



City of Ketchum

CITY COUNCIL MEETING AGENDA MEMO

Meeting Date: December 4, 2023 Staff Member/Dept: Abby Rivin, AICP-Senior Planner, Planning and Building Department

Agenda Item: Recommendation to review and approve the Crossbuck McNee Townhomes Subdivision Final Plat Application and adopt the Findings of Fact, Conclusions of Law, and Decision.

Recommended Motion:

I move to approve the Crossbuck McNee Townhomes Subdivision Final Plat and adopt the Findings of Fact, Conclusions of Law, and Decision.

Reasons for Recommendation:

- The Planning and Zoning Commission unanimously approved the Crossbuck McNee Townhomes Design Review Application File No. P21-025 and recommended approval of the Townhouse Subdivision Preliminary Plat Application File No. P21-026 on August 24, 2021. The City Council approved the Crossbuck McNee Townhouse Subdivision Preliminary Plat and Phased Townhouse Subdivision Agreement 22854 for the project on June 12, 2023.
The phased townhouse subdivision agreement allows review and approval of the final plat following a certificate of occupancy being issued on the first townhouse unit. The townhouse on subplot 1B was issued a Temporary Certificate of Occupancy on October 10, 2023. Construction of the detached townhome unit on subplot 1A as well as remaining site improvements for the project is nearing completion.
The application complies with all applicable standards for Final Plats and Townhouse Subdivisions as specified in the Subdivision Regulations (Title 16) of Ketchum Municipal Code. All conditions of approval of the preliminary plat have been met. All city departments have reviewed the application and have no issues or concerns with the proposed townhouse subdivision.

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

Sustainability Impact:

None OR state impact here: Approval of the final plat does not limit the city's ability to reach its sustainability goals outlined in the Sustainability Action Plan.

Financial Impact:

None OR Adequate funds exist in account: None

Attachments:

- Townhouse Subdivision Final Plat Application and Supporting Materials
Townhouse Subdivision Final Plat
Draft Findings of Fact, Conclusions of Law, and Decision

# Attachment 1

Townhouse Subdivision  
Final Plat Application  
and  
Supporting Materials



**City of Ketchum  
Planning & Building**

OFFICIAL USE ONLY	
Application Number:	P23-091
Date Received:	10/5/23
By:	HLN
Fee Paid:	\$2000
Approved Date:	
By:	

**Subdivision Application-Final Plat**

Submit completed application and documentation to [planningandzoning@ketchumidaho.org](mailto:planningandzoning@ketchumidaho.org) Or hand deliver to Ketchum City Hall, 191 5<sup>th</sup> St. W. Ketchum, ID If you have questions, please contact the Planning and Building Department at (208) 726-7801. To view the Development Standards, visit the City website at: [www.ketchumidaho.org](http://www.ketchumidaho.org) and click on Municipal Code. You will be contacted and invoiced once your application package is complete.

APPLICANT INFORMATION			
Name of Proposed Subdivision: CROSSBUCK McNEE TOWNHOMES			
Owner of Record: MMDM11, LLC.			
Address of Owner: PO BOX 2028, SUN VALLEY, IDAHO 83353			
Representative of Owner: BRUCE SMITH, ALPINE ENTERPRISES INC.			
Legal Description: LOT 1A, BLOCK 67, KETCHUM TOWNSITE RPK 0000067002A			
Street Address: NA - NOT ASSIGNED			
SUBDIVISION INFORMATION			
Number of Lots/Parcels: 2 TOWNHOUSE SUBLOTS			
Total Land Area: 8,240 Sq. Ft - 0.19 Ac.			
Current Zoning District: GR-L			
Proposed Zoning District: GR-L			
Overlay District: NONE			
TYPE OF SUBDIVISION			
Condominium <input type="checkbox"/>	Land <input type="checkbox"/>	PUD <input type="checkbox"/>	Townhouse <input checked="" type="checkbox"/>
Adjacent land in same ownership in acres or square feet: NONE			
Easements to be dedicated on the final plat: PUBLIC UTILITY EASEMENT, MUTUAL RECIPROCAL UTILITY EASEMENT, & 12' WIDE ACCESS EASEMENT			
Briefly describe the improvements to be installed prior to final plat approval: TWO TOWNHOUSE UNITS, LANDSCAPING, & ASSOCIATED INFRASTRUCTURE			
ADDITIONAL INFORMATION			
All lighting must be in compliance with the City of Ketchum's Dark Sky Ordinance			
One (1) copy of Articles of Incorporation and By-Laws of Homeowners Associations and/or Condominium Declarations			
One (1) copy of current title report and owner's recorded deed to the subject property			
One (1) copy of the preliminary plat			
All files should be submitted in an electronic format to <a href="mailto:planningandzoning@ketchumidaho.org">planningandzoning@ketchumidaho.org</a>			

Applicant agrees in the event of a dispute concerning the interpretation or enforcement of the Subdivision Application in which the City of Ketchum is the prevailing party to pay reasonable attorney's fees and costs, including fees and costs of appeal for the City of Ketchum. Applicant agrees to observe all City ordinances, laws and conditions imposed. Applicant agrees to defend, hold harmless and indemnify the City of Ketchum, city officials, agents and employees from and for any and all losses, claims, actions, judgments for damages, or injury to persons or property, and losses and expenses caused or incurred by Applicant, its servants, agents, employees, guests and business invitees and not caused by or arising out of the tortuous conduct of city or its officials, agents or employees. Applicant certifies that s/he has read and examined this application and that all information contained herein is true and correct.

*Bruce Smith*

28SEP23


Representative's Signature  
Bruce Smith, Alpine Enterprises Inc.

Date

**Instrument # 678106**

HAILEY, BLAINE, IDAHO  
01-11-2021 12:52:09 PM No. of Pages: 2  
Recorded for: TITLEONE - TWIN FALLS  
JOLYNN DRAGE Fee: \$15.00  
Ex-Officio Recorder Deputy: JB  
Electronically Recorded by Simplifile

**Sun Valley Title**

 A TitleOne Company

Order Number: 20369282

**Warranty Deed**

For value received,

**Shane B. Mace and Sharon L. Mace, Trustees of the Shane B. and Sharon L. Mace Living Trust dated August 28, 2007, as amended and restated December 3, 2014 and William C. Sundali, a married man as his sole property, who acquired title as an unmarried man**

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

**MMDM11, LLC., an Idaho limited liability company**

whose current address is PO Box 2028 Sun Valley, ID 83353

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

Lot 1A, Block 67 of LOTS 1A, 2A, 3A & 4A, BLOCK 67, KETCHUM TOWNSITE, BLAINE COUNTY, IDAHO, according to the official plat thereof, recorded as Instrument No. 658996, records of Blaine County, Idaho.

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

Dated: December 31, 2020

Shane B. and Sharon L. Mace Living Trust dated August 28, 2007, as amended and restated December 3, 2014

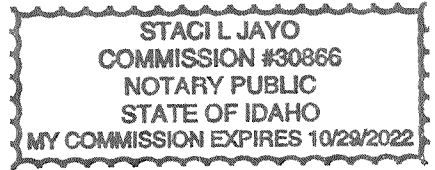
Shane B. Mace  
By: Shane B. Mace, Trustee

Sharon L. Mace  
By: Sharon L. Mace, Trustee

State of Idaho, County of Ada, ss.

On this 31<sup>st</sup> day of December, 2020, before me, the undersigned, a notary public in and for said state personally appeared Shane B. Mace and Sharon L. Mace, known or identified to me to be the person whose name is subscribed to the within instrument, as trustee of Shane B. and Sharon L. Mace Living Trust dated August 28, 2007, as amended and restated December 3, 2014 and acknowledged to me that he/she executed the same as trustee.

Staci L. Jayo  
Notary Public  
Residing In: Meridian, Id.  
My Commission Expires: 10/29/2022  
(seal)

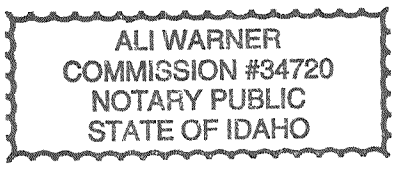


William C. Sundali  
William C. Sundali

State of: **Idaho**  
County of: **Blaine**

On this 6 day of JANUARY in the year 2021 before me, a Notary Public, personally appeared William C. Sundali, 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.

[Signature]  
Notary Public  
Residing at: 1624 Sun ID  
Comm. Expires: 9/19/24.





**Sun Valley Title**  
Authorized Agent for:  
**Title Resources Guaranty Company**

File Number: 20369282

### Contact Information

We would like to thank you for your business and we appreciate the opportunity to serve you. The title commitment has been sent to the parties listed below.

**If you have any closing questions, please contact your Escrow team:**

Alison Warner  
ali@sunvalleytitle.com  
(208)726-9341

**TitleOne Corporation dba Sun Valley Title State License: 712444**

**If you have any title questions, please contact your Title Officer:**

Nick Busdon	Sun Valley Title Address:
nbusdon@sunvalleytitle.com	271 1st Avenue North, PO Box 2365
(208)726-9341	Ketchum, ID 83340

**Agents / Brokers and Transaction Coordinators**

Daniel Sundali  
Berkshire Hathaway HomeServices  
Sun Valley Properties  
sundalire@gmail.com  
(208) 721-2523

John Sofro  
johnalanpartners@gmail.com  
(208)720-5776

Brad DuFur  
Sun Valley Real Estate LLC  
brad@sunvalleyrealestate.com  
(208)309-7035

Brenda Blackwell  
info@sunvalleyrealestate.com  
(208)726-6000



COMMITMENT FOR TITLE INSURANCE
Issued by
TITLE RESOURCES GUARANTY COMPANY

Title Resources Guaranty Company, a Texas corporation ("Company"), for a valuable consideration, commits to issue its policy or policies of title insurance, as identified in Schedule A, in favor of the Proposed Insured named in Schedule A, as owner or mortgagee of the estate or interest in the land described or referred to in Schedule A, upon payment of the premiums and charges and compliance with the Requirements; all subject to the provisions of Schedules A and B and to the Conditions of this Commitment.

This Commitment shall be effective only when the identity of the Proposed Insured and the amount of the policy or policies committed for have been inserted in Schedule A by the Company.

All liability and obligation under this Commitment shall cease and terminate 180 days after the Effective Date or when the policy or policies committed for shall issue, whichever first occurs, provided that the failure to issue the policy or policies is not the fault of the Company.

The Company will provide a sample of the policy form upon request.

This Commitment shall not be valid or binding until countersigned by a validating officer or authorized signatory.

IN WITNESS WHEREOF, Title Resources Guaranty Company has caused its corporate name and seal to be affixed by its duly authorized officers on the date shown in Schedule A.

Handwritten initials 'WK' above a signature line.

An authorized signature



Title Resources Guaranty Company

By:
President/CEO

Secretary

Handwritten signature of Michael Gayden over a line.



## CONDITIONS

1. The term mortgage, when used herein, shall include deed of trust, trust deed, or other security instrument.
2. If the proposed Insured has or acquired actual knowledge of any defect, lien, encumbrance, adverse claim or other matter affecting the estate or interest or mortgage thereon covered by this Commitment other than those shown in Schedule B hereof, and shall fail to disclose such knowledge to the Company in writing, the Company shall be relieved from liability for any loss or damage resulting from any act of reliance hereon to the extent the Company is prejudiced by failure to so disclose such knowledge. If the proposed Insured shall disclose such knowledge to the Company, or if the Company otherwise acquires actual knowledge of any such defect, lien, encumbrance, adverse claim or other matter, the Company at its option may amend Schedule B of this Commitment accordingly, but such amendment shall not relieve the Company from liability previously incurred pursuant to paragraph 3 of these Conditions.
3. Liability of the Company under this Commitment shall be only to the named proposed Insured and such parties included under the definition of Insured in the form of policy or policies committed for and only for actual loss incurred in reliance hereon in undertaking in good faith (a) to comply with the requirements hereof, or (b) to eliminate exceptions shown in Schedule B, or (c) to acquire or create the estate or interest or mortgage thereon covered by this Commitment. In no event shall such liability exceed the amount stated in Schedule A for the policy or policies committed for and such liability is subject to the insuring provisions and Conditions and the Exclusions from Coverage of the form of policy or policies committed for in favor of the proposed Insured which are hereby incorporated by reference and are made a part of this Commitment except as expressly modified herein.
4. This Commitment is a contract to issue one or more title insurance policies and is not an abstract of title or a report of the condition of title. Any action or actions or rights of action that the proposed Insured may have or may bring against the Company arising out of the status of the title to the estate or interest or the status of the mortgage thereon covered by this Commitment must be based on and are subject to the provisions of this Commitment.
5. The policy to be issued contains an arbitration clause. All arbitrable matters when the Amount of Insurance is \$2,000,000 or less shall be arbitrated at the option of either the Company or the Insured as the exclusive remedy of the parties. You may review a copy of the arbitration rules at <<http://www.alta.org/>>.



## Privacy Policy Notice

Rev. 10-23-2017

FACTS	WHAT DOES SUN VALLEY TITLE DO WITH YOUR PERSONAL INFORMATION?	
Why?	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.	
What?	<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 account balances</li> <li>• Payment history and credit card or other debt</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>	
How?	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 Sun Valley Title chooses to share; and whether you can limit this sharing.	
Reasons we can share your personal information	Does Sun Valley Title share?	Can you limit this sharing?
<b>For our everyday business purposes – such as to process your transactions, maintain your account(s), respond to court orders and legal investigations, or report to credit bureaus</b>	Yes	No
<b>For our marketing purposes- to offer our products and services to you</b>	No	We don't share
<b>For joint marketing with other financial companies</b>	No	We don't share
<b>For our affiliates' everyday business purposes- information about your transactions and experiences</b>	Yes	No
<b>For our affiliates' everyday business purposes- information about your creditworthiness</b>	No	We don't share
<b>For our affiliates to market to you</b>	No	We don't share
<b>For nonaffiliates to market to you</b>	No	We don't share
Questions?	Go to <a href="http://www.sunvalleytitle.com/Legal/Privacy">http://www.sunvalleytitle.com/Legal/Privacy</a>	

<b>Who we are</b>	
<b>Who is providing this notice?</b>	Sun Valley Title
<b>What we do</b>	
<b>How does Sun Valley 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.
<b>How does Sun Valley Title collect my personal information?</b>	<p>We collect your personal information, for example, when you</p> <ul style="list-style-type: none"> <li>• Apply for insurance or pay insurance premiums</li> <li>• Provide your mortgage information or show your driver's license</li> <li>• Give us your contact information</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 nonaffiliates to market to you</li> </ul> <p>State laws and individual companies may give you additional rights to limit sharing.</p>
<b>Definitions</b>	
<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 that are owned in whole or in part by Realogy Holdings Corp., such as Better Homes and Gardens® Real Estate, CENTURY 21®, Coldwell Banker®, Coldwell Banker Commercial®, The Corcoran Group®, ERA®, Sotheby's International Realty®, ZipRealty®, NRT LLC, Cartus and Title Resource Group.</i></li> </ul>
<b>Nonaffiliates</b>	<p>Companies not related by common ownership or control. They can be financial and nonfinancial companies.</p> <ul style="list-style-type: none"> <li>• <i>Sun Valley Title does not share with nonaffiliates so they can market to you.</i></li> </ul>
<b>Joint Marketing</b>	<p>A formal agreement between nonaffiliated financial companies that together market financial products or service to you.</p> <ul style="list-style-type: none"> <li>• <i>Sun Valley Title does not share with nonaffiliated financial companies for joint marketing purposes.</i></li> </ul>
<b>Other Important Information</b>	
<b>For European Union Customers</b>	Please see our Privacy Policy located at <a href="http://www.sunvalleytitle.com/Legal/Privacy">http://www.sunvalleytitle.com/Legal/Privacy</a>

**For our California Customers**

Please see our notice about the California Consumer Protection Act located at <http://www.sunvalleytitle.com/Legal/Privacy>



<b>FACTS</b>	WHAT DOES TITLE RESOURCES GUARANTY COMPANY 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 account balances</li> <li>• Payment history and credit card or other debt</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>	
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<b>Reasons we can share your personal information</b>	<b>Does TITLE RESOURCES GUARANTY COMPANY share?</b>	<b>Can you limit this sharing?</b>
<b>For our everyday business purposes – such as to process your transactions, maintain your account(s), respond to court orders and legal investigations, or report to credit bureaus</b>	Yes	No
<b>For our marketing purposes- to offer our products and services to you</b>	No	We don't share
<b>For joint marketing with other financial companies</b>	No	We don't share
<b>For our affiliates' everyday business purposes- information about your transactions and experiences</b>	Yes	No
<b>For our affiliates' everyday business purposes- information about your creditworthiness</b>	No	We don't share
<b>For our affiliates to market to you</b>	No	We don't share
<b>For nonaffiliates to market to you</b>	No	We don't share
<b>Questions?</b>	Go to <a href="https://www.trgc.com/privacypolicy">https://www.trgc.com/privacypolicy</a>	

Who we are	
Who is providing this notice?	TITLE RESOURCES GUARANTY COMPANY
What we do	
How does TITLE RESOURCES GUARANTY COMPANY protect my personal information?	To protect your personal information from unauthorized access and use, we use security measures that comply with federal law. These measures include computer safeguards and secured files and buildings.
How does TITLE RESOURCES GUARANTY COMPANY collect my personal information?	<p>We collect your personal information, for example, when you</p> <ul style="list-style-type: none"> <li>• Apply for insurance or pay insurance premiums</li> <li>• Provide your mortgage information or show your driver's license</li> <li>• Give us your contact information</li> </ul> <p>We also collect your personal information from others, such as credit bureaus, affiliates, or other companies.</p>
Why can't I limit all sharing?	<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 nonaffiliates to market to you</li> </ul> <p>State laws and individual companies may give you additional rights to limit sharing.</p>
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Nonaffiliates	<p>Companies not related by common ownership or control. They can be financial and nonfinancial companies.</p> <ul style="list-style-type: none"> <li>• <b>TITLE RESOURCES GUARANTY COMPANY</b> does not share with nonaffiliates so they can market to you.</li> </ul>
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Other Important Information	
For European Union Customers	Please see our Privacy Policy located at <a href="https://www.trgc.com/privacypolicy">https://www.trgc.com/privacypolicy</a>
For our California Customers	Please see our notice about the California Consumer Protection Act located at <a href="https://www.trgc.com/privacypolicy">https://www.trgc.com/privacypolicy</a>



