



## Planning and Zoning Commission Meeting - Regular AGENDA

Tuesday, February 09, 2021 at 4:30 PM  
Ketchum City Hall  
480 East Avenue North, Ketchum, ID 83340

In recognition of the Coronavirus (COVID-19), members of the public may observe the meeting live on the City's website at [ketchumidaho.org/meetings](http://ketchumidaho.org/meetings).

If you would like to comment on the agenda item, please submit your comment to [participate@ketchumidaho.org](mailto:participate@ketchumidaho.org) by noon the day of the meeting. Comments will be provided to the Planning and Zoning Commission.

If you would like to phone in and provide comment on the agenda item, please dial the number below. You will be called upon for comment during that agenda item.

Dial-in:253-215-8782  
Meeting ID: 998 7018 2230

### **CALL TO ORDER**

### **COMMISSION REPORTS AND EX PARTE DISCUSSION DISCLOSURE**

### **CONSENT CALENDAR—ACTION ITEMS**

1. ACTION ITEM - Minutes of December 22, 2020
2. ACTION ITEM - Minutes of January 12, 2021
3. ACTION ITEM - Minutes of January 26, 2021

### **PUBLIC HEARINGS AND COMMUNICATIONS FROM STAFF – ACTION ITEMS**

4. ACTION ITEM: Recommendation to conduct a public hearing, consider, and take action on Design Review P-20-118, Lot Line Shift P21-009, and Condominium Subdivision Preliminary Plat P20-118 applications for the 4th & Main Street (Solstice Condominiums) Mixed-Use Building located at Hot Dog Hill—the West Half of Block 5 along Main Street between 4th & 5th Streets—within the Retail Core of the Community Core (CC-1). - The Design Review application is for the development of a new four-story, 48.5-foot tall, 2.21 FAR, 59,090-square-foot mixed-use building. The Lot Line Shift application will vacate the lot lines between lots 1, 2, 3, and 4 within block 5 of Ketchum's townsite to consolidate the lots into one amended development parcel for the future Solstice Condominiums. The Condominium Subdivision Preliminary Plat proposes to subdivide the mixed-use building into 4 retail units, 17 residential dwelling units, and common area.
5. ACTION ITEM: Recommendation to consider and take action on Pre-Application Design Review P21-007 for the Westcliff Townhomes project - a new multi-family development with four detached townhome units and associated site improvements located at the southwest corner of Rember Street and Bird Drive within the General Residential High Density (GR-H) Zoning District.

### **STAFF AND COMMISSION COMMUNICATIONS (Planning & Zoning Commission Deliberation, Public Comment may be taken)—ACTION ITEMS**

### **ADJOURNMENT**

*Any person needing special accommodations to participate in the meeting should contact the City Clerk's Office as soon as reasonably possible at 726-3841. All times indicated are estimated times, and items may be heard earlier or later than indicated on the agenda.*



**Planning and Zoning Commission - Special Meeting MINUTES**

Tuesday, December 22, 2020 at 4:30 PM  
Ketchum City Hall  
480 East Avenue North, Ketchum, ID 83340

**CALL TO ORDER**

The meeting was called to order at 4:30mm PM by Chairman Neil Morrow.

PRESENT via video feed:

Chairman Neil Morrow  
Vice-Chairman Mattie Mead  
Commissioner Tim Carter  
Commissioner Jennifer Cosgrove  
Commissioner Brenda Moczygemba

**COMMISSION REPORTS AND EX PARTE DISCUSSION DISCLOSURE**

There were no ex parte disclosures.

**CONSENT CALENDAR — ACTION ITEMS**

1. **ACTION ITEM - Minutes of October 27, 2020**
2. **ACTION ITEM - Minutes of December 10, 2020 Joint Special Meeting**

**Motion to approve the consent calendar.**

*Motion made by Vice-Chairman Mead, Seconded by Commissioner Carter.*

*Voting Yea: Chairman Morrow, Vice-Chairman Mead, Commissioner Carter, Commissioner Cosgrove, Commissioner Moczygemba*

**PUBLIC HEARINGS AND COMMUNICATIONS FROM STAFF – ACTION ITEMS**

3. **ACTION ITEM:** Recommendation to approve the following:

Master Record of Proceedings for the Ketchum Boutique Hotel (PEG Ketchum Hotel, LLC) applications for P19-062, P19-063, P19-064, P20-069, and P20-015

Findings of Fact, Conclusions of Law, and Recommendation to City Council Decision for the Ketchum Boutique Hotel (PEG Ketchum Hotel, LLC) Floodplain Development / Waterways Design Review

Findings of Fact, Conclusions of Law, and Recommendation to City Council Decision for the Ketchum Boutique Hotel (PEG Ketchum Hotel, LLC) Planned Unit Development Conditional Use Permit (PUD)

\_ Findings of Fact, Conclusions of Law, and Recommendation to City Council Decision for the Ketchum Boutique Hotel (PEG Ketchum Hotel, LLC) Lot Line Adjustment

An edited copy of the Master Record of Proceedings was provided to the Commission.

**Motion to approve the Findings of Fact and Conclusions of Law and recommend to City Council the Master Record of Proceedings as appeared in the Planning and Zoning Commission packet of December 22, 2020.**

*Motion made by Commissioner Carter, Seconded by Commissioner Cosgrove.*

*Voting Yea: Chairman Morrow, Vice-Chairman Mead, Commissioner Carter, Commissioner Cosgrove, Commissioner Moczygemba*

**Motion to approve the Findings of Fact and Conclusions of Law and recommend to City Council decision of the Ketchum Boutique Hotel item 19-062 Floodplain Remand, item 19-063 PUD/CUP Remand, and item 19-064 Lot Line Shift Remand.**

*Motion made by Commissioner Carter, Seconded by Commissioner Cosgrove.*

*Voting Yea: Chairman Morrow, Vice-Chairman Mead, Commissioner Carter, Commissioner Cosgrove, Commissioner Moczygemba*

4. ACTION ITEM - Recommendation to conduct public hearing and provide recommendations to the City Council on Interim Ordinance 1216 establishing interim standards for historic structures

Planning Director Suzanne Frick gave an outline of the procedure for the Interim Ordinance.

Bruce Meighan of Logan-Simpson presented the purposes of the Emergency Ordinance including a pause on demolition permits, assessment of the most valued buildings, the need for preservation, update the 2005 survey, and engage the Community. He delineated the timeline to work toward a permanent Ordinance.

Jennifer Gardner, code specialist with Logan-Simpson, spoke to the results of the Community Questionnaires #1 and #2. She spoke to the properties identified, the balance of growth and preservation, and the buildings important to the Community. She reviewed the top opinions of the second questionnaire as being: 1) a process for historic designation; 2) reinstating the Historic Preservation Commission; 3) a tiered criterion for protection; 4) a process for demolition or alteration of historic buildings; 5) documenting historic structures; 6) balancing growth with preservation; 7) preserving the character of historic buildings; and 8) educate the public as to why we should protect these structures.

Gardner made the following points:

- The Ordinance would only apply to the 26 properties names on the Historic Building list.
- The process for a demolition or alteration permit would require a Design Review with a public hearing. She noted that the Building Inspector could order an unsafe structure be removed.
- Reinstatement of the Historic Preservation Commission, define the composition of the Commission, and name the Commission as the review authority.
- Review criteria to include the significance of the building, the effect on the historic significance of the Community Core District, or the effect of the alteration to the structure and would it conflict with the Comprehensive Plan?
- The Ordinance would not prohibit normal repair and maintenance.
- Application review could be appealed.

Gardner recommended the development of permanent Historic Preservation Standards and Comprehensive Guidelines, a Historic Preservation handbook, and a program to educate residents and tourist of the importance of preservation.

Commissioner Cosgrove asked for a map of the identified properties with alternative development possibilities to show the impact if these buildings were replaced.

Chairman Morrow called for public comment:

Appearing by video feed:

- Rebecca Bundy, President of the AIA - Mountain Section and local resident, commented on the survey. She thought it was mis-leading and questioned why some remodeled buildings and buildings already on the Historical Register were on the list. She requested an architect be on the committee and recommended administrative approval for repair, maintenance, or replacement of designated buildings. She requested the criteria be very specific and not discretionary.
- Travis Kilmer, Vice-President of local AIA Board, commented on the lack of clarity of the criteria for building evaluation by the Historic Preservation Committee and recommended use of the national and state historic preservation tools.

Being no further comment, public comment was closed.

Chairman Neil Morrow called for Commission discussion:

Commissioner Moczygemba questioned the Interim Ordinance language as to the criteria for placement on the list. Referring to Section 3. A. 4. a-c., she questioned the long-term delay of demolition of structures and the alteration of buildings. She thought the criteria was too strict.

Commissioner Cosgrove thought it may expose the city to lawsuits and wondered about adaptive re-use to balance the needs of preservation and property owners.

Chair Morrow agreed and liked the buildings that are on the list. He wanted to see the transfer of development rights as an incentive for preservation.

City Attorney Gigray related the "taking analysis" code of Idaho. He related that the analysis by Staff had to be completed in 42 days. He suggested looking at the standards of other communities.

Commissioner Carter asked for confirmation that a building greater than 50 years old would go before the Historic Preservation Committee and cannot be issued a Demolition Permit without a Building Permit in place.

Director Frick confirmed the procedure and clarified the list protects only those properties listed and can be changed by the Historic Preservation Commission. This Interim Ordinance pertains to the 26 properties identified.

Vice-Chair Mead supported the Ordinance and thought credit should be given to staff on producing this in such a short time.

Commissioner Cosgrove thanked Attorney Gigray for his guidance on how to address the Ordinance.

Commissioner Moczygemba thought the Ordinance did not follow the comments from the public and the survey. She questioned why windows and siding were exempt from normal repair and maintenance. She thought it too restrictive and prohibitive.

Commissioner Cosgrove thought there should be a focus on the legal language as well as the design language in the new Ordinance.

Consultant Jennifer Levstik said the window replacement restriction was added because they are part of the Secretary of the Interior Federal Standards and considered to be a character defining feature. Changing windows would be subject to Design Review.

Commissioner Cosgrove asked how to prioritize energy efficiency vs preservation.

Commissioner Carter said replacing windows is not prohibited it just needs a design review.

Director Frick informed the Commission that the language would be reviewed. If it cannot be done Administratively, it would be brought to the Preservation Committee for review.

Jennifer Levstik added the Secretary of the Interior Standards encourage preservation and rehabilitation rather than restoration or reconstruction. Giving a property a new use and keeping it relevant.

Commissioner Carter thought this was an added burden to those property owners and thought the burden could be lower. He thought the language should be intentionally vague to allow the Committee latitude in decision making.

Commissioner Cosgrove wondered about the community reaction when the Riparian area restrictions were put into effect in 1989 and how it affected property values. Senior Planner Skelton said the records from that time show a Community discussion on the value of the river, but she would look into it further.

Director Frick said the Riparian and Hillside Development Ordinances are the 2 regulations curbing development.

Commissioner Carter asked about additions/subtractions from the list. He wanted to know how it can be adjusted. He thought the Committee should be able to make changes. Chair Morrow agreed.

Director Frick said it can be stated how the HPC can modify the list. Commissioner Carter asked if the buildings on the list must go through an additional Design Review process, should this be part of this Ordinance?

Commissioner Cosgrove asked to have someone on the Committee who was familiar with the process of Historic Preservation.

Levstik said the State Preservation Office would have a Grant Coordinator to help Ketchum's HPC with grant requests and provide training.

Commissioner Carter stressed the time constraint and urged the Commission to make the adjustments now.

Director Frick clarified that the PZ Commission could hi-light areas of concern and those recommendations would be brought to City Council.

Vice-Chair Mead thought it was important for the HPC to be able to make changes to the list. He thought the interim Ordinance should be more restrictive to start.

Commissioner Cosgrove wanted to see the criteria for the HPC members, the adaptive re-use of buildings, and a map of the listed properties. Vice-Chair Mead also wanted to see a map.

Director Frick asked Commissioner Cosgrove about Section 1E for the criteria for the make-up of the Commission.

Commissioner Cosgrove thought it would be beneficial to have an architect and a community advocate. She suggested professionals working in related fields be considered for the HPC.

Levstik suggested a commission could be made up of a design professional, an historian, an archaeologist, and community advocate.

Vice-Chair Mead agreed with having an historian on the commission but was opposed to having the PZ members serve. He thought they should be supplemented with other community members.

Director Frick summarized the commission's recommendations:

1. The HPC's ability to add/subtract structures from the list of significant structures.
2. Encourage adaptive re-use of buildings.
3. Map of sites.
4. HPC composed of 2-3 PZ Commission members and 2-3 members of the general public with experience and expertise in this field.
5. Language for repair to be more inclusive/proactive rather than restrictive.
6. Section 3.A.4 too restrictive.

Vice-Chair Mead did not think it was too restrictive.

Chair Morrow thought "including but not limited to" would be acceptable language.

Director Frick explained the current Demo Permit Notification process.

The Commission discussed the current Design Review/Building Permit/Demolition Permit process.

Vice-Chair Mead asked if the owner of the property can have input to the HPC and how a member can recuse themselves for conflict of interest.

Chair Morrow suggested the HPC be composed of 1 or 2 PZ Commission members and 3 additional members, perhaps 2 professionals and 1 community member, historian, or builder.

Commissioner Cosgrove agreed.

Director Frick related the thought was to have 2-3 PZ members for the interim HPC.

She then reviewed the recommendations:

1. Give the HPC the ability to add/subtract structures from the list of significant structures.
2. Encourage adaptive re-use of buildings.
3. A map showing the 26 selected sites.

4. The interim HPC to be composed of 2-3 PZ Commission members and 2-3 members of the general public with experience and expertise in this field. Thereafter there would be 1-2 PZ members and the balance would be members of the public.
5. Language for repair and maintenance to be more inclusive/proactive rather than restrictive.
6. Modify Sec 3.A.4 to include language “included and not but limited to” in reference to repairs.
7. Modify DEMO permit so it may be issued after submission of a complete Building Permit application.
8. Strike last sentence of Section 7 C “Normal maintenance will not include replacement of windows or siding”.

The Commission and Director Frick discussed the process and procedures involved in the adoption of the interim Ordinance and state code governing Interim Ordinances.

**Motion to recommend Interim Ordinance 1216 to City Council with changes as noted for establishing interim standards for historic structures.**

*Motion made by Vice-Chairman Mead, Seconded by Commissioner Carter.*

*Voting Yea: Chairman Morrow, Vice-Chairman Mead, Commissioner Carter, Commissioner Cosgrove, Commissioner Moczygemba*

**ADJOURNMENT**

**Motion to adjourn at 7:15 PM**

*Motion made by Vice-Chairman Mead, Seconded by Commissioner Cosgrove.*

*Voting Yea: Chairman Morrow, Vice-Chairman Mead, Commissioner Carter, Commissioner Cosgrove, Commissioner Moczygemba*

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Neil Morrow, Chairperson  
Planning and Zoning Commission





## Planning and Zoning Commission Meeting - Regular MINUTES

Tuesday, January 12, 2021 at 4:30 PM  
Ketchum City Hall  
480 East Avenue North, Ketchum, ID 83340

### **CALL TO ORDER**

The meeting was called to order at 4:30 PM by Chairman Neil Morrow.

PRESENT via video feed:

Chairman Neil Morrow

Vice-Chairman Mattie Mead

Commissioner Tim Carter

Commissioner Jennifer Cosgrove

Commissioner Brenda Moczygemba

### **COMMISSION REPORTS AND EX PARTE DISCUSSION DISCLOSURE**

There were no disclosures from the Commission.

### **CONSENT CALENDAR—ACTION ITEMS**

1. ACTION ITEM - Minutes of December 15, 2020

**Motion to approve the Minutes of December 15, 2020.**

*Motion made by Commissioner Moczygemba, Seconded by Commissioner Carter.*

*Voting Yea: Chairman Morrow, Vice-Chairman Mead, Commissioner Carter, Commissioner Cosgrove, Commissioner Moczygemba*

2. ACTION ITEM - Findings of Fact and Conclusions of Law for the Decked Building Design Review

**Motion to approve the Findings of Fact and Conclusions of Law for the Decked Building Design Review.**

*Motion made by Commissioner Moczygemba, Seconded by Commissioner Carter.*

*Voting Yea: Chairman Morrow, Vice-Chairman Mead, Commissioner Carter, Commissioner Cosgrove, Commissioner Moczygemba*

### **PUBLIC HEARINGS AND COMMUNICATIONS FROM STAFF – ACTION ITEMS**

3. ACTION ITEM: Recommendation to consider and provide a recommendation to the City Council on an amendment to Development Agreement Amendment #20427 (P20-122) for the 1st Avenue and 4th Street mixed use project. The applicant is Jack Bariteau.

Director Suzanne Frick introduced the matter. The Commission is asked to consider the dates for the Design Review as specified in the Development Agreement. The Design Review approved on June 19, 2019 expired on June 20, 2020. The Development Agreement stated the complete Building Permit Application was to be received by June 10, 2020 and the Building Permit issued by August 10, 2020. The applicant is requesting: 1) An extension of the Design Review; 2) An extension of the Development Agreement; and 3) A modification of the force majeure. Staff recommends approval of the extension of the Design Review and Development Agreement dates

with the addition of a deadline date for issuance of a Building Permit. Staff did not support the addition of the pandemic to the force majeure clause. The proposed amendments are a result of the pandemic.

Commissioner Cosgrove asked how these changes would affect the Hotel Agreement as to employee housing.

Director Frick noted the Development Agreement states the housing could be for Hotel employees or if the Hotel does not go forward, the housing would be deed-restricted Community Housing.

Vice-Chair Mead asked if the applicant would be required to show proof of funding prior to issuance of a Building Permit.

Director Frick indicated the applicant will need to present proof of financing to the City Council prior to issuance of a building permit and present to City Council evidence of a construction loan within 60 days of the issuance of the building permit.

Applicant Jack Bariteau and Attorney Ed Lawson appeared by video conference. Applicant Bariteau indicated there are 15 separate units, with Baldy views. This project stands alone and is not dependent upon the completion of the Hotel. There is 8000 sq ft of retail space and 8 market-rate, for-sale units. The project was held up by a city ordinance prohibiting dead-end alleys which resulted in a change to the Municipal Code. He related that the architects' offices were closed for 2 months due to the pandemic. They were not aware of the need to extend the Design Review until December 2, 2020. He was asking for an extension to begin construction in April. He estimated the Demolition to be completed by the end of February. He was currently waiting for review of the Building Permit application by City Planning and DBS. He was asking for the extension since the review for the Building Permit was out of his control.

Chair Morrow questioned the attorney's letter which indicated the project was tied to the Hotel but Bariteau confirmed there is no connection.

Bariteau replied the project stands alone. They are abiding by the Development Agreement regardless of the outcome of the Hotel. He cited the lack of control of the timing of the review process.

Commissioner Carter asked how soon he could get a loan commitment from the lender and provide proof to the City. Bariteau indicated the proof of funding will be available.

Commissioner Cosgrove suggested a new timeline could be started with the new dates. Bariteau replied they are only asking for a change of the date.

Chair Morrow asked for a commitment date for ground-breaking and completion, independent of other outside factors.

Attorney Ed Lawson explained the project stands alone and is not dependent on the completion of the Hotel. He asked for a date connected to the approval of the building permit, since the approval was out of their hands.

Commissioner Moczygemba asked about the review process.

Planner Rivin explained the process and the co-ordination of the approvals with all departments.

Director Frick stated the City would be able to issue the permit shortly, but there are 3 requirements not yet met. The applicant needed to submit a Site Restoration Plan, a letter of loan commitment to be approved by City Council and a Letter of Credit for off-site improvements prior to the issuance of the Building Permit.

Bariteau answered the documents are ready to be submitted as soon as tomorrow.

Director Frick indicated the approvals are dependent on the extension of the dates. If the extension to the Development Agreement is approved, then the departments can grant their approvals. However, evidence of financing is needed to proceed to City Council.

Bariteau indicated if the Development Agreement Amendment is granted, he can then obtain the Letter of Credit from the lender. Bariteau asked if a separate exceedance agreement was required. Director Frick indicated it was covered by the Development Agreement.

Chair Morrow asked about the timeline to bring this before the City Council and if all documents can be available by then.

Director Frick indicated this matter could be brought to City Council January 19, 2021.

Chair Morrow opened the floor to Public Comment.

Perry Boyle, Ketchum resident, asked how many units are available and about parking. He thought this was a better community housing project than Bluebird Village. Bariteau replied there are 7 market rate condos and 15 Community Housing apartments with parking provided for 31 cars.

Dave Wilson, neighbor, wanted to make sure the alley is completed before next winter's snowfall to ensure access to his property will not be compromised. Bariteau stated he would be responsible to maintain the alley until the project is completed.

Being no further comments, Public Comment was closed.

Vice-Chair Mead supported the project and would like to see it built but was concerned over the conflicting relationship between this project and the Hotel.

Commissioner Cosgrove agreed with the design and community benefit but thought the Commission should be stricter with the applicants to protect the community.

Commissioner Carter felt this project was connected to the Hotel by the leasing of units for Hotel employees. If there is no hotel, and this project stands alone, then the housing units would become community housing. He felt the delay in signing the Development Agreement shortened the time for review. The late submittal of the Building Permit application resulted in the request for an extension of time. He was willing to grant the extension.

Commissioner Moczygemba recommended starting the time-line upon approval of this amendment to the Development Agreement.

Vice-Chair Mead agreed with Commissioner Moczygemba. He felt if the agreement was not extended, the project may not go forward. He did not want to see the property stay as it currently stands and thought the re-development of the site was an improvement.

Commissioner Cosgrove agreed with the prior comments but had trouble with the procedure of issuing a Demo permit before a Building Permit was approved. She was concerned with the history of this developer and felt a personal responsibility to make good decisions.

Vice-Chair Mead was concerned with the ability of the developer to obtain funding. He urged caution in being overly accommodating to developers and how the right to build is awarded.

Chair Morrow felt the same concerns and did not want to see the developer continue to ask for additional time. He wanted to see firm start and completion dates as a condition of approval to hold the developer accountable.

Vice-Chair Mead agreed with making firm start/completion dates a condition of approval. He did not feel comfortable extending the agreement.

Commissioner Cosgrove agreed and felt a new Development Agreement was in order.

Commissioner Moczygemba questioned the advantage of a new Development Agreement.

Commissioner Cosgrove felt, due to the changes in the proposed use of the building and the variances originally requested by the developer, she was uncertain as to its future and so opposed the granting of the extensions.

Commissioner Carter noted that the original project was approved but the hole-in-the-ground is an unfortunate influence. He pointed out that the developer has had other successful projects in town. He felt safeguards were in place to protect the City and it was reasonable to grant the extension request.

Chairman Morrow thought the safeguards were in place to ensure the project would come to completion. He wanted the safeguards to be emphasized to the City Council.

Commissioner Cosgrove thought it should come back for an independent Design Review.

Commissioner Moczygemba agreed with Commissioner Carter that the timeline should be tied to the City Council approval and not the issuance of the Building Permit. She felt proof of funding should be presented prior to actual demolition.

Chairman Morrow agreed with Commissioner Carter on the inclusion of the conditions.

Vice-Chair Mead agreed with the points made by Commissioner Moczygemba, but he was not comfortable with approving the Amendment to the Development Agreement.

Commissioner Carter respected Commissioner Mead's position but wanted to see the project proceed with a united Commission.

Chair Morrow did not give much weight to the "force majeure" argument but would recommend the extension to City Council.

Director Frick explained the Commission's voting record and concerns would be in the Staff Report to the City Council for their decision.

**Motion to recommend the Amendment to the Development Agreement #20427 to City Council with Commissioner Moczygemba's recommendation to start the timeline at the approval by City Council and proof of funding to be presented prior to demolition.**

*Motion made by Commissioner Carter, Seconded by Commissioner Moczygemba.*

*Voting Yea: Chairman Morrow, Commissioner Carter, Commissioner Moczygemba*

*Voting Nay: Vice-Chairman Mead, Commissioner Cosgrove*

## **STAFF AND COMMISSION COMMUNICATIONS (Planning & Zoning Commission Deliberation, Public Comment may be taken)—ACTION ITEMS**

The January 26<sup>th</sup> meeting will be on the review of the Warm Springs Ranch Development Agreement and Subdivision Application. The Building Code Amendments will be before City Council on January 19<sup>th</sup> for a first hearing. The Floodplain Amendments will also be before Council for the third reading. On Friday, January 15 will be the third reading of the Historic Preservation Ordinance.

Commissioner Cosgrove asked for an update of the City Council's decision at the 2<sup>nd</sup> reading of the Historic Preservation Ordinance.

Director Frick related the Council discussed the list of structures at the second reading but decided to change the list from 26 properties to seven properties. The third reading is Friday at which time changes can still be made.

Commissioner Cosgrove asked about Community response to the changes to the list.

Director Frick explained staff recommended adoption of the list of 26 but the Council was concerned if the right properties were being identified. Staff recommended the Historic Preservation Commission would review the list in greater detail and add or subtract buildings. The Council narrowed the list to seven. It will be up to the Historic Preservation Commission to add to or subtract from the list.

Commissioner Carter asked about the make-up of the HPC.

Director Frick indicated it would possibly be 2-3 PZ members and 2-3 Community members. The make-up will change as the Commission gains more experience.

Commissioner Mead indicated he was appalled by the reduction to the list. He considered some of the properties removed to be "essential Ketchum". He expressed disappointment in the decision of the Council.

## **ADJOURNMENT**

**Motion to adjourn at 6:45 PM**

*Motion made by Chairman Morrow, Seconded by Commissioner Moczygemba.*

*Voting Yea: Chairman Morrow, Vice-Chairman Mead, Commissioner Carter, Commissioner Cosgrove, Commissioner Moczygemba*



## Planning and Zoning Commission Special Meeting MINUTES

Tuesday, January 26, 2021 at 4:30 PM  
Ketchum City Hall  
480 East Avenue North, Ketchum, ID 83340

### **CALL TO ORDER**

The meeting was called to order at 4:30 PM by chairman Neil Morrow.

### **COMMISSION REPORTS AND EX PARTE DISCUSSION DISCLOSURE**

Commissioner Moczygemba disclosed that she lives within 300 feet of the project. After conferring with the City Attorney, she was advised proximity alone was not a conflict of interest.

Commissioner Carter disclosed that he lives outside the 300 ft project radius but did not feel it was a conflict. He also revealed he spoke to John Gaeddart regarding the Wood River Land Trust and he spoke to Director Frick about some legal questions.

Commissioner Cosgrove disclosed that she lives in Warm Springs but did not feel it would be a conflict.

Chairman Morrow disclosed that he has had discussions with the owner about the future of the site.

### **PUBLIC HEARINGS AND COMMUNICATIONS FROM STAFF – ACTION ITEMS**

1. Presentation, public comment and Planning and Zoning Commission comments on the Warm Springs Ranch proposed Development Agreement (P21-003), proposed Preliminary Plat for Block 1 Subdivision (P21-001), proposed Floodplain Overlay Permit (P21-002) and proposed Preliminary Large Block Plat (P21-010). The project is located at 1803 Warm Springs Road and the applicant is Robert Brennan.

Director Frick introduced the project stating some of the existing entitlements associated with this property are a Planned Unit Development, a Development Agreement, Design Review, and others that were granted in August 2009. These entitlements include 728,446 sq ft of development for hotel, condominiums, private residences, and work-force housing. This covered eight blocks in the Tourist Zone and the Recreation Use Zone. This agreement would rescind all the prior entitlements but retain the Tourist and Recreation Use Zones for Blocks 2-8. Block 1 is currently Tourist but would be changed to GR-L Zoning. This proposal is for a Development Agreement to re-zone Block 1 but retain the zoning on Blocks 2-8. Also retaining a Subdivision Map for a 36-unit single-family residence development, a Floodplain Permit, and the Development Agreement. The proposed Development Agreement would not allow development on Blocks 2-8 unless there is a future Subdivision Application and a Planned Unit Development application for those blocks. She noted that the City and the owner are working on an option to purchase Blocks 2-8 and that Purchase Agreement should be part of the packet for the next meeting. If the purchase should not occur, the owner would retain the current zoning. Any proposed development would come before the Planning and Zoning Commission.

Applicant Bob Brennan gave a history of his prior development experiences in Ketchum and how he came to purchase this property. His goal was to develop the 14-acre portion of the property but to preserve the majority of the property to be owned by the City.

Kurt Eggers of the development team presented the project. An aerial photo of the property was shown indicating the portion to be developed and the portion left undeveloped as well as the path of Warm Springs Creek. He described the existing development in the surrounding area. He explained the re-routing of Bald Mountain Road, and the location and materials for a new retaining wall, the location of a new bus stop and shelter, and the riparian restoration. He outlined the history of the area as the site of the former Helios Development project named Warm Springs Ranch Resort consisting of a hotel and residential development. The proposed height in Block 1 was 93 feet. The current proposal would be a maximum height of 35 feet. He showed renderings of the size and mass of the prior proposed hotel and the road layout. He then explained the current proposal for the roadways considering road width and turning radius. He outlined the 4 phases of construction, including the opening and closing of roadways, the construction of the new Bald Mountain Road, construction of the new Mountain Creek Rd, and the new Townhouse Ln.

Eggers went over the submittal including the Large Block Plat, Preliminary Plat, Existing Conditions Map and Roadways Plan, Grading and Drainage, Water Plan, etc.

Commissioner Moczygemba asked about the percentage of grade of the new roads. Eggers indicated the grade was between 2% and 10% for a short section. Bald Mountain Road has a section of 7.5%. The Commissioner asked about the fill and grading. Eggers replied the diversion canal from the old restaurant would be filled in and the road grade would be evened out.

Commissioner Cosgrove asked if an HOA would be responsible for the enforcement of the riparian regulations. Eggers replied the channel upstream from the property is very narrow and mostly rip-rapped. At the point of this property, the stream bed opens up with pools and drops. It is the intention of this project to maintain the natural course of the river. Any future work would be overseen by the HOA and done in a comprehensive manner. Eggers indicated that by bringing the riparian area up to a healthy state now, individuals will be less likely to make unique changes to the riparian zone.

Vice-Chair Mead asked about the road layout and if there was a parking plan. Eggers indicated a parking area just across the bridge. Bob Brennan added that the parking area would be for 12-20 parking spaces. The bike path would enable pedestrian and bicycle access to the park. He wanted to limit the amount of parking at the park to help alleviate over-crowding. He considered this a "magical" piece of property to be kept as more than just a preserve and a dog park. He wanted everyone to be able to enjoy the property and not be over-run with cars. Vice-Chair Mead asked about the open area at the West end of the property. Eggers indicated it was privately owned and not part of the Warm Springs Ranch property. Vice-Chair Mead commented on the retaining wall materials and expressed preference for the Gabion wall materials.

Commissioner Cosgrove agreed on the choice of retaining wall materials.

Commissioner Moczygemba asked about the height of the wall. Eggers replied it was between 6 and 15 feet.

Commissioner Carter appreciated the plan to preserve public access to the property. He questioned the plans for the riparian restoration. Eggers indicated there would be minimal work to the streambank at this time. Hazardous trees had already been removed and any other restoration work was anticipated to be above the high water mark.

Commissioner Carter also asked about the private vs public roads. Eggers related that currently Geezer and Townhouse Lanes are private roads. This is typical of many subdivisions. All the roads, public and private, will be open to the public by car, bike or walking. Director Frick explained the difference between public vs private roads. She indicated they are virtually the same in standards of construction, placement, width, etc. The current roads are now on private property. Staff recommends Bald Mountain Road be a public right of way in order to service city snowplows. There was no objection to the other roads being private provided there is still public access. The HOA would be responsible for plowing and maintenance of the private roads.

Commissioner Carter asked if the prior Development Agreement expired on December 19, 2020, why did it need to be rescinded? Director Frick stated that it was not just the Development Agreement but the entire package including a PUD, Design Review, etc. By rescinding the entire package, there is no confusion as to what is in effect and what is not.

Commissioner Moczygemba asked what the zoning had been on Blocks 2-8 prior to the previous Development Application and had it ever been subdivided. Director Frick indicated the zoning prior to 2009 would be provided to the Commission.

Commissioner Cosgrove thought the proposed Development Agreement Phase 2 to be ambiguous as to the future of Blocks 2-8 and possible development. Eggers replied the goal was to transfer the open space to the City. If not, then a new application would come before the Commission. Ed Lawson, attorney for the applicant, expressed the intention of the applicant was for the City to own the property but if that is not possible, then a new application for a Planned Unit Development would be submitted. There were no specific plans for that currently. Commissioner Cosgrove wanted assurance that it would remain as open space. Lawson related the applicant and the City are engaged in an option agreement to purchase the property. Applicant Bob Brennan felt sure the negotiations with the City would be successful and if not there would still be a dog pack and open space, just not a total preserve.

Director Frick told the Commission the previous zoning of Tourist is proposed to be GR-L. Blocks 2-8 under the former County Zoning was GR-L. The area could have been developed as residential.

Chairman Morrow opened the floor for Public Comment.

Tara Martin, Warm Springs resident, asked about the trail along the property. Eggers responded that the trail is not on the property but on Forest Service property.

Scott Boettger, Executive Director of the Wood River Land Trust, wanted to see Blocks 2-8 rezoned to Recreational Use.

Bill Robertson, Bald Mountain Rd resident, asked about the width of the roads and enforcement of *No Parking* areas. He also asked about the clean-up of the riparian zone. Frick replied parking would be enforced by the Community Service Officers.

Perry Boyle, Ketchum resident, asked why Blocks 2-8 had not already been purchased by the City. He thought the Land Trust was a good fall back. He liked the Gambion wall treatment. He asked if Community Housing was a part of this development. Brennan replied he spoke to the Land Trust about purchasing the open space, but they did not share the same vision. He invited the Land Trust to partner with the City in the purchase of Blocks 2-8.



Commissioner Cosgrove asked if there was a requirement for workforce housing on this project. Director Frick replied the 36 single-family homes did not meet the requirement for Community Housing.

Ryan Roth asked about the speed limit of 25 mph as being too fast for a narrow road with bikes children present. Director Frick related that 25 mph was the standard but could be lowered with a supporting Traffic Study.

Being no further comments, Public Comment was closed.

Commissioner Cosgrove asked if the 36 lots were to be sold individually or as a total development. Bob Brennan replied he had not yet decided since he has been approached to sell all the lots to a developer and been asked by individuals about purchasing single lots. Cosgrove believed a single development of homes all looking alike would not be acceptable to the community. Brennan was of the same opinion so was inclined to sell lots individually. He wants to limit house size to under 6,000 square feet for the larger lots and under 3,000 square feet on the smaller lots.

Commissioner Carter expressed concern over the uncertainty of the future of Blocks 2-8. He felt there was a connection between the option to purchase and the Development Agreement and should be considered together. Brennan replied they will try to have a resolution before the next meeting.

Vice-Chair Mead agreed with Commissioner Carter. He wanted to know if the City was interested in the purchase. Frick replied the discussions have been positive and an agreement or a draft of an agreement should be available by the next meeting. Mead appreciated the thoughtful comments of former Chair of the PZ Commission Jeff Lamoureaux regarding maintaining access for pedestrians and traffic. He urged consideration of traffic circulation. Mead questioned the short access area to Warm Springs Road and the possibility it could be a point of congestion.

Brennan assured the Commission there would be an agreement with the City for purchase of Blocks 2-8 prior to the next meeting.

Commissioner Cosgrave pointed out the need for a transportation plan, the importance of the open space and the preservation of the riparian areas.

Brennan replied he was aware of the sensitivity of the property.

Commissioner Moczygemba agreed with the other commissioners. She expressed concern over the width of the streets, the slope of Townhouse Ln, and the future of Blocks 2-8.

Chairman Morrow thanked the applicant for his vision and the Commission for their thoughtful questions. He expressed confidence that the City would purchase Blocks 2-8. He emphasized that any development in Blocks 2-8 would have to come before the Commission for approval.

**ADJOURNMENT**

The meeting was adjourned at 6:50 PM.

**Motion to adjourn.**

*Motion made by Commissioner Carter, Seconded by Commissioner Moczygemba.*

*Voting Yea: Chairman Morrow, Vice-Chairman Mead, Commissioner Carter, Commissioner Cosgrove, Commissioner Moczygemba*

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Neil Morrow  
Planning and Zoning Commission Chairman



**City of Ketchum  
Planning & Building**

**STAFF REPORT  
KETCHUM PLANNING AND ZONING COMMISSION  
REGULAR MEETING OF FEBRUARY 9<sup>th</sup>, 2021**

- PROJECT:** 4<sup>th</sup> & Main St (Solstice Condominiums) Mixed-Use Building
- FILE NUMBERS:** P20-118, P21-009, & P20-117
- APPLICATION TYPE:** Design Review, Lot Line Shift, and Condominium Subdivision Preliminary Plat
- ARCHITECT:** Peter Paulos, PH Architects
- ENGINEER:** Galena Engineering
- DEVELOPER:** Chris Ensign, Solstice Homes Development
- PROPERTY OWNER:** 400 North Main LLC & Formula Investment LLC
- REQUEST:** The applicant has requested Design Review approval for the development of a new four-story, 48.5-foot tall, 2.21 FAR, 59,090-square-foot mixed-use building. The Lot Line Shift application will vacate the lot lines between lots 1, 2, 3, and 4 within block 5 of Ketchum’s townsite to consolidate the lots into one amended development parcel for the future Solstice Condominiums. The Condominium Subdivision Preliminary Plat proposes to subdivide the mixed-use building into 4 retail units, 17 residential dwelling units, and common area.
- LOCATION:** Hot Dog Hill—West Half of Block 5 adjacent to Main Street between 4<sup>th</sup> & 5<sup>th</sup> Streets (Ketchum Townsite: Block 5: Lots 1, 2, 3, & 4)
- ZONING:** Retail Core of the Community Core (CC-1)
- NOTICE:** The public hearing notice was published in the Idaho Mountain Express on January 20<sup>th</sup>, 2021. A public hearing notice was mailed to adjacent properties within 300 feet of the project site and all political subdivisions on January 20<sup>th</sup>, 2021. A public hearing notice was posted on the project site and the City’s website on February 2<sup>nd</sup>, 2021. Public comment is attached as Exhibit F to the Staff Report.
- REVIEWER:** Abby Rivin, Associate Planner

## BACKGROUND

The 4<sup>th</sup> & Main Street (Solstice Condominiums) project proposes to develop a new four-story, 48.5-foot tall, 2.21 FAR, 59,090-square-foot mixed-use building on four lots along Main Street between 4<sup>th</sup> and 5<sup>th</sup> streets within the Retail Core Subdistrict of the Community Core (CC-1). The mixed-use building includes four retail units fronting Main Street, an underground parking garage with 17 total parking spaces and a bike storage area, five community housing units with private entrances accessed from the alleyway, and 12 two- and three-bedroom condominium units with associated private balconies and rooftop terraces. Design Review (Application No. P20-118) is required for developing mixed-use buildings (Ketchum Municipal Code §17.96.010.A4). The Lot Line Shift (Application No. P21-009) will vacate the lot lines between lots 1, 2, 3, and 4 within block 5 of Ketchum's townsite to consolidate the lots into one amended development parcel for the future Solstice Condominiums. The Condominium Subdivision Preliminary Plat (Application No. P20-117) proposes to subdivide the mixed-use building into 4 retail units, 17 residential dwelling units, and common area.

## PROJECT LOCATION

### Local Context: Ketchum's Vibrant Downtown

Ketchum has grown incrementally through time with an eclectic mix of diverse building types. Blocks in downtown are historically platted into 55-foot wide lot increments. These platted façade increments along a block create an urban pattern with an authentic rhythm.

Main Street's built environment combines repurposed historic buildings, like the Lane Mercantile built in 1887, with more modern development, like the Argyros Theater, to form a textured urban fabric with western mountain charm. The variation of building types and façade identities create unique urban spatial experiences that visually engage pedestrians and activate the streetscape.

### Development Site: Hot Dog Hill

The new mixed-use building will be located on four lots along Main Street between 4<sup>th</sup> and 5<sup>th</sup> streets within the Retail Core of downtown Ketchum. The 21,989-square-foot site has topographical challenges including multiple slopes. The grade falls approximately 6 ft (~6%) from the alley to the front property line and slopes downhill approximately 5 ft (~2%) from 4<sup>th</sup> Street north to 5<sup>th</sup> Street. An existing retaining wall divides the block separating the natural topography of lots 1 and 2 from development on lots 3 and 4. The developer will demolish the historic A-frame that was Ketchum's first post office and was most recently occupied by Formula Sports. While undeveloped, the southern half of the site is the summer home of Irving's Red Hots, an iconic hot dog stand.

## DESIGN REVIEW MAINTAINS KETCHUM'S AUTHENTICITY & MOUNTAIN-TOWN CHARACTER

Design Review helps our community achieve a more sustainable, vibrant, connected, and beautiful Ketchum. The purpose of Design Review is to: (a) maintain and enhance the appearance, character, beauty, and function of the City, (b) to ensure that new development is complementary to the design of existing neighborhoods, and (c) to protect and enhance the Ketchum's economic base (Ketchum Municipal Code §17.96.020). In the Community Core, Ketchum Municipal Code (KMC) §17.96.070 adds the purpose of Design Review is to ensure the addition of high-quality architecture for new development while maintaining the unique character of existing building stock found downtown.

Before granting Design Review approval, the Planning & Zoning Commission must determine that applications meet 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). The standards for Design Review approval for Community Core projects are identified in KMC §17.96.060 and §17.96.070 and include such standards as:

- §17.96.060.E1: The project's materials, colors and signing shall be complementary with the townscape, surrounding neighborhoods and adjoining structures.
- §17.96.060.F1: Building(s) shall provide unobstructed pedestrian access to the nearest sidewalk and the entryway shall be clearly defined.
- §17.96.060.F2: The building character shall be clearly defined by use of architectural features.
- §17.96.060.F3: There shall be continuity of materials, colors and signing within the project.

Projects not only must be well designed and compatible with Ketchum's built environment but must also mitigate negative external impacts. Design Review safeguards the well-being of our mountain community.

### **Design Review Objectives (Ketchum Municipal Code §17.96.020)**

The 4<sup>th</sup> & Main Street (Solstice Condominiums) project does not meet Design Review objectives or the community's vision for downtown.

#### Enhance Ketchum's Appearance, Character, Beauty, and Function

The project does not conform to KMC §17.96.050 A.2 because the project does not meet the standards and criteria set forth in the Community Core District standards. This project will diminish Ketchum's vibrant, small-town character. The proposed mixed-use building undermines the community's vision to maintain downtown as Ketchum's vibrant commercial area where local businesses thrive and the community gathers together.

The Community Core Zone's purpose (KMC §17.18.130) is to:

- maintain town's compact and cohesive center of commerce and culture,
- create an attractive and safe pedestrian environment, which includes sidewalks, gathering spaces, streetscape amenities, and landscaping,
- retain Ketchum's unique small-town scale and character, and
- encourage buildings that respect local and historical context while offering design diversity.

#### Ensure New Development is Complementary to the Design of Existing Neighborhoods

This project ignores local context. Over-scaled, the four-story mixed-use building is considerably larger than neighboring buildings. The renderings (Sheets A5.0 & A5.1) and exterior elevations (Sheets A2.0 & A2.1) underscore the development's size—the building dominates the streetscape. The project lacks key features, like detailed building facades, that create inviting, sociable, interactive, and dynamic places.

#### Protect the Town's Economic Base

This project will exacerbate the gentrification and homogenization of downtown Ketchum. The proposed development will displace locally-owned businesses like Irving's and Formula Sports. The proposed development adds to the loss of distinctiveness that makes downtown Ketchum appealing and attractive.

## COMMISSION AND STAFF FEEDBACK

The Planning & Zoning Commission has previously considered the Pre-Application Design Review for this project four times during their meetings on January 10th, March 9th, June 8th, and November 10<sup>th</sup>, 2020. The Commission expressed concerns about the project's compatibility with Ketchum's small-town community and vibrant downtown. Their recommendations focused on the building's design and scale as well as the development's lack of integration within downtown and incompatibility with Main Street's pedestrian-oriented streetscape. The Commission directed the applicant to: (1) incorporate scaling devices, including vertical elements and varying roof heights, to break up the building's bulk and mass, (2) enhance design through undulation and material differentiation, and (3) create an activated, pedestrian-friendly, and human-scale environment along Main Street.

In addition to the Commission feedback to the applicant, staff recommended the applicant conduct meetings and community outreach to obtain feedback to help inform the project design. This has proved effective for other significant development projects in Ketchum. To date, this outreach has not occurred. Staff also recommended including a local architectural design professional on the project team to provide context and design assistance.

During the Commission's last review of the Pre-Application on November 10<sup>th</sup>, 2020, the applicant's attorney submitted a letter stressing their expectation to proceed through Design Review. Accepting the applicant's request to proceed, Staff notified the applicant that if the project plans fail to meaningfully address the Commission's concerns, and the applicant decides to pursue the project as presented, Staff may recommend denial of the Design Review application.

## 4<sup>TH</sup> & MAIN (SOLSTICE CONDOMINIUMS) MIXED-USE BUILDING PROJECT PLANS

The applicant's project plans submitted with the Design Review application (Exhibit A) fail to meaningfully incorporate changes that address the Commission's recommendations or the community's concerns (Exhibit F). The applicant's Lot Line Shift submittal is attached as Exhibit D and the Condominium Subdivision Preliminary Plat is attached as Exhibit E to the Staff Report.

## STAFF RECOMMENDATION

Staff recommends that the Planning & Zoning Commission deny the Design Review application for the 4<sup>th</sup> & Main Street (Solstice Condominiums) Mixed-Use Building and recommend denial of the associated Lot Line Shift and Condominium Subdivision applications to the City Council. The following analysis explains Staff's recommendation identifying the project's noncompliance with Design Review and Subdivision standards. Should the Planning & Zoning Commission support the denial, Staff would return with findings and conditions reflecting the Commission's decision.

## ANALYSIS

### Design Review Standards Analysis

Design Review helps our community achieve a more sustainable, vibrant, connected, and successful community. Downtown is Ketchum's gathering place connecting locals, second homeowners, and tourists. These connections create community, and our community defines Ketchum's small-town character and sense of place. This project is out of scale and proportion with downtown's traditional development patterns and does not fit in with Ketchum's authentic atmosphere—the proposed streetscape will decrease vibrancy. The 4<sup>th</sup> & Main Street (Hot Dog Hill) project needs significant

design changes to integrate within Main Street’s built environment and complement the design character of downtown Ketchum.

**Compatibility of Design**

*The project’s materials, colors and signing shall be complementary with the townscape, surrounding neighborhoods and adjoining structures (Ketchum Municipal Code §17.96.060.E1).*

The project plans maximize the size of the building to the greatest extent permitted by Ketchum’s zoning regulations. The 59,090-square-foot mixed-use building has a total Floor Area Ratio (FAR) of 2.21. The building reaches 48.5-feet in height from lowest grade to the fourth-floor roof. Covering the length of the entire block, the building’s front façade will span 210 feet along Main Street.

The permitted FAR in the Community Core Zone is 1.0. The Planning & Zoning Commission may allow an increased FAR subject to Design Review (Ketchum Municipal Code §17.124.040.B). Ketchum Municipal Code does not guarantee 2.25 as the allowed FAR. New developments may be permitted an increased FAR above 1.0 at the Commission’s discretion through Design Review. To receive more floor area, new buildings must complement the scale and character of the surrounding neighborhood. This project is out of scale with Main Street and the building’s overwhelming size is incompatible with downtown Ketchum.

<b>Table 1: Downtown Building Heights and Floor Area Ratios</b>			
<b>Building Name</b>	<b>Property Address</b>	<b>Building Height</b>	<b>Gross FAR</b>
Silver Creek Outfitters	500 N Main Street	28 feet	0.82
511 Building	511 N Leadville	40 feet	1.5
Nails by Sherine (River Ranch/Tomason House/Kate Knight’s Antiques)	491 N Leadville Avenue	16 feet	0.27
McCotter (Crazy Horse) Building	471 N Leadville Avenue	21 feet	1.37
Ozzies Shoes	411 N Leadville Avenue	28 feet	0.54
Sturtevant’s (Burger Haus)	380 N Main Street	18 feet	0.59
Jones Building	371 N Main Street	38 feet	1.64
Wells Fargo Bank	411 N Main Street	36 feet	0.97
Idaho Independent Bank	491 N Main Street	40 feet	1.75

The consolidation of four individual parcels into one large development parcel is out of scale with the pattern of downtown development and incompatible with Ketchum’s small-town character. The pattern of development in the downtown consists of buildings on 55-foot wide, 5,500-square-foot parcels. In contrast, this project consolidates the existing separate lots into one parcel consisting of 210 feet of frontage along Main Street with a total area of 21,989 square feet. This lot consolidation creates a project that is incompatible with the pattern and scale of development in downtown Ketchum.

The proposed mid-rise is significantly larger than the surrounding built environment. Table 1 provides heights and floor area ratios for neighboring buildings. The applicant’s drone fly-over video (Exhibit B) highlights the mixed-use building’s imposing and dominating appearance within downtown Ketchum. More meaningful scaling devices need to be integrated into the project plans to break up the building’s bulk and mass.

## Architectural

*Building walls shall provide undulation/relief, thus reducing the appearance of bulk and flatness (Ketchum Municipal Code §17.96.060.F5).*

The façade design exacerbates the project's size. The projections and recessions of building mass along Main Street repeat the same monotonous pattern. The pushing and pulling of the façade planes fail to meaningfully provide visual relief. The same wall surface design repeats horizontally across the front façade along Main Street. These undulation treatments that shift the building's depth must be combined with changes in the façade's exterior material or design character to alleviate this repetitive wall pattern.

*The building character shall be clearly defined by use of architectural features (Ketchum Municipal Code §17.96.060.F2).*

The façade lacks variety in design and detail needed to add complexity and context to the streetscape. The front façade's uniform design creates a monotonous environment across the entire block along Main Street. The building's bulk coupled with its uninterrupted façade design creates an unwelcoming and uninteresting experience for the community. The mixed-use building needs scaling devices and design treatments that define and activate the public realm and enhance the pedestrian experience.

## 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 (Ketchum Municipal Code §17.96.060.G3).*

An Idaho Power transformer with associated retaining walls blocks access to Block 5's alley from 5<sup>th</sup> Street impeding vehicular circulation. The applicant has proposed a midblock access to the underground parking garage along 5<sup>th</sup> Street. The Ketchum Traffic Authority recommends that no curb cuts should be permitted if there is alley access available to serve the development. The Ketchum Traffic Authority has provided the following policy recommendation pertaining to alley access versus street access:

In the downtown core and tourist zone, no curb cuts should be permitted if there is alley access available. The reasons:

- Having multiple curb cuts creates safety and congestion issues. When a curb cut is off the street, people tend to stop traffic to make left turns into the driveway. Couple this with traffic accessing projects from the alley, it presents safety and congestion issues.
- Driveways intersecting sidewalks create a safety hazard for pedestrians and bicyclists. One of the highest rates of pedestrian and vehicle collisions take place at driveways. Cars making left turns into driveways typically speed up while entering a driveway because of the limited gaps in on-coming traffic. Cars turning right or left out of the driveway do not think to look for pedestrians and bicyclists.
- Mid-block driveways are counter to creating a safe and engaging pedestrian downtown.
- Driveways that traverse the sidewalk present ADA challenges. Because driveways typically have sloped aprons, this conflicts with the requirement of a maximum 2% slope for sidewalks. Driveways also break-up the elevation of the sidewalk presenting an uneven surface for people with disabilities.
- Driveways remove on-street parking that support local businesses.



## 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 (Ketchum Municipal Code §17.96.060.14).*

The project's landscaping is indicated on Sheets L1.0 and L1.4 of the project plans (Exhibit A). The proposed landscaping includes street trees along 4<sup>th</sup> Street and Main Street as well as at-grade landscaped planters. Additional landscaping is proposed for the fourth-level rooftop terrace. The landscaping is insufficient. More landscaping is needed to soften the development's rectangular mass, provide visual relief from building walls, and screen the project from the adjacent streets.

## Subdivisions Standards Analysis

The subdivision ordinance is intended to safeguard and enhance the character, appearance, and economic stability of the community and to promote the orderly, harmonious, and integrated development of land (Ketchum Municipal Code §16.04.010). The proposed 4<sup>th</sup> & Main (Solstice Condominiums) Mixed-Use Building is incompatible with the surrounding built environment. The project ignores local context with its large mass fails to enhance the streetscape to create a walkable environment.

## Lot Requirements

*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 (Ketchum Municipal Code §16.04.040.F1).*

The Lot Line Shift combines all four lots within the west half of Block 5. Blocks in downtown are historically platted into 55-foot wide lot increments. The development of different buildings on smaller lots over time generates variety in design and detail to form a dynamic, authentic, and interesting streetscape. Combining multiple lots to develop one big building will undermine variety and visual interest within Ketchum's downtown built environment.

New subdivisions must provide for adequate air, light, solar access, privacy, and open space (Ketchum Municipal Code §16.04.010.B5). The mass of the condominium building will cast a shadow along Main Street. The loss of direct sunlight will decrease the warmth and overall comfort level of the streetscape.

## Condominiums

*Storage Areas: Adequate interior storage space for personal property of the resident of each condominium unit (Ketchum Municipal Code §16.04.070.G).*

The mixed-use building contains 17 total dwelling units. The underground parking garage contains 17 total parking spaces. The Solstice Condominiums Subdivision Preliminary Plat (Exhibit E) indicates a common storage area within the underground garage. The first-floor plan (Sheet A1.0) indicates this area will be dedicated to bike storage. This proposed area may be too small to accommodate each residents' storage needs.

*Open Space: 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 (Ketchum Municipal Code §16.04.070.G).*

Most of the market-rate condominium dwelling units have access to associated balconies or roof terraces. The community housing units do not have any associated outdoor living spaces. The second- and third-level balconies all front Main Street. The traffic on Highway 75 may reduce the enjoyment of these outdoor spaces.

### **STAFF RECOMMENDATION**

After considering the project plans, Staff's analysis, the applicant's presentation, and public comment, Staff recommends the Planning & Zoning Commission deliberate and move to deny the Design Review application and move to recommend denial of the Lot Line Shift and Condominium Subdivision Preliminary Plat applications to the City Council. Staff recommends the Commission: (1) explain the reasoning for their decision based on the project's noncompliance with certain standards and criteria specified in Ketchum Municipal Code and (2) provide the actions, if any, the applicant could take to satisfy these standards and obtain approval for the project. Staff will return with draft findings for the Commission's final review and approval.

### **RECOMMENDED MOTIONS**

- "I move to deny the 4<sup>th</sup> & Main (Solstice Condominiums) Mixed-Use Building Design Review (Application No. P20-118) finding the project doesn't comply with the Design Review standards specified in Chapter 17.96 of Ketchum Municipal Code."
- "I move to recommend denial of the Ketchum Townsite Block 5 Lot 1A Readjustment of Lot Lines (Lot Line Shift Application No. P21-009) to the City Council."
- "I move to recommend denial of the Solstice Condominiums Preliminary Plat (Application No. P20-117) to the City Council."

### **EXHIBITS:**

- A. 4<sup>th</sup> & Main (Solstice Condominiums) Mixed-Use Building Project Plans
- B. Drone Fly-Over Video
- C. Design Review Application
- D. Lot Line Shift Application
- E. Condominium Subdivision Preliminary Plat Application
- F. Public Comment

Exhibit A:  
4th & Main  
(Solstice Condominiums)  
Mixed-Use Building  
Project Plans

# MIXED USE DEVELOPMENT

4TH & MAIN STREET  
KETCHUM, IDAHO

DATE: 2020-12-07



**Galena Engineering, Inc.**  
civil engineering & land surveyors

317 N. River Street  
Hailey, Idaho 83333  
208-788-1705 tel.

**P|H ARCHITECTS**  
38 Taunton Hill Road  
Newtown, Connecticut 06470  
203-426-6500 tel. 203-426-6503 fax  
ph-archs.com



560 North Second Avenue  
Ketchum, Idaho 83340  
208-725-0988 tel. 208-725-0972 fax

## LIST OF DRAWINGS:

		LATEST ISSUED
CIVIL	CV 1.0 COVER SHEET	2020-12-07
	- TOPOGRAPHIC MAP	2019-11-06
	C 0.1 NOTES & DETAILS	2020-12-07
	C 0.2 DETAIL SHEET	2020-12-07
	C 1.0 GRADING & DRAINAGE PLAN	2020-12-07
LANDSCAPE	L 1.0 LANDSCAPE PLAN, LEVEL 01	2020-12-01
	L 1.4 LANDSCAPE PLAN, LEVEL 04	2020-12-01
ARCHITECTURAL	A 1.0 FIRST FLOOR PLAN	2020-12-07
	A 1.1 SECOND FLOOR PLAN	2020-12-07
	A 1.2 THIRD FLOOR PLAN	2020-12-07
	A 1.3 FOURTH FLOOR PLAN	2020-12-07
	A 1.4 EMERGENCY VEHICLE ACCESS	2020-12-07
	A 1.5 BUILDING FOOTPRINT DIAGRAM	2020-12-07
	A 1.6 PARKING DIAGRAMS	2020-12-07
	A 2.0 FRONT & SIDE EXTERIOR ELEVATIONS	2020-12-07
	A 2.1 REAR & SIDE EXTERIOR ELEVATIONS	2020-12-07
	A 3.0 BUILDING SECTIONS	2020-12-07
	A 3.1 BUILDING SECTIONS	2020-12-07
	A 4.0 F.A.R. CALCULATIONS	2020-12-07
	A 5.0 PERSPECTIVE RENDERING	2020-12-07
	A 5.1 PERSPECTIVE RENDERING	2020-12-07
	A 5.2 MATERIALS	2020-12-07
	A 6.0 EXT. LIGHTING - FIRST FLOOR LIGHTING PLAN	2020-12-07
	A 6.1 EXT. LIGHTING - SECOND FLOOR LIGHTING PLAN	2020-12-07
	A 6.2 EXT. LIGHTING - FRONT & SIDE ELEVATIONS - LIGHTING	2020-12-07
	A 6.3 EXT. LIGHTING - REAR & SIDE ELEVATIONS - LIGHTING	2020-12-07

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DO NOT SCALE THE DRAWINGS.

VERIFY ALL DIMENSIONS IN THE FIELD. REPORT DISCREPANCIES.

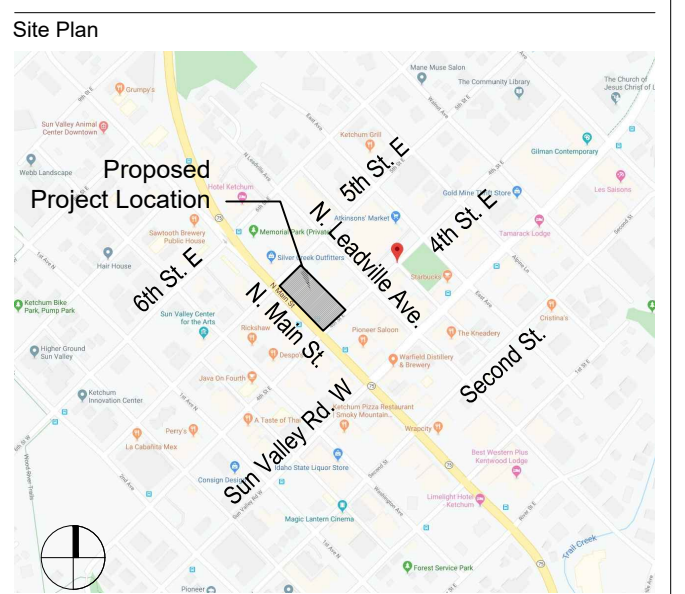
## MIXED USE DEVELOPMENT

4TH & MAIN ST.  
KETCHUM, BLAINE COUNTY,  
IDAHO 84117

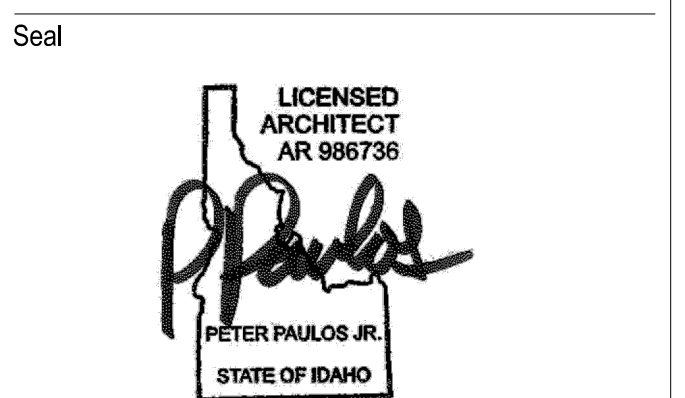
Prepared For: SOLSTICE DEVELOPMENT  
4686 HIGHLAND DR. #224  
MILLCREEK, UT 84117

**P|H ARCHITECTS**

38 Taunton Hill Road  
Newtown, Connecticut 06470  
203-426-6500 tel. 203-426-6503 fax  
ph-archs.com



Project Team:  
Architect and Planner:  
**P H Architects, LLC**  
38 Taunton Hill Road  
Newtown, Connecticut 06470  
(203) 426-6500 tel.  
(203) 426-6503 fax  
Civil Engineer:  
Galena Engineering, Inc.  
317 North River Street  
Hailey, Utah 83333  
(208) 788-1705 tel.  
Landscape Architect:  
Eggers Associates, Landscape Architecture  
560 North Second Avenue  
Ketchum, Idaho 83340  
(208) 725-0988 tel.  
(208) 725-0972 fax

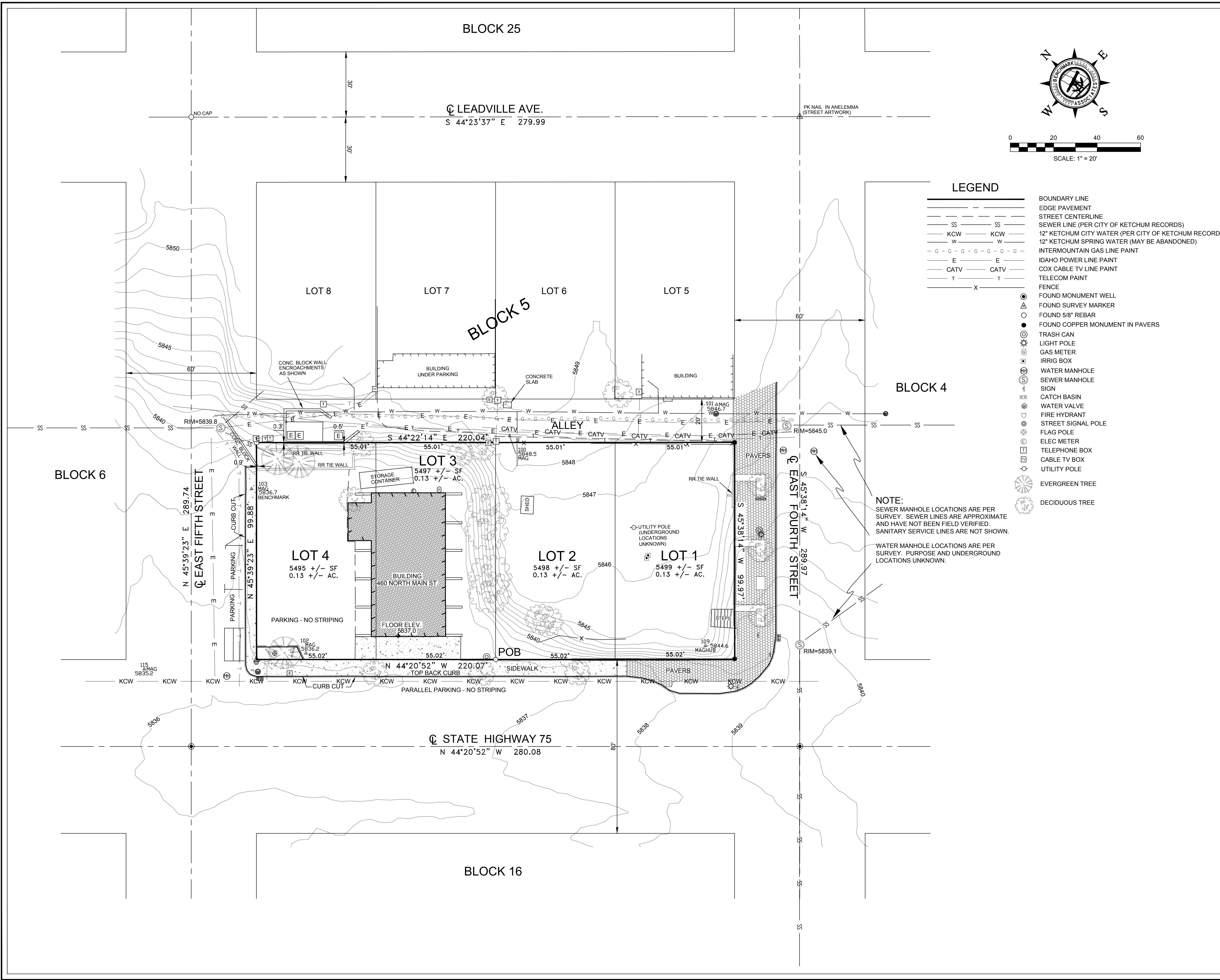


No.	Date	Issue
7.	2020/12/07	DESIGN REVIEW

### COVER SHEET

Date: 2020/12/07 Project No.:  
Scale: N.T.S. CAD File Name:  
Design: pep Checked:  
Sheet No.:

**CV1.0**



**LEGEND**

---	BOUNDARY LINE
---	EDGE PAVEMENT
---	STREET CENTERLINE
SS	SEWER LINE (PER CITY OF KETCHUM RECORDS)
KCW	12" KETCHUM CITY WATER (PER CITY OF KETCHUM RECORDS)
w	12" KETCHUM SPRING WATER (MAY BE ABANDONED)
- G - G - G - G - G - G - G -	INTERMOUNTAIN GAS LINE PAINT
E	IDAHO POWER LINE PAINT
CATV	COX CABLE TV LINE PAINT
T	TELECOM PAINT
X	FENCE
⊙	FOUND MONUMENT WELL
⊙	FOUND SURVEY MARKER
⊙	FOUND 5/8" REBAR
⊙	FOUND COPPER MONUMENT IN PAVERS
⊙	TRASH CAN
⊙	LIGHT POLE
⊙	GAS METER
⊙	IRRIG BOX
⊙	WATER MANHOLE
⊙	SEWER MANHOLE
⊙	SIGN
⊙	CATCH BASIN
⊙	WATER VALVE
⊙	FIRE HYDRANT
⊙	STREET SIGNAL POLE
⊙	FLAG POLE
⊙	ELEC METER
⊙	TELEPHONE BOX
⊙	CABLE TV BOX
⊙	UTILITY POLE
⊙	EVERGREEN TREE
⊙	DECIDUOUS TREE

**NOTES:**

**GENERAL RESTRICTIONS & TITLE INFORMATION:**

- THE PURPOSE OF THIS MAP IS TO SHOW TOPOGRAPHIC/SITE INFORMATION AS IT EXISTED ON THE DATE THE FIELD SURVEY WAS PERFORMED. CHANGES MAY HAVE OCCURRED TO SITE CONDITIONS SINCE SURVEY DATE.
- THIS MAP WAS PREPARED FOR THE EXPRESS USE OF THE CLIENT AND IS NOT TRANSFERABLE TO OTHERS WITHOUT WRITTEN CONSENT.
- ELECTRONIC DATA: BENCHMARK ASSOCIATES ACCEPTS NO RESPONSIBILITY OR LIABILITY FOR THE REUSE, DISTRIBUTION OR ACCURACY OF DATA CONTAINED ON ELECTRONIC COPIES OF THIS DRAWING. THE STAMPED HARD COPY OF THIS DRAWING IS THE FINAL PRODUCT.
- THIS DRAWING IS VOID AFTER 2 YEARS AND NO FURTHER COPIES OR DIGITAL FILES WILL BE TRANSMITTED.

**EASEMENTS, ENCUMBRANCES AND RESTRICTIONS:**

- GENERAL RESTRICTIONS: EXCEPT AS SPECIFICALLY STATED OR SHOWN ON THIS MAP, THIS SURVEY DOES NOT PURPORT TO REFLECT ANY OF THE FOLLOWING WHICH MAY APPLICABLE TO THE SUBJECT OF REAL ESTATE: EASEMENTS, OTHER THAN THOSE SHOWN OR LISTED HEREON, BUILDING SETBACK LINES, RESTRICTIVE COVENANTS, SUBDIVISION RESTRICTIONS, ZONING, WETLANDS, AVALANCHE, ANY OTHER LAND-USE REGULATIONS OR HAZARDS.
- STORM WATER PLAN: IF SOIL DISTURBANCE, CLEARING, GRADING AND/OR EXCAVATION OF ONE (1) ACRE OR MORE IS TO TAKE PLACE A FEDERAL GENERAL CONSTRUCTION PERMIT, INCLUDING A STORM WATER POLLUTION PREVENTION PLAN (SWPPP), MUST BE PREPARED AND SUBMITTED TO AND APPROVED BY THE U.S. ENVIRONMENTAL PROTECTION AGENCY PRIOR TO ANY SITE DISTURBANCE.
- BOUNDARY LINES ARE PER RECORD OF SURVEY'S INSTRUMENT NUMBERS 644104 & 642700.

**SURVEY AND SITE FEATURES:**

- BASIS OF BEARINGS IS IDAHO STATE PLANE COORDINATE SYSTEM, NAD83. CENTRAL ZONE AS DERIVED BY GPS OBSERVATIONS. BOUNDARY LINES AND CERTAIN EASEMENTS SHOWN HEREON ARE PER RECORD OF SURVEYS, RECORDED AS INSTRUMENT NUMBERS 642700 & 64104. ALL DISTANCES SHOWN ARE GROUND DISTANCES IN U.S. SURVEY FEET.
- ELEVATIONS BASED ON NAVD 88 (GEOID03) DATUM.
- UTILITIES AND DRAIN PIPES IF SHOWN HEREON ARE PER SURFACE EVIDENCE ONLY AS MARKED BY DIGLINE NOV. 2019. OTHER UNDERGROUND UTILITIES MAY EXIST. LOCATION OF UNDERGROUND UTILITIES AND SERVICES SHOULD BE CONFIRMED PRIOR TO EXCAVATION OR DESIGN.
- BUILDING WALLS IF SHOWN HEREON ARE OUTSIDE FACE OF BUILDING UNLESS OTHERWISE NOTED.
- SPRINKLER HEADS AND IRRIGATION LINES ARE NOT SHOWN HEREON.
- TREE LOCATIONS AND DRIP LINES IF SHOWN HEREON ARE APPROXIMATE.
- 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.
- MAP SCALE: DUE TO ELECTRONIC MAP DELIVERY AND ALTERNATE PRINTING METHODS, PLEASE USE BAR SCALE TO DETERMINE ACTUAL PRINTED SCALE.
- FEATURES OBTAINED BY DEBRIS, SNOW OR VEHICLES AT THE TIME OF SURVEY, DO NOT APPEAR ON THIS MAP.

PREPARED BY:  
BENCHMARK ASSOCIATES, P.A.  
P.O. BOX 733 - 100 BELL DRIVE, KETCHUM, IDAHO, 83340  
PHONE (208)726-9512 FAX (208)726-9514  
WEB: <http://benchmark-associates.com/>  
Copyright © 2019 by Benchmark Associates.

SEE PRINTED HARD COPY  
FOR SURVEYORS STAMP  
AND SEAL

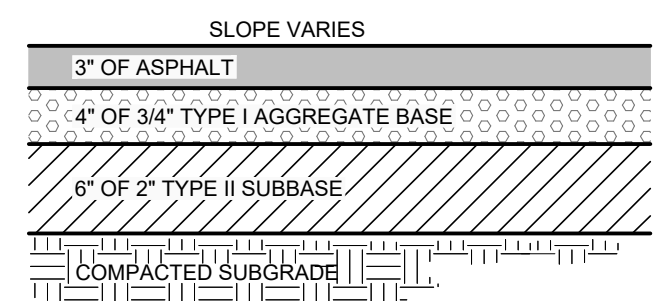
**KETCHUM BLOCK 5**  
**LOTS 1-4**  
LOCATED WITHIN:  
SECTION 18, TOWNSHIP 4 NORTH, RANGE 18 EAST, B.M.,  
CITY OF KETCHUM, BLAINE COUNTY, IDAHO

PREPARED FOR: SOLSTICE HOMES

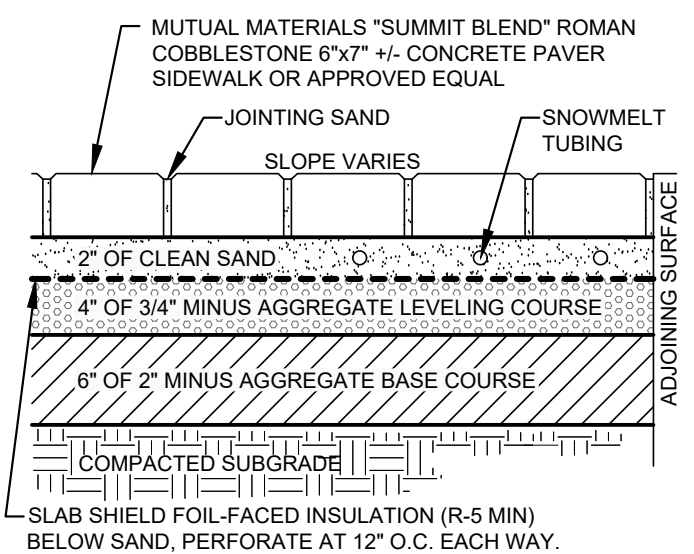
PROJECT NO. 19195	DWG BY: DWS/CPL	19195 TOPO.DWG
A TOPOGRAPHIC MAP	DATE OF SURVEY: 11/6/2019	SHEET: 1 OF 1

CONSTRUCTION NOTES

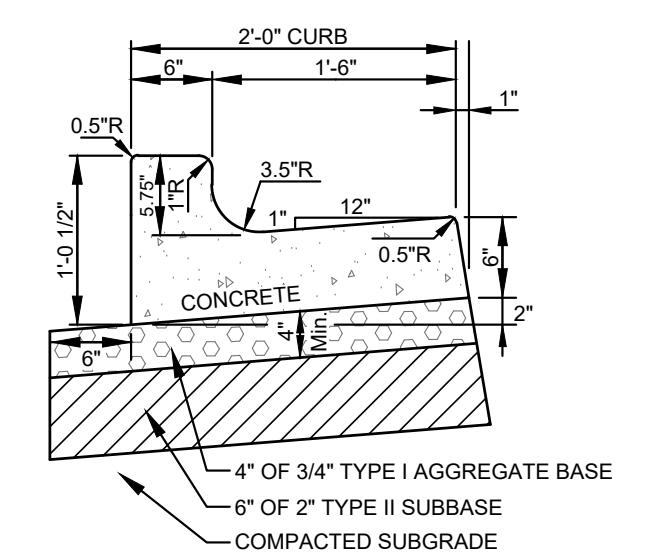
- 1. ALL CONSTRUCTION SHALL BE IN CONFORMANCE WITH THE MOST CURRENT EDITION OF THE "IDAHO REGULATIONS FOR PUBLIC DRINKING WATER SYSTEMS," THE CURRENT EDITION OF THE "IDAHO STANDARDS FOR PUBLIC WORKS CONSTRUCTION" (ISPMC), AND CITY OF KETCHUM STANDARDS. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING AND KEEPING A COPY OF THE ISPMC 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 (ISPMC), 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 (ISPMC), 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 ANSINFSF 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 ANSINFSF 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 ISPMC SECTION 201.
12. ALL EXCAVATION & EMBANKMENT SHALL CONFORM TO ISPMC 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 ISPMC 802, TYPE II (ITD STANDARD 703.04, 2"), SHALL BE PLACED IN CONFORMANCE WITH ISPMC 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 ISPMC 802, TYPE I (ITD STANDARD 703.04, 3/4" B), SHALL BE PLACED IN CONFORMANCE WITH ISPMC 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 ISPMC SECTION(S) 805, 810, AND 811 FOR CLASS II PAVEMENT. ASPHALT AGGREGATE SHALL BE 1/2" (13MM) NOMINAL SIZE CONFORMING TO TABLE 803B IN ISPMC SECTION 803. ASPHALT BINDER SHALL BE PG 58-28 CONFORMING TO TABLE A-1 IN ISPMC 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 ISPMC SECTION 701 AND 703. ALL CONCRETE SHALL BE 3,000 PSI MINIMUM, 28 DAY, AS DEFINED IN ISPMC SECTION 703, TABLE 1.C.
19. ALL TRENCHING SHALL CONFORM TO ISPMC STANDARD DRAWING SD-301. TRENCHES SHALL BE BACKFILLED AND COMPACTED TO A MINIMUM OF 95% OF MAXIMUM DENSITY AS DETERMINED BY AASHTO T-99.
20. TOPOGRAPHIC, SITE, AND BOUNDARY SURVEYS SHOWN HEREON WERE CONDUCTED BY BENCHMARK ASSOCIATES, P.A., 11/6/2019. REFER TO TOPOGRAPHIC MAP FOR NOTES.
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.



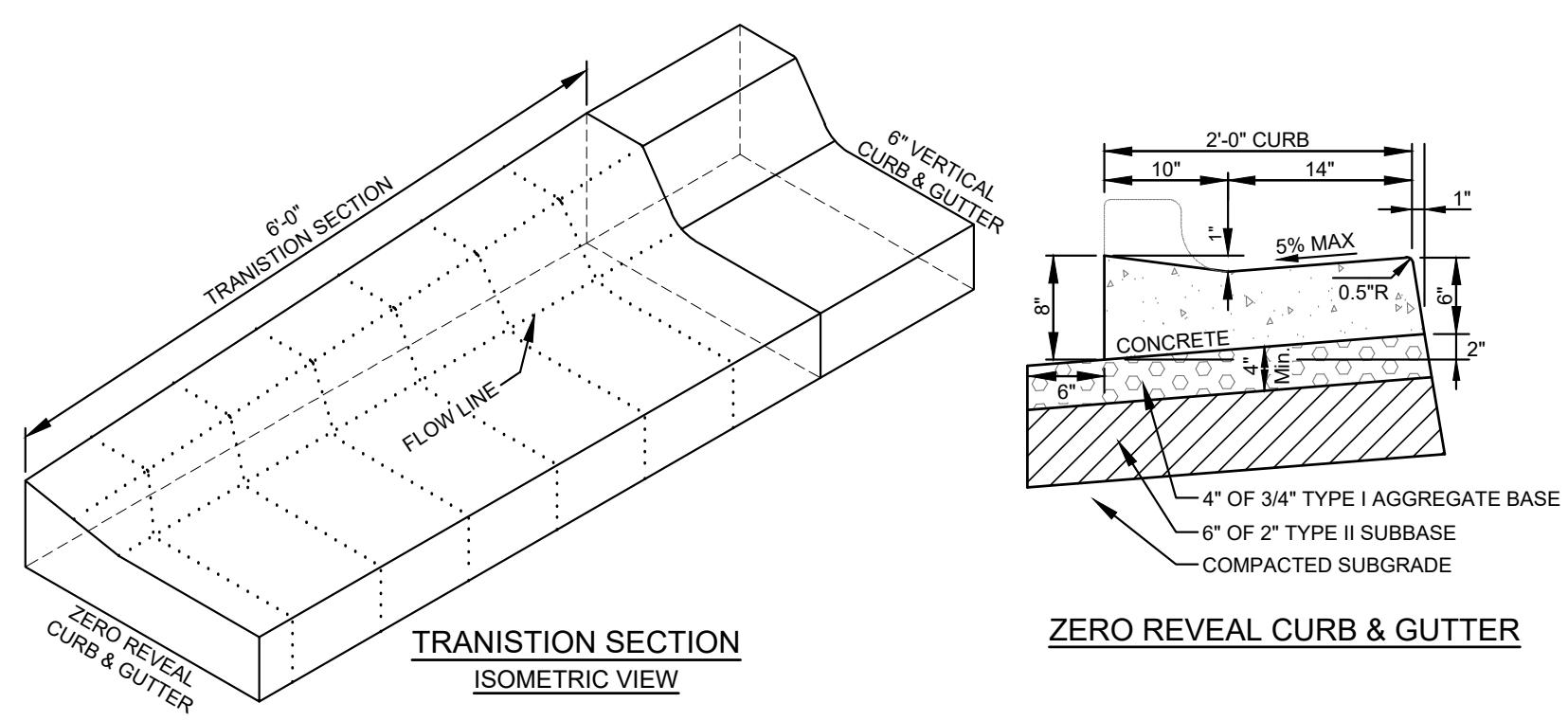
NOTES:
1. SUBBASE CAN BE 2" TYPE II OR 3/4" TYPE I CRUSHED AGGREGATE BASE COURSE.
2. MATERIALS SHALL CONFORM WITH CURRENT ISPMC STANDARDS, DIVISION 800 AGGREGATES AND ASPHALT.
3. PAVEMENT SECTION MAY BE MODIFIED IF A PROJECT SPECIFIC GEOTECHNICAL REPORT, STAMPED BY A LICENSED ENGINEER, IS PROVIDED.



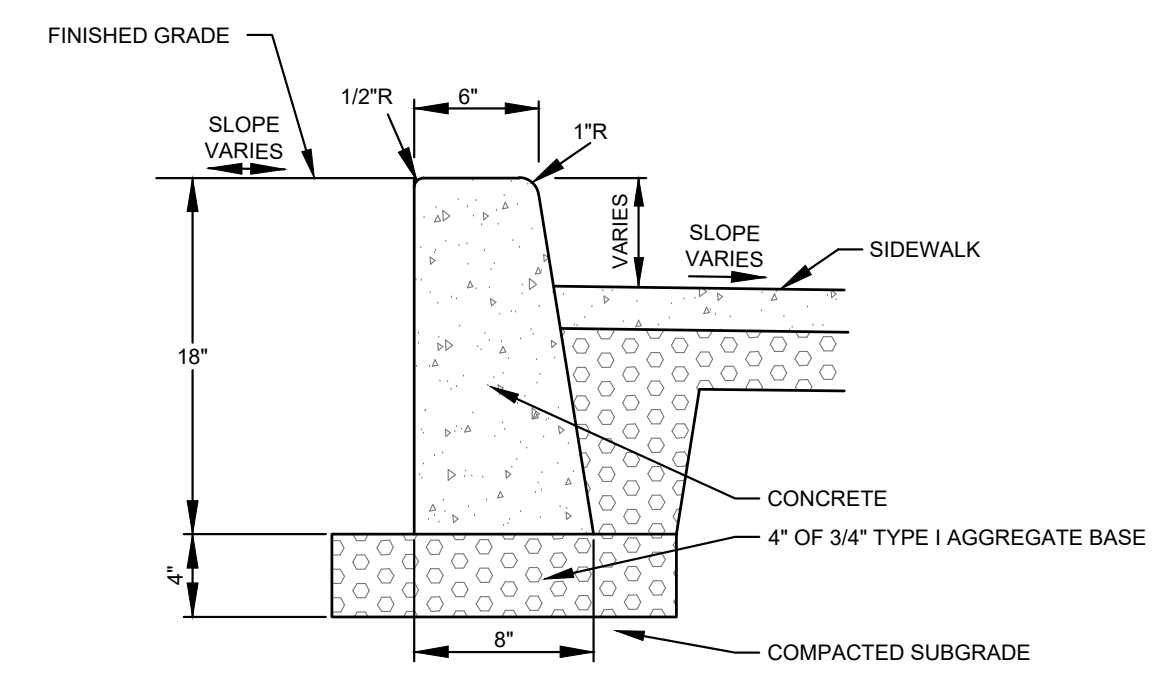
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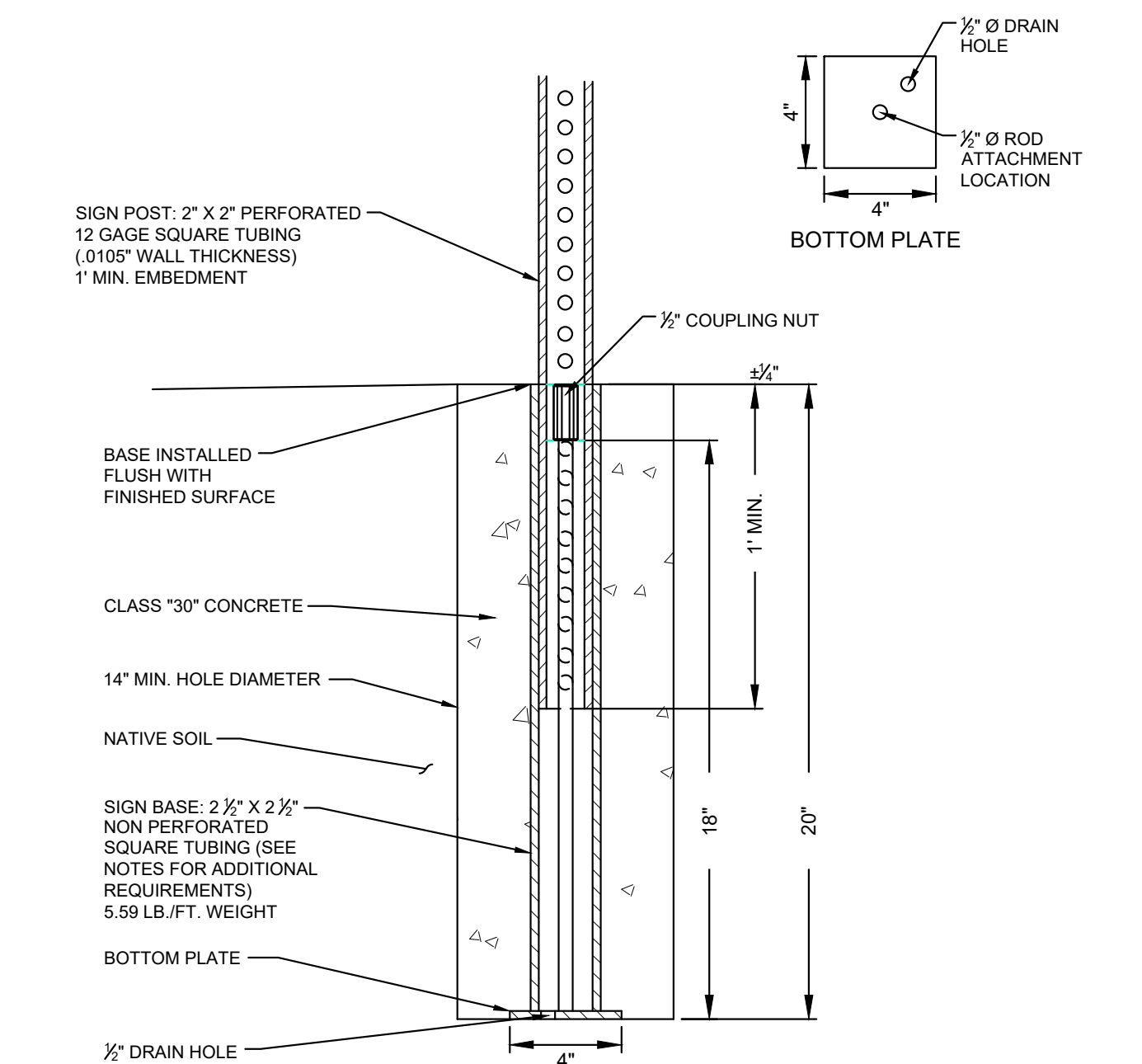
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4. 1/2-INCH PREFORMED EXPANSION JOINT MATERIAL (AASHTO M 213) AT TERMINAL POINTS OF RADII.
5. CONTINUOUS PLACEMENT PREFERRED, SCORE INTERVALS 10-FEET MAXIMUM SPACING (8-FOOT WISIDEWALK).



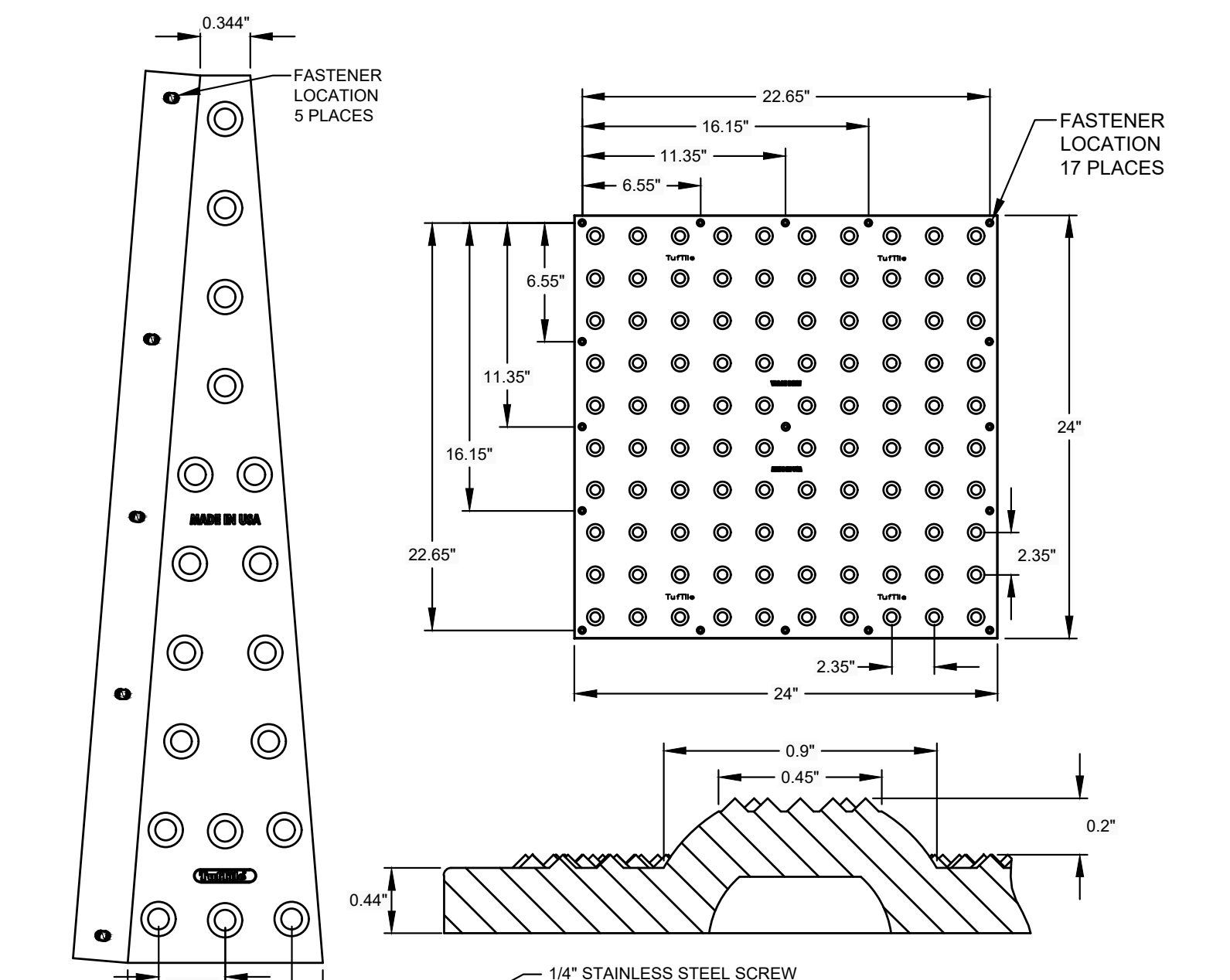
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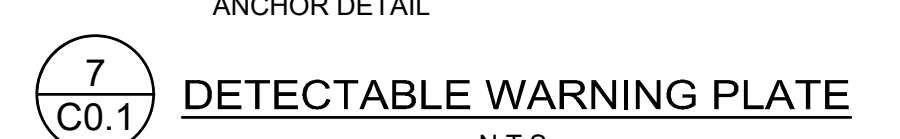
NOTES:
1. BASES SHALL BE INSTALLED TO BE FLUSH WITH SURFACE.
2. ALL INSTALLATIONS SHALL HAVE 14\"/>



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



NOTES:
1. BASES SHALL BE INSTALLED TO BE FLUSH WITH SURFACE.
2. ALL INSTALLATIONS SHALL HAVE 14\"/>



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

NOTES AND DETAIL SHEET
MIXED USE DEVELOPMENT, 4TH AND MAIN ST.
LOCATED WITHIN SEC 13, T4N, R18E, B4E, CITY OF KETCHUM, BLAINE COUNTY, IDAHO
PREPARED FOR DEVELOPMENT

ORIGINAL SIGNED BY SAMANTHA STAHLNECKER
DATE ORIGINAL SIGNED: 12/07/2020
PROFESSIONAL ENGINEER LICENSED 17618
STATE OF IDAHO
SAMANTHA STAHLNECKER
ORIGINAL ON FILE AT OFFICE OF GALENA ENGINEERING (HAILEY, ID)

DESIGNED BY
DRAWN BY
SMF
CHECKED BY

GALENA ENGINEERING, INC.
Civil Engineers & Land Surveyors
317 N. River Street
Hailey, Idaho 83433
(208) 768-1705
email: galena@galena-engineering.com

Table with 2 columns: NO. and DATE, and 2 rows: DESIGN REVIEW and REVISIONS.

C0.1

PRELIMINARY
NOT FOR
CONSTRUCTION

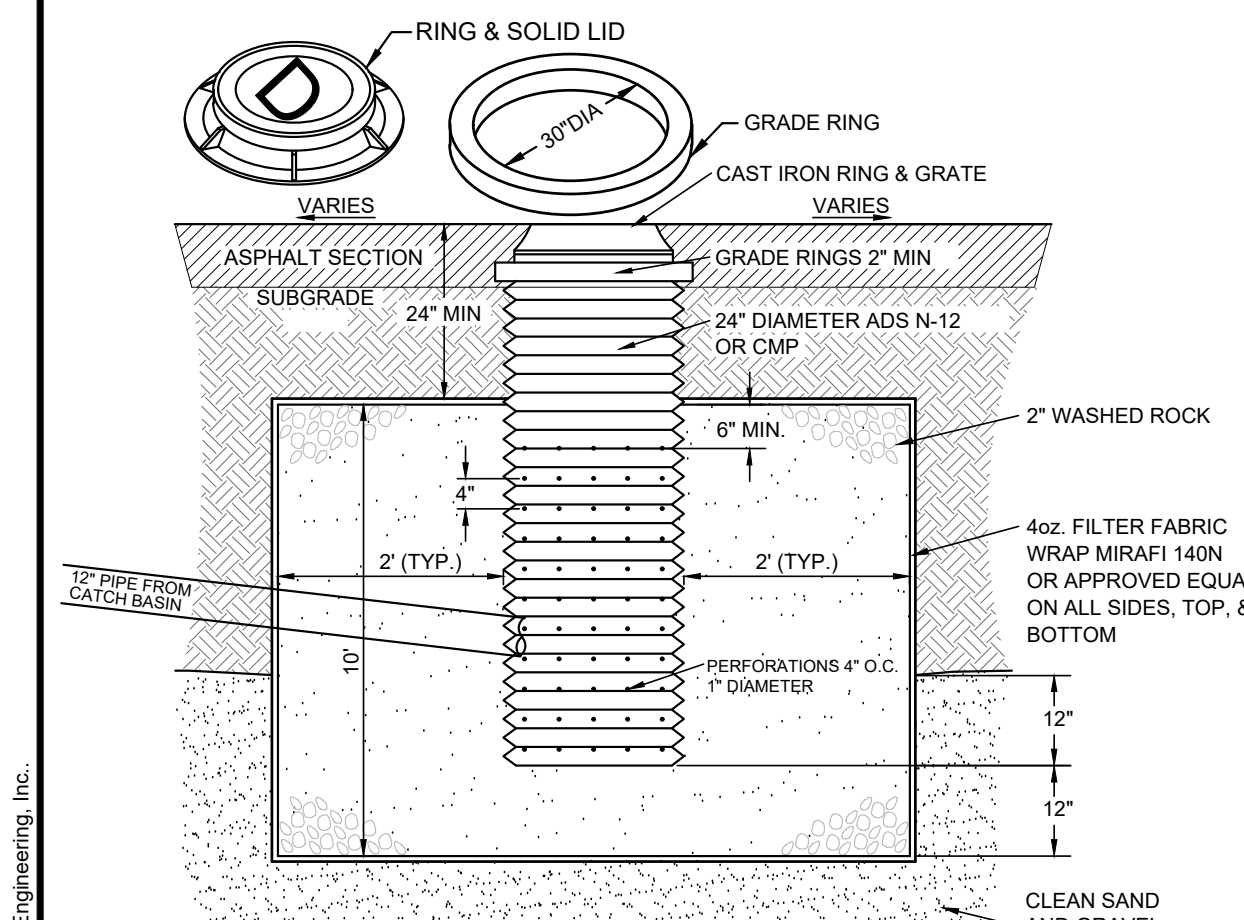
REUSE OF DRAWINGS: These drawings, or any portion thereof, shall not be used on any project or extension of this project except by agreement in writing with Galena Engineering, Inc.

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 Galena Engineering, Inc.

**NOTES:**  
 1. SUBBASE CAN BE 2" TYPE II OR 3/4" TYPE I CRUSHED AGGREGATE BASE COURSE.  
 2. MATERIALS SHALL CONFORM WITH CURRENT ISWPC STANDARDS, DIVISION 800 AGGREGATES AND ASPHALT.  
 3. PAVEMENT SECTION MAY BE MODIFIED IF A PROJECT SPECIFIC GEOTECHNICAL REPORT, STAMPED BY LICENSED ENGINEER, IS PROVIDED.

