



City of Ketchum

**CITY COUNCIL MEETING AGENDA MEMO**

Meeting Date: August 7, 2023      Staff Member/Dept: Paige Nied, Associate Planner  
Planning and Building Department

Agenda Item: Recommendation to review and approve Right-of-Way Encroachment Agreement #22872 and Alley Maintenance Agreement #22874

**Recommended Motion:**

I move to authorize the Mayor to sign Right-of-Way Encroachment Agreement #22872 and Alley Maintenance Agreement #22874 between the City of Ketchum and MMDM12 LLC.

**Reasons for Recommendation:**

- The 7<sup>th</sup> Street Townhomes Design Review application (File No. P22-031) was approved by the Planning and Zoning Commission on April 11, 2023. The Townhouse Preliminary Plat application (File No. P22-031A) and the Phased Development Agreement #22844 were approved by the City Council on April 15, 2023.
- The improvements will not impact the use or operation of the alley off 7<sup>th</sup> Street.
- The improvements will not impact drainage or snow removal within the public right-of-way.
- Snowmelt is not proposed for either driveway.
- The project complies with all standards for Right-of-Way Encroachment Permit issuance specified in Ketchum Municipal Code §12.12.060.
- The access to the 7<sup>th</sup> Street Townhomes is from the alley due to the orientation of the development. As part of the Townhouse Subdivision for the 7<sup>th</sup> Street Townhomes, the applicant is required to improve the alley to provide adequate access to the residential units by the owners and emergency services. Because the City does not maintain alleys in residential districts, the project is required to enter into an Alley Maintenance Agreement.

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

**Sustainability Impact:**

None OR state impact here: None

**Financial Impact:**

None OR Adequate funds exist in account.      There is no financial requirement from the city for this action.

**Attachments:**

1. ROW Encroachment Agreement #22872 with exhibits



**RECORDING REQUESTED BY AND WHEN  
RECORDED RETURN TO:**

City Clerk, City of Ketchum  
PO Box 2315  
Ketchum Idaho, 83340

(Space Above Line For Recorder's Use)

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**RIGHT-OF-WAY ENCROACHMENT AGREEMENT 22872**

THIS AGREEMENT, made and entered into this \_\_\_\_ day of \_\_\_\_, 2023, by and between the CITY OF KETCHUM, IDAHO, a municipal corporation ("Ketchum"), whose address is Post Office Box 2315, Ketchum, Idaho 83340 and MMDM12 LLC, ("Owner"), whose mailing address is Post Office Box 2028, Sun Valley, Idaho 83353 and who owns real property located at Lot 3, Block 68, Ketchum Townsite ("subject property").

*RECITALS*

WHEREAS, Owner wishes to permit the placement of two paver driveways adjacent to the subject property from the property line to the edge of asphalt on the alley. These improvements are shown in Exhibit "A" attached hereto and incorporated herein (collectively referred to as the "Improvements") and;

WHEREAS, Ketchum finds that said Improvements will not impede the use of said public right-of-way at this time subject to the terms and provisions of this Agreement;

WHEREAS, following construction of the Improvements, the Owner will restore the right-of-way, as shown in Exhibit "A", acceptable to the Streets and Facilities Director;

NOW, THEREFORE, in contemplation of the above stated facts and objectives, it is hereby agreed as follows:

*TERMS AND CONDITIONS*

1. Ketchum shall permit Owner to install the Improvements identified in Exhibit "A" within the alley right-of-way off 7<sup>th</sup> Street adjacent to Lot 3, Block 68, Ketchum Townsite until notified by Ketchum to remove the infrastructure at which time Owner shall remove infrastructure at Owner's expense.

2. Owner shall be responsible for the maintenance of said Improvements and shall repair said improvements within 48 hours upon notice from Ketchum that repairs are needed. Any modification to the improvements identified in Exhibit "A" shall be approved by the City prior to any modifications taking place.

3. Owner shall be responsible for restoring the alley and landscaping that is altered due to the construction and installation of the Improvements, to the satisfaction of the Director of Streets and Facilities.

4. In consideration of Ketchum allowing Owner to maintain the Improvements in the public right-of-way, Owner agrees to indemnify and hold harmless Ketchum from and against any and all claims of liability for any injury or damage to any person or property arising from the Improvements constructed, installed and maintained in the public right-of-way. Owner shall further indemnify and hold Ketchum harmless from and against any and all claims arising from any breach or default in the performance of any obligation on Owner's part to be performed under this Agreement, or arising from any negligence of Owner or Owner's agents, contractors or employees and from and against all costs, attorney's fees, expenses and liabilities incurred in the defense of any such action or proceeding brought thereon. In the event any action or proceeding is brought against Ketchum by reason of such claim, Owner, upon notice from Ketchum, shall defend Ketchum at Owner's expense by counsel satisfactory to Ketchum. Owner, as a material part of the consideration to Ketchum, hereby assumes all risk of damages to property or injury to persons in, upon or about the Improvements constructed, installed and maintained in the public right-of-way arising from the construction, installation and maintenance of said Improvements and Owner hereby waives all claims in respect thereof against Ketchum.

5. Ketchum shall not be liable for injury to Owner's business or loss of income therefrom or for damage which may be sustained by the person, goods, wares, merchandise or property of Owner, its tenants, employees, invitees, customers, agents or contractors or any other person in or about the Subject Property caused by or resulting from the Improvements constructed, installed, removed or maintained in the public right-of-way.

6. Owner understands and agrees that by maintaining the Improvements in the public right-of-way pursuant to this Agreement, Owner obtains no claim or interest in said public right-of-way which is adverse to that of Ketchum and that Owner obtains no exclusive right to said public right-of-way nor any other right to use the public right-of-way not specifically described herein.

7. In the event either party hereto retains an attorney to enforce any of the rights, duties and obligations arising out of this Agreement, the prevailing party shall be entitled to recover from the non-prevailing party reasonable attorney's fees at the trial and appellate levels and, whether or not litigation is actually instituted.

8. This Agreement shall be governed by, construed, and enforced in accordance with the laws and decisions of the State of Idaho. Venue shall be in the District Court of the fifth Judicial District of the State of Idaho.

9. This Agreement sets forth the entire understanding of the parties hereto and shall not be changed or terminated orally. It is understood and agreed by the parties hereto that there are no verbal promises or implied promises, agreements, stipulations or other representations of any kind or character pertaining to the Improvements maintained in the public right-of-way other than as set forth in this Agreement.

10. No presumption shall exist in favor of or against any party to this Agreement as the result of the drafting and preparation of this document.

11. This Agreement shall be recorded with the Blaine County Recorder by Ketchum.

12. The parties fully understand all of the provisions of this Agreement, and believe them to be fair, just, adequate, and reasonable, and accordingly accept the provisions of this Agreement freely and voluntarily.

OWNER:

CITY OF KETCHUM:

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

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

Jeff McNee, Managing Member for  
MMDM12 LLC

Neil Bradshaw, Mayor

STATE OF \_\_\_\_\_, )  
  ) ss.  
County of \_\_\_\_\_ . )

On this \_\_\_\_ day of \_\_\_\_\_, 2023, before me, the undersigned Notary Public in and for said State, personally appeared Jeff McNee, known or identified to me to be the person who executed the foregoing instrument and acknowledged to me that he executed the same.

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

\_\_\_\_\_  
Notary Public for \_\_\_\_\_  
Residing at \_\_\_\_\_  
Commission expires \_\_\_\_\_

STATE OF IDAHO     )  
                                  ) ss.  
County of Blaine     )

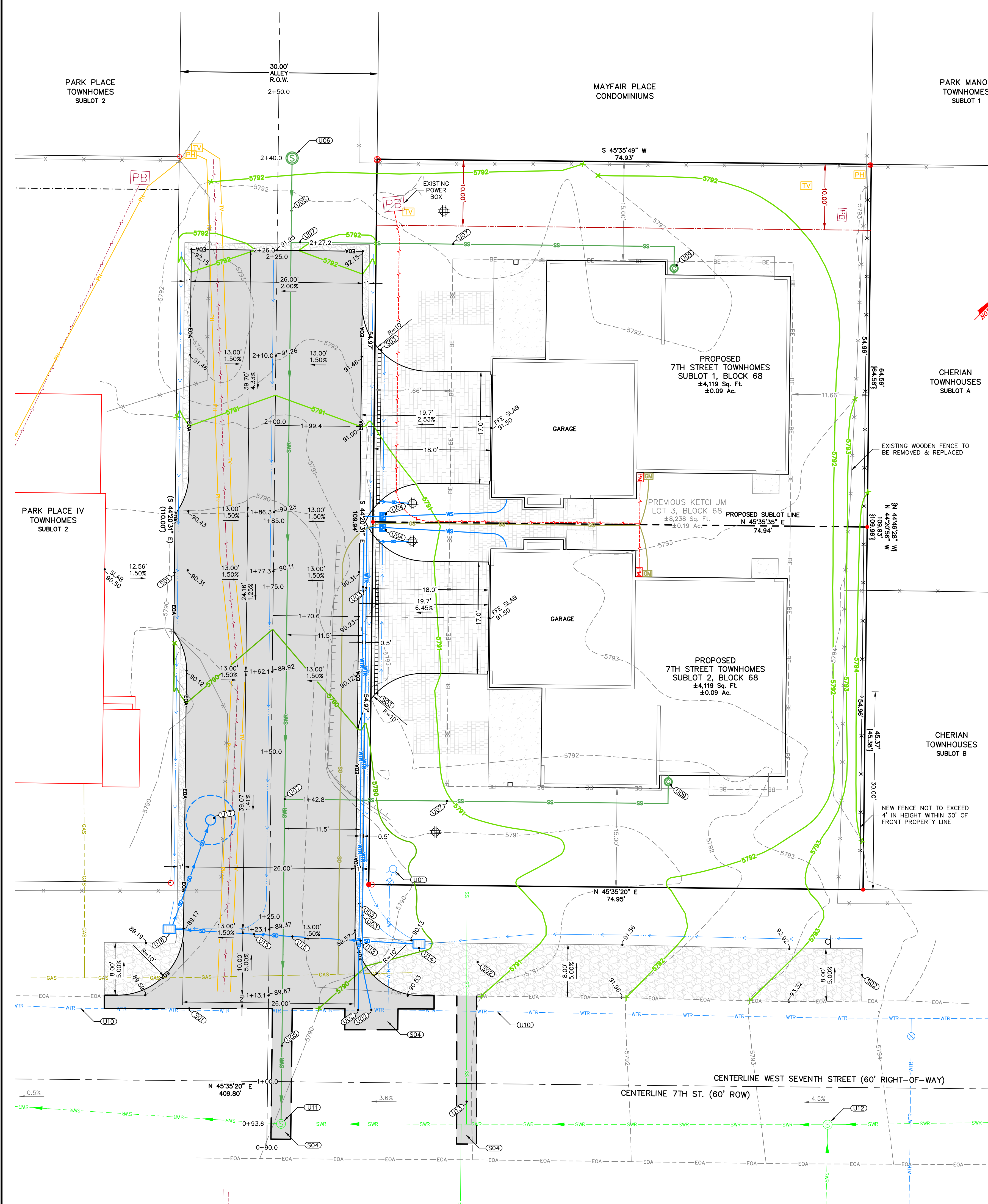
On this \_\_\_\_ day of \_\_\_\_\_, 2023, before me, the undersigned Notary Public in and for said State, personally appeared NEIL BRADSHAW, known or identified to me to be the Mayor of the CITY OF KETCHUM, IDAHO, and the person who executed the foregoing instrument on behalf of said municipal corporation and acknowledged to me that said municipal corporation executed the same.

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

\_\_\_\_\_  
Notary Public for \_\_\_\_\_  
Residing at \_\_\_\_\_  
Commission expires \_\_\_\_\_

**EXHIBIT "A"**





**SITE IMPROVEMENTS**

- U01 Saw Cut existing asphalt to a minimum of 24 inches for a clean vertical edge.
- U02 Install 8' Gravel Shoulder sloped at 5% minimum per Ketchum Standard.
- U03 Install Trench Drain, See Note 16.
- U04 Cut and repair existing asphalt roadway.

**UTILITY IMPROVEMENTS**

- U01 Existing Ketchum Fire Hydrant (R216)
- U02 Install two 1.5" Water Service Connections. Maintain 24" min. separation between Connection Tops. See Detail 12 on Sheet C.5.
- U03 Install two 1.5" Water Service Lines. Maintain 6" separation between Service Lines. Service for Sublot 1 to run next to alley. Service for Sublot 2 to run next to property line. Service Lines are not to cross. See Detail 12 on Sheet C.5.
- U04 Reduce 1.5" Water Service Lines into 1" Water Service Connections with two Curb Stops & Meter Vaults. See Detail 13 on Sheet C.5.
- U05 Install 8" Sanitary Sewer Main. See Plan and Profile on Sheet C.3.
- U06 Install Sanitary Sewer Manhole, SMH-1. See Plan and Profile on Sheet C.3.  
RIM ELEV. = 5792.00'  
SE IE OUT = 5784.92'
- U07 Install 4" Sanitary Sewer Service. See Detail 10 on Sheet C.5.
- U08 Install 4" Sanitary Sewer Service Cleanout. See Detail 9 on Sheet C.5.
- U09 Existing 8" Water Main.
- U10 Existing Sanitary Sewer Manhole. See Plan and Profile on Sheet C.3.  
RIM ELEV. = 5790.11'  
NE IE IN = 5783.41'  
NW IE IN = 5783.50'  
SW IE OUT = 5783.40'
- U11 Existing Sanitary Sewer Manhole. See Plan and Profile on Sheet C.3.  
RIM ELEV. = 5793.53'  
NE IE IN = 5785.6'  
SW IE OUT = 5785.4'
- U12 Existing Sanitary Sewer Manhole. See Plan and Profile on Sheet C.3.  
RIM ELEV. = 5793.53'  
NE IE IN = 5785.6'  
SW IE OUT = 5785.4'
- U13 Cut and cap existing Sewer Service at Sewer Main.
- U14 Install Catch Basin, See Detail 5 on Sheet C.5.  
RIM ELEV. = 5790.15'
- U15 Install 12" Dia. D3034 PVC Storm Drain Pipe, @ S=2.0% Min.
- U16 Install Catch Basin, See Detail 6 on Sheet C.5.  
RIM ELEV. = 5789.00'
- U17 Install Drywell, Maintain 25' separation from Water Main, See Details 7 & 8 on Sheet C.5.  
RIM ELEV. = 5789.74'
- U18 Maintain NPWL separation requirements, See Detail 15 on Sheet C.5.

**GENERAL CONSTRUCTION NOTES**

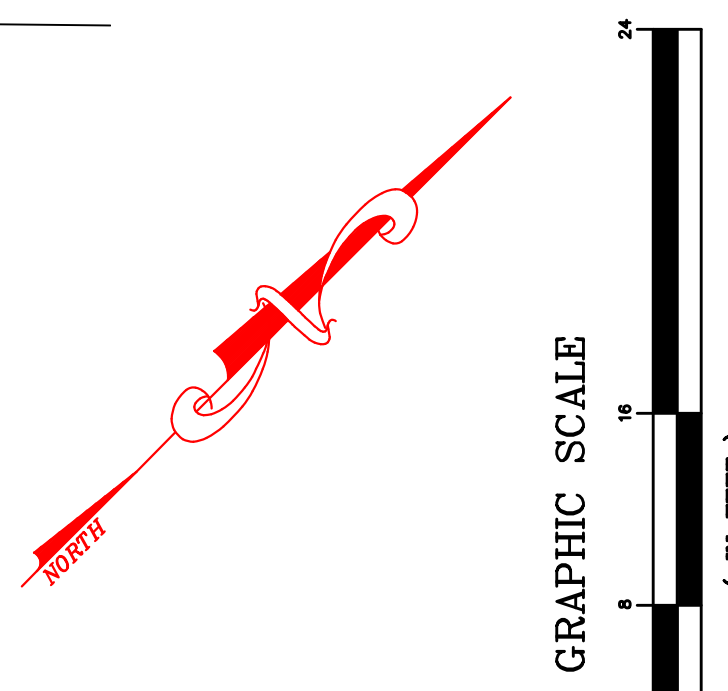
- 1) Utility locations shown are based on visual surface evidence and are approximate. Contractor shall be responsible for locating existing utilities prior to commencing and during construction.
- 2) The design of the Alleyway, Utilities, Grading, and Drainage improvements have only been performed within the public right-of-way. See the Site Plan & Grading Plan from Eggers Associates P.A. for the remainder of the design.
- 3) All construction shall be in accordance with the most current edition of the Idaho Standards for Public Works Construction, ISPWC, and the City of Ketchum, Idaho, Codes and Standards. The contractor shall be responsible for obtaining and keeping a copy of the ISPWC and the City of Ketchum Codes and Standards on site during construction.
- 4) Per Idaho Code, 55-1613, the contractor shall retain and protect all monuments, accessories to corners, benchmarks, and points set in control surveys. All monuments, accessories to corners, benchmarks, and points set in control surveys that are lost or disturbed by construction shall be reestablished and re-monumented, at the expense of the agency or person causing their loss or disturbance under the direction of a Professional Land Surveyor.
- 5) The contractor shall clean up the site after construction so that it is in a condition equal to or better than that which existed prior to construction.
- 6) The contractor shall be required to obtain all the necessary permits prior to construction and shall check with the City of Ketchum for permits the owner may already obtained.
- 7) Trenches shall be backfilled and compacted to a minimum of 95% of maximum density as determined by AASHTO T-99.
- 8) All clearing and grubbing shall conform to ISPWC Section 201 and city of Ketchum Standards of excavation and backfill.
- 9) All excavation and embankment shall conform to ISPWC Section 202 and City of Ketchum Standards for excavation and backfill. Excavated subgrade shall be compacted and all unsuitable sections removed and replaced with structural fill as determined by the Engineer per ISPWC Section 204. Minimum compaction of placed material shall be 95% of maximum laboratory density as determined by AASHTO T-99 or IDT T-91.
- 10) All 2" minus aggregate shall be placed in conformance with ISPWC Section 802. It shall be compacted per ISPWC Section 202 and the City of Ketchum Standards. 2" minus crushed aggregate material shall conform to ISPWC Table 802 Type II and to the City of Ketchum Specifications. Minimum compaction of placed material shall be 95% of maximum laboratory density as determined by AASHTO T-99 or IDT T-91.
- 11) All 3/4" minus aggregate shall be placed in conformance with ISPWC Section 802. It shall be compacted per ISPWC Section 202 and the City of Ketchum Standards. 3/4" minus crushed aggregate for leveling course shall conform to ISPWC Table 802 Type I and to the City of Ketchum Specifications. Minimum compaction of placed material shall be 95% of maximum laboratory density as determined by AASHTO T-99 or IDT T-91.
- 12) All asphaltic concrete pavement work shall conform to ISPWC Section(s) 805, 810, and 811 for Class II pavement and to the City of Ketchum Standards. Asphalt aggregate shall be 1/2" nominal size conforming to Table 803b in ISPWC Section 803. Asphalt binder shall be PG 58-28 conforming to Table A-1 in ISPWC Section 805.
- 13) All concrete form work shall conform to ISPWC Sections 701 and 703. All concrete shall be 3,000 psi minimum. 28 day, as defined in ISPWC Section 703, Table 1.C.
- 14) All edges of existing asphalt paving shall be saw cut a minimum of 24" to provide a clean pavement edge for matching. No wheel cutting shall be allowed. Pavement shall be cut prior to paving to prevent damage to the cut edge.
- 15) The contractor shall be responsible for providing traffic control per the current edition of the US Department of Transportation Manual of Uniform Traffic Control Devices (MUTCD).
- 16) Trench Drain shall be a 6" wide HDPE channel with a 0.75 built in channel slope (ZURN Flo-Thru Model Z886, ABT Interceptor Model A-67, or approved equivalent). Grate shall be ductile iron with a slotted pattern. All components shall be rated for H-20 loading.
- 17) Alpine Enterprises Inc. is not responsible for any deviation from these plans, unless such changes have been authorized in writing.

