

City of Ketchum

1. Work/Live Restrictive Covenant Template

CITY COUNCIL MEETING AGENDA MEMO

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Meeting Date:	August 7, 2023	Staff Member/Dept:	Paige Nied, Associate Planner				
]	Planning and Building Department				
Agenda Item:	Agenda Item: Recommendation to review and approve the work/live restrictive covenant template.						
Dagger	N.A						
Recommended			and someth Discours and Duilding shaff to				
		•	and permit Planning and Building staff to				
process ruture o	covenants administrative	ely as applicable.					
Reasons for Rec	ommendation:						
• Pursuan	t to Ketchum Municipal	Code, work/live project	s in the Light Industrial Districts are subject				
to condi	tional use permits appro	ved by the Planning and	d Zoning Commission. Additionally, if				
approve	d by the Commission, Ke	etchum Municipal Code	17.124.090, requires City Council approval of				
a restrictive covenant to enforce municipal code requirements.							
 Ketchum 	n Municipal Code 17.08.0	020 defines restrictive c	ovenants as: A restrictive covenant runs with				
the land	and, thereby, binds pres	sent and future owners	of the property. Restrictive covenants are				
used to i	mplement the condition	ns of a land use approva	I or ensure implementation of project				
mitigatio	ons and components.						
Based or	n the requirements in Ke	tchum Municipal Code	17.124.090, the City Attorney drafted the				
restrictiv	e covenant template inc	cluded as Attachment 1					
• •	•	•	future restrictive covenant requirements				
administratively, which reduces staff workload and processing time delays due to hearing schedules.							
Policy Analysis and Background (non-consent items only):							
Sustainability Impact:							
None OR state impact here: None							
Financial Impac							
None OR Adequate funds exist in account. There is no financial requirement from the city for this action.							
Attachments:							

WHEN RECORDED, PLEASE RETURN TO:

OFFICE OF THE CITY CLERK CITY OF KETCHUM POST OFFICE BOX 2315 KETCHUM, IDAHO 83340

Restrictive Covenant Work/Live Unit

	VENANT is made and entered into bety	•
WHEREAS, Owner holds	title to the following described real pro	operty:
which is zoned	and is hereinafter referre	ed to as "the property," and
WHEREAS, the City has put the use of the property as a	previously granted Conditional Use Per a work/live unit,	mit #, which allows for
THEREFORE, the parties wit:	do hereby adopt the following restricti	ve covenants to the property, to-
non-residential bui	operty is a work/live unit that incorporally ilding. This property shall be held jointless cannot be sold or platted as separate	ly in common ownership and the

- With regard to the living space of the unit, the space shall: a. Be smaller than the work portion and shall not exceed 1,000 gross square feet;

 - b. Have a non-prominent means of access;
 - c. Have suitable residential parking that does not interfere with snow removal or the operation of proximate light industrial uses;
 - d. Be used solely by Owner or employee of the work portion of the unit; and
 - e. Not be leased, licensed, or otherwise conveyed by Owner for temporary use as a residence unless to an employee of the work portion of the unit.

With regard to the work portion of the unit, the property shall:

- f. Be suitable for on-site employees, foot traffic/customers, and meet all applicable building and fire codes;

2. Other Restrictions.

g. Be signed and posted with regular hours of operation;
h. Be served by a prominent means of access; and
i. Be associated with a business license for a use allowed in the district.

3.	Remedies. Each party shall have all remedies in law to enforce the provisions of this agreement, including, but not limited to, specific performance or injunctive relief.					
4.	Attorney Fees. In the event an action is brought to enforce any of the terms of this agreement, the successful party to such action shall be entitled to recover from the losing party a reasonable attorney fee, together with such other costs as may be authorized by law.					
5.	Severability. The invalidation of any one of these covenants by judgment or court order shall in no way affect any of the other provisions, which shall remain in full force and effect.					
6.	Binding Effect. The provisions of this agreement shall inure to and bind the heirs, personal representatives, assigns, and successors in interest of the parties hereto.					
IN WI	TNESS WHEREOF, the parties have ex	xecuted this agreement.				
CITY	OF KETCHUM, IDAHO	OWNER				
Neil B	radshaw, Mayor	[enter name]				

Dated:	Dated:
Attest:	
Trent Donat, City Clerk	
STATE OF)	
County of) :ss	
On this, day of	f, in the year 20, before me, Notary Public, personally appeared known or identified to me to be the person(s) whose
names are subscribed to the within instrusame.	ument, and acknowledged to me that they executed the
	Notary Public for Idaho
(SEAL)	Commission expires:

STATE OF)		
County of	:ss)		
names are subsc	within instrum	Notary Public, known or identified to	e year 20, before me, personally appeared me to be the person(s) whose to me that he or she executed ed to do so.
(SEAL)		Notary Public for Idah Commission expires:	o