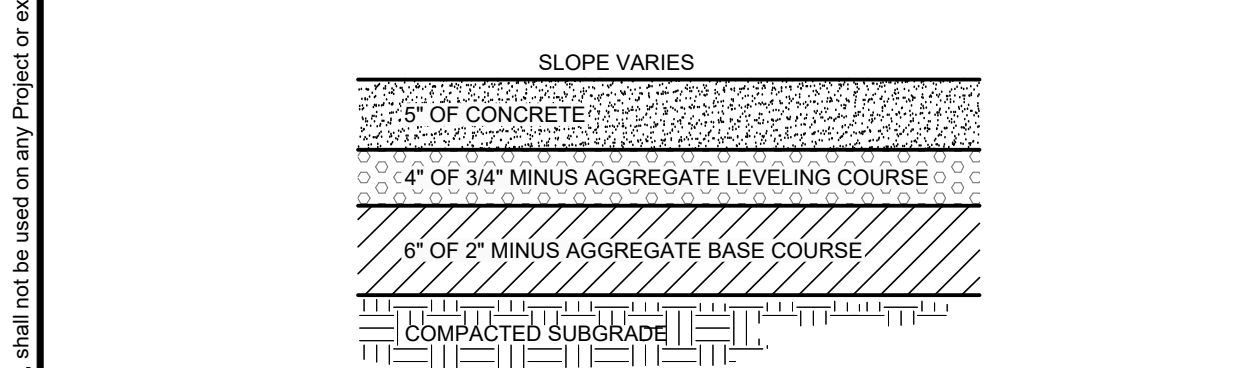


**1**  
C0.2 **TYPICAL GRAVEL SECTION**  
N.T.S.



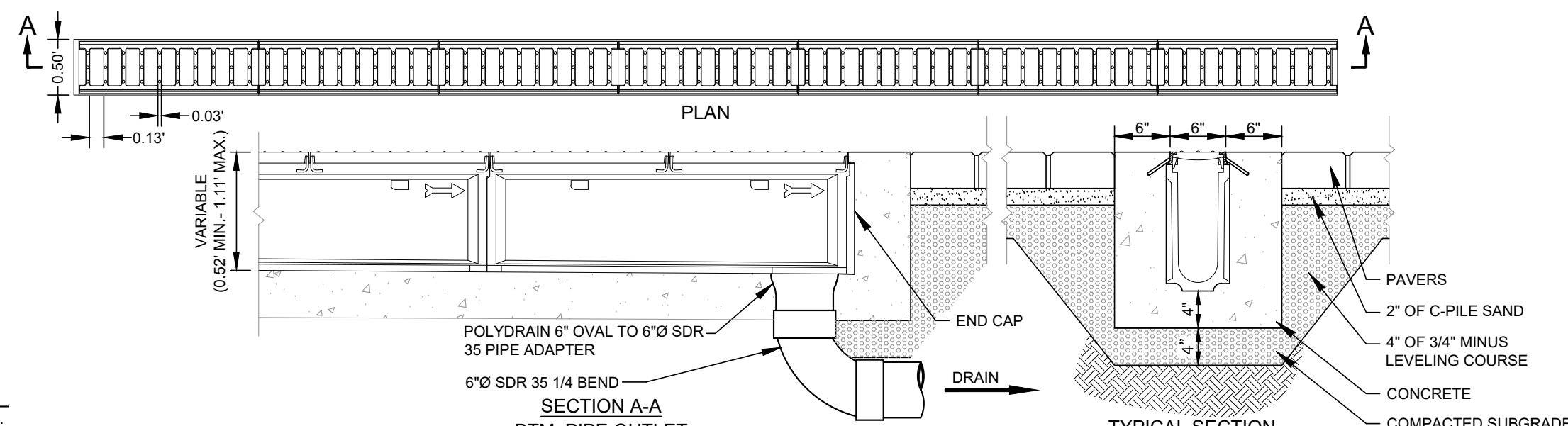
**NOTES:**  
 1. THE BED SHALL BE EXCAVATED A MINIMUM OF 24\"/>

**5**  
C0.2 **DRYWELL DETAIL (6'X6')**  
N.T.S.



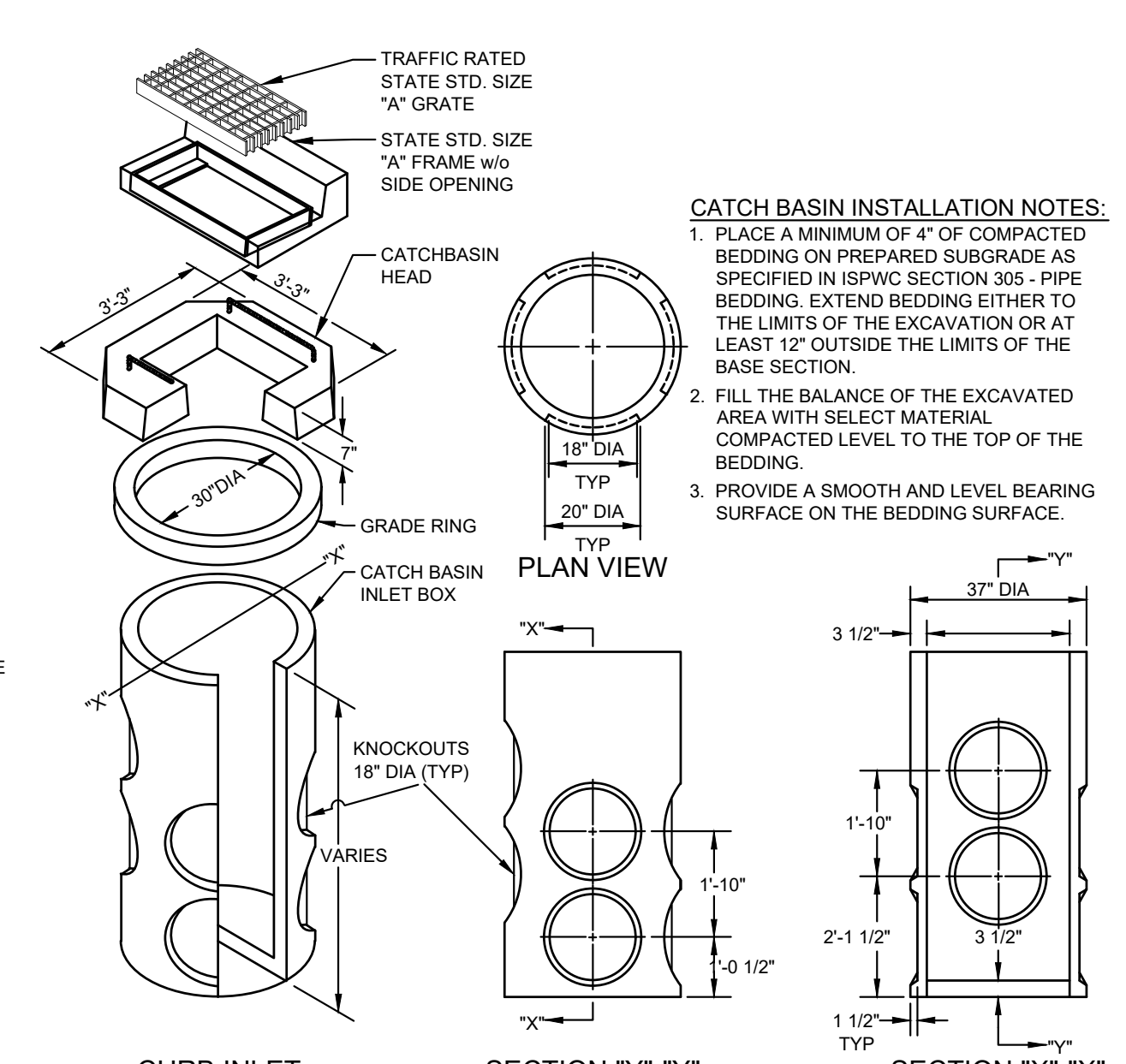
**NOTES:**  
 1. INSTALL SCORE JOINTS AT INTERVALS TO MATCH WIDTH OF WALK NOT TO EXCEED 5 FEET SPACING IN BOTH THE LONGITUDINAL AND TRANSVERSE DIRECTION FOR SIDEWALK GREATER THAN 5 FEET IN WIDTH. INSTALL EXPANSION JOINTS EVERY 10 FEET IN LONGITUDINAL DIRECTION.  
 2. 1/2\"/>

**8**  
C0.2 **TYPICAL CONCRETE SECTION**  
N.T.S.

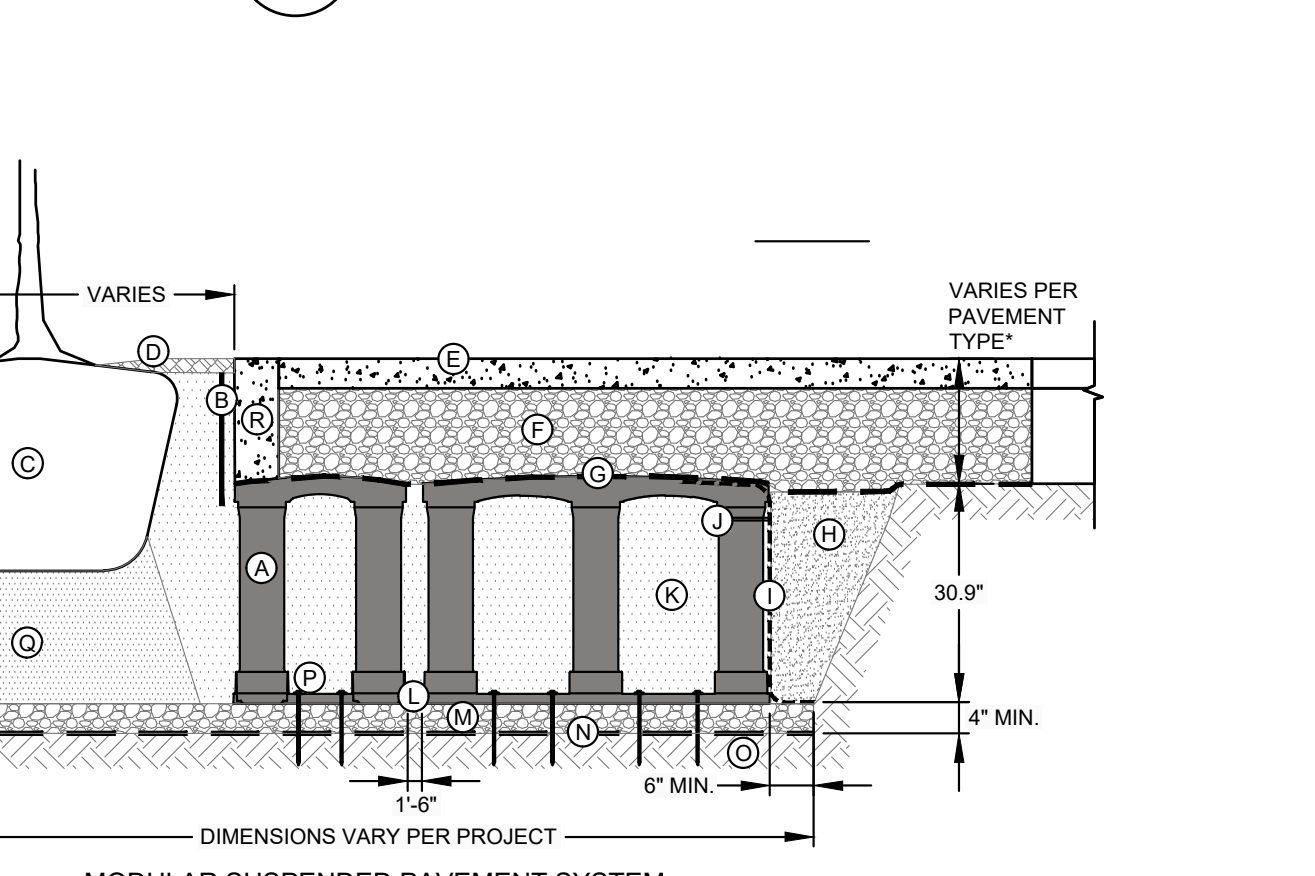


**NOTES:**  
 1. LINE DRAIN IS SUITABLE FOR APPLICATIONS FOR CONTROLLING SPREAD IN GUTTER FLOW CONDITIONS OR TO INTERCEPT SHEET FLOW. TYPICAL APPLICATION IS AT THE STREET CURB OR BARRIER.  
 2. THE FRAME AND GRATE IS SUITABLE FOR PEDESTRIAN AND BICYCLE TRAFFIC AND RATED FOR H-25 AND HS-25 LOADS.  
 3. CONCRETE THICKNESS, TYPE, AND AMOUNT OF REINFORCEMENT TO BE SAME AS ADJACENT PAVEMENT OR GREATER. PERFORM STRUCTURAL ANALYSIS TO DETERMINE REQUIREMENTS FOR APPLICATION.  
 4. TOP OF GRATE TO BE INSTALLED FLUSH TO 1/8 IN BELOW FINISHED GRADE. BEVEL CONCRETE TO TOP OF GRATE IF BELOW FLUSH.

**2**  
C0.2 **TRENCH DRAIN DETAIL**  
(ABT INTERCEPTOR LINE DRAIN OR APPROVED EQUAL)  
N.T.S.



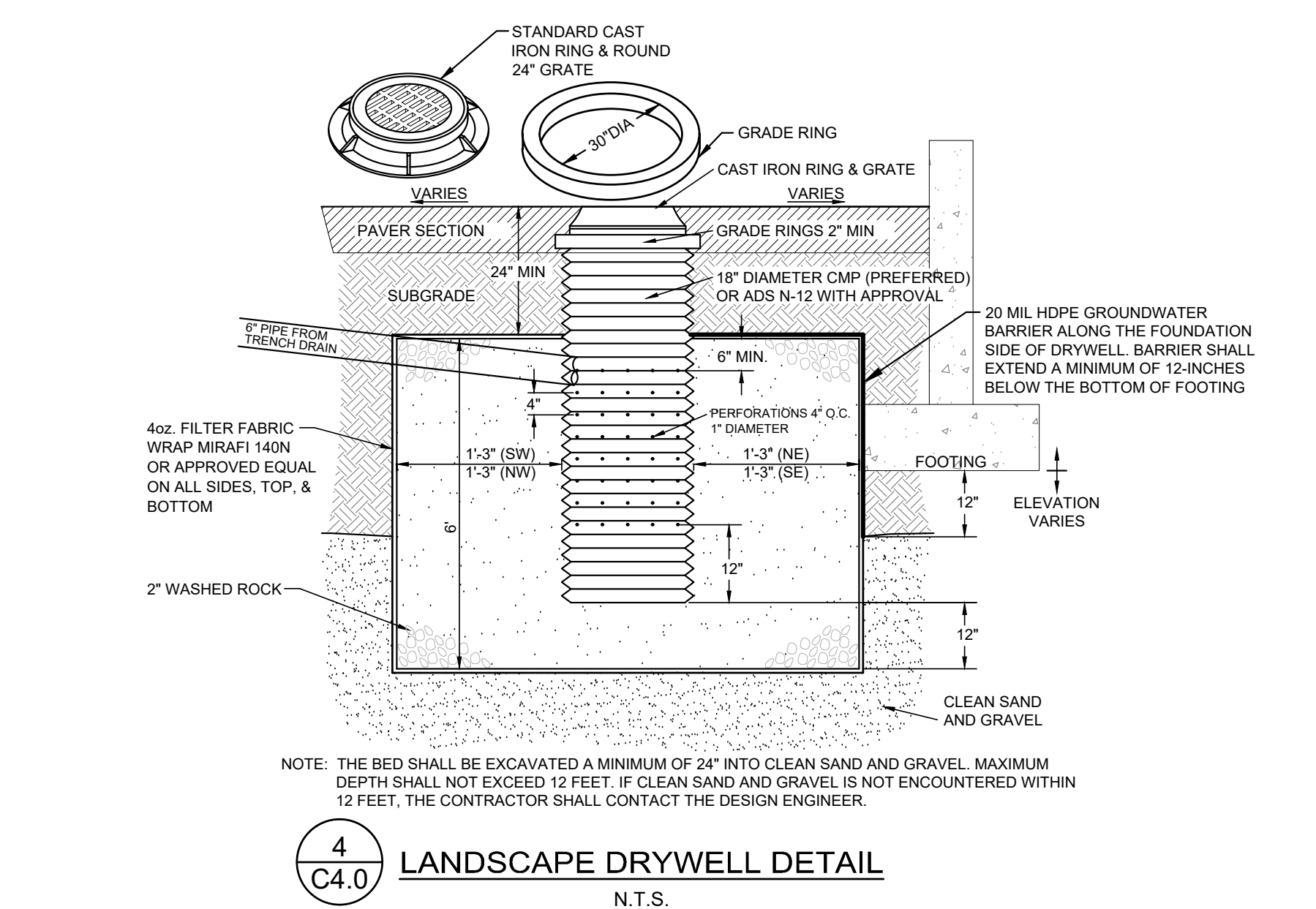
**3**  
C0.2 **30\"/>**



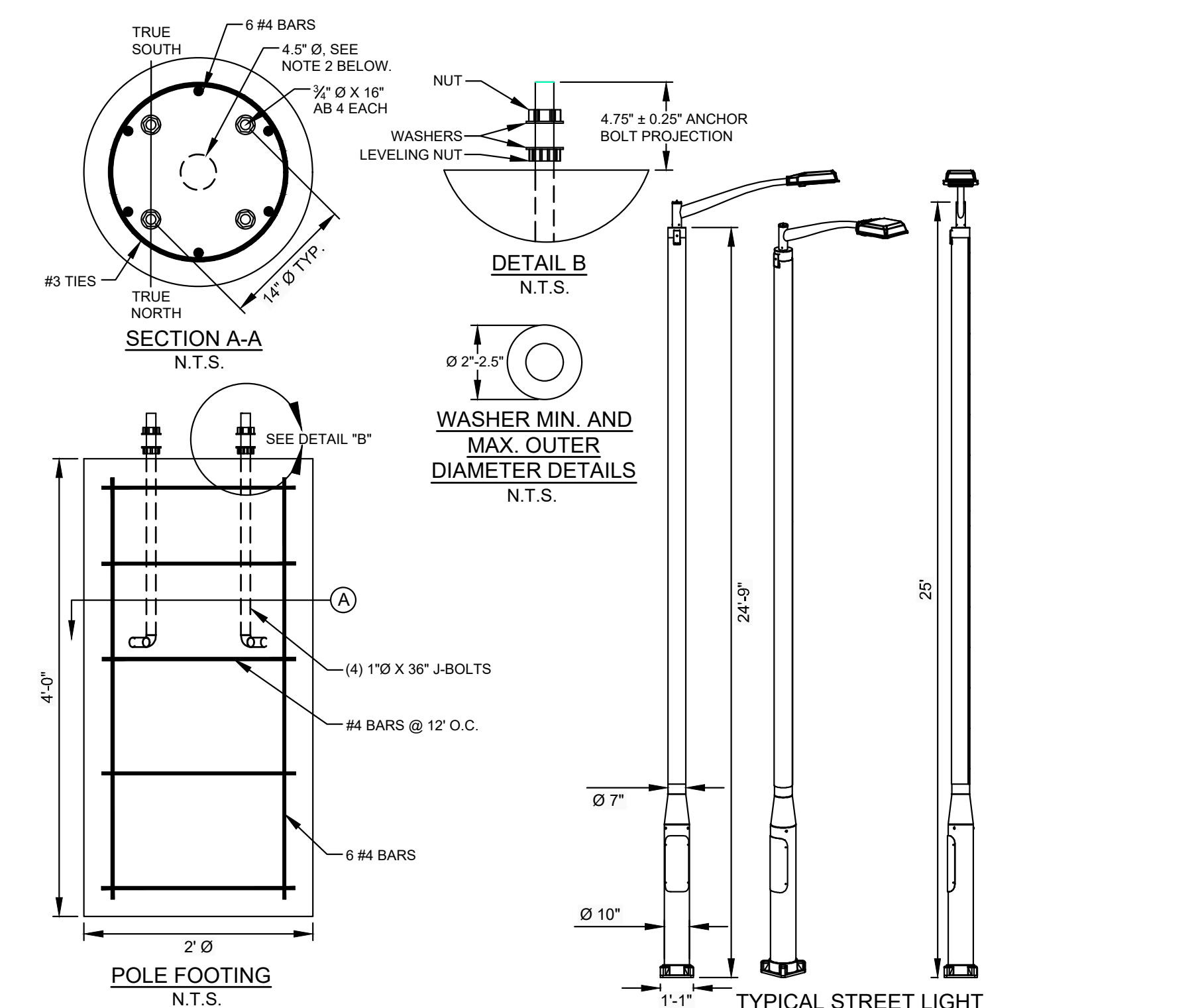
**KEY PLAN:**  
 A. SILVA CELL SYSTEM (DECK, BASE, AND POSTS) OR APPROVED EQUAL.  
 B. DEEPROOT ROOT BARRIER, 12\"/>

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

**6**  
C0.2 **TREE WELL DETAILS**  
N.T.S.



**4**  
C4.0 **LANDSCAPE DRYWELL DETAIL**  
N.T.S.



**NOTES:**  
 1. STREET LIGHT IS SOLARONE RFS DESIGN 158 LFP OR APPROVED EQUAL.  
 2. ANY CONDUITS AND/OR GROUNDING WIRES MUST BE HARDWIRED AND CONTAINED WITHIN A 4.5\"/>

**7**  
C0.2 **TYPICAL STREET LIGHT**  
N.T.S.

**DETAIL SHEET**  
**MIXED USE DEVELOPMENT, 4TH AND MAIN ST.**  
 LOCATED WITHIN SEC 13, T4N, R17E & SEC 18, T4N, R18E, BM, CITY OF KETCHUM, BLAINE COUNTY, IDAHO  
 PREPARED FOR SOLISTICE DEVELOPMENT

PROJECT INFORMATION  
 P:\sub\p9\1921\img\Construction\1621\_Constrat\_2602-12-02.dwg 12/07/20 2:35:04 PM

ORIGINAL SIGNED BY  
 SAMANTHA STAHLNECKER  
 DATE ORIGINAL SIGNED:  
 12/07/2020

PROFESSIONAL ENGINEER  
 LICENSED  
 17618  
 STATE OF IDAHO  
 SAMANTHA STAHLNECKER

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

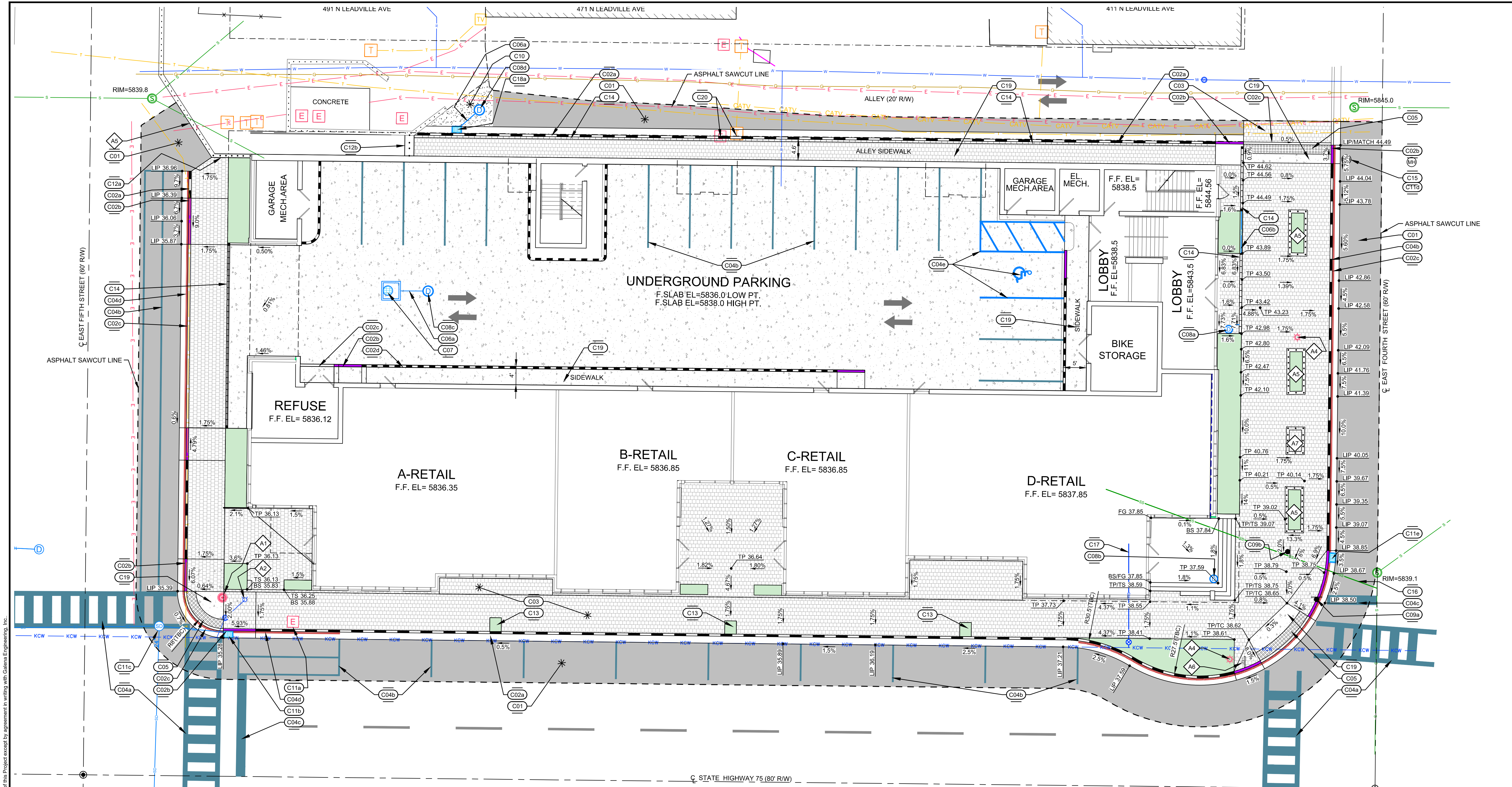
DESIGNED BY  
 CT  
 DRAWN BY  
 SMF  
 CHECKED BY

**GALENA**  
**ENGINEERING, INC.**  
 Civil Engineers & Land Surveyors  
 317 N. River Street  
 Hailey, Idaho 83433  
 (208) 768-1705  
 email: galena@galena-engineering.com

PURPOSE: ISSUE FOR DESIGN REVIEW	REVISIONS	
NO.	DATE	BY

**C0.2**

PRELIMINARY  
NOT FOR  
CONSTRUCTION



**LEGEND**

EXISTING ITEMS	PROPOSED ITEMS
Property Line	Asphalt
Adjainer's Lot Line	Paver Sidewalk
Centerline	6" Vertical Curb & Gutter
Edge of Pavement	Zero Reveal Curb & Gutter
5' Contour Interval	Curb Transition
1' Contour Interval	6" Vertical Curb (no gutter)
CATV	No Parking Zone
E	ADA Access Truncated Dome
Cable TV Line	Street Light
Buried Power Line	Sign
Sewer Line	Drywell
Telephone Line	Sand & Grease Trap
Sewer Line	Storm Drain
Spring Water Line	Catch Basin
Ketchum City Water	Sawcut Line
Storm Drain Manhole	Road Paint
Fire Hydrant	Grade
Water Valve	Spot Elevation
Traffic Signal Light Base	Trench Drain
Street Light	Retaining/Landscape Wall
Water Manhole	Gravel
Telephone Riser	Concrete
Electrical Box	

**CONSTRUCTION KEY NOTES**

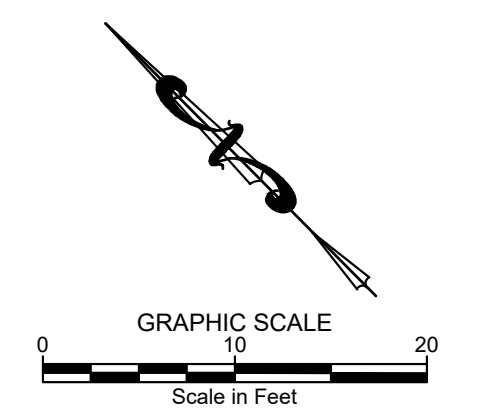
- C01** CONSTRUCT ASPHALT ROADWAY / ASPHALT REPAIR. SEE DETAIL 1 / C0.1.
- C02** CONSTRUCT CONCRETE CURB AND GUTTER
  - a. 6" VERTICAL C&G PER DETAIL 3 / C0.1.
  - b. CURB TRANSITION PER DETAIL 4 / C0.1.
  - c. ZERO REVEAL CURB AND GUTTER PER DETAIL 4 / C0.1.
  - d. CONCRETE VERTICAL CURB PER DETAIL 5 / C0.1.
- C03** CONSTRUCT HEATED PAVER SIDEWALK, WIDTH AS SHOWN HEREON. SEE DETAIL 2 / C0.1.
- C04** INSTALL ROAD STRIPING / PAINT
  - a. WHITE CROSSWALK STRIPING. MATCH CITY PATTERNS.
  - b. YELLOW ASPHALT PARKING STRIPING (4" WIDE), MATCH CITY PATTERNS.
  - c. WHITE STOP BAR STRIPING (24" WIDE).
  - d. RED "NO PARKING" STRIPING ON CURB. MATCH CITY PATTERNS.
  - e. BLUE ADA PARKING STRIPING AND SYMBOL.
- C05** INSTALL CITY OF KETCHUM APPROVED CAST IRON TRUNCATED DOME DETECTABLE WARNING INSERT. SEE DETAIL 7 / C0.1.
- C06** STORM DRAIN
  - a. INSTALL 12" ADS N-12 STORM DRAIN PIPE WITH A MINIMUM SLOPE OF 2.0%. SEE DETAIL 2 / C0.3 FOR POTABLE AND NON-POTABLE WATER LINE SEPARATION AND DETAIL 1 / C0.3 FOR TRENCHING.
  - b. INSTALL 6" PVC STORM DRAIN PIPE WITH A MINIMUM SLOPE OF 2.0%.
- C07** INSTALL CONCRETE 350 GALLON SAND AND GREASE TRAP WITH 24" GRATE
  - RIM = 5835.68
  - INV. OUT = 5832.6
- C08** DRYWELL
  - a. CONSTRUCT NEW LANDSCAPE DRYWELL. SEE DETAIL 4 / C0.2
  - RIM = 58
  - INV. IN = 5832.4
  - b. CONSTRUCT NEW LANDSCAPE DRYWELL. SEE DETAIL 4 / C0.2
  - RIM = 5837.63
  - INV. IN = 5832.4
  - c. CONSTRUCT NEW DRYWELL. SEE DETAIL 5 / C0.2
  - RIM = 5835.73
  - INV. IN = 5832.4
  - d. CONSTRUCT NEW DRYWELL. SEE DETAIL 5 / C0.2
  - RIM = 58
  - INV. IN = 58
- C09** SIGNS
  - a. INSTALL STOP / STREET SIGN. USE PREVIOUSLY REMOVED SIGN. COORDINATE FINAL LOCATION WITH CITY OF KETCHUM. SEE DETAIL 6 / C0.1 FOR SIGN BASE DETAIL.
  - b. INSTALL REGULATORY SIGN. COORDINATE TYPE AND FINAL LOCATION WITH CITY OF KETCHUM. SEE DETAIL 6 / C0.1 FOR SIGN BASE DETAIL.
- C10** CONSTRUCT GRAVEL DRIVEWAY / PARKING AREA IMPROVEMENTS. REGRADE AREA TO PROVIDE FOR A SMOOTH TRANSITION. SEE DETAIL 1 / C0.2.
- C11** RESET UTILITY BOX LID/GRATE ELEVATION.
  - a. POWER HANDHOLE/TRAFFIC SIGNAL CONTROL. ORIGINAL RIM = 5836.0 NEW RIM = 5835.95
  - b. CATCH BASIN GRATE. ORIGINAL RIM = 5835.42 NEW RIM = 5835.26
  - c. STORM DRAIN MANHOLE LID. ORIGINAL RIM = 5835.75 NEW RIM = 5835.7
  - d. PAVER HYDRONIC HEATING MANHOLE LID. ORIGINAL RIM = 58\_\_ NEW RIM = 58\_\_
  - e. CATCH BASIN GRATE. ORIGINAL RIM = 5838.62 NEW RIM = 5838.66
- C12** CONSTRUCT RETAINING WALL
  - a. USE PREVIOUSLY REMOVED KEYSTONE BLOCKS.
  - b. TYPE TO BE DETERMINED BY STRUCTURAL ENGINEER.
- C13** RELOCATE TREE. INSTALL TREE WELL BOLLARDS AND MODULAR SUSPENDED PAVEMENT SYSTEM. SEE DETAIL 6 / 4.0.
- C14** INSTALL TRENCH DRAIN. SEE DETAIL 2 / C0.2
- C15** DISCONNECT EXISTING PAVER HYDRONIC HEATING SYSTEM. CAP EXISTING TUBES FOR FUTURE CITY USE. COORDINATE WORK WITH CITY.
- C16** INSTALL 6" PVC SEWER SERVICE.
- C17** INSTALL 6" PVC WATER SERVICE.
- C18** INSTALL CATCH BASIN. SEE DETAIL 3 / C0.2.
  - a. INV. OUT = 58
- C19** CONSTRUCT CONCRETE SIDEWALK, WIDTH AS SHOWN HEREON. SEE DETAIL 8 / C0.2.
- C20** RELOCATE UTILITIES. CONTRACTOR TO COORDINATE RELOCATION WITH UTILITY COMPANY.

**RETAIN AND PROTECT**

1. TRAFFIC SIGNAL.
2. FIRE HYDRANT.
3. TREE.
4. STREET LIGHT.
5. LANDSCAPE WALL / LANDSCAPING.
6. PEDESTRIAN CROSSING SIGN.
7. ART PEDESTAL.

**MATCH EXISTING LINES AND GRADES**

**REGRADE AREA TO PROVIDE FOR A SMOOTH TRANSITION.**



**GRADING AND DRAINAGE PLAN**  
**MIXED USE DEVELOPMENT, 4TH AND MAIN ST.**  
 LOCATED WITHIN SEC 13, T4N, R17E & SEC 18, T4N, R17E & SEC 18, T4N, R18E, BM, CITY OF KETCHUM, BLAINE COUNTY, IDAHO  
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 ORIGINAL SIGNED BY: SAMANTHA STAHLNECKER  
 DATE ORIGINAL SIGNED: 12/07/2020  
 PROFESSIONAL ENGINEER LICENSE 17618 12/12/07/20 STATE OF IDAHO SAMANTHA STAHLNECKER  
 ORIGINAL ON FILE AT OFFICE OF GALENA ENGINEERING (HAILEY, ID)  
 DESIGNED BY: CT  
 DRAWN BY: SMF  
 CHECKED BY:  
**GALENA ENGINEERING, INC.**  
 Civil Engineers & Land Surveyors  
 317 N. River Street  
 Hailey, Idaho 83433  
 (208) 768-1705  
 email: galena@galena-engineering.com  
 PURPOSE: ISSUE FOR DESIGN REVIEW  
 NO. DATE BY REVISIONS  
 C1.0

**PRELIMINARY NOT FOR CONSTRUCTION**



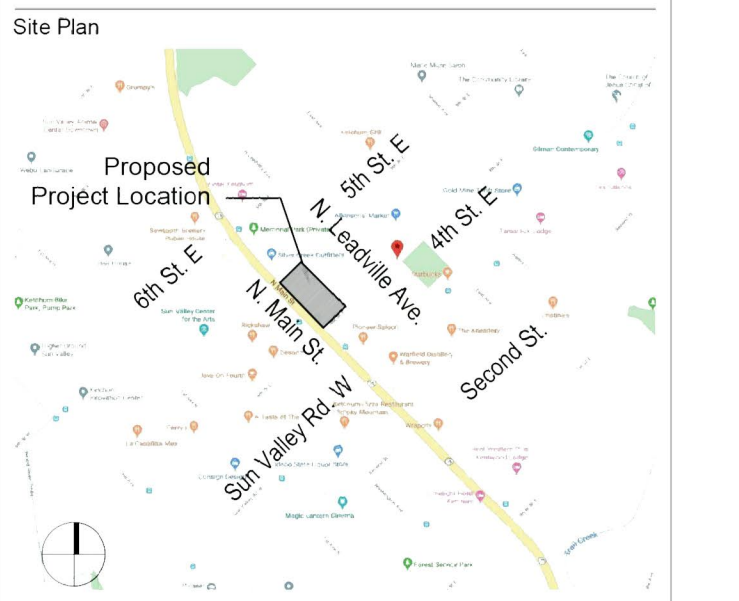
# MIXED USE DEVELOPMENT

4TH & MAIN ST.  
KETCHUM, BLAINE COUNTY,  
IDAHO 84117

Prepared For: SOLSTICE DEVELOPMENT  
4686 HIGHLAND DR. #224  
MILLCREEK, UT 84117

**P H**  
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ph-archs.com



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**EGGERS ASSOCIATES, P.A.**  
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Seal  
**LICENSED ARCHITECT**  
AR 986736  
*Peter Paulos, Jr.*  
PETER PAULOS, JR.  
STATE OF IDAHO

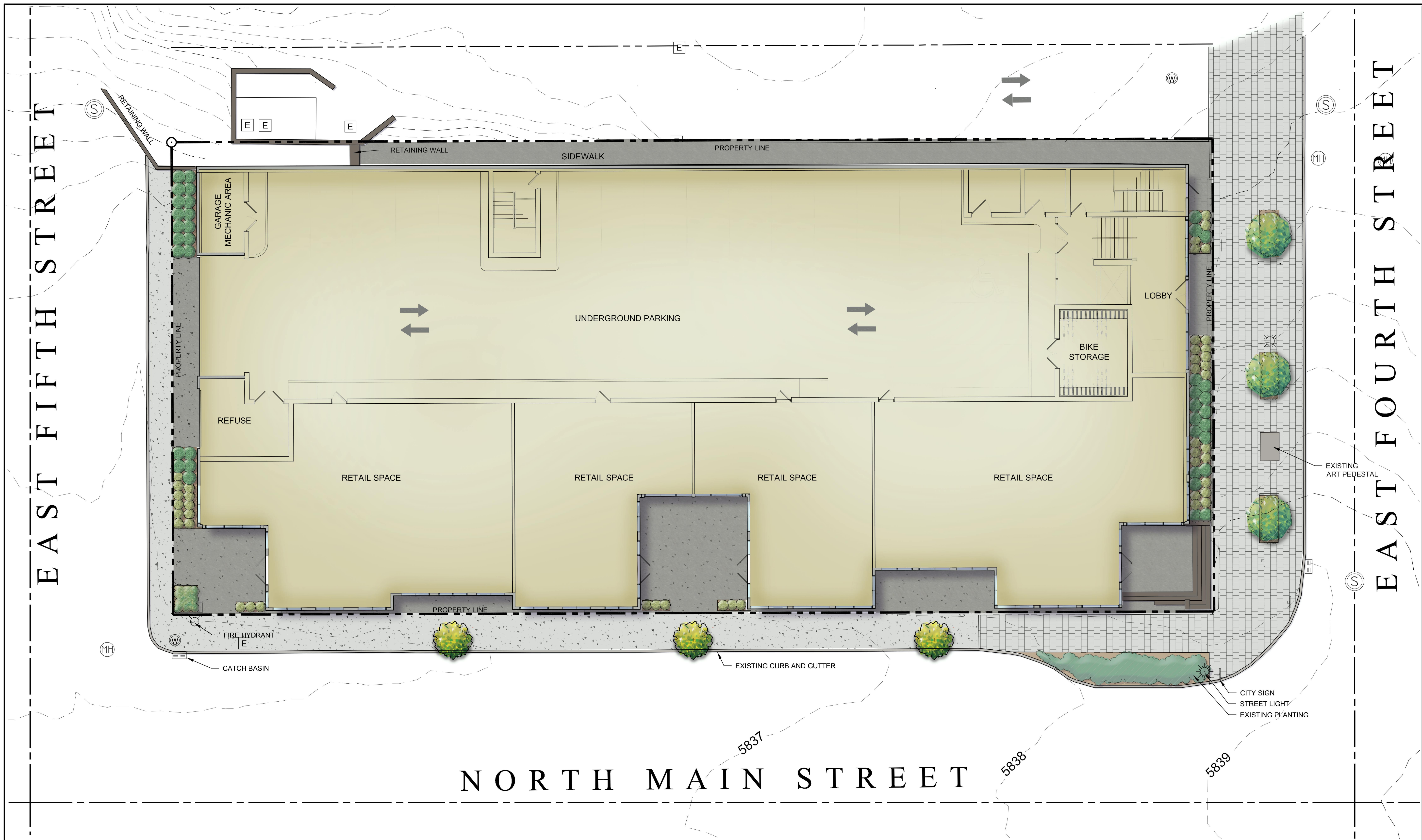
No.	Date	Issue
4.	2010/05/12	GRADING COORDINATION
5.	2010/05/14	COMMISSION RESUBMISSION

## LANDSCAPE PLAN LEVEL 01

Date: 12/01/20 Project No.: 10-001  
Scale: 1"=10'-0" CAD File Name:  
Design: Checked:  
Sheet No.:

# L 1.0

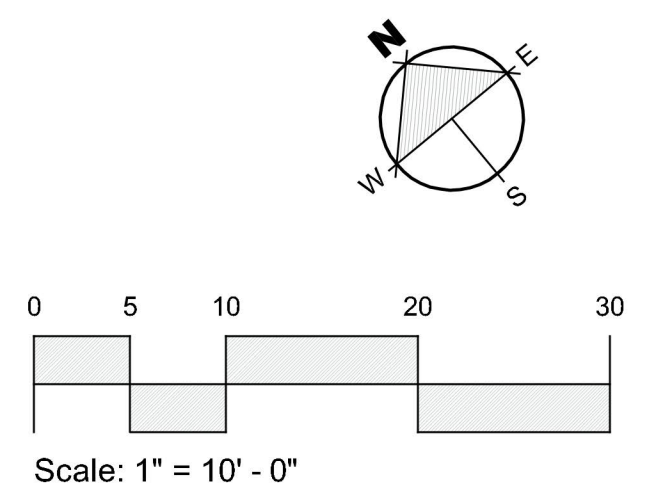
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Plan Legend	
	Property Line
	Utilities
	Light Post
	Side Walk Pavers
	Concrete

Existing Tree Legend	
	Existing Deciduous Street Tree
	Existing Street Planting

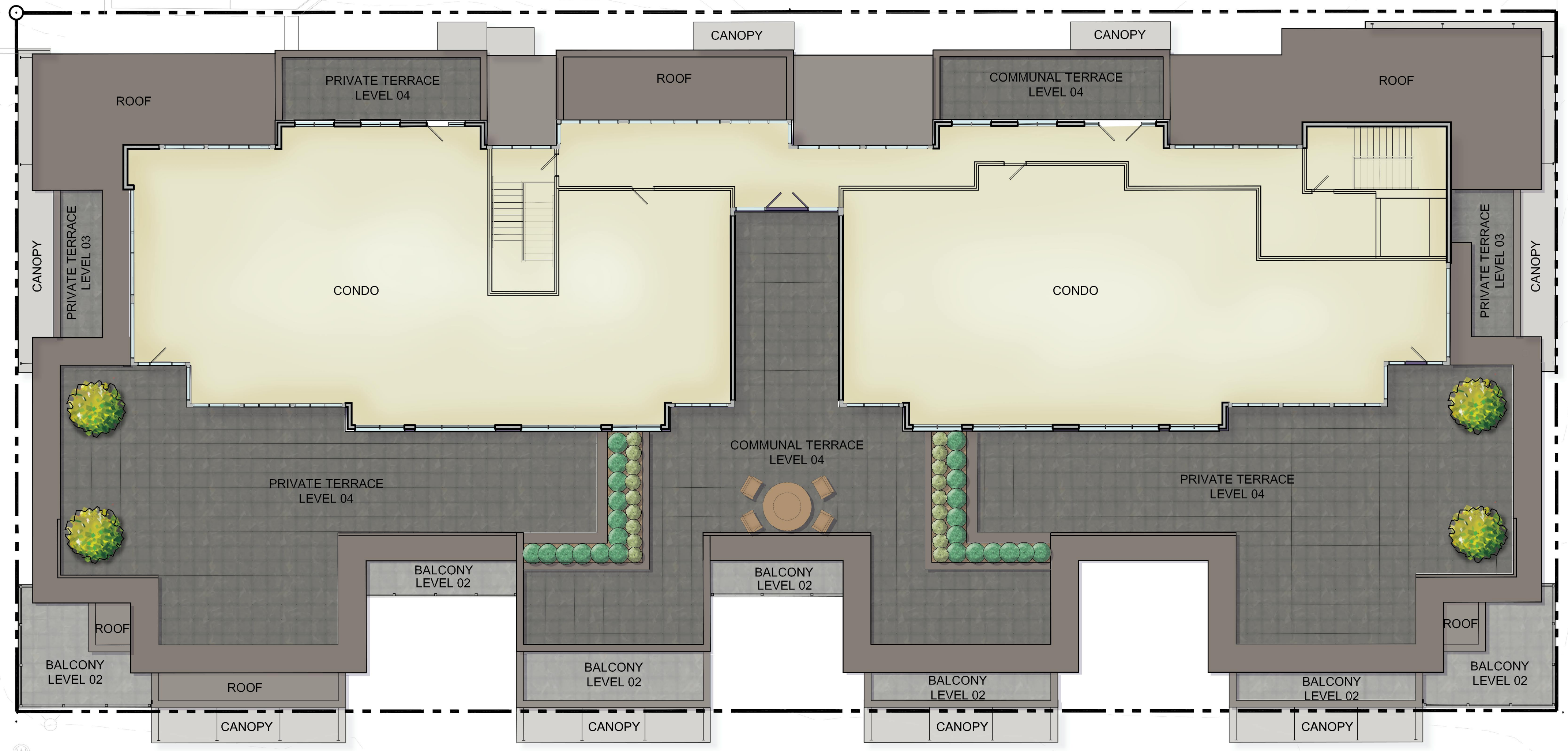
Plant Legend		
	Qty.	Abb. Species
	3	Deciduous Street Tree
	100	Deciduous Shrubs
	30 sq.ft.	Groundcover Various



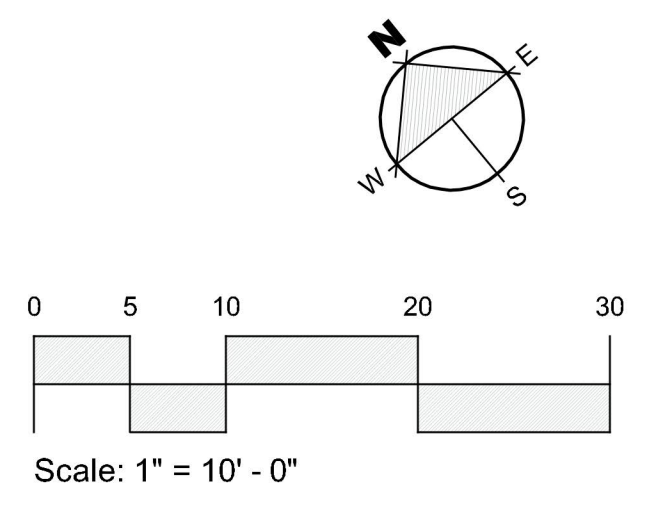
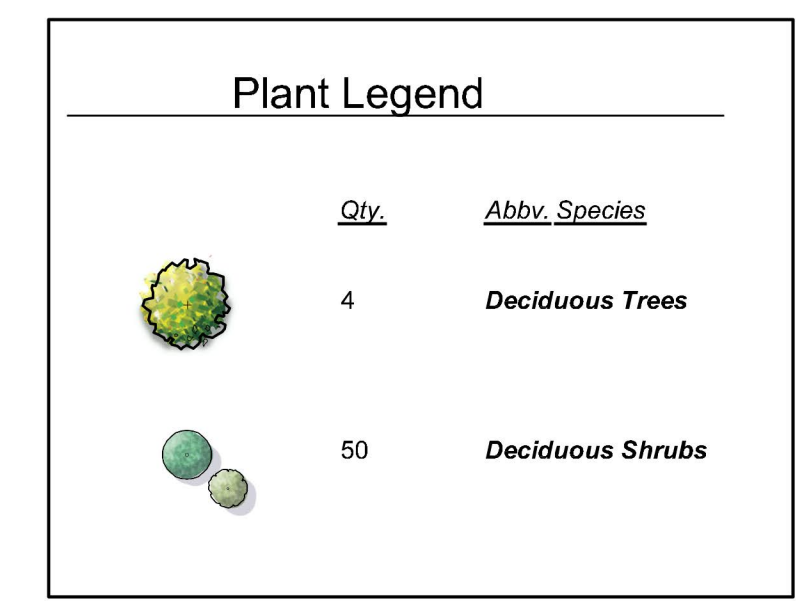
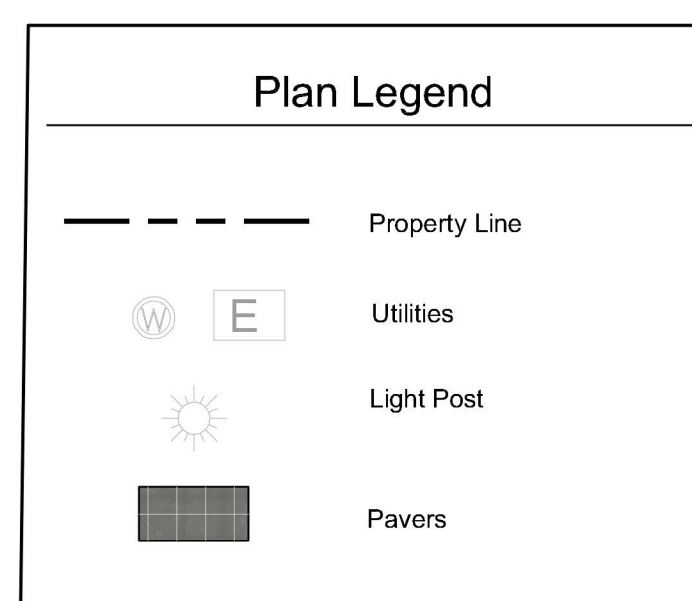
PRELIMINARY ONLY - NOT FOR CONSTRUCTION

EAST FIFTH STREET

EAST FOURTH STREET



NORTH MAIN STREET



**MIXED USE DEVELOPMENT**

4TH & MAIN ST.  
KETCHUM, BLAINE COUNTY,  
IDAHO 84117

Prepared For: SOLSTICE DEVELOPMENT  
4686 HIGHLAND DR. #224  
MILLCREEK, UT 84117

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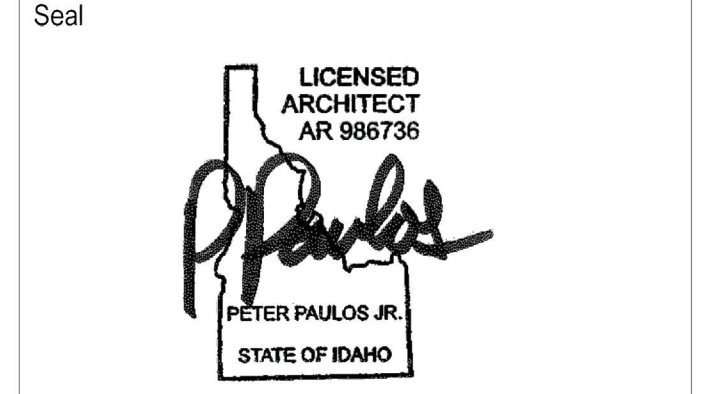
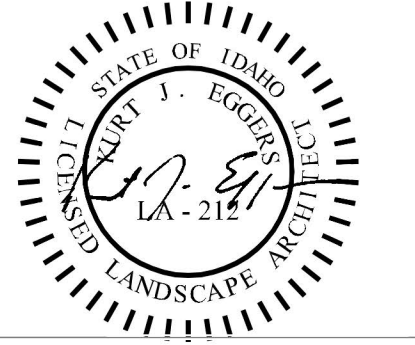
Project Team:

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Revisions

No.	Date	Issue
4.	2010/05/12	GRADING COORDINATION
5.	2010/05/14	COMMISSION RESUBMISSION

**LANDSCAPE PLAN LEVEL 04**

Date: 12/01/20 Project No.: 20-001  
Scale: 1"=10'-0" CAD File Name:  
Design: Checked:  
Sheet No.:

**L 1.4**

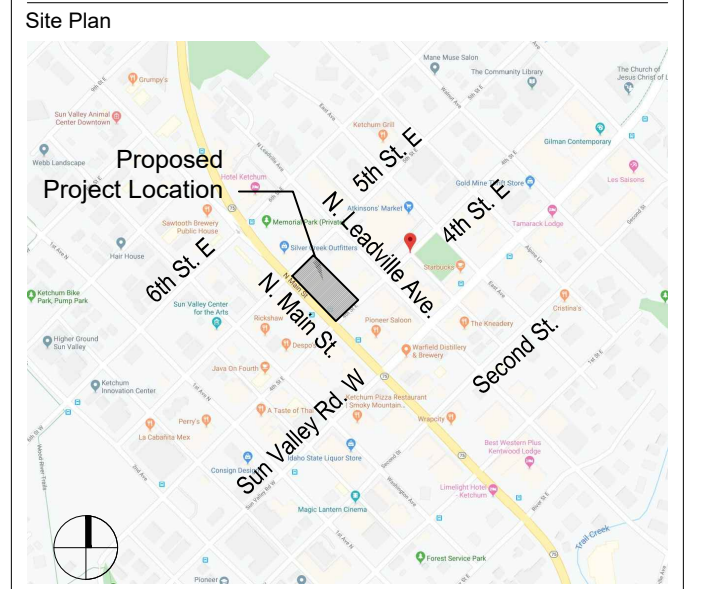
**MIXED USE DEVELOPMENT**

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Seal  
**LICENSED ARCHITECT**  
AR 986736  
*Peter Paulos Jr.*  
PETER PAULOS JR.  
STATE OF IDAHO

Revisions

No.	Date	Issue
1.	2020/01/05	CLIENT REVISIONS
2.	2020/01/29	ELEVATION REVISIONS
3.	2020/05/12	GRADING COORDINATION
4.	2020/05/14	COMMISSION RESUBMISSION
5.	2020/05/25	COMMISSION RESUBMISSION
6.	2020/05/25	COMMISSION RESUBMISSION
7.	2020/12/07	DESIGN REVIEW

**FIRST FLOOR PLAN**

Date: 2020/01/27  
Scale: 3/32" = 1'-0"  
Design: sbz  
Sheet No.:  
Project No.: 20-00  
CAD File Name: base-floor plans  
Checked:

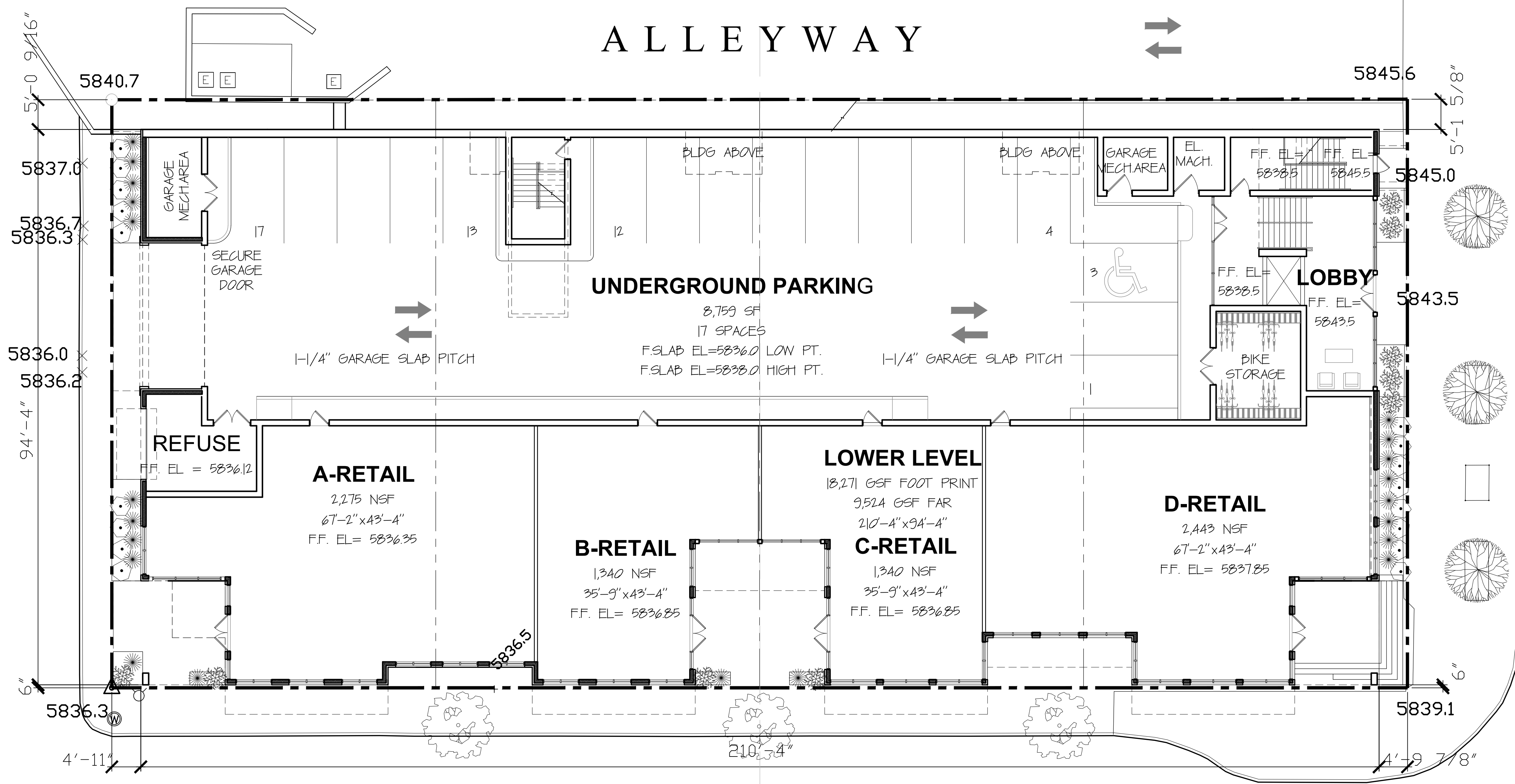
**A1.0**

EAST FIFTH STREET

EAST FOURTH STREET

NORTH MAIN STREET

ALLEYWAY



**FIRST FLOOR PLAN**  
SCALE: 3/32" = 1'-0"

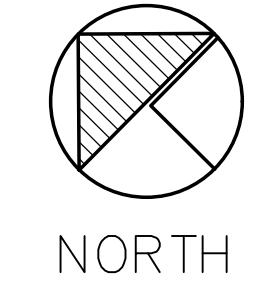
SUMMARY					
GENERAL BUILDING INFORMATION	FLOOR	GROSS SQUARE FOOTAGE PER AREA	GROSS SQUARE FOOTAGE PER PAR	UNITS/ BEDROOM COUNT	REMARKS
OCCUPANCY CLASS RETAIL - MERCANTILE USE (M) CONDOMINIUMS - RESIDENTIAL USE (R-2) UNDERGROUND PARKING - LOW-HAZARD STORAGE USE (S-2)	MAIN LEVEL	8,799 SQ. FT. UNDERGROUND PARKING 7879 SQ. FT. RETAIL SPACE 894 SQ. FT. LOBBIES 502 SQ. FT. CIRCULATION	2554 SQ. FT. (INCLUDING MAIN LEVEL CIRCULATION, ELEVATOR MACHINE ROOM & RESTROOM)	N/A	LOT SIZE: 11,989 SQ. FT. MAXIMUM PARS: 125 X 1100'- 454735 SQ. FT. COMMUNITY HOUSING REQUIRES 54735 MIN. GROSS AREA (20% OF AREA INCREASED) WITH 44735 MIN. NET SQ. FT. COMMUNITY HOUSING REQUIRED 44735 MIN. NET SQ. FT. COMMUNITY HOUSING REQUIRED
	SECOND LEVEL	5280 SQ. FT. ALVING (COMMUNITY HOUSING) 5023 SQ. FT. ALVING (CONDOS) 471 SQ. FT. CIRCULATION 1349 SQ. FT. CORRIDOR	4649 SQ. FT. (EXCLUDING 2ND FLOOR STAIRWELLS & ELEVATOR)	(0)- 1 BEDROOM UNITS (COMMUNITY HOUSING) (0)- 2 BEDROOM UNITS (CONDOS)	
	THIRD LEVEL	4680 SQ. FT. ALVING (CONDOS) 860 SQ. FT. CIRCULATION 1351 SQ. FT. CORRIDOR 1204 SQ. FT. PRIVATE ROOF TERRACE	4640 SQ. FT. (EXCLUDING 3RD FLOOR STAIRWELLS FROM 2ND FLOOR & ELEVATOR)	(0)- 3 BEDROOM UNITS (CONDOS)	
	FOURTH LEVEL	5731 SQ. FT. ALVING (CONDOS) 92 SQ. FT. CIRCULATION 1299 SQ. FT. CORRIDOR 5499 SQ. FT. ROOF TERRACE	4681 SQ. FT. (EXCLUDING 4TH FLOOR STAIRWELLS & ELEVATOR)	(0)- 3 BEDROOM UNITS (CONDOS)	
BUILDING CONSTRUCTION PROTECTED WOOD CONSTRUCTION (TYPE V-0)		TOTAL 8,799 SQ. FT. UNDERGROUND PARKING 860 SQ. FT. RETAIL SPACE 894 SQ. FT. LOBBIES 2,499 SQ. FT. CIRCULATION 5,090 SQ. FT. ALVING (COMMUNITY HOUSING) 25,104 SQ. FT. ALVING (CONDOS) 5,329 SQ. FT. CORRIDOR 4441 SQ. FT. ROOF TERRACE	TOTAL PROVIDED PER PAR: 48140 SQ. FT. PAR: 121 (TOTAL GROSS SQ. FT.: 95250 SQ. FT.)	(0)- 1 BEDROOM UNITS (COMMUNITY HOUSING) (0)- 2 BEDROOM UNITS (CONDOS) (0)- 3 BEDROOM UNITS (CONDOS) 17 TOTAL UNITS	5280 SQ. FT. > 44735 SQ. FT. REQUIRED
BUILDING VOLUME FOUR STORES MAX. 17472 SF PER FLOOR PLATE					TOTAL GROSS SQ. FT. W/OUT GARAGE: 454735 SQ. FT. VS. MARKET RATE 0% 12589 (6049) CIRCULATING 0% 5020 (2510) RETAIL LEASE 0% 7364 (4425) COMMON SF: 5499 (2750)
<b>PARKING COUNT</b>					
	1 BEDROOM UNITS (COMMUNITY HOUSING)	(0)- 1 BEDROOM UNITS	0 PARKING/UNIT	0 PARKING NEEDED	0 PARKING NEEDED PER COMMUNITY HOUSING EXEMPTION
	2 BEDROOM UNITS (CONDOS)	(0)- UNITS UNDER 3024 SF (0)- UNITS OVER 3024 SF	1 PARKING/UNIT 2 PARKING/UNIT	7 PARKING NEEDED 10 PARKING NEEDED	TOTAL 17 PARKING PROVIDED- UNDERGROUND PARKING (1 OF WHICH IS RESERVED)
	RETAIL	8799 NSQ. FT. RETAIL	1 PARKING/1500 SQ. FT. INITIAL REDUCTION OF 5000 SQ. FT.)	4 PARKING NEEDED	4 ON STREET PARKING PROVIDED ++EXACT ON STREET PARKING TBD++
			4 TOTAL PARKING NEEDED	4 ON STREET PARKING PROVIDED ++EXACT ON STREET PARKING TBD++	

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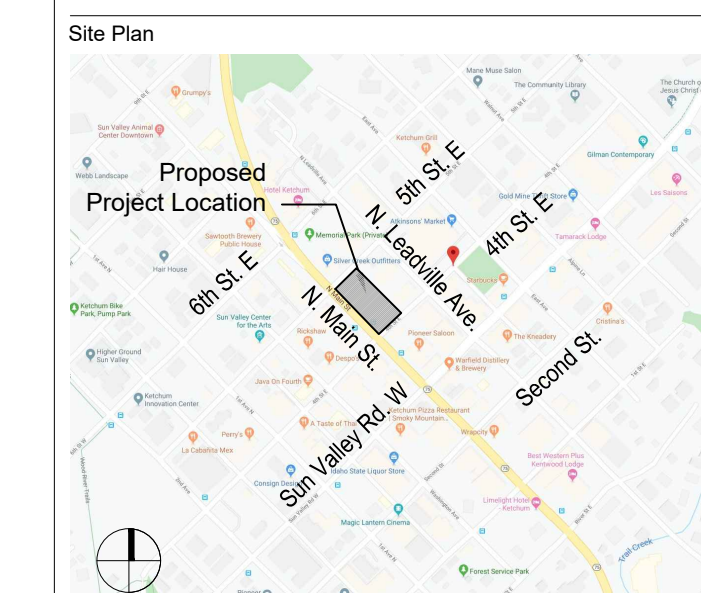
**MIXED USE DEVELOPMENT**

4TH & MAIN ST.  
KETCHUM, BLAINE COUNTY,  
IDAHO 84117

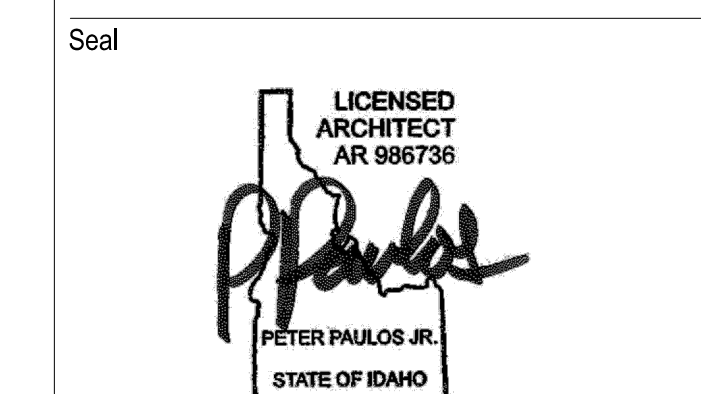
Prepared For: SOLSTICE DEVELOPMENT  
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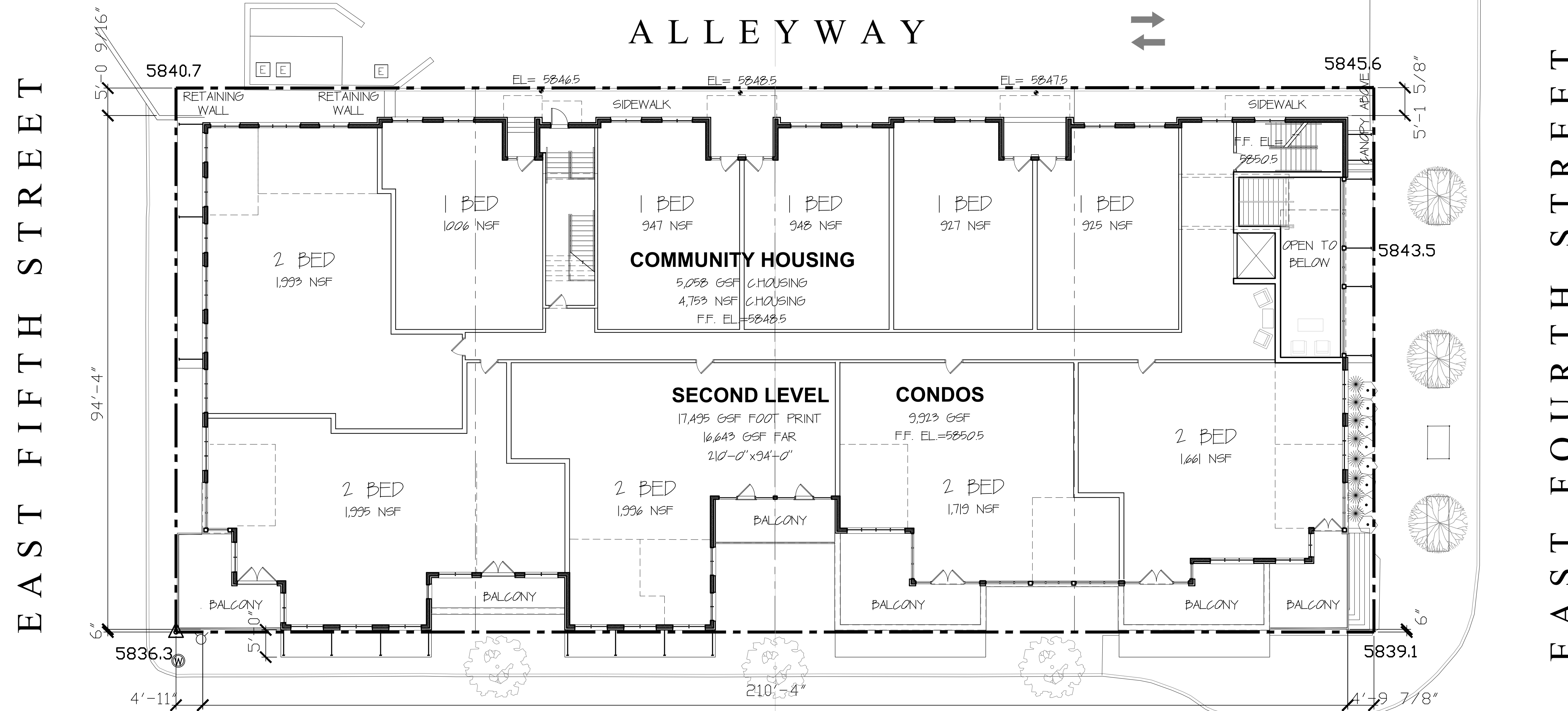


No.	Date	Issue
1.	2010/01/05	CLIENT REVISIONS
2.	2010/04/25	ELEVATION REVISIONS
3.	2010/05/14	COMMISSION RESUBMISSION
4.	2010/09/25	COMMISSION RESUBMISSION
7.	2010/12/07	DESIGN REVIEW

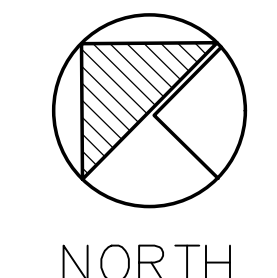
**SECOND FLOOR PLAN**

Date: 2010/01/27 Project No.: 20-00  
Scale: 3/32"=1'-0" CAD File Name: base-floor plans  
Design: sbz Checked:  
Sheet No.:

A1.1



1 SECOND FLOOR PLAN  
SCALE: 3/32"=1'-0"



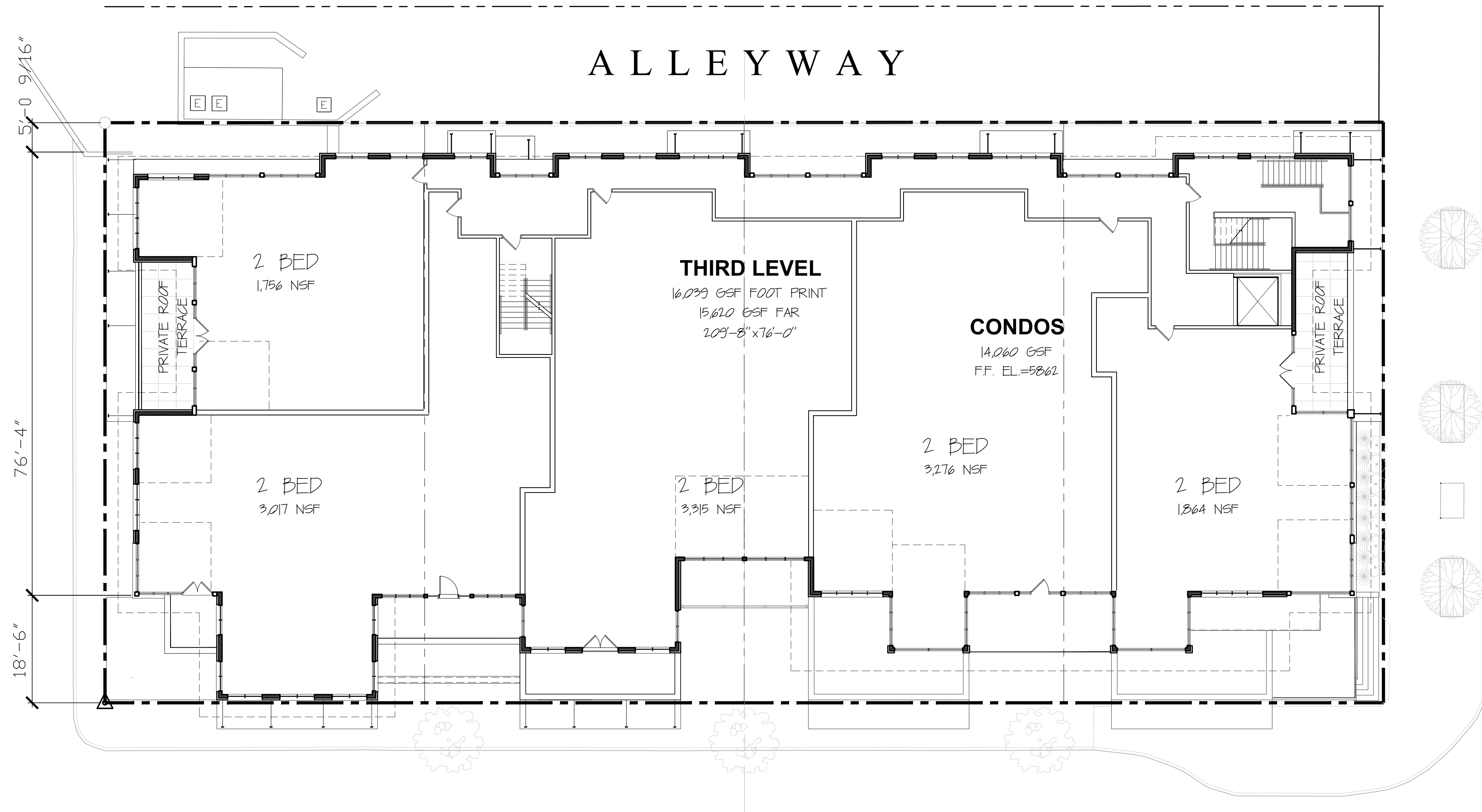
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EAST FIFTH STREET



1 THIRD FLOOR PLAN  
A1.2 SCALE: 3/32"=1'-0"



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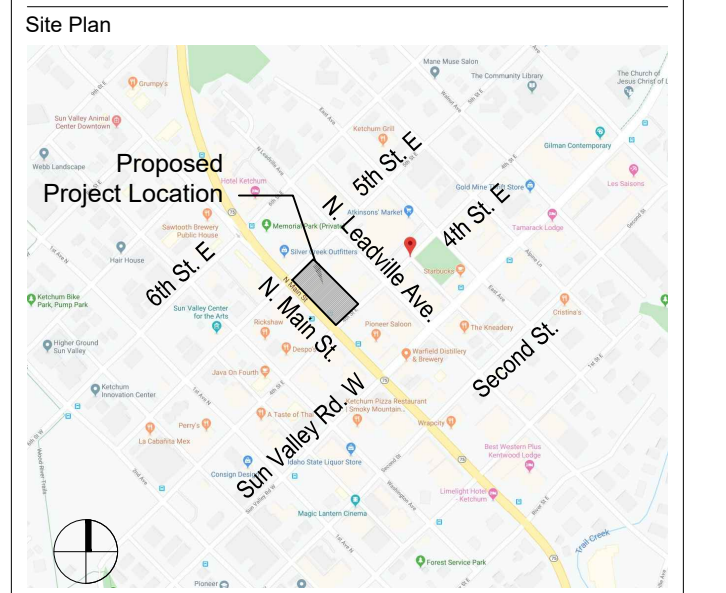
MIXED USE DEVELOPMENT

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KETCHUM, BLAINE COUNTY,  
IDAHO 84117

Prepared For: SOLSTICE DEVELOPMENT  
4686 HIGHLAND DR. #224  
MILLCREEK, UT 84117

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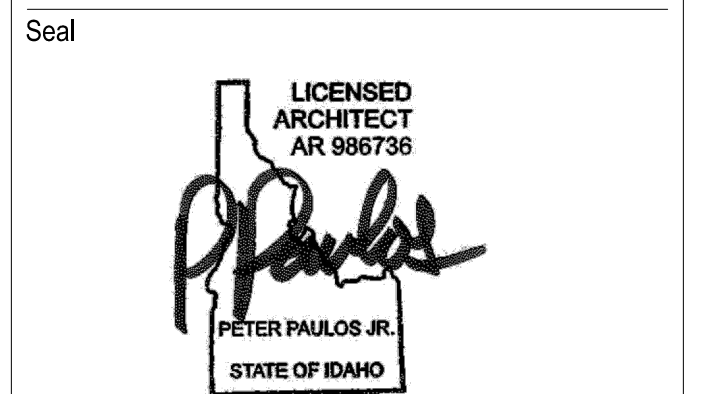
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No.	Date	Issue
1.	2010/01/05	CLIENT REVISIONS
2.	2010/01/29	ELEVATION REVISIONS
5.	2010/05/14	COMMISSION RESUBMISSION
6.	2010/09/15	COMMISSION RESUBMISSION
7.	2010/12/07	DESIGN REVIEW

THIRD FLOOR PLAN

Date: 2010/01/27 Project No.: 20-00  
Scale: 3/32"=1'-0" CAD File Name: base-floor plans  
Design: sbz Checked:  
Sheet No.:

A1.2

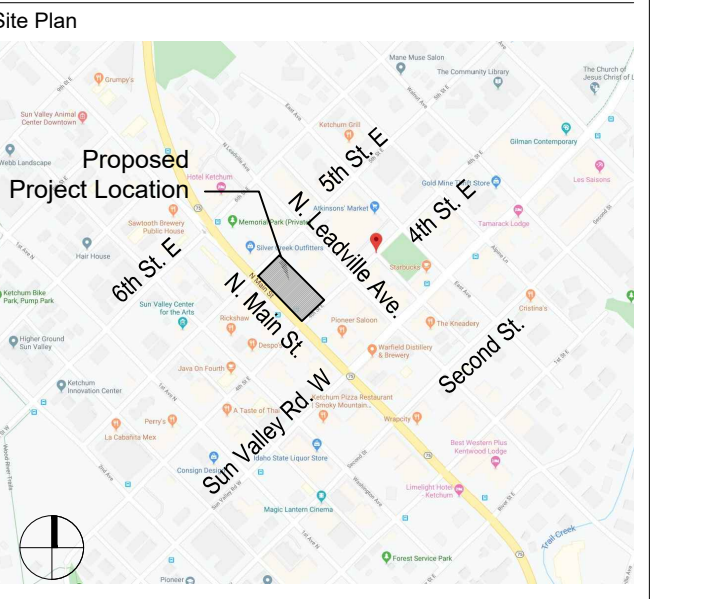
**MIXED USE DEVELOPMENT**

4TH & MAIN ST.  
KETCHUM, BLAINE COUNTY,  
IDAHO 84117

Prepared For: SOLSTICE DEVELOPMENT  
4686 HIGHLAND DR. #224  
MILLCREEK, UT 84117

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ARCHITECTS

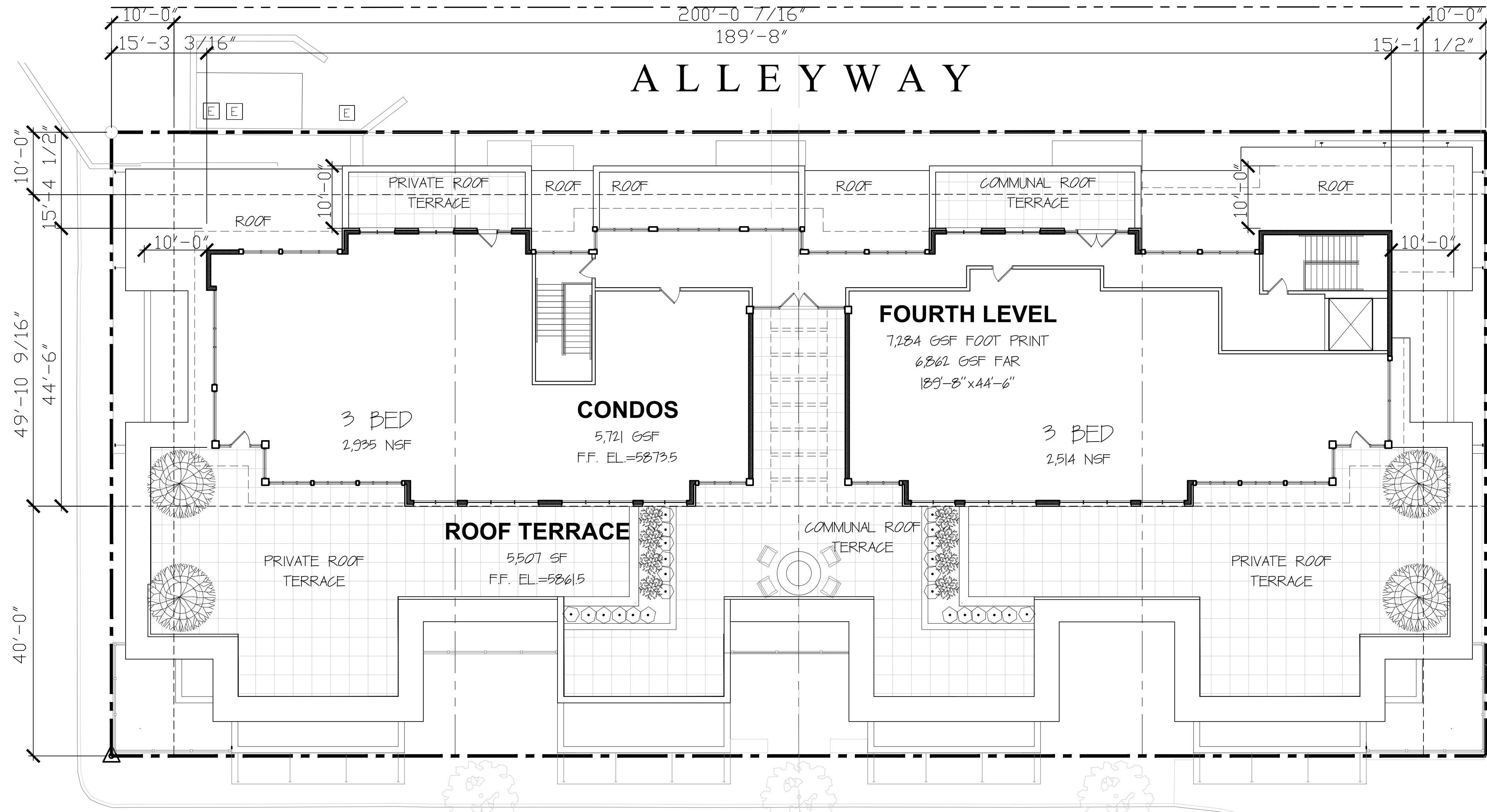
38 Taunton Hill Road  
Newtown, Connecticut 06470  
203-426-6500 tel. 203-426-6503 fax  
ph-archs.com



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EAST FIFTH STREET

EAST FOURTH STREET



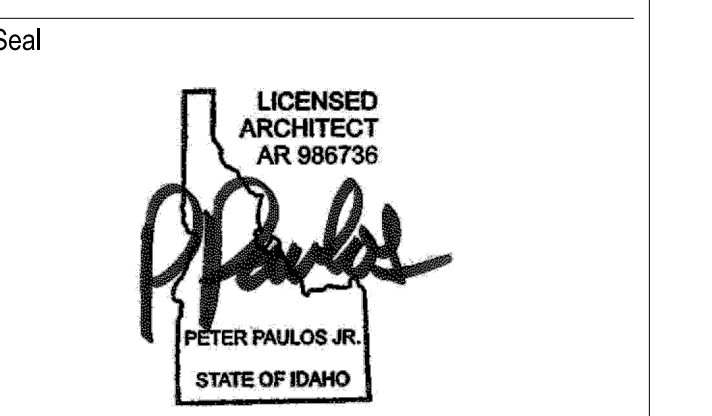
① FOURTH FLOOR PLAN  
A1.3 SCALE: 3/32"=1'-0"

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Revisions

No.	Date	Issue
1.	2020/01/05	CLIENT REVISIONS
2.	2020/04/29	ELEVATION REVISIONS
5.	2020/05/14	COMMISSION RESUBMISSION
6.	2020/09/25	COMMISSION RESUBMISSION
7.	2020/12/07	DESIGN REVIEW

**FOURTH FLOOR PLAN**

Date: 2020/01/27 Project No.: 20-00  
Scale: 3/32"=1'-0" CAD File Name: base-floor plans  
Design: sbz Checked:  
Sheet No.:

A1.3  
P H ARCHITECTS, LLC

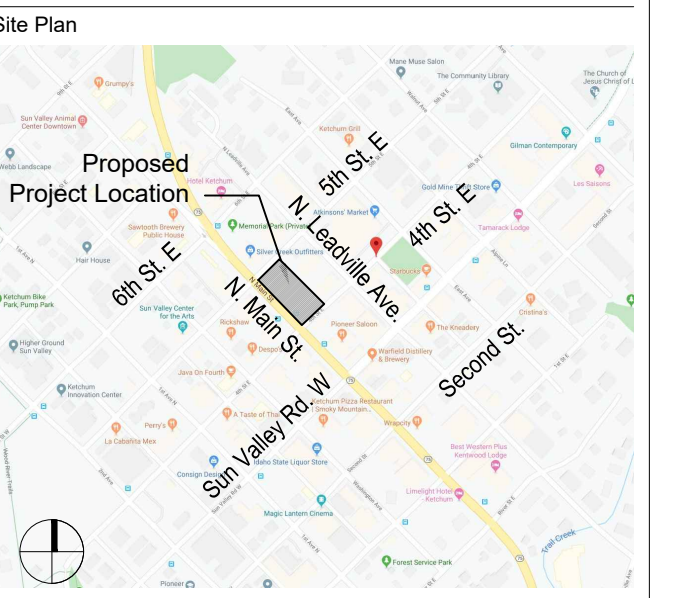
**MIXED USE DEVELOPMENT**

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KETCHUM, BLAINE COUNTY,  
IDAHO 84117

Prepared For: SOLSTICE DEVELOPMENT  
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Seal  
**LICENSED ARCHITECT**  
AR 986736  
*P. Paulos*  
PETER PAULOS JR.  
STATE OF IDAHO

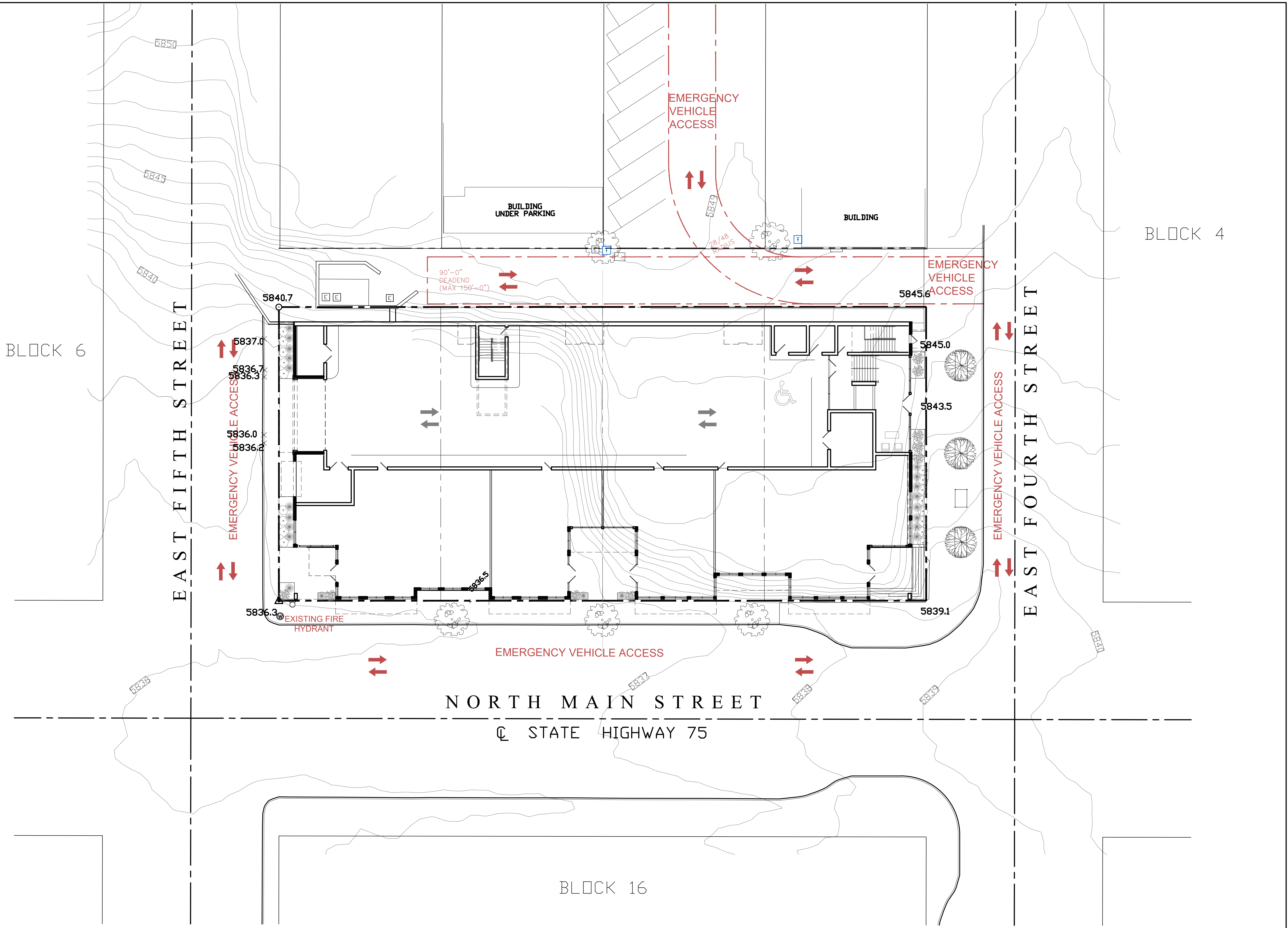
Revisions

No.	Date	Issue
1.	2010/01/05	CLIENT REVISIONS
3.	2010/01/29	ELEVATION REVISIONS
5.	2010/05/14	COMMISSION RESUBMISSION
6.	2010/05/15	COMMISSION RESUBMISSION
7.	2010/12/01	DESIGN REVIEW

**EMERGENCY VEHICLE ACCESS**

Date: 2010/01/01 Project No.: 20-00  
Scale: 1/16" = 1'-0" CAD File Name:  
Design: sbz base-floor plans  
Sheet No.: Checked:

**A1.4**



**EMERGENCY VEHICLE ACCESS**  
SCALE: 1/16" = 1'-0"

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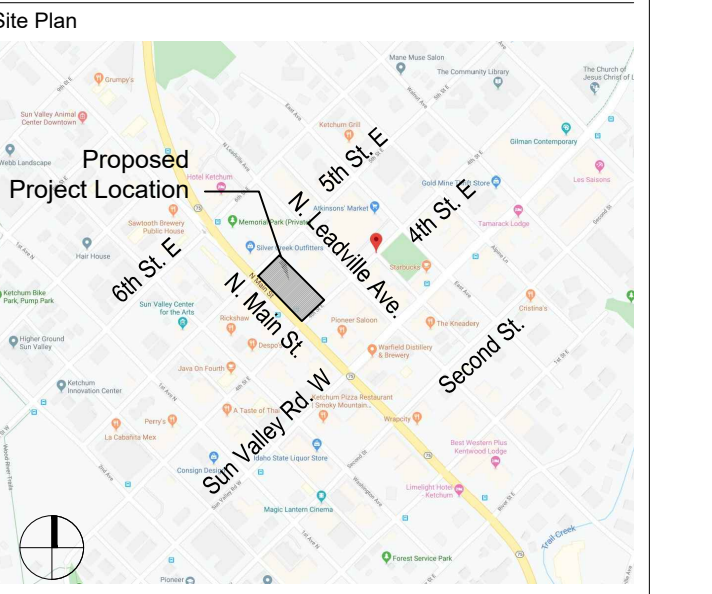
# MIXED USE DEVELOPMENT

4TH & MAIN ST.  
KETCHUM, BLAINE COUNTY,  
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Prepared For: SOLSTICE DEVELOPMENT  
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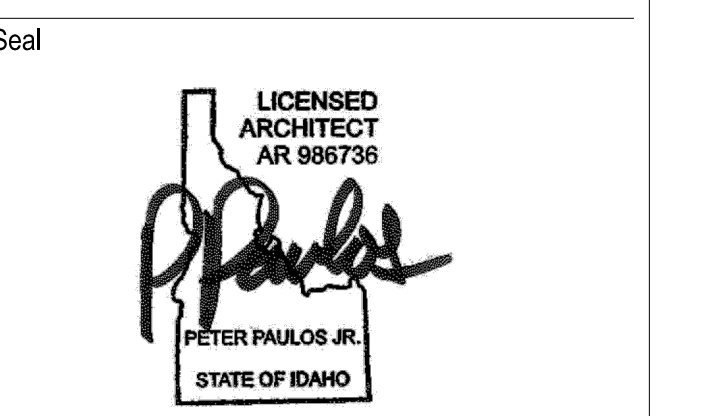
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PROPOSED FLOOR FOOTPRINTS—  
MAIN LEVEL FLR VS 2ND FLR  
VS 3RD FLR VS 4TH FLR

**BUILDING FOOTPRINT DIA.**  
SCALE: 1/16"=1'-0"



**Revisions**

No.	Date	Issue
1.	2010/01/05	CLIENT REVISIONS
2.	2010/03/09	PER COMMISSION COMMENTS
3.	2010/04/29	ELEVATION REVISIONS
5.	2010/05/14	COMMISSION RESUBMISSION
6.	2010/05/25	COMMISSION RESUBMISSION
7.	2010/12/07	DESIGN REVIEW

**BUILDING FOOTPRINT DIAGRAM**

Date: 2010/03/09 Project No.: 20-00  
Scale: 1/16"=1'-0" CAD File Name:  
Design: sbz base-floor plans  
Sheet No.: Checked:

**A1.5**  
P H ARCHITECTS, LLC



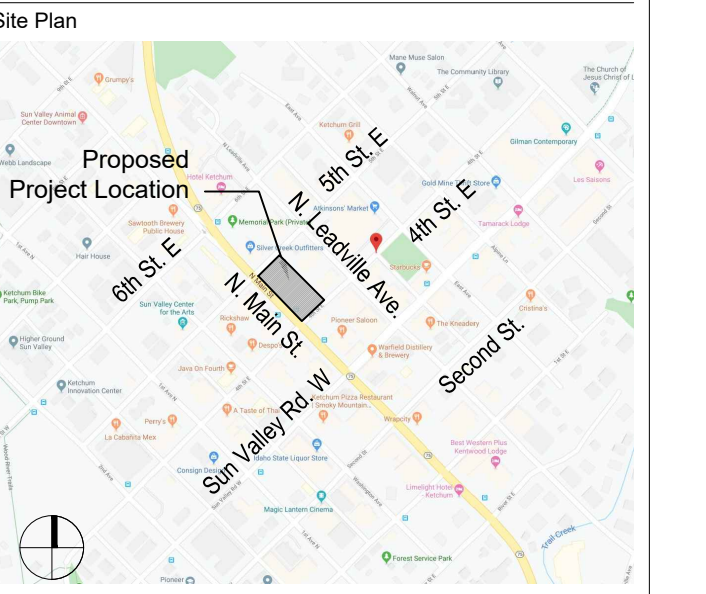
# MIXED USE DEVELOPMENT

4TH & MAIN ST.  
KETCHUM, BLAINE COUNTY,  
IDAHO 84117

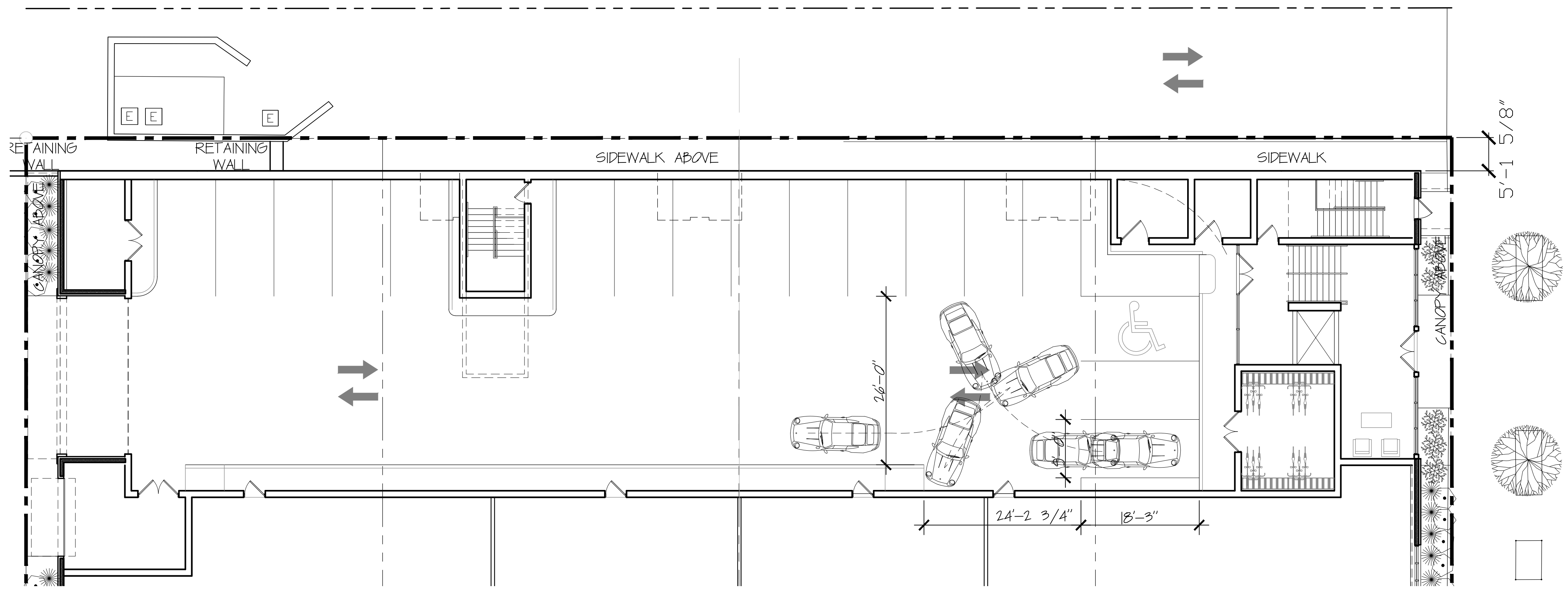
Prepared For: SOLSTICE DEVELOPMENT  
4686 HIGHLAND DR. #224  
MILLCREEK, UT 84117

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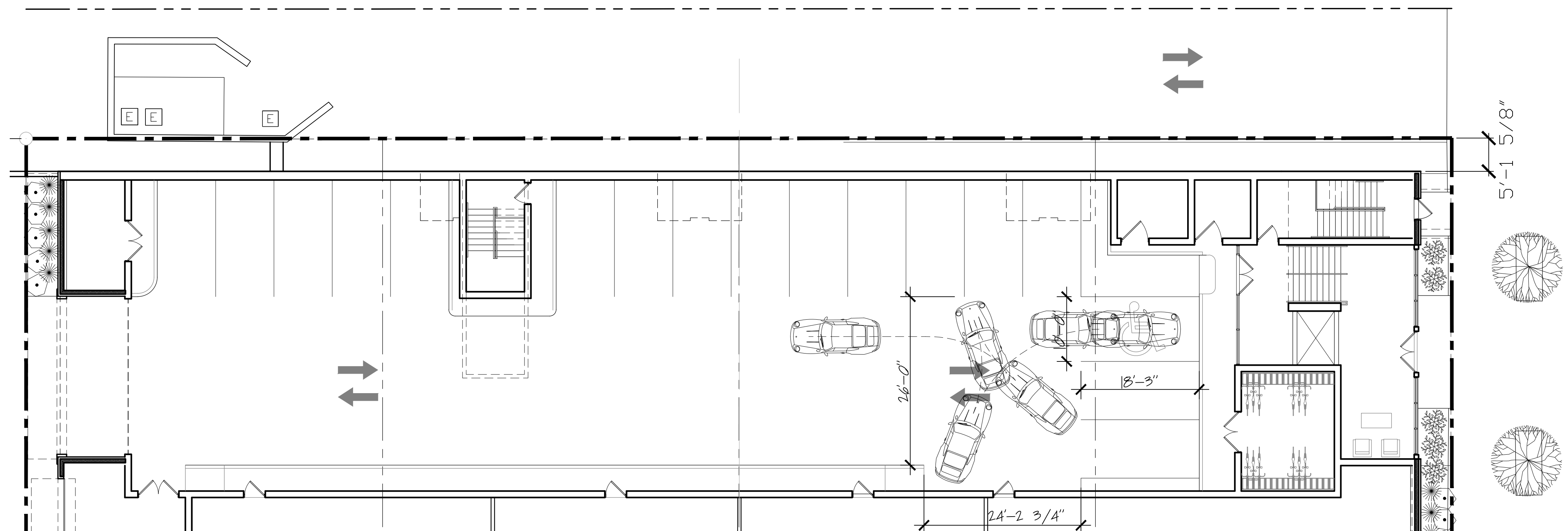
38 Taunton Hill Road  
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203-426-6500 tel. 203-426-6503 fax  
ph-archs.com



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2 END SPACE-PARKING DIAGRAM  
SCALE: 3/32"=1'-0"



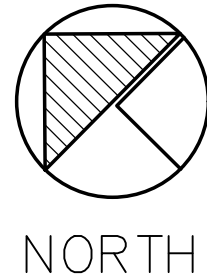
1 HANDICAP END SPACE-PARKING DIAGRAM  
SCALE: 3/32"=1'-0"

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LICENSED ARCHITECT  
AR 986736  
PETER PAULOS JR.  
STATE OF IDAHO

No.	Date	Issue
1.	2020/01/05	CLIENT REVISIONS
2.	2020/03/09	PER COMMISSION COMMENTS
5.	2020/05/14	COMMISSION RESUBMISSION
6.	2020/03/25	COMMISSION RESUBMISSION
7.	2020/12/01	DESIGN REVIEW

## PARKING DIAGRAMS

Date: 2020/03/09 Project No.: 20-00  
Scale: 3/32"=1'-0" CAD File Name: base-floor plans  
Design: sbz Checked:  
Sheet No.:

A1.6

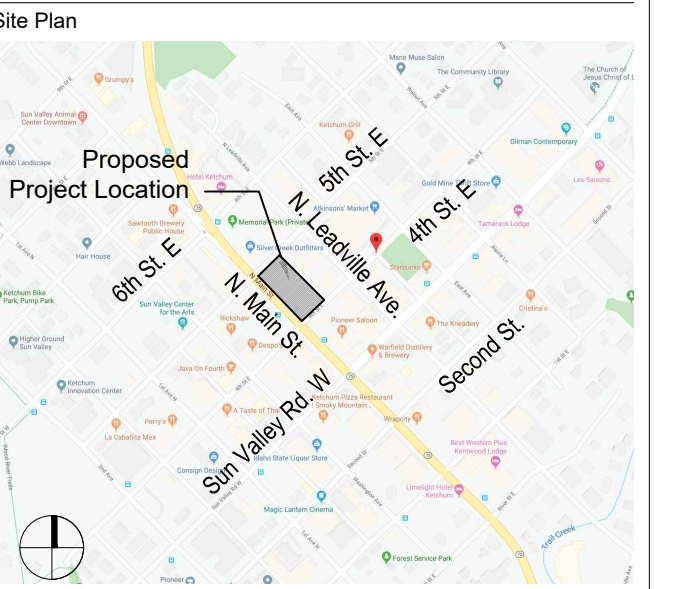
# MIXED USE DEVELOPMENT

4TH & MAIN ST.  
KETCHUM, BLAINE COUNTY,  
IDAHO 84117

Prepared For: SOLSTICE DEVELOPMENT  
4686 HIGHLAND DR. #224  
MILLCREEK, UT 84117

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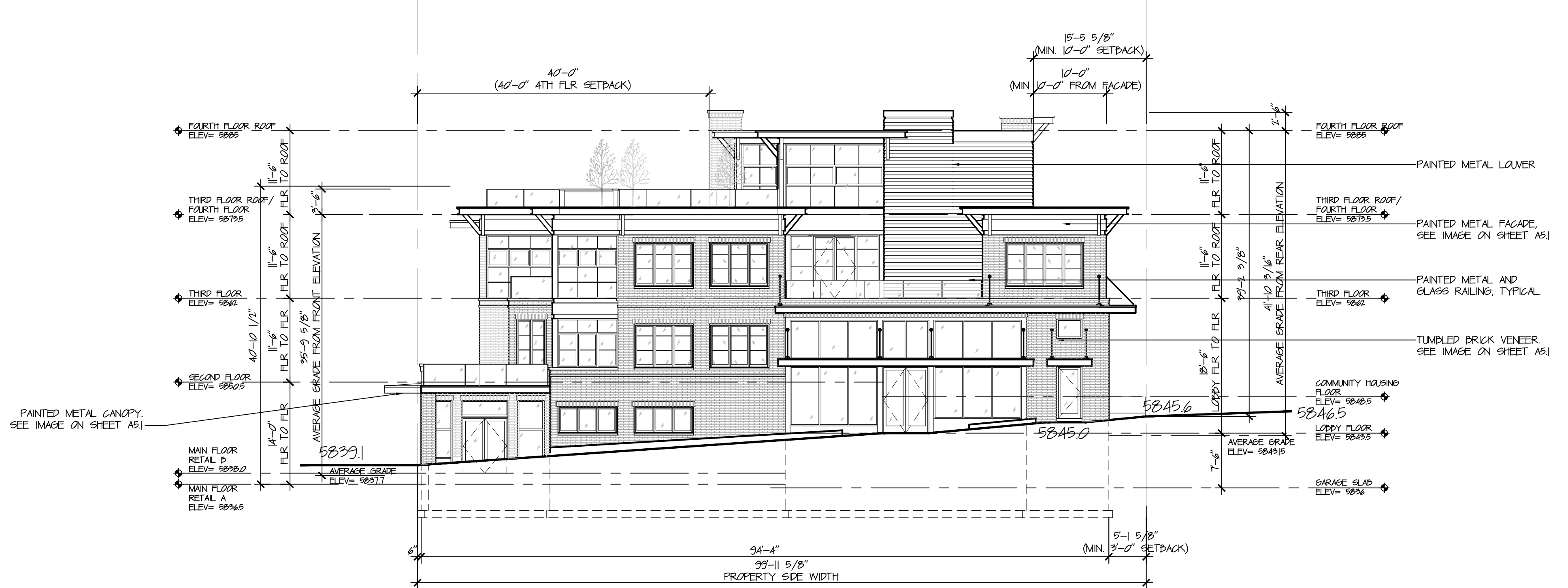
Project Team:  
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(208) 725-0988 tel.  
(208) 725-0972 fax



1 FRONT EXTERIOR ELEVATION  
SCALE: 3/32"=1'-0"



2 SIDE EXTERIOR ELEVATION (SOUTH)  
SCALE: 3/32"=1'-0"

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LICENSED ARCHITECT AR 986736  
*Peter Paulos Jr.*  
PETER PAULOS JR.  
STATE OF IDAHO

Revisions

No.	Date	Issue
1.	2020/01/05	CLIENT REVISIONS
2.	2020/01/21	ELEVATION REVISIONS
3.	2020/01/29	ELEVATION REVISIONS
4.	2020/05/12	GRADING COORDINATION
5.	2020/05/14	COMMISSION RESUBMISSION
6.	2020/05/25	COMMISSION RESUBMISSION
7.	2020/10/07	DESIGN REVIEW

## FRONT & SIDE EXTERIOR ELEVATIONS

Date: 2020/01/07  
Scale: 3/32"=1'-0"  
Design: sbz  
Sheet No.:

Project No.: 20-00  
CAD File Name: base-ext elev.  
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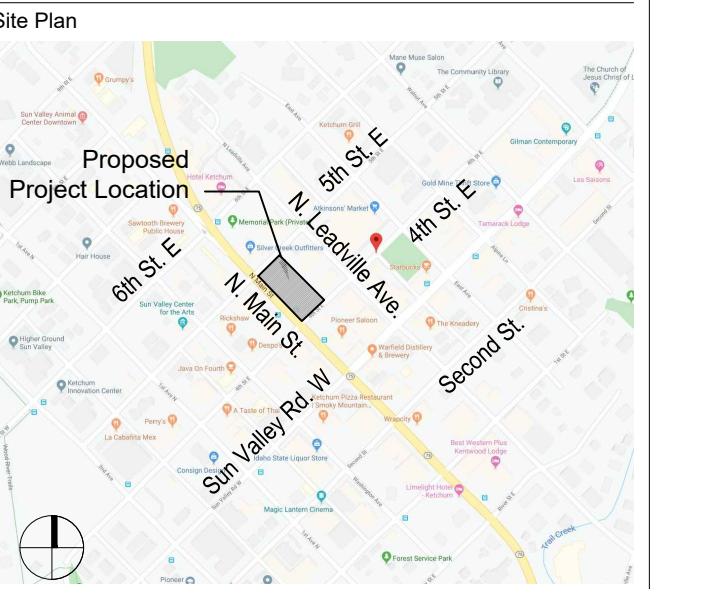
# MIXED USE DEVELOPMENT