**LEGEND**

	Subject Property Boundary
	Adjoiners Lot Line
	Centerline Right-of-Way
	Existing Edge of Asphalt
	Proposed 20' Wide Asphalt Alley
	Proposed Asphalt 2' Saw Cut Line
	Proposed 8' Wide Gravel Shoulder
	Building Setbacks
	Existing 10' Idaho Power Easement
	Existing Driveway
	Existing Building/Structure
	Proposed Building/Structure
	Proposed Concrete
	Proposed Paver Driveway
	Proposed Paver Walkway
	Existing Wooden Fence
	Proposed Wooden Fence
	Existing Retaining Wall (To Be Removed)
	Existing Underground Power Line
	Proposed Underground Power Line
	Existing Underground Phone Line
	Existing Underground CA/TV Line
	Proposed Underground Communications Line
	Existing Water Main
	Existing Water Service
	Proposed 1.5" Water Service
	Proposed 1" Water Service
	Proposed 12" Storm Drain Pipe
	Proposed Drainage Flowline
	Existing Gas Line
	Proposed Gas Service Line
	Existing Sewer Main
	Existing Sewer Service
	Proposed 8" Sewer Main
	Proposed 4" Sewer Service
	Existing 1" Minor Contour
	Existing 5" Major Contour
	Proposed 1" Minor Contour
	Proposed 5" Major Contour
	Found 1/2" Rebar as Shown
	Set 1/2" Rebar PLS 7048
	Found 5/8" Rebar as Shown
	Set 5/8" Rebar PLS 7048
	Found Aluminum Cap
	Found Survey Marker with Washer
	Existing Phone Box
	Existing Cable Box
	Existing Power Meter
	Proposed Power Meter
	Existing Gas Meter
	Existing Water Valve
	Existing Fire Hydrant
	Proposed Water Valve
	Proposed 1" Water Meter
	Existing Sanitary Sewer Manhole
	Proposed Sanitary Sewer Manhole
	Proposed Sewer Cleanout
	Proposed Drywell
	Proposed Catch Basin
	Proposed Landscape Drywell
	Proposed Driveway Trench Drain
	Existing Street Sign
	Proposed Spot Elevation (90.00=5790.00)
	Existing Grade
	Proposed Grade
	RIM
	IE IN
	IE OUT
	MATCH
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**NOTES**

- 1) Basis of Bearings is Idaho State Plane Coordinate System, NAD83, Central Zone, at Grid in US Survey Feet. Vertical Datum is NAVD1988.
- 2) Boundary information is from the Official Map of the Village of Ketchum, Inst. No. 302967; the Replat of Block 68, Town of Ketchum, Inst. No. 185154; the Plat of Cheriann Townhomes, Inst. No. 336507; the Plat of Park Place IV Townhomes, Inst. No. 607262; the Plat of Mayfair Place Condominiums, Inst. No. 259254; the Plat of Parkway Manor Townhomes, Inst. No. 428973; the Plat of Parkway Manor Townhomes, Instrument Number 428973; the Plat of Park Place Condominiums, Instrument Number 202777; the Plat of Park Place II Townhouse Condominiums, Instrument Number 223035; the Plat of Park Place III Townhouse Condominiums, Instrument Number 212507; the Plat of Park Place IV Townhouse Condominiums, Instrument Number 224304; Records of Blaine County, Idaho.
- 3) Utility Locations shown are based on Digline, visual surface evidence, City Maps, and previous projects in the vicinity. Utility locations should be verified before any excavation.
- 4) Current Zoning appears to be General Residential Low Density, GR-L.
- 5) Not all trees and vegetation are shown, some locations are approximate.
- 6) Name & Address of Owner/Subdivider  
MMDM12 LLC.  
P.O. Box 2028  
Sun Valley, ID 83353
- 7) Sublots shall have Mutual Reciprocal Utility Easements, for Use, Maintenance, and Repair.



PROJECT PATH AND PRINT DATE: U:\LandProjects\2004\1274M\_KBik68\_L13.dwg 4/21/2023 1:27:32 PM MST  
 A SITE, GRADING & DRAINAGE, UTILITY, & ROW ENCROACHMENT PLAN SHOWING  
 7TH STREET TOWNHOMES ON LOT 3, BLK 68, KETCHUM TOWNSITE  
 WITHIN S13, T.4N., R.17E., B.M., CITY OF KETCHUM, BLAINE COUNTY, IDAHO  
 PREPARED FOR MMDM12 LLC.

NO	DATE	BY
1	24AUG22	AHN
2	08NOV22	AHN
3	10FEB23	AHN
4	21APR23	AHN

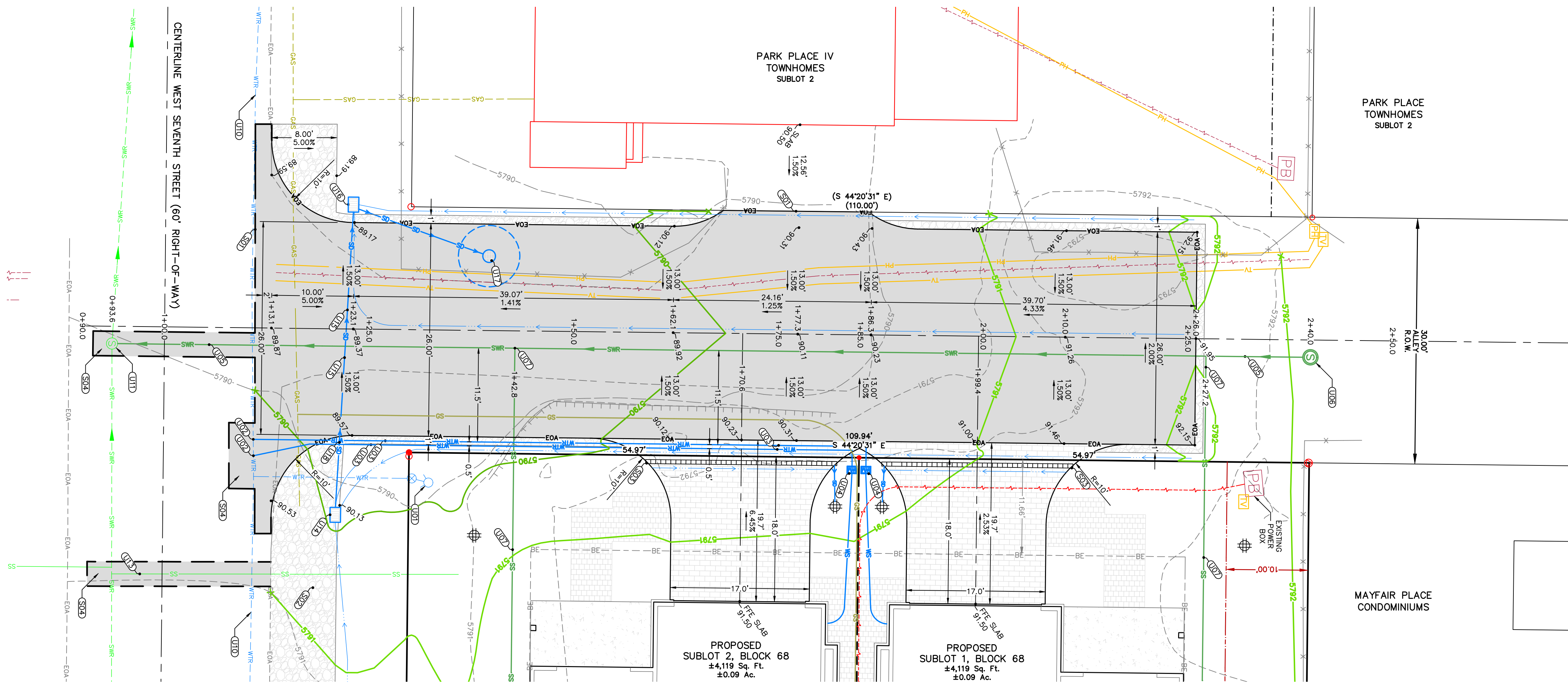
REVISIONS  
 BUILDING PERMIT SUBMITTAL  
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ALPINE ENTERPRISES INC.  
 Surveying, Mapping, Civil Engineering,  
 and Natural Hazards Consulting  
 660 Bell Dr., Unit 1  
 P.O. Box 2037, Ketchum, ID 83340 USA  
 (208) 721-1986  
 email: tsmith@alpineenterprises.com

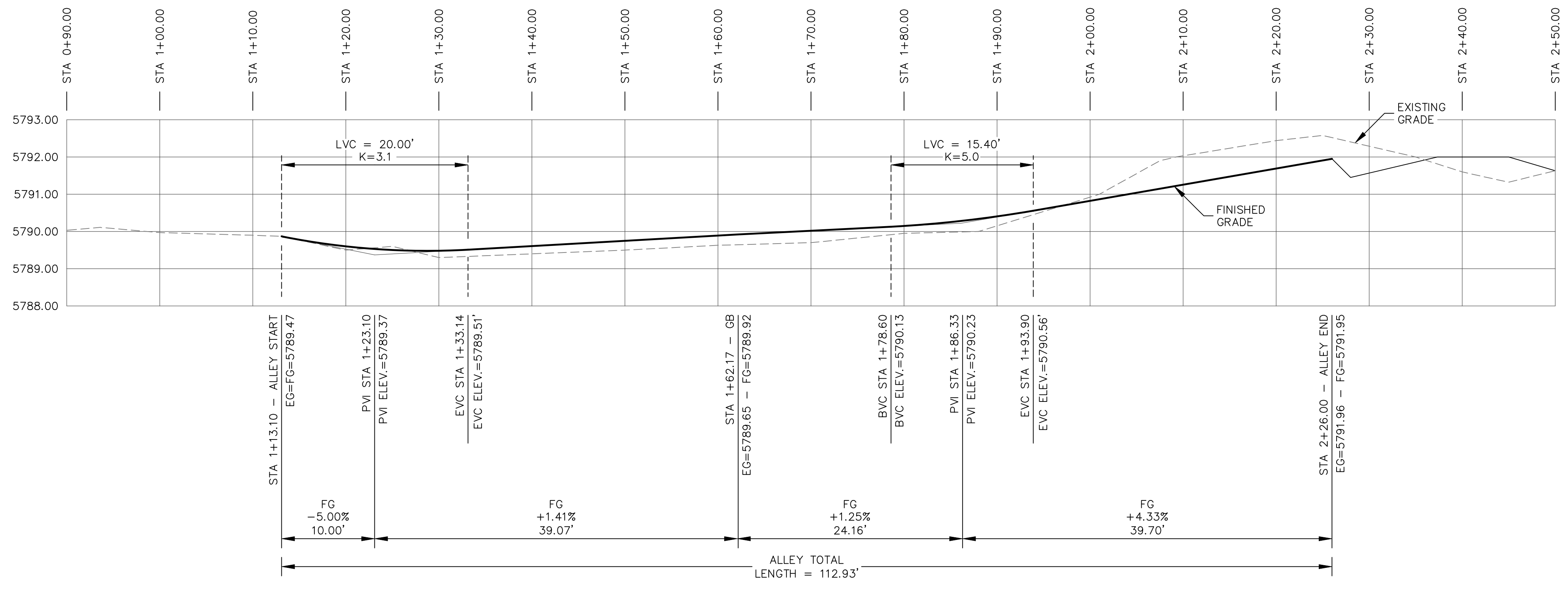
PROFESSIONAL ENGINEER  
 19075  
 21APR23  
 STATE OF IDAHO  
 ALEX NEVILL

C.1



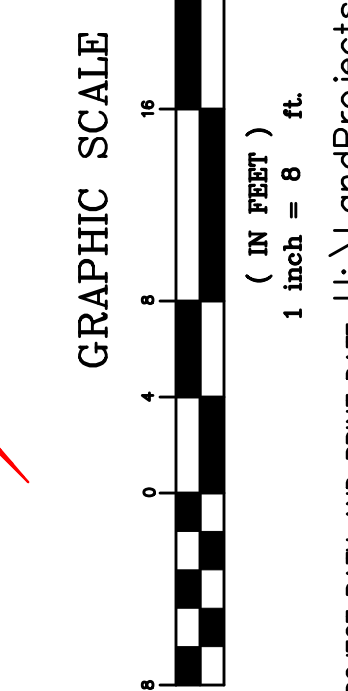


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  - Proposed Spot Elevation (90.00=5790.00')
  - Existing Grade
  - Proposed Grade
  - Rim Elevation
  - IE IN Invert Elevation In
  - IE OUT Invert Elevation Out
  - MATCH
  - Slope %
  - EG Existing Grade Elevation
  - FG Finish Grade Elevation
  - PVI Point of Vertical Intersection
  - LVC Length Vertical Curve
  - BVC Begin Vertical Curve
  - EVC End Vertical Curve
  - GB Grade Break
  - ( ) Record Bearing & Distance Inst. No. 607262
  - [ ] Record Bearing & Distance Inst. No. 488133
  - { } Record Bearing & Distance Inst. No. 336507

