



AGENDA

PUBLIC PARTICIPATION INFORMATION

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You will find this option on our website at www.ketchumidaho.org/meetings.

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

1. Join us via Zoom (*please mute your device until called upon*).
Join the Webinar: <https://ketchumidaho-org.zoom.us/j/85148242140>
Webinar ID: 851 4824 2140
2. Address the Commission in person at City Hall.
3. Submit your comments in writing at participate@ketchumidaho.org (*by noon the day of the meeting*).

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

CALL TO ORDER:

ROLL CALL:

COMMUNICATIONS FROM COMMISSIONERS:

1. Written Public Comment

CONSENT AGENDA:

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

2. ACTION ITEM: Approve minutes of March 29, 2022.

PUBLIC HEARING:

3. ACTION ITEM: Recommendation to approve Policy Statement for successful projects in the Community Core, Tourist, and High-Density Residential zone districts.

4. ACTION ITEM: Recommendation to approve concurrent subdivision preliminary plat, design review, and townhouse preliminary plat applications, as conditioned, and adopt findings of fact for the Snowbird Townhomes project located at 220 and 222 Bird Dr.
5. ACTION ITEM: Recommendation to review and provide direction on concurrent subdivision preliminary plat and design review permit applications for a proposed mixed-use development located at 131 N Washington Avenue (Bohica Multi-Use).

NEW BUSINESS:

6. Reports from Staff

ADJOURNMENT:

From: [HP Boyle](#)
To: [Participate](#)
Subject: Please forward to P&Z Commissioners
Date: Sunday, April 03, 2022 3:36:58 PM

Hopefully you have read GMD's letter requesting additional funding.

One part of that letter in your purview is that GMD has had to substitute materials to bring down the construction cost. Some of those substitutions may alter the basis on which the P&Z Commission approved the building.

Given that **the building GMD now proposes is not the building that you approved**, I hope you will re-review the project to ensure it meets your standards.

Thank you for your service,

Perry Boyle
Ketchum

From: [Participate](#)
To: [Suzanne McCollum](#); [Suzanne Frick](#)
Subject: FW: SVED Comments on Proposed P&Z Policy Statement on Downtown Core April 12th
Date: Tuesday, April 12, 2022 3:25:16 PM

FYI

LISA ENOURATO | CITY OF KETCHUM

Public Affairs & Administrative Services Manager

P.O. Box 2315 | 191 Fifth St. W. | Ketchum, ID 83340

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lenourato@ketchumidaho.org | www.ketchumidaho.org

From: Harry Griffith <harry@sunvalleyeconomy.org>
Sent: Tuesday, April 12, 2022 11:26 AM
To: Participate <participate@ketchumidaho.org>
Subject: SVED Comments on Proposed P&Z Policy Statement on Downtown Core April 12th

I just received this document and have not had enough time to fully digest it. However, seeing that the meeting is this evening and I am off for the city to city McCall tour shortly, I thought I would share some quick observations.

1. Process. It is not clear how this policy will be enforced. From a complexity standpoint, it is yet another official/unofficial document on top of the comp plan, existing ordinances, budding design standards and emergency ordinances that will confuse investors.
2. Content. The one issue I am most concerned with is the limitation on below grade uses. This should be a commercial decision, not a policy decision. In a town where our ability to go "up" is limited, we should have full freedom in going "down" There are numerous examples of success with going down including the celler, atkinsons, raspberry's etc.

Please share with the P&Z members. Thanks

Harry Griffith

Executive Director, Sun Valley Economic Development

www.SunValleyEconomy.org

From: [Participate](#)
To: [Suzanne Frick](#); [Suzanne McCollum](#)
Subject: FW: Comments on Policy Plan for Tonight's Meeting
Date: Tuesday, April 12, 2022 3:25:03 PM

FYI

LISA ENOURATO | CITY OF KETCHUM

Public Affairs & Administrative Services Manager

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From: Broderick Smith <broderick@silentwater.com>

Sent: Tuesday, April 12, 2022 11:46 AM

To: Participate <participate@ketchumidaho.org>; Neil Morrow <nmorrow@ketchumidaho.org>; Tim Carter <tcarter@ketchumidaho.org>; Brenda Moczygemba <BMoczygemba@ketchumidaho.org>; Matthew Mead <mmead@ketchumidaho.org>; Spencer Cordovano External <scpowexplorer@gmail.com>

Cc: Neil Bradshaw <NBradshaw@ketchumidaho.org>

Subject: Comments on Policy Plan for Tonight's Meeting

Good Morning -

I am unable to join tonight's meeting, however I had a very brief chance to quickly review the latest proposed Policy Statement this morning. I appreciate everyone's work on creating a set of policy guidelines to keep our City Vibrant - a great amount of time and work has gone into this so thanks again for committing your time to this issue. I wanted to provide some brief comments for your consideration. In my review, these are noted as "Goals" - are these "Goals" going to be "Requirements", or are they truly goals? I want to point out some fast thoughts relative to these goals as if the idea is to apply them in a blanket/prescriptive method:

- **OFFICE/COMMERCIAL:** A blanket requirement for retail fronting the Street on every project may yield some negative consequences. Commercial uses can serve a great purpose in certain locations. Seattle (and other cities) had this same idea long ago and forced developers to build only retail on the ground floor fronting the streets...due to this policy (even prior to Covid), we began to see an abundance of Vacant Retail Storefronts as the zoning code forced an oversupply of retail - the goal was vibrancy but it created the antithesis of activation/vibrancy. I would recommend Consulting with someone who understands the retail market here well - I am thinking of Paul Kenny, Matt Bogue and Matt Gelso for instance. Retail is all about LOCATION LOCATION LOCATION and its sensitive to supply/demand. We can't just require it throughout the town in a blanket fashion...some Commercial/Office or Residential fronting the street may be the best ground floor use in certain areas. If we force Developers to build too much retail, we may also see a landlord capitulate and decide to fill it with T-Shirt/Trinket Shops, Banks, and other lifeless/soulless uses that can pay high rent...
- **UNDERGROUND PARKING:** Underground parking is EXTREMELY expensive to construct when

your height is limited to 3 stories on market rate projects. This requirement will cause developers to construct more inefficient 1 lot developments where they don't have to excavate below grade. So, if more housing and commercial/retail is our goal, this requirement would lead to LESS commercial/retail. Why? Each development needs back of house space, utility room(s), an elevator etc. These back of house areas will be very similar for a 1 lot or 2 lot development...so the efficiency, or amount of actual usable/rentable area you'll see per total gross area, will be lower on the 1 lot development (*which would become many developer's preferred option*). If we want more housing/retail/commercial, we should really understand the parking requirement and how it impacts development. We can share some recent underground parking costs with the Committee and City to show this point. How about an incentive in place for below grade parking...as I believe parking is important but again it is EXTREMELY expensive to construct.

- COMMUNITY HOUSING: The Community Housing language was redlined to now call out on-site community housing on the upper floors. The sale of market rate units on the upper floors is what funds the construction of the Community Housing on L1. The financial impacts of this would be huge and it would disincentivize development. Living in downtown Ketchum on Level 1 is fantastic! Why does the developer now need to subsidize L2 and L3 as well?

I am out of my twenty minutes to provide some fast thoughts. But in summary, remember that housing downtown is the most efficient type of housing we can create per land SF (when compared to single family homes). We don't want to make it too challenging to the point where development stops occurring downtown and we keep seeing Single family sprawl further out into the hills...we need to hold some work sessions with the Community to think further about these issues.

Thank you.

Broderick Smith



Planning and Zoning Commission Special Meeting Minutes

**Tuesday, March 29, 2022, at 4:30 PM
191 5th Street West, Ketchum, ID 83340**

CALL TO ORDER

The meeting was called to order at 4:32 p.m. by Chairman, Neil Morrow.

ROLL CALL

PRESENT

- Chairman, Neil Morrow
- Vice-Chairman, Mattie Mead (*absent*)
- Commissioner, Brenda Moczygemba
- Commissioner, Tim Carter
- Commissioner, Spencer Cordovano

OTHER STAFF

- Director, Planning and Building - Suzanne Frick
- Senior Planner - Morgan Landers
- Senior Planner - Abby Rivin
- Planner - Adam Crutcher
- City Clerk - Tara Fenwick

CONSENT CALENDAR — ACTION ITEMS

Motion to approve the Consent Agenda. Motion made by Commissioner, Brenda Moczygemba, Seconded by Commissioner, Tim Carter. Voting Yea: Morrow, Moczygemba, Carter, Cordovano.

PUBLIC HEARING (*video 00:29:00*)

1. ACTION ITEM: Recommendation to consider Draft Ordinance 1234 and Draft Conditional Use Permit Policy Statement.

Senior Planner, Morgan Landers, provided a short presentation and answered questions posed by the Commission during a March 8, 2022, meeting.

Chairman, Neil Morrow called for public comment.

Public Comment:

Pam Colesworthy	<i>Video 00:29:20</i>
Nicole Ramey	<i>Video 00:38:40</i>
Reid Sanborn	<i>Video 00:35:50</i>
Mike Carr	<i>Video 00:39:35</i>
Bob Crosby	<i>Video 00:42:30</i>

Chairman, Neil Morrow closed public comment.

Commissioners discussed the material and provided feedback to staff.

Motion to recommend emergency ordinance be presented to City Council, with the feedback the

Commission provided. Motion made by Commissioner, Tim Carter, Seconded by Commissioner, Spencer Cordovano. Voting Yea: Moczygemba, Carter, Cordovano. Voting Nea: Morrow.

ADJOURNMENT

Motion to adjourn at 7:39 p.m. Motion made by Commissioner, Spencer Cordovano, Seconded by Commissioner, Tim Carter. Voting Yea: Morrow, Moczygemba, Carter, Cordovano.

Chairman, Neil Morrow
Planning and Zoning Commission

Secretary, Tara Fenwick



City of Ketchum
Planning & Building

PLANNING AND ZONING COMMISSION POLICY STATEMENT

Goals for Successful Development in the Community Core, Tourist, and High-Density Zone Districts

Adopted: April 12, 2022

The ~~Planning and Zoning Commission seeks to ensure that all projects city-adopted Emergency Ordinance 1234 which requires a Conditional Use Permit for any project~~ taking advantage of the density bonus program, outlined in Ketchum Municipal Code Section 17.124.040 – *Floor area ratios and community housing*. ~~The goal of the Conditional Use Permit is to ensure that all projects receiving a density bonus~~ contribute not only to community housing, but to the vibrancy of the community and the economic stability of Ketchum. The 2014 Ketchum Comprehensive Plan outlines future land uses for each zone district in Ketchum which were codified in 2015 when the zoning regulations were updated to include stated purposes for each zone district. To provide additional clarity to the development community, the following information outlines the purpose of each zone district and outlines the expectations and type of projects encouraged by the Planning and Zoning Commission.

Community Core (CC-1 and CC-2)

Zoning Ordinance Purpose

The purpose of the CC community core district is to promote a compact and cohesive center of commerce and culture, to promote an attractive and safe pedestrian environment which includes sidewalks, gathering spaces, streetscape amenities and landscaping, to retain the unique small-town scale and character and to encourage buildings which respect Ketchum's historical and geographic context while providing diversity. Compatible mixed uses including retail, office, residential and cultural uses are encouraged. Commercial uses are concentrated in the CC District which is consistent with the City's comprehensive plan and the downtown master plan.

Successful projects in the Community Core - Retail Core subdistrict ~~have~~:

- ~~Maximized~~ ground floor restaurant and retail uses with outdoor public amenities such as outdoor seating and dining.
- ~~Retain as much square footage of any existing retail and restaurant uses as possible.~~
- ~~Have u~~pper floors of primarily office use and minimal residential.
- ~~Include o~~n-site community housing ~~on upper floors.~~
- ~~Include P~~arking allocations that do not exceed minimum parking requirements, except for public parking.
- ~~Have u~~nderground or tuck under parking for projects on more than one Ketchum Townsite Lot.
- ~~Limit B~~elow grade uses ~~to primarily limited to~~ storage, mechanical, and parking.

Successful projects in the Community Core - Mixed Use subdistrict ~~have~~:

- Maximized ground floor restaurant and retail uses with outdoor public amenities such as outdoor seating and dining.

- Primarily active commercial on the ground floor such as retail, restaurants, recreation, health/wellness services, and government.
- Have Upper floors of primarily contain commercial or residential uses.
- Retain as much square footage of any existing retail and restaurant uses as possible.
- Place Conpassive commercial uses, such as office, on the upper floors. If officeLimited office uses are on the ground floor, it is limited but and should not be fronting the street.
- Limit Below grade uses limited to primarily storage, mechanical, and parking. Placement of commercial or residential uses below grade is not appropriate.
- Include Parking allocations that do not exceed minimum parking requirements, except for public parking.
- Have Underground parking for projects on more than one Ketchum Townsite Lot.
- ~~Upper floors primarily contain commercial or residential uses.~~
- Have On-site community housing on upper floors.
- ~~100% residential projects have~~ Have strong connection to the street when the project is 100% residential, such as individual entrances to each ground floor residential unit and ~~non-privatized~~ outdoor ~~common~~ areas.

Tourist (T)

Zoning Ordinance Purpose

The purpose of the T Tourist District is to provide the opportunity for high density residential and tourist use, land ownership and development including certain restricted business and personal service establishments in conjunction with such use, which can be justified on the basis of the primary use within the district. Tourist district classifications are intended to be carefully placed in the neighborhood structure to assure the closest possible compatibility with the surrounding uses and development. Dimensional requirements in this zone are designed to complement and enhance the neighborhoods in this zone, and to encourage articulation and quality design in new buildings. The tourist zone contains several distinct areas, including the Entrance Corridor, Second Avenue, River Run, Warm Springs Base Area and Saddle Road.

Successful projects in the Tourist zone district have:

- High density residential projects with a variety of housing unit types and sizes.
- On-site community housing on upper floors.
- ~~Active non-privatized common areas~~
- Active and passive commercial uses and hotels focused on serving visitors and second homeowners.
- Underground parking where feasible to maximize public gathering areas

T-3000, T-4000, and General Residential-High Density (GR-H)

Zoning Ordinance Purpose

GR-H: The purpose of the GR-H General Residential - High Density District is to accommodate the need for higher density residential land use alternatives within a district generally limited to residential uses while still preserving neighborhood amenities and favorable aesthetic surroundings.

Tourist-3000 and Tourist-4000: The purpose of the T-3000 District is to provide the opportunity for short term tourist accommodations with limited tourist support services subordinate to and in conjunction with tourist housing. Dimensional requirements in this zone are designed to complement and enhance the neighborhoods in this zone and to encourage articulation and quality design in new buildings.

Successful multi-family residential developments have:

- High-density residential projects with a variety of housing unit types and sizes within the entirety of a project
- On-site community housing
- ~~Active non-privatized common areas~~

Neil Morrow, Chair

City of Ketchum

Planning and Zoning Commission



City of Ketchum
Planning & Building

PLANNING AND ZONING COMMISSION POLICY STATEMENT

Goals for Successful Development in the Community Core, Tourist, and High-Density Zone Districts

Adopted: April 12, 2022

The Planning and Zoning Commission seeks to ensure that all projects taking advantage of the density bonus program, outlined in Ketchum Municipal Code Section 17.124.040 – *Floor area ratios and community housing*, contribute not only to community housing, but to the vibrancy of the community and the economic stability of Ketchum. The 2014 Ketchum Comprehensive Plan outlines future land uses for each zone district in Ketchum which were codified in 2015 when the zoning regulations were updated to include stated purposes for each zone district. To provide additional clarity to the development community, the following information outlines the purpose of each zone district and outlines the expectations and type of projects encouraged by the Planning and Zoning Commission.

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Successful projects in the Community Core - Retail Core subdistrict:

- Maximized ground floor restaurant and retail uses with outdoor public amenities such as outdoor seating and dining.
- Retain as much square footage of any existing retail and restaurant uses as possible.
- Have upper floors of primarily office use and minimal residential.
- Include on-site community housing on upper floors.
- Include parking allocations that do not exceed minimum parking requirements, except for public parking.
- Have underground or tuck under parking for projects on more than one Ketchum Townsite Lot.
- Limit below grade uses to primarily storage, mechanical, and parking.

Successful projects in the Community Core - Mixed Use subdistrict:

- Maximized ground floor restaurant and retail uses with outdoor public amenities such as outdoor seating and dining.

- Primarily active commercial on the ground floor such as retail, restaurants, recreation, health/wellness services, and government.
- Have upper floors of primarily commercial or residential uses.
- Retain as much square footage of any existing retail and restaurant uses as possible.
- Place passive commercial uses, such as office, on the upper floors. If office uses are on the ground floor, it is limited and should not front the street.
- Limit below grade uses to primarily storage, mechanical, and parking.
- Include parking allocations that do not exceed minimum parking requirements, except for public parking.
- Have underground parking for projects on more than one Ketchum Townsite Lot.
- Have on-site community housing on upper floors.
- Have strong connection to the street when the project is 100% residential, such as individual entrances to each ground floor residential unit and outdoor areas.

Tourist (T)

Zoning Ordinance Purpose

The purpose of the T Tourist District is to provide the opportunity for high density residential and tourist use, land ownership and development including certain restricted business and personal service establishments in conjunction with such use, which can be justified on the basis of the primary use within the district. Tourist district classifications are intended to be carefully placed in the neighborhood structure to assure the closest possible compatibility with the surrounding uses and development. Dimensional requirements in this zone are designed to complement and enhance the neighborhoods in this zone, and to encourage articulation and quality design in new buildings. The tourist zone contains several distinct areas, including the Entrance Corridor, Second Avenue, River Run, Warm Springs Base Area and Saddle Road.

Successful projects in the Tourist zone district have:

- High density residential projects with a variety of housing unit types and sizes.
- On-site community housing on upper floors.
- Active and passive commercial uses and hotels focused on serving visitors and second homeowners.
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T-3000, T-4000, and General Residential-High Density (GR-H)

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Successful multi-family residential developments have:

- High-density residential projects with a variety of housing unit types and sizes within the entirety of a project
- On-site community housing

Neil Morrow, Chair

City of Ketchum

Planning and Zoning Commission



City of Ketchum
Planning & Building

STAFF REPORT
KETCHUM PLANNING AND ZONING COMMISSION
REGULAR MEETING OF APRIL 12, 2022

- PROJECT:** Snowbird Townhomes
- APPLICATIONS:** Subdivision Preliminary Plat (P21-056) – Snowbird Subdivision
Design Review (P21-061) and Townhouse Prelim Plat (P21-058)– Lot 1A
Design Review (P21-062) and Townhouse Prelim Plat (P21-059) – Lot 2A
- REPRESENTATIVE:** Tom Williams, TRW Architecture Chtd. (Architect)
Dave Patrie, Benchmark Associates (Engineer)
- PROPERTY OWNER:** Scott J. Edwards
- REQUEST:** Subdivision Preliminary Plat for the reconfiguration of lot lines and access within the Snowbird Subdivision. Two separate Final Design Review and Townhouse Preliminary Plat applications for the development of two detached townhomes on each lot. Each Lot is approximately 10,000 square feet and each townhouse is approximately 3,700 square feet.
- LOCATION:** 220 and 222 Bird Dr – Lots 1 and 2, Block 1, Snowbird Subdivision
- ZONING:** General Residential – Low Density (GR-L)
- REVIEWER:** Morgan R. Landers, AICP – Senior Planner
- NOTICE:** A public hearing notice for the project was mailed to all owners of property within 300 feet of the project site and all political subdivisions on March 23, 2022. The public hearing notice was published in the Idaho Mountain Express the on March 23, 2022. A notice was posted on the project site and the city’s website on March 23, 2022.

EXECUTIVE SUMMARY:

The Applicant is proposing four detached townhomes each approximately 3,700 square feet and three stories (the “project”), located at 220 and 222 Bird Dr. (the “subject property”). The subject property is a two-lot subdivision platted in 1990, named Snowbird Subdivision, zoned General Residential – Low Density (GR-L). Please see Attachments C and E for overall site plans for the project. Detached townhomes are a permitted use within the GR-L zone district but restricted to a maximum of two dwelling units per lot per Ketchum Municipal Code 17.12.020 – *District Use Matrix*.

The existing subdivision includes one lot fronting Bird Dr. and a flag lot with limited frontage on Bird Dr. as shown in Figure 1. The current flag lot condition is nonconforming as the

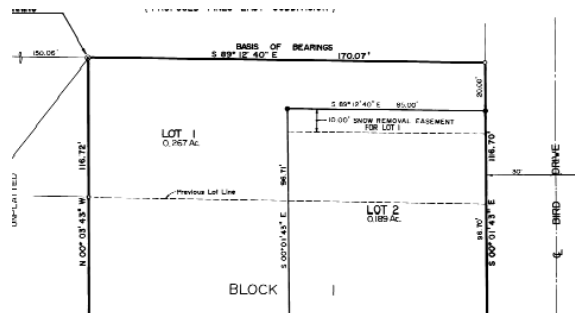


Figure 1: Snowbird Subdivision

subdivision regulations do not permit flag lots. To develop the property with the proposed four detached townhouses, two per lot, the applicant has proposed to first reconfigure the lot lines between Lots 1 and 2 and realign the access to a consolidated central access easement as shown on the Preliminary Plat included as Attachment B. After the reconfiguration of lot lines and access, design review approval and townhouse subdivision preliminary plat approval are required separately for each lot for the proposed detached townhouses. The applicant has submitted all five required applications as outlined above for consideration by the Planning and Zoning Commission. See Attachments A through F for application materials and project plans for each lot.

The project will construct improvements to the right-of-way per the City of Ketchum improvement standards. All improvements to the right-of-way will be reviewed and approved by the City Engineer and Streets Department prior to issuance of a building permit. See Attachment E for preliminary right-of-way improvements.

The applicant has requested phased development agreements for both lots to permit the filing of the final plats once a certificate of occupancy has been issued for the first unit. Staff is supportive of the request and has drafted two phased development agreements, one for each lot, for consideration by the Planning and Zoning Commission. The agreement for Lot 1A is included as Attachment G and the agreement for Lot 2A is included in Attachment H.

Based on thorough review of all requirements, standards, and criteria for each application, staff believes each application to be in conformance with all requirements of the zoning code, all standards related to design review, and all subdivision requirements for subdivision and townhouse preliminary plats. Please see the following Attachments for complete review of all standards for each application:

- Reconfiguration of Lot Lines and Access
 - Attachment I: Subdivision Preliminary Plat (P21-056)
- Lot 1A
 - Attachment J: Design Review for Lot (P21-061)
 - Attachment K: Townhouse Preliminary Plat (P21-058)
- Lot 2A
 - Attachment L: Design Review (P21-062)
 - Attachment M: Townhouse Preliminary Plat (P21-059)

BACKGROUND:

The City of Ketchum received the applications for Subdivision Preliminary Plat, Townhouse Preliminary Plat, and Design Review on June 22, 2021. The applications were reviewed concurrently and certified complete on March 1, 2022. Following receipt of the complete application, staff routed the application materials to all city departments for review. Department comments were provided to the applicant on March 1, 2022.

SUBDIVISION PRELIMINARY PLAT – RECONFIGURATION OF LOT LINES AND ACCESS

Conformance with Subdivision Regulations

Staff reviewed the subdivision preliminary plat application for reconfiguration of lot lines and access (P21-056) for conformance with KMC 16.04.030 – *Procedures for subdivision approval* and KMC 16.04.040 – *Development and Design*. Please see Attachment I 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 or new infrastructure. The application does not propose any new streets, water or sewer extensions of main lines, or master drainage 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 believes the proposed preliminary plat, as conditioned, meets all applicable subdivision requirements and standards for a preliminary plat.

TOWNHOUSE DEVELOPMENT OF LOT 1A

Conformance with Zoning and Design Review Standards

Per Ketchum Municipal Code (KMC) §17.96.010.A – *Applicability*, design review is required for all new multi-family dwellings including attached and detached townhomes. Before granting Design Review approval, the Commission must determine that the application meets two criteria: (1) the project doesn't jeopardize the health, safety, or welfare of the public, and (2) the project conforms to all Design Review standards and zoning regulations (KMC §17.96.050.A).

Conformance with Zoning Regulations

During department review, city staff reviewed the project for conformance with all applicable zoning code requirements including uses, dimensional limitations, signage, parking, development standards, and dark skies. The project follows all applicable zoning code requirements. Review of compliance with zoning and dimensional standards can be found in Attachment J.

Conformance with Design Review Improvements and Standards

During department review, city staff reviewed the project for conformance with all applicable design review improvements and standards outlined in KMC §17.96.060 – *Improvements and Standards*. Staff also reviewed the project for conformance with all corresponding city code requirements related to right-of-way improvements including but not limited to sidewalks, street lighting, alleys, and on-street parking. Staff believes that either a requirement is not applicable due to the scope of the project, or requirements are met. Please see Attachment J for a review of all design review improvements and standards.

Conformance with Subdivision Regulations

Staff reviewed the townhouse preliminary plat (P21-058) for conformance with KMC 16.04.030 – *Procedures for subdivision approval*, KMC 16.04.040 – *Development and Design*, and KMC 16.04.080 – *Townhouses*. Please see Attachment K 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 or new infrastructure. The application does not propose any new streets, water or sewer extensions of main lines, or master drainage 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.

TOWNHOUSE DEVELOPMENT OF LOT 2A

Conformance with Zoning and Design Review Standards

Per Ketchum Municipal Code (KMC) §17.96.010.A – *Applicability*, design review is required for all new multi-family dwellings including attached and detached townhomes. Before granting Design Review approval, the Commission must determine that the application meets two criteria: (1) the project doesn't jeopardize the health, safety, or welfare of the public, and (2) the project conforms to all Design Review standards and zoning regulations (KMC §17.96.050.A).

Conformance with Zoning Regulations

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

The project follows all applicable zoning code requirements. Review of compliance with zoning and dimensional standards can be found in Attachment L.

Conformance with Design Review Improvements and Standards

During department review, city staff reviewed the project for conformance with all applicable design review improvements and standards outlined in KMC §17.96.060 – *Improvements and Standards*. Staff reviewed the project for conformance with all corresponding city code requirements related to right-of-way improvements including but not limited to sidewalks, street lighting, alleys, and on-street parking. Staff believes that either a requirement is not applicable due to the scope of the project, or requirements are met. Please see Attachment L for a review of all design review improvements and standards.

During department review, staff provided a comment to the applicant team related to design review standard 17.96.0060.F.6 that states “Building(s) shall orient toward their primary street frontage”. Currently, each townhouse is oriented toward the central driveway with the front door of the unit internal to the development. As shown in the renderings and elevations on Sheet A5.0, the front entries to the units face the street but are significantly stepped back as the garage occupies most of the ground floor on the street side. However, there are upper floor balconies that face the street on the second and third floors. The intent of the standard is to ensure that projects interact with the street, which supports integration of neighborhoods through interactions between residents. The second-floor balconies serve to facilitate that engagement even though the entry to the units is set back.

Sheet L-1.1 shows two entry monuments to the project within the 10-foot public utility easement. Fences and other non-permanent structures are permitted along the boundaries of easements; however, the design of these monuments includes a portion that encroaches into the easement. Staff recommends condition of approval #2 to address the monument, stipulating that approval from utility providers is required prior to building permit application. If approval is not granted by utility providers, the monuments will either need to be removed completely or relocated outside the easement.

Conformance with Subdivision Regulations

Staff reviewed the townhouse preliminary plat (P21-059) for conformance with KMC 16.04.030 – *Procedures for subdivision approval*, KMC 16.04.040 – *Development and Design*, and KMC 16.04.080 – *Townhouses*. Please see Attachment M 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 or new infrastructure. The application does not propose any new streets, water or sewer extensions of main lines, or master drainage 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

Staff recommends approval all applications subject to the conditions of approval outlined below:

Subdivision Preliminary Plat (P21-056)

1. The Final Plat application shall include a plat note that states the access easement shall remain open and unobstructed year-round.
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.

Design Review for Lot 1A (P21-061)

1. The preliminary plat is subject to all applicable provisions of the Phased Development Agreement #22764.
2. Final civil drawings prepared by an engineer registered in the State of Idaho which include specifications for right-of-way, utilities, and drainage improvements shall be submitted for review and approval by the City Engineer, Streets, and Utilities departments prior to issuance of a building permit for the project.
3. The term of Design Review approval shall be twelve (12) months from the date that the Findings of Fact, Conclusions of Law, and Decision are adopted by the Commission or upon appeal, the date the approval is granted by the Council subject to changes in zoning regulations.
4. In addition to the requirements set forth in this Design Review approval, this project shall comply with all applicable local, state, and federal laws.

Townhouse Preliminary Plat for Lot 1A (P21-056)

1. The preliminary plat is subject to all conditions of approval associated with Design Review approval 21-061.
2. The preliminary plat is subject to all applicable provisions of the Phased Development Agreement #22764.
3. The Final Plat application shall include a plat note that states the private driveway shall remain open and unobstructed for a minimum width of 20 feet year-round.
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.

Design Review for Lot 2A (P21-062)

1. The preliminary plat is subject to all applicable provisions of the Phased Development Agreement #22765.
2. Prior to submittal of the first building permit application, the applicant shall receive written approval from utility providers for the placement of entry monuments within the public utility easement. Failure to obtain such approval shall result in the removal or relocation of said monuments.
3. Final civil drawings prepared by an engineer registered in the State of Idaho which include specifications for right-of-way, utilities, and drainage improvements shall be submitted for review and approval by the City Engineer, Streets, and Utilities departments prior to issuance of a building permit for the project.
4. The term of Design Review approval shall be twelve (12) months from the date that the Findings of Fact, Conclusions of Law, and Decision are adopted by the Commission or upon appeal, the date the approval is granted by the Council subject to changes in zoning regulations.
5. In addition to the requirements set forth in this Design Review approval, this project shall comply with all applicable local, state, and federal laws.

Townhouse Preliminary Plat for Lot 2A (P21-059)

1. The preliminary plat is subject to all conditions of approval associated with Design Review approval 21-062.
2. The preliminary plat is subject to all applicable provisions of the Phased Development Agreement #22764.
3. The Final Plat application shall include a plat note that states the private driveway shall remain open and unobstructed for a minimum width of 20 feet year-round.
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.

RECOMMENDED MOTIONS

“I move to recommend approval of the subdivision preliminary plat for the Snowbird Subdivision, as conditioned, and adopt findings of fact as it meets all requirements for a subdivision preliminary plat.”

“I move to approve the design review application and recommend approval of the townhouse preliminary plat and phased development agreement for Lot 1A of the Snowbird Townhomes project, as conditioned, and adopt the findings of fact as the applications meet all standards and requirements for design review and townhouse subdivision.”

“I move to approve the design review and recommend approval of the townhouse preliminary plat and phased development agreement for Lot 2A of the Snowbird Townhomes project, as conditioned, and adopt the findings of fact as the applications meet all standards and requirements for design review and townhouse subdivision.”

ATTACHMENTS

- A. Application Materials and Supporting Documents for all applications
- B. Subdivision Preliminary Plat plan set – Snowbird Subdivision (P21-056)
- C. Plan Set - Design Review for Lot 1A (P21-061)
- D. Plan Set - Townhouse Preliminary Plat for Lot 1A (P21-058)
- E. Plan Set - Design Review for Lot 2A (21-062)
- F. Plan Set - Townhouse Preliminary Plat for Lot 2A (021-059)
- G. Phased Townhouse Subdivision Agreement #22764 for Lot 1A
- H. Phased Townhouse Subdivision Agreement #22765 for Lot 2A
- I. Draft Findings of Fact, Conclusions of Law, and Decision for P21-056
- J. Draft Findings of Fact, Conclusions of Law, and Decision for P21-061
- K. Draft Findings of Fact, Conclusions of Law, and Decision for P21-058
- L. Draft Findings of Fact, Conclusions of Law, and Decision for P21-062
- M. Draft Findings of Fact, Conclusions of Law, and Decision for P21-059



City of Ketchum
Planning & Building

OFFICIAL USE ONLY	
File Number:	P21-056
Date Received:	6-22-21
By:	mf
Fee Paid:	
Approved Date:	
Denied Date:	
By:	

Lot Line Shift Application

OWNER INFORMATION	
Owner Name: SCOTT J. EDWARDS	
Mailing Address: 13019 NAOMILAWN DRIVE SW, LAKEWOOD, WA 98498	
Phone: 253-576-8566	
Email: sjed55@gmail.com	
PROJECT INFORMATION	
Name of Proposed Plat: SNOWBIRD SUBD: LOTS 1A & 2A	
Representative of Owner: GARTH MCCLURE, BENCHMARK ASSOCIATES	
Phone: 208-726-9512	
Mailing Address: PO BOX 733, KETCHUM, ID 83340	
Email: garth@bma5b.com	
Legal Land Description: LOTS 1 & 2, SNOWBIRD SUBDIVISION	
Street Address: 220 & 222 BIRD DRIVE	
Number of Lots: 2	Number of Units: N/A
Total Land Area in Square Feet: +/- 19,801 SF	Current Zoning District: GR-L
Overlay District: <input type="checkbox"/> Flood <input type="checkbox"/> Mountain <input type="checkbox"/> Avalanche	
Easements to be Dedicated on the Final Plat (Describe Briefly):	
EXISTING 10' PUE CENTERED ON ALL SIDE AND REAR LOT LINES.	
PROPOSED 10' PUE ALONG FRONT LOT LINE.	
PROPOSED 20' WIDE MUTUAL RECIPROCAL DRIVEWAY & UTILITY EASEMENT TO BENEFIT LOTS 1A & 2A.	
ATTACHMENTS	
Attachments Necessary to Complete Application:	
1. A copy of a current lot book guarantee and recorded deed to the subject property;	
2. One (1) copy of preliminary plat; and,	
3. A CD or email of an electronic (.pdf) of the plat.	

Applicant agrees in the event of a dispute concerning the interpretation or enforcement of the Lot Line Shift Application, in which the City of Ketchum is the prevailing party, to pay reasonable attorney fees, including attorney fees on appeal, and expenses of the City of Ketchum. I, the undersigned, certify that all information submitted with and upon this application form is true and accurate to the best of my knowledge and belief.

Garth McClure REP.
Signature of Owner/Representative

5.11.21
Date



City of Ketchum
Planning & Building

Design Review Application

OFFICIAL USE ONLY
File Number:
Date Received:
By:
Pre-Application Fee Paid:
Design Review Fee Paid:
Approved Date:
Denied Date:
By:
ADRE: Yes <input type="checkbox"/> No <input type="checkbox"/>

APPLICANT INFORMATION				
Project Name:SNOWBIRD TOWNHOMES LOT- 1A		Phone:253-576-8566		
Owner:SCOTT EDWARDS		Mailing Address:		
Email:sjed55@gmail.com		13019 Naomilawn Dr. Lakewood, Washington 98498		
Architect/Representative:Tom Williams -TRW Architecture Chtd.		Phone:208.371.9298		
Email:trw@trwarchitecture.com		Mailing Address:		
Architect License Number:AR# 1710		515 E. Parkway Ct Boise, Idaho 83706		
Engineer of Record: Not Yet Selected		Phone:		
Email:		Mailing Address:		
Engineer License Number:				
<i>All design review plans and drawings for public commercial projects, residential buildings containing more than four (4) dwelling units and development projects containing more than four (4) dwelling units shall be prepared by an Idaho licensed architect or an Idaho licensed engineer.</i>				
PROJECT INFORMATION				
Legal Land Description:Lot 1A Snowbird Subdivision				
Street Address:222 BIRD DRIVE				
Lot Area (Square Feet):1A/ .22ac = 9,779 +-				
Zoning District: GRL				
Overlay District: <input type="checkbox"/> Floodplain <input type="checkbox"/> Avalanche <input type="checkbox"/> Mountain				
Type of Construction: <input checked="" type="checkbox"/> New <input type="checkbox"/> Addition <input type="checkbox"/> Remodel <input type="checkbox"/> Other				
Anticipated Use:Residential		Number of Residential Units:4		
TOTAL FLOOR AREA				
	Proposed		Existing	
Basements	0	Sq. Ft.	0	Sq. Ft.
1 st Floor	1372.25	Sq. Ft.	0	Sq. Ft.
2 nd Floor	1407.87	Sq. Ft.	0	Sq. Ft.
3 rd Floor	1407.87	Sq. Ft.	0	Sq. Ft.
Mezzanine		Sq. Ft.	0	Sq. Ft.
Total House	4187.99	Sq. Ft.	0	Sq. Ft.
FLOOR AREA RATIO				
Community Core:		Tourist:	General Residential-High:	
BUILDING COVERAGE/OPEN SPACE				
Percent of Building Coverage: 1407.87sf / 9779sf = 14.39% (2) = 28.79%				
DIMENSIONAL STANDARDS/PROPOSED SETBACKS				
Front:#3-16ft, @ 4-15'-11"	Side:12'-6"	Side:71'- 6"	Rear:15'-6"	
Building Height: 34'-8 1/8"				
OFF STREET PARKING				
Parking Spaces Provided: 2 per unit - 4 total				
Curb Cut:32'-0" Sq. Ft.		27.55%		
WATER SYSTEM				
<input checked="" type="checkbox"/> Municipal Service		<input type="checkbox"/> Ketchum Spring Water		

The Applicant agrees in the event of a dispute concerning the interpretation or enforcement of the Design Review Application in which the city of Ketchum is the prevailing party, to pay the reasonable attorney fees, including attorney fees on appeal and expenses of the city of Ketchum. I, the undersigned, certify that all information submitted with and upon this application form is true and accurate to the best of my knowledge and belief.

Thomas R Williams - TRW Architevcture Chtd. 11/11/2021

Signature of Owner/Representative

Date

DESIGN REVIEW EVALUATION STANDARDS
(May not apply to Administrative Design Review):

17.96.060: IMPROVEMENTS AND STANDARDS FOR ALL PROJECTS

A. Streets:

1. The applicant shall be responsible for all costs associated with providing a connection from an existing city streets to their development.
2. All streets designs shall be in conformance with the right-of-way standards and approved by the Public Works Director.

B. Sidewalks:

1. All projects under 17.96.010(A) that qualify as a "Substantial Improvement" shall install sidewalks in conformance with the right-of-way standards. Sidewalk improvements may be waived for projects that qualify as a "Substantial Improvement" which comprise additions of less than 250 square feet of conditioned space.
2. 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.
3. 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.
4. The city may approve and accept voluntary cash contributions in-lieu of the above described improvements, which contributions must be segregated by the city and not used for any purpose other than the provision of these improvements. The contribution amount shall be one hundred ten percent (110%) of the estimated costs of concrete sidewalk and drainage improvements provided by a qualified contractor, plus associated engineering costs, as approved by the Public Works Director. Any approved in-lieu contribution shall be paid before the city issues a certificate of occupancy.

C. Drainage:

1. All storm water shall be retained on site.
2. Drainage improvements constructed shall be equal to the length of the subject property lines adjacent to any public street or private street.
3. The Public Works Director may require additional drainage improvements as necessary, depending on the unique characteristics of a site.



City of Ketchum
Planning & Building

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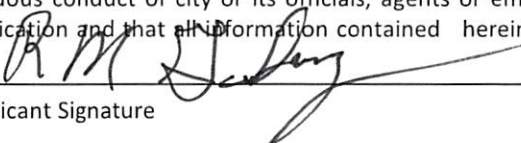
Subdivision Application

OFFICIAL USE ONLY	
App/Plat No:	P21-058
Date Rec'd:	6-22-21
By:	mp
Fee Paid:	\$1050-
Approved Date:	
By:	

Submit completed application and payment to the Planning and Building Department, PO Box 2315, Ketchum, ID 83340 or hand deliver to Ketchum City Hall, 480 East Ave. N., Ketchum. If you have questions, please contact the Planning and Building Department at (208) 726-7801. To view the Development Standards, visit the City website at: www.ketchumidaho.org and click on Municipal Code.

APPLICANT INFORMATION			
Name of Proposed Subdivision: SNOWBIRD TOWNHOMES, PHASE TWO ONE			
Owner of Record: SCOTT J. EDWARDS			
Address of Owner: 13019 NAOMILAWN DRIVE			
Representative of Owner: GARTH MCCLURE, BENCHMARK ASSOCIATES			
Legal Description: LOT 1A, SNOWBIRD SUBDIVISION			
Street Address: 222 BIRD DRIVE			
SUBDIVISION INFORMATION			
Number of Lots/Parcels: 2 SUBLOTS			
Total Land Area: 022 ACRE.			
Current Zoning District: GR-L			
Proposed Zoning District: GR-L			
Overlay District: N/A			
TYPE OF SUBDIVISION			
Condominium <input type="checkbox"/>	Land <input type="checkbox"/>	PUD <input type="checkbox"/>	Townhouse <input checked="" type="checkbox"/>
Adjacent land in same ownership in acres or square feet:			
Easements to be dedicated on the final plat: EASEMENTS PER PREVIOUS PLAT.			
Briefly describe the improvements to be installed prior to final plat approval: DRYWELLS, UTILITY SERVEICES, HEATED PAVER DRIVEWAY, TOWNHOUSE UNITS			
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.			

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.


21 Jun 2021
 Applicant Signature Date



City of Ketchum
Planning & Building

Design Review Application

OFFICIAL USE ONLY
File Number:
Date Received:
By:
Pre-Application Fee Paid:
Design Review Fee Paid:
Approved Date:
Denied Date:
By:
ADRE: Yes <input type="checkbox"/> No <input type="checkbox"/>

APPLICANT INFORMATION				
Project Name:SNOWBIRD TOWNHOMES LOT- 1A		Phone:253-576-8566		
Owner:SCOTT EDWARDS		Mailing Address:		
Email:sjed55@gmail.com		13019 Naomilawn Dr. Lakewood, Washington 98498		
Architect/Representative:Tom Williams -TRW Architecture Chtd.		Phone:208.371.9298		
Email:trw@trwarchitecture.com		Mailing Address:		
Architect License Number:AR# 1710		515 E. Parkway Ct Boise, Idaho 83706		
Engineer of Record: Not Yet Selected		Phone:		
Email:		Mailing Address:		
Engineer License Number:				
<i>All design review plans and drawings for public commercial projects, residential buildings containing more than four (4) dwelling units and development projects containing more than four (4) dwelling units shall be prepared by an Idaho licensed architect or an Idaho licensed engineer.</i>				
PROJECT INFORMATION				
Legal Land Description:Lot 1A Snowbird Subdivision				
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Zoning District: GRL				
Overlay District: <input type="checkbox"/> Floodplain <input type="checkbox"/> Avalanche <input type="checkbox"/> Mountain				
Type of Construction: <input checked="" type="checkbox"/> New <input type="checkbox"/> Addition <input type="checkbox"/> Remodel <input type="checkbox"/> Other				
Anticipated Use:Residential		Number of Residential Units:4		
TOTAL FLOOR AREA				
	Proposed		Existing	
Basements	0	Sq. Ft.	0	Sq. Ft.
1 st Floor	1372.25	Sq. Ft.	0	Sq. Ft.
2 nd Floor	1407.87	Sq. Ft.	0	Sq. Ft.
3 rd Floor	1407.87	Sq. Ft.	0	Sq. Ft.
Mezzanine		Sq. Ft.	0	Sq. Ft.
Total House	4187.99	Sq. Ft.	0	Sq. Ft.
FLOOR AREA RATIO				
Community Core:		Tourist:	General Residential-High:	
BUILDING COVERAGE/OPEN SPACE				
Percent of Building Coverage: 1407.87sf / 9779sf = 14.39% (2) = 28.79%				
DIMENSIONAL STANDARDS/PROPOSED SETBACKS				
Front:#3-16ft, @ 4-15'-11"		Side:12'-6"	Side:71'- 6"	Rear:15'-6"
Building Height: 34'-8 1/8"				
OFF STREET PARKING				
Parking Spaces Provided: 2 per unit - 4 total				
Curb Cut:32'-0" Sq. Ft.		27.55%		
WATER SYSTEM				
<input checked="" type="checkbox"/> Municipal Service		<input type="checkbox"/> Ketchum Spring Water		

The Applicant agrees in the event of a dispute concerning the interpretation or enforcement of the Design Review Application in which the city of Ketchum is the prevailing party, to pay the reasonable attorney fees, including attorney fees on appeal and expenses of the city of Ketchum. I, the undersigned, certify that all information submitted with and upon this application form is true and accurate to the best of my knowledge and belief.

Thomas R Williams - TRW Architevcture Chtd. 11/11/2021

Signature of Owner/Representative

Date

DESIGN REVIEW EVALUATION STANDARDS
(May not apply to Administrative Design Review):

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A. Streets:

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1. All storm water shall be retained on site.
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3. The Public Works Director may require additional drainage improvements as necessary, depending on the unique characteristics of a site.



City of Ketchum
Planning & Building

pre

OFFICIAL USE ONLY	
Application Number	P21-059
Date Received	6-22-21
By:	mp
Fee Paid:	\$1050-
Approved Date:	
By:	

Subdivision Application

Submit completed application and payment to the Planning and Building Department, PO Box 2315, Ketchum, ID 83340 or hand deliver to Ketchum City Hall, 480 East Ave. N., Ketchum. If you have questions, please contact the Planning and Building Department at (208) 726-7801. To view the Development Standards, visit the City website at: www.ketchumidaho.org and click on Municipal Code.

APPLICANT INFORMATION			
Name of Proposed Subdivision: SNOWBIRD TOWNHOMES, PHASE ONE TWO			
Owner of Record: SCOTT J. EDWARDS			
Address of Owner: 13019 NAOMILAWN DRIVE			
Representative of Owner: GARTH MCCLURE, BENCHMARK ASSOCIATES			
Legal Description: LOT 2A, SNOWBIRD SUBDIVISION			
Street Address: 220 BIRD DRIVE			
SUBDIVISION INFORMATION			
Number of Lots/Parcels: 2 SUBLOTS			
Total Land Area: 0.23 ACRE.			
Current Zoning District: GR-L			
Proposed Zoning District: GR-L			
Overlay District: N/A			
TYPE OF SUBDIVISION			
Condominium <input type="checkbox"/>	Land <input type="checkbox"/>	PUD <input type="checkbox"/>	Townhouse <input checked="" type="checkbox"/>
Adjacent land in same ownership in acres or square feet:			
Easements to be dedicated on the final plat: EASEMENTS PER PREVIOUS PLAT.			
Briefly describe the improvements to be installed prior to final plat approval: DRYWELLS, UTILITY SERVICES, HEATED PAVER DRIVEWAY, TOWNHOUSE UNITS			
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.			

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 tortious 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

Instrument # 671079

HAILEY, BLAINE, IDAHO
07-24-2020 11:22:54 AM No. of Pages: 2
Recorded for: BLAINE COUNTY TITLE
JOLYNN DRAGE Fee: \$15.00
Ex-Officio Recorder Deputy: GWB
Electronically Recorded by Simplifile



WARRANTY DEED

For Value Received

William A. McMahan Trustee of the Restated McMahan 1986 Revocable Trust, dated May 17, 1995, as to an undivided 50% interest,

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

Scott J. Edwards, an unmarried man

the Grantee, whose current address is: 13019 Naomilawn Dr. SW, Lakewood, WA 98498

the following described premises, to-wit:

Lots 1 and 2, Block 1 of SNOWBIRD SUBDIVISION, as shown on the official plat thereof, recorded as Instrument No. 321440, records of Blaine County, Idaho.

SUBJECT TO: Current General Taxes, a lien in the process of assessment, not yet due or payable. Easements, restrictions, reservations, provisions of record, and assessments, if any.

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.

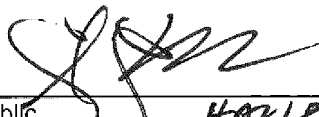
Dated this 21 day of JULY, 2020, _____.

Restated McMahan 1986 Revocable Trust, dated
May 17, 1995


William A. McMahan Trustee

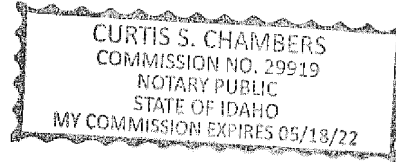
State of ID
County of BLAINE

This record was acknowledged before me on 21 day of JULY , 2020 , by William A. McMahan as Trustee of the Restated McMahan 1986 Revocable Trust, dated May 17, 1995.



Notary Public HAWLEY, ID
My Commission Expires: 5-18-22

(STAMP)



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 EXTRACTIONAL 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




Frederick H. Eppinger
President and CEO


Denise Carraux
Secretary

For purposes of this form the "Stewart Title" logo featured above is the represented logo for the underwriter, Stewart Title Guaranty Company.

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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File No. 2022463

ALTA Commitment For Title Insurance 8-1-16 (4-2-18)

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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: 2022463
Issuing Office File Number: 2022463
Property Address: 220 Bird Dr., Ketchum, ID 83340
222 Bird Dr., Ketchum, ID 83340
Revision Number:

1. Commitment Date: July 01, 2020 at 8:00 A.M.

2. Policy to be issued:		Proposed Policy Amount
(a) ALTA Owner's Policy	Standard	\$1,200,000.00
Proposed Insured:	Scott J. Edwards	
(b) ALTA Loan Policy	Standard	
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:

Kimsquit Real Estate, Inc, an Idaho Corporation, as to an undivided 50% interest, as a tenant in common and William A. McMahan Trustee of the Restated McMahan 1986 Revocable Trust, dated May 17, 1995, as to an undivided 50% interest, as a tenant in common

5. The Land is described as follows:

Lots 1 and 2, Block 1 of SNOWBIRD SUBDIVISION, as shown on the official plat thereof, recorded as Instrument No. 321440, records of Blaine County, Idaho.

STATEMENT OF CHARGES

These charges are due and payable
before a policy can be issued
Owner's Policy: \$3,180.00
Underwriter remittance
\$381.60

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ID ALTA Commitment For Title Insurance Schedule 8-1-16 (4-2-18)

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ALTA COMMITMENT FOR TITLE INSURANCE SCHEDULE B PART I

ISSUED BY
STEWART TITLE GUARANTY COMPANY

Requirements

File No.: 2022463

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. The Company requires evidence of the marital status of **Scott J. Edwards**. If said person is married the Company requires the joinder of the spouse.
6. The corporate charter of **Kimsquit Real Estate, Inc.** has been forfeited or administratively dissolved. The Company requires that the charter be reinstated and that the Company be furnished satisfactory evidence of good standing. At the time the Company is furnished these items, the Company may make additional requirements or exceptions.
7. The Company must be furnished with a copy of the Agreement, Indenture or Declaration of Trust of **Restated McMahan 1986 Revocable Trust, dated May 17, 1995**, together with copies of any amendments, modifications, or revocations. In the event there have been no amendments, modifications, or revocations, the Company will require satisfactory evidence to that effect. At the time the Company is furnished these items, the Company may make additional requirements or exceptions.
8. Delivery to the Company of the Affidavit as to Debts and Liens. Upon acceptance and review of said Affidavit, title will be subject to such further matters as appear necessary and appropriate following such review.
9. 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.

If you should decide to change lenders within six months, this commitment can be transferred to avoid a cancellation charge.

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ALTA COMMITMENT FOR TITLE INSURANCE

SCHEDULE B PART II

ISSUED BY
STEWART TITLE GUARANTY COMPANY

Exceptions

File No.: 2022463

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. (1) Unpatented mining claims; (2) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (3) water rights, claims, or title to water.
7. Any lien or right to a lien for services, labor, or material heretofore or hereafter furnished, imposed by law and not shown by the public records.
8. Minerals of whatsoever kind, subsurface and surface substances, including but not limited to coal, lignite, oil, gas, uranium, clay, rock, sand and gravel in, on, under and that may be produced from the Land, together with all rights, privileges, and immunities relating thereto, whether or not appearing in the Public Records or listed in Schedule B. Stewart makes no representation as to the present ownership of any such interests. There may be leases, grants, exceptions or reservations of interest that are not listed.
9. General taxes for the year 2020 and subsequent years, which are a lien due not yet payable.

Note: General taxes for the year 2019, a lien in the amount of \$3,224.84, which are paid in full. (Parcel No. RPK05240000010)

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ALTA COMMITMENT FOR TITLE INSURANCE SCHEDULE B PART II

ISSUED BY
STEWART TITLE GUARANTY COMPANY

Exceptions

Note: General taxes for the year 2019, a lien in the amount of \$2,966.88, which are paid in full. (Parcel No. RPK0524000020)

10. Water and sewer charges of the City of Ketchum.
11. Ketchum rubbish charges billed by Clear Creek Disposal.
12. Power Line Easement, including the terms and provisions thereof, recorded July 8, 1963 in Book 178 of Deeds at page 35, as [Instrument No. 118840](#), records of Blaine County, Idaho.
13. Notes, Easements and Restrictions, as shown on the official map of Snowbird Subdivision, recorded July 9, 1990 as [Instrument No. 321440](#), records of Blaine County, Idaho.
14. Notices of liens if any, in favor of the State Tax Commission, the Department of Labor and Department of Health and Welfare of the State of Idaho filed in the office of the Secretary of State pursuant to Chapter 19, Title 45, Idaho Code. (The Idaho State Tax Commission electronically files liens with the office of the Secretary of State and not with the Blaine County Recorder. Until final review at closing, title may be subject to such further matters as appear necessary and appropriate following such review.)

Item 1 will be removed upon final review at closing, title may be subject to such further matters as appear necessary and appropriate following such review.

Items 2-5 and 7 may be removed upon issuance of any ALTA Extended Coverage Policy.

Copies of all recorded documents outlined in this section are available upon request.

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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. <i>Our affiliates may include companies with a Stewart name; financial companies, such as Stewart Title Company</i>	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 <ul style="list-style-type: none"> ▪ 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

Idaho Power Application for Release of Easement

This application form is to be used to request that Idaho Power release part or all of an existing Idaho Power easement. Upon submittal of this form, Idaho Power will review the easement to determine if the easement (or a portion thereof) will be released or retained. Note the acceptance of the application does not obligate Idaho Power to release any portion of the easement.

Time Frame: Depending on the request, the process may take over ten weeks. This time frame begins once a complete application packet is received by Idaho Power's Corporate Real Estate Department. Some requests may require greater information or expense. Please be as thorough as possible to save processing time. You will be notified if the application package is not complete.

Process: Once received, the request will be reviewed to determine if the easement is required for current or future facilities. Be aware, requests will not be approved if electrical facilities are present. In addition, easements for transmission lines may require special consideration. Please call 208-388-2699 if you are requesting the release of a transmission line easement.

In some cases where electrical facilities are present, relocation of the facilities may be an option. If facility relocation is needed to allow an easement to be released, the cost of such relocation(s) would be paid by the applicant before the release is granted. If required, the acquisition of new easements or the relocation/removal of facilities must be completed prior to Idaho Power issuing a release of easement.

If the request is granted, the appropriate documentation will be created and a copy will be sent to the applicant.

Required Enclosures:

For an application to be considered for review, the following items are required:

1. A completed application.
2. A recorded copy of the document to be reviewed: Idaho Power Easements, Subdivision Plats, Townsite Plats, etc. Copies of these documents may be obtained through the county recorder's office or a title company.
3. A legal description prepared by a licensed surveyor defining the area being requested for release.
4. A map showing the property boundaries, with the easement area clearly marked, a compass, and any neighboring streets or landmarks.
5. A non-refundable application fee of \$150 payable to Idaho Power.
6. In some cases, an ALTA/ASCM Land Title Survey or an easement valuation may be needed.

When the application is complete, send it to the Corporate Real Estate Department at the address listed on the application form, or via e-mail to easements@idahopower.com (payment must be sent via regular mail or personal delivery). If questions arise on the required content of this application, please call 208-388-2699 (Easement Specialist).

Idaho Power Application for Release of Easement

Applicant may be requested to pay other costs if required to complete this request (e.g., surveying, appraisal, title search, etc.)

Mail to: Corporate Real Estate Department: Land Management & Permitting (or email to easements@idahopower.com)
 Attn: Easement Specialist
 P.O. Box 70
 Boise, ID 83707-0070
 Phone: (208) 388-2699

David Patrie

Digitally signed by David Patrie
 Date: 2022.01.25 10:40:39 -07'00'

Applicant's Signature and Printed Name

Applicant Information

Applicant's Name Benchmark Associates		Date 01/25/22	
Mailing Address PO Box 733		City Ketchum	State ID
		Zip 83340	
Phone 208.726.9512	Cell	E-mail dave@bma5b.com	

Current Property Owner Information

Owner's Name Scott Edwards			
Mailing Address 13019 Naomilawn Dr SW		City Lakewood	State WA
		Zip 98498	
Phone	Cell	E-mail sjed55@gmail.com	

Type

<input type="checkbox"/> Idaho Power Easement	<input checked="" type="checkbox"/> Public Utility Easement	<input type="checkbox"/> Road Right of Way	<input type="checkbox"/> Other
---	---	--	--------------------------------

Easement Information

Instrument # 321440	Date Recorded 07-09-1990	Execution Date 07-09-1990
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Location Information

County Blaine	Quarter	Township 4N	Range 17E	Section 13
Subdivision Snowbird Subdivision	Block 1	Lot 1 & 2	Parcel Number / Assessor's Number RPK0524000010 & RPK0524000020	

In addition to information provided, please explain request. (If more space is needed, please use the backside of this form.)

(Why is this needed? Is there a pending sale? Are there any associated public hearings? What are your dates of construction?)
 We are proposing a replat of this subdivision in which the lot lines are reconfigured. The subdivision plat granted PUE along all side and rear lot lines. The "flag" portion of along Lots 1-2 is proposed to be eliminated. This reconfiguration eliminates the need for the PUE along the former north/south lot line of 96.71' with a bearing of S 00 deg 01' 43" east and the former east/west lot line of 85.00' with a bearing of S 89 deg 12' 40" E (see attached exhibit). All other PUEs will remain and additional PUEs are granted on the proposed plat as shown in the attached preliminary plat. Public hearing scheduled.

Required Enclosures (See explanations on cover letter)

<input checked="" type="checkbox"/> Complete Application	<input checked="" type="checkbox"/> Copy of easement, subdivision plat, or city town site
<input checked="" type="checkbox"/> Map of Location	<input checked="" type="checkbox"/> \$150 Application Fee
	<input checked="" type="checkbox"/> Legal Description

For IPC Use Only

Release Number	Application Received	Check Number	Date Completed
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AFFIDAVIT OF LEGAL INTEREST

State of _____)

ss

County of _____)

I, Scott Edwards, 13019 Naomilawn Dr SW
(Name) (Address)
Lakewood, WA 98498
(City) (State/Zip)

Being first duly sworn upon oath, depose and say:

(If Applicant is also Owner of Record, skip to B)

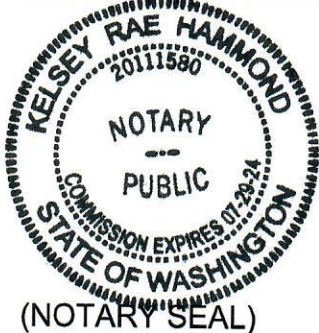
A. That I am the record owner of the property described on the attached, and I grant my permission to David Patrie, Benchmark Associates, PO Box 733, Ketchum, ID to submit the accompanying application pertaining to that Property.
(Name) (Address)

B. I agree to indemnify, defend and hold Idaho Power Company and its employees harmless from any claim or liability resulting from any dispute as to the statements contained herein or as to the ownership of the property which is the subject of the application.

Dated this 25th day of January, 2022.

[Handwritten Signature]
(Signature)

Subscribed and sworn to before me the day and year first above written.



KELSEY RAE HAMMOND
Notary Public for Idaho Washington
Residing at: TACOMA, WA
My commission expires: 07-29-24

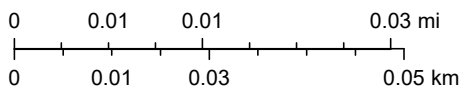
Snowbird Subdivision Area Map



1/25/2022, 10:41:59 AM

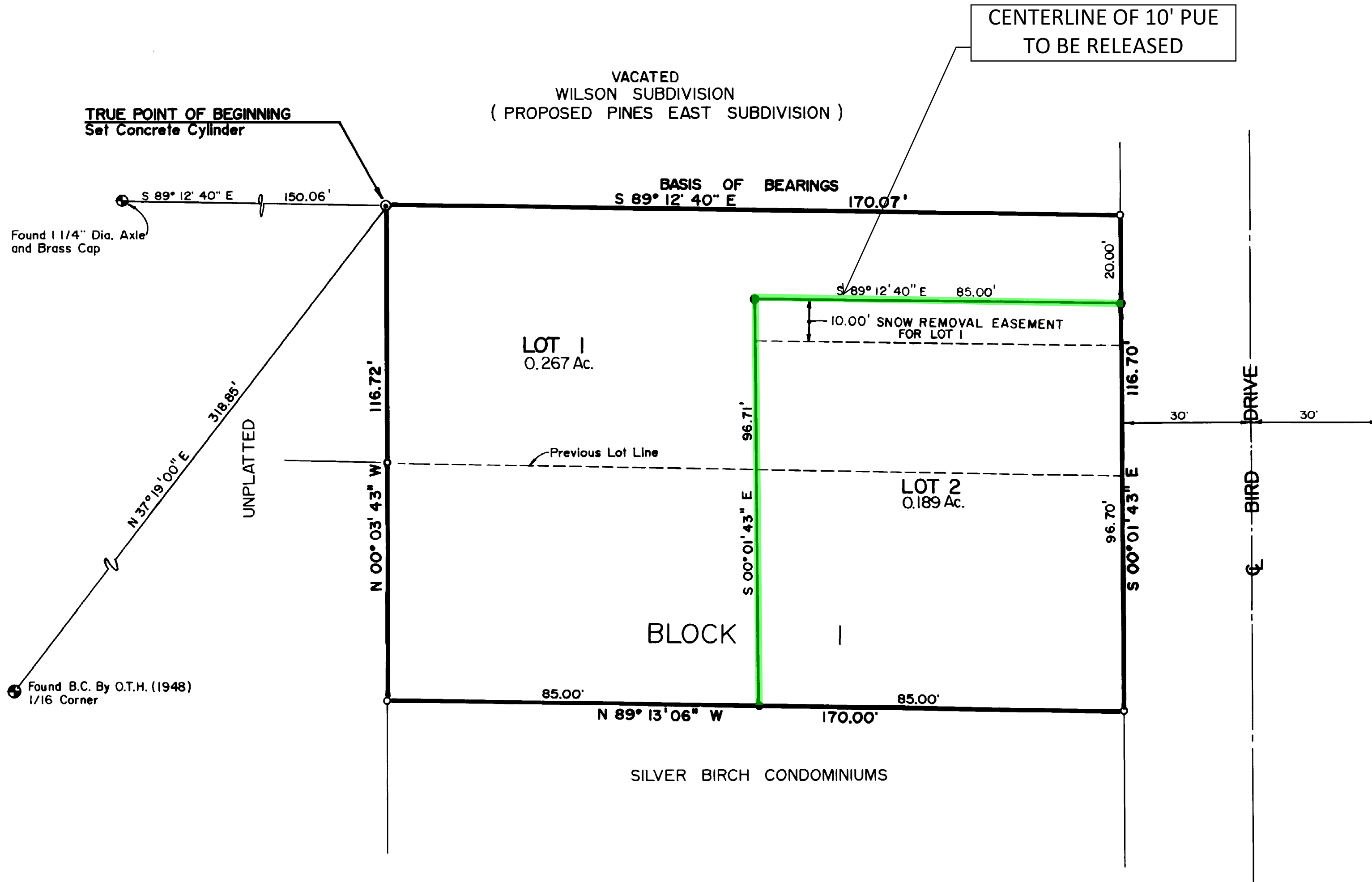
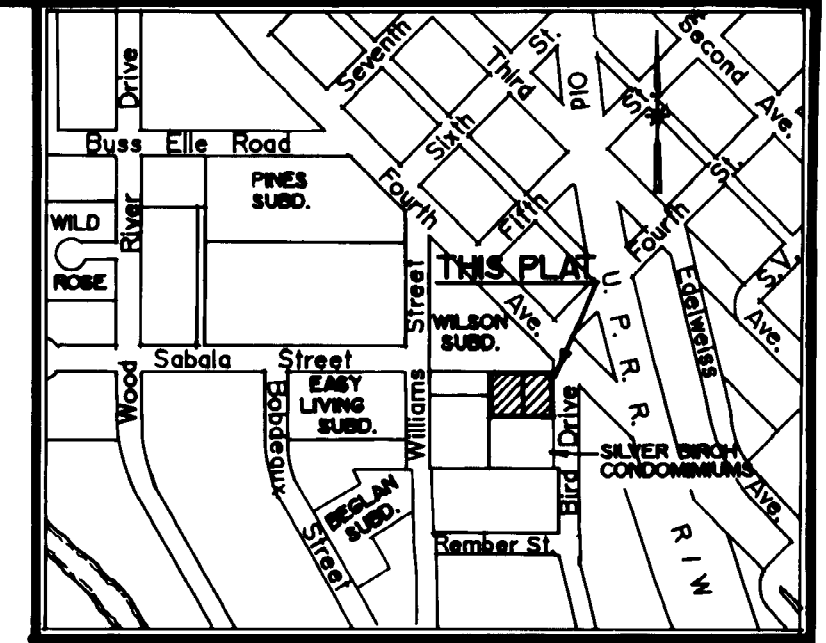
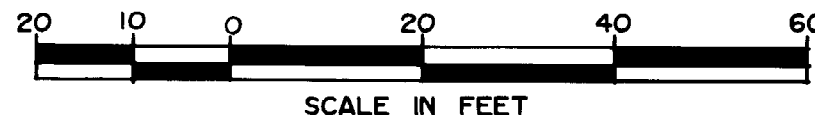
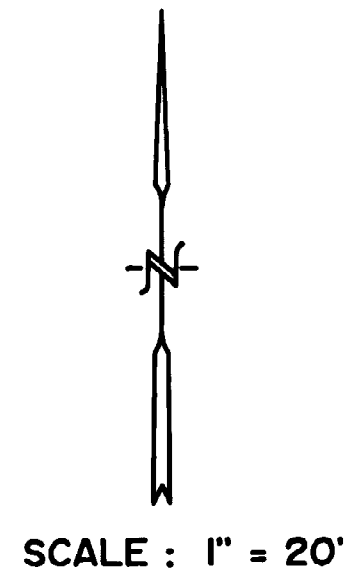
1:970

- Parcels
- Roads



Blaine County GIS

A PLAT SHOWING
SNOWBIRD SUBDIVISION
 WHEREIN THE LOT LINE BETWEEN T.L. 3206 AND 3334 IS REORIENTED
 LOCATED WITHIN
 SECTION 13, T.4 N., R.17 E., B.M., CITY OF KETCHUM, BLAINE COUNTY, IDAHO
 JUNE 1990

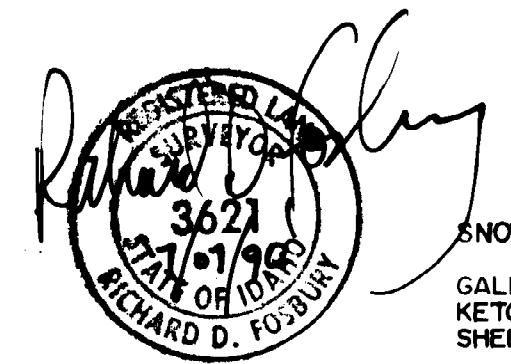


LEGEND

- Found Brass Cap
- ⊙ Found 1" Iron Pipe
- Found 1/2" Rebar
- Set 1/2" Rebar, L.S. 3621

NOTES

1. A 10 foot Public Utility easement exists centered upon all side and rear lot lines.



SNOWBIRD SUBDIVISION
 GALENA ENGINEERING, INC.
 KETCHUM, IDAHO
 SHEET 1 OF 2

CERTIFICATE OF OWNERSHIP

This is to certify that we, the undersigned are the owners in fee simple of the following described parcel of land:

A parcel of land in Government Lot 3, Section 13, T4N, R17E, B.M., Blaine County, Idaho; more particularly described as follows:

Commencing at a brass cap marking the Southeast 1/16 corner of said Section 13;
 thence N 37° 19' 00" E, 318.85 feet to the TRUE POINT OF BEGINNING;
 thence S 89° 12' 40" E, 170.07 feet;
 thence S 0° 01' 43" E, 116.70 feet;
 thence N 89° 13' 06" W, 170.00 feet;
 thence N 0° 03' 43" W, 116.72 feet to the TRUE POINT OF BEGINNING, containing 0.46 acres, more or less.

The easements indicated hereon are not dedicated to the public, but the right to use said easements is hereby reserved for the public utilities and for any other uses indicated hereon and no permanent structures are to be erected within the lines of said easements.

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

John A. Burke, President
 John A. Burke, President
 Nelson Realty, Inc., an Idaho corporation

ACKNOWLEDGEMENT

STATE OF IDAHO } ss
 COUNTY OF BLAINE }

On this 16th day of July, 1990, before me, a Notary Public in and for said State, personally appeared John A. Burke known to me to be the president of Nelson Realty, Inc. and acknowledged to me that such corporation 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.

Deborah K Hoffman 5-3-95
 Notary Public in and for the State of Idaho



William A. McMahan, President
 William A. McMahan, President
 Savant, a corporation

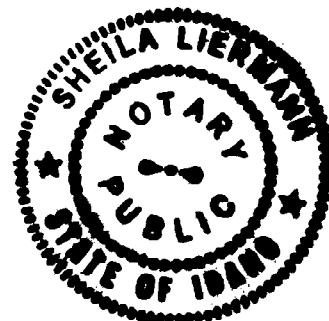
ACKNOWLEDGEMENT

STATE OF IDAHO } ss
 COUNTY OF BLAINE }

On this 9th day of July, 1990, before me, a Notary Public in and for said State, personally appeared William A. McMahan known to me to be the president of Savant and acknowledged to me that such corporation 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.

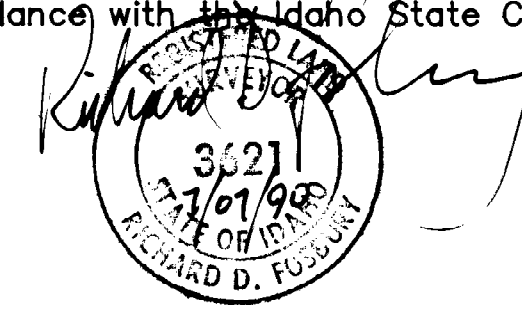
Sheila Lienhard
 Notary Public in and for the State of Idaho



SANITARY RESTRICTIONS

SURVEYOR'S CERTIFICATION

I, Richard D. Fosbury, a duly licensed land surveyor in the State of Idaho, do hereby certify that this plat of Snowbird Subdivision is a true and accurate map of the land surveyed under my direct supervision and that it is in accordance with the Idaho State Code relating to plats and surveys.



ACKNOWLEDGEMENT

STATE OF IDAHO } ss
 COUNTY OF BLAINE }

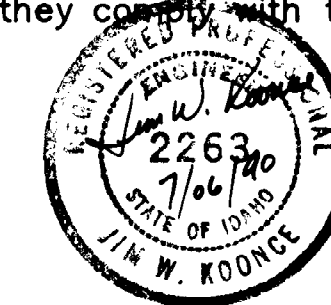
On this 16th day of July, 1990, before me, a Notary Public in and for said State, personally appeared Richard D. Fosbury, known to me to be the person whose name is subscribed to the above Surveyor's certificate and acknowledged to me that he executed the same.

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

Deborah K Hoffman 5-3-95
 Notary Public in and for the State of Idaho

COUNTY ENGINEER'S APPROVAL

I, Jim W. Koonce, County Engineer for Blaine County, Idaho, have checked the foregoing plat and computations for making the same and have determined that they comply with the laws of the State of Idaho relating thereto.



APPROVAL OF CITY COUNCIL

The foregoing plat was approved by the City Council of Ketchum on this 28th day of June, 1990.

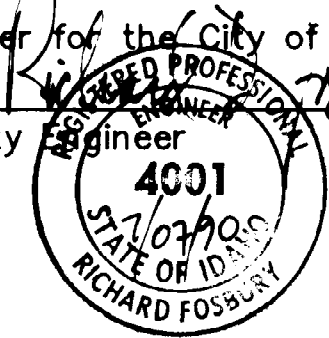
Sandra E. Coyle
 City Clerk



CITY ENGINEER'S APPROVAL

The foregoing plat was approved by Richard Fosbury, City Engineer for the City of Ketchum on this day of _____, 1990.

Richard Fosbury
 City Engineer



COUNTY TREASURER'S APPROVAL

The taxes on the foregoing parcel of land have been paid to this date and this plat of Snowbird Subdivision is hereby approved this 9 day of July, 1990.

Marilyn L. Linn
 Blaine County Treasurer

COUNTY RECORDER'S CERTIFICATE

STATE OF IDAHO } ss
 COUNTY OF BLAINE }

This is to certify that the foregoing plat was filed in the office of the Recorder of Blaine County, Idaho on this 9 day of July, 1990, at 2:32 P.M., and duly recorded in Plat Book _____, at page _____.

Marilyn Linn
 Ex-officio Recorder

321440

Snowbird Subdivision
 Galena Engineering, INC.
 Ketchum, Idaho
 Sheet 2 of 2

February 23, 2022

Sent via email to dave@bma5b.com

David Patrie
Benchmark Associates
PO Box 733
Ketchum, Idaho 83340

Re: Relinquishment of Public Utility Easement along the north and east lot line of Lot 2 of Block 1 in the Snowbird Subdivision, Blaine County, ID

Dear David,

This is in response to the PUE relinquishment request submitted to Idaho Power Company and received in our office January 25, 2021, regarding the possible relinquishment of a public utility easement (PUE) located along the north and east lot line of Lot 2 of Block 1 in the Snowbird Subdivision. The attached Exhibit A more specifically identifies the requested area for relinquishment.

Idaho Power's review of your request indicated that we do not have facilities located within the requested area. As such, Idaho Power agrees to relinquish our interest in the PUE that is located along the north and east lot line of Lot 2 of Block 1 in the Snowbird Subdivision.

Thank you once again for providing Idaho Power Company the opportunity to review and comment upon the subject petition for relinquishment.

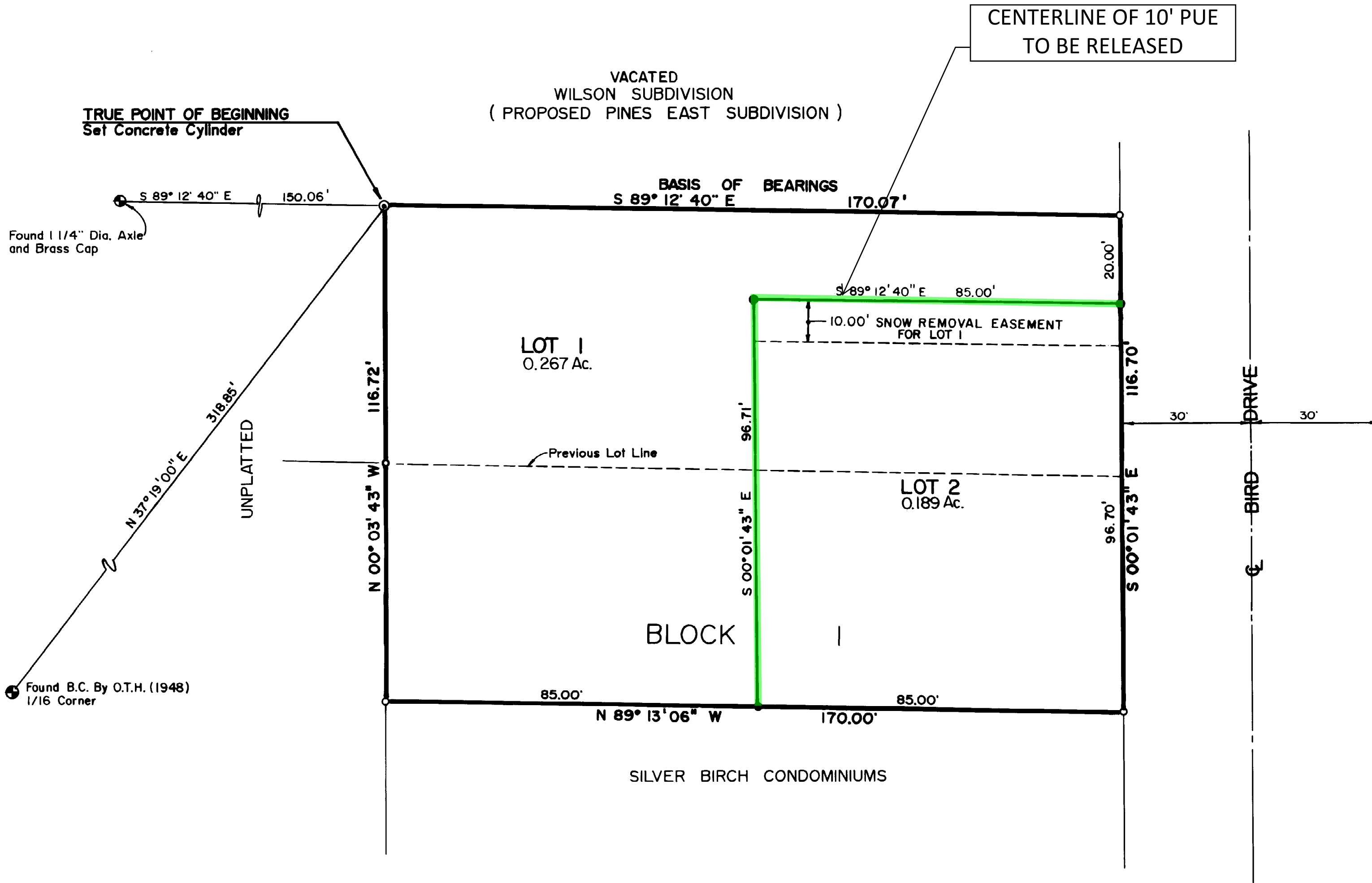
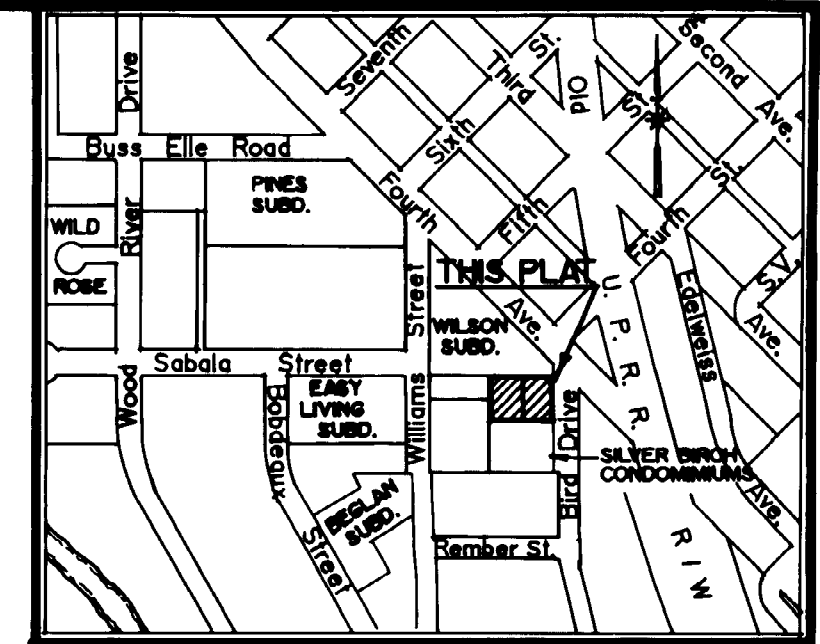
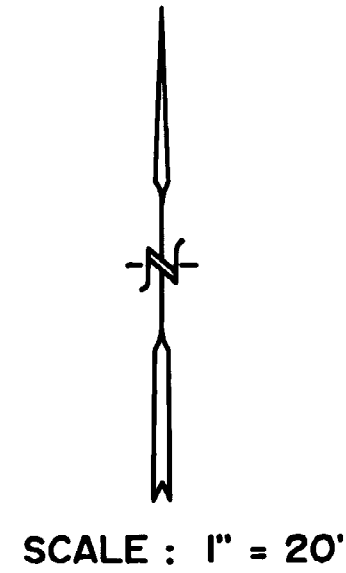
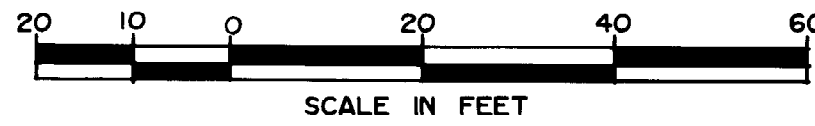
Sincerely,



Laura Lacy
Associate Real Estate Specialist
Idaho Power Company/ Corporate Real Estate
Land Management and Permitting Department
208-388-5070
llacy@idahopower.com

EXHIBIT A

A PLAT SHOWING
SNOWBIRD SUBDIVISION
 WHEREIN THE LOT LINE BETWEEN T.L. 3206 AND 3334 IS REORIENTED
 LOCATED WITHIN
 SECTION 13, T.4 N., R.17 E., B.M., CITY OF KETCHUM, BLAINE COUNTY, IDAHO
 JUNE 1990

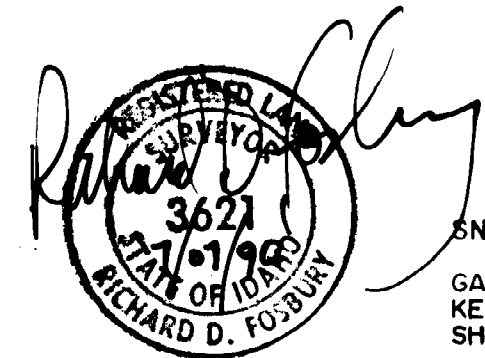


LEGEND

- Found Brass Cap
- ⊙ Found 1" Iron Pipe
- Found 1/2" Rebar
- Set 1/2" Rebar, L.S. 3621

NOTES

1. A 10 foot Public Utility easement exists centered upon all side and rear lot lines.



SNOWBIRD SUBDIVISION
 GALENA ENGINEERING, INC.
 KETCHUM, IDAHO
 SHEET 1 OF 2

**DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS
FOR**

SNOWBIRD TOWNHOMES OWNER'S ASSOCIATION, INC.

THIS DECLARATION is made effective as of the 31st day of January 2022, by Scott J. Edwards (“Grantor”).

ARTICLE 1: RECITALS

1.1 Grantor is the owner of all of the real property located in the City of Ketchum, County of Blaine, State of Idaho, described in the attached Exhibit A (the “Property”).

1.2 The purpose of this Declaration is to set forth the basic restrictions, covenants, limitations, easements, conditions, and equitable servitudes (collectively “Restrictions”) that apply to the Property. The Restrictions are designed to preserve the Property’s value, desirability, and attractiveness, to ensure a well-integrated high-quality development, and to guarantee adequate maintenance of the Common Area, and the Improvements located thereon, in a cost effective and administratively efficient manner.

ARTICLE II: DECLARATION

Grantor declares that the Property shall be held, sold, conveyed, encumbered, hypothecated, leased, used, occupied, and improved subject to the following terms, covenants, conditions, easements, and restrictions, all of which are declared and agreed to be in furtherance of a general plan for the protection, maintenance, subdivision, improvement, and sale of the Property, and to enhance the value, desirability, and attractiveness of the Property. The terms, covenants, conditions, easements, and restrictions set forth herein:

A. shall be appurtenant and run with the land constituting the Property, and with each estate therein, and shall be binding upon all persons having or acquiring any right, title, or interest in the Property or any subplot, parcel, or portion thereof;

B. shall inure to the benefit of every subplot, parcel, or portion of the Property and any interest therein; and,

C. shall inure to the benefit of, and be binding upon, Grantor, Grantor’s successors in interest, and each grantee or Owner, and such grantee’s or Owner’s respective successors in interest, and may be enforced by Grantor, by any Owner, or such Owner’s successors in interest, or by the Association as hereinafter described.

Notwithstanding the foregoing, no provision of this Declaration shall be construed as to prevent or limit Grantor’s right to complete development of the Property and to construct improvements thereon, nor Grantor’s right to post signs incidental to construction, sales, or leasing, nor Grantor’s right to modify plans for the Property, all in accordance with any necessary approvals of the City of Ketchum..

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR SNOWBIRD TOWNHOMES OWNER’S ASSOCIATION, INC.\1

ARTICLE III: DEFINITIONS

- 3.1 Architectural Committee shall mean the committee created by the Grantor or an Association pursuant to Article X hereof.
- 3.2 Articles shall mean the Articles of Incorporation of an Association or other organizational or charter documents of an Association.
- 3.3 Assessments shall mean those payments required of Owners or Association Members, including Regular, Special, and Limited Assessments of the Association as further defined in this Declaration.
- 3.4 Association shall mean the Idaho profit or non-profit corporation, and its successors and assigns, established by Grantor to exercise the powers and to carry out the duties set forth in this Declaration or any Supplemental Declaration. Grantor shall have the power, in his discretion, to name the Association Snowbird Townhomes Owner's Association, Inc., or any similar name which fairly reflects its purpose.
- 3.5 Association Rules shall mean those rules and regulations promulgated by the Association governing conduct upon and use of the Property under the jurisdiction or control of the Association, the imposition of fines and forfeitures for violation of Association Rules and regulations, and procedural matters for use in the conduct of business of the Association.
- 3.6 Board shall mean the Board of Directors or other governing board or individual, if applicable, of the Association.
- 3.7 Building Footprint shall mean that portion(s) of the Property so designated as "Building Footprint" on the plat for the Property or by Supplemental Declaration.
- 3.8 Building Lot shall mean one or more sublots within the Property as specified or shown on any Plat and/or by Supplemental Declaration, upon which Improvements may be constructed.
- 3.9 Bylaws shall mean the Bylaws of the Association.
- 3.10 Declaration shall mean this Declaration as it may be amended from time to time.
- 3.11 Design Guidelines shall mean the construction guidelines approved by the Architectural Committee.
- 3.12 Grantor shall mean SCOTT J. EDWARDS, and his successors in interest, or affiliates of the Grantor, or any person or entity to whom the rights under this Declaration are expressly transferred by Grantor or his successor. An affiliate shall mean any entity with some form of common ownership interest with the Grantor or partners of the Grantor.
- 3.13 Improvement shall mean any structure, facility, or system, or other improvement or object, whether permanent or temporary, which is erected, constructed, or placed upon, under, or in, any portion of the Property, including but not limited to buildings, underground invisible fences, streets, drives, parking areas, driveways, sidewalks, bicycle paths, curbs, landscaping, signs, lights, mail boxes, electrical lines, pipes, pumps, ditches, waterways, and fixtures of any kind whatsoever.

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR SNOWBIRD TOWNHOMES
OWNER'S ASSOCIATION, INC.12

3.14 Landscape Easements shall mean any portion of a Building Lot located within the landscape easements designated on the Plat or in a Supplemental Declaration. This Landscape Easement is in addition to the general landscape easement described in Sections 5.5.2.3 and 11.7 of this Declaration.

3.15 Limited Assessment shall mean a charge against a particular Owner and such Owner's Building Lot, directly attributable to the Owner, equal to the cost incurred by the Association for corrective action performed pursuant to the provisions of this Declaration, including interest thereon as provided in this Declaration.

3.16 Common Area shall mean all real and personal property and fixtures in which the Association holds an interest or which is held or maintained, permanently or temporarily, for the common use, enjoyment, and benefit of the entire Property and each Owner therein, and shall include, without limitation, all such parcels that are designated on the plat as parking areas, common areas, common open space areas, common landscaped areas, lighting located in common areas, snow melt boilers located in basements and all irrigation systems. The Common Area may be established from time to time by Grantor on any portion of the Property by describing it on a plat, by granting or reserving it in a deed or other instrument, or by designating it pursuant to this Declaration or any Supplemental Declaration. The Common Area may include fee, leasehold, easement and/or license rights.

3.17 Limited Common Area shall mean those common areas and facilities designated herein or on the plat for use by Owners of particular sublots to the exclusion of others.

3.18 Member shall mean each person or entity holding a membership in the Association. Where specific reference or the context so indicates, it shall also mean persons or entities holding membership.

3.19 Owner shall mean the person or other legal entity, including Grantor, holding fee simple interest of record to a Building Lot which is a part of the Property, and sellers under executory contracts of sale, but excluding those having such interest merely as security for the performance of an obligation.

3.20 Person shall mean any individual, partnership, corporation, or other legal entity.

3.21 Plat shall mean any subdivision plat covering any portion of the Property as recorded at the office of the County Recorder, Blaine County, Idaho, as the same may be amended by duly recorded amendments thereof.

3.22 Property shall mean the real property described in Exhibit A, including each subplot, parcel, and portion thereof and interest therein, including all water rights associated with or appurtenant to such property, which are brought within the jurisdiction hereof by Supplemental Declaration or otherwise.

3.23 Regular Assessment shall mean the portion of the cost of maintaining, improving, repairing, managing, and operating the Common Area and all Improvements located thereon, and the other costs of an Association which is to be levied against the Property of and paid by each Owner to the Association, pursuant to the terms of this Declaration or a Supplemental Declaration.

3.24 Special Assessment shall mean the portion of the costs of the capital improvements or replacements, equipment purchases and replacements or shortages in Regular Assessments which are authorized and to be

paid by each Owner to the Association, pursuant to the provisions of this Declaration or a Supplemental Declaration.

3.25 Sublot shall mean that portion(s) of the Property designated as a “sublot” on the plat for the Property.

3.26 Supplemental Declaration shall mean any Supplemental Declaration including additional covenants, conditions, and restrictions that might be adopted with respect to any portion of the Property.

3.27 Waterway shall mean any surface water amenity, including, without limitation, any lake, pond, channel, slough, stream, or reservoir, natural or artificial, which is located on the Property and which is included within or managed as Common Area.

ARTICLE IV: GENERAL AND SPECIFIC RESTRICTIONS

4.1 Structures - Generally. All structures are to be designed, constructed and used in such a manner as to promote compatibility between the types of use contemplated by this Declaration.

4.1.1 Use and Size of Dwelling Structure. All Building Lots shall be used exclusively for single-family residential purposes. No Building Lot shall be improved except with a single-family dwelling unit or structure. The Owner shall be allowed to lease their Building Lot(s), long term (at least a consecutive six-month term), for single family use; provided however, it shall be the Owner’s responsibility to insure that all such tenants abide by the terms of this Declaration and any Rules and Regulations of the Association. There shall be no outbuildings of any kind (whether detached or not) allowed on any Building Lot. Any additions or alterations to the originally constructed structure shall be subject to the Architecture Committee’s approval. Such addition, if allowed by the City of Ketchum and/or the Architecture Committee, shall match the style, look and color of the existing structure

4.1.2 Architectural Committee Review. No Improvements above or below ground or which will ultimately affect the visibility of any above ground Improvement shall be built, erected, placed, or materially altered or removed from the Property unless and until the building plans, specifications, and plot plan or other appropriate plans and specifications have been reviewed in advance by the Architectural Committee and the same have been approved in writing. The review and approval or disapproval may be based upon the following factors: size, height, design and style elements, mass and form, topography, setbacks, finished ground elevations, architectural symmetry, drainage, color, materials, including Architectural Committee approved architectural roofing material, physical or aesthetic impacts on other properties, including Common Areas, artistic conformity to the terrain and the other Improvements on the Property, and any and all other factors which the Architectural Committee, in its reasonable discretion, deems relevant. Said requirements as to the approval of the architectural design shall apply only to the exterior appearance of the Improvements. This Declaration is not intended to serve as authority for the Architectural Committee to control the interior layout or design of residential structures except to the extent incidentally necessitated by use, size, and height restrictions. In addition, the approval of the City of Ketchum shall be required prior to the alteration, removal or construction of any improvements on the Property.

4.1.3 Setbacks and Height. The height of any structure on a Building Lot shall be in conformance with the requirements of the Ketchum City Zoning Ordinance. Set back requirements for all structures on a Building Lot shall be in conformance with the plat of the Property.

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4.1.4 Mailboxes. If mailboxes are allowed by Ketchum City Zoning, the mailbox shall be a group mailbox for all Owners.

4.1.5 Fencing. There shall be allowed either above ground or below fences on any Building Lot unless constructed by Grantor.

4.1.6 Lighting. Exterior lighting, including flood lighting, shall be part of the architectural concept of the Improvements on a Building Lot. Fixtures, standards, and all exposed accessories shall be harmonious with building design, and shall be as approved by the Architectural Committee. Lighting shall be restrained in design, and excessive brightness shall be avoided.

Approval by the City of Ketchum shall be required for any removal, alteration or addition to exterior lighting on the Property.

4.2 Antennae. No exterior radio antenna, television antenna or other antenna of any type shall be erected or maintained on the property unless it is approved by the Architectural Committee of the Association per Article X and located or screened in a manner acceptable to said Architectural Committee. No satellite dishes shall be allowed on the Property; provided, however, that small dishes of approximately three (3) feet or less diameter may be placed in an appropriate portion of a Lot not visible from the street if allowed by the Architectural Committee, and subject to all terms and conditions, including screening, which may be imposed in the sole discretion of the Architectural Committee.

4.3 Insurance Rates. Nothing shall be done or kept on any Building Lot which will increase the rate of insurance on any other portion of the Property without the approval of the Owner of such other portion, nor shall anything be done or kept on the Property or a Building Lot which would result in the cancellation of insurance on any property owned or managed by the Association or which would be in violation of any law.

4.4 No Further Subdivision. No Building Lot may be further subdivided, nor may any easement or other interest therein be subdivided in any way.

4.5 Signs. No sign of any kind shall be displayed to the public view without the approval of the Architectural Committee or Association, and the City of Ketchum if otherwise so required, except:

(A) such signs as may be used by Grantor in connection with the development of the Property and sale of Building Lots; and

(B) such signs identifying the Property, or informational signs, of customary and reasonable dimensions as prescribed by the Architectural Committee may be displayed on or from the Common Area.

Without limiting the foregoing, no sign shall be placed in the Common Area without the written approval of the Architectural Committee or the Association.

4.6 Nuisances. No rubbish or debris of any kind shall be placed or permitted to accumulate anywhere upon the Property, including the Common Area, and no odor shall be permitted to arise therefrom so as to render the Property or any portion thereof unsanitary, unsightly, offensive, or detrimental to the Property or to its

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occupants, or to any other property in the vicinity thereof or to its occupants. No noise or other nuisance, as described in the Ketchum City Code, as amended from time to time, shall be permitted to exist or operate upon any portion of the Property so as to be offensive or detrimental to the Property or to its occupants or to other property in the vicinity or to its occupants. Without limiting the generality of any of the foregoing provisions, no exterior speakers, horns, whistles, bells, or other sound devices (other than security devices used exclusively for security purposes which have been approved by the Association), flashing lights, or search lights, shall be located, used, or placed on the Property without the prior written approval of the Association.

4.7 Exterior Maintenance: Owner's Obligations. No Improvement shall be permitted to fall into disrepair, and each Improvement shall at all times be kept in good condition and repair (subject to the Association's obligation to maintain all landscaping on the Property as set out in Article V). 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 damages property for facilities on or adjoining their Building Lot which would not otherwise be the Association's responsibility to maintain, the Board of the Association, upon fifteen (15) days prior written notice to the Owner of such property, shall have the right to correct such condition, and to enter upon such Owner's Building 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 set forth in Article VIII of this Declaration. 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, including attorney's fees and costs. 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. Each Owner shall have the remedial rights set forth herein if the Association fails to exercise its rights within a reasonable time following written notice by such Owner.

4.8 Drainage. There shall be no interference with the established drainage pattern over any portion of the Property, unless an adequate alternative provision is made for proper drainage and is first approved in writing by the applicable Architectural Committee. 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 Property is completed by Grantor, or that drainage which is shown on any plans approved by the Architectural Committee, which may include drainage from the Common Area over any Building Lot in the Property.

4.9 Water Supply Systems. No separate or individual water supply system, regardless of the proposed use of the water to be delivered by such system shall be permitted on any Building lot. Each Owner shall connect the appropriate facilities on such Owner's Building Lot to the Ketchum City Water System and pay all charges assessed therefor.

4.10 No Hazardous Activities. No activities shall be conducted on the Property, and improvements constructed on any Building lot which are or might be unsafe or hazardous to any person or property.

4.11 Unsightly Articles. No unsightly articles shall be permitted to remain on any Building Lot above or below ground so as to be visible from any other portion of the Property. Without limiting the generality of the foregoing, refuse, garbage, and trash shall be kept at all times in such containers and in areas approved by the Architectural Committee. No clothing or fabrics shall be hung, dried, or aired in such a way as to be visible to

other property, and no equipment, heat pumps, compressors, containers, lumber, firewood, grass, shrub or tree clippings, plant waste, metals, bulk material, scrap, refuse, or trash shall be kept, stored or allowed to accumulate on any Building Lot, garage or parking area except within an enclosed residence structure or as appropriately screened from view. No vacant residential structures shall be used for the storage of building materials.

4.12 No Temporary Structures. No house trailer, mobile home, tent, shack or other temporary building, improvement, or structure shall be placed upon any portion of the Property, except temporarily as may be required by construction activity undertaken on the Property.

4.13 No Unscreened Boats, Campers, and Other Vehicles. No boats, trailers, campers, snowmobiles, RV's, all-terrain vehicles, motorcycles, recreational vehicles, bicycles, dilapidated or unrepaired and unsightly vehicles, or similar equipment shall be placed upon any portion of the Property unless the same are enclosed in a garage concealing them from view in a manner approved by the Architectural Committee. To the extent possible, garage doors shall remain closed at all times.

4.14 Sewage Disposal Systems. No individual sewage disposal system shall be used on the Property. Each Owner shall connect the appropriate facilities on such Owner's Building Lot to the Ketchum City Sewer System and pay all charges assessed therefor.

4.15 No Mining or Drilling. No portion of the Property shall be used for the purpose of mining, quarrying, drilling, boring, or exploring for or removing water, oil, gas, or other hydrocarbons, minerals, rocks, stones, sand, gravel or earth. This paragraph 4.15 shall not prohibit exploratory drilling or coring which is necessary to construct a residential structure or Improvements.

4.16 Energy Devices. Outside. No energy production devices, including, but not limited to, generators of any kind and solar energy devices, shall be constructed or maintained on any portion of the Property without the written approval of the Architectural Committee. This paragraph 4.16 shall not apply to passive solar energy systems incorporated into the approved design of a residential structure.

4.17 Vehicles and Parking Areas. The use of all vehicles, including, but not limited to, trucks, automobiles, bicycles, motorcycles, snowmobiles, aircraft, and boats, shall be subject to all Association Rules, which may prohibit or limit the use thereof within the Property. No on-street parking shall be permitted except where expressly designated for parking use. No parking bays shall be permitted in any side, front, or backyard. Vehicles parked on a driveway shall not extend into any sidewalk or bike path or pedestrian path or block another owner's access in any way. There shall be no parking of vehicles in garage access areas. The Association, in its sole discretion, may promulgate rules to govern the use of all parking areas and garages above or below ground; the Property shall be subject to all such rules. The maximum speed limit on the Property or any part thereof shall be 5 miles per hour.

4.18 Animals/Pets. No animals, birds, insects, pigeons, poultry or livestock shall be kept on the Property unless the presence of such creatures does not constitute a nuisance. Whether a pet is considered a nuisance and therefore prohibited shall be solely determined by a majority of the Board. This paragraph 4.18 does not apply to the keeping of up to two (2) domesticated dogs, up to two (2) domesticated cats, and other household pets which do not unreasonably bother or constitute a nuisance to others. Without limiting the generality of the foregoing, consistent and/or chronic barking by dogs shall be considered a nuisance. Each dog shall be kept on

a leash, curbed, and otherwise controlled at all times when such animal is off the premises of its owner. Such owner shall clean up any animal defecation immediately from the Common Area or public right-of-way. Failure to do so may result, at the Board's discretion, with a Limited Assessment levied against such animal owner. No dog or cat shall be allowed in any Waterway. The construction of dog runs or other pet enclosures shall not be allowed. Pet control shall only be by underground invisible type fence.

4.19 Exemption of Grantor.– Nothing contained herein shall limit the right of Grantor to grant licenses, to reserve rights-of-way and easements with respect to the Common Area to utility companies, public agencies, or others, or to complete excavation, grading, and construction of Improvements to and on any portion of the property owned by Grantor, or to alter the foregoing and its construction plans and designs, or to construct such additional Improvements as Grantor deems advisable in the course of development of the Property so long as any Building Lot in the Property remains unsold. Such right shall include, but shall not be limited to, erecting, constructing, and maintaining on the Property such structures and displays as may be reasonably necessary for the conduct of Grantor's business of completing the work and disposing of the same by sales, lease or otherwise. Grantor shall have the right at any time prior to acquisition of title to a Building Lot by a purchaser from Grantor to grant, establish, and/or reserve on that Building Lot, additional licenses, reservations and rights-of way to Grantor, to utility companies, or to others as may from time to time be reasonably necessary to the proper development and disposal of the Property. Grantor need not seek or obtain Architectural Committee approval of any Improvement constructed or placed by Grantor or an affiliate of Grantor on any portion of the Property owned by Grantor or an affiliate of Grantor. The rights of Grantor hereunder may be assigned by Grantor to any successor in interest in connection with Grantor's interest in any portion of the Property, by an express written assignment recorded in the Office of the Blaine County Recorder.

4.20 Conveyances to and from Municipalities. The Board shall have the power to convey any portion of the Common Area in the Property to the City, the County of Blaine, the State of Idaho, the United States of America, or any political subdivision thereof. The Board shall also have the power to receive a conveyance of any property interest from the above-referenced entities, or any other individual or entity, and to hold such property interest as Common Area.

ARTICLE V: SNOWBIRD TOWNHOMES OWNER'S ASSOCIATION

5.1 Organization of Snowbird Townhomes Owner's Association. The Snowbird Townhomes Owner's Association ("Association") shall be initially organized by Grantor as an Idaho nonprofit corporation under the provisions of the Idaho Code relating to general non-profit corporations and shall be charged with the duties and invested with the powers prescribed by law and set forth in the Articles, Bylaws, and this Declaration. Neither the Articles nor the Bylaws shall be amended or otherwise changed or interpreted so as to be inconsistent with this Declaration or with any Supplemental Declaration which Grantor might adopt pertaining to the Property.

5.2 Membership. Each Owner, by virtue of being an Owner and for so long as such ownership is maintained, shall be a Member of the Association and no Owner shall have more than one membership in the Association. Memberships in the Association shall be appurtenant to the Property, Building Lot, or any portion of the Property owned by such Owner. The memberships in the Association shall not be transferred, pledged, assigned, or alienated in any way except upon the transfer of Owner's title and then only to the transferee of such title. Any attempt to make a prohibited membership transfer shall be void and will not be reflected on the books of the Association.

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5.3 Voting. Voting in the Association shall be carried out by Members who shall cast the votes attributable to the Building Lots which they own, or attributable to the Building Lots owned by Grantor. The number of votes any Member may cast on any issue is determined by the number of Building Lots which the Member, including Grantor, owns. When more than one person holds an interest in any Building Lot, all such persons shall be Members but shall share the votes attributable to the Building Lot. For voting purposes, the Association shall have two (2) classes of Members as described below:

5.3.1 Class A Members. Owners other than Grantor shall be known as Class A Members. Each Class Member shall be entitled to cast one (1) vote for each Building Lot owned by such Class A Member on the day of the vote.

5.3.2 Class B Members. The Grantor shall be known as the Class B Member, and shall be entitled to three (3) votes for each Building Lot of which Grantor is the Owner.

Fractional votes shall not be allowed. In the event that joint Owners are unable to agree among themselves as to how their vote or votes shall be cast, they shall lose their right to vote on the matter being put to a vote. When an Owner casts a vote, it will thereafter be presumed conclusively for all purposes that such Owner was acting with authority and consent of all joint owners of the Building Lot(s) from which the vote derived. The right to vote may not be severed or separated from the ownership of the Building Lot to which it is appurtenant, except that any Owner may give a revocable proxy, or may assign such Owners right to vote to a lessee, mortgagee, beneficiary, or contract purchaser of the Building Lot concerned, for the term of the lease, mortgage, deed of trust, or contract. Any sale, transfer, or conveyance of such Building Lot to a new Owner shall operate automatically to transfer the appurtenant voting right to the Owner, subject to any assignment of the right to vote to a lessee, mortgagee, or beneficiary as provided herein.

5.4 Board of Directors and Officers. The affairs of the Association shall be conducted and managed by a Board of Directors (“Board”) and such owners as the Board may elect or appoint, in accordance with the Articles and Bylaws, as the same may be amended from time to time. The Board of the Association shall be elected in accordance with the provisions set forth in the Association Bylaws.

5.5 Power and Duties of the Association.

5.5.1 Powers. The Association shall have all the powers of a corporation organized under the general corporation laws of the State of Idaho subject only to such limitations upon the exercise of such powers as are expressly set forth in the Articles, the Bylaws, and this Declaration. The Association shall have the power to do any and all lawful things which may be authorized, required or permitted to be done by the Association under Idaho law and under this Declaration, and the Articles and Bylaws, and to do and perform any and all acts which may be necessary to, proper for, or incidental to the proper management and operation of the Common Area and affairs and the performance of the other responsibilities herein assigned, including without limitation:

5.5.1.1 Assessments. The power to levy Assessments on any Owner or any portion of the Property and to force payment of such Assessments, all in accordance with the provisions of this Declaration.

5.5.1.2 Right of Enforcement. The power and authority from time to time in its own name, on its own behalf or on behalf of any Owner who consents thereto, to commence and maintain actions and suits to restrain and enjoin any breach or threatened breach of this Declaration or the Article or the Bylaws, including the Association Rules adopted pursuant to this Declaration, and to enforce by injunction or otherwise, all provisions hereof.

5.5.1.3 Delegation of Powers. The authority to delegate its power and duties to committees, officers, employees, or to any person, firm, or corporation to act as manager, and to contract for snow removal and the maintenance, repair, replacement, and operation of the Common Area and the care and maintenance of all landscaping located on the Property. Neither the Association nor the members of its Board shall be liable for any omission or improper exercise by the manager of any such duty or power so delegated.

5.5.1.4 Association Rules. The power to adopt, amend, and repeal (by majority vote of the Board) such rules and regulations as the Association deems reasonable. The Association may govern the use of the Common Areas by the Owners, their families, invitees, licensees, lessees, or contract purchasers; provided, however, that any Association Rules shall apply equally to all Owners and shall not be inconsistent with this Declaration, the Articles, or the Bylaws. A copy of the Association Rules as they may from time to time be adopted, amended, or repealed, shall be mailed or otherwise delivered to each Owner. Upon such mailing or delivery, the Association Rules shall have the same force and effect as if they were set forth in and were a part of this Declaration. In the event of any conflict between such Association Rules and any other provisions of this Declaration, or the Articles or the Bylaws, the provisions of the Association Rules shall be deemed to be superseded by provisions of this Declaration, the Articles, or the Bylaws to the extent of any such inconsistency.

5.5.1.5 Emergency Powers. The power, exercisable by the Association or by any person authorized by it, to enter upon any property (but not inside any building constructed thereon) in the event of any emergency involving illness or potential danger to life or property or when necessary in connection with any maintenance or construction for which the Association is responsible. Such entry shall be made with as little inconvenience to the Owner as practicable, and any damage caused thereby shall be repaired by the Association.

5.5.1.6 Licenses, Easements, and Rights-of-Way. The power to grant and convey to any third party such licenses, easements, and rights-of-way in, on, or under the Common Area as may be necessary or appropriate for the orderly maintenance, preservation, and enjoyment of the Common Area, and for the preservation of the health, safety, convenience, and welfare of the Owners, for the purpose of constructing, erecting, operating, or maintaining:

5.5.1.6.1 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 provisions of lighting and services; and,

5.5.1.6.2 Public 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.

The right to grant such licenses, easements, and rights-of-way is hereby expressly reserved to the Association.

5.5.2 Duties. In addition to duties necessary and proper to carry out the power delegated to the Association by this Declaration, and the Articles and Bylaws, without limiting the generality thereof, the Association or its agent, if any, shall have the authority and the obligation to conduct all business affairs of the Association and to perform, without limitation, each of the following duties:

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5.5.2.1 Operation and Maintenance of all Landscaping on the Property. Operate, maintain, and otherwise manage on the Property, or provide for the operation, maintenance, and management of all landscaping in the Common Area, including the repair and replacement of property damaged or destroyed by casualty loss. Additionally, the Association may, in its discretion, limit or restrict the use of the Common Area to the Owners residing on the Property. Further it shall be the duty of each Owner to be responsible to water lawns and landscaping plants (exterior), and to plant, water, replant and maintain all terraces, pots, planters, baskets, lawns, landscaping, etc.

5.5.2.2 Reserve Account. Establish and fund a reserve account with a reputable banking institution or savings and loan association or title insurance company authorized to do business in the State of Idaho, which reserve account shall be dedicated to the costs of repair, replacement, maintenance and improvement of the Common Area performing all duties assigned to the Association hereunder.

5.5.2.3 Maintenance of Berms and Retaining Walls. Maintain the berms, retaining walls, and water amenities on the Property.

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

5.5.2.5 Water and Other Utilities. Acquire, provide, and/or pay for water, sewer, garbage disposal, refuse and rubbish collection, electrical, telephone, and gas, and other necessary services, for the Common Area. The Association shall maintain, repair, and operate any sewer lift stations located on the Property.

5.5.2.6 Insurance. Obtain insurance from reputable insurance companies authorized to do business in the State of Idaho, and maintain in effect any insurance policy the Board deems necessary or advisable.

5.5.2.7 Rule Making. Make, establish, promulgate, amend, and repeal such Association Rules as the Board shall deem advisable.

5.5.2.8 Architectural Committee. Appoint and remove members of the Architectural Committee, subject to the provisions of this Declaration.

5.5.2.9 Enforcement of Restrictions and Rules. Perform such other acts, whether or not expressly authorized by this Declaration, as may be reasonably advisable or necessary to enforce any of the provisions of the Declaration, or of the Articles or the Bylaws, including, without limitation, the recordation of any claim of lien with the Blaine County Recorder, as more fully provided herein.

5.5.2.10 Private Streets, Signs, and Lights. Maintain, repair, or replace the street signs and private street lights located on the Property. This duty shall run with the land and cannot be waived by the Association unless the City of Ketchum consents to such waiver.

5.5.2.11 Maintenance. The Association shall be responsible (with monies generated by assessment) to maintain (pursuant to a maintenance schedule established solely by the Association) any improvements located on or in any Common Area.

5.6 Personal Liability. No Member of the Board, or member of any committee of the Association, or any officer of the Association, or the Grantor, or the manager, if any, shall be personally liable to any Owner, or to any other party, including the Association, for any damage, loss, or prejudice suffered or claimed on the account of any act, omission, error, or negligence of the Association, the Board, the manager, if any, or any other representative or employee of the Association, the Grantor, or the Architectural Committee, or any other committee, or any owner of the Association, or the Grantor, provided that such person, upon the basis of such information as may be possessed by such person, has acted in good faith without willful or intentional misconduct.

5.7 Budgets and Financial Statements. Financial statements for the Association shall be prepared regularly and copies shall be distributed to each Member of the Association as follows:

5.7.1 A pro forma operating statement or budget, for each fiscal year shall be distributed not less than sixty (60) days before the beginning of each fiscal year. The operating statement shall include a schedule of Assessments received and receivable, identified by the Building Lot number and the name of the person or entity assigned.

5.8 Meetings of Association. Each year the Association shall hold at least one (1) meeting of the Members, according to the schedule for such meetings established by the Bylaws. Only Members shall be entitled to attend Association meetings, and all other persons may be excluded. Notice for all Association meetings, regular or special, shall be given by regular mail to all Members, and any person in possession of a Building Lot, not less than thirty (30) days, nor more than forty five (45) days, before the meeting and shall set forth the place, date, and hour of the meeting and the nature of the business to be conducted. All meetings shall be held within the Property or as close thereto as practical at a reasonable place selected by the Board. The presence at any meeting in person of the Class B Member, where there is such a Member, and of the Class A Members representing Owners holding at least thirty percent (30%) of the total votes of all Class A Members, shall constitute a quorum. If any meeting cannot be held because a quorum is not present, the Members present may adjourn the meeting to a time not less than ten (10) days nor more than thirty (30) days from the time the original meeting was scheduled. A second meeting may be called as the result of such an adjournment, provided notice is given as provided above. At any such meeting properly called, the presence of any Member shall constitute a quorum.

ARTICLE VI: RIGHTS TO COMMON AREAS

6.1 Use of Common Area. Every Owner shall have a right to use each parcel of the Common Area, which right shall be appurtenant to and shall pass with the title to every Building Lot, subject to the following provisions:

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6.1.1 The right of the Association holding or controlling such Common Area to levy and increase Assessments;

6.1.2 The right of the Association to suspend the voting rights and rights to use of, or interest in, the Common Area recreational facilities (but not including access to private streets, cul-de-sacs and walkways of the Property) by an Owner for any period during which any Assessment or charge against such Owner's Building Lot remains unpaid, and for a period not to exceed sixty (60) days for each infraction of the Association Rules; 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 for such purposes and subject to such conditions as may be permitted by the Articles and the Bylaws and agreed to by the Members. No dedication or transfer of said Common Area shall be effective unless an instrument agreeing to such dedication or transfer signed by Members representing three-fourths (3/4) of each class of Members has been recorded.

6.1.4 The right of the Association to prohibit the construction of structures or Improvements on all Common Areas which interfere with the intended use of such areas as private street, cul-de-sacs and walkways or which obstruct the view of Baldy Mountain.

6.2 Designation of Common Area. Grantor shall designate and reserve the Common Area in the Declaration, Supplemental Declarations, and/or recorded Plats, deeds, or other instruments, and/or as otherwise provided herein.

6.3 Delegation of Right to Use. Any Owner may delegate, in accordance with the respective Bylaws and Association Rules of the Association, such Owner's right of enjoyment to the Common Area, to the members of such Owner's family in residence, and such Owner's tenants or contract purchasers who reside on such Owner's Building lot.

6.4 Damages. Each Owner shall be fully liable for any damage to any Common Area which may be sustained by reason of the negligence or willful misconduct of the Owner, such Owner's resident tenant or contract purchaser, or such Owner's family and guests or invitees, both minor and adult. In the case of joint ownership of a Building Lot, the liability of such Owners shall be joint and several. The cost of correcting such damage shall be a Limited Assessment against the Building Lot and may be collected as provided herein for the collection of other Assessments.

ARTICLE VII: ASSESSMENTS

7.1 Covenant to Pay Assessments. By acceptance of a deed to any portion of the Property, each Owner of such property hereby covenants and agrees to pay when due all Assessments or charges made by the Association, including all Regular, Special, and Limited Assessments and charges made against such Owner pursuant to the provisions of this Declaration or other applicable instrument.

7.1.1 Assessment Constitutes Lien. Such Assessments and Charges, together with interest, costs, and reasonable attorney's fees which may be incurred in collecting the same, shall be a charge on the land and shall be a continuing lien upon the property against which each such Assessment or charge is made.

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7.1.2 Assessment is Personal Obligation. Each such Assessment, together with interest, costs and reasonable attorney's fees, shall also be the personal obligation of the Owner of such property beginning with the time when the Assessment falls due. The personal obligation for delinquent Assessments shall not pass to such Owner's successors in title unless expressly assumed by them but shall remain such Owner's personal obligation regardless of whether he remains an Owner. Provided however the Assessment shall remain as an enforceable lien until paid.

7.2 Regular Assessments. All Owners, including the Grantor, are obligated to pay Regular Assessments to the treasurer of the Association on a schedule of payments established by the Board.

7.2.1 Purpose of Regular Assessments. The proceeds from Regular Assessments are to be used to pay for all costs and expenses incurred by an Association, including legal and attorneys' fees and other professional fees, for the conduct of its affairs, including without limitation the costs and expenses of construction, improvement, protection, maintenance, repair, management, and operation of the Common Areas, including all Improvements located on such areas owned and/or managed and maintained by such Association, and an amount allocated to an adequate reserve fund to be used for repairs, replacement, maintenance, and improvement of those elements of the Common Area, or other property of the Association that must be replaced and maintained on a regular basis or to perform all duties and responsibilities to be performed by the Association as set out herein (collectively "Expenses").

7.2.2 Computation of Regular Assessments. The Association shall compute the amount of its Expenses on an annual basis. The Board shall compute the amount of Regular Assessments owed beginning the first day of the third month following the month in which the closing of the first sale of a Building Lot occurred on the Property for the purposes of the Association's Regular Assessment ("Initiation Date"). Thereafter, the computation of Regular Assessments shall take place not less than thirty (30) nor more than sixty (60) days before the beginning of each fiscal year of an Association. The computation of the Regular Assessment for the period from the Initiation Date until the beginning of the next fiscal year shall be reduced by an amount which fairly reflects the fact that such period was less than one (1) year.

7.2.3 Amounts Paid by Owners. The Board can require, in its discretion or as provided in the Articles or Bylaws, payment of Regular Assessments in monthly, quarterly, semi-annual, or annual installments. The Regular Assessment to be paid by any particular Owner, except Grantor, for any given fiscal year shall be computed as follows:

7.2.3.1 As to the Association's Regular Assessment, each Owner shall be assessed and shall pay an amount computed by multiplying the Association's total advance estimate of Expenses by the fraction produced by dividing the Building Lots attributable to the Owner by the total number of Building Lots on the Property.

7.2.3.2 Up until two (2) years following the date of the sale of a Building Lot on the Property, the Grantor shall be assessed the difference between the total revenue of the Association less the total expenses of the Association ("Shortfall") for the Property. The Grantor agrees to pay the cost of any Shortfall in order to properly maintain the Property during the development of the Property. After two (2) years from the date of the first sale of a Building Lot on the Property, the Grantor shall be assessed the Regular Assessment (defined in Section 7.2.3.1) for each Building Lot remaining in the Property. This reduced assessment is in return for the

Grantor paying the maintenance obligations for the Common Area prior to the acceptance of these obligations by the Association.

7.3 Special Assessments.

7.3.1 Purpose and Procedure. In the event that the Board of the Association shall determine that its respective Regular Assessment for a given calendar year is or will be inadequate to meet the Expenses of such Association for any reason, including but not limited to costs of construction, reconstruction, unexpected repairs or replacement of capital improvements upon the Common Area, attorney's fees and/or litigation costs, other professional fees, or for any other reason, the Board thereof shall determine the approximate amount necessary to defray such Expenses and levy a Special Assessment against the portions of the Property within its jurisdiction which shall be computed in the same manner as Regular Assessments. No Special Assessment shall be levied which exceeds twenty percent (20%) of the budgeted gross Expenses of such Association for that fiscal year, without the vote or written assent of the Owners representing three-fourths of the votes of the Members of such Association. The Board shall, in its discretion, determine the schedule under which such Special Assessment will be paid.

7.3.2 Consistent Basis of Assessment. Every Special Assessment levied by and for an Association shall be levied and paid upon the same basis as that prescribed for the levying and payment of Regular Assessments for such Association.

7.4 Limited Assessments. Notwithstanding the above provisions with respect to Regular and Special Assessments, a Board may levy a Limited Assessment against a Member as a remedy to reimburse the Association for costs incurred in bringing the Member and/or such Member's Building Lot or Limited Common Area into compliance with the provisions of the governing instruments for the Property.

7.5 Uniform Rate of Assessment. Unless otherwise specifically provided herein, Regular and Special Assessments shall be fixed at a uniform rate per Building Lot for all Members of the Association.

7.6 Assessment Period. Unless otherwise provided in the Articles or Bylaws, the Assessment period shall commence on January 1st of each year and terminate December 31st of the year in which the Initiation Date occurs. The first Assessment shall be pro-rated according to the number of months remaining in the fiscal year and shall be payable in equal monthly installments.

7.7 Notice and Assessment Due Date. Ten (10) days' prior written notice of Regular and Special Assessments shall be sent to the Owner of every Building Lot subject thereto, and to any person in possession of such Building Lot. The due dates for installment payment of Regular Assessments and Special Assessments shall be the first day of each month unless some other due date is established by the Board. Each monthly installment of the Regular Assessment of Special Assessment shall become delinquent if not paid within ten (10) days after the levy thereof. There shall accrue with each delinquent installment payment a late charge equal to ten percent (10%) of the delinquent installment. In addition, each installment payment which is delinquent for more than twenty (20) days shall accrue interest at eighteen percent (18%) per annum calculated from the date of delinquency to and including the date full payment is received by an Association. An Association may bring an action against the delinquent Owner and may foreclose the lien against such Owner's Building Lot as more fully provided herein. Each Owner is personally liable for Assessments, together with all

interest, costs and attorney's fees, and no Owner may exempt such Owner from such liability by a waiver of the use and enjoyment of the Common Areas, or by lease or abandonment of such Owners Building Lot.

7.8 Estoppel Certificate. The Association, upon at least twenty (20) days prior written request, shall execute, acknowledge and deliver to the party making such request, a statement in writing stating whether or not, to the knowledge of the Association, a particular Building Lot Owner is in default under the provisions of this Declaration, and further stating the dates to which any Assessments have been paid by the Owner. Any such certificate delivered pursuant to this paragraph 7.8 may be relied upon by any prospective purchaser or mortgagee of the Owner's Building Lot. Reliance on such Certificate may not extend to any default as to which the Signor shall have had no actual knowledge.

7.9 Special Notice and Quorum Requirements. Notwithstanding anything to the contrary contained in either the Bylaws or the Articles, written notice of any meeting called for the purpose of levying a Special Assessment, or for the purpose of obtaining a membership vote in connection with an increase in the Regular Assessment, shall be sent to all Members of the Association and to any person in possession of a Building Lot in the Property, not less than fifteen (15) days nor more than thirty (30) days before such meeting. At the first such meeting called, the presence of Members or of proxies entitled to cast sixty percent (60%) of the total votes of the Association shall constitute a quorum. If such quorum is not present, subsequent meetings may be called subject to the same notice requirement, and the required quorum at the subsequent meetings shall be fifty percent (50%) of the quorum required at the preceding meeting. No such subsequent meeting shall be held more than thirty (30) days following the preceding meeting.

ARTICLE VIII: ENFORCEMENT OF ASSESSMENT; LIENS

8.1 Right to Enforce. The Association has the right to collect and enforce its Assessments pursuant to the provisions hereof. Each Owner of Building Lot, upon becoming an Owner of such Building Lot, shall be deemed to covenant and agree to pay each and every Assessment provided for in this Declaration and agrees to the enforcement of all Assessments in the manner herein specified. In the event an attorney or attorneys are employed for the collection of any Assessment, whether by suit or otherwise, or to enforce compliance with or specific performance of the terms and conditions of this Declaration, each Owner agrees to pay reasonable attorney's fees in addition to any other relief or remedy obtained against such Owner. The Board or its authorized representative may enforce the obligations of the Owners to pay such Assessments by commencement and maintenance of a suit at law or in equity, or the Board may exercise the power of foreclosure and sale pursuant to paragraph 8.3 to enforce the liens created hereby. A suit to recover a money judgment for an unpaid Assessment shall be maintainable without foreclosing or waiving the lien hereinafter provided.

8.2 Assessment Liens.

8.2.1 Creation. There is hereby created a claim of lien with power of sale on each and every Building Lot to secure payment of any and all Assessments levied against such Building Lot pursuant to this Declaration together with interest thereon at the rate of 18% and all costs of collection which may be paid or incurred by the Association making the Assessment in connection therewith, including reasonable attorney's fees. All sums assessed in accordance with the provisions of this Declaration shall constitute a lien on such respective Building Lot upon recordation of a claim of lien with the Blaine County Recorder. Such lien shall be prior and superior to all other liens or claims created subsequent to the recordation of the notice of delinquency

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and claim of lien except for tax liens for real property taxes on any Building Lot and Assessments on any Building Lot in favor of any municipal or other governmental assessing body which, by law, would be superior thereto.

8.2.2 Claim of Lien. Upon default of any Owner in the payment of any Regular, Special or Limited Assessment issued hereunder, the Association may cause to be recorded in the office of the Blaine County Recorder a claim of lien. The claim of lien shall state the amount of such delinquent sums and other authorized charges (including the cost of recording such notice), a sufficient description of the Building Lot(s) against which the same have been assessed, and the name of the record Owner thereof. Each delinquency shall constitute a separate basis for a notice and claim of lien, but any number of defaults may be included within a single notice and claim of lien. Upon payment to the Association of such delinquent sums and charges in connection therewith or other satisfaction thereof, the Association shall cause to be recorded a further notice stating the satisfaction of relief of such delinquent sums and charges. The Association may demand and receive the cost of preparing and recording such release before recording the same.

8.3 Method of Foreclosure. Such lien may be foreclosed by appropriate action in court or by notice and sale by the Association establishing the Assessment, its attorney or other person authorized to make the sale. Such sale shall be conducted in accordance with the provisions of the Idaho law applicable to the exercise of powers of notice and sale permitted by law with regard to Deeds of Trust or foreclosure of Mortgages. The Board is hereby authorized to appoint its attorney, any officer or director of the Association, or any title company authorized to do business in Idaho as trustee for the purpose of conducting such power of sale or foreclosure.

8.4 Required Notice. Notwithstanding anything contained in this Declaration to the contrary, no action may be brought to foreclose the lien created by recordation of the notice of delinquency and claim of lien, whether judicially, by power of sale or otherwise, until the expiration of thirty (30) days after a copy of such claim of lien has been deposited in the United States mail, certified or registered, postage prepaid, to the Owner of the Building Lot(s) described in such notice of delinquency and claim of lien, and to the person in possession of such Building Lot(s) and a copy thereof is recorded by the Association in the Office of the Blaine County Recorder.

8.5 Subordination to Certain Trust Deeds. The lien for the Assessments provided for herein in connection with a given Building Lot shall not be subordinate to the lien of any deed of trust or mortgage except the lien of a first deed of trust or first mortgage given and made in good faith and for value that is of record as an encumbrance against such Building Lot prior to the recordation of a claim of lien for the Assessments. Except as expressly provided in paragraph 8.6 with respect to a first mortgagee who acquires title to Building Lot, the sale or transfer of any Building Lot shall 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 such sale or transfer, nor shall such sale or transfer diminish or defeat the personal obligation of any Owner for delinquent Assessments as provided for in this Declaration.

8.6 Rights of Mortgagees. Notwithstanding any other provision of this Declaration, no amendment of this Declaration shall operate to defeat the rights of the Beneficiary under any deed of trust upon a Building Lot made in good faith and for value, and recorded prior to the recordation of such amendment, provided that after the foreclosure of any such deed of trust such Building Lot shall remain subject to this Declaration as amended.

ARTICLE IX: INSPECTION OF ASSOCIATION'S BOOKS AND RECORDS

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9.1 Member's Right of Inspection. The membership register, books of account and minutes of meetings of the Board and committee of the Association shall be made available for inspection and copying by any Member of the Association or by such Member's duly appointed representatives, at any reasonable time and for a purpose reasonably related to such Member's interest as a Member at the office of the Association or at such other place as the Board of such Association shall prescribe. No Member or any other person shall copy the membership register for the purposes of solicitation of or direct mailing to any Member of the Association.

9.2 Rules Regarding Inspection of Books and Records. The Board shall establish reasonable rules with respect to:

9.2.1 Notice to be given to the custodians of the records by the persons desiring to make the inspection.

9.2.2 Hours and days of the week when such an inspection may be made.

9.2.3 Payment of the cost of reproducing copies of documents requested pursuant to this Article IX.

9.3 Director's Rights of Inspection. Every director shall have the absolute right at any reasonable time to inspect all books, records and documents of the Association, and the physical properties owned or controlled by the Association. The right of inspection by a director includes the right to make extracts and copies of documents.

ARTICLE X: ARCHITECTURAL COMMITTEE

10.1 Creation. Within thirty (30) days of the date on which the Grantor first conveys a Building Lot to an Owner, Grantor shall appoint three (3) individuals to serve on the Architectural Committee ("Architectural Committee"). Each member shall hold office until such time as such member has resigned or has been removed, or such member's successor has been appointed, as provided herein. A member of the Architectural Committee shall be an Owner or professional in the real estate, architecture or construction industry. Members of the Architectural Committee may be removed by the Board at any time with or without cause.

10.2 Grantor's Right of Appointment. At any time, and from time to time, prior to ten (10) years after the recording date of this Declaration in which Grantor is the Owner of at least one Building Lot, Grantor shall have the exclusive right to appoint and remove all members of the Architectural Committee. At all other times, the Association Board shall have the right to appoint and remove all members of the Architectural Committee. If a vacancy on the Architectural Committee occurs and a permanent replacement has not yet been appointed, Grantor or the Board, as the case may be, may appoint an acting member to serve for a specified temporary period not to exceed one (1) year.

10.3 Review of Proposed Construction. The Architectural Committee shall consider and act upon any and all proposals or plans and specifications submitted for its approval pursuant to this Declaration, and perform such other duties as from time to time shall be assigned to it by the Board, including the inspection of construction in progress to assure its conformance with plans approved by the Architectural Committee. The Board shall have the power to determine, by rule or other written designation consistent with this Declaration, which types of Improvements shall be submitted for Architectural Committee review and approval. The Architectural

Committee shall have the power to hire an architect, licensed with the State of Idaho, to assist the Architectural Committee in its review of proposals or plans and specifications submitted to the Architectural Committee. The Architectural Committee shall approve proposals or plans and specifications submitted for its approval only if it deems that the construction, alterations or additions contemplated thereby in the locations indicated will not be detrimental to the habitat of the Common Areas, or appearance of the surrounding area of the Property as a whole, that the appearance of any structure affected thereby will be in harmony with the surrounding structures, and that the upkeep and maintenance thereof will not become a burden on the Association or obstruct the views of Baldy Mountain.

10.3.1 Conditions on Approval. The Architectural Committee may condition its approval of proposals or plans and specifications upon such changes therein as it deems appropriate, and/or upon the agreement of the Applicant to reimburse an Association for the cost of maintenance, and may require submission of additional plans and specifications or other information before approving or disapproving material submitted.

10.3.2 Architectural Committee Rules and Fees. The Architectural Committee also may establish rules and/or guidelines setting forth procedures for and the required content of the applications and plans submitted for approval. Such rules may require a fee to accompany each application for approvals or additional factors which it will take into consideration in reviewing submissions. The Architectural Committee shall determine the amount of such fee in a reasonable manner. Such fees shall be used to defray the costs and expenses of the Architectural Committee, including the cost and expense of hiring an architect licensed by the State of Idaho, as provided above, or for such other purposes as established by the Board, and such fee shall be refundable to the extent not expended for the purposes herein stated. If plans submitted are the same or substantially similar to plans previously approved by the Architectural Committee, fees may be reduced for such application approvals.

Such rules and guidelines may establish, without limitation, specific rules and regulations regarding design and style elements, landscaping, as well as special architectural guidelines applicable to Building Lots located adjacent to public and/or private open space.

10.3.3 Detailed Plans. The Architectural Committee may require such detail in plans and specifications submitted for its review as it deems proper, including, without limitation, floor plans, site plans, landscape plans, drainage plans, elevation drawings, and descriptions or samples of exterior material and colors. Until receipt of such details, the Architectural Committee may postpone review of any plan submitted for approval.

10.3.4 Architectural Committee Decisions. Decisions of the Architectural Committee and the reasons therefor shall be transmitted by the Architectural Committee to the Applicant at the address set forth in the application for approval within twenty (20) days after filing all materials required by the Architectural Committee. Any materials submitted pursuant to this Article X shall be deemed approved unless written disapproval by the Architectural Committee shall have been mailed to the Applicant within twenty (20) days after the date of filing said materials with the Architectural Committee. The Architectural Committee shall have the power to hire an architect, licensed with the State of Idaho, to assist the Architectural committee in its review of proposals or plans and specifications submitted to the Architectural Committee. The Architectural Committee shall approve proposals or plans and specifications submitted for its approval only if it deems that the construction, alterations or additions contemplated thereby in the locations indicated will not be detrimental to the habitat of the Common Areas, or appearance of the surrounding area of the Property as a whole, that the appearance of any structure affected thereby will be in harmony with the surrounding structures, that the views of Baldy Mountain remain unobstructed and that the upkeep and maintenance thereof will not become a burden on the Association.

10.4 Meetings of the Architectural Committee. The Architectural Committee shall meet from time to time as necessary to perform its duties hereunder. The Architectural Committee may from time to time by resolution unanimously adopted in writing, designate an Architectural Committee representative (who may, but need not be, one of its members) to take any action or perform any duties for and on behalf of the Architectural Committee, except the granting of variances pursuant to paragraph 10.9. In the absence of such designation, the vote of any two (2) members of the Architectural Committee, or the written consent of any two (2) members of the Architectural Committee taken without a meeting, shall constitute an act of the Architectural Committee.

10.5 No Waiver of Future Approvals. The approval of the Architectural Committee of any proposals or plans and specifications or drawings for any work done or proposed, or in connection with any other matter requiring the approval and consent of the Architectural Committee, shall not be deemed to constitute a waiver of any right to withhold approval or consent as to any similar proposals, plans and specifications, drawings or matter whatever subsequently or additionally submitted for approval or consent.

10.6 Compensation of Members. The members of the Architectural Committee shall receive no compensation for services rendered, other than reimbursement for expenses incurred by them in the performance of their duties hereunder and except as otherwise agreed by the Board.

10.7 Inspection of Work. Inspection of work and correction of defects therein shall proceed as follows:

10.7.1 Upon the completion of any work for which approved plans are required under this Article X, the Owner shall give written notice of completion to the Architectural Committee.

10.7.2 Within sixty (60) days thereafter, the Architectural Committee or its duly authorized representative may inspect such Improvement. If the Architectural Committee finds that such work was not done in substantial compliance with the approved plans, it shall notify the Owner in writing of such noncompliance within such sixty (60) day period, specifying the particular noncompliance, and shall require the Owner to remedy the same.

10.7.3 If upon the expiration of thirty (30) days from the date of such notification, or any longer time the Architectural Committee determines to be reasonable, the Owner shall have failed to remedy such noncompliance, the Architectural Committee shall notify the Board in writing of such failure. Upon notice and hearing, as provided in the Bylaws, the Board shall determine whether there is a noncompliance and, if so, the nature thereof and the estimated cost of correcting or removing the same. If a noncompliance exists, the Owner shall remedy or remove the same within a period of not more than forty-five (45) days from the date of the announcement of the Board ruling unless the Board specifies a longer time as reasonable. If the Owner does not comply with Board ruling within such period, the Board, at its option, may either remove the non-complying improvement or remedy the noncompliance, and the Owner shall reimburse the Association, upon demand, for all expenses incurred in connection therewith. If such expenses are not promptly repaid by the Owner to the Association, the Board shall levy a Limited Assessment against such Owner for reimbursement pursuant to this Declaration.

10.7.4 If for any reason the Architectural Committee fails to notify the Owner of any noncompliance with sixty (60) days after receipt of the written notice of completion from the Owner, the work shall be deemed to be in accordance with the approved plans.

10.8 Non-Liability of Architectural Committee Members. Neither the Architectural Committee nor any member thereof, nor its duly authorized Architectural Committee nor any member thereof, nor its duly authorized Architectural Committee representative, shall be liable to any Association, or to any Owner or Grantee for any loss, damage, or injury arising out of or in any way connected with the performance of the Architectural Committee's duties hereunder, unless due to the willful misconduct or bad faith of the Architectural Committee. The Architectural Committee shall review and approve or disapprove all plans submitted to it for any proposed improvement, alteration or addition, solely on the basis of aesthetic considerations and the overall benefit or detriment which would result to the immediate vicinity and to the Property generally. The Architectural Committee shall take into consideration the aesthetic aspects of the architectural designs, placement of building, landscaping, color schemes, maintenance of views of Baldy Mountain, exterior finishes and materials and similar features, but shall not be responsible for reviewing, nor shall its approval of any plan or design be deemed approval of any plan or design from the standpoint of structural safety or conformance with building or other codes.

10.9 Variances. The Architectural Committee may authorize variances from compliance with any of the architectural provisions of this Declaration, including restrictions upon height, size, floor area, or placement of structures, or similar restrictions, when circumstances such as topography, natural obstructions, hardship, aesthetic, or environmental considerations may require. However no variances will be granted for construction of structures or Improvements, including without limitation manicured lawns, in the Common Areas. Such variances must be evidenced in writing, must be signed by at least two (2) members of the Architectural Committee, and shall become effective upon recordation in the office of the county Recorder of Blaine County. If such variances are granted, no violation of the covenants, conditions or restrictions contained in this Declaration shall be deemed to have occurred with respect to the matter for which the variance was granted. The granting of such a variance shall not operate to waive any of the terms and provisions of this Declaration for any purpose except as to the particular Building Lot and particular provision hereof covered by the variance, nor shall it affect any way the Owners obligation to comply with all governmental laws and regulations affecting such Owners use of the Building Lot, including but not limited to zoning ordinances or requirements imposed by any governmental or municipal authority.

ARTICLE XI: EASEMENTS

11.1 Easements of Encroachment. There shall be reciprocal appurtenant easements of encroachment as between each Building Lot and such portion or portions of the Common Area adjacent thereto or as between
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adjacent Building Lots due to the unwilful placement or settling or shifting of the sidewalks constructed, reconstructed or altered thereon in accordance with the terms of this Declaration. Easements of encroachment shall be valid only so long as they exist, and the rights and obligations of Owners shall not be altered in any way because of encroachments, settling or shifting of the Improvements; provided, however, that in no event shall a valid easement for encroachment occur due to the willful act or acts of an Owner. In the event a structure on any Building Lot is partially or totally destroyed, and then repaired or rebuilt, the owners of each Building Lot agree that minor encroachments over adjoining Building Lots that existed prior to the encroachment may be reconstructed pursuant to the easement granted by this paragraph 11.1

11.2 Easements of Access. All Owners of Building Lots shall have a perpetual easement for access, ingress and egress over the Common Area, including but not limited to the private streets, parking areas and garages, cul-de-sacs and walkways. The easements shall be appurtenant and run with the land. Such easements may be used by Grantor, and by all Owners, their guests, tenants and invitees, residing on or temporarily visiting the property, for pedestrian walkways, vehicular access, parking, and such other purposes reasonably necessary for the use and enjoyment of a Building Lot or the Common Area.

11.3 Drainage and Utility Easements. Grantor expressly reserves for the benefit of all the Property reciprocal easements of access, ingress and egress for all Owners to and from their respective Building Lots for installation and repair of utility services, parking, access to parking, for drainage of water over, across and upon adjacent Building Lots, and Common Areas, resulting from the normal use of adjoining Building Lots or Common Areas, and for necessary maintenance and repair for any improvement including fencing, retaining walls, lighting facilities, parking areas, mailboxes and sidewalk abutments, trees, and landscaping. Notwithstanding anything expressly or impliedly contained herein to the contrary, this Declaration shall be subject to all easements heretofore or hereafter granted by Grantor for the installation and maintenance of utilities and drainage facilities that are required for the development of the Property. In addition, Grantor hereby reserves for the benefit of any Association the right to grant additional easements and rights-of-way over the Property, as appropriate, to the Property until close of escrow for the sale of the last Building lot in the property to a purchaser.

11.4 Rights and Duties Concerning Utility Easements. The rights and duties of the Owners of the Building Lots within the Property with respect to utilities shall be governed by the following:

11.4.1 Wherever utility house connections are installed within the Property, which connections or any portions thereof lie in or upon Building Lots owned by an Owner other than the Owner of the Building Lot served by the connections, the Owner of the Building Lot served by the connections shall have the right, and is hereby granted an easement to the full extent necessary therefor, to enter upon any Building Lot or to have their agent enter upon any Building Lot within the Property in or upon which said connections or any portion thereof lie, to repair, replace and generally maintain the connections as and when it may be necessary.

11.4.2 Whenever utility house connections are installed within the Property, which connections serve more than one Building Lot, the Owner of each Building Lot served by the connections shall be entitled to full use and enjoyment of such portions of said connections as service to such Owner's Building Lot.

11.5 Disputes as to Sharing of Costs. In the event of a dispute between Owners with respect to the repair or rebuilding of utility connections or with respect to the sharing of the cost therefor, upon written request of one of such Owners addressed to the Association, the matter shall be submitted to the Board which shall decide the dispute and, if appropriate, make an appropriate Assessment against any or all of the Owners involved on behalf of the prevailing Owner(s), which Assessment shall be collected and enforced in the manner provided by this Declaration for Limited Assessments.

11.6 General Easement. An easement is hereby reserved to the Association, its contractors and agents, to enter those portions of Building Lots and/or Limited Common Areas, for the purpose of installing, maintaining, replacing, and restoring exterior landscaping, natural vegetation and habitat, snow removal and the Common Area. Such landscaping activity shall include, by way of illustration and not of limitation, the mowing of lawns, snow removal, irrigation, sprinkling, tree and shrub trimming and pruning, walkway improvement, seasonal planting, and such other landscaping activities within the Property as such Association shall determine to be necessary from time to time. This general easement is also reserved to the Association, its contractors and agents to enter those portions of Building Lots and/or Limited Common Areas for the purpose of installing, maintaining and replacing the Common Area elements of the snow melt boilers and equipment.

11.7 Maintenance and Use Easement Between Walls and Lot Lines. Whenever the wall of a structure, or retaining wall legitimately constructed on a Building Lot by Grantor is located within five (5) feet of the lot line of such Building Lot, the Owner of such Building Lot is hereby granted an easement over and on the adjoining Building Lot (not to exceed five (5) feet from the Building Lot line) for purposes of maintaining and repairing such wall and eaves or other overhangs.

11.8 Waterway Easements. Grantor hereby reserves for the benefit of the Association an easement for all Waterways and related pipes, pumps and other equipment over, across and under all Building Lots and Common Areas, to the extent reasonably required to maintain any water system installed by Grantor on the Property or pursuant to plans and specifications approved by the Architectural Committee. Any relocation of the water lines installed as a part of such system shall not be undertaken in any way which interrupts the flow of water through the system or damages the system in any other fashion. Grantor reserves the right to make any reconfiguration of any Waterway which it determines, in its own discretion, to be necessary, expedient or desirable, provided, however, that nothing herein shall reserve unto Grantor the right to take any action which would disturb, encroach upon, or endanger the foundation of any building, nor shall Grantor take any action which would materially alter any Waterway's proximity to improved property abutting such Waterways.

11.9 Sewer Covenants and Restrictions. All Lots within the Property shall be subject to and restricted by the following covenants and restrictions:

11.9.1 A monthly sewer charge must be paid after connecting to the Ketchum City public sewer system, according to the ordinances and laws of Ketchum City.

11.9.2 The Owner of the Building Lot shall submit to inspection by either the Department of Public Works or the Department of Building whenever a Building Lot is to be connected the City's sewage system and building sewer is constructed or installed on or with Owner's Lot.

11.9.3 The Grantor of this subdivision shall have the right and power to bring all actions against the Owner of the Property conveyed or any part thereof for the collection of any charges herein required and to enforce the conditions herein stated. This covenant shall be appurtenant and run with the land.

11.10 Specific Landscape Easement.— Grantor hereby reserves for the benefit of the Association a perpetual Landscape Easement. Such easement shall allow the Association to install and maintain the berms, retaining walls, and landscaping within the Property.

11.11 Cross Easements. Grantor hereby reserves for the benefit of the Members, Owners and the Association access across easements as designated on the Plat.

ARTICLE XII: MISCELLANEOUS

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12.1 Term. The easements created hereunder shall be perpetual, subject only to extinguishment by the holders of such easements as provided by law. The covenants, conditions, restrictions, and equitable servitudes of this Declaration shall run until January 2030, unless amended as herein provided. After such date, such covenants, conditions, and restrictions shall be automatically extended for successive periods of ten (10) years each, unless amended or extinguished by a written instrument executed by Members holding at least three-fourths (3/4) of the voting power of the Association and such written instrument is recorded with the Blaine County Recorder.

12.2 Amendment.

12.2.1 By Grantor. Except as provided in paragraph 12.3 below, until the recordation of the first deed to a Building Lot in the Property, the provisions of this Declaration may be amended, modified, clarified, supplemented, added to (collectively, "amendment") or terminated by Grantor by recordation of a written instrument setting forth such amendment or termination.

12.2.2 By Owners. Except where a greater percentage is required by express provision in this Declaration, the provisions of this Declaration, other than this Article XII, any amendment shall be by an instrument in writing signed and acknowledged by the president and secretary of the Association certifying and attesting that such amendment has been approved by the vote or written consent of Owners representing more than fifty percent (50%) of the votes in the Association, and such amendment shall be effective upon its recordation with the Blaine County Recorder. Any amendment to this Article XII shall require the vote or written consent of Members holding three-fourths (3/4) of the voting power of the Association.

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

12.3 Mortgage Protection. Notwithstanding any other provision of this Declaration, no amendment of this Declaration shall operate to defeat or render invalid the rights of the beneficiary under any first deed of trust upon a Building Lot made in good faith and for value, and recorded prior to the recordation of such amendment, provided that after foreclosure of any such first deed of trust such Building Lots shall remain subject to this Declaration, as amended.

12.4 Notices. Any notices permitted or required to be delivered as provided herein shall be in writing and may be delivered either personally or by mail. If delivery is made by mail, it shall be deemed to have been delivered seventy-two (72) hours after the same has been deposited in the United States mail, postage prepaid, addressed to any person at the address given by such person if no address has been given to the Association. Such address may be changed from time to time by notice in writing to the Association, as provided in this paragraph 12.4.

12.5 Enforcement and Non-Waiver.

12.5.1 Right of Enforcement. Except as otherwise provided herein, any Owner of any Building Lot or the Association shall have the right to enforce any or all of the provisions hereof against any property within the Property and Owners thereof.

12.5.2 Violations and Nuisances. The failure of any Owner of a Building Lot to comply with any provision hereof, or with any provision of the Articles or Bylaws of the Association, is hereby declared a nuisance
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR SNOWBIRD TOWNHOMES
OWNER'S ASSOCIATION, INC.\24

and will give rise to a cause of action in the Grantor, the Association or any Owner Building Lot(s) within the Property for recovery of damages or for negative or affirmative injunctive relief or both. However, any other provision to the contrary notwithstanding, only Grantor, the Association, the Board, or a duly authorized agent of any of them, may enforce by self-help any of the provisions hereof only if such self-help is preceded by reasonable notice to the Owner.

12.5.3 Violation of Law. Any violation of any state, municipal, or local law, ordinance, or regulation pertaining to the ownership, occupation or use of any property within the Property is hereby declared to be a violation of this Declaration and subject to any or all of the enforcement procedures set forth in this Declaration and any or all enforcement procedures in law and equity.

12.5.4 Remedies Cumulative. Each remedy provided herein is cumulative and not exclusive.

12.5.5 Non-Waiver. The failure to enforce any of the provisions herein at any time shall not constitute a waiver of the right to enforce any such provision.

12.6 Interpretation. The provisions of this Declaration shall be liberally construed to effectuate its purpose of creating a uniform plan for the development and operation of the Property. This Declaration shall be construed and governed under the laws of the State of Idaho.

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

12.6.2 Restrictions Severable. Notwithstanding the provisions of the foregoing paragraph 12.6.1, each of the provisions of this Declaration shall be deemed independent and severable, and the invalidity or partial invalidity of any provision or portion thereof shall not affect the validity or enforceability of any other provision herein.

12.6.3 Singular Includes Plural. Unless the context requires a contrary construction, the singular shall include the plural and the plural singular, and the masculine, feminine, or neuter shall each include the masculine, feminine, and neuter.

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

12.7 Successors and Assigns. All references herein to Grantor, Owners, any Association, or person shall be construed to include all successors, assigns, partners, and authorized agents of such Grantor, Owners, Association, or person.

12.8 Attorney Fees. In the event that Grantor, the Association or an Owner retains an attorney for the purpose of enforcing any right or duty arising out of this Declaration, the non-prevailing party in such dispute shall pay to the prevailing party the latter's reasonable attorney fees, whether or not litigation is actually instituted, and on appeal.

IN WITNESS WHEREOF, the Grantor has executed this Declaration effective as of the date first set forth above.

GRANTOR

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR SNOWBIRD TOWNHOMES
OWNER'S ASSOCIATION, INC.\25

SCOTT J. EDWARDS

STATE OF IDAHO)
) ss.
County of Blaine)

On this ____ day of _____, 2022, before me a Notary Public in and for said State, personally appeared Scott J. Edwards, known to me to be the person who executed the within and foregoing document 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: _____

EXHIBIT A



February 9, 2022

Scott Edwards
1830 112Th St E
Tacoma, Wa 98445-3747

To whom it may concern,

Thank you for your inquiry about electrical service at 220 Bird Drive
Ketchum, Id 83340

This property is located within Idaho Power's service area in the state of Idaho .

Idaho Power will provide electrical service to this location once any required easement or right of way are obtained by Idaho Power and/or the Customer, and in compliance with the statutes of the State of Idaho/Oregon and the Idaho Power tariffs on file with our regulators. Tariffs include the General Rules and Regulations that covers new service attachments and distribution line installations or alterations.

To start new service or obtain more information about new service, visit our website:
<https://www.idahopower.com/service-and-billing/> . You may also contact Idaho Power's Customer Care Team at 208-388-2323, or 1-800-488-6151 (outside the Treasure Valley).

Idaho Power has reviewed the required equipment to be installed on property; one transformer and one sector at the northeast property corner of Sublot 1 and one transformer at the southeast property corner of Sublot 2, both locations adjacent to the public right of way at Bird Drive. Work to attach to the existing power line in Bird Drive is necessary. The customer understands Idaho Power clearances and accepts with regards to providing City of Ketchum screening required.

Sincerely,

Cyndi Bradshaw

Cyndi Bradshaw
Distribution Designer
Cbradshaw@Idahopower.Com
208-788-8002

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

January 24, 2022

Planning & Building Departments
City of Ketchum
P O Box 2315
Ketchum, ID 83340-2315

Re: Snowbird T/H's

To Whom It May Concern,

This letter is intended as a will serve for the above address.

Clear Creek Disposal is aware of the project scope, size and duration for the construction of residences at this address. Clear Creek Disposal is fully capable of providing proper services for the is job and is committed to it. And, to provide individual residence cart service on going after the initial sale with collection provided at the street, Bird Dr.

If you have any questions, please don't hesitate to call me at 208-726-9600.

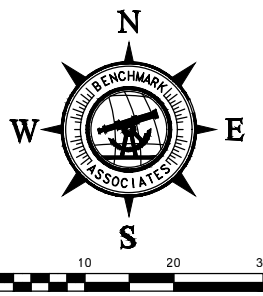
Respectfully,



Mike Goitiandia
Clear Creek Disposal

.Snowbird TH's Will Serve





LEGEND:

- PROPERTY LINE
- - - LOT LINE ELIMINATED
- - - EASEMENT LINE
- - - BLAINE COUNTY GIS TIE
- - - APPROXIMATE EDGE BUILDING
- - - EDGE PAVEMENT
- - - EXISTING WOOD FENCE
- - - EXISTING ELECTRIC LINE
- - - EXISTING WATER LINE
- - - EXISTING SEWER LINE
- X X TELE BOX
- E E CATV BOX
- W W ELECTRIC BOX
- S S FOUND 1/2" REBAR
- FOUND 5/8" REBAR
- SET 5/8" REBAR, PLS 9561
- FOUND ALUMINUM CAP
- EXISTING TREE

SNOWBIRD SUBDIVISION: LOTS 1A & 2A

LOCATED WITHIN: SECTION 13, TOWNSHIP 4 NORTH, RANGE 17 EAST, B.M., CITY OF KETCHUM, BLAINE COUNTY, IDAHO
WHEREIN THE BOUNDARY COMMON TO LOTS 1 & 2 OF SNOWBIRD SUBDIVISION IS AMENDED.