**COMMITMENT FOR TITLE INSURANCE**  
 Issued by  
**TITLE RESOURCES GUARANTY COMPANY**

Issuing Office: TitleOne Corporation dba Sun Valley Title  
 ALTA® Universal ID: 1065022  
 Commitment Number: 20369282

**SCHEDULE A**

**1. Commitment Date: June 9, 2020 at 07:30 AM**

**2. Policy or Policies to be issued:**

<p><b>X ALTA Owners Policy (6/17/06)</b>  <b>Proposed Insured:</b>                  MMDM11, LLC</p>	<p><b>Standard Coverage</b></p>	<p><b>Policy Amount:</b>  <b>Premium:</b></p>	<p><b>\$900,000.00</b>  <b>\$2,808.00</b></p>
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**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 Commitment Date vested in:**  
 William C. Sundali, an unmarried man and Shane B. Mace and Sharon L. Mace, Trustees of the Shane B. and Sharon L. Mace Living Trust dated August 28, 2007, as amended and restated December 3, 2014, also shown of record as William C. Sundali, Shane B. Mace and Sharon L. Mace, trustees of the Mace Living Trust

**5. The Land described as follows:**  
 See Attached Schedule C

**Title Resources Guaranty Company**  
 TitleOne Corporation dba Sun Valley Title

**By:**

**Nick Busdon, Authorized Signatory**

*This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by Title Resources Guaranty Company. 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 counter-signature by the Company or its issuing agent that may be in electronic form.*



**SCHEDULE B, PART I  
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. NOTE: According to the available records, the purported address of said land is:  
  
0 Bare Ground, Ketchum, ID 83340
6. Necessary conveyance to the proposed insured.
7. Note: In the event this transaction fails to close, or this commitment is cancelled, a cancellation fee will be charged to comply with the State of Idaho Department of Insurance regulations.
8. The Company will require delivery of and approval by the Company of an Indemnity and Affidavit as to Debts, Liens and Possession, prior to the issuance of the policy.
9. The Company will require a copy of the Articles of Organization, Operating Agreement, and other related documents for MMDM11, LLC, showing the power and authority of the party or parties who plan to execute the forthcoming conveyance or mortgage on behalf of said limited liability company.

*This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by Title Resources Guaranty Company. 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 counter-signature by the Company or its issuing agent that may be in electronic form.*

TRGC Form: Comm16 ALTA Commitment Form Adopted 6-17-2006 Revised 08-01-2016 Technical Corrections 04-02-2018

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**SCHEDULE B, PART II**  
**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. If the Company's requirements are satisfied, Exceptions 1 through 7 will be removed on Enhanced/Extended coverage policies.

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. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land, and that is not 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 materials 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 to 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.
8. Taxes for the year 2019 are paid in full.  
Parcel Number: RPK0000067001A  
Original Amount: \$3,720.24  
Without homeowner's exemption
9. Taxes, including any assessments collected therewith, for the year 2020 which are a lien not yet due and payable.
10. Water and sewer charges, if any, for the City of Ketchum.
11. Easements, reservations, restrictions, and dedications as shown on the official plat of Ketchum Townsite.
12. Easements, reservations, restrictions, and dedications as shown on the official plat of Lots 1A, 2A, 3A & 4A, Block 67, Ketchum Townsite.
13. Reservations and exceptions in a United States Patent, and in the act authorizing the issuance thereof, recorded June 18, 1949 as Instrument No. [95537](#).
14. Right of way for ditches, tunnels, telephone, and distribution lines constructed by authority of the United States, as granted to the United States under the provisions of Section 58-604 Idaho Code.
15. All matters, and any rights, easements, interests or claims as disclosed by a Survey for Emil Capik recorded July 30, 1979 as Instrument No. [195385](#).

*This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by Title Resources Guaranty Company. 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 counter-signature by the Company or its issuing agent that may be in electronic form.*

TRGC Form: Comm16 ALTA Commitment Form Adopted 6-17-2006 Revised 08-01-2016 Technical Corrections 04-02-2018

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16. Covenants, Conditions, and Restrictions, and Easements but omitting any covenants or restrictions, if any, to the extent that such covenants, conditions or restrictions violate 42 USC 3604 (c) or any other ordinance, statute or regulation.

Recorded: December 4, 2017

Instrument No.: [648450](#)

17. Terms, conditions, easements and, obligations, if any, contained in a Construction Phasing Agreement by and between the City of Ketchum, an Idaho municipal corporation and William C. Sundali, Shane B. Mace and Sharon L. Mace, trustees of the Mace Living Trust.

Recorded: January 7, 2019

Instrument No: [657569](#)

18. Terms, conditions, easements and, obligations, if any, contained in a Grant of License and Alley Maintenance Agreement by and between the City of Ketchum, a municipal corporation and Crossbuck Subdivision Homeowners Association.

Recorded: December 18, 2019

Instrument No: [665790](#)

(End of Exceptions)

*This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by Title Resources Guaranty Company. 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 counter-signature by the Company or its issuing agent that may be in electronic form.*

TRGC Form: Comm16 ALTA Commitment Form Adopted 6-17-2006 Revised 08-01-2016 Technical Corrections 04-02-2018

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SCHEDULE C

**Legal Description:**

Lot 1A, Block 67 of LOTS 1A, 2A, 3A & 4A, BLOCK 67, KETCHUM TOWNSITE, BLAINE COUNTY, IDAHO, according to the official plat thereof, recorded as Instrument No. 658996, records of Blaine County, Idaho.

*This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by Title Resources Guaranty Company. 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 counter-signature by the Company or its issuing agent that may be in electronic form.*

TRGC Form: Comm16 ALTA Commitment Form Adopted 6-17-2006 Revised 08-01-2016 Technical Corrections 04-02-2018

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# A PLAT SHOWING LOTS 1A, 2A, 3A & 4A, BLOCK 67, KETCHUM TOWNSITE

WHEREIN LOTS 1, 2, 3 & 4 ARE RECONFIGURED AS SHOWN

LOCATED WITHIN S13, T.4 N., R.17 E., B.M., CITY OF KETCHUM, BLAINE COUNTY, IDAHO

FEBRUARY 2019

GRAPHIC SCALE



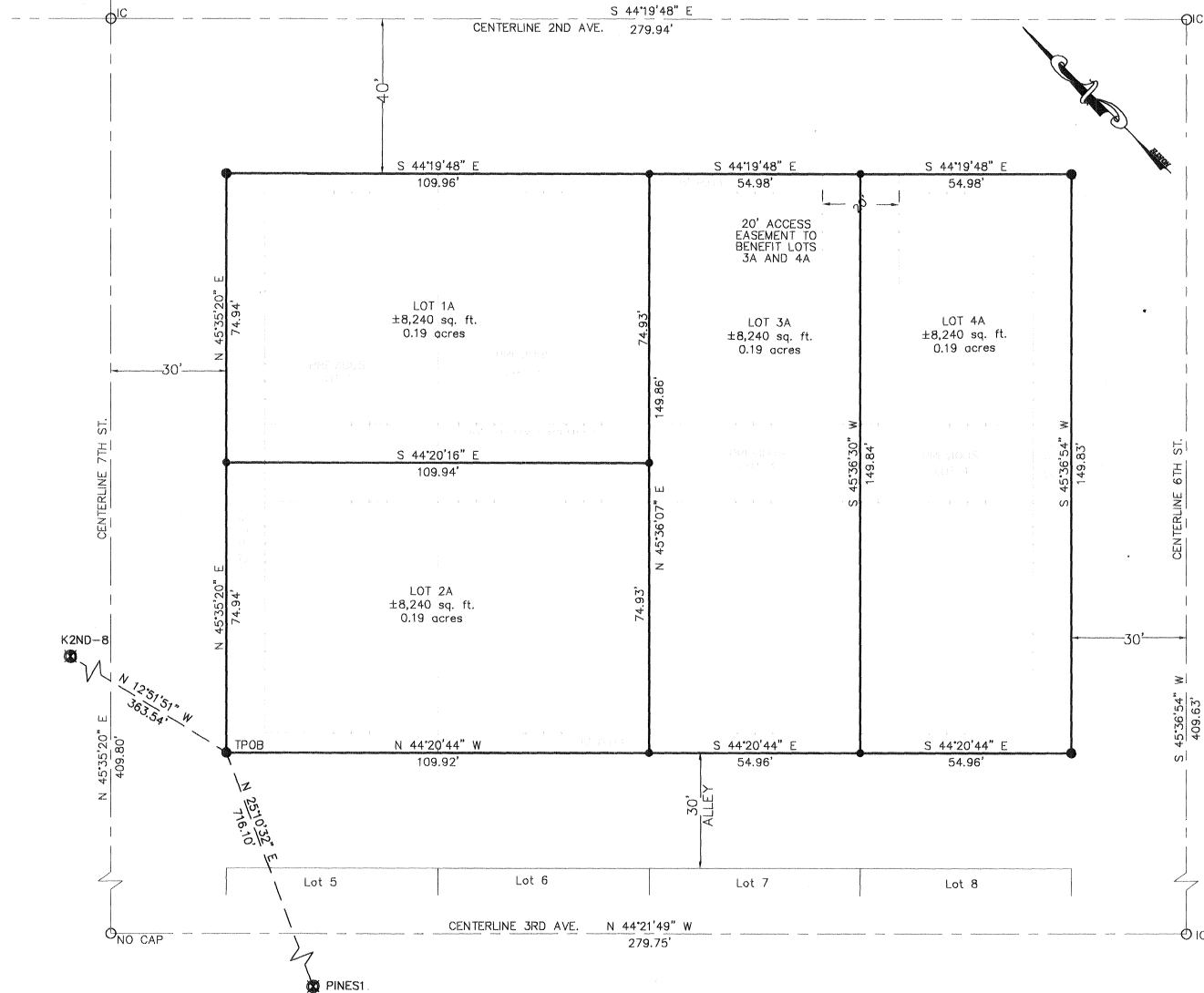
( IN FEET )  
1 inch = 20 ft.

### NOTES

- 1) Basis of Bearing is Idaho State Plane Coordinate System, NAD83(1992), Central Zone, at Grid, in US Survey Feet. Combined Scale Factor is 0.9968071. Ground Distances will be slightly longer.
- 2) Documents that may affect this plat are recorded in Blaine County Records as Instrument Numbers 195385 (Survey), 304411-304414 (Municipal Quit Claim Deeds), and 657569 (Development Phasing Agreement).
- 3) The total water system is private from point of connection with the main on 7th Street, Owner and all successors in interest are responsible for the installation, maintenance, repair and other costs associated with the private water main serving Lots 1A-4A, in accordance with the Construction Phasing Agreement recorded in Blaine County Records as Instrument Number 657569.
- 4) The sewer main and manholes are public from the starting manhole continuous to the 7th Street manhole.

### LEGEND

- Centerline Street/Avenue
- Subject Boundary Lines
- - - Easements as Shown
- - - BCGIS Control and Ties
- - - Previous Lot Lines
- SET 1/2" = Set 1/2" Rebar PLS 7048
- Set 5/8" = Set 5/8" Rebar PLS 7048
- FND 5/8" = Found 5/8" Rebar As Shown
- IC Illegible 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.

03-20-2019

South Central District Health Dept., EHS

KETCHUM, BLK 67, LOTS 1A, 2A, 3A & 4A  
ALPINE ENTERPRISES INC.  
KETCHUM, IDAHO  
SHEET 1 OF 2

CERTIFICATE OF OWNERSHIP

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

A parcel of land located within Section 11, Township 4 North, Range 17 East, Boise Meridian, City of Ketchum, Blaine County, Idaho; more particularly described as follows:

Lots 1, 2, 3, and 4 in Block 67 of the City of Ketchum, according to the official plat thereof on file in the office of the County Recorder of Blaine County, Idaho. To be replatted as lots 1A, 2A, 3A, and 4A, Block 67 Ketchum Townsite.

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

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

William C. Sundali

William C. Sundali, an Unmarried Man

Shane B. Mace

Shane B. Mace, Trustee of the Mace Living Trust

Sharon L. Mace

Sharon L. Mace, Trustee of the Mace Living Trust

ACKNOWLEDGMENT

STATE OF Idaho }
COUNTY OF Blaine } ss

On this 04 day of March, 2019, before me, a Notary Public in and for said State, personally appeared William C. Sundali, an unmarried man, known or identified to me, to be the person whose name is subscribed to the Owner's Certificate and acknowledged to me that he executed the same.

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



Betsy Claire Smith

Notary Public
Ketchum, Idaho

Residing at

05-04-2024

My Commission Expires

STATE OF Idaho }
COUNTY OF Blaine } ss

On this 13 day of March, 2019, before me, a Notary Public in and for said State, personally appeared Shane B. Mace, and Sharon L. Mace, Trustees of the Mace Living Trust known or identified to me, to be the persons whose names are subscribed to the Owner's Certificate and acknowledged to me that they executed the same.

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



Staci L. Jayo

Notary Public,
Ketchum, Idaho

Residing at

10/29/2022

My Commission Expires

SURVEYOR'S CERTIFICATE

I, Bruce Smith, a duly licensed Professional Land Surveyor in the State of Idaho, do hereby certify that this plat of Lots 1A,2A,3A, and 4A Block 67, City of Ketchum, is a true and accurate map of the land surveyed under my direct supervision and that it is in accordance with the Idaho State Code relating to plats and surveys.



COUNTY SURVEYOR'S APPROVAL

I, Sam Young, County Surveyor for Blaine County, Idaho, have checked the foregoing plat and computations for making the same and have determined that they comply with the laws of the State of Idaho relating thereto.

Sam Young
County Surveyor

APPROVAL OF CITY COUNCIL

The foregoing plat was approved by the City Council of Ketchum on this 7th day of March, 2019.

John Clark
City Clerk



CITY ENGINEER'S APPROVAL

The foregoing plat was approved by Sherri Newland, City Engineer for the City of Ketchum on this 7th day of March, 2019.

Sherri Newland
City Engineer

COUNTY TREASURER'S APPROVAL

I, the Undersigned, County Treasurer in and for Blaine County, State of Idaho, per the Requirements of Idaho Code 50-1308, do hereby Certify that any and all Current and/or Delinquent County Property Taxes for the Property included in this Plat of Lot 1A,2A,3A,4A, Block 67, City of Ketchum have been paid in full on this 13th day of March, 2019. This Certification is valid for the next thirty (30) days only.

Jesse Binn
Blaine County Treasurer

COUNTY RECORDER'S CERTIFICATE

STATE OF IDAHO }
COUNTY OF BLAINE } ss

This is to certify that the foregoing Plat was Filed in the Office of the Recorder of Blaine County, Idaho, and Duly Recorded at the Time, Date, and Instrument Number shown below.

Instrument # 658996
HALEY, BLAINE, IDAHO
3-25-2019 02:06:06 PM No. of Pages: 2
Recorded for: ALPINE ENTERPRISES, INC
JOLYNN DRAGE Fee: 11.00
Ex-Officio Recorder Deputy
Index to: PLATS

Ex-officio Recorder

LT 1A,2A,3A AND 4A, BLK67, City of Ketchum
ALPINE ENTERPRISES INC.
KETCHUM, IDAHO
SHEET 2 OF 2



Parcel Number

**RPK0000067001A**

Property Year

**2020**

Legal Description  
KETCHUM  
AM LOT 1A BLK 67

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

Property Address  
KETCHUM ID 83340

Parcel Status Active  
Property Type Real Property  
Sub Type

Owner/Contact Name	Type	Relationship	Owner%	HOE
SUNDALI WILLIAM C TRUSTEE	OWNER	TRUSTEE1	0.00%	
MACE SHANE B TRUSTEE	OWNER	TRUSTEE2	0.00%	
MACE SHARON L TRUSTEE	OWNER	TRUSTEE3	0.00%	
MACE LIVING TRUST	OWNER	TRUST	100.00%	

Mailing Address  
PO BOX 1884  
KETCHUM ID 83340

Land Group  
KETCHUM TOWNSITE  
Township 4N Range 17E Section 13  
Location Code ERES  
Parcel Type  
Zoning

Associated Parcels  
None

Building Permits  
None

Reappraisal Year 2019  
Inspection Date 04/22/2019  
Appraiser Initials TLR

Type & percent are from data conversion. Refer to actual instrument(s).