4TH & MAIN ST.  
KETCHUM, BLAINE COUNTY,  
IDAHO 84117

Prepared For: SOLSTICE DEVELOPMENT  
4686 HIGHLAND DR. #224  
MILLCREEK, UT 84117

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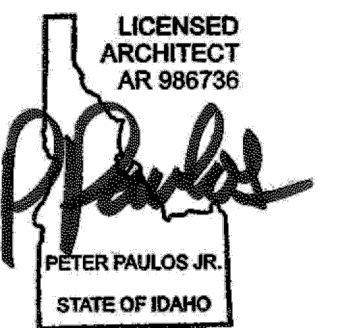


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No.	Date	Issue
1.	2010/01/05	CLIENT REVISIONS
2.	2010/04/21	ELEVATION REVISIONS
3.	2010/04/29	ELEVATION REVISIONS
4.	2010/05/12	GRADING COORDINATION
5.	2010/05/14	COMMISSION RESUBMISSION
6.	2010/09/15	COMMISSION RESUBMISSION
7.	2010/12/01	DESIGN REVIEW

### REAR & SIDE EXTERIOR ELEVATIONS

Date: 2010/01/01 Project No.: 20-001  
Scale: 3/32"=1'-0" CAD File Name: base-ext elev.  
Design: sbz Checked:  
Sheet No.:

# A2.1



1 REAR EXTERIOR ELEVATION  
SCALE: 3/32"=1'-0"



2 SIDE EXTERIOR ELEVATION (NORTH)  
SCALE: 3/32"=1'-0"

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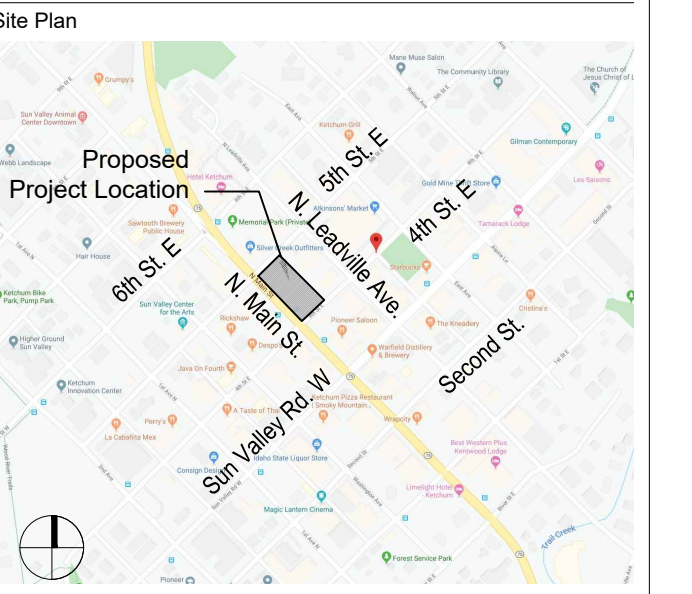
# MIXED USE DEVELOPMENT

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KETCHUM, BLAINE COUNTY,  
IDAHO 84117

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4686 HIGHLAND DR. #224  
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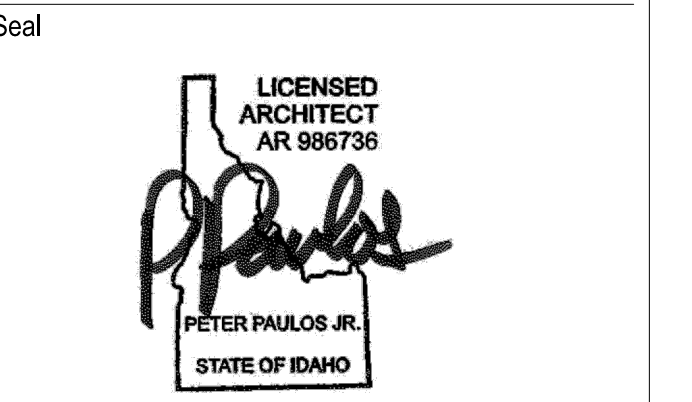
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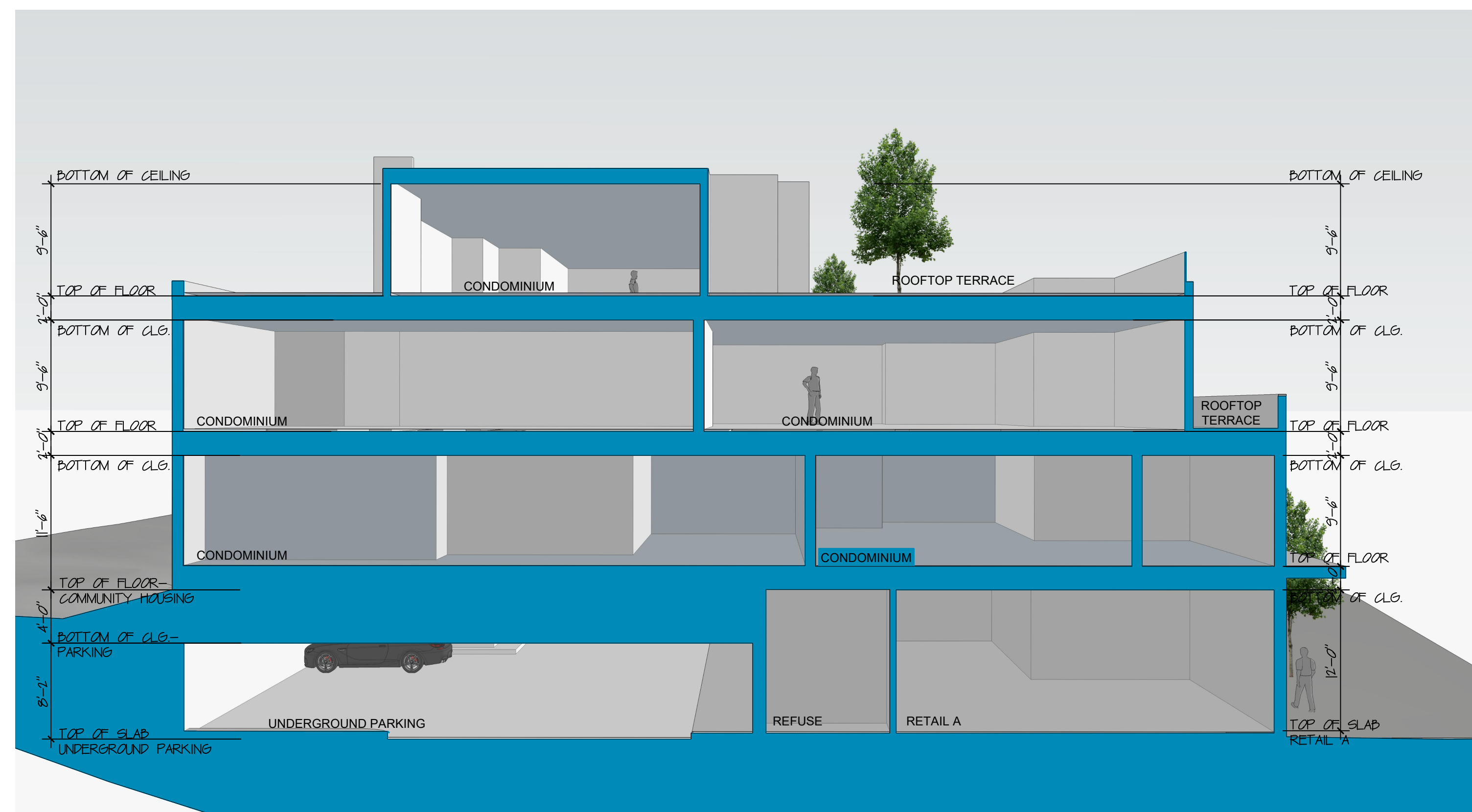


No.	Date	Issue
5.	2010/05/14	COMMISSION RESUBMISSION
6.	2010/09/15	COMMISSION RESUBMISSION
7.	2010/11/01	DESIGN REVIEW

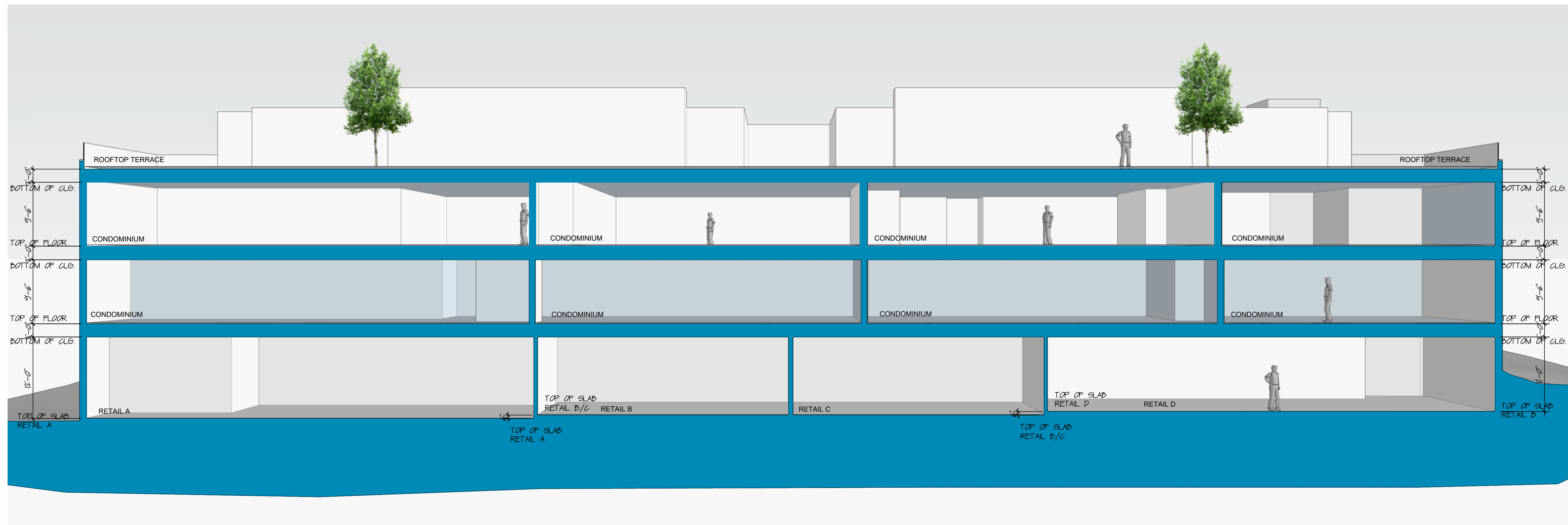
## BUILDING SECTIONS

Date: 2010/11/11 Project No.:  
Scale: 1/8"=1'-0" CAD File Name:  
Design: s b z Checked:  
Sheet No.:

**A3.0**



**BUILDING SECTION-RETAIL A**  
SCALE: 1/8"=1'-0"



**LONGITUDINAL BUILDING SECTION**  
SCALE: 1/8"=1'-0"

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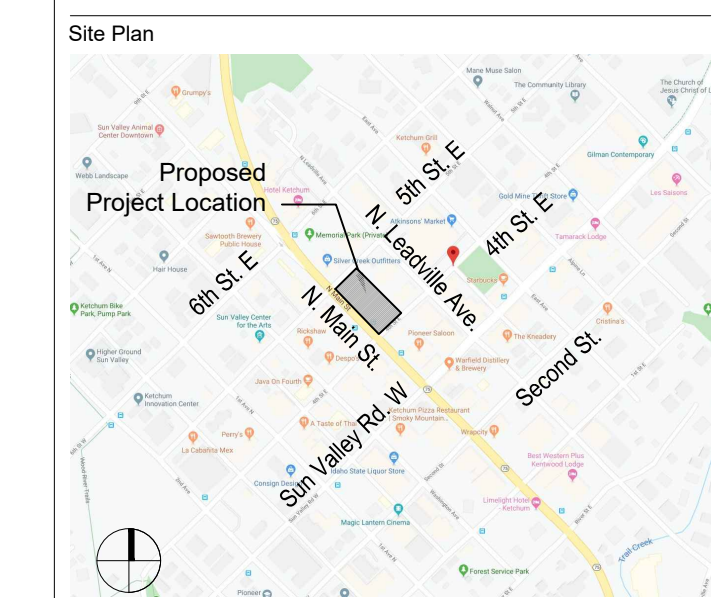
# MIXED USE DEVELOPMENT

4TH & MAIN ST.  
KETCHUM, BLAINE COUNTY,  
IDAHO 84117

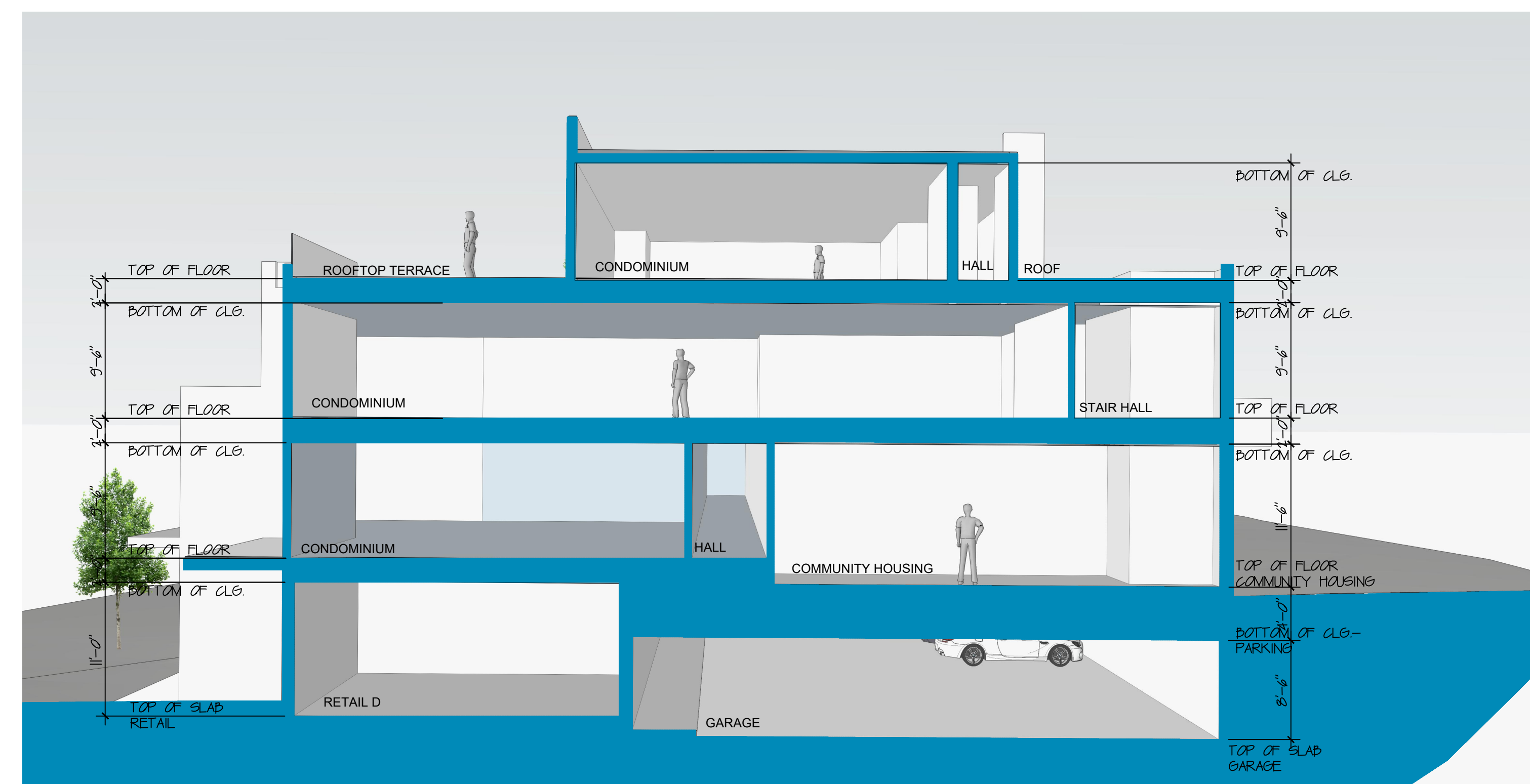
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4686 HIGHLAND DR. #224  
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**BUILDING SECTION-RETAIL D**  
SCALE: 1/8"=1'-0"

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PETER PAULOS JR.  
STATE OF IDAHO

Revisions	No.	Date	Issue
	5.	2020/05/14	COMMISSION RESUBMISSION
	6.	2020/08/25	COMMISSION RESUBMISSION
	7.	2020/12/07	DESIGN REVIEW

### BUILDING SECTIONS

Date: 2020/11/11  
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Design: s b z  
Sheet No.:  
Project No.:  
CAD File Name:  
Checked:

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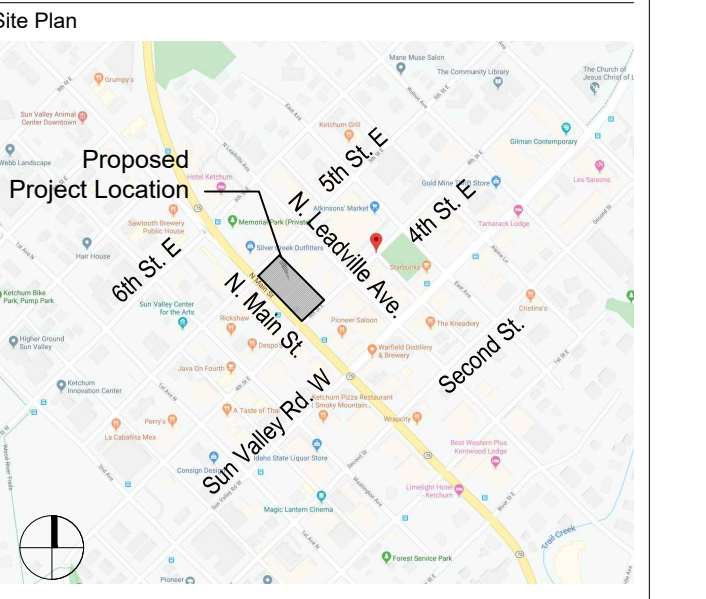
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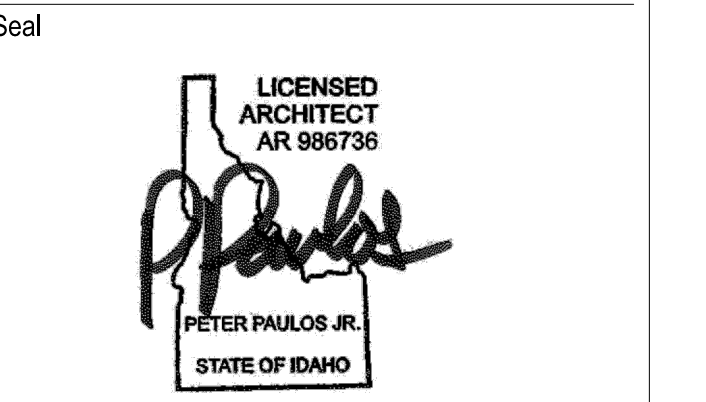
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(208) 725-0988 tel.  
(208) 725-0972 fax



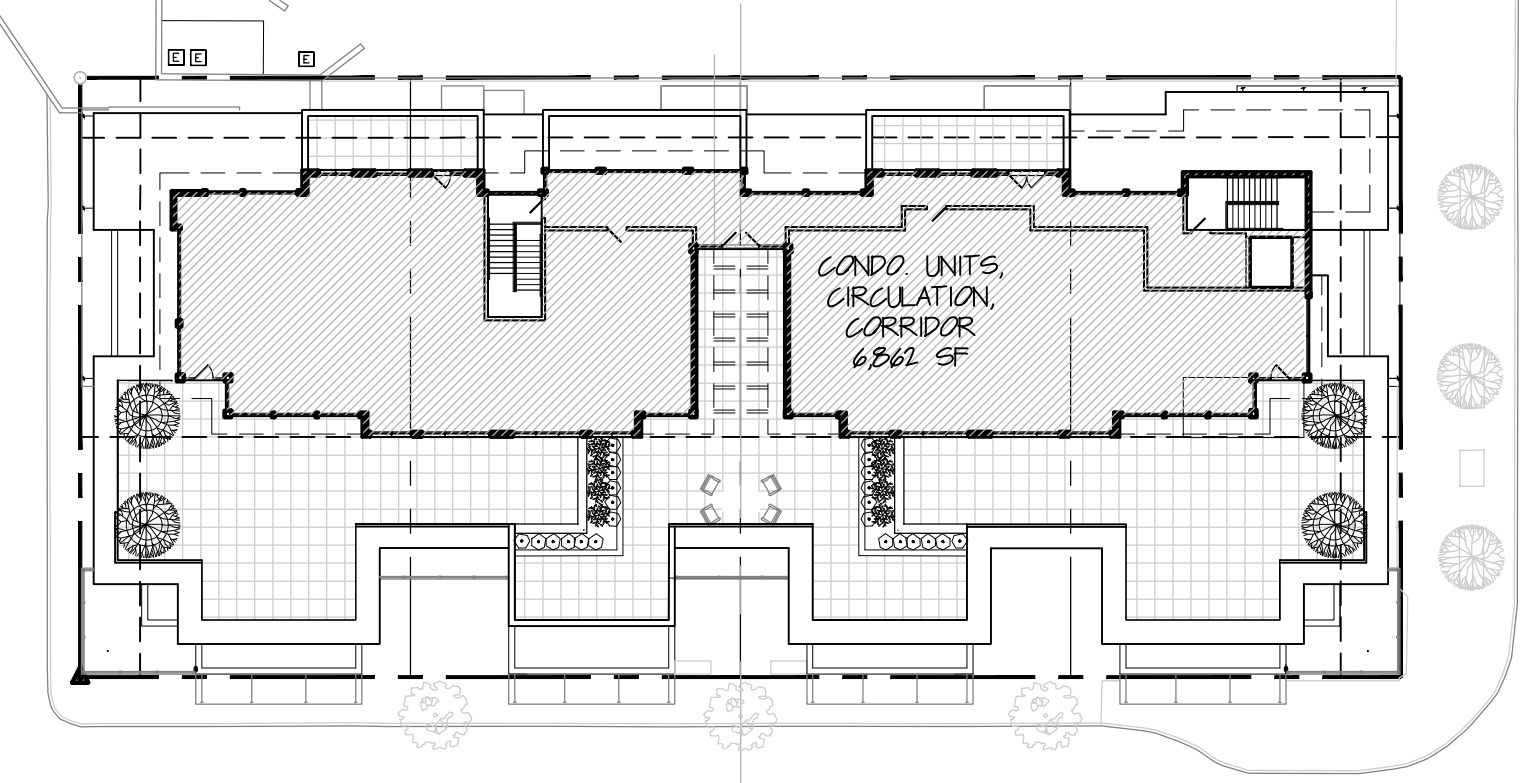
Revisions

No.	Date	Issue
1.	2010/01/05	CLIENT REVISIONS
5.	2010/05/14	COMMISSION RESUBMISSION
6.	2010/03/25	COMMISSION RESUBMISSION
7.	2010/12/01	DESIGN REVIEW

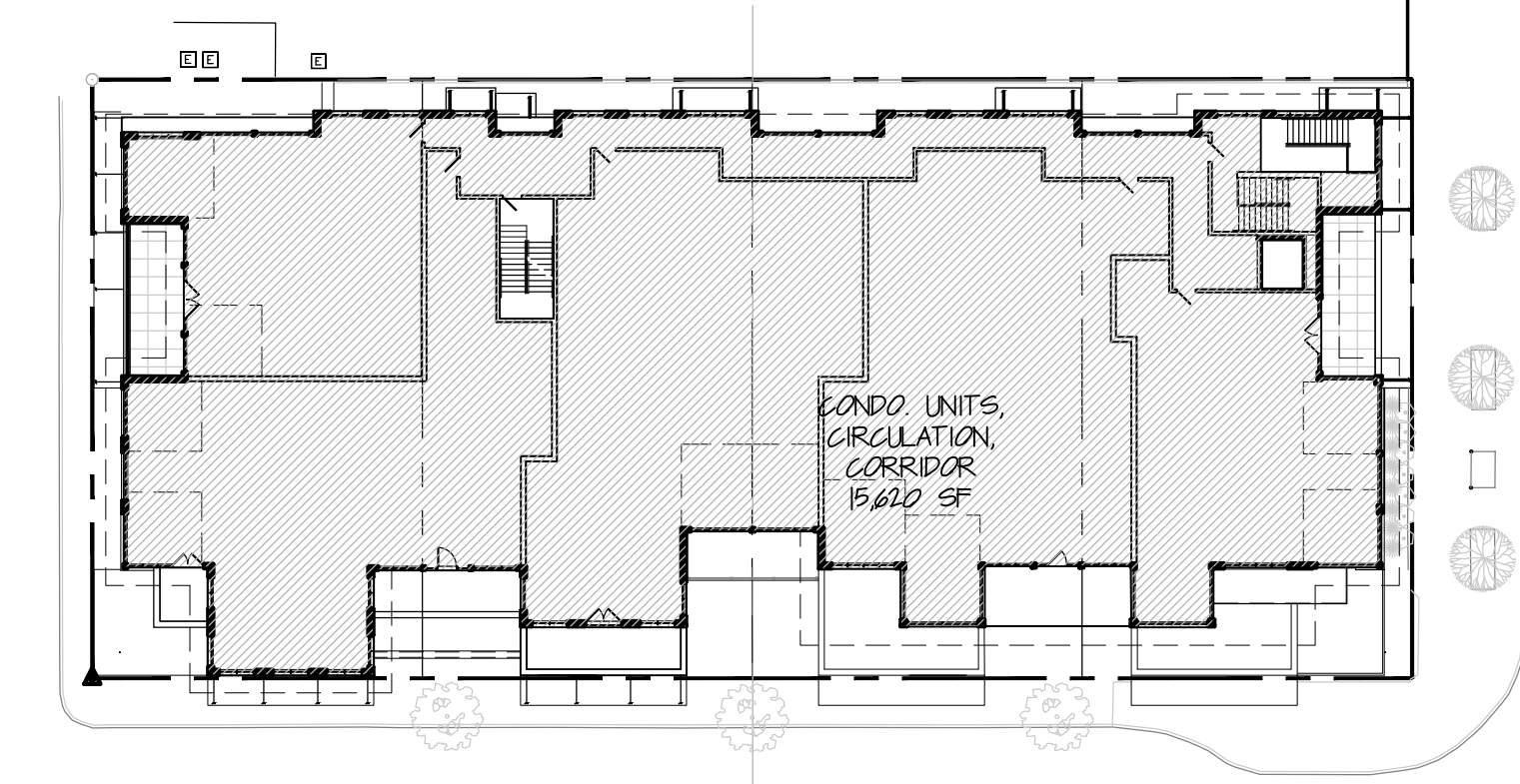
## F.A.R. CALCULATIONS

Date: 2010/1/17 Project No.:  
Scale: 1/32"=1'-0" CAD File Name:  
Design: s b z Checked:  
Sheet No.:

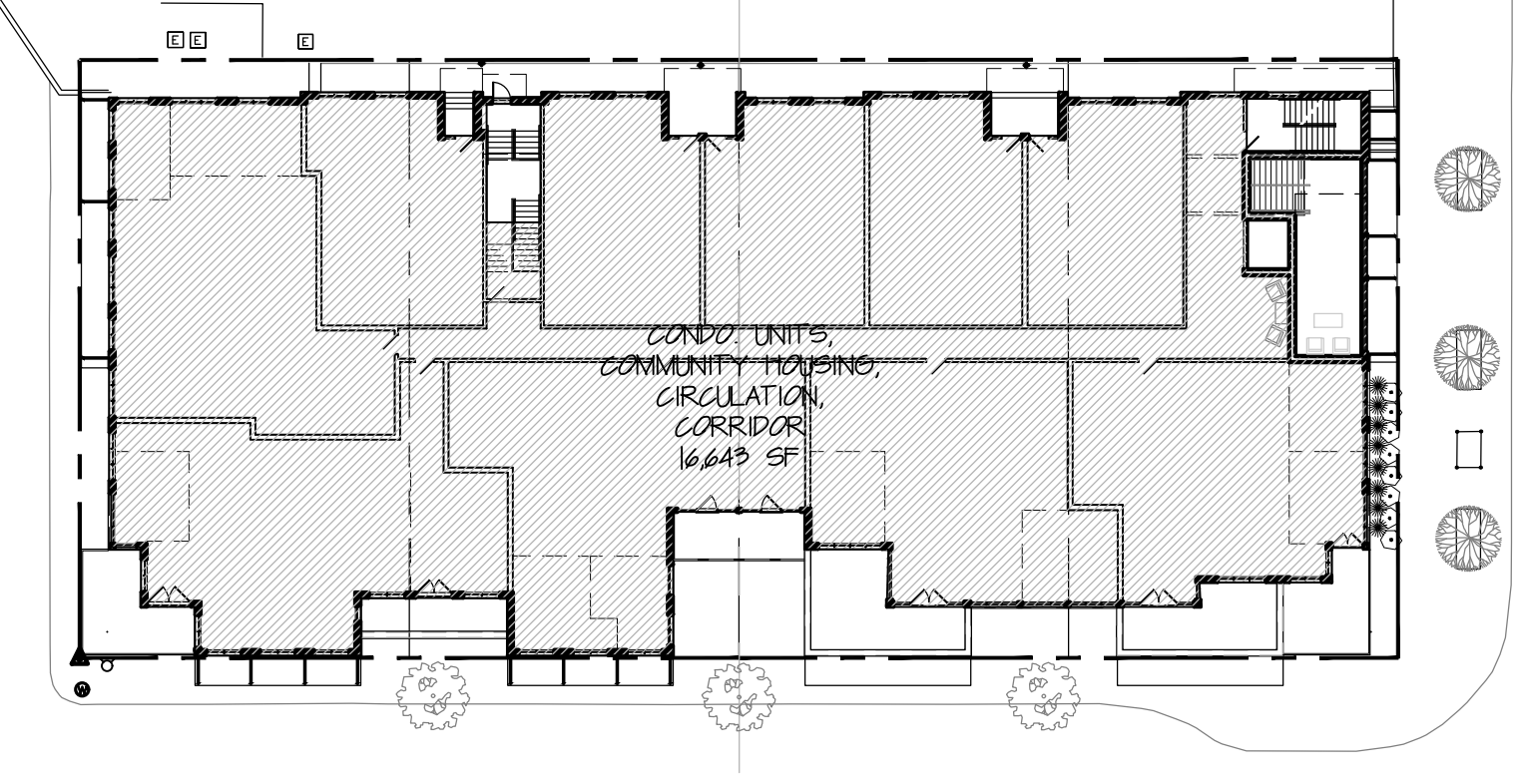
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P H ARCHITECTS, LLC



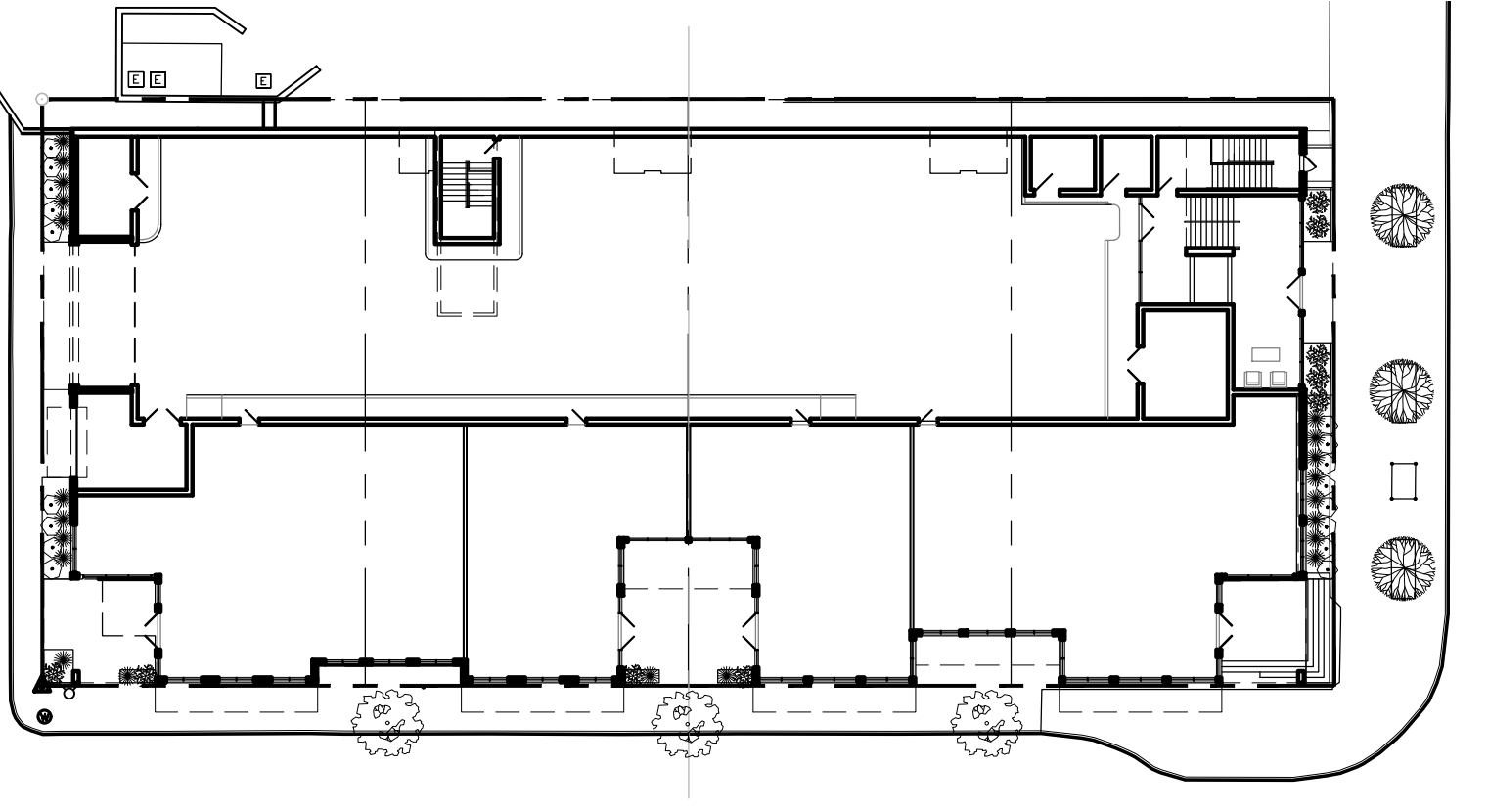
**5** FOURTH FLOOR F.A.R.  
SCALE: 1/32"=1'-0"



**4** THIRD FLOOR F.A.R.  
SCALE: 1/32"=1'-0"



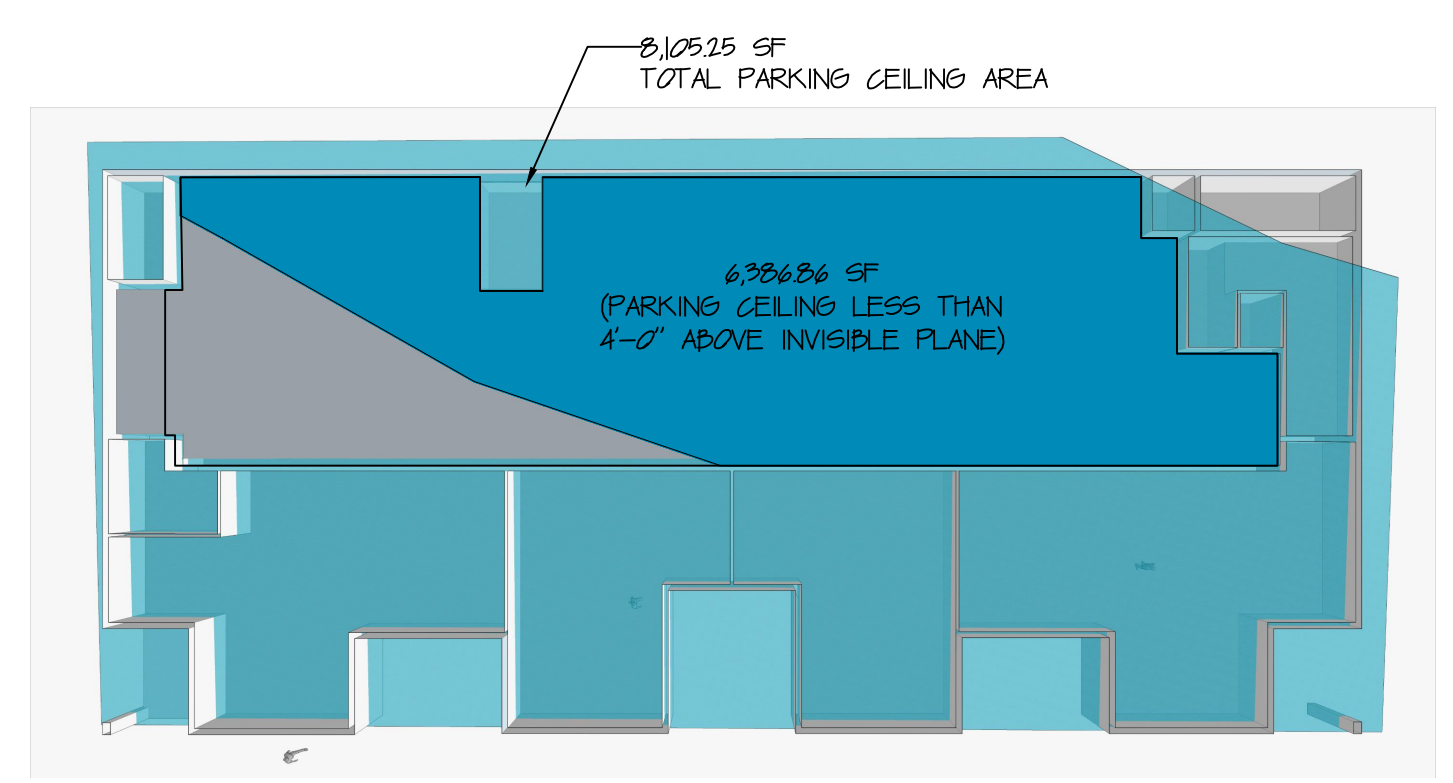
**3** SECOND FLOOR F.A.R.  
SCALE: 1/32"=1'-0"



**2** FIRST FLOOR F.A.R.  
SCALE: 1/32"=1'-0"

9524 GSF FIRST FLOOR  
16643 GSF SECOND FLOOR  
15610 GSF THIRD FLOOR  
4262 GSF FOURTH FLOOR  
48,649 GSF TOTAL FLOOR AREA

48,649 GSF TOTAL FLOOR AREA = 2.21 F.A.R. □ 2.25 ALLOWED  
21,989 SF LOT AREA



**1** UNDERGROUND PARKING DIAGRAM  
SCALE: 1/32"=1'-0"

$\frac{6,306.86 \text{ SF}}{8,105.25 \text{ SF}} = 78\%$  = 78.8% LESS THAN 4'-0" ABOVE INVISIBLE PLANE  
PARKING MEETS UNDERGROUND PARKING DEFINITION (NOT INCLUDED IN F.A.R. AREA)

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1 PERSPECTIVE RENDERING  
 A5.0 SCALE: NTS

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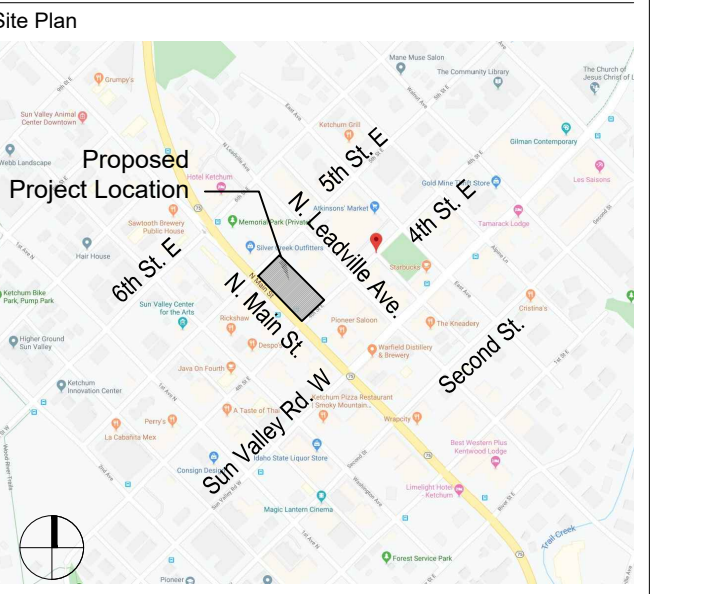
# MIXED USE DEVELOPMENT

4TH & MAIN ST.  
 KETCHUM, BLAINE COUNTY,  
 IDAHO 84117

Prepared For: SOLSTICE DEVELOPMENT  
 4686 HIGHLAND DR. #224  
 MILLCREEK, UT 84117

## P | H ARCHITECTS

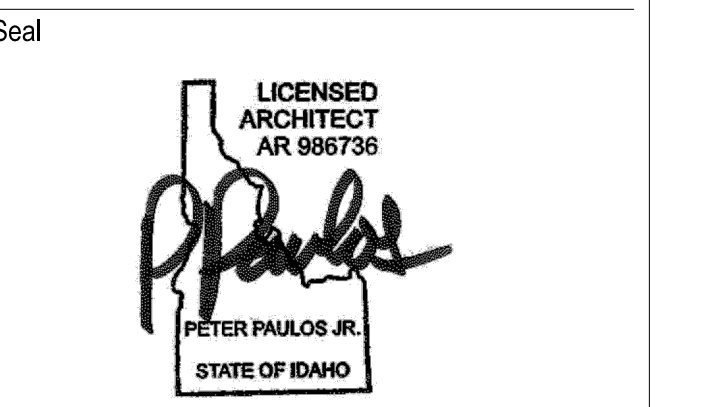
38 Taunton Hill Road  
 Newtown, Connecticut 06470  
 203-426-6500 tel. 203-426-6503 fax  
 ph-archs.com



Project Team:  
 Architect and Planner:  
**P H Architects, LLC**  
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Landscape Architect:  
 Eggers Associates, Landscape Architecture  
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No.	Date	Issue
1.	2010/01/05	CLIENT REVISIONS
5.	2010/05/14	COMMISSION RESUBMISSION
6.	2010/09/15	COMMISSION RESUBMISSION
7.	2010/12/07	DESIGN REVIEW

### PERSPECTIVE RENDERING

Date: 2010/09/15 Project No.: 20-00  
 Scale: NTS CAD File Name:  
 Design: s b z Checked:  
 Sheet No.:

A5.0

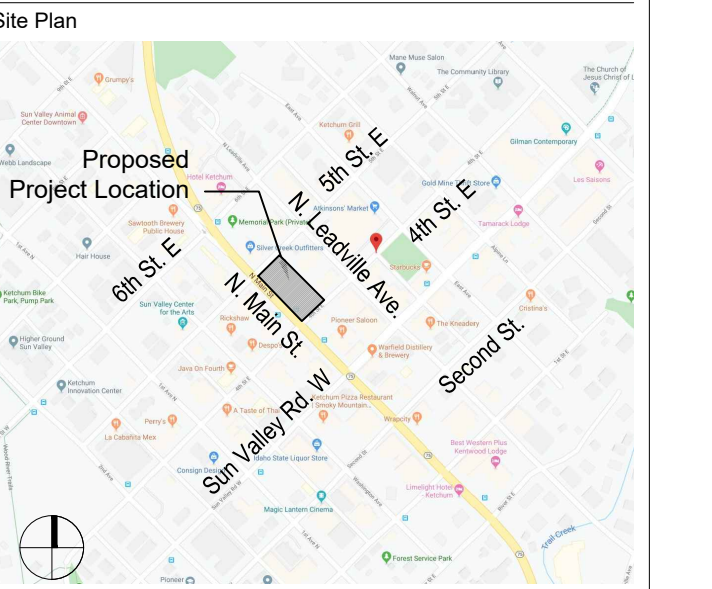
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4TH & MAIN ST.  
KETCHUM, BLAINE COUNTY,  
IDAHO 84117

Prepared For: SOLSTICE DEVELOPMENT  
4686 HIGHLAND DR. #224  
MILLCREEK, UT 84117



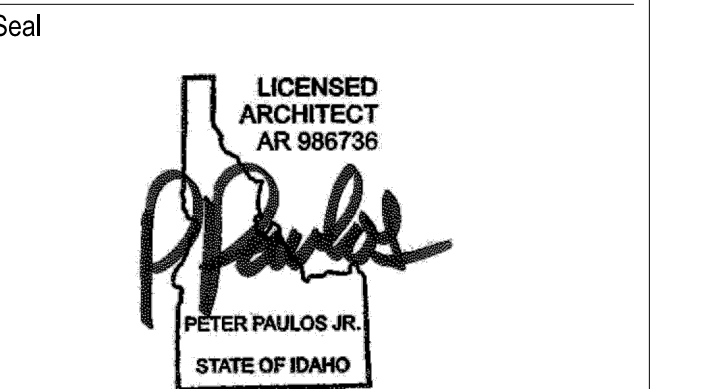
38 Taunton Hill Road  
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Revisions

No.	Date	Issue
2.	2020/09/07	DESIGN REVIEW BOARD
4.	2020/05/12	GRADING COORDINATION
5.	2020/05/14	COMMISSION RESUBMISSION
6.	2020/09/15	COMMISSION RESUBMISSION
7.	2020/12/07	DESIGN REVIEW

## PERSPECTIVE RENDERING

Date: 2020/09/15  
Scale: NTS  
Design: sbz  
Sheet No.:  
Project No.: 20-00  
CAD File Name:  
Checked:

# A5.1



1 PERSPECTIVE RENDERING  
A5.1 SCALE: NTS

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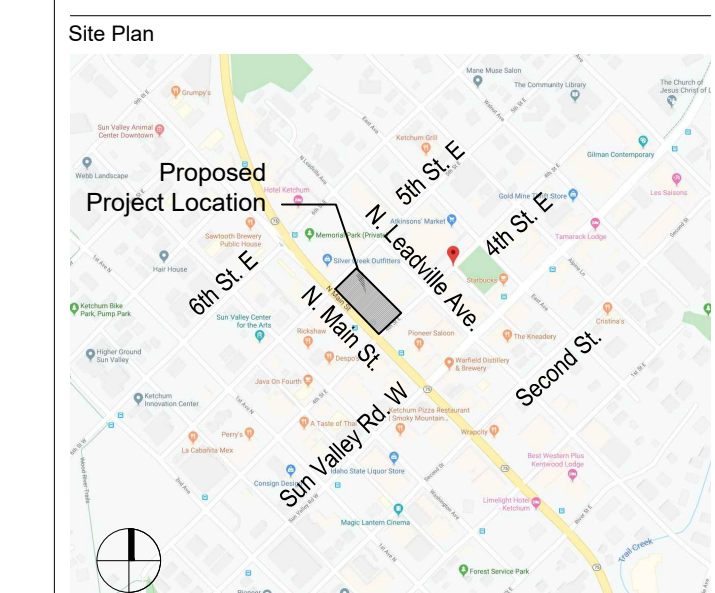
# MIXED USE DEVELOPMENT

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KETCHUM, BLAINE COUNTY,  
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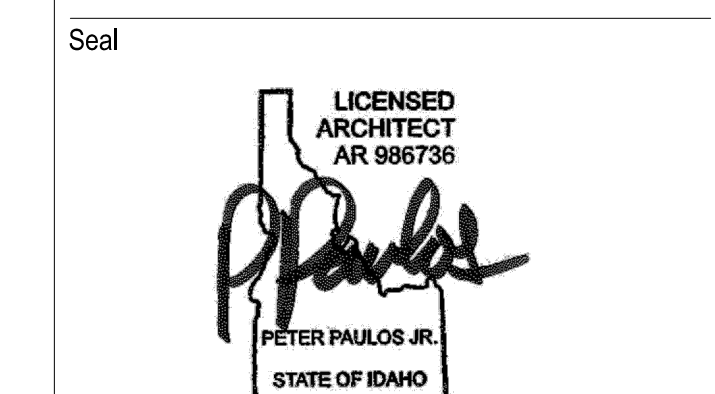
Prepared For: SOLSTICE DEVELOPMENT  
4686 HIGHLAND DR. #224  
MILLCREEK, UT 84117

**P | H**  
ARCHITECTS

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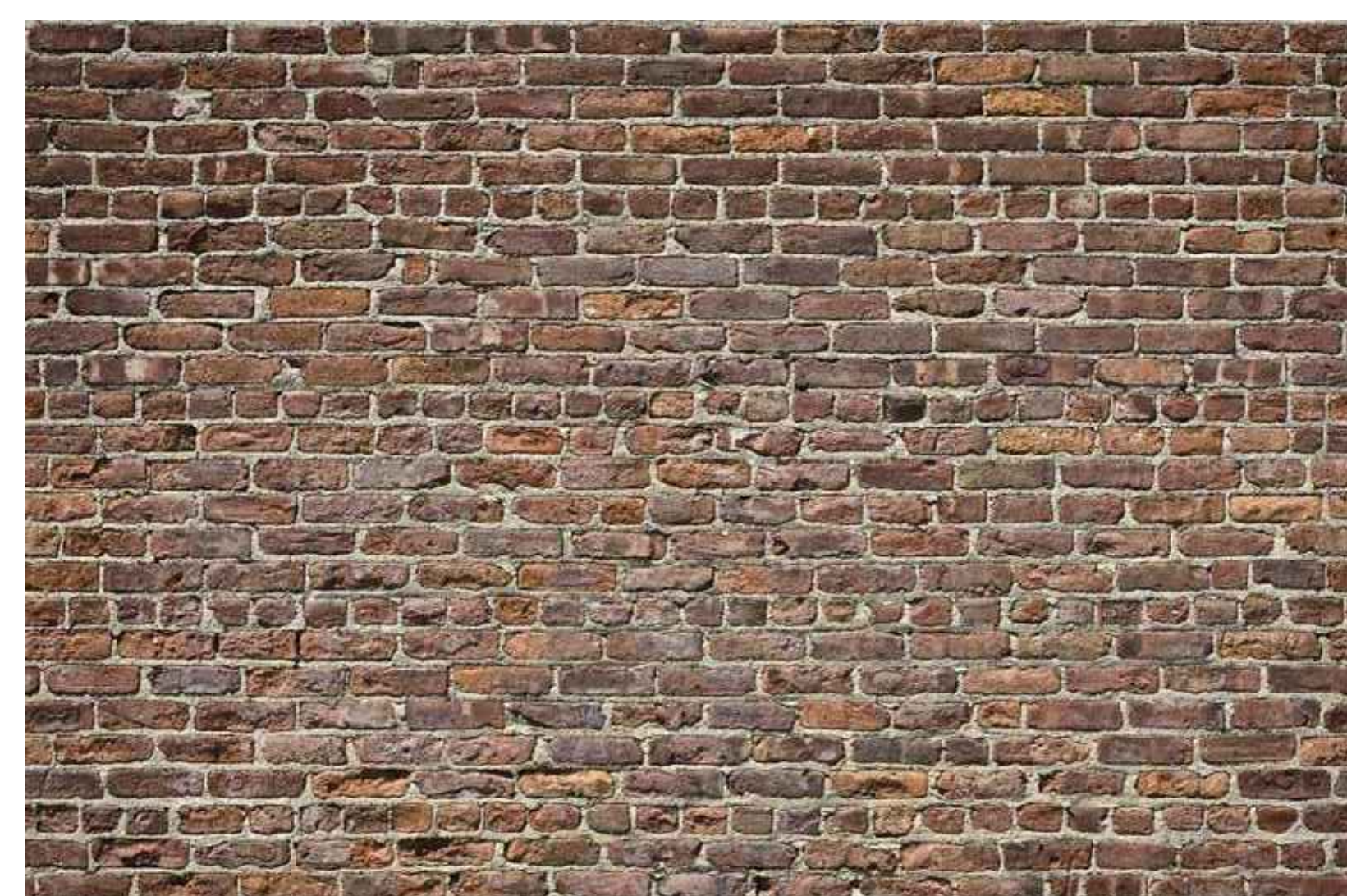


No.	Date	Issue
4.	2010/05/12	GRADING COORDINATION
5.	2010/05/14	COMMISSION RESUBMISSION
6.	2010/05/15	COMMISSION RESUBMISSION
7.	2010/12/07	DESIGN REVIEW

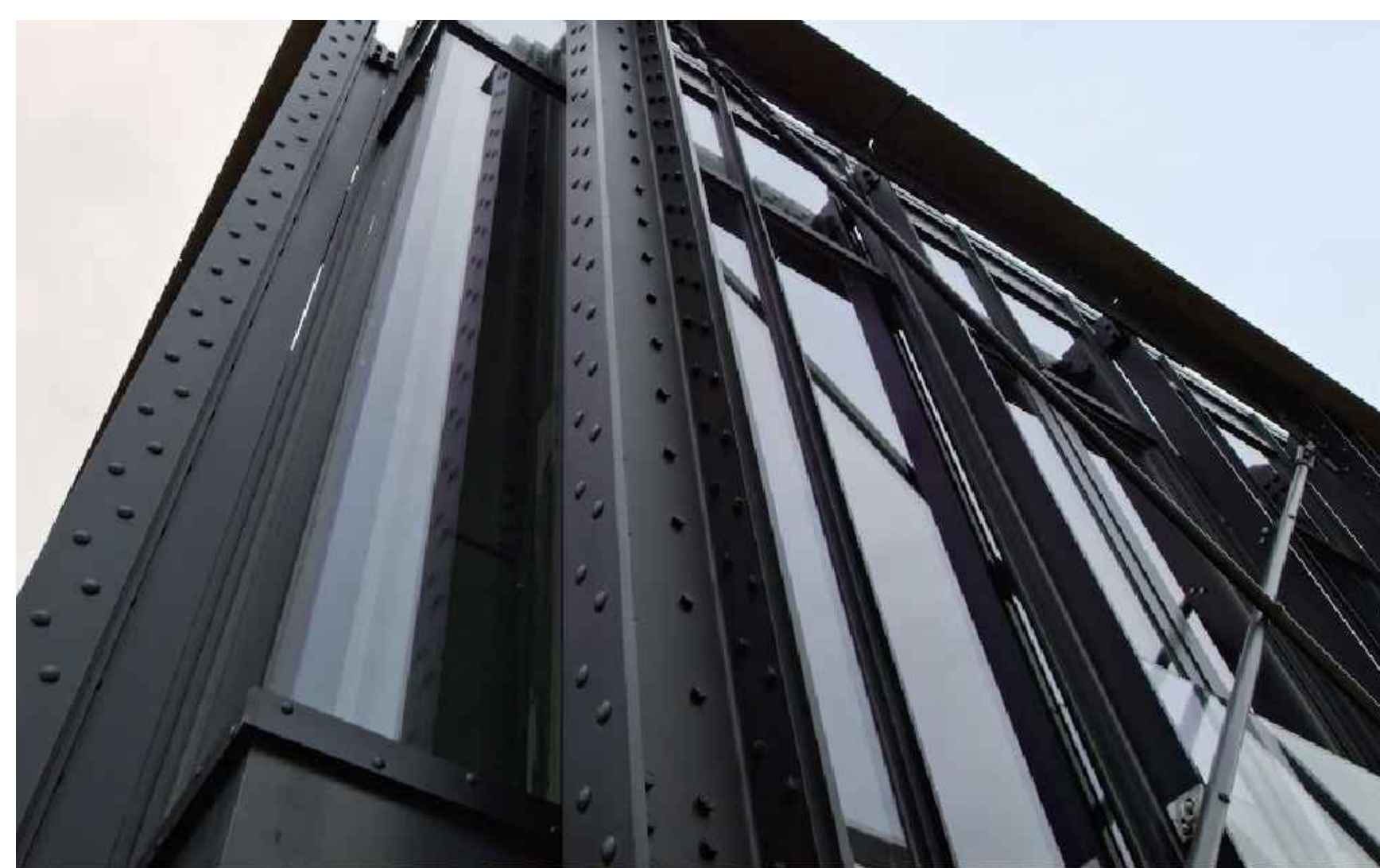
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Date: 2010/05/15 Project No.: 20-001  
Scale: NTS CAD File Name:  
Design: s b z Checked:  
Sheet No.:

**A5.2**



1 BRICK VENEER EXAMPLE  
A5.2 SCALE: NTS



2 METAL FACADE EXAMPLE  
A5.2 SCALE: NTS



3 METAL CANOPY IMAGE  
A5.2 SCALE: NTS

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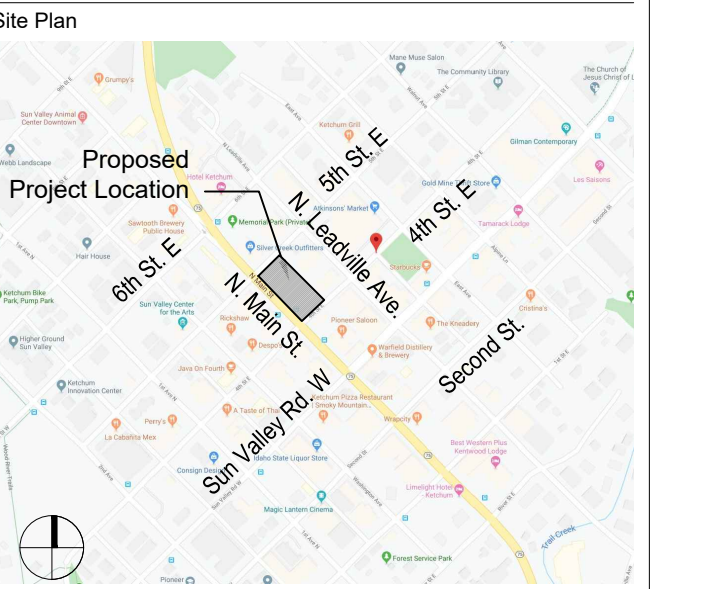
**MIXED USE DEVELOPMENT**

4TH & MAIN ST.  
KETCHUM, BLAINE COUNTY,  
IDAHO 84117

Prepared For: SOLSTICE DEVELOPMENT  
4686 HIGHLAND DR. #224  
MILLCREEK, UT 84117

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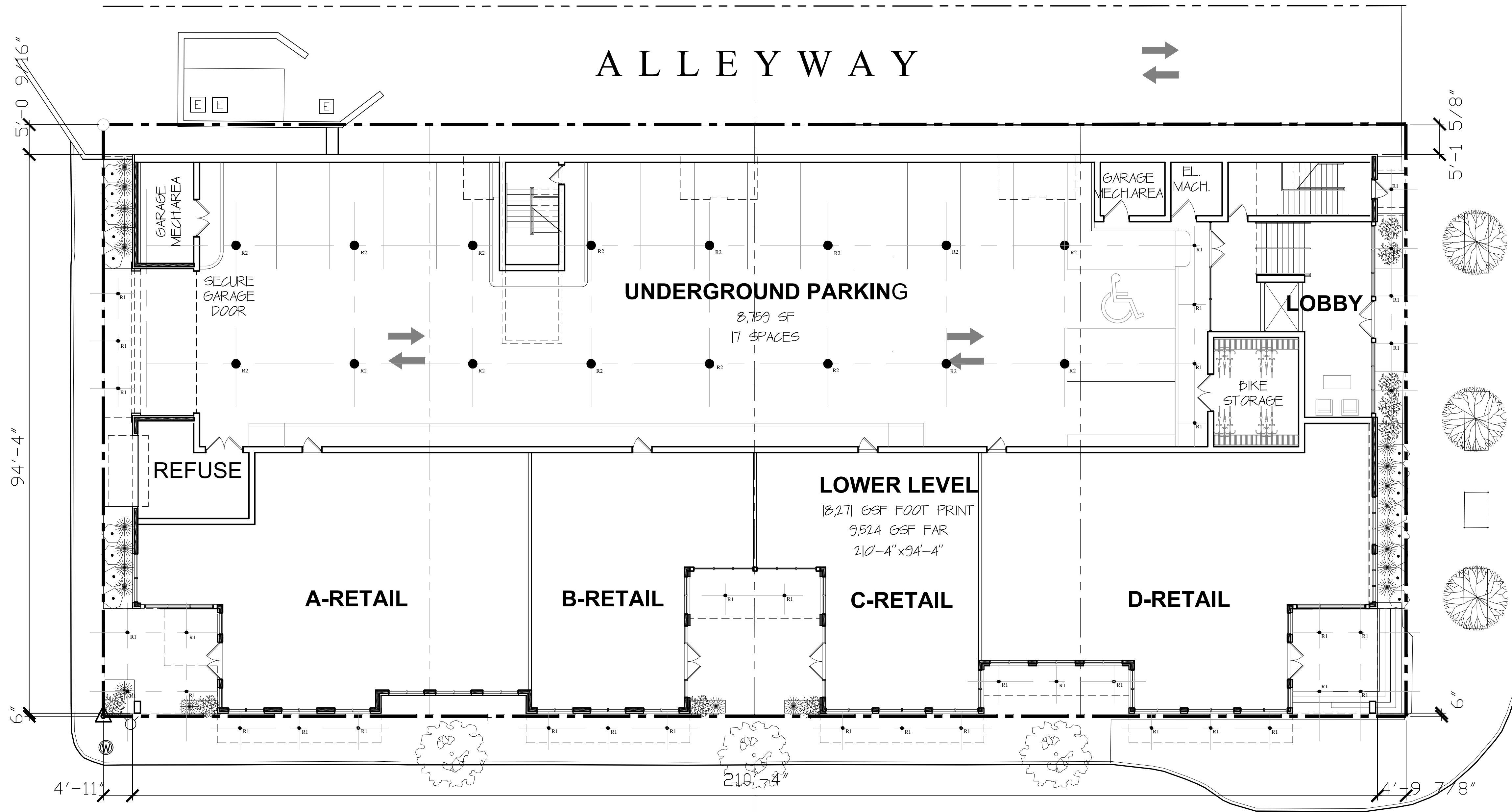
38 Taunton Hill Road  
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EAST FIFTH STREET

EAST FOURTH STREET



1 FIRST FLOOR LIGHTING PLAN  
SCALE: 3/32"=1'-0"

LIGHT FIXTURE SCHEDULE				
TYPE	MANUFACTURER	MOUNTING	LAMPS-OUTPUT	DESCRIPTION
● R1	LF ILLUMINATION, INC.	RECESSED	LED-3000 LUMENS	OUTDOOR RECESSED FIXED DOWNLIGHT WITH DIE-CAST ALUMINUM TRIM.
● R2	KENDALL MANUFACTURING COMPANY	SURFACE MOUNTED	LED-12,000 LUMENS	OUTDOOR SURFACE MOUNTED PARKING GARAGE LIGHT FIXTURE
— W1	BEGA LIGHTING PRODUCTS	RECESSED WALL - SHIELDED	LED-600 LUMENS	RECESSED WALL LIGHT FIXTURE - SHIELDED



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Seal  
LICENSED ARCHITECT  
AR 986736  
*P. Paulos Jr.*  
PETER PAULOS JR.  
STATE OF IDAHO

No.	Date	Issue
1.	2020/01/05	CLIENT REVISIONS
2.	2020/04/29	ELEVATION REVISION
5.	2020/05/14	COMMISSION RESUBMISSION
6.	2020/09/25	COMMISSION RESUBMISSION
7.	2020/12/07	DESIGN REVIEW

EXTERIOR LIGHTING-  
FIRST FLOOR LIGHTING PLAN

Date: 2020/01/27 Project No.: 20-001  
Scale: 3/32"=1'-0" CAD File Name: base-floor plans  
Design: sbz Checked:  
Sheet No.:

A6.0

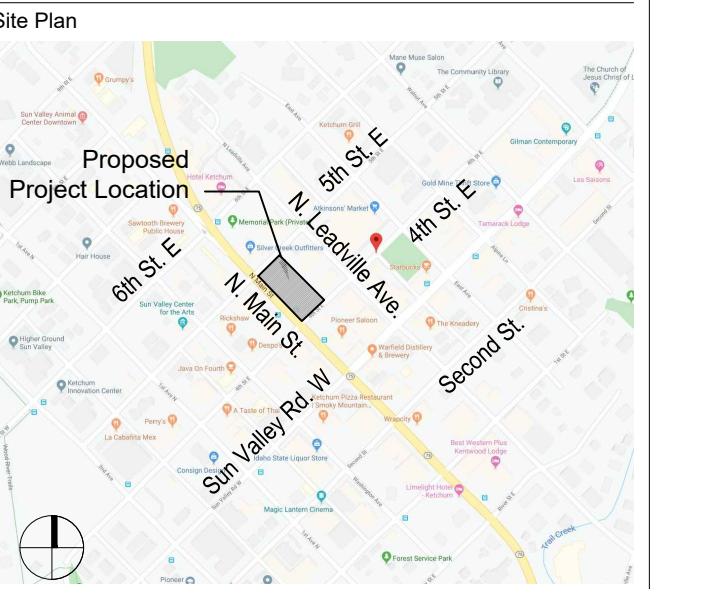
**MIXED USE DEVELOPMENT**

4TH & MAIN ST.  
KETCHUM, BLAINE COUNTY,  
IDAHO 84117

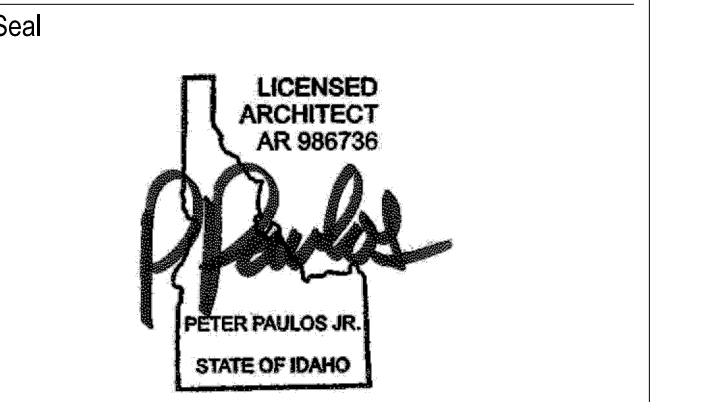
Prepared For: SOLSTICE DEVELOPMENT  
4686 HIGHLAND DR. #224  
MILLCREEK, UT 84117

**P|H**  
ARCHITECTS

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ph-archs.com



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**Revisions**

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7.	2020/12/07	DESIGN REVIEW

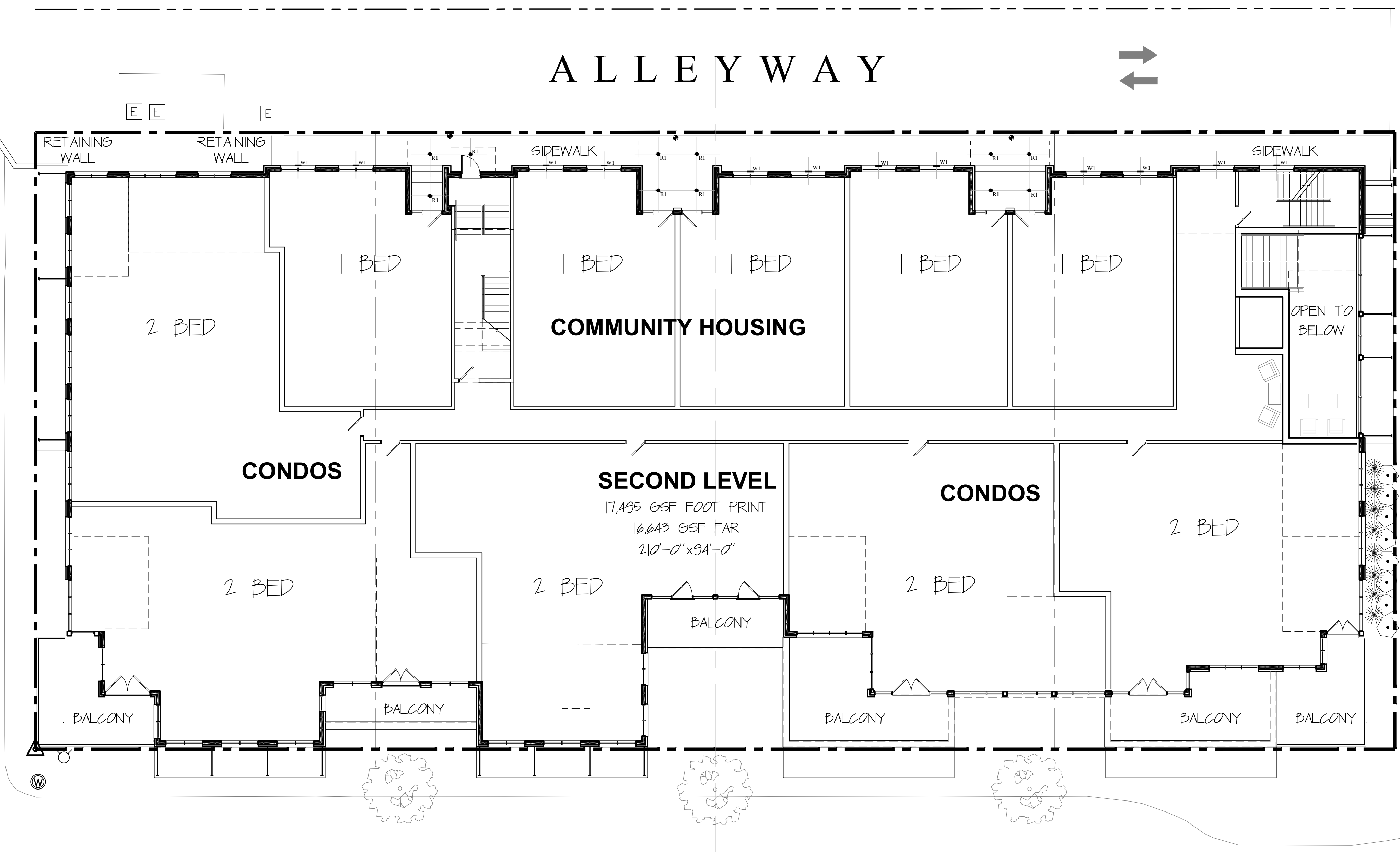
**EXTERIOR LIGHTING—  
SECOND FLOOR LIGHTING PLAN**

Date: 2020/01/27 Project No.: 20-00  
 Scale: 3/32"=1'-0" CAD File Name: base-floor-plans  
 Design: sbz Checked:  
 Sheet No.:

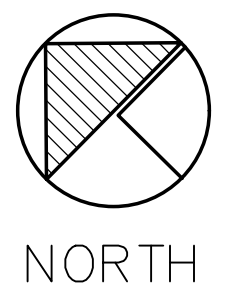
**A6.1**  
P H ARCHITECTS, LLC

EAST FIFTH STREET

EAST FOURTH STREET



1 SECOND FLOOR LIGHTING PLAN  
A6.1 SCALE: 3/32"=1'-0"



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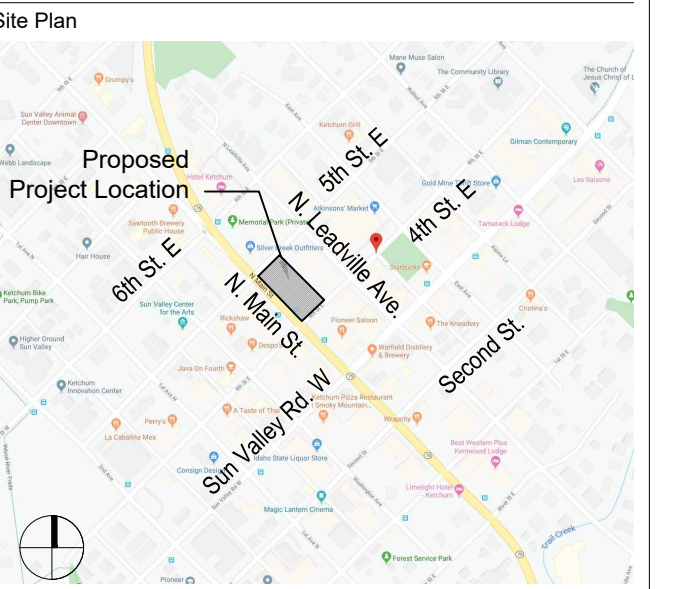
# MIXED USE DEVELOPMENT

4TH & MAIN ST.  
KETCHUM, BLAINE COUNTY,  
IDAHO 84117

Prepared For: SOLSTICE DEVELOPMENT  
4686 HIGHLAND DR. #224  
MILLCREEK, UT 84117

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ARCHITECTS

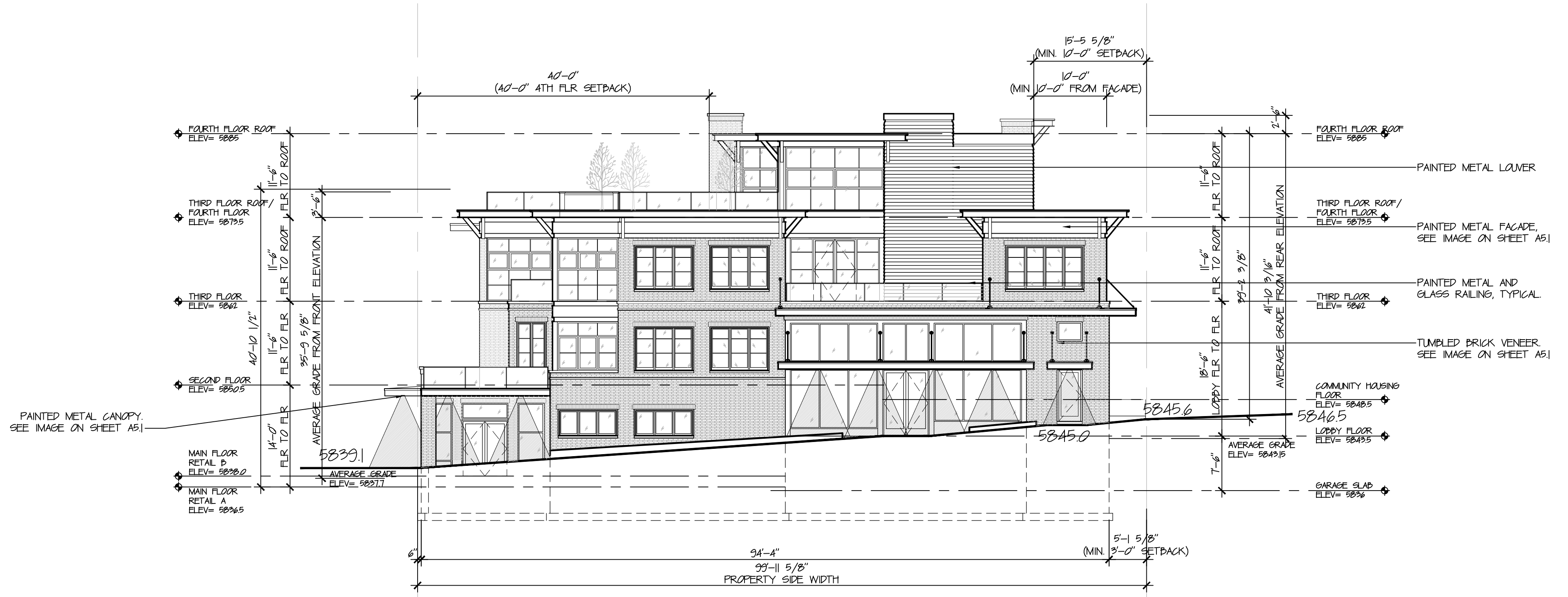
38 Taunton Hill Road  
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203-426-6500 tel. 203-426-6503 fax  
ph-archs.com



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(208) 725-0972 fax



1 FRONT ELEVATION - LIGHTING  
SCALE: 3/32" = 1'-0"



2 SIDE ELEVATION (SOUTH) - LIGHTING  
SCALE: 3/32" = 1'-0"

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Seal  
LICENSED ARCHITECT AR 986736  
PETER PAULOS JR.  
STATE OF IDAHO

Revisions

No.	Date	Issue
1.	2020/01/05	CLIENT REVISIONS
3.	2020/04/29	ELEVATION REVISIONS
5.	2020/05/14	COMMISSION RESUBMISSION
6.	2020/09/25	COMMISSION RESUBMISSION
7.	2020/12/07	DESIGN REVIEW

## EXTERIOR LIGHTING- FRONT & SIDE ELEVATIONS - LIGHTING

Date: 2020/01/07  
Scale: 3/32" = 1'-0"  
Design: sbz  
Sheet No.:

Project No.: 20-00  
CAD File Name: base-ext elev.  
Checked:

A6.2

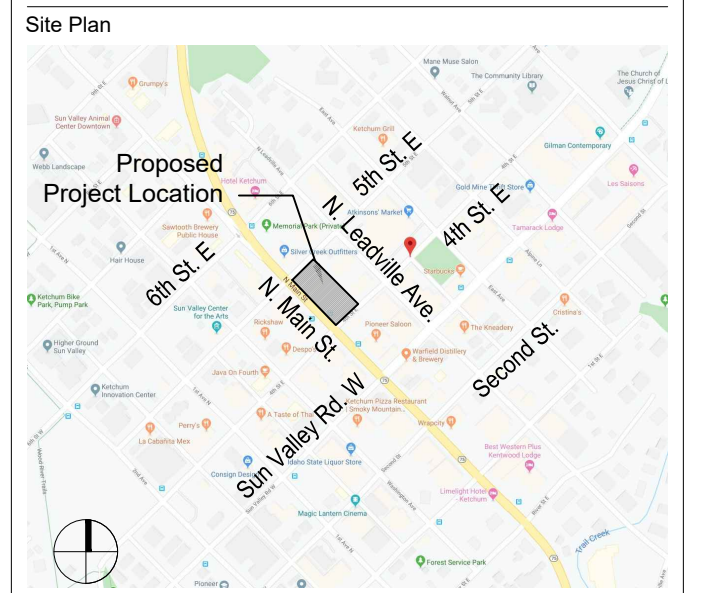
# MIXED USE DEVELOPMENT

4TH & MAIN ST.  
KETCHUM, BLAINE COUNTY,  
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Prepared For: SOLSTICE DEVELOPMENT  
4686 HIGHLAND DR. #224  
MILLCREEK, UT 84117

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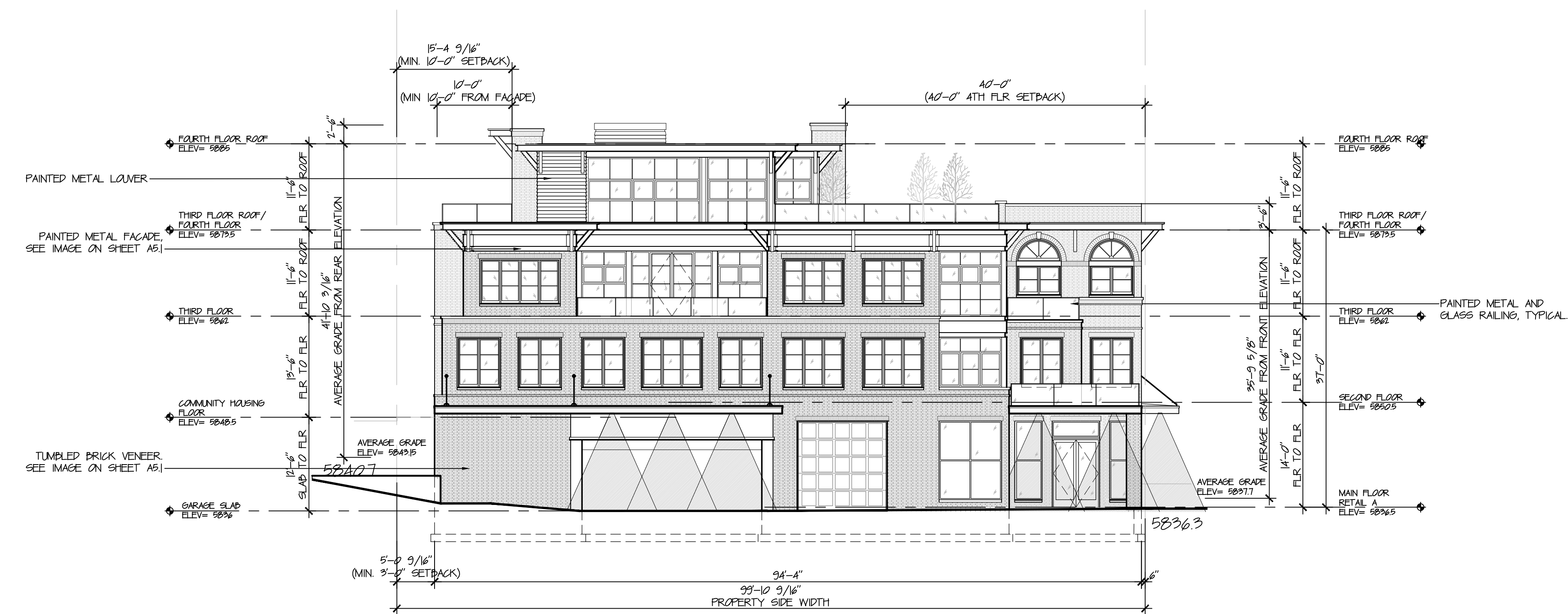
38 Taunton Hill Road  
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(208) 725-0972 fax



1 REAR ELEVATION - LIGHTING  
SCALE: 3/32"=1'-0"



2 SIDE ELEVATION (NORTH) - LIGHTING  
SCALE: 3/32"=1'-0"

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*Peter Paulos*  
PETER PAULOS JR.  
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Revisions

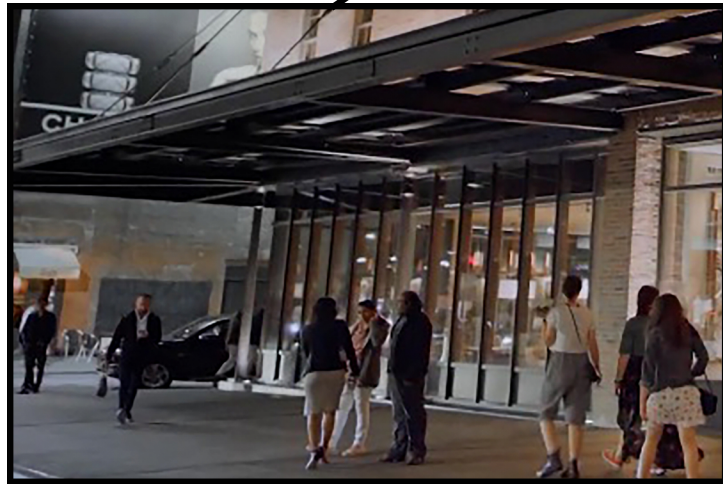
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6.	2020/09/25	COMMISSION RESUBMISSION
7.	2020/12/07	DESIGN REVIEW

## EXTERIOR LIGHTING- REAR & SIDE ELEVATIONS - LIGHTING

Date: 2020/01/07  
Scale: 3/32"=1'-0"  
Design: sbz  
Sheet No.:

Project No.: 20-001  
CAD File Name: base-ext elev.  
Checked:

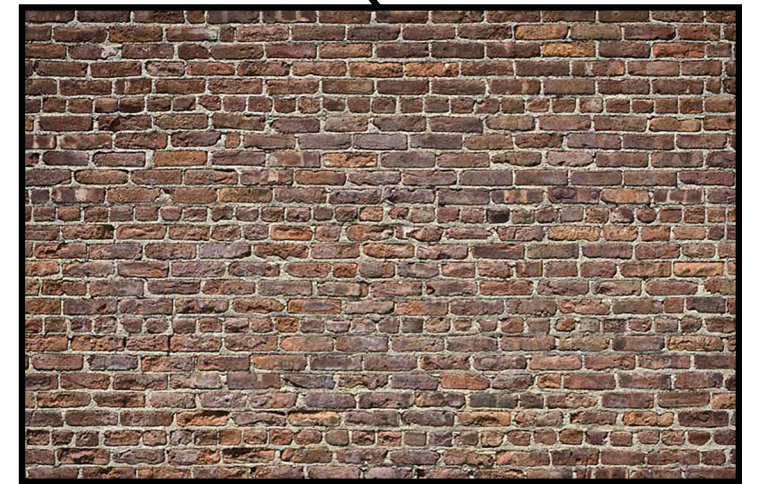
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PAINTED METAL CANOPY



PAINTED METAL FACADE



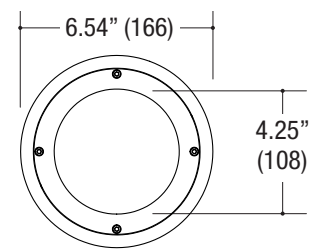
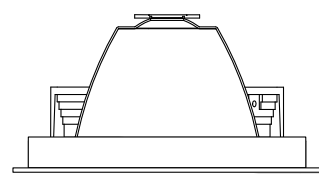
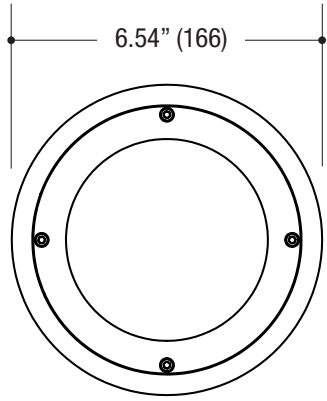
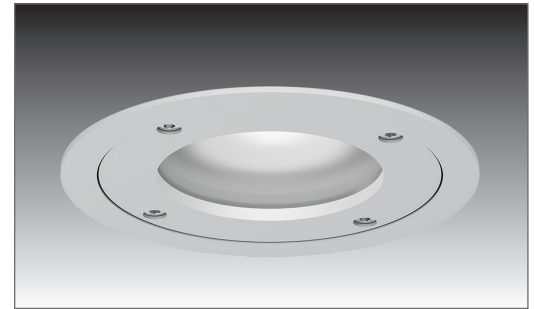
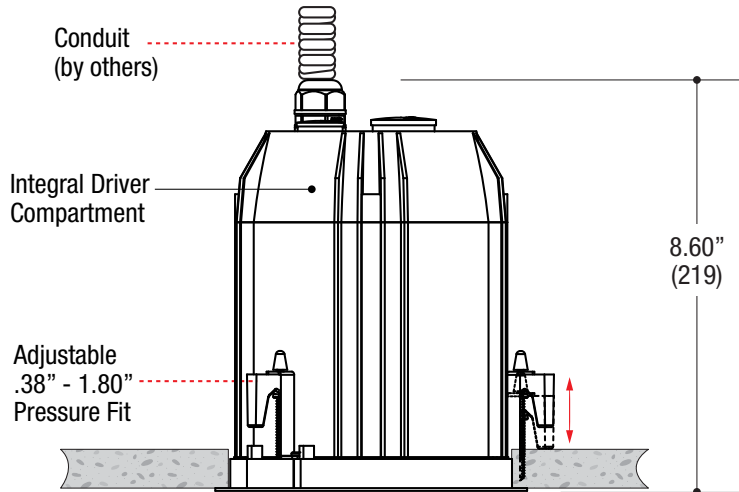
BRICK VENEER

MATERIAL SAMPLE BOARD  
 SCALE: NOT TO SCALE  
 February 11, 2020  
 Revised: May 14, 2020  
 Revised: September 25, 2020

PH  
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 38 TAUNTON HILL ROAD NEWTOWN, CT 06470  
 PH-ARCHS.COM

MIXED USE DEVELOPMENT  
 4TH & MAIN ST.  
 KETCHUM, IDAHO

PROJECT	TYPE	CATALOG NUMBER
---------	------	----------------



#### DOWNLIGHT

- Recessed fixed downlight
- Die-cast aluminum trim
- Powder coat finish

#### HOUSING

- Extruded aluminum central housing
- Powder coat finish
- Dust and water jet tight sealed
- **Ceiling Cut-Out - Ø6.20"**

#### LED SOURCE

- Field-changeable optic
- **CREE**

#### ELECTRICAL

- Integral LED driver included
- Primary wiring compartment with power supply
- Double cable entry for through wiring
- Superpure aluminum reflector
- Dimmable

#### MOUNTING

- Swing out pressure fit mounting clips
- Adjustable up to 1.80" max. ceiling thickness

#### LABELS

- Suitable for wet location
- IP66 rated



#### ORDERING INFO

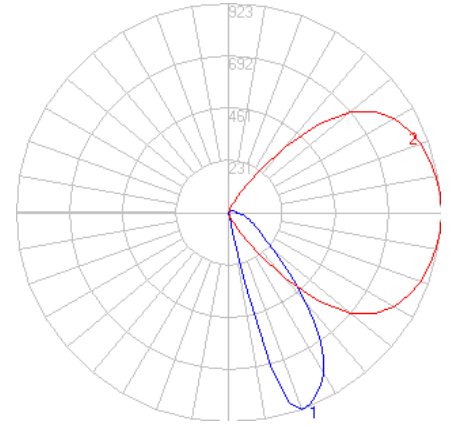
SERIES	WATTAGE	CRI / COLOR	BEAM	DRIVER / VOLTAGE	FINISH	OPTIONS
<b>5911-1DA-T</b>  <b>BULLET LARGE</b> Die-Cast Aluminum Trim Fixed Downlight Trimmed Fixture	<b>19C</b> 19W LED 2200 lm	<b>8027</b> 80CRI / 2700K <b>8030</b> 80CRI / 3000K	<b>N</b> Narrow 15° <b>M</b> Medium 24° <b>W</b> Wide 36°	<b>DMU</b> Dimming Multiple Forward/Reverse Phase (@ 120V only) 0-10V Wires Present (@ 120-277V)	<b>SS</b> Silver	<b>EM</b> Remotely Mounted Emergency LED Inverter (Field wiring required)
	<b>26C</b> 26W LED 3000 lm	<b>8035</b> 80CRI / 3500K <b>8040</b> 80CRI / 4000K				
	Delivered lumens @ 80CRI / 3000K Narrow Beam	<b>9227</b> 92CRI / 2700K <b>9230</b> 92CRI / 3000K <b>9235</b> 92CRI / 3500K <b>9240</b> 92CRI / 4000K				

Ordering Example: **5911-1DA-T-19C-8030-N-DMU-SS-EM**

# BEGA

Photometric Filename: 22267.ies

TEST: BE\_22267  
 TEST LAB: BEGA  
 DATE: 10/23/2017  
 LUMINAIRE: 22 267  
 LAMP: 37.9W LED



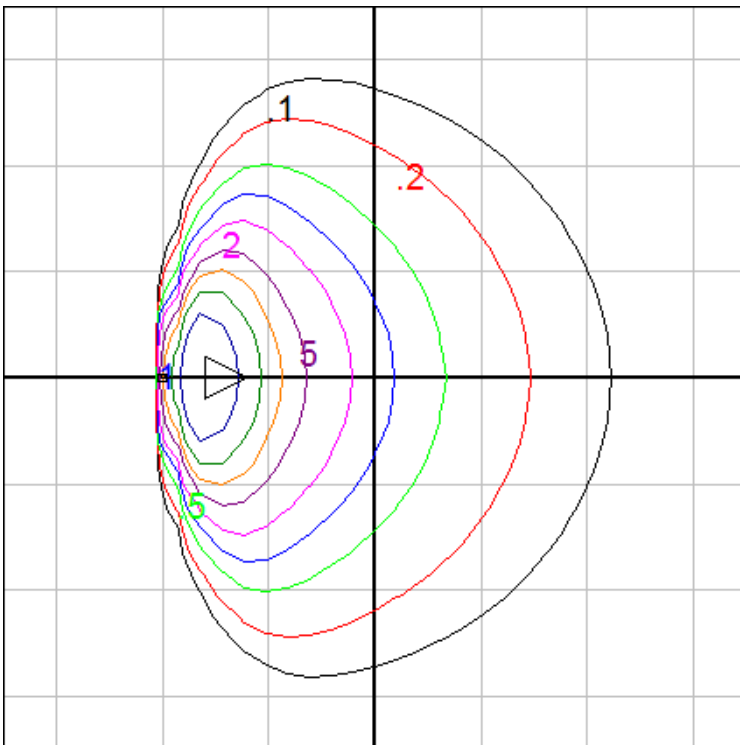
### Characteristics

IES Classification	Type I
Longitudinal Classification	Very Short
Lumens Per Lamp	N.A. (absolute)
Total Lamp Lumens	N.A. (absolute)
Luminaire Lumens	621
Downward Total Efficiency	N.A.
Total Luminaire Efficiency	N.A.
Luminaire Efficacy Rating (LER)	14
Total Luminaire Watts	43
Ballast Factor	1.00
Upward Waste Light Ratio	0.04
Max. Cd.	922.8 (0H, 20V)
Max. Cd. (<90 Vert.)	922.8 (0H, 20V)
Max. Cd. (At 90 Deg. Vert.)	35.5 (5.7%Lum)
Max. Cd. (80 to <90 Deg. Vert.)	60 (9.7%Lum)
Cutoff Classification (deprecated)	N.A. (absolute)

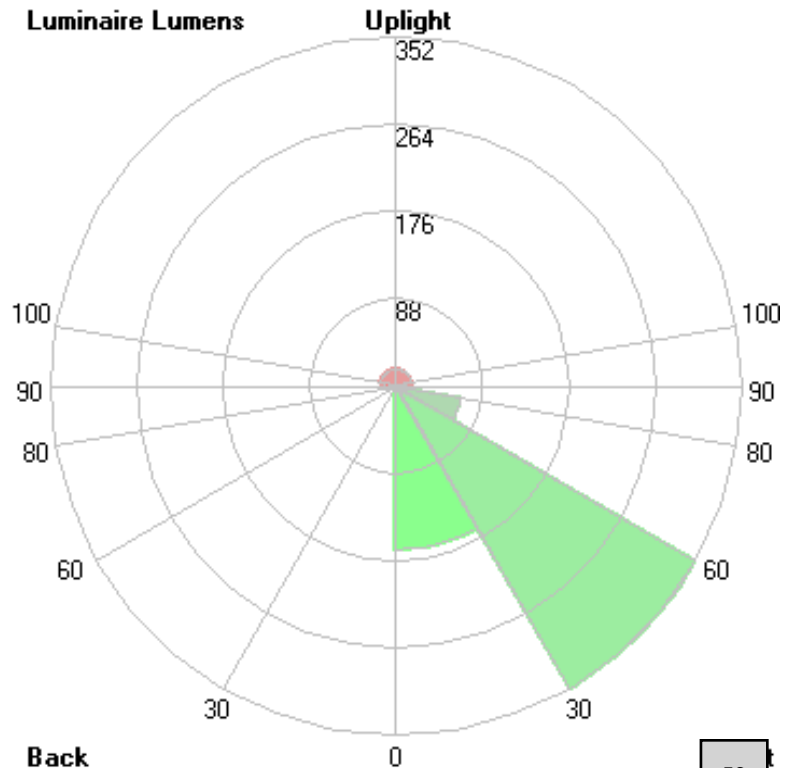
### Lum. Classification System (LCS)

LCS Zone	Lumens	%Lamp	%Lum
FL (0-30)	164.8	N.A.	26.6
FM (30-60)	352.2	N.A.	56.7
FH (60-80)	66.9	N.A.	10.8
FVH (80-90)	12.1	N.A.	1.9
BL (0-30)	< 0.05	N.A.	0.0
BM (30-60)	< 0.05	N.A.	0.0
BH (60-80)	0.0	N.A.	0.0
BVH (80-90)	< 0.05	N.A.	0.0
UL (90-100)	8.4	N.A.	1.4
UH (100-180)	16.3	N.A.	2.6
<b>Total</b>	<b>620.7</b>	<b>N.A.</b>	<b>100.0</b>

**BUG Rating B0-U2-G1**



Mounting Height = 2 ft. Grid Spacing = 2.5 ft.



In the interest of product improvement, BEGA reserves the right to make technical changes without notice.



**Application**

Designed for low mounting heights for interior and exterior locations, the shielded light distribution is ideal for the glare-free illumination of ground surfaces, building entrances, stairs, and footpaths.

**Materials**

Luminaire housing and faceplate constructed of die-cast marine grade, copper free ( $\leq 0.3\%$  copper content) A360.0 aluminum alloy  
 White safety glass  
 High temperature silicone gasket  
 Mechanically captive stainless steel fasteners

**NRTL** listed to North American Standards, suitable for wet locations  
 Protection class IP65  
 Weight: 8.3lbs

**Electrical**

Operating voltage	120-277VAC
Minimum start temperature	-30°C
LED module wattage	37.9W
System wattage	43W
Controllability	0-10V dimmable
Color rendering index	Ra > 85
Luminaire lumens	621 lumens (3000K)
Lifetime at Ta = 15°C	330,000 h (L70)
Lifetime at Ta = 45°C	160,000 h (L70)

**LED color temperature**

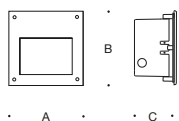
- 4000K - Product number + **K4**
- 3500K - Product number + **K35**
- 3000K - Product number + **K3**
- 2700K - Product number + **K27**

**BEGA** can supply you with suitable LED replacement modules for up to 20 years after the purchase of LED luminaires - see website for details

**Finish**

All BEGA standard finishes are matte, textured polyester powder coat with minimum 3 mil thickness.

- Available colors  Black (BLK)     White (WHT)     RAL:  
                            Bronze (BRZ)     Silver (SLV)     CUS:



**LED recessed wall · shielded**

	LED	A	B	C
<b>22267</b> <small>ADA</small>	37.9W	11 7/8"	11 7/8"	6 5/8"

Type:  
 BEGA Product:  
 Project:  
 Modified:



# SENSCAPE™

## SPG18 SERIES

### PRODUCT FEATURES:

- » Textured tertiary lens for glare reduction and up-light feature to eliminate "cave-effect"
- » Outputs ranging from 3,047 lm to 13,680 lm
- » Compatible with TekLink™ lighting control technology
- » 10 Year limited product warranty

### APPLICATIONS:

- Parking Decks • Canopies • Low Bay



(optional debris shield (-DS))

### PROJECT INFORMATION

Job Name \_\_\_\_\_

Fixture Type \_\_\_\_\_

Catalog Number \_\_\_\_\_

Approved by \_\_\_\_\_

### SPECIFICATIONS

**HOUSING:** Marine-grade die-cast aluminum and UV-stabilized polycarbonate construction. Standard TGIC polyester powder coat finish on aluminum components with five-step pre-treatment to withstand 1,000 hour salt spray test per ASTM B117. Painted white finish. Closed-cell silicone gasketing seals all housing component interfaces.

**TRIM:** High-impact resistant, UV-stabilized polycarbonate. See ordering information for available finishes.

**MOUNTING:** Direct-to-Surface (DTS) mounts over recessed electrical box to ceiling, Quick-Mount (QM) mounts to either surface or recessed electrical box, Trunnion Mount (TK) or pendant-mounted (PM) via ¾" rigid sealed conduit. See Ordering Information for selection.

**OPTICAL:** Type V-Square, V-Narrow and House-side Shield distributions. Multiple uplight options optically coupled to primary light source requires no additional electrical power to provide function. UV-stabilized, high-impact resistant injection-molded clear textured polycarbonate or DR acrylic tertiary lens.

**ELECTRICAL:** Arrayed backlit mid-power LED light source. See Ordering Information for color temperature and CRI options. 70 CRI minimum. 120-277 VAC, 347VAC and 480VAC 50/60Hz single-phase input; constant-current dimming driver; <10% THD, >0.95 PF. Minimum 83% electrical efficiency. 0-10V dimming protocol with 1-100% range, 0.2mA source current. Replaceable surge suppressor rated to 20kA/kV per IEEE/ANSI C62.41 Cat. A. EMC compliant with FCC 47 CFR Part 15, Class B. Passes IEC 61000-4-4 EFT and IEC 61000-4-5 (Class 4) surge evaluation.

**TEKLINK™ TL50M/TL50DM:** An independent lighting control system integral to the luminaire, featuring its own embedded occupancy sensor and adjustable time-out/dimming settings. TL50DM adds a closed-loop daylight harvesting function for maximum energy savings.

**TEKLINK™ TL100:** Centralized, wired zonal occupancy and closed-loop daylight harvesting control system. TL100 controllers are standalone devices and ordered separately from luminaire. [Click here for specifications.](#)

**TEKLINK™ TL1000/2000:** An adaptive lighting control system with wired or wireless communication between system nodes. In addition to occupancy detection and daylight harvesting, TL1000 and TL2000 feature advanced scheduling and energy management capabilities with cloud-based management of system settings, reporting and notifications.

**TEKLINK™ TL2000PS:** An adaptive lighting control system utilizing an embedded image sensor with wireless communication to bridge. The image sensor provides advanced capability with video analytics, supporting car counting data reporting and standard lighting control features for occupancy detection and light level sensing.

**PHOTOMETRICS:** Photometry tested to the IESNA LM-79-08 standard by an ILAC/ISO17025 accredited laboratory. For photometric data, please go to [www.kenall.com](http://www.kenall.com).

**WARRANTY:** Limited ten (10) year warranty. Limited five (5) year warranty when constructed with HA option. Peace of Mind Guarantee™ when ordered and installed with direct-to-surface (DTS) mounting and polycarbonate lens (TP).

**LISTINGS:** Luminaire is certified to UL Standards by Intertek Testing Laboratory for Wet Location. IP65 rating per IEC 60598 standard with optional IP66 rating. Suitable for installation into -40°C to 40°C ambient environments, unless otherwise noted. Passes 3G vibration test per ANSI C136.31-2001. Certain versions of this product are Designlights Consortium (DLC) qualified. Consult factory and check the DLC Qualified Products List [here](#) for listed configuration details. Product Innovation Award Winner 2018.



### ORDERING INFORMATION (Ex: SPG18-PM-MW-5S-SU-TP-45L-40K7-DCC-DV-IP66-TL50M)

Model	Mounting	Trim	Optic Type	Uplight	Lens Type	Lamp Power	Lamp Color	Driver Type	Voltage	Options	Accessories	TekLink	Controls Kit
<b>SPG18</b>										<b>DCC</b>			< >
<b>Mounting</b>						<b>Lamp Power</b>		<b>Driver Type</b>				<b>TekLink*</b>	
<b>DTS</b>	Direct-to-Surface					<b>30L</b> 30W LED		<b>DCC</b> 0-10V Dimming Constant Current				<b>TL50M</b>	Non-Networked Control - Motion Only ( <a href="#">Click here for specifications</a> )
<b>PM</b>	Pendant Mount					<b>45L</b> 45W LED						<b>TL50DM</b>	Non-Networked Control - Daylight Harvesting and Motion Sensing ( <a href="#">Click here for specifications</a> )
<b>TK</b>	Trunnion Kit					<b>70L</b> 70W LED		<b>Voltage</b>				<b>TL100</b>	Wired Network Control - Basic ( <a href="#">Click here for specifications</a> )
<b>QM</b>	Quick Mount System					<b>90L</b> 90W LED		<b>DV</b> 120-277 Volts (50/60Hz)				<b>TL1000</b>	Wired Network Control - Advanced ( <a href="#">Click here for specifications</a> )
						<b>104L</b> 104W LED		<b>347</b> 347 Volts (60Hz)				<b>TL2000</b>	Wireless Network Control - Advanced ( <a href="#">Click here for specifications</a> )
						<b>122L</b> 122W LED		<b>480</b> 480 Volts (60Hz)				<b>TL2000PS*</b>	Wireless Network Control - Image Sensor ( <a href="#">Click here for specifications</a> )
<b>Trim Finish</b>						<b>Lamp Color</b>		<b>Options</b>					
<b>MW</b>	Matte White (STD)					<b>30K8</b> 3000K/80CRI min		<b>LEL</b> LED Emergency Battery Backup (0°C min. ambient, 70L max., N/A 347V and 480V input)					
<b>LG</b>	Light Gray					<b>35K8</b> 3500K/80CRI min		<b>CEL</b> Cold-Weather Battery Backup (-20°C min. ambient, 70L max., N/A 347V and 480V input)					
<b>CC</b>	Custom Color (consult factory)					<b>40K8</b> 4000K/80CRI min		<b>FS</b> Single Fuse & Holder					
<b>Optic Type</b>						<b>40K7</b> 4000K/70CRI min		<b>BG</b> Bird Guard (DTS and QM Mounting only)					
<b>5S</b>	Type V – Wide Square					<b>50K7</b> 5000K/70CRI min		<b>DS*</b> Debris Shield					
<b>5N</b>	Type V – Narrow					<b>57K7</b> 5700K/70CRI min		<b>IP66*</b> IP66 Rating per IEC60598					
<b>HSS</b>	House-side Shield							<b>HA*</b> 50°C Ambient Rating (see Warranty; n/a battery backup options)					
<b>Uplight</b>								<b>Accessories</b>					
<b>SU</b>	Standard Uplight (STD)							<b>BD</b> Bird Deterrent (PM and TK Mounting only)					
<b>EU</b>	Enhanced Uplight												
<b>D</b>	Downlight												
<b>Lens Type</b>													
<b>TP</b>	Textured Polycarbonate (STD)												
<b>TA</b>	Textured Acrylic												

Please consult Kenall Applications when ordering controls. Mounting heights above 14' may require alternate sensing technology.