**MARCH 2022
PRELIMINARY PLAT**



VICINITY MAP
NOT TO SCALE

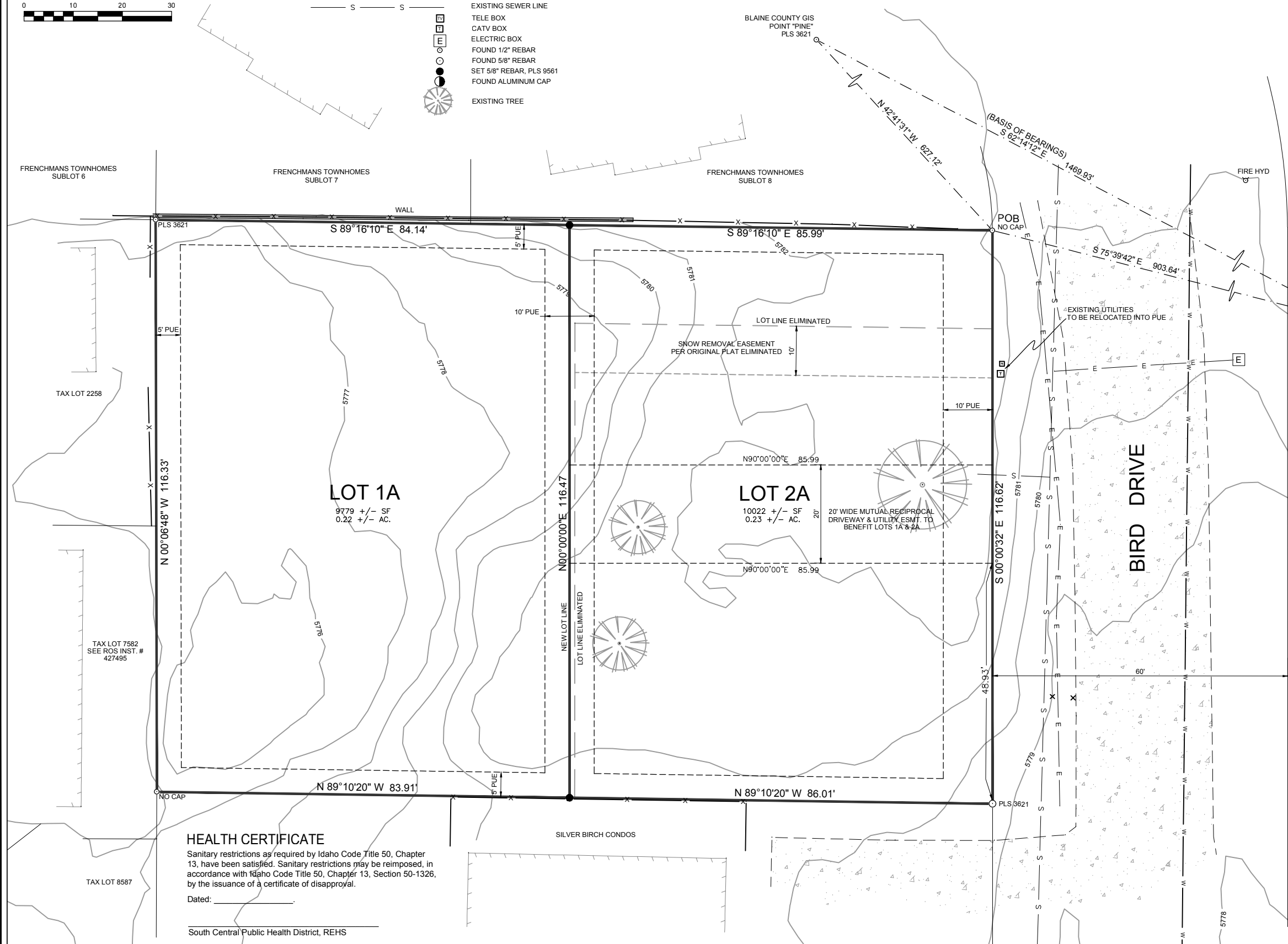
OWNER OF RECORD
SCOTT J. EDWARDS
13019 NAOMILAWN DRIVE SOUTHWEST
LAKEWOOD, WA 98498

SURVEYOR'S NARRATIVE:

1. THE PURPOSE OF THIS PLAT IS TO AMEND THE BOUNDARY COMMON TO LOTS 1 & 2 OF SNOWBIRD SUBDIVISION. FOUND MONUMENTS WERE ACCEPTED AS EITHER ORIGINAL OR REPLACEMENTS OF ORIGINAL CORNERS.
2. DIMENSIONS SHOWN HEREON ARE MEASURED. FOR RECORD DIMENSIONS, SEE REFERENCED SURVEYS.
3. DOCUMENTS USED IN THE COURSE OF THIS SURVEY:
 - A. ORIGINAL PLAT OF "SNOWBIRD SUBDIVISION", INST. NO. 321440.

NOTES:

1. A 10 FOOT WIDE PUBLIC UTILITY EASEMENT EXISTS CENTERED UPON ALL SIDE AND REAR LOT LINES PER ORIGINAL PLAT. A 10-FOOT WIDE PUBLIC UTILITY EASEMENT IS GRANTED ALONG FRONT PROPERTY LINE AS SHOWN HEREON.
2. A 20 FOOT WIDE MUTUAL RECIPROCAL DRIVEWAY & UTILITY EASEMENT TO BENEFIT LOTS 1A & 2A IS GRANTED AS SHOWN HEREON.
3. A POWERLINE EASEMENT WAS RECORDED JULY 8, 1963 AS INST. NO. 118840, RECORDS OF BLAINE COUNTY, IDAHO.
4. CURRENT ZONING IS GR-L, GENERAL RESIDENTIAL LOW DENSITY.
5. UTILITIES ARE PER SURFACE EVIDENCE & CITY OF KETCHUM RECORDS & ARE APPROXIMATE. OTHER UNDERGROUND UTILITIES MAY EXIST.
6. CONTOUR INTERVAL: 1' - CONTOURS IN AREAS OF DENSE VEGETATION MAY DEVIATE FROM TRUE ELEVATION BY ONE HALF THE HEIGHT OF THE VEGETATION. DATE OF LIDAR FLIGHT FOR CONTOURS: 2017.



HEALTH CERTIFICATE

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

Dated: _____
South Central Public Health District, REHS



**SNOWBIRD SUBDIVISION:
LOTS 1A & 2A**
LOCATED WITHIN
SECTION 13, TOWNSHIP 4 NORTH, RANGE 17 EAST, B.M.,
CITY OF KETCHUM, BLAINE COUNTY, IDAHO

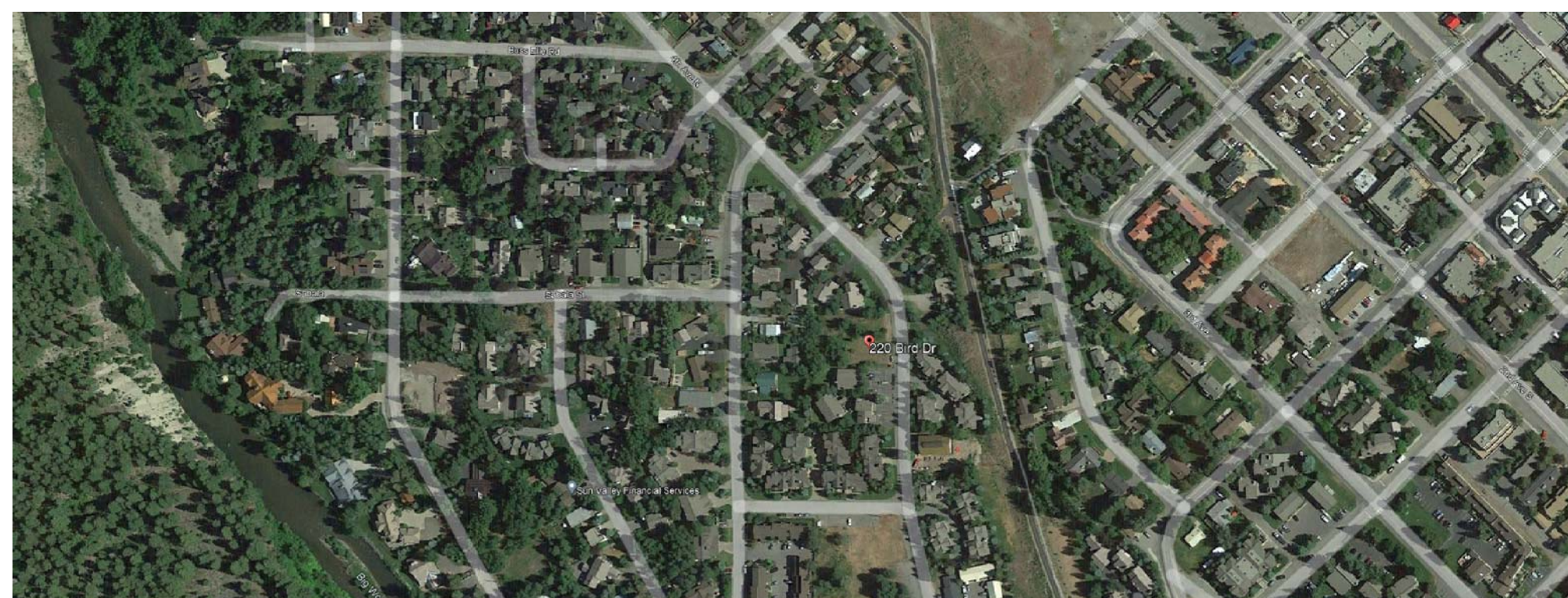
PROJECT NO. 21070	DWG BY: DWS/CPL	21070pre2022.D
PRELIMINARY PLAT	DATE: 03/21/2022	SHEET: 1 OF 1



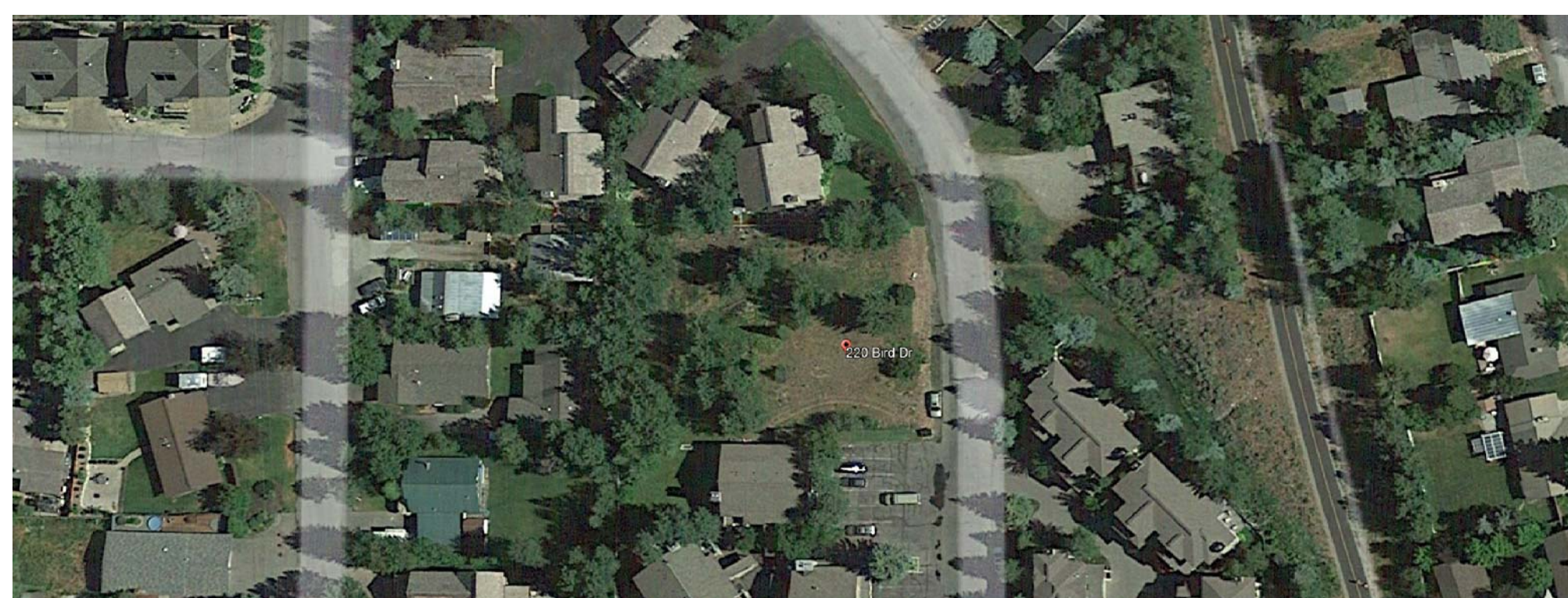
SNOWBIRD TOWNHOMES

Ketchum, Idaho

PROJECT LOCATION



AREA MAP



VICINITY MAP

BUILDING CODE

ALL WORK SHALL MEET OR EXCEED THE CURRENT ADOPTED CODES:

- KETCHUM MUNICIPAL CODE
- THE INTERNATIONAL RESIDENTIAL CODE (IRC), 2018 EDITION, AS AMENDED BY THE IDAHO BUILDING CODE BOARD, PARTS I-III AND IX, INCLUDING APPENDIX F, RADON CONTROL METHODS
- THE INTERNATIONAL ENERGY CONSERVATION CODE (IECC), 2018 EDITION, AS MANDATED BY THE IDAHO BUILDING CODE BOARD
- THE INTERNATIONAL FIRE CODE, 2018 EDITION, INCLUDING APPENDIX CHAPTERS B-F PUBLISHED BY THE INTERNATIONAL CODE COUNCIL

- PROVIDE COMPLIANCE WITH THE KETCHUM MUNICIPAL CODE, CHAPTER 15.08 REQ'D
- ALL OUTDOOR LIGHT FIXTURES TO COMPLY WITH THE CITY OF KETCHUM DARK SKY ORDINANCE
- PROVIDE APPROVED AUTOMATIC SPRINKLER SYSTEM MEETING APPLICABLE CODES

PROJECT DATA

PROJECT LOCATION: 220 BIRD DRIVE
KETCHUM, IDAHO 83340

PROJECT DESCRIPTION:

LEGAL DESCRIPTION: SNOWBIRD SUB LOT 2 BLK 1
SIZE: LOT 1A: .22 ACRES = 9,779 SF +/-
(9,779 SF - 1,460 SF OF DRIVEWAY = 8,319 SF)

ZONE: GR-1
OCCUPANCY GROUP: 2 TOWNHOMES
TYPE OF CONSTRUCTION: TYPE V-B
STORIES: 3 STORIES
MAXIMUM BUILDING HEIGHT: 34'-3 1/2' (unit 2, lot 1a)

ZONING: CITY
NATIONAL WETLANDS INVENTORY: NO
MOUNTAIN OVERLAY DISTRICT: NO
PARCEL DETERMINATION: NO

LOT 1A SQUARE FOOTAGE SUMMARY

1st LEVEL	1,385 SF
2nd LEVEL	1,375 SF
3rd LEVEL	941 SF
TOTAL	3,701 SF

BUILDING COVERAGE / OPEN SPACE
1,420 SF / 8,319 SF = 17.06%
X2 BUILDINGS = 34.12% TOTAL

CONTACTS DIRECTORY

OWNERS:
SCOTT EDWARDS
13019 NAOMILAWN DR SW
LAKEWOOD, WA 98498

ARCHITECT:
TRW ARCHITECTURE CHTD.
TOM WILLIAMS
515 EAST PARKWAY CT.
BOISE, ID 83706
208.371.9298
trw@trwarchitecture.com

CONTRACTOR:
CHOCOLATE GULCH BUILDERS, LLC
ROGER GODFREY
214 CHOCOLATE GULCH ROAD
KETCHUM, ID 83340
208.720.0936
200birdreg@gmail.com

LANDSCAPE ARCHITECT:
TTKLA KING
TERRY KING
6122 MOONFIRE WAY
BOISE, ID 83701
208.721.3730
terry@ttkla.com

STRUCTURAL ENGINEER:
FROST STRUCTURAL ENGINEERING
MARKELL BATEMAN, P.E.
1020 E LINCOLN ROAD
IDAHO FALLS, ID 83401
208.227.8406
contact@frost-structural.com

SHEET INDEX

ARCHITECTURAL PROJECT DATA		LANDSCAPE	
A0.0	TITLE SHEET	L-1.1	GRADING PLAN
C1	GRADING & DRAINAGE PLAN	L-1.2	LANDSCAPE PLAN
C2	UTILITY PLAN	L-1.3	DETAILS
C3	DETAILS	22 TOTAL SHEETS	
ARCHITECTURAL			
CM1.0	CONSTRUCTION MANAGEMENT PLAN		
A1.0	ARCHITECTURAL SITE PLAN		
A2.0	FLOOR PLANS		
A2.1	FLOOR PLANS		
A3.0	BUILDING SECTIONS + MECHANICAL VAULT PLANS & EXTERIOR ELEVATIONS		
A3.1	BUILDING SECTIONS		
A3.2	COMPOSITE BUILDING SECTIONS		
A4.0	EXTERIOR ELEVATIONS		
A4.1	EXTERIOR ELEVATIONS		
A4.2	COMPOSITE EXTERIOR ELEVATIONS		
A4.3	COMPOSITE EXTERIOR ELEVATIONS		
A5.0	PROJECT MATERIALS COLOR BOARD		
E2.0	ELECTRICAL PLANS		
E2.1	ELECTRICAL PLANS		
E2.2	PHOTOMETRIC PLAN		

SNOWBIRD TOWNHOMES
LOT 1A
 220 BIRD DRIVE
 LOTS 1 & 2, SNOWBIRD SUBDIVISION
 KETCHUM, IDAHO 83340

2021 17

Date: 04/01/2022
 Drawn By: RJS
 Checked By: TW

Revisions

△ Completeness Review & Department Comments

△

△

Keyplan

A0.0
Title Sheet

TRW ARCHITECTURE CHTD. Planning

515 EAST PARKWAY CT.
Boise, Idaho 83706
trw@trwarchitecture.com
208.371.9298
www.trwarchitecture.com

LICENSED ARCHITECT AR 1710
11-17-2021
THOMAS R. WILLIAMS
STATE OF IDAHO



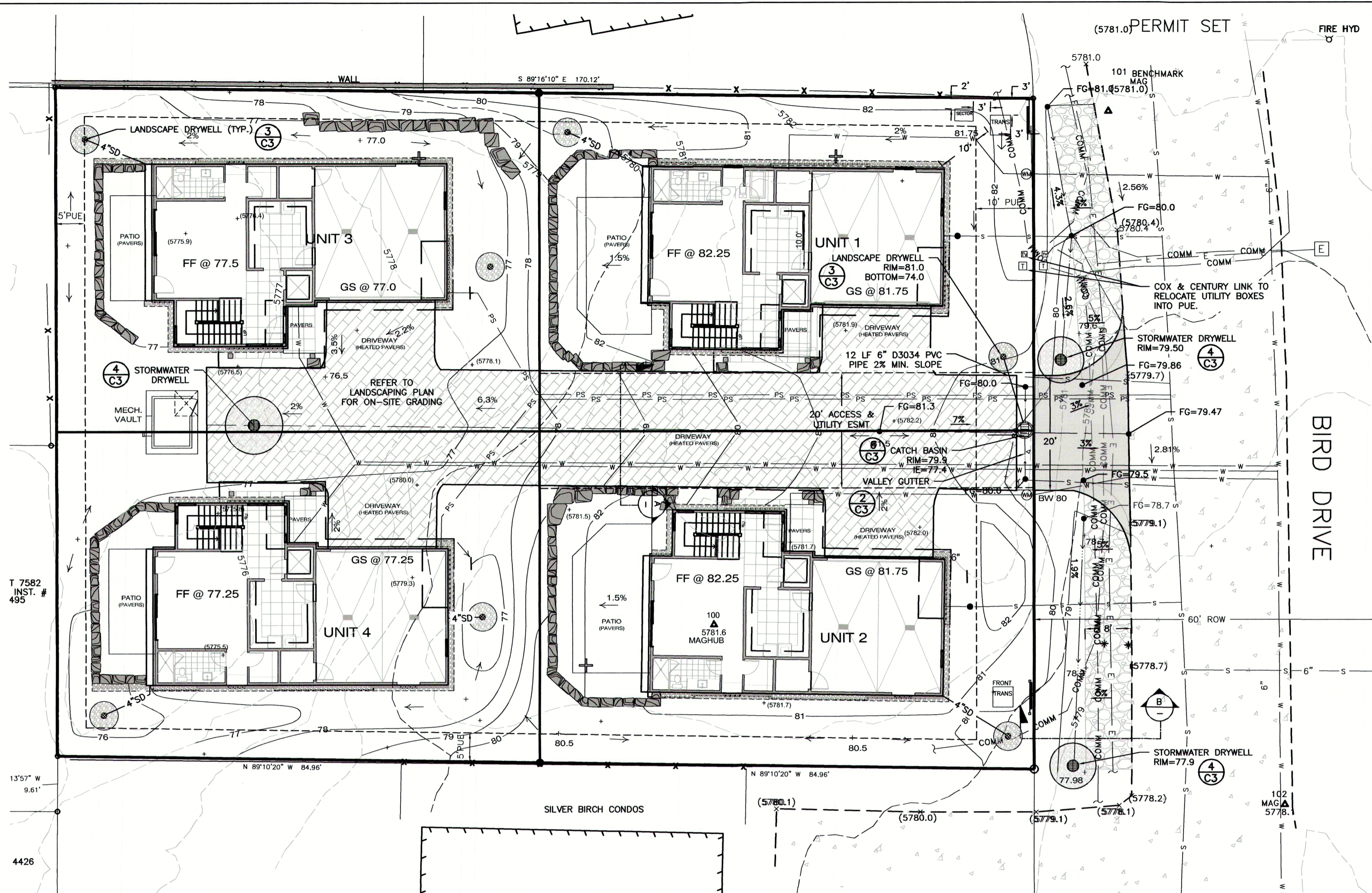
VICINITY MAP
NOT TO SCALE

GENERAL NOTES

- CONTRACTOR SHALL FIELD VERIFY LOCATION OF ALL EXISTING UTILITIES BEFORE COMMENCING CONSTRUCTION. ANY CONFLICT SHALL BE BROUGHT TO THE ATTENTION OF THE ENGINEER.
- CONTRACTOR SHALL NOTIFY DIGLINE (1-800-342-1585) AT LEAST 48 HOURS PRIOR TO BEGINNING CONSTRUCTION ACTIVITIES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ANY DAMAGE TO EXISTING UTILITIES ENCOUNTERED DURING CONSTRUCTION.
- CONTRACTOR SHALL BE RESPONSIBLE FOR DUST CONTROL DURING THE CONSTRUCTION OF ALL ITEMS HEREON. DUST CONTROL SHALL BE CONTINUOUS DURING CONSTRUCTION, 24 HOURS PER DAY 7 DAYS PER WEEK.
- CONTRACTOR SHALL ASSURE POSITIVE DRAINAGE AWAY FROM THE HOUSE.
- ALL WORK WITHIN THE CITY RIGHT OF WAY SHALL CONFORM TO CITY OF KETCHUM STANDARDS.

LEGEND

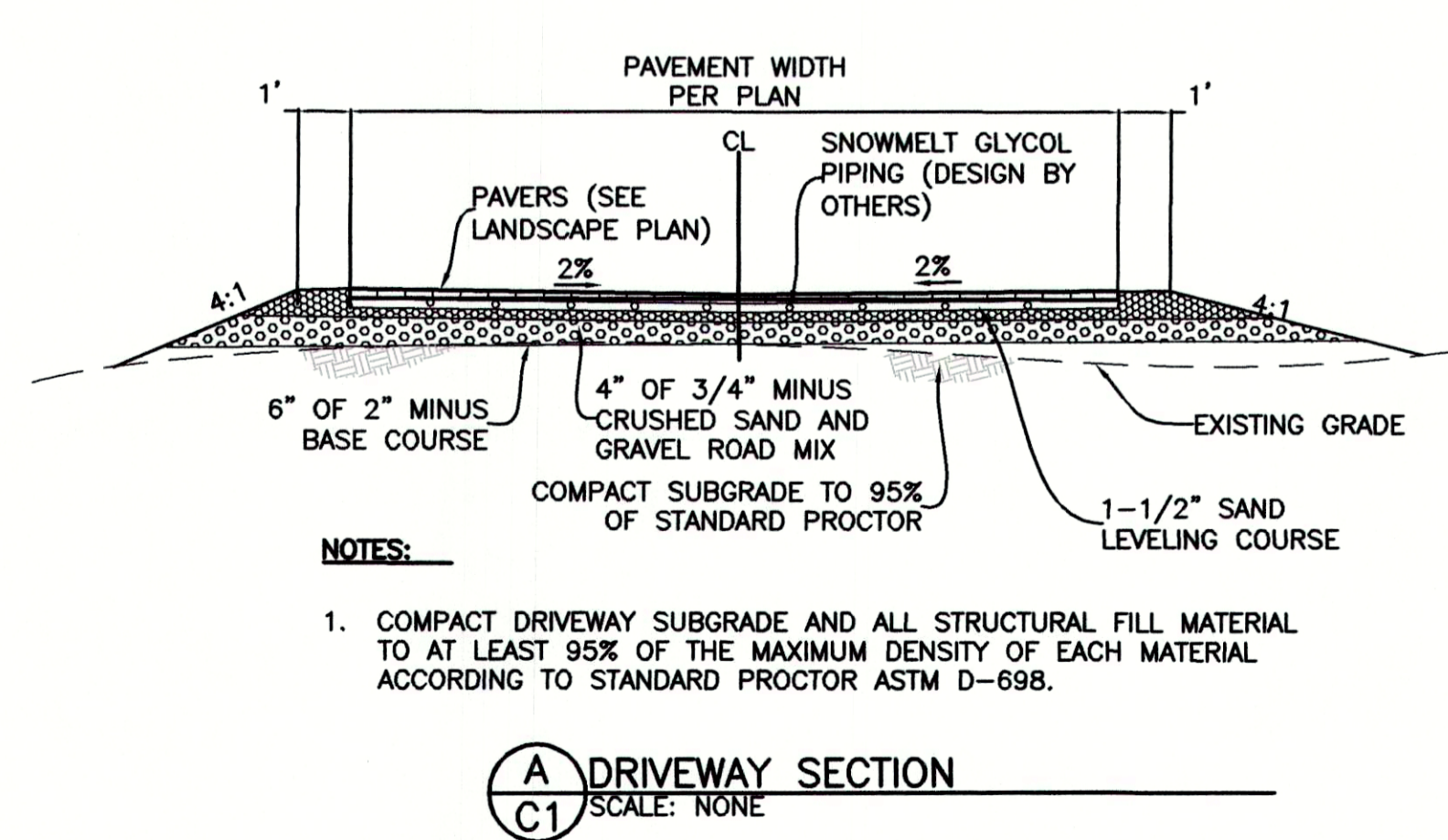
	EXISTING	PROPOSED
PROPERTY LINE	---	---
ADJOINING PROPERTY LINE	---	---
CENTERLINE	---	---
FENCE	---	---
SEWER	S	S
PRESSURE SEWER	PS	PS
SEWER MANHOLE	○	○
SEWER CLEANOUT	○	○
WATER	W	W
WATER METER	○	○
GAS	G	G
POWER	E	E
OVERHEAD POWER	OHP	OHP
TELEPHONE	---	---
CABLE TV LINE	TV	TV
CONTOUR	---	---
SAWCUT LINE	---	---
FLOW LINE	---	---
LANDSCAPE DRYWELL	○	○
DRIVEWAY DRYWELL	○	○
STORM DRAIN PIPE	4"SD	4"SD
DOWN SPOUT	DS	DS
ASPHALT PAVEMENT	---	---
PAVERS	---	---
GRAVEL	---	---
FG	---	---
EG	---	---
GB	---	---



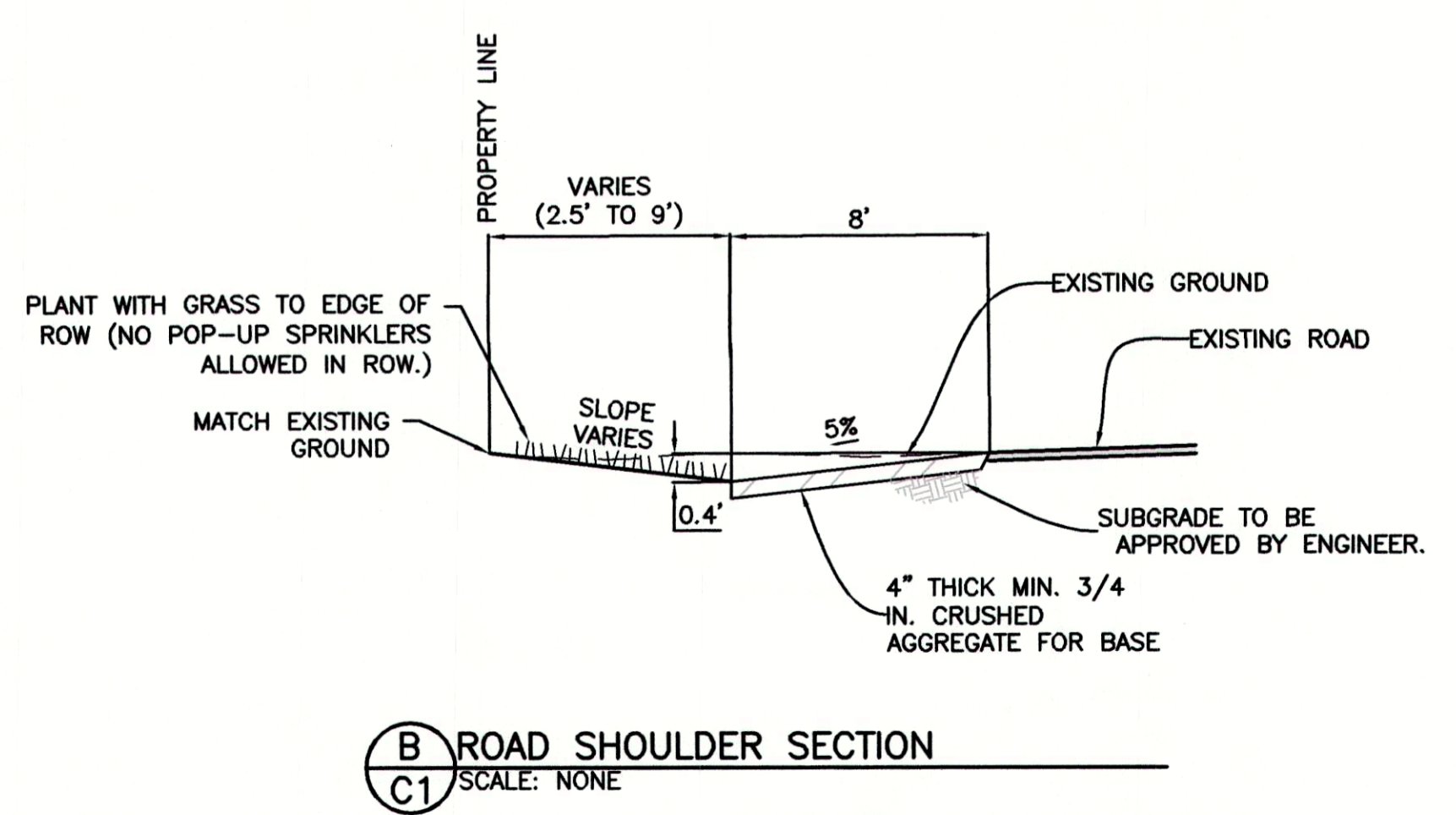
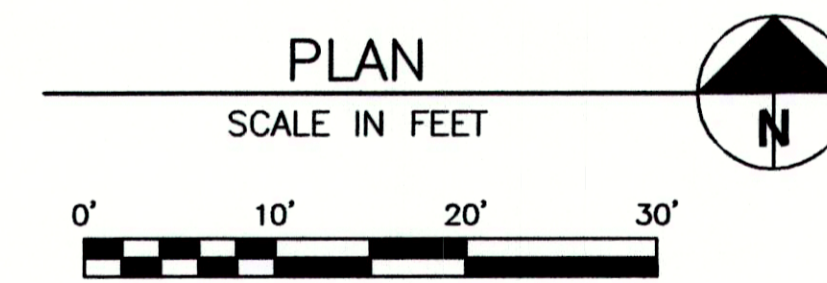
T 7582
INST. #
495

13'57" W
9.61'

4426



(A) DRIVEWAY SECTION
SCALE: NONE



(B) ROAD SHOULDER SECTION
SCALE: NONE



NO.	DESCRIPTION	DATE	BY



PREPARED BY:
BENCHMARK ASSOCIATES, P.A.
P.O. BOX 733 100 BELL DRIVE
KETCHUM, IDAHO 83340
(208) 726-9512
FAX 726-9514
WEB: WWW.BMASB.COM
MAIL: WWW.BMASB.COM

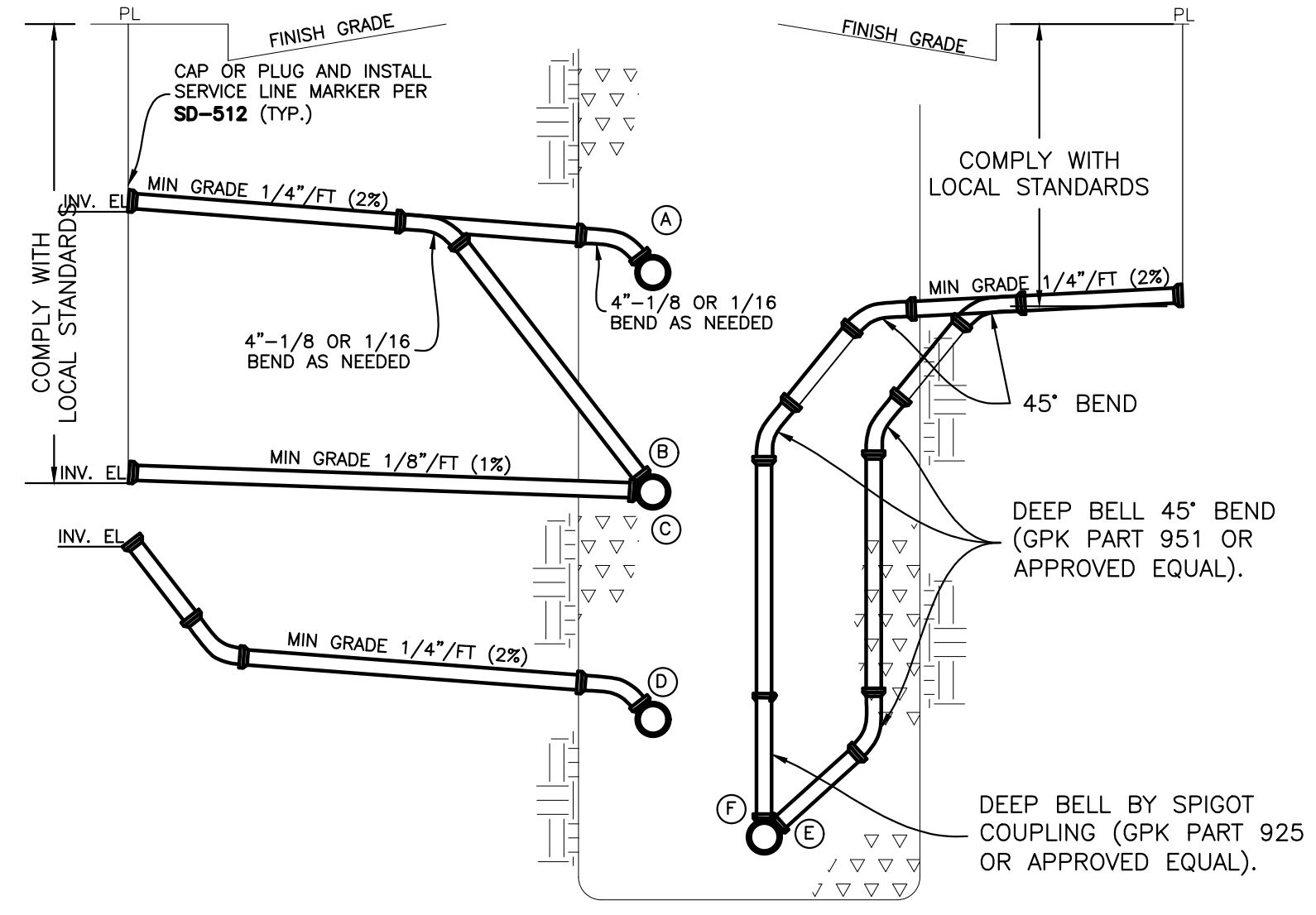
GRADING & DRAINAGE PLAN
SNOWBIRD TOWNHOMES
T4N, R17E, SEC 13, B.M., CITY OF KETCHUM, IDAHO
PREPARED FOR: SCOTT J. EDWARDS

DRAWN BY: PLJ
DESIGNED BY: PLJ
CHECKED BY: GLM
DATE: 3/21/22
PROJECT NO.: 21070

DRAWING NO.

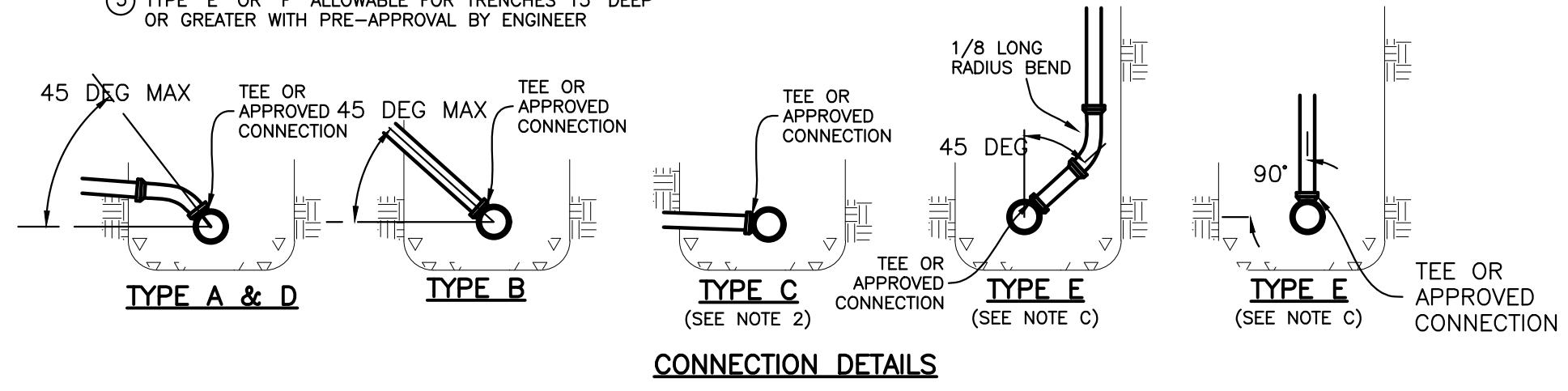
C1

PROFESSIONAL ENGINEER
 IDAHO
 SCOTT J. EDWARDS
 17661
 STATE OF IDAHO
 PRISCILLA JOHANNESSEN
 6/25/21

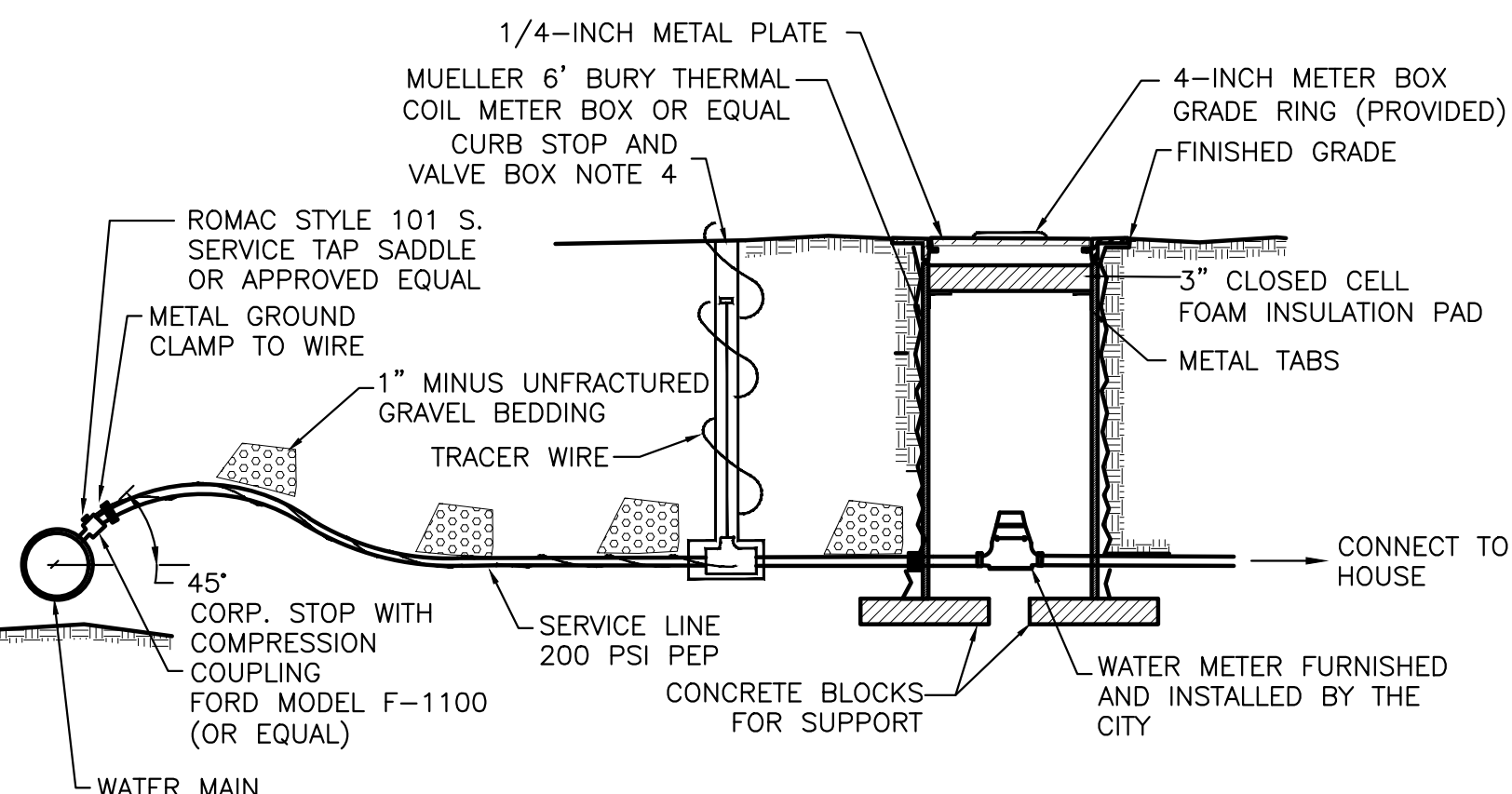


NOTES

- ALL SERVICE LINES TO BE 4" INSIDE DIAMETER UNLESS OTHERWISE NOTED.
- TYPE "C" CONNECTION WILL ONLY BE ALLOWED IF SHOWN ON THE PLANS OR OTHERWISE APPROVED BY THE ENGINEER.
- TYPE "E" OR "F" ALLOWABLE FOR TRENCHES 15" DEEP OR GREATER WITH PRE-APPROVAL BY ENGINEER.



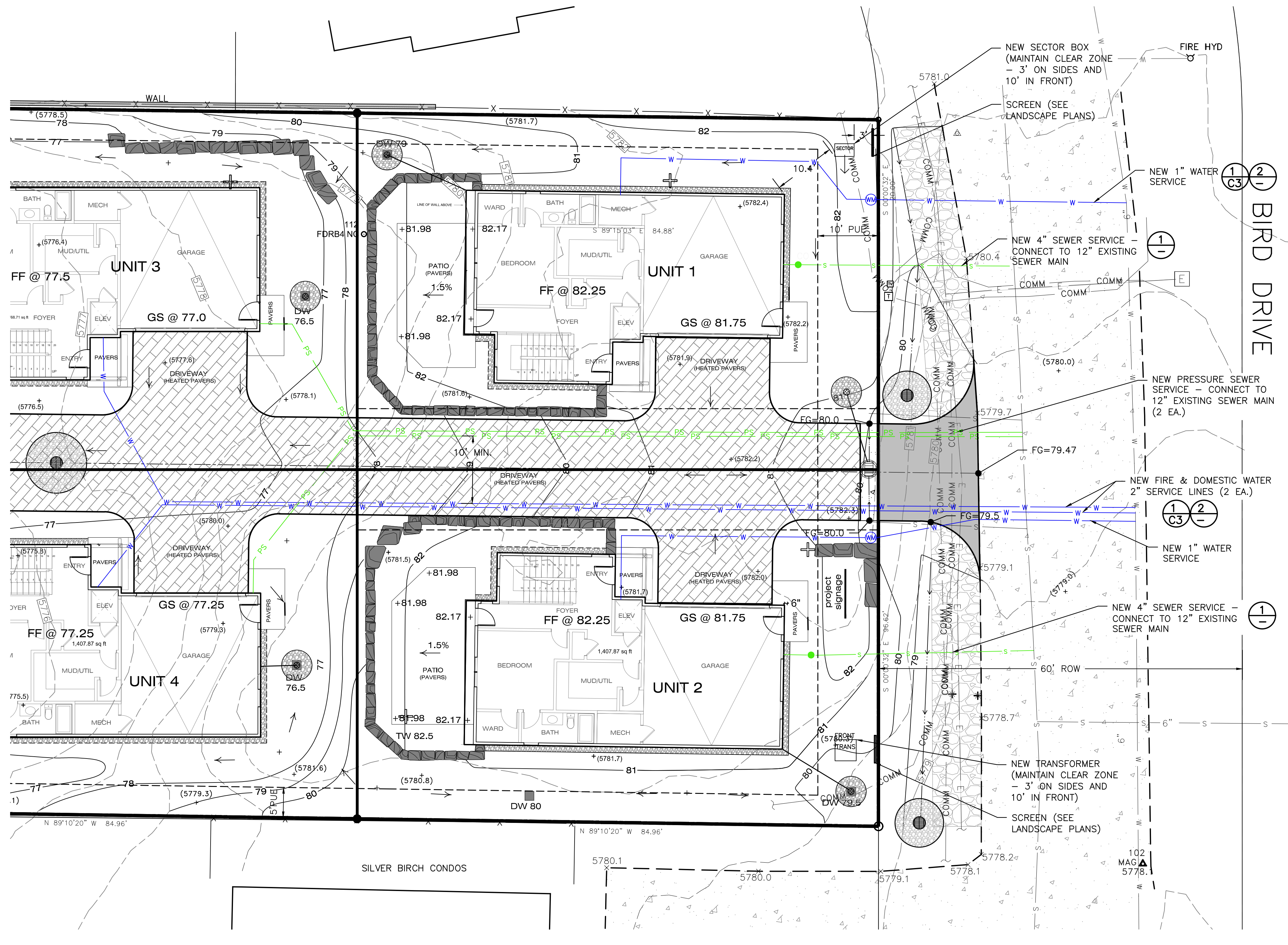
1 STANDARD SEWER SERVICE LINES
 SCALE: NONE



NOTES

- WATER SERVICE LINE SHALL HAVE A 6" MIN. BURY DEPTH
- SERVICE LINE SHALL BE 1" DIAMETER POLYETHYLENE PIPE UNLESS OTHERWISE SPECIFIED.
- WATER SERVICE LINES SHALL BE BEDDED WITH 1" MINUS UNFRACTURED GRAVEL. BEDDING SHALL BE INSTALLED 4" UNDER THE PIPE AND 6" OVER THE PIPE.
- FORD MODEL B-111 RESILIENT SEAT, CURB BALL VALVE (OR EQUAL), FORD EXTENSION CURB BOX WITH ARCHED BASE, 1-INCH UPPER SECTION, AND 2 HOLE "ERIE" PATTERN LID.

2 WATER SERVICE AND METER CONNECTION
 SCALE: N.T.S.



REVISIONS	DESCRIPTION	DATE	BY
No. 1			



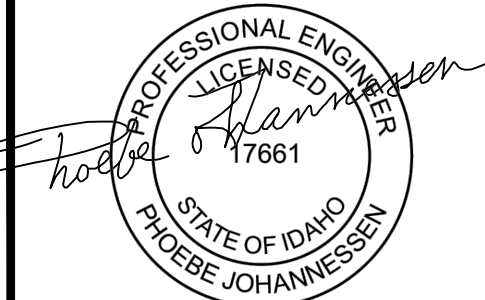
PREPARED BY:
 BENCHMARK ASSOCIATES, P.A.
 P.O. BOX 733 100 BELL DRIVE
 KETCHUM, IDAHO 83340
 (208) 726-9512
 FAX 726-9514
 WEB: WWW.BMASB.COM
 MAIL: WWW.BMASB.COM

UTILITY PLAN
 SNOWBIRD TOWNHOMES
 T4N, R17E, SEC 13, B.M., CITY OF KETCHUM, IDAHO
 PREPARED FOR: SCOTT J. EDWARDS

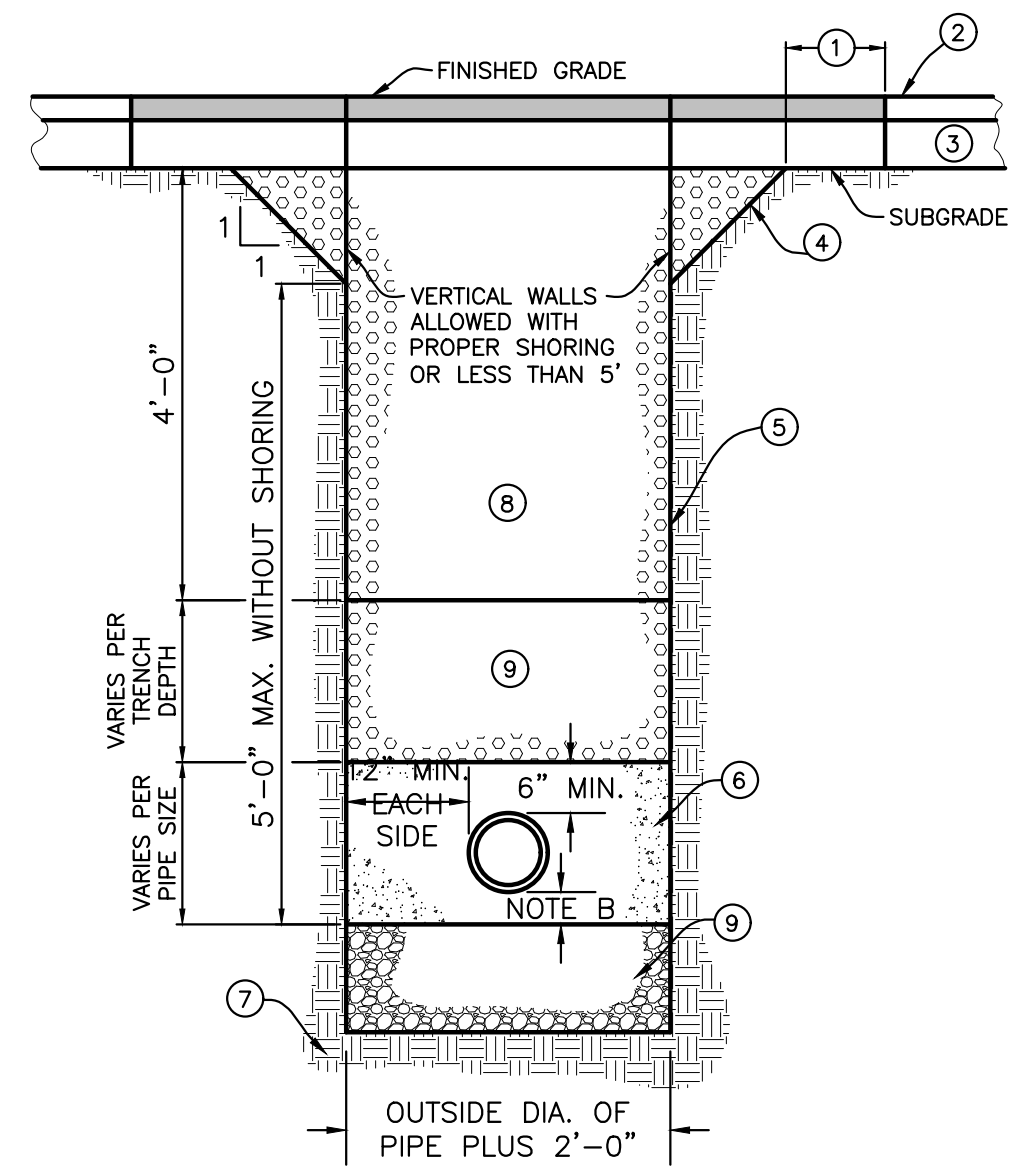
DRAWN BY: PLJ
 DESIGNED BY: PLJ
 CHECKED BY: GLM
 DATE: 6/25/21
 PROJECT NO.: 21070

DRAWING NO.

C2



6/25/21



LEGEND

① 6" MIN. REQUIRED BOTH SIDES & SHALL BE SAWCUT.
 ② EXISTING SURFACE. (REPAIR ASPHALT TO MATCH EXISTING. (3" MINIMUM COMPACTED)
 ③ EXISTING BASE.
 ④ TRENCH BACK SLOPE
 ⑤ VERTICAL TRENCH WALLS, SHORING PER O.S.H.A.
 ⑥ PIPE BEDDING PER ISPMC SECTION-305 (SEE SD-302).
 ⑦ UNDISTURBED SOIL
 ⑧ LEAN CONCRETE
 ⑨ LOWER COMPACTION ZONE

NOTES

A TRENCH EXCAVATION PER ISPMC SECTION-301.
 B BACKFILL AND COMPACTION PER ISPMC SECTION-306.

DESCRIPTION AND CONSTRUCTION REQUIREMENTS:

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

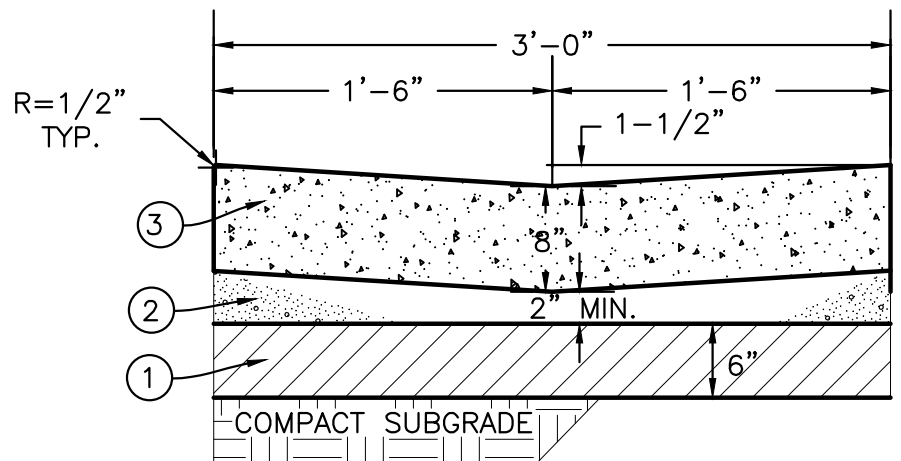
COARSE AGGREGATE (3/4" MINUS)	2,600 LBS
SAND	800 LBS
PORTLAND CEMENT	94 LBS
WATER	11 GAL. (MAX.)

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

NO COMPACTION, VIBRATION OR FINISHING IS REQUIRED. THE LEAN CONCRETE MIX SHALL BE STRUCK OFF AT OR BELOW THE ELEVATION OF THE PLANT MIX SURFACING WITH A SQUARE-NOSE SHOVEL OR SIMILAR HAND TOOL. THE BACKFILL MIX SHALL BE ALLOWED TO SET FOR A MINIMUM OF 2 HOURS BEFORE THE PERMANENT PLANT MIX SURFACING IS PLACED TO COMPLETE THE TRENCH REPAIR.

TEMPORARY PLACEMENT OF ASPHALT COLD MIX SURFACING MAY BE NECESSARY TO ACCOMMODATE TRAFFIC WITHIN THE FIRST 2 HOURS OF BACKFILL PLACEMENT PRIOR TO COMPLETING THE PERMANENT REPAIR.

1 TRENCH REPAIR IN CITY STREET
 C2 SCALE: NONE



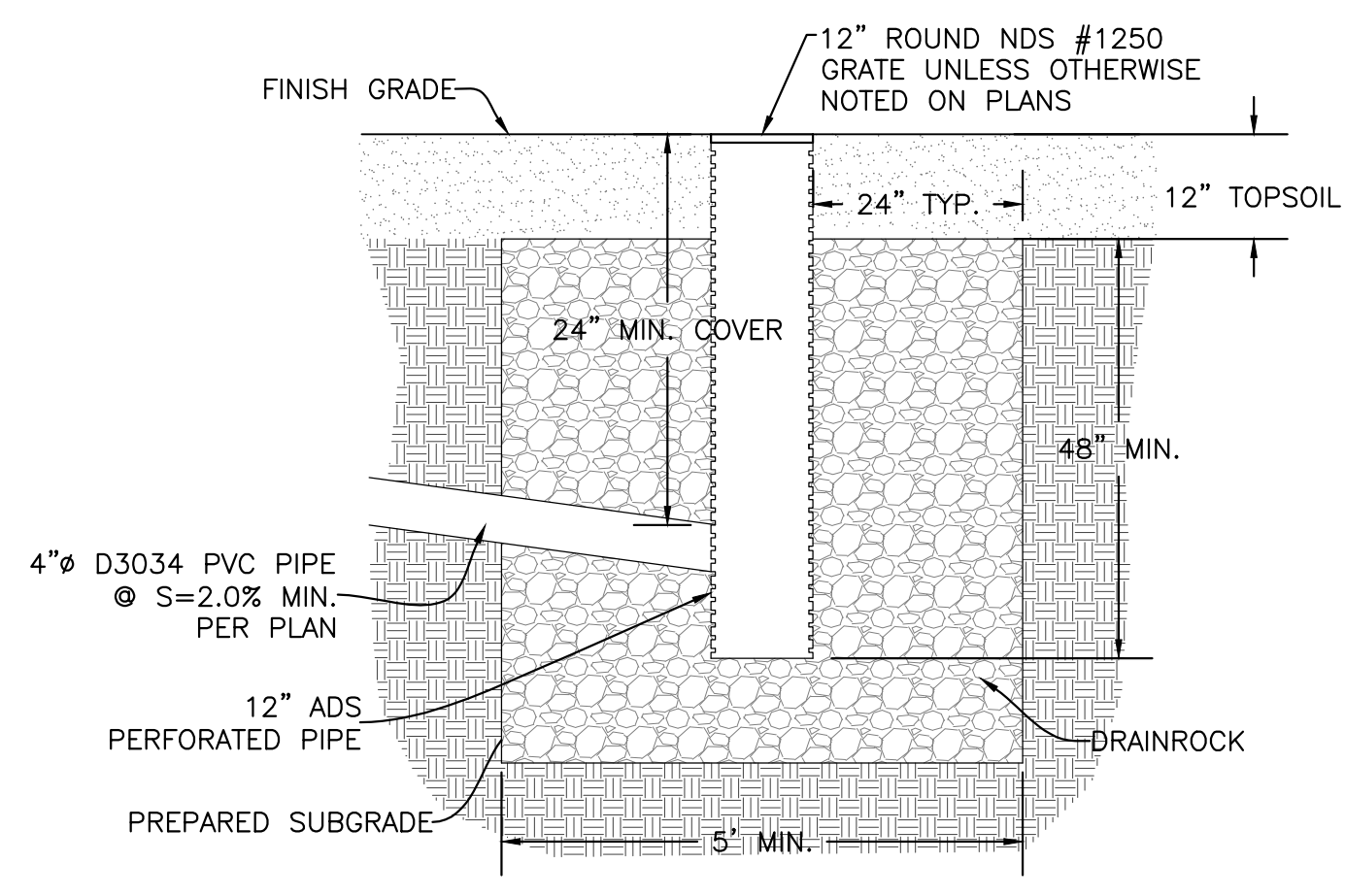
LEGEND

① 2" TYPE II SUBBASE
 ② 3/4" TYPE 1 AGGREGATE BASE
 ③ CONCRETE

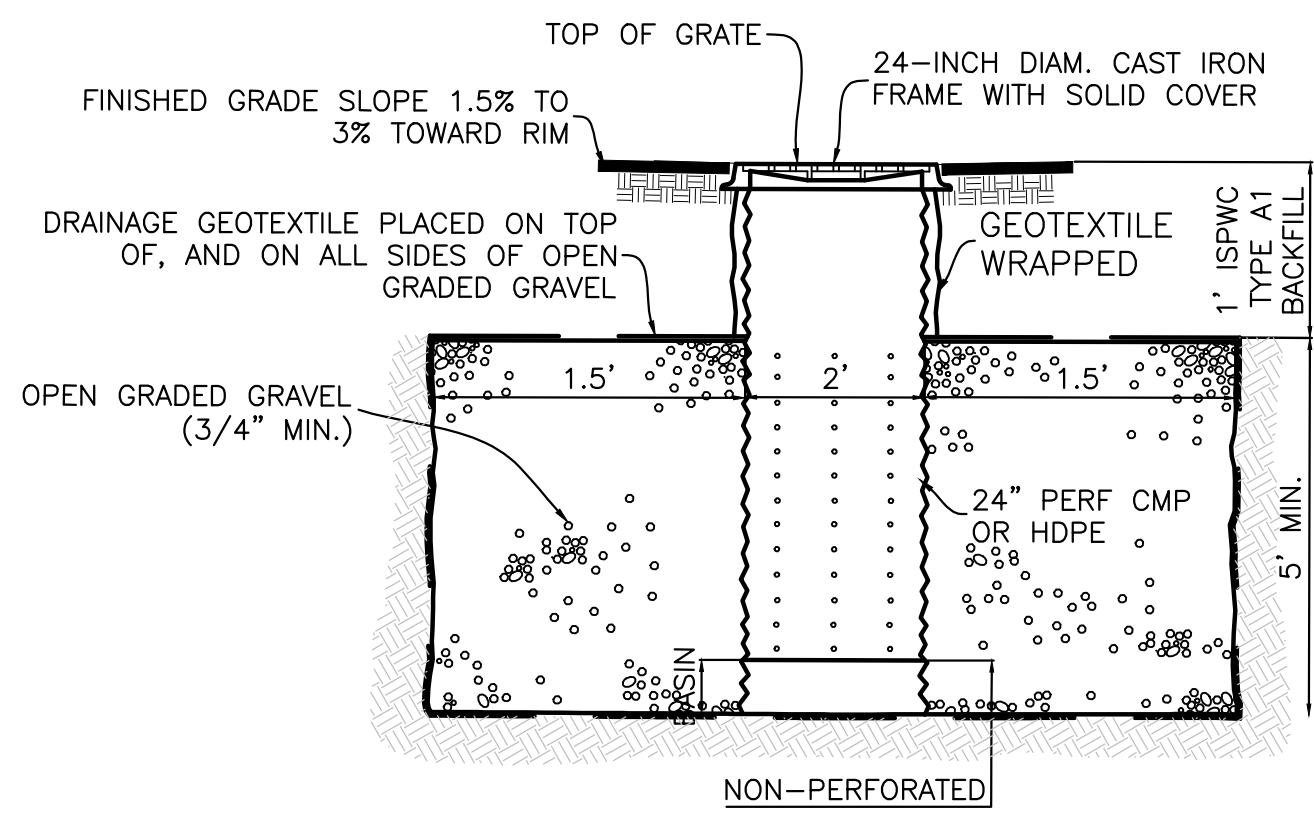
NOTES:

A GRADE OF GUTTER MINIMUM 0.5%.
 B 1/2-INCH PREFORMED EXPANSION JOINT MATERIAL (AASHTO M 213. AT TERMINAL POINTS OF RADII.
 C SCORE INTERVALS - 10' MAXIMUM SPACING.
 D MATERIALS SHALL CONFORM WITH CURRENT ISPMC STANDARDS, DIVISION 800 AGGREGATES AND ASPHALT.

2 36" CONCRETE VALLEY GUTTER
 C1 SCALE: N.T.S.



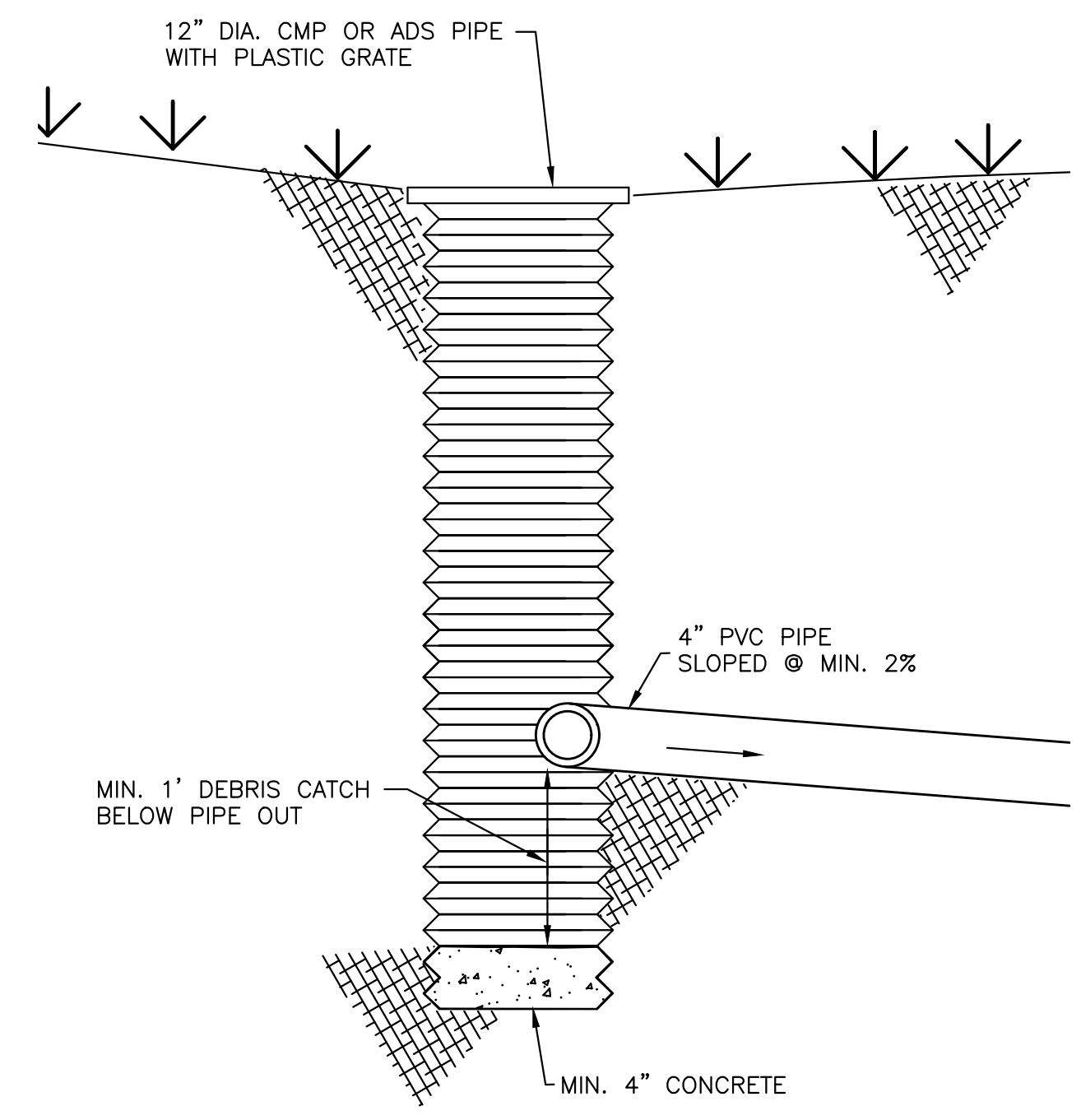
3 LANDSCAPE DRYWELL
 C1 SCALE: N.T.S.



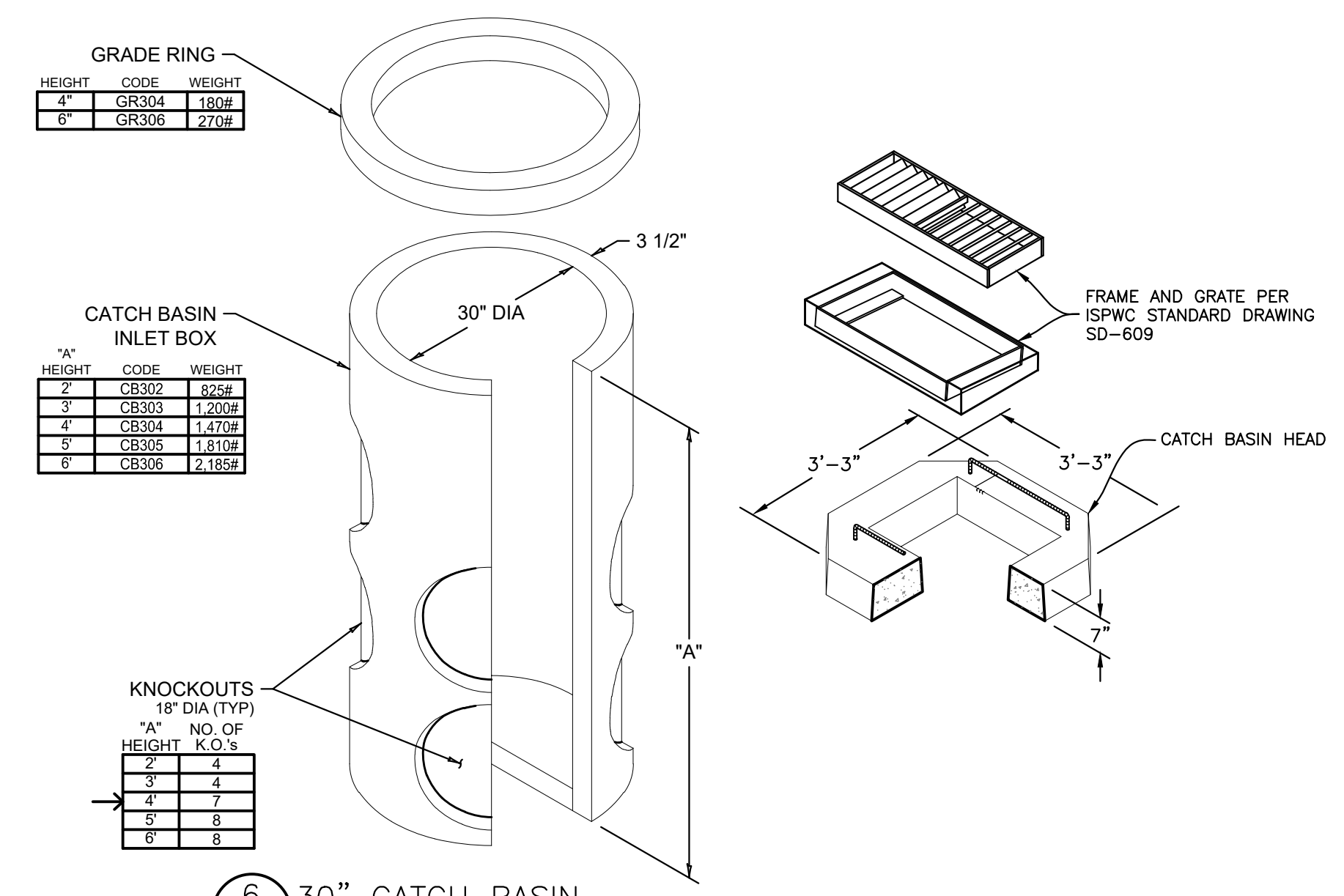
NOTES:

① ALL PRODUCTS AS NOTED OR APPROVED SUBSTITUTION.

4 DRIVEWAY DRYWELL DETAIL
 C1 SCALE: NONE



5 12" CATCH BASIN
 C1 SCALE: NONE



6 30" CATCH BASIN
 C1 SCALE: N.T.S.

REVISIONS	DATE	BY
No. 1		



PREPARED BY:
 BENCHMARK ASSOCIATES, P.A.
 P.O. BOX 733 100 BELL DRIVE
 KETCHUM, IDAHO 83340
 (208) 726-9512
 FAX 726-9514
 WEB: WWW.BMA5B.COM
 MAIL: WWW.BMA5B.COM

DETAILS

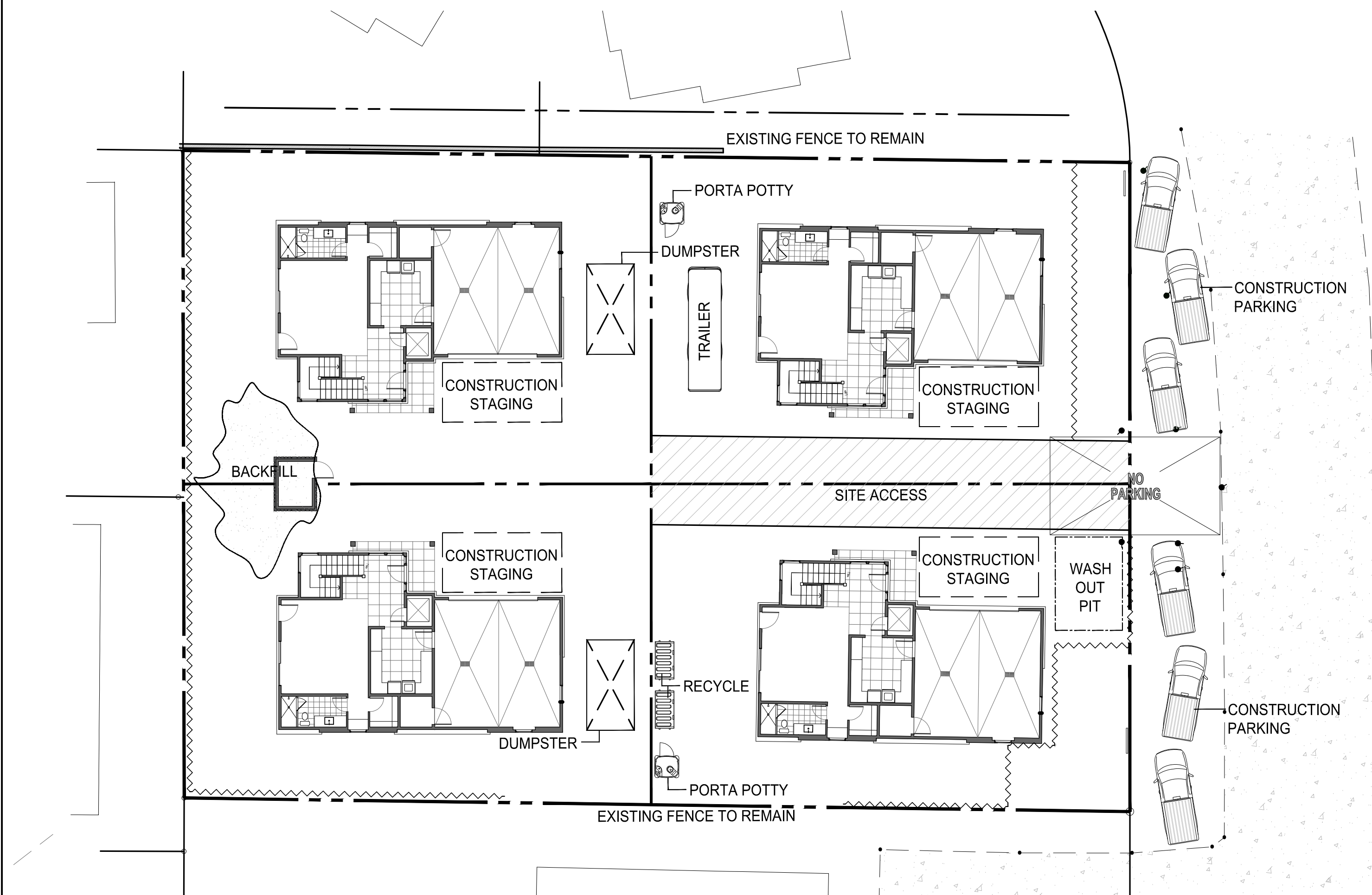
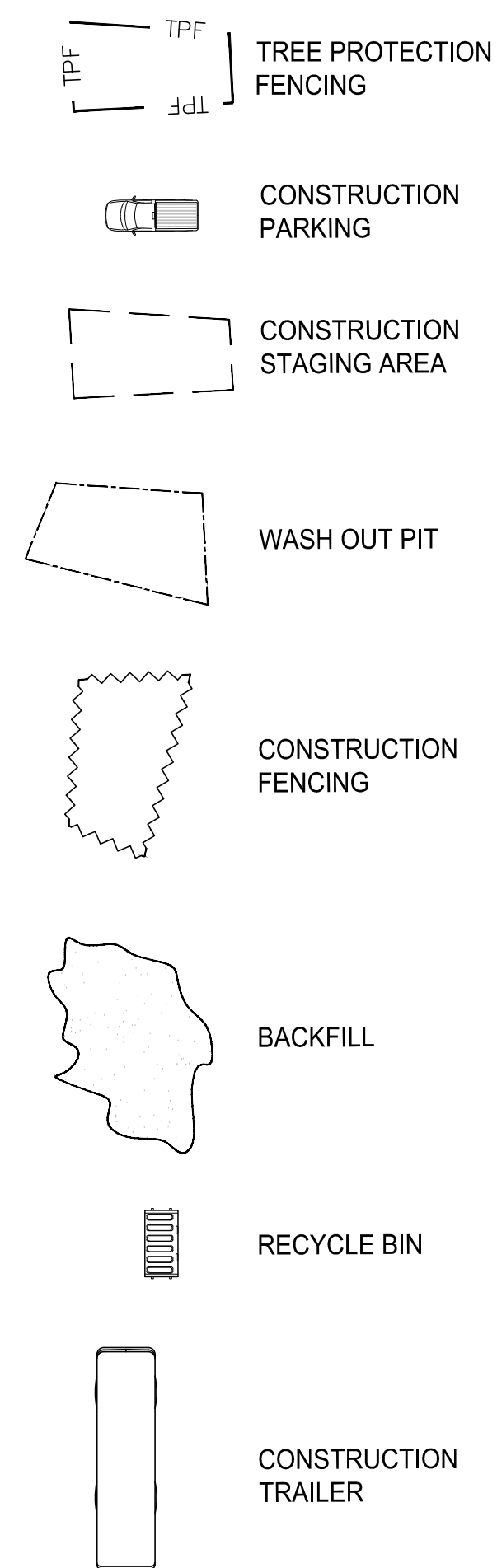
SNOWBIRD TOWNHOMES
 T4N, R17E, SEC 13, B.M., CITY OF KETCHUM, IDAHO
 PREPARED FOR: SCOTT J. EDWARDS

DRAWN BY: PLJ
 DESIGNED BY: PLJ
 CHECKED BY: GLM
 DATE: 6/25/2021
 PROJECT NO.: 21070

DRAWING NO.

C3

LEGEND



CONSTRUCTION STAGING PLAN

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

CONSTRUCTION STAGING NOTES

1. CONSTRUCTION ACCESS AS NOTED IN CONSTRUCTION STAGING PLAN.
2. PROPOSED ON-SITE CONSTRUCTION VEHICLE PARKING ALONG BIRD DRIVE.
3. ALL CONSTRUCTION ACTIVITIES SHALL BE WITHIN THE CONSTRUCTION LIMIT AREA SHOWN ON PLAN. OBTAIN EXPRESS WRITTEN APPROVAL FROM ARCHITECT FOR ANY WORK OUTSIDE THE LIMITS SHOWN. ALL MATERIALS, EQUIPMENT AND STOCKPILING SHALL BE WITHIN THE CONSTRUCTION LIMIT LINE. NO EXCEPTIONS.
4. STORAGE OF MATERIALS OR EQUIPMENT ON THE STREET IS STRICTLY PROHIBITED. STORE MATERIALS AND EQUIPMENT AWAY FROM TREE PROTECTION AREAS OR EROSION CONTROL MEASURES.
5. LOCATION OF PORTA-POTTY AND DUMPSTER PER PLANS.
6. PROVIDE AND INSTALL FENCING FOR TREE PROTECTION AS SHOWN ABOVE AND AS FURTHER REQUIRED BY THE TOWN OR ARCHITECT.
7. ADHERE TO KETCHUM CONSTRUCTION HOURS. FAILURE TO COMPLY WITH TOWN CONSTRUCTION HOURS MAY RESULT IN A STOP WORK NOTICE.
8. AT NO TIME SHALL THE STREET BE CLOSED OR BLOCKED. USE FLAG MEN WHEN DELIVERIES OR CONSTRUCTION RESTRICT ANY PORTION OF THE RIGHT OF WAY.
9. LIMIT ON-STREET VEHICLE PARKING TO ONE SIDE OF THE STREET ONLY. VEHICLES MAY NOT PARK ON BOTH SIDES OF THE STREET.
10. ALL PROTECTIVE FENCING SHALL BE MAINTAINED IN PLACE THROUGHOUT THE DURATION OF CONSTRUCTION.
11. NO DEMOLITION OR CONSTRUCTION MAY COMMENCE UNTIL ALL PROTECTIVE FENCING HAS BEEN INSTALLED.
12. MAINTAIN A CLEAN SITE AND CLEAN & CLEAR RIGHT-OF-WAY. CLEAN ANY DEBRIS OR DIRT FROM THE STREET IMMEDIATELY. MAINTAIN THE SITE IN AN ORDERLY FASHION PER THE APPROVAL OF THE ARCHITECT.
13. ESTABLISH TEMPORARY POWER FOR CONSTRUCTION FROM THE EXISTING SERVICE. LOCATE THE TEMPORARY PANEL IN A CONVENIENT LOCATION AS ACCEPTABLE TO THE ARCHITECT.

POLLUTION PREVENTION NOTES

1. PROTECT DOWN SLOPE DRAINAGE COURSE, STREAMS AND STORM DRAINS WITH ROCK BAGS, HAY BALES, TEMPORARY DRAINAGE SWALES, SILT FENCES, BERMS OR STORM DRAIN INLET FILTERS.
2. STRAW ROLLS SHALL BE INSTALLED PRIOR TO THE INCEPTION OF ANY WORK ON-SITE, AND SHALL REMAIN IN PLACE UNTIL THE LANDSCAPING GROUND COVER IS INSTALLED.
3. DRY SWEEPING METHODS SHALL BE USED TO REMOVE ANY DEBRIS AND/OR SOIL TRACKED ONTO BIRD DRIVE. DRY SWEEPING SHALL BE DONE AT THE END OF EACH WORK DAY AS NECESSARY.
4. THE CONTRACTOR SHALL FOLLOW AND USE BEST MANAGEMENT PRACTICES (BMP) FOR DISCHARGE INTO THE TOWN'S STORM WATER SYSTEM DURING SITE STRIPPING, HAULING, EARTH MOVING ACTIVITIES, HEAVY EQUIPMENT OPERATIONS AND GENERAL CONSTRUCTION. THOROUGHLY SUPERVISE THE WORK AT ALL TIMES TO INSURE NO PAINTING MATERIALS, SOLVENTS, ADHESIVES, LANDSCAPING MATERIALS OR OTHER SUCH MATERIALS WASH AWAY FROM THE SITE OR OTHERWISE ENTER THE FLOW OF STORM WATER RUNOFF.
5. STOCKPILED MATERIAL SHALL BE COVERED WITH POLY-EHTALENE SHEETING OR A TARPULIN UNTIL THE MATERIAL IS REMOVED FROM THE SITE. ANY REMAINING BARE SOIL THAT EXISTS AFTER THE STOCKPILE HAS BEEN REMOVED SHALL BE COVERED UNTIL A NATURAL GROUND COVER IS ESTABLISHED, OR IT MAY BE SEEDED OR PLANTED TO PROVIDE GROUND COVER PRIOR TO THE FALL RAINY SEASON.
6. DUST CONTROL SHALL BE DONE BY WATERING.
7. IF EROSION DEVELOPS IN A TEMPORARY EROSION PROTECTED AREA OR ANY ESTABLISHED VEGETATED AREA, THE CONTRACTOR SHALL IMMEDIATELY ALLEVIATE AND REMEDY THE PROBLEM AND TAKE PREVENTATIVE MEASURES TO MINIMIZE THE POSSIBILITY OF ITS RECURRENCE, AND ALSO TO PREVENT THE RESULTING FLOW OF SOILS OR WATER WITH SUSPENDED SOILS FROM GETTING INTO THE TOWN'S DRAINAGE SYSTEM OR ANY NATURAL DRAINAGE CHANNEL OR DITCH.
8. ALL DISTURBED SOILS SHALL BE "MATTED" AND SEEDED WITHIN TWO (2) WEEKS OF "FINAL DISTURBANCE".
9. STOCKPILE SHALL BE COVERED, PROTECTED W/ SANDBAGS & PROVIDED WITH ADDITIONAL PROTECTION AT THE BASE UNTIL AFTER APRIL 15. NO FILLING OR SPREADING OF MATERIAL CAN OCCUR UNTIL AFTER APRIL 15.

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208.371.9298
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LICENSED ARCHITECT
AR 1710
11-17-2021
THOMAS R. WILLIAMS
STATE OF IDAHO

SNOWBIRD TOWNHOMES
LOT 1A
220 BIRD DRIVE
LOTS 1 & 2, SNOWBIRD SUBDIVISION
KETCHUM, IDAHO 83340

2021 17	
Date:	03/15/2022
Drawn By:	RJS
Checked By:	TW
Revisions	
△	Completeness Review & Department Comments
△	
△	

CM1.0
Construction Management 84

FRENCHMANS TOWNHOMES
SUBLOT 7

FRENCHMANS TOWNHOMES
SUBLOT 8

LOT 2A TOWNHOMES SHOWN
FOR REFERENCE ONLY

BIRD
DRIVE

SNOWBIRD TOWNHOMES

LOT 1A

220 BIRD DRIVE
LOTS 1 & 2, SNOWBIRD SUBDIVISION
KETCHUM, IDAHO 83340

2021 17
Date: 03/15/2022
Drawn By: RJS
Checked By: TW

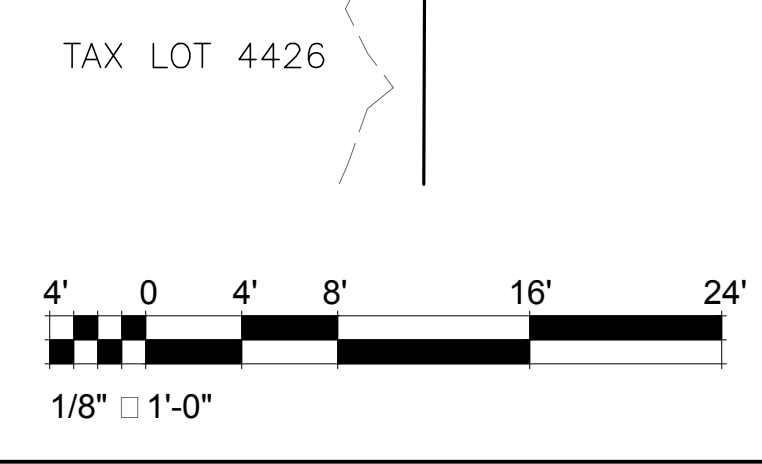
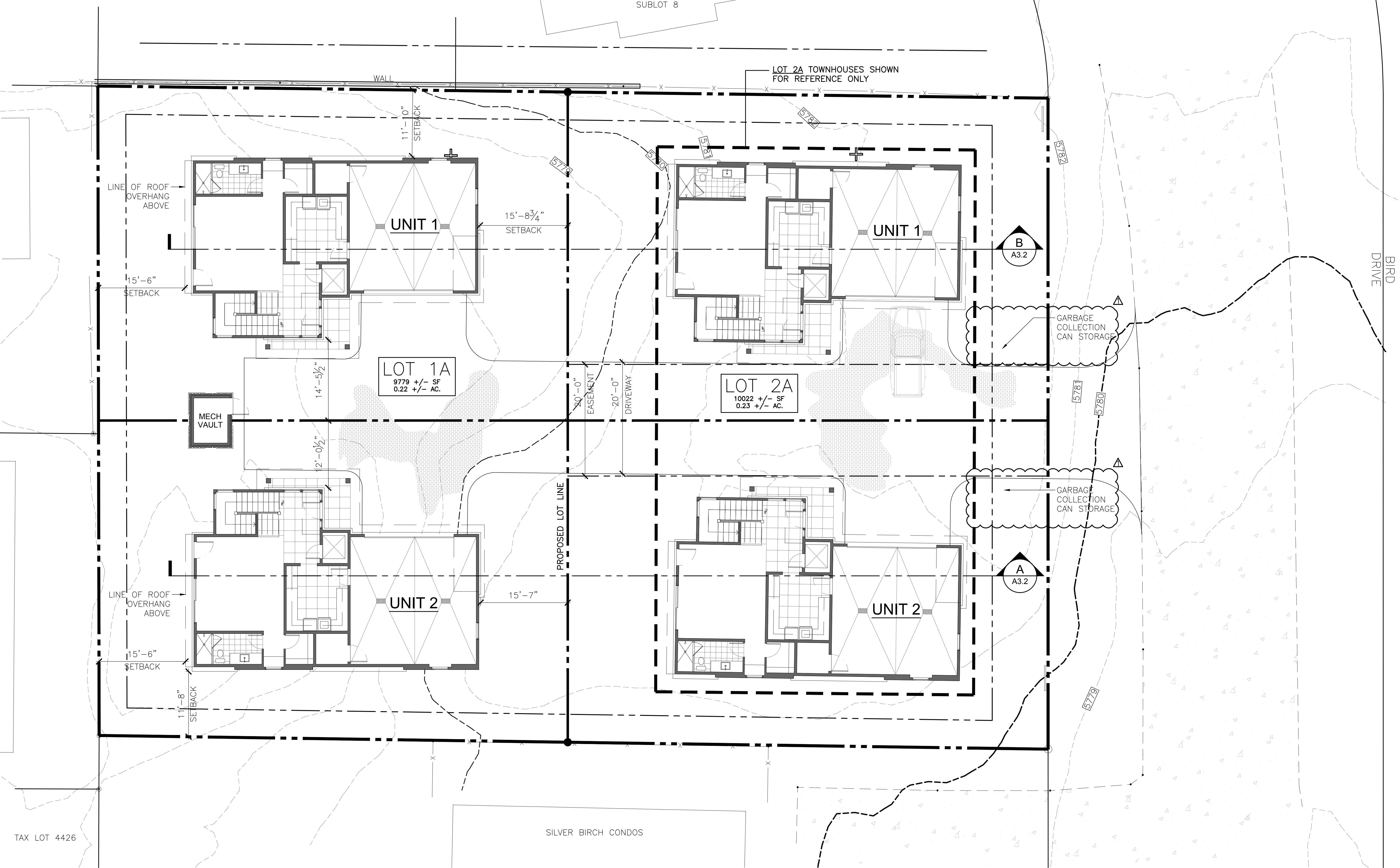
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▲	Completeness Review & Department Comments
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A1.0

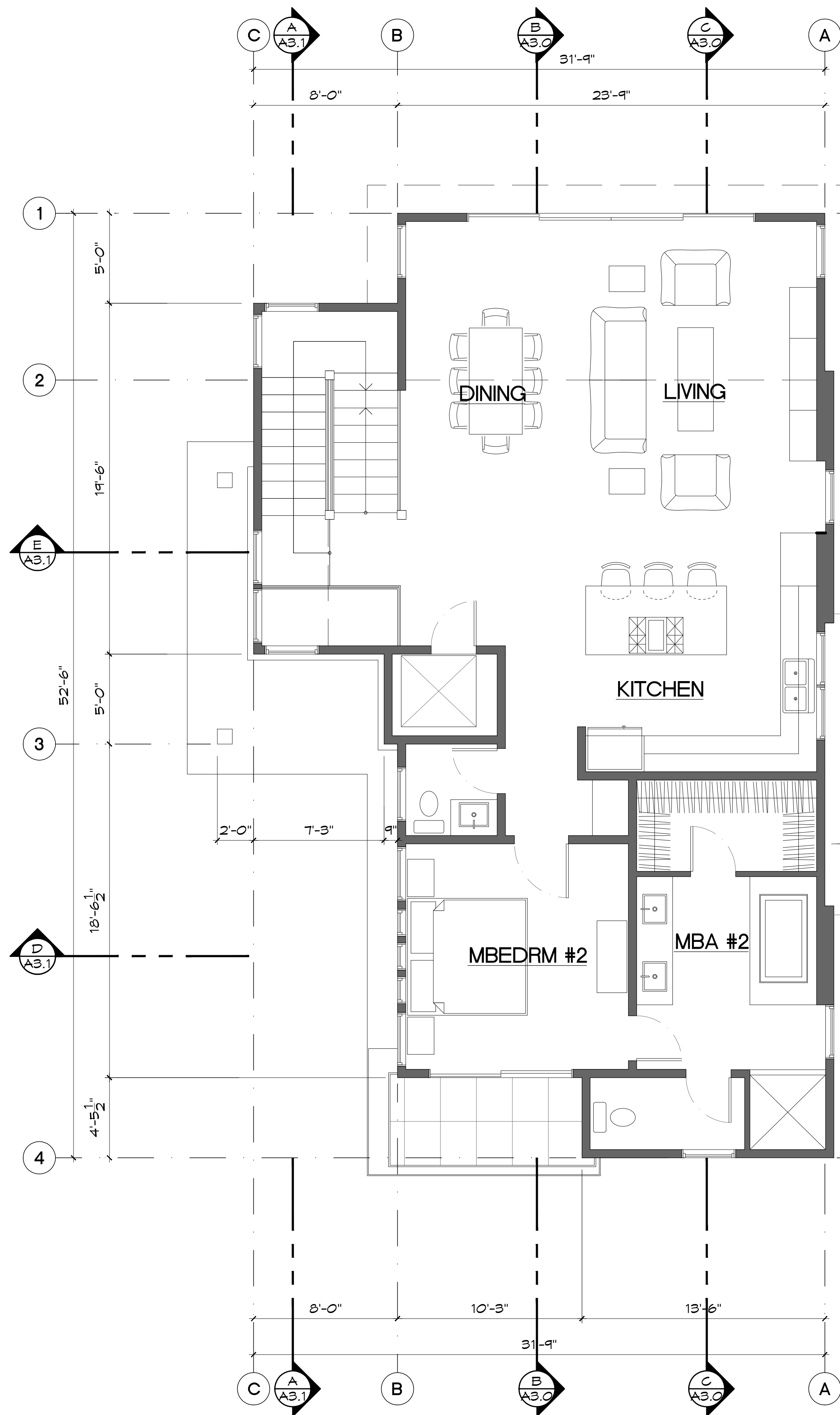
Architectural Site Plan 85

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LICENSED ARCHITECT
AR 1710
11-17-2021
THOMAS R. WILLIAMS
STATE OF IDAHO

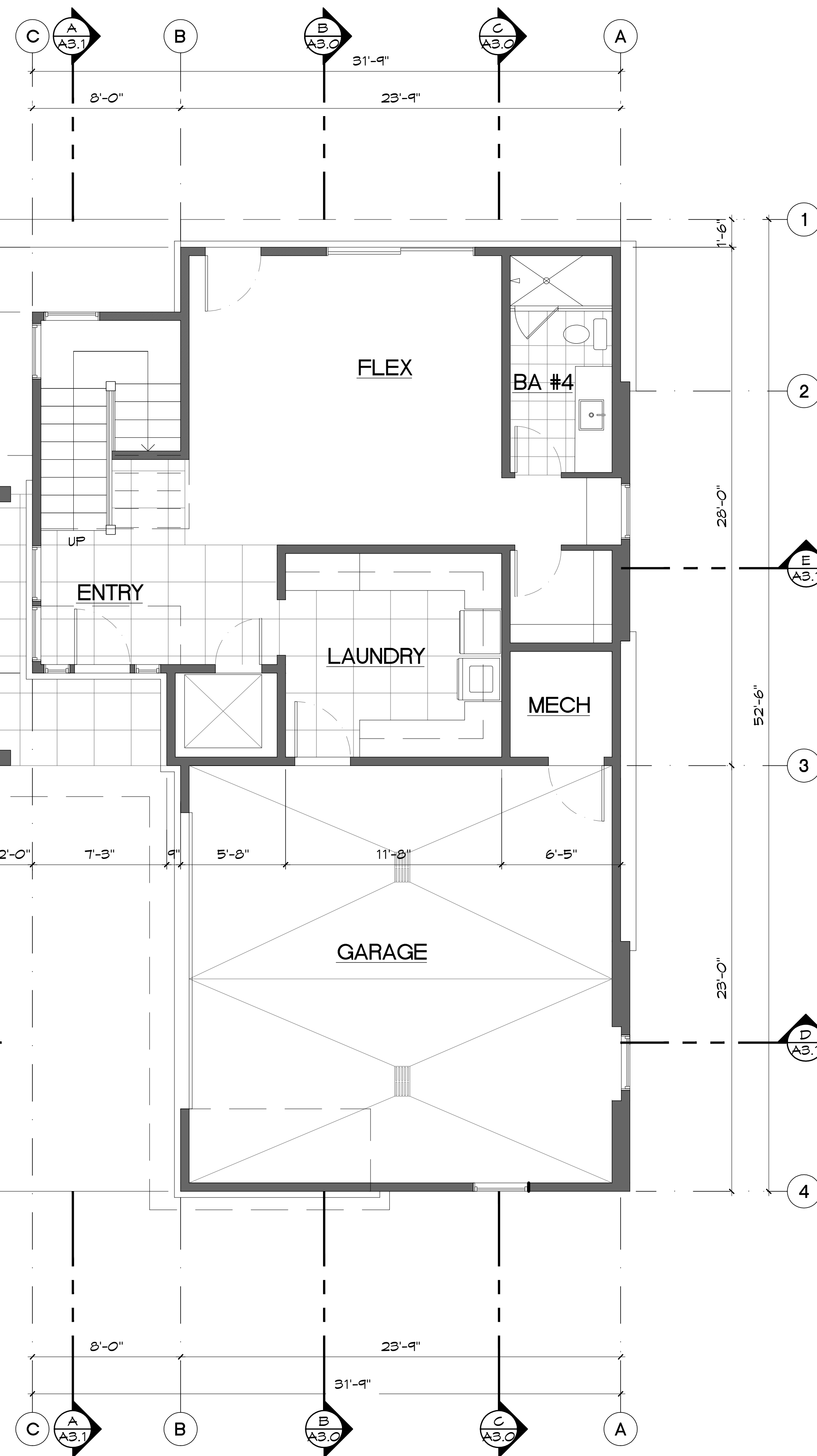


SILVER BIRD CONDOS



MAIN/SECOND FLOOR PLAN

SCALE 1/4" = 1'-0"



GROUND/FIRST FLOOR PLAN

SCALE 1/4" = 1'-0"

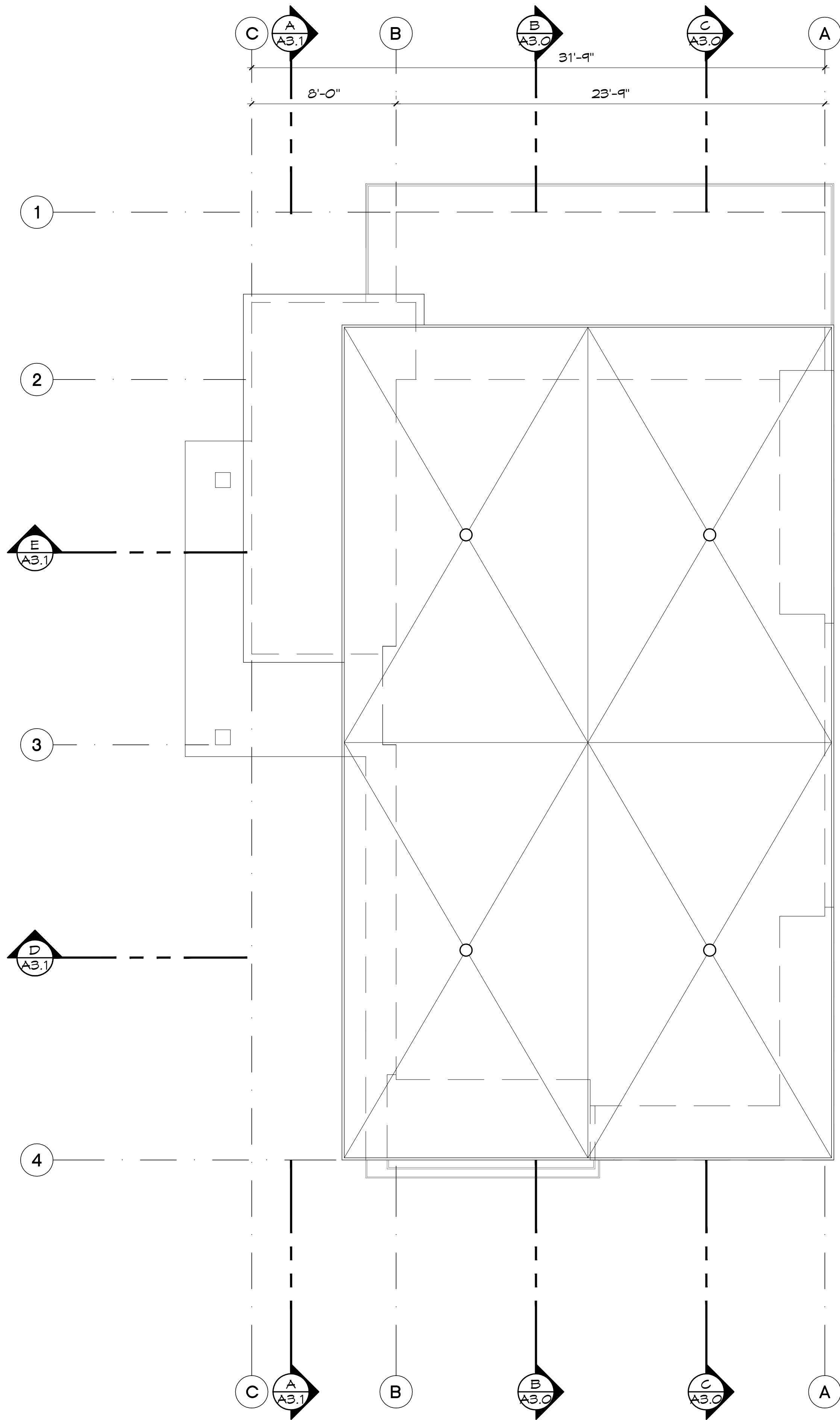
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 ARCHITECT AR 1710
 11-17-2021
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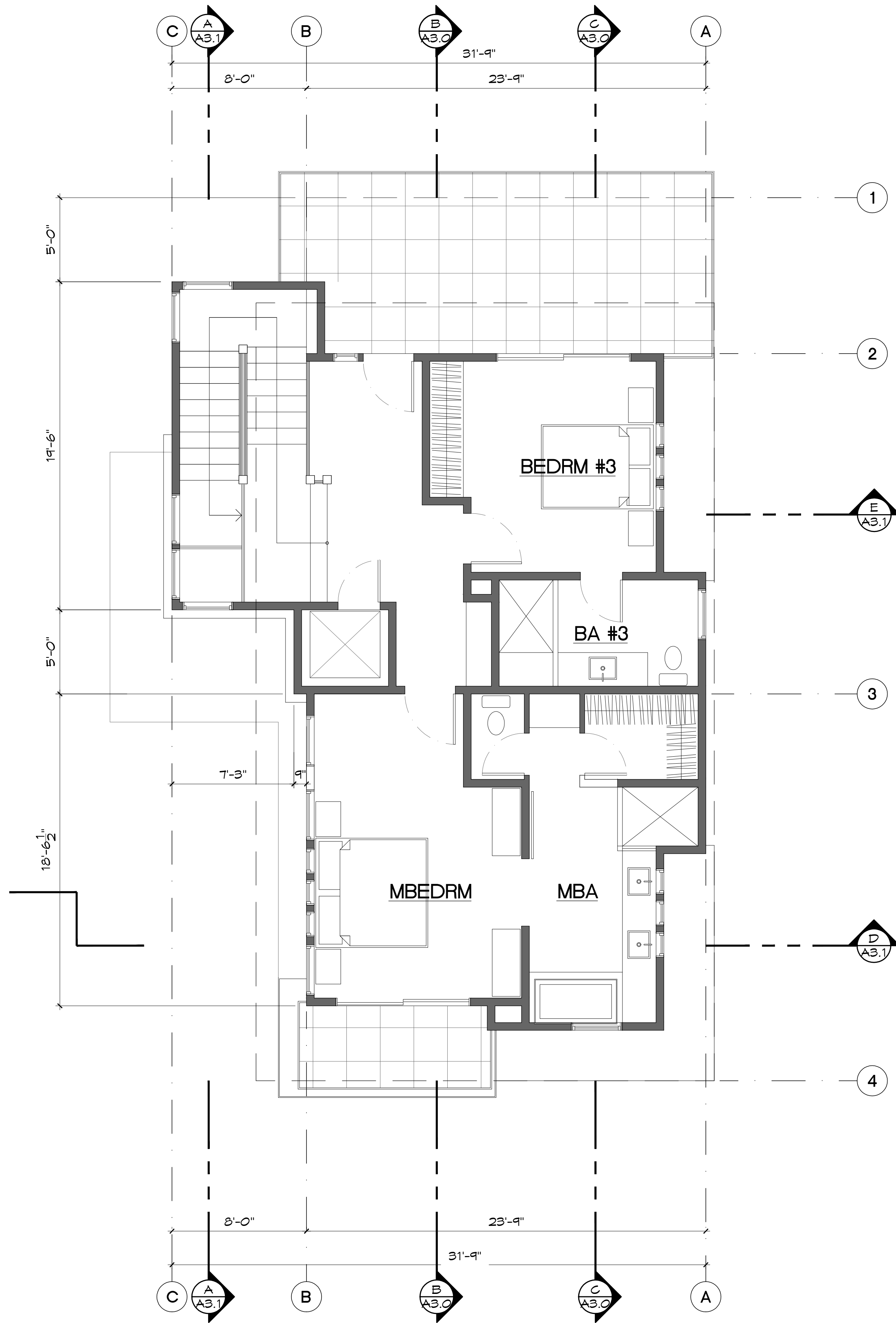
2021 17
Date: 03/15/2022
Drawn By: RJS
Checked By: TW
Revisions
△ Completeness Review & Department Comments
△
△

A2.0
 Floor Plans



ROOF PLAN

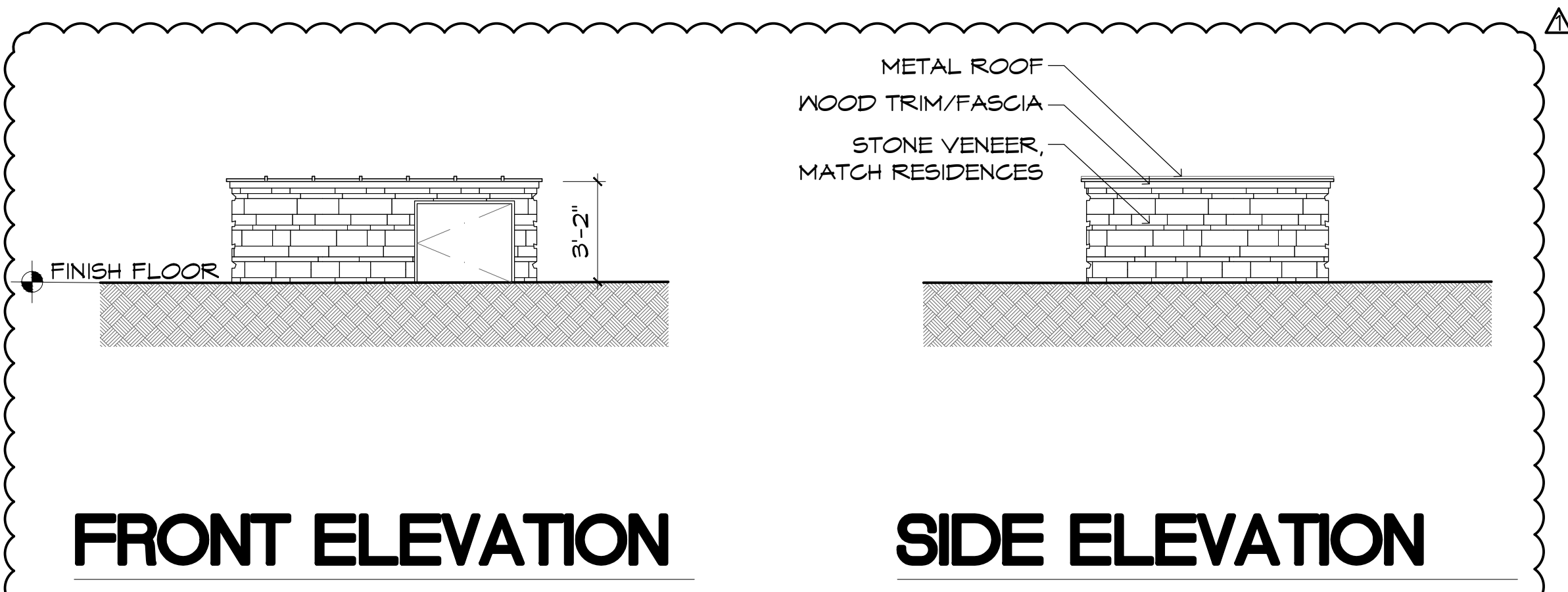
SCALE $\frac{1}{4}" = 1'-0"$



UPPER/THIRD FLOOR PLAN

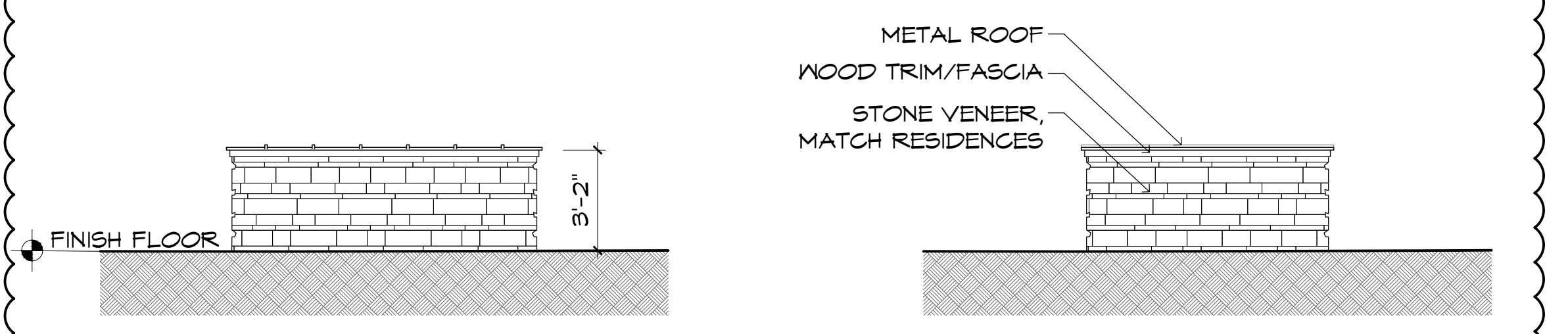
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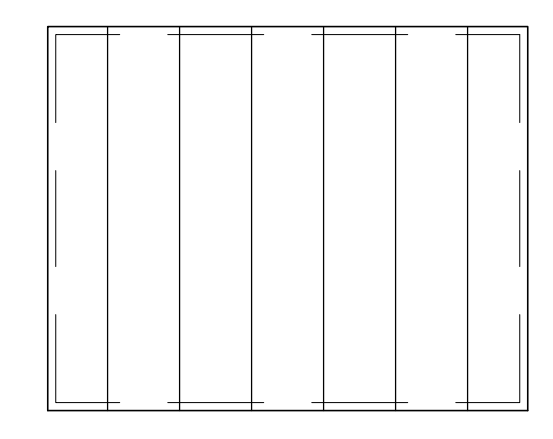
FRONT ELEVATION

SIDE ELEVATION



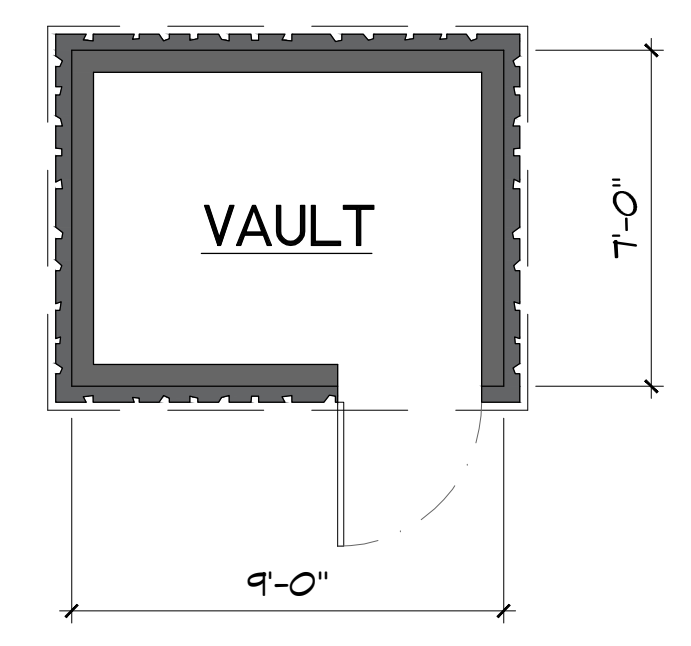
BACK ELEVATION

SIDE ELEVATION



MECH. VAULT ROOF PLAN

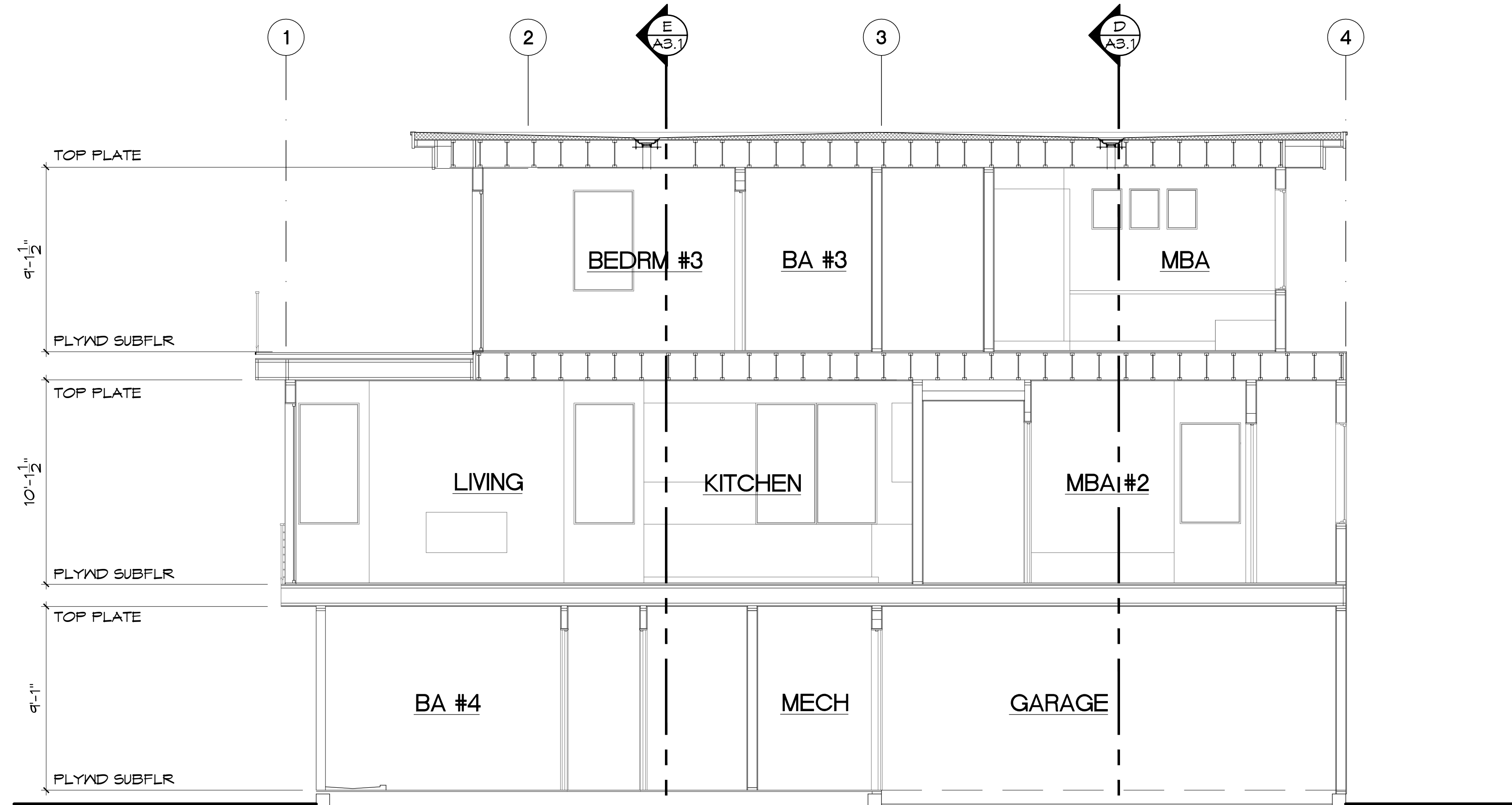
SCALE 1/4" = 1'-0"



MECH. VAULT MAIN FLOOR PLAN

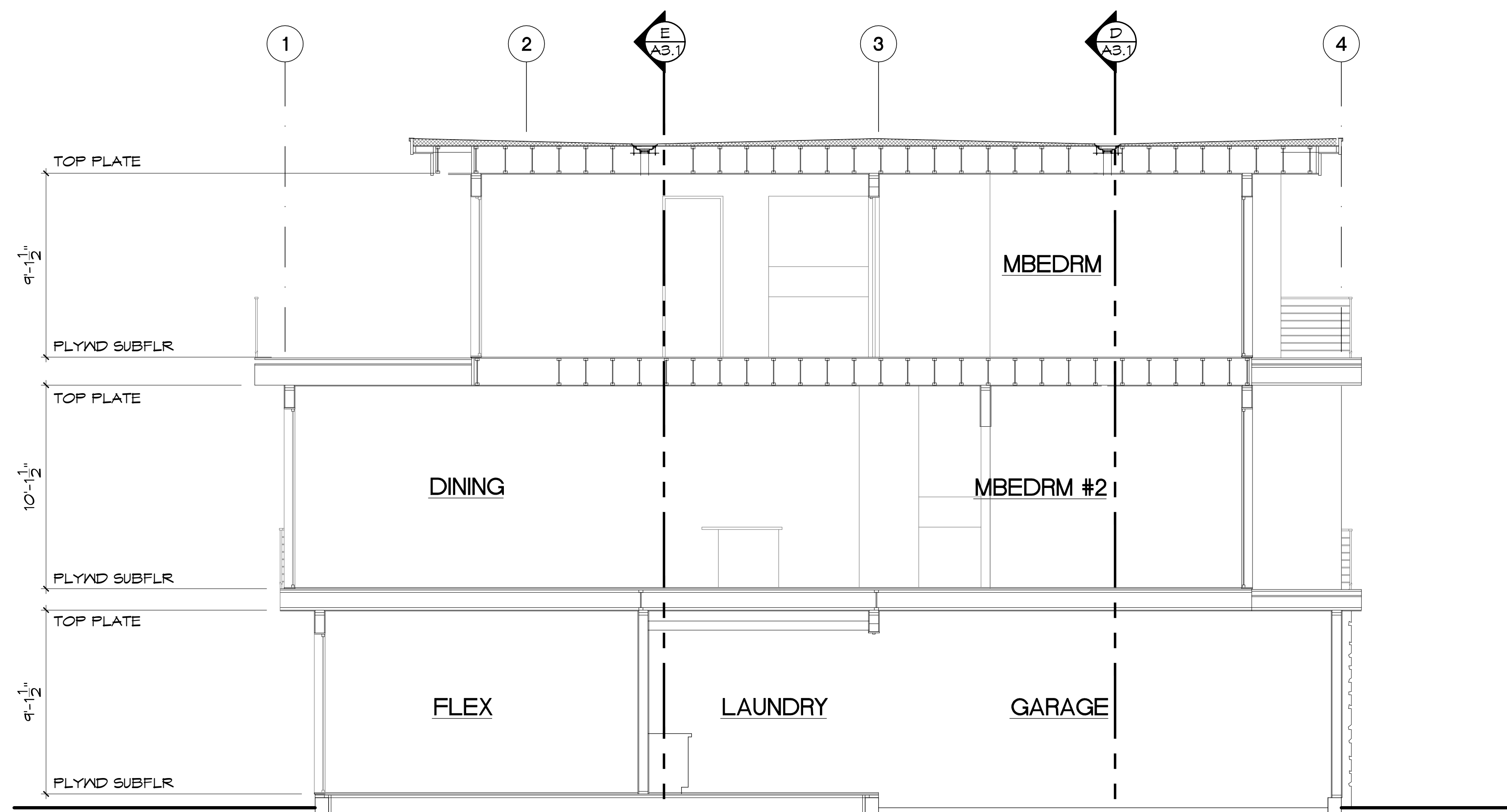
SCALE 1/4" = 1'-0"

C
A3.0



SECTION

B
A3.0



SECTION

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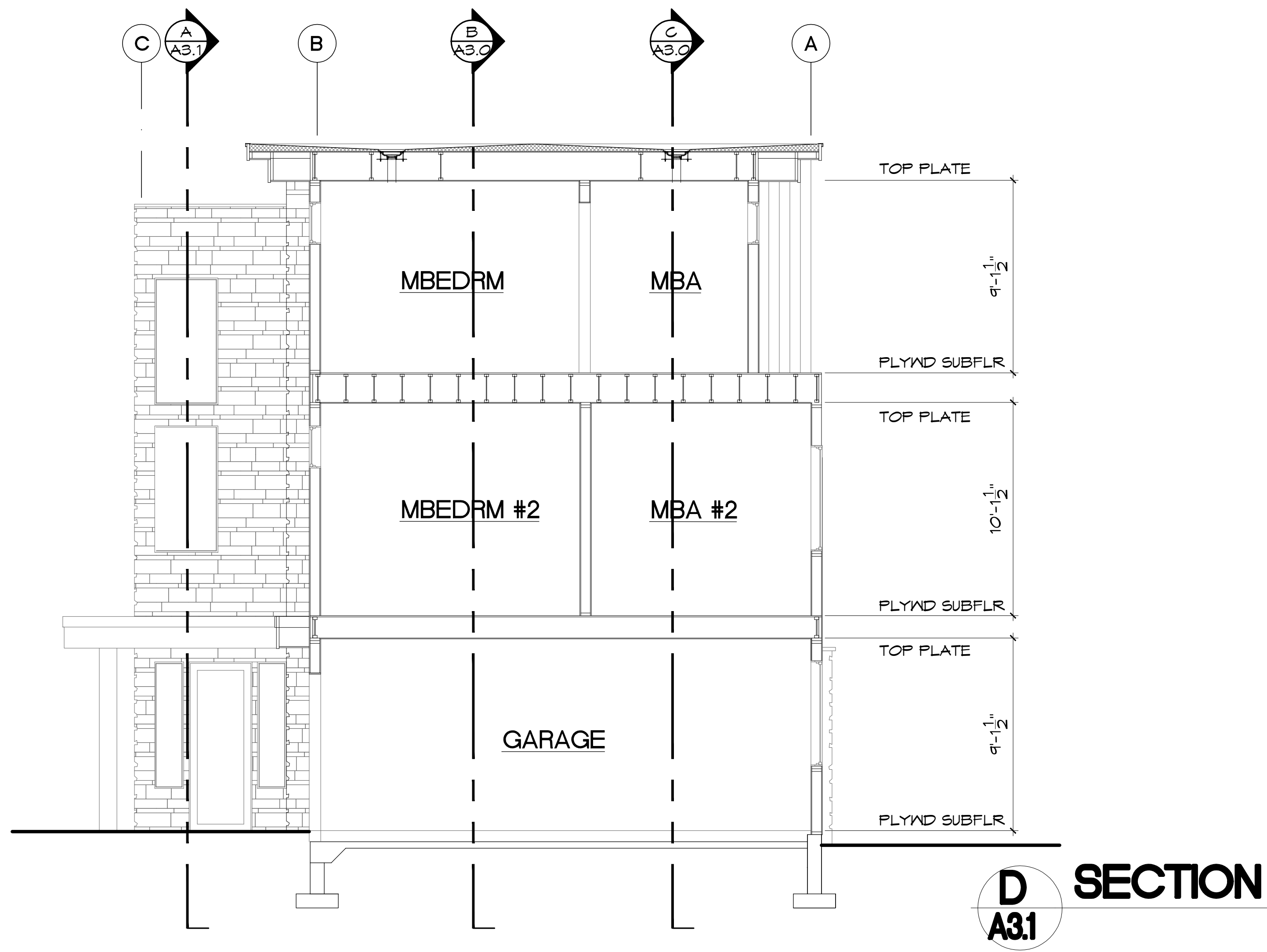
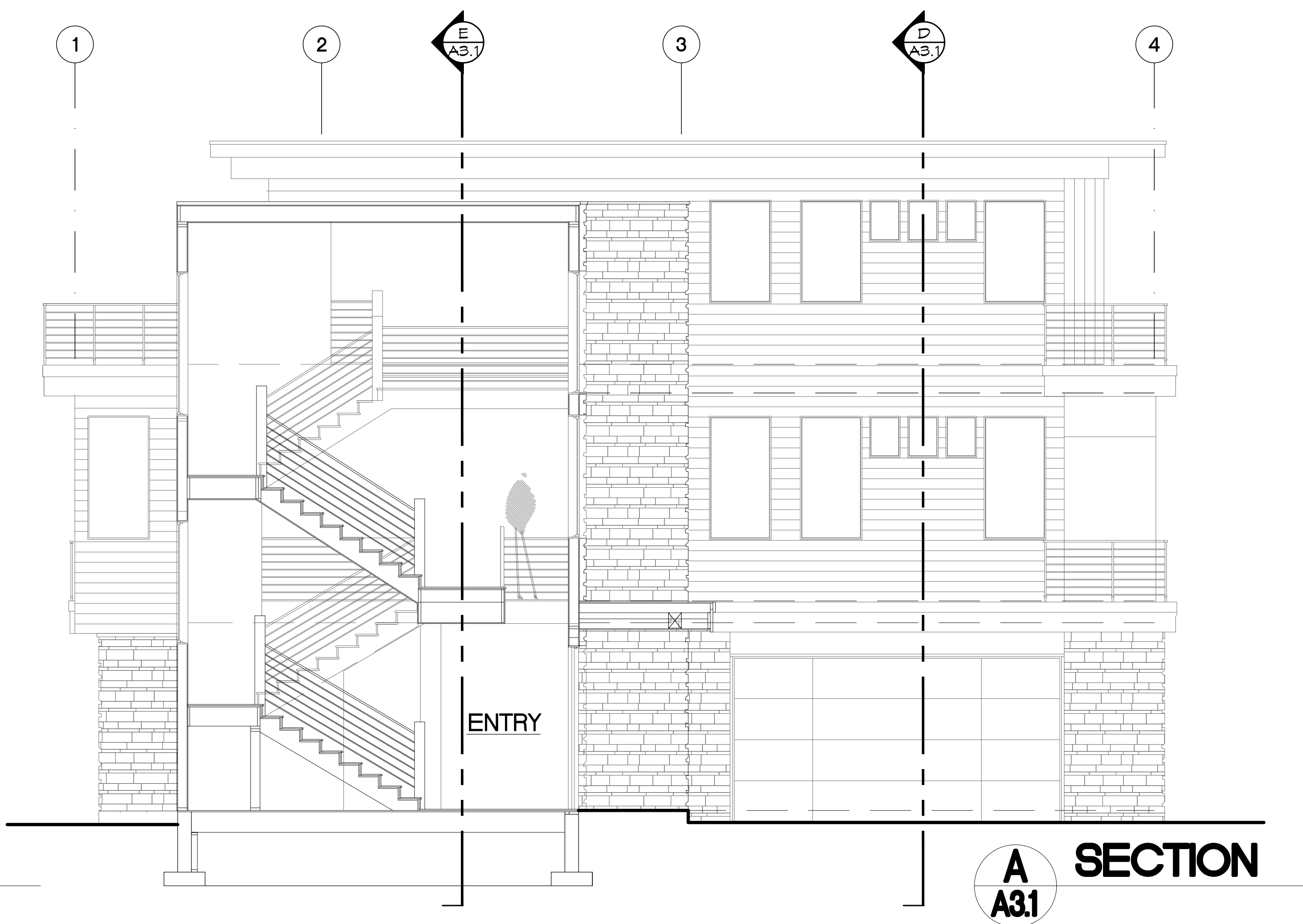
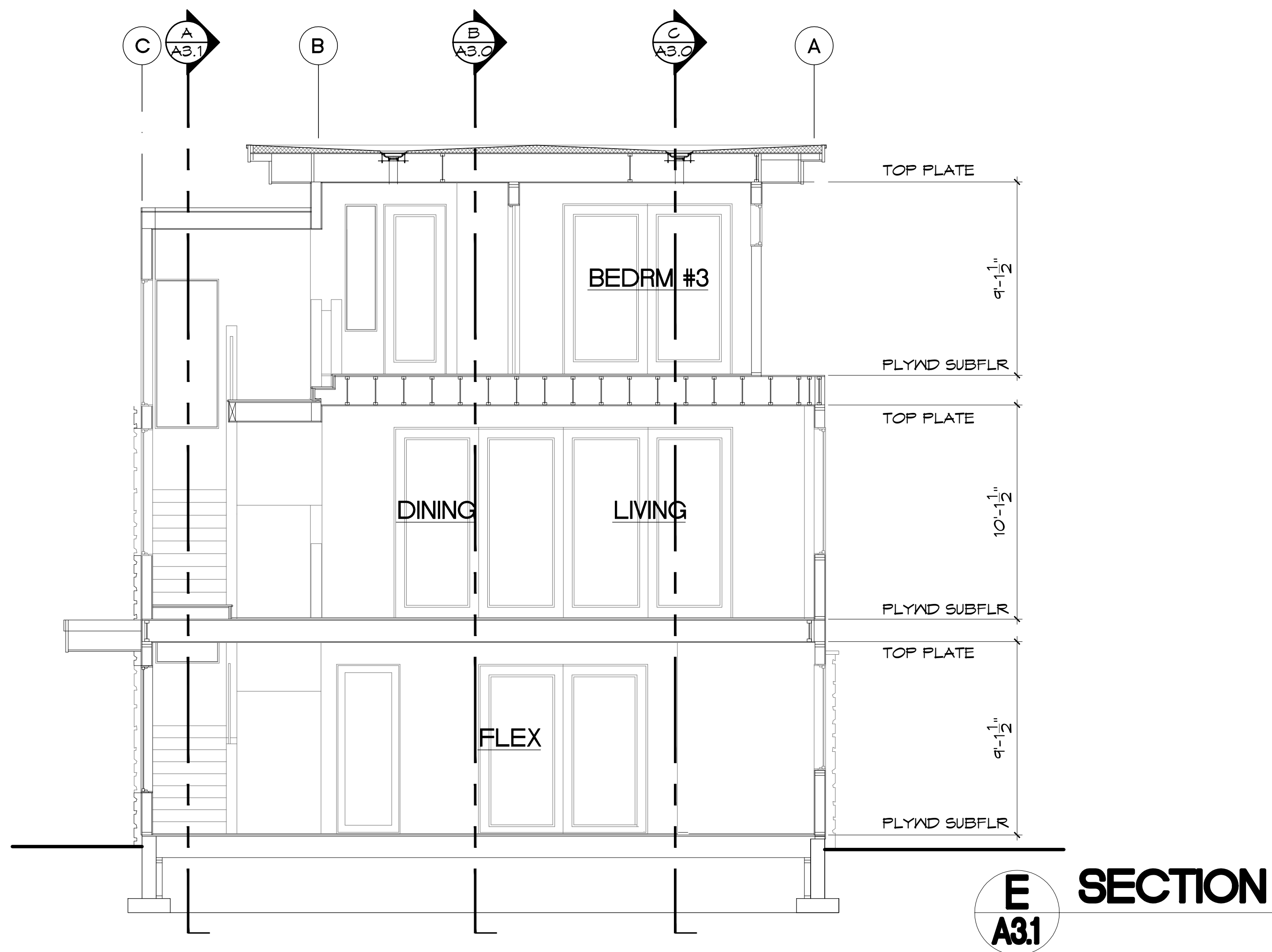
Architecture Planning
TRW
CHTD.