Parcel Exemption: None

CB: No NC: Yes

Tax Certification District Roll Type Units Amount

Instrument	Eff Date	Action	Source	Target	Comments
665529	12/09/2019	Ownership	2019		
658996	03/25/2019	Plat	Target	2019 2019	

SCC	CHARACTERISTIC			ROLLS			ACRES	VALUATION SUMMARY			URBAN RENEWAL	
	Type	Suffix	Description	Assessed	Occupancy	Status	Quantity	Assessed Value	Exemption Amount	Net Taxable Value	Net Taxable Base	Net Taxable Incr
20	LAND			PRIMARY	NO	C	0.190	\$ 576,800	\$ --	\$ 576,800	\$ 207,562	\$ 369,238
<b>TOTALS:</b>							<b>0.190</b>	<b>\$ 576,800</b>	<b>--</b>	<b>\$ 576,800</b>	<b>\$ 207,562</b>	<b>\$ 369,238</b>

ROLL STATUS: C Closed, Subject to Equalization



SUNDALI WILLIAM C TRUSTEE

PO BOX 1884  
KETCHUM ID 83340-0000

Bank Code  Details

Code Area 003001 Districts

Values

Property Description

Possible  
Deferred Tax

**Pre Paid \$**

SubRoll

Interest Date 6/10/2020 Calculate

Total Due 0.00

History  
Print

Related Parcels

Year	Amount Due Full Year	Amount Due 1st Half	Amount Due 2nd Half	Tax/Cert Chg Full Year	Tax/Cert Pay Full Year	Tax/Cert Adj Full Year	Late Charge Full Year	Fees Full Year
2019	0.00	0.00	0.00	3720.24	-3720.24	0.00	0.00	0.00

**BLAINE COUNTY TREASURER****JOHN DAVID DAVIDSON**

219 1ST AVE SOUTH SUITE 102

HAILEY ID 83333

TELEPHONE: (208) 788-5530

**TAX MASTER INQUIRY**

PARCEL NUMBER

**RPK0000067001A**

TAX CODE AREA

003-001

LEGAL DESCRIPTION

KETCHUM

AM LOT 1A BLK 67

PRIMARY PROPERTY ADDRESS

KETCHUM ID 83340

SUNDALI WILLIAM C TRUSTEE

MACE SHANE B TRUSTEE

PO BOX 1884

KETCHUM ID 83340

<b>BALANCE DUE</b>	INTEREST DATE 06/10/2020
<b>Paid in Full</b>	BALANCE AS OF 06/10/2020 2:30 pm
TOTAL	

Tax Year Assessment Roll

Bill Number: 309169

**2019 PRIMARY** **FIRST HALF** **SECOND HALF** **FULL YEAR****VALUATION**

TAX / CERTIFICATION	FIRST HALF	SECOND HALF	FULL YEAR
Charges	\$ 1,860.12	\$ 1,860.12	\$ 3,720.24
Adjustments	\$ 0	\$ 0	\$ 0
Payments	\$ -1,860.12	\$ -1,860.12	\$ -3,720.24

TAXABLE VALUE: \$ 576,800

LATE CHARGE	FIRST HALF	SECOND HALF	FULL YEAR
Charges/Adjustments	\$ 37.21	\$ 0	\$ 37.21
Payments	\$ -37.21	\$ 0	\$ -37.21

**CHARGES**

Tax Code Area: 003-001 Levy: 0.006449749

Tax Charge: \$ 3,720.24

Certifications: \$ 0

TOTAL CHARGES: \$ 3,720.24

FEEs	FIRST HALF	SECOND HALF	FULL YEAR
Charges/Adjustments	\$ 0	\$ 0	\$ 0
Payments	\$ 0	\$ 0	\$ 0

INTEREST	FIRST HALF	SECOND HALF	FULL YEAR
Charges/Adjustments	\$ 0	\$ 0	\$ 0
Payments	\$ 0	\$ 0	\$ 0

AMOUNT DUE	FIRST HALF	SECOND HALF	FULL YEAR
	\$ 0	\$ 0	\$ 0

**RECORDING REQUESTED BY FRITZ X. HAEMMERLE  
AND WHEN RECORDED MAIL TO:**

**HAEMMERLE LAW, P.L.L.C.**

**P.O. Box 1800**

**Hailey, Idaho 83333**

**Phone: (208) 578-0520**

**Fax: (208) 578-0564**

**Instrument # 665602**

**HAILEY, BLAINE, IDAHO**

**12-11-2019 03:34:24 PM No. of Pages: 22**

**Recorded for : HAEMMERLE LAW PLLC**

**JOLYNN DRAGE Fee: 73.00**

**Ex-Officio Recorder Deputy**

**Index to: COVENANTS & RESTRICTIONS**

*JB*

(Space above line for recorder's use)

**DECLARATION ESTABLISHING COVENANTS, CONDITIONS AND  
RESTRICTIONS FOR THE CROSSBUCK TOWNHOME SUBDIVISION**

This Declaration is made this 11<sup>th</sup> day of December, 2019, by and William C. Sundali, Shane B. Mace, and Sharon L. Mace, trustees of the Mace Living Trust ("Owner") (hereafter collectively referred to as "Declarant"), with reference to the following facts:

**RECITALS**

A. The Declarants are the owners of all that real property described as Lots 1A, 2A, 3A and 4A, Block 67 of the City of Ketchum, according to the official plat on file and recorded in the Office of the County Recorder of Blaine County, Idaho; and

B. The Declarant proposes to develop said real property in accordance with the maps and plans approved under the zoning and subdivision ordinances and regulations of the City Ketchum, State of Idaho; and

C. Final plats for The Crossbuck Townhomes, ("Subdivision" or "Townhouse Plat") will be filed and recorded creating Sublots 3A and 3B, and Sublots 4A and 4B, Block 67, City of Ketchum, said Lots (1A, 2A, 3A and 4A) are described and depicted in the Plat attached hereto as Exhibit A.

NOW THEREFORE, it is hereby declared that the Lots and Sublots as shown on Exhibit A shall be conveyed subject to the following covenants, conditions and restrictions ("Declaration"):

**ARTICLE I.**  
**(DEFINITIONS)**

1.01 "Association" shall mean the Crossbuck Subdivision Homeowners' Association, Inc., a nonprofit corporation organized under the laws of the State of Idaho and composed of the owners of the Lots, Sublots and Units as may be annexed hereto in accordance with the provisions of this declaration.

**DECLARATION ESTABLISHING COVENANTS, CONDITIONS AND RESTRICTIONS FOR  
THE CROSSBUCK TOWNHOMES SUBDIVISION - 1**



1.02 "Declarant" shall mean the William C. Sundali, Shane B. Mace, and Sharon L. Mace, trustees of the Mace Living Trust ("Owner").

1.03 "Committee" shall mean the Design Review Committee established under Article IV hereof.

1.04 "Lot" shall mean the numbered Lots, Lots 1A and 2A, as shown on the subdivision Plat, whether improved or unimproved.

1.05 "Sublot" shall mean any of the numbered Sublots, Sublots 3A, 3B, 4A and 4B, as shown on the subdivision Plat, whether improved or unimproved.

1.06 "Owner" shall mean and refer to the record owner, including the Declarant, whether one or more persons, of the fee simple title of any of the numbered townhome units above described and includes contract buyers but excludes those having such interest merely as security for the performance of an obligation. The term "owner" does not include any lessee, guest or invitee of an "owner." For purposes of these Declarations, there shall be considered only one owner per Lot or Sublot.

1.07 "Plat" shall mean the Plat for the Cross Buck Townhome Subdivision, as recorded in the Office of the Recorder of Blaine County, Idaho, or as set forth in Exhibit A.

1.08 "Property" shall mean all of the land described in Exhibit A, and any property which may hereafter be subject to this declaration by execution and recordation of a supplemental declaration, as hereinafter provided.

1.09 "Declaration" means a declaration of covenants, conditions and restrictions which may be recorded for the purposes of annexing additional property to the Cross Buck Townhome Subdivision, such property to be subject to the scheme of covenants, conditions and restrictions contained in this declaration.

1.10 "Unit" shall mean the numbered townhome units shown on the subdivision Plat, whether improved or unimproved.

1.11 All the recitals and definitions contained therein are incorporated herein by reference.

## **ARTICLE II.**

### **(USE REGULATIONS AND RESTRICTIONS)**

#### **2.01. Lot, Sublot or Unit Uses.**

(a) No use whatsoever shall be made of any Lot, Sublot or Unit except its use and improvement for a single family private residence. Lots, Sublots and Units owned by Declarant or its nominee may be used as construction offices or for the purpose of selling

the Lots, Sublots or Units. Lease or rental of a Lot, Sublot or Unit for lodging or residential purposes shall not be considered a violation of this Declaration. Further, an Owner may conduct business activities within a residence located on a Lot, Sublot or Unit so long as such business activities (i) are not observable or detectable from the exterior of the residence, (ii) comply with all governmental rules, regulations, and ordinances, (iii) do not involve any kind of regular visitation by clients, customers, suppliers or other business invitees, (iv) do not involve door-to-door solicitations within the Property (v) do not constitute a nuisance, or a hazardous, illegal, or offensive use, or threaten the security or safety of other persons, as may be determined by the Board in its sole discretion, and (vi) otherwise are in compliance with the Declaration. This paragraph is not subject to be amended.

(b) The subdividing or combination of Lots or Sublots is controlled by the applicable zoning codes of the City of Ketchum.

(c) No activities shall be conducted in any Unit or on any Lot or Sublot and no improvements constructed thereon which are or might be unsafe or hazardous to any person or property. Without limiting the generality of the foregoing, no firearms shall be discharged upon any Lot or Sublot. No open fires shall be lighted or permitted on any Lot or Sublot, except while under the direct supervision, control and surveillance of the Lot or Sublot owner; provided, however, burning trash, garbage and other refuse is prohibited.

2.02. Lots, Sublots and Units to be Maintained/Landscaping.

(a) All Lots, Sublots and Units shall be maintained by the Owner thereof, both prior to and after construction of improvements thereon, in an attractive manner, free of trash and other unsightly material. All improvements to any Lot, Sublot and Unit shall at all times be kept in good condition and repair and adequately painted or otherwise finished by the owner thereof, and no improvement shall be entitled to fall into disrepair. All landscaping shall be maintained in a neat, trim and orderly fashion.

(b) Each Sublot will be landscaped by the Developer. It is the intent of these restrictions to maintain the original plan. The Design Review Committee may modify the plan as desired.

2.03. Use of Temporary Structures Prohibited. Without the prior consent of the Association, no trailer, recreational vehicle, or garage shall be used as a temporary or permanent residence nor shall any residential structure be moved onto said subdivision from any other location.

2.04. Fences. Any fence must be of a similar type and design as the first constructed fence, or as otherwise approved by the Association. The Association shall have control over the design of all fences, including those located on the Lots and Sublots. This provision of Design control is specific and shall govern over any other provisions of this Declaration.

2.05. Parking Regulations.

(a) Each Owner and his or her invitees, licensees, lessees, and guests shall at all times park their vehicles in that particular Owner's driveway on that particular Owner's Lot, Sublot or Unit.

(b) No trailer, boat, camper, motorcycles, snow mobiles, water craft of any kind, or any other type of recreational vehicle shall be kept on a Lot, Sublot or Unit except within an enclosed building or on parking areas, if any, specifically designated on the plat or as otherwise allowed by the Association for parking of such vehicles. With the exception of winter recreational vehicles, including but not limited to snowmobiles, none of the aforementioned types of vehicles may be kept within the Subdivision between October 31<sup>st</sup> and May 1<sup>st</sup>.

(c) No commercial or industrial trucks (with the exception of standard pickups or vans), trailers or large recreational vehicles shall be parked or stored on any Lot or Unit or on any of the streets fronting on any Lot, Sublot or Unit, except within the garage or in conjunction with construction of any improvements on such Lot, Sublot or Unit.

2.06. Signs. With the exception of standard size "For Sale" or "For Rent" signs (which shall not be larger than 20" by 26"), no sign of any kind shall be displayed to the public view on any Lot, Sublot or Unit except as permitted by the Committee.

2.07. Mail and Newspaper Receptacles. Should delivery conditions or regulations dictate that there be free standing newspaper receptacles or mail boxes, the type of box and/or cluster arrangement shall be determined and/or approved by Association.

2.08. Garbage. No Lot, Sublot or Unit shall be used or maintained as a dumping ground for rubbish, machinery, equipment or motor vehicles. Trash, garbage or other waste shall not be kept except in sanitary containers. All trash cans, garbage containers or other equipment for temporary storage and disposal of such material shall be kept in a clean and sanitary condition. All trash receptacles shall be kept in a garage or stored onsite and not in view of any other lot owner, except as may be necessary for garbage pick-up.

2.09 Planting in Right-of-Way. No trees, hedges or shrub plantings shall be permitted within the road right-of-ways or alleys.

2.10. Nuisances. No noxious or offensive activity shall be carried on upon any Lot, Sublot or Unit, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood. All Lots, Sublots or Units and improvements thereon shall be kept and maintained by the Owner thereof in a clean, safe, attractive and slightly condition and repair.

2.11. Protection of Easements. Easements for installation and maintenance of utilities are reserved as shown on the recorded plat. Within these easements, no structure, planting or other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities, or which may change the direction or flow of drainage channels in the easements, or which may obstruct or retard the flow of water through drainage channels in the easements. The easement area of each Lot or Sublot and all improvements in it shall be maintained continuously by the Owner of the Lot or Sublot, except for those improvements for which a public authority or utility company is responsible.

2.12. Pets and Animals. No horses or other farm animals or livestock may be kept on any Lot or Sublot. With respect to all other animals, only owners may have pets. Dogs, when outside, must be at all times in an enclosed yard, leashed, or under the Owner's direct supervision. As set forth in 2.02, no fences are allowed, and therefore, no dog kennels are allowed. Should owners desire to control pets, they must use underground invisible fence systems. Any household pet will be subject to expulsion from the Property upon complaint of three (3) or more Association members, and upon a finding by the Board of Directors of the Association that said animal has created a nuisance. Excessive barking by dogs shall be considered a nuisance and may be abated as provided by these Declarations or otherwise allowed by law.

2.13 Utility Lines. All utility lines of any kind upon any Lot or Sublot for the transmission of utilities, telephone service, the reception or audio or visual signals (with the exception of satellite dishes with a diameter of less than thirty (30) inches) or electricity, and all pipes for water, gas, sewer, drainage, or other utility purposes, shall be installed and maintained below the surface of the ground. The Subdivision has a common twenty (20) foot utility easement running through the middle of the Subdivision. If any of the common utility lines are damaged or in need of repair or replacement, such costs of maintenance, repair or replacement shall be shared equally by all Lot and Sublot owners. If there are stub lines running from the common lines that provide service to individual Lots or Sublots, the cost of maintenance, repair and replacement of the individual stub lines will be paid by the Lot or Sublot owner.

2.14. Snow Storage. No Snow may be stored or plowed from the private Lots or Sublots onto the common areas. The Association is responsible for the storage and removal of snow from each entry way, driveway, sidewalk and alleyway. The Association will determine a single contractor to perform snow removal for the all of the Lots and Sublots, and the associated costs will be split evenly by each Lot and Sublot owner.

2.15 Maintenance of Alleyway. The Association and Lot and Sublot owners are responsible for the maintenance and snow plowing, and general upkeep associated with the thirty (30) foot alleyway depicted on the Plat, Exhibit A. There are no plans to complete the alleyway development. However, if the alleyway is to be constructed, the Declarants will be jointly and severally responsible for the costs associated with this construction.

2.16 Window Shades/Coverings. All window coverings shall be of a neutral color to match the outside of the color of the buildings. Window coverings must be expressly approved by the Association, in writing.

2.17 Exemption of Declarant. Nothing in this Declaration shall limit or interfere with the right of Declarant to complete development, excavation, grading, landscaping, and construction of the Property or any part thereof, or to alter the foregoing or to construct such additional improvements as Declarant deems advisable in the course of development of the Property as long as any Lot, Sublot or Unit owned by Declarant remains unsold, or to use any structure as a model home or real estate sales office. The rights of the Declarant in this Declaration may be assigned by Declarant.

### **ARTICLE III.** **(DESIGN CONTROL)**

3.01 The Design Review Committee shall be composed of four members, each of whom shall be an Owner of a separate Sublot within the Subdivision, Sublots 3A, 3B, 4A and 4B (hereinafter "Sublot Owners" or "Sublots"). By unanimous vote of the Sublot Owners, the Committee may designate a representative to act for it, in which case, use of the word Committee herein shall mean that designated representative. In the event of death or resignation of any member of the Committee, the remaining members shall have full authority to designate a successor. If no Committee is designated or formed, then the Board of Directors of the Association, as set forth in Article IV, shall be responsible for all Design Review, and any action may be approved by two-thirds vote of the Board of the Directors.

3.02. The Design Review Committee shall have no authority or control over Lot 1A and Lot 2A. Likewise, the owners of Lots 1A and Lot 2A shall have no control over any Design Review for the Sublots.

3.03. Unless a single person is designated to perform Design Review functions on behalf of the Committee, said approval being confirmed in writing, the vote or written consent of three-quarters of the Committee (75%) members shall constitute action of the Committee.

3.04. No changes in the existing state of any Sublot shall be made or permitted without the prior written approval of the Committee. Changes in the existing state of a Sublot shall include without limitation, fences, the construction of any building, structure or other improvement, including utility facilities; the excavation, filling or similar disturbance of the surface of the land including, without limitation, change of grade, stream bed, ground level or drainage pattern, the clearing, marring, defacing or damaging of significant trees, shrubs, or other growing things; the landscaping texture or exterior appearance of any previously approved change in the existing state of a Sublot. The original color scheme and exterior appearances of structures on the Sublots shall be maintained, unless otherwise approved by the Sublot Owners. Notwithstanding the foregoing, approval of the Committee shall not relieve a Sublot Owner of its

obligation to obtain appropriate approvals from local, state and/or federal agencies with respect to the proposed change if required.

3.05. Subject to other restrictions contained in this Declaration, the Committee shall have complete discretion to approve or disapprove any change in the existing state of a Sublot Unit and shall exercise such discretion with the following objectives in mind: to carry out the general purposes expressed in this declaration; to prevent violation of any specific provision of this declaration or any supplemental declaration; to prevent any change which would be unsafe or hazardous to any persons or property; to minimize obstruction or diminution of the view of others; to preserve visual continuity of the area and to prevent a marked or unnecessary transition between improved and unimproved areas and any sharp definition of boundaries of property ownership; to assure that any change will be of good and attractive design and in harmony with the natural setting of the area and will serve to preserve and enhance existing features of natural beauty; to assure that material and workmanship for all improvements are of high quality comparable to other improvements in the area; and to minimize maintenance and assure a better appearing area under all conditions.

