would require the consent of Eligible First Mortgagees as set forth in this Article;

(e) any judgment rendered against 300HOA; and

(f) a copy of any financial statement of 300HOA.

Section 20.4 Consent Required. 300HOA may not take any of the following actions, except as such rights have been specifically reserved by Declarant under the provisions of this Declaration, without the consent of sixty-seven percent (67%) of the Eligible First Mortgagees:

(a) sale, conveyance or encumbrance of the Common Elements, separate from any Unit (provided, however, that the granting of easements for public utilities, or for other purposes provided for in this Declaration will not be deemed a transfer within the meaning of this clause);

(b) restoration or repair of the Project (after hazard damage or partial condemnation) in a manner other than that specified in this Declaration;

(c) termination of this Declaration for reasons other than substantial destruction or condemnation, subject to the approval percentages required for such termination;

(d) any action not to repair or to replace the Common Elements except as permitted in this Declaration.

Section 20.5 Notice of Objection. Unless an Eligible First Mortgagee provides the Secretary of 300HOA with written notice of its objection, if any, to any proposed amendment or action requiring the approval of Eligible First Mortgagees within thirty (30) days following the receipt of notice of such proposed amendment or action, the Eligible First Mortgagee will be deemed conclusively to have consented to or approved the proposed amendment or action.

Section 20.6 First Mortgagees' Rights.

(a) *Advances*. First Mortgagees, jointly or singly, may pay taxes or other charges which are in default and which may or have become a charge against any of the Common Elements or improvements thereon, and may pay overdue premiums on hazard insurance policies, or secure new hazard insurance coverage on the lapse of a policy, for the Common Elements. First Mortgagees making such payments shall be owed immediate reimbursement from 300HOA.

(b) *Cure Rights*. First Mortgagees shall be entitled to cure any delinquency of the Unit Owner encumbered by a First Mortgage in the payment of Assessments. In that event, the First Mortgagee shall be entitled to obtain a release from the lien imposed or perfected by reason of such delinquency.

Section 20.7 Limitations on First Mortgagee's Rights. No requirement for approval or consent by a First Mortgagee provided in this Article 20 shall operate to:

(a) deny or delegate control over the general administrative affairs of 300HOA by the Unit Owners or the Board of Directors;

(b) prevent 300HOA or Board of Directors from commencing, intervening and/or settling any legal proceeding; or

(c) prevent any insurance trustee or 300HOA from receiving and distributing any insurance proceeds in accordance with the requirements of Article 19 entitled "Restoration Upon Damage or Destruction".

Section 20.8 Special Declarant Rights. No provision or requirement of this Article 20 entitled "Mortgagee Protections" shall apply to any Special Declarant Rights reserved to Declarant in this Declaration.

ARTICLE 21.
DURATION OF COVENANTS; AMENDMENT AND TERMINATION

Section 21.1 Term. This Declaration and any amendments or supplements to it shall remain in effect from the date of recordation for a period of fifty (50) years. Thereafter, this Declaration shall be automatically extended for successive periods of ten (10) years each, unless otherwise terminated or modified as provided in this Article.

Section 21.2 Amendment of Declaration. Except to the extent that this Declaration and the Act expressly permit or require amendments that may be executed by the Declarant or by 300HOA, this Declaration (including the Plat) may be amended only by a vote or agreement of Unit Owners to which more than sixty seven percent (67%) of the votes in 300HOA are allocated. Notwithstanding the foregoing, no amendment may create or increase Special Declarant Rights,

increase the number of Units in the absence of a vote or agreement of the Unit Owners to which at least sixty seven percent (67%) of the votes of 300HOA, including sixty seven percent (67%) of the votes allocated to Units not owned by Declarant, are allocated, except to the extent otherwise permitted or required by this Declaration or the Act. Notwithstanding the foregoing, no amendment may change the uses to which any Unit is restricted in the absence of a vote or agreement of Unit Owners to which at least sixty seven percent (67%) of the votes of 300HOA are allocated, except to the extent otherwise permitted or required by this Declaration or the Act. Further, the provisions of Section 15.12 may not be deleted or amended without the written consent of the City of Ketchum.

Section 21.3 Execution of Amendments; Expenses. Any amendment shall be prepared, executed and recorded either by the Declarant or by an officer of 300HOA designated for that purpose or, in the absence of a designation, by the President of 300HOA. All expenses associated with preparing and recording an amendment to this Declaration shall be the sole responsibility of: (a) any Unit Owners desiring an amendment as provided for in this Declaration or the Act; (b) the Declarant, to the extent the right to amend this Declaration is reserved to the Declarant and exercised by the Declarant; or (c) in all other cases by 300HOA as a Common Expense.

Section 21.4 When Modifications Permitted. Notwithstanding the provisions of Section 21.2 above, no amendment or termination of this Declaration shall be effective in any event during the Period of Declarant Control, unless the written approval of Declarant is first obtained.

Section 21.5 Recording of Amendments. Any amendment to this Declaration made in accordance with this Article 21 shall be immediately effective upon the recording of the executed amendment in the Records together with a duly authenticated certificate of the Declarant or the Secretary of 300HOA stating that the required vote of Unit Owners, if any, and required consents of First Mortgagees (and/or Eligible First Mortgagee, as applicable) were obtained and are on file in the office of the 300HOA. The amendment must be indexed in the grantee's index in the name of the Project and 300HOA and in the grantor's index in the name of each person or entity executing the Amendment.

Section 21.6 Rights of Eligible First Mortgagees. To the extent allowed by the Act, Eligible First Mortgagees shall have the rights to approve specified action of the Unit Owners or 300HOA as a condition to the effectiveness of those actions as provided in Article 20 entitled "Mortgagee Protections".

Section 21.7 Termination of the Project. The Project may only be terminated as provided in the Act.

ARTICLE 22.
ALLEGED DEFECTS

Section 22.1 Intention. It is Declarant's intent that all Improvements of every type and kind which may be installed by Declarant as part of the Project, including the fixtures in the Units and Common Elements within the Project (collectively, the "**Declarant Improvements**") be of a quality that is consistent with construction and development practices for a condominium of this type. Nevertheless, due to the complex nature of construction and the subjectivity involved in evaluating such quality, disputes may arise as to whether a defect exists and Declarant's responsibility therefor. It is Declarant's intent to resolve all disputes and claims regarding "Alleged Defects" (as defined below) amicably, and without the necessity of time consuming and costly litigation. Accordingly, all Owners and the 300HOA, as well as the Board shall be bound by the claim resolution procedure set forth in this Article 20.

Section 22.2 Declarant's Right to Cure. If 300HOA, the Board, or any Owner or Owners (collectively, "Claimant") claim, contend, or allege that any portion of a Unit and/or any Declarant Improvements are defective or incomplete, or that Declarant or its agents, consultants, contractors or subcontractors were negligent in the planning, design, engineering, grading, construction or other development thereof (collectively, an "**Alleged Defect**"), Declarant hereby reserves the right to inspect, cure, repair and/or replace such Alleged Defect as set forth herein.

Section 22.3 Notice to Declarant. If a Claimant discovers an Alleged Defect, Claimant shall, within a reasonable time after discovery, notify Declarant, in writing, at: Harriman Ketchum Hotel, LLC P. O. Box 84, Sun Valley, Idaho 83353 or such other address at which Declarant maintains its principal place of business, of the specific nature of such Alleged Defect ("**Notice of Alleged Defect**").

Section 22.4 Right to Enter, Inspect, Cure and/or Replace. Immediately after the receipt by Declarant of a Notice of Alleged Defect or the independent discovery of an Alleged Defect by Declarant or any governmental agency, and for a reasonable time thereafter, as part of Declarant's reservation of rights, Declarant shall have the right, upon reasonable notice to Claimant and during normal business hours, to enter onto or into, as applicable, any Unit or the Common Elements, and/or any Declarant Improvements for the purposes of inspecting and, if deemed necessary by Declarant, curing, repairing and/or replacing the Alleged Defect. In conducting such inspection, cure, repairs and/or replacement, Declarant shall be entitled to take any actions as it shall deem reasonable and necessary under the circumstances.

Section 22.5 Claims. All Claims arising out of this Article 20 shall be submitted to binding Arbitration as provided in Section 22.8, below. No Claimant shall initiate any arbitration against Declarant alleging damages (a) for the costs of curing, repairing, or replacing any Alleged Defect, (b) for the diminution in value of any real or personal property resulting from such Alleged Defect or (c) for any consequential damages resulting from such Alleged Defect, unless and until Claimant has (i) delivered to Declarant a Notice of Alleged Defect and (ii) Declarant has, within 120

days after its receipt of the Notice of Alleged Defect, either (1) failed to cure, repair or replace the Alleged Defect or (2) if the Alleged Defect cannot reasonably be cured, repaired or replaced within such 120 day period, failed to commence such cure, repair or replacement of the Alleged Defect and, thereafter, failed to pursue diligently such cure, repair or replacement to completion. During any such period while Declarant is diligently pursuing to completion the cure, repair or replacement of the Alleged Defect, Claimant shall not stop, restrict, hinder, interrupt or otherwise interfere with any reasonable action or activity taken by Declarant, its employees, agents, or independent contractors, to inspect, cure, repair or replace the Alleged Defect, whether or not such action or activity is taken, or is proposed to be taken, on property owned by Claimant.

Section 22.6 No Additional Obligations; Irrevocability and Waiver of Rights. Nothing set forth in this Article 22 shall be construed to impose any obligation on Declarant to inspect, cure, repair or replace any item or Alleged Defect for which Declarant is not otherwise obligated to do under applicable law or any limited warranty provided by Declarant in connection with the sale of the Units and/or the Declarant Improvements constructed thereon, nor shall anything set forth in this Article 22 constitute an express or implied representation, warranty or guarantee by Declarant concerning any Declarant Improvements or the Project. The right of Declarant to enter, inspect, cure, repair and/or replace reserved hereby shall be irrevocable and may not be waived and/or terminated except by a writing, in recordable form, executed and recorded by Declarant in the Records.

Section 22.7 Statutory Remedies. The terms, conditions and procedures set forth in this Article 22 are in addition to the terms, conditions and procedures set forth in Idaho Code §§ 6-2501, et seq., and shall, to the maximum extent permitted by law, be exercised by any Claimant prior to instituting a claim and/or commencing an action under Idaho Code §§ 6-2501, et seq. for "*constructional defects*"; provided, however, the procedures set forth in this Article 22 shall not abrogate any of the requirements of Claimant under Idaho Code §§ 6-2501, et seq. Further, to the extent any provisions of this Article 22 are inconsistent with the provision of Idaho Code §§ 6-2501, et seq., the provisions of this Article 22 shall apply to the maximum extent permitted by law and shall extend all the time periods set forth in Idaho Code §§ 6-2501, et seq. until expiration of the 120 day period set forth in this Article 22. It is the express intent of Declarant to provide, by this Article 22, an initial 120 day period for Declarant to investigate and cure any constructional defects alleged by Claimant before the provisions of Idaho Code §§ 6-2501, et seq. are implemented and initiated by Claimant including, without limitation, the notice of claim, inspection, offer of settlement, and repair provisions of Idaho Code §§ 6-2501, et seq. Each Owner, by acceptance of a deed or otherwise acquiring title to any Unit agrees to be bound by all of the provisions of this Article 22.

Section 22.8 Arbitration. Unless otherwise agreed, the exclusive method of binding dispute resolution for claims made by a Claimant arising out of this Article 22 shall be arbitration administered by the American Arbitration Association in accordance with the Construction Industry Arbitration Rules in effect as of the date of this Declaration. A demand for arbitration shall be made by such Claimant in writing, delivered to Declarant and filed with the entity

administering the arbitration. No demand for arbitration shall be made until after the procedures set forth in 22.3 through 22.6 have been fully complied with and the timeframes set forth therein have expired. In no event shall a claim for arbitration be made after the date when the initiation of legal or equitable proceedings based on the claim are barred by the applicable statute of limitations or statute of repose. For purposes of statutes of limitation and statutes of repose, receipt of the written demand for arbitration by the entity administering the arbitration shall constitute the initiation of legal action or equitable proceedings based on the claim. This agreement to arbitrate shall be specifically enforceable in accordance with applicable law in any court of competent jurisdiction, and any award rendered by the arbitrator(s) shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof. In any such arbitration, the prevailing party shall, in addition to any other relief received, be entitled to an award of its reasonable attorneys' fees and costs arising from such claim.

Section 22.9 Additional Disclosures; Disclaimers and Releases.

WITHOUT LIMITING ANY OTHER PROVISION IN THIS DECLARATION, 300HOA AND, BY ACCEPTANCE OF A DEED OR ACQUIRING TITLE TO A UNIT, OR BY POSSESSION OR OCCUPANCY OF A UNIT, EACH OWNER FOR ITSELF AND FOR THE OWNER'S TENANTS, EMPLOYEES, FAMILY MEMBERS, GUESTS AND OTHER INVITEES, SHALL CONCLUSIVELY BE DEEMED TO UNDERSTAND, AND TO HAVE ACKNOWLEDGED AND AGREED TO, ALL OF THE FOLLOWING:

(a) Living in a multi-story building with hotel, commercial and residential components entail living in very close proximity to other persons and businesses, with attendant limitations on solitude and privacy. Walls, floors and ceilings have been designed to meet applicable building codes and the highest level of mixed-use construction. However, Owners may hear noise from adjacent Units within the Project, including, but not limited to, noise from showers, bathtubs, sinks, toilets or other sources of running water and/or plumbing fixtures. Also, Owners may hear noise from items such as spas, equipment in the recreation amenities located in the Hotel Unit, vacuum cleaners, stereos or televisions, or from people running, walking, exercising and socializing. Finally, Owners can expect to hear sound, music, noise, odors, vibrations, and other nuisances from the Hotel Unit and exterior open spaces or Common Areas in the normal course of hotel and banquet operations as well as from other residential, retail and commercial developments in the vicinity of the Project. Owners may also experience light entering the Units from commercial lighting in the vicinity and from City of Ketchum street lights located in close proximity to the windows and doors of the Units.

(b) 300HOA has no control over the transmission of noise, light or odors within the Project and/or from the adjacent residential, retail and commercial developments, and the potential effect of such noise, light or odors on Units within the Project.

(c) Each Owner acknowledges that (i) there are no protected views in the Project, and no Unit is assured the existence or unobstructed continuation of any particular view,

and (ii) any construction, landscaping or other installation of Improvements by the Declarant, other Owners or owners of other property in the vicinity of the Project may impair the view from any Unit, and each Owner consents to such view impairment.

(d) Certain portions of land (the "*Neighboring Developments*") outside, abutting and/or near the Project have not yet been developed or may be subject to redevelopment, and in the future may or will be developed by Declarant, or third parties over whom Declarant has no control. 300HOA has no jurisdiction over the future Neighboring Developments, and accordingly, there is no representation as to the nature, use or architecture of any future development or improvements on Neighboring Developments; and such use, development and/or construction on Neighboring Developments may result in noise, dust, or other "nuisance" to the Project or Owners.

(e) Residential and commercial construction is an industry inherently subject to variations and imperfections, and items which 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. Subsequent to the initial Conveyance of each Unit, each Owner hereby releases the Declarant from any and all claims arising from or relating to such expected minor flaws.

(f) The finished construction of each Unit, Common Elements and any Declarant or 300HOA Property, while within the standards of the industry in the City of Ketchum, Blaine County, Idaho, and while in substantial compliance with the plans and specifications, will be subject to variations and imperfections and expected minor flaws; and each Owner hereby releases the Declarant from any and all claims arising from or relating to such variations, imperfections and flaws.

(g) Indoor air quality of the Units may be affected in a manner and to a degree found in new construction within industry standards, including, without limitation, by particulates or volatiles emanating or evaporating from new carpeting or other building materials, fresh paint or other sealants or finishes, and similar products.

(h) Installation and maintenance of any security or traffic access device, operation, or method, shall not create any presumption or duty whatsoever of the Declarant or the 300HOA (or their respective officers, directors, managers, employees, agents, and/or contractors) with regard to security or protection of persons or property within or adjacent to the Project; and each Owner, by acceptance of a deed to a Unit, whether or not so stated in the deed, shall be deemed to have agreed to take any and all protective and security measures and precautions which such Owner would have taken if the Project had been located within public areas.

(i) The Units and other portions of the Project from time to time may, but need not necessarily, experience problems with bees, ants, spiders, termites, birds, and/or other insect, rodent or pest problems (collectively, "*pests*"); and Declarant hereby specifically disclaims any and all representations or warranties, express and implied, with regard to or pertaining to any pest, and each Owner must make its own independent determination regarding the existence or non-existence of any pest(s) which may be associated with the Unit or other portions of the Project.

(j) Even with a "*slip sheet*" underneath, certain hard surface flooring may still be subject to hairline cracks, and grout may crack and/or deteriorate, and furthermore, cracks in the walls may result from normal settlement and shifting around doors, windows, walls and ceilings; and each Owner shall be solely responsible for any such cracking or deterioration.

(k) "*Cutting-out*" (for example, but not limited to, for installation of speakers or "can" lights) or alteration of any portion of wall, ceiling, and/or floor by an Owner within a Unit is permitted only when such "cutting-out" is repaired, does not damage or adversely affect sound insulation, acoustics or transference of noise or other important features of the Unit and complies with the pertinent fire codes.

(l) Other matters, limitations, and restrictions, uniquely applicable to this Project, are set forth in this Declaration, and may be supplemented from time to time by the Rules and Regulations.

(m) Declarant has complied with all Unit maintenance and operation procedures and has performed upgrades, modifications, and/or repairs consistent with or above industry standards. Declarant reserves the right to buy back Units deemed to be defective at the market rate. Should an Owner allege that a Unit is defective, an inspection shall be performed by an independent third party and shall be paid for by the Unit Owner. Should the Unit be deemed defective, Declarant will reimburse Unit Owner 50% of the inspection cost.

Section 22.10 Releases. 300HOA AND, BY ACCEPTANCE OF A DEED OR OTHERWISE ACQUIRING TITLE TO A UNIT, EACH OWNER, FOR ITSELF AND ALL PERSONS CLAIMING UNDER SUCH OWNER, SHALL CONCLUSIVELY BE DEEMED TO HAVE ACKNOWLEDGED AND AGREED TO RELEASE THE DECLARANT AND ITS AFFILIATES, AND ALL OF THEIR RESPECTIVE OFFICERS, MANAGERS, AGENTS, EMPLOYEES, SUPPLIERS, AND CONTRACTORS, FROM ANY AND ALL CLAIMS, CAUSES OF ACTION, LOSS, DAMAGE OR LIABILITY (INCLUDING, BUT NOT LIMITED TO, ANY CLAIM FOR NUISANCE OR HEALTH HAZARD, PROPERTY DAMAGE, BODILY INJURY, AND/OR DEATH) ARISING FROM OR RELATED TO ALL AND/OR ANY ONE OR MORE OF THE CONDITIONS, ACTIVITIES, OCCURRENCES, OR OTHER MATTERS DESCRIBED IN THE FOREGOING ARTICLE 22.

ARTICLE 23.
MISCELLANEOUS

Section 23.1 Enforcement. Except as otherwise provided in this Declaration, enforcement of the covenants, conditions, restrictions, easements, reservations, rights-of-way, and other provisions contained in this Declaration and the other Project Documents shall be through any proceedings at law or in equity brought by any aggrieved Unit Owner, 300HOA, or Declarant against 300HOA or any Unit Owner. Such actions may seek remedy by injunction or restraint of a violation or attempted violation, or an action for damages, or any of them, without the necessity of making an election.

Section 23.2 Notices. All notices, demands, or other communications required or permitted to be given hereunder shall be in writing, and any and all such items shall be deemed to have been duly delivered upon personal delivery; upon actual receipt, in the case of notices forwarded by certified mail, return receipt requested, postage prepaid; as of 12:00 Noon on the immediately following business day after deposit with Federal Express or a similar overnight courier service; or as of the third business hour (a business hour being one of the hours from 8:00 a.m. to 5:00 p.m. on business days) after transmitting by telecopy.

Section 23.3 Nonwaiver. Failure by Declarant, 300HOA, or any Unit Owner or Eligible First Mortgagee to enforce any covenant, condition, restriction, easement, reservation, right-of-way, or other provision contained in the Project Documents shall in no way or event be deemed to be a waiver of the right to do so thereafter.

Section 23.4 Severability. The provisions of this Declaration shall be deemed to be independent and severable, and the invalidity of any one or more of the provisions of it by judgment or court order or decree shall in no way affect the validity or enforceability of any of the other provisions, which provisions shall remain in full force and effect. Any provision which would violate the rule against perpetuities and the rule prohibiting unlawful restraints on alienation shall be construed in a manner as to make this Declaration valid and enforceable.

Section 23.5 Number and Gender. Unless the context provides or requires to the contrary, the use of the singular herein shall include the plural, the use of the plural shall include the singular, and the use of any gender shall include all genders.

Section 23.6 Captions. The captions to the Articles and Sections and the Table of Contents at the beginning of this Declaration are inserted only as a matter of convenience and for reference, and are in no way to be construed to define, limit, or otherwise describe the scope of this Declaration or the intent of any provision of this Declaration.

Section 23.7 Conflicts in Legal Documents. In case of conflicts between the provisions in this Declaration and the Articles of Incorporation or the Bylaws, this Declaration shall control. In case of conflicts in the provisions in the Articles of Incorporation and the Bylaws, the Articles of Incorporation shall control.

Section 23.8 Exhibits. All the Exhibits attached to and described in this Declaration are incorporated in this Declaration by this reference.

Section 23.9 Choice of Law. This Declaration shall be construed and interpreted in accordance with the laws of the State of Idaho.

Section 23.10 Construction. This Declaration shall be construed and interpreted without the application of any rule of construction based on the Declarant as the drafter of this Declaration.

Section 23.11 Legal Counsel. This Declaration was prepared by attorneys representing only the Declarant.

THIS DECLARATION is made by HARRIMAN KETCHUM HOTEL, LLC, an Idaho limited liability company, as Declarant, and in witness thereof, has executed this Declaration on the ____ day of _____ 2026, to be effective upon recording.

Harriman Ketchum Hotel, LLC
An Idaho limited liability company

By: Waypoint, LLC an Idaho limited liability company
Its Manager

By: _____
Jack E. Bariteau, Manager

State of Idaho)
) ss.
County of Blaine)

On , before me, a Notary Public in and for said State, personally appeared Jack E. Bariteau, Jr., known or identified to me to be the Managing Member of Waypoint, LLC, an Idaho limited liability company, the Managing Member in Harriman Ketchum Hotel, LLC, an Idaho limited liability company, who subscribed said limited liability company name to the foregoing instrument, and acknowledged to me that such limited liability company executed the same in said limited liability company name.

_____
Notary Public for Idaho
Residing at _____
My Commission expires _____

EXHIBIT A
TO
DECLARATION

LEGAL DESCRIPTION

Lot 2, Block 83 of a Replat of Block 83 Original Town of Ketchum, according to the official plat thereof, recorded as Instrument

NO. 210798, records of Blaine County, Idaho.

EXHIBIT B
TO
DECLARATION

TABLE OF ALLOCATED INTERESTS

Unit Identification	Unit Classification	Unit Area (sq. feet)	Percentage Share of Common Elements	Percentage Share of Common Expenses Liability	Number of Votes
H	Hotel	###			17
300	Residence	2,818			1
310	Residence	1,499			1
315	Residence	1,869			1
325	Residence	2,574			1
330	Residence	1,866			1
340	Residence	1,530			1
350	Residence	3,468			1
400	Residence	2,641			1
410	Residence	1,620			1
420	Residence	2,119			1
440	Residence	3,489			1
450	Residence	2,998			1
	TOTAL	**28,491**	**100.00**	**100. 00**	**29**

EXHIBIT C
TO
DECLARATION

300HOA ARTICLES OF
INCORPORATION

EXHIBIT D
TO
DECLARATION

300HOA BYLAWS

EXHIBIT E
TO
DECLARATION

BASIC SERVICES

- Door man, bell-person and and receptionist.
- Concierge and valet services, required valet parking services for hotel room guests and other hotel visitors using the hotel facilities and paying for such service and including package delivery and holding.
- The right to access and use certain facilities and amenities of the Hotel (to be determined by Hotel Unit Owner in its sole discretion). Residence owners shall not be restricted for their personal use, residential unit renters renting through the hotel management company including the 6 lock-off rooms contained within 6 of the residential units.
- Other services as are otherwise required pursuant to the terms and conditions of the Project Documents or the Residential Rental Program. The Residential Rental Program shall be provided by Hotel Manager to Hotel Unit Owner for its approval prior to the recordation of the final CC & R's and Final Plat for the Property.

- Reception/Check-In:
  - Hotel's reception desk or at an area designated by Hotel Unit Owner and Hotel Manager.

- Charging Privileges:
  - For each Residential Unit Owner, creation of a folio in which to charge incidental expenditures; includes charging privileges at all restaurants and gift shops within the Hotel. Invoices to be charged monthly against a registered credit card of a Residential Unit Owner. A Residence Unit Owner benefits program to be established by the Hotel Unit Owner and coordinated and managed by the Hotel Manager to include hotel guest room reserving services and the booking and renting of guest hotel rooms. A credit account shall be established for each Residence Unit owner by the Hotel Manager

- PBX Communication Services
  - Central point of contact for incoming calls via the hotel system
  - One extension number and DID per Residential Unit if so elected
  - Voicemail on in-house extension for all hotel rooms, lock-off rooms and residences who elect to connect to the hotel system
  - Room to room and residence to residence direct dial service to include direct dial to General Manager by Residence Unit Owner if so elected.
  - Fiber optic service provided by Cox Communications

    - Landline phone service to front desk, amenity spaces including all food and beverage areas and spa

- Pest Control Services
    - Common area exterior pest control and fumigation. 300HOA managed service.

- Exterior Window Cleaning
    - On a standard, scheduled basis set annually exterior window and screen washing. Normally 3 times per year for the exterior in this environment. Screens not necessarily required in this climate or elevation. 300HOA managed service and billed as part of 300HOA dues. Interior window cleaning by residential unit owners when requested and in addition to HOA dues and to the hotel in its overall common area as its respective billed expense.

- Refuse Collection
    - Three times weekly disposal of trash from Residential Units when in occupancy by Resident Unit Owner or residence renter in Hotel Residence Program. 300HOA managed disposal service can be provided and billed by 300HOA to Resident Unit Owner.

- Utilities
    - Electrical service is individually metered to each Residence Unit. Natural gas service is provided to the Property including all residences by Intermountain Gas and billed pro rata as part of monthly HOA dues or separately billed to Residence Unit Owner by 300HOA. Water and sewer service is billed to the Property and included as an HOA monthly dues charge.

- Fiber Optic Internet Service
    - Same channels provided as those provided to Hotel Guest Rooms (specifically excluding On Command Video or similar services). Fiber optic supplied to the Property by Cox Communications. Monthly fiber optic service charge to Resident Unit Owners of $175 billed by 300HOA or the Hotel Manager

- Access to Hotel pool, spa and fitness center -- subject to Rules and Regulations established by the Hotel Unit Owner and Hotel manager.

- Exterior Landscaping/Lighting
    - For common area landscaping: grass cutting; trimming and pruning of trees/shrubs; fertilization; weeding; irrigation; replacement of all plant material as needed. Managed and billed by 300HOA as part of monthly Resident Unit HOA dues. Lighting fixture replacement as needed.

- Residence Parking and Valet Service Parking

Each Residence Unit is provided with two (2) assigned and designated parking spaces in the underground garage managed by the Hotel Unit Manager. A Residence Unit Owner may self-park in one assigned limited common area and designated parking space. The second parking space per residence will be provided in a two car parking stacker unit and valet parking will be provided per Residence Unit that will be parked by the Valet Parking Service for days in-residence. All other valet parking will be provided as an A la Carte Service, as indicated below.

- Central Mechanical Plant, elevators, and all exterior and interior common area maintenance shall be managed by the Hotel Unit Manager and where applicable by 300HOA.

- Life & Fire Safety Systems: All Property installed by the Hotel Unit Owner during the construction process and shall be delivered fully operational and under specific warranties of varying lengths and coverage. The fire sprinkler system as designed and installed by Hotel Unit Owner's general contractor and applicable subcontractor shall be fully tested, inspected and certified by the City of Ketchum Fire Marshall prior to the Property's opening for business and occupancy. Elevator maintenance, normal servicing and State of Idaho inspections required annually. A Fire Command Control Center is located on the ground floor of the Building and the Property meets all fire/life safety requirements of the State of Idaho and the Fire Marshall of the City of Ketchum.

- Security
  - 24-hour security on duty in common areas and at all points of ingress and egress per International Building Code and City of Ketchum approved requirements

City of Ketchum

ATTACHMENT 2:

Preliminary Plat and Topography Diagram

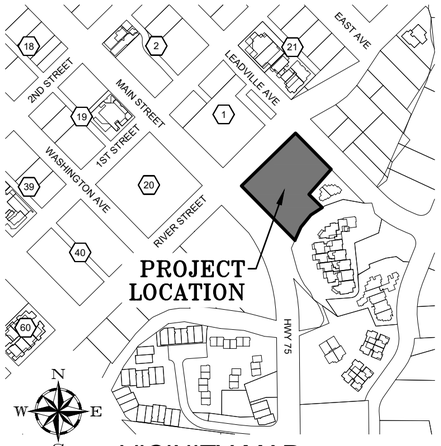
A PRELIMINARY PLAT SHOWING

300 RIVER STREET EAST CONDOMINIUMS

WHEREIN LOT 2, REPLAT OF BLOCK 83, ORIGINAL TOWN OF KETCHUM, IS REPLATTED INTO CONDOMINIUM UNITS.

LOCATED WITHIN T.4N., R.18E., SECTION 18, B.M., CITY OF KETCHUM, BLAINE COUNTY, IDAHO

APRIL 2026



VICINITY MAP

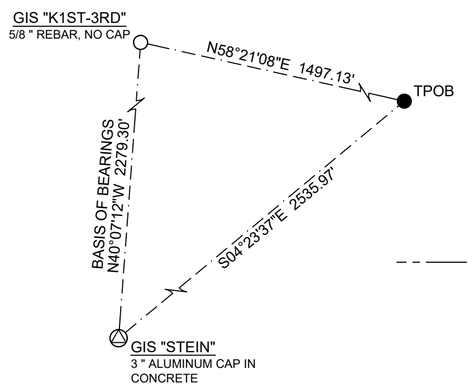
N.T.S.

Line Table		
Line #	Direction	Length
L1	N 18°45'02" E	14.68'
L2	N 40°53'45" E	19.20'
L3	N 08°40'23" E	8.27'
L4	N 21°31'00" E	15.85'
L5	N 53°08'31" E	13.77'
L6	N 46°05'32" E	10.36'

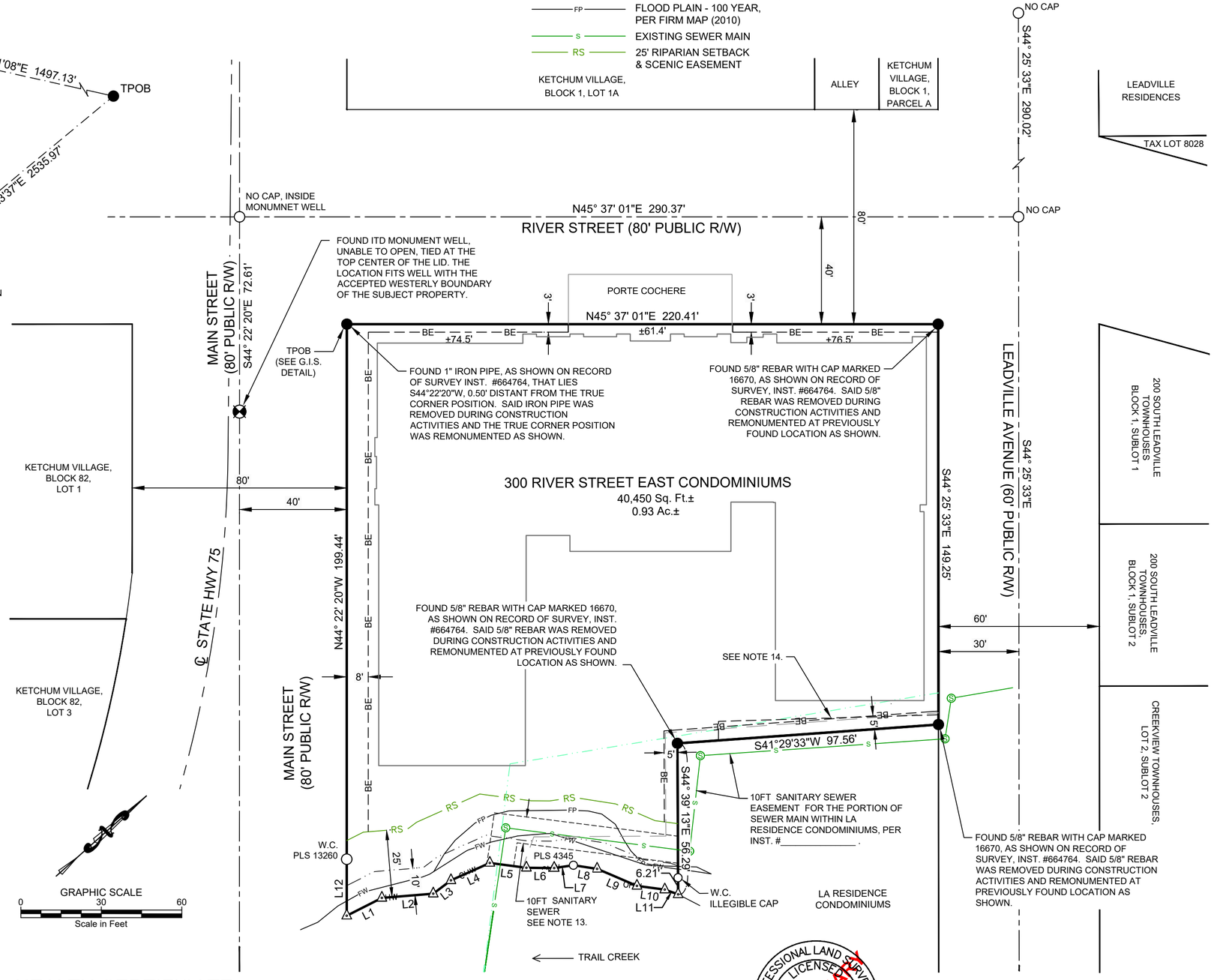
Line Table		
Line #	Direction	Length
L7	N 37°16'10" E	7.23'
L8	N 54°23'16" E	8.95'
L9	N 68°58'37" E	11.06'
L10	N 53°10'40" E	10.47'
L11	N 65°15'48" E	5.29'
L12	N 44°22'20" W	21.07'

LEGEND

- FOUND ITD MONUMENT WELL
- FOUND ALUMINUM CAP, AS NOTED
- FOUND 5/8" REBAR, AS NOTED
- FOUND 1/2" REBAR, AS NOTED
- 5/8" REBAR TO BE SET, PLS 20893
- CALCULATED POINT, NOTHING FOUND OR SET
- EXISTING SEWER MANHOLE
- PROPERTY LINE
- ADJOINER'S LOT LINE
- CENTERLINE
- OHW — ORDINARY HIGH WATER
- FW — FLOOD WAY, PER FIRM MAP (2010)
- FP — FLOOD PLAIN - 100 YEAR, PER FIRM MAP (2010)
- S — EXISTING SEWER MAIN
- RS — 25' RIPARIAN SETBACK & SCENIC EASEMENT
- BE — PROPOSED BUILDING ENVELOPE
- 10FT FISHERMANS EASEMENT AND FISH AND NATURE STUDY EASEMENT PER CITY OF KETCHUM CODE 16.04.040j AND ORIGINAL REPLAT OF KETCHUM BLOCK 83.
- CENTERLINE OF 15FT SEWER EASEMENT PER INST. NO. 130090 (TO BE VACATED BY SEPARATE INSTRUMENT.
- CENTERLINE OF 15FT SEWER EASEMENT PER REPLAT OF BLOCK 83, INST. NO. 210798 (TO BE VACATED PER NOTE 13.)
- BUILDING FOOTPRINT - MAIN LEVEL



G.I.S. DETAIL



SURVEY NARRATIVE & NOTES

1. THE PURPOSE OF THIS PLAT IS TO SHOW THE MONUMENTS FOUND AND SET DURING THE BOUNDARY RETRACEMENT OF LOT 2, BLOCK 83, KETCHUM TOWNSITE AND TO CONDOMINIUMIZE SAID PROPERTY AS SHOWN HEREON. THE BOUNDARY INFORMATION SHOWN IS BASED ON FOUND CENTERLINE AND LOT CORNER MONUMENTS. ALL FOUND MONUMENTS HAVE BEEN ACCEPTED. THE ORDINARY HIGH WATER OF TRAIL CREEK HAS BEEN ACCEPTED AS THE SOUTHERLY BOUNDARY IN AGREEMENT WITH RECORD OF SURVEY, INSTRUMENT NO. 664764.
2. DOCUMENTS USED IN THE COURSE OF THIS SURVEY INCLUDE:
   A. THE OFFICIAL MAP OF THE VILLAGE OF KETCHUM, INSTRUMENT NO. 302967.
   B. THE REPLAT OF KETCHUM TOWNSITE, BLOCK 83, INSTRUMENT NO. 210798.
   C. A RECORD OF SURVEY SHOWING LOT 2, BLOCK 83, KETCHUM TOWNSITE, INSTRUMENT NO. 664764.
   D. RECORD OF SURVEY FOR IDAHO TRANSPORTATION DEPARTMENT, INSTRUMENT NO. 693006.