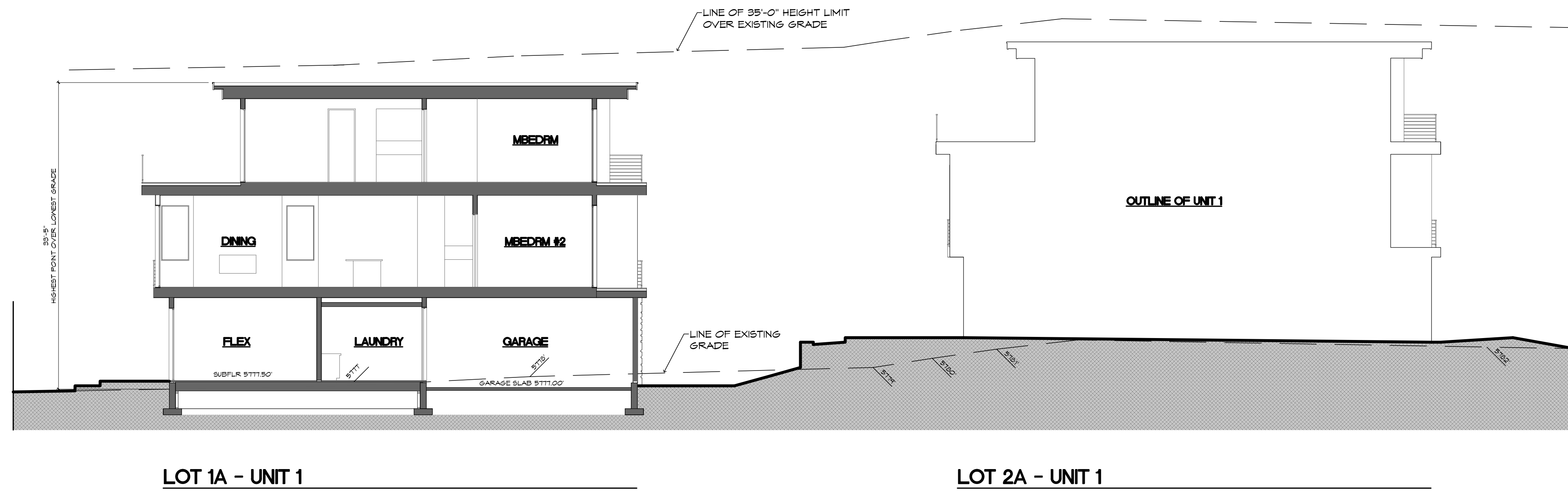
LICENSED ARCHITECT
AR 1710
11-17-2021
THOMAS R. WILLIAMS
STATE OF IDAHO

SNOWBIRD TOWNHOMES
LOT 1A
220 BIRD DRIVE
LOTS 1 & 2, SNOWBIRD SUBDIVISION
KETCHUM, IDAHO 83340

Date:	03/15/2022
Drawn By:	RJS
Checked By:	TW
Revisions	
△	Completeness Review & Department Comments
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△	

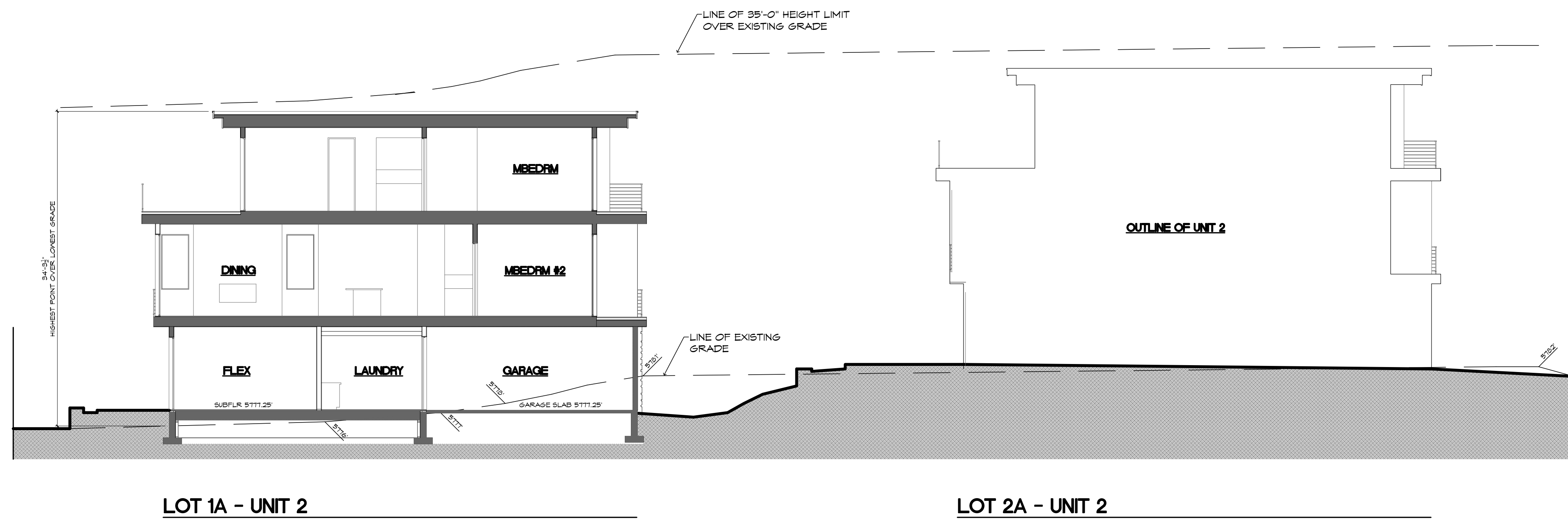
A3.0
Building Sections, Mecha
Vault Plans & Elevatio





B SITE SECTION
A32

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



A SITE SECTION
A32

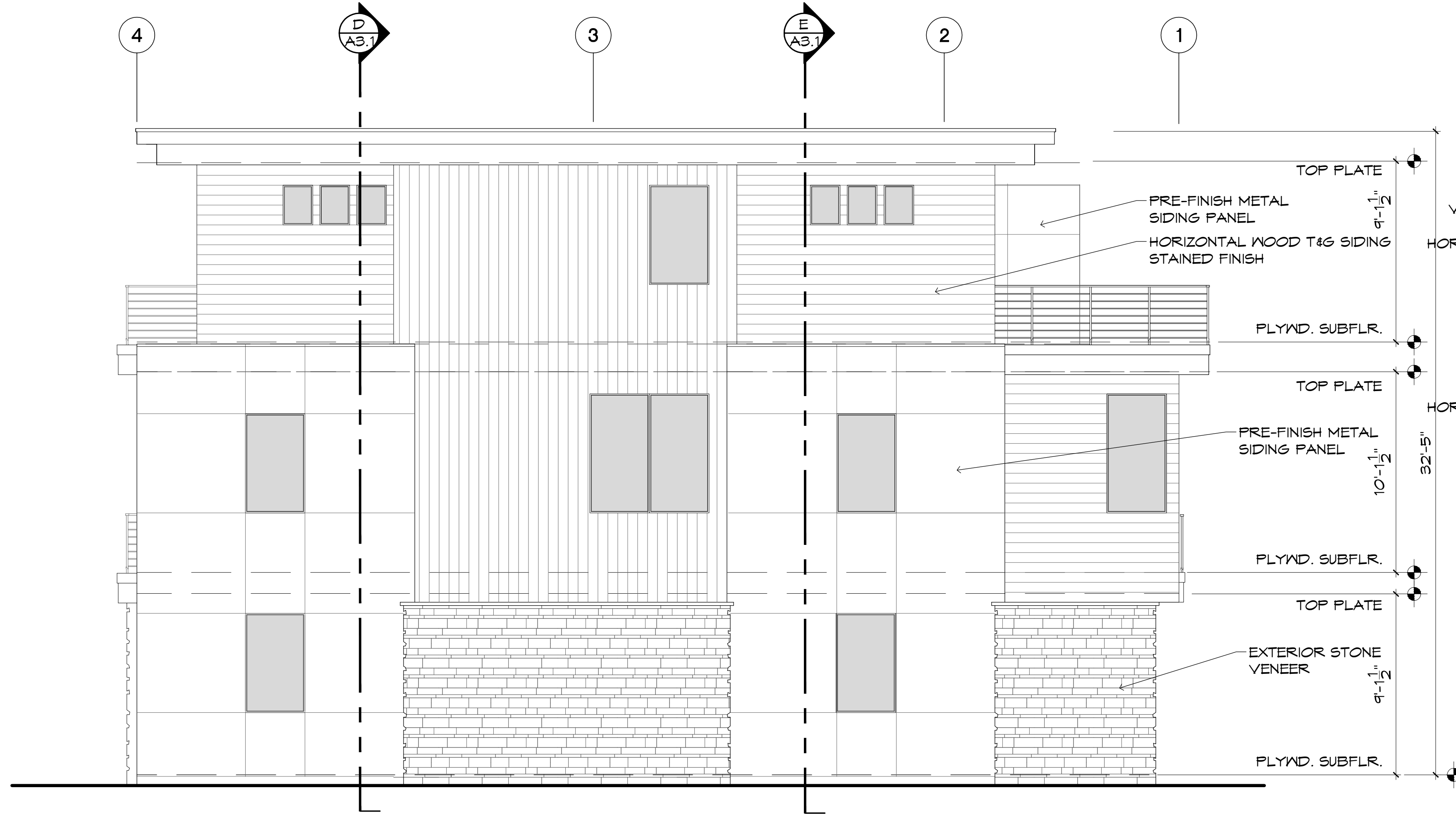
SCALE: 1/4" = 1'-0"

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515 EAST PARKWAY CT.
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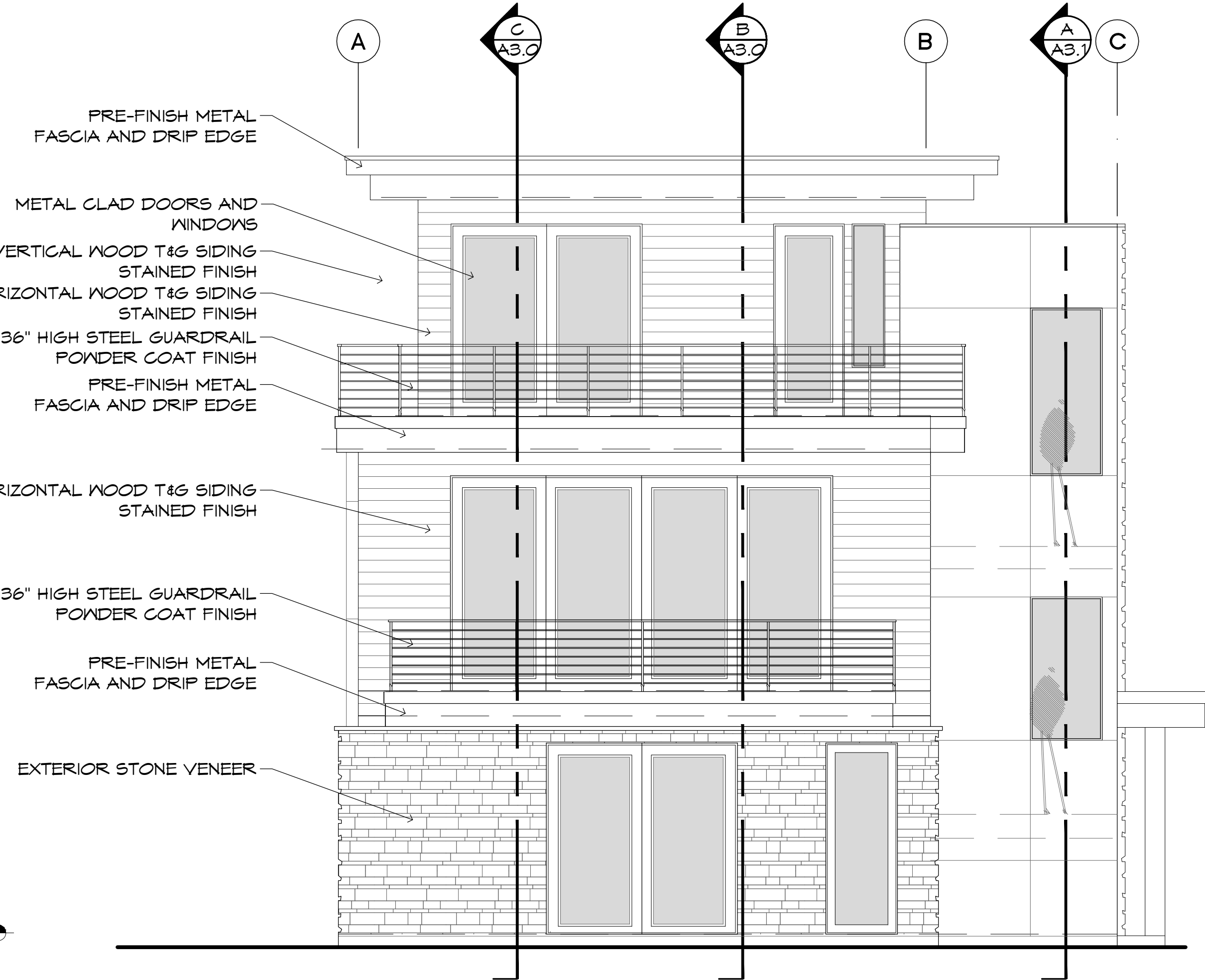
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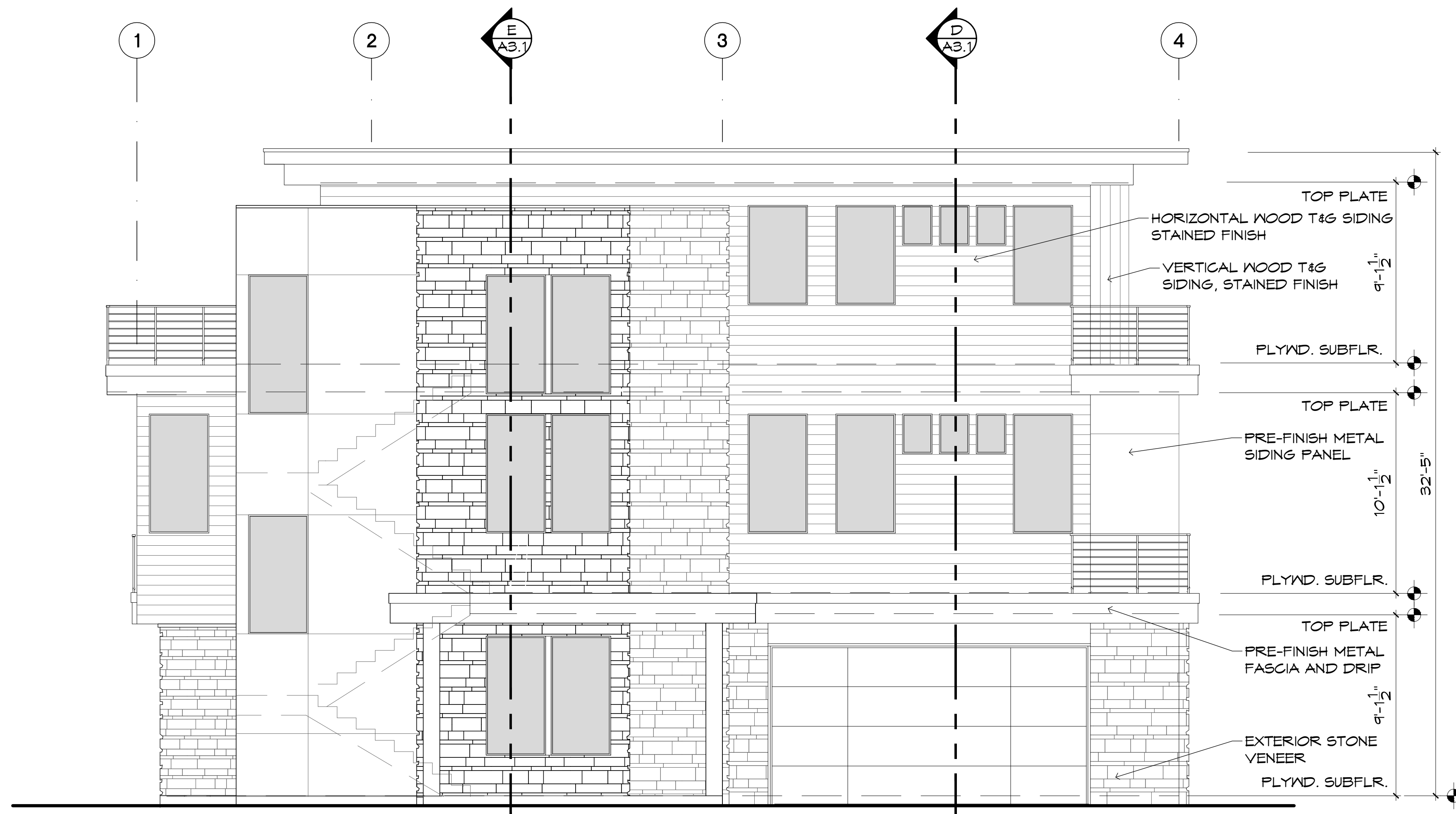
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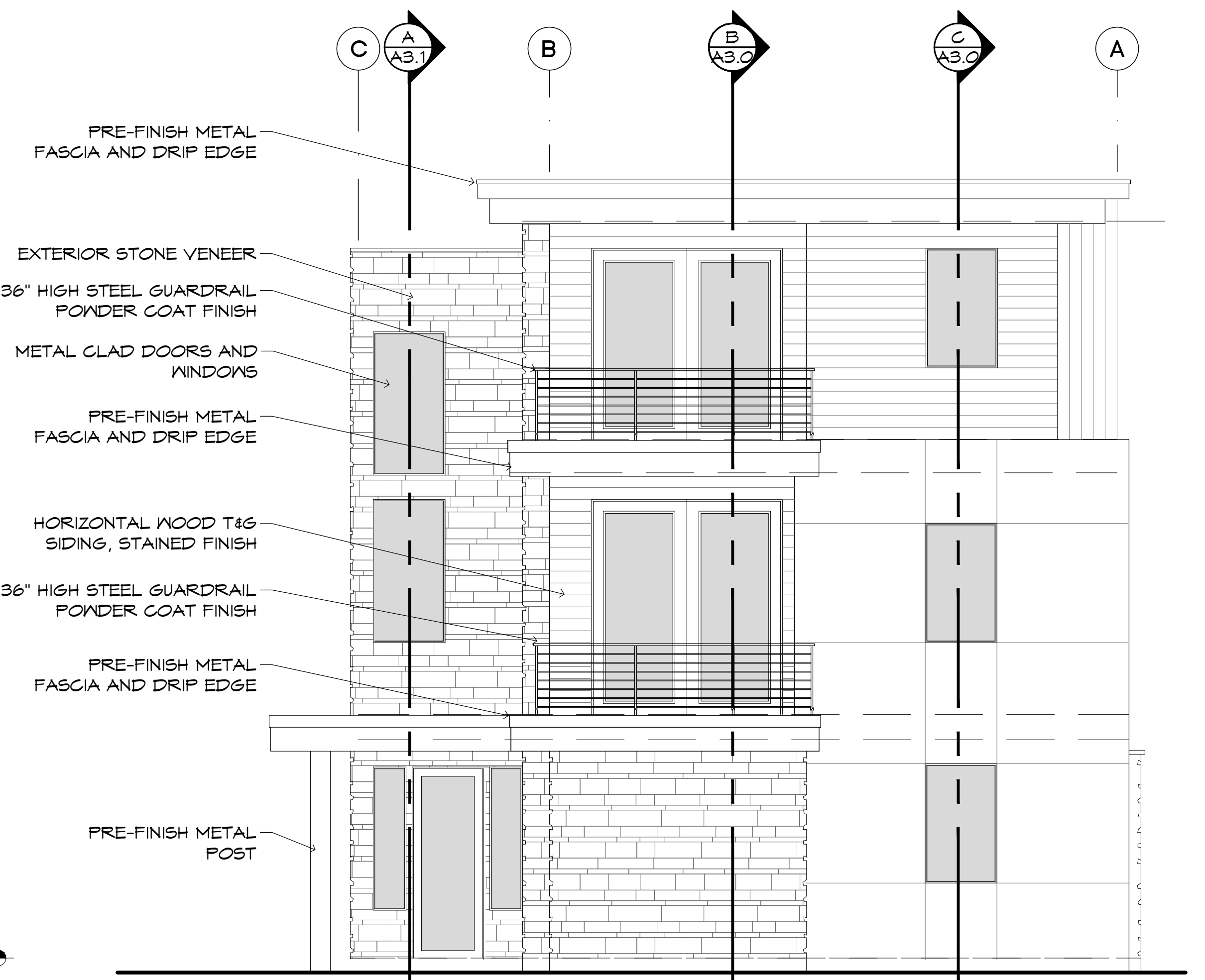
RIGHT SIDE ELEVATION



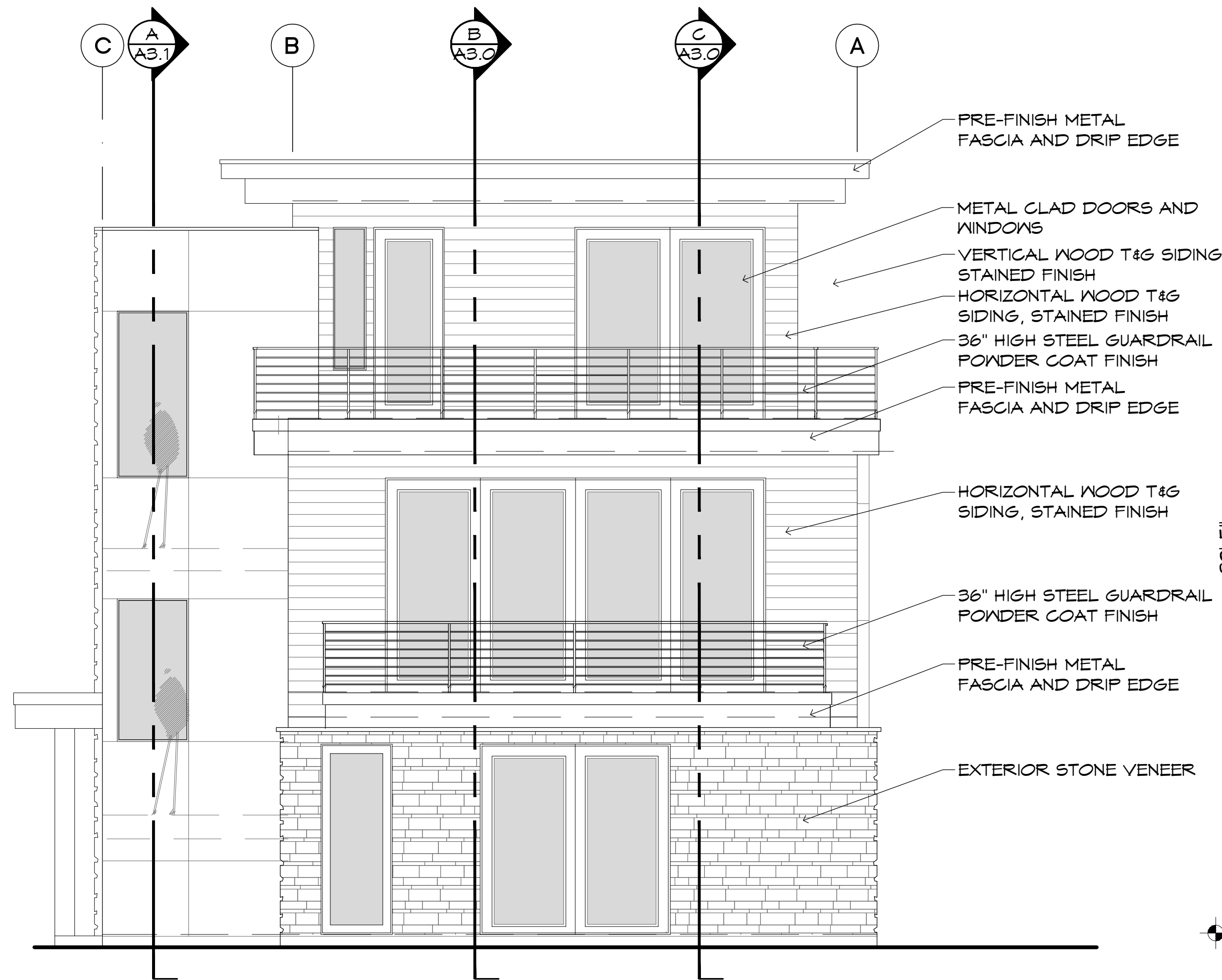
REAR ELEVATION



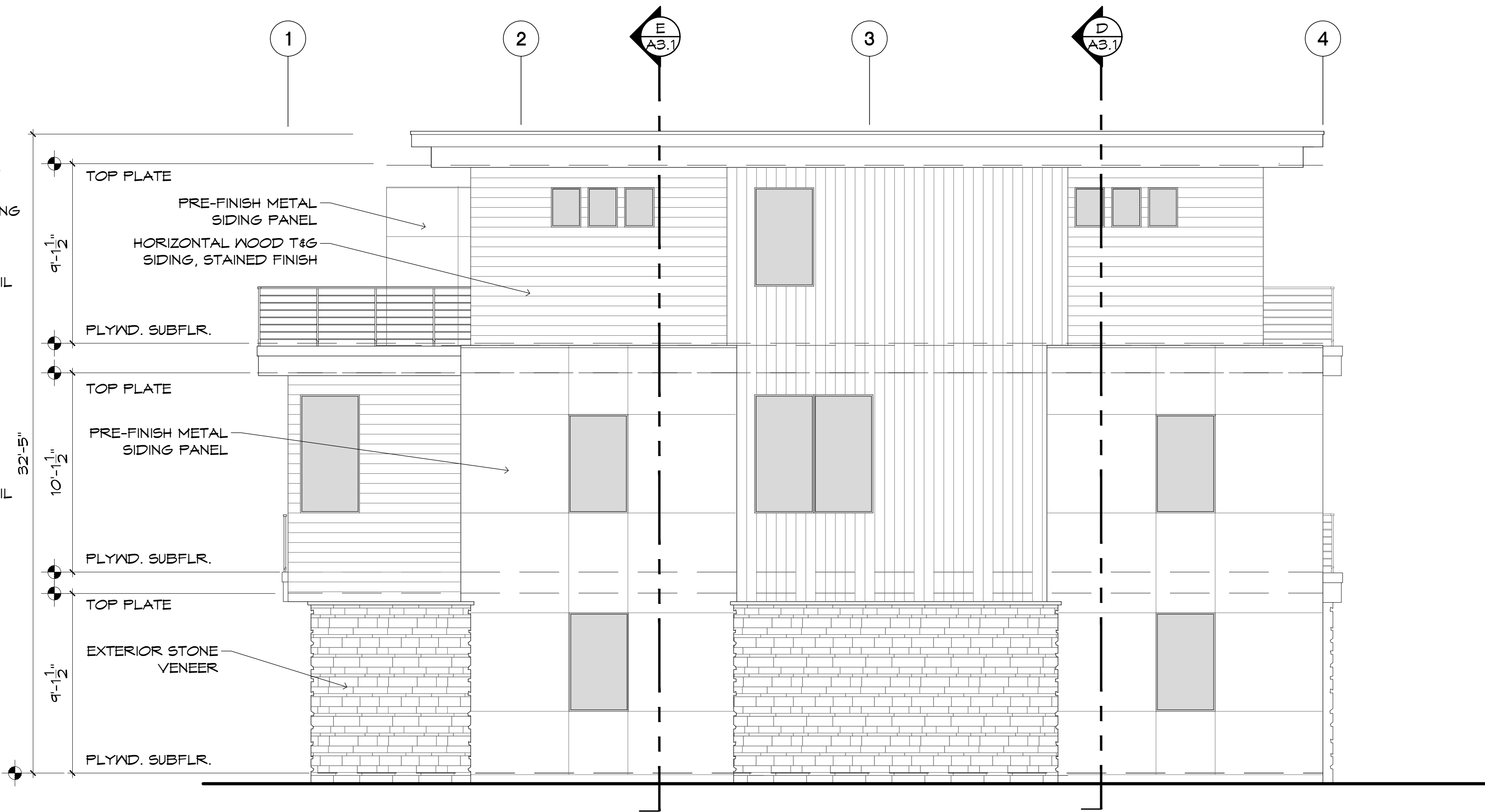
**LEFT SIDE ELEVATION
LOTS 1A + 2A, UNITS 1**



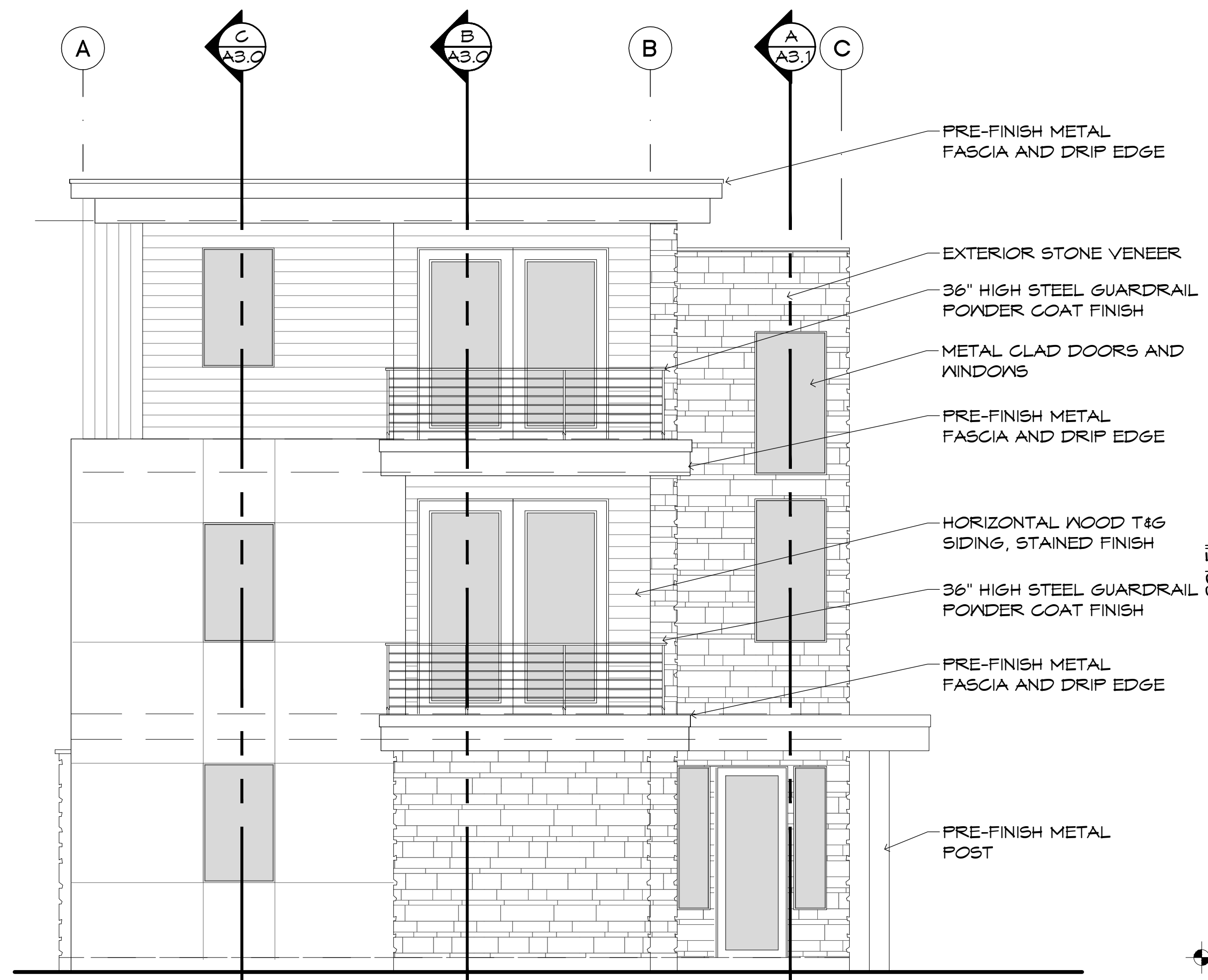
FRONT ELEVATION



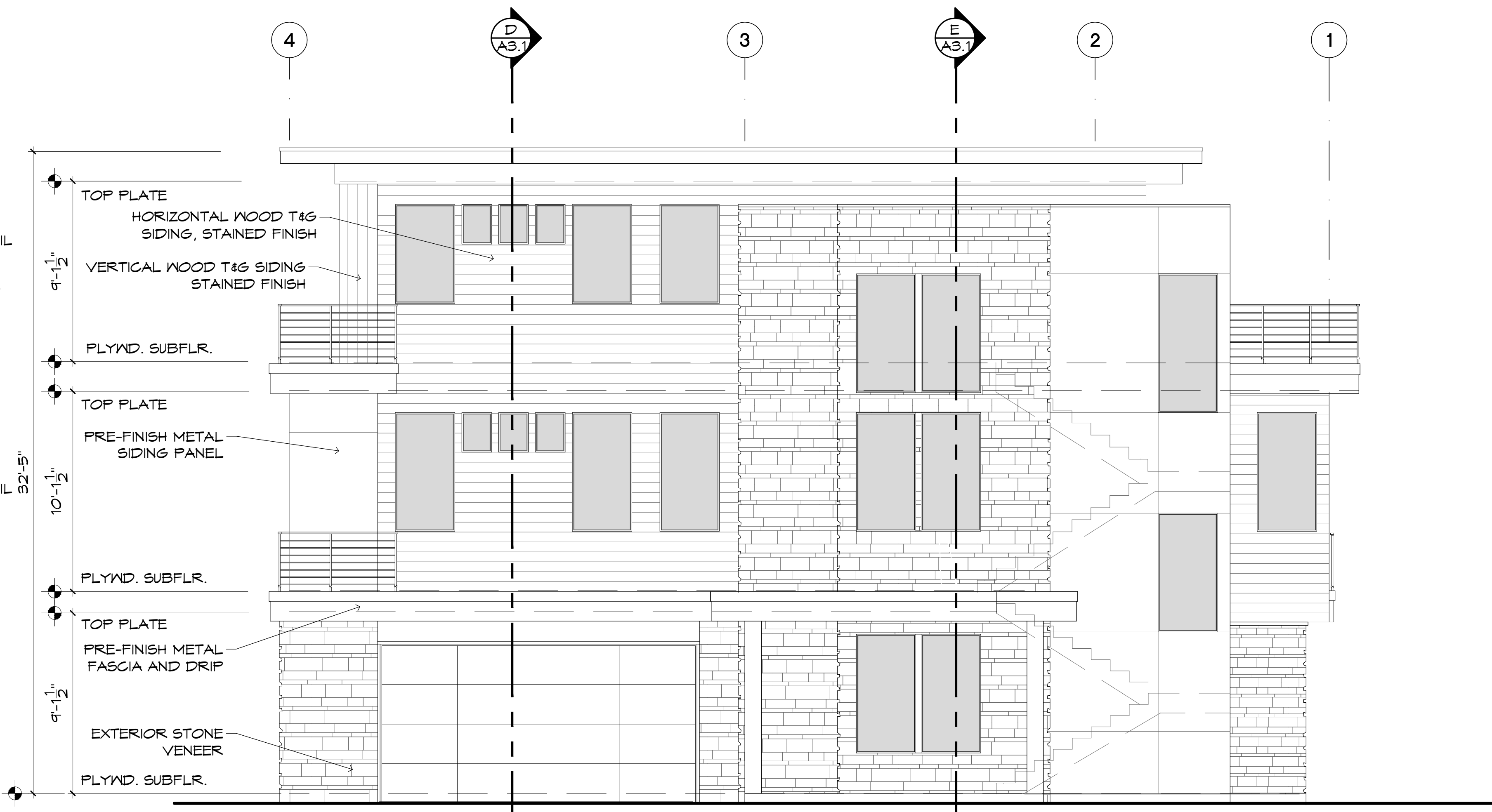
REAR ELEVATION



LEFT SIDE ELEVATION



**FRONT ELEVATION
LOTS 1A + 2A, UNITS 2**



RIGHT SIDE ELEVATION



RIGHT (NORTH) ELEVATION
LOT 2A - UNIT 1 (FOR REFERENCE ONLY)

RIGHT (NORTH) ELEVATION
LOT 1A - UNIT 1

C
A42

SITE ELEVATION

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



LEFT (SOUTH) ELEVATION
LOT 1A - UNIT 2

LEFT (SOUTH) ELEVATION
LOT 2A - UNIT 2 (FOR REFERENCE ONLY)

B
A42

SITE ELEVATION

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



REAR (WEST) ELEVATION
LOT 1A - UNIT 1

REAR (WEST) ELEVATION
LOT 1A - UNIT 2

A
A42

SITE ELEVATION

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

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LICENSED ARCHITECT
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Date:	03/15/2022
Drawn By:	RJS
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A4.2
Composite Exterior Elevations 93

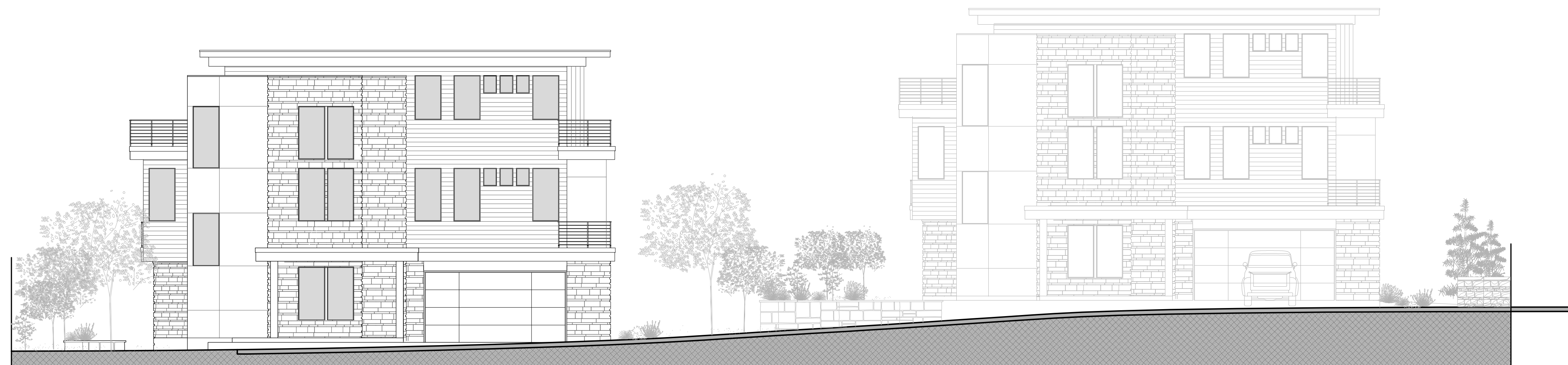


RIGHT (NORTH) ELEVATION
LOT 2A - UNIT 2 (FOR REFERENCE ONLY)

RIGHT (NORTH) ELEVATION
LOT 1A - UNIT 2

C SITE ELEVATION
A43

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



LEFT (SOUTH) ELEVATION
LOT 1A - UNIT 1

LEFT (SOUTH) ELEVATION
LOT 2A - UNIT 1 (FOR REFERENCE ONLY)

B SITE ELEVATION
A43

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



FRONT (EAST) ELEVATION
LOT 1A - UNIT 2

FRONT (EAST) ELEVATION
LOT 1A - UNIT 1

A SITE ELEVATION
A43

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

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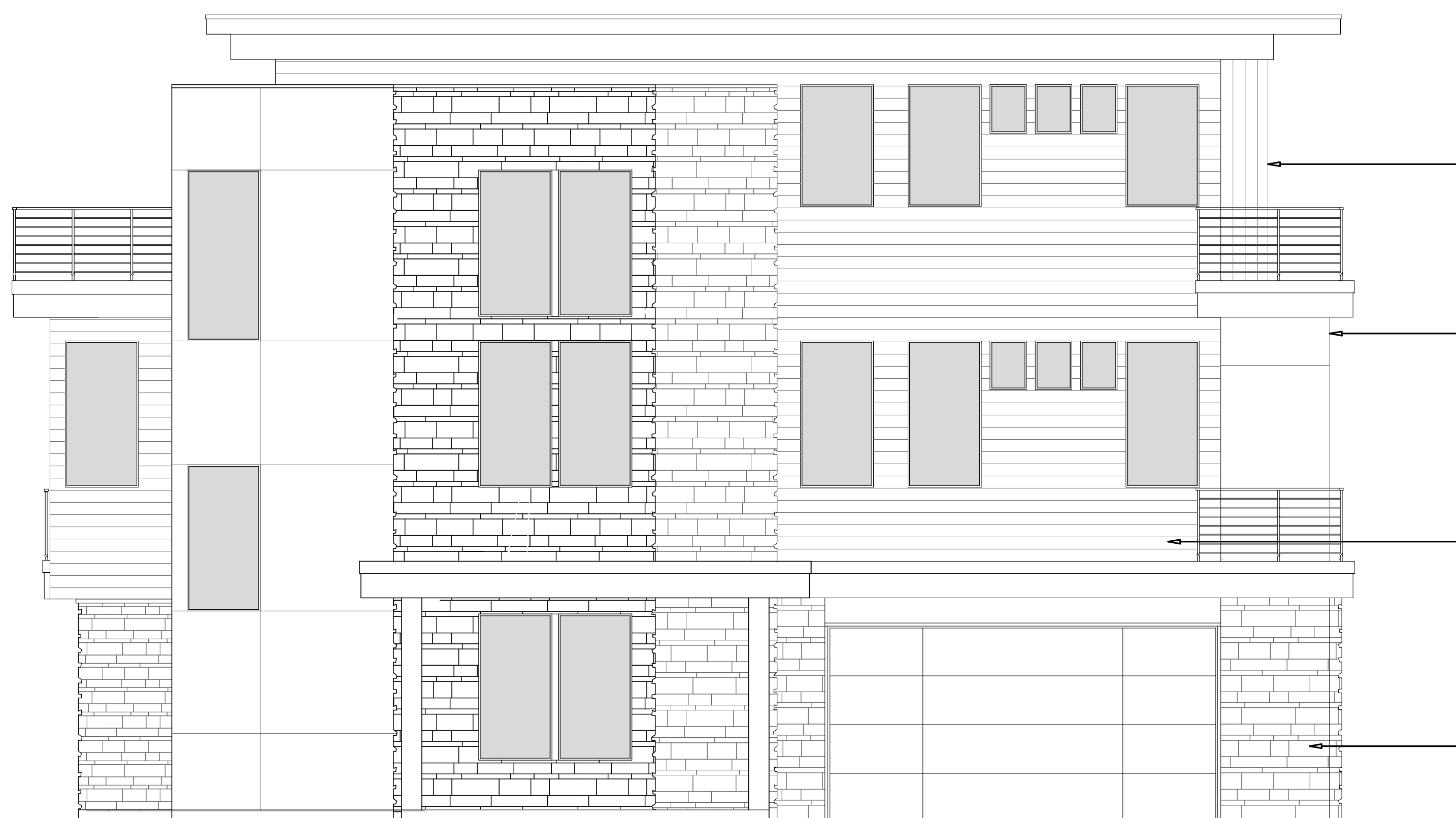
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Composite Exterior Elevations 94



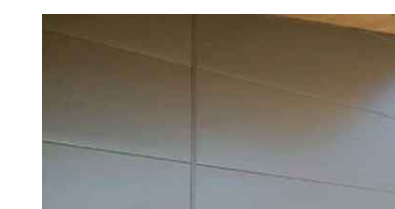
BIRD DRIVE PERSPECTIVE



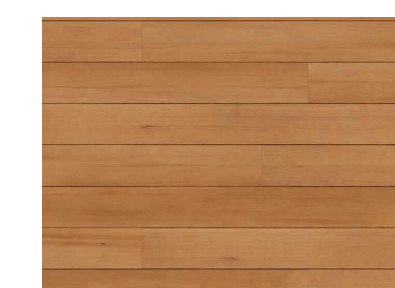
BIRD DRIVE PERSPECTIVE



Wood Siding
Vertical T&G Hem-Fir



Metal Siding
Flat Lock Panel, Quartz-Zinc



Wood Siding
Horizontal T&G Hem-Fir



Stone Veneer
Limestone



FRONT ELEVATION

**LEFT SIDE ELEVATION
LOTS 1A + 2A, UNITS 1**



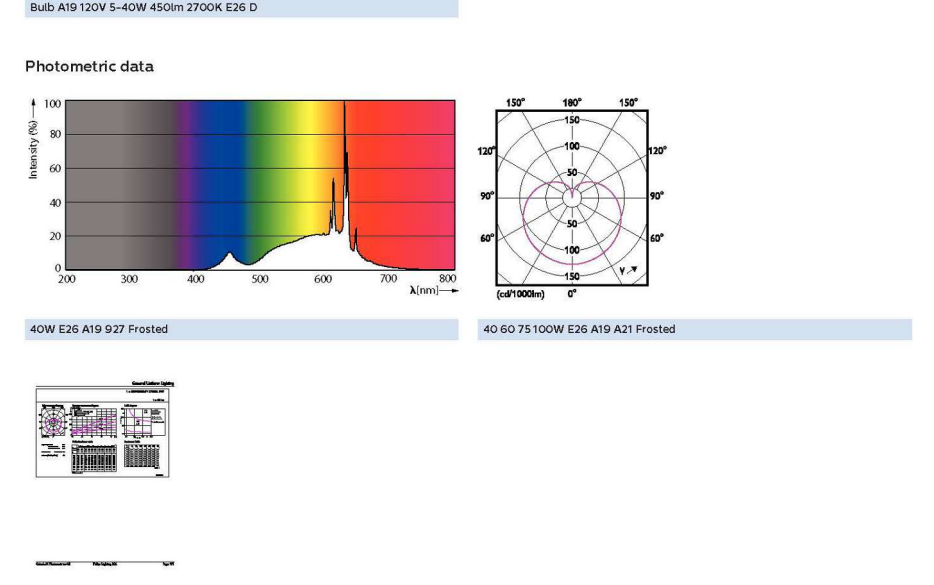
A-Shape LED

5A19/PER/927/P/E26/DIM 6/1FB T20

Philips A-Shape Dimmable LED lamps are the smart LED alternative to standard incandescents. The unique lamp design provides one-directional light with excellent dimming performance.

Product data

General Information	Watt to 85% Light (lm)	55%
Base	Power Factor (PF)	0.7
LED Manufacturer	Voltage (V)	120V
Rated Lifetime (Hours)	Frequency	50/60 Hz
Working Cycle	Temperature Class	TC
Technical Data	Color Temperature	2700K
Light Technical	Control and Dimming	Dimmable
Color Code	Dimmer	Yes
Beam Angle (Beam)	Initial Surge (Inrush)	1000mA
Color Temperature	Color Temperature (2700K)	2700K
Color Rendering Index (CRI)	Controlled Color Temperature (CCT)	2700K
Energy Efficiency Label (EEL)	Lifetime (Hours) (Mean)	30000 hours
Energy Consumption (lm/Watt)	Color Consistency	<1%
Energy Consumption (lm/Watt)	Color Shifting Index (CSI)	10
ULP as per UL Lifetime (Hours)	ULP as per UL Lifetime (Hours)	30,000



90/50 2700K 528 A19 A21 Frosted

90/50 2700K 528 A19 A21 Frosted

90/50 2700K 528 A19 A21 Frosted

90/50 2700K 528 A19 A21 Frosted

LAMP

1/8" = 1'-0"

Twilight Large Dark Sky Friendly Outdoor Scene - Installation Page

Hubbardon Forge logo

PRODUCT SPECIFICATIONS

Twilight Large Dark Sky Friendly Outdoor Scene

Base Item #504005

Configure Item #504005-1008

FINISH: Coastal Dark Bronze - 77

LAMPING: Option Not Available

FINISH: Coastal Dark Bronze - 77

LAMPING: Option Not Available

FINISH: Coastal Dark Bronze - 77

LAMPING: Option Not Available

FINISH: Coastal Dark Bronze - 77

LAMPING: Option Not Available

FINISH: Coastal Dark Bronze - 77

LAMPING: Option Not Available

FINISH: Coastal Dark Bronze - 77

LAMPING: Option Not Available

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FINISH: Coastal Dark Bronze - 77

LAMPING: Option Not Available

FINISH: Coastal Dark Bronze - 77

LAMPING: Option Not Available

FINISH: Coastal Dark Bronze - 77

LAMPING: Option Not Available

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LAMPING: Option Not Available

FINISH: Coastal Dark Bronze - 77

LAMPING: Option Not Available

FINISH: Coastal Dark Bronze - 77

LAMPING: Option Not Available

FIXTURE A

1/8" = 1'-0"

Juno Snowbird Fixture "C"

4" IC 1400 LUMEN LED DOWNLIGHT NEW CONSTRUCTION OPEN TRIMS

IC/LED (G4 141M) RECESSED HOUSING

ENVIRONMENTALLY FRIENDLY ENERGY EFFICIENT

ENVIRONMENTALLY FRIENDLY ENERGY EFFICIENT

ENVIRONMENTALLY FRIENDLY ENERGY EFFICIENT

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ENVIRONMENTALLY FRIENDLY ENERGY EFFICIENT

ENVIRONMENTALLY FRIENDLY ENERGY EFFICIENT

FIXTURE B

1/8" = 1'-0"

Juno Snowbird Fixture "B"

4" IC 1400 LUMEN LED DOWNLIGHT NEW CONSTRUCTION OPEN TRIMS

IC/LED (G4 141M) RECESSED HOUSING

ENVIRONMENTALLY FRIENDLY ENERGY EFFICIENT

ENVIRONMENTALLY FRIENDLY ENERGY EFFICIENT

ENVIRONMENTALLY FRIENDLY ENERGY EFFICIENT

ENVIRONMENTALLY FRIENDLY ENERGY EFFICIENT

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ENVIRONMENTALLY FRIENDLY ENERGY EFFICIENT

ENVIRONMENTALLY FRIENDLY ENERGY EFFICIENT

FIXTURE C

1/8" = 1'-0"

Juno Snowbird Fixture "C"

4" IC 1400 LUMEN LED DOWNLIGHT NEW CONSTRUCTION OPEN TRIMS

IC/LED (G4 141M) RECESSED HOUSING

ENVIRONMENTALLY FRIENDLY ENERGY EFFICIENT

ENVIRONMENTALLY FRIENDLY ENERGY EFFICIENT

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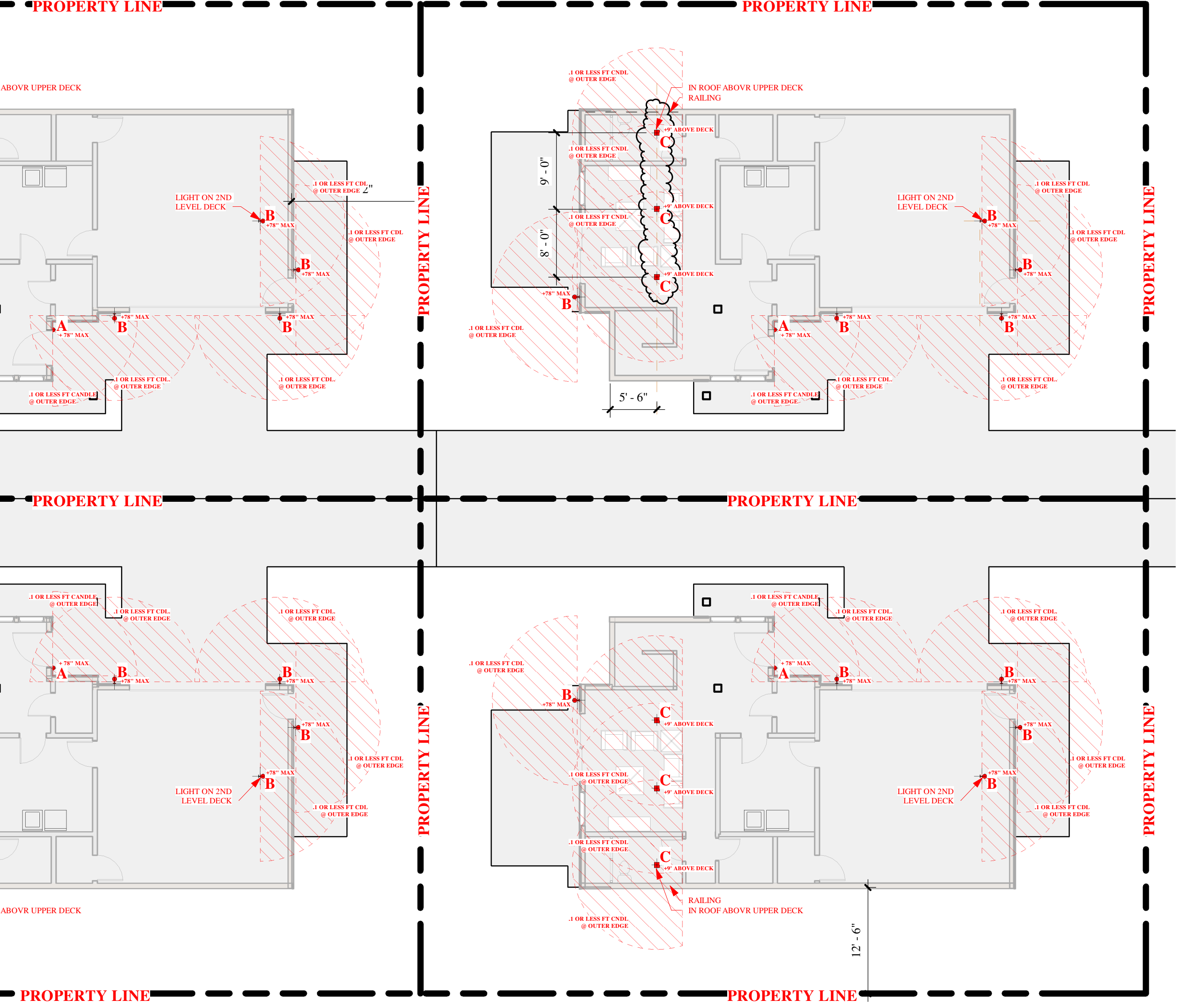
ENVIRONMENTALLY FRIENDLY ENERGY EFFICIENT

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ENVIRONMENTALLY FRIENDLY ENERGY EFFICIENT

ENVIRONMENTALLY FRIENDLY ENERGY EFFICIENT

ENVIRONMENTALLY FRIENDLY ENERGY EFFICIENT



F.F. LINE 1ST & PHOTOMETRIC

1" = 10'-0"

FIXTURE D

1/8" = 1'-0"

Juno Snowbird Fixture "D"

4" IC 1400 LUMEN LED DOWNLIGHT NEW CONSTRUCTION OPEN TRIMS

IC/LED (G4 141M) RECESSED HOUSING

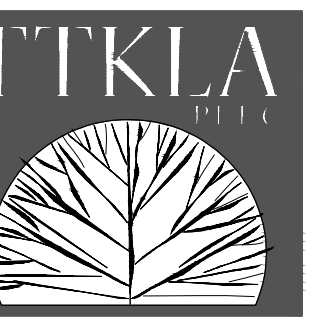
FIXTURE E

1/8" = 1'-0"

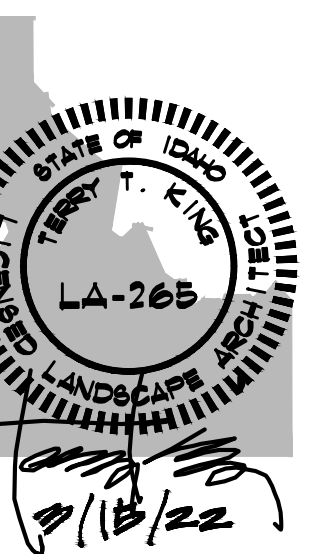
Juno Snowbird Fixture "E"

4" IC 1400 LUMEN LED DOWNLIGHT NEW CONSTRUCTION OPEN TRIMS

IC/LED (G4 141M) RECESSED HOUSING



Terry T. King
Landscape Architecture
6122 S. Moonfire Way
Boise ID 83709
(208) 869-3820 Boise
(208) 720-3730 Ketchum
terry@ttkla.com
www.ttkla.com



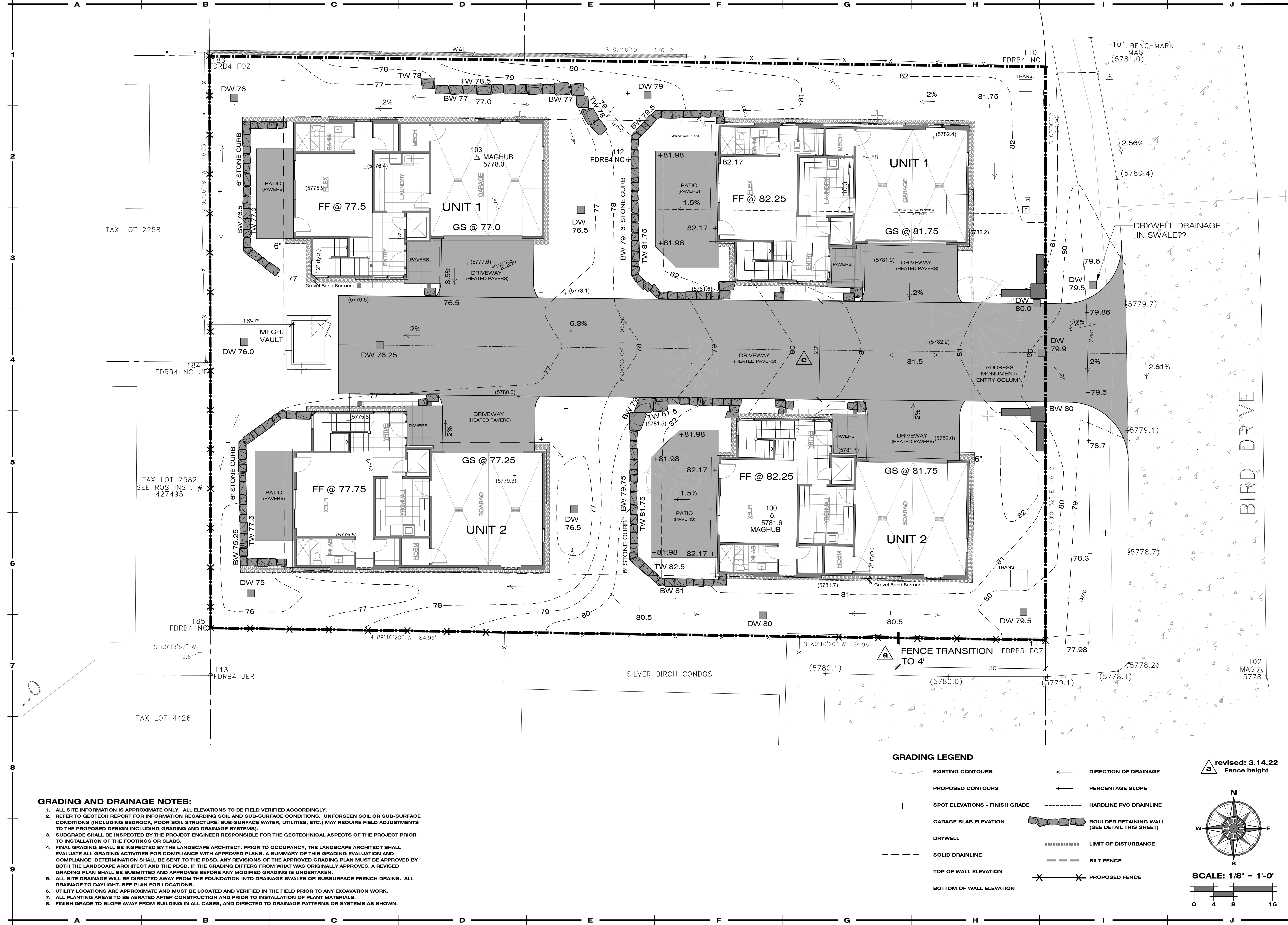
Grading Plan

Snowbird Townhomes

220 Bird Dr.
Lots 1 & 2, Snowbird Sub.
Ketchum • Idaho • 83340

drawn by: mo
checked by: tk
date: March 15, 2022
revision:
March 14, 2022

L-1.1
SHEET

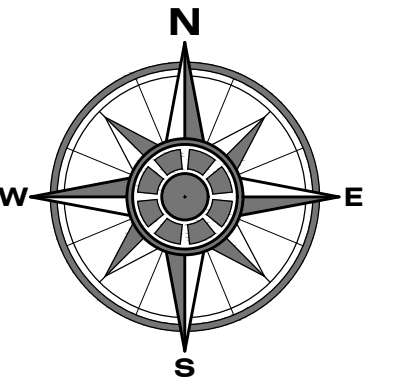


- GRADING AND DRAINAGE NOTES:**
1. ALL SITE INFORMATION IS APPROXIMATE ONLY. ALL ELEVATIONS TO BE FIELD VERIFIED ACCORDINGLY.
 2. REFER TO GEOTECH REPORT FOR INFORMATION REGARDING SOIL AND SUB-SURFACE CONDITIONS. UNFORSEEN SOIL OR SUB-SURFACE CONDITIONS (INCLUDING BEDROCK, POOR SOIL STRUCTURE, SUB-SURFACE WATER, UTILITIES, ETC.) MAY REQUIRE FIELD ADJUSTMENTS TO THE PROPOSED DESIGN INCLUDING GRADING AND DRAINAGE SYSTEMS).
 3. SUBGRADE SHALL BE INSPECTED BY THE PROJECT ENGINEER RESPONSIBLE FOR THE GEOTECHNICAL ASPECTS OF THE PROJECT PRIOR TO INSTALLATION OF THE FOOTINGS OR SLABS.
 4. FINAL GRADING SHALL BE INSPECTED BY THE LANDSCAPE ARCHITECT. PRIOR TO OCCUPANCY, THE LANDSCAPE ARCHITECT SHALL EVALUATE ALL GRADING ACTIVITIES FOR COMPLIANCE WITH APPROVED PLANS. A SUMMARY OF THIS GRADING EVALUATION AND COMPLIANCE DETERMINATION SHALL BE SENT TO THE PSDS. ANY REVISIONS OF THE APPROVED GRADING PLAN MUST BE APPROVED BY BOTH THE LANDSCAPE ARCHITECT AND THE PSDS. IF THE GRADING DIFFERS FROM WHAT WAS ORIGINALLY APPROVES, A REVISED GRADING PLAN SHALL BE SUBMITTED AND APPROVES BEFORE ANY MODIFIED GRADING IS UNDERTAKEN.
 5. ALL SITE DRAINAGE WILL BE DIRECTED AWAY FROM THE FOUNDATION INTO DRAINAGE SWALES OR SUBSURFACE FRENCH DRAINS. ALL DRAINAGE TO DAYLIGHT. SEE PLAN FOR LOCATIONS.
 6. UTILITY LOCATIONS ARE APPROXIMATE AND MUST BE LOCATED AND VERIFIED IN THE FIELD PRIOR TO ANY EXCAVATION WORK.
 7. ALL PLANTING AREAS TO BE AERATED AFTER CONSTRUCTION AND PRIOR TO INSTALLATION OF PLANT MATERIALS.
 8. FINISH GRADE TO SLOPE AWAY FROM BUILDING IN ALL CASES, AND DIRECTED TO DRAINAGE PATTERNS OR SYSTEMS AS SHOWN.

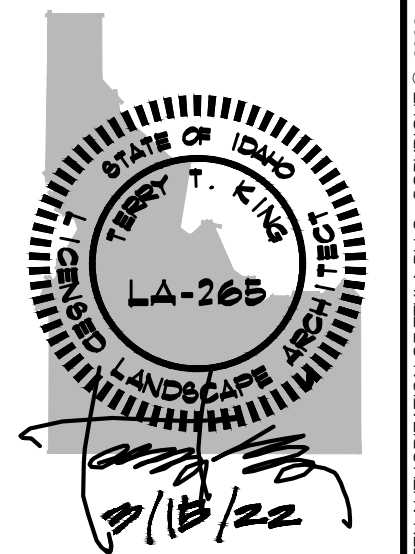
GRADING LEGEND

- | | | | |
|--|--------------------------------|--|--|
| | EXISTING CONTOURS | | DIRECTION OF DRAINAGE |
| | PROPOSED CONTOURS | | PERCENTAGE SLOPE |
| | SPOT ELEVATIONS - FINISH GRADE | | HARDLINE PVC DRAINLINE |
| | GARAGE SLAB ELEVATION | | BOULDER RETAINING WALL (SEE DETAIL THIS SHEET) |
| | DRYWELL | | LIMIT OF DISTURBANCE |
| | SOLID DRAINLINE | | SILT FENCE |
| | TOP OF WALL ELEVATION | | PROPOSED FENCE |
| | BOTTOM OF WALL ELEVATION | | |

revised: 3.14.22
Fence height



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



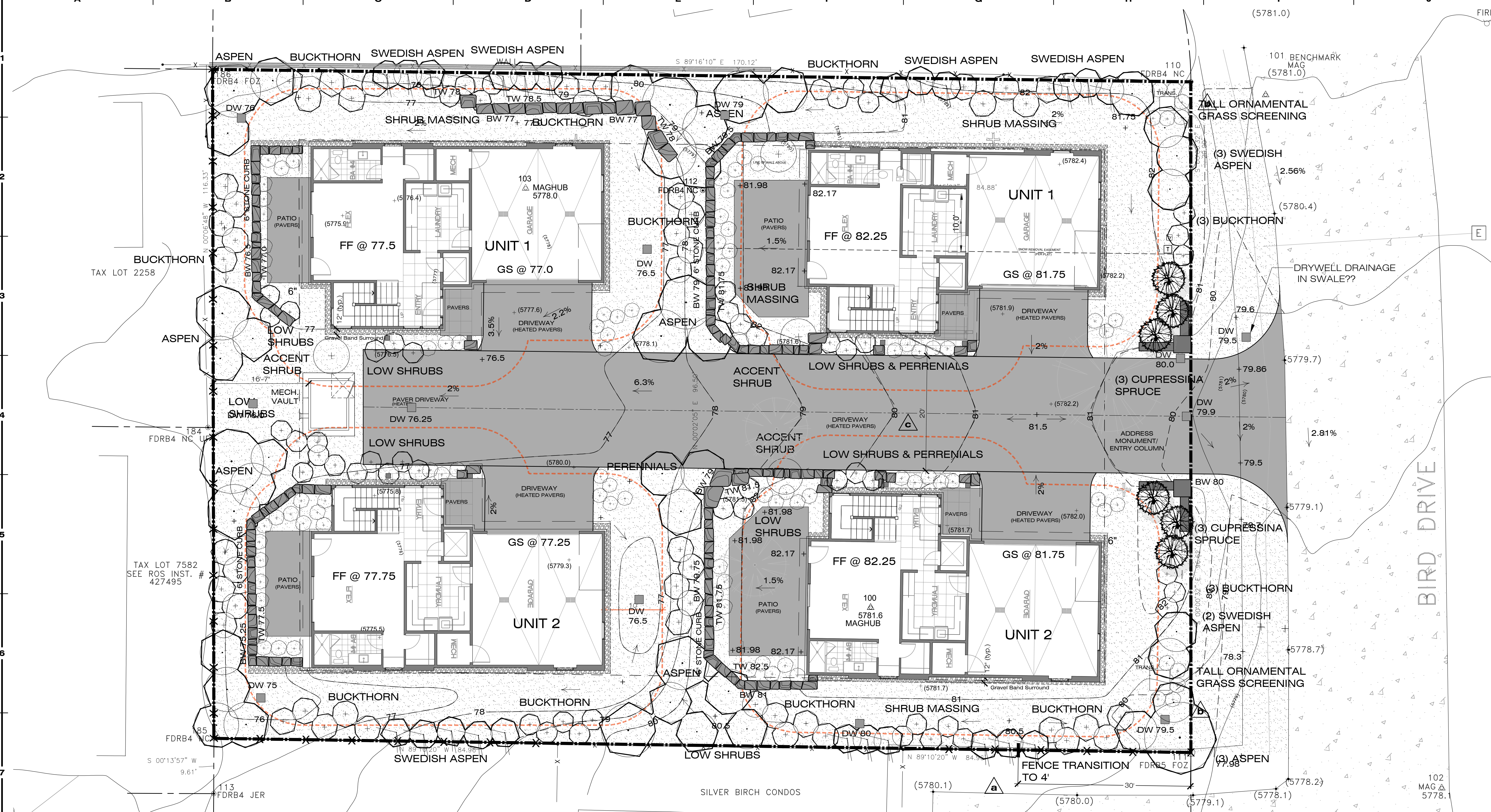
LANDSCAPE PLAN

Snowbird Townhomes

220 Bird Dr.
Lots 1 & 2, Snowbird Sub.
Ketchum • Blaine County • Idaho

drawn by: mo
checked by: tk
date: March 14, 2022
revisions:
March 15, 2022

L-1.2
SHEET

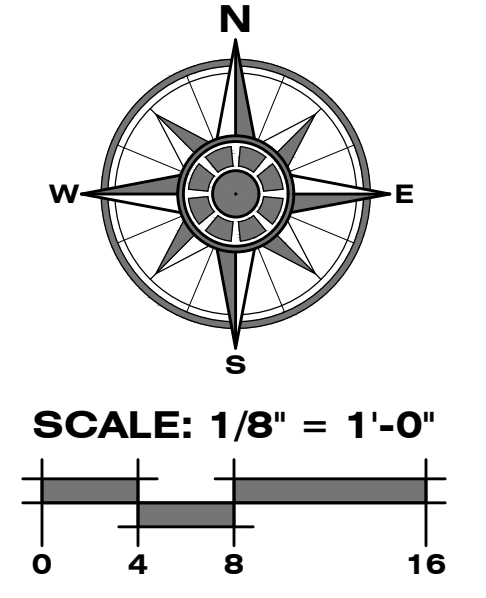


PLANT LEGEND

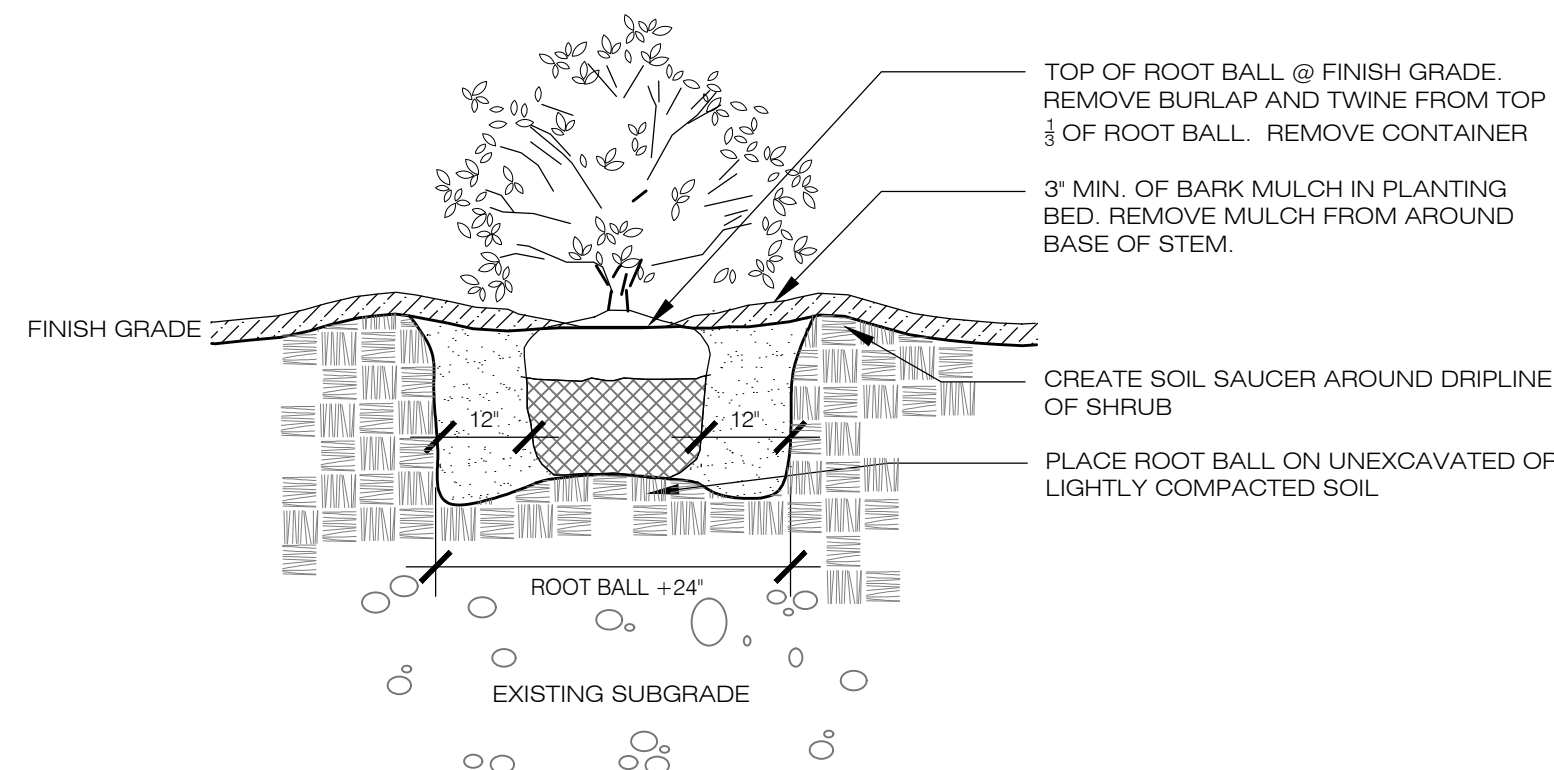
	2 EVERGREEN TREES		112 SHRUBS		10,230 sf PLANTER BEDS		645 lf EDGING
10 - 6'-8"	Cupressina Spruce, Picea abies 'Cupressina'		Barberry - Helmond Pillar, Berberis thunb. f. atro. 'Helmond Pillar'	3" MIN. BARK MULCH	10,230 s.f. - 95 yds		STEEL EDGING
15 - 8'-10"			Barberry - Orange Rocket, Berberis thunbergii 'Orange Rocket'	12" GRAVEL FOUNDATION BORDER	460 s.f.		645 lf.
15 - 10'-12"			Buckthorn - Tallhedge, Rhamnus frangula 'Tallhedge'		5,360 lf		
10 - 12'+			Dogwood - Kelsey, Cornus sericea 'Kelsey'		228 lf		
			Peking Cotoneaster, Cotoneaster acutifolius				
			Snowberry, Symphoricarpos albus				
			Spiraea - Fritschiana, Spiraea fritschiana				
			Spiraea - Tor Birchleaf, Spiraea betulifolia 'Tor'				
			Sumac - Gro-Low, Rhus aromatica 'Gro-Low'				
			90 PERENNIALS				
			45 - 1 gal. SALVIA KINNICKINICK				
			45 - 2 gal. PENSTEMON SWEET WOODRUFF				
			COLUMBINE CREEPING MAHONIA				
			COREOPSIS CORAL BELLS				
			SEDUM				

LANDSCAPE & PLANTING NOTES:

- LOCATIONS OF PROPOSED PLANT MATERIALS ARE APPROXIMATE AND MUST BE FIELD VERIFIED PRIOR TO INSTALLATION. LOCATIONS SHOWN ON THE PLAN MAY VARY BASED ON EXISTING FIELD CONDITIONS. CONSULT LANDSCAPE ARCHITECT PRIOR TO INSTALL.
- ANY UTILITY LOCATIONS ARE APPROXIMATE AND MUST BE LOCATED AND VERIFIED IN THE FIELD PRIOR TO ANY EXCAVATION WORK INCLUDING INSTALLATION OF PLANT MATERIALS.
- ALL PLANTING AREAS TO BE AERATED AFTER CONSTRUCTION AND PRIOR TO INSTALLATION OF PLANT MATERIALS.
- ALL PLANT MATERIALS TO COMPLY WITH THE AMERICAN ASSOCIATION OF NURSERYMEN STANDARDS.
- ALL PLANT MATERIAL SUBJECT TO AVAILABILITY.
- REFER TO ADDITIONAL MATERIALS AND SPECS INCLUDING IRRIGATION PLAN AND PERFORMANCE SPECIFICATIONS FOR ADDITIONAL INFORMATION.
- ALL LANDSCAPING TO BE IRRIGATED BY AN AUTOMATIC SPRINKLER SYSTEM.
- THIS PROJECT SHALL COMPLY WITH THE CITY OF KETCHUM FIRE PROTECTION AND DEFENSIBLE SPACE CHARACTERISTICS. TREE CROWNS EXTENDING TO WITHIN 10 FEET OF ANY STRUCTURE SHALL BE PRUNED TO MAINTAIN A MINIMUM HORIZONTAL CLEARANCE OF 10 FEET. TREE CROWNS WITHIN 30 FEET OF ANY STRUCTURE SHALL BE PRUNED TO REMOVE LIMBS LOCATED LESS THAN 6 FEET ABOVE THE GROUND SURFACE ADJACENT TO THE TREES. NON FIRE-RESISTIVE VEGETATION OR GROWTH SHALL BE KEPT CLEAR OF BUILDINGS AND STRUCTURES. IN SUCH A MANNER AS TO PROVIDE A CLEAR AREA FOR FIRE SUPPRESSION OPERATIONS. THE AREA 12" HORIZONTAL FROM THE BASE OF A WALL SHALL BE FINISHED IN A WAY TO PREVENT ANY VEGETATION GROWING, AND FOR VEGETATIVE DEBRIS TO BE EASILY REMOVED.

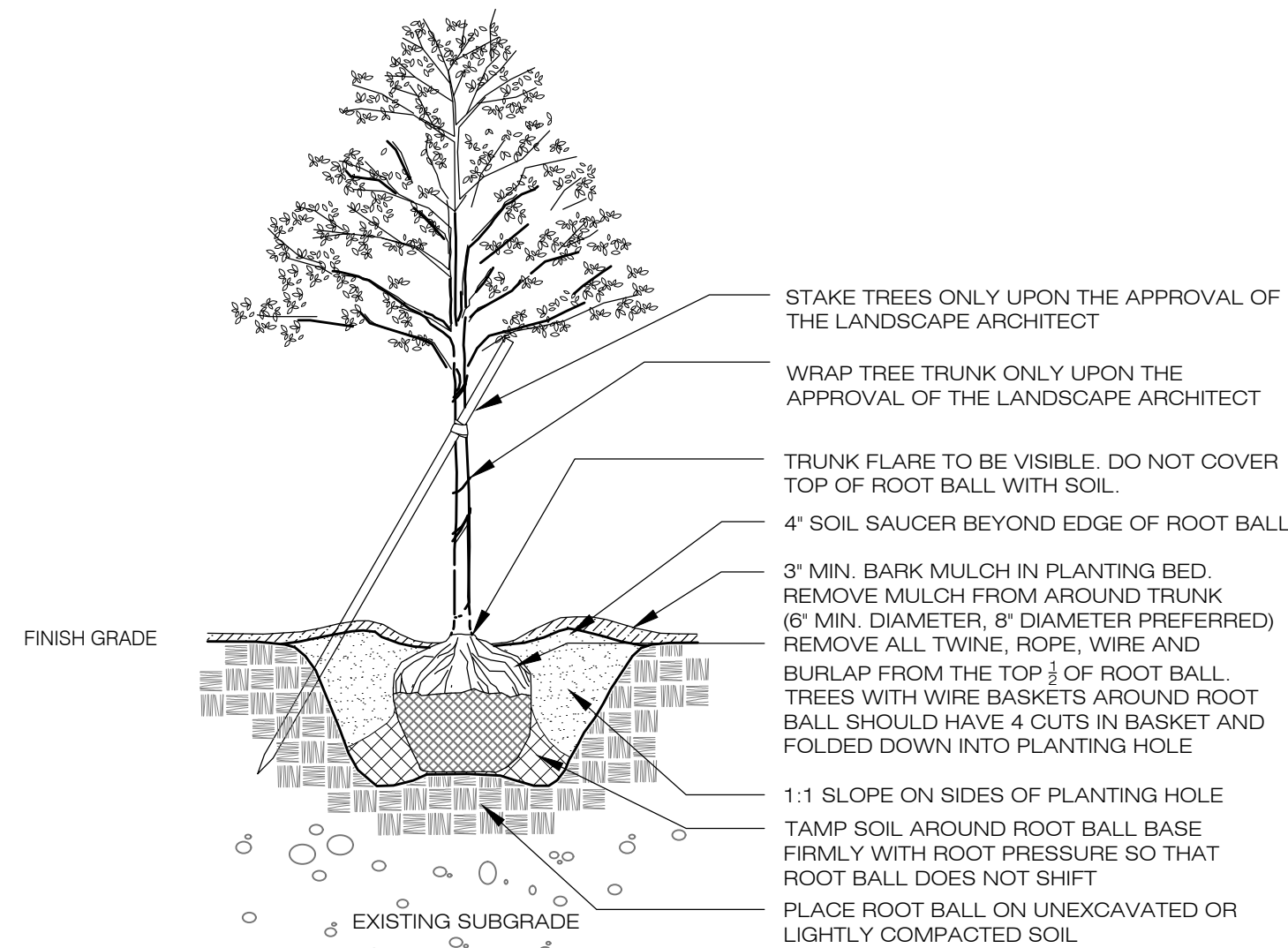


- a** revised: 3.14.22 Fence height
- b** revised: 3.14.22 Add screening plants
- c** revised: 3.14.22 width of driveway



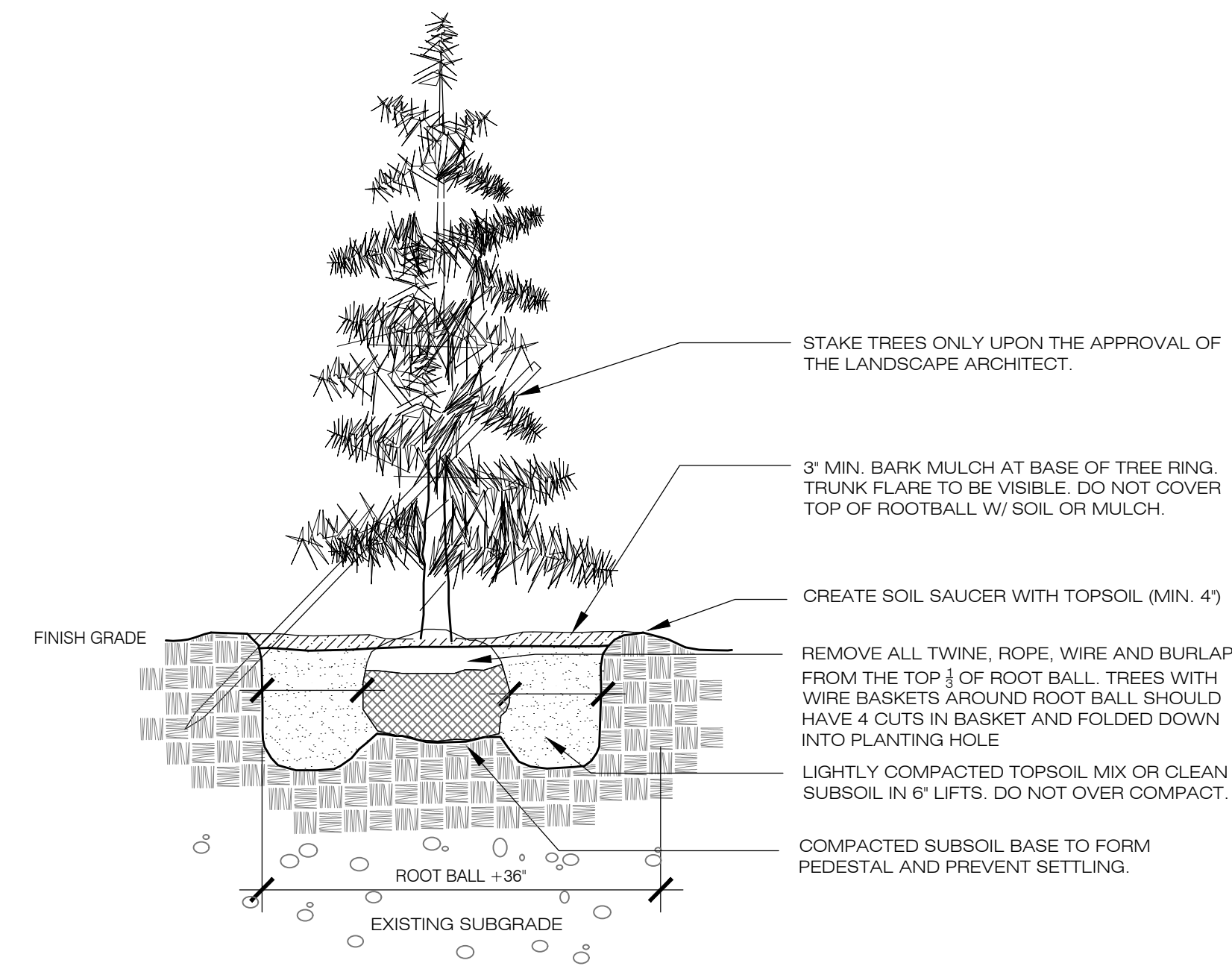
- NOTES:
1. COMPLETELY REMOVE ALL STRINGS, RIBBONS, TAGS AND OTHER FOREIGN OBJECTS FROM THE PLANT.
 2. ALL SHRUBS TO BE PLANTED IN BARK MULCH BEDS.
 3. PRUNE ALL BROKEN AND WEAK BRANCHES. PRUNE WHEN FIRST INSTALLED, EXCEPT IF PLANT IS IN BLOOM. ALL PRUNING MUST OCCUR WHEN PLANT IS NOT IN BLOOM.
 4. ALL SHRUBS TO BE COMPLETELY EXCAVATED OF ALL EXISTING SOIL TO REQUIRED DEPTH AND BACKFILLED WITH REQUIRED SOIL MIX.

SHRUB PLANTING DETAIL
SCALE: NTS



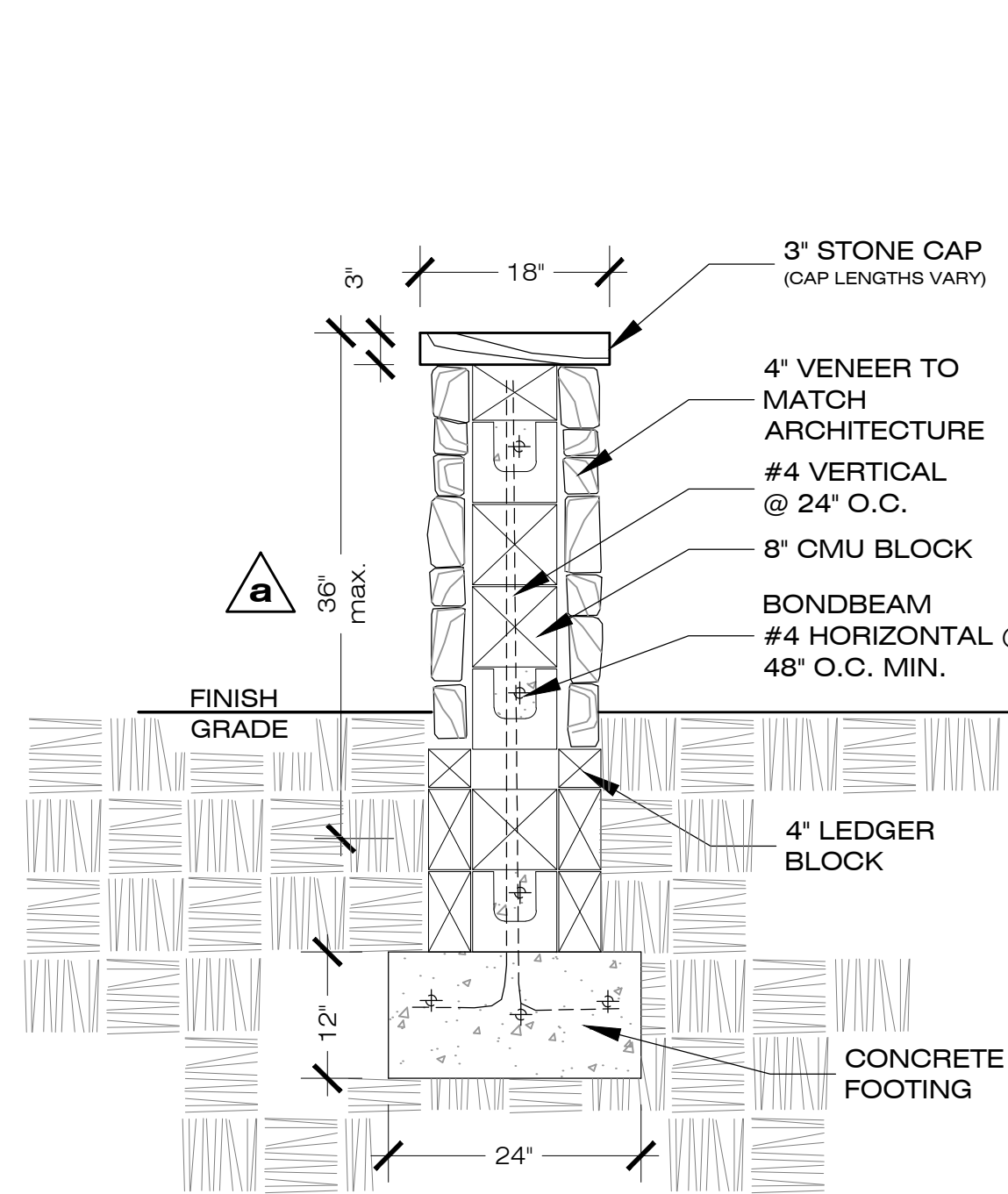
- NOTES:
1. SET TOP OF ROOT BALL FLUSH WITH FINISHED GRADE OR 1'-3" HIGHER IN SLOWLY DRAINING SOILS.
 2. DO NOT HEAVILY PRUNE TREE AT TIME OF PLANTING. PRUNE ONLY CROSSOVER LIMBS, CO-DOMINANT LEADERS, BROKEN OR DEAD BRANCHES. DO NOT REMOVE TERMINAL BUDS THAT EXTEND TO THE EDGE OF THE CROWN. DO NOT PRUNE MAIN LEADER.

DECIDUOUS TREE PLANTING DETAIL
SCALE: NTS

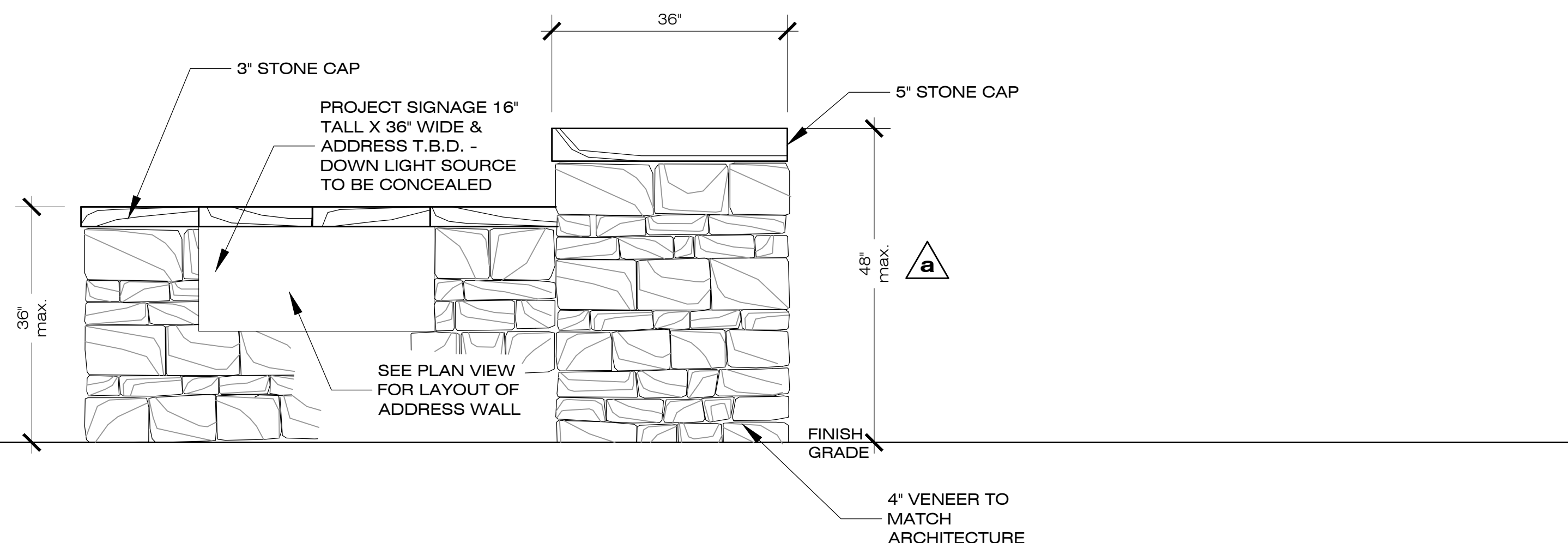


- NOTES:
1. DIG HOLE TWICE THE SIZE OF ROOT BALL.
 2. WHEN PLANTING PINE (PINUS) SPECIES IN SLOWLY DRAINING SOILS, SET TOP OF ROOT BALL 1'-3" HIGHER THAN THE EXISTING GRADE OR WITH OTHER EVERGREEN SPECIES.
 3. PRUNE ALL DEAD AND DAMAGED BRANCHES. DO NOT PRUNE MAIN LEADER. DO NOT PLANT IN EVENT MAIN LEADER IS DAMAGED UNLESS DIRECTED BY LANDSCAPE ARCHITECT.

EVERGREEN TREE PLANTING DETAIL
SCALE: NTS



Wall Section and Elevation Views
SCALE: $\frac{3}{4}'' = 1'-0''$



Entry Column and Wall Elevation
SCALE: $\frac{3}{4}'' = 1'-0''$

revised: 3.14.22
column and wall heights

SNOWBIRD TOWNHOMES I

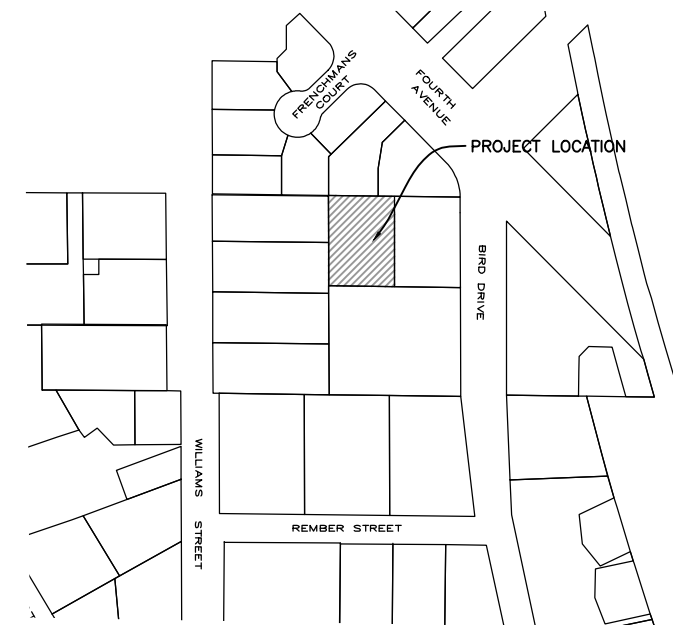
LOCATED WITHIN: SECTION 13, TOWNSHIP 4 NORTH, RANGE 17 EAST, B.M., CITY OF KETCHUM, BLAINE COUNTY, IDAHO

A TOWNHOUSE SUBDIVISION OF SNOWBIRD SUBDIVISION, LOT 1A, CREATING TWO SUBLOTS.

MARCH 2022 PRELIMINARY PLAT

OWNER OF RECORD

SCOTT J. EDWARDS
13019 NAOMILAWN DRIVE SOUTHWEST
LAKEWOOD, WA 98498



VICINITY MAP
NOT TO SCALE

SURVEYOR'S NARRATIVE:

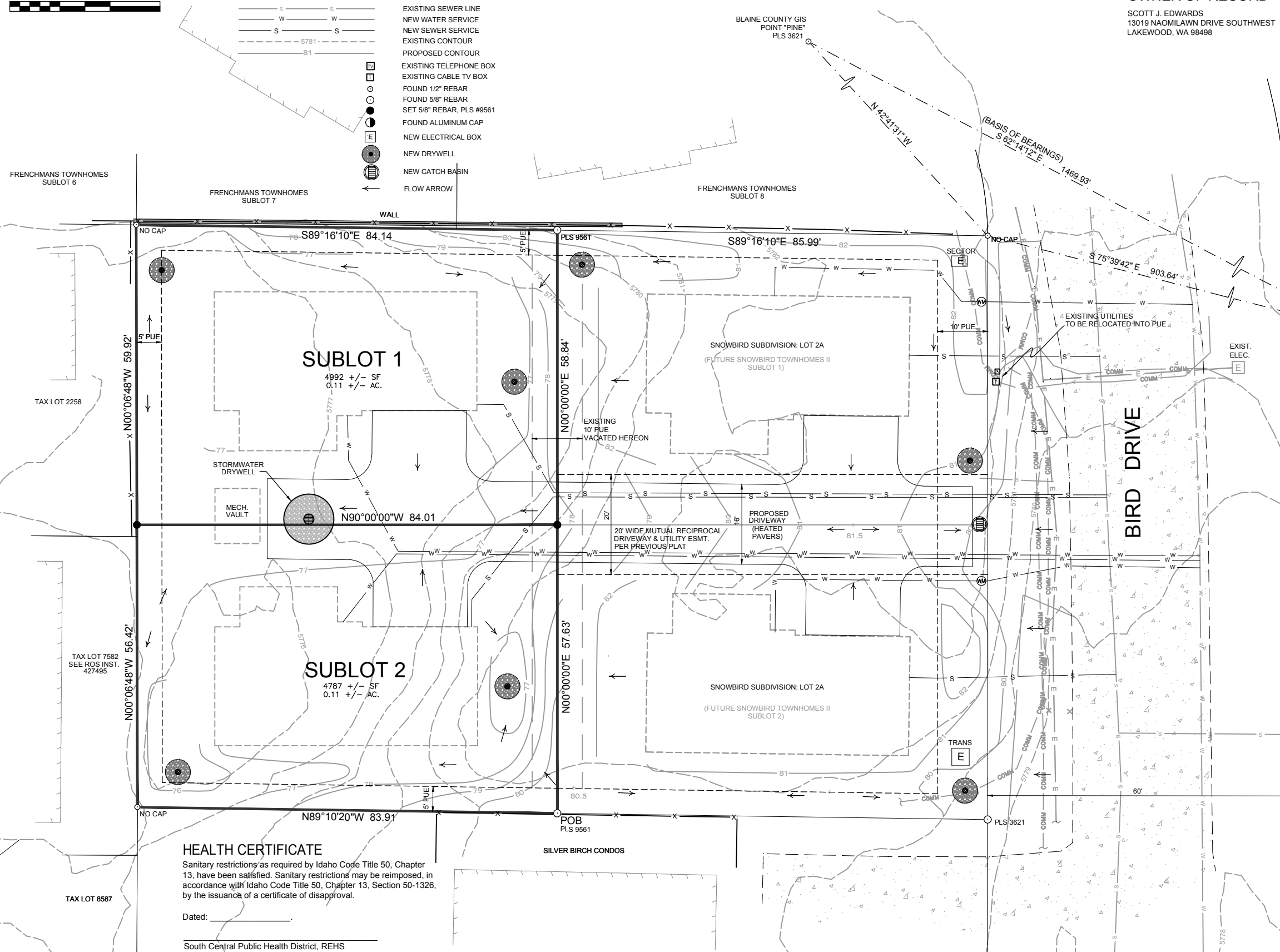
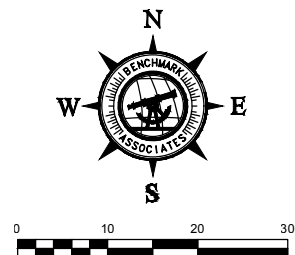
- THE PURPOSE OF THIS PLAT IS TO CREATE TWO TOWNHOUSE SUBLOTS. FOUND MONUMENTS WERE ACCEPTED AS EITHER ORIGINAL OR REPLACEMENTS OF ORIGINAL CORNERS.
- DIMENSIONS SHOWN HEREON ARE MEASURED. FOR RECORD DIMENSIONS, SEE REFERENCED SURVEYS.
- DOCUMENTS USED IN THE COURSE OF THIS SURVEY:
 - ORIGINAL PLAT OF "SNOWBIRD SUBDIVISION", INST. NO. 321440.
 - REPLAT OF "SNOWBIRD SUBDIVISION: LOTS 1A & 2A", INST. NO. _____

NOTES:

- THE TOWNHOME DECLARATION FOR SNOWBIRD TOWNHOMES WAS RECORDED AS INST. NO. _____, RECORDS OF BLAINE COUNTY, IDAHO.
- THE PHASED DEVELOPMENT AGREEMENT FOR SNOWBIRD TOWNHOMES WAS RECORDED AS INST. NO. _____, RECORDS OF BLAINE COUNTY, IDAHO.
- ALL TOWNHOME 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.
- A 10 FOOT WIDE PUBLIC UTILITY EASEMENT EXISTS CENTERED UPON ALL SIDE AND REAR LOT LINES PER ORIGINAL PLAT. A 10-FOOT WIDE PUBLIC UTILITY EASEMENT EXISTS ALONG FRONT PROPERTY LINE PER PREVIOUS PLAT.
- A 20 FOOT WIDE MUTUAL RECIPROCAL DRIVEWAY & UTILITY EASEMENT TO BENEFIT SNOWBIRD SUBDIVISION, LOT 2A & SNOWBIRD TOWNHOMES I, SUBLOTS 1 & 2 EXISTS PER PREVIOUS PLAT.
- CURRENT ZONING IS GR-L, GENERAL RESIDENTIAL LOW DENSITY.
- A POWERLINE EASEMENT WAS RECORDED JULY 8, 1963 AS INST. NO. 118840, RECORDS OF BLAINE COUNTY, IDAHO.
- GARAGE(S) MAY NOT BE CONDOMINIUMIZED, SOLD AND/OR OWNED SEPARATE FROM THE CORRESPONDING DWELLING UNIT WITHIN THE TOWNHOUSE DEVELOPMENT.
- EXISTING UTILITIES ARE PER SURFACE EVIDENCE & CITY OF KETCHUM RECORDS & ARE APPROXIMATE. OTHER UNDERGROUND UTILITIES MAY EXIST.
- PROPOSED UTILITIES, CONTOURS & DRAINAGE PER CIVIL & LANDSCAPE PLANS.
- CONTOUR INTERVAL: 1' - CONTOURS IN AREAS OF DENSE VEGETATION MAY DEVIATE FROM TRUE ELEVATION BY ONE HALF THE HEIGHT OF THE VEGETATION. DATE OF LIDAR FLIGHT FOR CONTOURS: 2017.

LEGEND:

- PROPERTY LINE
- EASEMENT LINE
- EASEMENT LINE VACATED
- APPROXIMATE BUILDING FOOTPRINT
- BLAINE COUNTY GIS TIE
- APPROXIMATE EXISTING BUILDING
- EDGE PAVEMENT
- EXISTING WOOD FENCE
- EXISTING ELECTRIC LINE
- EXISTING COMMUNICATION LINE
- EXISTING WATER LINE
- EXISTING SEWER LINE
- NEW WATER SERVICE
- NEW SEWER SERVICE
- EXISTING CONTOUR
- PROPOSED CONTOUR
- EXISTING TELEPHONE BOX
- EXISTING CABLE TV BOX
- FOUND 1/2" REBAR
- FOUND 5/8" REBAR
- SET 5/8" REBAR, PLS #9561
- FOUND ALUMINUM CAP
- NEW ELECTRICAL BOX
- NEW DRYWELL
- NEW CATCH BASIN
- FLOW ARROW

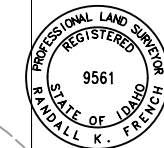


HEALTH CERTIFICATE

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

Dated: _____

South Central Public Health District, REHS

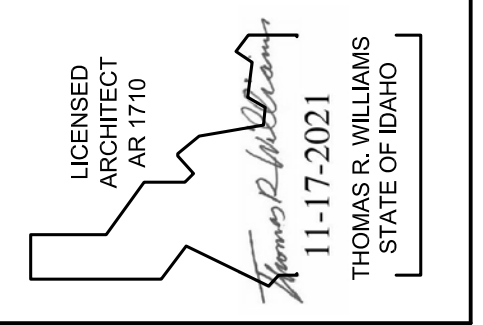
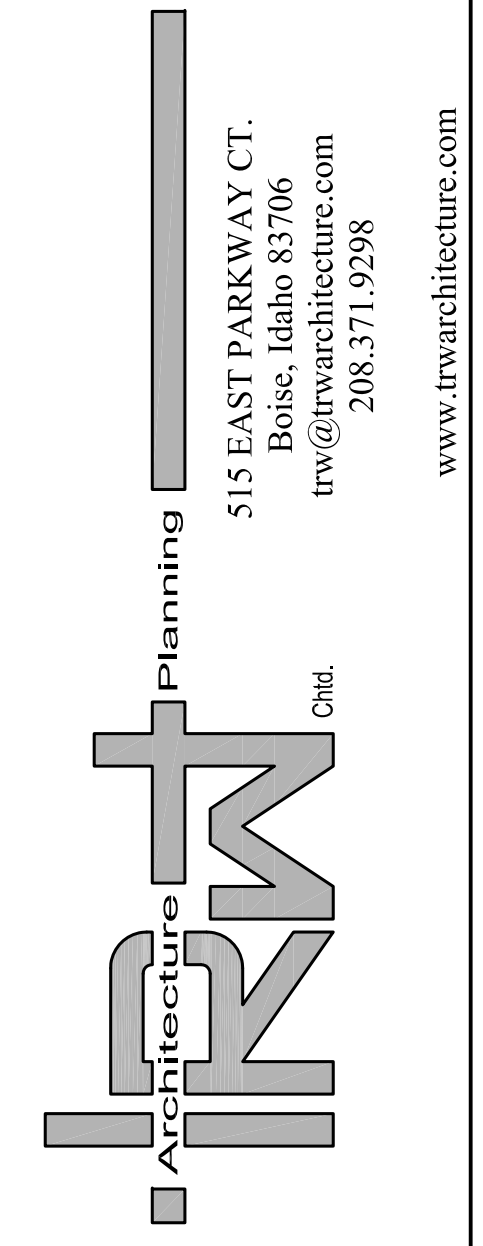


SNOWBIRD TOWNHOMES I		
LOCATED WITHIN SECTION 13, TOWNSHIP 4 NORTH, RANGE 17 EAST, B.M., CITY OF KETCHUM, BLAINE COUNTY, IDAHO		
PREPARED FOR: SCOTT J. EDWARDS		
PROJECT NO. 21070	DWG BY: DWS/CP/L	21070PH1.DWG
PRELIMINARY PLAT	DATE: 03/21/2022	SHEET: 1 OF 1

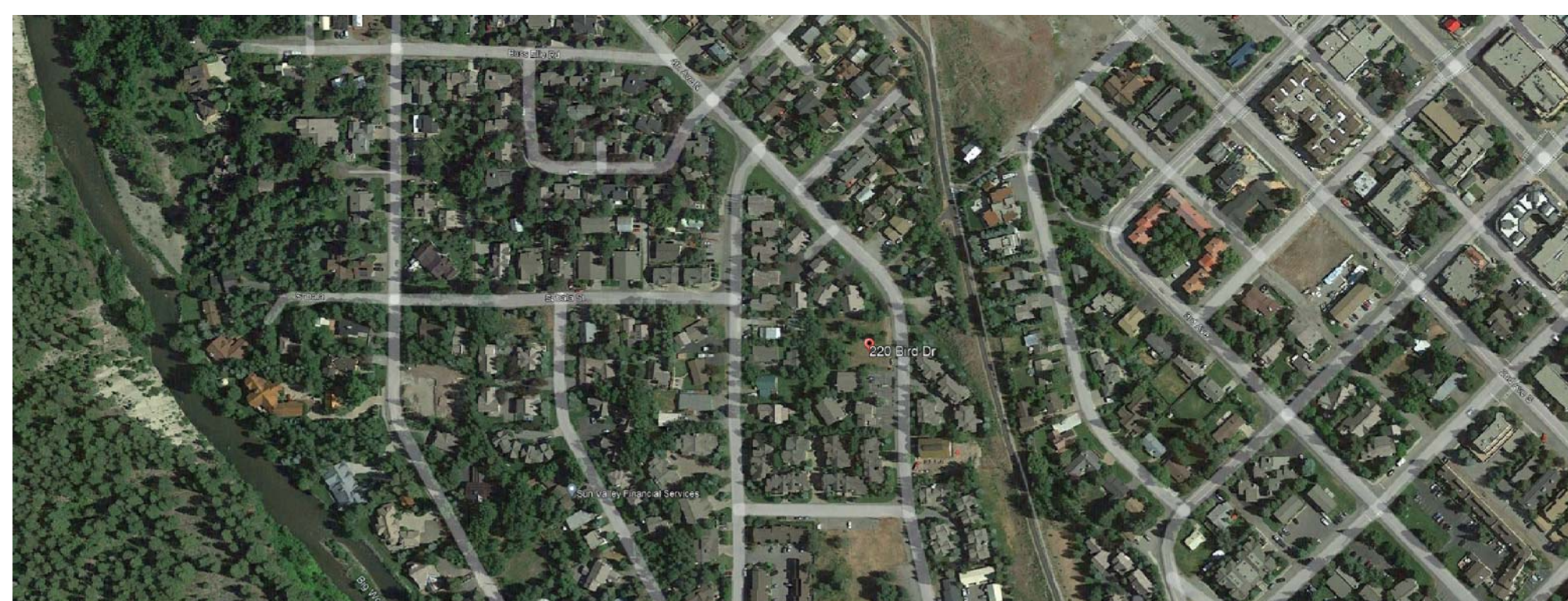


SNOWBIRD TOWNHOMES

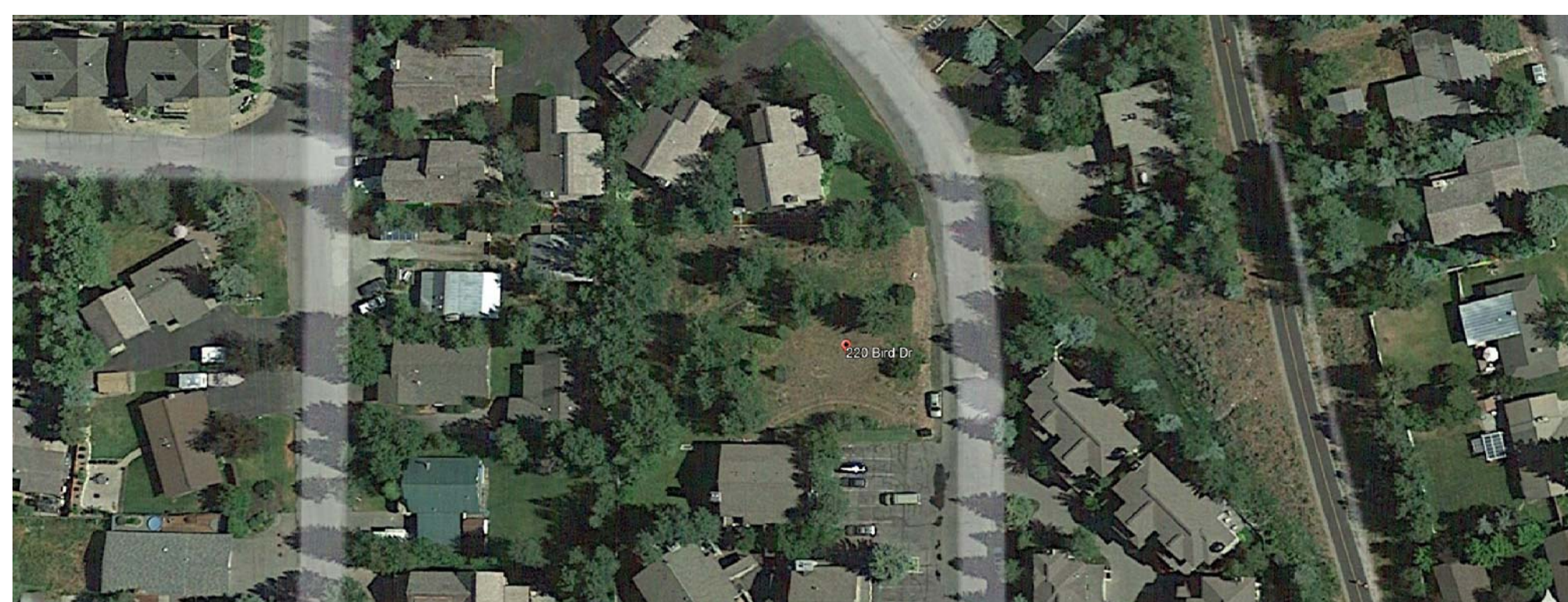
Ketchum, Idaho



PROJECT LOCATION



AREA MAP



VICINITY MAP

BUILDING CODE

ALL WORK SHALL MEET OR EXCEED THE CURRENT ADOPTED CODES:

- KETCHUM MUNICIPAL CODE
- THE INTERNATIONAL RESIDENTIAL CODE (IRC), 2018 EDITION, AS AMENDED BY THE IDAHO BUILDING CODE BOARD, PARTS I-III AND IX, INCLUDING APPENDIX F, RADON CONTROL METHODS
- THE INTERNATIONAL ENERGY CONSERVATION CODE (IECC), 2018 EDITION, AS MANDATED BY THE IDAHO BUILDING CODE BOARD
- THE INTERNATIONAL FIRE CODE, 2018 EDITION, INCLUDING APPENDIX CHAPTERS B-F PUBLISHED BY THE INTERNATIONAL CODE COUNCIL
- PROVIDE COMPLIANCE WITH THE KETCHUM MUNICIPAL CODE, CHAPTER 15.08 REQ'D
- ALL OUTDOOR LIGHT FIXTURES TO COMPLY WITH THE CITY OF KETCHUM DARK SKY ORDINANCE
- PROVIDE APPROVED AUTOMATIC SPRINKLER SYSTEM MEETING APPLICABLE CODES

PROJECT DATA

PROJECT LOCATION: 220 BIRD DRIVE
KETCHUM, IDAHO 83340

PROJECT DESCRIPTION:

LEGAL DESCRIPTION: SNOWBIRD SUB LOT 2 BLK 1

SIZE: LOT 2A: .23 ACRES = 10,022 SF +/-
(10,022 SF - 1,873 SF OF DRIVEWAY = 8,149 SF)

ZONE: GR-1

OCCUPANCY GROUP: 2 TOWNHOMES

TYPE OF CONSTRUCTION: TYPE V-B

STORIES: 3 STORIES

MAXIMUM BUILDING HEIGHT: 34'-4" (unit 1, lot 2a)

ZONING: CITY NO

NATIONAL WETLANDS INVENTORY: NO

MOUNTAIN OVERLAY DISTRICT: NO

PARCEL DETERMINATION: NO

LOT 2A SQUARE FOOTAGE SUMMARY

1st LEVEL	1,385 SF
2nd LEVEL	1,375 SF
3rd LEVEL	941 SF
TOTAL	3,701 SF

BUILDING COVERAGE / OPEN SPACE
1,420 SF / 8,149 SF = 17.42%
X2 BUILDINGS = 34.84% TOTAL

CONTACTS DIRECTORY

OWNERS:
SCOTT EDWARDS
13019 NAOMILAWN DR SW
LAKEWOOD, WA 98498

ARCHITECT:
TRW ARCHITECTURE CHTD.
TOM WILLIAMS
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STRUCTURAL ENGINEER:
FROST STRUCTURAL ENGINEERING
MARKELL BATEMAN, P.E.
1020 E LINCOLN ROAD
IDAHO FALLS, ID 83401
208.227.8406
contact@frost-structural.com

SHEET INDEX

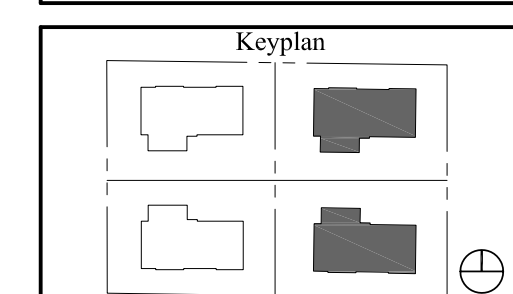
ARCHITECTURAL PROJECT DATA		LANDSCAPE	
A0.0	TITLE SHEET	L-1.1	GRADING PLAN
C1	GRADING & DRAINAGE PLAN	L-1.2	LANDSCAPE PLAN
C2	UTILITY PLAN	L-1.3	DETAILS
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A1.0	ARCHITECTURAL SITE PLAN		
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SNOWBIRD TOWNHOMES
LOT 2A
 220 BIRD DRIVE
 LOTS 1 & 2, SNOWBIRD SUBDIVISION
 KETCHUM, IDAHO 83340

2021 17

Date: 03/15/2022
 Drawn By: RJS
 Checked By: TW

Revisions	



A0.0

Title Sheet 101



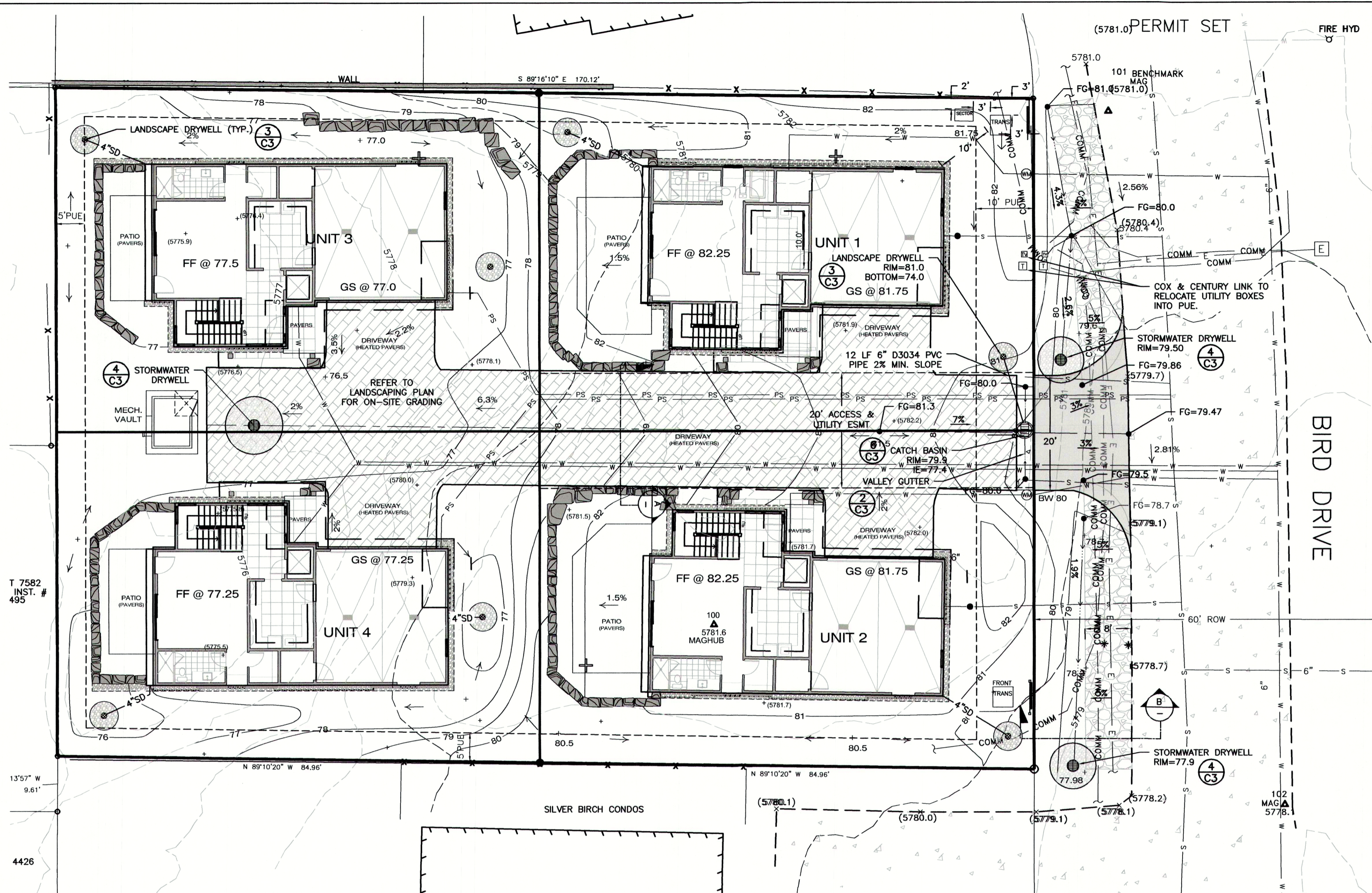
VICINITY MAP
NOT TO SCALE

GENERAL NOTES

- CONTRACTOR SHALL FIELD VERIFY LOCATION OF ALL EXISTING UTILITIES BEFORE COMMENCING CONSTRUCTION. ANY CONFLICT SHALL BE BROUGHT TO THE ATTENTION OF THE ENGINEER.
- CONTRACTOR SHALL NOTIFY DIGLINE (1-800-342-1585) AT LEAST 48 HOURS PRIOR TO BEGINNING CONSTRUCTION ACTIVITIES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ANY DAMAGE TO EXISTING UTILITIES ENCOUNTERED DURING CONSTRUCTION.
- CONTRACTOR SHALL BE RESPONSIBLE FOR DUST CONTROL DURING THE CONSTRUCTION OF ALL ITEMS HEREON. DUST CONTROL SHALL BE CONTINUOUS DURING CONSTRUCTION, 24 HOURS PER DAY 7 DAYS PER WEEK.
- CONTRACTOR SHALL ASSURE POSITIVE DRAINAGE AWAY FROM THE HOUSE.
- ALL WORK WITHIN THE CITY RIGHT OF WAY SHALL CONFORM TO CITY OF KETCHUM STANDARDS.

LEGEND

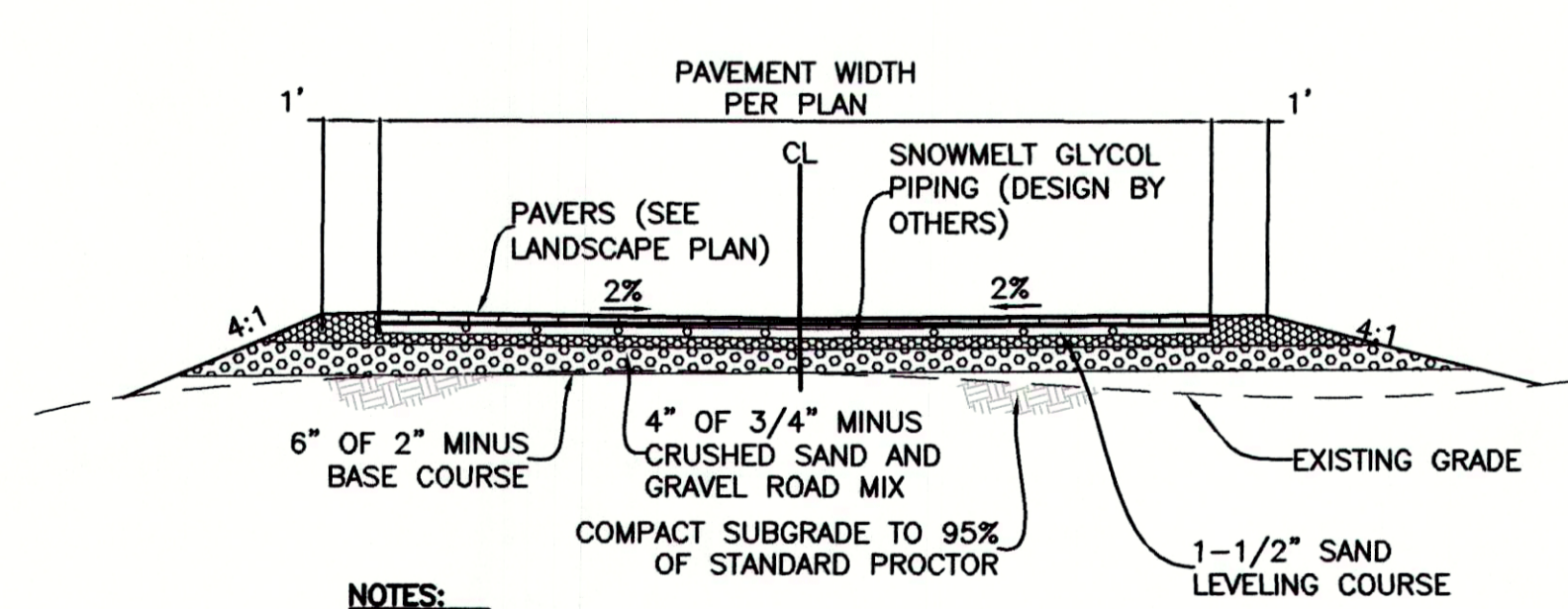
	EXISTING	PROPOSED
PROPERTY LINE	---	---
ADJOINING PROPERTY LINE	---	---
CENTERLINE	---	---
FENCE	-S-	-S-
SEWER	-S-	-PS-
PRESSURE SEWER	-S-	-PS-
SEWER MANHOLE	○	○
SEWER CLEANOUT	○	○
WATER	-W-	-W-
WATER METER	○	○
GAS	-G-	-G-
POWER	-E-	-E-
OVERHEAD POWER	-OHP-	-OHP-
TELEPHONE	-TV-	-TV-
CABLE TV LINE	-TV-	-TV-
CONTOUR	---5775---	---75---
SAWCUT LINE	---	---
FLOW LINE	---	---
LANDSCAPE DRYWELL	○	○
DRIVEWAY DRYWELL	○	○
STORM DRAIN PIPE	4"SD	4"SD
DOWN SPOUT	DS	DS
ASPHALT PAVEMENT	▨	▨
PAVERS	▨	▨
GRAVEL	▨	▨
FG	FINISHED GRADE	
EG	EXISTING GROUND	
GB	GRADE BREAK	



T 7582
INST. #
495

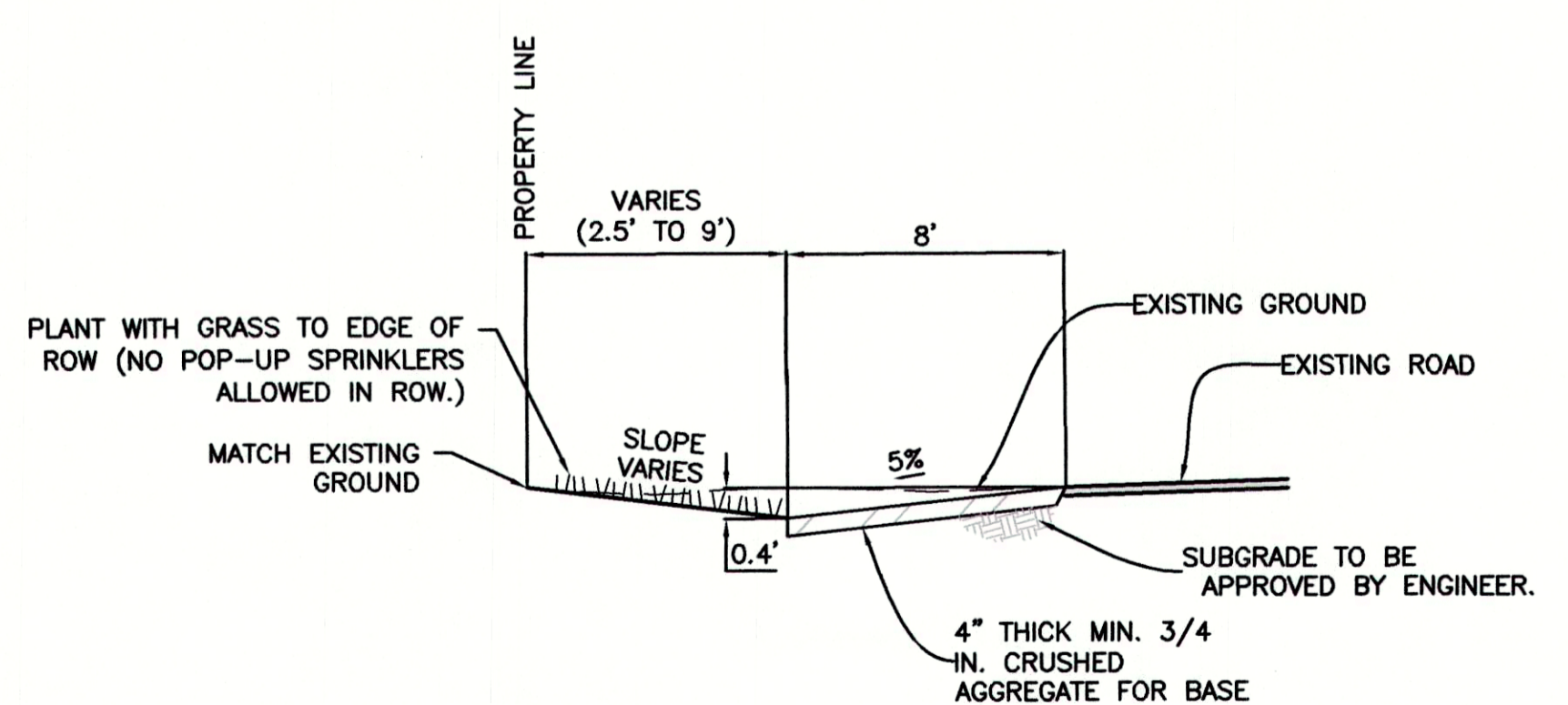
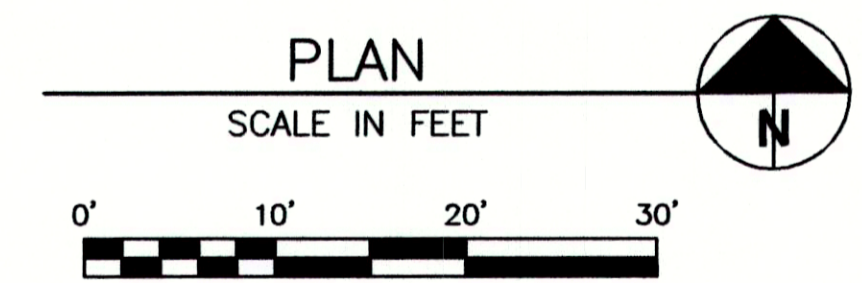
13°57' W
9.61"

4426



- NOTES:**
- COMPACT DRIVEWAY SUBGRADE AND ALL STRUCTURAL FILL MATERIAL TO AT LEAST 95% OF THE MAXIMUM DENSITY OF EACH MATERIAL ACCORDING TO STANDARD PROCTOR ASTM D-698.

A DRIVEWAY SECTION
SCALE: NONE



B ROAD SHOULDER SECTION
SCALE: NONE



NO.	DESCRIPTION	DATE	BY



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BENCHMARK ASSOCIATES, P.A.
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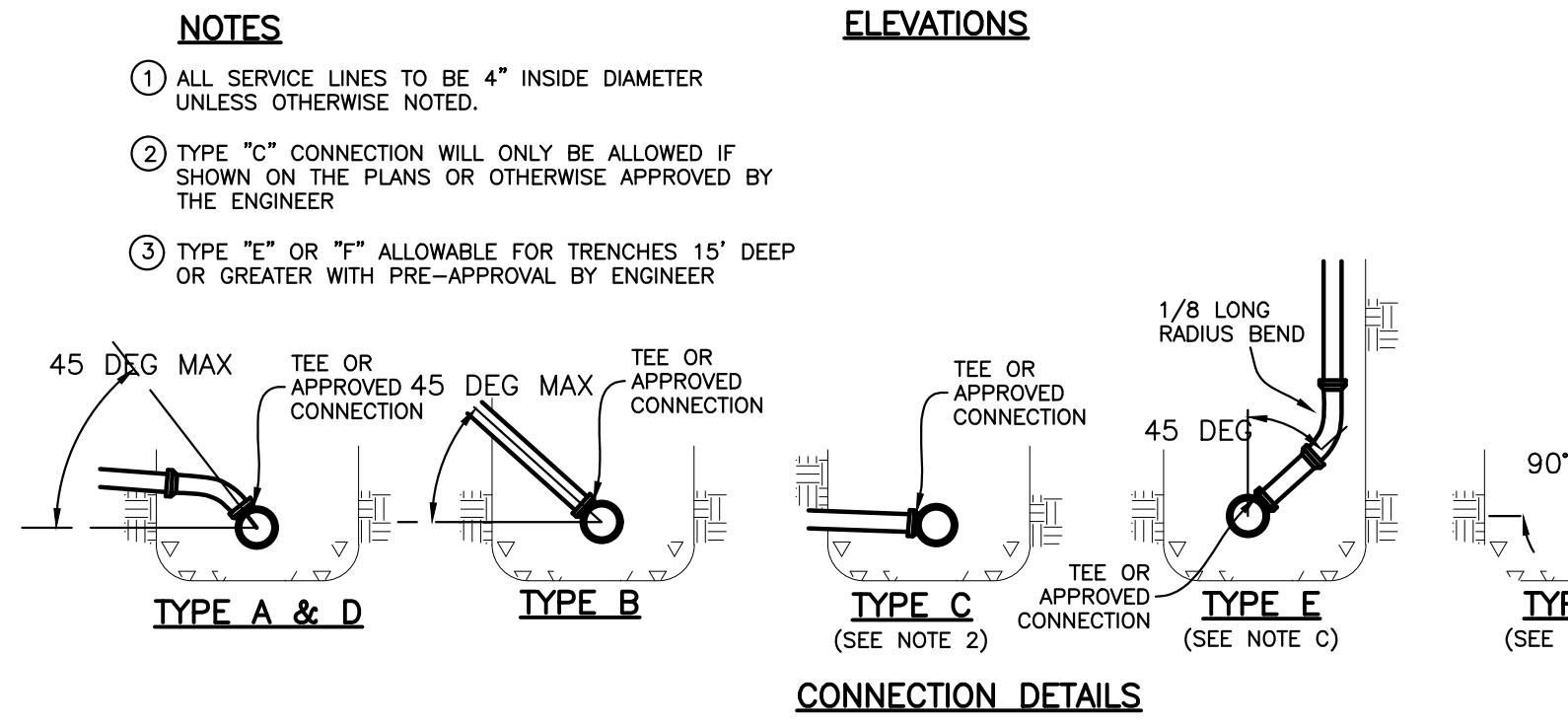
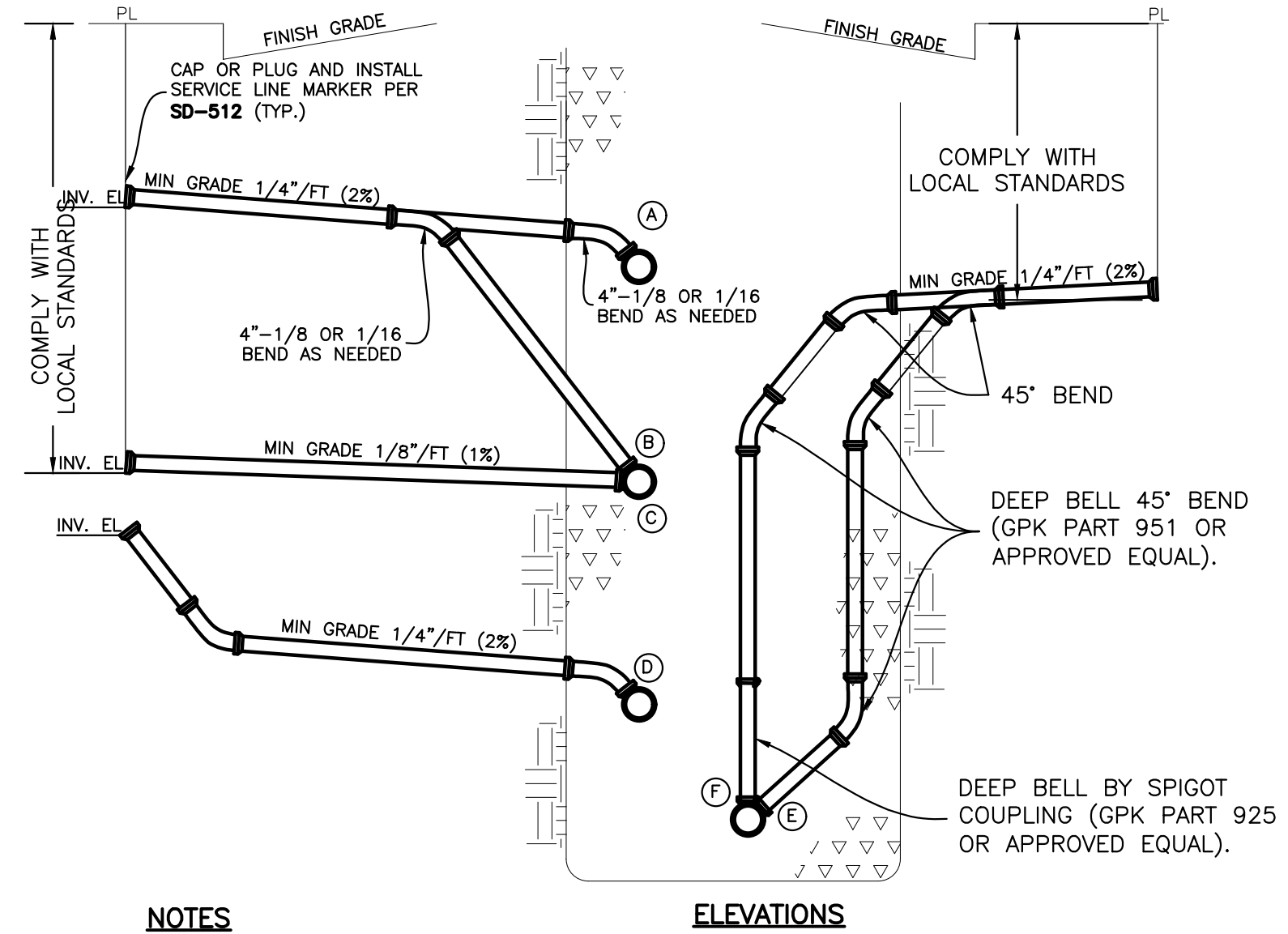
GRADING & DRAINAGE PLAN
SNOWBIRD TOWNHOMES
T4N, R17E, SEC 13, B.M., CITY OF KETCHUM, IDAHO
PREPARED FOR: SCOTT J. EDWARDS

DRAWN BY: PLJ
DESIGNED BY: PLJ
CHECKED BY: GLM
DATE: 3/21/22
PROJECT NO.: 21070

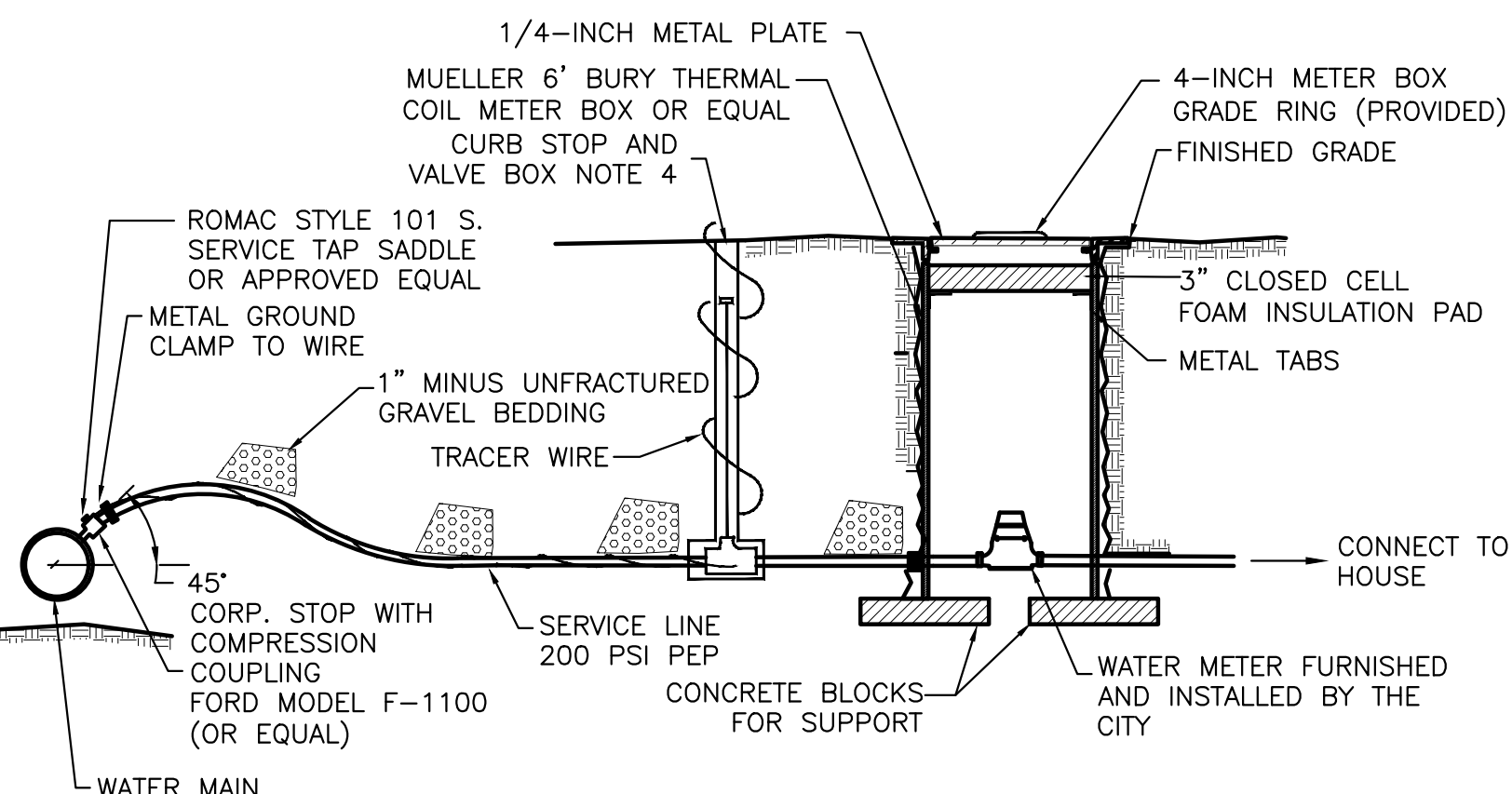
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C1

PROFESSIONAL ENGINEER
 SCOTT J. EDWARDS
 STATE OF IDAHO
 PRICED JOHANNESSEN
 17661
 6/25/21

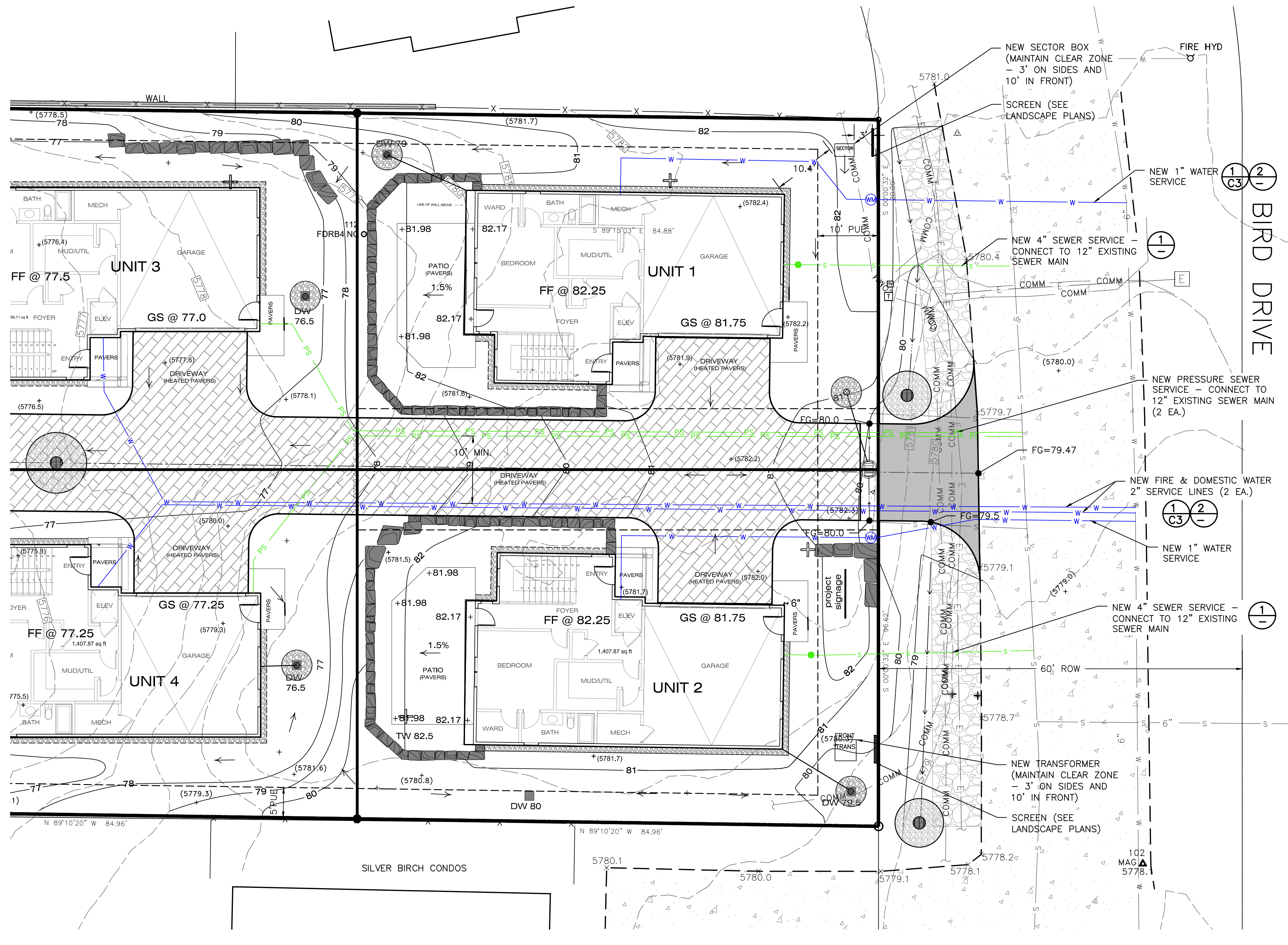


1 STANDARD SEWER SERVICE LINES
 SCALE: NONE



- NOTES**
1. WATER SERVICE LINE SHALL HAVE A 6' MIN. BURY DEPTH
 2. SERVICE LINE SHALL BE 1" DIAMETER POLYETHYLENE PIPE UNLESS OTHERWISE SPECIFIED.
 3. WATER SERVICE LINES SHALL BE BEDDED WITH 1" MINUS UNFRACTURED GRAVEL. BEDDING SHALL BE INSTALLED 4" UNDER THE PIPE AND 6" OVER THE PIPE.
 4. FORD MODEL B-111 RESILIENT SEAT, CURB BALL VALVE (OR EQUAL), FORD EXTENSION CURB BOX WITH ARCHED BASE, 1-INCH UPPER SECTION, AND 2 HOLE "ERIE" PATTERN LID.

2 WATER SERVICE AND METER CONNECTION
 SCALE: N.T.S.



NO.	REVISIONS	DESCRIPTION	DATE	BY
1				
2				



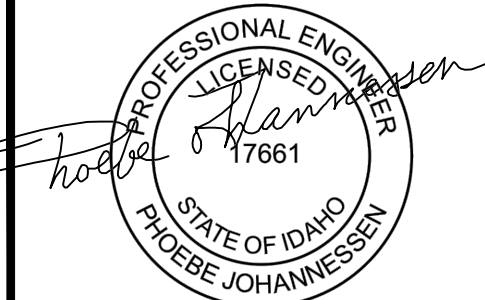
PREPARED BY:
 BENCHMARK ASSOCIATES, P.A.
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UTILITY PLAN
 SNOWBIRD TOWNHOMES
 T4N, R17E, SEC 13, B.M., CITY OF KETCHUM, IDAHO
 PREPARED FOR: SCOTT J. EDWARDS

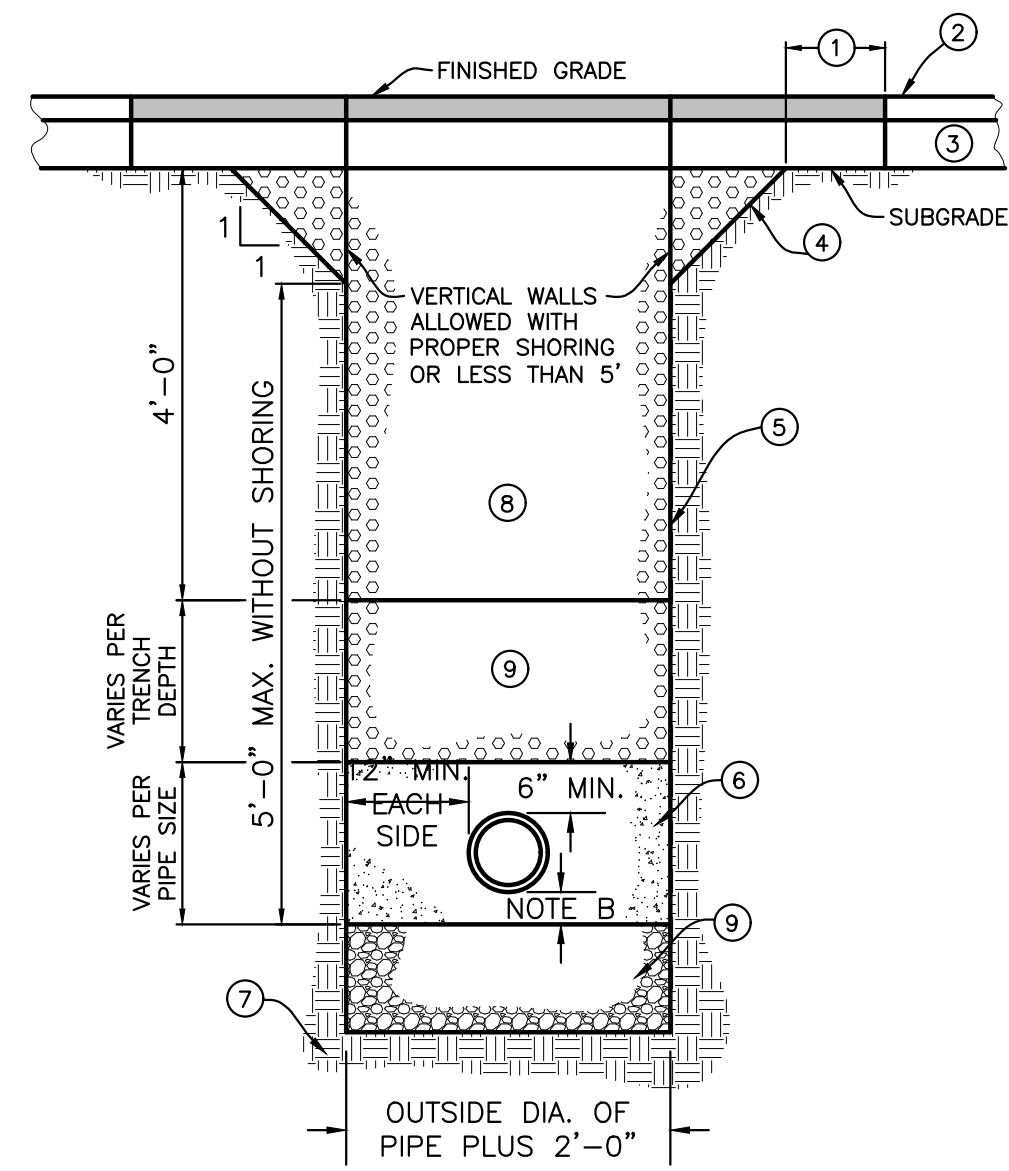
DRAWN BY: PLJ
 DESIGNED BY: PLJ
 CHECKED BY: GLM
 DATE: 6/25/21
 PROJECT NO.: 21070

DRAWING NO.

C2



6/25/21



LEGEND

① 6" MIN. REQUIRED BOTH SIDES & SHALL BE SAWCUT.
 ② EXISTING SURFACE. (REPAIR ASPHALT TO MATCH EXISTING. (3" MINIMUM COMPACTED)
 ③ EXISTING BASE.
 ④ TRENCH BACK SLOPE
 ⑤ VERTICAL TRENCH WALLS, SHORING PER O.S.H.A.
 ⑥ PIPE BEDDING PER ISPMC SECTION-305 (SEE SD-302).
 ⑦ UNDISTURBED SOIL
 ⑧ LEAN CONCRETE
 ⑨ LOWER COMPACTION ZONE

NOTES

A TRENCH EXCAVATION PER ISPMC SECTION-301.
 B BACKFILL AND COMPACTION PER ISPMC SECTION-306.

DESCRIPTION AND CONSTRUCTION REQUIREMENTS:

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

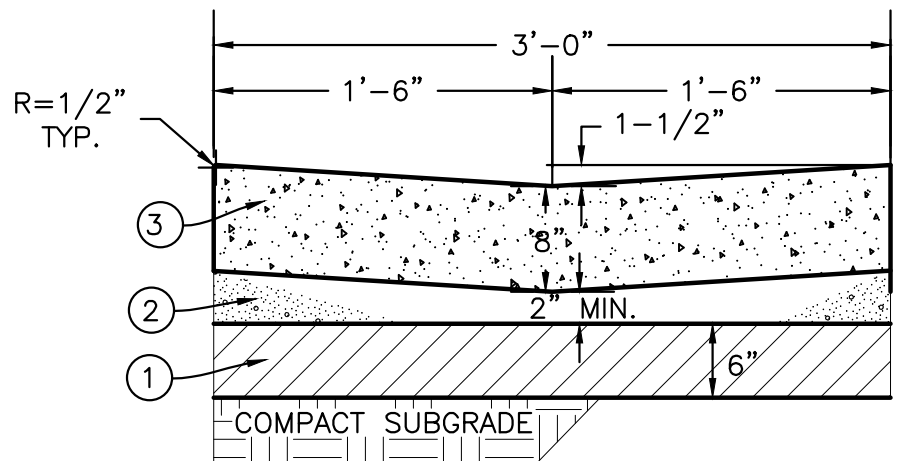
COARSE AGGREGATE (3/4" MINUS)	2,600 LBS
SAND	800 LBS
PORTLAND CEMENT	94 LBS
WATER	11 GAL. (MAX.)

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

NO COMPACTION, VIBRATION OR FINISHING IS REQUIRED. THE LEAN CONCRETE MIX SHALL BE STRUCK OFF AT OR BELOW THE ELEVATION OF THE PLANT MIX SURFACING WITH A SQUARE-NOSE SHOVEL OR SIMILAR HAND TOOL. THE BACKFILL MIX SHALL BE ALLOWED TO SET FOR A MINIMUM OF 2 HOURS BEFORE THE PERMANENT PLANT MIX SURFACING IS PLACED TO COMPLETE THE TRENCH REPAIR.

TEMPORARY PLACEMENT OF ASPHALT COLD MIX SURFACING MAY BE NECESSARY TO ACCOMMODATE TRAFFIC WITHIN THE FIRST 2 HOURS OF BACKFILL PLACEMENT PRIOR TO COMPLETING THE PERMANENT REPAIR.

1 TRENCH REPAIR IN CITY STREET
 C2 SCALE: NONE



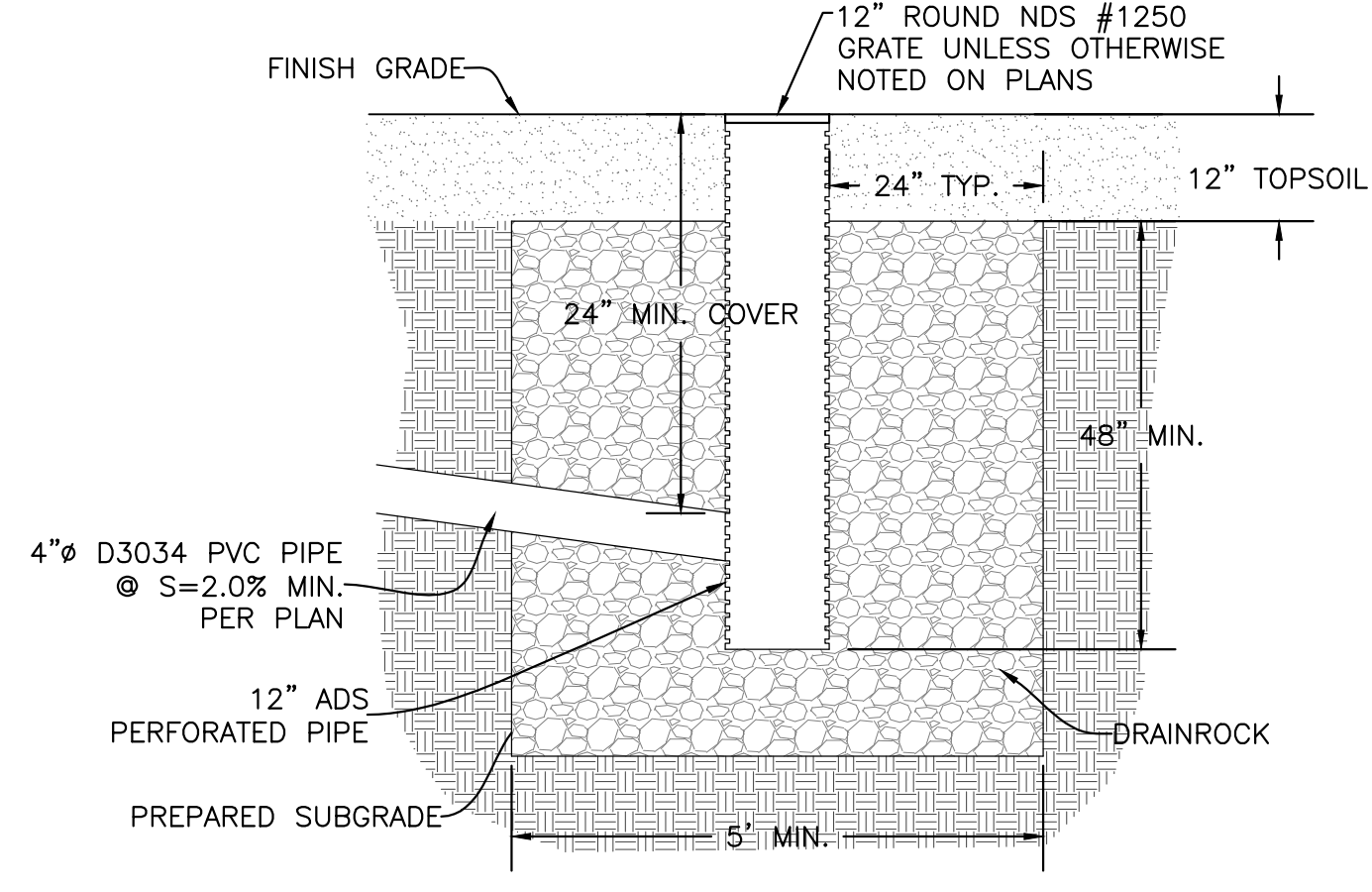
LEGEND

① 2" TYPE II SUBBASE
 ② 3/4" TYPE I AGGREGATE BASE
 ③ CONCRETE

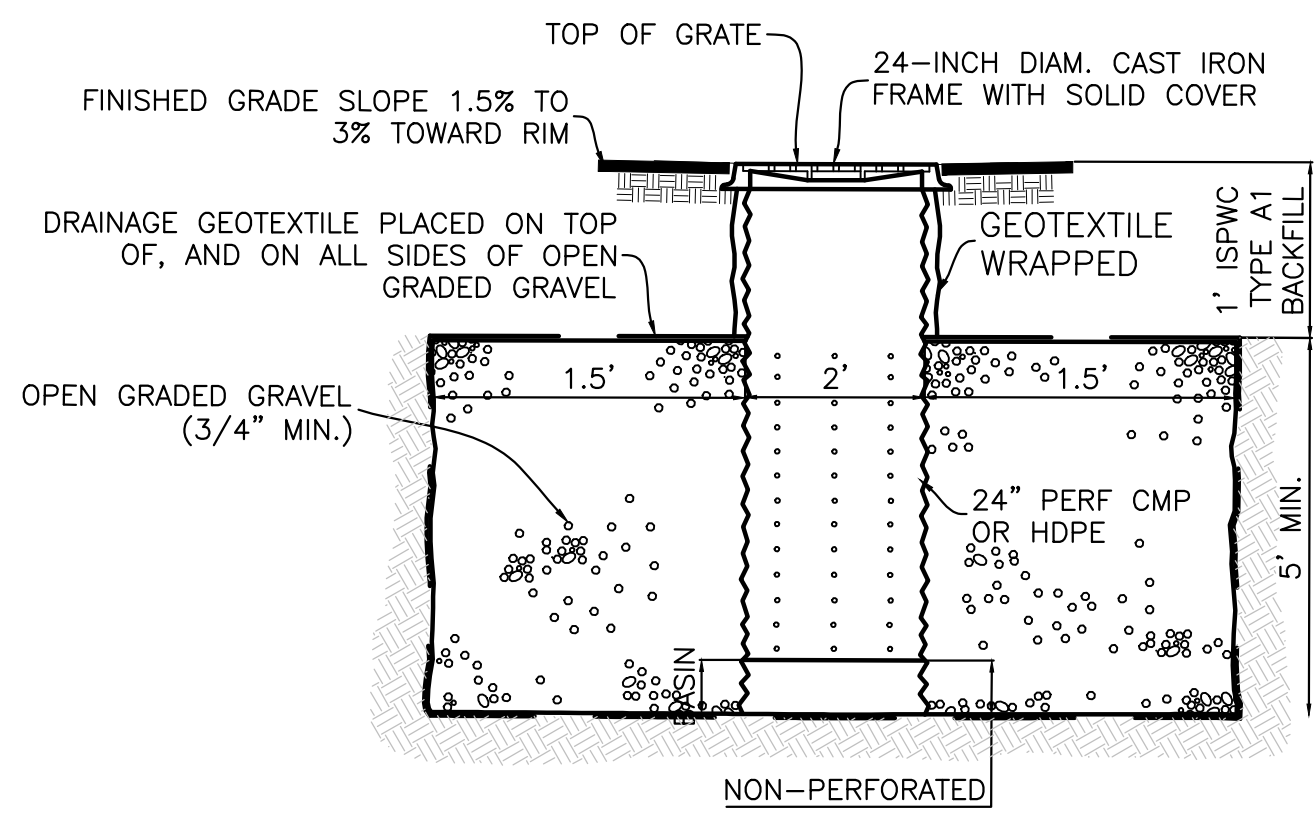
NOTES:

A GRADE OF GUTTER MINIMUM 0.5%.
 B 1/2-INCH PREFORMED EXPANSION JOINT MATERIAL (AASHTO M 213. AT TERMINAL POINTS OF RADII.
 C SCORE INTERVALS - 10' MAXIMUM SPACING.
 D MATERIALS SHALL CONFORM WITH CURRENT ISPMC STANDARDS, DIVISION 800 AGGREGATES AND ASPHALT.

2 36" CONCRETE VALLEY GUTTER
 C1 SCALE: N.T.S.



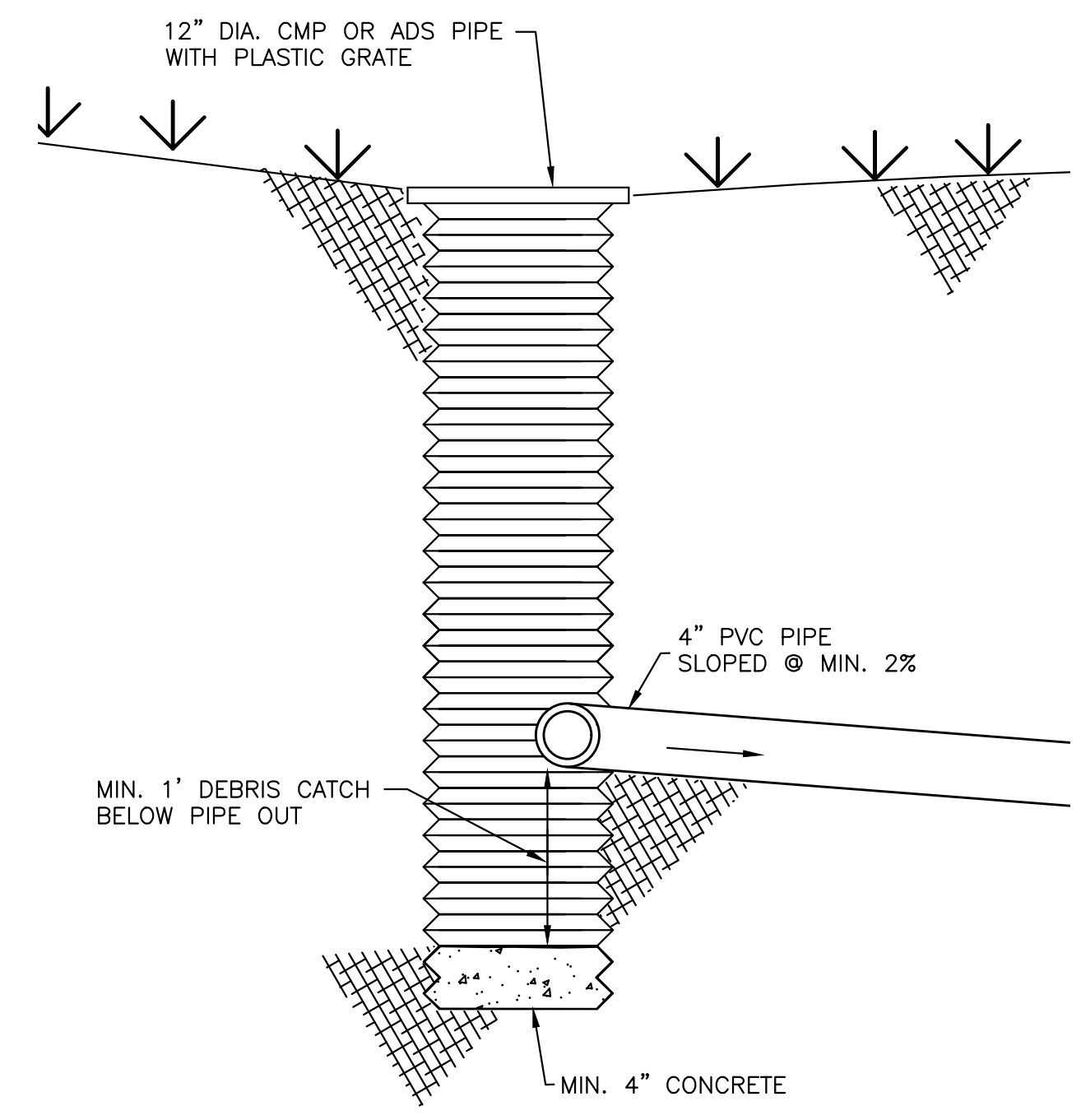
3 LANDSCAPE DRYWELL
 C1 SCALE: N.T.S.



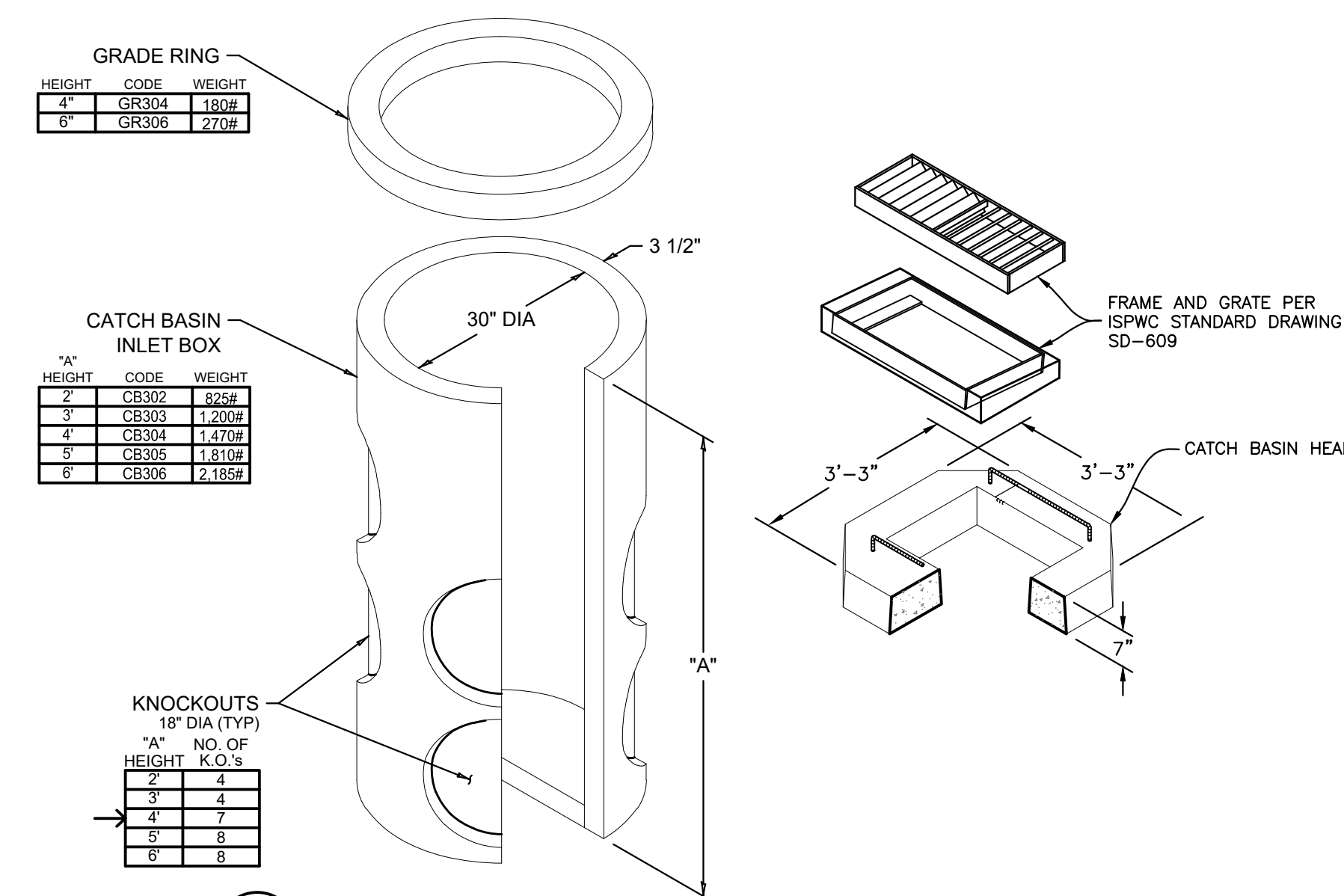
NOTES:

① ALL PRODUCTS AS NOTED OR APPROVED SUBSTITUTION.

4 DRIVEWAY DRYWELL DETAIL
 C1 SCALE: NONE

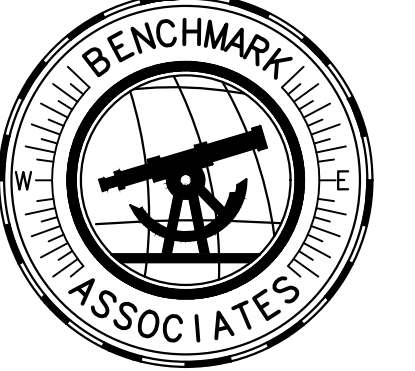


5 12" CATCH BASIN
 C1 SCALE: NONE



6 30" CATCH BASIN
 C1 SCALE: N.T.S.