3.06. Prior to expenditures of any substantial time or funds in the planning of any proposed change in the existing state of a Sublot, the Owner of the Sublot Unit shall advise the Design Committee in writing of the general nature of the proposed change; shall, if requested by the Committee, meet with a member or members of the Committee to discuss the proposed change; shall read or become familiar with any guides or guidelines which may have been prepared or formulated by the Committee; and shall, if requested by the Committee, furnish the Committee with preliminary plans and specifications for comment and review.

3.07. After the nature and scope of a proposed change in the existing state of the Sublot Unit is determined and prior to the commencement of work to accomplish such change:

(a) With respect to all changes other than buildings and structures, the Committee may, in its discretion, authorize the proposed change without obtaining additional information, or may require the Sublot Owner to furnish the Committee with three (3) copies of a complete and full description of the proposed change in writing and with drawings, drawn to such scale as may be reasonably required by the Committee, showing all boundaries, showing existing and proposed contour lines and elevations at reasonably detailed intervals, showing all existing and proposed improvements, showing the existing and proposed drainage pattern, showing the existing and proposed utility and sanitation facilities, showing the existing or proposed substantial trees and shrubs. There shall also be furnished to the Committee any and all further information with respect to the existing state of the Sublot Unit which the Committee may reasonably require, to permit it to make an informed decision on whether or not to grant approval of the change. Approvals of changes pursuant to this section must be made in writing by at least one (1) member of the Committee. Notwithstanding the foregoing, Committee approval shall not be required for the planting or removal of insubstantial trees, shrubs, and flowers.

(b) With respect to all buildings and other structures, and other changes for which the Committee, in its discretion, deems necessary, the Committee may require, in addition to descriptions required in Section 3.06(a), submission in duplicate, of floor plans, elevation drawings from four (4) sides, all drawn to such scale as may be reasonably required by the Committee; descriptions of exterior materials and colors and, if deemed appropriate by the Committee, samples of the same; final construction specifications; and a landscaping plan showing existing and proposed substantial trees and shrubs. Where buildings or structures or other improvements which reasonably require plans and specifications are proposed to be constructed or built, a reasonable fee, as shall be determined from time to time by the Association, shall be paid to the Association to cover costs and expenses of review. Prior to giving approval to a proposed change in the existing state of a Sublot Unit, at least one (1) member of the Committee shall physically inspect the Sublot Unit. No proposed building or structure shall be deemed to have been approved by the Committee unless its approval is in writing executed by at least two (2) members of the Committee; provided, that approval shall be deemed given if the Committee fails to approve or disapprove of a proposed change or to make additional requirements or request additional information within twenty-one (21) days after a full and complete description of the proposed change and all additional instruments, documents and plans have been furnished in writing to the Committee with a written and specific request for approval.

3.08. After approval by the Committee of any proposed change in the existing state of the Sublot, the proposed change shall be accomplished as promptly and diligently as possible and in complete conformity with the description of the proposed change and any plans and specifications provided to the Committee. Failure to accomplish the change strictly in accordance with the description thereof and plans and specifications therefor within eighteen (18) months of the date of Committee approval, unless an extension is granted by the Committee upon a showing of good cause, shall operate to automatically revoke the approval of the proposed change, and, upon demand by the Committee, the Sublot Unit shall be restored as nearly as possible to its state existing prior to any work in connection with the proposed change. The Committee and its duly appointed agents may enter upon any Sublot Unit at any reasonable time or times to inspect the progress or status of any changes in the existing state of a Sublot being made or which may have been made. The Committee shall have the right and authority to record a notice to show that any particular change in the existing state of a Sublot Unit has not been approved or that any approval given has been automatically revoked.

#### **ARTICLE IV.**

#### **(ESTABLISHMENT, ORGANIZATION AND RESPONSIBILITIES OF ASSOCIATION)**

4.01 Association. The Cross Buck Townhome Subdivision Association, is incorporated as an Idaho not for profit corporation. The purposes and powers of the Association and the rights and obligations inherent in membership are set forth in its Articles of Incorporation as supplemented by the provisions of this Declaration and any bylaws. The Association is and shall be obligated (a) to accept title to and maintain Common Areas, if any,

and (b) to assume the functions and obligations imposed on it or contemplated for it under this Declaration and any similar functions and obligations under any supplemental declaration with respect to property now or hereafter subject to the declaration.

4.02 Board of Directors/Officers. The Association shall be governed by a Board composed of three (3) Directors, all of whom shall be elected at the first annual meeting. Unless otherwise stated, the President of the Corporation is authorized to act on behalf of the Association. Unless stated herein, the composition of the Board, number of Officers and duties shall be as set forth in the Idaho Nonprofit Corporation Act, Idaho Code Sections 30-30-101 through 30-30-1204, and as amended.

4.03 Membership. Each Owner of each Lot or Sublot is subject to assessment by the Association and shall be a member of the Association. Said membership shall be appurtenant to and shall not be severed from the Lot or Sublot.

4.04 Voting Rights. The Association shall have two classes of voting membership:

(a) Class A. Class A members shall be all Owners with the exception of the Declarant and shall be entitled to one vote for each Lot or Sublot. When more than one person holds an interest in any Lot or Sublot, all such persons shall be members. The vote for such Lot or Sublot shall be exercised as they determine, but in no event shall more than one vote be cast with respect to any Lot or Sublot.

(b) Class B. The Class B members shall be the Declarant(s) and shall be entitled to three (3) votes for each Lot or Sublot owned. Class B membership shall cease and be converted to Class A membership on the occurrence of the later of any of the following events:

- (i) when the total votes outstanding in the Class A membership in the Association equal the total votes outstanding in the Class B membership in said Association;
- (ii) the fourth anniversary of the recording of this declaration; or
- (iii) when the Declarant(s) no longer hold title to any Lot or Sublots.

(c) Any vote may be cast by an Owner in person or by proxy. All proxies shall be in writing, dated and signed by the Owners and filed with the Board of Directors before commencement of any meeting. No proxy shall extend beyond the specific meeting for which it was executed, and every proxy shall automatically cease upon sale by the Owners of his or their Lot, Sublot or Unit or upon death or incapacity of the member executing the proxy statement.



(d) Where the vote or written assent of the membership is required for any action contemplated herein, such action shall require the prescribed percentage of each class of voters during the time there are two classes of membership.

4.05 Meetings.

(a) Regular and special meetings of the Association will be held at the time and in the place prescribed by the By-Laws of the Association.

(b) Written notice of any meeting of the members of the Association shall be sent to all members at their address shown in the books of the Association and as otherwise set forth in the By-laws. The presence at any meeting of the members or of proxies entitled to cast fifty percent (50%) of all of the votes of each class of membership shall constitute a quorum. If the required quorum is not present or represented at any meeting, the members entitled to vote thereat shall have the power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum as aforesaid shall be present or represented. Such adjournment shall be for not less than five (5) days and not more than thirty (30) days from the original meeting date. In the absence of a quorum, no other business may be conducted at any such meeting.

(c) All elections shall be by secret ballot. Cumulative voting procedures shall be prescribed at all elections at which more than one position on the governing body is to be filled.

(d) So long as there are two classes of membership, one (1) director shall be elected solely by the votes of the Class A members.

(e) Regular meetings of the Directors shall be held at least annually, or otherwise decided by the directors.

4.06 Miscellaneous Services. The Association may obtain and pay for the services of any person or entity to manage its affairs, or any part thereof, to the extent it deems advisable, as well as such other personnel as the Association shall determine to be necessary or desirable for the proper operation, management and upkeep of the Property, whether such personnel are furnished or employed directly by the Association or by any person or entity with whom it contracts. The Association may obtain and pay for legal and accounting and other professional services necessary or desirable in connection with the operation, upkeep and management of the Property or the enforcement of this Declaration, the Articles, Bylaws or Rules.

4.07. Enforcement. The Association, or any Owner shall have the right to enforce, by any proceeding at law or in equity, all covenants, conditions, restrictions, easements, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration, including the Articles, Bylaws, Rules, or any guidelines adopted pursuant to this Declaration. Failure by the Association or by any Owner to enforce any such provision shall in no event be deemed a waiver of the right to do so thereafter.

(a) Neighbor Disputes. In disputes involving two or less Owners claiming to be impacted, affected or aggrieved by an alleged violation by another Owner, such Owner(s) shall first communicate with the offending Owner to find a mutually acceptable

resolution of the dispute. Only after such communication has been made and resolution attempted will the Association become involved in such disputes and then only if the Association deems the issue to be one of importance to all Owners or to be necessary to protect its rights under the Declaration. The Association may become involved in disputes at its sole discretion.

(b) Mediation. Notwithstanding any other provision in this Declaration, except in emergencies, in cases where immediate injunctive relief is necessary, or where it is clear that mediation would be futile, prior to the instigation of any litigation, either by an Owner(s) or the Association, to enforce or construe the terms of this Declaration, all parties shall attempt to reach a mutually acceptable resolution of the dispute, either informally or if no resolution may be obtained informally then through a formal mediation process. The purpose of the mediation is to identify the issues, reduce misunderstandings, clarify priorities, explore areas of compromise, and find points of agreement. In the event a resolution is not obtained after formally mediating for a reasonable period, litigation may be commenced.

4.08. Non-waiver. The failure of the Association or individual owners to enforce the provisions of this Declaration shall not constitute a waiver of the provisions of the Declaration.

#### **ARTICLE V.** **(PROPERTY RIGHTS AND RIGHTS OF ENJOYMENT)**

5.01 Each Member of the Association shall have the right of enjoyment of the facilities located thereon which are appurtenant to the member's Lot, Sublot or Unit, subject to the terms of this Declaration and the following conditions:

(a) The right of the Association, as provided in its Bylaws to suspend the rights and privileges, including voting rights of any member for any period during which an assessment (to which his interest is subject) remains unpaid and for a period not to exceed thirty (30) days for each infraction of its published rules and regulations and for the right to impose monetary penalties for violation of such rules and regulations after hearing by the Board of Directors of the Association. Any Owner shall be given thirty-days (30) notice of any such hearing by personal service or by certified mail to his address as it appears on the books of the Association.

(b) The right of the Association to charge reasonable fees for use and purposes of the Association.

5.02 The Association shall have the obligation at its expense to maintain in a clean and orderly manner and in a good state of repair its Common Area and all improvements located thereon and to operate in a competent and efficient manner, all facilities located in its Common

Area; and in the event of damage or destruction to the improvements, to repair and restore promptly after such damage or destruction occurs, all improvements thereon.

5.03 Any member may delegate his rights of enjoyment in the Common Area, if any, and in the privileges of the Association to the members of his family who reside upon a Lot, Sublot or Unit, to any of his tenants who reside thereon under a leasehold interest for a term of one month or more, and to his guests; subject, however, to the Bylaws, rules, regulation and limitations of the Association. Such member shall notify the Secretary in writing of the name of such person and of the relationship of the member to such person. The rights and privileges of such person are subject to suspension the same as members of the Association, as provided in paragraph (a) of Section 1 of this Article.

## **ARTICLE VI.** **(CREATION OF ASSESSMENT LIENS)**

6.01 Creation of the Lien and Personal Obligation of Assessments. The Declarant, for each Lot, Sublot or Unit owned within the Property hereby covenants, and each Owner of any Lot, Sublot or Unit by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the respective Association Annual assessments or charges and special assessments or charges for the purposes provided in this Declaration, such assessments to be established and collected as hereinafter provided.

The annual and special assessments, together with interest, costs, and reasonable attorney's fees, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment, together with interest, costs and reasonable attorney's fees, shall also be the personal obligation of the person who was the Owner of such property at the time when the assessment became due. The personal obligation for delinquent assessments shall not pass to his successors in title unless expressly assumed by them.

6.02 Purpose. The assessments levied by the Association shall be used exclusively to promote the recreation, health, safety, and welfare of the Owners, for the improvement, maintenance, upkeep, repair and replacement of the Common Area, improvements thereon, and Association Property, for the enforcement of this Declaration, the Articles, the Bylaws and the Rules, for the administration and operation of the Association and Common Area, and for such other matters expressly provided or implied in this Declaration, the Articles, Bylaws, and Rules of the Association.

### 6.03 Annual Assessments.

(a) At least thirty (30) days prior to the beginning of each fiscal year, the Board shall estimate expenses to be incurred by the Association during such year in performing its functions under this Declaration (including reasonable provision for contingencies and appropriate replacement reserves, less any expected income and any

surplus from the prior year's fund). A sum sufficient to pay such estimated net charges will be assessed to the Owner of each Lot or Sublot in an equal amount, and levied against each Lot, Sublot or Unit. If said sum proves to be inadequate for any reason, including nonpayment of any Owner's assessment, the Association may at any time levy a further Assessment which shall be assessed and levied equally upon each Lot, Sublot or Unit and the Owner thereof.

(b) The annual assessments provided for herein shall commence on the first day of the month following the closing of the first sale of a Lot, Sublot or Unit to a purchaser.

(c) Annual assessments shall be fixed on a pro rata basis for each Lot or Sublot and shall be collected by the Association on a quarterly basis, or otherwise as fixed by the directors. Owners shall not be entitled to take offsets from assessment amounts for any reason.

(d) Without written consent or a majority vote by the members of the Association, the annual assessment may not be increased more than twenty percent (20%) over that of the last preceding annual assessment.

6.04 Special Assessments. In addition to the annual assessments authorized above, the Association may levy, in any assessment year, a special assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement to be performed on the Lots, Sublots or Units or Common Area or of a capital improvement upon the Association's Common Area, including fixtures and personal property related thereto, for the purpose of performing any unanticipated maintenance, and for unanticipated extraordinary expenses incurred by the Association.

6.05 Unpaid Assessments. Any assessment not paid within thirty (30) days after the due date, shall bear interest from the due date at the maximum rate allowed by law. The Association may bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien against the Lot, Sublot or Unit, and may recover all costs and fees incurred in such action. No Owner may waive or otherwise escape liability for the assessments provided for herein by nonuse of the Common Area or abandonment of his Lot, Sublot or Unit. Each of the Owners do hereby grant and appoint the Board of Directors as trustee to enforce such lien and to foreclose such lien by private power of sale, and the authority and power to sell the Unit or Lot of such defaulting Owner, or any part thereof, to satisfy said lien, for lawful money of the United States to the highest bidder. Such lien and the right to foreclose the same shall be in addition to and not in substitution for all other rights and remedies which the Owner and the Board of Directors may have to enforce the provisions hereof.

6.06 Lien for Assessments. All sums assessed to any Lot, Sublot or Unit pursuant to this Declaration and its amendments, together with interest thereon as provided herein, shall be

secured by a lien on such Lot, Sublot or Unit in favor of the Association upon recordation of a notice of assessment lien as provided herein. No lien is perfected unless the Association complies with the lien requirements as set forth by Idaho law, including Idaho Code Section 45-810, and as amended.

6.07 Remedies. In addition to the remedies stated above, the Association or individual Lot or Sublot owner may pursue any lawful or equitable remedy.

**ARTICLE VII.**  
**(DAMAGE OR DESTRUCTION OF COMMON AREA IMPROVEMENTS)**

In the event of damage to or destruction of the property of the Association, or any part thereof, the Association shall repair or replace the same from the insurance proceeds payable to it by reason of such damage or destruction. If any such damage or destruction was insured against and the insurance proceeds are insufficient to cover the cost of repair or replacement of the property damaged or destroyed, the Association may make a special assessment in accordance with the provisions of this declaration, to cover the additional cost of the repair or replacement not covered by the insurance proceeds. Such special assessment is in addition to any other regular assessments made against Owners and is subject to the rules herein relating to Special Assessments. If any damage or destruction is caused by a casualty not insured against, then the repair or reconstruction shall be accomplished in the manner provided by a written agreement approved by the Owners representing more than fifty percent (50%) of all the Lot, Sublots or Units after the plans for any repairs or reconstruction have been approved by the Association.

**ARTICLE VIII.**  
**(LENDER'S REGULATIONS)**

In order that residential dwelling units erected on the Property may qualify for existing subsidized lending programs, it is declared that the following rights exist in favor of any first mortgagee, notwithstanding contrary or conflicting provisions contained herein.

8.01 The first mortgagee of any dwelling unit may, by written notice to the Association, request written notice of any default by the mortgagor of such dwelling unit in the performance of such mortgagor's obligations under this declaration within thirty (30) days. Such request shall state the name and mailing address of the mortgagee, and the official records book and page number, file number or other reference identifying such recording, and the Lot, Sublot or Unit number encumbered by said mortgage, and a reference to this declaration. Each notice of default given pursuant to such request may be sent by regular mail, postage prepaid, addressed to the mortgagee at the address stated in such request. Following the lapse of two (2) years from the date of receipt of the written request last given by any mortgagee pursuant to this Article, the Association shall have no further duty to notify such mortgagee if mortgagor defaults.

8.02 Any first mortgagee who comes into possession of a dwelling unit pursuant to the remedies provided for in the mortgage, or foreclosure of the mortgage, shall be exempt from an

existing right of first refusal of any party as to the purchase of such dwelling unit from the mortgagee thereof.

8.03 Unless at least seventy-five percent (75%) of the first mortgagees (based upon one (1) vote for each mortgage) of dwelling units within the subdivision have given their prior written approval, the Association shall not be entitled to:

(a) By act or omission seek to abandon, partition, subdivide, encumber, sell or transfer real estate or improvements thereon which are owned, directly or indirectly, by the Association for the benefit of the dwelling units in the subdivision. (The granting of easements for public utilities or for other public purposes consistent with the intended use of such subdivision shall not be deemed a transfer within the meaning of this clause);

(b) Change the method of determining the obligations, assessments, dues or other charges which may be levied against an Owner;

(c) By act or omission change, waive or abandon any scheme or regulation, or enforcements thereof, pertaining to the architectural; design or the exterior appearance of dwelling units, the maintenance of party walls, or common fences and driveways, or the upkeep of walls and plantings in the subdivision;

(d) Fail to maintain fire and extended coverage on insurable Common Area on a current replacement cost basis in an amount of not less than one hundred percent (100%) of the insurable value (based on current replacement cost); and

(e) Use hazard insurance proceeds for losses to any Common Area for other than the repair, replacement or reconstruction of such improvements.