   ALL RECORDS OF BLAINE COUNTY IDAHO
3. THE DISTANCES SHOWN ARE MEASURED. REFER TO THE ABOVE REFERENCED SURVEY FOR PREVIOUS RECORD DATA.
4. VERTICAL DATUM IS NAVD 1988.
5. UNLESS SHOWN HEREON, THIS SURVEY DOES NOT PURPORT TO REFLECT ANY OF THE FOLLOWING WHICH MAY BE APPLICABLE TO SUBJECT REAL PROPERTY: NATURAL HAZARDS, WETLANDS, EASEMENTS, BUILDING SETBACKS, RESTRICTIVE COVENANTS, SUBDIVISION RESTRICTIONS, ZONING OR ANY OTHER LAND-USE REGULATIONS.
6. A TITLE COMMITMENT HAS BEEN ISSUED BY STEWART TITLE GUARANTY COMPANY, FILE NO. 2325094, WITH A DATE OF GUARANTEE OF OCTOBER 22, 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. ALL PLOTTABLE ENCUMBRANCES AND EASEMENTS LISTED IN THE TITLE REPORT ARE SHOWN HEREON. REVIEW OF SPECIFIC DOCUMENTS IS REQUIRED, IF FURTHER INFORMATION IS DESIRED.
7. PROPERTY SHOWN HEREON IS SUBJECT TO TERMS, PROVISIONS, COVENANTS, CONDITIONS, RESTRICTIONS, EASEMENTS, CHARGES, ASSESSMENTS AND LIENS PROVIDED BY APPLICABLE CONDOMINIUM LAW OR THE CONDOMINIUM DECLARATION RECORDED AS INSTRUMENT NO. _____ , RECORDS OF BLAINE COUNTY, IDAHO. CONSULT THE CONDOMINIUM DECLARATIONS FOR THE DEFINITION OF COMMON AND LIMITED COMMON AREA.
8. THIS PLAT IS SUBJECT TO AN AMENDED RIGHT-OF-WAY ENCROACHMENT AGREEMENT, RECORDED AS INSTRUMENT NO. _____, RECORDS OF BLAINE COUNTY, IDAHO.
9. THIS PLAT IS SUBJECT TO THE AMENDED AND RESTATED DEVELOPMENT AGREEMENT RECORDED AS INSTRUMENT NO. 630816 AND CORRECTED AS INSTRUMENT NO. 635897 AND TO THE AMENDMENTS THERETO, RECORDED AS INSTRUMENT NOS. 652281 AND 699618, RECORDS OF BLAINE COUNTY, IDAHO.
10. ONLY THE FIRST FLOOR BUILDING FOOTPRINT IS SHOWN ON THIS PAGE FOR CLARITY, OTHER FLOORS AND CONDOMINIUM UNITS ARE SHOWN ON SUBSEQUENT PAGES.
11. REFER TO PAGES 2-9 FOR CONDOMINIUM UNIT DIMENSIONS, UNIT TIES AND ADDITIONAL NOTES.
12. THE CURRENT ZONING IS CITY OF KETCHUM TOURIST (T) DISTRICT.
13. THE 15FT SANITARY SEWER EASEMENT THAT LIES WITHIN LOT 2 OF THE REPLAT OF BLOCK 83, AS SHOWN ON INSTRUMENT NO. 210798 IS HEREBY VACATED. A NEW 10FT WIDE SANITARY SEWER EASEMENT, CENTERED ON THE EXISTING SEWER LINE, IS GRANTED AS SHOWN HEREON.
14. AN ACCESS EASEMENT TO BENEFIT LA RESIDENCE CONDOMINIUMS WAS RECORDED AS INSTRUMENT NO. _____, RECORDS OF BLAINE COUNTY, IDAHO.
15. A BLANKET EASEMENT FOR UTILITY ACCESS AND MAINTENANCE IS GRANTED WITHIN COMMON AREAS OUTSIDE OF BUILDING FOOTPRINT, ACCESSIBLE FROM THE ADJACENT PUBLIC RIGHT-OF-WAYS; MAIN STREET, RIVER STREET AND LEADVILLE AVENUE.

HEALTH CERTIFICATE

SANITARY RESTRICTIONS AS REQUIRED BY IDAHO CODE TITLE 50, CHAPTER 12, HAVE BEEN SATISFIED. SANITARY RESTRICTIONS MAY BE IMPOSED, IN ACCORDANCE WITH IDAHO CODE TITLE 50, CHAPTER 13, SECTION 50-1326, BY THE ISSUANCE OF A CERTIFICATE OF DISAPPROVAL.

DATED:_____ ,

_____

SOUTH CENTRAL PUBLIC HEALTH DISTRICT, REHS

PROFESSIONAL LAND SURVEYOR LICENSE 20893 STATE OF IDAHO ROBERT O. BREIER PRELIMINARY

OWNER OF RECORD

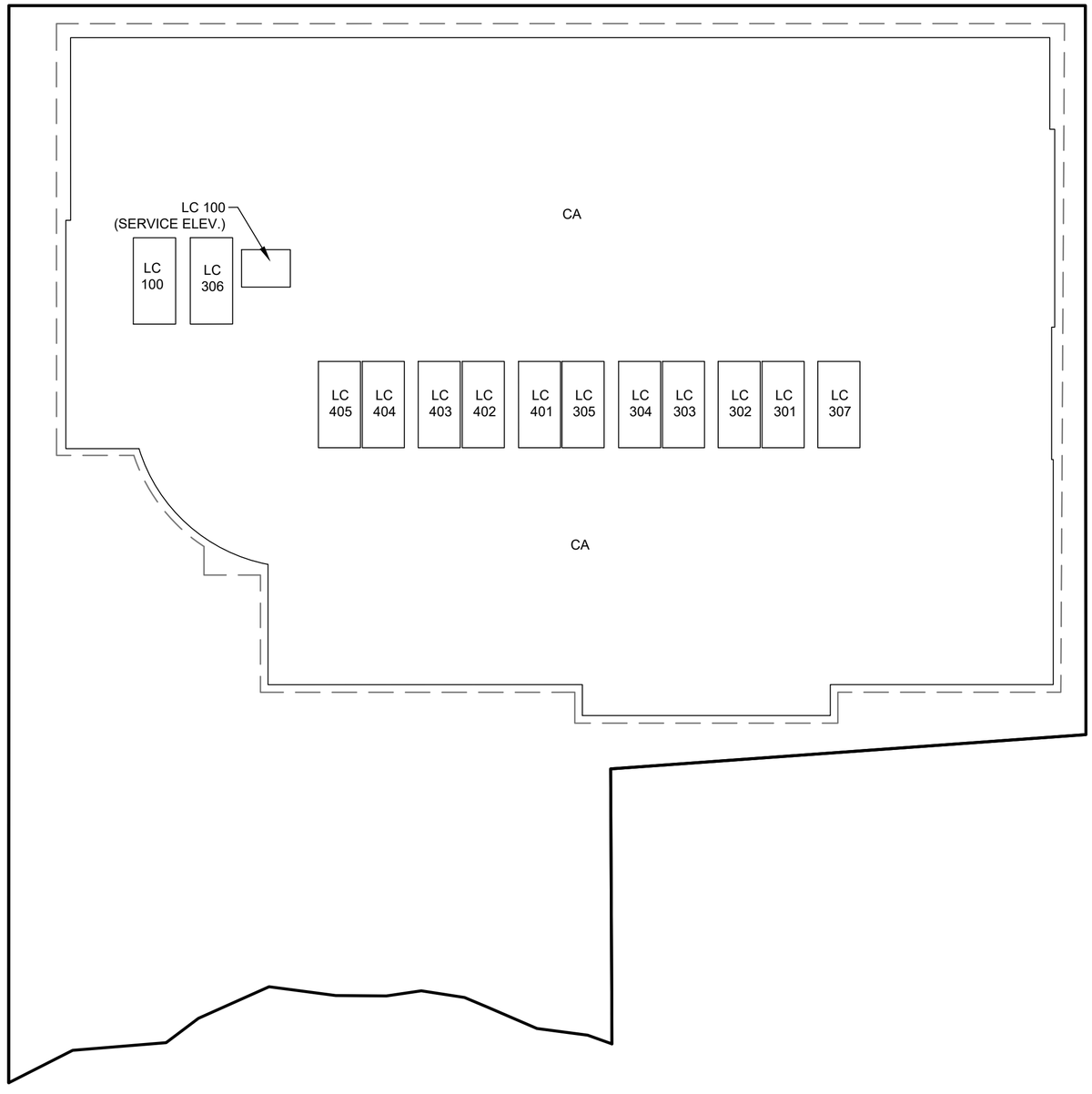
HARRIMAN KETCHUM HOTEL, LLC
P.O. BOX 84, SUN VALLEY, IDAHO 83353
ATTN: JACK E. BARITEAU, JR., ITS MANAGING MEMBER

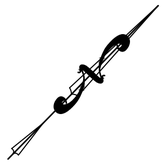
300 RIVER STREET EAST CONDOMINIUMS
GALENA-BENCHMARK ENGINEERING
KETCHUM, IDAHO

SHEET 1 OF 11
Job No. 6560.05

300 RIVER STREET EAST CONDOMINIUMS

BASEMENT PARKING LEVELS P3 AND P2 UNIT LAYOUT





GRAPHIC SCALE

0 20 40

Scale in Feet

LEGEND

	PROPERTY LINE (SEE SHEET 1)
	UNIT OUTLINE
	CHANGE IN FLOOR ELEVATION
	BUILDING OUTLINE
	SURVEY TIE LINE
CA	COMMON AREA
LC	LIMITED COMMON AREA
FF	FINISHED FLOOR ELEVATION
CH	CEILING HEIGHT ABOVE FF

FLOORPLAN NOTES

1. 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.

2. HORIZONTAL OR SLOPING PLANES SHOWN HEREON ARE TOP OF FINISHED SUBFLOOR AND BOTTOM OF FINISHED CEILING: VERTICAL PLANES ARE FINISHED SURFACES OF INTERIOR WALLS. SOME STRUCTURAL MEMBERS EXTEND INTO UNITS, LIMITED COMMON AREAS AND PARKING SPACES.

3. TYPICAL BEARING OF UNIT WALLS ARE N45°36'41"E AND S44°23'19"E. ALL UNIT WALL ARE PARALLEL AND PERPENDICULAR UNLESS OTHERWISE NOTED.

4. DIMENSIONS SHOWN HEREON WILL BE SUBJECT TO SLIGHT VARIATIONS, OWING TO NORMAL CONSTRUCTION TOLERANCES.

5. CONSULT THE CONDOMINIUM DECLARATIONS FOR THE DEFINITION OF COMMON AND LIMITED COMMON AREA.

6. ALL AREA OUTSIDE OF UNITS THAT IS NOT DESIGNATED AS LIMITED COMMON IS COMMON AREA. AREAS OF "COMMON" OR "LIMITED COMMON" ARE SHOWN BY DIAGRAM.

7. BUILDING TIES ARE TO THE INTERIOR CORNERS OF UNIT WALLS.

8. UTILITY EASEMENTS NECESSARY TO ALLOW FOR ACCESS AND MAINTENANCE OF UTILITIES SERVING UNITS OTHER THAN THE UNIT THEY ARE LOCATED IN ARE HEREBY GRANTED BY THIS PLAT.

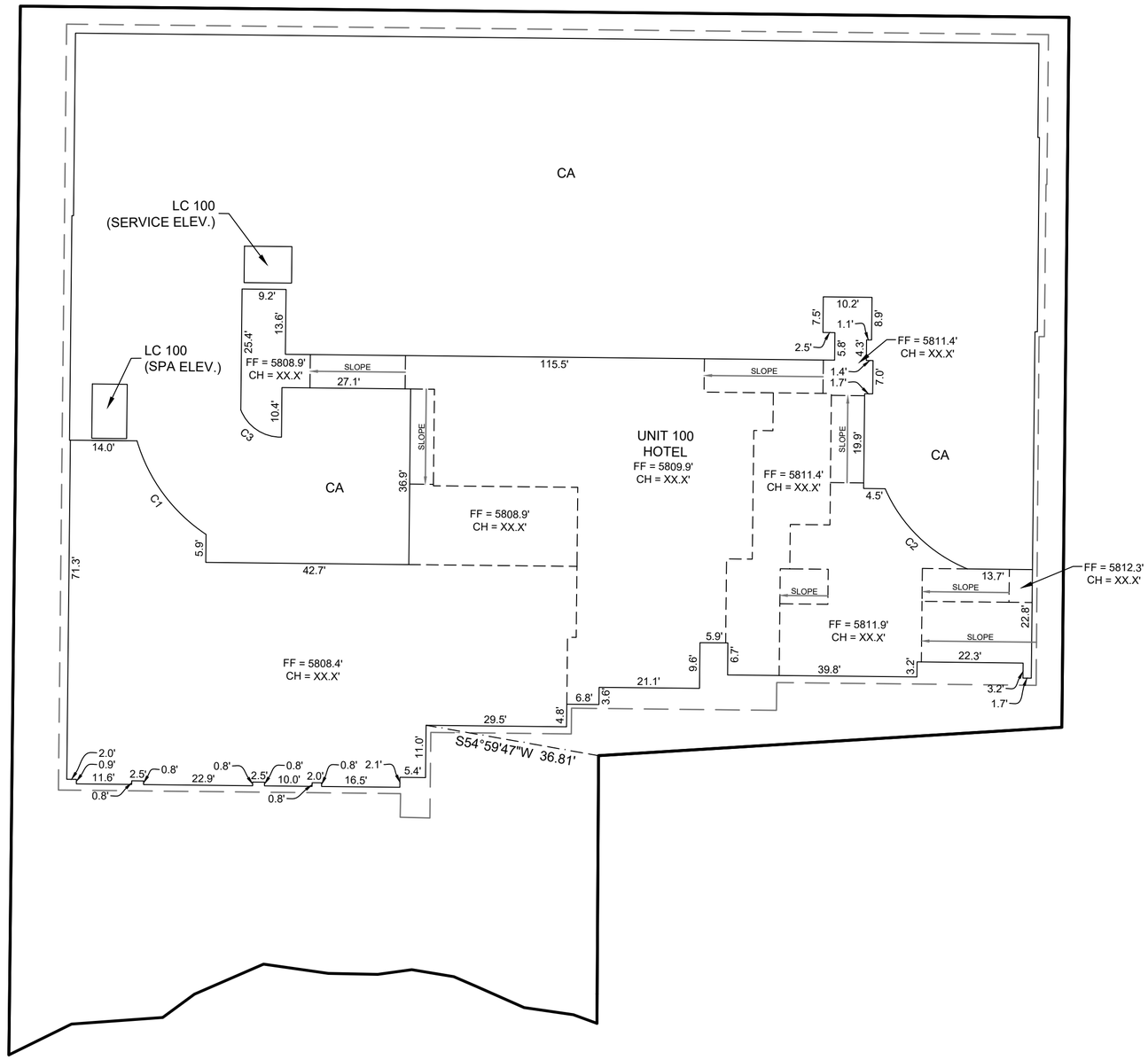


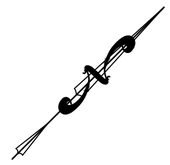
300 RIVER STREET EAST CONDOMINIUMS
GALENA-BENCHMARK ENGINEERING
KETCHUM, IDAHO

SHEET 2 OF 11
Job No. 6560.05

300 RIVER STREET EAST CONDOMINIUMS

BASEMENT PARKING LEVEL P1 UNIT LAYOUT





GRAPHIC SCALE

0 20 40

Scale in Feet

LEGEND

———	PROPERTY LINE (SEE SHEET 1)
———	UNIT OUTLINE
– – – – –	CHANGE IN FLOOR ELEVATION
— — — —	BUILDING OUTLINE
— – — – —	SURVEY TIE LINE
CA	COMMON AREA
LC	LIMITED COMMON AREA
FF	FINISHED FLOOR ELEVATION
CH	CEILING HEIGHT ABOVE FF

FLOORPLAN NOTES

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3. TYPICAL BEARING OF UNIT WALLS ARE N45°36'41"E AND S44°23'19"E. ALL UNIT WALL ARE PARALLEL AND PERPENDICULAR UNLESS OTHERWISE NOTED.

4. DIMENSIONS SHOWN HEREON WILL BE SUBJECT TO SLIGHT VARIATIONS, OWING TO NORMAL CONSTRUCTION TOLERANCES.

5. CONSULT THE CONDOMINIUM DECLARATIONS FOR THE DEFINITION OF COMMON AND LIMITED COMMON AREA.

6. ALL AREA OUTSIDE OF UNITS THAT IS NOT DESIGNATED AS LIMITED COMMON IS COMMON AREA. AREAS OF "COMMON" OR "LIMITED COMMON" ARE SHOWN BY DIAGRAM.

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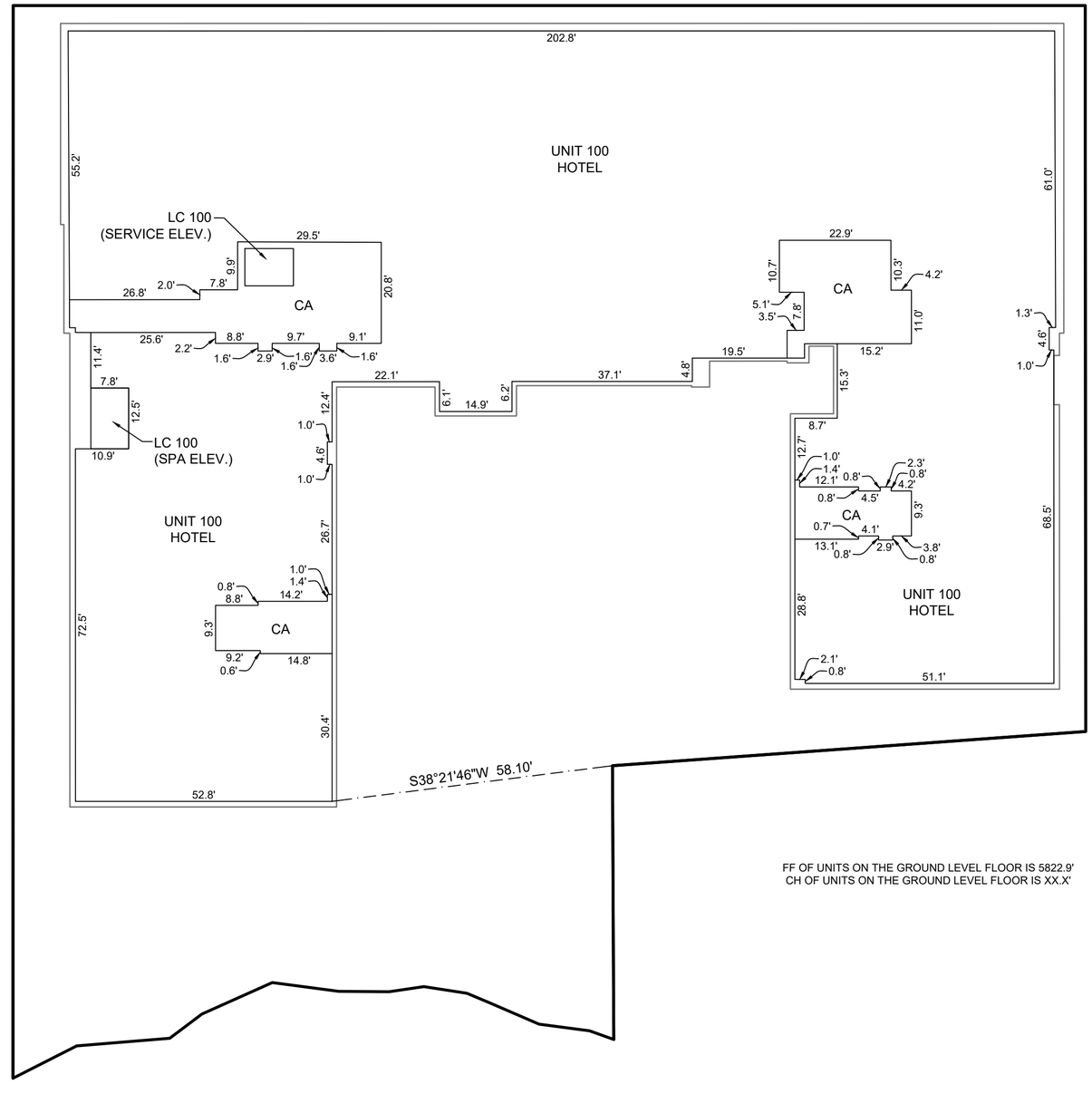
PROFESSIONAL LAND SURVEYOR
LICENSED
20193
STATE OF IDAHO
ROBERT O. BREIER
PRELIMINARY

300 RIVER STREET EAST CONDOMINIUMS
GALENA-BENCHMARK ENGINEERING
KETCHUM, IDAHO

SHEET 3 OF 11
Job No. 6560.05

300 RIVER STREET EAST CONDOMINIUMS

GROUND LEVEL UNIT LAYOUT



FF OF UNITS ON THE GROUND LEVEL FLOOR IS 5822.9'
CH OF UNITS ON THE GROUND LEVEL FLOOR IS XX.X'

GRAPHIC SCALE
0 20 40
Scale in Feet

LEGEND

- PROPERTY LINE (SEE SHEET 1)
- UNIT OUTLINE
- CHANGE IN FLOOR ELEVATION
- BUILDING OUTLINE
- SURVEY TIE LINE
- CA COMMON AREA
- LC LIMITED COMMON AREA
- FF FINISHED FLOOR ELEVATION
- CH CEILING HEIGHT ABOVE FF

FLOORPLAN NOTES

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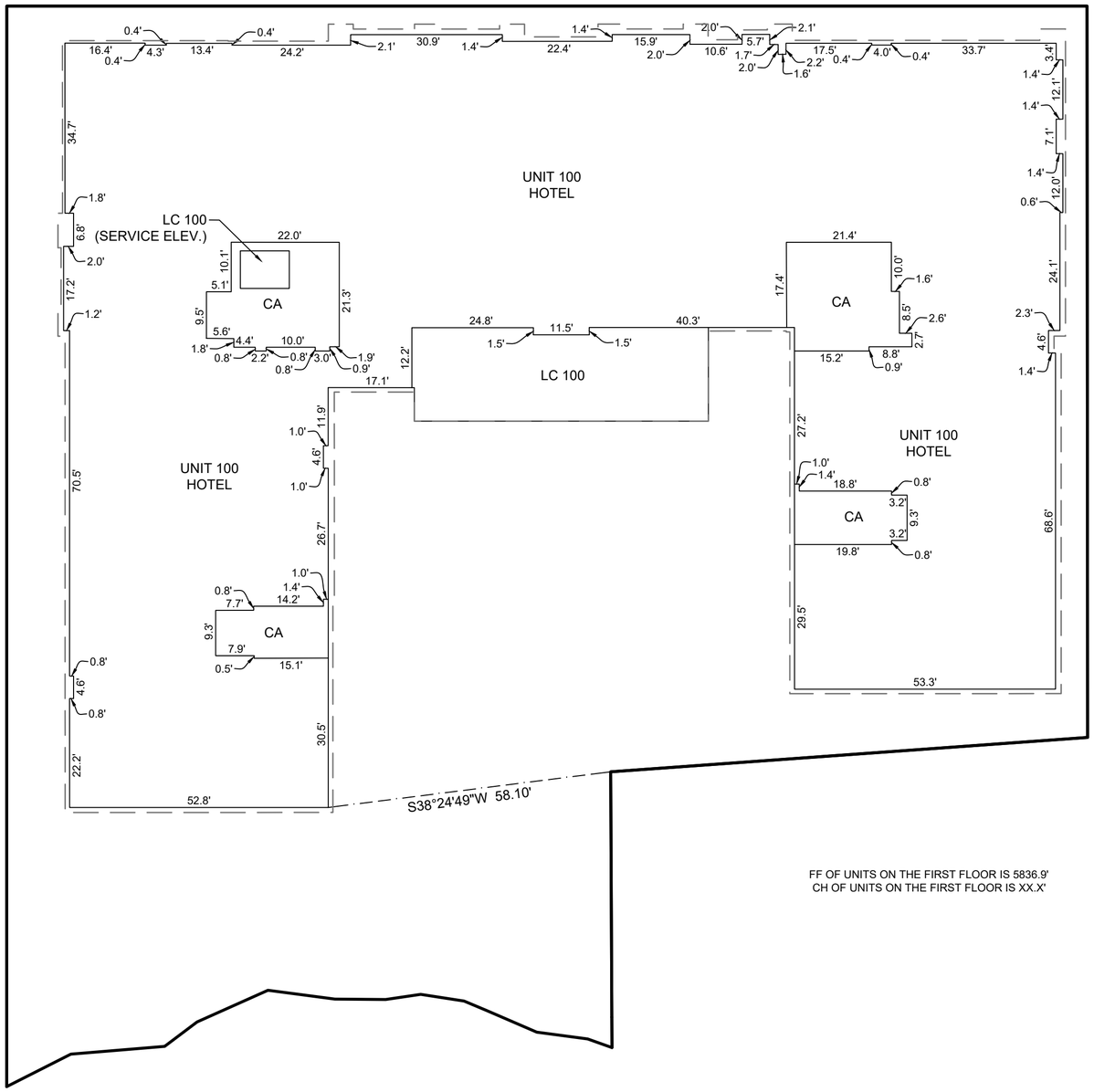
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20893
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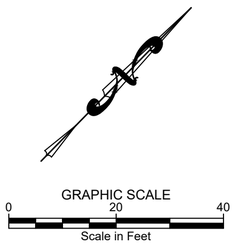
300 RIVER STREET EAST CONDOMINIUMS
GALENA-BENCHMARK ENGINEERING
KETCHUM, IDAHO

SHEET 4 OF 11
Job No. 6560.05

300 RIVER STREET EAST CONDOMINIUMS

FIRST FLOOR UNIT LAYOUT





LEGEND

- PROPERTY LINE (SEE SHEET 1)
- UNIT OUTLINE
- CHANGE IN FLOOR ELEVATION
- BUILDING OUTLINE
- SURVEY TIE LINE
- CA COMMON AREA
- LC LIMITED COMMON AREA
- FF FINISHED FLOOR ELEVATION
- CH CEILING HEIGHT ABOVE FF

FLOORPLAN NOTES

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FF OF UNITS ON THE FIRST FLOOR IS 5836.9'
CH OF UNITS ON THE FIRST FLOOR IS XX.X'

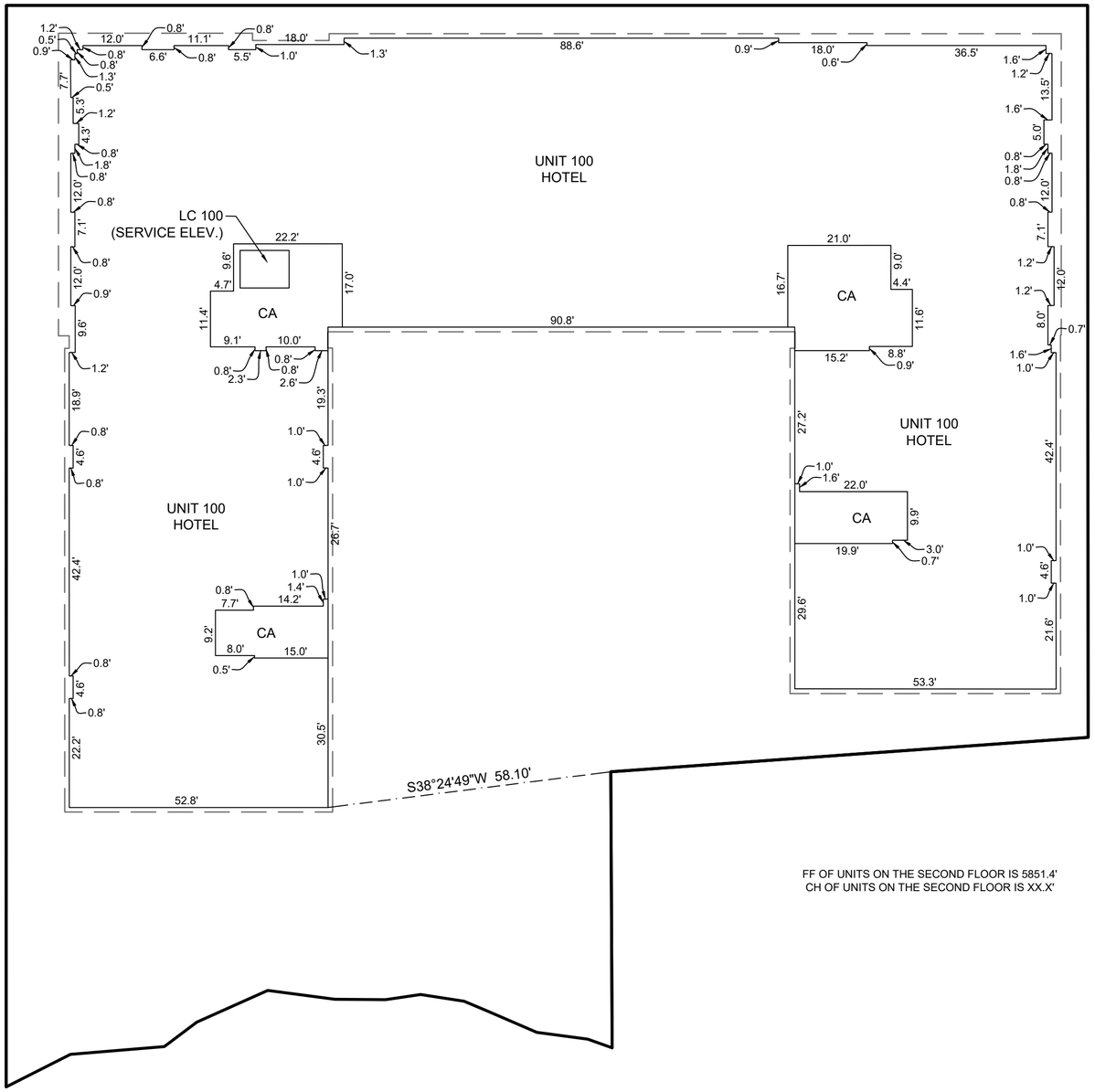


300 RIVER STREET EAST CONDOMINIUMS
GALENA-BENCHMARK ENGINEERING
KETCHUM, IDAHO

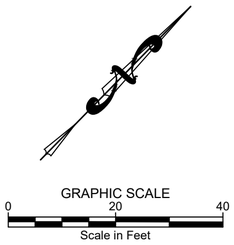
SHEET 5 OF 11
Job No. 6560.05

300 RIVER STREET EAST CONDOMINIUMS

SECOND FLOOR UNIT LAYOUT



FF OF UNITS ON THE SECOND FLOOR IS 5851.4'
CH OF UNITS ON THE SECOND FLOOR IS XX.X'



LEGEND

- PROPERTY LINE (SEE SHEET 1)
- UNIT OUTLINE
- CHANGE IN FLOOR ELEVATION
- BUILDING OUTLINE
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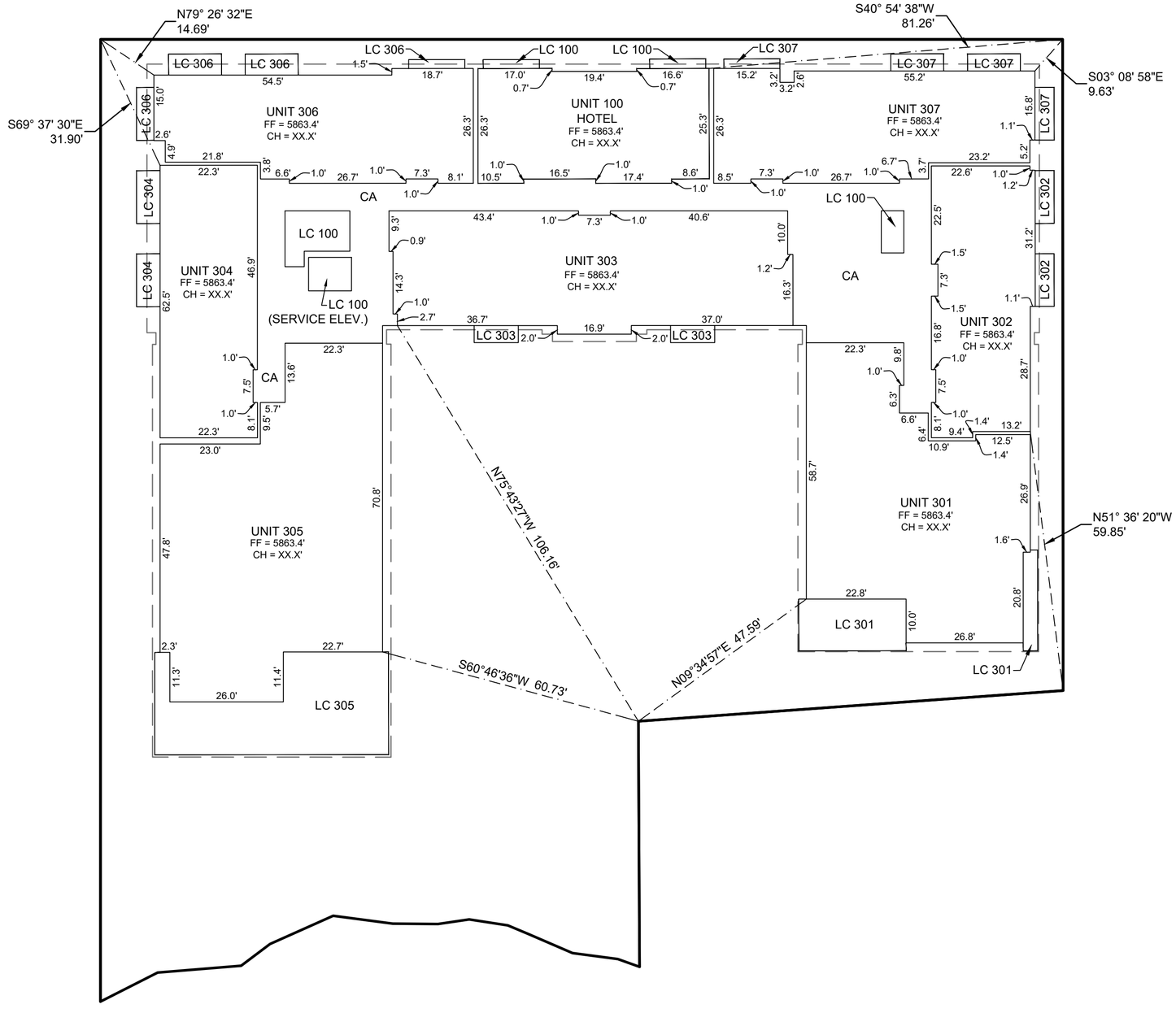


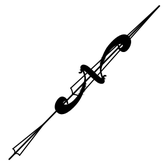
300 RIVER STREET EAST CONDOMINIUMS
GALENA-BENCHMARK ENGINEERING
KETCHUM, IDAHO

SHEET 6 OF 11
Job No. 6560.05

300 RIVER STREET EAST CONDOMINIUMS

THIRD FLOOR UNIT LAYOUT





GRAPHIC SCALE

0 20 40

Scale in Feet

LEGEND

———	PROPERTY LINE (SEE SHEET 1)
———	UNIT OUTLINE
— — — — —	CHANGE IN FLOOR ELEVATION
— — — — —	BUILDING OUTLINE
— · — · —	SURVEY TIE LINE
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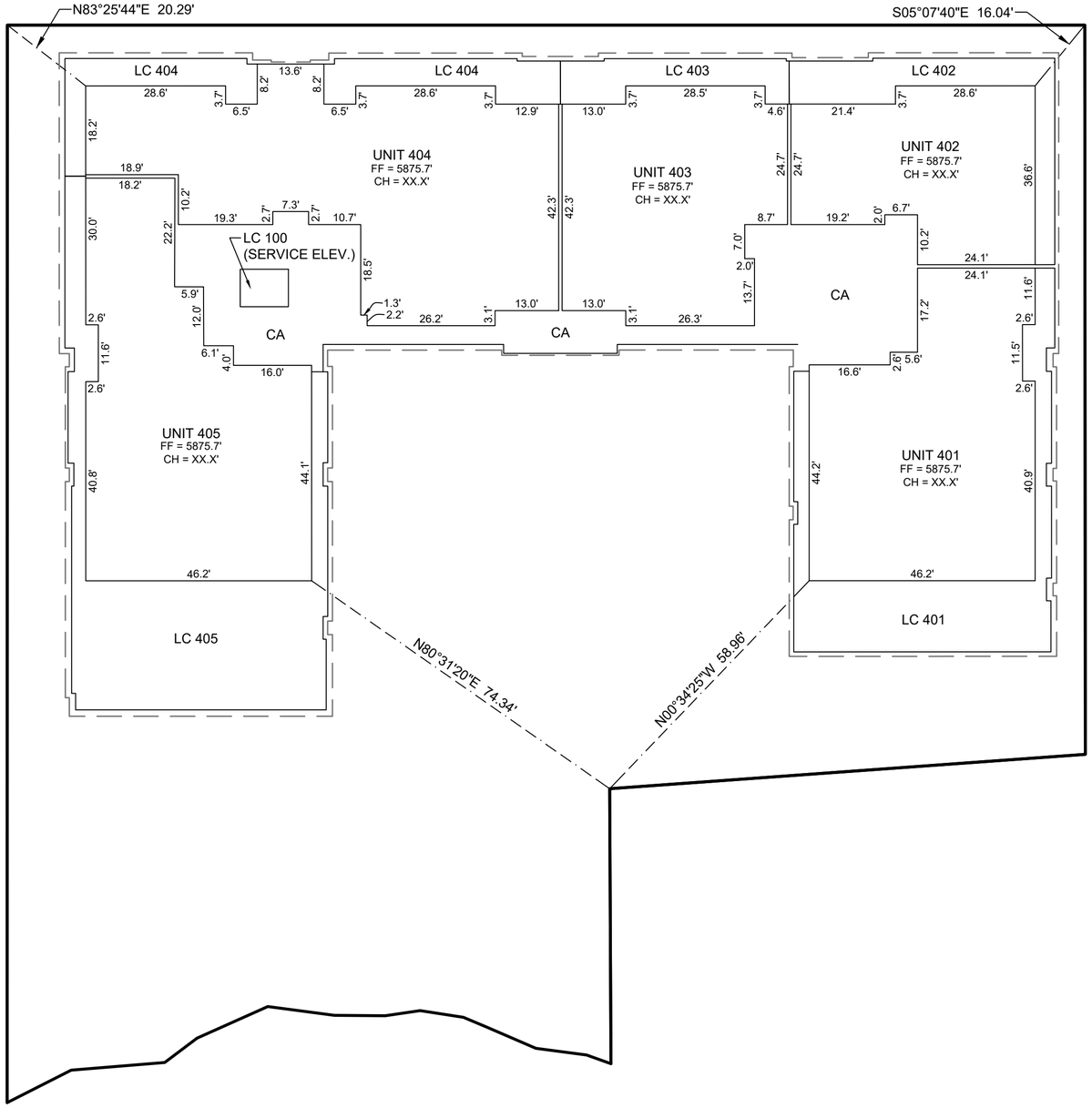