REVISIONS	DATE	BY
No. 1		



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DETAILS

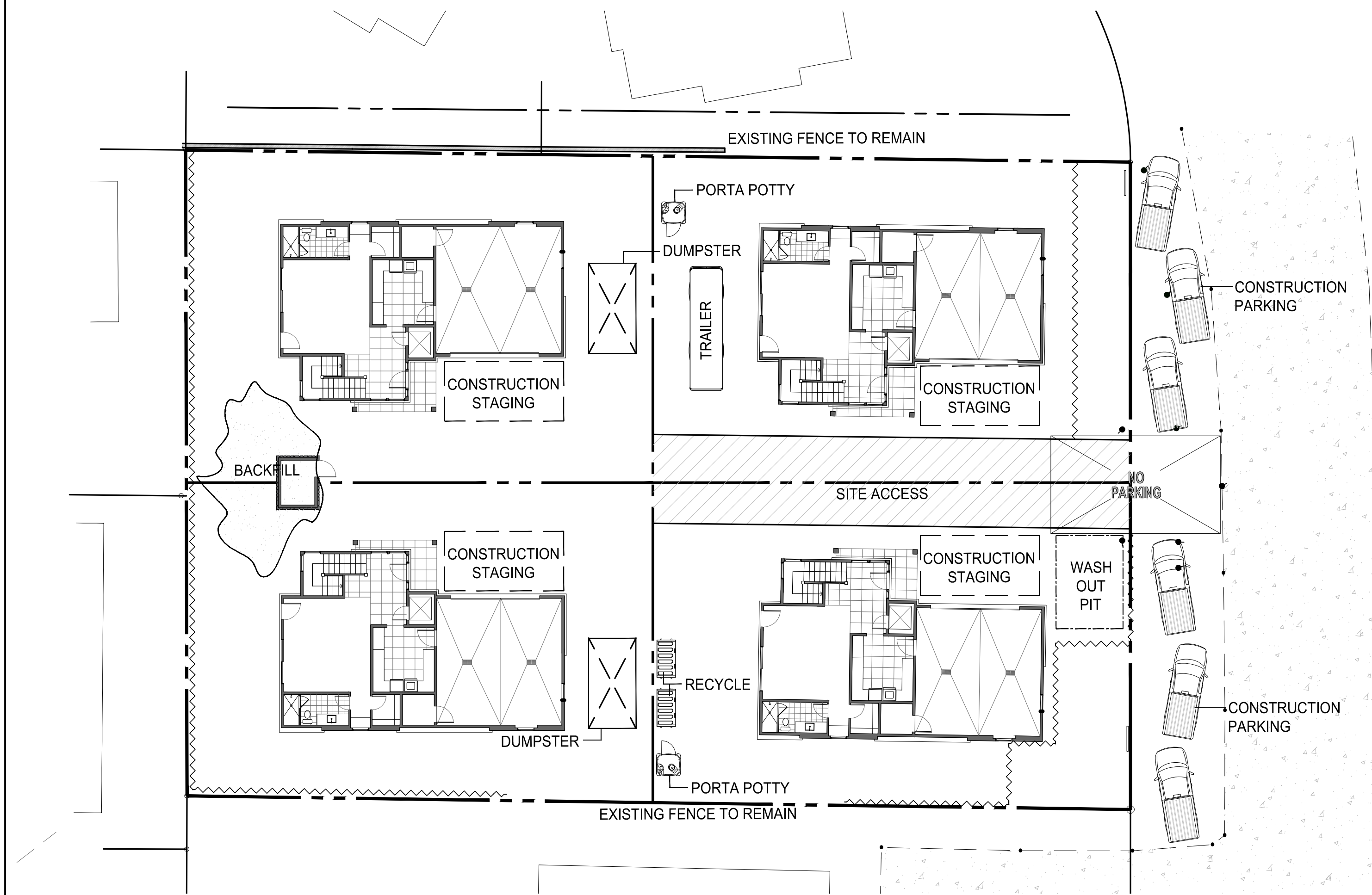
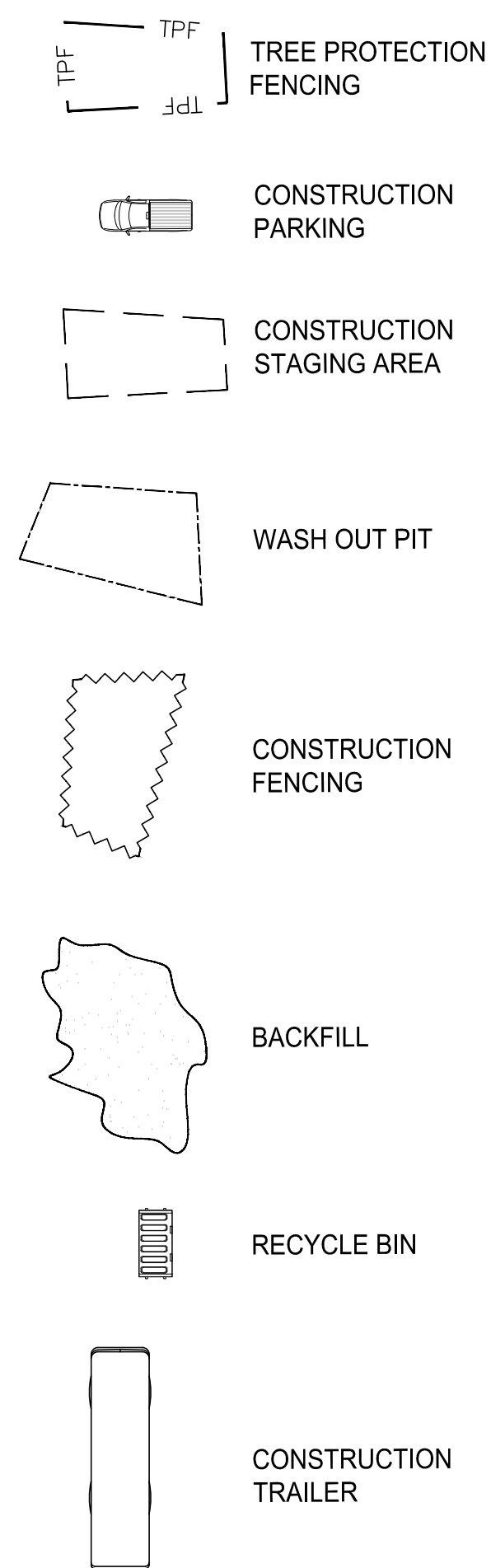
SNOWBIRD TOWNHOMES
 T4N, R17E, SEC 13, B.M., CITY OF KETCHUM, IDAHO
 PREPARED FOR: SCOTT J. EDWARDS

DRAWN BY: PLJ
 DESIGNED BY: PLJ
 CHECKED BY: GLM
 DATE: 6/25/2021
 PROJECT NO.: 21070

DRAWING NO.

C3

LEGEND



CONSTRUCTION STAGING PLAN

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

CONSTRUCTION STAGING NOTES

1. CONSTRUCTION ACCESS AS NOTED IN CONSTRUCTION STAGING PLAN.
2. PROPOSED ON-SITE CONSTRUCTION VEHICLE PARKING ALONG BIRD DRIVE.
3. ALL CONSTRUCTION ACTIVITIES SHALL BE WITHIN THE CONSTRUCTION LIMIT AREA SHOWN ON PLAN. OBTAIN EXPRESS WRITTEN APPROVAL FROM ARCHITECT FOR ANY WORK OUTSIDE THE LIMITS SHOWN. ALL MATERIALS, EQUIPMENT AND STOCKPILING SHALL BE WITHIN THE CONSTRUCTION LIMIT LINE. NO EXCEPTIONS.
4. STORAGE OF MATERIALS OR EQUIPMENT ON THE STREET IS STRICTLY PROHIBITED. STORE MATERIALS AND EQUIPMENT AWAY FROM TREE PROTECTION AREAS OR EROSION CONTROL MEASURES.
5. LOCATION OF PORTA-POTTY AND DUMPSTER PER PLANS.
6. PROVIDE AND INSTALL FENCING FOR TREE PROTECTION AS SHOWN ABOVE AND AS FURTHER REQUIRED BY THE TOWN OR ARCHITECT.
7. ADHERE TO KETCHUM CONSTRUCTION HOURS. FAILURE TO COMPLY WITH TOWN CONSTRUCTION HOURS MAY RESULT IN A STOP WORK NOTICE.
8. AT NO TIME SHALL THE STREET BE CLOSED OR BLOCKED. USE FLAG MEN WHEN DELIVERIES OR CONSTRUCTION RESTRICT ANY PORTION OF THE RIGHT OF WAY.
9. LIMIT ON-STREET VEHICLE PARKING TO ONE SIDE OF THE STREET ONLY. VEHICLES MAY NOT PARK ON BOTH SIDES OF THE STREET.
10. ALL PROTECTIVE FENCING SHALL BE MAINTAINED IN PLACE THROUGHOUT THE DURATION OF CONSTRUCTION.
11. NO DEMOLITION OR CONSTRUCTION MAY COMMENCE UNTIL ALL PROTECTIVE FENCING HAS BEEN INSTALLED.
12. MAINTAIN A CLEAN SITE AND CLEAN & CLEAR RIGHT-OF-WAY. CLEAN ANY DEBRIS OR DIRT FROM THE STREET IMMEDIATELY. MAINTAIN THE SITE IN AN ORDERLY FASHION PER THE APPROVAL OF THE ARCHITECT.
13. ESTABLISH TEMPORARY POWER FOR CONSTRUCTION FROM THE EXISTING SERVICE. LOCATE THE TEMPORARY PANEL IN A CONVENIENT LOCATION AS ACCEPTABLE TO THE ARCHITECT.

POLLUTION PREVENTION NOTES

1. PROTECT DOWN SLOPE DRAINAGE COURSE, STREAMS AND STORM DRAINS WITH ROCK BAGS, HAY BALES, TEMPORARY DRAINAGE SWALES, SILT FENCES, BERMS OR STORM DRAIN INLET FILTERS.
2. STRAW ROLLS SHALL BE INSTALLED PRIOR TO THE INCEPTION OF ANY WORK ON-SITE, AND SHALL REMAIN IN PLACE UNTIL THE LANDSCAPING GROUND COVER IS INSTALLED.
3. DRY SWEEPING METHODS SHALL BE USED TO REMOVE ANY DEBRIS AND/OR SOIL TRACKED ONTO BIRD DRIVE. DRY SWEEPING SHALL BE DONE AT THE END OF EACH WORK DAY AS NECESSARY.
4. THE CONTRACTOR SHALL FOLLOW AND USE BEST MANAGEMENT PRACTICES (BMP) FOR DISCHARGE INTO THE TOWN'S STORM WATER SYSTEM DURING SITE STRIPPING, HAULING, EARTH MOVING ACTIVITIES, HEAVY EQUIPMENT OPERATIONS AND GENERAL CONSTRUCTION. THOROUGHLY SUPERVISE THE WORK AT ALL TIMES TO INSURE NO PAINTING MATERIALS, SOLVENTS, ADHESIVES, LANDSCAPING MATERIALS OR OTHER SUCH MATERIALS WASH AWAY FROM THE SITE OR OTHERWISE ENTER THE FLOW OF STORM WATER RUNOFF.
5. STOCKPILED MATERIAL SHALL BE COVERED WITH POLY-EHTALENE SHEETING OR A TARPULIN UNTIL THE MATERIAL IS REMOVED FROM THE SITE. ANY REMAINING BARE SOIL THAT EXISTS AFTER THE STOCKPILE HAS BEEN REMOVED SHALL BE COVERED UNTIL A NATURAL GROUND COVER IS ESTABLISHED, OR IT MAY BE SEEDED OR PLANTED TO PROVIDE GROUND COVER PRIOR TO THE FALL RAINY SEASON.
6. DUST CONTROL SHALL BE DONE BY WATERING.
7. IF EROSION DEVELOPS IN A TEMPORARY EROSION PROTECTED AREA OR ANY ESTABLISHED VEGETATED AREA, THE CONTRACTOR SHALL IMMEDIATELY ALLEVIATE AND REMEDY THE PROBLEM AND TAKE PREVENTATIVE MEASURES TO MINIMIZE THE POSSIBILITY OF ITS RECURRENCE, AND ALSO TO PREVENT THE RESULTING FLOW OF SOILS OR WATER WITH SUSPENDED SOILS FROM GETTING INTO THE TOWN'S DRAINAGE SYSTEM OR ANY NATURAL DRAINAGE CHANNEL OR DITCH.
8. ALL DISTURBED SOILS SHALL BE "MATTED" AND SEEDED WITHIN TWO (2) WEEKS OF "FINAL DISTURBANCE".
9. STOCKPILE SHALL BE COVERED, PROTECTED W/ SANDBAGS & PROVIDED WITH ADDITIONAL PROTECTION AT THE BASE UNTIL AFTER APRIL 15. NO FILLING OR SPREADING OF MATERIAL CAN OCCUR UNTIL AFTER APRIL 15.

SNOWBIRD TOWNHOMES
LOT 2A
 220 BIRD DRIVE
 LOTS 1 & 2, SNOWBIRD SUBDIVISION
 KETCHUM, IDAHO 83340

TRW Architecture Planning
 515 EAST PARKWAY CT.
 Boise, Idaho 83706
 trw@trwarchitecture.com
 208.371.9298
 www.trwarchitecture.com

LICENSED ARCHITECT
 AR 1710
 11-17-2021
 THOMAS R. WILLIAMS
 STATE OF IDAHO

2021 17	
Date:	03/15/2022
Drawn By:	RJS
Checked By:	TW
Revisions	
▲	
▲	
▲	
▲	

CM1.0
 Construction Management 105

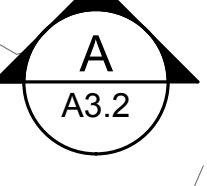
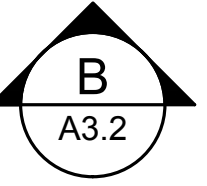
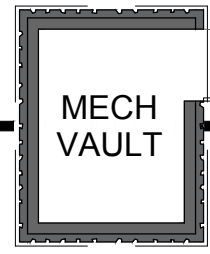
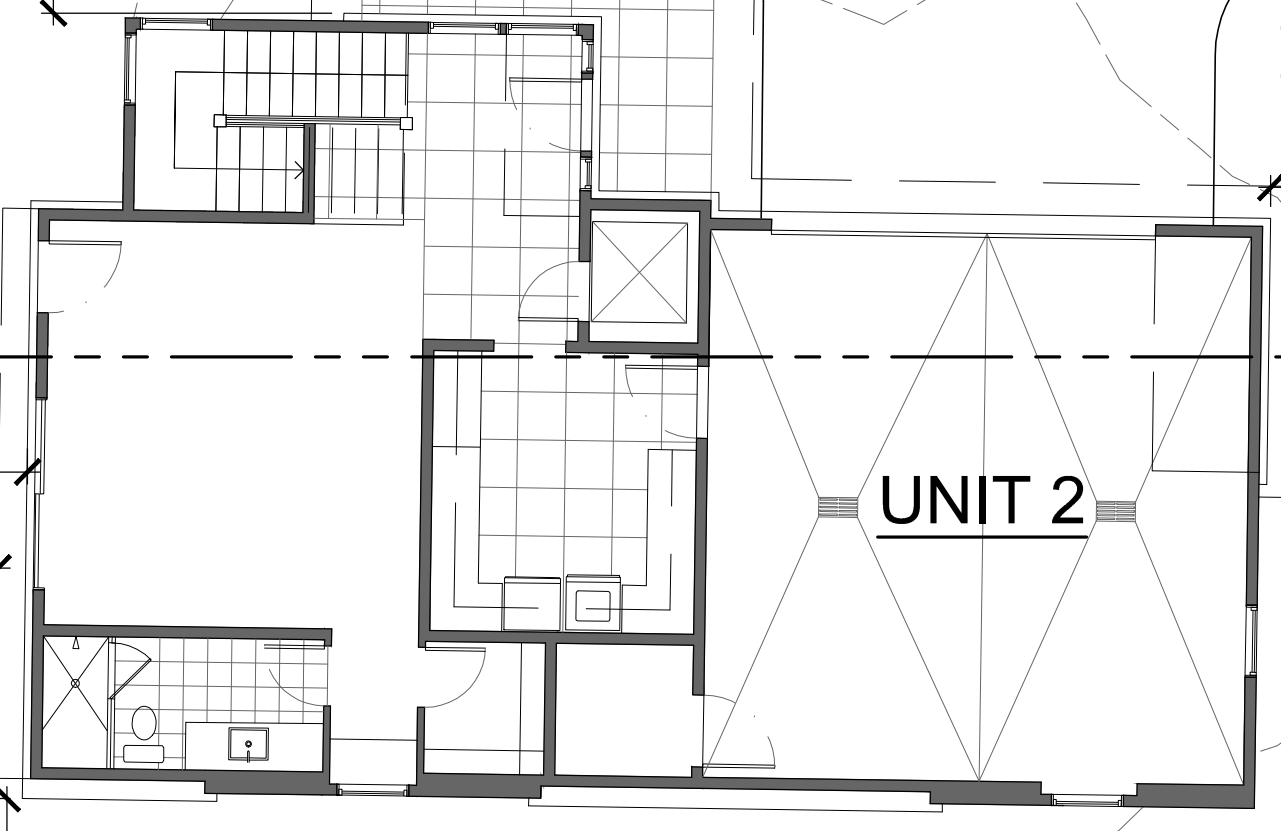
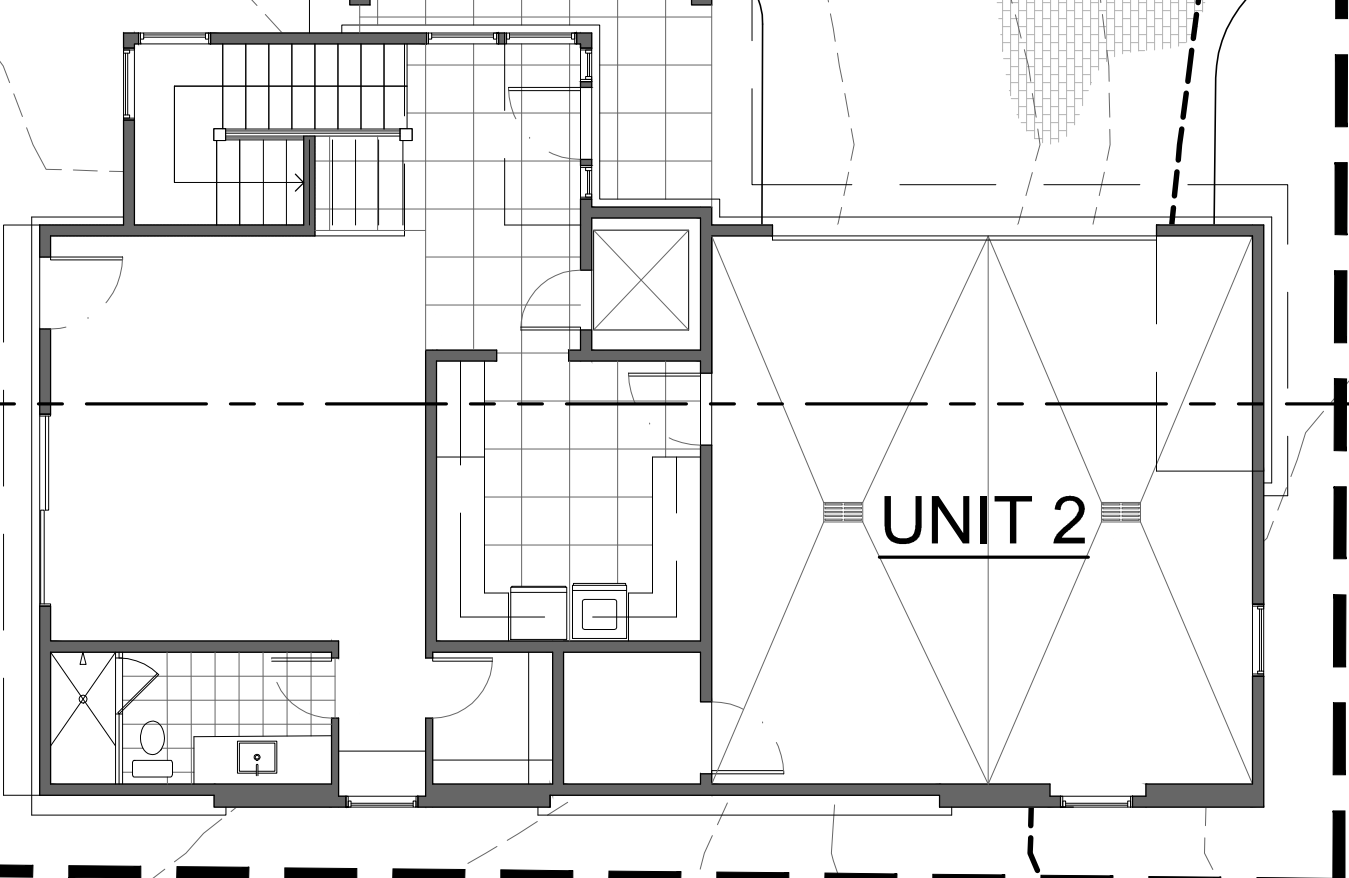
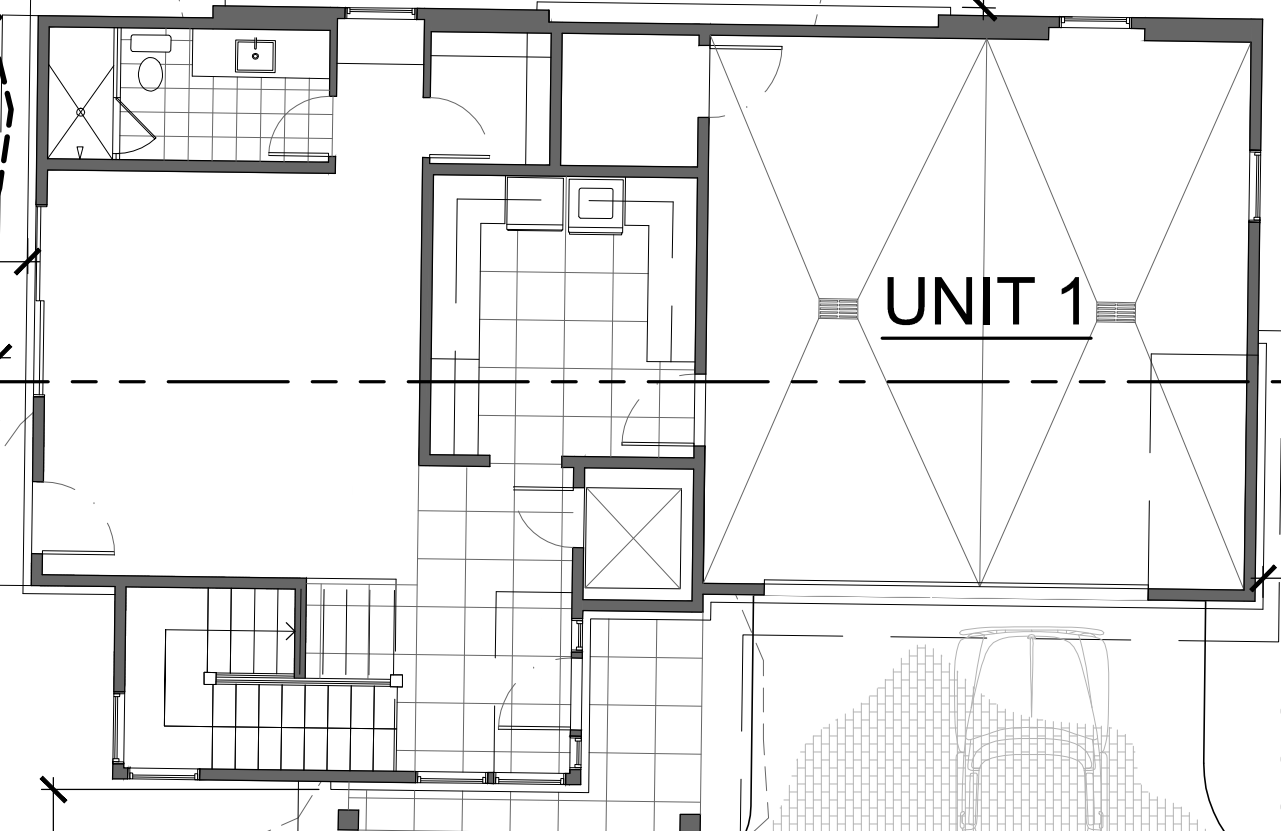
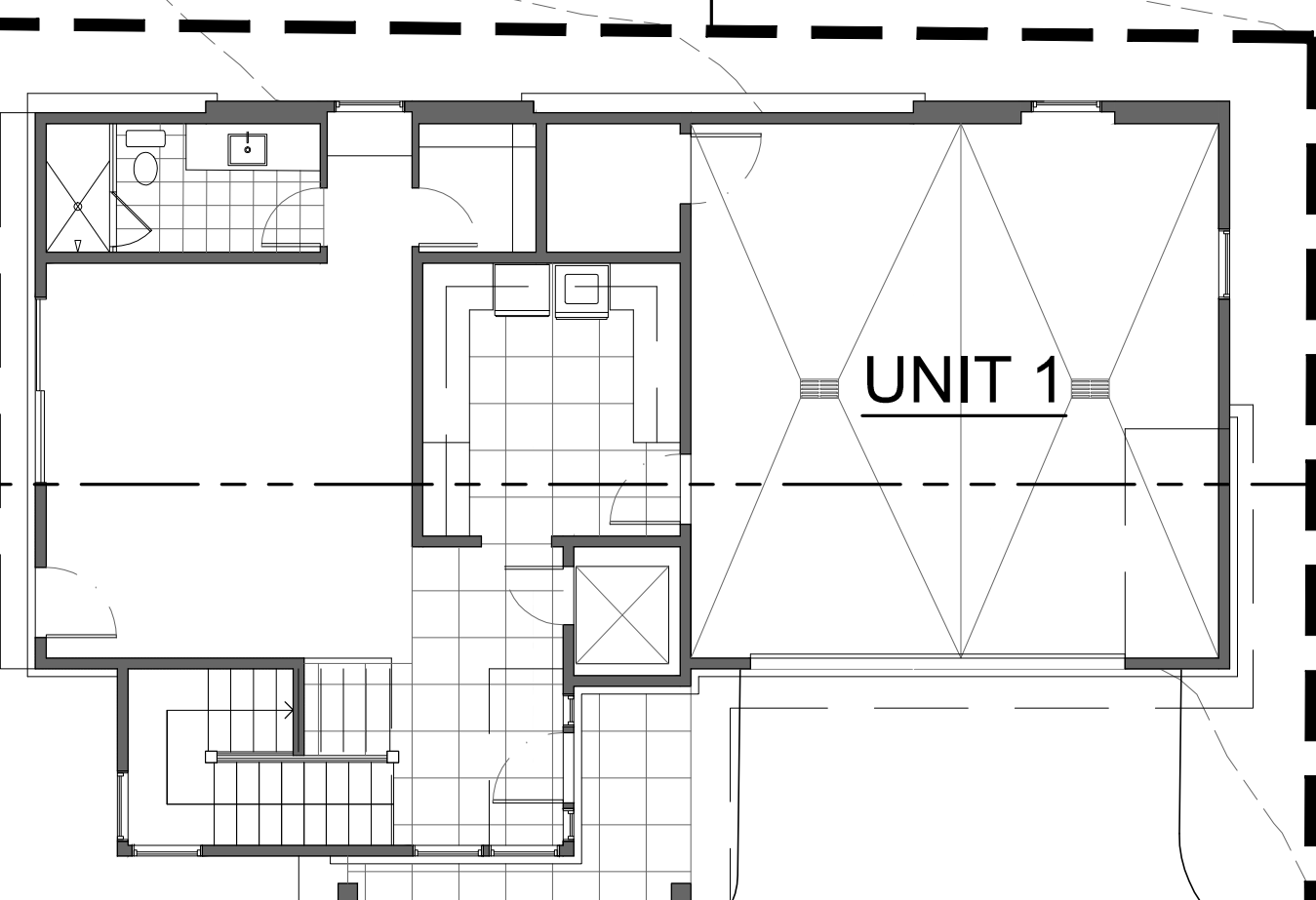
FRENCHMANS TOWNHOMES
SUBLOT 7

FRENCHMANS TOWNHOMES
SUBLOT 8

LOT 1A TOWNHOUSES SHOWN
FOR REFERENCE ONLY

LOT 1A
9779 +/- SF
0.22 +/- AC.

LOT 2A
10022 +/- SF
0.23 +/- AC.



PROPOSED LOT LINE

20'-0" EASEMENT

LINE OF ROOF OVERHANG ABOVE

11'-8" SETBACK

13'-6"

13'-8 1/4"

17'-9 3/4"

19'-0 1/4"

11'-10" SETBACK

15'-5 3/4" SETBACK

15'-2" SETBACK

20'-0" DRIVEWAY

578

578

578

578

BIRD DRIVE

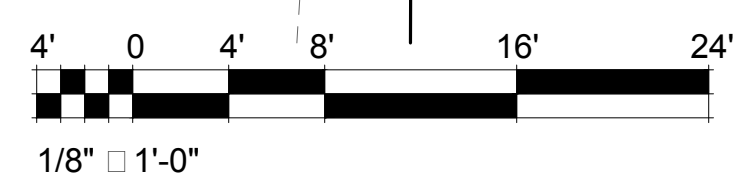
6'

6'

578

TAX LOT 4426

SILVER BIRCH CONDOS



1/8" = 1'-0"

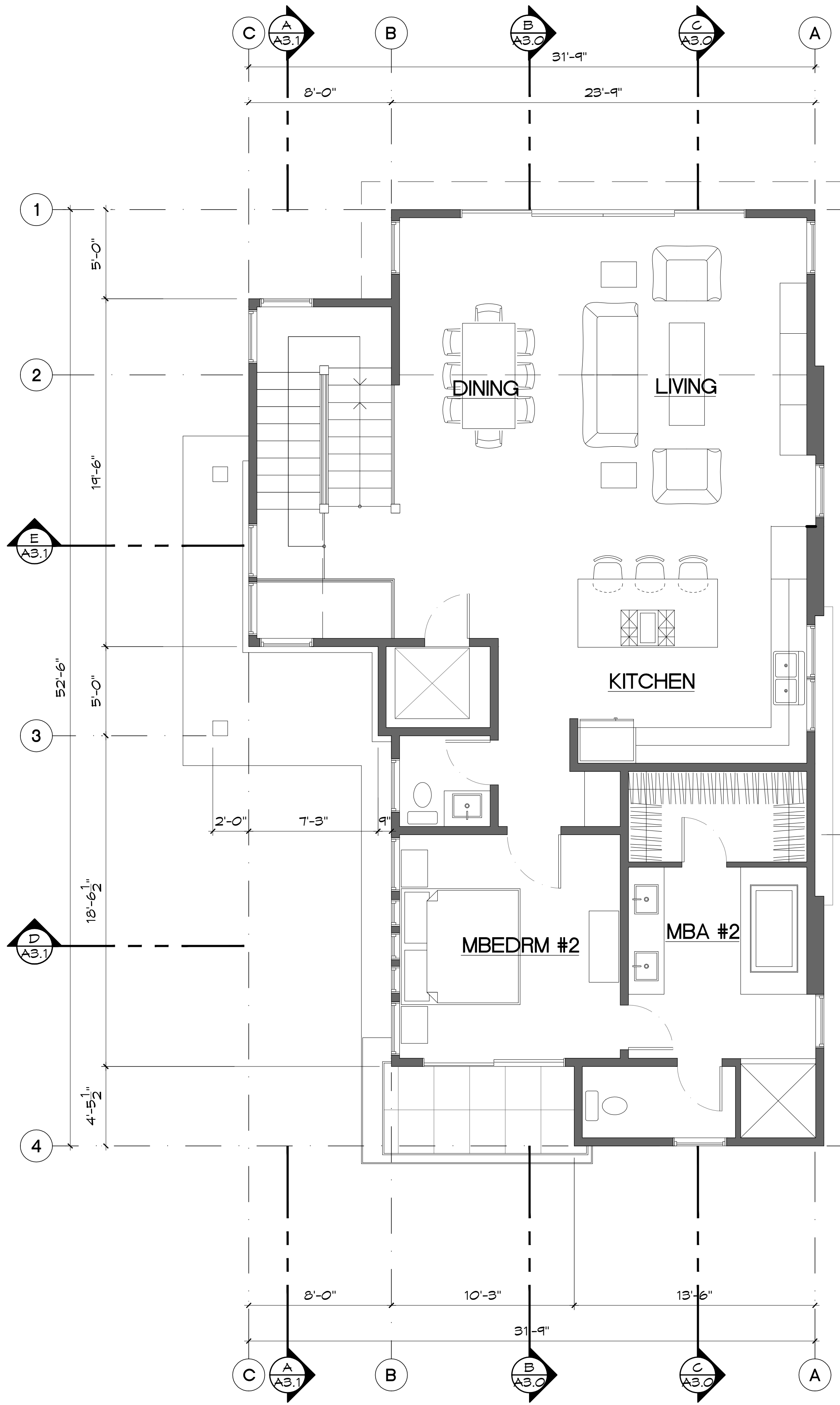
TRW Architecture Planning
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LICENSED ARCHITECT
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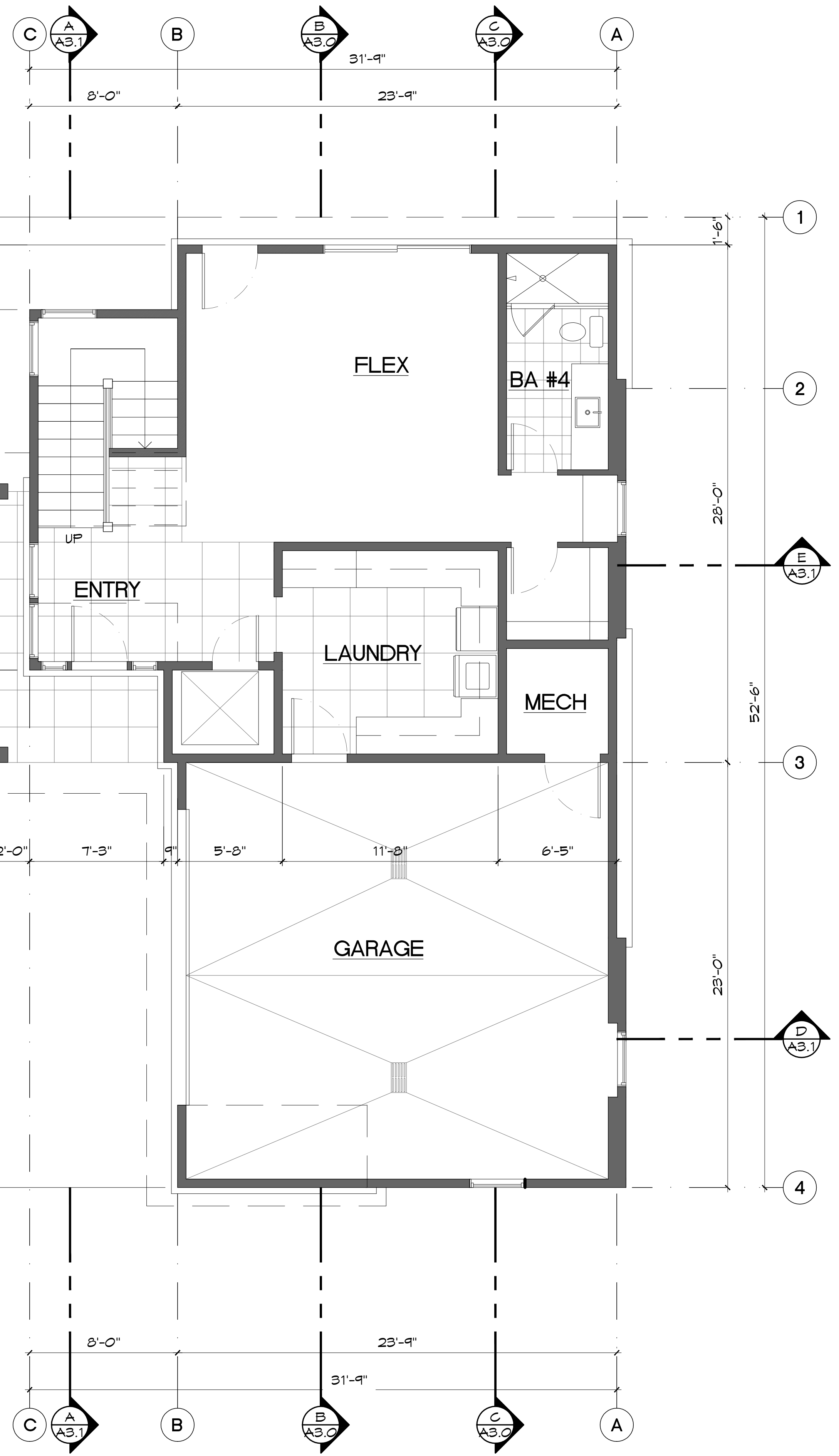
SNOWBIRD TOWNHOMES
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2021 17
Date: 03/15/2022
Drawn By: RJS
Checked By: TW
Revisions

A1.0
 Architectural Site Plan

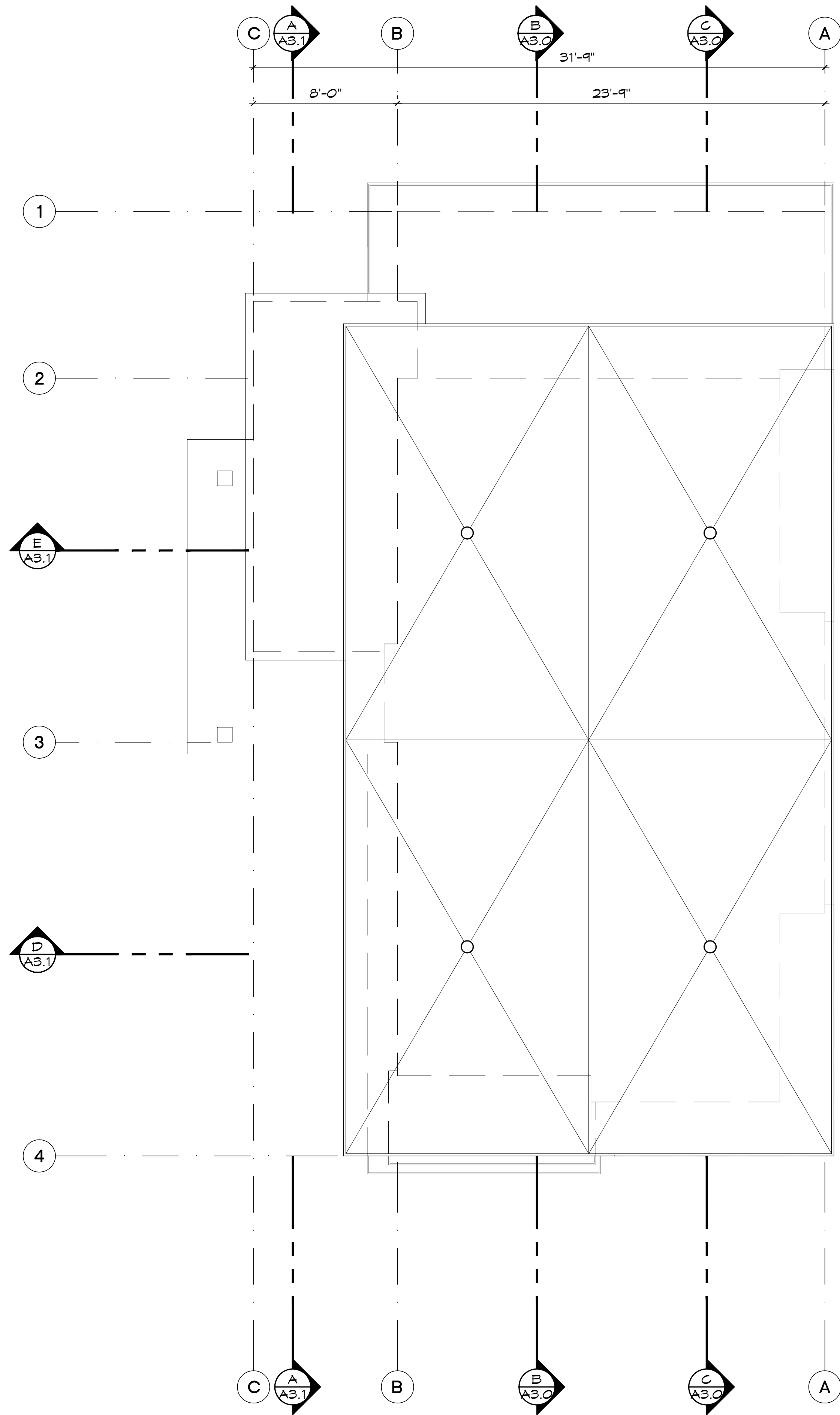


MAIN/SECOND FLOOR PLAN
SCALE 1/4" = 1'-0"



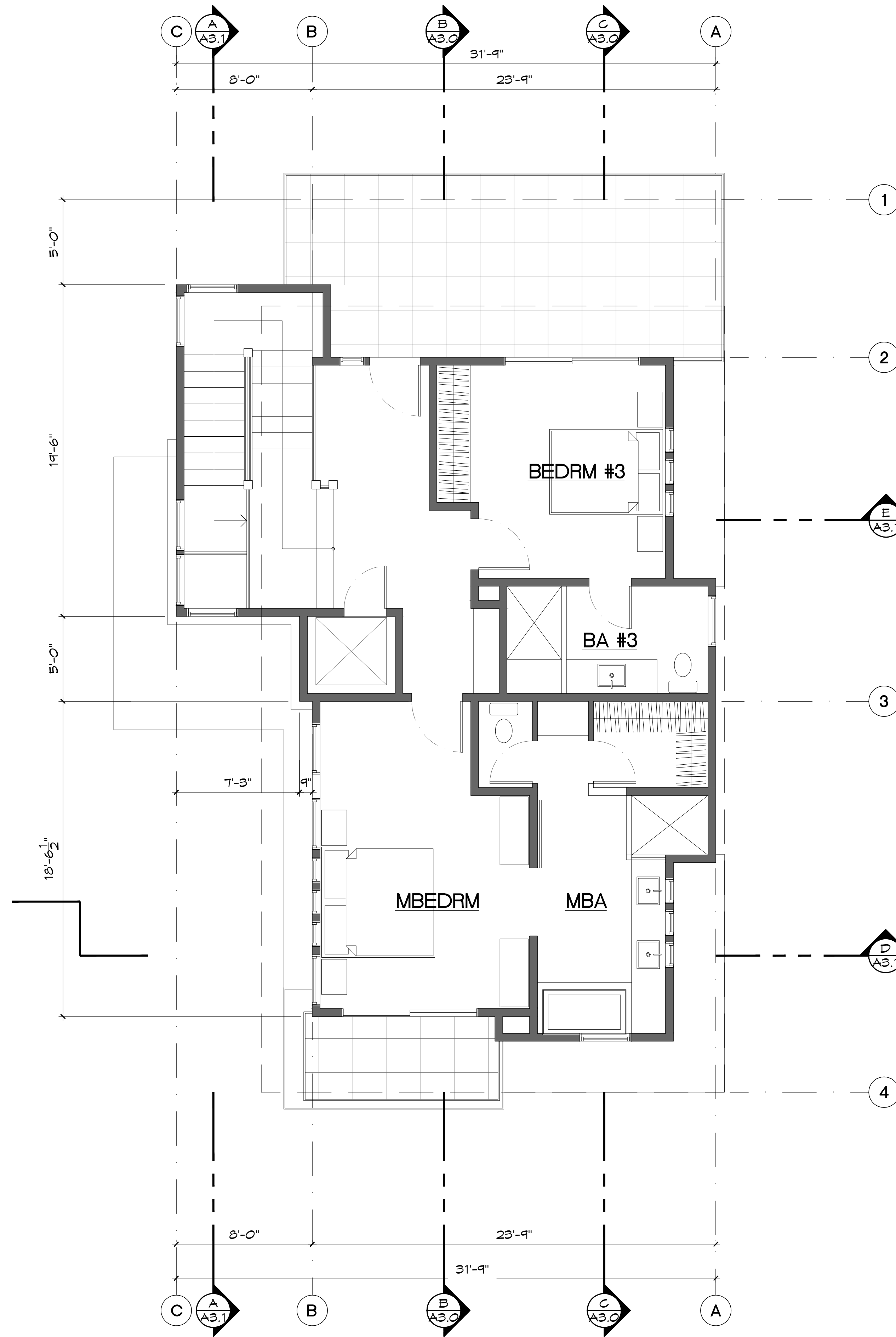
GROUND/FIRST FLOOR PLAN
SCALE 1/4" = 1'-0"

2021 17
Date: 03/15/2022
Drawn By: RJS
Checked By: TW
Revisions



ROOF PLAN

SCALE $\frac{1}{4}'' = 1'-0''$

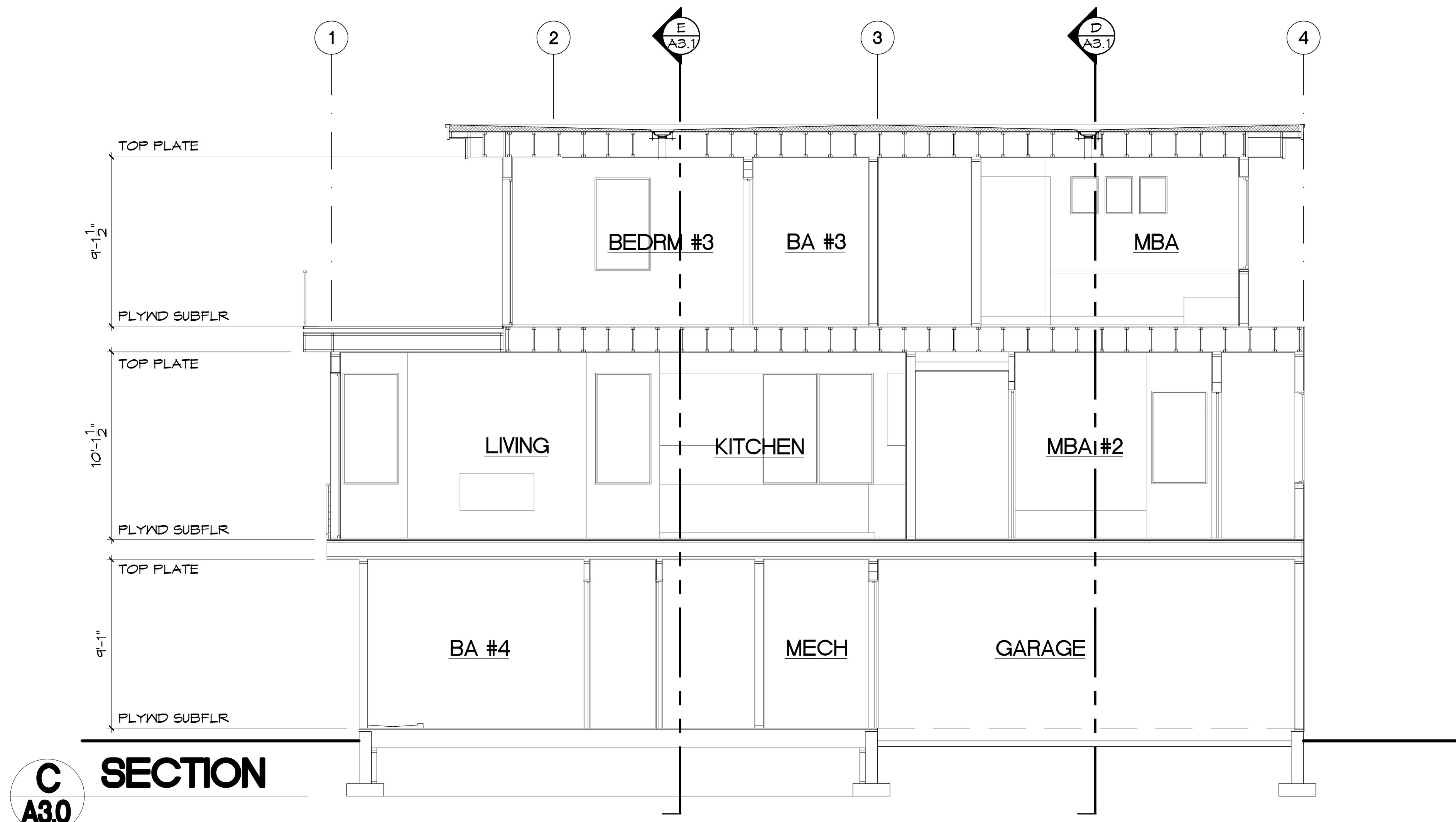


UPPER/THIRD FLOOR PLAN

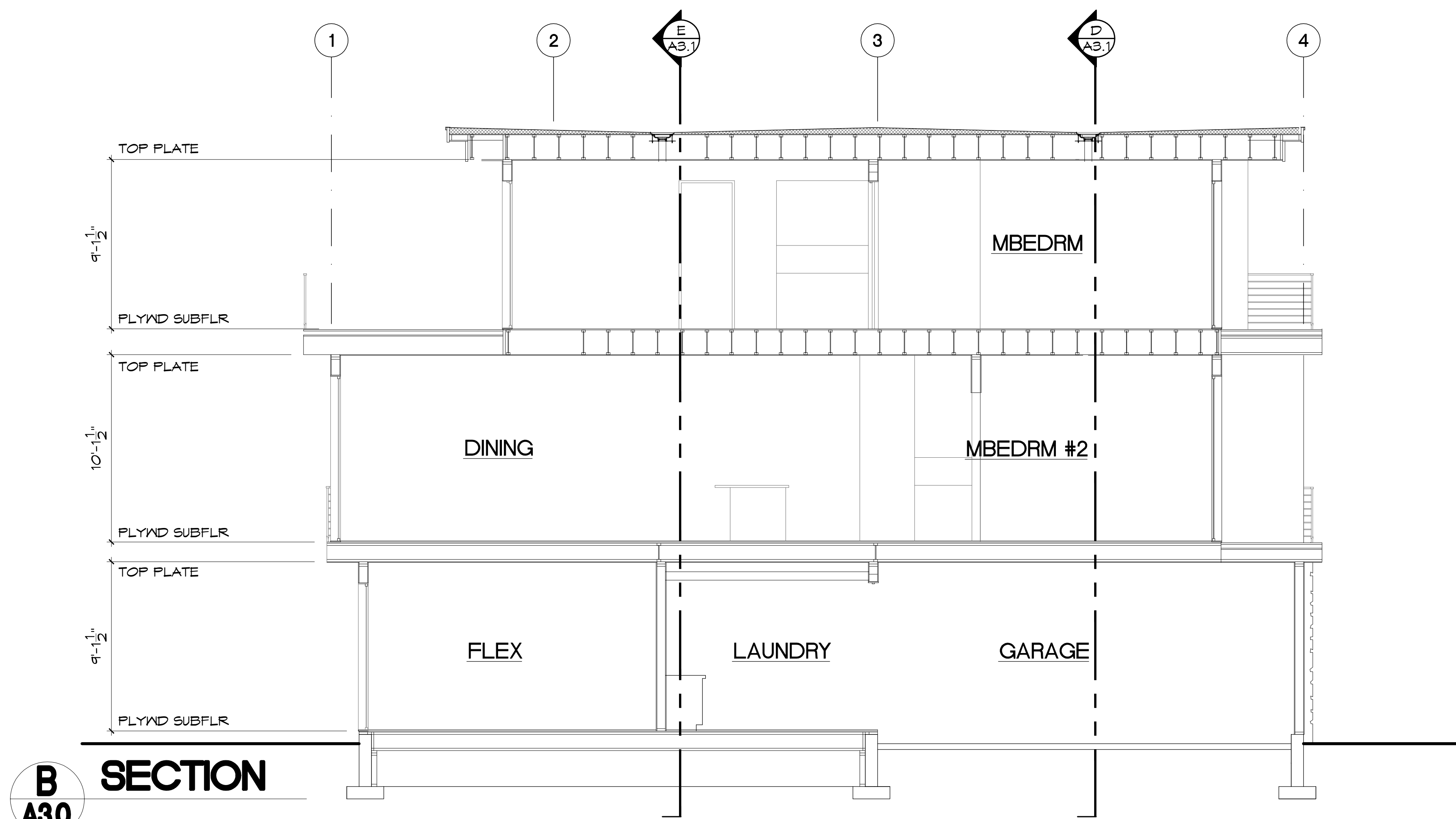
SCALE $\frac{1}{4}'' = 1'-0''$

SNOWBIRD TOWNHOMES
LOT 2A
 220 BIRD DRIVE
 LOTS 1 & 2, SNOWBIRD SUBDIVISION
 KETCHUM, IDAHO 83340

2021 17
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Drawn By: RJS
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Revisions



C
A3.0 SECTION



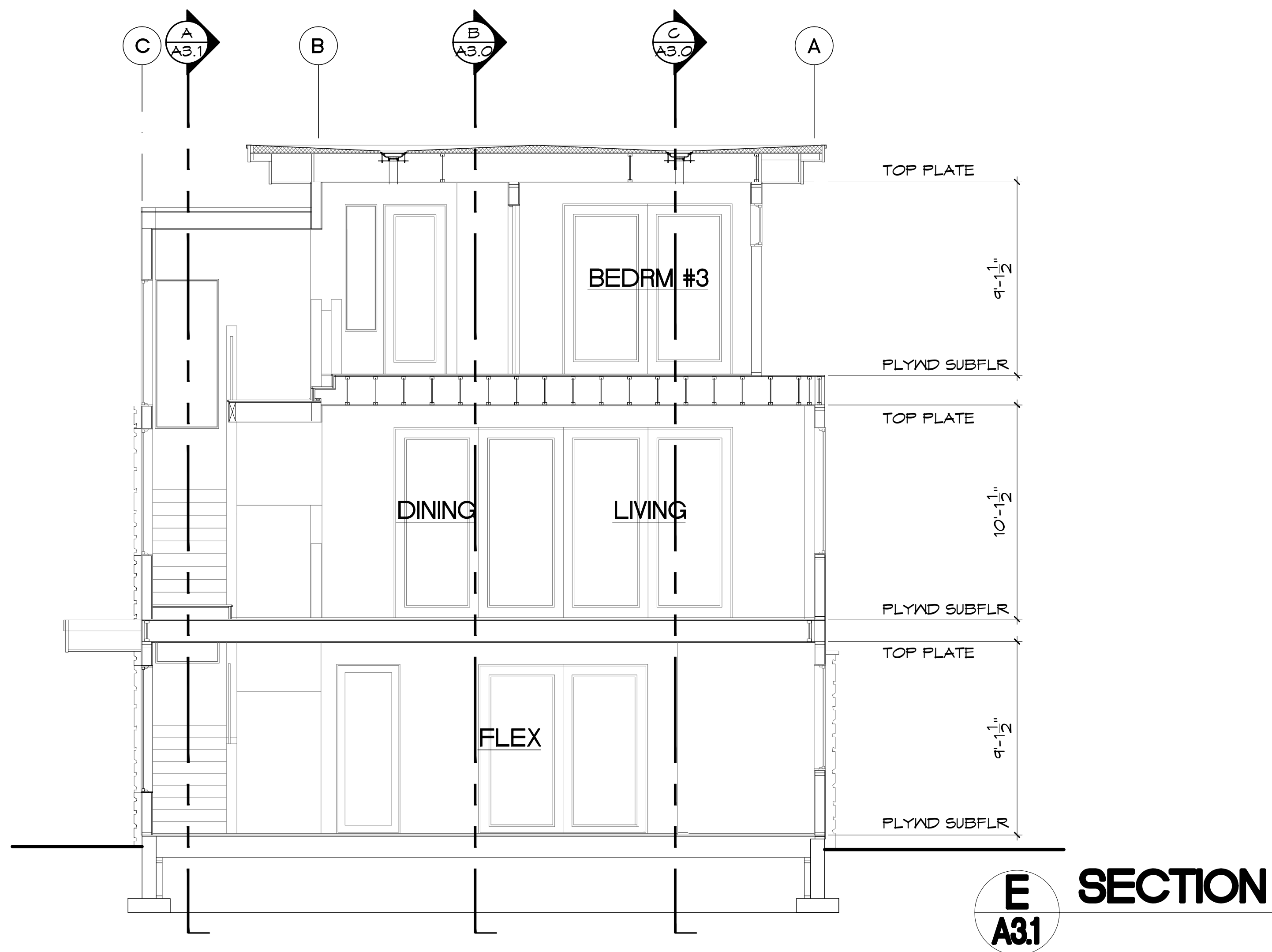
B
A3.0 SECTION

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 515 EAST PARKWAY CT.
 Boise, Idaho 83706
 trw@trwarchitecture.com
 208.371.9298
 www.trwarchitecture.com

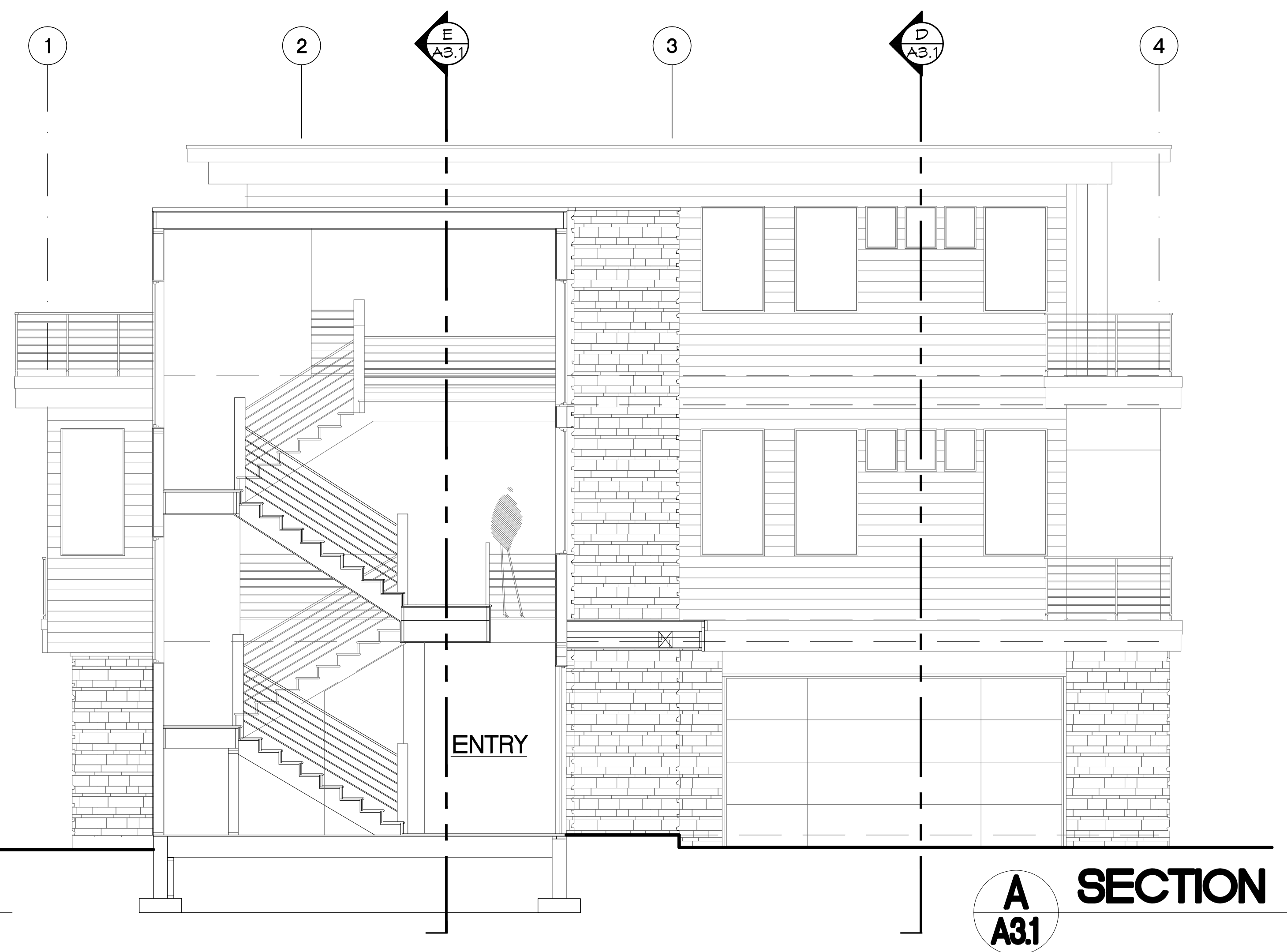
LICENSED ARCHITECT
 AR 1710
 11-17-2021
 THOMAS R. WILLIAMS
 STATE OF IDAHO

SNOWBIRD TOWNHOMES
LOT 2A
 220 BIRD DRIVE
 LOTS 1 & 2, SNOWBIRD SUBDIVISION
 KETCHUM, IDAHO 83340

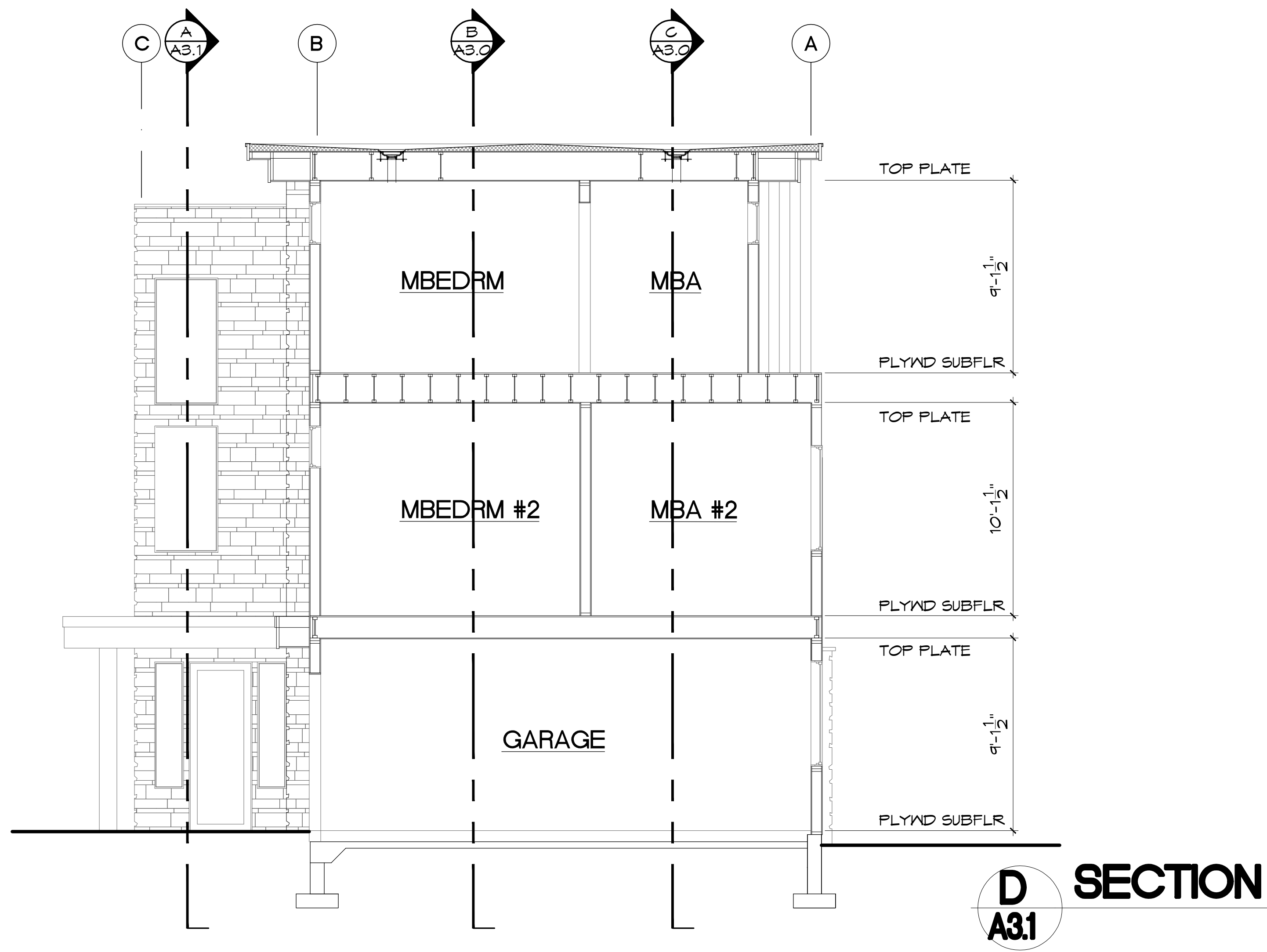
Date:	2021 17
Drawn By:	03/15/2022
Checked By:	RJS
	TW
Revisions	
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E SECTION
A3.1

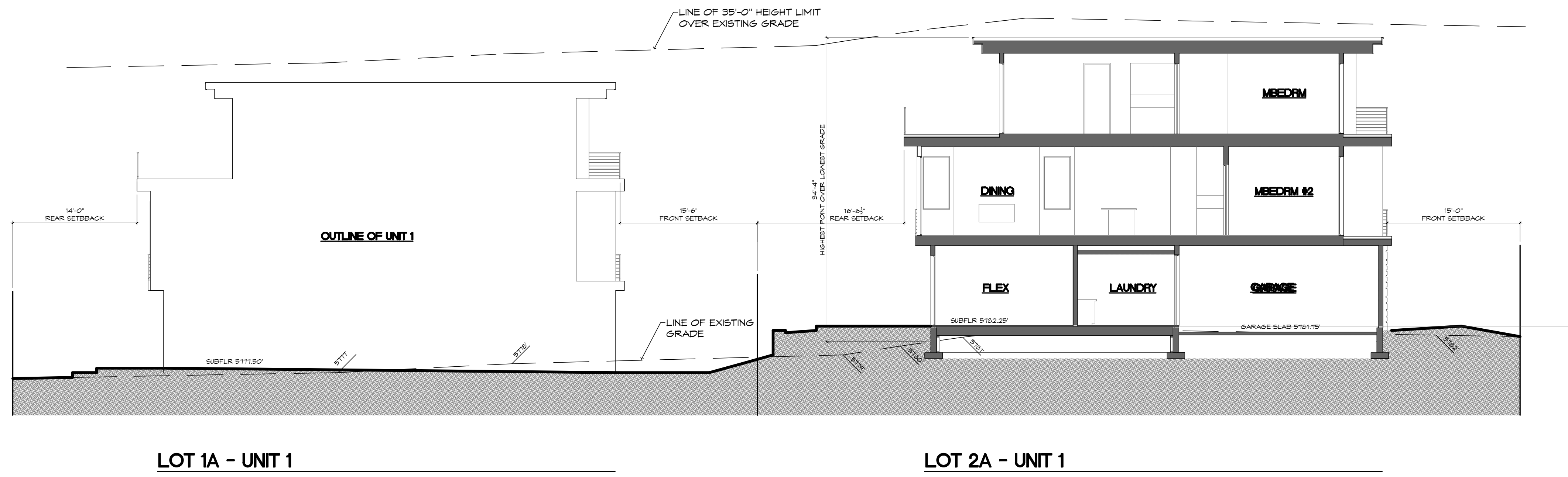


A SECTION
A3.1



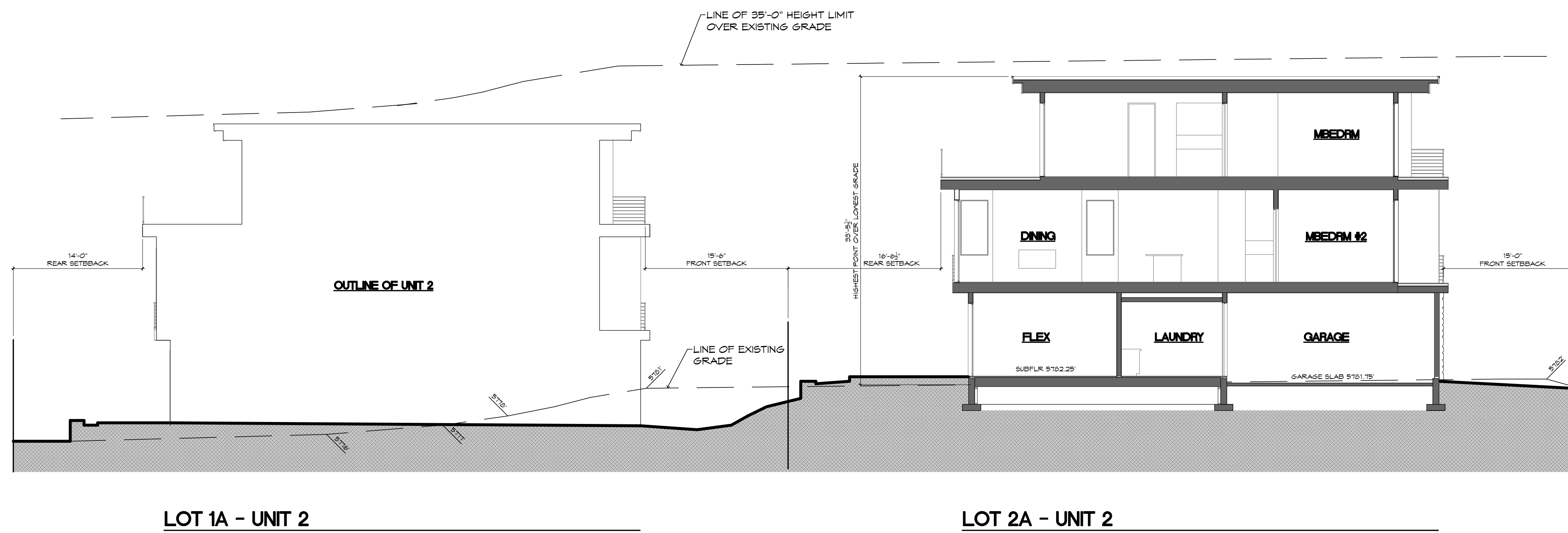
D SECTION
A3.1

2021 17	
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Drawn By:	RJS
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B SITE SECTION
A32

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



A SITE SECTION
A32

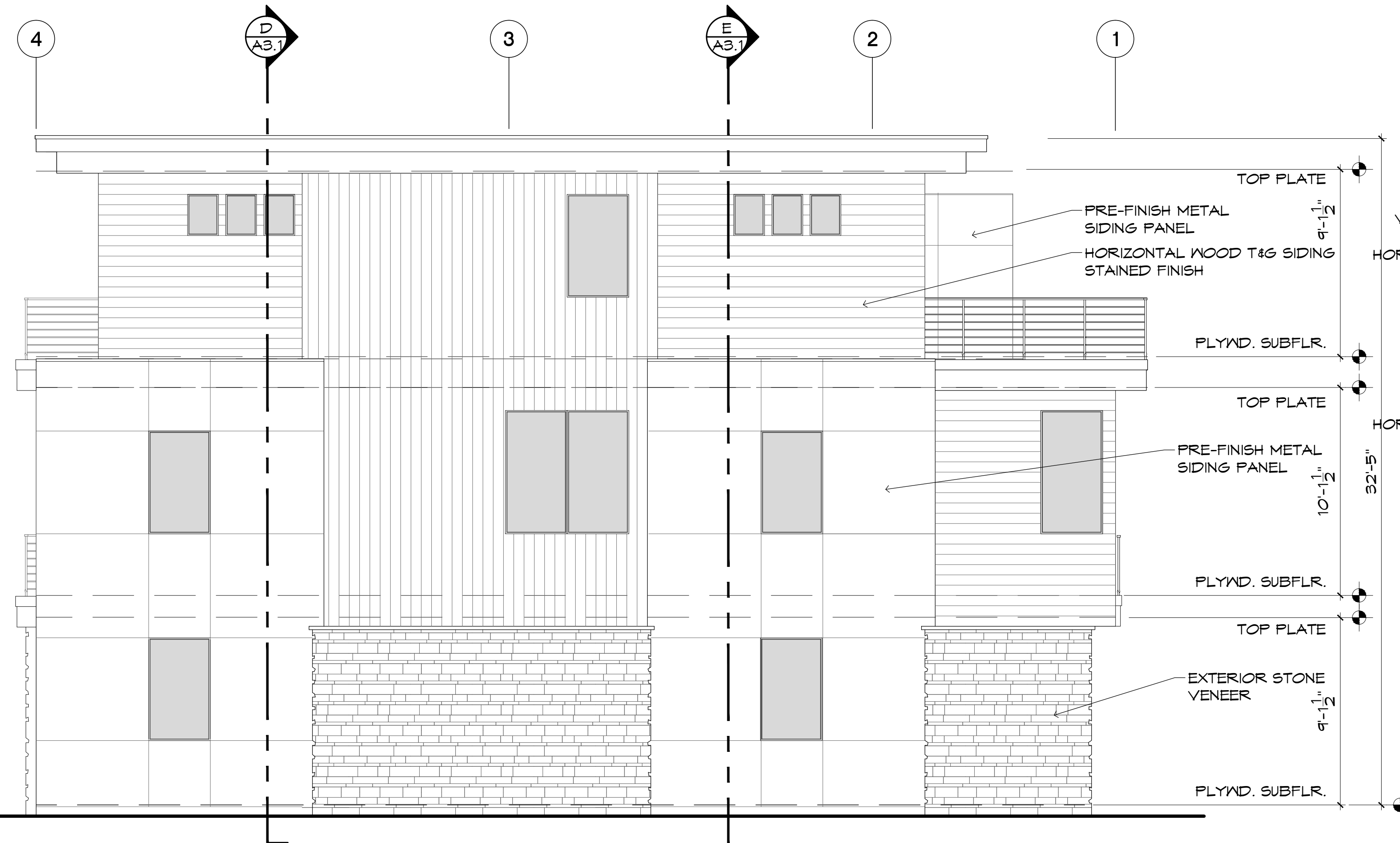
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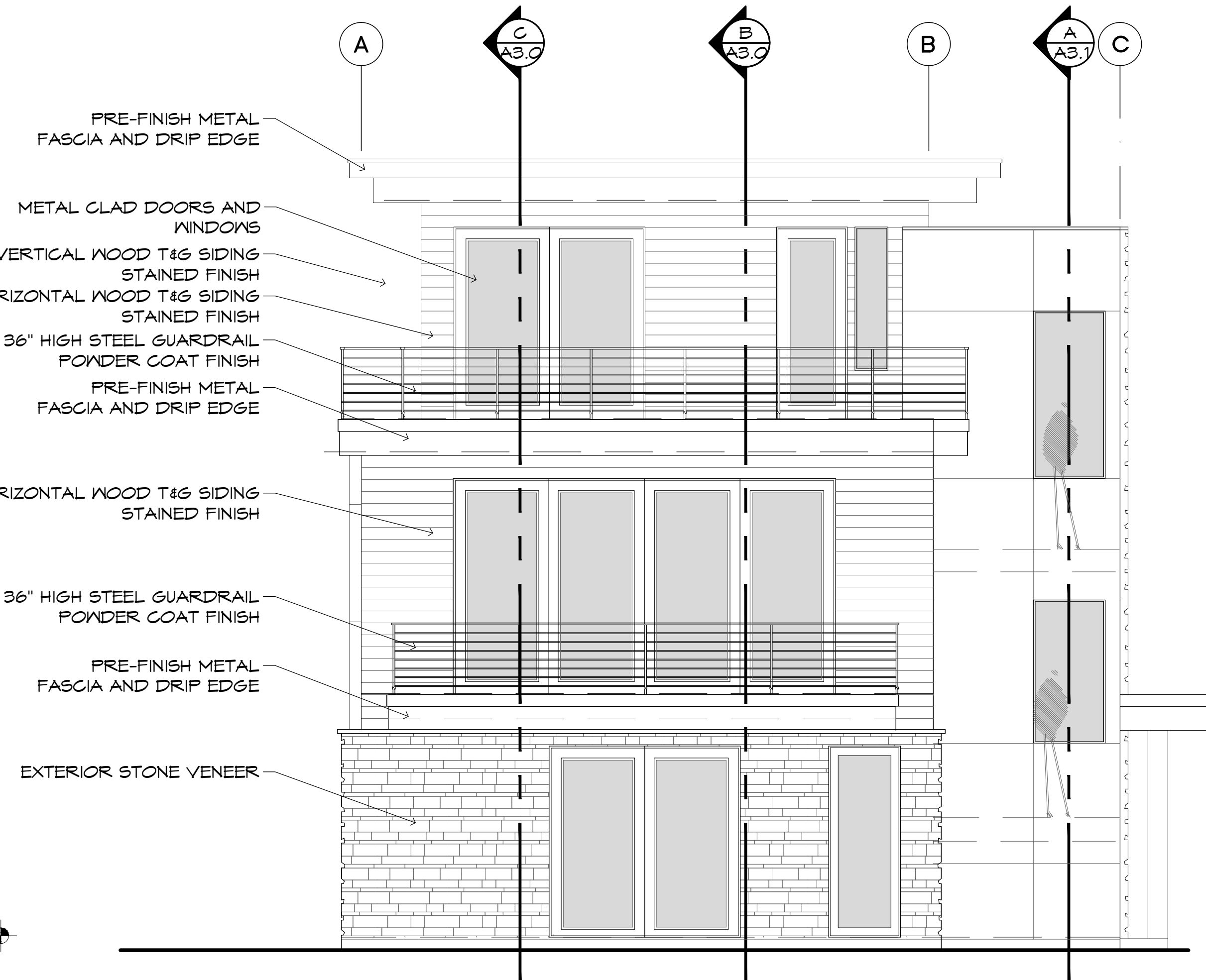
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SNOWBIRD TOWNHOMES
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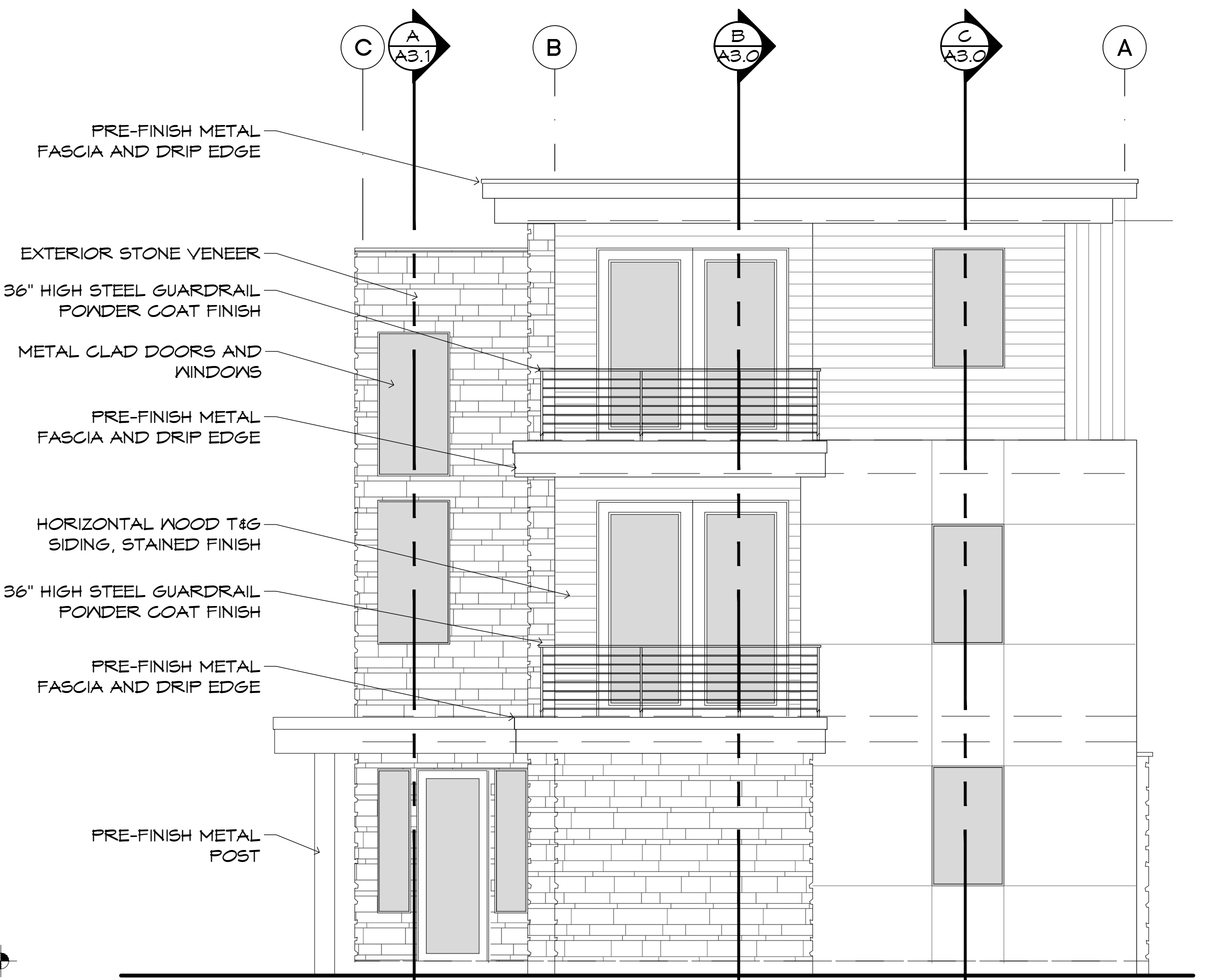
RIGHT SIDE ELEVATION



REAR ELEVATION



**LEFT SIDE ELEVATION
LOTS 1A + 2A, UNITS 1**



FRONT ELEVATION

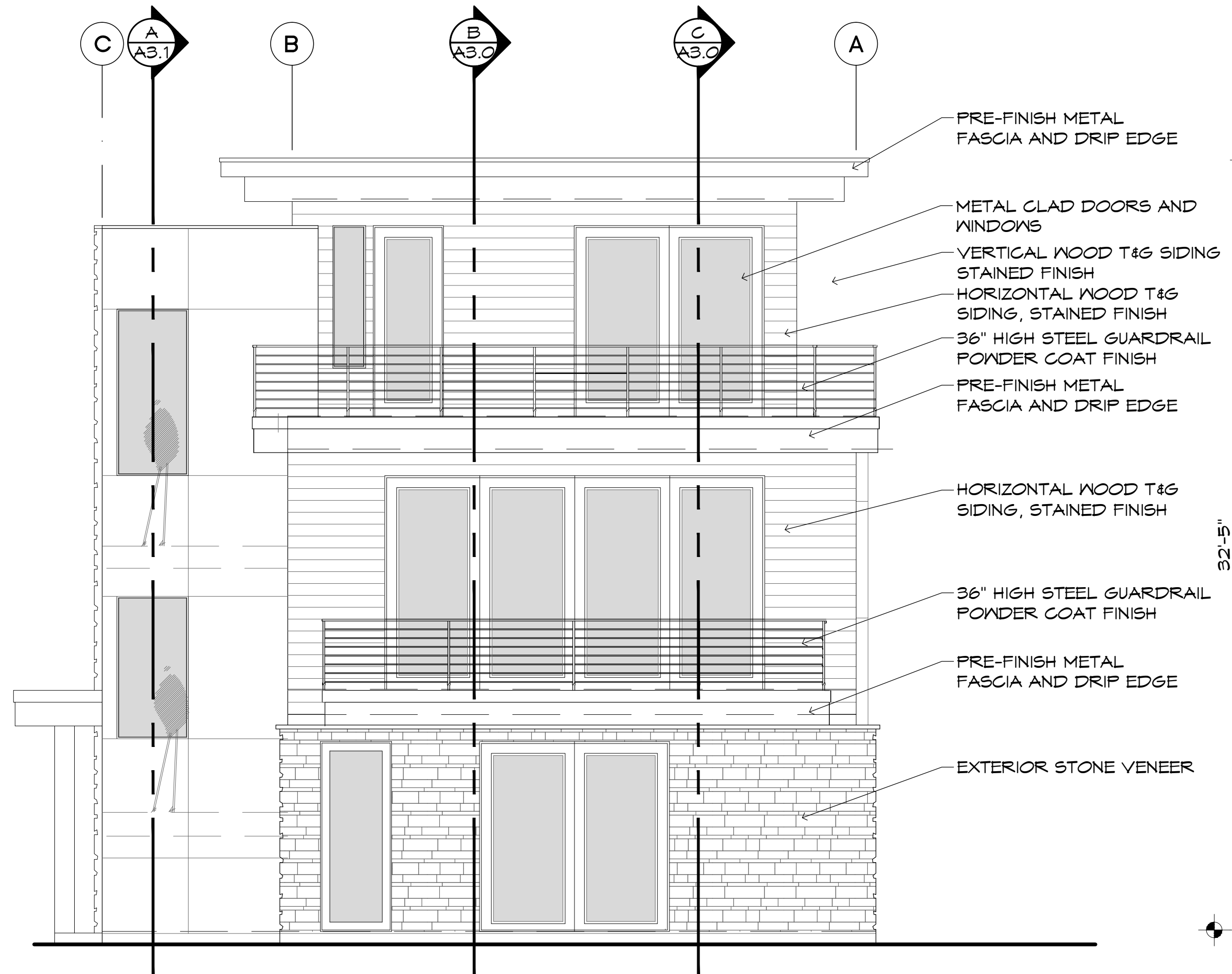
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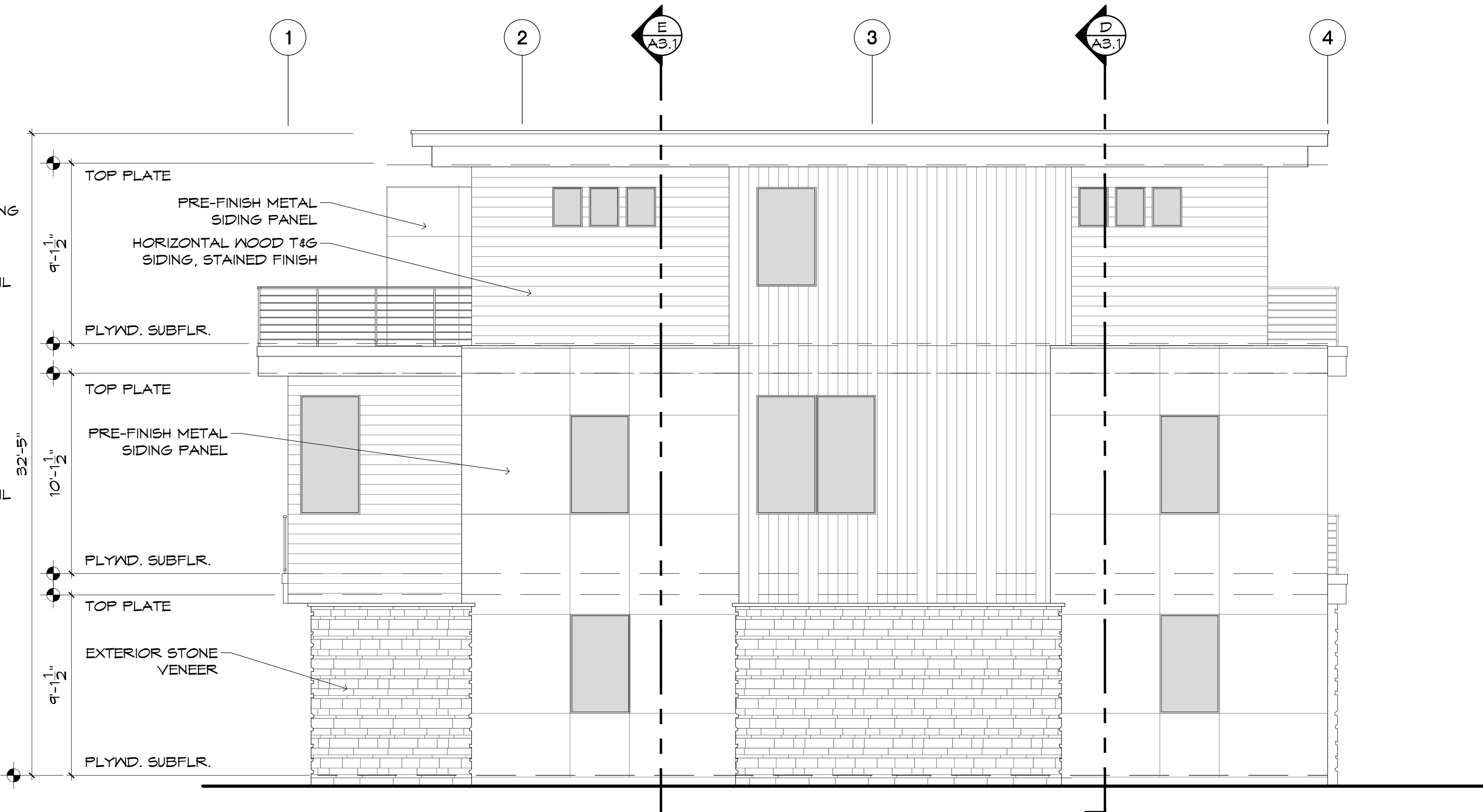
SNOWBIRD TOWNHOMES
LOT 2A
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Date: 03/15/2022
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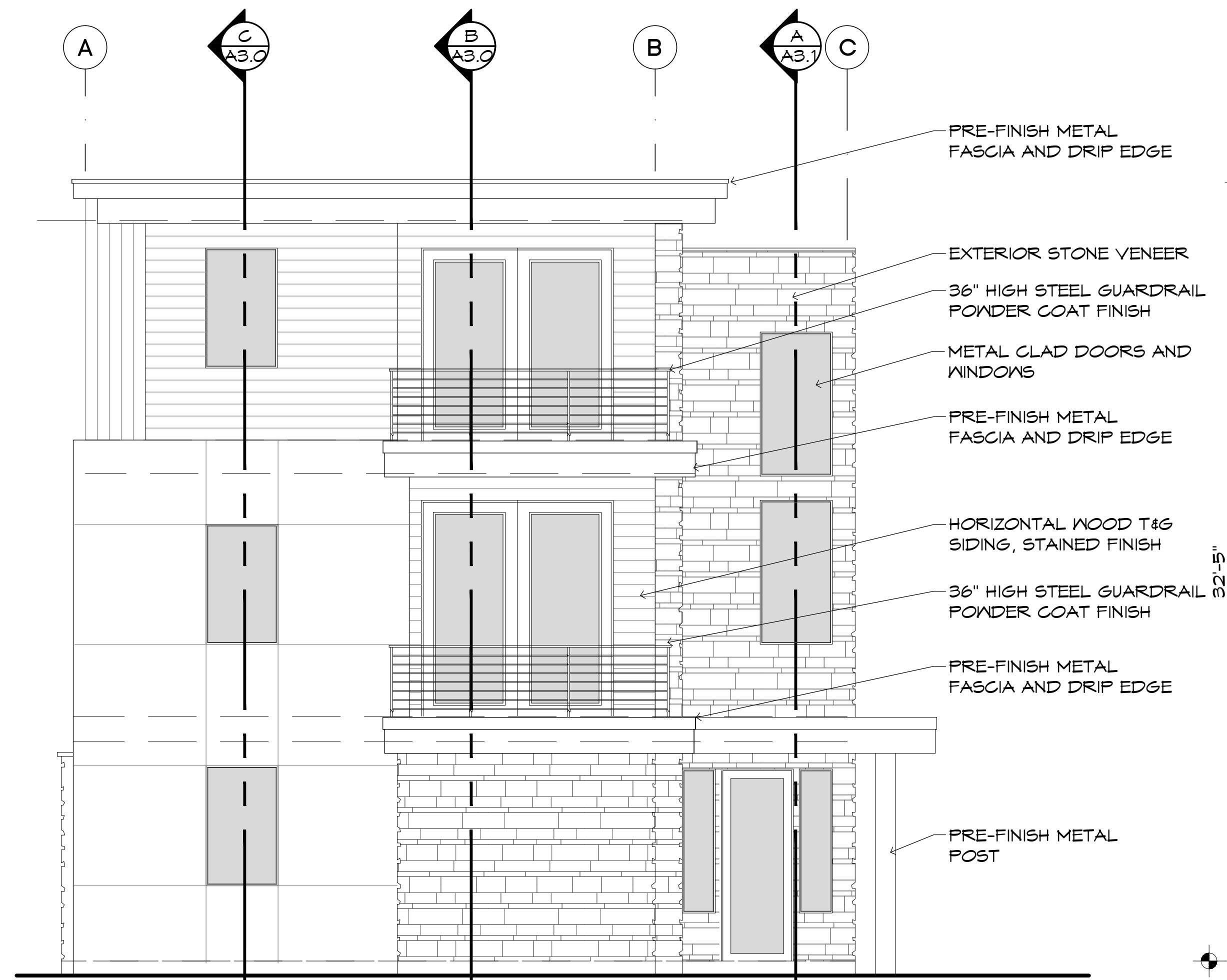
A4.0
 Exterior Elevations 112



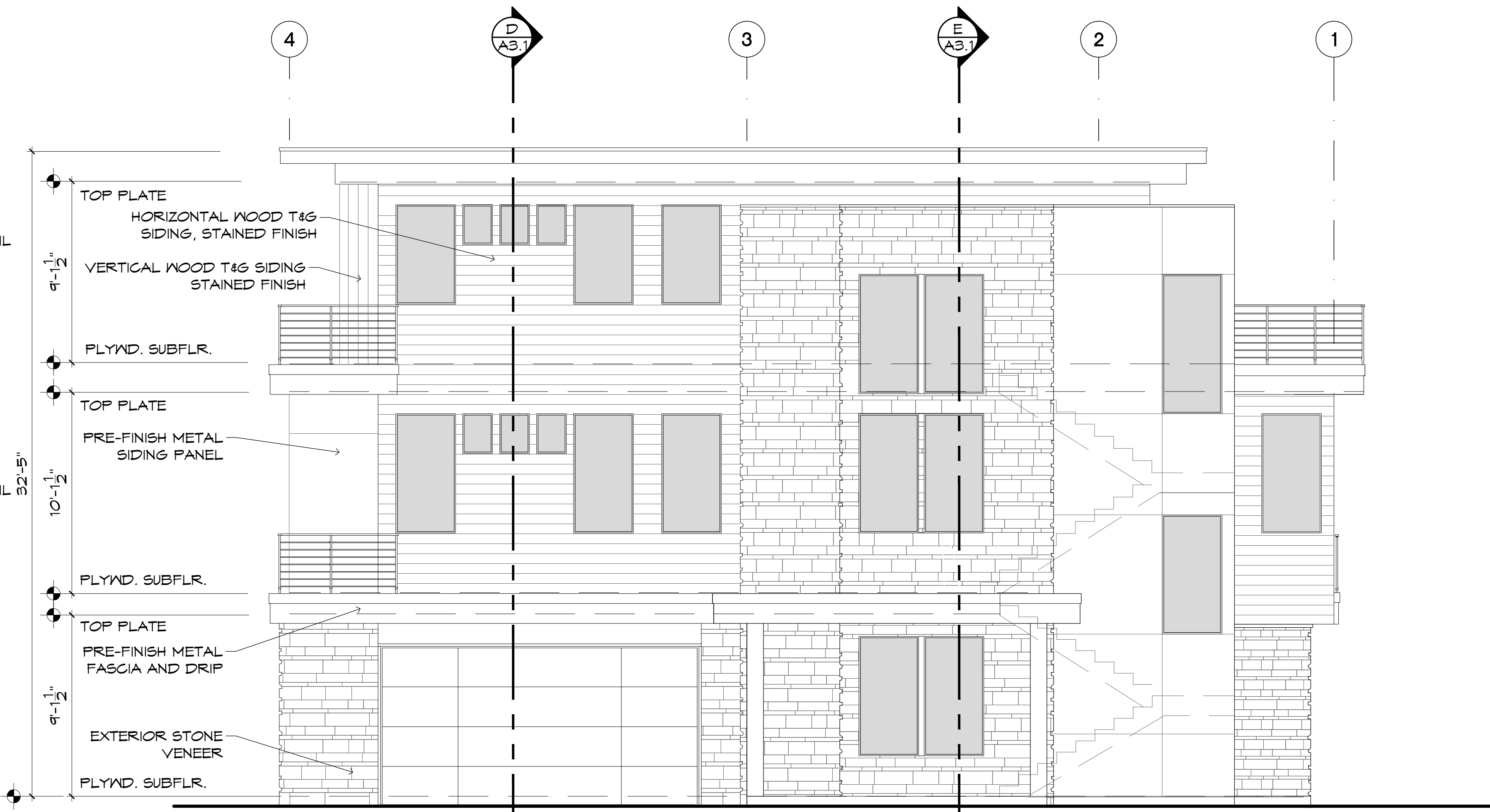
REAR ELEVATION



LEFT SIDE ELEVATION



FRONT ELEVATION
LOTS 1A + 2A, UNITS 2



RIGHT SIDE ELEVATION

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 SNOWBIRD SUBDIVISION
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Date: 03/15/2022
Drawn By: RJS
Checked By: TW
Revisions

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RIGHT (NORTH) ELEVATION
LOT 2A - UNIT 1

RIGHT (NORTH) ELEVATION
LOT 1A - UNIT 1 (FOR REFERENCE ONLY)

B
A42

SITE ELEVATION

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



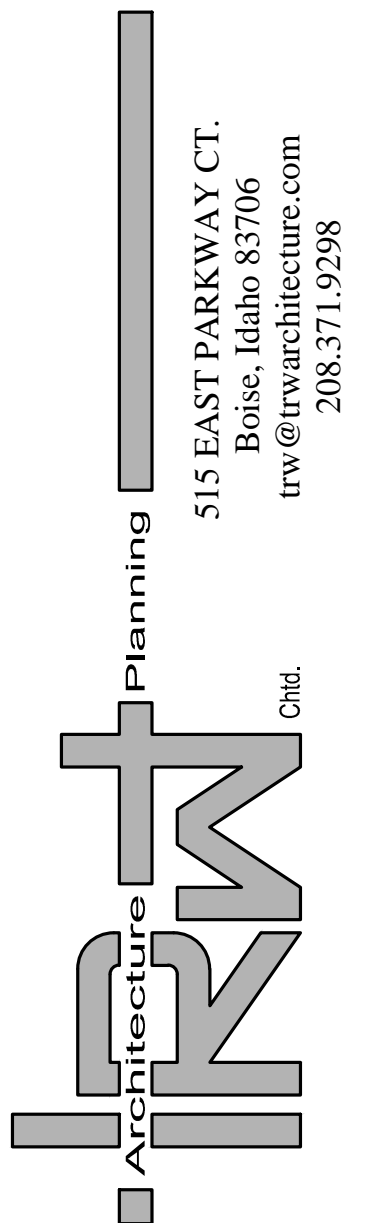
LEFT (SOUTH) ELEVATION
LOT 1A - UNIT 2 (FOR REFERENCE ONLY)

LEFT (SOUTH) ELEVATION
LOT 2A - UNIT 2


A
A42

SITE ELEVATION

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



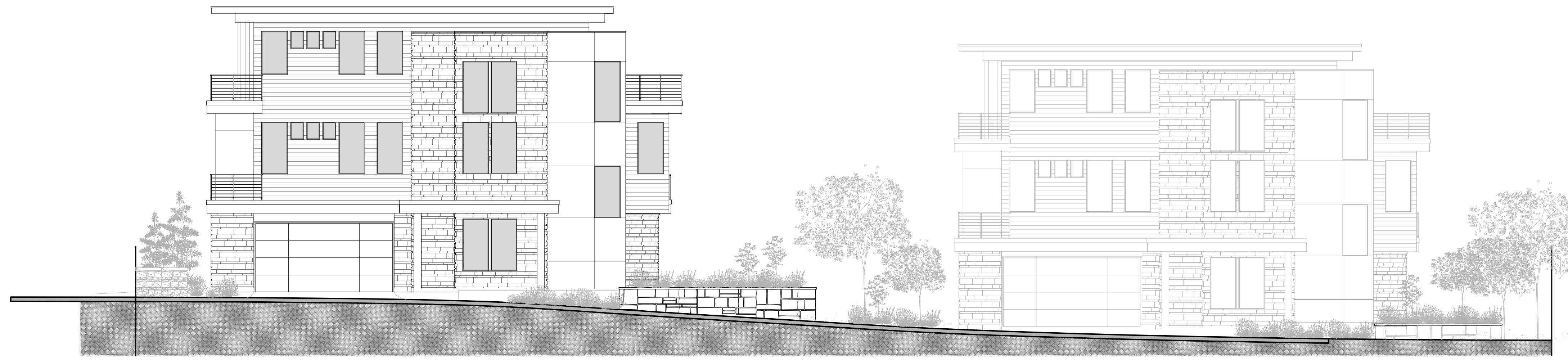
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 11-17-2021
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Date:	03/15/2022
Drawn By:	RJS
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△	
△	

A4.2
 Composite Exterior Elevations



RIGHT (NORTH) ELEVATION
LOT 2A - UNIT 2

RIGHT (NORTH) ELEVATION
LOT 1A - UNIT 2 (FOR REFERENCE ONLY)

C SITE ELEVATION
A43

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

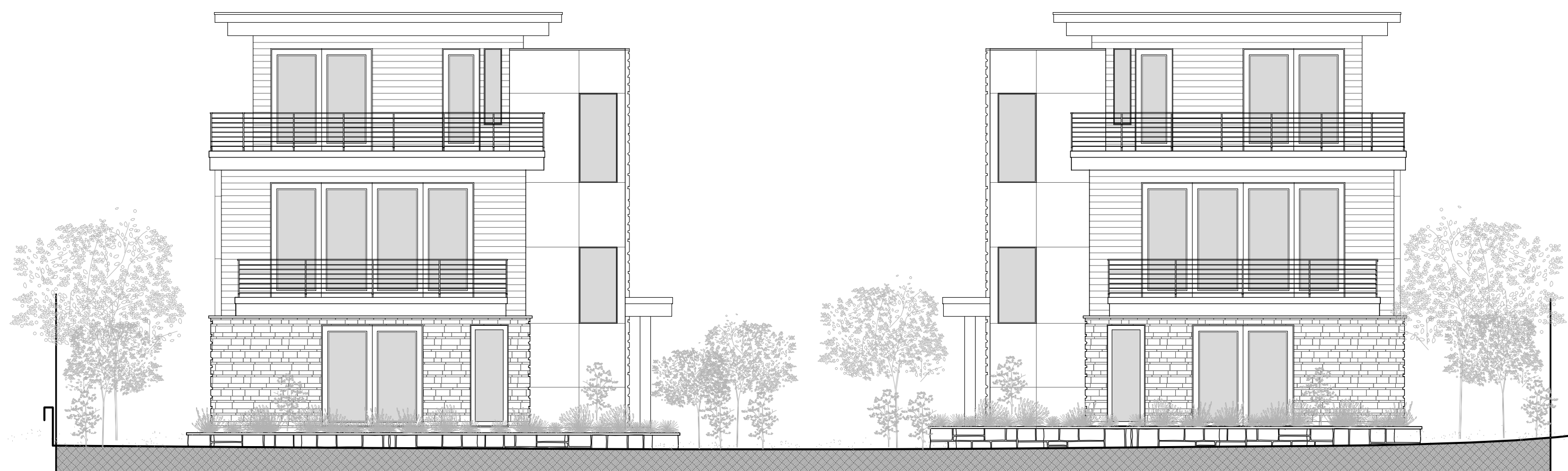


LEFT (SOUTH) ELEVATION
LOT 1A - UNIT 1 (FOR REFERENCE ONLY)

LEFT (SOUTH) ELEVATION
LOT 2A - UNIT 1

B SITE ELEVATION
A43

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

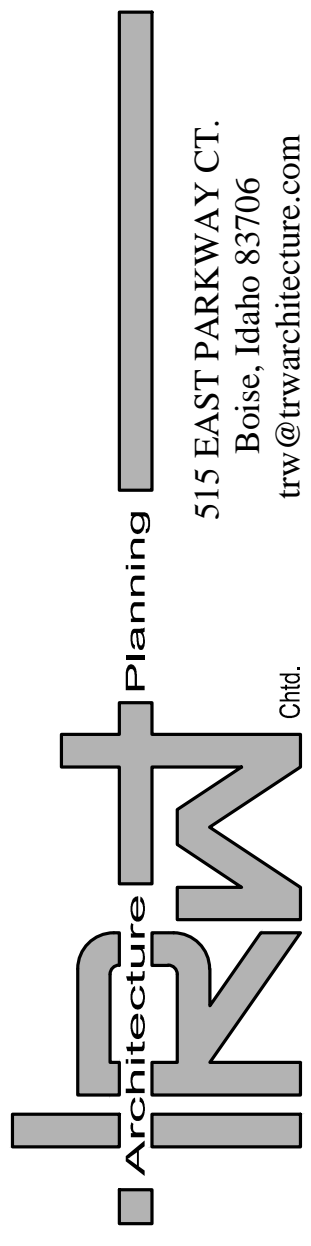


REAR (WEST) ELEVATION
LOT 2A - UNIT 1

REAR (WEST) ELEVATION
LOT 2A - UNIT 2

A SITE ELEVATION
A43

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


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LICENSED ARCHITECT
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SNOWBIRD TOWNHOMES
LOT 2A
 220 BIRD DRIVE
 LOTS 1 & 2, SNOWBIRD SUBDIVISION
 KETCHUM, IDAHO 83340

Date:	03/15/2022
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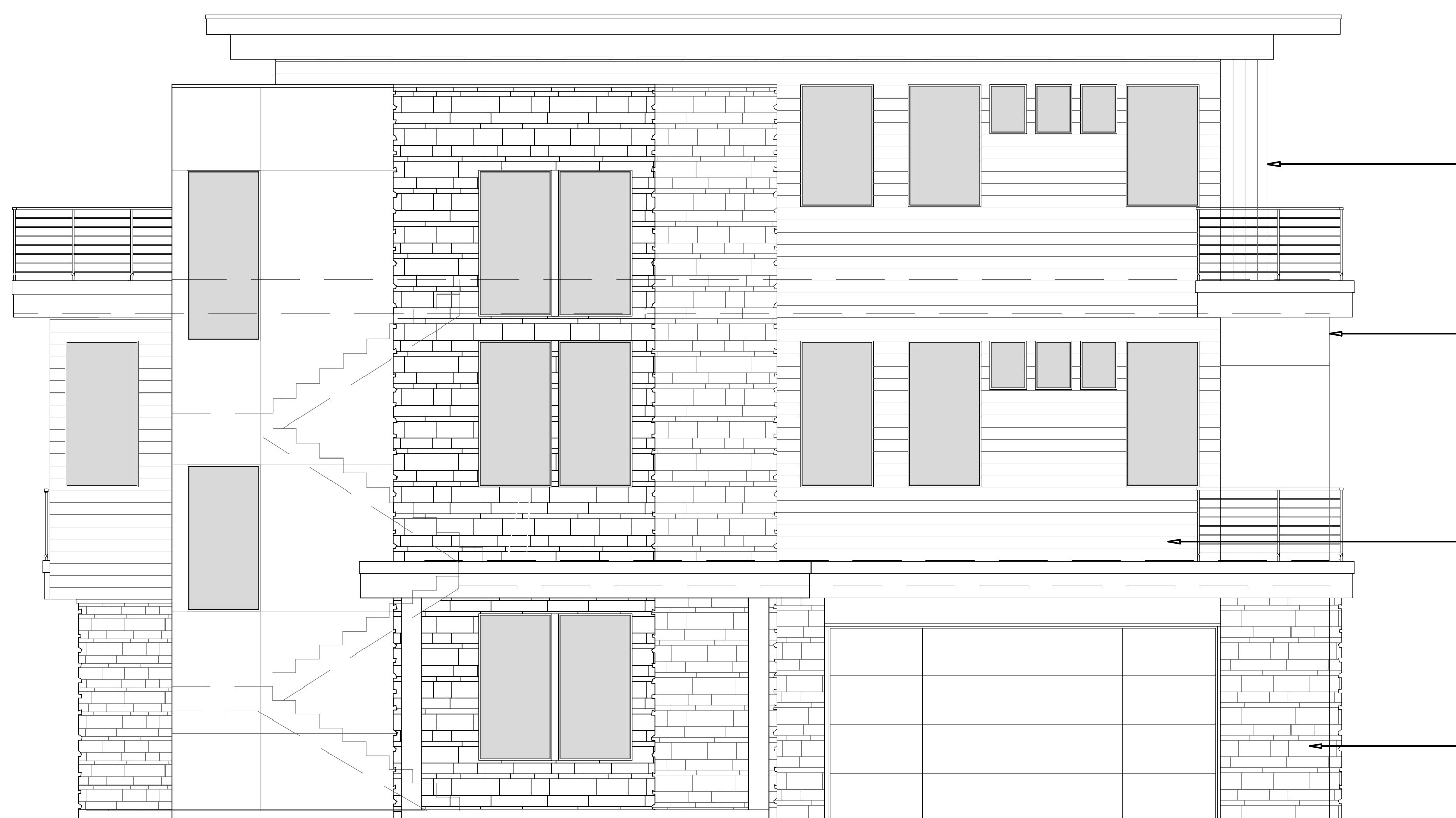
A4.3
 Composite Exterior Elevations



BIRD DRIVE PERSPECTIVE



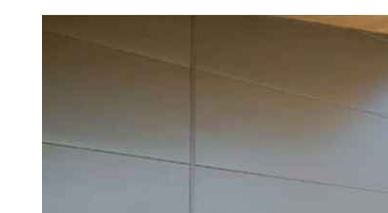
BIRD DRIVE PERSPECTIVE



**LEFT SIDE ELEVATION
LOTS 1A + 2A, UNITS 1**



Wood Siding
Vertical T&G Hem-Fir



Metal Siding
Flat Lock Panel, Quartz-Zinc



Wood Siding
Horizontal T&G Hem-Fir



Stone Veneer
Limestone



FRONT ELEVATION



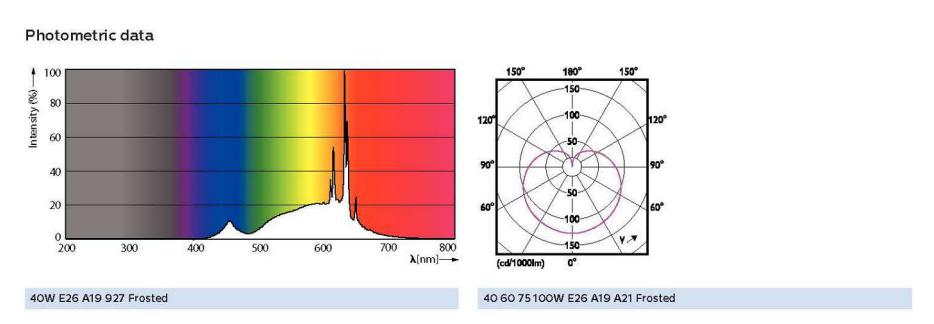
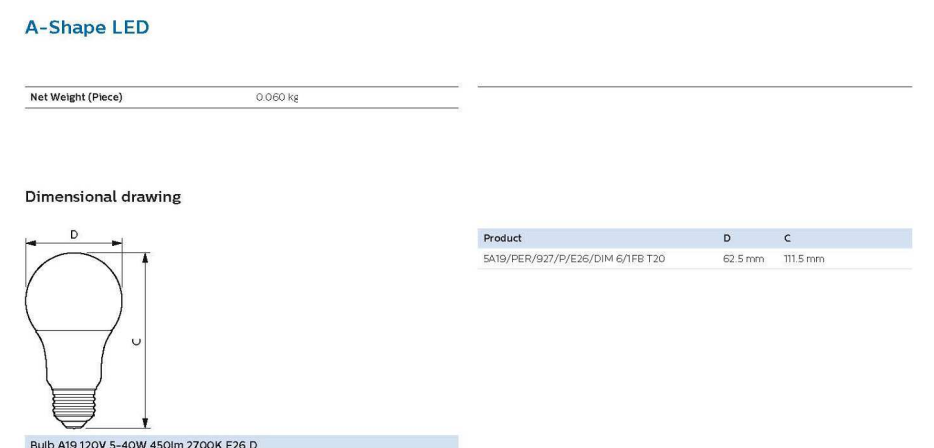
A-Shape LED

5A19/PER/927/P/E26/DIM 6/1FB T20

Philips A-Shape Dimmable LED lamps are the smart LED alternative to standard incandescents. The unique lamp design provides one-directional light with excellent dimming performance.

Product data

General Information	Watt to E26 Light (Watt)	5.5
Base	E26 Single Contact Medium Screw	
LED Base Information	Power Factor (PF)	0.7
	Voltage (Volt)	120V
Rated Lifetime (Hours)	50000 h	
Working Cycle	500000	
Technical Data	Temperature	
	Case Maximum (Temp)	55°C
Light Technical	Control and Dimming	
Color Code	Dimmable	Yes
Beam Angle (Beam)	250°	
Initial Surge (Surge)	450 mA	
Color Description	Beam Width (Beam)	250°
Control Color Temperature (Temp)	2700K	
Lumens (Wattage (Watt))	80/100/120W	
Color Consistency	Color Rendering Index (CRI)	90
Color Rendering Index (CRI)	90	
ULP (as per UL Minimum Lifetime (Hours))	30,000	
Operating and Electrical	Order product name	5A19/PER/927/P/E26/DIM 6/1FB T20
Part Number	SKU/UPC - Product	0462752626
Power (Wattage (Watt))	Order code	504203
Lead Length (Length)	Quantity Per Pack	1
Weight (Weight)	Manufacturer	Quantity Per Pack
Shipping Weight (Weight)	Manufacturer	Quantity Per Pack
Shipping Volume (Volume)	Manufacturer	Quantity Per Pack



LAMP

1/8" = 1'-0"

Twilight Large Dark Sky Friendly Outdoor Sconce

Base Item #204005
Configured Item #204005-1008

PRODUCT SPECIFICATIONS

Twilight Large Dark Sky Friendly Outdoor Sconce
Base Item #204005
Configured Item #204005-1008

FINISH
Coastal Dark Bronze - 77

LAMPING
Option Not Available

OPTIONS

Coastal Black - 10	Option Not Available
Coastal Dark Bronze - 77	Option Not Available
Coastal Mahogany - 73	Option Not Available
Coastal Bronze - 75	Option Not Available
Coastal Dark Bronze - 77	Option Not Available
Coastal Mahogany - 73	Option Not Available

SPECIFICATIONS

Twilight Large Dark Sky Friendly Outdoor Sconce
Base Item #204005
Configured Item #204005-1008

Socket Lamping
Socket: E26
Number of Sockets: 1
Location of Socket: 1' to 1' 6" included
E26 Base Available: 14

Rating
Outdoor: 100%
UL Listed: 100%

Dimensions
Height: 11.42"
Width: 11.32"
Product Weight: 8.85 lbs
Shipping Weight: 11.32" x 11.42"
Vertical Mounting Height: 7.00"
Base Mounting Height: 16.00 lbs
Shipping (DMS) Weight: 20.00 lbs

FIXTURE A

1/8" = 1'-0"

Junjo Snowbird Fixture "C"

4" IC 1400 LUMEN LED DOWNLIGHT NEW CONSTRUCTION OPEN TRIMS

IC LED (G4 141M) RECESSED HOUSING

PRODUCT DESCRIPTION
Downlight LED. Recessed into construction housing with integral LED engine. Includes 4" wide, 4" deep housing with recessed housing for 4" IC LED. Recessed housing is designed to provide 30,000 hours of life and is compatible with many standard 4" IC LED lamps.

ENVIRONMENTALLY FRIENDLY ENERGY EFFICIENT

- No ball or mercury. Ballast contained in LED engine.
- Low voltage operation at 120V AC.
- Low power consumption.
- Low heat output.
- Low maintenance.

PRODUCT SPECIFICATIONS

LED Light Engine
LED engine is high purity aluminum, bonded to a stainless steel heat sink. LED engine is designed to provide 30,000 hours of life and is compatible with many standard 4" IC LED lamps.

Optical System
Computer optimized reflector design with high quality reflective material. Standard optic is 45° beam spread. LED engine is recessed into construction housing with 4" IC LED.

LED Driver
Class D dimmable LED driver with 120V AC input and 0-10V dimming control. LED driver is recessed into construction housing with 4" IC LED.

Life
Rated for 30,000 hours or 70% lumen maintenance. Certified to meet LM78-2 Class C LED lighting requirements. LED engine is recessed into construction housing with 4" IC LED.

4" IC 1400 LUMEN LED DOWNLIGHT NEW CONSTRUCTION OPEN TRIMS

Electrical Data	120V		120V		120V		120V	
	Watts	lm	Watts	lm	Watts	lm	Watts	lm
Model	4100-01	1400	4100-02	1400	4100-03	1400	4100-04	1400
Power Factor	0.95		0.95		0.95		0.95	
THD	12%		12%		12%		12%	

Beam Spread		Beam Spread		Beam Spread	
Beam Spread	Beam Spread	Beam Spread	Beam Spread	Beam Spread	Beam Spread
45°	11.14"	60°	14.14"	90°	21.21"
60°	14.14"	90°	21.21"	120°	28.28"
90°	21.21"	120°	28.28"	150°	35.35"
120°	28.28"	150°	35.35"	180°	42.42"

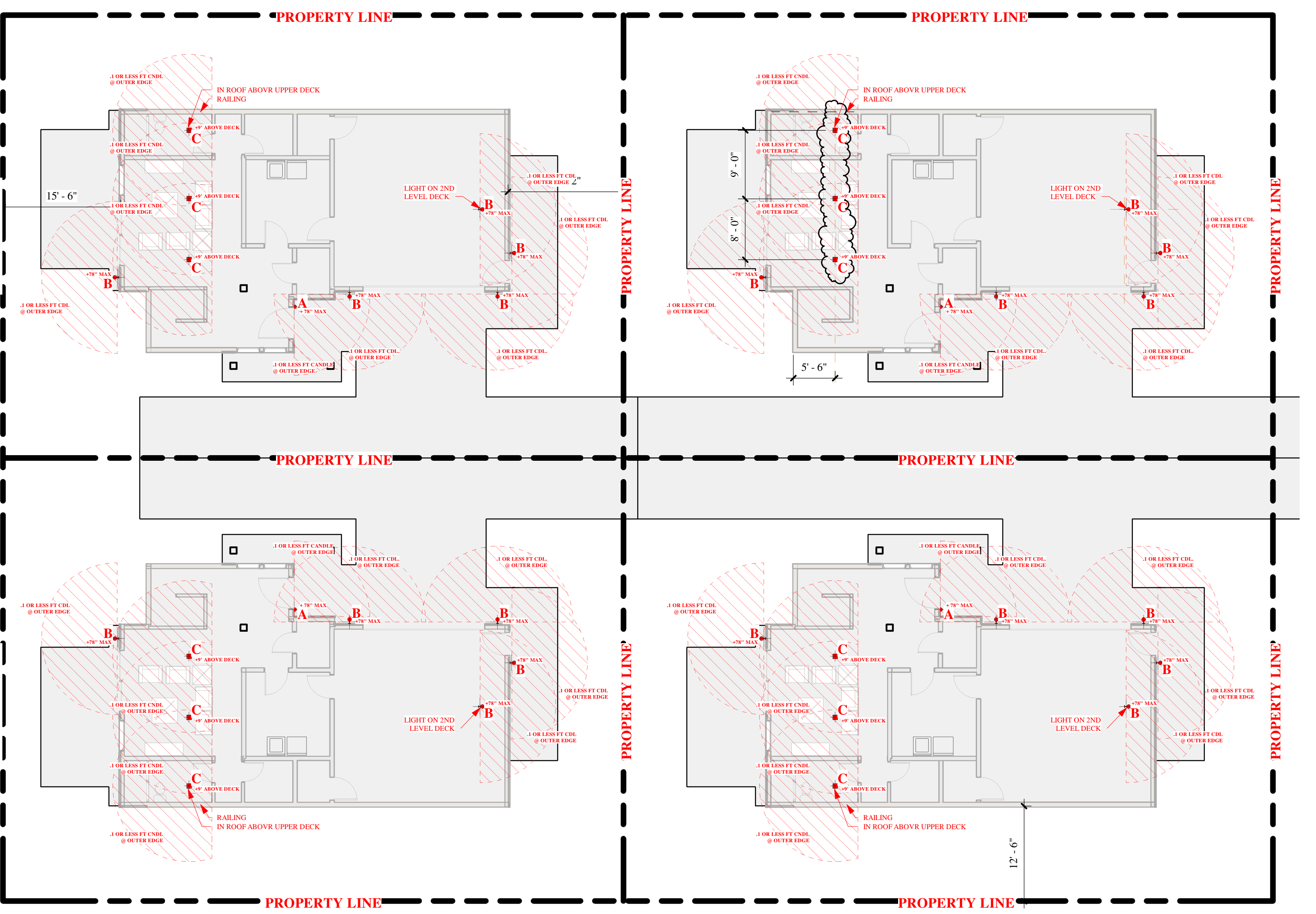
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4" IC 1400 LUMEN LED DOWNLIGHT NEW CONSTRUCTION OPEN TRIMS

Electrical Data		120V		120V		120V	
Watts	lm	Watts	lm	Watts	lm	Watts	lm
Model	4100-01	1400	1400	4100-02	1400	4100-03	1400
Power Factor	0.95		0.95		0.95		0.95
THD	12%		12%		12%		12%

Beam Spread		Beam Spread		Beam Spread	
Beam Spread	Beam Spread	Beam Spread	Beam Spread	Beam Spread	Beam Spread
45°	11.14"	60°	14.14"	90°	21.21"
60°	14.14"	90°	21.21"	120°	28.28"
90°	21.21"	120°	28.28"	150°	35.35"
120°	28.28"	150°	35.35"	180°	42.42"

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F.F. LINE 1ST & PHOTOMETRIC

1" = 10'-0"

FIXTURE C

1/8" = 1'-0"

Junjo Snowbird Fixture "C"

4" IC 1400 LUMEN LED DOWNLIGHT NEW CONSTRUCTION OPEN TRIMS

IC LED (G4 141M) RECESSED HOUSING

FIXTURE B

1/8" = 1'-0"

Junjo Snowbird Fixture "B"

4" IC 1400 LUMEN LED DOWNLIGHT NEW CONSTRUCTION OPEN TRIMS

IC LED (G4 141M) RECESSED HOUSING

HINKLEY

Snobird Fixture "B"

4" IC 1400 LUMEN LED DOWNLIGHT NEW CONSTRUCTION OPEN TRIMS

IC LED (G4 141M) RECESSED HOUSING

PRODUCT DESCRIPTION
Downlight LED. Recessed into construction housing with integral LED engine. Includes 4" wide, 4" deep housing with recessed housing for 4" IC LED. Recessed housing is designed to provide 30,000 hours of life and is compatible with many standard 4" IC LED lamps.

ENVIRONMENTALLY FRIENDLY ENERGY EFFICIENT

- No ball or mercury. Ballast contained in LED engine.
- Low voltage operation at 120V AC.
- Low power consumption.
- Low heat output.
- Low maintenance.

PRODUCT SPECIFICATIONS

LED Light Engine
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Class D dimmable LED driver with 120V AC input and 0-10V dimming control. LED driver is recessed into construction housing with 4" IC LED.

Life
Rated for 30,000 hours or 70% lumen maintenance. Certified to meet LM78-2 Class C LED lighting requirements. LED engine is recessed into construction housing with 4" IC LED.

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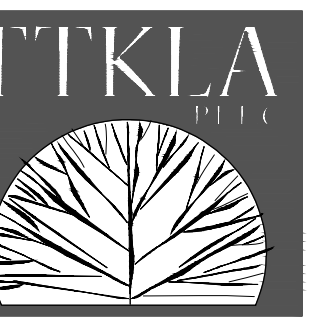
LICENSED ARCHITECT
ART 1710
Thomas R. Williams
12-23-2021
THOMAS R. WILLIAMS
STATE OF IDAHO

SNOWBIRD TOWNHOMES
220 BIRD DRIVE
LOTS 1 & 2, SNOWBIRD SUBDIVISION
KETCHUM, IDAHO 83340

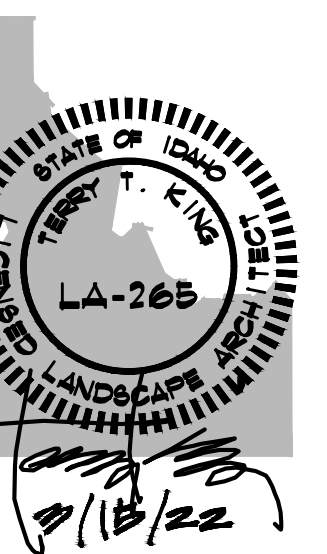
2021 17
Date: 12/23/2021 9:41:02 AM
Drawn By: Author
Checked By: Checker

Revisions	
Revision 1	MDDDDYY Y

A4.4
PHOTOMETRIC



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(208) 720-3730 Ketchum
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www.ttkla.com



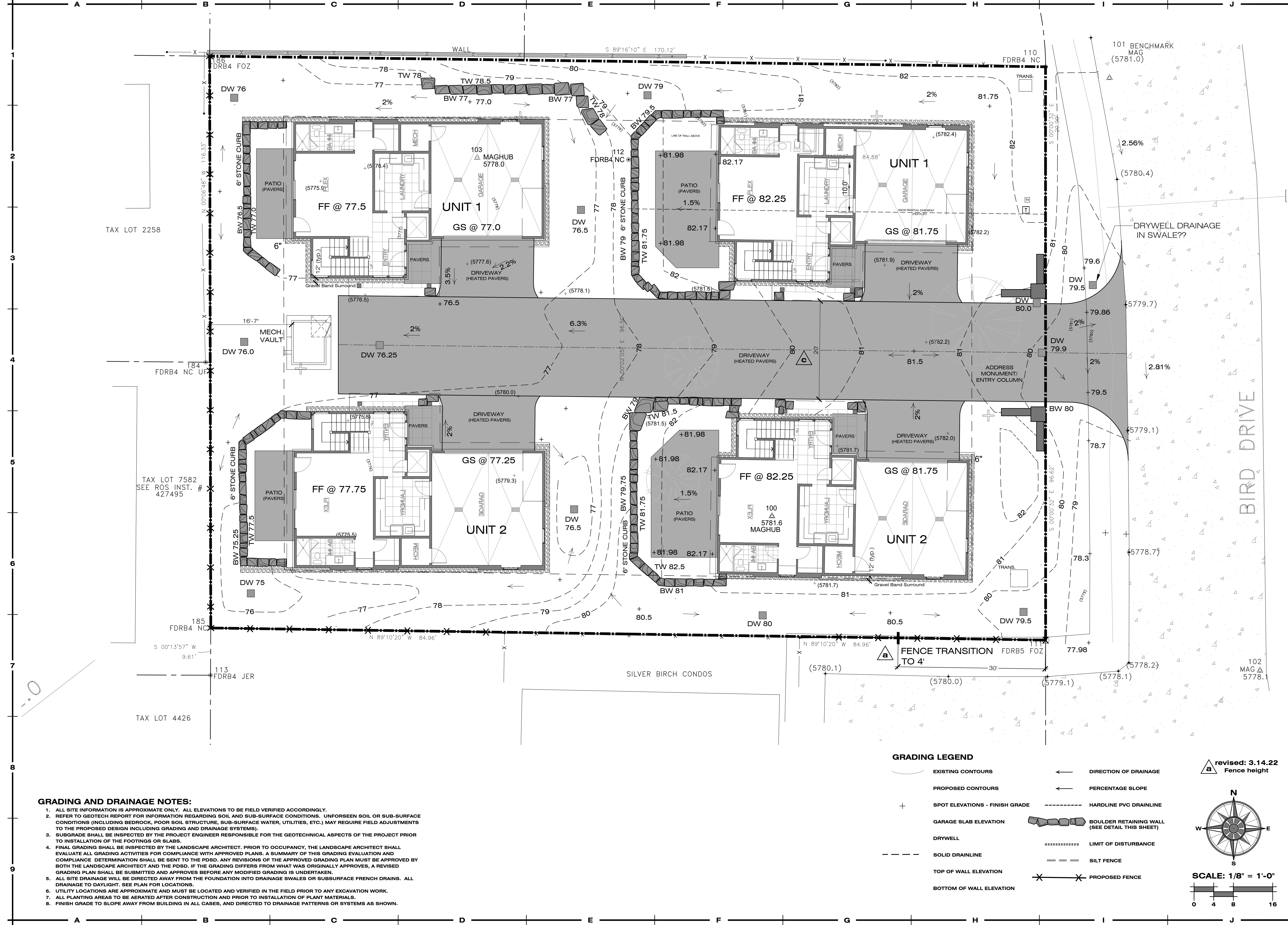
Grading Plan

Snowbird Townhomes

220 Bird Dr.
Lots 1 & 2, Snowbird Sub.
Ketchum • Idaho • 83340

drawn by: mo
checked by: tk
date: March 15, 2022
revision:
March 14, 2022

L-1.1
SHEET

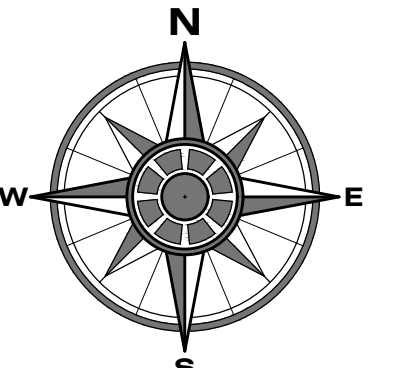


- GRADING AND DRAINAGE NOTES:**
1. ALL SITE INFORMATION IS APPROXIMATE ONLY. ALL ELEVATIONS TO BE FIELD VERIFIED ACCORDINGLY.
 2. REFER TO GEOTECH REPORT FOR INFORMATION REGARDING SOIL AND SUB-SURFACE CONDITIONS. UNFORSEEN SOIL OR SUB-SURFACE CONDITIONS (INCLUDING BEDROCK, POOR SOIL STRUCTURE, SUB-SURFACE WATER, UTILITIES, ETC.) MAY REQUIRE FIELD ADJUSTMENTS TO THE PROPOSED DESIGN INCLUDING GRADING AND DRAINAGE SYSTEMS).
 3. SUBGRADE SHALL BE INSPECTED BY THE PROJECT ENGINEER RESPONSIBLE FOR THE GEOTECHNICAL ASPECTS OF THE PROJECT PRIOR TO INSTALLATION OF THE FOOTINGS OR SLABS.
 4. FINAL GRADING SHALL BE INSPECTED BY THE LANDSCAPE ARCHITECT. PRIOR TO OCCUPANCY, THE LANDSCAPE ARCHITECT SHALL EVALUATE ALL GRADING ACTIVITIES FOR COMPLIANCE WITH APPROVED PLANS. A SUMMARY OF THIS GRADING EVALUATION AND COMPLIANCE DETERMINATION SHALL BE SENT TO THE PSDS. ANY REVISIONS OF THE APPROVED GRADING PLAN MUST BE APPROVED BY BOTH THE LANDSCAPE ARCHITECT AND THE PSDS. IF THE GRADING DIFFERS FROM WHAT WAS ORIGINALLY APPROVES, A REVISED GRADING PLAN SHALL BE SUBMITTED AND APPROVES BEFORE ANY MODIFIED GRADING IS UNDERTAKEN.
 5. ALL SITE DRAINAGE WILL BE DIRECTED AWAY FROM THE FOUNDATION INTO DRAINAGE SWALES OR SUBSURFACE FRENCH DRAINS. ALL DRAINAGE TO DAYLIGHT. SEE PLAN FOR LOCATIONS.
 6. UTILITY LOCATIONS ARE APPROXIMATE AND MUST BE LOCATED AND VERIFIED IN THE FIELD PRIOR TO ANY EXCAVATION WORK.
 7. ALL PLANTING AREAS TO BE AERATED AFTER CONSTRUCTION AND PRIOR TO INSTALLATION OF PLANT MATERIALS.
 8. FINISH GRADE TO SLOPE AWAY FROM BUILDING IN ALL CASES, AND DIRECTED TO DRAINAGE PATTERNS OR SYSTEMS AS SHOWN.

GRADING LEGEND

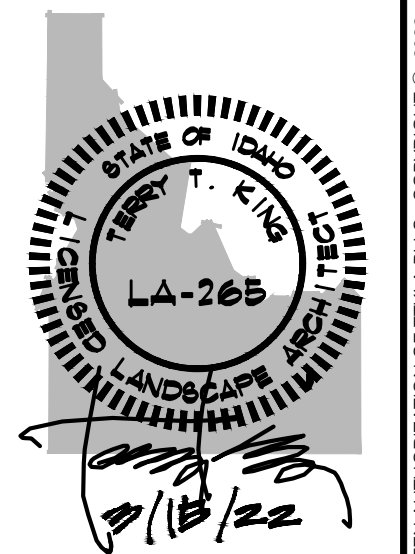
- | | | | |
|--|--------------------------------|--|--|
| | EXISTING CONTOURS | | DIRECTION OF DRAINAGE |
| | PROPOSED CONTOURS | | PERCENTAGE SLOPE |
| | SPOT ELEVATIONS - FINISH GRADE | | HARDLINE PVC DRAINLINE |
| | GARAGE SLAB ELEVATION | | BOULDER RETAINING WALL (SEE DETAIL THIS SHEET) |
| | DRYWELL | | LIMIT OF DISTURBANCE |
| | SOLID DRAINLINE | | SILT FENCE |
| | TOP OF WALL ELEVATION | | PROPOSED FENCE |
| | BOTTOM OF WALL ELEVATION | | |

revised: 3.14.22
Fence height



SCALE: 1/8" = 1'-0"
0 4 8 16

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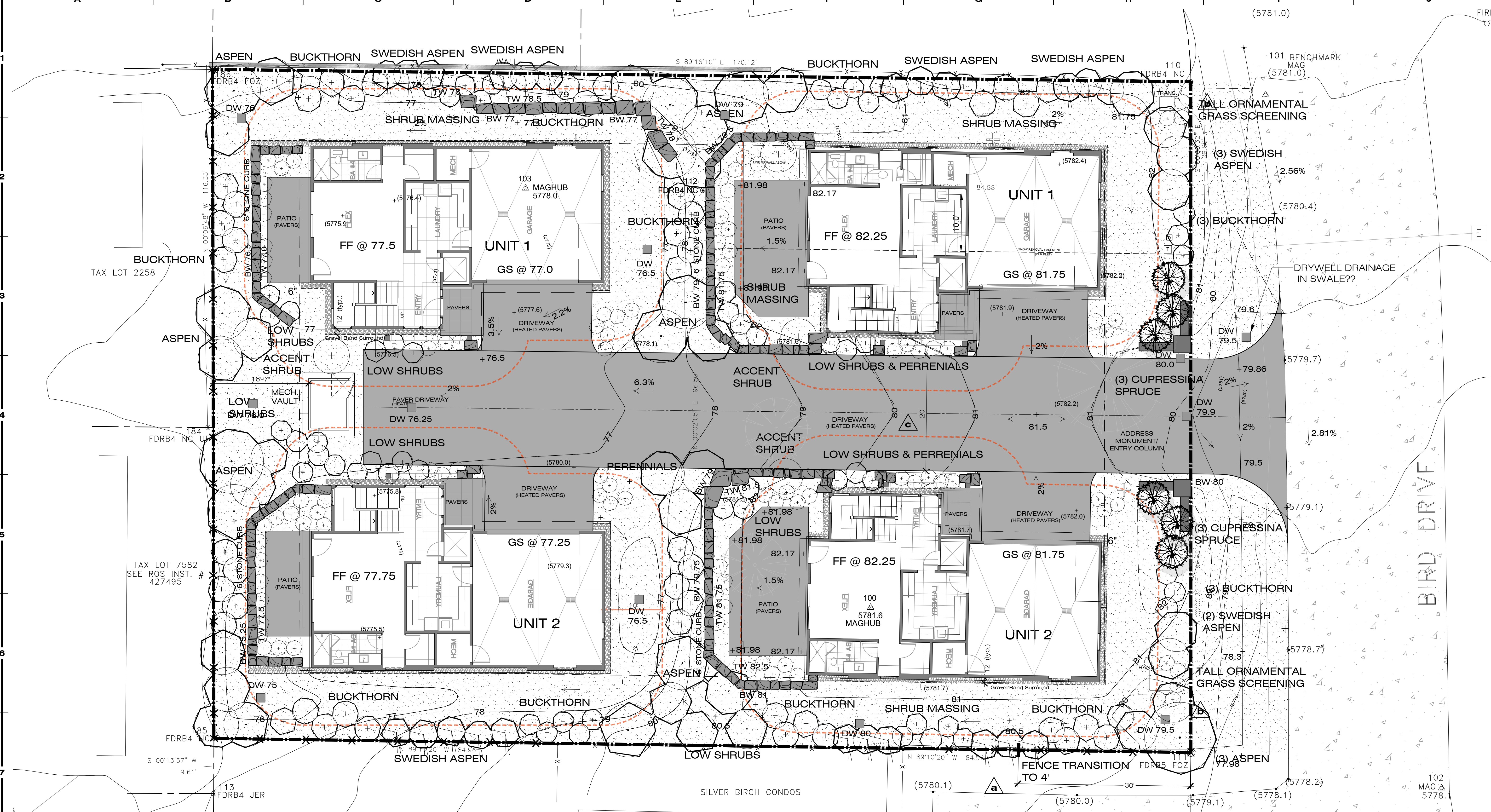
LANDSCAPE PLAN

Snowbird Townhomes

220 Bird Dr.
Lots 1 & 2, Snowbird Sub.
Ketchum • Blaine County • Idaho

drawn by: mo
checked by: tk
date: March 14, 2022
revisions:
March 15, 2022

L-1.2
SHEET

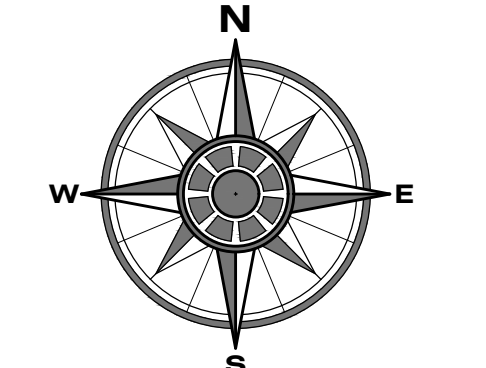


PLANT LEGEND

	2 EVERGREEN TREES		112 SHRUBS		10,230 sf PLANTER BEDS		645 lf EDGING
6 - 10-12'	Cupressina Spruce, Picea abies 'Cupressina'	5 GAL. T.B.D.	Barberry - Helmond Pillar, Berberis thunb. f. atro. 'Helmond Pillar' Barberry - Orange Rocket, Berberis thunbergii 'Orange Rocket' Buckthorn - Tallhedge, Rhamnus frangula 'Tallhedge' Dogwood - Kelsey, Cornus sericea 'Kelsey' Peking Cotoneaster, Cotoneaster acutifolius Snowberry, Symphoricarpos albus Spirea - Tor Birchleaf, Spirea fritschiana Spirea - Tor Birchleaf, Spirea betulifolia 'Tor' Sumac - Gro-Low, Rhus aromatica 'Gro-Low'	3" MIN. BARK MULCH 10,230 s.f. - 95 yds	645 lf	STEEL EDGING 645 lf.	
10 - 6-8'	DECIDUOUS TREES	Quaking Aspen, Populus Tremuloides	90 PERENNIALS	SALVIA PENSTEMON COLUMBINE COREOPSIS KINNIKINICK SWEET WOODRUFF CREEPING MAHONIA CORAL BELLS SEDUM	460 sf 12' GRAVEL FOUNDATION BORDER	5,360 lf PAVERS	
8 - 8-10'					460 s.f.	5,360 s.f.	
15 - 10-12'							
10 - 12+					228 lf 6/4" TALL WOOD FENCE		
6 - 6-8'					158 lf. - 6' tall fence		
8 - 8-10'					30 lf. - 4' tall fence		
8 - 10-12'							
6 - 12+							

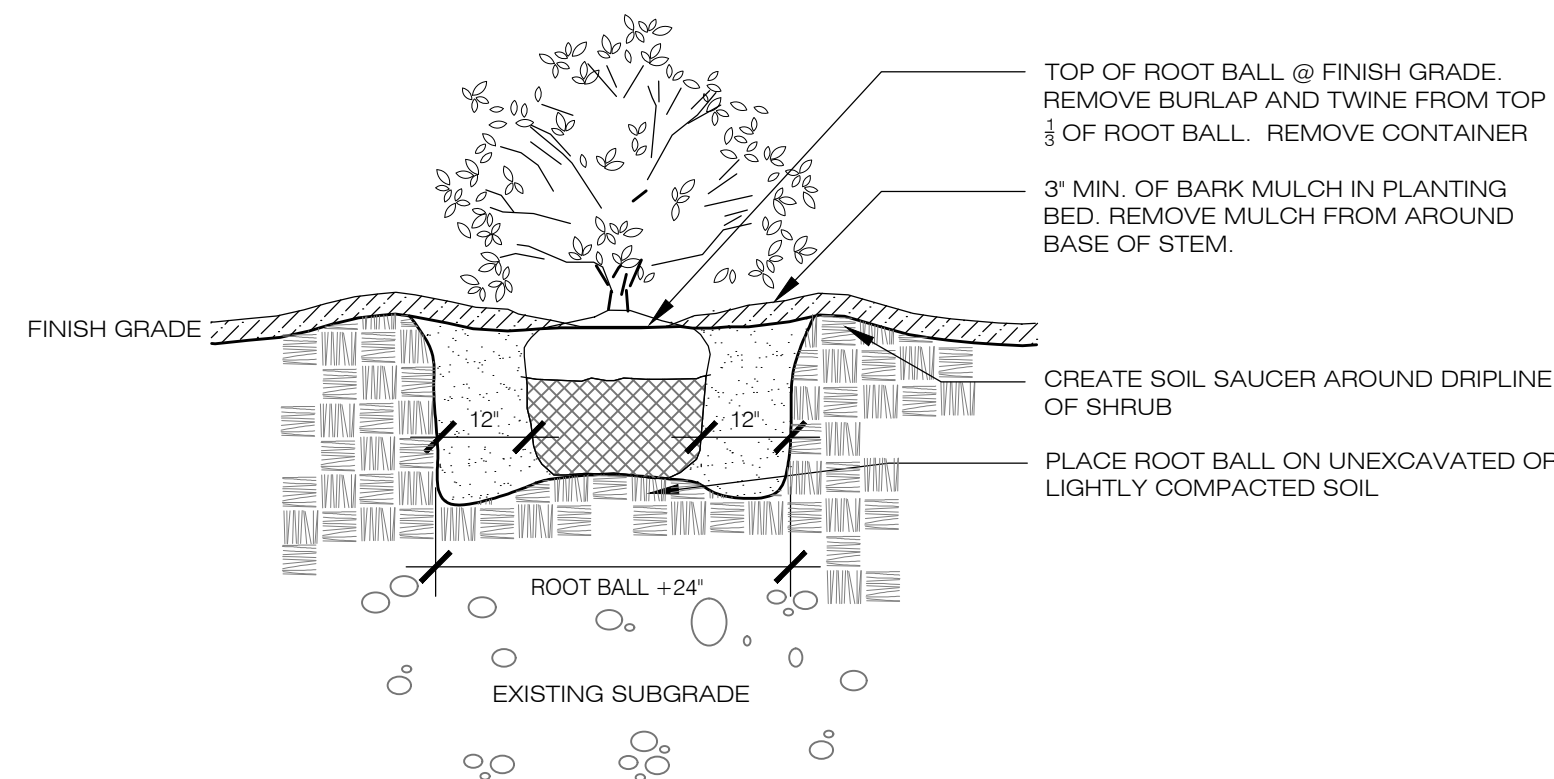
LANDSCAPE & PLANTING NOTES:

- LOCATIONS OF PROPOSED PLANT MATERIALS ARE APPROXIMATE AND MUST BE FIELD VERIFIED PRIOR TO INSTALLATION. LOCATIONS SHOWN ON THE PLAN MAY VARY BASED ON EXISTING FIELD CONDITIONS. CONSULT LANDSCAPE ARCHITECT PRIOR TO INSTALL.
- ANY UTILITY LOCATIONS ARE APPROXIMATE AND MUST BE LOCATED AND VERIFIED IN THE FIELD PRIOR TO ANY EXCAVATION WORK INCLUDING INSTALLATION OF PLANT MATERIALS.
- ALL PLANTING AREAS TO BE AERATED AFTER CONSTRUCTION AND PRIOR TO INSTALLATION OF PLANT MATERIALS.
- ALL PLANT MATERIALS TO COMPLY WITH THE AMERICAN ASSOCIATION OF NURSERYMEN STANDARDS.
- ALL PLANT MATERIAL SUBJECT TO AVAILABILITY.
- REFER TO ADDITIONAL MATERIALS AND SPECS INCLUDING IRRIGATION PLAN AND PERFORMANCE SPECIFICATIONS FOR ADDITIONAL INFORMATION.
- ALL LANDSCAPING TO BE IRRIGATED BY AN AUTOMATIC SPRINKLER SYSTEM.
- THIS PROJECT SHALL COMPLY WITH THE CITY OF KETCHUM FIRE PROTECTION AND DEFENSIBLE SPACE CHARACTERISTICS. TREE CROWNS EXTENDING TO WITHIN 10 FEET OF ANY STRUCTURE SHALL BE PRUNED TO MAINTAIN A MINIMUM HORIZONTAL CLEARANCE OF 10 FEET. TREE CROWNS WITHIN 30 FEET OF ANY STRUCTURE SHALL BE PRUNED TO REMOVE LIMBS LOCATED LESS THAN 6 FEET ABOVE THE GROUND SURFACE ADJACENT TO THE TREES. NON FIRE-RESISTIVE VEGETATION OR GROWTH SHALL BE KEPT CLEAR OF BUILDINGS AND STRUCTURES. IN SUCH A MANNER AS TO PROVIDE A CLEAR AREA FOR FIRE SUPPRESSION OPERATIONS. THE AREA 12" HORIZONTAL FROM THE BASE OF A WALL SHALL BE FINISHED IN A WAY TO PREVENT ANY VEGETATION GROWING, AND FOR VEGETATIVE DEBRIS TO BE EASILY REMOVED.



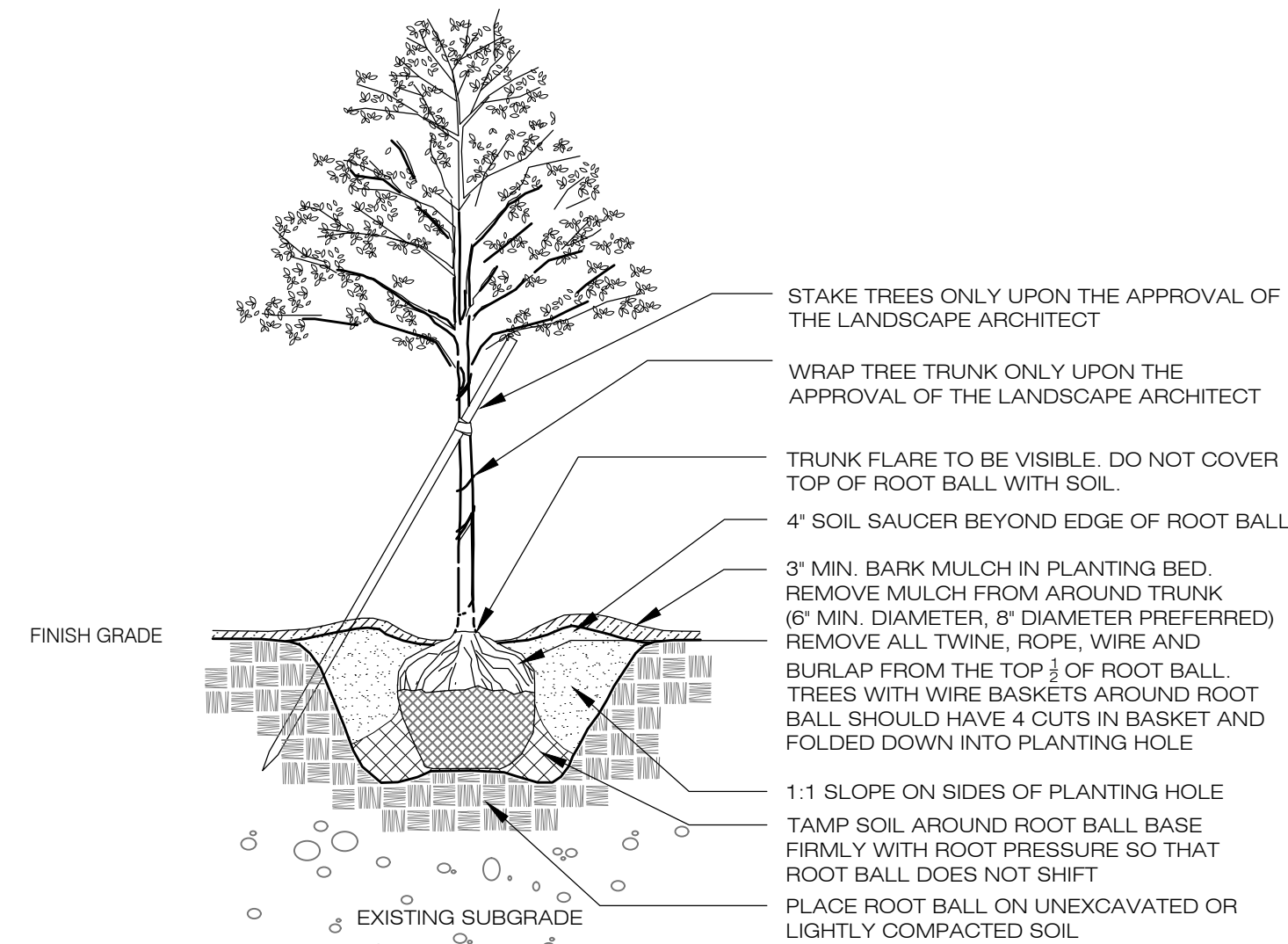
- a** revised: 3.14.22 Fence height
- b** revised: 3.14.22 Add screening plants
- c** revised: 3.14.22 width of driveway

DOCUMENT INCLUDING THE ELECTRONIC FILE ASSOCIATED WITH IT) AND THE CONTENTS CONTAINED THEREIN (I.E. DESIGNS, CONCEPTS, AND GRAPHIC SYMBOLS OWNERSHIP OF DOCUMENTS ARE THE PROPERTY OF TTKLA P.L.L.C. AND SHALL NOT BE USED IN WHOLE OR IN PART, BY ANY OTHER PERSON OR PERSONS WITHOUT THE WRITTEN AUTHORIZATION OF TTKLA P.L.L.C. COPYRIGHT © 2022



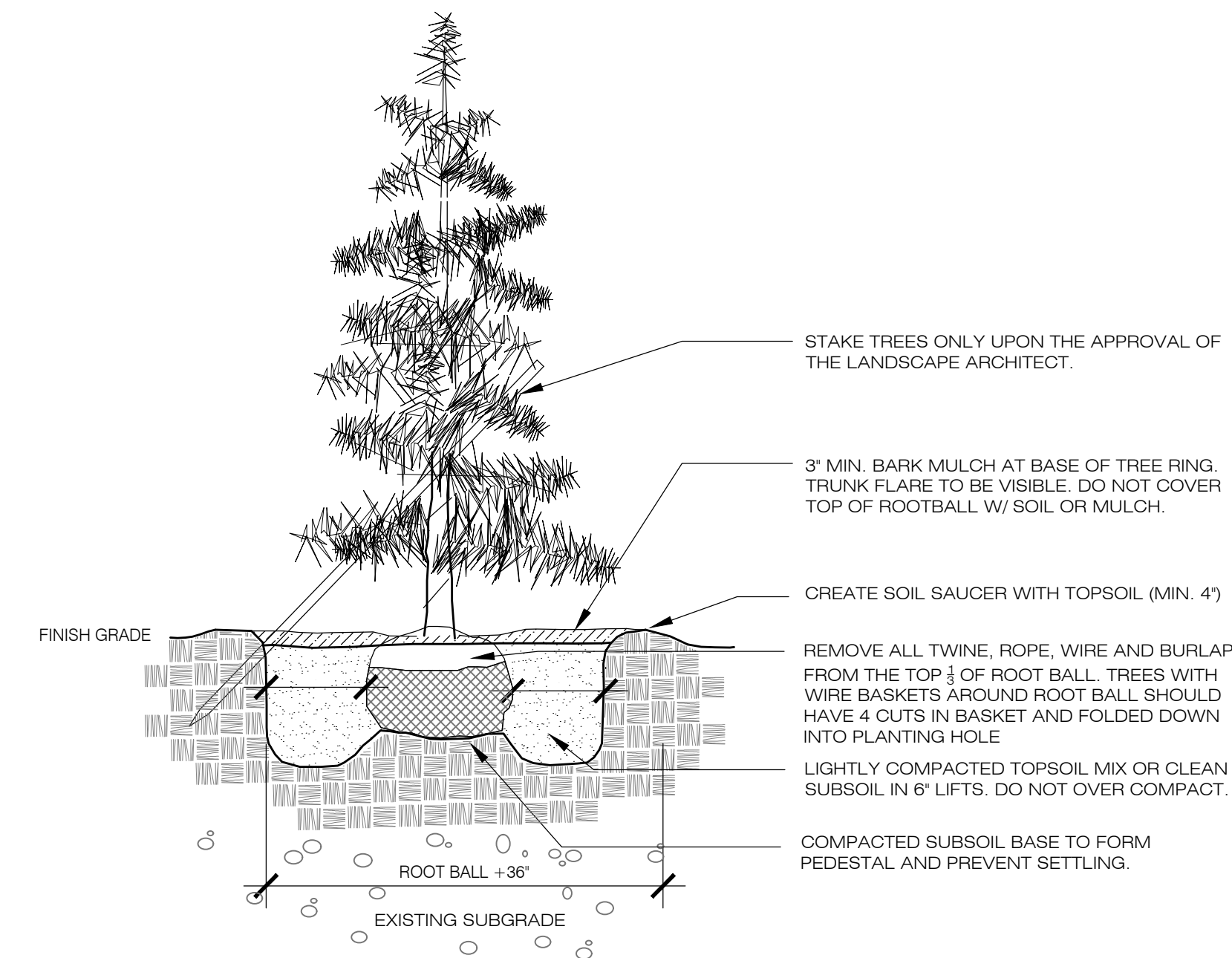
- NOTES:
1. COMPLETELY REMOVE ALL STRINGS, RIBBONS, TAGS AND OTHER FOREIGN OBJECTS FROM THE PLANT.
 2. ALL SHRUBS TO BE PLANTED IN BARK MULCH BEDS.
 3. PRUNE ALL BROKEN AND WEAK BRANCHES. PRUNE WHEN FIRST INSTALLED, EXCEPT IF PLANT IS IN BLOOM. ALL PRUNING MUST OCCUR WHEN PLANT IS NOT IN BLOOM.
 4. ALL SHRUBS TO BE COMPLETELY EXCAVATED OF ALL EXISTING SOIL TO REQUIRED DEPTH AND BACKFILLED WITH REQUIRED SOIL MIX.