**Controls Kit**  
< > Factory Assigned Internal Code

- \* Available to 90L Lamp Power max.
- ▲ See page 7 for alternate construction for 70L and 90L Lamp Power options
- ▼ n/a with TL2000PS



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This product complies with the Buy American Act: manufactured in the United States with more than 50% of the component cost of US origin. It may be covered by patents found at [www.kenall.com/patents](http://www.kenall.com/patents). Content of specification sheets is subject to change; please consult [www.kenall.com](http://www.kenall.com) for current product details. ©2019 Kenall Mfg. Co.

**SENSCAPE™**  
Luminaires for Parking Garages  
**SPG18 SERIES**

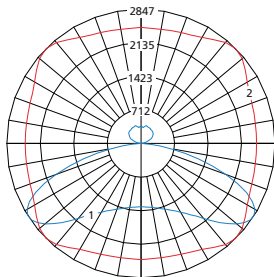
For additional photometry, go to [www.kenall.com](http://www.kenall.com)

Optic			Lamp Power	Initial Delivered Lumens, By Lamp Color [Downlight / Uplight] (lm)						Efficacy (lm/W)	Input Power (W)	Estd. L70 LED Life (hrs)	Delivered Output in LEL Battery Mode (lm)	Delivered Output in CEL Battery Mode (lm)
Distribution	Uplight	Lens Type		57K7	50K7	40K7	40K8	35K8	30K8					
55	SU (12%)	TA	30L	3842 / 524	3842 / 524	3842 / 524	3577 / 488	3577 / 488	3326 / 453	109 - 126	35	125,000	916	1,962
			45L	5674 / 774	5674 / 774	5674 / 774	5283 / 720	5283 / 720	4911 / 670	101 - 116	55	120,000	916	1,962
			70L	7695 / 1049	7695 / 1049	7695 / 1049	7164 / 977	7164 / 977	6660 / 908	98 - 113	78	100,000	916	1,962
			90L	9769 / 1332	9769 / 1332	9769 / 1332	9095 / 1240	9095 / 1240	8455 / 1153	94 - 109	102	80,000	N/A	N/A
			104L	10221 / 1394	10221 / 1394	10221 / 1394	9517 / 1298	9517 / 1298	8847 / 1206	89 - 103	113	100,000	N/A	N/A
			122L	11394 / 1554	11394 / 1554	11394 / 1554	10608 / 1447	10608 / 1447	9862 / 1345	81 - 93	139	80,000	N/A	N/A
		TP	30L	3911 / 533	3911 / 533	3911 / 533	3641 / 497	3641 / 497	3385 / 462	111 - 129	35	125,000	932	1,998
			45L	5775 / 788	5775 / 788	5775 / 788	5377 / 733	5377 / 733	4999 / 682	102 - 118	55	120,000	932	1,998
			70L	7833 / 1068	7833 / 1068	7833 / 1068	7292 / 994	7292 / 994	6779 / 924	99 - 115	78	100,000	932	1,998
			90L	9943 / 1356	9943 / 1356	9943 / 1356	9258 / 1262	9258 / 1262	8606 / 1174	96 - 111	102	80,000	N/A	N/A
			104L	10404 / 1419	10404 / 1419	10404 / 1419	9687 / 1321	9687 / 1321	9005 / 1228	91 - 105	113	100,000	N/A	N/A
			122L	11598 / 1582	11598 / 1582	11598 / 1582	10798 / 1472	10798 / 1472	10038 / 1369	82 - 95	139	80,000	N/A	N/A
	EU (18%)	TA	30L	3565 / 783	3565 / 783	3565 / 783	3319 / 729	3319 / 729	3086 / 677	109 - 126	35	125,000	916	1,962
			45L	5265 / 1156	5265 / 1156	5265 / 1156	4902 / 1076	4902 / 1076	4557 / 1000	100 - 116	55	120,000	916	1,962
			70L	7140 / 1567	7140 / 1567	7140 / 1567	6648 / 1459	6648 / 1459	6180 / 1357	97 - 112	78	100,000	916	1,962
			90L	9065 / 1990	9065 / 1990	9065 / 1990	8440 / 1853	8440 / 1853	7846 / 1722	94 - 108	102	80,000	N/A	N/A
			104L	9485 / 2082	9485 / 2082	9485 / 2082	8831 / 1938	8831 / 1938	8209 / 1802	89 - 103	113	100,000	N/A	N/A
			122L	10573 / 2321	10573 / 2321	10573 / 2321	9844 / 2161	9844 / 2161	9151 / 2009	80 - 93	139	80,000	N/A	N/A
		TP	30L	3629 / 797	3629 / 797	3629 / 797	3379 / 742	3379 / 742	3141 / 690	111 - 128	35	125,000	932	1,998
			45L	5359 / 1176	5359 / 1176	5359 / 1176	4990 / 1095	4990 / 1095	4639 / 1018	102 - 118	55	120,000	932	1,998
			70L	7268 / 1595	7268 / 1595	7268 / 1595	6767 / 1485	6767 / 1485	6291 / 1381	99 - 114	78	100,000	932	1,998
			90L	9227 / 2025	9227 / 2025	9227 / 2025	8591 / 1886	8591 / 1886	7986 / 1753	95 - 110	102	80,000	N/A	N/A
			104L	9655 / 2119	9655 / 2119	9655 / 2119	8989 / 1973	8989 / 1973	8356 / 1834	90 - 104	113	100,000	N/A	N/A
			122L	10762 / 2362	10762 / 2362	10762 / 2362	10020 / 2200	10020 / 2200	9315 / 2045	82 - 95	139	80,000	N/A	N/A
D (0%)	TA	30L	3,992	3,992	3,992	3,717	3,717	3,455	100 - 116	35	125,000	840	1,800	
		45L	5,895	5,895	5,895	5,489	5,489	5,103	92 - 106	55	120,000	840	1,800	
		70L	7,995	7,995	7,995	7,444	7,444	6,920	89 - 103	78	100,000	840	1,800	
		90L	10,150	10,150	10,150	9,450	9,450	8,785	86 - 100	102	80,000	N/A	N/A	
		104L	10,621	10,621	10,621	9,888	9,888	9,192	82 - 94	113	100,000	N/A	N/A	
		122L	11,839	11,839	11,839	11,023	11,023	10,247	74 - 85	139	80,000	N/A	N/A	
	TP	30L	4,064	4,064	4,064	3,783	3,783	3,517	102 - 118	35	125,000	857	1,836	
		45L	6,001	6,001	6,001	5,587	5,587	5,194	94 - 108	55	120,000	857	1,836	
		70L	8,138	8,138	8,138	7,577	7,577	7,044	91 - 105	78	100,000	857	1,836	
		90L	10,332	10,332	10,332	9,619	9,619	8,942	88 - 101	102	80,000	N/A	N/A	
		104L	10,811	10,811	10,811	10,065	10,065	9,357	83 - 96	113	100,000	N/A	N/A	
		122L	12,051	12,051	12,051	11,220	11,220	10,430	75 - 87	139	80,000	N/A	N/A	

Information above is subject to change without notice. Visit [www.kenall.com](http://www.kenall.com) for IES files and additional information.

**Standard Uplight**

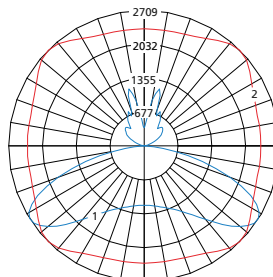
Model: SPG18-DTS-MW-55-SU-TP-90L-40K7-DCC-DV



Max Candela = 2847 Located At Horizontal Angle = 45, Vertical Angle = 57.5  
 1 - Vertical Plane Through Horizontal Angles (45 - 225) (Through Max. Cd.)  
 2 - Horizontal Cone Through Vertical Angle (57.5) (Through Max. Cd.)

**Enhanced Uplight**

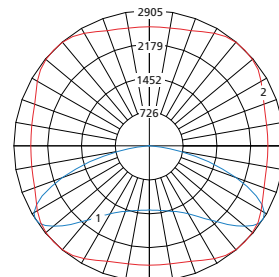
Model: SPG18-DTS-MW-55-EU-TP-90L-40K7-DCC-DV



Max Candela = 2709 Located At Horizontal Angle = 45, Vertical Angle = 57.5  
 1 - Vertical Plane Through Horizontal Angles (45 - 225) (Through Max. Cd.)  
 2 - Horizontal Cone Through Vertical Angle (57.5) (Through Max. Cd.)

**Downlight**

Model: SPG18-DTS-MW-55-D-TP-90L-40K7-DCC-DV



Max Candela = 2905 Located At Horizontal Angle = 45, Vertical Angle = 57.5  
 1 - Vertical Plane Through Horizontal Angles (45 - 225) (Through Max. Cd.)  
 2 - Horizontal Cone Through Vertical Angle (57.5) (Through Max. Cd.)

**LUMEN AMBIENT TEMPERATURE (LAT) FACTORS**

Avg. Ambient Temperature	10°C	15°C	20°C	25°C	30°C	35°C	40°C
Lumen Output Factor	1.03	1.02	1.01	1	0.99	0.98	0.97



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Luminaires for Parking Garages  
**SPG18 SERIES**

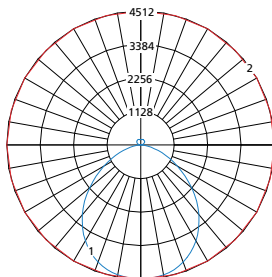
For additional photometry, go to [www.kenall.com](http://www.kenall.com)

Optic			Lamp Power	Initial Delivered Lumens, By Lamp Color [Downlight / Uplight] (lm)						Efficacy (lm/W)	Input Power (W)	Estd. L70 LED Life (hrs)	Delivered Output in LEL Battery Mode (lm)	Delivered Output in CEL Battery Mode (lm)
Distribution	Uplight	Lens Type		57K7	50K7	40K7	40K8	35K8	30K8					
5N	SU (6%)	TA	30L	4288 / 274	4288 / 274	4288 / 274	3992 / 255	3992 / 255	3711 / 237	114 - 132	35	125,000	958	2,052
			45L	6332 / 404	6332 / 404	6332 / 404	5895 / 376	5895 / 376	5480 / 350	105 - 121	55	120,000	958	2,052
			70L	8587 / 548	8587 / 548	8587 / 548	7995 / 510	7995 / 510	7432 / 474	102 - 118	78	100,000	958	2,052
			90L	10901 / 696	10901 / 696	10901 / 696	10150 / 648	10150 / 648	9435 / 602	98 - 114	102	80,000	N/A	N/A
			104L	11407 / 728	11407 / 728	11407 / 728	10620 / 678	10620 / 678	9873 / 630	93 - 108	113	100,000	N/A	N/A
			122L	12715 / 812	12715 / 812	12715 / 812	11838 / 756	11838 / 756	11005 / 702	84 - 98	139	80,000	N/A	N/A
		TP	30L	4336 / 277	4336 / 277	4336 / 277	4037 / 258	4037 / 258	3753 / 240	116 - 134	35	125,000	974	2,088
			45L	6403 / 409	6403 / 409	6403 / 409	5962 / 381	5962 / 381	5542 / 354	106 - 123	55	120,000	974	2,088
			70L	8684 / 554	8684 / 554	8684 / 554	8085 / 516	8085 / 516	7516 / 480	103 - 119	78	100,000	974	2,088
			90L	11024 / 704	11024 / 704	11024 / 704	10264 / 655	10264 / 655	9542 / 609	100 - 115	102	80,000	N/A	N/A
			104L	11535 / 736	11535 / 736	11535 / 736	10740 / 686	10740 / 686	9984 / 637	94 - 109	113	100,000	N/A	N/A
			122L	12859 / 821	12859 / 821	12859 / 821	11972 / 764	11972 / 764	11129 / 710	85 - 99	139	80,000	N/A	N/A
	EU (9%)	TA	30L	4137 / 409	4137 / 409	4137 / 409	3851 / 381	3851 / 381	3580 / 354	114 - 132	35	125,000	958	2,052
			45L	6109 / 604	6109 / 604	6109 / 604	5688 / 563	5688 / 563	5287 / 523	105 - 121	55	120,000	958	2,052
			70L	8285 / 819	8285 / 819	8285 / 819	7713 / 763	7713 / 763	7171 / 709	102 - 117	78	100,000	958	2,052
			90L	10517 / 1040	10517 / 1040	10517 / 1040	9792 / 968	9792 / 968	9103 / 900	98 - 113	102	80,000	N/A	N/A
			104L	11005 / 1088	11005 / 1088	11005 / 1088	10246 / 1013	10246 / 1013	9525 / 942	93 - 107	113	100,000	N/A	N/A
			122L	12267 / 1213	12267 / 1213	12267 / 1213	11421 / 1130	11421 / 1130	10618 / 1050	84 - 97	139	80,000	N/A	N/A
		TP	30L	4182 / 414	4182 / 414	4182 / 414	3893 / 385	3893 / 385	3619 / 358	115 - 133	35	125,000	966	2,070
			45L	6175 / 611	6175 / 611	6175 / 611	5749 / 569	5749 / 569	5345 / 529	106 - 122	55	120,000	966	2,070
			70L	8375 / 828	8375 / 828	8375 / 828	7797 / 771	7797 / 771	7248 / 717	103 - 119	78	100,000	966	2,070
			90L	10632 / 1051	10632 / 1051	10632 / 1051	9899 / 979	9899 / 979	9202 / 910	99 - 115	102	80,000	N/A	N/A
			104L	11125 / 1100	11125 / 1100	11125 / 1100	10357 / 1024	10357 / 1024	9629 / 952	94 - 108	113	100,000	N/A	N/A
			122L	12401 / 1226	12401 / 1226	12401 / 1226	11546 / 1142	11546 / 1142	10733 / 1062	85 - 98	139	80,000	N/A	N/A
D (0%)	TA	30L	4,209	4,209	4,209	3,918	3,918	3,643	105 - 122	35	125,000	882	1,890	
		45L	6,215	6,215	6,215	5,786	5,786	5,379	97 - 112	55	120,000	882	1,890	
		70L	8,429	8,429	8,429	7,847	7,847	7,295	94 - 109	78	100,000	882	1,890	
		90L	10,700	10,700	10,700	9,962	9,962	9,261	91 - 105	102	80,000	N/A	N/A	
		104L	11,196	11,196	11,196	10,424	10,424	9,691	86 - 99	113	100,000	N/A	N/A	
		122L	12,481	12,481	12,481	11,620	11,620	10,802	78 - 90	139	80,000	N/A	N/A	
	TP	30L	4,364	4,364	4,364	4,063	4,063	3,777	109 - 126	35	125,000	916	1,962	
		45L	6,445	6,445	6,445	6,001	6,001	5,578	101 - 116	55	120,000	916	1,962	
		70L	8,741	8,741	8,741	8,138	8,138	7,565	97 - 113	78	100,000	916	1,962	
		90L	11,096	11,096	11,096	10,331	10,331	9,604	94 - 109	102	80,000	N/A	N/A	
		104L	11,611	11,611	11,611	10,810	10,810	10,049	89 - 103	113	100,000	N/A	N/A	
		122L	12,943	12,943	12,943	12,050	12,050	11,202	81 - 93	139	80,000	N/A	N/A	

Information above is subject to change without notice. Visit [www.kenall.com](http://www.kenall.com) for IES files and additional information.

**Standard Uplight**

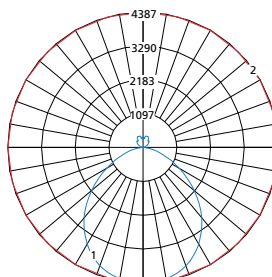
Model: SPG18-DTS-MW-5N-SU-TP-90L-40K7-DCC-DV



Max Candela = 4512 Located At Horizontal Angle = 0, Vertical Angle = 0  
 1 - Vertical Plane Through Horizontal Angles (0 - 180) (Through Max. Cd.)  
 2 - Horizontal Cone Through Vertical Angle (0) (Through Max. Cd.)

**Enhanced Uplight**

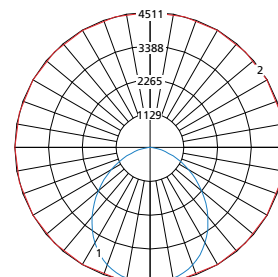
Model: SPG18-DTS-MW-5N-EU-TP-90L-40K7-DCC-DV



Max Candela = 4387 Located At Horizontal Angle = 15, Vertical Angle = 2.5  
 1 - Vertical Plane Through Horizontal Angles (15 - 195) (Through Max. Cd.)  
 2 - Horizontal Cone Through Vertical Angle (2.5) (Through Max. Cd.)

**Downlight**

Model: SPG18-DTS-MW-5N-D-TP-90L-40K7-DCC-DV



Max Candela = 4511 Located At Horizontal Angle = 90, Vertical Angle = 2.5  
 1 - Vertical Plane Through Horizontal Angles (90 - 270) (Through Max. Cd.)  
 2 - Horizontal Cone Through Vertical Angle (2.5) (Through Max. Cd.)

**LUMEN AMBIENT TEMPERATURE (LAT) FACTORS**

Avg. Ambient Temperature	10°C	15°C	20°C	25°C	30°C	35°C	40°C
Lumen Output Factor	1.03	1.02	1.01	1	0.99	0.98	0.97



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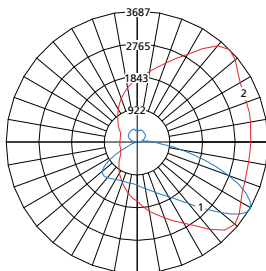
For additional photometry, go to [www.kenall.com](http://www.kenall.com)

Optic			Lamp Power	Initial Delivered Lumens, By Lamp Color [Downlight / Uplight] (lm)						Efficacy (lm/W)	Input Power (W)	Estd. L70 LED Life (hrs)	Delivered Output in LEL Battery Mode (lm)	Delivered Output in CEL Battery Mode (lm)
Distribution	Uplight	Lens Type		57K7	50K7	40K7	40K8	35K8	30K8					
HSS	SU (6%)	TA	30L	3630 / 232	3630 / 232	3630 / 232	3379 / 216	3379 / 216	3142 / 201	97 - 112	35	125,000	815	1,746
			45L	5360 / 342	5360 / 342	5360 / 342	4990 / 319	4990 / 319	4639 / 296	89 - 103	55	120,000	815	1,746
			70L	7269 / 464	7269 / 464	7269 / 464	6768 / 432	6768 / 432	6292 / 402	86 - 100	78	100,000	815	1,746
			90L	9228 / 589	9228 / 589	9228 / 589	8592 / 548	8592 / 548	7987 / 510	83 - 96	102	80,000	N/A	N/A
			104L	9656 / 616	9656 / 616	9656 / 616	8990 / 574	8990 / 574	8357 / 533	79 - 91	113	100,000	N/A	N/A
			122L	10764 / 687	10764 / 687	10764 / 687	10021 / 640	10021 / 640	9316 / 595	71 - 83	139	80,000	N/A	N/A
		TP	30L	3645 / 233	3645 / 233	3645 / 233	3394 / 217	3394 / 217	3155 / 201	97 - 112	35	125,000	815	1,746
			45L	5383 / 344	5383 / 344	5383 / 344	5012 / 320	5012 / 320	4659 / 297	89 - 103	55	120,000	815	1,746
			70L	7301 / 466	7301 / 466	7301 / 466	6797 / 434	6797 / 434	6319 / 403	87 - 100	78	100,000	815	1,746
			90L	9268 / 592	9268 / 592	9268 / 592	8629 / 551	8629 / 551	8022 / 512	84 - 97	102	80,000	N/A	N/A
			104L	9698 / 619	9698 / 619	9698 / 619	9029 / 576	9029 / 576	8394 / 536	79 - 91	113	100,000	N/A	N/A
			122L	10810 / 690	10810 / 690	10810 / 690	10065 / 642	10065 / 642	9357 / 597	72 - 83	139	80,000	N/A	N/A
	EU (9%)	TA	30L	3540 / 350	3540 / 350	3540 / 350	3296 / 326	3296 / 326	3064 / 303	97 - 113	35	125,000	815	1,746
			45L	5228 / 517	5228 / 517	5228 / 517	4867 / 481	4867 / 481	4525 / 448	90 - 104	55	120,000	815	1,746
			70L	7090 / 701	7090 / 701	7090 / 701	6601 / 653	6601 / 653	6136 / 607	87 - 100	78	100,000	815	1,746
			90L	9001 / 890	9001 / 890	9001 / 890	8380 / 829	8380 / 829	7790 / 770	84 - 97	102	80,000	N/A	N/A
			104L	9418 / 931	9418 / 931	9418 / 931	8768 / 867	8768 / 867	8151 / 806	79 - 92	113	100,000	N/A	N/A
			122L	10498 / 1038	10498 / 1038	10498 / 1038	9774 / 967	9774 / 967	9086 / 899	72 - 83	139	80,000	N/A	N/A
		TP	30L	3555 / 352	3555 / 352	3555 / 352	3310 / 327	3310 / 327	3077 / 304	98 - 113	35	125,000	823	1,764
			45L	5250 / 519	5250 / 519	5250 / 519	4888 / 483	4888 / 483	4544 / 449	90 - 104	55	120,000	823	1,764
			70L	7120 / 704	7120 / 704	7120 / 704	6629 / 656	6629 / 656	6163 / 609	87 - 101	78	100,000	823	1,764
			90L	9039 / 894	9039 / 894	9039 / 894	8416 / 832	8416 / 832	7823 / 774	84 - 97	102	80,000	N/A	N/A
			104L	9458 / 935	9458 / 935	9458 / 935	8806 / 871	8806 / 871	8186 / 810	80 - 92	113	100,000	N/A	N/A
			122L	10543 / 1043	10543 / 1043	10543 / 1043	9816 / 971	9816 / 971	9125 / 902	72 - 84	139	80,000	N/A	N/A
D (0%)	TA	30L	3,273	3,273	3,273	3,047	3,047	2,833	82 - 95	35	125,000	689	1,476	
		45L	4,833	4,833	4,833	4,500	4,500	4,183	75 - 87	55	120,000	689	1,476	
		70L	6,555	6,555	6,555	6,103	6,103	5,673	73 - 84	78	100,000	689	1,476	
		90L	8,322	8,322	8,322	7,748	7,748	7,202	71 - 82	102	80,000	N/A	N/A	
		104L	8,707	8,707	8,707	8,107	8,107	7,536	67 - 77	113	100,000	N/A	N/A	
		122L	9,706	9,706	9,706	9,037	9,037	8,401	61 - 70	139	80,000	N/A	N/A	
	TP	30L	3,486	3,486	3,486	3,245	3,245	3,017	87 - 101	35	125,000	731	1,566	
		45L	5,148	5,148	5,148	4,793	4,793	4,455	80 - 93	55	120,000	731	1,566	
		70L	6,981	6,981	6,981	6,499	6,499	6,042	78 - 90	78	100,000	731	1,566	
		90L	8,862	8,862	8,862	8,251	8,251	7,671	75 - 87	102	80,000	N/A	N/A	
		104L	9,273	9,273	9,273	8,634	8,634	8,026	71 - 82	113	100,000	N/A	N/A	
		122L	10,337	10,337	10,337	9,624	9,624	8,947	65 - 75	139	80,000	N/A	N/A	

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**Standard Uplight**

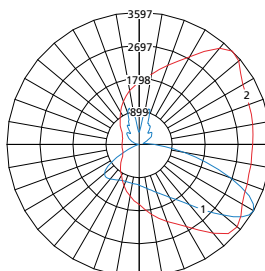
Model: SPG18-DTS-MW-HSS-SU-TP-90L-40K7-DCC-DV



Max Candela = 3687 Located At Horizontal Angle = 45, Vertical Angle = 60  
 1 - Vertical Plane Through Horizontal Angles (45 - 225) (Through Max. Cd.)  
 2 - Horizontal Cone Through Vertical Angle (60) (Through Max. Cd.)

**Enhanced Uplight**

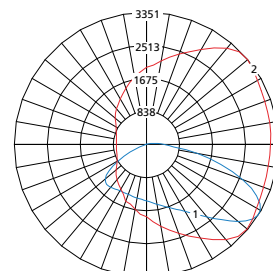
Model: SPG18-DTS-MW-HSS-EU-TP-90L-40K7-DCC-DV



Max Candela = 3597 Located At Horizontal Angle = 45, Vertical Angle = 60  
 1 - Vertical Plane Through Horizontal Angles (45 - 225) (Through Max. Cd.)  
 2 - Horizontal Cone Through Vertical Angle (60) (Through Max. Cd.)

**Downlight**

Model: SPG18-DTS-MW-HSS-D-TP-90L-40K7-DCC-DV



Max Candela = 3351 Located At Horizontal Angle = 40, Vertical Angle = 57.5  
 1 - Vertical Plane Through Horizontal Angles (40 - 220) (Through Max. Cd.)  
 2 - Horizontal Cone Through Vertical Angle (57.5) (Through Max. Cd.)

**LUMEN AMBIENT TEMPERATURE (LAT) FACTORS**

Avg. Ambient Temperature	10°C	15°C	20°C	25°C	30°C	35°C	40°C
Lumen Output Factor	1.03	1.02	1.01	1	0.99	0.98	0.97



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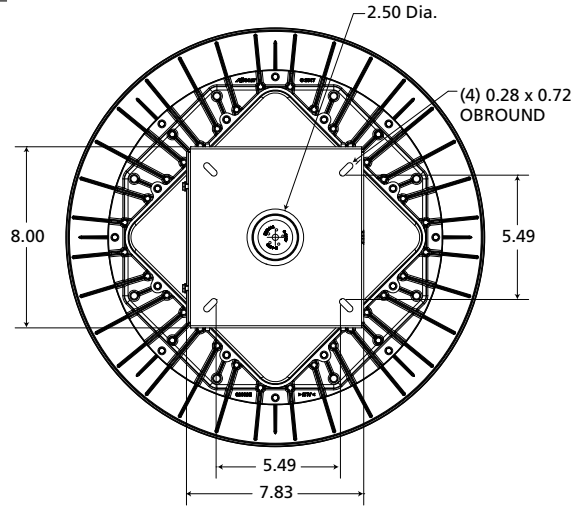
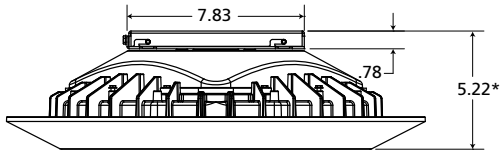
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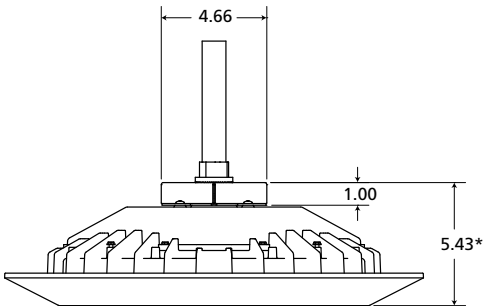
**SPG18 SERIES**

**MOUNTING DIMENSIONAL DATA**

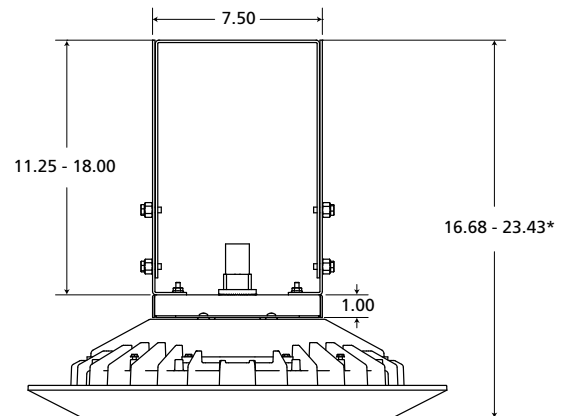
**Direct-to-Surface**



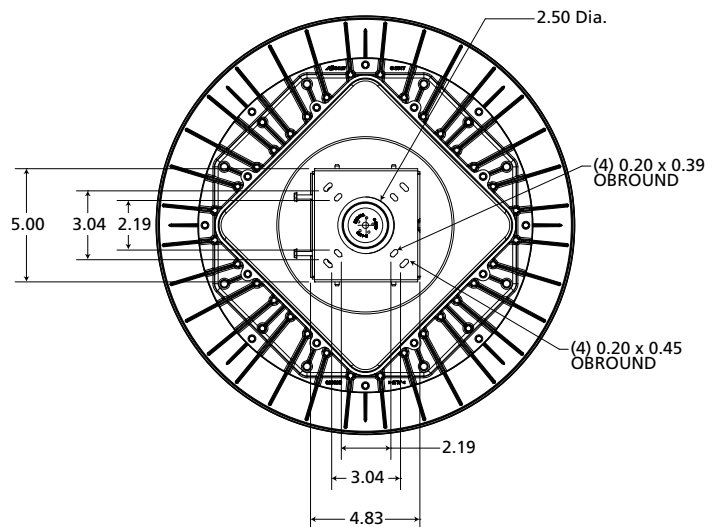
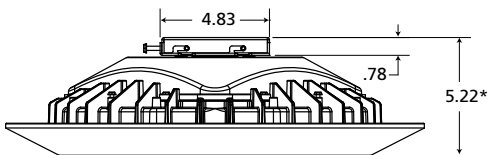
**Pendant Mount**



**Trunnion Kit**



**Quick Mount System**



\* LEL/CEL option adds 2.61" to the dimension



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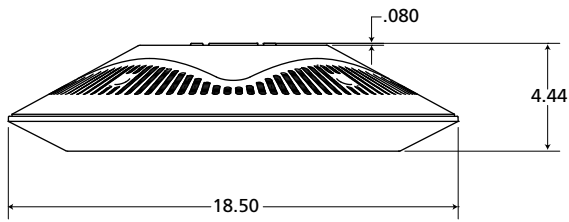
This product complies with the Buy American Act: manufactured in the United States with more than 50% of the component cost of US origin. It may be covered by patents found at [www.kenall.com/patents](http://www.kenall.com/patents). Content of specification sheets is subject to change; please consult [www.kenall.com](http://www.kenall.com) for current product details. ©2019 Kenall Mfg. Co.

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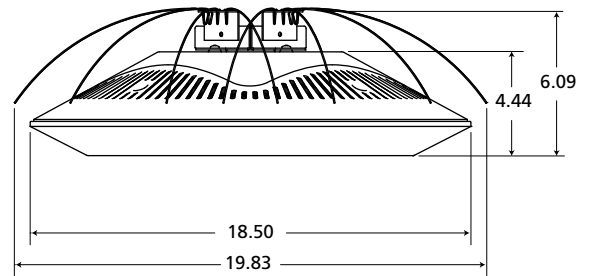
**SPG18 SERIES**

OPTIONS DIMENSIONAL DATA

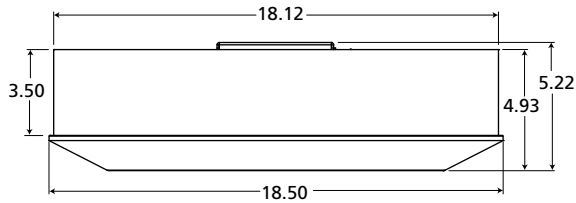
**Product with Optional Debris Shield**



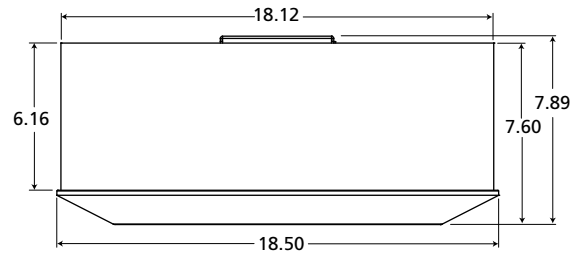
**Bird Deterrent**



**Bird Guard**

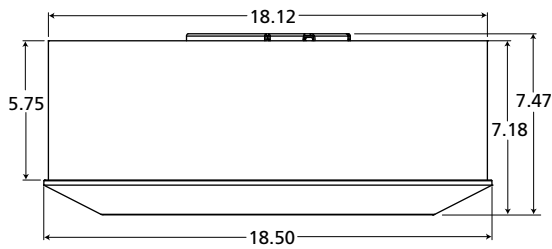


**Bird Guard with LEL**



**Bird Guard w/ TL2000PS\***

\* 70L Lamp Power and above



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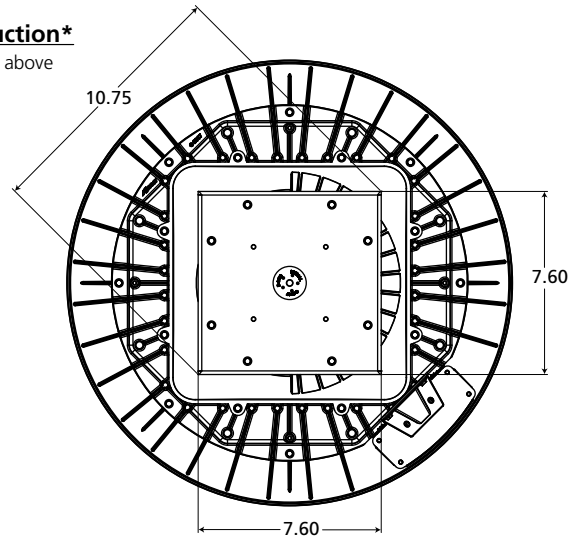
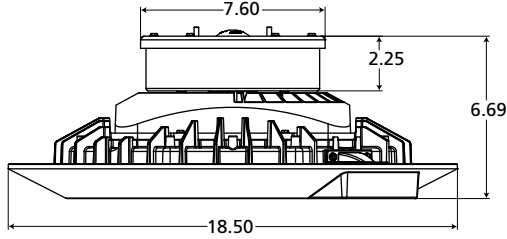
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**SPG18 SERIES**

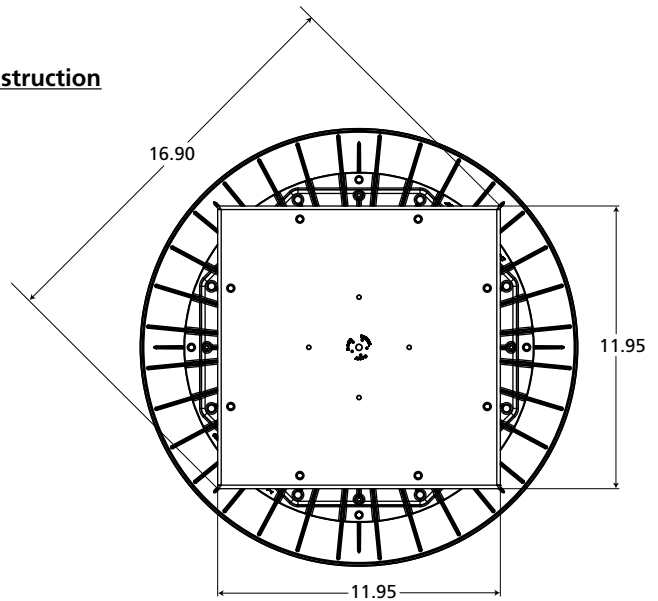
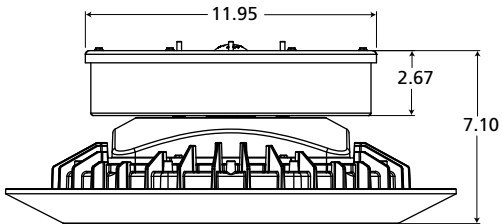
OPTIONS DIMENSIONAL DATA

**TL2000PS Construction\***

\* 70L Lamp Power and above



**LEL Construction**



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# Exhibit B:

## Drone Fly-Over Video

## Drone Fly-Over Video Link

<https://www.youtube.com/watch?v=1eNkkBlwXIM&feature=youtu.be>

# Exhibit C:

## Design Review Application



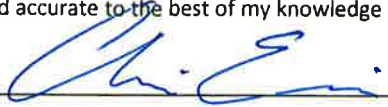
City of Ketchum  
Planning & Building

OFFICIAL USE ONLY	
File No:	P20-118
Date Recd:	12-14-20
By:	nr
Pre-Application Fee Paid:	
Design Review Fee:	7434.00
Approved Date:	
Denied Date:	
By:	
ADRE: Yes	<input type="checkbox"/>
No	<input type="checkbox"/>

### Design Review Application

APPLICANT INFORMATION			
Project Name: 4th & Main. St.	Phone: 858-232-4928		
Owner: Chris Ensign	Mailing Address: 4685 Highland Dr., #224, Millcreek, UT 84117		
Email: chris@solsticedev.com			
Architect/Representative: PH Architects/ Peter Paulos	Phone: 203-426-6500		
Email: ppaulos@ph-archs.com	Mailing Address: 38 Taunton Hill Rd., Newtown, CT 06477		
Architect License Number: AR-986736			
Engineer of Record: Samantha Stahlnecker	Phone: 208-788-1705		
Email: Sam@galena-engineering.com	Mailing Address: 317 N River St Hailey		
Engineer License Number: 17618			
<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: Block 5, Lots 1-4, Ketchum			
Street Address: 400 N Main St	RPK 000 000 500 10		
Lot Area (Square Feet): 21,989			
Zoning District: Community Core (CC)			
Overlay District: <input type="checkbox"/> Floodplain <input type="checkbox"/> Avalanche <input type="checkbox"/> Mountain <input checked="" type="checkbox"/> none			
Type of Construction: <input checked="" type="checkbox"/> New <input type="checkbox"/> Addition <input type="checkbox"/> Remodel <input type="checkbox"/> Other			
Anticipated Use: Retail/Residential	Number of Residential Units: 17 Total (5 Community Housing)		
TOTAL FLOOR AREA			
	Proposed	Existing	
Basements	0 Sq. Ft.	Sq. Ft.	
1 <sup>st</sup> Floor	19,100 Sq. Ft.	Sq. Ft.	
2 <sup>nd</sup> Floor	18,538 Sq. Ft.	Sq. Ft.	
3 <sup>rd</sup> Floor	13,646 Sq. Ft.	Sq. Ft.	
Mezzanine Fourth Floor	7,444 Sq. Ft.	Sq. Ft.	
Total	59,130 Sq. Ft.	Sq. Ft.	
FLOOR AREA RATIO			
Community Core: 2.23	Tourist:	General Residential-High:	
BUILDING COVERAGE/OPEN SPACE			
Percent of Building Coverage: N/A			
DIMENSIONAL STANDARDS/PROPOSED SETBACKS			
Front: (Main Street) 0'-6"	Side: (North) 4'-11"	Side: (South) 4'-10"	Rear: (Alley) 5'-1"
Building Height: 35'-8" (Front), 41'-11 1/2" (Rear)			
OFF STREET PARKING			
Parking Spaces Provided: 16			
Curb Cut: Sq. Ft.	%		
WATER SYSTEM			
<input 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.

X 

1.15.21

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.

# Exhibit D:

## Lot Line Shift Application




City of Ketchum  
Planning & Building

OFFICIAL USE ONLY	
File No.	P 21 - 009
Date Received:	1-19-21
By:	MP
Fee Paid:	1900 <sup>00</sup>
Approved Date:	
Denied Date:	
By:	

### Lot Line Shift Application

OWNER INFORMATION	
Owner Name: See Plat Note 3 c/o Chris Ensign	
Mailing Address: See Plat Note 3- 4685 Highland Dr #224 Millercreek, UT 84117	
Phone: 858-232-4928	
Email: chris@solsticedev.com	
PROJECT INFORMATION	
Name of Proposed Plat: Ketchum Lot 1A, Block 5	
Representative of Owner: Galena Engineering	RPK 000 000 50010
Phone: 208-788-1705	
Mailing Address: 317 N River Street, Hailey, ID 83333	
Email: sam@galena-engineering.com	
Legal Land Description: Ketchum Lots 1-4, Block 5	
Project Address: 460 N Main Street	
Number of Lots: 4 Existing, 1 Proposed	Number of Units: N/A
Total Land Area in Square Feet: 21,978 sf (0.5 ac)	Current Zoning District: Community Core (CC) Retail Core Subdistrict
Overlay District: <input type="checkbox"/> Flood <input type="checkbox"/> Mountain <input type="checkbox"/> Avalanche	
Easements to be Dedicated on the Final Plat (Describe Briefly):	
None	
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.	

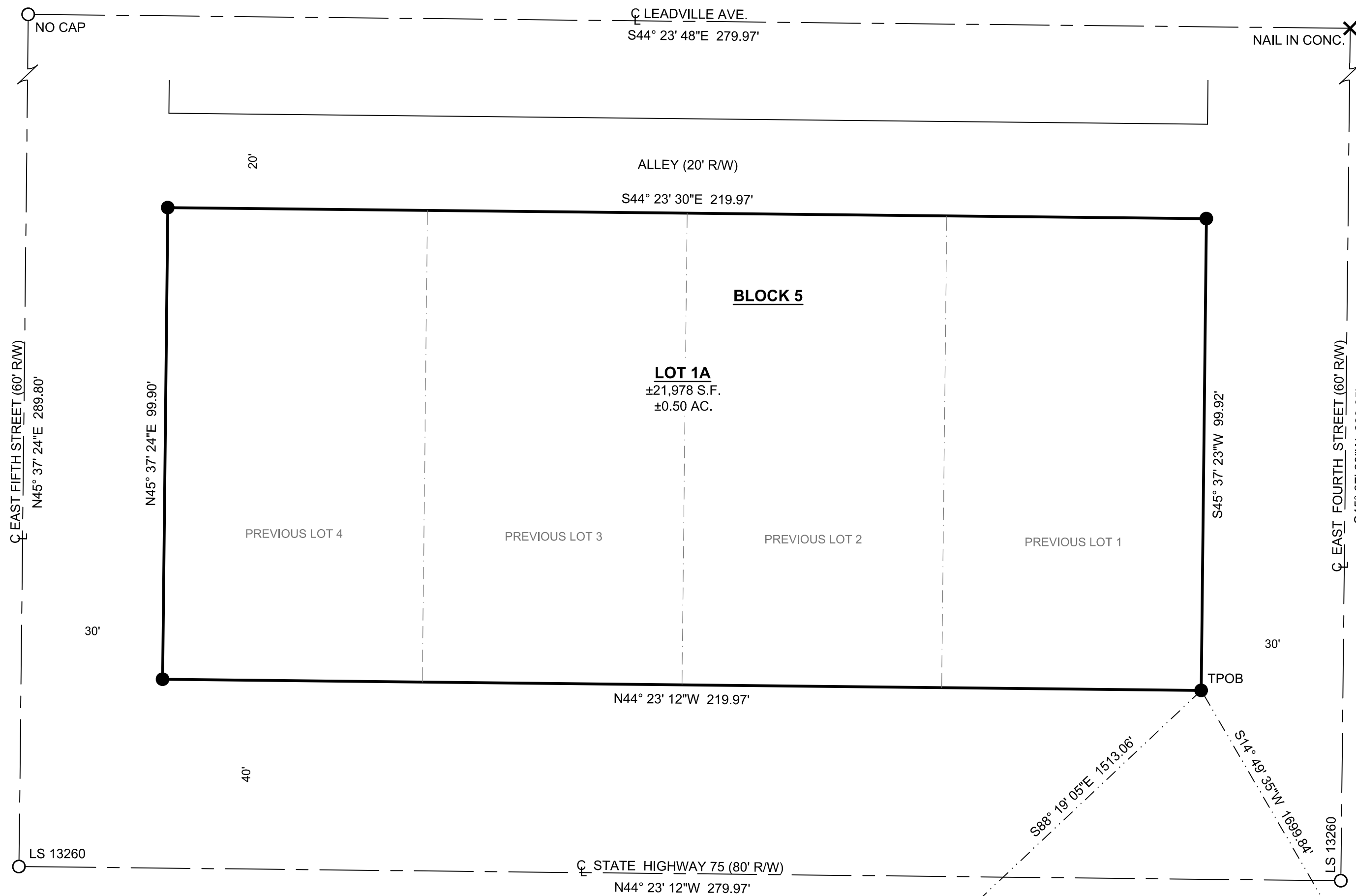
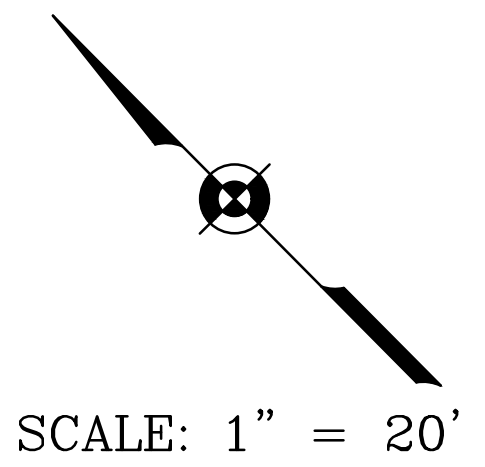
Applicant agrees in the event of a dispute concerning the interpretation or enforcement of the Lot Line Shift Application, in which the City of Ketchum is the prevailing party, to pay reasonable attorney fees, including attorney fees on appeal, and expenses of the City of Ketchum. I, the undersigned,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

  
Signature of Owner/Representative

1-15-21  
Date

A PLAT SHOWING  
**LOT 1A, BLOCK 5, KETCHUM TOWNSITE**  
 LOCATED WITHIN SECTION 18, T.4N., R.18E., B.M., CITY OF KETCHUM, BLAINE COUNTY, IDAHO  
 WHEREIN THE LOT LINES BETWEEN LOTS 1-4, BLOCK 5, CITY OF KETCHUM ARE VACATED

JANUARY 2021



**SURVEY NARRATIVE & NOTES**

1. The purpose of this survey is to show the monuments found and set during the boundary retracement of Lots 1-4, Block 5, Ketchum Townsite, per A Record of Survey for: Block 5, Lots 1 & 2, Instrument Number 644104, and A Record of Survey for: Ketchum Block 5, Lots 3 & 4, Instrument Number 642700, records of Blaine County, Idaho. All found monuments have been accepted. Lot corner monuments were set by block breakdown and proportioning record distances.
2. The current zoning is CC. Refer to the City of Ketchum Zoning Ordinance for specific information about this zone.
3. The owner of Lots 1 & 2 is 400 N Main, LLC, PO Box 1390, Southampton, NY 11969 and the owner of Lots 3 & 4 is Formula Investment, LLC, P.O. Box 775, Ketchum, ID 83340. The surveyor/representation is Mark E. Phillips, Galena Engineering, Inc., 317 N. River St., Hailey, Idaho 83333.
4. This development is subject to an Exceedance Agreement recorded under Instrument Number #\_\_\_\_\_.
5. Improvements in the right-of-way are subject to a Right-of-Way Encroachment Agreement recorded under Instrument Number #\_\_\_\_\_.

**LEGEND**

	Property Line	IC = Illegible Cap
	Adjoiner's Lot Line	NC = No Cap
	Centerline	TPOB = True Point of Beginning
	GIS Tie Line	
	Lot Line to be Vacated	
	Found Aluminum Cap	
	Found 5/8" Rebar	
	Nail in Concrete	
	Set 5/8" Rebar	

HEALTH CERTIFICATE: Sanitary restrictions as required by Idaho Code Title 50, Ch. 13, have been satisfied. Sanitary restrictions may be reimposed in accordance with Idaho Code Title 50, Ch. 13, Sec. 50-1326, by issuance of a Certificate of Disapproval.

Date \_\_\_\_\_ South Central District Health Dept., EHS

BLAINE COUNTY  
 G.I.S. CONTROL  
 "K2ND-8TH"  
 FOUND 5/8" REBAR

BLAINE COUNTY  
 G.I.S. CONTROL  
 "K1ST-3RD"  
 FOUND ALUMINUM CAP



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

LOT 1A, BLOCK 5,  
 KETCHUM TOWNSITE

GALENA ENGINEERING, INC.  
 HAILEY, IDAHO

1 OF 2  
 Job No. 7821



## 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





Matt Morris  
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. 1921938  
ALTA Commitment For Title Insurance 8-1-16 (4-2-18)  
Page 1 of 3



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

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AMERICAN  
LAND TITLE  
ASSOCIATION



- (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 8-1-16 (4-2-18)

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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: 1921938  
Issuing Office File Number: 1921938  
Property Address: Vacant Land, Ketchum, ID 83340  
Revision Number:

**1. Commitment Date:** October 22, 2019 at 8:00 A.M.

**2. Policy to be issued:**

**Proposed Policy Amount**

(a) ALTA Owner's Policy            Standard

Proposed Insured:        **To be determined**

(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:**

400 North Main, LLC, an Idaho Limited Liability Company

**5. The Land is described as follows:**

Lots 1 and 2 in Block 5, of the VILLAGE OF KETCHUM, as shown on the certified copy of the official map thereof, recorded as Instrument No. 302967, records of Blaine County, Idaho.

**STATEMENT OF CHARGES**

These charges are due and payable  
before a policy can be issued

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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.: 1921938

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 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 **400 North Main, LLC**.
6. 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.
7. 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 8-1-16 (4-2-18)

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# ALTA COMMITMENT FOR TITLE INSURANCE

## SCHEDULE B PART II

ISSUED BY  
STEWART TITLE GUARANTY COMPANY

### Exceptions

File No.: 1921938

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 2019 and subsequent years, which are a lien due not yet payable.

Note: General taxes for the year 2018, a lien in the amount of \$4,815.70, which are paid in full. (Parcel No. RPK00000050010)

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File No. 1921938

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 II

ISSUED BY  
STEWART TITLE GUARANTY COMPANY

## Exceptions

Note: General taxes for the year 2018, a lien in the amount of \$4,815.70, which are paid in full. (Parcel No. RPK00000050020)

10. Water, sewer, rubbish charges of the City of Ketchum.
11. Ketchum rubbish charges billed by Clear Creek Disposal.
12. 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.

*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. 1921938

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

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?
<b>For our everyday business purposes</b> — to process your transactions and maintain your account. This may include running the business and managing customer accounts, such as processing transactions, mailing, and auditing services, and responding to court orders and legal investigations.	Yes	No
<b>For our marketing purposes</b> — to offer our products and services to you.	Yes	No
<b>For joint marketing with other financial companies</b>	No	We don't share
<b>For our affiliates' everyday business purposes</b> — information about your transactions and experiences. Affiliates are companies related by common ownership or control. They can be financial and non-financial companies. <i>Our affiliates may include companies with a Stewart name; financial companies, such as Stewart Title Company</i>	Yes	No
<b>For our affiliates' everyday business purposes</b> — information about your creditworthiness.	No	We don't share
<b>For our affiliates to market to you</b> — For your convenience, Stewart has developed a means for you to opt out from its affiliates marketing even though such mechanism is not legally required.	Yes	Yes, send your first and last name, the email address used in your transaction, your Stewart file number and the Stewart office location that is handling your transaction by email to <a href="mailto:optout@stewart.com">optout@stewart.com</a> or fax to 1-800-335-9591.
<b>For non-affiliates to market to you.</b> Non-affiliates are companies not related by common ownership or control. They can be financial and non-financial companies.	No	We don't share

We may disclose your personal information to our affiliates or to non-affiliates as permitted by law. If you request a transaction with a non-affiliate, such as a third party insurance company, we will disclose your personal information to that non-affiliate. [We do not control their subsequent use of information, and suggest you refer to their privacy notices.]

### SHARING PRACTICES

<b>How often do the Stewart Title Companies notify me about their practices?</b>	We must notify you about our sharing practices when you request a transaction.
<b>How do the Stewart Title Companies protect my personal information?</b>	To protect your personal information from unauthorized access and use, we use security measures that comply with federal law. These measures include computer, file, and building safeguards.
<b>How do the Stewart Title Companies collect my personal information?</b>	We collect your personal information, for example, when you <ul style="list-style-type: none"> <li>▪ request insurance-related services</li> <li>▪ provide such information to us</li> </ul> We also collect your personal information from others, such as the real estate agent or lender involved in your transaction, credit reporting agencies, affiliates or other companies.
<b>What sharing can I limit?</b>	Although federal and state law give you the right to limit sharing (e.g., opt out) in certain instances, we do not share your personal information in those instances.

**Contact us:** *If you have any questions about this privacy notice, please contact us at: Stewart Title Guaranty Company, 1360 Post Oak Blvd., Ste. 100, Privacy Officer, Houston, Texas 77056*





October 22, 2019  
Order No.: 700093

RE: 460 North Main Street, Ketchum, ID 83340

Dear Valued Customer,

Thank you for giving Pioneer Title Company the opportunity to serve you. We appreciate your business and will strive to merit the confidence you have shown in us. Please find attached your title commitment. In it, you'll find your preliminary title report with supporting documentation related to the property at 460 North Main Street.

Should you have any questions regarding the documents contained herein including concerns related to exceptions, legal descriptions, or vesting, please contact any one of your Pioneer Title Company team members:

Escrow Officer

Paige McAllister  
Ph: (208) 726-6954  
Email: [pmcallister@pioneertitleco.com](mailto:pmcallister@pioneertitleco.com)

Title Officer

Tyler Gunstream  
Ph: (208) 467-0117  
Email: [tgunstream@pioneertitleco.com](mailto:tgunstream@pioneertitleco.com)

Best Regards,  
Your Pioneer Title Co. Team



File No. 700093

*Please review the following questions and contact your Escrow Officer or Title Officer if the answer to any is “Yes.”*

- Are any principals using a Power of Attorney?
- Are any of the parties in title incapacitated or deceased?
- Has a change in marital status occurred for any of the principals?
- Is the property now vested, or will the property be transferred, to a new trust, partnership, or corporation?
- Has any construction or remodeling been done to the property in the last 90 days?

Escrow Officer

Title Officer

Paige McAllister

Tyler Gunstream

Ph: (208) 726-6954

Ph: (208) 467-0117

Email: pmcallister@pioneertitleco.com

Email: tgunstream@pioneertitleco.com

Property Address: 460 North Main Street, Ketchum, ID 83340

Buyer/Borrower: Solstice Homes, LLC

Seller: Formula Investment LLC



Title Fees & Breakdown

Policy Issuing Agent For:  
Old Republic National Title Insurance Company

File No.: 700093

**COVERAGE**

<b>Sales Price</b>	\$2,420,000.00	<b>Owner's Coverage</b>	Standard
<b>Loan Amount</b>		<b>Lender's Coverage</b>	

**TITLE POLICY CALCULATIONS FOR DISCLOSURE**

<b>Product</b>	<b>CD Disclosed Premiums</b>	<b>Actual Premiums</b>	<b>Premium Adjustments</b>
<b>Loan</b>		\$0.00	(Title Premium Adjustment) \$0.00
<b>Owners</b>	\$5,890.00	\$5,890.00	(Short Term Discount – If Any) \$0.00

**OTHER FEES**

**Owners Endorsements:**

**Lenders Endorsements:**

**Owners Inspection** N/A

**Owners Additional Chain** N/A

**Lenders Inspection:** N/A

**Lenders Additional Chain:** N/A

**Recording Fees:** **Effective July 1, 2017**  
**Recording Fees will be:**  
**Deeds \$15.00 (up to 30 pages)**  
**Deed of Trusts \$45.00 (up to 30 pages)**  
**For all other documents the rate shall be:**  
**\$10 for the first page / \$3 each additional page**

**E-file Fee:** An additional \$4.50 per document

**CPL Fee:** \$25.00

Please contact Tyler Gunstream at [tgunstream@pioneertitleco.com](mailto:tgunstream@pioneertitleco.com) or (208) 467-0117 with any questions.

# ALTA Commitment for Title Insurance



Issued By Old Republic National Title Insurance 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, Old Republic National Title Insurance Company, a Florida 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 6 months after the Commitment Date, this Commitment terminates and the Company's liability and obligation end.

Issued By:



**Pioneer Title Company of Blaine County**  
**100 10th Avenue South**  
**Nampa, ID 83651**

*Authorized Agent for Old Republic National  
Title Insurance Company*

Authorized Signatory

**OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY**

*A Stock Company*  
*400 Second Avenue South, Minneapolis, Minnesota 55401*  
*(612) 371-1111*

By  *President*  
Attest  *Secretary*

*This page is only a part of a 2016 ALTA Commitment for Title Insurance. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I – Requirements; and Schedule B, Part II – Exceptions.*

## 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 counter-signature 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.
- (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.

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(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>.



Title Insurance Commitment

Policy Issuing Agent For:
Old Republic National Title Insurance Company
Issuing Agent: Pioneer Title Company of Blaine County
Issuing Office: 100 10th Avenue South

File No.: 700093
Reference No.:

Schedule A

1. Commitment Date: September 26, 2019 7:30AM

2. Policy or Policies to be issued:

(a) 2006 ALTA Owner's Policy - Standard \$2,420,000.00 \$5,890.00
Proposed Insured: Solstice Homes, LLC
Endorsements: \$0.00

Inspection Fee: N/A

(b) 2006 ALTA Lender's Policy -

Proposed Insured: \$0.00

Endorsements: \$0.00

Inspection Fee: N/A

3. The estate or interest in the land described or referred to in this Commitment is:
FEE SIMPLE

4. Title to the estate or interest in the land is at the Effective Date vested in:
Formula Investment, L.L.C., an Idaho limited liability company

5. The land referred to in this Commitment is described as follows:
SEE EXHIBIT A ATTACHED HERETO AND MADE A PART HEREOF.

Old Republic National Title Insurance Company

Tyler Gohm (handwritten signature)

Authorized Signatory

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## **Schedule B-I**

### ALTA COMMITMENT

#### **Requirements**

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. This Company will require the enclosed Seller or Borrower Affidavit (regarding State Liens and Indigent Care Services) be signed and returned in order to issue the policy herein.
6. We require a copy of the Certificate of Organization, Operating Agreement and Resolutions, and any amendments showing the power and authority of the party or parties who plan to execute the forthcoming conveyance or encumbrance on behalf of Formula Investment, L.L.C..



## Schedule B-II

### ALTA COMMITMENT

#### Exceptions

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:

#### General Exceptions:

1. Any defect, lien, encumbrance, adverse claim, or other matter that appears for the first time in the Public Records or is created, attaches, or is disclosed between the Commitment Date and the date on which all of the Schedule B, Part I—Requirements are met.
2. Rights or claims of parties in possession not shown by the public records.
3. Encroachments, overlaps, boundary line disputes, and any other matters which would be disclosed by an accurate survey or inspection of the premises including, but not limited to, insufficient or impaired access or matters contradictory to any survey plat shown by the public records.
4. Easements, or claims of easements, not shown by the public records.
5. Any lien, or right to a lien, for services, labor, or material heretofore or hereafter furnished, imposed by law and 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. Taxes or special assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public records. Proceedings by a public agency which may result in taxes or assessments, or notices to such proceedings, whether or not shown by the records of such agency or by the public records.

(General Exceptions 1 through 7 will not appear as printed Exceptions on Extended Coverage Policies or the ALTA Homeowners Policy)

#### Special Exceptions:

8. General taxes for the year 2018, are paid in full.

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9. General taxes for the year 2019, which are liens and are not yet due and payable.  
Parcel No.: RPK0000005003A
10. Sewer charges and special assessments, if any, for the City of Ketchum.
11. Covenants, conditions, restrictions and easements as set forth on the plat.  
Name of Plat: Village of Ketchum  
Instrument No.: [302967](#)  
Deleting or omitting any covenant, condition or restriction indicating a preference, limitation or discrimination based on race, color, religion, sex, handicap, familial status, or national origin to the extent such covenants, conditions or restrictions violate 42 USC 3604(c).
12. Matters disclosed by Record of Survey  
Recorded: April 11, 2017  
[Instrument No.: 642700](#)  
Deleting or omitting any covenant, condition or restriction indicating a preference, limitation or discrimination based on race, color, religion, sex, handicap, familial status, or national origin to the extent such covenants, conditions or restrictions violate 42 USC 3604(c).

13. A Deed of Trust to secure an indebtedness of \$250,000.00, and any other amounts as therein provided, payable under the terms, conditions, provisions and stipulations thereof.

Dated: April 9, 2002

Grantor: Formula Investment, L.L.C., an Idaho limited liability company

Trustee: Sun Valley Title Company

Beneficiary: First Bank of Idaho, fsb

Recorded: April 11, 2002

[Instrument No.: 463894](#)

Re-Recorded: June 12, 2002

Instrument No.: 466663

An Agreement to modify the terms and provisions of said Deed of Trust as therein provided

Executed by: Formula Investment, L.L.C. and First Bank of Idaho, fsb

Recorded: November 24, 2008

[Instrument No.: 563102](#)

Assignment of beneficial interest under said Deed of Trust by the following Instrument

To: 2010-1 CRE Venture, LLC, a Delaware limited liability company

Recorded: November 22, 2010

[Instrument No.: 582590](#)

Re-recorded: April 16, 2013

Instrument No.: [608369](#)

Affidavit of Assignment

Recorded: December 16, 2014

[Instrument No.: 623316](#)

Assignment of beneficial interest under said Deed of Trust by the following Instrument

To: HVS I LLC, a Delaware limited liability company

Recorded: February 20, 2015

[Instrument No.: 624649](#)

Assignment of beneficial interest under said Deed of Trust by the following Instrument

To: Avid Commercial, LLC, a Utah limited liability company d/b/a Quorus Commercial

Recorded: May 28, 2015

[Instrument No.: 626865](#)

Assignment of beneficial interest under said Deed of Trust by the following Instrument

To: Capital Community Bank, its successors and assigns

Recorded: May 28, 2015

[Instrument No.: 626866](#)

End of Exceptions

NOTE: As an accommodation and not part of this Commitment, no liability is assumed by noting the following conveyances describing all or part of the subject property, which have been recorded within the last months:

None

NOTE: We have searched for tax liens and judgments against Solstice Homes, LLC and find the following in the public records:

NONE

NOTE: The County Records and/or the City Engineer's Office show the address to be:

460 North Main Street, Ketchum, ID 83340

NOTE: There is no notice of record and therefore no search has been made for any unpaid assessments, charges, or fees for sewer, water, garbage, irrigation, or other possible utility services.

NOTE: If the proposed insured under the Policy to issue has any questions concerning the coverage or exclusions from coverage, the Company will be pleased to provide an explanation.

NOTE: Pursuant to the State of Idaho insurance regulations, a cancellation fee may 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.

EXHIBIT A

Lots 3 and 4, Block 5, Ketchum Townsite, Blaine County, Idaho, according to the official plat thereof, on file in the office of the County Recorder of Blaine County, Idaho.

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**FACTS**
**WHAT DOES OLD REPUBLIC TITLE DO WITH YOUR PERSONAL INFORMATION?**

<b>Why?</b>	Financial companies choose how they share your personal information. Federal law gives consumers the right to limit some but not all sharing. Federal law also requires us to tell you how we collect, share, and protect your personal information. Please read this notice carefully to understand what we do.
<b>What?</b>	<p>The types of personal information we collect and share depend on the product or service you have with us. This information can include:</p> <ul style="list-style-type: none"> <li>• Social Security number and employment information</li> <li>• Mortgage rates and payments and account balances</li> <li>• Checking account information and wire transfer instructions</li> </ul> <p>When you are <i>no longer</i> our customer, we continue to share your information as described in this notice.</p>
<b>How?</b>	All financial companies need to share customers' personal information to run their everyday business. In the section below, we list the reasons financial companies can share their customers' personal information; the reasons Old Republic Title chooses to share; and whether you can limit this sharing.

Reasons we can share your personal information	Does Old Republic Title share?	Can you limit this sharing?
<b>For our everyday business purposes</b> — such as to process your transactions, maintain your account(s), or respond to court orders and legal investigations, or report to credit bureaus	<b>Yes</b>	<b>No</b>
<b>For our marketing purposes</b> — to offer our products and services to you	<b>No</b>	<b>We don't share</b>
<b>For joint marketing with other financial companies</b>	<b>No</b>	<b>We don't share</b>
<b>For our affiliates' everyday business purposes</b> — information about your transactions and experiences	<b>Yes</b>	<b>No</b>
<b>For our affiliates' everyday business purposes</b> — information about your creditworthiness	<b>No</b>	<b>We don't share</b>
<b>For our affiliates to market to you</b>	<b>No</b>	<b>We don't share</b>
<b>For non-affiliates to market to you</b>	<b>No</b>	<b>We don't share</b>

**Questions**

 Go to [www.oldrepublictitle.com](http://www.oldrepublictitle.com) (Contact Us)

Who we are	
Who is providing this notice?	Companies with an Old Republic Title name and other affiliates. Please see below for a list of affiliates.

What we do	
<b>How does Old Republic Title protect my personal information?</b>	To protect your personal information from unauthorized access and use, we use security measures that comply with federal law. These measures include computer safeguards and secured files and buildings. For more information, visit <a href="http://www.OldRepublicTitle.com/newnational/Contact/privacy">http://www.OldRepublicTitle.com/newnational/Contact/privacy</a> .
<b>How does Old Republic Title collect my personal information?</b>	<p>We collect your personal information, for example, when you:</p> <ul style="list-style-type: none"> <li>• Give us your contact information or show your driver's license</li> <li>• Show your government-issued ID or provide your mortgage information</li> <li>• Make a wire transfer</li> </ul> <p>We also collect your personal information from others, such as credit bureaus, affiliates, or other companies.</p>
<b>Why can't I limit all sharing?</b>	<p>Federal law gives you the right to limit only:</p> <ul style="list-style-type: none"> <li>• Sharing for affiliates' everyday business purposes - information about your creditworthiness</li> <li>• Affiliates from using your information to market to you</li> <li>• Sharing for non-affiliates to market to you</li> </ul> <p>State laws and individual companies may give you additional rights to limit sharing. See the "Other important information" section below for your rights under state law.</p>

Definitions	
<b>Affiliates</b>	<p>Companies related by common ownership or control. They can be financial and nonfinancial companies.</p> <ul style="list-style-type: none"> <li>• <i>Our affiliates include companies with an Old Republic Title name, and financial companies such as Attorneys' Title Fund Services, LLC, Lex Terrae National Title Services, Inc., Mississippi Valley Title Services Company, and The Title Company of North Carolina.</i></li> </ul>
<b>Non-affiliates</b>	<p>Companies not related by common ownership or control. They can be financial and non-financial companies.</p> <ul style="list-style-type: none"> <li>• <i>Old Republic Title does not share with non-affiliates so they can market to you</i></li> </ul>
<b>Joint marketing</b>	<p>A formal agreement between non-affiliated financial companies that together market financial products or services to you.</p> <ul style="list-style-type: none"> <li>• <i>Old Republic Title doesn't jointly market.</i></li> </ul>

## Other Important Information

Oregon residents only: We are providing you this notice under state law. We may share your personal information (described on page one) obtained from you or others with non-affiliate service providers with whom we contract, such as notaries and delivery services, in order to process your transactions. You may see what personal information we have collected about you in connection with your transaction (other than personal information related to a claim or legal proceeding). To see your information, please click on "Contact Us" at [www.oldrepublictitle.com](http://www.oldrepublictitle.com) and submit your written request to the Legal Department. You may see and copy the information at our office or ask us to mail you a copy for a reasonable fee. If you think any information is wrong, you may submit a written request online to correct or delete it. We will let you know what actions we take. If you do not agree with our actions, you may send us a statement.

### Affiliates Who May be Delivering This Notice

American First Abstract, LLC	American First Title & Trust Company	American Guaranty Title Insurance Company	Attorneys' Title Fund Services, LLC	Compass Abstract, Inc.
eRecording Partners Network, LLC	Genesis Abstract, LLC	Kansas City Management Group, LLC	L.T. Service Corp.	Lenders Inspection Company
Lex Terrae National Title Services, Inc.	Lex Terrae, Ltd.	Mara Escrow Company	Mississippi Valley Title Services Company	National Title Agent's Services Company
Old Republic Branch Information Services, Inc.	Old Republic Diversified Services, Inc.	Old Republic Exchange Company	Old Republic National Title Insurance Company	Old Republic Title and Escrow of Hawaii, Ltd.
Old Republic Title Co.	Old Republic Title Company of Conroe	Old Republic Title Company of Indiana	Old Republic Title Company of Nevada	Old Republic Title Company of Oklahoma
Old Republic Title Company of Oregon	Old Republic Title Company of St. Louis	Old Republic Title Company of Tennessee	Old Republic Title Information Concepts	Old Republic Title Insurance Agency, Inc.
Old Republic Title, Ltd.	Republic Abstract & Settlement, LLC	Sentry Abstract Company	The Title Company of North Carolina	Title Services, LLC
Trident Land Transfer Company, LLC				





File No. 700093

AFFIDAVIT AND INDEMNITY FOR SELLER OR BORROWER

State of Idaho
County of Blaine

Subject Property: 460 North Main Street, Ketchum, ID 83340

See Exhibit A attached hereto and made a part hereof.

Before me, the undersigned authority on this day personally appeared Formula Investment LLC, personally known to me to be the person(s) whose name(s) is/are subscribed hereto and upon his/her/their oath(s) depose(s) and say(s) that no proceedings in bankruptcy or receivership have been instituted by or against him/her/them or the entity he/she/them represent(s) and, if it applies, that the marital status of affiant has not changed since the day of acquisition of said property and represents to the purchaser, lender, Old Republic National Title Insurance Company and/or Pioneer Title Company in this transaction that there are:

- 1. No loans or liens (including Federal or State Liens, Judgment Liens, Child Support Liens or Medical Assistance Liens) and no unpaid governmental or association taxes or assessments of any kind on such property, other than items being paid through this transaction, except the following:

If none, state "NONE"

Creditor Approximate Amount

\_\_\_\_\_

- 2. No unpaid debts for plumbing fixtures, water heaters, floor furnaces, air conditioners, radio or television antennas, carpeting, rugs, lawn sprinkling systems, blinds, window shades, draperies, electric appliances, fences, street paving or any personal property or fixtures that are located on the subject described above, and that no such items have been purchased on time payment contracts and there are no security interests on such property secured by financing statement, security agreement or otherwise, other than items being paid through this transaction except the following:

If none, state "NONE"

Secured Party Approximate Amount

\_\_\_\_\_

- 3. There are no unpaid obligations for labor and material used in the construction of improvements or repairs on the above described property and there are now no unpaid labor or material claims against the improvements or the land upon which same are situated, and I hereby declare that all sums of money due for the erection of improvements have been fully paid and satisfied.

If none, state "NONE"

True \_\_\_\_\_ False \_\_\_\_\_ (If false, please list below)

Laborer or Material Supplier Approximate Amount Owed

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

4. No assistance has been provided to the undersigned or any of their legal dependents and no application for assistance for indigent care has been made in the last 31 days to the County, nor will the same be made by the undersigned pursuant to Idaho Code 31-3504.

True \_\_\_\_\_ False \_\_\_\_\_

5. Parties in possession of the above described land is/are the affiant(s).

True \_\_\_\_\_ False \_\_\_\_\_ - If false, the parties in possession are:

\_\_\_\_\_ under (check applicable occupancy agreement)

\_\_\_ Option to purchase

\_\_\_ Lease with term of \_\_\_\_\_

\_\_\_ Rental

\_\_\_ Other (please explain) \_\_\_\_\_

**(To be completed by seller in a sales transaction)**

Office Address, if seller is a business entity:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Home Address, if seller is a non-business entity:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

INDEMNITY: I agree to pay on demand to the purchaser, lender, Pioneer Title Company, and/or Old Republic National Title Insurance Company in this transaction, their successors and assigns, all amount secured by any and all liens not shown above, together with all costs, losses and attorney's fees that said parties may incur in connection with such unmentioned liens and not shown in accompanying commitment. Provided said liens either currently apply to such property, or a part thereof, or are subsequently established against said property and are created by me, known by me, or have an inception date prior to the consummation of this transaction.

I realize that the purchaser, lender, Pioneer Title Company and/or Old Republic National Title Insurance Company in this transaction are relying on the representations contained herein in purchasing same, lending money, insuring title thereon and would not purchase same, lend money or issue title insurance unless said representations were made. If seller or borrower is an entity, I have authority to sign on its behalf.

Formula Investment LLC

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

Sherry Daech by Ellen Frieder, as her Attorney-in-Fact

State of \_\_\_\_\_, County of \_\_\_\_\_

Sworn to and subscribed before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_

Notary: \_\_\_\_\_

Residing At: \_\_\_\_\_

Commission Expires: \_\_\_\_\_

EXHIBIT A

Lots 3 and 4, Block 5, Ketchum Townsite, Blaine County, Idaho, according to the official plat thereof, on file in the office of the County Recorder of Blaine County, Idaho.



Parcel Number

**PP1P00000F0260**

Property Address  
460 N MAIN ST  
KETCHUM ID 83340

Property Year  
**2019**

Legal Description  
SPORTING GOODS

Base Code Area 003-001  
Incr Code Area 003-014  
Project Name  
KETCHUM 003-001

Owner/Contact Name  
FORMULASPORTS INC

Type  
OWNER

Relationship  
Owner% HOE  
100.00%

Mailing Address  
BOX 4859  
KETCHUM ID 83340

Parcel Status Active  
Property Type Personal Property  
Sub Type

Land Group  
KETCHUM TOWNSITE  
Township Range Section  
4N 17E 13

Location Code  
Parcel Type  
Zoning

Reappraisal Year  
Inspection Date  
Appraiser Initials MKF

CB: No NC: No

Tax Certification

District Roll Type Units Amount

Instrument Eff Date Action Source Target Comments

PP Exemption Application: 384 (Approved)

SCC	Type	Suffix	Description	CHARACTERISTIC		ROLLS		ACRES		VALUATION SUMMARY				
				Assessed	Status	Occupancy	Status	Quantity	Assessed Value	Exemption Amount	Net Taxable Value	Net Taxable Base	Net Taxable Incr	
59	PERS	1		PRIMARY	E	NO	E		\$ 15,663	\$ -15,663	PP	\$ 0	\$ 0	\$ 0
68	PERS	1		PRIMARY	E	NO	E		\$ 7,786	\$ -7,786	PP	\$ 0	\$ 0	\$ 0
<b>TOTALS:</b>									\$ 23,449	\$ -23,449	PP	\$ 0	\$ 0	\$ 0

ROLL STATUS: E Equalized (Final)

Personal Property Exemption



**BLAINE COUNTY TREASURER**  
**JOHN DAVID DAVIDSON**  
 219 1ST AVE SOUTH SUITE 102  
 HAILEY ID 83333  
 TELEPHONE: (208) 788-5530

**TAX HISTORY**

PARCEL NUMBER  
**PP1P00000F0260**

LEGAL DESCRIPTION  
 SPORTING GOODS

PRIMARY PROPERTY ADDRESS  
 460 N MAIN ST  
 KETCHUM ID 83340

FORMULASPORTS INC  
 BOX 4859  
 KETCHUM ID 83340

<b>BALANCE DUE</b>	INTEREST DATE 10/18/2019
<b>Paid in Full</b>	BALANCE AS OF 10/18/2019 04:47PM
TOTAL	

Year	Roll	Half	Type	Tax	Certification	Late Charge	Fee	Interest*	TOTAL
2018									
2017									
2016									
2015									
2014									
2013									
2012	Primary		Charge	\$ 150.08	\$ -	\$ 3.00	\$ -	\$ -	\$ 153.08
			Adjustment	\$ -	\$ -	\$ -3.00	\$ -	\$ -	\$ -3.00
			Payment	\$ -150.08	\$ -	\$ -	\$ -	\$ -	\$ -150.08
2011	Primary		Charge	\$ 134.02	\$ -	\$ -	\$ -	\$ -	\$ 134.02
			Payment	\$ -134.02	\$ -	\$ -	\$ -	\$ -	\$ -134.02
2010	Primary		Charge	\$ 123.52	\$ -	\$ 1.24	\$ -	\$ -	\$ 124.76
			Adjustment	\$ -	\$ -	\$ -1.24	\$ -	\$ -	\$ -1.24
			Payment	\$ -123.52	\$ -	\$ -	\$ -	\$ -	\$ -123.52
2009	Primary		Charge	\$ 109.70	\$ -	\$ 1.10	\$ -	\$ -	\$ 110.80
			Adjustment	\$ -	\$ -	\$ -1.10	\$ -	\$ -	\$ -1.10
			Payment	\$ -109.70	\$ -	\$ -	\$ -	\$ -	\$ -109.70
2008	Primary		Charge	\$ 96.40	\$ -	\$ 1.92	\$ -	\$ -	\$ 98.32
			Adjustment	\$ -	\$ -	\$ -1.92	\$ -	\$ -	\$ -1.92
			Payment	\$ -96.40	\$ -	\$ -	\$ -	\$ -	\$ -96.40
2007	Primary		Charge	\$ 111.70	\$ -	\$ 2.24	\$ -	\$ -	\$ 113.94
			Adjustment	\$ -	\$ -	\$ -2.24	\$ -	\$ -	\$ -2.24
			Payment	\$ -111.70	\$ -	\$ -	\$ -	\$ -	\$ -111.70
2006	Primary		Charge	\$ 139.66	\$ -	\$ 1.40	\$ -	\$ -	\$ 141.06
			Adjustment	\$ -	\$ -	\$ -1.40	\$ -	\$ -	\$ -1.40
			Payment	\$ -139.66	\$ -	\$ -	\$ -	\$ -	\$ -139.66
2005	Primary		Charge	\$ 202.40	\$ -	\$ -	\$ -	\$ -	\$ 202.40
			Payment	\$ -202.40	\$ -	\$ -	\$ -	\$ -	\$ -202.40
2004	Primary		Charge	\$ 264.62	\$ -	\$ -	\$ -	\$ -	\$ 264.62
			Payment	\$ -264.62	\$ -	\$ -	\$ -	\$ -	\$ -264.62
2003	Primary		Charge	\$ 343.26	\$ -	\$ -	\$ -	\$ -	\$ 343.26
			Payment	\$ -343.26	\$ -	\$ -	\$ -	\$ -	\$ -343.26
2002	Primary		Charge	\$ 385.64	\$ -	\$ -	\$ -	\$ -	\$ 385.64
			Payment	\$ -385.64	\$ -	\$ -	\$ -	\$ -	\$ -385.64

Year	Roll	Half	Type	Tax	Certification	Late Charge	Fee	Interest*	TOTAL
2001	Primary		Charge	\$ 180.92	\$ -	\$ -	\$ -	\$ -	\$ 180.92
			Payment	\$ -180.92	\$ -	\$ -	\$ -	\$ -	\$ -180.92
2000	Primary		Charge	\$ 153.06	\$ -	\$ -	\$ -	\$ -	\$ 153.06
			Payment	\$ -153.06	\$ -	\$ -	\$ -	\$ -	\$ -153.06
1999	Primary		Charge	\$ 183.12	\$ -	\$ -	\$ -	\$ -	\$ 183.12
			Payment	\$ -183.12	\$ -	\$ -	\$ -	\$ -	\$ -183.12
1998	Primary		Charge	\$ 193.56	\$ -	\$ -	\$ -	\$ -	\$ 193.56
			Payment	\$ -193.56	\$ -	\$ -	\$ -	\$ -	\$ -193.56
1997	Primary		Charge	\$ 67.94	\$ -	\$ -	\$ -	\$ -	\$ 67.94
			Payment	\$ -67.94	\$ -	\$ -	\$ -	\$ -	\$ -67.94
1996	Primary		Charge	\$ 87.08	\$ -	\$ -	\$ -	\$ -	\$ 87.08
			Payment	\$ -87.08	\$ -	\$ -	\$ -	\$ -	\$ -87.08
1995	Primary		Charge	\$ 101.68	\$ -	\$ 1.02	\$ -	\$ 0.40	\$ 103.10
			Payment	\$ -101.68	\$ -	\$ -1.02	\$ -	\$ -0.40	\$ -103.10
1994	Primary		Charge	\$ 3.52	\$ -	\$ -	\$ -	\$ -	\$ 3.52
			Payment	\$ -3.52	\$ -	\$ -	\$ -	\$ -	\$ -3.52
1993	Primary		Charge	\$ 3.68	\$ -	\$ -	\$ -	\$ -	\$ 3.68
			Payment	\$ -3.68	\$ -	\$ -	\$ -	\$ -	\$ -3.68
1992	Primary		Charge	\$ 4.06	\$ -	\$ -	\$ -	\$ -	\$ 4.06
			Payment	\$ -4.06	\$ -	\$ -	\$ -	\$ -	\$ -4.06



**BLAINE COUNTY TREASURER**  
**JOHN DAVID DAVIDSON**  
 219 1ST AVE SOUTH SUITE 102  
 HAILEY ID 83333  
 TELEPHONE: (208) 788-5530

**TAX MASTER INQUIRY**

PARCEL NUMBER  
**PP1P00000F0260**

TAX CODE AREA  
 003-001

LEGAL DESCRIPTION  
 SPORTING GOODS

PRIMARY PROPERTY ADDRESS  
 460 N MAIN ST  
 KETCHUM ID 83340

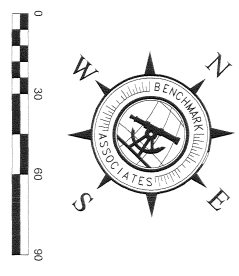
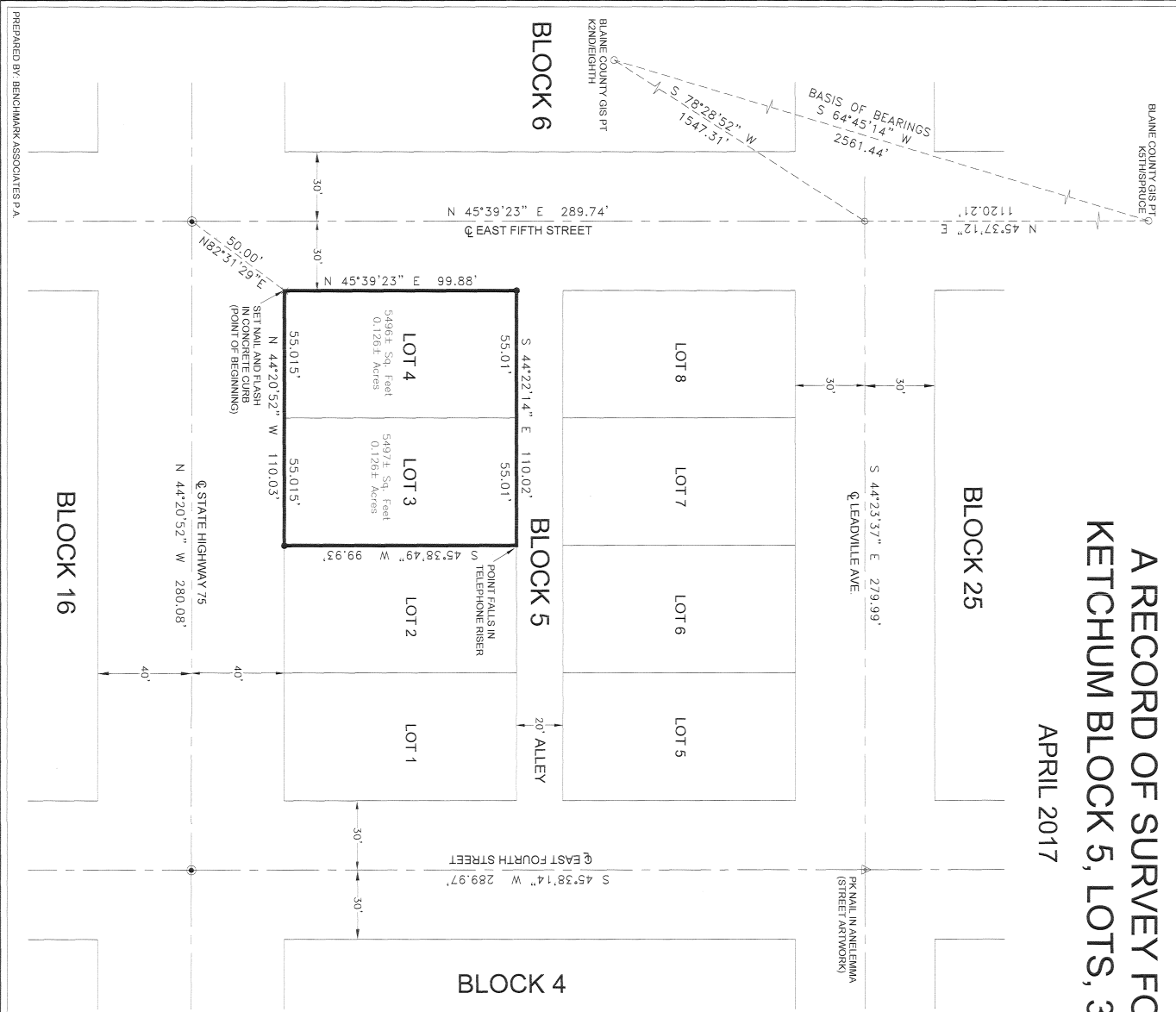
FORMULASPORTS INC  
 BOX 4859  
 KETCHUM ID 83340

<b>BALANCE DUE</b>	INTEREST DATE 10/18/2019
<b>Paid in Full</b>	BALANCE AS OF 10/18/2019 4:47 pm
TOTAL	

Tax Year	Assessment Roll				Bill Number: 269205
2018	PRIMARY	FIRST HALF	SECOND HALF	FULL YEAR	VALUATION
<b>TAX / CERTIFICATION</b>					Assessed Value: \$ 23,449
Charges	\$ 0	\$ 0	\$ 0	\$ 0	Personal Property Exemption: \$ -23,449
Adjustments	\$ 0	\$ 0	\$ 0	\$ 0	<b>TAXABLE VALUE: \$ 0</b>
Payments	\$ 0	\$ 0	\$ 0	\$ 0	
<b>LATE CHARGE</b>					<b>CHARGES</b>
Charges/Adjustments	\$ 0	\$ 0	\$ 0	\$ 0	Tax Code Area: 003-001 Levy: 0.006735243
Payments	\$ 0	\$ 0	\$ 0	\$ 0	Tax Charge: \$ 0
<b>FEES</b>					Certifications: \$ 0
Charges/Adjustments	\$ 0	\$ 0	\$ 0	\$ 0	<b>TOTAL CHARGES: \$ 0</b>
Payments	\$ 0	\$ 0	\$ 0	\$ 0	
<b>INTEREST</b>					
Charges/Adjustments	\$ 0	\$ 0	\$ 0	\$ 0	
Payments	\$ 0	\$ 0	\$ 0	\$ 0	
<b>AMOUNT DUE</b>					
	\$ 0	\$ 0	\$ 0	\$ 0	

# A RECORD OF SURVEY FOR: KETCHUM BLOCK 5, LOTS, 3 & 4

APRIL 2017



**NOTES:**

1. THE PURPOSE OF THIS RECORD OF SURVEY IS TO SHOW MONUMENTS SET OR FOUND AT THE EXTERIOR CORNERS OF LOTS 3-4, BLOCK 5, KETCHUM TOWNSHIP AS SHOWN ON THAT PLAT OF THE VILLAGE OF KETCHUM TOWNSHIP RECORDED AS INST. NO. 302867 RECORDS OF BLAINE COUNTY, IDAHO.

2. EXCEPT AS SPECIFICALLY STATED OR SHOWN ON THIS MAP, THIS SURVEY DOES NOT PURPORT TO REFLECT ANY OF THE FOLLOWING WHICH MAY BE APPLICABLE TO THE SUBJECT OF REAL PROPERTY EASEMENTS, OTHER THAN THOSE SHOWN OR LISTED HEREON, BUILDING SETBACK LINES, RESTRICTIVE COVENANTS, SUBDIVISION RESTRICTIONS, ZONING, WETLANDS, RIPARIAN, RIVERINE OR ANY OTHER LAND-USE REGULATIONS.

3. METERS AND BOUNDS DESCRIPTION - EXTERIOR OF LOTS 3 AND 4: COMMENCING AT THE BLAINE COUNTY GIS POINT KNOWN AS K2NDIEGH11H; THENCE N84°45'14" E A DISTANCE OF 2561.44 FEET TO THE BLAINE COUNTY GIS POINT KNOWN AS K5TH/SPUCE; THENCE S45°37'12" W A DISTANCE OF 1120.21 FEET TO A 5/8" REBAR MARKING THE CENTERLINE OF LEADVILLE AVENUE AND EAST FIFTH STREET; THENCE S 45°39'23" W A DISTANCE OF 289.74 FEET TO A MONUMENT WELL MARKING THE CENTERLINE OF EAST FIFTH STREET AND STATE HIGHWAY 75; THENCE N 82°31'29" E A DISTANCE OF 50.00 FEET TO THE POINT OF BEGINNING; THENCE N 45°39'23" E A DISTANCE OF 99.88 FEET; THENCE S 44°22'14" E A DISTANCE OF 110.02 FEET; THENCE S 45°38'49" W A DISTANCE OF 99.93 FEET; THENCE N 44°20'52" W A DISTANCE OF 110.03 FEET TO THE POINT OF BEGINNING, HAVING AN APPROXIMATE AREA OF ±10992 SQUARE FEET, OR ±0.25 ACRES.

**SURVEYORS CERTIFICATE:**

I HEREBY CERTIFY THAT I AM A REGISTERED LAND SURVEYOR IN THE STATE OF IDAHO AND THAT THIS MAP IS A TRUE AND ACCURATE MAP OF THE LAND SURVEYED UNDER MY DIRECT SUPERVISION AND THAT IT IS IN CONFORMANCE WITH THE IDAHO STATE CODE.

LARRY L. JONES PLS 13764



**A RECORD OF SURVEY FOR:**  
**KETCHUM BLOCK 5, LOTS, 3 & 4**

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

PREPARED FOR: FORNULA INVESTMENT LLC

PROJECT NO. 16039      DWG BY: LLJ      16039R05.DWG  
RECORD OF SURVEY      DATE OF SURVEY: 2017      SHEET 1 OF 1



**EXHIBIT A - Deed for Legal Description**

*400 North Main LLC by Charles  
Stevenson*

06/11/2018 9:34 PM EDT

**Instrument # 610186**

HAILEY, BLAINE, IDAHO

6-17-2013 01:48:13 No. of Pages: 1

Recorded for : BRIAN BARSOTTI

JOLYNN DRAGE

Fee: 10.00

Ex-Officio Recorder Deputy

Index to: WTY/QC/CORP DEED

*JS*

RECORDING REQUESTED BY AND  
WHEN RECORDED RETURN TO:

Brian Barsotti  
Attorney at Law  
P O Box 370  
Ketchum, Idaho 83340

(Space above this line for Recorder's use)

QUITCLAIM DEED

FOR VALUE RECEIVED, **CHARLES P. STEVENSON, JR.**, as his sole and separate property, does hereby convey, remise, release and forever quitclaim unto **400 NORTH MAIN, LLC**, an Idaho limited liability company, whose address is c/o Capcor, Inc., PO Box 1390, Southampton, New York, 11969, all his right, title and interest in and to the real property situated in Blaine County, Idaho, described as follows:

Lots 1 and 2 in Block 5 of the CITY OF KETCHUM, according to the official plat thereof, on file in the office of the County Recorder, Blaine County, Idaho,

to have and to hold said real property, with its improvements, appurtenances, tenements and hereditaments unto **400 NORTH MAIN, LLC**, and to its successors and assigns forever.

DATED this 6<sup>th</sup> day of June, 2013.

*[Signature]*

Charles P. Stevenson, Jr.

STATE OF New York )  
County of New York ) ss.

On this 6<sup>th</sup> day of JUNE, 2013, before me, the undersigned, a Notary Public in and for said state, personally appeared CHARLES P. STEVENSON, JR., known or identified to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that he executed the same.

WITNESS My hand and seal the day and year in this certificate first above written.

*[Signature]*

Notary Public for New York  
Residing at 115 HARWOOD AVE, Sleepy Hollow, NY  
Commission expires: \_\_\_\_\_ *12/31*

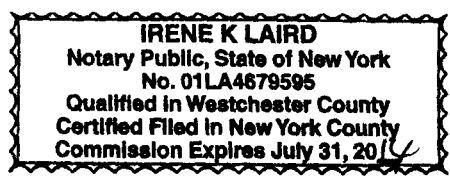
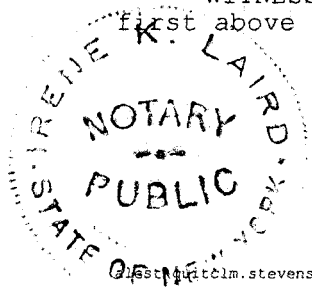


EXHIBIT A - DEED FOR LEGAL DESCRIPTION

Chris Ensign - Authorized Representative for Solstice Development

09/17/2019 10:32 AM MDT

ORIGINAL IN RED

RECORDING REQUESTED BY AND WHEN RECORDED MAIL TO:

Douglas J. Aanestad,, Esq. HOGUE, SPECK & AANESTAD P. O. Box 987 Ketchum, Idaho 83340 (space above line for Recorder's use)

402740 Blaine Co. Request OF: Hogue, Speck & Aanestad '97 JUN 10 AM 11 59 MARY GREEN, CLERK FEES \$ 3.00

QUITCLAIM DEED

FOR VALUE RECEIVED, SHERRY DAECH, ("Grantor"), does hereby convey, release, remise and forever quitclaim unto FORMULA INVESTMENT, L.L.C., an Idaho limited liability company, whose address is Post Office Box 775, Ketchum, Idaho, 83340, ("Grantee"), any and all interest she may have in and to the following real property, situated in Blaine County, Idaho, to wit:

Lots 3 and 4, Block 5, KETCHUM TOWNSITE, Blaine County, Idaho, according to the official plat thereof, on file in the office of the County Recorder of Blaine County, Idaho.

Together with all improvements and appurtenances unto said Grantee.

DATED this 5th day of June, 1997.

GRANTOR:

By: [Signature] Sherry Daech

STATE OF IDAHO ) ) ss. County of Blaine )

On this 5th day of June, 1997, before me, the undersigned, a notary public in and for said state, personally appeared SHERRY DAECH, known to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that she executed the same.

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



[Signature] Notary Public for Idaho Residing at: Ketchum Comm. Expires: 2.5.29

QUITCLAIM DEED - 1

Exhibit E:  
Condominium Subdivision  
Preliminary Plat  
Application



City of Ketchum  
Planning & Building

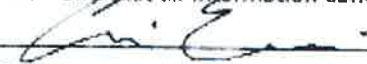
Preliminary Plat  
Subdivision Application

OFFICIAL USE ONLY	
Application No.	P21-006
Date Received	1-12-21
By	MP
Fee Paid	11,025 <sup>-</sup>
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](http://www.ketchumidaho.org) and click on Municipal Code.

APPLICANT INFORMATION	
Name of Proposed Subdivision: <u>Solstice Condominiums</u>	
Owner of Record: <u>See Plat Note 10</u>	<u>LOT 142 400 N. MAIN LLC LOT 344 Formula Investments, LLC</u>
Address of Owner: <u>See Plat Note 10</u>	<u>LOT 142 PO Box 1390 S. Hampton NY 11968 LOT 344 PO Box 775 Ketchum 83340</u>
Representative of Owner: <u>Galena Engineering</u>	
Legal Description: <u>Ketchum Lots 1-4 Block 5</u>	
Street Address: <u>460 N Main Street</u>	
SUBDIVISION INFORMATION	
Number of Lots/Parcels: <u>4 Retail Units (A-D); 17 Residential Units</u>	<u>X\$525<sup>00</sup></u>
Total Land Area: <u>21,960 sf (0.5 acres)</u>	
Current Zoning District: <u>Community Core (CC) Retail Core Subdistrict</u>	
Proposed Zoning District: <u>N/A</u>	
Overlay District:	
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:	
Easements to be dedicated on the final plat: <u>None.</u>	
Briefly describe the improvements to be installed prior to final plat approval: <u>Certificate of Occupancy per 16.04.070C1a</u>	
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.

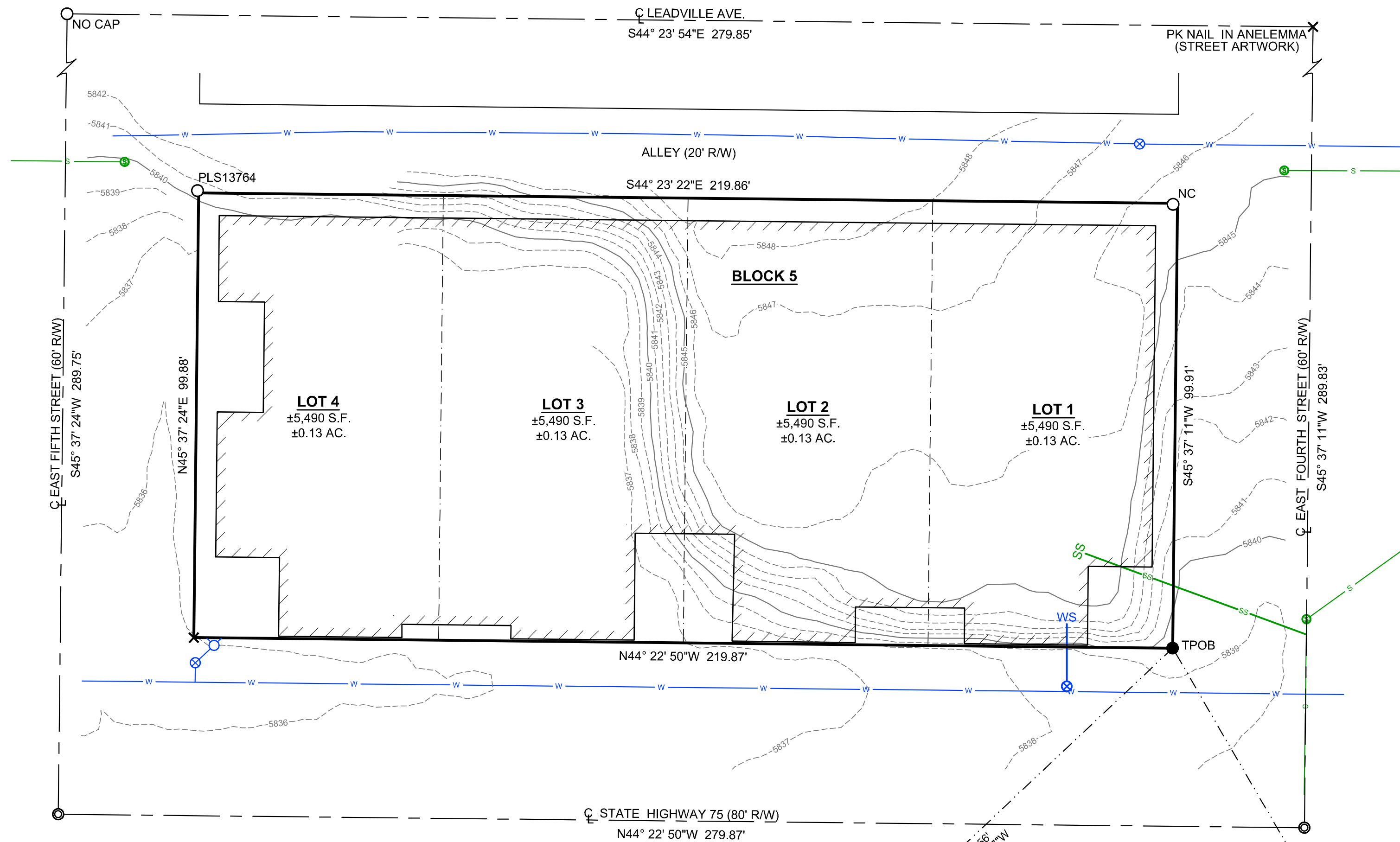
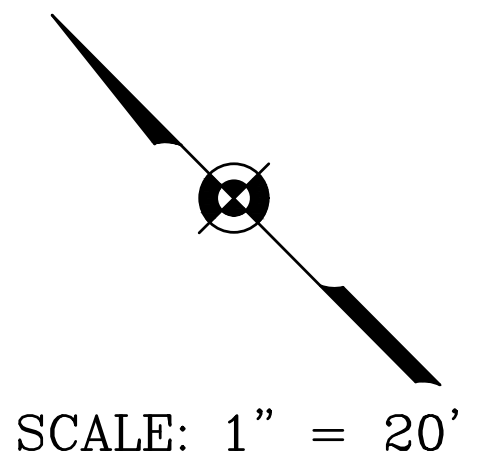
  
Applicant Signature

1-6-21  
Date

# A PRELIMINARY PLAT SHOWING SOLSTICE CONDOMINIUMS

LOCATED WITHIN SECTION 18, T.4N., R.18E., B.M., CITY OF KETCHUM, BLAINE COUNTY, IDAHO  
WHEREIN THE BUILDING ON LOTS 1-4, BLOCK 5, CITY OF KETCHUM IS CONDOMINIUMIZED

DECEMBER 2020



## SURVEY NARRATIVE & NOTES

1. The purpose of this survey is to show the monuments found and set during the boundary retracement of Lots 1-4, Block 5, Ketchum Townsite, per A Record of Survey for: Block 5, Lots 1 & 2, Instrument Number 644104, and A Record of Survey for: Ketchum Block 5, Lots 3 & 4, Instrument Number 642700, 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.
2. 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.
3. Dimensions shown hereon will be subject to slight variations, owing to normal construction tolerances.
4. 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.
5. 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.
6. All area outside of units that is not designated as limited common is common area. Areas of "common" or "limited common" are shown by diagram.
7. Building ties are to the interior corners of unit walls.
8. Utility easements necessary to allow for access and maintenance of utilities serving units other than the unit they are located in are hereby granted by this plat.
9. The current zoning is CC. Refer to the City of Ketchum Zoning Ordinance for specific information about this zone.
10. The owner of Lots 1 & 2 is 400 N Main, LLC, PO Box 1390, Southampton, NY 11969 and the owner of Lots 3 & 4 is Formula Investment, LLC, P.O. Box 775, Ketchum, ID 83340. The surveyor/representation is Mark E. Phillips, Galena Engineering, Inc., 317 N. River St., Hailey, Idaho 83333.
11. This development is subject to an Exceedance Agreement recorded under Instrument Number # \_\_\_\_\_.
12. Improvements in the right-of-way are subject to a Right-of-Way Encroachment Agreement recorded under Instrument Number # \_\_\_\_\_.