300 RIVER STREET EAST CONDOMINIUMS
GALENA-BENCHMARK ENGINEERING
KETCHUM, IDAHO

SHEET 7 OF 11
Job No. 6560.05

300 RIVER STREET EAST CONDOMINIUMS

FOURTH FLOOR UNIT LAYOUT



GRAPHIC SCALE

0 20 40

Scale in Feet

LEGEND

- PROPERTY LINE (SEE SHEET 1)
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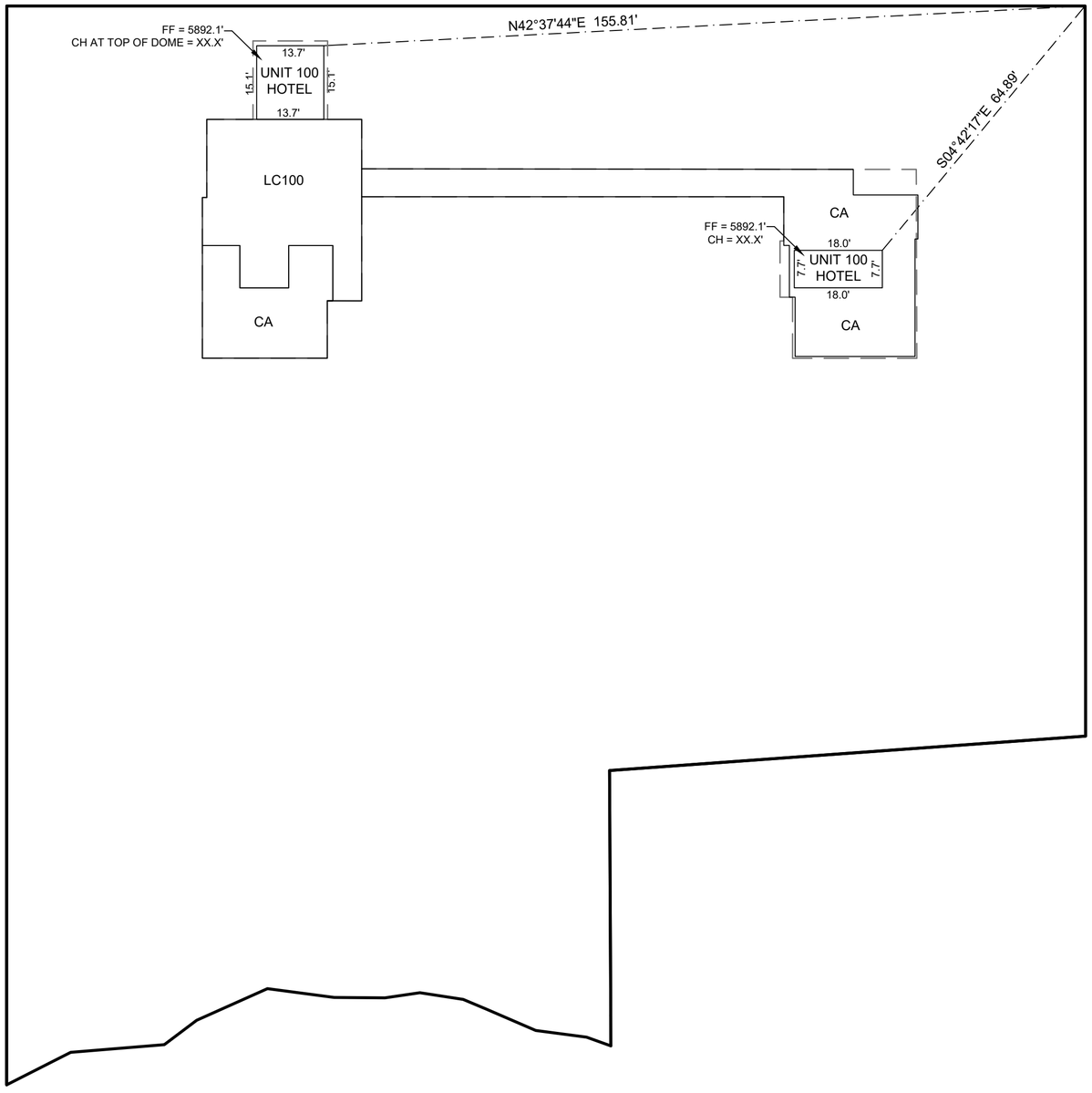
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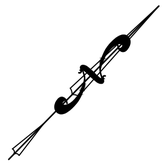
300 RIVER STREET EAST CONDOMINIUMS
GALENA-BENCHMARK ENGINEERING
KETCHUM, IDAHO

SHEET 8 OF 11
Job No. 6560.05

300 RIVER STREET EAST CONDOMINIUMS

FIFTH FLOOR UNIT LAYOUT





GRAPHIC SCALE

0 20 40

Scale in Feet

LEGEND

———	PROPERTY LINE (SEE SHEET 1)
———	UNIT OUTLINE
– – – – –	CHANGE IN FLOOR ELEVATION
— — — —	BUILDING OUTLINE
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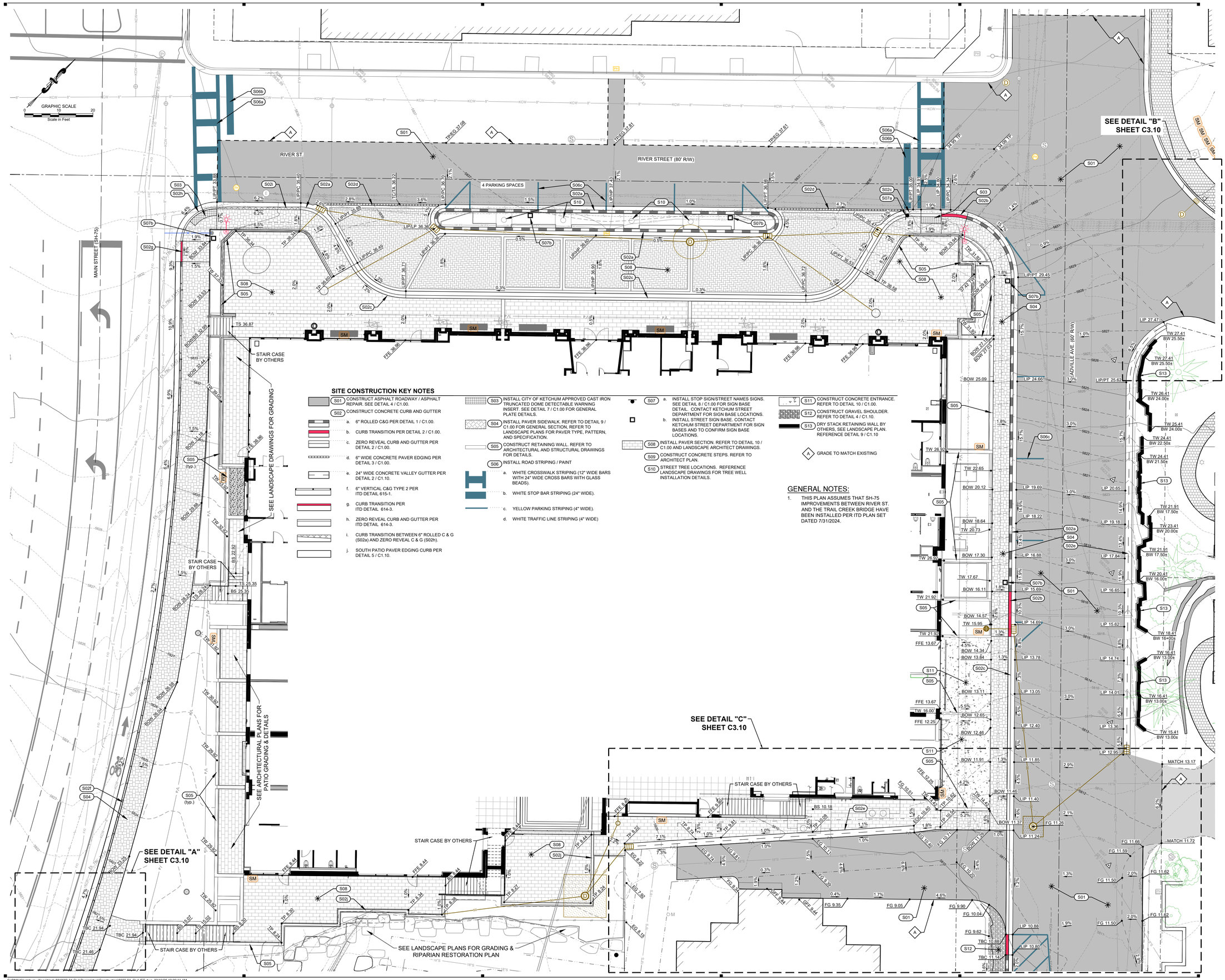
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300 RIVER STREET EAST CONDOMINIUMS
GALENA-BENCHMARK ENGINEERING
KETCHUM, IDAHO

SHEET 9 OF 11
Job No. 6560.05



SITE CONSTRUCTION KEY NOTES

- S01 CONSTRUCT ASPHALT ROADWAY / ASPHALT REPAIR. SEE DETAIL 4 / C1.00.
- S02 CONSTRUCT CONCRETE CURB AND GUTTER
  - a. 6" ROLLED C&G PER DETAIL 1 / C1.00.
  - b. CURB TRANSITION PER DETAIL 2 / C1.00.
  - c. ZERO REVEAL CURB AND GUTTER PER DETAIL 2 / C1.00.
  - d. 6" WIDE CONCRETE PAVER EDGING PER DETAIL 3 / C1.00.
  - e. 24" WIDE CONCRETE VALLEY GUTTER PER DETAIL 2 / C1.10.
  - f. 6" VERTICAL C&G TYPE 2 PER ITD DETAIL 615-1.
  - g. CURB TRANSITION PER ITD DETAIL 614-3.
  - h. ZERO REVEAL CURB AND GUTTER PER ITD DETAIL 614-3.
  - i. CURB TRANSITION BETWEEN 6" ROLLED C & G (S02a) AND ZERO REVEAL C & G (S02h).
  - j. SOUTH PATIO PAVER EDGING CURB PER DETAIL 5 / C1.10.
- S03 INSTALL CITY OF KETCHUM APPROVED CAST IRON TRUNCATED DOME DETECTABLE WARNING INSERT. SEE DETAIL 7 / C1.00 FOR GENERAL PLATE DETAILS.
- S04 INSTALL PAVER SIDEWALK. REFER TO DETAIL 9 / C1.00 FOR GENERAL SECTION, REFER TO LANDSCAPE PLANS FOR PAVER TYPE, PATTERN, AND SPECIFICATION.
- S05 CONSTRUCT RETAINING WALL. REFER TO ARCHITECTURAL AND STRUCTURAL DRAWINGS FOR DETAILS.
- S06 INSTALL ROAD STRIPING / PAINT
  - a. WHITE CROSSWALK STRIPING (12" WIDE BARS WITH 24" WIDE CROSS BARS WITH GLASS BEADS).
  - b. WHITE STOP BAR STRIPING (24" WIDE).
  - c. YELLOW PARKING STRIPING (4" WIDE).
  - d. WHITE TRAFFIC LINE STRIPING (4" WIDE)
- S07
  - a. INSTALL STOP SIGN/STREET NAMES SIGNS. SEE DETAIL 8 / C1.00 FOR SIGN BASE DETAIL. CONTACT KETCHUM STREET DEPARTMENT FOR SIGN BASE LOCATIONS.
  - b. INSTALL STREET SIGN BASE. CONTACT KETCHUM STREET DEPARTMENT FOR SIGN BASES AND TO CONFIRM SIGN BASE LOCATIONS.
- S08 INSTALL PAVER SECTION. REFER TO DETAIL 10 / C1.00 AND LANDSCAPE ARCHITECT DRAWINGS.
- S09 CONSTRUCT CONCRETE STEPS. REFER TO ARCHITECT PLAN.
- S10 STREET TREE LOCATIONS. REFERENCE LANDSCAPE DRAWINGS FOR TREE WELL INSTALLATION DETAILS.
- S11 CONSTRUCT CONCRETE ENTRANCE. REFER TO DETAIL 10 / C1.00.
- S12 CONSTRUCT GRAVEL SHOULDER. REFER TO DETAIL 4 / C1.10.
- S13 DRY STACK RETAINING WALL BY OTHERS. SEE LANDSCAPE PLAN. REFERENCE DETAIL 9 / C1.10
- A GRADE TO MATCH EXISTING

GENERAL NOTES:

1. THIS PLAN ASSUMES THAT SH-75 IMPROVEMENTS BETWEEN RIVER ST. AND THE TRAIL CREEK BRIDGE HAVE BEEN INSTALLED PER ITD PLAN SET DATED 7/31/2024.

HARRIMAN KETCHUM HOTEL, LLC

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

PROFESSIONAL ENGINEER REGISTERED 13788 3/19/2026 STATE OF IDAHO JEFFREY LAMOUREUX

HARRIMAN KETCHUM HOTEL, LLC
KETCHUM, IDAHO

300 E RIVER ST
KETCHUM, ID 83340

REV	DESCRIPTION	DATE
6	KETCHUM REVIEW #4	02/19/26
5	KETCHUM REVIEW #3	11/21/25
4	KETCHUM REVIEW #2	10/24/25
3	PARTIAL IFC	08/29/25
2	IFP - UTILITY UPDATES	06/11/25
1	KETCHUM REVIEW #1	05/28/25
0	ISSUE FOR PERMIT (IFP)	02/28/25

Project Number
6560.04

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Hornberger + Worstell
170 Maiden Lane, San Francisco , CA 94108
Telephone 415.391.1080
Facsimile 415.658.1812
www.hornbergerworstell.com

SITE GRADING PLAN

C3.00

City of Ketchum

ATTACHMENT 3: Draft Findings of Fact

City of Ketchum
Planning & Building

IN RE:	)	
	)	
300 E River St Condominiums	)	KETCHUM CITY COUNCIL.
Condominium Subdivision – Preliminary Plat	)	FINDINGS OF FACT, CONCLUSIONS OF LAW, AND
Date: July 9, 2026	)	DECISION
	)	
File Number: P25-057	)	

PROJECT:	300 E River St Condominiums
APPLICATION TYPE:	Condominium Subdivision Preliminary Plat
FILE NUMBER:	P25-057
REPRESENTATIVE:	Dave Patrie, Galena-Benchmark Engineering
OWNER:	Harriman Ketchum Hotel, LLC
LOCATION:	300 E River Street (Ketchum Replat, Block 83, Lot 2)
ZONING:	Tourist (T) – Floodplain Overlay District

RECORD OF PROCEEDINGS

The preliminary plat application was received on November 6, 2025. The application was processed and deemed complete on November 6, 2025. Following receipt of the complete application, Planning staff routed the application materials to all city departments for review. City department comments were provided to the applicant on February 2, 2026. All comments have been addressed satisfactorily through the applicant's revisions to the project plans or conditions of approval.

A public hearing notice for the project, for the Planning and Zoning Commission hearing, was mailed to all owners of property within 300 feet of the project site and all political subdivisions on May 13, 2026. The public hearing notice was published in the Idaho Mountain Express on May 13, 2026. A notice was posted on the project site and the city's website on May 20, 2026.

The Planning and Zoning Commission considered the 300 E River St Preliminary Plat application (File No. P25-057) during their regular meeting on June 4, 2026. After considering Staff's analysis, the applicant's presentation, and public comment, the Planning & Zoning Commission recommended approval of the application to the City Council.

191 W 5th St ★ P.O. Box 2315 ★ Ketchum, ID 83340 ★ main (208) 726-7801 ★ fax (208) 726-7812
facebook.com/CityofKetchum ★ twitter.com/Ketchum_Idaho ★ www.ketchumidaho.org

A public hearing notice for the project, for the City Council hearing, was mailed to all owners of property within 300 feet of the project site and all political subdivisions on June 17, 2026. The public hearing notice was published in the Idaho Mountain Express on June 17, 2026. A notice was posted on the project site on July 1, 2026, and the city's website on June 24, 2026.

The City Council considered the 300 E River St Preliminary Plat application (File No. P25-057) during their regular meeting on July 6, 2026. After considering Staff's analysis, the applicant's presentation, the Planning and Zoning Commission's recommendation, and public comment, the City Council approved the application unanimously.

BACKGROUND

The Commission reviewed and approved Design Review Application File No. P22-059 for the Observatory Hotel on February 14, 2023. The project was issued a building permit (Permit No. 24-KET-00083) on March 12, 2024. The project is nearing completion with an anticipated completion timeframe of late summer. Required right-of-way improvements have begun on River Street and Leadville Ave with a ROW Encroachment Agreement going to City Council for review in June 2026.

The 300 River Street East Condominiums is the location of the Observatory Hotel currently under construction at the southeast corner of River Street and Main Street.

The preliminary plat application proposes to subdivide the building into individual ownership units for the hotel rooms and hotel uses, 12 residential condominium units, and common areas.

FINDINGS OF FACT

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

FINDINGS REGARDING COMPLIANCE WITH CONDOMINIUM SUBDIVISION REQUIREMENTS

Condominium Plat Requirements (Ketchum Municipal Code §16.04.070)				
Compliant				
Yes	**No**	**N/A**	**City Code**	**Standards**
☒	☐	☐	**16.04.070.B**	**The subdivider of the condominium project shall submit with the preliminary plat application a copy of the proposed bylaws and condominium declarations of the proposed condominium development. Said documents shall adequately provide for the control and maintenance of all common areas, recreational facilities and open space.**
			Findings	*The applicant provided a draft copy of the articles of incorporation, bylaws, and declarations with the application submittal. CC&Rs can be found in the attachments.*
☒	☐	☐	**16.04.070.D**	**All garages shall be designated on the preliminary and final plats and on all deeds as part of the particular condominium units. No garage may be condominiumized or sold separate from a condominium unit.**
			Findings	*As shown on Sheet 2 of the preliminary plat, the garage spaces for the condominium units are delineated as Limited Common elements*

				associated with specific units. A condition of approval states that a plat note shall be added to the final plat stating that "No parking space may be condominiumized or sold separate from a condominium unit."
☒	☐	☐	**16.04.070.E**	**Adequate storage areas shall be provided for boats, campers and trailers, as well as adequate interior storage space for personal property of the resident of each condominium unit.**
			Findings	*Parking levels P1 and P2/P3 have designated storage space as shown on the floorplans for the Building Permit. These storage spaces area available for the condominium units and hotel uses. The hotel uses also have various back-of-house areas designated for the management and maintenance of the hotel. Each floor also has dedicated housekeeping rooms for supplies and other needed items. These areas are designated as common areas on the plat. Each condominium unit is sizable with interior storage in the unit for personal property of the owners of the residential units.*
☒	☐	☐	**16.04.070.F**	**A maintenance building or room shall be provided of adequate size and location for the type and size of the condominium project for storage of maintenance equipment and supplies for common areas.**
			Findings	*As noted above, each level has various space dedicated to housekeeping and back-of-house operations for the hotel and the condominium units. These areas are designated as common areas with some spaces contained within the condominium Unit 100 Hotel.*
☒	☐	☐	**16.04.070.G**	**The subdivider shall dedicate to the common use of the homeowners adequate open space of such shape and area usable and convenient to the residents of the condominium subdivision. Location of building sites and common area shall maximize privacy and solar access.**
			Findings	*The preliminary plat designates individual balconies for the residential units as Limited Common elements to each residential unit. The plat also designates open spaces for the pool deck and plaza areas outside the building as common areas accessible to all guests and owners within the building.*
☒	☐	☐	**16.04.070.H**	**All other provisions of this chapter and all applicable ordinances, rules and regulations of the city and all other governmental entities having jurisdiction shall be complied with by condominium subdivisions.**
			Findings	*The project has been reviewed for compliance with all other section of the subdivision standards. The project conforms with all subdivision regulations as discussed above.*

FINDINGS REGARDING COMPLIANCE WITH PRELIMINARY PLAT REQUIREMENTS

Preliminary Plat Requirements (Ketchum Municipal Code §16.04.030)				
Compliant				
Yes	**No**	**N/A**	**City Code**	**City Standards**
☒	☐	☐	**16.04.030.J.1**	**The preliminary plat shall be drawn to a scale of not less than one inch equals one hundred feet (1" = 100') and shall show the following: The scale, north point and date.**
			Findings	*This standard is met as shown on Sheet 1 of the preliminary plat.*

☒	☐	☐	**16.04.030.J.2**	**The name of the proposed subdivision, which shall not be the same or confused with the name of any other subdivision in Blaine County, Idaho.**
			Findings	*As shown on Sheet 1 of the preliminary plat, the plat is titled "300 River Street East Condominiums" which is not the same as any other subdivision in Blaine County, Idaho.*
☒	☐	☐	**16.04.030.J.3**	**The name and address of the owner of record, the subdivider, and the engineer, surveyor, or other person preparing the plat.**
			Findings	*The name of the owner and surveyor is shown on Sheet 1 of the plat. The plat was prepared by Robert O. Breier of Galena-Benchmark Engineering.*
☒	☐	☐	**16.04.030.J.4**	**Legal description of the area platted.**
			Findings	*The legal description of the area platted is shown on page 1 of the preliminary plat.*
☒	☐	☐	**16.04.030.J.5**	**The names and the intersecting boundary lines of adjoining subdivisions and parcels of property.**
			Findings	*The preliminary plat shows adjacent properties along Hwy 75, River Street, and Leadville Ave along with the names of subdivisions or legal descriptions of property as applicable.*
☒	☐	☐	**16.04.030.J.6**	**A contour map of the subdivision with contour lines and a maximum interval of five feet (5') to show the configuration of the land based upon the United States geodetic survey data, or other data approved by the city engineer.**
			Findings	*A separate topography exhibit has been included with the preliminary plat which shows the finished grade of the property and surrounding rights-of-way post construction. The topography was prepared by a licensed civil engineer and subsequently reviewed and approved by the city engineer.*
☒	☐	☐	**16.04.030.J.7**	**The scaled location of existing buildings, water bodies and courses and location of the adjoining or immediately adjacent dedicated streets, roadways and easements, public and private.**
			Findings	*Sheet 1 of the preliminary plat shows the scaled location of the building on the subject property and all adjacent rights-of-way including Leadville Ave, River Street, and Main Street/Hwy 75 with all corresponding dimensions. The preliminary plat also shows the ordinary high water mark, the floodplain and floodway boundaries, the 25 ft riparian setback, and the fisherman's access easement adjacent to Trail Creek. A condition of approval is included that adds two plat notes to more explicitly state the purpose and restrictions of the riparian setback and easement and reliance on the plat for future changes to the ordinary high-water mark and floodplain boundaries. The plat indicates an existing sewer easement to be vacated and the location of the new sewer easement to be dedicated where the sewer line was actually constructed. Finally, there is an access easement on the south end of the property along Leadville Ave dedicated to the owners of La Residence Condominiums. The purpose of this easement is to provide access to the condominium units as the minimum driveway width required for adequate access to La Residence encroaches onto the hotel property.*

☒	☐	☐	**16.04.030.J.8**	**Boundary description and the area of the tract.**
			Findings	*Sheet 1 provides the boundary description of the area and the total area of 40,450 SF or .93 acres.*
☒	☐	☐	**16.04.030.J.9**	**Existing zoning of the tract.**
			Findings	*Plat note #12 on Sheet 1 of the preliminary plat specifies the existing zoning of the subject property.*
☒	☐	☐	**16.04.030.J.10**	**The proposed location of street rights of way, lots, and lot lines, easements, including all approximate dimensions, and including all proposed lot and block numbering and proposed street names.**
			Findings	*The preliminary plat shows the locations and lot lines for the existing lot, existing streets, easements as outlined in the standard above, and boundaries of condominium units. No new streets or blocks are being proposed or created with this application.*
☒	☐	☐	**16.04.030.J.11**	**The location, approximate size and proposed use of all land intended to be dedicated for public use or for common use of all future property owners within the proposed subdivision.**
			Findings	*The plat shows all common and limited common areas within the condominium subdivision. Floor Plan Notes 5 and 6 further describe the bounds of common and limited common areas as more fully described in the CC&Rs.*
☒	☐	☐	**16.04.030.J.12**	**The location, size and type of sanitary and storm sewers, water mains, culverts and other surface or subsurface structures existing within or immediately adjacent to the proposed sanitary or storm sewers, water mains, and storage facilities, street improvements, street lighting, curbs, and gutters and all proposed utilities.**
			Findings	*The existing sewer main is shown on page 1 of the plat. No new sanitary and storm sewers, water mains, culverts, or other surface or subsurface structures are proposed. The topography diagram included in the attachments shows the public improvements being made to Main Street, River Street, and Leadville Ave as approved with the Design Review approval for the project.*
☒	☐	☐	**16.04.030.J.13**	**The direction of drainage, flow and approximate grade of all streets.**
			Findings	*The topography diagram attached shows the future drainage on all adjacent streets.*
☒	☐	☐	**16.04.030.J.14**	**The location of all drainage canals and structures, the proposed method of disposing of runoff water, and the location and size of all drainage easements, whether they are located within or outside of the proposed plat.**
			Findings	*The topography diagram attached shows the future drainage on all adjacent streets.*
☒	☐	☐	**16.04.030.J.15**	**All percolation tests and/or exploratory pit excavations required by state health authorities.**
			Findings	*Percolation tests and drainage calculations for all drainage facilities were submitted to the city engineer for review and approval.*
☒	☐	☐	**16.04.030.J.16**	**A copy of the provisions of the articles of incorporation and bylaws of homeowners' association and/or condominium declarations to be filed with the final plat of the subdivision.**

			Findings	*The applicant provided a copy of the CC&Rs with the application submittal which can be found in the attachments.*
☒	☐	☐	**16.04.030.J.17**	**Vicinity map drawn to approximate scale showing the location of the proposed subdivision in reference to existing and/or proposed arterials and collector streets.**
			Findings	*Sheet 1 of the preliminary plat includes a vicinity map.*
☒	☐	☐	**16.04.030.J.18**	**The boundaries of the floodplain, floodway and avalanche zoning district shall also be clearly delineated and marked on the preliminary plat.**
			Findings	*As noted above, the floodplain, floodway, and riparian setback are delineated on Sheet 1 of the plat. The subject property is not within the avalanche overlay district.*
☐	☐	☒	**16.04.030.J.19**	**Building envelopes shall be shown on each lot, all or part of which is within a floodway, floodplain, or avalanche zone; or any lot that is adjacent to the Big Wood River, Trail Creek, or Warm Springs Creek; or any lot, a portion of which has a slope of twenty five percent (25%) or greater; or upon any lot which will be created adjacent to the intersection of two (2) or more streets.**
			Findings	*The subject property is adjacent to Trail Creek and therefore a building envelope is required. The building envelope is delineated on Sheet 1 of the preliminary plat and the bounds of the building envelope match that of the minimum setbacks approved through the PUD/CUP. The building envelope does not encroach into the riparian setback.*
☒	☐	☐	**16.04.030.J.20**	**Lot area of each lot.**
			Findings	*The preliminary plat shows the area of the overall lot and the area of each condominium unit.*
☒	☐	☐	**16.04.030.J.21**	**Existing mature trees and established shrub masses.**
			Findings	*A Major Riparian Floodplain Development Permit (P25-046) was reviewed and approved by the Planning and Zoning Commission on December 9, 2025. This permit reviewed the existing vegetation including all trees and shrub masses and delineated how the riparian area was to be restored post construction of the hotel. This preliminary plat does not implement any requirements or restrictions that would inhibit the project's ability to comply with the requirements of the floodplain development permit.*
☒	☐	☐	**16.04.030.J.22**	**A current title report shall be provided at the time that the preliminary plat is filed with the administrator, together with a copy of the owner's recorded deed to such property.**
			Findings	*The applicant submitted a title commitment issued by Stewart Title Guarantee Company, and a warranty deed with the preliminary plat application. Both documents can be found in the attachments.*
☒	☐	☐	**16.04.030.J.23**	**Three (3) copies of the preliminary plat shall be filed with the administrator.**
			Findings	*The City of Ketchum received digital copies of the preliminary plat at the time of application.*

FINDINGS REGARDING COMPLIANCE WITH SUBDIVISION DEVELOPMENT & DESIGN STANDARDS

Subdivision Development & Design Standards (Ketchum Municipal Code §16.04.040)				
Compliant				
Yes	No	N/A	City Code	City Standards
☒	☐	☐	**16.04.040.A**	**Required Improvements: The improvements set forth in this section shall be shown on the preliminary plat and installed prior to approval of the final plat. Construction design plans shall be submitted and approved by the city engineer. All such improvements shall be in accordance with the comprehensive plan and constructed in compliance with construction standard specifications adopted by the city. Existing natural features which enhance the attractiveness of the subdivision and community, such as mature trees, watercourses, rock outcroppings, established shrub masses and historic areas, shall be preserved through design of the subdivision.**
			Findings	*The project plans submitted with Design Review Application File No. P22-059A and subsequent civil and landscape plan approvals through the Building Permit review process show the proposed utility, drainage, and right-of-way improvements proposed for the project. The construction design plans have been submitted for final approval and the ROW Encroachment Agreement for improvements within the city's rights-of-way will be reviewed by City Council in June 2026. The Development Agreement for the project stipulates the right-of-way improvements must be completed prior to certificate of occupancy of the building but allows for approval of the final plat prior to completion of improvements.*
☐	☐	☒	**16.04.040.C**	**Prior to final plat approval, the subdivider shall have previously constructed all required improvements and secured a certificate of completion from the city engineer. However, in cases where the required improvements cannot be constructed due to weather conditions or other factors beyond the control of the subdivider, the city council may accept, in lieu of any or all of the required improvements, a performance bond filed with the city clerk to ensure actual construction of the required improvements as submitted and approved. Such performance bond shall be issued in an amount not less than one hundred fifty percent (150%) of the estimated costs of improvements as determined by the city engineer. In the event the improvements are not constructed within the time allowed by the city council (which shall be one year or less, depending upon the individual circumstances), the council may order the improvements installed at the expense of the subdivider and the surety. In the event the cost of installing the required improvements exceeds the amount of the bond, the subdivider shall be liable to the city for additional costs. The amount that the cost of installing the required improvements exceeds the amount of the performance bond shall automatically become a lien upon any and all property within the subdivision owned by the owner and/or subdivider.**
			Findings	*This standard is not applicable to the preliminary plat application.*

☐	☐	☒	**16.04.040.D**	**As Built Drawing: Prior to acceptance by the city council of any improvements installed by the subdivider, two (2) sets of as built plans and specifications, certified by the subdivider's engineer, shall be filed with the city engineer. Within ten (10) days after completion of improvements and submission of as built drawings, the city engineer shall certify the completion of the improvements and the acceptance of the improvements, and shall submit a copy of such certification to the administrator and the subdivider. If a performance bond has been filed, the administrator shall forward a copy of the certification to the city clerk. Thereafter, the city clerk shall release the performance bond upon application by the subdivider.**
			Findings	*This standard is not applicable to the preliminary plat application.*
☐	☐	☒	**16.04.040.E**	**Monumentation: Following completion of construction of the required improvements and prior to certification of completion by the city engineer, certain land survey monuments shall be reset or verified by the subdivider's engineer or surveyor to still be in place. These monuments shall have the size, shape, and type of material as shown on the subdivision plat. The monuments shall be located as follows:** **1. All angle points in the exterior boundary of the plat.** **2. All street intersections, points within and adjacent to the final plat.** **3. All street corner lines ending at boundary line of final plat.** **4. All angle points and points of curves on all streets.** **5. The point of beginning of the subdivision plat description.**
			Findings	*The applicant shall meet the required monumentation standards prior to recordation of the final plat.*
☒	☐	☐	**16.04.040.F**	**Lot Requirements:** **1. Lot size, width, depth, shape and orientation and minimum building setback lines shall be in compliance with the zoning district in which the property is located and compatible with the location of the subdivision and the type of development, and preserve solar access to adjacent properties and buildings.** **2. Whenever a proposed subdivision contains lot(s), in whole or in part, within the floodplain, or which contains land with a slope in excess of twenty five percent (25%), based upon natural contours, or creates corner lots at the intersection of two (2) or more streets, building envelopes shall be shown for the lot(s) so affected on the preliminary and final plats. The building envelopes shall be located in a manner designed to promote harmonious development of structures, minimize congestion of structures, and provide open space and solar access for each lot and structure. Also, building envelopes shall be located to promote access to the lots and maintenance of public utilities, to minimize cut and fill for roads and building foundations, and minimize adverse impact upon environment, watercourses and topographical features. Structures may only be built on buildable lots. Lots shall only be created that meet the definition of "lot, buildable" in section 16.04.020 of this chapter. Building envelopes shall be established**

				outside of hillsides of twenty five percent (25%) and greater and outside of the floodway. A waiver to this standard may only be considered for the following: **a. For lot line shifts of parcels that are entirely within slopes of twenty five percent (25%) or greater to create a reasonable building envelope, and mountain overlay design review standards and all other city requirements are met.** **b. For small, isolated pockets of twenty five percent (25%) or greater that are found to be in compliance with the purposes and standards of the mountain overlay district and this section.** **3. Corner lots shall have a property line curve or corner of a minimum radius of twenty five feet (25') unless a longer radius is required to serve an existing or future use.** **4. Side lot lines shall be within twenty degrees (20°) to a right angle or radial line to the street line.** **5. Double frontage lots shall not be created. A planting strip shall be provided along the boundary line of lots adjacent to arterial streets or incompatible zoning districts.** **6. Every lot in a subdivision shall have a minimum of twenty feet (20') of frontage on a dedicated public street or legal access via an easement of twenty feet (20') or greater in width. Easement shall be recorded in the office of the Blaine County recorder prior to or in conjunction with recordation of the final plat.**
			Findings	*The subject property is not within the avalanche overlay zone district and does not contain areas of slopes greater than 25%. The property is within the floodplain and spans a full city block with two corners, therefore a building envelope is required. The building envelope is delineated on Sheet 1 of the preliminary plat and the bounds of the building envelope match that of the minimum setbacks approved through the PUD/CUP. The building envelope does not encroach into the riparian setback.*
☐	☐	☒	**16.04.040.G**	**G. Block Requirements: The length, width and shape of blocks within a proposed subdivision shall conform to the following requirements:** **1. No block shall be longer than one thousand two hundred feet (1,200'), nor less than four hundred feet (400') between the street intersections, and shall have sufficient depth to provide for two (2) tiers of lots.** **2. Blocks shall be laid out in such a manner as to comply with the lot requirements.** **3. The layout of blocks shall take into consideration the natural topography of the land to promote access within the subdivision and minimize cuts and fills for roads and minimize adverse impact on environment, watercourses and topographical features.** **4. Corner lots shall contain a building envelope outside of a seventy five foot (75') radius from the intersection of the streets.**

			Findings	*This standard is not applicable as no new lots or blocks are proposed with the condominium subdivision preliminary plat.*
☒	☐	☐	**16.04.040.H**	**Street Improvement Requirements:** **1. The arrangement, character, extent, width, grade and location of all streets put in the proposed subdivision shall conform to the comprehensive plan and shall be considered in their relation to existing and planned streets, topography, public convenience and safety, and the proposed uses of the land;** **2. All streets shall be constructed to meet or exceed the criteria and standards set forth in chapter 12.04 of this code, and all other applicable ordinances, resolutions or regulations of the city or any other governmental entity having jurisdiction, now existing or adopted, amended or codified;** **3. Where a subdivision abuts or contains an existing or proposed arterial street, railroad or limited access highway right of way, the council may require a frontage street, planting strip, or similar design features;** **4. Streets may be required to provide access to adjoining lands and provide proper traffic circulation through existing or future neighborhoods;** **5. Street grades shall not be less than three-tenths percent (0.3%) and not more than seven percent (7%) so as to provide safe movement of traffic and emergency vehicles in all weather and to provide for adequate drainage and snow plowing;** **6. In general, partial dedications shall not be permitted, however, the council may accept a partial street dedication when such a street forms a boundary of the proposed subdivision and is deemed necessary for the orderly development of the neighborhood, and provided the council finds it practical to require the dedication of the remainder of the right of way when the adjoining property is subdivided. When a partial street exists adjoining the proposed subdivision, the remainder of the right of way shall be dedicated;** **7. Dead end streets may be permitted only when such street terminates at the boundary of a subdivision and is necessary for the development of the subdivision or the future development of the adjacent property. When such a dead end street serves more than two (2) lots, a temporary turnaround easement shall be provided, which easement shall revert to the adjacent lots when the street is extended;** **8. A cul-de-sac, court or similar type street shall be permitted only when necessary to the development of the subdivision, and provided, that no such street shall have a maximum length greater than four hundred feet (400') from entrance to center of turnaround, and all cul-de-sacs shall have a minimum turnaround radius of sixty feet (60') at the property line and not less than forty five feet (45') at the curb line;** **9. Streets shall be planned to intersect as nearly as possible at right angles, but in no event at less than seventy degrees (70°);**

				10. Where any street deflects an angle of ten degrees (10°) or more, a connecting curve shall be required having a minimum centerline radius of three hundred feet (300') for arterial and collector streets, and one hundred twenty five feet (125') for minor streets; **11. Streets with centerline offsets of less than one hundred twenty five feet (125') shall be prohibited;** **12. A tangent of at least one hundred feet (100') long shall be introduced between reverse curves on arterial and collector streets;** **13. Proposed streets which are a continuation of an existing street shall be given the same names as the existing street. All new street names shall not duplicate or be confused with the names of existing streets within Blaine County, Idaho. The subdivider shall obtain approval of all street names within the proposed subdivision from the commission before submitting same to council for preliminary plat approval;** **14. Street alignment design shall follow natural terrain contours to result in safe streets, usable lots, and minimum cuts and fills;** **15. Street patterns of residential areas shall be designed to create areas free of through traffic, but readily accessible to adjacent collector and arterial streets;** **16. Reserve planting strips controlling access to public streets shall be permitted under conditions specified and shown on the final plat, and all landscaping and irrigation systems shall be installed as required improvements by the subdivider;** **17. In general, the centerline of a street shall coincide with the centerline of the street right of way, and all crosswalk markings shall be installed by the subdivider as a required improvement;** **18. Street lighting may be required by the commission or council where appropriate and shall be installed by the subdivider as a requirement improvement;** **19. Private streets may be allowed upon recommendation by the commission and approval by the council. Private streets shall be constructed to meet the design standards specified in subsection H2 of this section;** **20. Street signs shall be installed by the subdivider as a required improvement of a type and design approved by the administrator and shall be consistent with the type and design of existing street signs elsewhere in the city;** **21. Whenever a proposed subdivision requires construction of a new bridge, or will create substantial additional traffic which will require construction of a new bridge or improvement of an existing bridge, such construction or improvement shall be a required improvement by the subdivider. Such construction or improvement shall be in accordance with adopted standard specifications;** **22. Sidewalks, curbs and gutters may be a required improvement installed by the subdivider; and** **23. Gates are prohibited on private roads and parking access/entranceways, private driveways accessing more than one**

				single-family dwelling unit and one accessory dwelling unit, and public rights of way unless approved by the city council.
			Findings	*No new streets are proposed with the development; however, Leadville Ave and River Street are undergoing various improvements per the approved Design Review Plans approved on February 14, 2023 and subsequent revisions approved through the Building Permit and ROW Encroachment Agreement review process. Additionally, the PUD/CUP Approval for the development in 2008 revised some of the city standards for rights-of-way including width of sidewalks. All proposed improvements have been reviewed and approved by the City Engineer and will be reviewed by City Council in June 2026 with approval of the final ROW Encroachment Agreement.*
☐	☐	☒	**16.04.040.I**	**Alley Improvement Requirements: Alleys shall be provided in business, commercial and light industrial zoning districts. The width of an alley shall be not less than twenty feet (20'). Alley intersections and sharp changes in alignment shall be avoided, but where necessary, corners shall be provided to permit safe vehicular movement. Dead end alleys shall be prohibited. Improvement of alleys shall be done by the subdivider as required improvement and in conformance with design standards specified in subsection H2 of this section.**
			Findings	*This standard is not applicable as there is no alley adjacent to the subject property.*
☒	☐	☐	**16.04.040.J**	**Required Easements: Easements, as set forth in this subsection, shall be required for location of utilities and other public services, to provide adequate pedestrian circulation and access to public waterways and lands.** **1. A public utility easement at least ten feet (10') in width shall be required within the street right of way boundaries of all private streets. A public utility easement at least five feet (5') in width shall be required within property boundaries adjacent to Warm Springs Road and within any other property boundary as determined by the city engineer to be necessary for the provision of adequate public utilities.** **2. Where a subdivision contains or borders on a watercourse, drainageway, channel or stream, an easement shall be required of sufficient width to contain such watercourse and provide access for private maintenance and/or reconstruction of such watercourse.** **3. All subdivisions which border the Big Wood River, Trail Creek and Warm Springs Creek shall dedicate a ten foot (10') fish and nature study easement along the riverbank. Furthermore, the council shall require, in appropriate areas, an easement providing access through the subdivision to the bank as a sportsman's access. These easement requirements are minimum standards, and in appropriate cases where a subdivision abuts a portion of the river adjacent to an existing pedestrian easement, the council may require an extension of that easement along the portion of the riverbank which runs through the proposed subdivision.**