SHRUB PLANTING DETAIL
SCALE: NTS



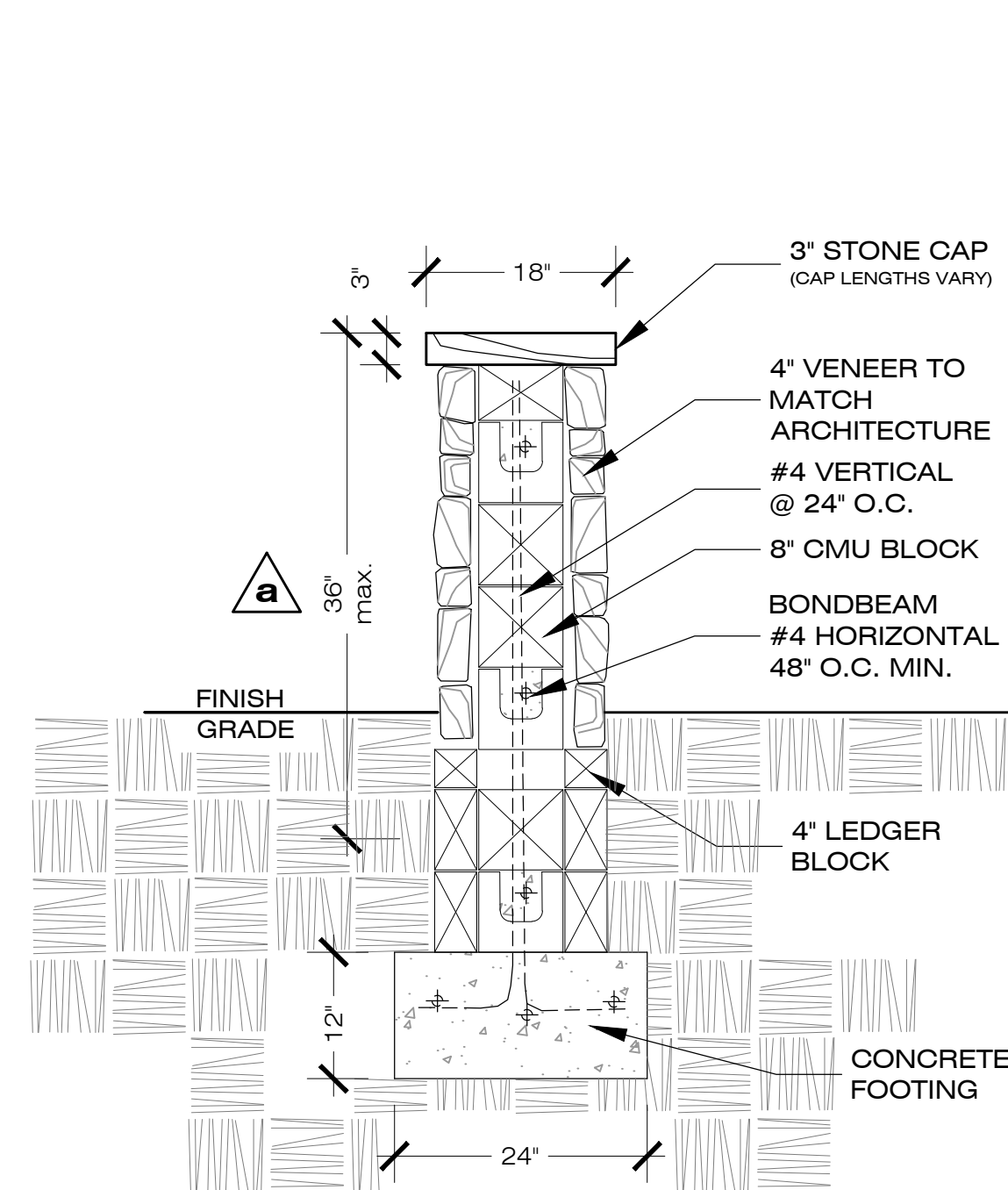
- NOTES:
1. SET TOP OF ROOT BALL FLUSH WITH FINISHED GRADE OR 1'-3" HIGHER IN SLOWLY DRAINING SOILS.
 2. DO NOT HEAVILY PRUNE TREE AT TIME OF PLANTING. PRUNE ONLY CROSSOVER LIMBS, CO-DOMINANT LEADERS, BROKEN OR DEAD BRANCHES. DO NOT REMOVE TERMINAL BUDS THAT EXTEND TO THE EDGE OF THE CROWN. DO NOT PRUNE MAIN LEADER.

DECIDUOUS TREE PLANTING DETAIL
SCALE: NTS

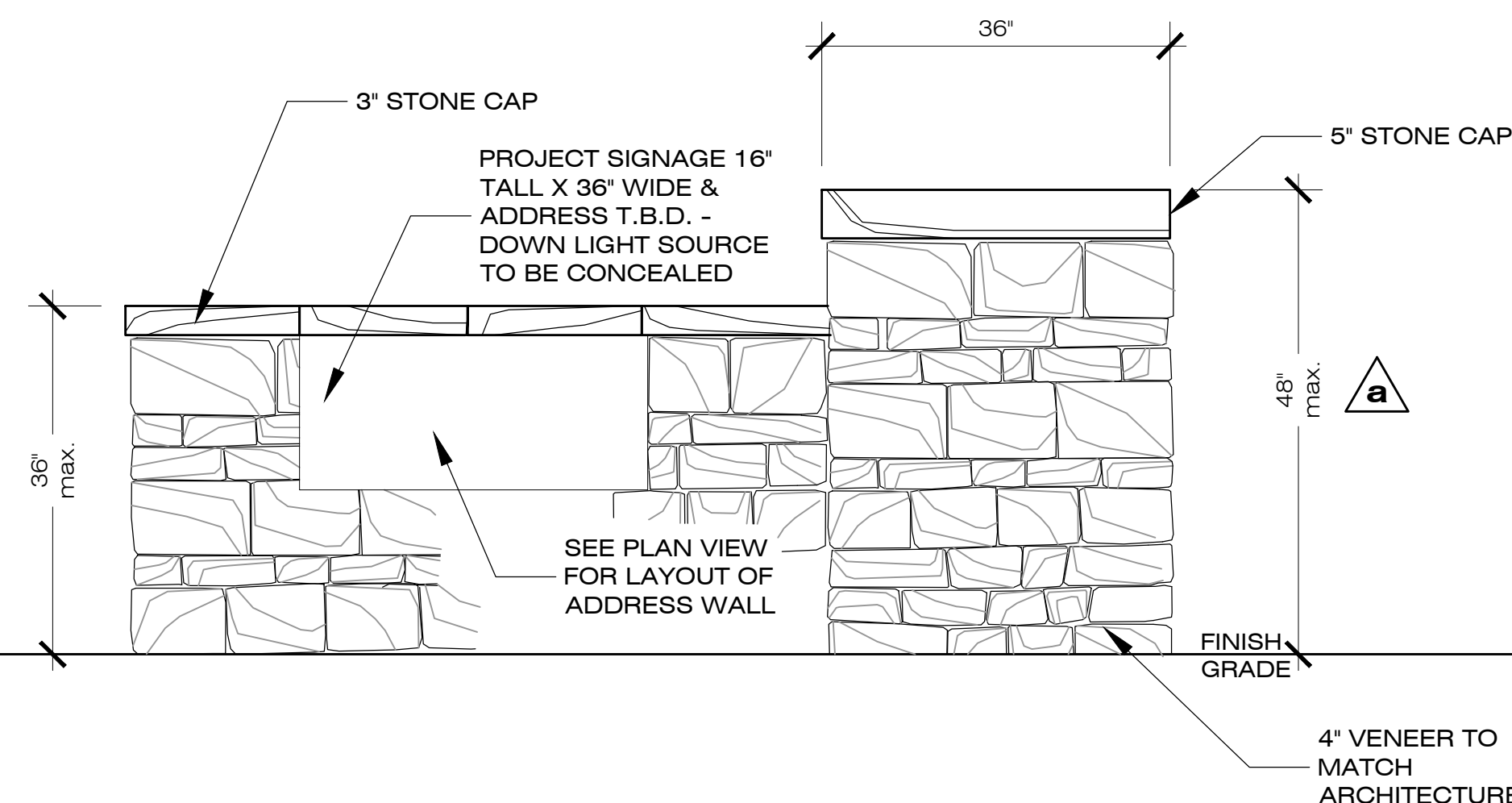


- NOTES:
1. DIG HOLE TWICE THE SIZE OF ROOT BALL.
 2. WHEN PLANTING PINE (PINUS) SPECIES IN SLOWLY DRAINING SOILS, SET TOP OF ROOT BALL 1'-3" HIGHER THAN THE EXISTING GRADE OR WITH OTHER EVERGREEN SPECIES.
 3. PRUNE ALL DEAD AND DAMAGED BRANCHES. DO NOT PRUNE MAIN LEADER. DO NOT PLANT IN EVENT MAIN LEADER IS DAMAGED UNLESS DIRECTED BY LANDSCAPE ARCHITECT.

EVERGREEN TREE PLANTING DETAIL
SCALE: NTS



Wall Section and Elevation Views
SCALE: $\frac{3}{4}$ " = 1'-0"



Entry Column and Wall Elevation
SCALE: $\frac{3}{4}$ " = 1'-0"

revised: 3.14.22
column and wall heights

SNOWBIRD TOWNHOMES II

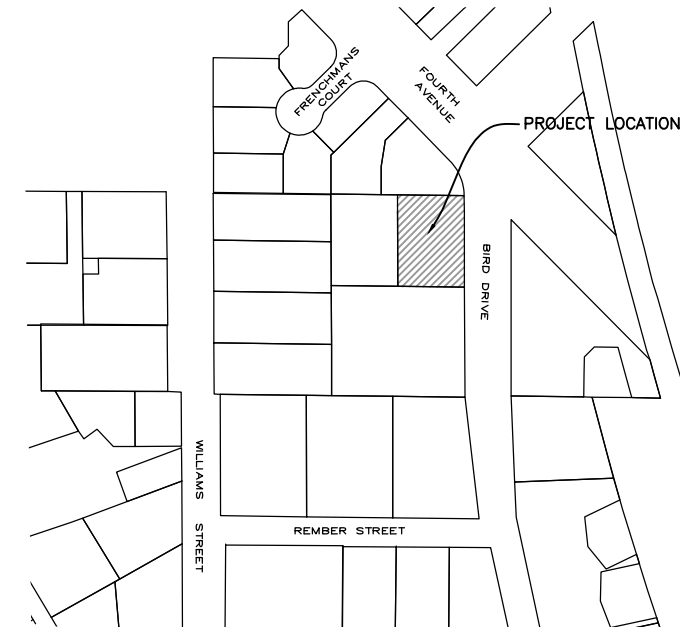
LOCATED WITHIN: SECTION 13, TOWNSHIP 4 NORTH, RANGE 17 EAST, B.M., CITY OF KETCHUM, BLAINE COUNTY, IDAHO

A TOWNHOUSE SUBDIVISION OF SNOWBIRD SUBDIVISION, LOT 2A, CREATING TWO SUBLOTS.

MARCH 2022 PRELIMINARY PLAT

OWNER OF RECORD

SCOTT J. EDWARDS
13019 NAOMILAWN DRIVE SOUTHWEST
LAKEWOOD, WA 98498



VICINITY MAP
NOT TO SCALE

SURVEYOR'S NARRATIVE:

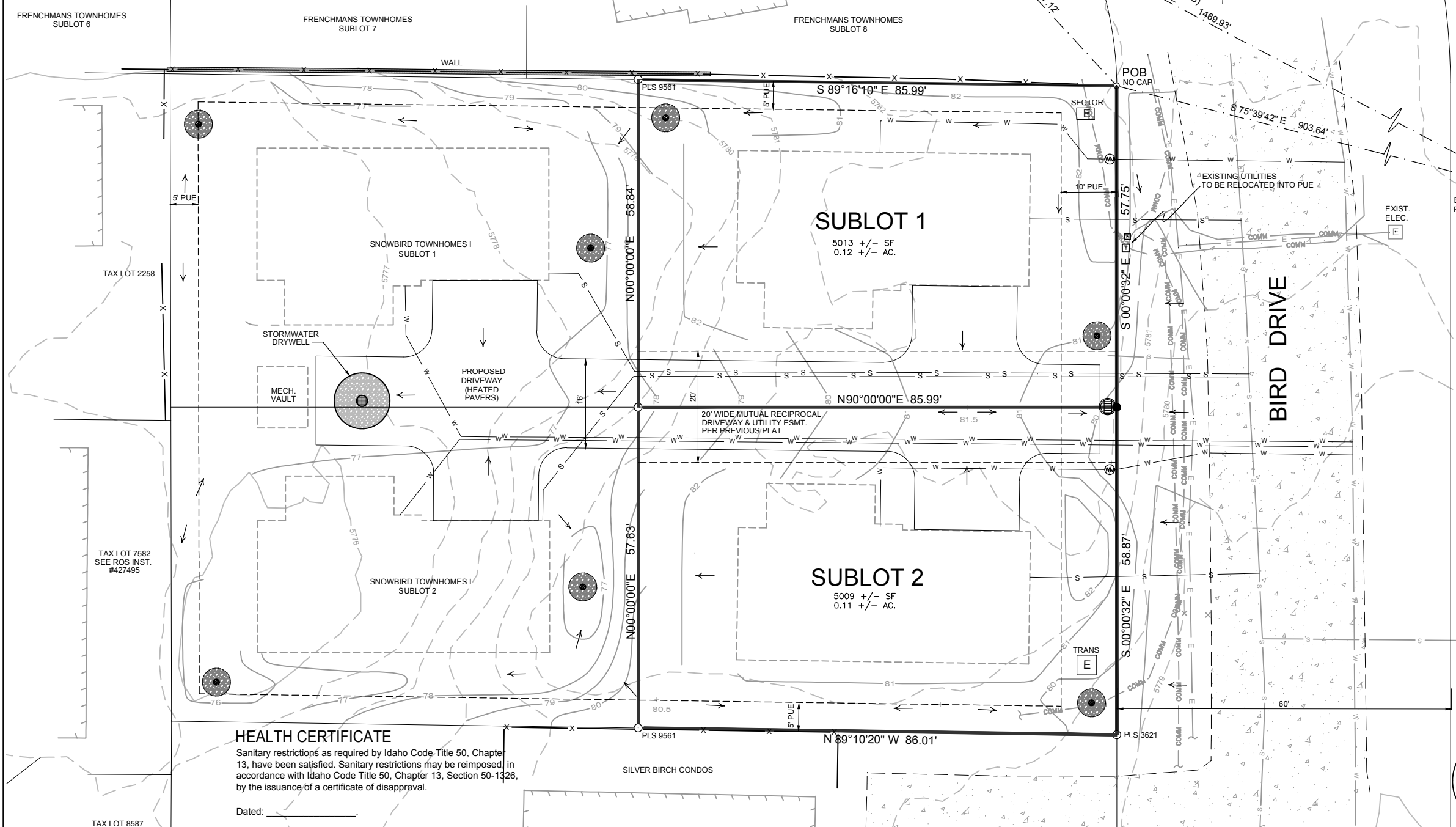
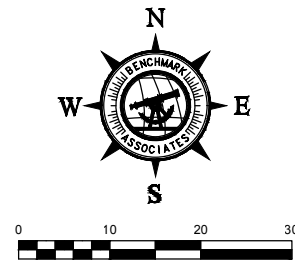
1. THE PURPOSE OF THIS PLAT IS TO CREATE TWO TOWNHOUSE SUBLOTS. FOUND MONUMENTS WERE ACCEPTED AS EITHER ORIGINAL OR REPLACEMENTS OF ORIGINAL CORNERS.
2. DIMENSIONS SHOWN HEREON ARE MEASURED. FOR RECORD DIMENSIONS, SEE REFERENCED SURVEYS.
3. DOCUMENTS USED IN THE COURSE OF THIS SURVEY:
 - A. ORIGINAL PLAT OF "SNOWBIRD SUBDIVISION", INST. NO. 321440.
 - B. REPLAT OF "SNOWBIRD SUBDIVISION: LOTS 1A & 2A", INST. NO. _____.
 - C. SNOWBIRD TOWNHOMES I, INST. NO. _____.

NOTES:

1. THE TOWNHOME DECLARATION FOR SNOWBIRD TOWNHOMES WAS RECORDED AS INST. NO. _____, RECORDS OF BLAINE COUNTY, IDAHO.
2. THE PHASED DEVELOPMENT AGREEMENT FOR SNOWBIRD TOWNHOMES WAS RECORDED AS INST. NO. _____, RECORDS OF BLAINE COUNTY, IDAHO.
3. 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.
4. A 10 FOOT WIDE PUBLIC UTILITY EASEMENT EXISTS CENTERED UPON ALL SIDE AND REAR LOT LINES PER ORIGINAL PLAT. A 10-FOOT WIDE PUBLIC UTILITY EASEMENT EXISTS ALONG FRONT PROPERTY LINE PER PREVIOUS PLAT.
5. A 20 FOOT WIDE MUTUAL RECIPROCAL DRIVEWAY & UTILITY EASEMENT TO BENEFIT SNOWBIRD TOWNHOMES I, SUBLOTS 1 & 2, AND SNOWBIRD TOWNHOMES II, SUBLOTS 1 & 2 EXISTS PER PREVIOUS PLAT.
6. CURRENT ZONING IS GR-L, GENERAL RESIDENTIAL LOW DENSITY.
7. A POWERLINE EASEMENT WAS RECORDED JULY 8, 1963 AS INST. NO. 118840, RECORDS OF BLAINE COUNTY, IDAHO.
8. GARAGE(S) MAY NOT BE CONDOMINIUMIZED, SOLD AND/OR OWNED SEPARATE FROM THE CORRESPONDING DWELLING UNIT WITHIN THE TOWNHOUSE DEVELOPMENT.
9. EXISTING UTILITIES ARE PER SURFACE EVIDENCE & CITY OF KETCHUM RECORDS & ARE APPROXIMATE. OTHER UNDERGROUND UTILITIES MAY EXIST.
10. PROPOSED UTILITIES, CONTOURS & DRAINAGE PER CIVIL & LANDSCAPE PLANS.
11. CONTOUR INTERVAL: 1' - CONTOURS IN AREAS OF DENSE VEGETATION MAY DEVIATE FROM TRUE ELEVATION BY ONE HALF THE HEIGHT OF THE VEGETATION. DATE OF LIDAR FLIGHT FOR CONTOURS: 2017.

LEGEND:

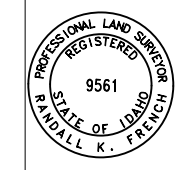
- PROPERTY LINE
- - - EASEMENT LINE
- - - APPROXIMATE BUILDING FOOTPRINT
- - - BLAINE COUNTY GIS TIE
- - - APPROXIMATE EXISTING BUILDING
- - - EDGE PAVEMENT
- X - X - EXISTING WOOD FENCE
- E - E - EXISTING ELECTRIC LINE
- COMM - COMM - EXISTING COMMUNICATION LINE
- W - W - EXISTING WATER LINE
- S - S - EXISTING SEWER LINE
- W - W - NEW WATER SERVICE
- S - S - NEW SEWER SERVICE
- - - EXISTING CONTOUR
- - - PROPOSED CONTOUR
- EXISTING TELEPHONE BOX
- EXISTING CABLE TV BOX
- FOUND 1/2" REBAR
- FOUND 5/8" REBAR
- SET 5/8" REBAR, PLS #9561
- FOUND ALUMINUM CAP
- NEW ELECTRICAL BOX
- NEW DRYWELL
- NEW CATCH BASIN
- FLOW ARROW



HEALTH CERTIFICATE

Sanitary restrictions as required by Idaho Code Title 50, Chapter 13, have been satisfied. Sanitary restrictions may be reimposed in accordance with Idaho Code Title 50, Chapter 13, Section 50-1126, by the issuance of a certificate of disapproval.

Dated: _____



		SNOWBIRD TOWNHOMES II	
		LOCATED WITHIN: SECTION 13, TOWNSHIP 4 NORTH, RANGE 17 EAST, B.M. CITY OF KETCHUM, BLAINE COUNTY, IDAHO	
PROJECT NO. 21070	DWG BY: DWS/CPL	PREPARED FOR: SCOTT J. EDWARDS	121
PRELIMINARY PLAT	DATE: 03/21/2022		SHEET: 1 OF 1

<p>RECORDING REQUESTED BY AND WHEN RECORDED RETURN TO:</p> <p>City Clerk, City of Ketchum PO Box 2315 Ketchum Idaho, 83340</p>	
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(Space Above Line For Recorder's Use)

**SNOWBIRD TOWNHOMES LOT 1A
PHASED TOWNHOUSE SUBDIVISION AGREEMENT #22764**

THIS PHASED TOWNHOUSE SUBDIVISION AGREEMENT (“Agreement”) is made and entered into as of the ___ day of _____ 2022, by and between the City of Ketchum, an Idaho municipal corporation (“City”) and Scott J. Edwards, owner of real property (“Owner”).

RECITALS

WHEREAS, Owner owns certain real property located at 222 Bird Dr, Ketchum, Idaho legally described as Snowbird Subdivision, Block 1, Lot 1 the City of Ketchum, according to the official plat recorded under Instrument Number 321440, on file in the office of the County Recorder of Blaine County, Idaho (the “Property”); and

WHEREAS, Owner has submitted a Design Review application for the development of the Property with two detached townhomes accessed from a central private driveway from Bird Drive (the “Project”) and requests a phased development agreement for the development of the Project under the provisions of Section 16.04.110 – *Phased Development Projects* within Title 16 of the Ketchum Municipal Code.

WHEREAS, Owner has submitted an application for a subdivision preliminary plat to reconfigure the property boundaries between Lots 1 and 2 of the Snowbird Subdivision and create Lots 1A and 2A with an access easement through Lot 2A for the purpose of constructing a central private driveway to access Lot 1A (the “Preliminary Plat”), included as Exhibit A.

WHEREAS, Owner has submitted an application for a townhouse preliminary plat for two townhome sublots on Lot 1A (the “Townhouse Preliminary Plat”), included as Exhibit B.

WHEREAS, Owner proposes to construct all required right-of-way infrastructure improvements, central private driveway, and water and sewer utility services for each sublot on Lot 1A in one phase. All required improvements will be constructed to City standards and Owner assumes maintenance responsibilities of the improved private driveway, water service lines, and sewer service lines to each sublot.

AGREEMENT

NOW THEREFORE, in consideration of the above recitals and the mutual covenants and agreements herein contained and other good and valuable consideration, the sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. Maintenance Responsibilities.

A. *Owner.*

- (1) *Water Service Lines Serving Lot 1A Sublots 1 and 2.* Owner and all successors in interest are responsible for the installation, maintenance, repair, and other costs associated with the private water lines serving the Project. The private water line is from the point of the meter on Bird Drive to each detached townhouse unit.
- (2) *Sewer Service lines Serving Lot 1A Sublots 1 and 2.* Owner and all successors in interest are responsible for the installation, maintenance, repair, and other costs associated with the private sewer lines serving the Project. The private sewer line is from the point of the meter on Bird Drive to each detached townhouse unit.
- (3) *Private Driveway.* Owner and all successors in interest are responsible for the installation, maintenance, repair, and other costs associated with the private driveway serving Lots 1A and 2A. Private driveway shall remain open and unobstructed for a width of 20 feet year-round.

2. Construction and Completion Schedule.

- A. All townhouse units on Lot 1A shall be completed no later than three years from the date of issuance of a building permit for the first townhouse unit on Lot 1A, as evidenced by issuance of a Certificate of Occupancy for each townhouse unit.
- B. Prior to issuance of a Certificate of Occupancy for the first detached townhouse unit on Lot 1A, each subplot shall be adequately served by both water and sewer services as generally depicted on Exhibit C, as affirmed in writing by the City. The City must approve the timing of water and sewer connections to the existing system.
- C. Prior to obtaining Certificate of Occupancy for the first townhouse unit on Lot 1A, the following improvements as generally depicted on Exhibit C shall be completed and/or extended to each Sublot:
 - (1) Recordation of the 20-foot-wide access and utility access easement as shown in the Preliminary Plat; and
 - (2) Dry utility services (power, gas, cable, etc); and

- (3) All hardscape pathways and access points for adequate and safe egress from the units; and
- (4) Bird Drive right of way improvements consistent with Ketchum Municipal Code, Title 12.04.030.H.1 and current right of way standards completed and installed to the satisfaction of the City Engineer; and
- (5) Water and sewer mains and services serving sublots 1 and 2 on Lot 1A; and
- (6) Private driveway and associated drainage infrastructure accessing Lots 1A and 2A.

D. Prior to obtaining a Certificate of Occupancy for the last detached townhouse unit on Lot 1A, all landscaping as generally depicted in Exhibit D shall be installed.

3. Building Permits for Each Townhouse Unit. Owner shall apply for individual building permits for each townhouse unit to be constructed on Lot 1A. Each townhouse unit shall obtain a separate Certificate of Occupancy. The first building permit shall include plans and improvements as identified in Sections 2A and B of this Agreement.
4. Final Plat. The City agrees to accept and process a final plat application for approval by City Council provided a Certificate of Occupancy has been issued for the first townhouse unit on Lot 1A should Owner comply with all above recitals.
5. Townhouse Sublot Final Plat. The City agrees to accept and process a townhouse final plat application for approval by City Council provided a Certificate of Occupancy has been issued for the first townhouse unit on Lot 1A should Owner comply with all above recitals.
6. Owners' Association Assumption of Responsibilities. Upon the recording of the Townhouse Sublot Final Plat, Owner may assign and transfer its maintenance responsibilities and obligations under this Agreement to the Snowbird Townhomes Owner's Association, Inc.

7. General Provisions.

A. *Recitals and Construction.* The City and Owner incorporate the above recitals into this Agreement and affirm such recitals are true and correct.

B. *Effective Date.* This Agreement is effective as of the date on which the last of the City and Owner execute this Agreement. Neither party shall have any rights with respect to this Agreement until both have executed this Agreement.

C. *Owner Representations.* Owner represents and warrants to City that (a) Owner holds fee simple title to the Property, and (b) no joinder or approval of another person or entity is required with respect to Owner’s authority to make and execute this Amendment.

D. *Neutral Interpretation.* City and Owner acknowledge they and, if they so choose, their respective counsel have reviewed this Agreement and the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party will not be employed in the interpretation of the Agreement, or any exhibits, attachments and addenda to the Agreement.

E. *Counterparts.* This Agreement may be executed in multiple counterparts, each of which taken together shall constitute one and the same agreement binding upon the parties. Signatures transmitted by facsimile or via e-mail in a “PDF” format shall have the same force and effect as original signatures on this Amendment. The Original of this Amendment shall be recorded with the Blaine County Recorder.

IN WITNESS WHEREOF, the parties, having been duly authorized, have hereunder caused this Agreement to be executed, the same being done after public notice and statutory requirements having been fulfilled.

“CITY”:

CITY OF KETCHUM,
an Idaho municipal corporation

“OWNER”:

Scott J. Edwards,

By: _____
Neil Bradshaw, Mayor

By: _____
Scott J. Edwards

ATTEST:

Tara Fenwick, City Clerk

ACKNOWLEDGEMENT FOR CITY

STATE OF IDAHO)
) ss.
COUNTY OF BLAINE)

On this ____ day of _____, 2022, before me, the undersigned Notary Public in and for said State, personally appeared NEIL BRADSHAW, known or identified by me to be the Mayor of the City of Ketchum, Idaho, and the person who executed the foregoing instrument and acknowledged to me that he executed the same on behalf of such city.

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

Notary Public for the State of _____
Residing at _____
My Commission Expires _____

ACKNOWLEDGEMENT FOR OWNER

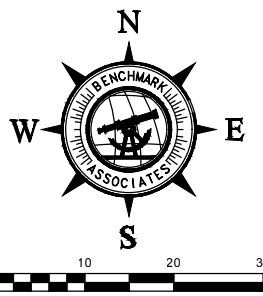
STATE OF _____)
) ss.
COUNTY OF _____)

On this ____ day of _____, 2022, before me, a Notary Public in and for said State, personally appeared SCOTT J. EDWARDS, known to me to be the owner of certain real property at 222 Bird Dr, and known to me to be the person whose name is subscribed to 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 in this certificate first above written.

Notary Public for the State of _____
Residing at _____
My Commission Expires _____

Exhibit A:
Snowbird Subdivision
Subdivision Preliminary Plat



LEGEND:

- PROPERTY LINE
- - - LOT LINE ELIMINATED
- - - EASEMENT LINE
- - - BLAINE COUNTY GIS TIE
- - - APPROXIMATE EDGE BUILDING
- - - EDGE PAVEMENT
- - - EXISTING WOOD FENCE
- - - EXISTING ELECTRIC LINE
- - - EXISTING WATER LINE
- - - EXISTING SEWER LINE
- X X TELE BOX
- E E CATV BOX
- E E ELECTRIC BOX
- X X FOUND 1/2" REBAR
- X X FOUND 5/8" REBAR
- SET 5/8" REBAR, PLS 9561
- FOUND ALUMINUM CAP
- EXISTING TREE

SNOWBIRD SUBDIVISION: LOTS 1A & 2A

LOCATED WITHIN: SECTION 13, TOWNSHIP 4 NORTH, RANGE 17 EAST, B.M., CITY OF KETCHUM, BLAINE COUNTY, IDAHO
WHEREIN THE BOUNDARY COMMON TO LOTS 1 & 2 OF SNOWBIRD SUBDIVISION IS AMENDED.

**MARCH 2022
PRELIMINARY PLAT**



VICINITY MAP
NOT TO SCALE

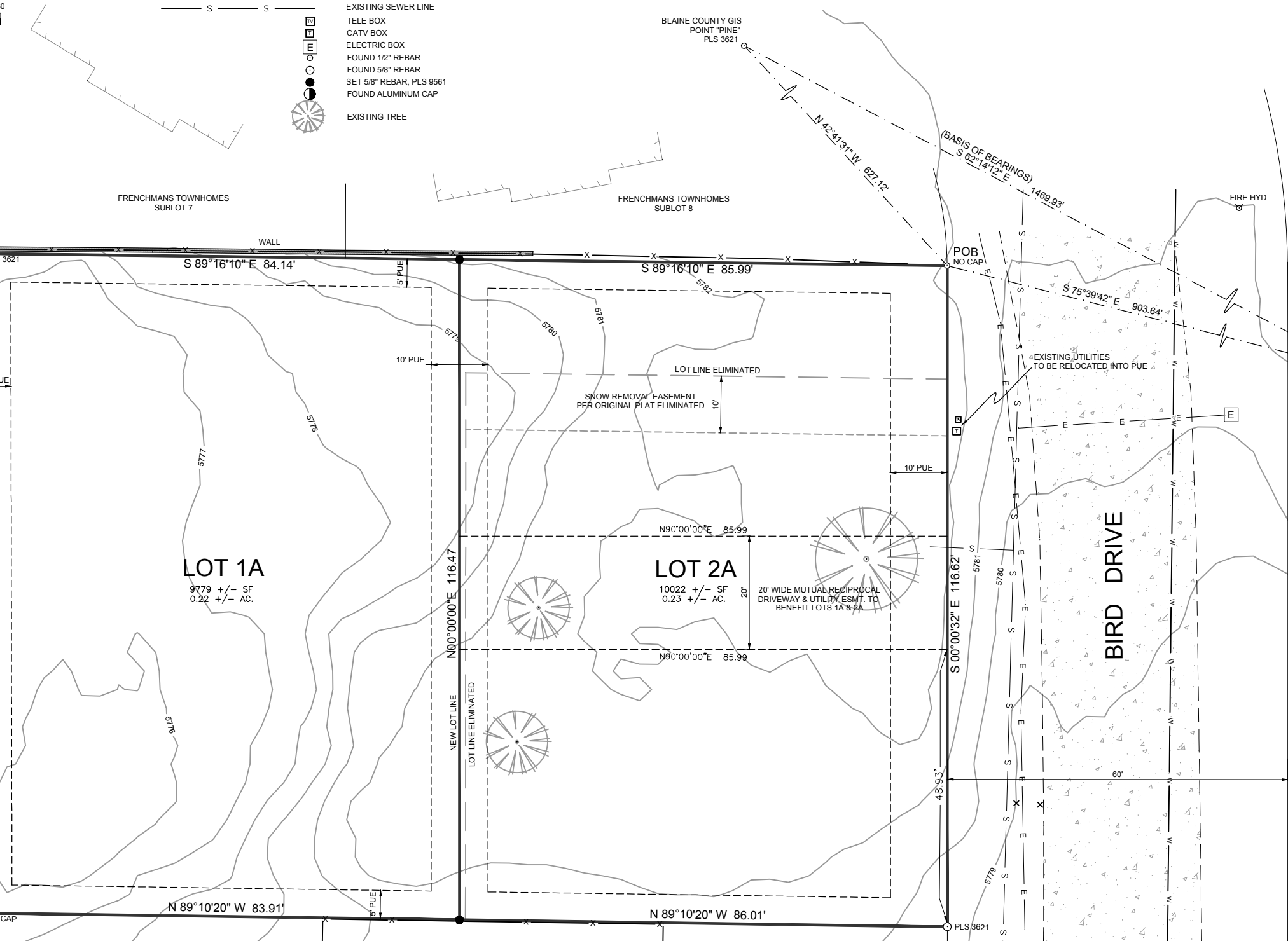
OWNER OF RECORD
SCOTT J. EDWARDS
13019 NAOMILAWN DRIVE SOUTHWEST
LAKEWOOD, WA 98498

SURVEYOR'S NARRATIVE:

1. THE PURPOSE OF THIS PLAT IS TO AMEND THE BOUNDARY COMMON TO LOTS 1 & 2 OF SNOWBIRD SUBDIVISION. FOUND MONUMENTS WERE ACCEPTED AS EITHER ORIGINAL OR REPLACEMENTS OF ORIGINAL CORNERS.
2. DIMENSIONS SHOWN HEREON ARE MEASURED. FOR RECORD DIMENSIONS, SEE REFERENCED SURVEYS.
3. DOCUMENTS USED IN THE COURSE OF THIS SURVEY:
 - A. ORIGINAL PLAT OF "SNOWBIRD SUBDIVISION", INST. NO. 321440.

NOTES:

1. A 10 FOOT WIDE PUBLIC UTILITY EASEMENT EXISTS CENTERED UPON ALL SIDE AND REAR LOT LINES PER ORIGINAL PLAT. A 10-FOOT WIDE PUBLIC UTILITY EASEMENT IS GRANTED ALONG FRONT PROPERTY LINE AS SHOWN HEREON.
2. A 20 FOOT WIDE MUTUAL RECIPROCAL DRIVEWAY & UTILITY EASEMENT TO BENEFIT LOTS 1A & 2A IS GRANTED AS SHOWN HEREON.
3. A POWERLINE EASEMENT WAS RECORDED JULY 8, 1963 AS INST. NO. 118840, RECORDS OF BLAINE COUNTY, IDAHO.
4. CURRENT ZONING IS GR-L, GENERAL RESIDENTIAL LOW DENSITY.
5. UTILITIES ARE PER SURFACE EVIDENCE & CITY OF KETCHUM RECORDS & ARE APPROXIMATE. OTHER UNDERGROUND UTILITIES MAY EXIST.
6. CONTOUR INTERVAL: 1' - CONTOURS IN AREAS OF DENSE VEGETATION MAY DEVIATE FROM TRUE ELEVATION BY ONE HALF THE HEIGHT OF THE VEGETATION. DATE OF LIDAR FLIGHT FOR CONTOURS: 2017.



HEALTH CERTIFICATE

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

Dated: _____
South Central Public Health District, REHS



**SNOWBIRD SUBDIVISION:
LOTS 1A & 2A**
LOCATED WITHIN
SECTION 13, TOWNSHIP 4 NORTH, RANGE 17 EAST, B.M.,
CITY OF KETCHUM, BLAINE COUNTY, IDAHO

PROJECT NO. 21070	DWG BY: DWS/CPL	21070pre2022
PRELIMINARY PLAT	DATE: 03/21/2022	SHEET: 1 OF 1

Exhibit B:
Townhouse Preliminary Plat for
Lot 1A

SNOWBIRD TOWNHOMES I

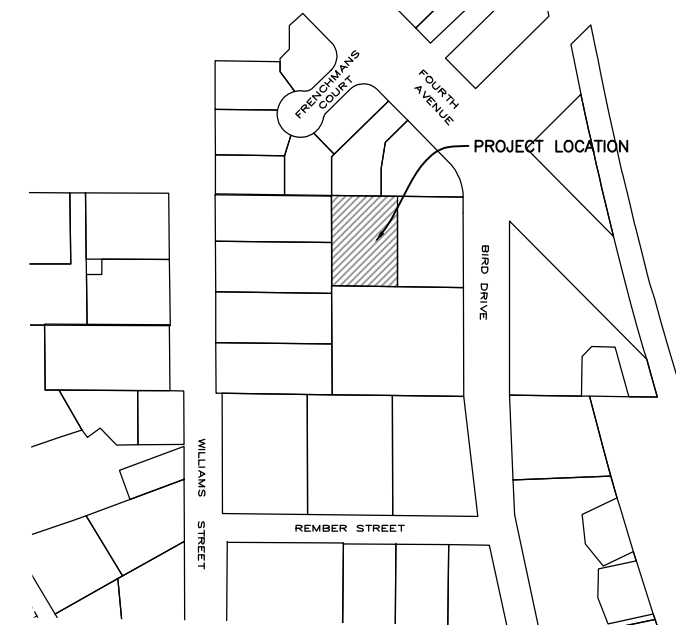
LOCATED WITHIN: SECTION 13, TOWNSHIP 4 NORTH, RANGE 17 EAST, B.M., CITY OF KETCHUM, BLAINE COUNTY, IDAHO

A TOWNHOUSE SUBDIVISION OF SNOWBIRD SUBDIVISION, LOT 1A, CREATING TWO SUBLOTS.

MARCH 2022 PRELIMINARY PLAT

OWNER OF RECORD

SCOTT J. EDWARDS
13019 NAOMILAWN DRIVE SOUTHWEST
LAKEWOOD, WA 98498



VICINITY MAP
NOT TO SCALE

SURVEYOR'S NARRATIVE:

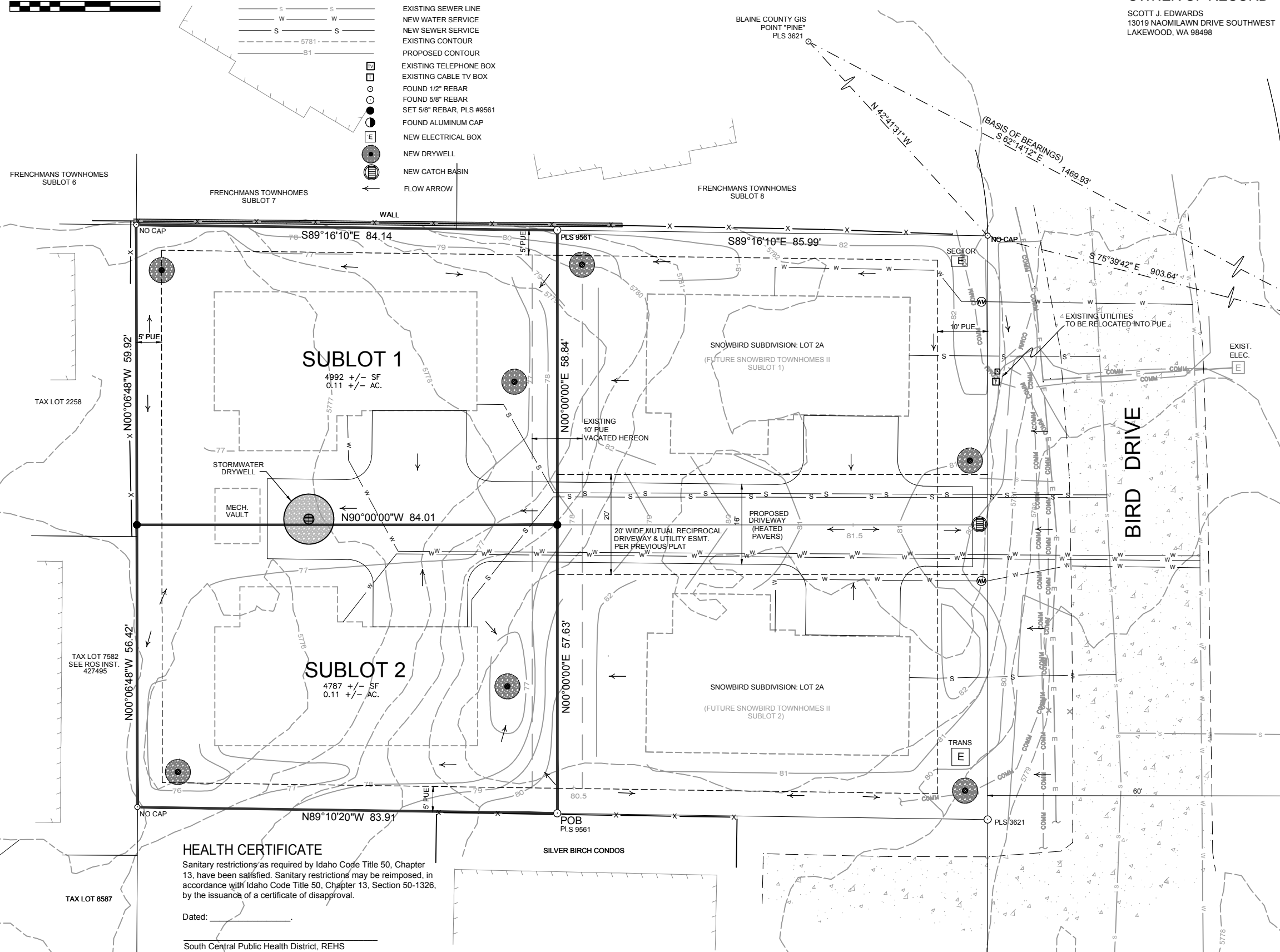
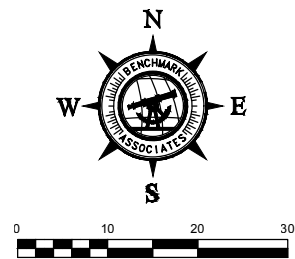
- THE PURPOSE OF THIS PLAT IS TO CREATE TWO TOWNHOUSE SUBLOTS. FOUND MONUMENTS WERE ACCEPTED AS EITHER ORIGINAL OR REPLACEMENTS OF ORIGINAL CORNERS.
- DIMENSIONS SHOWN HEREON ARE MEASURED. FOR RECORD DIMENSIONS, SEE REFERENCED SURVEYS.
- DOCUMENTS USED IN THE COURSE OF THIS SURVEY:
 - ORIGINAL PLAT OF "SNOWBIRD SUBDIVISION", INST. NO. 321440.
 - REPLAT OF "SNOWBIRD SUBDIVISION: LOTS 1A & 2A", INST. NO. _____

NOTES:

- THE TOWNHOME DECLARATION FOR SNOWBIRD TOWNHOMES WAS RECORDED AS INST. NO. _____, RECORDS OF BLAINE COUNTY, IDAHO.
- THE PHASED DEVELOPMENT AGREEMENT FOR SNOWBIRD TOWNHOMES WAS RECORDED AS INST. NO. _____, RECORDS OF BLAINE COUNTY, IDAHO.
- ALL TOWNHOME 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.
- A 10 FOOT WIDE PUBLIC UTILITY EASEMENT EXISTS CENTERED UPON ALL SIDE AND REAR LOT LINES PER ORIGINAL PLAT. A 10-FOOT WIDE PUBLIC UTILITY EASEMENT EXISTS ALONG FRONT PROPERTY LINE PER PREVIOUS PLAT.
- A 20 FOOT WIDE MUTUAL RECIPROCAL DRIVEWAY & UTILITY EASEMENT TO BENEFIT SNOWBIRD SUBDIVISION, LOT 2A & SNOWBIRD TOWNHOMES I, SUBLOTS 1 & 2 EXISTS PER PREVIOUS PLAT.
- CURRENT ZONING IS GR-L, GENERAL RESIDENTIAL LOW DENSITY.
- A POWERLINE EASEMENT WAS RECORDED JULY 8, 1963 AS INST. NO. 118840, RECORDS OF BLAINE COUNTY, IDAHO.
- GARAGE(S) MAY NOT BE CONDOMINIUMIZED, SOLD AND/OR OWNED SEPARATE FROM THE CORRESPONDING DWELLING UNIT WITHIN THE TOWNHOUSE DEVELOPMENT.
- EXISTING UTILITIES ARE PER SURFACE EVIDENCE & CITY OF KETCHUM RECORDS & ARE APPROXIMATE. OTHER UNDERGROUND UTILITIES MAY EXIST.
- PROPOSED UTILITIES, CONTOURS & DRAINAGE PER CIVIL & LANDSCAPE PLANS.
- CONTOUR INTERVAL: 1' - CONTOURS IN AREAS OF DENSE VEGETATION MAY DEVIATE FROM TRUE ELEVATION BY ONE HALF THE HEIGHT OF THE VEGETATION. DATE OF LIDAR FLIGHT FOR CONTOURS: 2017.

LEGEND:

- PROPERTY LINE
- EASEMENT LINE
- EASEMENT LINE VACATED
- APPROXIMATE BUILDING FOOTPRINT
- BLAINE COUNTY GIS TIE
- APPROXIMATE EXISTING BUILDING
- EDGE PAVEMENT
- EXISTING WOOD FENCE
- EXISTING ELECTRIC LINE
- EXISTING COMMUNICATION LINE
- EXISTING WATER LINE
- EXISTING SEWER LINE
- NEW WATER SERVICE
- NEW SEWER SERVICE
- EXISTING CONTOUR
- PROPOSED CONTOUR
- EXISTING TELEPHONE BOX
- EXISTING CABLE TV BOX
- FOUND 1/2" REBAR
- FOUND 5/8" REBAR
- SET 5/8" REBAR, PLS #9561
- FOUND ALUMINUM CAP
- NEW ELECTRICAL BOX
- NEW DRYWELL
- NEW CATCH BASIN
- FLOW ARROW



HEALTH CERTIFICATE

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

Dated: _____

South Central Public Health District, REHS



SNOWBIRD TOWNHOMES I		
LOCATED WITHIN SECTION 13, TOWNSHIP 4 NORTH, RANGE 17 EAST, B.M., CITY OF KETCHUM, BLAINE COUNTY, IDAHO		
PREPARED FOR: SCOTT J. EDWARDS		
PROJECT NO. 21070	DWG BY: DWS/CPL	21070PH1.DWG
PRELIMINARY PLAT	DATE: 03/21/2022	SHEET: 1 OF 1

Exhibit C:
Right-of-Way, Utility, and
Driveway Improvements Plan



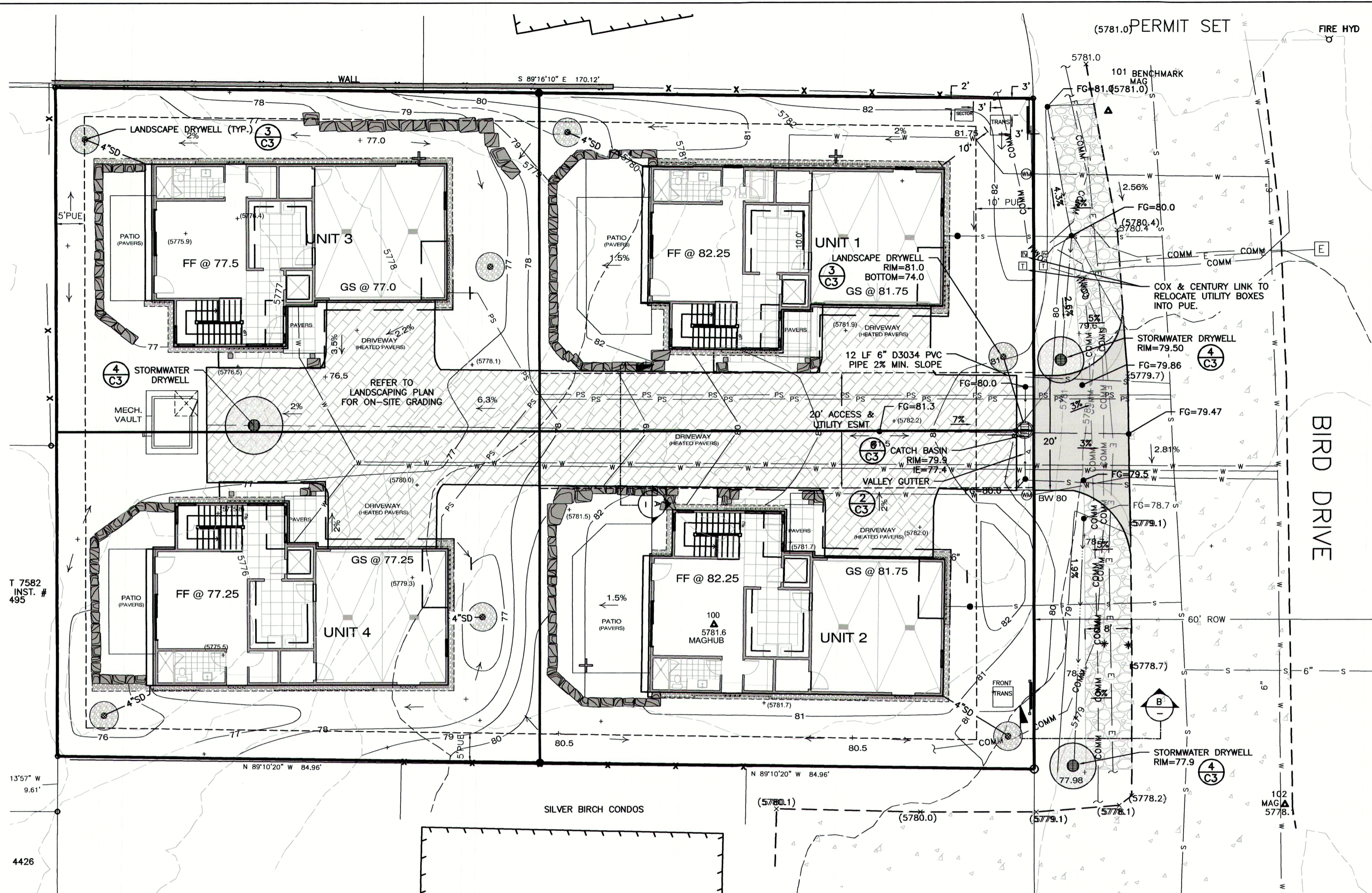
VICINITY MAP
NOT TO SCALE

GENERAL NOTES

- CONTRACTOR SHALL FIELD VERIFY LOCATION OF ALL EXISTING UTILITIES BEFORE COMMENCING CONSTRUCTION. ANY CONFLICT SHALL BE BROUGHT TO THE ATTENTION OF THE ENGINEER.
- CONTRACTOR SHALL NOTIFY DIGLINE (1-800-342-1585) AT LEAST 48 HOURS PRIOR TO BEGINNING CONSTRUCTION ACTIVITIES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ANY DAMAGE TO EXISTING UTILITIES ENCOUNTERED DURING CONSTRUCTION.
- CONTRACTOR SHALL BE RESPONSIBLE FOR DUST CONTROL DURING THE CONSTRUCTION OF ALL ITEMS HEREON. DUST CONTROL SHALL BE CONTINUOUS DURING CONSTRUCTION, 24 HOURS PER DAY 7 DAYS PER WEEK.
- CONTRACTOR SHALL ASSURE POSITIVE DRAINAGE AWAY FROM THE HOUSE.
- ALL WORK WITHIN THE CITY RIGHT OF WAY SHALL CONFORM TO CITY OF KETCHUM STANDARDS.

LEGEND

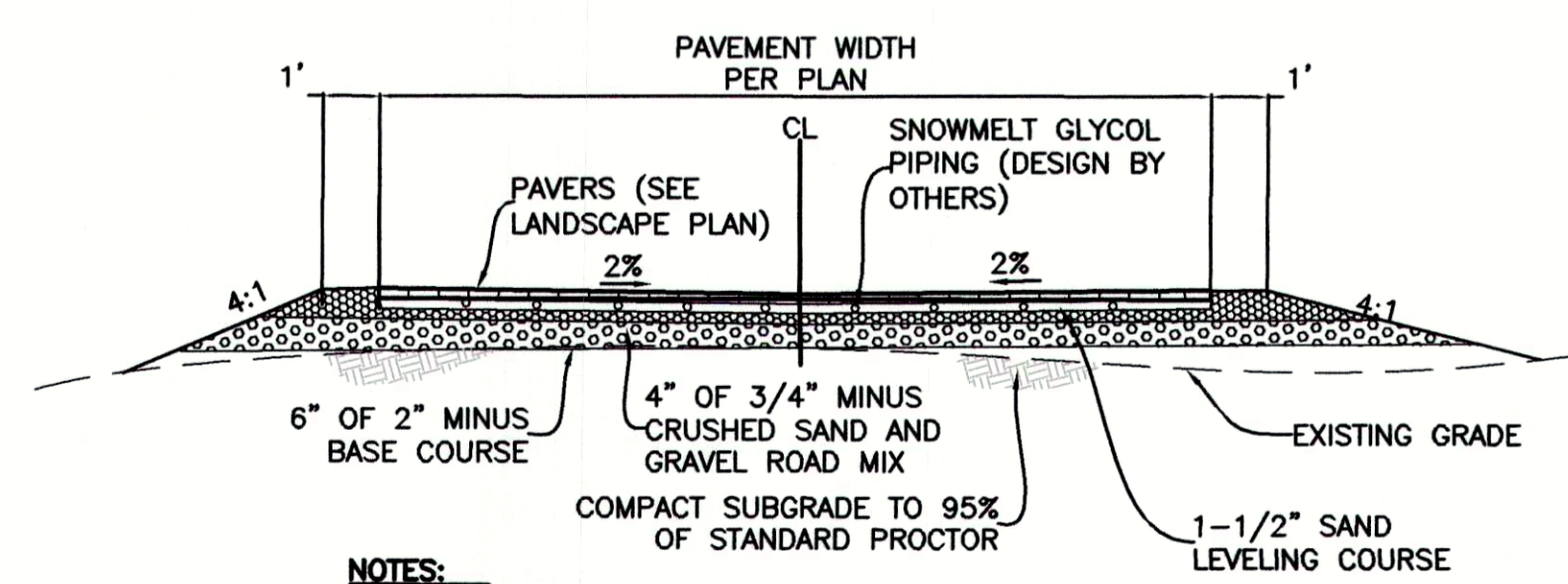
	EXISTING	PROPOSED
PROPERTY LINE	---	---
ADJOINING PROPERTY LINE	---	---
CENTERLINE	---	---
FENCE	-S-	-S-
SEWER	-S-	-PS-
PRESSURE SEWER	-S-	-PS-
SEWER MANHOLE	○	○
SEWER CLEANOUT	○	○
WATER	-W-	-W-
WATER METER	○	○
GAS	-G-	-G-
POWER	-E-	-E-
OVERHEAD POWER	-OHP-	-OHP-
TELEPHONE	-TV-	-TV-
CABLE TV LINE	-TV-	-TV-
CONTOUR	---5775---	---75---
SAWCUT LINE	---	---
FLOW LINE	---	---
LANDSCAPE DRYWELL	○	○
DRIVEWAY DRYWELL	○	○
STORM DRAIN PIPE	4"SD	4"SD
DOWN SPOUT	DS	DS
ASPHALT PAVEMENT	---	---
PAVERS	---	---
GRAVEL	---	---
FG	FINISHED GRADE	
EG	EXISTING GROUND	
GB	GRADE BREAK	



T 7582
INST. #
495

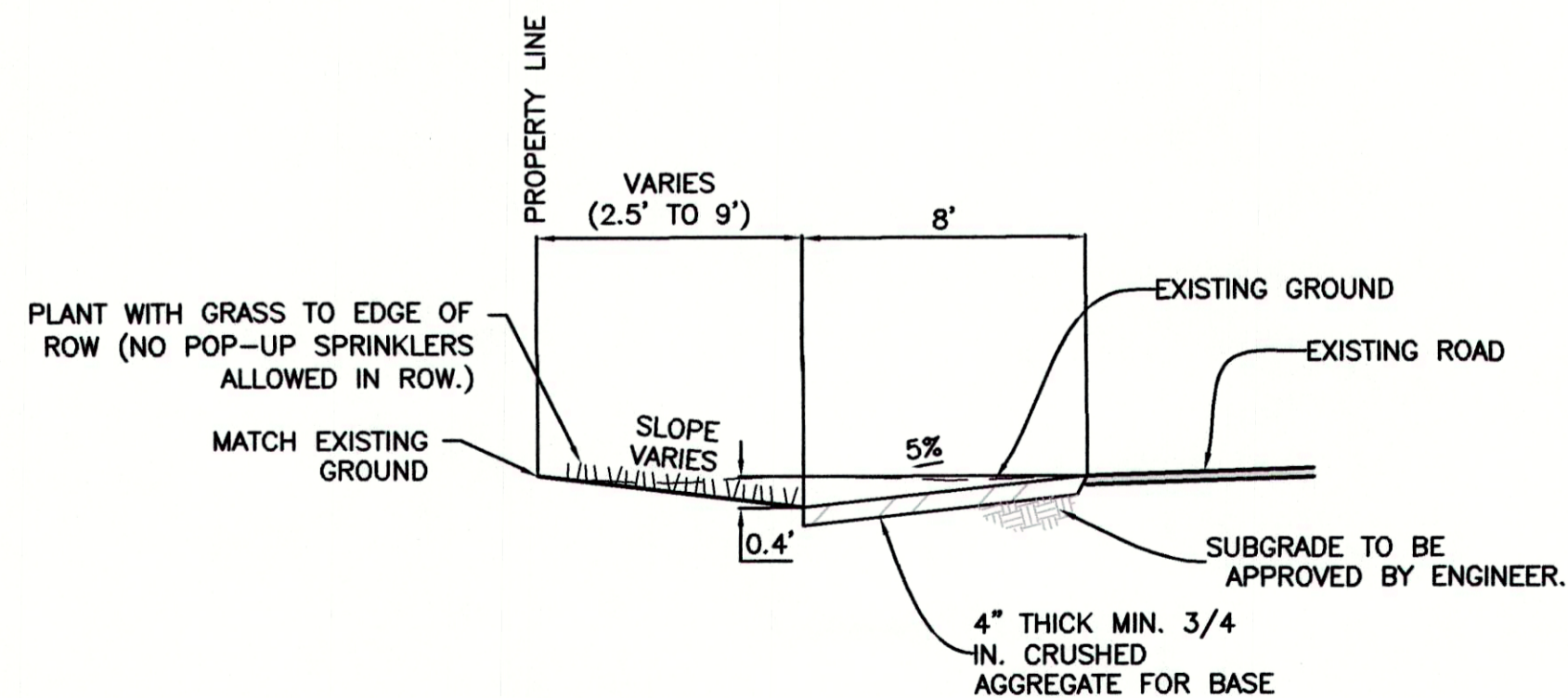
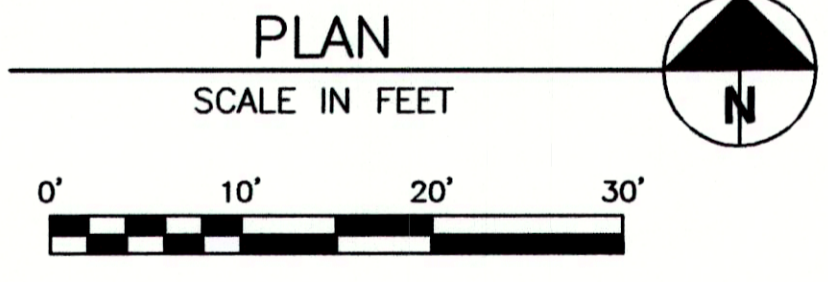
13°57' W
9.61'

4426



- NOTES:**
- COMPACT DRIVEWAY SUBGRADE AND ALL STRUCTURAL FILL MATERIAL TO AT LEAST 95% OF THE MAXIMUM DENSITY OF EACH MATERIAL ACCORDING TO STANDARD PROCTOR ASTM D-698.

A DRIVEWAY SECTION
SCALE: NONE



B ROAD SHOULDER SECTION
SCALE: NONE



NO.	DESCRIPTION	DATE	BY



PREPARED BY:
BENCHMARK ASSOCIATES, P.A.
P.O. BOX 733 100 BELL DRIVE
KETCHUM, IDAHO 83340
(208) 726-9512
FAX 726-9514
WEB: WWW.BMASB.COM
MAIL: WWW.BMASB.COM

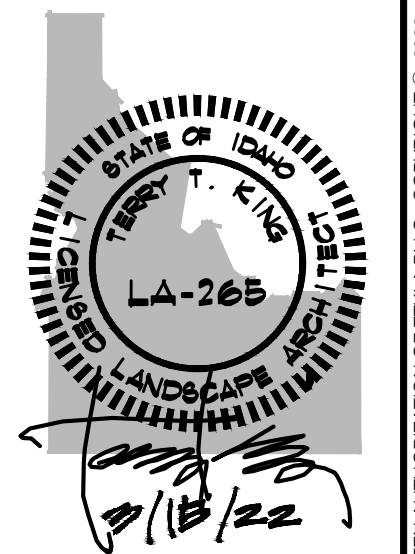
GRADING & DRAINAGE PLAN
SNOWBIRD TOWNHOMES
T4N, R17E, SEC 13, B.M., CITY OF KETCHUM, IDAHO
PREPARED FOR: SCOTT J. EDWARDS

DRAWN BY: PLJ
DESIGNED BY: PLJ
CHECKED BY: GLM
DATE: 3/21/22
PROJECT NO.: 21070

DRAWING NO.

C1

Exhibit D:
Landscape Improvements Plan



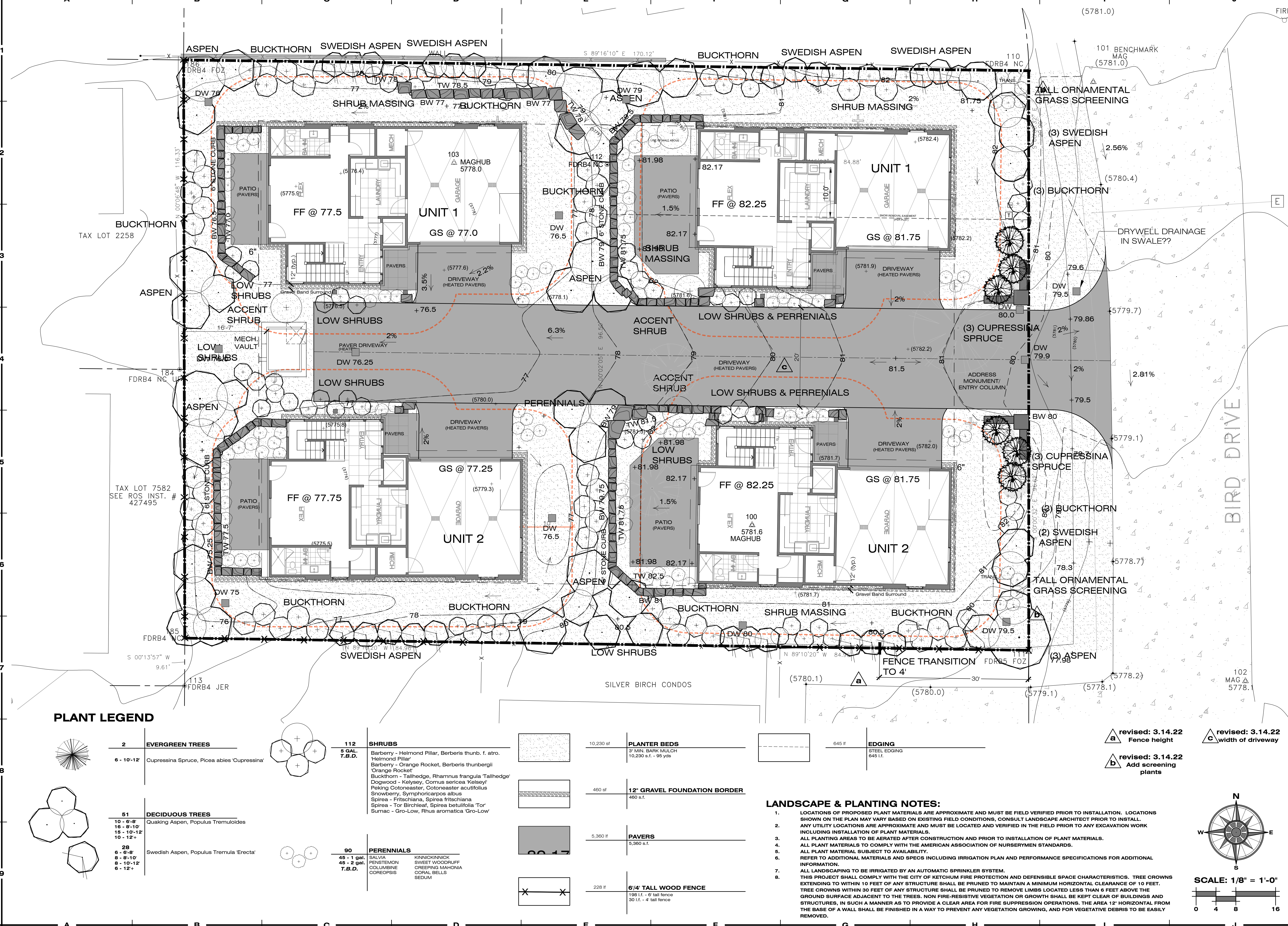
LANDSCAPE PLAN

Snowbird Townhomes

220 Bird Dr.
Lots 1 & 2, Snowbird Sub.
Ketchum • Blaine County • Idaho

drawn by: mo
checked by: tk
date: March 14, 2022
revisions:
March 15, 2022

L-1.2
SHEET

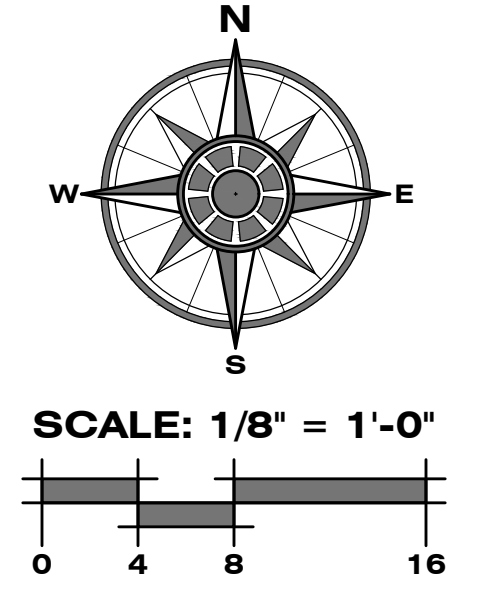


PLANT LEGEND

	2 EVERGREEN TREES		112 SHRUBS		10,230 sf PLANTER BEDS		645 lf EDGING
6 - 10-12'	Cupressina Spruce, Picea abies 'Cupressina'	5 GAL. T.B.D.	Barberry - Helmond Pillar, Berberis thunb. f. atro. 'Helmond Pillar' Barberry - Orange Rocket, Berberis thunbergii 'Orange Rocket' Buckthorn - Tallhedge, Rhamnus frangula 'Tallhedge' Dogwood - Kelsey, Cornus sericea 'Kelsey' Peking Cotoneaster, Cotoneaster acutifolius Snowberry, Symphoricarpos albus Spirea - Tor Birchleaf, Spirea fritschiana Spirea - Tor Birchleaf, Spirea betulifolia 'Tor' Sumac - Gro-Low, Rhus aromatica 'Gro-Low'	3" MIN. BARK MULCH 10,230 s.f. - 95 yds	645 lf	STEEL EDGING 645 lf.	
10 - 6-8'	DECIDUOUS TREES	90 PERENNIALS	SALVIA PENSTEMON COLUMBINE COREOPSIS KINNIKINICK SWEET WOODRUFF CREEPING MAHONIA CORAL BELLS SEDUM		460 sf 12' GRAVEL FOUNDATION BORDER		5,360 lf PAVERS
15 - 10-12'				Swedish Aspen, Populus Tremula 'Erecta'	460 s.f.		5,360 lf
10 - 12'+				Quaking Aspen, Populus Tremuloides	228 lf		6 1/4" TALL WOOD FENCE
6 - 8-8'		45 - 1 gal.		158 lf. - 6' tall fence			30 lf. - 4' tall fence
8 - 8-10'		45 - 2 gal.					
8 - 10-12'		T.B.D.					
6 - 12'+							

LANDSCAPE & PLANTING NOTES:

- LOCATIONS OF PROPOSED PLANT MATERIALS ARE APPROXIMATE AND MUST BE FIELD VERIFIED PRIOR TO INSTALLATION. LOCATIONS SHOWN ON THE PLAN MAY VARY BASED ON EXISTING FIELD CONDITIONS. CONSULT LANDSCAPE ARCHITECT PRIOR TO INSTALL.
- ANY UTILITY LOCATIONS ARE APPROXIMATE AND MUST BE LOCATED AND VERIFIED IN THE FIELD PRIOR TO ANY EXCAVATION WORK INCLUDING INSTALLATION OF PLANT MATERIALS.
- ALL PLANTING AREAS TO BE AERATED AFTER CONSTRUCTION AND PRIOR TO INSTALLATION OF PLANT MATERIALS.
- ALL PLANT MATERIALS TO COMPLY WITH THE AMERICAN ASSOCIATION OF NURSERYMEN STANDARDS.
- ALL PLANT MATERIAL SUBJECT TO AVAILABILITY.
- REFER TO ADDITIONAL MATERIALS AND SPECS INCLUDING IRRIGATION PLAN AND PERFORMANCE SPECIFICATIONS FOR ADDITIONAL INFORMATION.
- ALL LANDSCAPING TO BE IRRIGATED BY AN AUTOMATIC SPRINKLER SYSTEM.
- THIS PROJECT SHALL COMPLY WITH THE CITY OF KETCHUM FIRE PROTECTION AND DEFENSIBLE SPACE CHARACTERISTICS. TREE CROWNS EXTENDING TO WITHIN 10 FEET OF ANY STRUCTURE SHALL BE PRUNED TO MAINTAIN A MINIMUM HORIZONTAL CLEARANCE OF 10 FEET. TREE CROWNS WITHIN 30 FEET OF ANY STRUCTURE SHALL BE PRUNED TO REMOVE LIMBS LOCATED LESS THAN 6 FEET ABOVE THE GROUND SURFACE ADJACENT TO THE TREES. NON FIRE-RESISTIVE VEGETATION OR GROWTH SHALL BE KEPT CLEAR OF BUILDINGS AND STRUCTURES. IN SUCH A MANNER AS TO PROVIDE A CLEAR AREA FOR FIRE SUPPRESSION OPERATIONS. THE AREA 12" HORIZONTAL FROM THE BASE OF A WALL SHALL BE FINISHED IN A WAY TO PREVENT ANY VEGETATION GROWING, AND FOR VEGETATIVE DEBRIS TO BE EASILY REMOVED.



- a** revised: 3.14.22 Fence height
- b** revised: 3.14.22 Add screening plants
- c** revised: 3.14.22 width of driveway

<p>RECORDING REQUESTED BY AND WHEN RECORDED RETURN TO:</p> <p>City Clerk, City of Ketchum PO Box 2315 Ketchum Idaho, 83340</p>	
---	--

(Space Above Line For Recorder's Use)

**SNOWBIRD TOWNHOMES LOT 2A
PHASED TOWNHOUSE SUBDIVISION AGREEMENT #22765**

THIS PHASED TOWNHOUSE SUBDIVISION AGREEMENT (“Agreement”) is made and entered into as of the ___ day of _____ 2022, by and between the City of Ketchum, an Idaho municipal corporation (“City”) and Scott J. Edwards, owner of real property (“Owner”).

RECITALS

WHEREAS, Owner owns certain real property located at 220 Bird Dr, Ketchum, Idaho legally described as Snowbird Subdivision, Block 1, Lot 2 the City of Ketchum, according to the official plat recorded under Instrument Number 321440, on file in the office of the County Recorder of Blaine County, Idaho (the “Property”); and

WHEREAS, Owner has submitted a Design Review application for the development of the Property with two detached townhomes accessed from a central private driveway from Bird Drive (the “Project”) and requests a phased development agreement for the development of the Project under the provisions of Section 16.04.110 – *Phased Development Projects* within Title 16 of the Ketchum Municipal Code.

WHEREAS, Owner has submitted an application for a subdivision preliminary plat to reconfigure the property boundaries between Lots 1 and 2 of the Snowbird Subdivision and create Lots 1A and 2A with an access easement through Lot 2A for the purpose of constructing a central private driveway to access Lot 1A (the “Preliminary Plat”), included as Exhibit A.

WHEREAS, Owner has submitted an application for a townhouse preliminary plat for two townhome sublots on Lot 2A (the “Townhouse Preliminary Plat”), included as Exhibit B.

WHEREAS, Owner proposes to construct all required right-of-way infrastructure improvements, central private driveway, and water and sewer utility services for each sublot on Lot 2A in one phase. All required improvements will be constructed to City standards and Owner assumes maintenance responsibilities of the improved private driveway, water service lines, and sewer service lines to each sublot.

AGREEMENT

NOW THEREFORE, in consideration of the above recitals and the mutual covenants and agreements herein contained and other good and valuable consideration, the sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. Maintenance Responsibilities.

A. *Owner.*

- (1) *Water Service Lines Serving Lot 2A Sublots 1 and 2.* Owner and all successors in interest are responsible for the installation, maintenance, repair, and other costs associated with the private water lines serving the Project. The private water line is from the point of the meter on Bird Drive to each detached townhouse unit.
- (2) *Sewer Service lines Serving Lot 2A Sublots 1 and 2.* Owner and all successors in interest are responsible for the installation, maintenance, repair, and other costs associated with the private sewer lines serving the Project. The private sewer line is from the point of the meter on Bird Drive to each detached townhouse unit.
- (3) *Private Driveway.* Owner and all successors in interest are responsible for the installation, maintenance, repair, and other costs associated with the private driveway serving Lots 1A and 2A. Private driveway shall remain open and unobstructed for a width of 20 feet year-round.

2. Construction and Completion Schedule.

- A. All townhouse units on Lot 1A shall be completed no later than three years from the date of issuance of a building permit for the first townhouse unit on Lot 1A, as evidenced by issuance of a Certificate of Occupancy for each townhouse unit.
- B. Prior to issuance of a Certificate of Occupancy for the first detached townhouse unit on Lot 2A, each subplot shall be adequately served by both water and sewer services as generally depicted on Exhibit C, as affirmed in writing by the City. The City must approve the timing of water and sewer connections to the existing system.
- C. Prior to obtaining Certificate of Occupancy for the first townhouse unit on Lot 2A, the following improvements as generally depicted on Exhibit C shall be completed and/or extended to each Sublot:
 - (1) Recordation of the 20-foot-wide access and utility access easement as shown in the Preliminary Plat; and
 - (2) Dry utility services (power, gas, cable, etc); and

- (3) All hardscape pathways and access points for adequate and safe egress from the units; and
- (4) Bird Drive right of way improvements consistent with Ketchum Municipal Code, Title 12.04.030.H.1 and current right of way standards completed and installed to the satisfaction of the City Engineer; and
- (5) Water and sewer mains and services serving sublots 1 and 2 on Lot 2A; and
- (6) Private driveway and associated drainage infrastructure accessing Lots 1A and 2A.

D. Prior to obtaining a Certificate of Occupancy for the last detached townhouse unit on Lot 2A, all landscaping as generally depicted in Exhibit D shall be installed.

3. Building Permits for Each Townhouse Unit. Owner shall apply for individual building permits for each townhouse unit to be constructed on Lot 2A. Each townhouse unit shall obtain a separate Certificate of Occupancy. The first building permit shall include plans and improvements as identified in Sections 2A and B of this Agreement.
4. Final Plat. The City agrees to accept and process a final plat application for approval by City Council provided a Certificate of Occupancy has been issued for the first townhouse unit on Lot 2A should Owner comply with all above recitals.
5. Townhouse Sublot Final Plat. The City agrees to accept and process a townhouse final plat application for approval by City Council provided a Certificate of Occupancy has been issued for the first townhouse unit on Lot 2A should Owner comply with all above recitals.
6. Owners' Association Assumption of Responsibilities. Upon the recording of the Townhouse Sublot Final Plat, Owner may assign and transfer its maintenance responsibilities and obligations under this Agreement to the Snowbird Townhomes Owner's Association, Inc.
7. General Provisions.

A. *Recitals and Construction.* The City and Owner incorporate the above recitals into this Agreement and affirm such recitals are true and correct.

B. *Effective Date.* This Agreement is effective as of the date on which the last of the City and Owner execute this Agreement. Neither party shall have any rights with

respect to this Agreement until both have executed this Agreement.

C. *Owner Representations.* Owner represents and warrants to City that (a) Owner holds fee simple title to the Property, and (b) no joinder or approval of another person or entity is required with respect to Owner’s authority to make and execute this Amendment.

D. *Neutral Interpretation.* City and Owner acknowledge they and, if they so choose, their respective counsel have reviewed this Agreement and the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party will not be employed in the interpretation of the Agreement, or any exhibits, attachments and addenda to the Agreement.

E. *Counterparts.* This Agreement may be executed in multiple counterparts, each of which taken together shall constitute one and the same agreement binding upon the parties. Signatures transmitted by facsimile or via e-mail in a “PDF” format shall have the same force and effect as original signatures on this Amendment. The Original of this Amendment shall be recorded with the Blaine County Recorder.

IN WITNESS WHEREOF, the parties, having been duly authorized, have hereunder caused this Agreement to be executed, the same being done after public notice and statutory requirements having been fulfilled.

“CITY”:

CITY OF KETCHUM,
an Idaho municipal corporation

“OWNER”:

Scott J. Edwards,

By: _____
Neil Bradshaw, Mayor

By: _____
Scott J. Edwards

ATTEST:

Tara Fenwick, City Clerk

ACKNOWLEDGEMENT FOR CITY

STATE OF IDAHO)
) ss.
COUNTY OF BLAINE)

On this _____ day of _____, 2022, before me, the undersigned Notary Public in and for said State, personally appeared NEIL BRADSHAW, known or identified by me to be the Mayor of the City of Ketchum, Idaho, and the person who executed the foregoing instrument and acknowledged to me that he executed the same on behalf of such city.

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

Notary Public for the State of _____
Residing at _____
My Commission Expires _____

ACKNOWLEDGEMENT FOR OWNER

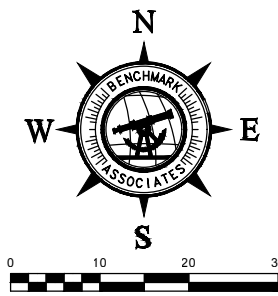
STATE OF _____)
) ss.
COUNTY OF _____)

On this _____ day of _____, 2022, before me, a Notary Public in and for said State, personally appeared SCOTT J. EDWARDS, known to me to be the owner of certain real property at 222 Bird Dr, and known to me to be the person whose name is subscribed to 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 in this certificate first above written.

Notary Public for the State of _____
Residing at _____
My Commission Expires _____

Exhibit A:
Snowbird Subdivision
Subdivision Preliminary Plat



LEGEND:

- PROPERTY LINE
- - - LOT LINE ELIMINATED
- - - EASEMENT LINE
- - - BLAINE COUNTY GIS TIE
- - - APPROXIMATE EDGE BUILDING
- - - EDGE PAVEMENT
- - - EXISTING WOOD FENCE
- - - EXISTING ELECTRIC LINE
- - - EXISTING WATER LINE
- - - EXISTING SEWER LINE
- X X TELE BOX
- E E CATV BOX
- E E ELECTRIC BOX
- ○ FOUND 1/2" REBAR
- ○ FOUND 5/8" REBAR
- ○ SET 5/8" REBAR, PLS 9561
- ○ FOUND ALUMINUM CAP
- ● EXISTING TREE

SNOWBIRD SUBDIVISION: LOTS 1A & 2A

LOCATED WITHIN: SECTION 13, TOWNSHIP 4 NORTH, RANGE 17 EAST, B.M.,
CITY OF KETCHUM, BLAINE COUNTY, IDAHO
WHEREIN THE BOUNDARY COMMON TO LOTS 1 & 2 OF SNOWBIRD SUBDIVISION IS AMENDED.

**MARCH 2022
PRELIMINARY PLAT**



VICINITY MAP
NOT TO SCALE

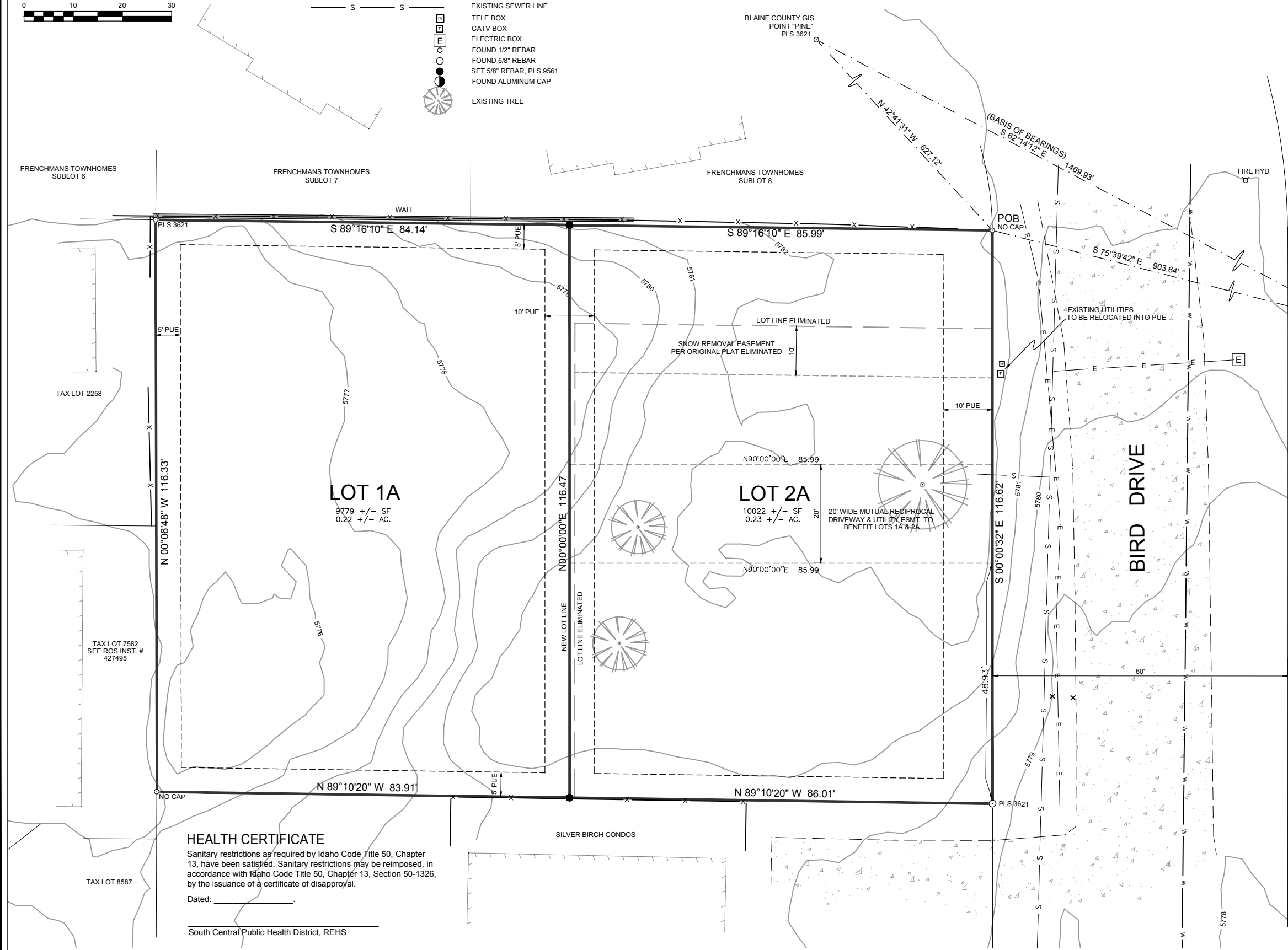
OWNER OF RECORD
SCOTT J. EDWARDS
13019 NAOMILAWN DRIVE SOUTHWEST
LAKEWOOD, WA 98498

SURVEYOR'S NARRATIVE:

1. THE PURPOSE OF THIS PLAT IS TO AMEND THE BOUNDARY COMMON TO LOTS 1 & 2 OF SNOWBIRD SUBDIVISION. FOUND MONUMENTS WERE ACCEPTED AS EITHER ORIGINAL OR REPLACEMENTS OF ORIGINAL CORNERS.
2. DIMENSIONS SHOWN HEREON ARE MEASURED. FOR RECORD DIMENSIONS, SEE REFERENCED SURVEYS.
3. DOCUMENTS USED IN THE COURSE OF THIS SURVEY:
 - A. ORIGINAL PLAT OF "SNOWBIRD SUBDIVISION", INST. NO. 321440.

NOTES:

1. A 10 FOOT WIDE PUBLIC UTILITY EASEMENT EXISTS CENTERED UPON ALL SIDE AND REAR LOT LINES PER ORIGINAL PLAT. A 10-FOOT WIDE PUBLIC UTILITY EASEMENT IS GRANTED ALONG FRONT PROPERTY LINE AS SHOWN HEREON.
2. A 20 FOOT WIDE MUTUAL RECIPROCAL DRIVEWAY & UTILITY EASEMENT TO BENEFIT LOTS 1A & 2A IS GRANTED AS SHOWN HEREON.
3. A POWERLINE EASEMENT WAS RECORDED JULY 8, 1963 AS INST. NO. 118840, RECORDS OF BLAINE COUNTY, IDAHO.
4. CURRENT ZONING IS GR-L, GENERAL RESIDENTIAL LOW DENSITY.
5. UTILITIES ARE PER SURFACE EVIDENCE & CITY OF KETCHUM RECORDS & ARE APPROXIMATE. OTHER UNDERGROUND UTILITIES MAY EXIST.
6. CONTOUR INTERVAL: 1' - CONTOURS IN AREAS OF DENSE VEGETATION MAY DEVIATE FROM TRUE ELEVATION BY ONE HALF THE HEIGHT OF THE VEGETATION. DATE OF LIDAR FLIGHT FOR CONTOURS: 2017.



HEALTH CERTIFICATE

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

Dated: _____

South Central Public Health District, REHS



**SNOWBIRD SUBDIVISION:
LOTS 1A & 2A**

LOCATED WITHIN
SECTION 13, TOWNSHIP 4 NORTH, RANGE 17 EAST, B.M.,
CITY OF KETCHUM, BLAINE COUNTY, IDAHO

PREPARED FOR: SCOTT J. EDWARDS

PROJECT NO. 21070	DWG BY: DWS/CPL	21070pre2022
PRELIMINARY PLAT	DATE: 03/21/2022	SHEET: 1 OF 141

Exhibit B:
Townhouse Preliminary Plat for
Lot 1A

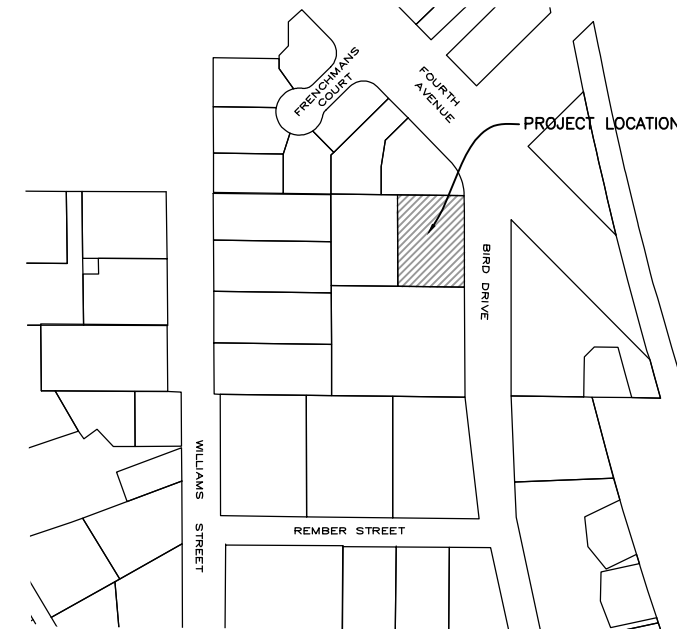
SNOWBIRD TOWNHOMES II

LOCATED WITHIN: SECTION 13, TOWNSHIP 4 NORTH, RANGE 17 EAST, B.M.,
CITY OF KETCHUM, BLAINE COUNTY, IDAHO
A TOWNHOUSE SUBDIVISION OF SNOWBIRD SUBDIVISION, LOT 2A, CREATING TWO SUBLOTS.

MARCH 2022 PRELIMINARY PLAT

OWNER OF RECORD

SCOTT J. EDWARDS
13019 NAOMILAWN DRIVE SOUTHWEST
LAKEWOOD, WA 98498



VICINITY MAP
NOT TO SCALE

SURVEYOR'S NARRATIVE:

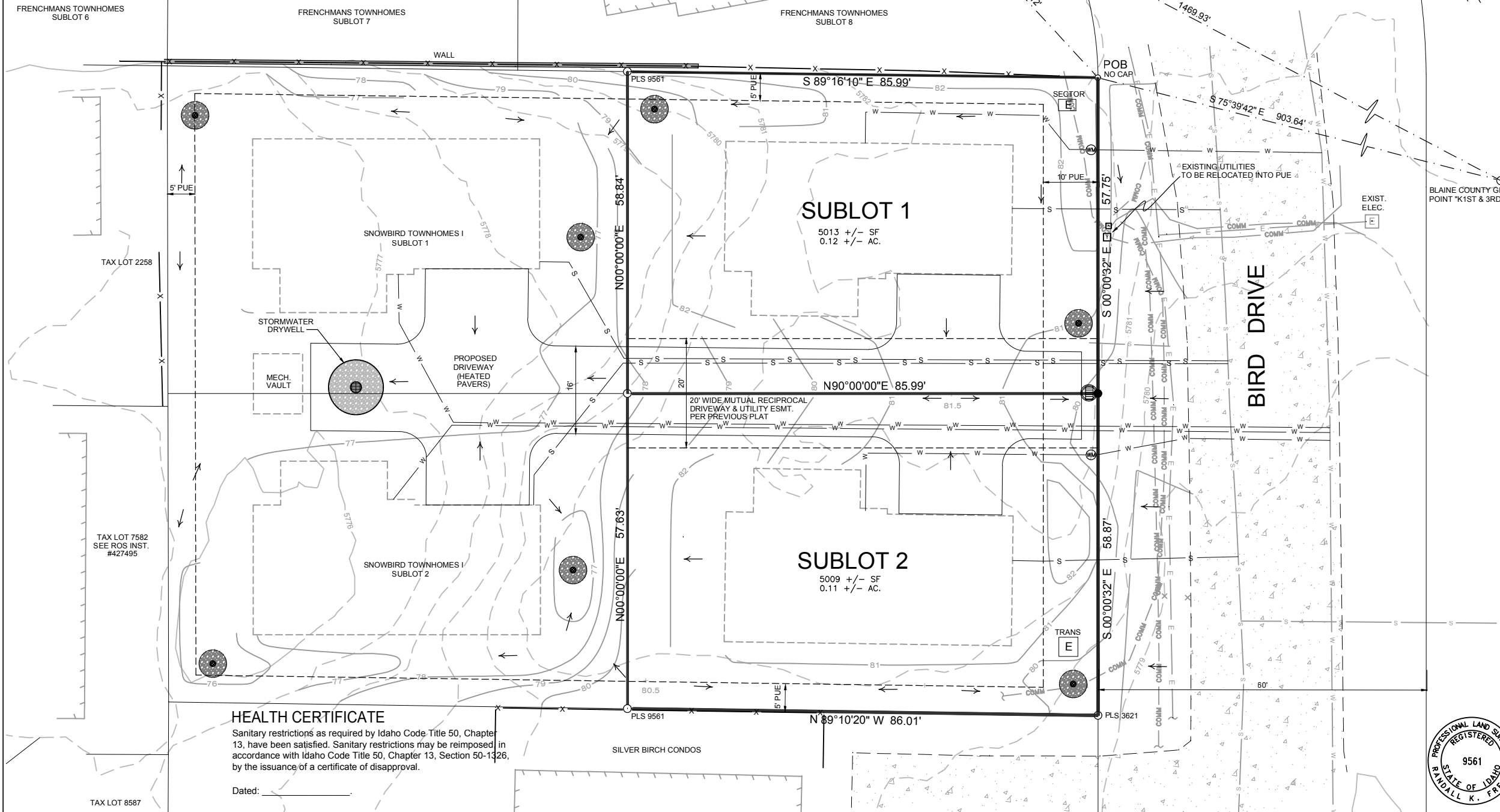
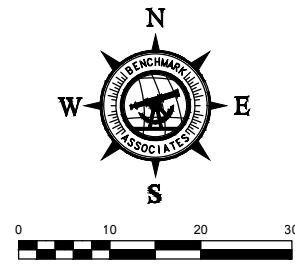
- THE PURPOSE OF THIS PLAT IS TO CREATE TWO TOWNHOUSE SUBLOTS. FOUND MONUMENTS WERE ACCEPTED AS EITHER ORIGINAL OR REPLACEMENTS OF ORIGINAL CORNERS.
- DIMENSIONS SHOWN HEREON ARE MEASURED. FOR RECORD DIMENSIONS, SEE REFERENCED SURVEYS.
- DOCUMENTS USED IN THE COURSE OF THIS SURVEY:
 - ORIGINAL PLAT OF "SNOWBIRD SUBDIVISION", INST. NO. 321440.
 - REPLAT OF "SNOWBIRD SUBDIVISION: LOTS 1A & 2A", INST. NO. _____.
 - SNOWBIRD TOWNHOMES I, INST. NO. _____.

NOTES:

- THE TOWNHOME DECLARATION FOR SNOWBIRD TOWNHOMES WAS RECORDED AS INST. NO. _____, RECORDS OF BLAINE COUNTY, IDAHO.
- THE PHASED DEVELOPMENT AGREEMENT FOR SNOWBIRD TOWNHOMES WAS RECORDED AS INST. NO. _____, RECORDS OF BLAINE COUNTY, IDAHO.
- 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.
- A 10 FOOT WIDE PUBLIC UTILITY EASEMENT EXISTS CENTERED UPON ALL SIDE AND REAR LOT LINES PER ORIGINAL PLAT. A 10-FOOT WIDE PUBLIC UTILITY EASEMENT EXISTS ALONG FRONT PROPERTY LINE PER PREVIOUS PLAT.
- A 20 FOOT WIDE MUTUAL RECIPROCAL DRIVEWAY & UTILITY EASEMENT TO BENEFIT SNOWBIRD TOWNHOMES I, SUBLOTS 1 & 2, AND SNOWBIRD TOWNHOMES II, SUBLOTS 1 & 2 EXISTS PER PREVIOUS PLAT.
- CURRENT ZONING IS GR-L, GENERAL RESIDENTIAL LOW DENSITY.
- A POWERLINE EASEMENT WAS RECORDED JULY 8, 1963 AS INST. NO. 118840, RECORDS OF BLAINE COUNTY, IDAHO.
- GARAGE(S) MAY NOT BE CONDOMINIUMIZED, SOLD AND/OR OWNED SEPARATE FROM THE CORRESPONDING DWELLING UNIT WITHIN THE TOWNHOUSE DEVELOPMENT.
- EXISTING UTILITIES ARE PER SURFACE EVIDENCE & CITY OF KETCHUM RECORDS & ARE APPROXIMATE. OTHER UNDERGROUND UTILITIES MAY EXIST.
- PROPOSED UTILITIES, CONTOURS & DRAINAGE PER CIVIL & LANDSCAPE PLANS.
- CONTOUR INTERVAL: 1' - CONTOURS IN AREAS OF DENSE VEGETATION MAY DEVIATE FROM TRUE ELEVATION BY ONE HALF THE HEIGHT OF THE VEGETATION. DATE OF LIDAR FLIGHT FOR CONTOURS: 2017.

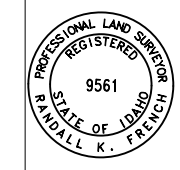
LEGEND:

- PROPERTY LINE
- EASEMENT LINE
- APPROXIMATE BUILDING FOOTPRINT
- BLAINE COUNTY GIS TIE
- APPROXIMATE EXISTING BUILDING
- EDGE PAVEMENT
- EXISTING WOOD FENCE
- EXISTING ELECTRIC LINE
- EXISTING COMMUNICATION LINE
- EXISTING WATER LINE
- EXISTING SEWER LINE
- NEW WATER SERVICE
- NEW SEWER SERVICE
- EXISTING CONTOUR
- PROPOSED CONTOUR
- EXISTING TELEPHONE BOX
- EXISTING CABLE TV BOX
-
-
-
- FOUND ALUMINUM CAP
- NEW ELECTRICAL BOX
- NEW DRYWELL
- NEW CATCH BASIN
- FLOW ARROW



HEALTH CERTIFICATE
Sanitary restrictions as required by Idaho Code Title 50, Chapter 13, have been satisfied. Sanitary restrictions may be reimposed in accordance with Idaho Code Title 50, Chapter 13, Section 50-1126, by the issuance of a certificate of disapproval.

Dated: _____



		SNOWBIRD TOWNHOMES II	
		LOCATED WITHIN SECTION 13, TOWNSHIP 4 NORTH, RANGE 17 EAST, B.M. CITY OF KETCHUM, BLAINE COUNTY, IDAHO	
PROJECT NO. 21070	DWG BY: DWS/CPL	PREPARED FOR: SCOTT J. EDWARDS	143
PRELIMINARY PLAT	DATE: 03/21/2022	21070ph2.DWG	SHEET: 1 OF 1

Exhibit C:

Right-of-Way, Utility, and
Driveway Improvements Plan

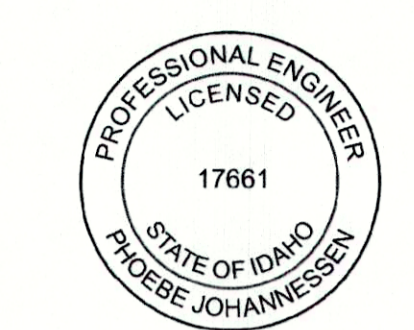
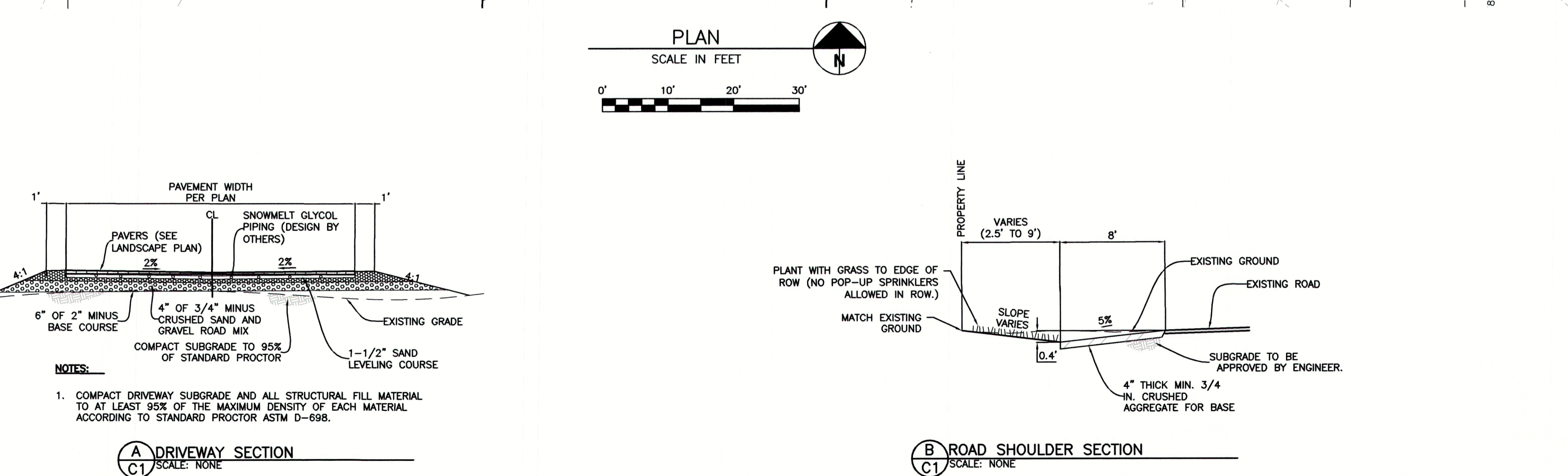
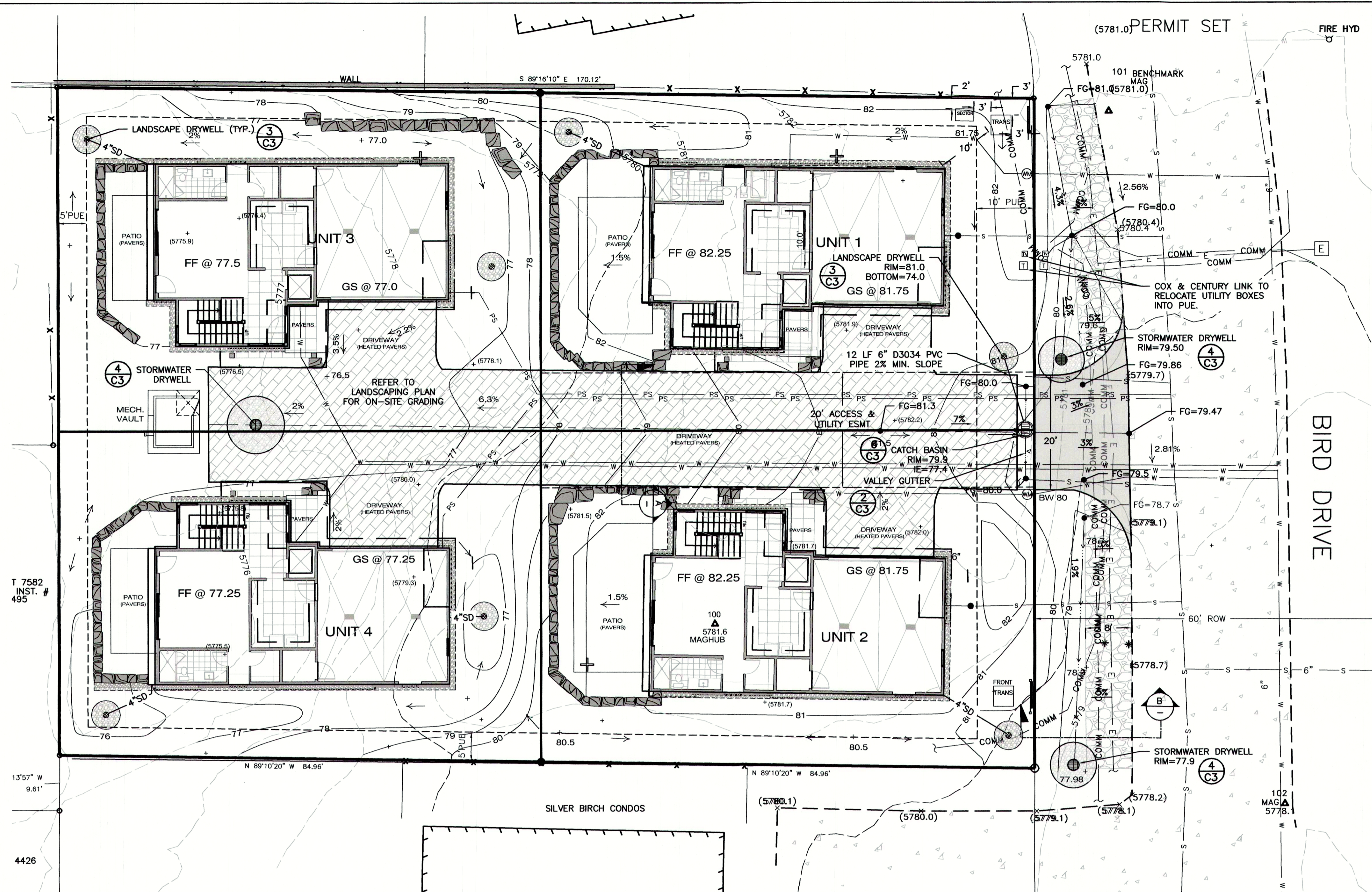


GENERAL NOTES

- CONTRACTOR SHALL FIELD VERIFY LOCATION OF ALL EXISTING UTILITIES BEFORE COMMENCING CONSTRUCTION. ANY CONFLICT SHALL BE BROUGHT TO THE ATTENTION OF THE ENGINEER.
- CONTRACTOR SHALL NOTIFY DIGLINE (1-800-342-1585) AT LEAST 48 HOURS PRIOR TO BEGINNING CONSTRUCTION ACTIVITIES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ANY DAMAGE TO EXISTING UTILITIES ENCOUNTERED DURING CONSTRUCTION.
- CONTRACTOR SHALL BE RESPONSIBLE FOR DUST CONTROL DURING THE CONSTRUCTION OF ALL ITEMS HEREON. DUST CONTROL SHALL BE CONTINUOUS DURING CONSTRUCTION, 24 HOURS PER DAY 7 DAYS PER WEEK.
- CONTRACTOR SHALL ASSURE POSITIVE DRAINAGE AWAY FROM THE HOUSE.
- ALL WORK WITHIN THE CITY RIGHT OF WAY SHALL CONFORM TO CITY OF KETCHUM STANDARDS.

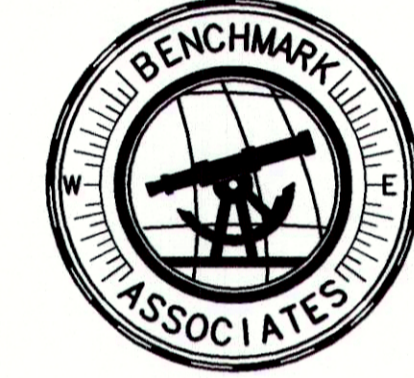
LEGEND

	EXISTING	PROPOSED
PROPERTY LINE	---	---
ADJOINING PROPERTY LINE	---	---
CENTERLINE	---	---
FENCE	-S-	-S-
SEWER	-S-	-PS-
PRESSURE SEWER	-S-	-PS-
SEWER MANHOLE	○	○
SEWER CLEANOUT	○	○
WATER	-W-	-W-
WATER METER	○	○
GAS	-G-	-G-
POWER	-E-	-E-
OVERHEAD POWER	-OHP-	-OHP-
TELEPHONE	-TV-	-TV-
CABLE TV LINE	-TV-	-TV-
CONTOUR	---5775---	---75---
SAWCUT LINE	---	---
FLOW LINE	---	---
LANDSCAPE DRYWELL	○	○
DRIVEWAY DRYWELL	○	○
STORM DRAIN PIPE	4"SD	4"SD
DOWN SPOUT	DS	DS
ASPHALT PAVEMENT	---	---
PAVERS	---	---
GRAVEL	---	---
FG	FINISHED GRADE	
EG	EXISTING GROUND	
GB	GRADE BREAK	



REVISIONS

No.	DESCRIPTION	DATE	BY



PREPARED BY:
BENCHMARK ASSOCIATES, P.A.
P.O. BOX 733 100 BELL DRIVE
KETCHUM, IDAHO 83340
(208) 726-9512
FAX 726-9514
WEB: WWW.BMASB.COM
MAIL: WWW.BMASB.COM

GRADING & DRAINAGE PLAN

SNOWBIRD TOWNHOMES
T4N, R17E, SEC 13, B.M., CITY OF KETCHUM, IDAHO

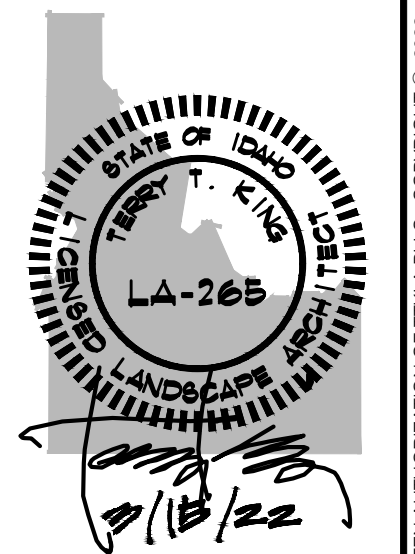
PREPARED FOR: SCOTT J. EDWARDS

DRAWN BY: PLJ
DESIGNED BY: PLJ
CHECKED BY: GLM
DATE: 3/21/22
PROJECT NO.: 21070

DRAWING NO.

C1

Exhibit D:
Landscape Improvements Plan



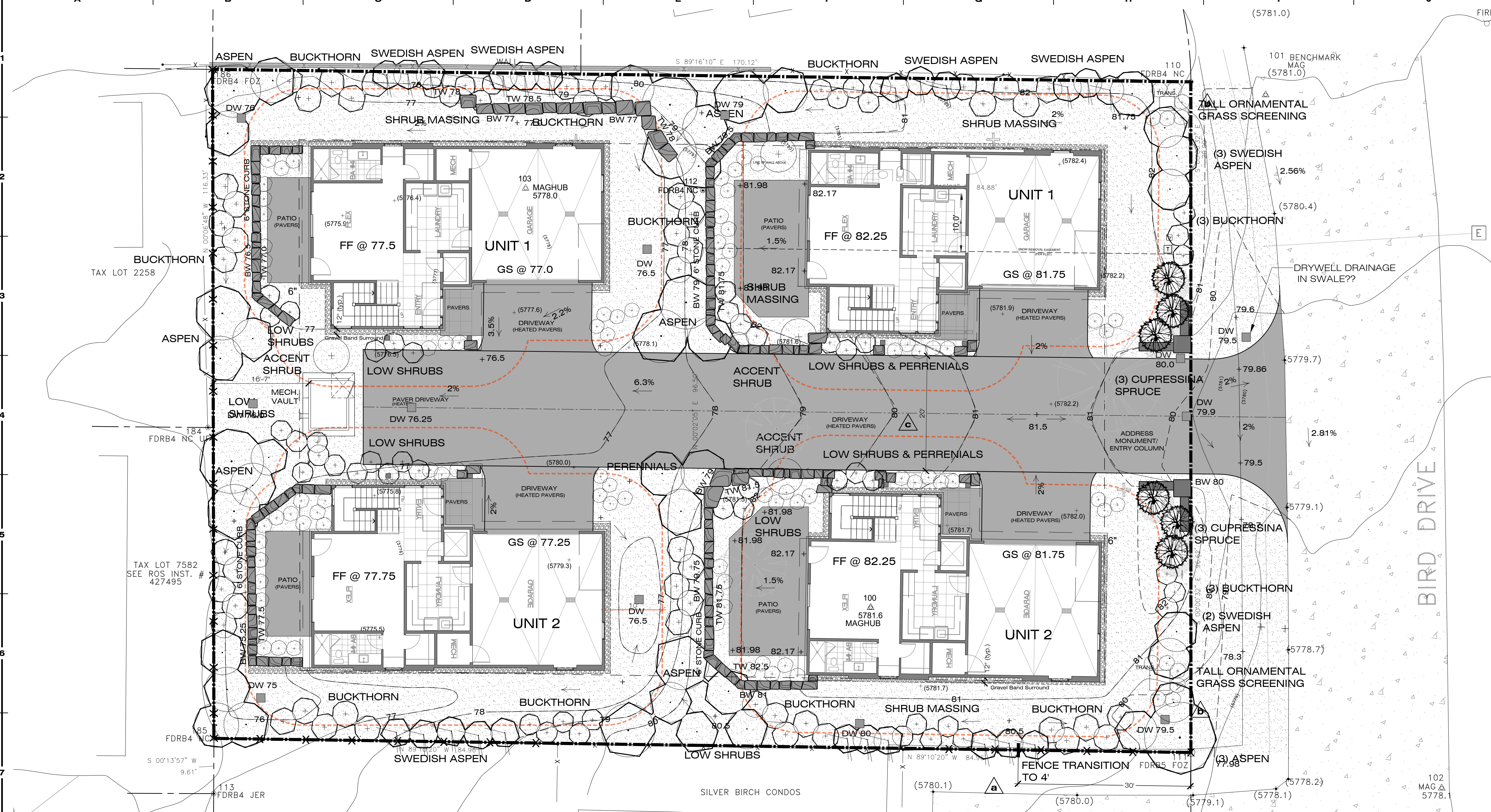
LANDSCAPE PLAN

Snowbird Townhomes

220 Bird Dr.
Lots 1 & 2, Snowbird Sub.
Ketchum • Blaine County • Idaho

drawn by: mo
checked by: tk
date: March 14, 2022
revisions:
March 15, 2022

L-1.2
SHEET

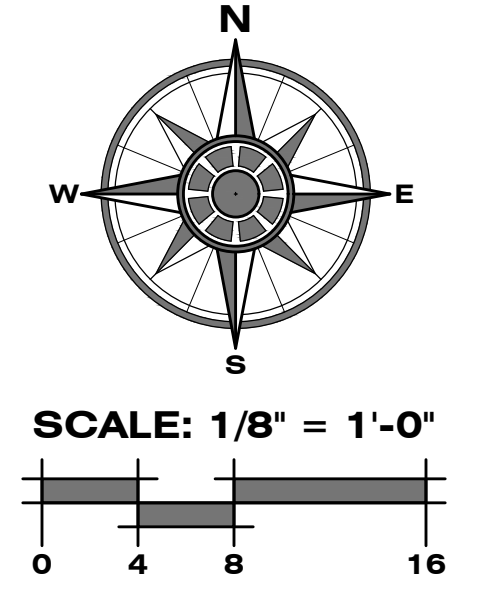


PLANT LEGEND

	2 EVERGREEN TREES		112 SHRUBS		10,230 sf PLANTER BEDS		645 lf EDGING		
6 - 10-12'	Cupressina Spruce, Picea abies 'Cupressina'	5 GAL. T.B.D.	Barberry - Helmond Pillar, Berberis thunb. f. atro. 'Helmond Pillar' Barberry - Orange Rocket, Berberis thunbergii 'Orange Rocket' Buckthorn - Tallhedge, Rhamnus frangula 'Tallhedge' Dogwood - Kelsey, Cornus sericea 'Kelsey' Peking Cotoneaster, Cotoneaster acutifolius Snowberry, Symphoricarpos albus Spirea - Tor Birchleaf, Spirea fritschiana Spirea - Tor Birchleaf, Spirea betulifolia 'Tor' Sumac - Gro-Low, Rhus aromatica 'Gro-Low'	3" MIN. BARK MULCH 10,230 s.f. - 95 yds	645 lf	STEEL EDGING 645 lf.			
10 - 6-8'	DECIDUOUS TREES	Quaking Aspen, Populus Tremuloides		90 PERENNIALS	45 - 1 gal. SALVIA 45 - 2 gal. PENSTEMON COLUMBINE COREOPSIS	KINNICKINICK SWEET WOODRUFF CREEPING MAHONIA CORAL BELLS SEDUM		5,360 sf PAVERS 5,360 s.f.	
16 - 8-10'									6" 1/4" TALL WOOD FENCE 158 lf. - 6' tall fence 30 lf. - 4' tall fence
15 - 10-12'									
10 - 12+									

LANDSCAPE & PLANTING NOTES:

- LOCATIONS OF PROPOSED PLANT MATERIALS ARE APPROXIMATE AND MUST BE FIELD VERIFIED PRIOR TO INSTALLATION. LOCATIONS SHOWN ON THE PLAN MAY VARY BASED ON EXISTING FIELD CONDITIONS. CONSULT LANDSCAPE ARCHITECT PRIOR TO INSTALL.
- ANY UTILITY LOCATIONS ARE APPROXIMATE AND MUST BE LOCATED AND VERIFIED IN THE FIELD PRIOR TO ANY EXCAVATION WORK INCLUDING INSTALLATION OF PLANT MATERIALS.
- ALL PLANTING AREAS TO BE AERATED AFTER CONSTRUCTION AND PRIOR TO INSTALLATION OF PLANT MATERIALS.
- ALL PLANT MATERIALS TO COMPLY WITH THE AMERICAN ASSOCIATION OF NURSERYMEN STANDARDS.
- ALL PLANT MATERIAL SUBJECT TO AVAILABILITY.
- REFER TO ADDITIONAL MATERIALS AND SPECS INCLUDING IRRIGATION PLAN AND PERFORMANCE SPECIFICATIONS FOR ADDITIONAL INFORMATION.
- ALL LANDSCAPING TO BE IRRIGATED BY AN AUTOMATIC SPRINKLER SYSTEM.
- THIS PROJECT SHALL COMPLY WITH THE CITY OF KETCHUM FIRE PROTECTION AND DEFENSIBLE SPACE CHARACTERISTICS. TREE CROWNS EXTENDING TO WITHIN 10 FEET OF ANY STRUCTURE SHALL BE PRUNED TO MAINTAIN A MINIMUM HORIZONTAL CLEARANCE OF 10 FEET. TREE CROWNS WITHIN 30 FEET OF ANY STRUCTURE SHALL BE PRUNED TO REMOVE LIMBS LOCATED LESS THAN 6 FEET ABOVE THE GROUND SURFACE ADJACENT TO THE TREES. NON FIRE-RESISTIVE VEGETATION OR GROWTH SHALL BE KEPT CLEAR OF BUILDINGS AND STRUCTURES. IN SUCH A MANNER AS TO PROVIDE A CLEAR AREA FOR FIRE SUPPRESSION OPERATIONS. THE AREA 12" HORIZONTAL FROM THE BASE OF A WALL SHALL BE FINISHED IN A WAY TO PREVENT ANY VEGETATION GROWING, AND FOR VEGETATIVE DEBRIS TO BE EASILY REMOVED.



- a** revised: 3.14.22 Fence height
- b** revised: 3.14.22 Add screening plants
- c** revised: 3.14.22 width of driveway



City of Ketchum
Planning & Building

IN RE:)	
)	
220-222 Bird Dr Subdivision)	KETCHUM PLANNING & ZONING COMMISSION
Subdivision – Preliminary Plat)	FINDINGS OF FACT, CONCLUSIONS OF LAW, AND
Date: April 12, 2022)	DECISION
)	
File Number: 21-056)	

PROJECT: 220-222 Bird Dr Subdivision

APPLICATION TYPE: Subdivision – Preliminary Plat

FILE NUMBER: P21-058

ASSOCIATED APPLICATIONS: Design Review (P21-061 and P21-062)
Townhouse Subdivision Preliminary Plats (P21-058 and P21-059)

REPRESENTATIVE: Dave Patrie, Benchmark Associates (Engineer)

OWNER: Scott J Edwards

LOCATION: 220 and 222 Bird Drive

ZONING: General Residential Low Density (GR-L)

OVERLAY: None

RECORD OF PROCEEDINGS

The City of Ketchum received the applications for Subdivision Preliminary Plat, Townhouse Preliminary Plat, and Design Review on June 22, 2021. The applications were reviewed concurrently and certified complete on March 1, 2022. Following receipt of the complete application, staff routed the application materials to all city departments for review. Department comments were provided to the applicant on March 1, 2022.

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 March 23, 2022. The public hearing notice was published in the Idaho Mountain Express the on March 23, 2022. A notice was posted on the project site and the city’s website on March 23, 2022.

The Planning & Zoning Commission considered the Snowbird Subdivision Preliminary Plat (File No. P21-056) application during their regular meeting on April 12, 2022. After considering Staff’s analysis, the applicant’s presentation, and public comment, the Planning & Zoning Commission unanimously

recommended approval of the Subdivision Preliminary Plat (File No. P21-056) application to the City Council.

BACKGROUND

The Applicant is proposing four detached townhomes each approximately 3,700 square feet and three stories (the “project”), located at 220 and 222 Bird Dr. (the “subject property”). The subject property is a two-lot subdivision platted in 1990, named Snowbird Subdivision, zoned General Residential – Low Density (GR-L). Detached townhomes are a permitted use within the GR-L zone district but restricted to a maximum of two dwelling units per lot per Ketchum Municipal Code 17.12.020 – District Use Matrix.

The existing subdivision includes one lot fronting Bird Dr. and a flag lot with limited frontage on Bird Dr. The current flag lot condition is nonconforming as the subdivision regulations do not permit flag lots. To develop the property with the proposed four detached townhouses, two per lot, the applicant has proposed to first reconfigure the lot lines between Lots 1 and 2 and realign the access to a consolidated central access easement. After the reconfiguration of lot lines and access, design review approval and townhouse subdivision preliminary plat approval are required separately for each lot for the proposed detach townhouses. The applicant has submitted all five required applications as outlined above for consideration by the Planning and Zoning Commission.

The project will construct improvements to the right-of-way per the City of Ketchum improvement standards. All improvements to the right-of-way will be reviewed and approved by the City Engineer and Streets Department prior to issuance of a building permit.

The applicant has requested phased development agreements for both lots to permit the filing of the final plats once a certificate of occupancy has been issued for the first unit. Staff is supportive of the request and has drafted two phased development agreements, one for each lot, for consideration by the Planning and Zoning Commission.

FINDINGS OF FACT

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

FINDINGS REGARDING PRELIMINARY PLAT SUBDIVISION REQUIREMENTS

Preliminary Plat Requirements				
Compliant			City Code	City Standards
Yes	No	N/A		
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.C.1	The subdivider shall file with the administrator copies of the completed subdivision application form and preliminary plat data as required by this chapter.
			<i>Commission Findings</i>	The City of Ketchum Planning and Building Department received the subdivision application and all applicable application materials on June 22, 2021.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.I	Contents Of Preliminary Plat: The preliminary plat, together with all application forms, title insurance report, deeds, maps, and other documents reasonably required, shall constitute a complete subdivision application.

			<i>Commission Findings</i>	The subdivision application was deemed complete on March 1, 2022.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.I .1	The preliminary plat shall be drawn to a scale of not less than one inch equals one hundred feet (1" = 100') and shall show the following: The scale, north point and date.
			<i>Commission Findings</i>	This standard is met as shown on Sheet 1 of the preliminary plat.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.I .2	The name of the proposed subdivision, which shall not be the same or confused with the name of any other subdivision in Blaine County, Idaho.
			<i>Commission Findings</i>	As shown on Sheet 1 of the preliminary plat, the subdivision is named "Snowbird Subdivision: Lots 1A & 2A " which is not the same as any other subdivision in Blaine County, Idaho.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.I .3	The name and address of the owner of record, the subdivider, and the engineer, surveyor, or other person preparing the plat.
			<i>Commission Findings</i>	As shown on Sheet 1, the owner and subdivider is Scott J. Edwards. The plat was prepared by Randall K. French of Benchmark Engineering.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.I .4	Legal description of the area platted.
			<i>Commission Findings</i>	The legal description of the area platted is shown under the title on Sheet 1 of the preliminary plat.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.I .5	The names and the intersecting boundary lines of adjoining subdivisions and parcels of property.
			<i>Commission Findings</i>	Sheet 1 of the preliminary plat indicates the boundary lines of the adjoining townhouse subdivisions and tax lots to the north, west, and south.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.I .6	A contour map of the subdivision with contour lines and a maximum interval of five feet (5') to show the configuration of the land based upon the United States geodetic survey data, or other data approved by the city engineer.
			<i>Commission Findings</i>	Sheet 1 of the preliminary plat shows the contour lines for the subject property.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.I 7	The scaled location of existing buildings, water bodies and courses and location of the adjoining or immediately adjacent dedicated streets, roadways and easements, public and private.
			<i>Commission Findings</i>	The property is currently vacant with no existing buildings; however, Sheet 1 of the preliminary plat shows the location of all adjacent streets (Bird Dr.) and easements.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.I .8	Boundary description and the area of the tract.
			<i>Commission Findings</i>	Sheet 1 provides the boundary description of the area and includes square footage and acreage of both sublots.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.I .9	Existing zoning of the tract.
			<i>Commission Findings</i>	Plat note #4 on Sheet 1 of the preliminary plat lists the existing zoning of the subject property.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.I .10	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.
			<i>Commission Findings</i>	Sheet 1 of the preliminary plat shows the locations of street rights of way (Bird Dr.), existing and proposed lot lines, existing and proposed easements, and all required numbering. The purpose of the plat is to realign the property lines between Lots 1 and 2, eliminate easements associated with the current lines, and create easements associated with new lines including a 20-foot access and utility easement.

<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.I .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.
			<i>Commission Findings</i>	Sheet 1 outlines a 20-foot-wide access and utility easement for the benefit of Lots 1A and 2A.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.I .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.
			<i>Commission Findings</i>	No changes to existing utilities are proposed with the preliminary plat. The applicant has submitted separate townhouse subdivision plat applications for each lot (P21-058 and P21-059). Project Plans associated with those applications outline water and sewer service to proposed townhouse units.
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.030.I .13	The direction of drainage, flow and approximate grade of all streets.
			<i>Commission Findings</i>	This standard does not apply as no new streets are proposed.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.I .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.
			<i>Commission Findings</i>	No changes to the existing drainage for the subdivision are proposed or required.
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.030.I .15	All percolation tests and/or exploratory pit excavations required by state health authorities.
			<i>Commission Findings</i>	This standard does not apply as no tests are required. All lots are served by municipal services, therefore no septic systems are required.
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.030.I .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.
			<i>Commission Findings</i>	No homeowner's association or condominium association is proposed for this preliminary plat application. The applicant has submitted separate townhouse subdivision preliminary plat applications which include draft documents as required.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.I .17	Vicinity map drawn to approximate scale showing the location of the proposed subdivision in reference to existing and/or proposed arterials and collector streets.
			<i>Commission Findings</i>	Sheet 1 of the preliminary plat includes a vicinity map in the upper right-hand corner.
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.030.I .18	The boundaries of the floodplain, floodway and avalanche zoning district shall also be clearly delineated and marked on the preliminary plat.
			<i>Commission Findings</i>	The subject property is not within a floodplain, floodway, or avalanche zone district.
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.030.I .19	Building envelopes shall be shown on each lot, all or part of which is within a floodway, floodplain, or avalanche zone; or any lot that is adjacent to the Big Wood River, Trail Creek, or Warm Springs Creek; or any lot, a portion of which has a slope of twenty five percent (25%) or greater; or upon any lot which will be created adjacent to the intersection of two (2) or more streets.

			<i>Commission Findings</i>	A building envelope is not required as the subject property is not within the floodway, floodplain, or avalanche zone. The subject property is not adjacent to the Big Wood River, Trail Creek or Warm Springs. The subject property does not contain slopes greater than 25% and is not adjacent to an intersection.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.I .20	Lot area of each lot.
			<i>Commission Findings</i>	As shown on Sheet 1 of the preliminary plat, the area of Lot 1A is 9,779 square feet and the area of Lot 2A is 10,022 square feet.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.I .21	Existing mature trees and established shrub masses.
			<i>Commission Findings</i>	The property is vacant with no significant trees or shrub masses.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.I .22	A current title report shall be provided at the time that the preliminary plat is filed with the administrator, together with a copy of the owner's recorded deed to such property.
			<i>Commission Findings</i>	The applicant provided a title commitment issued by Stewart Title dated July 1, 2020 and a warranty deed recorded at Instrument Number 671079 with the initial application.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.I .23	Three (3) copies of the preliminary plat shall be filed with the administrator.
			<i>Commission Findings</i>	The City of Ketchum received hard and digital copies of the preliminary plat at the time of application.
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.040.A	Required Improvements: The improvements set forth in this section shall be shown on the preliminary plat and installed prior to approval of the final plat. Construction design plans shall be submitted and approved by the city engineer. All such improvements shall be in accordance with the comprehensive plan and constructed in compliance with construction standard specifications adopted by the city. Existing natural features which enhance the attractiveness of the subdivision and community, such as mature trees, watercourses, rock outcroppings, established shrub masses and historic areas, shall be preserved through design of the subdivision.
			<i>Commission Findings</i>	No improvements are proposed or required as part of this preliminary plat application. The applicant has submitted separate townhouse preliminary plat applications and associated project plans for right-of-way improvements associated with the future development of the property. Phased Development Agreements associated with those preliminary plat applications outlined the required improvements and timing of such improvements.
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.040.B	Improvement Plans: Prior to approval of final plat by the commission, the subdivider shall file two (2) copies with the city engineer, and the city engineer shall approve construction plans for all improvements required in the proposed subdivision. Such plans shall be prepared by a civil engineer licensed in the state.
			<i>Commission Findings</i>	No improvements are proposed or required as part of this preliminary plat application. Improvements and timing of installation is stipulated by the Phased Development Agreements associate with separate townhouse preliminary plat applications submitted in conjunction with this preliminary plat.
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.040.C	Prior to final plat approval, the subdivider shall have previously constructed all required improvements and secured a certificate of completion from the city engineer. However, in cases where the required improvements cannot be constructed due to weather conditions or other factors beyond the control of the subdivider, the city council may accept, in lieu of any or all of the required

				<p>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.</p>
			<i>Commission Findings</i>	No improvements are proposed or required as part of this preliminary plat application. Improvements and timing of installation is stipulated by the Phased Development Agreements associate with separate townhouse preliminary plat applications submitted in conjunction with this preliminary plat.
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.040.D	<p>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.</p>
			<i>Commission Findings</i>	This standard does not apply as this is a preliminary plat application, not a final plat application.
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.040.E	<p>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:</p> <ol style="list-style-type: none"> 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.
			<i>Commission Findings</i>	This standard does not apply as this is a preliminary plat application, not a final plat application.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.040.F	<p>Lot Requirements:</p> <ol style="list-style-type: none"> 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

			<p>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:</p> <ol style="list-style-type: none"> 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. <p>3. Corner lots shall have a property line curve or corner of a minimum radius of twenty five feet (25') unless a longer radius is required to serve an existing or future use.</p> <p>4. Side lot lines shall be within twenty degrees (20°) to a right angle or radial line to the street line.</p> <p>5. Double frontage lots shall not be created. A planting strip shall be provided along the boundary line of lots adjacent to arterial streets or incompatible zoning districts.</p> <p>6. Every lot in a subdivision shall have a minimum of twenty feet (20') of frontage on a dedicated public street or legal access via an easement of twenty feet (20') or greater in width. Easement shall be recorded in the office of the Blaine County recorder prior to or in conjunction with recordation of the final plat.</p>
		<i>Commission Findings</i>	<ol style="list-style-type: none"> 1. The proposed subdivision meets all dimensional standards as outlined in the GR-L zone district for the parent lot. The minimum lot size is 8,000 square feet. Lot 1A is 9,779 square feet and Lot 2A is 10,022 square feet. All future development must meet minimum lot coverage and setback requirements for the GR-L zone district. Minimum lot width is an average of 80 feet. The lots are 116 feet wide. 2. Building envelopes are not required as the subject property is not within the floodplain/floodway, avalanche zone, does not contain slopes greater than 25%, nor is it located adjacent to an intersection of two streets 3. The subject property is not a corner lot. 4. Both lots are within 20 degrees to a right angle to the street lot line along Bird Dr. 5. The subject property is not a double frontage lot. 6. Lot 1A is provided access to Bird Dr. through a 20-foot-wide access and utility easement created with this plat.
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<p>16.04.040.G</p> <p>G. Block Requirements: The length, width and shape of blocks within a proposed subdivision shall conform to the following requirements:</p> <ol style="list-style-type: none"> 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.

				<p>2. Blocks shall be laid out in such a manner as to comply with the lot requirements.</p> <p>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.</p> <p>4. Corner lots shall contain a building envelope outside of a seventy five foot (75') radius from the intersection of the streets.</p>
			<i>Commission Findings</i>	This standard does not apply as no new blocks are being created. No changes to the existing Blocks are proposed with this plat.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.040.H	<p>Street Improvement Requirements:</p> <p>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;</p> <p>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;</p> <p>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;</p> <p>4. Streets may be required to provide access to adjoining lands and provide proper traffic circulation through existing or future neighborhoods;</p> <p>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;</p> <p>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;</p> <p>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;</p> <p>8. A cul-de-sac, court or similar type street shall be permitted only when necessary to the development of the subdivision, and provided, that no such street shall have a maximum length greater than four hundred feet (400') from entrance to center of turnaround, and all cul-de-sacs shall have a minimum turnaround radius of sixty feet (60') at the property line and not less than forty five feet (45') at the curb line;</p> <p>9. Streets shall be planned to intersect as nearly as possible at right angles, but in no event at less than seventy degrees (70°);</p> <p>10. Where any street deflects an angle of ten degrees (10°) or more, a connecting curve shall be required having a minimum centerline radius of three hundred feet</p>

			<p>(300') for arterial and collector streets, and one hundred twenty five feet (125') for minor streets;</p> <p>11. Streets with centerline offsets of less than one hundred twenty five feet (125') shall be prohibited;</p> <p>12. A tangent of at least one hundred feet (100') long shall be introduced between reverse curves on arterial and collector streets;</p> <p>13. Proposed streets which are a continuation of an existing street shall be given the same names as the existing street. All new street names shall not duplicate or be confused with the names of existing streets within Blaine County, Idaho. The subdivider shall obtain approval of all street names within the proposed subdivision from the commission before submitting same to council for preliminary plat approval;</p> <p>14. Street alignment design shall follow natural terrain contours to result in safe streets, usable lots, and minimum cuts and fills;</p> <p>15. Street patterns of residential areas shall be designed to create areas free of through traffic, but readily accessible to adjacent collector and arterial streets;</p> <p>16. Reserve planting strips controlling access to public streets shall be permitted under conditions specified and shown on the final plat, and all landscaping and irrigation systems shall be installed as required improvements by the subdivider;</p> <p>17. In general, the centerline of a street shall coincide with the centerline of the street right of way, and all crosswalk markings shall be installed by the subdivider as a required improvement;</p> <p>18. Street lighting may be required by the commission or council where appropriate and shall be installed by the subdivider as a requirement improvement;</p> <p>19. Private streets may be allowed upon recommendation by the commission and approval by the council. Private streets shall be constructed to meet the design standards specified in subsection H2 of this section;</p> <p>20. Street signs shall be installed by the subdivider as a required improvement of a type and design approved by the administrator and shall be consistent with the type and design of existing street signs elsewhere in the city;</p> <p>21. Whenever a proposed subdivision requires construction of a new bridge, or will create substantial additional traffic which will require construction of a new bridge or improvement of an existing bridge, such construction or improvement shall be a required improvement by the subdivider. Such construction or improvement shall be in accordance with adopted standard specifications;</p> <p>22. Sidewalks, curbs and gutters may be a required improvement installed by the subdivider; and</p> <p>23. Gates are prohibited on private roads and parking access/entranceways, private driveways accessing more than one single-family dwelling unit and one accessory dwelling unit, and public rights of way unless approved by the city council.</p>
			<p>Bird Dr. meets city standards for right-of-way width and pavement width. No improvements are proposed or required as part of this preliminary plat application. Improvements and timing of installation is stipulated by the Phased Development Agreements associate with separate townhouse preliminary plat applications submitted in conjunction with this preliminary plat.</p>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<p>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</p>

				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.
			<i>Commission Findings</i>	This standard does not apply as the subject property is not within a business, commercial, or light-industrial zone district and no alleys exist.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.040.J	<p>Required Easements: Easements, as set forth in this subsection, shall be required for location of utilities and other public services, to provide adequate pedestrian circulation and access to public waterways and lands.</p> <p>1. A public utility easement at least ten feet (10') in width shall be required within the street right of way boundaries of all private streets. A public utility easement at least five feet (5') in width shall be required within property boundaries adjacent to Warm Springs Road and within any other property boundary as determined by the city engineer to be necessary for the provision of adequate public utilities.</p> <p>2. Where a subdivision contains or borders on a watercourse, drainageway, channel or stream, an easement shall be required of sufficient width to contain such watercourse and provide access for private maintenance and/or reconstruction of such watercourse.</p> <p>3. All subdivisions which border the Big Wood River, Trail Creek and Warm Springs Creek shall dedicate a ten foot (10') fish and nature study easement along the riverbank. Furthermore, the council shall require, in appropriate areas, an easement providing access through the subdivision to the bank as a sportsman's access. These easement requirements are minimum standards, and in appropriate cases where a subdivision abuts a portion of the river adjacent to an existing pedestrian easement, the council may require an extension of that easement along the portion of the riverbank which runs through the proposed subdivision.</p> <p>4. All subdivisions which border on the Big Wood River, Trail Creek and Warm Springs Creek shall dedicate a twenty five foot (25') scenic easement upon which no permanent structure shall be built in order to protect the natural vegetation and wildlife along the riverbank and to protect structures from damage or loss due to riverbank erosion.</p> <p>5. No ditch, pipe or structure for irrigation water or irrigation wastewater shall be constructed, rerouted or changed in the course of planning for or constructing required improvements within a proposed subdivision unless same has first been approved in writing by the ditch company or property owner holding the water rights. A written copy of such approval shall be filed as part of required improvement construction plans.</p> <p>6. Nonvehicular transportation system easements including pedestrian walkways, bike paths, equestrian paths, and similar easements shall be dedicated by the subdivider to provide an adequate nonvehicular transportation system throughout the city.</p>
			<i>Commission Findings</i>	As shown on Sheet 1 of the preliminary plat, Lot 2A includes a 10-foot public utility easement along Bird Dr. The original Snowbird Subdivision recorded under Instrument Number 321440 included 10-foot public utility easements centered upon all side and rear lots lines. As part of this preliminary plat application, the applicant submitted an easement release request to Idaho Power to vacate the 10-foot public utility easement along the property line between Lots 1 and 2 as shown on Sheet 1 of the preliminary plat. On February 23, 2022 Idaho Power issued an easement release approval for the removal of said easement.

				Standards 2-6 do not apply to the project as the property is not adjacent to any of the listed waterways, not adjacent to Warm Springs, does not contain any irrigation infrastructure, and does not include pedestrian or equestrian pathways.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.040.K	Sanitary Sewage Disposal Improvements: Central sanitary sewer systems shall be installed in all subdivisions and connected to the Ketchum sewage treatment system as a required improvement by the subdivider. Construction plans and specifications for central sanitary sewer extension shall be prepared by the subdivider and approved by the city engineer, council and Idaho health department prior to final plat approval. In the event that the sanitary sewage system of a subdivision cannot connect to the existing public sewage system, alternative provisions for sewage disposal in accordance with the requirements of the Idaho department of health and the council may be constructed on a temporary basis until such time as connection to the public sewage system is possible. In considering such alternative provisions, the council may require an increase in the minimum lot size and may impose any other reasonable requirements which it deems necessary to protect public health, safety and welfare.
			<i>Commission Findings</i>	No changes to the existing utilities are proposed. Sanitary sewer connections, locations, sizes, and the timing of installation is stipulated by the Phased Development Agreements associate with separate townhouse preliminary plat applications submitted in conjunction with this preliminary plat.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.040.L	Water System Improvements: A central domestic water distribution system shall be installed in all subdivisions by the subdivider as a required improvement. The subdivider shall also be required to locate and install an adequate number of fire hydrants within the proposed subdivision according to specifications and requirements of the city under the supervision of the Ketchum fire department and other regulatory agencies having jurisdiction. Furthermore, the central water system shall have sufficient flow for domestic use and adequate fire flow. All such water systems installed shall be looped extensions, and no dead end systems shall be permitted. All water systems shall be connected to the municipal water system and shall meet the standards of the following agencies: Idaho department of public health, Idaho survey and rating bureau, district sanitarian, Idaho state public utilities commission, Idaho department of reclamation, and all requirements of the city.
			<i>Commission Findings</i>	No changes to the existing utilities are proposed. Water connections, locations, sizes, and the timing of installation is stipulated by the Phased Development Agreements associate with separate townhouse preliminary plat applications submitted in conjunction with this preliminary plat.
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.040.M	Planting Strip Improvements: Planting strips shall be required improvements. When a predominantly residential subdivision is proposed for land adjoining incompatible uses or features such as highways, railroads, commercial or light industrial districts or off street parking areas, the subdivider shall provide planting strips to screen the view of such incompatible features. The subdivider shall submit a landscaping plan for such planting strip with the preliminary plat application, and the landscaping shall be a required improvement.
			<i>Commission Findings</i>	This standard does not apply as this application does not create a new subdivision. There are no incompatible uses adjacent to the proposed townhouse sublots.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.040.N	Cuts, Fills, And Grading Improvements: Proposed subdivisions shall be carefully planned to be compatible with natural topography, soil conditions, geology and hydrology of the site, as well as to minimize cuts, fills, alterations of topography,

			<p>streams, drainage channels, and disruption of soils and vegetation. The design criteria shall include the following:</p> <ol style="list-style-type: none"> 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: <ol style="list-style-type: none"> 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: <ol style="list-style-type: none"> 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.
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			<i>Commission Findings</i>	No changes to the existing grading are proposed. Grading and drainage for the proposed townhouse developments will be reviewed under separate townhouse design review and preliminary plat applications submitted in conjunction with this preliminary plat.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	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.
			<i>Commission Findings</i>	No changes to the existing drainage are proposed. Grading and drainage for the proposed townhouse developments will be reviewed under separate townhouse design review and preliminary plat applications submitted in conjunction with this preliminary plat.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	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.
			<i>Commission Findings</i>	Currently, phone and cable infrastructure is located within the city’s right-of-way. Sheet 1 of the preliminary plat shows the relocation of those encroachments to the public utility easement along the front property boundary of Lot 2A, out of the right-of-way. All other utility installations will be reviewed under the separate townhouse design review and townhouse preliminary plat applications submitted in conjunction with this preliminary plat.
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	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.
			<i>Commission Findings</i>	The proposed preliminary plat does not create substantial additional traffic, therefore, no improvements are required.

CONCLUSIONS OF LAW

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

2. The Commission has authority to review and recommend approval of the applicant's 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 Subdivision Preliminary Plat application is governed under Chapter 16.04 of Ketchum Municipal Code.
5. The Snowbird Subdivision Preliminary Plat application meets all applicable standards specified in Title 16 of Ketchum Municipal Code.

DECISION

THEREFORE, the Commission **recommends approval of** this Preliminary Plat application (File No. P21-056) this Tuesday, April 12, 2022, subject to the following conditions of approval.

CONDITIONS OF APPROVAL

1. The Final Plat application shall include a plat note that states the access easement shall remain open and unobstructed year-round.
2. Failure to record a Final Plat within two (2) years of Council's approval of a Preliminary Plat shall cause the Preliminary Plat to be null and void.

Findings of Fact **adopted** this 12th day of April 2022.

Neil Morrow, Chair
City of Ketchum
Planning and Zoning Commission



**City of Ketchum
Planning & Building**

IN RE:)	
)	
Snowbird Townhomes - I)	KETCHUM PLANNING & ZONING COMMISSION
Design Review)	FINDINGS OF FACT, CONCLUSIONS OF LAW, AND
Date: April 12, 2022)	DECISION
)	
File Number: 21-061)	

PROJECT: Snowbird Townhomes - I

APPLICATION TYPE: Design Review

FILE NUMBER: P21-061

ASSOCIATED APPLICATIONS: Subdivision Preliminary Plat (P21-056)
Townhouse Preliminary Plat (P21-058)

REPRESENTATIVE: Tom Williams, TRW Architecture Chtd. (Architect)

OWNER: Scott J Edwards

LOCATION: 222 Bird Drive – Lot 1A, Block 1, Snowbird Subdivision

ZONING: General Residential Low Density (GR-L)

OVERLAY: None

RECORD OF PROCEEDINGS

The City of Ketchum received the applications for Subdivision Preliminary Plat, Townhouse Preliminary Plat, and Design Review on June 22, 2021. The applications were reviewed concurrently and certified complete on March 1, 2022. Following receipt of the complete application, staff routed the application materials to all city departments for review. Department comments were provided to the applicant on March 1, 2022.

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 March 23, 2022. The public hearing notice was published in the Idaho Mountain Express the on March 23, 2022. A notice was posted on the project site and the city’s website on March 23, 2022.

The Planning & Zoning Commission considered the Snowbird Subdivision Preliminary Plat (File No. P21-056), and Snowbird Townhomes-I Design Review (File No. P21-061) and Townhouse Subdivision

Preliminary Plat (File No. P21-058) applications during their regular meeting on April 12, 2022. The development applications were considered concurrently and the associated public hearings were combined in accordance with Idaho Code §67-6522. After considering Staff's analysis, the applicant's presentation, and public comment, the Planning & Zoning Commission unanimously approved the Snowbird Townhomes - I Design Review (File No. P21-061) and unanimously recommended approval of the Subdivision Preliminary Plat (File No. P21-056) and Townhouse Subdivision Preliminary Plat (File No. P21-058) application to the City Council.

FINDINGS OF FACT

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

BACKGROUND

The Applicant is proposing four detached townhomes each approximately 3,700 square feet and three stories (the "project"), located at 220 and 222 Bird Dr. (the "subject property"). The subject property is a two-lot subdivision platted in 1990, named Snowbird Subdivision, zoned General Residential – Low Density (GR-L). Detached townhomes are a permitted use within the GR-L zone district but restricted to a maximum of two dwelling units per lot per Ketchum Municipal Code 17.12.020 – District Use Matrix.

The existing subdivision includes one lot fronting Bird Dr. and a flag lot with limited frontage on Bird Dr. The current flag lot condition is nonconforming as the subdivision regulations do not permit flag lots. To develop the property with the proposed four detached townhouses, two per lot, the applicant has proposed to first reconfigure the lot lines between Lots 1 and 2 and realign the access to a consolidated central access easement. After the reconfiguration of lot lines and access, design review approval and townhouse subdivision preliminary plat approval are required separately for each lot for the proposed detach townhouses. The applicant has submitted all five required applications as outlined above for consideration by the Planning and Zoning Commission.

The project will construct improvements to the right-of-way per the City of Ketchum improvement standards. All improvements to the right-of-way will be reviewed and approved by the City Engineer and Streets Department prior to issuance of a building permit.

The applicant has requested phased development agreements for both lots to permit the filing of the final plats once a certificate of occupancy has been issued for the first unit. Staff is supportive of the request and has drafted two phased development agreements, one for each lot, for consideration by the Planning and Zoning Commission.