### LEGEND

	Property Line		Unit Point of Tie to TPOB		Water Service
	Adjoiner's Lot Line		Building		Fire Hydrant
	Centerline		5' Contour Interval		Water Valve
	GIS Tie Line		1' Contour Interval		CE = Ceiling Elevation
	Lot Line to be Vacated		Sewer Main		ELEVA. = Elevator (Common Area)
	Unit Tie Line		Sewer Service		FF = Finished Floor Elevation
	Found Aluminum Cap		Sewer Manhole		IC = Illegible Cap
	Found 5/8" Rebar		Water Main		LC = Limited Common Area
	Found Monument Well				NC = No Cap
	PK/MAG Nail				TPOB = True Point of Beginning
	Found Aluminum Cap				

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

BLAINE COUNTY  
G.I.S. CONTROL  
"K2ND-8TH"  
FOUND 5/8" REBAR

BLAINE COUNTY  
G.I.S. CONTROL  
"K1ST-3RD"  
FOUND ALUMINUM CAP



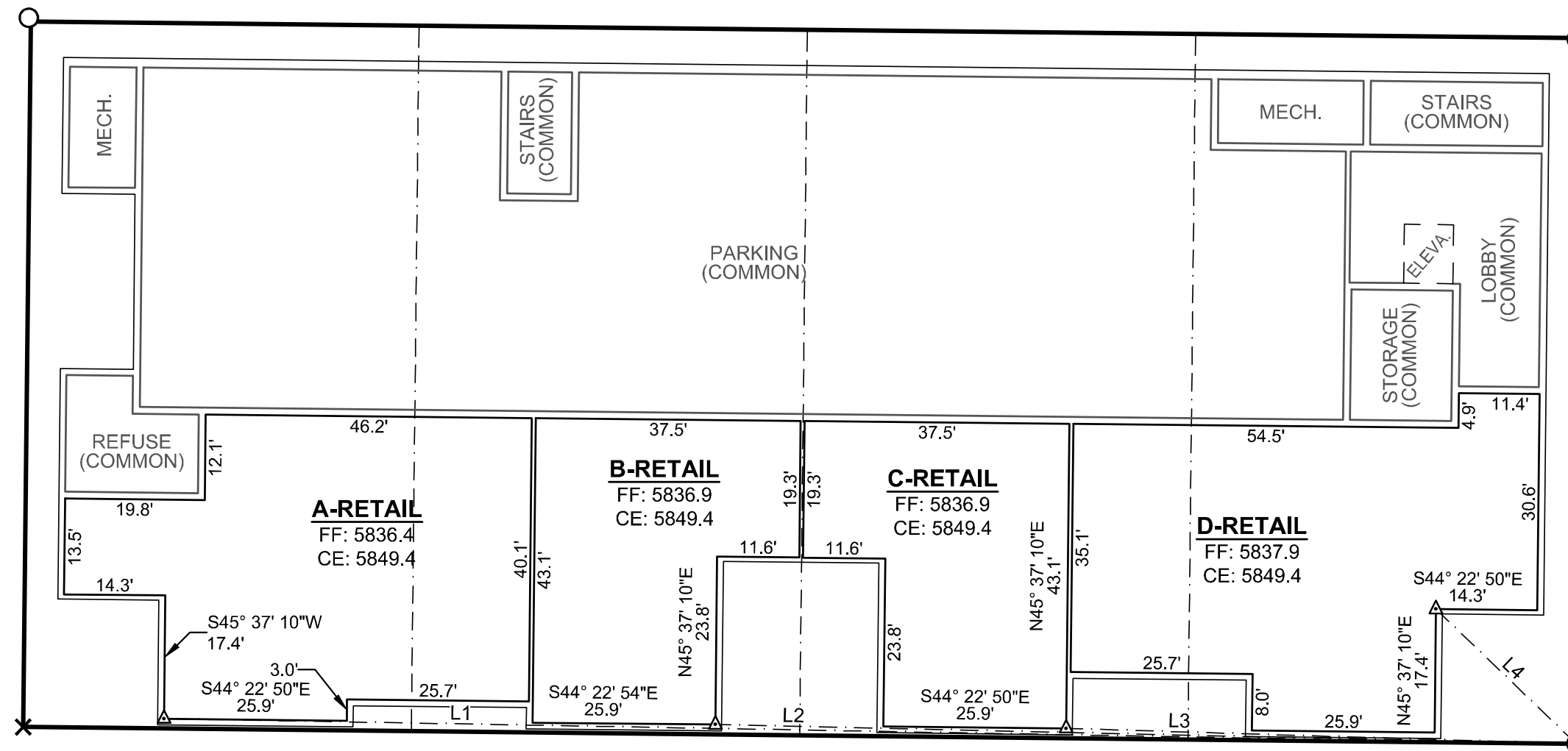
SOLSTICE CONDOMINIUMS  
GALENA ENGINEERING, INC.  
HAILEY, IDAHO

1 OF 5  
Job No. 7821

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

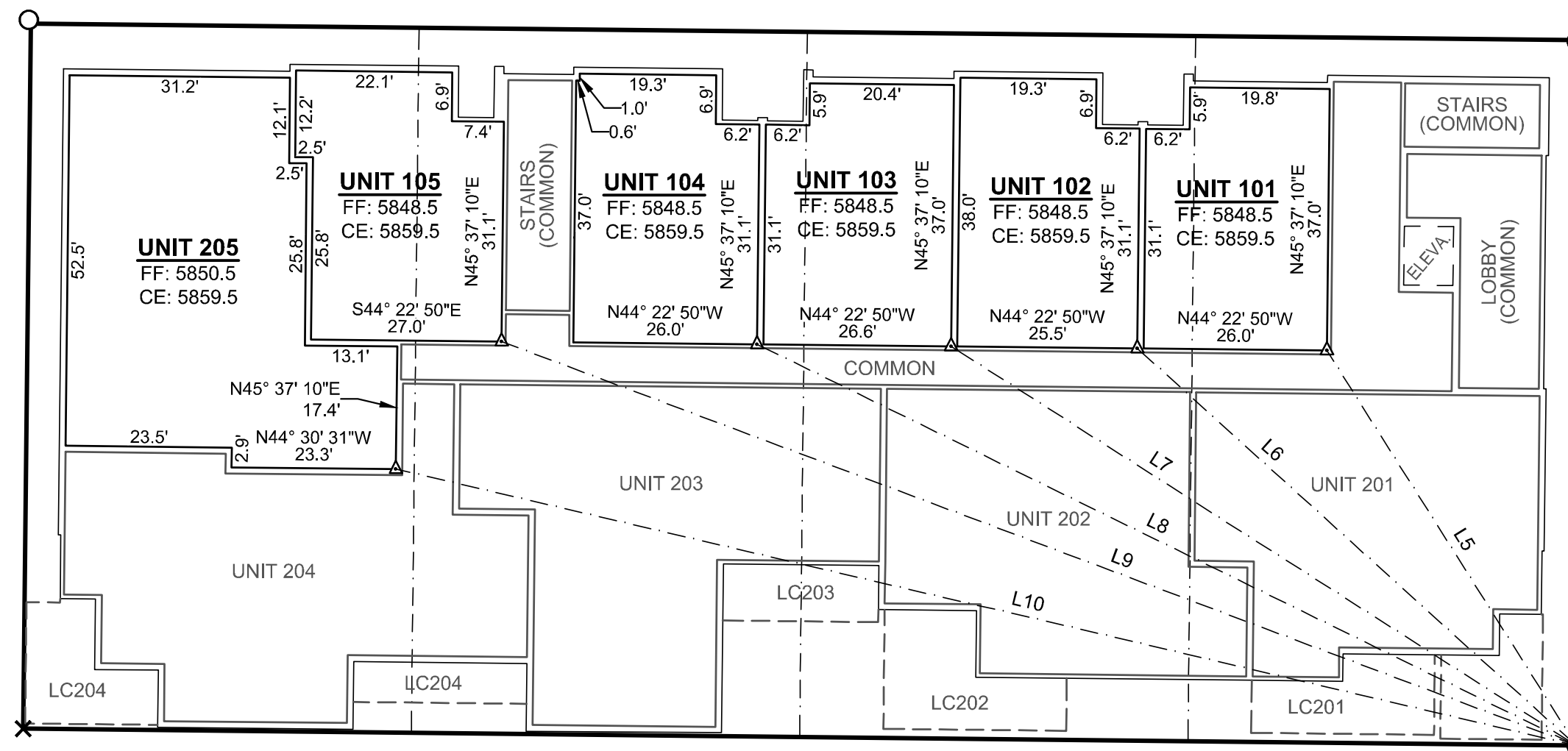
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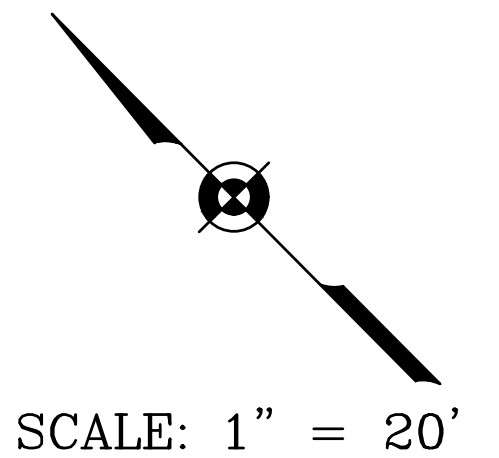


UNITS A-Retail, B-Retail, C-Retail, and D-Retail (FIRST FLOOR)

Unit Tie to TPOB			
Line #	Unit	Length	Direction
L1	A-RETAIL	199.9'	N43°58'48"W
L2	B-RETAIL	121.9'	N43°43'25"W
L3	C-RETAIL	72.2'	N43°16'19"W
L4	D-RETAIL	27.5'	N01°10'43"W
L5	101	66.1'	N12°45'35"E
L6	102	83.8'	N02°50'35"W
L7	103	105.0'	N12°25'42"W
L8	104	129.1'	N18°53'31"W
L9	105	162.5'	N24°23'15"W
L10	205	171.6'	N31°48'49"W



UNITS 101-105 AND 205 (SECOND FLOOR)



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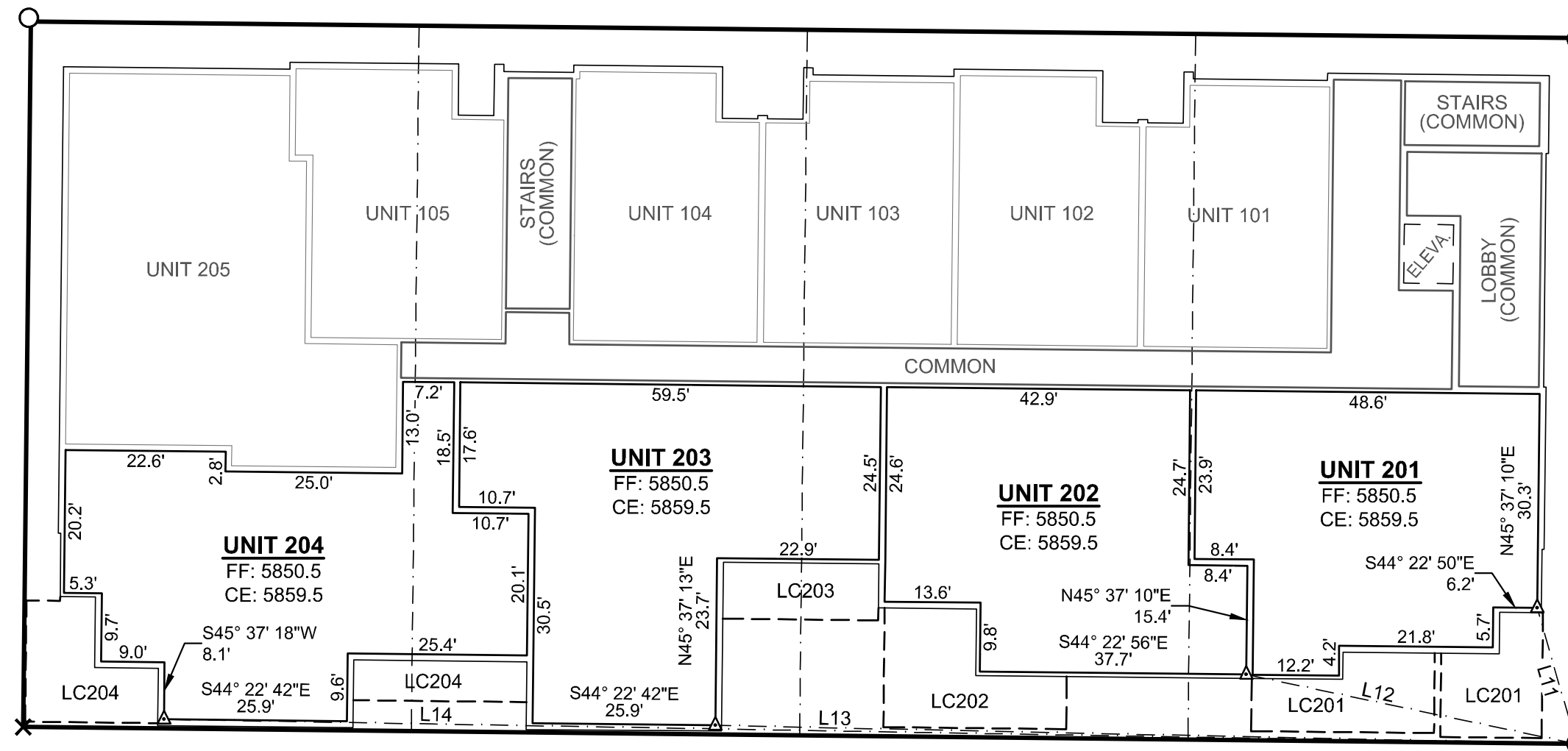
SOLSTICE CONDOMINIUMS  
GALENA ENGINEERING, INC.  
HAILEY, IDAHO

2 OF 5  
Job No. 7821

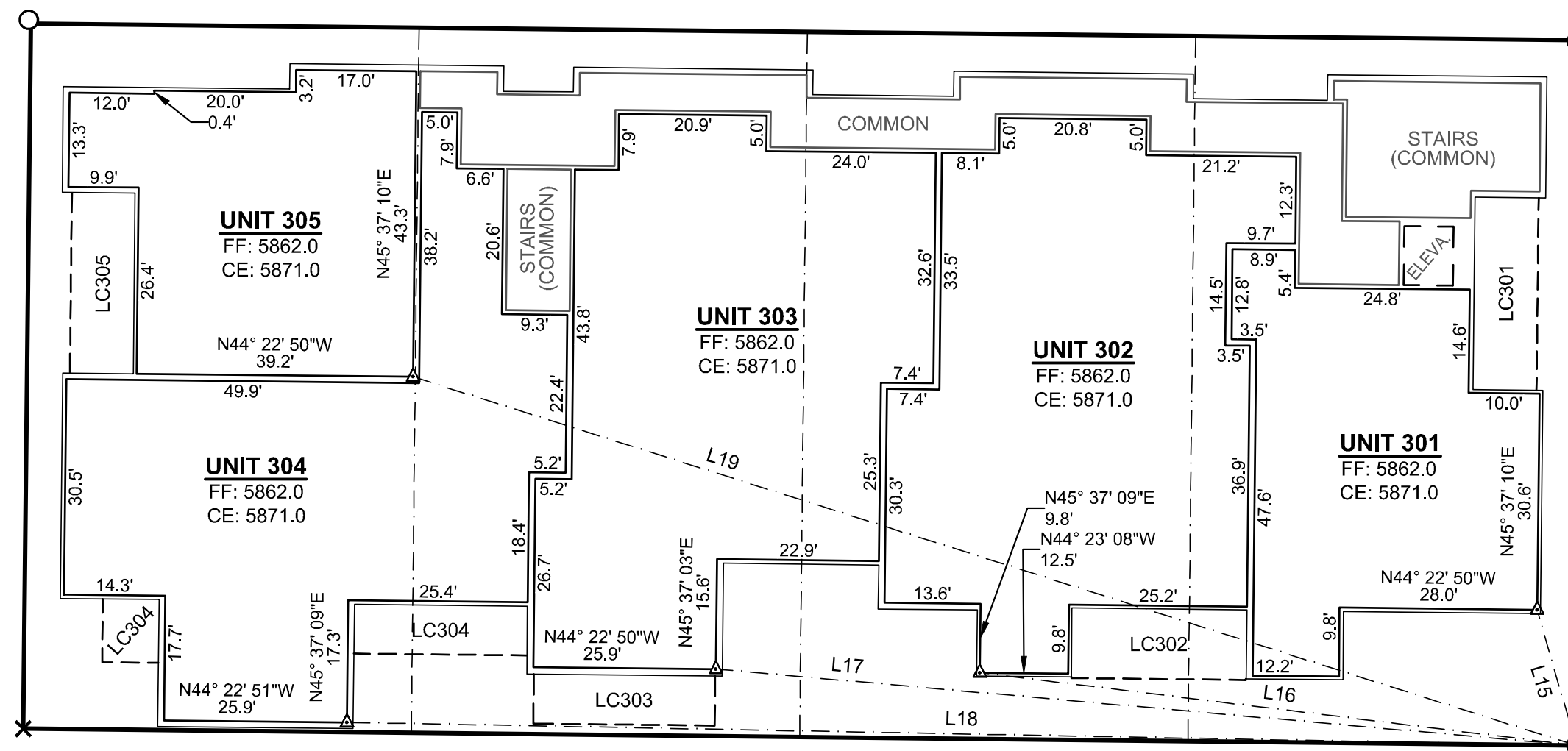
NOTE: See Sheet 1 for Legend and Notes.

# A PRELIMINARY PLAT SHOWING SOLSTICE CONDOMINIUMS

DECEMBER 2020

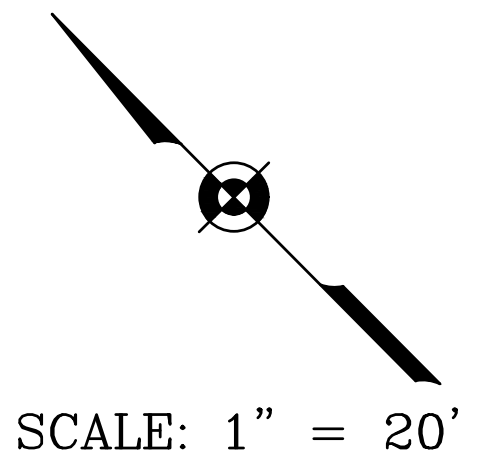


UNITS 201 - 203 (SECOND FLOOR)



UNITS 101-105 AND 205 ( SECOND FLOOR )

Unit Tie to TPOB			
Line #	Unit	Length	Direction
L11	201	20.0'	N28°59'45"E
L12	202	47.7'	N33°08'51"W
L13	203	121.9'	N43°46'19"W
L14	204	199.9'	N44°00'33"W
L15	301	20.0'	N28°59'39"E
L16	302	85.1'	N38°02'16"W
L17	303	122.2'	N39°55'21"W
L18	304	174.1'	N43°55'13"W
L19	305	172.7'	N27°24'32"W



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

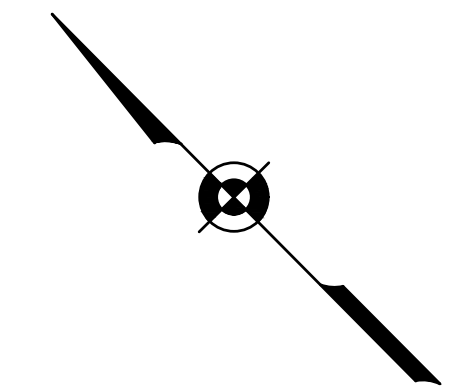
SOLSTICE CONDOMINIUMS  
GALENA ENGINEERING, INC.  
HAILEY, IDAHO

3 OF 5  
Job No. 7821

NOTE: See Sheet 1 for Legend and Notes.

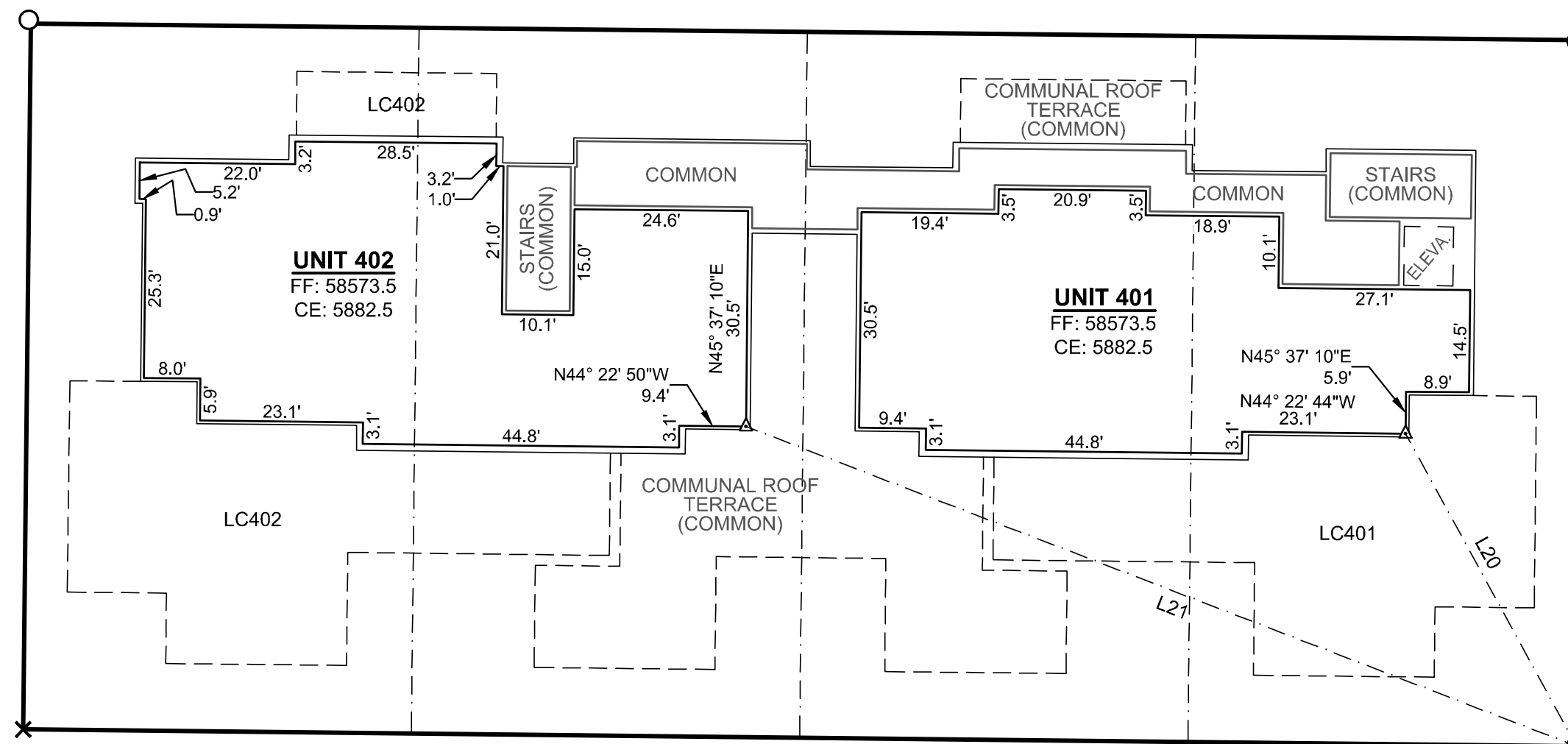
# A PRELIMINARY PLAT SHOWING SOLSTICE CONDOMINIUMS

DECEMBER 2020



SCALE: 1" = 20'

Unit Tie to TPOB			
Line #	Unit	Length	Direction
L20	401	50.4'	N16°20'36"E
L21	402	125.9'	N23°57'00"W



UNITS 401 AND 402 (FOURTH FLOOR)



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

SOLSTICE CONDOMINIUMS  
GALENA ENGINEERING, INC.  
HAILEY, IDAHO

4 OF 5  
Job No. 7821

NOTE: See Sheet 1 for Legend and Notes.



After Recording Return To:

4th & Main, LLC  
4685 South Highland Drive, Suite 224  
Salt Lake City, UT 84117

Copy to:

Shumway Van  
8 East Broadway, Suite 550  
Salt Lake City, UT 84111

DECLARATION OF COVENANTS,  
CONDITIONS AND RESTRICTIONS  
FOR  
4TH & MAIN CONDOMINIUM ASSOCIATION, INC.,  
A PLANNED UNIT DEVELOPMENT  
IN  
BLAINE COUNTY, IDAHO

THIS AMENDED DECLARATION INCLUDES IMPORTANT SPECIAL DECLARANT RIGHTS IN SECTION 22, IMPORTANT CONFLICT AND LITIGATION RESOLUTION AND AVOIDANCE PROVISIONS IN SECTION 23.

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DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS  
FOR  
4TH & MAIN CONDOMINIUM ASSOCIATION, INC.

This DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR 4TH & MAIN CONDOMINIUM ASSOCIATION, INC. (hereinafter the "Declaration") is effective as of the date it is recorded in the Blaine County Recorder's Office by 4th & Main, LLC (the "Declarant").

#### RECITALS

A. Declarant is the owner of certain real property located in Blaine County, State of Idaho, which is more particularly described in Exhibit C, attached hereto.

B. Declarant is developing a planned development know as 4th & Main, which is a planned unit development project with a mixture of multi-family and commercial uses.

C. Declarant also intends to create a condominium association covering the Project's residential and commercial portions, which Association will maintain common areas within the boundaries of the Project, provide for management and operation of the Association, levy and collect assessments, and administer and enforce the terms of the Declaration for each Unit

NOW, THEREFORE, for the reasons recited above and subject to the Terms and Conditions set forth below, the Declarant hereby adopts the following:

#### ARTICLE 1 – DEFINITIONS

As used herein, unless the context otherwise requires:

- 1.1 **"Act"** shall mean the Condominium Property Act codified beginning at Section 55-1501, Idaho Code.
- 1.2 **"Allocated Interest"** shall mean the interest of that Owner (expressed as a percentage in Exhibit A to this Declaration) in the Common Expense liability and for the purposes of voting in the Association.
- 1.3 **"Articles"** shall mean the Articles of Incorporation or the chartering document of any other legal entity, if any shall be formed for the Association.
- 1.4 **"Assessments"** shall mean any monetary charge imposed or levied on an Owner by the Association as provided for in this Declaration.
- 1.5 **"Association"** shall refer to 4th & Main Condominium Association, Inc., the membership of which shall include each Owner in the Project. The Association is incorporated as a Nonprofit Corporation. If the Owners are organized as another type of entity or if the

Owners act as a group without legal organization, "Association" as used in this Declaration shall refer to that entity or group.

- 1.6 "Association Warranty" shall have the meaning stated in Section 23.2.
- 1.7 "Bylaws" shall mean the Bylaws of the Association attached as Exhibit B, and all valid amendments and supplements thereto. No amendment to the Bylaws shall be effective until it is recorded.
- 1.8 "Committee Member" shall mean a duly qualified and elected or appointed member of the Management Committee.
- 1.9 "Common Area" shall, unless otherwise more specifically provided in this Declaration, mean everything and everywhere in the Project, except to the extent any fixture, structure, or other area is within the boundaries of or a part of a Unit, including, but not limited to: all real property included within the Project, including any air space or subsurface rights, whether leasehold or in fee simple;
- (a) all foundations, columns, beams, supports, main walls, roofs;
  - (b) all parking areas, parking area access ramps and driveways, entry and other related structures;
  - (c) all fixtures and equipment related to the provision of electricity, gas, water, television, internet, and electronic services, and the removal of waste water;
  - (d) all stairways used by more than one Unit;
  - (e) all hallways or corridors used by more than one Unit;
  - (f) all entry areas and lobbies;
  - (g) all elevators;
  - (h) the exterior plaza;
  - (i) as applicable, all maintenance areas and areas for trash collection located in the parking area;
  - (j) as applicable, all apparatus and installations clearly intended and existing for common use;

- (k) all Limited Common Areas; and
  - (l) all other parts of the Project necessary or convenient to its existence, maintenance, and safety, or normally in common use.
- 1.10 **"Common Expenses"** shall mean the actual and estimated costs for: (a) maintenance, management, operation, repair and replacement of the Common Area which is maintained by the Association; (b) maintenance, repair, and replacement of those aspects of the Units which are maintained by the Association; (c) management and administration of the Association, including, but not limited to, compensation paid by the Association to managers, accountants, attorneys, consultants, and employees; (d) utilities (other than utilities that are separately metered and charged to the Units), extermination, security, gardening and other related services; (e) insurance and bonds required or allowed by this Declaration; (f) the establishment of reserves; (g) other miscellaneous charges incurred by the Association as provided for or allowed in the Act or the Governing Documents; (h) any other expenses of the Association arising from the operation of the Association and not otherwise precluded by the Governing Documents or any applicable law.
- 1.11 **"Commercial Space"** shall mean the Commercial Unit or other which may be used, leased, or rented for the purpose of conducting commercial business. Commercial Space includes areas for restaurants, clubs, gift shops, hair and beauty shops, fitness facilities, childcare facilities, real estate sales, and professional offices. Commercial Space may take the form of condominium but does not include other Residential Units used, lease, or rented for overnight or longer residential accommodations.
- 1.12 **"Commercial Unit"** shall mean a Unit to be used as Commercial Space, rather than for residential purposes.
- 1.13 **"Community-Wide Standard"** shall mean (a) the standard of use, conduct, architecture, landscaping, aesthetic matters, maintenance, repair, replacement and upkeep generally prevailing in the Association, or (b) the minimum standards described in this Declaration, the Rules, resolutions, and all other Governing Documents. The Community-Wide Standard may contain objective elements, such as specific maintenance requirements, and subjective elements, such as matters subject to the discretion of the Management Committee. The Community-Wide Standard may or may not be set out in writing. The Declarant initially shall establish such standard; however, the Community-Wide Standard may evolve as development progresses and as the Association matures.
- 1.14 **"Control Period"** shall have the meaning stated in Section 22.3.
- 1.15 **"Costs"** shall have the meaning stated in Section 18.1.

- 1.16 "Covered Loss" shall have the meaning stated in Section 11.3.
- 1.17 "Customary Parking" shall have the meaning stated in Section 10.6.
- 1.18 "Declarant" shall mean 4th & Main, LLC.
- 1.19 "Declaration" shall mean this Declaration, including all attached exhibits that are incorporated by reference, and any and all amendments to this Declaration.
- 1.20 "Environmental Law" shall have the meaning stated in Section 10.22.
- 1.21 "Family Member" shall have the meaning stated in Section 20.2.
- 1.22 "Governing Documents" shall refer to this Declaration, the Plat, the Bylaws, the Rules, any Articles, including any amendments made thereto, and any other documents or agreements binding upon all of the Owners.
- 1.23 "Hazardous Substances" shall have the meaning stated in Section 10.22.
- 1.24 "Insurable Property" shall have the meaning stated in Section 11.3.
- 1.25 "Insurance Trustee" shall have the meaning stated in Section 11.11.
- 1.26 "Lender" shall mean a holder of a mortgage or deed of trust on a Unit.
- 1.27 "Limited Common Area" shall mean the driveways and porches allocated by this Declaration for the exclusive use of one or more Owners to the exclusion of other Owners. Conveyance of a Unit includes the use of the Limited Common Area appurtenant to the Unit.
- 1.28 "Manager" shall mean any entity or person engaged by the Management Committee to manage the Project.
- 1.29 "Management Committee" shall mean the entity with primary authority to manage the affairs of the Association.
- 1.30 "Material Alteration" shall have the meaning stated in Section 4.4.
- 1.31 "Non-Owner Occupied Unit" shall have the meaning stated in Section 20.2.
- 1.32 "Notice of Claim" shall have the meaning stated in Section 23.4.

- 1.33 **"Occupant"** shall mean a Person or Persons, other than an Owner, in possession of, using, entering into, or living in a Unit or the Project, including, without limitation, family members, tenants, guests, and invitees of an Owner or an Occupant. Occupants shall include any trespassers or previously lawful occupants if the Owner fails to secure the Unit against trespass, fails to take action necessary and appropriate to remove trespassers or previously lawful occupants immediately upon notice of the trespass or occupancy, or fails to take reasonable measures to become aware of any unauthorized Occupants in the Unit or of any unauthorized entry and use of the Unit (which shall include the duty to verify the physical condition and occupancy of the Unit at least monthly if it is left unoccupied).
- 1.34 **"Owner"** shall mean the Person or Persons who are vested with record title to a Unit, and whose interest in the Unit is held (in whole or in part) in fee simple, according to the records of the County Recorder of Blaine County, Idaho. However, Owner shall not include a trustee for a deed of trust.
- 1.35 **"Owner Warranty"** shall have the meaning stated in Section 23.3.
- 1.36 **"Person"** shall mean a natural individual, corporation, estate, partnership, trustee, association, joint venture, government, governmental subdivision or agency, or any other legal entity with the legal capacity to hold title to real property.
- 1.37 **"Plat"** shall mean the record of survey map or maps of the Project recorded in the records of the County Recorder of Blaine County, Idaho and all amendments and supplements thereto.
- 1.38 **"Project"** shall mean the Property and all structures and improvements thereon including the Units, the Common Area, and the Limited Common Areas. The Project is named "4th & Main" and is located entirely in Ketchum, Blaine County, Idaho.
- 1.39 **"Property"** shall mean the property legally described in Exhibit C and all easements and rights appurtenant thereto.
- 1.40 **"Rules"** shall mean and refer to the rules adopted by the Association.
- 1.41 **"Remodeling"** shall have the meaning stated in Section 4.3.
- 1.42 **"Signs"** shall have the meaning stated in Section 10.2.
- 1.43 **"Special Assessments"** shall have the meaning stated in Section 7.11.

- 1.44 “**Special Declarant Rights**” shall have the meaning stated in Section 22.1.
- 1.45 “**Temporary Parking**” shall have the meaning stated in Section 10.6.
- 1.46 “**Terms and Conditions**” shall mean any one or all of the terms, covenants, rights, obligations, and restrictions set forth in the Governing Documents.
- 1.47 “**Unit**” shall mean and refer to any one of the individual condos in the Project for which the exterior boundaries at ground level are identified as a “Unit” on the Plat. Except where the context specifically requires otherwise, reference to a Unit shall include reference to the Allocated Interest appurtenant to such Unit.
- 1.48 “**Unit Damage**” shall have the meaning stated in Section 11.3.
- 1.49 “**Unit Damage Percentage**” shall have the meaning stated in Section 11.3.

## ARTICLE 2 – THE PROJECT

- 2.1 **Binding Effect of Governing Documents.** The Declarant hereby declares that the Property is part of the Project and declares that the Project and all of the Units shall be held, transferred, mortgaged, encumbered, occupied, used, and improved subject to the Terms and Conditions, which Terms and Conditions shall, to the extent they are included in recorded documents, constitute equitable servitudes and covenants and conditions running with the land and shall be binding upon and inure to the benefit of the Association, the Declarant, and each Owner, including their respective heirs, executors, administrators, personal representatives, successors and assigns. By acquiring any interest in a Unit such Owner consents to, and agrees to be bound by, each and every Term and Condition in the Governing Documents.
- 2.2 **Nature of the Project.** The Project is a condominium style community containing 12 Units and 4 Commercial Units in one building. It includes driveways, parking areas, a plaza, and open space. The Project is not a cooperative.
- 2.3 **Project Name.** The Project shall be named, identified, and known as 4th & Main, unless otherwise changed as provided for in this Declaration.
- 2.4 **Identification of Units.** All of the Units are referenced specifically and identified by location on the Plat.
- 2.5 **Registered Agent.** The Registered Agent of the Association shall be as provided for in entity filings of the Association.

2.6 **Expansion of Project.** The Project may be expanded by the Declarant.

### ARTICLE 3 – DESCRIPTION OF THE UNITS, LIMITED COMMON AREA, AND ALLOCATED INTERESTS

#### 3.1 **The Unit.**

- (a) Each Unit is identified on the Plat by a distinct Lot number that identifies the Unit. That number may or may not be consistent with the mailing address of the Unit.
- (b) Subject to further specification herein, each Unit consists generally of all structures on or within the boundary of the Unit, including, but not limited to: (1) all interior and exterior walls, wall surfaces, floors, ceilings, foundations, and fixtures and (2) in all walls shared with or abutting another Unit, the Unit shall extend to the center of the wall, which shall form the boundary of the Units sharing that wall. Any structure that extends beyond the vertical plane of the ground level boundary of the Unit is part of the Unit if it: (1) is attached to or part of a Unit, and (2) was constructed as part of the original construction of the Unit.
- (c) All pipes, wires, conduits, chutes, flues, ducts, shafts, public utility, water or sewer lines, or any other similar fixtures lying inside the designated boundaries of a Unit shall be part of the Unit.
- (d) All exterior and interior doors, door jams, windows, windowsills, window frames and all components therein, in or on the boundary of any Unit are part of the Unit. Sky lights, if any, and all installations related thereto are part of the Unit.
- (e) All storage allocated to a specific Unit, whether located under or within structures shall be part of the Unit to the same extent as described above for the interior of the Unit.
- (f) Variances between the Plat and as-built construction. The original construction shall be the controlling dimension for any Unit. The original construction shall be the first installation of foundations, framing, and wallboard. If the Management Committee determines (in its sole discretion) that the then current construction varies from the original as-built construction, then the Association may, at the expense of the Association or the Owner, in the Management Committee's discretion, require that the current construction be made to comply with the original construction. In exercising its discretion on this issue, the Management Committee shall consider: (1) whether the Owner caused the nonconforming construction; (2) whether the Owner sought or obtained Management Committee approval for any nonconforming construction; (3) whether other Owners engaged in similar nonconforming construction; (4) the overall



culpability of the Owner as it relates to the nonconforming construction; and (5) the reason for the nonconforming construction.

3.2 **Limited Common Area.**

(a) **Specific Identification of Limited Common Areas.** The Limited Common Area of each Unit shall consist of the parking stalls that serve only that Unit, and balconies.

(b) **No Severance of Limited Common Area.** The right to the exclusive use of the Limited Common Area shall be appurtenant to each respective Unit where so identified and may not be severed from the ownership of the Unit.

3.3 **Allocated Interest of Each Unit in the Votes of the Association.** The Owners of each Unit shall be entitled to their Allocated Interest for all matters related to the Association that Owners are permitted or required to vote or approve. The Allocated Interests shall be as provided for on Exhibit C. The square footage measurements in Exhibit C, upon which the Allocated Interests are established, are estimates for this purpose only and any difference in actual square footage in any Unit and the square footage in Exhibit C shall not be a reason to alter or change any Allocated Interest.

3.4 **Plat.** The Plat and all dimensions, descriptions, and identification of boundaries therein, are hereby incorporated into and made a part of this Declaration. If any conflict exists between the Plat and this Declaration, the Declaration shall control.

#### ARTICLE 4 – MAINTENANCE, REMODELING, AND UTILITIES

4.1 **Owner Responsibility for Maintenance of Units.**

(a) Each Owner shall furnish and be responsible for, at the Owner's own expense, all of the maintenance, repair, and replacement of all of the following in a manner consistent with the Community-Wide Standard:

1. all interior and exterior doors, including thresholds and door jams;
2. all paneling, tiles, wallpaper, paint, carpet, finished interior flooring, fireplaces, and any other materials constituting the finished interior surfaces of floors, ceilings, or walls;
3. all drywall, wallboard, or similarly functioning materials within the Unit;

4. all framing, insulation, and other materials associated with interior nonbearing walls;
5. all windows, window sills, window frames, and skylights, including the interior and exterior cleaning of such windows and any door glass (the Association may elect to arrange and pay for the cleaning of exterior windows as a common expense or may require the Owners to pay a particular person or company to clean on a schedule determined by the Association);
6. all sewer and drainage pipes, water, power, and other utility lines, and any wiring related to the provision of television, telephone, or internet services, to the extent that they are located within an Owner's Unit;
7. all plywood decking and similar materials on interior floors;
8. any of the following located wherever they might be located (inside or outside of the Unit) that serve an Owner's Unit exclusively: lighting fixtures (including lighting particular to a porch or patio but not including exterior lighting attached to a Unit for the purpose of lighting common area outside of those areas), fans, plumbing fixtures (other than pipes located outside of a Unit), stoves, refrigerators, hot water heaters, air conditioning units (including compressors, condensers, ducting, and forced air units), intercoms, security systems, and such other appliances, fixtures, and decorations as an Owner may install as permitted in this Declaration; and
9. the paint and any other decorative finish inside the opening to any skylight; and

(b) The Owner shall be responsible for keeping the Unit and all porches and exterior balconies associated with an Owner's Unit in a clean and sanitary condition, free of pests and rodents, and uncluttered. The Management Committee may set forth in the Rules any limits, restrictions, or guidelines on what may or may not be left, stored, or installed on any porch or balcony, which may include a prohibition on leaving, installing, or storing any items in such places.

4.2 **Association Responsibility for Maintenance of Units.** The Association shall furnish and be responsible for, at the Association's expense, the maintenance, repair, and replacement of the following:

- (a) all foundations (not including concrete pads within a Unit);

- (b) all framing and structural components in ceilings and floors (not including concrete pads or plywood decking);
- (c) all framing, structural components, and insulation in exterior and bearing walls;
- (d) except as otherwise provided herein, all framing, structural components, and insulation located exterior to any drywall or similar materials on the interior of the Unit;
- (e) the outside exterior surfaces of the Unit and all components that are a part of the outside surface of all exterior walls and outside surfaces of the Unit, except as otherwise specifically assigned in this Declaration to the Owner for maintenance and repair;
- (f) the framing, structural components, and insulation in any walls common to two Units;
- (g) any patios, porches, and balconies on the exterior of any Unit and any railings associated therewith;
- (h) the corridors, hallways and lobby areas serving more than one Unit;
- (i) the stairs serving more than one Unit;
- (j) the elevator;
- (k) the exterior plaza;
- (l) the barbeques and firepits;
- (m) the parking area ramp and entry area;
- (n) the landscaping and exterior landscape maintenance; and
- (o) the roofs and rain gutters;

#### 4.3 **Modifications to Units.**

- (a) Without the prior approval of the Association, an Owner shall not make any alterations, repairs, or modifications to any part of the exterior of a building including any area that the Owner is obligated to maintain such as windows, light fixtures, sky lights, and exterior doors. The Association may require that such repairs or modifications, if allowed, be made in a particular manner, by a particular person, or that they comply with particular materials or aesthetic requirements or other standards.

(b) Except as otherwise provided herein, an Owner may complete any maintenance or upgrades to the interior of a Unit not otherwise defined as Remodeling, without prior approval of the Association.

(c) **Remodeling.**

1. For the purpose of this Declaration, "Remodeling" shall include, but not be limited to: changing, removing, or adding flooring such as carpet, linoleum, ceramic tile or hardwood floors; moving or removing walls; altering the walls beyond painting such as by adding interior brick, paneling, or glass; any change to the electrical, mechanical, plumbing, or ventilation system other than repairing, changing or replacing vent covers, outlet covers, or faucets; and any other activity generally referred to as remodeling.
2. Before beginning any Remodeling or deviating from a previously approved Remodeling plan, the Owner shall:
  - (i) notify the Association and provide the following: (1) a written description of the proposed Remodeling, (2) a description of how any debris or materials removed will be disposed of, (3) the date the Remodeling will begin, (4) the date the Remodeling is expected to be completed, (5) the names and contractor license numbers of all contractors and other persons expected or required to perform work in the Remodeling, (6) any expected nuisance that the Remodeling shall create such as noise or dust, and (7) the Owner's proposal for mitigating any expected nuisance; and
  - (ii) wait to begin the Remodeling until the Association gives written approval. If the Association does not respond within fifteen (15) days of a notice of Remodeling, the Owner may complete the Remodeling consistent with the information provided in the notice. The Association may respond by approving the request, requesting additional information, or denying the request if the notice is not complete or if the Remodeling plan appears unsafe or inconsistent with the terms of the Governing Documents. If the Association responds and requests further information or denies the request, the Owner shall not begin the Remodeling.
3. Without prior written permission of the Management Committee and regardless of whether any response from the Association is timely received or

not related to a request for Remodeling approval, none of the following shall occur at any time: (1) any use of the Common Area for staging, storage, assembly, or construction; (2) any nuisance as established by law or by the Governing Documents; (3) any blocking of the Common Area by vehicles, materials, or persons; or (4) any use of the Association's garbage and disposal facilities for the disposal of debris, materials, or other items related to Remodeling.

4. The Management Committee shall have no authority to approve of any Remodeling inconsistent with the Terms and Conditions that modifies the exterior dimensions of any Unit from the original construction (unless any such modification is approved of as otherwise provided herein), or that would cause unsafe conditions or a legal nuisance.

- (d) All Remodeling and other repairs and modifications to Units must be completed in compliance with all applicable building codes, laws, and the manufacturer's specifications for any materials, equipment, and fixtures.

#### 4.4 Maintenance of and Modifications to Common Area.

- (a) **Maintenance of Common Area.** Except as maintenance obligations are otherwise assigned to the Owners in this Declaration, the Association shall repair, maintain, replace, clean, and pay all expenses associated with the Common Area as that area is defined in this Declaration and identified on the Plat. This shall include the right to modify, remove fixtures from, add fixtures and structures to, place signs upon, and otherwise modify the Common Area (subject to the obligation to get approvals for Material Alterations to the Project). The Association shall do all such other and further acts that the Management Committee deems necessary to preserve and protect the Common Area, in accordance with the general purposes specified in this Declaration. The Common Area includes all exterior porches attached to Units and any concrete, railings, structures, decks, stairways, and fences located in the Common Area or as identified on the Plat. The Association retains the absolute right to remove and replace any structure, item, or condition in the Common Area.

- (b) **Capital Improvements.** Capital improvements shall be governed by and subject to the following conditions, limitations, and restrictions:

1. Any capital improvement to the Project that does not materially alter the nature of the Project, may be authorized by the Management Committee alone. A "Material Alteration" to the Project is, for example, the installation of a previously non-existent and materially significant fixture or permanent removal of a

materially significant fixture such as a swimming pool, tennis court, or parking area. Landscaping alterations and the addition or removal of signs or small structures are not material unless they cause other material changes such as those listed above.

2. Any capital improvement which would materially alter the nature of the Project must, regardless of its cost and prior to being constructed or accomplished, be authorized by written consent of Owners holding at least thirty (30%) of the undivided ownership interest in the Common Areas and must be approved of by the Management Committee. Notwithstanding anything to the contrary, no Material Alteration that changes the size, shape, or location of any Unit shall be permitted without the written consent of all directly affected Owners and the written consent of Owners holding at least 50% of Allocated Interest in the Association.
  3. Notwithstanding the foregoing, the Association and its Management Committee may not unreasonably impede Declarants right to satisfy existing development financing for community improvements or Declarant's right to develop the Project or other properties in the vicinity of the Project.
- (c) **Snow Removal.** The Association may take reasonable efforts to remove snow from any sidewalks in the Project and any Common Area parking, driveways, and walkways and as necessary to allow vehicle and pedestrian access to each Unit. Owners shall be responsible for removing snow from any porches or balconies if they so desire. The Association shall take reasonable efforts to remove snow from the private streets within the Project.
- (d) **Standard of Maintenance.** The Management Committee shall determine, in its sole discretion, the appropriate maintenance standard for the Common Area, Limited Common Area, and the portions of the Units for which the Association has maintenance responsibility, so long as those areas are maintained in the best interests of the Owners.
- (e) **Landscaping Maintenance.** Material changes to the landscaping including the removal, without replacement, of certain plants, trees, and landscaping features may not be permitted, as dictated in any local requirements that are specific to the Project. Additional landscaping or certain types of landscaping, including the removal of topsoil, may also be prohibited. The Association shall comply with any local requirements that are specific to the Project in all landscaping maintenance, repairs, replacements, and changes.

- (f) **Assessment of Maintenance Expenses to Specific Owner.** Subject to the provisions related to insurance responsibility and deductible allocation herein, if the need for maintenance or repair is caused by an Owner or an Occupant, the Association shall assess to the Owner the actual cost of such maintenance or repair to the extent the repair costs are not paid for by any applicable insurance.
- 4.5 **Default in Maintenance.** If an Owner or Occupant fails to: (1) maintain a Unit or Limited Common Area as required in the Governing Documents, or (2) make repairs otherwise required of the Owner in such a manner as may be deemed reasonably necessary in the judgment of the Management Committee to preserve and protect the structural integrity, attractive appearance, good condition, and value of the Project, then the Association may give written notice to such Owner or Occupant stating with particularity the nature of the default and the corrective action that the Management Committee determines to be required and requesting that the same be carried out within a period of at least fourteen (14) days. If the Owner or Occupant fails to carry out such action within the period specified by the notice then the Association may cause corrective action to be taken (which may include completing the repairs and replacements) and may assess the Owner for all costs associated therewith.
- 4.6 **Utilities.** All utilities for individual Units (except those utility costs that are metered collectively and paid by the Association as a Common Expense item) will be metered separately to each Unit and such utility charges shall be the responsibility of the Unit Owner.

## ARTICLE 5 – ORGANIZATION AND GOVERNANCE OF THE ASSOCIATION

- 5.1 **Organization of Association.** The Association shall serve as the organizational body for all Owners.
- 5.2 **Modifying or Changing the Name of the Project.** The name of the Project may be modified or changed pursuant to a lawful amendment to this Declaration.
- 5.3 **Legal Organization.** The Association, in the discretion of the Management Committee, shall be entitled to organize as a non-profit corporation or other legal entity that may be selected by the Management Committee. The Management Committee may select the name for this entity which shall, to the extent reasonably possible, be consistent with the name as identified in this Declaration. In the Management Committee's sole discretion, the Bylaws of the Association, may be adopted, in part or in whole, as the Bylaws of any corporation or legal organization of the Association, or the Association may adopt additional Bylaws or other necessary documents related to the legal organization of the Association which must be consistent with the then existing Declaration and Bylaws, unless they are amended pursuant to their terms. In the organization, reorganization, or amendment of any

documents related to the legal organization of the Association, the terms in all such documents pertaining to the entity shall, to the extent possible under the applicable law, be consistent with the terms in the Declaration and the Bylaws. If the legal entity should ever expire or be dissolved for any reason as required or permitted by law, in any reorganization or reinstatement of the entity, the Association shall, to the extent possible and subject to any then-existing legal requirements, adopt documents with terms substantially similar to the documents related to the expired or dissolved entity.

- 5.4 **Membership.** Membership in the Association shall at all times consist exclusively of the Owners. Each Owner shall be a member of the Association so long as such Owner has an ownership interest in a Unit and such membership shall automatically terminate when the Owner ceases to have an ownership interest in a Unit. Upon the transfer of an ownership interest in a Unit, the new Owner succeeding to such ownership interest shall likewise succeed to such membership in the Association. If titled ownership to a Unit is held by more than one Person, the membership appurtenant to that Unit shall be shared by all such Persons in the same proportional interest and by the same type of tenancy in which title to the Unit is held.
- 5.5 **Availability of Documents.** The Association shall make available to the Owners, Lenders and insurers of any Lender, current copies of the Governing Documents and other minutes, books, records and financial statements related to the operations of the Association. The term "available" as used in this Section shall mean available for inspection and copying within thirty (30) days after receiving a proper request, during normal business hours and under other reasonable conditions. The Association shall have the right to refuse to disclose information that the Management Committee determines, in good faith, would reveal sensitive personal or financial information of another Owner or of an employee or agent of the Association, such as bank account numbers, birth dates, or social security numbers. The Association may require that the Owner comply with any statutory provision or other legal requirement applicable to providing this information before providing it.
- 5.6 **Management Committee.** The governing body of the Association shall be the Management Committee elected pursuant to the Bylaws. The Management Committee shall consist of five (5) members. Except as otherwise provided in this Declaration, or the Bylaws, the Management Committee shall act, in all instances, on behalf of the Association. Any reference to an act, right, or obligation of the Association in the Governing Documents may only be exerted or complied with through an action of the Management Committee. Except as may be specifically provided in the Declaration, Bylaws, or by applicable law, no Owner or group of Owners, other than the Management Committee, may direct the actions of the Association.
- 5.7 **Committee Members.**



(a) **Qualification.**

1. To be on the Management Committee, a person must be an Owner and over the age of eighteen (18) years old. If an Owner is a corporation, partnership, limited liability company, or trust, an officer, partner, member, manager, trustee, or beneficiary of such Owner may be a member of the Management Committee.
2. As further detailed and explained in the Bylaws, at least three (3) members of the Management Committee must at all times have as their primary residence, a Unit in the Project. The Bylaws shall provide for procedures to ensure this requirement is maintained and may include, but are not limited to, the expulsion of Committee Members.

(b) **Reasonable Ongoing Requirements for Committee Members.** The Bylaws may place reasonable obligations and requirements on existing Committee Members to retain their membership on the Management Committee, such as a requirement that a Committee Member attend a specified number of meetings. The Bylaws may further provide for a procedure for removal of any Committee Member who fails to comply with the reasonable requirements, which may include some action of the remaining Committee Members. Any Bylaw requirements adopted pursuant to this Section shall not apply to any Committee Members on the Management Committee during the two-year term of the Committee Member being served when they are adopted.

5.8 **Limitation on Authority of Owners, Committee Members, Officers, and the Management Committee.**

- (a) Except as provided herein or in the Bylaws, the Management Committee, any individual Owner, and any individual Committee Member or officer shall have no authority to and may not act on behalf of the Association or the Management Committee to:
1. amend or terminate any Governing Document;
  2. elect or remove members of the Management Committee;
  3. establish or change the qualifications, powers and duties, requirements, or terms of Committee Members or of the Management Committee; or

4. authorize or agree to any deviation or exception from the Terms and Conditions, except as provided in this Declaration.

- 5.9 **No Estoppel or Reliance on Actions or Authorizations Contrary to Governing Documents.** No one may rely upon any authorization (from the Management Committee or otherwise) contrary to the terms of the Governing Documents regardless of the circumstances under which it is given and no claim or defense of estoppel or waiver or similar equitable or legal claim or defense may be raised by anyone related to any alleged reliance. It is the responsibility of anyone interacting with, visiting, occupying, or purchasing a Unit in the Association to verify that anything that the Association does, does not do, or authorizes, related to the Project or the Association, is in compliance with the terms of the Governing Documents.

## ARTICLE 6 – GENERAL RIGHTS AND RESPONSIBILITIES OF THE ASSOCIATION

- 6.1 **Rights and Responsibilities of the Association.** The Association shall have the following rights and responsibilities in addition to any others set forth in the Governing Documents or provided for by law:
- (a) **Maintenance.** The Association shall make provisions for completing all maintenance, repair, and replacement requirements of the Association.
  - (b) **Paying Expenses.** The Association shall provide for the payment of Association expenses.
  - (c) **Setting and Collecting Assessments.** The Association shall establish, collect, and account for Assessments as necessary to operate the Project consistent with the requirements of the Governing Documents.
  - (d) **Entering Units.** After having given the appropriate notice as required in Article 17, the Association shall have the right at all times and upon reasonable notice (and at any time in case of an emergency) to enter into any Unit to abate any infractions, to make repairs or correct any violation of any of the Terms and Conditions, or to abate any condition that threatens the health or property of any Owner or Occupant.
  - (e) **Adopting and Enforcing Rules.** The Association may adopt Rules for the regulation and operation of the Project. If they are adopted, they shall be consistently and uniformly enforced. The Rules may address any issues including those addressed in any other Governing Document. The Rules may supplement, clarify, and add detail to issues addressed in the other Governing Documents so long as they do not contradict the same. The Management Committee's determination as to whether a particular activity

being conducted or to be conducted violates or will violate the Rules shall be conclusive, subject to a judicial determination if any is timely sought. The standard for adoption of Rules is one of reasonableness. Rules must be reasonable in light of all the circumstances pertaining to the situation or issue addressed by the Rules.

- (f) **Hiring Managers and Delegating Responsibilities.** The Association shall hire a Manager to assist the Management Committee in the management and operation of the Project and may delegate its powers and obligations in the Governing Documents to the Manager, employees, or other agents as it deems appropriate; provided, however, that only the Management Committee shall have the right to approve Association budgets, fines to Owners, and general and Special Assessments. Any powers and duties delegated to any Manager or other person may be revoked by the Management Committee at any time, with or without cause. Any management agreement must be terminable without penalty and with or without cause upon thirty (30) days' notice. THE MANAGEMENT COMMITTEE HAS NO AUTHORITY TO ENTER INTO ANY MANAGEMENT AGREEMENT OR CONTRACT INCONSISTENT WITH THE TERMS OF THE GOVERNING DOCUMENTS OR THAT PROVIDES FOR ANY TERMINATION FEE OR REQUIREMENT FOR TERMINATION FOR CAUSE.
- (g) **Other Necessary Rights.** The Association shall have any other right that is reasonably necessary to carry out the terms of the Governing Documents.
- (h) **Enforcement Rights.** In addition to any other remedies allowed or provided for in the Governing Documents for any violation of the Governing Documents, the Association may: (1) impose fines; (2) terminate Owners' rights to receive utility services paid as a common expense; (3) suspend an Owner's right to vote and/or suspend services the Association provides; (4) require an Owner, at the Owner's sole expense, to comply with the Community-Wide Standard; (5) take action to abate any violation at the Owner's sole cost and expense, and the Association shall have the right to enter onto an Owner's parcel to bring such parcel into compliance with the Community-Wide Standard should an Owner fail to comply with subsection (4) above after reasonable notification; (6) collect rents directly from tenants if Owners fail to pay Assessments; record a notice of violation with respect to any Unit on which a violation exists; and (8) take any other action or seek any other remedy allowed by the Act or other applicable Idaho law.

All rights and remedies of the Association shall be cumulative and the exercise of one remedy shall not preclude the exercise of any other right or remedy.

- (i) **Discretion in Enforcement.**

1. Subject to the discretion afforded in this Section, the Management Committee shall uniformly and consistently enforce and implement the Terms and Conditions in the Governing documents.
  2. The Management Committee shall use its reasonable judgment to determine whether to exercise the Association's powers to impose sanctions or pursue legal action for a violation of the Governing Documents, and may include in this analysis:
    - (i) whether to compromise a claim made by or against the Management Committee or the Association; and
    - (ii) whether to pursue a claim for an unpaid Assessment.
  3. The Association may not be required to take enforcement action if the Management Committee determines, after fair review and acting in good faith and without conflict of interest, that under the particular circumstances:
    - (i) the Association's legal position does not justify taking any or further enforcement action;
    - (ii) the covenant, restriction, or rule in the Governing Documents is likely to be construed as inconsistent with current law;
    - (iii) (A) a technical violation has or may have occurred; and (B) the violation is not material as to a reasonable person or does not justify expending the Association's resources; or
    - (iv) it is not in the Association's best interest to pursue an enforcement action, based upon hardship, expense, or other reasonable criteria.
  4. Subject to Subsection (5), if the Management Committee decides under Subsection (2) to forego enforcement, the Association is not prevented from pursuing later enforcement action.
  5. The Management Committee shall not be arbitrary, capricious, or act against public policy in taking or not taking enforcement action.
- (j) **Reserve Fund.** The Association shall maintain a reserve fund and obtain and update a reserve analysis as required in this Declaration.

- (k) **Preventing Conflicts with Service Providers and Vendors.** While past experience and relationships between service providers, vendors, Managers, Owners, or Committee Members can result in good referrals, the Association shall not permit any paid services or materials obtained by the Association from being performed or provided by: (1) any relative of any Committee Member, Manager, or of any officer, employee, or owner of the Manager, or (2) any business or entity in which any Committee Member, Manager, or employee, officer, or owner of any Manager or any relative of the same has more than a 1% ownership or beneficial interest. A relative is any person known to be related by blood or marriage. The provision of services and materials for purpose of this provision shall include managers, insurance brokers, investment or financial advisors, accountants, landscapers, contractors, and all other companies and persons providing services to the Association.
- (l) **Establishing Hearing Procedures.** The Management Committee shall have the authority to create a reasonable hearing process applicable in case the Association shall take adverse action related to any particular Owner or group of Owners. The Management Committee shall not be under any obligation to offer a hearing process, except as required by law or by the Governing Documents, and in any such process, shall have the authority to designate the procedure related to any such hearing and to make any and all final determinations of issues subject to the hearing process. The Management Committee may establish the hearing process on an as needed basis for particular matters as they arise or may set forth a process in the Rules applicable generally to such matters that it designates. Any such hearing process shall provide, at a minimum, for: (1) at least two weeks' notice of the hearing to the Owners, and (2) a reasonable time period under the circumstances for the Owner(s) to present their own testimony, the testimony of others, argument, authority, evidence, and other information the Owner deems relevant to the disputed issue.
- (m) **Annual Meeting.** The Association shall arrange for and conduct an annual meeting at least once a year as provided for in the Bylaws and shall arrange for and conduct such other meetings of the Association as shall be properly requested pursuant to the Governing Documents or the law.
- (n) **Payoff Information Fees.** The Association is specifically authorized to establish a fee of \$50.00 to provide payoff information related to the transfer, refinance, or closing of a Unit. The Management Committee may increase or decrease the amount charged if the new amount is identified in the Rules and is consistent with Idaho law.
- (o) **Reinvestment Covenant upon Sale or Transfer of Unit.** The Management Committee may require the seller or buyer to pay a Reinvestment Fee as provided for in Idaho Code § 55-3102(4)(f), in an amount of .5% (or a lesser amount established by the

Management Committee in the Rules) of the value of the property. Unless otherwise established by an appraisal of the Unit within 180 days prior to the transfer, the value shall be as reported by the tax assessor at the time of the transfer. All or a portion of the Reinvestment Fee shall be used to pay the Association's costs directly related to the transfer of the Unit, not to exceed \$250. The Reinvestment Fee shall be used exclusively for the Association, its Owners or Property for purposes authorized in the Declaration. The Reinvestment Fee may not be enforced against: (a) an involuntary transfer; (b) a transfer that results from a court order; (c) a bona fide transfer to a family member of the seller within three degrees of consanguinity who, before the transfer, provides adequate proof of consanguinity; (d) a transfer or change of interest due to death, whether provided in a will, trust, or decree of distribution; (e) the transfer of burdened property by a financial institution, except to the extent that the Reinvestment Fee covenant requires the payment of a common interest association's costs directly related to the transfer of the burdened property, not to exceed \$250 (f) the transfer by an owner into a revocable intervivos trust in which the owner is a beneficiary, or (g) a transfer which, in the reasonable judgment of the Association, should constitute an "exception" situation consistent with the intention of this Declaration. The Association shall have authority to record any notice required by law to effectuate this provision. This provision shall not be construed to

## ARTICLE 7 – BUDGETS & ASSESSMENTS

- 7.1 **Purpose of Assessments.** Money collected by the Association shall be used for the purposes of promoting the health, safety and welfare of the Owners; the management, maintenance, care, preservation, operation, and protection of the Project; enhancing the quality of life of the Owners in the Project; enhancing and preserving the value of the Project; and in the furtherance of carrying out or satisfying any other duty or power of the Association.
- 7.2 **Budget and Regular Assessment.**
- (a) The Management Committee is authorized and required to adopt a budget for the following fiscal year not later than thirty (30) days prior to the beginning of each fiscal year. The Management Committee may revise that budget from time-to time as it deems appropriate.
  - (b) The budget shall cover the period of the next fiscal year. The Budget shall estimate the total Common Expenses to be incurred for the next fiscal year (or that fiscal year for a revised budget), which shall be broken down into reasonably detailed expense categories. The budget may include reserves, contingencies, and estimates as the Management Committee deems appropriate.

- (c) The Management Committee shall send a written copy of the budget to all Owners no later than thirty (30) days after the adoption of the proposed budget or any revised budget.
- (d) The Management Committee shall determine the amount of the regular Assessments to be paid by the Owners of each Unit by dividing the total budgeted amount by the Allocated Interest for each Unit.
- 7.3 **Payment of Regular Assessments.** Unless otherwise established by the Management Committee and communicated to each Owner, each Owner shall pay to the Association the Owner's regular Assessment in equal monthly installments.
- 7.4 **Adjustments to Regular Assessments.** In the event the Management Committee determines that the estimate of total charges for the current year is, or will become, inadequate to meet all Common Expenses for any reason, it may then revise the budget and each Owner's share of the new budget total based on the Owner's Allocated Interest. Upon notice of the adjustment, and unless modified by the Management Committee, each Owner shall thereafter pay to the Association the Owner's adjusted regular Assessment in equal monthly installments.
- 7.5 **Personal Obligation for Assessment.** Each Owner of any Unit, by acceptance of a deed or other instrument creating in such Owner the interest required to be an Owner, whether or not it shall be so expressed in any such deed or other instrument and regardless of any lien rights or lack thereof, hereby personally covenants and agrees with each other Owner and with the Association to pay to the Association any Assessments as provided for in the Governing Documents, including any Assessments assessed and unpaid prior to the date the Owner became an Owner. Each such Assessment, together with such interest, collection charges, costs and attorneys' fees, shall also be the personal obligation of the Owner of such Unit at the time the Assessment becomes due.
- 7.6 **Capital Improvements.** Expenses for capital improvements may be included in the budget, paid for through Special Assessments, or paid for in any other manner as determined by the Management Committee.
- 7.7 **Percentage Assessments.** Except as otherwise provided herein, all Assessments (other than Special Assessments to Individual Units) shall be allocated to all Owners based on the Allocated Interest of each Unit.
- 7.8 **Rules Regarding Billing and Collection Procedures.** The Management Committee shall have the right and responsibility to adopt Rules setting forth procedures applicable to Assessments provided for in this Declaration and for the billing and collection of all

Assessments, provided that such procedures are not inconsistent with the provisions herein. Such procedures and policies may include, but are not limited to, the date when Assessment payments are due and late, establishing late fees and collection charges, and establishing interest (per annum or compounded) that may be charged on unpaid balances. The failure of the Association to send a statement to an Owner or an error in any such statement (other than a Certificate of Payment) shall not relieve any Owner of liability for any Assessment or charge under the Governing Documents.

- 7.9 **Certificate of Payment.** The Association shall, within ten (10) business days after written demand, furnish to any Owner liable for Assessments or such other person for whom an Owner has given written permission in a form acceptable to the Association, a written statement or certificate signed by an officer or authorized agent of the Association setting forth whether the Assessments relating to a specified Unit have been paid and the amount of delinquency, if any. A reasonable charge of fifty dollars (\$50.00) or such other amount allowed by law, and provided for in the Rules, may be collected by the Management Committee for the issuance of each such certificate. Each certificate is conclusive in favor of a person who relies on the written statement in good faith.
- 7.10 **Special Assessments.** Subject to any limitations in this Declaration for the particular type of expense, the Association is expressly authorized to set and collect Special Assessments payable as may be determined by the Association (in lump sums or over a period of time) to pay for any Common Expenses.
- 7.11 **Special Assessments to Individual Units.** "Special Assessments" may be levied by the Association against a particular Unit and its Owner for:
- (a) Costs incurred in bringing an Owner or the Owner's Unit into compliance with the provisions of the Governing Documents;
  - (b) Any other charge designated as pertaining to an individual Unit in the Governing Documents;
  - (c) Fines, late fees, collection charges, and interest;
  - (d) Attorneys' fees, costs and other expenses relating to any of the above; and
  - (e) Any other expenses that are non-routine, unanticipated, or in excess of those anticipated in the applicable budget.
- 7.12 **Acceptance of Materials or Services.** In the event the Association undertakes to provide materials or services that are not otherwise required in the maintenance of the Project,



which benefit individual Units, and which can be accepted or not by individual Owners, such Owners, in accepting such materials or services, agree that the costs thereof may be a Special Assessment pertaining to that Unit, at the discretion of the Management Committee.

- 7.13 **Application of Excess Assessments.** In the event the amount budgeted to meet Common Expenses for a particular fiscal year proves to be excessive in light of the actual Common Expenses, the Management Committee in its discretion may apply the excess to reserves, credit the excess against future Assessments or refund the excess to the Owners in proportion to the Allocated Interests of each Unit in the Common Expenses of the Project, as the Management Committee deems appropriate. The decision of the Management Committee shall be binding and conclusive. In addition, the Association shall not be obligated to reduce the amount of Assessments in succeeding years if an excess exists for a prior year.
- 7.14 **No Offsets.** All Assessments shall be payable at the time and in the amount specified by the Association and no offsets against such amount shall be permitted for any reason, including, without limitation, a claim that the Management Committee is not properly exercising its duties and power, a claim in the nature of offset or that the Association owes the Owner money, or that the Association is not complying with its obligations as provided for in the Governing Documents.
- 7.15 **How Payments Are Applied.** Unless otherwise provided for in the Rules of the Association, payments on Assessments shall be applied in the following order: (1) attorney fees, oldest charges to newest; (2) fines, oldest charges to newest; (3) late charges and late fees, oldest charges to newest; (4) interest, oldest charges to newest; (5) any other assessments other than special or regular monthly assessments, oldest charges to newest; (6) Special Assessments, oldest charges to newest; and (7) regular assessments, oldest charges to newest.

#### ARTICLE 8 – NONPAYMENT OF ASSESSMENTS & JOINT AND SEVERAL LIABILITY OF OWNERS FOR ALL PAST UNPAID ASSESSMENTS

- 8.1 **Delinquency.** Assessment not paid within the time required shall be delinquent. Whenever an Assessment is delinquent, the Management Committee may, at its option, invoke any or all of the remedies granted in this Article 8.
- 8.2 **Collection Charges and Interest.** If the Association does not otherwise adopt or establish billing and collection procedures in the Rules of the Association, the following shall apply. Monthly assessments shall be due and payable on the first day of the month and late if not received by the tenth (10th) day of that month. Late fees shall be \$35.00 for each month that an Owner's account has an unpaid balance after the due date. In addition to late fees,

interest shall accrue on all unpaid balances-including unpaid prior attorney fees, interest (resulting in compounding of interest), late fees, and assessments at two percent (2%) per month. The Association may also impose and assess to the Owner a collection charge, late fee, and any other reasonable charge imposed by a Manager related to collections, as the Management Committee may establish in the Rules of the Association.

- 8.3 **Joint and Several Liability of Owner and future Owners for All Past and Presently Accruing Unpaid Assessments.** The Owner and any future Owners of a Unit are jointly and severally liable for all Assessments accruing related to that Unit prior to and during the time that an Owner is an Owner. An Owner is not liable for any assessments accruing after an Owner has lawfully transferred the Unit to another Owner. The recording of a deed to a Person that has not agreed to take ownership of the Unit shall not be considered a legal conveyance of title for purposes of this Section 8.3. This obligation is separate and distinct from any lien rights associated with the Unit.
- 8.4 **Lien.** The Association has a lien on each Unit for all Assessments (which include, but are not limited to, interest, collection charges, late fees, fines, attorneys' fees, court costs, and other costs of collection (which shall include all costs and not be limited by those costs that may be awarded under the Idaho Rules of Civil Procedure)). This lien shall arise and be perfected as of the date of the recording of this Declaration and shall have priority over all encumbrances recorded after this Declaration is recorded, except as otherwise required by law. If an Assessment is payable in installments, the lien is for the full amount of the Assessment from the time the first installment is due, unless the Association provides otherwise in the notice of Assessment. The Association's lien shall have priority over each other lien and encumbrance on a Unit except only: (1) a lien or encumbrance recorded before this Declaration was recorded, (2) a first or second security interest on the Unit secured by a mortgage or trust deed that is recorded before a recorded notice of lien by or on behalf of the Association; and (3) a lien for real estate taxes or governmental assessments or charges against the Unit. The Association may, but need not, record a notice of lien on a Unit.
- 8.5 **Action at Law.** The Association may bring an action to recover a delinquent Assessment either personally against the Owner obligated to pay the same or by foreclosure of the Assessment lien. In addition, the Association's choice of one remedy shall not prejudice or constitute a waiver of the Association's right to exercise any other remedy. Any attorneys' fees and costs incurred in this effort shall be assessed against the delinquent Owner and the Owner's Unit, and reasonable attorneys' fees and court costs will thereafter be added to the amount in delinquency (plus interest and collection charges, if appropriate). Each Owner vests in the Association, or its assigns, the right and power to bring actions at law or lien foreclosures against such Owner or Owners for the collection of delinquent Assessments.

- 8.6 **Foreclosure Sale.** The Association shall have all rights of foreclosure granted by the Act, both judicially and non-judicially. Pursuant to Idaho Code § 55-1518, an Owner's acceptance of an interest in a Unit constitutes a simultaneous conveyance of the Unit in trust, with power of sale, to Robert T. Spjute, as trustee, for the benefit of the Association, for the purpose of securing payment of Assessments under the terms of this Declaration. The Association may appoint a qualified successor trustee by executing and recording a substitution of trustee form.
- 8.7 **Homestead Waiver.** Each Owner, to the extent permitted by law, hereby waives, to the extent of any liens created pursuant to this Declaration, whether such liens are now in existence or are created at any time in the future, the benefit of any homestead or exemption laws of the State of Idaho now in effect, or in effect from time to time hereafter.
- 8.8 **Termination of Delinquent Owner's Rights.** The Association shall have all rights provided for in the Act to terminate a delinquent Owner's: (1) rights to receive a utility service for which the Owner pays as a common expense, and (2) access to recreational facilities.
- 8.9 **Requiring Tenant to Pay Rent to Association.** Pursuant to and as provided for in the Act, the Association shall have a right to demand and collect rent from any tenant in a Unit for which an assessment is more than sixty (60) days late. Each occupant, by moving into the Project, agrees to be personally liable and responsible to the Association for all rent payments after the Association gives proper notice that rent payments shall be paid to the Association.
- 8.10 **Attorneys' Fees Incurred as a Result of Default.** In addition to any attorneys' fees and costs provided for herein, the Association shall be entitled to recover all reasonable attorneys' fees and costs incurred as a result of an Owner's failure to timely pay Assessments including, but not limited to, attorneys' fees incurred to: (1) obtain advice about a default; (2) collect unpaid payments; (3) file lawsuits or other legal proceedings related to a default in an effort to collect unpaid Assessments; (4) examine the debtor or others through a formal or informal deposition, at a meeting conducted under 11 U.S.C. §341, an examination under Rule 2004 of the Federal Rules of Bankruptcy Procedure; (5) file pleadings, notices, objections, and proofs of claim in any bankruptcy proceeding; (6) monitor any bankruptcy proceedings including, but not limited to, reviewing an Owner's bankruptcy statements and schedules filed with the court, reviewing other pleadings and claims filed in an Owner's bankruptcy case, regular monitoring of an Owner's progress of complying with a confirmed chapter 13 or chapter 11 plan for the duration of the plan, and processing payments from a Bankruptcy Trustee or Debtor-in-Possession; (7) litigate, seek and respond to discovery, introduce evidence, hire and pay expert witnesses, file motions and other pleadings, attend trials, hearings, or other court proceedings, as reasonably necessary related to assert any

non-dischargeability of debts, to assert claims against the Owner's bankruptcy estate or co-debtors, to challenge exemptions, to challenge treatment under a proposed plan, to pursue any appropriate adversary proceeding for any other reason related to the ultimate attempt to collect unpaid Assessments; and (8) all fees and costs incurred in any foreclosure of a lien, securing lien rights, or providing for any notice of lien. This provision is to be construed broadly to permit an Association to recover any reasonable fees and costs in any way related to an Owner's default in the payment of Assessments and the ultimate collection of those Assessments.

- 8.11 **Association Gains Title to Unit through Foreclosure.** If the Association takes title to a Unit pursuant to a foreclosure, Judicial or non-judicial, it shall not be bound by any of the provisions related to the Unit that are otherwise applicable to any other Owner including, but not limited to, obligations to pay Assessments, taxes, insurance, or to maintain the Unit. By taking a security interest in any Unit governed by this Declaration, Lenders cannot make any claim against the Association for nonpayment of taxes, Assessments, or other costs and fees associated with any Unit if the Association takes title to a Unit related to any failure to pay Assessments.

#### ARTICLE 9 – PROPERTY RIGHTS IN UNITS AND COMMON AREA

9.1 **General Easements to Common Area and Units.**

- (a) Subject to all other terms of the Governing Documents, each Owner shall have an equal undivided interest, right, and easement of use and enjoyment in and to the Common Area, except as it relates to the porches, stairways, and driveways that exclusively serve one Unit, which shall be Limited Common Area for the exclusive use of the Occupants of the Unit to which they are appurtenant. Each Owner shall have an unrestricted and non-exclusive right of ingress or egress to and from the Owner's Unit over and across such Common Area, and the nonexclusive right to the use of open parking stalls, if any, within the Common Area to the extent those parking stalls are held open for use by the Owners and subject to any other restrictions related to such use. Such rights and easements shall be appurtenant to and shall pass with title to each Unit and in no event shall such appurtenant rights be separated therefrom. Authorized Occupants shall have the same access and use rights to the Common Area as an Owner. All rights given to Owners and Authorized Occupants under this Section 9.1(a) shall be subject to any Rules established by the Management Committee, including, but not limited to, Rules limiting Common Area use and Rules limiting or eliminating the right of Owners to park in Common Area parking spaces to provide for guest parking.
- (b) The Association shall have nonexclusive easements with the right of access to each Unit, including any balconies, to make inspections, to prevent or mitigate damage to Units

and to Common Area, and to maintain, repair, replace or effectuate the restoration of the Common Area and those portions of the Unit that the Association is responsible for maintaining which are accessible from such Unit. Such rights shall be exercised only after the notice required in this Declaration. The Association shall have a nonexclusive right to grant permits, licenses and easements upon, across, over, under and through the Common Area for purposes necessary for the proper operation of the Project.

- 9.2 **Public Utilities.** Easements and rights-of-way over the Project for the installation and maintenance of electricity lines, telephone lines, cable television, water lines, gas lines, sanitary sewer lines, drainage facilities, and such other public utilities needed to serve the Project are hereby reserved to the Association, together with the right to grant and transfer the same; provided, however, such easements and rights-of-way shall not unreasonably interfere with the use of the Common Area and the Units by the Owners or Occupants. The Association shall have the power to grant and convey, in the name of all of the Owners as their attorney-in-fact, to any other person easements and rights-of-way in, on, over, or under the Common Area for the purpose of constructing, erecting, operating, or maintaining lines, cables, wires, wireless transmission or reception equipment, conduits, or other devices for electricity, cable television, power, telecommunications, internet, telephone, public sewers, storm water drains and pipes, water systems, sprinkling systems, water heating and gas lines or pipes and any other public, quasi-public, or private improvements or facilities, and each Owner in accepting the deed to a Unit expressly consents to such easements and rights-of-way, and authorizes and appoints the Association as attorney-in-fact for such Owner to execute any and all instruments conveying or creating such easements or rights-of-way. Such Owner and those claiming by, through or under an Owner, agree to execute promptly all such documents and instruments and to do such other things as may be necessary or convenient to effect the same at the request of the Association. However, no such easement can be granted if it would permanently and materially interfere with the use, occupancy or enjoyment by any Owner of such Owner's Unit.
- 9.3 **Easements for Encroachments.** If any portion of the Common Area encroaches upon any Unit, or if any Unit encroaches upon any other Unit or the Common Area, as a result of the manner in which the buildings are constructed or due to settling, shifting, alteration, replacement, repair or restoration by the Association, a valid easement for encroachment, and maintenance of such encroachment, shall exist for the life of the structure.
- 9.4 **Limitation on Easement - Suspension of Owner's Rights.** An Owner's equal undivided interest, right and easement of use and enjoyment concerning the Common Area shall be subject to the following:

- (a) The right of the Association to suspend the Owner's right to the use of any recreational facilities included in the Common Area: (i) for any period during which an assessment on such Owner's Unit remains unpaid; (ii) for a period not exceeding sixty (60) days for any infraction by such Owner of the provisions of this Declaration or any Association Rule; and (iii) for successive sixty (60)-day periods, if any, such infraction is not corrected during any prior sixty (60)-day suspension period;
  - (b) The right of the Association to impose reasonable limitations on the number of Occupants per Owner who at any given time are permitted to use the Common Area; and
  - (c) The right of any governmental or quasi-governmental body having jurisdiction over the Project to access and to have rights of ingress and egress over and across any street, parking areas, walkway or open areas contained within the Common Area for purposes of providing police and fire protection, transporting school children and providing other governmental or municipal services.
- 9.5 **Views.** Views from a Unit and the Project are not assured or guaranteed in any way. There is no warranty concerning the preservation of any view or view plane from the Project and each Owner and Occupant in such Owner's Unit acknowledges and agrees that there are no view easements or view rights appurtenant to the Unit or the Project.
- 9.6 **Inappropriate Uses of Internet Services Prohibited.** To the extent that internet service is provided to the Unit by the same internet service provider or through the use of any shared or joint internet service equipment, each Owner agrees that it is responsible for its, or its guests or invitees, use of such internet. Each Owner agrees not to use, or allow to be used, the internet service in such Owner's Unit for any illicit or illegal purpose, including any use that may result in civil or criminal liability. Each Owner shall indemnify and hold harmless the Association, the Declarant, and all other Unit Owners (collectively the "*Indemnified Parties*") from any and all claims, damages, harm or liability of any kind, including attorney fees and costs, incurred or threatened against any of the Indemnified Parties caused by such Owner's use of the internet provided to such Owner's Unit.

## ARTICLE 10 – USE LIMITATIONS AND CONDITIONS

- 10.1 **Rules.** The Association shall have authority to promulgate and enforce such reasonable Rules and procedures as may aid the Association in carrying out any of its functions, and to

ensure that the Project is maintained and used in a manner consistent with the interest of the Owners.

- 10.2 **Signs.** The Association may regulate and restrict signs in the Project, to the extent permitted by law, in the Rules. "Signs" shall include any type of object (including, but not limited to, flags, billboards, banners, plaques, a-frames, easel signs, poly-bag signs, corrugated plastic signs, lawn signs, window signs) used to convey a message, symbol, idea, identification, or for any other purpose that signs are typically used, that is placed in, on, or outside of a Unit with the apparent purpose, in whole or in part, of making it visible to people outside of the Unit.
- 10.3 **Nuisance.** No noxious or offensive activity shall be carried on upon the Project, nor shall any activity that might be or become an annoyance or nuisance to the Owners or Occupants be permitted to interfere with their rights of quiet enjoyment or increase the rate of any insurance or decrease the value of the Units. No Owner or Occupant shall engage in activity within the Project in violation of any law, ordinance, statute, rule or regulation of any local, county, state or federal body.
- 10.4 **Smoking.** It shall be a nuisance and prohibited under Section 10.3 to permit or cause any smoke to drift to, or otherwise enter into another Unit, the balcony of another Unit, or the Limited Common Area of another Unit. Neither an Owner complaining of smoke or the Association responding to that Complaint shall be required to close windows or doors, make repairs, or otherwise make any physical alteration to the Project or to any Unit to prevent drifting smoke from entering into that Unit or any patio or balcony associated with that Unit. It shall be the sole responsibility of the Owner causing the smoke to prevent or stop smoke from entering any other Unit or the patio, porch, or balcony of another Unit, which may require, if other attempts to stop it are unsuccessful, the termination of smoking.
- 10.5 **Temporary Structures.** No structure or building of a temporary character, including a tent or shack, shall be placed upon the Project, or used therein, unless it is approved by the Management Committee.
- 10.6 **Parking and Use of Open Parking/Visitor Parking.** Unless otherwise permitted by the Association in the Rules, and except for Customary Parking and Temporary Parking, as permitted by this Section 10.6, no automobiles or other vehicles of any type (including, without limitation, motorcycles, trailers, campers, vans, recreational vehicles, or boats) shall be parked, stored, or located within any portion of the Project, including any Unit or Common Area. "Customary parking" shall mean the parking of operable automobiles, motorcycles, noncommercial trucks and vans within the parking available for each respective Unit. "Temporary parking" shall mean the use of designated parking areas within the Project for parking of operable vehicles belonging to Owners and Occupants including

the parking of delivery trucks, service vehicles, and other commercial vehicles being used in the furnishing of goods and services to the Owners and Occupants. The Association may adopt Rules relating to the parking of vehicles within the Project and the use of the visitor parking spaces including, without limitation, (1) the right to loan, assign, or license the visitor parking spaces to a particular Owner or Occupant to comply with any lawful requirements; (2) the right to remove or cause to be removed any vehicles that are improperly parked; (3) restrictions on any regular or irregular Owner use of visitor parking spaces; (4) restrictions on the time period and duration that visitor spaces may be used; and ( 5) the assessment of fines to Owners and Occupants who violate such Rules.

- 10.7 **External Fixtures.** To the extent permissible by applicable law and the Governing Documents, no external items such as, but not limited to, television and radio antennas, satellite dishes, flag poles, clotheslines, wiring, air conditioning equipment, water softening equipment, fences, awnings, ornamental screens, screen doors, porch, patio, or balcony enclosures, sunshades, lighting fixtures, walls, windows, skylights, landscaping and plantings, other than those provided in connection with the original construction of the Project, shall be constructed, erected, or maintained on the Project without the prior written approval of the Management Committee.
- 10.8 **Window Covers.** The Management Committee may adopt Rules regulating the type, color, and design of window covers and requiring prior approval before installation. Absent Rules permitting otherwise, only white roller shades, shutters and blinds may be installed as window covers. No window shall be covered by paint, foil, sheets, or similar items.
- 10.9 **External Laundering.** Unless otherwise permitted by the Management Committee in the Rules, external laundering and drying of clothing and other items is prohibited.
- 10.10 **Outside Speakers and Amplifiers.** Except as permitted in the Rules and subject to any regulations in the Rules, no radio, stereo, broadcast, loudspeaker, or projection of sound or music on or directed to the outside of any Unit shall be permitted.
- 10.11 **Repairs.** No repairs of any detached machinery, equipment, or fixtures, including without limitation, motor vehicles, shall be made in the Project except as may be permitted by the Management Committee in the Rules.
- 10.12 **Unightly Items.** All rubbish, debris, unsightly materials, or similar objects of any kind shall be regularly removed from Units and shall not be allowed to accumulate therein or thereon. Refuse containers and machinery and equipment not a part of the Units, shall be prohibited in any Unit unless obscured from view of adjoining Units and Common Area. Trash and garbage shall be properly disposed in accordance with the Rules applicable thereto adopted by the Management Committee.



- 10.13 **Animals.** Animals generally kept in households such as dogs, cats, birds, hamsters, and ferrets may be kept in the Project subject to the rules and requirements of this Declaration. No more than three of any type of animal may be kept in any one Unit. No livestock, poultry, or reptiles, may be kept in any Unit. All animals are subject to the Rules adopted by the Management Committee. Notwithstanding the foregoing, no animal may be kept within a Unit which: (1) is raised, bred, kept, or maintained for any commercial purposes, except where specifically allowed in a Commercial Unit; (2) causes a nuisance; or (3) in the good faith judgment of the Management Committee, results in an annoyance or threat of injury, or is obnoxious to or unreasonably causes anxiety to other Owners or Occupants within the Project. The Management Committee may exercise its judgment for specific animals even though others of the same breed or type are permitted to remain. All animal fecal matter shall be immediately cleaned up within the Project by the Owner of such animal. The Management Committee may adopt Rules adding further Terms and Conditions related to animals in the Association not inconsistent with this Declaration, including, but not limited to, requirements for registration, specific fees or deposits to Owners of Units that have animals, the use of leashes, noise and barking limitations, and limitations on the overall number of animals. In an effort to minimize anxiety and fear of the Owners generally, the Association may ban dogs of certain breeds (pure or partial) believed generally to be aggressive including, but not limited, to the following breeds, Pit Bull, Presa Canario, Chow Chow, Doberman Pinscher, Alaskan Malamute, and Rottweiler. No Owner shall possess or maintain an aquarium in any Unit without written permission from the Management Committee.
- 10.14 **Waterbeds.** No Owner shall possess, maintain, or use a waterbed in any Unit without written permission from the Management Committee.
- 10.15 **Landscape Maintenance.** No Owner may alter, change, or maintain any Common Area landscaping in the Project without the written approval of the Management Committee.
- 10.16 **Floor Load.** There shall be no floor load in excess of the weight for which the Unit or balcony was designed, unless special arrangements are made, and an engineering determination of floor load capacity in the areas of the heavy use is obtained by the Owner and approved in writing by the Management Committee.
- 10.17 **Residential Occupancy.**
- (a) No trade or business may be conducted in or from any Unit, except for designated Commercial Units, unless:

1. the existence or operation of the business activity is not apparent or detectable by sight, sound, or smell, from outside the residence;
2. the business activity conforms to all zoning and legal requirements for the Project and the business activity;
3. the business activity does not involve Persons coming onto the Project who do not reside in the Project or door-to-door solicitation of Occupants of the Project;
4. the business activity is consistent with the residential character of the Project and does not constitute a nuisance, or a hazardous or offensive use, or threaten the security or safety of other Occupants of the Project;
5. the business activity is disclosed to the Management Committee before business is commenced along with a description of the business activity, a statement of the amount of space required in the Unit for such activity, a description of any impact on the Project;
6. the business activity will not result in the increase of any insurance of the Association;
7. the Owner of the Unit resides in the Unit in which the business activity is proposed for the entire time any business activity is conducted; and
8. the Management Committee's requests for information related to the business are responded to fully and completely.

(b) No Units may be used as a time-share property.

(c) Except as provided in Article 20 and Section 10.17(a), no Unit, except for designated Commercial Units, may be used for any purpose other than a residential purpose.

**10.18 No Subdivision or Timeshare of Units or Recording by Owners of Terms and Conditions.**

No Unit shall be split, subdivided, separated, or timeshared into two or more Units or property interests (whether temporally or spatially), and no Owner of a Unit shall sell or lease part of a Unit. No subdivision plat or covenants, conditions, or restrictions shall be recorded by any Owner or other Person with respect to any one Unit. No subdivision plat or covenants, conditions, or restrictions related to any Unit or the Project shall be recorded on the Project unless the Management Committee and/or Owners (as required in this Declaration) have first approved, in writing, the plat or the proposed covenants, conditions,

or restrictions. Any plat or covenants, conditions, or restrictions recorded in violation of this Section 10.18 shall be null, void, and of no legal effect.

- 10.19 **Architectural Control.** No exterior changes whatsoever shall be commenced, erected, maintained, made, or done without the prior written approval of the Management Committee or any Committee established by the Management Committee for that purpose. By way of illustration, but not of limitation, the following are considered exterior changes: painting, landscaping, excavation, patio covers, screens, doors, evaporative coolers, fireplaces, skylights, storage buildings, solar collectors, shade screens, awnings, window coating or tinting, decorative alterations, fences, and other work that in any way alters the exterior appearance of the Property. The Management Committee, or committee established by the Management Committee for that purpose, may designate the design, style, model, and manufacturer of any exterior improvement or alteration that is acceptable to the Management Committee. Such designations shall be for the purpose of achieving uniformity of appearance and preservation of property values.
- 10.20 **Lighting.** Exterior lighting fixtures and walkway and landscaping lights shall be allowed only to the extent approved by the Management Committee.
- 10.21 **Variances.** The Management Committee may, at its option and in extenuating circumstances, grant variances from the Terms and Conditions set forth in this Article 10 if the Management Committee determines in its discretion (by unanimous vote): (a) either (i) that the Term and Condition would create an unreasonable hardship or burden on an Owner or Occupant, or (ii) that a change of circumstances since the recordation of this Declaration has rendered such Term and Condition obsolete and unreasonable to enforce; and (b) that the activity permitted under the variance will not have any financial affect or any other substantial adverse effect on the Owners or Occupants of the Project and is consistent with the high quality of life intended for residents of the Project. Any such variance shall be unenforceable, and without any effect whatsoever, unless reduced to writing and signed by every member of the then existing Management Committee. No variance may be granted that is inconsistent with the Act. No variance may be granted that relates to the payment of Assessments unless it clearly appears after reasonable investigation under the circumstances that the Owner is incapable of paying the Assessment, and the Unit is being or has been transferred to a new Owner either voluntarily or involuntarily through foreclosure.
- 10.22 **Hazardous Substances.**
- (a) The Owners shall comply with applicable Environmental Laws (as defined below), and shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances (as defined below), on or within the Project, that are not properly

controlled, safeguarded, and disposed of. The Owners shall not do, nor allow anyone else to do, anything affecting the Project that is in violation of any Environmental Law. The preceding two sentences shall not apply to the presence, use, or storage on the Project of small quantities of Hazardous Substances that are generally recognized to be appropriate to the maintenance of a Unit or the Project.

- (b) Each Owner shall indemnify, defend and hold the Association and each and every other Owner harmless from and against any and all claims and proceedings (whether brought by private party or governmental agency) for bodily injury, property damage, abatement or remediation, environmental damage or impairment, or any other injury or damage resulting from or relating to any Hazardous Substances located under or upon or migrating into, under, from or through the Project, which the Association or the other Owners may incur due to the actions or omissions of an indemnifying Owner. The foregoing indemnity shall apply: (i) when the release of the Hazardous Substances was caused by an indemnifying Owner or an Occupant and (ii) whether or not the alleged liability is attributable to the handling, storage, generation, transportation or disposal of Hazardous Substances on the Project. The obligations of each Owner under this Section 10.22 shall survive any subsequent sale by an indemnifying Owner.
- (c) As used in this Section 10.22, "Hazardous Substances" are those substances defined as toxic or hazardous substances by Environmental Law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde and radioactive materials. As used in this Section 10.22, "Environmental Law" means federal laws and laws of the jurisdiction where the Project is located that relate to health, safety or environmental protection.

## ARTICLE 11 – INSURANCE

- 11.1 **Insurance Requirement.** The Association shall obtain insurance as required in this Declaration and as required by applicable law. The Association may obtain insurance that provides more or additional coverage than the insurance required in this Declaration. Different policies may be obtained from different insurance carriers and standalone policies may be purchased instead of or in addition to embedded, included coverage, or endorsements to other policies.
- 11.2 **Annual Insurance Report.** Not later than sixty (60) days prior to the annual meeting of the Association, the Management Committee shall obtain a written report by an independent and experienced insurance broker, agent, or consultant (who may be the insurance provider/agent/broker used by the Association), with specific knowledge and experience in

the condominium association insurance industry, setting forth: (1) a summary description of the insurance coverage obtained by the Association, including the dollar amounts of any such coverage, and any material exceptions, exclusions, and limitations on such coverage; (2) whether, in the opinion of such broker or consultant, the insurance coverage in effect for the Association complies with the requirements of this Declaration and the law; (3) a description of any earthquake insurance and material exclusions and limitations for that coverage, and if no earthquake insurance is obtained, a conspicuous and clear statement in both bold and uppercase letters stating: "NO EARTHQUAKE INSURANCE HAS BEEN OBTAINED BY THE ASSOCIATION;" and (4) a description of any flood insurance and material exclusions and limitations for that coverage, and if no flood insurance is obtained, a conspicuous and clear statement in both bold and uppercase letters stating: "NO FLOOD INSURANCE HAS BEEN OBTAINED BY THE ASSOCIATION." The report shall also set forth any recommendations or suggestions from the insurance professional regarding current policy provisions, deductibles, exceptions, exclusions, and for additional insurance suggested or recommended for the protection of the Owners in light of the insurance then available and the best practices with respect to other similar projects. The most recent annual insurance report shall be distributed to the Owners at or before the annual meeting of the Association and shall be provided to any Owner at any other time upon request. If the report is distributed to Owners at the annual meeting, a copy shall also be mailed to Owners not personally in attendance within thirty (30) days of the meeting.

### 11.3 **Property Insurance.**

#### (a) **Hazard Insurance.**

1. **Blanket Policy of Property Insurance.** The Association shall maintain a blanket policy of property insurance covering the entire Project, including the Common Area and all buildings including all Units, fixtures, and building service equipment.
  - (i) The blanket policy shall exclude land and other items not normally and reasonably covered by such policies. The blanket policy shall be an "all in" or "all inclusive" insurance as those terms are used in the insurance industry and shall include insurance for any fixture, improvement, or betterment installed in or to the Unit or any Limited Common Areas or otherwise permanently part of or affixed to Common Areas, Units, or Limited Common Areas, including, but not limited, to floor coverings, cabinets, light fixtures, electrical fixtures, heating and plumbing fixtures, paint, wall coverings, and windows.

- (ii) At a minimum, the blanket policy shall afford protection against loss or damage by: (1) fire, windstorm, hail, riot, aircraft, vehicles, vandalism, smoke, and theft and (2) all perils normally covered by "special form" property coverage.
  - (iii) The blanket policy shall be in an amount not less than one hundred percent (100%) of current replacement cost of all property covered by such policy (including the Units) at the time the insurance is purchased and at each renewal date. The actual replacement cost of the property shall be determined by using methods generally accepted in the insurance industry.
  - (iv) The blanket policy shall include either of the following endorsements to assure full insurable value replacement cost coverage: (1) a Guaranteed Replacement Cost Endorsement under which the insurer agrees to replace the insurable property regardless of the cost; or (2) a Replacement Cost Endorsement under which the insurer agrees to pay up to one hundred percent (100%) of the Property's insurable replacement cost but not more. If the policy includes a coinsurance clause, it must include an Agreed Amount Endorsement, which must waive or eliminate the requirement for coinsurance.
  - (v) Each property policy that the Association is required to maintain shall also contain or provide for the following: (i) "Inflation Guard Endorsement," if available; (ii) "Building Ordinance or Law Endorsement,"(the endorsement must provide for contingent liability from the operation of building laws, demolition costs, and increased costs of reconstruction); and (iii) "Equipment Breakdown," if the project has central heating or cooling or other equipment or other applicable fixtures, equipment, or installations, which shall provide that the insurer's minimum liability per accident at least equals the lesser of two million dollars (\$2,000,000) or the insurable value of the building containing the equipment.
- (b) Owner Responsibility for Payment of Deductible. If a loss occurs that is covered by a property insurance policy in the name of the Association and another property insurance policy in the name of an Owner:
1. the Association's policy provides primary insurance coverage; and
  2. notwithstanding Subsection 11.3(b)(1) and subject to Subsection 11.3(b)(3):

- (i) the Owner is responsible for the Association’s policy deductible; and
  - (ii) the Owner’s policy, if any, applies to that portion of the loss attributable to the Association’s policy deductible.
3. As used in this Subsection (3):
- (i) “Covered Loss” means a loss, resulting from a single event or occurrence that is covered by the Association’s property insurance policy.
  - (ii) “Unit Damage” means damage to any combination of a Unit or a Limited Common Area appurtenant to a Unit.
  - (iii) “Unit Damage Percentage” means the percentage of total damage resulting in a covered loss that is attributable to Unit Damage.
    - (A) An Owner who owns a Unit that has suffered Unit Damage as part of a Covered Loss is responsible for an amount calculated by applying the Unit Damage Percentage for that Unit to the amount of the deductible under the Association’s property insurance policy.
    - (B) If an Owner does not pay the amount required under Subsection (11.3)(b)(2) within thirty (30) days after substantial completion of the repairs to, as applicable, the Unit or the Limited Common Area appurtenant to the Unit, the Association may levy an assessment against the Owner for that amount.

**(c) Flood Insurance.**

1. If any part of the Project is or comes to be situated in a Special Flood Hazard Area as designated on a Flood Insurance Rate Map, as defined by Federal law, a policy of flood insurance shall be maintained covering the Project or, at a minimum, that portion of the Project located within the Special Flood Hazard Area. That policy shall cover any machinery and equipment that are not part of a building and all Common Area within the Project (“Insurable Property”) in an amount deemed appropriate, but not less than the lesser of: (i) the maximum limit of coverage available under the National Flood Insurance Program for the Insurable Property within any portion of the Project located within a designated

flood hazard area; or (ii) one hundred percent (100%) of the insurable value of the Insurable Property.

2. If the Project is not situated in a Special Flood Hazard Area, the Association may nonetheless, in the discretion of the Management Committee, purchase flood insurance to cover water and flooding perils not otherwise covered by blanket property insurance.
- (d) **Earthquake Insurance.** The Association may purchase earthquake insurance as the Management Committee deems appropriate. If the Management Committee elects not to purchase earthquake insurance, a vote of the Owners present at the annual meeting, with a proper quorum, shall be required to confirm this decision. If the Owners at the annual meeting do not confirm the decision to not purchase earthquake insurance, the Management Committee shall purchase earthquake insurance within sixty (60) days of the vote.
- (e) **Association's Obligation to Segregate Property Insurance Deductible.** The Association shall keep in a segregated bank account an amount equal to the Association's property insurance policy deductible or \$10,000, whichever is less. This requirement shall not apply to any earthquake or flood insurance deductible.
- (f) **Association's Right to Not Tender Claims that are Under the Deductible.** If, in the exercise of its business judgment, the Management Committee determines that a claim is likely not to exceed the Association's property insurance policy deductible, and until it becomes apparent the covered loss exceeds the Association's property insurance deductible, and a claim is submitted to the Association's property insurance carrier: (i) the Owner's policy is considered the policy for primary coverage to the amount of the Association's policy deductible; (ii) the Association is responsible for any loss to the Common Area; (iii) an Owner who does not have a policy to cover the damage to that Owner's Unit is responsible for that damage and the Association may, as provided in Subsection 11.3(b)(2), recover any payments the Association makes to remediate the Unit; and (iv) the Association need not tender the claim to the Association's insurer.
- (g) **Notice Requirement for Deductible.** The Association shall provide notice to each Owner of the Owner's obligation under Subsection 11.3(b) for the Association's policy deductible and of any change in the amount of the deductible. If the Association fails to provide notice of the initial deductible, it shall be responsible for the entire deductible in the event of any loss. If the Association fails to provide notice of any increase in the deductible, it shall be responsible for paying any increased amount that would otherwise have been assessed to the Owner. The failure to provide notice shall not invalidate or affect any other provision in this Declaration.



- 11.4 **Comprehensive General Liability (CGL) Insurance.** The Association shall obtain CGL insurance insuring the Association, the agents and employees of the Association, and the Owners against liability incident to the use, ownership or maintenance of the Common Area or membership in the Association. The coverage limits under such policy shall not be less than Two Million Dollars (\$2,000,000.00) covering all claims for death of or injury to any one person or property damage in any single occurrence. Such insurance shall contain a Severability of Interest Endorsement or equivalent coverage, which would preclude the insurer from denying the claim of an Owner because of the negligent acts of the Association or another Owner. If the Association owns Common Area that it has no obligation to maintain, it shall require the Person or entity with the primary maintenance responsibility to indemnify and defend the Association against any claims related to that Common Area.
- 11.5 **Directors' and Officers' Insurance.** The Association shall obtain Directors' and Officers' liability insurance protecting the Management Committee, the officers, and the Association against claims of wrongful acts, mismanagement, failure to maintain adequate reserves, failure to maintain books and records, failure to enforce the Governing Documents, and breach of contract (if available). This policy shall include coverage for: (1) volunteers and employees, (2) monetary and non-monetary claims, (3) claims made under any fair housing act or similar statute or that are based on any form of discrimination or civil rights claims, and (4) defamation. In the discretion of the Management Committee, the policy may also include coverage for any Manager and any employees of the Manager, and may provide that such coverage is secondary to any other policy that covers the Manager or any employees of the Manager.
- 11.6 **Insurance Coverage for Theft and Embezzlement of Association Funds.** The Association shall obtain insurance covering the theft or embezzlement of funds that shall provide coverage for: (1) an amount of not less than the sum of three months regular Assessments in addition to the prior calendar year's highest monthly balance on all operating and reserve funds, and (2) theft or embezzlement of funds by: (a) Officers and Management Committee members of the Association, (b) employees and volunteers of the Association, (c) any Manager of the Association, and (d) officers, directors, and employees of any Manager of the Association.
- 11.7 **Workers' Compensation Insurance.** The Management Committee shall purchase and maintain in effect workers' compensation insurance for all employees of the Association to the extent that such insurance is required by law and as the Management Committee deems appropriate.