8.04 First mortgagees shall have the right to examine the books and records of the Association, upon reasonable advance request in writing.

8.05 First mortgagees of dwelling units in the subdivision, may jointly or singly, pay taxes which are in default and which may or have become a charge against Common Area and may pay overdue premiums on hazard insurance policies, or secure new hazard insurance coverage on lapse of a policy, for such property and first mortgagees making such payments shall be owed immediate reimbursement therefor from the Association.

8.06 Nothing herein or in the Articles of Incorporation of the Association, or in any other instrument relating to the Property, gives any Owner of any Lot, Sublot or Unit or other party priority over any rights of first mortgagees pursuant to their mortgages, in the case of distribution to such Owners of insurance proceeds or condemnation awards for losses to or a taking of common property in the subject subdivision.

8.07 The terms "mortgage", "mortgagor" and "mortgagee" as used in this Article shall include respectively, a deed of trust and the trustor and beneficiary thereunder.

**ARTICLE IX.**  
**(MISCELLANEOUS PROVISIONS)**

9.01. Severability/Applicable Law. In the event of any inconsistency between applicable law and any of these covenants or restrictions the applicable law shall govern if the covenant or restriction would otherwise be invalidated. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no ways affect any other provisions which shall remain in full force and effect.

9.02. Choice of Law. This Agreement shall be governed by the law of the State of Idaho.

9.03. Wavier. The partial or complete invalidity of any one of more provisions of this Agreement shall not affect the validity or continuing force and effect of any other provision. The failure of either party hereto to insist, in any one or more instances, upon the performance of any of the terms, covenants or conditions of this Agreement, or to exercise any right herein, shall not be construed as a waiver or relinquishment of such term, covenant, condition or right as respects further performance.

9.04. Attorney's Fees and Costs. Should any Lot or Sublot owner or Association employ an attorney to institute suit to enforce or interpret any provisions of or to protect its interest in any matter arising under the Declaration, the Articles, Bylaws, Rules, or any guidelines adopted pursuant to the Declaration, the prevailing party in such action shall be entitled to an award of their costs and attorney fees, including costs and fees on appeal.

9.05. Headings. The headings given to the Articles of this Agreement are for ease of reference only and shall not be relied upon or cited for any other purpose.

9.06. Amendment. The provisions of this Declaration shall run with and bind the land for a term of twenty (20) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years. Unless otherwise provided herein, this Declaration may only be amended by an instrument approved and signed by not less than four (4) out of the six (6) Lot or Sublot Owners. The Design Review Committee's powers and jurisdiction shall not be amended unless there is unanimous consent from all Lot and Sublot Owners. Any amendment must be recorded. Any such amendment shall be binding upon every Owner and every Lot, Sublot or Unit whether or not the burdens thereon are increased or decreased by such amendment and whether or not the Owner of each and every Lot, Sublot or Unit consents thereto.

9.07. Idaho Nonprofit Corporation Act. To the extent there are any inconsistencies between this Declaration and the provision of the Idaho Nonprofit Corporation Act, the Idaho Nonprofit Corporation Act shall control.



DATED this 11<sup>th</sup> day of December, 2019.

William C Sundali  
By: William C. Sundali

STATE OF IDAHO )  
 ) ss.  
County of Blaine )

On this 11<sup>th</sup> day of December, in the year of 2019, before me, a Notary Public in and for said State, personally appeared William C. Sundali, known or identified to me the person who subscribed his name to the foregoing instrument, and acknowledged to me that he executed the same.



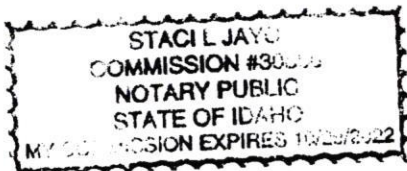
Fritz Haemmerle  
Notary Public for Idaho  
Residing at 1740 E. 24th  
My Commission expires: 8/18/21

*Shane B. Mace*

By: Shane B. Mace, trustee of the Mace Living Trust

STATE OF IDAHO )  
 ) ss.  
County of Ada. )

On this 10<sup>th</sup> day of December, in the year of 2019, before me, a Notary Public in and for said State, personally appeared Sharon L. Mace, known or identified to me to be a trustee of the Mace Living Trust, who subscribed his name to the foregoing instrument, and acknowledged to me that he executed the same in said Trusts.



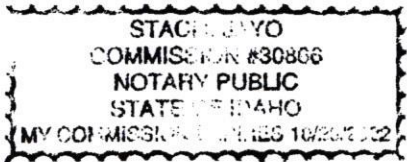
*Staci L. Jayo*

Notary Public for Idaho  
Residing at Meridian, Id  
My Commission expires: 10/29/2022

*Sharon L. Mace*  
By: Sharon L. Mace, trustees of the Mace Living Trust

STATE OF IDAHO )  
 ) ss.  
County of Ada. )

On this 10<sup>th</sup> day of December, in the year of 2019, before me, a Notary Public in and for said State, personally appeared Sharon L. Mace, known or identified to me to be a trustee of the Mace Living Trust, who subscribed her name to the foregoing instrument, and acknowledged to me that she executed the same in said Trusts.



*Staci L. Jayo*

Notary Public for Idaho  
Residing at Meridian, Id  
My Commission expires: 10/29/2022

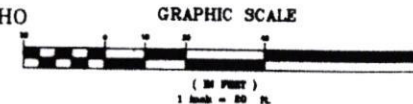
**(EXHIBIT A)**

Insert Recorded Plat

# LOTS 1A, 2A, 3A & 4A, BLOCK 67, KETCHUM TOWNSITE

WHEREIN LOTS 1, 2, 3 & 4 ARE RECONFIGURED AS SHOWN  
LOCATED WITHIN S13, T.4 N., R.17 E., B.M., CITY OF KETCHUM, BLAINE COUNTY, IDAHO

FEBRUARY 2019

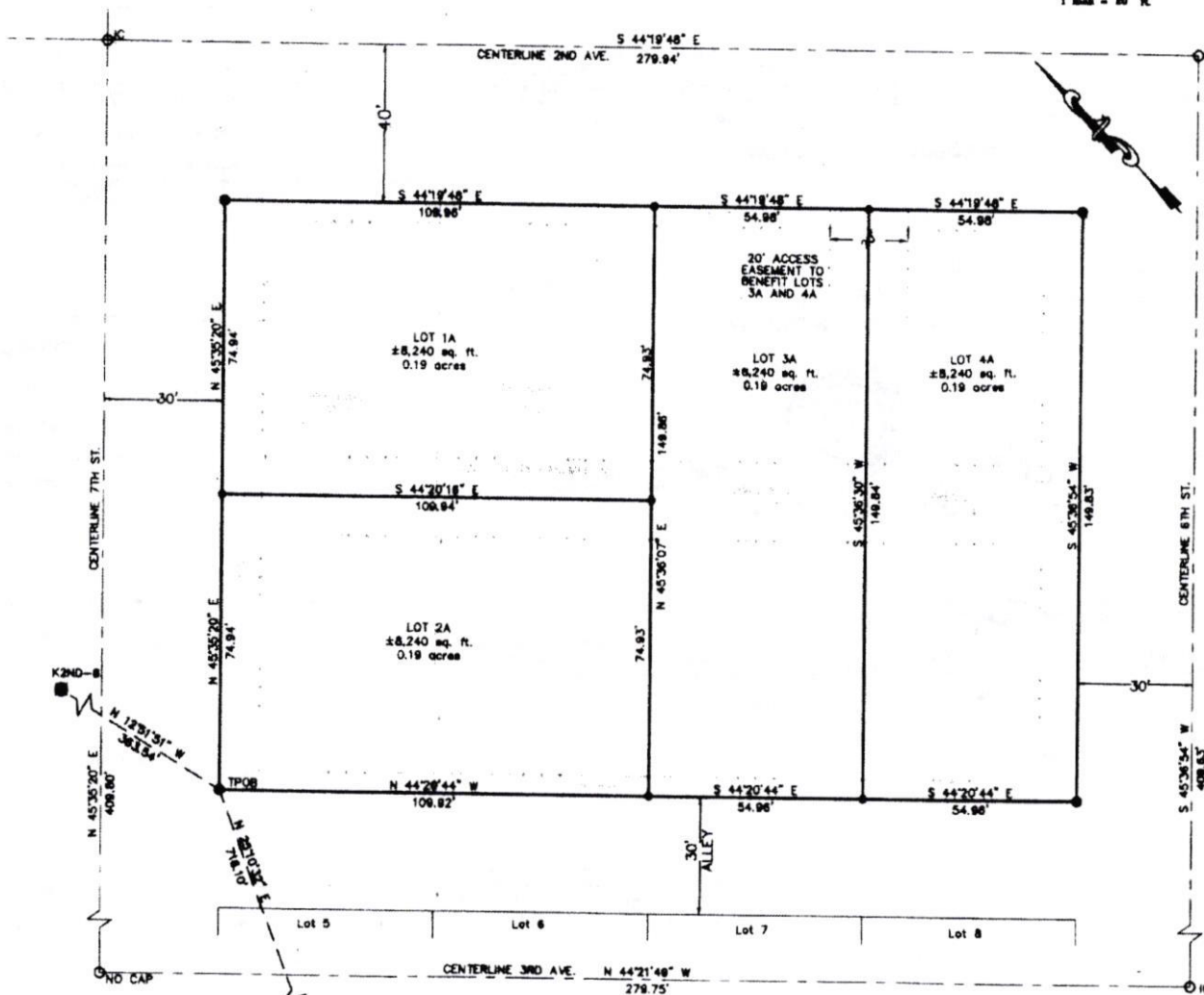


**NOTES**

- 1) Basis of Bearing is Idaho State Plane Coordinate System, NAD83(1982), Central Zone, at Grid, in US Survey Feet. Combined Scale Factor is 0.9998071. Ground Distances will be slightly longer.
- 2) Documents that may affect this plot are recorded in Blaine County Records as Instrument Numbers 195365 (Survey), 304411-304414 (Municipal Quit Claim Deeds), and 657569 (Development Phasing Agreement).
- 3) The total water system is private from point of connection with the main on 7th Street, Owner and all successors in interest are responsible for the installation, maintenance, repair and other costs associated with the private water main serving Lots 1A-4A, in accordance with the Construction Phasing Agreement recorded in Blaine County Records as instrument Number 657569.
- 4) The sewer main and manholes are public from the starting manhole continuous to the 7th Street manhole.

**LEGEND**

- Centerline Street/Avenue
- Subject Boundary Lines
- Easements as Shown
- BC&S Control and Tie
- Previous Lot Lines
- SET 1/2" = Set 1/2" Rebar PLS 7048
- SET 5/8" = Set 5/8" Rebar PLS 7048
- FND 5/8" = Found 5/8" Rebar As Shown
- IC Regible 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.

03-20-2019

Date *[Signature]*  
South Central District Health Dept., EHS

**CERTIFICATE OF OWNERSHIP**

This is to certify that we, the undersigned, are the owners in fee simple of the following described parcel of land:  
 A parcel of land located within Section 11, Township 4 North, Range 17 East, Boise Meridian, City of Ketchum, Blaine County, Idaho; more particularly described as follows:

Lots 1, 2, 3, and 4 in Block 67 of the City of Ketchum, according to the official plat thereof on file in the office of the County Recorder of Blaine County, Idaho. To be replatted as lots 1A, 2A, 3A, and 4A, Block 67 Ketchum Townsite.

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

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

William C. Sundahl  
 William C. Sundahl, an Unmarried Man  
Shane B. Mace  
 Shane B. Mace, Trustee of the Mace Living Trust  
Sharon L. Mace  
 Sharon L. Mace, Trustee of the Mace Living Trust

**ACKNOWLEDGMENT**

STATE OF Idaho } as  
 COUNTY OF Blaine }  
 On this 04 day of March, 2019, before me, a Notary Public in and for said State, personally appeared William C. Sundahl, an unmarried man, known or identified to me, to be the person whose name is subscribed to the Owner's Certificate and acknowledged to me that he executed the same.

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

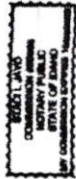


Sharon L. Mace  
 Notary Public  
 Residing at  
Ketchum, Idaho  
05-04-2024  
 My Commission Expires

STATE OF Idaho } as  
 COUNTY OF Blaine }  
 On this 04 day of March, 2019, before me, a Notary Public in and for said State, personally appeared Shane B. Mace and Sharon L. Mace, Trustees of the Mace Living Trust known or identified to me, to be the persons whose names are subscribed to the Owner's Certificate and acknowledged to me that they executed the same.

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

Sharon L. Mace  
 Notary Public  
 Residing at  
Ketchum, Idaho  
10/09/2022  
 My Commission Expires



**SURVEYOR'S CERTIFICATE**

I, Bruce Smith, a duly licensed Professional Land Surveyor in the State of Idaho, do hereby certify that this plat of Lots 1A, 2A, 3A, and 4A Block 67, City of Ketchum, is a true and accurate map of the land surveyed under my direct supervision and that it is in accordance with the Idaho State Code relating to plats and surveys.



**COUNTY SURVEYOR'S APPROVAL**

I, Sam Young, County Surveyor for Blaine County, Idaho, have checked the foregoing plat and computations for making the same and have determined that they comply with the laws of the State of Idaho relating thereto.

Sam Young  
 County Surveyor  
 PLS 1157

**APPROVAL OF CITY COUNCIL**

The foregoing plat was approved by the City Council of Ketchum, on this 14 day of March, 2019.



John P. [Signature]  
 City Clerk

**CITY ENGINEER'S APPROVAL**

The foregoing plat was approved by Sharon L. Mace, City Engineer for the City of Ketchum on this 3rd day of March, 2019.

Sharon L. Mace  
 City Engineer

**COUNTY TREASURER'S APPROVAL**

I, the Undersigned, County Treasurer in and for Blaine County, State of Idaho, per the Requirements of Idaho Code 50-1308, do hereby certify that any and all Current and/or Delinquent County Property Taxes for the Property included in this Plat of Lot 1A, 2A, 3A, 4A, Block 67, City of Ketchum have been paid in full on this 15 day of MARCH, 2019. This Certification is valid for the next thirty (30) days only.

Janet [Signature]  
 Blaine County Treasurer

**COUNTY RECORDER'S CERTIFICATE**

STATE OF IDAHO } as  
 COUNTY OF BLAINE }

This is to certify that the foregoing Plat was Filed in the Office of the Recorder of Blaine County, Idaho, and Duly Recorded at the Time, Date, and Instrument Number shown below.

Instrument # 088889  
 Filed in the Office of the Recorder of Blaine County, Idaho  
 at the time and date shown below  
 Page 1 of 1

Ex-officio Recorder

# Attachment 2

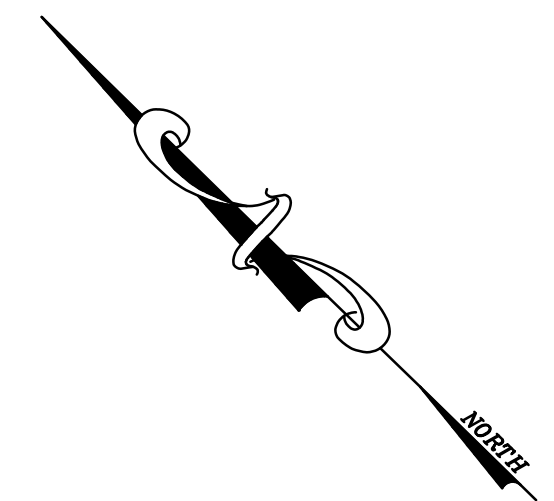
Townhouse Subdivision

Final Plat

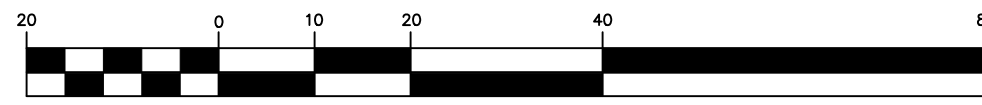
# A PLAT SHOWING CROSSBUCK McNEE TOWNHOMES

WHEREIN LOT 1A, BLOCK 67, KETCHUM TOWNSITE, IS REPLATTED AS TOWNHOUSE SUBLOTS, AS SHOWN HEREON  
LOCATED WITHIN S13, T.4 N., R.17 E., B.M., CITY OF KETCHUM, BLAINE COUNTY, IDAHO

NOVEMBER 2023



GRAPHIC SCALE



( IN FEET )  
1 inch = 20 ft.