FINDINGS REGARDING COMPLIANCE WITH ZONING CODE AND DIMENSIONAL STANDARDS

Zoning and Dimensional Standards Analysis				
Compliant			Ketchum Municipal Code Standards and Staff Comments	
Yes	No	N/A	KMC §	Standards and Staff Comments
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	17.12.020	Use
			Staff Comments	<p>Permitted: “dwelling, one-family” – A multi-family development containing up to two dwelling units is permitted.</p> <p>Proposed: Lot 1A is proposed to contain two detached townhomes. Per KMC 17.08.020, townhouse developments can be single buildings containing single townhouse units.</p>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	17.12.030	Minimum Lot Area
			Staff Comments	<p>Permitted: 8,000 SF</p> <p>“Area of lot: The area within the boundaries of a lot, exclusive of any area contained within a public or private street, alley, fire lane or private driveway easement; also, exclusive of any narrow strip of land connecting a lot set back from any public street for the purpose of providing driveway access with that street and exclusive of any portion of the property that lies between the mean high water marks of the Big Wood River, Trail Creek and Warm Springs Creek. All exclusions shall not be used for the purpose of calculating density and building coverage. Lot area shall include the area of any dedicated public bike path, equestrian path or other public pathway within the boundaries of a lot.”</p> <p>Proposed: 9,779 SF</p>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	17.12.030	FAR or Lot Coverage
			Staff Comments	<p>Maximum Permitted: 35% lot coverage</p> <p>Proposed: Total Lot area: 9,779 SF Building Coverage: 1420 SF per unit – 2840 SF total Lot Coverage: 2840/9779 = 29%</p>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	17.12.030	Minimum Building Setbacks
			Staff Comments	<p>Minimum Required: Front (Bird Drive): 15 feet Side (north): The greater of 1' for every 3' in building height, or 5' (1) – zero required for subplot line Side (south): The greater of 1' for every 3' in building height, or 5' (1)– zero required for subplot line Rear (west): The greater of 1' for every 3' in building height, or 15'</p> <p>Footnote 1: If the lot adjoins a more restrictive district on the side or rear, the more restrictive setbacks of that district shall apply.</p> <p>Building Height of Unit 1 is 33 feet 5 inches per Sheet A3.2. Building Height of Unit 2 is 34 feet 3 1/2 inches per Sheet A3.2. Side Setbacks required based on building height are 11 feet 5 inches.</p>

				<p>Rear setback required is 15 feet.</p> <p>KMC §17.128.020: Supplementary Yard Regulations</p> <ol style="list-style-type: none"> 1. Cornices, canopies, eaves, chimney chases or similar architectural features may extend into a required yard not more than three feet. 2. Decks more than 30 inches in height from existing grade at any point shall be subject to setbacks. <p>Proposed: Front – 15 feet 8 ¾ inches feet (Unit 1) and 15 feet 7 inches (Unit 2) Side – 11 feet 8 inches to southern lot line (Unit 2) Side – 11 feet 10 inches to northern lot line (Unit 1) Rear – 15 feet 6 inches (Unit 2) and 15 feet 6 inches (Unit 1)</p> <p>Footnote 1: The subject property is not adjacent to the a less restrictive zone district. All adjacent properties are zoned GR-L except for to the east, which is zoned GR-H.</p>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	17.12.030	Building Height
			Staff Comments	<p>Maximum Permitted: 35 feet</p> <p>Proposed: Unit 1 - 33 feet 5 inches per Sheet A3.2 Unit 2 – 34 feet 3 1/2 inches per Sheet A3.2</p>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	17.125.030H	Curb Cut
			Staff Comments	<p>Permitted: A maximum of thirty five percent (35%) of the linear footage of any street frontage may be devoted to access off street parking.</p> <p>Proposed: The subject property is 116.62 feet wide with a proposed driveway of 20 feet. This is 17% of the street frontage.</p>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	17.125.040	Parking Spaces
			Staff Comments	<p>Minimum Required: 2 parking spaces for units 2,001 SF or more</p> <p>Proposed: Unit 1 2 car garage Dimension of spaces (23 ft x 23 ft 9 inches)</p> <p>Unit 2 2 car garage Dimension of spaces (23 ft x 23 ft 9 inches)</p>
			17.125.040	Open Space
			Staff Comments	<p>Required: n/a</p> <p>Proposed: n/a</p>

FINDINGS REGARDING COMPLIANCE WITH DESIGN REVIEW STANDARDS

Improvements and Standards (KMC §17.96.060)				
Yes	No	N/A	KMC §	Standards and Findings
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	17.96.060.A1 Streets	The applicant shall be responsible for all costs associated with providing a connection from an existing city street to their development.
			<i>Commission Findings</i>	The project proposes to add a new curb cut for the central driveway from Bird Dr. and bring the existing right-of-way up to all applicable city standards. All improvements to the right-of-way are at the expense of the applicant.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	17.96.060.A2 Streets	All street designs shall be approved by the City Engineer.
			<i>Commission Findings</i>	No new streets are proposed for the project, however, all required improvements to the right-of-way as shown on the project plans has been reviewed by the City Engineer. Final review of all improvements to the right-of-way will be completed prior to issuance of a building permit for the project per condition of approval #2.
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	17.96.060.B1 Sidewalks	All projects under 17.96.010(A) that qualify as a “Substantial Improvement” shall install sidewalks as required by the Public Works Department.
			<i>Commission Findings</i>	KMC 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. The subject property is within the GR-L zone district, which is not a district where sidewalks are required per the development standards.
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	17.96.060.B2 Sidewalks	Sidewalk width shall conform to the City’s right-of-way standards, however the City Engineer may reduce or increase the sidewalk width and design standard requirements at their discretion.
			<i>Commission Findings</i>	This standard is not applicable as sidewalks are not required for the project.
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	17.96.060.B3 Sidewalks	Sidewalks may be waived if one of the following criteria is met: a. The project comprises an addition of less than 250 square feet of conditioned space. b. The City Engineer finds that sidewalks are not necessary because of existing geographic limitations, pedestrian traffic on the street does not warrant a sidewalk, or if a sidewalk would not be beneficial to the general welfare and safety of the public.
			<i>Commission Findings</i>	This standard is not applicable as sidewalks are not required for the project.
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	17.96.060.B4 Sidewalks	The length of sidewalk improvements constructed shall be equal to the length of the subject property line(s) adjacent to any public street or private street.
			<i>Commission Findings</i>	This standard is not applicable as sidewalks are not required for the project.
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	17.96.060.B5 Sidewalks	New sidewalks shall be planned to provide pedestrian connections to any existing or future sidewalks adjacent to the site. In addition, sidewalks shall be constructed to provide safe pedestrian access to and around a building.
			<i>Commission Findings</i>	This standard is not applicable as sidewalks are not required for the project.
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	17.96.060.B6 Sidewalks	The City may approve and accept voluntary cash contributions in-lieu of the above described improvements, which contributions must be segregated by

				the City and not used for any purpose other than the provision of these improvements. The contribution amount shall be one hundred ten percent (110%) of the estimated costs of concrete sidewalk and drainage improvements provided by a qualified contractor, plus associated engineering costs, as approved by the City Engineer. Any approved in-lieu contribution shall be paid before the City issues a certificate of occupancy.
			<i>Commission Findings</i>	This standard is not applicable as sidewalks are not required for the project.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	17.96.060.C1 Drainage	All storm water shall be retained on site.
			<i>Commission Findings</i>	Stormwater management was reviewed for the entire site during department review. The City Engineer did not have comments related to on-site stormwater management.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	17.96.060.C2 Drainage	Drainage improvements constructed shall be equal to the length of the subject property lines adjacent to any public street or private street.
			<i>Commission Findings</i>	Drainage improvements associated with improvements to the right of way have been designed for the full length of the property as shown in the project plans. Final review and approval of all drainage improvements will be reviewed by the City Engineer at the time of building permit approval per condition of approval #2.
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	17.96.060.C3 Drainage	The City Engineer may require additional drainage improvements as necessary, depending on the unique characteristics of a site.
			<i>Commission Findings</i>	No additional drainage improvements are required.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	17.96.060.C4 Drainage	Drainage facilities shall be constructed per City standards.
			<i>Commission Findings</i>	The proposed drainage improvements to the right-of-way are designed to meet city standards. Final design will be reviewed and approved by the City Engineer prior to issuance of a building permit.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	17.96.060.D1 Utilities	All utilities necessary for the development shall be improved and installed at the sole expense of the applicant.
			<i>Commission Findings</i>	The applicant is the responsible party for improvements and installation of utilities for the project.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	17.96.060.D2 Utilities	Utilities shall be located underground and utility, power, and communication lines within the development site shall be concealed from public view.
			<i>Commission Findings</i>	All utilities serving the project are proposed underground including electricity, gas, phone and cable services. Currently, phone and cable infrastructure is located within the city's right-of-way adjacent to Lot 2A. Sheet C1.0 shows the relocation of those encroachments to the public utility easement along the front property boundary of Lot 2A, out of the right-of-way. Two transformers are located within the public utility easement on Lot 2A which will serve the proposed project.
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	17.96.060.D3 Utilities	When extension of utilities is necessary all developers will be required to pay for and install two (2") inch SDR11 fiber optical conduit. The placement and construction of the fiber optical conduit shall be done in accordance with city of Ketchum standards and at the discretion of the City Engineer.
			<i>Commission Findings</i>	Extension of utilities is not required for the project; therefore, this standard does not apply.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	17.96.060.E1 Compatibility of Design	The project's materials, colors and signing shall be complementary with the townscape, surrounding neighborhoods and adjoining structures.

			<i>Commission Findings</i>	As shown in the renderings and materials board on Sheet A5.0, the project proposes a mix of wood siding, stone, and metal paneling. The adjacent properties are of an older architectural style and include traditional horizontal siding (vinyl/wood). However, further north and south of the subject property, newer developments recently completed and under construction within the neighborhood are of a modern design with similar materials as the proposed project.
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	17.96.060.E2 Compatibility of Design	Preservation of significant landmarks shall be encouraged and protected, where applicable. A significant landmark is one which gives historical and/or cultural importance to the neighborhood and/or community.
			<i>Commission Findings</i>	The subject property is vacant; therefore, this standard does not apply.
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	17.96.060.E3 Compatibility of Design	Additions to existing buildings, built prior to 1940, shall be complementary in design and use similar material and finishes of the building being added to.
			<i>Commission Findings</i>	The subject property is vacant; therefore, this standard does not apply.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	17.96.060.F1 Architectural	Building(s) shall provide unobstructed pedestrian access to the nearest sidewalk and the entryway shall be clearly defined.
			<i>Commission Findings</i>	Each unit includes direct access from the driveway to the entrance to the unit clearly defined with a small, covered porch and entryway. As noted above, sidewalks are not required. Pedestrian access from the street will be from the central private drive.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	17.96.060.F2 Architectural	The building character shall be clearly defined by use of architectural features.
			<i>Commission Findings</i>	The building is intended to have a mountain modern character defined by a horizontal and vertical features and materials. The project has a strong rectangular form softened by undulation of the building façade and use of outdoor patios at upper levels.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	17.96.060.F3 Architectural	There shall be continuity of materials, colors and signing within the project.
			<i>Commission Findings</i>	The project proposes a consistent use of materials including wood siding, stone, metal panels, and metal accents on railings and window trim.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	17.96.060.F4 Architectural	Accessory structures, fences, walls and landscape features within the project shall match or complement the principal building.
			<i>Commission Findings</i>	The project proposes a wood fence along the perimeter of the property. As shown on Sheet A3.0 , a small mechanical vault is proposed between Units 1 and 2 that is designed with similar stone and metal features as the units.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	17.96.060.F5 Architectural	Building walls shall provide undulation/relief, thus reducing the appearance of bulk and flatness.
			<i>Commission Findings</i>	The design of the project includes various features that reduce the bulk and flatness of the structure. The ground floor of the units carries the weight of the design and utilizes materials with a heavier weight such as stone and metal. The upper floors step back in multiple locations and utilize light materials such as wood siding. Additionally, the entrance to the unit is stepped back completely on all three floors to provide a dramatic reduction in the bulk of the buildings from the front.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	17.96.060.F6 Architectural	Building(s) shall orient towards their primary street frontage.
			<i>Commission Findings</i>	Lot 1A is not adjacent to the public street of Bird Dr. but orients toward the central driveway of the project.

<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	17.96.060.F7 Architectural	Garbage storage areas and satellite receivers shall be screened from public view and located off alleys.
			<i>Commission Findings</i>	Garbage will be stored within the individual garages and no satellite receivers are anticipated. There is no alley. Specific locations for the garbage carts to be places is outlined on the landscape plan for the project to ensure ease of access for garbage service. Per a letter from Clear Creek Disposal dated January 24, 2022 indicates the proposal as satisfactory.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	17.96.060.F8 Architectural	Building design shall include weather protection which prevents water to drip or snow to slide on areas where pedestrians gather and circulate or onto adjacent properties.
			<i>Commission Findings</i>	The new detached townhouse have flat roofs with extensive roof catchment and drain systems for each subplot. All runoff is being management on-site per the drainage plan.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	17.96.060.G1 Circulation Design	Pedestrian, equestrian and bicycle access shall be located to connect with existing and anticipated easements and pathways.
			<i>Commission Findings</i>	The project provides pedestrian access to Bird Dr. As Bird Dr. is considered a residential street, all pedestrian, equestrian and bicycle movements are contained within the street. There are no easements or pathways in the area requiring connectivity to the project.
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	17.96.060.G2 Circulation Design	Awnings extending over public sidewalks shall extend five (5') feet or more across the public sidewalk but shall not extend within two (2') feet of parking or travel lanes within the right of way.
			<i>Commission Findings</i>	The project does not propose any encroachments into the right-of-way.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	17.96.060.G3 Circulation Design	Traffic shall flow safely within the project and onto adjacent streets. Traffic includes vehicle, bicycle, pedestrian and equestrian use. Consideration shall be given to adequate sight distances and proper signage.
			<i>Commission Findings</i>	No new streets are proposed. Traffic access to the project is via the central driveway.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	17.96.060.G4 Circulation Design	Curb cuts and driveway entrances shall be no closer than twenty (20') feet to the nearest intersection of two or more streets, as measured along the property line adjacent to the right of way. Due to site conditions or current/projected traffic levels or speed, the City Engineer may increase the minimum distance requirements.
			<i>Commission Findings</i>	The project is not within 20 feet of an intersection, therefore, this standard is met.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	17.96.060.G5 Circulation Design	Unobstructed access shall be provided for emergency vehicles, snowplows, garbage trucks and similar service vehicles to all necessary locations within the proposed project.
			<i>Commission Findings</i>	Access for emergency vehicles, snowplows, garbage trucks, and delivery vehicles is from Bird Dr. Bird Dr is classified as a residential street, requiring a minimum right-of-way of 60 feet. Bird Dr has a 60-foot right-of-way which meets city standards. The central private driveway has been reviewed and approved by the Fire Department during department review. Initial design drawings showed a 16-foot driveway; however, a full 20-foot paved driveway is required per fire code. The driveway is snow melted and therefore no snowplowing is required. Per the letter from Clear Creek Disposal dated January 24, 2022, the driveway is adequate for garbage service.

<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	17.96.060.H1 Snow Storage	Snow storage areas shall not be less than thirty percent (30%) of the improved parking and pedestrian circulation areas.
			<i>Commission Findings</i>	The central driveway and individual driveways contain snow melt, therefore no storage is required. Adequate snow storage for the pathways from the driveways to the unit is provided in the adjacent landscape areas.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	17.96.060.H2 Snow Storage	Snow storage areas shall be provided on-site.
			<i>Commission Findings</i>	All snow storage is provided on-site. No hauling is required.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	17.96.060.H3 Snow Storage	A designated snow storage area shall not have any dimension less than five (5') feet and shall be a minimum of twenty-five (25) square feet.
			<i>Commission Findings</i>	The pedestrian pathways which will be shoveled are less than 5 feet by 25 feet. As such, smaller snow storage areas are supported as the majority of hard surfaces are snow melted.
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	17.96.060.H4 Snow Storage	In lieu of providing snow storage areas, snow melt and hauling of snow may be allowed.
			<i>Commission Findings</i>	Snow melt is proposed for the project.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	17.96.060.I1 Landscaping	Landscaping is required for all projects.
			<i>Commission Findings</i>	The project proposes an extensive landscaping plan with a variety of trees, shrubs, bushes, perennials and ground covers as shown on Sheet L-1.2 of the project plans.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	17.96.060.I2 Landscaping	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.
			<i>Commission Findings</i>	Proposed plant materials are drought tolerant and are consistent with landscaping of surrounding properties within the neighborhood.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	17.96.060.I3 Landscaping	All trees, shrubs, grasses and perennials shall be drought tolerant. Native species are recommended but not required.
			<i>Commission Findings</i>	All proposed plant materials are drought tolerant.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	17.96.060.I4 Landscaping	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.
			<i>Commission Findings</i>	The landscape plan for the project provides buffer between the new detached townhouses and the adjacent condominium complexes. Landscaping is also proposed between the new units and the street.
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	17.96.060.J1 Public Amenities	Where sidewalks are required, pedestrian amenities shall be installed. Amenities may include, but are not limited to, benches and other seating, kiosks, bus shelters, trash receptacles, restrooms, fountains, art, etc. All public amenities shall receive approval from the Public Works Department prior to design review approval from the Commission.
			<i>Commission Findings</i>	This standard is not applicable as sidewalks are not required.

CONCLUSIONS OF LAW

1. The City of Ketchum is a municipal corporation established in accordance with Article XII of the Constitution of the State of Idaho and Title 50 Idaho Code and is required and has exercised its authority pursuant to the Local Land Use Planning Act codified at Chapter 65 of Title 67 Idaho Code and pursuant to Chapters 3, 9 and 13 of Title 50 Idaho Code to enact the ordinances and regulations, which ordinances are codified in the Ketchum Municipal Code (“KMC”) and are identified in the Findings of Fact and which are herein restated as Conclusions of Law by this reference and which City Ordinances govern the applicant’s 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 Snowbird Townhomes - I Design Review application meets all applicable standards specified in Title 17 of Ketchum Municipal Code.

DECISION

THEREFORE, the Commission **approves** this Design Review Application File No. P21-061 this Tuesday, April 12, 2022 subject to the following conditions of approval.

CONDITIONS OF APPROVAL

6. The preliminary plat is subject to all applicable provisions of the Phased Development Agreement #22764.
7. Final civil drawings prepared by an engineer registered in the State of Idaho which include specifications for right-of-way, utilities, and drainage improvements shall be submitted for review and approval by the City Engineer, Streets, and Utilities departments prior to issuance of a building permit for the project.
8. The term of Design Review approval shall be twelve (12) months from the date that the Findings of Fact, Conclusions of Law, and Decision are adopted by the Commission or upon appeal, the date the approval is granted by the Council subject to changes in zoning regulations.
9. In addition to the requirements set forth in this Design Review approval, this project shall comply with all applicable local, state, and federal laws.

Findings of Fact **adopted** this 12th day of April 2022.

Neil Morrow, Chair
City of Ketchum
Planning and Zoning Commission



City of Ketchum
Planning & Building

IN RE:)
)
Snowbird Townhomes Lot 1A) **KETCHUM PLANNING & ZONING COMMISSION**
Townhouse Subdivision – Preliminary Plat) **FINDINGS OF FACT, CONCLUSIONS OF LAW, AND**
Date: April 12, 2022) **DECISION**
)
File Number: 21-058)

PROJECT: Snowbird Townhomes Lot 1A

APPLICATION TYPE: Townhouse Subdivision – Preliminary Plat

FILE NUMBER: P21-058

ASSOCIATED APPLICATIONS: Subdivision Preliminary Plat (P21-056)
 Design Review (P21-061)

REPRESENTATIVE: Dave Patrie, Benchmark Associates (Engineer)

OWNER: Scott J Edwards

LOCATION: 222 Bird Drive – Lot 1, Block 1, Snowbird Subdivision

ZONING: General Residential Low Density (GR-L)

OVERLAY: None

RECORD OF PROCEEDINGS

The City of Ketchum received the applications for Subdivision Preliminary Plat, Townhouse Preliminary Plat, and Design Review on June 22, 2021. The applications were reviewed concurrently and certified complete on March 1, 2022. Following receipt of the complete application, staff routed the application materials to all city departments for review. Department comments were provided to the applicant on March 1, 2022.

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 March 23, 2022. The public hearing notice was published in the Idaho Mountain Express the on March 23, 2022. A notice was posted on the project site and the city’s website on March 23, 2022.

The Planning & Zoning Commission considered the Snowbird Subdivision Preliminary Plat (File No. P21-056), and Snowbird Townhomes-I Design Review (File No. P21-061) and Townhouse Subdivision Preliminary Plat (File No. P21-058) applications during their regular meeting on April 12, 2022. The

development applications were considered concurrently and the associated public hearings were combined in accordance with Idaho Code §67-6522. After considering Staff’s analysis, the applicant’s presentation, and public comment, the Planning & Zoning Commission unanimously approved the Snowbird I Townhomes Design Review (File No. P21-061) and unanimously recommended approval of the Subdivision Preliminary Plat (File No. P21-056) and Townhouse Subdivision Preliminary Plat (File No. P21-058) application to the City Council.

BACKGROUND

The Applicant is proposing four detached townhomes each approximately 3,700 square feet and three stories (the “project”), located at 220 and 222 Bird Dr. (the “subject property”). The subject property is a two-lot subdivision platted in 1990, named Snowbird Subdivision, zoned General Residential – Low Density (GR-L). Detached townhomes are a permitted use within the GR-L zone district but restricted to a maximum of two dwelling units per lot per Ketchum Municipal Code 17.12.020 – District Use Matrix.

The existing subdivision includes one lot fronting Bird Dr. and a flag lot with limited frontage on Bird Dr. The current flag lot condition is nonconforming as the subdivision regulations do not permit flag lots. To develop the property with the proposed four detached townhouses, two per lot, the applicant has proposed to first reconfigure the lot lines between Lots 1 and 2 and realign the access to a consolidated central access easement. After the reconfiguration of lot lines and access, design review approval and townhouse subdivision preliminary plat approval are required separately for each lot for the proposed detach townhouses. The applicant has submitted all five required applications as outlined above for consideration by the Planning and Zoning Commission.

The project will construct improvements to the right-of-way per the City of Ketchum improvement standards. All improvements to the right-of-way will be reviewed and approved by the City Engineer and Streets Department prior to issuance of a building permit.

The applicant has requested phased development agreements for both lots to permit the filing of the final plats once a certificate of occupancy has been issued for the first unit. Staff is supportive of the request and has drafted two phased development agreements, one for each lot, for consideration by the Planning and Zoning Commission.

FINDINGS OF FACT

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

FINDINGS REGARDING COMPLIANCE WITH TOWNHOUSE SUBDIVISION REQUIREMENTS

Townhouse Plat Requirements				
Compliant			Standards	
Yes	No	N/A	City Code	City Standards
X	<input type="checkbox"/>	<input type="checkbox"/>	16.04.080.B	Townhouse Owners' Documents: The subdivider of the townhouse project shall submit with the preliminary plat application a copy of the proposed party wall agreement and any proposed document(s) creating an association of owners of the proposed townhouse sublots, which shall

				adequately provide for the control and maintenance of all commonly held facilities, garages, parking and/or open spaces. Prior to final plat approval, the subdivider shall submit to the city a final copy of such documents and shall file such documents prior to recordation of the plat, which shall reflect the recording instrument numbers.
			<i>Commission Findings</i>	The applicant provided draft of the covenants, conditions, and restrictions for the Snowbird Townhomes.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.080.C.1	<p>Preliminary Plat Procedure: Townhouse developments shall be administered consistent with the procedures and design and development regulations established in §16.04.030 and §16.04.040 and the standards of this subsection.</p> <p>All townhouse developments shall be platted under the procedures contained in the subdivision ordinance in effect and shall be required to obtain design review approval prior to building permit issuance.</p>
			<i>Commission Findings</i>	The applicant submitted a Design Review application for the project in conjunction with the townhouse preliminary plat application. Both applications were reviewed and approved by the Planning and Zoning Commission at the April 12, 2022 meeting.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.080.C.2	<p>The subdivider may apply for preliminary plat approval from the commission pursuant to subsection 16.04.030D of this chapter at the time application is made for design review approval pursuant to title 17, chapter 17.96 of this code. The commission may approve, deny or conditionally approve such preliminary plat upon consideration of the action taken on the application for design review of the project.</p>
			<i>Commission Findings</i>	The applicant submitted a Design Review application for the project in conjunction with the townhouse subdivision application. Both applications were reviewed and approved by the Planning and Zoning Commission at the April 12, 2022 meeting.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.080.C.3	<p>The preliminary plat, other data, and the commission's findings may be transmitted to the council prior to commencement of construction of the project under a valid building permit issued by the City. The council shall act on the preliminary plat pursuant to subsection 16.04.030E and F of this chapter.</p>
			<i>Commission Findings</i>	Following adoption of the Findings of Fact for the Townhouse Subdivision application, staff will transmit the application and findings to the City Council for review and approval prior to issuance of a building permit for the project.
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.080.C.4	<p>4. In the event a phased townhouse development project is proposed, after preliminary plat is granted for the entirety of a project, the final plat procedure for each phase of a phased development project shall follow §16.04.030.G and comply with the additional provisions of §16.04.110 of this code.</p>
			<i>Commission Findings</i>	A phased townhouse development is proposed. A phased development agreement (#22764) in conformance with Section 16.04.030.G and 16.04.110 was reviewed by the Planning and Zoning Commission on April 12, 2022. The Planning and Zoning Commission recommended approval of the phased development

				agreement to the City Council. Following adoption of the Findings of Fact for the Townhouse Subdivision Preliminary Plat, staff will transmit the phased development agreement to City Council for review and action.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.080.D	<p>D. Final Plat Procedure:</p> <p>1. The final plat procedure contained in subsection 16.04.030G of this chapter shall be followed. However, the final plat shall not be signed by the city clerk and recorded until the townhouse has received either:</p> <p>a. A certificate of occupancy issued by the city of Ketchum for all structures in the townhouse development and completion of all design review elements as approved by the planning and zoning administrator; or</p> <p>b. Signed council approval of a phased development project consistent with §16.04.110 herein.</p> <p>2. The council may accept a security agreement for any design review elements not completed on a case by case basis pursuant to title 17, chapter 17.96 of this code.</p>
			<i>Commission Findings</i>	Pursuant to Phased Development Agreement #22764, the applicant may submit an application for final plat once a certificate of occupancy for the first townhouse unit is issued.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.080.E. 1	<p>E. Required Findings: In addition to all Townhouse Developments complying with the applicable provisions of Title 17 and this Subdivision Chapter (§16.04), the Administrator shall find that</p> <p>All Townhouse Developments, including each individual subplot, shall not exceed the maximum building coverage requirements of the zoning district.</p>
			<i>Commission Findings</i>	The maximum building coverage in the GR-L zone district is 35% of the lot. The subject property is 9,779 square feet. The proposed detached townhouses on Sublot 1 and 2 have an identical building coverage of 1,420 square feet. This results in a total building coverage of 2,840 square feet or 29% of the lot.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.080.E. 2	<p>Garage: 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.</p>
			<i>Commission Findings</i>	Each detached unit has a two car attached garage. As the proposed townhouse subdivision is for detached townhouses, the garage does not need to be separately platted or deeded separately as the garage is within the boundaries of the townhouse subplot. Plat note 8 on the townhouse preliminary plat states that garages cannot be sold and/or separated from the associated dwelling unit.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.080.E. 3	<p>General Applicability: 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 townhouse subdivisions. (Ord. 1061 § 3, 2009: Ord. 879 § 4, 2001: Ord. 460 § 2, 1987)</p>
			<i>Commission Findings</i>	During department review of the Design Review application, staff reviewed the project for compliance with the Zoning Regulations, dimensional standards, and

			development standards for the City of Ketchum. As conditioned, the townhouse subdivision application meets all applicable regulations.
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FINDINGS REGARDING PRELIMINARY PLAT SUBDIVISION REQUIREMENTS

Preliminary Plat Requirements				
Compliant			City Code	City Standards
Yes	No	N/A		
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.C.1	The subdivider shall file with the administrator copies of the completed subdivision application form and preliminary plat data as required by this chapter.
			<i>Commission Findings</i>	The City of Ketchum Planning and Building Department received the subdivision application and all applicable application materials on June 22, 2021.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.I	Contents Of Preliminary Plat: The preliminary plat, together with all application forms, title insurance report, deeds, maps, and other documents reasonably required, shall constitute a complete subdivision application.
			<i>Commission Findings</i>	The subdivision application was deemed complete on March 1, 2022.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.I .1	The preliminary plat shall be drawn to a scale of not less than one inch equals one hundred feet (1" = 100') and shall show the following: The scale, north point and date.
			<i>Commission Findings</i>	This standard is met as shown on Sheet 1 of the preliminary plat.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.I .2	The name of the proposed subdivision, which shall not be the same or confused with the name of any other subdivision in Blaine County, Idaho.
			<i>Commission Findings</i>	As shown on Sheet 1 of the preliminary plat, the subdivision is named "Snowbird Townhomes I" which is not the same as any other subdivision in Blaine County, Idaho.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.I .3	The name and address of the owner of record, the subdivider, and the engineer, surveyor, or other person preparing the plat.
			<i>Commission Findings</i>	As shown on Sheet 1, the owner and subdivider is Scott J. Edwards. The plat was prepared by Randall K. French of Benchmark Engineering.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.I .4	Legal description of the area platted.
			<i>Commission Findings</i>	The legal description of the area platted is shown under the title on Sheet 1 of the preliminary plat.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.I .5	The names and the intersecting boundary lines of adjoining subdivisions and parcels of property.
			<i>Commission Findings</i>	Sheet 1 of the preliminary plat indicates the boundary lines of the adjoining townhouse subdivisions and tax lots to the north, west, and south.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.I .6	A contour map of the subdivision with contour lines and a maximum interval of five feet (5') to show the configuration of the land based upon the United States geodetic survey data, or other data approved by the city engineer.
			<i>Commission Findings</i>	Sheet 1 of the preliminary plat shows the contour lines for the subject property.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.I 7	The scaled location of existing buildings, water bodies and courses and location of the adjoining or immediately adjacent dedicated streets, roadways and easements, public and private.

			<i>Commission Findings</i>	The property is currently vacant with no existing buildings; however, Sheet 1 of the preliminary plat shows the location of all adjacent streets (Bird Dr.) and easements.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.I .8	Boundary description and the area of the tract.
			<i>Commission Findings</i>	Sheet 1 provides the boundary description of the area and includes square footage and acreage of both sublots.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.I .9	Existing zoning of the tract.
			<i>Commission Findings</i>	Plat note #6 on Sheet 1 of the preliminary plat lists the existing zoning of the subject property.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.I .10	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.
			<i>Commission Findings</i>	Sheet 1 of the preliminary plat shows the locations and lot lines for the proposed townhouse sublots. No new streets or blocks are being proposed with this application.
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.030.I .11	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.
			<i>Commission Findings</i>	This standard is not applicable as there is no requirement or proposal for land dedicated for public or common use through the townhouse subdivision.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.I .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.
			<i>Commission Findings</i>	As shown on Sheet 1, each subplot will have separate services for water and sewer from the main lines in Bird Dr.
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.030.I .13	The direction of drainage, flow and approximate grade of all streets.
			<i>Commission Findings</i>	This standard does not apply as no new streets are proposed.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.I .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.
			<i>Commission Findings</i>	Sheet 1 of the preliminary plat indicates locations of proposed drywells for stormwater management of the subject property.
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.030.I .15	All percolation tests and/or exploratory pit excavations required by state health authorities.
			<i>Commission Findings</i>	This standard does not apply as no tests are required.
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.030.I .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.
			<i>Commission Findings</i>	Draft covenants, conditions, and restrictions were submitted with the application materials.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.I .17	Vicinity map drawn to approximate scale showing the location of the proposed subdivision in reference to existing and/or proposed arterials and collector streets.
			<i>Commission Findings</i>	Sheet 1 of the preliminary plat includes a vicinity map in the upper right hand corner.

<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.030.I .18	The boundaries of the floodplain, floodway and avalanche zoning district shall also be clearly delineated and marked on the preliminary plat.
			<i>Commission Findings</i>	The subject property is not within a floodplain, floodway, or avalanche zone district.
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.030.I .19	Building envelopes shall be shown on each lot, all or part of which is within a floodway, floodplain, or avalanche zone; or any lot that is adjacent to the Big Wood River, Trail Creek, or Warm Springs Creek; or any lot, a portion of which has a slope of twenty five percent (25%) or greater; or upon any lot which will be created adjacent to the intersection of two (2) or more streets.
			<i>Commission Findings</i>	A building envelope is not required as the subject property is not within the floodway, floodplain, or avalanche zone. The subject property is not adjacent to the Big Wood River, Trail Creek or Warm Springs. The subject property does not contain slopes greater than 25% and is not adjacent to an intersection.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.I .20	Lot area of each lot.
			<i>Commission Findings</i>	As shown on Sheet 1 of the preliminary plat, the area of Sublot 1 is 4,992 square feet and the area of Sublot 2 is 4,787 square feet.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.I .21	Existing mature trees and established shrub masses.
			<i>Commission Findings</i>	The property is vacant with no significant trees or shrub masses.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.I .22	A current title report shall be provided at the time that the preliminary plat is filed with the administrator, together with a copy of the owner's recorded deed to such property.
			<i>Commission Findings</i>	The applicant provided a title commitment issued by Stewart Title dated July 1, 2020 and a warranty deed recorded at Instrument Number 671079 with the initial application.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.I .23	Three (3) copies of the preliminary plat shall be filed with the administrator.
			<i>Commission Findings</i>	The City of Ketchum received hard and digital copies of the preliminary plat at the time of application.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.040.A	Required Improvements: The improvements set forth in this section shall be shown on the preliminary plat and installed prior to approval of the final plat. Construction design plans shall be submitted and approved by the city engineer. All such improvements shall be in accordance with the comprehensive plan and constructed in compliance with construction standard specifications adopted by the city. Existing natural features which enhance the attractiveness of the subdivision and community, such as mature trees, watercourses, rock outcroppings, established shrub masses and historic areas, shall be preserved through design of the subdivision.
			<i>Commission Findings</i>	The applicant submitted a set of preliminary construction design plans for review by the City Engineer. All required public improvements are included in the project plans for the Design Review application (P21-061) and included as exhibits to the Phased Development Agreement (#22764). Final review and approval of the right-of-way improvements will be conducted during building permit review. The subject property does not include any watercourses, rock outcroppings, shrub masses or historic areas.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.040.B	Improvement Plans: Prior to approval of final plat by the commission, the subdivider shall file two (2) copies with the city engineer, and the city engineer

				shall approve construction plans for all improvements required in the proposed subdivision. Such plans shall be prepared by a civil engineer licensed in the state.
			<i>Commission Findings</i>	This standard does not apply as this is a preliminary plat application, not a final plat application. Final review and approval of the right-of-way improvements will be conducted during building permit review. The Phased Development Agreement #22764 also stipulates the timing of all required improvements in relation to recording of the final plat.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.040.C	Prior to final plat approval, the subdivider shall have previously constructed all required improvements and secured a certificate of completion from the city engineer. However, in cases where the required improvements cannot be constructed due to weather conditions or other factors beyond the control of the subdivider, the city council may accept, in lieu of any or all of the required improvements, a performance bond filed with the city clerk to ensure actual construction of the required improvements as submitted and approved. Such performance bond shall be issued in an amount not less than one hundred fifty percent (150%) of the estimated costs of improvements as determined by the city engineer. In the event the improvements are not constructed within the time allowed by the city council (which shall be one year or less, depending upon the individual circumstances), the council may order the improvements installed at the expense of the subdivider and the surety. In the event the cost of installing the required improvements exceeds the amount of the bond, the subdivider shall be liable to the city for additional costs. The amount that the cost of installing the required improvements exceeds the amount of the performance bond shall automatically become a lien upon any and all property within the subdivision owned by the owner and/or subdivider.
			<i>Commission Findings</i>	As stipulated by the Phased Development Agreement #22764, all improvements are required prior to issuance of a certificate of occupancy for the first townhouse unit. As of the date of these findings, no request for security for improvements has been made by the applicant.
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.040.D	As Built Drawing: Prior to acceptance by the city council of any improvements installed by the subdivider, two (2) sets of as built plans and specifications, certified by the subdivider's engineer, shall be filed with the city engineer. Within ten (10) days after completion of improvements and submission of as built drawings, the city engineer shall certify the completion of the improvements and the acceptance of the improvements, and shall submit a copy of such certification to the administrator and the subdivider. If a performance bond has been filed, the administrator shall forward a copy of the certification to the city clerk. Thereafter, the city clerk shall release the performance bond upon application by the subdivider.
			<i>Commission Findings</i>	This standard does not apply as this is a preliminary plat application, not a final plat application.
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.040.E	<p>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:</p> <ol style="list-style-type: none"> 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.
			<i>Commission Findings</i>	This standard does not apply as this is a preliminary plat application, not a final plat application.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.040.F	<p>Lot Requirements:</p> <ol style="list-style-type: none"> 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: <ol style="list-style-type: none"> 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.
			<i>Commission Findings</i>	<ol style="list-style-type: none"> 1. The proposed townhouse subdivision meets all dimensional standards as outlined in the GR-L zone district for the parent lot. The minimum lot size is 8,000 square feet and the parent lot is 9,779 square feet. The new detached townhouse units meet minimum setback requirements in the GR-L for the front, side, and rear. There are no minimum setbacks to the interior lot line of a townhouse lot.

				<ol style="list-style-type: none"> 2. Building envelopes are not required as the subject property is not within the floodplain/floodway, avalanche zone, does not contain slopes greater than 25%, nor is it located adjacent to an intersection of two streets 3. The subject property is not a corner lot. 4. The parent lot of the townhouse subdivision and the newly created subplot lot line is within 20 degrees to a right angle to the street lot line along Bird Dr. 5. The subject property is not a double frontage lot. 6. Both Sublots are provided access to Bird Dr. through a 20-foot-wide access and utility easement created with the subdivision preliminary plat application (P21-056). Per condition of approval #4, the easement shall be recorded prior to certificate of occupancy for the first townhouse unit.
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.040.G	<p>G. Block Requirements: The length, width and shape of blocks within a proposed subdivision shall conform to the following requirements:</p> <ol style="list-style-type: none"> 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.
			<i>Commission Findings</i>	This standard does not apply as no new blocks are being created.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.040.H	<p>Street Improvement Requirements:</p> <ol style="list-style-type: none"> 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

			<p>subdivided. When a partial street exists adjoining the proposed subdivision, the remainder of the right of way shall be dedicated;</p> <p>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;</p> <p>8. A cul-de-sac, court or similar type street shall be permitted only when necessary to the development of the subdivision, and provided, that no such street shall have a maximum length greater than four hundred feet (400') from entrance to center of turnaround, and all cul-de-sacs shall have a minimum turnaround radius of sixty feet (60') at the property line and not less than forty five feet (45') at the curb line;</p> <p>9. Streets shall be planned to intersect as nearly as possible at right angles, but in no event at less than seventy degrees (70°);</p> <p>10. Where any street deflects an angle of ten degrees (10°) or more, a connecting curve shall be required having a minimum centerline radius of three hundred feet (300') for arterial and collector streets, and one hundred twenty five feet (125') for minor streets;</p> <p>11. Streets with centerline offsets of less than one hundred twenty five feet (125') shall be prohibited;</p> <p>12. A tangent of at least one hundred feet (100') long shall be introduced between reverse curves on arterial and collector streets;</p> <p>13. Proposed streets which are a continuation of an existing street shall be given the same names as the existing street. All new street names shall not duplicate or be confused with the names of existing streets within Blaine County, Idaho. The subdivider shall obtain approval of all street names within the proposed subdivision from the commission before submitting same to council for preliminary plat approval;</p> <p>14. Street alignment design shall follow natural terrain contours to result in safe streets, usable lots, and minimum cuts and fills;</p> <p>15. Street patterns of residential areas shall be designed to create areas free of through traffic, but readily accessible to adjacent collector and arterial streets;</p> <p>16. Reserve planting strips controlling access to public streets shall be permitted under conditions specified and shown on the final plat, and all landscaping and irrigation systems shall be installed as required improvements by the subdivider;</p> <p>17. In general, the centerline of a street shall coincide with the centerline of the street right of way, and all crosswalk markings shall be installed by the subdivider as a required improvement;</p> <p>18. Street lighting may be required by the commission or council where appropriate and shall be installed by the subdivider as a requirement improvement;</p> <p>19. Private streets may be allowed upon recommendation by the commission and approval by the council. Private streets shall be constructed to meet the design standards specified in subsection H2 of this section;</p> <p>20. Street signs shall be installed by the subdivider as a required improvement of a type and design approved by the administrator and shall be consistent with the type and design of existing street signs elsewhere in the city;</p> <p>21. Whenever a proposed subdivision requires construction of a new bridge, or will create substantial additional traffic which will require construction of a new</p>
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				<p>bridge or improvement of an existing bridge, such construction or improvement shall be a required improvement by the subdivider. Such construction or improvement shall be in accordance with adopted standard specifications;</p> <p>22. Sidewalks, curbs and gutters may be a required improvement installed by the subdivider; and</p> <p>23. Gates are prohibited on private roads and parking access/entranceways, private driveways accessing more than one single-family dwelling unit and one accessory dwelling unit, and public rights of way unless approved by the city council.</p>
				<p>No new streets are proposed or required as part of the subdivision application. Bird Dr. meets city standards for right-of-way width and pavement width. The applicant will bring the area between the existing asphalt and the property line up to current city standards as shown in the project plans. Final review of all right of way improvements will be conducted by the City Engineer at the time of building permit approval for the townhouse units.</p>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.040.I	<p>Alley Improvement Requirements: Alleys shall be provided in business, commercial and light industrial zoning districts. The width of an alley shall be not less than twenty feet (20'). Alley intersections and sharp changes in alignment shall be avoided, but where necessary, corners shall be provided to permit safe vehicular movement. Dead end alleys shall be prohibited. Improvement of alleys shall be done by the subdivider as required improvement and in conformance with design standards specified in subsection H2 of this section.</p>
			<i>Commission Findings</i>	<p>This standard does not apply as the subject property is not within a business, commercial, or light-industrial zone district and no alleys exist.</p>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.040.J	<p>Required Easements: Easements, as set forth in this subsection, shall be required for location of utilities and other public services, to provide adequate pedestrian circulation and access to public waterways and lands.</p> <ol style="list-style-type: none"> 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.

			<p>5. No ditch, pipe or structure for irrigation water or irrigation wastewater shall be constructed, rerouted or changed in the course of planning for or constructing required improvements within a proposed subdivision unless same has first been approved in writing by the ditch company or property owner holding the water rights. A written copy of such approval shall be filed as part of required improvement construction plans.</p> <p>6. Nonvehicular transportation system easements including pedestrian walkways, bike paths, equestrian paths, and similar easements shall be dedicated by the subdivider to provide an adequate nonvehicular transportation system throughout the city.</p>
			<p><i>Commission Findings</i></p> <p>As shown on Sheet 1 of the preliminary plat, the adjacent property (Lot 2A) will have a 10-foot public utility easement along Bird Dr. Standards 2-6 do not apply to the project as the property is not adjacent to any of the listed waterways, not adjacent to Warm Springs, does not contain any irrigation infrastructure, and does not include pedestrian or equestrian pathways.</p>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<p>16.04.040.K</p> <p>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.</p>
			<p><i>Commission Findings</i></p> <p>This standard does not apply as this application does not create a new subdivision. Both sublots are directly connected to the City of Ketchum sewer system main found in Bird Dr.</p>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<p>16.04.040.L</p> <p>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.</p>
			<p><i>Commission Findings</i></p> <p>This standard does not apply as this application does not create a new subdivision. Both sublots are directly connected to the City of Ketchum sewer system main found in Bird Dr.</p>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<p>16.04.040.M</p> <p>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</p>

				<p>industrial districts or off street parking areas, the subdivider shall provide planting strips to screen the view of such incompatible features. The subdivider shall submit a landscaping plan for such planting strip with the preliminary plat application, and the landscaping shall be a required improvement.</p>
			<i>Commission Findings</i>	<p>This standard does not apply as this application does not create a new subdivision. There are no incompatible uses adjacent to the proposed townhouse sublots.</p>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.040.N	<p>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:</p> <ol style="list-style-type: none"> 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: <ol style="list-style-type: none"> 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: <ol style="list-style-type: none"> 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

				<p>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.</p> <p>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.</p>
			<i>Commission Findings</i>	This standard does not apply as this application is the townhouse subdivision of an existing subdivision lot. On-site grading for the new detached townhouse units meets all grading requirements and all disturbance will be revegetated per the landscape plan included in the project plans.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.040.O	<p>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.</p>
			<i>Commission Findings</i>	The applicant submitted a site grading and drainage plan with the townhouse subdivision application showing drainage for each subplot. No common drainage courses are utilized or disturbed. The grading and drainage plan meets all requirements and each subplot is managing stormwater runoff independently, not impacting adjacent properties.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.040.P	<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.</p>
			<i>Commission Findings</i>	All utilities serving the propose subdivision are proposed underground including electricity, gas, phone and cable services. Currently, phone and cable infrastructure is located within the city's right-of-way. Sheet 1 of the preliminary plat shows the relocation of those encroachments to the public utility easement along the front property boundary of Lot 2, out of the right-of-way. Two transformers are located within the public utility easement on Lot 2 which will serve the proposed detached townhouse units on Lot 1.
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.040.Q	<p>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.</p>
			<i>Commission Findings</i>	The proposed townhouse development does not create substantial additional traffic, therefore, no improvements are required.

CONCLUSIONS OF LAW

1. The City of Ketchum is a municipal corporation established in accordance with Article XII of the Constitution of the State of Idaho and Title 50 Idaho Code and is required and has exercised its authority pursuant to the Local Land Use Planning Act codified at Chapter 65 of Title 67 Idaho Code and pursuant to Chapters 3, 9 and 13 of Title 50 Idaho Code to enact the ordinances and regulations, which ordinances are codified in the Ketchum Municipal Code (“KMC”) and are identified in the Findings of Fact and which are herein restated as Conclusions of Law by this reference and which City Ordinances govern the applicant’s Townhouse Preliminary Plat application for the development and use of the subject property.
2. The Commission has authority to review and recommend approval of the applicant’s Townhouse 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 Townhouse Subdivision Preliminary Plat application is governed under Chapter 16.04 of Ketchum Municipal Code.
5. The Snowbird Townhomes-1 Townhouse Preliminary Plat application meets all applicable standards specified in Title 16 of Ketchum Municipal Code.

DECISION

THEREFORE, the Commission **recommends approval of** this Preliminary Plat application (File No. P21-058) this Tuesday, April 12, 2022, 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 21-061.
2. The preliminary plat is subject to all applicable provisions of the Phased Development Agreement #22764.
3. The Final Plat application shall include a plat note that states the private driveway shall remain open and unobstructed for a minimum width of 20 feet year-round.
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 12th day of April 2022.

Neil Morrow, Chair
City of Ketchum
Planning and Zoning Commission



City of Ketchum
Planning & Building

IN RE:)
)
 Snowbird Townhomes - II) **KETCHUM PLANNING & ZONING COMMISSION**
 Design Review) **FINDINGS OF FACT, CONCLUSIONS OF LAW, AND**
 Date: April 12, 2022) **DECISION**
)
 File Number: 21-062)

PROJECT: Snowbird Townhomes - II
 APPLICATION TYPE: Design Review
 FILE NUMBER: P21-062
 ASSOCIATED APPLICATIONS: Subdivision Preliminary Plat (P21-056)
 Townhouse Preliminary Plat (P21-059)
 REPRESENTATIVE: Tom Williams, TRW Architecture Chtd. (Architect)
 OWNER: Scott J Edwards
 LOCATION: 220 Bird Drive – Lot 2A, Block 1, Snowbird Subdivision
 ZONING: General Residential Low Density (GR-L)
 OVERLAY: None

RECORD OF PROCEEDINGS

The City of Ketchum received the applications for Subdivision Preliminary Plat, Townhouse Preliminary Plat, and Design Review on June 22, 2021. The applications were reviewed concurrently and certified complete on March 1, 2022. Following receipt of the complete application, staff routed the application materials to all city departments for review. Department comments were provided to the applicant on March 1, 2022.

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 March 23, 2022. The public hearing notice was published in the Idaho Mountain Express the on March 23, 2022. A notice was posted on the project site and the city’s website on March 23, 2022.

The Planning & Zoning Commission considered the Snowbird Subdivision Preliminary Plat (File No. P21-056), and Snowbird Townhomes-II Design Review (File No. P21-062) and Townhouse Subdivision

Preliminary Plat (File No. P21-059) applications during their regular meeting on April 12, 2022. The development applications were considered concurrently and the associated public hearings were combined in accordance with Idaho Code §67-6522. After considering Staff's analysis, the applicant's presentation, and public comment, the Planning & Zoning Commission unanimously approved the Snowbird Townhomes - II Design Review (File No. P21-062) and unanimously recommended approval of the Subdivision Preliminary Plat (File No. P21-056) and Townhouse Subdivision Preliminary Plat (File No. P21-059) application to the City Council.

FINDINGS OF FACT

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

BACKGROUND

The Applicant is proposing four detached townhomes each approximately 3,700 square feet and three stories (the "project"), located at 220 and 222 Bird Dr. (the "subject property"). The subject property is a two-lot subdivision platted in 1990, named Snowbird Subdivision, zoned General Residential – Low Density (GR-L). Detached townhomes are a permitted use within the GR-L zone district but restricted to a maximum of two dwelling units per lot per Ketchum Municipal Code 17.12.020 – District Use Matrix.

The existing subdivision includes one lot fronting Bird Dr. and a flag lot with limited frontage on Bird Dr. The current flag lot condition is nonconforming as the subdivision regulations do not permit flag lots. To develop the property with the proposed four detached townhouses, two per lot, the applicant has proposed to first reconfigure the lot lines between Lots 1 and 2 and realign the access to a consolidated central access easement. After the reconfiguration of lot lines and access, design review approval and townhouse subdivision preliminary plat approval are required separately for each lot for the proposed detach townhouses. The applicant has submitted all five required applications as outlined above for consideration by the Planning and Zoning Commission.

The project will construct improvements to the right-of-way per the City of Ketchum improvement standards. All improvements to the right-of-way will be reviewed and approved by the City Engineer and Streets Department prior to issuance of a building permit.

The applicant has requested phased development agreements for both lots to permit the filing of the final plats once a certificate of occupancy has been issued for the first unit. Staff is supportive of the request and has drafted two phased development agreements, one for each lot, for consideration by the Planning and Zoning Commission.

FINDINGS REGARDING COMPLIANCE WITH ZONING CODE AND DIMENSIONAL STANDARDS

Zoning and Dimensional Standards Analysis				
Compliant			Ketchum Municipal Code Standards and Staff Comments	
Yes	No	N/A	KMC §	Standards and Staff Comments
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	17.12.020	Use
			Staff Comments	<p>Permitted: “dwelling, one-family” – A multi-family development containing up to two dwelling units is permitted.</p> <p>Proposed: Lot 2A is proposed to contain two detached townhomes. Per KMC 17.08.020, townhouse developments can be single buildings containing single townhouse units.</p>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	17.12.030	Minimum Lot Area
			Staff Comments	<p>Permitted: 8,000 SF</p> <p>“Area of lot: The area within the boundaries of a lot, exclusive of any area contained within a public or private street, alley, fire lane or private driveway easement; also, exclusive of any narrow strip of land connecting a lot set back from any public street for the purpose of providing driveway access with that street and exclusive of any portion of the property that lies between the mean high water marks of the Big Wood River, Trail Creek and Warm Springs Creek. All exclusions shall not be used for the purpose of calculating density and building coverage. Lot area shall include the area of any dedicated public bike path, equestrian path or other public pathway within the boundaries of a lot.”</p> <p>Proposed: 10,022 SF – 1,873 SF (driveway easement) = 8,149 SF</p>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	17.12.030	FAR or Lot Coverage
			Staff Comments	<p>Maximum Permitted: 35% lot coverage</p> <p>Proposed: Lot Area – 8,149 SF Building Coverage – 2840 SF Lot Coverage – 2840 / 8149 = 34.9%</p>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	17.12.030	Minimum Building Setbacks
			Staff Comments	<p>Minimum Required: Front (Bird Drive): 15 feet Side (north): The greater of 1' for every 3' in building height, or 5' (1)– zero required for subplot line Side (south): The greater of 1' for every 3' in building height, or 5' (1) – zero required for subplot line Rear (west): The greater of 1' for every 3' in building height, or 15'</p> <p>Footnote 1: If the lot adjoins a more restrictive district on the side or rear, the more restrictive setbacks of that district shall apply.</p> <p>Building Height of Unit 1 is 34 feet 4 inches per Sheet A3.1. Building Height of Unit 2 is 33 feet 5 1/2 inches per Sheet A3.1. Side Setbacks required based on building height are 11 feet 5 inches.</p>

				<p>KMC §17.128.020: Supplementary Yard Regulations</p> <ol style="list-style-type: none"> 1. Cornices, canopies, eaves, chimney chases or similar architectural features may extend into a required yard not more than three feet. 2. Decks more than 30 inches in height from existing grade at any point shall be subject to setbacks. <p>Proposed: Front – 15 feet 5 3/4 inches (Unit 1) and 15 feet 2 inches (Unit 2) Side – 11 feet 8 inches to southern lot line (Unit 2) Side – 11 feet 10 inches to northern lot line (Unit 1) Rear – 17 feet 9 3/4 inches to Unit 2 and 17 feet 9 3/4 inches to Unit 1</p> <p>Footnote 1: The subject property is not adjacent to the a less restrictive zone district. All adjacent properties are zoned GR-L except for to the east, which is zoned GR-H.</p>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	17.12.030	Building Height
			Staff Comments	<p>Maximum Permitted: 35 feet</p> <p>Proposed: Building Height of Unit 1 is 34 feet 4 inches per Sheet A3.1. Building Height of Unit 2 is 33 feet 5 1/2 inches per Sheet A3.1.</p>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	17.125.030H	Curb Cut
			Staff Comments	<p>Permitted: A maximum of thirty five percent (35%) of the linear footage of any street frontage may be devoted to access off street parking.</p> <p>Proposed: 17% driveway proposed</p>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	17.125.040	Parking Spaces
			Staff Comments	<p>Minimum Required: 2 parking spaces for units 2,001 SF or more</p> <p>Proposed: Unit 1 2 car garage Dimension of spaces (23 ft x 23 ft 9 inches)</p> <p>Unit 2 2 car garage Dimension of spaces (23 ft x 23 ft 9 inches)</p>
			17.125.040	Open Space
			Staff Comments	<p>Required: n/a</p> <p>Proposed: n/a</p>

FINDINGS REGARDING COMPLIANCE WITH DESIGN REVIEW STANDARDS

Improvements and Standards (KMC §17.96.060)				
Yes	No	N/A	KMC §	Standards and Findings
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	17.96.060.A1 Streets	The applicant shall be responsible for all costs associated with providing a connection from an existing city street to their development.
			<i>Commission Findings</i>	The project proposes to add a new curb cut for the central driveway from Bird Dr. and bring the existing right-of-way up to all applicable city standards. All improvements to the right-of-way are at the expense of the applicant.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	17.96.060.A2 Streets	All street designs shall be approved by the City Engineer.
			<i>Commission Findings</i>	No new streets are proposed for the project, however, all required improvements to the right-of-way as shown on the project plans has been reviewed by the City Engineer. Final review of all improvements to the right-of-way will be completed prior to issuance of a building permit for the project per condition of approval #2.
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	17.96.060.B1 Sidewalks	All projects under 17.96.010(A) that qualify as a “Substantial Improvement” shall install sidewalks as required by the Public Works Department.
			<i>Commission Findings</i>	KMC 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. The subject property is within the GR-L zone district, which is not a district where sidewalks are required per the development standards.
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	17.96.060.B2 Sidewalks	Sidewalk width shall conform to the City’s right-of-way standards, however the City Engineer may reduce or increase the sidewalk width and design standard requirements at their discretion.
			<i>Commission Findings</i>	This standard is not applicable as sidewalks are not required for the project.
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	17.96.060.B3 Sidewalks	Sidewalks may be waived if one of the following criteria is met: <ol style="list-style-type: none"> 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.
			<i>Commission Findings</i>	This standard is not applicable as sidewalks are not required for the project.
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	17.96.060.B4 Sidewalks	The length of sidewalk improvements constructed shall be equal to the length of the subject property line(s) adjacent to any public street or private street.
			<i>Commission Findings</i>	This standard is not applicable as sidewalks are not required for the project.
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	17.96.060.B5 Sidewalks	New sidewalks shall be planned to provide pedestrian connections to any existing or future sidewalks adjacent to the site. In addition, sidewalks shall be constructed to provide safe pedestrian access to and around a building.
			<i>Commission Findings</i>	This standard is not applicable as sidewalks are not required for the project.
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	17.96.060.B6 Sidewalks	The City may approve and accept voluntary cash contributions in-lieu of the above described improvements, which contributions must be segregated by

				the City and not used for any purpose other than the provision of these improvements. The contribution amount shall be one hundred ten percent (110%) of the estimated costs of concrete sidewalk and drainage improvements provided by a qualified contractor, plus associated engineering costs, as approved by the City Engineer. Any approved in-lieu contribution shall be paid before the City issues a certificate of occupancy.
			<i>Commission Findings</i>	This standard is not applicable as sidewalks are not required for the project.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	17.96.060.C1 Drainage	All storm water shall be retained on site.
			<i>Commission Findings</i>	Stormwater management was reviewed for the entire site during department review. The City Engineer did not have comments related to on-site stormwater management.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	17.96.060.C2 Drainage	Drainage improvements constructed shall be equal to the length of the subject property lines adjacent to any public street or private street.
			<i>Commission Findings</i>	Drainage improvements associated with improvements to the right of way have been designed for the full length of the property as shown in the project plans. Final review and approval of all drainage improvements will be reviewed by the City Engineer at the time of building permit approval per condition of approval #2.
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	17.96.060.C3 Drainage	The City Engineer may require additional drainage improvements as necessary, depending on the unique characteristics of a site.
			<i>Commission Findings</i>	No additional drainage improvements are required.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	17.96.060.C4 Drainage	Drainage facilities shall be constructed per City standards.
			<i>Commission Findings</i>	The proposed drainage improvements to the right-of-way are designed to meet city standards. Final design will be reviewed and approved by the City Engineer prior to issuance of a building permit.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	17.96.060.D1 Utilities	All utilities necessary for the development shall be improved and installed at the sole expense of the applicant.
			<i>Commission Findings</i>	The applicant is the responsible party for improvements and installation of utilities for the project.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	17.96.060.D2 Utilities	Utilities shall be located underground and utility, power, and communication lines within the development site shall be concealed from public view.
			<i>Commission Findings</i>	All utilities serving the project are proposed underground including electricity, gas, phone and cable services. Currently, phone and cable infrastructure is located within the city's right-of-way adjacent to Lot 2A. Sheet C1.0 shows the relocation of those encroachments to the public utility easement along the front property boundary of Lot 2A, out of the right-of-way. Two transformers are located within the public utility easement on Lot 2A which will serve the proposed project.
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	17.96.060.D3 Utilities	When extension of utilities is necessary all developers will be required to pay for and install two (2") inch SDR11 fiber optical conduit. The placement and construction of the fiber optical conduit shall be done in accordance with city of Ketchum standards and at the discretion of the City Engineer.
			<i>Commission Findings</i>	Extension of utilities is not required for the project; therefore, this standard does not apply.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	17.96.060.E1 Compatibility of Design	The project's materials, colors and signing shall be complementary with the townscape, surrounding neighborhoods and adjoining structures.

			<i>Commission Findings</i>	As shown in the renderings and materials board on Sheet A5.0, the project proposes a mix of wood siding, stone, and metal paneling. The adjacent properties are of an older architectural style and include traditional horizontal siding (vinyl/wood). However, further north and south of the subject property, newer developments recently completed and under construction within the neighborhood are of a modern design with similar materials as the proposed project.
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	17.96.060.E2 Compatibility of Design	Preservation of significant landmarks shall be encouraged and protected, where applicable. A significant landmark is one which gives historical and/or cultural importance to the neighborhood and/or community.
			<i>Commission Findings</i>	The subject property is vacant; therefore, this standard does not apply.
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	17.96.060.E3 Compatibility of Design	Additions to existing buildings, built prior to 1940, shall be complementary in design and use similar material and finishes of the building being added to.
			<i>Commission Findings</i>	The subject property is vacant; therefore, this standard does not apply.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	17.96.060.F1 Architectural	Building(s) shall provide unobstructed pedestrian access to the nearest sidewalk and the entryway shall be clearly defined.
			<i>Commission Findings</i>	Each unit includes direct access from the driveway to the entrance to the unit clearly defined with a small, covered porch and entryway. As noted above, sidewalks are not required. Pedestrian access from the street will be from the central private drive.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	17.96.060.F2 Architectural	The building character shall be clearly defined by use of architectural features.
			<i>Commission Findings</i>	The building is intended to have a mountain modern character defined by a horizontal and vertical features and materials. The project has a strong rectangular form softened by undulation of the building façade and use of outdoor patios at upper levels.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	17.96.060.F3 Architectural	There shall be continuity of materials, colors and signing within the project.
			<i>Commission Findings</i>	The project proposes a consistent use of materials including wood siding, stone, metal panels, and metal accents on railings and window trim.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	17.96.060.F4 Architectural	Accessory structures, fences, walls and landscape features within the project shall match or complement the principal building.
			<i>Commission Findings</i>	The project proposes a wood fence along the perimeter of the property. As shown on the project plans, entry monuments to the project are proposed within the 10 public utility easement along the front property line. Materials for the entry monuments complement the stone on the primary building façade. Permission from Idaho Power is required for the placement of the monuments as outlined in condition of approval #2
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	17.96.060.F5 Architectural	Building walls shall provide undulation/relief, thus reducing the appearance of bulk and flatness.
			<i>Commission Findings</i>	The design of the project includes various features that reduce the bulk and flatness of the structure. The ground floor of the units carries the weight of the design and utilizes materials with a heavier weight such as stone and metal. The upper floors step back in multiple locations and utilize light materials such as wood siding. Additionally, the entrance to the unit is stepped back completely on all three floors to provide a dramatic reduction in the bulk of the buildings from the front.
			17.96.060.F6	Building(s) shall orient towards their primary street frontage.

<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Architectural	
			<i>Commission Findings</i>	Currently, each townhouse is oriented toward the central driveway with the front door of the unit internal to the development. As shown in the renderings and elevations on Sheet A5.0, the front entries to the units face the street but are significantly stepped back as the garage occupies most of the ground floor on the street side. However, there are upper floor balconies that face the street on the second and third floors. The intent of the standard is to ensure that projects interact with the street, which supports integration of neighborhoods through interactions between residents. The second-floor balconies serve to facilitate that engagement even though the entry to the units is set back.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	17.96.060.F7 Architectural	Garbage storage areas and satellite receivers shall be screened from public view and located off alleys.
			<i>Commission Findings</i>	Garbage will be stored within the individual garages and no satellite receivers are anticipated. There is no alley. Specific locations for the garbage carts to be placed is outlined on the landscape plan for the project to ensure ease of access for garbage service. Per a letter from Clear Creek Disposal dated January 24, 2022 indicates the proposal as satisfactory.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	17.96.060.F8 Architectural	Building design shall include weather protection which prevents water to drip or snow to slide on areas where pedestrians gather and circulate or onto adjacent properties.
			<i>Commission Findings</i>	The new detached townhouses have flat roofs with extensive roof catchment and drain systems for each subplot. All runoff is being management on-site per the drainage plan.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	17.96.060.G1 Circulation Design	Pedestrian, equestrian and bicycle access shall be located to connect with existing and anticipated easements and pathways.
			<i>Commission Findings</i>	The project provides pedestrian access to Bird Dr. As Bird Dr. is considered a residential street, all pedestrian, equestrian and bicycle movements are contained within the street. There are no easements or pathways in the area requiring connectivity to the project.
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	17.96.060.G2 Circulation Design	Awnings extending over public sidewalks shall extend five (5') feet or more across the public sidewalk but shall not extend within two (2') feet of parking or travel lanes within the right of way.
			<i>Commission Findings</i>	The project does not propose any encroachments into the right-of-way.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	17.96.060.G3 Circulation Design	Traffic shall flow safely within the project and onto adjacent streets. Traffic includes vehicle, bicycle, pedestrian and equestrian use. Consideration shall be given to adequate sight distances and proper signage.
			<i>Commission Findings</i>	No new streets are proposed. Traffic access to the project is via the central driveway.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	17.96.060.G4 Circulation Design	Curb cuts and driveway entrances shall be no closer than twenty (20') feet to the nearest intersection of two or more streets, as measured along the property line adjacent to the right of way. Due to site conditions or current/projected traffic levels or speed, the City Engineer may increase the minimum distance requirements.
			<i>Commission Findings</i>	The project is not within 20 feet of an intersection, therefore, this standard is met.

<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	17.96.060.G5 Circulation Design	Unobstructed access shall be provided for emergency vehicles, snowplows, garbage trucks and similar service vehicles to all necessary locations within the proposed project.
			<i>Commission Findings</i>	Access for emergency vehicles, snowplows, garbage trucks, and delivery vehicles is from Bird Dr. Bird Dr is classified as a residential street, requiring a minimum right-of-way of 60 feet. Bird Dr has a 60-foot right-of-way which meets city standards. The central private driveway has been reviewed and approved by the Fire Department during department review. Initial design drawings showed a 16-foot driveway; however, a full 20-foot paved driveway is required per fire code. The driveway is snow melted and therefore no snowplowing is required. Per the letter from Clear Creek Disposal dated January 24, 2022, the driveway is adequate for garbage service.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	17.96.060.H1 Snow Storage	Snow storage areas shall not be less than thirty percent (30%) of the improved parking and pedestrian circulation areas.
			<i>Commission Findings</i>	The central driveway and individual driveways contain snow melt, therefore no storage is required. Adequate snow storage for the pathways from the driveways to the unit is provided in the adjacent landscape areas.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	17.96.060.H2 Snow Storage	Snow storage areas shall be provided on-site.
			<i>Commission Findings</i>	All snow storage is provided on-site. No hauling is required.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	17.96.060.H3 Snow Storage	A designated snow storage area shall not have any dimension less than five (5') feet and shall be a minimum of twenty-five (25) square feet.
			<i>Commission Findings</i>	The pedestrian pathways which will be shoveled are less than 5 feet by 25 feet. As such, smaller snow storage areas are supported as the majority of hard surfaces are snow melted.
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	17.96.060.H4 Snow Storage	In lieu of providing snow storage areas, snow melt and hauling of snow may be allowed.
			<i>Commission Findings</i>	Snow melt is proposed for the project.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	17.96.060.I1 Landscaping	Landscaping is required for all projects.
			<i>Commission Findings</i>	The project proposes an extensive landscaping plan with a variety of trees, shrubs, bushes, perennials and ground covers as shown on Sheet L-1.2 of the project plans.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	17.96.060.I2 Landscaping	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.
			<i>Commission Findings</i>	Proposed plant materials are drought tolerant and are consistent with landscaping of surrounding properties within the neighborhood.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	17.96.060.I3 Landscaping	All trees, shrubs, grasses and perennials shall be drought tolerant. Native species are recommended but not required.
			<i>Commission Findings</i>	All proposed plant materials are drought tolerant.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	17.96.060.I4 Landscaping	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.

			<i>Commission Findings</i>	The landscape plan for the project provides buffer between the new detached townhouses and the adjacent condominium complexes. Landscaping is also proposed between the new units and the street.
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	17.96.060.J1 Public Amenities	Where sidewalks are required, pedestrian amenities shall be installed. Amenities may include, but are not limited to, benches and other seating, kiosks, bus shelters, trash receptacles, restrooms, fountains, art, etc. All public amenities shall receive approval from the Public Works Department prior to design review approval from the Commission.
			<i>Commission Findings</i>	This standard is not applicable as sidewalks are not required.

CONCLUSIONS OF LAW

1. The City of Ketchum is a municipal corporation established in accordance with Article XII of the Constitution of the State of Idaho and Title 50 Idaho Code and is required and has exercised its authority pursuant to the Local Land Use Planning Act codified at Chapter 65 of Title 67 Idaho Code and pursuant to Chapters 3, 9 and 13 of Title 50 Idaho Code to enact the ordinances and regulations, which ordinances are codified in the Ketchum Municipal Code (“KMC”) and are identified in the Findings of Fact and which are herein restated as Conclusions of Law by this reference and which City Ordinances govern the applicant’s 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 Snowbird Townhomes - II Design Review application meets all applicable standards specified in Title 17 of Ketchum Municipal Code.

DECISION

THEREFORE, the Commission **approves** this Design Review Application File No. P21-062 this Tuesday, April 12, 2022 subject to the following conditions of approval.

CONDITIONS OF APPROVAL

1. The preliminary plat is subject to all applicable provisions of the Phased Development Agreement #22765.
2. Prior to submittal of the first building permit application, the applicant shall receive written approval from utility providers for the placement of entry monuments within the public utility easement. Failure to obtain such approval shall result in the removal or relocation of said monuments.
3. Final civil drawings prepared by an engineer registered in the State of Idaho which include specifications for right-of-way, utilities, and drainage improvements shall be submitted for review and approval by the City Engineer, Streets, and Utilities departments prior to issuance of a building permit for the project.

4. The term of Design Review approval shall be twelve (12) months from the date that the Findings of Fact, Conclusions of Law, and Decision are adopted by the Commission or upon appeal, the date the approval is granted by the Council subject to changes in zoning regulations.
5. In addition to the requirements set forth in this Design Review approval, this project shall comply with all applicable local, state, and federal laws.

Findings of Fact **adopted** this 12th day of April 2022.

Neil Morrow, Chair
City of Ketchum
Planning and Zoning Commission



City of Ketchum
Planning & Building

IN RE:)	
)	
Snowbird Townhomes Lot 2A)	KETCHUM PLANNING & ZONING COMMISSION
Townhouse Subdivision – Preliminary Plat)	FINDINGS OF FACT, CONCLUSIONS OF LAW, AND
Date: April 12, 2022)	DECISION
)	
File Number: 21-059)	

PROJECT: Snowbird Townhomes Lot 2A

APPLICATION TYPE: Townhouse Subdivision – Preliminary Plat

FILE NUMBER: P21-059

ASSOCIATED APPLICATIONS: Subdivision Preliminary Plat (P21-056)
Design Review (P21-062)

REPRESENTATIVE: Dave Patrie, Benchmark Associates (Engineer)

OWNER: Scott J Edwards

LOCATION: 220 Bird Drive

ZONING: General Residential Low Density (GR-L)

OVERLAY: None

RECORD OF PROCEEDINGS

The City of Ketchum received the applications for Subdivision Preliminary Plat, Townhouse Preliminary Plat, and Design Review on June 22, 2021. The applications were reviewed concurrently and certified complete on March 1, 2022. Following receipt of the complete application, staff routed the application materials to all city departments for review. Department comments were provided to the applicant on March 1, 2022.

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 March 23, 2022. The public hearing notice was published in the Idaho Mountain Express the on March 23, 2022. A notice was posted on the project site and the city’s website on March 23, 2022.

The Planning & Zoning Commission considered the Snowbird Subdivision Preliminary Plat (File No. P21-056), and Snowbird Townhomes-II Design Review (File No. P21-062) and Townhouse Subdivision Preliminary Plat (File No. P21-059) applications during their regular meeting on April 12, 2022. The

development applications were considered concurrently and the associated public hearings were combined in accordance with Idaho Code §67-6522. After considering Staff’s analysis, the applicant’s presentation, and public comment, the Planning & Zoning Commission unanimously approved the Snowbird Townhomes-II Design Review (File No. P21-062) and unanimously recommended approval of the Subdivision Preliminary Plat (File No. P21-056) and Townhouse Subdivision Preliminary Plat (File No. P21-059) application to the City Council.

BACKGROUND

The Applicant is proposing four detached townhomes each approximately 3,700 square feet and three stories (the “project”), located at 220 and 222 Bird Dr. (the “subject property”). The subject property is a two-lot subdivision platted in 1990, named Snowbird Subdivision, zoned General Residential – Low Density (GR-L). Townhomes are a permitted use within the GR-L zone district but restricted to a maximum of two dwelling units per lot per Ketchum Municipal Code 17.12.020 – District Use Matrix.

The existing subdivision includes one lot fronting Bird Dr. and a flag lot with limited frontage on Bird Dr. The current flag lot condition is nonconforming as the subdivision regulations do not permit flag lots. To develop the property with the proposed four detached townhouses, two per lot, the applicant has proposed to first reconfigure the lot lines between Lots 1 and 2 and realign the access to a consolidated central access easement. After the reconfiguration of lot lines and access, design review approval and townhouse subdivision preliminary plat approval are required separately for each lot for the proposed detach townhouses. The applicant has submitted all five required applications as outlined above for consideration by the Planning and Zoning Commission.

The project will construct improvements to the right-of-way per the City of Ketchum improvement standards. All improvements to the right-of-way will be reviewed and approved by the City Engineer and Streets Department prior to issuance of a building permit.

The applicant has requested phased development agreements for both lots to permit the filing of the final plats once a certificate of occupancy has been issued for the first unit. Staff is supportive of the request and has drafted two phased development agreements, one for each lot, for consideration by the Planning and Zoning Commission.

FINDINGS OF FACT

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

FINDINGS REGARDING COMPLIANCE WITH TOWNHOUSE SUBDIVISION REQUIREMENTS

Townhouse Plat Requirements				
Compliant			Standards	
Yes	No	N/A	City Code	City Standards
X	<input type="checkbox"/>	<input type="checkbox"/>	16.04.080.B	Townhouse Owners' Documents: The subdivider of the townhouse project shall submit with the preliminary plat application a copy of the proposed party wall agreement and any proposed document(s) creating an association of owners of the proposed townhouse sublots, which shall adequately provide for the control and maintenance of all commonly held

				<p>facilities, garages, parking and/or open spaces. Prior to final plat approval, the subdivider shall submit to the city a final copy of such documents and shall file such documents prior to recordation of the plat, which shall reflect the recording instrument numbers.</p> <p><i>Commission Findings</i></p> <p>The applicant provided draft of the covenants, conditions, and restrictions for the Snowbird Townhomes.</p>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.080.C.1	<p>Preliminary Plat Procedure: Townhouse developments shall be administered consistent with the procedures and design and development regulations established in §16.04.030 and §16.04.040 and the standards of this subsection.</p> <p>All townhouse developments shall be platted under the procedures contained in the subdivision ordinance in effect and shall be required to obtain design review approval prior to building permit issuance.</p> <p><i>Commission Findings</i></p> <p>The applicant submitted a Design Review application for the project in conjunction with the townhouse preliminary plat application. Both applications were reviewed and approved by the Planning and Zoning Commission at the April 12, 2022 meeting.</p>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.080.C.2	<p>The subdivider may apply for preliminary plat approval from the commission pursuant to subsection 16.04.030D of this chapter at the time application is made for design review approval pursuant to title 17, chapter 17.96 of this code. The commission may approve, deny or conditionally approve such preliminary plat upon consideration of the action taken on the application for design review of the project.</p> <p><i>Commission Findings</i></p> <p>The applicant submitted a Design Review application for the project in conjunction with the townhouse subdivision application. Both applications were reviewed and approved by the Planning and Zoning Commission at the April 12, 2022 meeting.</p>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.080.C.3	<p>The preliminary plat, other data, and the commission's findings may be transmitted to the council prior to commencement of construction of the project under a valid building permit issued by the City. The council shall act on the preliminary plat pursuant to subsection 16.04.030E and F of this chapter.</p> <p><i>Commission Findings</i></p> <p>Following adoption of the Findings of Fact for the Townhouse Subdivision application, staff will transmit the application and findings to the City Council for review and approval prior to issuance of a building permit for the project.</p>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.080.C.4	<p>4. In the event a phased townhouse development project is proposed, after preliminary plat is granted for the entirety of a project, the final plat procedure for each phase of a phased development project shall follow §16.04.030.G and comply with the additional provisions of §16.04.110 of this code.</p> <p><i>Commission Findings</i></p> <p>A phased townhouse development is proposed. A phased development agreement (#22765) in conformance with Section 16.04.030.G and 16.04.110 was reviewed by the Planning and Zoning Commission on April 12, 2022. The Planning and Zoning Commission recommended approval of the phased development agreement to the City Council. Following adoption of the Findings of Fact for the</p>

				Townhouse Subdivision Preliminary Plat, staff will transmit the phased development agreement to City Council for review and action.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.080.D	<p>D. Final Plat Procedure:</p> <p>1. The final plat procedure contained in subsection 16.04.030G of this chapter shall be followed. However, the final plat shall not be signed by the city clerk and recorded until the townhouse has received either:</p> <p>a. A certificate of occupancy issued by the city of Ketchum for all structures in the townhouse development and completion of all design review elements as approved by the planning and zoning administrator; or</p> <p>b. Signed council approval of a phased development project consistent with §16.04.110 herein.</p> <p>2. The council may accept a security agreement for any design review elements not completed on a case by case basis pursuant to title 17, chapter 17.96 of this code.</p>
			<i>Commission Findings</i>	Pursuant to Phased Development Agreement #22765, the applicant may submit an application for final plat once a certificate of occupancy for the first townhouse unit is issued.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.080.E. 1	<p>E. Required Findings: In addition to all Townhouse Developments complying with the applicable provisions of Title 17 and this Subdivision Chapter (§16.04), the Administrator shall find that</p> <p>All Townhouse Developments, including each individual subplot, shall not exceed the maximum building coverage requirements of the zoning district.</p>
			<i>Commission Findings</i>	The maximum building coverage in the GR-L zone district is 35% of the lot. The subject property is 10,022 square feet. The proposed detached townhouses on Sublot 1 and 2 have an identical building coverage of 1,420 square feet. This results in a total building coverage of 2,840 square feet or 28% of the lot.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.080.E. 2	<p>Garage: 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.</p>
			<i>Commission Findings</i>	Each detached unit has a two car attached garage. As the proposed townhouse subdivision is for detached townhouses, the garage does not need to be separately platted or deeded separately as the garage is within the boundaries of the townhouse subplot. Plat note 8 on the townhouse preliminary plat states that garages cannot be sold and/or separated from the associated dwelling unit.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.080.E. 3	<p>General Applicability: 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 townhouse subdivisions. (Ord. 1061 § 3, 2009: Ord. 879 § 4, 2001: Ord. 460 § 2, 1987)</p>
			<i>Commission Findings</i>	During department review of the Design Review application, staff reviewed the project for compliance with the Zoning Regulations, dimensional standards, and development standards for the City of Ketchum. As conditioned, the townhouse subdivision application meets all applicable regulations.

FINDINGS REGARDING PRELIMINARY PLAT SUBDIVISION REQUIREMENTS

Preliminary Plat Requirements					
Compliant					
Yes	No	N/A	City Code	City Standards	
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.C.1	The subdivider shall file with the administrator copies of the completed subdivision application form and preliminary plat data as required by this chapter.	
			<i>Commission Findings</i>	The City of Ketchum Planning and Building Department received the subdivision application and all applicable application materials on June 22, 2021.	
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.I	Contents Of Preliminary Plat: The preliminary plat, together with all application forms, title insurance report, deeds, maps, and other documents reasonably required, shall constitute a complete subdivision application.	
			<i>Commission Findings</i>	The subdivision application was deemed complete on March 1, 2022.	
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.I .1	The preliminary plat shall be drawn to a scale of not less than one inch equals one hundred feet (1" = 100') and shall show the following: The scale, north point and date.	
			<i>Commission Findings</i>	This standard is met as shown on Sheet 1 of the preliminary plat.	
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.I .2	The name of the proposed subdivision, which shall not be the same or confused with the name of any other subdivision in Blaine County, Idaho.	
			<i>Commission Findings</i>	As shown on Sheet 1 of the preliminary plat, the subdivision is named "Snowbird Townhomes II" which is not the same as any other subdivision in Blaine County, Idaho.	
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.I .3	The name and address of the owner of record, the subdivider, and the engineer, surveyor, or other person preparing the plat.	
			<i>Commission Findings</i>	As shown on Sheet 1, the owner and subdivider is Scott J. Edwards. The plat was prepared by Randall K. French of Benchmark Engineering.	
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.I .4	Legal description of the area platted.	
			<i>Commission Findings</i>	The legal description of the area platted is shown under the title on Sheet 1 of the preliminary plat.	
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.I .5	The names and the intersecting boundary lines of adjoining subdivisions and parcels of property.	
			<i>Commission Findings</i>	Sheet 1 of the preliminary plat indicates the boundary lines of the adjoining townhouse subdivisions and tax lots to the north, west, and south.	
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.I .6	A contour map of the subdivision with contour lines and a maximum interval of five feet (5') to show the configuration of the land based upon the United States geodetic survey data, or other data approved by the city engineer.	
			<i>Commission Findings</i>	Sheet 1 of the preliminary plat shows the contour lines for the subject property.	
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.I 7	The scaled location of existing buildings, water bodies and courses and location of the adjoining or immediately adjacent dedicated streets, roadways and easements, public and private.	
			<i>Commission Findings</i>	The property is currently vacant with no existing buildings; however, Sheet 1 of the preliminary plat shows the location of all adjacent streets (Bird Dr.) and easements.	

<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.I .8	Boundary description and the area of the tract.
			<i>Commission Findings</i>	Sheet 1 provides the boundary description of the area and includes square footage and acreage of both sublots.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.I .9	Existing zoning of the tract.
			<i>Commission Findings</i>	Plat note #6 on Sheet 1 of the preliminary plat lists the existing zoning of the subject property.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.I .10	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.
			<i>Commission Findings</i>	Sheet 1 of the preliminary plat shows the locations and lot lines for the proposed townhouse sublots. No new streets or blocks are being proposed with this application.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.I .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.
			<i>Commission Findings</i>	Sheet 1 of the preliminary plat shows the 20-foot-wide access and utility easement to the mutual benefit of the sublots. This easement will be the location of the private access driveway, private water lines, and private sewer lines servicing the sublots.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.I .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.
			<i>Commission Findings</i>	As shown on Sheet 1, each subplot will have separate services for water and sewer from the main lines in Bird Dr.
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.030.I .13	The direction of drainage, flow and approximate grade of all streets.
			<i>Commission Findings</i>	This standard does not apply as no new streets are proposed.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.I .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.
			<i>Commission Findings</i>	Sheet 1 of the preliminary plat indicates locations of proposed drywells for stormwater management of the subject property.
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.030.I .15	All percolation tests and/or exploratory pit excavations required by state health authorities.
			<i>Commission Findings</i>	This standard does not apply as no tests are required.
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.030.I .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.
			<i>Commission Findings</i>	Draft covenants, conditions, and restrictions were submitted with the application materials.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.I .17	Vicinity map drawn to approximate scale showing the location of the proposed subdivision in reference to existing and/or proposed arterials and collector streets.
			<i>Commission Findings</i>	Sheet 1 of the preliminary plat includes a vicinity map in the upper right-hand corner.
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.030.I .18	The boundaries of the floodplain, floodway and avalanche zoning district shall also be clearly delineated and marked on the preliminary plat.

			<i>Commission Findings</i>	The subject property is not within a floodplain, floodway, or avalanche zone district.
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.030.I .19	Building envelopes shall be shown on each lot, all or part of which is within a floodway, floodplain, or avalanche zone; or any lot that is adjacent to the Big Wood River, Trail Creek, or Warm Springs Creek; or any lot, a portion of which has a slope of twenty five percent (25%) or greater; or upon any lot which will be created adjacent to the intersection of two (2) or more streets.
			<i>Commission Findings</i>	A building envelope is not required as the subject property is not within the floodway, floodplain, or avalanche zone. The subject property is not adjacent to the Big Wood River, Trail Creek or Warm Springs. The subject property does not contain slopes greater than 25% and is not adjacent to an intersection.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.I .20	Lot area of each lot.
			<i>Commission Findings</i>	As shown on Sheet 1 of the preliminary plat, the area of Sublot 1 is 5,013 square feet and the area of Sublot 2 is 5,009 square feet.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.I .21	Existing mature trees and established shrub masses.
			<i>Commission Findings</i>	The property is vacant with no significant trees or shrub masses.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.I .22	A current title report shall be provided at the time that the preliminary plat is filed with the administrator, together with a copy of the owner's recorded deed to such property.
			<i>Commission Findings</i>	The applicant provided a title commitment issued by Stewart Title dated July 1, 2020 and a warranty deed recorded at Instrument Number 671079 with the initial application.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.I .23	Three (3) copies of the preliminary plat shall be filed with the administrator.
			<i>Commission Findings</i>	The City of Ketchum received hard and digital copies of the preliminary plat at the time of application.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.040.A	Required Improvements: The improvements set forth in this section shall be shown on the preliminary plat and installed prior to approval of the final plat. Construction design plans shall be submitted and approved by the city engineer. All such improvements shall be in accordance with the comprehensive plan and constructed in compliance with construction standard specifications adopted by the city. Existing natural features which enhance the attractiveness of the subdivision and community, such as mature trees, watercourses, rock outcroppings, established shrub masses and historic areas, shall be preserved through design of the subdivision.
			<i>Commission Findings</i>	The applicant submitted a set of preliminary construction design plans for review by the City Engineer. All required public improvements are included in the project plans for the Design Review application (P21-062) and included as exhibits to the Phased Development Agreement (#22765). Final review and approval of the right-of-way improvements will be conducted during building permit review. The subject property does not include any watercourses, rock outcroppings, shrub masses or historic areas.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.040.B	Improvement Plans: Prior to approval of final plat by the commission, the subdivider shall file two (2) copies with the city engineer, and the city engineer shall approve construction plans for all improvements required in the proposed subdivision. Such plans shall be prepared by a civil engineer licensed in the state.

			<i>Commission Findings</i>	This standard does not apply as this is a preliminary plat application, not a final plat application. Final review and approval of the right-of-way improvements will be conducted during building permit review. The Phased Development Agreement #22765 also stipulates the timing of all required improvements in relation to recording of the final plat.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.040.C	Prior to final plat approval, the subdivider shall have previously constructed all required improvements and secured a certificate of completion from the city engineer. However, in cases where the required improvements cannot be constructed due to weather conditions or other factors beyond the control of the subdivider, the city council may accept, in lieu of any or all of the required improvements, a performance bond filed with the city clerk to ensure actual construction of the required improvements as submitted and approved. Such performance bond shall be issued in an amount not less than one hundred fifty percent (150%) of the estimated costs of improvements as determined by the city engineer. In the event the improvements are not constructed within the time allowed by the city council (which shall be one year or less, depending upon the individual circumstances), the council may order the improvements installed at the expense of the subdivider and the surety. In the event the cost of installing the required improvements exceeds the amount of the bond, the subdivider shall be liable to the city for additional costs. The amount that the cost of installing the required improvements exceeds the amount of the performance bond shall automatically become a lien upon any and all property within the subdivision owned by the owner and/or subdivider.
			<i>Commission Findings</i>	As stipulated by the Phased Development Agreement #22765, all improvements are required prior to issuance of a certificate of occupancy for the first townhouse unit. As of the date of these findings, no request for security for improvements has been made by the applicant.
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.040.D	As Built Drawing: Prior to acceptance by the city council of any improvements installed by the subdivider, two (2) sets of as built plans and specifications, certified by the subdivider's engineer, shall be filed with the city engineer. Within ten (10) days after completion of improvements and submission of as built drawings, the city engineer shall certify the completion of the improvements and the acceptance of the improvements, and shall submit a copy of such certification to the administrator and the subdivider. If a performance bond has been filed, the administrator shall forward a copy of the certification to the city clerk. Thereafter, the city clerk shall release the performance bond upon application by the subdivider.
			<i>Commission Findings</i>	This standard does not apply as this is a preliminary plat application, not a final plat application.
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.040.E	Monumentation: Following completion of construction of the required improvements and prior to certification of completion by the city engineer, certain land survey monuments shall be reset or verified by the subdivider's engineer or surveyor to still be in place. These monuments shall have the size, shape, and type of material as shown on the subdivision plat. The monuments shall be located as follows: <ol style="list-style-type: none"> 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.

			<i>Commission Findings</i>	This standard does not apply as this is a preliminary plat application, not a final plat application.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.040.F	<p>Lot Requirements:</p> <ol style="list-style-type: none"> 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: <ol style="list-style-type: none"> 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.
			<i>Commission Findings</i>	<ol style="list-style-type: none"> 1. The proposed townhouse subdivision meets all dimensional standards as outlined in the GR-L zone district for the parent lot. The minimum lot size is 8,000 square feet and the parent lot is 10,022 square feet. The new detached townhouse units meet minimum setback requirements in the GR-L for the front, side, and rear. There are no minimum setbacks to the interior lot line of a townhouse lot. 2. Building envelopes are not required as the subject property is not within the floodplain/floodway, avalanche zone, does not contain slopes greater than 25%, nor is it located adjacent to an intersection of two streets

				<ol style="list-style-type: none"> 3. The subject property is not a corner lot. 4. The parent lot of the townhouse subdivision and the newly created subplot lot line is within 20 degrees to a right angle to the street lot line along Bird Dr. 5. The subject property is not a double frontage lot. 6. Both Sublots are provided access to Bird Dr. through a 20-foot-wide access and utility easement created with the subdivision preliminary plat application (P21-056). Per condition of approval #4, the easement shall be recorded prior to certificate of occupancy for the first townhouse unit.
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.040.G	<p>G. Block Requirements: The length, width and shape of blocks within a proposed subdivision shall conform to the following requirements:</p> <ol style="list-style-type: none"> 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.
			<i>Commission Findings</i>	This standard does not apply as no new blocks are being created.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.040.H	<p>Street Improvement Requirements:</p> <ol style="list-style-type: none"> 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

			<p>or the future development of the adjacent property. When such a dead end street serves more than two (2) lots, a temporary turnaround easement shall be provided, which easement shall revert to the adjacent lots when the street is extended;</p> <p>8. A cul-de-sac, court or similar type street shall be permitted only when necessary to the development of the subdivision, and provided, that no such street shall have a maximum length greater than four hundred feet (400') from entrance to center of turnaround, and all cul-de-sacs shall have a minimum turnaround radius of sixty feet (60') at the property line and not less than forty five feet (45') at the curb line;</p> <p>9. Streets shall be planned to intersect as nearly as possible at right angles, but in no event at less than seventy degrees (70°);</p> <p>10. Where any street deflects an angle of ten degrees (10°) or more, a connecting curve shall be required having a minimum centerline radius of three hundred feet (300') for arterial and collector streets, and one hundred twenty five feet (125') for minor streets;</p> <p>11. Streets with centerline offsets of less than one hundred twenty five feet (125') shall be prohibited;</p> <p>12. A tangent of at least one hundred feet (100') long shall be introduced between reverse curves on arterial and collector streets;</p> <p>13. Proposed streets which are a continuation of an existing street shall be given the same names as the existing street. All new street names shall not duplicate or be confused with the names of existing streets within Blaine County, Idaho. The subdivider shall obtain approval of all street names within the proposed subdivision from the commission before submitting same to council for preliminary plat approval;</p> <p>14. Street alignment design shall follow natural terrain contours to result in safe streets, usable lots, and minimum cuts and fills;</p> <p>15. Street patterns of residential areas shall be designed to create areas free of through traffic, but readily accessible to adjacent collector and arterial streets;</p> <p>16. Reserve planting strips controlling access to public streets shall be permitted under conditions specified and shown on the final plat, and all landscaping and irrigation systems shall be installed as required improvements by the subdivider;</p> <p>17. In general, the centerline of a street shall coincide with the centerline of the street right of way, and all crosswalk markings shall be installed by the subdivider as a required improvement;</p> <p>18. Street lighting may be required by the commission or council where appropriate and shall be installed by the subdivider as a requirement improvement;</p> <p>19. Private streets may be allowed upon recommendation by the commission and approval by the council. Private streets shall be constructed to meet the design standards specified in subsection H2 of this section;</p> <p>20. Street signs shall be installed by the subdivider as a required improvement of a type and design approved by the administrator and shall be consistent with the type and design of existing street signs elsewhere in the city;</p> <p>21. Whenever a proposed subdivision requires construction of a new bridge, or will create substantial additional traffic which will require construction of a new bridge or improvement of an existing bridge, such construction or improvement shall be a required improvement by the subdivider. Such construction or improvement shall be in accordance with adopted standard specifications;</p>
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				<p>22. Sidewalks, curbs and gutters may be a required improvement installed by the subdivider; and</p> <p>23. Gates are prohibited on private roads and parking access/entranceways, private driveways accessing more than one single-family dwelling unit and one accessory dwelling unit, and public rights of way unless approved by the city council.</p>
				<p>No new streets are proposed or required as part of the subdivision application. Bird Dr. meets city standards for right-of-way width and pavement width. The applicant will bring the area between the existing asphalt and the property line up to current city standards as shown in the project plans. Final review of all right of way improvements will be conducted by the City Engineer at the time of building permit approval for the townhouse units.</p>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.040.I	<p>Alley Improvement Requirements: Alleys shall be provided in business, commercial and light industrial zoning districts. The width of an alley shall be not less than twenty feet (20'). Alley intersections and sharp changes in alignment shall be avoided, but where necessary, corners shall be provided to permit safe vehicular movement. Dead end alleys shall be prohibited. Improvement of alleys shall be done by the subdivider as required improvement and in conformance with design standards specified in subsection H2 of this section.</p>
			<i>Commission Findings</i>	<p>This standard does not apply as the subject property is not within a business, commercial, or light-industrial zone district and no alleys exist.</p>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.040.J	<p>Required Easements: Easements, as set forth in this subsection, shall be required for location of utilities and other public services, to provide adequate pedestrian circulation and access to public waterways and lands.</p> <ol style="list-style-type: none"> 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

			<p>approved in writing by the ditch company or property owner holding the water rights. A written copy of such approval shall be filed as part of required improvement construction plans.</p> <p>6. Nonvehicular transportation system easements including pedestrian walkways, bike paths, equestrian paths, and similar easements shall be dedicated by the subdivider to provide an adequate nonvehicular transportation system throughout the city.</p>
			<p><i>Commission Findings</i></p> <p>As shown on Sheet 1 of the preliminary plat, the subject property will have a 10-foot public utility easement along Bird Dr. Standards 2-6 do not apply to the project as the property is not adjacent to any of the listed waterways, not adjacent to Warm Springs, does not contain any irrigation infrastructure, and does not include pedestrian or equestrian pathways.</p>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<p>16.04.040.K</p> <p>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.</p>
			<p><i>Commission Findings</i></p> <p>This standard does not apply as this application does not create a new subdivision. Both sublots are directly connected to the City of Ketchum sewer system main found in Bird Dr.</p>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<p>16.04.040.L</p> <p>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.</p>
			<p><i>Commission Findings</i></p> <p>This standard does not apply as this application does not create a new subdivision. Both sublots are directly connected to the City of Ketchum sewer system main found in Bird Dr.</p>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<p>16.04.040.M</p> <p>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</p>

				submit a landscaping plan for such planting strip with the preliminary plat application, and the landscaping shall be a required improvement.
			<i>Commission Findings</i>	This standard does not apply as this application does not create a new subdivision. There are no incompatible uses adjacent to the proposed townhouse sublots.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.040.N	<p>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:</p> <ol style="list-style-type: none"> 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: <ol style="list-style-type: none"> 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: <ol style="list-style-type: none"> 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.
			<i>Commission Findings</i>	This standard does not apply as this application is the townhouse subdivision of an existing subdivision lot. On-site grading for the new detached townhouse units meets all grading requirements and all disturbance will be revegetated per the landscape plan included in the project plans.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.040.O	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.
			<i>Commission Findings</i>	The applicant submitted a site grading and drainage plan with the townhouse subdivision application showing drainage for each subplot. No common drainage courses are utilized or disturbed. The grading and drainage plan meets all requirements and each subplot is managing stormwater runoff independently, not impacting adjacent properties.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.040.P	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.
			<i>Commission Findings</i>	All utilities serving the proposed subdivision are proposed underground including electricity, gas, phone, and cable services. Currently, phone and cable infrastructure are located within the city's right-of-way. Sheet 1 of the preliminary plat shows the relocation of those encroachments to the public utility easement along the front property boundary, out of the right-of-way. Two transformers are located within the public utility easement which will serve the proposed detached townhouse units.
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	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.
			<i>Commission Findings</i>	The proposed townhouse development does not create substantial additional traffic, therefore, no improvements are required.

CONCLUSIONS OF LAW

1. The City of Ketchum is a municipal corporation established in accordance with Article XII of the Constitution of the State of Idaho and Title 50 Idaho Code and is required and has exercised its authority pursuant to the Local Land Use Planning Act codified at Chapter 65 of Title 67 Idaho Code and pursuant to Chapters 3, 9 and 13 of Title 50 Idaho Code to enact the ordinances and regulations, which ordinances are codified in the Ketchum Municipal Code (“KMC”) and are identified in the Findings of Fact and which are herein restated as Conclusions of Law by this reference and which City Ordinances govern the applicant’s Townhouse Preliminary Plat application for the development and use of the subject property.
2. The Commission has authority to review and recommend approval of the applicant’s Townhouse 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 Townhouse Subdivision Preliminary Plat application is governed under Chapter 16.04 of Ketchum Municipal Code.
5. The Snowbird Townhomes-II Townhouse Preliminary Plat application meets all applicable standards specified in Title 16 of Ketchum Municipal Code.

DECISION

THEREFORE, the Commission **recommends approval of** this Preliminary Plat application (File No. P21-059) this Tuesday, April 12, 2022, subject to the following conditions of approval.

CONDITIONS OF APPROVAL

6. The preliminary plat is subject to all conditions of approval associated with Design Review approval 21-062.
7. The preliminary plat is subject to all applicable provisions of the Phased Development Agreement #22764.
8. The Final Plat application shall include a plat note that states the private driveway shall remain open and unobstructed for a minimum width of 20 feet year-round.
9. 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 12th day of April 2022.

Neil Morrow, Chair
City of Ketchum
Planning and Zoning Commission



City of Ketchum
Planning & Building

STAFF REPORT
KETCHUM PLANNING AND ZONING COMMISSION
REGULAR MEETING OF APRIL 12, 2022

- PROJECT:** Bohica Multi-Use
- APPLICATION TYPE:** Design Review (File No. P21-001)
Condominium Subdivision – Preliminary Plat (File No. P21-012)
- APPLICANT:** Mike Brunelle, Brunelle Architects (Architect)
Sean Flynn, Galena Engineering (Engineer)
- PROPERTY OWNER:** Bohica Idaho, LLC
- REQUEST:** Design Review and Preliminary Plat application for the conversion of an existing 6,245 square foot restaurant space and the addition of 3,409 square feet for a 9,764 square foot three story mixed-use building
- LOCATION:** 131 N Washington Avenue - Ketchum Townsite: Block 39: Lot 3
- ZONING:** Community Core – Subdistrict 2 – Mixed Use (CC-2)
- REVIEWER:** Morgan R. Landers, AICP – Senior Planner
- NOTICE:** A public hearing notice for the project was mailed to all owners of property within 300 feet of the project site and all political subdivisions on March 23, 2022. The public hearing notice was published in the Idaho Mountain Express the on March 23, 2022. A notice was posted on the project site and the city’s website on March 23, 2022.

EXECUTIVE SUMMARY

The Applicant is proposing a 9,764 square foot three-story mixed-use development known as Bohica Multi-Use (the “project”), located at 131 N Washington Avenue (the “subject property”). The subject property contains a vacant 6,245 square foot two story building originally approved as a restaurant with second floor outdoor patio/dining space initially constructed in 2008. Prior to vacancy of the structure, the building was the location of the Rustic Moose, Bora Restaurant, Globus, and Boho Lounge. The space has been vacant for at least a year but used for special events intermittently. Sheet A-001 of Attachment C shows the existing building elevations and floor plans.

The subject property is zoned Community Core -Subdistrict 2 - Mixed Use (CC-2) which allows for various commercial uses and multi-family residential. As proposed, the project includes significantly reduced commercial space of approximately 1,400 square feet, a ground floor patio fronting Washington Ave, and three residential dwelling units:

- One 739 square foot community housing dwelling unit on the ground floor off the alley
- One 1,823 square foot dwelling unit on the second floor
- One 3,505 square foot dwelling unit with square footage on the second and third floors

To achieve this development program, the applicant proposes to:

- Ground Level – Convert the ground floor restaurant to retail space, parking, one community housing unit with patio, storage for all residential units, and common/mechanical areas. Retain the ground level façade of the building and ground floor patio fronting Washington Ave.
- Second Level – Convert the restaurant space to residential and expand the existing square footage to accommodate one full dwelling unit, a portion of a second dwelling unit and outdoor private patios for each. Retain a portion of the front outdoor patio for residential use and retain the southernmost portion of the façade. Removal of a semi-circle architectural element that encroaches into the public right-of-way.
- Third Level – Addition of a third floor to accommodate the second level of a dwelling unit and outdoor private patios.

Figures 1 and 2 below show the front elevation of the existing building and proposed building respectively for comparison. Attachment C show the floorplans for the proposed project.



Figure 2: Existing Building



Figure 1: Proposed Building (rendering)

Per the project plans, the commercial space is intended to be retail because it does not generate a parking demand per Chapter 17.125 of the Ketchum Municipal Code (KMC). The project proposes one surface parking space and two garage spaces accessed from the alley which meet the parking requirements for the residential uses proposed. The project is proposing to take advantage of the Floor Area Ratio (FAR) bonus for Community Housing, mitigating the additional floor area by dedicating one for-sale deed restricted unit on-site with no additional cash-in-lieu fee required. The proposed FAR for the project is 1.8, which is less than the maximum 2.25 FAR for density bonuses in the Community Core. See Attachment F for the FAR calculations for the project.

The project proposes to construct improvements to the right-of-way per the City of Ketchum improvement standards including, asphalt, curb and gutter, and sidewalks. All improvements to the right-of-way will be reviewed and approved by the City Engineer and Streets Department prior to issuance of a building permit. The project proposes to snowmelt the sidewalks adjacent to the project and all ground level patios adjacent to the alley and Washington Ave. An encroachment permit approved by the City Council will be required for the snow melt system.

Design Review Approval

The existing building received Design Review approval in 2008 (File No 08-001). As the proposed project is not the full demolition and reconstruction of a new building, staff reviews the partial demolition and expansion of the building against the original design review approval to ensure all conditions and restrictions are met with the new project. See below for information regarding the original design review approval.

Emergency Ordinance and Policy Statement

Prior to the submittal of the applications, staff met with the applicant to review the proposed project and provide feedback. Initial comments to the applicant indicated that the proposed project did not meet the goals

and objectives of the comprehensive plan related to diversity of housing and vibrancy in the downtown the community is trying to achieve. Specifically, staff expressed concerns related to the significant reduction in commercial space, the low number of total dwelling units, and the large size of the proposed dwelling units. The applicant elected to move forward with the proposed project with minimal changes. Through the processing of the applications, staff kept the applicant abreast of the activities of the Commission related to the pending emergency ordinance and policy statement for successful projects and provided opportunities for the applicant to revise the project. Under the proposed ordinance, the project would be required to provide five dwelling units instead of the three proposed. Keeping the existing residential square footage would mean an average unit size of 1,213 square feet. Larger unit sizes could be accommodated by increasing the proposed floor area as the proposed project is under the maximum FAR for density bonus projects.

The interim ordinance and policy statement recommended to City Council at the March 29, 2022, meeting of the Commission has not been approved as of the date of this report. Staff believe this project is a good example of what the city is hoping to limit with the proposed ordinance and policy statement and shows that the proposed ordinance is feasible for interior lots within the Community Core. Development projects of this program are not only contrary to the goals and objectives of the comprehensive plan, but they erode the vibrancy of the downtown by reducing active commercial uses and limiting high density residential development potential.

BACKGROUND

The City of Ketchum received an application for Pre-Application Design Review on January 3, 2022. During evaluation of the pre-application for completeness, the city passed Ordinance 1231 amending the types of projects that require pre-application design review. The proposed project did not fall under the amended project list and therefore staff gave the applicant the option to move forward with pre-application or resubmit for Final Design Review. The applicant resubmitted a Final Design Review and condominium preliminary plat application on February 14, 2022. The Design Review and Preliminary Plat applications have been reviewed concurrently and were deemed complete on March 30, 2022.

CONFORMANCE WITH DESIGN REVIEW APPROVAL 08-001

Development of the subject property began in 2007 with a pre-application design review request (P07-019) for a two-story restaurant with a significant glass solarium on the front building façade, surface parking in the rear, and minimal outdoor space. Comments from the Planning and Zoning Commission at the pre-application meeting resulted in a redesign of the building in 2008 when the final design review application was submitted for what exists today (P08-001). Prior to construction of the existing building, the property was vacant.

Design Review criteria in 2008 varies from today. The Design Review criteria was much more detailed by architectural element or component of the project, and included individual criteria for building facade, roofs, awnings, mechanical equipment and service areas, public open space, lighting, bicycle parking and streetscape. See Attachment A for the findings of fact for the existing building. As outlined above, the proposed project retains the full ground floor façade and public plaza. and much of the second-floor façade. As such, the project is retaining much of the character defining architectural elements reviewed and approved in the initial design review approval.

The design review application was approved with 14 conditions of approval as outlined in Attachment A. All conditions were related to items required prior to building permit application for the approved project or other elements of public improvements that have since been completed. No conditions of approval relate to elements of the project that would influence redevelopment or expansion of the building in the future.

CONFORMANCE WITH COMPREHENSIVE PLAN

The City of Ketchum's 2014 Comprehensive Plan is the guiding document to assist the city in decision making when addressing population growth and the systems that support that growth, such as housing, transportation, and the economy. The comprehensive plan contains the community's vision for Ketchum and sets goals and policies to guide future development. This vision is shaped by 10 core values identified by Ketchum residents as important to consider for all future land use decision. The community's core values include enhancing downtown vibrancy and protecting Ketchum's character.

- **VIBRANT DOWNTOWN** - Our downtown core is critical to the economic health and well-being of Ketchum. It functions as both an economic engine and the symbolic "heart and soul" of the City. We will preserve this vibrant commercial area as a place where local businesses can thrive and where people can congregate. Downtown must be a place that people can reach easily by foot, bike, and transit. We will continue to reinforce the downtown as the City's primary business district, retail core, and key gathering place for residents and visitors for shopping, dining, and entertainment. Enhancements and efforts to support events, the arts, and Ketchum's history and culture will make downtown an even greater community asset.
- **A VARIETY OF HOUSING OPTIONS** - Ketchum values a community where people who wish to work and live here can do so. With housing and land prices expected to grow and wages expected to remain relatively constant, the community must explore ways to ensure that citizens have a reasonable choice of housing. Ketchum strives to use creative solutions to housing diversity by looking to partnerships, evaluating zoning, density, and infill policies; removing barriers, and creating incentives to achieve our goals. In order to maintain a strong economy with a base of jobs and a diverse demographic of residents, it is important for the community to provide a varied supply of housing choices—both year-round work force housing and second homes for seasonal residents.

Housing and the economy are inextricably linked. The comprehensive plan states that one of the primary issues to achieving a strong and diverse economy is housing. "There are not enough affordable or varied housing options for existing employees and potential new workers" as noted on page 15. The comprehensive plan includes numerous goals and objectives related to achieving a vibrant downtown and housing options for the community including:

- **Goal E-1:** Ketchum will work to retain and help expand existing independent small local businesses and corporations.
- **Goal H-1:** Ketchum will increase its supply of homes, including rental and special-needs housing for low-, moderate- and median-income households.
- **Policy H-1.4 Integrated Housing in Business and Mixed-Use Areas:** Housing should be integrated into the downtown core and light industrial areas, and close to the ski bases. The resulting mix of land use will help promote a greater diversity of housing opportunities as well as social interactions.
- **Policy H-3.1 Mixture of Housing Types in New Development:** The City will promote the siting of higher density housing near public transportation, the ski base areas, shopping, and designated neighborhoods and districts.

The proposed project does not move the goals and objectives of the comprehensive plan forward. Specifically, the elimination of a large restaurant space for smaller retail space exchanges a vibrant and active evening use for less active day-time use. Locating and constructing restaurant space is known to be very difficult as land prices are high and restaurant equipment is extremely expensive. Losing an existing restaurant space eliminates the opportunity for another restaurant to locate there.

Although the project proposes to include one on-site community housing unit, the remaining use of the space is not well utilized to maximize commercial or residential potential of the site. The ground floor of the project dedicates significant available square footage to circulation and common areas, garage, and storage space for

the upper floor residential units rather than providing smaller units that require less parking and increased commercial space on the ground floor.

CONFORMANCE WITH ZONING AND DESIGN REVIEW STANDARDS

Per Ketchum Municipal Code (KMC) §17.96.010.A – *Applicability*, design review is required for all new multi-family dwellings. Before granting Design Review approval, the Commission must determine that the application meets two criteria: (1) the project doesn't jeopardize the health, safety, or welfare of the public, and (2) the project conforms to all Design Review standards and zoning regulations (KMC §17.96.050.A).

Conformance with Zoning Regulations

During department review, city staff reviewed the project for conformance with all applicable zoning code requirements including uses, dimensional limitations, signage, parking, development standards, and dark skies. The project is in conformance with all applicable zoning code requirements and standards. Please see Attachment F for a full review of dimensional standards.

Conformance with Design Review Improvements and Standards

During department review, city staff reviewed the project for conformance with all applicable design review improvements and standards outlined in KMC §17.96.060 – *Improvements and Standards*. Staff also review the project for conformance with KMC §17.96.070 – *Community Core (CC) Projects*. Finally, staff reviewed the project for conformance with all corresponding city code requirements related to right-of-way improvements including but not limited to sidewalks, street lighting, alleys, and on-street parking. Staff believes that either a requirement is not applicable due to the scope of the project, or requirements are met. Please see Attachment G for a review of all design review improvements and standards.

CONFORMANCE WITH SUBDIVISION STANDARDS

During Department Review, staff reviewed the preliminary plat application for conformance with KMC 16.04.030 – *Procedures for subdivision approval*, KMC 16.04.040 – *Development and Design*, and KMC 16.04.070 – *Condominiums*. Please see Attachment H for the review of all requirements and standards. Where "N/A" is checked, the standard is not applicable for one of two reasons:

- The standard applies to the creation of new subdivisions, not the subject property, which is an existing platted lot within the Ketchum Townsite.
- 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

Staff does not believe the project meets the goals and objectives of the comprehensive plan. The proposed project does conform with the design review improvements and standards and the requirements for a condominium preliminary plat. As such, staff recommends the Commission consider the project materials and staff analysis and provide direction to staff and the applicant on the applications.

Should the commission choose to support the application as proposed, staff recommends the following conditions of approval for each application as follows:

Design Review (P22-001)

1. This design review approval is based upon the project plan set dated March 15, 2022, as prepared by the project team outlined on the Cover Sheet (CS). Any change in use, square footage of uses, or

exterior facades must be reviewed and approved through the design review process and criteria as stipulated in the Ketchum Municipal Code at the time of design review application.

2. In exchange for an increase in FAR, a voluntary community housing contribution of 679 square feet is required. A Floor Area Ratio Exceedance Agreement between the applicant and the City to memorialize the community housing contribution shall be signed prior to approval of the condominium preliminary plat for the project.
3. A photometric study to determine whether a streetlight is required must be completed and submitted with the building permit application for the project to be reviewed and approved by the City Engineer.
4. Prior to issuance of a building permit for the project, an Encroachment Agreement shall be approved by the City Council addressing the snowmelt within the public right-of-way.
5. Final civil drawings prepared by an engineer registered in the State of Idaho which include specifications for right-of-way, utilities, and drainage improvements shall be submitted for review and approval by the City Engineer, Streets, and Utilities departments prior to issuance of a building permit for the project.
6. The term of Design Review approval shall be twelve (12) months from the date that the Findings of Fact, Conclusions of Law, and Decision are adopted by the Commission or upon appeal, the date the approval is granted by the Council subject to changes in zoning regulations.
7. In addition to the requirements set forth in this Design Review approval, this project shall comply with all applicable local, state, and federal laws.

Condominium Preliminary Plat (P22-012)

1. The preliminary plat is subject to all conditions of approval associated with Design Review approval P22-001. Changes to the design review approval may require changes to the preliminary or final plats filed for the project.
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.

ATTACHMENTS:

- A. Design Review Approval 08-012 Findings of Fact
- B. Application Materials – Design Review application and supplemental materials
- C. Application Materials - Design Review Plan Set
- D. Application Materials – Preliminary Plat application and supplemental materials
- E. Application Materials – Preliminary Plat Plan Set
- F. Zoning and Dimensional Standards Evaluation
- G. Design Review Standards Evaluation
- H. Preliminary Plat Requirements Evaluation

IN RE:) **KETCHUM PLANNING AND ZONING**
) **COMMISSION - FINDINGS OF FACT,**
Rustic Moose Design) **CONCLUSIONS OF LAW AND DECISION**
Review)
)
File Number: 08-001)

BACKGROUND FACTS

OWNER: Ketchum Tree, LLC, represented by Harold Johnson, AIA
REQUEST: Design Review of a new building in the Community Core
LOCATION: Lot 3, Block 39, Ketchum Townsite
131 Washington Avenue
NOTICE: Adjacent property owners mailed notice on July 17, 2008
ZONING: Community Core (CC)

PERMITTED LAND USE: Restaurants, bars, cafes/ Bakeries and delis

PARKING REQUIREMENTS:

Lot area:	5505 sq. ft	4/ 5500 sf. min. required
Restaurant Space:	4695 sq. ft.	2/ 1000 sf. gross required
Residential:	0 sq. ft.	

TOTAL SPACES REQUIRED: 9 spaces $4695 / 1000 = 4.695 \times 2 = 9.39$

PROPOSED: 4 spaces

GARAGE: 0 **ON-STREET CREDIT:** 4

TOTAL SPACES PROPOSED: 8

IN-LIEU SPACES: 1 Space (in-lieu fee to be determined by City Council)

SNOW STORAGE:

Snowmelt system is proposed.

LOT AREA: 5505 square feet

LOT WIDTH: 55 ft

FAR: .85 proposed **Max FAR:** 1.0

NUMBER OF RESIDENTIAL UNITS: This project does not have a residential component. Residential units are not required.

SUBDISTRICT: C – Urban Residential

BUILDING TYPE: Type 3 – Neighborhood Mixed Use

PROJECT TOTAL SQUARE FOOTAGE: 4695 sq ft (including circulation)
4498 sq ft (gross, per Code definition)

GENERAL FINDINGS OF FACT

1. The applicant is requesting community core (CC) design review approval of a commercial building that will be 4,695 square feet in size. The building will contain the Rustic Moose restaurant.
2. The project site is the vacant lot between Business as Usual and Solavie located at 131 Washington Avenue.
3. The applicant is not proposing any residential or community housing units in this development. TDRs will not apply to this proposal. Residential units are not a requirement for this project.
4. The applicant will be proposing a parking plan and requesting to pay an in-lieu fee for one (1) parking space. This fee will be required prior to the issuance of any building permits.
5. The applicant is not requesting any waivers for design requirements.

EVALUATION STANDARDS

17.64.020 Design Review Regulations and Guidelines

17.64.020.E. All Building Facades

STANDARD DR.E-1a: Facades shall be designed with both solid surfaces and window openings to avoid the creation of blank walls and glass curtain walls. Blank walls on all facades that front a park, street, avenue, alley, plaza, or other public spaces are prohibited.

Finding: Glass is used extensively on the Washington Ave. façade of the building. A variety of materials provide variation in the building façade and between the building floors. The alley elevation and facades facing interior lot lines are simpler in nature. The alley elevation is primarily a blank wall.

Conclusion: This standard is met with that condition that the alley façade include a metal cap of the top of the first floor where the second story steps back.

STANDARD DR.E-1b: On all facades, a clear visual distinction between each floor shall be provided.

Finding: The street facing façade has strong presence, which includes the use of glass, metal, and stone materials. The first floor of the street facing façade is clearly defined through the use of the

glass and entryway design with a marquee. On the alley elevation, the building is less distinguishable between floors. The only design element that divides the floors of the alley elevation is the stairwell.

Conclusion: This standard is met with that condition that the alley façade include a Cor-tin metal cap of the top of the first floor where the second story steps back.

STANDARD DR.E-1c: Stairways shall have a design that is compatible with overall structure. Stairs shall not have a tacked-on appearance or look like their design was an addition or afterthought.

Finding: One stairwell is provided at the rear of the building at the alley. The stairway will have a metal guardrail. The stairway is designed to be compatible with the building and the overall design.

Conclusion: This standard is met.

STANDARD DR.E-1d: All sides of the facade shall be designed with similar architectural elements, materials, and colors as the front façade. However, the design of side and rear facades may be simpler, more casual, and more utilitarian in nature.

Finding: All facades are designed with similar architectural features including stucco, and metal. The sides of the building (north and south) are built to the lot line and will not be viewed. The rear of the building is utilitarian.

Conclusion: This standard is met.

17.64.020.F. Mixed-Use/Hotel building Facades

STANDARD DR.F-1a: Front building facades, as well as all facades that front a plaza, or pedestrian walkway, shall be designed with:

1. Ground floor storefront windows and doors that utilize clear transparent glass in order to provide clear views of storefront displays from the street, and/or to allow natural surveillance of the street and adjacent outdoor spaces. Mirror and tinted glass, including solar bronze and interior film, is prohibited.
2. Upper floor window openings that have a vertical orientation and proportion. Mirror and tinted glass is prohibited on upper floor facades.

Finding: The front façade of the building along Washington Ave. utilizes a significant amount of window glass on both floors. None of the windows will be tinted or mirrored. The building use will be a restaurant; there will not be any window displays.

Conclusion: This standard is met.

STANDARD DR.F-1b: Elements of traditional “Main Street” storefronts shall be used in the facades of traditional mixed-use buildings. These elements include recessed entry door(s), display windows, the kickplate or bulkhead, transom windows, cornice and pediment.

Finding: The design of the storefronts and overall design of the building does not incorporate traditional “Main Street” elements. The design of this building is contemporary. The building does incorporate a wood trellis on the second floor to give the building a more “rustic” element. Planter boxes on the front of the site add a touch of nature and provide vibrancy.

Conclusion: This standard is not met. The building design does not have a traditional “main street” design.

17.64.020.I. Roofs

STANDARD DR.I-1a: Roofing forms and materials shall be compatible with the overall style and character of the structure. Reflective materials are prohibited.

DR.I-1b: A relatively consistent roof design (including overhangs, pitch, fascia, materials, and eaves) shall be provided on all sides of the building.

DR.I-1c: All roofs shall be designed with snow clips, gutters, and downspouts to prevent water damage and stains on building facades, and to protect pedestrians and adjoining properties from dripping water and sliding snow.

Finding: The roof will be flat with parapets. Drainage from the roof shall be designed not to damage building facades or drip water on adjacent properties or City Right of Way. The applicant has indicated that the flat roof will have internal drains. The flat roof design is consistent for the entire building. No reflective materials are proposed. A roof drainage plan shall be provided prior to issuance of a building permit.

Conclusion: This standard is met.

STANDARD DR.I-1d: Mechanical equipment on roofs shall be screened from public views from all sidewalks, plazas, parks, public spaces, and pedestrian walkways.

Finding: The roof plan indicates that all rooftop mechanical equipment will be screened from public view. The enclosure for the exhaust fan equipment will be located on the east side of the roof.

Conclusion: This standard is met. It is a condition of approval that all roof top mechanical equipment be vertically screened.

STANDARD DR.I-1e: Roof overhangs, such as cornices, and eaves, may extend out from the façade of the building. However, roof overhangs shall not extend over a neighboring parcel or more than 3 feet over a public sidewalk.

Finding: No overhangs extend onto neighboring properties.

Conclusion: This standard is met.

17.64.020.J. Awnings and Marquees

STANDARD DR.J-1: The following standards apply to projecting awnings and marquees:

- a. The valance, or front face, of an awning shall not exceed 18 inches in height

- b. Awnings and marquees shall not obscure views into storefront display windows or cover architectural expression lines or details
- c. Awnings may have signs (refer to Sign Ordinance).
- d. High gloss or plastic materials are prohibited

Finding: One marquee is proposed for the front entrance of the building. The valance is approximately 18 inches in height. The marquee is incorporated into the building design and does not cover any architectural or other building façade elements, including windows. No signage is proposed at this time. All signage will require sign permits. The portion of the marquee over the entryway (along Washington Avenue) protrudes three feet six inches into the right-of-way. This can be seen on the roof plan. The Planning and Zoning Commission approves of a five foot encroachment into the public right-of-way.

Conclusion: This standard is met. The applicant is required to meet all applicable building codes and is also required to obtain a right-of-way encroachment permit prior to the issuance of any building permits.

17.64.020.O. Public Open Space

STANDARD DR.O-1: Public open spaces shall be designed to enhance the site and/or building as a place for pedestrians and shall include the following:

1. Trash receptacles.
2. A combination of landscaping and paved surfaces.
3. Pedestrian scaled lighting.
4. Amenities or features that encourage people to gather. Such features include (but are not limited to) outdoor seating, spas/hot tubs, pools, barbeque facilities, outdoor fireplaces, public art, fountains, kiosks, planters, and outdoor dining areas.

Finding: The proposed development will have outdoor seating for the restaurant located at the street level, behind raised planters. This seating will be along the Washington Ave. frontage. The applicant stated that there will not be any trash receptacles and the restaurant will remove trash.

Conclusion: This standard is met.

STANDARD DR.O-1b: Public open spaces shall be useable throughout the year. These spaces shall either be heated for snow removal or maintained to remove snow during the winter months.

Finding: Outdoor seating will only be in use during good weather and not throughout the full year. The Washington Ave. entrance, outdoor seating area, and sidewalk will be maintained by the owner during winter months. A snow-melting system is proposed for the outdoor seating and sidewalk areas. Staff recommends that some public art, or seating benches, be placed in the ground-level outdoor seating area during the winter months. This will maintain visual interest in the open space and make it usable.

Conclusion: This standard is met.

17.64.020.P. Service Areas

STANDARD DR.P-1a: Trash disposal areas and shipping and receiving areas shall be located within parking garages or to the rear of buildings. Trash disposal areas shall not be located within the public right-of-way and shall be screened from public views from streets, avenues, alleys, pedestrian walkways, sidewalks, plazas, and public spaces. Trash disposal areas with appropriately designed enclosures or screens may be allowed within rear parking lots, but in no case shall the disposal area be allowed along the street frontage.

DR.P-1b: Trash disposal areas shall be screened from public views from all sidewalks, streets, plazas, and public spaces. Trash enclosures shall be used to store outdoor garbage containers or dumpsters.

DR.P-1c: Garbage containers or dumpsters shall be kept in enclosures at all times, except when being emptied.

DR.P-1d: Trash enclosures shall be maintained and the surrounding area kept free of debris.

DR.P-1e: The location of trash enclosures shall not interfere with vehicular and pedestrian access and movement.

DR.P-1f: The number of trash receptacles per unit shall be provided based on formulas provided by trash disposal companies.

DR.P-1a through DR.P-1f Finding: Trash containers will be kept in an enclosure and will be picked up in the alley. The applicant's proposal has been approved by Clear Creek Disposal. The trash enclosure is required to have a roof.

Conclusion: This standard is met with the condition that the trash enclosure have a roof and be constructed of the same materials as the primary structure.

17.64.020.Q. Mechanical and Electrical Equipment

STANDARD DR.Q-1: The following shall not be located within the public right-of-way and shall be screened from public views from streets, pedestrian walkways, sidewalks, plazas, and public spaces:

- a. Electric and water utility meters
- b. Power transformers and sectors
- c. Heating/ventilation/cooling equipment
- d. Irrigation and pool pumps
- e. Satellite dishes greater than 18" in diameter
- f. Antennas
- g. Rooftop mechanical equipment
- h. Other mechanical equipment

DR.Q-2: Appropriate methods of screening include fencing, landscaping, roof parapets, and equipment enclosures. The design of screening devices shall be compatible with the main structure and conform to other sections of this Code. Noise levels of mechanical equipment shall be minimized. All utility and communication lines serving the site shall be underground.

DR Q-1, Q-2 Finding: Utility meters and the power transformer box are located on the alley frontage. All meters, equipment, and power transformers are located within the property boundary.

No screening is provided. Idaho Power has agreed to service this development. It is a condition of approval that all roof top equipment will be vertically screened.

Conclusion: This standard is met with the condition that all roof top equipment will be vertically screened.

17.64.020.T. Site Lighting

STANDARD DR.T-1a: The following areas shall be illuminated at night to insure the safety of users and to minimize opportunities for crime. Illumination shall conform to the City of Ketchum Dark Sky Ordinance.

1. Intersection of streets.
2. Intersection of alleys and streets.
3. Surface parking lots.
4. Parking structures, including access points elevators, and stairwells.
5. Pedestrian walkways and paths.
6. Plazas.
7. Sidewalks.
8. Automated Teller Machines (ATMs).
9. All entrances to buildings, including rear and service entrances.
10. Garbage disposal areas.
11. Alleys.
12. Other areas that are routinely used by pedestrians.

Finding: No lighting plan has been provided. A lighting plan shall be reviewed prior to issuance of a building permit.

Conclusion: This standard is not met. No lighting plan has been provided. It will be a condition of approval that all exterior lighting meet the standards of the Dark Sky Ordinance. Lighting will be recessed and downward facing. Areas of building entry, and the sidewalk will be properly illuminated.

STANDARD DR.T-21b: Site, building, and sign lighting shall be located and directed to light the intended area of illumination and to prevent off-site glare impacts on adjacent buildings or properties.

Finding: This standards is not met. No lighting plan has been provided.

Conclusion: As a condition of approval; Lighting will be downward facing. A lighting plan will be reviewed prior to the issuance of any building permits.

17.64.020.W. BICYCLE PARKING

STANDARD DR.W-1a through DR.W-1i: All developments within Downtown are required to have bicycle parking.

DR.W-1a.- DR.W-1i Findings: This project requires two bike racks for the development. 20% of the required parking = 1.8 bike racks. A minimum of 2 racks per lot are required. The bike rack design will be reviewed with the building permit.

Conclusion: This standard is met with the condition that the bike racks be installed prior to the issuance of a Certificate of Occupancy.

17.64.020.X. STREETS AND STREETSCAPES

STANDARD DR.X-1a through DR.X-1t: Streetscape improvements shall be designed in compliance with the City approved cross-sections for Downtown Streets.

Findings: The applicant will install a new sidewalk constructed of pavers that will contain heating elements. The sidewalk will be constructed to City standards and maintained by the property owner throughout the year. There will not be any streetlights or streetscape furniture. The on-street parking spaces along Washington Ave. exist and will not be altered. On-street signage may be required to be installed by the developer at the request of the Street Department.

Conclusion: These standards are met.

CONCLUSIONS OF LAW

1. The City of Ketchum is a municipal corporation organized under Article XII of the Idaho Constitution and the laws of the State of Idaho, Title 50, Idaho Code.
2. Under Chapter 65, Title 67 of the Idaho Code, the City has passed a land use and zoning code, Title 17.
3. The Commission has authority to hear the applicant's Design Review Application pursuant to Chapter 17.96 of Ketchum Code Title 17.
4. The City of Ketchum Planning Department provided adequate notice for the review of this application.
5. The project **does** meet the standards of approval under Chapter 17.96 of Zoning Code Title 17.

DECISION


THEREFORE, the Ketchum Planning and Zoning Commission **approves** this Design Review Application this 31st day of July, 2008, subject to the following conditions:

1. Ketchum City Engineer, Utilities, Street, Fire and Building Departments requirements shall be met;
2. Design Review approval shall expire one (1) year from the date of approval;
3. Design Review elements shall be completed prior to final inspection/occupancy;
4. This Design Review approval is based on the plans (dated 1-6-2008 from Wright, Bryant, & Johnson) and information presented and approved at the meeting on the date noted herein. Building Permit plans must conform to the approved Design

Review plans unless otherwise approved in writing by the Commission or City Planner. Any building or site discrepancies which do not conform to the approved plans will be subject to removal;

5. Installation of two (2) bike racks are required prior to issuance of a certificate of occupancy;
6. Prior to issuance of a building permit, the applicant shall submit all exterior lighting fixtures for approval by the Planning Director. All lighting shall comply with the Dark Sky ordinance requirements;
7. The applicant is responsible for frontage improvements along Washington Avenue as approved by the City. Prior to occupancy of the building, the applicant shall install all frontage improvements as required by the City;
8. Prior to issuance of a building permit, the City Council shall consider and make a decision on the parking in-lieu fee. The required fee must be paid prior to issuance of any building permits;
9. The dumpster enclosure shall have a roof. The enclosure shall be constructed of the same building materials as the primary building;
10. All roof top mechanical equipment shall be vertically screened;
11. The top of the first floor of the alley façade will have a cap of the Cor-tin, rusted metal material. The width of the metal cap shall be equal to the width of the cap on the second floor. All rusted metal on all building facades shall be Cor-tin material;
12. Planning staff and a Planning and Zoning Commission member will review the alley elevation prior to issuance of a building permit;
13. The applicant shall enter into an agreement with the City to pay for any sidewalk and landscaping improvements if and when the sidewalk along Washington Avenue is widened. This agreement shall be completed prior to issuance of any building permits;
14. The applicant shall obtain a right-of-way encroachment permit prior to the issuance of a building permit.

Findings of Fact **adopted** this 8th day of September, 2008.



Rich Fabiano, Co-Chair
Ketchum Planning and Zoning Commission



City of Ketchum
Planning & Building

OFFICIAL USE ONLY	
File Number:	P20-001
Date:	2/14/22
By:	
Fee:	1100 paid, changed to balance of fee
Approved Date:	
Denied Date:	
By:	
ADRE: Yes <input type="checkbox"/> No <input type="checkbox"/>	

Design Review Application

APPLICANT INFORMATION

Project Name: Bohica Multi-Use	Phone: 208/720-0438
Owner: Bohica Idaho LLC	Mailing Address: PO Box 1129, Ketchum, Idaho 83340
Email: ktrizau@gmail.com	
Architect/Representative: Brunelle Architects	Phone: 208/589-0771
Email: mike@brunellearchitects.com	Mailing Address: PO Box 3204, Hailey, Idaho, 83333
Architect License Number: AR-984536	
Engineer of Record: Galena Engineering	Phone:
Email: sflynn@galena-engineering.com	Mailing Address: 317 N River St Hailey, ID 83333
Engineer License Number: 12497	

All design review plans and drawings for public commercial projects, residential buildings containing more than four (4) dwelling units and development projects containing more than four (4) dwelling units shall be prepared by an Idaho licensed architect or an Idaho licensed engineer.

PROJECT INFORMATION

Legal Land Description: Ketchum Lot 3, Block 39
Street Address: 131 N Washington Ave
Lot Area (Square Feet): 5500 SF
Zoning District: Community Core - Subdistrict 2
Overlay District: <input type="checkbox"/> Floodplain <input type="checkbox"/> Avalanche <input type="checkbox"/> Mountain
Type of Construction: <input type="checkbox"/> New <input checked="" type="checkbox"/> Addition <input checked="" type="checkbox"/> Remodel <input type="checkbox"/> Other
Anticipated Use: Multi-Use (Retail, Residential) Number of Residential Units: 3

TOTAL FLOOR AREA

	Proposed		Existing	
Basements	0	Sq. Ft.	0	Sq. Ft.
1 st Floor	4071	Sq. Ft.	3997	Sq. Ft.
2 nd Floor	3443	Sq. Ft.	1124	Sq. Ft.
3 rd Floor	2140	Sq. Ft.	1124	Sq. Ft.
Mezzanine		Sq. Ft.		Sq. Ft.
Total	9654	Sq. Ft.	6245	Sq. Ft.

FLOOR AREA RATIO

Community Core: 1.8	Tourist:	General Residential-High: <i>ADDDNG 3409 sq ft</i>
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BUILDING COVERAGE/OPEN SPACE

Percent of Building Coverage: .72

DIMENSIONAL STANDARDS/PROPOSED SETBACKS

Front: 5'-0" average	Side: 0	Side: 0	Rear: 3'-0"
Building Height: 42'-0"			

OFF STREET PARKING

Parking Spaces Provided: 4 (On site - 2 exterior, 2 within structure)
Curb Cut: 0 Sq. Ft. %

WATER SYSTEM

<input checked="" type="checkbox"/> Municipal Service	<input type="checkbox"/> Ketchum Spring Water
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The Applicant agrees in the event of a dispute concerning the interpretation or enforcement of the Design Review Application in which the city of Ketchum is the prevailing party, to pay the reasonable attorney fees, including attorney fees on appeal and expenses of the city of Ketchum. I, the undersigned, certify that all information submitted with and upon this application form is true and accurate to the best of my knowledge and belief.

Mike Brunelle

2/12/22

Signature of Owner/Representative

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.

**DESIGN REVIEW EVALUATION STANDARDS
(May not apply to Administrative Design Review):**

17.96.060: IMPROVEMENTS AND STANDARDS FOR ALL PROJECTS

A. Streets:

1. The applicant shall be responsible for all costs associated with providing a connection from an existing city streets to their development.
2. All streets designs shall be in conformance with the right-of-way standards and approved by the Public Works Director.

B. Sidewalks:

1. All projects under 17.96.010(A) that qualify as a "Substantial Improvement" shall install sidewalks in conformance with the right-of-way standards. Sidewalk improvements may be waived for projects that qualify as a "Substantial Improvement" which comprise additions of less than 250 square feet of conditioned space.
2. 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.
3. 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.
4. The city may approve and accept voluntary cash contributions in-lieu of the above described improvements, which contributions must be segregated by the city and not used for any purpose other than the provision of these improvements. The contribution amount shall be one hundred ten percent (110%) of the estimated costs of concrete sidewalk and drainage improvements provided by a qualified contractor, plus associated engineering costs, as approved by the Public Works Director. Any approved in-lieu contribution shall be paid before the city issues a certificate of occupancy.

C. Drainage:

1. All storm water shall be retained on site.
2. Drainage improvements constructed shall be equal to the length of the subject property lines adjacent to any public street or private street.
3. The Public Works Director may require additional drainage improvements as necessary, depending on the unique characteristics of a site.



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

Brunelle Architects Inc
PO BOX 3204
Hailey Idaho 83333-3204
208-589-0771

December 9th, 2021

RE: 131 N Washington Ave, Ketchum Idaho 83340

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



December 27, 2021

Ritzau-Boho Building
Po Box 1129
Ketchum, Id 83340

To whom it may concern,

Thank you for your inquiry about electrical service at 131 N Washington Ave
Ketchum, Id 83340

This property is located within Idaho Power's service area in the state of Idaho .

Idaho Power will provide electrical service to this location once any required easement or right of way are obtained by Idaho Power and/or the Customer, and in compliance with the statutes of the State of Idaho/Oregon and the Idaho Power tariffs on file with our regulators. Tariffs include the General Rules and Regulations that covers new service attachments and distribution line installations or alterations.

To start new service or obtain more information about new service, visit our website:
<https://www.idahopower.com/service-and-billing/> . You may also contact Idaho Power's Customer Care Team at 208-388-2323, or 1-800-488-6151 (outside the Treasure Valley).

This project site and existing electrical transformer requirements and service relocation has been reviewed by Idaho Power. No alteration is required or needed to the existing three phase transformer on site. The underground service will be relocated to the building when ready.

Sincerely,

Cyndi Bradshaw

Cyndi Bradshaw
Distribution Designer
Cbradshaw@Idahopower.Com
208-788-8002

C L E A R C R E E K D I S P O S A L

February 7, 2022 Ketchum, ID 83340 • Phone 208.726.9600 • www.ccdisposal.com

Planning & Zoning
City of Ketchum
P O Box 2315
Ketchum, ID 83340-2315

Re: 131 Washington Ave N, Version 2

To whom it may concern,

Please allow this letter to serve that Mike Brunelle, Architect has engaged in conversations with me, regarding the new building mentioned above. This building will house one commercial space @1200 sq ft and three single family homes. After reconsidering, the developer has chosen to use a Garbage Glider and 1-1 ½ Cubic Yard dumpster for garbage service.

There is enough space and access to service the dumpster adequately, utilizing a "Garbage Glider" as indicated on the enclosed plan. This scenario will only work with a mechanized mode of transporting the dumpsters to the alley for servicing. (Snow, Ice, Weight)

This site when finished as per the plans will satisfy all concerns for the safe and efficient removal of garbage via the alley. I would like to mention that this is an example of high-quality planning that will benefit the owners of this site, neighbors, and the city. If I may be of further assistance during this process or in the future, please call.

If you have any questions regarding this project, please don't hesitate to call.

Sincerely,



Mike Goitiandia
Clear Creek Disposal

.131 Washington Ave N - 2





City of Ketchum
Planning & Building

OFFICIAL USE ONLY	
Application Number:	
Date Received:	
By:	
Fee Paid:	
Approved Date:	
By:	

Subdivision Application

Submit completed application and payment to the Planning and Building Department electronically to planningandzoning@ketchumidaho.org. Once your application has been received, we will review it and contact you with next steps. If you have questions, please contact the Planning and Building Department at (208) 726-7801. To view the Development Standards, visit the City website at: www.ketchumidaho.org and click on Municipal Code.

APPLICANT INFORMATION			
Name of Proposed Subdivision: Bohica Idaho LLC			
Owner of Record: Bohica Idaho LLC			
Address of Owner: PO Box 1129, Ketchum, Idaho 83340			
Representative of Owner: Mike Brunelle			
Legal Description: Ketchum Lot 3, Block 39			
Street Address: 131 N Washington Ave			
SUBDIVISION INFORMATION			
Number of Lots/Parcels: 4			
Total Land Area: 5500sf			
Current Zoning District: Community Core - Subdistrict 2 (Mixed Use)			
Proposed Zoning District: Community Core - Subdistrict 2 (Mixed Use)			
Overlay District: NA			
TYPE OF SUBDIVISION			
Condominium <input checked="" type="checkbox"/>	Land <input type="checkbox"/>	PUD <input type="checkbox"/>	Townhouse <input type="checkbox"/>
Adjacent land in same ownership in acres or square feet: NA			
Easements to be dedicated on the final plat: NA			
Briefly describe the improvements to be installed prior to final plat approval: (1) commercial unit, (3) residential units			
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 tortious 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.

Michael Brunelle

Digitally signed by Michael Brunelle
DN: C=US, E=mike@brunellearchitects.com, CN=Michael Brunelle
Date: 2022.02.14 14:52:27-0700

02/14/2022

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.



WARRANTY DEED

FOR VALUE RECEIVED

131 Washington Avenue, LLC, an Idaho Limited Liability Company,
the Grantor, hereby grants, bargains, sells, conveys and warrants unto
Bohica Idaho, LLC, an Idaho limited liability company
the Grantee, whose current address is: PO Box 1129, Ketchum, ID 83340
the following described premises, to-wit:


Lot 3 in Block 39, of the VILLAGE OF KETCHUM, as shown on the certified copy of the official map thereof, recorded as Instrument No. 302967, records of Blaine County, Idaho.

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

Dated this 20 day of January, 2022.

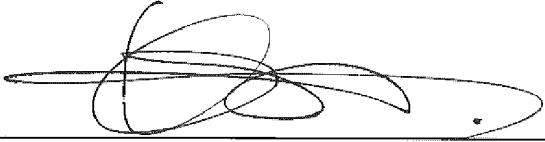
131 Washington Avenue, LLC
an Idaho limited liability company

By: Redwing Marine, Inc., its Sole Member

By: 
William Daniel Weidner, III
President

State of Idaho
County of Blaine

This record was acknowledged before me on 20 day of January, 2022, by William Daniel Weidner, III, as President of Redwing Marine, Inc., Sole Member of 131 Washington Avenue, LLC.



Notary Public Kathy Seal
My Commission Expires: 7.26.2023

(STAMP)





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 EXTRACTIONAL 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




Frederick H. Eppinger
President and CEO


David Hisey
Secretary

Blaine County Title, Inc.
360 Sun Valley Road
P.O. Box 3176
Ketchum, ID 83340
(208) 726-0700

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File No. 2123662

ALTA Commitment For Title Insurance (7-01-2021)

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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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ALTA Commitment For Title Insurance (7-01-2021)

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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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ALTA Commitment For Title Insurance (7-01-2021)

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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 (7-01-2021)

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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:
Loan ID Number:
Commitment Number: 2123662
Issuing Office File Number: 2123662
Property Address: 131 N Washington Ave., Ketchum, ID 83340
Revision Number: 1

1. **Commitment Date:** January 14, 2022 at 8:00 A.M.

2. Policy to be issued:	Proposed Amount of Insurance
(a) 2021 ALTA® Owner's Policy Standard	\$2,345,000.00

Proposed Insured: Bohica Idaho, LLC, an Idaho limited liability company

(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:**

131 Washington Avenue, LLC, an Idaho Limited Liability Company

5. **The Land is described as follows:**

Lot 3 in Block 39, of the VILLAGE OF KETCHUM, as shown on the certified copy of the official map thereof, recorded as Instrument No. 302967, records of Blaine County, Idaho.

STEWART TITLE GUARANTY COMPANY


Authorized Countersignature

STATEMENT OF CHARGES

These charges are due and payable
before a policy can be issued

Owner's Policy:	\$5,740.00
Underwriter remittance disclosure	\$688.80

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ID ALTA Commitment for Title Insurance Schedule A (07-01-2021) SOC

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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.: 2123662- 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.
 - a. Warranty Deed from 131 Washington Avenue, LLC, an Idaho Limited Liability Company to Bohica Idaho, LLC, an Idaho limited liability company to convey the property described herein.
5. The Company requires for its review satisfactory copy of the Operating Agreement and the regulations of the limited liability company, any amendment thereof and satisfactory evidence of authority of the officers, managers, or members to execute the documents for **131 Washington Avenue, LLC**.
6. The Company requires for its review satisfactory copy of the Operating Agreement and the regulations of the limited liability company, any amendment thereof and satisfactory evidence of authority of the officers, managers, or members to execute the documents for **Bohica Idaho, LLC**.
7. Delivery to the Company of the Affidavit as to Debts and Liens. Upon acceptance and review of said Affidavit, title will be subject to such further matters as appear necessary and appropriate following such review.
8. 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.

If you should decide to change lenders within six months, this commitment can be transferred to avoid a cancellation charge.

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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File No. 2123662

ALTA Commitment For Title Insurance Schedule B I (07-01-2021)

Page 1 of 1

AMERICAN
LAND TITLE
ASSOCIATION

ALTA COMMITMENT FOR TITLE INSURANCE (07-01-2021)

SCHEDULE B PART II

ISSUED BY
STEWART TITLE GUARANTY COMPANY

Exceptions

File No.: 2123662- 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.

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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File No. 2123662

ID ALTA Commitment For Title Insurance Schedule B II (07-01-2021)

Page 1 of 2

AMERICAN
LAND TITLE
ASSOCIATION

**ALTA COMMITMENT FOR TITLE INSURANCE (07-01-2021)
SCHEDULE B PART II**

ISSUED BY
STEWART TITLE GUARANTY COMPANY

Exceptions

10. General taxes for the year 2021, a lien in the amount of \$10,944.06, of which the first half due December 20, 2021 are PAID and the second half are due on or before June 20, 2022. (Parcel No. RPK00000390030)
11. General taxes for the year 2022 and subsequent years, which are a lien not yet payable.
12. Water, sewer, rubbish charges of the City of Ketchum.
13. Ketchum rubbish charges billed by Clear Creek Disposal.
14. Right-of-Way Agreement, including the terms and provisions thereof, by and between Ketchum Tree LLC ("Owner") and the City of Ketchum, Idaho, a municipal corporation ("Ketchum"), recorded October 16, 2008 as Instrument No. 562278, records of Blaine County, Idaho.
15. Right-of-Way Agreement, including the terms and provisions thereof, by and between Ketchum Tree LLC ("Owner") and the City of Ketchum, Idaho, a municipal corporation ("Ketchum"), recorded October 16, 2008 as Instrument No. 562279, records of Blaine County, Idaho.
16. Notices of liens if any, in favor of the State Tax Commission, the Department of Labor and Department of Health and Welfare of the State of Idaho filed in the office of the Secretary of State pursuant to Chapter 19, Title 45, Idaho Code. (The Idaho State Tax Commission electronically files liens with the office of the Secretary of State and not with the Blaine County Recorder. Until final review at closing, title may be subject to such further matters as appear necessary and appropriate following such review.)

Item 1 will be removed upon final review at closing, title may be subject to such further matters as appear necessary and appropriate following such review.

Items 2-5 and 7-9 may be removed upon issuance of any ALTA Extended or ALTA Homeowner's Coverage Policy.

Copies of all recorded documents outlined in this section are available upon request.

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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File No. 2123662

ID ALTA Commitment For Title Insurance Schedule B II (07-01-2021)

Page 2 of 2

AMERICAN
LAND TITLE
ASSOCIATION

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. <i>Our affiliates may include companies with a Stewart name; financial companies, such as Stewart Title Company</i>	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 <ul style="list-style-type: none"> ▪ 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

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?	<p>We collect your personal information, for example, when you</p> <ul style="list-style-type: none"> • request insurance-related services • provide such information to us <p>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.</p>
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

**RECORDING REQUESTED BY AND
WHEN RECORDED MAIL TO:**

DRAFT

**Lee P. Ritzau, Esq.
Luboviski, Wygle, Fallowfield & Williamson, P.A.
P.O. Box 1172
Ketchum, Idaho 83340**

(Space above line for Recorder's Use)

CONDOMINIUM DECLARATION FOR
BOHICA MULTI-USE BUILDING CONDOMINIUMS

THIS DECLARATION is made effective the ____ day of _____, 2022,
by Bohica Idaho, LLC, an Idaho Limited Liability Company("Declarant").

RECITALS

Declarant is the Owner of real property located in the City of Ketchum, Blaine County, Idaho, described in Exhibit "A" attached hereto and made a part hereof by this reference ("the Real Property"). Declarant has improved or intends to improve the real property by constructing improvements thereon consisting of residential and business or commercial condominiums and related facilities. By this Declaration, Declarant intends to establish a plan of Condominium ownership of the Real Property under the Condominium Property Act of the State of Idaho.

DECLARATION

Declarant declares that the real property is, and shall be, held, conveyed, hypothecated, encumbered, leased, rented, used and occupied subject to the following limitations, restrictions, easements, covenants, conditions, liens and charges, all of which are declared and agreed to be in furtherance of a plan of Condominium ownership as described in Idaho Code Section 55-1501, *et seq.* for the subdivision, improvement, protection, maintenance, and sale of Condominiums within the real property, and all of which are declared and agreed to be for the purpose of enhancing, maintaining and protecting the value and attractiveness of the real property. All of the limitations, restrictions, easements, covenants, conditions, liens and charges shall run with the land, shall be binding on and inure to the benefit of all parties having or acquiring any right, title or interest in the real property, and shall be binding on and inure to the benefit of the successors in interest of such parties. Declarant further declares that it is the express intent that this Declaration satisfy the requirements of Idaho Code Section 55-1505.

ARTICLE 1

DEFINITIONS

1.1 Articles. The “Articles” mean the Association’s Articles of Incorporation and their amendments. A copy of the proposed Articles is attached hereto as Exhibit “C” and made a part hereof.

1.2 Association Rules. The “Association Rules” mean the rules and regulations regulating the use and enjoyment of the Common Area adopted by the Board from time to time.

1.3 Association. The “Association” means the Bohica Multi-Use Building Condominium Association, Inc., an Idaho nonprofit corporation, its successors and assigns.

1.4 Board. The “Board” means the Board of Directors of the Association.

1.5 Building. The “Building” means any building constructed on the Real Property and in which the Units are located.

1.6 Bylaws. The “Bylaws” mean the Association’s Bylaws and their amendments. A copy of the proposed Bylaws is attached hereto as Exhibit “D” and made a part hereof.

1.7 Commercial Unit. A “Commercial Unit” means any Unit identified, which are to be used for uses as specified in the City of Ketchum Zoning Code, or for residential purposes, and no other purposes or uses.

1.8 Common Area. The “Common Area” means the entire Development, except the individual Units, as defined in this Declaration or as shown on the Condominium Plat. The percentage of ownership interest in the Common Area which is allocated to each Unit for purposes of tax assessment under Idaho Code Section 55-1514 and for purposes of liability determination as provided by Idaho Code Section 55-1515 is expressed as a percentage of the entire ownership interest in the Common Area in Exhibit “B”.

1.9 Common Expenses. “Common Expenses” mean all expenses incurred for the upkeep, maintenance, repair, replacement, management and operation of the Common Area, including any reserve for maintenance and repairs, reinstatement, rebuilding and replacement of the Common Area; all charges for taxes on or relating to the Common Area (except real property and other taxes assessed separately on the Condominiums or on the personal property or any other interest of an Owner); the cost of insurance permitted or required herein to be procured and maintained by the Association; the cost of landscaping, snow removal, janitorial and similar services for the Common Area; wages; accounting and legal fees; management fees; water and sewer service charges; trash collection; common lighting and heating; any deficit remaining for a

previous period; and any other expenses and liabilities incurred by the Association for the benefit of the Owners under or by reason of the Declaration.

1.10 Common Surplus. “Common Surplus” shall be the amount, if any, by which all receipts of the Association, including but not limited to assessments, rents, profits and revenues on account of the Common Area, shall exceed the amount of the Common Expenses for any one fiscal year of the Association.

1.11 Condominium. A “Condominium” means an estate in real property as defined in Idaho Code Section 55-1503, consisting of an undivided interest as a tenant-in-common in the Common Area, together with a fee interest in a Unit shown and described on the Condominium Plat, plus the Limited Common Area appurtenant to that Unit.

1.12 Condominium Plat. The “Condominium Plat” means the Condominium Plat for the Bohica Multi-Use Building Condominiums to be filed for record in the office of the County Recorder of Blaine County, Idaho consisting of a plat or survey map of the surface of the ground of the real property showing a survey and legal description thereof, the location of the Buildings with respect to the boundaries of the real property, Building letters identifying the Buildings, together with diagrammatic floor plans of the Buildings showing the boundaries of each Unit within each Building, including horizontal and vertical locations and dimensions of all boundaries of each Unit, unit numbers identifying the Units, any Limited Common Area, together with such other information as may be included thereon in the discretion of the Declarant.

1.13 Declarant. The “Declarant” means Bohica Idaho, LLC, an Idaho Limited Liability Company, and its successors and assigns, if such successors and assigns acquire record title to any portion of the development for development purposes. Purchasers of Units in fee from Declarant shall not be considered “the Declarant.”

1.14 Development. The “Development” means the real property divided or to be divided into Condominiums or owned by the Association, including all structures and improvements on it, and any additional real property annexed to this Declaration.

1.15 Limited Common Areas. “Limited Common Areas” mean those Common Areas and facilities designated herein or on the Condominium Plat for use by Owners of particular Condominiums to the exclusion, limitation or restriction of others. The decks and patios of Residential Units are designated as Limited Common Area for the exclusive use of the Residential Unit to which they are connected.

1.16 Member. A “Member” means every person or entity who holds a membership in the Association.

1.17 Mortgage. A “Mortgage” means a mortgage or deed of trust encumbering a Condominium or other portion of the Development. A “mortgagee” shall include the beneficiary

under a deed of trust. An “institutional mortgagee” is a mortgagee that is a bank or savings and loan association or mortgage company or other entity chartered or licensed under federal or state laws whose principal business is lending money on the security of real property, or any insurance company or any federal or state agency. A “first mortgage” or “first mortgagee” is one having priority as to all other mortgages or holders of mortgages encumbering the same condominium or other portions of the development, and who has notified the Associates in writing of its encumbrance.

1.18 Owner. An “Owner” means each person or entity holding a record ownership interest in a Condominium including Declarant, and contract purchasers under recorded contracts. “Owner” shall not include persons or entities who hold an interest in a Condominium merely as security for the performance of an obligation.

1.19 Residential Unit. A “Residential Unit” means any of the Units located in the Building which are not designated as Commercial Units and are to be used for residential purposes only.

1.20 Unit. A “Unit” means the separate interest in a Condominium as bounded by the interior surfaces of the perimeter walls, floors, ceilings, windows and doors thereof as shown and numbered on the Condominium Plat, together with all fixtures and improvements contained therein. A Unit shall not be deemed to include bearing walls, columns, floors and roofs (except for the interior surface thereof), foundations, central heating systems, tanks, pumps and other surfaces used by more than one Unit, or pipes, vents, ducts, conduits, wires, and other utility installations wherever located (except the outlets thereof when located within the Unit). The interior surfaces of a perimeter window or door means the points at which such surfaces are located when such windows or doors are closed; the physical windows and doors themselves are part of the Common Area. In case of combination of two or more adjoining Units, those portions of the partition walls, floors or ceilings between Units which are from time to time used as door or stairway openings between such Units shall be deemed to be divided in half, parallel to such partition wall, floor or ceiling, and each half shall constitute part of the Unit which it adjoins, as Limited Common Area appurtenant to such Unit.

ARTICLE 2

DESCRIPTION OF COMMON INTERESTS, PROPERTY RIGHTS OF ENJOYMENT AND EASEMENTS

2.1 Ownership of Condominium; Easements. Ownership of each Condominium within the Development shall include a Unit, Limited Common Areas, and an undivided interest in the Common Area (which undivided interest shall be specified in the deed from Declarant to each Owner and which undivided interest cannot be altered or changed as long as the prohibition against severability of component interests in a Condominium remains in effect as provided in this Declaration), a membership in the Association, and any exclusive or non-exclusive easement or easements appurtenant to such Condominium over the Common Area as described in this Declaration or the deed to the Condominium.

2.1.1 Legal Description. Every contract for the sale of a Condominium and every other instrument affecting title to a Condominium may describe that Condominium by the number shown on the Condominium Plat with the appropriate reference to the Condominium Plat and to this Declaration as each appears on the records of the County Recorder of Blaine County, Idaho, in the following fashion:

Condominium Unit ___ as shown on the Condominium Plat for Bohica Multi-Use Building Condominiums, recorded as Instrument No. _____, and as defined and described in the Condominium Declaration for Bohica Multi-Use Building Condominiums, recorded as Instrument No. _____, records of Blaine County, Idaho.

The description of the Condominium shall also include reference to the recording of any amendments to the Condominium Plat or Declaration. Such description will be construed to describe the Unit, together with the appurtenant undivided interest in the common area, and to incorporate all the rights incident to ownership of a Condominium and all the limitations on such ownership as described in this Declaration.