- 11.8 **Certificates.** Any insurer that has issued an insurance policy to the Association shall issue a certificate of insurance to the Association and upon written request, to any Owner or Lender.
- 11.9 **Named Insured.** The named insured under any policy of insurance shall be the Association. Each Owner shall also be an insured under all property and CGL insurance policies.
- 11.10 **Association's Right to Negotiate All Claims and Losses and Receive Proceeds.** Insurance proceeds for a loss under the Association's property insurance policy: (a) are payable to an Insurance Trustee if one is designated, or to the Association; and shall not be payable to a holder of a security interest. An Insurance Trustee, if one is appointed, or the Association shall hold any insurance proceeds in trust for the Association, Owners, and lien holders. Insurance proceeds shall be disbursed first for the repair or restoration of the damaged property, if the property is to be repaired and restored as provided for in this Declaration. After any repair or restoration is complete and if the damaged property has been completely repaired or restored, any remaining proceeds shall be paid to the Association. If the property is not to be repaired or restored, then any remaining proceeds after such action, as is necessary, related to the property has been paid for, shall be distributed to the Owners and lien holders, as their interests remain with regard to the Units. Each Owner hereby appoints the Association, or any Insurance Trustee, as attorney-in-fact for the purpose of negotiating all losses related thereto, including: (1) the collection, receipt of, and appropriate disposition of all insurance proceeds; (2) the execution of releases of liability; (3) the execution of all documents; and (4) the performance of all other acts necessary to administer such insurance and any claim. This power-of-attorney is coupled with an interest, shall be irrevocable, and shall be binding on any heirs, personal representatives, successors or assigns of an Owner.
- 11.11 **Insurance Trustee.** At the discretion of the Management Committee, or upon written request executed by Owners holding 50% of the Allocated Interests, the Management Committee shall hire and appoint an insurance trustee ("Insurance Trustee"), with whom the Association shall enter into an insurance trust agreement, for the purpose of exercising such rights under this paragraph as the Owners or Management Committee (as the case may be) shall require related to a loss receipt, or potential receipt, of insurance proceeds.
- 11.12 **Owner Act Cannot Void Coverage Under Any Policy.** Unless an Owner is acting within the scope of the Owner's authority on behalf of the Association and under direct authorization of the Association, an Owner's act or omission may not void an insurance policy or be a condition by which recovery is voided under a policy.
- 11.13 **Waiver of Subrogation against Owners and Association.** All property and CGL policies must contain a waiver of subrogation by the insurer as to any claims against the Association, the

Owners, any Person residing with an Owner, if an Owner resides in the Unit, and the Association's respective agents and employees.

- 11.14 **Applicable Law.** This Declaration is specifically subjecting the Association to the insurance requirements and provisions in 2011 Senate Bill167 (the final version as enacted by the legislature) that became law in 2011, and any amendments thereto and thereafter enacted by law. It is the intent of this provision that any future changes to the insurance law applicable to condominium associations shall apply to this Association.

## ARTICLE 12 – DESTRUCTION OF IMPROVEMENTS

- 12.1 **Reconstruction.** In the event of partial or total destruction of a building or buildings or any portion of the Common Area within the Project, the Management Committee shall promptly take the following actions:

- (a) The Management Committee shall ascertain the cost of reconstruction by obtaining fixed price bids from at least two (2) reputable contractors, including the obligation to obtain performance and lien payment bonds.
- (b) The Management Committee, or any Insurance Trustee if one is appointed, shall determine and liquidate the amount of insurance proceeds, if any.

(c) **Damage to a portion of Project-Insurance Proceeds.**

- 1. If a portion of the Project for which insurance is required under this part is damaged or destroyed, the Association shall repair or replace the portion within a reasonable amount of time unless: (i) the Project is terminated; (ii) repair or replacement would be illegal under a state statute or local ordinance governing health or safety; or (iii) (A) Owners holding at least 75% of the Allocated Interests in the Association vote not to rebuild; and (B) each Owner of a Unit that will not be rebuilt votes not to rebuild.
- 2. The cost of repair or replacement in excess of insurance proceeds and reserves is a common expense.
- 3. If the entire Project is damaged or destroyed and not repaired or replaced: (a) the Association shall use the insurance proceeds attributable to the damaged Common Areas to restore the damaged area to a condition compatible with the remainder of the Project; (b) the Association shall distribute the insurance proceeds attributable to Units and Common Areas that are not rebuilt to: (i) the Owners of Units that are not rebuilt; (ii) lien holders; and (iii) the Association

shall distribute the remainder of the proceeds to all the Owners or lien holders in proportion to their Allocated Interests.

4. If the Owners vote not to rebuild a Unit: (a) the Unit's Allocated Interests are automatically reallocated upon the Owner's vote as if the Unit had been condemned and (b) the Association shall prepare, execute, and submit for recording an amendment to the Declaration reflecting the new reallocations.
- (d) If the Management Committee, in good faith, determines that none of the bids submitted under this Section 12.1 reasonably reflect the anticipated reconstruction costs, the Management Committee shall continue to attempt to obtain additional bids that it determines reasonably reflect such costs. Such determination shall be made by the Management Committee as soon as possible. However, if such determination cannot be made within ninety (90) days after the date of such destruction because of the unavailability or unacceptability of an insurance estimate or reconstruction bid, or otherwise, the Management Committee shall immediately call a meeting of the affected Owners and all Lenders pursuant to Section 12.2.
  - (e) If the Management Committee determines that any Unit is uninhabitable by reason of its total or partial destruction, the Management Committee may abate Assessments against the Owner thereof until the Management Committee determines that habitability has been restored.
  - (f) The Management Committee shall engage the services of a reputable licensed architect to advise and consult with the Management Committee on all actions and decisions under this Section 12.

12.2 **Reconstruction by Vote.** If reconstruction is not to take place pursuant to Section 12.1, as soon as practicable after the same has been determined, the Management Committee shall call a special meeting of the Owners by mailing a notice of such meeting to each such Owner. Such meeting shall be held not less than ten (10) days and not more than sixty (60) days after the date of such notice. Unless the Owners, by a vote at such meeting or by the written consent of not less than seventy-five percent (75%) of the Allocated Interests in the votes of the Association (including every Owner of a Unit or an allocated Limited Common Area that will not be rebuilt) determine not to proceed with such reconstruction, reconstruction must take place and the Management Committee shall levy a uniform Special Assessment against each Owner at such time and in such amount as the Management Committee shall determine is necessary to cover the costs of reconstruction in excess of insurance proceeds and available reserves.

- 12.3 **Procedure for Minor Reconstruction.** If the cost of reconstruction is equal to or less than ten percent (10%) of the estimated fair market value of all of the Units in the Project, then the Management Committee shall contract with a licensed contractor or contractors to rebuild or repair such damaged or destroyed portions of the Project in conformance with the original plans and specifications, or if the Management Committee determines that adherence to such original plans and specifications is impracticable or is not in conformance with applicable laws, ordinances, building codes or other governmental rules or regulations then in effect, then such repairs or rebuilding shall be of a kind and quality substantially equivalent to the original construction of such improvements.
- 12.4 **Procedure for Major Reconstruction.** If the cost of reconstruction is greater than ten percent (10%) of the estimated fair market value of all of the Units in the Project, all insurance proceeds, together with such amounts from available reserves or Special Assessments as are needed to complete the cost of reconstruction, shall be paid directly to an Insurance Trustee, to be designated by the Management Committee, as trustee for all Owners and Lenders. The Insurance Trustee shall be a bank or savings and loan association with an office in Blaine County, Idaho, whose accounts are insured by the Federal Deposit Insurance Corporation or the successor to such agency. Such proceeds shall be received, held and administered by the Insurance Trustee subject to the provisions of an insurance trust agreement, which shall be consistent with the provisions of this Declaration and which shall be entered into between the Insurance Trustee and the Management Committee. Disbursement of such funds shall be made only upon the signatures of two members of the Management Committee and upon the terms and conditions provided in this Section 12.4. As soon as practicable after notification of the receipt of insurance proceeds by the Insurance Trustee, the Management Committee shall enter into a contract with a licensed contractor or contractors for the repair or rebuilding of all of the damaged or destroyed Units and Common Area according to the original plan and specifications of said improvements or, if the Management Committee determines that adherence to such original plans and specifications is impracticable or not in conformity with applicable statutes, ordinances, building codes or other governmental rules and regulations then in effect, then of a quality and kind substantially equivalent to the original construction of such improvements. The contract with such licensed contractor or contractors shall provide for payment to the contractor or contractors in a specified sum for performance and execution of the work therein described, and shall have provisions for periodic disbursement of funds by the Insurance Trustee, which shall be consistent with procedures then followed by prudent lending institutions doing business in Blaine County, Idaho. Such periodic disbursements of funds shall be for specific dollar amounts and shall not be paid until the contractor who is engaged by the Management Committee shall furnish to the Management Committee, before the commencement of construction, a full performance and lien payment bond written by a reputable corporate surety company. Disbursements to the contractor shall be made subject to the prior presentation of an architect's certificate

or other documentation containing such provisions as may be appropriate in the circumstances and deemed suitable by the Management Committee. The Management Committee may employ a licensed architect to supervise the repair and rebuilding to ensure that all work, services and supplies are in conformity with the requirements of the construction contract.

- 12.5 **Determination Not to Reconstruct Without Termination.** If Owners of not less than seventy-five percent (75%) of the Allocated Interests in the votes of the Association (including every Owner of a Unit or an allocated Limited Common Area that will not be rebuilt after a casualty) and eligible Lenders on Units to which at least fifty-one percent (51%) of the Allocated Interests are attributable vote not to rebuild and the entire Project is not repaired or replaced, and the Project is not terminated in accordance with the Act, the insurance proceeds shall be distributed as provided by the Act and the Allocated Interests are automatically reallocated as provided by the Act. In such event, the Association shall promptly prepare, execute, and record an amendment to the Declaration reflecting the reallocations.
- 12.6 **Negotiations with Insurer.** The Association shall have full authority to negotiate in good faith with representatives of the insurer of any totally or partially destroyed building or any other portion of the Common Area, and to make settlements with the insurer for less than full insurance coverage on the damage to such building or any other portion of the Common Area. Any settlement made by the Association in good faith shall be binding upon all Owners and Lenders.
- 12.7 **Repair of Units.** Installation of improvements and repair of any damage to the interior of a Unit shall be made by and at the individual expense of the Owner of that Unit and, in the event of a determination to reconstruct after partial or total destruction, shall be completed as promptly as practicable and in a lawful and workmanlike manner.
- 12.8 **Priority.** Nothing contained in this Article 12 shall entitle an Owner to priority over any Lender under a lien encumbering the Owner's Unit as to any portion of insurance proceeds allocated to such Unit.

#### ARTICLE 13 – EMINENT DOMAIN

- 13.1 **Total Taking of a Unit.** If a Unit is taken by eminent domain, or sold under threat thereof, or if part of a Unit is taken by eminent domain, or sold under threat thereof, leaving the Owner with a remnant that may not be practically or lawfully used for any purpose permitted by this Declaration, the award must compensate the Owner for the Owner's Unit and Allocated Interest in the Common Area, regardless of whether any Common Area is taken. Upon such a taking, unless the decree otherwise provides, that Unit's Allocated

Interest in the Common Area shall automatically be reallocated to the remaining Units in proportion to their respective interests immediately before the taking. Upon such a taking, the Association shall prepare, execute and record an amendment to the Declaration that accomplishes the adjustment required for this Section. Any remnant of a Unit remaining after part of a Unit is taken shall become part of the Common Area.

- 13.2 **Partial Taking of a Unit.** Except as provided in Section 13.1, if part of a Unit is taken by eminent domain, or sold under threat thereof, so that such Unit may still be practically and lawfully used under this Declaration, the award must compensate the Owner for the reduction in the value of the Owner's Unit and Allocated Interest in the Common Area, regardless of whether any Common Area is taken. Upon such a taking, unless the decree otherwise provides, that Unit's Allocated Interest in the Common Area shall remain the same, but if the decree provides for a reduction of the Allocated Interest for such Unit, the reduced amount shall automatically be reallocated to that Unit and the remaining Units in proportion to their respective Allocated Interests immediately before the taking, with the partially acquired Unit participating in the reallocation on the basis of its reduced Allocated Interest.
- 13.3 **Taking of Limited Common Area.** If the portion of the Project taken by eminent domain, or sold under threat thereof, is comprised of or includes any Limited Common Area or portion thereof, the portion of the award attributable to the Limited Common Area so taken shall be divided among the Owners of the Units to which such Limited Common Area was allocated at the time of the acquisition.
- 13.4 **Taking of Common Area.** If the portion of the Project taken by eminent domain, or sold under threat thereof, is not comprised of nor includes any Unit or Limited Common Area, the Management Committee shall, as soon as practicable, cause the award to be utilized for the purpose of repairing or restoring that area in the Project adjacent to the taking, and the portion of the award not used for restoration shall be added to the general funds of the Association.
- 13.5 **Taking of Entire Project.** In the event the Project, in its entirety, is taken by eminent domain, or sold under threat thereof, the Project is terminated and the provisions related thereto in this Declaration shall apply.
- 13.6 **Priority and Power of Attorney.** Nothing contained in this Article 13 shall entitle an Owner to priority over any Lender under a lien encumbering the Owner's Unit as to any portion of any condemnation award allocated to such Unit. Each Owner hereby appoints the Association as attorney-in-fact for the purpose of negotiations and settlement with the condemning authority for the acquisition of the Common Area, or any part thereof. In the event the taking involves all or part of any Unit or the Common Area or Limited Common Area, the award or proceeds shall be payable to the Association for the use and benefit of

the Owners and their Lenders as their interests may appear. This power-of attorney is coupled with an interest, shall be irrevocable, and shall be binding on any heirs, personal representatives, successors or assigns of an Owner.

#### ARTICLE 14 – TERMINATION

- 14.1 **Required Vote.** Except as otherwise provided in Article 12 and Article 13, the Project may be terminated only by the approval of Owners holding at least ninety percent (90%) of the Allocated Interests. Any action to terminate the legal status of the Project after substantial destruction or condemnation occurs or for other reasons must be agreed to by Lenders that represent at least fifty-one percent (51%) of the votes of the Units that are subject to mortgages.
- 14.2 **Termination Agreement.** An agreement to terminate shall be evidenced by the execution or ratification of a termination agreement, in the same manner as a deed, by the requisite number of Owners. The termination agreement shall specify a date after which the agreement will be void unless it is recorded before that date. A termination agreement, including all ratifications of such termination agreement, shall be recorded in the records of the County Recorder in Blaine County, Idaho and is effective only on recordation.
- 14.3 **Sale of Project.** A termination agreement may provide that the entire Project shall be sold following termination. If, pursuant to such agreement, any real estate in the Project is to be sold following termination, the termination agreement shall set forth the minimum terms of the sale.
- 14.4 **Association Duties.** The Association, on behalf of the Owners, may contract for the sale of real estate in the Project, but the contract is not binding on the Owners until approved pursuant to Sections 14.1 and 14.2 of this Declaration. If any real estate in the Project is to be sold following termination, title to that real estate on termination vests in the Association as trustee for all Owners. Thereafter, the Association has all powers necessary and appropriate to effect the sale. Until the sale has been concluded and the proceeds of the sale distributed, the Association continues in existence with all powers it had before termination. Unless otherwise specified in the termination agreement, as long as the Association holds title to the real estate, each Owner and his or her successors in interest have an exclusive right to occupancy of the portion of the real estate that formerly constituted their Unit in accordance with the terms of this Declaration. During the period of that occupancy right, each Owner and his or her successors in interest remain liable for all Assessments and other obligations imposed on Owners by this Declaration.
- 14.5 **Proceeds of Sale.** Following termination of the Project, the proceeds of any sale of real estate, together with the assets of the Association, shall be held by the Association as trustee



for Owners and Lenders as their interests may appear. Proceeds of the sale shall be distributed to Owners and Lenders as their interests may appear, based on the relative value of each Unit. The interest of any Owner in such proceeds shall not be distributed to such Owner except upon the prior payment in full of any Assessment lien or lien of a Lender encumbering such proceeds. Following termination, Lenders holding notes on the Units that were recorded before termination may enforce those liens in the same manner as any lien holder. The value of each Unit for purposes of distributing proceeds shall be determined by an appraisal of each Unit, conducted by an independent appraiser selected by the Management Committee. If any Owner disputes the appraised amount, they shall notify the Management Committee of the dispute within ten (10) days of receiving notice of the value of that Owner's unit. Upon timely notice of a dispute, the Owner shall select an appraiser who shall jointly with the Association's appraiser select a third appraiser to appraise the Unit. That appraisal shall be final as to the value of the Unit, regardless of whether it is lower or higher than the original appraisal. The Owner shall pay for the final appraisal.

- 14.6 **Allocation upon Termination.** Unless provided otherwise herein, upon any liquidation or termination of all or part of the Project, the Association shall represent the Owners in any proceedings, negotiations, settlements or agreements related thereto. Each Owner hereby appoints the Association as attorney-in-fact for such purpose, including the allocation of any losses, awards or proceeds resulting from such termination or liquidation. Any proceeds generated by such a termination or liquidation shall be made payable to the Association, which will hold such proceeds for the benefit of the Owners and their Lenders.

## ARTICLE 15 – AMENDMENTS

- 15.1 **General Amendment Requirements.** Except as otherwise provided herein, this Declaration may be amended only by an instrument in writing to which Owners holding Allocated Interests totaling not less than sixty-seven percent (67%) of the total Allocated Interest have approved and consented, as evidenced by their signatures on or attached to the recorded amendment instrument. The signature of any one Owner of a Unit is sufficient if there are multiple Owners of the Unit, so long as any other Owner of the Unit does not vote inconsistent. In the event that an amendment is materially adverse to a Lender's interest in a Unit, such amendment must be approved by fifty-one percent (51%) of the Lenders for the Allocated Interests of Units subject to a mortgage. Notice of an amendment to the Declaration must be sent to a Lender via certified or registered mail with return receipt requested, and approval of and consent to an amendment by a Lender is assumed when a Lender fails to submit a response to any written proposal for an amendment within sixty (60) days after delivery by certified or registered mail with return receipt requested. No meeting or voting shall be required for an amendment, if the required consent is obtained.

- 15.2 **Scope of Amendments.** This Declaration may be amended to add new rights and obligations, remove existing rights and obligations, or modify existing rights and obligations. The right to amend shall be broadly construed to permit any change to the rights, obligations, and terms in the Declaration.
- 15.3 **Execution and Effective Date of Amendments.** An amendment that has been adopted as provided herein shall be executed by the Management Committee, through its agent, who shall certify that the amendment has been approved and adopted and that the procedures and requirements necessary to amend the Declaration have been complied with. The amendment shall be effective when it is recorded in the office of the County Recorder of Blaine County, Idaho.
- 15.4 **Changes to Plat or Boundaries of the Association.** The Association may adopt an amended Plat, supplemental Plat, correction to the Plat, or boundary agreement related to any boundary in or around the Project, including any boundary to any Unit or Units upon the approval of the number of Owners required to amend this Declaration. Any such Plat may make material changes to the existing or prior Plat including the addition or removal of amenities, increase the size of Units, deleting, adding, or modifying Common Area or Limited Common Area, or other changes in the layout of the Project. If any such document or action is approved by the consent of at least 67% of the Owners obtained in the manner required to amend this Declaration and so long as any Owner of any Unit that is subjected to boundary changes to that Unit or any Limited Common Area associated with that Unit consents, each and every other Owner shall sign, consent to, and execute any further documents required for the finalization, recording, and/or governmental approval of any such document regardless of whether they approved of or consented to the change in the Plat.
- 15.5 **Amendment to Conform to Law.** The Management Committee may, without the approval of the Owners, amend this Declaration to conform the Declaration to any applicable legal requirements otherwise applicable to the Association, but only to the extent necessary to eliminate any conflict with the law, to add provisions required by law, or to add provisions that embody rights or obligations otherwise binding on the applicable parties as a matter of law. This procedure may also be used to change the Declaration to add or conform to any requirements necessary for Owners to obtain government insured or guaranteed financing such as through VA, FHA, FNMA or similar programs or to comply with any directive of any federal, state, or local government agency. The following procedures and requirements must be complied with for any such amendment:
- (a) The Association must obtain from an attorney who has a significant experience and a regular practice in the area of condominium association law, a written opinion

explaining in detail and opining that the proposed amendment may be sought pursuant to this Section.

- (b) The members of the Management Committee must unanimously agree to the Amendment at the time it is recorded.
- (c) The Management Committee must provide to the Owners: (1) the proposed amendment instrument; (2) the language of this Section of the Declaration; (3) the law that conflicts with the existing Declaration language or the provisions that must be complied with to permit owners to obtain financing; (4) the attorney opinion letter required for the amendment; and (5) a notice in which the Association (a) notifies the Owner that it intends to amend the Declaration pursuant to this Section, (b) provides the Owner a right to object to the amendment within thirty (30) days, and (c) provides instructions on how, when, and where to properly return the objection. The Management Committee may include further explanation, information, and recommendations regarding the proposed amendment in the information provided to the Owners.
- (d) Within forty-five (45) days of providing the information to the Owners required by this Section, no more than forty percent (40%) of the owners have objected to the amendment.
- (e) Having otherwise complied with all of the requirements of this Section, the Management Committee members shall each sign the amendment instrument verifying that this Section has been complied with to the best of their knowledge and that no more than forty percent (40%) of the owners objected after having received proper notice. The amendment shall be effective upon the recording of the instrument in the office of the recorder of Blaine County.

#### ARTICLE 16 – INTERPRETATION, CONSTRUCTION, AND APPLICATION OF DECLARATION

- 16.1 **No Waiver.** Failure by the Association or by any Owner to enforce any Term and Condition in any certain instance or on any particular occasion shall not be deemed a waiver of such right of enforcement as to that breach and any such future breach of the same or any other Term and Condition.
- 16.2 **Conflicting Provisions.** In the case of any conflict between the Governing Documents, the order of priority from the highest to the lowest shall be the Declaration, the Plat, the Articles, Bylaws, and then the Rules.

- 16.3 **Interpretation of Declaration and Applicability of the Act.** The Association intends that the Project shall be governed by the Act, except where (in compliance with the Act) the Association has included specific provisions in this Declaration that legally vary, supersede, or supplement the Act, in which event such specific provisions of this Declaration that are contrary to the Act shall govern the Project to the extent allowed by the Act. In the case of any conflict between this Declaration and the Act, to the extent the Act does not legally allow this Declaration to contain provisions contrary to the Act, the Act shall control and this Declaration shall be deemed modified accordingly, but only to the extent necessary to come into compliance with the Act.
- 16.4 **Cumulative Remedies.** All rights, options, and remedies of the Association and the Owners in the Governing Documents are cumulative, and none shall be exclusive of any other, and the Association and the Owners shall have the right to pursue any one or all of such rights, options and remedies or any other remedy or relief that may be provided by law; simultaneously, consecutively, or alternatively.
- 16.5 **Severability.** Invalidation of any one or a portion of the Terms and Conditions by judgment or court order shall in no way affect any other Terms and Conditions, all of which shall remain in full force and effect.
- 16.6 **Construction.** The provisions of this Declaration shall be liberally construed to effectuate its purpose of creating a plan for the development of a residential community and for the maintenance of the Project. The article and section headings have been inserted for convenience only, and shall not be considered or referred to in resolving questions of interpretation or construction. References in this Declaration to article and section numbers, unless otherwise expressly provided, are to the article and section in this Declaration. To the extent permitted by law, the provisions of the Governing Documents shall not be interpreted for or against or strictly for or against the Association, any Owner, or any other person subject to their terms.
- 16.7 **Applicable Law.** This Association is specifically made subject to the Act and the law as it is constituted and exists at the time this Declaration is recorded. Amendments to the Act after the date of recording of this Declaration shall not be applicable to the Association or the Project unless they are applicable as a matter of law or unless the Association makes those amendments applicable by amendment to the Declaration.
- 16.8 **Gender and Number.** Whenever the context of the Governing Documents require, the singular shall include the plural, and vice versa, and the masculine shall include the feminine and the neuter, and vice versa.

- 16.9 **Effect of Declaration.** This Declaration is made for the purposes set forth in the recitals in this Declaration and the Association makes no warranties or representations, express or implied, as to the binding effect or enforceability of all or any portion of this Declaration, or as to the compliance of any of these provisions with public laws, ordinances, regulations and the like applicable thereto. The Association shall have no liability whatsoever if any Term and Condition is determined to be unenforceable, in whole or in part, for any reason.

## ARTICLE 17 – NOTICE

- 17.1 **Notices.** Any notice to be given to an Owner, a Lender, or the Association under the provisions of the Governing Documents shall be in writing and shall be delivered as follows:

(a) **Notice from the Association to an Owner.**

1. Notice to an Owner shall be effective upon the satisfaction of any of the following delivery methods:
  - (i) by a written notice delivered personally to the Owner, which shall be effective upon delivery;
  - (ii) by a written notice placed in first class United States mail, postage prepaid, to the most recent address furnished by such Owner in writing to the Association for the purpose of giving notice, or if no such address shall have been furnished, then to the street address of such Owner's Unit. Any notice so deposited in the mail shall be deemed delivered seventy-two (72) hours after such deposit;
  - (iii) by written e-mail correspondence to an Owner: (1) that is sent to an e-mail address provided by the Owner for the purpose of Association communications, or (2) that is emailed to an e-mail address from which the Owner has communicated related to Association matters, and so long as no indication is received that the e-mail may not have been delivered. Any notice sent by e-mail shall be deemed delivered seventy-two (72) hours after it is sent;
  - (iv) by facsimile (whether to a machine or to an electronic receiving unit) to an Owner that is sent to a facsimile number provided by the Owner for the purpose of Association communications and so long as no indication is received that the facsimile may not have been delivered. Any notice sent by facsimile shall be deemed delivered seventy-two (72) hours after it is sent;  
or

- (v) by any other method that is fair and reasonable as provided for in the Act or otherwise provided for by law.
- 2. Notwithstanding Subsection (1) of this Section 17.1, the Association shall send all notices by U.S. Mail if an Owner, by written demand, demands that the Association send all notices by mail.
- 3. In the case of co-owners, notice to one of the co-owners is effective as notice to all such co-owners. The Association shall not be required to give more than one notice per Unit, whether electronic or not. In case any two co-owners send conflicting notice demands, Notice shall be proper if mailed by first class mail to the Unit.
- 4. If posting of a notice on the Unit is permitted, such posting is effective when posted on the front or primary access door to the Unit and any such posting may be removed by the Association after the event as occurred for which posting was made or ten (10) days after the posting.

**(b) Special Notice Prior to Association Entry into a Unit.**

- 1. In case of an emergency or condition requiring immediate entry in a Unit, before entering a Unit the Association shall: (1) knock on the door and attempt to obtain permission to enter from an Occupant or Owner in the Unit, (2) if no one answers the knocking, loudly identify who is knocking and state that the person identified is going to enter the unit on behalf of the Association, then wait one minute, and (3) where practicable under the circumstances, attempt to call the Owner or any Occupant prior to entry to inform them of the entry.
- 2. If the Association enters a Unit for any purpose permitted in this Declaration other than those identified in the prior paragraph, before entering a Unit the Association shall: (1) give notice to the Owner that an entry is required at least two weeks in advance with such notice stating: (a) that the Association or its authorized persons will enter the Unit; (b) the date and time of the entry; (c) the purpose of entering the Unit; (d) a statement that the Owner or Occupant can be present during the time the Association is in the Unit; (e) the full names of any person who will be entering into the Unit, and the phone numbers and addresses of the persons entering the Unit or of the company for whom the persons entering the Unit are employed for the purpose of entering the Unit; (f) any other information the Association deems appropriate to include, and (2)

post the written notice described above on the front door to the Unit at least seven (7) days prior to entry into the Unit.

(c) **Notice to a Lender.** Notice to a Lender shall be delivered by first-class, United States mail, postage prepaid, to the most recent address furnished by such Lender in writing to the Association for the purpose of notice or, if no such address shall have been furnished, to any office of the Lender. Any address for a Lender that is found on a document recorded on the title of a Unit shall be deemed an office of the Lender. Any notice so deposited in the mail shall be deemed delivered seventy-two (72) hours after such deposit. Lenders of a mortgage on a Unit should receive timely notice of:

1. Any condemnation or casualty loss that affects either a material portion of the Project or the Unit securing its mortgage,
2. A sixty (60) day delinquency in the payment of Assessments or charges owed by the Owner of any Unit on which the Lender holds a mortgage,
3. A lapse, cancellation, or material modification of any insurance policy maintained by the Association, and
4. Any proposed action that requires the consent of a specified percentage of Lenders

(d) **Notice to Association from an Owner.**

1. An Owner's Notice to the Association shall be effective upon the satisfaction of any of the following delivery methods:
  - (i) by a written notice delivered personally to the managing agent, which shall be effective upon delivery;
  - (ii) by a written notice placed in first-class, United States mail, postage prepaid, to the current registered business address of the Association. Any notice so deposited in the mail shall be deemed delivered seventy-two (72) hours after such deposit;
  - (iii) by written email correspondence to the Association: (1) that is sent to an email address provided by the Association in the prior twelve (12) months for the purpose of Association communications, or (2) that is emailed to an email address from which the Manager or the President of the Association has communicated related to Association matters,

and so long as no indication is received that the email may not have been delivered or received. Any notice sent by email shall be deemed delivered seventy-two (72) hours after it is sent; or

- (iv) by facsimile (whether to a machine or to an electronic receiving unit) to an Association that is sent to a facsimile number provided by the Association for the purpose of Association communications and so long as no indication is received that the facsimile may not have been delivered or received. Any notice sent by facsimile shall be deemed delivered seventy-two (72) hours after it is sent.

## ARTICLE 18 – ATTORNEY FEES AND COSTS

### 18.1 Legal Costs Associated with Disputes with Owners.

- (a) **Owners Liable for Fees Incurred in Dispute.** If the Association utilizes legal counsel to enforce any Term and Condition after Notice to the Owner that it intends to enforce the Term and Condition, or after the Owner communicates or demonstrates an intent not to comply with the Term and Condition, the Association may assess all reasonable attorneys' fees and costs associated with such enforcement to the Owner, regardless of whether a lawsuit is initiated or not.
- (b) **Costs.** The term "costs" as used in this Section shall include all costs including copying costs, deposition costs, expert witness fees, investigative costs, service costs, and filing fees paid to courts. "Costs" is specifically defined in this Declaration to be broader and to include costs that are not included in costs, as the term is used in the Idaho Rules of Civil Procedure.
- (c) **Exception to Owner's Liability for Fees and Costs.** If, related to (1) any dispute with an Owner, (2) any challenge by an Owner to a position of the Association on a Term and Condition, or (3) a request of an Owner for direction on the application of a Term and Condition, the Association incurs legal fees or costs related to the interpretation and application of a Term and Condition that: (1) the association could not establish an initial position on without having incurred the fees and costs, or (2) results in a substantial modification to a prior position taken by the Association, then those fees or costs shall not be assessed to any Owner and shall be paid by the Association. This exception shall not apply if a lawsuit is currently pending with regard to the Owner and the issues arise as part of the lawsuit.



## ARTICLE 19 – RESERVES

- 19.1 **Requirement for Reserves.** The Association shall maintain a reasonable reserve fund for the maintenance, repair, and replacement of the Common Area and Limited Common Area as determined by the Owners annually. Reserve funds may be collected as part of the monthly Assessments.
- 19.2 **Surplus Monies Applied to Reserves.** The Association may retain surplus Association money as additional reserves rather than refund it to the Owners or credit it to future Assessments.
- 19.3 **Segregation of Reserves.** The Association shall segregate money held for reserves from regular operating and other accounts.
- 19.4 **Reserve Analysis.** The Association shall cause a reserve analysis to be conducted and regularly updated a minimum of once every two years. The reserve analysis report shall be prepared by a person or persons with (1) experience in current building technologies, (2) a solid working knowledge of building cost estimating and life cycle costing for facilities, and (3) the tools and knowledge to prepare a report. Preferably, but subject to the discretion of the Management Committee in determining that the qualifications have otherwise been met by one person, two people shall prepare the reserve study, an architectural consultant who will perform a property condition assessment and a reserve study professional who will utilize the property condition assessment and prepare the reserve study. The reserve analysis shall, at a minimum, determine the need for and appropriate amounts of a reserve fund to accumulate money to cover the cost of repairing, replacing, and restoring common areas that have a useful life of three years or more. The Reserve studies and updates shall project a minimum of thirty (30) years into the future. Notwithstanding the foregoing, during the Control Period no reserve analysis is required.
- 19.5 **Disclosure and Approval at Annual Meeting.** The Association shall:
- (a) annually, at the annual meeting of Owners or at a special meeting of Owners:
    - 1. present the most recent reserve study;
    - 2. provide an opportunity for Owners to discuss reserves and to vote on whether to fund a reserve fund and, if so, how to fund it and in what amount; and
  - (b) prepare and keep minutes of each meeting held under Section 19.5(a) and indicate in the minutes any decision relating to funding a reserve fund.

## ARTICLE 20 – LEASING AND NON-OWNER OCCUPANCY

20.1 **Declaration and Rules Govern Non-Owner Occupancy.** Notwithstanding anything to the contrary in this Declaration or in the Bylaws, any leasing and non-owner occupancy of a Unit shall be governed by this Article 20, the Rules, and procedures adopted as allowed in this Article 20.

20.2 **Definitions.** For the purpose of this Section:

(a) "Non-Owner Occupied Unit" means:

1. For a Unit owned in whole or in part by an individual or individuals, the Unit is occupied by someone when no individual Owner occupies the Unit as the individual Owner's primary residence; or
2. For a Unit owned entirely by one or more entities or trusts, the Unit is occupied by anyone.

(b) "Family Member" means:

1. the parent, sibling, or child of an Owner and that person's spouse and/or children; or
2. in the case of a Unit owned by a trust or other entity created for estate planning purposes, a person occupying the Unit if the trust or other estate planning entity that owns the Unit was created for the estate of (i) a current occupant of the Unit or (ii) the parent, child, or sibling of the current occupant of the Unit.

20.3 **No Restriction on Leasing and Non-Owner Occupancy.** Subject to the provisions of this Article 20, the number of Units permitted to be Non-Owner Occupied may not exceed twenty percent (20%) of the total Units in the Project.

20.4 **Units Exempt From the Limitation on Non-Owner Occupied Units.** Notwithstanding the restrictions on the number or term of leasing set forth in this Article 20, Owners and Units are exempt from the restrictions set forth in this Article 20:

(a) during the period of time of an Owner's deployment due to military service;

(b) during the period of time an Owner whose employer has relocated the Owner, but only for a period of two years or less;

- (c) during the period of time a Unit is owned by an entity that is occupied by an individual who:
  - 1. has voting rights under the Association's Governing Documents; and
  - 2. has a 25% or greater share of ownership, control, and right to profits and losses of the entity.
  
- (d) In the event a lease in a Unit is entered into before a rental restriction contained in this Article 20 is recorded with the Wasatch County Recorder's Office, said lease may continue until:
  - 1. the Owner occupies the Unit;
  - 2. an officer, Owner, member, trustee, beneficiary, director, or person holding a similar position of ownership or control of an entity or trust that holds an ownership interest in the Unit, occupies the Unit; or
  - 3. the Unit is transferred.

20.5 **Permitted Rules.** The Management Committee may adopt Rules requiring:

- (a) reporting and procedural requirements related to Non-Owner Occupied Units and the occupants of those Units other than those found in this Article 20, including requiring informational forms to be filled out by Owners and/or residents identifying Non-Owner Occupants, vehicles, phone numbers, etc;
- (b) reasonable fees related to the administration of leased and Non-Owner occupied Units; and
- (c) other reasonable administrative provisions consistent with, and as it deems appropriate to enforce, the requirements of this Declaration.
- (d) The Association shall create, by rule or resolution, procedures to ensure consistent administration and enforcement of the rental restrictions contained in this Declaration.

20.6 **Required Rules.** The Management Committee shall adopt Rules, resolutions, or procedures to: (a) determine and track the number of Units that are leased, (b) provide for a waiting list if the maximum number of units are available to lease are leased and additional owners

want to lease Unites, (c) determine and track the number of Unites exempt under section 20.5.

20.7 **Requirements for Leasing and Non-Owner Occupancy.** The Owners of all Units must comply with the following provisions:

- (a) Any lease or agreement for otherwise allowable Non-Owner Occupancy must be in writing, must be for an initial term of at least twelve (12) months, and shall provide as a term of the agreement that the resident shall comply with the Declaration, the Bylaws, and the Rules, and that any failure to comply shall be a default under the lease or agreement. If a lease or agreement for non-owner occupancy (whether in writing or not) does not include these provisions, they shall nonetheless be deemed to be part of the lease or agreement and binding on the Owner and the resident;
- (b) If required in the Rules of the Association or requested by the Management Committee, a copy of any lease or other agreement for non-owner occupancy shall be delivered to the Association within the time period provided for in the Rules or by the Management Committee;
- (c) No owner shall lease or allow any non-owner to use any Unit for transient, short-term (less than twelve (12) months), hotel, rental pool or corporate/exclusive use purposes, resort, vacation, or seasonal use (whether for pay or not);
- (d) Daily and weekly occupation by non-owner occupants is prohibited (whether for pay or not); and
- (e) The Owner(s) of a Unit shall be responsible for the non-owner occupant or any guest's compliance with the Declaration, Bylaws, and Rules. The Owner and non-owner occupant, or other similarly situated individual, shall be jointly and severally liable for any violations of the Governing Documents. In addition to any other remedy for noncompliance with the Governing Documents, the Association shall have the right to initiate a forcible entry and unlawful detainer action, or similar such action, with the purpose of removing the offending non-owner occupant. The Association, the Management Committee, and the Manager shall not have any liability for any action taken pursuant to this subparagraph and the Owner shall indemnify and pay the defense costs of the Association, the Management Committee, and the Manager arising from any claim related to any action taken in good faith by any of them pursuant to this subparagraph.

20.8 **Exceptions for Family Members.** If only Family Members occupy a Unit, then notwithstanding anything to the contrary herein:

- (a) Subsections 20.5(a), 20.5(c), & 20.5(d) of Section 20.5 shall not apply to that occupancy;
  - (b) no written agreement regarding occupancy needs to be created between the family member and the Owner; and
  - (c) any written agreement regarding occupancy may not be requested by the Management Committee until an occupant has violated a provision of the Governing Documents and if requested, may only be requested related to remedying or taking action as a result of such a violation.
- 20.9 **Consistent Administration and Enforcement.** The Management Committee and Manager of the Association will create, by rule or resolution, procedures to ensure consistent administration and enforcement of the rental restrictions contained in this Declaration.

## ARTICLE 21 – GENERAL PROVISIONS

- 21.1 **Enforcement.** The Association or any Owner shall have the right to enforce, by proceedings at law or in equity, all Terms and Conditions including the right to prevent the violation of any such Terms and Conditions and the right to recover damages and other sums for such violation.
- 21.2 **Non-liability of Officials.** To the fullest extent permitted by applicable law, neither the Management Committee nor any officer of the Association shall be liable to any Owner or the Association for any damage, loss, or prejudice suffered or claimed on account of any decision, approval or disapproval, course of action, act, omission, error or negligence.
- 21.3 **Use of Funds Collected by the Association.** All funds collected by the Association, including Assessments and contributions to the Association paid by the Owners, if any, shall be held by the Association in a fiduciary capacity to be expended in their entirety for nonprofit purposes of the Association in managing, maintaining, caring for and preserving the Common Area, and for other permitted purposes, as set forth in this Declaration. No part of said funds shall inure to the benefit of any Owner (other than as a result of the Association managing, maintaining, caring for, and preserving the Common Area, and other than as a result of expenditures made for other permitted purposes, as set forth in this Declaration).
- 21.4 **Notification of Reinvestment Fee.** Except as otherwise limited by law, the management Committee may establish a Reinvestment Fee Assessment, from time-to-time, which shall be no more than 0.5% of the value of the Unit, and which shall be due and payable immediately after any sale or other transfer of any Unit. The Management Committee shall

have authority to set forth in the Rules the date, time for payment, amount, the requirements for any information that is required from any transferee of any Unit upon any sale or transfer, and any other procedures or requirements related to the Reinvestment Fee Assessment. The Reinvestment Fee Assessment shall be due after the transfer.

- 21.5 **Owner Liability and Indemnification.** Each Owner shall be liable to the remaining Owners and to the Association for any damage to the Common Area that may be sustained by reason of the negligent or intentional act of an Owner or any intentional or negligent act of any Occupant of that Owner's Unit, to the extent such losses and damages are either under the deductible of the Association or not covered by the Association's insurance. Each Owner, by acceptance of a deed to a Unit, agrees personally to indemnify each and every other Owner and Occupant in such other Owner's Unit, and to hold such other persons harmless from, and to defend such persons against, any claim of any person for personal injury or property damage occurring within the Unit of that particular Owner, including Limited Common Area, if any, except to the extent that: (a) such injury or damage is covered by liability insurance in favor of the Association or any other Owner; or (b) the injury or damage occurred by reason of the intentional act of the Association.
- 21.6 **Consent, Power of Attorney, Waiver.** By acceptance of a deed, lease, or other conveyance of an interest in Unit, each Owner or Occupant consents to the rights reserved to the Association in this Declaration, including, but not limited to, the right to prepare, execute, file, process, and record necessary and appropriate documents and other items to establish and grant easements and to make necessary and appropriate amendments of this Declaration, the Plat and the Bylaws. By such acceptance, each Owner or Occupant agrees to execute all documents and to do all other things as may be necessary or convenient to effect the same; and such acceptance shall be deemed an appointment of the Association, with full right of substitution, as the attorney-in-fact of such Owner or Occupant to execute such documents and to do such things on such Owner's or Occupant's behalf; and such appointment, being coupled with an interest, shall be irrevocable for the specific period of the Association's reserved rights as set forth in this Declaration, and shall not be affected by the disability of any such Owner or Occupant.
- 21.7 **Security.** The Association shall in no way be considered an insurer, guarantor, or provider of security from criminal conduct within or relating to the Project, including any Common Area that the Association may have an obligation to maintain. The Association shall not be held liable for any loss or damage by reason of criminal conduct arising for any reason, including any failure to provide security or any ineffectiveness of security measures undertaken. Each and every Owner or Person entering the Project acknowledges that the Association has no duty to any Owner or Occupant related to security or criminal conduct, and expressly acknowledges that no duty is owed to anyone such as that of a landlord or retail business. By purchasing a Unit in this Association and/or residing in this Association,

Owners and Occupants agree that the Association and the Management Committee are not insurers of the safety or well-being of Owners or Occupants, or of their personal property as it relates to criminal conduct, and that each Owner or Occupant specifically waives any such claim and assumes all risks for loss or damage to persons or property resulting from criminal conduct, to the extent any such damages are not covered by insurance.

21.8 **Reasonable Accommodations.** Notwithstanding anything to the contrary in this Declaration, the Association, upon receipt of a written opinion from its counsel that such action is required, may make or permit reasonable accommodations or modifications to the Project that are otherwise prohibited by the Governing Documents, as required under Title VIII of the Civil Rights Act of 1968 (the Fair Housing Act) as amended, to accommodate a person with a disability (as defined by Federal law at the time the accommodation is requested). Reasonable accommodations or modifications may include modifications to a Unit, the Common Area, the Limited Common Area, or the buildings, or deviations from provision of the Governing Documents. Any such modification and accommodation made under this Section shall not act as a waiver of the provisions of the Governing Documents with regard to anyone else.

21.9 **No Representations and Warranties.** EACH OWNER AND OCCUPANT UNDERSTANDS, AGREES, AND ACKNOWLEDGES THROUGH TAKING TITLE OR RESIDING IN THE PROJECT THAT THE ASSOCIATION AND THE MANAGEMENT COMMITTEE HAVE NOT MADE ANY REPRESENTATIONS OR WARRANTIES OF ANY KIND RELATED TO THE PROJECT, AND THAT EACH OWNER OR OCCUPANT HAS NOT RELIED UPON ANY REPRESENTATIONS OR WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE, RELATIVE TO THE PROJECT.

## ARTICLE 22 – DECLARANT RIGHTS

22.1 **Special Declarant Rights.** Notwithstanding any other provisions in the Governing Documents to the contrary, the Declarant shall have the rights provided for in this Article 22 (the “Special Declarant Rights”).

22.2 **Right to Appoint the Management Committee during Control Period.** The Declarant shall have the right to appoint and remove all Management Committee Members during the Declarant Control Period and in the appointment of Committee Members shall not be bound by any qualifications for Management Committee Members in the Governing Documents. The Declarant may elect to have a Management Committee of three members until the Control Period ends.

- 22.3 **Control Period.** Declarant shall have the right to retain control, power, and authority over, and all decision-making ability or authority for, the Association and/or the Project during the "Control Period." The Declarant shall determine whether to hire professional management during the Control Period. The Control Period shall extend until the first to occur of the following: (i) the Declarant elects, in writing, to terminate the Control Period or (ii) one year after the Declarant no longer owns a Unit in the Project.
- 22.4 **Easement Rights.** The Declarant shall have an easement for access across the entire Project and may utilize, allow anyone else to utilize, or may grant easements over and through any easement right reserved to anyone in the Declaration.
- 22.5 **Right to Amend Plat.** Subject to necessary approvals from any applicable municipality or government agency, the Declarant shall have the right to amend, change, or modify any Plat, subject only to the requirement that the Declarant get approval from any Owner of a Unit that has any boundary modified by the Plat.
- 22.6 **Assessment Rights.** The Declarant shall have the right to set all Assessments, regular and special during the Control Period. No Units owned by the Declarant shall pay Assessments until such time as the Declarant elects to pay Assessments, and only for so long as the Declarant elects to pay Assessments.
- 22.7 **Right to Amend Declaration, Bylaws, and Rules.** Until the expiration of the Declarant Control Period, the Declarant shall have the right to amend, revise, and modify this Declaration, the Bylaws, and the Rules in any way and at any time, including adding, removing, or changing substantive and material provisions, without any additional approvals from anyone including, but not limited to, the Owners. Any such amendment to the Bylaws or Declaration shall be effective upon the recordation by the Declarant of an amendment duly signed by an authorized officer or manager of the Declarant, with such signature acknowledged. When recorded, any such amendment shall be binding upon the Project and all persons having an interest therein including all Owners. Without limiting the generality of the foregoing, the Declarant alone may amend or terminate this Declaration prior to the closing of a sale or transfer of any Unit.
- 22.8 **Expansion of Project / Additional Land.** The Declarant may add land to or withdraw land from the Project and expand or contract the Project, at any time, and for any reason.
- 22.9 **Assignment of Special Declarant Rights.** Declarant may, at any time, by recording a written notice, assign or transfer all or some of its control, power, authority, or decision-making ability to the Association or any other person or entity prior to the time period described above. In the case of the abandonment of the Project by the Declarant, the cessation of



business by the Declarant, or the foreclosure of any undeveloped property that is subject to the provisions of this Declaration, the rights of the Declarant as provided for in this Declaration may be exercised by any Owner of the undeveloped land within the project or to be expanded into the Project, or unfinished Units.

- 22.10 **Exceptions from Use Restrictions.** The Declarant shall not be bound by any use restriction in the Declaration as it relates to the Units owned by the Declarant.
- 22.11 **No Modification of Declarant Rights.** Any Declarant Rights in the Governing Documents, and specifically in this Article 22, and any provisions in Article 23, shall not be substantively or procedurally altered without the written consent of the Declarant until fourteen (14) years have passed after the Control Period has ended, at which time the Declarant approval shall no longer be required. Any document or amendment attempted without obtaining proper consent shall be void ab initio to the extent it attempts to alter the rights of the Declarant or any provision of Article 22 or Article 23, without the consent of the Declarant.
- 22.12 **Use of Units and Common Areas.** During the Declarant Control Period, the Declarant shall have the right to use any Unit owned by it, and any part of the Common Areas in furtherance of any activities designed to accomplish or facilitate construction, improvement and sale of all Units owned by the Declarant or to be added to the Project, and the construction and improvement of all Common Areas and/or Limited Common Areas as the Declarant may desire. The Declarant shall have the right to maintain one or more sales offices and model Units. Such offices and model Units may be located in any Unit with the permission of the Owner of that Unit, who may be the Declarant, or in one or more separate structures or facilities placed in the Project for the purpose of aiding the Declarant's sales efforts, or any combination of the foregoing. To ensure uniform and consistent marketing of the Units for the benefit of the Association and the Owners, all sales of Units during the Declarant Control Period, including Units no longer owned by the Declarant, must utilize only the real estate sales agent specified and approved by the Declarant. The Declarant shall also have the right to maintain any number of promotional, advertising, or directional signs, banners, or similar structures or devices at any place or places in the Project. The Declarant shall also have the right to designate by signs or otherwise any Common Area parking as parking for sales only or to otherwise restrict and use any Common Area parking. The Declarant shall have the right from time-to-time to relocate, move, remove, or add to any of its sales offices, parking restrictions, model Units, signs, banners or similar structures or devices.
- 22.13 **Declarant Rights Do Not Impose Obligations.** The Declarant Rights provided for in this Article 22 do not impose any obligation, legal or equitable, related to the issues to which they might apply. Both the Association and any Owner hereby expressly waive and disclaim

any such duty and affirmatively acknowledge that no such duty exists or should be imposed as a result of the Special Declarant Rights.

## ARTICLE 23 – CONFLICT AND LITIGATION AVOIDANCE AND RESOLUTION

- 23.1 **Statement of Intent.** Every Owner is capable of obtaining an inspection and is permitted to perform, or pay someone else to perform, any inspection on any Unit that Owner is purchasing or any aspect of the Common Area prior to purchasing a Unit. Moreover, an Owner Warranty has been provided to each Owner identifying those items that are warranted by the Declarant. Having had the ability to inspect prior to purchasing a Unit, having received a written warranty, and having paid market price for a Unit in the condition it and the related Common Area is in at the time of purchase, it is acknowledged that it is unfair and improper to then seek to have the Declarant and/or any subcontractor performing work in the Project to change, upgrade, or add additional work to the Project outside of any warranty obligation. Moreover, the Owners (by purchasing a Unit) and the Declarant acknowledge and agree that litigation is an undesirable method of resolving certain conflicts in that it is slow, expensive, uncertain, and can often negatively impact the sale value of Units for years, unfairly prejudicing those Owners who must or want to sell their Unit during any period when litigation is pending. For this reason, the Owners by purchasing a Unit and the Declarant agree and acknowledge that certain disputes simply shall not be pursued, to the extent permitted by law, and that others shall be pursued only through certain specific alternative dispute resolution mechanisms, and only after full disclosure, right to cure periods, and knowing approval of the Owners. Consistent with this dispute avoidance intent and mandate, and in an effort to provide an avenue of recovery against the party responsible for faulty construction, the Declarant may obtain and provide warranties to the Association, or that the Association may enforce from subcontractors related to the construction of the Project. It is the intent of the Parties hereto, as agreed to by the Owners by and upon the purchase of a Unit, that these warranties, if they are obtained, whatever they might cover and whomever they are from, are the sole remedy to the extent permitted by law, in case of any defects or damages arising from defects of any kind related to construction or development of the Project. The intent of this Section is to eliminate, to the extent possible, claims against or involving the Declarant and claims related to the construction of the buildings and fixtures on the Project, and, when and if any such claim is permitted as a matter of law or pursuant to this Declaration, to ensure that every opportunity is made to resolve the claim outside of a normal court procedure. This effort shall include, but not be limited to, the right to cure and the requirements for mediation and arbitration.

- 23.2 **Association Warranties.** The Declarant may, but is not obligated, to provide certain warranties to the Association related to the construction of the Project (“Association Warranty”). The Association shall have the right, as provided for in any such warranties, to directly enforce and seek performance of these warranties from the subcontractors who performed the work in the construction of the Project. There is no guarantee or warranty by the Declarant that any warranties will be provided or that the warranties will cover any particular component or aspect of the Project.
- 23.3 **Owner Warranties.** The Declarant has provided certain warranties to the Owners related to the Unit purchased (“Owner Warranty”). The first Owner of a Unit to whom the warranty is issued or with whom a legal warranty arises, and only that Owner, shall have the right to directly enforce and seek performance from the Declarant of any terms of the warranty and only consistent with the warranty itself. The Association shall have no right to seek the performance of or take assignment of any rights in any warranties from the Declarant to any Owner, and the Owner shall have no right to assign any rights of any kind to the Association related to pursuing litigation against the Declarant.
- 23.4 **Declarant Litigation.**
- (a) An Owner may only make a claim against the Declarant for the failure to comply with the Owner Warranty, any other Warranty implied by law and not validly disclaimed in this Declaration, or for any other claim of any kind, after the following efforts at dispute resolution have been completed: (1) Right to Cure: the Owner shall provide to the Declarant a Notice of Claim (defined below) and permit the Declarant 180 days to cure or resolve the claim or defect, or to try to get the appropriate subcontractor to cure or resolve the claim or defect, prior to initiating any lawsuit, claim, or dispute resolution process; (2) if the dispute is not resolved within the 180 day Right to Cure period, the parties agree to mediate the dispute prior to taking further action. If additional, different, or modified claims, damages, calculations, supporting information, or descriptions are added, provided to, or asserted against the Declarant that were not previously included in any Notice of Claim, the Right to Cure period provided for in this Section shall immediately apply again and any pending action, including any mediation or arbitration, shall be stayed for the 180 day period.
- (b) For any claim allowed by law or by this Declaration, the parties agree to binding arbitration of all claims asserted against the Developer by either the Association or any Owner, with the initiating party advancing all arbitration costs subject to assignment of those costs by the arbitrator in a final decision on the merits. The parties to any such arbitration shall mutually work, in good faith, to agree upon the arbitrator, mediator, arbitration service, and all aspects of the arbitration and mediation proceedings. In case

of any disagreement regarding the mediation or arbitration service, the American Arbitration Association shall administer the mediation and arbitration and the rules applicable to construction disputes shall apply. The arbitration rules shall be subject to the requirements of this Declaration and shall be modified accordingly in case of any conflict between the rules and this Declaration.

- (c) "Notice of Claim" shall mean and include the following information: (1) The nature of the claim; (2) a specific breakdown and calculation of any alleged damages; (3) a specific description of the claim along with any supporting opinions, information, or other factual evidence upon which the claim is based; (4) photographs of any alleged condition, if applicable; (5) all efforts taken to avoid, mitigate, or minimize the claim or any alleged damages arising therefrom; and (6) the names, phone numbers, and address of every person providing information, analysis, or opinions related to the claim.
- (d) Notwithstanding any other provision in this Declaration, except as to an Owner Warranty and to the fullest extent permitted by the law, an Owner shall not and agrees not to commence or maintain any litigation, arbitration, or other action against the Declarant or any of its officers, directors, members, employees, or agents for any reason, including, but not limited to, alleged construction defects, any related damages, or any damages arising therefrom.
- (e) Notwithstanding any other provision in this Declaration, and to the fullest extent permitted by law, the Association shall not and cannot commence or maintain any litigation, arbitration, or other action against the Declarant or any of its officers, directors, members, employees, or agents for any reason, including, but not limited to, alleged construction defects, any related claims, or any damages arising therefrom.
- (f) The Association shall indemnify and defend the Declarant and its officers, directors, members, employees, and agents against any litigation, arbitration, or the assertion of any claim arising out of any alleged construction defect in or related to the Project and/or any damages arising therefrom. By purchasing a Unit, the Owner specifically disclaims and releases the Declarant from any claim, known or unknown, related to any defect in the Project not specifically covered by either an Association Warranty or an Owner Warranty, except only as limited by law. The Association and each Owner acknowledges and agrees that these warranties and whatever coverage they might provide are the sole remedy of the Association related to any alleged or actual construction defects. In case of any claim or litigation asserted related to any construction defect arising in any Unit, the Owner agrees to defend the Declarant (which shall permit the Declarant to select counsel and require the Owner to advance all costs and fees related to any such claim) from any such claim and to indemnify Declarant from any liability arising therefrom.

- (g) Subject only to the provisions in the Owner Warranties and any Association Warranties (if any), the Association and the Owners take ownership and possession of the Units, Common Areas, and Limited Common Areas AS IS, with no warranties of any kind except as otherwise required as a matter of law. The Declarant specifically disclaims any warranties of merchantability, fitness for a particular use, or of habitability, to the full extent allowed by law.
- (h) If otherwise allowed by law notwithstanding the terms of this Declaration, or if allowed in this Declaration, prior to the Association making any demand or commencing any mediation, arbitration, or litigation against a Declarant or any subcontractor, other than a claim made solely upon an Association Warranty against a Subcontractor, the Association must have a meeting of the Owners, with proper notice, and have all attorneys, experts, and other persons expected to be involved in the claim present at the meeting. Those people present, including the Management Committee, must permit discussion among the Owners and questions from the Owners and must respond to all reasonable questions of the Owners related to the proposed claims. The notice for the meeting must include the following information: (i) a statement must be made on the first page of such notice in bold, upper case, and not less than 22 point font: "The Association is contemplating serious and potentially time-consuming and expensive litigation against the Declarant of this Project. This litigation could cost you money in the form of increased Assessments and will likely impact the resale value of your Unit and your ability to sell your Unit while this litigation is pending. This litigation could take years to resolve. You should think seriously about this issue and attend the meeting on this issue."; (ii) a budget and detailed breakdown of all costs and legal fees associated with the expected litigation, including a breakdown of any costs and fees to be advanced by any representative of the Association and all those to be paid directly, all of which shall assume the litigation will last three years and require a hearing on the merits; (iii) a detailed explanation of where any money to be paid by the Association will be obtained, including a per Unit breakdown of all costs and fees per year, assuming the litigation will last three years; (iv) a written statement of each Management Committee Member indicating that person's position on the litigation; (v) an opinion from an attorney other than the attorney considered to bring any such action analyzing the law and all relevant facts and providing an opinion on the likelihood of success of any such litigation or arbitration; (vi) all terms of the agreement between the Association and the attorney or law firm prosecuting the action including a copy of any engagement letter, contract, or agreement related to that representation; and (vii) a detailed description of the alleged claims against the Declarant and of all efforts by the Association to resolve those claims prior to commencing any action.

- (i) The existence of procedures and/or requirements in this Section applicable to claims against the Declarant or subcontractors that are barred or limited in other provisions of this Declaration shall not be construed as permitting any such claims, or as contradictory to a prohibition or limit on such claims in other provisions in this Declaration. The procedures and requirements to assert a claim (including, but not limited to, the right to cure requirements, the meeting and owner approval requirements, the mediation requirement, and the arbitration requirements) that is prohibited by this Declaration are provided solely in case any such claim is permitted by law notwithstanding the terms of this Declaration.

23.5 **Land Owners.** All persons owning land that is initially or subsequently incorporated into the Project, and who sign the Declaration or any amendment thereto, subjecting that land to the Declaration and incorporating it into the Project, shall be afforded the same rights, protections, and litigation avoidance procedures that are provided for the Declarant in this Article 23.

[Signature on the Follow Page]

EXECUTED this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

4th & Main, LLC

---

By: Mason Dutton  
Its: Manager

STATE OF \_\_\_\_\_ )  
  ) ss:  
COUNTY OF \_\_\_\_\_ )

On the \_\_\_\_ day of \_\_\_\_\_, 2021, personally appeared before me Mason Dutton, the signer of the foregoing DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS FOR 4TH & MAIN CONDOMINIUM ASSOCIATION, INC. on behalf of 4th & Main, LLC, and who duly acknowledged to me executing the same.

---

Notary Public

EXHIBIT A

Allocated Interest

Unit No.	Unit Type	Square Ft.	Allocated Interest	Initial Assessment
-	-	-	-	-
-	-	-	-	-
-	-	-	-	-
-	-	-	-	-
-	-	-	-	-
-	-	-	-	-
-	-	-	-	-
-	-	-	-	-
-	-	-	-	-
-	-	-	-	-
-	-	-	-	-

Total		-	100%	
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EXHIBIT B

Bylaws

EXHIBIT C

Description of Property

[Property Description]

# Exhibit F: Public Comment

**From:** [Participate](#)  
**To:** [Maureen Puddicombe](#)  
**Subject:** FW: Public comment for 4th & Main  
**Date:** Monday, January 04, 2021 3:18:50 PM

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Public comment for your files and commissioner packet.

LISA ENOURATO | CITY OF KETCHUM  
Public Affairs & Administrative Services Manager  
P.O. Box 2315 | 480 East Ave. N. | Ketchum, ID 83340  
o: 208.726.7803 | f: 208.726.7812  
lenourato@ketchumidaho.org | www.ketchumidaho.org

-----Original Message-----

From: H Boyle <Boylehp@yahoo.com>  
Sent: Thursday, December 31, 2020 4:04 PM  
To: Participate <participate@ketchumidaho.org>  
Subject: Public comment for 4th & Main

Here we go again. Another developer looking to change the character of Ketchum for their own profit, and seeking waivers and variances from the City to maximize their profit.

Just say no. Enforce our zoning. Don't let previous mistakes made with the hole in the ground at the entrance of town or the Limelight set a precedent.

Any project on this site should conform to zoning regulations and incorporate enough parking to accommodate its anticipated usage.

Commercial developers should be required to contribute to the costs of worker housing if they aren't going to pay a wage high enough for decent housing in the WRV.

Make sure development works for the existing taxpayers and doesn't just enable a developer to make a killing off of us and saddle us with subsidizing their worker housing.

**From:** [Participate](#)  
**To:** [AllPlanningAndZoning](#)  
**Cc:** [Katrin Sharp](#)  
**Subject:** FW: Hot Dog Hill Development objection/protest  
**Date:** Wednesday, December 9, 2020 10:01:51 AM

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Public comment.

**LISA ENOURATO | CITY OF KETCHUM**

**Public Affairs & Administrative Services Manager**

P.O. Box 2315 | 480 East Ave. N. | Ketchum, ID 83340

o: 208.726.7803 | f: 208.726.7812

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

---

**From:** Nancie Tatum <nancie@nancietatum.com>  
**Sent:** Tuesday, December 08, 2020 6:28 PM  
**To:** Participate <participate@ketchumidaho.org>  
**Subject:** Fwd: Hot Dog Hill Development objection/protest

I apologize, I just learned I mislabeled this message and it has been returned - just now.

I wondered why it hadn't been posted on the P&Z site.

Please advise if this is just way too late.

Many thanks,

Nancie Tatum

----- Forwarded message -----

From: **Nancie Tatum** <[nancie@nancietatum.com](mailto:nancie@nancietatum.com)>  
Date: Sun, Nov 8, 2020 at 7:51 AM  
Subject: Hot Dog Hill Development objection/protest  
To: <[participate@ketchumidaho.com](mailto:participate@ketchumidaho.com)>  
Cc: [matt@engelassociates.com](mailto:matt@engelassociates.com) Engel <[matt@engelassociates.com](mailto:matt@engelassociates.com)>

To the members of the Ketchum Planning and Zoning Commission:

We respectfully submit our concerns regarding the proposed Mixed Use Development at 4th and Main in Ketchum.

We live in the 300 Block of North Leadville- 1/2 block away from the proposed development site and believe the addition of a 4 story structure, that is one city block long, in our neighborhood will negatively impact our properties.

Our concerns regarding this proposed building include the following:

- Designated parking for retail and residences is extremely unsatisfactory.

- 17 spaces for residents provides for:

- ONLY 1 car per residence

- Zero(0) parking is provided for the retail customers and business owners.

-Street parking for this area is not available to accommodate the proposed density.

· It is expected traffic will be significantly interrupted with this building - the traffic infrastructure/flow on Main Street and the rear alley are not prepared for the impact this building will have.

· Mountain views and strong light exposures are critical components of our mountain community and culture. This building will eliminate this key feature of our landscape from the residents and businesses surrounding this site- especially those to the South and the East.

The proposed structure, while attempting to incorporate building materials similar to the banks across the street, does not project a warm, welcoming essence that our town possesses.

Unfortunately, it looks BOTH massive, choppy and unprofessional compared to other new structures in Ketchum.

A 3 story building constructed with tiered levels that incorporates more natural materials will be more in line with the neighboring buildings and building precedents in the community.

Although we have not had an opportunity to speak with the owners, tenants and property managers of other Leadville properties, we venture to say they would agree with the concerns we are expressing.

With kind regards,  
Nancie Tatum and Thomas Hennig

--

Nancie Tatum  
208-726-6465  
[nancie@nancietatum.com](mailto:nancie@nancietatum.com)

--

Nancie Tatum  
208-726-6465  
[nancie@nancietatum.com](mailto:nancie@nancietatum.com)

**From:** [Gretchen Wagner](#)  
**To:** [Abby Rivin](#); [Brittany Skelton](#)  
**Cc:** [Alex Buck](#)  
**Subject:** Hot Dog Hill  
**Date:** Monday, November 16, 2020 11:29:07 AM

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Abby and Brittany,

I saw the image of the Hot Dog Hill building in the paper this weekend. I like this building and I think they did many of the things you asked them to change since the last submittal.

However, I had to do a double-take because I thought upon first glance that it was an image of the Warfield. The red brick, the black divided lite windows, the large black cornice, the black metal bands, and the glass railings are all the same materials applied in much the same way.

When we designed the remodel of 'B' Restaurant in 2014, we carefully considered the history of the building, both visual and functional. We studied the materials and detailing of the buildings around it and elsewhere in town, being careful to make our building contextual and yet original on this very important corner of Main Street.

With the addition to the Warfield last year, we were thoughtful about how to expand this vision by continuing the experience we had created before, particularly for pedestrians, while adding a modern piece in the center to acknowledge that we were not doing purely historical reproduction. The large industrial component is hinted at outside and revealed within. I think in the end, we created a recognizable building that anchors and activates Main Street.

The similarities between the Hot Dog Hill building and the Warfield, which are only a block apart, are undeniable. These similarities devalue both buildings. Diversity of styles in buildings makes the town more interesting. And I don't think Ketchum wants blocks of the same.

I would encourage you to have this developer take another look at how to make this building his own.

Respectfully,  
Gretchen

Gretchen V. Wagner, Principal, AIA, NCARB

scape design studio, inc.

PO Box 2640 | 371 North Main Street, Suite 202 | Ketchum, ID 83340  
208.720.9714 m | 208.622.7227 o | [gretchen@scapedesignstudio.com](mailto:gretchen@scapedesignstudio.com)



Graphic courtesy of Solstice Homes Development

## A NEW VISION PROPOSED FOR 'HOT DOG HILL'

Planning and Zoning Commission members reviewed on Tuesday a revised draft plan to construct an approximately 58,000-square-foot mixed-use building on a four-lot site along Main Street, between Fourth and Fifth. A vacant portion of the development site is commonly called "Hot Dog Hill"—named so because a summer dog vendor has operated there for years. Applicant Solstice Homes Development submitted its latest draft through the city's pre-application design review process, in which developers can have plans reviewed and voted on before they submit a formal development application. Developer Chris Ensign and his team submitted plans to the city after the P&Z and city staff provided advice earlier this year on how to improve the project. The proposed four-story building—which would be three stories and 37 feet tall along Main Street—would include ground-floor retail spaces, condominiums and community housing. P&Z commissioners did not comment on the plans. A formal review process will begin after the applicant submits the required applications.



**From:** Carolyn Wicklund <[svwick@aol.com](mailto:svwick@aol.com)>  
**Sent:** Sunday, June 14, 2020 3:42 PM  
**To:** Participate <[participate@ketchumidaho.org](mailto:participate@ketchumidaho.org)>  
**Subject:** Opposition to Proposed "Hot-Dog Hill" Building

Dear Mayor Bradshaw, City Council Members, and Building/Planning Department,

I write to share my strong opposition to the proposed development on Hot-Dog Hill. As an architect for over 30 years, this development is completely out of character for Main Street and out of compliance with Ketchum's building code, a fact evidenced by the variance sought by the developer.

As a resident of Ketchum for 28 years, I have spoken to many people about this proposed development. Not one of them supports the proposed noncompliant structure which is too high, too massive, too dense, out-of-character with other buildings, destroys the last highly-used open space on Main Street, and does not include badly-needed public parking.

Please keep Main Street the friendly walking and gathering street that makes Ketchum so wonderful for residents and visitors alike. Please deny the developer's request for a variance and reject the proposed development. I appreciate all you do in your duty to protect our town from noncompliant and out-of-character development.

Sincerely,  
Carolyn Wicklund

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**From:** anne kalik <

**Date:** August 14, 2020 at 5:22:06 PM MDT

**To:** Participate <[participate@ketchumidaho.org](mailto:participate@ketchumidaho.org)>

**Subject: I do not like the idea of Hot Dog Hill becoming a big development.**

I believe our town has lost a lot of its character from big buildings on Main Street, especially the many banks.

Please, creative, enticing, human architecture and open spaces as well.

I would like to see Hotdog Hill preserved as it is now, perhaps enhanced with more greenery and places to sit .

Thank you,  
Anne Kalik

Sent from a device that garbles.  
Anne Kalik

**From:** [Robin Crotty](#)  
**To:** [Robin Crotty](#)  
**Subject:** FW: 4th & Main Project  
**Date:** Saturday, August 15, 2020 4:00:13 PM

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**From:** Hayley Andrews <  
**Date:** August 15, 2020 at 6:37:54 AM MDT  
**To:** Participate <[participate@ketchumidaho.org](mailto:participate@ketchumidaho.org)>  
**Subject:** 4th & Main Project

To whom it may concern,

I grew up in this town enjoying the ability to congregate with friends and family in relaxed and beautiful spaces. We've been so lucky. Moving away for college, work, and partner has turned Blaine county into our favorite place to visit. As a local and a tourist, please remember what makes our community so amazing— we love this place for its authenticity. This is not a manufactured money making scheme. This is where kids grow up loving nature and embracing the outdoors. Where many of us end up to escape the rat race and big box culture of cities. Main Street should reflect our interests by preserving open spaces and small town vibes. You can find fancy hotels in any ski town, but people love it here for the low key hot dog eating priorities. Please save hot dog hill. It appeals to poor and rich, young and old, local and tourist. It is a remaining bit of nostalgia and community in our rapidly growing town.

Thank you,  
Hayley

--

**From:** Diane Goodwin <[dianessprockets@gmail.com](mailto:dianessprockets@gmail.com)>  
**Sent:** Friday, August 21, 2020 1:22 PM  
**To:** Participate <[participate@ketchumidaho.org](mailto:participate@ketchumidaho.org)>  
**Subject:** Idea for Hot Dog hill / Formula site



Sent from my iPhone

**From:** Polly Hopkins <[pollyhobby@hotmail.com](mailto:pollyhobby@hotmail.com)>  
**Sent:** Sunday, September 13, 2020 2:52 PM  
**To:** Participate <[participate@ketchumidaho.org](mailto:participate@ketchumidaho.org)>  
**Subject:** 4th and Main.. better known as Hotdog Hill

Hello,

I have been an employee of Irving's Red Hots for over two years now, and thought a bit of insight from my perspective might be helpful in regards to the proposed building of a condo complex on the hill at 4th and Main Streets. My personal stance is neutral, as I was born and raised in this Valley and feel that the city of Ketchum lost its homey, small town appeal years ago (in other words it's too far gone). So I mostly wanted to share the opinions I've heard from every single customer that inquires about where Irving's will relocate: they all oppose the new structure and are appalled when they view the sketch of the proposed structure.

That's all... just wanted to share!

Thanks,

Polly Hopkins

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**From:** Carolyn Olbum <carolynolbum@gmail.com>  
**Date:** November 6, 2020 at 2:03:54 PM PST  
**To:** Participate <participate@ketchumidaho.org>  
**Subject:** Project 4th and Main

To Ketchum Planning and Zoning Commission:

I find the proposed project at 4th and Main another oversized characterless design. At a time when the city is looking at "historic landmarks" in an attempt to keep some charm and history to Ketchum, I suggest this behemoth of a structure set on Main Street is rather a contradiction.

Carolyn Olbum

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Public comment.

Sent from my iPhone

Begin forwarded message:

**From:** SUSAN PASSOVOY <[sjpassovoy@icloud.com](mailto:sjpassovoy@icloud.com)>  
**Date:** November 8, 2020 at 12:04:07 PM PST  
**To:** Participate <[participate@ketchumidaho.org](mailto:participate@ketchumidaho.org)>  
**Subject:** Hot Dog Hill

On Nov 8, 2020, at 12:36 PM, SUSAN PASSOVOY <[sjpassovoy@icloud.com](mailto:sjpassovoy@icloud.com)> wrote:

To te attention of the Ketchum Planning & Zoning commission and Ketchum P&Z Department:

I am a long time resident of Ketchum, and as we all do, want the best for our community as we grow. In this light, the development of the lots facing Main Street between 4th and 5th streets is highly significant, both for its visibility and for its impact on several community concerns. My background includes 35 years representing developers of large project in northern California, so i think i do have some experience in evaluating this proposal

I have reviewed the drawing of the proposed development and the related staff report. I am a bit late to this project, and i agree with all of the concerns expressed by the Commission and staff. At this point, I have the following comments:

I agree with the City's concerns that the project is entirely too massive for the location. I appreciate the stepping aback from the street, but it is insufficient to balance out the over all height, and the solid line of store fronts is claustrophobic. A sunlight study might reveal whether and to what extent the height cuts off sunlight to properties to the east and south. A public open space or courtyard halfway down the block would break up the cramped feeling.

As a former chair of the Blaine County Housing Authority Board and a strong advocate for community and work force housing, i am delighted that there will be 5 units reserved for that purpose. However, 17 parking places for 17 units is obviously insufficient for a project that includes 2 and 3 bedroom units—especially in the town core. One must assume that more than one household will have at least 2 cars. Residents may be able to walk to work (on most days) , but in our recreational community, almost all of us have a car or truck.

I am aware that the City asserts the availability of a certain number of street spaces, but the more they are allocated to residential construction, they are lost forever for retail and tourism—to the detriment of our local economy and our attractiveness as a vibrant town. I am not aware of a current formal parking and traffic study for Ketchum, it might be useful to consider having one. Parking and traffic are always critical to a growth strategy, and it behooves us to avoid considering every proposal on a stand alone basis regarding these issues.

Sincerely,  
Susan Passovoy



JAMES R. LASKI  
[JRL@LAWSONLASKI.COM](mailto:JRL@LAWSONLASKI.COM)



November 9, 2020

City of Ketchum  
Planning & Zoning Commission  
Post Office Box 2315  
Ketchum, Idaho 83340

**By email:** [participate@ketchumidaho.org](mailto:participate@ketchumidaho.org)

Re: 4<sup>th</sup> & Main Street  
Pre-Application Design Review

Our File No. 12331-001

Dear Commissioners:

As legal counsel for the development team on the 4<sup>th</sup> and Main application presently before you, I listened with concern to the recording of the Ketchum P&Z meeting of October 13, 2020, wherein staff and the Commissioners discussed Design Review authority in Ketchum, and specifically within the Community Core. Particularly alarming was staff's advice with respect to the "broad discretion" granted to the Commission under the purpose clause of Chapter 17.96 well as under section 17.96.050.B.6 which purports to allow the Commission to "require more restrictive standards than those generally found in this Code." While the Commission certainly has some discretion in its application of design review standards, that discretion must be read in conjunction with Idaho's Local Land Use Planning Act, specifically Idaho Code Section 67-6511(a), which expressly requires standards to be applied in a uniform manner for each class or kind of building throughout a zoning district. As such, the Commission clearly does not have the "broad discretion" espoused by staff and discussed at length by the Commission at that meeting, but rather, by state law, must apply the standards adopted in the Zoning Ordinance in a manner consistent throughout the district. In fact, the City should be well aware of that requirement, as the Idaho Supreme Court in 2010 ruled that Ketchum's application of its zoning code was unconstitutional as it violated the "uniformity requirement of Idaho Code Section 67-6511." Based on the lengthy discussion in the October 13 meeting, and the various opinions of the Commissioners expressed at that meeting as it relates to discretion under the code, it appears that the City may be heading down the same road it did a decade ago, rather than having learned from a prior administration's mistakes.

I would also note that the discussion regarding the City's apparent newly implemented policy that the Inclusionary Housing Incentives contained in Section 17.124.040 of the Zoning Ordinance are purely discretionary strains the language of the

12331-001

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WWW.LAWSONLASKI.COM

Telephone: 208 725 0055 | Facsimile: 208 725 0076 | Physical: 675 Sun Valley Road, Suite A | Mail: Post Office Box 3310, Ketchum, ID 83340

City of Ketchum  
Planning & Zoning Commission  
November 9, 2020  
Page 2

ordinance and also likely runs afoul of the uniformity requirement. The language of that provision, while not entirely consistent, sets a base FAR while allowing a larger FAR as an incentive to provide Inclusionary Housing as follows:

The purpose of this section is to encourage new development to include a reasonable supply of affordable and resident occupied workforce housing for sale or rent, to help meet the demand and needs for housing of the community's employees. **Land within the zoning districts specified in the table above *may be built to the listed permitted FAR. As an incentive to build community housing units, floor area ratio may be increased up to the maximum FAR listed . . .***" 17.124.020.B.1 (emphasis added).

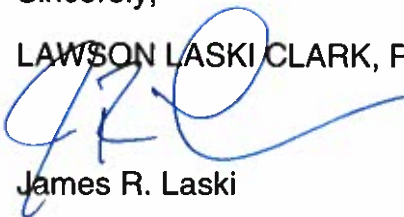
As used therein, the phrase "may be" clearly is not discretionary, but rather an objective standard for the maximum size of a structure. Moreover, the option of building qualified community housing on site is among one of the options "for fulfillment of the community housing incentive . . . **available to the applicant outright.**" 17.124.040.B.2.f (emphasis added). While the increased FAR is subject to design review approval, as noted above, application of the design review criteria **MUST** be applied in a uniform manner, not in a discretionary manner.

I would respectfully ask you to keep these thoughts in mind, in conjunction with the City's "primary goal . . . to see the development of and encourage the construction of community housing units", (and perhaps set aside some of the opinions and preconceptions discussed openly on the record at the October 13 meeting) as you carry out your duties as P&Z Commissioners in reviewing the 4<sup>th</sup> and Main application before you.

Thank you for your attention to this matter.

Sincerely,

LAWSON LASKI CLARK, PLLC



James R. Laski

cc: Matthew Johnson, Esq. (city atty) [mjohnson@whirepeterson.com](mailto:mjohnson@whirepeterson.com)  
client

12331-001

## Maureen Puddicombe

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**From:** whyteevan1095@gmail.com  
**Sent:** Tuesday, November 10, 2020 12:12 PM  
**To:** Maureen Puddicombe  
**Subject:** Hot dog hill

Please don't develop this iconic piece of Ketchum land into something that only benefits the wealthy of this town. Maybe some affordable housing? Don't take away Irving's home

Sent from my iPhone

## Maureen Puddicombe

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**From:** Participate  
**Sent:** Tuesday, November 10, 2020 1:37 PM  
**To:** Maureen Puddicombe; Brittany Skelton; Abby Rivin  
**Cc:** Participate; Katrin Sharp  
**Subject:** Fwd: Building project ..Hot Dog Hill

FYI for the record.

Begin forwarded message:

**From:** susan neaman <susancneaman@gmail.com>  
**Date:** November 10, 2020 at 9:19:59 AM MST  
**To:** Participate <participate@ketchumidaho.org>  
**Subject:** Building project ..Hot Dog Hill

I was impressed with the strong stance that the P&Z is taking on how new buildings will be built in our town (esp.) on main street. The possibility for four story buildings lining main street is unsettling. One of the unique aspects of our town is that you can see the ski mountain (Baldy) from the interior of Ketchum. If you allow the continued buildings to be four stories down main street we will be left with no sunlight and no view. In the winter, streets and side walks could have little melt-off because of the lack of sun light and become a hazard.

I had a late lunch the other day at wrap city and could not sit outside in front of their building because of the lack of sun.

One question I do have is ...Can this building be required to have underground parking for at least the employees / owners that will need a parking space.

Thank you for your time.

Susan Neaman



**City of Ketchum  
Planning & Building**

**STAFF REPORT  
KETCHUM PLANNING AND ZONING COMMISSION  
MEETING OF FEBRUARY 9, 2021**

**PROJECT:** Westcliff Townhomes Pre-Application Design Review

**FILE NUMBER:** P21-007

**APPLICATION TYPE:** Pre-Application Design Review

**REPRESENTATIVE:** Peter & Kristin Anderson, Anderson Architecture, P.A.

**PROPERTY OWNER:** PB Investments

**REQUEST:** Pre-Application Design Review for the development of four new detached townhome units and associated site improvements located at the southwest corner of Rember Street and Bird Drive.

**LOCATION:** 106 & 110 Rember Street (Bavarian Village Subdivision: Lots 3A & 4A)

**ZONING:** General Residential (GR-L) High Density

**OVERLAY:** None

**NEW DETACHED TOWNHOME DEVELOPMENT**

The Westcliff Townhomes is a new four-unit, multi-family residential development located at 106 and 110 Rember Street within the General Residential High Density (GR-H) Zoning District. The development is comprised of four identical detached townhome units and associated site improvements.

Pre-Application Design Review is required for all new multi-family residential development of five or more units (Ketchum Municipal Code §17.96.010.C1). While not required for this project, the applicant has chosen to submit a Pre-Application to receive feedback from the Planning & Zoning Commission. The Pre-Application is an iterative and collaborative process between the Planning & Zoning Commission, developers and their design teams, and the community. This preliminary review allows the Commission to identify design issues, offer constructive advice, and highlight opportunities to improve project. The Commission’s feedback helps developers produce high-quality buildings and projects that enhance the character of Ketchum.

The Westcliff Townhomes project requires both Design Review for the development of multi-family residential dwellings (Ketchum Municipal Code §17.96.010.A3) and a Townhouse Subdivision Preliminary Plat to create the townhouse sublots (Ketchum Municipal Code §16.04.080). Additionally, the developer plans to offer units for sale individually as construction is completed and will submit a

Phased Development Plan and Agreement for review concurrently with the Subdivision Preliminary Plat application (Ketchum Municipal Code §16.04.110).

## PROJECT LOCATION

The project is located on Lots 3A and 4A of Bavarian Village Subdivision. The Ketchum City Council approved Lot Line Shift Application P20-089 to vacate the common boundary line separating Lot 3A and 4A of Bavarian Village Subdivision to create amended Lot 3B on November 16<sup>th</sup>, 2020. This development parcel is the last undeveloped property within Bavarian Village Subdivision. The Bavarian Village Townhomes, a two-unit multi-family project, is currently under construction on lot 2 to the west of the subject property. The West Ketchum Residences, a ten-unit duplex development, is currently under construction on the four lots south of the subject development site.

## ANALYSIS

The General Residential High Density (GR-H) District's purpose (Ketchum Municipal Code §17.18.060) is to accommodate the need for high density residential land use alternatives within a district generally limited to residential uses while still maintaining neighborhood amenities and favorable aesthetic surroundings. Dimensional requirements in this zone are designed to complement and enhance neighborhoods and to encourage articulation and quality design in new buildings.

The project plans for the Westcliff Townhomes development are attached as Exhibit A to the Staff Report. The three-level townhome units have identical floor plans (Project Plans: Sheets A3 & A4). Each townhome unit has a total floor area of 3,737 square feet. The total gross floor area of the townhome development is 14,948 gross square feet. The applicant's FAR calculations on Sheet A1 of the project plans include a 2,800-square-foot parking credit for groundwater issues. The project site's groundwater issues must be verified by an Idaho-licensed engineer (Ketchum Municipal Code §17.124.040.B.2b). The applicant has submitted a geotechnical report for the subject property (Exhibit A). If the city determines that the site conditions preclude underground parking, 350-square-feet per required parking space may be subtracted from the project's total square footage. The project's proposed FAR with the parking credit for groundwater issues is .67. The permitted FAR in the GR-H Zone is 0.5. The Planning & Zoning Commission may allow an increased FAR subject to Design Review (Ketchum Municipal Code §17.124.040.B). Ketchum Municipal Code does not guarantee 1.4 as the allowed FAR. New developments may be permitted an increased FAR above 0.5 at the Commission's discretion through Design Review. To receive more floor area, new buildings must complement the scale and character of the surrounding neighborhood.

The circulation design includes four driveways—two along Rember Street and two along Bird Drive. Pursuant to Ketchum Municipal Code §17.125.030.H, a maximum of 35% of the linear footage of any street frontage may be devoted to access off-street parking. Corner lots may select either or both streets as access but shall still not devote more than 35% of the total linear footage of street frontage to access off-street parking. 33% of the property's street frontage along Rember Street and 25% of the street frontage along Bird Drive will be dedicated to off-street parking access. 29% of the corner lot's street frontage is dedicated to the development's four driveways. The paver driveways will be heated with a snowmelt system. The driveway to access the interior townhome unit (building 1/sublot 1) at the southwest corner of the development site is 150 feet in length. This driveway spans the entire length of the rear property line. The applicant has proposed a 6-foot tall privacy fence to screen this driveway. The privacy screen is comprised of a stained concrete base with steel posts and cedar boards. An elevation of the privacy screen is provided on Sheet L-2.0 of the project plans.

The project's exterior materials include metal panels, stone veneer, and horizontal cedar siding. Each façade incorporates both metal panels and cedar siding with rectangular window openings. This material differential creates visual interest. The interior vertical circulation corridor is distinguished at the front façade by columns of stone veneer and rectangular windows. The townhomes include balconies and decks that move the vertical wall planes in and out. The building mass is broken up further by alterations in the height of the flat roof.

The site plan indicates a new transformer located at the northeast corner of the property. The applicant commented (Exhibit B) that the transformer must be visible for service access from the street with no obstructions within 10 feet on one side and 2 feet on the other side. Pursuant to Ketchum Municipal Code §17.96.060.D2, utilities shall be located underground and all utility, power, and communication lines within the development site shall be concealed from public view. All utilities, including transformers, must be concealed from public view. The location of the new transformer as approved by Idaho Power and the screening required by Ketchum Municipal Code §17.96.060.D2 must be shown on the project plans submitted with the Design Review application.

### **STAFF RECOMMENDATION**

After considering the project plans, Staff's analysis, the applicant's presentation, and public comment, Staff recommends the Commission provide feedback to the applicant regarding the project plans.

### **EXHIBITS:**

- A. Westcliff Townhomes Pre-Application Design Review Submittal
- B. Planning Review #1 Comments and Applicant Response

Exhibit A:  
Westcliff Townhomes  
Pre-Application Design Review  
Submittal





City of Ketchum  
Planning & Building

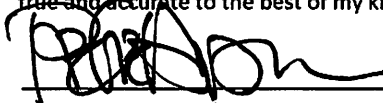
pre-

Design Review Application

OFFICIAL USE ONLY	
File #	P21-007
Date	1-19-21
By	mt
Pre-App Fee Paid	1100.00
Design Review Fee Paid	
Approved Date	
Denied Date	
By	
ADRE	Yes <input type="checkbox"/> No <input type="checkbox"/>

APPLICANT INFORMATION			
Project Name: Westcliff Townhomes		Phone: 207-720-2897	
Owner: Westcliff LLC		Mailing Address: P.O. Box 1906, Twin Falls, Idaho	
Email: wroth13@gmail.com			
Architect/Representative: Anderson Architecture, P.A.		Phone: 208-726-6054	
Email: pete@andersonarc.com		Mailing Address: P.O. Box 1306, Ketchum Idaho 83340	
Architect License Number: AR-2272			
Engineer of Record: Butler Associates, Inc		Phone: 208-720-6432	
Email: svgeotech@gmail.com		Mailing Address: P.O. Box 1034, Ketchum Idaho 83340	
Engineer License Number: 9392			
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: Lots 3A and 4A, Bavarian Village Sub, Ketchum Idaho			
Street Address: 106 Rember Street, Ketchum Idaho 83340			
Lot Area (Square Feet): 18,129.1 SF		RPK 042 000 0004A	
Zoning District: GR-H			
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:	Number of Residential Units:		
TOTAL FLOOR AREA			
	Proposed	Existing	
Basements		Sq. Ft.	Sq. Ft.
1 <sup>st</sup> Floor	1618	Sq. Ft.	Sq. Ft.
2 <sup>nd</sup> Floor	1483	Sq. Ft.	Sq. Ft.
3 <sup>rd</sup> Floor	636	Sq. Ft.	Sq. Ft.
Mezzanine		Sq. Ft.	Sq. Ft.
Total	3737	Sq. Ft.	Sq. Ft.
FLOOR AREA RATIO			
Community Core:	Tourist:	General Residential-High: .67	
BUILDING COVERAGE/OPEN SPACE			
Percent of Building Coverage: 41% building coverage, 59% open space			
DIMENSIONAL STANDARDS/PROPOSED SETBACKS			
Front: 15'	Side: 12'	Side: 12'	Rear: 18'-7"
Building Height: 34'-7 3/8", 34'-8 1/4", 34'-9 3/8", 34'-10 3/8" - measured highest point above lowest grade			
OFF STREET PARKING			
Parking Spaces Provided: 8 enclosed, 4 two car garages			
Curb Cut: 74 Lin Ft	Sq. Ft.	29	%
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.

  
Signature of Owner/Representative

1.15.2021

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.

# WESTCLIFF TOWNHOMES



## PROJECT TEAM:

### ARCHITECT:

ANDERSON ARCHITECTURE, P.A.  
P.O. BOX 1306  
371 N. MAIN STREET, SUITE 202  
KETCHUM, IDAHO 83340

PHONE: (208) 726-6054

### OWNER:

Westcliff LLC  
134 3rd Ave E.  
PO Box 1906  
Twin Falls, ID 83303

### GENERAL CONTRACTOR:

WAYNE ROTH CONSTRUCTION  
P.O. BOX 2040  
SUN VALLEY, IDAHO 83353

PHONE: 208-720-2987

### STRUCTURAL ENGINEER:

MORELL ENGINEERING  
MATT MORELL  
220 East Ave  
KETCHUM, IDAHO 83340

PHONE: (208) 726-2844

### LANDSCAPE ARCHITECT

LANDWORK STUDIO LLC  
ROB KING  
110 5th St W  
KETCHUM, IDAHO 83340

PHONE: 208-726-5331

### CIVIL ENGINEER/SURVEYOR:

BENCHMARK AND ASSOCIATES  
100 BELL DRIVE  
KETCHUM, IDAHO 83340

PHONE: 208-726-9512

## INDEX OF DRAWINGS:

A1	COVER SHEET
C	PRELIMINARY PLAT
C	SURVEY
C1	GRADING AND DRAINAGE PLAN
C2	UTILITY PLAN
C3	DETAILS
L1	SITE PLAN
L2	GRADING PLAN
L3	GRADING PLAN
L4	CONSTRUCTION MANAGEMENT PLAN
A2	COLOR PERSPECTIVES
A3	FLOOR PLANS
A4	FLOOR / ROOF PLANS
A5	BUILDING ELEVATIONS
A6	BUILDING ELEVATIONS
A7	BUILDING SECTIONS
A8	COLOR BOARD

## BUILDING DATA:

PROJECT NAME:	WESTCLIFF TOWNHOMES
LEGAL DESCRIPTION:	LOTS 3A AND 4A, BAVARIAN VILLAGE SUB, KETCHUM, IDAHO
PHYSICAL ADDRESS:	106 REMBER STREET KETCHUM IDAHO 83340
ZONING DISTRICT:	GR-H
PARCEL NUMBER:	RPK0420000003A,RPK0420000004A
LOT SIZE:	.42 ACRE
INDIVIDUAL BUILDING AREA:	
FIRST LEVEL LIVING:	996.0 S.F.
SECOND LEVEL LIVING:	1,483.0 S.F.
THIRD LEVEL LIVING:	636.0 S.F.
TOTAL LIVING:	3,115.0 S.F.
GARAGE/MECHANICAL:	622.0 S.F.
GRAND TOTAL:	3,737.0 S.F.

CONST. TYPE: V-B

OCCUPANCY TYPE: GROUP R-3, SINGLE FAMILY RESIDENCE

MUNICIPALITIES: KETCHUM, IDAHO

CODE:

- The following international codes as amended herein are adopted by reference by the city of Ketchum, Idaho:
- A. The international building code, 2012 edition, including appendices A, B, C, E, G, I and J, excluding section 101.4.3;
  - B. The international residential code, 2012 edition, parts I through IV and part IX including appendices D, E, F, G, H, J, K and M;
  - C. The international energy conservation code, 2012 edition, including the appendix;
  - D. The international existing building code, 2012 edition; and
  - E. The international property maintenance code, 2012 edition.
- 15.04.020: AMENDMENTS:
- A. Amendments To The International Building Code:
    - Section 101.1 Insert: [city of Ketchum, Idaho]
    - Section 1612.3 Insert: [city of Ketchum, Idaho] [June 5, 1978]
    - Section 3412.2 Insert: [January 1, 1975]
    - Section 104.10.1 of said code is amended to read as follows:
      - 104.10.1 Flood Hazard Areas.
      - The building official shall not grant modifications to any provision required in flood hazard areas as established by section 1612.3 unless a variance has been approved by the planning and zoning commission.