				4. All subdivisions which border on the Big Wood River, Trail Creek and Warm Springs Creek shall dedicate a twenty five foot (25') scenic easement upon which no permanent structure shall be built in order to protect the natural vegetation and wildlife along the riverbank and to protect structures from damage or loss due to riverbank erosion. **5. No ditch, pipe or structure for irrigation water or irrigation wastewater shall be constructed, rerouted or changed in the course of planning for or constructing required improvements within a proposed subdivision unless same has first been approved in writing by the ditch company or property owner holding the water rights. A written copy of such approval shall be filed as part of required improvement construction plans.** **6. Nonvehicular transportation system easements including pedestrian walkways, bike paths, equestrian paths, and similar easements shall be dedicated by the subdivider to provide an adequate nonvehicular transportation system throughout the city.**
			Findings	*A 10 ft fisherman's and fish and nature study easement exists on the property today per the Replat of Ketchum Block 83. This preliminary plat proposes to retain that easement as required and as shown on Sheet 1 of the preliminary plat. There are no private roads proposed for the subdivision. The preliminary plat also includes a 25ft riparian setback and easement where all improvements within the setback are subject to the requirements of the Ketchum Municipal Code. Two conditions of approval have been included to add plat notes that address the specific purpose and restrictions of the riparian setback and easement and the reliance of the plat on the location of the ordinary high water mark and boundaries of the easement and floodplain.*
☒	☐	☐	**16.04.040.K**	**Sanitary Sewage Disposal Improvements: Central sanitary sewer systems shall be installed in all subdivisions and connected to the Ketchum sewage treatment system as a required improvement by the subdivider. Construction plans and specifications for central sanitary sewer extension shall be prepared by the subdivider and approved by the city engineer, council and Idaho health department prior to final plat approval. In the event that the sanitary sewage system of a subdivision cannot connect to the existing public sewage system, alternative provisions for sewage disposal in accordance with the requirements of the Idaho department of health and the council may be constructed on a temporary basis until such time as connection to the public sewage system is possible. In considering such alternative provisions, the council may require an increase in the minimum lot size and may impose any other reasonable requirements which it deems necessary to protect public health, safety and welfare.**
			Findings	*As shown on Sheet 1 of the plat, there is a main sewer line existing along the southern end of the property. No additional central sewer improvements are required for the development.*
☒	☐	☐	**16.04.040.L**	**Water System Improvements: A central domestic water distribution system shall be installed in all subdivisions by the subdivider as a**

				required improvement. The subdivider shall also be required to locate and install an adequate number of fire hydrants within the proposed subdivision according to specifications and requirements of the city under the supervision of the Ketchum fire department and other regulatory agencies having jurisdiction. Furthermore, the central water system shall have sufficient flow for domestic use and adequate fire flow. All such water systems installed shall be looped extensions, and no dead end systems shall be permitted. All water systems shall be connected to the municipal water system and shall meet the standards of the following agencies: Idaho department of public health, Idaho survey and rating bureau, district sanitarian, Idaho state public utilities commission, Idaho department of reclamation, and all requirements of the city.
			Findings	*The project is connecting to the city's water system as required. There are main water lines within Hwy 75, River Street, and Leadville Ave where connections will be made. As part of the project, Leadville Ave is being regraded, which caused the depth of the main water line in Leadville to be insufficient for city standards. As required by the city's right-of-way and utility standards, the water line has since been relocated to the required depth. No additional domestic water improvements are required for the project.*
☒	☐	☐	**16.04.040.M**	**Planting Strip Improvements: Planting strips shall be required improvements. When a predominantly residential subdivision is proposed for land adjoining incompatible uses or features such as highways, railroads, commercial or light industrial districts or off street parking areas, the subdivider shall provide planting strips to screen the view of such incompatible features. The subdivider shall submit a landscaping plan for such planting strip with the preliminary plat application, and the landscaping shall be a required improvement.**
			Findings	*As part of the PUD/CUP approval, additional landscaping on adjacent properties across Leadville were required to ensure adequate screening of adjacent uses. A landscape plan has been reviewed and approved by the adjacent property owners and the city. Improvements will be completed with the Leadville Ave reconstruction.*
☒	☐	☐	**16.04.040.N**	**Cuts, Fills, And Grading Improvements: Proposed subdivisions shall be carefully planned to be compatible with natural topography, soil conditions, geology and hydrology of the site, as well as to minimize cuts, fills, alterations of topography, streams, drainage channels, and disruption of soils and vegetation. The design criteria shall include the following:** **1. A preliminary soil report prepared by a qualified engineer may be required by the commission and/or council as part of the preliminary plat application.** **2. Preliminary grading plan prepared by a civil engineer shall be submitted as part of all preliminary plat applications. Such plan shall contain the following information:**

				a. Proposed contours at a maximum of five foot (5') contour intervals. **b. Cut and fill banks in pad elevations.** **c. Drainage patterns.** **d. Areas where trees and/or natural vegetation will be preserved.** **e. Location of all street and utility improvements including driveways to building envelopes.** **f. Any other information which may reasonably be required by the administrator, commission or council to adequately review the affect of the proposed improvements.** **3. Grading shall be designed to blend with natural landforms and to minimize the necessity of padding or terracing of building sites, excavation for foundations, and minimize the necessity of cuts and fills for streets and driveways.** **4. Areas within a subdivision which are not well suited for development because of existing soil conditions, steepness of slope, geology or hydrology shall be allocated for open space for the benefit of future property owners within the subdivision.** **5. Where existing soils and vegetation are disrupted by subdivision development, provision shall be made by the subdivider for revegetation of disturbed areas with perennial vegetation sufficient to stabilize the soil upon completion of the construction. Until such times as such revegetation has been installed and established, the subdivider shall maintain and protect all disturbed surfaces from erosion.** **6. Where cuts, fills, or other excavations are necessary, the following development standards shall apply:** **a. Fill areas shall be prepared by removing all organic material detrimental to proper compaction for soil stability.** **b. Fills shall be compacted to at least ninety five percent (95%) of maximum density as determined by AASHO T99 (American Association of State Highway Officials) and ASTM D698 (American standard testing methods).** **c. Cut slopes shall be no steeper than two horizontal to one vertical (2:1). Subsurface drainage shall be provided as necessary for stability.** **d. Fill slopes shall be no steeper than three horizontal to one vertical (3:1). Neither cut nor fill slopes shall be located on natural slopes of three to one (3:1) or steeper, or where fill slope toes out within twelve feet (12') horizontally of the top and existing or planned cut slope.** **e. Toes of cut and fill slopes shall be set back from property boundaries a distance of three feet (3'), plus one-fifth (1/5) of the height of the cut or the fill, but may not exceed a horizontal distance of ten feet (10'); tops and toes of cut and fill slopes shall be set back from structures at a distance of at least six feet (6'), plus one-fifth (1/5) of the height of the**

				cut or the fill. Additional setback distances shall be provided as necessary to accommodate drainage features and drainage structures.
			Findings	*As noted above, no new streets are proposed with the subdivision. All on-site drainage is being accommodated on-site and is being constructed per the approved civil engineering plans associated with the building permit approval. All drainage improvements within city rights-of-way have been designed to meet city standards and have been reviewed and approved by the City Engineer.*
☒	☐	☐	**16.04.040.O**	**Drainage Improvements: The subdivider shall submit with the preliminary plat application such maps, profiles, and other data prepared by an engineer to indicate the proper drainage of the surface water to natural drainage courses or storm drains, existing or proposed. The location and width of the natural drainage courses shall be shown as an easement common to all owners within the subdivision and the city on the preliminary and final plat. All natural drainage courses shall be left undisturbed or be improved in a manner that will increase the operating efficiency of the channel without overloading its capacity. An adequate storm and surface drainage system shall be a required improvement in all subdivisions and shall be installed by the subdivider. Culverts shall be required where all water or drainage courses intersect with streets, driveways or improved public easements and shall extend across and under the entire improved width including shoulders.**
			Findings	*As noted above, no new streets are proposed with the subdivision. All on-site drainage is being accommodated on-site and is being constructed per the approved civil engineering plans associated with the building permit approval. All drainage improvements within city rights-of-way have been designed to meet city standards and have been reviewed and approved by the City Engineer.*
☒	☐	☐	**16.04.040.P**	**Utilities: In addition to the terms mentioned in this section, all utilities including, but not limited to, electricity, natural gas, telephone and cable services shall be installed underground as a required improvement by the subdivider. Adequate provision for expansion of such services within the subdivision or to adjacent lands including installation of conduit pipe across and underneath streets shall be installed by the subdivider prior to construction of street improvements.**
			Findings	*All utilities are installed underground as required. Gas meters and transformers are located above ground as required by the utility companies, both of which are located along Leadville Ave.*
☒	☐	☐	**16.04.040.Q**	**Off Site Improvements: Where the offsite impact of a proposed subdivision is found by the commission or council to create substantial additional traffic, improvements to alleviate that impact may be required of the subdivider prior to final plat approval, including, but not limited to, bridges, intersections, roads, traffic control devices, water mains and facilities, and sewer mains and facilities.**

			Findings	*The PUD/CUP and Design Review approvals required a variety of off-site improvements including the regrading and snow melting of Leadville Ave and intersection of Leadville and River Streets and proportionate financial contribution to the undergrounding of power lines along Leadville Ave (completed). All off-site improvements are being completed as required and as shown on the approved civil plans associated with the Building Permit.*
☐	☐	☒	**16.04.040.R**	**Avalanche And Mountain Overlay: All improvements and plats (land, planned unit development, townhouse, condominium) created pursuant to this chapter shall comply with City of Ketchum Avalanche Zone District and Mountain Overlay Zoning District requirements as set forth in Title 17 of this Code.**
			Findings	*N/A as this property is not located within the Avalanche Zone or Mountain Overlay.*
☒	☐	☐	**16.04.040.S**	**Existing natural features which enhance the attractiveness of the subdivision and community, such as mature trees, watercourses, rock outcroppings, established shrub masses and historic areas, shall be preserved through design of the subdivision.**
			Findings	*As noted above, a Major Riparian Floodplain Development Permit was reviewed and approved for the project to address all restoration and vegetation activities associated with the project.*

CONCLUSIONS OF LAW

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

2. The Commission has authority to review and recommend approval of the applicant's Condominium Subdivision Preliminary Plat Application pursuant to Chapter 16.04 of Ketchum Code Title 16.

3. The City of Ketchum Planning Department provided notice for the review of this application in accordance with Ketchum Municipal Code §16.04.030.

4. The Condominium Subdivision Preliminary Plat application is governed under Chapter 16.04 of Ketchum Municipal Code.

5. The Subdivision Preliminary Plat application meets all applicable standards specified in Title 16 of Ketchum Municipal Code.

DECISION

THEREFORE, the City Council approves the 300 E River St Condominiums Preliminary Plat Application File No. P25-057 this Thursday, July 9, 2026, subject to the following conditions of approval.

CONDITIONS OF APPROVAL

1. This preliminary plat application is subject to all conditions of approval for PUD/CUP P08-007, Design Review P22-059A, Amended and Restated Development Agreement (Instrument #630816) as amended, Floodplain Development Permit P25-046, and the ROW Encroachment Agreement as approved by City Council.
2. Prior to final plat approval, the plat shall be revised to add the following plat notes:
   a. A 25' wide scenic easement measured horizontally from the edge of the ordinary high water mark is granted as shown hereon, 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. Said easement shall shift in accordance with the location of the channel and its ordinary high-water mark
   b. The 100-year floodplain line, ordinary high water and setbacks are subject to change with updated flood studies by FEMA and changes in the course of the river over time. This plat reflects the current conditions but should not be relied upon as the definitive source for this information
   c. No parking space may be condominiumized or sold separate from a condominium unit
4. Failure to record a Final Plat within two (2) years of Council's approval of a Preliminary Plat shall cause the Preliminary Plat to be null and void.

Findings of Fact adopted this 9th day of July 2026.

Pete Prekeges, Mayor
City of Ketchum

Administrative Appeal Notice: Applicant has the opportunity, pursuant to Ketchum City Code 17.20.030(F) and 17.144, 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.

CITY OF KETCHUM
City Hall
office: 208.726.3841
participate@ketchumidaho.org
P.O. Box 2315, 191 5th Street West, Ketchum, ID 83340
ketchumidaho.org

CITY COUNCIL MEETING AGENDA MEMO

Meeting Date:	July 9, 2026	Staff Member/Dept:	Paige Nied, Associate Planner Planning and Building Department

Agenda Item: Recommendation to hold a public hearing and conduct the second reading of Ordinance 1276, amendment to section 16.03.020.F of the Land Development Code to add "Cultural Facility" as a conditional use in the Light Industrial No. 2 Zone District.

Recommended Motion:

"I move to approve the second reading of Ordinance 1276 and read by title only."

Reasons for Recommendation:

- The applicant is proposing to add "Cultural Facility" as a conditional use in the Light Industrial No. 2 Zone District in the Table of Permitted Uses in Ketchum Municipal Code ("KMC") 16.03.020.F.
- The Planning and Zoning Commission held a public hearing at their regularly scheduled meeting on May 20, 2026. The Commission provided a unanimous recommendation to City Council to add "Cultural Facility" as a conditional use in the LI-2 Zone. The Commission found that:
  - Adding "Cultural Facility" as a conditional use in the LI-2 is supported by the 2025 Comprehensive Plan & Future Land Use Plan
  - The conditional use permit process provides a mechanism for site specific-review and allows the City to evaluate cultural facilities proposed in the LI-2 zone on their individual merits, including operational characteristics, parking, traffic generation, compatibility with adjacent uses, and comprehensive plan conformance.
  - The amendment provides a balanced approach that preserves opportunities for industrial uses while also supporting the retention and growth of Ketchum's art and cultural institutions.
- The City Council held a public hearing and conducted the first reading of Ordinance 1276 during their regular meeting on June 25, 2026. During the meeting, the Council expressed interest in establishing guardrails for the cultural facility use to preserve the industrial character of the LI-2 zone. After reviewing the proposed text amendment and staff's analysis, the Council approved the first reading of Ordinance 1276 and directed staff to evaluate potential revisions that would address their concerns at the second reading.

Policy Analysis and Background:

BACKGROUND

The City Council held a public hearing and conducted the first reading of Ordinance 1276 during their regular meeting on June 25, 2026. A recording of the Council meeting can be watched here and the staff report from that meeting is included as Attachment 3. During the meeting, Councilmember McGraw expressed concerns regarding the potential conflict of uses and gradual erosion of the Light Industrial No. 2

(LI-2) Zone District's industrial character with the introduction of a new non-industrial use. Council discussed whether additional limitations should be incorporated into the ordinance. Specifically, Council requested that staff evaluate a square footage limitation for cultural facilities in the LI-2. There was also discussion on the Council having purview over these applications by serving as the decision-making body rather than the Planning & Zoning Commission. After reviewing the proposed text amendment and staff's analysis, the Council unanimously approved the first reading of Ordinance 1276 and directed staff to evaluate potential revisions that would address their concerns at the second reading.

Since the meeting, staff met with Councilmember McGraw to discuss the Council's direction. He indicated that a blanket square footage cap on cultural facilities may not be the most effective approach and that a more targeted restriction focused on public benefit may better address the Council's policy objectives. Under this concept, the conditional use permit (CUP) would only be available to applicants meeting specific public benefit criteria and demonstrating that their operations and programming serve community benefit and are offered at low or no cost.

Staff subsequently consulted with the City Attorney Matthew Johnson to evaluate the feasibility and policy implications of a public benefit requirement as the primary mechanism for limiting cultural facilities in the LI-2. The City Attorney confirmed that the Planning and Zoning Commission already has authority through the existing CUP process to impose additional requirements, restrictions, and conditions on a proposed use. As a result, project-specific concerns can be addressed through tailored conditions of approval, separate from any additional ordinance standards the Council may choose to adopt. The City Attorney also advised that formalizing a "public benefit cultural facility" standard would carry broader policy implications that would need to be addressed through additional text amendments, including introducing it as a new distinct use category and establishing eligibility criteria and operational standards.

Accordingly, the policy question before the Council is not whether cultural facilities may be appropriate as a conditional use within the LI-2, but whether additional standards should be incorporated into the Land Development Code beyond the existing CUP process.

OPTIONS FOR COUNCIL CONSIDERATION

Option 1: Approve the Text Amendment as Proposed

Under this option, the Council would proceed with approving the second and third readings of Ordinance 1276 without modification, adding cultural facility as a conditional use in the LI-2 subject to the existing CUP review process.

This approach relies on the existing CUP framework and the Planning and Zoning Commission's ability to evaluate each application on its individual merits, determine whether it satisfies the CUP criteria, impose use-specific conditions necessary to ensure compatibility, or deny applications that fail to meet the required findings. Examples of conditions that could be imposed through the CUP process include:

- A notification to patrons regarding the property's location within an active industrial area
- Limiting the hours or frequency of outdoor events to minimize conflicts with surrounding industrial uses
- Requiring operational measures to ensure compatibility with adjacent industrial uses
- Requiring periodic review of the use's ongoing compatibility

The CUP process already requires findings that a proposed use is consistent with the comprehensive plan, compatible with surrounding uses, and will not adversely impact adjacent properties. Because the Planning

and Zoning Commission may impose conditions tailored to the specific proposal, the existing CUP process provides flexibility to address site-specific impacts without adopting additional regulations.

This option preserves the momentum on the current ordinance schedule while allowing the policy to be evaluated in practice prior to the anticipated review of the light industrial zones during Installment 3 of the Land Development Code update. Therefore, the Council has the ability to revisit this decision and evaluate whether the policy is functioning as intended or if additional restrictions to limit the use are necessary. This option is staff's recommended path forward for Council.

Option 2: Direct Staff to Evaluate and Draft Further Amendments
Under this option, the Council would defer action on the ordinance and direct staff to conduct further analysis and develop ordinance amendments incorporating more targeted limitations on cultural facilities in the LI-2.

Potential amendment concepts include:

- **Public benefit cultural facility use category.** Staff could evaluate establishing a new land use classification for public benefit cultural facilities. To be enforceable, this approach would require defining eligibility criteria (e.g. nonprofit status, programming accessibility, demonstrated community benefit) and operational standards. It would also need to be determined whether and how ongoing compliance would be monitored and what remedies apply if an approved use no longer satisfies those requirements. While this approach regulates the character of the use, it does not by itself limit the number of cultural facilities in the LI-2.
- **Limitation on number of cultural facilities in the LI-2.** Staff could evaluate establishing a maximum number of cultural facility CUPs permitted within the LI-2. This would utilize a framework similar to a taxi medallion policy where the City would create a limit on the number of cultural facilities in the LI-2 through a medallion system where only a limited amount is issued. Such approach would require developing standards regulating permit issuance, administration, expiration, and transferability.
- **Council as decision-making authority.** Staff could draft amendments revising the City's CUP procedures or create a use-specific CUP process that would designate the City Council rather than the Planning and Zoning Commission as the decision-making body for cultural facilities in the LI-2.

Option 2 requires significant due diligence by staff and legal review and would effectively pause the current ordinance process. Because the scope of the ordinance would materially change, staff would also re-notice Ordinance 1276 to ensure the adequate public notice of the new amendments. If this is Council's preferred option, staff requests specific direction regarding which concepts should be developed further.

STAFF RECOMMENDATION
Staff believes that the existing CUP framework provides sufficient safeguards to evaluate each proposed cultural facility on its individual merits and allowing the Commission to impose tailored conditions necessary to ensure compatibility with surrounding industrial uses. Therefore, staff recommends Option 1 of proceeding with approving the second and third readings of Ordinance 1276 as drafted to add "Cultural Facility" as a conditional use for the LI-2 Zone District. This is the second reading of Ordinance 1276. The Council has the following options on how to proceed:

- Approve the second reading
- Direct staff to evaluate and draft further amendments to Ordinance 1276
- Continue the second reading
- Deny the second reading

If the Council decides to move forward with Option 1, the Council has the choice to consolidate the second and third readings and adopt the ordinance at this hearing. If the Council elects not to waive the last reading, the third reading will be held at the next City Council meeting on July 23rd.

Sustainability Impact:

Ordinance 1276 may support the City's sustainability goals by facilitating the adaptive reuse of existing commercial and industrial buildings within the LI-2 Zone District. Reusing existing structures can reduce construction-related waste, conserve embodied energy, and promote efficient use of existing infrastructure. As a legislative amendment, the ordinance does not authorize a specific development project but may provide opportunities for sustainable reuse of existing buildings in the future.

Financial Impact:

None	There is no financial request to the City of Ketchum for Ordinance 1276 and therefore no budget implications.

Attachments:

1. Draft Ordinance 1276
2. Text Amendment Staff Report & Application Materials – May 20, 2026, Planning and Zoning Commission Meeting
3. June 25, 2026, City Council Meeting Staff Report: First Reading of Ordinance 1276
4. Public Comment From May 20, 2026, Planning and Zoning Commission Meeting
5. Public Comment From June 25, 2026, City Council Meeting

City of Ketchum

Attachment 1:
Draft Ordinance 1276

DRAFT ORDINANCE NO. 1276

AN ORDINANCE OF THE CITY OF KETCHUM, BLAINE COUNTY, IDAHO, AMENDING TITLE 16, THE LAND DEVELOPMENT CODE, OF THE KETCHUM MUNICIPAL CODE BY AMENDING: SECTION 16.03.020.F: TABLE OF PERMITTED USES, TO ADD "CULTURAL FACILITY" AS A CONDITIONAL USE IN THE LIGHT INDUSTRIAL NO.2 ZONE DISTRICT; PROVIDING A SAVINGS AND SEVERABILITY CLAUSE, PROVIDING A REPEALER CLAUSE; PROVIDING FOR PUBLICATION BY SUMMARY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Sun Valley Museum of Art submitted a text amendment application to add "Cultural Facility" as a conditional use in the Light Industrial No.2 (LI-2) Zone District; and

WHEREAS, cultural facilities may include uses such as museums, libraries, galleries, and similar community-serving uses that contribute to the economic and social vitality of the community; and

WHEREAS, the City recognizes arts and culture as an important community asset that supports economic development, tourism, community identity, and year-round activity; and

WHEREAS, allowing cultural facilities as a conditional use within the LI-2 District provides an opportunity for adaptive reuse of existing industrial and commercial buildings; and

WHEREAS, the Conditional Use Permit process provides the City the ability to evaluate each cultural facility proposed in the LI-2 Zone on its own merits, including operational characteristics, parking, traffic generation, compatibility with adjacent uses, and comprehensive plan conformance; and

WHEREAS, the amendment provides a balanced approach that preserves opportunities for industrial uses while also supporting the retention and growth of Ketchum's arts and cultural institutions; and

WHEREAS, the proposed amendment is supported by the 2025 Comprehensive Plan, does not conflict with other provisions of the Ketchum Municipal Code, and is consistent with the general purpose and intent of the Land Development Code; and

WHEREAS, the Planning and Zoning Commission held a public hearing on May 20, 2026, and provided a unanimous recommendation of approval on the ordinance to City Council,

WHEREAS, the City Council held public hearings and conducted three readings of Ordinance 1276 on _____, _____, and _____, resulting in approval of this ordinance; and

WHEREAS, the City Council hearings were duly noticed per the requirements of Idaho Code Section 67-6509; and

NOW, THEREFORE, BE IT ORDAINED BY THE MAYOR AND COUNCIL OF THE CITY OF KETCHUM

SECTION 1. AMENDMENT TO CHAPTER 16.03 – Use Regulations
Section 16.03.020.F – Table of Permitted Uses:

Table 16-7: Table of Permitted Uses

P = Permitted C = Conditional Use Permit required A = Accessory Blank Cell = use prohibited

	Residential								Commercial and Mixed-Use								Other	
	LR	LR-1	LR-2	GR-L	GR-H	STO-.4	STO-1	STO-H	T	T-3000	T-4000	CC - 1	CC - 2	LI-1	LI-2	LI-3	RU	AF
Public and Institutional																		
Community and Cultural Facilities																		
Cultural Facility									P			P	P		C		C	

SECTION 2. SAVINGS AND SEVERABILITY CLAUSE. If any section, paragraph, sentence or provision hereof of the application to any particular circumstances shall ever be held invalid or unenforceable, such holding shall not affect the remainder hereof, which shall continue in full force and effect and applicable to all circumstances to which it may validly apply.

SECTION 3. REPEALER CLAUSE. All City of Ketchum Ordinances or parts thereof which are in conflict herewith are hereby repealed.

SECTION 4. PUBLICATION. This Ordinance, or a summary thereof in compliance with Section 50-901A, Idaho Code, substantially in the form annexed hereto as "Exhibit A" shall be published once in the official newspaper of the City, and shall take effect immediately upon its passage, approval, and publication.

SECTION 5. EFFECTIVE DATE. This Ordinance shall be in full force and effect after its passage, approval and publication, according to law.

PASSED BY the CITY COUNCIL and APPROVED by the MAYOR of Ketchum, Idaho, on this _____ day of _____, 2026.

APPROVED:

_____
Peter Prekeges, Mayor

ATTEST:

_____
Trent Donat, City Clerk

PUBLICATION SUMMARY

DRAFT ORDINANCE 1276

AN ORDINANCE OF THE CITY OF KETCHUM, BLAINE COUNTY, IDAHO, AMENDING TITLE 16, THE LAND DEVELOPMENT CODE, OF THE KETCHUM MUNICIPAL CODE BY AMENDING: SECTION 16.03.020.F: TABLE OF PERMITTED USES, TO ADD "CULTURAL FACILITY" AS A CONDITIONAL USE IN THE LIGHT INDUSTRIAL NO.2 ZONE DISTRICT; PROVIDING A SAVINGS AND SEVERABILITY CLAUSE, PROVIDING A REPEALER CLAUSE; PROVIDING FOR PUBLICATION BY SUMMARY; AND PROVIDING AN EFFECTIVE DATE.

A summary of the principal provisions of Ordinance No. 1276 of the City of Ketchum, Blaine County, Idaho, adopted on _____ is as follows:

SECTION 1. Addition of "Cultural Facility" as a conditional use in the Light Industrial No. 2 Zone District.

SECTION 2. Provides a savings and severability clause.

SECTION 3. Provides a repealer clause.

SECTION 4. Provides for publication of this Ordinance by Summary.

SECTION 5. Establishes an effective date.

The full text of this Ordinance is available at the City Clerk's Office, Ketchum City Hall, 191 5th Street West, Ketchum, Idaho 83340 and will be provided to any citizen upon personal request during normal office hours.

ATTEST: APPROVED:

_____ _____

Trent Donat, City Clerk Pete Prekeges, Mayor

City of Ketchum

Attachment 2:

Text Amendment Staff Report & Application Materials – May 20, 2026, Planning and Zoning Commission Meeting

City of Ketchum
Planning & Building

STAFF REPORT
KETCHUM PLANNING AND ZONING COMMISSION
REGULAR MEETING OF MAY 20, 2026

PROJECT:	SVMOA – LI-2 Cultural Facility
FILE NUMBER:	Ordinance 1276: 16.03.020.F Use Regulations Amendment
APPLICATION:	Zoning Text Amendment (Applicant Initiated)
REPRESENTATIVE:	Heather O'Leary & James R Laski
ZONING:	Light Industrial District Number 2 (LI-2)
REVIEWER:	Paige Nied – Associate Planner
NOTICE:	A public meeting notice for the project was mailed to all political subdivisions, published in the Idaho Mountain Express, and posted in 3 public places (City Hall, Post Office, & Town Square) on May 5, 2026. A public meeting notice was posted to the City website and sent to other local papers and radio stations on April 29, 2026.

INTRODUCTION

The applicant is proposing to add the "Cultural Facility" use as a conditional use in the Light Industrial Number 2 (LI-2) Zone District in the Table of Permitted Uses in Ketchum Municipal Code ("KMC") 16.03.020.F. A copy of draft Ordinance 1276 is included as Attachment B. The text amendment only applies to the LI-2 Zone, and not the Light Industrial Number 1 (LI-1) or the Light Industrial Number 3 (LI-3) zones. See Figure 1 for a map of the LI zone district boundaries.

The applicant of this text amendment is looking to relocate the Sun Valley Museum of Art (SVMOA) to a property located in the LI-2. The museum is classified as "Cultural Facility", which is defined as, "An institution or the use of land for the display, preservation, or exhibition of art, scientific, cultural, or historical materials including, but not limited to, museums, libraries, or art galleries." Cultural facilities are not a permitted or conditional use in the LI-2 zone district.

BACKGROUND

The Light Industrial area contains three separate zoning districts: LI-1, LI-2, and LI-3. Each of the three zones serve distinct purposes and feature different permitted and conditional uses. The LI-1 is a transitional area between the Community Core Zone District and the LI-2, and it focuses on businesses and personal services, small light manufacturing, research and development, limited retail, and offices related to building, maintenance, and construction uses. The LI-2 is the city's primary light industrial area to provide suitable land for uses not appropriate in other commercial zones due to their industrial nature but provide essential or unique services to support the local economy and permanent year-round employment base. Uses include light manufacturing, wholesale trade and distribution, research and development, service industries, limited bulk retail, and offices related to building, maintenance, and construction. The LI-3 is a transitional area between the LI-2 and residential districts, including the Limited Residential and General Residential – Low Density Zone Districts. The LI-3 provides suitable locations for a permanent year-round employment base for uses including research and development, wholesale trade and distribution, technology industries, and offices related to building, maintenance, and construction uses.

The request to conditionally allow cultural facilities in the LI-2, as opposed to allowing cultural facilities by right, is intentional because it would require each proposal to be evaluated on its own merits and compatibility with the surrounding uses. Requiring approval through the conditional use permit process ensures that factors such as operational characteristics, compatibility with industrial uses, traffic generation, parking, and comprehensive plan conformance are considered on a case-by-case basis. This approach provides flexibility to accommodate

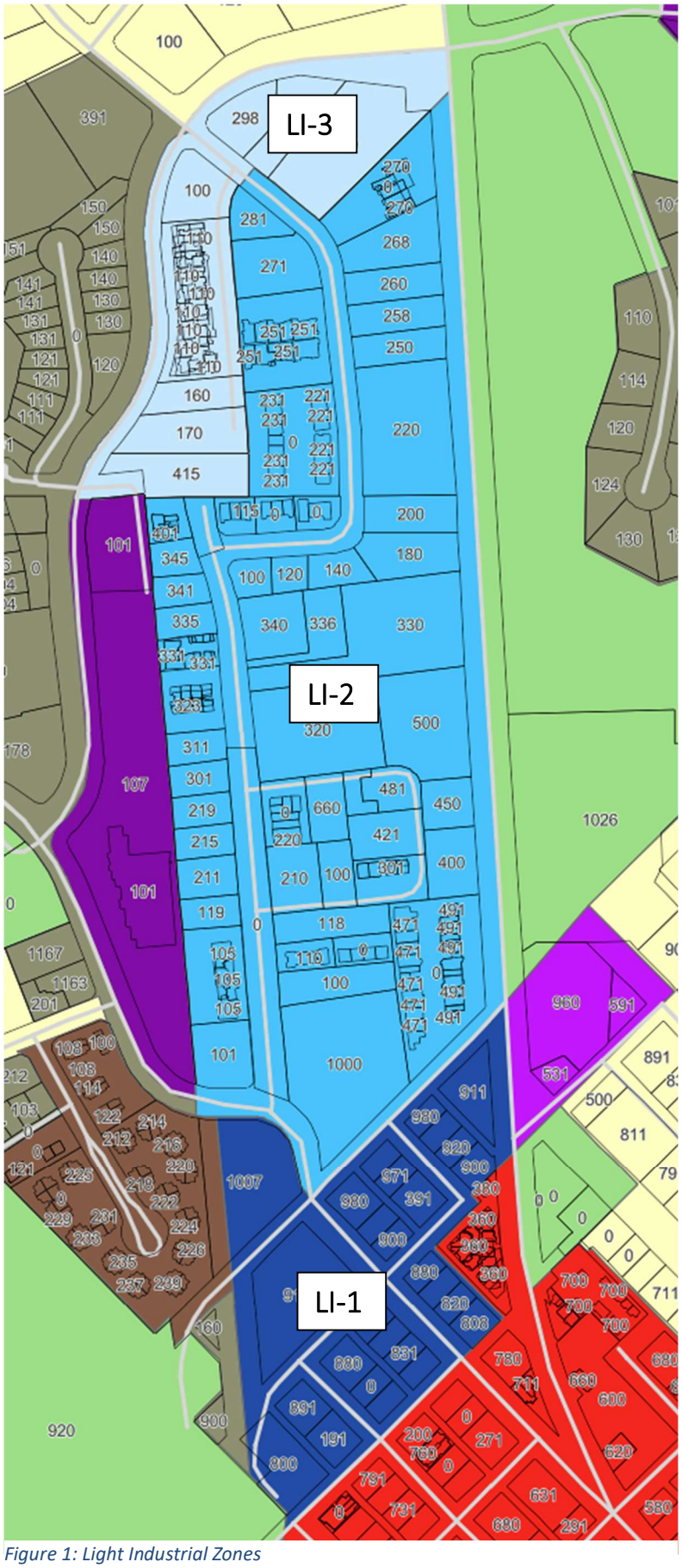


Figure 1: Light Industrial Zones

appropriate cultural facility uses while still preserving the primary industrial function and character of the LI-2 district.

ANALYSIS

KMC 16.07.070 governs amendments to Title 16 with KMC 16.07.070.A.4 outlining the three review criteria. In reviewing a code text amendment, the decision-making body shall consider whether the proposed amendment:

a) Is consistent with the comprehensive plan and other city policies;
b) Does not conflict with other provisions of this code or other provisions in the Ketchum Municipal Code; and
c) Is consistent with the general purpose and intent of this code.

The request advances many of the goals and policies of the 2025 Comprehensive Plan but may not forward others. Lively Arts and Culture Scene is identified as a core value in the plan, which states, "Our diverse range of year-round arts and cultural activities is a key community asset that we will continue to actively cultivate and promote" (page 16). The plan further emphasizes the importance of supporting and strengthening Ketchum's arts and cultural identity as an integral part of the community's character and economy.

The goals and policies supporting the request include Chapter 3, Policy BNE-1.6, which encourages the adaptive reuse of buildings to preserve existing commercial space. The proposed text amendment would allow cultural facilities to repurpose and occupy existing commercial space within the LI-2 Zone rather than construct a new facility elsewhere, supporting the continued use and reinvestment of existing structures. The request also aligns with Policy BNE-4.4, which aims to support legacy businesses and institutions that contribute to the community's history and identity and Policy E-1.1, which aims to support and retain existing local businesses and organizations. Museums, such as the SVMOA, are legacy establishments that have long served as a cultural and educational asset to the community for 55 years. Additionally, the proposal supports Policy ART-2.1, which strives to promote, encourage, and stimulate the growth of arts and cultural opportunities and Policy SHC-5.2, which highlights the importance of informal learning opportunities that serve all ages of the community. Cultural institutions offer a variety of classes, workshops, exhibitions, lectures, and events that engage and educate community members on arts and culture.

However, the request does not align with certain policies in the plan. The Economic Diversification section of Chapter 3 notes that Ketchum's industrial area is unique compared to many resort communities and states that the area "presents the opportunity for businesses in industries like small manufacturing and construction services/trades to locate in the city" (page 65), recognizing that industrial uses have historically been pushed out of many resort communities. The proposed amendment would introduce a new nonindustrial use into the LI-2, which could incrementally reduce the availability of land and space for traditional industrial and trade-related businesses that rely on this area for lower land costs, functional building layouts, and access for freight movement. Additionally, Strong and Diverse Economy Policy E-1.2 seeks to preserve existing industrial spaces to ensure local businesses have places to locate and thrive. While cultural facilities could reuse existing commercial buildings, broadly allowing these establishments as a conditional use could contribute to the long-term transition away from industrial uses. Lastly, Connected Transportation Network Policy T-1.7 emphasizes facilitating the orderly movement of goods (freight), and the introduction of cultural

facilities may increase visitor traffic and parking during certain times which could hinder light industrial movement.

The Future Land Use Map designates the LI district as the only mixed-use industrial area of Ketchum, which is intended to be a vital area for economic growth and entrepreneurial opportunity. The Comprehensive Plan describes the future vision for the Mixed-Use Industrial Area as follows:

> Mixed Use Industrial: The Mixed-Use Industrial (MUI) area is the workhorse of the community home to much of the non-restaurant and non-retail industry businesses, although those do exist in small amounts. Located just north of downtown from 9th Street to Saddle Rd along Lewis Street and Northwood Way, between Hwy 75 and Warm Springs Rd, the MUI is home to a wide range of businesses including but not limited to medical research companies, special events, warehouse and distribution, property management, construction, and specialty artisans. Small numbers of residential exist in the form of work/live, multi-family, and school dormitories spread inconsistently throughout the area with no common open space or gathering areas. Lots are generally larger in size with buildings situated at the center of lots surrounded by on-site parking or storage areas. Buildings are generally more industrial in nature with function being the driver of design rather than style. Off-street and on-street parking is heavily used as the area is only served by public transportation on the periphery.

The future vision outlined in the 2025 Comprehensive Plan for the MUI acknowledges the delicate balance of maintaining commercial use in this area, noting that "As legacy property ownership changes occur, it will be critical to encourage reuse of existing structures to retain businesses…" (Page 112). The proposed text amendment would ease restrictions on allowable locations for cultural facilities, such as museums like the SVMOA, which is a legacy establishment that has found it increasingly difficult to secure appropriate space in the Community Core. The plan includes primary uses for the MUI which includes the broad terms "workshops" and "studios" and it's reasonable to categorize these uses with certain types of cultural facilities, such as museums. While staff does not believe cultural facilities fully meet the intent of the primary uses in the MUI, staff does find the use to be appropriate as a conditional use where site-specific context, operational characteristics, and compatibility with surrounding uses can be evaluated.

The parking and transportation for the MUI states that off-street parking for proposed uses is a priority and the loading/unloading needs of businesses must be planned for and accommodated onsite and on public streets (pg. 113). The LI-2 is characterized by larger lots that often provide adequate off-street parking, which would meet the needs of the parking requirements for a cultural facility. In the Community Core and Tourist zones, where cultural facilities are permitted, nonresidential uses are required to provide 1 off-street parking space per 1,000 gross square feet and cultural facilities are not exempt from this parking requirement. Also, certain types of cultural facilities, such as museums, have operational needs that more compatible with the LI-2 zone, particularly related to loading/unloading activities. Museums frequently receive and install large-scale exhibits, artwork, and display materials that require truck access and loading areas. The LI-2 is generally better equipped to accommodate these functions due to its industrial character, wider streets, and service-oriented site layouts.

The primary and secondary uses should generate little traffic from tourists and the general public. While staff acknowledges that cultural facilities may generate more traffic than some industrial uses, the majority of patrons for this type of establishment are generally attending scheduled events or

programs. Traffic circulation for light industrial vehicles is critical to this zone but it should be noted that every new proposed use in the LI-2 must demonstrate compliance with the City's off-street parking requirements. In addition, the conditional use permit process provides for the evaluation of traffic impacts.