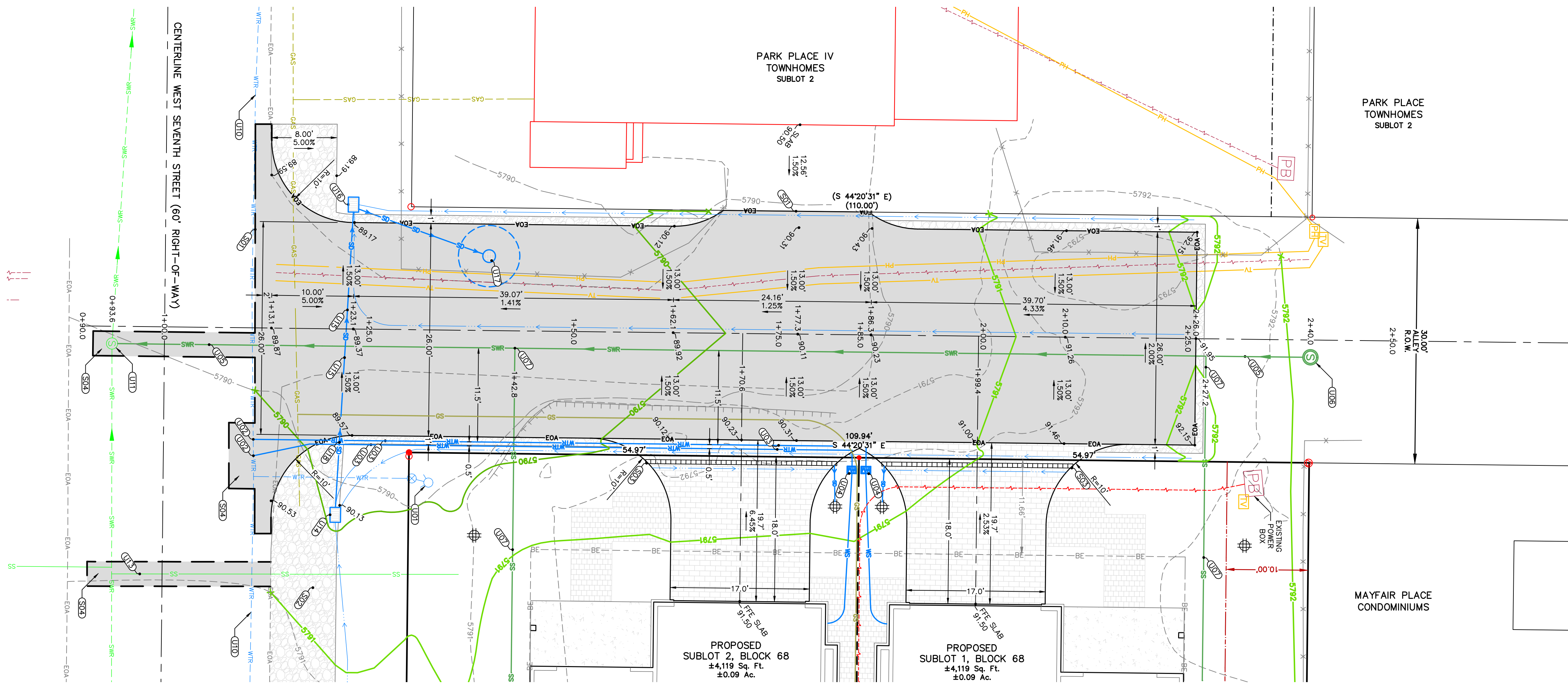


**REVISIONS**

NO	DATE	BY
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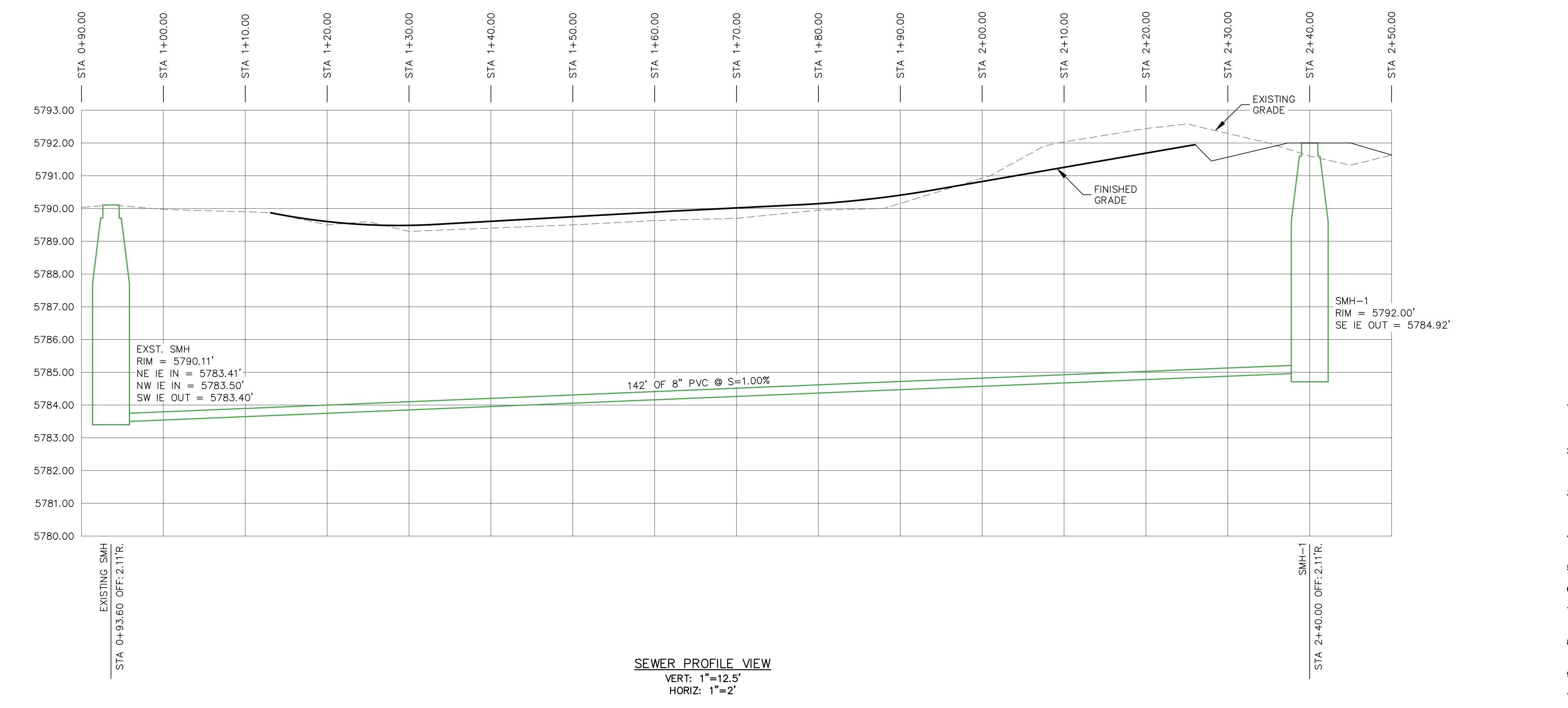






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- MATCH Match Elevation
- S Slope %
- ( ) Record Bearing & Distance Inst. No. 607262
- [ ] Record Bearing & Distance Inst. No. 488133
- { } Record Bearing & Distance Inst. No. 336507



**GRAPHIC SCALE**  
 ( IN FEET )  
 1 inch = 8 ft.

**SEWER CONSTRUCTION NOTES**

- All construction shall be in conformance with the Idaho Standards for Public Works Construction (ISPCW) and the City of Ketchum Standards. The contractor shall be responsible for obtaining and keeping a copy of the above Standards and Specifications and a set of plans stamped with the DEQ approval stamp and a copy of the DEQ approval letter on site at all times during construction.
- All mains and services shall comply with IDAPA 58.01.08.542.07.a and IDAPA 58.01.08.542.07.b which address the requirements for separation distances between potable water lines (including mains and service lines) with non-potable lines. In addition, water services shall be constructed with at least 25 feet horizontal separation from infiltration trenches and dry wells.
- The location of existing underground utilities are shown on the plans in an approximate way. The contractor shall be responsible for locating existing utilities during the construction. The contractor agrees to be fully responsible for any and all damages which result from his failure to accurately locate and preserve any and all underground utilities.
- The contractor shall verify the location and elevation of all existing water and sewer mains at all proposed crossings. Some relocation of water and sewer mains may be required in addition to those shown on the plans.
- Potable/non-potable crossings shall comply with ISPCW Standard Drawing SD-407 and IDAPA section 58.01.08.542.07.
- The contractor shall be required to obtain all necessary permits prior to excavation.
- All sewer mains shall be constructed of PVC pipe conforming to ASTM D3034 SDR 35. Minimum pipe diameter for gravity sewer mains shall be 8-inches. Minimum slope for 8-inch sewer main shall be 0.4%. Contractor shall install pipe at slopes indicated on plans.
- Sewer service lines shall be placed at a slope of 2%, with markers per ISPCW. Cleanouts are required at changes in alignment, grade, and minimum 150' length.
- All pipe shall be bedded with (ISPCW) Type I bedding material.
- Trenches shall be back filled and compacted to a minimum of 95% of maximum density as determined by AASHTO T-99.
- The contractor shall pressure test all sewer service connections in accordance with the Idaho Standards for Public Works Construction (ISPCW).
- Manholes shall be constructed in accordance with ISPCW Standard Drawing SD-501. Minimum diameter shall be 48 inches. Manholes shall be constructed at all intersections, changes in alignment, changes in grade, and at terminal ends.

PROJECT PATH AND PRINT DATE: U:\LandProjects2004\1274M\_KBik68\_Lt3.dwg\1274M\_KBik68.t3\_Civil2022.dwg 4/21/2023 1:27:32 PM MST

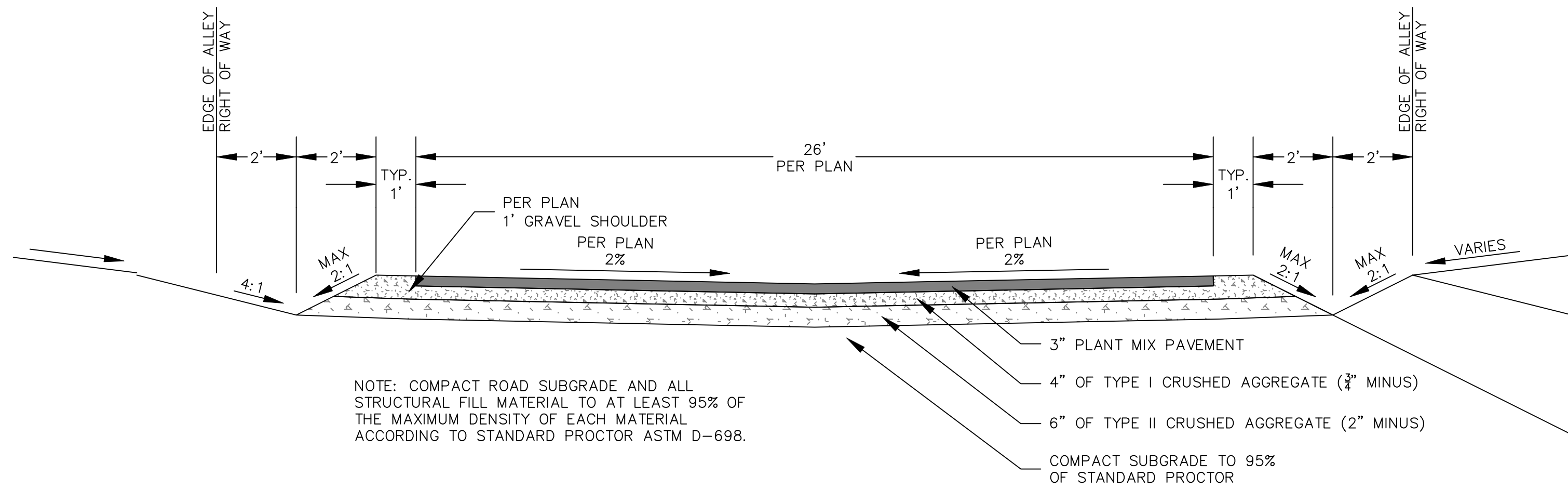
**ALPINE ENTERPRISES INC.**  
 Surveying, Mapping, Civil Engineering,  
 and Natural Hazards Consulting  
 660 Bell Dr., Unit 1 83340 USA  
 P.O. Box 2037, Ketchum, ID 83340  
 (208) 727-1888  
 email: bamt@alpineenterprisesinc.com

**PROFESSIONAL ENGINEER**  
 19075  
 21APR23  
 STATE OF IDAHO  
 ALEX NELSON

NO	DATE	BY	REVISIONS
1	24AUG22	AHN	BUILDING PERMIT SUBMITTAL
2	08NOV22	AHN	REVISED
3	10FEB23	AHN	REVISED
4	21APR23	AHN	REVISED

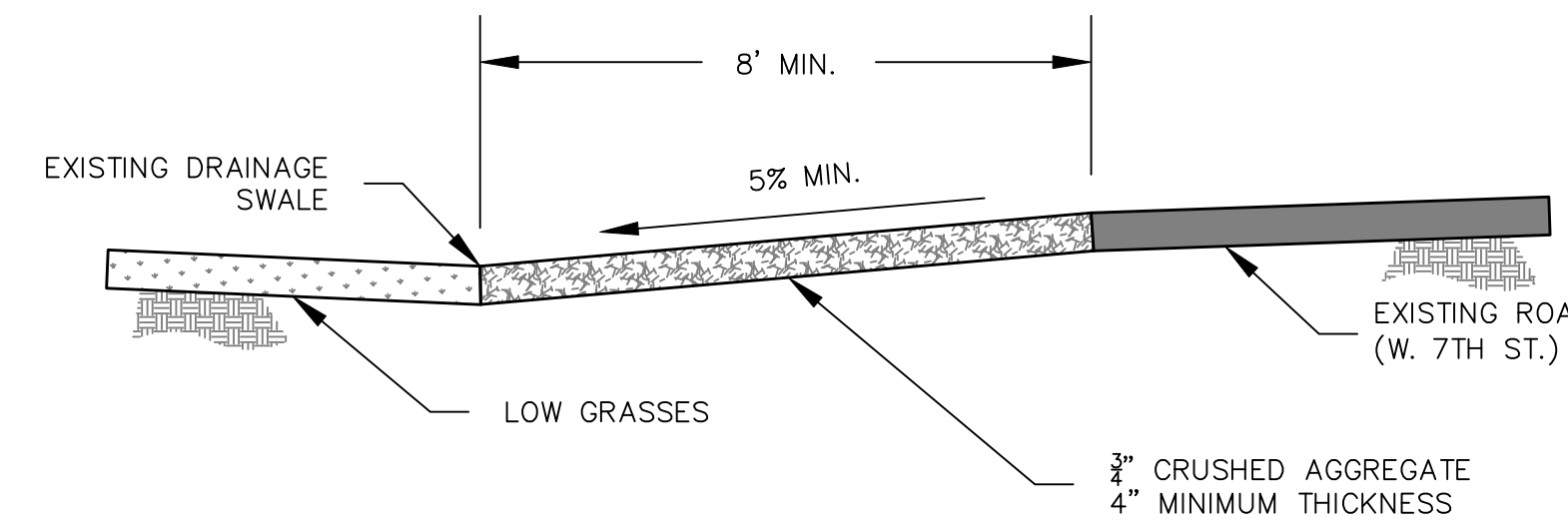
**C.3**





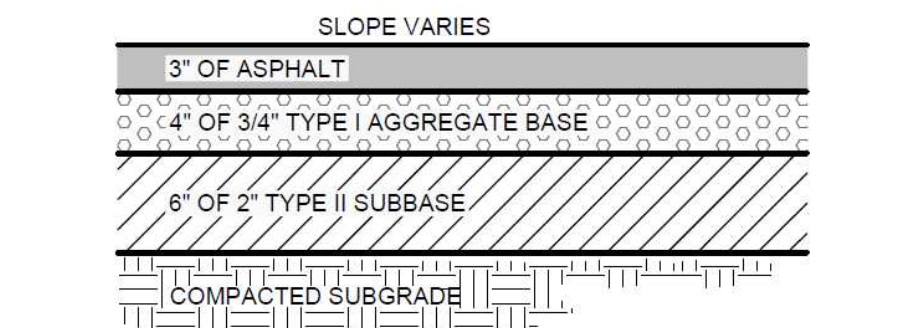
NOTE: COMPACT ROAD SUBGRADE AND ALL STRUCTURAL FILL MATERIAL TO AT LEAST 95% OF THE MAXIMUM DENSITY OF EACH MATERIAL ACCORDING TO STANDARD PROCTOR ASTM D-698.

1 TYPICAL ALLEY SECTION  
NOT TO SCALE

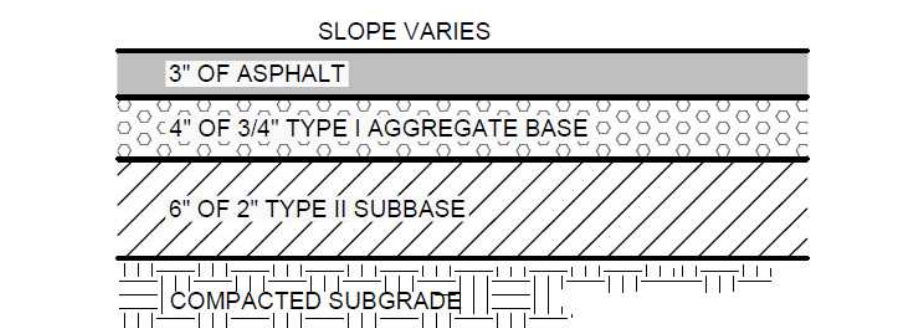


2 CROSS-SECTION: ROADSIDE SWALE  
R.O.W. WEST SEVENTH STREET  
NOT TO SCALE

- NOTES**
- A) Material shall be pervious/permeable to allow drainage.
  - B) Surface must allow for vehicle parking and be consistent along the entire property frontage.
  - C) Material within the first eight (8) feet from edge of asphalt (Street) shall be distinct from driveway and rest of property in order to visually appear available for parking.
  - D) Grading and drainage improvements as required by City Engineer - Minimum 5% slope.
  - E) No obstructions, such as boulders or berms.
  - F) No buried irrigation systems within the first eight (8) feet the edge of asphalt (Street). Surface irrigation lines are permitted beyond the first eight (8) feet, however pop-up heads are not permitted anywhere in the ROW.
  - G) No live plant material within the first eight (8) feet from edge of asphalt (Street). Low ground cover plant material, such as turf grass, is permitted beyond the first eight (8) feet. Drought-tolerant species is preferred.
  - H) No snow-melt system.