2.2 Owners Non-Exclusive Easements of Enjoyment, Etc. Every Owner of an Condominium shall have a non-exclusive easement of use and enjoyment in, to and throughout the Common Area and for ingress, egress and support over and through the Common Area; however, such non-exclusive easements shall be subordinate to, and shall not interfere with, exclusive easements appurtenant to Units over the Common Area, if any. Each such non-exclusive easement shall be appurtenant to and pass with the title to every Condominium, subject to the following rights and restrictions;

2.2.1 The right of the Association to adopt and to enforce the Association rules.

2.2.2 The right of the Association to borrow money to improve, repair or maintain the Common Area.

2.2.3 The right of the Association to assign, rent, license or otherwise designate and control use of unassigned parking and storage spaces within the Common Area (other than those portions subject to exclusive easements appurtenant to Units, if any).

2.2.4 The right of Declarant to enter on the Development to make repairs and remedy construction defects if such entry shall not interfere with the use of any occupied Unit unless authorized by the Unit Owner.

2.2.5 The right of the Association, or its agent, to enter any Unit to perform its obligations under this Declaration, including obligations with respect to construction, maintenance or repair for the benefit of the Common Area, of the Owners in common, or to make necessary repairs that the Unit Owner has failed to perform. The right shall be immediate in case of an emergency originating in or threatening such Unit, whether or not the Owner is present.

2.2.6 The right of any Owner, or his representatives, to enter the Unit of any other Owner to perform permissible installations, alterations or repairs to mechanical or electrical services, including installation of television antennae and related cables, if requests for entry are made in advance and such entry is at a time convenient to the Owner whose Unit is being entered except that in case of emergency such right of entry shall be immediate.

2.3 Delegation of Use; Contract Purchasers; Tenants. Any Owner may delegate his rights of use and enjoyment in the Development, to his guests, and invitees, and to such other persons as may be permitted by the Bylaws and the Association rules. However, if an Owner of a Condominium has sold his Condominium to a contract purchaser or rented it, the Owner, his guests and invitees shall not be entitled to use and enjoy the Common Area of the Development while the Owner's Unit is occupied by such contract purchaser or tenant. Instead, the contract purchaser or tenant, while occupying such unit shall be entitled to use and enjoy the Common Area of the development and can delegate the rights of use and enjoyment in the same manner as if such contract purchaser or tenant were an Owner during the period of his occupancy. Each Owner shall notify the secretary of the Association of the names of any contract purchasers or tenants of such Owner's Condominium. Each Owner, contract purchaser or tenant also shall notify the secretary of the Association of the names of all persons to whom such Owner, contract purchaser, or tenant has delegated any rights to use and enjoyment in the Development and the relationship that each such person bears to the Owner, contract purchaser, or tenant. Any delegated rights of use and enjoyment are subject to suspension to the same extent as are the rights of Owners.

2.4 Easements Granted by Association. The Association shall have the power to grant and convey to any third party easements and rights-of-way in, on, over or under the common area for the purpose of construction, erecting, operating or maintaining lines, cables, wires, conduits, or other devices of electricity, cable television, power, telephone and other purposes, public sewers, storm water drains and pipes, water systems, sprinkling systems, water, heating and gas lines or pipes, and any similar public or quasi-public improvements or facilities, and each purchaser, in accepting a deed to a Condominium expressly consents to such easement. However, no such easement can be granted if it would interfere with the use, occupancy or enjoyment by any Owner of his Unit.

2.5 Declarant's Rights Incident to Construction. Declarant and persons it shall select shall have the right to ingress and egress over, upon and across the common area, the right to store materials thereon and to make such other use thereof as may be reasonably necessary or incident to complete the Development.

2.6 Owner's Rights With Respect to Interiors. Each Owner shall have the exclusive right to paint, repaint, tile, wax, paper or otherwise maintain, refinish and decorate the interior surfaces of the walls, ceilings, floors, window, and doors forming the boundaries of his Unit, and all walls, ceilings, floors and doors within such boundaries.

2.7 Parking. _____ parking spaces located in the Common Area in the Building shall be designated Limited Common Area for exclusive use in connection with each of the Residential Units in such buildings. _____ parking spaces located in the Common Area in the Building shall be designated Limited Common Area for exclusive use in connection with each of the Commercial Units in such buildings. The remaining parking spaces located in the Common Area of the Development and on public rights of way shall be Common Area available for the use and enjoyment of all Owners, subject to the Association Rules. Parking spaces shall be used exclusively for the parking of motor vehicles.

ARTICLE 3

USE RESTRICTIONS

3.1 Commercial Use. The Commercial Units are restricted to commercial, restaurant, business and/or professional use and shall be used only for purposes which are consistent with and appropriate to the design of such Units and for which adequate stair, ventilation, plumbing and similar and related facilities exist, provided that no Commercial Condominium nor any portion thereof shall be used, leased or subleased for the manufacture or assembly of any product, as a pet store or any other type of retail business that could cause undue noise for the Owners, lessees, or sublessees of adjoining Units. Providing further that no Commercial Condominium nor any portion thereof shall be used, leased, or subleased by or for any purpose which shall increase the rate of fire insurance or which will make it impossible to obtain fire or other insurance required to protect the Buildings, or which will cause or be likely to cause structural damage to the Buildings or any part thereof, which will constitute a private or

public nuisance, or which may violate any restriction which may be of record and applicable to the Real Property. Nor shall any Owner, lessee, or sublessee place a load upon any floor of any Commercial Unit exceeding the floor load per square foot which such floor was designed to carry and which is allowed by law.

3.2 Residential Use. The Residential Units are restricted to residential use, which use shall include short or long-term rental of such Unit and shall also include a “home office” trade or business which creates no greater burden on the other Units as would be created by reasonable residential use, including, but not limited to any unreasonable burden on parking, foot traffic, noise, odors, trash, heating, air conditioning or Common Area maintenance. Any rental agreement shall be in writing and shall provide that the tenant shall be bound by and obligated to the provisions of this Declaration, the Bylaws and the Association Rules and further provide that the failure to comply with the provisions of these documents shall be a default under the rental agreement. No Residential Condominium nor any portion thereof shall be used for any purpose which shall increase the rate of fire insurance or which will make it impossible to obtain fire or other insurance required to protect the Buildings, or which will cause or be likely to cause structural damage to the Buildings or any part thereof, which will constitute a private or public nuisance, or which may violate any restriction which may be of record and applicable to the Real Property. Notwithstanding the foregoing restriction, the Declarant shall have the right to use any portion of the Development, including any Unit owned by Declarant, for a model condominium site and display and sales office during period of construction of the Development and the period during which Declarant is selling Units.

3.2.1 The Declarant hereby declares and imposes as an equitable servitude and as a restrictive covenant running with the land and running with each Condominium, binding upon the Declarant and all persons claiming by, through or under it, that no Condominium shall be used, leased or subleased for any use specifically prohibited in Section 3.1 above. The Declarant, its successors and assigns, or any Owner may enforce this use covenant by an appropriate action, but failure to enforce this use covenant shall not be construed as a waiver thereof. This use covenant shall continue in force until a termination of the Association as described in this Declaration.

3.2.2 The Declarant hereby declares and affirms that this use covenant is imposed as a limitation and burden upon each Condominium and Unit and upon the Declarant, its successors and assigns, and upon all future Owners of Condominiums.

3.3 Maintenance. Each Owner of a Condominium shall be responsible for maintaining his Unit, including the equipment and fixtures in the Unit and its interior walls, ceilings, windows and doors in a clean, sanitary, workable and attractive condition. However, each Owner has complete discretion as to the choice of furniture, furnishings and interior decorating; but windows can be covered only by drapes or shades and cannot be painted or covered by foil, cardboard, or other similar materials. Each Owner also shall be responsible for repair, replacement and cleaning of the windows and glass of his Unit both exterior and interior.

Unless otherwise provided in this Declaration, each Owner shall clean and maintain any exclusive easement appurtenant to his Condominium.

3.4 Offensive Conduct; Nuisances. No noxious or offensive activities shall be conducted within the Development. Nothing shall be done on or within the Development that may be or may become a nuisance or interference to the businesses of the Development, or that in any way interferes with the quiet enjoyment of occupants of Units.

3.5 Parking Restrictions. Unless otherwise permitted by the Board, no automobile shall be parked or left within the Development other than within an assigned parking stall or space. No boat, trailer, recreational vehicle, camper, truck or commercial vehicle shall be parked or left within the Development other than in a parking area designated by the Board for the parking and storage of such vehicles. However, parking by commercial vehicles for the purpose of making deliveries shall be permitted in accordance with the Association rules.

3.6 Signs. No Owner, tenant or occupant of a Condominium shall place or suffer to be placed or maintained any advertising matter within the unit which shall be visible from the exterior thereof, or any sign, awning, canopy, decoration, lettering or advertising matter or other thing of any kind on any exterior door, wall, or window of the common area which does not satisfy all applicable restrictions, regulations and requirements of the City of Ketchum, whether now in effect or later enacted.

3.7 Antennae, External Fixtures, Etc. No television or radio poles, antennae, flag poles, clotheslines, or other external fixtures other than those originally installed by Declarant or approved by the Board and any replacements, shall be constructed, erected or maintained on or within the common area or any structures on it. No wiring, insulation, air conditioning, or other machinery or equipment other than that originally installed by Declarant or approved by the Board, and their replacements, shall be constructed, erected or maintained on or within the common area, including any structures on it. Nothing contained herein shall be construed to prohibit the placement of antennae, including satellite "dishes," upon the roof of the Building if approved by the City of Ketchum. Also, fans, vents and hoods for heating, ventilation, and air conditioning may be placed on the roof of the Building if all applicable regulations and requirements of the City of Ketchum are satisfied.

3.8 Animals. No reptiles, rodents, livestock or poultry shall be kept in any Unit or elsewhere within the Development. A reasonable number of domestic dogs and cats, fish and birds ("pets") may be kept in Residential Units by Owners, but not by tenants of Owners, provided that such pets do not create or constitute a nuisance.

3.9 Trash Disposal. Trash, garbage or other waste shall be kept only in sanitary containers. No Owner shall permit or cause any trash or refuse to be kept on any portion of the Development other than in the receptacle customarily used for it, which shall be located only in places specifically designated for such purposes except on the scheduled day for trash pickup.

3.10 Structural Alterations. No structural alterations to the interior of or common area surrounding any unit shall be made and no plumbing or electrical work within any bearing or common walls shall be performed by any Owner without the prior written consent of the Board.

3.11 Exterior Alterations. No Owner shall at his expense or otherwise make any alterations or modifications to the exterior of the buildings, fences, railings or walls situated within the Development without the prior written consent of the Board.

3.12 Compliance with Laws, Etc. Nothing shall be done or kept in any Unit or in the common areas that might increase the rate of, or cause the cancellation of, insurance for the Development, or any portion of the Development, without the prior written consent of the Board. No Owner shall permit anything to be done or kept in his Unit that violates any law, ordinance, statute, rule or regulation of any local, county, state or federal body. No Owner shall allow furniture, furnishings or other personalty belonging to such Owner to remain within any portion of the common area except portions subject to exclusive easements over common area appurtenant to such Owner's Condominium and except as may otherwise be permitted by the Board.

3.13 Indemnification. Each Owner shall be liable to the remaining Owners for any damage to the common area that may be sustained by reason of the negligence of that Owner, his contract purchasers, tenants, guests or invitees, but only to the extent that any such damage is not covered by insurance. Each Owner, by acceptance of his deed, agrees for himself and his contract purchasers, tenants, guests or invitees, to indemnify each and every other Owner, and to hold him harmless from, and to defend him against, any claim of any person for personal injury or property damage occurring within the Unit of that particular Owner and within any exclusive easements over the common area appurtenant to the Owner's Condominium, unless the injury of damage occurred by reason of the negligence of any other Owner or person temporarily visiting in said Unit or portion of the common area subject to an exclusive easement appurtenant to the Condominium or is fully covered by insurance.

3.14 Owner's Obligation for Taxes. To the extent allowed by law, all Condominiums, including their pro rata undivided interest in the common area and the membership of an Owner in the Association, shall be separately assessed and taxed so that all taxes, assessments and charges which may become liens prior to first mortgages under local law shall relate only to the individual Condominiums and not to the Development as a whole. Each Owner shall be obligated to pay any taxes or assessments assessed by the Blaine County Assessor against his Condominium and against his personal property.

3.15 Maintenance of Interiors. Each Owner shall keep the interior of his Unit, including, without limitation, interior walls, windows, glass, ceilings, floors, and permanent fixtures and appurtenances thereto, in a clean, sanitary and attractive condition and good state of repair, and shall keep the limited common area designated for use in connection with his Unit in a clean, sanitary and attractive condition and good state of repair.

3.16 Mechanic's and Materialman's Liens. No labor performed or services or materials furnished with the consent of or at the request of an Owner or his agent or his contractor or subcontractor shall be the basis for the filing of a lien against the Condominium of any other Owner, or against any part thereof, or against any other property or any other Owner, unless such other Owner has expressly consented to or requested the performance of such labor or furnishing of such materials or services. Such express consent shall be deemed to have been given by the Owner of any Condominium in the case of emergency repairs thereto. Labor performed or services or materials furnished for the Development, if duly authorized by the Association, shall be deemed to be performed or furnished with the express consent of each Owner. Any Owner may remove his Condominium from a lien against two or more Condominiums or any part thereof by payment to the holder of the lien of the fraction of the total sum secured by such lien which is attributable to his Condominium.

3.17 Enforcement. The failure of any Owner to comply with any provision of this Declaration or the Articles or Bylaws shall give rise to a cause of action in the Association and any aggrieved Owner for the recovery of damages or for injunctive relief, or both.

ARTICLE 4

THE ASSOCIATION

4.1 Formation. The Association is a nonprofit corporation which shall be formed under the laws of Idaho. Upon recordation of this Declaration, the Association shall be charged with the duties and invested with the powers set forth in the Articles, the Bylaws, and this Declaration, including, but not limited to, control and maintenance of the common area and ownership of any facilities on the common area.

4.2 Association Action; Board of Directors and Officers; Members' Approval. Except as to matters requiring the approval of members as set forth in this Declaration, the Articles, or the Bylaws, the affairs of the Association shall be conducted by the Board and such officers as the Board may elect or appoint. Such election or appointment shall be in accordance with this Declaration or the Bylaws, and their amendments. Except as otherwise provided in this Declaration, the Articles or the Bylaws, all matters requiring the approval of members shall be deemed approved if members holding a majority of the total voting rights assent to them by written consent as provided in the Bylaws or if approved by a majority vote of a quorum of members at any regular or special meeting held in accordance with the Bylaws.

4.3 Powers and Duties of Association.

4.3.1 Powers. The Association shall act as the management body for the Development and shall have all the powers of a non-profit corporation organized under the General Nonprofit Corporation Law of Idaho subject only to such limitations on the exercise of such powers as are set forth in the Articles, the Bylaws and this Declaration. It shall have the power to do any lawful thing that may be authorized, required or permitted to be done by the Association under this Declaration, the Articles, and Bylaws, and to do and perform any act that may be necessary or proper for, or incidental to, the exercise of any of the express powers of the Association, including, without limitation, the following:

4.3.1.1 Assessments. The Association shall have the power to establish, fix and levy assessments against the Owners and to enforce payment of such assessments, in accordance with the provisions of this Declaration. However, the approval of members shall be required as to the amounts of all regular and special assessments except as otherwise provided in this Declaration.

4.3.1.2 Right of Enforcement. The Association in its own name and on its own behalf, or on behalf of any Owner who consents, can commence and maintain actions for damages or to restrain and enjoin any actual or threatened breach of any provision of this Declaration or of the Articles or Bylaws, or of the Association rules or any resolutions of the Board, and to enforce by mandatory injunction, or otherwise, all of these provisions. In addition, the Association can suspend the voting rights, can suspend use privileges of the common area, or can assess monetary penalties against any Owner or other person entitled to exercise such rights or privileges for any violation of this Declaration or the Articles, Bylaws, Association rules, or Board resolutions.

4.3.1.3 Delegation of Powers; Professional Management. The Association acting by and through the Board can delegate its powers, duties, and responsibilities to committees or employees, including a professional managing agent ("Manager"). Any agreement for professional management of the Development shall be terminable by either party with or without cause and without payment of a termination fee on thirty (30) days' written notice. The term of any such agreement shall not exceed one (1) year, although such agreement may be renewed from year to year by the Board.

4.3.1.4 Association Rules. The Board shall have the power to adopt, amend and repeal the Association rules as it deems reasonable. The Association rules shall govern the use of the common area by all Owners or their guests, invitees or by any contract purchaser, or tenant, or their respective guests or invitees. However, the Association rules shall not be inconsistent with or materially alter any provisions of this Declaration, the Articles or the Bylaws. A copy of the Association rules as adopted, amended or repealed, shall be mailed or otherwise delivered to each Owner and a copy shall be posted in a conspicuous place within the Development. In case of any conflict between any of the Association rules and any other

provisions of this Declaration, the Articles, or Bylaws, the conflicting Association rules shall be deemed to be superseded by the provisions of this Declaration, the Articles or Bylaws.

4.3.2 Duties of the Association. In addition to the powers delegated to it by its Articles or the Bylaws, and without limiting their generality, the Association, acting by and through the Board, or persons or entities described in Section 4.3.1.3, has the obligation to conduct business affairs of common interest to all Owners and to perform each of the following duties:

4.3.2.1 Operation and Maintenance of Common Area. To operate, maintain, and otherwise manage or provide for the operation, maintenance and management of the common area, and all its facilities, improvements, and landscaping including any private driveways, and any other property acquired by the Association, including personal property, in a first-class condition and in a good state of repair. The Association shall remove all snow from the property and haul it off-site in order to maintain clear access drives, parking areas and pedestrian parkways. In this connection, the Association may enter into contracts for services or materials for the benefit of the Association or the common area, including contracts with Declarant. The term of any such service contract shall not exceed one (1) year and shall be terminable by either party with or without cause and without payment of a termination fee upon thirty (30) days' written notice.

4.3.2.2 Taxes and Assessments. To pay all real and personal property taxes and assessments and all other taxes levied against the common area and personal property owned by the Association or against the Association. Such taxes and assessments may be contested or compromised by the Association, provided that they are paid or that a bond insuring payment is posted before the sale or the disposition of any property to satisfy the payment of such taxes.

4.3.2.3 Water and Other Utilities. To acquire, provide and pay for water, sewer, garbage disposal, refuse and rubbish collection, electrical, telephone, gas and other necessary utility services for the common area and for Condominiums when the Condominiums are not separately billed. The term of any contract to supply any of the listed services shall not exceed one (1) year or, if the supplier is a regulated public utility, the shortest term not to exceed one (1) year for which the supplier will contract at the applicable regulated rate.

4.3.2.4 Insurance. To obtain, from reputable insurance companies, and maintain the insurance described in Article 8.

4.3.2.5 Enforcement of Restrictions and Rules. To perform such other acts, whether or not expressly authorized by this Declaration, that may be reasonable necessary to enforce any of the provisions of this Declaration, the Articles and Bylaws, and the Association's rules and Board Regulations.

4.3.3 Limitations on Authority of Board. Except with the vote or written assent of members of the Association holding fifty-one percent (51%) of the voting rights of the members, the Board shall not take any of the following actions:

4.3.3.1 Incur aggregate expenditures for capital improvements to the common area in any fiscal year in excess of five percent (5%) of the budgeted gross expenses of the Association for that fiscal year; or

4.3.3.2 Sell in any fiscal year property of the Association having an aggregate fair market value greater than five percent (5%) of the budgeted gross expenses of the Association for that fiscal year; or

4.3.3.3 Pay compensation to members of the Board or to officers of the Association for services performed in the conduct of the Association's business. However, the Board may cause a member of the Board or an officer to be reimbursed for expenses incurred in carrying on the business of the Association.

4.4 Personal Liability. No member of the Board, or of any committees of the Association, or any officer of the Association, or any manager, or Declarant, or any agent of Declarant, shall be personally liable to any Owner, or to any other party, including the Association, for any damage, loss or prejudice suffered or claimed on account of any act, omission, error, or negligence of any such person or entity if such person or entity has, on the basis of such information as may be possessed by him or it, acted in good faith without willful or intentional misconduct.

4.5 Financial Statements of the Association. The Board shall prepare, or cause to be prepared, annual financial statements, including a balance sheet and operating statement of the Association, and copies of those statements shall be available to each member of the Association.

4.6 Inspection of Association Books and Records. Any membership register, books of account and minutes of meetings of the members, the Board and committees of the Board of the Association, shall be made available for inspection and copying by any member of the Association, or his duly-appointed representative, or any mortgagee, at any reasonable time and for a purpose reasonably related to his interest as a member, at the office of the Association or at such other place within the Development as the Board prescribes.

ARTICLE 5

MEMBERSHIP AND VOTING RIGHTS

5.1 Membership.

5.1.1 Qualifications. Each Owner of a Condominium, including Declarant, shall be a member of the Association. Ownership of a Condominium or interest in it shall be the sole qualification for membership in the Association. Each Owner shall remain a member of the Association until his ownership or ownership interest in all Condominiums in the Development ceases at which time his membership in the Association shall automatically cease. Persons or entities who hold an interest in a Condominium merely as a security for performance of an obligation are not to be regarded as members.

5.1.2 Members Rights and Duties. Each member shall have the rights, duties and obligations set forth in this Declaration, the Articles, the Bylaws and the Association's rules, as the same may from time to time be amended.

5.1.3 Transfer of Membership. The Association membership of each person or entity who owns, or owns an interest in, one or more Condominiums shall be appurtenant to each such Condominium, and shall not be assigned, transferred, pledged, hypothecated, conveyed or alienated in any way except on a transfer of title to each such Condominium or interest in it and then only to the transferee. Any attempt to make a prohibited transfer shall be void. Any transfer of title to a Condominium or interest in it shall operate automatically to transfer the appurtenant membership rights in the Association to the new Owner.

5.2 Voting.

5.2.1 Number of Votes. The members of the Association will have a total of 100 votes. On all matters coming before the membership of the Association, each Owner shall be entitled to vote the same percentage of all votes which such Owner's ownership interest in the Common Area bears to all Common Area. For example, if an Owner's interest in the Common Area is 12.5% according to Exhibit B, attached hereto, then such owner would be entitled to cast 12 ½ votes on all matters being voted upon by the membership of the Association.

5.2.2 Joint Owner Votes. The voting rights for each Condominium may not be cast on a fractional basis. If the joint Owners of a Condominium are unable to agree among themselves as to how their voting rights shall be cast, they shall forfeit the vote on the matter in question. If any Owner exercises the voting rights of a particular Condominium, it will be conclusively presumed for all purposes that he was acting with the authority and consent of all other Owners of the same Condominium. If more than one (1) person or entity exercises the voting rights for a particular Condominium, their votes shall not be counted and shall be deemed void.

ARTICLE 6

ASSESSMENTS

6.1 Agreement to Pay. The Declarant, for each Condominium owned by it in the Development that is expressly made subject to assessment as set forth in this Declaration, covenants and agrees, and each Owner of a Condominium by acceptance of a deed therefor, whether or not it be so expressed in the deed, shall be deemed to covenant and agree to pay to the Association regular assessments and special assessments, such assessments to be established, made and collected as provided in this Declaration.

6.2 Personal Obligations. Each assessment or installment, together with any late charge, interest, collection costs and reasonable attorneys' fees, shall be the personal obligation of the person or entity who was an Owner at the time such assessment, or installment became due and payable. If more than one person or entity was the Owner of a Condominium, the personal obligation to pay such assessment, or installment respecting such Condominium shall be both joint and several. No Owner may exempt himself from payment of assessments, or installments, by waiver of the use or enjoyment of all or any portion of the common area or by waiver of the use or enjoyment of, or by abandonment of, his Condominium.

6.3 Purpose of Assessments. The assessments levied by the Association shall be used exclusively to promote the health, safety, and welfare of the members of the Association, the improvement, replacement, repair, operation and maintenance of the common area, and the performance of the duties of the Association as set forth in this Declaration.

6.4 Assessments.

6.4.1 Regular Assessments.

6.4.1.1 Not more than sixty (60) days nor less than thirty (30) days before the beginning of each fiscal year of the Association, the Board shall meet for the purpose of establishing the regular annual assessment of common expenses of the Development for the forthcoming fiscal year. At such meeting the Board shall review written comments received and any other information available to it and, after making any adjustments that the Board deems appropriate, without a vote of the members of the Association, shall establish the regular assessment for the forthcoming fiscal year; provided, however, that the Board may not establish a regular assessment for any fiscal year of the Association which is more than one hundred ten percent (110%) of the regular assessment of the prior fiscal year of the Association (except with regard to the first fiscal year of the Association if it should be less than twelve (12) months) without the approval by vote or written consent of fifty-one percent (51%) the members. The Board may from time to time during each fiscal year make reasonable adjustments in the assessments on the basis of actual costs incurred. As soon as practicable after the end of each fiscal year, the aggregate amount of common expenses actually incurred for said year shall be determined by the Board.

6.4.1.2 Unless the Association or its assessment income shall be exempt from federal or state income taxes, to the extent possible, all reserves shall be accounted for and handled as contributions to the capital of the Association or in such other manner authorized by law or regulations of the Internal Revenue Service as will prevent such funds from being taxed as income of the Association.

6.4.2 Special Assessments. If the Board determines that the estimated total amount of funds necessary to defray the common expenses of the Association for a given fiscal year is or will become inadequate to meet expenses for any reason, including, but not limited to, unanticipated delinquencies, costs of construction, unexpected repairs or replacements of capital improvements to the common area, the Board shall determine the approximate amount necessary to defray such expenses, and if the amount is approved by a majority vote of the Board, it shall become a special assessment. The Board may, in its discretion, pro rate such special assessment over the remaining months of the fiscal year or levy the assessment immediately against each Condominium. Unless exempt from federal or state income taxation, all proceeds from any special assessment shall be segregated and deposited into a special account and shall be used solely for the purpose or purposes for which it was levied or it shall be otherwise handled and used in a manner authorized by law or regulations of the Internal Revenue Service to avoid, if possible, its taxation as income of the Association.

6.4.3 Limitation Respecting Special Assessments. Any special assessment in excess of five percent (5%) of the budgeted gross expense of the Association for the fiscal year in which a special assessment is levied shall require approval by vote or written consent of fifty-one percent (51%) of the members, except in case of a special assessment against an Owner as a remedy utilized by the Board to reimburse the Association for costs incurred in bringing the member or his Condominium into compliance with the provisions of this Declaration.

6.5 Rate of Assessment. Except as otherwise specifically provided in this Declaration, including Sections 4.3.1.2, 6.4.3 and 9.6, regular and special assessments shall be apportioned among all Condominiums in proportion to the interest in the common area appurtenant to such Condominium.

6.6 Assessment Period. The regular assessment period shall commence on January 1 of each year and shall terminate on December 31 of such year, and regular assessments shall be payable in equal monthly installments unless the Board adopts some other basis for collection. However, the initial regular assessment period shall commence on the first day of the calendar month following the date on which the sale of the first Condominium to a purchaser is closed and recorded (the "initiation date") and shall terminate on December 31 of the year in which the initial sale is closed and recorded. The first regular assessment and all special assessments shall be adjusted according to the number of months remaining in the fiscal year and shall terminate on December 31 of the year in which the initial sale is closed and recorded. The first regular assessment and all special assessments shall be adjusted according to the number of

months remaining in the fiscal year and shall be payable in equal monthly installments unless the Board adopts some other basis for collection.

6.7 Notice and Assessment Installment Due Dates. A single ten (10) day prior written notice of each annual regular assessment and each special assessment shall be given to any Owner of every Condominium subject to assessment in which the due dates for the payments of installments normally shall be established by the Board. Each installment of regular assessments and special assessments shall become delinquent if not paid within fifteen (15) days after its due date.

6.8 Estoppel Certificate. The Board or Manager, on not less than twenty (20) days prior written request, shall execute, acknowledge and deliver to the party making such request a statement in writing stating whether or not to the knowledge of the Association, a particular Owner is in default as to his Condominium under the provisions of this Declaration and further stating the dates to which installments of assessments, regular or special, have been paid as to such Condominium. Any such certificate may be relied on by any prospective purchaser or mortgagee of the Condominium, but reliance on such certificate may not extend to any default not involving the payment of assessments of which the signer had no actual knowledge.

ARTICLE 7

COLLECTION OF ASSESSMENTS; LIENS

7.1 Right to Enforce. The right to collect and enforce assessments is vested in the Board acting for and on behalf of the Association. The Board or its authorized representative, including any Manager, can enforce the obligations of the Owners to pay assessments provided for in this Declaration by commencement and maintenance of a suit at law or in equity, or the Board may foreclose by judicial proceedings or through the exercise of the power of sale pursuant to Section 7.2 to enforce the lien rights created. Suit to recover a money judgment for unpaid assessments together with all other amounts described in Section 6.2 shall be maintainable without foreclosing or waiving the lien rights.

7.2 Creation of Lien. If there is a delinquency in the payment of any assessment, or installment of an assessment on a Condominium, any amounts that are delinquent and all costs that are incurred by the Board or its authorized representative in the collection of the amounts, including reasonable attorneys fees, shall be a lien against such Condominium upon the recordation in the office of the Blaine County Recorder of a notice of assessment as provided in Idaho Code §55-1518. The notice of assessment shall not be recorded unless and until the Board or its authorized representative has delivered to the delinquent Owner or Owners, not less than fifteen (15) days before the recordation of the notice of assessment, a written notice of default and a demand for payment, and unless such delinquency has not been accrued within said fifteen (15) day period. The lien shall expire and be void unless, within one (1) year after recordation of

the notice of assessment, the Board or its authorized representative records a notice of default as provided hereinafter or institutes judicial foreclosure proceedings with respect to such lien.

7.3 Notice of Default; Foreclosure. Not more than one (1) year nor less than fifteen (15) days after the recording of the notice of assessment, the Board or its authorized representative can record a notice of default and can cause the Condominium with respect to which a notice of default has been recorded to be sold in the same manner as a sale is conducted under a power of sale in a deed of trust, or in any other manner permitted by law, or through judicial foreclosure. However, as a condition precedent to the holding of any such sale appropriate publication shall be made. In connection with any sale, the Board is authorized to appoint its attorney, any officer or director, or any title insurance company authorized to do business in Idaho as trustee for purpose of conducting the sale. If a delinquency is cured before sale, or before completing a judicial foreclosure, the Board or its authorized representative shall cause to be recorded in the office of the county recorder of the county in which the Development is located a certificate setting forth the satisfaction of such claim and release of such lien upon payment of actual expenses incurred, including reasonable attorneys fees, by any delinquent Owner. During the pendency of any foreclosure proceeding, whether judicial or by power of sale, the Owner shall be required to pay to the Association any assessments against the Condominium which shall become due, and such accruing assessments shall be secured by the lien and paid from the proceeds of any sale pursuant to the foreclosure proceedings. On becoming delinquent in the payment of any assessments or installments, each delinquent Owner shall be deemed to have absolutely assigned all rent, issues and profits of his Condominium to the Association and shall further be deemed to have consented to the appointment of a receiver (which appointment may, at the election of the Association, be enforced by the Association through specific performance). The Association, acting on behalf of the Owners, shall have the power to bid upon the Condominium at foreclosure sale and to acquire, hold, lease, mortgage and convey the Condominium.

7.4 Waiver of Exemptions. Each Owner, to the extent permitted by law, waives, to the extent of any liens created pursuant to this Section 7, the benefit of any homestead or exemptions laws of Idaho in effect at the time any assessment, or installment, become delinquent or any lien is imposed.

7.5 Liability of Grantee. For Assessments subject to the provisions of Section 6.8, a grantee or purchaser of a Condominium shall be jointly and severally liable with the seller for all unpaid assessments against the Condominium up to the time of conveyance, without prejudice to the rights of the grantee or purchaser to recover from the seller the amount paid by the grantee or purchaser for such assessments.

ARTICLE 8

INSURANCE

8.1 Liability Insurance. The Association shall obtain and maintain comprehensive public liability insurance insuring the Association, any Manager, the Declarant and the Owners and occupants of Condominiums, and their respective guests, invitees, and the agents and employees of each, against any liability incident to the ownership or use of the common area and including, if obtainable, a cross-liability or severability of interest endorsement insuring each insured against liability to each other insured. The limits of such insurance shall not be less than One Million Dollars (\$1,000,000) covering all claims for death, personal injury and property damage arising out of a single occurrence. Such insurance shall include coverage against water damage liability, liability of non-owned and hired automobiles, liability for property of others and any other liability or risk customarily covered with respect to projects similar in construction, location and use.

8.2 Fire and Extended Coverage Insurance. The Association also shall obtain and maintain a master or blanket policy for fire insurance for the full insurable value of all of the improvements within the development. The form, content, and term of the policy and its endorsements and the issuing company must be satisfactory to all institutional first mortgagees. If more than one institutional first mortgagee has a loan of record against a Condominium in the Development, the policy and endorsements shall meet the maximum standards of the various institutional first mortgagees represented in the Development. The policy shall contain an agreed amount of endorsement, replacement equivalent, an increased cost of construction endorsement, vandalism, malicious mischief coverage, a special form endorsement and a determinable cash adjustment clause or a similar clause to permit cash settlement covering full value of the improvements in case of partial destruction and a decision not to rebuild. The policy shall provide amounts of coverage as shall be determined by the Board. The policy shall name as insured the Association, the Owners, and Declarant, as long as Declarant is the Owner of any Condominium, and all mortgagees as their respective interests may appear, and may contain a loss payable endorsement in favor of the trustee described hereinafter.

8.3 Owner's Own Insurance Limited. Notwithstanding the provisions of Sections 8.1 and 8.2 above, each Owner may obtain insurance at his expense providing coverage upon his condominium, his personal property, for his personal liability, and covering such other risks as he may deem appropriate, but each such policy shall provide that it does not diminish the insurance carrier's coverage for liability arising under insurance policies which the Association obtains pursuant to this Section. Further, all such insurance of the Owner's Condominium shall waive the insurance company's right of subrogation against the Association, and other Owners, and the servants, agents and guests of any of them. If a casualty loss is sustained and there is a reduction in the amount of proceeds which would otherwise be payable on the insurance purchased by the Association due to the purchase by the Owner of additional insurance, the Owner shall assign the proceeds of such additional insurance, to the extent of the amount of such reduction, to the trustee to be distributed as provided below.

8.4 Trustee. All insurance proceeds payable under Section 8.2 and 8.3, subject to the rights of mortgagees under Section 8.7, may be paid to a trustee, to be held and expended for the benefit of the Owners, mortgagees and others, as their respective interests shall appear. Said trustee shall be a commercial bank in Blaine County that agrees in writing to accept such trust. If repair or reconstruction is authorized, the Board shall have the duty to contract for such work as provided for in this Declaration.

8.5 Other Insurance. The Board may and, if required by any institutional first mortgagee, shall purchase and maintain demolition insurance in adequate amounts to cover demolition in case of total or partial destruction and a decision not to rebuild. The Board also shall purchase and maintain worker's compensation insurance, to the extent that it is required by law, for all employees or uninsured contractors of the Association. The Board also shall purchase and maintain fidelity bonds or insurance (which shall be in an amount not less than one hundred fifty percent (150%) of each year's estimated annual operating expenses and reserves and shall contain an endorsement of coverage of any person who may serve without compensation) sufficient to meet the requirements of any institutional first mortgagee. The Board shall purchase and maintain such insurance on personal property owned by the Association, and any other insurance, that it deems necessary or that is required by any institutional first mortgagee.

8.6 Adjustment of Losses. The Board is appointed attorney-in-fact by each Owner to negotiate and agree on the value and extent of any loss under any policy carried pursuant to Section 8.1, 8.2 and 8.5. The Board is granted full right and authority to compromise and settle any claim or enforce any claim by legal action or otherwise and to execute releases in favor of any insurer.

8.7 Distribution of Mortgagees. Any mortgagee has the option to apply insurance proceeds payable on account of a Condominium in reduction of the obligation secured by the mortgage of such mortgagee.

ARTICLE 9

DESTRUCTION OF IMPROVEMENTS

9.1 Destruction; Proceeds Exceed Eighty-five Percent (85%) of Reconstruction Costs. If there is a total or partial destruction of the improvements in the Development, and if the available proceeds of the insurance carried pursuant to Article 8 are sufficient to cover more than eighty-five percent (85%) of the costs of repair and reconstruction, the improvements shall be promptly rebuilt unless, within ninety (90) days from the date of destruction, members then holding at least fifty-one percent (51%) of the total voting power of members present and entitled to vote, in person or by proxy, at a duly constituted meeting, determine that such repair and reconstruction shall not take place. If repair and reconstruction is to take place, the Board shall be required to execute, acknowledge and record in the Blaine County Recorder's Office not later

than one hundred twenty (120) days from the date of such destruction, a certificate declaring the intention of the members to rebuild.

9.2 Destruction; Proceeds Less than Eighty-five Percent (85%) of Reconstruction Costs. If the proceeds of insurance are less than eighty-five percent (85%) of the costs of repair and reconstruction, repair and reconstruction may nevertheless take place if, within ninety (90) days from the date of destruction, members then holding at least fifty-one percent (51%) of the total voting power of members present and entitled to vote, in person or by proxy, at a duly constituted meeting, determine that such repair and reconstruction shall take place. If repair and reconstruction is to take place, the Board shall execute, acknowledge and record in the Blaine County Recorder's Office not later than one hundred twenty (120) days from the date of such destruction a certificate declaring the intention of the members to rebuild.

9.3 Rebuilding Procedures. If the members determine to rebuild, pursuant to Section 9.1 and 9.2, each Owner shall be obligated to contribute his proportionate share of the cost of reconstruction or restoration over and above the available insurance proceeds. The proportionate share of each Owner shall be equal to the percentage interest in the Common Area appurtenant to such Owner's Condominium. If any Owner fails or refuses to pay his proportionate share, the Board may levy a special assessment against the Condominium of such Owner which may be enforced under the lien provisions contained in Article 7 or in any other manner provided in this Declaration. If any Owner disputes the amount of his proportionate liability under this Section, such Owner may contest the amount of his liability by submitting to the Board within ten (10) days after notice to the Owner of his share of the liability written objections supported by cost estimates or other information that the Owner deems to be material and may request a hearing before the Board at which he may be represented by counsel. Following such hearing, the Board shall give written notice of its decision to all Owners, including any recommendation that adjustments be made with respect to the liability of any Owners. If such adjustments are recommended, the notice shall schedule a special meeting of members for the purpose of acting upon the Board's recommendation, including making further adjustments, if deemed by the members to be necessary or appropriate. All adjustments shall be affirmed or modified by a majority of the total voting power of members. If no adjustments are recommended by the Board, the decision of the Board shall be final and binding on all Owners, including any Owner filing objections.

9.4 Rebuilding Contract. If the members determine to rebuild, the Board or its authorized representative shall obtain bids from at least two (2) reputable contractors and shall award the repair and reconstruction work to the lowest bidder. The Board shall have the authority to enter into a written contract with the contractor for such repair and reconstruction, and the insurance proceeds held by the trustee shall be disbursed to the contractor according to the terms of the contract. It shall be the obligation of the Board to take all steps necessary to assure the commencement and completion of authorized repair and reconstruction at the earliest possible date.

9.5 Rebuilding Not Authorized. If the members determine not to rebuild, then, subject to the rights of mortgagees under Section 8.7, any insurance proceeds then available for such rebuilding shall be distributed to the Owner of each Condominium in proportion to his respective percentage undivided interest in the common area. The Board shall have the duty, within one hundred twenty (120) days from the date of such destruction, to execute, acknowledge and record in the office of the County Recorder of Blaine County, a certificate declaring the intention of the members not to rebuild.

9.6 Minor Repair and Reconstruction. The Board shall have the duty to repair and reconstruct improvements, without the consent of members and irrespective of the amount of available insurance proceeds, in all cases of partial destruction when the estimated cost of repair and reconstruction does not exceed Five Thousand Dollars (\$5,000). The Board is expressly empowered to levy a special assessment for the cost of repairing and reconstructing improvements to the extent insurance proceeds are unavailable, such assessment to be levied as described in Section 9.3 (but without the consent or approval of members, despite any contrary provisions in this Declaration).

9.7 Revival of Right to Partition. On recordation of a certificate described in Section 9.5, the right of any Owner to partition through legal action as described in Article 11 shall revive immediately.

ARTICLE 10

CONDEMNATION

10.1 Sale on Unanimous Consent. If an action for condemnation of all or a portion of the Development is proposed or threatened by any governmental agency having the right of eminent domain, then, on unanimous written consent of all of the Owners and after written notice to all mortgagees, the Development, or a portion of it may be sold by the Board acting as irrevocable attorney-in-fact of all of the Owners for a price deemed fair and equitable by the Board but in no event less than the aggregate unpaid balance of all mortgages encumbering Condominiums in the Development if the Development is sold.

10.2 Distribution of Proceeds of Sale. On a sale occurring under Section 10.1, the proceeds shall be distributed to the Owner and the mortgagees of each Condominium as their respective interests may appear in proportion to each Owner's respective percentage undivided interest in the Common Area.

10.3 Distribution of Condemnation Award. If the Development, 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 Owners and their respective mortgagees.

10.4 Revival of Right to Partition. On sale or on taking that renders more than fifty percent (50%) of the Units in the Development unusable as residential or commercial spaces, the right of any Owner to partition through legal action shall revive immediately.

10.5 Partial Taking. In the event that less than the entire Development is taken or condemned, or sold or otherwise disposed in lieu of or in avoidance thereof, the Condominium ownership hereunder shall not terminate. Each Owner shall be entitled to a share of the condemnation award to be determined in the following manner by the Association:

10.5.1 The total amount allocated to taking of or injury to the common area shall be apportioned among the Owners according to the percentage interest in the common area appurtenant to the Condominiums of such Owners.

10.5.2 The total amount allocated to severance damages shall be apportioned to those Condominiums which were not taken or condemned.

10.5.3 The respective amounts allocated to the taking of or injury to a particular Condominium and/or improvements, including trade fixtures, the Owner has made within his Condominium, and any relocation, moving expenses or other allowance of a similar nature designated to facilitate relocation, shall be apportioned to the particular Condominium involved.

10.5.4 The total amount allocated to consequential damages and any other takings or injuries shall be apportioned as the Association determines to be equitable in these circumstances.

ARTICLE 11

PARTITION

11.1 Suspension. The right of partition is suspended pursuant to Idaho law as to the Development. Partition of the Development can be had on a showing that the conditions of such partition as stated in Section 9.7 or in Section 10.4 have been met. Nothing in this Declaration shall prevent partition or division of interest between joint or common Owners of any Condominium.

11.2 Distribution of Proceeds. Proceeds or property resulting from a partition shall be distributed to and among the respective Owners and their mortgagees as their interests appear in proportion to each Owner's respective undivided percentage interest in the common area.

11.3 Power of Attorney. Each of the Owners hereby grants the Association an irrevocable power of attorney to sell the Development for the benefit of the Owners when

partition can be had. Exercise of said power is subject to the approval of members and their institutional first mortgagees.

ARTICLE 12

NON-SEVERABILITY OF COMPONENT INTERESTS IN A CONDOMINIUM

12.1 Prohibition Against Severance. An Owner shall not be entitled to sever his interest in any Condominium from his membership in the Association, and shall not be entitled to sever his Unit and his membership from his undivided interest in the common area for any purpose. None of the component interests in a Condominium can be severally sold, conveyed, encumbered, hypothecated or otherwise dealt with, and any violation or attempted violation of this provision shall be void. The suspension of such right of severability will not extend beyond the period set forth in Article 11 respecting the suspension of partition. It is intended hereby to restrict severability.

12.2 Conveyances. After the initial sales of the Condominiums, any conveyance of a Condominium by an Owner shall be presumed to convey the entire Condominium. However, nothing contained in this Section shall preclude the Owner of any Condominium from creating a cotenancy or joint tenancy in the ownership of the Condominium with any other person or persons.

ARTICLE 13

TERM OF DECLARATION

This Declaration shall run with the land and shall continue in full force and effect for a period of fifty (50) years from the date on which this Declaration is executed. After that time, this Declaration and all covenants, conditions, restrictions, and other provisions shall be automatically extended for successive ten (10) year periods unless this Declaration is revoked by an instrument executed by seventy five percent (75%) of the Owners of all the Condominiums in the Development and recorded in the office of the Blaine County Recorder.

ARTICLE 14

PROTECTION OF MORTGAGEES

14.1 Mortgage Permitted. Any Owner may encumber his Condominium with a mortgage.

14.2 Subordination. Any lien created or claimed under the provisions of this Declaration is expressly made subject and subordinate to the rights of any mortgage that encumbers all or a portion of the Development, or any Condominium, made in good faith and for

value, and no such lien shall in any way defeat, invalidate, or impair the obligation or priority of such mortgage unless the mortgagee expressly subordinates his interest, in writing, to such lien.

14.3 Amendment. The prior written consent, as provided in Section 14.3.9, below, of all holders of all first mortgages shall be required for any material amendment to this Declaration, to the Articles or to the Bylaws. As used in this Section 14.3, the term “any material amendment” is defined to mean amendments to provisions of this Declaration, to the Articles or to the Bylaws governing the following subjects:

14.3.1 The purpose for which the Development may be used;

14.3.2 Voting;

14.3.3 Assessments, collection of assessments, creating and subordination of assessment liens;

14.3.4 Reserves for repair and replacement of common area improvements;

14.3.5 Maintenance of common area and improvements thereon;

14.3.6 Casualty and liability insurance;

14.3.7 Rights of use to and in the common area;

14.3.8 Any provision, which by its terms, is specifically for the benefit of first mortgagees, or specifically confers rights on first mortgagees.

14.3.9 The Association shall provide notice of such amendment by United States mail, return receipt requested, to the holders of all first mortgages that have previously disclosed their interest in writing to the Association. In the event that no response from said first mortgagee is received by the Association within thirty (30) days of the mailing of said notice, the non-responding first mortgagee shall be deemed to have consented to the amendment.

14.4 Restrictions on Certain Changes. Unless the holders of all first mortgages of have given their prior written approval, as provided in Section 14.4.7, below, neither the Association nor the Owners shall be entitled:

14.4.1 By act or omission to seek to abandon or terminate the condominium project, except for abandonment provided by statute in case of substantial loss to the Units and common area;

14.4.2 To change the method of determining the obligations, assessment, dues or other charges which may be levied against any Owner, or to change the pro rata interest

or obligations of any Condominium for purposes of levying assessments or charges or allocating distributions of hazard insurance proceeds or condemnation awards or for determining the pro rata share of ownership of each Owner in the common area;

14.4.3 To partition or subdivide any Unit; any partition or subdivision shall be subject to the applicable laws of all government entities with jurisdiction thereover;

14.4.4 By act or omission to seek to abandon, partition, subdivide, encumber, sell or transfer the common area. The granting of easements for public utilities or for other public purposes consistent with the intended use of the common area by the Association or the Owners shall not be deemed to be a transfer within the meaning of this clause.

14.4.5 To use hazard insurance proceeds for losses to Units or common area improvements in the development or to any other Association property, for other than the repair, replacement or reconstruction of such improvements or property except as provided by statute in case of substantial loss to the Units or common area of the development.

14.4.6 By act or omission to change, waive, or abandon the provisions of this Declaration, or the enforcement thereof, pertaining to architectural design or control of the exterior appearance of structures in the development, the maintenance of the common area, walks or fences and driveways, or the upkeep of lawns and plantings in this Development.

14.4.7 The Association shall provide notice of such acts referred to in paragraphs 14.4.1. through 14.4.6, above, by United States mail, return receipt requested, to the holders of all first mortgages that have previously disclosed their interest in writing to the Association. In the event that no response from said first mortgagee is received by the Association within thirty (30) days of the mailing of said notice, the non-responding first mortgagee shall be deemed to have consented to the act.

14.5 Right to Examine Books and Records. First mortgagees can examine the books and records of the Association or the condominium project and can require the submission of financial data concerning the Association or the condominium project, including annual audit reports and operating statements as furnished by the Owners.

14.6 Distribution of Insurance and Condemnation Proceeds. No Owner, or any other party, shall have priority over any right of first mortgagees of Condominiums pursuant to their mortgages in case of a distribution to Owners of insurance proceeds or condemnation awards for losses to or a taking of Units or common area. Any provisions to the contrary in this Declaration or in the Bylaws or other documents relating to the development is to such extent void. All applicable fire and all physical loss or extended coverage insurance policies shall contain loss payable clauses acceptable to the affected first mortgagees naming the mortgagees, as their interests may appear.

14.7 Notices to First Mortgagees of Record. Upon any loss to any Unit covered by a mortgage, if such loss exceeds Five Thousand Dollars (\$5,000) or any loss to the common area, if such loss exceeds Ten Thousand Dollars (\$10,000), or on any taking of the common area, notice in writing of such loss or taking shall be given to each first mortgagee of record. If any Owner of a unit is in default under any provision of these covenants, conditions and restrictions, or under any provision of the Bylaws or the Association rules, which default is not cured within thirty (30) days after written notice to such Owner, the Association shall give the first mortgagee of record of such Owner written notice of such default and of the fact that said thirty (30) day period has expired.

14.8 Voting Rights on Default. In case of default by any Owner in any payment due under the terms of any first mortgage encumbering such Owner's Condominium, or the promissory note secured by the mortgage, the first mortgagee or his representative, on giving written notice to such defaulting Owner or Owners, and placing of record a notice of default, is hereby granted a proxy and can exercise the voting rights of such defaulting Owner attributable to such Condominium at any regular or special meeting of the members held during such time as such default may continue.

14.9 Payments by First Mortgagees. First mortgagees of Condominiums may, jointly or singularly, pay taxes or other charges against common area and may pay overdue premiums on hazard insurance policies, or secure new hazard insurance coverage on the lapse of a policy, for common area improvements or other insured property of the Association and, upon making any such payments, such first mortgagees shall be owed immediate reimbursement therefor from the Association. This provision shall constitute an agreement by the Association for the express benefit of all first mortgagees and upon the request of any first mortgagee the Association shall execute and deliver to such first mortgagee a separate written agreement embodying the provisions of this Section 14.9.

14.10 Effect of Breach. No breach of any provision of these covenants, conditions, and restrictions shall invalidate the lien of any mortgage in good faith and for value, but all of the covenants, conditions and restrictions shall be binding on any Owner whose title is derived through foreclosure sale, trustees's sale, or otherwise.

14.11 Foreclosure. If any condominium is encumbered by a mortgage made in good faith and for value, the foreclosure of any lien created by any provision set forth in this Declaration for assessments, or installments of assessments, shall not operate to affect or impair the lien of the mortgage. On foreclosure of the mortgage, the lien for assessments, or installments, that has accrued up to the time of foreclosure shall be subordinate to the lien of the mortgage, with the foreclosure-purchaser taking title to the Condominium free of the lien for assessments, or installments, that has accrued up to the time of the foreclosure sale. On taking title to the Condominium, the foreclosure-purchaser shall only be obligated to pay assessments or other charges levied or assessed by the Association after the foreclosure-purchaser acquired title to the Condominium. The subsequently levied assessments or other charges may include

previously unpaid assessments provided all Owners, including the foreclosure-purchaser, and his successors and assigns are required to pay their proportionate share as provided in this Section.

14.12 Loan to Facilities. Any mortgage given to secure a loan to facilitate the resale of a Condominium after acquisition by foreclosure or by a deed-in-lieu of foreclosure or by an assignment-in-lieu of foreclosure shall be deemed to be a loan made in good faith and for value and entitled to all of the rights and protections of this Article 14.

14.13 Appearance at Meetings. Because of its financial interest in the development, any mortgagee may appear (but cannot vote except under the circumstances set forth in Section 14.8) at meetings of the members and the Board to draw attention to violations of this Declaration that have not been corrected or made the subject of remedial proceedings and assessments.

14.14 Right to Furnish Information. Any mortgagee can furnish information to the Board concerning the status of any mortgage.

14.15 Contracts with Declarant. Any agreement between the Association and Declarant pursuant to which the Declarant agrees to provide services shall provide for termination by either party without cause or payment of a termination fee on thirty (30) days' written notice and shall have a maximum contract term of one (1) year; provided that the Board can renew any such contract on year-to-year basis.

14.16 Mortgagee to Notify Board of Owners Default. Upon the happening of a default under the terms of a mortgage of a Condominium which would permit the holder to declare the entire principal sum due, notice of the intention of the holder to do so shall be given to the Board but failure to give such notice shall not prevent the holder from instituting a foreclosure action and joining the Association as a party defendant therein.

14.17 Rights of Association with Respect to Mortgages in Default. The Association shall have the following rights, powers and privileges with respect to mortgages in default:

14.17.1 By and with the consent of the holder thereof, to remedy the defaults existing under the terms of the mortgage and to put the same in good standing. In the event the Board shall make the advances necessary to remedy the defaults, the Association shall be deemed to hold a junior participating interest in the obligation and mortgage for the sum of principal together with interest, costs, disbursements, counsel fees, insurance, taxes or other charges so advanced with the right to foreclosure of such junior participating interest against the defaulting Unit Owner for the benefit of the remaining Unit Owners. The holder of the mortgage shall in no event be required or have the obligation to collect the junior interest so created on behalf of the Association.

14.17.2 To acquire such mortgage by assignment from the holder thereof either before or after the institution of a foreclosure action. The mortgage shall be acquired in the name of the Association with all the powers and rights of the holder against the defaulting Unit Owner including the right to foreclose the same for the benefit of the remaining Owners.

14.17.3 To accept from the defaulting unit Owner a deed transferring the unit and its common interest and, by and with the consent of the holder of the mortgage, to remedy the defaults existing under the terms thereof for the benefit of the other Unit Owners.

14.17.4 To continue any pending action or to institute an action to foreclose any mortgage taken by assignment under subsection 14.18.2 above, or to take a deed in lieu of such foreclosure.

In no event shall a Unit Owner be relieved from liability already incurred for past due common expenses and charges or be relieved from personal liability on the bond, note or other obligation by reason of any conveyance made under the provisions set forth above.

14.18 Association Shall be Necessary Party in All Mortgage or other Lien Foreclosures. The Association shall be a necessary party in every action brought to foreclosure any mortgage or other lien affecting a Condominium. The Association shall be entitled to bid at any sale, whether the Association is the plaintiff or a defendant, and to purchase any Condominium at such sale for such amount as shall be approved by the Board taking into consideration the amount due, the costs and disbursements, and all other charges affecting the Condominium. The Association shall not, however, be limited in its bidding to such amount or total but may bid any higher sum it finds necessary in order to protect the interests of the other unit Owners.

ARTICLE 15

RETAINED RIGHTS OF DECLARANT

15.1 Retained Right to Develop and Include Adjacent Property. The Declarant hereby expressly retains the right to acquire property adjacent to the Real Property at any time and to develop such additional property and include such additional property to the Development subject to all of the provisions of this Declaration and the Bylaws. "Adjacent property" shall mean property which adjoins the Real Property or which is separated from the Real Property by a road, street or easement, but would adjoin the Real Property but for such road, street or easement, whether the road, street or easement is public or private. Any additional property to be added to the Development, if improved, shall be improved and developed with condominium buildings and other facilities which are substantially similar in architectural style, construction and materials to the Development; provided, however, that if Declarant acquires Lot 1, Sun Mountain Subdivision, Blaine County, Idaho, which has existing condominiums built on it, Declarant may include such property and such condominiums in the Development "as is" without any obligation to remodel, repaint or otherwise change such structures. In addition, Declarant reserves the right

to change the size, design, and allocation of commercial or residential use of the Units to meet market demands. The Declarant specifically retains the right to amend this Declaration and the Condominium Plat to include the additional property, condominium units, and common areas. Any Owner's acceptance of a deed to any Unit of the Development constitutes express consent to such amendments.

15.2 Adjustments to Common Areas. If the Declarant acquires additional property and adds such additional property to the Development as provided above, all interests in the Common Areas shall be adjusted appropriately. A revised Exhibit B setting forth the Common Area ownership percentages of all of the Units shall be prepared and recorded as part of the amended Declaration.

15.3 Adjustments to Assessments. If additional Units are added to the Development as provided above, the Assessments shall be recalculated to include the Common Expenses of the additional property added to the Development and allocated as provided in Article 6. Each additional Unit which is added to the Development as provided in this Article 15 shall be subject to Assessments commencing on the first day of the month which is six (6) months after issuance of a Certificate of Occupancy for such Unit; provided that any Owner of a Unit other than Declarant shall pay full assessments for such Owner's Unit from the date of conveyance of such Unit to such Owner.

ARTICLE 16

AMENDMENT

16.1 Amendment of Declaration. This Declaration may be amended or revoked in any respect by the vote or written consent of seventy five percent (75%) of the members of the Association. Also, if the consent or approval of any governmental authority, mortgagee, or other person, firm, agency or entity is required under this Declaration with respect to any amendment or revocation of any provision of this Declaration, no such amendment or revocation shall become effective unless such consent or approval is obtained.

16.2 Reliance on Amendments. Any amendments made in accordance with the terms of this Declaration shall be presumed valid by anyone relying on them in good faith.

ARTICLE 17

GENERAL PROVISIONS

17.1 Headings. The headings used in this Declaration are for convenience only and are not to be used to interpret the meaning of any of the provisions of this Declaration.

17.2 Severability. The provisions of this Declaration shall be deemed independent and severable, and the invalidity or partial invalidity or unenforceability of any provisions or portions of it shall not invalidate any other provisions.

17.3 Cumulative Remedies. Each remedy provided for in this Declaration shall be cumulative and not exclusive. Failure to exercise any remedy provided for in this Declaration shall not, under any circumstances, be construed as a waiver thereof.

17.4 Violations as Nuisance. Every act or omission in violation of the provisions of this Declaration shall constitute a nuisance and, in addition to all other remedies herein set forth, may be abated or enjoined by any Owner, any member of the Board, the Manager, or the Association.

17.5 Access to Books. Any Owner may, at any reasonable time and upon reasonable notice to the Board or Manager at his own expense, cause an audit or inspection to be made of the books and financial records of the Association.

17.6 Liberal Construction. The provisions of this Declaration shall be liberally construed to effectuate its purpose. Failure to enforce any provision hereof shall not constitute a waiver of the right to enforce said provision thereafter.

17.7 Notification of Sale of Condominium. Concurrently with the consummation of the sale of any Condominium under circumstances whereby the transferee becomes an Owner thereof, or within five (5) business days thereafter, the transferee shall notify the Board in writing of such sale. Such notification shall set forth the name of the transferee and his mortgagee and transferor, the common address of the Condominium purchased by the transferee, the transferee's and the mortgagee's mailing address, the date of sale, the amount of such mortgages and the recording information pertinent to identify same. Prior to the receipt of such notification, any and all communications required or permitted to be given by the Association, the Board or the Manager shall be deemed to be duly made and given to the transferee if duly and timely made and given to said transferee's transferor. Mailing addresses may be changed at any time upon written notification to the Board. Notices shall be deemed received forty-eight (48) hours after mailing if mailed to the transferee, or to his transferor if the Board has received no notice of transfer as above provided, by certified mail, return receipt requested, at the mailing address above specified. Notice shall also be deemed received twenty-four (24) hours after being sent by telegram or upon personal delivery to any occupant of a Condominium over the age of eighteen (18) years.

17.8 Number; Gender. The singular shall include the plural and the plural the singular unless the context requires the contrary, and the masculine, feminine, and neuter shall each include the masculine, feminine or neuter, as the context requires.

17.9 Exhibits. All exhibits referred to are attached to this Declaration and incorporated by reference.

17.10 Easements Reserved and Granted. Any easements referred to in this Declaration shall be deemed reserved or granted, or both reserved and granted, by reference to this Declaration in a deed to any Condominium.

17.11 Binding Effect. This Declaration shall inure to the benefit of and be binding on the successors and assigns of the Declarant, and the heirs, personal representatives, grantees, tenants, successors, and assigns of the Owners.

17.12 Unsegregated Real Estate Taxes. Until such time as real property taxes have been segregated by the Blaine County Assessor, they shall be paid by the respective Owners of Condominiums. The proportionate share of the taxes for a particular Condominium shall be determined by dividing the initial sales price or offered initial sales price of the Condominium by the total initial sales prices and offered initial sales prices of all Condominiums within the Development (the term "offered initial sales price" means the price at which an unsold Condominium is then being offered for sale by Declarant). If, and to the extent, that taxes are not paid by any Owner of a Condominium and are allowed to become delinquent, they shall be collected from the delinquent Owner by the Association.

17.13 Designation of Person to Receive Service. Declarant, as the Owner of the development and every part thereof, and for all subsequent Owners of Condominiums, has executed pursuant to Idaho Code Section 55-1512 a Designation of Person to Receive Service, a copy of which is attached hereto as Exhibit "E" and made a part hereof. This Designation shall be filed with the recorder of Blaine County, Idaho. Upon termination of the authority to receive service of the person designated herein, the Board shall prepare and file with said recorder a new such Designation naming another person to receive service.

17.14 Consent of Recordation. Declarant, as the Owner of the fee simple title to the real property, hereby consents to the recordation of this Condominium Declaration and the Condominium Plat in the records of Blaine County, Idaho. Further, Declarant hereby certifies that all holders of recorded liens or other security interests in the real property have also consented to the recordation of such documents by virtue of the fully executed Certificates of Consent attached hereto as Exhibit "F" and made a part hereof, all as required by Idaho Code Section 55-1504(c) (iii).

17.15 Governing Law. This Agreement shall be governed by the laws, including conflicts of laws, of the State of Idaho, as an agreement between residents of the State of Idaho, and to be performed in the State of Idaho.

17.16 Attorney's Fees. In the event that any party hereto has to retain counsel for the purpose of enforcing any of the rights, duties or obligations arising out of or relating to this Agreement, the non-prevailing party shall pay to the prevailing party the latter's reasonable attorneys' fees and costs, whether or not litigation is actually instituted, and including attorneys' fees and costs on appeal and in any bankruptcy proceeding.

Declarant has executed this instrument as of the ____ day of _____ 2022.

Bohica Multi-Use Building LLC

By _____
Kirsten Ritzau, Member

STATE OF IDAHO)
) ss.
COUNTY OF BLAINE)

On this ____ day of _____, in the year 2022, before me, a Notary Public for the State of Idaho, personally appeared KIRSTEN RITZAU, known or identified to me to be the Member of BOHICA IDAHO, LLC., and the person who executed the instrument, and acknowledged to me that he executed the same on behalf of such corporation.

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

Notary Public for Idaho
Residing at: _____
My commission expires: _____

Project Information

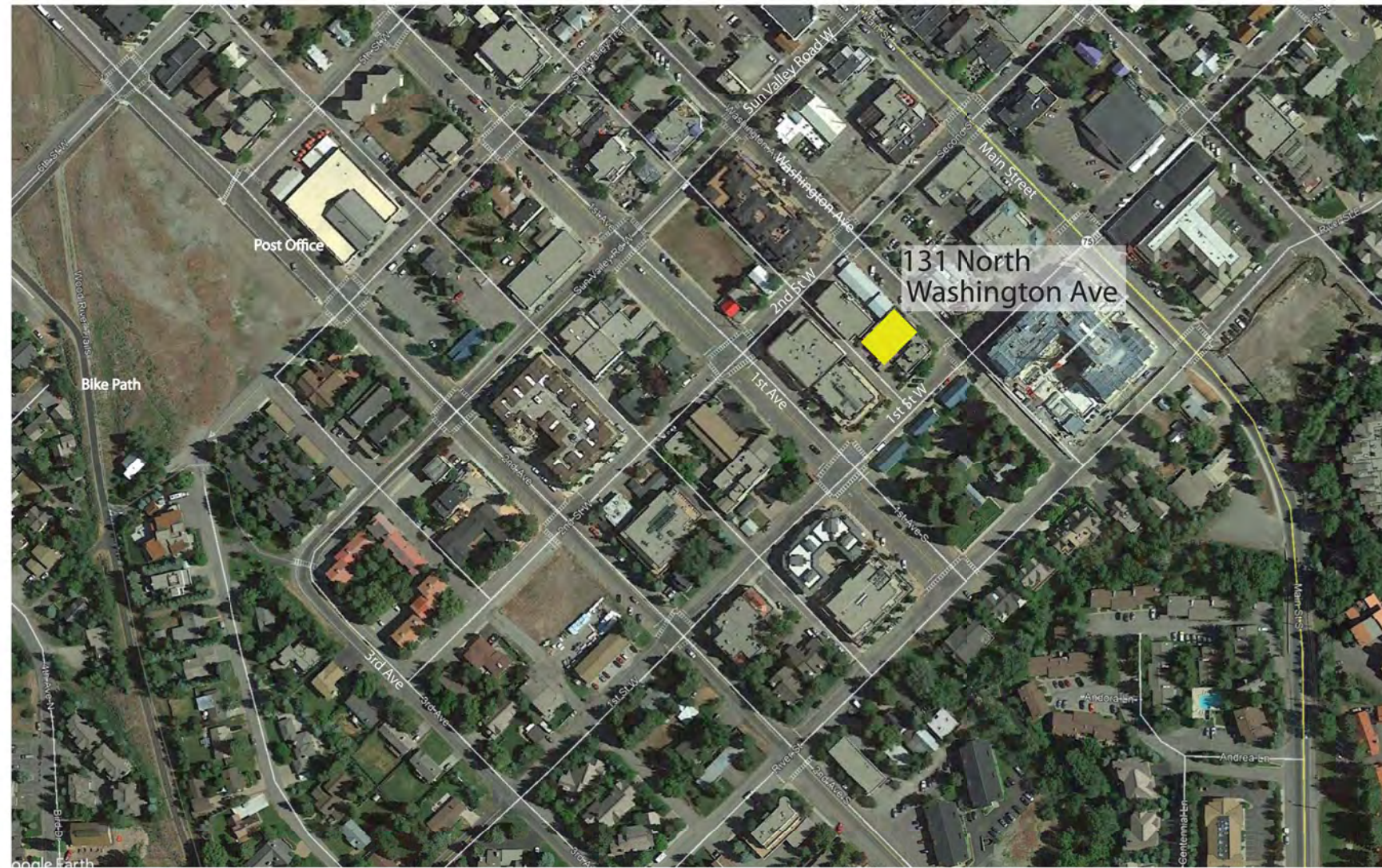
Address: 131 N Washington Ave, Ketchum, Idaho 83340
Parcel Number: RPK0000390030
Legal Description: Ketchum Lot 3, Block 39
Lot Size: 5500 sf
Building Department: City of Ketchum
County: Blaine
Building Code (per City Code 15.04 .010)
 • International Building Code (IBC) 2018 Edition, Appendices A, B, C, E, G, I, and J and revised section 903 and excluding section 101.4.3
 • International Energy Conservation Code (IECC) 2018 Edition, Including the appendix
 • International Existing Building Code (IEBC), 2018 Edition
 • International Property Maintenance Code (IPMC), 2018 Edition
 • International Residential Code (IRC), 2018 Edition, Parts 1 through IV and IX, including appendices D, E, F, G, H, J, K, and M.
 • International Building Code (IBC), Water conservation provisions of Appendix M
 • Ketchum Municipal Code, Chapter 15.08

Property Zoning (per official zoning district map)
 Community Core (CC) - Subdistrict 2 (Mixed Use)

Permitted Use (per City Code 17.12.020. Table):
 Residential: Dwelling, multi-family
 Commercial: Retail Trade, Retail Commercial

Setbacks / Height (per City Code 17.12.040. Table, Subdistrict 2: Mixed Use):
 Front and street side = 5'-0" average
 Side (Interior side) = 0'
 Rear = 3'
 Setback for 4th floor = 10'
 Cantilevered decks/overhangs = 0'

Maximum Building heights
 Cantilevered decks and overhangs = 8'-0"
 Building Height = 42'-0"
 Non-habitable structures on roof top = 10'-0"
 Perimeter walls enclosing roof top deck = 4'-0" abv roof surface ht. (min. 75% transparent)
 Roof top solar and mechanical equipment = 5'-0"



Planning Code Compliance

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 fifty percent (50%) of atriums over eighteen feet (18') 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 (3) or more sides by building walls are included.

FLOOR AREA INCREASE. The gross and net floor area of a building allowed in addition to the permitted floor area in exchange for the provision of community housing units within the project, all of which are considered to be a public benefit.

FLOOR AREA, NET. The sum of the horizontal areas of all floors in a building including basements but not including open unenclosed decks, interior or exterior circulation, mechanical equipment rooms, parking areas, common areas, public bathrooms or storage areas in basements.

	Residence	Apartment	Studio	Common	Commercial	Garage	Circulation	Mech
Level 1 (ground level)	0 sf	102 sf	739 sf	851 sf	1422 sf	866 sf	161 sf	236 sf
Level 2 (second level)	1365 sf	1721 sf	0 sf	338 sf	0 sf	0 sf	202 sf	42 sf
Level 3 (third level)	2140 sf	0 sf	0 sf	0 sf	0 sf	0 sf	186 sf	0 sf
Total By Use	3505 sf	1823 sf	739 sf	1189 sf	1422 sf	866 sf	549 sf	278 sf

Parking Calculations
 Residential multiple-family dwelling within the Community Core (CC) District :
 Units 750 square feet or less 0 parking spaces
 Units 751 square feet to 2,000 square feet 1 space
 Units 2,001 square feet and above 2 parking spaces
3 parking spaces provided

Floor Area Ratio (F.A.R.) (17.124.040)
 FLOOR AREA RATIO: The product of the floor area divided by the lot area.

Property 100' x 55' = 5505 sf (per sheet C0.2, Permitted by right, 1.0)
 Community Core Housing Incentive (2.25) = 5505 x 2.25 = 12,386 sf

Basic FAR allowance	Proposed FAR	Max. FAR allowed with inclusionary housing
1.0 (5,505 gsf)	1.8 (9,983gsf / 5,505 gsf)	2.25 (12,386 gsf)

Community Housing calculation
 9983 gsf - 486 sf (parking discount, (3)-9x18) = 9497 sf
 9497 sf - 5505 sf = 3992 sf
 3992 sf x 20% = 798 sf
 798 sf - 15% (gross sf discount) = 678 sf (net sf (inside face of finish sf) Community Housing requirement)
 678 sf (req. Community Housing) - 739 sf (provided Community Housing) = -61 sf
 In-lieu payment = \$238/sf x xxx sf = \$xxx,xxx (in-lieu payment) - NA

- Drip Lines / Drainage - No drop lines or snow shedding occur on public sidewalks. Roof and canopy drainage collected and directed by internal gutters into drywell located on property.
- Site Lighting Plan - All lighting and illumination to conform to dark sky ordinance.
- Mechanical Screening - Mechanical units located on roof to be screened as per elevations.
- Green Building - Project to be constructed to USGBC standards.
- Public Open Space - Trash receptacles, benches and gathering spaces are provided along public streets.
- Snow Storage Calculation - There are no viable snow storage areas located on site. All snow management will be accomplished by snowmelt and hauling snow off-site.
- Storm Water - On-site storm water shall be directed to internal roof drains, drain leaders, and trench drain grates and retained on site through an underground infiltration system designed by Galena Engineers.
- Drainage improvements will be made equal to the length of the subject property lines adjacent to public streets.
- All utility improvements necessary for the development will be provided and made to meet City of Ketchum standards.
- Garbage will be collected in rolling carts and stored in a closed garbage closet adjacent to the alley. No satellite receivers are proposed.
- Existing sidewalks will be replaced with new 8-foot wide sidewalks per city standards. One bicycle rack for (2) bicycles will be provided adjacent to the entry with direct access to the sidewalk.

Retail Commercial - Use of this space will be restricted to only uses that do not require additional on-site parking. Exempt uses include food service, the first 5,500 SF of retail, and the first 5,500 SF of assembly uses.



Index of Drawings

CS	Cover Sheet
C0.1	Cover Sheet - Civil
C0.2	Existing Site Conditions
C1.0	Site Grading and Drainage
C1.1	Detail Sheet - Civil
CA-001	Construction Activity Plan
L1	Landscape Site Plan
A-001	as-built images
A-002	as-built drawings
A-003	code analysis
A-004	floor areas
A-101	setback sections
A-102	floor plan
A-103	floor plan
A-104	floor plan
A-105	roof plan
A-200	renderings
A-201	elevations
A-202	elevations
A-203	elevations
E-101	electrical - exterior

131 N Washington Ave
 PO BOX 3204
 Hailey, Idaho
 83333-3204
 P. 208.589.0771

PROJECT:
Bohica Building

131 N Washington Ave
 Ketchum, ID 83340

DATE: 03/15/22

PROJECT NO:

REVISION DATE:

REVISION DATE:

REVISION DATE:

REVISION DATE:

REVISION DATE:

REVISION DATE:

REVISION DATE:

REVISION DATE:

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Bohica Building

131 N Washington Ave

Ketchum, ID 83340

BRUNELLE ARCHITECTS, INC
 MIKE BRUNELLE
 190 CRANBROOK RD
 PO BOX 3204
 HAILEY, IDAHO
 83333
 P. 208.589.0771
 MIKE@BRUNELLEARCHITECTS.COM

Cover Sheet

SCALE: As Indicated

CS

DRAWN BY: Author

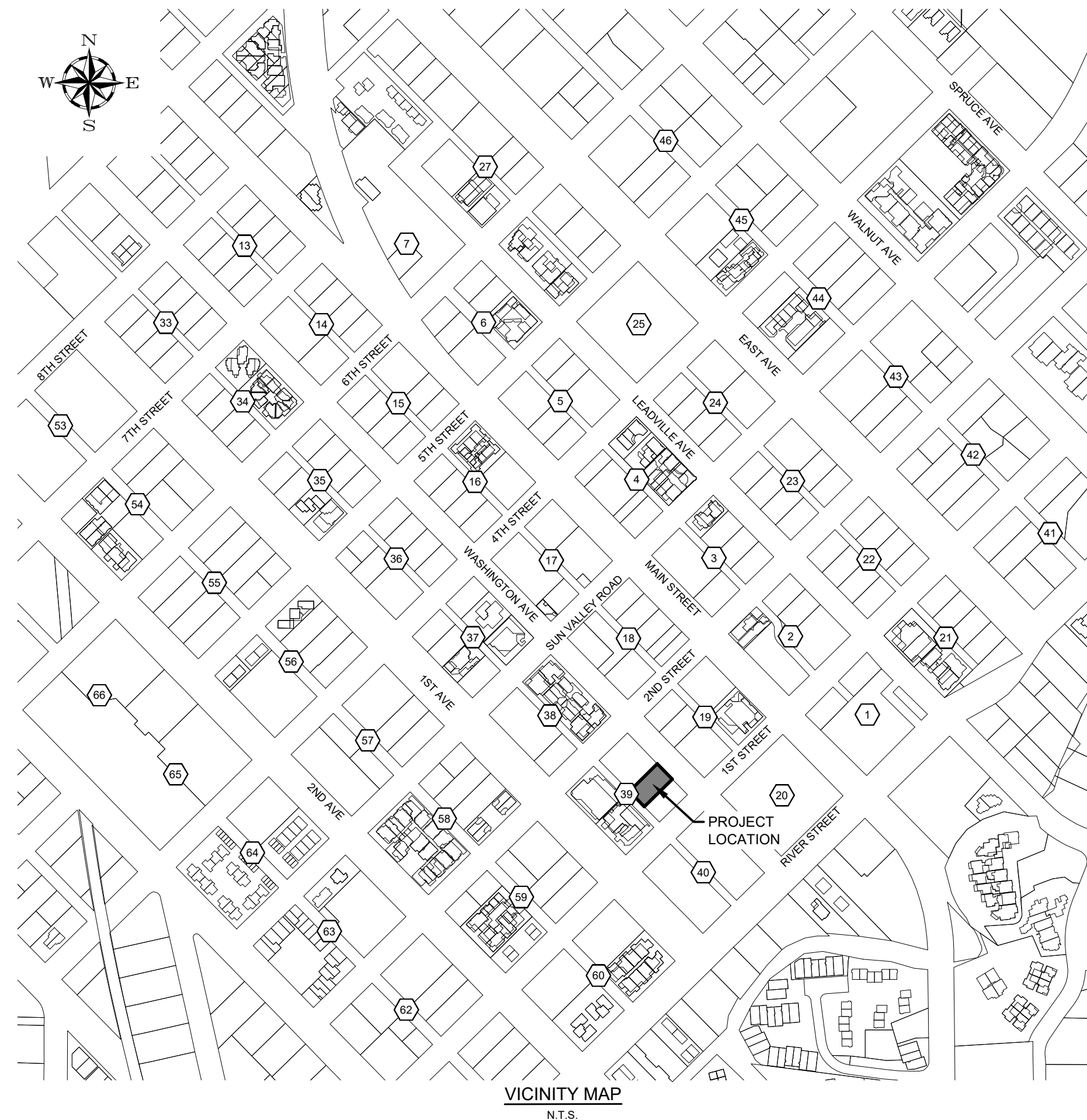
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BOHICA MULTI-USE 131 WASHINGTON AVE KETCHUM, IDAHO FEBRUARY 2022

CONSTRUCTION NOTES

1. ALL CONSTRUCTION SHALL BE IN CONFORMANCE WITH THE MOST CURRENT EDITION OF THE "IDAHO REGULATIONS FOR PUBLIC DRINKING WATER SYSTEMS," THE CURRENT EDITION OF THE "IDAHO STANDARDS FOR PUBLIC WORKS CONSTRUCTION" (ISPC), AND CITY OF KETCHUM STANDARDS. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING AND KEEPING A COPY OF THE ISPC ON SITE DURING CONSTRUCTION.
2. THE LOCATION OF EXISTING UNDERGROUND UTILITIES ARE SHOWN ON THE PLANS IN AN APPROXIMATE WAY. THE CONTRACTOR SHALL BE RESPONSIBLE FOR LOCATING EXISTING UTILITIES PRIOR TO COMMENCING AND DURING THE CONSTRUCTION. THE CONTRACTOR AGREES TO BE FULLY RESPONSIBLE FOR ANY AND ALL DAMAGES WHICH RESULT FROM HIS FAILURE TO ACCURATELY LOCATE AND PRESERVE ANY AND ALL UNDERGROUND UTILITIES. CONTRACTOR SHALL CALL DIGLINE (1-800-342-1585) TO LOCATE ALL EXISTING UNDERGROUND UTILITIES.
3. THE CONTRACTOR SHALL CLEAN UP THE SITE AFTER CONSTRUCTION SO THAT IT IS IN A CONDITION EQUAL TO OR BETTER THAN THAT WHICH EXISTED PRIOR TO CONSTRUCTION, INCLUDING BUT NOT LIMITED TO, EPA'S NPDES CONSTRUCTION GENERAL PERMIT.
4. THE CONTRACTOR SHALL OBTAIN ALL NECESSARY PERMITS PRIOR TO CONSTRUCTION.
5. CONSTRUCTION OF WATER MAINS AND ALL OTHER RELATED APPURTENANCES SHALL BE IN ACCORDANCE WITH THE IDAHO STANDARDS FOR PUBLIC WORKS CONSTRUCTION (ISPC), IDAPA 58.01.08, IDAHO RULES FOR PUBLIC DRINKING WATER SYSTEMS AND THE CITY OF KETCHUM UTILITIES DEPARTMENT STANDARDS.
6. CONTRACTOR SHALL PRESSURE TEST, DISINFECT, AND CONDUCT BIOLOGICAL TESTING IN ACCORDANCE WITH THE IDAHO STANDARDS FOR PUBLIC WORKS CONSTRUCTION (ISPC), AMERICAN WATER WORKS ASSOCIATION (AWWA) STANDARDS, AND THE PRESSURE TESTING, DISINFECTION, AND MICROBIOLOGICAL TESTING PROCEDURES.
7. ALL WATER SUPPLY FIXTURES, FITTINGS, PIPING, AND ALL RELATED APPURTENANCES SHALL BE ANSISNF STD. 61 COMPLIANT.
8. ALL WATER SUPPLY FIXTURES, FITTINGS, PIPING, AND ALL RELATED APPURTENANCES SHALL COMPLY WITH THE LOW LEAD ACT REQUIRING ALL MATERIALS TO HAVE A LEAD CONTENT EQUAL TO OR LESS THAN 0.25%.
9. THE CONTRACTOR SHALL USE ANSISNF STANDARD 60 CHEMICALS AND COMPOUNDS DURING INSTALLATION & DISINFECTION OF POTABLE WATER MAIN.
10. CONTRACTOR SHALL COORDINATE LOCATIONS OF DRY UTILITY FACILITIES (POWER, CABLE, PHONE, TV) NOT SHOWN ON THE DRAWING WITH IDAHO POWER.
11. ALL CLEARING & GRUBBING SHALL CONFORM TO ISPC SECTION 201.
12. ALL EXCAVATION & EMBANKMENT SHALL CONFORM TO ISPC SECTION 202. EXCAVATED SUBGRADE SHALL BE COMPACTED AND ALL UNSUITABLE SECTIONS REMOVED AND REPLACED WITH STRUCTURAL FILL AS DETERMINED BY THE ENGINEER. MINIMUM COMPACTION OF PLACED MATERIAL SHALL BE 95% OF MAXIMUM LABORATORY DENSITY AS DETERMINED BY AASHTO T-99 OR ITD T-91.
13. ALL 2" MINUS GRAVEL SHALL CONFORM TO ISPC 802, TYPE II (ITD STANDARD 703.04, 2"), SHALL BE PLACED IN CONFORMANCE WITH ISPC SECTION 801 AND COMPACTED PER SECTION 202. MINIMUM COMPACTION OF PLACED MATERIAL SHALL BE 90% OF MAXIMUM LABORATORY DENSITY AS DETERMINED BY AASHTO T-99.
14. ALL 3/4" MINUS CRUSHED GRAVEL SHALL CONFORM TO ISPC 802, TYPE I (ITD STANDARD 703.04, 3/4" B), SHALL BE PLACED IN CONFORMANCE WITH ISPC SECTION 802 AND COMPACTED PER SECTION 202. MINIMUM COMPACTION OF PLACED MATERIAL SHALL BE 95% OF MAXIMUM LABORATORY DENSITY AS DETERMINED BY AASHTO T-99 OR ITD T-91.
15. ALL ASPHALTIC CONCRETE PAVEMENT WORK SHALL CONFORM TO ISPC SECTION(S) 805, 810, AND 811 FOR CLASS II PAVEMENT. ASPHALT AGGREGATE SHALL BE 1/2" (13MM) NOMINAL SIZE CONFORMING TO TABLE 803B IN ISPC SECTION 803. ASPHALT BINDER SHALL BE PG 58-28 CONFORMING TO TABLE A-1 IN ISPC SECTION 805.
16. ALL EDGES OF EXISTING ASPHALT PAVING SHALL BE SAW CUT 24" TO PROVIDE A CLEAN PAVEMENT EDGE FOR MATCHING. NO WHEEL CUTTING SHALL BE ALLOWED.
17. THE CONTRACTOR SHALL BE RESPONSIBLE FOR PROVIDING TRAFFIC CONTROL PER THE CURRENT EDITION OF THE US DEPARTMENT OF TRANSPORTATION MANUAL OF UNIFORM TRAFFIC CONTROL DEVICES (MUTCD).
18. ALL CONCRETE FORM WORK SHALL CONFORM TO ISPC SECTION 701 AND 703. ALL CONCRETE SHALL BE 3,000 PSI MINIMUM, 28 DAY, AS DEFINED IN ISPC SECTION 703, TABLE 1.C.
19. ALL TRENCHING SHALL CONFORM TO ISPC STANDARD DRAWING SD-301. TRENCHES SHALL BE BACKFILLED AND COMPACTED TO A MINIMUM OF 95% OF MAXIMUM DENSITY AS DETERMINED BY AASHTO T-99.
20. TOPOGRAPHIC, SITE, AND BOUNDARY SURVEYS SHOWN HEREON WERE CONDUCTED BY GALENA ENGINEERING, INC. 08/18/2021. REFER TO TOPOGRAPHIC MAP FOR NOTES.
21. PER IDAHO CODE § 55-1613, THE CONTRACTOR SHALL RETAIN AND PROTECT ALL MONUMENTS, ACCESSORIES TO CORNERS, BENCHMARKS AND POINTS SET IN CONTROL SURVEYS; ALL MONUMENTS, ACCESSORIES TO CORNERS, BENCHMARKS AND POINTS SET IN CONTROL SURVEYS THAT ARE LOST OR DISTURBED BY CONSTRUCTION SHALL BE REESTABLISHED AND RE-MONUMENTED, AT THE EXPENSE OF THE AGENCY OR PERSON CAUSING THEIR LOSS OR DISTURBANCE AT THEIR ORIGINAL LOCATION OR BY SETTING OF A WITNESS CORNER OR REFERENCE POINT OR A REPLACEMENT BENCHMARK OR CONTROL POINT, BY OR UNDER THE DIRECTION OF A PROFESSIONAL LAND SURVEYOR.

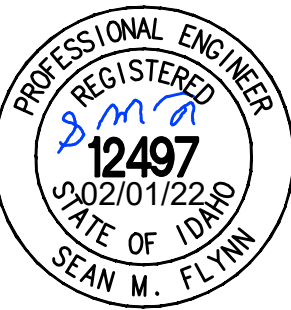


SHEET INDEX

SHEET#	DESCRIPTION
C0.1	COVER SHEET
C0.2	EXISTING SITE CONDITIONS
C1.0	SITE GRADING AND DRAINAGE
C1.1	DETAIL SHEET

**BOHICA MULTI-USE
131 WASHINGTON AVE
COVER SHEET**
 LOCATED WITHIN SECTION 18, T.4 N., R.18 E., B.M., CITY OF KETCHUM, BLAINE COUNTY, IDAHO
 PREPARED FOR BOHICA IDAHO, LLC

PROJECT INFORMATION
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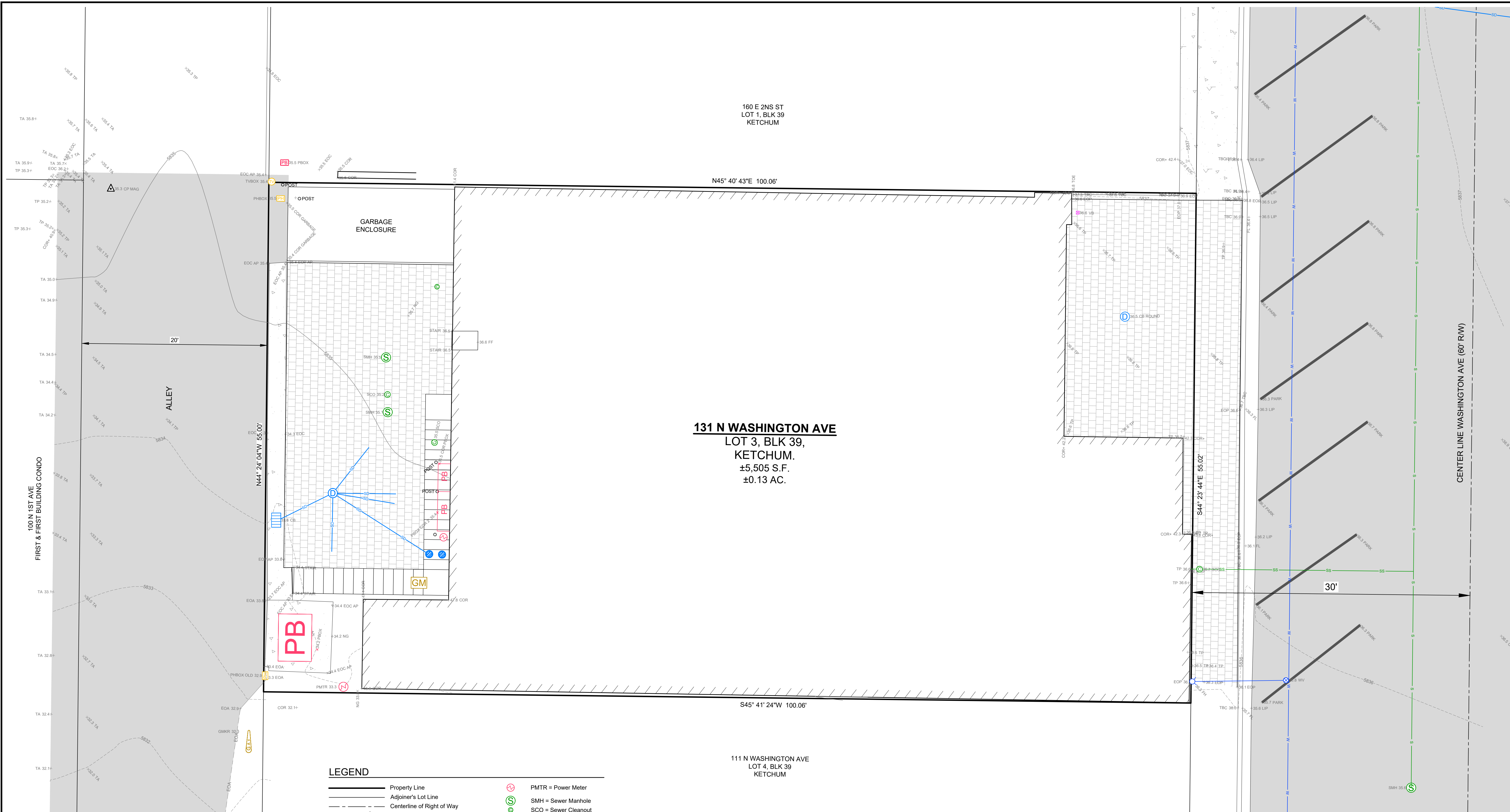
DESIGNED BY _____
 CT
 DRAWN BY _____
 SMF
 CHECKED BY _____

GALENA
ENGINEERING, INC.
 Civil Engineers & Land Surveyors
 317 N. River Street
 Hailey, Idaho 83433
 (208) 788-1705
 email: galena@galena-engineering.com

PURPOSE:	NO.	DATE	BY	REVISIONS

C0.1

REUSE OF DRAWINGS: These drawings, or any portion thereof, shall not be used on any project or extension of this Project except by agreement in writing with Galena Engineering, Inc.



131 N WASHINGTON AVE
 LOT 3, BLK 39,
 KETCHUM.
 ±5,505 S.F.
 ±0.13 AC.

160 E 2NS ST
 LOT 1, BLK 39
 KETCHUM

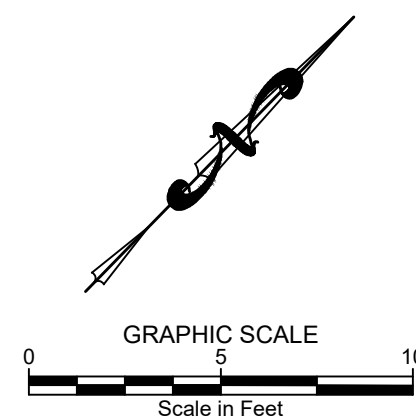
111 N WASHINGTON AVE
 LOT 4, BLK 39
 KETCHUM

LEGEND

- | | | | |
|--|----------------------------|--|--------------------------|
| | Property Line | | PMTR = Power Meter |
| | Adjoiner's Lot Line | | SMH = Sewer Manhole |
| | Centerline of Right of Way | | SCO = Sewer Cleanout |
| | FDAC = Found Aluminum Cap | | CB = Catch Basin |
| | FD5/8 = Found 5/8" Rebar | | DWELL = Drywell |
| | FD1/2 = Found 1/2" Rebar | | FH = Fire Hydrant |
| | CNTRL = Survey Control | | WV = Water Valve |
| | 5' Contour Interval | | VB = Valve Box |
| | 1' Contour Interval | | Vent/Drain, type unknown |
| | Curb & Gutter | | Post/Bollard |
| | Building | | AP = Angle Point |
| | Asphalt | | COR = Corner |
| | Concrete Sidewalk | | EOA = Edge of Asphalt |
| | Pavers | | EOC = Edge of Concrete |
| | GMTR = Gas Meter | | EOP = Edge of Pavers |
| | GMKR = Gas Marker | | FF = Finished Floor |
| | TVBOX = Cable TV Riser | | FL = Flow Line |
| | PHBOX = Telephone Riser | | LIP = Lip of Gutter |
| | PBOX = Power Box | | NG = Natural Ground |
| | Water Main | | RP = Reference point |
| | Sewer Main | | TBC = Top Back of Curb |
| | Sewer Service | | TOE = Toe of Slope |
| | Storm Drain | | TP = Top of Pavement |

NOTES

- The purpose of this map is to show topographical information as it existed on the date the field survey was performed. Changes may have occurred to site conditions since survey date (08/18/2021).
- Boundary information is based on Found Centerline Monumentation. Please refer to the Official Map of the Village of Ketchum, Instrument No. 302967, records of Blaine County, Idaho.
- Underground utility locations are based on above ground appurtenances, utilities visible at the time of the survey, and City maps. Utilities should be located prior to any excavation.
- Galena Engineering Inc. has not received a Title Policy from the client and has not been requested to obtain one. Relevant information that may be contained within a Title Policy may therefore not appear on this map and may affect items shown hereon. It is the responsibility of the client to determine the significance of the Title Policy information and determine whether it should be included. If the client desires for the information to be included they must furnish said information to Galena Engineering, Inc. and request it be added to this map.
- Benchmark is top of CP MAG TBC on the north east of property, elevation = 5837.4 Vertical Datum is NAVD 1988.



PURPOSE:

NO.	DATE	BY	REVISIONS

C0.2

GALENA ENGINEERING, INC.
 Civil Engineers & Land Surveyors
 317 N. River Street
 Hailey, Idaho 83433
 (208) 788-1705
 email: galena@galena-engineering.com

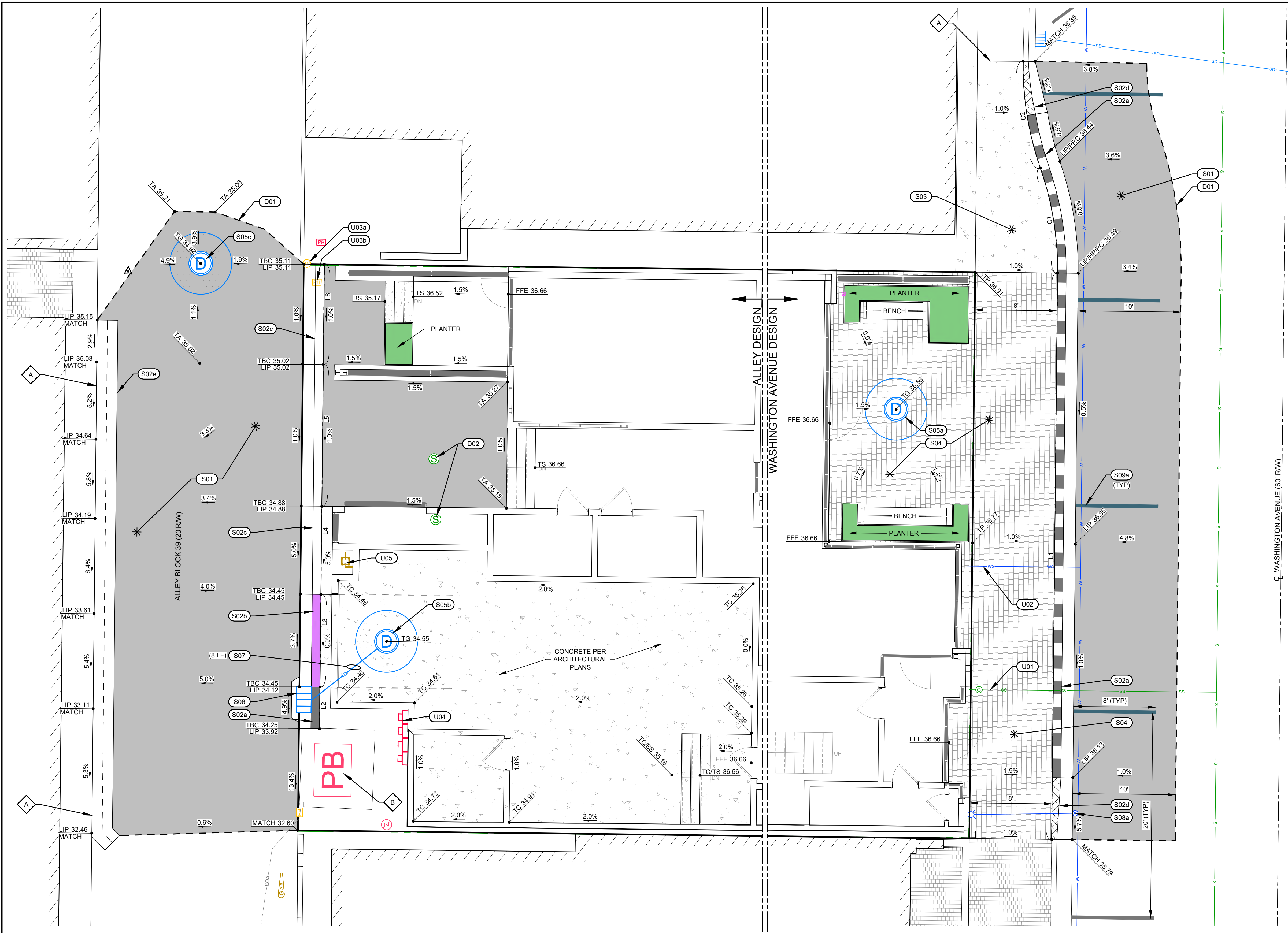
DESIGNED BY
DRAWN BY
SMF/MEP
CHECKED BY

PROFESSIONAL LAND SURVEYOR
16670
 09/28/21
 STATE OF IDAHO
 MARK E. PHILLIPS

LOT 3, BLK 39, KETCHUM
131 WASHINGTON AVE
EXISTING SITE CONDITIONS
 LOCATED WITHIN SECTION 18, T.4 N., R.18 E., B.M., CITY OF KETCHUM, BLAINE COUNTY, IDAHO
 PREPARED FOR: KKL, LLC

PROJECT INFORMATION
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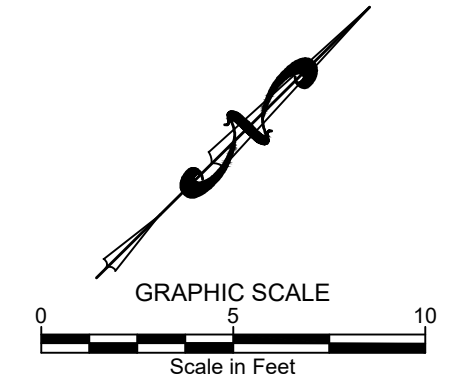
REUSE OF DRAWINGS: These drawings, or any portion thereof, shall not be used on any project or extension of this project except by agreement in writing with Galena Engineering, Inc.



Line	Direction	Length	Start Northing	Start Easting
L1	N44° 23' 44"W	55.02'	733836.648	1544628.846
L2	S44° 21' 43"E	4.04'	733772.523	1544543.199
L3	S44° 24' 04"E	9.00'	733778.953	1544536.902
L4	S44° 24' 04"E	8.56'	733785.071	1544530.911
L5	S44° 24' 04"E	13.77'	733794.910	1544521.278
L6	S44° 24' 04"E	9.72'	733801.855	1544514.475

Curve	Radius	Length	Delta	Chord Direction	Chord Length	Start Northing	Start Easting
C1	30.00'	10.38'	19° 49' 43"	N54° 18' 36"W	10.33'	733875.965	1544590.350
C2	30.00'	10.56'	20° 10' 39"	N54° 08' 08"W	10.51'	733881.992	1544581.960

ABBREVIATIONS
 BS = BOTTOM OF STEP
 EG = EXISTING GRADE
 FF = FINISHED FLOOR
 FFE = FINISHED FLOOR AT ENTRY
 LF = LINEAL FEET
 LIP = LIP OF GUTTER
 HP = HIGH POINT
 PC = POINT OF CURVATURE
 PRC = POINT OF REVERSE CURVE
 PT = POINT OF TANGENCY
 TBC = TOP BACK OF CURB
 TC = TOP OF CONCRETE
 TG = TOP OF GRATE
 TP = TOP OF PAVERS
 TS = TOP OF STEP



- DEMOLITION KEY NOTES**
- (D01) SAWCUT ASPHALT TO PROVIDE FOR A CLEAN VERTICAL EDGE.
 - (D02) REMOVE AND DISPOSE OF GREASE TRAP.
- SITE IMPROVEMENT KEY NOTES**
- (S01) CONSTRUCT ASPHALT ROADWAY / ASPHALT REPAIR. SEE DETAIL 1 / C1.1.
 - (S02) CONSTRUCT CONCRETE CURB AND GUTTER
 - a. 6" ROLLED C&G PER DETAIL 3 / C1.1.
 - b. CURB TRANSITION PER DETAIL 4 / C1.1.
 - c. ZERO REVEAL CURB AND GUTTER PER DETAIL 4 / C1.1.
 - d. ±6" OF CURB TRANSITION (BETWEEN 6" VERTICAL C&G AND 6" ROLLED C&G).
 - e. 24" WIDE CONCRETE VALLEY GUTTER. PER DETAIL 9 / C1.1
 - (S03) CONSTRUCT CONCRETE SIDEWALK. WIDTH AS SHOWN HEREON. SEE DETAIL 5 / C1.1.
 - (S04) CONSTRUCT HEATED PAVEMENT SIDEWALK. WIDTH AS SHOWN HEREON. SEE DETAIL 2 / C1.1.
 - (S05) DRYWELL. SEE DETAIL 7 / C1.1.
 - a. CONTRACTOR TO CLEAN EXISTING DRYWELL. CONNECT ROOF DRAIN AND FOUNDATION DRAIN TO DRYWELL. RIM = 5836.56 (WITH GRATE)
 - b. CONTRACTOR TO CLEAN EXISTING DRYWELL. CONNECT ROOF DRAIN, FOUNDATION DRAIN, AND CATCH BASIN TO DRYWELL. RIM = 5834.58 (WITH SOLID LID) I.E. (IN - S09) = 5930.76
 - c. CONSTRUCT NEW DRYWELL. RIM = 5834.92 (WITH GRATE)
 - (S06) INSTALL CATCH BASIN WITH MINIMUM SUMP DEPTH OF 12" SEE DETAIL 6 / C1.1.
 - RIM = 5833.92
 - INV. OUT = 5830.92
 - SUMP = 5828.92
 - (S07) INSTALL STORM DRAIN PIPE WITH A MINIMUM SLOPE OF 2.0%. SEE DETAIL 10 / C1.1 FOR TRENCHING.
 - (S08) RESET UTILITY BOX LID ELEVATION.
 - a. WATER VALVE BOX ORIGINAL RIM = 5835.81 NEW RIM = 5835.94
 - (S09) INSTALL ROAD STRIPING / PAINT
 - a. YELLOW ASPHALT PARKING STRIPING (4" WIDE). MATCH CITY PATTERNS.

- UTILITY KEY NOTES**
- (U01) UTILIZE EXISTING SEWER SERVICE.
 - (U02) UTILIZE EXISTING WATER SERVICE.
 - (U03) RELOCATE UTILITY RISERS / BOXES. CONTRACTOR TO COORDINATE ACTIVITY WITH UTILITY FRANCHISES.
 - a. CABLE TV RISER
 - b. TELEPHONE RISER
 - (U04) POWER METER. REFER TO ARCHITECTURAL AND UTILITY FRANCHISE PLANS FOR FINAL PLACEMENT.
 - (U05) GAS METER. REFER TO ARCHITECTURAL AND UTILITY FRANCHISE PLANS FOR FINAL PLACEMENT.
- (A) MATCH EXISTING LINES AND GRADES
 (B) RETAIN AND PROTECT POWER TRANSFORMER.

- GENERAL NOTES:**
- SEE SHEET C0.1 FOR CONSTRUCTION NOTES.
 - SEE SHEET C0.2 FOR LEGEND.

BOHICA MULTI-USE
131 WASHINGTON AVE
SITE GRADING AND DRAINAGE PLAN
 LOCATED WITHIN SECTION 18, T.4 N., R.18 E., B.M., CITY OF KETCHUM, BLAINE COUNTY, IDAHO
 PREPARED FOR BOHICA IDAHO, LLC

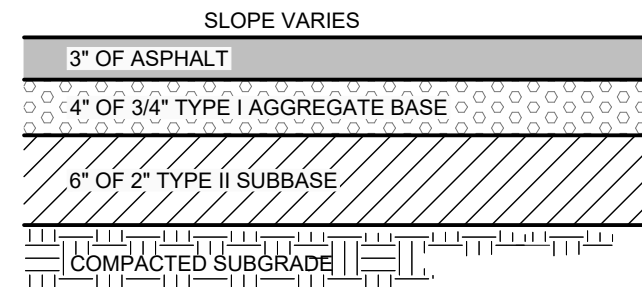
PROJECT INFORMATION
 Prepared by: [Signature] / [Name]
 Date: 01/26/22 7:46:51 AM

DESIGNED BY: _____
 CT
 DRAWN BY: _____
 SMF
 CHECKED BY: _____

GALENA
 ENGINEERING, INC.
 Civil Engineers & Land Surveyors
 317 N. River Street
 Halley, Idaho 83333
 (208) 768-1705
 email: galena@galena-engineering.com

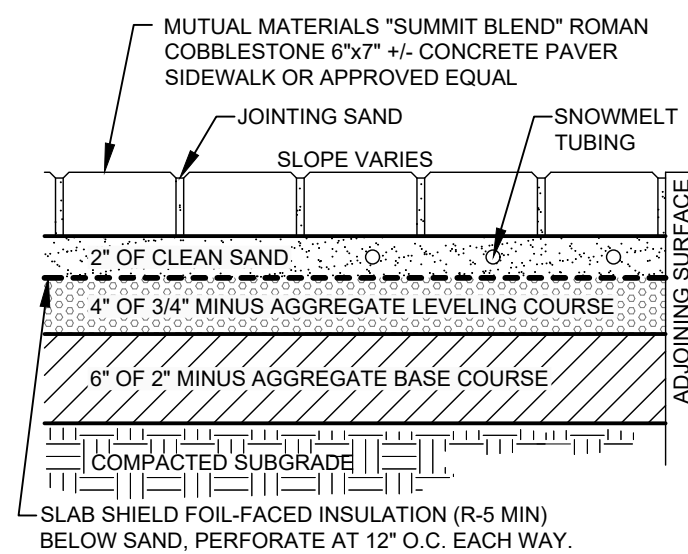
PURPOSE:	NO.	DATE	BY	REVISIONS

C1.0

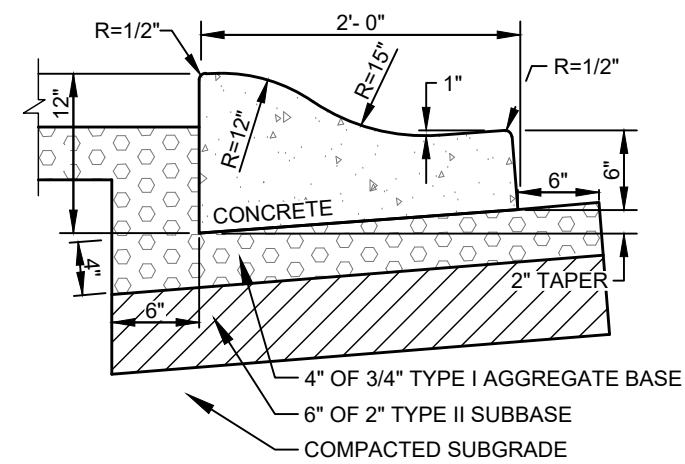


- NOTES:**
- SUBBASE CAN BE 2" TYPE II OR 3/4" TYPE I CRUSHED AGGREGATE BASE COURSE.
 - MATERIALS SHALL CONFORM WITH CURRENT ISPCW STANDARDS, DIVISION 800 AGGREGATES AND ASPHALT.
 - PAVEMENT SECTION MAY BE MODIFIED IF A PROJECT SPECIFIC GEOTECHNICAL REPORT, STAMPED BY A LICENSED ENGINEER, IS PROVIDED.

1
C1.1 **TYPICAL ASPHALT SECTION**
N.T.S.

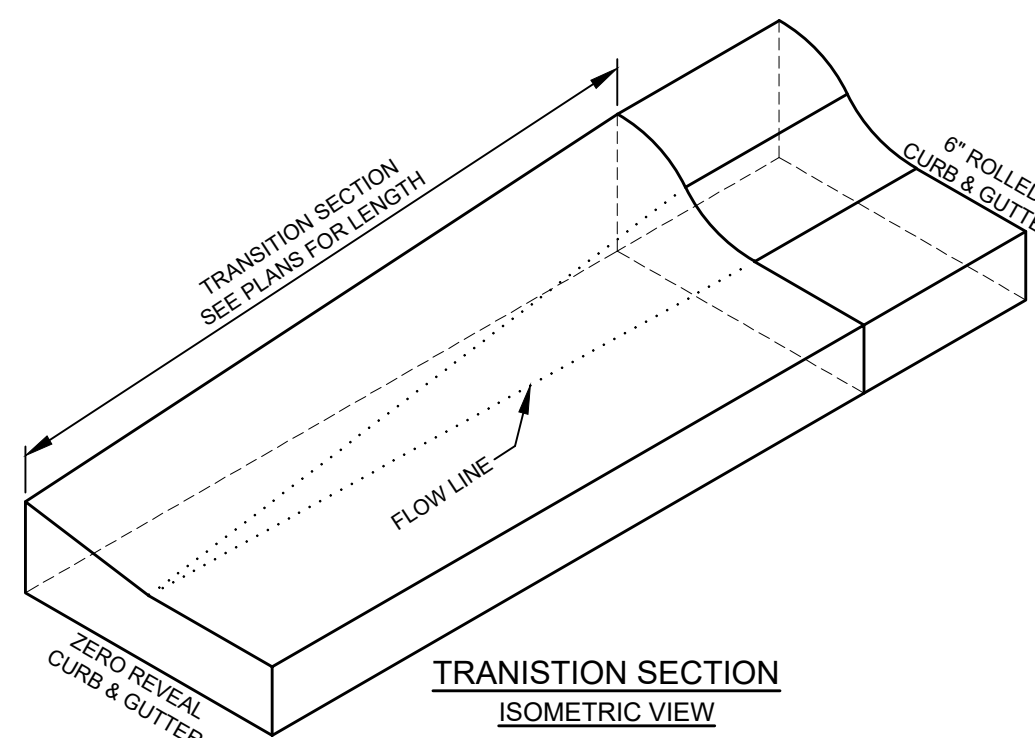


2
C1.1 **PAVER DETAIL**
N.T.S.



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

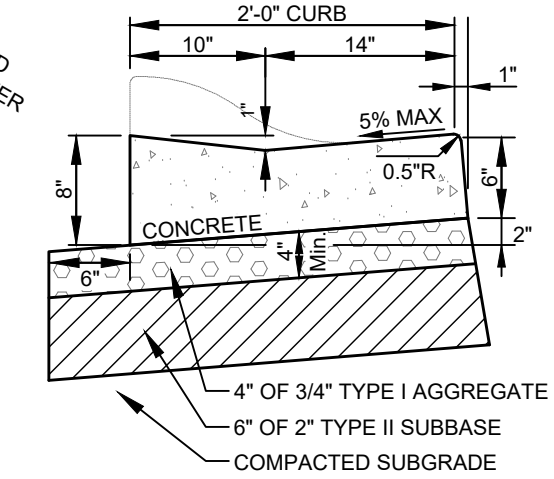
3
C1.1 **6" CONCRETE ROLLED CURB & GUTTER**
N.T.S.



TRANSITION SECTION
ISOMETRIC VIEW

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

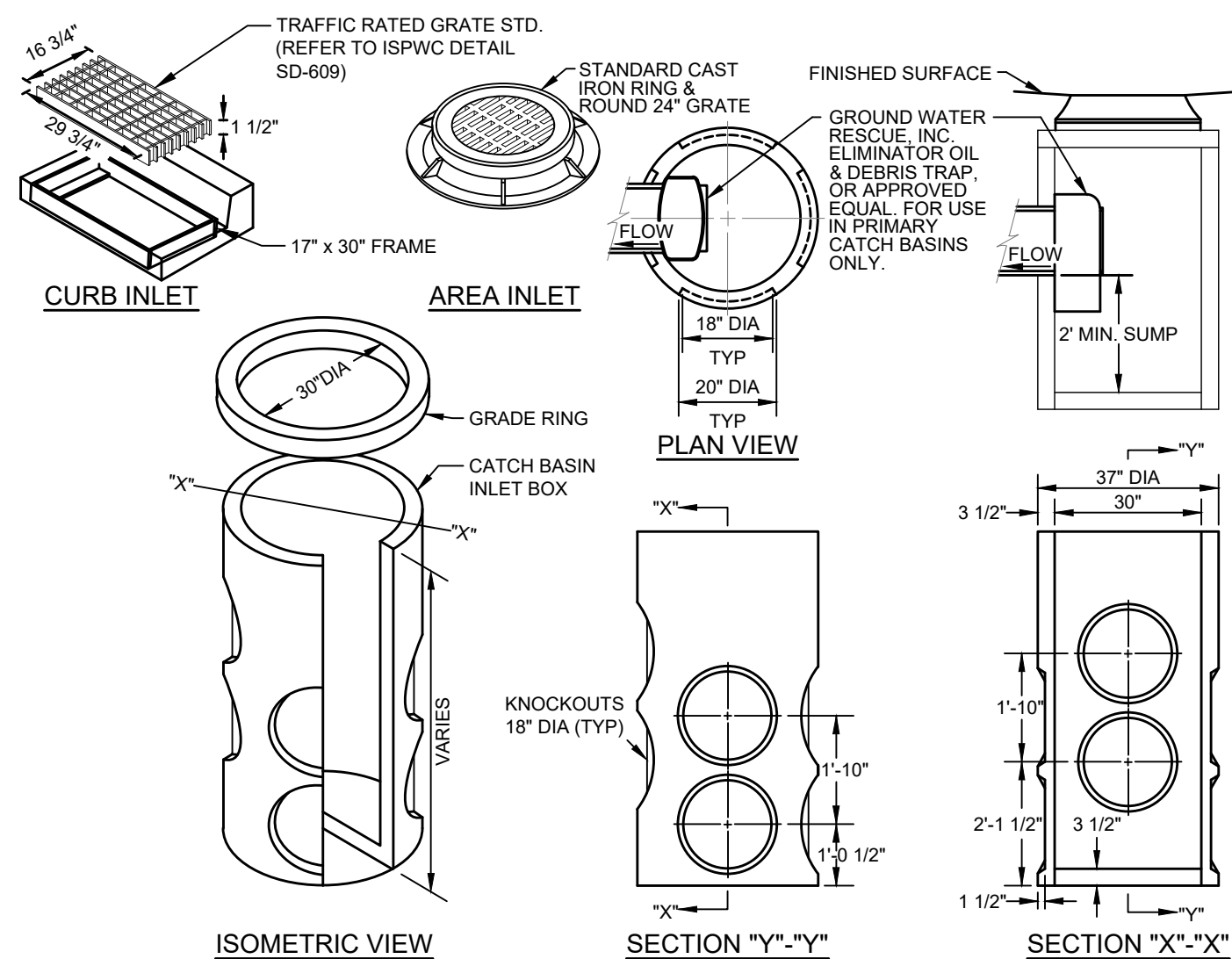
4
C1.1 **TYPICAL CURB TRANSITION DETAIL**
N.T.S.



ZERO REVEAL CURB & GUTTER

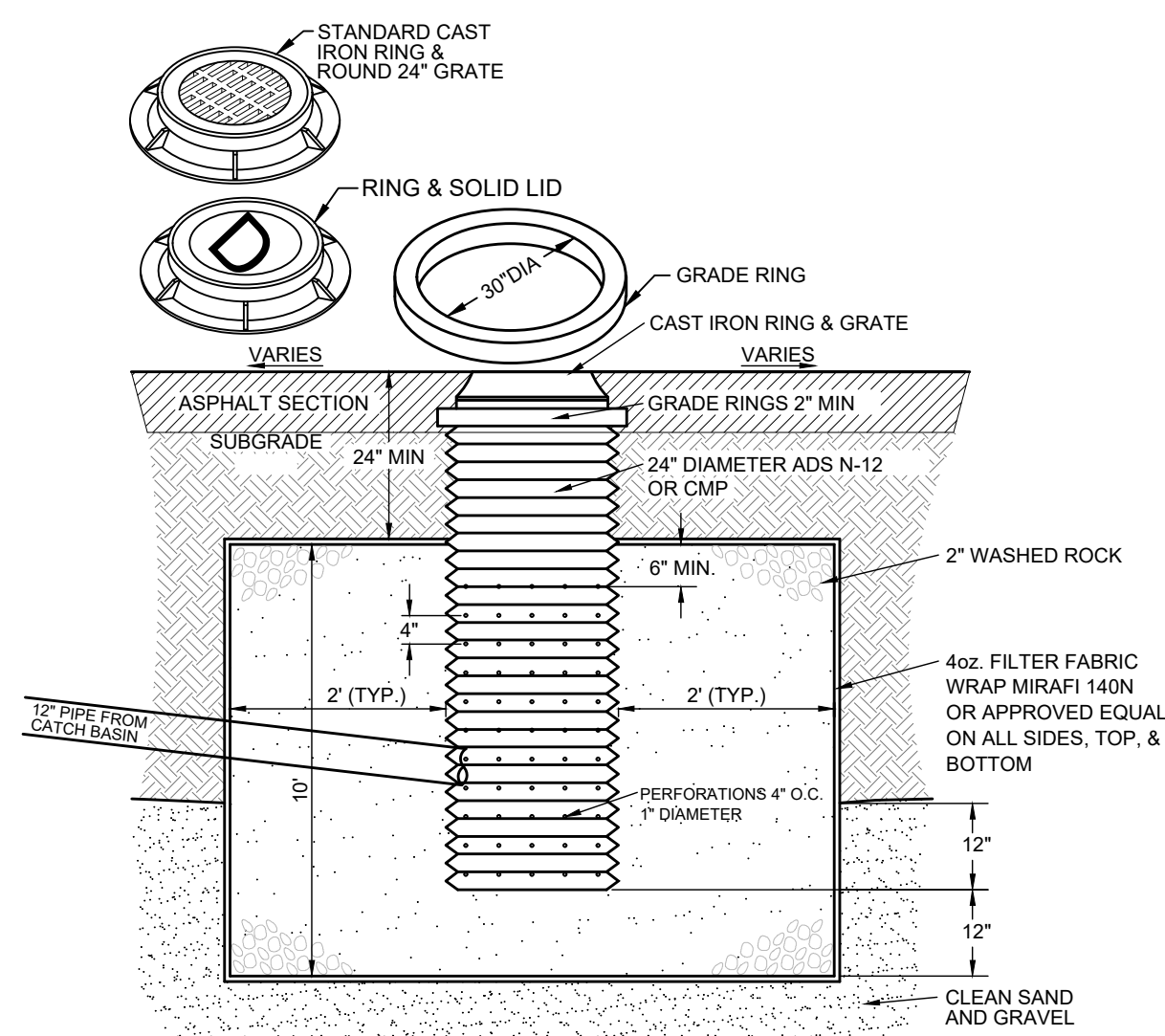
- NOTES:**
- INSTALL SCORE JOINTS AT INTERVALS TO MATCH WIDTH OF WALK NOT TO EXCEED 5 FEET SPACING IN BOTH THE LONGITUDINAL AND TRANSVERSE DIRECTION FOR SIDEWALK GREATER THAN 5 FEET IN WIDTH. INSTALL EXPANSION JOINTS EVERY 10 FEET IN LONGITUDINAL DIRECTION.
 - 1/2" TRANSVERSE PREFORMED BITUMINOUS JOINTS AT THE TERMINUS POINTS FOR CURVE AND WHERE SIDEWALK IS PLACED BETWEEN TWO PERMANENT FOUNDATIONS OR ADJACENT TO THE STRUCTURE. PLACE 1/2" EXPANSION JOINT MATERIAL ALONG THE BACK OF WALK THE FULL LENGTH.
 - SIDEWALK CONSTRUCTION JOINTS SHALL BE CONSTRUCTED APPROXIMATELY 1/2" WIDE, 3" IN DEPTH AND FINISHED AND EDGED SMOOTH. A PREFORMED EXPANSION JOINT FILLER SHALL BE PLACED EVERY 40' FOR NEW SIDEWALK CONSTRUCTION.
 - WHEN TRANSITIONING NEW SIDEWALK TO EXISTING, A MINIMUM 5' TRANSITIONAL PANEL SHALL BE SEPARATED AND ISOLATED WITH EXPANSION MATERIAL.
 - SIDEWALK ALIGNMENT TRANSITIONS SHALL HAVE A MINIMUM RADIUS OF 30' TO THE FACE OF CURB.
 - MATERIALS SHALL CONFORM WITH CURRENT ISPCW STANDARDS, DIVISION 800 AGGREGATES AND ASPHALT.
 - CONCRETE THICKNESS PER THIS DETAIL OR MATCH EXISTING, WHICHEVER IS GREATER.

5
C1.1 **TYPICAL CONCRETE SECTION**
N.T.S.



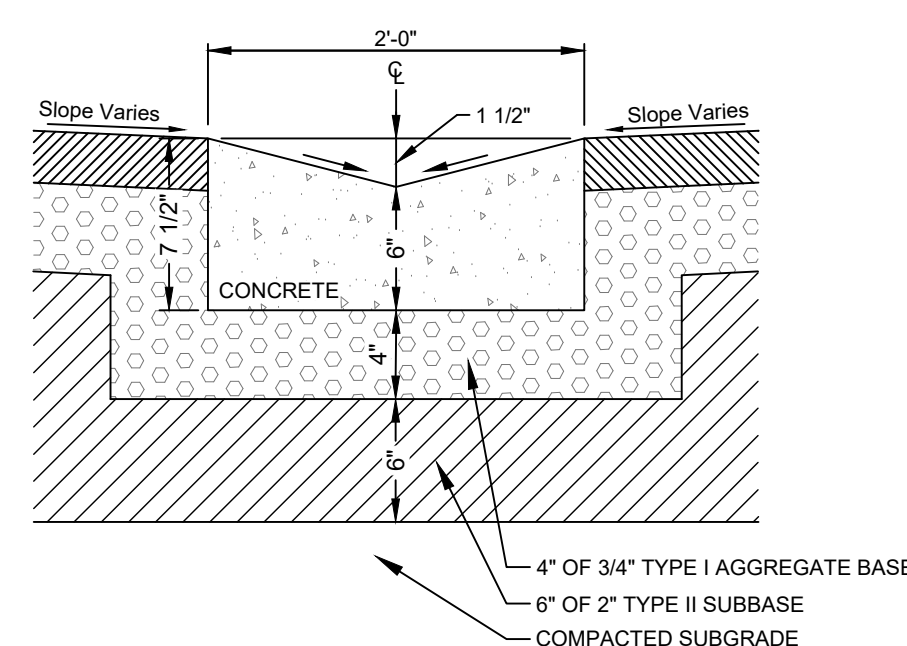
- CATCH BASIN INSTALLATION NOTES:**
- A PRIMARY CATCH BASIN IS DEFINED AS THE FIRST STORM STRUCTURE UPSTREAM OF A DRYWELL. A SATELLITE CATCH BASIN IS DEFINED AS THE STORM STRUCTURE UPSTREAM OF THE PRIMARY CATCH BASIN.
 - THE OIL & DEBRIS TRAP SHALL BE INSTALLED ON THE OUTLET OF THE PRIMARY CATCH BASIN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

6
C1.1 **30" DIAMETER CATCH BASIN**
N.T.S.



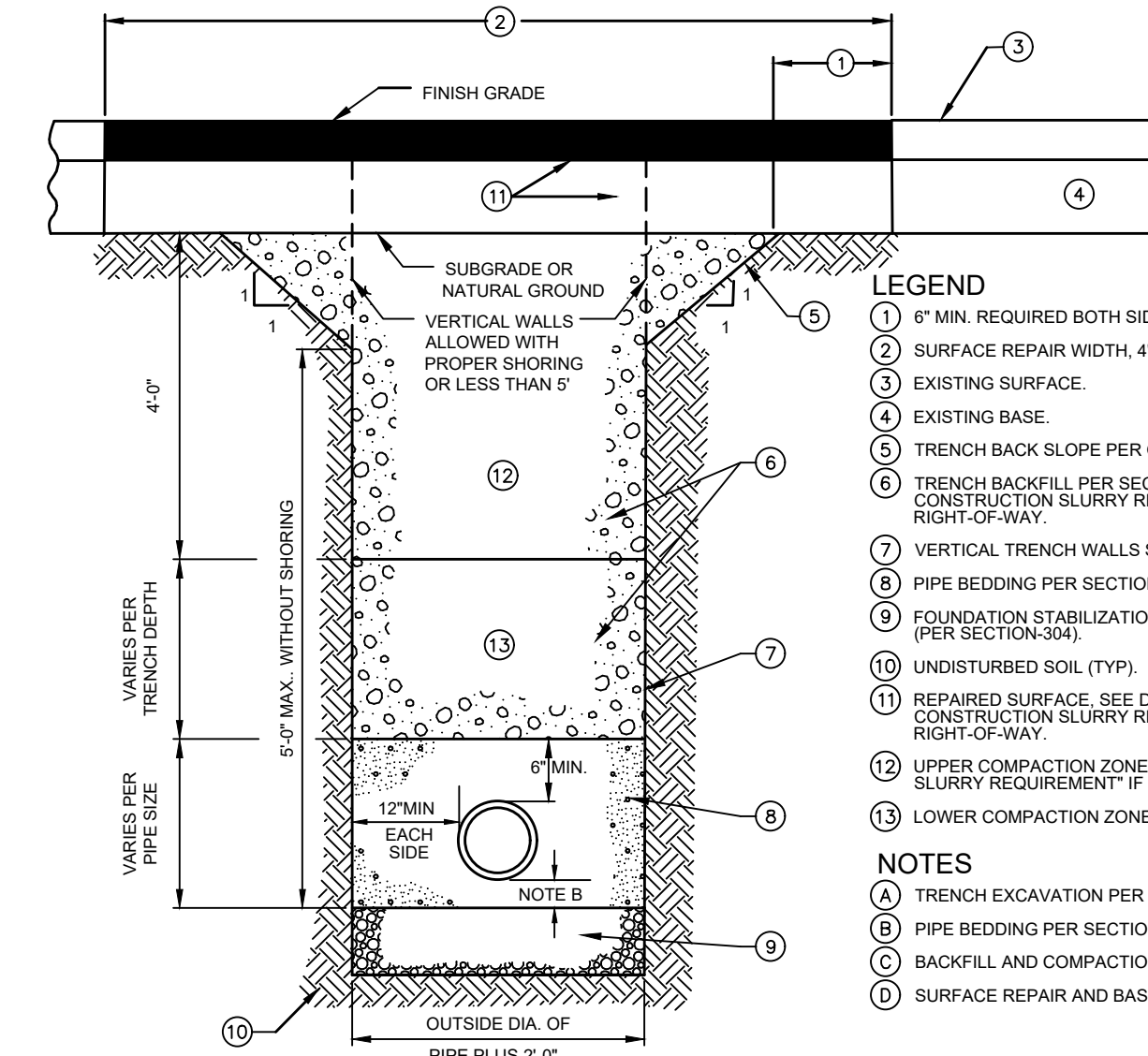
- NOTES:**
- THE BED SHALL BE EXCAVATED A MINIMUM OF 24" INTO CLEAN SAND AND GRAVEL.
 - MAXIMUM DEPTH SHALL NOT EXCEED 12 FEET.
 - IF CLEAN SAND AND GRAVEL IS NOT ENCOUNTERED WITHIN 12 FEET, THE CONTRACTOR SHALL CONTACT THE DESIGN ENGINEER.
 - GRATE OR SOLID LID AS APPROVED BY CITY OF KETCHUM.

7
C1.1 **DRYWELL DETAIL (6' Ø)**
N.T.S.



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

9
C1.1 **24" WIDE CONCRETE VALLEY GUTTER**
N.T.S.



- LEGEND**
- 6" MIN. REQUIRED BOTH SIDES, SAWCUT REQUIRED.
 - SURFACE REPAIR WIDTH, 4" MINIMUM.
 - EXISTING SURFACE.
 - EXISTING BASE.
 - TRENCH BACK SLOPE PER O.S.H.A. OR SUITABLE SHORING.
 - TRENCH BACKFILL PER SECTION-306 OR SEE "KETCHUM PUBLIC CONSTRUCTION SLURRY REQUIREMENT" IF LOCATED WITHIN PUBLIC RIGHT-OF-WAY.
 - VERTICAL TRENCH WALLS SHORING PER O.S.H.A.
 - PIPE BEDDING PER SECTION-305 (SEE SD-302).
 - FOUNDATION STABILIZATION MAY VARY PER SOIL TYPE AND STABILITY (PER SECTION-304).
 - UNDISTURBED SOIL (TYP).
 - REPAIRED SURFACE, SEE DETAILS 1 AND 2, SEE "KETCHUM PUBLIC CONSTRUCTION SLURRY REQUIREMENT" IF LOCATED WITHIN PUBLIC RIGHT-OF-WAY.
 - UPPER COMPACTION ZONE, SEE "KETCHUM PUBLIC CONSTRUCTION SLURRY REQUIREMENT" IF LOCATED WITHIN PUBLIC RIGHT-OF-WAY.
 - LOWER COMPACTION ZONE
- NOTES**
- TRENCH EXCAVATION PER SECTION-301.
 - PIPE BEDDING PER SECTION-305.
 - BACKFILL AND COMPACTION PER SECTION-306.
 - SURFACE REPAIR AND BASE PER DETAIL 3/C20
- KETCHUM PUBLIC CONSTRUCTION SLURRY REQUIREMENT**
IN AREAS WHERE IT IS NECESSARY TO CUT THE ASPHALT OR CONCRETE TO INSTALL A TRENCH FOR BURIAL OF CONDUIT, CABLE OR OTHER CITY UTILITY, THE TRENCH SHALL BE BACKFILLED WITH A LEAN CONCRETE MIX TO THE BOTTOM OF FINISH SURFACE MATERIAL WITH THE FOLLOWING PROPORTIONS OF MATERIALS:
- | | |
|-------------------------------|---------------|
| COARSE AGGREGATE (1/2" MINUS) | 2,600 LBS. |
| SAND | 800 LBS. |
| PORTLAND CEMENT | 94 LBS. |
| WATER | 11 GAL (MAX.) |
- WATER CONTENT IS MAXIMUM AND MAY BE REDUCING DOWNWARD. CARES SHALL BE TAKEN TO ASSURE THAT EXCESS WATER IS NOT PRESENT IN THE MIXING DRUM PRIOR TO CHARGING THE MIXER WITH MATERIALS. THOROUGH MIXING WILL BE REQUIRED PRIOR TO DISCHARGE.
- NO COMPACTION, VIBRATION OR FINISHING IS REQUIRED. THE LEAN CONCRETE MIX SHALL BE STRUCK OFF AT OR BELOW THE ELEVATION OF THE PLANT MIX SURFACING WITH A SQUARE-NOSE SHOVEL OR SIMILAR HAND TOOL. THE BACKFILL MIX SHALL BE ALLOWED TO SET FOR A MINIMUM OF 2 HOURS BEFORE THE PERMANENT PLANT MIX SURFACING IS PLACED TO COMPLETE THE TRENCH REPAIR. TEMPORARY PLACEMENT OF ASPHALT COLD MIX SURFACING MAY BE NECESSARY TO ACCOMMODATE TRAFFIC WITHIN THE FIRST 2 HOURS OF BACKFILL PLACEMENT PRIOR TO COMPLETING THE PERMANENT REPAIR.

10
C1.1 **TYPICAL TRENCH SECTION**
N.T.S.

BOHICA MULTI-USE
131 WASHINGTON AVE
DETAIL SHEET

LOCATED WITHIN SECTION 18, T.4 N., R.18 E., B.M., CITY OF KETCHUM, BLAINE COUNTY, IDAHO
PREPARED FOR BOHICA IDAHO, LLC

PROJECT INFORMATION
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GALENA
ENGINEERING, INC.
Civil Engineers & Land Surveyors
317 N. River Street
Halley, Idaho 83333
(208) 768-1705
email: galena@galena-engineering.com

DESIGNED BY
CT
DRAWN BY
SMF
CHECKED BY

PURPOSE:
NO. DATE BY

REVISIONS

C1.1

REUSE OF DRAWINGS: These drawings, or any portion thereof, shall not be used on any project or extension of this project except by agreement in writing with Galena Engineering, Inc.

REUSE OF DRAWINGS: These drawings, or any portion thereof, shall not be used on any project or extension of this Project except by agreement in writing with Calvea Engineering, Inc.



LOT 3, BLK 39, KETCHUM
131 WASHINGTON AVE
Construction Activity Plan

LF DESIGNED BY
AM
DRAWN BY
LF
CHECKED BY

H. L. Fieguth Construction, Inc.
Office: (208) 788-6064 Call: (208) 306-5333

PURPOSE:	NO.	DATE	BY	REVISIONS
	00	12/28/21	AM	Construction Activity Plan

CA-001

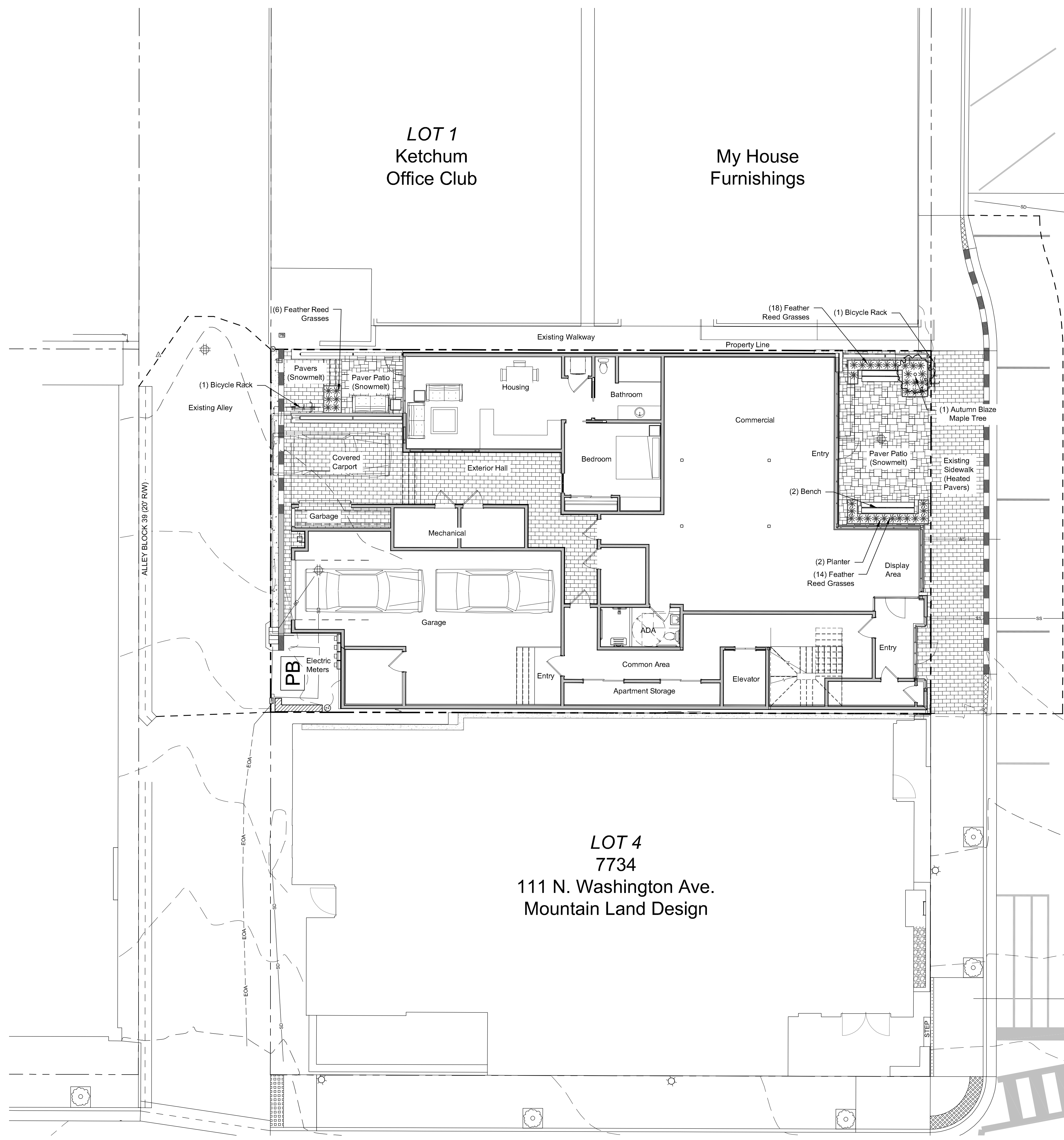
General Notes

1. Base map information taken from survey by Galena Engineering dated 12/12/21 and from on-site information. Architectural information provided by Brunelle Architects dated 02/01/22. Contractor shall verify conditions in the field prior to construction.
2. Landscape architect is not responsible for any deviation from these plans, unless such changes are authorized by the landscape architect in writing.
3. All existing utilities are underground. All new utilities shall be underground.
4. Site serviced by City of Ketchum.

LOT 1
Ketchum
Office Club

My House
Furnishings

LOT 4
7734
111 N. Washington Ave.
Mountain Land Design



Bike Rack, R-8224-FL

Drop-In Anchor Installation:
 1) Use a cordless drill (conforming to ANSI B 232.15) to drill 5/8" x 2" hole (dia. x depth)
 2) Clean drill hole of debris
 3) Insert anchor into drill hole
 4) Use hammer and proper setting tool (for 1/2" Drop-In Anchor from UCAW) to drive plug down
 5) Fasten bottom head screw (Maximum torque 22 ft. x lbs)
 * Substitute a narrow punch tool at installer's risk.

General Description:
 The R-8224-FL Circular Bike Rack offers a narrow design, making it suitable for sidewalks and other pedestrian areas. The round, ring shape offers 2-point contact with bike frames to avoid tipping and is long enough to accommodate a U-lock or cable through each tire and bike frame. Small circular bike racks in series for custom, high-capacity bike corrals. Circular bike racks are made from carbon steel and feature durable powder coating to prevent corrosion and wear. Select from 1 of 6 custom colors. Roll-down flanges for existing concrete surfaces.

Specifications:
 Height: 32 1/2"
 Cross Span: 35 1/2"
 Weight: 32 lbs
 Material: Steel

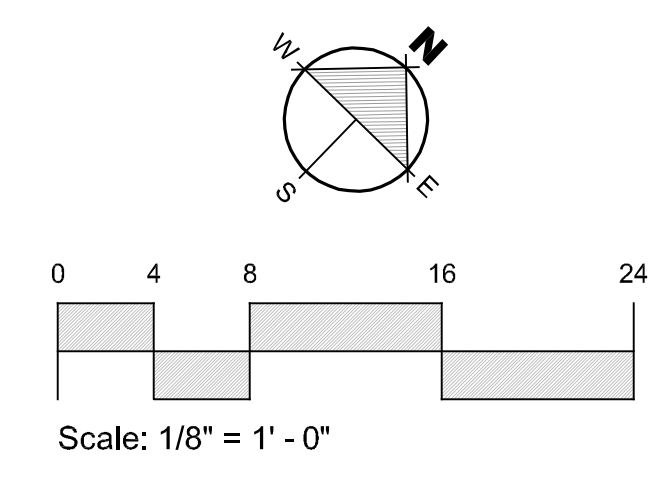
Finish Options:
 ✓ Polyester Powdercoated
 See Reliance Foundry's website color options at www.reliance-foundry.com/color-options-selects

Notes:
 • Embedment details are for reference illustration only. Minimum foundation sizes depend on local soil conditions, weather conditions and engineering requirements.
 • Bike rack is provided as shown with parts listed below. Concrete foundation and/or installation not provided by Reliance Foundry.
 • This drawing is not drawn to scale. Dimensions provided herein are for reference only. Please consult Reliance Foundry sales professionals if any dimension is critical to your particular installation.
 • Reliance Foundry reserves the right to amend design and specifications without prior notice for product improvement.

RELIANCE FOUNDRY
 USA 203 4160 - 148 Street, Snyrna, BC V2S 7G7, Canada
 1-877-989-1245 info@reliance-foundry.com
www.reliance-foundry.com

Plan Legend

- Property Line
- - - 5787 - Existing Contour
- PB G Utilities
- ⊙ Drywell
- [Paver Pattern] Pavers
- [Patio Paver Pattern] Patio Pavers
- [Asphalt Pattern] Asphalt



Bohica Building
131 N Washington Ave
Lot 3, Block 39
Ketchum, Idaho

Job No: 21.46
 Scale: 1/8" = 1'-0"
 Issue/Revisions: Date:
 Design Review 12/23/21
 RVSD 02/01/22
 RVSD 03/14/22

Sheet Title:
Landscape
Site Plan

Sheet No:
L1



existing north elevation



existing east elevation



existing north east view



existing north west view



existing south west view



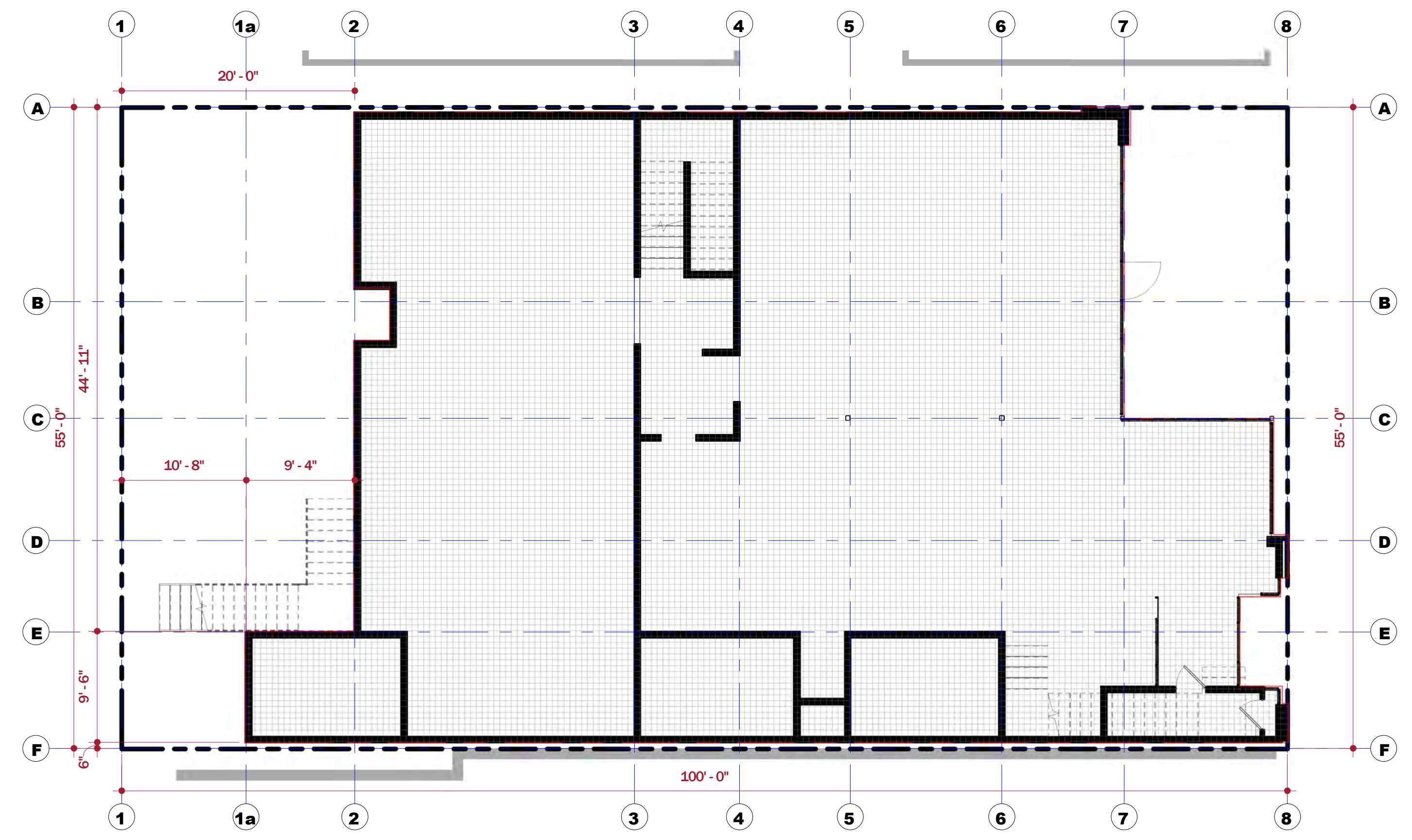
myhouse furnishings



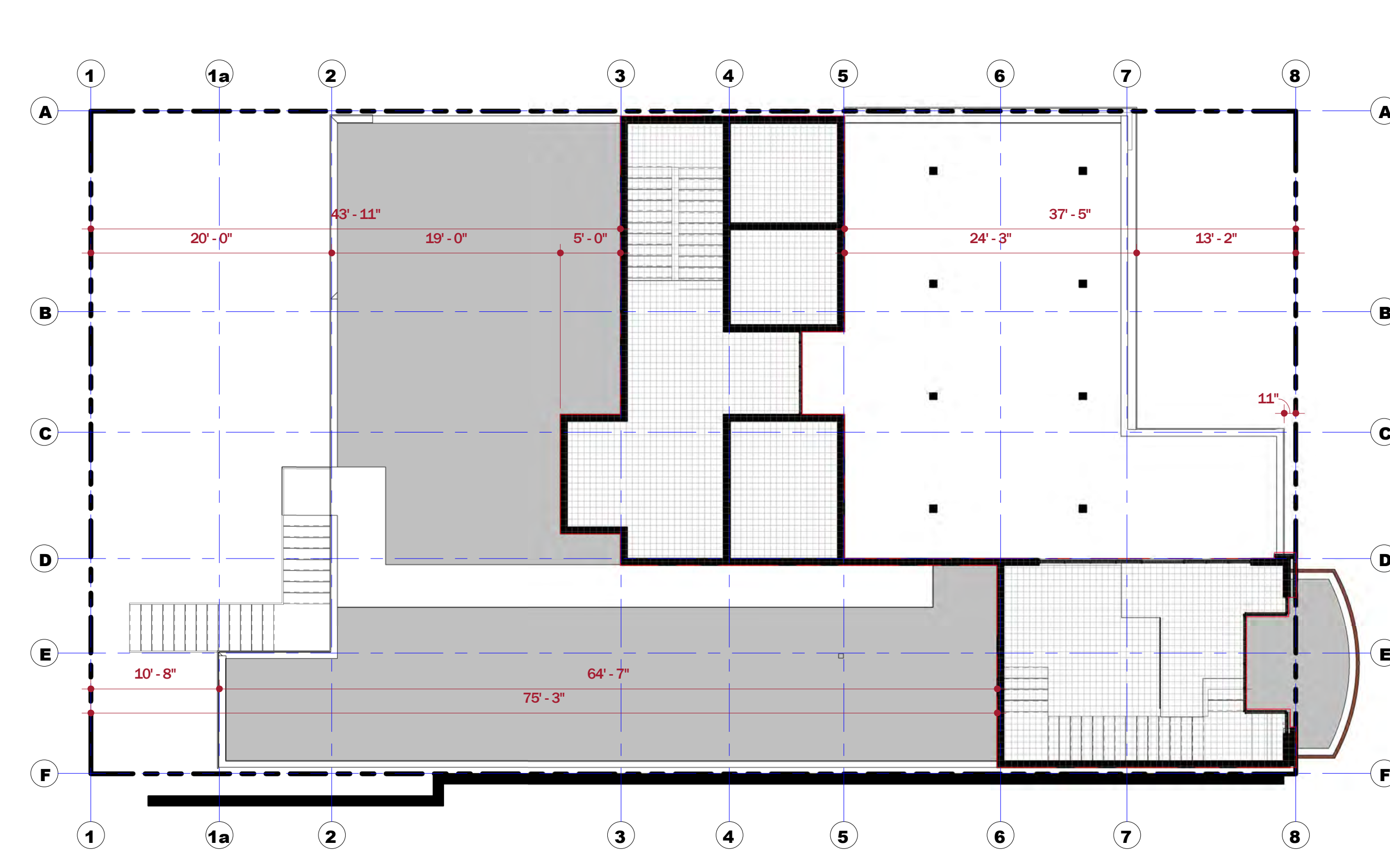
myhouse furnishings / Ketchum Office Club



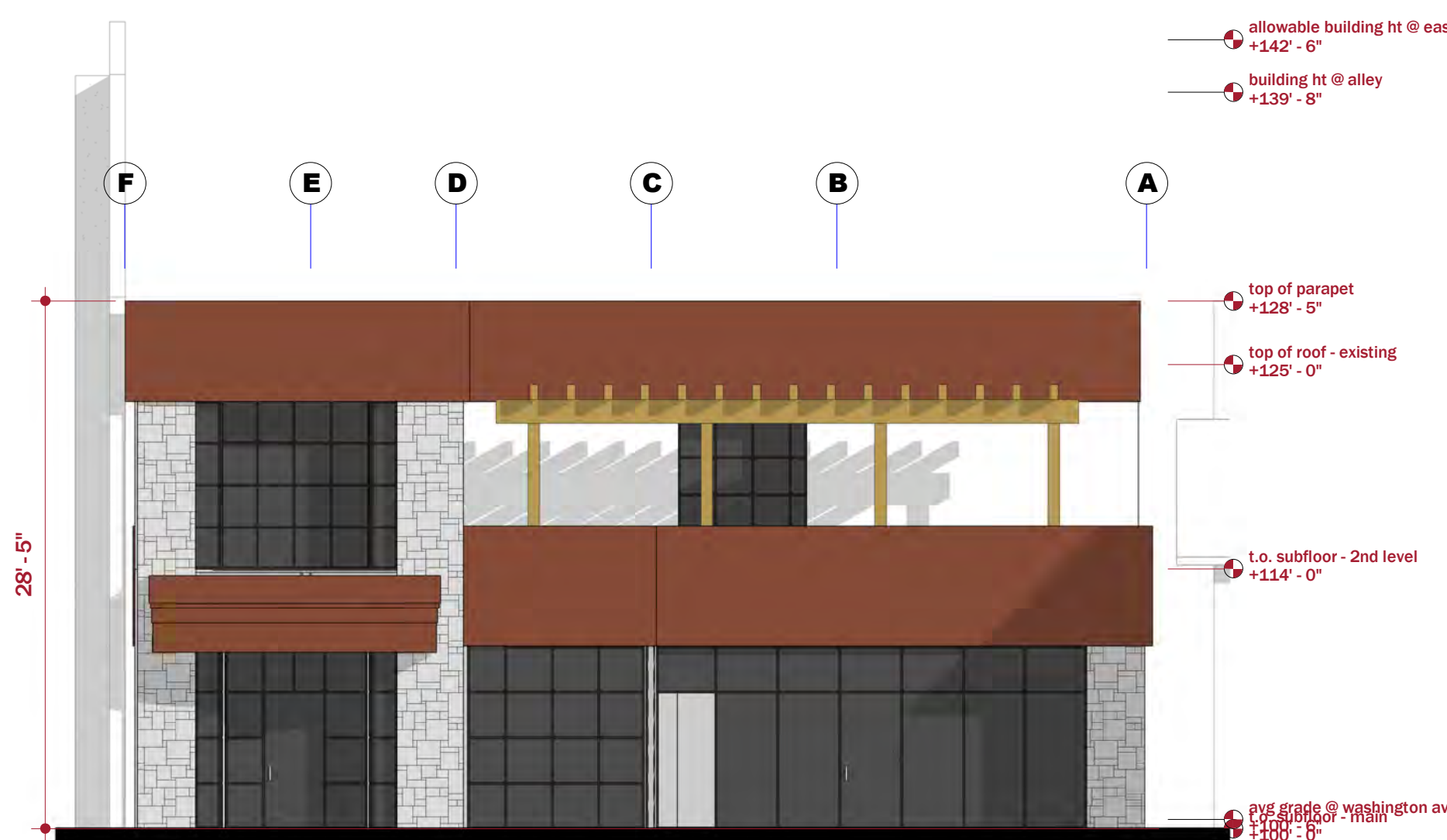
Mountain Land Design



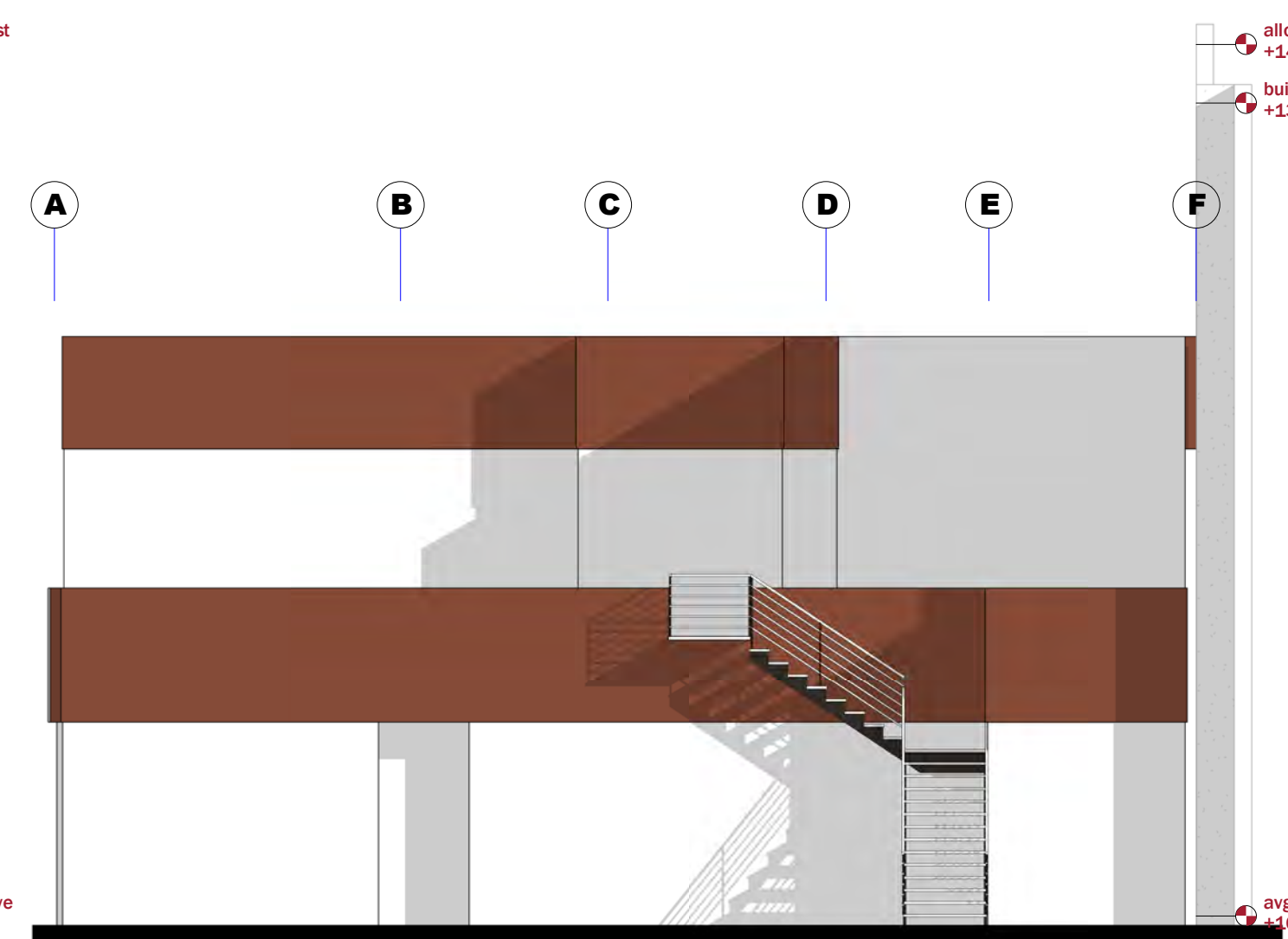
1 Floor Plan - 1st Floor - Existing
A-002 1/8" = 1'-0"



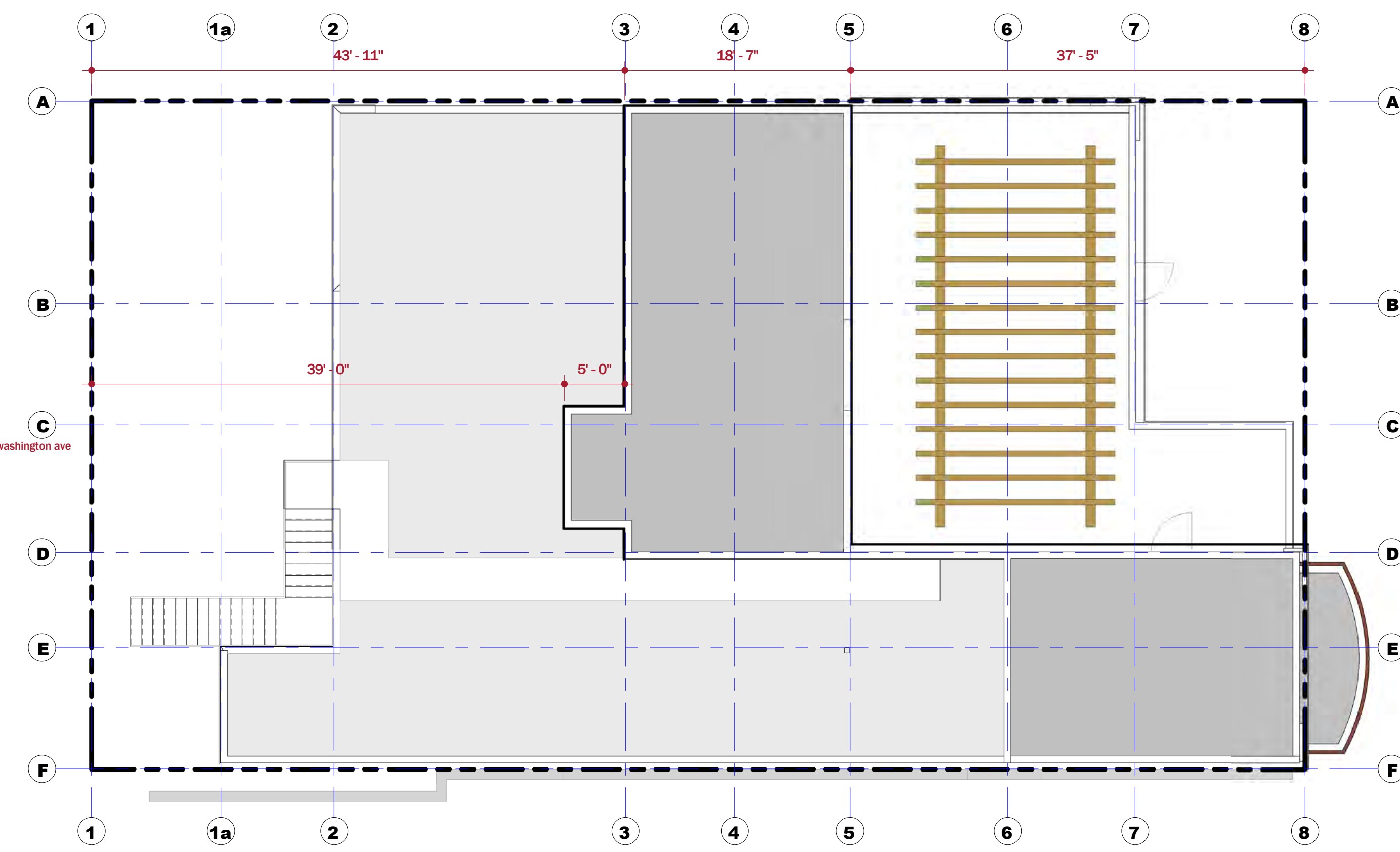
2 Floor Plan - 2nd Floor - Existing
A-002 1/8" = 1'-0"



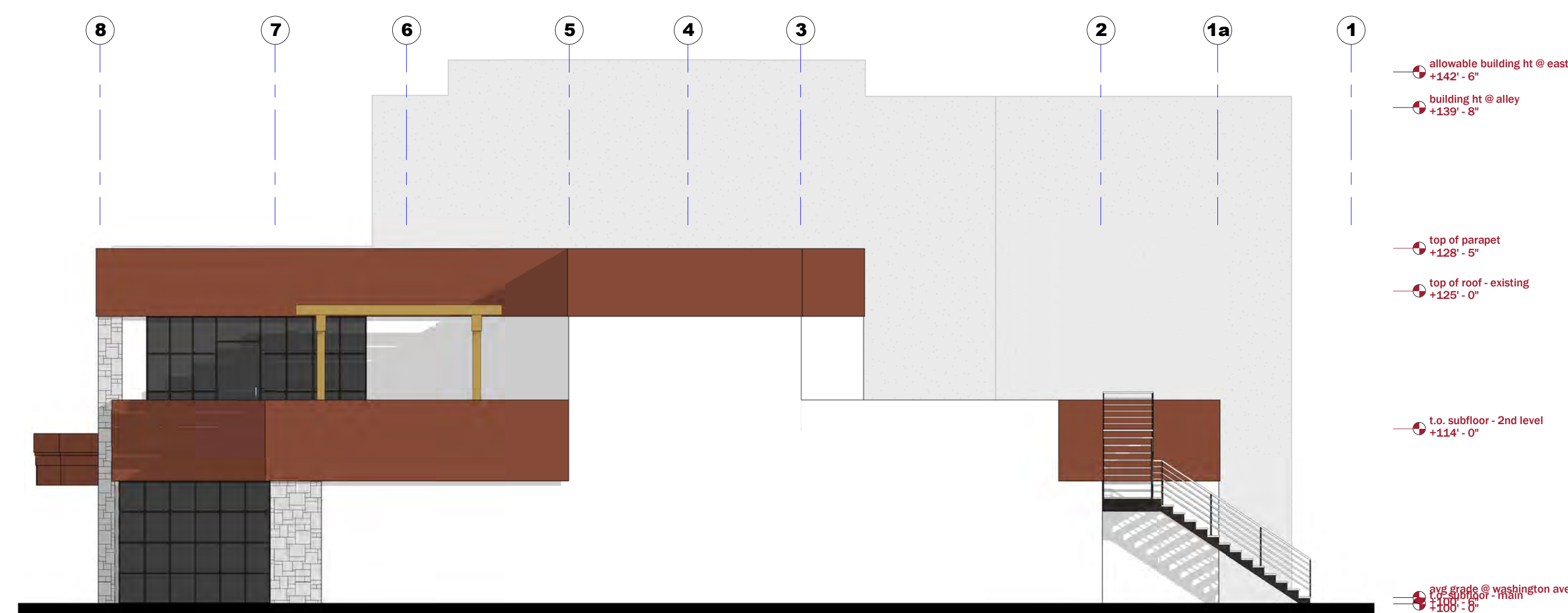
4 exterior elevation - existing - east
A-002 1/8" = 1'-0"



6 exterior elevation - existing - west
A-002 1/8" = 1'-0"



3 Roof Plan - Existing
A-002 1/8" = 1'-0"



5 exterior elevation - existing - north
A-002 1/8" = 1'-0"

Project Code Information

Construction Type
Type V-B (Sprinkled)

Occupancy Group (per IBC Table 508.3.3)
Use: **Required Fire Separation**
Group R-2: 1 Hour Rating (Sprinkled)

Occupancy Load (per IBC Table 1004.1.2)

Space	Function	Area	Load Factor	Maximum Occupancy
Level 1 Studio Residential	Residential	-	200 gross	-
Level 2 Apartment Residential	Residential	-	200 gross	-
Level 2 Main Residential	Residential	-	200 gross	-
Level 3 Main Residential	Residential	-	200 gross	-

Means of Egress (per IBC Table 1015.1)
Spaces with one exit or exit access doorway
Occupancy: **Maximum Occupant Load**
Group R: 10

Corridor Width (per IBC 1018.2)
Occupancy: **Width (minimum)**
Within a dwelling unit: 36 inches

Firewall (IBC 706)
Structure wall to have a fire resistance rating of not less than 2-HR fire rated per IBC table 706.4

Fire Partitions (IBC 420.2, 708.3)
Fire partitions shall have a fire-resistance rating of not less than 1 hour. Dwelling unit and sleeping unit separations in buildings of Type VB construction shall have fire-resistance ratings of not less than 1/2 hour in buildings equipped throughout with an automatic sprinkler system in accordance with Section 903.3.1.1.