The MUL relationship of use speaks to mitigating the inherent conflicts between residential and light industrial uses and that less intensity commercial establishments such as an office can be used as transitions between these uses. Certain lots within the LI-2 are adjacent to high-density residential developments, such as Parkside to the southwest and Northwood Place to the north. These lots are in a transitional area that could cause potential conflicts between residential and light industrial uses due to impacts of machinery noise, odors and air quality, and visual aesthetics. The location of those lots in particular would be an instance where staff believes a cultural facility would be most appropriate in the LI-2, as they would provide a better buffer between industrial and residential uses.

As the Commission considers this request, staff sees it prudent to evaluate the existing context and future potential for the LI zone districts. Today, each zone in the LI District does feel unique and distinct. The LI-1 exists as a transition area between the Community Core and LI-2 while the LI-3 is a transition area between residential zoning and the LI-2. The transitional zones are a mix of small businesses, offices, food service, work/live and retail, while the LI-2 zone maintains the bulk of true industrial uses. At the same time, there are existing uses in the LI-2, such as The Spot performing arts theater and the Ochi Gallery, that already operate in a manner more comparable to a cultural facility as both establishments host events that attract patrons and greater visitor activity, traffic, and parking demand similar to what may occur with cultural facilities.

As the LI continues to evolve with property ownership turnover, the likelihood of more residential developing in the LI zones, particularly in the LI-2 zone is high. Multi-family is a conditional use in the LI zones provided there are ground floor industrial uses. Some of the vacant parcels are being looked at for housing, such as the Forest Service property. Although cultural facilities are not light industrial in nature, they are a more compatible use with residential and appropriate on the ground floor of a mixed-use building with residential above.

Overall, staff believes amending the code to allow the conditional use of cultural facilities in the LI-2 is generally supported by the Comprehensive Plan and would provide a balanced approach that preserves opportunities for industrial uses while also supporting the retention and growth of Ketchum's arts and cultural institutions. Staff finds that allowing the use through the conditional use permit process will ensure compatibility with surrounding uses and operational impacts can be evaluated on a case-by-case basis, while supporting and strengthening Ketchum's arts and cultural identity.

Staff Recommendation

Staff recommends the Commission review the application and make a recommendation of approval for Draft Ordinance 1276 to City Council.

The Commission has the following options for recommendations:

- Approval
- Approval with recommended revisions
- Denial

If the Commission would like additional information from staff or the applicant prior to making a recommendation, the Commission can move to continue the hearing.

Attachments:

A. Application and Supporting Documents
B. Draft Ordinance 1276
C. Public Comment

City of Ketchum
Planning & Building

OFFICIAL USE ONLY
File Number: Ordinance XXXX
Date Received: 4/15/26
By: GB
Fee Paid: TBD
Approved Date:
Denied Date:
By:

Application for Amendment to Zoning Code Title 17 or Subdivision Code Title 16

Submit Completed application to planningandbuilding@ketchumidaho.org Or hand deliver to Ketchum City Hall, 191 5th St. W. Ketchum, ID . If you have questions, please contact the Planning and Building Department at (208) 726-7801. To view the Development Standards, visit the City website at: www.ketchumidaho.org and click on Municipal Code.

APPLICANT INFORMATION
Name: Sun Valley Center for the Arts, Inc. DBA Sun Valley Museum of Art
Mailing Address: P.O. Box 656, Sun Valley, ID 83353
Phone: 208-726-9491
Representative: James R. Laski & Heather E. O'Leary
Phone: 208-725-0055
Mailing Address: P.O. Box 3310, Ketchum, ID 83340
AMENDMENT
Section of code to be amended: Section 16.03.020.F Table of Permitted Uses (Table 16-7)
Please describe the proposed change or amended language (attach separate sheet if necessary): By way of this Application, Applicant seeks a text amendment to Section 16.03.020.F Table of Permitted Uses (Table 16-7) to add "Cultural Facility" as a conditional use that is permitted in the LI-2 (Light Industrial District Number 2).
ADDITIONAL INFORMATION
Please describe any additional information, if necessary:
APPLICATION REQUIREMENTS
Applications should include the following: a) Narrative describing zoning amendment **See Attachment A** b) Description of how the Comprehensive Plan, Zoning Ordinance, and Subdivision Ordinance support the proposed change **See Attachment B** c) Proposed ordinance language showing all revisions suggested **See Attachment C**

Applicant agrees to observe all City ordinances, laws and conditions imposed. Applicant agrees to defend, hold harmless and indemnify the City of Ketchum, city officials, agents and employees from and for any and all losses, claims, actions, judgments for damages, or injury to persons or property, and losses and expenses caused or incurred by Applicant, its servants, agents, employees, guests and business invitees and not caused by or arising out of the tortuous conduct of city or its officials, agents or employees. Applicant certifies that s/he has read and examined this application and that all information contained herein is true and correct.

Applicant Signature Date

Once your application has been received, we will review it and contact you with next steps.
No further action is required at this time.

191 5th St. West | P.O. Box 2315 | Ketchum, ID 83340 | main 208.726.7801 | fax 208.726.7812

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ATTACHMENT A

Narrative Describing Proposed Amendment

The requested text amendment would only be applicable to the Light Industrial District 2 ("LI-2 District"), not the Light Industrial District 1 ("LI-1 District") or Light Industrial District 3 ("LI-3 District"), which serve distinct purposes and contain different permitted and conditional uses. For instance, the LI-1 District is a transition area between the Community Core and the LI-2 District and focuses on business and personal services. The LI-3 District is a transition area between the LI-2 District and surrounding neighborhoods and emphasizes technology industries, office-type employment and research and development. In contrast, the LI-2 District is the core industrial zone and focuses on providing essential or unique services to support the local economy and permanent year-round employment base. Cultural Facilities are best suited in the LI-2 District rather than the LI-1 District (which focuses on businesses and personal services) or the LI-3 District (which focuses on technology industries, office-type employment and research and development) because museums, libraries and art galleries generally offer essential and/or unique services that support the local economy as well as provide permanent year-round employment and tourism. Furthermore, since the programmatic uses of Cultural Facilities include displaying, preserving and exhibiting art, scientific, cultural and historical materials, such Facilities are consistent with Commercial Studios and Craft/Cottage Industries which are some of the current permitted uses in the LI-2 District.

The requested text amendment does not rezone any parcel, alter any dimensional standard, or change any permitted use. Rather, it only adds "Cultural Facility" as a conditional use for property zoned as LI-2 in Section 16.03.020.F Table of Permitted Uses (Table 16-7). The request to allow a Cultural Facility as a conditionally permitted use in the LI-2 District rather than a permitted use is intentional as it means that every proposed Cultural Facility in the LI-2 District would require individualized public notice and comment as well as approval from the City of Ketchum's Planning and Zoning Commission. Moreover, each conditional use permit application for a Cultural Facility would be evaluated on its merits with regards to location, scale, parking, access, and operational compatibility with adjacent industrial uses before being approved. As such, no Cultural Facility would be approved simply by virtue of the requested text amendment alone.

ATTACHMENT B

Description of How the Cohesive Ketchum Comprehensive Plan and Ketchum Land Development Code Support the Proposed Change

COHESIVE KETCHUM COMPREHENSIVE PLAN

The 2025 Cohesive Ketchum Comprehensive Plan, adopted September 11, 2025 (the "Comp Plan"), was adopted after the most extensive community consultation process in the City's recent planning history. It established arts and culture as a core value to be actively cultivated. In fact, the Comp Plan's Community Vision statement specifically states "We will be successful by creating, attracting, and delivering excellent jobs, education, healthcare, recreation, and cultural opportunities." *Comp Plan*, pg. 13. The Comp Plan directly supports the proposed amendment to add Cultural Facility as a conditional use in the LI-2 District. The proposed amendment implements the following adopted Core Values and Policies from the Comp Plan:

Chapter 2: Community Vision and Core Values—Lively Arts and Culture Scene (Page 16)	*"Ketchum knows that arts and culture are vitally important to our economy and quality of life — they tell our story . . . a thriving arts and cultural scene attracts visitors and benefits local restaurants, lodging, and retailers. Our diverse range of year-round arts and cultural activities is a key community asset that we will continue to actively cultivate and promote."* This Section of the Comp Plan identifies arts and culture as a core value to be actively cultivated. The LI-2 District contains large footprint buildings that are well-suited to be used as Cultural Facilities. This is particularly true at the LI-2 District's southern boundary, which is adjacent to the Tourist Zone. Section 16.03.020.F Table of Permitted Uses currently offers no pathway for Cultural Facilities to be in the LI-2 District thereby creating a gap between the Comp Plan's stated values and the City Code's actual permissions. Additionally, although the Comp Plan includes "Goal Art-2: Build Ketchum's identity as a cultural hub by increasing the visibility of the arts and cultural activities in the community", there is a conflict with other goals in the Comp Plan that emphasize, in several places, the importance of preserving the existing character of the Downtown District and preventing the "erosion of the 'funkiness' that has set Ketchum's character apart from other mountain towns." *Comp Plan*, pgs., 28, 47, 89. The proposed amendment closes that gap and is consistent with the Comp Plan as it protects the integrity of the Downtown District while still allowing the expansion of Cultural Facilities, which require larger scale buildings with potentially more modern design. Indeed, the LI-2 District offers the most practical and reasonable location for accommodating more prominent cultural and arts programming while still protecting the cherished scale and

	character of the Downtown District. Moreover, Cultural Facilities include, but are not limited to, museums, libraries and art galleries, and generally offer essential or unique services to support the local economy and permanent year-round employment, which further promotes the goals of the Comp Plan.
Chapter 2: Community Vision and Core Values—— Strong and Diverse Economy (Page 17)	*"Ketchum will establish a stable and resilient economy by fostering innovation and entrepreneurship . . . We welcome new companies and acknowledge that strong partnerships between the City and the private and non-profit sectors are essential to Ketchum's economic success."* Cultural Facilities generate measurable economic activity such as visitor spending, extended stays, and increased foot traffic for adjacent businesses while also contributing to the quality-of-life amenities that attract and retain the year-round workforce that Ketchum's economy depends on. Allowing Cultural Facilities to be conditionally permitted in the LI-2 District supports economic diversification consistent with this core value.
Chapter 2: Community Vision and Core Values—Vibrant Downtown (Page 18)	*"Enhancements and efforts to support events, the arts, and Ketchum's history and culture will make downtown an even stronger community asset."* The LI-2 District is adjacent to the Tourist Zone and within walking distance of the Downtown District. Cultural Facilities in the LI-2 District would extend the active civic corridor northward and create year-round destinations that serve residents and visitors alike. Allowing Cultural Facilities to be conditionally permitted in the LI-2 District directly supports the Comp Plan's goal as it promotes a vibrant, arts-enriched community while at the same time protecting the scale and character of the Downtown District. Furthermore, since Cultural Facilities are often large in scale but have low-intensity use per square foot, their economic viability depends upon affordable land/buildings. The current economics of the Downtown District generally preclude any new Cultural Facilities, which is why conditionally permitting them in the LI-2 District is a sensible way to effectively implement the Comp Plan's objectives.
Chapter 3: Goals and Policies—Distinctive Built and Natural Environment (Page 30)	*Policy BNE-1.5: Context-Sensitive Development → "Require infill and redevelopment projects to be tailored to the surrounding neighborhood context and applicable future land use categories."* Given the Comp Plan's priority in maintaining compatibility within the contextual and built environments of the City, expansion of Cultural Facilities in the Tourist Zone and/or Community Core (where they are currently permitted uses) would run counter to Policy BNE-1.5. In contrast, the LI-2 District would allow for enhanced consistency in that zoning district as it already has compatible scale and massing of existing sites.

Chapter 3: Goals and Policies—Distinctive Built and Natural Environment (Page 30)	*Policy BNE-1.6: Adaptive Reuse→"Encourage adaptive reuse of buildings as a preferred alternative to demolition to maintain community character and preserve existing housing and commercial space."* The LI-2 District contains buildings with large floor plans and high ceilings that are well-suited for adaptive reuse as Cultural Facilities. Allowing Cultural Facilities to be conditionally permitted in the LI-2 District enables institutions to occupy and reimagine existing structures rather than requiring demolition or new construction, which is precisely the outcome that Policy BNE-1.6 was designed to achieve and which is economically unfeasible in the Tourist Zone and Community Core where Cultural Facilities are currently permitted.
Chapter 3: Goals and Policies—Distinctive Built and Natural Environment (Page 30)	*Policy BNE-1.7: Transition Areas→ "Where neighborhoods have density or use transitions, such as low-density residential to medium-density residential or commercial uses to residential uses . . . "* The southern edge of the LI-2 District, where it meets the Tourist Zone, is a transition area. Cultural Facilities — which are civic in nature, low in operational impact, compatible with both recreational and light industrial neighbors — are an appropriate transitional use at this boundary. The conditional use process ensures that each application for a proposed Cultural Facility in the LI-2 District is reviewed for context-sensitive compatibility.
Chapter 3: Goals and Policies—Lively Arts and Culture Scene (Page 46)	*"Ketchum encourages and supports area arts and cultural organizations, programs, and facilities as essential elements to a balanced, sustainable, and healthy community . . . Building Ketchum's identity as a cultural hub by increasing the visibility of the arts and cultural activities."* This Section of the Comp Plan identifies arts and culture as a core value to be actively cultivated. The LI-2 District contains large footprint buildings that are well-suited to be used as a Cultural Facility. This is particularly true at the LI-2 District's southern boundary, which is adjacent to the Tourist Zone. Section 16.03.020.F Table of Permitted Uses currently offers no pathway for Cultural Facilities to be located in the LI-2 District thereby creating a gap between the Comp Plan's stated values and the City Code's actual permissions. The proposed amendment closes that gap.
Chapter 3: Goals and Policies—Education Goal SHC-5: Increase Educational Opportunities for Life-Long Learning	*Policy SHC-5.1: Coordination with Schools→"Coordinate with Ketchum's public and private schools to serve community educational needs."* Cultural Facilities include, but are not limited to, museums, libraries and art galleries. Such Facilities generally offer diverse programming to serve community educational needs. The LI-2 District is in close

(Page 64)	proximity to the City's public school. Allowing Cultural Facilities to be conditionally permitted in the LI-2 District greatly facilitates the coordination with the City's school for supplementing arts and cultural education programs.
Chapter 3: Goals and Policies—Education Goal SHC-5: Increase Educational Opportunities for Life-Long Learning (Page 64)	*Policy SHC-5.2: Life-Long Learning Opportunities →"Recognize and encourage informal learning opportunities sponsored by a wide range of organizations."* The LI-2 District is an advantageous zone for advancing opportunities to serve life-long learners with accessible arts programming and classes, workshops and other offerings in the arts and culture space because the buildings in this District can better accommodate larger groups and capacity for more varied offerings. Additionally, there is convenient access to public transportation at the southern end of the LI-2 District which makes it particularly successful in meeting the needs of seniors and youth who are reliant on public transportation such as Mountain Rides.
Chapter 3: Goals and Policies—Strong and Diverse Economy (Page 67)	• *"Support and attract entrepreneurs and businesses that diversify and sustain the local economy and level out seasonal fluctuations"* • *Strengthen Ketchum's economic base through the coordinated management of tourism destinations and expansion of visitation seasons"* The LI-2 District contains large footprint buildings that are well-suited to accommodate Cultural Facilities which can offer robust cultural programming options and a greater diversity of events or other activities during slack seasons to generate and maintain resident and visitor activity throughout the year and to also help sustain local businesses. This also promotes the Comp Plan's Goal E-2 to "continue to support our tourism economic base through coordinated management of tourism destinations and expansion of visitation seasons."
Chapter 4: Growth Framework: Mixed-Use Industrial (MUI) (Page 112)	The mixed-use industrial area provides opportunities for economic development, tourism and jobs. The LI-2 District is particularly suited to conditionally permitting Cultural Facilities as some of the desired characteristics of mixed-use neighborhoods are the introduction of public amenities and gathering spaces. Additionally, Cultural Facilities include, but are not limited to, museums, libraries and art galleries, which generally offer essential or unique services to support the local economy and permanent year-round employment, which are the primary purposes of the LI-2 District.

KETCHUM LAND DEVELOPMENT CODE

The Ketchum Land Development Code, effective January 1, 2026 (the "Code"), specifically states that the regulations set forth therein "are designed for the purpose of promoting health, safety, and general welfare of the present and future inhabitants of Ketchum, Idaho, by accomplishing, among others . . . Implement[ing] the Comprehensive Plan." *Code,* pg. 1. The Code specifically states that the purpose of the LI-2 District is "established to provide suitable land for uses that are not appropriate in other commercial zones due to their light industrial nature, but that provide an essential or unique service to support the local economy and permanent year-round employment." *Id*., pg. 24.

A. The Code Does Not Currently Reflect the Comp Plan

Currently, the Code does not fully implement the Comp Plan's policies into the LI-2 District. For instance, although Section 16.03.020.F Table of Permitted Uses (Table 16-7) allows a broad range of light industrial, commercial, and residential uses in the LI-2 District — including work/live units, craft studios, automotive services, and warehousing — it currently does not allow Cultural Facilities of any kind. Thus, the Code does not anticipate the growth in Cultural Facilities required or encouraged by the Comp Plan and since there are very limited and diminishing opportunities to implement the Comp Plan, as it relates to Cultural Facilities, it is important to rectify this gap. This is especially true because the LI-2 District contains some of the only large footprint, high-clearance buildings in Ketchum that are capable of accommodating a Cultural Facility. Additionally, the LI-2 District has more parking options to accommodate Cultural Facilities than the Community Core and most of the Tourist Zone. As stated above, the LI-2 District's southern boundary directly abuts the Tourist Zone and the YMCA — a corridor that the Comp Plan identifies as an appropriate location for arts and history integration. The requested text amendment is necessary because if there is not a pathway to allow Cultural Facilities in the LI-2 District, the Comp Plan's vision for arts and culture cannot be fully realized in the zoning areas where Cultural Facilities are allowed. Currently, the Tourist District and Community Core Districts are the only zones where Cultural Facilities are permitted. However, there are limited opportunities for growth of Cultural Facilities in those areas due, in large part, to conflicting pressures in the Comp Plan to maintain the scale and character of those areas as well as the "funkiness" of the Downtown District and the lack of available sites in the Tourist District and Community Core Districts that could accommodate a Cultural Facility. Therefore, expansion of Cultural Facilities into the LI-2 District is not only appropriate but is necessary.

B. The Requested Text Amendment Seeks a Minimal Change to the Code

The requested text amendment which seeks to allow Cultural Facilities as a conditionally permitted use in the LI-2 District only adds one use category to the LI-2 District Use Matrix. Notably, it does not alter any dimensional standard, height limit, setback, density, or other development regulation. Moreover, it does not change the LI-2 District's purpose, character or primary use profile and it does not preclude any currently permitted or conditional use. This is a deliberate choice grounded in sound planning practice as follows:

- Individual Application Review: Every Cultural Facility that is proposed in the LI-2 District will be subject to full public notice, hearing, and conditional use criteria evaluation. No project would be approved by the requested text amendment alone.

- Conditions of Approval: The conditional use application process allows the City to attach conditions specific to each proposal — addressing parking, hours, access, lighting, signage, and compatibility with adjacent industrial uses — calibrated to the actual site and operational context.

- Applicant Accountability: Conditional use approval is tied to a specific applicant, use, and operational description. Changes in use or operation require amending a conditional use permit or applying for a new permit altogether.

- No Spot Zoning: The requested text amendment applies to the LI-2 District as a whole, creating a use category available to any qualifying applicant. It does not create a zone within a zone, rezone a specific parcel, or confer site-specific entitlements. Rather, it is a use-matrix addition, not a zoning map change.

C. Cultural Facilities Are Compatible With the LI-2 District and Surrounding Areas

Cultural Facilities are compatible with the LI-2 District as a whole and particularly well-suited to the District's transitional southern edge. The following analysis addresses compatibility systematically:

Factor	Analysis
Traffic and Freight	Cultural Facilities generate passenger vehicle and pedestrian traffic only — no heavy freight, delivery trucks, or industrial vehicle movements. This is a materially lower-impact than most permitted uses in the LI-2 District. Additionally, Cultural Facilities tend to have periodic rather than continuous use and often have low-traffic generation per square foot.
Noise and Odor	Cultural Facilities produce no industrial noise, machinery, or odor. Gallery and museum operations are quiet uses compatible with any adjacent context.
Hazardous Materials	Cultural Facilities do not generate or store hazardous materials. Adaptive reuse of existing industrial buildings for cultural use reduces, not increases, chemical and fire risk on the site.
Hours of Operation	Cultural Facilities experience peak usage during the evening hours and weekends — periods when adjacent industrial uses are typically inactive. This creates

	complementary rather than competing peak-use periods as Cultural Facilities would not conflict with operations, traffic and parking demands of adjacent industrial uses.
Industrial Neighbor Compatibility	A Cultural Facility does not conflict with the light industrial operations typical of the LI-2 District such as workshops, studios, services, work/live units. In fact, many of the programmatic uses of Cultural Facilities, such as artist workshops, studios, maker's spaces and other activities where fabrication, assembly and production of artwork take place, are consistent with the other permitted uses in the LI-2 District. For instance, Commercial Studios are a permitted use in the LI-2 District and allow work spaces "for artists and artisans, including individuals practicing, teaching, or demonstrating in one of the fine arts or performing arts, or skilled in an applied art or craft." Likewise, Instructional Services, which are conditionally permitted in the LI-2 District, include but are not limited to the following services: "music, painting, ceramics, photography, fiber arts, educational tutoring facilities, handicraft, or hobby instruction." And, the conditional use process provides the tool to evaluate any specific adjacency concerns project by project.
Tourist Zone Adjacency	The southern boundary of the LI-2 District abuts the Tourist Zone, which the Comp Plan envisions as a corridor for arts, history, and community gathering. Cultural Facilities at this boundary are the uses that are most directly aligned with the Comp Plan's vision for this transition area. The conditional use process ensures that each proposal is reviewed in its specific locational context.

D. Availability of Existing Infrastructure Supports Cultural Facilities in the LI-2 District

Notably, Cultural Facilities, as a use type, generally have less impact than the currently permitted uses in the LI-2 District. The following analysis addresses the infrastructure context

applicable to Cultural Facility uses in the LI-2 District:

- Water and Sewer: The LI-2 District is served by existing City water and sewer infrastructure. Cultural Facility uses, which include galleries, offices, education, and event space, generate significantly less water and sewer demand than manufacturing, laboratory, and similar industrial uses.

- Stormwater: Cultural Facility proposals involving adaptive reuse of existing buildings generate no new impervious surface. Notably, new construction Cultural Facilities would be subject to standard stormwater review as part of the conditional use process.

- Transportation and Access: The LI-2 District is served by Lewis Street and Highway 75. Mountain Rides public transit currently serves the corridor and there is nearby access to the bike path. The LI-2 District is within walking and biking distance of the Downtown District. Cultural Facilities generally experience peak visitor traffic during the evening hours and weekends — patterns that are complementary to, rather than cumulative with, the freight and employee traffic of adjacent industrial uses.

- Parking: Cultural Facility parking demand varies by project scale, hours of operation, and transit access. Each conditional use application would include a site-specific parking analysis, and conditions of approval may address shared parking, off-peak demand management, and pedestrian access to reduce vehicle trips.

- Fire and Emergency Services: The Ketchum Fire District serves the LI-2 District. Cultural Facilities do not generate hazardous materials, chemical storage, or industrial fire risk. In adaptive reuse scenarios, conversion from industrial to cultural use typically reduces, rather than increases, the fire risk profile of a building.

- Utilities: Electric, gas, and telecommunications infrastructure is available throughout the LI-2 District.

ATTACHMENT C
Proposed Ordinance

Table 16-7: Table of Permitted Uses
P = permitted ***C*** = Conditional Use Permit required ***A*** = Accessory P/C = See use-specific standards ***Blank Cell*** = use prohibited

	Residential								Commercial and Mixed-Use								Other		
	LR	*LR-1*	*LR-2*	*GR-L*	*GR-H*	*STO-.4*	*STO-1*	*STO-H*	*T*	*T-3000*	*T-4000*	*CC - 1*	*CC - 2*	*LI-1*	*LI-2*	*LI-3*	*RU*	*AF*	*Use-Specific Standards*
Residential																			
Community housing units	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	16.02.070.B.2
Dwelling, one-family	P	P	P	P		P	P	P	P	P	P	C	C				C	P	16.03.030.A.1 16.03.030.A.4
Dwelling, multi-family				P	P			P	P	P	P	P	P	C	C	C	C		16.03.030.A.2 16.03.030.A.4
Work/live unit														P	P	P			16.03.030.A.3 16.03.030.A.4
Residential care facility	P	P	P	P	P	P	P	P	P	P	P	P	P				P	P	16.03.030.A.5
Public and Institutional																			
Community and Cultural Facilities																			
Assembly, place of				C	C				C			C	C						16.03.030.B.1
Cemetery																	C	C	
Cultural facility									P			P	P		C		C		16.03.030.B.2
Daycare center				C	C				P	P	P	P	P	C		C			16.03.030.B.3
Daycare facility				C	P			C	P	P	P	P	P	C		C	P		
Golf course	P	P	P	P	P	P	P	P	P	P	P						C		16.03.030.B.4
Nature preserve	P	P	P	P	P	P	P	P	P	P	P	P	P				P	P	
Public use	C	C	C	C	C	C	C	C	P	C	C	P	P	P	P	P	P	C	
Recreation facility, public	P	P	P	P	P	P	P	P	P	P	P	P	P				P	P	
Recreation facility, semi-public				C	C				C										
Semi-public use					C				P/C	C	C	P	P				C	C	16.03.030.B.5
Educational Facilities																			

City of Ketchum

Attachment 3:

June 25, 2026, City Council Meeting Staff Report: First Reading of Ordinance 1276

CITY OF KETCHUM
City Hall
office: 208.726.3841
participate@ketchumidaho.org
P.O. Box 2315, 191 5th Street West, Ketchum, ID 83340
ketchumidaho.org

CITY COUNCIL MEETING AGENDA MEMO

Meeting Date:	June 25, 2026	Staff Member/Dept:	Paige Nied, Associate Planner Planning and Building Department

Agenda Item: Recommendation to hold a public hearing and conduct the first reading of Ordinance 1276, amendment to section 16.03.020.F of the Land Development Code to add "Cultural Facility" as a conditional use in the Light Industrial No. 2 Zone District.

Recommended Motion:

Motion 1: "I move that the portions of Idaho Code § 50-902 requiring an ordinance to be read on three different days, twice by title and once in full, be dispensed with for Ordinance 1276 and read by title only."

Motion 2: "I move that Ordinance 1276 be approved."

Reasons for Recommendation:

- The applicant is proposing add "Cultural Facility" as a conditional use in the Light Industrial No. 2 Zone District in the Table of Permitted Uses in Ketchum Municipal Code ("KMC") 16.03.020.F.
- The Planning and Zoning Commission held a public hearing at their regularly scheduled meeting on May 20, 2026. The staff report from that meeting is included as Attachment 2 and public comment received from that meeting is included as Attachment 3. A recording of the Commission meeting can be watched here. The Commission provided a unanimous recommendation to City Council to add "Cultural Facility" as a conditional use in the LI-2 Zone. The Commission found that:
  - Adding "Cultural Facility" as a conditional use in the LI-2 is supported by the 2025 Comprehensive Plan & Future Land Use Map
  - The conditional use permit process provides a mechanism for site specific-review and allows the City to evaluate cultural facilities proposed in the LI-2 zone on their individual merits, including operational characteristics, parking, traffic generation, compatibility with adjacent uses, and comprehensive plan conformance.
  - The amendment provides a balanced approach that preserves opportunities for industrial uses while also supporting the retention and growth of Ketchum's art and cultural institutions.

Policy Analysis and Background:

INTRODUCTION AND BACKGROUND

The proposed text amendment would add 'Cultural Facility' as a conditional use within the Light Industrial No. 2 (LI-2) Zone District. The request is associated with the potential relocation of the Sun Valley Museum of Art (SVMOA) to a property located within the LI-2 Zone District. A copy of draft Ordinance 1276 is included as Attachment B. The text amendment only applies to the LI-2 Zone, and not the Light Industrial Number 1 (LI-1) or the Light Industrial Number 3 (LI-3) zones.

The SVMOA is classified as a "Cultural Facility", which is defined as, "An institution or the use of land for the display, preservation, or exhibition of art, scientific, cultural, or historical materials including, but not limited to, museums, libraries, or art galleries." Cultural facilities are not a permitted use by right or conditional use in the LI-2 and are only permitted in the Tourist and Community Core Zones.

ANALYSIS

As outlined above, the applicant has requested the addition of "Cultural Facility" as a conditional use in the LI-2 zone. During the public hearing on May 20, 2026, the Planning and Zoning Commission found that conditionally allowing cultural facilities in the LI-2, as opposed to allowing them by right, ensures that factors such as operational characteristics, compatibility with industrial uses, traffic generation, parking, and comprehensive plan conformance are considered on a case-by-case basis. Further, cultural facilities in the LI-2 will provide an opportunity for adaptive reuse of existing industrial and commercial buildings. Lastly, the text amendment will provide flexibility to accommodate appropriate cultural facility uses while still preserving the primary industrial function and character of the LI-2 zone. The Commission unanimously recommended approval of Ordinance 1276 to City Council.

Overall, staff believes amending the code to allow cultural facilities as a conditional use in the LI-2 is generally supported by the Comprehensive Plan and would provide a balanced approach that preserves opportunities for industrial uses while also supporting the retention and growth of Ketchum's arts and cultural institutions. Staff finds that allowing the use through the conditional use permit process will ensure compatibility with surrounding uses and operational impacts can be evaluated on a case-by-case basis, while supporting and strengthening Ketchum's arts and cultural identity.

STAFF RECOMMENDATION

Staff and the Planning and Zoning Commission recommend approval of Ordinance 1276, to add "Cultural Facility" as a conditional use for the LI-2 Zone District. This is the first reading of Ordinance 1276. The Council has the following options on how to proceed:

- Approve the first reading
- Approve the first reading with revisions
- Continue the first reading
- Deny the first reading

Alternatively, the Council has the option to waive the three-reading requirement and adopt the ordinance at this hearing. Staff recommend proceeding with this option.

If the Council elects not to waive the future readings, the second and third readings would be held at the subsequent City Council meetings on July 9th and July 23rd, respectively.

Sustainability Impact:

Ordinance 1276 may support the City's sustainability goals by facilitating the adaptive reuse of existing commercial and industrial buildings within the LI-2 Zone District. Reusing existing structures can reduce construction-related waste, conserve embodied energy, and promote efficient use of existing infrastructure. As a legislative amendment, the ordinance does not authorize a specific development project but may provide opportunities for sustainable reuse of existing buildings in the future.

Financial Impact:

None	There is no financial request to the City of Ketchum for Ordinance 1276 and therefore no budget implications.

Attachments:

1. Draft Ordinance 1276
2. Text Amendment Application & Staff Report – May 20, 2026, Planning and Zoning Commission Meeting
3. Public Comment From May 20, 2026, Planning and Zoning Commission Meeting

City of Ketchum

Attachment 4:

Public Comment From May 20, 2026, Planning and Zoning Commission Meeting

Dawn Hofheimer

From: Casey Burke <casey.r.burke@gmail.com>
Sent: Monday, May 18, 2026 6:12 AM
To: Participate
Cc: Brenda Moczygemba; Tim Carter
Subject: SVMoA - 101 Lewis Street

Ketchum Planning & Zoning Commissioners,

CC: Brenda and Tim

I am reaching out in support of the proposed text amendment regarding the Sun Valley Museum of Art's proposed new building at 101 Lewis Street.

A cultural facility in the Light Industrial 2 (LI2) District enhances the vibrancy of Ketchum and the positive evolution of the District and our greater community. For over 50 years, SVMoA (formerly the Sun Valley Center for the Arts) has served the Wood River Valley through contemporary art, education and cultural programs. This organization caters to locals and visitors of all ages and interests.

The 101 Lewis Street building will enhance SVMoA's mission along with providing more exhibition space, educational programs / classrooms and community growth.

As a community member and friend of SVMoA, I am happy to be a part of its history and future - thus fully supporting the text amendment.

Thanks for considering.

Casey Burke
M. Architecture | AIA | NCARB
406.697.6240

Dawn Hofheimer

From: Katherine Rixon <krixon@rixonandcronin.com>
Sent: Sunday, May 17, 2026 1:52 PM
To: Participate
Subject: Support for Sun Valley Museum of Art and 101 Lewis Street

Dear Members of the Ketchum Planning & Zoning Commission,
I am writing to express my support for the proposed text amendment to allow a cultural facility as a conditional use within the Light Industrial 2 (LI2) District. I was on the Board of Directors for the Museum for many years and president of the board for two. During my tenure we sold back the land the museum had purchased from the Simplot family because building there was deemed not to be fiscally responsible for the organization. It was at that time that we started to look for an existing building that could repurposed to give the Museum the extra space it has needed for many years. As you can imagine, it has been extraordinarily difficult to find a building that has the extra space the museum needs in a location that is easily accessible.

This particular location works well because it is walking distance from downtown Ketchum and Hemingway School, on the bus route (with a stop out front) and on the bike path. There is plenty of parking in the area for after hours programming and it will be very synergistic with the YMCA.

I cannot think of a better use of an existing building then something to benefit the community.

I am in full support of this amendment.

Sincerely,
Katherine Rixon

KATHERINE RIXON | BROKER + OWNER

(208) 720-4958 | krixon@rixonandcronin.com
500 N. Washington Ave., Suite #101 | Ketchum, ID 83340
RIXONANDCRONIN.COM



RIXON + CRONIN
KELLER WILLIAMS SUN VALLEY SOUTHERN IDAHO

#1 in Sun Valley based on volume sold

Dawn Hofheimer

From: Christine Davis-Jeffers <cdavisjeffers@gmail.com>
Sent: Saturday, May 16, 2026 11:54 AM
To: Participate
Subject: Support for Sun Valley Museum of Art and 101 Lewis Street

Dear Members of the Ketchum Planning & Zoning Commission,

I am writing to express my support for the proposed text amendment to allow a cultural facility as a conditional use within the Light Industrial 2 (LI2) District.

As the former executive director of SVMOA, I am keenly aware of the benefits a new building would bring to this community. Sun Valley Museum of Art is a valued and longstanding organization in the Wood River Valley. It provides residents and visitors alike with access to contemporary art, education, and cultural programming.

The proposed use of the building at 101 Lewis Street represents a thoughtful expansion of this work. It will create additional space for exhibitions, educational programs, and community gatherings, contributing to the cultural vitality of Ketchum.

I support this amendment and the opportunity for The Museum to serve the community more robustly with a larger space that better accommodates its high-caliber education programs and exhibitions.

Sincerely,
Christine Davis-Jeffers

115 Sage Road, Ketchum, Idaho

Dawn Hofheimer

From: Barbara Lehman <barbara@barbaralehman.com>
Sent: Saturday, May 16, 2026 10:51 AM
To: Participate
Subject: Support for Sun Valley Museum of Art and 101 Lewis Street

Dear Members of the Ketchum Planning & Zoning Commission,

The Sun Valley Museum of Art is a valued and longstanding organization in the Wood River Valley, providing access to contemporary art, education, and cultural programming. Its founding was in the early days for the city and before the recent growth. For more than 50 years, it has played an essential role that is nowhere duplicated in the Valley's cultural landscape. I believe it is imperative for this community's future that we support the growth of this incredible asset.
Many other mountain communities have museums that have excellent facilities supported by their residents and visitors.

I am writing to you as a longtime part time resident and a former board member for the Sun Valley Museum of Art for many years beginning in 2010 until two years ago. This letter is in support for the proposed text amendment to allow a cultural facility as a conditional use within the Light Industrial 2 (LI2) District.

Since I first joined the board, the museum has been seeking a home commensurate with its stature as a nationally recognized institution and highly respected resource for the community.

The effort to find a better home has always been a priority for SVMoA. The Tom Kundig design for a museum, conceived in 2007, was a beautiful one. Our lot on Second Avenue, (known as the Simplot lot), was a good location but ultimately building on it became impossible because of requirements beyond our control. The owners ultimately repurchased it from us. It is still standing empty.

No other idea or location became a practical solution in all these years.

The Lewis Street lot is a perfect location and has the potential to be adapted relatively easily to the museum needs.
The proposed use of the building on the lot at 101 Lewis Street represents a thoughtful expansion of its work. It will create additional space for exhibitions, educational programs, and community gatherings, contributing to the cultural vitality of Ketchum.

I support this amendment wholeheartedly and hope that Ketchum P & Z commission will have the wisdom to help make this happen.

Sincerely,
Barbara, (Mrs. John F. Lehman)
105 Fox Creek Road, Ketchum

Dawn Hofheimer

From: Lisa Ryan-Boyle <lryanboyle@me.com>
Sent: Saturday, May 16, 2026 6:25 AM
To: Participate
Subject: Support for SVMoA and 101 Lewis Street Purchase

Dear Members of the Ketchum Planning & Zoning Commission,

I write in support of the proposed text amendment to allow a cultural facility as a conditional use within the Light Industrial 2 (LI2) District. For 55 years, Sun Valley Museum of Art has provided free access to contemporary art, education, and cultural programming for Wood River Valley residents and visitors alike. This Ketchum gem has outgrown the space it occupied in 1994 and has searched for a larger facility since earning accreditation from the American Alliance of Museums two decades ago.

The proposed use of the building at 101 Lewis Street represents a thoughtful expansion of this work. It will create additional space for exhibitions, educational programs, and community gatherings, contributing to the cultural vitality of Ketchum.

I enthusiastically support this amendment and the opportunity for the SVMoA to continue serving the community to its fullest capacity.

Sincerely,
Lisa Ryan-Boyle
206 Fox Fun Road
Ketchum, ID 83340

Dawn Hofheimer

From: Sarah WOODWARD <drawdoow5@aol.com>
Sent: Friday, May 15, 2026 8:49 PM
To: Participate
Subject: SVMOA

Hello,

I'm writing in support of the museums effort to buy 101 Lewis Street. This is long time in coming and will serve many residents and visitors to Blaine County.

I have been a board member for 11 years and have seen and experienced everything the museum has to offer. It's a perfect location - on the bike path, very close to the YMCA, next door to Pauli OCHI gallery and The Spot.
Thank you
Sarah Woodward
Sent from my iPhone

Dawn Hofheimer

From: Trina Peters <trinapeters@gmail.com>
Sent: Monday, May 18, 2026 1:02 PM
To: Participate
Subject: SVMoA's application for 101 Lewis Street

Follow Up Flag: Follow up
Flag Status: Flagged

Members of P&Z Commission:

I am writing to express my strong support for the proposed text amendment to allow a cultural facility as a conditional use within the Light Industrial 2 (LI2) District.

As a 20+ year supporter and current Board member of the Sun Valley Museum of Art, I know firsthand how valuable the institution has been to the cultural life of this Valley. For 55 years, the institution founded by Glenn Janss has solidified the Wood River Valley as a vibrant home for the arts. Residents and visitors have access to world class contemporary art, educational opportunities and other cultural programming that enhances our quality of life.

The proposed use of the building at 101 Lewis will allow for expansion of all of SVMoA's programs, thus offering cultural opportunities for the entire community that are on par with the abundance of outdoor recreational opportunities. The location is an ideal fit - close to the YMCA, bike path, Mtn Rides bus stops, and Hemingway Elementary. I urge you to support SVMoA's proposed use of the building site and this amendment.