TYPICAL STREET ASPHALT SECTION

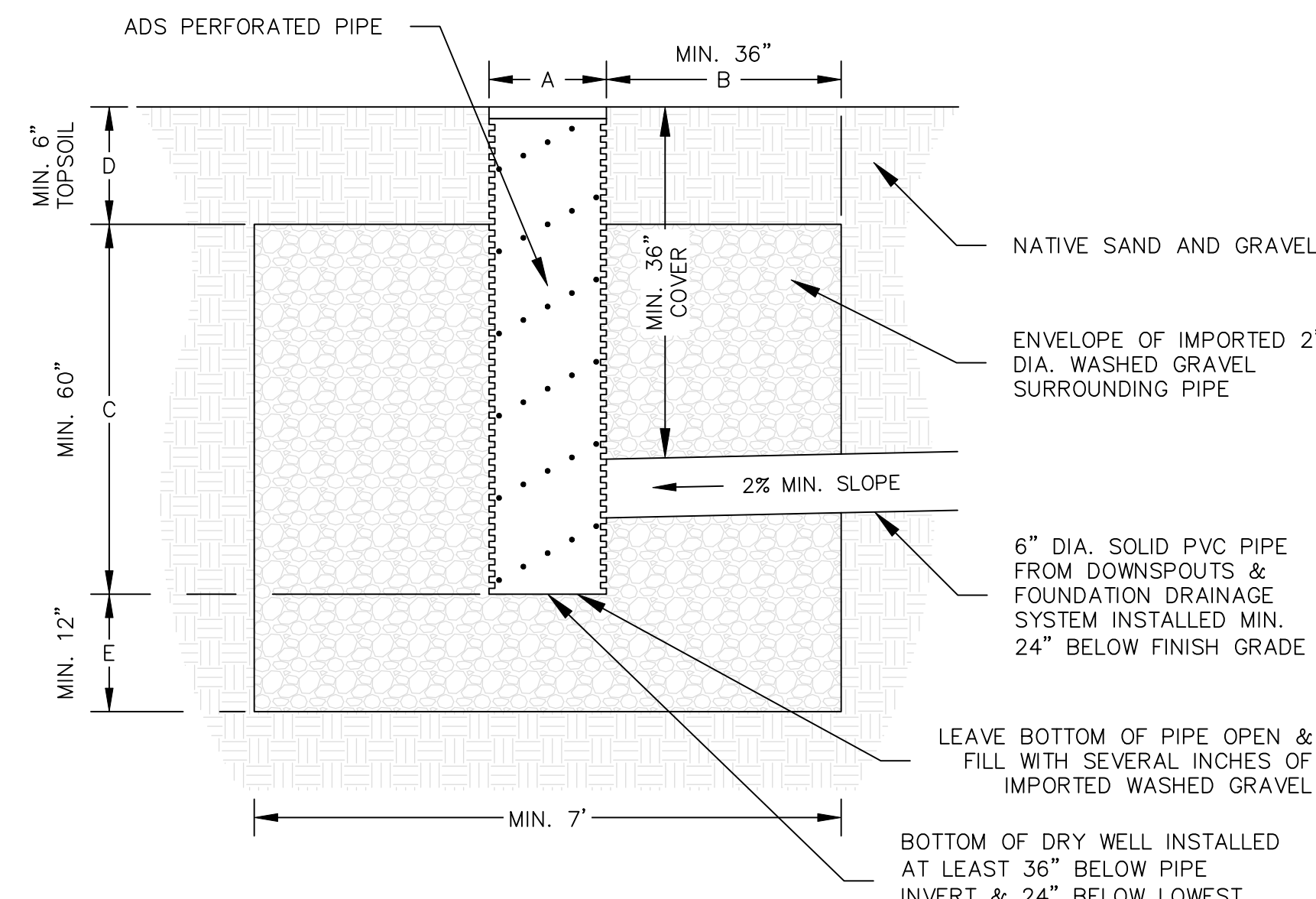


TYPICAL ALLEY ASPHALT SECTION

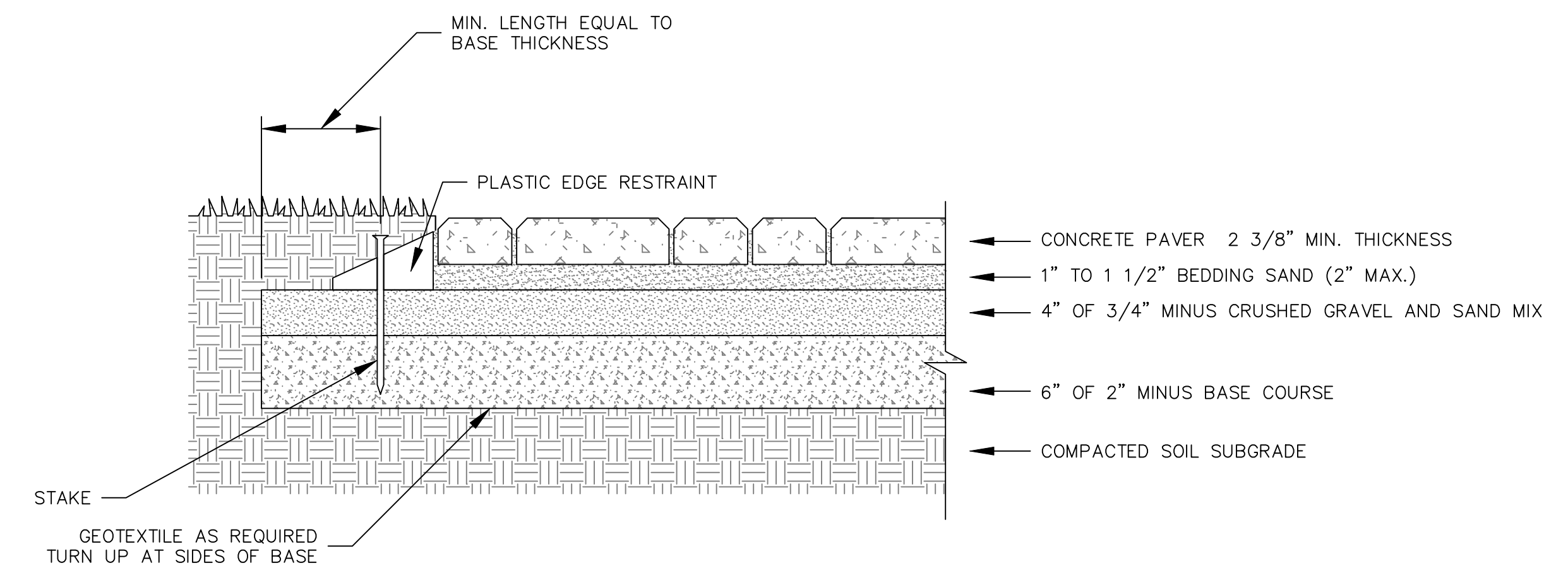
**NOTES:**

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

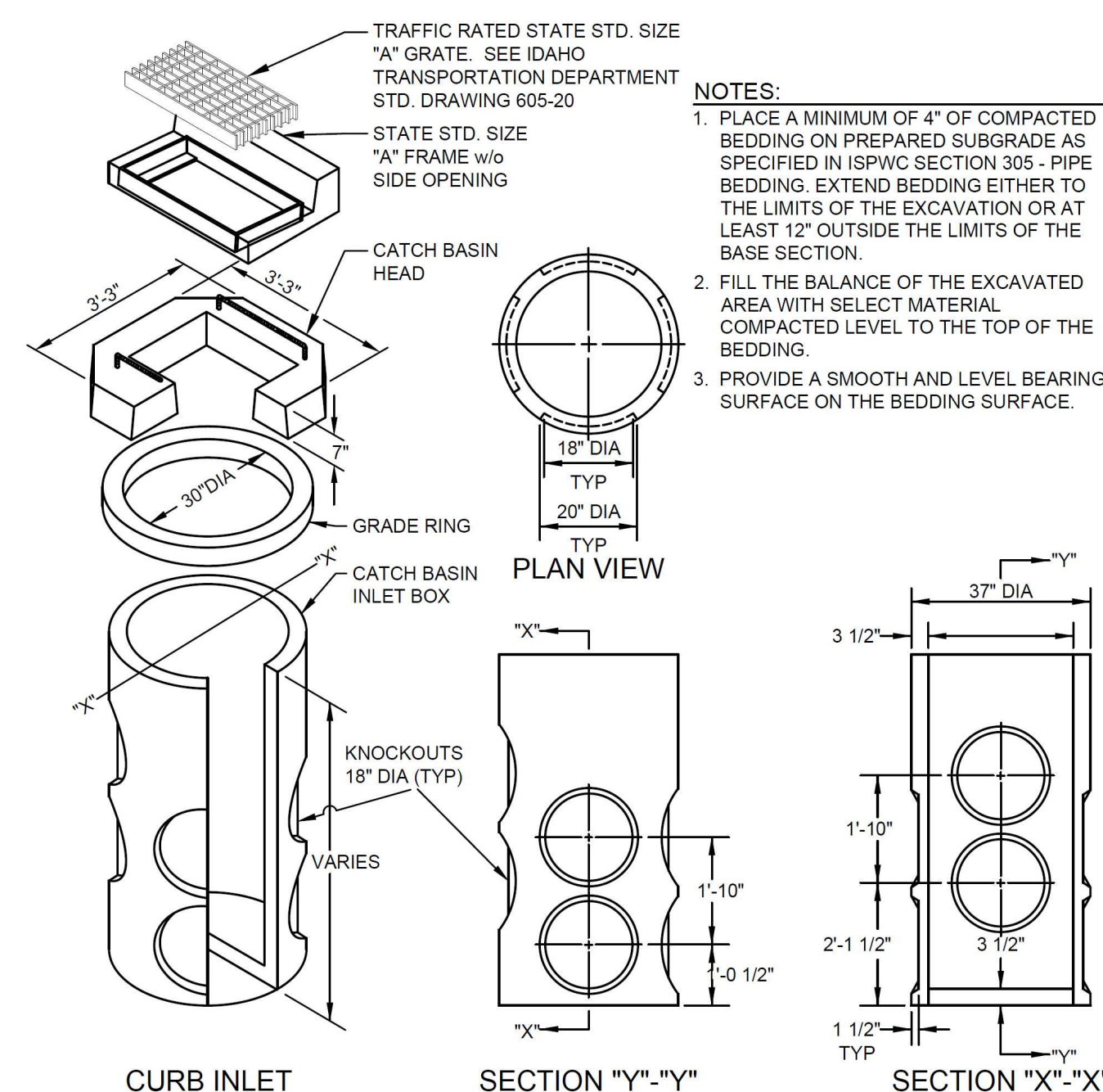
3 TYPICAL ROAD SECTIONS  
CITY OF KETCHUM - SD-3  
NOT TO SCALE



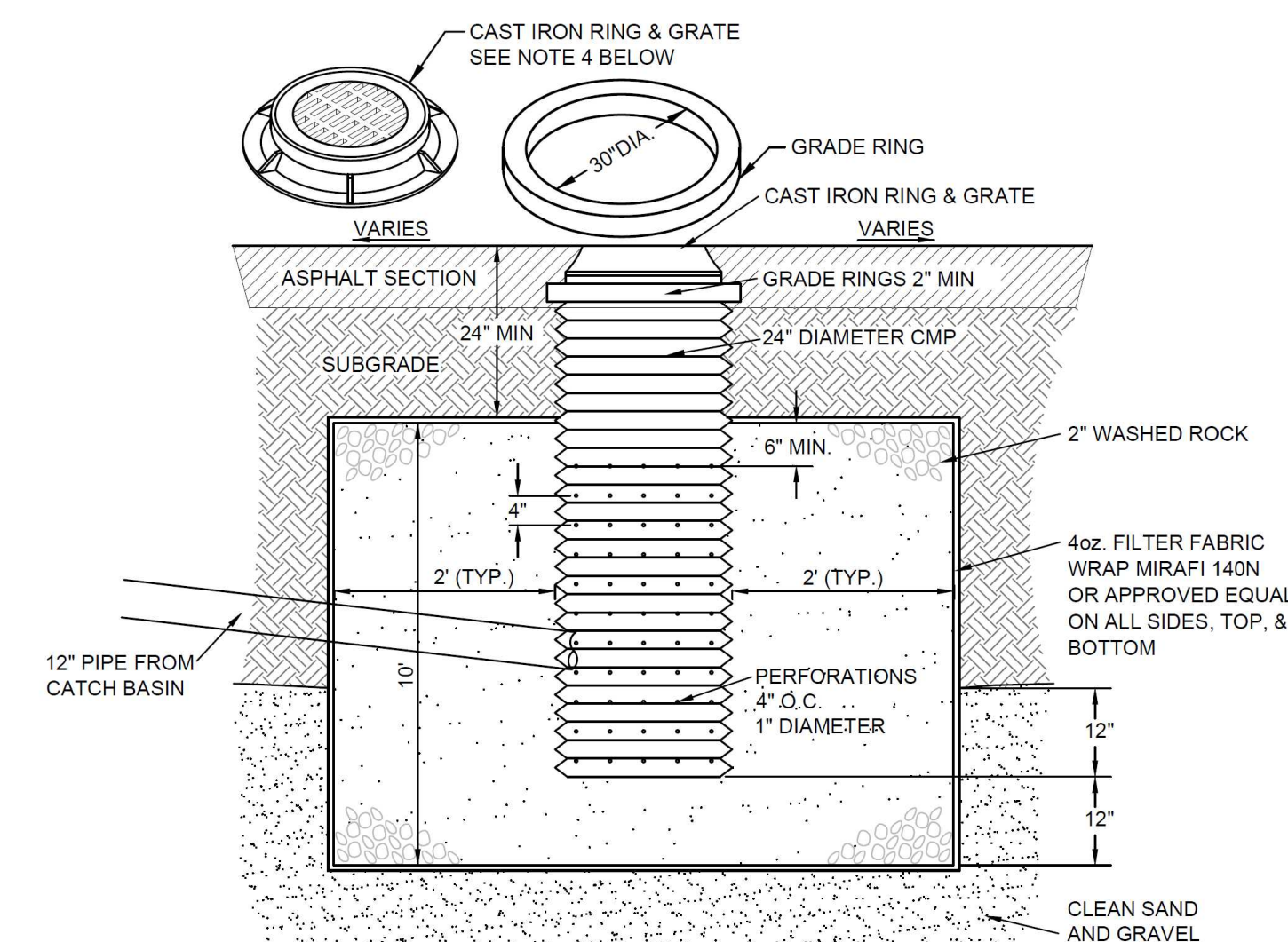
4 LANDSCAPE DRYWELL DETAIL  
NOT TO SCALE



5 PAVER DRIVEWAY DETAIL  
NOT TO SCALE



6 TYPICAL CATCH BASIN  
CITY OF KETCHUM - SD-11  
NOT TO SCALE



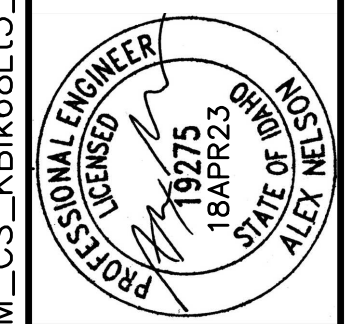
**NOTE:**

1. THE BED SHALL BE EXCAVATED A MINIMUM OF 24" INTO CLEAN SAND AND GRAVEL.
2. MAXIMUM DEPTH SHALL NOT EXCEED 12 FEET.
3. IF CLEAN SAND AND GRAVEL IS NOT ENCOUNTERED WITHIN 12 FEET, THE CONTRACTOR SHALL CONTACT THE DESIGN ENGINEER.
4. GRATE OR SOLID LID AS APPROVED BY CITY OF KETCHUM.

7 TYPICAL DRYWELL  
CITY OF KETCHUM - SD-10  
NOT TO SCALE

PROJECT PATH AND PRINT DATE U:\LandProjects\2004\1274M\_KBik68\_L13.dwg\1274M\_CS\_KBik68L13.Civil2022.dwg 4/21/2023 1:27:32 PM MST

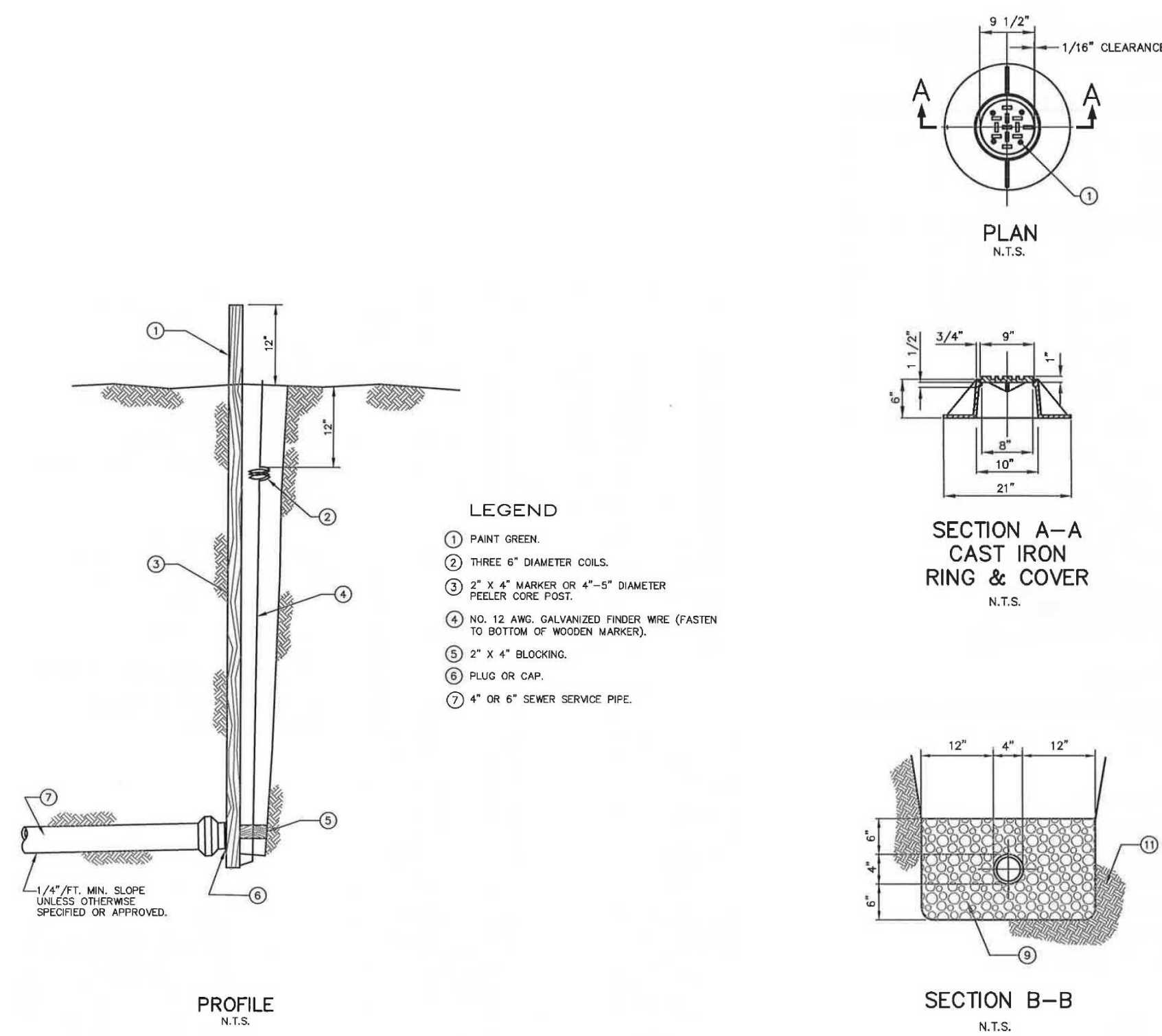
Alpine Enterprises Inc.  
Surveying, Mapping, Civil Engineering,  
and Natural Hazards Consulting  
660 Bell Dr., Unit 1 83340 USA  
P.O. Box 2037, Ketchum, ID 83340  
(208) 727-1808 / 727-1967 fax  
email: banhatta@alpineenterprises.com