**LEGEND**

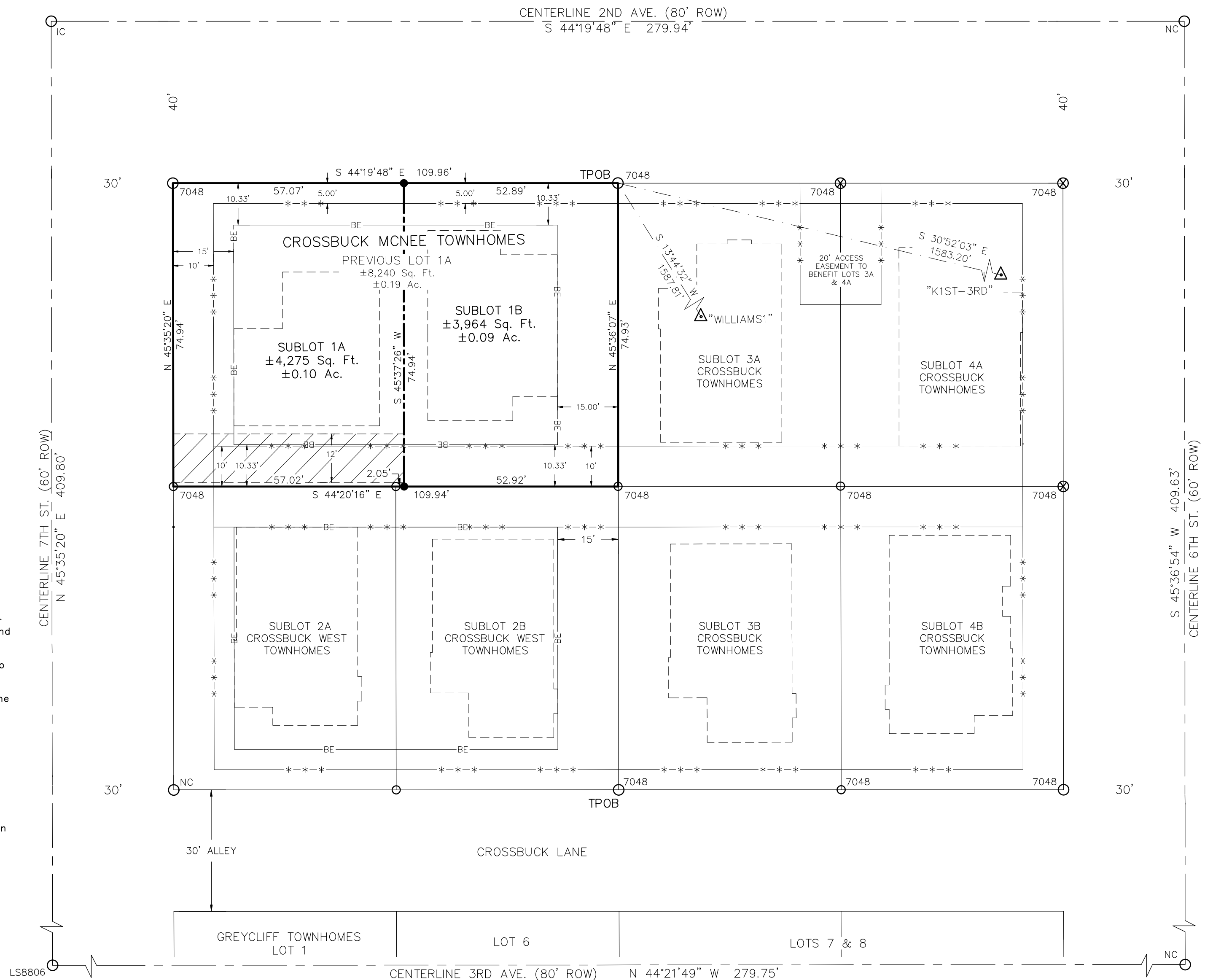
- Subject Boundary
- Sublot Line
- Adjoiner Lot Lines
- Centerline Street
- Public Utility Easement
- 12' Wide Access Easement (Note 6)
- Building Envelope as Shown
- Building Footprint
- Blaine County GIS Control and Ties
- Found 1/2" Rebar as Shown
- Found 5/8" Rebar as Shown
- Set 1/2" Rebar, PLS 7048
- Found Survey Marker as Shown

**NOTES**

- 1) Basis of Bearing is Idaho State Plane Coordinate System, NAD83(1992), Central Zone, at Grid, in US Survey Feet. Combined Scale Factor is 0.9968071. Ground Distances will be slightly longer.
- 2) Documents used or considered in this Plat are:
  - Inst. No. 195385 (Survey),
  - Inst. No. 304411-304414 (Municipal Quit Claim Deeds),
  - Inst. No. 657569 (Development Phasing Agreement),
  - Inst. No. 658996 (Plat),
  - Inst. No. 665603 Crossbuck Townhomes; Phase 1 (Plat),
  - Inst. No. 666964 Crossbuck Townhomes; Phase 2 (Plat),
  - Inst. No. 665790 (Alley Agreement),
  - Inst. No. 667284 Crossbuck Townhomes; Phase 3 (Plat),
  - All records of Blaine County, Idaho.
- 3) The total water system is private from point of connection with the main on 7th street. Owner and all successors in interest are responsible for the installation, maintenance, repair and other costs associated with the private water main serving Lots 1A-4A and Sublots 3A, 3B, 4A and 4B, in accordance with the Construction Phasing Agreement recorded in Blaine County Records as Instrument Number 657569.
- 4) The sewer main and manholes are public from the starting manhole continuous to the 7th Street manhole.
- 5) Sublots 1A and 1B shall have mutual reciprocal utility easements for installation, maintenance, and repair of existing and future, public and private utilities.
- 6) There shall be a 12' wide driveway/access easement on Sublot 1A to benefit Sublot 1B to allow access to 7th Street.
- 7) Declaration Establishing Covenants, Conditions and Restrictions for the Crossbuck Townhomes are Recorded in Blaine County as Inst. No. 665602.

**SURVEYOR NARRATIVE**

The purpose of this Plat is to replat Lot 1A, Block 67, Ketchum Townsite, as Townhouse Sublots as shown hereon. Found and Set Monuments during the Boundary Retracement of Lot 1A, are shown hereon and all Found Monuments of Record were accepted.



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 Public Health District, EHS

CERTIFICATE OF OWNERSHIP

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

Parcels of land located within Section 13, Township 4 North, Range 17 East, Boise Meridian, City of Ketchum Blaine County, Idaho; more particularly described as follows:

A portion of Lot 1A, Block 67 of LOTS 1A, 2A, 3A & 4A, BLOCK 67, KETCHUM TOWNSITE, as shown on the official plat thereof, recorded as Instrument No. 658996, records of Blaine County, Idaho, more particularly described as follows:

Commencing at the Blaine County GIS Control Monument known as "K1ST-3RD", proceed N 30°52'03" W, 1583.20 feet to a 5/8" rebar by PLS 7048 marking the Southeasterly corner of Lot 1A, Block 67, Ketchum Townsite, and a point on the Westerly Right-of-Way of Second Avenue; thence N 44°19'48" W, 52.89 feet along the Easterly boundary of said Lot 1A, Block 67, Ketchum Townsite, and the Westerly Right-of-Way of Second Avenue to a 1/2" rebar by PLS 7048 marking a point on the Easterly boundary of said Lot 1A and a point on said Westerly Right-of-Way of Second Avenue, which point is the TRUE POINT OF BEGINNING;

Thence S 45°37'26" W, 74.94 feet to a 1/2" rebar by PLS 7048 marking a point on the Westerly boundary of said Lot 1A, Block 67, Ketchum Townsite, and the Easterly boundary of Sublot 2B, Crossbuck West Townhomes;

Thence N 44°20'16" W, 57.02 feet along the boundary in common to said Lot 1A, Block 67, Ketchum Townsite, and Sublots 2A and 2B, Crossbuck West Townhomes to a 1/2" rebar by PLS 7048 marking the Westerly corner in common to said Lot 1A, Block 67, Ketchum Townsite, and Sublot 2A, Crossbuck West Townhomes;

Thence N 45°35'20" E, 74.94 feet along the Northerly boundary of said Lot 1A, Block 67, Ketchum Townsite, and the Southerly Right-of-Way of 7th Street, to a 5/8" rebar by PLS 7048;

Thence S 44°19'48" E, 57.07 feet along said Easterly boundary of said Lot 1A, Block 67, Ketchum Townsite, and the Westerly Right-of-Way of Second Avenue, to a 1/2" rebar by PLS 7048, which is the TRUE POINT OF BEGINNING; containing 4,275 square feet, (0.10 acres), more or less to be replatted as Sublot 1A as shown hereon.

AND

A portion of Lot 1A, Block 67 of LOTS 1A, 2A, 3A & 4A, BLOCK 67, KETCHUM TOWNSITE, as shown on the official plat thereof, recorded as Instrument No. 658996, records of Blaine County, Idaho, more particularly described as follows:

Commencing at the Blaine County GIS Control Monument known as "K1ST-3RD", proceed N 30°52'03" W, 1583.20 feet to a 5/8" rebar by PLS 7048 marking the Southeasterly corner of Lot 1A, Block 67, Ketchum Townsite, and a point on the Westerly Right-of-Way of Second Avenue, which point is the TRUE POINT OF BEGINNING;

Thence S 45°36'07" W, 74.93 feet along the Southerly boundary of said Lot 1A, to a 1/2" rebar by PLS 7048, marking the Southerly corner in common to said Lot 1A and Lot 2A, Block 67, Ketchum Townsite;

Thence N 44°20'16" W, 52.92 feet along the boundary in common between said Lots 1A and 2A to a point;

Thence N 45°37'26" E, 74.94 feet to a point on the Easterly boundary of said Lot 1A and the Westerly Right-of-Way of Second Avenue;

Thence, S 44°19'48" E, 52.89 feet along the Easterly boundary of said Lot 1A and the Westerly Right-of-Way of Second Avenue to a 5/8" rebar by PLS 7048 marking said Southeasterly corner of Lot 1A, which is the TRUE POINT OF BEGINNING; containing 3,964 square feet, (0.09 acres), more or less to be replatted as Sublot 1B, Crossbuck McNee Townhomes, as shown hereon.

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

It is the intent of the owners to hereby include said land in this plat, to be amended as shown hereon.

Jeff A. McNee, Manager
MMDM11, LLC.
An Idaho Limited Liability Company
(Sublot 1A)

ACKNOWLEDGMENT

STATE OF \_\_\_\_\_ }
COUNTY OF \_\_\_\_\_ } ss

On this \_\_\_\_ day of \_\_\_\_\_, 2023, before me, a Notary Public in and for said State, personally appeared Jeff A. McNee, known or identified to me to be the Manager of the Limited Liability Company that executed the foregoing instrument, and acknowledged to me that such Limited Liability Company executed the same.

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

Notary Public in and for said State

Residing At

My Commission Expires

Christian E. Nelson
(Sublot 1B)

Cindy L. Nelson
(Sublot 1B)

ACKNOWLEDGMENT

STATE OF \_\_\_\_\_ }
COUNTY OF \_\_\_\_\_ } ss

On this \_\_\_\_ day of \_\_\_\_\_, 2023, before me, a Notary Public in and for said State, personally appeared Christian E. Nelson and Cindy L. Nelson, husband and wife as Community Property with Right of Survivorship, known or identified to me to be the persons whose names are subscribed to the Owner's Certificate and acknowledged to me that they executed the same.

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

Notary Public in and for said State

Residing At

My Commission Expires





### SURVEYOR'S CERTIFICATE

I, Bruce Smith, a duly licensed Professional Land Surveyor in the State of Idaho, do hereby certify that this Plat of Crossbuck McNee Townhomes, is a true and accurate map of the land surveyed under my direct supervision and that it is in accordance with the Idaho State Code relating to plats and surveys.



### PROJECT ENGINEER'S CERTIFICATE

I, the undersigned Project Engineer for Crossbuck McNee Townhomes, do hereby certify that the subdivision is in accordance with the City of Ketchum subdivision standards on this \_\_\_\_ day of \_\_\_\_\_ 2023.

\_\_\_\_\_  
Alex Nelson, PLS 19275  
Alpine Enterprises Inc.

### COUNTY SURVEYOR'S APPROVAL

I, Sam Young, County Surveyor for Blaine County, Idaho, have checked the foregoing plat and computations for making the same and have determined that they comply with the laws of the State of Idaho relating thereto.

\_\_\_\_\_  
Sam Young, PLS 11577  
County Surveyor

### KETCHUM CITY COUNCIL CERTIFICATE

I, the undersigned, City Clerk, in and for the City of Ketchum, Blaine County, Idaho, do hereby certify that at a regular meeting of the City Council held on the \_\_\_\_ day of \_\_\_\_\_ 2023, this plat was duly accepted and approved.

\_\_\_\_\_  
Trent Donat, City Clerk,  
City of Ketchum

### CITY ENGINEER'S CERTIFICATE

I, the undersigned, City Engineer for the City of Ketchum, Blaine County, Idaho, do hereby approve this plat on this \_\_\_\_ day of \_\_\_\_\_, 2023, and certify that it is in accordance with the City of Ketchum subdivision ordinance.

\_\_\_\_\_  
Robyn Mattison, City Engineer,  
City of Ketchum

### CITY PLANNER'S CERTIFICATE

I, the undersigned, Planner in and for the City of Ketchum, Blaine County, Idaho, do hereby approved this plat on this \_\_\_\_ day of \_\_\_\_\_, 2023, and certify that it is in accordance with the City of Ketchum subdivision ordinance.

\_\_\_\_\_  
City Planner

### COUNTY TREASURER'S APPROVAL

I, the Undersigned, County Treasurer in and for Blaine County, State of Idaho, per the Requirements of Idaho Code 50-1308, do hereby Certify that any and all Current and/or Delinquent County Property Taxes for the Property included in this Plat of Crossbuck McNee Townhomes have been paid in full on this \_\_\_\_ day of \_\_\_\_\_ 2023. This Certification is valid for the next thirty (30) days only.

\_\_\_\_\_  
Blaine County Treasurer

### COUNTY RECORDER'S CERTIFICATE

STATE OF IDAHO  
COUNTY OF BLAINE

This is to certify that the foregoing Plat was Filed in the Office of the Recorder of Blaine County, Idaho, and Duly Recorded at the Time, Date, and Instrument Number shown below.

\_\_\_\_\_  
Ex-officio Recorder

# Attachment 3

Draft

Findings of Fact, Conclusions of  
Law, and Decision



**City of Ketchum  
Planning & Building**

IN RE: )  
)  
Crossbuck McNeeTownhomes ) KETCHUM CITY COUNCIL  
Townhouse Subdivision Final Plat ) FINDINGS OF FACT, CONCLUSIONS OF LAW, AND  
) DECISION  
)  
Date: December 4, 2023 )  
)  
File Number: P23-091 )

**PROJECT:** Crossbuck McNee Townhomes

**APPLICATION TYPE:** Townhouse Subdivision Final Plat

**FILE NUMBER:** P23-091

**ASSOCIATED APPLICATIONS:** Design Review P21-025, Townhouse Subdivision Preliminary Plat P21-026, Building Permit B21-086, Building Permit B21-133, Crossbuck McNee Phased Townhouse Subdivision Agreement 22854

**REPRESENTATIVE:** Bruce Smith, PLS, Alpine Enterprises Inc.

**OWNER:** Jeff McNee, MMDM11 LLC

**LOCATION:** 61 & 671 N 2<sup>nd</sup> Avenue (Ketchum Townsite: Block 67: Lot 1A)

**ZONING:** General Residential Low Density (GR-L)

**OVERLAY:** None

**RECORD OF PROCEEDINGS**

The Planning and Building Department received the Crossbuck McNee Townhouse Subdivision Final Plat application on October 5, 2023. Following receipt of the complete application, staff routed the application materials to all city departments for review. City department comments were provided to the applicant on November 3, 2023. As of the date of these findings, all city department comments have been resolved or addressed through conditions of approval. The Ketchum City Council conducted their review of the Townhouse Subdivision Final Plat application during their meeting on December 4, 2023. After considering staff’s analysis and the application materials, the City Council approved the final plat application.

## BACKGROUND

The applicant is requesting Final Plat approval for the Crossbuck McNee Townhomes located at the southwest corner of 2<sup>nd</sup> Avenue and 7<sup>th</sup> Street (the “subject property”) within the General Residential Low Density (GR-L) Zoning District. The Townhouse Subdivision Final Plat application proposes to subdivide an existing 8,240-square-foot lot (Ketchum Townsite: Block 67: Lot 1A) into two townhouse sublots.

The Planning and Zoning Commission considered the Crossbuck McNee Townhomes Design Review (Application File No. P21-025) and Townhouse Subdivision Preliminary Plat (Application File No. P21-026) applications during their regular meeting on July 27, 2021 and special meetings on July 30 and August 24, 2021. The development applications were considered concurrently and the associated public hearings were combined in accordance with Idaho Code §67-6522. The Commission unanimously approved the Crossbuck McNee Townhomes Design Review and unanimously recommended approval of the Townhouse Subdivision Preliminary Plat to the Ketchum City Council. The City Council considered and approved the Preliminary Plat application on September 7, 2021. The townhouse preliminary plat was not forwarded to the City Council for approval due to site access negotiations. The site access issues were resolved through review of the building permit (Application File No. B21-133). The city issued Building Permit B21-133 for the construction of both detached townhome units on April 22, 2022.

Following issuance of the building permit, the Planning and Building Department received an application for a phased development agreement to permit the final plat to be filed with the city for approval following issuance of a certificate of occupancy for the first townhouse unit, rather than requiring a certificate of occupancy for both units prior to approval of a final plat. The Planning and Zoning Commission recommended approval of the phased development agreement at their May 23, 2023 meeting. The City Council reviewed and approved both the Crossbuck McNee Townhomes Subdivision Preliminary Plat and Phased Townhouse Subdivision Agreement 22854 on June 12, 2023. Phased Townhouse Subdivision Agreement 22854 includes maintenance responsibilities, a construction and completion schedule, and process requirements for filing of the townhouse final plat.

Pursuant to section 3 of Phased Townhouse Subdivision Agreement 22854, “The City agrees to accept and process a townhouse final plat application, for both sublots, for approval by City Council provided a Certificate of Occupancy been issued for the first townhouse unit on Lot 1B should Owners comply with all above recitals.” The townhouse on subplot 1B was issued a Temporary Certificate of Occupancy on October 10, 2023. Construction of the detached townhome unit on subplot 1A as well as remaining site improvements for the project is nearing completion.