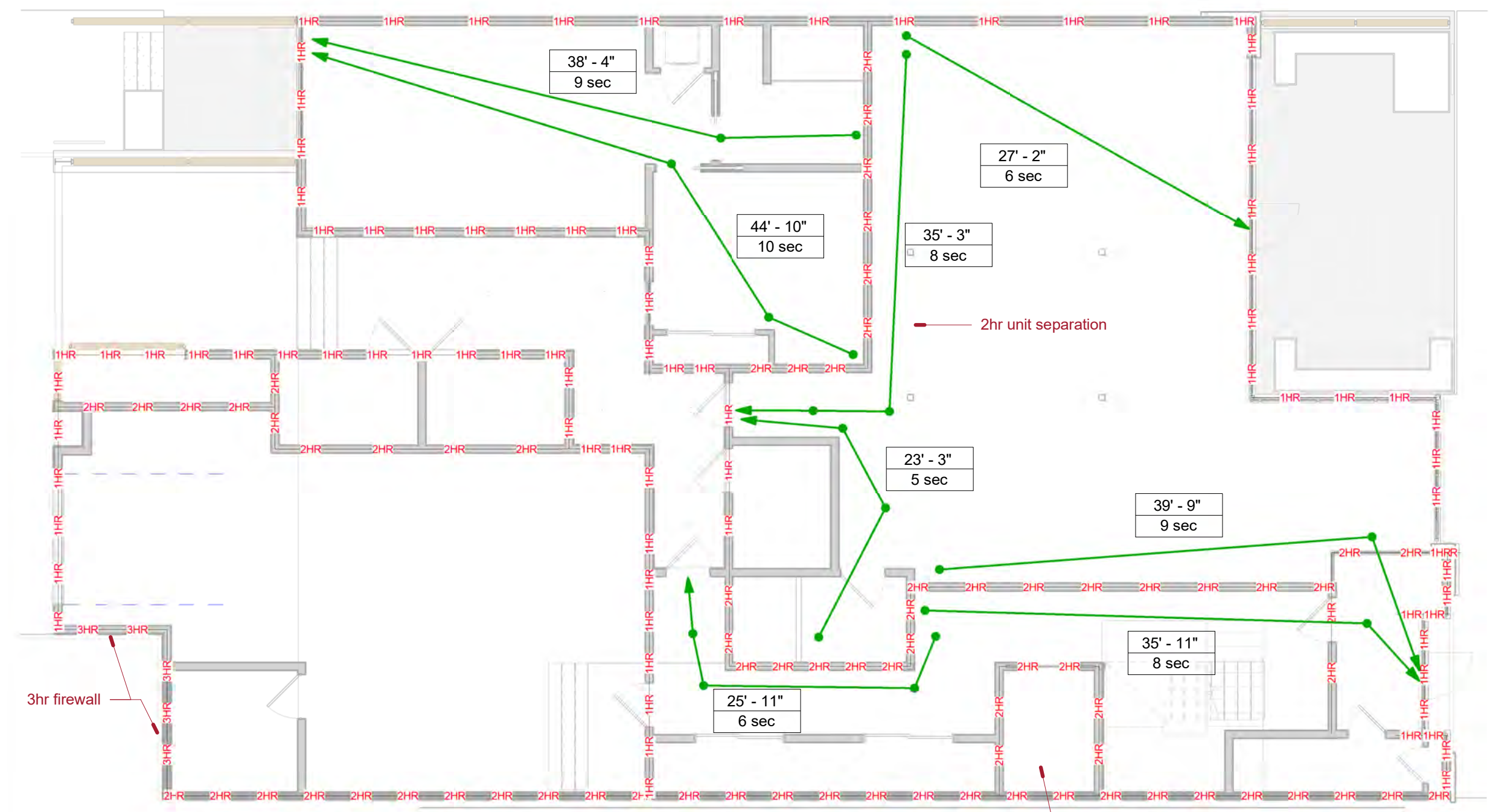
Horizontal Separation (IBC 420.3, 711.3)
Horizontal assemblies separating dwelling units in the same building and horizontal assemblies separating sleeping units in the same building shall be a minimum of 1-hour fire-resistance-rated construction. Exception: Dwelling unit and sleeping unit separations in buildings of Type VB construction shall have fire-resistance ratings of not less than 1/2 hour in buildings equipped throughout with an automatic sprinkler system in accordance with Section 903.3.1.1.

Automatic Sprinkler System
Fire sprinkler system to be per NFPA13

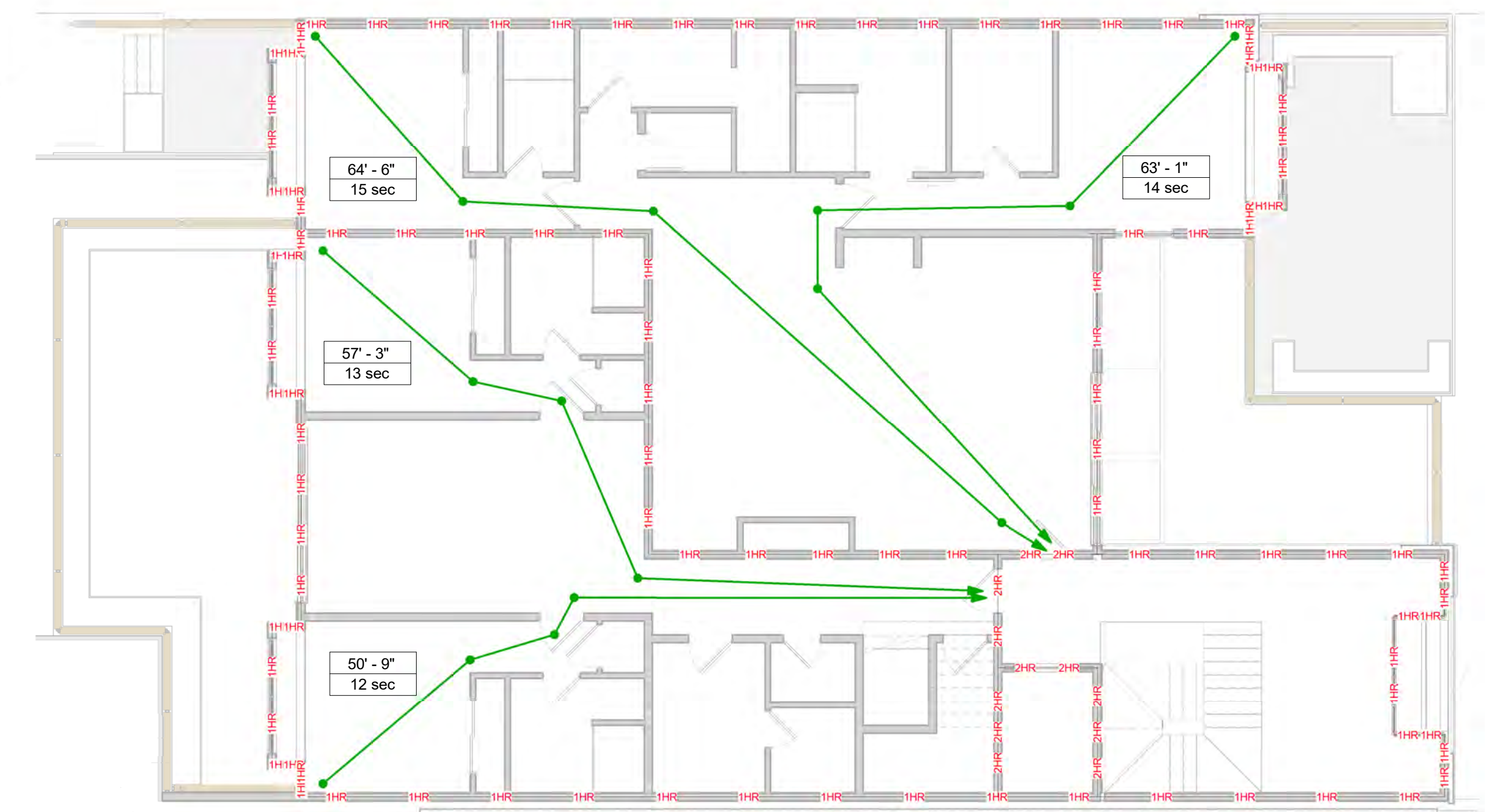
Means of egress
Spaces that require only one means of egress
Occupancy: **Max. occupant load**
Group R: 10

Stairways (per IBC 1017.2)
Stairways must be at least 44" wide except when serving a total occupant load of >50 where stairs may be 36" wide

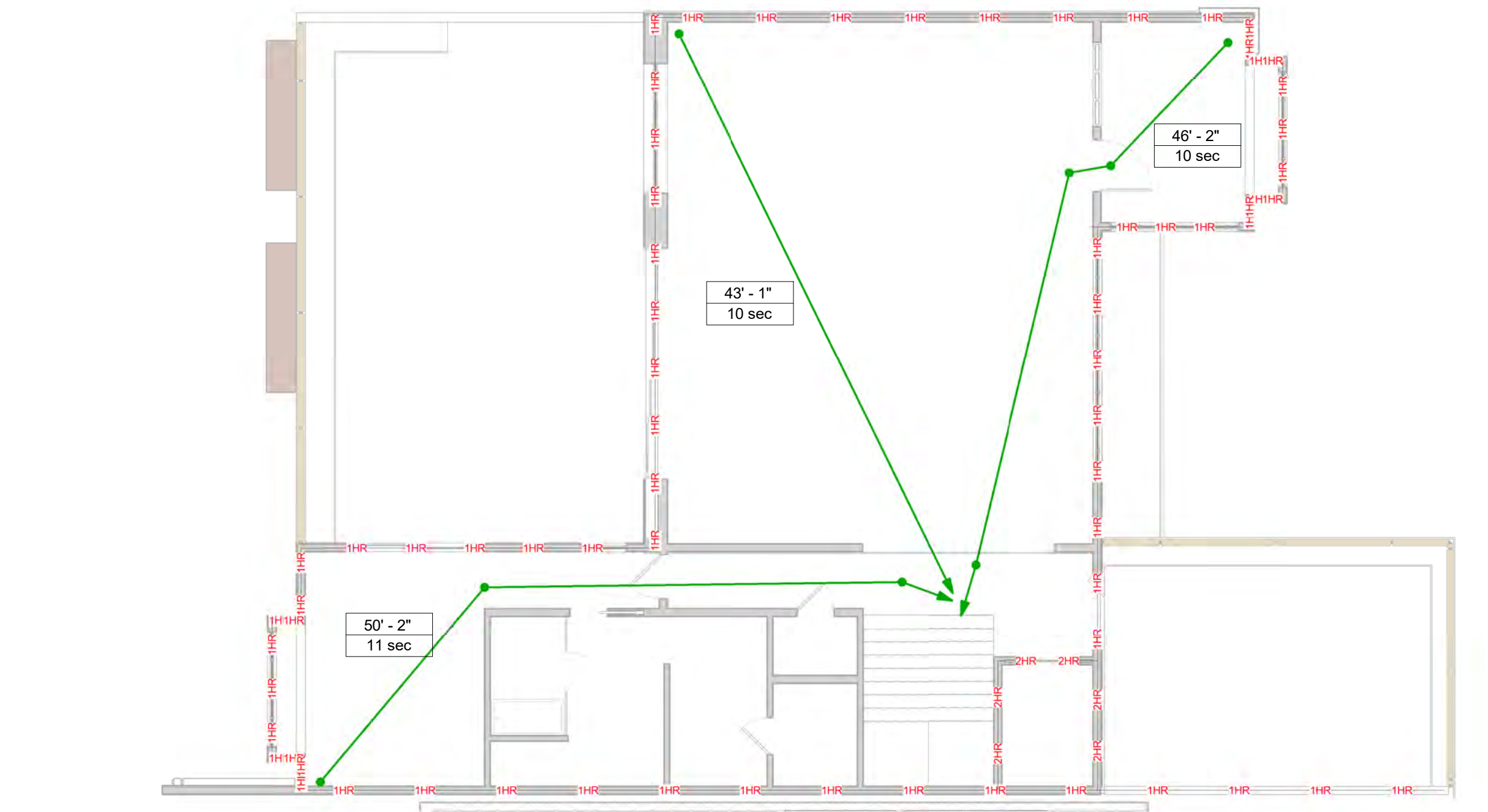
Maximum travel distance (per IBC 1021.2(1))
Occupancy: **Max. exit travel distance**
R2 (residential): 125ft



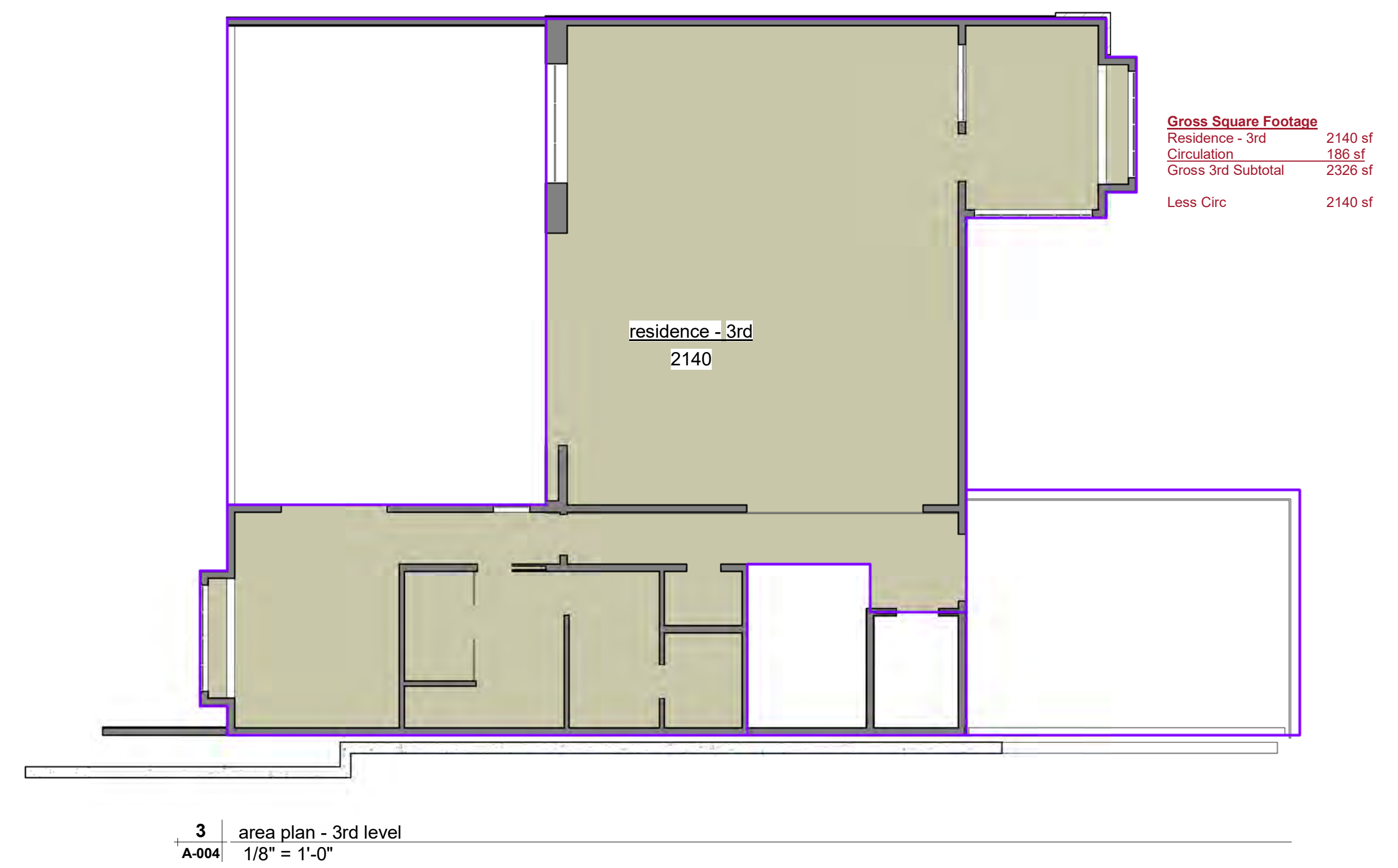
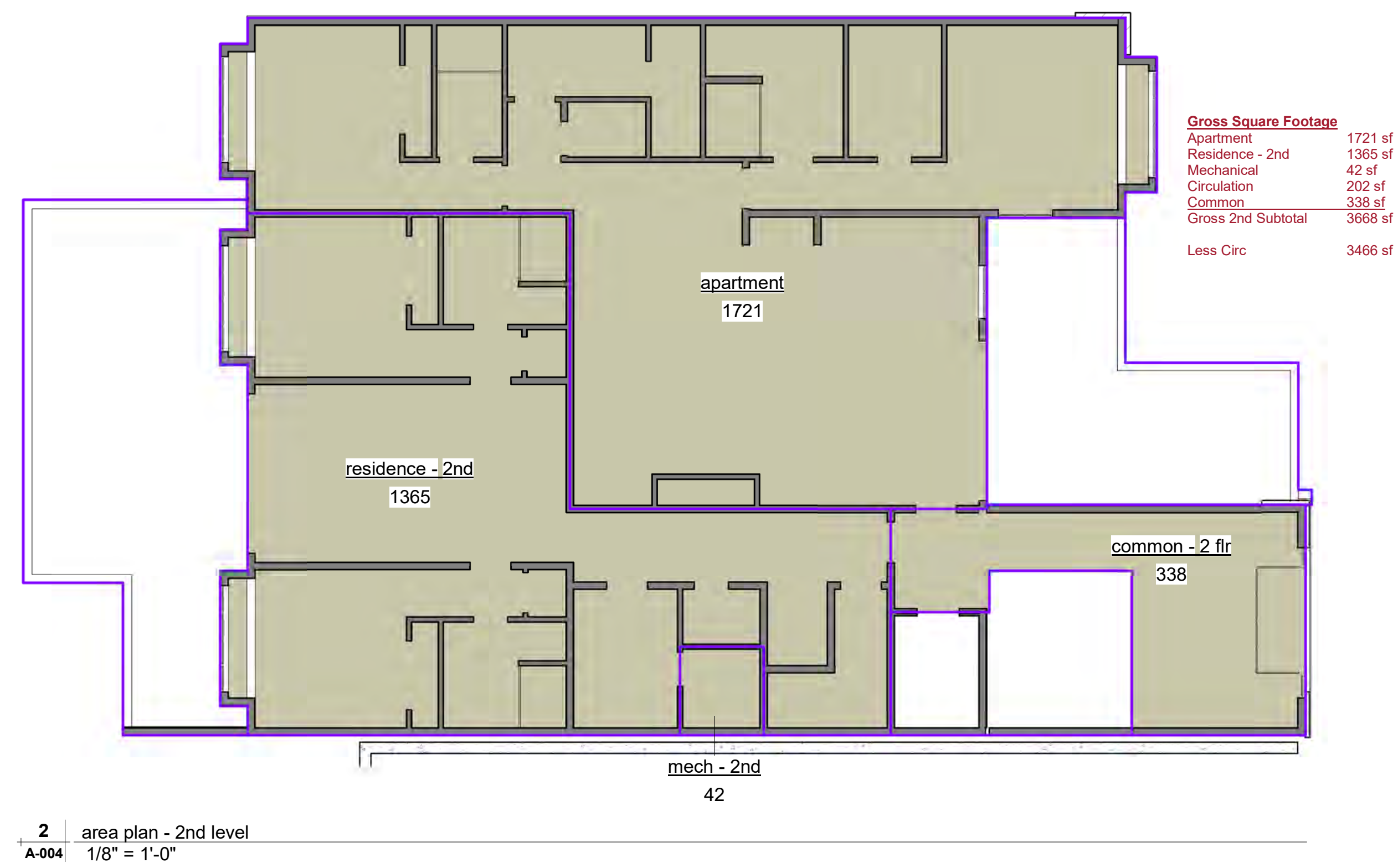
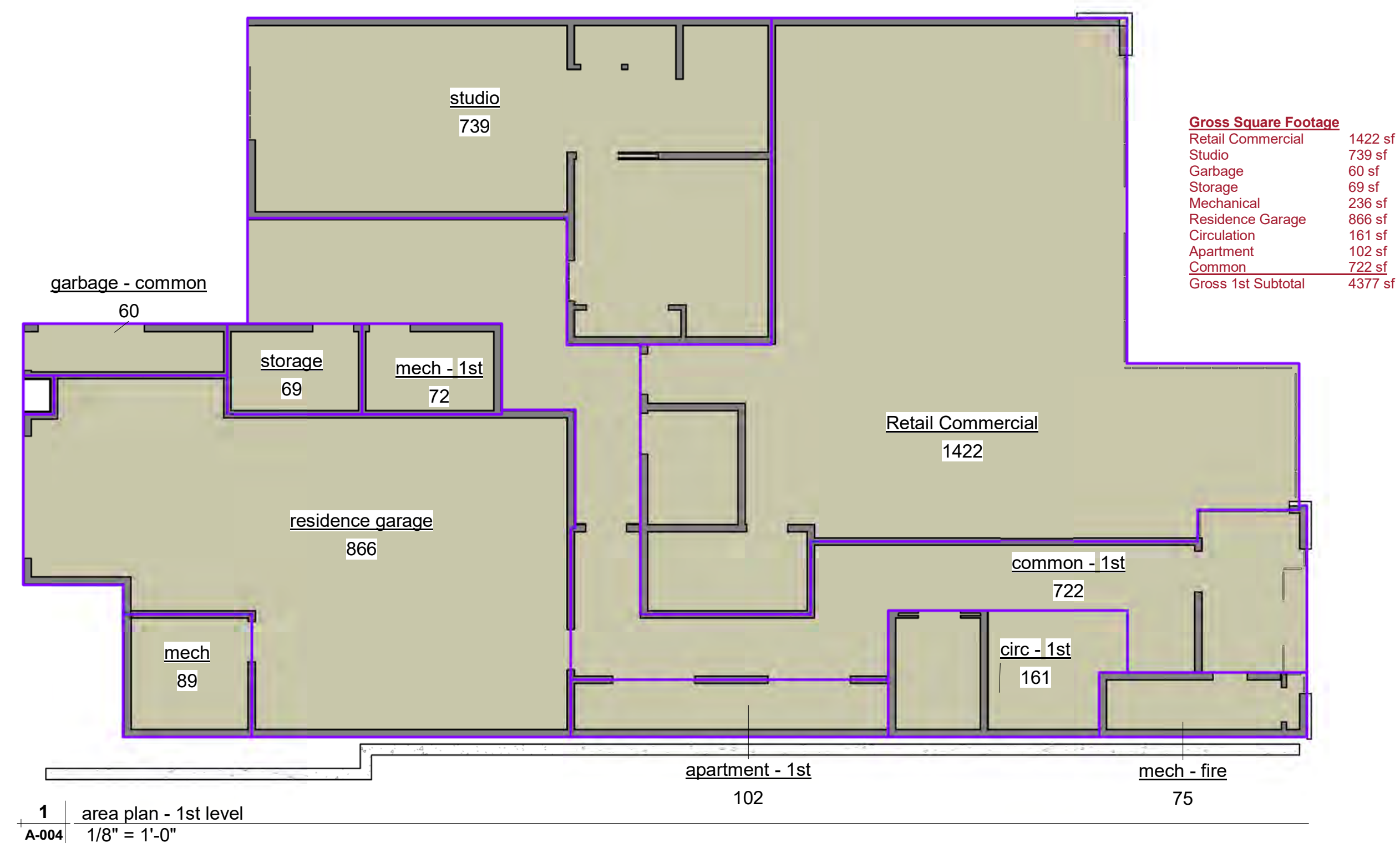
1 egress diagram - 1st level
A-003 1/8" = 1'-0"



2 egress diagram - 2nd level
A-003 1/8" = 1'-0"



3 egress diagram - 3rd level
A-003 1/8" = 1'-0"



floor areas

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

A-004

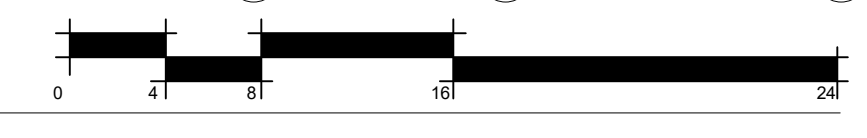
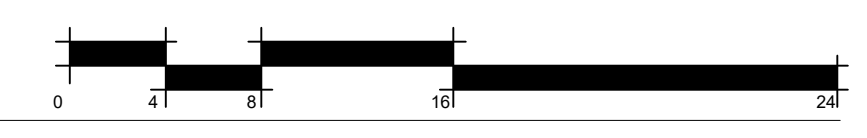
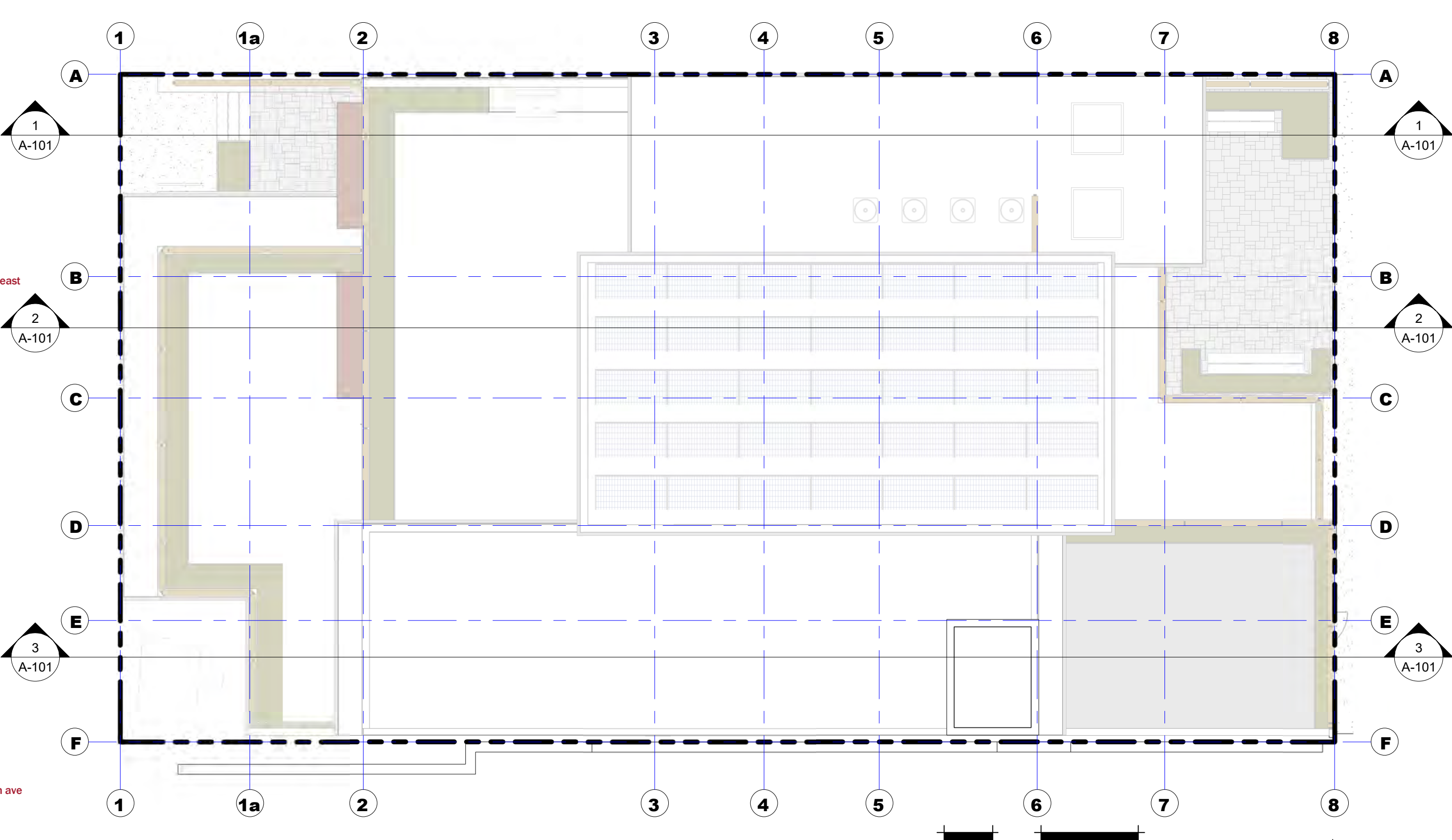
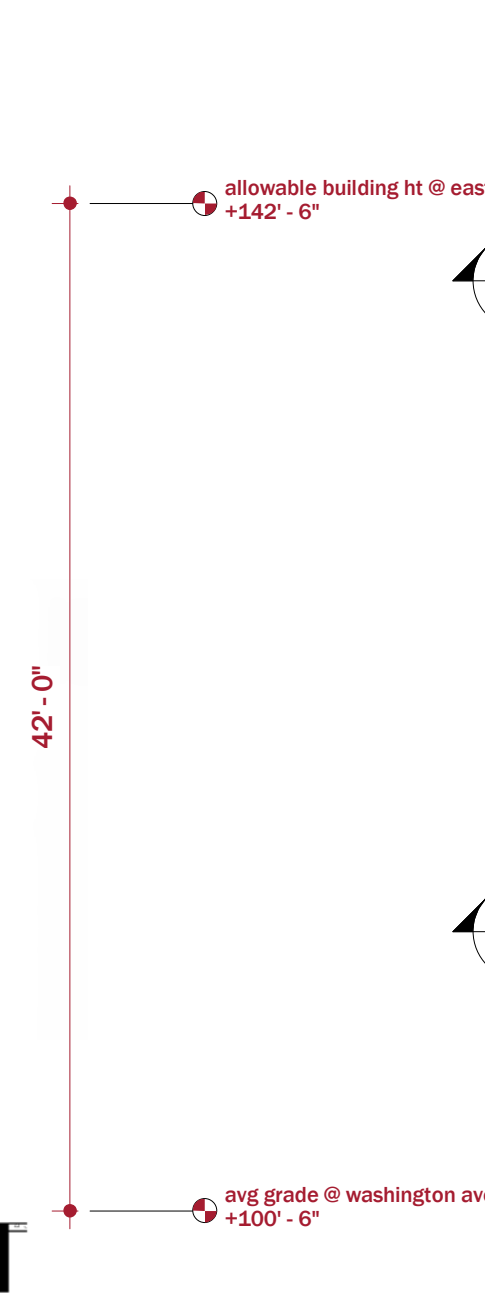
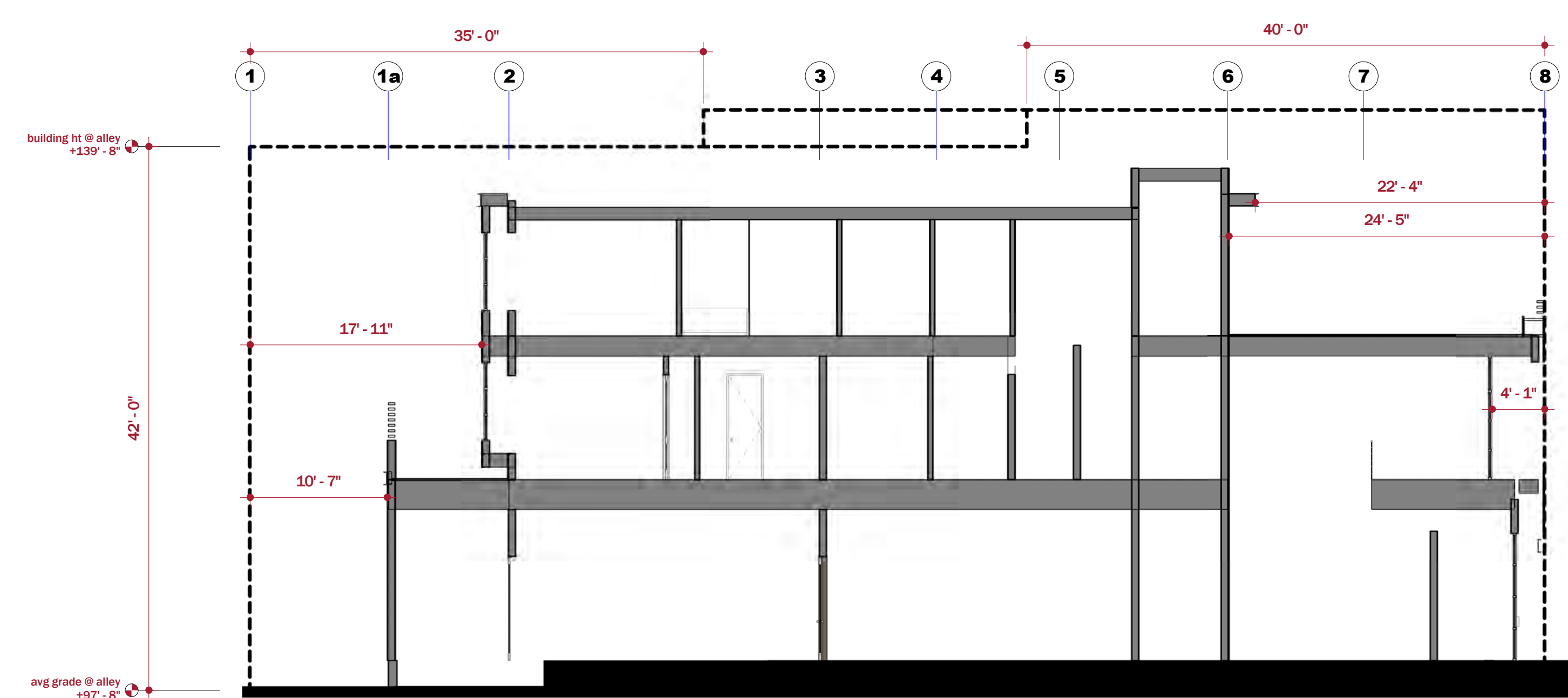
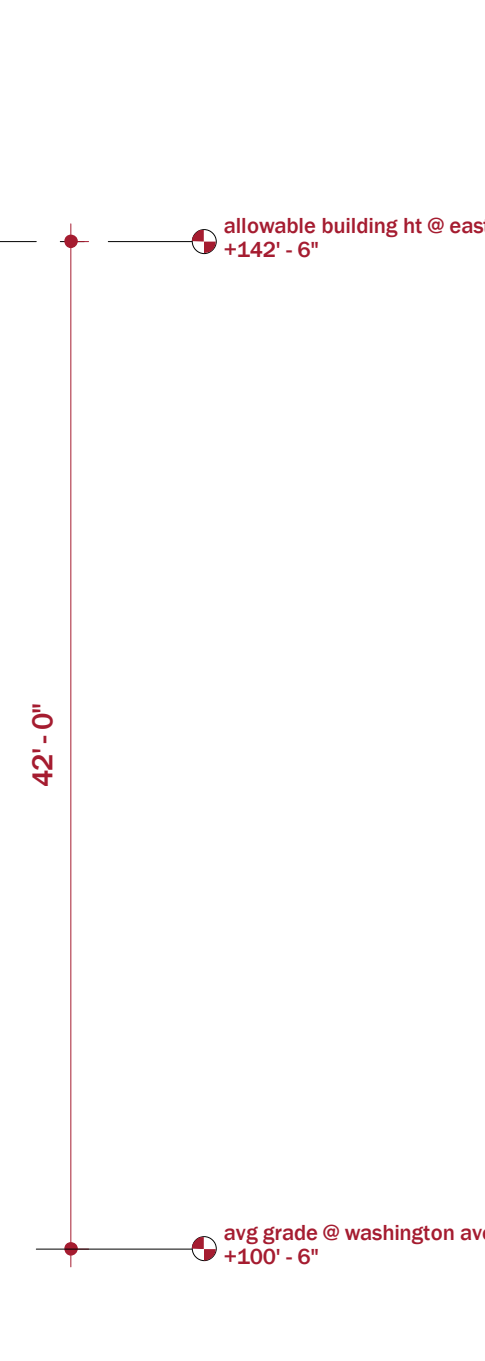
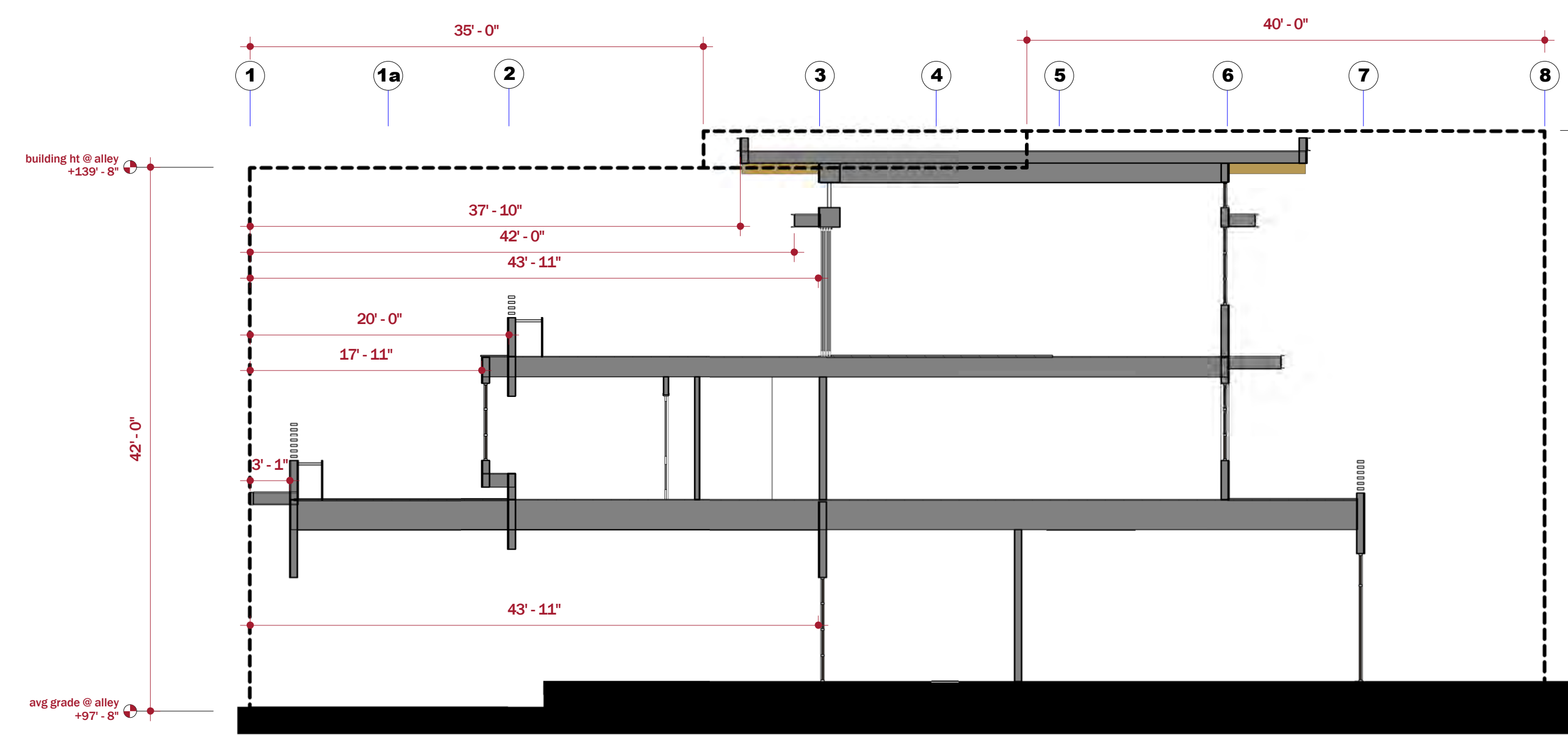
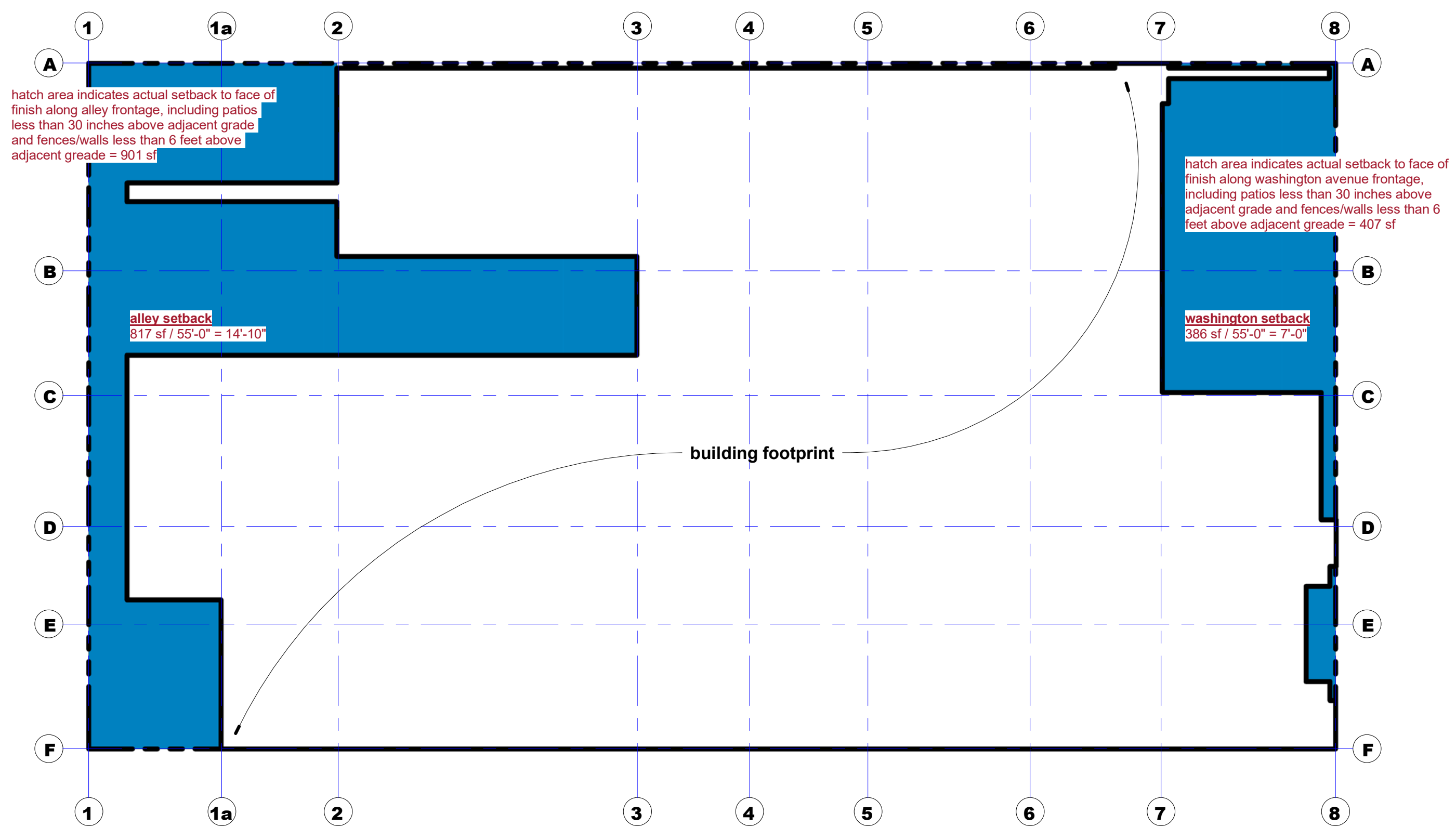
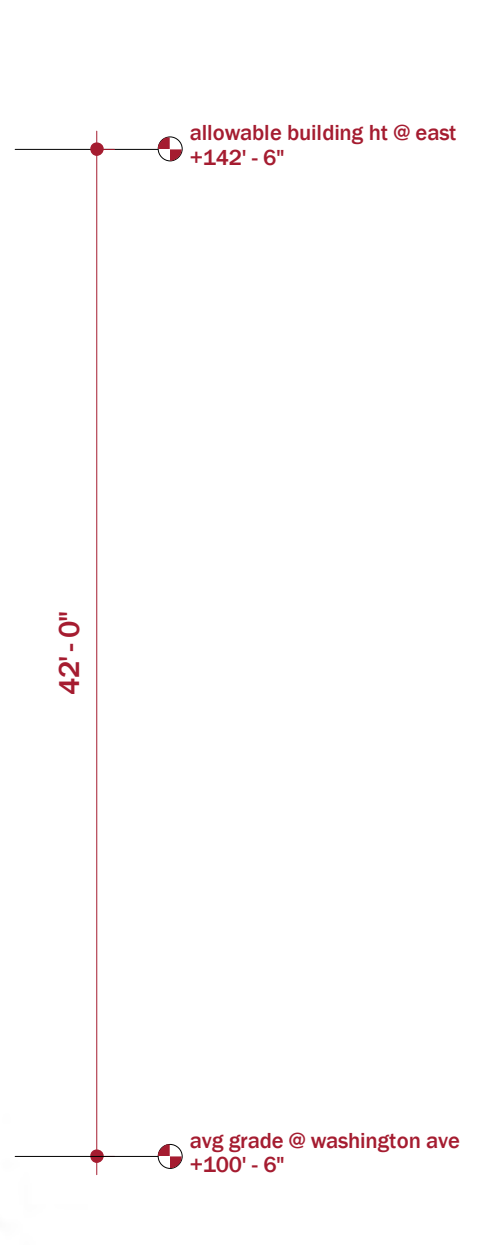
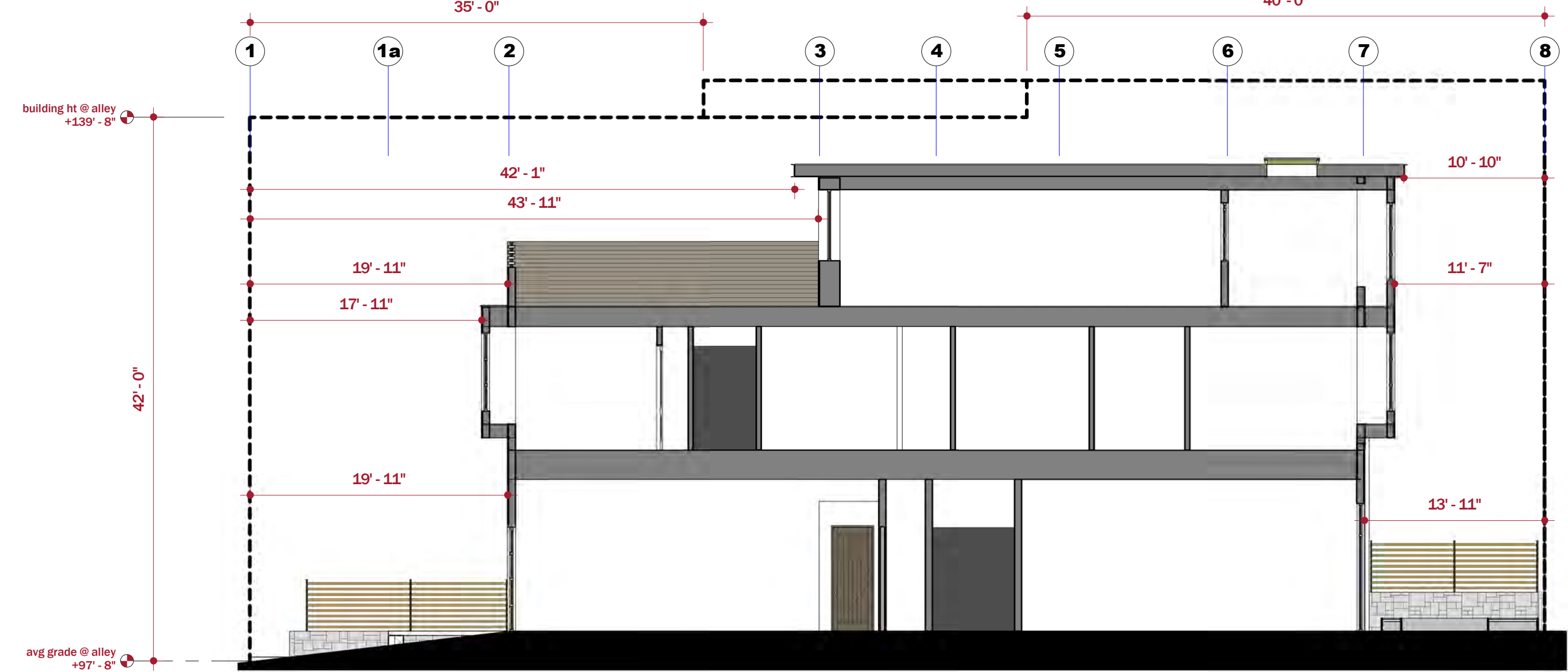
DRAWN BY: Author

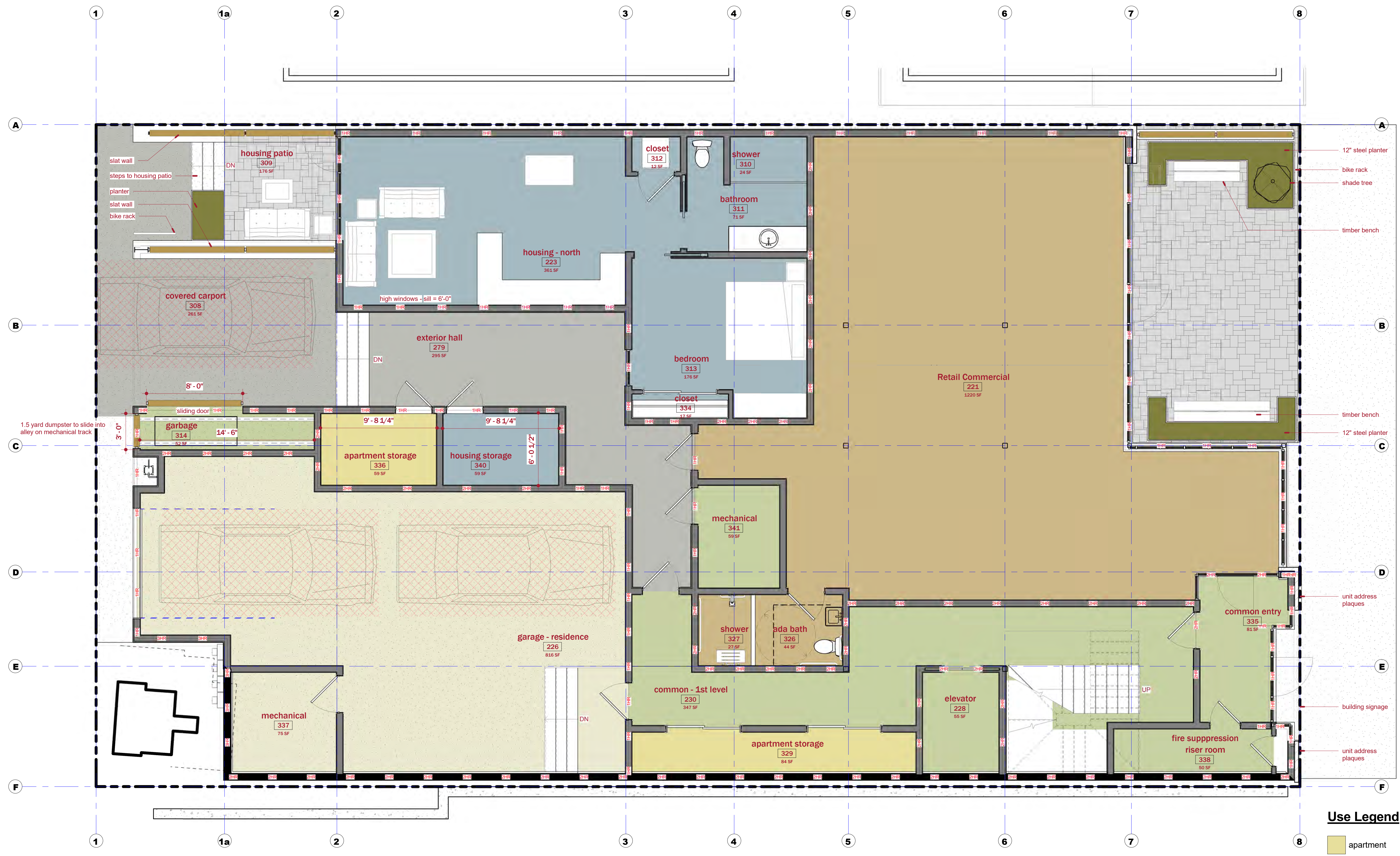
Average Grade Calculation

Grade 5836.0 ft = 100'-0"

Alley (West)
Grade @ Grid 1/A = 5835.4
Grade @ Grid 1/F = 5833.0
11668.4 / 2 = 5834.2 ft (97'-8")

Washington Ave (East)
Grade @ Grid 8/A = 5837.0
Grade @ Grid 8/F = 5836.0
11673 / 2 = 5836.5 ft (100'-6")

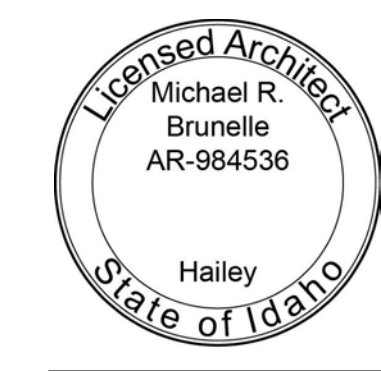




Use Legend

- apartment
- commercial
- common
- exterior spaces
- residence
- studio

1 floor plan - 1st level
A-102 1/4" = 1'-0"



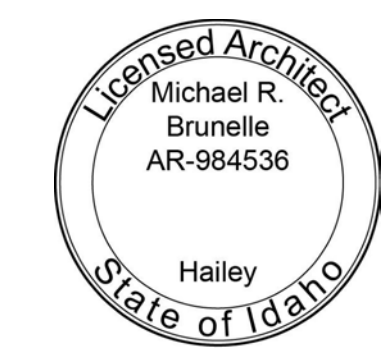
floor plan



Use Legend

- apartment
- common
- exterior spaces
- residence

1 floor plan - 2nd level
A-103 1/4" = 1'-0"



floor plan

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

A-103

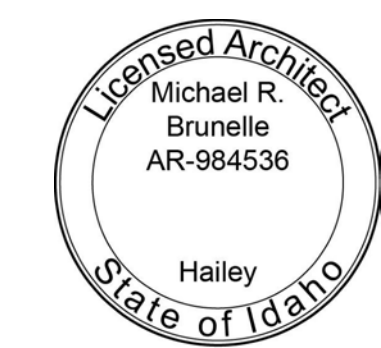
DRAWN BY: Author



Use Legend

- common
- exterior spaces
- residence

1 floor plan - 3rd level
A-104 1/4" = 1'-0"



floor plan



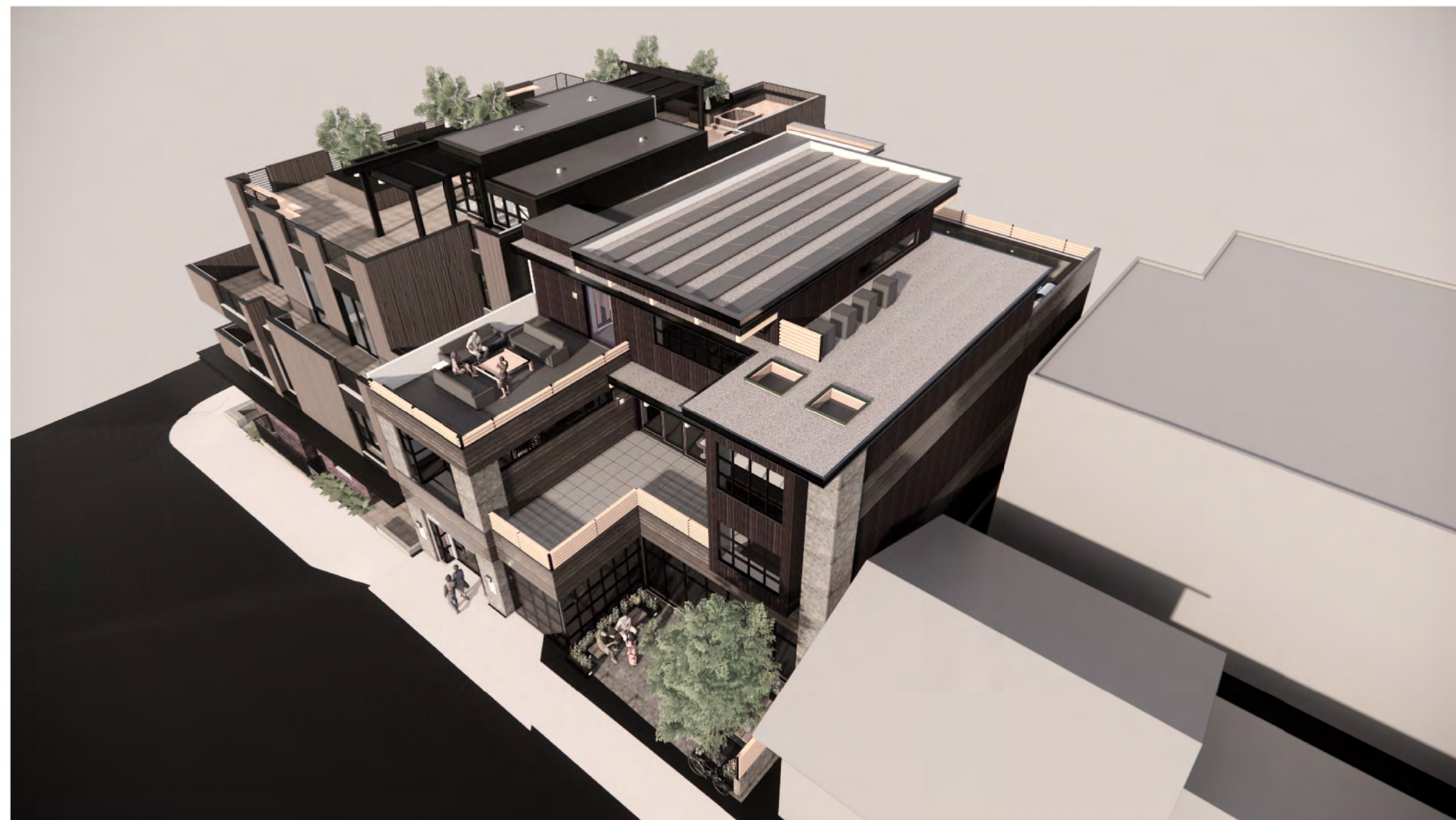
1 roof deck
A-105 1/4" = 1'-0"



1 East Perspective
A-200 12" = 1'-0"



2 ne perspective
A-200 12" = 1'-0"



3 ne birdseye
A-200 12" = 1'-0"



4 nw birdseye
A-200 12" = 1'-0"



5 nw perspective
A-200 12" = 1'-0"

PROJECT:
Bohica Building

131 N Washington Ave
Ketchum, ID 83340

DATE: 03/15/22

PROJECT NO:

REVISION: DATE:

NOTES:



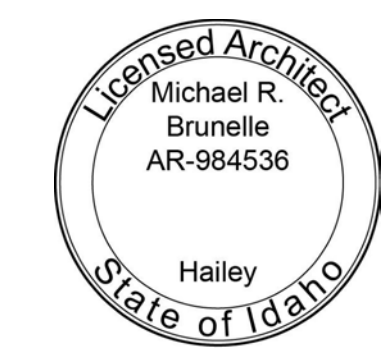
1 housing patio
A-200a 12" = 1'-0"



2 East Perspective
A-200a 12" = 1'-0"



3 east patio perspective
A-200a 12" = 1'-0"



renderings

SCALE: 12" = 1'-0"

A-200a

DRAWN BY: Author



1 Elevation - East
A-201 1/4" = 1'-0"



MAT 1 - Metal - unpainted, sealed steel



MAT 2 - Drystack stone veneer



MAT 3 - Timbers / Handrail (horizontal members) - rough sawn, cedar, stained Hewn.com 'Saddle'



MAT 4 - Wood siding, Kebony, 1x6 vertical shiplap, color to be Hewn.com Krakatoa



MAT 5 - Roofing - stone ballasted



MAT 6 - Wood siding, Kebony, 1x4 horizontal shiplap, color to be Hewn.com Peruvian



MAT 7 - Metal cladding, match existing (windows and doors), Handrail posts



MAT 8 - Stucco, match existing



elevations

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

A-201

DRAWN BY: Author



2 Elevation - West
A-202 1/4" = 1'-0"



MAT 1 - Metal - unpainted, sealed steel



MAT 2 - Drystack stone veneer



MAT 3 - Timbers / Handrail (horizontal members) - rough sawn, cedar, stained Hewn.com 'Saddle'



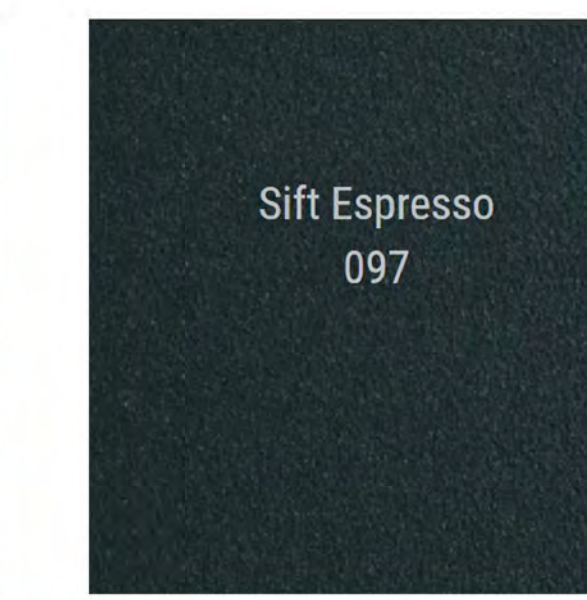
MAT 4 - Wood siding, Kebony, 1x6 vertical shiplap, color to be Hewn.com Krakatoa



MAT 5 - Roofing - stone ballasted



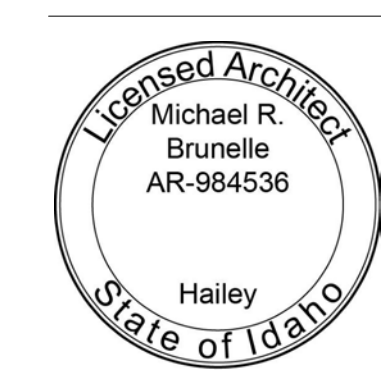
MAT 6 - Wood siding, Kebony, 1x4 horizontal shiplap, color to be Hewn.com Peruvian



MAT 7 - Metal cladding, match existing (windows and doors), Handrail posts



MAT 8 - Stucco, match existing

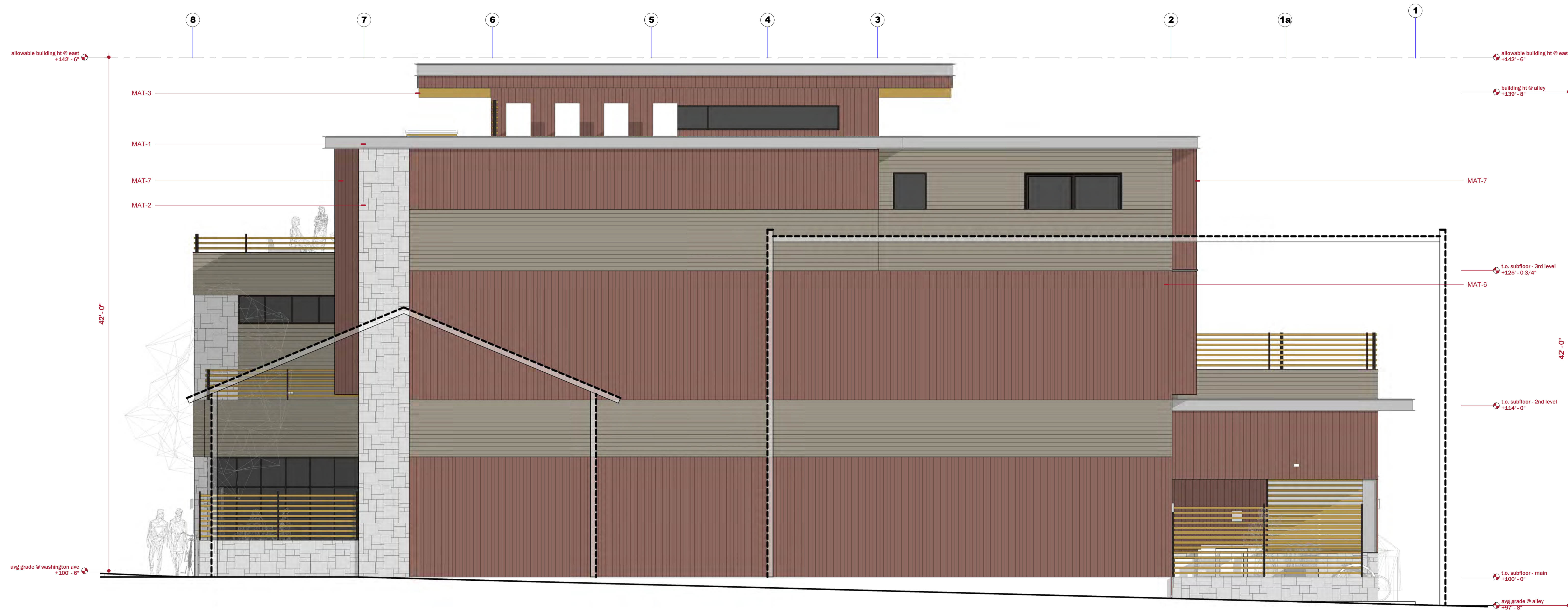


elevations

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

A-202

DRAWN BY: Author



1 Elevation - North
A-203 1/4" = 1'-0"



MAT 1 - Metal - unpainted, sealed steel



MAT 2 - Drystack stone veneer



MAT 3 - Timbers / Handrail (horizontal members) - rough sawn, cedar, stained
Hewn.com 'Saddle'



MAT 4 - Wood siding, Kebony, 1x6 vertical shiplap, color to be Hewn.com Krakatoa



MAT 5 - Roofing - stone ballasted



MAT 6 - Wood siding, Kebony, 1x4 horizontal shiplap, color to be Hewn.com Peruvian



MAT 7 - Metal cladding, match existing (windows and doors), Handrail posts



MAT 8 - Stucco, match existing



elevations

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

A-203

DRAWN BY: Author

A PRELIMINARY CONDOMINIUM PLAT SHOWING BOHICA MULTI-USE CONDOMINIUMS

WHEREIN THE BUILDING ON LOT 3, BLOCK 39, KETCHUM TOWNSITE IS CONVERTED TO CONDOMINIUMS
LOCATED WITHIN SECTION 18, T.4 N., R.18 E., B.M., CITY OF KETCHUM, BLAINE COUNTY, IDAHO

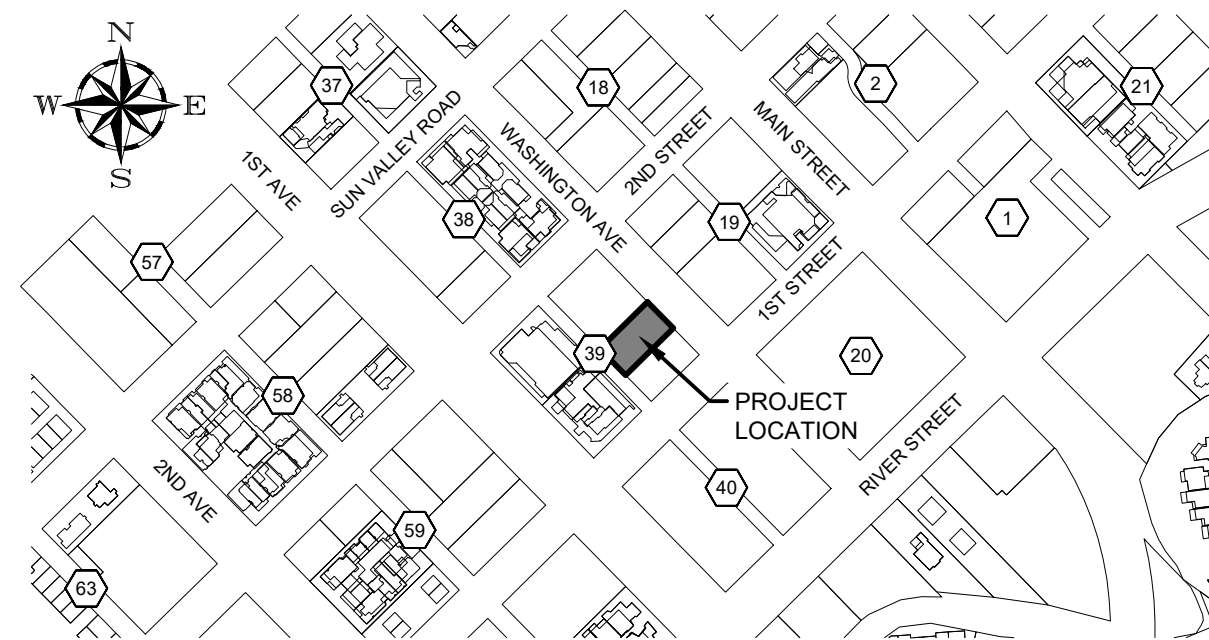
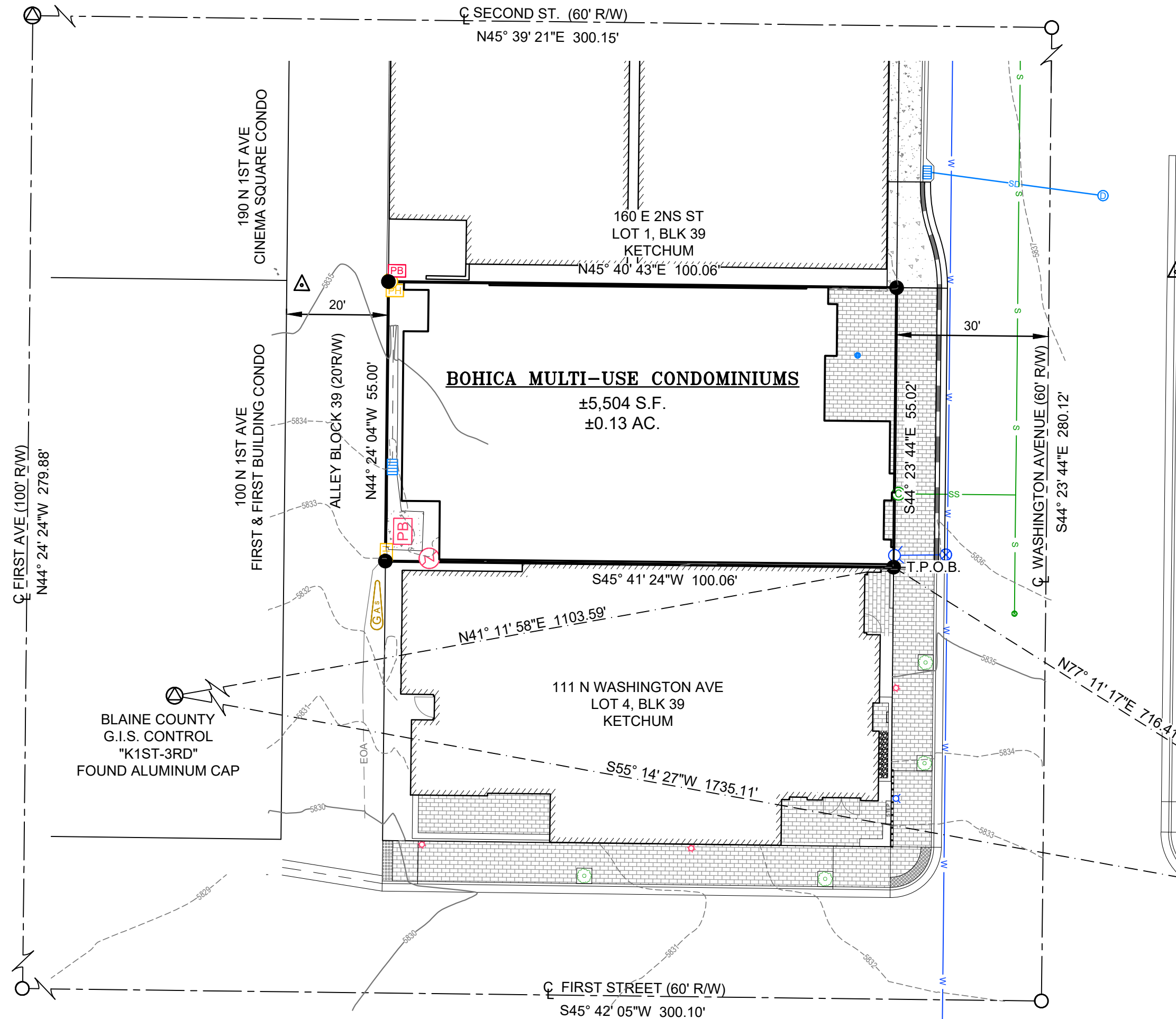
MARCH 2022



SCALE: 1" = 20'

SURVEY NARRATIVE & NOTES

- The purpose of this survey is to show the monuments found and set during the boundary retracement of Lot 3, Block 39, Ketchum Townsite, Instrument Number 302967, records of Blaine County, Idaho, and to condominiumize said property as shown hereon. All found monuments have been accepted. Lot corner monuments were set by block breakdown and proportioning record distances. Vertical Datum is NAVD 1988.
- The distances shown are measured. Refer to the above referenced survey for previous record data.
- Unless shown hereon, this survey does not purport to reflect any of the following which may be applicable to subject real property: natural hazards, encroachments, wetlands, easements, building setbacks, restrictive covenants, subdivision restrictions, zoning or any other land-use regulations.
- A Title Commitment has been issued by Stewart Title Guaranty Company, File Number 2123662, with a Date of Guarantee of January 14, 2022. 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.
- In interpreting the Declaration, Plat or Plats, and Deeds, the existing physical boundaries of the unit as originally constructed, or reconstructed in lieu thereof, shall be conclusively presumed to be its boundaries rather than the metes and bounds expressed or depicted in the declaration, plat or plats, and/or deeds, regardless of settling or lateral movement of the building and regardless of minor variances between boundaries shown in the declaration, plat or plats, and/or deeds, and the actual boundaries of the units in the buildings.
- Dimensions shown hereon will be subject to slight variations, owing to normal construction tolerances.
- Horizontal or sloping planes shown hereon are top of finished subfloor and bottom of finished ceiling; vertical planes are finished surfaces of interior walls. Some structural members extend into units, limited common areas and parking spaces.
- Property shown hereon is subject to terms, provisions, covenants, conditions, restrictions, easements, charges, assessments and liens provided by applicable Condominium Law or the Condominium Declaration recorded under Instrument Number _____, records of Blaine County, Idaho. Consult the Condominium Declarations for the definition of common and limited common area.
- All area outside of units that is not designated as limited common is common area. areas of "common" or "limited common" are shown by diagram.
- Building ties are to the interior corners of unit walls.
- Utility easements necessary to allow for access and maintenance of utilities serving units other than the unit they are located in are hereby granted by this plat.
- No garage may be condominiumized or sold separate from a condominium unit.
- The current zoning is Community Core - Subdistrict 2 - Mixed Use. Refer to the City of Ketchum Zoning Ordinance for specific information about this zone.
- The owner of the property is Bohica Idaho LLC, PO Box 1129, Ketchum, ID. The surveyor/representative is Mark E. Phillips, Galena Engineering, Inc., 317 N. River St., Hailey, Idaho 83333.



LEGEND

- Property Line
- Adjoiner's Lot Line
- - - Centerline of Right-of-way
- - - Blaine County G.I.S. Tie
- ⊙ Found Aluminum Cap
- Found 5/8" Rebar
- Found 1/2" Rebar
- Set 5/8" Rebar
- △ Survey Control
- Existing Building
- Edge of Asphalt
- Existing Concrete Curb, Gutter, & Sidewalk
- Existing Paver Sidewalk
- Proposed Curb and Gutter
- Concrete Valley Gutter
- GM MTR = Gas Meter
- GAS TV TVBOX = Cable TV Riser
- PH PHBOX = Telephone Riser
- PB PBOX = Power Box
- W Water Main
- S Sewer Main
- SS Sewer Service
- SD Storm Drain
- Power Meter
- S Sewer Manhole
- C Sewer Cleanout
- Catch Basin
- D Drywell
- Fire Hydrant
- Water Valve
- 1' Contour Interval
- 5' Contour Interval
- CA = Common Area
- ELEV. = Elevator
- LC = Limited Common Area
- MECH. = mechanical Room
- T.P.O.B. = True Point of Beginning

HEALTH CERTIFICATE: Sanitary restrictions as required by Idaho Code Title 50, Ch. 13, have been satisfied. Sanitary restrictions may be reimposed in accordance with Idaho Code Title 50, Ch. 13, Sec. 50-1326, by issuance of a Certificate of Disapproval.

Date _____ South Central District Health Dept., EHS

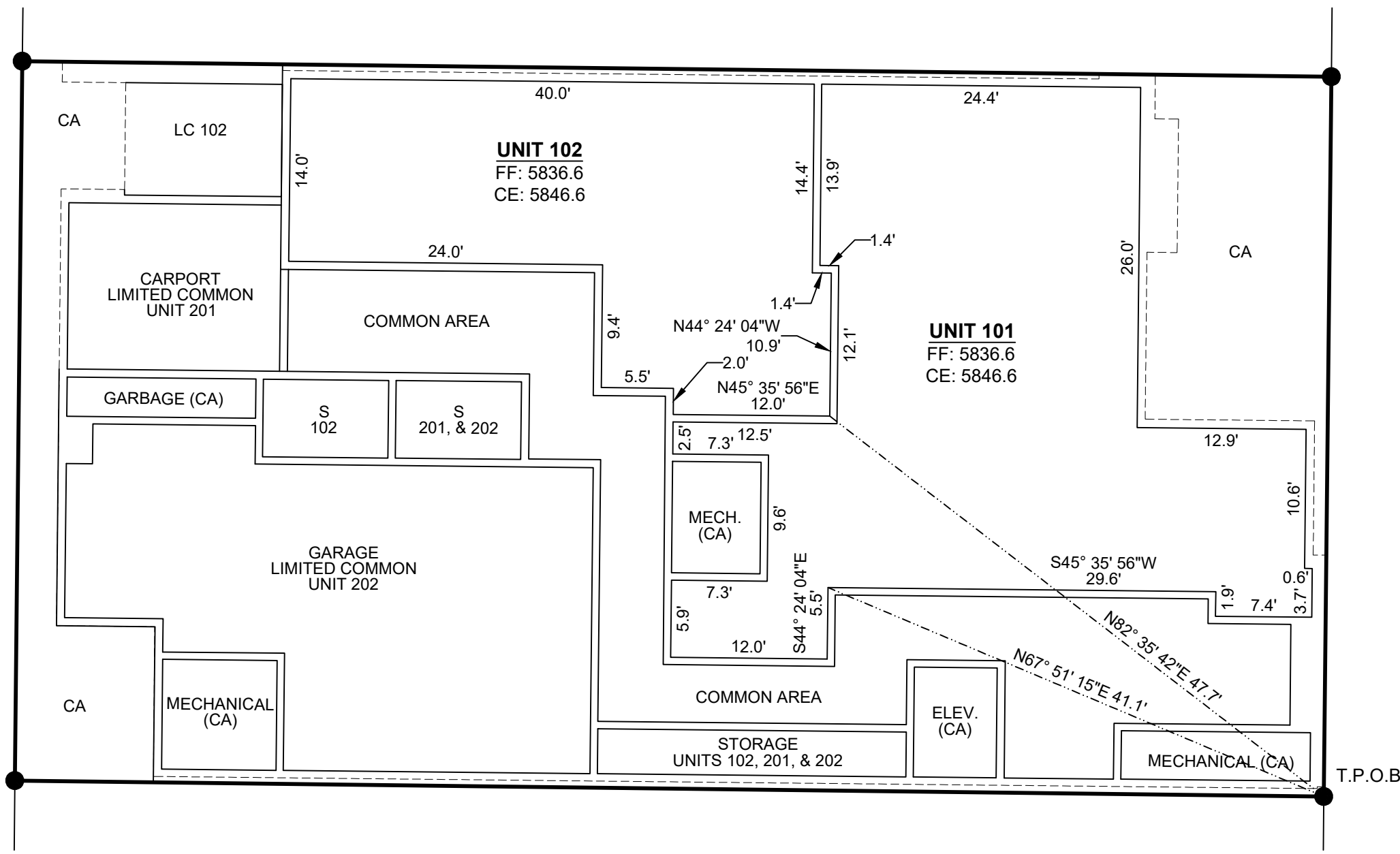
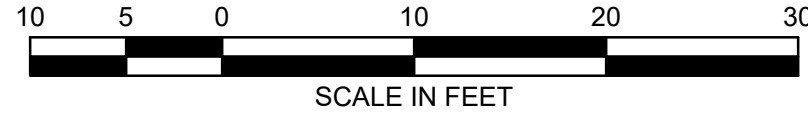


MARK E. PHILLIPS, P.L.S. 16670

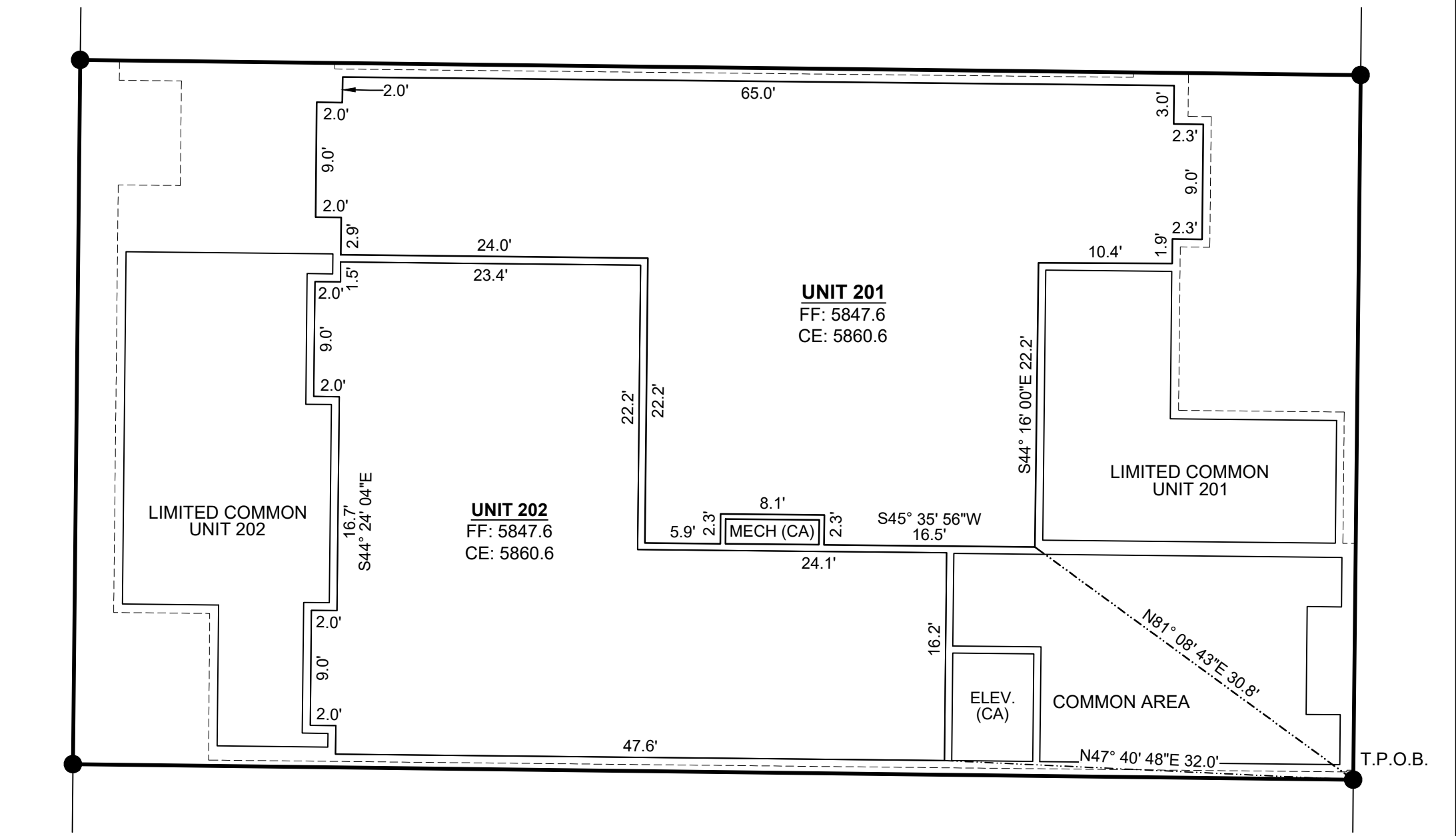
BOHICA MULTI-USE CONDO'S
GALENA ENGINEERING, INC.
HAILEY, IDAHO

1 OF 3
Job No. 8229

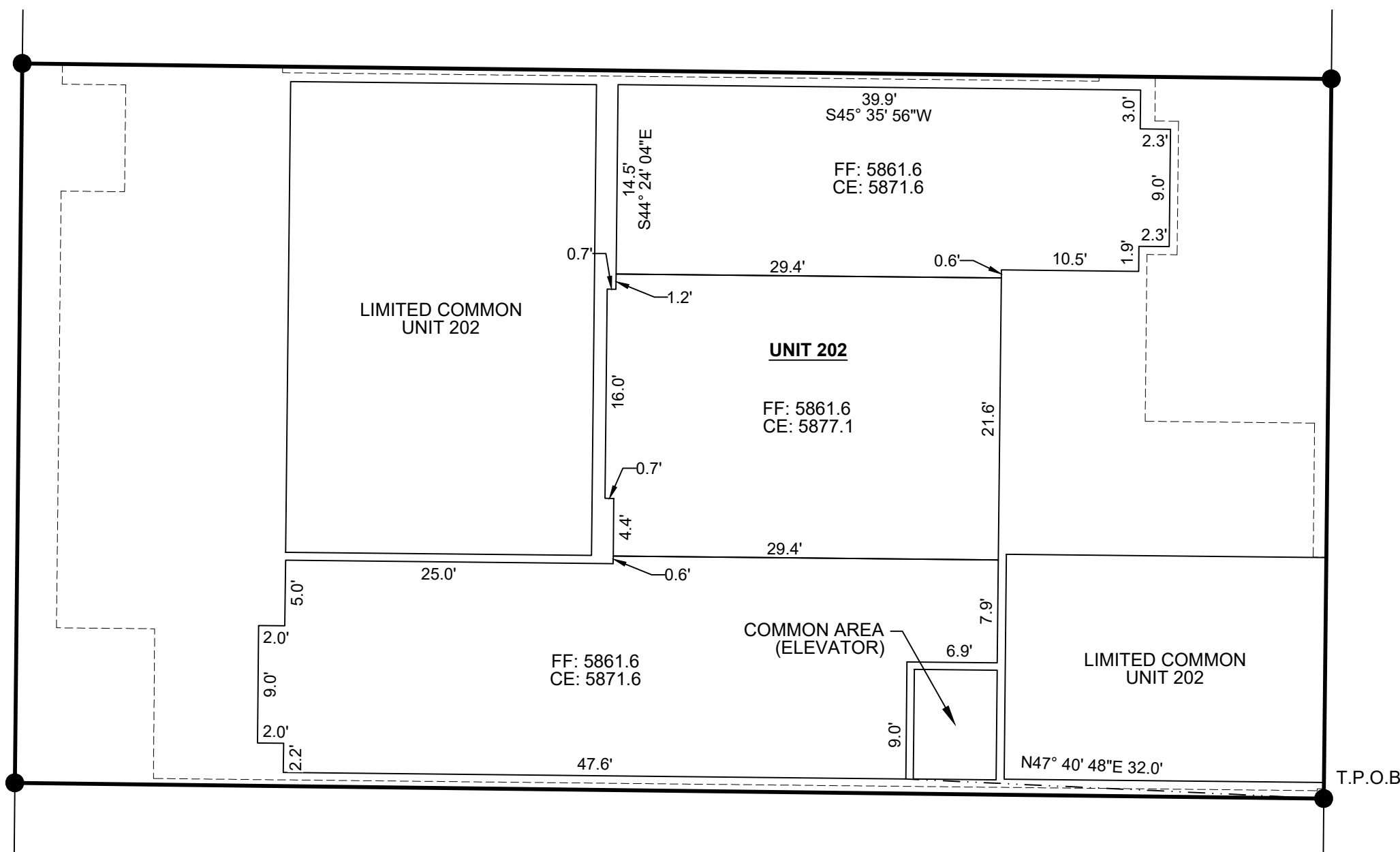
A PRELIMINARY CONDOMINIUM PLAT SHOWING BOHICA MULTI-USE CONDOMINIUMS MARCH 2022



FIRST FLOOR

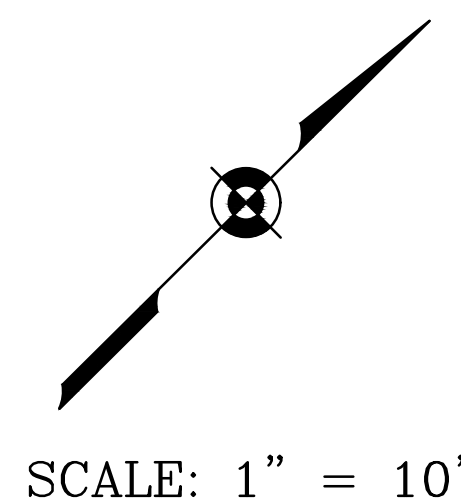


SECOND FLOOR



THIRD FLOOR

- LEGEND**
- Property Line
 - Unit Boundary
 - Building Footprint
 - Survey Tie Line
 - Set 5/8" Rebar, P.L.S. 16670
 - FE** Floor Elevation
 - CE** Ceiling Elevation
 - CA** Common Area
 - S** Storage



BOHICA MULTI-USE CONDO'S
GALENA ENGINEERING, INC.
HAILEY, IDAHO

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

2 OF 3
Job No. 8229

CERTIFICATE OF OWNERSHIP

This is to certify that the undersigned are the owners in fee simple of the following described condominium property:

A parcel of land located within Section 18, T.4N., R.18E., B.M., City of Ketchum, Blaine County, Idaho, more particularly described as follows:

LOT 3, BLOCK 39, KETCHUM TOWNSITE

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

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

Bohica Idaho LLC, An Idaho Limited Liability Company

BY: Kirsten Ritzau, Member

ACKNOWLEDGMENT

STATE OF _____ }
COUNTY OF _____ } ss

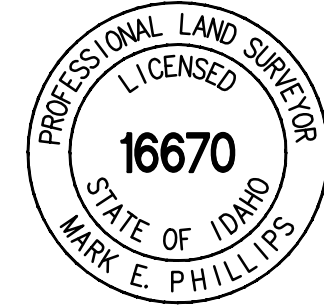
On this ____ day of _____, 2022, before me, a Notary Public in and for said State, personally appeared Kirsten Ritzau, known or identified to me to be the Governor of the limited liability company that executed the foregoing instrument, and acknowledged to me that such limited liability company executed the same.

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

Notary Public in and for said State
Residing in _____
My Commission Expires _____

SURVEYOR'S CERTIFICATE

I, Mark E. Phillips, a duly Licensed Professional Land Surveyor in the State of Idaho, do hereby certify that this plat is a true and accurate map of the land and points surveyed under my direct supervision and that it is in accordance with the Idaho State Code relating to Plats, Surveys, and Condominiums and the Corner Perpetuation and Filing Act, 55-1601 through 55-1612.



BLAINE COUNTY SURVEYOR'S APPROVAL

I, Sam Young County Surveyor for Blaine County, Idaho, do hereby certify that I have checked the foregoing Plat and computations for making the same and have determined that they comply with the laws of the State of Idaho relating to Plats and Surveys.

Sam Young, P.L.S. 11577
Blaine County Surveyor

KETCHUM CITY COUNCIL CERTIFICATE

I, the undersigned, City Clerk, in and for the City of Ketchum, Blaine County, Idaho, do hereby certify that at a regular meeting of the City Council held on the ____ day of _____, 2022, this plat was duly accepted and approved.

Tara Fenwick, City Clerk, City of Ketchum

KETCHUM CITY ENGINEER CERTIFICATE

I, the undersigned, City Engineer in and for the City of Ketchum, Blaine County, Idaho, do hereby approve this plat on this ____ day of _____, 2022, and certify that it is in accordance with the City of Ketchum subdivision ordinance.

Sherri Newland, City Engineer, City of Ketchum

KETCHUM CITY PLANNER CERTIFICATE

I, the undersigned, Planner in and for the City of Ketchum, Blaine County, Idaho, do hereby approve this plat on this ____ day of _____, 2022, and certify that it is in accordance with the City of Ketchum subdivision ordinance.

_____, City of Ketchum

BLAINE COUNTY TREASURER'S APPROVAL

I, the undersigned County Treasurer in and for Blaine County, State of Idaho per the requirements of Idaho Code 50-1308, do hereby certify that any and all current and/or delinquent county property taxes for the property included in this subdivision have been paid in full. This certification is valid for the next thirty (30) days only.

Blaine County Treasurer

Date

BLAINE COUNTY RECORDER'S CERTIFICATE

BOHICA MULTI-USE CONDO'S
GALENA ENGINEERING, INC.
HAILEY, IDAHO
3 OF 3
Job No. 8229



BOHICA MULTI-USE

COMPLIANCE WITH ZONING REGULATIONS

17.12.020 – District Use Matrix	Conformance
<i>Zone District: Community Core Subdistrict 2 – Mixed-Use (CC-2)</i>	YES
<p>Finding: The mixed-use building includes commercial space and a total of three residential dwelling units classified as “Dwelling – Multi-family”. <u>KMC 17.12.020</u> outlines permissible uses in the CC-2 zone district including a variety of commercial uses and “Dwelling - Multiple-family” as permitted in the CC-2 zone district. The KMC defines “Dwelling - Multiple-family” as a building, under single or multiple ownership, containing two or more dwelling units used for residential occupancy.</p>	

17.12.040 – Dimensional Standards. CC District Matrix	Conformance
<i>Minimum Lot Size</i>	YES
<p>Finding: <u>Required:</u> 5,500 square feet <u>Existing:</u> 5,505 square feet</p>	

17.12.040 – Dimensional Standards. CC District Matrix	Conformance
<i>Minimum Lot Width</i>	YES
<p>Finding: <u>Required:</u> Minimum lot width of an average of 55 feet is required in the CC-2 zone district. <u>Proposed:</u> The subject property is 55 feet wide as shown on the survey included in the project plans.</p>	

17.12.040 – Dimensional Standards. CC District Matrix	Conformance
<i>Minimum Building Setbacks</i>	YES
<p>Finding: Permitted: Front (N Washington/west): 5 feet average – 275.1 SF required per length of facade Side (Interior Lot Line/north): 0 feet Side (Interior Lot Line/south): 0 feet Rear (Alley/east): 3 feet</p> <p>The calculated the average setback for front and street sides, the length of the façade at each level is measured and multiplied by five to determine the minimum required square footage</p>	

of setback for the façade at that level. To calculate compliance with the minimum requirement, the total square footage of proposed setback for the same facade is measured.

Proposed:

Front (N Washington Ave/west): 386 SF on the ground floor facade as shown on Sheet A-101, second and third floor facades either match or are more setback than the ground floor, thus meeting setback requirements.

Side (Interior/north): 0 feet

Side (Interior Lot Line/south): 0 feet

Rear (Alley/east): 3 feet one inch as shown on Sheet A-101 Section 2

The current building contains a half circle type architectural feature that encroaches into the right-of-way of Washington Ave approved with the original design review application. The project proposes to remove the encroachment and does not propose any other encroachments.

17.12.040 – Dimensional Standards. CC District Matrix	Conformance
<i>Maximum Building Heights</i>	YES
<p>Permitted: 42 feet</p> <p>Height of building/CC District: The greatest vertical distance of a building in the community core district measured by determining the average elevation of the front property line and rear property line. Draw a line from the average front or rear elevation up to the maximum building height allowed, and then draw a line at that height parallel to the front or rear property line. The resulting line establishes the highest elevation of the front or rear facade. The front or rear facade shall not extend above this line. Side facades may be stepped up or down to transition from the highest elevation of the front facade height to the highest elevation of the rear facade. One or multiple steps along the side facades are allowed, except no step shall occur within 40 feet of the front elevation or within 35 feet of the rear facade. The City shall establish the elevation points used to calculate the average elevation of the front and rear property lines (see illustration A on file in the office of the City Clerk).</p> <p>Proposed:</p> <p>As shown on Sheet A-101, there is a slight slope downward on the site from the front property line along Washington Avenue and the rear property line at the alley. Sheet A-101 shows the building height calculation in three cross sections of the building using the average grade of the front and rear property lines as required in the definition of building height in the CC zone district. As shown in the second cross section the height of the building is 42 feet on the Washington Street side and steps down to ensure the alley façade does not exceed 42 feet. The step down is 40 feet from the front lot line and 35 feet from the rear property line as required in the building height definition.</p>	

17.124.040 – Floor Area Ratios and Community Housing	Conformance
<i>An increased FAR may be permitted subject to design review approval, and provided, that all conditions in KMC 17.124.040.B.2 are met.</i>	YES Condition #2
<p>Finding: Permitted FAR: 1.0 Permitted FAR with Community Housing: 2.25</p> <p>Proposed: Gross Square Footage – 9,983 SF SF (Per Sheet FAR Calc Sheet) Total Lot Area – 5,505 SF SF (per sheet C0.2) FAR – 1.8</p> <p>Community Housing Mitigation Calculation: Permitted Gross Square Feet (1.0 FAR): 5,505 SF Proposed Gross Square Feet: 9,983 SF – 486 SF (parking credit) = 9,497 Increase Above Permitted FAR: 3,992 SF 20% of Increase: 798 SF Net Livable (15% Reduction): 679 SF</p> <p>The applicant proposes to dedicate residential Unit 102 (739 square feet). This fully satisfies the community housing requirement for the project. Staff recommends Conditions of approval 2 to ensure the community housing unit is provided and that all code requirements are met.</p>	

17.125.030 - Off Street Parking and Loading 17.125.040 – Off Street Parking and Loading Calculations 17.125.050 – Community Core District Off Street Parking and Loading Calculations	Conformance
<i>Minimum amount of parking spaces per use and parking space dimensions.</i>	YES
<p>Permitted: For residential multi-family dwelling units in the Community Core Units 750 square feet or less – 0 spaces Units 751 SF to 2,000 SF – minimum of 1 space Units 2,001 SF and above – minimum of 2 spaces</p> <p>Bicycle Rack Requirements: All uses, other than one family dwellings, are required to provide one bicycle rack, able to accommodate at least two bicycles, for every four parking spaces required by the proposed use. At a minimum, one bicycle parking rack shall be required per development.</p> <p>The project proposes a total of 3 dwelling units and one commercial space: Res Unit 1 – 3505 SF – 2 spaces required Res Unit 2 – 1823 SF – 1 space required Res Unit 3 (CH Unit) – 739 SF - exempt</p>	

Commercial Unit – 1220 SF - exempt

The total required parking for the project is three spaces and one bicycle rack accommodating two bicycles.

Proposed:

As shown on Sheet A2.1, the project proposes a total of three parking spaces, one surface space and two garage spaces. Per the Preliminary Plat submittal, the project is proposed to be subdivided into a condominium in such a way that each dwelling unit will have one or two dedicated parking spaces except for the units less than 750 square feet. One bicycle rack is proposed in the landscaped area fronting Washington Ave. An additional bicycle rack is provided in the rear of the building adjacent to the community housing unit.

17.127 – Signage	Conformance
<i>Master Signage Plan for New Construction</i>	YES
Finding: The master signage plan for the project is shown on the elevations on Sheet A-201. The project proposes two address markers for the building on the east elevation.	

17.132 – Dark Skies	Conformance
<i>Compliance with Section 17.132 – Dark Skies.</i>	YES
Finding: As shown on Sheets E-101, the photometric analysis of the project shows zero light trespass across the subject property’s boundaries. Additionally, the proposed light fixtures are dark sky compliant and meet the city’s requirement of a maximum of 2700 K light temperature.	



BOHICA MULTI-USE

COMPLIANCE WITH DESIGN REVIEW STANDARDS

17.96.060.A.1 - Streets	Conformance
<i>The applicant shall be responsible for all costs associated with providing a connection from an existing City street to their development.</i>	YES
<p>Finding: The project will install curb and gutter and sidewalks within the right-of-way of N Washington Ave adjacent to the subject property. The project includes direct access into the building from the sidewalk on the southern end and an outdoor patio adjacent to the sidewalk to the north end of the building along Washington Ave. All improvements to the right-of-way and walkways to the right-of-way improvements are at the expense of the applicant.</p>	

17.96.060.A.2 - Streets	Conformance
<i>All street designs shall be approved by the City Engineer.</i>	YES Condition #5
<p>Finding: No new streets are proposed for the project, however, all improvements to the right-of-way as shown on the project plans have been reviewed by the City Engineer. Final review of all improvements to the right-of-way and alley will be completed prior to issuance of a building permit for the project per condition of approval #5</p>	

17.96.060.B.1 - Sidewalks	Conformance
<i>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.</i>	YES
<p>Finding: KMC 17.124.140 outlines the zone districts where sidewalks are required when substantial improvements are made, which include the CC, all tourist zone districts, and all light industrial districts. As the project is within the CC-2 zone district, sidewalks are required and included in the project plans.</p>	

17.96.060.B.2 - Sidewalks	Conformance
<i>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.</i>	YES Condition #5
<p>Finding: The project plans provided the details of the sidewalks for review by the City Engineer. Preliminary review of the project plans indicates that all city right-of-way standards for width and construction are met. Final review of all improvements to the right-of-way will</p>	

be completed prior to issuance of a building permit for the project per condition of approval #5.

17.96.060.B.3 - Sidewalks	Conformance
<p><i>Sidewalks may be waived if one of the following criteria is met:</i></p> <ul style="list-style-type: none"> a) <i>The project comprises an addition of less than 250 square feet of conditioned space.</i> b) <i>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.</i> 	N/A
<p>Finding: The applicant has not requested, nor has the City Engineer granted a waiver to the sidewalk requirement for the project.</p>	

17.96.060.B.4 - Sidewalks	Conformance
<p><i>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.</i></p>	YES
<p>Finding: As shown on Sheet C1.0 of the project plans, the project proposes sidewalks to be placed the full length of the subject property along N Washington Ave.</p>	

17.96.060.B.5 – Sidewalks	Conformance
<p><i>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.</i></p>	YES
<p>Finding: Sidewalks exist to the north and south of the subject property. The sidewalk shown on Sheet C1.0 of the project plans connects directly to both sidewalks for full pedestrian connectivity. Additionally, the project provides direct entrance to the building from the sidewalk or through the outdoor patio on N Washington Ave.</p>	

17.96.060.B.6 - Sidewalks	Conformance
<p><i>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</i></p>	N/A

<i>the City Engineer. Any approved in lieu contribution shall be paid before the City issues a certificate of occupancy.</i>	
Finding: The applicant has not requested relief from the requirement to construct sidewalks nor has the City granted any such request.	

17.96.060.C.1 - Drainage	Conformance
<i>All stormwater shall be retained on site.</i>	YES
Finding: The project proposes a series of roof drains, drywells, and catch basins to manage onsite stormwater. Per Sheet C1.0 of the project plans, all stormwater is being retained on site.	

17.96.060.C.2 - Drainage	Conformance
<i>Drainage improvements constructed shall be equal to the length of the subject property lines adjacent to any public street or private street.</i>	YES Condition #5
Finding: As shown on Sheet C1.0, all stormwater is retained on-site. The project proposes to construct right-of-way improvements to the length of the subject property, including curb and gutter, along N Washington Ave. The project also proposes drainage infrastructure in the alley behind the subject property for the full length of the subject property. Final design of drainage infrastructure will be reviewed and approved by the City Engineer prior to building permit issuance per condition #5.	

17.96.060.C.3 - Drainage	Conformance
<i>The City Engineer may require additional drainage improvements as necessary, depending on the unique characteristics of a site.</i>	N/A
Finding: The City Engineer did not identify any additional drainage improvements during department review.	

17.96.060.C.4 - Drainage	Conformance
<i>Drainage facilities shall be constructed per City standards.</i>	YES Condition #5
Finding: Based on review of the project plans by the City Engineer during department review, all drainage facilities meet city standards. Final design of drainage facilities will be reviewed and approved by the city engineer prior to issuance of a building permit per condition #5.	

17.96.060.D.1 - Utilities	Conformance
<i>All utilities necessary for the development shall be improved and installed at the sole expense of the applicant.</i>	YES

Finding: All project costs associated with the development, including installation of utilities, are the responsibility of the applicant. The applicant has not made requests for funding to the City, and no funds have been provided by the city for the project.

17.96.060.D.2 - Utilities	Conformance
<i>Utilities shall be located underground and utility, power, and communication lines within the development site shall be concealed from public view.</i>	YES

Finding: As shown on Sheet C1.0, all necessary utilities for the project are located on-site and underground. A large transformer on the southwest corner of the property along the alley currently exists. Per correspondence from Idaho Power in a letter dated December 27, 2021, the existing transformer is adequate for the proposed project and no upgrades are required. Phone, cable, and gas infrastructure is also located underground with all pedestals for phone and cable located on the alley side of the property within the property boundaries. No utilities can be viewed from pedestrian vantage points on Washington Ave.

17.96.060.D.3 - Utilities	Conformance
<i>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.</i>	N/A

Finding: The location of the subject property is already served by fiber optic cable and therefore no conduit is required in this location.

17.96.060.E.1 – Compatibility of Design	Conformance
<i>The project's materials, colors and signing shall be complementary with the townscape, surrounding neighborhoods and adjoining structures.</i>	YES

Finding: The project is located mid-block on the west side of Washington Ave between 1st and 2nd Streets. To the south is the future three-story Mountain Land Design building under construction. To the north is a 1-1.5 story furniture store named My House. To the northwest is a two-story stucco and glass building. Sheets A-001 and A-200 include photographs of the existing building including adjacent structures and renderings of the proposed building with the new Mountain Land project. The proposed project uses a variety of stone, metal, and glass materials consistent with what exists today. Proposed materials are consistent with materials proposed for Mountain Land and they complement the materials of the two-story office building. The color palette of the wood siding proposed for the upper floors of the project compliments the dark color of the furniture store. Generally, the material palette of wood siding, metal accenting, glass, and stone is consistent with materials used broadly throughout the Community Core.

17.96.060.E.2 – Compatibility of Design	Conformance
<i>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.</i>	N/A
Finding: The existing building was constructed in 2008 and is not listed as a historical or cultural landmark on the City of Ketchum’s Historical Building/Site List, therefore this standard does not apply.	

17.96.060.E.3 – Compatibility of Design	Conformance
<i>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.</i>	N/A
Finding: The existing building was built in 2008, therefore this standard does not apply.	

17.96.060.F.1 – Architectural	Conformance
<i>Building(s) shall provide unobstructed pedestrian access to the nearest sidewalk and the entryway shall be clearly defined.</i>	YES
Finding: The project includes a primary entrance to the building on Washington Avenue, directly accessible from the sidewalk and clearly defined. The entry portion of the building is the only portion that is not setback from the front property line. Proposed signage, materials, and architectural elements indicate this as the primary entrance to the building. The façade at the main entrance is two stories and is emphasized by the use of stone integrated vertically from the ground to the top of the second story.	

17.96.060.F.2 – Architectural	Conformance
<i>The building character shall be clearly defined by use of architectural features.</i>	YES
Finding: The building character is that of a mountain modern approach defined by architectural features such as horizontal blocking of decks and roof forms, and vertical integration of all stories using accent materials. The character is also reinforced through the use of vertical wood siding which softens the appearance of the building.	

17.96.060.F.3 – Architectural	Conformance
<i>There shall be continuity of materials, colors and signing within the project.</i>	YES
Finding: The project uses a consistent set of materials including wood siding and accent beams, metal panels, stone, and stucco. The most materials are utilized on each façade in	

different ways, connecting all facades with a continuous pattern and rhythm. The minimalist nature of the design will be carried through to the signage, which includes one building identification sign and two address markers.

17.96.060.F.4 – Architectural	Conformance
<i>Accessory structures, fences, walls and landscape features within the project shall match or complement the principal building.</i>	YES
<p>Finding: No accessory structures are proposed; however, the project contains landscape planters along Washington Avenue and the alley and screening walls in the rear of the property. The landscape planters and seat walls in the public plaza on Washington Ave will be constructed of finished concrete, wood, and metal as shown in the renderings on Sheet A-200a. The alley planters will be constructed of finished concrete and metal while the screening walls will be slatted wood. All these materials complement the principal building.</p>	

17.96.060.F.5 – Architectural	Conformance
<i>Building walls shall provide undulation/relief, thus reducing the appearance of bulk and flatness.</i>	YES
<p>Finding: The project provides significant undulation on the front and rear facades with vertical and horizontal setbacks of the structure at all levels of the building. Half of the ground floor façade is stepped back from the front property line 11 feet. This setback carries to all levels above. Additionally portions of the second floor are setback even further. The project includes a varied roof plan that mirrors the undulation of the façade and is not continuous across the entire façade.</p>	

17.96.060.F.6 – Architectural	Conformance
<i>Building(s) shall orient toward their primary street frontage.</i>	YES
<p>Finding: The subject property’s primary street frontage is N Washington Ave, which is where the primary entrance to the building is located. In addition to the main entrance of the building, a public plaza fronts Washington Ave, inviting pedestrians to interact with the building and proposed uses.</p>	

17.96.060.F.7 – Architectural	Conformance
<i>Garbage storage areas and satellite receivers shall be screened from public view and located off alleys.</i>	YES
<p>Finding: As shown on Sheet A-102 of the project plans, the garbage area is in the rear of the building, within a full screened from view. Garbage handling for the project is proposed as a small dumpster on a retractable slide that can easily move in and out of the screened area on service days. As noted in a letter from Clear Creek Disposal dated February 7, 2022, this</p>	

design is not only workable for Clear Creek to manage disposal for the project but also minimizes alley maintenance and plowing conflicts from individual garbage carts being left in the alley ways for long periods of time.

17.96.060.F.8 – Architectural	Conformance
<i>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.</i>	YES
<p>Finding: As shown on Sheet A-105, the roof plan for the project includes flat roofs at an angle that causes water to drain toward a series of roof drains along the interior of the roof. Based on the design of the project and drainage facilities shown on Sheet C1.0, no water or snow will enter onto adjacent properties.</p>	

17.96.060.G.1 – Circulation Design	Conformance
<i>Pedestrian, equestrian and bicycle access shall be located to connect with existing and anticipated easements and pathways.</i>	YES
<p>Finding: The project is fully connected into the existing sidewalk system providing pedestrian connections throughout the downtown and the regional bike system. No additional easements or pathways have been identified necessitating connection from the project.</p>	

17.96.060.G.2 – Circulation Design	Conformance
<i>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.</i>	YES
<p>Finding: The project does not propose any awnings encroaching into the right-of-way. The existing building includes a semi-circle architectural feature above the main entry to the building, however, this feature is proposed to be removed as part of this project.</p>	

17.96.060.G.3 – Circulation Design	Conformance
<i>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.</i>	YES
<p>Finding: Vehicle traffic accesses the site from the alley between N Washington Ave and N 1st Ave, from 1st or 2nd Street. Access to the parking area from the alley will be adequate to enter or exit the project safely. Bicycle and pedestrian circulation will primarily be in and out of the front of the project along N Washington. The primary entrance to the community housing unit is from the alley and includes dedicated bicycle parking in front of the unit for safe</p>	

mount and dismount. Pedestrian access to and from the project is provided through sidewalk connections to the north and south.

17.96.060.G.4 – Circulation Design	Conformance
<i>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.</i>	N/A
Finding: The subject property is an interior lot, however, access points for parking spaces from the alley in the Community Core are not considered curb cuts or driveways, therefore this standard does not apply.	

17.96.060.G.5 – Circulation Design	Conformance
<i>Unobstructed access shall be provided for emergency vehicles, snowplows, garbage trucks and similar service vehicles to all necessary locations within the proposed project.</i>	YES
Finding: The project location provides direct access to the project from N Washington Ave and the alley. As shown on Sheet L1, all structures and parking areas are within the boundaries of the property and do not encroach into the alley or Washington Ave.	

17.96.060.H.1 – Snow Storage	Conformance
<i>Snow storage areas shall not be less than 30 percent of the improved parking and pedestrian circulation areas.</i>	N/A
Finding: The project proposes heated pavers for all patio areas of the project per Sheet L1 of the project plans, therefore, no on-site snow storage is required.	

17.96.060.H.2 – Snow Storage	Conformance
<i>Snow storage areas shall be provided on site.</i>	N/A
Finding: As discussed above, no on-site snow storage is required as snowmelt is proposed.	

17.96.060.H.3 – Snow Storage	Conformance
<i>A designated snow storage area shall not have any dimension less than five feet and shall be a minimum of 25 square feet.</i>	N/A
Finding: As discussed above, no on-site snow storage is required as snowmelt is proposed.	

17.96.060.H.4 – Snow Storage	Conformance
<i>In lieu of providing snow storage areas, snowmelt and hauling of snow may be allowed.</i>	YES
Finding: The project proposes heated pavers for the patio areas of the project per Sheet L1 of the project plans, therefore, no on-site snow storage is required. Surface parking area in the rear is covered and therefore no snow storage for these areas is necessary.	

17.96.060.I.1 – Landscaping	Conformance
<i>Landscaping is required for all projects.</i>	YES
Finding: Sheet L1 of the project plans is the landscape plan for the project.	

17.96.060.I.2 – Landscaping	Conformance
<i>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.</i>	YES
Finding: The landscape plan includes trees and tall grasses to complement the public plaza and patio for the community housing unit. The landscape plan proposes a reconfiguration of existing planters to make the space more inviting to pedestrians with seat walls and shade. Proposed vegetation is found in many properties within the CC-2 district and will complement the neighborhood well.	

17.96.060.I.3 – Landscaping	Conformance
<i>All trees, shrubs, grasses and perennials shall be drought tolerant. Native species are recommended but not required.</i>	YES
Finding: The autumn blaze maple tree is often used as a street tree as it provides visual interest in the fall. Although not native to the region, the maple tree and tall grasses proposed are considered to have a high drought tolerance.	

17.96.060.I.4 – Landscaping	Conformance
<i>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.</i>	YES
Finding: The project proposes a public plaza on the front of the building fronting Washington Ave, a unique feature that provides separation between pedestrians gathering in the plaza	

from those moving freely on the sidewalk. The public plaza includes a tree and tall grasses to soften the hardscape.

17.96.060.J.1 – Public Amenities	Conformance
<i>Where sidewalks are required, pedestrian amenities shall be installed. Amenities may include, but are not limited to, benches and other seating, kiosks, bus shelters, trash receptacles, restrooms, fountains, art, etc. All public amenities shall receive approval from the Public Works Department prior to design review approval from the Commission.</i>	YES
Finding: The project includes a public plaza with seat walls, landscaping, and a bicycle rack for pedestrian use. None of the amenities proposed for the seating area are within the public right-of-way, therefore no approval by the Public Works Department is required.	

17.96.060.K.1 – Underground Encroachments	Conformance
<i>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.</i>	N/A
Finding: The project does not propose any below grade structures.	

17.96.060.K.2 – Underground Encroachments	Conformance
<i>No below grade structure shall be permitted to encroach into the riparian setback.</i>	N/A
Finding: The subject property is not adjacent to any bodies of water; therefore, no riparian setback exists for the property. Additionally, the project does not propose any below grade structures.	

FINDINGS REGARDING DESIGN REVIEW STANDARDS – COMMUNITY CORE

17.96.070.A.1 – Streets	Conformance
<i>Street trees, streetlights, street furnishings, and all other street improvements shall be installed or constructed as determined by the Public Works Department.</i>	YES Condition #XX
Finding: Per direction from the Public Works Department, all trees and furnishings are required to be within the boundaries of the subject property. All pedestrian amenities	

proposed within the pedestrian plaza are contained within the property boundaries of the subject property.

17.96.070.A.2 – Streets	Conformance
<i>Street trees with a minimum caliper size of three inches, shall be placed in tree grates.</i>	N/A
Finding: This standard only applies to street trees within the public right-of-way. No trees are proposed in the public right-of-way therefore this standard does not apply.	

17.96.070.A.3 – Streets	Conformance
<i>Due to site constraints, the requirements of this subsection A may be modified by the Public Works Department.</i>	N/A
Finding: No modifications to these requirements have been made. The Public Works Department has provided direction as to the location of improvements in the right-of-way.	

17.96.070.B.1 - Architectural	Conformance
<i>Facades facing a street or alley or located more than five feet from an interior side property line shall be designed with both solid surfaces and window openings to avoid the creation of blank walls and employ similar architectural elements, materials, and colors as the front facade.</i>	YES
Finding: The north and south façade, along the interior property lines, are not set back from the lot line. However, the north façade has some visibility due to the height of the adjacent structure as shown on Sheet A-001. As shown on Sheet A-203, the project proposes to wrap the stone element on the corner to the north façade in addition to extending the horizontal material banding along the full length of the façade.	

17.96.070.B.2 - Architectural	Conformance
<i>For nonresidential portions of buildings, front building facades and facades fronting a pedestrian walkway shall be designed with ground floor storefront windows and doors with clear transparent glass. Landscaping planters shall be incorporated into facades fronting pedestrian walkways.</i>	N/A
Finding: The project retains the original ground floor façade of the existing building which includes extensive floor-to-ceiling glass on the ground floor for most of the façade. The pedestrian plaza includes two separate landscape planters and seat walls that complement the façade.	

17.96.070.B.3 - Architectural	Conformance
<i>For nonresidential portions of buildings, front facades shall be designed to not obscure views into windows.</i>	N/A
Finding: As described above, most of the ground floor is non-tinted glass, providing a full view into the ground floor entrance and commercial space.	

17.96.070.B.4 - Architectural	Conformance
<i>Roofing forms and materials shall be compatible with the overall style and character of the structure. Reflective materials are prohibited.</i>	YES
Finding: The roof form and material is like that of the rest of the building. The roof form is flat, compatible with the horizontal elements of the building and reinforcing of the mountain modern character of the building. The roof soffit will be the same material as portions of the façade banding as shown on Sheets A201-A203. No reflective materials are proposed.	

17.96.070.B.5 - Architectural	Conformance
<i>All pitched roofs shall be designed to sufficiently hold all snow with snow clips, gutters, and downspouts.</i>	N/A
Finding: The project does not include pitched roofs.	

17.96.070.B.6 - Architectural	Conformance
<i>Roof overhangs shall not extend more than three feet over a public sidewalk. Roof overhangs that extend over the public sidewalk shall be approved by the Public Works Department.</i>	N/A
Finding: The project does not include any roof overhangs that extend over a sidewalk or into the public right-of-way.	

17.96.070.B.7 - Architectural	Conformance
<i>Front porches and stoops shall not be enclosed on the ground floor by permanent or temporary walls, windows, window screens, or plastic or fabric materials.</i>	YES
Finding: The project does not include front porches or stoops on the front façade of the building. A porch/stoop is proposed in the rear of the building at the entrance to the community housing unit, however, the space is not enclosed.	

17.96.070.C.1 – Service Areas and Mechanical/Electrical Equipment	Conformance
<i>Trash disposal areas and shipping and receiving areas shall be located within parking garages or to the rear of buildings. Trash disposal areas shall not be located within the public right-of-way and shall be screened from public views.</i>	YES
Finding: The trash disposal area for the project is located in the rear of the building, concealed within a screened area of the building, not within the public right-of-way or alley.	

17.96.070.C.2 – Service Areas and Mechanical/Electrical Equipment	Conformance
<i>Roof and ground mounted mechanical and electrical equipment shall be fully screened from public view. Screening shall be compatible with the overall building design.</i>	YES
Finding: As shown on Sheets A201-A203 of the project plans, there will be rooftop mechanical equipment screened by a 3-foot-high wood slatted screen like what is screening the outdoor decks and patio for the community housing unit.	

17.96.070.D.1 - Landscaping	Conformance
<i>When a healthy and mature tree is removed from a site, it shall be replaced with a new tree. Replacement trees may occur on or off site.</i>	YES
Finding: No trees exist on the property today. As shown on Sheet L1, one new tree is proposed for the outdoor patio at the front of the building facing Washington Ave.	

17.96.070.D.2 - Landscaping	Conformance
<i>Trees that are placed within a courtyard, plaza, or pedestrian walkway shall be placed within tree wells that are covered by tree grates.</i>	YES
Finding: Trees proposed in the landscape plan are not within pedestrian path areas, but on the outer bounds of the patio adjacent to N Washington Ave, in landscape planters, therefore tree grates are not required.	

17.96.070.D.3 - Landscaping	Conformance
<i>The City arborist shall approve all parking lot and replacement trees.</i>	N/A
Finding: No parking lot or replacement trees are required or proposed.	

17.96.070.E.1 – Surface Parking Lots	Conformance
<i>Surface parking lots shall be accessed from off the alley and shall be fully screened from the street.</i>	YES

Finding: One surface parking space is proposed for the project. The space is located in the alley and not visible from Washington Ave.

17.96.070.E.2 – Surface Parking Lots	Conformance
<i>Surface parking lots shall incorporate at least one tree and one additional tree per ten on site parking spaces. Trees shall be planted in landscaped planters, tree wells and/or diamond shaped planter boxes located between parking rows. Planter boxes shall be designed so as not to impair vision or site distance of the traveling public.</i>	N/A

Finding: The surface parking area is located under the second-floor overhang of the structure and is not an open-air surface parking lot. These standards are applicable to parking lots that contain 10 or more parking spaces in an open-air manner, therefore these standards do not apply to this project.

17.96.070.E.3 – Surface Parking Lots	Conformance
<i>Ground cover, low lying shrubs, and trees shall be planted within the planters and planter boxes. Tree grates or landscaping may be used in tree wells located within pedestrian walkways.</i>	N/A

Finding: As the parking for the project is not within an open-air surface parking area, these standards do not apply.

17.96.070.F.1 – Bicycle Parking	Conformance
<i>One bicycle rack, able to accommodate at least two bicycles, shall be provided for every four parking spaces as required by the proposed use. At a minimum, one bicycle rack shall be required per development.</i>	YES

Finding: As shown on Sheet L1, the project proposes one bike rack as required for the project. An additional bike rack is proposed off the alley adjacent to the entrance to the community housing unit.

17.96.070.F.2 – Bicycle Parking	Conformance
<i>When the calculation of the required number of bicycle racks called for in this section results in a fractional number, a fraction equal to or greater than one-half shall be adjusted to the next highest whole number.</i>	YES

Finding: As shown on Sheet L1, the project proposes one bike rack as required for the project.

17.96.070.F.3 – Bicycle Parking	Conformance
<p><i>Bicycle racks shall be clearly visible from the building entrance they serve and not mounted less than 50 feet from said entrance or as close as the nearest non-ADA parking space, whichever is closest. Bicycle racks shall be located to achieve unobstructed access from the public right-of-way and not in areas requiring access via stairways or other major obstacles.</i></p>	<p>YES</p>
<p>Finding: The project proposes one bicycle rack within 20 feet of the entrance to the building on Washington Ave and within 20 feet of the entrance to the ground floor community housing unit in the alley.</p>	



City of Ketchum
Planning & Building

BOHICA MULTI-USE – 131 N WASHINGTON AVE
COMPLIANCE WITH PRELIMINARY PLAT SUBDIVISION REQUIREMENTS

Preliminary Plat Requirements					
Compliant			City Code	City Standards	
Yes	No	N/A	City Code	City Standards	
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.C.1	The subdivider shall file with the administrator copies of the completed subdivision application form and preliminary plat data as required by this chapter.	
			<i>Findings</i>	The City of Ketchum Planning and Building Department received the subdivision application and all applicable application materials on February 14, 2022.	
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	16.04.030.I	Contents Of Preliminary Plat: The preliminary plat, together with all application forms, title insurance report, deeds, maps, and other documents reasonably required, shall constitute a complete subdivision application.	
			<i>Findings</i>	The subdivision application was deemed complete on March 30, 2022.	
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.I .1	The preliminary plat shall be drawn to a scale of not less than one inch equals one hundred feet (1" = 100') and shall show the following: The scale, north point and date.	
			<i>Findings</i>	This standard is met as shown on Sheet 1 of the preliminary plat.	
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.I .2	The name of the proposed subdivision, which shall not be the same or confused with the name of any other subdivision in Blaine County, Idaho.	
			<i>Findings</i>	As shown on Sheet 1 of the preliminary plat, the subdivision is named "Bohica Multi-Use Condominiums" which is not the same as any other subdivision in Blaine County, Idaho.	
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.I .3	The name and address of the owner of record, the subdivider, and the engineer, surveyor, or other person preparing the plat.	
			<i>Findings</i>	As shown on Sheets 1 and 2, the owner and subdivider is Bohica Idaho, LLC. The plat was prepared by Mark E. Phillips of Galena Engineering.	
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.I .4	Legal description of the area platted.	
			<i>Findings</i>	The legal description of the area platted is shown in the Certificate of Ownership on Sheet 3 of the preliminary plat.	
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.I .5	The names and the intersecting boundary lines of adjoining subdivisions and parcels of property.	
			<i>Findings</i>	Sheet 1 of the preliminary plat indicates the boundary lines of the adjoining Ketchum Townsite lots to the north, west, and south.	
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.I .6	A contour map of the subdivision with contour lines and a maximum interval of five feet (5') to show the configuration of the land based upon the United States geodetic survey data, or other data approved by the city engineer.	
			<i>Findings</i>	Sheet 1 of the preliminary plat shows the contour lines for the subject property.	

<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.I 7	The scaled location of existing buildings, water bodies and courses and location of the adjoining or immediately adjacent dedicated streets, roadways and easements, public and private.
			<i>Findings</i>	Sheet 1 of the preliminary plat shows the location of the existing building on the adjacent property to the north and south and all adjacent streets and easements.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.I .8	Boundary description and the area of the tract.
			<i>Findings</i>	Sheet 1 provides the boundary description of the area and includes square footage and acreage of the lot. Sheet 2 indicates the area of each unit as will be platted.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.I .9	Existing zoning of the tract.
			<i>Findings</i>	Plat note #13 on Sheet 1 of the preliminary plat lists the existing zoning of the subject property.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.I .10	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.
			<i>Findings</i>	Sheets 1 and 2 of the preliminary plat shows the locations and lot lines for the master lot and lot lines of condominium units. No new streets or blocks are being proposed with this application.
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.030.I .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.
			<i>Findings</i>	This standard is not applicable as there is no requirement or proposal for land dedicated for public or common use.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.I .12	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.
			<i>Findings</i>	Sheet 1 of the preliminary plat shows all existing and proposed water mains, sanitary sewer mains.
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.030.I .13	The direction of drainage, flow and approximate grade of all streets.
			<i>Findings</i>	This standard does not apply as no new streets are proposed.
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.030.I .14	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.
			<i>Findings</i>	This standard does not apply as no new drainage canals or structures are proposed.
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.030.I .15	All percolation tests and/or exploratory pit excavations required by state health authorities.
			<i>Findings</i>	This standard does not apply as no addition tests are required.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.I .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.
			<i>Findings</i>	The applicant provided a draft copy of the articles of incorporation, bylaws, and declarations with the application submittal.

<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.I .17	Vicinity map drawn to approximate scale showing the location of the proposed subdivision in reference to existing and/or proposed arterials and collector streets.
			<i>Findings</i>	Sheet 1 of the preliminary plat includes a vicinity map that satisfies this requirement.
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.030.I .18	The boundaries of the floodplain, floodway and avalanche zoning district shall also be clearly delineated and marked on the preliminary plat.
			<i>Findings</i>	The subject property is not within a floodplain, floodway, or avalanche zone district.
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.030.I .19	Building envelopes shall be shown on each lot, all or part of which is within a floodway, floodplain, or avalanche zone; or any lot that is adjacent to the Big Wood River, Trail Creek, or Warm Springs Creek; or any lot, a portion of which has a slope of twenty five percent (25%) or greater; or upon any lot which will be created adjacent to the intersection of two (2) or more streets.
			<i>Findings</i>	A building envelope is not required as the subject property is not within the floodway, floodplain, or avalanche zone. The subject property is not adjacent to the Big Wood River, Trail Creek or Warm Springs. The subject property does not contain slopes greater than 25% and is not adjacent to an intersection.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.I .20	Lot area of each lot.
			<i>Findings</i>	Sheets 1 and 2 of the preliminary plat shows the area of the overall lot and area of each individual unit.
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.030.I .21	Existing mature trees and established shrub masses.
			<i>Findings</i>	There are no existing trees or shrub masses on the property.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.I .22	A current title report shall be provided at the time that the preliminary plat is filed with the administrator, together with a copy of the owner's recorded deed to such property.
			<i>Findings</i>	The applicant provided a title commitment issued by Sun Valley Title dated January 14, 2022, and a warranty deed recorded at Instrument Number 690831 with the initial application.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.I .23	Three (3) copies of the preliminary plat shall be filed with the administrator.
			<i>Findings</i>	The City of Ketchum received hard and digital copies of the preliminary plat at the time of application.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.040.A	Required Improvements: The improvements set forth in this section shall be shown on the preliminary plat and installed prior to approval of the final plat. Construction design plans shall be submitted and approved by the city engineer. All such improvements shall be in accordance with the comprehensive plan and constructed in compliance with construction standard specifications adopted by the city. Existing natural features which enhance the attractiveness of the subdivision and community, such as mature trees, watercourses, rock outcroppings, established shrub masses and historic areas, shall be preserved through design of the subdivision.
			<i>Findings</i>	As shown on Sheet 1 of the preliminary plat, all proposed improvements to the public right-of-way are shown. The applicant also submitted a set of preliminary

				construction design plans for review by the City Engineer. Final review and approval of the right-of-way improvements will be conducted during building permit review. The subject property does not include any watercourses, rock outcroppings, shrub masses or historic areas.
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.040.B	Improvement Plans: Prior to approval of final plat by the commission, the subdivider shall file two (2) copies with the city engineer, and the city engineer shall approve construction plans for all improvements required in the proposed subdivision. Such plans shall be prepared by a civil engineer licensed in the state.
			<i>Findings</i>	This standard does not apply as this is a preliminary plat application, not a final plat application.
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.040.C	Prior to final plat approval, the subdivider shall have previously constructed all required improvements and secured a certificate of completion from the city engineer. However, in cases where the required improvements cannot be constructed due to weather conditions or other factors beyond the control of the subdivider, the city council may accept, in lieu of any or all of the required improvements, a performance bond filed with the city clerk to ensure actual construction of the required improvements as submitted and approved. Such performance bond shall be issued in an amount not less than one hundred fifty percent (150%) of the estimated costs of improvements as determined by the city engineer. In the event the improvements are not constructed within the time allowed by the city council (which shall be one year or less, depending upon the individual circumstances), the council may order the improvements installed at the expense of the subdivider and the surety. In the event the cost of installing the required improvements exceeds the amount of the bond, the subdivider shall be liable to the city for additional costs. The amount that the cost of installing the required improvements exceeds the amount of the performance bond shall automatically become a lien upon any and all property within the subdivision owned by the owner and/or subdivider.
			<i>Findings</i>	This standard does not apply as this is a preliminary plat application, not a final plat application.
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.040.D	As Built Drawing: Prior to acceptance by the city council of any improvements installed by the subdivider, two (2) sets of as built plans and specifications, certified by the subdivider's engineer, shall be filed with the city engineer. Within ten (10) days after completion of improvements and submission of as built drawings, the city engineer shall certify the completion of the improvements and the acceptance of the improvements, and shall submit a copy of such certification to the administrator and the subdivider. If a performance bond has been filed, the administrator shall forward a copy of the certification to the city clerk. Thereafter, the city clerk shall release the performance bond upon application by the subdivider.
			<i>Findings</i>	This standard does not apply as this is a preliminary plat application, not a final 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,

			<p>shape, and type of material as shown on the subdivision plat. The monuments shall be located as follows:</p> <ol style="list-style-type: none"> 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.
		<i>Findings</i>	<p>This standard does not apply as this is a preliminary plat application, not a final plat application.</p>
		16.04.040.F	<p>Lot Requirements:</p> <ol style="list-style-type: none"> 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: <ol style="list-style-type: none"> 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.
			<i>Findings</i>	This standard is not applicable as no new lots are being created.
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.040.G	<p>G. Block Requirements: The length, width and shape of blocks within a proposed subdivision shall conform to the following requirements:</p> <ol style="list-style-type: none"> 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.
			<i>Findings</i>	This standard is not applicable as no new lots are being created.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.040.H	<p>Street Improvement Requirements:</p> <ol style="list-style-type: none"> 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;

			<p>8. A cul-de-sac, court or similar type street shall be permitted only when necessary to the development of the subdivision, and provided, that no such street shall have a maximum length greater than four hundred feet (400') from entrance to center of turnaround, and all cul-de-sacs shall have a minimum turnaround radius of sixty feet (60') at the property line and not less than forty five feet (45') at the curb line;</p> <p>9. Streets shall be planned to intersect as nearly as possible at right angles, but in no event at less than seventy degrees (70°);</p> <p>10. Where any street deflects an angle of ten degrees (10°) or more, a connecting curve shall be required having a minimum centerline radius of three hundred feet (300') for arterial and collector streets, and one hundred twenty five feet (125') for minor streets;</p> <p>11. Streets with centerline offsets of less than one hundred twenty five feet (125') shall be prohibited;</p> <p>12. A tangent of at least one hundred feet (100') long shall be introduced between reverse curves on arterial and collector streets;</p> <p>13. Proposed streets which are a continuation of an existing street shall be given the same names as the existing street. All new street names shall not duplicate or be confused with the names of existing streets within Blaine County, Idaho. The subdivider shall obtain approval of all street names within the proposed subdivision from the commission before submitting same to council for preliminary plat approval;</p> <p>14. Street alignment design shall follow natural terrain contours to result in safe streets, usable lots, and minimum cuts and fills;</p> <p>15. Street patterns of residential areas shall be designed to create areas free of through traffic, but readily accessible to adjacent collector and arterial streets;</p> <p>16. Reserve planting strips controlling access to public streets shall be permitted under conditions specified and shown on the final plat, and all landscaping and irrigation systems shall be installed as required improvements by the subdivider;</p> <p>17. In general, the centerline of a street shall coincide with the centerline of the street right of way, and all crosswalk markings shall be installed by the subdivider as a required improvement;</p> <p>18. Street lighting may be required by the commission or council where appropriate and shall be installed by the subdivider as a requirement improvement;</p> <p>19. Private streets may be allowed upon recommendation by the commission and approval by the council. Private streets shall be constructed to meet the design standards specified in subsection H2 of this section;</p> <p>20. Street signs shall be installed by the subdivider as a required improvement of a type and design approved by the administrator and shall be consistent with the type and design of existing street signs elsewhere in the city;</p> <p>21. Whenever a proposed subdivision requires construction of a new bridge, or will create substantial additional traffic which will require construction of a new bridge or improvement of an existing bridge, such construction or improvement shall be a required improvement by the subdivider. Such construction or improvement shall be in accordance with adopted standard specifications;</p> <p>22. Sidewalks, curbs and gutters may be a required improvement installed by the subdivider; and</p>
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				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.
			<i>Findings</i>	No new streets are proposed, and N Washington Ave meets the city's street requirements. The existing sidewalk and drainage will be repaired or replaced as necessary during construction.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	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.
			<i>Findings</i>	The existing alley is paved, however, improvements are required to bring the alley into conformance with city standards. The project plans included with the Design Review application P22-001 indicate proposed improvements that will be reviewed and approved at the time of building permit application.
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.040.J	<p>Required Easements: Easements, as set forth in this subsection, shall be required for location of utilities and other public services, to provide adequate pedestrian circulation and access to public waterways and lands.</p> <ol style="list-style-type: none"> 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

				<p>approved in writing by the ditch company or property owner holding the water rights. A written copy of such approval shall be filed as part of required improvement construction plans.</p> <p>6. Nonvehicular transportation system easements including pedestrian walkways, bike paths, equestrian paths, and similar easements shall be dedicated by the subdivider to provide an adequate nonvehicular transportation system throughout the city.</p>
			<i>Findings</i>	This standard does not apply as no easements additional easements are required.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.040.K	<p>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.</p>
			<i>Findings</i>	The property is served by city sewer services. Sheet 1 of the preliminary plat shows the location of sewer service to the project.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.040.L	<p>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.</p>
			<i>Findings</i>	The property is served by city water services. Sheet 1 of the preliminary plat shows the location of water service to the project.
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.040.M	<p>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.</p>

			<i>Findings</i>	This standard does not apply as this application does not create a new subdivision. There are no incompatible uses adjacent to the proposed condominium subdivision.
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.040.N	<p>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:</p> <ol style="list-style-type: none"> 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: <ol style="list-style-type: none"> 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: <ol style="list-style-type: none"> 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

				<p>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.</p> <p>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.</p>
			<i>Findings</i>	<p>This standard does not apply as this application is a condominium subdivision of an existing lot. On-site grading for the new condominium building meets all grading requirements. Final grading plan will be reviewed and approved by the City Engineer prior to issuance of a building permit.</p>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.040.O	<p>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.</p>
			<i>Findings</i>	<p>The applicant submitted a site grading and drainage plan with the condominium subdivision application showing drainage for the subject property. No common drainage courses are utilized or disturbed. The grading and drainage plan meets all requirements, not impacting adjacent properties.</p>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.040.P	<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.</p>
			<i>Findings</i>	<p>As shown on Sheet 1 of the preliminary plat and Sheet C1.0 of the project plans, all utilities will be installed underground. A three-phase transformer is currently located on the property off the alley. No upgrade or change to this transformer is required for the project.</p>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.040.Q	<p>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.</p>

			<i>Findings</i>	The proposed condominium development does not create substantial additional traffic; therefore, no off-site improvements are required.
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FINDINGS REGARDING COMPLIANCE WITH CONDOMINIUM SUBDIVISION REQUIREMENTS

Condominium Plat Requirements				
Compliant			City Code	Standards
Yes	No	N/A		
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.070.B	The subdivider of the condominium project shall submit with the preliminary plat application a copy of the proposed bylaws and condominium declarations of the proposed condominium development. Said documents shall adequately provide for the control and maintenance of all common areas, recreational facilities and open space.
			<i>Findings</i>	The applicant provided a draft copy of the articles of incorporation, bylaws, and declarations with the application submittal.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.070.D	All garages shall be designated on the preliminary and final plats and on all deeds as part of the particular condominium units. No garage may be condominiumized or sold separate from a condominium unit.
			<i>Findings</i>	As shown on Sheet 2 of the preliminary plat, the garage units and carport are designated as limited common elements and specifically referenced to a unit number.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.070.E	Adequate storage areas shall be provided for boats, campers and trailers, as well as adequate interior storage space for personal property of the resident of each condominium unit.
			<i>Findings</i>	As shown on Sheet 2 of the preliminary plat, each residential unit is provided storage on the ground floor of the project and is adequate for the residential use.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.070.F	A maintenance building or room shall be provided of adequate size and location for the type and size of the condominium project for storage of maintenance equipment and supplies for common areas.
			<i>Findings</i>	Mechanical equipment rooms are designated on each floor. The ground floor includes a larger mechanical/maintenance area for the building.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.070.G	The subdivider shall dedicate to the common use of the homeowners adequate open space of such shape and area usable and convenient to the residents of the condominium subdivision. Location of building sites and common area shall maximize privacy and solar access.
			<i>Findings</i>	Each condominium unit includes limited common elements. These elements are outdoor patio spaces as indicated on the project plans.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.070.H	All other provisions of this chapter and all applicable ordinances, rules and regulations of the city and all other governmental entities having jurisdiction shall be complied with by condominium subdivisions.
			<i>Findings</i>	The project has been reviewed for compliance with all other section of the subdivision standards. The project is in compliance as discussed above.