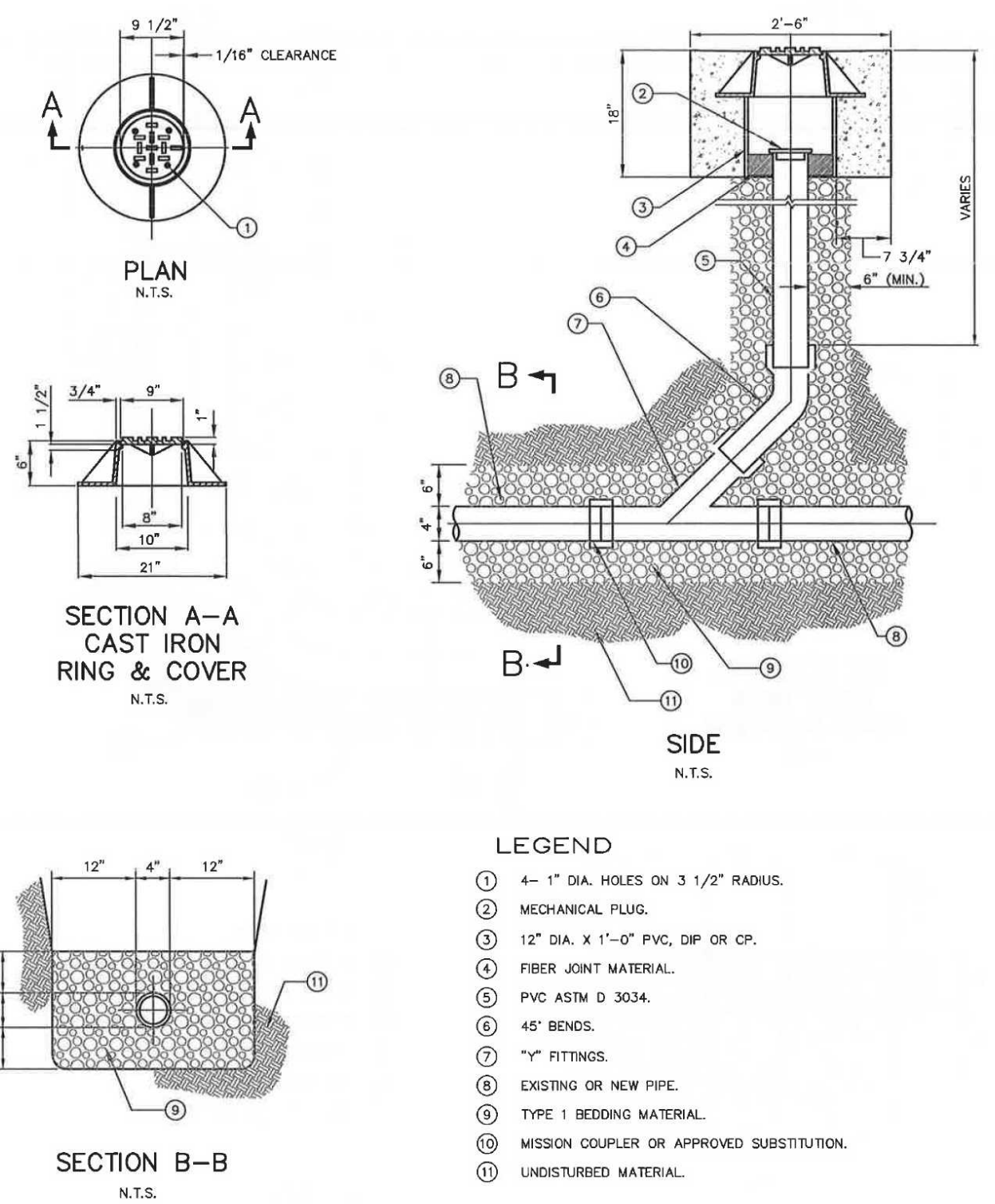
REVISIONS	NO	DATE	BY
BUILDING PERMIT SUBMITTAL	1	24AUG22	AHN
REVISED	2	08NOV22	AHN
REVISED	3	10FEB23	AHN
REVISED	4	21APR23	AHN

A DETAILS SHEET FOR  
7TH STREET TOWNHOMES ON LOT 3, BLK 68, KETCHUM TOWNSITE  
WITHIN S13, T.4N., R.17E., B.M., CITY OF KETCHUM, BLAINE COUNTY, IDAHO  
PREPARED FOR MMDM12 LLC.

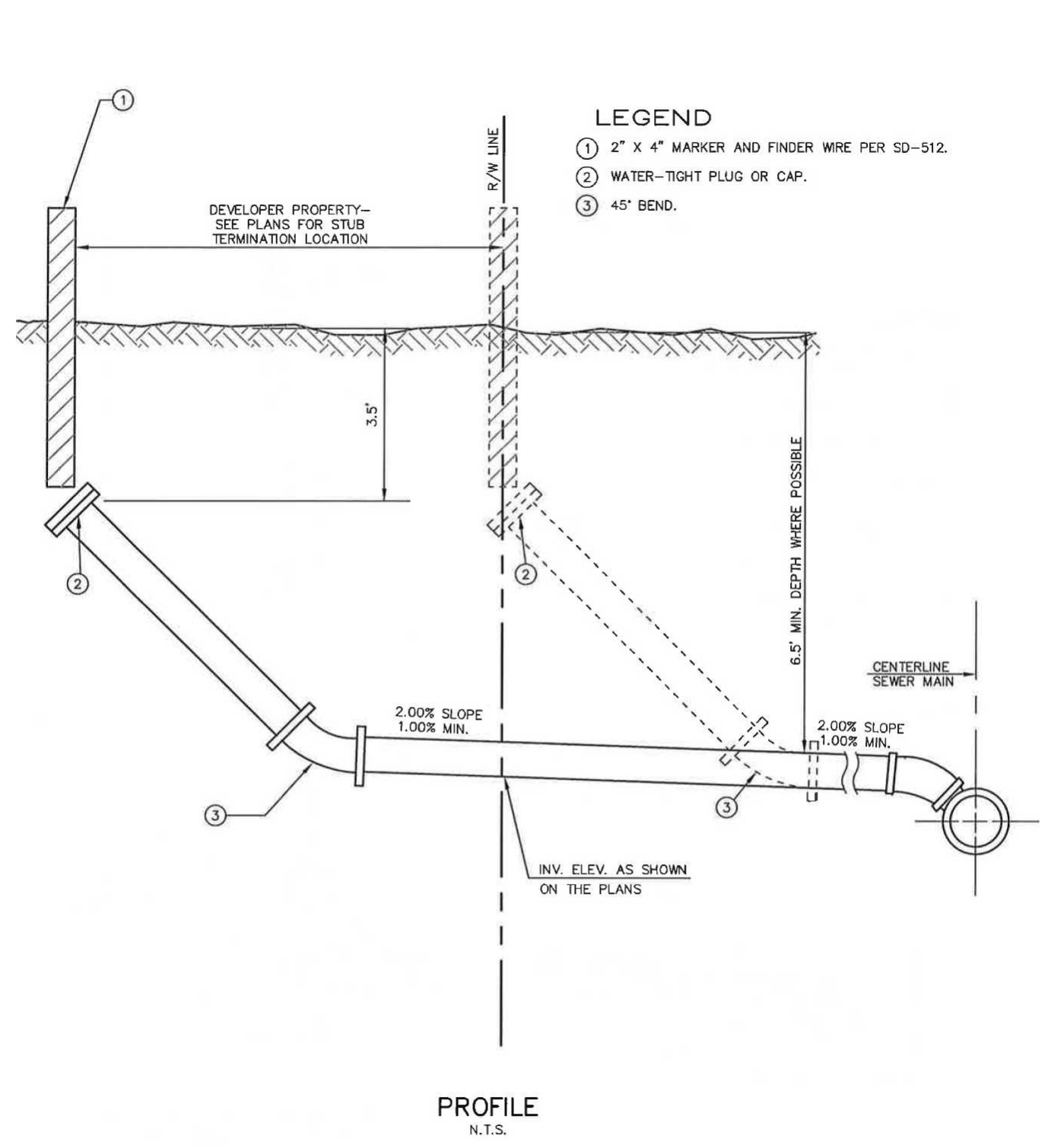




8 STANDARD SERVICE MARKER  
ISPC - SD-512  
NOT TO SCALE



9 STANDARD 4" TRAFFIC RATED CLEAN-OUT  
ISPC - SD-506A  
NOT TO SCALE



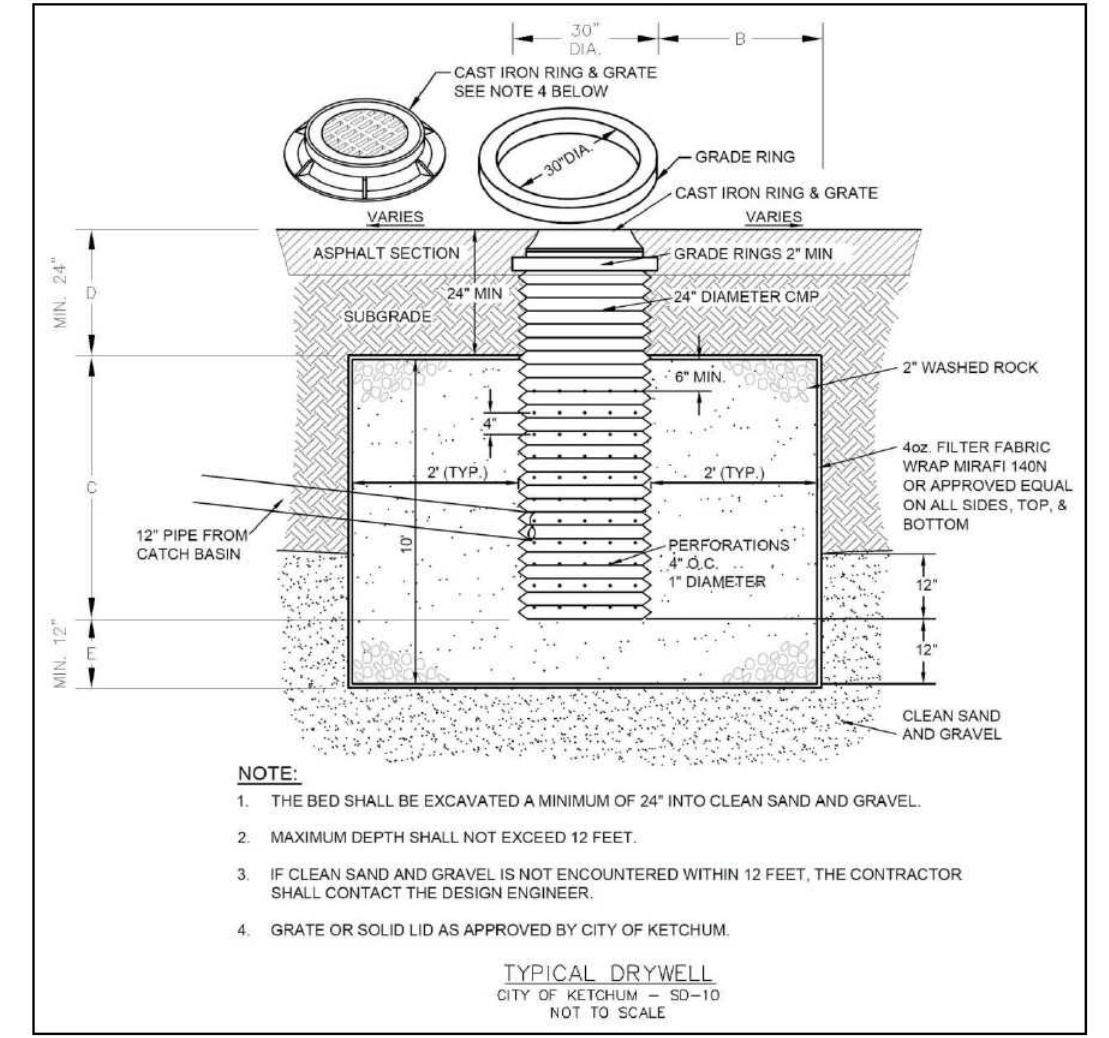
10 STANDARD SEWER SERVICE CONNECTION FOR NEW DEVELOPMENT PROJECTS  
ISPC - SD-511A  
NOT TO SCALE

Infiltration System Sizing Worksheet  
Dry Well #1

Onsite Native Soil Infiltration  
Design Infiltration Rate: 0.6 in/hr \*IDEQ Class B-1 Soils

Total Site Infiltration Sizing  
Proposed Impervious Area: 3340 sf  
Proposed Permeable Area: 0.08 ac  
Runoff Coefficient: 0.98  
25-Year Design Runoff: 0.056 cfs  
25-Year, 24-Hour Total Precipitation: 946.3 cf

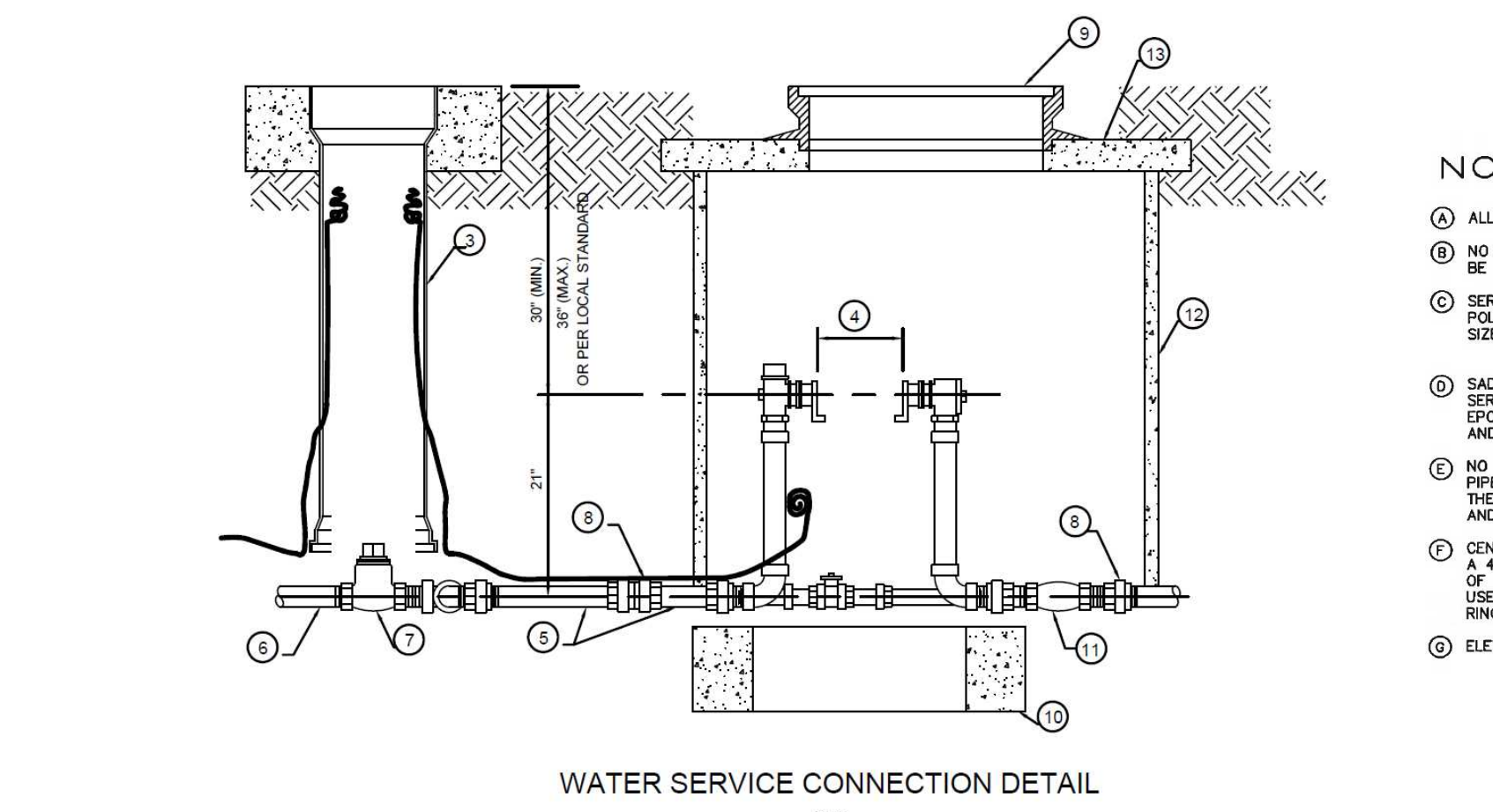
Assumed T<sub>i</sub>: 15 min  
Intensity (25-yr, 15 min): 0.43 in/15min  
Intensity (25-yr, 1 hr): 0.75 in/hr  
Total Precipitation (25-yr, 24 hr): 3.4 in/24hr