Sincerely,
Trina Peters, SVMoA Board member and 25-year resident of Ketchum

Trina Peters
208-440-5561

Dawn Hofheimer

From: Holbrook Newman <holbrooknewman@me.com>
Sent: Monday, May 18, 2026 1:41 PM
To: Participate
Subject: Support for Sun Valley Museum of Art and 101 Lewis Street

Dear Members of the Ketchum Planning & Zoning Commission,

I am writing to express my support for the proposed text amendment to allow a cultural facility as a conditional use within the Light Industrial 2 (LI2) District.
Sun Valley Museum of Art is a valued and longstanding organization in the Wood River Valley. It provides access to contemporary art, education, and cultural programming for residents and visitors alike.

The proposed use of the building at 101 Lewis Street represents a thoughtful expansion of this work. It will create additional space for exhibitions, educational programs, and community gatherings, contributing to the cultural vitality of Ketchum.
I support this amendment and the opportunity for the museum to continue serving the community.

Sincerely,

Holbrook Newman
235 Spur Lane
Larkspur 103
Ketchum, ID 83340

Dawn Hofheimer

From: J. Brittain Palmedo <brittsv@icloud.com>
Sent: Monday, May 18, 2026 1:33 PM
To: Participate
Subject: Support for Sun Valley Museum of Art and 101 Lewis Street

Dear Members of the Ketchum Planning & Zoning Commission,

We are writing to express our support for the proposed text amendment to allow a cultural facility as a conditional use within the Light Industrial 2 (LI2) District.

Sun Valley Museum of Art is a valued and longstanding organization in the Wood River Valley. It provides access to contemporary art, education, and cultural programming for residents and visitors alike.

The proposed use of the building at 101 Lewis Street represents a thoughtful expansion of this work. It will create additional space for exhibitions, educational programs, and community gatherings, contributing to the cultural vitality of Ketchum.

We support this amendment and the opportunity for the museum to continue serving the community.

Sincerely,
Britt and Peter Palmedo

Dawn Hofheimer

From: Michele Cannon Bessler <mcannonbessler@comcast.net>
Sent: Monday, May 18, 2026 3:18 PM
To: Participate
Subject: Letter of Enthusiastic Support for SVMoA and Lewis Street

:

Subject: Support for Sun Valley Museum of Art and 101 Lewis Street

Date : May 18, 2026

Dear Members of the Ketchum Planning & Zoning Commission,

I am writing to express my support for the proposed text amendment to allow a cultural facility as a conditional use within the Light Industrial 2 (LI2) District.
Sun Valley Museum of Art is an important, valued and longstanding organization in the Wood River Valley. It provides access to contemporary art, education, and cultural programming for residents and visitors alike.

The proposed use of the building at 101 Lewis Street represents a thoughtful expansion of this work. It will create additional space for exhibitions, educational programs, and community gatherings, contributing to the cultural vitality of Ketchum.

I support this amendment and the opportunity for the museum to continue serving the community.

Sincerely,

Michele M Bessler

134 Lake Creek Meadows Road

Ketchum Idaho 83340

Dawn Hofheimer

From: Greenspan, Ron <Ron.Greenspan@FTIConsulting.com>
Sent: Monday, May 18, 2026 3:07 PM
To: Participate
Subject: Support for Sun Valley Museum and Text Amendment--- 101 Lewis Street

Dear Members of the Ketchum Planning & Zoning Commission,

I am writing to express my support for the proposed text amendment to allow a cultural facility as a conditional use within the Light Industrial 2 (LI2) District.

We are so fortunate to have the Sun Valley Museum of Art in our community. It is a vital part of our cultural fabic, providing access to contemporary art, education, and cultural programming for residents and visitors alike.

The proposed use of the building at 101 Lewis Street represents a thoughtful expansion of this work. It will create additional space for exhibitions, educational programs, and community gatherings, contributing to the cultural vitality of Ketchum. The location, adjacent to the YMCA and bike path, and very close to Hemmingway School, is a perfect fit and excellent use of this highly visible building, which has otherwise sat vacant for a number of years.

I support this amendment and the opportunity for the museum to continue serving the community.

Sincerely,
Ron Greenspan
118 River Ranch Road, Ketchum

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Dawn Hofheimer

From: jennifer case <jennifercase211@gmail.com>
Sent: Monday, May 18, 2026 4:13 PM
To: Participate
Subject: Support for Sun Valley Museum of Art and 101 Lewis Street

Dear Members of the Ketchum Planning & Zoning Commission,

I am writing to express my overwhelming support for the proposed Sun Valley Museum of Art text amendment to allow the cultural facility to operate within the Light Industrial 2 District.
I see nothing but huge benefits and community gains by allowing SVMoA to move into 101 Lewis Street and make this transition for the building's use.

I have been coming to Ketchum for 45 years. and a homeowner since 2006. Through the years I have seen the incredible value SVMoA has added to the Wood River Valley, and beyond, through not only its exhibits but its educational classes, lectures, special events and cultural programming. Their impact benefits people of all ages and across all demographics throughout Blaine County. SVMoA is a vibrant organization, that provides immeasurable value to the community and whose programs benefit both residents and visitors.

I believe the proposed use of the building at 101 Lewis Street represents a thoughtful expansion of this work and will enable the museum to expand its programming to meet the community's needs and to continue to contribute to the cultural vitality of Ketchum and the Wood River Valley.

I whole-heartedly support this amendment and the opportunity for the museum to continue to serve the community.

Thank you.

Sincerely,
Jennifer Case

670 Second Street East
Ketchum

Dawn Hofheimer

From: Stacey Winston-Levitan <stacey@winstonwachter.com>
Sent: Monday, May 18, 2026 4:12 PM
To: Participate
Subject: Subject: Support for Sun Valley Museum of Art and 101 Lewis Street

Dear Members of the Ketchum Planning & Zoning Commission,

I am writing to express my support for the proposed text amendment to allow a cultural facility as a conditional use within the Light Industrial 2 (LI2) District.
Sun Valley Museum of Art is a valued and longstanding organization in the Wood River Valley. It provides access to contemporary art, education, and cultural programming for residents and visitors alike.

The proposed use of the building at 101 Lewis Street represents a thoughtful expansion of this work. It will create additional space for exhibitions, educational programs, and community gatherings, contributing to the cultural vitality of Ketchum. This is so important for our community and the people who it serves.
I support this amendment and the opportunity for the museum to continue serving the community.

--
Stacey Winston Levitan

Dawn Hofheimer

From: Caroline Woodham <caroline@woodhamphoto.com>
Sent: Monday, May 18, 2026 5:01 PM
To: Participate
Subject: Support for SVMoA 101 Lewis St.

Dear Members of the Ketchum Planning & Zoning Commission,

In regards to the proposed text amendment to allow a cultural facility as a conditional use within the Light Industrial 2 (LI2) District, we want to support this hopefully easy choice for allowed use.

Sun Valley Museum of Art is an extension of the valley's education picture. We have benefited over the many years plus witnessed broad reaching participation from our community and therefore we support their growth and the positive impact they have on the community. We are so fortunate to have this educational facility and it's hard-working staff to better serve all of us directly or indirectly.

The proposed use of the building at 101 Lewis Street represents positive expansion of this work. They need additional space for exhibitions, educational programs, and community gatherings, contributing to the cultural vitality of Ketchum. Please make a thoughtful descision.

We strongly support this amendment and the opportunity for the museum to continue serving the community.

Sun Valley Museum of Art is treasured by many. It is a longstanding organization in the Wood River Valley. There are probably statisticcs you can research to back up the enormous impact it has had valley wide so please take the time to thoughtfully engage. SVMoA provides access to contemporary art, education, and cultural programming for residents and visitors alike.

Thank you for your time and attention.

David and Caroline Woodham
P.O. Box 2886
Ketchum, ID 83340

Caroline Woodham

Dawn Hofheimer

From: Geoff Isles <islesglass@aol.com>
Sent: Monday, May 18, 2026 5:13 PM
To: Participate
Subject: SVMoA Conditional Use Permit

Dear P&Z Board Member:

I write to you today in support of granting the Sun Valley Museum of Art a conditional use permit so they can purchase the building on the corner of Lewis St and Sun Valley Rd as their future home. The building is ideally suited for the museum, allowing them to enlarge both their gallery space and education rooms, but also giving them on property parking, something that has made it difficult in the present space to draw tourists visiting from out of town.

The museum has been the center of Ketchum's art scene for decades now, and with the addition of the Argyros ans the Spot theatre, will continue to expand Ketchum cultural sector, so it won't be just a ski resort town. This is vital, not for just tourism, but to give locals and children experiences from outside unmask area.

I'll note that there are two other cultural spots on Lewis St, Ochi Gallery which is a commercial space but obviously active in the arts, and the Spot Theatre, a gem for our town, that is expanding to accommodate additional patrons. Having the SVMoA in the neighborhood will add a vibrancy to the area.

Please grant their request.

Respectfully,

Geoff Isles

Geoff Isles
islesglass@aol.com
917-626-1134

Dawn Hofheimer

From: Sophie Sawyers <sophiedsawyers@gmail.com>
Sent: Monday, May 18, 2026 8:51 PM
To: Participate
Subject: Support for Sun Valley Museum of Art and 101 Lewis Street

Dear Members of the Ketchum Planning & Zoning Commission,

I am writing to express my support for the proposed text amendment to allow a cultural facility as a conditional use within the Light Industrial 2 (LI2) District.

As a teacher and former museum educator at SVMoA, I firmly believe in the value of the Sun Valley Museum of Art as a cultural institution in our community. It provides access to contemporary art, education, and cultural programming for residents and visitors alike.

The proposed use of the building at 101 Lewis Street represents a thoughtful expansion of this work. It will create additional space for exhibitions, educational programs, and community gatherings, contributing to the cultural vitality of Ketchum.

I support this amendment and the opportunity for the museum to continue serving the community.

Sincerely,

Sophie Sawyers
Ketchum Resident
Elementary School Teacher

Dawn Hofheimer

From: Nancy Watkins <nancywatkins1@me.com>
Sent: Monday, May 18, 2026 6:02 PM
To: Participate
Subject: Support for the SV museum of Art and 101 Lewis St.

Follow Up Flag: Follow up
Flag Status: Flagged

Subject: Support for Sun Valley Museum of Art and 101 Lewis Street

Dear Members of the Ketchum Planning & Zoning Commission,

I am writing to express my support for the proposed text amendment to allow a cultural facility as a conditional use within the Light Industrial 2 (LI2) District.

Sun Valley Museum of Art is a valued and longstanding organization in the Wood River Valley. It provides access to contemporary art, education, and cultural programming for residents and visitors alike.

The proposed use of the building at 101 Lewis Street represents a thoughtful expansion of this work. It will create additional space for exhibitions, educational programs, and community gatherings, contributing to the cultural vitality of Ketchum.

I support this amendment and the opportunity for the museum to continue serving the community.

Sincerely

Nancy Watkins
101 Saddle lane, Sun Valley

Sent from my iPhone

Dawn Hofheimer

From: Claudia McCain <cvmccain@icloud.com>
Sent: Tuesday, May 19, 2026 1:32 PM
To: Participate
Subject: Conditional Use Permit for SVMoA

Dear Members of the Ketchum Planning & Zoning Commission,

I am writing to express my support for the proposed text amendment to allow a cultural facility as a conditional use within the Light Industrial 2 (LI2) District.

The Sun Valley Museum of Art has been an integral part of our Arts community for over 50 years. Over those years, they have provided exceptional programming in entertainment, education, arts literacy, and cultural development for residents, visitors and youth. I cannot imagine where our valley would be today without the SVMoA.

The proposed use of the building at 101 Lewis Street will be a terrific addition to our cultural landscape and allow the Museum to continue, and even expand their offerings.

I support this amendment and the opportunity it will provide for our town and our valley.

Best Regards,

Claudia McCain

Ketchum Resident

Dawn Hofheimer

From: Jennifer Wells Green <jwgreen@svmoa.org>
Sent: Wednesday, May 20, 2026 11:33 AM
To: Participate
Subject: support for Zoning Text Amendment - LI-2 Cultural Facility

Dear City of Ketchum Planning and Zoning Commission Members,

As the Executive Director of a legacy organization that has been a cultural and educational asset to this community for 55 years, I am writing to express my strong support for the proposed text amendment to allow "Cultural Facility" as a Conditional Use in LI-2.

Ketchum is a community that has long valued the arts, culture, and civic life, and our zoning code should reflect that. Allowing a cultural facility as a conditional use in the LI-2 district is a reasonable, forward-thinking update that creates opportunity without compromising the integrity of the zone. The conditional use process itself provides exactly the right mechanism for case-by-case review, ensuring any proposed facility meets the standards the community expects.

Cultural institutions are proven contributors to the economic and social vitality of the communities they call home. They generate foot traffic, support local businesses, attract visitors, and strengthen the identity of a place. Ketchum deserves zoning that makes room for that kind of investment.

I urge the Commission to vote in support of this amendment and to recommend its approval to the Ketchum City Council. Thank you for your service to this community and for your thoughtful consideration.

Warm regards,

Jennifer Wells Green

Jennifer Wells Green
Executive Director
jwgreen@svmoa.org | 208.726.9491 x118 | svmoa.org

Sun Valley Museum of Art

Dawn Hofheimer

From: Joan Swift <jgswift@aol.com>
Sent: Tuesday, May 19, 2026 9:46 PM
To: Participate
Subject: Support for Text Amendment to add Cultural Facility as a Conditional Use in LI-2

Follow Up Flag: Follow up
Flag Status: Flagged

Dear Members of the Ketchum Planning & Zoning Commission,

I am writing to express my support for the proposed Text Amendment to allow Cultural Facility as a conditional use within the Light Industrial 2 (LI2) District.

The growth of cultural and arts programming is a significant priority for Ketchum, as confirmed in the current Comp Plan, and there are limited opportunities to provide this programming under the existing zoning code in the Tourist and Community Core districts.

I support this amendment and the opportunity it provides for the expansion of the community's arts and cultural resources. I believe accommodating Cultural Facility uses, controlled by conditional use permits, would not disadvantage the current LI-2 uses.

Thank you for your consideration.

Sincerely,
Joan Swift
local resident

Joan Swift
208-720-9796

Dawn Hofheimer

From: Jessica Streib (Jess) <jessica.streib.id@gmail.com>
Sent: Tuesday, May 19, 2026 7:51 PM
To: Participate
Subject: Support for Sun Valley Museum of Art and 101 Lewis Street

Follow Up Flag: Follow up
Flag Status: Flagged

Dear Members of the Ketchum Planning & Zoning Commission,

I am writing to express my support for the proposed text amendment to allow a cultural facility as a conditional use within the Light Industrial 2 (LI2) District. Sun Valley Museum of Art is a valued and longstanding organization in the Wood River Valley. It provides access to contemporary art, education, and cultural programming for residents and visitors alike.

The proposed use of the building at 101 Lewis Street represents a thoughtful expansion of this work. It will create additional space for exhibitions, educational programs, and community gatherings, contributing to the cultural vitality of Ketchum.
I support this amendment and the opportunity for the museum to continue serving the community.

Sincerely,

Jessica Streib
117 Timberline Road (East Fork)
Hailey, ID 83333

*But work off Lewis Street in Ketchum, on Bell Drive and think the museum would be AWESOME!

Dawn Hofheimer

From: Dianne Sanchez <dsanchez@svmoa.org>
Sent: Tuesday, May 12, 2026 3:45 PM
To: Participate
Subject: Support for Sun Valley Museum of Art and 101 Lewis Street

Dear Members of the Ketchum Planning & Zoning Commission,

I am writing to express my strong support for the proposed text amendment to allow a cultural facility as a conditional use within the Light Industrial 2 (LI2) District.

Sun Valley Museum of Art is a valued and longstanding organization in the Wood River Valley, providing access to contemporary art, education, and cultural programming for residents and visitors alike. The proposed use of the building at 101 Lewis Street represents a thoughtful and exciting expansion of this work, creating additional space for exhibitions, educational programs, and community gatherings that will contribute significantly to the cultural vitality of Ketchum.

As the Director of Learning and Engagement at the Sun Valley Museum of Art, I am especially excited about the educational possibilities this new space could offer. I dream of transforming one floor of the building into an innovative makerspace that complements and draws inspiration from the industrial businesses nearby. I envision a dynamic educational environment equipped with digital art tools such as drawing tablets and stylus pens, 3D printers, laser engravers, and other emerging technologies that bridge art, design, and engineering.

This space would help bring museum education into the 21st century by giving students, families, artists, and community members hands-on opportunities to explore creativity through both traditional and cutting-edge mediums. It would foster collaboration, experimentation, and workforce-relevant skills while strengthening connections between the arts and the industrial and technological assets already present in the neighborhood.

I believe this project represents a forward-thinking investment in the cultural and educational future of our community, and I strongly support this amendment and the opportunity for the museum to continue serving and inspiring the Wood River Valley.

Sincerely,

Dianne Sánchez, Ed.M.
Director of Learning and Engagement
she/her/hers (what's this?)
svmoa.org | 208.726.9491 x120

Sun Valley Museum of Art

Dawn Hofheimer

From: Peter Smith <petesmithsv@gmail.com>
Sent: Wednesday, May 13, 2026 11:01 AM
To: Participate
Subject: Sun Valley Museum of Art

ATT: P&Z

RE: 101 Lewis Street
Text Amendment: Conditional Use, Light Industrial District, Cultural Facility

We are in support and encourage the City of Ketchum to pass a text amendment and issue a conditional use permit to The Sun Valley Museum of Art so they may occupy the 101 Lewis Street building and continue their very important cultural contribution to our community.

Please note that SVMOA (previously THE SUN VALLEY CENTER FOR THE ARTS) has been in continuous operation here in the Valley for over 50 years.

Respectfully,
Pete and Becky Smith
PO Box 67
95 Elkhorn Road
Sun Valley

Dawn Hofheimer

From: John R. Lane <boxlranch@icloud.com>
Sent: Wednesday, May 13, 2026 10:48 AM
To: Participate
Subject: Support for Sun Valley Museum of Art and 101 Lewis Street

Dear Members of the Ketchum Planning & Zoning Commission,

I'm a Wood River Valley native with a century long Ketchum-Sun Valley family history and I'm a Ketchum property owner (the historic 1887 Lane Mercantile Building). My professional life was as an art museum director (Carnegie Museum of Art in Pittsburgh, the San Francisco Museum of Modern Art, and the Dallas Museum of Art), which experience I believe has afforded me some insight to the role of art museums in the cultural life of their communities and a practical understanding of how their physical facilities impact their service.

I'm writing to express my support for the proposed text amendment to allow a cultural facility as a conditional use within the Light Industrial 2 (LI2) District. Sun Valley Museum of Art is a valued and longstanding organization in the Wood River Valley. It provides access to contemporary art, education, and cultural programming for residents and visitors alike.The proposed use of the building at 101 Lewis Street represents a thoughtful expansion of this work. It will create additional space for exhibitions, educational programs, and community gatherings, contributing to the cultural vitality of Ketchum.

I support this amendment and the opportunity for the museum both to continue and to enhance its service to the community.

Sincerely,

Jack Lane

John R. Lane, Ph.D
204 Timber Lane
PO Box 612
Ketchum, ID 83340

M +1 (208) 309-3024
E boxlranch@icloud.com

Dawn Hofheimer

From: Lisa Stelck <lstelck@icloud.com>
Sent: Wednesday, May 13, 2026 7:44 AM
To: Participate
Subject: SVMOA

Ketchum Planning & Zoning Commission,

We are writing to express our support for the proposed text amendment to allow a cultural facility as a conditional use within the Light Industrial 2 (LI2) District.

The SVMOA is an important cultural and educational institution serving both residents and visitors.

The location near the YMCA and Hemingway Elementary school is ideal for programming involving children.

As community members who regularly take advantage of the museum's offerings including exhibitions, lectures, and art classes, we were thrilled to learn that the SVMOA has the opportunity to purchase a building in which it can expand to better serve the community

We fully support this amendment and encourage you to approve.

Sincerely,

Lisa Stelck and Bill Boeger

115 Sagewillow Road, Sun Valley

Dawn Hofheimer

From: Perry Boyle <Boylehp@yahoo.com>
Sent: Wednesday, May 13, 2026 3:09 AM
To: Participate
Subject: Public comment for P&Z Commission meeting 5/20

I am writing to express my support for the text amendment to allow a cultural facility as a conditional use within the Light Industrial 2 (LI2) District.

Sun Valley Museum of Art is a valued contributor to the Wood River Valley. It provides access to contemporary art, education, and cultural programming for residents and visitors alike.

The proposed use of the building at 101 Lewis Street represents a compelling expansion of the museum's work. It will offer additional space for exhibitions, educational programs, and community gatherings, contributing to the cultural vitality of Ketchum.

I support this amendment and the opportunity for the museum to continue serving the community.

Thank you,

Perry Boyle, Ketchum

Dawn Hofheimer

From: Linda Brower <lbrow1951@gmail.com>
Sent: Tuesday, May 12, 2026 9:36 PM
To: Participate
Subject: The Sun Valley Museum of Art and proposed move to Lewis Street

Dear Members of the Ketchum Planning and Zoning Commission, We are writing to express support for the proposed text amendment to allow a cultural facility as a conditional use within the Light Industrial 2 District. SVMoA is a longstanding organization in our valley but has been hampered by a lack of space as it seeks to offer cultural programming , contemporary art and arts education to our residents and visitors alike. Entrance has always been free and the reason it is still functioning 50+years later is that there many residents willing to contribute to keep this asset alive for our community. The building at 101 Lewis St would make available much needed space and would offer a vibrant new venue for community gathering.
We support this amendment and will support the museum as it recreates itself.
Sincerely, Bill and Linda Nicholson. PO Box 6387 Ketchum 83340

Sent from my iPad wherever it is!

Dawn Hofheimer

From: Susan Flynt <flyntsusan@gmail.com>
Sent: Tuesday, May 12, 2026 8:50 PM
To: Participate
Cc: Jennifer Wells Green; Susan Flynt
Subject: Support for Sun Valley Museum of Art and 101 Lewis Street

Dear Members of the Ketchum Planning & Zoning Commission,

I am writing to express my support for the proposed text amendment to allow a cultural facility as a conditional use within the Light Industrial 2 (LI2) District.

Sun Valley Museum of Art is a valued and longstanding organization in the Wood River Valley. It provides access to contemporary art, education, and cultural programming for residents and visitors alike.

The proposed use of the building at 101 Lewis Street represents a thoughtful expansion of this work. It will create additional space for exhibitions, educational programs, and community gatherings, contributing to the cultural vitality of Ketchum.

I support this amendment and the opportunity for the museum to continue serving the community.

Sincerely,
Susan Flynt

Ketchum, ID

Dawn Hofheimer

From: Dianne Dillingham <dianne.dillingham@gmail.com>
Sent: Tuesday, May 12, 2026 7:45 PM
To: Participate
Subject: SVMOA New Building

Dear Members of the Ketchum Planning & Zoning Commission,

I am writing to express my support for the proposed text amendment to allow a cultural facility as a conditional use within the Light Industrial 2 (LI2) District.

Sun Valley Museum of Art is a valued and longstanding organization in the Wood River Valley. It provides access to contemporary art, education, and cultural programming for residents and visitors alike.
The proposed use of the building at 101 Lewis Street represents a thoughtful expansion of this work. It will create additional space for exhibitions, educational programs, and community gatherings, contributing to the cultural vitality of Ketchum.

I support this amendment and the opportunity for the museum to continue serving the community.

Sincerely,
Dianne Dillingham

Dawn Hofheimer

From: L'Anne Gilman <lanne@gilmanc.com>
Sent: Tuesday, May 12, 2026 7:35 PM
To: Participate
Subject: Support of SV Museum of Art and 101 Lewis Street

Dear Members of the Ketchum Planning & Zoning Commission,

I am writing to express my support for the proposed text amendment to allow a cultural facility as a conditional use within the Light Industrial 2 (LI2) District.

Sun Valley Museum of Art is an integral part of our community and has been a longstanding organization in the Wood River Valley that has made a real difference for so many residents and visitors, particularly the arts education they provide.

As someone who has spent the better part of three decades in Ketchum, and who has built a life here around bringing people together through art, I'm in full support of the proposed use of 101 Lewis Street. It feels like a natural next step for the museum. More room for exhibitions, more space for educational programs, more places for people to gather around something meaningful. That kind of growth is what keeps a town like ours alive.

I'm grateful for what the museum already does here, and excited about what this amendment would let it become.

Sincerely,

L'Anne Gilman
Gilman Contemporary
Owner, Director
PO Box 3005
661 Sun Valley Road
Ketchum, ID 83340
208.726.7585

GILMAN
CONTEMPORARY

@gilmancontemporary

Dawn Hofheimer

From: nancy goldstein <nancyg930@gmail.com>
Sent: Tuesday, May 12, 2026 6:01 PM
To: Participate
Subject: Support for Sun Valley Museum of Art and 101 Lewis Street

Dear Members of the Ketchum Planning & Zoning Commission,

I am writing to express my support for the proposed text amendment to allow a cultural facility as a conditional use within the Light Industrial 2 (LI2) District.

Sun Valley Museum of Art is a valued and longstanding organization in the Wood River Valley. It provides access to contemporary art, education, and cultural programming for residents and visitors alike.

The proposed use of the building at 101 Lewis Street represents a thoughtful expansion of this work. It will create additional space for exhibitions, educational programs, and community gatherings, contributing to the cultural vitality of Ketchum.

I support this amendment and the opportunity for the museum to continue serving the community.

Sincerely,

Nancy Goldstein

250 Foxglove Ln, Ketchum, ID 83340

Dawn Hofheimer

From: Robin Leavitt <rleavitt44@gmail.com>
Sent: Tuesday, May 12, 2026 5:30 PM
To: Participate
Subject: Support for SV Museum of ART on 101 Lewis Street

Dear Members of the Ketchum Planning and Zoning commission

We want to express our support for the text amendment to allow a cultural facility as a conditional use with the Light Industrial 2 district.

SV Museum of Art is well known as a valued and longstanding important part of our community. We see a number of great opportunities to expand both the art space for contemporary works of are, programing for students and adults and a community gathering place.

Sincerely,

Robin Leavitt and Terry Friedlander

Dawn Hofheimer

From: rebecca wilkinson <bexwilkinsonketchum@gmail.com>
Sent: Tuesday, May 12, 2026 5:28 PM
To: Participate
Subject: Sun Valley Museum of Art Building

Dear Planning and Zoning Committee-

As a LONG time supporter of Sun Valley Museum of Arts (was the Center for the Arts) I have seen many changes. Unfortunately, ideas for spaces for the Museum have come and gone. I, personally, have donated towards a long term space in which this wonderful institution can rest its bones and get the work done. The light industrial area in Ketchum is the perfect place.

Not only does Ochi Gallery reside there, but The Spot.

Our town (I now live in Hailey but was in Gimlet for 16 years) has all the sophistication but none of the spaces for a serious cultural hubbub. Even Jackson Hole has a lovely Art Museum!

What SVMoA brings to the valley is insurmountable! Not only does it have QUALITY art shows, it has a huge educational department that reaches out to our local schools. It provides lectures and entertainment (First Fridays) and for me personally, figure drawing.

I'm not only a patron of the Museum but an artist myself- and this place has given me much solace and happiness over the years.

I would strongly urge you to approve the measure of the museum in this particular space. It has been seeking a home for as long as I have lived here- 2 decades.

As the town grows, so does the need for art and cultural spaces. Ketchum does not want to be left behind... I would think...

Yours Truly,
Bex Wilkinson

www.bexwilkinson.com
Bex Wilkinson
Artchurch
323 N. 2nd Ave.

Hailey, Id. 83333

Dawn Hofheimer

From: Laura Rose-lewis <laura.roselewis@yahoo.com>
Sent: Tuesday, May 12, 2026 5:23 PM
To: Participate
Subject: Support for SVMoA and 101 Lewis St.

Dear Members of the Ketchum Planning & Zoning Commission,

I am writing to express my enthusiastic support for the proposed text amendment to allow a cultural facility as a conditional use within the Light Industrial 2 (LI2) District.

Sun Valley Museum of Art has provided access to contemporary art, education, and cultural programming for residents and visitors alike for over 50 years.

SVMoA partners extensively with the school district and many other community partners (nonprofits and businesses alike) to enrich our community's access to arts, art education and other artistic experiences.

The proposed use of the building at 101 Lewis Street represents an opportunity to expand this work. It will create additional space for exhibitions, educational programs, and community gatherings, contributing to the cultural vitality of Ketchum.

I support this amendment and the opportunity for the museum to continue serving the community through expanded offerings.

Sincerely,

Laura Rose-Lewis

WRV Community Member

Dawn Hofheimer

From: Tim Wolff <tim@atindustrialco.com>
Sent: Tuesday, May 12, 2026 4:55 PM
To: Participate
Subject: SVMoA -101 Lewis

I'm a member of the community, founder of two nonprofits: Spur (www.spurfoundatio.org) and the Wood River Community Housing Trust (www.wrcht.org).

I'm strongly in favor of a text amendment allowing a cultural facility as a conditional use that would allow SVMoA to own/occupy/use the property for its intended use.

Happy to answer questions or show up in support.

Much appreciated.

-Tim

at industrial

Tim Wolff
CEO & MANAGING PARTNER
C 480.205.1795 | *E* tim@atindustrialco.com
Carla Bucci, Executive Assistant
C 440.328.5762 | *E* carla@atindustrialco.com
atindustrialco.com

Dawn Hofheimer

From: Julie Syrdal <jbsyrdal@gmail.com>
Sent: Wednesday, May 13, 2026 9:32 AM
To: Participate
Subject: Support for Sun Valley Museum of Art and 101 Lewis Street

Dear Members of the Ketchum Planning & Zoning Commission,

I am writing to express my support for the proposed text amendment to allow a cultural facility as a conditional use within the Light Industrial 2 (LI2) District.

Sun Valley Museum of Art is a valued and longstanding organization in the Wood River Valley. It provides access to contemporary art, education, and cultural programming for residents and visitors alike.

The proposed use of the building at 101 Lewis Streetrepresents a thoughtful expansion of this work. It will create additional space for exhibitions, educational programs, and community gatherings, contributing to the cultural vitality of Ketchum.

I support this amendment and the opportunity for the museum to continue serving the community.

Sincerely,
Julie Syrdal,ketchum ID

Dawn Hofheimer

From: Scott Lewis <scott@scottlewis.net>
Sent: Wednesday, May 13, 2026 6:18 AM
To: Participate
Subject: Support for SVMoA at 101 Lewis St.

Follow Up Flag: Follow up
Flag Status: Flagged

Dear Members of the Ketchum Planning & Zoning Commission,

I am writing to express my strong support for the proposed text amendment to allow a cultural facility as a conditional use within the Light Industrial 2 (LI2) District for the Sun Valley Museum of Art

The proposed use of the building at 101 Lewis Street will be a huge plus for our community

Sincerely,

Scott Lewis

WRV Resident

Dawn Hofheimer

From: Broschofsky Galleries <art@brogallery.com>
Sent: Wednesday, May 13, 2026 4:41 PM
To: Participate
Subject: Sun Valley Museum

Subject: Support for Sun Valley Museum of Art and 101 Lewis Street

Dear Members of the Ketchum Planning & Zoning Commission,

I am writing to express my support for the proposed text amendment to allow a cultural facility as a conditional use within the Light Industrial 2 (LI2) District.

Sun Valley Museum of Art is a valued and longstanding organization in the Wood River Valley. It provides access to contemporary art, education, and cultural programming for residents and visitors alike.

The proposed use of the building at 101 Lewis Street represents a thoughtful expansion of this work. It will create additional space for exhibitions, educational programs, and community gatherings, contributing to the cultural vitality of Ketchum.

I support this amendment and the opportunity for the museum to continue serving the community.

Sincerely,
Minette Broschofsky
Broschofsky Galleries, Ketchum

Dawn Hofheimer

From: Jake Peters <jkptrs@gmail.com>
Sent: Thursday, May 14, 2026 10:42 AM
To: Participate
Cc: ICE-Trina Peters
Subject: Museum building

Follow Up Flag: Follow up
Flag Status: Flagged

Subject: Support for Sun Valley Museum of Art and 101 Lewis Street

Dear Members of the Ketchum Planning & Zoning Commission,

I am writing to express my support for the proposed text amendment to allow a cultural facility as a conditional use within the Light Industrial 2 (LI2) District.

Sun Valley Museum of Art is a valued and longstanding organization in the Wood River Valley and Trina Peters has been a board member there for >150 years. SVMOA provides access to contemporary art, education, and cultural programming for residents and visitors alike. The museum also provides valuable cultural goodness that is useful to me as a substantial employer in town (DECKED.com and EDJY.com).

The proposed use of the building at 101 Lewis Street represents a thoughtful expansion of this work. It will create additional space for exhibitions, educational programs, and community gatherings, contributing to the cultural vitality of Ketchum.

I support this amendment and the opportunity for the museum to continue serving the community.

Sincerely,

Jake Peters

P.O. Box 3486

Ketchum, ID 83340

208-409-5561 cell

Dawn Hofheimer

From: Mary Wilson <mhdwilson01@gmail.com>
Sent: Thursday, May 14, 2026 3:17 AM
To: Participate
Subject: Support for SVMOA and 101 Lewis Street

Follow Up Flag: Follow up
Flag Status: Flagged

Dear Members of the Ketchum Planning & Zoning Commission,

I am writing to express my support for the proposed text amendment to allow a cultural facility as a conditional use within the Light Industrial 2 (LI2) District.

The Museums purchase and use of the building would be an incredible bonus for art and art education in the WRV. This is a great use of an existing building to the benefit of our community. It will create additional space for exhibitions, educational programs, and community gatherings, contributing to the cultural vitality of Ketchum.

I support this amendment and the opportunity for the museum to continue serving the community.

Sincerely,

Mary Wilson

Dawn Hofheimer

From: Gary Borman <gebmusic@me.com>
Sent: Wednesday, May 13, 2026 7:25 PM
To: Participate
Cc: Anne Borman; Gary Borman
Subject: Support for Sun Valley Museum of Art and 101 Lewis Street

Follow Up Flag: Follow up
Flag Status: Flagged

Dear Members of the Ketchum Planning & Zoning Commission,

Wish to express our absolute support for the proposed text amendment to allow a cultural facility as a conditional use within the Light Industrial 2 (LI2) District.
Sun Valley Museum of Art, a valued and longstanding organization in the Wood River Valley, provides access to contemporary art, arts education and cultural programming for residents and visitors alike.

The proposed use of the building at 101 Lewis Street represents a thoughtful expansion of this work. It will create additional space for exhibitions, educational programs, and community gatherings, contributing to the cultural vitality of Ketchum.

We have been members of this community for over 50 years and support this amendment. We believe this kind of growth will improve the quality of life for everyone in our valley in an existing space currently not serving the public interests.

Sincerely,
Gary and Anne Borman
PO Box 6094/181 Spur Lane
Ketchum Idaho 83341

Dawn Hofheimer

From: Heidi Worcester <hpworcester@gmail.com>
Sent: Thursday, May 14, 2026 2:21 PM
To: Participate
Subject: Support for New Museum at 101 Lewis St

Dear Members of the Ketchum Planning & Zoning Commission,

I have been a member of the community for 50 years and the SVMOA which I first knew as the Sun Valley Center for the Arts has always been a significant part of my time in the Valley.

I am writing to express my support for the proposed text amendment to allow a cultural facility as a conditional use within the Light Industrial 2 (LI2) District.

Sun Valley Museum of Art is a valued and longstanding organization in the Wood River Valley. It provides access to contemporary art, education, and cultural programming for residents and visitors alike.

The proposed use of the building at 101 Lewis Street represents a thoughtful expansion of this work. It will create additional space for exhibitions, educational programs, and community gatherings, contributing to the cultural vitality of Ketchum.

I support this amendment and the opportunity for the museum to continue serving the community.

Sincerely,
Heidi Pesky Worcester

109 S Riverwoods Rd

Ketchum, Idaho

Dawn Hofheimer

From: Amber Busuttil Mullen <amberbusuttil@hotmail.com>
Sent: Thursday, May 14, 2026 2:20 PM
To: Participate
Subject: New Space for SVMoA

Subject: Support for Sun Valley Museum of Art and 101 Lewis Street

Dear Members of the Ketchum Planning & Zoning Commission,

I am writing to express my support for the proposed text amendment to allow a cultural facility as a conditional use within the Light Industrial 2 (LI2) District.

Sun Valley Museum of Art is a valued and longstanding organization in the Wood River Valley. It provides access to contemporary art, education, and cultural programming for residents and visitors alike.

The proposed use of the building at 101 Lewis Street represents a thoughtful expansion of this work. It will create additional space for exhibitions, educational programs, and community gatherings, contributing to the cultural vitality of Ketchum.

I support this amendment and the opportunity for the museum to continue serving the community.

Sincerely,

Amber Busuttil Mullen
760 Paintbrush Ln
Ketchum, ID 83340

Dawn Hofheimer

From: GILLIAN WYNN <freegilly@mac.com>
Sent: Thursday, May 14, 2026 4:32 PM
To: Participate
Subject: Support for Sun Valley Museum of Art and 101 Lewis Street

Dear Members of the Ketchum Planning & Zoning Commission,

I am writing to express my support for the proposed text amendment to allow a cultural facility as a conditional use within the Light Industrial 2 (LI2) District.

Sun Valley Museum of Art is a valued and longstanding organization in the Wood River Valley. It provides access to contemporary art, education, and cultural programming for residents and visitors alike.

The proposed use of the building at 101 Lewis Street represents a thoughtful expansion of this work. It will create additional space for exhibitions, educational programs, and community gatherings, contributing to the cultural vitality of Ketchum.

I support this amendment and the opportunity for the museum to continue serving the community.

Sincerely,

gillian wynn

219 Bitterroot Rd.

Sun Valley, Idaho

Sent from my iPhone

Dawn Hofheimer

From: Kristin Poole <poolekristin8@gmail.com>
Sent: Thursday, May 14, 2026 4:32 PM
To: Participate
Subject: Subject: Support for Sun Valley Museum of Art and 101 Lewis Street

Subject: Support for Sun Valley Museum of Art and 101 Lewis Street

Dear Members of the Ketchum Planning & Zoning Commission,

I am writing to express my support for the proposed text amendment to allow a cultural facility as a conditional use within the Light Industrial 2 (LI2) District.

Sun Valley Museum of Art is a valued and longstanding arts organization in the Wood River Valley. It provides locals, visitors, families and students access to outstanding contemporary art, education, and cultural programming.

The proposed use of the building at 101 Lewis Street represents a thoughtful expansion of this work. It will create much needed additional space for exhibitions, educational programs, and community gatherings.

Please support this zoning amendment and the opportunity for the Wood River Valley to expand its reputation as a place where people can feed their minds, their spirits and their bodies!

Respectfully,

Kristin Poole

Dawn Hofheimer

From: Alan Pesky <alanpesky@gmail.com>
Sent: Thursday, May 14, 2026 5:21 PM
To: Participate
Subject: Support for Sun Valley Museum of Art and 101 Lewis Street

Dear Members of the Ketchum Planning and Zoning Commission,

I want to express my support for the proposed text amendment to allow a cultural facility as a conditional use within the Light Industrial 2(LI2) District.