FLOOR AREA RATIO CALCULATIONS:

TOTAL SQUARE FOOTAGE (FOUR BUILDINGS):	14,948.0 S.F.
PARKING BONUS FOR GROUND WATER:	-2,800.0 S.F.
TOTAL:	12,148.0 S.F.
DIVIDE BY LOT AREA:	18,129.1 S.F.
FLOOR AREA RATIO:	.67 FAR

DESIGN REVIEW SET (1/18/21)

WESTCLIFF TOWNHOMES  
106 REMBER STREET KETCHUM IDAHO 83340  
COVER SHEET

REVISIONS:  
8-11-20 INITIAL SCHEME  
9-12-20 SCHEMATIC  
11-10-20 SCHEME TWO  
11-24-20 SCHEME THREE  
12-15-20 DR PROGRESS SET  
12-17-20 DR PROGRESS SET  
12-31-20 DR PROGRESS SET  
1-15-2021- DESIGN REVIEW SET  
1-18-2021- DESIGN REVIEW SET

COVER SHEET

ISSUE:  
1-18-2021

2004

A1



Model View- Bird's Eye ①  
SCALE: 1" = 5'



Model View Overall ②  
SCALE: 1" = 5'

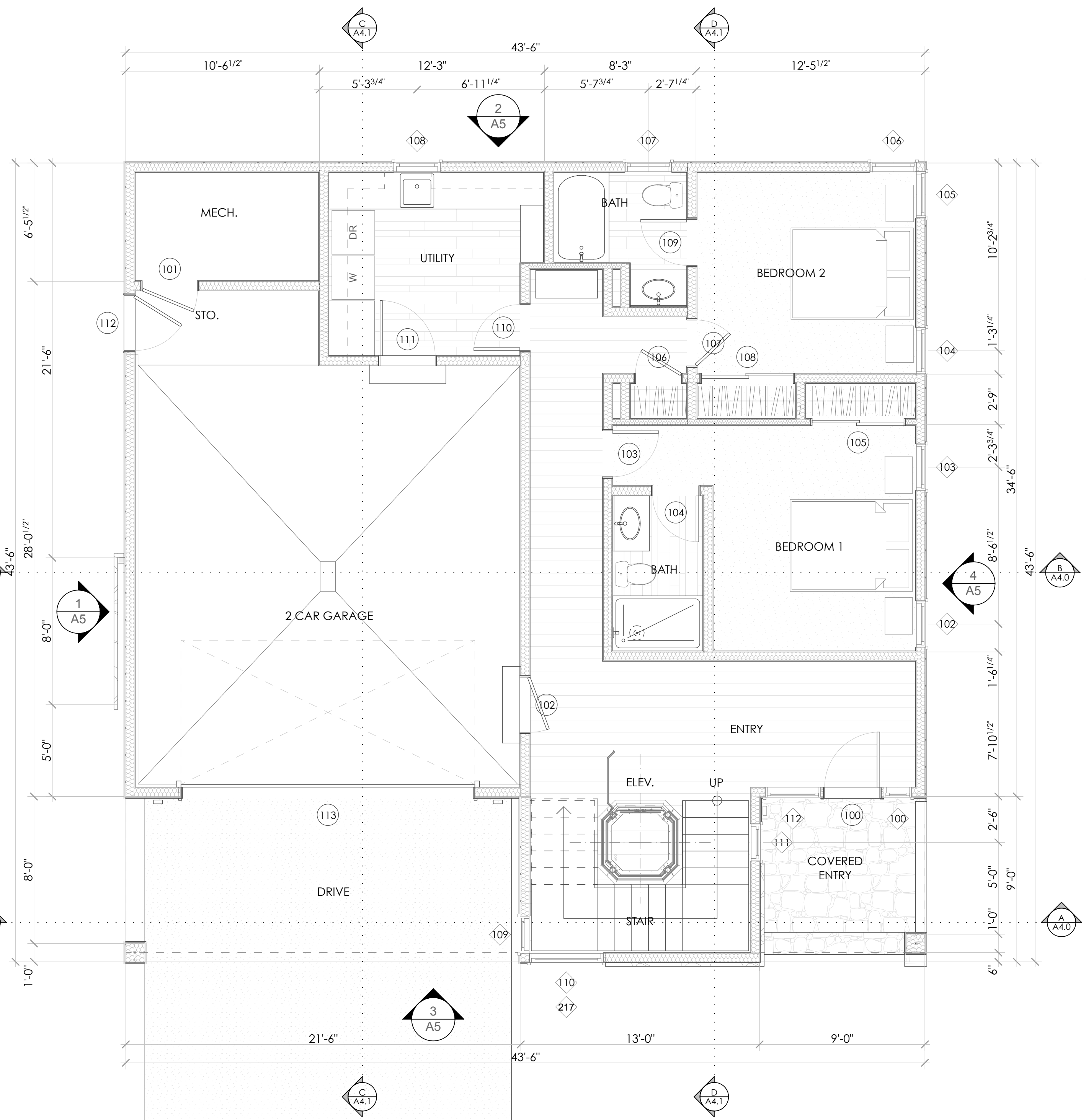
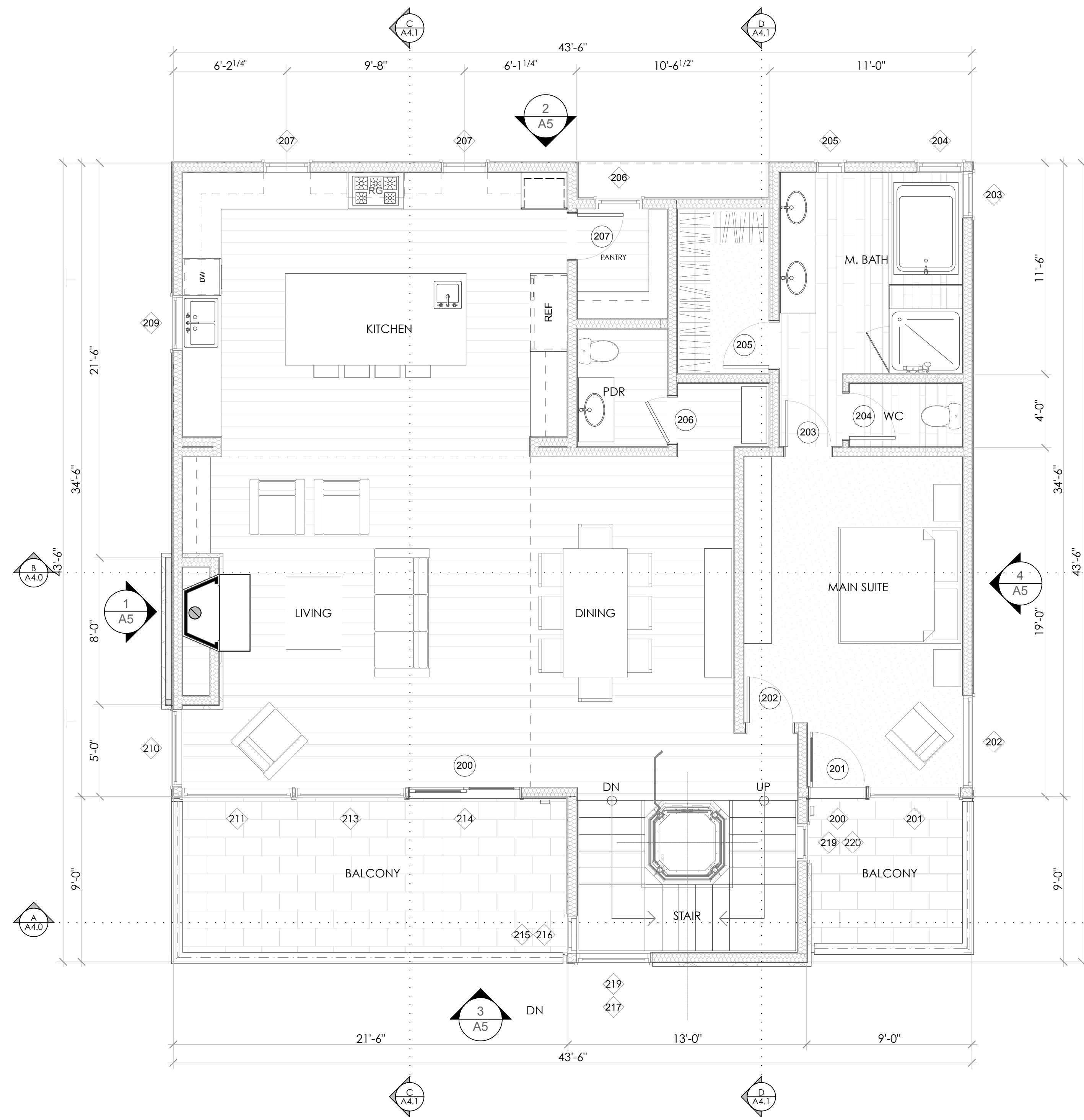
DESIGN REVIEW SET (1/18/21)

WESTCLIFF TOWNHOMES  
106 REMBER STREET KETCHUM IDAHO 83340  
COLOR PERSPECTIVES

COLOR PERSPECTIVES

REVISIONS:  
8-11-20 INITIAL SCHEME  
9-12-20 SCHEMATIC  
11-10-20 SCHEME TWO  
11-24-20 SCHEME THREE  
12-15-20 DR PROGRESS SET  
12-17-20 DR PROGRESS SET  
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1-15-2021- DESIGN REVIEW SET  
1-18-2021- DESIGN REVIEW SET

ISSUE:  
1-18-2021  
2004  
A2



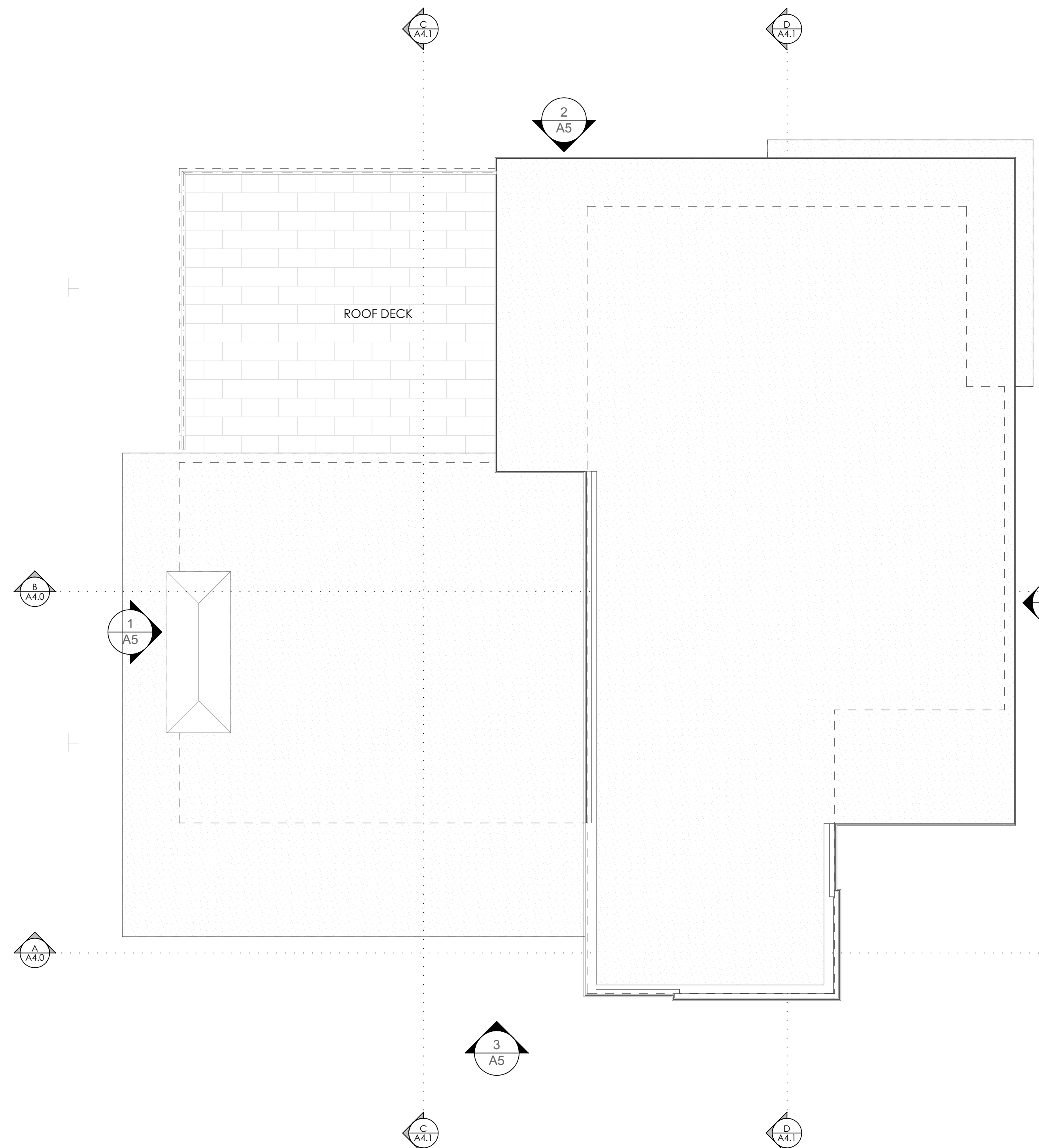
DESIGN REVIEW SET (1/18/21)

WESTCLIFF TOWNHOMES  
106 REMBER STREET KETCHUM IDAHO 83340  
FLOOR PLANS

- REVISIONS:
- 8-11-20 INITIAL SCHEME
  - 9-12-20 SCHEMATIC
  - 11-10-20 SCHEME TWO
  - 11-24-20 SCHEME THREE
  - 12-15-20 DR PROGRESS SET
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  - 1-15-2021 DESIGN REVIEW SET
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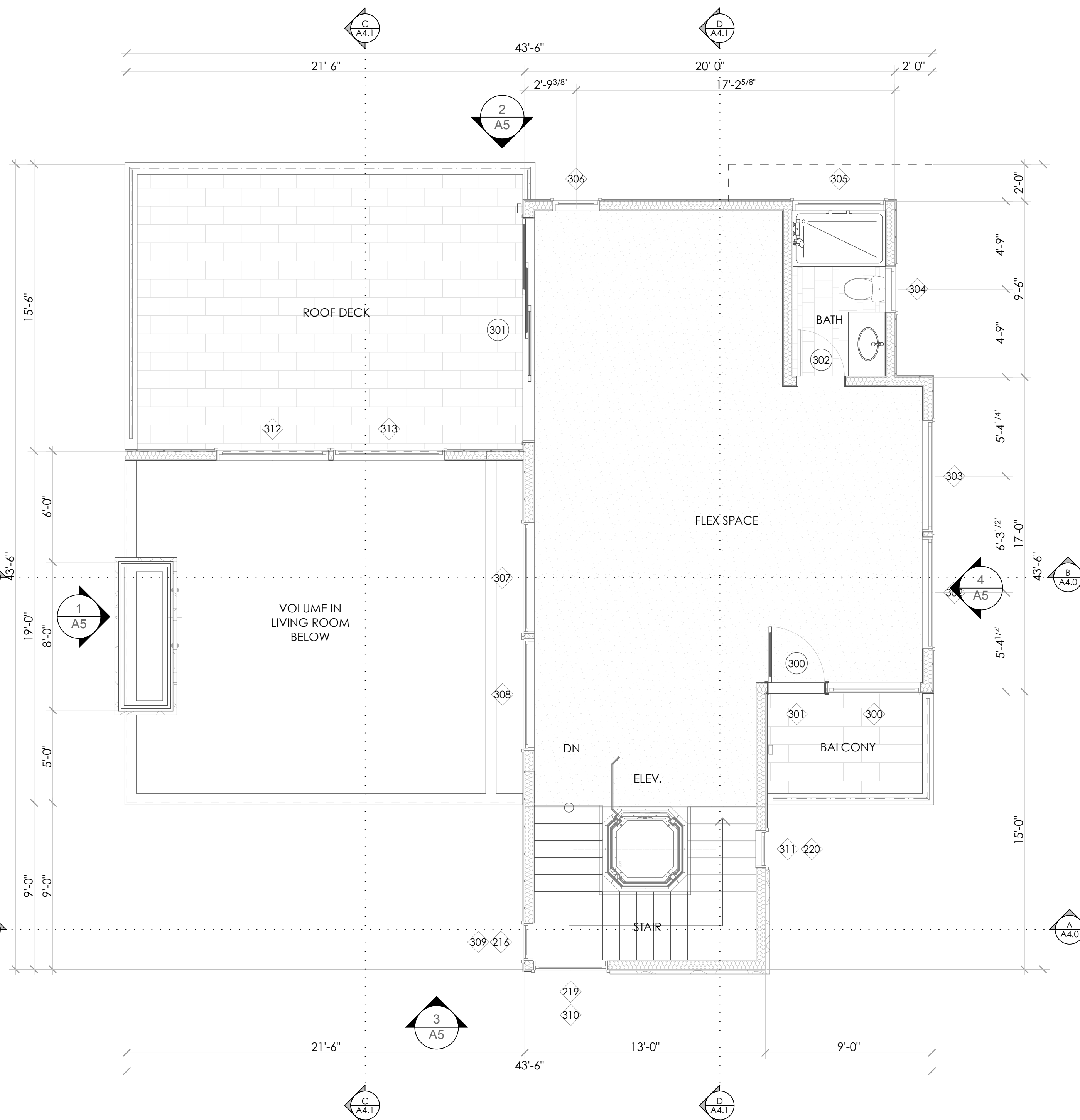
FLOOR PLANS

ISSUE:  
1-18-2021  
2004  
A3



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

2



THIRD LEVEL FLOOR PLAN  
SCALE: 1/4" = 1'-0"

1

DESIGN REVIEW SET (1/18/21)

WESTCLIFF TOWNHOMES  
106 REMBER STREET KETCHUM IDAHO 83340  
FLOOR / ROOF PLANS

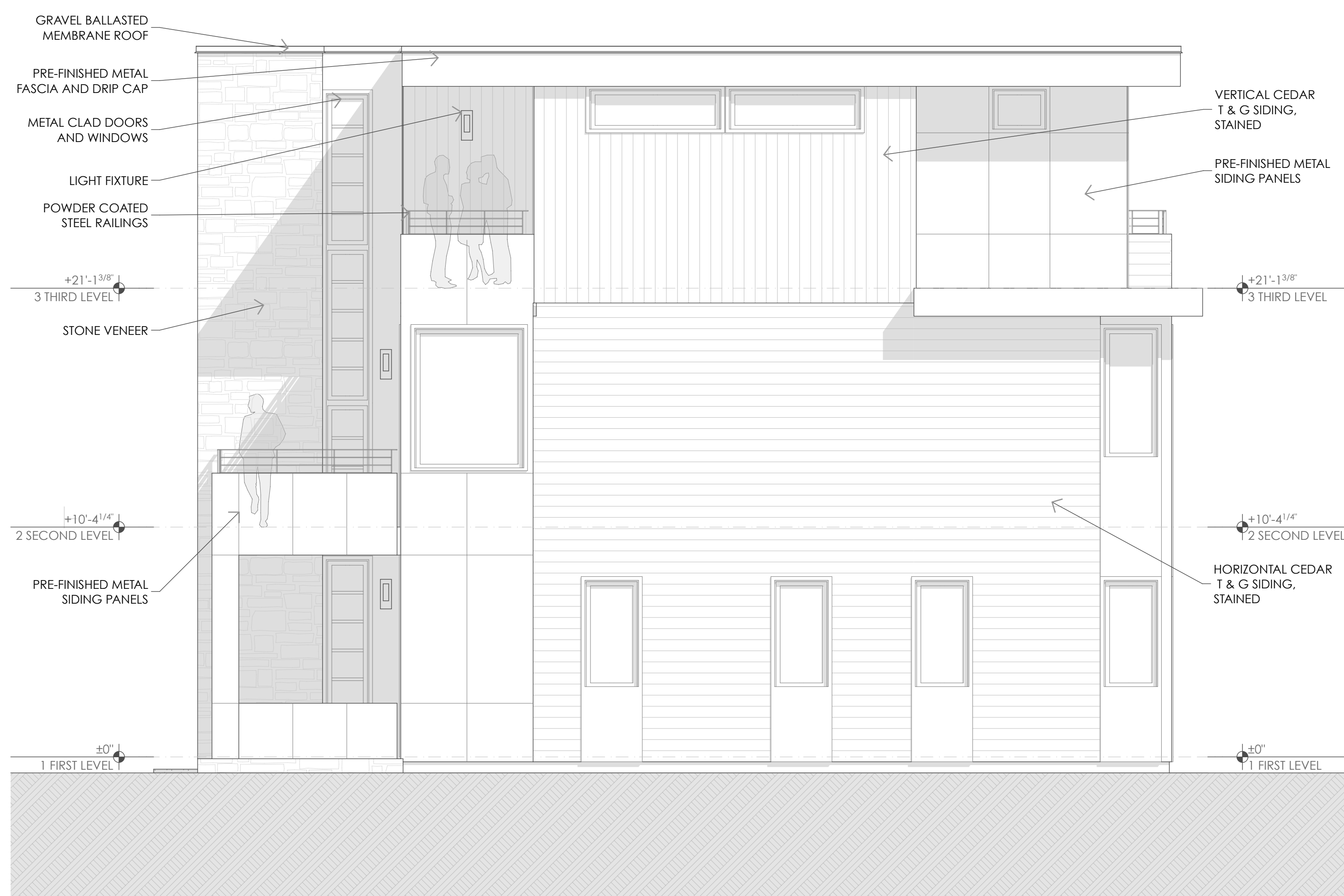
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  - 1-18-2021 DESIGN REVIEW SET

ISSUE:  
1-18-2021

2004

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FLOOR / ROOF PLANS



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



REAR ELEVATION ②  
SCALE: 1/4" = 1'-0"



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



FRONT ELEVATION ③  
SCALE: 1/4" = 1'-0"

DESIGN REVIEW SET (1/18/21)

WESTCLIFF TOWNHOMES  
106 REMBER STREET KETCHUM IDAHO 83340  
BUILDING ELEVATIONS

REVISIONS:  
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11-24-20 SCHEME THREE  
12-15-20 DR PROGRESS SET  
12-17-20 DR PROGRESS SET  
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1-15-2021- DESIGN REVIEW SET  
1-18-2021- DESIGN REVIEW SET

ISSUE:  
1-18-2021

2004

A5

BUILDING ELEVATIONS



DESIGN REVIEW SET (1/18/21)

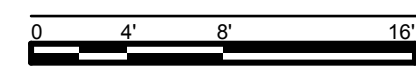
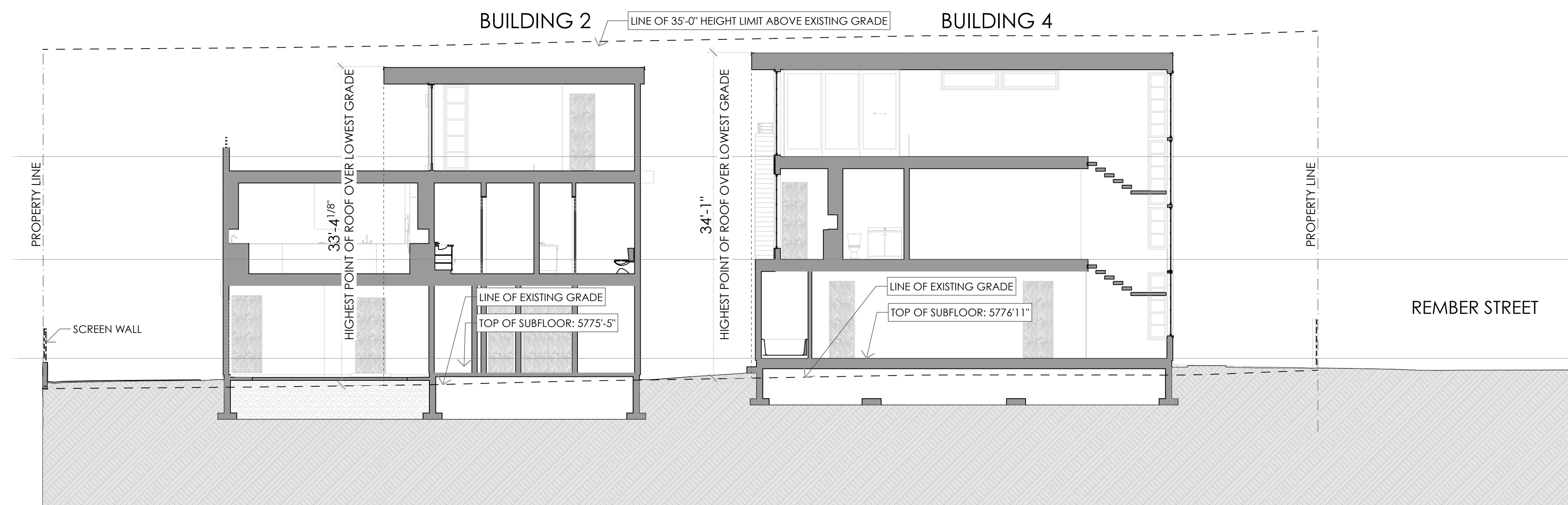
WESTCLIFF TOWNHOMES  
106 REMBER STREET KETCHUM IDAHO 83340  
BUILDING ELEVATIONS

REVISIONS:  
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12-15-20 DR PROGRESS SET  
12-17-20 DR PROGRESS SET  
12-31-20 DR PROGRESS SET  
1-15-2021- DESIGN REVIEW SET  
1-18-2021- DESIGN REVIEW SET

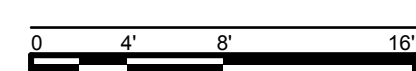
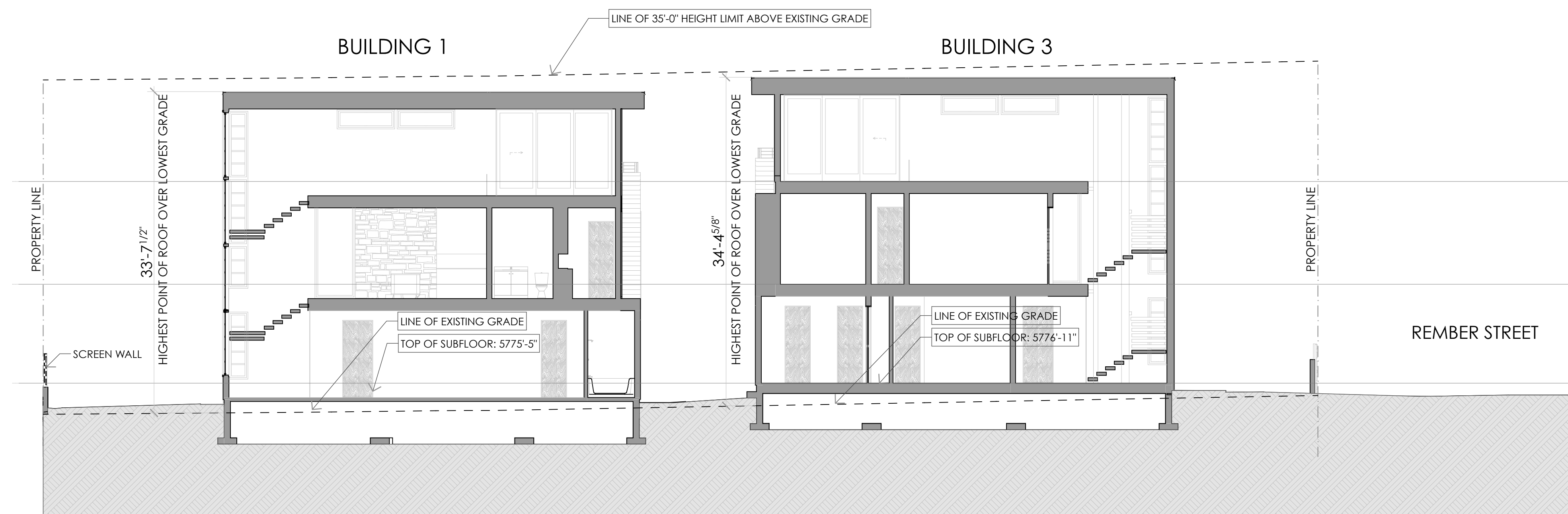
BUILDING ELEVATIONS

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2004  
A6





SECTION 2  
SCALE: 1/8" = 1'-0" ②



SECTION 1  
SCALE: 1/8" = 1'-0" ①

DESIGN REVIEW SET (1/18/21)

WESTCLIFF TOWNHOMES  
106 REMBER STREET KETCHUM IDAHO 83340  
BUILDING SECTIONS

BUILDING SECTIONS

REVISIONS:  
8-11-20 INITIAL SCHEME  
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12-15-20 DR PROGRESS SET  
12-17-20 DR PROGRESS SET  
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1-18-2021 DESIGN REVIEW SET

ISSUE:  
1-18-2021  
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A7



**Hinkley 1648SK-LED**  
**Atlantis LED 16 inch Satin Black Outdoor Wall Mount, Medium**  
 Atlantis features a minimalist design for the ultimate in urban sophistication. Constructed of solid aluminum and Dark Sky compliant, Atlantis provides a chic solution to eco-conscious homeowners.



**Brand Information**

- Brand: Hinkley
- Collection: Atlantis
- SKU: 1648SK-LED
- UPC: 00640665164879

**Dimensions and Weight**

- Length: 3.50 in.
- Width: 6.00 in.
- Height: 16.00 in.
- Extension/Depth: 3.50 in.
- Backplate/Canopy Width: 4.50 in.
- Backplate/Canopy Length: 4.50 in.
- Height from Center of Wall Opening: 13.75 in.
- Weight: 4.00 lb.

**Other Specifications**

- Ships Via: Ground ( FREE SHIPPING )
- Warranty: General Hinkley Warranty Statement, LED components - Integrated, Outdoor - Finish

**Additional Details**

- Install Sloped Ceiling: NO
- Diffuser: NO
- Combo Mount: NO
- Heavy Fixture: NO

**Design Information**

- Category: Outdoor Wall Lights
- Finish: Satin Black
- Glass: Etched Glass Lens
- Material: Extruded Aluminum

**Bulb Information**

- Bulbs Included: Yes
- Bulb Category: LED
- Primary Bulb(s): x 11.00 watts
- Color Temperature: 3000K
- Color Rendering Index: 96.0000
- Total Lumens: 900
- Additional Bulb Details: Incandescent Equivalency: 1-35w & 1-50w

**Product Rating**

- Voltage: 120V
- Outdoor Rating: Suitable for Damp Locations
- Safety Rating: C-US Wet Rated
- Dark-Sky Approved
- ADA Approved
- Title 24 Approved

**Documents**

- Spec Sheet: 1648SK-LED.pdf
- Install Sheet: 1648LED.pdf
- Hinkley Lighting Limited Warranty: Hinkley Lighting Warranty.pdf

EXTERIOR SURFACE MOUNT LIGHT FIXTURE

**WINDOW CLADDING, FLASHING, METAL PANEL SIDING- DARK BRONZE**

**CEDAR WOOD SIDING STAIN: CABBOT -THRUSH, SEMI TRANS**

**STONE VENEER- TUMBLED CHIEF CLIFF**

PROJECT MATERIALS COLOR BOARD

DESIGN REVIEW SET (1/18/21)






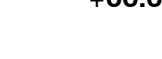




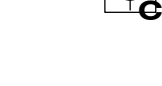
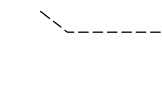
WESTCLIFF TOWNHOMES  
 106 REMBER STREET KETCHUM IDAHO 83340  
 COLOR BOARD

COLOR BOARD



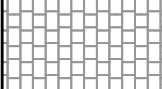
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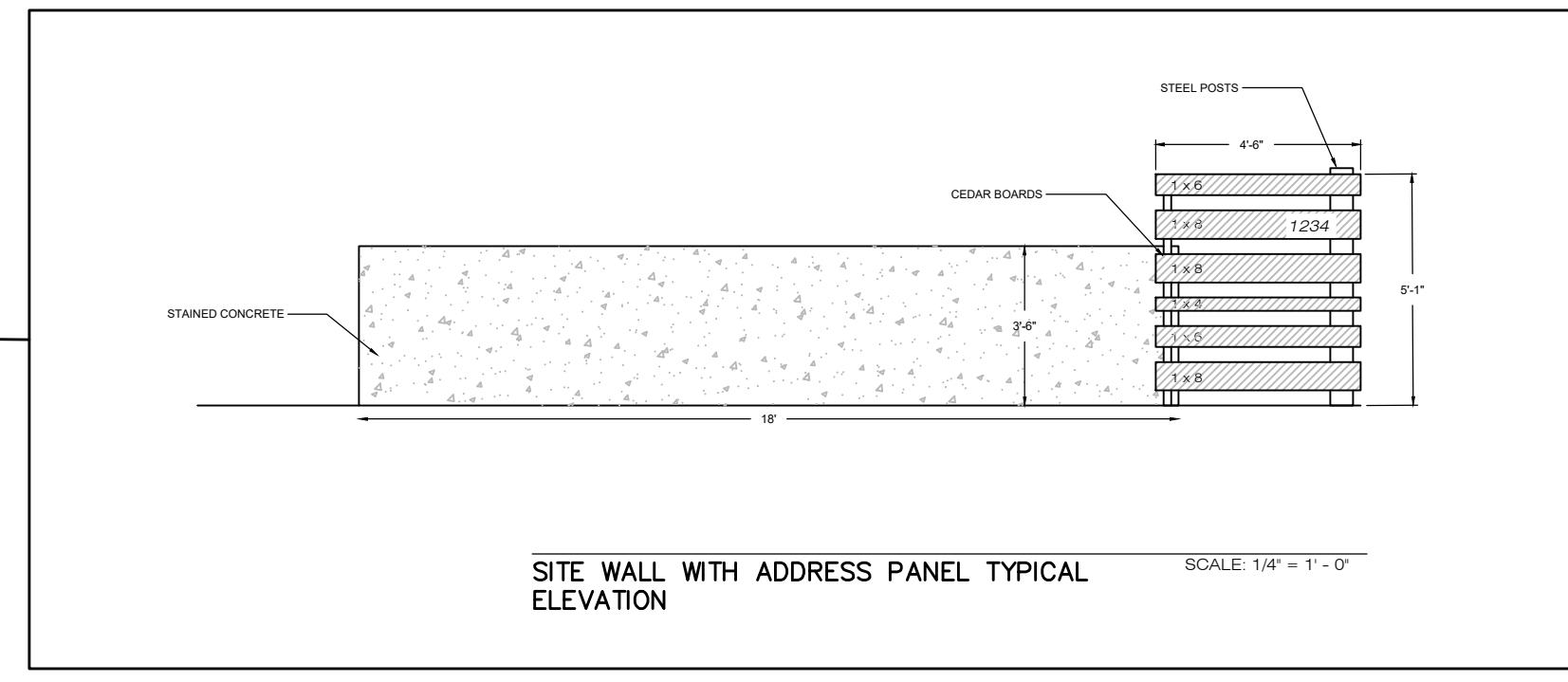
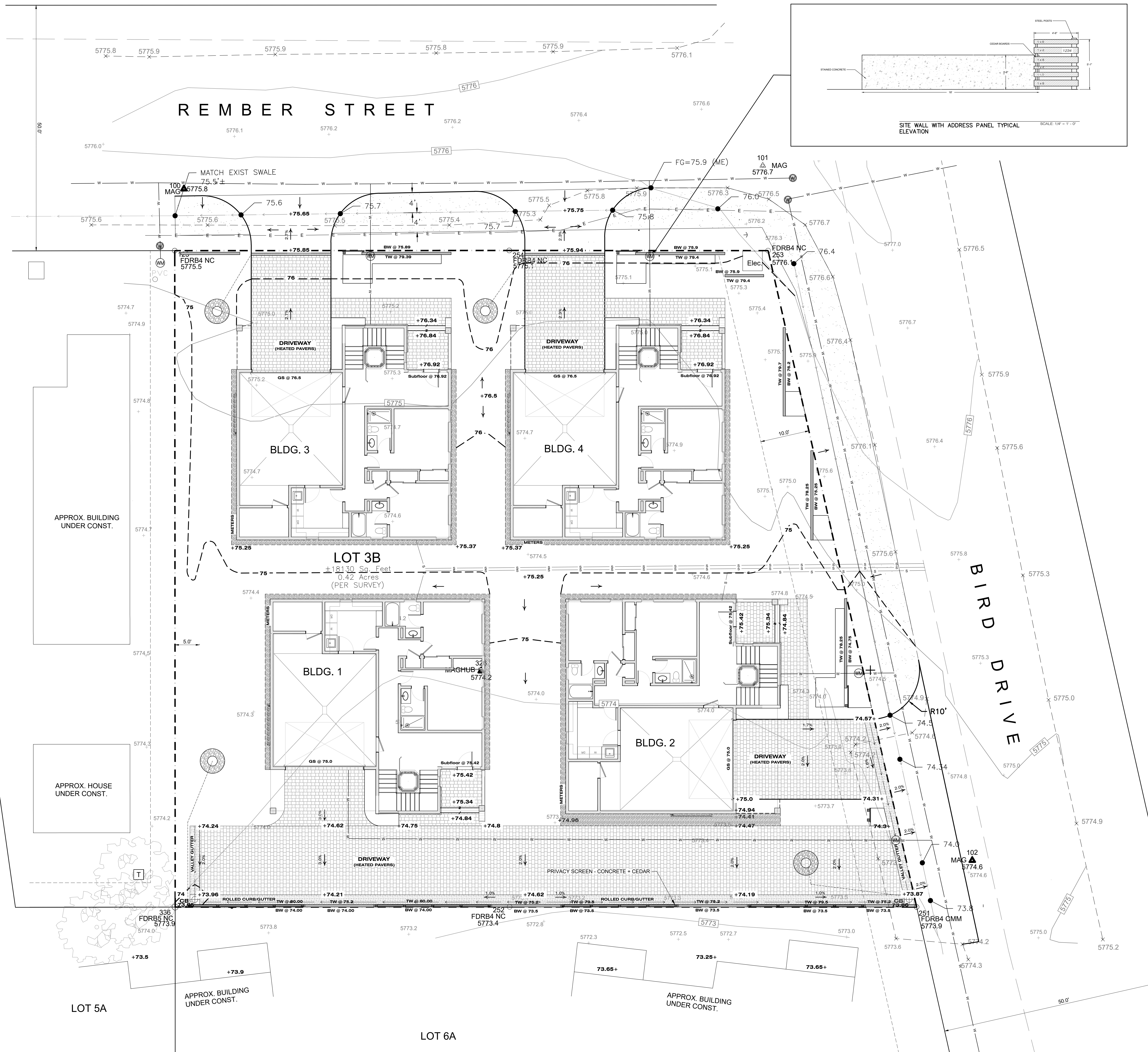
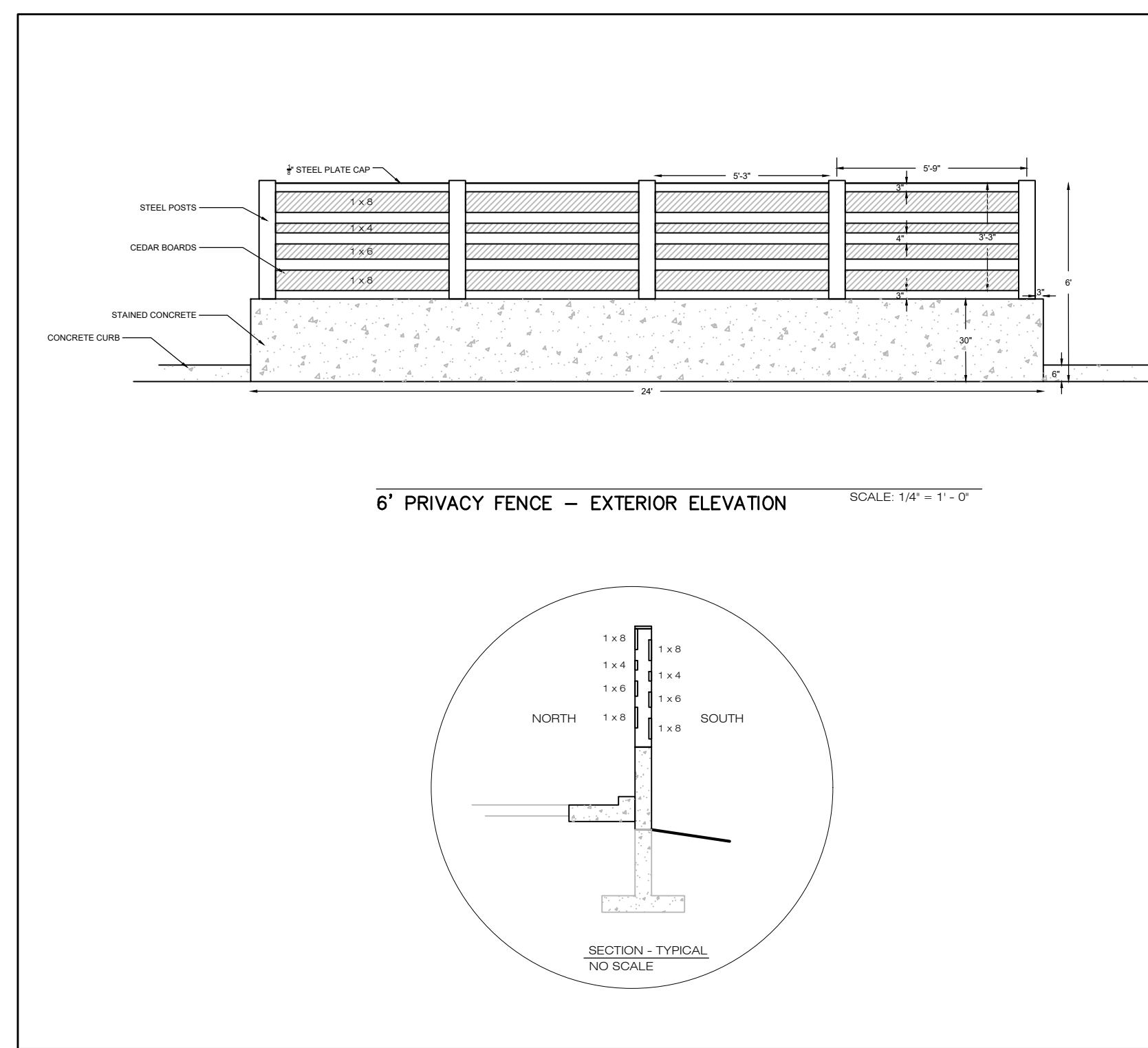
ISSUE:  
 1-18-2021  
 2004  
 A8

**GRADING + DRAINAGE LEGEND**

-  EXISTING CONTOURS
-  PROPOSED CONTOURS
-  SPOT ELEVATION - EXISTING GRADE
-  FINISH FLOOR ELEVATION
-  GARAGE SLAB ELEVATION
-  SPOT ELEVATION - FINISH GRADE
-  TOP OF WALL ELEVATION
-  BOTTOM OF WALL ELEVATION
-  DIRECTION OF DRAINAGE
-  DRYWELL - 4 @ 24"  
Refer to Geotech/Civil plans and specifications
-  CATCHBASIN - 2 @ 24"  
Tie into drywells or foundation drainage system  
Refer to Geotech/Civil plans and specifications
-  4\" data-bbox="55 335 75 350"/> CHANNEL DRAIN  
NDS CHANNEL TRENCH DRAIN  
IRON AGE DESIGN'S DECORATIVE GRATE  
REGULAR JOE 6\" data-bbox="55 365 75 380"/> CONCRETE VALLEY GUTTER  
Direct to catch basins/drywells.

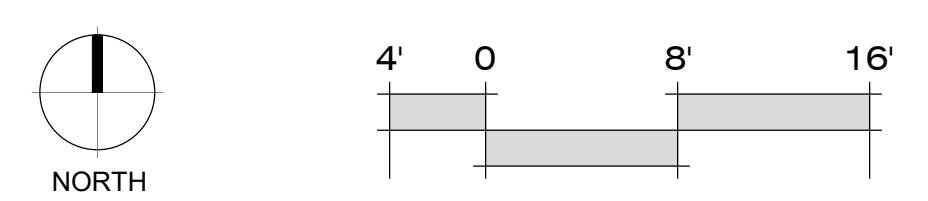
**HARDSCAPES**

-  CONCRETE SITE WALLS  
Architectural Concrete - Color TBD
-  STEEL EDGING AND GRAVEL APRON  
1/2\" data-bbox="55 495 75 510"/> UPPER TERRACE PAVERS (not shown)  
ABBOTSFORD TEXADA CHARCOAL  
12X24 STACKED BOND - PEDESTAL SET
-  DRIVEWAY PAVERS  
ABBOTSFORD CLASSIC STANDARD CALIFORNIA CHARCOAL  
6X12 RUNNING BOND PATTERN - SAND SET



- GRADING + DRAINAGE NOTES:**
1. ALL SITE INFORMATION IS APPROXIMATE ONLY. REFER TO CIVIL ENGINEERING DRAWINGS FOR ADDITIONAL INFORMATION.
  2. ALL ELEVATIONS TO BE FIELD VERIFIED ACCORDINGLY.
  3. 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.
  4. PROPOSED WORK TO INCORPORATE ALL APPLICABLE BEST MANAGEMENT PRACTICES (BMP'S) TO PROTECT RESOURCE VALUES AND TO ENSURE COMPLIANCE WITH LOCAL, STATE AND FEDERAL REGULATORY REQUIREMENTS AND WATER QUALITY STANDARDS.
  5. SILT FENCE TO BE INSTALLED ALONG MHV AND RIPARIAN SETBACK PRIOR TO EXCAVATION WORK.
  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.
  9. ALL DRAINAGE WITHIN THE PROJECT BOUNDARIES TO BE COLLECTED ON-SITE OR DIRECTED TO EXISTING DRAINAGE PATTERNS AS DEPICTED ON THE GRADING PLAN AND/OR CIVIL ENGINEERING DRAWINGS. NO ADDITIONAL DRAINAGE TO BE DIRECTED ONTO NEIGHBORING PROPERTIES.

**GRADING PLAN**  
SCALE: 1/8" = 1' - 0"

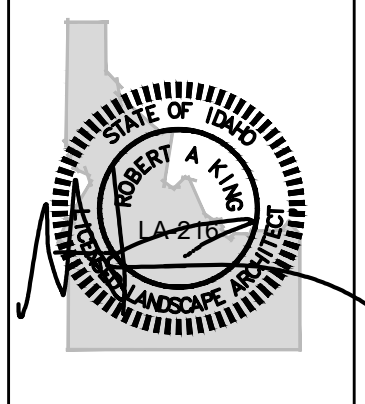


**WESTCLIFF TOWNHOMES**  
BAVARIAN VILLAGE LOTS 3A + 4A  
BIRD DRIVE + REMBER STREET  
KETCHUM, IDAHO

DATE: 1/15/2021  
DESIGN REVIEW

GRADING PLAN  
**L-2.0**

LANDWORK STUDIO LLC  
LANDSCAPE ARCHITECTURE + DESIGN  
110 8TH STREET SUITE 100  
PO BOX 2831 KETCHUM IDAHO 83701  
208.726.8331 WWW.LANDWORKSTUDIO.COM



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**PLANT LEGEND**

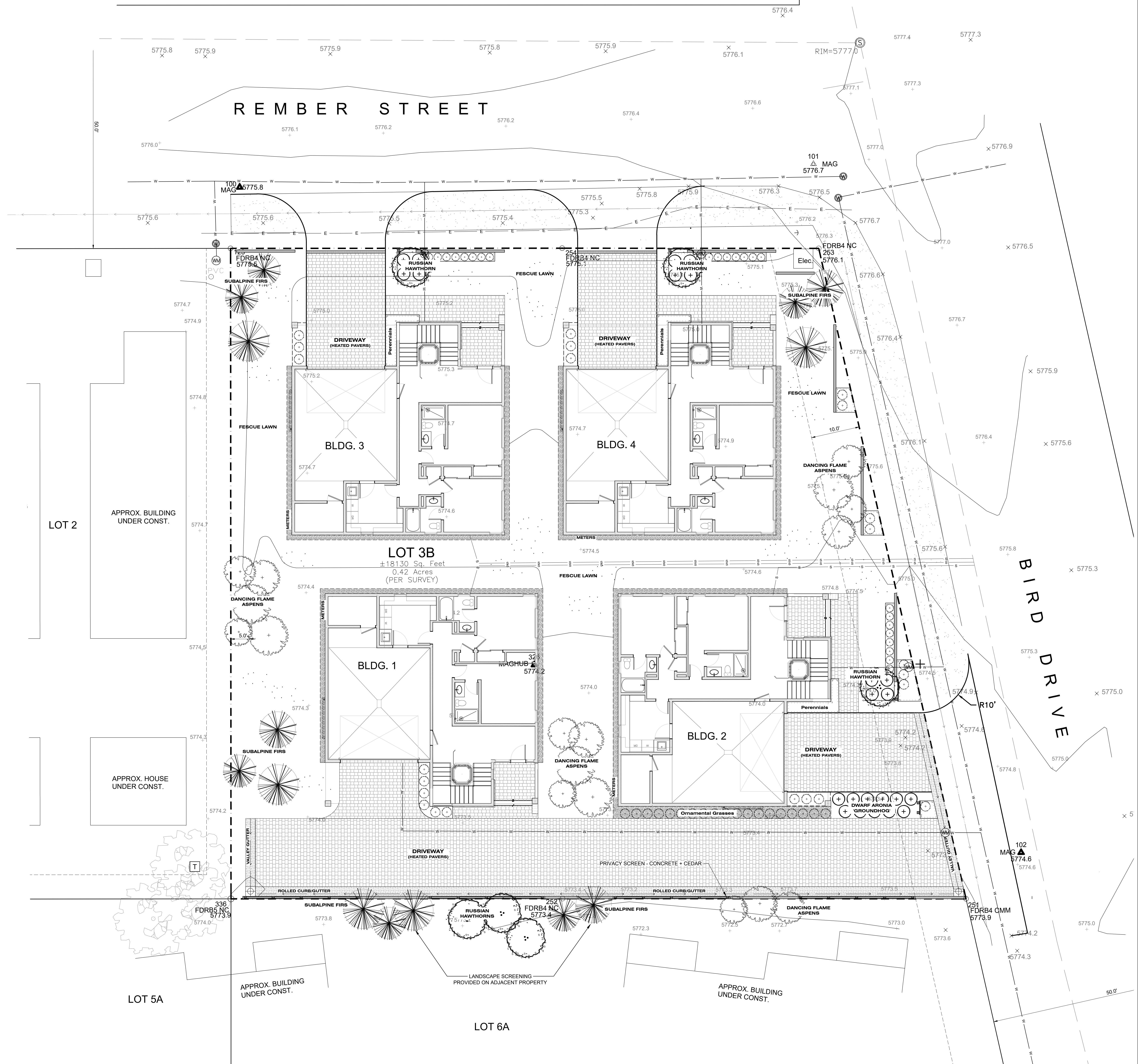
	<b>14 EVERGREEN TREES</b>
2 @ 10'	SUBALPINE FIR, <i>Abies lasiocarpa</i>
4 @ 12'	
5 @ 14'	
3 @ 16'	
	<b>23 DECIDUOUS TREES</b>
6 @ 8'+8"	RUSSIAN HAWTHORN, <i>Crataegus ambigua</i>
6 @ 2'	QUAKING ASPEN 'DANCING FLAME', <i>Populus tremuloides</i>
6 @ 3'	
5 @ 4'	
	<b>25 SHRUBS</b>
13 @ 5 GAL.	DWARF CHOKEBERRY, <i>Aronia melanocarpa</i> 'Groundhog'
12 @ 5 GAL.	PAWNEE BUTTES CHERRY, <i>Prunus besseyi</i> 'Pawnee Buttes'
	<b>66 ORNAMENTAL GRASSES</b>
66 @ 1 GAL.	VARIETIES TBD
	<b>5,700 SF LAWN - FESCUE SOD</b>
	FINE FESCUE MIX (OR EQUIVALENT)
	<b>140 sf PLANTING BEDS</b>
1 gal @ 18" O.C.	PERENNIALS + GROUNDCOVERS
	Beds Prepared with Planting Mix Consisting of 50% Compost/50% Top-Soil, and APEX Fertilizer or similar - Per Manufacturers Specified Application Rates.

**SNOW REMOVAL/STORAGE**

1. DRIVEWAYS AND ENTRY WALKS TO BE SNOWMELTED.

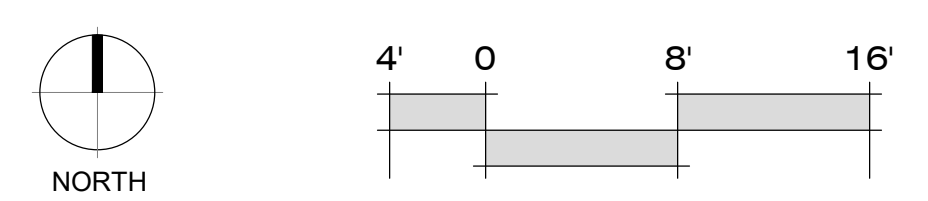
**LANDSCAPE + PLANTING NOTES**

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



**LANDSCAPE PLAN**

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

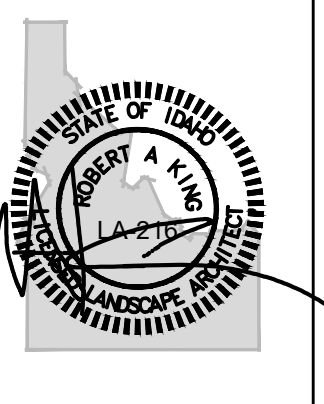


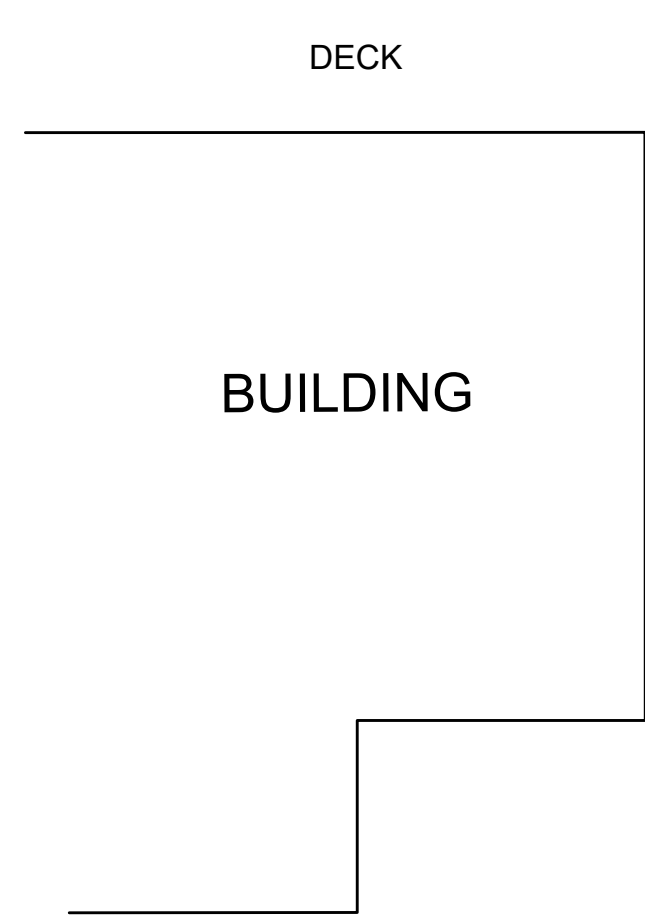
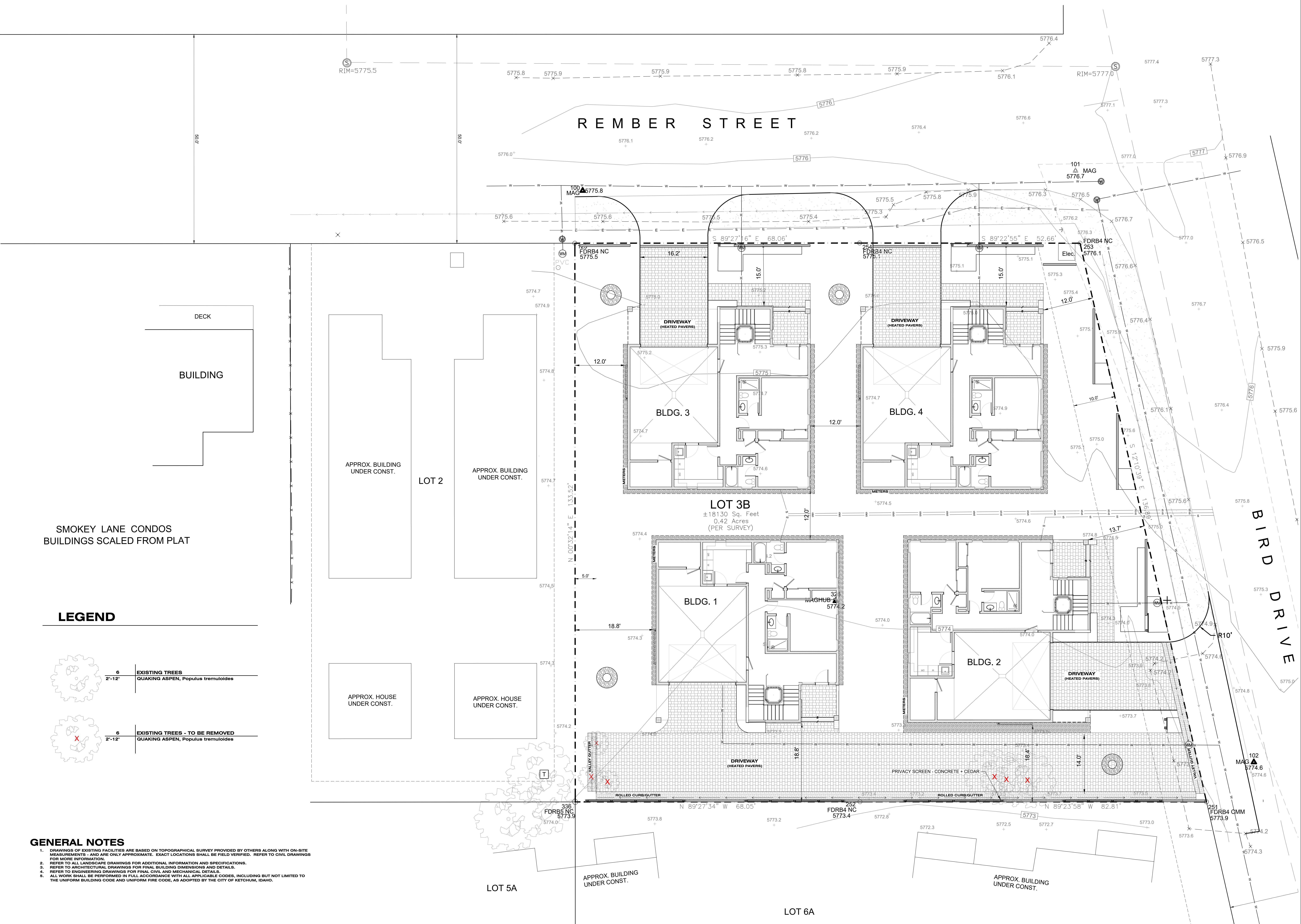
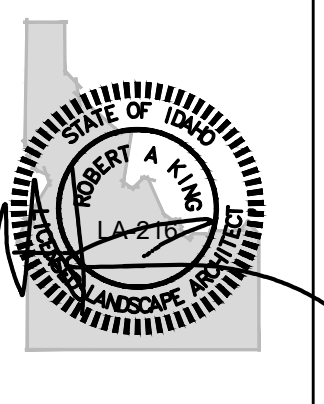
**WESTCLIFF TOWNHOMES**  
 BAVARIAN VILLAGE LOTS 3A + 4A  
 BIRD DRIVE + REMBER STREET  
 KETCHUM, IDAHO

DATE: 1/15/2020  
 DESIGN REVIEW

LANDSCAPE PLAN  
**L-3.0**

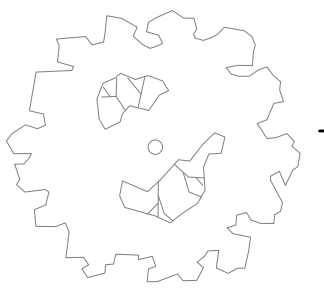
LANDWORK STUDIO LLC  
 LANDSCAPE ARCHITECTURE + DESIGN  
 110 8TH STREET SUITE 100  
 BOISE, IDAHO 83702  
 208.726.8331 WWW.LANDWORKSTUDIO.COM

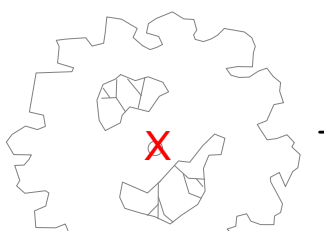




SMOKEY LANE CONDOS  
 BUILDINGS SCALED FROM PLAT

**LEGEND**

- 

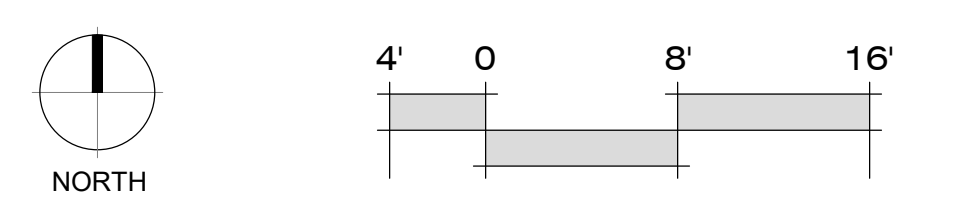
 6  
 2'-12'  
 EXISTING TREES  
 QUAKING ASPEN, Populus tremuloides
- 

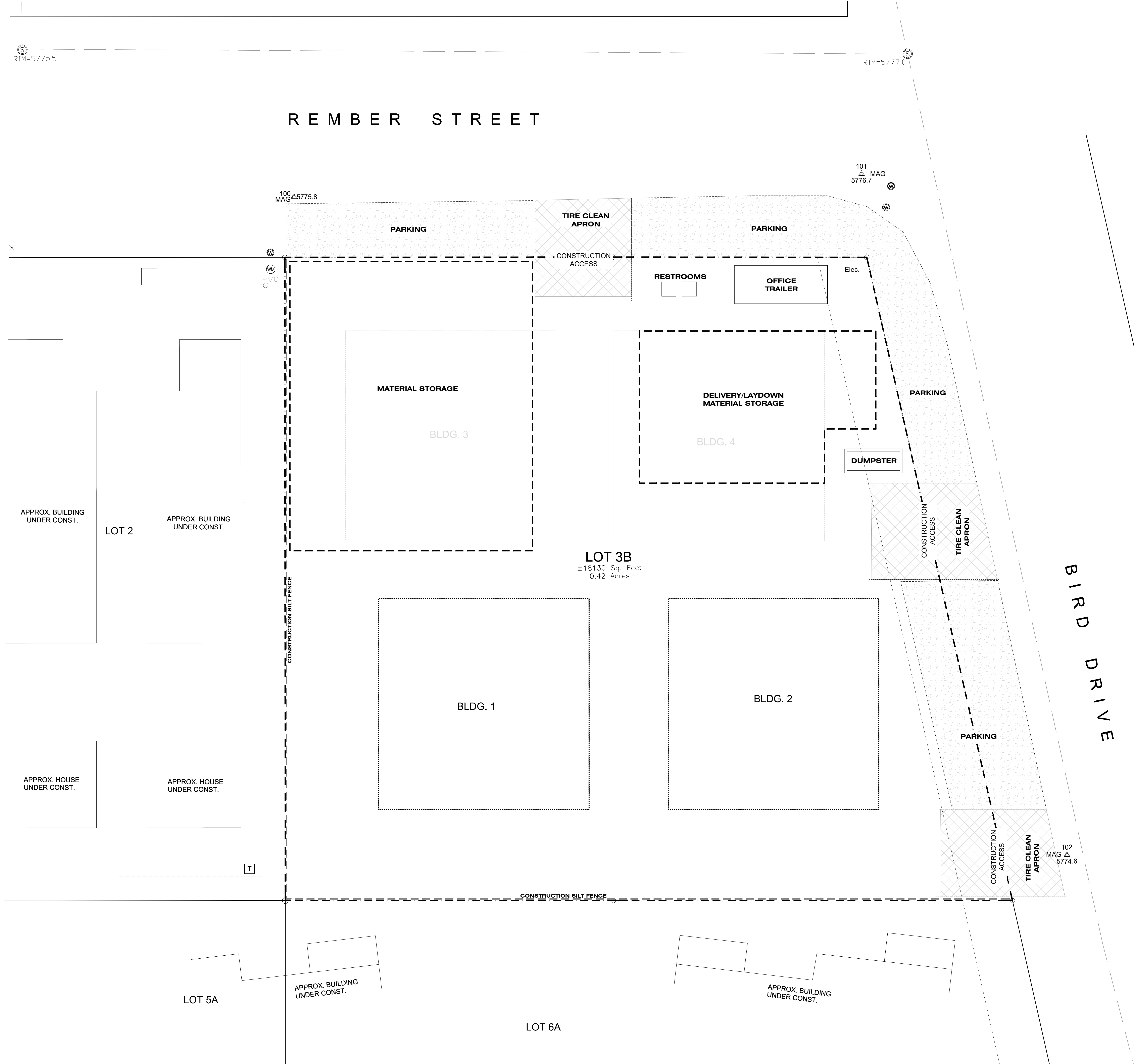
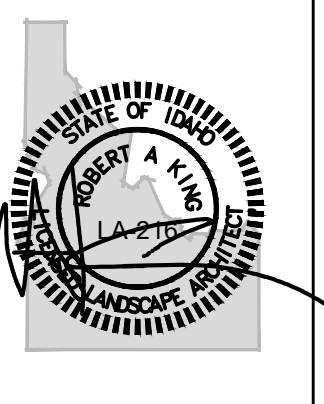
 6  
 2'-12'  
 EXISTING TREES - TO BE REMOVED  
 QUAKING ASPEN, Populus tremuloides

**GENERAL NOTES**

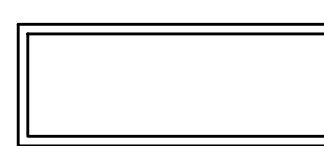
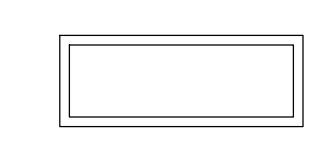
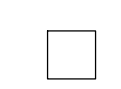
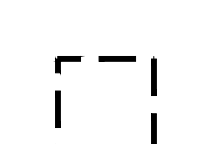
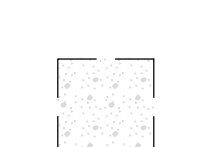
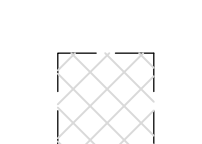

1. DRAWINGS OF EXISTING FACILITIES ARE BASED ON TOPOGRAPHICAL SURVEY PROVIDED BY OTHERS ALONG WITH ON-SITE MEASUREMENTS - AND ARE ONLY APPROXIMATE. EXACT LOCATIONS SHALL BE FIELD VERIFIED. REFER TO CIVIL DRAWINGS FOR MORE INFORMATION.
2. REFER TO ALL LANDSCAPE DRAWINGS FOR ADDITIONAL INFORMATION AND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

**SITE PLAN**  
 SCALE: 1/8" = 1' - 0"

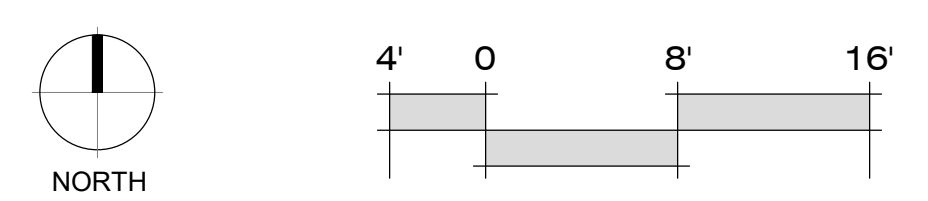




**LEGEND**

-  OFFICE TRAILER
-  DUMPSTER
-  RESTROOMS
-  MATERIAL DELIVERY/STORAGE
-  PARKING
-  TIRE CLEAN APRON
-  CONSTRUCTION SILT FENCE

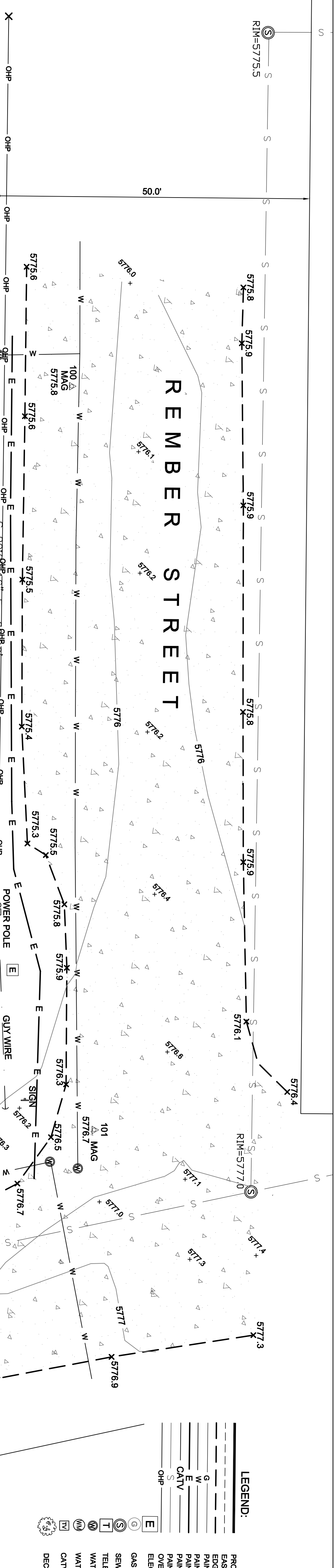
**CONSTRUCTION MANAGEMENT PLAN - PHASE 1**  
 SCALE: 1/8" = 1'-0"



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

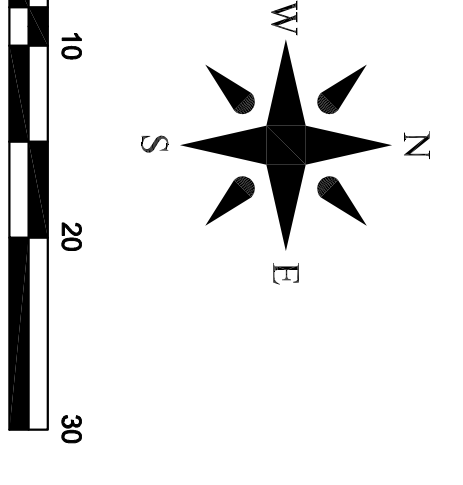
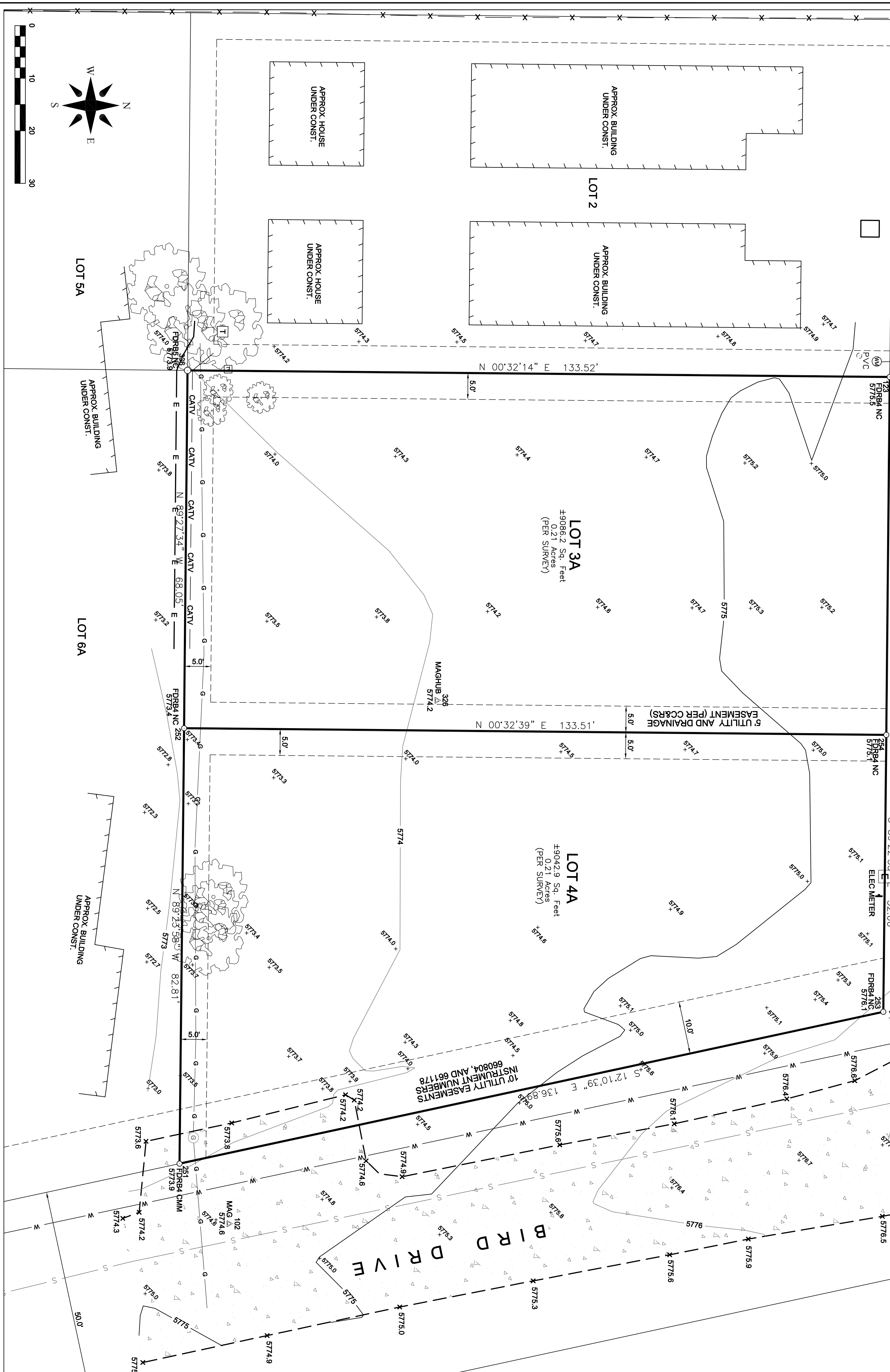
5775.3  
5775.4  
5775.5  
5775.6  
5775.7  
5775.8  
5775.9  
5776.0

# REMBER STREET



**LEGEND:**

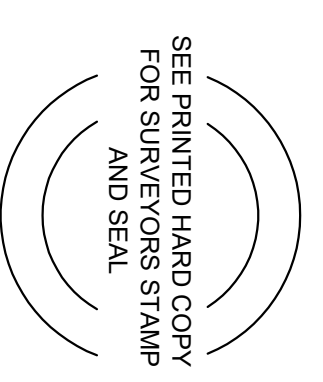
---	PROPERTY LINE AS SHOWN
---	ESBMENT LINE
---	PAINTED GAS LINE
---	PAINTED WATER LINE (SEE NOTE 11)
---	PAINTED SEWER LINE (SEE NOTE 11)
---	PAINTED CATV LINE
---	PAINTED POWER LINES
---	OPENED POWER LINES
---	ELECTRIC BOX
---	GAS MARKER
---	SEWER MANHOLE
---	TELECOM BOX
---	WATER VALVE
---	WATER METER
---	CATV BOX
---	DEBRUSH TREE



## NOTES

- GENERAL RESTRICTIONS & TITLE INFORMATION: THIS DRAWING IS A SURVEY AND SHALL BE USED FOR CONTROL PURPOSES ONLY. MARKED AND VISIBLE UTILITIES IN RELATION TO THE PLATTED LOT LINES AND EASEMENTS ARE SHOWN.
- THIS MAP WAS PREPARED FOR THE EXPRESS USE OF THE CLIENT AND IS NOT TRANSFERABLE TO OTHERS WITHOUT WRITTEN CONSENT.
- A TITLE POLICY HAS NOT BEEN SUBMITTED TO BENCHMARK ASSOCIATES, NOR HAS A TITLE SEARCH BEEN REQUESTED. CERTAIN INFORMATION CONTAINED HEREIN MAY NOT APPEAR ON THIS MAP OR MAY APPEAR THEREIN WITHOUT BEING SHOWN ON THIS MAP.
- ELECTRONIC DATA: BENCHMARK ASSOCIATES ACCEPTS NO RESPONSIBILITY OR LIABILITY FOR THE REUSE, DISTRIBUTION OR ACCURACY OF DATA OBTAINED ON ELECTRONIC COPIES OF THIS DRAWING. THE STAMPED HARD COPY OF THIS DRAWING IS THE FINAL PRODUCT.
- THIS DRAWING IS VALID FOR 2 YEARS AND NO FURTHER COPIES OR DIGITAL FILES WILL BE TRANSMITTED.
- EASEMENTS, ENCUMBRANCES AND RESTRICTIONS: BUILDING AREA: THE ORIGINAL PLAT DOES NOT SHOW BUILDING ENVELOPE, SETBACK AND FOOTPRINT REQUIREMENTS PER CURRENT CITY OF KETCHUM ORDINANCES. ANY VARIATION FROM PLAT IS RECOMMENDED THAT SAID BUILDING ENVELOPE, SETBACK AND FOOTPRINT REQUIREMENTS BE OBTAINED FROM THE CITY OF KETCHUM.
- GENERAL RESTRICTIONS: EXCEPT AS SPECIFICALLY STATED OR SHOWN ON THIS MAP, THIS SURVEY DOES NOT PURPORT TO REFLECT ANY OF THE FOLLOWING WHICH MAY APPLICABLE TO THE SUBJECT OF REAL ESTATE: EASEMENTS, OTHER THAN THOSE SHOWN OR LISTED HEREON, BUILDING SETBACK LINES, RESTRICTIVE COVENANTS, SUBDIVISION RESTRICTIONS, ZONING, WETLANDS, AVIATION, ANY OTHER LAND-USE REGULATIONS OR STORMWATER PLAN. IF SOIL DISTURBANCE, CLEARING, GRADING AND/OR EXCAVATION OF ONE (1) ACRE OR MORE IS TO TAKE PLACE A FEDERAL GENERAL CONSTRUCTION PERMIT, INCLUDING A STORM WATER POLLUTION PREVENTION PLAN (SWPPP), MUST BE PREPARED AND SUBMITTED TO AND APPROVED BY THE U.S. ENVIRONMENTAL PROTECTION AGENCY PRIOR TO ANY SITE DISTURBANCE.
- SURVEY AND SITE FEATURES: BASIS OF BEARINGS IS IDAHO STATE PLANE COORDINATE SYSTEM, NAD83. CENTRAL ZONE AS DERIVED BY GPS OBSERVATIONS, BOUNDARY LINES AND CERTAIN EASEMENTS SHOWN HEREON ARE PER PLAT. REFER TO PLAT & CC&RS FOR CONDITIONS AND/OR RESTRICTIONS REGARDING THIS PROPERTY. ALL EASEMENTS SHOWN ARE THE GROUND STRIPES IN U.S. SURVEY FEET.
- EXISTING UTILITIES: UTILITIES SHOWN ON THIS MAP ARE BASED ON FIELD DATA AND RECORD MAPS. LOCATIONS OF UTILITIES AND DEPTH PIPES, IF SHOWN HEREON, ARE PER SURFACE EVIDENCE ONLY. OTHER UNDERGROUND UTILITIES MAY EXIST. LOCATION OF UNDERGROUND UTILITIES AND SERVICES SHOULD BE CONFIRMED PRIOR TO EXCAVATION OR DESIGN. WATER AND SEWER LINES ARE PER FOUND VALVES AND MANHOLES AND RECORD MAPS. AND MANHOLES AND RECORD MAPS. OTHER FEATURES NOTED: SPRINKLER HEADS AND IRRIGATION LINES ARE NOT SHOWN HEREON.
- TREE LOCATIONS AND DHP LINES: IF SHOWN HEREON ARE APPROXIMATE ORTHOPHOTOGRAHY, PHOTO RECTIFIED AT GROUND LEVEL. ONLY IMAGES OF OBJECTS ABOVE GROUND LEVEL (TREES, BUILDINGS, POWER POLES, ETC.) MAY BE DISPLAYED. DATE OF PHOTOGRAPHY: JUNE 2015. PLEASE USE VEGETATION AND DHP LINES TO DETERMINE TREE LOCATION BY ONE HALF THE HEIGHT OF THE VEGETATION.
- MAP SCALE: DUE TO ELECTRONIC MAP DELIVERY AND ALTERNATE PRINTING METHODS, PLEASE USE BAR SCALE TO DETERMINE ACTUAL PRINTED SCALE.
- FEATURES OBTAINED BY DEBRIS, SNOW OR VEHICLES AT THE TIME OF SURVEY, DO NOT APPEAR ON THIS MAP.

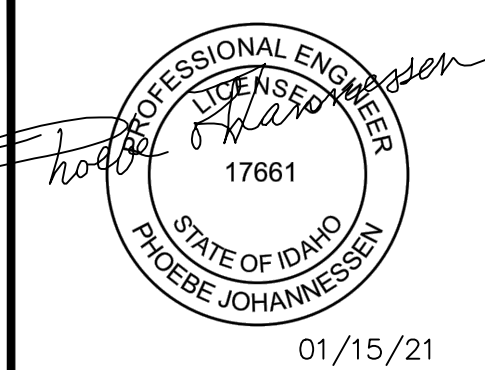
PREPARED BY:  
 BENCHMARK ASSOCIATES, P.A.  
 P.O. BOX 733 - 100 BELL DRIVE, KETCHUM, IDAHO 83340  
 PHONE: (208)726-9512 FAX: (208)726-9514  
 WEB: <http://benchmark-associates.com/>  
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**BAVARIAN VILLAGE**  
 LOTS 3A & 4A  
 LOCATED WITHIN  
 SECTION 13, TOWNSHIP 4 NORTH, RANGE 17 EAST, B.M.,  
 CITY OF KETCHUM, BLAINE COUNTY, IDAHO

PREPARED FOR: PB INVESTMENTS  
 PROJECT NO: 20097  
 DWG BY: DWS  
 CRD: 20097 CRD  
 DATE OF SURVEY: 7/31/2020  
 20097 TOPODWG  
 SHEET: 1 OF 1

DRAFT—NOT FOR CONSTRUCTION

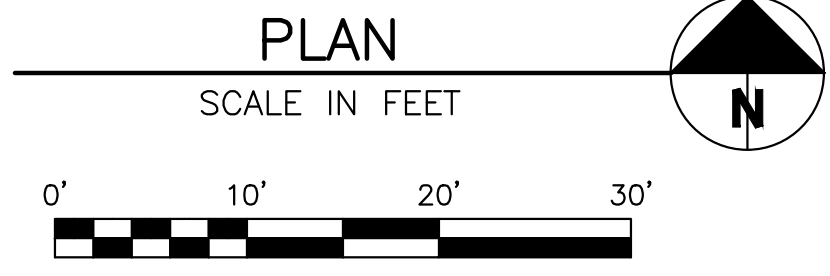
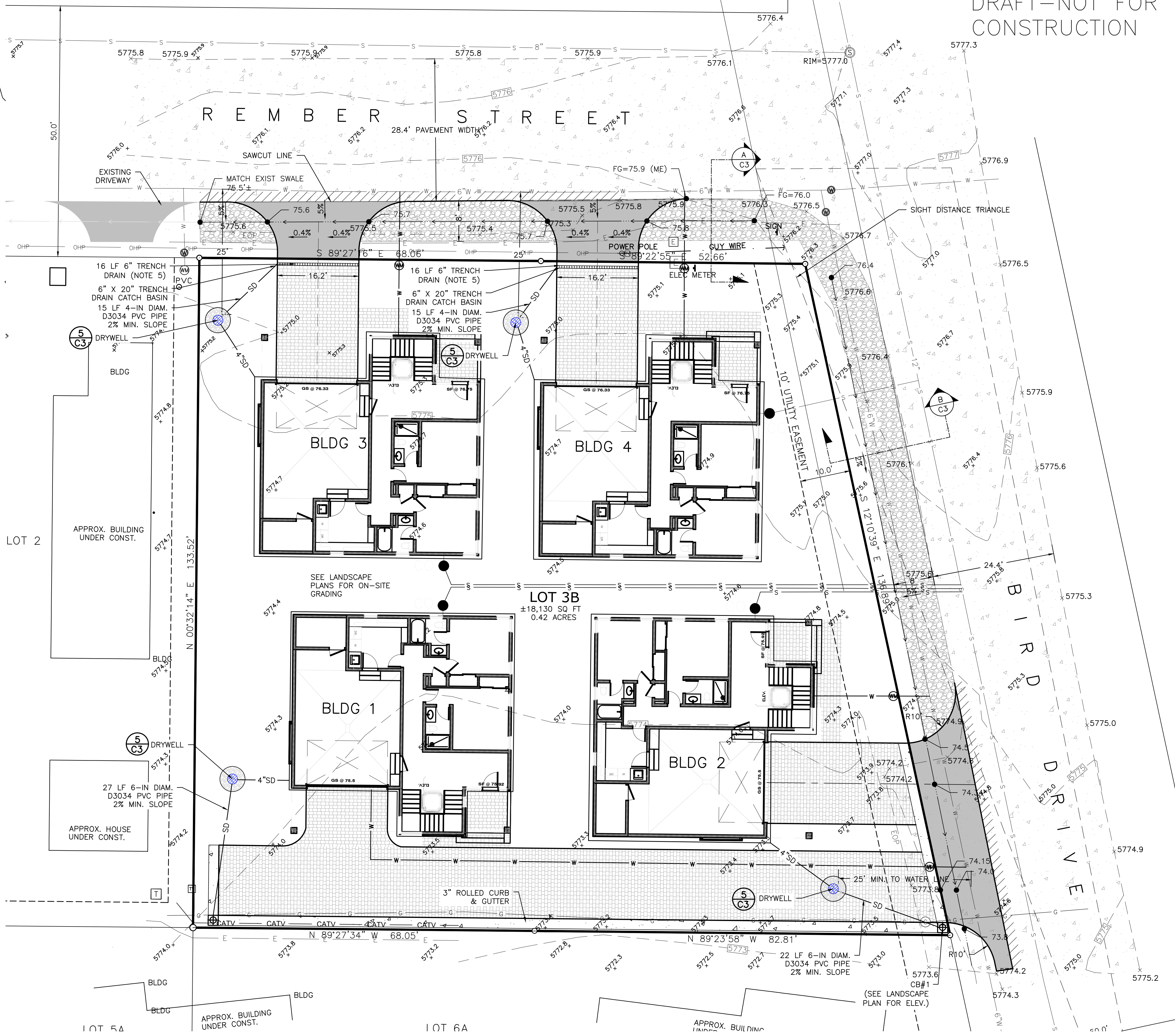


VICINITY MAP  
NOT TO SCALE

- 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.
  - TRENCH DRAIN SHALL BE A 6" WIDE HDPE CHANNEL WITH A 0.75 BUILT IN CHANNEL SLOPE (ZURN FLO-THRU MODEL Z886 OR EQUIVALENT). GRATE SHALL BE DUCTILE IRON WITH A SLOTTED PATTERN. CATCH BASIN SHALL BE 6" WIDE X 20" LONG X 20" DEEP AND SHALL BE MADE OF HDPE. OUTLET PIPE SHALL BE 4" DIAMETER. (FLO-THRU MODEL Z887 OR EQUIVALENT). ALL COMPONENTS SHALL BE RATED FOR H2O LOADING.
  - 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	-x-	-s-
SEWER	-s-	-s-
SEWER MANHOLE	⊙	⊙
SEWER CLEANOUT	⊙	⊙
WATER	-w-	-w-
WATER METER	⊙	⊙
GAS	-g-	-g-
POWER	-e-	-e-
OVERHEAD POWER	-OHP-	-OHP-
TELEPHONE	-t-	-t-
CABLE TV LINE	-TV-	-TV-
ELEVATION CONTOUR	-5775-	-5775-
SAWCUT LINE	---/---	---/---
FLOW LINE	→	→
DRYWELL	⊙	⊙
DOWN DRAIN PIPE	4"SD	4"SD
STORM SPOUT	DS	DS
ASPHALT PAVEMENT	[Pattern]	[Pattern]
PAVERS	[Pattern]	[Pattern]
GRAVEL	[Pattern]	[Pattern]
FG	---	---
EG	---	---
GB	---	---
ME	---	---
FINISHED GRADE	---	---
EXISTING GROUND	---	---
GRADE BREAK	---	---
MATCH EXISTING	---	---



**REVISIONS**

No.	DESCRIPTION	DATE	BY
1			

**BENCHMARK ASSOCIATES**

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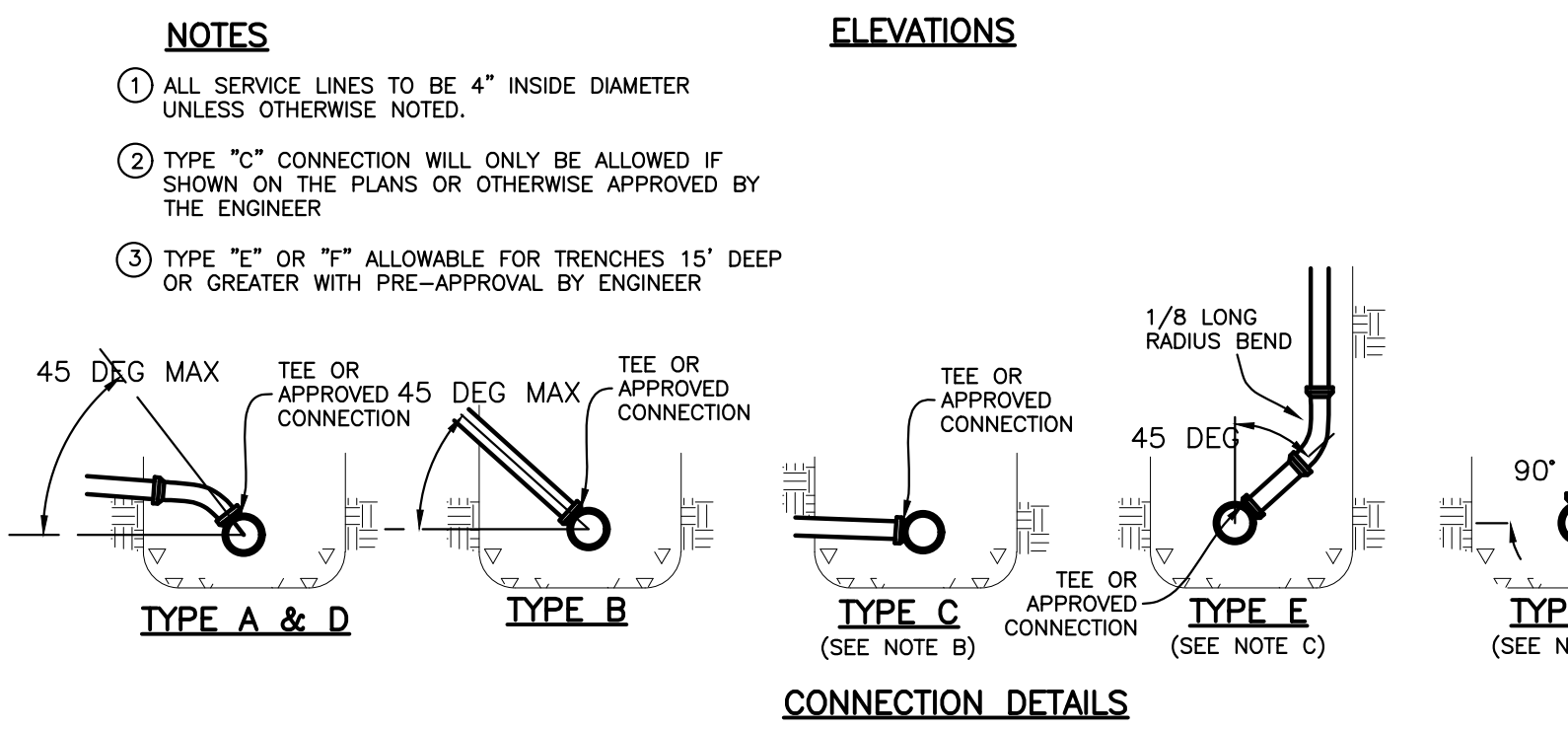
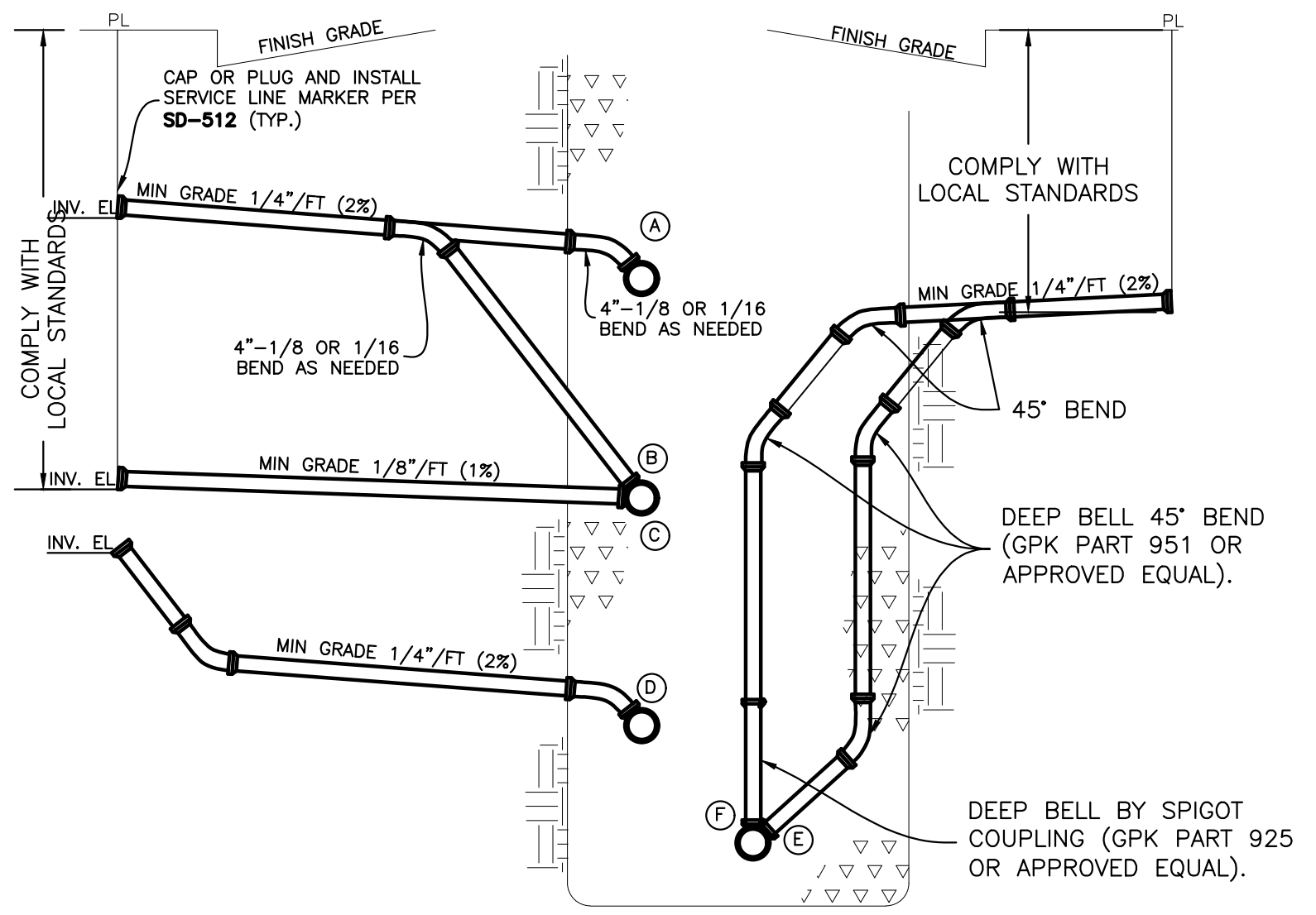
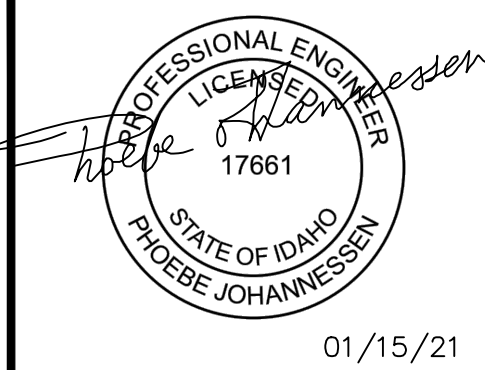
**GRADING & DRAINAGE PLAN**  
WESTCLIFF TOWNHOMES  
T4N, R17E, SEC 13, B.M., KETCHUM, IDAHO  
PREPARED FOR: PB INVESTMENTS

DRAWN BY:	PLJ
DESIGNED BY:	PLJ
CHECKED BY:	SB
DATE:	1/15/2021
PROJECT NO.:	20261

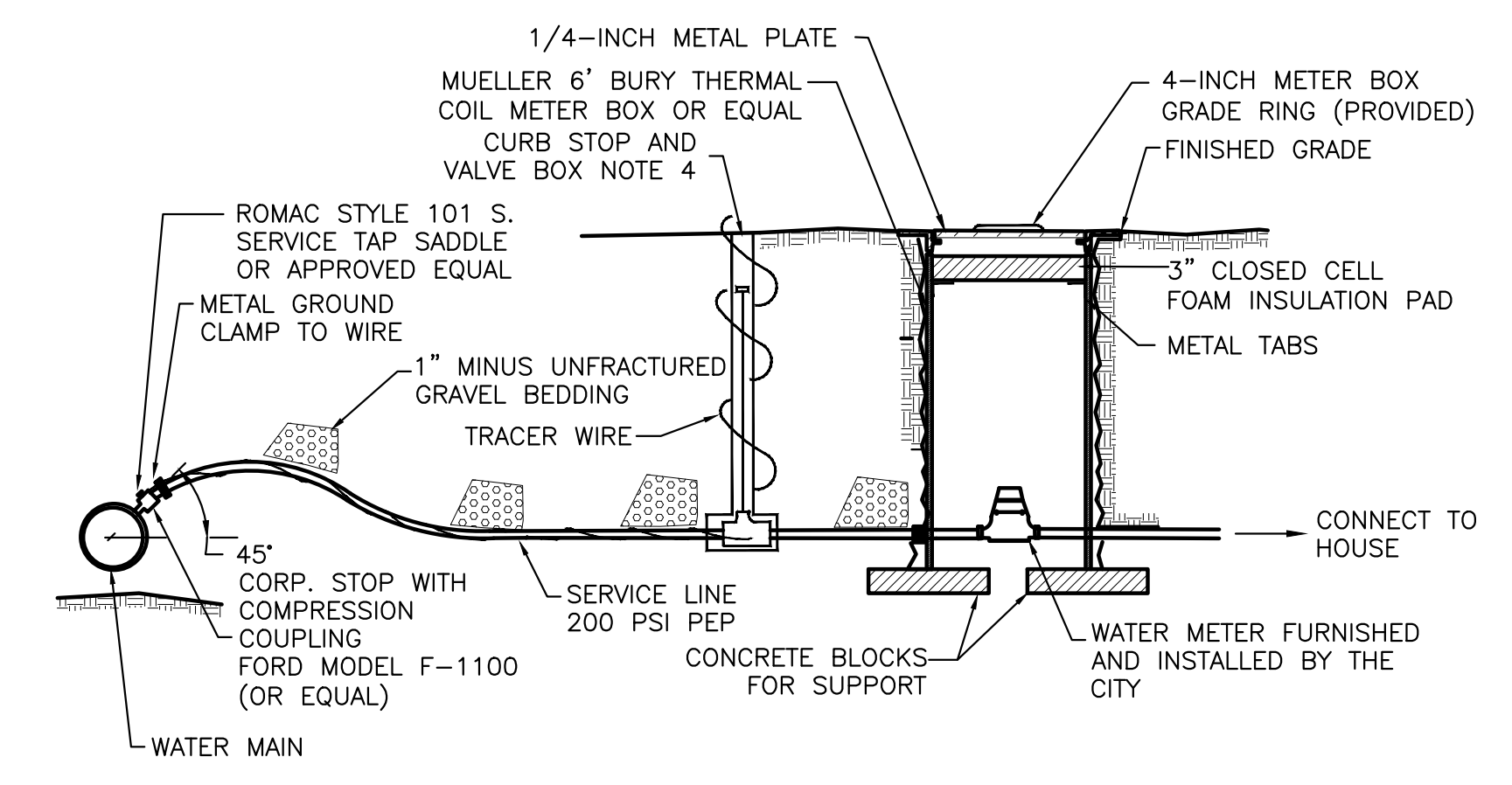
DRAWING NO.  
**C1**



DRAFT-NOT FOR CONSTRUCTION

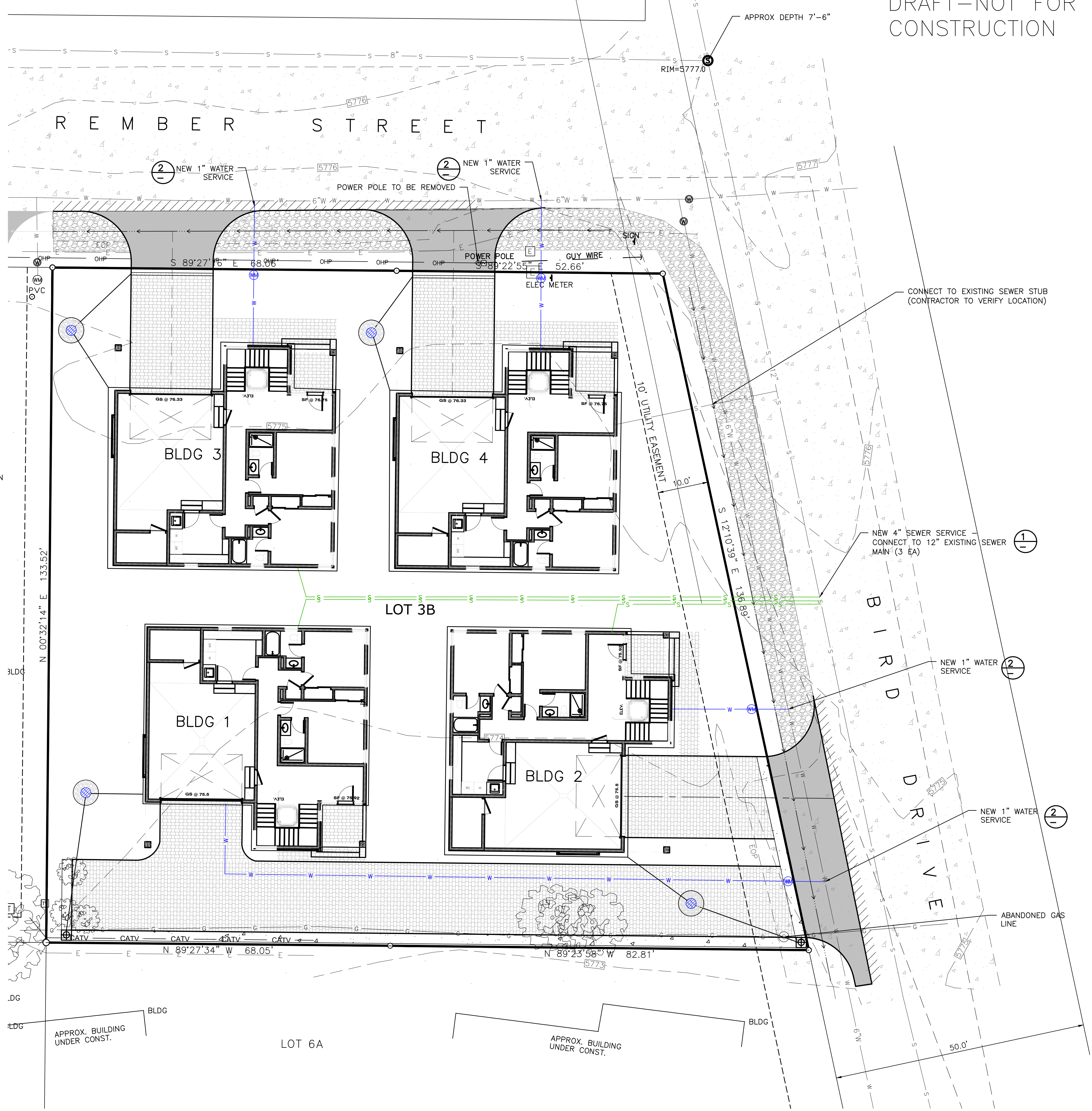


1 STANDARD SEWER SERVICE LINES SCALE: NONE



- 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.



REVISIONS	DATE	BY
No. 1		

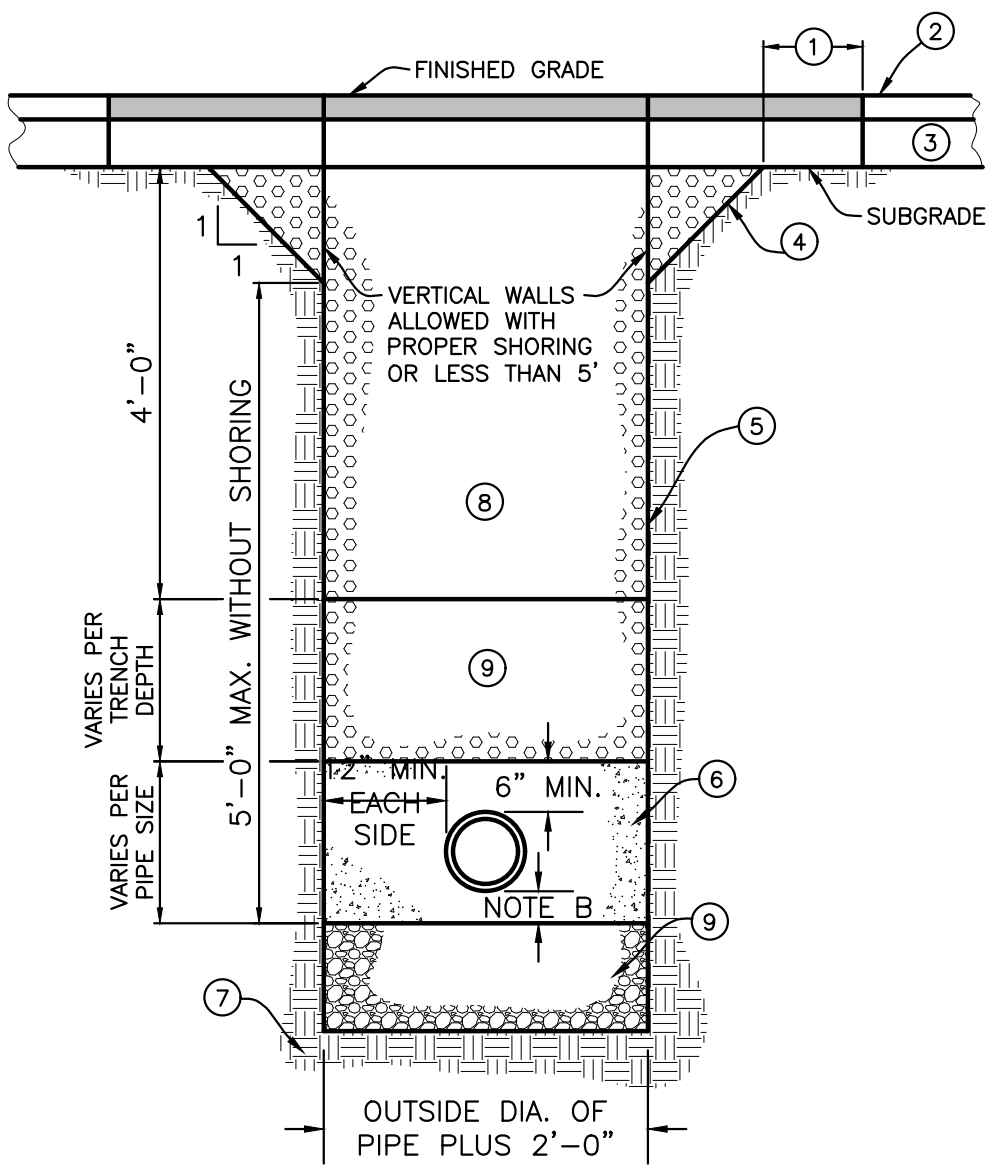


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**UTILITY PLAN**  
WESTCLIFF TOWNHOMES  
T4N, R17E, SEC 13, B.M., KETCHUM, IDAHO  
PREPARED FOR: PB INVESTMENTS

DRAWN BY: PLJ  
DESIGNED BY: PLJ  
CHECKED BY:  
DATE: 01/15/2021  
PROJECT NO.: 20261

DRAWING NO.  
**C2**



**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:

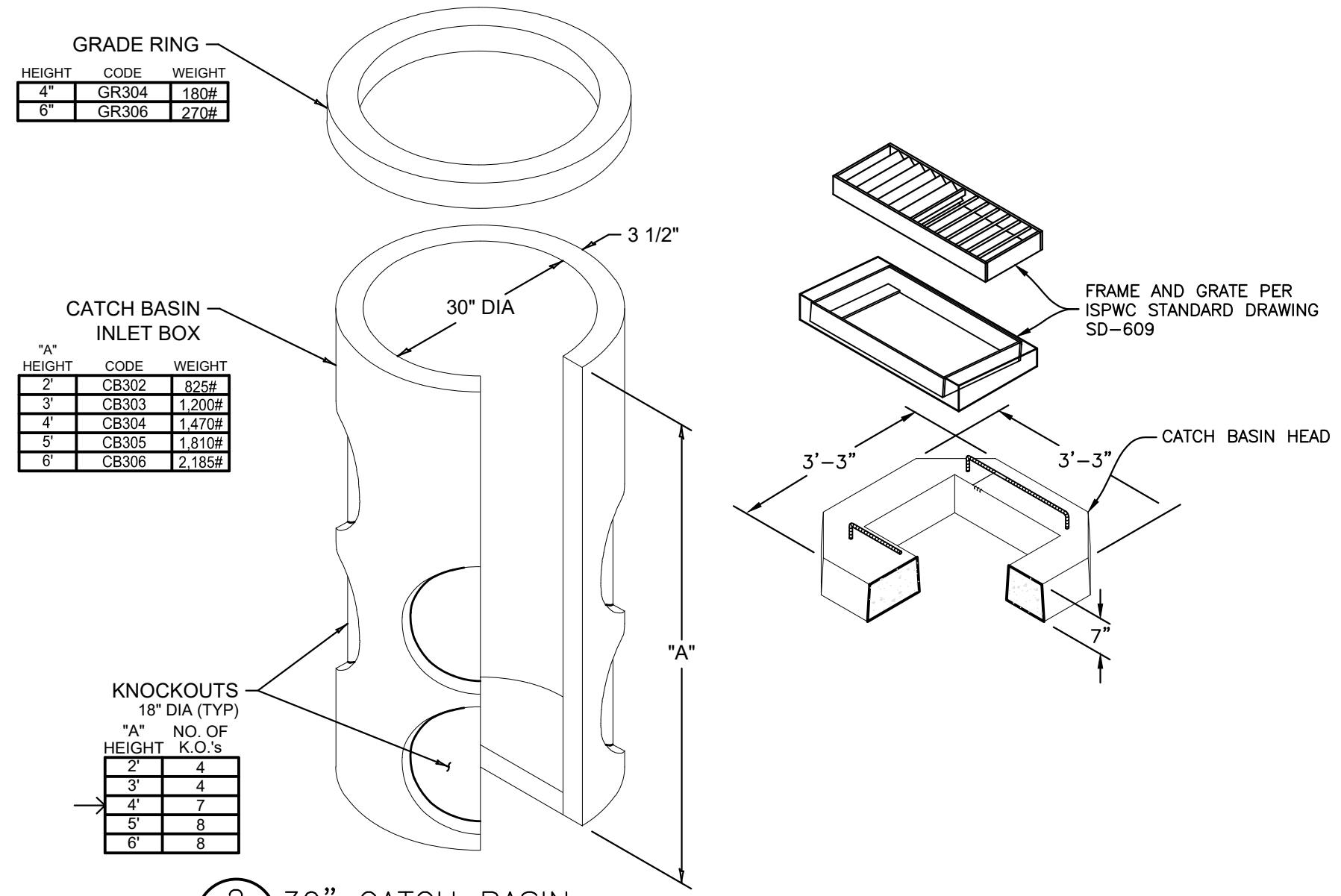
COARSE AGGREGATE (¾" MINUS)	2,600 LBS
SAND	800 LBS
PORTLAND CEMENT	94 LBS
WATER	11 GAL (MAX.)

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.

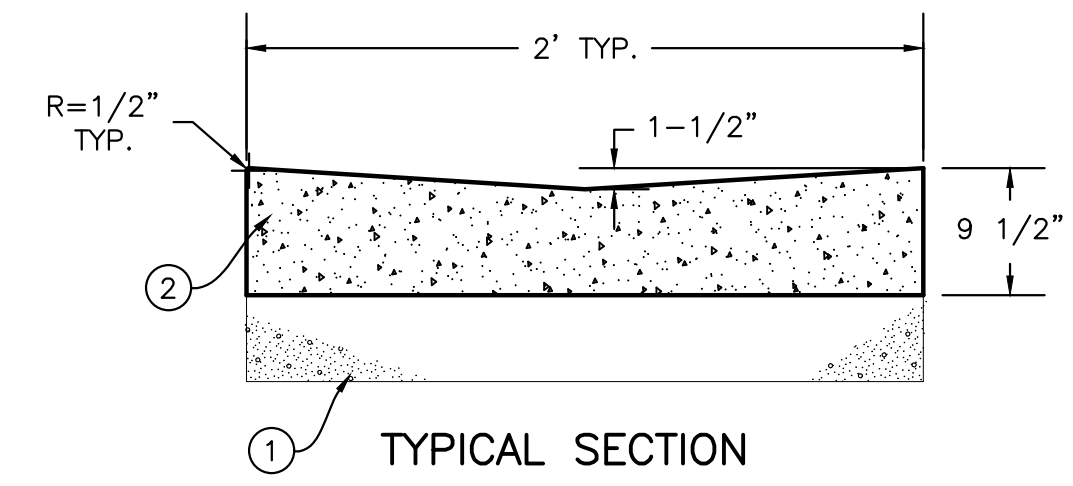
NO COMPACTION, VIBRATION OR FINISHING IS REQUIRED. THE LEAN CONCRETE MIX SHALL BE STRUCK OFF AT OR BELOW THE ELEVATION OF THE PLANT MIX SURFACING WITH A SQUARE-NOSE SHOVEL OR SIMILAR HAND TOOL. THE BACKFILL MIX SHALL BE ALLOWED TO SET FOR A MINIMUM OF 2 HOURS BEFORE THE PERMANENT PLANT MIX SURFACING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



② 30" CATCH BASIN  
 C1 SCALE: N.T.S.