All land subdivisions in the City of Ketchum are subject to the standards contained in Ketchum, Municipal Code, Title 16, Subdivision. Many standards are related to the design and construction of multiple new lots that will form new blocks and infrastructure, such as streets that will be dedicated to and maintained by the city. The standards for certain improvements (Ketchum Municipal Code

§16.04.040) are not applicable to this project as this application proposes to subdivide an existing lot within a residential subdivision into 2 townhouse sublots. As conditioned, the request to subdivide meets all applicable standards for Townhouse Final Plats contained in Ketchum Municipal Code’s Subdivision (Title 16) and Zoning (Title 17) regulations. The Townhouse Subdivision does not change the residential use or alter the development as reviewed and approved through Design Review (Application File No. P21-025), Townhouse Subdivision Preliminary Plat (Application File No. P21-026), and Building Permit (Application File Nos. B21-133).

**FINDINGS OF FACT**

The Ketchum City Council having reviewed the project record does hereby make and set forth these Findings of Fact, Conclusions of Law, and Decision as follows:

**FINDINGS REGARDING COMPLIANCE WITH FINAL PLAT SUBDIVISION REQUIREMENTS**

Final Plat Requirements				
Compliant			City Code	City Standards
Yes	No	N/A		
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.K.1	Point of beginning of subdivision description tied to at least two governmental survey corners, or in lieu of government survey corners, to monuments recognized by the City Engineer.
			<i>Findings</i>	<i>The point of beginning of the subdivision description is tied to two governmental survey corners—Blaine County GIS Control “Williams1” and “K1st-3rd” as shown on sheet 1 of the Final Plat.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.K.2	Location and description of monuments.
			<i>Findings</i>	<i>The location and description of monuments are provided on sheet 1 of the Final Plat.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.K.3	Tract boundary lines, property lines, lot lines, street right-of-way lines and centerlines, other rights-of-way and easement lines, building envelopes as required on the preliminary plat, lot area of each lot, boundaries of floodplain and floodway and avalanche district, all with bearings, accurate dimensions in feet and decimals, in degrees and minutes and radii, arcs, central angles, tangents and chord lengths of all curves to the above accuracy.
			<i>Findings</i>	<i>The lot lines of parent Lot 1A, subplot 1A, and subplot 1B are shown on the Final Plat map. The areas of the parent lot and each subplot area indicated on sheet 1 of the Final Plat—the total area of Lot 1A is 8,240 square feet. Sublot 1A is 4,275 square feet in size and subplot 1B is 3,964 square feet in size. The final plat shows the 80-foot-wide 2<sup>nd</sup> Avenue</i>

				right-of-way, the 60-foot-wide 7 <sup>th</sup> Street right-of-way, and the 30-foot-wide alley/Crossbuck Lane right-of-way. The property is not located within the floodplain, floodway, or avalanche districts. All other bearings and dimensions have been reviewed by the City Engineer for accuracy.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.K.4	<b>Names and locations of all adjoining subdivisions.</b>
			<i>Findings</i>	<i>The subject property is adjacent to three different townhome developments. Crossbuck West Sublots 2A and 2B and Crossbuck Sublots 3A, 3B, 4A, and 4B are indicated on sheet 1 of the Final Plat.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.K.5	<b>Name and right-of-way width of each street and other public rights-of-way.</b>
			<i>Findings</i>	<i>The final plat shows the 80-foot-wide 2nd Avenue right-of-way, the 60-foot-wide 7th Street right-of-way, and the 30-foot-wide alley/Crossbuck Lane right-of-way.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.K.6	<b>Location, dimension and purpose of all easements, public or private.</b>
			<i>Findings</i>	<i>The 10-foot-wide and 5-foot-wide public utility easements are indicated on sheet 1 of the Final Plat. The map on sheet 1 of the Final Plat shows the location, dimension, and purpose of the 12-foot-wide access easement. Plat Note 6 states, "There shall be a 12' wide driveway/access easement on Sublot 1A to benefit Sublot 1B to allow access to 7<sup>th</sup> Street." In addition, plat note 5 states, "Sublots 2A and 2B shall have mutual reciprocal utility easements for installation, maintenance, and repair of existing and future, public and private utilities."</i>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.030.K.7	<b>The blocks numbered consecutively throughout each block.</b>
			<i>Findings</i>	<i>This townhouse subdivision will subdivide an existing lot within a residential subdivision into two townhouse sublots. No new blocks are created with the townhouse subdivision.</i>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.030.K.8	<b>The outline of any property, other than a street, alley or easement, which is offered for dedication to public use, fully dimensioned by distances and bearings with the area marked "Dedicated to the City of Ketchum for Public Use", together with any other descriptive language with regard to the precise nature of the use of the land so dedicated.</b>
			<i>Findings</i>	<i>N/A as no dedications have been required or proposed for this townhouse subdivision.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.K.9	<b>The title, which shall include the name of the subdivision, the name of the City, if appropriate, county and state, and the location and description of the subdivision referenced to section, township, range.</b>

			<i>Findings</i>	<i>The title of the final plat as shown on sheet 1 includes all required information—A PLAT SHOWING CROSSBUCK MCNEE TOWNHOMES WHEREIN LOT 1A, BLOCK 67, KETCHUM TOWNSITE, IS REPLATTED AS TOWNHOUSE SUBLOTS, AS SHOWN HEREON LOCATED WITHIN S13, T.4 N., R.17 E., B.M., CITY OF KETCHUM, BLAINE COUNTY, IDAHO.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.K.10	Scale, north arrow and date.
			<i>Findings</i>	<i>The scale, north arrow, and date are included on sheet 1 of the Final Plat.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.K.11	Location, width, and names of all existing or dedicated streets and other public ways within or adjacent to the proposed subdivision.
			<i>Findings</i>	<i>All existing streets, including 7<sup>th</sup> Street, 2<sup>nd</sup> Avenue, and the block 67 alleyway/Crossbuck Lane are indicated on the Final Plat map. No additional streets are being created or dedicated.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.K.12	A plat note provision referencing the County Recorder's instrument number where the condominium declaration(s) and/or articles of incorporation of homeowners' association governing the subdivision are recorded.
			<i>Findings</i>	<i>Plat Note 7 references the Covenants, Conditions, and Restrictions for the Crossbuck Townhomes recorded as Instrument Number 665602.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.K.13	Certificate by registered engineer or surveyor preparing the map certifying to the accuracy of surveying plat.
			<i>Findings</i>	<i>Sheet 3 of the final plat includes the required Surveyor's Certificate.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.K.14	A current title report of all property contained within the plat shall be provided to the City and used, in part, as the basis for the dedication of easements and encumbrances on the property.
			<i>Findings</i>	<i>A title report issued by Sun Valley Title dated June 9, 2020 was used to prepare the final plat map and submitted with the final plat application.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.K.15	Certification of owner(s) of record and all holders of security interest(s) of record with regard to such property.
			<i>Findings</i>	<i>Sheet 2 of the Final Plat includes a certificate of ownership and associated acknowledgement from all owners and holders of security interest with regard to the subject property.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.K.16	Certification and signature of engineer (surveyor) verifying that the subdivision and design standards meet all City requirements.
			<i>Findings</i>	<i>Sheet 3 of the Final Plat includes the required Project Engineer's Certificate.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.K.17	Certification and signature of the City Engineer verifying that the subdivision and design standards meet all City requirements.
			<i>Findings</i>	<i>Sheet 3 of the Final Plat includes the City Engineer's Certificate.</i>

<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.K.18	Certification and signature of the City Clerk of the City of Ketchum verifying that the subdivision has been approved by the council.
			<i>Findings</i>	<i>Sheet 3 of the Final Plat includes the certification and signature of the City Clerk verifying the subdivision has been approved by the City Council.</i>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.030.K.19	Notation of any additional restrictions imposed by the council on the development of such subdivision to provide for the public health, safety and welfare.
			<i>Findings</i>	<i>N/A as no restrictions were imposed by the Ketchum City Council during their review of the lot consolidation preliminary plat application.</i>

**FINDINGS REGARDING COMPLIANCE WITH SUBDIVISION DEVELOPMENT & DESIGN STANDARDS**

Subdivision Development & Design Standards (Ketchum Municipal Code §16.04.040)				
Compliant				
Yes	No	N/A	City Code	City Standards
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.040.A	Required Improvements: The improvements set forth in this section shall be shown on the preliminary plat and installed prior to approval of the final plat. Construction design plans shall be submitted and approved by the city engineer. All such improvements shall be in accordance with the comprehensive plan and constructed in compliance with construction standard specifications adopted by the city. Existing natural features which enhance the attractiveness of the subdivision and community, such as mature trees, watercourses, rock outcroppings, established shrub masses and historic areas, shall be preserved through design of the subdivision.
			<i>Findings</i>	<i>All project plans for the townhome development were reviewed and approved by city departments through Design Review Application File No. P21-025, Townhouse Subdivision Preliminary Plat Application File No. P21-026, and Building Permit Applications File No. B21-133. All improvements must be inspected and approved by city departments prior to issuance of the final Certificate of Occupancy for the detached townhome on subplot 1A.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.040.B	Improvement Plans: Prior to approval of final plat by the commission, the subdivider shall file two (2) copies with the city engineer, and the city engineer shall approve construction plans for all improvements required in the proposed subdivision. Such plans shall be prepared by a civil engineer licensed in the state.
			<i>Findings</i>	<i>All project plans for the townhome development were reviewed and approved by city departments through Design Review Application File No. P21-025, Townhouse Subdivision Preliminary Plat Application File No. P21-</i>



				<i>026, and Building Permit Applications File No. B21-133. All improvements must, including the private driveways, utilities, and right-of-way improvements shall be inspected and approved by city departments prior to issuance of the final Certificate of Occupancy for the detached townhome on subplot 1A.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<b>16.04.040.C</b>	<p>Prior to final plat approval, the subdivider shall have previously constructed all required improvements and secured a certificate of completion from the city engineer. However, in cases where the required improvements cannot be constructed due to weather conditions or other factors beyond the control of the subdivider, the city council may accept, in lieu of any or all of the required improvements, a performance bond filed with the city clerk to ensure actual construction of the required improvements as submitted and approved. Such performance bond shall be issued in an amount not less than one hundred fifty percent (150%) of the estimated costs of improvements as determined by the city engineer. In the event the improvements are not constructed within the time allowed by the city council (which shall be one year or less, depending upon the individual circumstances), the council may order the improvements installed at the expense of the subdivider and the surety. In the event the cost of installing the required improvements exceeds the amount of the bond, the subdivider shall be liable to the city for additional costs. The amount that the cost of installing the required improvements exceeds the amount of the performance bond shall automatically become a lien upon any and all property within the subdivision owned by the owner and/or subdivider.</p>
			<i>Findings</i>	<i>City departments, including Planning, Building, Fire, Streets, City Engineer, and Utilities, reviewed approved all required improvements through Design Review Application File No. P21-025, Townhouse Subdivision Preliminary Plat Application File No. P21-026, and Building Permit Applications File No. B21-133. All improvements must, including the private driveways, utilities, and right-of-way improvements shall be inspected and approved by city departments prior to issuance of the final Certificate of Occupancy for the detached townhome on subplot 1A.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<b>16.04.040.D</b>	<p><b>As Built Drawing:</b> Prior to acceptance by the city council of any improvements installed by the subdivider, two (2) sets of as built plans and specifications, certified by the subdivider's engineer, shall be filed with the city engineer. Within ten (10) days after completion of improvements and submission of as built drawings, the city engineer shall certify the completion of the improvements and the acceptance of the improvements, and shall submit a copy of such certification to the administrator and the subdivider. If a performance bond has been filed,</p>

				the administrator shall forward a copy of the certification to the city clerk. Thereafter, the city clerk shall release the performance bond upon application by the subdivider.
			<i>Findings</i>	<i>All project plans for the townhome development were reviewed and approved by city departments through Design Review Application File No. P21-025, Townhouse Subdivision Preliminary Plat Application File No. P21-026, and Building Permit Applications File No. B21-133.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.040.E	<p><b>Monumentation:</b> Following completion of construction of the required improvements and prior to certification of completion by the city engineer, certain land survey monuments shall be reset or verified by the subdivider's engineer or surveyor to still be in place. These monuments shall have the size, shape, and type of material as shown on the subdivision plat. The monuments shall be located as follows:</p> <ol style="list-style-type: none"> <li>1. All angle points in the exterior boundary of the plat.</li> <li>2. All street intersections, points within and adjacent to the final plat.</li> <li>3. All street corner lines ending at boundary line of final plat.</li> <li>4. All angle points and points of curves on all streets.</li> <li>5. The point of beginning of the subdivision plat description.</li> </ol>
			<i>Findings</i>	<i>The final plat indicates two monuments, both of which have been verified by the subdivider's surveyor and City Engineer.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.040.F	<p><b>Lot Requirements:</b></p> <ol style="list-style-type: none"> <li>1. Lot size, width, depth, shape and orientation and minimum building setback lines shall be in compliance with the zoning district in which the property is located and compatible with the location of the subdivision and the type of development, and preserve solar access to adjacent properties and buildings.</li> <li>2. Whenever a proposed subdivision contains lot(s), in whole or in part, within the floodplain, or which contains land with a slope in excess of twenty five percent (25%), based upon natural contours, or creates corner lots at the intersection of two (2) or more streets, building envelopes shall be shown for the lot(s) so affected on the preliminary and final plats. The building envelopes shall be located in a manner designed to promote harmonious development of structures, minimize congestion of structures, and provide open space and solar access for each lot and structure. Also, building envelopes shall be located to promote access to the lots and maintenance of public utilities, to minimize cut and fill for roads and building foundations, and minimize adverse impact upon environment, watercourses and topographical features. Structures may only be built on buildable lots. Lots shall only be created that meet the definition of "lot, buildable" in section 16.04.020 of this chapter. Building</li> </ol>

			<p>envelopes shall be established outside of hillsides of twenty five percent (25%) and greater and outside of the floodway. A waiver to this standard may only be considered for the following:</p> <p>a. For lot line shifts of parcels that are entirely within slopes of twenty five percent (25%) or greater to create a reasonable building envelope, and mountain overlay design review standards and all other city requirements are met.</p> <p>b. For small, isolated pockets of twenty five percent (25%) or greater that are found to be in compliance with the purposes and standards of the mountain overlay district and this section.</p> <p>3. Corner lots shall have a property line curve or corner of a minimum radius of twenty five feet (25') unless a longer radius is required to serve an existing or future use.</p> <p>4. Side lot lines shall be within twenty degrees (20°) to a right angle or radial line to the street line.</p> <p>5. Double frontage lots shall not be created. A planting strip shall be provided along the boundary line of lots adjacent to arterial streets or incompatible zoning districts.</p> <p>6. Every lot in a subdivision shall have a minimum of twenty feet (20') of frontage on a dedicated public street or legal access via an easement of twenty feet (20') or greater in width. Easement shall be recorded in the office of the Blaine County recorder prior to or in conjunction with recordation of the final plat.</p>
			<p><i>Findings</i></p> <p><i>Standard 1 has been met. Parent Lot 1A has a width of 110 feet, which exceeds the 80-foot-average lot width required in the GR-L Zone. The total area of the parent lot is 8,240 square feet, which is 240 square feet greater than the minimum lot size required in the GR-L Zone. Both detached townhomes comply with required setbacks in the GR-L Zone. Standards 4, 5, and 6 have been met. Standard 2 is not applicable as the subject property is not located in the floodplain and does not contain hillsides with 25% or greater slope.</i></p>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<p><b>16.04.040.G</b></p> <p><b>G. Block Requirements: The length, width and shape of blocks within a proposed subdivision shall conform to the following requirements:</b></p> <ol style="list-style-type: none"> <li>1. No block shall be longer than one thousand two hundred feet (1,200'), nor less than four hundred feet (400') between the street intersections, and shall have sufficient depth to provide for two (2) tiers of lots.</li> <li>2. Blocks shall be laid out in such a manner as to comply with the lot requirements.</li> <li>3. The layout of blocks shall take into consideration the natural topography of the land to promote access within</li> </ol>

				<p>the subdivision and minimize cuts and fills for roads and minimize adverse impact on environment, watercourses and topographical features.</p> <p>4. Corner lots shall contain a building envelope outside of a seventy five foot (75') radius from the intersection of the streets.</p>
			<i>Findings</i>	<i>This townhouse subdivision application does not create a new block. This requirement is not applicable.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.040.H	<p><b>Street Improvement Requirements:</b></p> <p>1. The arrangement, character, extent, width, grade and location of all streets put in the proposed subdivision shall conform to the comprehensive plan and shall be considered in their relation to existing and planned streets, topography, public convenience and safety, and the proposed uses of the land;</p> <p>2. All streets shall be constructed to meet or exceed the criteria and standards set forth in chapter 12.04 of this code, and all other applicable ordinances, resolutions or regulations of the city or any other governmental entity having jurisdiction, now existing or adopted, amended or codified;</p> <p>3. Where a subdivision abuts or contains an existing or proposed arterial street, railroad or limited access highway right of way, the council may require a frontage street, planting strip, or similar design features;</p> <p>4. Streets may be required to provide access to adjoining lands and provide proper traffic circulation through existing or future neighborhoods;</p> <p>5. Street grades shall not be less than three-tenths percent (0.3%) and not more than seven percent (7%) so as to provide safe movement of traffic and emergency vehicles in all weather and to provide for adequate drainage and snow plowing;</p> <p>6. In general, partial dedications shall not be permitted, however, the council may accept a partial street dedication when such a street forms a boundary of the proposed subdivision and is deemed necessary for the orderly development of the neighborhood, and provided the council finds it practical to require the dedication of the remainder of the right of way when the adjoining property is subdivided. When a partial street exists adjoining the proposed subdivision, the remainder of the right of way shall be dedicated;</p> <p>7. Dead end streets may be permitted only when such street terminates at the boundary of a subdivision and is necessary for the development of the subdivision or the future development of the adjacent property.</p> <p>When such a dead end street serves more than two (2) lots, a temporary</p>