Sun Valley Museum of Art is a valued and longstanding organization in the Wood River Valley. It provides access to contemporary art, education and cultural programming for residents and visitors alike.

My wife Wendy Pesky and I have been members and supporters of Sun Valley Museum of Art for more than 35 years.

The proposed use of the building at 101 Lewis Street represents a thoughtful expansion of this work. It will create additional space for exhibitions, educational programs and community gatherings, contributing to the cultural vitality of Ketchum.

I support this amendment and the opportunity for the museum to continue serving the community.

Sincerely,

Alan Pesky
109 Riverwoods Road, Ketchum

Dawn Hofheimer

From: Sharon Twigg-Smith <sharona.twiggsmith@gmail.com>
Sent: Friday, May 15, 2026 11:15 AM
To: Participate
Subject: Support for Sun Valley Museum of Art and 101 Lewis Street

Follow Up Flag: Follow up
Flag Status: Flagged

Dear Members of the Ketchum Planning & Zoning Commission,

I am writing to express my support for the proposed text amendment to allow a cultural facility as a conditional use within the Light Industrial 2 (LI2) District.

Sun Valley Museum of Art is a valued and longstanding organization in the Wood River Valley. It provides access to contemporary art, education, and cultural programming for residents and visitors alike.

The proposed use of the building at 101 Lewis Street represents a thoughtful expansion of this work. It will create additional space for exhibitions, educational programs, and community gatherings, contributing to the cultural vitality of Ketchum.

I support this amendment and the opportunity for the museum to continue serving the community.

Sincerely,

Sharon Twigg-Smith

3216B Warm Springs Road

Ketchum, ID 83340

Dawn Hofheimer

From: Scott Payne <scott@farmerpaynearchitects.com>
Sent: Friday, May 15, 2026 8:14 AM
To: Participate
Cc: Abby Rivin; Tim Carter; Casey Burke; Aaron Belzer
Subject: Support for SVMoA - Lewis Street

Dear Members of the Ketchum Planning & Zoning Commission,

I am writing to express my strong support for the proposed text amendment to allow a cultural facility as a conditional use within the Light Industrial 2 (LI2) District.

The Sun Valley Museum of Art has long been one of the cultural cornerstones of the Wood River Valley. Its exhibitions, educational programs, and community events bring creativity, dialogue, and inspiration to residents and visitors alike. In a community defined not only by its natural beauty but also by its commitment to arts and culture, the museum plays an essential role.

The proposed use of the building at 101 Lewis Street represents a thoughtful and exciting opportunity to expand that impact. Additional space for exhibitions, educational outreach, and public gatherings will strengthen the museum's ability to serve the community while adding energy and vitality to this area of Ketchum.

Supporting arts and cultural institutions is an investment in the character, identity, and future of our town. I believe this amendment is both appropriate and beneficial, and I respectfully encourage the Commission to support it.

Thank you for your consideration.

Sincerely,

Scott Payne | Principal Architect
AIA - NCARB - LEED AP
C.318.990.2049

Jackson Hole 307.264.0080 | Sun Valley 208.214.5155 | Louisiana 318.383.3100
scott@farmerpaynearchitects.com
www.farmerpaynearchitects.com

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City of Ketchum

Attachment 5:

Public Comment From June 25, 2026, City Council Meeting

Dawn Hofheimer

From: Jeanne F. Meyers <jm@jeannemeyers.com>
Sent: Thursday, June 18, 2026 1:55 PM
To: Participate
Subject: conditional use permit support

Dear Members of the Planning & Zoning Commission,

I am writing in support of the proposed zoning amendment that would allow the Sun Valley museum to be located within the industrial district.

Museums are community anchors — they preserve local history, attract visitors, and enrich the quality of life for residents throughout the Wood River Valley. The industrial district offers the kind of large, flexible space that a museum needs to grow and serve its mission, and many communities across the country have successfully integrated cultural institutions into similar districts with tremendous benefit.

I respectfully urge the Commission to approve this amendment and help bring this valuable cultural resource to our community.

Thank you for your consideration.

Sincerely,

Jeanne F. Meyers
jm@jeannemeyers.com
Jeanne F. Meyers
jm@jeannemeyers.com

Dawn Hofheimer

From: sue woodyard <foresuewood@yahoo.com>
Sent: Thursday, June 18, 2026 1:46 PM
To: Participate
Subject: Conditional Use permit for the SVMOA building

I encourage the Ketchum City Council to approve the passage of a text amendment allowing a cultural facility to operate within the Light Industrial 2(L12) District. Cultural facilities have always been important to our Valley. And, the present building in Ketchum just isn't sufficient for the needs and demands of the community. I have an office in the industrial area, and would have no issue with this facility being used by the museum.

I do support allowing for a cultural facility conditional use in the LI2.

Sue Woodyard
(208) 720-4145

Dawn Hofheimer

From: Christopher Lyle <cblyle@gmail.com>
Sent: Thursday, June 18, 2026 1:30 PM
To: Participate
Subject: Support for conditional use of cultural facility in LI2

Dear Members of the Ketchum City Council,

I'm writing to support the proposed text amendment allowing a cultural facility as a conditional use in the Light Industrial 2 (LI2) District, which would clear the way for SVMoA to operate at 101 Lewis Street.

This is a sensible use of an existing building. The former Idaho BioScience building at 101 Lewis Street has been sitting empty, and putting the Sun Valley Museum of Art into it is a far better outcome for that corner than waiting for the next light-industrial tenant (which may take many years). SVMoA has been a major contributor to the cultural life of this valley for more than 50 years, admission is free, and the museum partners with the school district and dozens of other community organizations. It has outgrown its space on Fifth Street, and this move allows it to materially increase its incredibly positive impact on the community.

Adaptive reuse of a vacant building is the kind of thing we should be encouraging rather than new construction or sprawl. And a museum on that block brings foot traffic and life to an area that could use both, without displacing the working uses LI2 is meant to protect.

I support this amendment and encourage the Council to approve it.

Sincerely,
Christopher Lyle
Ketchum

Dawn Hofheimer

From: Robin Leavitt <rleavitt44@gmail.com>
Sent: Thursday, June 18, 2026 1:05 PM
To: Participate
Subject: Support for conditional use of cultural facility in LI2

Members of the Ketchum City Council,

I am a long time resident in Blaine County in part because of the culture offered. I am writing to support the proposed text amendment allowing the cultural facility as a conditional use in the light industrial district.
I attended the Ketchum Planning and Zoning meeting last month and was pleased with the positive results from that group.

Cultural facilities are vital to our community and we need places and space to gather and learn.

Thank you

Robin Leavitt
150 North Hulen Way for 30 years
Ketchum

Dawn Hofheimer

From: Melissa Abbe <mcabbe@gmail.com>
Sent: Thursday, June 18, 2026 12:50 PM
To: Participate
Subject: Fwd: Please let SVMoA continue to participate in Ketchum cultural landscape, save YMCA parking lot

Dear Members of the Ketchum City Council,

I am writing to support the proposed text amendment allowing a cultural facility as a conditional use within the Light Industrial 2 (LI2) District. It will be an addition to the area to have another space for activities for families so close to the YMCA.

And speaking of the YMCA, I do hope wiser heads will prevail in preserving the parking lot so that the area doesn't suffer from the same lack of parking currently putting a stranglehold on downtown Ketchum and stifling local businesses.

Cultural facilities are vital to our community and provide much needed space for gathering and learning. Because this would be a conditional use, the City retains full review of any proposal to ensure it is a good fit for the district. Sun Valley Museum of Art is a valued cultural hub in the Wood River Valley, providing access to art and arts education for our community, and I support allowing for a cultural facility conditional use in the LI2.

Sincerely,
Melissa Abbe
205 Chocolate Gulch

Dawn Hofheimer

From: Barbara Lehman <barbara@barbaralehman.com>
Sent: Thursday, June 18, 2026 12:47 PM
To: Participate
Subject: FW: Support for Sun Valley Museum of Art and 101 Lewis Street conditional use of cultural facility in L12

Dear Members of the Ketchum City Council,

I am writing to support the proposed text amendment allowing a cultural facility as a conditional use within the Light Industrial 2 (LI2) District. I am a longtime part time resident and a former board member for the Sun Valley Museum of Art for many years beginning in 2007 until two years ago.

The Sun Valley Museum of Art is a valued and longstanding organization in the Wood River Valley, providing access to contemporary art, education, and cultural programming. Its founding was in the early days for the city and before the recent growth. For more than 50 years, it has played an essential role that is nowhere duplicated in the Valley's cultural landscape. I believe it is imperative for this community's future that we support the development of this incredible asset.

Many other mountain communities have museums that have excellent facilities supported by their residents and visitors. We in the Wood River Valley should have a facility for arts and education on a par with the best. In many ways, we have a great museum, but the present museum facility does not have the exhibition and community spaces that represent what a world class town, as Ketchum strives to be, should have

Since I first joined the board, the museum has been seeking a home commensurate with its stature as a nationally recognized institution and highly respected resource for the community. The effort to find a better home has always been a priority for SVMoA. The Tom Kundig design for a museum, conceived in 2007, was a beautiful one. Our lot on Second Avenue, (known as the Simplot lot), was a good location but ultimately building on it became impossible because of requirements beyond our control. The owners ultimately repurchased it from us. It is still standing empty.

No other idea or location became a practical solution in all these years.

The Lewis Street lot is a perfect location and has the potential to be adapted relatively easily to the museum needs.
The proposed use of the building on the lot at 101 Lewis Street represents a thoughtful expansion of its work. It will create additional space for exhibitions, educational programs, and community gatherings, contributing to the cultural vitality of Ketchum.

I urge you as council members who care deeply for the community to support this amendment.

Sincerely,

Barbara, (Mrs. John F. Lehman)
105 Fox Creek Road, Ketchum

Dawn Hofheimer

From: Mark Caraluzzi <carrotseed@msn.com>
Sent: Thursday, June 18, 2026 12:43 PM
To: Participate
Subject: Support for conditional use of cultural facility in LI2

Dear Members of the Ketchum City Council,

I am writing to support the proposed text amendment allowing a cultural facility as a conditional use within the Light Industrial 2 (LI2) District.

Cultural facilities are vital to our community and provide much needed space for gathering and learning. Because this would be a conditional use, the City retains full review of any proposal to ensure it is a good fit for the district. Sun Valley Museum of Art is a valued cultural hub in the Wood River Valley, providing access to art and arts education for our community, and I support allowing for a cultural facility conditional use in the LI2.

Sincerely,

Mark Caraluzzi
PO Box 8770
Ketchum, ID 83340

Dawn Hofheimer

From: Ruth Bloom <ruthbloom@me.com>
Sent: Thursday, June 18, 2026 3:25 PM
To: Participate
Subject: Support for conditional use of cultural facility in LI2

Dear Members of the Ketchum City Council,

I am writing to support the proposed text amendment allowing a cultural facility as a conditional use within the Light Industrial 2 (LI2) District.

Cultural facilities are vital to our community and provide much needed space for gathering and learning. Because this would be a conditional use, the City retains full review of any proposal to ensure it is a good fit for the district. Sun Valley Museum of Art is a valued cultural hub in the Wood River Valley, providing access to art and arts education for our community, and I support allowing for a cultural facility conditional use in the LI2.

Sincerely,
ruth bloom
Sent from my iPhone

Dawn Hofheimer

From: Connie Price <connieprice@mac.com>
Sent: Thursday, June 18, 2026 3:31 PM
To: Participate
Subject: Support for SVMOA

Dear Members of the Ketchum City Council,

We hope you approve the permit for SVMOA to move to light industrial area. It will be such a benefit to the community.
Thank you!

Sincerely,

Connie
Better Together
Connie Price
Cell 415-722-4464

Dawn Hofheimer

From: David Janeski <davidjaneski@gmail.com>
Sent: Thursday, June 18, 2026 3:32 PM
To: Participate
Subject: Support for conditional use of cultural facility in LI2

Dear Ketchum City Council,

I am writing to support the proposed text amendment allowing a cultural facility as a conditional use within the Light Industrial 2 (LI2) District.

Cultural facilities enhance our community and encourage visitors to enjoy our town for reasons other than geography.

-David Janeski
Blaine County Resident

Dawn Hofheimer

From: jmontague9289@gmail.com
Sent: Thursday, June 18, 2026 12:13 PM
To: Participate
Subject: Support for SVMOA move to LI2

Members of the Ketchum City Council,

How can you even think of not approving the move of the SVMOA to a much larger space in Ketchum? There should be unanimous support!

John Montague
631 Valley Club Drive
Hailey, ID 83333

Dawn Hofheimer

From: Sharon Twigg-Smith <sharona.twiggsmith@gmail.com>
Sent: Thursday, June 18, 2026 12:14 PM
To: Participate
Subject: Support for conditional use of cultural facility in LI2

Dear Members of the Ketchum City Council,

I am writing to support the proposed text amendment allowing a cultural facility as a conditional use within the Light Industrial 2 (LI2) District.

Cultural facilities are vital to our community and provide much needed space for gathering and learning. Because this would be a conditional use, the City retains full review of any proposal to ensure it is a good fit for the district. Sun Valley Museum of Art is a valued cultural hub in the Wood River Valley, providing access to art and arts education for our community, and I support allowing for a cultural facility conditional use in the LI2.

Sincerely,

Sharon Twigg-Smith
Eagle Ridge, Ketchum, Idaho

Dawn Hofheimer

From: Sue Gundy <sgundy@wegai.com>
Sent: Thursday, June 18, 2026 3:37 PM
To: Participate
Subject: Support for conditional use of cultural facility in LI2

Dear Members of the Ketchum City Council,

I am writing to support the proposed text amendment allowing a cultural facility as a conditional use within the Light Industrial 2 (LI2) District.

Cultural facilities are vital to our community and provide much needed space for gathering and learning. Because this would be a conditional use, the City retains full review of any proposal to ensure it is a good fit for the district. Sun Valley Museum of Art is a valued cultural hub in the Wood River Valley, providing access to art and arts education for our community, and I support allowing for a cultural facility conditional use in the LI2.

Sincerely,
Sue & Bill Gundy

Sent from my iPhone

Dawn Hofheimer

From: Cory Boydston <coryboydston@gmail.com>
Sent: Thursday, June 18, 2026 3:38 PM
To: Participate
Subject: Support for conditional use of cultural facility in LI2

Dear Members of the Ketchum City Council,

I am writing to support the proposed text amendment allowing a cultural facility as a conditional use within the Light Industrial 2 (LI2) District.

Cultural facilities are vital to our community and provide much needed space for gathering and learning. Because this would be a conditional use, the City retains full review of any proposal to ensure it is a good fit for the district. Sun Valley Museum of Art is a valued cultural hub in the Wood River Valley, providing access to art and arts education for our community, and I support allowing for a cultural facility conditional use in the LI2.

Sincerely,
Cory Boydston
405 Fairway Loop
404-915-7024

Dawn Hofheimer

From: Robert Nimmo <nimmo.rob@gmail.com>
Sent: Thursday, June 18, 2026 3:45 PM
To: Participate
Subject: Support for conditional use of cultural facility in LI2

Dear Members of the Ketchum City Council,

I am writing to support the proposed text amendment allowing a cultural facility as a conditional use within the Light Industrial 2 (LI2) District. Cultural facilities are vital to our community and provide much needed space for gathering and learning.
Because this would be a conditional use, the City retains full review of any proposal to ensure it is a good fit for the district. Sun Valley Museum of Art is a valued cultural hub in the Wood River Valley, providing access to art and arts education for our community, and I support allowing for a cultural facility conditional use in the LI2.

Sincerely,

Robert Nimmo
315 Sage Rd

Dawn Hofheimer

From: Ashley Wells <awells@svmoa.org>
Sent: Sunday, June 21, 2026 5:51 PM
To: Participate
Subject: Support for conditional use of cultural facility in LI2

Follow Up Flag: Follow up
Flag Status: Flagged

Dear Members of the Ketchum City Council,

I am writing to support the proposed text amendment allowing a cultural facility as a conditional use within the Light Industrial 2 (LI2) District.

Cultural facilities are vital to our community and provide much needed space for gathering and learning. Because this would be a conditional use, the City retains full review of any proposal to ensure it is a good fit for the district. Sun Valley Museum of Art is a valued cultural hub in the Wood River Valley, providing access to art and arts education for our community, and I support allowing for a cultural facility conditional use in the LI2.

Sincerely,

Ashley Wells

Executive Assistant

svmoa.org | 208.994.0865

Sun Valley Museum of Art

Dawn Hofheimer

From: Heather Staples <heathercstaples@gmail.com>
Sent: Sunday, June 21, 2026 3:48 PM
To: Participate
Subject: Support for conditional use of cultural facility in LI2

Follow Up Flag: Follow up
Flag Status: Completed

Dear Members of the Ketchum City Council,

I am writing to support the proposed text amendment allowing a cultural facility as a conditional use within the Light Industrial 2 (LI2) District.

Cultural facilities are vital to our community and provide much needed space for gathering and learning. Because this would be a conditional use, the City retains full review of any proposal to ensure it is a good fit for the district. Sun Valley Museum of Art is a valued cultural hub in the Wood River Valley, providing access to art and arts education for our community, and I support allowing for a cultural facility conditional use in the LI2.

Sincerely,

Heather Staples
158 Valleywood Drive,
Ketchum

Dawn Hofheimer

From: elissa kline <elk@elissakline.com>
Sent: Sunday, June 21, 2026 2:40 PM
To: Participate
Subject: Please allow Sun Valley Museum!!!

Follow Up Flag: Follow up
Flag Status: Flagged

Dear folks at Planning & Zoning:

Please allow a cultural facility as a conditional use in the Light Industrial 2 (LI2) zoning district.

We need the arts more than ever! And SV Museum needs to grow!

Thank you,
Elissa Kline
Hailey, Idaho

Dawn Hofheimer

From: Daniel Hunt <sunvalleydaniel@gmail.com>
Sent: Sunday, June 21, 2026 11:09 AM
To: Participate
Subject: Support for conditional use of cultural facility in LI2

Follow Up Flag: Follow up
Flag Status: Completed

Dear Members of the Ketchum City Council,

I am writing to support the proposed text amendment allowing a cultural facility as a conditional use within the Light Industrial 2 (LI2) District.

Cultural facilities are vital to our community and provide much needed space for gathering and learning. Because this would be a conditional use, the City retains full review of any proposal to ensure it is a good fit for the district. Sun Valley Museum of Art is a valued cultural hub in the Wood River Valley, providing access to art and arts education for our community, and I support allowing for a cultural facility conditional use in the LI2.

Sincerely,
Daniel Hunt
190 Ramona Ln.
Kitchen

Dawn Hofheimer

From: Jeri Wolfson <jeriwolfson24@gmail.com>
Sent: Sunday, June 21, 2026 9:41 AM
To: Participate
Subject: Support for conditional use of cultural facility in LI2

Follow Up Flag: Follow up
Flag Status: Flagged

Dear Members of the Ketchum City Council,

I am writing to support the proposed text amendment allowing a cultural facility as a conditional use within the Light Industrial 2 (LI2) District.

Cultural facilities are vital to our community and provide much needed space for gathering and learning. Because this would be a conditional use, the City retains full review of any proposal to ensure it is a good fit for the district. Sun Valley Museum of Art is a valued cultural hub in the Wood River Valley, providing access to art and arts education for our community, and I support allowing for a cultural facility conditional use in L12.

I have past served on the Board and the Advisory Board of the SVMOA.

All best to everyone

Jeri Wolfson
231 Huffman Dr., Ketchum, ID

Sent from Jeri Wolfson's iPhone

Dawn Hofheimer

From: Ellen Gillespie <ellengillespie1@gmail.com>
Sent: Sunday, June 21, 2026 7:09 AM
To: Participate
Subject: Support for conditional use of cultural facility in LI2

Follow Up Flag: Follow up
Flag Status: Completed

Dear City Council members,

We are writing to support the proposed text amendment allowing a cultural facility as a conditional use within the Light Industrial 2 (LI2) District.

This is a great use of this property and will be an asset to the community.

Thank you,
Ellen and James Gillespie
9 Eagle Creek Rd
Ketchum ID

Dawn Hofheimer

From: jennifer case <jennifercase211@gmail.com>
Sent: Friday, June 19, 2026 8:01 AM
To: Participate
Subject: Fwd: Support for Cultural Use within the Light Industrial District

Follow Up Flag: Follow up
Flag Status: Completed

Dear Members of the Ketchum City Council,

I am writing to support the proposed text amendment allowing a cultural facility as a conditional use within the Light Industrial 2 (LI2) District.

Over 30 years I have witnessed,SVMoA's enormous contribution to the vitality and energy of the Wood River Valley, and the benefits are immeasurable.

Cultural facilities are vital to our community and provide much needed space for gathering and learning. Because this would be a conditional use, the City retains full review of any proposal to ensure it is a good fit for the district.
The Sun Valley Museum of Art is a valued cultural hub in the Wood River Valley, providing access to art and arts education for our community, and I support allowing for a cultural facility conditional use in the LI2.

Sincerely,

Jennifer Case

Dawn Hofheimer

From: Mike <majorwade@hotmail.com>
Sent: Friday, June 19, 2026 7:43 AM
To: Participate
Subject: SVMOA application for Lewis Street

Follow Up Flag: Follow up
Flag Status: Completed

Please vote to approve SVMOA's application to open a "cultural facility" on Lewis Street in the Light Industrial District. Two other cultural facilities are already nearby on Lewis Street: Ochi Gallery and The Spot Theatre Company. This is an opportunity to add another cultural entity in the area and lift the quality and vibrancy of the LID.

Mike Wade

Dawn Hofheimer

From: Jon Maksik <jonmaksik@gmail.com>
Sent: Saturday, June 20, 2026 9:34 AM
To: Participate
Cc: Leslie Maksik
Subject: Support for conditional use of cultural facility in LI2

Follow Up Flag: Follow up
Flag Status: Flagged

Dear Members of the Ketchum City Council,

We are writing to support the proposed text amendment allowing a cultural facility as a conditional use within the Light Industrial 2 (LI2) District.

Cultural facilities are vital to our community and provide much needed space for gathering and learning. Because this would be a conditional use, the City retains full review of any proposal to ensure it is a good fit for the district. Sun Valley Museum of Art is a valued cultural hub in the Wood River Valley, providing access to art and arts education for our community, and I support allowing for a cultural facility conditional use in the LI2.

Sincerely,

Jon and Leslie Maksik

Dawn Hofheimer

From: Julie Syrdal <jbsyrdal@gmail.com>
Sent: Saturday, June 20, 2026 3:23 AM
To: Participate
Subject: Support of cultural facility - LI2

Follow Up Flag: Follow up
Flag Status: Flagged

Dear Members of the Ketchum City Council,

I am writing to support the proposed text amendment allowing a cultural facility as a conditional use within the Light Industrial 2 (LI2) District.

Cultural facilities are vital to our community and provide much needed space for gathering and learning. Because this would be a conditional use, the City retains full review of any proposal to ensure it is a good fit for the district. Sun Valley Museum of Art is a valued cultural hub in the Wood River Valley, providing access to art and arts education for our community, and I support allowing for a cultural facility conditional use in the LI2.

Sincerely,

Julie Syrdal
Ketchum ID

Dawn Hofheimer

From: Tom Pomeroy <tompomeroy@cox.net>
Sent: Thursday, June 18, 2026 4:00 PM
To: Participate
Subject: Support for conditional use of cultural facility in LI2

Follow Up Flag: Follow up
Flag Status: Flagged

Dear Members of the Ketchum City Council,

I am writing to support the proposed text amendment allowing a cultural facility as a conditional use within the Light Industrial 2 (LI2) District.

Cultural facilities are vital to our community and provide much needed space for gathering and learning. Because this would be a conditional use, the City retains full review of any proposal to ensure it is a good fit for the district. Sun Valley Museum of Art is a valued cultural hub in the Wood River Valley, providing access to art and arts education for our community, and I support allowing for a cultural facility conditional use in the LI2.

Sincerely,
Tom Pomeroy
Ketchum

Sent from my iPhone

Dawn Hofheimer

From: Ava Scanlan <ascanlan@svmoa.org>
Sent: Monday, June 22, 2026 11:49 AM
To: Participate
Subject: Support for Conditional Use of Cultural Facilities in the LI2 District - from a Warm Springs local

Dear Members of the Ketchum City Council,

I am writing in support of the proposed text amendment, to be discussed this week, **Thursday, June 25**, allowing a cultural facility as a conditional use within the Light Industrial 2 (LI2) District.

My family has deep roots in Ketchum, and the community's vibrant cultural life is one of the primary reasons that three generations of my family continue to gather and live here. We are a family of artists, makers, readers, musicians, and creative thinkers, and institutions like the Sun Valley Museum of Art, The Community Library, and the Sun Valley Music Festival are foundational to our quality of life. They are not simply amenities, but they are part of what makes Ketchum a place where people want to live, visit, and invest their time.

These cultural organizations enrich our community by providing opportunities for learning, inspiration, and connection. They bring people together across generations and create spaces where creativity and civic life can flourish. For my own family, they are a throughline that connects grandparents, parents, and children through shared experiences and a love of the arts.

The Sun Valley Museum of Art is particularly important to me. In addition to serving our community through exhibitions and educational programs, it is also my place of employment and livelihood. I see firsthand the impact it has on residents, students, visitors, and families throughout the Wood River Valley.

Because cultural facilities would remain a conditional use, the City would retain full authority to review individual proposals and ensure they are appropriate for the district. This amendment simply creates the opportunity for valued community institutions to be considered in locations where they can thrive and continue serving the public.

I respectfully encourage you to support this text amendment and allow cultural facilities as a conditional use within the LI2 District.

Thank you in advance for your consideration.

Sincerely,
Ava Scanlan
Ketchum Resident

Ava Scanlan
Marketing & Communications Director
she/her/hers
svmoa.org | O: 208.726.9491 x131 | C: 323.346.8512

Sun Valley Museum of Art

Dawn Hofheimer

From: Timothy Mott <tim@mottventures.com>
Sent: Saturday, June 20, 2026 2:19 AM
To: Participate
Subject: Support for conditional use of cultural facility in LI2

Follow Up Flag: Follow up
Flag Status: Completed

Dear Members of the Ketchum City Council,

I am writing to support the proposed text amendment allowing a cultural facility as a conditional use within the Light Industrial 2 (LI2) District.

Cultural facilities are vital to our community and provide much needed space for gathering and learning. Because this would be a conditional use, the City retains full review of any proposal to ensure it is a good fit for the district. Sun Valley Museum of Art is a valued cultural hub in the Wood River Valley, providing access to art and arts education for our community, and I support allowing for a cultural facility conditional use in the LI2.

Sincerely,

Tim Mott, 150 Spur Lane, Ketchum.

Dawn Hofheimer

From: Laura Rose-lewis <laura.roselewis@yahoo.com>
Sent: Friday, June 19, 2026 6:21 PM
To: Participate
Subject: Proposed text amendment —cultural facility conditional use permit

Follow Up Flag: Follow up
Flag Status: Completed

Dear Members of the Ketchum City Council,

I am writing to support the proposed text amendment allowing a cultural facility as a conditional use within the Light Industrial 2 (LI2) District.

Cultural facilities are vital to our community and provide much needed space for gathering and learning.

Our Blaine County residents (adults, children, students), second home owners, and our visitors, need a bigger space to gather and enjoy expanded opportunities to view visual art -a universal medium to enrich, celebrate and educate communities (local, regional, national and international) through representations of nature, humanity, religion, culture and history, and to enjoy arts experiences through special programs and learning.

Sun Valley Museum of Art is a valued cultural hub in the Wood River Valley, providing access to visual art exhibitions, art experiences through a wide array of arts programming and classes, and arts education for our students in partnerships with the school district, businesses and nonprofits in our community.

I support allowing for a cultural facility conditional use in the LI2.

Sincerely,
Laura Rose-Lewis

Dawn Hofheimer

From: Heather Horton <hh2arts@gmail.com>
Sent: Friday, June 19, 2026 12:52 PM
To: Participate

Follow Up Flag: Follow up
Flag Status: Flagged

Greetings to all of whom it may concern

I have been a resident of the Wood River Valley for over 30 years. I wanted to send you this quick note to let you know that I am deeply in support of an allowing an amendment to the Ketchum light industrial area to allow the Sun Valley Museum of Art to operate in their new building as a learning and cultural facility for the entire community. I think this will be an incredible addition to our community and fit in well in the light industrial area. I hope you will pass this amendment so that the Sun Valley Museum of Art can continue with its vision in the new space (the old Scott building) in the Ketchum Light Industrial area (which already has parking attached to the property an additional plus). I have been a supporter of the Artst in this Valley through the Museum, the Symphony, and the Writers Conference for well over a decade in some cases for decades. These are elements of Our Valley that are crucial to drawing a mixture of people to visit us and enhance the quality of life for local residence. Thank you for your time and consideration.

Sincerely, Heather Horton

Dawn Hofheimer

From: Lesley Andrus <lesleyandrus@gmail.com>
Sent: Friday, June 19, 2026 12:24 PM
To: Participate
Subject: Sun Valley Museum potential space on Lewis Street

Follow Up Flag: Follow up
Flag Status: Flagged

I want to add my vote to approve the amendment to allow the Sun Valley Museum of Art to make its home on Lewis Street. There is already more than one gallery there, so allowing another does not have a negative effect on the area and in fact will be a positive one, creating a small cultural space in that light industrial area.
Lesley Andrus

Dawn Hofheimer

From: Sharon Twigg-Smith <sharona.twiggsmith@gmail.com>
Sent: Friday, June 19, 2026 10:59 AM
To: Participate
Subject: Support for conditional use of cultural facility in LI2

Follow Up Flag: Follow up
Flag Status: Completed

I am writing to support the proposed text amendment allowing a cultural facility as a conditional use within the Light Industrial 2 (LI2) District.

Cultural facilities are vital to our community and provide much needed space for gathering and learning. Because this would be a conditional use, the City retains full review of any proposal to ensure it is a good fit for the district. Sun Valley Museum of Art is a valued cultural hub in the Wood River Valley, providing access to art and arts education for our community, and I support allowing for a cultural facility conditional use in the LI2.

Sincerely,
Sharon Twigg-Smith
Eagle Ridge, Ketchum

Dawn Hofheimer

From: Anne Winton <anne@wintonmarsh.com>
Sent: Friday, June 19, 2026 10:49 AM
To: Participate
Subject: Support for conditional use of cultural facility in LI2

Follow Up Flag: Follow up
Flag Status: Flagged

Dear Members of the Ketchum City Council,

I am writing to support the proposed text amendment allowing Sun Valley Museum of Art a conditional use within the Light Industrial 2 (LI2) District.

I have been a member of Sun Valley Museum of Art since moving here 36 years ago. What they have brought to our community is invaluable, they are truly an integral part of what makes Ketchum, Ketchum. Because this would be a conditional use, the City retains full review of any proposal to ensure it is a good fit for the district. IT IS…SVMoA is a valued cultural hub in the Wood River Valley, providing access to art and arts education for our community, and I support allowing for a cultural facility conditional use in the LI2.

Sincerely,

Anne Winton

Dawn Hofheimer

From: Marcia Rankin <merankin@cox.net>
Sent: Friday, June 19, 2026 7:10 AM
To: Participate
Subject: Support for conditional use of cultural facility in LI2

Follow Up Flag: Follow up
Flag Status: Completed

Dear Members of the Ketchum City Council, I am writing to support the proposed text amendment allowing a cultural facility as a conditional use within the Light Industrial 2 (LI2) District. Cultural facilities are vital to our community and provide much needed space for gathering and learning. Because this would be a conditional use, the City retains full review of any proposal to ensure it is a good fit for the district. Sun Valley Museum of Art is a valued cultural hub in the Wood River Valley, providing access to art and arts education for our community, and I support allowing for a cultural facility conditional use in the LI2. Sincerely, Marcia Rankin

Dawn Hofheimer

From: Anne Umphrey <anneumphrey@gmail.com>
Sent: Friday, June 19, 2026 5:04 AM
To: Participate
Subject: Support for conditional use of cultural facility in LI2

Follow Up Flag: Follow up
Flag Status: Flagged

Dear Members of the Ketchum City Council,

I am writing to support the proposed text amendment allowing a cultural facility as a conditional use within the Light Industrial 2 (LI2) District.

Cultural facilities are vital to our community and provide much needed space for gathering and learning. Because this would be a conditional use, the City retains full review of any proposal to ensure it is a good fit for the district. Sun Valley Museum of Art is a valued cultural hub in the Wood River Valley, providing access to art and arts education for our community, and I support allowing for a cultural facility conditional use in the LI2.

Sincerely,

Anne Umphrey
160 Proctor View Drive
Dun Valley, Idaho 83353

Sent from my iPhone

Dawn Hofheimer

From: Janet Nathanail <jnathanail@hotmail.com>
Sent: Thursday, June 18, 2026 9:25 PM
To: Participate
Subject: new art museum location

Importance: High

Follow Up Flag: Follow up
Flag Status: Flagged

Dear Members of the Ketchum City Council,

We are writing to support the proposed text amendment allowing a cultural facility as a conditional use within the Light Industrial 2 (LI2) District.

Cultural facilities are vital to our community and provide much needed space for gathering and learning. Because this would be a conditional use, the City retains full review of any proposal to ensure it is a good fit for the district. Sun Valley Museum of Art is a valued cultural hub in the Wood River Valley, providing access to art and arts education for our community, and I support allowing for a cultural facility conditional use in the LI2.

We have been members of the SVMOA for more than 12 years and really value their contribution to our community !!

Sincerely,
Janet Nathanail and William Flanz
201 Emerald Street
Ketchum

Please consider your environmental responsibility before printing this email or any other documents.

Dawn Hofheimer

From: Gary Borman <gebmusic@me.com>
Sent: Monday, June 22, 2026 12:26 PM
To: Participate
Subject: Support for conditional use of cultural facility in LI2

Dear Members of the Ketchum City Council,

I am writing to support the proposed text amendment allowing a cultural facility as a conditional use within the Light Industrial 2 (LI2) District.

Cultural facilities are vital to our community and provide much needed space for gathering and learning. Because this would be a conditional use, the City retains full review of any proposal to ensure it is a good fit for the district. Sun Valley Museum of Art is a valued cultural hub in the Wood River Valley, providing access to art and arts education for our community, and I support allowing for a cultural facility conditional use in the LI2.

Sincerely,
Gary and Anne Borman
Longtime Ketchum residents

Dawn Hofheimer

From: Carol M. Swig <swiggy50@gmail.com>
Sent: Thursday, June 18, 2026 9:01 PM
To: Participate
Subject: Support for conditional use facility in L12

Follow Up Flag: Follow up
Flag Status: Flagged

Dear Members of the Ketchum City Council,

I am writing to support the proposed text amendment allowing a cultural facility as a conditional use within the Light Industrial 2 (LI2) District.

Cultural facilities are vital to our community and provide much needed space for gathering and learning. Because this would be a conditional use, the City retains full review of any proposal to ensure it is a good fit for the district. Sun Valley Museum of Art is a valued cultural hub in the Wood River Valley, providing access to art and arts education for our community, and I support allowing for a cultural facility conditional use in the LI2.

Sincerely,

Carol Swig
POBox 359
Ketchun, ID 83340

Dawn Hofheimer

From: Lisa Caputo <lscaputo@aol.com>
Sent: Thursday, June 18, 2026 7:03 PM
To: Participate
Subject: SVMoA

Follow Up Flag: Follow up
Flag Status: Flagged

Ketchum City Council Members,

I whole heartedly support the required zoning changes to allow the Sun Valley Museum of Art to fully utilize the Biosciences building. The museum is a wonderful resource for our community. I have watched local teachers sitting together doing crafts on a Friday night, families sharing in the music and art on the first Friday of the month, classrooms of kids experiencing art, and local adults learning from the monthly Passport lecture series. All of these are community building activities that improve mental health and increase connectivity. Granting a conditional use permit would allow more students to participate and create a stronger bond with the programming at the adjacent YMCA.

Thank you,
Lisa Caputo
Sent from my iPhone

Dawn Hofheimer

From: Jason Rand <jasonrand@gmail.com>
Sent: Thursday, June 18, 2026 5:19 PM
To: Participate
Subject: Support for conditional use of cultural facility in LI2

Follow Up Flag: Follow up
Flag Status: Flagged

Dear Members of the Ketchum City Council,

I am writing to support the proposed text amendment allowing a cultural facility as a conditional use within the Light Industrial 2 (LI2) District.

Cultural facilities are vital to our community and provide much needed space for gathering and learning. Because this would be a conditional use, the City retains full review of any proposal to ensure it is a good fit for the district. Sun Valley Museum of Art is a valued cultural hub in the Wood River Valley, providing access to art and arts education for our community, and I support allowing for a cultural facility conditional use in the LI2.

Sincerely,
Jason Rand
2107 Warm Springs Road, Unit 208
Ketchum, Idaho 83340

Dawn Hofheimer

From: Carol Hughes <cghughes@pacbell.net>
Sent: Thursday, June 18, 2026 4:43 PM
To: Participate
Subject: Support for a cultural facility conditional use in the L12

Follow Up Flag: Follow up
Flag Status: Completed

I am writing to support the proposed text amendment allowing a cultural facility as a conditional use within the Light Industrial 2 (LI2) District.

The Sun Valley Museum of Art is such an important cultural center in the Wood River Valley. Space to expand its offerings and accommodate more art and participants would be such a positive thing for our area. Because this would be a conditional use, the City retains full review of any proposal to ensure it is a good fit for the district.

Thank you,
Carol Hughes
Sun Valley resident

Carol Hughes
925-212-2895 (c)
cghughes@pacbell.net

Dawn Hofheimer

From: Julie Weston <westmorjw@aol.com>
Sent: Monday, June 22, 2026 3:23 PM
To: Participate
Subject: SVMOA

Follow Up Flag: Follow up
Flag Status: Flagged

I write to support a conditional use for the location of the SVMOA in the light industrial district of Ketchum. This is a worthy and much needed expansion of the Museum. Please vote in favor.

Julie Weston and Gerhardt Morrison
195 Hopi Dr
Hailey, ID 83333

Sent from AOL on Android

Dawn Hofheimer

From: michaelroos@cox.net
Sent: Monday, June 22, 2026 1:34 PM
To: Participate
Subject: Sun Valley Museum of Art

Follow Up Flag: Follow up
Flag Status: Flagged

Dear Ketchum City Council members:

I write in support of the text amendment which would allow a cultural facility in the LI2 District.

Cultural facilities are vital to our community and provide much needed space for gathering and learning. Because this would be a conditional use, the City retains full review of any proposal to ensure it is a good fit for the district. Sun Valley Museum of Art is a valued cultural hub in the Wood River Valley, providing access to art and arts education for our community, and I support allowing for a cultural facility conditional use in the LI2.

Your consideration is greatly appreciated.

Michael Roos
Email: michaelroos@cox.net
Cell: 858.220.5618

City of Ketchum

CITY COUNCIL MEETING AGENDA MEMO

Meeting Date:	07-09-2026	Staff Member/Dept:	Ben Whipple / Public Works

Agenda Item: Ordinance 1280 – Water Restrictions Stages 1, 2 & 3 approval

Recommended Motion:

MOTION #1: "I motion to consolidate first, second, and third readings by title only for Ordinance 1280"
MOTION #2: “I motion to adopt Ordinance 1280 - Water Restrictions Stages 1, 2 & 3”

Reasons for Recommendation:

- Per Council’s direction on June 28th Council Meeting, Staff drafted Ordinance 1280 to detail municipal water restriction protocols.
- Additional outreach for Stages 2 & 3 was conducted and resulted in no significant concerns

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

Sustainability Impact:

The propose protocols work to greatly improve the City’s water conservation protocols and provide triggers for escalating during mild to severe drought scenarios as the city looks to become more sustainable in our water usage.