Drywell Storage & Infiltration-Discharge Calculations

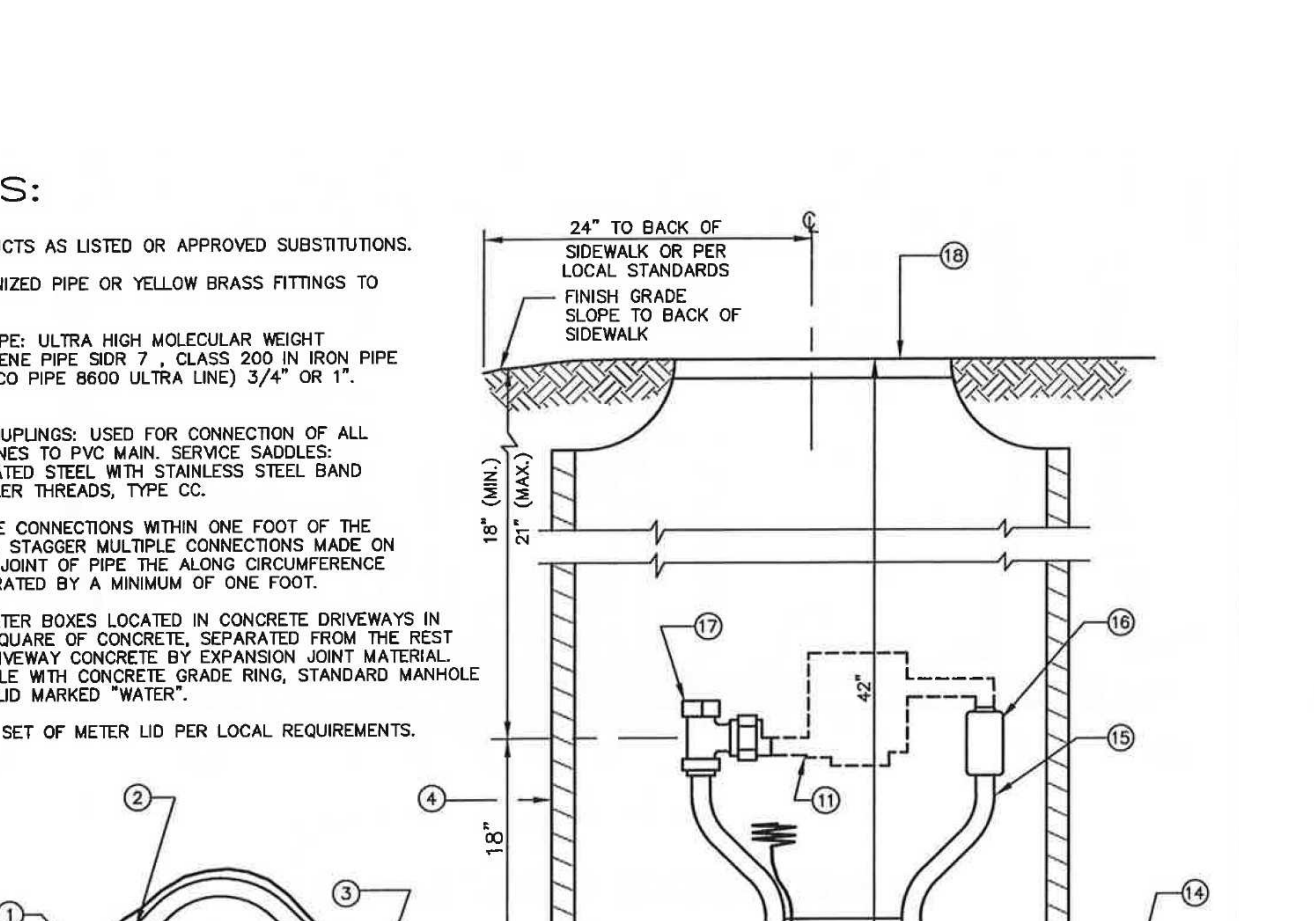
Drywell Total Depth [C-OWE]	Bottom of Drain Rock Elevation	Top of Drain Rock Elevation	Bottom of Drain Rock Elevation	Storage in Drain Pipe	Storage in Drain Rock	Total Storage	Bottom Wetted Area	Side Wetted Area	Total Wetted Area	Drywell Infiltration Flow Rate	24 Hour Total Infiltration	48 Hour Total Infiltration	24 Hour Total Infiltration + Total Storage	48 Hour Total Infiltration + Total Storage
(ft)	(ft)	(ft)	(ft)	(cf)	(cf)	(cf)	(sf)	(sf)	(sf)	(cfs)	(cf)	(cf)	(cf)	(cf)
3.00	5787.05	5787.05	5786.05	9.82	17.67	27.49	44.2	44.2	88.4	0.001	106.029	212.058	133.518	161.007
4.00	5786.05	5787.05	5785.05	14.73	33.38	48.11	44.2	88.4	132.5	0.002	159.043	318.086	207.149	255.254
5.00	5785.05	5787.05	5784.05	19.63	49.09	68.72	44.2	132.5	176.7	0.002	212.058	424.115	280.780	349.502
6.00	5784.05	5787.05	5783.05	24.54	64.80	89.34	44.2	176.7	220.9	0.003	265.072	530.144	354.411	443.750
7.00	5783.05	5787.05	5782.05	29.45	80.50	109.96	44.2	220.9	265.1	0.004	318.086	636.173	428.042	537.998
8.00	5782.05	5787.05	5781.05	34.36	96.21	130.57	44.2	265.1	309.3	0.004	371.101	742.201	501.673	632.246
9.00	5781.05	5787.05	5780.05	39.27	111.92	151.19	44.2	309.3	353.4	0.005	424.115	848.230	575.304	726.493
10.00	5780.05	5787.05	5779.05	44.18	127.63	171.81	44.2	353.4	397.6	0.006	477.129	954.259	648.935	820.741
11.00	5779.05	5787.05	5778.05	49.09	143.34	192.42	44.2	397.6	441.8	0.006	530.144	1060.288	722.566	914.989
12.00	5778.05	5787.05	5777.05	54.00	159.04	213.04	44.2	441.8	486.0	0.007	583.158	1166.316	796.197	1009.237
13.00	5777.05	5787.05	5776.05	58.90	174.75	233.66	44.2	486.0	530.1	0.007	636.173	1272.345	869.828	1103.484
14.00	5776.05	5787.05	5775.05	63.81	190.46	254.27	44.2	530.1	574.3	0.008	689.187	1378.374	943.460	1197.732
15.00	5775.05	5787.05	5774.05	68.72	206.17	274.89	44.2	574.3	618.5	0.009	742.201	1484.403	1017.091	1291.980

11 DRYWELL SIZING WORKSHEET



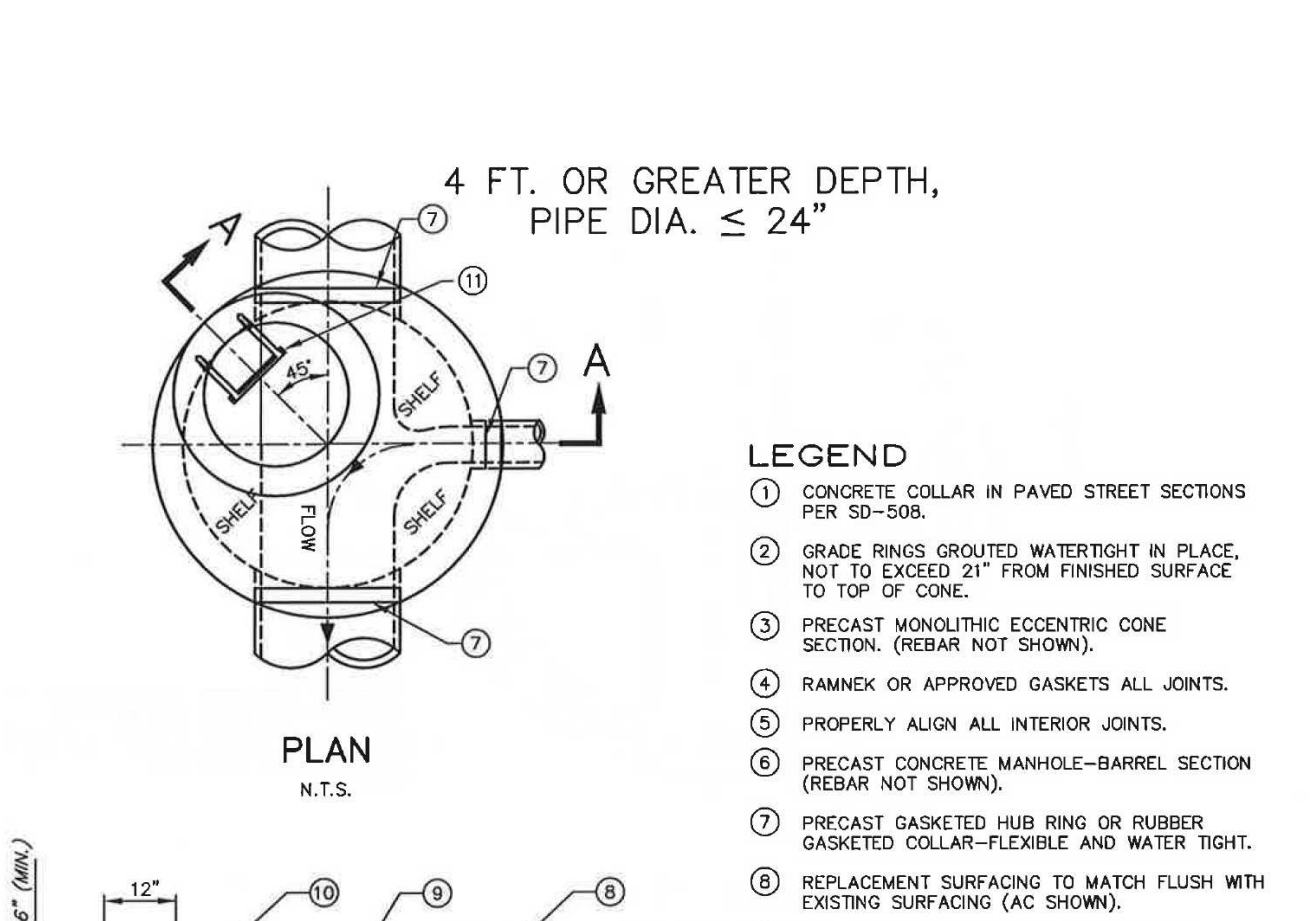
- NOTES:
1. WATER MAIN PER ISPC SECTION 401.
  2. MIP X PAC CORP STOPS: 200 PSI POLY PIPE WITH INSERTS FOR SERVICE LINES FROM MAIN TO CURB STOPS AND INTO METER VAULT.
  3. VALVE BOX.
  4. 1-1/2" METER: 13-1/4" WITH GASKETS 2" METER: 17-1/4" WITH GASKETS.
  5. WATER METER FURNISHED AND INSTALLED BY THE CITY. (PAID BY CUSTOMER WITH CONNECTION FEES.)
  6. 6" LONG RED BRASS NIPPLE.
  7. SERVICE LINE: 1-1/2" OR 2", 200 PSI POLYETHYLENE PIPE WITH PACK JOINT BRASS FITTINGS AND STAINLESS STEEL INSERTS.
  8. FORD BALL VALVE CURB STOP WITH RISER AND LOCKING LID. (IF REQUIRED)
  9. STANDARD 24" DIA. MANHOLE RING & "WATER" COVER; 2" HOLE IN LID FOR RADIO READ UNIT.
  10. 2" X 35" O.D. CONCRETE GRADE RING UNDER YOKE.
  11. BALL VALVE TO BE INSTALLED IN METER VAULT; NO OTHER EQUIPMENT SHALL BE PERMITTED WITHIN THE METER VAULT.
  12. 36" DIA. PRECAST CONCRETE MANHOLE.
  13. 4" X 35" O.D. CONCRETE GRADE RING.

12 WATER SERVICE CONNECTION (1-1/2", 2")  
ISPC - SD-402  
NOT TO SCALE



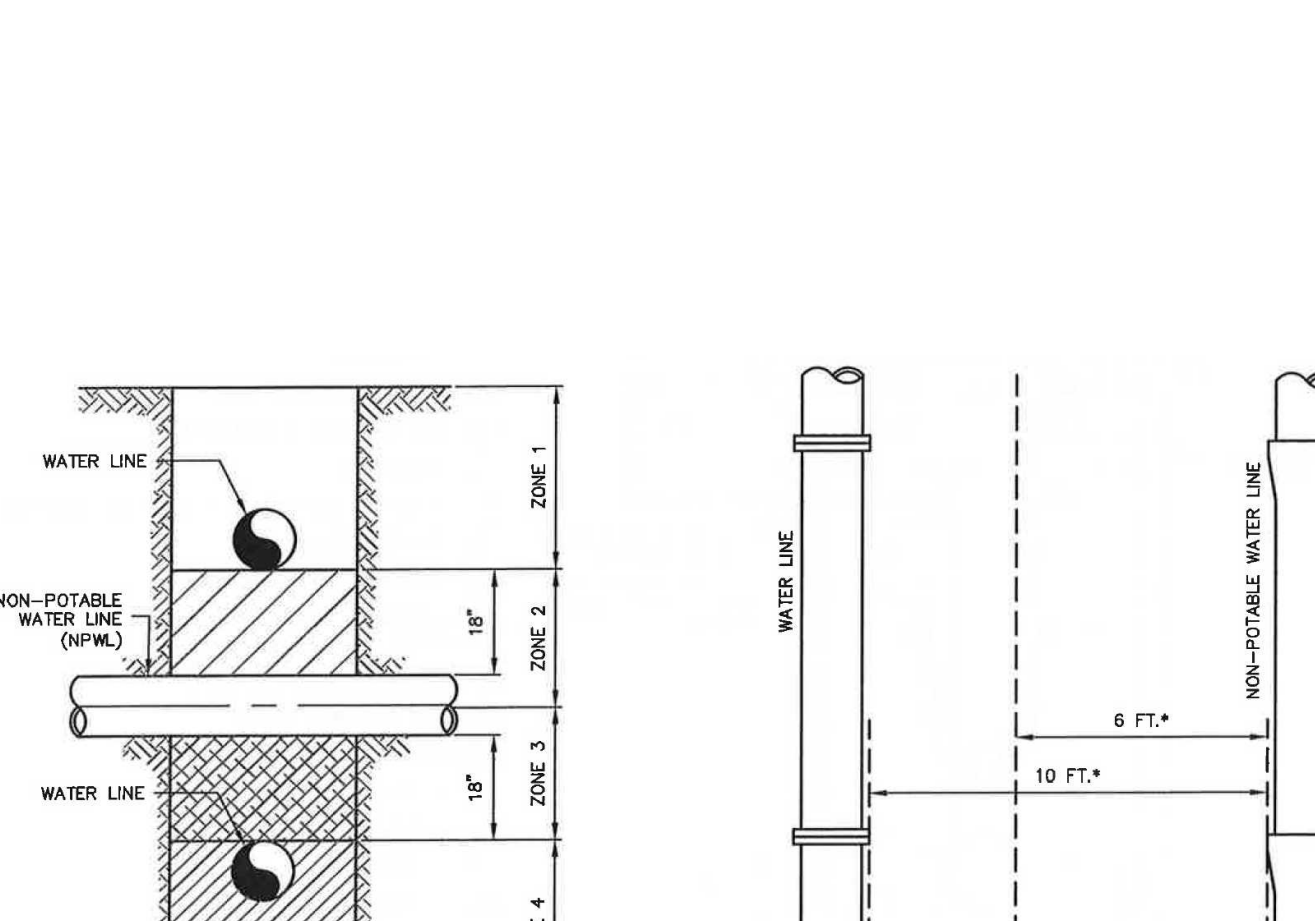
- NOTES:
1. FORD FB-1101 OR MUELLER BALL CORPORATION STOP 3/4" OR 1".
  2. MUELLER H-15072.
  3. NO. 12 COPPER FINDER WIRE. SEE SD-514 FOR SPACING.
  4. 20" DIA. X 42" DEEP METER BOX (NOTCH FOR SERVICE LINES).
  5. STAINLESS STEEL SADDLE.
  6. WATER MAIN.
  7. 3/4" OR 1" SERVICE LINE (TYP.) NO SPACING IS ALLOWED.
  8. MALE SWIVEL END.
  9. FULL OPENING 3/4" OR 1" MUELLER 300 BALL OR FORD #11333 BALL VALVE.
  10. CURB STOP ADAPTER FORD C-86 OR MUELLER H-15426 "GRIP JOINT".
  11. FUTURE METER INSTALLED BY WATER PURVEYOR.
  12. FIRM UNDISTURBED EARTH. (SET TILE ON 2" X 2" DIAMETER PRECAST CONCRETE BLOCK IF OVER EXCAVATION OCCURS).
  13. PROVIDE TEMPORARY PLUG (THREADED IN HIGH WATER AREAS).
  14. DOUBLE PURPOSE COUPLING.
  15. FORD VHS-92-18" YOKE WITH MALE CONNECTION AND EXTENDED END OR APPROVED EQUAL.
  16. FORD CARTRIDGE DUAL CHECK VALVE (VERTICAL).
  17. FORD BALL VALVE 18" (92.93.94 SERIES OR MUELLER B24101-142) 3/4"-1" COPPER SETTER WITH PADLOCK WINGS AND EXTENDED END ON EACH.
  18. FORD TYPE X SINGLE LID COVERS NO. X42. 13 1/2" OPENING-1 1/2" PENTAGONAL NUT.

13 WATER SERVICE CONNECTION (3/4" - 1")  
ISPC - SD-401  
NOT TO SCALE



- LEGEND:
1. CONCRETE COLLAR IN PAVED STREET SECTIONS PER SD-508.
  2. GRADE RINGS GROUDED WATER TIGHT IN PLACE. NOT TO EXCEED 2" FROM FINISHED SURFACE TO TOP OF CONE.
  3. PRECAST MONOLITHIC ECCENTRIC CONE SECTION. (REBAR NOT SHOWN).
  4. RAMMEK OR APPROVED GASKETS ALL JOINTS.
  5. PROPERLY ALIGN ALL INTERIOR JOINTS.
  6. PRECAST CONCRETE MANHOLE-BARREL SECTION (REBAR NOT SHOWN). SEE SD-501A.
  7. PRECAST GASKETED HUB RING OR RUBBER GASKETED COLLAR-FLEXIBLE AND WATER TIGHT.
  8. REPLACEMENT SURFACING TO MATCH FLUSH WITH EXISTING SURFACING (AC SHOWN).
  9. FRAME TO BE GROUDED TO GRADE RINGS.
  10. FRAME AND COVER PER SD-507.
  11. MANHOLE STEPS.
  12. CAST IN PLACE MANHOLE BASE. SEE SD-501A FOR PREFABRICATED BASE.
- NOTES:
1. OPTIONAL PREFABRICATED MANHOLE BASE WITH APPROVED PIPE CONNECTIONS MAY BE USED WITH ENGINEERS APPROVAL. SEE SD-501A.
  2. PLACE VERTICAL WALL ON UPSTREAM SIDE OF MANHOLE, ROTATED 45 DEGREES.
  3. FOR DIAMETER, D, GREATER THAN 24", SEE SD-502 OR SD-503.
  4. MANHOLE FRAME AND COVER: A. REFER TO DRAWING NO. SD-507. B. FRAME AND COVER SHALL BE FLUSH WITH SLOPE OF PAVEMENT.
  5. WHERE PVC PIPE IS UTILIZED, INSTALL A RUBBER RING OR GASKET COLLAR WHERE THE PIPE IS IN CONTACT WITH MANHOLE BASE AND/OR MANHOLE CHANNEL, IN ORDER TO INSURE A WATER TIGHT SEAL.
  6. EITHER BASE ON SD-501 OR SD-501A MAY BE USED WITH ANY MANHOLE DESIGN.
  7. PROVIDE MANHOLE CONCRETE REINFORCING TO ACCOMMODATE TRAFFIC LOADINGS.