			<p>turnaround easement shall be provided, which easement shall revert to the adjacent lots when the street is extended;</p> <p>8. A cul-de-sac, court or similar type street shall be permitted only when necessary to the development of the subdivision, and provided, that no such street shall have a maximum length greater than four hundred feet (400') from entrance to center of turnaround, and all cul-de-sacs shall have a minimum turnaround radius of sixty feet (60') at the property line and not less than forty five feet (45') at the curb line;</p> <p>9. Streets shall be planned to intersect as nearly as possible at right angles, but in no event at less than seventy degrees (70°);</p> <p>10. Where any street deflects an angle of ten degrees (10°) or more, a connecting curve shall be required having a minimum centerline radius of three hundred feet (300') for arterial and collector streets, and one hundred twenty five feet (125') for minor streets;</p> <p>11. Streets with centerline offsets of less than one hundred twenty five feet (125') shall be prohibited;</p> <p>12. A tangent of at least one hundred feet (100') long shall be introduced between reverse curves on arterial and collector streets;</p> <p>13. Proposed streets which are a continuation of an existing street shall be given the same names as the existing street. All new street names shall not duplicate or be confused with the names of existing streets within Blaine County, Idaho. The subdivider shall obtain approval of all street names within the proposed subdivision from the commission before submitting same to council for preliminary plat approval;</p> <p>14. Street alignment design shall follow natural terrain contours to result in safe streets, usable lots, and minimum cuts and fills;</p> <p>15. Street patterns of residential areas shall be designed to create areas free of through traffic, but readily accessible to adjacent collector and arterial streets;</p> <p>16. Reserve planting strips controlling access to public streets shall be permitted under conditions specified and shown on the final plat, and all landscaping and irrigation systems shall be installed as required improvements by the subdivider;</p> <p>17. In general, the centerline of a street shall coincide with the centerline of the street right of way, and all crosswalk markings shall be installed by the subdivider as a required improvement;</p> <p>18. Street lighting may be required by the commission or council where appropriate and shall be installed by the subdivider as a requirement improvement;</p> <p>19. Private streets may be allowed upon recommendation by the commission and approval by the council. Private streets shall be</p>
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				<p>constructed to meet the design standards specified in subsection H2 of this section;</p> <p>20. Street signs shall be installed by the subdivider as a required improvement of a type and design approved by the administrator and shall be consistent with the type and design of existing street signs elsewhere in the city;</p> <p>21. Whenever a proposed subdivision requires construction of a new bridge, or will create substantial additional traffic which will require construction of a new bridge or improvement of an existing bridge, such construction or improvement shall be a required improvement by the subdivider. Such construction or improvement shall be in accordance with adopted standard specifications;</p> <p>22. Sidewalks, curbs and gutters may be a required improvement installed by the subdivider; and</p> <p>23. Gates are prohibited on private roads and parking access/entranceways, private driveways accessing more than one single-family dwelling unit and one accessory dwelling unit, and public rights of way unless approved by the city council.</p>
			<i>Findings</i>	<i>The project plans submitted with Design Review Application File No. P21-025, Townhouse Subdivision Preliminary Plat Application File No. P21-026, and Building Permit Applications File No. B21-133 show the right-of-way improvements proposed for the project and were reviewed and approved by city departments, including the City Engineer. All improvements must, including the private driveways, utilities, and right-of-way improvements shall be inspected and approved by city departments, including the City Engineer, prior to issuance of the final Certificate of Occupancy for the detached townhome on subplot 1A.</i>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.040.I	<p><b>Alley Improvement Requirements:</b> Alleys shall be provided in business, commercial and light industrial zoning districts. The width of an alley shall be not less than twenty feet (20'). Alley intersections and sharp changes in alignment shall be avoided, but where necessary, corners shall be provided to permit safe vehicular movement. Dead end alleys shall be prohibited. Improvement of alleys shall be done by the subdivider as required improvement and in conformance with design standards specified in subsection H2 of this section.</p>
			<i>Findings</i>	<i>N/A as the subject property is not adjacent to the Block 67 alley.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.040.J	<p><b>Required Easements:</b> Easements, as set forth in this subsection, shall be required for location of utilities and other public services, to provide adequate pedestrian circulation and access to public waterways and lands.</p>

			<ol style="list-style-type: none"> <li>1. A public utility easement at least ten feet (10') in width shall be required within the street right of way boundaries of all private streets. A public utility easement at least five feet (5') in width shall be required within property boundaries adjacent to Warm Springs Road and within any other property boundary as determined by the city engineer to be necessary for the provision of adequate public utilities.</li> <li>2. Where a subdivision contains or borders on a watercourse, drainageway, channel or stream, an easement shall be required of sufficient width to contain such watercourse and provide access for private maintenance and/or reconstruction of such watercourse.</li> <li>3. All subdivisions which border the Big Wood River, Trail Creek and Warm Springs Creek shall dedicate a ten foot (10') fish and nature study easement along the riverbank. Furthermore, the council shall require, in appropriate areas, an easement providing access through the subdivision to the bank as a sportsman's access. These easement requirements are minimum standards, and in appropriate cases where a subdivision abuts a portion of the river adjacent to an existing pedestrian easement, the council may require an extension of that easement along the portion of the riverbank which runs through the proposed subdivision.</li> <li>4. All subdivisions which border on the Big Wood River, Trail Creek and Warm Springs Creek shall dedicate a twenty five foot (25') scenic easement upon which no permanent structure shall be built in order to protect the natural vegetation and wildlife along the riverbank and to protect structures from damage or loss due to riverbank erosion.</li> <li>5. No ditch, pipe or structure for irrigation water or irrigation wastewater shall be constructed, rerouted or changed in the course of planning for or constructing required improvements within a proposed subdivision unless same has first been approved in writing by the ditch company or property owner holding the water rights. A written copy of such approval shall be filed as part of required improvement construction plans.</li> <li>6. Nonvehicular transportation system easements including pedestrian walkways, bike paths, equestrian paths, and similar easements shall be dedicated by the subdivider to provide an adequate nonvehicular transportation system throughout the city.</li> </ol>
		<p><i>Findings</i></p>	<p><i>The 10-foot-wide and 5-foot-wide public utility easements are indicated on sheet 1 of the Final Plat. The map on sheet 1 of the Final Plat shows the location, dimension, and purpose of the 12-foot-wide access easement. Plat Note 6 states, "There shall be a 12' wide driveway/access easement on Sublot 1A to benefit Sublot 1B to allow access to 7th Street." In addition, plat note 5 states, "Sublots 2A and 2B shall have mutual reciprocal utility easements for installation, maintenance, and repair of existing and future, public and private utilities."</i></p>

<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<b>16.04.040.K</b>	<p><b>Sanitary Sewage Disposal Improvements:</b> Central sanitary sewer systems shall be installed in all subdivisions and connected to the Ketchum sewage treatment system as a required improvement by the subdivider. Construction plans and specifications for central sanitary sewer extension shall be prepared by the subdivider and approved by the city engineer, council and Idaho health department prior to final plat approval. In the event that the sanitary sewage system of a subdivision cannot connect to the existing public sewage system, alternative provisions for sewage disposal in accordance with the requirements of the Idaho department of health and the council may be constructed on a temporary basis until such time as connection to the public sewage system is possible. In considering such alternative provisions, the council may require an increase in the minimum lot size and may impose any other reasonable requirements which it deems necessary to protect public health, safety and welfare.</p>
			<i>Findings</i>	<p><i>All project plans for the townhome development were reviewed and approved by city departments through Design Review Application File No. P21-025, Townhouse Subdivision Preliminary Plat Application File No. P21-026, and Building Permit Applications File No. B21-133. All improvements must be inspected and approved by city departments prior to issuance of the final Certificate of Occupancy for the detached townhome on subplot 1A.</i></p>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<b>16.04.040.L</b>	<p><b>Water System Improvements:</b> A central domestic water distribution system shall be installed in all subdivisions by the subdivider as a required improvement. The subdivider shall also be required to locate and install an adequate number of fire hydrants within the proposed subdivision according to specifications and requirements of the city under the supervision of the Ketchum fire department and other regulatory agencies having jurisdiction. Furthermore, the central water system shall have sufficient flow for domestic use and adequate fire flow. All such water systems installed shall be looped extensions, and no dead end systems shall be permitted. All water systems shall be connected to the municipal water system and shall meet the standards of the following agencies: Idaho department of public health, Idaho survey and rating bureau, district sanitarian, Idaho state public utilities commission, Idaho department of reclamation, and all requirements of the city.</p>
			<i>Findings</i>	<p><i>All project plans for the townhome development were reviewed and approved by city departments through Design Review Application File No. P21-025, Townhouse Subdivision Preliminary Plat Application File No. P21-026, and Building Permit Applications File No. B21-133. All improvements must be inspected and approved by city departments prior to issuance of</i></p>



				<i>the final Certificate of Occupancy for the detached townhome on subplot 1A.</i>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.040.M	Planting Strip Improvements: Planting strips shall be required improvements. When a predominantly residential subdivision is proposed for land adjoining incompatible uses or features such as highways, railroads, commercial or light industrial districts or off street parking areas, the subdivider shall provide planting strips to screen the view of such incompatible features. The subdivider shall submit a landscaping plan for such planting strip with the preliminary plat application, and the landscaping shall be a required improvement.
			<i>Findings</i>	<i>This standard does not apply as there are no incompatible uses adjacent to the proposed townhouse subdivision.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.040.N	<p>Cuts, Fills, And Grading Improvements: Proposed subdivisions shall be carefully planned to be compatible with natural topography, soil conditions, geology and hydrology of the site, as well as to minimize cuts, fills, alterations of topography, streams, drainage channels, and disruption of soils and vegetation. The design criteria shall include the following:</p> <ol style="list-style-type: none"> <li>1. A preliminary soil report prepared by a qualified engineer may be required by the commission and/or council as part of the preliminary plat application.</li> <li>2. Preliminary grading plan prepared by a civil engineer shall be submitted as part of all preliminary plat applications. Such plan shall contain the following information: <ol style="list-style-type: none"> <li>a. Proposed contours at a maximum of five foot (5') contour intervals.</li> <li>b. Cut and fill banks in pad elevations.</li> <li>c. Drainage patterns.</li> <li>d. Areas where trees and/or natural vegetation will be preserved.</li> <li>e. Location of all street and utility improvements including driveways to building envelopes.</li> <li>f. Any other information which may reasonably be required by the administrator, commission or council to adequately review the affect of the proposed improvements.</li> </ol> </li> <li>3. Grading shall be designed to blend with natural landforms and to minimize the necessity of padding or terracing of building sites, excavation for foundations, and minimize the necessity of cuts and fills for streets and driveways.</li> <li>4. Areas within a subdivision which are not well suited for development because of existing soil conditions, steepness of slope, geology or hydrology shall be allocated for open space for the benefit of future property owners within the subdivision.</li> </ol>

			<p>5. Where existing soils and vegetation are disrupted by subdivision development, provision shall be made by the subdivider for revegetation of disturbed areas with perennial vegetation sufficient to stabilize the soil upon completion of the construction. Until such times as such revegetation has been installed and established, the subdivider shall maintain and protect all disturbed surfaces from erosion.</p> <p>6. Where cuts, fills, or other excavations are necessary, the following development standards shall apply:</p> <ul style="list-style-type: none"> <li>a. Fill areas shall be prepared by removing all organic material detrimental to proper compaction for soil stability.</li> <li>b. Fills shall be compacted to at least ninety five percent (95%) of maximum density as determined by AASHO T99 (American Association of State Highway Officials) and ASTM D698 (American standard testing methods).</li> <li>c. Cut slopes shall be no steeper than two horizontal to one vertical (2:1). Subsurface drainage shall be provided as necessary for stability.</li> <li>d. Fill slopes shall be no steeper than three horizontal to one vertical (3:1). Neither cut nor fill slopes shall be located on natural slopes of three to one (3:1) or steeper, or where fill slope toes out within twelve feet (12') horizontally of the top and existing or planned cut slope.</li> <li>e. Toes of cut and fill slopes shall be set back from property boundaries a distance of three feet (3'), plus one-fifth (1/5) of the height of the cut or the fill, but may not exceed a horizontal distance of ten feet (10'); tops and toes of cut and fill slopes shall be set back from structures at a distance of at least six feet (6'), plus one-fifth (1/5) of the height of the cut or the fill. Additional setback distances shall be provided as necessary to accommodate drainage features and drainage structures.</li> </ul>
			<p><i>Findings</i></p> <p>All project plans for the townhome development were reviewed and approved by city departments through Design Review Application File No. P21-025, Townhouse Subdivision Preliminary Plat Application File No. P21-026, and Building Permit Applications File No. B21-133. All improvements must be inspected and approved by city departments prior to issuance of the final Certificate of Occupancy for the detached townhome on subplot 1A.</p>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<p><b>16.04.040.O</b></p> <p><b>Drainage Improvements:</b> The subdivider shall submit with the preliminary plat application such maps, profiles, and other data prepared by an engineer to indicate the proper drainage of the surface water to natural drainage courses or storm drains, existing or proposed. The location and width of the natural drainage courses shall be shown as an easement</p>

				<p>common to all owners within the subdivision and the city on the preliminary and final plat. All natural drainage courses shall be left undisturbed or be improved in a manner that will increase the operating efficiency of the channel without overloading its capacity. An adequate storm and surface drainage system shall be a required improvement in all subdivisions and shall be installed by the subdivider. Culverts shall be required where all water or drainage courses intersect with streets, driveways or improved public easements and shall extend across and under the entire improved width including shoulders.</p>
			<i>Findings</i>	<p><i>All project plans for the townhome development were reviewed and approved by city departments through Design Review Application File No. P21-025, Townhouse Subdivision Preliminary Plat Application File No. P21-026, and Building Permit Applications File No. B21-133. All improvements must be inspected and approved by city departments prior to issuance of the final Certificate of Occupancy for the detached townhome on subplot 1A.</i></p>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.040.P	<p><b>Utilities:</b> In addition to the terms mentioned in this section, all utilities including, but not limited to, electricity, natural gas, telephone and cable services shall be installed underground as a required improvement by the subdivider. Adequate provision for expansion of such services within the subdivision or to adjacent lands including installation of conduit pipe across and underneath streets shall be installed by the subdivider prior to construction of street improvements.</p>
			<i>Findings</i>	<p><i>All project plans for the townhome development were reviewed and approved by city departments through Design Review Application File No. P21-025, Townhouse Subdivision Preliminary Plat Application File No. P21-026, and Building Permit Applications File No. B21-133. All improvements must be inspected and approved by city departments prior to issuance of the final Certificate of Occupancy for the detached townhome on subplot 1A.</i></p>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.040.Q	<p><b>Off Site Improvements:</b> Where the offsite impact of a proposed subdivision is found by the commission or council to create substantial additional traffic, improvements to alleviate that impact may be required of the subdivider prior to final plat approval, including, but not limited to, bridges, intersections, roads, traffic control devices, water mains and facilities, and sewer mains and facilities.</p>
			<i>Findings</i>	<p><i>The proposed townhouse development does not create substantial additional traffic; therefore, no off-site improvements are required.</i></p>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.040.R	<p><b>Avalanche And Mountain Overlay:</b> All improvements and plats (land, planned unit development, townhouse, condominium) created pursuant to this chapter shall comply with City of Ketchum Avalanche Zone District</p>

				and Mountain Overlay Zoning District requirements as set forth in Title 17 of this Code.
			<i>Findings</i>	<i>N/A as this property is not located within the Avalanche Zone or Mountain Overlay.</i>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.040.S	Existing natural features which enhance the attractiveness of the subdivision and community, such as mature trees, watercourses, rock outcroppings, established shrub masses and historic areas, shall be preserved through design of the subdivision.
			<i>Findings</i>	<i>N/A. No existing natural features that would have enhanced the attractiveness of townhome subdivision were present on the parent lot. The project's new landscaping will beautify the townhome development.</i>

### CONCLUSIONS OF LAW

1. The City of Ketchum is a municipal corporation established in accordance with Article XII of the Constitution of the State of Idaho and Title 50 Idaho Code and is required and has exercised its authority pursuant to the Local Land Use Planning Act codified at Chapter 65 of Title 67 Idaho Code and pursuant to Chapters 3, 9 and 13 of Title 50 Idaho Code to enact the ordinances and regulations, which ordinances are codified in the Ketchum Municipal Code ("KMC") and are identified in the Findings of Fact and which are herein restated as Conclusions of Law by this reference and which City Ordinances govern the applicant's Townhouse Subdivision Final Plat application for the development and use of the project site.
2. The City Council has the authority to review and approve the applicant's Townhouse Subdivision Final Plat Application pursuant to Chapter 16.04 of Ketchum Code Title 16.
3. The Townhouse Subdivision Final Plat application is governed under Chapter 16.04 of Ketchum Municipal Code.
4. The Crossbuck McNee Townhomes Final Plat application meets all applicable standards specified in Title 16 of Ketchum Municipal Code.

### DECISION

**THEREFORE**, the Ketchum City Council **approves** this Townhouse Subdivision Final Plat Application File No. P23-091 this Monday, December 4, 2023 subject to the following conditions of approval.

### CONDITIONS OF APPROVAL

1. The applicant shall provide a copy of the recorded Final Plat to the Planning and Building Department for the official file on the application.

2. The final plat mylar shall contain all items required under Title 50, Chapter 13, Idaho Code as well as all items required pursuant to Ketchum Municipal Code §16.04.030.J, including certificates and signatures.
3. The final plat shall be filed with the Blaine County Recorder within one (1) year after final plat approval by the City Council. Failure to file such final plat within that time shall cause all approvals of such final plat to be null and void.
4. The Crossbuck McNee Final Plat is subject to all conditions of approval associated with Design Review Application File No. P21-025, Townhouse Subdivision Preliminary Plat Application File No. P21-026, and Phased Townhouse Subdivision Agreement 22854.

Findings of Fact **adopted** this 4<sup>th</sup> day of December 2023.

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Neil Bradshaw, Mayor  
City of Ketchum