Financial Impact:

None OR Adequate funds exist in account:	None

Attachments:

1. Ordinance 1280

City of Ketchum

CITY COUNCIL MEETING AGENDA MEMO

Meeting Date:	July 9, 2026	Staff Member/Dept:	Jade Riley – Administration

Agenda Item: Recommendation to appoint Josh Stanek as City Attorney.

Recommended Motion:

"I recommend the appointment of Josh Stanek as City Attorney with contract approval to follow at the next meeting."

Background:

- Under Idaho Code section 67-2803, the traditional procurement processes related to solicitation of "goods and services" under Chapter 28, Title 67, Idaho Code, does not apply to the procurement of personal or professional services. Further, the Qualification Based Selection process contained in Idaho Code section 67-2320 only applies to the procurement of design professionals, construction managers, and land surveyors.

- That said, the city issued a request for qualifications from interested legal firms on April 23, 2026, with three submissions by the following legal firms:
    - Elam & Burke
    - Josh Stanek
    - White Peterson

All three firms were deemed responsive and qualified. The Mayor and Council's primary objective was to increase the service level of Legal Services. Specifically, the Council was interested in exploring local legal counsel to ensure a closer understanding of issues arising in the town and valley.
Mr. Stanek will be holding regular office hours in city hall with staff. The Council was open to this arrangement in partnership with another out-of-area law firm.

The Mayor is recommending the following:

- Josh Stanek as City Attorney
- Award a Legal Services contract to Elam & Burke which would be managed on a task order basis that Mr. Stanek does not have bandwidth to handle

Staff is recommending the Council formally take action to appoint Mr. Stanek as City Attorney and for Council to provide feedback regarding concerns with proceeding with Elam & Burke for supplemental legal services. Assuming no concerns from the Council, staff will return with detailed contracts for both Mr. Stanek and Elam & Burke.

Staff has also spoken with the current the City Attorney and Mr. Stanek to develop the following transition plan:

- July – overlap month to transition duties between existing and new City Attorney. New city attorney would bill hourly and not receive retainer.
- August – White Peterson would no longer receive monthly retainer and would bill hourly on legal matters that are assigned to them to complete.

Sustainability Impact:

No impact

Financial Impact:

None OR Adequate funds exist in account:	• The FY27 Budget allocates $210,000 for Legal Services in addition to the $50,000 for misdemeanor prosecution services which is contracted along with the other cities with another local attorney. • Mr. Stanek has proposed a monthly retainer of $14,000 based on an hourly rate of $221 for 63 hours. The proposed hourly rate is consistent with the new City Attorney contract at City of Hailey. Any hours over the 63-hour retainer would be billed at $265 per hour.

Attachments:

1. Stanek resume
2. Elam & Burke RFP submission

JOSH STANEK

PO Box 4439 • Hailey, ID 83333 • 208.720.4688 • josh@staneklaw.us

PROFESSIONAL SUMMARY

Blaine County attorney with over a decade of broad civil practice, including land use planning, civil litigation, criminal defense, estate planning, and corporate transactions. Experienced in drafting, interpreting, and negotiating contracts and agreements across a wide range of matters. Served as Staff Attorney to a District Court Judge, providing deep familiarity with Idaho courts, procedure, and legal research. Well-versed in local government law and the legal needs of small Idaho communities, with a strong commitment to public service and active civic involvement.

AREAS OF PRACTICE

- Land use planning, zoning matters, and related civil litigation
- Contract drafting, interpretation, and negotiation (commercial, residential, government)
- Municipal and local government law; civil rights (42 U.S.C. § 1983) actions
- Civil litigation: trial preparation, court appearances, motions, appeals
- Criminal law and public defense; family law; probate and estate planning
- Business and corporate law, including corporate transactions and governance
- Legal research, memoranda, and advising on risk and cost-benefit analysis

PROFESSIONAL EXPERIENCE

Stanek Law, PLLC | Hailey, ID

Owner & Attorney October 2015 – Present

- Manage a broad civil and criminal practice serving Blaine County and surrounding communities, with matters including land use planning, civil litigation, 42 U.S.C. § 1983 actions, criminal defense, family law, probate, and corporate transactions.
- Drafted, reviewed, and negotiated numerous contracts and agreements, including commercial and residential purchase and sale agreements, corporate transaction documents, and other transactional instruments.
- Handled land use planning matters, advising clients on zoning, permitting, and regulatory compliance, and representing clients in related administrative and civil proceedings.
- Regularly appeared in Idaho state courts; advised clients on litigation risks, trial strategy, and cost-benefit analysis to achieve efficient and favorable resolutions.
- Served as contract public defender for Blaine County and conflict public defender for the Idaho State Public Defender's Office.

Blaine County District Court | Hailey, ID

Staff Attorney to District Court Judge Robert J. Elgee July 2013 – August 2015

- Drafted and edited criminal and civil case decisions, court orders, jury instructions, and verdict forms to ensure timely and accurate resolution of court matters.
- Conducted extensive legal research on complex issues arising in pre-hearing preparation, trials, and appeals, enabling judges to rule from the bench on difficult questions.
- Reviewed attorney-submitted proposed orders and briefs; wrote detailed legal memoranda synthesizing law and facts on contested issues.
- Coordinated daily court operations with deputy clerks; assisted patrons of the law library with legal research; promoted fairness and professionalism in all court interactions.

COMMUNITY INVOLVEMENT

Pioneer Montessori School | Blaine County, ID
Board Member 2023 - Current

- Serve on the board of directors for Pioneer Montessori School, a local non-profit, contributing to organizational governance, strategic planning, and community stewardship.

Sun Valley Suns | Sun Valley, ID
Board Member 2025 - Current

- Serve on the board of directors for the Sun Valley Suns, contributing to organizational governance and supporting the corporation's mission in the local community.

EDUCATION

University of San Diego School of Law | San Diego, CA
Juris Doctor May 2011

- Certificate of Concentration in Business and Corporate Law — focused coursework in corporate transactions, commercial contracts, business organizations, and related transactional practice areas.

Pomona College | Claremont, CA
Bachelor of Arts, Economics May 2006

BAR ADMISSION

State Bar of Idaho, admitted October 2012

ELAM & BURKE, P.A.

ATTORNEYS AT LAW

Response to Request for Qualifications

Legal Services (City Attorney)

Submitted to:

City of Ketchum, Idaho
Attn: Trent Donat, City Clerk
tdonat@ketchumidaho.org

May 15, 2026

Primary Contact:

Abigail R. Germaine, Shareholder
251 E. Front Street, Suite 300 | Boise, Idaho 83702
T: (208) 343-5454 | E: arg@elamburke.com | www.elamburke.com

Abigail R. Germaine
Shareholder
251 E. Front St., Suite 300, Boise, ID 83702
T: (208) 343-5454 | E: arg@elamburke.com

May 15, 2026

VIA EMAIL: tdonat@ketchumidaho.org

Trent Donat, City Clerk
City of Ketchum
P.O. Box 2315
Ketchum, Idaho 83340

Re: Request for Qualifications for Legal Services (City Attorney)

Dear Mr. Donat:

Elam & Burke, P.A. is pleased to submit this response to the City of Ketchum's Request for Qualifications for Legal Services. Founded in Boise in 1928, our firm has dedicated nearly a century to delivering practical, principled, and effective legal counsel to Idaho's public entities, businesses, and communities. We would welcome the opportunity to serve as City Attorney to the City of Ketchum.

Our firm is uniquely positioned to serve Ketchum. We bring established familiarity with the Wood River Valley — Elam & Burke currently serves as legal counsel to the Ketchum Urban Renewal Agency, and our attorneys regularly work with City staff, partner agencies, and stakeholders on matters affecting Ketchum. This existing local knowledge means we have an inherent understanding of the community, its political dynamics, and its long-standing land use and water issues.

Just as importantly, Ketchum will receive the full breadth of a twenty-attorney firm. While Abigail Germaine will serve as principal contact and lead attorney, the City will have direct access to specialists across every area identified in the RFQ — municipal and public sector law, commercial real estate, land use, municipal financing, open meetings and public records, water rights, and complex litigation. In addition, the firm has experienced legal assistants and paralegals who will be available to assist with routine form contract preparation and filings.

The enclosed response addresses each of the City's submission requirements. We would be pleased to provide additional information, attend an interview, or otherwise respond to any questions the City may have. Thank you for the opportunity to be considered. We look forward to the possibility of working with you, the Mayor, the City Council, and the City staff.

Sincerely,
ELAM & BURKE, P.A.
Abigail R. Germaine
Shareholder
Enclosure: Certificate of Liability Insurance

01 — EXPERIENCE & QUALIFICATIONS

About Elam & Burke, P.A.

Elam & Burke, P.A. is one of Idaho's longest-standing law firms. With nearly a century of continuous practice, we have built a reputation for excellence, efficacy, and a teamwork-based approach to representation. We currently employ twenty attorneys, supported by a team of paralegals and professional staff, and our attorneys are licensed in Idaho, California, Montana, Oregon, Utah, and Washington.

The firm represents a broad cross-section of clients — public entities and quasi-governmental bodies; businesses ranging from closely held companies to publicly traded corporations; nonprofits; and individuals. Our practice areas include local government and public entity representation, commercial litigation, real estate, land use, environmental and water law, labor and employment, construction, business formations and corporate transactions, trust and fiduciary litigation, insurance defense, and appellate practice.

What sets Elam & Burke apart is the depth and breadth available behind every engagement. When you retain a single attorney from Elam & Burke, you retain the firm. Our attorneys consult collaboratively with one another, draw on specialized expertise as matters require, and coordinate seamlessly to deliver responsive, integrated counsel. For a public client like the City of Ketchum — whose legal needs span everything from a routine ordinance review to complex multi-party litigation — that depth is decisive.

Elam & Burke is also a member of Meritas, a global alliance of independent law firms, giving our clients access to vetted legal expertise wherever it may be needed. The firm is also actively involved in the Idaho State Bar, the Idaho Association of Defense Counsel, and numerous professional and civic organizations across the State.

Team Assigned to the City of Ketchum

The team identified below has been assembled with the specific scope of services in the RFQ in mind. Abigail Germaine will serve as principal contact and primary attorney. Each of the attorneys listed has the experience, training, and capacity to handle the matters in their respective subject areas, and each will be available to the City directly. Brief biographies follow.

Abigail R. Germaine — Shareholder

Lead — Municipal & Public Sector Law; Land Use; Open Meetings & Public Records; Water Rights

Abbey Germaine focuses her practice on municipal law, urban renewal, land use, public utilities, water, and energy. The foundation for her legal practice was established during her tenure with the City of Boise, where she offered strategic advice to the Mayor and City Council on a variety of matters and made significant contributions to the Public Works Department, with a key focus on energy and water. She joined Elam & Burke in 2021 and now advises a wide range of public-sector clients on local government,

land use, environmental law, public works, government contracting, and administrative law, regularly representing municipal clients before the Idaho Department of Water Resources, the Idaho Public Utilities Commission, and other quasi-governmental entities. Abbey is recognized as a Best Lawyers "Ones to Watch" honoree and a Super Lawyers Rising Star. She holds her J.D. from the University of Idaho College of Law (2013) and is admitted to the Idaho State Bar, the U.S. District Court for the District of Idaho, and the Ninth Circuit Court of Appeals.

Meghan Sullivan Conrad — Shareholder

Co-Lead — Municipal & Public Sector Law; Urban Renewal; Open Meetings & Public Records

Meghan Conrad joined Elam & Burke in 2006 and is a fifth-generation Idaho lawyer. She works extensively with urban renewal agencies throughout Idaho — including the Ketchum Urban Renewal Agency — structuring public-private partnerships, handling government contracts, tax-increment financing, litigation, appeals, and governmental relations. Her experience also includes tax-exempt and taxable bond transactions. Meghan is widely recognized for her urban renewal expertise and is a frequent speaker at statewide conferences on the subject. She was named an Idaho Business Review Leader in Law in 2014 and 2017, and is recognized as a Best Lawyers "Ones to Watch" honoree. She holds her J.D. from the University of Idaho College of Law (2004).

Angela K. Edwards — Of Counsel

Lead — Commercial Real Estate

Angela Edwards brings more than 25 years of experience in commercial real estate, general commercial, and technology transactions. Her career uniquely combines private-firm practice with in-house experience as a senior attorney and manager at Micron Technology, Inc., a Fortune 200 semiconductor company, where she established and oversaw the Legal Operations function in the company's global legal department. That dual perspective — outside counsel and in-house counsel — translates directly to a municipal client: Angela understands how organizations actually consume legal services, and structures her work accordingly. She holds her J.D. from Tulane University Law School (1995) and is admitted to the Idaho State Bar.

Meredith L. Kohler — Of Counsel

Support — Water Rights; Regulatory & Compliance

Meredith Kohler practices in business counseling, transactions, and outside general counsel work, with particular expertise in regulatory law, compliance, and real estate transactions. She holds dual J.D./M.B.A. credentials and previously served as in-house counsel for a global beauty and wellness brand, where she navigated multi-jurisdictional regulatory compliance. She is admitted in both Idaho and California, has been recognized as a Best Lawyers "Ones to Watch" honoree and a Super Lawyers Rising Star (2024), and supports the firm's water and natural resources practice.

Erica J. White — Of Counsel

Co-Lead — Complex Litigation; Municipal Government; Tort Claims

Erica White is an accomplished litigator whose experience is directly aligned with the litigation needs of a municipal client. She spent nearly nine years in the Ada County Prosecuting Attorney's Office, Civil Division, where the majority of her work was civil litigation — including defense of alleged civil rights violations, tort claims, attorney and medical malpractice, personal injury, whistleblower claims, and employment discrimination. In that role she also handled procurement, contracts, and public records requests, and provided legal advice to elected officials and department heads. J.D., University of Idaho College of Law (2006).

Jaclyn T. Gans — Shareholder

Co-Lead — Complex Litigation

Jaclyn Gans is a Shareholder and member of the firm's Executive Committee, with a litigation practice spanning commercial litigation, employment law, construction defect, product liability, bad faith, and trust and fiduciary disputes. She has achieved successful outcomes in Idaho state and federal district courts and before the Idaho Supreme Court. Jaclyn clerked for the Honorable Jim Jones of the Idaho Supreme Court and the Honorable B. Lynn Winmill, then-Chief Judge of the U.S. District Court for the District of Idaho. She is recognized as a Super Lawyer and Best Lawyers "Ones to Watch" honoree across multiple categories. J.D., University of Idaho (2013).

Matthew L. Walters — Shareholder & Managing Director

Co-Lead — Complex Litigation; Employment

Matt Walters is a Shareholder, current Managing Director of the firm, and has served on the firm's Executive Committee for fifteen years. His litigation practice emphasizes employment law, fiduciary and probate disputes, ski-industry litigation, product liability, first-party bad faith, and complex commercial matters. Matt was named Best Lawyers "Lawyer of the Year" in 2022 and is a Super Lawyers honoree. He is a member of the Association of Ski Defense Attorneys, the Federation of Defense & Corporate Counsel, and the Idaho Association of Defense Counsel.

Samuel A. Diddle — Shareholder

Co-Lead — Complex Litigation; Insurance & Bad Faith; Construction

Sam Diddle has spent more than thirty years helping businesses and companies navigate complex legal issues, with a practice spanning commercial litigation, business transactions, and general business representation. His litigation work places particular emphasis on health, disability, and life insurance litigation, first-party bad-faith claims, secured lending, and construction law, and he handles complex matters in both litigation and transactional contexts for local and national clients. Sam regularly provides general representation to large insurers, including contract negotiation and interfacing with government regulators. He is recognized by Best Lawyers and is admitted to practice before the Idaho courts, the U.S. District Court for the District of Idaho, the Ninth Circuit Court of Appeals, and the United States Supreme Court. J.D., University of North Carolina School of Law (1990).

Joyce A. Hemmer — Shareholder

Co-Lead — Complex Litigation; Insurance & Coverage

Joyce Hemmer is a defense litigator with nearly twenty years of experience in Idaho state and federal courts. Her practice is built on a foundation of insurance defense litigation, giving her broad expertise across professional liability, legal and medical malpractice, product liability, automobile negligence, premises liability, construction defects, employer liability, and a wide array of torts and statutory claims under both state and federal law. In addition to third-party insurance matters, she regularly advises on first-party insurance and coverage matters, commercial litigation, consumer claims, and contract disputes, and is frequently consulted to evaluate and resolve claims before suit is filed — helping clients develop strategies to avoid litigation altogether. Joyce clerked for Idaho District Judge Joel D. Horton before he took the bench as a Justice of the Idaho Supreme Court. She is recognized by Best Lawyers and Super Lawyers, and serves as 2025–2026 President of the Richard C. Fields American Inn of Court. J.D., William & Mary Law School (2005).

Alignment with Scope of Services

The City's RFQ identifies six categories of scope of services and seven applicable areas of law. Our team is positioned to deliver on each.

Scope of Services (RFQ Items 1–6):

- **1. Legal advice to elected officials, appointed officers, staff, and boards/commissions/committees —** Abigail R. Germaine (lead), Meghan S. Conrad, and Erica White. All three have direct experience advising elected and appointed bodies on the full range of governance issues, from routine to politically sensitive.
- **2. Advice on all aspects of municipal law and litigation —** Abigail R. Germaine and Meghan S. Conrad on transactional and advisory municipal matters; Jaclyn Gans and Matthew Walters on litigation, including employment, contract disputes, and tort claims; Angela K. Edwards on real estate and property matters; Erica J. White on public records request law, leases, and municipal procurement.
- **3. Attorney of Record / oversight of Attorney of Record in civil suits —** Abigail R. Germaine will coordinate as principal contact, with Jaclyn T. Gans and Matthew L. Walters serving as litigation leads. We have substantial experience overseeing special counsel and coordinating with insurance defense panel counsel where appropriate.
- **4. Prepare or review ordinances, resolutions, deeds, leases, contracts, and other legal instruments —** Abigail R. Germaine and Meghan S. Conrad regularly draft and review such instruments for Idaho municipalities and urban renewal agencies. Angela K. Edwards and Sam A. Diddle provide depth on complex commercial and real estate documents.
- **5. Review RFPs, bid invitations, development applications, agenda items, delinquent tax collections, and other matters —** Abigail R. Germaine (lead), supported by Meghan S. Conrad and Eric J. White on procurement and Angela K. Edwards and Sam A. Diddle on commercial transactions.
- **6. Attendance at Council, Planning and Zoning, and Historic Preservation Commission meetings —** Abigail R. Germaine will personally attend regular and special City Council meetings and workshops, and will attend Planning and Zoning Commission meetings as requested. Other attorneys will be made available to cover meetings on the occasion of a scheduling conflict.

Applicable Areas of Law (RFQ Experience and Qualifications):

- **Municipal, state and public sector law —** Abigail R. Germaine; Meghan S. Conrad
- **Commercial real estate —** Angela K. Edwards; Sam A. Diddle
- **Land use (planning and development) —** Abigail R. Germaine
- **Municipal financing —**Meghan S. Conrad
- **Open meetings and public records —** Abigail R. Germaine; Meghan S. Conrad, Erica J. White
- **Water rights —** Abigail R. Germaine; Meredith L. Kohler

- **Complex litigation in any of the above areas —** Jaclyn T. Gans; Matthew L. Walters; Sam A. Diddle; Joyce A. Hemmer

Ability and Capacity to Provide Services

Elam & Burke has the institutional capacity to serve as the City of Ketchum's City Attorney. Our twenty-attorney roster, paralegal team, and professional support staff are organized to handle multiple substantial public-entity engagements simultaneously, and we currently do so. Each attorney identified above has been individually consulted regarding this engagement and confirmed availability.

Day-to-day matters will flow through Abigail R. Germaine as principal contact. Routine items — calls, emails, document review, and simple drafting — will typically be turned within one to three business days, and urgent items the same business day where circumstances allow. For larger matters or matters requiring specialized expertise, Abigail R. Germaine will pull in the appropriate team member directly, eliminating the delay and inefficiency that often arises when a generalist must research outside their area. The City will know who is working on each matter, why, and at what rate.

We commit to the following practical standards of service: (i) timely response to inquiries — typically same business day for time-sensitive items; (ii) attendance at all regular and special City Council meetings, with Planning and Zoning Commission and other meetings attended on request; (iii) review and turn-around of ordinances, resolutions, contracts, and similar instruments within agreed deadlines; (iv) monthly billing with detailed, transparent time entries; and (v) direct access to the responsible attorney for the Mayor, Council, Department heads, and authorized staff.

Importantly, our existing representation of the Ketchum Urban Renewal Agency and our prior work as conflict counsel to the City means we are already familiar with Ketchum's governance structure, key personnel, current development activity, and the practical realities of operating in the Wood River Valley.

02 — PROPOSED FEE FOR SERVICES

Hourly Rates

Elam & Burke proposes the following hourly rates for legal services provided to the City of Ketchum. These rates reflect a discount from our standard schedule and are offered in recognition of the City as a public-sector client.

Timekeeper Classification	Hourly Rate
Shareholder	$325.00
Of Counsel	$325.00
Associate	$250.00
Paralegal	$150.00

Billing Methodology

Elam & Burke bills for services on a monthly basis. Invoices are itemized by timekeeper, date, and task, with a concise narrative description of the work performed. Time is recorded in tenth-of-an-hour increments (six minutes). Costs (filing fees, recording fees, courier charges, travel, and similar out-of-pocket expenses) are passed through at the firm's actual cost without markup.

We will work with the City on the following billing practices:

- Invoices delivered electronically by the 15th of each month for the prior month's services.
- Detailed task-level entries to support the City's review and any public records inquiries.
- On request, billing summaries grouped by matter, department, or board/commission.

We are committed to predictable, transparent, and reasonable billing. Where a matter is likely to exceed an anticipated budget, we will communicate proactively before incurring additional time.

03 — REFERENCES

Elam & Burke provides the following three references from Idaho governmental clients for which the firm currently provides or has recently provided legal services. The named contacts are familiar with the firm's work, our team, and our approach to public-entity representation.

Reference 1 — Elmore County - Board of County Commissioners

Contact Name and Title: Albert Hofer, Chair

Address: 2280 American Legion Boulevard, Mountain Home, Idaho 83647

Phone: 208-587-2130

Email: ahofer@elmorecountyid.gov

Nature of Work: General outside legal counsel to the Board of County Commissioners on municipal and county-government matters, including land use, public records, contracts, and related advisory and litigation work.

Length of Relationship: Over 4 years

Reference 2 — City of Boise

Contact Name and Title: Steve Burgos, Public Works Director

Address: 150 N. Capitol Boulevard, Boise, Idaho 83702

Phone: 208-608-7150

Email: sburgos@cityofboise.org

Nature of Work: Representation of the City on municipal, public works, water, and energy matters. Served in the City Attorney's office prior to joining Elam & Burke and advised department heads, the Mayor, and City Council.

Length of Relationship: 6 years

Reference 3 — Ketchum Urban Renewal Agency

Contact Name and Title: Jade Riley, Executive Director

Address: 191 5th Street West, Ketchum, Idaho 83340

Phone: 208.727.5084

Email: jriley@ketchumidaho.org

Nature of Work: Ongoing general counsel to the Agency, including urban renewal plan administration, tax-increment financing, public-private partnership structuring, development agreements, procurement,

real property disposition, open meetings and public records compliance, and related advisory matters specific to the Ketchum and Wood River Valley context.

Length of Relationship: Firm has been serving in this capacity for over 10 years.

04 — CONFLICT OF INTEREST

Elam & Burke takes the duty of loyalty and avoidance of conflicts of interest seriously and maintains a formal conflict-screening process before accepting any engagement. In connection with this proposal, the firm has conducted a conflicts check against the Mayor, members of the City Council, identified senior City staff, and known entities currently or recently doing business with the City of Ketchum.

Based on the information presently available, Elam & Burke is not aware of any current conflicts of interest that would prevent the firm from accepting an engagement to serve as legal counsel to the City of Ketchum.

However, certain potential conflicts of interest exist relative to matters involving both the City and the Ketchum Urban Renewal Agency, discussed further below. In addition, Elam & Burke represents various entities, businesses, and individuals who do business in and around the City. In the event a potential or actual conflict arises, the firm will proceed in accordance with the Idaho Rules of Professional Conduct.

Existing Ketchum-Related Representation — Disclosure

Elam & Burke currently represents the Ketchum Urban Renewal Agency, a separate body politic created under Idaho law. The Agency and the City of Ketchum are distinct legal entities, but they work closely together and are often parties to the same projects. We disclose this potential conflict in the interest of full transparency.

In practice, this existing relationship is an advantage to the City: our familiarity with the Agency's projects, the City's development trajectory, and Ketchum's institutional landscape allows us to be immediately effective on day one. To the extent any matter in the future could pose a conflict between the City and the Agency, Elam & Burke will follow Idaho Rule of Professional Conduct 1.7 — disclosing the conflict promptly and seeking informed written consent where allowable. In the event of a non-waivable conflict of interest, or if consent is withheld for any reason, the City and/or the Agency would need to obtain conflict counsel.

Ongoing Conflict Management

If selected, Elam & Burke will treat the City of Ketchum as a firm-wide client for conflict-checking purposes, meaning that future engagements proposed to any attorney at the firm will be screened against the City's interests before acceptance. Should a future matter present an actual or potential conflict, we will promptly disclose it to the City and proceed only in accordance with the Idaho Rules of Professional Conduct.

05 — INSURANCE REQUIREMENTS

Elam & Burke, P.A. maintains professional liability (lawyers' malpractice) insurance in amounts that meet or exceed the requirements customarily imposed by Idaho municipal clients, as well as commercial general liability and other appropriate coverages.

A current Certificate of Liability Insurance is provided with this submission as a separate attachment. The Certificate identifies the firm's carriers, policy numbers, coverage limits, and effective dates. Should the City require the policy to be modified Elam & Burke will work with its broker to accommodate reasonable requests if feasible.

End of Response

Elam & Burke, P.A. | Attorneys at Law | Established 1928

251 E. Front Street, Suite 300, Boise, Idaho 83702 | (208) 343-5454 | www.elamburke.com

City of Ketchum

CITY COUNCIL MEETING AGENDA MEMO

Meeting Date:	July 9, 2026	Staff Member:	Rian Rooney, Housing Dept

Agenda Item: Discussion regarding ARCH project at 180 Leadville: City partnership & FAR Exceedance Amendment (140 West 2nd Street)

Recommended Motion:

City Partnership with ARCH at 180 Leadville:

- I move to direct staff to work with ARCH to formalize an agreement authorizing waiver of Planning & Building and payment of Impact and Enterprise fees and contributions for fire protection improvements from the in-lieu housing fund in exchange for the City's First Right of Refusal on one, 1-bedroom unit at 180 Leadville.

FAR Exceedance Alternative Proposal and Amendment for 140 W. 2nd Street:

- I move to direct staff to prepare and return to Council with an amended FAR Exceedance Agreement for 140 W. 2nd Street reflecting the applicant's proposal to modify their community housing contribution.
- I move to direct staff to work with ARCH to formalize a deed restriction reflecting the agreed to terms that will be recorded on Unit 4A in the 180 Leadville Workforce Housing project.

Reasons for Recommendation:

City Financial Partnership with ARCH at 180 Leadville:

- Financial contributions and fee waivers will help ARCH achieve 11 units of housing specifically affordable for locals with incomes ranging from 80% - 140% AMI (Categories 4, 5 ,6).
- ARCH's housing development is consistent with the City's overall community housing goals.
- The City will receive First Right of Refusal to refer applicants from its own waitlist to one unit.

FAR Exceedance Alternative Proposal and Amendment for 140 W. 2nd Street:

- Applicant's proposal supports development of a new, 872 sf, 2-bedroom deed-restricted rental for Categories 4 and 5. The unit square footage is greater than the applicant's required community housing contribution, and a 2-bedroom unit creates diversity in the housing portfolio for larger household sizes.
- Collaboration with ARCH offers a pathway to future partnerships between the City and local affordable housing developers. Deed restriction would require ARCH to manage and perform compliance on the unit while prioritizing the City's housing waitlist and protecting the City's long-term interest in the property.

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

Staff is bringing forward two items for discussion related to the ARCH development at 180 Leadville. While these two items are both related to housing at 180 Leadville, they are independent and the Council should consider them individually. Staff seeks direction from the Council on each of the items prior to finalizing formal agreements for approval.

Item 1: Discussion regarding City partnership with ARCH at 180 Leadville

Background

The Planning and Zoning Commission considered the ARCH Workforce Housing Design Review application (File No. P25-033), together with the associated Lot Consolidation Preliminary Plat application (File No. P25-039), during public hearings on November 25 and December 9, 2025. The Commission approved the Design Review application subject to conditions and adopted the Findings of Fact, Conclusions of Law, and Decision on January 20, 2026.

The approved project consists of consolidation of two parcels and construction of a ten-unit housing development (plus renovation of one existing historic home). As approved, the project includes three residential buildings, two carport structures, and ten new housing units, to be operated by ARCH, the applicant, in accordance with its mission as a non-profit housing developer and provider. Because the approved development has a floor area ratio of 0.78, which is below the maximum FAR permitted by right in the Community Core zoning district, no community housing contribution associated with an FAR exceedance was required. Currently, no units in the development are to be restricted with a deed restriction granting the City of Ketchum an interest in the operation of the units as "community housing." However, ARCH will operate the housing units as "workforce housing," targeted to households at 80 – 140% of Area Median Income (City Categories 4, 5 and 6), with a requirement to work at least 30 hours per week for a Blaine County based employer. Four of the 11 total units at the site are reserved for specific area non-profit employers with which ARCH has private agreements.

On June 15, 2026, the applicant submitted a complete Final Plat application for the approved lot consolidation, which is currently under City review. No building permit application has been submitted for the ARCH project.

In March 2026, the applicant inquired whether elimination of the second-story, 2-bedroom residential unit above the south carport could be approved administratively due to structural and engineering considerations that would trigger significant additional costs. Planning staff determined that the proposed reduction in building mass could be processed through Administrative Design Review, subject to submission of revised plans and updated architectural elevations. No Administrative Design Review application has been submitted to date.

Potential City and Ketchum Urban Renewal Agency Partnership

The City has had discussions with ARCH about supporting the project with financial contributions and fee waivers. Based on the latest available information, staff estimates that the project will have approximately $109,500 in combined Planning & Building and Impact fees. Staff and ARCH have also discussed City financial contributions of $50,000 to support enhanced fire protection measures at the development, including enhanced dry wall and water flow for sprinkler systems.

Fees / Costs	Approximate Amount	Source
Planning & Building	$36,000	Waived
Impact + Enterprise	$73,500	Paid from In-lieu Fund
Fire Protection + Safety	$50,000	Paid from In-lieu Fund

Additionally, ARCH has submitted a request for financial support through Ketchum Urban Renewal Agency totaling $233,933.50 for the public improvements and infrastructure generated by the development. This application will be reviewed at the next KURA meeting on July 13.

Staff met with ARCH to discuss what agreement could be made in exchange for this financial assistance from the City and KURA. ARCH is open to an agreement that would allow the City to have a "First Right of Refusal" to refer vetted applicants from the City's community housing waitlist for income categories 4, 5 and 6 for one, 1-bedroom unit in the development.

- **Unit Prioritization**
    - 1. At vacancy, City will have first opportunity to refer qualified applicants to ARCH.
        - ARCH will notify the City of upcoming unit availability as soon as ARCH is aware of opportunity.
        - City will have a minimum of 28 days from first notification to provide qualified applicants to ARCH.
        - ARCH may conduct its own vetting and selection of referred applicants.
    - 2. If none of the City's referred applicants move forward with a lease, ARCH will provide feedback to the City. After 28 days, ARCH may fill the unit from its own waitlist.

These terms would be captured in an agreement between the City and ARCH but would not be recorded through a formal deed restriction on the property. ARCH would operate the unit and conduct compliance in accordance with its own policies.

Next Steps
Staff requests Council approval to move forward with an agreement with ARCH to waive Planning and Building Fees and cover Impact Fees for the project at 180 Leadville. With initial approval, staff will work with ARCH to draft a formal agreement memorializing these terms and the City's Right of First Refusal to refer qualified applicants.

Staff and ARCH will present to the KURA Board at its July 13 meeting.

Item 2: Alternative Proposal for FAR Exceedance Community Housing provision for 140 W. 2nd Street
Background
The Planning and Zoning Commission approved the 140 West 2nd Street Mixed-Use Design Review application (File No. P24-092) on March 25, 2025, subject to conditions, and adopted the Findings of Fact, Conclusions of Law, and Decision on April 8, 2025. The approved mixed-use building has a Floor Area Ratio (FAR) of 1.89, which exceeds the maximum FAR permitted by right in the Community Core zoning district. As a condition of approval, the project was required to provide a community housing contribution associated with the approved FAR exceedance, consisting of either 751 square feet of community housing or payment of a $450,600 in-lieu fee. The condition further required execution and recordation of a FAR Exceedance Agreement prior to issuance of a building permit.

On April 21, 2025, the City Council approved FAR Exceedance Agreement No. 25963, which memorialized the owner's obligation to satisfy the community housing contribution through payment of the $450,600 in-lieu fee at the time of building permit application.

The applicant submitted a complete building permit application on June 13, 2025. Following discussions with Planning staff regarding the potential to satisfy the community housing obligation through acquisition and restriction of an existing unit, or other alternatives, rather than payment of the in-lieu fee, the applicant requested that the City allow issuance of the building permit while pursuing an amendment to the FAR Exceedance Agreement for an alternative community housing contribution.

To facilitate that process, the City and the owner entered into Performance Bond Agreement No. 25981 on October 14, 2025. The agreement authorized issuance of the building permit while establishing milestones for the owner to identify a potential residential unit, obtain a recommendation from the Housing Department, and request amendment of the FAR Exceedance Agreement within specified timeframes. The building permit was issued on October 15, 2025, and the project is currently under construction. The agreement provides the owner eight months from building permit issuance to identify a potential residential unit for acquisition and Housing Department review, and twelve months from building permit issuance to submit a request to amend the FAR Exceedance Agreement. If no amendment request is submitted within that timeframe, the owner is required to satisfy the original obligation by paying the community housing in-lieu fee.

Proposal Details

The owner approached Housing and Planning staff about partnering with ARCH on its approved rental housing development at 180 Leadville. Planning staff explained that ARCH had inquired eliminating the second-story residential unit (Unit 4A) due to costs. Staff offered that financial support to retain this specific unit in the project could be a compelling alternative proposal.

Unit 4A is an 872 sf, 2-bedroom unit, located above the carport on the second floor. The unit includes one covered parking space in a carport, a dishwasher and washer/dryer. Staff met with ARCH to discuss terms ARCH would accept in a City of Ketchum deed restriction on this unit.

ARCH and staff have conceptually agreed to the following terms as a framework for the deed restriction:

- **Deed Restriction**
  - Unit will be deed restricted, between ARCH and City of Ketchum, running with the land. Term of at least 65 years, renewing at any transfer of the property.
- **Operation / Policies**
  - ARCH may operate the unit under its policies and consistent with its mission. Key elements to be described in the restriction.
    - Units must be occupied full-time. No subletting is allowed.
    - Tenants must be qualified local households (30 hours per week at Blaine County business or meet qualifying exception)
- **Target Income**
  - Unit will be restricted to 80% - 120% AMI (City Income Categories 4 and 5) and will not be available for lease by specified employees/employers that ARCH has other agreements with.
- **Unit Prioritization**

- 1. City will have first opportunity to refer qualified applicants to ARCH.
    - ARCH will notify the City of upcoming unit availability as soon as ARCH is aware of opportunity.
    - City will have a minimum of 28 days from first notification to provide qualified applicants to ARCH.
    - ARCH may conduct its own vetting and selection of referred applicants.
- 2. If none of the City's referred applicants move forward with a lease, ARCH will provide feedback to the City. After 28 days, ARCH may fill unit from its own waitlist.

- **Compliance**
    - ARCH will conduct annual compliance on the unit and provide City with a certification of compliance. City may request further information and perform its own audit.
- **Fire/Destruction**
    - In the event of fire/destruction of project, excess insurance proceeds will be shared with the City based on the proportion of this unit to total units in the project.
- **Enforcement**
    - Deed restriction will grant the City right to enforce and pursue performance of the deed restriction's terms.
- **Foreclosure**
    - In event deed restriction cannot survive foreclosure, City will have right to cure or purchase the unit in the event of a default.
- **Change of Ownership**
    - If ARCH ceases to be the owner of the unit for any reason, City reserves the right to require that the unit be administered in compliance with the City's community housing policies.
    - City will have right to inspect the unit, meet with the owner and tenant separately, and otherwise ensure that the owner is operating the unit in compliance with the deed restriction and policies.
    - If new owner is adjudicated to be in default of its obligations under the deed restriction, City will have the right to enter the unit, take any actions reasonably necessary to cure the default, including reviewing and approving qualified tenants for occupancy of vacant unit.

Key priorities for staff for this to be a viable community housing unit are 1) use of the City's housing waitlist to refer qualified applicants, 2) protection of the City's interests in the event ARCH is no longer the owner, 3) financial compensation from insurance proceeds in the event the unit is destroyed, 4) ability to enforce the terms of the restriction. It is important to ARCH to have confidence that the unit will not sit vacant, and they requested the ability to fill the unit with applicants from their own waitlist if the City has not provided qualified candidates after a specific period. ARCH also requested the flexibility of allowing the income target to be 80 – 120% AMI (Categories 4 and 5), which is more restrictive than the range for the rest of the development (80 – 140% AMI).

Staff's framework for reviewing alternative proposals for the community housing requirement is to consider whether the proposal provides a housing outcome as good or better than what would be provided by the outright methods. Staff is supportive of the proposal with the deed restriction terms discussed with ARCH. Unit 4B is 121 square feet larger than the applicant's community housing requirement. Staff is also supportive of receiving a deed-restricted, new construction 2-bedroom unit that is approved for development and comes with a dedicated, covered parking space

	Standard Requirement	Alternative Proposal
Target Income Category	Category 4 or below	Categories 4 to 5 (80 – 120% AMI)
Square Footage	751 sf	872 sf
Parking	Not required for CH	1 covered space
Unit Size	Not specified	2 bedrooms
Deed Restriction	Yes	Yes
Housing Waitlist	City/BCHA	1. City/BCHA 2. ARCH

Finally, staff is supportive of collaborating with ARCH on a deed-restricted community housing unit, which can serve as a model for future partnership between the City and ARCH or other affordable and workforce housing providers.

Next Steps

With Council approval on the concept, staff will return with a draft amended FAR Exceedance Agreement. Staff will also work with ARCH to develop the deed restriction.

Sustainability Impact:

n/a

Financial Impact:

None OR Adequate funds exist in account:	Impact and Enterprise fees and contributions for enhanced fire protection costs for 180 Leadville would be paid from the Housing In-Lieu Fund. Planning and Building Fees would be waived.

Attachments: None