14 STANDARD MANHOLE TYPE-A  
ISPC - SD-501  
NOT TO SCALE



- LEGEND:
1. WATER LINE
  2. NON-POTABLE WATER LINE (NPWL)
  3. WATER LINE
  4. NON-POTABLE WATER LINE
- VERTICAL SEPARATION REQUIREMENTS
- ZONE 1: A) WATER AND NPWL MUST BE SEPARATED BY AT LEAST 18" AND B) ONE FULL UNCLIP LENGTH OF BOTH PWL AND NPWL MUST BE CENTERED ON THE CROSSING SO THAT THE JOINTS ARE AS FAR AS POSSIBLE FROM THE CROSSING.
- ZONE 2: A) ONE FULL UNCLIP LENGTH OF BOTH PWL AND NPWL ARE AS FAR AS POSSIBLE FROM THE CROSSING. AND EITHER B) NPWL MUST BE CONSTRUCTED TO WATER MAIN STANDARDS AND PRESSURE TESTED FOR WATER TIGHTNESS TO PREVENT SETTLING. OR C) EITHER THE NPWL OR WATER LINE OR BOTH MUST BE ENCASED WITH A SLEEVING MATERIAL ACCEPTABLE TO DEQ FOR A HORIZONTAL DISTANCE OF 10 FEET ON BOTH SIDES OF THE CROSSING.
- ZONE 3: SAME REQUIREMENTS AS ZONE 2 EXCEPT THE NPWL MUST ALSO BE SUPPORTED ABOVE THE CROSSING TO PREVENT SETTLING.
- ZONE 4: SAME REQUIREMENTS AS ZONE 1 EXCEPT THE NPWL MUST ALSO BE SUPPORTED ABOVE THE CROSSING TO PREVENT SETTLING.
- HORIZONTAL SEPARATION REQUIREMENTS
- ZONE 1: A) NO SPECIAL REQUIREMENTS. B) WATER AND NPWL SEPARATED BY AT LEAST 6 FEET AT OUTSIDE WALLS. AND C) WATER AT LEAST 18 INCHES HIGHER IN ELEVATION THAN THE NPWL. AND EITHER D) NPWL CONSTRUCTED TO WATER MAIN STANDARDS AND PRESSURE TESTED FOR WATER TIGHTNESS. OR E) SITE SPECIFIC REQUIREMENTS APPROVED BY DEQ.
- ZONE 2: A) NO SPECIAL REQUIREMENTS. B) WATER AND NPWL SEPARATED BY AT LEAST 6 FEET AT OUTSIDE WALLS. AND C) WATER AT LEAST 18 INCHES HIGHER IN ELEVATION THAN THE NPWL. AND EITHER D) NPWL CONSTRUCTED TO WATER MAIN STANDARDS AND PRESSURE TESTED FOR WATER TIGHTNESS. OR E) SITE SPECIFIC REQUIREMENTS APPROVED BY DEQ.
- ZONE 3: NOT ALLOWED WITHOUT DEQ WAIVER.
- NOTE: SANITARY SEWER FORCE MAINS MUST HAVE MIN. 10' HORIZONTAL SEPARATION AND 18" VERTICAL SEPARATION. ZONE 2 AND ZONE 3 PLACEMENTS ARE NOT ALLOWED WITHOUT A WAIVER GRANTED BY DEQ.

15 POTABLE AND NON-POTABLE WATER LINE (NPWL) SEPERATION  
ISPC - SD-407  
NOT TO SCALE



**Recording Requested By and  
When Recorded Return to:**

City of Ketchum  
P.O. Box 2315  
191 5<sup>th</sup> Street West  
Ketchum, ID 83340

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For Recording Purposes Do  
Not Write Above This Line

**GRANT OF LICENSE AND ALLEY MAINTENANCE AGREEMENT 22874**

This maintenance agreement ("Agreement") is made and entered into as of the \_\_\_\_ day of \_\_\_\_\_, 2023, the ("Effective Date") by and between the CITY OF KETCHUM, and Idaho municipal corporation ("the City"), who is the owner of the public lands as more specifically delineated on Exhibit "A" (hereinafter "Alley") attached hereto, and MMDM12 LLC, who is the owner of that certain parcel of real property referred to Lot 3, Block 68, Ketchum Townsite (herein "Owner") as more specifically delineated on Exhibit A attached hereto and referred to as "Subject Property".

1. **Grant of License** - The City hereby grants to Owner and its agents, employees, contractors, subcontractors, (collectively "Agents"), subject to the conditions and covenants set forth in this Agreement as of the date this Agreement is signed by all parties, (hereinafter the "Commencement Date"), a revocable license over and right of entry on and use of the Alley for the purposes of vehicular and pedestrian ingress, egress and access to the Subject Property, including installation of pavement, and for the maintenance, snow removal and repair of the Alley on that portion identified in Exhibit B. The portion of the Alley identified in Exhibit B shall always be open and available to the public and the City shall have exclusive authority with respect to all parking restrictions and enforcement.
2. **License Revocable** - This Agreement and the rights to use the Alley granted hereunder are revocable. City Shall provide Owner with 60 days notice if the Agreement is to be terminated. Owner understands and agrees that by entering into this Agreement Owner obtains no claim or interest in said City property which is adverse to that of the City, that Owner obtains no exclusive right to said City property nor any other right to use the City property not specifically described herein.
3. **Prior Rights** - This grant is made subject to and subordinate to the prior and continuing rights and obligations of the City, its successors and assigns, and the general public, to use the Alley in the performance of its municipal operations; provided, however, that such use shall not materially interfere with the use of the Alley by the Owner for the

Permitted Use. This Agreement is subject to all licenses, leases, easements, restrictions, conditions, covenants, encumbrances, liens and claims of title which may affect the Alley as of the Effective Date, and the word "grant" shall not be construed as a covenant against the existence of any of the foregoing.

4. **Term** - The term of the Agreement shall commence on the Commencement Date and shall be in effect until the City provides notice the Agreement is terminated.
5. **Permits, Licenses and Approvals** - As a condition to Owner's right to use the Alley for the Permitted Use, Owner shall obtain any required permits, licenses and approvals from the City and any other governmental agencies having jurisdiction over Owner's use of the Alley. Ownershall maintain such permits, licenses, ordinances and approvals in force throughout the term of this Agreement. Owner shall be solely responsible for any and all fees, charges, or other expenses that may be imposed by any regulatory agencies in connection with Owner's use or enjoyment of the Alley.
6. **Condition of Property** - The City makes no warranty or representation of any kind concerning the condition of the Alley or the fitness of the Alley for the Permitted Use, and hereby disclaims any personal knowledge with respect thereto, it being expressly understood by the parties hereto that Owner has personally inspected the Alley, knows its condition and accepts it as is.
7. **Alterations. Repair and Maintenance**
  - a) Owner agrees, at its sole cost and expense to pave the portion of the Alley identified in Exhibit A to the satisfaction of the City. Owner has submitted a paving and improvement plan, included as Exhibit "B", to the City for review and City has approved said plan. All improvements shall be constructed per the approved plan included as Exhibit B.
  - b) Owner agrees, at its sole cost and expense, to keep the portion of Alley in Exhibit B in reasonably safe, clean and sightly condition, reasonably free from waste and snow to the reasonable satisfaction of the City. Owner agrees, at its sole cost and expense, to perform snow removal for the full length of the Alley at a width of 20 feet and to place all removed snow in snow storage areas as designated by the City. Owner shall perform all repairs and maintenance to the Alley.
  - c) The Owner shall perform maintenance and snow removal in accordance with this Agreement. The City shall not be responsible for maintenance, repairs and snow removal in the Alley. If Owner fails to keep the Alley in the condition required under this Section 7, then the City may, after ten (10) days written notice to Owner and a five (5) day opportunity to cure said problem, perform the necessary work at the expense of Owner, which expense Owner agrees to pay to the City upon written demand.

- d) All alterations, maintenance and repairs by Owner upon the Alley shall be performed in a good manner reasonably satisfactory to the City.
- e) Any open holes shall be satisfactorily covered at all times when Owner's Agents are not physically working in the vicinity of such holes. Upon completion of work, all such holes shall be filled in to meet the surrounding ground level and the Alley shall be left in a neat and safe condition reasonably satisfactory to the City.
- f) Owner shall not suffer any mechanic's or materialman's liens of any kind to be enforced against the Alley for any work done or materials furnished at Owner's request. If any such liens are filed, Owner shall bond or remove them within sixty (60) days of learning of the same, at Owner's expense, and shall pay any judgment which may be entered in connection therewith.
- g) Should Owner fail, neglect or refuse to do so, the City, after giving Owner twenty (20) business days written notice, shall have the right to pay any amount required to release any such liens or to defend any action brought and to pay any judgment entered. Owner shall be liable to the City for all costs, damages, reasonable attorney's fees and any amounts expended in defending any proceedings or in payment of any of said liens or judgment. The City may post and maintain upon the property notices of non-responsibility as provided by applicable law.

8. **Permitted Uses and Restriction on Use** – The Owner may use the alley for the purposes of vehicular and pedestrian ingress, egress and access to the Subject Property, including installation of pavement, and for the maintenance, snow removal and repair of the Alley. The Alley shall be open and available to the public at all times and the City shall have exclusive authority with respect to all parking restrictions and enforcement. Owner agrees not to conduct any activities on or about the Alley that constitute waste or nuisance or any activities which constitute a continuing or repeated and unreasonable annoyance of which the City is notified by the owners or occupants of neighboring property or other members of the public.

9. **Indemnification**- In consideration of City allowing Owner to construct and maintain the Improvements on City property, Owner agrees to indemnify and hold harmless City from and against any and all claims of liability for any injury or damage to any person or property arising from the Improvements constructed, installed and maintained on City property. Owner shall further indemnify and hold City harmless from and against any and all claims arising from any breach or default in the performance of any obligation on Owner's part to be performed under this Agreement, or arising from any negligence of Owner or Owner's agents, contractors or employees and from and against all costs, attorney's fees, expenses and liabilities incurred in the defense of any such action or proceeding brought thereon. In the event any action or proceeding is brought against City by reason of such claim, Owner, upon notice from City, shall defend City at Owner's expense by counsel satisfactory to City.



Owner, as a material part of the consideration to City, hereby assumes all risk of damages to property or injury to persons in, upon or about the Improvements constructed, installed and maintained on City property arising from the construction, installation and maintenance of said Improvements and Owner hereby waives all claims in respect thereof against City.

10. **Compliance with Laws** - The Permitted Use of the Alley shall conform to all applicable zoning laws and regulations. Owner shall comply, at Owner's expense with all applicable laws, regulations, rules and orders with respect to the use of the Alley, regardless of when they become or became effective, including, without limitation, those relating to construction, grading, signage, health, safety, noise, environmental protection, hazardous materials, waste disposal and water and air quality, and shall furnish reasonably satisfactory evidence of such compliance upon the written request of the City.
11. **Notices**-All notices required or permitted to be given under this Agreement shall be in writing and mailed postage prepaid by certified or registered mail, return receipt requested, or by personal delivery or by overnight courier, to the appropriate address indicated below or at such other place or places as either party may from time to time designate in written notice given to the other. Notices shall be deemed sufficiently served four days after the date of mailing or upon personal delivery.

The City:

City of Ketchum  
Post Office Box 2315  
Ketchum, Idaho 83340

To Owner:

MMDM12 LLC  
Post Office Box 2028  
Ketchum, Idaho 83340

12. **Assignment** - Owner shall have the right to assign and transfer this Agreement to any party who purchases one hundred (100%) of the Subject Property, upon receiving the written consent of the City, which consent to assign shall not be unreasonably withheld or delayed. The City and any subsequent assignee may not consent to subsequent modifications to this License with assignees, sublessors or successors of Owner without notifying Owner and obtaining Owner's consent thereto.
13. **No Waiver**- No waiver of any default or breach of any covenant of this Agreement by either party shall be implied from any omission by either party to take action on account of such default other than the default specified in the waiver, and then the waiver shall be operative only for the time and to the extent stated. Waivers of any covenant, term or condition by either party shall not be construed as waivers of any subsequent breach of the same covenant, term or condition. The consent or approval by

either party to or for any act by either party requiring further consent or approval shall not be deemed to waive or render unnecessary that party's consent or approval to or of any subsequent similar acts.

14. **Severability** - Each provision of this Agreement is intended to be severable. If any term or provision of this Agreement shall be determined by a court of competent jurisdiction to be illegal or invalid for any reason whatsoever, such provision shall be severed from this Agreement and shall not affect the validity of the remainder of this Agreement.
15. **Attorney's Fees** - If any legal proceeding should be instituted by either of the parties to enforce the terms of this Agreement or to determine the rights of the parties under this Agreement, the party in the proceeding shall receive, in addition to all court costs, reasonable attorney's fees.
16. **No Costs to the City** - Except as expressly set forth in this Agreement to the contrary, Owner shall bear all costs and expenses of any kind or nature in connection with Owner's use of the Alley.
17. **Waiver of Liability** - Neither the City nor any of its council members, commissions, departments, boards, officers, agents or employees, when acting of the City behalf, shall be liable for any damage to the property of Owner or its Agents, or for any bodily injury or death to such persons resulting or arising from the condition of the Alley or its use by Owner, or if such damage occurs before the Effective Date, unless caused by the intentional acts of the City nor any of its council members, commissions, departments, boards, officers, agents or employees.
18. **Non-Discrimination** - Owner shall not, in the operation and use of the Alley, discriminate against any person or group of persons solely because of race, color, creed, national origin, ancestry, age, sex, or disability.
19. **Governing & Law** - The rights and liability of the parties under this Agreement shall be interpreted in accordance with the laws of the State of Idaho. The Venue shall be in the Idaho 5<sup>th</sup> Judicial District, Blaine County, Idaho.
20. **Taxes** - Any and all real property tax or any other form of tax assessed or imposed against the Alley arising out of or attributable to Owner's use shall be borne by Owner.
21. **Utilities** - Owner shall pay for all water, gas, heat, light, power, telephone, and other utilities and services applied to the Alley and used by Owner or its Agents, together with any taxes thereon.

22. **Successors and Assigns** - This Agreement shall be binding upon and inure to the benefit of each of the parties hereto and their respective successors and assigns.

23. **Interpretation/Amendment**-This Agreement constitutes the complete expression of the agreement between the parties hereto and supersedes any prior agreements, whether written or oral, concerning the subject of this Agreement which are not fully expressed herein. Any addition to, deletion from, termination' extension or any other modification or to this Agreement must be in writing signed by the party against whom such modification operates.

24. **Recordation** - Upon execution of this Agreement, the City shall duly record the Agreement in the public records of Blaine County, Idaho and shall thereafter promptly submit a conformed copy of the same to Owner.

IN WITNESS WHEREOF, the parties have executed this License Agreement as of the day and year first written above by their duly authorized representatives.

OWNER:

CITY OF KETCHUM:

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

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

Jeff McNee, Managing Member for  
MMDM12 LLC

Neil Bradshaw, Mayor

ATTEST:

\_\_\_\_\_  
Trent Donat  
City Clerk



STATE OF \_\_\_\_\_ )  
 ) ss.  
County of \_\_\_\_\_ )

On this \_\_\_\_ day of \_\_\_\_\_, 2023, before me, the undersigned Notary Public in and for said State, personally JEFF MCNEE, known to me to be the person who executed the foregoing instrument and acknowledged to me that he executed the same.

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

\_\_\_\_\_  
Notary Public for \_\_\_\_\_  
Residing at \_\_\_\_\_  
Commission expires \_\_\_\_\_

STATE OF \_\_\_\_\_ )  
 ) ss.  
County of \_\_\_\_\_ )

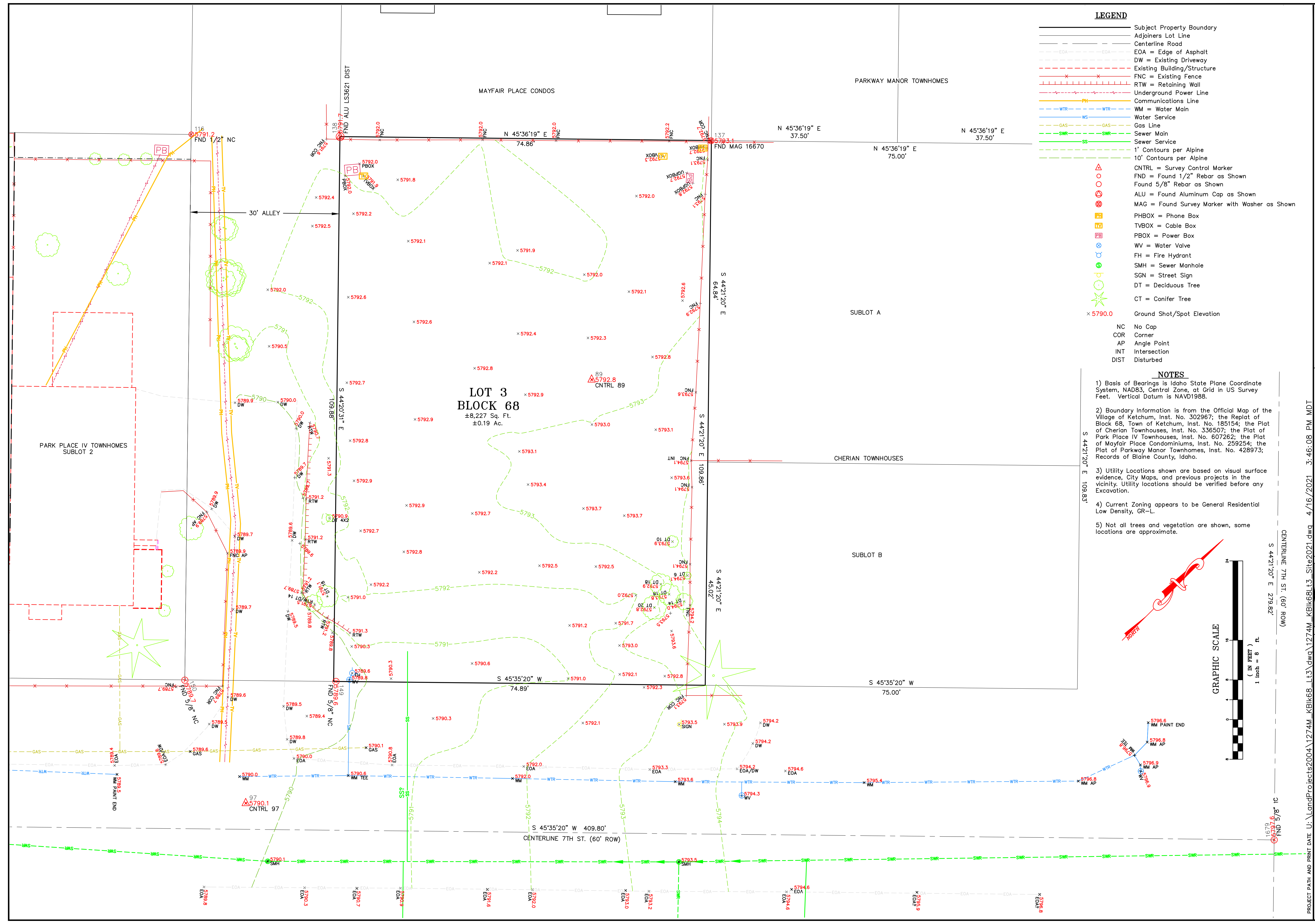
STATE OF IDAHO )  
 ) ss.  
County of Blaine )

On this \_\_\_ day of \_\_\_\_\_, 2023, before me, the undersigned Notary Public in and for said State, personally appeared NEIL BRADSHAW, known or identified to me to be the Mayor of the CITY OF KETCHUM, IDAHO, and the person who executed the foregoing instrument on behalf of said municipal corporation and acknowledged to me that said municipal corporation executed the same.