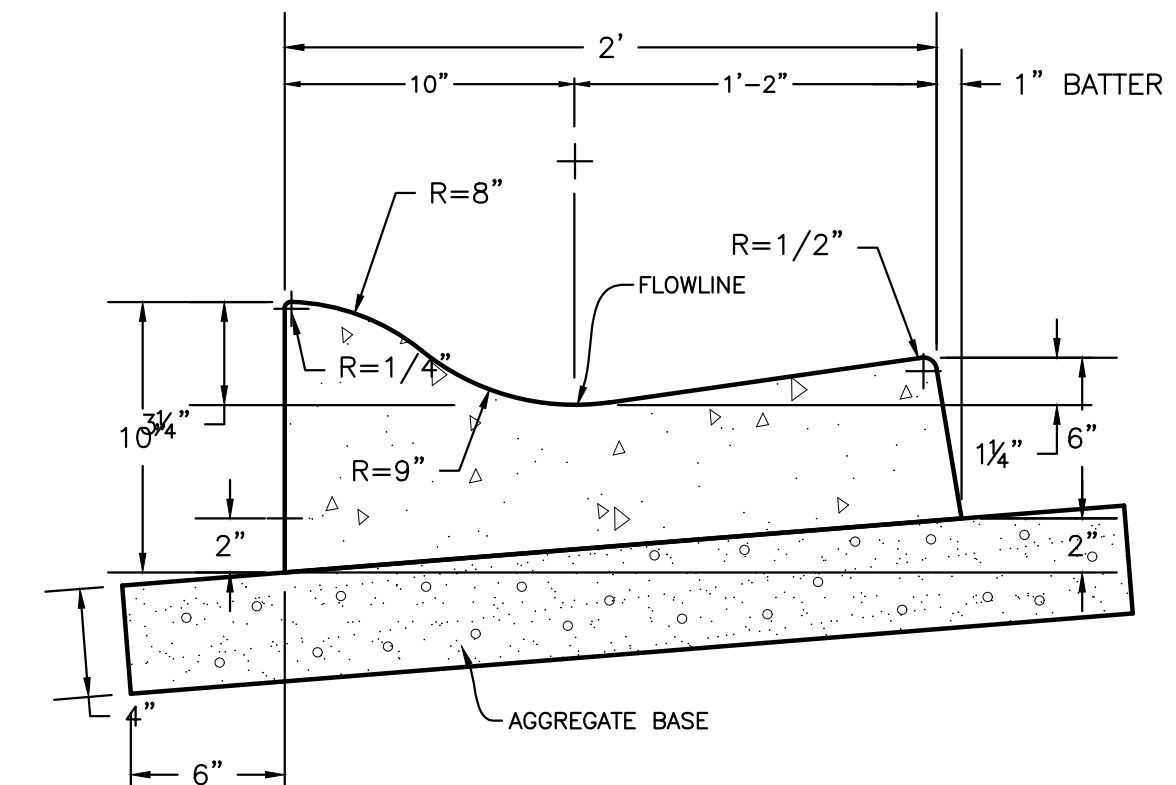
**LEGEND**

① 6-INCH AGGREGATE BASE  
 ② CONCRETE

**NOTES:**

A GRADE OF GUTTER MINIMUM 0.5%.  
 B EXPANSION JOINT 1/2-INCH PREFORMED JOINT MATERIAL (AASHTO M 213.)

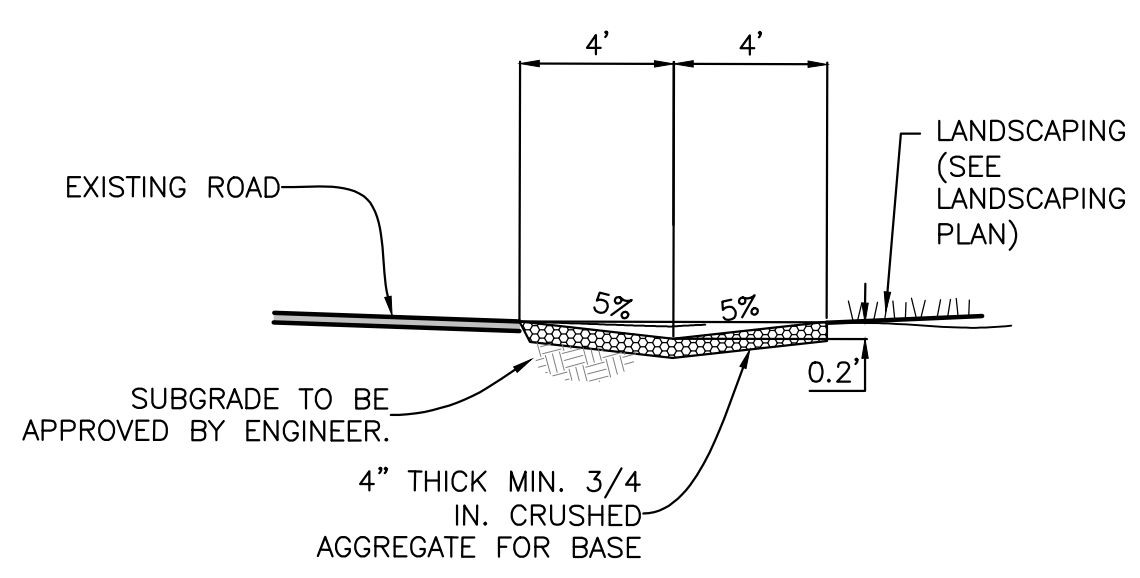
③ CONCRETE VALLEY GUTTER  
 C1 SCALE: N.T.S.



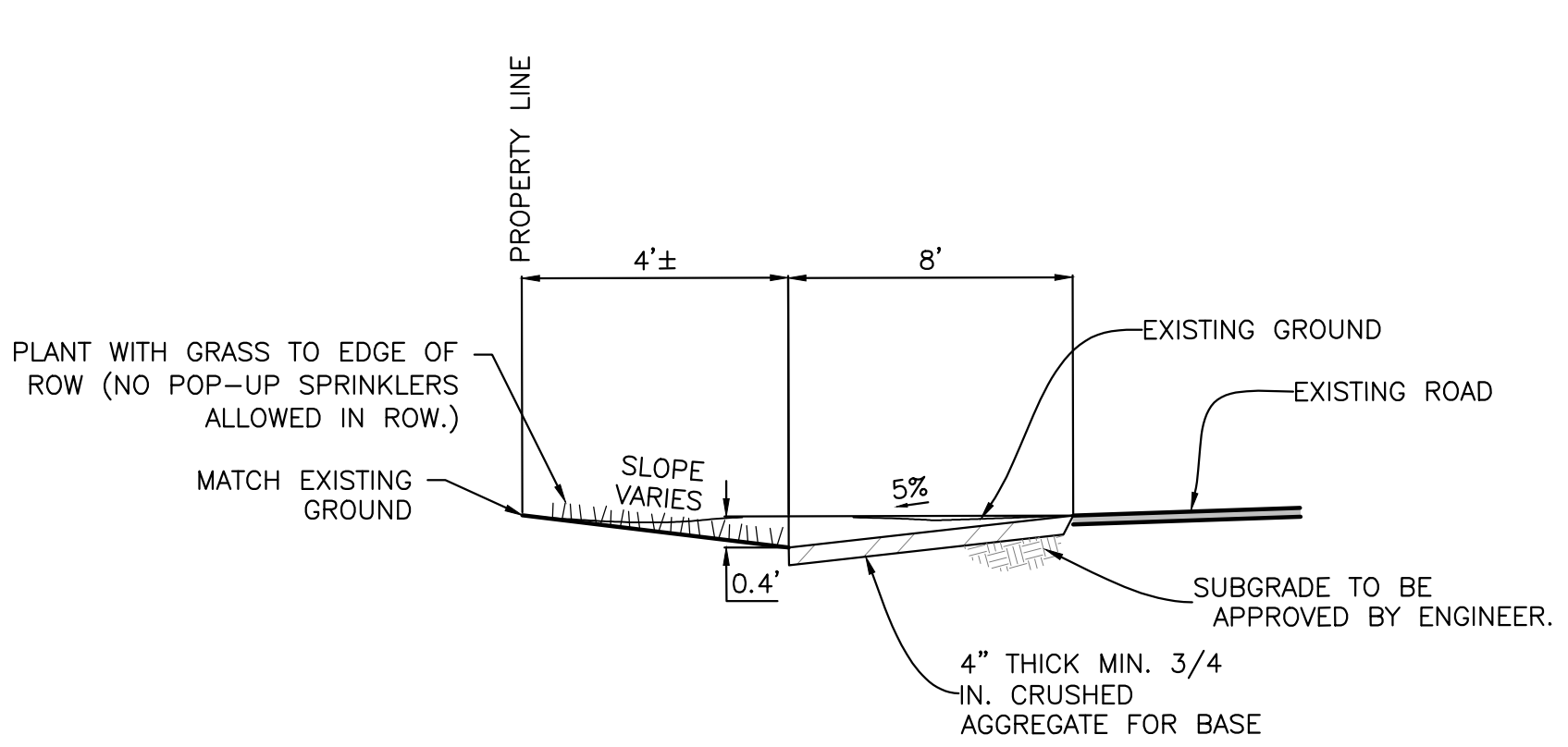
**NOTES:**

A GRADE AND ALIGNMENT TO BE ESTABLISHED OR APPROVED BY THE ENGINEER AND THE PUBLIC AGENCY HAVING JURISDICTION.  
 B BASE: 4-INCH COMPACTED DEPTH OF ¾-INCH MINUS CRUSHED AGGREGATE BASE MATERIAL, PLACE AS SPECIFIED AND PAID UNDER ISPMC SECTION-802; COMPACTED TO EXCEED 95% OF STANDARD PROCTOR.  
 C 1/2-INCH PREFORMED EXPANSION JOINT MATERIAL (AASHTO M 213) AT TERMINAL POINTS OF RADII.  
 D CONTINUOUS PLACEMENT PREFERRED, SCORE INTERVALS 10-FOOT MAXIMUM SPACING (OR CONSISTENT WITH 2X SIDEWALK WIDTH FOR SCORE PATTERN).  
 E MATERIALS AND CONSTRUCTION IN COMPLIANCE WITH ISPMC SPECIFICATIONS.  
 F BACKFILL AS PER SECTION-706.  
 G SECURE RIGHT-OF-WAY PERMIT BEFORE BEGINNING CONSTRUCTION IN PUBLIC RIGHT-OF-WAY.  
 H USE ROLL CURB IN RESIDENTIAL AREAS, WHEN LOCAL JURISDICTION REQUIRES VERTICAL CURB AT INTERSECTIONS VERTICAL CURB LENGTH TO BE FULL RADIUS PLUS 5 FEET AT EACH END. TRANSITION LENGTH FROM ROLLED CURB TO VERTICAL CURB 2 FEET.

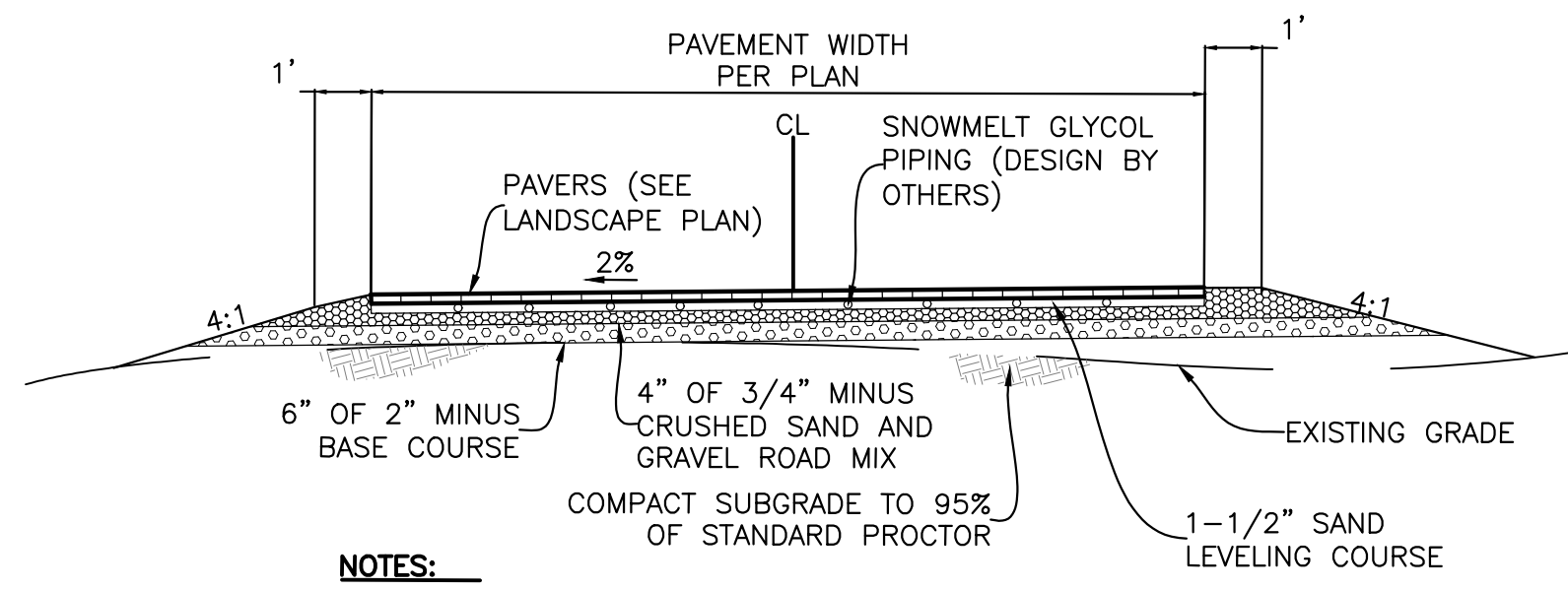
④ 3" ROLLED CURB AND GUTTER DETAIL  
 C1 SCALE: NONE



A ROAD SHOULDER SECTION (NORTH SIDE)  
 C1 SCALE: NONE



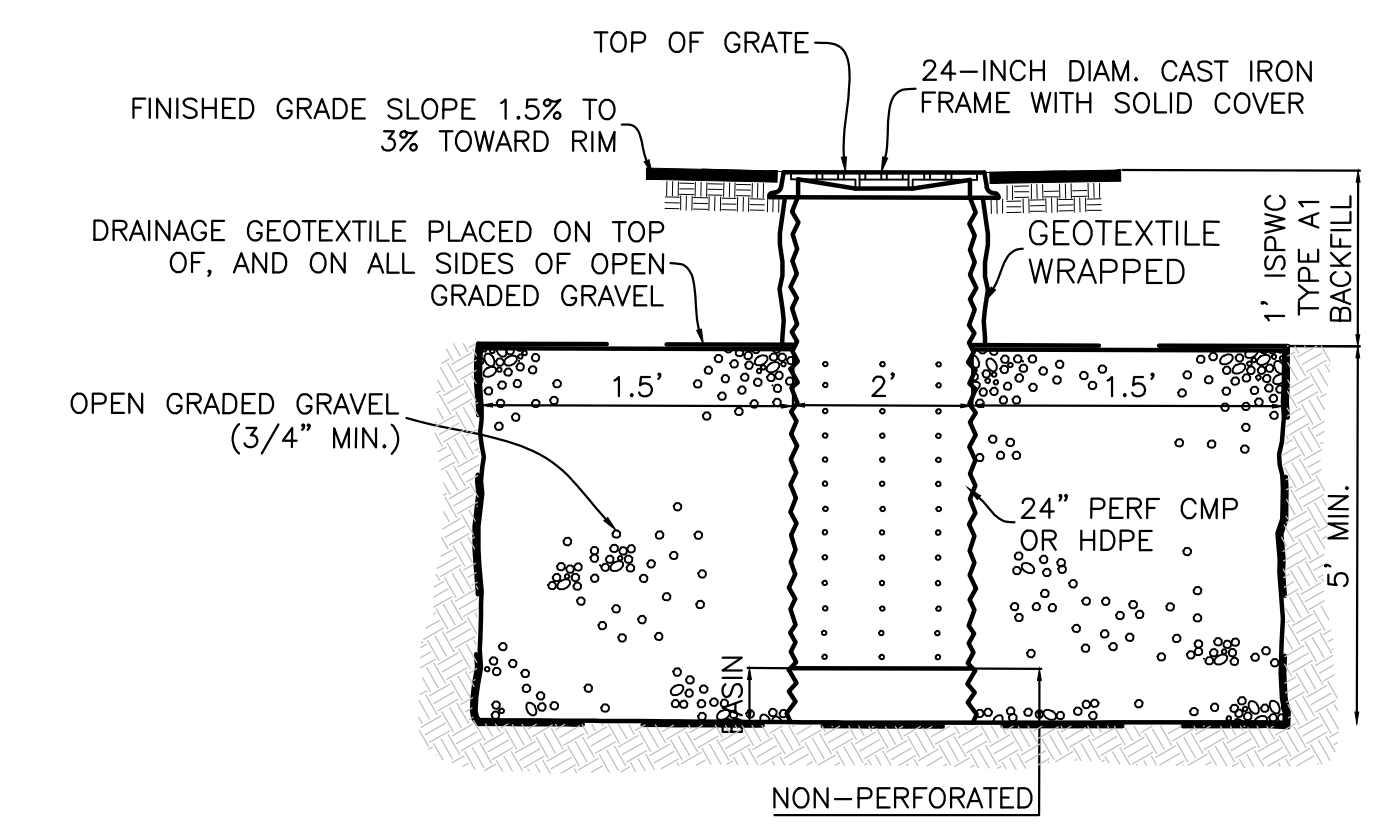
B ROAD SHOULDER SECTION (EAST SIDE)  
 C1 SCALE: NONE



**NOTES:**

1. 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.

C DRIVEWAY SECTION  
 C1 SCALE: NONE



**NOTES:**

① ALL PRODUCTS AS NOTED OR APPROVED SUBSTITUTION.

⑤ DRIVEWAY DRYWELL DETAIL  
 C1 SCALE: NONE

REVISIONS	DATE	BY
No. 1		

BENCHMARK ASSOCIATES

PREPARED BY:  
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**DETAILS**

WESTCLIFF TOWNHOMES  
 T4N, R17E, SEC 13, B.M., KETCHUM, IDAHO

PREPARED FOR: PB INVESTMENTS

DRAWN BY: PLJ  
 DESIGNED BY: PLJ  
 CHECKED BY: DP  
 DATE: 01/15/2021  
 PROJECT NO.: 20261

DRAWING NO.

C3

# WESTCLIFF TOWNHOMES

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

A TOWNHOUSE SUBDIVISION OF BAVARIAN VILLAGE SUBDIVISION, LOT 3B.

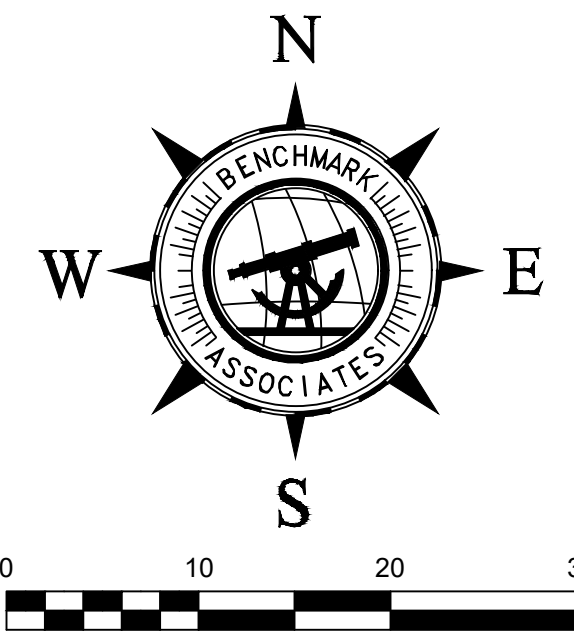
JANUARY 2021  
PRELIMINARY PLAT

## SURVEYOR'S NARRATIVE:

- THE PURPOSE OF THIS PLAT IS TO CREATE FOUR SUBLOTS WITHIN LOT 3B OF BAVARIAN VILLAGE SUBDIVISION. 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 "BAVARIAN VILLAGE SUBDIVISION", INST. NO. 139821.
  - PLAT OF "BAVARIAN VILLAGE SUBDIVISION: LOTS 3A, 4A, 5A, 6A, 7A & 8A", INST. NO. 631181.
  - PLAT OF "BAVARIAN VILLAGE SUBDIVISION: LOT 3B", INST. NO. \_\_\_\_\_.

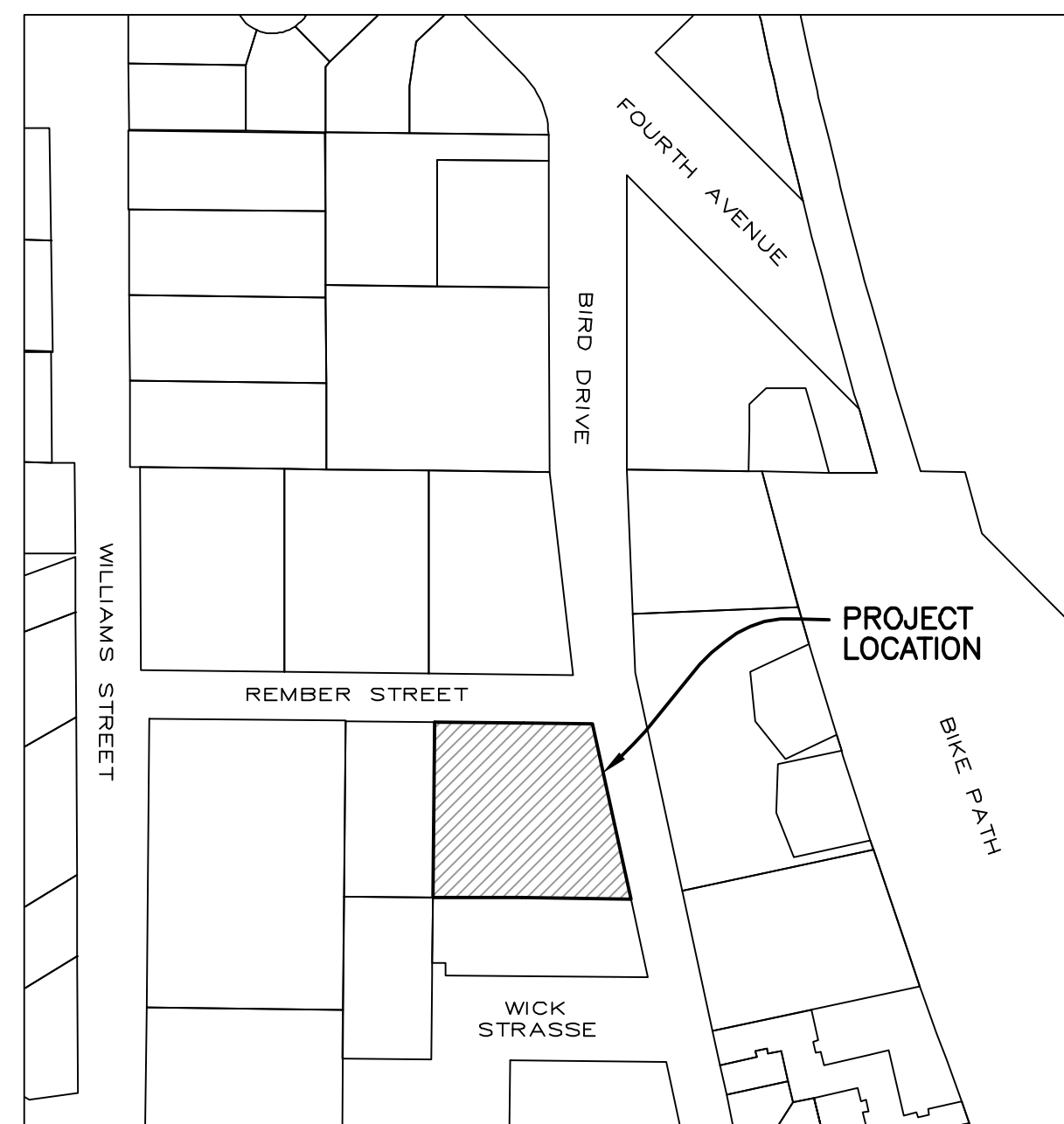
## NOTES:

- REFER TO THE ORIGINAL PLAT OF BAVARIAN VILLAGE SUBDIVISION, INST. NO. 139821, TO THE PLAT OF BAVARIAN VILLAGE SUBDIVISION: LOTS 3A, 4A, 5A, 6A, 7A & 8A, INST. NO. 631181 AND TO THE PLAT OF BAVARIAN VILLAGE SUBDIVISION: LOT 3B, INST. NO. \_\_\_\_\_ FOR CONDITIONS, RESTRICTIONS AND PLAT NOTES GOVERNING THIS PROPERTY.
- THE TOWNHOME DECLARATION AND PARTY WALL AGREEMENT FOR WESTCLIFF TOWNHOMES ARE RECORDED AS INST. NO. \_\_\_\_\_, RECORDS OF BLAINE COUNTY, IDAHO.
- ALL TOWNHOUSE OWNERS SHALL HAVE MUTUAL RECIPROCAL EASEMENTS FOR EXISTING AND FUTURE PUBLIC AND PRIVATE UTILITIES INCLUDING, BUT NOT LIMITED TO, WATER, CABLE TV, SEWER, NATURAL GAS, TELEPHONE, AND ELECTRIC LINES OVER, UNDER AND ACROSS THEIR TOWNHOUSE SUBLOTS AND COMMON AREA FOR THE REPAIR, MAINTENANCE AND REPLACEMENT THEREOF.
- THE CURRENT ZONING IS GENERAL RESIDENTIAL HIGH DENSITY (GR-H). REFER TO THE CITY OF KETCHUM ZONING CODE FOR MORE INFORMATION ABOUT THIS ZONE.
- UTILITIES ARE PER SURFACE EVIDENCE ONLY. OTHER UNDERGROUND UTILITIES MAY EXIST. LOCATION OF UNDERGROUND UTILITIES AND SERVICES SHOULD BE CONFIRMED PRIOR TO EXCAVATION OR DESIGN. WATER AND SEWER LINES ARE PER FOUND VALVES, MANHOLES AND RECORD MAPS.
- VERTICAL DATUM: ELEVATIONS BASED ON NAVD 88 (GEOIOD3) DATUM UTILIZING SMARTNET CORS STATION IDKM.



### LEGEND:

- PROPERTY BOUNDARY
- SUBLLOT BOUNDARY
- EASEMENT LINE AS SHOWN
- EDGE PAVEMENT
- CENTERLINE
- EXISTING WATER LINE
- PROPOSED WATER SERVICE
- EXISTING SEWER LINE
- PROPOSED SEWER SERVICE
- EXISTING GAS LINE
- EXISTING ELECTRIC LINE
- EXISTING CABLE TV LINE
- EXISTING OVERHEAD POWER LINE
- EXISTING CONTOUR
- PROPOSED CONTOUR
- FLOWLINE
- ELECTRIC BOX
- GAS MARKER
- SEWER MANHOLE
- TELECOM BOX
- WATER VALVE
- WATER METER
- CATV BOX
- FOUND 5/8" REBAR
- FOUND 1/2" REBAR
- STORM DRAIN
- COMMON AREA
- PROPOSED DRYWELL
- PROPOSED CATCH BASIN



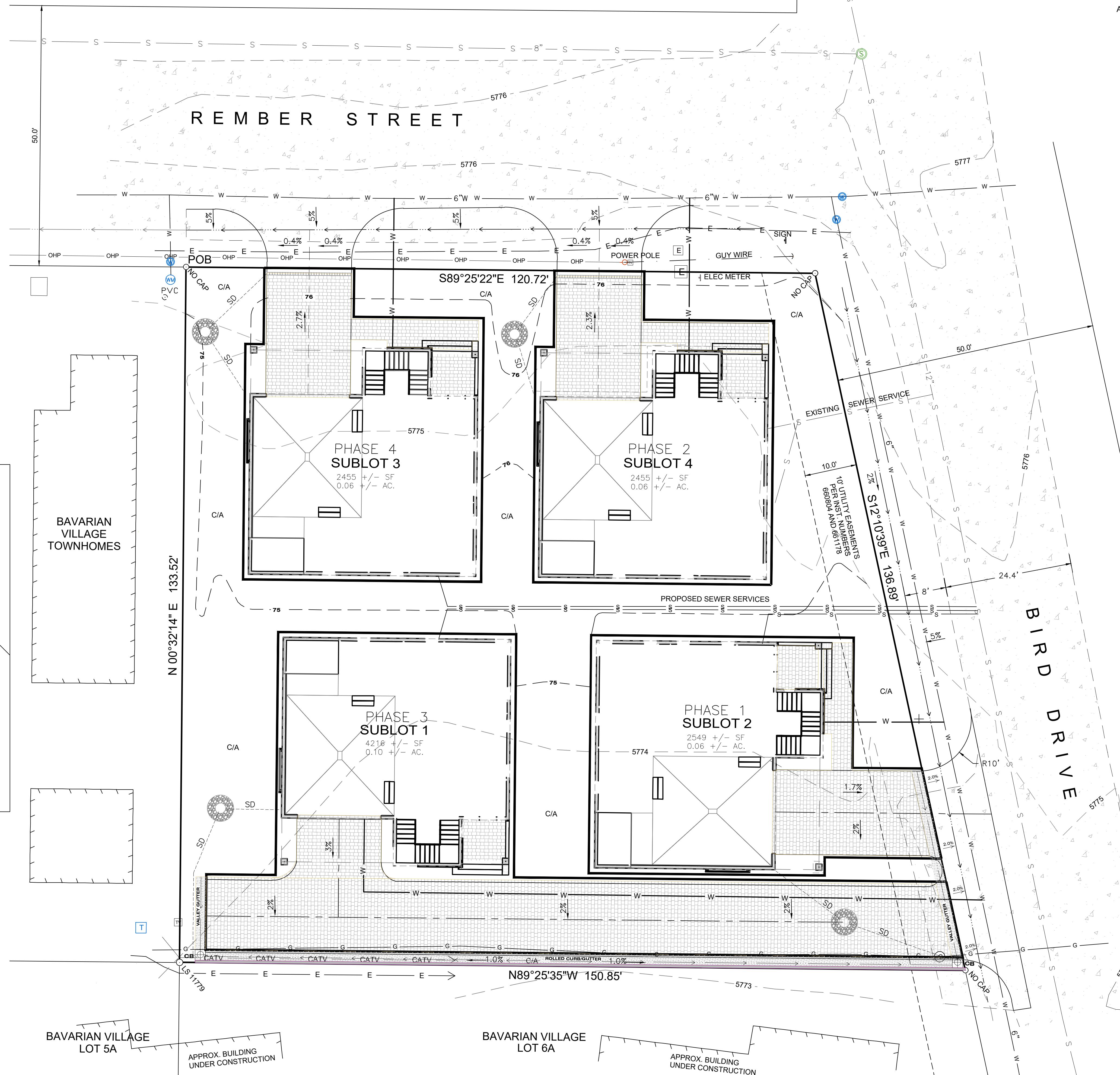
VICINITY MAP  
NOT TO SCALE

### 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.

South Central Public Health District, REHS

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



## WESTCLIFF TOWNHOMES

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

PREPARED FOR: WESTCLIFF, LLC

PROJECT NO. 20261	DWG BY: DWS/CPL	20261PRE.DWG
PRELIMINARY PLAT	DATE: 01/15/2021	SHEET: 1 OF 1

# BUTLER ASSOCIATES, INC.

GEOTECHNICAL & CIVIL ENGINEERING & CONSULTING

---

P.O.B. 1034

Ketchum, Idaho 83340

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Email: [svgeotech@gmail.com](mailto:svgeotech@gmail.com)

Evan Robertson and Gary Slette

August 13, 2020

c/o PB Investments

134 3rd Ave. E.

Twin Falls, ID 83303

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C: (208) 720-2987

## RE: GEOTECHNICAL REPORT

Proposed Rember Street Residences  
Lots 3A & 4A, Bavarian Village Subdivision  
110 & 106 Rember Street  
Ketchum, ID 83340

Dear Evan and Gary,

I have completed the authorized geotechnical investigation and report for the proposed Rember Street Residences on Lots 3A & 4A, Bavarian Village Subdivision located at 110 & 106 Rember Street. The work was authorized with the signed proposal dated July 20, 2020.

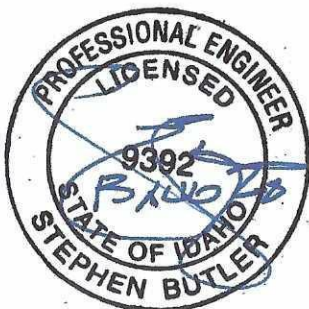
This report summarizes the results of my field and laboratory testing and presents my geotechnical engineering opinions and recommendations. **It is my opinion that the site is suitable for the proposed residences and garages supported by continuous and spread footings and slab-on-grade foundations constructed on an approved structural fill foundation building pad and/or approved native subgrade underlying the uncontrolled fill.** I am providing the recommendations in this report for the preparation of the subgrade, structural fill building pad, foundation design, foundation drainage system, surface grading and drainage and general radon venting concepts. Groundwater was encountered at approximately 6.0 feet below existing grade in all the test pits so I do not recommend below grade structures.

I recommend that this office be retained to provide observations for the construction of the structural fill foundation building pad, foundation drainage system, structural backfill to support exterior hardscapes and any other recommendations presented in this report that are incorporated into the project design. This work will be performed on a time and material basis and is not included in this scope of services. A copy of this geotechnical report should be incorporated into the project construction documents.

I appreciate this opportunity of working with you on this project. Please call me if you have any questions or comments.

Sincerely,

Steve Butler, P.E.



## **GEOTECHNICAL REPORT**

Proposed Rember Street Residences  
Lots 3A & 4A, Bavarian Village Subdivision  
110 & 106 Rember Street  
Ketchum, ID 83340

Butler Associates, Inc.  
P.O. Box 1034  
Ketchum, Idaho 83340  
August 13, 2020

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## INTRODUCTION

This report represents the results of the soil and foundation engineering evaluation for the proposed Rember Street Residences on Lots 3A & 4A, Bavarian Village Subdivision located at 110 & 106 Rember Street in Ketchum, Idaho. The *Vicinity Map* shows the general location of the proposed project site.

The purpose of this evaluation was to assess the surface and subsurface soil and water conditions to prepare geotechnical engineering opinions and recommendations for the construction of the proposed Rember Street Residences. Before the subsurface investigation I reviewed the geotechnical reports for the projects directly to the west and south of the site and geologic data pertinent to the site and general area. I performed a subsurface investigation by excavating six test pits at the site using a track mounted excavator. The soils encountered in the test pits were visually identified and logged by a geotechnical engineer according to the Unified Soil Classification System and used to prepare this final report.

## PROPOSED PROJECT

I understand that the proposed project will consist of a four, two story, concrete, steel and wood frame single family townhome residences with attached garages supported by continuous and spread footings and slab-on-grade construction. The garages will be supported by slab-on-grade construction and accessed from the new driveways commencing at Rember Street and/or Bird Drive. The project will be served with water and sewer by the Ketchum Utility Department.

The primary views from the site are the Griffin Butte and Wood River Valley to the north, Pioneer Mountains and Dollar Mountain to the east, the Wood River Valley and Bald Mountain to the south and Bald Mountain to the west.

According to the Blaine County Parcel Information Map the property is generally "square shaped" and totals approximately 0.42 acres in size. Rember Street borders the site to the north, Bird Drive to the east, Lot 6A Bavarian Village Subdivision to the south and Lot 2, Bavarian Village Subdivision to the west.

## FIELD EXPLORATION

Six test pits were excavated and observed at the site on July 24, 2020 using a track-mounted excavator. The test pits were excavated up to 7.9 feet below existing grade. The *Test Pit Site Plan* shows the property lines, existing contours and test pit locations.

The soils in each test pit were evaluated and the soil profiles logged in the field by a geotechnical engineer in accordance with the Unified Soil Classification System (*USCS*). The *Test Pit Site Plan Photos*, *Test Pit Site Plan* and *Test Pit Logs* are presented on pages 10-12, 13, and 14-19, respectively. The *USCS* chart on page 20 should be used to interpret the terms on the test pit logs in this report. No test pits were excavated to design the septic system drainfield since the project will be served by the Ketchum Utility Department.

At the conclusion of the subsurface evaluation, the test pits were loosely backfilled to match the existing ground surface. Any of the test pits located beneath areas proposed for foundations, terraces, walkways or driveways will need to be excavated and backfilled with structural fill in accordance with the *Site Preparation* section of this report.

## **SUBSURFACE CONDITIONS**

The general soil profiles encountered in the test pits revealed up to 4.0 feet of silty fine sand and gravel with trace gravel, roots & debris (topsoil/uncontrolled fill) overlying native, brown, sand, gravel, cobble and boulders with trace silt up to 7.9 feet below existing grade. The test pits were terminated after reaching several feet below typical footing elevations and due to consistency of the soil between the test pits. Groundwater was encountered in all of the test pits at approximately 6.0 feet below existing grade. Following the completion of the subsurface investigation the test pits were loosely backfilled and graded close to existing grade.

The geology of this area is mapped on the "Geologic Map of the Hailey Quadrangle" as alluvial soils consisting of sand, gravel, silt and clay deposited by the Big Wood River. The uncontrolled fill is the result of grading the site level after demolishing the existing structures.

## **OPINIONS AND RECOMMENDATIONS**

### **General**

**It is the opinion of this office that the site is suitable from a geotechnical standpoint for the proposed development of the four single family townhome residences with attached garages supported by an approved native sand and gravel subgrade underlying the surficial fine grain soils and uncontrolled fill or a free-draining structural fill foundation building pad constructed on an approved native subgrade. Due to encountering groundwater at approximately 6 feet below existing grade I do not recommend below existing grade structures unless they are designed to resist groundwater buoyancy forces and waterproofed.**

All structural fill to be placed for the foundation building pad, exterior terraces, walkways and driveways should be approved on-site or imported sand and gravel soils. The surficial uncontrolled fill could be moisture sensitive, contains organics and debris and should be stockpiled to use as non-structural landscaping fill or exported. All structural fill should be placed as outlined in the *Structural Fill* section of this report.

The recommendations contained in this report reflect my understanding of the existing surface and below grade conditions and reflect a straight-line interpolation and extrapolation of the subsurface conditions between and beyond test pit locations. However, the soil conditions may vary at the proposed site. The various soil conditions will not be known until the foundation excavation is complete and may cause changes to construction plans and/or costs.

### **Subgrade Preparation & Structural Fill Foundation Building Pad**

Following are site preparation recommendations to be completed prior to approving the subgrade



for footings and the construction of the structural fill foundation building pad to support the foundation:

1. All test pits should be accurately located in the field prior to commencing with the excavation. Any test pit that is located beneath a proposed footing, slab-on-grade, terrace or walkway adjacent to the structure should be excavated and backfilled with structural fill in accordance with this report. This procedure should help reduce local settlement. The approximate test pit locations are shown on the *Test Pit Site Plan*.
2. The building footprints, exterior terraces, walkways and limits of disturbance should be stripped of disturbed soils, uncontrolled fill, debris and silty fine sand topsoil sand and organics to expose the underlying undisturbed native free-draining sand and gravel soils. The excavated fine grain soils should be stockpiled as used for non-structural landscaping or exported.
3. The excavation to bottom of the footing should be completed to expose undisturbed native sand and gravel soils. If pockets of silty fine sand and/or organics are exposed in the foundation subgrade I recommend removing the material and backfilling with on-site or imported sand and gravel soils. The native sand and gravel soils are not moisture sensitive and should not be compromised from precipitation during construction and construction traffic.
4. The exposed subgrade should be scarified at least 6" below bottom of footing, watered and compacted with a multiple passes of a 5-ton smooth roller to at least 95% of the maximum dry density of the material according to ASTM D- 698 and observed by this office. Any unsuitable soils or soft areas should be excavated to expose a competent subgrade and backfilled with structural fill as outlined in the *Structural Fill* is section.
5. After this office has observed the compacted subgrade to be free of unsuitable soils it will be approved for footings. See the *Crawlspace Foundation Wall Drainage Profile*.

### **Structural Fill**

Structural fill for the foundation building pad, retaining walls, walkways, exterior terraces and the driveway shall meet the following recommendations:

1. Structural fill should consist of approved washed fractured or rounded gravel, crushed sand and gravel (roadmix), on-site native sand and gravel soils or imported pitrun sand and gravel classified as GW, GM, GP, SW, SM, or SP as described in the Unified Soil Classification System chart presented after the test pit logs.
2. If fine grain soils are used as non-structural fill against the foundation walls imported 1"-2" dia. washed gravel should be installed from bottom of footing to the top of footing and covered with a layer of 4.0 oz., non-woven filter fabric to assist in subsurface runoff in reaching the footing drain and being directed to a drywell as shown on the *Crawlspace Foundation Wall Drainage Profile*.
3. Granular structural fill should have no more than 10% passing the No. 200 sieve and a cobble size of no larger than 8 inches.

4. Structural fill should be placed in uniform, maximum 10-inch deep, loose lifts and compacted to a minimum of 95% of the maximum dry density of the soil, as determined by ASTM D 698 (Standard Proctor). This assumes that heavy compaction equipment such as smooth-drum, vibratory rollers with a minimum drum weight of 5 tons is used. The depth of each lift could be adjusted in the field based on the material and size of compaction equipment.
5. The maximum loose lift thickness should be reduced to 6 inches where smaller and/or lighter compaction equipment is used (i.e. WACKER jumping jack). A vibrating plate tamper can be used to compact 10" lifts of washed rock but should not be used to compact native sand and gravel.
6.  $\frac{3}{4}$ " minus crushed sand and gravel roadmix should be placed in 6" loose lifts, watered and compacting with a jumping jack tamper, vibrating plate tamper or smooth drum roller.
7. The general contractor should contact this office several days before the foundation excavation commences to minimize any delays in excavation, placement of structural fill, approval of imported structural fill, construction observations and reports to the building inspector by a stamped by an engineer.

## Foundations

The approved native sand and gravel subgrade or imported sand and gravel structural fill foundation building pad will support continuous footings, spread footings and slab-on-grade construction based on the following parameters:

1. The allowable bearing pressure of the approved sand and gravel soils is 3,500 pounds per square foot (psf).
2. Exterior footings should be at least 32 inches below finish grade to minimize the potential for frost heave.
3. Total and differential settlement is estimated to be less than one inch and  $\frac{3}{4}$  ", respectively, for the approved sand and gravel foundation subgrade or structural fill building pad.
4. The recommended friction factor is 0.6 for the sand and gravel subgrade.
5. The floor joists and sub-floor should be in-place prior to backfilling against the foundation walls unless directed otherwise by the structural engineer.
6. All footings should be constructed so that a line drawn from the edge of footings at a slope of 0.5' horizontal to 1.0 foot vertical so the undisturbed subgrade soil is not intercepted by non-structural fill or an open slope.
7. Crawlspace foundations can be waterproofed with several coats of asphalt emulsion or a waterproofing membrane i.e. bituthane membrane. If a membrane is installed it should be protected with a synthetic drainage matt or a cheaper protection board to minimize any

penetrations from rocks in the backfill.

8. All footings should be constructed so that a line drawn from the edge of footings at a slope of 0.5 foot horizontal to 1.0 foot vertical to the undisturbed subgrade soil is not intercepted by non-structural fill or an open slope. See *Structural Fill/Foundation Subgrade Concepts Profile* for details. See the *Slab-on-grade Profile*.

### Soil Classification for Septic Design

The residence will be served by the Ketchum Utility Department so no test pit was excavated for a private septic system design.

### Surface Grading and Drainage

I have not reviewed the completed grading and drainage plan at the time this report was completed. The drainage plan should incorporate the following grading and drainage concepts based on the soils encountered in the test pits.

1. I recommend that the finish surface be sloped at a minimum of 2% to direct runoff away from the foundations, walkways, terraces and driveways.
2. All roof down spouts, foundation drains, landscape catch basins and surface runoff should be directed to the drywells terminated at least 10 feet from and 3 feet below the lowest footing.
3. Roof down spouts should **not** be allowed to drain adjacent to foundation. A 4" solid pipe should be installed in top of the footing and sloped at a min. of 1% with stub-outs for connecting the downspouts. The pipe should be terminated in the drywells located at least 10 feet from the foundation. See the *Retaining Wall Drainage Profile* for concepts.
4. The native sand and gravel soils underlying the surficial silty fine sand soils has an infiltration rate of approximately 2.0"/minute. This office can recommend the size and number of drywells. See the *Landscape Drywell Profile*.
5. All drain lines terminated in drywells should be sloped at a min. 2% and covered with at least 24" of soil to minimize freezing.

### Driveway, Terraces and Walkways

I recommend the following section for asphalt driveways, terraces and walkways of either pavers or exterior concrete slabs to minimize frost action and settlement. The driveway section is designed to allow for an exposed gravel driving surface during construction before the final asphalt driving surface is installed:

1. The hardscape areas should be excavated to remove all roots, organics, uncontrolled fill, disturbed native soils and dark brown topsoil. The underlying undisturbed native soils should be

scarified to a 6" depth, watered and compacted with a 5-ton smooth drum roller and proof rolled with a 5-ton smooth drum roller to locate any soft areas.

2. Any soft areas exposed in the compacted subgrade should be excavated to expose competent soils and replaced with compacted structural fill as outlined in the *Site Preparation* section.
3. All parking areas, terraces and walkways should be constructed so that a line drawn from the edge of walkways or driveways at a slope of 0.5 foot horizontal to 1.0 foot vertical to the undisturbed subgrade soil is not intercepted by non-structural fill or an open slope. See the *Structural Fill-Foundation Subgrade Concepts Profile*.
4. 6 inches of on-site or imported pitrun sand and gravel or 2" minus crushed sand and gravel roadmix sub-base watered and compacted with multiple passes of a smooth drum roller to at least 95% of the maximum dry density of the soil as determined by ASTM Test D-698 (Standard Proctor). On-site sand and gravel soils can be used for the sub-base layer.
5. 4 inches of ¾" minus, crushed sand and gravel roadmix compacted to at least 95% of the maximum dry density of the soil as determined by ASTM Test D-698 (Standard Proctor).
6. Typically, the driveway is constructed at the commencement of the project to include the roadmix to provide a driving surface that can be plowed during construction. Prior to placing pavers or asphalt the surface should be cleared of mud and debris and several inches of roadmix is added to create the finish grading.
7. Pavers, asphalt or concrete.
8. Driveway and surface runoff should not be allowed to drain onto Rember Street or Bird Drive. I recommend that a drywell with a cast iron ring and grate be installed near the end of the driveway and parking area in the asphalt. Having drywells located in the asphalt will allow them to be kept clear of snow and ice when the areas are plowed. Drywells located along the edge of the driveway or parking areas can be buried under plowed snow and become ineffective. See the *Storm Water Drywell Profile* for details.

A minimum of 4 inches of ¾", well graded, crushed sand and gravel (road mix) base course should be placed between the pit-run sub-base and the finish walking surface. This will provide a leveling course and distribute point loads. If the sub-base for the driveway, terraces, and walkways are completed before the finish surface is constructed any structural fill should be compacted if the surfaces are exposed over a winter since the material will experience frost heave and reach a loose state.

### Seismicity

The general subsurface soil conditions are consistent with Design Code Reference IBC-2015 for Site Class C-Very Dense Soil and Soft Rock. The latitude and longitude of the project site are 43.68°N and 114.37° W, respectively.

Seismic Design Category : C

Risk Category: I/II/III

Ss = 0.591 g

S1= 0.171 g

Sms = 0.688 g

Sm1 = 0.276 g

## Radon Venting

Blaine County has a history of radon gas collecting in crawlspaces and under slab-on-grades. Radon gas is a byproduct of the natural breakdown of uranium that accumulates in improperly sealed basements and crawl spaces. These radon levels can exceed safety standards as set by the EPA. According to the State Radon Contact the most accurate testing results are gathered in the structure after construction.

This office is not qualified to complete a radon venting system design so the following venting concepts are guidelines. The radon system should be designed or reviewed by a radon venting contractor to ensure the proper spacing of the perforated pipes and vertical vent pipes.

Typical radon system designs consist of the following:

1. Install a 4-inch dia. perforated pipes on the footing subgrade within the crawlspace or slab-on-grade foundation.
2. I recommend installing sleeves through interior footings to allow the perforated radon pipe to remain below top of footing.
3. Place imported washed gravel to top of footing to protect radon piping and create level crawlspace surface. A typical footing depth of 8" would provide 4" of gravel over the 4" perforated pipes.
4. Install vapor barrier over top of gravel and seal to top of footing. A white vapor barrier i.e. Dura Skrim enhances lighting in the crawlspace.
5. Connect radon piping to vertical vent pipes. The horizontal length of radon piping per vent pipe and number and location of vent pipes should be determined by radon system contractor.
6. Power should be provided adjacent to the vertical vent pipe in case a low-voltage fan is required to vacate radon.

It is important to create an airtight seal between all concrete slabs and adjacent walls. Consulting an experienced contractor or radon-venting specialist can ensure an adequate system is installed during construction compared to potentially expensive remedial measures. See *Radon System Concepts Plan* for general design concepts.

I would anticipate that groundwater will rise to at least the BFE (5791') during a high snowpack spring runoff even though the site is located outside of the floodplain. If the bottom of the crawlspace

will be at or below the BFE then the radon system should be designed to allow groundwater to temporarily flood the crawlspace and then drain without compromising the vapor barrier or the vapor barrier seal to the foundation.

### **CONSTRUCTION OBSERVATION AND MONITORING**

This report provides opinions and recommendations that are generally accepted geotechnical engineering principle and practices. I recommend that this office provide construction monitoring and observation services to ensure that the recommendations outlined in this report are followed and that the structural fill foundation building pad, foundation drainage system and grading and drainage details are constructed properly. If this office is not retained to perform the recommended services, I cannot be responsible for soil engineering construction errors or omissions. The costs for the recommended services are not included with this report and would be incurred on a time and expense basis.



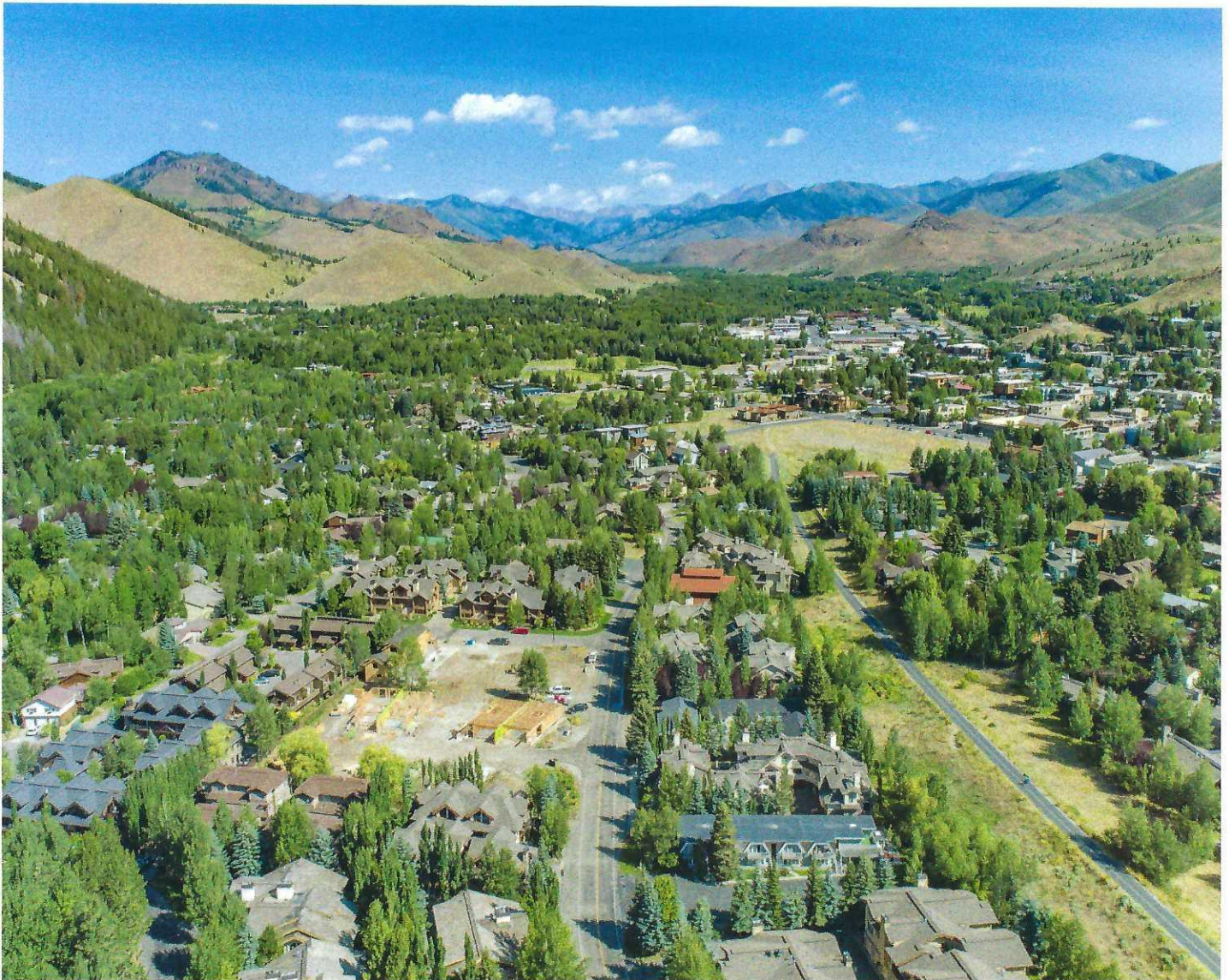
### **VICINITY MAP**

**Proposed Rember Street Residences  
Lots 3A & 4A, Bavarian Village Subdivision  
110 & 106 Rember Street  
Ketchum, ID 83340  
43° 47' 34" 114° 22' 12"**

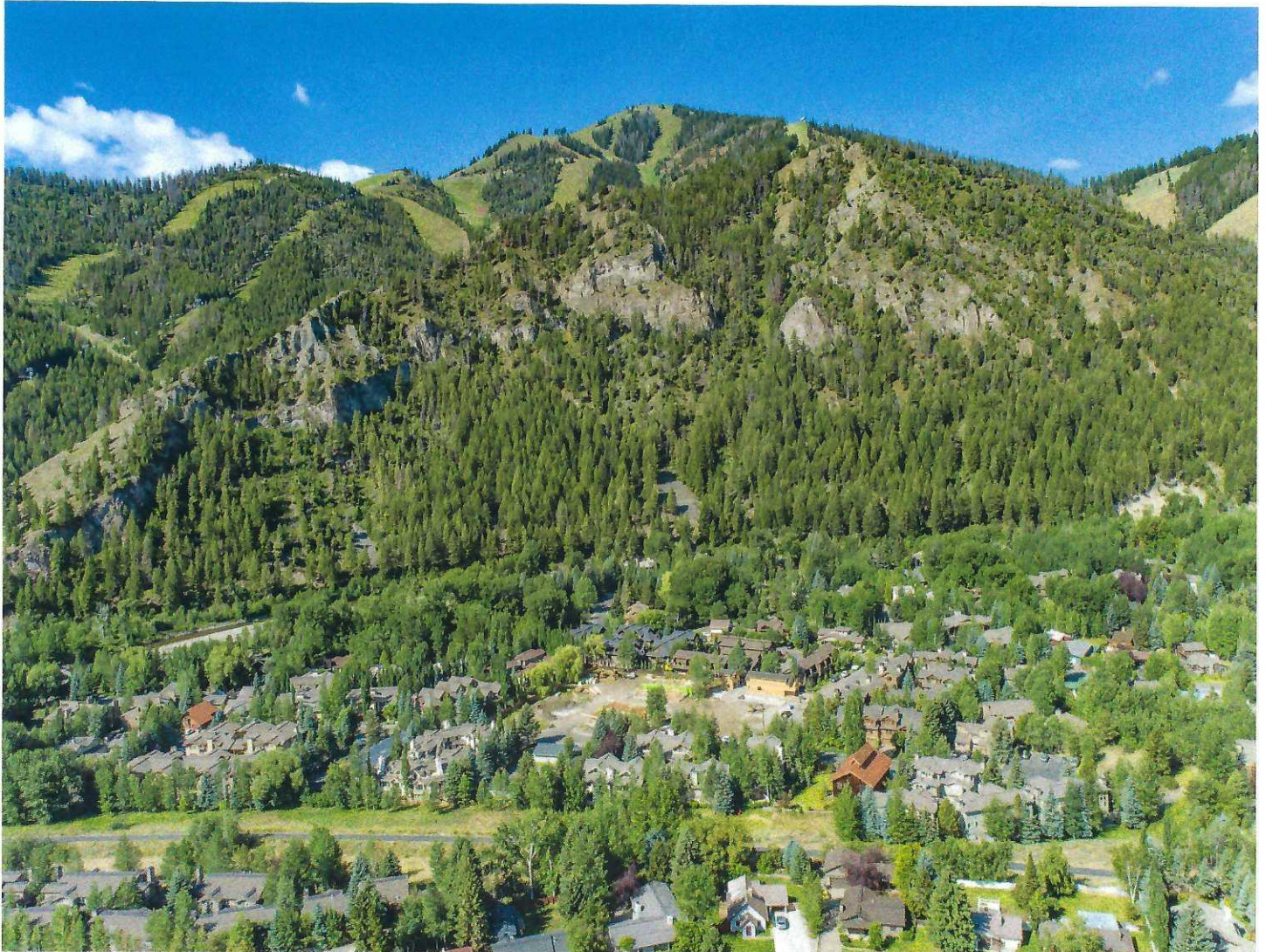


**TEST PIT SITE PLAN PHOTO 1**  
Proposed Rember Street Residences  
Lots 3A & 4A, Bavarian Village Subdivision  
110 & 106 Rember Street  
Ketchum, ID 83340  
Image captured on July 24, 2020





**TEST PIT SITE PLAN PHOTO 2**  
Proposed Rember Street Residences  
Lots 3A & 4A, Bavarian Village Subdivision  
110 & 106 Rember Street  
Ketchum, ID 83340  
Image captured on July 24, 2020

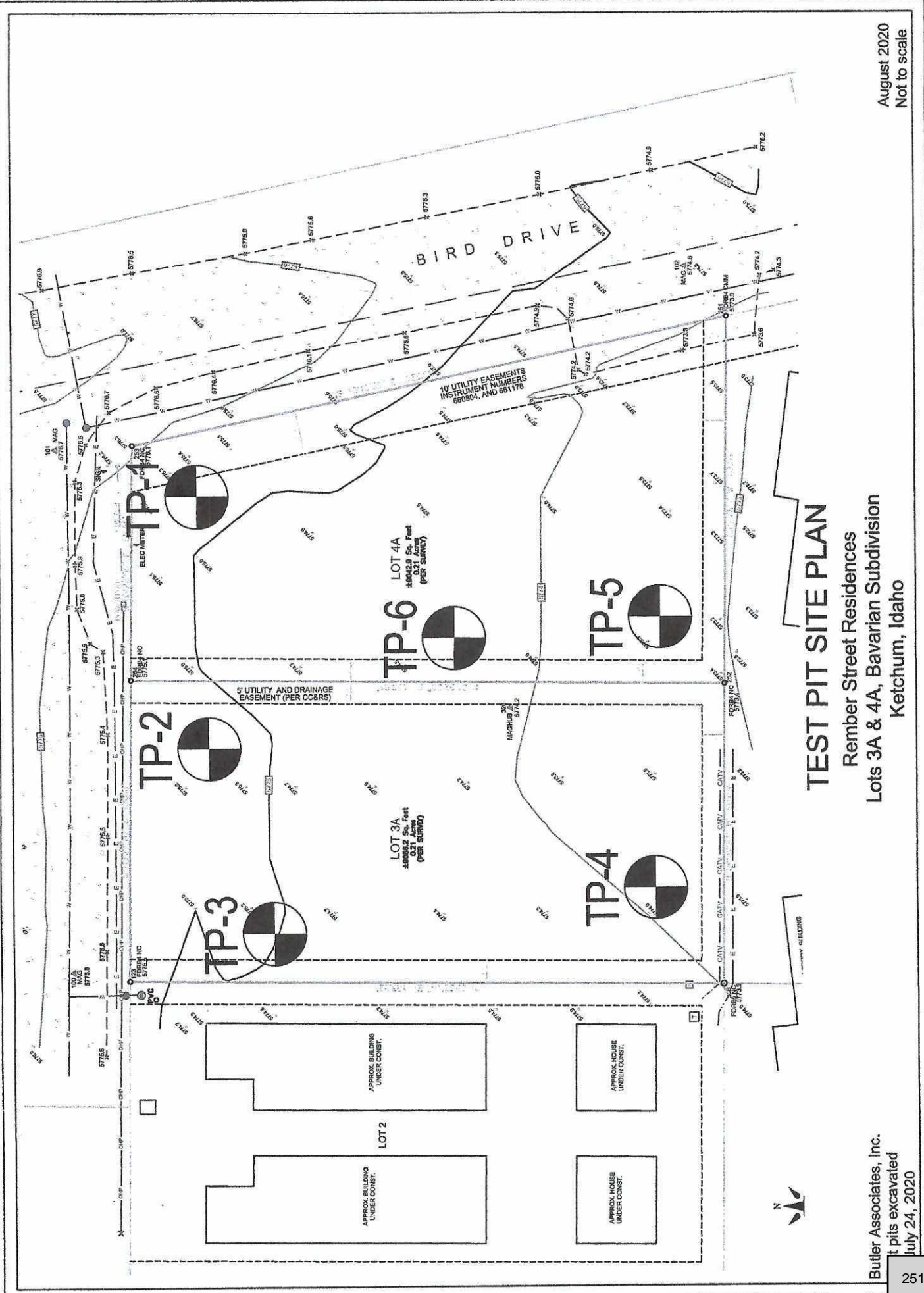


**TEST PIT SITE PLAN PHOTO 2**  
Proposed Rember Street Residences  
Lots 3A & 4A, Bavarian Village Subdivision  
110 & 106 Rember Street  
Ketchum, ID 83340  
Image captured on July 24, 2020

# TEST PIT SITE PLAN

Rember Street Residences  
Lots 3A & 4A, Bavarian Subdivision  
Ketchum, Idaho

Butler Associates, Inc.  
Test pits excavated  
July 24, 2020



**EXPLORATORY TEST PIT #1**  
Proposed Rember Street Residences  
Lots 3A & 4A, Bavarian Village Subdivision  
110 & 106 Rember Street  
Ketchum, ID 83340

<b>DEPTH (Feet)</b>	<b>USCS SOIL CLASS</b>	<b>SOIL DESCRIPTION</b>
0.0'-up to 4.0'	GM	Silty fine SAND, GRAVEL & COBBLE, trace Roots & Debris (FILL) Brown, loose, dry-damp.
4.0'-7.5'	GW	SAND, GRAVEL, COBBLE & BOULDER (NATIVE) Brown, compact-dense, damp.

Test Pit completed on July 24, 2020.

See *Test Pit Site Plan* for test pit location.

The test pit surface elevation is approximately 5775.0 feet based on the topographic survey by Benchmark Associates, Inc.

Groundwater encountered at 6.0 feet below grade.

Test pit terminated at 7.5 feet below existing grade after reaching several feet below typical crawlspace footings and due to the consistency of the soil type between the test pits.

No soil sample retrieved.

Sloughing of test pit walls in native sand and gravel soils.

Excavation equipment: DEERE track-mounted excavator.



**EXPLORATORY TEST PIT #2**  
Proposed Rember Street Residences  
Lots 3A & 4A, Bavarian Village Subdivision  
110 & 106 Rember Street  
Ketchum, ID 83340

<b>DEPTH (Feet)</b>	<b>USCS SOIL CLASS</b>	<b>SOIL DESCRIPTION</b>
0.0'-2.5'	GM	Silty fine SAND, GRAVEL & COBBLE, trace Roots & Debris (FILL) Brown, loose, dry-damp.
2.5'-7.6'	GW	SAND, GRAVEL, COBBLE & BOULDER (NATIVE) Brown, compact-dense, damp.

Test Pit completed on July 24, 2020.

See *Test Pit Site Plan* for test pit location.

The test pit surface elevation is approximately 5775.0 feet based on the topographic survey by Benchmark Associates, Inc.

Groundwater encountered at 6.0 feet below grade.

Test pit terminated at 7.6 feet below existing grade after reaching several feet below typical crawlspace footings and due to the consistency of the soil type between the test pits.

No soil sample retrieved.

Sloughing of test pit walls in native sand and gravel soils.

Excavation equipment: DEERE track-mounted excavator.



**EXPLORATORY TEST PIT #3**  
Proposed Rember Street Residences  
Lots 3A & 4A, Bavarian Village Subdivision  
110 & 106 Rember Street  
Ketchum, ID 83340

<b>DEPTH (Feet)</b>	<b>USCS SOIL CLASS</b>	<b>SOIL DESCRIPTION</b>
0.0'-up to 2.8'	GM	Silty fine SAND, GRAVEL & COBBLE, trace Roots & Debris (FILL) Brown, loose, dry-damp.
2.8'-7.9'	GW	SAND, GRAVEL, COBBLE & BOULDER (NATIVE) Brown, compact-dense, damp.

Test Pit completed on July 24, 2020.

See *Test Pit Site Plan* for test pit location.

The test pit surface elevation is approximately 5775.0 feet based on the topographic survey by Benchmark Associates, Inc.

Groundwater encountered at 6.0 feet below grade.

Test pit terminated at 7.9 feet below existing grade after reaching several feet below typical crawlspace footings and due to the consistency of the soil type between the test pits.

No soil sample retrieved.

Sloughing of test pit walls in native sand and gravel soils.

Excavation equipment: DEERE track-mounted excavator.



**EXPLORATORY TEST PIT #4**  
Proposed Rember Street Residences  
Lots 3A & 4A, Bavarian Village Subdivision  
110 & 106 Rember Street  
Ketchum, ID 83340

<b>DEPTH (Feet)</b>	<b>USCS SOIL CLASS</b>	<b>SOIL DESCRIPTION</b>
0.0'-2.0'	GM	Silty fine SAND, GRAVEL & COBBLE, trace Roots & Debris (FILL) Brown, loose, dry-damp.
2.0'-7.0'	GW	SAND, GRAVEL, COBBLE & BOULDER (NATIVE) Brown, compact-dense, damp.

Test Pit completed on July 24, 2020.

See *Test Pit Site Plan* for test pit location.

The test pit surface elevation is approximately 5774.0 feet based on the topographic survey by Benchmark Associates, Inc.

Groundwater encountered at 5.5 feet below grade.

Test pit terminated at 7.0 feet below existing grade after reaching several feet below typical crawlspace footings and due to the consistency of the soil type between the test pits.

No soil sample retrieved.

Sloughing of test pit walls in native sand and gravel soils.

Excavation equipment: DEERE track-mounted excavator.



**EXPLORATORY TEST PIT #5**  
Proposed Rember Street Residences  
Lots 3A & 4A, Bavarian Village Subdivision  
110 & 106 Rember Street  
Ketchum, ID 83340

<b>DEPTH (Feet)</b>	<b>USCS SOIL CLASS</b>	<b>SOIL DESCRIPTION</b>
0.0'-2.8'	GM	Silty fine SAND, GRAVEL & COBBLE, trace Roots & Debris (FILL) Brown, loose, dry-damp.
2.8'-6.9'	GW	SAND, GRAVEL, COBBLE & BOULDER (NATIVE) Brown, compact-dense, damp.

Test Pit completed on July 24, 2020.

See *Test Pit Site Plan* for test pit location.

The test pit surface elevation is approximately 5773.3 feet based on the topographic survey by Benchmark Associates, Inc.

Groundwater encountered at 5.7 feet below grade.

Test pit terminated at 6.9 feet below existing grade after reaching several feet below typical crawlspace footings and due to the consistency of the soil type between the test pits.

No soil sample retrieved.

Sloughing of test pit walls in native sand and gravel soils.

Excavation equipment: DEERE track-mounted excavator.





**EXPLORATORY TEST PIT #6**  
Proposed Rember Street Residences  
Lots 3A & 4A, Bavarian Village Subdivision  
110 & 106 Rember Street  
Ketchum, ID 83340

<b>DEPTH (Feet)</b>	<b>USCS SOIL CLASS</b>	<b>SOIL DESCRIPTION</b>
0.0'-3.0'	GM	Silty fine SAND, GRAVEL & COBBLE, trace Roots & Debris (FILL) Brown, loose, dry-damp.
3.0'-7.1'	GW	SAND, GRAVEL, COBBLE & BOULDER (NATIVE) Brown, compact-dense, damp.

Test Pit completed on July 24, 2020.

See *Test Pit Site Plan* for test pit location.

The test pit surface elevation is approximately 5774.5 feet based on the topographic survey by Benchmark Associates, Inc.

Groundwater encountered at 6.0 feet below grade.

Test pit terminated at 7.1 feet below existing grade after reaching several feet below typical crawlspace footings and due to the consistency of the soil type between the test pits.

No soil sample retrieved.

Sloughing of test pit walls in native sand and gravel soils.

Excavation equipment: DEERE track-mounted excavator.



# SOILS CLASSIFICATION / LEGEND

## RELATIVE DENSITY OR CONSISTENCY UTILIZING STANDARD PENETRATION TEST VALUES

COHESIONLESS SOILS (a)			COHESIVE SOILS (b)		
Density (c)	N. blows/ft. (c)	Relative Density (%)	Consistency	N. blows/ft. (c)	Undrained (d) Shear Strength (psf)
Very loose	0 to 4	0 - 15	very soft	0 to 2	<250
Loose	4 to 10	15 - 35	soft	2 to 4	250-500
Compact	10 to 30	35 - 65	firm	4 to 8	500-1000
Dense	30 to 50	65 - 85	stiff	8 to 15	1000-2000
Very Dense	over 50	>85	very stiff Hard	15 to 30 over 30	2000-4000 >4000

- (a) Soils consisting of gravel, sand, and silt, either separately or in combination, possessing no characteristics of plasticity and exhibiting drained behavior.
- (b) Soils possessing the characteristics of plasticity and exhibiting undrained behavior.
- (c) Refer to text of ASTM D 1586-84 for a definition of N; in normally consolidated cohesionless soils Relative Density terms are based on N<sub>v</sub> values corrected for overburden pressures.
- (d) Undrained shear strength = 1/2 unconfined compression strength.

## COMPONENT DEFINITIONS BY GRADATION

COMPONENT	SIZE RANGE
Boulders	Above 12 inches
Cobbles	3 inches to 12 inches
Gravel	3 inches to No. 4 (4.76 mm)
Coarse gravel	3 inches to 3/4 inch
Fine gravel	3/4 inch to No. 4 (4.76mm)
Sand	No. 4 (4.76mm) to No. 200 (0.074mm)
Coarse sand	No. 4 (4.76) to No. 10. (2.0mm)
Medium sand	No. 10 (2.0mm) to No. 40 (0.42mm)
Fine sand	No. 40 (0.42) to No. 200 (0.074mm)
Silt & Clay	Smaller than No. 200 (0.074mm)

## LABORATORY TESTS

TEST	DESIGNATION
Moisture	(1)
Density	D
Grain Size	G
Hydrometer	H
Atterberg Limits	(1)
Consolidation	C
Unconfined	U
UU Triax	UU
CU Triax	CU
CD Triax	CD
Permeability	P

(1) Moisture & Atterberg Limits

## SAMPLES

SS	SPT Samplers
HD	Heavy Duty Split Spoons
SH	Shelby Tube
P	Pitcher Sampler
B	Bulk
C	Cord

Unless otherwise noted, drive samples advanced with 140 lb. Hammer with 30 inch drop.

## COMPONENT PROPORTIONS

DESCRIPTIONS	RANGE OF PROPORTION
Trace	0 - 5%
Little	5 - 12%
Some or Adjective (a)	12 - 30%
And	30 - 50%

(a) Use Gravelly, Sandy or Silty as appropriate.

## SILT & CLAY DESCRIPTIONS

DESCRIPTIONS	TYPICAL UNIFIED DESIGNATION
Silt	ML (non-plastic)
Clayey Silt	CL-ML (low plasticity)
Silty Clay	CL
Clay	CH
Plastic Silt	MH
Organic Soils	OL, OH, Pt

## UNIFIED SOIL CLASSIFICATION SYSTEM

MAJOR DIVISIONS		SYMBOL	TYPICAL NAMES
COARSE GRAINED SOILS	GRAVELS More than 50% of coarse fraction retained on No. 4 Sieve	CLEAN GRAVELS GW	Well-Graded gravel
		GP	Poorly-graded gravels
	GRAVELS WITH FINES	GM	Gravel and Silt Mixtures
		GC	Gravel and Clay Mixtures
	SANDS 50% or more of coarse fraction passes No. 4 Sieve	CLEAN SANDS SW	Well-graded Sands
		SP	Poorly-graded Sands
SANDS WITH FINES more than 12% fines		SM	Sand and Silt Mixtures
FINE GRAINED SOILS 50% or more passes the No. 200 Sieve	SILTS & CLAYS Liquid limit less than 50	INORGANIC CL	Low-plasticity Clays
		ML	Non-plastic and Low-plasticity Silts
	ORGANIC OL	Organic Silt and Clay of Low plasticity.	
	SILTS & CLAYS Liquid limit less than 50	INORGANIC CH	High Plasticity Clays
		MH	High Plasticity Silts
ORGANIC OH	High-plasticity-Organic Clays High-plasticity-Organic Silts		
HIGHLY ORGANIC SOILS	PT	Peat, Muck and Other Highly Organic Soils	



# Rember Street Residences

Latitude, Longitude: 43.67601142, -114.36987484



<b>Date</b>	8/12/2020, 4:53:50 PM
<b>Design Code Reference Document</b>	IBC-2015
<b>Risk Category</b>	II
<b>Site Class</b>	C - Very Dense Soil and Soft Rock

Type	Value	Description
S <sub>S</sub>	0.591	MCE <sub>R</sub> ground motion. (for 0.2 second period)
S <sub>1</sub>	0.171	MCE <sub>R</sub> ground motion. (for 1.0s period)
S <sub>MS</sub>	0.688	Site-modified spectral acceleration value
S <sub>M1</sub>	0.278	Site-modified spectral acceleration value
S <sub>DS</sub>	0.459	Numeric seismic design value at 0.2 second SA
S <sub>D1</sub>	0.185	Numeric seismic design value at 1.0 second SA

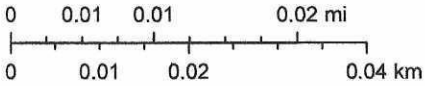
Type	Value	Description
SDC	C	Seismic design category
F <sub>a</sub>	1.164	Site amplification factor at 0.2 second
F <sub>v</sub>	1.629	Site amplification factor at 1.0 second
PGA	0.238	MCE <sub>G</sub> peak ground acceleration
F <sub>PGA</sub>	1.162	Site amplification factor at PGA
PGA <sub>M</sub>	0.277	Site modified peak ground acceleration
T <sub>L</sub>	6	Long-period transition period in seconds
SsRT	0.591	Probabilistic risk-targeted ground motion. (0.2 second)
SsUH	0.639	Factored uniform-hazard (2% probability of exceedance in 50 years) spectral acceleration
SsD	1.5	Factored deterministic acceleration value. (0.2 second)
S1RT	0.171	Probabilistic risk-targeted ground motion. (1.0 second)
S1UH	0.18	Factored uniform-hazard (2% probability of exceedance in 50 years) spectral acceleration.
S1D	0.6	Factored deterministic acceleration value. (1.0 second)
PGAd	0.6	Factored deterministic acceleration value. (Peak Ground Acceleration)
C <sub>RS</sub>	0.925	Mapped value of the risk coefficient at short periods
C <sub>R1</sub>	0.948	Mapped value of the risk coefficient at a period of 1 s

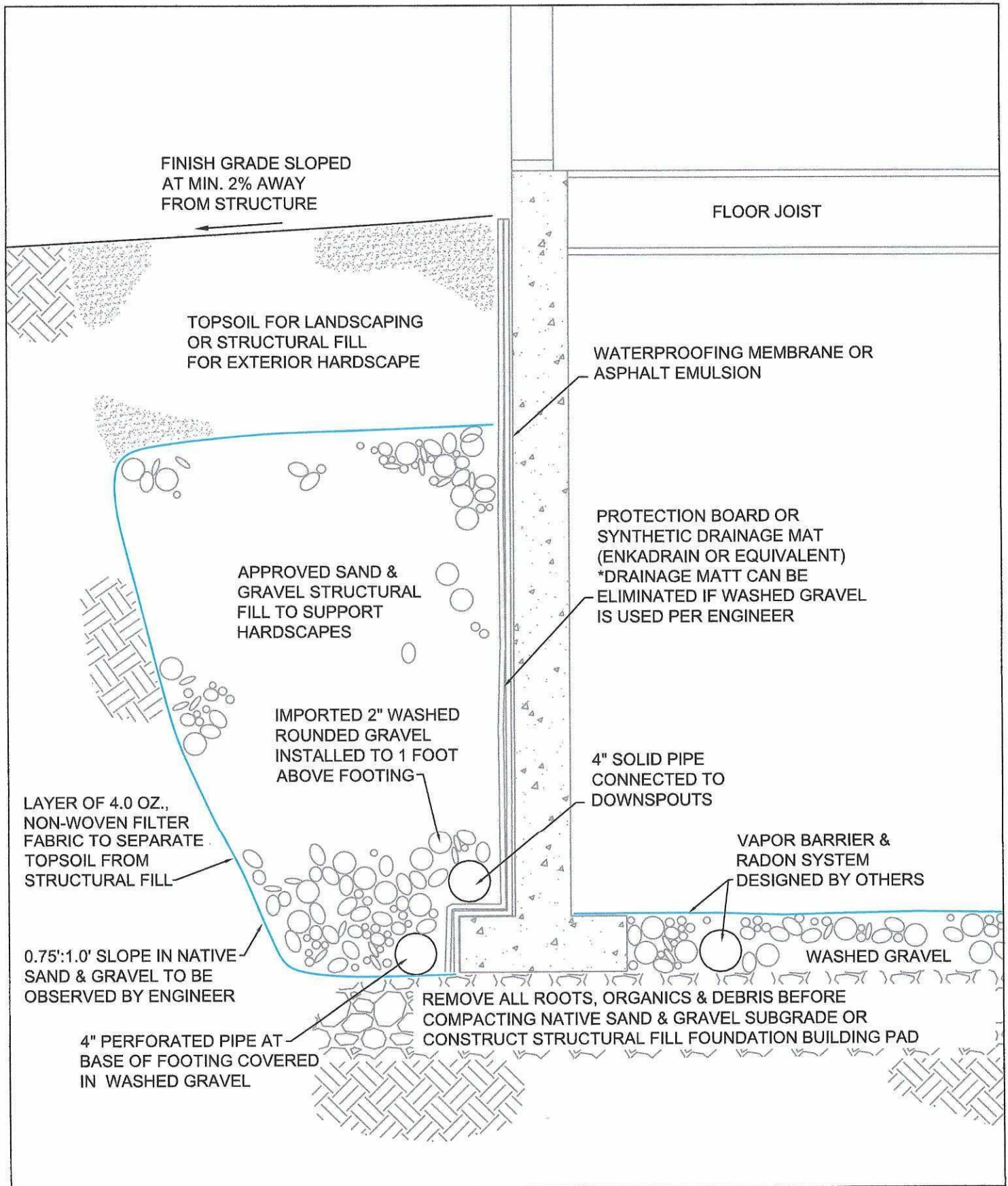
# Parcel Information Map



July 24, 2020

1:851





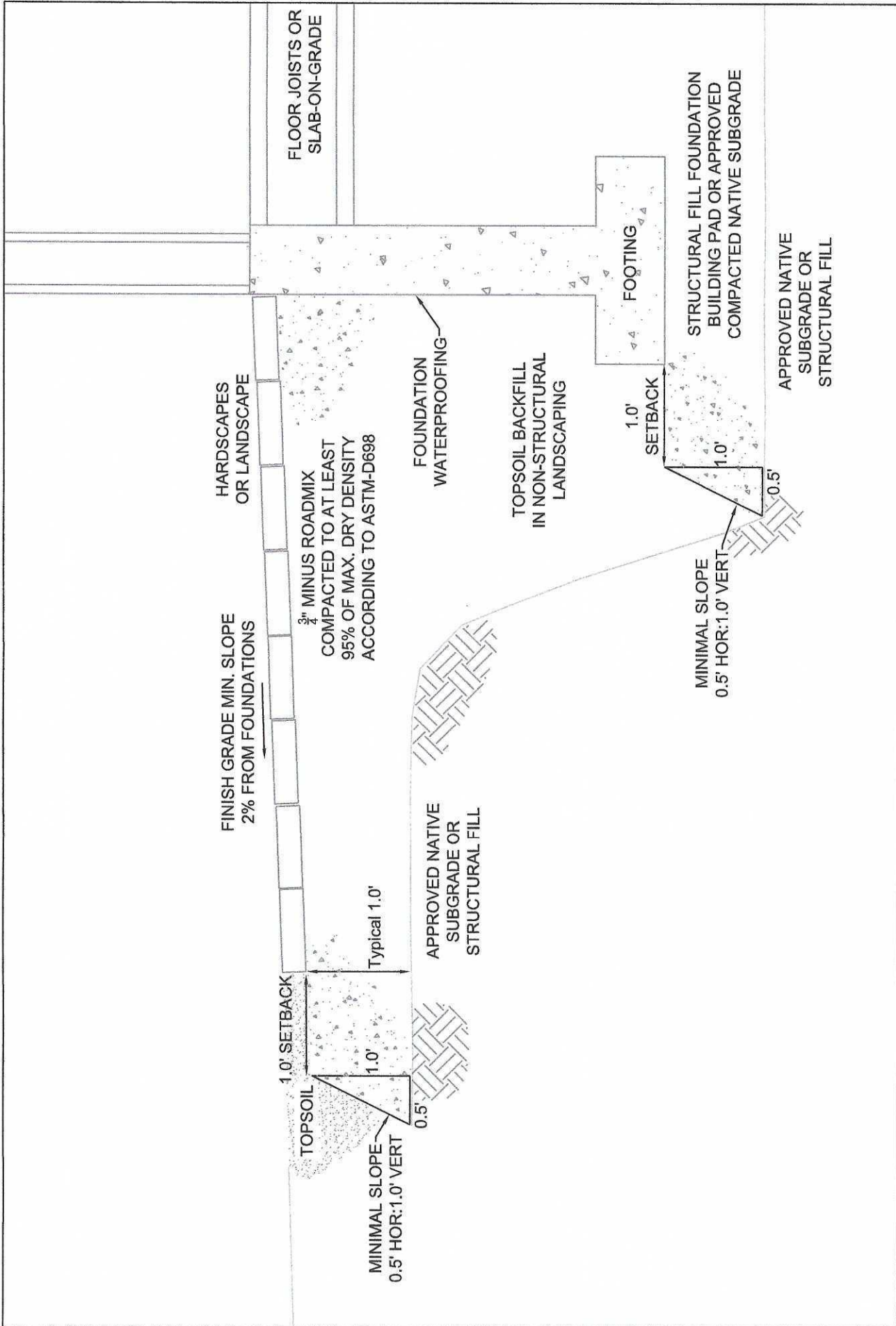
**CRAWLSPACE FOUNDATION WALL DRAINAGE PROFILE**

Proposed Lot 10 Residence  
 Lots 3A & 4A, Block 1, Bavarian Village Subdivision  
 Ketchum, Idaho

Butler Associates, Inc.  
 P.O.B. 1034  
 Ketchum, ID 83340  
 208.720.6432  
 svgeotech@gmail.com

8-12-20

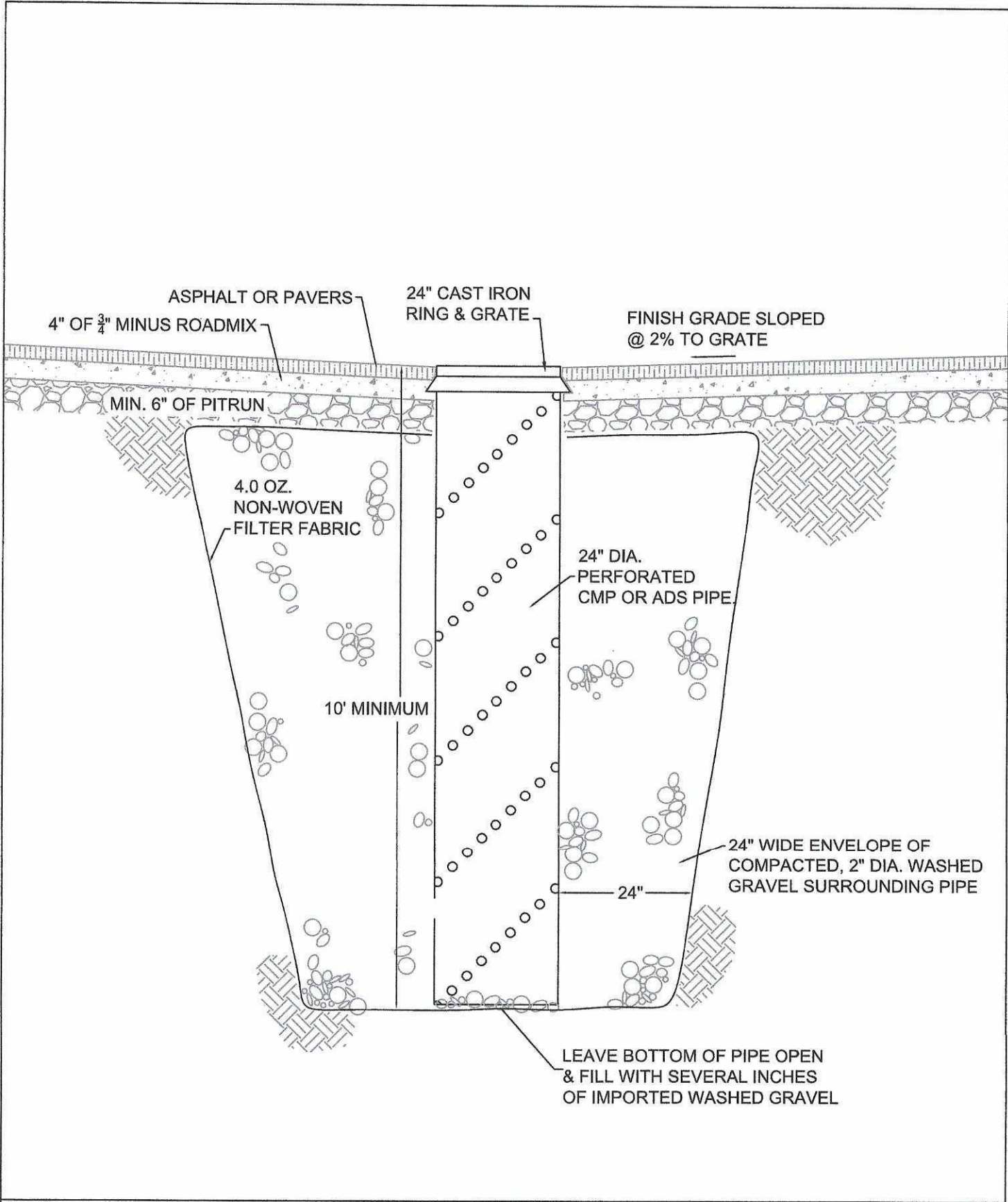
No. e



**STRUCTURAL FILL / FOUNDATION SUBGRADE CONCEPTS PROFILE**  
 Proposed Lot 10 Residence  
 Lots 3A & 4A, Block 1, Bavarian Village Subdivision  
 Ketchum, Idaho

Butler Associates, Inc.  
 P.O.B. 1034  
 Ketchum, ID 83340  
 208.720.6432  
 svgeotech@gmail.com

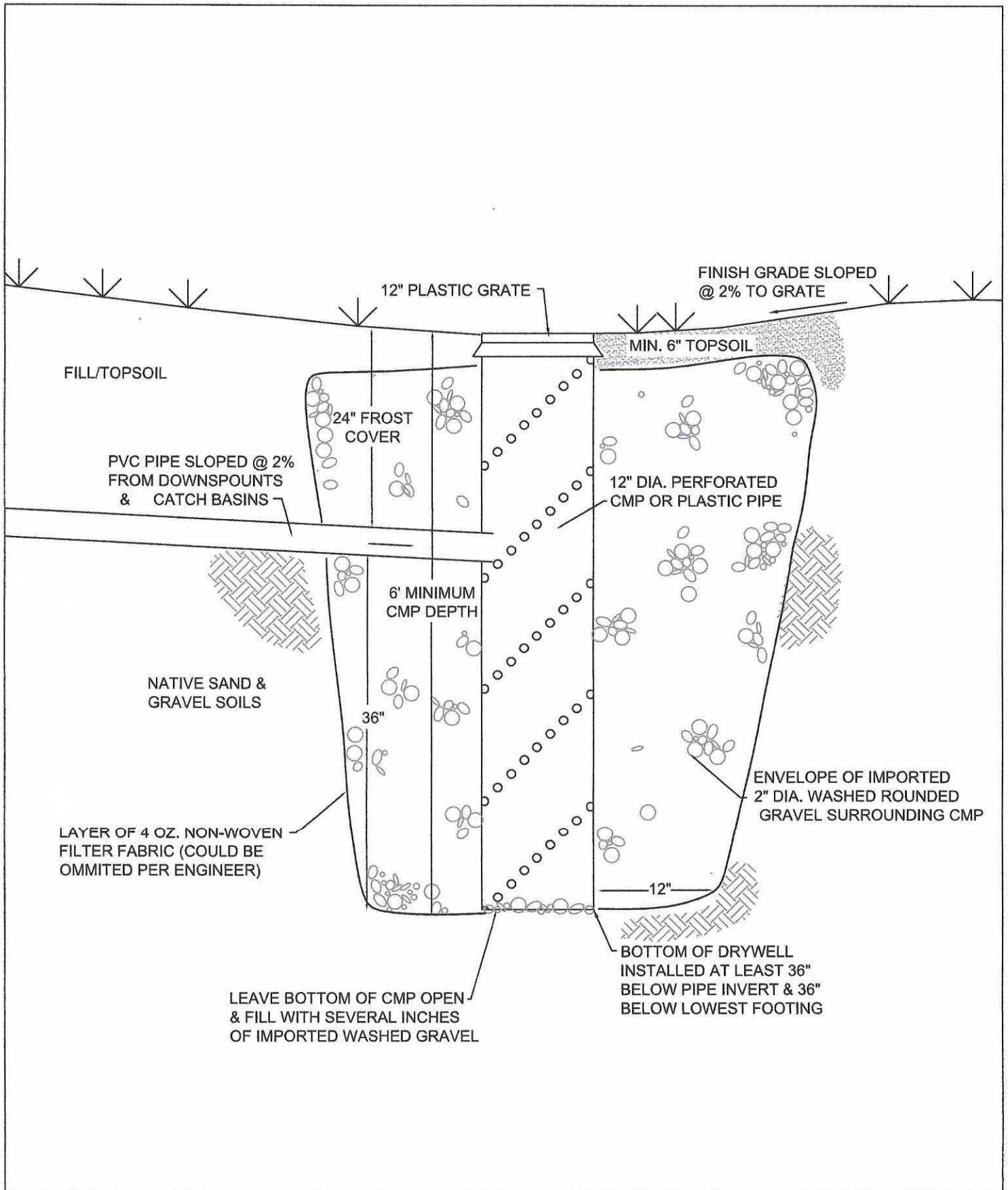
8-12-20  
 Not To Scale



**STORMWATER DRYWELL PROFILE**  
 Proposed Lot 10 Residence  
 Lots 3A & 4A, Block 1, Bavarian Village Subdivision  
 Ketchum, Idaho

Butler Associates, Inc.  
 P.O.B. 1034  
 Ketchum, ID 83340  
 208.720.6432  
 svgeotech@gmail.com

8-12-20  
 Not To Scale



## LANDSCAPE DRYWELL PROFILE

Proposed Lot 10 Residence  
 Lots 3A & 4A, Block 1, Bavarian Village Subdivision  
 Ketchum, Idaho

Butler Associates, Inc.  
 P.O.B. 1034  
 Ketchum, ID 83340  
 208.720.6432  
 svgeotech@gmail.com

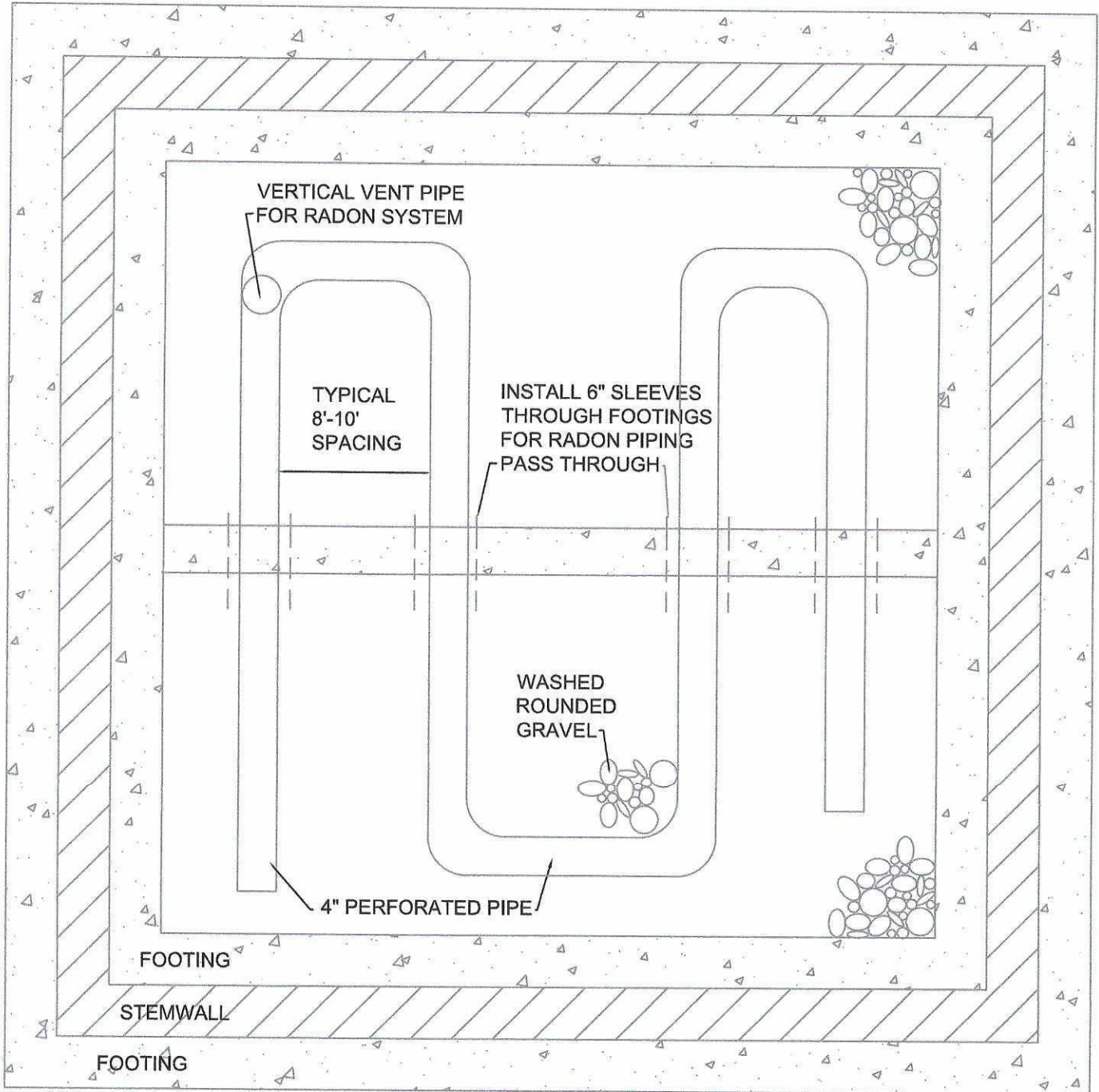
8-12-20

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264



\*TYPICALLY WASHED GRAVEL PLACED OVER PERFORATED PIPE TO TOP OF FOOTING AND COVERED WITH VAPOR BARRIER THAT IS SEALED TO TOP OF FOOTING



\*\*RADON SYSTEM DESIGNED BY OTHERS

# RADON SYSTEM CONCEPTS PLAN

Proposed Lot 10 Residence  
 Lots 3A & 4A, Block 1, Bavarian Village Subdivision  
 Ketchum, Idaho

Butler Associates, Inc.  
 P.O.B. 1034  
 Ketchum, ID 83340  
 208.720.6432  
 svgeotech@gmail.com

8-12-20

No

265

**Exhibit B:**  
**Planning Review #1 Comments**  
**and**  
**Applicant Response**



## PLANNING REVIEW (Ketchum Municipal Code Title 17 Zoning Regulations)

**Project:** Westcliff Townhomes Pre-Application Design Review  
**Location:** 106 & 110 Rember Street (Bavarian Village Subdivision: Lots 3A and 4A)  
**Zoning District:** General Residential High Density (GR-H) Zoning District  
**Overlay:** None  
**Use:** Multi-Family Residential Dwelling Units

**Pre-Application Number:** P21-007  
**Associated Applications:** Lot Line Shift P20-089 & Townhouse Subdivision Preliminary Plat P21-008  
**Review Date:** January 28, 2021  
**Review Cycle:** #1

**Scope of Work:** The Westcliff Townhomes development is comprised of four new detached townhome units and associated site improvements located at the southwest corner of Rember Street and Bird Drive.

Item #	Sheet Title	Planning Review Comment Review #1 January 27, 2021	<i>Applicant Response and Description of Correction to Plans</i>
1	A1	<p>The permitted FAR in the General Residential High Density (GR-H) Zoning District is 0.5. The Planning &amp; Zoning Commission may allow an increased FAR subject to Design Review (Ketchum Municipal Code §17.124.040.B). Ketchum Municipal Code does not guarantee 1.4 as the allowed FAR. New developments may be permitted an increased FAR above 0.5 at the Commission’s discretion through Design Review. To receive more floor area, new buildings must complement the scale and character of the surrounding neighborhood.</p> <p>Your FAR calculations include a 2,800-square-foot parking credit for groundwater issues. The project site’s groundwater issues must be verified by an Idaho-licensed engineer (Ketchum Municipal Code §17.124.040.B.2b). If the city determines that the site conditions preclude underground parking, 350-square-feet per required parking space may be subtracted from the project’s total square footage.</p>	<p><i>Project proposed FAR is .67 including the 2800 S.F. parking credit for ground water issues.</i></p> <p><i>Butler Associates, our local Idaho-licensed Geotechnical Engineer has detailed the ground water issues in his report, which will be part of the application package. Butler recommends that there be no underground structures on the property due to high water table found in test pits dug in August of 2020.</i></p>
2	A1	<p>The project plans should note the total open space proposed for the multi-family residential development. The minimum required open space area in the GR-H Zone is 35% (Ketchum Municipal Code §17.12030).</p>	<p><i>The proposed open space for the project is 35.7%, lot area to total building footprint. This is now noted on the cover sheet A1 under Building Data.</i></p>
3	A1 & C (Survey)	<p>The legal description on Sheet A1 and the Survey indicate the development is located on Lots 3A and 4A of Bavarian Village Subdivision. The Ketchum City Council approved</p>	<p><i>The legal description noted on Sheet A1 has been corrected to reflect the lot line</i></p>



## PLANNING REVIEW (Ketchum Municipal Code Title 17 Zoning Regulations)

		Lot Line Shift Application P20-089 to vacate the common boundary line separating Lot 3A and 4A of Bavarian Village Subdivision to create amended Lot 3B on November 16, 2020. This amended plat map must be recorded prior to action on the proposed Townhouse Subdivision Preliminary Plat.	<i>vacation to create amended Lot 3B.</i>
4	C (Preliminary Plat)	The preliminary plat map is missing the building envelope that is required for corner lots (Ketchum Municipal Code §16.04.040.F2).	<i>The plat map and landscape plans now show the building envelope.</i>
5	L-1.0 Site Plan	The site plan indicates a new transformer located at the northeast corner of the property. Pursuant to Ketchum Municipal Code §17.96.060.D2, utilities shall be located underground and all utility, power, and communication lines within the development site shall be concealed from public view. The location of the new transformer as approved by Idaho Power and the screening required by Ketchum Municipal Code §17.96.060.D2 must be shown on the project plans.	<i>All utility lines are underground. Please clarify any additional screening requirement.  [The transformer/J-box has to be visible for service access from the street with no obstructions within 10' on one side and 2' on others.]</i>
6	L-1.0 Site Plan	The site plan only specifies the width of the driveway to access townhome unit 3. Please indicate the widths of all driveways within the development. Pursuant to Ketchum Municipal Code §17.125.030.H, a maximum of 35% of the linear footage of any street frontage may be devoted to access off-street parking.	<i>Dimensions and Calculations Added to L-1.0  Total Street Frontage = 267.61 lf  Total Driveway/Off Street Parking = 64.9 lf / 24%</i>
7	L-1.0 Site Plan	Please specify the distance from the driveway entrances accessing units 2 and 4 to the intersection of Rember Street and Bird Drive as measured along the property line adjacent to the right-of-way. Ketchum Municipal Code §17.96.060.G4 requires that curb cuts and driveway entrances shall be no closer than 20 feet to the nearest intersection of 2 or more streets as measured along the property line adjacent to the right-of-way. The City Engineer may increase minimum distance requirements due to site conditions or projected traffic levels or speed.	<i>Dimensions Added to L-1.0  Distance of Driveway Entrances to Intersection:  Unit 2 = 33.2'  Unit 4 = 97.7'</i>
8	L-2.0 Grading Plan	The site wall elevation as shown on Sheet L-2.0 indicates that the address panels will be 5 feet tall. Ketchum Municipal Code §17.124.130 specifies that fences, hedges, and walls shall not exceed 4 feet in height when located less than 30 feet from the	<i>The proposed Address Panels are only 4'-6" wide, which we feel would not usually be considered to be a fence, hedge or wall.</i>



## PLANNING REVIEW (Ketchum Municipal Code Title 17 Zoning Regulations)

		front lot line and shall not exceed 6 feet in height when located more than 30 feet from the front lot line.	<i>Given that Fire Code (bottom of numbers have to be min. 48" above finish grade), address markers have to be taller than 4'. Please advise. We welcome additional discussions.</i>
9	A3 Floor Plans	Indicate the parking stall dimensions within the 2-car garage on the first-level floor plan. Parking spaces must meet the minimum dimensions specified in Ketchum Municipal Code §17.125.030.	<i>Parking Stall Dimensions have been added to the floor plans on sheet A3</i>
10	A4 Roof Plan	The roof plan should specify proposed drainage for the gravel-ballasted membrane roof system. Pursuant to KMC §17.96.060.C1, all storm-water drainage shall be retained on site, including water from any roof drains.	<i>Roof drains have been noted on the roof plan, sheet A4, and will be internal drains hard piped to drywells noted on the Civil and Landscape Plans</i>
11	A5 Building Elevations	Sheet A5 indicates the elevations of the finished floors at the first level, second level, and third level. The elevations should also indicate the maximum height of each townhome unit.	<i>Overall building height from finish grade has been added to the building elevations on sheet A5, and the highest point of roof over lowest grade height is called out for each building on the building sections on page A7</i>
12	A8 Color Board	The color and material sample board must show all exterior material used on the façade of the structure (Ketchum Municipal Code §17.96.040.C.2i), including the balcony's steel railings and garage doors.	<i>The color board now lists the railings and garage doors as well as the other materials for the building.</i>

**Reviewed by:**

*Abigail Rivin*

**Date:** 1/27/2021

Abby Rivin, AICP

Associate Planner

City of Ketchum Department of Planning and Building