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

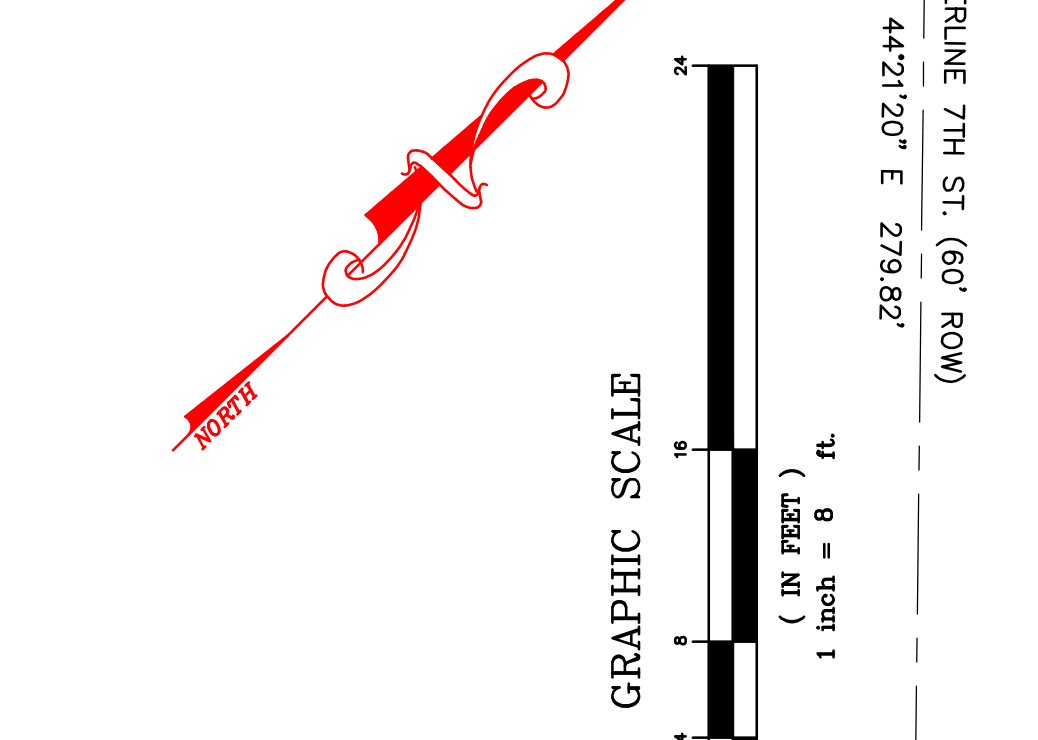
\_\_\_\_\_  
Notary Public for \_\_\_\_\_  
Residing at \_\_\_\_\_  
Commission expires \_\_\_\_\_

**EXHIBIT "A"**



- LEGEND**
- Subject Property Boundary
  - Adjoiners Lot Line
  - Centerline Road
  - EOA = Edge of Asphalt
  - DW = Existing Driveway
  - Existing Building/Structure
  - FNC = Existing Fence
  - RTW = Retaining Wall
  - Underground Power Line
  - PH = Communications Line
  - WTR = Water Main
  - WS = Water Service
  - GAS = Gas Line
  - SWR = Sewer Main
  - SS = Sewer Service
  - 1' Contours per Alpine
  - 10' Contours per Alpine
  - △ CNTRL = Survey Control Marker
  - FND = Found 1/2" Rebar as Shown
  - Found 5/8" Rebar as Shown
  - ALU = Found Aluminum Cap as Shown
  - MAG = Found Survey Marker with Washer as Shown
  - PHBOX = Phone Box
  - TVBOX = Cable Box
  - PBOX = Power Box
  - WV = Water Valve
  - FH = Fire Hydrant
  - SMH = Sewer Manhole
  - SGN = Street Sign
  - DT = Deciduous Tree
  - CT = Conifer Tree
  - × 5790.0 Ground Shot/Spot Elevation
  - NC = No Cap
  - COR = Corner
  - AP = Angle Point
  - INT = Intersection
  - DIST = Disturbed

- NOTES**
- 1) Basis of Bearings is Idaho State Plane Coordinate System, NAD83, Central Zone, at Grid in US Survey Feet. Vertical Datum is NAVD1988.
  - 2) Boundary information is from the Official Map of the Village of Ketchum, Inst. No. 302967; the Replat of Block 68, Town of Ketchum, Inst. No. 185154; the Plat of Park Place IV Townhouses, Inst. No. 336507; the Plat of Mayfair Place Condominiums, Inst. No. 259254; the Plat of Parkway Manor Townhomes, Inst. No. 428973; Records of Blaine County, Idaho.
  - 3) Utility Locations shown are based on visual surface evidence, City Maps, and previous projects in the vicinity. Utility locations should be verified before any Excavation.
  - 4) Current Zoning appears to be General Residential Low Density, GR-L.
  - 5) Not all trees and vegetation are shown, some locations are approximate.



PROJECT PATH AND PRINT DATE: U:\LandProjects\2004\1274M\_KBk68\_LL3.dwg\1274M\_KBk68\_LL3.dwg\1274M\_KBk68\_LL3\_Site2021.dwg 4/16/2021 3:46:08 PM MDT

Sheet 1 of 1

REVISIONS	NO	DATE	BY

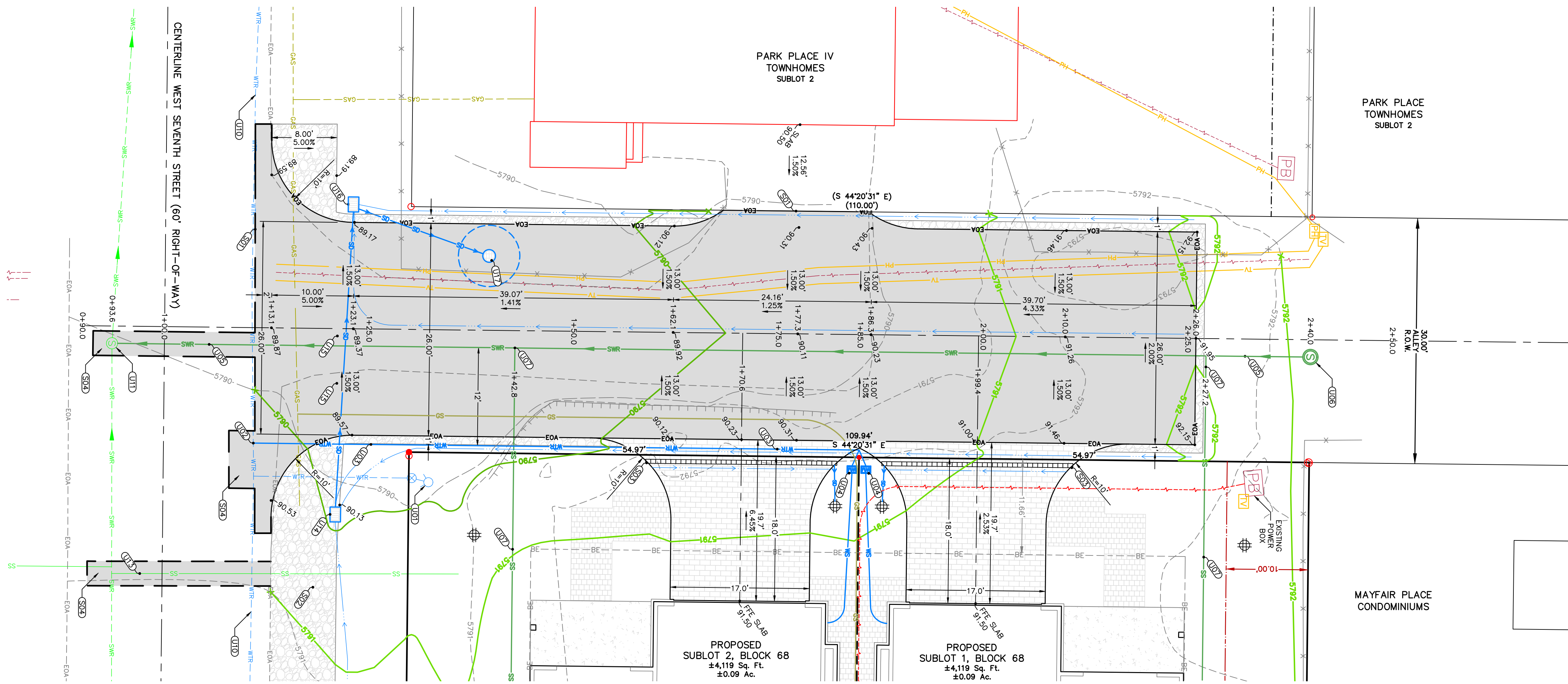
ALPINE ENTERPRISES INC.  
 Surveying, Mapping, Civil Engineering and Natural Hazards Consulting  
 660 Bell Dr., Unit 1  
 P.O. Box 2037, Ketchum, ID 83340 USA  
 (208) 727-1988 727-1987 fax  
 email: bsmith@alpineenterprisesinc.com

PROFESSIONAL LAND SURVEYOR  
 STATE OF IDAHO  
 7048  
 16 APR 21

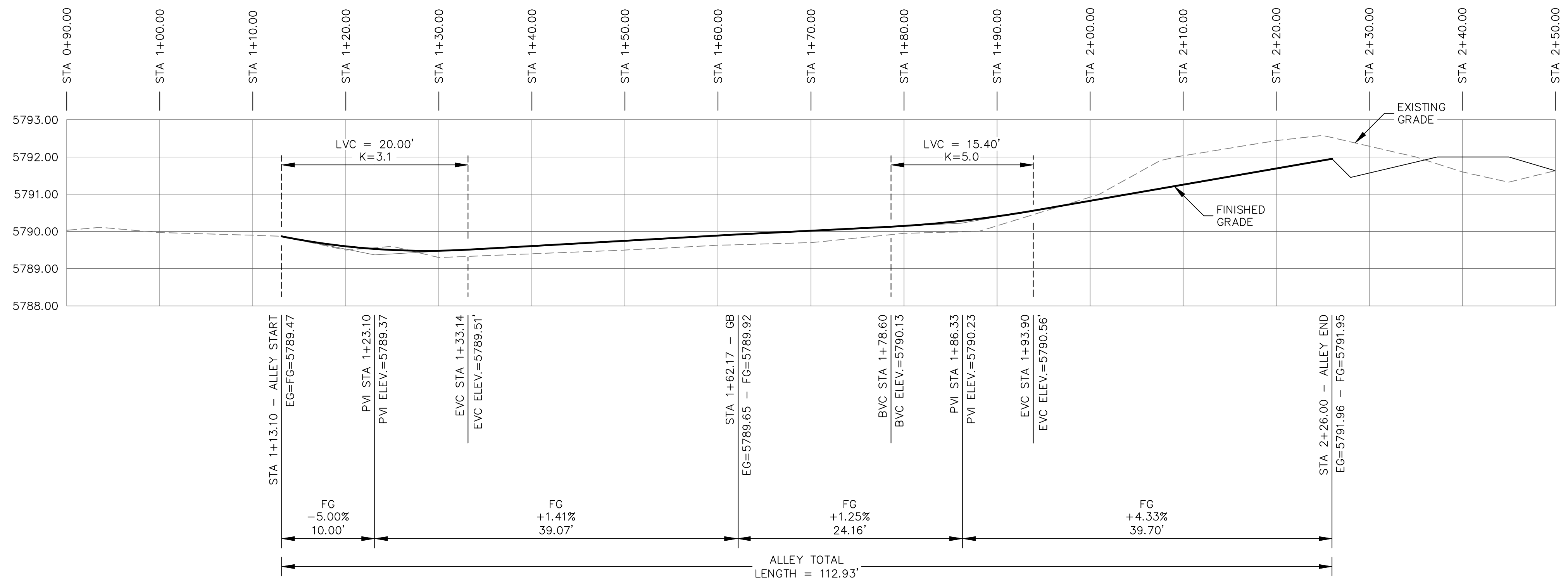
A SITE SURVEY SHOWING  
**LOT 3, BLK 68, KETCHUM TOWNSITE**  
 WITHIN S13, T.4N., R.17E., B.M., CITY OF KETCHUM, BLAINE COUNTY, IDAHO  
 PREPARED FOR BLINCOE/MCNEE

**EXHIBIT "B"**



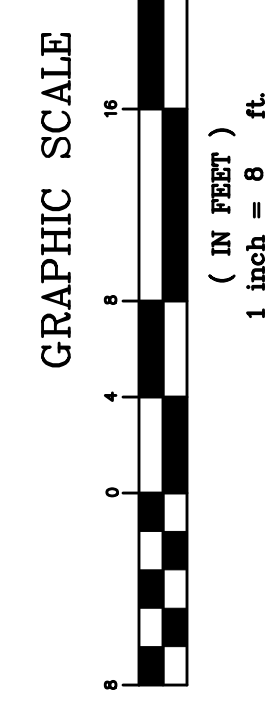


- LEGEND**
- Subject Property Boundary
  - - - Adjoiners Lot Line
  - - - Centerline Right-of-Way
  - - - Existing Edge of Asphalt
  - ▬ Proposed 20' Wide Asphalt Alley
  - ▬ Proposed Asphalt 2' Saw Cut Line
  - ▬ Proposed 8' Wide Gravel Shoulder
  - - - Building Setbacks
  - - - Existing 10' Idaho Power Easement
  - - - Existing Driveway
  - - - Existing Building/Structure
  - - - Proposed Building/Structure
  - ▬ Proposed Concrete
  - ▬ Proposed Paver Driveway
  - ▬ Proposed Paver Walkway
  - × × × Existing Wooden Fence
  - × × × Proposed Wooden Fence
  - - - Existing Retaining Wall (To Be Removed)
  - - - Existing Underground Power Line
  - - - Proposed Underground Power Line
  - - - Existing Underground Phone Line
  - - - Existing Underground CA/TV Line
  - - - Proposed Underground Communications Line
  - - - Existing Water Main
  - - - Existing Water Service
  - - - Proposed 2" Water Service Connection
  - - - Proposed 1" Water Service
  - - - Proposed 12" Storm Drain Pipe
  - - - Proposed Drainage Flowline
  - - - Existing Gas Line
  - - - Proposed Gas Service Line
  - - - Existing Sewer Main
  - - - Proposed 8" Sewer Main
  - - - Proposed 4" Sewer Service
  - - - Existing 1" Minor Contour
  - - - Existing 5' Major Contour
  - - - Proposed 1" Minor Contour
  - - - Proposed 5' Major Contour
  - Found 1/2" Rebar as Shown
  - Set 1/2" Rebar PLS 7048
  - Found 5/8" Rebar as Shown
  - Set 5/8" Rebar PLS 7048
  - Found Aluminum Cap
  - Found Survey Marker with Washer
  - Existing Phone Box
  - Existing Cable Box
  - Existing Power Box
  - Proposed Power Meter
  - Proposed Gas Meter
  - Existing Water Valve
  - Existing Fire Hydrant
  - Proposed Water Valve
  - Proposed 3/4" Water Meter
  - Existing Sanitary Sewer Manhole
  - Proposed Sanitary Sewer Manhole
  - Proposed Sewer Cleanout
  - Proposed Drywell
  - Proposed Catch Basin
  - Proposed Landscape Drywell
  - Proposed Driveway Trench Drain
  - Existing Street Sign
  - Proposed Spot Elevation (90.00=5790.00')
  - ▬ Existing Grade
  - ▬ Proposed Grade



**ALLEY PROFILE VIEW**  
 VERT: 1"=12.5'  
 HORIZ: 1"=2'

- Rim Elevation
- IE IN Invert Elevation In
- IE OUT Invert Elevation Out
- MATCH Match Elevation
- S Slope %
- EG Existing Grade Elevation
- FG Finish Grade Elevation
- PVI Point of Vertical Intersection
- LVC Length Vertical Curve
- BVC Begin Vertical Curve
- EVC End Vertical Curve
- GB Grade Break
- ( ) Record Bearing & Distance Inst. No. 607262
- [ ] Record Bearing & Distance Inst. No. 488133
- { } Record Bearing & Distance Inst. No. 336507



PROJECT PATH AND PRINT DATE U:\LandProjects2004\1274M\_KBk68\_L13.dwg 2/10/2023 12:57:32 PM MST

AN ALLEY PLAN & PROFILE FOR  
 7TH STREET TOWNHOMES ON LOT 3, BLK 68, KETCHUM TOWNSITE  
 WITHIN S13, T.4N., R.17E., B.M., CITY OF KETCHUM, BLAINE COUNTY, IDAHO  
 PREPARED FOR MMDM12 LLC.

Alpine Enterprises Inc.  
 Surveying, Mapping, Civil Engineering,  
 and Natural Hazards Consulting  
 660 Bell Dr., Unit 1 83340 USA  
 (208) 727-1808  
 email: banhatta@alpineenterprisesinc.com

PROFESSIONAL ENGINEER  
 STATE OF IDAHO  
 ALEX NELSON

REVISIONS	NO	DATE	BY
PRELIMINARY: NOT FOR CONSTRUCTION			
FOR DESIGN REVIEW ONLY			
REVISED	1	24AUG22	AHN
REVISED	2	08NOV22	AHN
REVISED	3	10FEB23	AHN

**C.2**